

**EAST COCALICO TOWNSHIP BOARD OF SUPERVISORS  
TOWNSHIP BUILDING  
100 HILL ROAD, DENVER, PA  
THURSDAY, NOVEMBER 2, 2023, 7:00 PM**

**CALL TO ORDER** by Chair Bonura at 7:00 PM

**ATTENDANCE**

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

**ANNOUNCEMENTS**

- Chair Bonura announced the Board of Supervisors met in Executive Session earlier on this day, Thursday, November 2, 2023, to discuss a personnel matter, in specific a proposed Police Officer hire.
- Chair Bonura commented on a meeting minute revision discussed at a previous meeting.

**MEETING MINUTES**

Chair Bonura made a motion to approve the October 19, 2023 Meeting minutes, as presented. The motion was seconded by Mr. Mitchell.

There was no public comment.

By unanimous vote the motion was approved.

**DISCUSSIONS & PRESENTATIONS**

- There were no presentations made at this evening's meeting.

**ACTION ITEMS**

Police Officer conditional hire – Chief Savage commented on a proposed Police Officer hire.

Chair Bonura made a motion to approve a conditional offer of employment for a full-time Police Officer. The motion was seconded by Mr. Mitchell.

There was no public comment.

By unanimous vote the motion was approved.

interfund transfers, bill lists & payroll – Mr. Mitchell made a motion to approve the check payments for the General Fund Bank Account list of bills in the amount of \$85,087.83, for the week of October 26, 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 \$14,040.81, for the week of November 2, 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 Hydrant Fund Bank Account list of bills in the amount of \$16,425.00, for the week of October 26, 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 \$85,267.93, for the pay period from October 8, 2023 to October 21, 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 \$8,236.53, for Payroll Tax Returns for 3rd Quarter 2023. The motion was seconded by Chair Bonura.

There was no public comment.

By unanimous vote the motion was approved.

## **INFORMATIONAL ITEMS**

- There were no informational items noted at this evening's meeting.

## **NEW BUSINESS**

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

## **OLD BUSINESS**

fire company apparatus insurance – Mr. Mitchell noted the Township had received apparatus insurance policy information from the Reamstown Fire Company and from the Smokestown Fire Company.

Chair Bonura made a motion to remove all fire company apparatus from the Township insurance policy as of 12:00am on January 1, 2024. The motion was seconded by Mr. Mitchell.

Mr. Carrasco commented on the underwriting process and on the time required to prepare an insurance policy. Chair Bonura commented on liability placed on Township residents.

The motion was approved 2-1, with Mr. Carrasco voting no.

## **PUBLIC COMMENT**

- Paul Keller, Stevens Fire Company, commented on services provided by the heliport at the Stevens Fire Company. Tommy Ryan, Township Manager, commented on heliport land development plan status.

## **ANNOUNCEMENTS**

- Chair Bonura announced a Budget Workshop will be held at 7:00 PM on Tuesday, November 7, at the Township Building.
- Chair Bonura announced a Budget Workshop will be held at 7:00 PM on Thursday, November 9, at the Township Building.
- Chair Bonura announced the Board of Supervisors will next meet at 7:00 PM on Thursday, November 16, at the Township Building.

## **ADJOURNMENT**

There being no further business, at 7:23 PM Chair Bonura made a motion to adjourn the meeting. The motion was seconded by Mr. Mitchell.

There was no public comment.

By unanimous vote the motion was approved.

Respectfully Submitted:

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Tommy Ryan  
Township Manager



**EAST COCALICO TOWNSHIP 2024 BUDGET WORKSHOP  
TOWNSHIP BUILDING  
100 HILL ROAD, DENVER, PA  
TUESDAY, NOVEMBER 7, 2023, 7:00 PM**

**CALL TO ORDER** by Chair Bonura at 7:02 PM

**ATTENDANCE**

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

**ANNOUNCEMENTS**

- There were no announcements made at this evening's meeting.

**MEETING MINUTES**

Chair Bonura made a motion to approve the November 2, 2023 Budget Workshop minutes. The motion was seconded by Mr. Mitchell.

There was no additional public comment.

By unanimous vote the motion was approved.

**DISCUSSIONS & PRESENTATIONS**

2024 Budget – Tommy Ryan, Township Manager, reviewed budgeted receipts and expenditures for the Capital Reserve Fund, Traffic Impact Fund, State Fund, and ARPA Fund.

Steve Savage, Chief of Police, reviewed budgeted General Fund expenditures for the Police Department revised subsequent to the November 2 Budget Workshop.

Member comments included:

1. Recreation Fund transfers;
2. Act 172 tax credit;
3. Assistant Township Manager position;
4. Reinholds Ambulance contribution;
5. new resident packet;
6. Fire Company merger assistance;
7. 2024 Road Program;
8. Street Light Fund assessment and street light improvements;
9. Hydrant Fund assessment;
10. capital expenditure budgeting;

11. Reamstown Pool staffing; and,
12. real estate tax millage.

## **PUBLIC COMMENT**

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

## **ANNOUNCEMENTS**

- Chair Bonura announced the November 9 Budget Workshop is canceled.
- Chair Bonura announced the Board of Supervisors will next meet at 7:00 PM on Thursday, November 16, at the Township Building.

## **ADJOURNMENT**

There being no further business, at 8:55 PM Chair Bonura made a motion to adjourn the meeting. The motion was seconded by Mr. Mitchell.

There was no public comment.

By unanimous vote the motion was approved.

Respectfully Submitted:

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Tommy Ryan  
Township Manager

**2023-06 - Local Services Tax collector**

10/6/23	confirm court reporter	TR
10/6/23	send draft schedule, ordinance, and legal ad to MC	TR
10/12/23	MC approves schedule, ordinance, and legal ad	MC
10/13/23	legal ad submitted to newspaper	TR
10/20/23	ordinance & Public Notice posted to website	LK
10/13/23	ordinance & Public Notice placed in lobby	LK
10/13/23	ordinance sent to newspaper, LC Law Library	TR
10/30/23	legal ad #1 published, confirm	TR
11/16/23	BoS Hearing	
11/17/23	send to General Code via ezSupp	TR
11/17/23	send PDF to MC, LCTCB, DCED	TR
11/17/23	update ordinance list	LK
11/17/23	update ordinance book	LK





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

**ORDINANCE 2023-06**

**AN ORDINANCE OF THE TOWNSHIP OF EAST COCALICO  
TO DESIGNATE THE COLLECTOR OF THE LOCAL SERVICES TAX**

**WHEREAS**, pursuant to the authority of Act 511 of 1965, as amended, known as the Local Tax Enabling Act, 53 P.S. § 6924.101 et seq, the Board of Supervisors ("Board") designates the person or entity responsible to collect and administer the Local Services Tax; and,

**WHEREAS**, the Township of East Cocalico ("Township") assessed the expense to collect the Local Services Tax, and that needed to ensure the tax is properly administered and correctly levied; and,

**WHEREAS**, the Board has determined the Lancaster County Tax Collection Bureau is most qualified and able collect and administer the Local Services Tax on behalf of the Township;

**NOW, THEREFORE**, be it ordained and enacted as follows:

**SECTION I**

A. The Code of the Township of East Cocalico, Chapter 199, Taxation, Article 1, shall be amended to include the following:

**§199-8.1 Collector**

The Lancaster County Tax Collection Bureau shall serve as collector of the tax effective January 1, 2024.

B. The Township Solicitor is authorized to execute any agreements, and to provide any approvals, required to effectuate this designation.

**SECTION II**

A. In the event that any section, subsection or portion of this Ordinance shall be declared by any competent court to be invalid for any reason, such decision shall not be deemed to affect the validity of any other section, subsection or portion of this Ordinance. The invalidity of section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance, which can be given effect without such invalid part or parts. It is hereby declared to be the intention of the Township that this Ordinance would have been adopted had such invalid section, clause, sentence, or provision not been included therein.

B. To the extent this Ordinance is inconsistent with the Code of the Township of East Cocalico, the provisions of this Ordinance shall take precedence. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

C. The failure of the Township to enforce any provision of this ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

D. This Ordinance shall become effective immediately upon enactment.

**ENACTED AND ORDAINED** by the Supervisors of East Cocalico Township, Lancaster County, Pennsylvania on this 16<sup>th</sup> day of November, 2023.

**FOR EAST COCALICO TOWNSHIP**

By: \_\_\_\_\_  
Lorenzo Bonura, Chair  
Board of Supervisors

Attest: \_\_\_\_\_  
Romao Carrasco, Secretary

DRAFT

**2023-07 - amend LERTA**

10/6/23	confirm court reporter	TR
10/6/23	send draft schedule, ordinance, and legal ad to MC	TR
10/12/23	MC approves schedule, ordinance, and legal ad	MC
10/13/23	legal ad submitted to newspaper	TR
10/20/23	ordinance & Public Notice posted to website	LK
10/13/23	ordinance & Public Notice placed in lobby	LK
10/13/23	ordinance sent to newspaper, LC Law Library	TR
10/23/23	PC review	TR
10/30/23	legal ad #1 published, confirm	TR
11/16/23	BoS Hearing	
11/17/23	send to General Code via ezSupp	TR
11/17/23	send PDF to MC, LCTCB, DCED	TR
11/17/23	update ordinance list	LK
11/17/23	update ordinance book	LK



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

**ORDINANCE 2023-07**

**AN ORDINANCE OF THE TOWNSHIP OF EAST COCALICO TO  
AMEND THE LOCAL ECONOMIC REVITALIZATION TAX ASSISTANCE ACT**

**WHEREAS**, from time to time, revisions to the Code of the Township of East Cocalico are required so to aid the Township in its planning efforts and to advance the overall public health, safety, and welfare of the community;

**NOW, THEREFORE**, the Board of Supervisors of East Cocalico Township, Lancaster County, Pennsylvania, hereby ordains and enacts as follows:

**SECTION I**

- A. The Code of the Township of East Cocalico, Chapter 199, Article IV, Local Economic Revitalization Tax Assistance Act District, §199-42, shall be revised as follows:

The Township hereby designates the area within the following boundaries as "Deteriorated Area" determined within the meaning of the Act, and one in which the Local Taxing Authorities may grant a tax exemption pursuant to the provisions of the Act: All industrial properties, commercial and other business properties within the General Commercial and Planned Commercial Zoning Districts of the Township.

- A. The amount to be exempted from the real estate taxes shall be limited to that portion of the additional assessment attributable to the actual cost of new construction or improvements to deteriorated property in accordance with the exemption schedule established by this article.
- B. The exemption from real estate taxes shall be limited to that improvement for which an exemption has been requested in the manner set forth in this article and for which a separate assessment has been made by the Lancaster County Board of Assessment Appeals.

**SECTION II**

- A. In the event that any section, subsection or portion of this Ordinance shall be declared by any competent court to be invalid for any reason, such decision shall not be deemed to affect the validity of any other section, subsection or portion of this Ordinance. The invalidity of section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance, which can be given effect without such invalid part or parts. It is hereby declared to be the intention of the Township that this Ordinance would have been adopted had such invalid section, clause, sentence, or provision not been included therein.
- B. To the extent this Ordinance is inconsistent with the Code of the Township of East Cocalico, the provisions of this Ordinance shall take precedence. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

- C. The failure of the Township to enforce any provision of this ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.
- D. This Ordinance shall become effective immediately upon enactment.

**ENACTED AND ORDAINED** by the Supervisors of East Cocalico Township, Lancaster County, Pennsylvania on this 16<sup>th</sup> day of November, 2023.

**FOR EAST COCALICO TOWNSHIP**

By: \_\_\_\_\_  
Lorenzo Bonura, Chair  
Board of Supervisors

Attest: \_\_\_\_\_  
Romao Carrasco, Secretary

DRAFT

**2023-08 - repeal LERTA**

10/6/23	confirm court reporter	TR
10/6/23	send draft schedule, ordinance, and legal ad to MC	TR
10/12/23	MC approves schedule, ordinance, and legal ad	MC
10/13/23	legal ad submitted to newspaper	TR
10/20/23	ordinance & Public Notice posted to website	LK
10/13/23	ordinance & Public Notice placed in lobby	LK
10/13/23	ordinance sent to newspaper, LC Law Library	TR
10/23/23	PC review	TR
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11/16/23	BoS Hearing	
11/17/23	send to General Code via ezSupp	TR
11/17/23	send PDF to MC, LCTCB, DCED	TR
11/17/23	update ordinance list	LK
11/17/23	update ordinance book	LK





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

**ORDINANCE 2023-08**

**AN ORDINANCE OF THE TOWNSHIP OF EAST COCALICO TO REPEAL  
THE LOCAL ECONOMIC REVITALIZATION TAX ASSISTANCE ACT**

**WHEREAS**, from time to time, revisions to the Code of the Township of East Cocalico are required so to aid the Township in its planning efforts and to advance the overall public health, safety, and welfare of the community;

**NOW, THEREFORE**, the Board of Supervisors of East Cocalico Township, Lancaster County, Pennsylvania, hereby ordains and enacts as follows:

**SECTION I**

- A. The Code of the Township of East Cocalico, Chapter 199, Article IV, Local Economic Revitalization Tax Assistance Act District, is repealed and is deleted in its entirety.

**SECTION II**

- A. In the event that any section, subsection or portion of this Ordinance shall be declared by any competent court to be invalid for any reason, such decision shall not be deemed to affect the validity of any other section, subsection or portion of this Ordinance. The invalidity of section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance, which can be given effect without such invalid part or parts. It is hereby declared to be the intention of the Township that this Ordinance would have been adopted had such invalid section, clause, sentence, or provision not been included therein.
- B. To the extent this Ordinance is inconsistent with the Code of the Township of East Cocalico, the provisions of this Ordinance shall take precedence. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.
- C. The failure of the Township to enforce any provision of this ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.
- D. This Ordinance shall become effective immediately upon enactment.

**ENACTED AND ORDAINED** by the Supervisors of East Cocalico Township, Lancaster County, Pennsylvania on this 16<sup>th</sup> day of November, 2023.

**FOR EAST COCALICO TOWNSHIP**

By: \_\_\_\_\_  
Lorenzo Bonura, Chair  
Board of Supervisors

Attest: \_\_\_\_\_  
Romao Carrasco, Secretary

DRAFT

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

**RESOLUTION 2023-13**

**A RESOLUTION TO GRANT APPROVAL OF PRELIMINARY/FINAL LAND DEVELOPMENT  
PLAN FOR ROECHLING MEDICAL LANCASTER EXPANSION**

**WHEREAS**, Roechling Medical Lancaster, 44 Denver Road, Denver, PA 17517, PA (hereinafter referred to as "Applicant") has submitted a Preliminary/Final Land Development Plan and has requested approval of a Preliminary/Final Plan for Roechling Medical Lancaster Expansion. Precision Medical Products, LLC is the owner of the Property located at 44 Denver Road, Denver, East Cocalico Township, Lancaster County, Pennsylvania 17517, located in the Light industrial Zoning District, Parcel No. 080-51137-0-0000, as described in a Deed recorded in the Office of the Recorder of Deeds for Lancaster County at Instrument No. 6399282.

**WHEREAS**, Applicant proposes improvements to the Property consisting of an approximate 56,600 SF addition to an existing medical products manufacturing facility

**WHEREAS**, on October 23, 2023, the Planning Commission of East Cocalico Township recommended conditional approval of the preliminary/final plan subject to the conditions listed below.

**WHEREAS**, the Preliminary/Final Plan for the proposed expansion, prepared by Derck & Edson, dated December 15, 2022, last revised February 16, 2023, Sheets 1 to 23, is now in a form suitable for Approval of the Plan by the East Cocalico Board of Supervisors, subject to certain conditions.

**NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, IT IS HEREBY RESOLVED** by the Board of Supervisors of East Cocalico Township, as follows:

1. **Approval of Plan.** The Preliminary/Final Plan ("Plan") prepared by Derck & Edson, as described above, is hereby approved, subject to the conditions set forth below.
2. **Conditions of Approval.** The approval of the Plan is subject to strict compliance with the following conditions:
  - A. Execution of a Developer's Agreement between the Township and Applicant and recording of the same prior to release of the Plans for recording.
  - B. All escrows required by the Township posted prior to release of the Plans for recording.
  - C. Execution of Improvement Guarantee/Stormwater Management Easement Agreement and posting of all required financial security in amount to be determined and stated in letter from Technicon Enterprises Inc. ll prior to release of Plans for recording.
  - D. Payment in full of any outstanding fees owed to the Township prior to release of the Plans for recording.

