

LAMPETER-STRASBURG SCHOOL DISTRICT

Lampeter, Pennsylvania 17537

BOARD WORKSHOP MEETING AGENDA

October 21, 2024

Meeting Called to Order

Opportunity for Public Comment Regarding Agenda Items

FOR BOARD WORKSHOP ACTION

BUSINESS AND FINANCE COMMITTEE

1. RECOMMENDATION FOR APPROVAL OF CHANGE ORDERS FOR THE EARLY CHILDHOOD CENTER PROJECT

Recommend the approval of change orders for the Early Childhood Center project, as follows:

- a. eci Construction LLC Change Order GC #33 Deduct \$74,740 For window head detail scope not required of contractor.
- b. eci Construction LLC Change Order GC #34 Deduct \$7,482 To delete the scope of removing and replacing the brine tank lid at Lampeter Elementary loading dock.
- c. eci Construction LLC Change Order GC #35 Deduct \$18,186 For difference in asphalt index from bid opening to time of placement.

2. RECOMMENDATION FOR APPROVAL OF AGREEMENTS RELATED TO THE MARTIN MEYLIN MIDDLE SCHOOL RENOVATION PROJECT

Recommend the approval of agreements as required by West Lampeter Township for the renovations of the Martin Meylin Middle School renovation project, as follows and as posted:

- a. Nonresidential Land Development Agreement
- b. Declaration of Riparian Buffer Easement
- c. Cash Escrow Agreement

MISCELLANEOUS

3. DISCUSSION OF PSBA PRINCIPLES FOR GOVERNANCE AND LEADERSHIP

Dr. Peart will lead a discussion of PSBA Principles for Governance and Leadership, as posted.

Opportunity for Public Comment

Adjournment

MUNII

Prepared by: William J. Cassidy, Jr.,
Appel, Yost & Zee LLP
33 North Duke Street
Lancaster, PA 17602
(717)394-0521

Return to: Same
Parcel I.D. #: 320-72603-0-0000

NONRESIDENTIAL LAND DEVELOPMENT AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2024, by and between the Township of West Lampeter, a second class township operating under the laws of the Commonwealth of Pennsylvania with municipal offices at 852 Village Road, Lampeter, Lancaster County, Pennsylvania ("Township"), and Lampeter-Strasburg School District, a public school duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its district offices at 1600 Book Road, Lancaster, Pennsylvania 17602("Developer").

WITNESSETH

WHEREAS, Developer is the legal or equitable owner of a certain tract of ground comprising 161.87 acres, more or less, located at 1007 Village Road in West Lampeter Township, Lancaster County, Pennsylvania, which entire parcel is more fully described in the legal description attached hereto, made a part hereof, and marked Exhibit "A" (the "Tract"); and

WHEREAS, Developer desires to develop the Tract or a portion thereof (the "Development") in accordance with certain final subdivision and/or land development plans for the project known as Martin Meylin Middle School , prepared by Architerra, P.C. being Project No. 3410, consisting of 19 sheets, dated March 15, 2024, with the last revision dated August 8, 2024, said plans hereinafter referred to as the "Plans" (a complete schedule of the plans to be recorded and all supporting plans is attached hereto as Exhibit "B" and expressly made a part hereof); and

WHEREAS, Developer desires to develop all or a portion of the Tract and install the public improvements and/or common amenities shown on said Plans in accordance with the Township Subdivision and Land Development Ordinance and the Pennsylvania Municipalities Planning Code ("MPC"); and

WHEREAS, if public sewer service and/or public water service is proposed for the Development, Developer has entered into a separate agreement or agreements with Suburban Lancaster Sewer Authority ("SLSA") to guarantee sewer service to the Development and into a separate agreement or agreements with the City of Lancaster (the "City") to guarantee water service to the Development and has delivered true, correct, and fully executed copies of same to the Township (collectively referred to as the "Utility Agreements"); and

WHEREAS, the Township is prepared to approve the aforesaid Plans provided the duties and obligations of the Developer with regard to the Development and the public improvements and/or common amenities shown on the Plans and such other off-site public improvements as are

reasonably related to the burdens to be placed upon the Township by the Development are clarified and the completion of those public improvements and/or common amenities is secured in the manner prescribed by the MPC.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, agree as follows:

