

**EAST COCALICO TOWNSHIP BOARD OF SUPERVISORS
TOWNSHIP BUILDING
100 HILL ROAD, DENVER, PA
TUESDAY, JANUARY 2, 2024, 7:00 PM**

CALL TO ORDER by Chair Bonura at 7:00 PM

ATTENDANCE

Lorenzo Bonura, Chair	[X]
Jeff Mitchell, Vice Chair	[X]
Daniel Burton, Jr.	[X]

ANNOUNCEMENTS & INFORMATIONAL ITEMS

- Mr. Burton led the meeting with a prayer.
- Chair Bonura announced the Board of Supervisors had met in Executive Session prior to this evening's meeting to discuss a matter of potential litigation, in specific professional services.
- Chair Bonura announced he will participate in the Township's health care plan.
- Mr. Burton announced he will participate in the Township's health care plan.
- Chair Bonura announced this evening's meeting was being recorded for rebroadcast.
- Chair Bonura commented on the 2024 Budget millage increase, and on increased Township financial support provided to volunteer emergency services in the coming year.

PUBLIC COMMENT, AGENDA ITEMS

- Ron Forsyth, East Cocalico Township, commented the C&B Development re-zone petition, agricultural preservation efforts, and on areas preserved for agricultural uses.

ACTION ITEMS

Temporary Board of Supervisors – Chair Bonura made a motion to appoint Mr. Burton to the position of Temporary Chair of the Board of Supervisors. The motion was seconded by Mr. Mitchell.

By unanimous vote the motion was approved.

Board of Supervisors Chair – Mr. Burton made a motion to appoint Mr. Bonura to the position of Chair of the Board of Supervisors for 2024. The motion was seconded by Mr. Mitchell.

By unanimous vote the motion was approved.

Board of Supervisors Vice Chair – Chair Bonura made a motion to appoint Mr. Mitchell to the position of Vice Chair of the Board of Supervisors for 2024. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

Township Treasurer – Chair Bonura made a motion to appoint Mr. Mitchell to the position of Township Treasurer for 2024. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

Township Assistant Treasurer – Mr. Mitchell made a motion to appoint Chair Bonura and Mr. Burton to the positions of Township Assistant Treasurer for 2024. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

Township Secretary – Chair Bonura made a motion to appoint Mr. Burton to the position of Township Secretary for 2024. The motion was seconded by Mr. Mitchell.

By unanimous vote the motion was approved.

Pension Plans Administrative Officer – Mr. Mitchell made a motion to appoint Chair Bonura to the position of Pension Plans Administrative Officer for 2024. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

official and volunteer appointments – Chair Bonura made a motion to approve the official and volunteer appointments as enumerated in the Township Manager December 29, 2023 memo, attached hereto, absent position I.h, Pension Plans Administrative Officer. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

holiday and meeting schedules – Chair Bonura made a motion to approve the holiday and meeting schedules, as enumerated in the Township Manager December 29, 2023 memo, attached hereto. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

other establishments – Chair Bonura made a motion to establish Township depositories, vehicle reimbursement rate, and the newspaper for record, as enumerated in the Township Manager December 29, 2023 memo, attached hereto. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

Corporal appointments – Chief Savage presented Officer Keith McCabe, Officer Joshua Sola, and Officer Zachary Weaver for promotion to the position of Corporal for the East Cocalico Township Police Department.

Chief Savage administered the oath of office to each officer.

Chair Bonura made a motion to appoint Officer Keith McCabe, Officer Joshua Sola, and Officer Zachary Weaver to the position of Corporal for the East Cocalico Township Police Department. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

meeting minutes – Chair Bonura made a motion to approve the December 21 Meeting minutes, as presented. The motion was seconded by Mr. Mitchell.

By unanimous vote the motion was approved.

Resolution 2024-01 – Chair Bonura made a motion to approve Resolution 2024-01, to appoint Zelenkofske Axelrod LLC as the Appointed Auditor for Township accounts for Fiscal Year 2023. The motion was seconded by Mr. Mitchell.

By unanimous vote the motion was approved.

Resolution 2024-02 – Chair Bonura made a motion to approve Resolution 2024-02, to adopt the 2024 Fee Schedule. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

Resolution 2024-03 – Mr. Burton made a motion to approve Resolution 2024-03, to designate licensed haulers for 2024. The motion was seconded by Mr. Mitchell.

By unanimous vote the motion was approved.

Resolution 2024-04 – Mr. Burton made a motion to approve Resolution 2024-04, to authorize destruction of certain records, in accordance of Act 428 of 1968, as last revised. The motion was seconded by Mr. Mitchell.

By unanimous vote the motion was approved.

C&B Development LLC (RZ 2023-03) – Andy Baldo, Petitioner, provided an overview of a proposed rezone of property at Gehman School Road and Stone Hill Road, to Light Industrial from Agricultural.

Chair Bonura commented on a potential farmland preservation contribution discussed at a prior meeting. Matt Close, Petitioner, confirmed the Petitioner is agreeable to increasing from \$8,000 per acre from \$4,000 per acre this contribution, calculated on approximately 23 acres.

Chair Bonura commented on on-site and off-site infrastructure improvements. Mr. Close noted potential improvements.

Mr. Burton commented on traffic direction.

Chair Bonura commented on projected tax receipts attributable to property development. Mr. Close commented on same projected tax receipts.

Mr. Baldo commented on the Petitioner working to support volunteer emergency providers in the Township.

Matt Creme, Township Solicitor, commented on next steps to be taken to consider the Petition to rezone.

Mr. Michell commented on resident feedback on the project received to date.

Mr. Baldo confirmed the Petitioner is agreeable to revising the \$8,000 per acre farmland preservation contribution so to calculate this on the entire property, approximately 43 acres.

Mr. Burton made a motion to authorize the preparation of an ordinance and the advertisement of a Public Hearing to consider a rezone of certain property at Gehman School Road and Stone Hill Road, as proposed in the petition submitted by C&B Development, LLC (RZ 2023-03). The motion was seconded by Chair Bonura.

By unanimous vote the motion was approved.

Air Methods temporary use extension – Chair Bonura made a motion to extend the Air Methods Heliport use at the Stevens Fire Company for 90 days, to April 17, 2024. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

interfund transfers, bill lists & payroll – Mr. Mitchell made a motion to approve a check payment for the General Fund Bank Account list of bills in the amount of \$47,903.85, for the week of December 28, 2023. The motion was seconded by Chair Bonura.

By unanimous vote the motion was approved.

Mr. Mitchell made a motion to approve check payment in the amount of \$39,158.66, for police personnel hero and longevity payments, dated December 27, 2023. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

NEW BUSINESS

- The Members discussed adopting a public comment policy that provides Township residents and taxpayers with public comment opportunities greater than that provided by existing public comment policy.

OLD BUSINESS

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

PUBLIC COMMENT, NON-AGENDA ITEMS

- There was no public comment at this evening's meeting.

ANNOUNCEMENTS

- Chair Bonura announced the Board of Supervisors will next meet at 7:00 PM on Thursday, January 18, at the Township Building.

ADJOURNMENT

There being no further business, at 8:17 PM Chair Bonura made a motion to adjourn the meeting. The motion was seconded by Mr. Mitchell.

By unanimous vote the motion was approved.

Respectfully Submitted:

Tommy Ryan
Township Manager

MEMO

to: Board of Supervisors

from: Tommy Ryan, Township Manager

cc:

date: December 29, 2023

re: annual appointments, schedules & establishments

Below please find information regarding annual appointments, schedules and other matters. The Members will discuss and act upon these items at the January 2 Reorganization Meeting.

I. OFFICIAL APPOINTMENTS

- a. Township Manager, Tommy Ryan
- b. Chief of Police, Steven Savage
- c. Police Commissioner, Lorenzo Bonura
- d. Public Works Director, Abraham Stick
- e. Interim Finance Director, Government Finance Solutions
- f. Recording Secretary, Lisa Kashner
- g. Right-To-Know Officer, Tommy Ryan
- h. Pension Plans Administrative Officer, Tommy Ryan
- i. Zoning Officer, Tommy Ryan
- j. Assistant Zoning Officer, Technicon Enterprises Inc. II
- k. Fire Marshal, Harvey Archey
- l. Emergency Management Coordinator, Scott Achey
- m. Deputy Emergency Management Coordinators, Donny Stover and Jason Oberholtzer
- n. Intergovernmental Group, Delegates, Daniel Burton and Dan Becker
- o. Intergovernmental Group, Alternate Delegate, Scott Carl
- p. Building Code Official, Technicon Enterprises Inc. II
- q. Engineer, Technicon Enterprises Inc. II
- r. Alternate Engineer, RETTEW
- s. Traffic Engineer, RETTEW
- t. Alternate Traffic Engineer, Dimmerling Consulting, Inc.
- u. Sewage Enforcement Officer, Technicon Enterprises Inc. II
- v. Stormwater Enforcement Officer, Technicon Enterprises Inc. II
- w. Solicitor, Nikolaus & Hohenadel, LLP
- x. Special Counsel, Eckert, Seamans, Cherin & Mellott, LLC
- y. MS4 Engineering Consultant, Land Studies
- z. PSATS Convention Delegates, Lorenzo Bonura, Jeffery Mitchell, and Daniel Burton
- aa. PSATS Convention Voting Delegate, Lorenzo Bonura
- bb. Designated users with Ephrata National Bank and Univest Bank and Trust, Lorenzo Bonura, Jeff Mitchell, Daniel Burton, and Government Finance Solutions
- cc. Designated signatories with Ephrata National Bank and Univest Bank and Trust, Lorenzo Bonura, Jeff Mitchell, Daniel Burton, and Tommy Ryan

- dd. HIPPA Compliance Officer and CDL Coordinator, Tommy Ryan
- ee. Lancaster County Tax Collection Bureau, Delegate, Tommy Ryan
- ff. Lancaster County Tax Collection Bureau, Alternate Delegate, Michael Hession

II. VOLUNTEER APPOINTMENTS

- a. Vacancy Board Chair (*one-year term expires 12/31/24*)
 - i. *Paul Keller*
- b. East Cocalico Township Authority Member, two positions (*five-year terms expire 12/31/28*)
 - i. *Richard Shober*
 - ii. *June Kinback*
- c. Zoning Hearing Board Member (*three-year term expires 12/31/26*)
 - i. Kurt Russell
- d. Zoning Hearing Board Alternate Member (*three-year term expires 12/31/26*)
 - i. [none]
- e. Planning Commission Member, two positions (*four-year terms expire 12/31/27*)
 - i. *Paul Wenger*
 - ii. *Steve Graybill*
- f. Recreation Board Member, two positions (*five-year terms expire 12/31/28*)
 - i. [none]
 - ii. [none]
- g. Recreation Board Member (*balance of vacated term expires 12/31/26*)
 - i. [none]

italics denotes incumbent

III. SCHEDULES

- a. holiday schedule (office observance dates):
 - i. Presidents' Day (February 19);
 - ii. Good Friday (March 29);
 - iii. Memorial Day (May 27);
 - iv. Independence Day (July 4);
 - v. Labor Day (September 2);
 - vi. Thanksgiving Day (November 28);
 - vii. the day after Thanksgiving (November 29);
 - viii. Christmas Eve Day (December 24, offices close at noon);
 - ix. Christmas Day (December 25); and,
 - x. New Year's Day (January 1, 2025);

- b. meeting schedule:
 - i. Board of Auditors 2024 Reorganization Meeting held January 3, 4pm;
 - ii. Board of Supervisors Meetings held on January 18, February 1 and 15, March 7 (*held at Stevens Fire Co., 91 Stevens Road*) and March 21, April 4 and 18, May 2 and 16, June 6 (*held at Reamstown Fire Co., 12 West Church Street*) and June 20, July 18, August 1 and 15, September 5 (*held at Smokestown Fire Co., 860 Smokestown Road*) and September 19, October 3 and 17, November 7 and 21, and December 5 and 19;
 - ii. Pension Board meetings held at 8:30am on January 10, April 17, July 17, and October 19;
 - iii. Planning Commission meetings held on January 22, February 26, March 25, April 22, May 20, June 24, July 22, August 26, September 23, October 28, November 25, December 23;
 - iv. Recreation Board meetings held January 9, February 13, March 12, April 9, May 14, June 11, July 9, August 13, September 10, October 8, November 12, December 10;
 - v. Zoning Hearing Board meets as advertised or announced;
 - vi. Board of Supervisors 2025 Reorganization meeting held on January 6, 2025; and,
 - vii. Unless otherwise noted above, or as later advertised or announced, all meetings held at 7PM at East Cocalico Township Municipal Building, 100 Hill Road.

IV. OTHER ESTABLISHMENTS

- a. Township depositories – Ephrata National Bank; Univest Bank and Trust
- b. vehicle reimbursement rate – IRS-approved rate for miles driven for business purposes
- c. newspaper of record – *Ephrata Review*

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

RESOLUTION 2024-05

A RESOLUTION TO AUTHORIZE DEPOSITORY PERMISSIONS

WHEREAS, controls are required to ensure the proper management and safekeeping of dollars entrusted to the care of East Cocalico Township; and,

WHEREAS, a best fiscal management practice in this regard requires the Board of Supervisors to authorize user and signatory permissions at all Township-designated depositories;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors, as follows:

- I. All depository permissions authorized by the Board of Supervisors prior to the adoption of this Resolution are hereby revoked.
- II. Designated users at all Township-authorized depositories shall be Lorenzo Bonura, Jeff Mitchell, Daniel Burton, Tommy Ryan, and Deborah Beury.
- III. Designated signatories at all Township-authorized depositories shall be Lorenzo Bonura, Jeff Mitchell, and Daniel Burton.

BE IT RESOLVED THIS 18TH DAY OF JANUARY, 2024.

FOR EAST COCALICO TOWNSHIP

BY:

Lorenzo Bonura, Chair
Board of Supervisors

ATTEST:

Daniel Burton, Jr., Secretary

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

RESOLUTION 2024-06

**A RESOLUTION TO REVISE THE PUBLIC COMMENT PERIOD POLICY
FOR MEETINGS OF THE BOARD OF SUPERVISORS**

WHEREAS, Resolution 2016-10 sets forth certain procedures for public comment provided at public meetings of the Board of Supervisors; and,

WHEREAS, these procedures include, among other requirements, a five-minute limit on public comment made by each resident or taxpayer who appears before the Board of Supervisors; and,

WHEREAS, these procedures include, among other requirements, a possible thirty-minute limit on all public comments made during one public meeting of the Board of Supervisors; and,

WHEREAS, the Board of Supervisors finds the above-noted limits to be inadequate, and now seeks to amend these procedures so to provide East Cocalico Township residents and taxpayers with a greater opportunity for public comment made at Board of Supervisors meetings;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors, as follows:

- I. Resolution 2016-10 is repealed in its entirety.
- II. Each East Cocalico Township resident and/or taxpayer who officially appears before the Board of Supervisors shall be provided an up to five-minute period per meeting to provide comment on any item on that meeting's agenda. In addition, each Cocalico Township resident and/or taxpayer shall be provided an up to five-minute period to provide comment on any matter that is not included on said agenda.
- III. The Board of Supervisors Chair shall preside over the public comment period, shall recognize individuals wishing to provide public comment, and may require an individual appearing to confirm that he or she is an East Cocalico Township resident and/or taxpayer before public comment is offered.
- IV. Persons attending the public meeting may video and/or audio record the meeting, provided they announce to meeting attendees that they intend to record the meeting in advance of the meeting's Call to Order. The Chair may designate an area in the meeting room from which recording is permitted, to ensure the recording process and/or equipment does not interfere with the meeting, or otherwise inconvenience meeting attendees.

BE IT RESOLVED THIS 18TH DAY OF JANUARY, 2024.

FOR EAST COCALICO TOWNSHIP

BY:

Lorenzo Bonura, Chair
Board of Supervisors

ATTEST:

Daniel Burton, Jr., Secretary

REINHOLDS VFW

250 Brunners Grove Road





David L. and Deborah J. Hollinger
755 White Oak Road
Denver, PA 17517
January 3, 2024

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

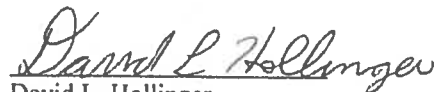
Re: David L. & Deborah Hollinger -
Plan known as Martin Tract (Hollinger)
Lot #1 (7.105 Gross Acres) now known as 900 Dogwood Drive,
East Cocalico Township, Lancaster County, PA
Tax ID No. 080-47880-0-0000
Date Last Revised: November 3, 2006
Plan Drawing No. 06-0100-03-A
Recorded at J-229-47 with the Lancaster County Recorder of Deeds


Dear Tommy:

This letter is a formal written request for the East Cocalico Township to release the unsecured Letter of Credit in connection with the Improvement Guarantee Agreement dated as of December 6, 2006, regarding the above-referenced property. We attach the relevant copies of the Improvement Guarantee Agreement and Letter of Credit for your information. The undersigned does hereby confirm and agree that any and all approvals previously granted for the development of Lot 1 on such Plan are hereby surrendered and the undersigned shall not move forward with building any of the improvements contemplated under the Plan for Lot 1. The undersigned further understands that in the event future development of Lot 1 is contemplated that we would have to start over with the land development process and formerly request new development approvals with East Cocalico Township.

We would appreciate receiving confirmation of release of the Letter of Credit after the next meeting of the Board of Supervisors. In the event that you require anything additional, please let us know.

Sincerely,


David L. Hollinger


Deborah J. Hollinger

cc: Timothy E. Shawaryn, Esquire
Mark Fitzgerald, S & T Bank (formerly Union National Bank)

Right-of-Way Grant not available at time of meeting packet publication.

Service Agreement

This agreement is made and concluded this ____ day of _____, 2024 between the Ephrata Recreation Center, 130 South Academy Drive, Ephrata, PA 17522 (hereinafter referred to as "SERVICE PROVIDER" and East Cocalico Township, 100 Hill Rd, Denver, PA 17517 (hereinafter referred to as "SERVICE RECEIVER").

Now, therefore hereby acknowledged, the SERVICE PROVIDER and SERVICE RECEIVER mutually agree as follows:

1. ENGAGEMENT - SERVICE RECEIVER hereby engages SERVICE PROVIDER and SERVICE PROVIDER accepts engagement to provide SERVICE RECEIVER the following services:

See attachment "A"

SERVICE RECEIVER accepts engagement to provide SERVICE PROVIDER the following services;

See attachment "B"

2. TERM - SERVICE PROVIDER shall provide services to the SERVICE RECEIVER pursuant to this agreement for a term commencing May 25, 2024 and ending September 2, 2024 with the following daily hours:

12:30 p.m. to 8 p.m. Sunday to Saturday

note: pool will not be open days Cocalico Schools are in session.

3. PAYMENT - SERVICE RECEIVER shall pay SERVICE PROVIDER **\$778 PER DIEM** for services performed pursuant to this agreement as per "Attachment A" for days the pool is open for more than 4 hours. If the pool is open 4 hours or less the SERVICE RECEIVER shall pay the SERVICE PROVIDER **\$438 PER DIEM** for services performed pursuant to this agreement as per "Attachment A". The SERVICE RECEIVER will be invoiced bi-weekly and payment shall be due upon presentation of each invoice. Unpaid invoices over 30 days will be assessed 1.5% interest per month. Note: there will be no charge for days the pool does not open.

4. TERMINATION, SUSPENSION OR ABANDONMENT

(a) **TERMINATION FOR CAUSE:** this agreement may be terminated by either upon not less than 30 days written notice should the other party fail to perform in accordance with the terms of this agreement through no fault of the party initiating the agreement. Failure of the SERVICE RECEIVER to make payments to the SERVICE PROVIDER in accordance with this agreement shall be considered substantial nonperformance and cause for termination by SERVICE PROVIDER.

(b) **ABANDONMENT OF PROJECT:** This agreement may be terminated by the SERVICE RECEIVER upon not less than fourteen (14) days written notice to SERVICE PROVIDER in the event that the project is permanently abandoned. If the Project is suspended or abandoned by the SERVICE RECEIVER for more than thirty (30) consecutive days, SERVICE PROVIDER may terminate this Agreement by giving written notice to the SERVICE RECEIVER, and in connection therewith, SERVICE PROVIDER shall be compensated for SERVICES performed prior to such termination.

(c) **TERMINATION OR SUSPENSION OF AGREEMENT BY SERVICE PROVIDER:** If SERVICE RECEIVER fails to make payments to SERVICE PROVIDER, SERVICE PROVIDER may, upon fourteen (14) days' written notice to the SERVICE RECEIVER, suspend performance of services under this Agreement. Unless payment in full is received by SERVICE PROVIDER within seven (7) days of the date of the notice, SERVICE PROVIDER shall be entitled either to terminate this Agreement or to suspend performance of services, either of which shall take effect without further notice. In the event of termination or suspension of services, SERVICE PROVIDER will have no liability to the SERVICE RECEIVER for delay or damage caused the SERVICE RECEIVER because of termination or suspension of service. In the event of termination pursuant to this Agreement, SERVICE PROVIDER shall be compensated for all services under this Agreement performed and incurred prior to such termination. In the event of suspension of services by SERVICE PROVIDER pursuant to this Agreement, upon resumption of services, if applicable, SERVICE PROVIDERS' compensation shall be equitably adjusted to account for any changes in market conditions and SERVICE PROVIDER shall be compensated for its costs and expenses incurred in connection with the suspension and resumption of the specified services.

5. **RELEASE, INDEMNITY, AND HOLD HARMLESS.** SERVICE PROVIDER releases, discharges, and agrees not to sue SERVICE RECEIVER with respect to any liability for any and all loss or damage, any claims or demands therefor, on account of injury to persons or properties, arising out of or related to the subject of this Agreement. SERVICE PROVIDER agrees to indemnify and save and hold harmless the SERVICE RECEIVER from any loss, liability, damage or cost SERVICE RECEIVER may incur, including attorney's fees, as a result of actions of SERVICE PROVIDER relating to the subject of this Agreement.

6. **SITES.** This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.

7. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

8. **MODIFICATION AND WAIVER.** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature. The failure of any party to meet their obligations under any one or more of the paragraphs herein, with the exception of the satisfaction of the conditions precedent, shall in no way avoid or alter the remaining obligations of the parties.

Attachment "A"

SERVICE PROVIDER accepts engagement to provide to SERVICE RECEIVER the following services:

SERVICE PROVIDER shall hire, train and schedule qualified pool managers, lifeguards and ticket office staff to insure proper management of daily pool operations. The SERVICE PROVIDER shall employ all pool operation employees who meet all Commonwealth of Pennsylvania Department of Health regulations. The SERVICE PROVIDER shall render the SERVICE RECEIVER copies of the Pennsylvania Recreation and Park's Society's Pool Manager Certification.

SERVICE PROVIDER shall conduct daily operation, such as, but not limited to:

- enforcing pool rules
- accounting of daily attendance
- collecting, recording and depositing daily receipts
- conducting daily custodial service of locker rooms and pool deck and policing of grounds
- testing water
- conducting special events (4 per season)

SERVICE PROVIDER shall provide pre-season and in-season staff training and emergency drills.

SERVICE PROVIDER shall order pre-approved uniforms.

SERVICE PROVIDER shall provide a list of pool management staff prior to opening for ECT approval.

SERVICE PROVIDER shall cause SERVICE RECEIVER to be an additionally insured on a commercial general liability policy FOR UP TO \$1,000,000.00, pursuant to a CG 2010 11-85 Form BB endorsement or equivalent. SERVICE PROVIDER shall furnish SERVICE RECEIVER a certificate of memorandum of insurance or the web address where such information is contained, evidencing that the insurance required to be carried by such policy is in full force and effect. The insurance provider shall provide that an act or omission of SERVICE PROVIDER which would void or otherwise reduce coverage shall not reduce or void the coverage as to SERVICE RECEIVER and shall provide that the policy shall not be cancelled or allowed to expire without at least 30 days prior to written notice by the insurer to the SERVICE RECEIVER.

Attachment "B"

SERVICE RECEIVER accepts engagement to provide to SERVICE PROVIDER the following services:

SERVICE RECEIVER shall provide a safe and well maintained pool area.

SERVICE RECIEVER shall sell season membership passes.

SERVICE RECEIVER shall mow lawn, vacuum pool and conduct all maintenance and repair.

SERVICE RECEIVER shall compensate SERVICE PROVIDER for lifeguard suits and staff shirts not to exceed \$900

SERVICE RECEIVER shall provide all chemicals and supplies, including locker room and deck cleaning supplies, to keep the pool functioning according to Department of Health standards.

SERVICE RECEIVER shall compensate SERVICE PROVIDER for the first 10 days of operation lost due to mechanical or structural pool closure

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written. This Agreement is executed in duplicate, and in counterparts, and SERVICE PROVIDER and SERVICE RECEIVER, as parties hereto, acknowledge the receipt of a duly executed copy hereof, and acknowledge that each copy shall constitute an original.

Date: _____ (SEAL)

EPHRATA RECREATION CENTER, INC.

Date: _____ (SEAL)

EAST COCALICO TOWNSHIP

**2024 EAST COCALICO TOWNSHIP
REAMSTOWN COMMUNITY POOL SNACK BAR
OPERATING AGREEMENT**

This Agreement, dated January 18, 2024, between East Cocalico Township, 100 Hill Road, Denver, PA, ("Township") and Kim Porter ("Contractor"), for the operation of the Reamstown Community Pool snack bar for the 2024 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 engages Contractor, and Contractor accepts engagement, to operate the snack bar. This Agreement shall commence on May 25, 2024 and shall end on September 2, 2024. Contractor agrees to staff and operate snack bar on a daily basis when the facility to open to the general public, absent certain exceptions as specified herein.
- 2) Snack bar shall remain open from 12:30 p.m. to 8:00 p.m. on Sunday through Saturday. Additionally, snack bar may remain open to 10:00 p.m. on days when Night Swims are held at pool.
- 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 the 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.
- 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, 2024. 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.
- 16) 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).
- 17) 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 date the pool closes for the season.

