EAST COCALICO TOWNSHIP BOARD OF SUPERVISORS STEVENS FIRE COMPANY 91 STEVENS ROAD, STEVENS, PA THURSDAY, MARCH 2, 2023, 7:00 PM

CALL TO ORDER by Chair Bonura at 7:03 PM

ATTENDANCE

Lorenzo Bonura, Chair [X]
Jeff Mitchell, Vice Chair [X]
Romao Carrasco []

EXECUTIVE SESSION ANNOUNCEMENT

Chair Bonura announced the Board of Supervisors met in Executive Session following its February 16 Meeting to discuss a personnel matter, in specific current arbitration.

MEETING MINUTES

Mr. Mitchell made a motion to approve the February 16, 2023 Meeting minutes as presented. The motion was seconded by Chair Bonura.

There was no public comment.

By unanimous vote the motion was approved.

ACTION ITEMS

<u>Boose Aluminum – Waiver of Land Development</u> – Casey Kerschner, Township Engineer, provided an overview of a requested waiver of land development submitted by Boose Aluminum, North Reamstown Road.

Nick Perilli, Engineer for the Applicant, commented on proposed improvements, net decrease of impervious coverage, and replacement of a segment of stormwater pipe. Mr. Perilli stated the Applicant is agreeable to the Township-recommended conditions of approval.

Chair Bonura made a motion to approve a waiver of land development for Boose Aluminum, 77 North Reamstown Road, Stevens, PA, for various improvements as shown on the plans prepared by McCarthy Engineering Associates, Inc., dated February 21, 2023, no revisions, subject to the Applicant satisfying all conditions noted in the Township Manager memo dated February 24, 2023. The motion was seconded by Mr. Mitchell.

There was no public comment.

By unanimous vote the motion was approved.

<u>Morganshire Phase II & Phase III – Security Release</u> – Mr. Kerschner noted the Developer had provided all required improvements, and recommended release of financial security posted, upon the recordation of as-built plans.

Chair Bonura made a motion to authorize the full release of the remaining financial security associated with Morganshire, Phase II & Phase III, upon receiving confirmation that the as-built plans were recorded. The motion was seconded by Mr. Mitchell.

There was no public comment.

By unanimous vote the motion was approved.

<u>WICU, Inc. – ZHB 768-23</u> – Matt Creme, Township Solicitor, provided an overview of an application made to the Zoning Hearing Board seeking certain relief to develop property at 21 Industrial Drive. Mr. Creme noted the Zoning Hearing Board had requested Board of Supervisors input regarding road access proposed by the Applicant.

Mr. Mitchell made a motion to authorize the Township Solicitor to communicate to the Solicitor to the Zoning Hearing Board that (1) the Board of Supervisors does not oppose relief sought by WICU, Inc., ZHB 768-23, and (2) should the Zoning Hearing Board, in its sole discretion, grant such relief, it condition its approval on the Applicant satisfying all traffic and other comments made by the Township Engineer and Township Traffic Engineer at the time of preliminary and/or final plan review and consideration. The motion was seconded by Chair Bonura.

There was no public comment.

By unanimous vote the motion was approved.

Reamstown Pool Management and Chemical Operator — Chair Bonura noted proposals for management and chemical operator services for the Reamstown Pool for the 2023 season had been submitted by the Ephrata Recreation Center and Alan Fry, respectively.

Mr. Mitchell noted proposed management services included a four percent increase from that paid in 2022.

Mr. Mitchell made a motion to execute an agreement with the Ephrata Recreation Center for management services at the Reamstown Pool for the 2023 season. The motion was seconded by Chair Bonura.

There was no public comment.

By unanimous vote the motion was approved.

Mr. Mitchell commented on Mr. Fry's past experience as a chemical and pool operator.

Mr. Mitchell made a motion to hire Alan Fry as chemical operator at the Reamstown Pool for the 2023 season, a part-time position, at the rate of \$20 per hour. The motion was seconded by Chair Bonura.

There was no public comment.

By unanimous vote the motion was approved.

<u>2023 Reamstown Pool Fees</u> – The Members reviewed 2022 pool fees, and proposed increasing 2023 pool fees for the following categories only:

- discounted purchase daily: adults to \$7;
- discounted purchase seasonal: group pass to \$200; senior pass to \$60; adult pass to \$100; student pass to \$60;
- discounted purchase share: group pass to \$275; group pass plus one to \$30; student pass to \$120; and,
- regular purchase share: group pass plus one to \$30.

The Members proposed fees for a new pass category – adult share pass – at \$175 discounted purchase, and \$205 regular purchase.

Chair Bonura made a motion to establish 2023 Reamstown Pool fees as proposed. The motion was seconded by Mr. Mitchell.

There was no public comment.

By unanimous vote the motion was approved.

<u>Fund Transfer</u> – Tommy Ryan, Township Manager, provided an overview of a proposed transfer of Township funds to a higher interest-bearing account. Mr. Ryan noted the transfer is estimated to yield an additional \$57,000 in interest receipts for the balance of 2023.

Mr. Mitchell made a motion to approve the transfer of up to \$2.6 million in Township funds from Ephrata National Bank to Univest Bank and Trust Company. The motion was seconded by Chair Bonura.

There was no public comment.

By unanimous vote the motion was approved.

DEPARTMENT REPORTS

There were no department reports at this evening's meeting.

TREASURER'S REPORT

Mr. Mitchell made a motion to approve the check payments for the General Fund Bank Account list of bills in the amount of \$40,365.34, dated February 15, 2023 to February 17, 2023. The motion was seconded by Chair Bonura.

Brian Wise, East Cocalico Township, inquired as to lab fee reimbursement. Allen Maxwell, East Cocalico Township, inquired as to an alcohol testing fee.

By unanimous vote the motion was approved.

Mr. Mitchell made a motion to approve the check payments for the General Fund Bank Account list of bills in the amount of \$100,803.43, dated February 18, 2023 to March 1, 2023. The motion was seconded by Chair Bonura.

There was no public comment.

By unanimous vote the motion was approved.

MANAGEMENT / INFORMATIONAL ITEMS

There were no management or informational items discussed at this evening's meeting.

NEW BUSINESS

There was no new business discussed at this evening's meeting.

OLD BUSINESS

Chair Bonura provided an update on street light installation.

PUBLIC COMMENT

- Kerry Haas, East Cocalico Township, commented on environmental concerns at a fueling station.
- Mr. Mitchell commented on a recent meeting with state officials, and positive feedback received regarding the quality of life in the Township.
- Ed Sweigart, East Cocalico Township, inquired as to the Reading Road roundabout status.

PUBLIC COMMENT

Chair Bonura noted the Board of Supervisors will next meet at 9:00 AM on Thursday, March 16, at the Township Building, 100 Hill Road.

ADJOURNMENT

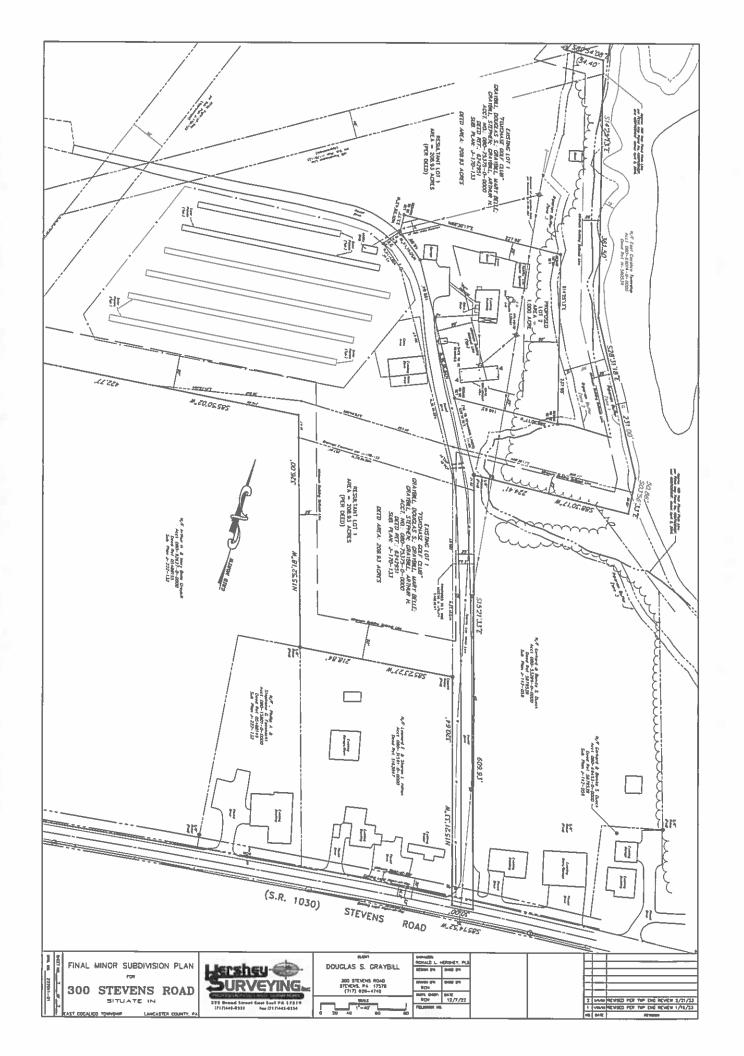
There being no further business, at 7:52 PM Chair Bonura made a motion to adjourn the meeting. The motion was seconded by Mr. Mitchell.

There was no public comment.

By unanimous vote the motion was approved.

Respectfully Submitted:

Tommy Ryan. Township Manager.





March 9, 2023

East Cocalico Township 100 Hill Road Denver, PA 17517

RE:

300 Stevens Road - Minor Subdivision Plan

Plan Review No. 3 Project No. 22-120-22

Dear Township Supervisors:

Becker Engineering, LLC (Becker) has reviewed the updated information submitted for the 300 Stevens Road Minor Subdivision Plan, as prepared by Hershey Surveying. The review was conducted in accordance with applicable East Cocalico Township Ordinances. The following documents were submitted for review:

- Final Minor Subdivision Plan for 300 Stevens Road, Sheets 1 and 2 of 2, prepared by Hershey Surveying, dated December 7, 2022, revised March 6, 2023
- Draft Declaration of Access and Utility Easement
- Legal Description for Proposed Lot 2

We offer the following comments and recommendations for your consideration. This review is intended to supplement other reviews or comments by the Township Staff, Township Zoning Officer, Township Solicitor, Township Transportation Engineer, Township SEO and any other agencies involved.

SUBDIVISION AND LAND DEVELOPMENT

The plan was reviewed in accordance with applicable Township requirements, including but not limited to, Sections 194-11.C. and 194-13.

- The applicant has requested <u>waiver/modifications</u> of the following sections of the Subdivision and Land Development Ordinance (SALDO). The Township shall evaluate the requests and associated justification provided for each.
 - A <u>waiver/modification</u> of the requirements of Section 194-27.A. of the Subdivision and Land Development Ordinance related to the driveway. The applicant is requesting authorization to establish a shared access driveway to serve as the access to Proposed Lot 2, as well as the Remaining Lands Lot 1 of Foxchase Golf Club. As previously noted, the access appears to be an "access drive", rather than "driveway", per the definitions within the ZO and SALDO.
 - A <u>waiver/modification</u> of the requirements of Section 194-34.D.(4) of the Subdivision and Land Development Ordinance related to the requirement for lots to front on a street. The applicant is

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East Cocalico Township
March 9, 2023
Project No. 22-120-22

requesting authorization to create a lot without frontage on a street, or approved private street meeting public street standards, and alternately utilize a shared access easement.