1. IMPROVEMENTS. All public and common improvements to be constructed and or installed and/or paid for in whole or in part by the Developer (as well as the estimated costs of completing each) are listed on Exhibit "C" for improvements required to be constructed by the Township Subdivision and Land Development Ordinance, Storm Water Management Ordinance, Road Ordinance or other applicable Ordinance or the rules and regulations of SLSA and the City and on Exhibit "D" for capital contributions to be made by the Developer or other improvements to be constructed by Developer to address the impact of the Development upon the Township which are not expressly required by applicable Ordinances or by SLSA and/or the City, both of which Exhibits are attached hereto and are expressly made a part hereof (the said public and common improvements shall hereinafter be referred to collectively as the "Improvements"). Improvements which will be dedicated to SLSA and/or the City shall hereafter be referred to as "Sewer/Water Improvements", and all other public and common improvements, including but not limited to improvements which will be dedicated to the Township and storm water management facilities, shall be referred to hereafter as "Township Improvements". The following provisions shall be applicable to the Township Improvements and Sewer/Water Improvements:

A. Sidewalks, Curbing and Cartways. Developer shall construct all roadways, curbing and cartways as shown on the Plans. No roadway shall be constructed between November 15 and March 15 of any year without prior written approval of the Township Engineer.

B. Sanitary Sewers. Developer shall construct sanitary sewers to service the Tract and shall also provide laterals or approved service lines to serve each building erected thereon consistent with the Plans and the applicable Utility Agreement.

C. Water Lines. Developer shall construct and install all water lines shown on the Plans so that each building to be constructed on the Tract shall be served with public water facilities in accordance with the applicable Utility Agreement. Furthermore, Developer shall submit to the Township satisfactory proof that public water will be adequately supplied to each and every aspect of the Development which requires water.

D. Storm Water Management. Developer shall construct storm water management facilities as shown on the Plans in order to adequately drain the Tract of surface waters. In the event that at any time during the construction period the Township Engineer determines that the storm water management facilities as designed are inadequate, Developer shall submit for approval a revised storm water management plan and shall make all of the changes necessary to the storm water management facilities to adequately drain the tract of surface water. Provided, however, if in such an instance Developer does not agree with the Township Engineer that the design is inadequate or that changes are necessary, Developer, within 10 business days of written notice of

inadequacy from the Township, may notify the Township that the determination of inadequacy is disputed. If within 20 business days of the date of written notice of inadequacy from the Township, the Township and Developer cannot agree on the changes, if any, necessary to the storm water management plans, Developer and the Township shall jointly, by mutual agreement, appoint an independent professional engineer licensed as such in the Commonwealth to review the determination of adequacy of the storm water management plan and to determine the changes, if any, that are necessary. The determination by said professional engineer and the appointment of an engineer if the parties cannot agree on one shall be made in a manner consistent with that set forth with respect to fee reimbursement disputes in the MPC at Sections 510(g)(3) and (4) or any amendment to those statutory provisions. The fee of the appointed professional engineer shall be paid by the Township if the independent engineer determines that Developer's existing or proposed revised storm water management plans are adequate. If the plans or revised plans are not adequate in the opinion of the independent professional engineer, Developer shall pay the fee of the appointed professional engineer and shall make all of the changes necessary to the storm water management facilities. Developer shall obtain at its sole expense any necessary storm drainage easements. Developer and the Township shall enter into a separate Storm Water Management Agreement and Declaration of Easement concerning the installation and maintenance of the storm water management facilities in a form and content acceptable to the Township.

E. Curbs. Developer shall construct all curbs and curb depressions as shown on the Plans providing sufficient curb depressions for each building as shown thereon.

F. Plantings. Developer shall plant all trees, shrubs, lawns, and other landscaping materials as shown on landscaping plans filed with the Township and, in addition thereto, shall comply with all screening and buffering requirements of West Lampeter Township Ordinances. Developer shall remove all unauthorized plantings within the rights-of-way of the Township or SLSA or the City and refrain from the planting of any shrubbery or landscaping materials in any of the rights-of-way or intersection lines of sight as shown on the Plans.

