

**EAST COCALICO TOWNSHIP BOARD OF SUPERVISORS  
TOWNSHIP BUILDING  
100 HILL ROAD, DENVER, PA  
THURSDAY, APRIL 4, 2024, 7:00 PM**

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

**ATTENDANCE**

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

**ANNOUNCEMENTS & INFORMATIONAL ITEMS**

- Mr. Burton led the meeting with a prayer.
- Chair Bonura announced the Board of Supervisors met in Executive Session prior to this evening's meeting to discuss a matter of litigation, in specific East Cocalico Township v. Jill Cordan, East Cocalico Township Tax Collector.
- Chair Bonura noted this evening's meeting is being recorded for rebroadcast.

**PUBLIC COMMENT**

- Tracy Sonnemann, East Cocalico Township, commented on animal control requirements and enforcement.

**DISCUSSIONS & PRESENTATIONS**

Project Life Saver – Representatives from Project Life Saver presented a certificate of appreciation to Chief Savage in recognition of East Cocalico Police Department's participation in efforts to protect persons susceptible to wandering from home and care facilities.

**ACTION ITEMS**

meeting minutes – Chair Bonura made a motion to approve the March 21 Meeting minutes, with corrections to the name of an Engineer presenting at this meeting. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

interfund transfers, bill lists & payroll – Mr. Mitchell made a motion to approve the check payments for the General Fund Bank Account list of bills in the amount of \$94,802.27, for the week of March 21, 2024. The motion was seconded by Chair Bonura.

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 amounts of \$3,831.43, also for the week of March 21, 2024, and, \$20,611.38, for the week of March 28, 2024. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

Mr. Mitchell made a motion to approve the check payments for the ARPA Fund Bank Account list of bills in the amount of \$10,794.46, for the week of March 28, 2024. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

Mr. Mitchell made a motion to approve the Electronic Payment list of bills in the amount of \$91,109.91, for the pay period from March 10, 2024 to March 23, 2024. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

Mr. Mitchell made a motion to approve a transfer from the General Fund to the Capital Reserve Fund, in the amount of \$250,000.00, on February 28, 2024, a budgeted transfer. The motion was seconded by Mr. Burton.

By unanimous vote the motion was approved.

## **NEW BUSINESS**

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

## **OLD BUSINESS**

Deputy Tax Collector appointment – Jill Cordan, East Cocalico Township Tax Collector, commented on information submitted to the Township for the appointment of a Deputy Tax Collector, and recommend Romao Carrasco to this position.

Matt Creme, Township Solicitor, commented on Deputy Tax Collector position appointment and responsibilities.

George Lutz, Counsel for the Tax Collector, commented on Deputy Tax Collector position appointment and responsibilities.

Chair Bonura asked Deputy Tax Collector candidate Mr. Carrasco to come to the podium and answer questions on this position. Mr. Carrasco declined to come to the podium.

Chair Bonura asked for a motion to appoint Romao Carrasco to the position of Deputy Tax Collector. No motion was made.

- Mr. Burton provided an update on discussions with volunteer fire department officials.
- Mr. Mitchell noted Chair Bonura was cited in a recent edition of the *Pennsylvania Township News*.

#### **PUBLIC COMMENT**

- Mr. Lutz, Counsel for the Tax Collector, commented on the appointment of a Deputy Tax Collector.
- Romao Carrasco, East Cocalico, commented on public comment policy, and on the Tax Collector computer.
- Sue Mackley, East Cocalico, commented on illegal immigration enforcement policies.
- Steve Brubaker, East Cocalico, commented on illegal immigration enforcement policies.
- Ron Forsyth, East Cocalico, commented on illegal immigration enforcement policies.
- Ken McCrae, East Cocalico, commented on public comment policy.
- Doug Mackely, East Cocalico, commented on the appointment of a Deputy Tax Collector.
- Jill Cordan, East Cocalico Township Tax Collector, commented on a street light tax matter.
- George Wertz, East Cocalico, commented on a street light matter.

#### **ANNOUNCEMENTS**

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

#### **ADJOURNMENT**

There being no further business, at 7:55 PM Chair Bonura made a motion to adjourn the meeting. The motion was seconded by Mr. Mitchell.

By unanimous vote the motion was approved.

Respectfully Submitted:

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Tommy Ryan  
Township Manager



TECHNICON

Enterprises Inc., II

200 Bethlehem Drive  
Suite 201  
Morgantown, PA 19543

Tel. (610) 286-1622

Fax (610) 286-1679

February 26, 2024

Rettew Associates, Inc.  
Attn: Mr. Kevin Ember, RLA  
3020 Columbia Avenue  
Lancaster, Pennsylvania 17603

395 Mohns Hill Road Stormwater Plan  
Prepared by: Rettew Associates, Inc.  
Prepared for: James Blickle & Karen Linder  
Plan No. 127192000  
Plan Date: December 15, 2023  
Revised Date: February 7, 2024  
TEI File: 4035-179

Dear Kevin:

We have reviewed the referenced revised plan for conformance with the Township Code of Ordinances and offer the following comments:

**COMPLIANCE WITH THE EAST COCALICO TOWNSHIP STORMWATER MANAGEMENT & EARTH DISTURBANCE ORDINANCE – CHAPTER 185**

1. NPDES permit approval from the Lancaster County Conservation District/PADEP is required for the review and approval of the E&S control and stormwater management plan for this project. §185-11.C, 15.D & 32
2. All existing features on the site and within 200 feet of the subject tract shall be provided on the plans. The applicant has not shown all existing features within 200 feet of the site. We have no objections to the waiver request since enough information is provided on the plans. §185-14.B(4) **(Waiver request acknowledged)**
3. Any waiver requests shall be lettered on the plans with their applicable approval date if granted by the Township Supervisors. §185-17
4. A financial security for the stormwater-related improvements shall be posted with the Township. A cost estimate has been provided for review and recommendation to the Board of Supervisors will be provided under separate cover. §185-19 & 20
5. Conveyance facilities shall comply with the design criteria in the table provided in the ordinance. Based on our review, it appears that some of the conveyance facilities do not comply with the minimum pipe diameter requirement of 15 inches within a vehicular loading area (I-5 to FES-7) or 8 inches in a non-vehicular loading area (exclusive of distribution piping). A side slope requirement of 4:1 for swales is also required in residential areas,



however the proposed swales appear to have side slopes that do not comply with this requirement. We have no objection to the waiver requests provided they are acceptable to LCCD and PADEP as part of the NPDES permit issuance and since they are proposed within private property. §185-25.F(1) **(Waiver request acknowledged)**

6. A Stormwater Maintenance and Easement Agreement (SWMEA) will be required prior to final approval of the stormwater plan. The Township Solicitor will prepare this agreement and forward it for review and signature by the applicant. The applicant's engineer shall provide the Township and its Solicitor with a document summarizing the O&M activities for the stormwater facilities to serve as Exhibit A of the agreement. §185-34

Any questions pertaining to this review letter 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. & Bernadette Hohenadel, Township Solicitor  
James Blicke & Karen Linder, 335 Mohns Hill Road, Reinholds, PA 17569  
TEI File: Municipal/East Cocalico/4035-179-ltr02 James Blicke & Karen Linder  
Stormwater.doc

## 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 **JAMES A. BLICKLE** and **KAREN B. LINDER**, with an address of 335 Mohns Hill Road, Reinholds, PA 17569 (hereinafter referred to as "**GRANTORS**").

**WHEREAS, GRANTORS** intend to make certain improvements as more fully described in Exhibit "A" and as depicted on a Stormwater Management Plan for 395 Mohns Hill Road, Reinhold, PA, prepared by Rettew Associates, Inc., dated December 15, 2023, and last revised March 12, 2024, consisting of eighteen (18) sheets, 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, GRANTORS** are willing to post a cash escrow with the **TOWNSHIP** for the funds required to complete the improvements 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: GRANTORS** will post a cash escrow in the amount of One Hundred Forty-Nine Thousand Three Hundred Forty and 00/100 Dollars (\$149,340.18) 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: 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 III:** 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 IV:** If **GRANTORS** default or abandon the construction of the improvements in the **PLAN**, then in that event, **TOWNSHIP** may draw on the escrow 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 **GRANTORS** or failure to complete such corrections within forty-five (45) days of commencement of correction; or,
- (d) Entry by **GRANTORS** 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.

**ARTICLE V:** Upon completion of the work, the **GRANTORS** 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 the balance of **GRANTORS** escrow if the improvements meet **TOWNSHIP'S** specifications.

**ARTICLE VI:** **GRANTORS** shall provide "as built" drawings for all improvements.

**ARTICLE VII:** 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 VIII:** 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 **GRANTORS** 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 Grantors shall deposit with the Township the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) (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 **GRANTORS**. Should the balance of funds in the Escrow Fund fall below twenty-five percent (25%) of that originally posted, the **GRANTORS** 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 IX:** This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

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

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

**ARTICLE XIII:** 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 18<sup>th</sup> day of April, 2024.

**EAST COCALICO TOWNSHIP**

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Lorenzo Bonura, Chairman  
Board of Supervisors

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James A. Bickle

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Karen B. Linder

EXHIBIT A



TECHNICON

Enterprises Inc., II

200 Bethlehem Drive  
Suite 201  
Morgantown, PA 19543

Tel. (610) 286-1622

Fax (610) 286-1679

February 26, 2024

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

RE: Financial Security Development  
James Blickle & Karen Linder SWM  
395 Mohns Hill Road  
TEI File No. 4035-179.R00

Gentlemen:

We have received a construction cost estimate from the applicant's consultant for the required stormwater management improvements at the James Blickle & Karen Linder stormwater project located at 395 Mohns Hill 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 \$149,340.18 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).