- A <u>waiver/modification</u> of the requirements of Section 194-13.B.(1) of the Subdivision and Land Development Ordinance related to identifying and depicting significant topographic features on the subject property.
- A <u>waiver/modification</u> of the requirements of Section 194-13.B.(3) of the Subdivision and Land Development Ordinance related to identifying and depicting existing physical features within 200' of the subject property.
- A <u>waiver/modification</u> of the requirements of Section 194-13.B.(4) of the Subdivision and Land Development Ordinance related to obtaining PNDI clearance for the subject property.
- A <u>waiver/modification</u> of the requirements of Section 194-23.B.(3)(a) and 194-40.B of the Subdivision and Land Development Ordinance related to confirming the presence or absence of wetland areas related to the subject properties.
- The applicant/applicant's consultant shall coordinate with the Township SEO and obtain PADEP Sewage Facilities Planning Module approval for the proposed subdivision, or an exemption, as deemed necessary by DEP and the Township SEO. It is Becker's understanding that the Township SEO is coordinating with the applicant's consultant relative to this matter. [194-15.F.(3), 194-15.F.(8), 194-43.A. and 194-43.E.]
- 3. The applicant is proposing the establishment of a shared or joint use driveway and utility easement across Resultant Lot 1 to serve the proposed Lot 2, and has submitted a Declaration of Access and Utility Easement. The document shall be reviewed and approved by the Township/Township Solicitor, the ECTA (for the water service), and appropriate PennDOT permitting confirmed (see related comment). The timing of the recording of the Joint Access Easement Agreement shall be confirmed by the Township/Township Solicitor. The plan shall include any plan notation required by the Township Solicitor related to the establishment of an access easement. [Sections 194-7.G., 194-10.C.(4), 194-13.C.(5), 194-27.B., 194-28 and 194-36.C.]
- Per coordination with the Township Transportation Consultant, the applicant shall provide documentation that a valid PennDOT permit exists for the proposed shared access. [Sections 194-27.B, 194-28.D.(1) and 220-40.G.]
- 5. If any <u>waiver/modifications</u> are approved by the Board of Supervisors, the plan shall document their approval, including the date of action by the Board of Supervisors, and any related conditions of approval. [Sections 194-12, 194-13.A.(11) and 194-13.C.(10)]
- 6. As long as required improvements are limited to lot pinning, financial security and an Improvement Guarantee Agreement (IGA) will not be required. [Sections 194-15.F.(11), 194-18 and 185-19]
- All statements of accuracy and certifications shall be signed prior to plan approval. Upon recording a final copy of the plans and any related information shall be provided to the Township in pdf format. [Section 194-15.F.]

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East Cocalico Township
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Project No. 22-120-22

Please call me if you have any questions regarding our comments or recommendations.

Sincerely,

Casey Kerschner

Cc: Lorenzo S. Bonura

Cary Reschne

Romao R. Carrasco Jeffery W. Mitchell

East Cocalico Township Planning Commission

Paul Wenger Steve Brubaker Allan Day Steve Graybill Donald Miller

Chuck Shupp

*Matthew Creme and Bernadette Hohenadel, Township Solicitor

*John Schick, Rettew

*Ted Nelson, Zoning Officer (Technicon)

*Quinn Haller, Township SEO (Technicon)

*Scott Carl, ECTA Administrator

*Ken Spitler, ECTA Superintendent

*Porter Stevens, LCPC

*Ron Hershey, PLS, Hershey Surveying

*Douglas Graybill

*Steve Graybill

Note: * Denotes copied directly by Becker

G:\BEng-Data\Projects\22-120\22-120-22 - 300 Stevens Road\Plan Reviews\Ltr 300 Stevens Subdivision Plan - Review No. 3 2023-03-09.doc



January 9, 2023

East Cocalico Township Planning Commission 100 Hill Road Denver, Pennsylvania 17517

300 Stevens Road
Final Minor Subdivision Plan - Zoning Review
Prepared by: Hershey Surveying, Inc.
Prepared for: Douglas S. Graybill
Plan No. J-170-133

Plan Date: December 7, 2022

TEI File: 4035-125-BG10

Dear Commission Members:

At the Township's request, we have conducted a zoning review for an application of subdivision/land development on the above referenced project. The proposal consists of the subdivision of a one-acre (net) lot from the existing 209.93 acre (net) "Foxchase Golf Club" property, identified as account #080-75375-0-0000.

There is an existing single family dwelling on the proposed new lot, and also a garage and two sheds, one of which is marked "to be removed". There is a private paved road that provides access to the western side of the lot

We have reviewed the referenced plan for conformance with the Township Zoning Ordinance and offer the following comments:

COMPLIANCE WITH THE EAST COCALICO TOWNSHIP ZONING ORDINANCE - CHAPTER 220

- The applicant is proposing to subdivide a one-acre (net) parcel from a 209.93 (net) acre
 parcel. This is for the purpose of establishing a private residence on the lot, which features an
 existing single family dwelling. This use is permitted-by-right in the Rural Residential zoning
 district. 220-14.B(6)
- 2. The rear setback shown on the subdivision plans is twenty-five (25) feet to the eastern property line, where the required minimum setback for rear yards in the zone is fifty feet. This dimensional setback should be revised on the plans. 220-14.D
- 3. The garage on the subdivided lot is non-conforming, as it is within the required front yard (no residential accessory uses are permitted in the front yard, unless a minimum 100 foot setback



is provided). A note should be added to the plans to indicate that the garage currently on the subdivided lot is an existing non-conformity. 220-14.E(2)(a)

4. The private paved road that runs along the western side of the lot provides access, however it is not a public road, nor was it constructed to meet Township standards. The Township solicitor advised that since the dwelling is existing, the section of the Zoning Ordinance which covers required vehicular access (220-39) does not apply. However, waivers from the SALDO will have to be obtained.

GENERAL COMMENTS:

- As previously noted, the Township Solicitor has indicated that no zoning relief for the lack of required vehicular access per 220-39 will be needed, however waivers from the SALDO will have to be obtained.
- 2. The northern and southern property lines would be considered the side yards based on our review. The setbacks should be adjusted accordingly on the plans.

Any questions pertaining to this review letter should be directed to the undersigned at (610) 286-1622 ext. 102, or via email at thelson@technicon2.com.

Respectfully submitted,

Ted Nelson

Technicon Enterprises, Inc., II

East Cocalico Township Zoning Officer

cc: Lisa Kashner, Township Secretary

Matthew J. Creme, Jr., Esq., Township Solicitor

Brent Leid, P.E., Becker Engineering, Township Engineer

Ronald L. Hershey, Hershey Surveying Inc.

Douglas S. Graybill

TEI File: Municipal/East Cocalico/4035-125-BG10-ltr01 300 Stevens Road Final Minor

Subdivision Plan zoning review.doc



Planning Department

150 North Queen Street | Suite 320 Lancaster, Pennsylvania 17603 Phone: 717-299-8333

www.lancastercountyplanning.org

23LP

County Commissioners Ray D'Agostino, Chairman Joshua G. Parsons, Vice Chairman

John B. Trescot, Commissioner

Executive Director

Scott W. Standish

MEMORANDUM

To:

Jeffrey Mitchell, Secretary East Cocalico Township

From:

Gwen E. Newell, RLA, AICP

Senior Planner

Regional

Porter Stevens, AICP

Planner(s):

Senior Planner - Northeast Area

Date:

December 27, 2022

Re:

Advisory Plan Review Comments LCPC # 90-87-4, 300 Stevens Road

East Cocalico Township

The Pennsylvania Municipalities Planning Code establishes standards and procedures for the review of Subdivision and Land Development Plans. The Lancaster County Planning Department offers the following advisory comments and recommendations, which are for your consideration in the application of municipal subdivision and land development regulations to this project.

GENERAL INFORMATION

Subject:

Final Subdivision Land Development Plan

Proposal:

Subdivision of one (1) 1.00-acre parcel from one (1) 209.93-acre parcel

Owner(s):

Douglas S. Graybill, Stephen Graybill, Mary Belle Graybill & Arthur H.

Graybill

Applicant:

Douglas S. Graybill, Stephen Graybill, Mary Belle Graybill & Arthur H.

Gravbill

Firm:

Hershey Surveying, Inc.

Received:

December 12, 2023

LOCATION

Parcel ID #:

0807537500000

Address:

300 Stevens Rd., Stevens, PA, 17578

Location:

North side of Stevens Road, approximately 1,000 feet west of its intersection with

West Church Street

Places2040:

The project site is located outside the Cocalico Urban Growth Area and within

the Agricultural Conservation Character Zone

PATTERN

Zoning:

Rural Residential-R

Project Density: 0.01 units/acre

Present Use:

Single-family detached residential

TIMING

Utilities:

Public water and private sewer service exists



RECOMMENDATIONS

Based upon this review, the Lancaster County Planning Department offers the following comments and recommendations:

PLACES2040 COMMENTARY

This project is not directly addressed by any of places 2040's Five Big Ideas or 26 Policies.

SITE DESIGN COMMENTARY

- As proposed, Lot 2 does not front on a public or private street in accordance with Section 194-34.D(4) of the East Cocalico Township Subdivision and Land Development Ordinance. This requirement should not be waived because the proposed access easement could potentially be removed by present or future property owners while a street right-of-way (ROW) removal is much more difficult. If the proposed access easement were ever to be removed, Lot 2 would be landlocked.
- 2. The Source of Title information on Sheet 1 of 2 should be corrected to Tax Account #080-75375-0-0000.
- 3. A revised deed for the resultant lots should be recorded as part of this plan approval. Recording a new deed with a perimeter legal description may avoid possible confusion during future title research of the affected properties.
- 4. A Shared Access Easement Agreement should be provided and recorded as part of the plan approval. This agreement should note the ownership, rights, and maintenance responsibilities associated with the shared access drive with the lot to the west. The agreement should clarify that East Cocalico Township is not responsible for any agreement arbitration.

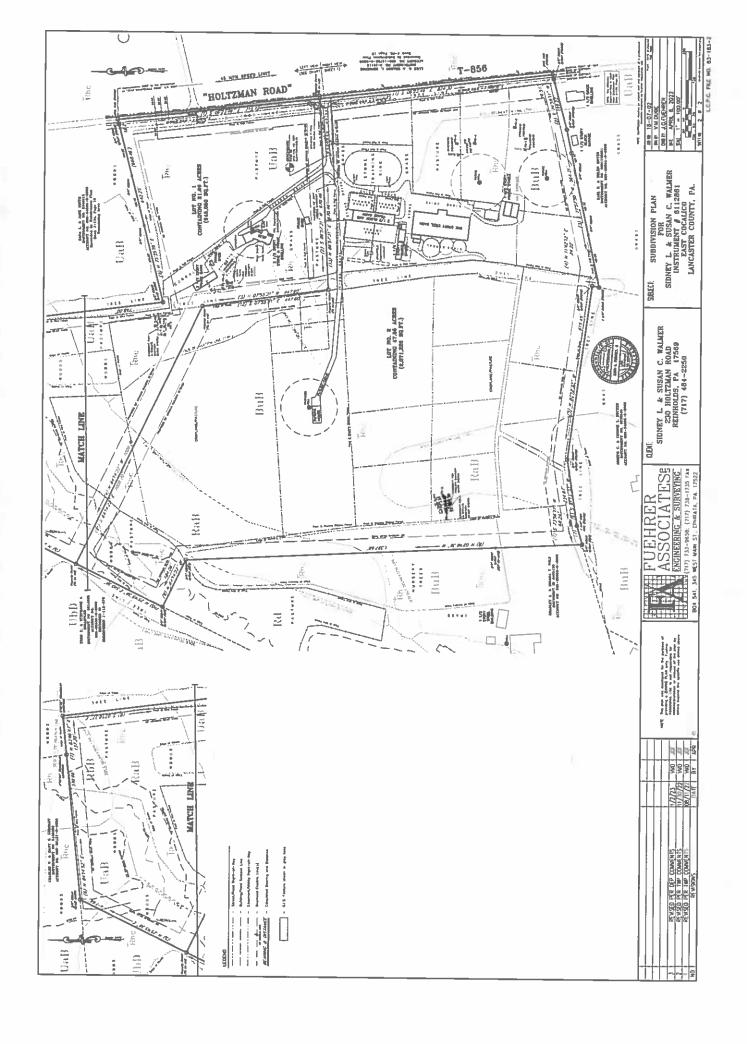
Please note that no land shall be conveyed, transferred, or agreed to be sold, nor shall the construction of any improvements be initiated, until authorized by the local municipal officials.

* * *

JDH/GEN/CPS/mr

Copy: Ronald Hershey, Hershey Surveying, Inc. (East Earl)

S.\COMMUNPL\LCPC\2023\1-9-23\FINAL\90-87-4 300 Stevens Road CPS docx





March 9, 2023

East Cocalico Township Attn: Tommy Ryan, Township Manager 100 Hill Road Denver, PA 17517

> RE: Walmer Subdivision Plan Plan Review No. 3 Project No. 21-120-26

Dear Tommy:

Becker Engineering, LLC (Becker) has reviewed the updated information submitted for the Subdivision Plan for Sidney L. and Susan C. Walmer, as prepared by Fuehrer Associates. The review was conducted in accordance with applicable East Cocalico Township Ordinances. The following documents were submitted for review:

- DEP Act 537 Planning Approval Letter (DEP Code No. A3-36924-248-2), dated February 22, 2023
- Subdivision Plan for Sidney L. and Susan C. Walmer, prepared by Fuehrer Associates, Sheets 1 and 2 of 2, dated April 8, 2022, last revised January 2, 2023, for submission to DEP
- Waiver Request Letter, prepared by Fuehrer Associates, dated November 30, 2022
- Response Letter, prepared by Fuehrer Associates, dated November 30, 2022
- Transmittal Letter to East Cocalico Township, prepared by Fuehrer Associates, dated November 30, 2022
- Declaration of Joint Access Easement (signed November 29-2022) with Exhibit A (dated April 8, 2022)
- Updated DEP Planning Module Packet with attachments including PHMC, PNDI, Soils Information/Soils Testing and Sewer System Inspection, Preliminary Hydrogeologic Study (submitted via email on January 2, 2023)

We offer the following comments and recommendations for your consideration. This review is intended to supplement other reviews or comments by the Township Staff, Zoning Officer, Township SEO and any other agencies involved.