- 18) The Township shall authorize Contractor to use Township's snack bar equipment, including the snack bar building, a freezer, a refrigerator, microwave, snow cone machine, grill, fryer, and storage space.
- 19) 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.
- 20) This Agreement constitutes the entire Agreement between the parties.
- 21) The date of execution of this Agreement shall be defined as the date on which it is executed by the parties, as if they have each executed the Agreement on the same date.

IN WITNESS HEREOF, the parties hereto have set their hands the day and year first written below. This Agreement is executed in duplicate, and in counterparts, and the Township and the 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

2023 Monthly Report

[illegible]

East Cocalico Twp. Total Calls																					
Non-Reportable Crash	16	16	10	16	13	19	16	10	12	17	14	17	176								
Reportable Crash	7	18	11	11	10	20	9	8	11	16	15	17	153								
Fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0								
Traffic Citations	40	41	55	83	46	45	32	36	23	38	29	20	488								
Traffic Warnings	81	91	104	62	59	69	78	72	28	31	8	39	722								
Parking Tickets	0	0	0	0	1	1	0	3	0	0	0	0	5								
DUI - On View Arrests	3	3	2	5	10	5	1	5	0	3	1	3	41								
DUI - Accidents	1	2	1	1	1	0	3	1	3	1	0	3	17								
Total Arrests	16	17	10	9	20	13	9	14	7	11	7	10	143								
Total Calls of Service ECT	516	544	637	574	590	586	582	672	517	564	442	541	6765								

[illegible]

Finance Report not available at time of meeting packet publication.

Public Works Department Report

December 2023

1. Road/Bridge Maintenance

- a. Cleaned streets and drains as needed
- b. Sign maintenance, clean straighten and replace as need
- c. Cleaned bridge decks and undersides as needed
- d. Inspected cross pipes
- e. Road side boom mowing
- f. Road sealing
- g. Inspecting trench restoration in Meadowbrook
- h. Inspecting blue ridge trench restoration
- i. Fixed 3 spots on Denver road for proper drainage and water not coming out on the road

2. Parks/Reamstown pool

- a. Blow off skate park and walking trail as needed
- b. Cleaned up sticks and debris at parks as needed
- c. Emptied garbage cans throughout parks weekly
- d. Playground inspections and maintenance
- e. Pool closed
- f. Installed new shower heads, valves and piping
- g. Pumped excess water down out of pool

3. Equipment/vehicle maintenance

- a. Washed trucks and equipment weekly
- b. Run all equip, that hasn't been used in the past 2 weeks
- c. Worked on crack sealer

4. Miscellaneous

- a. Cleaned shop and bathroom weekly
- b. Posted Zoning hearing signage
- c. Continue responding/marking PA one calls
- d. Installing insulation at highway dep.
- e. Milled/graded area at police station to be paved



TECHNICON

Enterprises Inc., II

200 Bethlehem Drive
Suite 201
Morgantown, PA 19543

Tel. (610) 286-1622

Fax (610) 286-1679

December 22, 2024

East Cocalico Township
100 Hill Road
Denver, PA 17517

RE: Building and Zoning
Inspectors Report
December 2023

Dear Board Members:

The following Building Inspector and Zoning Officer activities were conducted in East Cocalico Township during the month of December 2023.

Building Permits Issued

23-327B	Heck Residential	Mohns Hill Rd. lot 1	New home
23-330B	Daniel Burkholder	895 W. Swartzville Rd.	2 egress windows
23-332MEP	Howard Null	605 Mohns Hill Rd.	Generator
23-317B	Derrick Good	456 Hill Rd.	Accessory bldg.
23-336B	Justin Hill	25 Heatherwood Ln.	Deck

Driveway Permits Issued

None

Building Inspections Conducted

22-177	Carrie & Chris Iosca	270 Black Horse Rd.	Final mechanical
23-038	Sunview Partners	33 Coastal Ave., lot 17	Final
23-093	Wright-Ebersole	2152 N. Reading Rd.	Footer, electric rough
23-134	Heck Construction	10 Brunners Grove Rd.	Final
23-139	Sunview Partners	38 Pacific Blvd., lot 35	Wallboard
23-140	Sunview Partners	36 Pacific Blvd., lot 36	Electric service
23-141	Sunview Partners	34 Pacific Blvd., lot 37	Electric service, frame, rough electric, plumbing & mechanical
23-177	Jeffrey Wenger	41 Pacific Blvd., lot 75	Final
23-178	Jeffrey Wenger	43 Pacific Blvd., lot 76	Final
23-179	Jeffrey Wenger	24 Anchor Ave., lot 80	Electric service frame, rough electric, plumbing & mechanical



23-180	Jeffrey Wenger	22 Anchor Ave., lot 81	Electric service, frame, rough electric, plumbing & mechanical
23-198	Jeffrey Wenger	29 Coastal Ave.	Final
23-235	Zimmerman Home Bldrs.	8 Anchor Ave., lot 88	Frame, rough electric, plumbing & mechanical, wallboard
23-236	Zimmerman Home Bldrs.	6 Anchor Ave., lot 89	Frame, rough electric, plumbing & mechanical, wallboard
23-248	Robert Simpson	6 N. Horseshoe Dr.	Electric service, rough Plumbing
23-251	Randy Leid	38 Bill Dr.	Final
23-253	Greg & Brianna Downing	17 Lee Dr.	Footer
23-272	Robert Waltz & Linda Kohl	420 Nature Dr.	Electric service
23-278	Landmark Builders Inc.	6 Lamplight Dr., lot 10	Frame, rough electric plumbing & mechanical
23-280	Jerry Zeiset	1339 Red Run Rd.	Final
23-282	Luke Martin	504 Reinholds	Final electric
23-284	Landmark Bldrs.	19 Lee Dr.	Frame, rough electric, plumbing & mechanical
23-286	Goshert & Perrotti	1911 Kramer Mill Rd.	Foundation
23-287	Melvin & Deb Schmeck	197 E. Church St.	Final
23-293	Donnie Ernst	6 Keith Ct.	Frame, rough electric & Plumbing
23-294	Bobbie Walsh	7 Whitetail Dr.	Underslab plumbing, rough electric
23-298	Reinholds Property	260 S. Muddy Creek Rd.	Final
23-299	Auker Home Improvements	5 Marlin Dr.	Final
23-304	Goshert & Perrotti	1911 Kramer Mill Rd.	Foundation
23-319	Jeffrey Wenger	26 Pacific Blvd., lot 41	Footer, foundation
23-320	Jeffrey Wenger	24 Pacific Blvd., lot 42	Footer, foundation
23-322	Brandley Sweigart	707 W. Swartzville Rd.	Footer

Zoning Permit Final Inspections Completed

None



Zoning/Building Issues

1. Responded to numerous inquiries and requests for information from Township residents, contractors and realtors pertaining to building code.

Respectfully submitted,

Josephine Brown

for: Josephine Brown
Technicon Enterprises, Inc., II
East Cocalico Township
Code Enforcement Officer

cc: TEIfile/East Cocalico/monthly building and zoning report

Zoning Report

December 2023

Zoning Hearing Board

- The Planning Commission did not meet in December.

Zoning Permits

- Five zoning permits issued.



TECHNICON

Enterprises Inc., II

200 Bethlehem Drive
Suite 201
Morgantown, PA 19543

Tel. (610) 286-1622

Fax (610) 286-1679

December 27, 2023

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

RE: S.E.O. Report
December 2023

Dear Board Members:

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

Septic System Permits Issued

James Blickle 395 Mohns Hill Road
Permit issued for the installation of an inground trench septic system.

Septic Systems Being Installed

Butch Long 1683 Kramer Mill Road
Modification of the existing system continues.

Dutch Cousin Campground Hill Road
Installation of the new septic system continues.

Final Inspections Conducted

None

Soil Testing

None

Malfunction Investigation

Our office investigated a possible malfunction at 456 Smokestown Road after receiving the pumping inspection report from the Township. The report stated that the septic tank had missing baffles and may have cracked. After speaking with the property owner, he is going to have the entire system inspected. I asked him to please provide our office with a copy of the report. I will continue to update the Township regarding this matter.



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

cc: TEIfile/SEO/E.Cocalico/General/Monthly SEO report