G. Signs. Developer shall erect such street sign or signs, traffic control sign or signs, and no parking sign or signs within the Tract as shall be determined exclusively by the Township. Such signs shall be of the type, size, and construction designated by the Township and shall be paid for by the Developer. Developer shall erect all no parking signs required by the Township prior to the issuance of the certificate of use and occupancy for the first building constructed on the Tract. Developer shall also pay for the cost of any traffic studies if required to be performed under the Vehicle Code and any legal and advertising costs incurred by the Township to enact the necessary traffic ordinances in connection with the erection of such signs.

H. Other Improvements. The list of Township Improvements and Sewer/Water Improvements contained in Paragraphs 1.A. through 1.G. is not intended to encompass all of the Improvements required or shown on the Plans aforesaid. Developer shall install, construct or supply all other Improvements set forth on the Plans, listed on Exhibit "C" or

required by Township, SLSA, City, County, State or Federal laws, ordinances, rules or regulations.

I. Capital Improvements. Developer and Township expressly recognize that development of the Tract will have effects which cannot be addressed through the improvements constructed and/or installed by Developer on the Tract. Developer and Township also expressly realize that the effects of the development of the Tract will interact with existing conditions and other proposed and potential development within the Township. Developer and Township agree that development of the Tract will contribute to the need for the Improvements set forth on Exhibit "D" but that development of the Tract is not the sole cause of such need. In order to address the need for the Improvements set forth in Exhibit "D", Developer shall contribute the sums set forth in Exhibit "D" and/or install such Improvements as are indicated on Exhibit "D" and the Plans.

Developer acknowledges that the capital contributions and/or off-site improvements set forth in Exhibit "D" herein have not been required by the Township as a condition of the approval of the Plans and are voluntarily made by Developer to address the effects of the proposed development. Developer acknowledges that the capital contributions set forth herein are not impact fees and are not governed by Article V-A of the MPC.

J. Payment of Fee in Lieu of Completion of Required Improvements. Developer acknowledges that certain Township Improvements are required to be constructed by applicable Township Ordinances, the installation of which Developer has requested the Township to modify and/or to waive for reasons set forth in a request for a modification and/or waiver. In other cases, certain Township Ordinances permit the Developer to make a contribution to the Township in lieu of making the improvements. In order to enable the Township to install such improvements at an appropriate future date, Developer has made a contribution to the Township as set forth in Exhibit "E".

2. CONDITIONS PRECEDENT TO CONSTRUCTION.

A. Before commencing construction of the Improvements, Developer shall submit to the Township Engineer the specifications for materials to be used in such construction, and Developer shall not proceed with any construction without the written approval of the Township Engineer.

B. Unless the Township specifically agrees otherwise in writing and Developer complies with all conditions imposed by the Township with regard to the commencement of construction, the Township shall not issue any zoning or building permits, and Developer shall not commence construction of the Improvements until:

(1) Developer records the Plan according to law;

(2) Developer presents evidence satisfactory to the Township Solicitor that Developer has legal title to the Tract;

(3) This Agreement is duly signed, acknowledged, and delivered;

(4) Developer pays all fees required by Township ordinances and regulations, including payment of legal and engineering fees and expenses incidental to review of the Development;

(5) Developer pays all amounts due the Township under Paragraphs 1(I) and/or 1(J);

(6) Developer provides Financial Security to the Township and to the Pennsylvania Department of Transportation ("PennDOT"), SLSA, and the City, as applicable; and

(7) Developer enters into the Utility Agreements.

3. CONSTRUCTION, INSTALLATION OR SUPPLY OF IMPROVEMENTS IN ACCORDANCE WITH THE SPECIFICATIONS. Developer shall construct, install or supply all Township Improvements and Sewer/Water Improvements in accordance with the requirements and specifications of the Township, SLSA, the City, PennDOT, and the Pennsylvania Department of Environmental Protection ("DEP"), and all other laws, ordinances, rules and regulations of all duly constituted public authorities which shall have jurisdiction over the installation, construction, supply or maintenance of any Improvements. Developer shall install all utility lines in the Tract underground. Developer shall locate all underground structures and utilities which may be encountered during the construction of the Development, including but not limited to water, steam, oil and gas mains and lines, storm and sanitary sewers, telephone lines, cable television lines, electric conduits, and other underground installations, and shall make adequate provisions to protect the same from damage or disruption. In order to determine the location of the underground structures and utilities aforesaid, Developer shall arrange with the owners of such underground structures or utilities to assign a representative to mark the locations thereof. