

**EAST COCALICO TOWNSHIP BOARD OF SUPERVISORS
TOWNSHIP BUILDING
100 HILL ROAD, DENVER, PA
THURSDAY, MARCH 16, 2023, 9:00 AM**

CALL TO ORDER by Chair Bonura at 9:00 AM

ATTENDANCE

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

ANNOUNCEMENTS

- Chair Bonura requested prayers for the Hoffert family. A moment of silence was observed.

MEETING MINUTES

Mr. Mitchell made a motion to approve the March 2, 2023 Meeting minutes as presented. The motion was seconded by Chair Bonura.

There was no public comment.

The motion was approved 2-0, with Mr. Carrasco abstaining.

PRESENTATIONS

K-9 Program – Corporal Luongo provided an overview of a proposed K-9 Program. Corporal Luongo commented on operations, overtime usage, and the potential utilization of compensatory time. Corporal Luongo commented on fundraising efforts.

Supervisor Mitchell commented on expenses, impact to staffing, and fundraising efforts.

Matt Creme, Township Solicitor, commented on charitable contribution regulations; Mr. Creme will forward information on same to the Township.

ACTION ITEMS

300 Stevens Road (LD 2022-02) – Casey Kerschner, Becker Engineering, provided an overview of a proposed two-lot subdivision at Stevens Road. Mr. Kerschner commented on a shared access drive. Mr. Kerschner noted no building or other improvements were proposed at this time.

Chair Bonura made a motion to (a) conditionally approve the 300 Stevens Road Final Minor Subdivision Plan, LD 2022-02, subject to the applicant/applicant's consultant addressing the

comments in the Becker Engineering, LLC Review Letter No. 3 dated March 9, 2023, to the satisfaction of the Township, (b) authorize the Board of Supervisors to sign the 300 Stevens Road Final Minor Subdivision Plan when executed and certified by all necessary parties and submitted to the Township in a form acceptable to the Township; and, (c) approve the following waiver/modifications of the East Cocalico Township Subdivision and Land Development Ordinance: (1) a waiver/modification of §194-27.A related to the driveway, and allow the existing driveway to serve more than one single-family dwelling as required by the SALDO; (2) a waiver/modification of §194-34.D.(4) related to the requirement for proposed lots to front on a street, and to instead allow the creation of a lot without street frontage; (3) a waiver/modification of §194-13.B.(1) related to identifying and depicting significant topographic features on the subject property; (4) a waiver/modification of §194-13.B.(3) related to identifying and depicting existing physical features within 200' of the subject property; (5) a waiver/modification of §194-13.B.(4) related to obtaining PNDI clearance for the subject property; and, (6) a waiver/modification of §194-23.B.(3)(a) & §194-40.B related to confirming the presence or absence of wetland areas related to the subject properties. The motion was seconded by Mr. Mitchell.

There was no public comment.

By unanimous vote the motion was approved.

Walmer (LD 2022-04) – Casey Kerschner, Becker Engineering, provided an overview of a proposed two-lot subdivision at Holtzman Road. Mr. Kerschner commented on a shared access drive. Mr. Kerschner noted no building or other improvements were proposed at this time.

Chair Bonura made a motion to (a) conditionally approve the Subdivision Plan for Sidney L. & Susan C. Walmer, LD 2022-04, subject to the applicant/applicant's consultant addressing the comments in the Becker Engineering, LLC review letter dated March 9, 2023, to the satisfaction of the Township, (b) authorize the Board of Supervisors to sign the Subdivision Plan for Sidney L. & Susan C. Walmer when executed and certified by all necessary parties and submitted to the Township in a form acceptable to the Township, and (c) approve the following waiver/modifications and deferrals of the East Cocalico Township Subdivision and Land Development Ordinance and deferrals of Chapter 185, Stormwater Management Ordinance: (1) a waiver/modification of §194-9 related to Preliminary Plan requirements to authorize the plan to be submitted and processed as a combined Preliminary/Final Development Plan; (2) a waiver/modification of §194-25.C.(1) related to improving the existing adjacent roadways; (3) a waiver/modification of §194-39 related to delineating and depicting floodplains, unless and until improvements are proposed in those areas; (4) a waiver/modification of §194-40 related to delineating and depicting wetlands, unless and until improvements are proposed; (5) a waiver/modification of §194-14.C.(4) related to depicting all key physical features within 200' of the subject property; (6) a waiver/modification of §194-46.B.(4) related to park and open space requirements to accept the \$1,000.00 fee in-lieu-of dedication of land as coordinated with the Township, based on market values of comparable properties; and, (7) a deferral of §194-14.D.(4), §194-14.D.(13), §194-14.E.(3), §194-38, and Chapter 185, Stormwater Management Ordinance, conditioned upon notation being contained on the plan stating, "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". The motion was seconded by Mr. Carrasco.

There was no public comment.

By unanimous vote the motion was approved.

Stoney Pointe Phase II (LD 2010-01) – Mr. Kerschner noted a final inspection of all required improvements was made, and confirmed all outstanding items have been addressed.

Mr. Carrasco made a motion to authorize the release of the remaining financial security associated with Stoney Pointe Phase II, LD 2010-01, Financial Security/18-Month Maintenance Security. The motion was seconded by Chair Bonura.

There was no public comment.

By unanimous vote the motion was approved.

Roechling (LD 2022-01) – Mr. Kerschner provided an overview of a proposed expansion to an existing medical facility at Denver Road.

Chair Bonura made a motion to accept a waiver of the review period for Roechling, LD 2022-01. The motion was seconded by Mr. Mitchell.

There was no public comment.

By unanimous vote the motion was approved.

Reamstown Heights Storm Sewer Repair Project – Josh Kennedy, Becker Engineering, provided an overview of bids received to line storm sewer pipes in the Reamstown Heights neighborhood. Mr. Ryan commented on Community Development Block Grant funds received for the project, required local match, and available funding sources for the required local match. The Members reviewed available funding sources for the required local match, with the source to be determined.

Chair Bonura made a motion award a bid for the Reamstown Heights Storm Sewer Repair Project to Mr. Rehab, LLC, Mechanicsburg, PA, the lowest responsive and responsible bidder, in the amount of \$289,867.50. The motion was seconded by Mr. Mitchell.

There was no public comment.

By unanimous vote the motion was approved.

ARPA Culverts Replacement Project – Mr. Ryan provided an overview of a proposal received for design, permitting, bidding, inspection, and related services for the replacement of two culverts at Hill Road and White Oak Road. Mr. Ryan noted a portion of the improvements to be made are funded by an American Rescue Plan Act grant received from Lancaster County.

Chair Bonura made a motion to approve a proposal submitted by RETTEW Associates, Inc, dated February 2, 2023, in the amount of \$174,890.00. for design, permitting, bidding, inspection, and related services, for the ARPA Culverts Replacement Project. The motion was seconded by Mr. Mitchell.

There was no public comment.

By unanimous vote the motion was approved.

Appointment – Mr. Mitchell made a motion to appoint W. Allen Maxwell to the Planning Commission, to a term to expire on December 31, 2026. The motion was seconded by Chair Bonura.

There was no public comment.

By unanimous vote the motion was approved.

Resignation – Chair Bonura made a motion to accept the resignation of Joe Becker from the Recreation Board. The motion was seconded by Mr. Mitchell.

There was no public comment.

By unanimous vote the motion was approved.

DEPARTMENT REPORTS

- Police – Interim Chief Savage noted calls for service received and Department activities.
- Finance – There was no report for this morning's meeting.
- Public Works – Chair Bonura noted road, park, and facility maintenance work completed.
- Building, Zoning & SEO – Mr. Ryan noted building and zoning permits issued.
- MS4 – Ken McCrea commented on the status of the Township's MS4 permit, and on MS4 program discussions at the Pennsylvania Department of Environmental Protection.

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 \$103,015.08, from March 2, 2023 to March 8, 2023. The motion was seconded by Chair Bonura.

There was no public comment.

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 \$68,720.31, from March 10, 2023 to March 15, 2023. The motion was seconded by Chair Bonura.

There was no public comment.

By unanimous vote the motion was approved.

Mr. Mitchell made a motion to approve the check payments for the Light Fund Bank Account list of bills in the amount of \$14,091.53, March 10, 2023 to March 15, 2023. The motion was seconded by Chair Bonura.

There was no public comment.

By unanimous vote the motion was approved.

Mr. Mitchell made a motion to approve the Electronic Payment list of bills in the amount of \$90,262.22, for payroll dated March 1, 2023, for the pay period from February 12, 2023 to February 25, 2023. The motion was seconded by Chair Bonura.

There was no public comment.

By unanimous vote the motion was approved.

Mr. Mitchell made a motion to approve the Electronic Payment list of bills in the amount of \$86,594.57, for payroll dated March 15, 2023, for the pay period from February 26, 2023 to March 11, 2023. The motion was seconded by Chair Bonura.

There was no public comment.

By unanimous vote the motion was approved.