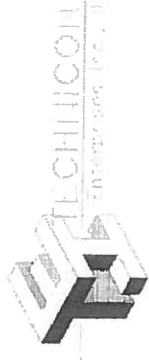
Respectfully submitted,

A handwritten signature in black ink that reads "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  
Kevin Ember, RLA, Rettew Associates  
James Blickle & Karen Linder  
TEI File: Municipal/East Cocalico/4035-179-R00 James Blickle & Karen Linder  
SWM.doc

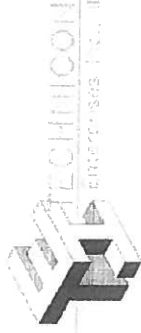
JAMES BLICKLE & KAREN LINDER SWM 4035-179  
 395 MOHNS HILL ROAD  
 EAST COCALICO TOWNSHIP  
 IMPROVEMENT ESCROW  
 RELEASE NO. 0 DATED: 2/26/24



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>								
Rock construction entrance	1	EA	\$3,100.00	\$3,100.00	\$0.00	\$0.00	0.00%	\$3,100.00
Concrete washout	1	EA	\$500.00	\$500.00	\$0.00	\$0.00	0.00%	\$500.00
Sediment trap/basin (grading)	2	EA	\$1,000.00	\$2,000.00	\$0.00	\$0.00	0.00%	\$2,000.00
Orange construction fence	430	LF	\$5.00	\$2,150.00	\$0.00	\$0.00	0.00%	\$2,150.00
12" Filter sock	460	LF	\$7.50	\$3,450.00	\$0.00	\$0.00	0.00%	\$3,450.00
18" Filter sock	160	LF	\$9.00	\$1,440.00	\$0.00	\$0.00	0.00%	\$1,440.00
24" Filter sock	150	LF	\$13.50	\$2,025.00	\$0.00	\$0.00	0.00%	\$2,025.00
32" Filter sock	100	LF	\$20.50	\$2,050.00	\$0.00	\$0.00	0.00%	\$2,050.00
Stone & concrete block - inlet protection	1	EA	\$500.00	\$500.00	\$0.00	\$0.00	0.00%	\$500.00
Water bar	6	EA	\$50.00	\$300.00	\$0.00	\$0.00	0.00%	\$300.00
Rip rap (R-3) - flared end section	3	EA	\$400.00	\$1,200.00	\$0.00	\$0.00	0.00%	\$1,200.00
Rip rap (R-3) - temp. sediment spillway	2	EA	\$400.00	\$800.00	\$0.00	\$0.00	0.00%	\$800.00
Rock filter (channels)	6	EA	\$200.00	\$1,200.00	\$0.00	\$0.00	0.00%	\$1,200.00
Pumped water filter bag	1	EA	\$3,000.00	\$3,000.00	\$0.00	\$0.00	0.00%	\$3,000.00
Stone inlet protection & berm	1	EA	\$1,000.00	\$1,000.00	\$0.00	\$0.00	0.00%	\$1,000.00
Slope lining (NAG S75)	1895	SY	\$4.00	\$7,580.00	\$0.00	\$0.00	0.00%	\$7,580.00
Slope lining (NAG C125)	125	SY	\$5.00	\$625.00	\$0.00	\$0.00	0.00%	\$625.00
Slope lining (NAG S150)	85	SY	\$6.00	\$510.00	\$0.00	\$0.00	0.00%	\$510.00
Subtotal:				\$33,430.00	\$0.00	\$0.00	0.00%	\$33,430.00

<b>II. STORMWATER MANAGEMENT</b>								
12" HDPE	165	LF	\$60.00	\$9,900.00	\$0.00	\$0.00	0.00%	\$9,900.00
4" SLCPP	175	LF	\$25.00	\$4,375.00	\$0.00	\$0.00	0.00%	\$4,375.00
6" SLCPP	445	LF	\$30.00	\$13,350.00	\$0.00	\$0.00	0.00%	\$13,350.00
6" PVC	60	LF	\$40.00	\$2,400.00	\$0.00	\$0.00	0.00%	\$2,400.00
6" Perf. PVC - underdrain	290	LF	\$45.00	\$13,050.00	\$0.00	\$0.00	0.00%	\$13,050.00
Flared end section	3	EA	\$1,000.00	\$3,000.00	\$0.00	\$0.00	0.00%	\$3,000.00
Cleanouts	19	EA	\$250.00	\$4,750.00	\$0.00	\$0.00	0.00%	\$4,750.00
Storm manhole	2	EA	\$3,000.00	\$6,000.00	\$0.00	\$0.00	0.00%	\$6,000.00
Type M inlet	3	EA	\$3,200.00	\$9,600.00	\$0.00	\$0.00	0.00%	\$9,600.00
25" Level spreader	1	EA	\$1,000.00	\$1,000.00	\$0.00	\$0.00	0.00%	\$1,000.00
Trench drain	1	EA	\$500.00	\$500.00	\$0.00	\$0.00	0.00%	\$500.00
Yard drain	5	EA	\$1,200.00	\$6,000.00	\$0.00	\$0.00	0.00%	\$6,000.00

JAMES BLICKLE & KAREN LINDER SWM 4036-179  
 395 MOHNS HILL ROAD  
 EAST COCALICO TOWNSHIP  
 IMPROVEMENT ESCROW  
 RELEASE NO. 0 DATED: 2/26/24



DESCRIPTION	NO.	UNIT	UNIT COST	ESTIMATED CONSTRUCTION COST	TOTAL PREVIOUSLY RELEASED	CURRENT RELEASE FROM ESCROW	PERCENT RELEASED TO DATE	BALANCE REMAINING IN ESCROW
Anti-seep collar	2	EA	\$1,000.00	\$2,000.00	\$0.00	\$0.00	0.00%	\$2,000.00
ERMMX-154 seed mix - basins	2610	SF	\$0.08	\$208.80	\$0.00	\$0.00	0.00%	\$208.80
AASHTO No. 57 aggregate	280	CY	\$40.00	\$11,200.00	\$0.00	\$0.00	0.00%	\$11,200.00
<b>Subtotal:</b>				<b>\$87,333.80</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$87,333.80</b>
<b>III. AS-BUILT NOT</b>								
Stormwater as-built plans	1	LS	\$10,000.00	\$10,000.00	\$0.00	\$0.00	0.00%	\$10,000.00
NPDES permit Notice of Termination	1	LS	\$5,000.00	\$5,000.00	\$0.00	\$0.00	0.00%	\$5,000.00
<b>Subtotal:</b>				<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$15,000.00</b>
				===== Construction Cost:	\$0.00	\$0.00	0.00%	\$135,763.80
				===== Contingencies (10%):	\$0.00	\$0.00	0.00%	\$13,576.38
				===== Total:	\$0.00	\$0.00	0.00%	\$149,340.18

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

Parcel ID #: 080-80921-0-0000  
East Cocalico Township

## **STORMWATER MANAGEMENT AND EASEMENT AGREEMENT**

**BY AND BETWEEN**, James A. Blickle and Karen B. Linder, with an address of 335 Mohns Hill Road, Reinholds, PA 17569 (hereinafter referred to as the “**GRANTORS**”) and East Cocalico Township, 100 Hill Road, Denver, PA 17517 (hereinafter referred to as the “**TOWNSHIP**”).

**WHEREAS, GRANTORS** are the owners of a parcel of land located at 395 Mohns Hill Road, Reinholds, PA 17569 in the Township of East Cocalico, County of Lancaster and Commonwealth of Pennsylvania as described in a Deed dated April 15, 2022 and recorded April 18, 2022 in the Recorder of Deeds Office for Lancaster County, Pennsylvania, at Instrument No. 6676027, Parcel ID#080-80921-0-0000 (hereinafter referred to as the “**PREMISES**”); and

**WHEREAS, GRANTORS** have submitted a Plan entitled Stormwater Management Plan for 395 Mohns Hill Road, prepared by Rettew Associates, Inc., Drawing No. 127192000, dated December 15, 2023, and any subsequent revisions prior to approval (hereinafter referred to as the “**PLAN**”); and

**WHEREAS, GRANTORS** are required to construct and maintain stormwater management facilities and BMP’s on the **PREMISES** including on-site conveyance systems;

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

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

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

**WHEREAS**, the stormwater management facilities must be maintained in accordance with the Ordinance.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. **GRANTORS** hereby grant to **TOWNSHIP** an easement to enter upon the **PREMISES** and to inspect the stormwater management facilities which **GRANTORS** will construct and maintain in accordance with their Application and Permit.

2. In the event that **GRANTORS** do not construct and maintain the stormwater management facilities in accordance with their 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. The **TOWNSHIP** may require the **GRANTORS**, their successors, grantees and assigns, or any future owner or occupier of the **PREMISES** to have inspections of all stormwater and BMP facilities performed annually by a qualified person and submit detailed reporting documentation to the **TOWNSHIP** related to the status and maintenance of those facilities, as determined necessary by the **TOWNSHIP** in satisfying obligations under the **TOWNSHIP'S** MS4 NPDES permit, or other regulatory requirements. **GRANTORS** shall provide to the **TOWNSHIP** an inspection report on or before August 1<sup>st</sup> of each calendar year. The failure of **GRANTORS** to submit such inspection report shall constitute a violation of this Agreement.

4. After construction of the stormwater management facilities, **GRANTORS** agree to maintain the same in good working order to accommodate the stormwater runoff in

accordance with the **ORDINANCE** and Act 167, and continually perform all ownership and maintenance activities as identified on the **PLAN** and on Exhibit A attached hereto. Exhibit A includes a general outline of the key operation and maintenance activities for the convenience of **GRANTORS**. However, **GRANTORS** acknowledge that the **PLAN** controls the specific applicable construction standards, details, restrictions and required operation and maintenance activities.

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

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.

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

**DATED** this 18<sup>th</sup> day of April, 2024.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
James A. Blickle

\_\_\_\_\_  
Karen B. Linder

**EAST COCALICO TOWNSHIP**

**ATTEST:**

\_\_\_\_\_

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



**COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF LANCASTER**

**ON THIS**, the \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared **James A. Blicke**, who acknowledged himself to be the person whose name is subscribed to the within instrument, and acknowledge he executed the same for the purposes therein contained.

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

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**NOTARY PUBLIC**

My Commission Expires:

**COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF LANCASTER**

**ON THIS**, the \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared **Karen B. Linder**, who acknowledged herself to be the person whose name is subscribed to the within instrument, and acknowledge she executed the same 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 \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared, **Lorenzo Bonura**, who acknowledged himself to be the Chairman 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**

### **INFILTRATION BASIN OPERATION AND MAINTENANCE**

Maintenance is necessary to ensure proper functionality of the infiltration basin and should take place on a quarterly basis. A basin maintenance plan should be developed which includes the following measures:

1. All basin structures expected to receive and/or trap debris and sediment 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 for the life of the bmp. Inspections shall be done by a qualified person, which may include the landowner or the landowner's designee (including the township for dedicated and owned facilities).
2. Structures include basin bottoms, trash racks, outlets structures, riprap or gabion structures, inlets and gate valves.
3. Sediment removal should be conducted when the basin is completely dry. Sediment should be disposed of properly and once sediment is removed, disturbed areas need to be immediately stabilized and revegetated.
4. Mowing shall be completed in the fall when plants are dormant after the first year. The vegetation should be a of height of 18"-24" before mowing occurs. Mowing shall be completed with a brush hog or trimmer to cut the vegetation to a height of 8". All detritus should be removed from the basin.
5. Vegetated areas should be inspected annually, and any unwanted growth of exotic/invasive species shall be removed.
6. Vegetative cover should be maintained at a minimum of 95 percent. If vegetative cover has been reduced by 10%, vegetation should be reestablished.
7. Heavy equipment shall not be used on basin bottoms, so as to avoid over-compaction of soils.
8. A failure of the bmp would include not dewatering within 72 hours from the end of the storm event. Corrective measures are to utilize the slide valve to dewater the facility. The valve shall be closed after the basin has been dewatered and the operation of the valve shall be logged in the maintenance logs. Should the basin require the operation of the valve continuously to dewater the basin 72 hours following the end of a storm event, the owner shall engage a professional to evaluate the basin and its function and propose any corrections necessary.

## SUBSURFACE INFILTRATION BED OPERATION AND MAINTENANCE

1. A qualified person, which may be the landowner or the owner's designee (including the township for dedicated and owned facilities) shall conduct a visual inspection of the infiltration bmp at least once every three months and immediately after storm events greater than 1 inch. Such visual examination shall at least involve an examination of the stormwater collection, conveyance and bmp facilities for debris deposition (such debris may include, but shall not be limited to aggregate material, leaves, grass clippings, soil and trash), and an examination of the infiltration bmp for soil and structural settlement, depressions, sinkholes, seeps, structural cracking, animal burrows, excessive vegetation, clogging, erosion and foundation movement.
2. The owner shall remove any accumulation of debris and repair any damage to the infiltration bmp. Repairs shall be made using material that meets or exceeds the specifications provided on the plans.
3. The owner is required to maintain a record of all inspections, repairs and maintenance activities associated with the infiltration bmp at this project site. The owner shall immediately notify the township and the county conservation district prior to initiating any major repair activities (such as repairs that may be required because of settlement, sinkholes, seeps, structural cracking, or foundation movement).
4. If the infiltration bmp fails and does not dewater within 72 hours, remediation will be required. A soil scientist should be consulted for specific recommendations to repair the facility. Some of the repairs may include removing sediment, cleaning inflow pipes, or replacing concrete sand.
5. The overlying pavement of the infiltration bmp should be maintained in good condition, and any cracks sealed as soon as possible.
6. Dispose of sediment, debris/trash, and any other waste material removed from the inlet sumps and infiltration bmp in an approved manner. Sediment may be disposed of in landscaped areas outside of steep slopes, wetlands, floodplains, or drainage channels/swales and immediately stabilized.

## CATCH BASINS & INLETS

1. Inspect and clean inlets and catch basins at least 2 times per year and after major stormwater event > 1 inch rainfall depth.

## AMENDED SOIL AND INFILTRATION BMP

Inspect basin bottoms for clogging, sediment disposition, erosion of catchment areas, vegetation growth and weeds.

Inspect amended soil and plantings at least 4 times per year and after every major stormwater event > 1" rainfall depth.

Maintenance: ensure that the contributing catchment areas to basins, and inlets are clear of debris on a monthly basis. Remove weeds. If drawdown times are severely reduced. The owner shall consult the township and design engineer.

#### VEGETATED SWALE OPERATION

It shall be the sole responsibility of the property owner to maintain all water quality inlets on site.

1. Maintenance activities to be done annually and within 48 hours after every major storm event (>1 inch rainfall depth).
2. Inspect and correct erosion problems, damage to vegetation, and sediment and debris accumulation (address when >3 inches at any spot or covering vegetation). If sediment needs to be removed from the swales, it must be disposed of at an approved waste disposal site or taken to another site with an approved erosion control plan in place.
3. Inspect vegetation on side slopes for erosion and formation of rills or gullies, correct as needed.
4. Inspect for pools of standing water; dewater and discharge to an approved location and restore to design grade.
5. Mow and trim vegetation to ensure safety, aesthetics, proper swale operation, or to suppress weeds and invasive vegetation; mowed vegetation detritus will need to be removed after each mowing and taken to a local compost facility or disposed of properly off-site. ; mow only when swale is dry to avoid rutting.
6. Inspect for litter; remove prior to mowing.
7. Inspect for uniformity in cross-section and longitudinal slope, correct as needed.
8. Inspect swale inlet (curb cuts, pipes, etc.) And outlet for signs of erosion or blockage, correct as needed.

#### PCSM LONG TERM OPERATIONS AND MAINTENANCE REQUIREMENTS

1. Until the permittee or co-permittee has received written approval of a notice of termination, the permittee or co-permittee will remain responsible for compliance with the permit terms and conditions including long-term operation and maintenance of all PCSM BMPS

on the project site and is responsible for violations occurring on the project site. The department or conservation district will conduct a final inspection and approve or deny the notice of termination within 30 days.

2. The permittee or co-permittee shall be responsible for long-term operation and maintenance of PCSM BMPS unless a different person is identified in the notice of termination and has agreed to long-term operation and maintenance of PCSM BMPS.

3. For any property containing a PCSM BMP, the permittee or co-permittee shall record an instrument with the recorder of deeds which will assure disclosure of the PCSM BMP and the related obligations in the ordinary course of a title search of the subject property. The recorded instrument must identify the PCSM BMP, provide for necessary access related to long-term operation and maintenance for PCSM BMPS and provide notice that the responsibility for long-term operation and maintenance of the PCSM BMP is a covenant that runs with the land that is binding upon and enforceable by subsequent grantees, and provide proof of filing with the notice of termination under §102.7(b)(5) (relating to permit termination).

4. The person responsible for performing long-term operation and maintenance may enter into an agreement with another person including a conservation district, nonprofit organization, municipality, authority, private corporation or other person, to transfer the responsibility for PCSM BMPS or to perform long-term operation and maintenance and provide notice thereof to the department.

5. A permittee or co-permittee that fails to transfer long-term operation and maintenance of the PCSM BMP or otherwise fails to comply with this requirement shall remain jointly and severally responsible with the landowner for long-term operation and maintenance of the PCSM BMP located on the property.

6. The owner shall conduct a visual inspection of all stormwater management and permanent bmp facilities at least once every three months and immediately after storm events. Such visual examination shall at least involve an examination of the stormwater collection and conveyance for debris deposition (such debris may include, but shall not be limited to aggregate material, leaves, grass clippings, soil and trash), and an examination of the stormwater bmp facility for soil and structural settlement, depressions, sinkholes, seeps, structural cracking, animal burrows, excessive vegetation, clogging, erosion and foundation movement.

7. The owner shall remove any accumulation of debris and repair any damage to the stormwater management and permanent bmp facilities. Repairs shall be made using material that meets or exceeds the specifications provided on the plans.

8. In accordance with the NPDES permit, the owner is required to maintain a record of all inspections, repairs and maintenance activities associated with the stormwater management and permanent bmp facilities at this project site. The owner shall immediately notify the municipality and the conservation district prior to initiating any major repair activities (such as repairs that

may be required as a result of settlement, sinkholes, seeps, structural cracking, or foundation movement). The owner shall also comply with any other maintenance notes that may be on these plans.

9. The township and the site engineer shall be notified in the event sinkholes or other unsuitable sub-surface conditions are encountered during construction. In addition, the services of a registered geologist should be obtained to assist in recommending construction techniques and permanent facilities necessary to avoid further sinkhole creation, repair any existing sinkholes, and make recommendation on any encountered unsuitable sub-surface conditions.

Owner/Permitee/Responsible Party: James Blickle & Karen Linder  
335 Mohns Hill Road  
Reinholds, PA 17569

**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, **SWEETWATER PROPANE INC.**, a Pennsylvania business corporation with an address of 51 Long Avenue, Ephrata , PA 17522 (hereinafter referred to as "**DEVELOPER**").

**WHEREAS, DEVELOPER** intends to build certain improvements according to a Preliminary/Final Land Development Plan for 935 Stone Hill Road, Sheets 1-4, prepared by C2C Design Group, dated July 28, 2023, and any subsequent revisions prior to recording (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'S** Bank is willing to provide an irrevocable letter of credit 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 his Bank an irrevocable letter of credit to provide funds in the amount of Thirteen Thousand Two Hundred Forty-Nine Dollars and 50/100 (\$13,249.50) 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 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 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'S** specifications, the decision of **TOWNSHIP'S** representative shall control and **DEVELOPER'S** obligation to maintain the irrevocable letter of credit shall continue until the work is in compliance with **TOWNSHIP'S** specifications.

**ARTICLE V:** 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 VI:** If **DEVELOPER** defaults or abandons the construction of the improvements in the **PLAN**, then in that event, **TOWNSHIP** may draw on the cash escrow or 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 VII:** 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 irrevocable letter of credit if the improvements meet **TOWNSHIP'S** 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.

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

**ARTICLE IX:** Legal, engineering and observation costs incurred by **TOWNSHIP** under this Agreement shall be paid by **DEVELOPER**.