SUBDIVISION AND LAND DEVELOPMENT

The plan was reviewed in accordance with applicable Township requirements.

 The applicant has requested <u>waiver/modifications</u> or <u>deferrals</u> of the following sections of the Subdivision and Land Development Ordinance (SALDO) and Stormwater Management Ordinance

> 525 Greenfield Road | Suite 201 Lancaster, PA 17601 717-295-4975P1717-295-4972F WWW.BECKERENG.NET

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East Cocalico Township
March 9, 2023
Project No. 21-120-26

(SWMO). The Township shall evaluate the <u>waiver/modifications</u> and <u>deferrals</u> requested and the associated justification provided for each:

- A <u>waiver/modification</u> of the requirements of Section 194-9 of the Subdivision and Land Development Ordinance to allow the plan requesting authorization to be submitted and processed as a combined Preliminary/Final Land Development Plan.
- A <u>waiver/modification</u> of the requirements of Section 194-25.C.(1) of the Subdivision and Land Development Ordinance related to improving the existing adjacent roadways, since the nature of the roadway and surrounding properties does not warrant improvements.
- A <u>waiver/modification</u> of the requirements of Section 194-39 of the Subdivision and Land Development Ordinance to relieve the applicant from delineating and depicting floodplains, since the floodplains do not need to be delineated and depicted unless and until improvements are proposed in that area of the property.
- A <u>waiver/modification</u> of the requirements of Section 194-40 of the Subdivision and Land Development Ordinance to relieve the applicant from delineating and depicting wetlands, since wetlands do not need to be delineated and depicted unless and until improvements area proposed in that area of the property.
- A <u>waiver/modification</u> of the requirements of Section 194-14.C.(4) of the Subdivision and Land Development Ordinance to relieve the applicant from showing all key physical features within 200' of the subject property, since the improvements depicted as future are several hundred feet from the nearest property line.
- A <u>deferral</u> of Sections 194-14.D.(4), 194-14.D.(13), 194-14.E.(3), 194-38 of the Subdivision and Land Development Ordinance and Chapter 185 (Stormwater Management Ordinance) requiring approval of a stormwater management plan until such time as a building permit application is submitted. Per coordination with the Township Director of Community Development (DCD), the current plan deferral notation indicates that "The building permit will not be issued until the stormwater management plan has been approved by the Township (and PA DEP if an NPDES permit is required). Prior to issuance of a building permit for a single-family dwelling and/or other improvements, the applicant shall obtain approval of a stormwater management plans satisfying the requirements of the Township Stormwater Management and Earth Disturbance Ordinance current at the time the stormwater management plan is submitted, the stormwater management plan and stormwater easement agreement is recorded, and financial security posted. Should improvements and/or structures be proposed that do not require a building permit, the same requirements shall apply before the applicable permits will be issued."
- A <u>waiver/modification</u> of the requirements of Section 194-46.B.(4) of the Subdivision and Land Development Ordinance to accept the Township DCD recommended fee payment of \$1,000.00, as determined based on market values of comparable properties, in-lieu-of dedication of land, in order to satisfy the SALDO requirements for park and open space.
- 2. Any <u>waiver/modifications</u> or <u>deferrals</u> that are approved by the Board of Supervisors, shall be documented on the plan, including the date of action by the Board of Supervisors, and any related conditions. [Sections 194-12., 194-14.B.(11), 194-14.D.(14) and 194-15.D.]

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Project No. 21-120-26

- 3. The applicant/applicant's consultant propose the establishment of a "Joint Access Easement" over the proposed shared driveway/access drive on Lot No. 2 to jointly serve both Lot No. 1 and Lot No. 2. The Township shall confirm satisfaction with the proposed approach to utilize the existing "access drive" to serve both lots and associated uses. The Township Solicitor has reviewed the "Declaration of Joint Access Easement" as submitted by the applicant's consultant, and has deemed it acceptable, as long as the second Whereas paragraph is updated to reflect the most current plan revision level, and the document is re-signed for recording. As previously noted, Becker recommends the Township also require Note 21 on the Cover Sheet to be updated to document the maximum time frame between the recording of the plan, and the subsequent recording of the access agreement, that is acceptable to the Township (such as 7 days). The Township Solicitor has confirmed that the recording of the easement document shall be performed by the applicant/applicant's consultant. [Sections 220-12.G., 194-28 and 194-36.C.]
- 4. Based on the nature of the plan, single lot subdivision of an agricultural property, and the specifics related to the site location and existing adjacent roadway infrastructure, the Township/Board of Supervisors shall confirm that no additional right-of-way or road frontage improvements are warranted or required at this time, in conjunction with the related <u>waiver/modification</u> request. If the <u>waiver/modification</u> is approved, the plan/project would not require any financial security or Improvement Guarantee Agreement. [Sections 194-25.C.(1), 194-25.J.(1), 194-15.F.(11), 194-18 and 185-19]
- 5. Appropriate Transportation Impact Fee (TIF) shall be paid at the building permit stage in accordance with the Transportation Impact Fee Ordinance adopted by the Township. [Section 203 and Ordinance No. 2011-01]
- 6. Since the applicant/applicant's consultant submitted a <u>waiver/modification</u> requesting authorization to utilize an alternate proposed calculation methodology to determine the appropriate fee in-lieu-of dedication of land to satisfy the SALDO park and open space requirements, the Township/BOS shall confirm acceptance of the fee of \$1,000.00, as previously coordinated between the applicant's consultant and the prior Township DCD. [Section 194-46.B.(4)]
- 7. All statements of accuracy and certifications must be signed prior to plan approval. Upon recording a final copy of the plans and any related information shall be provided to the Township in pdf format. [Section 194-15.F.]

Please call me if you have any questions regarding our comments or recommendations.

Sincerely,

Brent E. Lied, P.E.

Senior Project Manager

Page 4 of 4 East Cocalico Township March 9, 2023 Project No. 21-120-26

Cc: Lorenzo S. Bonura

> Romao R. Carrasco Jeffery W. Mitchell

East Cocalico Township Planning Commission

Paul Wenger Steve Brubaker Steve Graybill **Donald Miller** Chuck Shupp

Allan Day

*Matthew Creme and Bernadette Hohenadel, Township Solicitor

*John Schick, Rettew

*Veronica Dube, P.E., Fuehrer Associates

*Sidney and Susan Walmer

*Porter Stevens, LCPC

*Kaylyn Gordon, LCCD

Note: * Denotes copied directly by Becker

G:\BEng-Data\Projects\21-120-26 (Susan Walmer Subdivision)\Ltr Walmer Subdivision Plan - Review No. 3 2023-03-09.doc



Planning Department

150 North Queen Street | Suite 320 Lancaster, Pennsylvania 17603 Phone: 717-299-8333

www.lancastercountyplanning.org

22LP

County Commissioners
Ray D'Agostino, Chairman

Joshua G. Parsons, Vice Chairman John B.Trescot, Commissioner <u>MEMORANDUM</u>

To:

Jeffrey Mitchell, Secretary

East Cocalico Township

Executive Director Scott W. Standish

From:

Gwen E. Newell, RLA, AICP

Senior Planner

Regional Planner(s):

Porter Stevens, AICP FOR CPS Senior Planner - Northeast Planning Area

Date:

June 17, 2022

Re:

Advisory Plan Review Comments

LCPC #: 83-183-2, Sidney L. & Susan C. Walmer

East Cocalico Township

The Pennsylvania Municipalities Planning Code establishes standards and procedures for the review of subdivision and land development plans. The Lancaster County Planning Department offers the following advisory comments and recommendations, which are for your consideration in the application of municipal subdivision and land development regulations to the project.

GENERAL INFORMATION

Subject:

Final Subdivision / Land Development Plan

Proposal:

To subdivide a 69.2 acre lot into a 21.69 acre Lot 1 with an existing dwelling,

barn, and associated infrastructure and a 47.55 acre Lot 2 with existing barns.

To construct a dwelling unit on Lot 2.

Owner(s):

Sidney L. & Susan C. Walmer

Applicant:

Same

Firm:

Fuehrer Associates

Received:

May 17, 2022

LOCATION

Parcel ID #:

0802605800000

Address:

230 Holtzman Road, Reinholds PA

Location:

West side of Holtzman Road, north of W. Swartzville Road

Places2040:

The project is located outside the Reinholds Village Growth Area and is located within the agricultural preservation and agricultural conservation character

zones.

PATTERN

Zoning:

Agricultural

Present Use:

Agricultural

TIMING

Utilities:

Private water and sewer service exists



RECOMMENDATIONS

Based upon this review, the Lancaster County Planning Department offer the following comments or recommendations:

SITE DESIGN COMMENTARY

1.	The LCPC signature block should be revised to the following:
	LANCASTER COUNTY PLANNING DEPARTMENT'S REVIEW CERTIFICATE
	This Plan, bearing LCPC File No, was reviewed by staff of the Lancaster County Planning Department on, 20 as required by the Pennsylvania Municipalities Planning Code, Act 247, of 1968, as amended. This certificate does not represent nor guarantee that this plan complies with the various ordinances, rules, regulations, or laws of the local municipality, the commonwealth, or the federal government.
	*
	* Signature of the Chairperson or their designee
2.	Note #15 should be revised to note the number of subdivision rights remaining under current zoning and which of the proposed lots retains those rights.
3.	The recording number for the shared access easement agreement should be completed in Note #22 prior to plan recording.
4.	The plans should note if the post and wire fencing that crosses the proposed property line will be removed, relocated, or remain.
5.	The 100 foot well isolation easement should be located on the plan.
6.	Revised deeds for the resultant lots should be recorded as part of this plan approval. Recording new deeds with a perimeter legal description may avoid possible confusion in future title research of the affected properties.
Please improv	note that no land shall be conveyed, transferred, or agreed to be sold, nor shall the construction of any tements be initiated, until authorized by the local municipal officials.
	* * *
GEN/f	
Сору:	Veronica Dube, Fuehrer Associates, Ltd. (Ephrata) Sharyn Young, Director of Community Development, East Cocalico Township

5 VCOND/UNPIALCPC/2022/6-27-22/FINAL/83-183-2 Sidney&SusanWalmer-CPS does

East Cocalico Township 10 Hill Road Denver, PA 17517

RE:

Waiver of Ninety-Day Review Period

Pennsylvania Act 247, Section 508

APPLICANT:

Roechling Medical Lancaster, LLC

PROJECT:

Expansion of Existing Building

The above-noted Applicant wishes to waive the prescribed ninety (90) day review period as provided for in Section 508 of Act 247, as amended, so that East Cocalico Township may undertake a proper review of our subdivision/land development application. We understand that we reserve the right to re-establish and initiate this review period at our discretion, which shall begin effective on the date on which such written notice is delivered to, and received by, East Cocalico Township.

SIGNED	DNTN	
NAME	Brian Tennies	
TITLE	General Manager	
DATE	<u>Fe</u> bruary 28, 2023	



March 1, 2023

Kenneth McCrea East Cocalico Township 100 Hill Road Denver, PA, 17517

Subject: Reamstown Heights Subdivision Stormwater System Repairs

Dear Mr. McCrea:

The Lancaster County Redevelopment Authority has reviewed the bids for the above referenced project. The award of a construction contract to Mr. Rehab, LLC is approved.

It is a requirement of the grant agreement that a preconstruction conference be held before the Notice to Proceed is issued to the contractor.

It is also a condition of the grant agreement that you provide the Redevelopment Authority with a signed original copy of the construction contract, a copy of the performance and payment bonds, and a copy of the contractor's certificate of insurance with the inclusion of the Redevelopment Authority of the County of Lancaster.

If you should have any questions regarding the above, please contact me at (717) 394-0793 ext. 232.

Sincerely,

Sean Houmpe

Sean Krumpe Program Coordinator

Reference Number	Description	Туре	MOU	Quantity	Mr. Reheb LLC	Standard Pips Services, LLC	SNYDER ENVIRONMENTAL SERVICES	Insituform Technologies
UNIT PRICE SCI	HEDULE - Reamstown Heights Subdivision Scormuste	r System	Repair	s Project	\$195,132.50	\$294,800.00	\$292,025.00	\$309,921.00
1	Cardinal Drive - 12-inch Diameter Storm Sewer Lining, Cleaning, Pre and Post Internal Televising, Terminal Sealing at Manholes, Including Root and Protrusion Cutting, and incidentals, Complete in Place	Base	LF	145	\$18,922,50	\$20,300.00	\$33,350.00	\$29,290.00
1	Cardinal Drive - 15-Inch Diameter Storm Sewer Lining, Cleaning, Pre and Post Internal Televising, Terminal Sealing at Manholes, Including Root and Protrusion Cutting, and Incidentals, Complete in Place	Base	ıı	300	\$21,000.00	\$34,500.00	\$33,000.00	\$30,000.00
,	Cardinal Drive - 18-Inch Diameter Storm Sewer Lining, Cleaning, Pre and Post Internal Televising, Terminal Sealing at Manholes, Including Root and Protrusion Cutting, and Incidentals, Complete in	Base	LF	245	\$22,050.00	\$36,750.00	\$28,175.00	\$34,300.00
5	Cardinal Drive - 24-Inch Diameter Storm Sewer Lining, Cleaning, Pre and Post Internal Televising, Terminal Sealing at Manholes, Indusing Root and Protrusion Cutting, and Incidentals, Complete in Place	Base	LF	920	\$99,360.00	\$151,800.00	\$115,000.00	\$132,480.00
6	Cardinal Drive - 27-Inch Diameter Storm Sewer Lining, Cleaning, Pre and Post Internal Televising, Terminal Sealing at Manholes, including Root and Protrusion Cutting, and incidentals, Complete in Place	Base	ĒΑ	205	\$29,725.00	\$38,950.00	\$41,000.00	\$38,335.00
7	Heavy Cleaning of Existing Storm Sewer Lines, Including Debris Disposal, Complete in Place	Base	HR	5	\$2,475.00	\$2,500.00	\$3,500.00	\$2,515.00
E	Work Zone Traffic Control, Complete in Place.	Base	u	1	\$500.00	\$2,500.00	\$3,000.00	\$9,000.00
1	Mobilization and Demobilization	Base	Ľ	1	\$600.00	\$5,000.00	\$28,500.00	\$34,000.00
10	Bonds and Insurances	Bese	LS	1	\$500.00	\$2,500.00	\$6,500.00	\$1.00
Alternate No. 1 pairs Project	UNIT PRICE SCHEDULE - Resmittown Heights Subdiv	delon Sto	rmwati	r System	\$28,110.00	\$52,600.00	\$55,200.00	\$48,606.00
11	Oriole Drive - 15-Inch Diameter Storm Sewer Lining, Cleaning, Pre and Post Internal Televising, Terminal Sealing at Manholes, Including Root and Protrusion Cutting, and Incidentals, Complete in Pieze	Option	LF	440	\$26,620.00	\$50,600.00	\$52,800.00	519,600.00
12	Heavy Cleaning of Existing Storm Sewer Lines, Including Debris Disposal, Complete in Place	Option	HIL	2	\$990.00	\$1,000.00	\$1,400.00	\$1,006.00
13	Work Zone Traffic Control, Complete in Place.	Option	LS	1	\$500.00	\$1,000.00	\$1,000.00	\$8,000.00
Alternate No. : pairs Project	UNIT PRICE SCHEDULE - Reemstown Heights Subdiv	islam Star	mwate	r System	\$20,740.00	\$33,625.00	\$43,150.00	\$39,256.00
14	Blue Jay Drive - 15-inch Diameter Storm Sewer Lining, Cleaning, Pre and Post Internal Televising, Terminal Sealing at Manholes, Including Root and Protrusion Cutting, and Incidentals, Complete In Place	Option	ម	275	\$19,250.00	\$31,625.00	\$41,250.00	\$30,250.00
15	Heavy Cleaning of Existing Storm Sewer Lines, Including Debris Disposal, Complete in Place	Option	HR	2	\$990.00	\$1,000.00	\$1,400.00	\$1,006.00
16	Work Zone Traffic Control, Complete in Place.	Option	15	1	\$500.00	\$1,000.00	\$500.00	\$8,000.00
Alternate No. : poirs Project	LUNIT PRICE SCHEDULE - Reamstown Heights Subdiv	rision Sto	erreverb	er System	\$45,885.00	\$72,100.00	\$83,700.00	\$99,523.00
17	Bunker Hill - 15-inch Diameter Storm Sewer Lining, Cleaning, Pre and Post Internal Televising, Terminal Sealing at Manholes, Including Root and Protrusion Cutting, and Incidentals, Complete in Place	Option	រេ	180	\$12,600.00	\$20,700.00	528,800.00	\$24,300.00
18	Bunker Hill - 18-Inch Diameter Storm Sewer Lining, Cleaning, Pre and Post Internal Televising, Terminal Sealing at Manholes, including Root and Protrusion Cutting, and incidentals, Complete in Place	Option	LF	320	\$28,800.00	\$48,000.00	\$51,200.00	\$47,040.00
19	Protruding Tap Removal, Including Debris Disposal, Complete in Place.	Option	ĒΑ	3	\$1,500.00	\$900.00	\$1,350.00	\$1,674.00
20	Heavy Cleaning of Existing Storm Sewer Lines, Including Debris Disposal, Complete in Place	Option	HR	3	\$1,485.00	\$1,500.00	\$2,100.00	\$1,509.00
21	Work Zone Traffic Control, Complete in Place	Option	LS	1	\$1,500.00	\$1,000.00	\$250.00	\$25,000.00
	P 2000 NO 20 PA 11		-	-				



3020 Columbia Avenue, Lancaster, PA 17603 Phone: (800) 738-8395

E-mail: rettew@rettew.com . Web site: rettew.com

Engineers

Environmental Consultants

February 2, 2023

Surveyors

East Cocalico Township Supervisors
East Cocalico Township

Landscape Architects

100 Hill Road Denver, PA 17517 Safety Consultants

RE:

Proposal for: Hill Road and White Oak Road Box Culverts

East Cocalico Township, Lancaster County

RETTEW Project No. 031722035

Dear Supervisors:

Each project comes with its own particular considerations. Having the technical know-how to address the project's requirements is important, but delivering real solutions that protect you and your investment is paramount. RETTEW Associates, Inc., will actively partner with you in making the Hill Road Box Culvert and White Oak Road Box Culvert project a success. Through superior project management and responsive services, with an emphasis on bringing East Cocalico Township a clear, creative perspective, we will work to achieve your goals in a timely and cost-effective manner.

In preparing this proposal we identified certain project considerations worth noting.

- This proposal is the engineering scope and fee for both bridges.
- There are no historic or archaeological impacts and the bridge widening and profile raise will be minimized, all of which indicate the use of a General Permit-11, which limits the required permitting effort.
- Both bridges can be constructed simultaneously. The Hill Road detour during construction is approximately 4 miles long and will include Smokestown Road, SR 897 and SR 272. The White Oak Road detour is approximately 1.5 miles long and includes Smokestown Road and Martzall Road.
- Every effort will be made to minimize disturbance to the adjacent properties. At the Hill Road bridge there is Township property as well as the riparian area downstream from the bridge. The large tree on the upstream side of the bridge will be removed. The White Oak bridge is surrounded by meadow.
- RETTEW will target completion of permitting and engineering in 2023 with the goal of completion of construction in 2024.
- To reduce engineering and construction costs for the Township and to make the bid package more attractive to contractors, both bridges will be advertised for construction with a single advertisement and bid package.

For the subject project, we understand your goals to include completing Survey, Permitting, Bridge and Roadway Engineering, and Bid Documents and Bidding for both bridges. These services are expanded and outlined below in more detail.



SCOPE OF SERVICES

A. SURVEY (PHASE 901)

RETTEW will:

- 1. Obtain and plot current deeds and plans of record for properties adjacent to both bridges.
- 2. Notify the property owners of Intent to Enter by certified mail
- 3. Verify right-of-way width and location of Hill Road and White Oak Road.
- 4. Notify utilities through the Pennsylvania 811 system. Utility notifications will be routine requests for mark-out of utilities in the field. This proposal DOES NOT include any non-intrusive subsurface investigation and/or confined space entries into manholes or storm structures.

Note: We will follow up with utility service providers to request copies of utility plans. If necessary, copies of the draft survey will be provided to request that they confirm the locations of their lines as shown.

- 5. Locate property corner markers and property line evidence for the properties identified above. This does not constitute complete boundary surveys.
- 6. Perform a topographic survey of the project site based on the following limits. This includes 200 feet from the bridge centerline, along Hill Road and White Oak Road. The road corridor topo will extend 20 feet beyond pavement edges. The hydrographic survey will include 200 feet upstream and downstream along the unnamed tributary to the tops of embankments and 20 feet beyond. The topographic survey will include:
 - a. Locations and elevations of existing features:
 - Bridge detail deck elevations, supporting structure lengths and elevations, bottom of structure elevation and dimensions at the faces of the bridge, and detailed locations and elevations of the existing bridge abutments.
 - ii. Pavement edges, centerlines and pavement markings.
 - iii. Curbing and sidewalks.
 - iv. Guide rails, retaining walls and limits of bridge decking.
 - v. Fences, signs and mail boxes.
 - vi. Individual trees within 50 feet of the existing bridge.
 - vii. Edges of wooded and brush covered areas.
 - viii. Edges of creek and elevations of centerline and embankments.
 - b. Locations of above ground and/or underground utilities which are visible on the surface of the ground or are identifiable from utility markings and/or best available plan information and results of utility inquires. Locations of underground utilities will be approximate.

Note: Horizontal datum will be PA State Plane Coordinates, South Zone, NAD 83(2011). Vertical datum will be NAVD 88.

- Set vertical benchmarks; one on either side of the existing bridge, outside the area of proposed construction.
- 8. Prepare survey base mapping showing the following:



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- a. Locations of property lines for the properties based on Lancaster County GIS mapping data.
- b. Right-of-way lines of Hill Road.
- Vertical benchmarks and survey control points with coordinates and elevations.
- d. Contours with a one foot interval.
- e. Existing features and utilities as noted above.
- f. Locations of 100-year floodplain boundaries based on publicly available information (FEMA or Lancaster County GIS mapping data).
- g. Wetland boundaries (location information to be provided by others).

Deliverables: CAD and survey data files for conversion to MicroStation at a scale of 1"=25'.

B. AQUATIC RESOURCE DELINATION (PHASE 401)

RETTEW will:

- Conduct a detailed identification and delineation of any wetlands and watercourses for the proposed bridge project. The wetlands delineation area of investigation (AOI) for the proposed project will encompass approximately 300 feet around each bridge.
- Delineate in the field the location of any wetland boundaries using the criteria in the new United States Army Corps of Engineers (USACE) 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0). We will gather the necessary data to document uplands and any wetland areas and complete a wetland data sheet for each sample point used to determine upland and wetland areas. Based on the review of aerial mapping and other secondary resource information including the Lancaster County Soil Survey, U.S. Geological Survey Topographic Quadrangle, and National Wetlands Inventory Map, we anticipate delineating one stream and two wetlands in the AOI.
- Locate and map stream/wetland boundaries using a Trimble Global Positioning System (GPS) receiver. The data will then be downloaded, processed, and plotted on aerial base maps.
- 4. Prepare a Wetland Delineation Memorandum summarizing the conditions encountered in the AOI and the methodology used in determining upland areas and any water resource boundaries. This memorandum will include a justification of the findings, data sheets, mapping, and photographs, and will be suitable for regulatory review and permit applications.

Deliverable: Wetland Delineation Memorandum

C. AGENCY COORDINATION (PHASE 404)

RETTEW will:

- 1. Run an online PNDI review of each project area.
- Prepare coordination letters to resource agencies for any PNDI conflicts. These letters will include the signed PNDI review receipt, a detailed project description, site location



mapping, project site plan on an aerial base showing wetlands and streams, and site photographs.

Follow up with each agency via telephone/email to ensure timely agency review.

Deliverable: Agency coordination letters with attachments.

D. HYDROLOGY AND HYDRAULIC STUDY (PHASE 667)

RETTEW will:

- Perform the hydrologic and hydraulic analysis utilizing HEC-RAS for the existing and proposed conditions. Neither crossing is within a FEMA-detailed floodplain study area. The GP-11 permit instructions state that a bridge improvement project may not increase water surface elevations for the 100-year flood event. RETTEW will balance this requirement with the other site requirements to come to a total project solution for the bridge replacement.
- Analyze temporary conditions during construction which may include cofferdams and causeways, when required for construction access. During the analysis, our bridge engineers will coordinate development of an efficient waterway for each phase of construction.
- 3. Prepare an H&H summary showing existing and proposed flood water surface elevations and velocities.
- Analyze the potential for scour and design scour protection.