- E. Applicant is required to record the approved Plans, at its cost, and return three copies of the same, together with one electronic copy, to the Township within seven (7) days of the date or recording.
  - F. Receipt of all approvals required from any other agencies and departments.
  - G. Applicant is to address all outstanding items contained in the Township Engineer's review letter dated October 12, 2023.
  - H. Applicant is to address all outstanding items contained in the Rettew Associates review letter dated September 1, 2023.
  - I. Applicant is to address all outstanding items in the CDM Smith review letter dated July 25, 2023.
  - J. Applicant is to secure issuance of an NPDES permit by PADEP prior to plan recordation.
  - K. Applicant to obtain issuance of an E&S adequacy letter by LCCD prior to plan recordation.
  - L. Applicant is to secure Met-Ed approval of proposed grading and construction within the easement, prior to plan recordation.
  - M. Applicant to pay a fee in lieu of open space, prior to plan recordation, said fee to be calculated pursuant to the Township Code and the amount to be confirmed by the Township Engineer.
  - N. Applicant to pay a traffic impact fee in the amount of \$48,224.00 at the time of building permit submission.
  - O. All costs incurred by Applicant to comply with the terms of Plan approval shall be the responsibility of Applicant.
3. **Waivers.** The East Cocalico Township Board of Supervisors hereby confirms the following waivers from the provisions of the Township Subdivision and Land Development Ordinance:
- A. §§185-14.C(11), 185-33, and 194-14.D(6) & E(3)(e) to allow a blanket easement to be utilized for the project for access to the stormwater management facilities.
  - B. §185-23.A(2)(c) to utilize a modified loading ratio for the design of the stormwater management facilities.
  - C. §185-24.B to utilize a modified peak flow rate criteria for the 50 and 100 year storm events based on the original 2002 land development plan for the design of the stormwater management facilities.
  - D. §194-9 to allow the plan to proceed as a Final Plan instead of both Preliminary and Final Plan submissions.

- E. §194-14.A(1) to allow the scales being utilized on the proposed plans.
  - F. §194-14.A(3) to allow a larger plan sheet size for the proposed plan set.
  - G. 194-14.C(4) from providing all existing features to be shown within 200 feet of the subject property.
  - H. §194-14.E(6) from providing confirmation that the project does not involve lands identified with any Pennsylvania Historical & Museum Commission (PHMC) sites of archaeological significance.
  - I. §194-14.E(8) from providing a steep slope report involving construction on lands that possess slopes exceeding 20%. No natural steep slopes are being disturbed with the proposal.
  - J. §194-30.R for designing required over-sized parking spaces in a drive-thru style.
  - K. Deferral from §194-32.G for upgrading the existing sidewalk along Denver Road to current ADA ramp standards.
  - L. §194-33.E(1) to provide 18" vertical curb constructed to PADOT standards, in lieu of the 22" vertical curb identified in the SALDO.
4. **Acceptance.** The conditions set forth in paragraph 2 above shall be accepted by the Applicant, in writing, within ten (10) days from the date of receipt of this Resolution.
5. **Effective Date.** This Resolution shall become effective on the date upon which the Conditions are accepted by the Applicant in writing.

**BE IT FURTHER RESOLVED** that the Plan as identified herein shall be considered to have received Final Approval once staff appointed by the East Cocalico Township Board of Supervisors determines that any and all conditions attached to said approval have been resolved to the satisfaction of Township staff and appropriate Township officials have signed said Plans and submitted them for recording with the Lancaster County Recorder of Deeds. Applicant shall provide the Township with executed Final Plans, record plans, development agreements, easements, and other associated documentation, according to Township procedures. Any changes to the approved Plan will require the submission of an amended plan for land development review by all Township review parties.

**BE IT RESOLVED THIS 16<sup>TH</sup> DAY OF NOVEMBER, 2023.**

**FOR EAST COCALICO TOWNSHIP**

BY: \_\_\_\_\_  
Lorenzo Bonura, Chair  
Board of Supervisors

ATTEST: \_\_\_\_\_  
Romao Carrasco, Secretary

**ACCEPTANCE**

The undersigned states that he is authorized to execute this Acceptance on behalf of the Applicant and owner of the property which is the subject matter of this Resolution, that he has reviewed the Conditions imposed by the Board of Supervisor in the foregoing Resolution and that he accepts the Conditions and agrees to be bound thereto. This Acceptance is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.

ROEHLING MEDICAL LANCASTER

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**RESOLUTION 2023-14**

**A RESOLUTION TO GRANT APPROVAL OF PRELIMINARY/FINAL  
LAND DEVELOPMENT PLAN FOR 935 STONE HILL ROAD**

**WHEREAS**, Sweetwater Propane, Inc., 51 Long Avenue, Ephrata, PA (“Applicant”) has submitted a Preliminary/Final Plan to East Cocalico Township and has requested Preliminary/Final Plan Approval for Improvements. Grant H. Wise is the owner of the Property located at 935 Stone Hill Road, Denver, East Cocalico Township, Lancaster County, Pennsylvania 17517, located in the Light Industrial Zoning District, Parcel No. 080-99136-0-0000, as described in a Deed recorded in the Office of the Recorder of Deeds for Lancaster County at Instrument No. 5886221; and,

**WHEREAS**, Applicant proposes improvements to the Property consisting of locating a propane storage and office use on an approximate 0.9 acre portion of a 4.8 acre property currently improved with a garage and office use; and,

**WHEREAS**, on October 23, 2023, the Planning Commission of East Cocalico Township recommended conditional approval of the preliminary/final plan subject to certain conditions; and,

**WHEREAS**, the Preliminary/Final Plan for the proposed improvements, prepared by C2C Design Group, dated July 28, 2023, last revised September 29, 2023, sheets 1 to 4, is now in a form suitable for Approval by the East Cocalico Board of Supervisors, subject to certain conditions.

**NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, IT IS HEREBY RESOLVED** by the Board of Supervisors of East Cocalico Township, as follows:

1. **Approval of Plan.** The Preliminary/Final Plan (“Plan”) prepared by C2C Design Group, as described above, is hereby approved, subject to the conditions set forth below.
2. **Conditions of Approval.** The approval of the Plan is subject to strict compliance with the following conditions:
  - A. Execution of a Developer’s Agreement between the Township and Applicant and recording of the same prior to release of the Plans for recording.
  - B. All escrows required by the Township posted prior to release of the Plans for recording.
  - C. Execution of Improvement Guarantee Agreement and posting of all required financial security in amount as stated in letter dated October 30, 2023 from Technicon Enterprises Inc. II prior to release of Plans for recording.
  - D. Payment in full of any outstanding fees owed to the Township prior to release of the Plans for recording.
  - E. Applicant is required to record the approved Plans, at its cost, and return three copies of the same, together with one electronic copy, to the Township within seven (7) days of the date of recording.

- F. Receipt of all approvals required from any other agencies and departments.
  - G. Applicant is to address all outstanding items contained in the Township Engineer's review letter dated October 9, 2023.
  - H. Applicant is to address all outstanding items contained in the Rettew Associates review letter dated October 23, 2023.
  - I. Applicant is to address all outstanding items in the Lancaster County Planning Department review letter dated September 1, 2023.
  - J. Applicant is to address all outstanding items in the CDM Smith review letter dated October 10, 2023.
  - K. Applicant shall prepare and execute a shared access agreement in a form acceptable to the Township Solicitor, prior to plan recordation.
  - L. Applicant is to pay a fee in lieu of open space, prior to plan recordation, said fee to be calculated in accordance with the Township Code and the amount to be confirmed by the Township Engineer.
  - M. Applicant to pay a traffic impact fee in the amount of \$19,656.00 at the time of building permit submission.
  - N. All costs incurred by Applicant to comply with the terms of Plan approval shall be the responsibility of Applicant.
3. **Waivers.** The East Cocalico Township Board of Supervisors hereby confirms the following waivers and deferrals from the provisions of the Township Subdivision and Land Development Ordinance:
- A. A waiver from §194-9 and §194-10.A(1) to allow the plan to proceed as a Final Plan instead of both Preliminary and Final Plan submissions.
  - B. A waiver from §194-25.O and §194-41.C requiring street trees along the street frontage of Stone Hill Road.
  - C. A deferral of requirements of §194-32 requiring sidewalk along the street frontage of Stone Hill Road.
  - D. A waiver of §194-37 requiring the placement of monuments as noted in the Ordinance.
4. **Acceptance.** The conditions set forth in paragraph 2 above shall be accepted by the Applicant, in writing, within ten (10) days from the date of receipt of this Resolution.
5. **Effective Date.** This Resolution shall become effective on the date upon which the Conditions are accepted by the Applicant in writing.



**BE IT FURTHER RESOLVED** that the Plan as identified herein shall be considered to have received Final Approval once staff appointed by the East Cocalico Township Board of Supervisors determines that any and all conditions attached to said approval have been resolved to the satisfaction of Township staff and appropriate Township officials have signed said Plans and submitted them for recording with the Lancaster County Recorder of Deeds. Applicant shall provide the Township with executed Final Plans, record plans, development agreements, easements, and other associated documentation, according to Township procedures. Any changes to the approved Plan will require the submission of an amended plan for land development review by all Township review parties.

**BE IT RESOLVED THIS 16<sup>TH</sup> DAY OF NOVEMBER, 2023.**

**FOR EAST COCALICO TOWNSHIP**

BY:

\_\_\_\_\_  
Lorenzo Bonura, Chair  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
Romao Carrasco, Secretary

**ACCEPTANCE**

The undersigned states that he is authorized to execute this Acceptance on behalf of the Applicant and owner of the property which is the subject matter of this Resolution, that he has reviewed the Conditions imposed by the Board of Supervisor in the foregoing Resolution and that he accepts the Conditions and agrees to be bound thereto. This Acceptance is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.

SWEETWATER PROPANE INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_



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

**RESOLUTION 2023-15**

**A RESOLUTION TO AUTHORIZE SUBMISSION OF A GRANT APPLICATION  
TO THE STATEWIDE LOCAL SHARE ASSESSMENT GRANT PROGRAM**

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Supervisors of East Cocalico Township, Lancaster County, hereby requests a Statewide Local Share Assessment grant in an amount not to exceed One Million Dollars (\$1,000,000), from the Commonwealth Financing Authority, to be utilized for the Wabash Park Development Project; and,

**BE IT FURTHER RESOLVED**, the Board does hereby designate Lorenzo Bonura, Board of Supervisors, and Tommy Ryan, Township Manager, as the officials to execute all documents and agreements between the East Cocalico Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

**BE IT RESOLVED THIS 16<sup>TH</sup> DAY OF NOVEMBER, 2023.**

**FOR EAST COCALICO TOWNSHIP**

BY:

\_\_\_\_\_  
Lorenzo Bonura, Chair  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
Romao Carrasco, Secretary

*I, Lisa Kashner, duly qualified Recording Secretary of East Cocalico Township, Lancaster County, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the East Cocalico Board of Supervisors at a regular meeting held on November 16, 2023, and said Resolution has been recorded in the Minutes of the East Cocalico Township and remains in effect as of this date.*

*IN WITNESS THEREOF, I affix my hand and attach the seal of East Cocalico Township, on this 16<sup>th</sup> day of November, 2023.*

\_\_\_\_\_



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

Parcel ID #: 080-26726-0-0000  
East Cocalico Township

## **STORMWATER MANAGEMENT AND EASEMENT AGREEMENT AND IMPROVEMENT GUARANTEE AGREEMENT**

**BY AND BETWEEN**, Jason E. Zimmerman and Rosene L. Zimmerman, with an address of 1851 Kramer Mill Road, Denver, PA ("GRANTOR") and East Cocalico Township, 100 Hill Road, Denver, PA ("TOWNSHIP").

**WHEREAS**, GRANTOR is the owner of a parcel of land located at 1851 Kramer Mill Road, Denver, PA in the Township of East Cocalico, County of Lancaster and Commonwealth of Pennsylvania, as described in a Deed dated September 14, 2017 and recorded September 20, 2017 in the Recorder of Deeds Office of Lancaster County, Pennsylvania, at Instrument No. 6356683, Parcel ID 080-26726-0-0000 ("PREMISES"); and,

**WHEREAS**, GRANTOR has submitted a Plan entitled Renovations for the Zimmerman Residence, prepared by Lancaster Design + Build, dated July 19, 2023, and last revised August 18, 2023 ("PLAN"), attached hereto as Exhibit A; and

**WHEREAS**, GRANTOR is required to construct and maintain stormwater management facilities and BMPs on the PREMISES including an infiltration trench; and,

**WHEREAS**, TOWNSHIP has enacted a Stormwater Management and Earth Disturbance Ordinance dated September 15, 2022, and designated as Ordinance No. 2022-03; ("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 stormwater management facilities must be maintained in accordance with the Ordinance; and,

**WHEREAS**, TOWNSHIP requires that security be established to ensure construction in compliance with TOWNSHIP Ordinances and Resolutions; and,

**WHEREAS**, GRANTOR is willing to provide cash for the funds required to complete construction in compliance with TOWNSHIP'S Ordinance and Resolutions.

**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 construct and maintain in accordance with its Application and Permit.
2. In the event that GRANTOR does not construct and maintain the stormwater management facilities in accordance with its Application and Permit, 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 PLAN.
3. After construction of the stormwater management facilities, GRANTOR agrees 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 PLAN and on Exhibit B attached hereto. Exhibit B includes a general outline of the key operation and maintenance activities for the convenience of GRANTOR. However, GRANTOR acknowledges that the PLAN controls the specific applicable construction standards, details, restrictions and required operation and maintenance activities.

4. 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 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. GRANTOR shall provide to the TOWNSHIP an inspection report on or before August 1<sup>st</sup> of each calendar year. The failure of GRANTOR to submit such inspection report shall constitute a violation of this Agreement.
5. GRANTOR will post cash in the amount of Four Thousand Nine Hundred Fifty Five and 50/100 Dollars (\$4,955.50) to secure the completion of the improvements in the PLAN and in accordance with the Opinion of Probable Cost attached hereto as Exhibit C.
6. If GRANTOR defaults or abandons the construction of the improvements in the PLAN then, in that event, TOWNSHIP may draw on said security to complete the improvements.
7. The following shall be considered events of default under this Agreement, whereupon TOWNSHIP shall be entitled to demand payment in full to complete any required improvements not yet completed or to correct or repair any unacceptable improvements:

- (a) failure to complete the improvements within the time allowed for completion;
  - (b) abandonment of the project, abandonment shall be construed to mean failure to perform significant work on the project for a period of ninety (90) consecutive days after the project has been commenced;
  - (c) failure to commence correction of any unacceptable construction within thirty (30) days written notice to GRANTOR or failure to complete such corrections within forty-five (45) days of commencement of correction;
  - (d) Entry by GRANTOR into receivership, insolvency, voluntary or involuntary bankruptcy, or in the event the property upon which the improvements are constructed is listed for sheriff or tax sale; and/or,
8. 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, 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.
9. Upon completion of the work, the GRANTOR shall, in writing, request a final observation. Upon determination by TOWNSHIP of satisfactory completion of the improvements under this Agreement, TOWNSHIP agrees to make a final observation and release GRANTOR from any obligation to maintain the cash if the improvements meet TOWNSHIP specifications. Despite any final observation, all improvements shall be deemed to be private improvements until such time as the same have been offered for dedication and formally accepted by the TOWNSHIP by Ordinance, Resolution, Deed or other formal document.
10. In the event there is a difference of opinion as to the quality of the work completed, or as to the completion of the work to meet TOWNSHIP specifications, the decision of TOWNSHIP'S representative shall control and GRANTOR'S obligation to maintain the cash shall continue until the work is in compliance with TOWNSHIP specifications.



11. GRANTOR shall provide "as built" drawings for all improvements, if required by TOWNSHIP.
12. In the event that the improvements specified herein are not completed within one (1) year of the date hereof, the TOWNSHIP may, in accordance with the requirements of the Pennsylvania Municipalities Planning Code, require additional security.
13. All improvements are to be constructed in accordance with the PLAN and in compliance with the Ordinances, Resolutions and Regulations of TOWNSHIP, all of which are by reference made a part hereof. It is agreed the TOWNSHIP will be paid by GRANTOR for engineering expenses, legal expenses and like expenses incurred by the TOWNSHIP in performance of and the enforcement of this agreement. The Township Engineer has reviewed, among other things, the anticipated engineer costs to review and inspect the construction of the improvements for the projected duration of the construction. Upon execution of this agreement the GRANTOR shall deposit with the TOWNSHIP, the sum of One Thousand and 00/100 Dollars (\$1,000.00) ("Escrow Fund"), and the TOWNSHIP shall administer the Escrow Fund without interest, and disburse from the Escrow Fund payments to the Township Engineer, Township Solicitor, and all others for services in connection with this project, from time to time, and upon the receipt of invoices for services so provided. If any excess in funds exist in the Escrow Fund after the completion of all work and the dedication of all improvements and the payment of all invoices for all services provided, the excess funds shall be refunded to GRANTOR. Should the balance of funds in the Escrow Fund fall below twenty-five percent (25%) of that originally posted, the GRANTOR shall replenish the funds to an amount equal to that originally posted, or to a lesser amount approved by the TOWNSHIP, within fourteen (14) days of receipt of the TOWNSHIP's written request to replenish the Escrow Fund. The TOWNSHIP may cease all inspections, approvals, and like services until such time as the escrow account is properly funded per the above.

14. This Agreement sets forth the entire Agreement and understanding among the parties as to the subject matter thereof and may be amended subsequent to the date hereof in writing and signed by the party to be bound hereby.

15. This Easement Agreement shall run with the land.

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

Dated this 16<sup>th</sup> day of November, 2023.

**FOR GRANTOR**

**WITNESS/ATTEST:**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_

name: Jason E. Zimmerman

\_\_\_\_\_

name: Rosene L. Zimmerman

**FOR EAST COCALICO TOWNSHIP**

**WITNESS/ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

Lorenzo Bonura

Chair, Board of Supervisors

**COMMONWEALTH OF PENNSYLVANIA**  
**COUNTY OF LANCASTER**

**ON THIS**, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared Jason E. Zimmerman and Rosene L. Zimmerman, known to me or satisfactorily proven to be the persons who executed the foregoing 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**

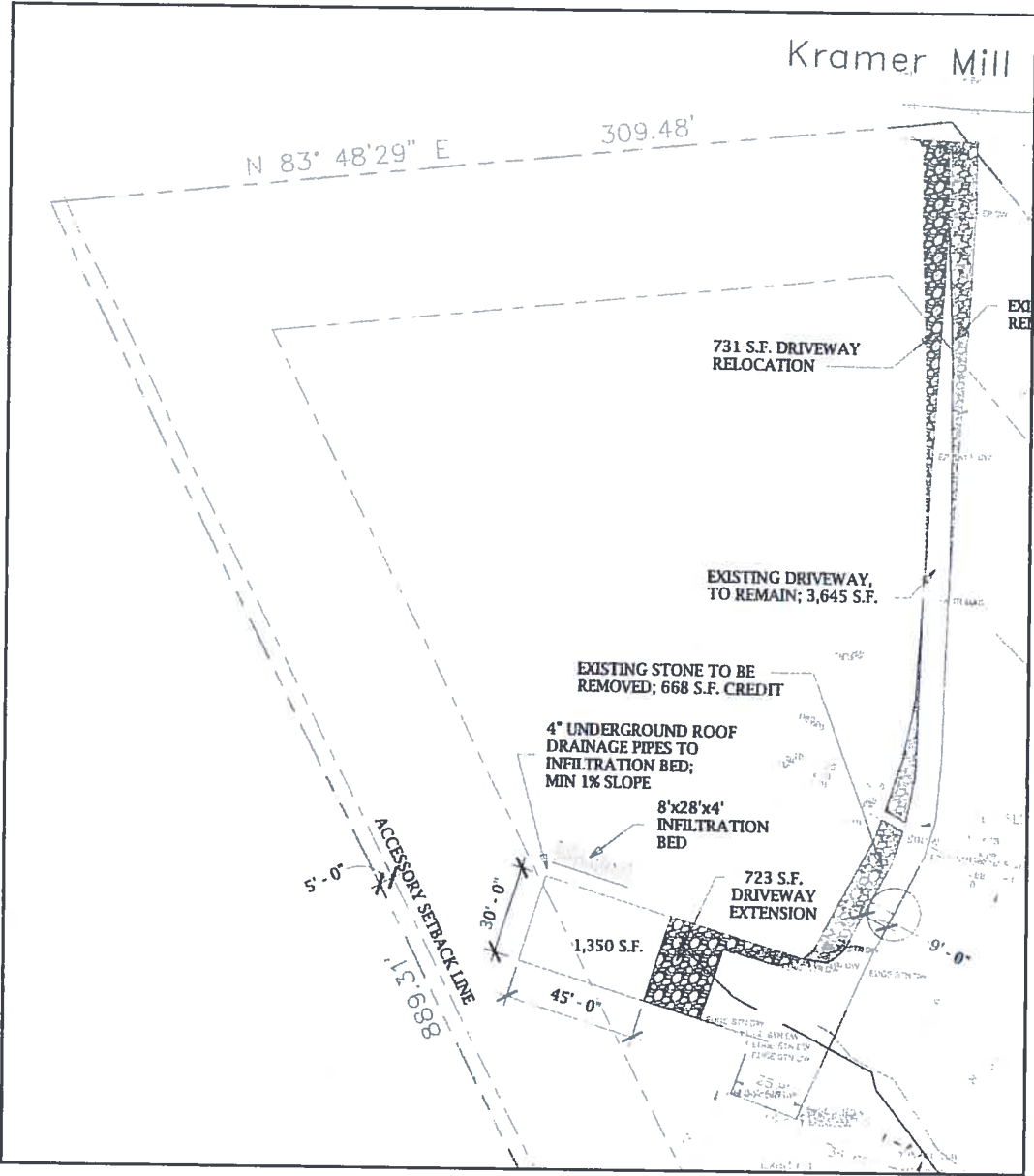
**ON THIS**, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared, Lorenzo Bonura, who acknowledged himself to be the Chair of the Board of Supervisors of East Cocalico Township, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires:

# EXHIBIT A



# EXHIBIT B

## BMP 6.4.4: Infiltration Trench



An Infiltration Trench is a "leaky" pipe in a stone filled trench with a level bottom. An Infiltration Trench may be used as part of a larger storm sewer system, such as a relatively flat section of storm sewer, or it may serve as a portion of a stormwater system for a small area, such as a portion of a roof or a single catch basin. In all cases, an Infiltration Trench should be designed with a positive overflow.

<p style="text-align: center;"><u>Key Design Elements</u></p> <ul style="list-style-type: none"> <li>• Continuously perforated pipe set at a minimum slope in a stone filled, level-bottomed trench</li> <li>• Limited in width (3 to 8 feet) and depth of stone (6 feet max. recommended)</li> <li>• Trench is wrapped in nonwoven geotextile (top, sides, and bottom)</li> <li>• Placed on uncompacted soils</li> <li>• Minimum cover over pipe is as per manufacturer.</li> <li>• A minimum of 6" of topsoil is placed over trench and vegetated</li> <li>• Positive Overflow always provided</li> <li>• Deed restrictions recommended</li> <li>• Not for use in hot spot areas without pretreatment</li> </ul>	<p style="text-align: center;"><u>Potential Applications</u></p> <p>Residential: Yes  Commercial: Yes  Ultra Urban: Yes  Industrial: Yes  Retrofit: Yes  Highway/Road: Yes</p> <hr/> <p style="text-align: center;"><u>Stormwater Functions</u></p> <p>Volume Reduction: Medium  Recharge: High  Peak Rate Control: Medium  Water Quality: High</p> <hr/> <p style="text-align: center;"><u>Water Quality Functions</u></p> <p>TSS: 85%  TP: 85%  NO3: 30%</p>
--	--

Other Considerations

- **Protocol 1. Site Evaluation and Soil Infiltration Testing and Protocol 2. Infiltration Systems Guidelines** should be followed, see Appendix C

**Description**

An Infiltration Trench is a linear stormwater BMP consisting of a continuously perforated pipe at a minimum slope in a stone-filled trench (Figure 6.4-1). Usually an Infiltration Trench is part of a conveyance system and is designed so that large storm events are conveyed through the pipe with some runoff volume reduction. During small storm events, volume reduction may be significant and there may be little or no discharge. All Infiltration Trenches are designed with a **positive overflow** (Figure 6.4-2).

An Infiltration Trench differs from an Infiltration Bed in that it may be constructed without heavy equipment entering the trench. It is also intended to convey some portion of runoff in many storm events.

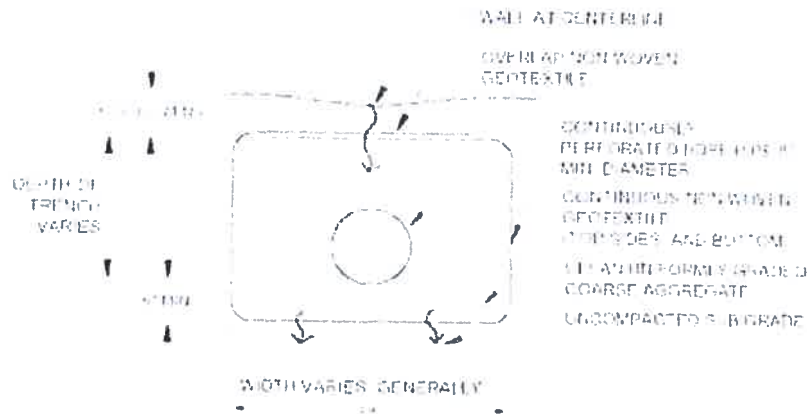


Figure 6.4-1

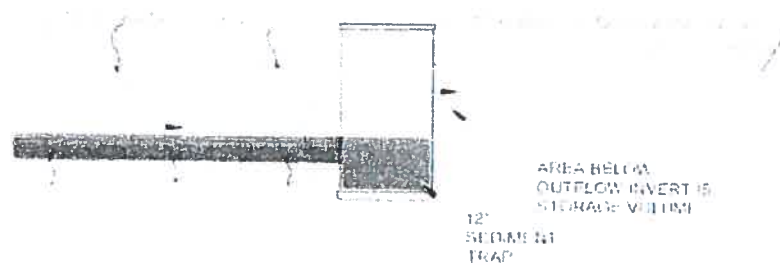


Figure 6.4-2

All Infiltration Trenches should be designed in accordance with Appendix C. Although the width and depth can vary, it is recommended that Infiltration Trenches be limited in depth to not more than six (6)

feet of stone. This is due to both construction issues and Loading Rate issues (as described in the Guidelines for Infiltration Systems). The designer should consider the appropriate depth.

**Variations**

Infiltration Trenches generally have a vegetated (grassed) or gravel surface. Infiltration Trenches also may be located alongside or adjacent to roadways or impervious paved areas with proper design. The subsurface drainage direction should be to the downhill side (away from subbase of pavement), or located lower than the impervious subbase layer. Proper measures should be taken to prevent water infiltrating into the subbase of impervious pavement.

Infiltration Trenches may also be located down a mild slope by "stepping" the sections between control structures as shown in Figure 6.4-3. A level or nearly level bottom is recommended for even distribution.

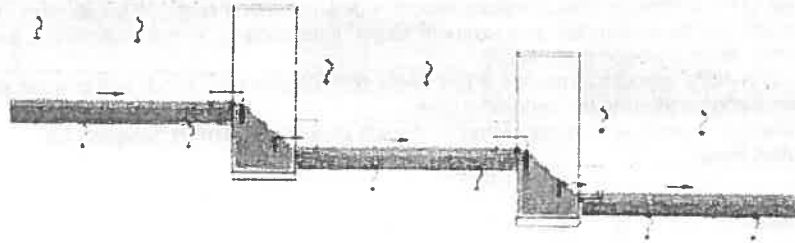


Figure 6.4-3

**Applications**

• **Connection of Roof Leaders**

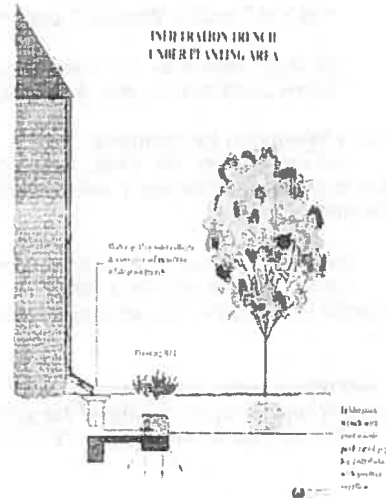
Roof leaders may be connected to Infiltration Trenches. Roof runoff generally has lower sediment levels and often is ideally suited for discharge through an Infiltration Trench. A cleanout with sediment sump should be provided between the building and Infiltration Trench.

• **Connection of Inlets**

Catch Basins, inlets and area drains may be connected to Infiltration Trenches, however sediment and debris removal should be addressed. Structures should include a sediment trap area below the invert of the pipe for solids and debris. In areas of high traffic or areas where excessive sediment, litter, and other similar materials may be generated, a water quality insert or other pretreatment device is needed.

• **In Combination with Vegetative Filters**

An Infiltration Trench may be preceded by or used in combination with a Vegetative Filter, Grassed Swale, or other vegetative element used to reduce sediment levels



from areas such as high traffic roadways. Design should ensure proper functioning of vegetative system.

- **Other Applications**

Other applications of Infiltration Trenches may be determined by the design professional as appropriate.

### Design Considerations

1. Soil Investigation and Percolation Testing is required (see Appendix C, Protocol 2)
2. Guidelines for Infiltration Systems should be met (i.e., depth to water table, setbacks, Loading Rates, etc. See Appendix C, Protocol 1)
3. Water Quality Inlet or Catch Basin with Sump (see Section 6.6.4) recommended for all surface inlets, designed to avoid standing water for periods greater than the criteria in Chapter 3.
4. A continuously perforated pipe should extend the length of the trench and have a positive flow connection designed to allow high flows to be conveyed through the Infiltration Trench.
5. The slope of the Infiltration Trench bottom should be level or with a slope no greater than 1%. The Trench may be constructed as a series of "steps" if necessary. A level bottom assures even water distribution and infiltration.
6. Cleanouts or inlets should be installed at both ends of the Infiltration Trench and at appropriate intervals to allow access to the perforated pipe.
7. The discharge or overflow from the Infiltration Trench should be properly designed for anticipated flows.

### Detailed Stormwater Functions

#### Infiltration Area

The Infiltration Area is the bottom area of the Trench\*, defined as:

Length of Trench x Width of Trench = Infiltration Area (Bottom Area)

This is the area to be considered when evaluating the Loading Rate to the Infiltration Trench.

\* Some credit can be taken for the side area that is frequently inundated as appropriate.

#### Volume Reduction Calculations

Volume = Depth\* (ft) x Area (sf) x Void Space

\*Depth is the depth of the water surface during a storm event, depending on the drainage area and conveyance to the bed.

Infiltration Volume = Bed Bottom Area (sf) x Infiltration design rate (in/hr)  
x Infiltration period\* (hr) x (1/12)

\*Infiltration Period is the time when bed is receiving runoff and capable of infiltration. Not to exceed 72 hours.

The void ratio in stone is approximately 40% for AASTO No 3. If the conveyance pipe is within the Storage Volume area, the volume of the pipe may also be included. All Infiltration Trenches should be designed to infiltrate or empty within 72 hours.



**Peak Rate Mitigation Calculations**

See Chapter 8 for Peak Rate Mitigation methodology which addresses link between volume reduction and peak rate control.

**Water Quality Improvement**

See Chapter 8 for Water Quality Improvement methodology which addresses pollutant removal effectiveness of this BMP.

**Construction Sequence**

1. Protect Infiltration Trench area from compaction prior to installation.
2. If possible, install Infiltration Trench during later phases of site construction to prevent sedimentation and/or damage from construction activity. After installation, prevent sediment laden water from entering inlets and pipes.
3. Install and maintain proper Erosion and Sediment Control Measures during construction.
4. Excavate Infiltration Trench bottom to a uniform, level uncompacted subgrade free from rocks and debris. Do NOT compact subgrade.
5. Place nonwoven geotextile along bottom and sides of trench\*. Nonwoven geotextile rolls should overlap by a minimum of 16 inches within the trench. Fold back and secure excess geotextile during stone placement.
6. Install upstream and downstream Control Structures, cleanouts, etc.
7. Place uniformly graded, clean-washed aggregate in 8-inch lifts, lightly compacting between lifts.
8. Install Continuously Perforated Pipe as indicated on plans. Backfill with uniformly graded, clean-washed aggregate in 8-inch lifts, lightly compacting between lifts.
9. Fold and secure nonwoven geotextile over Infiltration Trench, with minimum overlap of 16-inches.
10. Place 6-inch lift of approved Topsoil over Infiltration Trench, as indicated on plans.
11. Seed and stabilize topsoil.
12. Do not remove Inlet Protection or other Erosion and Sediment Control measures until site is fully stabilized.
13. Any sediment that enters inlets during construction is to be removed within 24 hours.



## Maintenance and Inspection Issues

- Catch Basins and Inlets should be inspected and cleaned at least 2 times per year.
- The vegetation along the surface of the Infiltration Trench should be maintained in good condition, and any bare spots revegetated as soon as possible.
- Vehicles should not be parked or driven on a vegetated Infiltration Trench, and care should be taken to avoid excessive compaction by mowers.

## Cost Issues

The construction cost of infiltration trenches can vary greatly depending on the configuration, location, site-specific conditions, etc. Typical construction costs in 2003 dollars range from \$4 - \$9 per cubic foot of storage provided (SWRPC, 1991; Brown and Schueler, 1997). Annual maintenance costs have been reported to be approximately 5 to 10 percent of the capital costs (Schueler, 1987).

## Specifications

The following specifications are provided for information purposes only. These specifications include information on acceptable materials for typical applications, but are by no means exclusive or limiting. The designer is responsible for developing detailed specifications for individual design projects in accordance with the project conditions.

**1. Stone** for infiltration trenches shall be 2-inch to 1-inch uniformly graded coarse aggregate, with a wash loss of no more than 0.5%, AASHTO size number 3 per AASHTO Specifications, Part I, 19th Ed., 1998, or later and shall have voids 40% as measured by ASTM-C29.

**2. Non-Woven Geotextile** shall consist of needled nonwoven polypropylene fibers and meet the following properties:

- a. Grab Tensile Strength (ASTM-D4632)
- b. Mullen Burst Strength (ASTM-D3786)
- c. Flow Rate (ASTM-D4491)
- d. UV Resistance after 500 hrs (ASTM-D4355) 70%
- e. Heat-set or heat-calendared fabrics are not permitted  
Acceptable types include Mirafi 140N, Amoco 4547, and Geotex 451.

**3. Pipe** shall be continuously perforated, smooth interior, with a minimum inside diameter of 8-inches. High-density polyethylene (HDPE) pipe shall meet AASHTO M252, Type S or AASHTO M294, Type S.

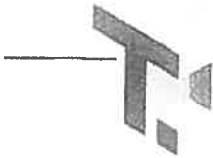
## References

Brown and Schueler, *Stormwater Management Fact Sheet: Infiltration Trench*. 1997.

Schueler, T., 1987. *Controlling urban runoff: a practical manual for planning and designing urban BMPs*, Metropolitan Washington Council of Governments, Washington, DC

SWRPC, The Use of of Best Management Practices (BMPs) in Urban Watersheds, US Environmental Protection Agency, 1991.

## EXHIBIT C



### TECHNICON

Enterprises Inc., II  
200 Bethlehem Drive  
Suite 201  
Morgantown, PA 19543

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

October 31, 2023

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

RE: Financial Security Development  
Jason Zimmerman SWM  
1851 Kramer Mill Road  
TEI File No. 4035-171-BG4.R00

Gentlemen:

We have received a construction cost estimate from the applicant's engineer for the required stormwater management improvements at the Jason Zimmerman stormwater project located at 1851 Kramer Mill Road. Total construction costs for the improvements have been reviewed and found sufficient. In addition to these construction costs, there will be a Contingency fee of 10% assessed to the total financial security amount. We recommend that East Cocalico Township accept a financial security in the amount of \$4,955.50 to secure the cost of the proposed stormwater management improvements and fees.

A spreadsheet with the itemized breakdown of construction costs is enclosed for your convenience. Any questions pertaining to this recommendation should be directed to the undersigned at (610) 286-1622 ext. 101 or via email at [mreinert@technicon2.com](mailto:mreinert@technicon2.com).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael Reinert".

Michael L. Reinert, P.E.  
Technicon Enterprises, Inc. II  
Township Engineer

cc: Tommy Ryan, Township Manager  
Matthew J. Creme, Jr., Esq, Township Solicitor  
Anthony Petersheim  
Jason Zimmerman  
TEI File: Municipal/East Cocalico/4035-171-BG4-R00 Jason Zimmerman  
SWM.doc

JASON ZIMMERMAN SWM 4035-171 BG 4  
 1851 KRAMER MILL ROAD  
 EAST COCALICO TOWNSHIP  
 IMPROVEMENT ESCROW  
 RELEASE NO. 0 DATED: 10/31/23



DESCRIPTION	NO.	UNIT	UNIT COST	ESTIMATED CONSTRUCTION COST	TOTAL PREVIOUSLY RELEASED	CURRENT RELEASE FROM ESCROW	PERCENT RELEASED TO DATE	BALANCE REMAINING IN ESCROW
<b>1 STORM WATER MANAGEMENT</b>								
Infiltration bed & downspouts		1	LS	\$4,505.00	\$0.00	\$0.00	0.00%	\$4,505.00
				\$4,505.00	\$0.00	\$0.00	0.00%	\$4,505.00
Subtotal:								
				\$4,505.00	\$0.00	\$0.00	0.00%	\$4,505.00
				\$450.50	\$0.00	\$0.00	0.00%	\$450.50
				\$4,955.50	\$0.00	\$0.00	0.00%	\$4,955.50
Construction Cost								
Contingencies (10%):								
<b>Total</b>								
				\$4,955.50	\$0.00	\$0.00	0.00%	\$4,955.50



# TECHNICON

Enterprises Inc., II

200 Bethlehem Drive  
Suite 201  
Morgantown, PA 19543

Tel. (610) 286-1622

Fax (610) 286-1679

October 24, 2023

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

RE: Fred & Andrea Loud SWM  
7 Whitetail Drive  
Release Recommendation No. 1  
TEI File No. 4035-153.R01

Gentlemen:

The consultant for the above referenced project located at 7 Whitetail Drive has requested a full release from the financial security currently established for site improvements. We have conducted a final improvements inspection and reviewed the as-built plans for the project. We offer the following recommendation for your consideration:

Requested Release Amount:	\$46,688.91
Recommended Release Amount:	\$46,688.91
Withholding Recommended:	\$ 0.00

Please refer to the enclosed spreadsheet for an itemized breakdown of the construction costs. Any questions pertaining to this recommendation letter should be directed to the undersigned by email at [mreinert@technicon2.com](mailto:mreinert@technicon2.com) or by telephone at (610) 286-1622, ext. 101.

Respectfully submitted,

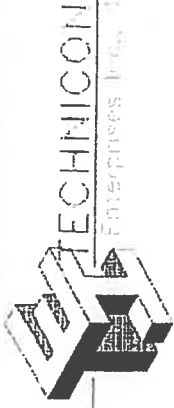
Michael L. Reinert, P.E.  
Technicon Enterprises, Inc. II  
Township Engineer

cc: Tommy Ryan, Township Manager  
Matthew J. Creme, Jr., Esq, Township Solicitor  
Michael Hartman, P.E., dH Enterprises, Inc.  
Trevor Eby, Ironstone Homes  
Fred & Andrea Loud  
TEI File: Municipal/East Cocalico/4035-153-R01 Fred & Andrea Loud SWM.doc



DESCRIPTION	NO.	UNIT	UNIT COST	ESTIMATED CONSTRUCTION COST	TOTAL PREVIOUSLY RELEASED	CURRENT RELEASE FROM ESCROW	PERCENT RELEASED TO DATE	BALANCE REMAINING IN ESCROW
<b><u>I E&amp;S CONTROL</u></b>								
18" Silt soxx	194	LF	\$4.25	\$824.50	\$0.00	\$824.50	100.00%	\$0.00
Rock construction entrance	1	EA	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00
Erosion control blanket	667	SY	\$3.25	\$2,167.75	\$0.00	\$2,167.75	100.00%	\$0.00
Topsoil stockpile (including 12" silt soxx)	1	LS	\$500.00	\$500.00	\$0.00	\$500.00	100.00%	\$0.00
Permanent seeding & stabilization	1	LS	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00
Subtotal:				\$7,492.25	\$0.00	\$7,492.25	100.00%	\$0.00
<b><u>II STORM SEWER</u></b>								
12" PVC	142	LF	\$18.00	\$2,556.00	\$0.00	\$2,556.00	100.00%	\$0.00
6" PVC (allowance for roof drains)	100	LF	\$16.00	\$1,600.00	\$0.00	\$1,600.00	100.00%	\$0.00
Yard inlet w/ flat grate	2	EA	\$850.00	\$1,700.00	\$0.00	\$1,700.00	100.00%	\$0.00
Flexstorm inlet filter	2	EA	\$650.00	\$1,300.00	\$0.00	\$1,300.00	100.00%	\$0.00
Subtotal:				\$7,156.00	\$0.00	\$7,156.00	100.00%	\$0.00
<b><u>III INFILTRATION BED #2</u></b>								
Excavation	622	CY	\$5.00	\$3,110.00	\$0.00	\$3,110.00	100.00%	\$0.00
AASHTO #1 rock	622	CY	\$24.00	\$14,928.00	\$0.00	\$14,928.00	100.00%	\$0.00
Class 1 non-woven geotextile	496	SY	\$2.50	\$1,240.00	\$0.00	\$1,240.00	100.00%	\$0.00
12" Perforated PVC	252	LF	\$18.00	\$4,536.00	\$0.00	\$4,536.00	100.00%	\$0.00
12" PVC cleanouts (infiltration bed)	7	EA	\$85.00	\$595.00	\$0.00	\$595.00	100.00%	\$0.00
2" PVC	12	LF	\$12.00	\$144.00	\$0.00	\$144.00	100.00%	\$0.00
Subtotal:				\$24,553.00	\$0.00	\$24,553.00	100.00%	\$0.00
<b><u>IV MISCELLANEOUS</u></b>								
Stakeout	1	LS	\$800.00	\$800.00	\$0.00	\$800.00	100.00%	\$0.00
As-built plans	1	LS	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00	100.00%	\$0.00
Subtotal:				\$2,300.00	\$0.00	\$2,300.00	100.00%	\$0.00

FRED & ANDREA LOUD SWM 4035-153  
 7 WHITETAIL DRIVE  
 EAST COCALICO TOWNSHIP  
 IMPROVEMENT ESCROW  
 RELEASE NO. 1 DATED: 10/24/2023



DESCRIPTION	NO.	UNIT	UNIT COST	ESTIMATED CONSTRUCTION COST	TOTAL PREVIOUSLY RELEASED	CURRENT RELEASE FROM ESCROW	PERCENT RELEASED TO DATE	BALANCE REMAINING IN ESCROW
Construction Cost:				\$41,501.25	\$0.00	\$41,501.25	100.00%	\$0.00
Inspection/Observation (2.5%):				\$1,037.53	\$0.00	\$1,037.53	100.00%	\$0.00
Contingencies (10%):				\$4,150.13	\$0.00	\$4,150.13	100.00%	(\$0.01)
<b>Total:</b>				<b>\$46,688.91</b>	<b>\$0.00</b>	<b>\$46,688.91</b>	<b>100.00%</b>	<b>(\$0.00)</b>





## **IMPROVEMENT GUARANTEE AGREEMENT**

**BY AND BETWEEN, EAST COCALICO TOWNSHIP**, 100 Hill Road, Denver, PA 17517, Lancaster County, a political subdivision of the Commonwealth of Pennsylvania (hereinafter referred to as "**TOWNSHIP**") and **WRIGHT EBERSOLE LLC**, a Pennsylvania limited liability company with an address of P.O. Box 1908, Media, PA 19603 (hereinafter referred to as "**DEVELOPER**").

**WHEREAS, DEVELOPER** intends to build certain improvements including stormwater management facilities according to a Final Subdivision & Land Development Plan for Purecycle for Wright Ebersole, LLC, prepared by SR3 Engineers LLC, Project No.022-15, dated March 25, 2022, and any subsequent revisions prior to approval (hereinafter referred to as the "**PLAN**") submitted to **TOWNSHIP** which is made a part hereof and incorporated by reference herein.

**WHEREAS, TOWNSHIP** requires that security be established to ensure construction in compliance with **TOWNSHIP** Ordinances and Resolutions; and

**WHEREAS, DEVELOPER** is willing to provide a bond or an irrevocable letter of credit to **TOWNSHIP** for the funds required to complete construction in compliance with **TOWNSHIP'S** Ordinance and Resolutions.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained therein, the parties do agree as follows:

**ARTICLE I:** **DEVELOPER** will obtain from its Bank a bond or an irrevocable letter of credit in order to provide funds in the amount of Two Million Four Hundred Thirty-Seven Thousand Four Hundred Forty-Seven Dollars and 54/100 (\$2,437,447.54) for the completion of the improvements in the **PLAN** and in accordance with the Opinion of Probable Cost attached to this Agreement as Exhibit "A".

**ARTICLE II:** A copy of the bond or irrevocable letter of credit is attached to this Agreement as Exhibit "B" and is incorporated herein by reference.

**ARTICLE III:** **TOWNSHIP**, by its engineer or other designated person, will observe the construction of the improvements at progressive stages of completion as deemed necessary by the **TOWNSHIP**.

**ARTICLE IV:** In the event any portion of the improvements are removed for any purpose, the reconstructed portion thereof must be re-observed in the same manner as provided for the original construction.

**ARTICLE V:** If **DEVELOPER** defaults or abandons the construction of the improvements in the **PLAN**, then in that event, **TOWNSHIP** may draw on the bond or on the balance on the irrevocable letter of credit and may complete the improvements.

The following shall be considered events of default under this Agreement, whereupon **TOWNSHIP** shall be entitled to demand payment in full or complete any required improvements not yet completed or to correct or repair any unacceptable improvements:

(a) Failure to complete the improvements within the time allowed for completion;

(b) Abandonment of the project (abandonment shall be construed to mean failure to perform significant work on the project for a period of ninety (90) consecutive days after the project has been commenced);

(c) Failure to commence correction of any unacceptable construction within thirty (30) days written notice to **DEVELOPER** or failure to complete such corrections within forty-five (45) days of commencement of correction;

(d) Entry by **DEVELOPER** into receivership, insolvency, voluntary or involuntary bankruptcy, or in the event the property upon which the improvements are constructed is listed for sheriff or tax sale; or

(e) Notice from **DEVELOPER'S** Bank to **TOWNSHIP** of its intent not to renew **DEVELOPER'S** irrevocable letter of credit.

**ARTICLE VI:** Upon completion of the work, the **DEVELOPER** shall, in writing, request a final observation. Upon determination by **TOWNSHIP** of satisfactory completion of the improvements under this Agreement, **TOWNSHIP** agrees to make a final observation and release **DEVELOPER** from any obligation to maintain the bond or irrevocable letter of credit if the improvements meet **TOWNSHIP'S** specifications.

**ARTICLE VII:** **DEVELOPER** shall provide "as built" drawings for all improvements.

**ARTICLE VIII:** In the event that the improvements specified herein are not completed within one (1) year of the date hereof, the Township may in accordance with the requirements of the Pennsylvania Municipalities Planning Code require additional security.

**ARTICLE IX:** All improvements are to be constructed in accordance with the **PLAN** and in compliance with the Ordinances, Resolutions and Regulations of **TOWNSHIP**, all of which are by reference made a part hereof. It is agreed the Township will be paid by Developer for engineering expenses, legal expenses and like expenses incurred by the Township in performance of and the enforcement of this agreement. The Township Engineer has reviewed, among other things, the anticipated engineer costs to review and inspect the construction of the improvements for the projected duration of the construction. Upon execution of this agreement the Developer shall deposit with the Township the sum of Sixty-One Thousand Nine Hundred Fifty-Six Dollars and 00/100 (\$61,956.00) (hereinafter "Escrow Fund"), and the Township shall administer the Escrow Fund without interest and disburse from the Escrow Fund payments to the Township Engineer, Township Solicitor, and all others for services in connection with this project, from time to time, and upon the receipt of invoices for services so provided. If any excess in funds exist in the Escrow Fund after the completion of all work and the dedication of all improvements and the payment of all invoices for all services provided, the excess funds shall be refunded to Developer.

Should the balance of funds in the Escrow Fund fall below twenty-five percent (25%) of that originally posted, the Developer shall replenish the funds to an amount equal to that originally posted, or to a lesser amount approved by the Township within fourteen (14) days of receipt of the Township's written request to replenish the Escrow Fund. The Township may cease all inspections, approvals, and like services until such time as the escrow account is properly funded per the above.

**ARTICLE X: DEVELOPER** agrees to pay all costs involved in establishing and servicing bond or the irrevocable letter of credit.

**ARTICLE XI:** This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

**ARTICLE XII:** This Agreement is not transferable, without the consent of **TOWNSHIP**, which consent shall not be unreasonably withheld.

**ARTICLE XIII:** This Agreement sets forth the entire Agreement and understanding among the parties as to the subject matter thereof and may be amended subsequent to the date hereof in writing and signed by the party to be bound hereby.

**ARTICLE XIV:** The undersigned intend to be legally bound hereby and to bind their heirs, successors and assigns.

**ARTICLE XV:** Nothing contained herein shall be deemed to be a waiver of the Developer's rights under the Pennsylvania Municipalities Planning Code or other statute, including, but not limited to, the right to seek review of the Township's professional

consultant's review fees and/or determination.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

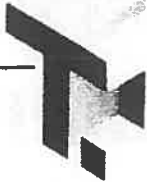
**EAST COCALICO TOWNSHIP**

\_\_\_\_\_  
LORENZO BONURA, Chairman  
Board of Supervisors

**DEVELOPER**  
**WRIGHT EBERSOLE LLC**  
**By: Wright Partners**

By: Cal Knight

EXHIBIT A



TECHNICON

Enterprises Inc., II

200 Bethlehem Drive  
Suite 201  
Morgantown, PA 19543

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

September 14, 2023

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

RE: Financial Security Development  
Wright Ebersole LLC  
Subdivision & Land Development  
**Onsite Improvements**  
TEI File No. 4035-138.R00

Gentlemen:

We have received a cost estimate from the applicant's consulting engineer for the required onsite improvements at the Wright Ebersole Subdivision & Land Development Project. Total construction costs for the improvements have been reviewed and found sufficient. In addition to these construction costs, there will be a Contingency fee of 10% assessed to the total financial security amount. We recommend that East Cocalico Township accept a financial security in the amount of \$2,437,447.54 to secure the cost of the proposed improvements and contingency.

It should be noted that a separate escrow will be established for engineering inspection and legal expenses to be provided by the applicant as part of the improvements guarantee agreement (IGA). A spreadsheet with the itemized breakdown of construction costs is enclosed for your convenience. Any questions pertaining to this recommendation should be directed to the undersigned at (610) 286-1622 ext. 101 or via email at [mreinert@technicon2.com](mailto:mreinert@technicon2.com).

Respectfully submitted,

Michael L. Reinert, P.E.  
Technicon Enterprises, Inc. II  
Township Engineer

cc: Tommy Ryan, Township Manager  
Matthew J. Creme, Jr., Esq, Township Solicitor  
Bill Rountree, P.E., Wright Partners  
Brian Atkins, P.E., SR3 Engineers  
TEI File: Municipal/East Cocalico/4035-138-R00 Wright Ebersole Land Development –  
Onsite Improvements.doc

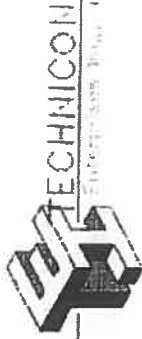
WRIGHT EBERSOLE LLC 4036-138  
 PURECYCLE SUBDIVISION LAND DEVELOPMENT  
 ON SITE IMPROVEMENTS  
 EAST COCALICO TOWNSHIP  
 IMPROVEMENT ESCROW  
 RELEASE NO. 0 DATED: 9/14/2023



DESCRIPTION	NO.	UNIT	UNIT COST	ESTIMATED CONSTRUCTION COST	TOTAL PREVIOUSLY RELEASED	CURRENT RELEASE FROM ESCROW	PERCENT RELEASED TO DATE	BALANCE REMAINING IN ESCROW
<b>I. E&amp;S CONTROL</b>								
Slope protect - NAG S75	82890	SF	\$0.08	\$8,631.20	\$0.00	\$0.00	0.00%	\$8,631.20
Temporary seed stockpile	1	LS	\$950.00	\$950.00	\$0.00	\$0.00	0.00%	\$950.00
Inlet protection	33	EA	\$85.00	\$3,135.00	\$0.00	\$0.00	0.00%	\$3,135.00
Permanent channel 1	875	SY	\$7.80	\$6,912.50	\$0.00	\$0.00	0.00%	\$6,912.50
Subtotal:				\$17,628.70	\$0.00	\$0.00	0.00%	\$17,628.70
<b>II. BASIN 2 - STORMWATER MGMT.</b>								
Outlet structure	1	EA	\$4,100.00	\$4,100.00	\$0.00	\$0.00	0.00%	\$4,100.00
Outflow pipe RCP 24"	80	LF	\$88.59	\$7,087.20	\$0.00	\$0.00	0.00%	\$7,087.20
Anti-seep collar	2	EA	\$1,300.00	\$2,600.00	\$0.00	\$0.00	0.00%	\$2,600.00
Subtotal:				\$13,787.20	\$0.00	\$0.00	0.00%	\$13,787.20
<b>III. EARTHWORK</b>								
Cutfill/compact	1	LS	\$77,475.45	\$77,475.45	\$0.00	\$0.00	0.00%	\$77,475.45
Respread topsoil	1	LS	\$14,328.00	\$14,328.00	\$0.00	\$0.00	0.00%	\$14,328.00
Seed, straw mulch & tack - perm	1	LS	\$16,133.60	\$16,133.60	\$0.00	\$0.00	0.00%	\$16,133.60
Subtotal:				\$107,935.05	\$0.00	\$0.00	0.00%	\$107,935.05
<b>IV. RETAINING WALL</b>								
Retaining wall	1	LS	\$397,348.00	\$397,348.00	\$0.00	\$0.00	0.00%	\$397,348.00
Subtotal:				\$397,348.00	\$0.00	\$0.00	0.00%	\$397,348.00
<b>V. STORM SEWER</b>								
15" HDPE	1558	LF	\$40.82	\$63,597.56	\$0.00	\$0.00	0.00%	\$63,597.56
18" HDPE	138	LF	\$45.82	\$6,295.56	\$0.00	\$0.00	0.00%	\$6,295.56
24" HDPE	1	LS	\$77,030.40	\$77,030.40	\$0.00	\$0.00	0.00%	\$77,030.40
30" HDPE	1	LS	\$40,306.21	\$40,306.21	\$0.00	\$0.00	0.00%	\$40,306.21
36" HDPE	1	LS	\$33,301.72	\$33,301.72	\$0.00	\$0.00	0.00%	\$33,301.72
Inlet C	1	LS	\$108,000.00	\$108,000.00	\$0.00	\$0.00	0.00%	\$108,000.00
Inlet M	1	LS	\$57,365.00	\$57,365.00	\$0.00	\$0.00	0.00%	\$57,365.00
Storm manhole	1	LS	\$10,470.00	\$10,470.00	\$0.00	\$0.00	0.00%	\$10,470.00



WRIGHT EBERSOLE LLC 4036-138  
 PURECYCLE SUBDIVISION LAND DEVELOPMENT  
 ON SITE IMPROVEMENTS  
 EAST COCALICO TOWNSHIP  
 IMPROVEMENT ESCROW  
 RELEASE NO. 0 DATED: 9/14/2023



DESCRIPTION	NO.	UNIT	UNIT COST	ESTIMATED CONSTRUCTION COST	TOTAL PREVIOUSLY RELEASED	CURRENT RELEASE FROM ESCROW	PERCENT RELEASED TO DATE	BALANCE REMAINING IN ESCROW
Endwalls	1	LS	\$6,000.00	\$6,000.00	\$0.00	\$0.00	0.00%	\$6,000.00
Rip rap aprons	1	LS	\$3,124.10	\$3,124.10	\$0.00	\$0.00	0.00%	\$3,124.10
Subtotal:				\$405,480.55	\$0.00	\$0.00	0.00%	\$405,480.55
<b>VI. SITE PAVING (ENTRANCE/NEW ROAD &amp; PAD/DOT SEPARATE) (STACK COAT INCLUDED)</b>								
Concrete curb	7802	LF	\$17.75	\$138,485.50	\$0.00	\$0.00	0.00%	\$138,485.50
Stone base - 2A modified 6" (light/concrete)	12825	SY	\$4.29	\$55,018.25	\$0.00	\$0.00	0.00%	\$55,018.25
Stone base - 2A modified 8" (heavy)	21325	SY	\$5.78	\$123,268.50	\$0.00	\$0.00	0.00%	\$123,268.50
Superpave 25mm 4.5" (heavy)*	21325	SY	\$19.77	\$421,585.25	\$0.00	\$0.00	0.00%	\$421,585.25
Superpave 8.5mm 1.5" (heavy)*	21325	SY	\$9.23	\$196,829.75	\$0.00	\$0.00	0.00%	\$196,829.75
Superpave 25mm 2.5" (light)*	5875	SY	\$11.91	\$69,871.25	\$0.00	\$0.00	0.00%	\$69,871.25
Superpave 9.5mm (light)*	5875	SY	\$10.20	\$59,925.00	\$0.00	\$0.00	0.00%	\$59,925.00
Gravel driveways (6" gravel/6" DGA)	1380	SY	\$8.88	\$13,316.20	\$0.00	\$0.00	0.00%	\$13,316.20
Concrete sidewalks - including ramps/detectable warning	4240	SF	\$10.43	\$44,223.20	\$0.00	\$0.00	0.00%	\$44,223.20
Concrete driveway apron	162	SF	\$19.00	\$3,078.00	\$0.00	\$0.00	0.00%	\$3,078.00
Line painting & traffic/directional signs	1	LS	\$11,220.00	\$11,220.00	\$0.00	\$0.00	0.00%	\$11,220.00
Subtotal:				\$1,136,921.90	\$0.00	\$0.00	0.00%	\$1,136,921.90

DESCRIPTION	NO.	UNIT	UNIT COST	ESTIMATED CONSTRUCTION COST	TOTAL PREVIOUSLY RELEASED	CURRENT RELEASE FROM ESCROW	PERCENT RELEASED TO DATE	BALANCE REMAINING IN ESCROW
Landscaping	1	LS	\$75,000.00	\$75,000.00	\$0.00	\$0.00	0.00%	\$75,000.00
Subtotal:				\$75,000.00	\$0.00	\$0.00	0.00%	\$75,000.00

WRIGHT EBERSOLE LLC 4036-138  
 PURECYCLE SUBDIVISION LAND DEVELOPMENT  
 ON SITE IMPROVEMENTS  
 EAST COCALICO TOWNSHIP  
 IMPROVEMENT ESCROW  
 RELEASE NO. 0 DATED: 9/14/2023



DESCRIPTION	NO.	UNIT	UNIT COST	ESTIMATED CONSTRUCTION COST	TOTAL PREVIOUSLY RELEASED	CURRENT RELEASE FROM ESCROW	PERCENT RELEASED TO DATE	BALANCE REMAINING IN ESCROW
<b>VIII MISCELLANEOUS</b>								
Site lighting	42	EA	\$1,250.00	\$52,500.00	\$0.00	\$0.00	0.00%	\$52,500.00
Knox box	1	EA	\$350.00	\$350.00	\$0.00	\$0.00	0.00%	\$350.00
As-built plan	1	LS	\$7,500.00	\$7,500.00	\$0.00	\$0.00	0.00%	\$7,500.00
Lot pins/monuments	7	EA	\$200.00	\$1,400.00	\$0.00	\$0.00	0.00%	\$1,400.00
Subtotal:				\$61,750.00	\$0.00	\$0.00	0.00%	\$61,750.00
-----								
Construction Cost:				\$2,215,861.40	\$0.00	\$0.00	0.00%	\$2,215,861.40
Contingencies (10%):				\$221,586.14	\$0.00	\$0.00	0.00%	\$221,586.14
Total:				\$2,437,447.54	\$0.00	\$0.00	0.00%	\$2,437,447.54

## **IMPROVEMENT GUARANTEE AGREEMENT**

**BY AND BETWEEN, EAST COCALICO TOWNSHIP**, 100 Hill Road, Denver, PA 17517, Lancaster County, a political subdivision of the Commonwealth of Pennsylvania (hereinafter referred to as "**TOWNSHIP**") and **WRIGHT EBERSOLE LLC**, a Pennsylvania limited liability company with an address of P.O. Box 1908, Media, PA 19603 (hereinafter referred to as "**DEVELOPER**").

**WHEREAS, DEVELOPER** intends to build certain improvements according to a Final Subdivision & Land Development Plan for Purecycle for Wright Ebersole LLC, prepared by SR3 Engineers LLC, Project No.022-15, dated March 25, 2022, and any subsequent revisions prior to approval (hereinafter referred to as the "**PLAN**") submitted to **TOWNSHIP** which is made a part hereof and incorporated by reference herein. As part of these improvements, **DEVELOPER** intends to construct a future connection of a through street for the new configuration of Hill Road (the "**PROPOSED REALIGNMENT**"), the specifications of which are more fully described in a Developer's Agreement entered into by and between **DEVELOPER** and the **TOWNSHIP** dated February 2, 2023 and recorded in that Lancaster County Recorder of Deeds Office at Instrument Number 6728542 (the "**DEVELOPER'S AGREEMENT**").

**WHEREAS, DEVELOPER** entered into a separate Improvements Guarantee Agreement with **TOWNSHIP** pertaining to other improvements related to this

project as shown on the **PLAN**.

**WHEREAS, TOWNSHIP** requires that a separate agreement and security be established to ensure construction of the through street and new configuration for Hill Road in compliance with **TOWNSHIP** Ordinances and Resolutions; and

**WHEREAS, DEVELOPER** is willing to provide a bond or irrevocable letter of credit to **TOWNSHIP** for the funds required to complete construction of the through street and the new configuration of Hill Road in compliance with the **PLAN** and the **TOWNSHIP'S** Ordinance and Resolutions.

**NOW, THEREFORE,** in consideration of the mutual covenants and promises contained therein, the parties do agree as follows:

**ARTICLE I: DEVELOPER** will obtain a bond or an irrevocable letter of credit in order to provide funds in the amount of Eight Hundred Forty Thousand Eight Hundred Nineteen Dollars and 52/100 (\$840,819.52) for the completion of the **PROPOSED REALIGNMENT** contemplated by the **PLAN** and the **DEVELOPER'S AGREEMENT**, and in accordance with the Opinion of Probable Cost attached to this Agreement as Exhibit "A".

**ARTICLE II:** A copy of the bond or the irrevocable letter of credit is attached to this Agreement as Exhibit "B" and is incorporated herein by reference.

**ARTICLE III: TOWNSHIP,** by its engineer or other designated person, will observe the construction of these improvements at progressive stages of completion as

deemed necessary by the **TOWNSHIP**.

**ARTICLE IV:** In the event any portion of these improvements are removed for any purpose, the reconstructed portion thereof must be re-observed in the same manner as provided for the original construction.

**ARTICLE V:** If **DEVELOPER** defaults or abandons the construction of these improvements as described herein, except under the circumstances described in **ARTICLE XI** hereunder, then in that event, **TOWNSHIP** may draw on the balance on the bond or irrevocable letter of credit and may complete the improvements.

The following shall be considered events of default under this Agreement (excepting failure to proceed with construction under the circumstances outlined in Article XI), whereupon **TOWNSHIP** shall be entitled to demand payment in full or complete any required improvements not yet completed or to correct or repair any unacceptable improvements:

(a) Failure to complete the improvements within the time allowed for completion;

(b) Abandonment of the project (abandonment shall be construed to mean failure to perform significant work on the project for a period of ninety (90) consecutive days after the project has been commenced);

(c) Failure to commence correction of any unacceptable construction within thirty (30) days written notice to **DEVELOPER** or failure to complete such corrections

within forty-five (45) days of commencement of correction;

(d) Entry by **DEVELOPER** into receivership, insolvency, voluntary or involuntary bankruptcy, or in the event the property upon which the improvements are constructed is listed for sheriff or tax sale; or

(e) Notice from **DEVELOPER'S** Bank to **TOWNSHIP** of its intent not to renew **DEVELOPER'S** irrevocable letter of credit.

**ARTICLE VI:** Upon completion of the work as described herein, the **DEVELOPER** shall, in writing, request a final observation. Upon determination by **TOWNSHIP** of satisfactory completion of the improvements under this Agreement, **TOWNSHIP** agrees to make a final observation and release **DEVELOPER** from any obligation to maintain the bond or the irrevocable letter of credit if the improvements meet **TOWNSHIP'S** specifications.

**ARTICLE VII:** **DEVELOPER** shall provide "as built" drawings for all improvements.

**ARTICLE VIII:** In the event that the improvements specified herein are not completed within one (1) year of the date hereof, except as otherwise provided for in Article XI, to the extent applicable. the Township may in accordance with the requirements of the Pennsylvania Municipalities Planning Code require additional security.

**ARTICLE IX:** All improvements are to be constructed in accordance

with the **PLAN** and in compliance with the Ordinances, Resolutions and Regulations of **TOWNSHIP**, all of which are by reference made a part hereof. It is agreed the Township will be paid by Developer for engineering expenses, legal expenses and like expenses incurred by the Township in performance of and the enforcement of this agreement. The Township Engineer has reviewed, among other things, the anticipated engineer costs to review and inspect the construction of all of the improvements anticipated by the **PLAN**, including those improvements as described herein, for the projected duration of the construction. **DEVELOPER** has deposited with the Township the sum of Sixty-One Thousand Nine Hundred Fifty-Six Dollars and 00/100 (\$61,956.00) (hereinafter "Escrow Fund") in connection with the other improvements to be completed, which shall also be available for the services in connection with the improvements described in this agreement. The Township shall administer the Escrow Fund without interest and disburse from the Escrow Fund payments to the Township Engineer, Township Solicitor, and all others for services in connection with all improvements related to this project, including those described herein, from time to time, and upon the receipt of invoices for services so provided. If any excess in funds exist in the Escrow Fund after the completion of all work and the dedication of all improvements and the payment of all invoices for all services provided, the excess funds shall be refunded to Developer. Should the balance of funds in the Escrow Fund fall below twenty-five percent (25%) of that originally posted, the Developer shall replenish

the funds to an amount equal to that originally posted, or to a lesser amount approved by the Township within fourteen (14) days of receipt of the Township's written request to replenish the Escrow Fund. The Township may cease all inspections, approvals, and like services until such time as the escrow account is properly funded per the above.

**ARTICLE X: DEVELOPER** agrees to pay all costs involved in establishing and servicing the bond or the irrevocable letter of credit

**ARTICLE XI:** The foregoing notwithstanding, it is expressly acknowledged that DEVELOPER cannot complete the Proposed Realignment without the consent and approval of PennDOT and several adjoining property owners. To the extent that such consents, despite Developer's efforts, cannot be obtained by the Developer or the Township if necessary, Developer shall, in full satisfaction of its obligations hereunder, make a one-time payment of Six Hundred Thousand Dollars (\$600,000.00) to the Township, which contribution will fully satisfy Applicants obligations to pay a Traffic Impact Fee for the project. The financial security provided for hereunder shall be released in its entirety if it is determined that the Proposed Realignment cannot proceed and upon payment of the aforementioned \$600,000.00 fee.

**ARTICLE XII:** This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

**ARTICLE XIII:** This Agreement is not transferable, without the consent of **TOWNSHIP**, which consent shall not be unreasonably withheld.



**ARTICLE XIII:** This Agreement sets forth the entire Agreement and understanding among the parties as to the subject matter thereof and may be amended subsequent to the date hereof in writing and signed by the party to be bound hereby.

**ARTICLE XIV:** The undersigned intend to be legally bound hereby and to bind their heirs, successors and assigns.

**ARTICLE XV:** Nothing contained herein shall be deemed to be a waiver of the Developer's rights under the Pennsylvania Municipalities Planning Code or other statute, including, but not limited to, the right to seek review of the Township's professional consultant's review fees and/or determination.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**EAST COCALICO TOWNSHIP**

\_\_\_\_\_  
LORENZO BONURA, Chairman  
Board of Supervisors

**DEVELOPER**  
**WRIGHT EBERSOLE LLC**  
By: Wright Partners

By: Cal Knight

EXHIBIT A



TECHNICON

Enterprises Inc., II

200 Bethlehem Drive  
Suite 201  
Morgantown, PA 19543

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

September 14, 2023

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

RE: Financial Security Development  
Wright Ebersole LLC  
Subdivision & Land Development  
New Hill Road Improvements  
TEI File No. 4035-138 R00

Gentlemen:

We have received a cost estimate from the applicant's consulting engineer for the required improvements for the eventual connection for the new configuration of Hill Road as part of the Wright Ebersole Subdivision & Land Development Project. Total construction costs for the improvements have been reviewed and found sufficient. In addition to these construction costs, there will be a Contingency fee of 10% assessed to the total financial security amount. We recommend that East Cocalico Township accept a financial security in the amount of \$840,819.52 to secure the cost of the proposed improvements and contingency.

It should be noted that a separate escrow will be established for engineering inspection and legal expenses to be provided by the applicant as part of the improvements guarantee agreement (IGA). A spreadsheet with the itemized breakdown of construction costs is enclosed for your convenience. Any questions pertaining to this recommendation should be directed to the undersigned at (610) 286-1622 ext. 101 or via email at [mreinert@technicon2.com](mailto:mreinert@technicon2.com).

Respectfully submitted,

Michael L. Reinert, P.E.  
Technicon Enterprises, Inc. II  
Township Engineer

cc: Tommy Ryan, Township Manager  
Matthew J. Creme, Jr., Esq, Township Solicitor  
Bill Rountree, P.E., Wright Partners  
Brian Atkins, P.E., SR3 Engineers  
TEI File: Municipal/East Cocalico/4035-138-R00 Wright Ebersole Land Development –  
New Hill Road.doc

WRIGHT EBERSOLE LLC 4036-138  
 PURECYCLE SUBDIVISION LAND DEVELOPMENT  
 NEW ROAD  
 EAST COCALICO TOWNSHIP  
 IMPROVEMENT ESCROW  
 RELEASE NO. 0 DATED: 9/14/2023



DESCRIPTION	NO.	UNIT	UNIT COST	ESTIMATED CONSTRUCTION COST	TOTAL PREVIOUSLY RELEASED	CURRENT RELEASE FROM ESCROW	PERCENT RELEASED TO DATE	BALANCE REMAINING IN ESCROW
<b>I MISCELLANEOUS</b>								
Remobilization	1	LS	\$10,000.00	\$10,000.00	\$0.00		0.00%	\$10,000.00
Layout	1	LS	\$10,000.00	\$10,000.00	\$0.00		0.00%	\$10,000.00
Subtotal:				\$20,000.00	\$0.00	\$0.00	0.00%	\$20,000.00
<b>II CLEARING &amp; DEMOLITION</b>								
Miscellaneous tree/brush removal	1	LS	\$10,000.00	\$10,000.00	\$0.00		0.00%	\$10,000.00
Subtotal:				\$10,000.00	\$0.00	\$0.00	0.00%	\$10,000.00
<b>III EROSION &amp; SEDIMENT CONTROL</b>								
Construction entrance	2	EA	\$5,000.00	\$10,000.00	\$0.00		0.00%	\$10,000.00
Compost filter sock	1000	LF	\$7.25	\$7,250.00	\$0.00		0.00%	\$7,250.00
Inlet protection	9	EA	\$95.00	\$855.00	\$0.00		0.00%	\$855.00
Subtotal:				\$18,105.00	\$0.00	\$0.00	0.00%	\$18,105.00
<b>IV BASIN 2</b>								
Strip topsoil	240	CY	\$1.59	\$381.60	\$0.00		0.00%	\$381.60
Cutfill	515	CY	\$1.95	\$1,004.25	\$0.00		0.00%	\$1,004.25
Respread topsoil	180	CY	\$3.25	\$617.50	\$0.00		0.00%	\$617.50
Erosion control blanket	5760	SF	\$0.19	\$1,092.50	\$0.00		0.00%	\$1,092.50
Outlet structure	1	EA	\$4,100.00	\$4,100.00	\$0.00		0.00%	\$4,100.00
Outflow pipe RCP 24"	165	LF	\$88.59	\$14,617.35	\$0.00		0.00%	\$14,617.35
Anti-sweep collar	1	EA	\$1,300.00	\$1,300.00	\$0.00		0.00%	\$1,300.00
Convert basin	1	LS	\$14,400.00	\$14,400.00	\$0.00		0.00%	\$14,400.00
Subtotal:				\$37,513.20	\$0.00	\$0.00	0.00%	\$37,513.20

**WRIGHT EBERSOLE LLC 4036-136**  
**PURECYCLE SUBDIVISION LAND DEVELOPMENT**  
**NEW ROAD**  
**EAST COCALICO TOWNSHIP**  
**IMPROVEMENT ESCROW**  
**RELEASE NO. 0 DATED: 9/14/2023**



DESCRIPTION	NO.	UNIT	UNIT COST	ESTIMATED CONSTRUCTION COST	TOTAL PREVIOUSLY RELEASED	CURRENT RELEASE FROM ESCROW	PERCENT RELEASED TO DATE	BALANCE REMAINING IN ESCROW															
<b>V. EARTHWORK</b>																							
Strip topsoil 12"	8122	CY	\$2.79	\$22,660.38	\$0.00	\$0.00	0.00%	\$22,660.38															
Cut/tillocompact	18224	CY	\$3.35	\$54,350.40	\$0.00	\$0.00	0.00%	\$54,350.40															
Respread topsoil	2700	CY	\$8.25	\$22,275.00	\$0.00	\$0.00	0.00%	\$22,275.00															
Seed, straw mulch & tack - perm	24300	SF	\$0.14	\$3,402.00	\$0.00	\$0.00	0.00%	\$3,402.00															
Subtotal:				\$102,687.78	\$0.00	\$0.00	0.00%	\$102,687.78															
<b>VI. STORM SEWER</b>																							
15" HDPE	452	LF	\$40.82	\$18,450.64	\$0.00	\$0.00	0.00%	\$18,450.64															
24" HDPE	126	LF	\$50.15	\$6,318.90	\$0.00	\$0.00	0.00%	\$6,318.90															
Inlet C	8	EA	\$4,320.00	\$38,880.00	\$0.00	\$0.00	0.00%	\$38,880.00															
Endwalls	2	EA	\$1,500.00	\$3,000.00	\$0.00	\$0.00	0.00%	\$3,000.00															
Rip rap aprons	10	TN	\$44.63	\$446.30	\$0.00	\$0.00	0.00%	\$446.30															
Subtotal:				\$67,085.84	\$0.00	\$0.00	0.00%	\$67,085.84															
<b>VII. PAVING/E.T.C. NEW ROAD</b>																							
Concrete curb	4864	LF	\$17.75	\$86,336.00	\$0.00	\$0.00	0.00%	\$86,336.00															
Stone base - 2A modified	5428	SY	\$4.95	\$26,858.70	\$0.00	\$0.00	0.00%	\$26,858.70															
Superpave 25mm	5426	SY	\$38.00	\$206,188.00	\$0.00	\$0.00	0.00%	\$206,188.00															
Superpave 19mm	5428	SY	\$12.91	\$70,049.88	\$0.00	\$0.00	0.00%	\$70,049.88															
Superpave 9.5mm	5426	SY	\$10.75	\$58,328.50	\$0.00	\$0.00	0.00%	\$58,328.50															
Concrete sidewalks - included ramp / detectable warning	5390	SF	\$10.43	\$56,217.70	\$0.00	\$0.00	0.00%	\$56,217.70															
Line painting & signs	1	LS	\$5,000.00	\$5,000.00	\$0.00	\$0.00	0.00%	\$5,000.00															
Subtotal:				\$508,979.56	\$0.00	\$0.00	0.00%	\$508,979.56															
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"></td> <td style="width: 10%; text-align: center;">Construction Cost:</td> <td style="width: 10%; text-align: right;">\$764,381.38</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">\$764,381.38</td> </tr> <tr> <td></td> <td style="text-align: center;">Contingencies (10%):</td> <td style="text-align: right;">\$76,438.14</td> <td></td> <td style="text-align: right;">\$76,438.14</td> </tr> <tr> <td colspan="4"><b>Total:</b></td> <td style="text-align: right;"><b>\$840,819.52</b></td> </tr> </table>										Construction Cost:	\$764,381.38		\$764,381.38		Contingencies (10%):	\$76,438.14		\$76,438.14	<b>Total:</b>				<b>\$840,819.52</b>
	Construction Cost:	\$764,381.38		\$764,381.38																			
	Contingencies (10%):	\$76,438.14		\$76,438.14																			
<b>Total:</b>				<b>\$840,819.52</b>																			

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

Parcel ID #: 080-48746-0-00000; 080-55072-0-0000  
East Cocalico Township

## **STORMWATER MANAGEMENT AND EASEMENT AGREEMENT**

**BY AND BETWEEN**, Wright Ebersole LLC, a Pennsylvania limited liability, with an address of P.O. Box 1908, Media, PA 19063 (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 the properties located at 2152 and 2170 N. Reading Road, Denver, PA 17517 located in the Township of East Cocalico, County of Lancaster and Commonwealth of Pennsylvania as described in a Deed dated February 9, 2010, and recorded February 17, 2010, in the Recorder of Deeds Office of Lancaster County, Pennsylvania, at Instrument #6649064, Parcel ID#080-48746-0-0000 and 080-55072-0-0000 (hereinafter referred to as the “**PREMISES**”); and

**WHEREAS, GRANTOR** has submitted a Plan entitled Final Subdivision and Land Development Plan for Purecycle for Wright Ebersole LLC, prepared by SR3 Engineers LLC, Project No. 022-15, dated March 25, 2022, and any subsequent revisions prior to approval (hereinafter referred to as the “**PLAN**”); and

**WHEREAS, GRANTOR** is required to construct stormwater management facilities and BMPs on the **PREMISES**, including but not limited to, stormwater inlets and conveyance facilities (swale/storm sewer), dry extended detention basin facility, managed release concept BMP facility, level spreaders, and landscape restoration areas

within the site; 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,** an 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 **PLAN**.

**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 construct in accordance with the **PLAN**.

2. In the event that **GRANTOR** does not construct the stormwater management facilities in accordance with the **PLAN**, 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 **PLAN**.

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 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. **GRANTOR** shall provide to the **TOWNSHIP** an inspection report on or before August 1<sup>st</sup> of each calendar year. The failure of **GRANTOR** to submit such inspection report shall constitute a violation of this Agreement.

4. After construction of the stormwater management facilities, **GRANTOR** agrees 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 **PLAN** and on Exhibit A attached hereto. Exhibit A includes a general outline of the key operation and maintenance activities for the convenience of **GRANTOR**. 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 following **GRANTOR'S** failure to do so upon appropriate notice to **GRANTOR** of the alleged deficiency, 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.

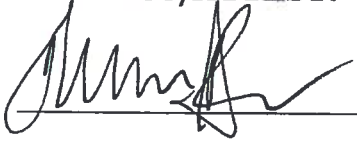
6. This Easement Agreement is being executed in conjunction with an Improvement Guarantee Agreement including financial security.

7. This Easement Agreement shall run with the land.

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

DATED this 9<sup>th</sup> day of November, 2023.

WITNESS/ATTEST:

  
\_\_\_\_\_

**WRIGHT EBERSOLE LLC**

**By: Wright Partners**

By: Carl Wright

Name: Carl Wright

Position: Manager

ATTEST:

\_\_\_\_\_

**EAST COCALICO TOWNSHIP**

\_\_\_\_\_  
Lorenzo Bonura, Chairman  
Board of Supervisors



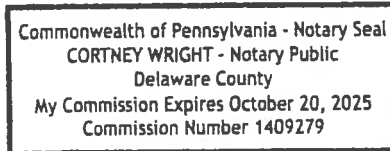
**COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF DELAWARE**

ON THIS, the 9<sup>th</sup> day of November, 2023, before me, the undersigned officer, personally appeared Carl Wright, who acknowledged him/herself to be Manager of Wright Ebersole Properties, LLC by Wright Partners LLC, a limited liability company, 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.

Cortney Wright  
NOTARY PUBLIC

My Commission Expires: 10/20/2025



**COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF LANCASTER**

**ON THIS**, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared, **LORENZO BONURA** who acknowledged himself to be the Chairman of 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:



## **OPERATION AND MAINTENANCE**

OWNERSHIP AND MAINTENANCE OF ALL STORMWATER MANAGEMENT AND OTHER ON-SITE BMPS SHALL BE THE RESPONSIBILITY OF THE CURRENT PRIVATE PROPERTY OWNER AND ANY SUBSEQUENT PROPERTY OWNER SHALL ALSO PRIVATELY OWN AND MAINTAIN SAID BMPS THEREAFTER TO ASSURE THAT THE CONDITION AND FUNCTIONALITY OF THE FACILITIES REMAINS AS DESIGNED AND INTENDED.

ALL WASTES AND MATERIALS DEPOSITED IN AND REMOVED FROM POST-CONSTRUCTION STORMWATER (PCSM) BMP FACILITIES AND FROM IMPERVIOUS AREAS DURING OPERATION AND MAINTENANCE SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE §260.1 ET SEQ., §271.1 ET SEQ., AND §287.1 ET SEQ. NO MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE.

THE OWNER SHALL ALSO BE RESPONSIBLE FOR INSPECTING AND MONITORING ALL SYSTEMS AND DOCUMENTING SAID ACTIVITY ON A REGULAR BASIS IN ACCORDANCE WITH THE FOLLOWING GENERAL PRACTICES:

THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL ON-SITE FEATURES INCLUDING BUT NOT LIMITED TO LEVEL SPREADERS, DEEP STORMWATER STRUCTURES, EXISTING STREAM CULVERTS, ETC.

### **SWM/BMP FACILITIES #1 (MANAGED RELEASE CONCEPT)**

#### **1. INSPECTIONS**

- A. THE BMP SHOULD BE INSPECTED AFTER MEASURABLE RUNOFF EVENTS (>0.25 INCHES) AND MAKE SURE THAT RUNOFF DRAINS DOWN WITHIN 72 HOURS. MOSQUITO'S SHOULD NOT BE A PROBLEM IF THE WATER DRAINS IN 72 HOURS. MOSQUITOES REQUIRE A CONSIDERABLY LONG BREEDING PERIOD WITH RELATIVELY STATIC WATER LEVELS.
- B. GENERAL INSPECTIONS SHALL BE PERFORMED TWICE PER YEAR. INSPECTIONS OF THE BMP SHALL INCLUDE BUT NOT BE LIMITED TO:
  - 1.1. STRUCTURAL INTEGRITY AND OPERATION OF THE OUTLET STRUCTURE AND APPURTENANCES, INCLUDING THE UNDERDRAIN.
    - 1.1.1. THE UNDERDRAIN CAN BE INSPECTED BY REMOVING THE PVC CAP INSIDE THE OUTLET STRUCTURE.
    - 1.1.2. VERIFY ALL ORIFICES ARE OPERATING AT FULL CAPACITY.
  - 1.2. COLLECTION, STORAGE, AND RELEASE OF STORMWATER IN ACCORDANCE WITH THE BMP'S DESIGN.
    - 1.2.1. THE FACILITY SHOULD DEWATER WITHIN 63.5 HOURS OF THE END OF A STORM EVENT.
  - 1.3. SEDIMENT AND DEBRIS ACCUMULATION.