MANAGEMENT / INFORMATIONAL ITEMS

Act 65 notice – Mr. Mitchell made a motion to amend the agenda to include an additional action item, in specific to consider a request from the Stevens Fire Company to conduct a toll road fundraising event. The motion was seconded by Mr. Carrasco.

There was no public comment.

By unanimous vote the motion was approved

Stevens Fire Company Toll Road request – Mike Musser, Assistant Fire Chief, Stevens Fire Company, requested Board of Supervisor approval to conduct a toll road fundraising event at Wabash Lane and South Line Road on Saturday, April 1.

Mr. Carrasco made a motion to approve Stevens Fire Company request to conduct a toll road fundraising event at Wabash Lane and South Line Road on Saturday, April 1. The motion was seconded by Chair Bonura.

There was no public comment.

By unanimous vote the motion was approved

NEW BUSINESS

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

OLD BUSINESS

There was no old business discussed at this morning's meeting.

PUBLIC COMMENT

- David Hollinger, East Cocalico Township, commented on the 2023 tax bill mailing date and on the discount payment period.

ANNOUNCEMENTS

- Chair Bonura noted the Board of Supervisors will next meet at 7:00 PM on Thursday, April 6, at the Township Building, 100 Hill Road.
- Chair Bonura noted the Board of Supervisors will meet in Executive Session immediately following this morning's meeting to discuss a personnel matter, in specific current arbitration, and a real estate matter, in specific potential property acquisition.

ADJOURNMENT

There being no further business, at 9:56 AM 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

East Cocalico Township
10 Hill Road
Denver, PA 17517

RE: Waiver of Ninety-Day Review Period
Pennsylvania Act 247, Section 508

APPLICANT: **DUTCH COUSIN CAMPGROUND**

PROJECT: **LD 2022-03**

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



NAME

Daryl G. Martin

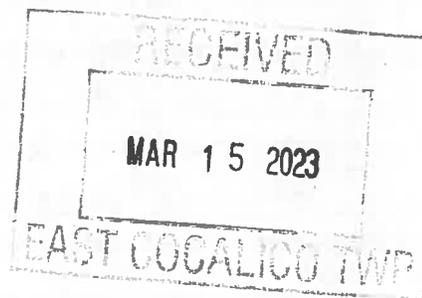
TITLE

Member

DATE

03/29/2023

East Cocalico Township
10 Hill Road
Denver, PA 17517



RE: Waiver of Ninety-Day Review Period
Pennsylvania Act 247, Section 508

APPLICANT: GRANDE LAND CONSTRUCTION

SUBDIVISION: 195 SWARTZVILLE (LD 2023-01)

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

A handwritten signature in black ink, appearing to read "Laura Grande", written over a solid horizontal line.

NAME

LAURA GRANDE

TITLE

PRES. GRANDE LAND L.P.

DATE

2-15-23

Return to: Bernadette M. Hohenadel, Esquire
Nikolaus & Hohenadel, LLP
212 North Queen Street
Lancaster, PA 17603
717-299-3726

Parcel ID #: 080-86519-0-0000
East Cocalico Township

**STORMWATER MANAGEMENT AGREEMENT AND DECLARATION OF
EASEMENT**

BY AND BETWEEN, ELMER M. EBERSOL AND BARBARA B. EBERSOL, husband and wife, 28 Edie Drive, Denver, PA 17517 (hereinafter referred to as the “**GRANTORS**”) and East Cocalico Township, 100 Hill Road, Denver, PA 17517 (hereinafter referred to as the “**TOWNSHIP**”).

WHEREAS, GRANTORS own a tract of land located at 28 Edie Drive, Denver, PA 17517, Township of East Cocalico, County of Lancaster and Commonwealth of Pennsylvania as described in a Deed dated August 19, 2022 and recorded August 22, 2022 in the Recorder of Deeds Office of Lancaster County, Pennsylvania, at Instrument #6699068, Parcel ID#080-86159-0-0000 (hereinafter referred to as the “**PREMISES**”); and

WHEREAS, GRANTORS have submitted an Exemption & Small Project Application, dated October 17, 2022, and any subsequent revisions prior to approval (hereinafter referred to as the “**APPLICATION**”); and

WHEREAS, the PREMISES were the subject of a previous Stormwater Management Agreement and Declaration of Easement, entered into by a previous owner of the PREMISES, dated June 15, 2013 and recorded June 25, 2013 in the Office of the Recorder of Deeds for Lancaster County at Document # 6087382, which Agreement remains in full force and effect; and

WHEREAS, GRANTORS were required to construct stormwater management facilities and BMP’s on the PREMISES, in conjunction with the APPLICATION,

including one Infiltration Trench (with associated piping, downspouts, etc.) to collect, convey and manage the intended drainage areas, and these features are in addition to the prior existing stormwater features as referenced in prior Stormwater Management Agreement and Declaration of Easement recorded as Document # 60087382; and

WHEREAS, GRANTORS are obligated to maintain the existing stormwater management facilities, which are not proposed to be altered by the current project, in accordance with the prior approved design and prepare and submit any associated O&M reporting as required by the Township; and,

WHEREAS, TOWNSHIP has enacted a Stormwater Management and Earth Disturbance Ordinance dated September 15, 2022, and designated as Ordinance No. 2022-03; (hereinafter referred to as “**ORDINANCE**”); and

WHEREAS, the **ORDINANCE** was adopted in accordance with the Pennsylvania Stormwater Management Act known as Act No. 167; and

WHEREAS, a Small Project Application for a Stormwater Management Permit has been submitted to **TOWNSHIP** in accordance with the **ORDINANCE**; and

WHEREAS, Section 185-33 of the **ORDINANCE** requires easements where stormwater or surface water drainage facilities are proposed; and

WHEREAS, the stormwater management facilities must be constructed in accordance with the Stormwater Management Application and Permit.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. GRANTORS hereby grant to **TOWNSHIP** an easement to enter upon the **PREMISES** and to inspect the stormwater management facilities which **GRANTORS** will construct in accordance with its Application and Permit, as well as to inspect all stormwater facilities constructed on the **PREMISES**.

2. In the event that GRANTORS do not construct and maintain the stormwater

management facilities in accordance with its Applications and Permits, the **TOWNSHIP** shall have the right, but not the duty, to enter upon the **PREMISES** and to construct such stormwater management improvements as set forth on the **APPLICATION** and prior approvals.

3. The **TOWNSHIP** may require the **GRANTORS**, their heirs, successors, grantees and assigns, or any future owner or occupier of the **PREMISES** to have inspections of all stormwater and BMP facilities performed annually by a qualified person and submit detailed reporting documentation to the **TOWNSHIP** related to the status and maintenance of those facilities, as determined necessary by the **TOWNSHIP** in satisfying obligations under the **TOWNSHIP'S** MS4 NPDES permit, or other regulatory requirements. **GRANTORS** shall provide to the **TOWNSHIP** an inspection report on or before August 1st of each calendar year. The failure of **GRANTORS** to submit such inspection report shall constitute a violation of this Agreement.

4. After construction of the stormwater management facilities, **GRANTORS** agree to maintain the same in good working order to accommodate the stormwater runoff in accordance with the **ORDINANCE** and Act 167, and continually perform all ownership and maintenance activities as identified on the **APPLICATION** and on Attachment A, attached hereto. Attachment A includes a general depiction of the features and an outline of the key operation and maintenance activities for the convenience of **GRANTORS**. However, **GRANTORS** acknowledge that the **APPLICATION** controls the specific applicable construction standards, details, restrictions and required operation and maintenance activities.

5. **GRANTORS** are obligated to maintain the existing Dry Well (with associated downspout, distribution piping, cleanouts, etc.), which is not proposed to be altered by the current **APPLICATION**, in accordance with the prior approved design and

previous recorded Stormwater Management Agreement and Declaration of Easement, and prepare and submit any associated O&M reporting as required by the Township.

6. Should **TOWNSHIP** decide to maintain or repair the stormwater management facilities and in the event that **TOWNSHIP** is not reimbursed by **GRANTORS** for its costs and expenses in maintaining or repairing the stormwater management facilities; then in that event, after thirty (30) days' notice to the then owner(s) of the **PREMISES**, **TOWNSHIP** may place a municipal lien against the **PREMISES** for any unpaid costs and expenses.

7. This Easement Agreement is being executed in conjunction with an Improvement Guarantee Agreement including financial security.

8. The prior Stormwater Management Agreement and Declaration of Easement shall remain in full force and effect and shall be binding on **GRANTORS**.

8. This Easement Agreement shall run with the land.

9. The parties to this Easement Agreement intend to be legally bound hereby.

DATED this ____ day of _____, 2023.