Deliverable: H&H Summary for inclusion in the General Permit Application.

E. EROSION AND SEDIMENTATION POLLUTION CONTROL PLANS (PHASE 665)

RETTEW will:

- 1. Prepare the Erosion and Sedimentation (E&S) Pollution Control Plans in accordance with the requirements of PADEP and the Lancaster County Conservation District.
- 2. Submit the E&S Plans with the General Permit Application to PA DEP.

Deliverable: E&S Plans for inclusion in the General Permit Application.

F. GENERAL PERMIT REGISTRATION (PHASE 405)

Preliminary review indicates that both projects will require a Pennsylvania Department of Environmental Protection (PADEP) Chapter 105 Water Obstructions and Encroachment General Permit No. 11 (GP-11) for the box culvert replacements. The proposed projects will also require Section 404 authorization, which will be issued through the PASPGP-6. It is anticipated that the projects will meet the GP-11 conditions.

RETTEW will:

1. Prepare notifications to the appropriate county and municipality notifying them of the intent to submit the permit application.



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 Prepare a General Permit (GP) registration package for each bridge, including the General Permit Registration Form, location map, project plans, cross section drawings, site photographs, and other supporting documentation as required. Project impacts will be quantified and included in the Aquatic Resource Impact Table.

Deliverable: GP-11 registration package for submission to the appropriate PA DEP Regional Office.

G. FINAL BRIDGE ENGINEERING (PHASE 662)

RETTEW will:

- Design the bridge in accordance with PennDOT's Design Manual, Part 4, AASHTO LRFD Bridge Design Specifications and in accordance with current PennDOT policy and criteria.
- Prepare Final Box Culvert Plans in accordance with PennDOT requirements and standards.
 The final bridge plans will include information and details for construction of the box culvert structure. Plans will include, but not be limited to: general plan and elevation, general notes, typical section and rating tables, quantity table, stake-out plan, box culvert fabrication details and reinforcement bar schedules.
- Prepare project specifications by referring to PennDOT standard specifications and preparing additional specifications when construction items do not conform to PennDOT specifications.
- 4. Seal the bridge plans with a Pennsylvania Engineer's seal.

Deliverable: Final Bridge Plans and specifications for inclusion with the final contract documents.

H. FINAL ROADWAY ENGINEERING (PHASE 663)

RETTEW will:

- Provide required information and plans for the roadway construction. Final Construction
 Plans will include horizontal and vertical alignment, right-of-way requirements, roadway
 typical sections, utility locations, drainage design, and pavement type. Quantities will be
 tabulated for the bid documents; however, PennDOT tabulation sheets will not be included.
 Cost estimate and an estimate of the construction duration will also be submitted. The
 roadway plans will generally be prepared in accordance with PennDOT Design Manual 2 and
 3 requirements.
- Develop the Traffic Control Plan. A detour is required for both roads.
- 3. Complete plans at a scale of 1 inch = 25 feet on 22" x 34" (ANSI D) sheets..
- Prepare project specifications by referring to PennDOT standard specifications as much as possible. Special provisions will be prepared for construction items that do not conform to PennDOT specifications.

Deliverable: Final Roadway Construction Plans and specifications for inclusion with the final contract documents.

I. UTILITY COORDINATION (PHASE 664)

RETTEW will:



- 1. Coordinate efforts in accordance with Pennsylvania Act 287 of 1974, as amended by Act 181 of 2006.
- Provide the utility suppliers in the area with base plan information and request verification of presence of their facility in the project area, and to confirm type, location and extent of their facility.
- Update base plan information to reflect the location information provided by the utilities
 and evaluate for conflicts with proposed construction. This proposal does not include
 design of utility relocations; it is assumed that utility relocation design will be conducted
 by the utilities as required.
- 4. Show utility relocations developed by the utilities on plans as provided by the utility. Aid in the securing of utility reimbursement agreements by the Township, if warranted.

J. BID DOCUMENTS AND BIDDING (PHASE 668)

RETTEW will:

- Prepare Bid documents to supplement the construction plans and specifications using RETTEW's standard municipal bid forms. A copy of the final bid documents will be sent to the Township for review and comment. Comments will be addressed and the documents will be updated.
- 2. RETTEW will prepare an advertisement for the Township and advertise the project in the local newspaper; however, the invoice for the printed advertisement will be sent to the Township.
- 3. Provide the construction plans, specifications and bid documents for distribution to bidders.

 PennBid will be used for the distribution of the bid documents to contractors.
- 4. Prepare addenda to the construction and bid documents to resolve questions of bidders. A pre-bid conference will not be held. Copies of the addenda and accompanying plans will be provided to Township personnel for their record and distribution to all bidders. Our fee is based on preparing up to three addenda.
- 5. Review the bids for conformance to the bid requirements and make a recommendation to Township personnel on award of the contract.
- 6. Issue applicable notice of award at the direction of the Township and assist in securing executed construction contracts.

CONSTRUCTION ADMINISTRATIVE SERVICES (PHASE 670) - TIME & EXPENSE

RETTEW will:

- Coordinate completion of the Notice of Award with the Contractor following Township approval.
- Coordinate review and approval of contract documents and signing of Agreement between the Contractor and Township.
- 3. Schedule and conduct a pre-construction meeting with Township personnel and the Contractor. Prepare meeting minutes and distribute to all parties.
- Review and approve or disapprove shop drawings, material certifications and supplier
 questions, as appropriate. Maintain a log that documents the submission and progression of
 all documents.



- Coordinate with the contractor to answer questions related to the contract drawings.
 Maintain a log that documents the question and RETTEW response.
- 6. Review and approve or disapprove payment applications.
- Perform part-time construction observation services. RETTEW will provide qualified staff to observe construction activities for critical activities. It is assumed that Township personnel will be responsible for daily or weekly visits apart from the critical activities RETTEW will observe. For each activity, it is anticipated a maximum of eight hours will be required to account for preparation, travel, on-site and debrief time. These activities are limited to the following:
 - Precast Box, Inlet & Outlet erection
 - Headwall Rebar
 - Paving
 - Final walk-through

The Township may handle some of the above construction observation. This will be determined as the project begins.

ANTICIPATED PROJECT SCHEDULE

RETTEW anticipates the following schedule:

Milestone	Targeted Completion Date				
Survey & Wetland Delineation	February 2023				
Preliminary Engineering (H&H, Roadway & Bridge)	April 2023				
E&S Plan and GP-11	May 2023				
Final Engineering (Roadway & Bridge)	December 2023				
Township & Utility Coordination	December 2023				
Bid Documents & Bidding	January 2024				

COMPENSATION

RETTEW proposes to provide the aforementioned professional services for the Lump Sum fee stated below. The costs are provided below for your convenience:

PROFESSIONAL FEES

A.	Survey (Phase 901)	\$19,480.00
В.	Aquatic Resource Delineation (Phase 401)	\$8,940.00
C.	Agency Coordination (Phase 404)	\$2,720.00
D.	Hydrology and Hydraulic Study (Phase 667)	\$17,540.00
E.	Erosion and Sedimentation Pollution Control Plans (Phase 665)	\$12,750.00
F.	General Permits Registration (Phase 405)	\$11,640.00
G.	Final Bridge Engineering (Phase 662)	\$49,970.00
H.	Final Roadway Engineering (Phase 663)	\$12,900.00
l.	Utility Coordination (Phase 664)	\$8,680.00
J.	Bid Documents and Bidding (Phase 668)	\$8,510.00
K.	Construction Administration (Phase 670) Time & Expense	\$20,120.00



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East Cocalico Township
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RETTEW Project No. 031722035

EXPENSES

Expenses such as reprographic services, equipment fees, mileage, and overnight travel that are directly incidental to our professional services shall be invoiced to you at our standard rates; expenses from our vendors shall be invoiced at 1.15 times our cost. Expense costs will be in addition to the Professional Fees stated above.

Estimated expenses for the above services associated with the project:......\$1,640.00

TOTAL PROPOSED FEES\$174,890.00

MEETINGS

All review agency meetings, or meetings not listed in the Scope of Services, shall be attended as requested on a time and expense basis per the hourly rate of the individual effective at the time of the meeting. These costs will be invoiced in addition to the Proposed Fees stated above.

ASSUMPTIONS AND RESTRICTIONS

The following is a list of assumptions and restrictions that apply to this proposal:

- RETTEW will be granted access to all properties as may be required to perform the field survey.
- The definition and delineation of wetlands on any specific site is subject to interpretation by various public agencies. RETTEW will, to the best of its ability, accurately delineate the wetland limits based on current regulations and the firm's experience with the regulatory agencies. RETTEW cannot, however, guarantee that the regulatory agencies involved will concur with those limits.
- Fieldwork associated with threatened and endangered species coordination is not included within the scope of this proposal. If a phase 1 bog turtle habitat assessment is required, a supplement to this contract will be required.
- 4. Compensatory mitigation is not included as part of this proposal.
- 5. Temporary easements will be necessary, and right-of-way may also be required so the project can be constructed. RETTEW can assist with Right-of-Way and Temporary Construction Easement exhibits, but they are not currently included in this scope.
- 6. Engineering and permitting for a temporary crossing are not included as part of this proposal.

ADDITIONAL SERVICES

Services not included in the scope and fee described herein may be provided by RETTEW upon your request. We will perform these services as an addendum to the Professional Services Agreement or mutually acceptable substitute agreement, should they prove to be necessary. Proper written authorization must be given prior to initiating any additional services.



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East Cocalico Township
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RETTEW Project No. 031722035

BILLING SCHEDULE

RETTEW will invoice you at the end of each four-week billing period for services performed to date. Invoices are payable per the terms of the enclosed Professional Services Agreement.

If this proposal is satisfactory and acceptable, and fully sets forth all the items of our understanding, please signify your acceptance by signing the enclosed Professional Services Agreement and returning it to our office. We will forward a fully executed copy to you. This document will then constitute our completed agreement. If we are given verbal or written authorization to proceed with any portion of this work prior to receiving an executed agreement, or if we receive payment from you toward this project, the terms and conditions of the attached Professional Services Agreement will be considered to be in full force, as if it had been executed, until such time as another agreement is executed by both parties.

If you have any questions regarding this proposal or wish to discuss any item(s) contained herein, please do not hesitate to call our office. We will work to give you the quality service you deserve as a valued client of RETTEW.

Sincerely,

David Hoglund, PE Project Manager

dhoglund@rettew.com

Jeffrey Case, PE

Director

jcase@rettew.com

Enclosure

copy: Daniel Rogers

\\EgnyteDrive\rettew\Shared\Projects\03172\031722035\00 Contracts\00 Proposal\2023-02-02_Pro_ECocalico_Hill Road Box.docx



PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

- 1. Scope of Services. RETTEW Associates, Inc. ("RETTEW") agrees to provide professional services set forth in the Scope of Services to the Client (the "Services") pursuant to these Terms and Conditions (the "Terms"). These Terms, together with the Professional Services Agreement and its attachments, constitutes the entire agreement between the parties concerning the Services. Unless specifically included in the Scope of Services, RETTEW shall not provide any construction phase services including, but not limited to, construction observation of any other contractor's work, RETTEW shall not control, or be responsible for, the construction means, methods, techniques, sequences or procedures of any contractor and shall not be responsible for site safety. RETTEW shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities or other responsibilities are specifically assigned to RETTEW in the Scope of Services.
- Invoices. Client represents and warrants that it possesses the financial resources to fulfill its payment obligations hereunder and that such resources do not rely significantly on contingent, third-party monies. Client agrees to maintain such resources during the term hereof and that the failure to maintain such resources shall constitute a material breach hereof. Unless otherwise agreed, Client will be invoiced every 4 weeks for services performed to date and a final invoice will be timely provided upon completion of the Services. Payment is due on receipt and is past due 30 days from invoice date. Interest will be added after 30 days at the rate of 1.5% per month or partial month overdue. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to RETTEW within 10 days of the date of invoice. Client will reimburse RETTEW's reasonable attorneys' fees and litigation costs incurred in pursuing collection of any amount due from Client, in addition to amounts otherwise due hereunder. Timely payment to RETTEW is a material consideration of this Agreement. RETTEW may suspend or terminate its work upon written notice if any Client invoice is not timely paid. Client agrees to defend, indemnify and hold RETTEW harmless from any damages that may arise due to such suspension or termination.
- 3. Standard of Care, RETTEW shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. This standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards, RETTEW MAKES NO EXPRESS WARRANTIES, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES IMPLIED BY LAW AS THEY MAY APPLY TO THIS AGREEMENT, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client agrees that neither RETTEW nor any of its subconsultants owes any fiduciary duty to Client or agency relationship between Client and RETTEW and that, in any event, RETTEW's course of conduct during the performance of the Services shall not create a fiduciary duty or agency relationship.
- Indemnification. To the fullest extent permitted by law, Client agrees to indemnify, defend and hold the RETTEW Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by Client or any individual or entity for whose acts Client is responsible. To the fullest extent permitted by law, RETTEW agrees to indemnify, defend and hold the Client Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by RETTEW or any individual or entity for whose acts RETTEW is responsible. With regard to any claims arising out of professional services, any defense obligation assumed by RETTEW shall be interpreted as an obligation to reimburse reasonable defense costs, including but not limited to reasonable attorney's and expert's fees. As used in Paragraphs 4 and 5, a "Group" includes the identified party, its parents, subsidiaries and affiliates, their agents, successors and assigns, or any of their shareholders, directors, partners, members, officers or employees.