**ARTICLE X:** 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 XI:** 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 Five Thousand Dollars and 00/100 (\$5,000.00) (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 XII: TOWNSHIP** will, prior to the final release at the time of completion and review by its Engineer, require a maintenance guarantee in the amount of fifteen (15%) percent of the estimated costs of the improvements specified herein for a period of eighteen (18) months.

**ARTICLE XIII: DEVELOPER** agrees to pay all costs involved in establishing and servicing the irrevocable letter of credit with his Bank.

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

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

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

**DATED** this 18<sup>th</sup> day of April, 2024.

**EAST COCALICO TOWNSHIP**

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

**SWEETWATER PROPANE INC.**

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

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

Position: \_\_\_\_\_

## EXHIBIT A



TECHNICON

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

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

October 30, 2023

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

RE: Financial Security Development  
935 Stone Hill Road  
Land Development  
TEI File No. 4035-176.R00

Gentlemen:

We have received a cost estimate from the applicant's consulting engineer for the required improvements at the 935 Stone Hill Road 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 \$13,249.50 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).

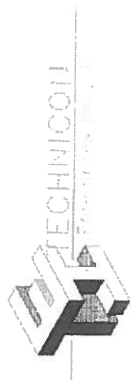
Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Michael L. Reinert".

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

cc: Tommy Ryan, Township Manager  
Matthew J. Creme, Jr., Esq, Township Solicitor  
Larry Grybosky, P.E., C2C Design Group  
Grant Wise  
Sweetwater Propane, Inc.  
TEI File: Municipal/East Cocalico/4035-176-R00 935 Stone Hill Road Final Land Development.doc

4035-176 935 STONE HILL ROAD LAND DEVELOPMENT  
 935 STONE HILL ROAD LAND DEVELOPMENT  
 EAST COCALICO TOWNSHIP  
 IMPROVEMENT ESCROW  
 RELEASE NO. 0 DATED: 10/30/2023



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. PROPOSED IMPROVEMENTS</b>								
ADA signage	1	LS	\$300.00	\$300.00	\$0.00	\$0.00	0.00%	\$300.00
Line striping for parking	1	LS	\$500.00	\$500.00	\$0.00	\$0.00	0.00%	\$500.00
6" No. 2A stone base with 3" depth of 9.5MM asphalt	100	SY	\$27.70	\$2,770.00	\$0.00	\$0.00	0.00%	\$2,770.00
6ft Chainlink security fencing	155	LF	\$45.00	\$6,975.00	\$0.00	\$0.00	0.00%	\$6,975.00
24ft Chainlink double swing security gate	1	EA	\$1,500.00	\$1,500.00	\$0.00	\$0.00	0.00%	\$1,500.00
Subtotal:				\$12,045.00	\$0.00	\$0.00	0.00%	\$12,045.00
===== Construction Cost: \$12,045.00 Contingencies (10%): \$1,204.50 Total: \$13,249.50 =====								

**EXHIBIT B**



LETTER OF CREDIT TO SECURE COMPLETION OF IMPROVEMENTS

Letter of Credit No. 37932-681

Dated: March 18, 2024

Township of East Cocalico

Dear Members of the Board:

We hereby issue our irrevocable Letter of Credit in favor of the Township of East Cocalico, Lancaster County, Pennsylvania (the "Township") for any sum or sums not exceeding \$13,250.00 for the account of Grant H Wise (hereinafter called "Developer"). This Letter of Credit pertains to the plan of ECT- 935Stone Hill Road (LD 2023-04) which was prepared by Michael Reinert, P.E. of Technicon Enterprises, Inc.,II.

Intending to be legally bound, we hereby agree:

1. That demands, in an aggregate amount not exceeding \$13,250.00 accompanied by a document in the form attached hereto and marked Exhibit A (executed by the Chair or Vice Chair of the Board of Supervisors), shall be duly honored if presented to us at our office at 2160 Lincoln Highway East Suite 20 Lancaster, PA 17602, in person or by a recognized overnight delivery service provider on or before March 18, 2025 (such date hereinafter referred to as the "expiration date").
2. That the expiration date of this Letter of Credit shall be automatically extended for additional one (1) year periods beginning with the expiration date and upon each anniversary of such date unless at least ninety (90) days prior to such expiration date or each anniversary of such date we notify the Township in writing, by certified mail, addressed to the Township at 100 Hill Road Denver, PA that we elect not to renew this Letter of Credit. Upon receipt of such notice, the Township may immediately draw upon this Letter of Credit for the full amount outstanding.
3. That for each yearly period that this Letter of Credit is automatically extended beyond March 18, 2025 the amount of this Letter of Credit shall be increased by an additional \$1,425.00 or ten (10%) percent of the outstanding balance, whichever is less, but such increases shall not exceed a total of more than \$2,850.00 in the aggregate in any event.

This Letter of Credit shall not in any way be modified, amended, or amplified by reference to any plan(s), document(s), instrument(s), permit(s), contract(s), or agreement(s) referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any plan(s), document(s), instrument(s), permit(s), contract(s), or agreement(s).

Payment of this Letter of Credit shall be made without determination of conditions or facts pertaining to related contractual agreements between the Developer and the Township.

In the event of any disputes, we submit to the jurisdiction of the Court of Common Pleas in and for the County of Lancaster, Pennsylvania.

Except as otherwise provided herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP"). As to matters not covered by the UCP and to the extent not inconsistent with the UCP, this Letter of Credit shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, including the Pennsylvania Uniform Commercial Code.

Upon presentation to us of the certificate attached hereto as Exhibit B appropriately completed and signed by the President or Vice President of the Board of Supervisors of the Township, the amount available under this Letter of Credit shall be irrevocably reduced as authorized in such certificate.

Intending to be legally bound hereby, this Letter of Credit has been executed by a duly authorized officer of the undersigned Bank.

Sincerely,

**Everence Federal Credit Union**

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

Matthew A. Smith, AVP

Business Development Officer



# TECHNICON

Enterprises Inc., II

200 Bethlehem Drive  
Suite 201  
Morgantown, PA 19543

Tel. (610) 286-1622

Fax (610) 286-1679

March 27, 2024

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

RE: Daniel & Shannon Miller SWM  
561 Harolds Hill  
Release Recommendation No. 1  
TEI File No. 4035-171-BG2.R01

Gentlemen:

The property owner of the above referenced project located at 561 Harolds Hill has requested a full release from the financial security currently established for site improvements. We have conducted improvements inspections of the project and offer the following recommendation for your consideration:

Requested Release Amount:	\$5,660.60
Recommended Release Amount:	<b>\$5,660.60</b>
Withholding Recommended:	\$ 0.00

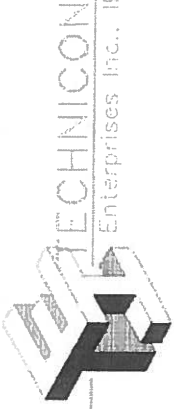
Please refer to the enclosed spreadsheet for an itemized breakdown of the construction costs. Any questions pertaining to this recommendation letter should be directed to the undersigned by email at [mreinert@technicon2.com](mailto:mreinert@technicon2.com) or by telephone at (610) 286-1622, ext. 101.

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  
Daniel & Shannon Miller  
TEI File: Municipal/East Cocalico/4035-171-BG2-R01 Daniel & Shannon Miller SWM.doc

DANIEL & SHANNON MILLER SWM 4035-171 BG2  
 561 HAROLDS HILL  
 EAST COCALICO TOWNSHIP  
 IMPROVEMENT ESCROW  
 RELEASE NO. 1 DATED: 3/28/24



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 STORMWATER MANAGEMENT</b>								
Stormwater Management	1	LS	\$5,146.00	\$5,146.00	\$0.00	\$5,146.00	100.00%	\$0.00
Subtotal:				\$5,146.00	\$0.00	\$5,146.00	100.00%	\$0.00
===== Construction Cost: \$5,146.00 Contingencies (10%): \$514.60 Total: \$5,660.60 =====								
Subtotal:				\$5,660.60	\$0.00	\$5,660.60	100.00%	\$0.00



# TECHNICON

Enterprises Inc., II

200 Bethlehem Drive  
Suite 201  
Morgantown, PA 19543

Tel. (610) 286-1622

Fax (610) 286-1679

March 14, 2024

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

RE: Elliot J. Hoffman SWM  
500 Holtzman Road  
Release Recommendation No. 2  
TEI File No. 4035-196.R02

Gentlemen:

The owner of the above referenced project located at 500 Holtzman Road has requested a full release from the financial security currently established for site improvements. We have conducted a final inspection, reviewed the submitted as-built plans and the previous Township Engineer's inspection reports of the improvements on the property. We offer the following recommendation:

Requested Release Amount:	\$7,370.00
Recommended Release Amount:	<b>\$7,370.00</b>
Withholding Recommended:	\$ 0.00

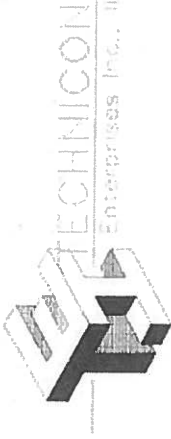
Please refer to the enclosed spreadsheet for an itemized breakdown of the construction costs. Any questions pertaining to this recommendation letter should be directed to the undersigned by email at [mreinert@technicon2.com](mailto:mreinert@technicon2.com) or by telephone at (610) 286-1622, ext. 101.

Respectfully submitted,

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

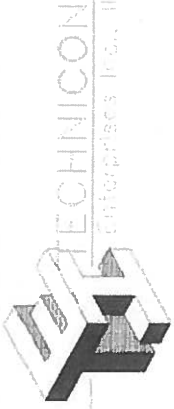
cc: Tommy Ryan, Township Manager  
Matthew J. Creme, Jr., Esq, Township Solicitor  
Randy Wright, RLA  
Elliot J. Hoffman  
TEI File: Municipal/East Cocalico/4035-196-R02 Elliot J. Hoffman SWM.doc

ELLIOT HOFFMAN SWM 4035-196  
 500 HOLTZMAN ROAD  
 EAST COCALICO TOWNSHIP  
 IMPROVEMENT ESCROW  
 RELEASE NO. 2 DATED: 3/14/24



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 INFILTRATION BASIN B</b>								
Bulk excavation	600	CY	\$3.00	\$1,800.00	\$900.00	\$900.00	100.00%	\$0.00
6" HDPE flared end section w/ rat guard	1	EA	\$100.00	\$100.00	\$100.00	\$100.00	100.00%	\$0.00
6" HDPE discharge pipe	27	LF	\$15.00	\$405.00	\$405.00	\$405.00	100.00%	\$0.00
40" Concrete anti-seep collars	2	EA	\$450.00	\$900.00	\$900.00	\$900.00	100.00%	\$0.00
Outlet structure OS-1	1	EA	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	100.00%	\$0.00
Emergency spillway matting (S75)	10	SY	\$3.50	\$35.00	\$35.00	\$35.00	100.00%	\$0.00
Subtotal:				\$4,640.00	\$3,740.00	\$900.00	100.00%	\$0.00
<b>II INFILTRATION BED A1</b>								
Excavation	215	CY	\$3.00	\$645.00	\$645.00	\$645.00	100.00%	\$0.00
Stone backfill (AASHTO #3)	165	CY	\$27.00	\$4,455.00	\$4,455.00	\$4,455.00	100.00%	\$0.00
6" HDPE flared end section w/ rat guard	1	EA	\$100.00	\$100.00	\$100.00	\$100.00	100.00%	\$0.00
6" HDPE pipe (discharge & overflow)	42	LF	\$15.00	\$630.00	\$630.00	\$630.00	100.00%	\$0.00
8" HDPE perforated pipe (placed in stone bed)	82	LF	\$12.00	\$984.00	\$984.00	\$984.00	100.00%	\$0.00
18" Concrete anti-seep collar	1	EA	\$300.00	\$300.00	\$300.00	\$300.00	100.00%	\$0.00
Non-woven geotextile material (sides/top only)	250	SY	\$3.60	\$900.00	\$900.00	\$900.00	100.00%	\$0.00
Concrete end block with orifice plate	1	EA	\$300.00	\$300.00	\$0.00	\$300.00	100.00%	\$0.00
Level spreader	1	LS	\$300.00	\$300.00	\$300.00	\$300.00	100.00%	\$0.00
Subtotal:				\$8,614.00	\$8,314.00	\$300.00	100.00%	\$0.00
<b>III INFILTRATION BED A2</b>								
Excavation	260	CY	\$3.00	\$780.00	\$780.00	\$780.00	100.00%	\$0.00
Stone backfill (AASHTO #3)	210	CY	\$27.00	\$5,670.00	\$5,670.00	\$5,670.00	100.00%	\$0.00
6" HDPE flared end section w/ rat guard	1	EA	\$100.00	\$100.00	\$100.00	\$100.00	100.00%	\$0.00
6" HDPE pipe (discharge & overflow)	95	LF	\$15.00	\$1,425.00	\$1,425.00	\$1,425.00	100.00%	\$0.00
8" HDPE perforated pipe (placed in stone bed)	75	LF	\$12.00	\$900.00	\$900.00	\$900.00	100.00%	\$0.00
27" Concrete anti-seep collar	1	EA	\$400.00	\$400.00	\$400.00	\$400.00	100.00%	\$0.00
Non-Woven geotextile material (sides/top only)	250	SY	\$3.60	\$900.00	\$900.00	\$900.00	100.00%	\$0.00
Concrete end block w/ orifice plate	1	EA	\$300.00	\$300.00	\$0.00	\$300.00	100.00%	\$0.00
Subtotal:				\$10,475.00	\$10,175.00	\$300.00	100.00%	\$0.00

ELLIOT HOFFMAN SWM 4035-196  
 500 HOLTZMAN ROAD  
 EAST COCALICO TOWNSHIP  
 IMPROVEMENT ESCROW  
 RELEASE NO. 2 DATED: 3/14/24



DESCRIPTION	NO.	UNIT	UNIT COST	ESTIMATED CONSTRUCTION COST	TOTAL PREVIOUSLY RELEASED	CURRENT RELEASE FROM ESCROW	PERCENT RELEASED TO DATE	BALANCE REMAINING IN ESCROW
<b>IV COLLECTION &amp; CONVEYANCE</b>								
24" Dia. Yard drains w/ dome grate	5	EA	\$700.00	\$3,500.00	\$3,500.00		100.00%	\$0.00
6" HDPE pipe (roof leaders)	30	LF	\$12.00	\$360.00	\$360.00		100.00%	\$0.00
Downspout debris filters	6	EA	\$35.00	\$210.00	\$210.00		100.00%	\$0.00
8" HDPE pipe	242	LF	\$14.00	\$3,388.00	\$3,388.00		100.00%	\$0.00
15" HDPE pipe	181	LF	\$25.00	\$4,525.00	\$4,525.00		100.00%	\$0.00
24" HDPE pipe (placed in stone bed)	19	LF	\$30.00	\$570.00	\$570.00		100.00%	\$0.00
Concrete DW endwalls w/ trash rack	2	EA	\$1,000.00	\$2,000.00	\$2,000.00		100.00%	\$0.00
15" HDPE flared end sections	4	EA	\$200.00	\$800.00	\$800.00		100.00%	\$0.00
R-3 Rip-rap aprons	4	CY	\$45.00	\$180.00	\$180.00		100.00%	\$0.00
R-4 Rip-rap aprons	5	CY	\$45.00	\$225.00	\$225.00		100.00%	\$0.00
Swale grading	800	LF	\$3.00	\$2,400.00	\$1,200.00	\$1,200.00	100.00%	\$0.00
Temporary driveway diversion (waterbar)	2	EA	\$300.00	\$600.00	\$600.00		100.00%	\$0.00
Subtotal:				\$18,758.00	\$17,558.00	\$1,200.00	100.00%	\$0.00

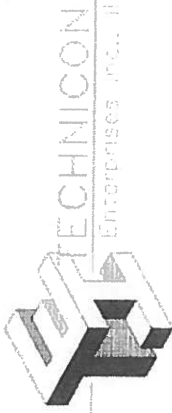
**V EROSION & SEDIMENT POLLUTION CONTROL**

Rock construction entrance	1	EA	\$750.00	\$750.00	\$750.00		100.00%	\$0.00
12" Compost filter sock	125	LF	\$4.00	\$500.00	\$500.00		100.00%	\$0.00
18" Compost filter sock	70	LF	\$5.00	\$350.00	\$350.00		100.00%	\$0.00
24" Compost filter sock	350	LF	\$6.00	\$2,100.00	\$2,100.00		100.00%	\$0.00
Rock filter outlet	2	EA	\$100.00	\$200.00	\$200.00		100.00%	\$0.00
Strip & stockpile topsoil	1	LS	\$3,500.00	\$3,500.00	\$3,500.00		100.00%	\$0.00
Swale matting (NAG S75)	360	SY	\$3.50	\$1,260.00	\$1,260.00		100.00%	\$0.00
Swale matting (NAG S150)	100	SY	\$4.50	\$450.00	\$450.00		100.00%	\$0.00
Swale matting (NAG SC250)	80	SY	\$5.50	\$440.00	\$440.00		100.00%	\$0.00
Swale matting (NAG Shoremax w/ P300)	55	SY	\$20.00	\$1,100.00	\$1,100.00		100.00%	\$0.00
Slope matting (NAG S75)	1525	SY	\$3.50	\$5,337.50	\$5,337.50		100.00%	\$0.00
Compost sock washout	1	EA	\$200.00	\$200.00	\$200.00		100.00%	\$0.00
Replace topsoil, fertilize, seed & mulch	1	LS	\$3,000.00	\$3,000.00	\$3,000.00		100.00%	\$0.00
Subtotal:				\$19,187.50	\$19,187.50	\$0.00	100.00%	\$0.00

**VI MISCELLANEOUS**

As-built plan	1	LS	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00	100.00%	\$0.00
Subtotal:				\$4,000.00	\$0.00	\$4,000.00	100.00%	\$0.00

ELLIOT HOFFMAN SWM 4035-196  
 500 HOLTZMAN ROAD  
 EAST COCALICO TOWNSHIP  
 IMPROVEMENT ESCROW  
 RELEASE NO. 2 DATED: 3/14/24



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:				\$65,674.50	\$58,974.50	\$6,700.00	100.00%	\$0.00
Administration & Inspections:				\$1,400.00	\$1,400.00		100.00%	\$0.00
Contingencies (10%):				\$6,567.45	\$5,897.45	\$670.00	100.00%	\$0.00
<b>Total:</b>				<b>\$73,641.95</b>	<b>\$66,271.95</b>	<b>\$7,370.00</b>	<b>100.00%</b>	<b>\$0.00</b>





# TECHNICON

Enterprises Inc., II

200 Bethlehem Drive  
Suite 201  
Morgantown, PA 19543

Tel. (610) 286-1622

Fax (610) 286-1679

March 28, 2024

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

RE: Scott & Heidi Lindsay SWM  
203 Royal Horse Way  
Release Recommendation No. 1  
TEI File No. 4035-171-BG6.R01

Gentlemen:

The property owner of the above referenced project located at 203 Royal Horse Way has requested a full release from the financial security currently established for site improvements. We have conducted improvements inspections of the project and offer the following recommendation for your consideration:

Requested Release Amount:	\$8,250.00
Recommended Release Amount:	<b>\$8,250.00</b>
Withholding Recommended:	\$ 0.00

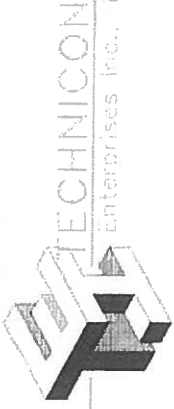
Please refer to the enclosed spreadsheet for an itemized breakdown of the construction costs. Any questions pertaining to this recommendation letter should be directed to the undersigned by email at [mreinert@technicon2.com](mailto:mreinert@technicon2.com) or by telephone at (610) 286-1622, ext. 101.

