

LANCASTER COUNTY COMMISSIONERS' WORK SESSION AGENDA

Tuesday, January 18, 2022

10:00 AM - Conference Room #701, 7th Floor

1. Executive Session Announcement
2. Minutes as Distributed:
 - a. Approval of the January 11, 2022 Work Session Minutes.
3. PUBLIC SESSION
 - a. **10:00 a.m.:**
Todd Rhoads, Regional Vice President, Engle-Hambright & Davies - Agreement for Annual Insurance Commercial Package.
 - b. **10:05 a.m.:**
Matthew Knepper, Director, Agricultural Preserve Board, and Jeff Swinehart, President & CEO, Lancaster Farmland Trust - Resolution No. 8 of 2022: Agricultural Preserve Appropriation Funds for Fiscal Year 2022.
 - c. **10:10 a.m.:**
Heather Chalfant, Senior Buyer, Purchasing, and Todd Kirkpatrick, Director, Public Safety Training Center - Agreement with Environment Hazards Control (E.H.C.).
 - d. **10:15 a.m.:**
Heather Chalfant, Senior Buyer, Purchasing, and Todd Kirkpatrick, Director, Public Safety Training Center - Agreement with Safeware, Inc.
4. Other Discussion Items
 - a. Jacquelyn Pfursich, County Solicitor - Opioid Settlement Update.
 - b. Board Appointments - Lancaster County Hospital Authority
 - c. Board Appointments - Lancaster County Health Advisory Council
 - d. January 19, 2022 Commissioners' Meeting Agenda
5. Adjourn

County Commissioners' Work Session Agenda
Tuesday, January 18, 2022

Note: *The Work Session is being audio recorded. We ask that attendees speak into the microphone for audio recording purposes.*

On motion of Commissioner Choose an item., seconded by Commissioner Choose an item., it was agreed for the County of Lancaster, acting on behalf of the Commissioners' Office, to approve the following:

Agreement with:

Engle-Hambright & Davies, Inc.
Lancaster, PA

Purpose:

Annual insurance policy for Lancaster County's commercial package.

Amount/Term:

\$209,179.25
November 17, 2021, through April 1, 2022

1/19/2022

EHD (Engle-Hambright & Davies, Inc.)

1857 William Penn Way
 P.O. Box 11600
 Lancaster, PA 17605
 Phone: (800) 544-7292
 Fax: (717) 394-0842
 Email: info@ehd-ins.com
 Website: www.ehd-ins.com

Invoice # 20850	Page 1 of 1
Account Number	Date
LANCCOU-18	1/6/2022
BALANCE DUE ON	
1/6/2022	
AMOUNT PAID	Amount Due
	\$209,179.25

County of Lancaster
 County of Lancaster
 150 North Queen Street
 Lancaster, PA 17603

Commercial Package	PolicyNumber: 791-00-18-70-0001	Effective: 11/17/2021 to 4/1/2022
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Item #	Trans Eff Date	Due DateTrans	Description	Amount
352242	11/17/2021	1/6/2022 POLI	Policy 11/17/2021-4/1/2022 Commercial Package	\$209,179.25

Total Invoice Balance: \$209,179.25

This invoice is due upon receipt. Please include a copy of the invoice with your remittance and include the invoice number on your check.

RESOLUTION NO. 8 OF 2022

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, Through the *places2040*, the Lancaster County Comprehensive Plan, Lancaster County has identified the importance of preserving agriculture and agricultural land in Lancaster County; and

WHEREAS, Through policy and programs, the Board of County Commissioners has made a commitment to a balanced and cooperative approach to farmland preservation in Lancaster County; and

WHEREAS, The Board of Commissioners commits the following funding to the Lancaster County Agricultural Preserve Board and Lancaster Farmland Trust to implement the recommendations of *places2040*, the Lancaster County Comprehensive Plan, to permanently preserve agricultural land in areas planned for agriculture.

NOW, THEREFORE, BE IT RESOLVED BY THE LANCASTER COUNTY BOARD OF COMMISSIONERS, That the County of Lancaster, Pennsylvania, appropriate agricultural conservation easement purchase funds for Fiscal Year 2022 in the amount of \$1,783,355.55, which is inclusive of \$1,500,000 of new County funds, \$155,979.55 of Clean & Green rollback tax interest as required by Act 156 of 1998, \$14,376.00 of other County Funds reserved exclusively for easement purchase, and \$113,000.00 of local government funds used for the acquisition of agricultural conservation easements.

BE IT FURTHER RESOLVED, That the above funding is available as of January 1, 2022, and that such funds have been collected or received by Lancaster County and placed in a restricted account, or are reserved exclusively for the purchase of easements, and that any of these funds not expended by December 31, 2023 will be available for use in subsequent fiscal periods for the same purpose; as required by the Act of June 30, 1981 (P.L. 128, No. 43), known as the Agricultural Area Security Law, as amended.

BE IT FURTHER RESOLVED, That said funds will be used for the purpose of providing matching funds for the purchase of agricultural conservation easements pursuant to the authority contained in the Act of June 30, 1981 (P.L. 128, No. 43), known as the Agricultural Area Security Law, as amended.

BE IT FURTHER RESOLVED, That \$60,000.00 of Clean & Green rollback tax interest will be used to monitor and enforce agricultural conservation easements, including the payment of legal costs associated with defending agricultural conservation easements, as permitted by Act 46 of 2006.

BE IT FURTHER RESOLVED, That \$250,000.00 from the Marcellus Shale Legacy Fund established by Act 13 of 2012 will be used for 50% matching challenge grant is hereby awarded to Lancaster Farmland Trust to permanently preserve farmland in areas consistent with *places2040*, the Lancaster County Comprehensive Plan.

ADOPTED this 19th day of January, 2022 by the Board of Commissioners of the County of Lancaster, Pennsylvania in lawful session duly assembled.

ATTEST:

Ray D'Agostino, Chairman

Lawrence George,
Administrator/Chief Clerk
County of Lancaster, PA

Joshua G. Parsons, Vice Chairman

**Board of Commissioners of
Lancaster County, Pennsylvania**

1/19/2022

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Public Safety Training Center, to approve the following:

<u>Agreement with:</u>	Environment Hazards Control (E.H.C.) Lancaster, PA
<u>Purpose:</u>	To provide quarterly lead dust decontamination at the range.
<u>Amount:</u>	\$32,576.00 annually. \$1,040.00 hazardous waste disposal fee for additional drums.
<u>Term:</u>	January 1, 2022 – December 31, 2022

1/19/2022



STANDARD FORM OF AGREEMENT
BETWEEN THE CLIENT AND THE ABATEMENT CONTRACTOR

AGREEMENT

MADE AS OF THE FOURTH DAY OF JANUARY IN THE YEAR OF TWO THOUSAND AND TWENTY-TWO

BETWEEN the Client:

LCPSTC
101 CHAMP BOULEVARD
MANHEIM, PENNSYLVANIA 17545

and the Abatement Contractor:

ENVIRONMENTAL HAZARDS CONTROL (PA HIC 195)
A DIVISION OF EHC ASSOCIATES, INC.
2502 HORSESHOE ROAD
LANCASTER, PENNSYLVANIA 17601

For the following PROJECT:

RANGE CLEANING- LEAD DUST
LCPSTC RIFLE RANGE
101 CHAMP BOULEVARD
MANHEIM, PENNSYLVANIA

ehc Project No.: 180264-006

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The Client and the Abatement Contractor agree as set forth in the following:

ARTICLE 1 SCOPE OF WORK

1.1 Quarterly cleaning of range

ehc will clean the computer control room and all surfaces from the control room to the trap. Decontamination will be performed following OSHA lead safe work practices (Tyvek disposable suits, full face respirators, rubber gloves, & rubber boots). The range will be placed under negative pressure using air filtration machines place near the bullet trap, a three-stage decon unit will be placed in the computer control room (the computer control room will be cleaned prior to any work inside of the range). Waste will be disposed of as hazardous waste; one 55 gallon drum of hazardous waste disposal is included in this price. See exhibit A for full scope of work and cleaning practices.

ARTICLE 2 - PROPOSAL ASSUMPTIONS

- 7.1 The Contractor shall not be liable for paint damage caused by the use of duct tape for Installation of critical barriers. However great care will be taken to prevent this.
- 7.2 The Client shall furnish, without charge, a sufficient quantity and flow of water and sufficient electrical power for performance of the Abatement Work at locations readily accessible to the abatement Work and extendable thereto by the use of hoses and construction-type electrical extension cords.
- 7.3 The Client shall make no charges against the Contractor for damage and/ or cleanup of debris not caused or created by the Abatement Contractor.
- 7.4 The Contractor will perform all work according to current Federal, State, and local regulations.

ARTICLE 3 - CONTRACT DOCUMENTS

- 3.1 Other Contract Documents, except for modifications issued after execution of this Agreement, are enumerated as follow:
 - 3.1.1 Exhibit 'A' - Scope of Work / Work Plan

ARTICLE 4 - CONTRACT SUM

- 4.1 Base Bid - Client shall pay the Abatement Contractor for the performance of the Contract Work the Contract Sum of: \$8,144.00 (Per cleaning, includes \$1,040.00 of hazardous waste disposal- one 55 gallon drum).
 **ehc has had to increase cost to cover labor, disposal and material fee increases.
 Alternative No. 1 – For the removal of additional drums: \$1,040.00/Each
- 4.2 Payment is due upon receipt of Invoice. The interest rate for payments not made within thirty (30) days of submission of the invoice shall be one and one-half percent (1-1/2%) per month. A surcharge of 3% will be incurred for payment by Credit Card.

ARTICLE 5 - INSURANCE

5.1 EHC Associates will furnish the following insurance coverage for this Project:

Professional Liability	\$ 2,000,000	Worker's Compensation:
General Liability	\$ 2,000,000	- \$1,000,000 Ea. Accident
Automobile Liability	\$ 1,000,000	- \$1,000,000 Policy Limit
Pollution	\$ 2,000,000	- \$1,000,000 Ea. Employee
Excess Liability	\$ 3,000,000	

If additional insurance coverage is requested above and beyond the coverage and limits outlined herein, additional cost will be due to the Abatement Contractor.

ARTICLE 6 - TIME

6.1 A cleaning schedule will be provided by the Client. It is estimated that each cleaning shall be completed within three (3) business days.

THIS AGREEMENT, along with any additional documents enumerated under Article 3, represents the entire and integrated agreement between the Owner and the Abatement Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Abatement Contractor.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CLIENT

ABATEMENT CONTRACTOR

LCPSTC

ENVIRONMENTAL HAZARDS CONTROL

By: _____

By: _____
Edward C. Gallagher

Date: _____

Date: JANUARY 04, 2022

Exhibit 'A' Scope of Work / Work Plan

Quarterly Cleaning of Range

Mobilize Equipment & Materials;

Collect five (5) pre-work lead wipe samples of flooring surfaces prior to starting any cleaning;

Pre-clean the computer control room (wear proper PPE);

Construct a three-stage decon unit in control room;

Install critical barriers as required;

Install air filtration machines at trap area to create negative pressure inside work area;

(Air filtration machine must be exhausted outside);

Install warning signs at entrance to the work area;

Perform OSHA personal air monitoring on workers;

Utilize proper PPE (including disposable Tyvek suits, gloves, full face respirators, and boots) during all work;

Perform cleaning in a "top down" fashion from the control room to the trap;

(The area between the 50 yard and 100 yard lines will not be cleaned);

HEPA vacuum walls and floors;

Wet wipe all flooring surfaces with Simple Green cleaning agent;

Perform a second and third wipe using Simple Green cleaning agent;

Wipe all flooring surfaces until the white rag remains clean;

Segregate all cleaning waste (suits, gloves, rags, vacuum bags);

All waste will be placed into a 55-gallon drum for disposal as Hazardous Waste;

Collect five (5) wipe samples of flooring areas and send for rush analysis;

Demobilize equipment & materials;

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Public Safety Training Center, to approve the following:

<u>Agreement with:</u>	Safeware, Inc. Lanham, MD
<u>Purpose:</u>	To perform maintenance services on the Kidde Live Fire Training System in use at the firing range.
<u>Amount:</u>	\$188,070.00.
<u>Term:</u>	January 1, 2022 - December 31, 2026.

1/19/2022



December 15, 2021

Todd Kirkpatrick
Lancaster County PA
101 Champ Boulevard
Manheim, PA 17545

Subject: Lancaster County Public Safety Training Center, Maintenance Contract Proposal

Dear Mr. Kirkpatrick,

Safeware is pleased to offer this price quote for Kidde Fire Trainers maintenance support services for the Fire Trainer T2000 and O250 Live Fire Training System at your facility. This service is available through Safeware's OMNIA Partners / US Communities National Cooperative Contract 4400008468 for Public Safety and Emergency Preparedness Equipment.

Kidde Fire Trainers is the designer, manufacturer, and installer of the Fire Trainer T2000, and O250 Live Fire Training.