5. Limitations of Liability.

- a. RETTEW Group's aggregate liability for damages arising from or related to this Agreement, under any theory of liability, shall not exceed the fees paid by Client for performance of the Services. RETTEW shall only be liable for such damages to the extent caused by its negligence or breach of this Agreement.
- b. If RETTEW fails to include any required item or component of the Project from the drawings, sketches, specifications and other documents in any form provided to or for Client by RETTEW under this Agreement (the "Deliverables"), RETTEW shall correct the omission on the Deliverables without charge to Client and reasonable additional construction costs incurred by the Client due to the omission, but shall not be responsible for the cost of the item or component itself, or the cost of installation.
- c. Neither party Group shall be liable to the other for punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use, fines, penalties, and

- loss of or corruption to data) arising from or related to this Agreement, regardless of the theory liability, and even if they have been advised of the possibility of such damages or loss.
- d. RETTEW hereby advises Client that it is willing to negotiate higher limitations of liability than those set forth herein, subject to increased compensation. Client has chosen to enter into this Agreement subject to the above limitations of liability after consideration of the totality of the proposal presented by RETTEW.
- 6. Relationship with Other Consultants and Contractors RETTEW is not responsible for any errors or omissions by other consultants, contractors or their respective subcontractors (collectively, "Contractors"), including, but not limited to, such Contractors' failure to adhere to the Deliverables, regardless of whether or not RETTEW is observing their work. RETTEW owes no duty to any Contractor to discover their errors, omissions or other defects in its work or in the work of its subcontractors. Client will use reasonable efforts to include the following language in its agreements with other Contractors on the Project: "To the fullest extent permitted by law, contractor or consultant expressly waives any claims or causes of action against the project engineer for damages sustained in connection with the project, under any theory of liability, except to the extent that the damages resulted from personal injury or property damage. The project engineer is an intended third-party beneficiary of this provision."
- 7. Termination. In addition to any other termination rights set forth herein, this Agreement may be terminated by either party upon 7 days written notice if the other party fails materially to perform in accordance with its terms. If the Project is permanently abandoned, this Agreement may be terminated by Client upon at least 7 days written notice to RETTEW. In the event of termination of the Project, Client will compensate RETTEW for Services performed or provided up to its receipt of the written notice of termination, for all reimbursable expenses incurred by RETTEW in furtherance of the Services (whether or not incorporated into the Services prior to termination), and reasonable fees and expenses directly associated with the closing the matter, the latter as approved by Client in advance. Timely payment to RETTEW is a material consideration of this Agreement. Client's failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for termination by RETTEW.
- 8. Insurance. During the term of the Agreement, RETTEW will maintain Workers' Compensation insurance, General Liability insurance, Automobile insurance, and Professional Liability insurance in commercially reasonable amounts. Client will maintain, or require its other contractors or consultants on the Project to maintain, such policies (if applicable) in commercially reasonable amounts. Except to the extent that such waiver would invalidate the applicable insurance coverage, the parties waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages to the extent covered by property insurance, except such rights as they may have to the proceeds of such insurance. Client and RETTEW shall require similar waivers from their contractors, consultants and agents.
- 9. Opinions of Probable Construction Cost. RETTEW's opinions of probable construction cost and other cost opinions or estimates are to be made on the basis of RETTEW's experience and qualifications as an engineer and represent RETTEW's best judgment as an experienced and qualified design professional generally familiar with the industry. However, because RETTEW has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, RETTEW cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by RETTEW or other cost opinions or estimates. If Client wishes greater assurance as to probable construction costs, Client shall employ an independent cost estimator.
- 10. Disputes. If a dispute arises from or relates to this Agreement or the breach thereof, that cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to litigation. The parties further agree that they may initiate litigation regarding any dispute arising out of or relating to this Agreement, or breach thereof, if mediation does not result in a resolution within 90 days of initiation. Litigation between the parties regarding this Agreement shall be brought in a court of competent jurisdiction located in the state where the work hereunder is performed. In the event of litigation, the prevailing party shall be entitled to collect its reasonable attorneys' fees, experts' fees and costs related to the litigation from the other party. This Agreement shall be governed by and construed under the law of the state where the work hereunder is performed, without regard to its principles of conflicts of laws. The parties waive their right, if any, to a jury trial.
- 11. Client Responsibilities. Client will provide access to the site as necessary for RETTEW's performance of the Services. Client will provide, in a timely fashion, complete physical information about the site that may be necessary or desirable for RETTEW to perform the Services. Client will timely review proposals, schedules,

plans, and specifications prepared by RETTEW, and cooperate with RETTEW so that RETTEW may complete the Services in a timely fashion. Failure to provide such timely review may adversely impact scope, schedule and budget related to the Services, RETTEW shall be entitled to rely on information and recommendations provided by Client, and its Contractors without independent evaluation or verification.

- 12. Notice of Defects. Client shall promptly report to RETTEW any defects or suspected defects in the Services, so that RETTEW may take measures to minimize the consequences of such defect. Client will use reasonable efforts to include a similar contractual requirement on its Contractors. Failure by Client, and/or Client's Contractors, to so notify RETTEW shall relieve RETTEW of the costs of remedying the defects to the extent of the additional costs resulting from the failure of prompt notification.
- 13. Underground Utilities. Client will identify to RETTEW, in writing, the locations of known or suspected underground utilities or other underground structures or features at and near the project site that could affect the services to be provided (collectively, "Underground Utilities") and will provide all drawings in its possession or control that identify Underground Utilities. RETTEW will be responsible for the proper siting of underground utilities when provided with proper and accurate information regarding their location. Client agrees to defend, indemnify and hold RETTEW harmless from all penalties, claims and damages it sustains in connection with: (a) Underground Utilities that are not identified to RETTEW as required, not properly identified, or not properly located by municipalities, authorities, or utilities after proper notice (i.e., after calling the applicable state utility locating holtine, if one exists), and (b) construction schedules or practices out of RETTEW's control or knowledge that violate state utility locating notice requirements or invalidate otherwise proper utility notification made by RETTEW.

14. Fees.

- a. Unless expressly stated otherwise in the Scope of Services, the "Total Fee" above is REITEW's best estimate of the cost of Services required to complete the Project as REITEW understands it to be defined and is not a cost-not-to-exceed limit on REITEW's compensation. For fixed fee projects, payment shall be made based on the percent of work completed for each phase of work, unless otherwise agreed. For time and expense (cost plus) projects, billings are based on the hours worked, including travel time portal-to-portal, and reimbursable expenses. Overtime for non-exempt employees will be billed at 1.5 times the hourly rate.
- b. Client is responsible for RETTEW's out-of-pocket expenses incurred in performing the Services, including, but not limited to, travel expenses, outside consultants, approval and permit fees, and any supplemental insurance requested. Reimbursable expenses will be billed at RETTEW's actual cost, plus 15%, except sales tax will be reimbursed at cost and mileage will be reimbursed at the applicable federal rate. Hotels and meals will be billed as a per diem expense as set out in the Rate Schedule.

15. Additional Work.

- a. RETTEW shall be entitled to an equitable increase in compensation if it is required to perform additional work due to changes in Client decisions or Client's failure to make decisions in a timely fashion. Services or tasks beyond those set forth in the Scope of Services (including but not limited to, revisions due to adjustments in the project scope, quality, or budget) are considered "Additional Services" and will be billed at RETTEW's standard hourly rates, unless the parties agree otherwise in a change order or amendment to this Agreement.
- b. If Additional Services are requested, RETTEW will provide Client with a change order or amendment to this Agreement to memorialize the parties' obligations regarding the Additional Services. RETTEW reserves the right to refuse to perform Additional Services until it receives written approval of the change order or amendment from the Client. If RETTEW does not receive such written approval in a timely manner, the project schedule could be impacted.
- 16. Work Product and Intellectual Property. Conditioned on full payment of amounts owed to RETTEW, RETTEW grants Client physical ownership of the Deliverables, and a royalty-free, nontransferable license to use the Deliverables solely for the Project. RETTEW retains all other intellectual property rights in the Deliverables and the intellectual property rights in any other document reduced to tangible form by RETTEW in furtherance of this Agreement. The Deliverables may not be used on any other projects or to complete the Project without RETTEW's consent, which will not be unreasonably withheld. Use of the Deliverables (or the data contained therein) in a manner that is contrary to this paragraph, or any alteration or modification of the Deliverables (or the data contained therein), is at Client's sole risk. Client agrees to defend, indemnify and hold RETTEW harmless from any liability for damages arising from such use, alteration or modification. Payment of all sums due in accordance with the terms of this Agreement is a condition precedent to Client's ownership or use of the Deliverables. Client shall consult with RETTEW before interpreting or clarifying the Deliverables.
- 17. Miscellaneous. There are no third party beneficiaries of this Agreement. There are no understandings or agreements concerning this Project except as expressly stated herein. These Terms cannot be modified, altered, abridged, rescinded or supplemented by any unilateral statement or writing of either party. These Terms control over any subsequent writings, unless specifically and explicitly agreed to by both parties, in

writing. If the Client directs RETTEW to initiate Services before execution of an agreement, these Terms will govern the engagement, unless subsequently agreed by the parties in writing. Neither party may assign this Agreement without the other party's written consent, which shall not be unreasonably withheld. If any provision hereof is deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. RETTEW may withdraw or revise the proposal if the Agreement is not executed by Client within 60 days of receipt.

18. CONSTRUCTION SERVICES (If included in Scope of Services)

- 18.1 RETTEW offers construction observation and construction administration services, but does not offer construction management or construction inspection services. (Construction management services are offered by RETTEW's affiliate, RETTEW Field Services, Inc.) RETTEW shall become generally familiar with the progress and quality of that portion of the work within the Scope of Services to determine, in general, if such work is being performed in a manner indicating that such work, when fully completed, will be in accordance with the construction documents. RETTEW shall not be required to make exhaustive or continuous on-site visits to observe the quality or quantity of such work. RETTEW's services do not include supervision or direction of the actual work of the contractor, its employees, agents or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of RETTEW's field representative nor the observation by RETTEW shall excuse the contractor for defects or omissions in its work.
- 18.2 RETTEW shall not be responsible for any contractor's schedules or failure to carry out the work in accordance with the construction documents. RETTEW shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the construction work.
- 18.3 Client agrees that its contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observation of the contractor's performance conducted by RETTEW's personnel will not include review of the adequacy of the contractor safety measures in, on or near the construction site. RETTEW is not responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.
- 18.4 If expressly required under the Scope of Services to do so, RETTEW shall review contractors' submittals within 10 business days of their submission, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by any contractor, all of which remain the responsibility of the contractor. RETTEW's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures and RETTEW does not check or review the methods by which the contractor intends to execute the design. A recommendation for payment shall not be construed as permitting any departure from the contract between Client and the contractor or the construction documents, and the contractor shall remain responsible for any error in details, dimensions or otherwise that may exist. RETTEW's review and acceptance of shop drawings or submittals does not constitute approval or acceptance of design changes contained therein unless the contractor has specifically informed RETTEW in writing of such deviation at the time of the submittal and (1) RETTEW and Owner have given written approval to the specific deviation as a prior change in the work, or (2) a change order has been issued authorizing the deviation. When professional certification of performance characteristics of materials, systems or equipment is required by the construction documents, RETTEW shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction documents.
- 18.5 If the Scope of Services includes RETTEW's review of contractors' requests for payment, then such services shall be conducted in the following manner. Unless otherwise agreed in writing, RETTEW shall, within 10 business days from the date of receipt by RETTEW, review and evaluate such requests for payment based upon RETTEW's observations of the work and give Client its recommendations regarding such request. RETTEW's recommendations shall constitute a statement to Client as of the date of the contractor's request, that: (a) the work has progressed to the point indicated; and (b) that to the best of RETTEW's knowledge, information and belief, the quality of the work is consistent with the construction documents prepared by RETTEW and there are no known defects or deficiencies in the work for which Client should withhold payment under applicable law. The foregoing statements shall be interim only, shall be subject to an evaluation of the completed work compared to the construction documents, if requested by Client, and do not guarantee against minor deviations from the construction documents as of the date of the review.