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  
Scott & Heidi Lindsay  
TEI File: Municipal/East Cocalico/4035-171-BG6-R01 Scott & Heidi Lindsay SWM.doc

SCOTT & HEIDI LINDSAY SWM 4035-171 BG 6  
 203 ROYAL HORSE WAY  
 EAST COCALICO TOWNSHIP  
 IMPROVEMENT ESCROW  
 RELEASE NO. 1 DATED: 3/28/2024



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>								
Installation of infiltration trench	1	LS	\$5,500.00	\$5,500.00	\$0.00	\$5,500.00	100.00%	\$0.00
Installation of yard drain & associated piping	1	LS	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00
Subtotal:				\$7,500.00	\$0.00	\$7,500.00	100.00%	\$0.00
				===== Construction Cost:	=====\$0.00	=====\$7,500.00	=====100.00%	=====\$0.00
				=====\$7,500.00	=====\$0.00	=====\$750.00	=====100.00%	=====\$0.00
				=====\$750.00	=====\$0.00	=====\$750.00	=====100.00%	=====\$0.00
				=====\$8,250.00	=====\$0.00	=====\$8,250.00	=====100.00%	=====\$0.00
<b>Total:</b>				<b>\$8,250.00</b>	<b>\$0.00</b>	<b>\$8,250.00</b>	<b>100.00%</b>	<b>\$0.00</b>



# TECHNICON

Enterprises Inc., II

200 Bethlehem Drive  
Suite 201  
Morgantown, PA 19543

Tel. (610) 286-1622

Fax (610) 286-1679

March 25, 2024

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

RE: Clayton Homes SWM  
762 Smokestown Road  
Release Recommendation No. 3  
TEI File No. 4035-158.R03

Gentlemen:

The consultant for the above referenced project located at 762 Smokestown Road has requested a full release from the financial security currently established for site improvements. We have conducted a final improvements inspection of the property, reviewed the as-built plans, which were acceptable and offer the following recommendation in order to close out the project:

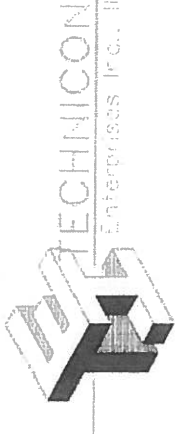
Requested Release Amount:	\$1,737.16
Recommended Release Amount:	<b>\$1,737.16</b>
Withholding Recommended:	\$ 0.00

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,

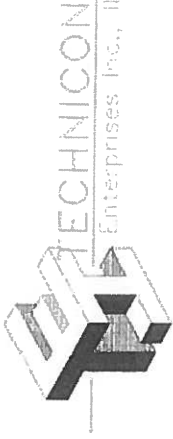
Michael L. Reinert, P.E.  
Technicon Enterprises, Inc. II  
Township Engineer

cc: Tommy Ryan, Township Manager  
Matthew J. Creme, Jr., Esq, Township Solicitor  
James A. Dunkelberger, P.E., Light-Heigel & Associates  
Keith Reed, 762 Smokestown Road  
TEI File: Municipal/East Cocalico/4035-158-R03 Clayton Homes 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>I SITE WORK</b>								
Clearing grubbing	0.47	AC	\$1,000.00	\$470.00	\$470.00		100.00%	\$0.00
Strip topsoil & stockpile	500	CY	\$1.50	\$750.00	\$750.00		100.00%	\$0.00
Rough grading	600	CY	\$1.50	\$900.00	\$900.00		100.00%	\$0.00
Finish grading & seeding	1125	SY	\$0.25	\$281.25	\$281.25		100.00%	\$0.00
Subtotal:				\$2,401.25	\$2,401.25	\$0.00	100.00%	\$0.00
<b>II SOIL, EROSION &amp; SEDIMENTATION CONTROL</b>								
N.A.G. S-75	275	SY	\$1.50	\$412.50	\$412.50		100.00%	\$0.00
Fine grading & final seeding	690	LF	\$1.25	\$862.50	\$862.50		100.00%	\$0.00
Filtrexx sock 12"	0	AC	\$200.00	\$94.00	\$94.00		100.00%	\$0.00
Rock construction entrance	1	LS	\$500.00	\$500.00	\$500.00		100.00%	\$0.00
Subtotal:				\$1,869.00	\$1,869.00	\$0.00	100.00%	\$0.00
<b>III STORMWATER MANAGEMENT</b>								
Cut to fill 3 rain gardens	210	CY	\$4.00	\$840.00	\$840.00		100.00%	\$0.00
6" PVC	470	LF	\$4.25	\$1,997.50	\$1,997.50		100.00%	\$0.00
.75" PVC	5	LF	\$2.50	\$12.50	\$12.50		100.00%	\$0.00
Clean outs	9	LS	\$100.00	\$900.00	\$900.00		100.00%	\$0.00
2'x2' Stone conveyance trenches	2	LS	\$655.00	\$1,310.00	\$1,310.00		100.00%	\$0.00
3 - 48" SLCPP ea 20' long	60	LF	\$65.00	\$3,900.00	\$3,900.00		100.00%	\$0.00
PA 2B Stone backfill for culverts	38	Ton	\$9.00	\$342.00	\$342.00		100.00%	\$0.00
Stone bedding for culverts	16	Ton	\$8.00	\$128.00	\$128.00		100.00%	\$0.00
R-3 & R-5 riprap	25	Ton	\$10.00	\$250.00	\$250.00		100.00%	\$0.00
Stacked shot rock for culvert protection	25	Ton	\$8.00	\$200.00	\$200.00		100.00%	\$0.00
As-built plan	1	LS	\$1,400.00	\$1,400.00	\$0.00	\$1,400.00	100.00%	\$0.00
Trash rack / rodent protection	6	EA	\$35.00	\$210.00	\$210.00		100.00%	\$0.00
Ernst seed mix ERNMX-126	1	LB	\$12.35	\$12.35	\$12.35		100.00%	\$0.00
Subtotal:				\$11,502.35	\$10,102.35	\$1,400.00	100.00%	\$0.00

CLAYTON HOMES SWM 4035-158  
 762 SMOKESTOWN ROAD  
 EAST COCALICO TOWNSHIP  
 IMPROVEMENT ESCROW  
 RELEASE NO. 3 DATED: 3/25/2024



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:				\$15,772.60	\$14,372.60	\$1,400.00	100.00%	\$0.00
Contingencies (10%):				\$1,577.26	\$1,437.26	\$140.00	100.00%	(\$0.00)
Twp. Const. Observation (2.5%)				\$394.32	\$197.16	\$197.16	100.00%	\$0.00
<b>Total:</b>				<b>\$17,744.18</b>	<b>\$16,007.02</b>	<b>\$1,737.16</b>	<b>100.00%</b>	<b>\$0.00</b>



Account	Budget	Actual	% of Budget
01.301 REAL PROPERTY TAXES	1,944,650.00	19,124.85	0.98%
01.310.1 ACT 511 RE TRANSFER TAX	266,500.00	85,191.79	31.97%
01.310.2 EARNED INCOME TAX	2,122,000.00	531,252.22	25.04%
01.310.5 LOCAL SERVICE TAX	385,000.00	105,818.65	27.49%
01.320 PERMIT REVENUES	725.00	25.00	3.45%
01.321 LICENSES/FRANCHISE	132,500.00	29,150.39	22.00%
01.331 FINES/PARKING TICKETS	20,940.00	6,081.97	29.04%
01.341 INTEREST EARNINGS	94,225.00	56,310.94	59.76%
01.342 RENTS/ROYALTIES	1,525.00	0.00	0.00%
01.351 INTERGOV'T REV FEDERAL	0.00	0.00	0.00%
01.354 INTERGOV'T REV STATE	780,256.19	3,443.13	0.44%
01.355 STATE SHARED REVENUE	86,442.31	0.00	0.00%
01.356 StatePaymentsInLieuOfTax	69.00	0.00	0.00%
01.357 LOCAL GOV'T/OPER.GRANT	0.00	0.00	0.00%
01.358 LOCAL GOV'T/SHARED PAYTS	744,658.59	66,687.77	8.96%
01.361 COMMUNITY DEV FEES	24,735.00	11,271.00	45.57%
01.362.1 PUBLIC SAFETY	45,450.00	13,313.64	29.29%
01.362.4 INSP/PERMIT/LIC ComDev	155,605.00	19,762.43	12.70%
01.363 PERMITS ROADS	4,800.00	308.00	6.42%
01.364 RECYCLING SERVICES	3,800.00	1,713.05	45.08%
01.367 RECREATION/POOL	63,775.00	70.00	0.11%
01.380 MISCELLANEOUS	1,875.00	20.00	1.07%
01.387 DONATIONS/CONTRIBUTIONS	0.00	0.00	0.00%
01.391 PROCEEDS/GEN.FIXED ASSETS	5,450.00	5,473.05	100.42%
01.392.3 InterfdOperatingTrans.	286,374.25	0.00	0.00%
01.395 REFUNDS	550.00	0.00	0.00%
<b>Total Revenues</b>	<b>7,171,905.34</b>	<b>955,017.88</b>	<b>13.32%</b>
01.400 SUPERVISORS	21,575.00	5,385.69	24.96%
01.401 MANAGEMENT	230,975.00	51,162.84	22.15%
01.402 FINANCIAL ADMINISTRATION	100,058.00	23,850.04	23.84%
01.403 TAX COLLECTOR	30,572.00	2,743.55	8.97%
01.404 PROFESSIONAL SERVICES	134,950.00	37,922.71	28.10%
01.405 GENERAL GOVT - OFFICE	121,650.00	27,516.74	22.62%
01.406 PERSONNEL ADMINISTRATION	1,750.00	0.00	0.00%
01.408 ENGINEER	38,400.00	2,020.24	5.26%
01.409 GENERAL GOVT - BUILDING	84,082.00	11,144.87	13.25%
01.410 POLICE DEPARTMENT	3,348,365.00	885,013.13	26.43%
01.411 FIRE/EMERGENCY MGT.	238,522.31	175.00	0.07%
01.412 AMBULANCE/EMERGENCY	43,000.00	0.00	0.00%
01.413.14.01 Sewage Enforcement Off.	0.00	0.00	0.00%
01.413.14.05 SEO/On Lot Sewage	0.00	0.00	0.00%
01.413.4 CONTRACTED SERVICES	14,500.00	491.25	3.39%
01.414 COMMUNITY DEVELOPMENT	233,182.00	44,879.08	19.25%
01.415 PUBLIC SAFETY	1,380.00	210.40	15.25%
01.426 RECYCLING	12,050.00	0.00	0.00%
01.429 SANITATION	425.00	0.00	0.00%
01.430 HIGHWAY DEPARTMENT	409,197.00	98,149.69	23.99%