Should you have any questions, or if I may be of further assistance, please do not hesitate to call me at 267-625-4178.

Sincerely,

A handwritten signature in black ink, appearing to read 'Darryl Halterman'.

Darryl Halterman
Vice President, Business Development
Safeware, Inc.



KFT is pleased to provide this contract proposal which includes costing options for both preventative maintenance (PM) and preventative/corrective maintenance. KFT’s maintenance focus is to augment the operator maintenance currently being performed by your team. Subject to all terms and conditions, the following services are provided:

1. Preventative/Corrective Maintenance Service. This plan includes up to two (2) preventative maintenance visits per year including unplanned corrective maintenance work to KFT supplied and installed equipment. Work will be performed on items as described in the Operations and Maintenance manual provided at time of equipment delivery. This plan does not include system upgrades due to obsolete or unsupported hardware and/or software components.

Service	Preventative/Corrective Maintenance
On-site support - KFT employs a first available tech strategy to arrive, troubleshoot and correct any issues with the trainer subject to parts availability. If parts are required but not available, the tech will return at such time when the parts have arrived on site for installation.	x
Replacement parts, and labor for all repairs (upgrades are not considered repairs)	x
Check the operating performance of all fireplaces and adjust as required. Flame height at all levels and agent detection responses	x
Clean and/or replace all filter elements	x
Inspect all fans and blowers and lubricate all bearings (Repairs only for KFT installed equipment)	x
Inspect all pilot spark igniters and replace as required	x
Inspect and clean all pilot spark flame rods, replace as necessary	x
Inspect the fuel control station and adjust as required. Confirm sensor settings and adjust as required	x
Clean the fuel control station inlet strainer	x
Inspect and calibrate all gas detection assemblies	x
Inspect and adjust all smoke generators	x
Inspect the Programmable Logic Controller battery and replace as required	x
Check and Confirm latest PLC Ladder Logic is installed (updates performed as required)	x
Clean all equipment cabinets	x
Service report provided	x



On Call Phone Support - KFT provides return call service by a KFT Technician within 12-24 hours of receiving the customers initial call for assistance.	x
Discounted parts from KFT	All replacement parts included
Remote access support (must have Ewon)	x

2. KFT Equipment included in contract proposal:

Structural Fire Trainer T2000	O250 Outdoor Props
<ul style="list-style-type: none"> • Bedroom Fire • Storage Area Fire With Flashover • Living Room Fire 	<ul style="list-style-type: none"> • Running Fuel Spill Fire • Automobile Fire • Horizontal Propane Tank Fire

3. Pricing structure:

Pricing to be billed annually per below. Discounts to apply with an up-front three or five year commitment to service per signature and plan selection on this document. A renewal quote will be provided prior to each subsequent year based on plan commitment.

Safeware's Omnia Partners/US Communities Contract firm fixed price for year one of this program is \$37,614.00 per the attached.

Plan Choice	1 year	3 year*	5 year*
PM/Corrective Maintenance	\$37,614.00	\$112,842.00	\$188,070.00

Year	Annual	3 Year	5 Year
One	\$37,614.00	\$37,614.00	\$37,614.00
Two	\$38,732.57	\$37,614.00	\$37,614.00
Three	\$39,894.55	\$37,614.00	\$37,614.00
Four	\$41,091.38		\$37,614.00
Five	\$42,324.13		\$37,614.00
TOTAL	\$199,656.63	\$112,842.00	\$188,070.00
	Cost Savings	\$3,399.12	\$11,586.63



SAFEWARE®

- 4. Customer must provide agent to trainer equipment during preventative maintenance visits.
- 5. Additional items that are optional: Smoke Fluid, Span Gas, Annual 1402 inspection.
- 6. KFT is not responsible for the following areas:
 - a. Tank Farms, Supply Lines and all components not supplied and installed by KFT.
 - b. System hardware that has been abused or damaged.
 - c. System hardware that has been repaired, modified, or replaced by third parties.
 - d. Loss of owner's ability to train because of conditions beyond KFT's control.

Quote will remain valid for a period of 60 days. Payment terms are Net 30 days.