- 1.3.1. NO SEDIMENT SHOULD BE COLLECTING IN THE FACILITY. ANY SEDIMENT FOUND SHALL BE REMOVED. THE SOURCE OF THE SEDIMENTATION SHALL BE INVESTIGATED AND REMEDIED.
- 1.4. CONDITION AND GROWTH OF VEGETATION.
  - 1.4.1. THE PLANTINGS SHALL BE INSPECTED FOR GENERAL HEALTH. RE-SEED ANY BARE OR UNVEGETATED AREAS.
- 1.5. CONDITION AND FUNCTIONALITY OF PLANTING SOIL MIXTURE.
  - 1.5.1. THE SOIL SHALL NOT BE COMPACTED AND SHALL INFILTRATE STORMWATER QUICKLY DURING SMALL STORM EVENTS.
- 1.6. GENERAL SAFETY AND OPERATION.
- 1.7. DEVELOPMENT OF SINKHOLES.
  - 1.7.1. SINKHOLES SHALL BE IMMEDIATELY REPORT TO THE CONSERVATION DISTRICT AND DESIGN ENGINEER.
- 1.8. SIGNS OF WATER CONTAMINATION/SPILLS.
  - 1.8.1. CONTAMINATION IN THE FACILITY SHALL BE IMMEDIATELY CLEANED. THE SOURCE OF THE CONTAMINATION SHALL BE INVESTIGATED AND REMEDIED.
- 1.9. SLOPE STABILITY IN BMP BERM.
  - 1.9.1. THE BERM SHALL BE INVESTIGATED FOR SLUMPING, SUBSIDENCE, AND EROSION. CONTACT THE CONSERVATION DISTRICT AND DESIGN ENGINEER IF LARGE PROBLEMS ARE DISCOVERED THAT ARE NOT CORRECTED WITHOUT EQUIPMENT.
- 1.10. SOIL MEDIA COMPACTION IN BMP BOTTOM
  - 1.10.1. FOR ANY STORMS THAT CREST OVER THE GRATE ELEVATIONS IN THE BASIN, AFTER THE WATER RECEDES, THE OPERATOR SHOULD INSPECT THE SOIL MEDIA FOR COMPACTION, AND REMEDIATE AS NECESSARY IF COMPACTION HAS OCCURRED.
- C. IN THE EVENT THAT A DEFICIENCY IS DISCOVERED DURING THE ABOVE INSPECTIONS, IMMEDIATE REMEDIATION SHOULD OCCUR IN ORDER TO RESTORE THE DEFICIENT BMP IN ACCORDANCE WITH THE APPROVED DESIGN. CONTACT THE DESIGN ENGINEER AS NEEDED FOR RECOMMENDATIONS.

## 2. MAINTENANCE

- A. VEGETATION CONTRIBUTING TO AND ADJACENT TO THE BMP SHALL BE MAINTAINED IN ACCORDANCE WITH THE APPROVED PLAN AND IN ACCORDANCE WITH MUNICIPAL ORDINANCES. THE VEGETATION ALONG THE SURFACE OF THE BMP SHOULD BE MAINTAINED IN GOOD CONDITION, AND ANY BARE SPOTS REVEGETATED AS SOON AS POSSIBLE. PERFORM AS NEEDED THROUGHOUT THE YEAR.
- B. VEHICLES SHOULD NOT BE PARKED OR DRIVEN ON THE BMP, AND CARE SHOULD BE TAKEN TO AVOID EXCESSIVE COMPACTION BY MOWERS.

- C. REMOVE ACCUMULATED SEDIMENT AND DEBRIS FROM THE BMP AS REQUIRED. PROPERLY DISPOSE OF SEDIMENT IN ACCORDANCE WITH PADEP REGULATIONS. RESTORE ORIGINAL CROSS-SECTION. FLOATABLE DEBRIS THAT MAY IMPACT THE OPERATION OF THE OUTLET STRUCTURE SHALL BE REMOVED IMMEDIATELY. PERFORM DURING TWICE YEARLY INSPECTIONS.
- D. CATCH BASINS AND INLETS (UPGRADIENT OF THE BMP) SHOULD BE INSPECTED AND CLEANED AT LEAST TWO TIMES PER YEAR AND AFTER RUNOFF EVENTS GREATER THAN 2".
- E. THE UNDERDRAINS AND THE INTERIOR OF THE OUTLET STRUCTURES SHALL BE MONITORED AND CLEANED OUT DURING THE TWICE YEARLY INSPECTIONS. UNDERDRAINS SHALL BE FLUSHED AS NECESSARY, BUT NO LESS THAN ONCE YEARLY.
- F. BASIN STRUCTURES, INCLUDING FOREBAYS AND STONE FILTERS, SHOULD BE INSPECTED FOR CLOGGING AND EXCESSIVE DEBRIS AND SEDIMENT ACCUMULATION AT LEAST FOUR TIMES PER YEAR, AS WELL AS AFTER EVERY STORM GREATER THAN 1 INCH.
- G. ROUTINE DOCUMENTATION OF DRAINAGE AREAS SHALL BE DONE TO CONFIRM ACCURACY IN ACCORDANCE WITH PROPOSED DRAINAGE MAPS. PROPOSED FEATURES SHALL MANAGE THE DRAINAGE AREAS AND ABSENCE OF UNINTENDED BYPASS SHALL BE CONFIRMED.
- H. CARE SHOULD BE TAKEN TO AVOID EXCESSIVE COMPACTION BY MOWERS. MOW ONLY AS APPROPRIATE FOR VEGETATIVE SPECIES. ALL EXCESS BIO-MASS FROM VEGETATION MOWING/MAINTENANCE SHALL BE REMOVED ON A REGULAR BASIS.

**SWM/BMP FACILITIES #2 (DRY EXTENDED DETENTION BASIN)**

**1. INSPECTIONS**

- A. THE BMP SHOULD BE INSPECTED AFTER RUNOFF EVENTS AND MAKE SURE THAT RUNOFF DRAINS DOWN WITHIN 72 HOURS. MOSQUITO'S SHOULD NOT BE A PROBLEM IF THE WATER DRAINS IN 72 HOURS. MOSQUITOES REQUIRE A CONSIDERABLY LONG BREEDING PERIOD WITH RELATIVELY STATIC WATER LEVELS.
- B. GENERAL INSPECTIONS SHALL BE PERFORMED TWICE PER YEAR. INSPECTIONS OF THE BMP SHALL INCLUDE BUT NOT BE LIMITED TO:
  - 1.1. STRUCTURAL INTEGRITY AND OPERATION OF THE OUTLET STRUCTURE AND APPURTENANCES.
    - 1.1.1. VERIFY ALL ORIFICES ARE OPERATING AT FULL CAPACITY.
  - 1.2. COLLECTION, STORAGE, AND RELEASE OF STORMWATER IN ACCORDANCE WITH THE BMP'S DESIGN.
    - 1.2.1. THE FACILITY SHOULD DEWATER WITHIN 72 HOURS OF THE END OF A STORM EVENT.
  - 1.3. SEDIMENT AND DEBRIS ACCUMULATION.

- 1.3.1. NO SEDIMENT SHOULD BE COLLECTING IN THE FACILITY. ANY SEDIMENT FOUND SHALL BE REMOVED. THE SOURCE OF THE SEDIMENTATION SHALL BE INVESTIGATED AND REMEDIED.
- 1.4. CONDITION AND GROWTH OF VEGETATION.
  - 1.4.1. THE PLANTINGS SHALL BE INSPECTED FOR GENERAL HEALTH. RE-SEED ANY BARE OR UNVEGETATED AREAS.
- 1.5. CONDITION AND FUNCTIONALITY OF PLANTING SOIL MIXTURE.
  - 1.5.1. THE SOIL SHALL NOT BE COMPACTED.
- 1.6. GENERAL SAFETY AND OPERATION.
- 1.7. DEVELOPMENT OF SINKHOLES.
  - 1.7.1. SINKHOLES SHALL BE IMMEDIATELY REPORT TO THE CONSERVATION DISTRICT AND DESIGN ENGINEER.
- 1.8. SIGNS OF WATER CONTAMINATION/SPILLS.
  - 1.8.1. CONTAMINATION IN THE FACILITY SHALL BE IMMEDIATELY CLEANED. THE SOURCE OF THE CONTAMINATION SHALL BE INVESTIGATED AND REMEDIED.
- 1.9. SLOPE STABILITY IN BMP BERM.
  - 1.9.1. THE BERM SHALL BE INVESTIGATED FOR SLUMPING, SUBSIDENCE, AND EROSION. CONTACT THE CONSERVATION DISTRICT AND DESIGN ENGINEER IF LARGE PROBLEMS ARE DISCOVERED THAT ARE NOT CORRECTED WITHOUT EQUIPMENT.
- C. IN THE EVENT THAT A DEFICIENCY IS DISCOVERED DURING THE ABOVE INSPECTIONS, IMMEDIATE REMEDIATION SHOULD OCCUR IN ORDER TO RESTORE THE DEFICIENT BMP IN ACCORDANCE WITH THE APPROVED DESIGN. CONTACT THE DESIGN ENGINEER AS NEEDED FOR RECOMMENDATIONS.

## **2. MAINTENANCE**

- A. VEGETATION CONTRIBUTING TO AND ADJACENT TO THE BMP SHALL BE MAINTAINED IN ACCORDANCE WITH THE APPROVED PLAN AND IN ACCORDANCE WITH MUNICIPAL ORDINANCES. THE VEGETATION ALONG THE SURFACE OF THE BMP SHOULD BE MAINTAINED IN GOOD CONDITION, AND ANY BARE SPOTS REVEGETATED AS SOON AS POSSIBLE. PERFORM AS NEEDED THROUGHOUT THE YEAR.
- B. VEHICLES SHOULD NOT BE PARKED OR DRIVEN ON THE BMP, AND CARE SHOULD BE TAKEN TO AVOID EXCESSIVE COMPACTION BY MOWERS.
- C. REMOVE ACCUMULATED SEDIMENT AND DEBRIS FROM THE BMP AS REQUIRED. PROPERLY DISPOSE OF SEDIMENT IN ACCORDANCE WITH PADEP REGULATIONS. RESTORE ORIGINAL CROSS-SECTION. FLOATABLE DEBRIS THAT MAY IMPACT THE OPERATION OF THE OUTLET STRUCTURE SHALL BE REMOVED IMMEDIATELY. PERFORM DURING TWICE YEARLY INSPECTIONS.

- D. CATCH BASINS AND INLETS (UPGRADIENT OF THE BMP) SHOULD BE INSPECTED AND CLEANED AT LEAST TWO TIMES PER YEAR AND AFTER RUNOFF EVENTS GREATER THAN 2".
- E. ALL ORIFICES, AND THE INTERIOR OF THE OUTLET STRUCTURE SHALL BE CLEANED OUT DURING THE TWICE YEARLY INSPECTIONS.
- F. BASIN STRUCTURES, INCLUDING FOREBAYS AND STONE FILTERS, SHOULD BE INSPECTED FOR CLOGGING AND EXCESSIVE DEBRIS AND SEDIMENT ACCUMULATION AT LEAST FOUR TIMES PER YEAR, AS WELL AS AFTER EVERY STORM GREATER THAN 1 INCH.
- G. ROUTINE DOCUMENTATION OF DRAINAGE AREAS SHALL BE DONE TO CONFIRM ACCURACY IN ACCORDANCE WITH PROPOSED DRAINAGE MAPS. PROPOSED FEATURES SHALL MANAGE THE DRAINAGE AREAS AND ABSENCE OF UNINTENDED BYPASS SHALL BE CONFIRMED.
- H. MOWING AND/OR TRIMMING OF VEGETATION SHOULD BE PERFORMED AS NECESSARY TO SUSTAIN THE SYSTEM, BUT ALL DETRITUS SHOULD BE REMOVED FROM THE BASIN. ALL EXCESS BIO-MASS FROM VEGETATION MOWING/MAINTENANCE SHALL BE REMOVED ON A REGULAR BASIS.

#### **PERMANENT CHANNEL**

##### **1. OPERATION AND MAINTENANCE SCHEDULE**

- A. THE VEGETATION FOR THE BMP AND CONTRIBUTING DRAINAGE AREA SHOULD BE MAINTAINED IN GOOD CONDITION, AND ANY BARE SPOTS RE-VEGETATED.
- B. INSPECT AT LEAST TWO TIMES PER YEAR AFTER RUNOFF EVENTS GREATER THAN 0.25 INCH OVER A 24-HOUR PERIOD.
- C. AT LEAST TWO TIMES PER YEAR, OR MORE IF HISTORICAL MAINTENANCE INDICATE IT IS NECESSARY, INSPECT FOR ACCUMULATION OF SEDIMENT, EROSION, SIGNS OF WATER CONTAMINATION/SPILLS, AND INSTABILITY. LEAF LITTER SHALL BE REMOVED ANNUALLY. INSPECT FOR POOLS OF STANDING WATER, DISCHARGE TO AN APPROVED LOCATION, AND DESIGN GRADES. INSPECT CHANNEL INLET (CURB CUTS, PIPES, ETC.) AND OUTLET FOR SIGNS OF EROSION OR BLOCKAGE, CORRECT AS NEEDED
- D. MOW AND TRIM VEGETATION TO ENSURE SAFETY, AESTHETICS, PROPER CHANNEL OPERATION, OR TO SUPPRESS WEEDS AND INVASIVE VEGETATION.VEGETATION HEIGHT SHALL BE KEPT TO <2" TO MAINTAIN A HEALTHY LAWN. MOW ONLY WHEN CHANNEL IS DRY TO AVOID RUTTING.
- E. AFTER ANY REMEDIATION OCCURS AND THE BMP CONTINUES TO BE DEFICIENT IN MEETING THE DESIGN SPECIFICATION, THE BMP IS CONSIDERED TO HAVE FAILED. THE OWNER SHALL CONTACT THE ENGINEER AND COUNTY CONSERVATION DISTRICT FOR REMEDIAL DESIGN.



## **LEVEL SPREADER #1 & #2**

### **1. INSPECTIONS**

- A. THE AREA BELOW A LEVEL SPREADER SHOULD BE INSPECTED FOR CLOGGING, DENSITY OF VEGETATION, DAMAGE BY FOOT OR VEHICULAR TRAFFIC, EXCESSIVE ACCUMULATIONS, AND CHANNELIZATION. INSPECTIONS SHOULD BE MADE ON A QUARTERLY BASIS FOR THE FIRST TWO YEARS FOLLOWING INSTALLATION, AND THEN ON A SEMIANNUAL BASIS THEREAFTER. INSPECTIONS SHOULD ALSO BE MADE AFTER EVERY STORM EVENT GREATER THAN 1-INCH.
- B. THE LEVEL SPREADER IS TO BE INSPECTED TO ENSURE A STABILIZED FLOW PATH FROM THE BMP TO THE STREAM. ANY OBSERVED EROSION SHALL BE ADDRESSED.

### **2. MAINTENANCE**

- A. CATCH BASINS AND INLETS DRAINING TO A LEVEL SPREADER SHOULD BE INSPECTED AND CLEANED ON AN ANNUAL BASIS.
- B. THE RECEIVING LAND AREA SHOULD BE IMMEDIATELY RESTORED TO DESIGN CONDITIONS AFTER ANY DISTURBANCE. VEGETATED AREAS SHOULD BE SEEDED AND BLANKETED.
- C. MAINTAINING A VIGOROUS VEGETATIVE COVER ON THE AREAS BELOW A LEVEL SPREADER IS CRITICAL FOR MAXIMIZING POLLUTANT REMOVAL EFFICIENCY AND EROSION PREVENTION. IF VEGETATIVE COVER IS NOT FULLY ESTABLISHED WITHIN THE DESIGNATED TIME, IT MAY NEED TO BE REPLACED WITH AN ALTERNATIVE SPECIES. UNWANTED OR INVASIVE GROWTH SHOULD BE REMOVED ON AN ANNUAL BASIS. BIWEEKLY INSPECTIONS ARE RECOMMENDED FOR AT LEAST THE FIRST GROWING SEASON, OR UNTIL THE VEGETATION IS PERMANENTLY ESTABLISHED. ONCE THE VEGETATION IS ESTABLISHED, INSPECTIONS OF HEALTH, DIVERSITY, AND DENSITY SHOULD BE PERFORMED AT LEAST TWICE PER YEAR, DURING BOTH THE GROWING AND NON-GROWING SEASON.
- D. CONCRETE CURB LEVEL SPREADER AND THE FLOW PATH FROM THE LEVEL SPREADER SHALL BE MONITORED AND MAINTAINED IN ORDER TO ENSURE THE LONG-TERM FUNCTION OF THE FEATURE AND STABILITY OF THE FLOW PATH INTO THE STREAM.

## **LANDSCAPE RESTORATION AREAS**

### **1. MAINTENANCE**

- A. ASSIGN RESPONSIBILITIES FOR WATERING, WEEDING, MOWING, AND MAINTENANCE, AND MONITOR SITE REGULARLY FOR GROWTH AND POTENTIAL PROBLEMS.
- B. MOWING OF FOREST RESTORATION AREAS PLANTED WITH A PROPER COVER CROP SHALL OCCUR ANNUALLY IN ORDER TO CONTROL INVASIVE SPECIES.
- C. A CAREFULLY SELECTED HERBICIDE SHALL BE APPLIED AROUND THE PROTECTIVE TREE SHELTERS/TUBES AS NECESSARY, AND REINFORCED BY SELECTIVE CUTTING/MANUAL REMOVAL, IF NECESSARY, FOR THE FIRST 2 TO 3 YEARS OF INITIAL GROWTH.

- D. SEASONAL OR BURNING OF MEADOW MAY BE REQUIRED AS NECESSARY. IN THE FIRST YEAR WEEDS MUST BE CAREFULLY CONTROLLED AND CONSISTENTLY MOWED BACK TO 4-6 INCHES TALL WHEN THEY REACH 12 INCHES IN HEIGHT. IN THE SECOND YEAR, WEEDS SHOULD CONTINUE TO BE MONITORED AND MOWED AND RHIZOMATOUS WEEDS SHOULD BE HAND TREATED WITH HERBICIDE. WEEDS SHOULD NOT BE SPRAYED WITH HERBICIDE AS THE DRIFT FROM THE SPRAY MAY KILL LARGE PATCHES OF DESIRABLE PLANTS, ALLOWING WEEDS TO MOVE N TO THESE NEW OPEN AREAS. IN THE BEGINNING OF THE THIRD SEASON, THE YOUNG MEADOW SHOULD BE BURNED OFF IN MID-SPRING. IF BURNING IS NOT NECESSARY, THE MEADOW SHOULD BE MOWED VERY CLOSELY TO THE GROUND INSTEAD. THE MOWED MATERIAL SHOULD BE REMOVED FROM THE SITE TO EXPOSE THE SOIL TO THE SUN.

**STORM SYSTEM CONVEYANCE FACILITIES**

STORM SYSTEM CONVEYANCE FACILITIES (INLETS, PIPING, ROOF LEADERS, SWALES, ETC.,) SHOULD BE INSPECTED ANNUALLY FOR PROPER FUNCTION, OPERATION, STRUCTURAL CONDITION, ACCUMULATED SEDIMENT AND DEBRIS. ANY DEFICIENCIES SHALL BE DOCUMENTED AND REPORTED FOR MAINTENANCE.

PRIOR TO RECORDING THE APPROVED POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN, THE OWNER SHALL ALSO ENTER INTO A STORMWATER FACILITIES AND BMP MAINTENANCE AND MONITORING AGREEMENT WITH THE TOWNSHIP. THE AGREEMENT SHALL OUTLINE PROVISIONS FOR OWNERSHIP, MAINTENANCE AND CONTROL OF FACILITIES AS WELL AS PROVISIONS FOR ACCESS BY TOWNSHIP PERSONNEL FOR INSPECTION OF THE FACILITIES DEEMED CRITICAL TO THE PUBLIC WELFARE ON A REGULAR BASIS AND FOLLOWING MAJOR STORM EVENTS. MAINTENANCE AND OBSERVATION ACTIVITIES SHALL BE DOCUMENTED IN A REPORT AND SHALL BE MADE AVAILABLE FOR THE TOWNSHIP.

Prepared By & Return To:  
Bernadette M. Hohenadel  
Nikolaus & Hohenadel, LLP  
212 N. Queen Street  
Lancaster, PA 17603  
717-299-3726

Parcel Nos: 080-48746-0-00000; 080-55072-0-0000 East Cocalico Township

### **HOP INDEMNIFICATION AGREEMENT**

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **WRIGHT EBERSOLE, LLC** a Pennsylvania limited liability company with its principal address at Post Office Box 1908, Media, PA 19063 (hereinafter referred to as "Developer"), and **EAST COCALICO TOWNSHIP**, Lancaster County, Pennsylvania, a second-class township duly organized under the laws of the Commonwealth of Pennsylvania with its municipal offices located at 100 Hill Road, Denver, Lancaster, Pennsylvania 17577 (hereinafter referred to as the "Township").

### **BACKGROUND**

Developer is the legal owner of certain parcels of land identified as 2152 N. Reading Road, Parcel ID No. 080-48746-0-0000, and 2170 N. Reading Road, Parcel ID No. 080-55072-0-0000, East Cocalico Township, Lancaster County, together comprising approximately 34 acres of land as shown on the Subdivision and Land Development Plan for Pure Cycle, prepared by SR3 Engineers LLC, including supplemental Drawings for Highway Occupancy Plans, and as described in a deed recorded in the Office of Recorder of Deeds for Lancaster County at Document No. 6649064 (collectively the "Premises").

Developer desires to install certain roadway improvements (the "Improvements") within the right-of-way of Colonel Howard Boulevard (SR1040) and N. Reading Road (SR 0272), a state highway under the jurisdiction of the Pennsylvania Department of Transportation ("PennDOT") in accordance with the plans and specifications shown on Final Subdivision and Land Development Plan for Pure Cycle for Wright Ebersole, LLC, prepared by SR3 Engineers LLC, Project No. 022-15, dated March 25, 2022, and all subsequent revisions (the "PennDOT Construction Plans"). The Improvements to be constructed include the following:

1. offsite improvements on Colonel Howard Boulevard, SR 1040, SEG 0011 OFF 0000-0500, through elongation of left turning lane by removal of some portions of existing mountable median, restriping of existing roadway on N. Reading Road, SR 0272, SEG 0850 to SEG 0660 OFF 264 (EPS Application 321266), and modify the signal phasing and operation at N, Reading Road, Denver Road, and Colonel Howard Boulevard in accordance with the approved TIS;
2. drainage improvements on N. Reading Road, SR 0272, consisting of placement of proposed inlets and associated pipe with the right-of-way, SR 0272. SEG 860, OFF 608 to SEF 870, OFF 278 (Application 316042);

PennDOT has informed the Developer and the Township that PennDOT will require the issuance of highway occupancy permits ("HOPs") in order to permit the installation of the Improvements within its right-of-way. PennDOT requires that the Township be the permittee and assume responsibilities and potential future liabilities relating to the Improvements. The Township is willing to be the permittee of the HOPs if Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless the Township against all claims which may relate to the Improvements and to reimburse the Township for all costs which the Township may be required to expend for the use, location, installation, maintenance, or repair of the Improvements. It is the intention of the Developer, its successors and assigns, to assume all obligations and liabilities and to indemnify and hold harmless the Township from any claims, loss, damage, or liability as a result of the Township being the permittee under the HOPs.

**NOW, THEREFORE**, intending to be legally bound hereby and in consideration of the Township's agreement to be the permittee of the HOPs as requested by Developer, and in consideration of receiving permits from the Township to develop the Premises, Developer, for Developer and the successors and assigns of Developer, covenants and declares as follows:

1. The foregoing background recitals are incorporated into and make a substantive part of this Agreement.
2. Developer hereby undertakes to indemnify and hold the Township harmless from any and all liability, loss, or damage which the Township, its officers, officials, agents, and employees (collectively "Indemnitees") may suffer by reason of any and all claims, demands, costs, or judgments of any type arising against any of the Indemnitees as a result of or related in any manner to (a) the Township being designated as permittee under the HOPs; (b) Developer's installation of the Improvements pursuant to the HOPs including, but not limited to, claims, demands, costs, or judgments of any type arising as a result of any and all activities by Developer, its agents, employees, contractors, or others on the Premises or within the area to which the HOPs apply; (c) any actions taken by Developer, its agents, employees, contractors, or others pursuant to or in violation of the HOPs; (d) any failure of Developer, its agents, employees, contractors, or others to conform to all pertinent statutes, ordinances, rules, regulations, or other requirements of any governmental authority, including but not limited to PennDOT, in connection with the HOPs; or (e) any actions or claims by PennDOT against Indemnities with respect to the HOPs or the subject thereof. It is the intent of this Paragraph to absolve and protect the Township, the Commonwealth, and their respective officers, officials, agents, and employees from any and all liability or loss by reason of the Township being the permittee under the HOPs and the use, location, installation, maintenance, or repair of the Improvements.
3. During the construction of the Improvements, Developer shall obtain and maintain the insurance coverages as follows: commercial general liability insurance, including contractual liability insurance, care, custody and/or control insurance coverage, and any other insurance coverages required by PennDOT and the Township as permittee. Developer shall submit to the Township a certificate or certificates of insurance naming the Township and PennDOT as additional insureds and evidencing the foregoing insurance coverages, in the form and amount satisfactory to the Township.

4. All improvements shall be installed, constructed, and maintained by Developer, its successors and assigns, in conformance with the specifications stated in the PennDOT Construction Plans, and in a manner sufficient to meet or exceed the design standard. These responsibilities shall include, but not be limited to, the following:

- a. Regular inspection of the Improvements to assure proper implementation of maintenance and care.
- b. All Improvements shall be kept free of any debris or other obstruction.

5. Developer, for itself, its successors and assigns, agrees that it is responsible for all costs associated with the use, location, installation, maintenance, and repair of the Improvements. Developer, for itself, its successors and assigns, agrees that the failure to maintain all Improvements in conformance with this Agreement and the PennDOT Construction Plans shall constitute a nuisance and shall be abatable by the Township as such.

6. The Township may require that Developer, its successors or assigns, or any future owner or occupier of the Premises, or any part thereof, take such corrective measures as the Township may deem reasonably necessary to bring the Improvements into compliance with this Agreement and with the PennDOT Construction Plans. Upon the failure of the owner or occupier of the Premises to properly maintain the Improvements as required by this Agreement or to take corrective measures following thirty (30) days' notice from the Township, the Township, through its authorized representatives, may take such corrective measures as it deems reasonably necessary to bring the Improvements into compliance with this Agreement and with the PennDOT Construction Plans, including, but not limited to, the removal of any blockage or obstruction from Improvements, and similar conditions which may develop within or adjacent to any Improvements. Developer shall reimburse the Township within thirty (30) days of receipt of an invoice for costs related in any manner to any installation, maintenance, or repair which the Township, through its employees or contractors, performs on the Improvements or any costs related in any manner to installation, maintenance, or repair of the Improvements which PennDOT, through its employees or contractors, incurs and charges to the Township. If Developer, its successors and assigns, fails to make such payment, the Township shall have the right to impose a penalty in the amount of ten (10%) percent of the cost of such payment. The Township may collect the costs plus the penalty in any manner allowed by law including, but not limited to, the filing of a municipal claim against the Premises for the costs, penalty, and attorneys' fees incurred in the preparation and filing of the municipal claim and the collection of the amount owing to the Township.

7. The Township may, in addition to the remedies prescribed herein, proceed with any action at law or in equity to bring about compliance with the PennDOT Construction Plans and this Agreement.

8. Developer, for itself and its successors and assigns and for all future owners of the Premises or any part thereof, agrees to fully perform all conditions and covenants of this Agreement. Developer specifically agrees that substantial compliance with any terms and conditions of this Agreement will not be accepted by the Township.

9. The obligations of Developer under this Agreement to indemnify the Township

shall commence upon the date of execution hereof and shall continue in full force until all financial security held by PennDOT in connection with construction of the Improvements has been released.

10. Developer agrees to defend the Township, PennDOT, and their respective officers, officials, agents, and employees against any and all claims brought or actions filed against any of them, either as an original or an additional defendant, with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. Developer hereby waives any and all rights to join the Township, PennDOT, and any of their respective officers, officials, agents, and employees as additional defendants in any actions arising as a result of the grant of the HOPs or as a result of any construction, design, or subsequent use of the Improvements. Notwithstanding the foregoing provisions, Developer agrees that the Township and/or the Commonwealth may employ attorneys of their own selection to appear and defend any claims or actions on behalf of the Township and/or PennDOT at the expense of Developer.

11. Developer shall reimburse the Township for any expenses, attorneys' fees, or costs incurred in the enforcement of any portion of this Agreement or the defense of any claims relating to the HOPs within thirty (30) days after receiving written notice that the Township has incurred such expenses, fees, or costs. If Developer, its successors and assigns, fails to make such payment, the Township shall have the right to impose, in addition to the sum owing to the Township, a penalty in the amount of ten (10%) percent of such total sum. The Township may collect the expenses, fees, and costs plus the penalty in any manner allowed by law.

12. Without limitation to the other provisions of this Agreement, it is the intention of the parties that Developer, its successors and assigns, shall be responsible for (a) all fees, costs, insurance, bonds, and financial security, (b) compliance with all applicable laws, ordinances, rules, regulations, and PennDOT standards, and (c) all claims, construction, installation, use, maintenance, and repairs relating to the Improvements and the HOPs. Township agrees to become the permittee under the HOPs solely as an accommodation to Developer pursuant to PennDOT's policy for highway occupancy permits and Developer shall be responsible to fully protect and make whole the Township.

13. Developer shall include a specific reference to this Agreement in any deed of conveyance for the Premises or any part thereof.

14. This Agreement shall be binding upon Developer, the successors and assigns of Developer, and all present and future owners of the Premises, or any part thereof, and is intended to be recorded in order to give notice to future owners of the Premises, or any part thereof, of their duties and responsibilities with respect to the Improvements and the HOPs.

15. If ownership or maintenance responsibility of the Improvements is assigned to a condominium association, unit owners' association, or similar entity, the Township shall be notified. If such association or entity fails to properly maintain the Improvements, the Township shall have the same rights granted to municipalities with reference to maintenance of common open space under Section 705 of the Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L. 805, No. 247, or any future amendment thereof, to maintain the Improvements.

16. This Agreement may be amended only by written instrument signed on behalf of all owners of the Premises and the Township.

17. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Agreement.

If to Developer:

Wright Ebersole LLC  
C/O Wright Partners  
PO Box 1908  
Media, PA 19063  
Attn: Carl Wright

With a Copy To:

Claudia Shank  
McNees Wallace & Nurick  
100 Lausch Lane  
Suite 200  
Lancaster, PA 17601

If to Township:

East Cocalico Township  
100 Hill Drive  
Denver, PA 17577  
Attn: Tommy Ryan


With a Copy To:

Nikolaus & Hohenadel, LLP  
212 North Queen Street  
Lancaster, PA 17603  
Attn: Bernadette M. Hohenadel, Esq.

18. When the sense so requires, words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, and vice versa.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the day and year first above written.

WITNESS:

  
Katharine Dean

WRIGHT EBERSOLE LLC

By:   
Carl Wright, Manager

EAST COCALICO TOWNSHIP  
Lancaster County, Pennsylvania

Attest: \_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
Lorenzo Bonura  
Chairman, Board of Commissioners

[TOWNSHIP SEAL]

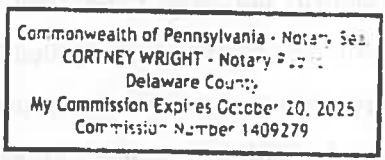


COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF DELAWARE )

On this 26<sup>m</sup> day of October, 2023, before me, the undersigned officer, personally appeared Carl Wright, who acknowledged himself to be a Manager of WRIGHT EBERSOLE LLC, and that he as such Manager, being authorized to do so, executed the foregoing HOP Indemnification Agreement for the purposes therein contained by signing the name of said limited liability company by himself as such Manager.

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

Cortney Wright  
Notary Public



COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LANCASTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Officer, a Notary Public in and for the aforesaid Commonwealth and County, personally appeared LORENZO BONURA, who acknowledged himself to be President of the Board of Commissioners of the East Cocalico Township, Lancaster County, Pennsylvania, and that he, as such officer, being authorized to do so, executed the foregoing HOP Indemnification Agreement for the purposes therein contained by signing the name of such Township by himself as such officer.

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

\_\_\_\_\_  
Notary Public

(SEAL)

**JOINDER BY MORTGAGEE**

Mid Penn Bank ("Mortgagee") as holder of a certain mortgage on the within-described Premises, which mortgage, in the amount \$29,500,000.00, is dated effective October 6, 2023, and was recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, on October 10, 2023 at Instrument #6756318, as well as any other mortgages which Mortgagee may now or hereafter hold on the Premises (all such mortgages hereinafter collectively referred to as the "Mortgages"), join in, consents to, and expressly approves the grant of easements and other rights and privileges described in the attached Indemnification Agreement (the "Agreement").

The Mortgagee, for itself, its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the Premises at a sale in foreclosure of the Mortgages or otherwise), hereby covenants and agrees that the rights and privileges herein granted with respect to the Premises shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by the Mortgagee, its successors and assigns, as a result of any default under the Mortgages or the debt of instruments that such Mortgages secure. Mortgagee by consenting to the Agreement shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Developer under the Agreement, including but not limited to construction, maintenance, inspection or indemnification.

IN WITNESS WHEREOF, Mortgagee hereby joins in the execution of the Agreement as of this 25<sup>th</sup> day of October, 2023.

MID PENN BANK

ATTEST:

By: 

By: 

Name: David D'Angelo

Title: SVP

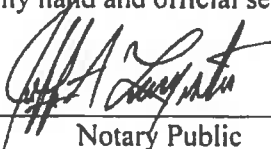
[SEAL]

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF DAUPHIN ) SS:

On this 25 day of OCTOBER, 2023, before me, a Notary Public, the undersigned officer, Personally appeared DAVID D'ANGELO, who acknowledged himself/herself to be the SR. VICE PRESIDENT of Mid Penn Bank, a corporation, and that as such officer, being authorized to do so, acknowledged the foregoing Joinder by Mortgagee for the purpose therein contained by signing the name of the corporation by himself/herself as SR. VICE PRESIDENT.

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

Commonwealth of Pennsylvania - Notary Seal  
Jeffrey A. Livingston, Notary Public  
Dauphin County  
My commission expires September 18, 2026  
Commission number 1285766  
Member, Pennsylvania Association of Notaries

  
\_\_\_\_\_  
Notary Public

(SEAL)