Account	Budget	Actual	% of Budget
01.432 SNOW MATERIALS/HIGHWAY	87,175.00	31,935.75	36.63%
01.433 TRAFFIC SIGNALS & SIGNS	49,704.00	2,561.40	5.15%
01.437 REPAIRS TOOLS & MACHINERY	37,980.00	7,844.85	20.66%
01.438 ROADS/MAINTENANCE/REPAIRS	90,450.00	0.00	0.00%
01.446 MS4/SWM/WATERSHED	107,412.00	1,047.51	0.98%
01.452 SWIMMING POOL	148,243.00	2,842.70	1.92%
01.454 PARKS	19,800.00	598.17	3.02%
01.456 LIBRARIES	30,000.00	0.00	0.00%
01.465 COMMUNITY	11,000.00	0.00	0.00%
01.471 DEBT PRINCIPAL	274,236.66	33,574.74	12.24%
01.472 DEBT INTEREST	12,137.58	1,445.12	11.91%
01.475 DEBT COSTS	0.00	0.00	0.00%
01.480 MISCELLANEOUS	2,100.00	0.00	0.00%
01.486 INSURANCE	95,323.26	69,521.15	72.93%
01.487 INSURANCE/BENEFITS	469,181.16	108,270.92	23.08%
01.491 OTHER FINANCING USES	100.00	0.00	0.00%
01.492 INTERFUND TRANSFERS			
01.492.3 TRANS.CAP.RES.POLICE PEN.			
01.492.35 TRANSFER TO STATE FUND	0.00	0.00	0.00%
<b>Total TRANS.CAP.RES.POLICE PEN.</b>	<b>672,429.37</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total INTERFUND TRANSFERS</b>	<b>672,429.37</b>	<b>0.00</b>	<b>0.00%</b>
01.499 REIMBURSABLE EXPENSES	0.00	0.00	0.00%
<b>Total Expenditures</b>	<b>7,171,905.34</b>	<b>1,450,307.54</b>	<b>20.22%</b>
<b>Total GENERAL FUND</b>	<b>0.00</b>	<b>-495,289.66</b>	
<b>Total All Funds</b>	<b>0.00</b>	<b>-495,289.66</b>	



LIGHT FUND

Account	Budget	Actual	% of Budget
02.301 REAL PROPERTY TAXES	228,785.00	1,295.00	0.57%
02.341 INTEREST EARNINGS	1,450.00	581.88	40.13%
<b>Total Revenues</b>	<b>230,235.00</b>	<b>1,876.88</b>	<b>0.82%</b>
02.403 TAX COLLECTION	4,390.00	18.90	0.43%
02.434 STREET LIGHTING	182,400.00	45,209.03	24.79%
02.435.00.00 Capital Improvements	150,000.00	0.00	0.00%
<b>Total Expenditures</b>	<b>336,790.00</b>	<b>45,227.93</b>	<b>13.43%</b>
<b>Total LIGHT FUND</b>	<b>-106,555.00</b>	<b>-43,351.05</b>	

Account	Budget	Actual	% of Budget
03.301 REAL PROPERTY TAXES	69,560.00	634.44	0.91%
03.341 INTEREST EARNINGS	1,490.00	610.08	40.94%
<b>Total Revenues</b>	<b>71,050.00</b>	<b>1,244.52</b>	<b>1.75%</b>
03.403 TAX COLLECTION	3,050.00	19.25	0.63%
03.448 PUBLIC WORKS/HYDRANT	66,060.00	16,425.00	24.86%
<b>Total Expenditures</b>	<b>69,110.00</b>	<b>16,444.25</b>	<b>23.79%</b>
<b>Total HYDRANT FUND</b>	<b>1,940.00</b>	<b>-15,199.73</b>	

RECREATION FUND

Account	Budget	Actual	% of Budget
04.341 INTEREST EARNINGS	2,550.00	911.39	35.74%
04.367 Recreation	200.00	0.00	0.00%
04.383 SPECIAL ASSESSMENTS	12,000.00	0.00	0.00%
04.392.01.10 Transfers	0.00	0.00	0.00%
<b>Total Revenues</b>	<b>14,750.00</b>	<b>911.39</b>	<b>6.18%</b>
04.454 PARKS	30,000.00	0.00	0.00%
04.480.00.08 Bank Service Chg	0.00	0.00	0.00%
<b>Total Expenditures</b>	<b>30,000.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total RECREATION FUND</b>	<b>-15,250.00</b>	<b>911.39</b>	

Account	Budget	Actual	% of Budget
30.341 INTEREST EARNINGS	196,284.00	18,911.67	9.63%
30.363 PERMITS/HWY/STREETS	0.00	0.00	0.00%
30.383 SPECIAL ASSESSMENTS	0.00	0.00	0.00%
30.391.20.00 Insurance Proceeds	0.00	41,500.00	100.00%
30.392 TRANSFERS FROM GENERAL FD	672,429.37	0.00	0.00%
<b>Total Revenues</b>	<b>868,713.37</b>	<b>60,411.67</b>	<b>6.95%</b>
30.405 GENERAL GOVERNMENT	0.00	0.00	0.00%
30.409 GENERAL GOV'T BUILDING	11,200.00	4,084.00	36.46%
30.410.70.00 Police	117,630.00	0.00	0.00%
30.415.70.00 Radios Capital Purchase	0.00	0.00	0.00%
30.430 HIGHWAY/SHED	194,000.00	28,728.24	14.81%
30.433 TRAFFIC SIGNALS & SIGNS	40,000.00	62,507.90	156.27%
30.438 RoadRepairs/Maint.	200,000.00	3,103.91	1.55%
30.439.00.00 Road Resurfacing/Old Home	0.00	0.00	0.00%
30.452 POOL	0.00	0.00	0.00%
30.454 PARKS	0.00	0.00	0.00%
30.480 OTHER	0.00	0.00	0.00%
30.492.30.00 General Fund	286,374.25	0.00	0.00%
30.492.30.01 Recreation Fund	0.00	0.00	0.00%
30.492.30.03 Other	0.00	0.00	0.00%
30.492.43.00 Highway	0.00	0.00	0.00%
<b>Total Expenditures</b>	<b>849,204.25</b>	<b>98,424.05</b>	<b>11.59%</b>
<b>Total CAPITAL RESERVE FUND</b>	<b>19,509.12</b>	<b>-38,012.38</b>	

Account	Budget	Actual	% of Budget
33.341.00.02 Interest ENB	19,300.00	582.10	3.02%
33.341.00.03 Interest MM Univest	0.00	6,289.43	100.00%
33.361.30.05 Traffic Impact Fees	19,656.00	0.00	0.00%
<b>Total Revenues</b>	<b>39,956.00</b>	<b>6,871.53</b>	<b>17.64%</b>
33.405.20.00 Office Supplies	0.00	0.00	0.00%
33.414.31.00 Engineering	2,500.00	0.00	0.00%
33.414.31.02 Land Planning	0.00	0.00	0.00%
33.414.31.05 Legal	1,000.00	0.00	0.00%
33.433.00.00 Traffic Signals and Signs	0.00	0.00	0.00%
33.433.00.01 TRAFFIC PLAN ENG SOUTHERN	0.00	0.00	0.00%
33.438.00.00 Repairs & Maintenance	0.00	0.00	0.00%
33.439.00.00 Road R.esurfacing	0.00	0.00	0.00%
33.480.00.08 Bank Service Charge	0.00	0.00	0.00%
33.492.30.00 Transfer to General Fund	0.00	0.00	0.00%
33.492.43.00 Transfer to Highway Fund	0.00	0.00	0.00%
<b>Total Expenditures</b>	<b>3,500.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total TRAFFIC IMPACT FUND</b>	<b>35,456.00</b>	<b>6,871.53</b>	

STATE FUND

Account	Budget	Actual	% of Budget
35.341 INTEREST EARNINGS	3,850.00	409.18	10.63%
35.355 SHARED REV. & ENTITLEMENTS	381,850.00	6,600.00	1.73%
35.363 Highways and Streets	14,676.71	0.00	0.00%
35.391 PROC.GEN.FIXED.ASSETS	0.00	0.00	0.00%
35.392.01 TRANSFER FROM GEN.FD.	0.00	0.00	0.00%
35.393 Loan Proceeds/LongTermDeb	0.00	0.00	0.00%
<b>Total Revenues</b>	<b>400,376.71</b>	<b>7,009.18</b>	<b>1.75%</b>
35.432 WINTER MAINT./SNOW	0.00	0.00	0.00%
35.433 TRAFFIC MAINT./CONTROL	0.00	0.00	0.00%
35.437 MACHINERY/TOOLS REPAIR	0.00	0.00	0.00%
35.438 ROAD REPAIRS/MAINT.	0.00	0.00	0.00%
35.439 ROAD/BRIDGE PROJECTS	450,000.00	0.00	0.00%
35.480 BANK CHARGES	0.00	0.00	0.00%
35.492 INTERFUND TRANSFERS	0.00	0.00	0.00%
<b>Total Expenditures</b>	<b>450,000.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total STATE FUND</b>	<b>-49,623.29</b>	<b>7,009.18</b>	