Corporate Headquarters: 3020 Columbia Avenue · Lancaster, PA 17603 · Phone (717) 394–3721 · Fax (717) 798–9879

E-mail: rettew@rettew.com · Web site: rettew.com

PROFESSIONAL SERVICES AGREEMENT

Project No. 031722035

THIS AGREEMENT entered into on this	s <u>2</u>	_ day of	February	, 2023	by and between
East Cocalico Township	located a	at 100 F	lill Road, Den	ver, PA 17	517
hereinafter called "CLIENT" and RETTE	W Associate	s, Inc., he	reinafter calle	d "RETTE	W" is as follows:
THE AGREEMENT IS ENTERED INTO W Hill Road and White Oak Road Box Cu		TO THE	FOLLOWING P	ROJECT:	
located at: East Cocalico Township hereinafter called the PROJECT.	, Lancaster C	ounty Pe	nnsylvania		
THE CLIENT AND RETTEW AGREE AS FO	LLOWS:				
A. Scope of Services to be Provided As outlined in RETTEW's proposal dat	•	2, 2023.			.a:
0/					
B. Total Fee to be Paid to RETTEW: As outlined in RETTEW's proposal dat	ed February	2, 2023.			
C. Schedule for the Services of RETT As outlined in RETTEW's proposal dat		2, 2023.			
D. This PROFESSIONAL SERVICES A	GREEMENT	shall incl	ude the PRO	FESSIONA	L SERVICES AGREEMENT TERMS AND
CONDITIONS as attached hereto.					
ACCEPTANCE AND EXECUTION OF THIS	AGREEMENT	: 54			
BY:			BY:		
(Client Signatur	re)		-		(RETTEW Signature)
(Printed Name	2)		-		(Printed Name)
TITLE:			TITLE:		
DATE:			DATE:		

2023 Monthly Report

January February March April May June July August September October November December Total

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East Cocalico Twp. Total Calls		Non-Reportable Crash	Reportable Crash		tations	raffic Warnings	Fickets	DUI - On View Arrests	cidents	ests	Total Calls	of Service ECT
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Denver Borough Total Calls		Von-Reportable Crash	Reportable Crash	Fatalities	raffic Citations	raffic Warnings	Parking Tickets	DUI - On View Arrests	JUI - Accidents	Fotal Arrests	Total Calls	of Service DB
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East Cocalico Township General Ledger Current Yr Pd: 2 - Budget Status Report GENERAL FUND

Account	Approved		Adjusted		Budget	Actual
		Adjustment	Budget	Actual	_	of Budget
REAL PROPERTY TAXES	1,880,490.00	0.00	1,880,490.00	22,150.37	1,858,339.63	1.10%
ACT 511 RE TRANSFER TAX	290,000.00	0.00	290,000.00	54,570.08		18.82%
EARNED INCOME TAX	1,875,378.00	0.00	1,875,378.00	374,382.04	1,500,995.96	19.96
LOCAL SERVICE TAX	341,299.00	0.00	341,299.00	196,062.23	145,236.77	57.45%
PERMIT REVENUES	300.00	0.00	300.00	0.00	300.00	0.00%
LICENSES/FRANCHISE	134,000.00	0.00	134,000.00	32,286.71	101,713.29	24.09%
FINES/PARKING TICKETS	32,026.00	0.00	32,026.00	3,656.68		11.42%
INTEREST EARNINGS	67,868.00	0.00	67,869.00	10.890.07		16.05%
RENTS/ROYALTIES	14,703.00	0.00	14,703.00	1,488.00	13,215.00	10.12%
INTERGOV'T REV FEDERAL	0.00	0.00	0.00	0.00	0.00	0.00%
INTERGOV'T REV STATE	510,751.00	0.00	510,751.00	0.00	510,751.00	0.00%
STATE SHARED REVENUE	01,750.00	0.00	81,750.00	0.00	81,750.00	0.00%
StatePaymentsInLieuOfTax	69.00	0.00	69.00	0.00	69.00	0.00%
LOCAL GOV'T/OPER.GRANT	0.00	0.00	0.00	0.00	0.00	0.00%
LOCAL GOV'T/SHARED PAYTS	697,634.00	0.00	697,634.00	48,684.25	648,949.75	6.98%
COMMUNITY DEV FEES	20,950.00	0.00	20,950.00	4,453.95	16,496.05	21.26%
	55,000.00	0.00	55,000.00	15,663.66	39,336.34	28.48%
PUBLIC SAFETY THER / PERMIT / LTC Company	143,750.00	0.00	143,750.00	16,783.40	126,966.60	11.69%
INSP/PERMIT/LIC ComDev PERMITS ROADS	3,650.00	0.00	3,650.00	70.00	3,580.00	1.92%
RECYCLING SERVICES		0.00	4,565.00	713.12	3,851.88	15.62%
	4,565.00 67.295.00	0.00	67,295.00	0.00	67,295.00	0.00%
RECREATION/POOL	150.00	0.00	150.00	20.39	129.61	13.59%
MISCELLANEOUS DONATIONS (CONTRIBUTIONS	0.00	0.00	0.00	1,000.00	-1,000.00	100.00%
DONATIONS/CONTRIBUTIONS	20,000.00	0.00	20,000.00	6,500.00	13,500.00	32.50%
PROCEEDS/GEN.FIXED ASSETS		0.00	236,000.00	0.00		
InterfdOperatingTrans.	236,000.00 75,536.00	0.00	75,536.00		58,611.00	
REFUNDS	-		-	10,725.00		
Total Revenues	6,553,164.00	0.00			5,746,864.05	12.30%
SUPERVISORS	20,250.00	0.00	20,250.00	4,025.00	16,225.00	19.88%
MANAGEMENT	142,500.00	0.00	142,500.00	10,512.26	131,987.74	7.38%
FINANCIAL ADMINISTRATION	98,187.00	0.00	98,187.00	18,736.05	79,450.95	19.08%
TAX COLLECTOR	35,650.00	500.00	36,150.00	6,202.17	29,947.83	17.16%
PROFESSIONAL SERVICES	73,750.00	0.00	73,750.00	19,386.87	54,363.13	26.29%
GENERAL GOVT - OFFICE	192,775.00	0.00	192,775.00	36,314.37	156,460.63	18.84%
PERSONNEL ADMINISTRATION	2,500.00	0.00	2,500.00	369.12	2,130.00	14.76%
ENGINEER	64,000.00	0.00	64,000.00	14,297.50	49,702.50	22.34%
GENERAL GOVT - BUILDING	115,150.00	0.00	115,150.00	20,508.90	94,641.10	17.81%
POLICE DEPARTMENT	3,214,127.00	0.00	3,214,127.00	627,920.48	2,586,206.52	19.54%
FIRE/EMERGENCY MGT.	213,800.00	0.00	213,800.00	881.46	212,918.54	0.41%
AMBULANCE/EMERGENCY	30,000.00	0.00	30,000.00	0.00	30,000.00	0.00%
SEO/On Lot Sewage	500.00	0.00	500.00	0.00	500.00	0.00%
CONTRACTED SERVICES	12,500.00	0.00	12,500.00	2,762.45	9,737.55	22.10%
COMMUNITY DEVELOPMENT	445,868.00	0.00	445,868.00	70,903.10	374,964.90	15.90%
PUBLIC SAFETY	2,950.00	0.00	2,950.00	209.94	2,740.06	7.12%
RECYCLING	12,000.00	0.00	12,000.00	100.00	11,900.00	0.83%
SANITATION	150.00	0.00	150.00	0.00	150.00	0.00%
HIGHWAY DEPARTMENT	494,960.00	0.00	494,960.00	126,238.35	368,721.65	25.50%
SNOW MATERIALS/HIGHWAY	84,700.00	0.00	84,700.00	7,951.18	76,748.92	9.39%

East Cocalico Township General Ledger Current Yr Pd: 2 - Budget Status Report GENERAL FUND

Account	Approved Budget	Adjustment		Actual		Actual % of Budget
TRAFFIC SIGNALS & SIGNS	25,000.00		25,000.00	6,147.17	18,852.83	24.59%
REPAIRS TOOLS & MACHINERY	25,000.00	0.00	25,000.00	4,541.95	20,458.05	18.17%
ROADS/MAINTENANCE/REPAIRS	172,500.00	0.00	172,500.00	1,151.50	171,348.50	0.67%
MS4/SWM/WATERSHED	141,385.00	0.00	141,385.00	12,072.90	129,312.10	8.54%
SWIMMING POOL	158,527.00	0.00	158,527.00	3,461.32	155,065.68	2.18%
PARKS	85,000.00	0.00	85,000.00	7,859.86	77,140.14	9.25%
LIBRARIES	30,000.00	0.00	30,000.00	0.00	30,000.00	0.00%
COMMUNITY	11,000.00	0.00	11,000.00	0.00	11,000.00	0.00%
DEBT PRINCIPAL	269,874.00	0.00	269,874.00	71,446.39	198,427.61	26.47%
DEBT INTEREST	22,416.00	0.00	22,416.00	4,509.05	17,906.95	20.12%
DEBT COSTS	0.00	0.00	0.00	0.00	0.00	0.00%
MISCELLANEOUS	1,500.00	0.00	1,500.00	307.07	1,192.93	20.47%
INSURANCE	89,413.00	0.00	89,413.00	67,020.62	22,392.38	74.96%
INSURANCE/BENEFITS	427,888.00	0.00	427,888.00	82,279.79	345,608.21	19.23%
OTHER FINANCING USES	250.00	0.00	250.00	0.00	250.00	0.00%
INTERFUND TRANSPERS						
TRANS.CAP.RES.POLICE PEN.						
TRANSFER TO STATE FUND	40,000.00	0.00	40,000.00	0.00	40,000.00	0.00%
Total TRAME.CAP.RES.POLICE	240,000.00	0,00	240,000.00	0.00	240,000.00	0.00%
Total INTERFUND TRANSPERS	240,000.00		240,000.00		240,000.00	
Total Expenditures	6,956,070.00	500.00	6,956,570.00	1,228,116.82	5,720,453.18	17.65%
Total GENERAL FUND	-402,906.00	-300.00	-403,406.00	-421,816.87	18,410.67	

East Cocalico Township General Ledger Current Yr Pd: 2 - Budget Status Report LIGHT FUND

Account	Approved		Adjusted		Budget	Actual	
	Budget	Adjustment	Budget	Actual	Balance	% of Budget	
REAL PROPERTY TAXES	202,900.00	0.00	202,900.00	1,118.70	201,781.30	0.55%	
INTEREST EARNINGS	1,060.00	0.00	1,060.00	223.65	836.35	21.10%	
Total Revenues	203,960.00	0.00	203,960.00	1,342.35	202,617.65	0.66%	
TAX COLLECTION	4,025.00	0.00	4,025.00	26.65	3,998.35	0.66%	
STREET LIGHTING	163,250.00	0.00	163,250.00		•	16.99%	
			-	•	•		
Total Expenditures	167,275.00	0.00	167,275.00	1111111	•	16.60%	
Total LIGHT FUND	36,605.00	0.00	36,685.00		63,108.11		

East Cocalico Township General Ledger Current Yr Pd: 2 - Budget Status Report HYDRANT FUND

Account	Approved		Adjusted		Budget	Actual	
	Budget	Adjustment	Budget	Actual	Balance	% of Budget	
REAL PROPERTY TAXES	83,725.00	0.00	83,725.00	698.03	83,026.97	0.83%	
INTEREST EARNINGS	665.00	0.00	665.00	152.26	512.74	22.90%	
Total Revenues	84,390.00	0.00	84,390.00	850.29	83,839.71	1.01%	
				••••			
TAX COLLECTION	3,015.00	0.00	3,015.00	22.55	2,992.45	0.75%	
-	·		•		·		
PUBLIC WORKS/HYDRANT	65,700.00	0.00	65,700.00	16,110.00	49,590.00	24.52%	
Total Expenditures	68,715.00	0.00	60,715.00	16,132.55	52,582.45	23.484	
Total HYDRANT FUND	15,675.00	0.00	15,675.00	-15,282.26	30,957.26		

East Cocalico Township General Ledger Current Yr Pd: 2 - Budget Status Report RECREATION FUND

Account	Approved		Adjusted		Budget	Actual
	Budget	Adjustment	Budget	Actual	Balance	% of Budget
INTEREST EARNINGS	640.00	0.00	640.00	109.47	530.53	17.10%
Recreation	200.00	0.00	200.00	0.00	200.00	0.00%
SPECIAL ASSESSMENTS	10,000.00	0.00	10,000.00	0.00	10,000.00	0.00%
Trf from GF-Stny Point Pk	0.00	40,000.00	40,000.00	0.00	40,000.00	0.00%
Total Revenues	10,840.00	40,000.00	50,840.00	109.47	50,730.53	0.22%

PARKS	110,000.00	0.00	110,000.00	0.00	110,000.00	0.00%
Total Expenditures	110,000.00	0.00	110,000.00	0.00	110,000.00	0.00%
Total RECREATION FUND	-99,160.00	40,000.00	-59,160.00	109.47	-59,269.47	

East Cocalico Township General Ledger Current Yr Pd: 2 - Budget Status Report CAPITAL RESERVE FUND

INTEREST EARNINGS PERMITS/HWY/STREETS SPECIAL ASSESSMENTS TRANSFERS FROM GENERAL FD	46,138.00 0.00 0.00	0.00 0.00 0.00		11,243.26	34,894.74 0.00	24.37%
INTEREST EARNINGS PERMITS/HWY/STREETS SPECIAL ASSESSMENTS TRANSFERS FROM GENERAL FD	46,138.00 0.00 0.00 400,000.00	0.00 0.00	46,138.00	11,243.26	34,894.74	24.37%
SPECIAL ASSESSMENTS TRANSFERS FROM GENERAL FD	0.00	0.00			0.00	0.00%
TRANSFERS FROM GENERAL FD	400,000.00		0.00			
	_	-200,000.00		0.00	0.00	0.00%
Total Revenues	446,138.00				234,894.74	
				****		**********
GENERAL GOVERNMENT	0.00	0.00	0.00	0.00	0.00	0.00%
GENERAL GOV'T BUILDING	0.00	0.00	0.00	0.00	0.00	0.00%
HIGHWAY/SHED	0.00	0.00	0.00	0.00	0.00	0.00%
TRAPPIC SIGNALS & SIGNS	0.00	0.00	0.00	0.00	0.00	0.00%
RoadRepairs/Maint.	125,000.00	0.00	125,000.00	0.00	125,000.00	0.00%
POOL	0.00	0.00	0.00	0.00	0.00	0.00%
PARKS	0.00	0.00	0.00	0.00	0.00	0.00%
MISC./BANK CHARGES	0.00	0.00	0.00	0.00	0.00	0.00%
Transfer to General Fund	236,000.00	0.00	236,000.00	0.00	236,000.00	0.00%
Transfer to Recreation fu	-		40,000.00		40,000.00	
Total Expenditures	401,000.00		401,000.00		401,000.00	
Total CAPITAL RESERVE FUND	45,138.00				-166,105.26	•••••

East Cocalico Township General Ledger Current Yr Fd: 2 - Budget Status Report TRAFFIC IMPACT FUND

Account	Approved		Adjusted		Budget	Actual	
	Budget	-	Budget		Balance	% of Budget	
Interest ENB	950.00	0.00			840.07	11.57%	
Interest Univest	3,200.00	0.00	3,200.00	724.44	2,475.56	22.64%	
Traffic Impact Pees	237,300.00	0.00	Ť	*	231,270.12		
Total Revenues	241,450.00	0.00			234,585.75		
	******				• • • • • • • • • • • • • • • • • • • •		
Engineer Traffic Rettew	18,500.00	0.00	18,500.00	0.00	18,500.00	0.00%	
Engineer Becker Land Plan	6,500.00	0.00	6,500.00	968.50	5,531.50	14.90%	
Solicitor Traffic Impact	3,500.00	0.00	3,500.00	0.00	3,500.00	0.00%	
Traffic Signals and Signs	10,000.00	0.00	10,000.00	0.00	10,000.00	0.00%	
Road Repairs/Maint	400,000.00	0.00	400,000.00	0.00	400,000.00	0.00%	
Total Expenditures	438,500.00	0.00		960.50	437,531.50	·	
Total TRAFFIC IMPACT FUND	-197,050.00	0.00					

East Cocalico Township General Ledger Current Yr Pd: 2 - Budget Status Report STATE FUND

Account	Approved		Adjusted		Budget	Actual	
	Budget	Adjustment	Budget	Actual	Balance	% of Budget	
INTEREST EARNINGS	525.00						
SHARED REV.& ENTITLEMENTS	-		-				
Highways and Streets	14,350.00	0.00	14,350.00		_		
PROC.GEN.FIXED.ASSETS	0.00	0.00	0.00	0.00	0.00	0.00%	
TRANSFER FROM GEN.FD.	0.00	0.00	0.00	0.00	0.00	0.00%	
Loan Proceeds/LongTermDeb	0.00	0.00	0.00	0.00	0.00	0.00%	
			••••			•••••	
Total Revenues	395,362.00	0.00	395,362.00	191.97	395,170.03	0.05%	
WINTER MAINT./SNOW	0.00	0.00	0.00	0.00	0.00	0.00%	
TRAFFIC MAINT./CONTROL	0.00	0.00	0.00	0.00	0.00	0.00%	
MACHINERY/TOOLS REPAIR	0.00	0.00	0.00	0.00	0.00	0.00%	
ROAD REPAIRS/MAINT.	0.00	0.00	0.00	0.00	0.00	0.00%	
ROAD/BRIDGE PROJECTS	463,020.00	0.00	463,020.00	0.00	463,020.00	0.00%	
BANK CHARGES	0.00	0.00	0.00	0.00	0.00	0.00%	
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%	
Total Expenditures	463,020.00	0.00	463,020.00	0.00	463,020.00	0.00%	
Total STATE FUND	-67,658.00	0.00	-67,658.00	191.97	-67,849.97		
	***********			***************************************			

East Cocalico Township General Ledger Current Yr Pd: 2 - Budget Status Report AMERICAN RESCUE PLAN ACT

Account	Approved		Adjusted		Budget	Actual	
	Budget	Adjustment	Budget	Actual	Balance	% of Budget	
Interest ARPA Funds	2,850.00	0.00	,	645.37			
Total Revenues	2,850.00		2,850.00				
9 4 5 4 10 10 10 10 10 10 10 10 10 10 10 10 10	•						
Wages Internship Program	7,500.00	0.00	7,500.00	1,016.25	6,483.75	13.55%	
Contr Svcs Records Mgt	152,045.84	-75,923.00	76,122.84	1,338.95	74,783.89	1.76%	
Cap Purch-Vent/HVAC	97,256.05	-37,256.05	60,000.00	0.00	60,000.00	0.00%	
Cap Purch-Generator	32,500.00	0.00	32,500.00	0.00	32,500.00	0.00%	
Pension Member Contribut	37,500.00	0.00	37,500.00	0.00	37,500.00	0.00%	
Pirefighter Air Packs	0.00	0.00	0.00	9,747.00	-9,747.00	100.00%	
Traffic Preemp Devices	7,000.00	0.00	7,000.00	0.00	7,000.00	0.00%	
Cap Purch Salt Shed	175,000.00	0.00	175,000.00	384.00	174,616.00	0.22%	
PS4 Farm Cooperation	32,500.00	0.00	32,500.00	0.00	32,500.00	0.00%	
MS4 RDA Reamstown Hights	38,053.00	0.00	38,053.00	2,041.10	36,011.90	5.36%	
MS4 Rose Hill Basins	36,366.00	0.00	36,366.00	0.00	36,366.00	0.00%	
Box Culverts-Hill/White 0	317,350.00	0.00	317,350.00	0.00	317,350.00	0.00%	
	•••••						
Total Expenditures		-113,179.05		*	805,364.54	1.77%	
Total AMERICAN RESCUE PLAN		113.179.05					

Total All Funds	-1,599,496.89	-47,320.95	-1,646,817.84	-489,963.72	-1,186,854.12		

Public Works Department Report

February 2023

1. Road Maintenance

- a. Cleared inlets and drains throughout the Township
- b. Filled potholes throughout the township
- c. Inspected, straightened, and changed out signs throughout the Township
- d. Inspected 31 storm inlets for MS-4; Reported to Ken McCrae

2. Storm Maintenance

a. No significant storm events requiring after hour response

3. Parks

- a. Fixed fence row at Old Homestead Park
- b. Removed bench at Old Homestead Park- Suggestion made by the Parks and Rec Board
- c. Cleaned up sticks, debris from parks as needed
- d. Emptied park trash cans- typically done every Friday afternoon
- e. Blow off skatepark and walking trails- Done daily- Weather permitting
- f. Replaced soccer net at Stoney Point Park
- g. Ephrata Agway installed new fence at Reamstown Pool Park- 2/27/2023-3/3/23
- h. Road Crew will be replacing tennis net at Reamstown Park- Net is ordered

4. Vehicle Maintenance

- a. Performed weekly maintenance of all Township vehicles
- b. General maintenance on all park equipment for spring and summer

5. Miscellaneous

- a. Denver/Ephrata Rotary- Clean up trash on 272 between Denver Road and 897
 - i. Tentative date is scheduled for April 15th or April 22nd
 - ii. Road Crew will pick up trash bags following clean up date

EAST COCALICO TWP-Building Permits Issue Date: 2/1/2023 - 2/28/2023

PermitType	Applicant / Descript	Subdivision / Address	Parcel ID	EstCost	Issue Date	Status
Building						
2	2 All Other Residential Projects					
23-042AE	BONURA, LORENZO S Roof mounted solar	HEATHERWOODS LLC 320 HILL RD	0808814500000	\$62,B20.00	2/22/2023	Active
23-039AE	DEREK, T & SARAH F SHANELY REVO Roof mounted solar - 18 panels at 7.29 kW	STONEY POINTE 71 SUMMERS DR	0806744800000	\$5,832.00	2/23/2023	Active
:3-027MEP	NEHR, JAMES H & VICKI G replace air conditioner and coll	RIDGE VIEW ESTATES 8 CORDELL DR	0809598000000	\$5,5 6 4.89	2/16/2023	Active
3-021B	MYERS, NICHOLAS P pole building	EAST COCALICO TWP 363 S REAMSTOWN RD	0804313000000	\$43,000.00	2/21/2023	Active
3-0178	HERSHEY, NEIL convert garage into pantry & laundry	EAST COCALICO HEIGHTS 3 WOODCHUCK LIN	0806008800000	\$25,000.00	2/14/2023	Active
3-016B	SNADER, BRYAN S & TINA M ENLARGE KITCHEN	QUAIL HOLLOW 7 WILLET DR	0808784200000	\$58,000.00	2/7/2023	Active
I	3 New Commercial		Total by Use: 2 -	2 All Other Resider	ntial Projects:	6
	WOODCREST, RETREAT ASSN new bath house	EAST COCALICO TWP 225 WOODCREST DR	0804493700000	\$210,000.00	2/2/2023	Active
			Total	by Use: 3 - 3 New	Commercial:	1
				Total Build	ding Permits:	7

Total Permits: 7

EAST COCALICO TOWNSHIP

100 Hill Road Denver, PA 17517 (717) 336-1720 ect.town

ZONING REPORT

Zoning Hearing Board

Mountain Top Investing, LLC (Application 767-22) – Conducted and completed a
public hearing regarding the conversion of retail use to residential use at 2528 North
Reading Road on February 8. Decision to be considered on March 8.

other items

none



TECHNICON

Tel. (610) 286-1622 Fax (610) 286-1679

Enterprises Inc., II

200 Bethlehem Drive Suite 201 Morgantown, PA 19543

March 2, 2023

East Cocalico Township Board of Supervisors 100 Hill Road Denver, PA 17517

RE:

S.E.O. Report February 2023

Dear Board Members:

The following S.E.O. work was conducted in East Cocalico Township during the month of February 2023.

Septic System Permits Issued

None

Septic Systems Being Installed

None

Final Inspections Conducted

None

Soil Testing

Doug Graybill

Stevens Road

Soil testing conducted to locate a replacement absorption area.

Malfunction Investigation

None

CC:

Miscellaneous Tasks

1. Responded to requests for information from residents, contractors, and realtors.

Respectfully submitted,

Quinn Haller

Technicon Enterprises, Inc. II

E. Cocalico Township

Sewage Enforcement Officer

TElfile/SEO/E.Cocalico/General/Monthly SEO report