[SIGNATURES APPEAR ON NEXT PAGE]

WITNESS:

Anthony Kucic

GRANTORS

Elmer M. Ebersol

Barbara B. Ebersol

EAST COCALICO TOWNSHIP

ATTEST:

Lorenzo Bonura

Jeffrey W. Mitchell

Romao R. Carrasco

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LANCASTER

March

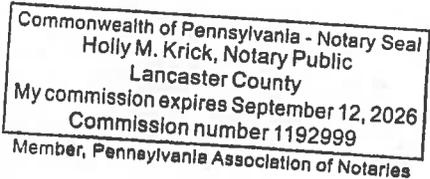
ON THIS, the 30 day of *Elmer M. Ebersol*, 2022, before me, the undersigned officer, personally appeared **ELMER M. EBERSOL AND BARBARA B. EBERSOL**, husband and wife, known to me or sufficiently proven to be, the persons whose name are subscribed to the within Instrument, and acknowledged they executed the foregoing instrument for the purposes therein contained.

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

Holly M. Krick

NOTARY PUBLIC

My Commission Expires: *9/12/2026*



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LANCASTER

ON THIS, the _____ day of _____, 2022, before me, the undersigned officer, personally appeared, **LORENZO BONURA, JEFFREY W. MITCHELL and ROMAO R. CARRASCO**, who acknowledged themselves to be the Supervisors of **EAST COCALICO TOWNSHIP**, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT A

EBERSOL RESIDENCE

28 EDIE DRIVE
DENVER, PA 17517
EAST COCALICO TOWNSHIP, LANCASTER COUNTY

ZONING INFORMATION

ZONING DISTRICT: R-1 RESIDENTIAL

FRONT YARD SETBACK: 35 FT

SIDE YARD SETBACK: 15 FT

REAR YARD SETBACK: 35 FT

MAX BUILDING COVERAGE: 60% = 23,086 SF (0.53 Ac)

MAX IMPERVIOUS COVERAGE: 0% = 0 SF (0.00 Ac)

LOT COVERAGE

EXISTING LOT SIZE: 38,476 SF (0.88 Ac)

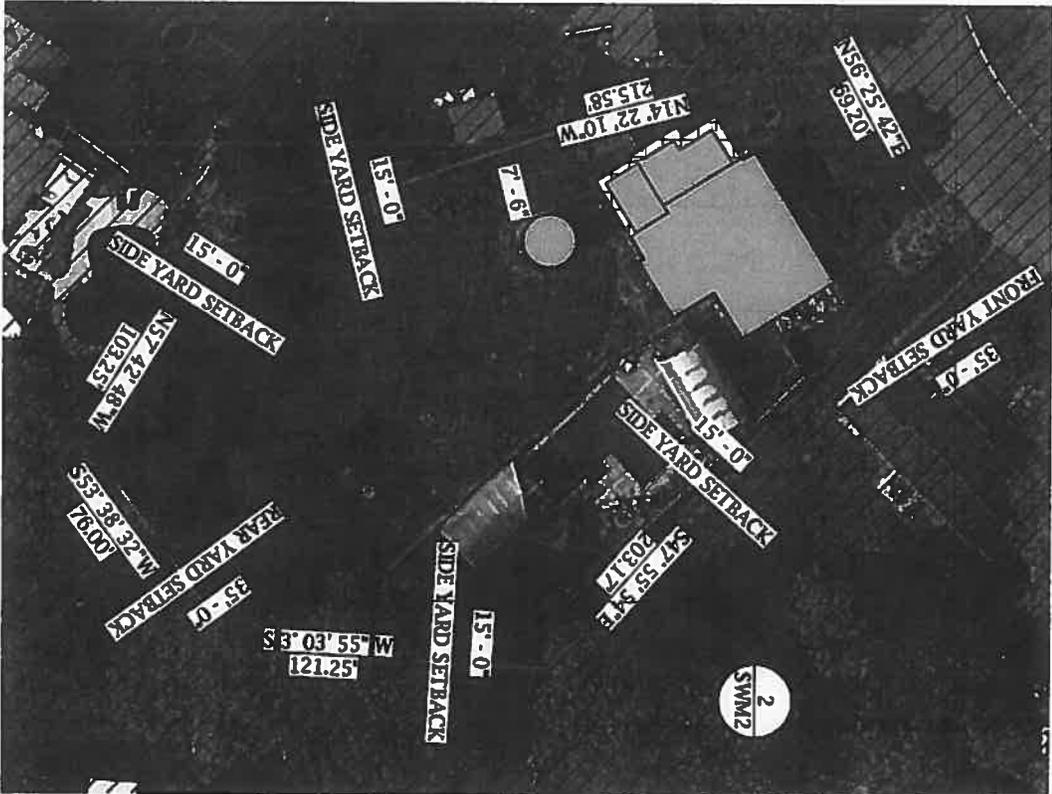
EXISTING IMPERVIOUS: 3,497 SF (0.08 Ac)

PROPOSED IMPERVIOUS: 705 SF (0.02 Ac)

TOTAL IMPERVIOUS: 4,202 SF (0.10 Ac) (10.92%)



1 PLOT PLAN
1" = 50'-0"



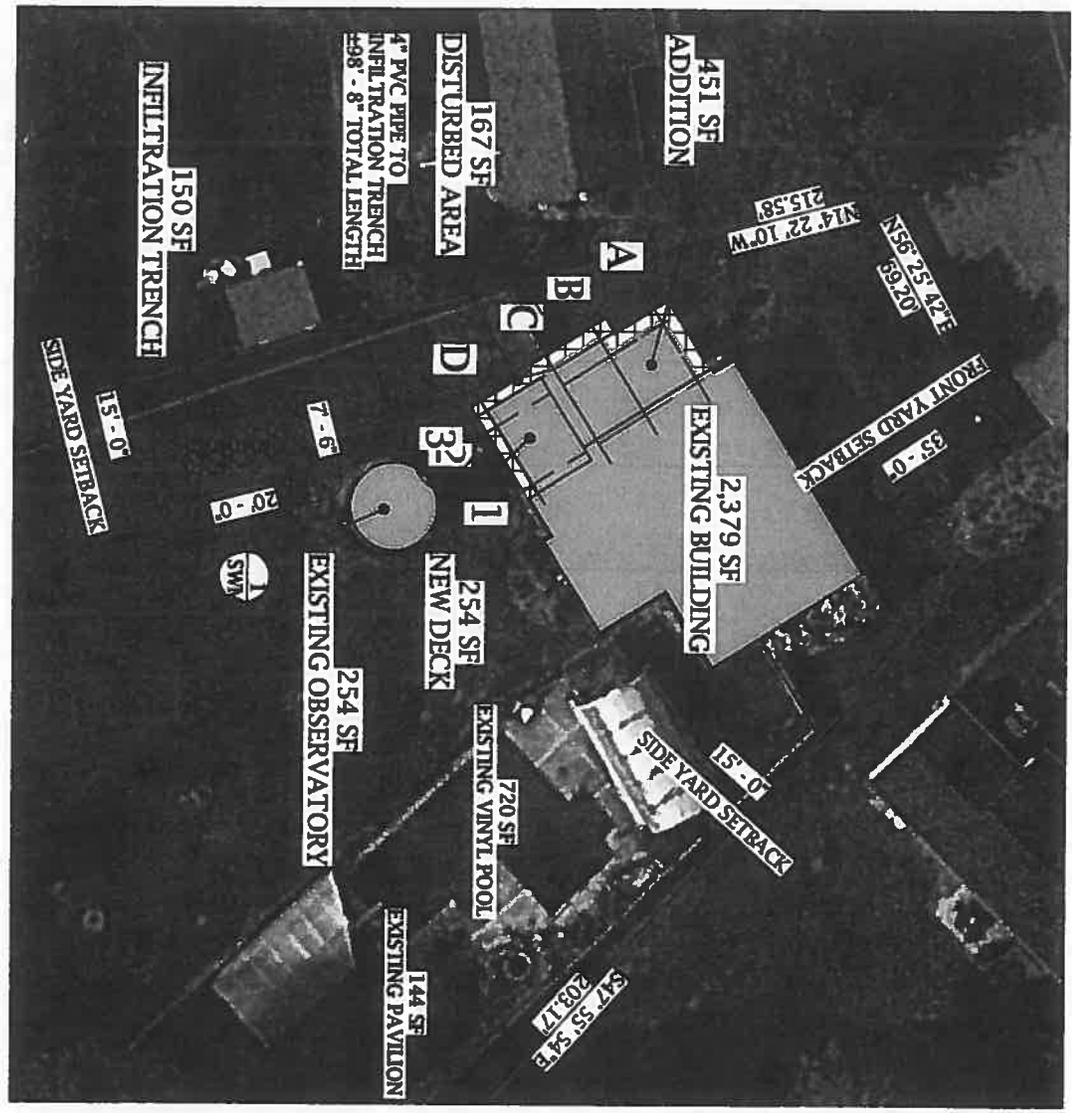
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SWMI	PLOT PLAN	REVISION: 2	SCALE: 1" = 50'-0"	DWG#: 22.364	DATE: 01/16/2023	ADDITION FOR: EBERSOL RESIDENCE 28 EDIE DRIVE, DENVER, PA 17517 EAST COCALICO TOWNSHIP, LANCASTER COUNTY		
		REVISION: 2	SCALE: 1" = 50'-0"	DWG#: 22.364	DATE: 01/16/2023			