Account	Budget	Actual	Actual % of Budget
36.341.00.01 Interest	10,800.00	4,501.02	41.68%
36.351.01.00 ARPA Funds	298,150.00	0.00	0.00%
<b>Total Revenues</b>	<b>308,950.00</b>	<b>4,501.02</b>	<b>1.46%</b>
36.402.70.00 Capital Purchase Laptop	0.00	0.00	0.00%
36.405.12.00 Intern Program	0.00	5,122.25	100.00%
36.405.70.00 Capital Purchase Laptop	0.00	0.00	0.00%
36.409.36.00 Records Management	0.00	0.00	0.00%
36.409.70.10 HVAC Improvements	0.00	0.00	0.00%
36.409.70.20 Generator	0.00	0.00	0.00%
36.409.70.30 Cap Purch-Aud/Vid Eqpmnt	0.00	0.00	0.00%
36.410.35.00 Pension Contribution	37,500.00	0.00	0.00%
36.410.37.02 Laptops Police Vehicles	0.00	0.00	0.00%
36.410.70.10 Cap Purch-Breathalyzer	0.00	0.00	0.00%
36.411.50.01 Air Packs	0.00	0.00	0.00%
36.411.50.05 Reamstown FC Fuel Reim	0.00	0.00	0.00%
36.411.50.06 Smokestown FC Fuel Reim	0.00	0.00	0.00%
36.411.50.07 Stevens FC Fuel Reim	0.00	0.00	0.00%
36.414.70.00 Capital Purchase Laptop	0.00	0.00	0.00%
36.415.37.01 Traffic Preemptions	0.00	0.00	0.00%
36.430.70.00 Capital Purchase Laptop	0.00	0.00	0.00%
36.430.70.10 Salt Shed	0.00	0.00	0.00%
36.446.00.02 FS4 Farm Cooperation	0.00	11,250.00	100.00%
36.446.04.01 Reamstown Hghts Project	0.00	0.00	0.00%
36.446.04.02 Rose Hill Basin Project	0.00	83,926.91	100.00%
36.446.04.03 Culvert Replacement Proje	851,399.00	0.00	0.00%
<b>Total Expenditures</b>	<b>888,899.00</b>	<b>100,299.16</b>	<b>11.28%</b>
<b>Total AMERICAN RESCUE PLAN ACT</b>	<b>-579,949.00</b>	<b>-95,798.14</b>	
<b>Total All Funds</b>	<b>-694,472.17</b>	<b>-177,569.20</b>	

# Public Works Department Report

## March 2024

1. Road/Bridge Maintenance
  - a. Cleaned streets and drains as needed
  - b. Sign maintenance, clean straighten and replace as need
  - c. Cleaned bridge decks and undersides as needed
  - d. Remove advertising signage
  - e. Inspected and cleaned out cross pipes
  - f. Inspecting trench restoration in Meadowbrook
  - g. Scraped road side edges
  - h. Road side tree trimming
  - i. Cleaned inlets out
  
2. Parks/Reamstown pool
  - a. Blow off skate park and walking trail as needed
  - b. Cleaned up sticks and debris at parks as needed
  - c. Emptied garbage cans throughout parks weekly
  - d. Playground inspections and maintenance
  - e. Pool closed
  - f. Pumped excess water down out of pool
  - g. Put covers over new pipes in the showers
  
3. Equipment/vehicle maintenance
  - a. Washed trucks and equipment weekly
  - b. Run all equip, that hasn't been used in the past 2 weeks
  - c. Worked on loader tires
  - d. Replaced water pump on the chipper
  - e. Replaced radiator in bucket truck
  - f. Installed new spot light on truck
  - g. Replaced hyd. Filter housing on International
  
4. Miscellaneous
  - a. Cleaned shop and bathroom weekly
  - b. Posted Zoning hearing signage
  - c. Continue responding/marking PA one calls
  - d. Painted at office
  - e. Maintain woody waste
  - f. Sprayed rose hill basin
  - g. Storm clean up





# TECHNICON

Enterprises Inc., II

200 Bethlehem Drive  
Suite 201  
Morgantown, PA 19543

Tel. (610) 286-1622

Fax (610) 286-1679

March 28, 2024

East Cocalico Township  
100 Hill Road  
Denver, PA 17517

RE: Building  
Inspectors Report  
March 2024

Dear Board Members:

The following Building Inspector activities were conducted in East Cocalico Township during the month of March 2024.

### Building Permits Issued

24-032B	Heck Construction	20 Brunners Grove Rd.	New home
24-043B	Fred Heim	251 N. Reamstown Rd.	Complete interior renovation
24-045B	Christopher & Carolyn Iosca	270 Black Horse Rd.	Basement renovation
24-048B	New Enterprise Stone & Lime Co., Inc.	74 Kurtz Rd.	Roof demolition
24-049B	New Enterprise Stone & Lime Co., Inc.	74 Kurtz Rd.	Roof replacement
24-052MEP	Sharon Getty	7 Karen Ct.	Replace 200 AMP underground service
24-046B	Andrew & Michelle Possessky	471 Hill Rd.	Out building
24-053B	John & Mary Getz	2 Lakeside Dr.	Remove & replace sunroom
24-54AES	Kenneth Leiner	11 Heron Dr.	Roof mounted solar
24-056B	Jeffrey Wenger	3 Lighthouse Blvd. lot 93	Duplex
24-057B	Jeffrey Wenger	5 Lighthouse Blvd. lot 94	Duplex
24-058P	Integrity Pools & Spa	475 Mohns Hill Rd.	Inground Pool
24-055B	Jeffrey Wenger	1 Lighthouse Blvd.	SFD & Detached Garage w/ Apt.
24-062MEP	Marsha Beamenderfer	12 Dubson Circle	Electrical upgrade
24-067B	Precision Medical	44 Denver Rd.	Flammable storage container
24-069B	Mark Hess	3 Buena Vista Lane	Bathroom in basement

### Driveway Permits Issued

None



### Building Inspections Conducted

23-020	Four Season Produce	400 Wabash Rd.	Electric service, rough & final electric
23-076	Cocalico School District	44 S. Reamstown Rd.	Frame, rough electric & Plumbing
23-093	Wright Ebersole LLC	2152 N. Reading Rd.	Rough mechanical
23-138	Sunview Partners	40 Pacific Blvd., lot 34	Final
23-140	Sunview Partners	37 Pacific Blvd., lot 36	Final
23-143	Sunview Partners	30 Pacific Blvd., lot 39	Wallboard
23-144	Sunview Partners	28 Pacific Blvd., lot 40	Frame, rough electric, plumbing & mechanical
23-145	Landmark Bldrs.	4 Lamplight Dr., lot 11	Final
23-253	Greg & Brianna Downing	17 Lee Dr.	Frame
23-270	Sunview Partners	2 Atlantic Blvd.	Footer
23-294	Bobbie Walsh	7 Whitetail Dr.	Electric bonding
23-306	Zimmerman Home Bldrs.	2 Lighthouse Blvd., lot 62	Wallboard
23-307	Zimmerman Home Bldrs.	17 Pacific Blvd., lot 63	Wallboard
23-314	Patrick McCarty	12 Lee Dr.	Final
23-317	Derrick Good	456 Hill Rd.	Footer
23-327	Heck Residential	Mohns Hill Rd., lot 1	Footer, foundation
23-344	Levi & Susie Horst	292 E. Church St.	Footer
23-346	Ken Grube	5 Lee Dr.	Wallboard
24-002	Mt. Zion Baptist Church	3 Denver Rd.	Footer
24-004	Jeffrey Wenger	2 Anchor Ave., lot 91	Electric service
24-005	Jeffrey Wenger	4 Anchor Ave., lot 90	Electric service, frame, rough electric, plumbing & mechanical
24-015	Reinholds VFW Assoc.	250 Brunners Grove Rd.	Final
24-016	Kristi Burke	22 Winding Way	Footer
24-019	Landmark Bldrs.	24 Lee Dr., lot 1	Footer, foundation
24-020	Brett Bates	67 Ream Rd.	Final electric
24-022	David & John King	11 Yacht Ave.	Footer, foundation
24-023	Aboat LLC	13 Yacht Ave.	Footer, foundation
24-024	Sunview Partners	27 Pacific Blvd., lot 68	Footer
24-028	Chester M. Burkholder	478 Black Horse Rd.	Final
24-031	Doug DeHaven	28 E. Summit Dr.	Footer, frame, final



**Building Issues**

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

Respectfully submitted,

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

cc: TEIfile/East Cocalico/monthly building report

# Zoning Report

March 2024

## Zoning Hearing Board (March 13)

- Martin (ZHB 23-782) – Denied a variance to permit an accessory structure in a front yard setback.
- Valore, LLC & T-Mobile (ZHB 24-783) – Applicant seeks a special exception to allow a wireless communication facility tower use, and a variance as to a property line setback. Announced a continuance to the April 10 meeting.

## Zoning Permits

- Thirteen zoning permits issued.



# TECHNICON

Enterprises Inc., II

200 Bethlehem Drive  
Suite 201  
Morgantown, PA 19543

Tel. (610) 286-1622

Fax (610) 286-1679

April 3, 2024

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

RE: S.E.O. Report  
March 2024

Dear Board Members:

The following S.E.O. work was conducted in East Cocalico Township during the month of March 2024.

**Septic System Permits Issued**

Heck Construction 20 Brunners Grove Road  
Permit issued for the installation of an elevated sandmound bed septic system.

**Septic Systems Being Installed**

None

**Final Inspections Conducted**

Timothy & Dianna Leed 456 Smokestown Road  
Installation of replacement septic tank complete.

**Soil Testing**

None

**Malfunction Investigation**

None

**Miscellaneous Tasks**

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

Respectfully submitted,

Quinn Haller  
Technicon Enterprises, Inc. II  
E. Cocalico Township  
Sewage Enforcement Officer

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