Accepted by:

_____ **Customer Signature**

_____ **Print Name & Title**

Plan Choice: _____

Number of years: _____

PO #: _____

Date: _____



Omnia Partners / USC Contract: 440008468

QUOTATION

4403 Forbves Blvd
 Lanham, MD 20706
 www.safewareinc.com

Name:	Lancaster County, PA
Attn:	Todd Kirkpatrick
Phone:	
Fax:	
Email:	tkirkpatrick@co.lancaster.pa.us
Cust ID:	

Date:	12/15/21	
Expiration Date:	02/13/22	Valid for 60 Days
Prepared By:		
Phone:	215-354-1401 x1	
Fax:		
Email:	dhalterman@safewareinc.com	
Sales Rep:		
Customer RFQ:	n/a	

Freight Terms:

Payment Terms:

Qty	Part Number	Size	Description	U/M	Lead Time	Unit Price	Extended Price
1	SERVICE 01/01/2022 through 12/31/2022		Preventative/Corrective Maintenance Service, Period 1 per original attached proposal dated 12/15/2022, for Kidde Fire Trainers maintenance support services for the Fire Trainer T2000, and O250 Live Fire Training System at your facility.		n/a	\$37,614.00	\$37,614.00

Estimated Tax:	0.00
Estimated Shipping & Handling:	0.00
Total Price:	\$37,614.00

(Note: Hazardous material will be charged \$25 per ship container)

Special Notes:

Authorized Signature: _____ Date: _____

Acceptance of this quote, buyer agrees to all the terms and condition of the seller. Buyer will have the right to inspect the goods upon receipt, and within 30 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of condition, quality, or grade of the goods. Returns must be approved and receive an RMA (return authorization) number prior to return. Special order or customized items may not be returned unless defective. Restocking fees may apply.

Rev 2, 2011

Work Session 1/18/2022

Lancaster County Hospital Authority Board

Reappointments - 5-year term from Jan. 1, 2022 through December 31, 2027

Ms. Darcy Pollock

and

Mr. Michael Bennett Julian

Lancaster County residents.

Work Session 1/18/2022

Lancaster County Health Advisory Council

Appointments – one and two year terms from January 18, 2022 through December 31, 2022 and December 2023. To be determined after discussion.

Dr. Michael Ripchinski

Dr. David Gasperack

Dr. Scott Snyder

Deborah Willwerth, RN

Diane Garber

Michael Bromirski

Dolores Reidenbach, RN

Dr. Suzanne Scott

Loren Miller

List of Applicants

Barnett, Tyler
Bromirski, Michael
Colvin, Phil
Czabafy, Sharon
Dreisbach, Chris
Fisher, Laura
Frey, Edward
Garber, Diane
Gasperack, David MD
Hoopes, Jocelyn
Iovino, Stephen
Jones, Alisa
Krantz, Debra
Mann, Arthur Sr.
Miller, Loren
Misciagna, Christene
Reed, Stacy
Reidenbach, Dolores
Ripchinski, Michael MD
Ruth, Alexandra
Sasso, Michael MD
Scott, Susanne, MD
Simpson, Carol
Snyder, Scott, M.D.
Stonebraker, Kim
Weiland, Caytlyn
Weisser, Caroline
Weitzel, Wendy
Wesbury, Stuart
Willwerth, Deborah

LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA

Wednesday, January 19, 2022

9:15 AM - Conference Room #701, 7th Floor



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Ray D'Agostino.
2. Pledge of Allegiance
3. Minutes as Distributed:
 - a. Approval of the January 12, 2022 Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:
 - a. **Agreement for Annual Insurance Commercial Package**
Todd Rhoads, Regional Vice President, Engle-Hambright & Davies
 - b. **Resolution No. 8 of 2022: Agricultural Preserve Appropriation Funds for Fiscal Year 2022**
Matt Knepper, Director, Agricultural Preserve Board
Jeff Swinehart, President & CEO, Lancaster Farmland Trust
 - c. **Public Safety Training Center - Agreement with Environment Hazards Control (E.H.C.)**
Heather Chalfant, Senior Buyer, Purchasing
Todd Kirkpatrick, Director, Public Safety Training Center
 - d. **Public Safety Training Center - Agreement with Safeware, Inc.**
Heather Chalfant, Senior Buyer, Purchasing
Todd Kirkpatrick, Director, Public Safety Training Center
 - e. **Board Appointments - Lancaster County Health Advisory Council**
Violet De Stefano, Health and Medical Preparedness Coordinator, Emergency Management Agency

County Commissioners' Meeting Agenda
Wednesday, January 19, 2022

6. Business from Guests
7. Adjourn

Note: *The Commissioners' Meeting is being video recorded for public viewing and is available on the County's website. We ask that attendees speak into the microphone at the podium for audio recording purposes.*