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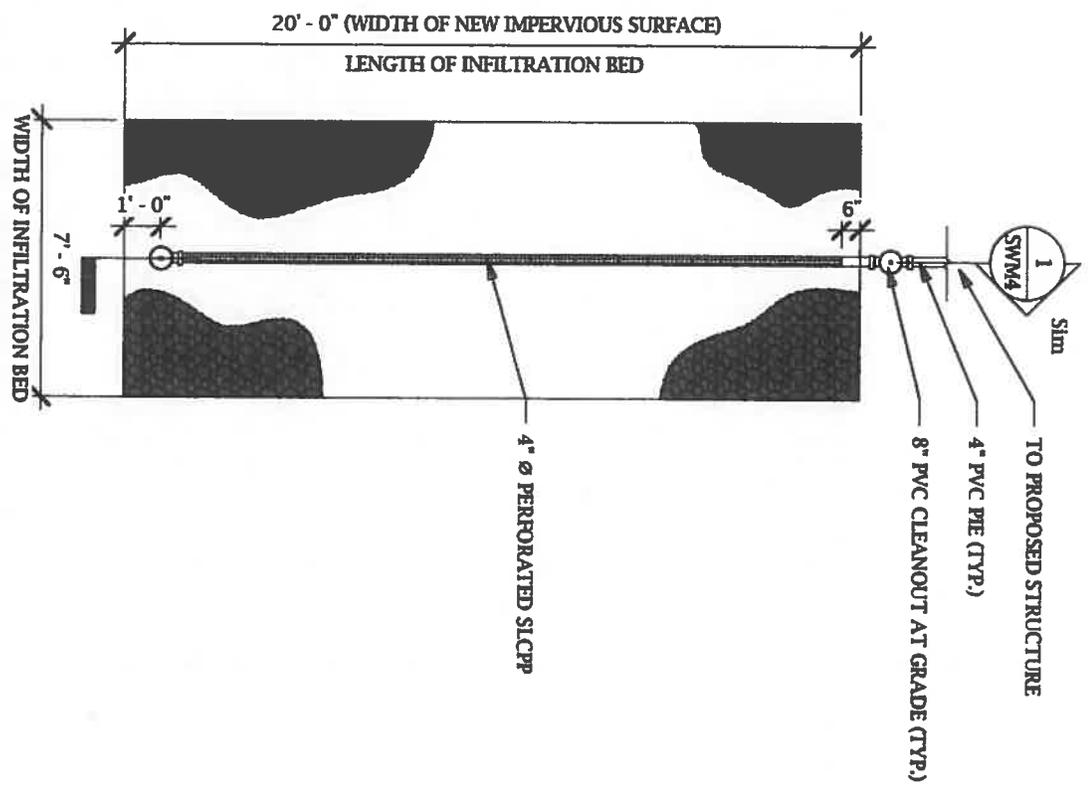
2 ENLARGED PLOT PLAN
1" = 30'-0"



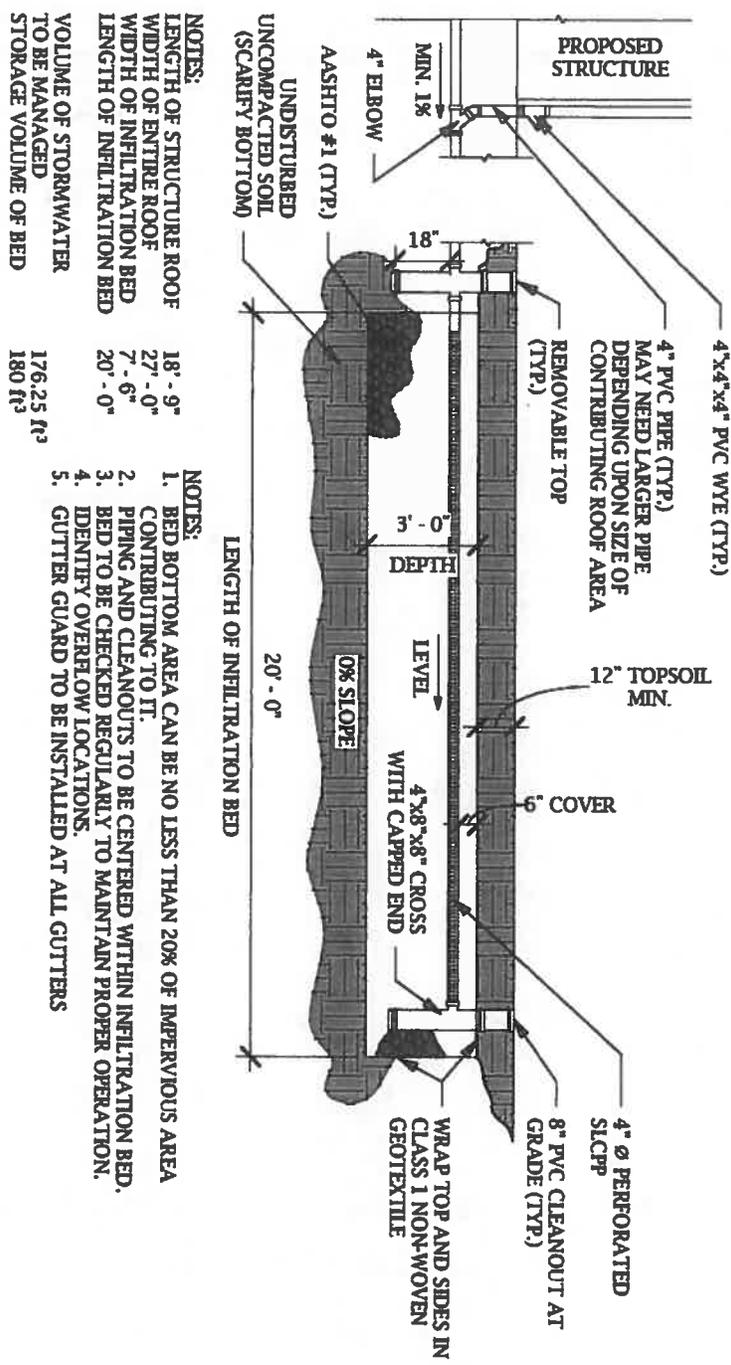
SWM2	ENLARGED PLOT PLAN	SWMEA	REVISION: 2	SCALE: 1" = 30'-0"	DWG#: 22.364	DATE: 01/16/2023	ADDITION FOR: EBERSOL RESIDENCE 28 EDIE DRIVE, DENVER, PA 17517 EAST COCALICO TOWNSHIP, LANCASTER COUNTY		

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① INFILTRATION TRENCH PLAN VIEW
1/4" = 1'-0"



SWM3	INFILTRATION TRENCH PLAN VIEW	SWMEA	REVISION: 2	SCALE: 1/4" = 1'-0"	DWG#: 22.364	DATE: 01/16/2023	ADDITION FOR: EBERSOL RESIDENCE 28 EDIE DRIVE, DENVER, PA 17517 EAST COCALICO TOWNSHIP, LANCASTER COUNTY		



NOTES:
 LENGTH OF STRUCTURE ROOF: 18' - 9"
 WIDTH OF ENTIRE ROOF: 27' - 0"
 WIDTH OF INFILTRATION BED: 7' - 6"
 LENGTH OF INFILTRATION BED: 20' - 0"
 VOLUME OF STORMWATER TO BE MANAGED: 176.25 ft³
 STORAGE VOLUME OF BED: 180 ft³

- NOTES:
1. BED BOTTOM AREA CAN BE NO LESS THAN 20% OF IMPERVIOUS AREA CONTRIBUTING TO IT.
 2. PIPING AND CLEANOUTS TO BE CENTERED WITHIN INFILTRATION BED.
 3. BED TO BE CHECKED REGULARLY TO MAINTAIN PROPER OPERATION.
 4. IDENTIFY OVERFLOW LOCATIONS.
 5. GUTTER GUARD TO BE INSTALLED AT ALL GUTTERS

1 INFILTRATION TRENCH SECTION VIEW
 1/4" = 1'-0"

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		ADDITION FOR: EBERSOL RESIDENCE 28 EDIE DRIVE, DENVER, PA 17517 EAST COCALICO TOWNSHIP, LANCASTER COUNTY	
		DATE: 01/16/2023	DWG#: 22.364 SCALE: 1/4" = 1'-0"
REVISION: 2		SWMEA	
INFILTRATION TRENCH SECTION VIEW		SWM4	

Return to: Bernadette M. Hohenadel, Esquire
Nikolaus & Hohenadel, LLP
212 North Queen Street
Lancaster, PA 17603
717-299-3726

Parcel ID #: 080-23800-0-0000, 080-72080-0-0000
East Cocalico Township

STORMWATER MANAGEMENT AND EASEMENT AGREEMENT

BY AND BETWEEN, Boose Aluminum Foundry Co., Inc., a Pennsylvania corporation, , with an address of 77 N. Reamstown Road, Stevens, Pennsylvania 17578 (hereinafter referred to as the “**GRANTOR**”) and East Cocalico Township, 100 Hill Road, Denver, PA 17517 (hereinafter referred to as the “**TOWNSHIP**”).

WHEREAS, GRANTOR is the owner of two parcels of land located at Main Street and 77 N. Reamstown Road, Stevens PA 17578 located in the Township of East Cocalico, County of Lancaster and Commonwealth of Pennsylvania as described in a Deed dated June 2, 2000 and recorded June 8, 2000 in the Recorder of Deeds Office of Lancaster County, Pennsylvania, at Volume 6661 Page 0220, Parcel ID#080-23800-0-0000 and Parcel ID # 080-72080-00000, respectively (hereinafter referred to as the “**PREMISES**”); and

WHEREAS, GRANTOR has submitted a Plan for improvements to the Premises , prepared by McCarthy Engineering Associates, Inc., Plan No. 170199-SI-01, dated February 21, 2023, and any subsequent revisions prior to approval (hereinafter referred to as the “**PLAN**”), together with a request for Waiver of Land Development, as referenced in the Waiver Approval Letter from the Township dated March 3, 2023; and

WHEREAS, GRANTOR is proposing to replace portions of existing stormwater conveyance systems and to retain and maintain other existing stormwater management facilities on the **PREMISES** including on-site conveyance systems;

WHEREAS, TOWNSHIP has enacted a Stormwater Management and Earth

Disturbance Ordinance dated September 15, 2022, and designated as Ordinance No. 2022-03; (hereinafter referred to as “**ORDINANCE**”); and

WHEREAS, the **ORDINANCE** was adopted in accordance with the Pennsylvania Stormwater Management Act known as Act No. 167; and

WHEREAS, Section 185-33 of the **ORDINANCE** requires easements where stormwater or surface water drainage facilities are located; and

WHEREAS, the replacements of the existing stormwater management facilities and the existing stormwater conveyance systems must be maintained in accordance with the Ordinance.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **GRANTOR** hereby grants to **TOWNSHIP** an easement to enter upon the **PREMISES** and to inspect the stormwater management facilities which **GRANTOR** will replace as well as other existing stormwater conveyance facilities on the Premises, and maintain in accordance with its Application and Permit, any existing stormwater plans, and any prior agreements.

2. In the event that **GRANTOR** does not replace and maintain the replaced and existing stormwater management facilities, the **TOWNSHIP** shall have the right, but not the duty, to enter upon the **PREMISES** and to replace and maintain such stormwater management improvements as set forth on the **PLAN**, as well as other existing stormwater conveyance facilities located on the Premises.

3. The **TOWNSHIP** may require the **GRANTOR**, its successors, grantees and assigns, or any future owner or occupier of the **PREMISES** to have inspections of all stormwater conveyance facilities performed annually by a qualified person and submit detailed reporting documentation to the **TOWNSHIP** related to the status and maintenance of those facilities, as determined necessary by the **TOWNSHIP** in satisfying

obligations under the **TOWNSHIP'S** MS4 NPDES permit, or other regulatory requirements. **GRANTOR** shall provide to the **TOWNSHIP** an inspection report on or before August 1st of each calendar year. The failure of **GRANTOR** to submit such inspection report shall constitute a violation of this Agreement.

4. After replacement of the portion of the existing stormwater management facilities, **GRANTOR** agrees to maintain the same, as well as all other existing stormwater conveyance facilities located on the Premises, in good working order to accommodate the stormwater runoff in accordance with the **ORDINANCE** and Act 167, and continually perform all ownership and maintenance activities as required. However, **GRANTOR** acknowledges that the **PLAN** controls the specific applicable construction standards, details, restrictions and required operation and maintenance activities.

5. Should **TOWNSHIP** decide to maintain or repair the stormwater management facilities and in the event that **TOWNSHIP** is not reimbursed by **GRANTOR** for its costs and expenses in maintaining or repairing the stormwater management facilities; then in that event, after thirty (30) days' notice to the then owner(s) of the **PREMISES**, **TOWNSHIP** may place a municipal lien against the **PREMISES** for any unpaid costs and expenses.

6. The Prior Stormwater Management and Easement Agreement pertaining to stormwater facilities on a portion of the Premises, dated June 6, 2007 and recorded in the Office of the Recorder of Deeds for Lancaster County on June 12, 2007 at Instrument No. 5626529 shall remain in full force and effect and shall in no way be deemed to be superseded by the within agreement. All rights and responsibilities imposed upon **GRANTOR**, its successors and assigns, by the Prior Agreement shall remain.

7. This Easement Agreement shall run with the land.
8. The parties to this Easement Agreement intend to be legally bound hereby.

DATED this _____ day of _____, 2023.

ATTEST:

Boose Aluminum Foundry Co., Inc.

By: _____

Name: _____

Position: _____

ATTEST:

EAST COCALICO TOWNSHIP

Lorenzo Bonura

Jeffrey W. Mitchell

Romao R. Carrasco

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LANCASTER**

ON THIS, the _____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be _____ of Boose Aluminum Foundry Co., Inc. and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires:

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LANCASTER**

ON THIS, the _____ day of _____, 2023, before me, the undersigned officer, personally appeared, **LORENZO BONURA, JEFFREY W. MITCHELL** and **ROMAO R. CARRASCO**, who acknowledged themselves to be the Supervisors of **EAST COCALICO TOWNSHIP**, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires:



We answer to you.

3020 Columbia Avenue, Lancaster, PA 17603
E-mail: rettetw@rettetw.com • Web site: rettetw.com

Phone: (800) 738-8395

MEMORANDUM

TO: East Cocalico Township Board of Supervisors
FROM: Mike Knouse, PE
COPY:
DATE: March 29, 2023
PROJECT NAME: 2023 Roadway Projects: Contract 1 - Paving, Contract 2 - Bituminous Seal Coat
PROJECT NO.: 031723000
SUBJECT: Bid Results and Recommendation

We have reviewed the construction bids for the 2023 Roadway Projects that were received on March 28, 2023. We received eight bids for Contract 1 – Paving, and one bid for Contract 2 – Bituminous Seal Coat. Attached you will find a bid tabulation of each solicitation and a summary of the bid totals. We have also reviewed the documents submitted as part of the bids and find them to be in accordance with the requirements.

Contract 1 – Paving

Project Location:

Oak Lane: West Church Street to Bunker Hill Road
Bunker Hill Road: Reading Road to Cul-de-sac
Meadowlark Drive: Bunker Hill Road to Stony Run Road
Stony Run Road: Reading Road to Dead End
Sycamore Circle: Stony Run Road to Cul-de-sac

Based on our review, the lowest responsible bidder for Contract 1 – Paving is H&K Group, Inc. with a base bid of \$443,398.60. We recommend awarding Contract 1 to H&K Group, Inc.

Please note that Contract 1 - Paving is subject to the provisions of PennDOT Publication 408, Section 110.4, *Price Adjustment of Bituminous Materials*. The bid index is February 2023, and the price adjustment will be made based upon the index of material at the time of placement.

Contract 2 – Bituminous Seal Coat

Project Location:

Martin Drive: Bruners Grove Road to Swartzville Road (SR 0897)
Mohn's Hill Road: Swartzville Road (SR 0897) to Township Line

Based on our review, the lowest responsible bidder for Contract 2 – Bituminous Seal Coat is Martin Paving, Inc. with a base bid of \$107,485.30. We recommend awarding Contract 2 to Martin Paving, Inc.

If you have any questions, please contact me.



We answer to you.

2023 ROADWAY PROJECT - CONTRACT NO. 1 - PAVING
EAST COCALICO TOWNSHIP, LANCASTER COUNTY

PROJECT NO. 031723000

PROJECT MANAGER: MIKE KNOUSE

MARCH 28, 2023

ITEM	DESCRIPTION	QUAN.	UNIT	H&K GROUP, INC. PO BOX 196 SKIPPACK, PA 19474	KINSLEY CONSTRUCTION 1110 E. PRINCESS STREET PO BOX 2886 YORK, PA 17405	NEW ENTERPRISE STONE & LIME CO., INC. 621 MARTINDALE ROAD EPHRATA, PA 17522	CONSTRUCTION MASTERS 150 GRINGS HILL ROAD SINKING SPRING, PA 19608	PENNSY SUPPLY, INC. 2400 THEA DR, SUITE 3A HARRISBURG, PA 17110	BRUBACHER EXCAVATING 825 READING ROAD PO BOX 528 BOWMANSVILLE PA 17507	E.K. SERVICES, INC. 260 OLD YORK ROAD NEW CUMBERLAND, PA 17070	ALLAN MYERS, L.P 1805 BERKS ROAD PO BOX 98 WORCESTER, PA 19490
BASE BID				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1	LS	\$10,883.65	\$10,883.65	\$5,002.50	\$5,002.50	\$17,230.00	\$17,230.00	\$12,600.00	\$12,600.00
2	Traffic Control	1	LS	\$6,224.60	\$6,224.60	\$1,500.00	\$1,500.00	\$2,353.00	\$2,353.00	\$2,000.00	\$2,000.00
3	Milling - profile mill full width, up to 1 1/2" depth	22330	SY	\$2.12	\$47,339.60	\$1.40	\$31,262.00	\$1.71	\$38,184.30	\$1.70	\$37,961.00
4	Base repair: Sawcut, excavate 4" depth, remove material, place 4" depth, Superpave Asphalt Mixture Design Binder Course, 25 mm, PG 645-22, 0.3 to 3 million ESALS, complete in-place	210	SY	\$39.34	\$8,261.40	\$38.00	\$7,980.00	\$30.30	\$6,363.00	\$33.50	\$7,035.00
5	Paving fabric, complete in-place	22330	SY	\$3.18	\$71,009.40	\$3.25	\$72,572.50	\$3.38	\$75,475.40	\$3.30	\$73,689.00
6	Superpave Asphalt Mixture Design Leveling Course, PG 645-22, 0.3 to 3.0 Million ESALS, 9.5 mm, 1.5" Depth, SRL - L, complete in-place	1055	TON	\$87.77	\$92,597.35	\$95.20	\$100,436.00	\$84.06	\$88,683.30	\$90.00	\$94,950.00
7	Superpave Asphalt Mixture Design Wearing Course, PG 645-22, 0.3 to 3.0 Million ESALS, 9.5 mm, 1.5" Depth, SRL - L, complete in-place	2110	TON	\$76.81	\$162,069.10	\$89.20	\$188,212.00	\$81.79	\$172,576.90	\$90.00	\$189,900.00
8	Thermoplastic Stop Bar, 24" line width, complete in place	60	LF	\$18.45	\$1,107.00	\$36.00	\$2,160.00	\$19.62	\$1,177.20	\$19.00	\$1,140.00
	TOTAL BASE BID			\$399,492.10	\$409,125.00	\$409,125.00	\$402,043.10	\$419,275.00	\$427,923.72	\$451,318.74	\$462,150.00
	HOMEOWNER CURB										
	Concrete curb, including removal of existing curb, topsoil, seed, mulch, and pavement restoration consisting of 6" depth PA 2A stone subbase, 4" depth Superpave Asphalt Mixture Design Binder Course, PG 645-22, 0.3 to 3 million ESAL, 25mm, complete in place	330	LF	\$133.05	\$43,906.50	\$105.50	\$34,815.00	\$152.76	\$50,410.80	\$130.00	\$42,900.00
	TOTAL HOMEOWNER CURB			\$43,906.50	\$44,815.00	\$44,815.00	\$44,815.00	\$42,900.00	\$41,355.60	\$41,355.60	\$39,052.20
	TOTAL BID			\$443,398.60	\$453,940.00	\$453,940.00	\$452,453.90	\$462,175.00	\$469,279.32	\$490,370.94	\$510,000.00



2023 ROADWAY PROJECT - CONTRACT NO. 2 - BITUMINOUS SEAL COAT
EAST COCALICO TOWNSHIP, LANCASTER COUNTY

PROJECT NO. 031723000

PROJECT MANAGER: MIKE KNOUSE

March 28, 2023

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1	LS	\$1,000.00	\$1,000.00
2	Traffic Control	1	LS	\$1,500.00	\$1,500.00
3	Bituminous Seal Coat (Double Application) with fog seal, complete in-place	22455	SY	\$4.46	\$100,149.30
4	Double Yellow Painted Line, 4" width, complete in-place	8060	LF	\$0.60	\$4,836.00
TOTAL BID					\$107,485.30

MARTIN PAVING, INC.
 531 E. 28TH DIVISION HWY
 LITITZ, PA 17543



2017 Ford Taurus Police Interceptor sedan

Seller: EastCocalico **Listing #** 54925688 **Custom ID:** Starting Bid: \$2,500.00 **HIGH BID:** \$6,200.00

Started: 3/10/2023 12:00:00 PM **Ended:** 3/24/2023 9:02:00 PM **Number of Bids:** 21 **Number of Views:** 1629 **Reserve Price:** \$3500



Bid History

Bid Date/Time	Bid	Username	First	Last
3/24/2023 8:59:27 PM	\$6,200.00	JBPro100	Luis	Juarez
3/24/2023 7:44:00 PM	\$6,100.00	JacobJimenez1588	Jacob	Jimenez
3/24/2023 7:43:54 PM	\$6,000.00 (Proxy)	C13	craig	milgrom
3/24/2023 7:43:54 PM	\$5,900.00	JacobJimenez1588	Jacob	Jimenez
3/24/2023 7:43:48 PM	\$5,800.00 (Proxy)	C13	craig	milgrom
3/24/2023 7:43:48 PM	\$5,700.00	JacobJimenez1588	Jacob	Jimenez
3/24/2023 7:43:35 PM	\$5,600.00 (Proxy)	C13	craig	milgrom
3/24/2023 7:43:35 PM	\$5,500.00	JacobJimenez1588	Jacob	Jimenez
3/20/2023 7:10:16 AM	\$5,400.00	C13	craig	milgrom
3/20/2023 7:10:16 AM	\$5,300.00 (Proxy)	ISDA	Jerome	Johnson
3/19/2023 8:44:04 PM	\$5,200.00	ISDA	Jerome	Johnson
3/19/2023 8:44:04 PM	\$5,100.00 (Proxy)	C13	craig	milgrom
3/18/2023 1:51:15 AM	\$5,000.00	C13	craig	milgrom
3/18/2023 1:51:15 AM	\$4,900.00 (Proxy)	joyfulnomad	joy	seo
3/14/2023 9:50:05 PM	\$4,700.00	joyfulnomad	joy	seo
3/14/2023 9:50:05 PM	\$4,600.00 (Proxy)	RealisticallyBiddin	Brady	Tice
3/14/2023 7:11:15 AM	\$3,900.00	RealisticallyBiddin	Brady	Tice
3/14/2023 7:11:15 AM	\$3,800.00 (Proxy)	trikeryder	Dave	Hobbs
3/11/2023 6:20:14 AM	\$3,700.00	trikeryder	Dave	Hobbs
3/11/2023 6:20:14 AM	\$3,600.00 (Proxy)	Andy0184	Andy	Campoverde
3/10/2023 10:22:13 PM	\$3,500.00	Andy0184	Andy	Campoverde

Bids with (proxy) next to them mean the system bid this amount for this user. Users who enter bids higher than the minimum bid allow Municibid to automatically bid for them when competing bids come in

**2023 EAST COCALICO TOWNSHIP
REAMSTOWN COMMUNITY POOL SNACK BAR
OPERATING AGREEMENT**

This Agreement is between East Cocalico Township, 100 Hill Road, Denver, PA, ("Township") and Kim Porter ("Contractor"), for the operation of the Reamstown Community Pool ("Pool") snack bar for the 2023 season:

WHEREAS, Township operates a municipal swimming pool, the Reamstown Community Pool, for use by, and the enjoyment of, its residents and the residents of neighboring communities; and,

WHEREAS, a snack bar has been operated in connection with the pool to provide food and drinks for those utilizing the pool; and,

WHEREAS, Contractor has agreed to operate the snack bar by providing for food and drinks to be served at snack bar, and by providing for the staff to maintain snack bar.

NOW, THEREFORE, HEREBY ACKNOWLEDGED, Township and Contractor agree as follows:

- 1) Township hereby engages Contractor, and Contractor accepts engagement, to operate the Pool snack bar. This Agreement shall commence on May 27, 2023 and shall end on September 4, 2023. Contractor agrees to staff and operate snack bar on May 27, 2023 to May 29, 2023; on a daily basis beginning on Saturday, June 3, 2023 through Monday, August 20, 2023; on August 26, 2023 and August 27, 2023; and on Saturday, September 2, 2023 through Monday, September 4, 2023.
- 2) Snack bar shall be open on all days the Pool is open. Snack bar shall be open from 12:30 p.m. to 8:00 p.m. on Sunday through Saturday. Additionally, snack bar may remain open until 10:00 p.m. on days when Night Swims are held at Pool: June 23, July 14, July 28, and August 11.
- 3) If Pool is temporarily closed, Contractor shall be responsible for reopening snack bar when Pool reopens within a reasonable amount of time from the notification by Pool management.
- 4) Contractor shall have the ability to close the snack bar after 4:00 p.m. on days of low attendance (less than 15 Pool patrons), contingent upon making an announcement over the public address system at least 30-minutes prior to closing snack bar.
- 5) Contractor shall close snack bar at 4:00 p.m. on the days that the Cocalico Swim Team has scheduled swim meets/events. The 2023 Cocalico Swim Meet dates are as follows: June 13, June 22, (rain date June 27), June 29, July 11, (rain date July 20), August 1 (rain date August 2). Township shall provide Contractor at least one (1) day notice if any date of a scheduled Cocalico Swim Team meet is changed. Pool will close early on these days for the Cocalico Swim Team Meets.
- 6) Contractor shall be responsible for staffing, payroll of staff; and completion of all required employment forms for snack bar staff. Contractor shall comply with applicable Federal, State, and other laws as to hiring, scheduling, and management of snack bar employees.

- 7) Contractor shall provide Workers Compensation Insurance for all snack bar employees, if required.
- 8) Snack bar employees will be considered employees of Contractor and shall be trained and directed by Contractor and/or Contractor's employees.
- 9) Contractor agrees to have a sufficient number of employees working at snack bar during routinely busy times, typically from 1:00 p.m. to 3:00 p.m. on a daily basis.
- 10) Contractor shall submit a list of snack bar management employee names and telephone numbers to Township on or before May 1, 2023. Contractor shall promptly provide an updated list to the Township upon changes made to the roster of snack bar management employees during the term of this agreement.
- 11) Contractor shall be responsible for operating snack bar, including supplying, stocking, ordering, inventorying, preparing all food and drink items sold during the season.
- 12) All menu and pricing for the snack bar shall be solely at the discretion of Contractor.
- 13) Contractor shall provide daily cleaning and maintenance to snack bar including cleaning floors, counters, and equipment in snack bar as well as the tables and pool deck in the sitting area. Contractor shall meet all Department of Health regulations governing the operation of snack bar and the cleaning and maintenance of areas of snack bar. Contractor shall insure a person having appropriate food safety certification is present at all times snack bar is open. Contractor shall not store anything outside the snack bar building.
- 14) Township shall be responsible for maintaining the equipment in snack bar including, but not limited to, the refrigerator, freezer, microwave ovens, and hot dog roller, but Contractor shall be responsible for the daily cleaning of this equipment. Repair or replacement of equipment due to abuse or misuse will be the sole financial responsibility of Contractor.
- 15) Contractor hereby agrees to hold harmless and indemnify, to the fullest extent permitted by law, the Township, its officers, agents, and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising out of the operation of snack bar including any injury or death of persons, including employees of Contractor, resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement and the staffing of snack bar by Contractor. This paragraph is limited to the sale and consumption of food prepared by and served by Contractor and any claim by any employee of Contractor. As a condition precedent of the effectiveness of this Agreement, Contractor shall procure, and thereafter maintain in full force and effect at Contractor's sole cost and expense, a Commercial General Liability (CGL) insurance policy written with an insurance carrier with an AM Best "A" rating authorized to do business in the Commonwealth of Pennsylvania and acceptable to Township. Such policy shall include limits of insurance no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. The policy shall contain a provision providing for a broad form of contractual liability, including Product Liability coverage. The policy or policies shall be written on an

occurrence basis. Contractor shall provide Township evidence of all insurance policies required by this Agreement in the form of a Certificate of Insurance and/or Endorsement. The Certificate of Insurance shall name Township as an additional insured using the ISO benchmark CG 2010 (11/85).

- 16) Township shall provide the Contractor with one (1) key to the Pool facility and snack bar and one (1) dumpster key. The keys shall be returned to Township within one (1) week following the end of the 2023 season on September 4, 2023.
- 17) The Township shall authorize Contractor to use Township's snack bar equipment during the 2023 season including the snack bar building, a freezer, a refrigerator, microwave, snow cone machine, grill, fryer, and storage space.
- 18) This Agreement may be terminated by either party with or without cause by providing written notice no less than thirty (30) days in advance of such termination.
- 19) This Agreement constitutes the entire Agreement between the parties.
- 20) The Date of Execution of this Agreement shall be defined as the date upon which it is executed by the parties if they have each executed the Agreement on the same date. Otherwise, the Date of Execution of this Agreement shall be defined as the Date of Execution by the party last executing this Agreement.

IN WITNESS HEREOF, parties hereto have set their hands the day and year first written below. This Agreement is executed in duplicate, and in counterparts, and Township and Contractor, as parties hereto, acknowledge receipt of a duly executed copy hereof, and acknowledge that each copy shall constitute an original.

FOR CONTRACTOR

Date: _____

Kim Porter

FOR TOWNSHIP

Date: _____

Lorenzo Bonura, Chairman
East Cocalico Township Board of Supervisors

**TOWNSHIP OF EAST COCALICO
LANCASTER COUNTY, PENNSYLVANIA**

RESOLUTION 2023-04

**AUTHORIZING EAST COCALICO TOWNSHIP TO ENTER INTO SETTLEMENT
AGREEMENTS WITH TEVA, ALLERGEN, WALGREENS, WALMART AND CVS,
AND TO ACCEPT THE TERMS OF THE PENNSYLVANIA OPIOID MISUSE
AND ADDICTION ABATEMENT TRUST**

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death and, the Commonwealth of Pennsylvania and its local governments spend billions of dollars each year to address the direct consequences of this crisis; and,

WHEREAS, since at least 2017, state and local governments in Pennsylvania and around the United States have been pursuing investigations and litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals ("Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the impact the Opioid Epidemic has had on our communities; and,

WHEREAS, negotiations to settle claims against several of the Opioid Defendants, specifically Teva, Allergan, Walgreens, Walmart, and CVS ("Settling Defendants") have been ongoing for several years; and,

WHEREAS, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims to settle the Litigation; and,

WHEREAS, the proposed terms of those proposed nationwide settlements have been set forth in the individual settlement agreements ("Settlement Agreements"); and,

WHEREAS, copies of the Settlement Agreements as well as summaries of the main terms of the Settlement Agreements have been provided to the township with this Resolution; and,

WHEREAS, the Settlement Agreements provide, among other things, the payment of certain sums to settling government entities in Pennsylvania including to the Commonwealth of Pennsylvania and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreements ("Pennsylvania Opioid Funds"); and,

WHEREAS, Pennsylvania local governments as well as the attorneys representing those local governments have engaged in extensive discussions with the Commonwealth's Office of Attorney General ("OAG") as to how the Pennsylvania Opioid Funds will be allocated, which has resulted in the Proposed Pennsylvania Opioid Misuse and Addiction Abatement Trust ("Trust"); and,

WHEREAS, a copy of the Trust has been provided with this Resolution; and,

WHEREAS, the Trust proposes to allocate the Pennsylvania Opioid Funds 15% to a Commonwealth Account; 70% to local governments in a County Abatement Account; and 15% to a Litigating Subdivision Account. For the avoidance of doubt, all funds allocated to Pennsylvania from the Settlements will be combined pursuant to the Trust, and 15% of that total shall be allocated to the Commonwealth of Pennsylvania ("Commonwealth of Pennsylvania Account"), 70% to the County Abatement Account ("County Abatement Account Allocation"), and 15% to the Litigating Subdivision Account ("Litigating Subdivision Account"); and,

WHEREAS, the Counties and Litigating Subdivisions, their Associations, have participated in a series of meetings to draft allocation formulas. Those meetings have resulted in allocation formulas for the County Abatement Account and the Litigating Subdivision Account and establish a Local Allocation Share under each Account for Eligible Local Subdivisions; and,

WHEREAS, any township that is an Eligible Local Government will receive its Local Allocation share only when it becomes a Participating Subdivision by signing the Participation Agreements to the Settlements; and,

NOW, THEREFORE, BE IT RESOLVED, the East Cocalico Township Board of Supervisors approves and authorizes the Township Solicitor to settle and release the Township's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements and Trust Agreement including taking the following measures:

1. the execution of the Participation Agreements to the individual Settlement Agreements and any and all documents ancillary thereto; and,
2. the execution of the Memorandum of Understanding agreeing to the allocations to the County Abatement and Litigating Subdivision Accounts and agreeing to be a beneficiary of the Trust under the terms set forth in the Trust. Proposed Pennsylvania Opioid Misuse and Addiction Abatement Trust by executing the signature pages to that Trust Agreement.

BE IT FURTHER RESOLVED that all actions heretofore taken by the East Cocalico Township Board of Supervisors and other appropriate public officers and agents of Township with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

BE IT RESOLVED THIS 6TH DAY OF APRIL, 2023.

FOR EAST COCALICO TOWNSHIP

By: _____
Lorenzo Bonura, Chair
Board of Supervisors

Attest: _____
Romao Carrasco, Secretary

**TOWNSHIP OF EAST COCALICO
LANCASTER COUNTY, PENNSYLVANIA**

RESOLUTION 2023-05

ADOPTION OF THE OFFICIAL ZONING MAP

WHEREAS, the Board of Supervisors of East Cocalico has, throughout recent years, approved the rezoning of certain properties in the Township, as permitted by, and in accordance with, the Pennsylvania Municipalities Planning Code, Act 247 of 1968, as last revised; and,

WHEREAS, the Board of Supervisors now desires to adopt a new Zoning Map that properly and accurately incorporates these previously-approved zoning revisions.

NOW, THEREFORE, BE IT RESOLVED, the East Cocalico Township Board of Supervisors hereby adopts the Zoning Map, attached hereto Exhibit A, as the Official Zoning Map for East Cocalico Township; and,

BE IT FURTHER RESOLVED, the Township Manager is directed to take those actions required to properly codify the Official Zoning Map, so to incorporate same in the Code of the Township of East Cocalico.

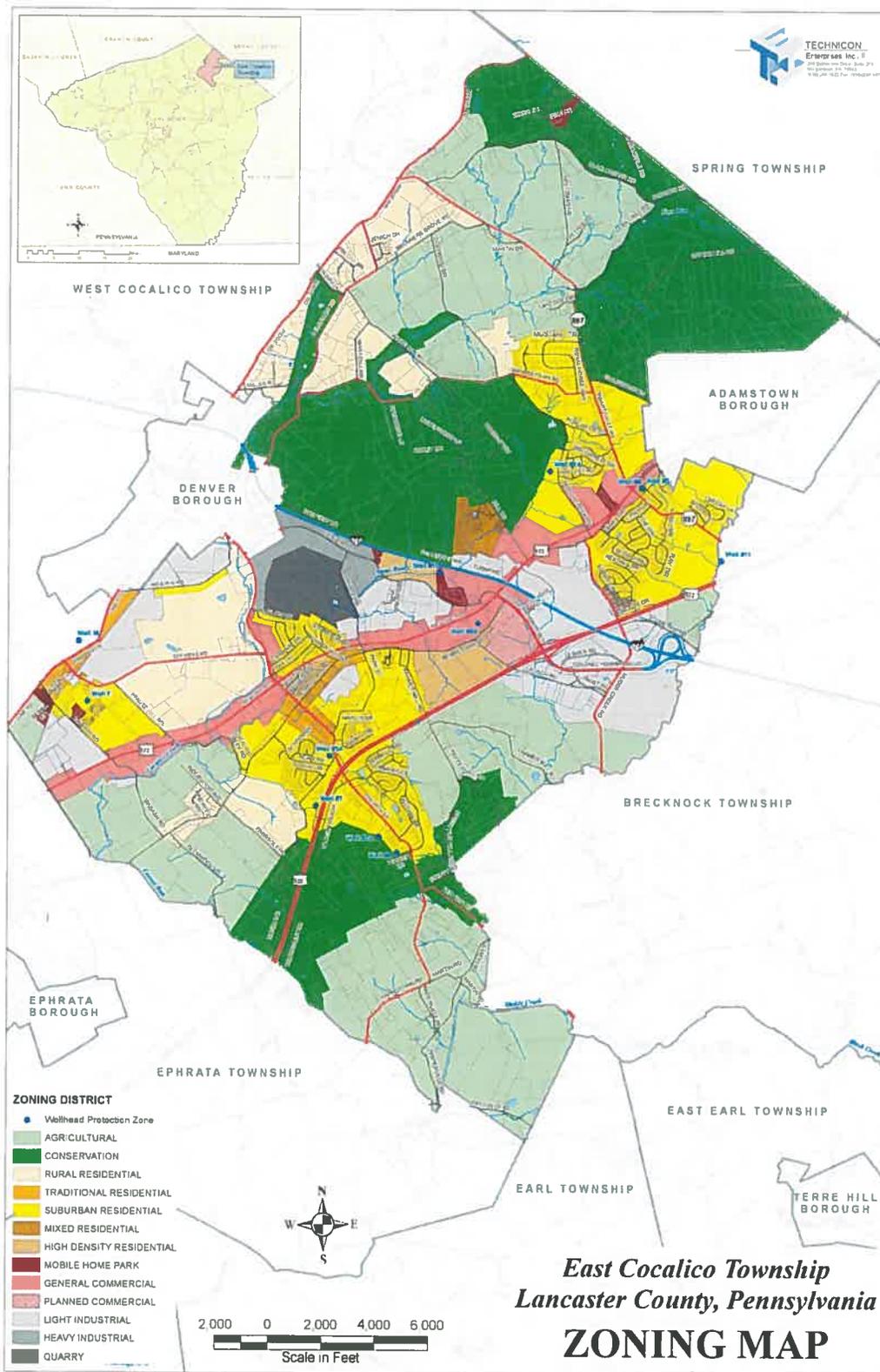
BE IT RESOLVED THIS 6TH DAY OF APRIL, 2023.

FOR EAST COCALICO TOWNSHIP

By: _____
Lorenzo Bonura, Chair
Board of Supervisors

Attest: _____
Romao Carrasco, Secretary

EXHIBIT A



**TOWNSHIP OF EAST COCALICO
LANCASTER COUNTY, PENNSYLVANIA**

RESOLUTION 2023-06

ADOPTION OF 2023 TAX EXONERATIONS

WHEREAS, the Board of Supervisors of East Cocalico desires to correct the assessment of taxes due at certain properties, so to comply with the requirement of State Law, and to exonerate from payment certain taxes levied, as permitted by State Law; and,

WHEREAS, the Board of Supervisors likewise desires to extend the discount period for the payment of taxes, so to comply with the requirement of State Law.

NOW, THEREFORE, BE IT RESOLVED THAT, FOR THE FISCAL YEAR 2023:

1. Any property certified by the Pennsylvania Department of Military and Veterans Affairs and Lancaster County to be exempted from the payment of real estate tax shall likewise be exempted from the payment of a street light tax and a hydrant tax.
2. The street light tax for the unimproved properties listed in Exhibit A attached hereto shall be reduced to 25% of the face value assessed.
3. The street light tax for the agricultural property listed in Exhibit B attached hereto shall be exempted from payment.
4. Any property owned by Township of East Cocalico shall be exempted from the payment of both the street light tax and the hydrant tax.
5. The discount period for the payment of real estate tax, street light tax, and hydrant tax shall be extended to May 8, 2023. There shall be no extensions made to the face value period and the late payment period.
6. The Township Manager is authorized to approve (a) a reduction of the street light tax to 25% of the face value assessed for any qualified unimproved property inadvertently omitted from Exhibit A, and (b) an exemption of the street light tax for any qualified agricultural property inadvertently omitted from Exhibit B.

BE IT RESOLVED THIS 6TH DAY OF APRIL, 2023.

FOR EAST COCALICO TOWNSHIP

By: _____
Lorenzo Bonura, Chair
Board of Supervisors

Attest: _____
Romao Carrasco, Secretary

EXHIBIT A
Street Light Tax Reductions to 25% Face Value

TPN	LOCATION	TPN	LOCATION
0808385900000	425 S MUDDY CREEK RD	0805521500000	WHITE TAIL DR
0806783100000	188 N REAMSTOWN RD	0809082400000	CHURCH ST LT
0805002610004	2015 N READING RD	0805950700000	N MAIN ST
0808134600000	1925 N READING RD	0803694200000	117 N REAMSTOWN RD
0803450800000	N READING RD	0803068300000	LEE DR
0800230800000	2320 N READING RD	0801396300000	INDUSTRIAL WAY LOT 8
0807632300000	N READING RD	0802477800000	COACH DR
0800704000000	2012 N READING RD	0803651200000	30 WINDING WAY
0808907700000	111 MUSTANG TRL	0804301500000	N READING RD LOT 1
0801670500000	STEVENS RD	0809263000000	GROUSE DR REAR
0800787200000	N READING RD LOT 3	0800232100000	GROUSE DR REAR
0809780200000	RIDGE RD	0806206400000	KESTREL DR
0803489500000	JAMES DR BK A LOT 22	0800594500000	MUDDY CREEK RD
0803712200000	JAMES DR BK A LOT 21	0807620400000	N READING RD
0803873800000	JAMES DR BK A LOT 20	0806702600000	955 STONE HILL RD
0804015400000	JAMES DR BK A LOT 19	0800382100000	44 N REAMSTOWN RD
0804157000000	JAMES DR BK A LOT 18	0809259100000	32 N REAMSTOWN RD
0804308600000	JAMES DR	0805920800000	2 BEECHWOOD DR
0804450200000	JAMES DR BK A LOT 16	0802775100000	READING RD
0804591900000	JAMES DR	0806253700000	SWARTZVILLE RD
0804965400000	JAMES DR	0807260500000	REAMSTOWN RD
0802983600000	202 FIRETHORNE DR	0809220200000	CARDINAL DR
0800018700000	SCENIC DR	0809272000000	READING RD LOT 2
0803646900000	35 KEELER AVE	0804874600000	2152 N READING RD
0807438800000	26 W CHURCH ST	0805507200000	2170 N READING RD
0809075000000	180 SMOKESTOWN RD	0807412600000	57 W CHURCH ST

EXHIBIT B
Street Light Tax Exemption

TPN	LOCATION
0803778800000	DOGWOOD DR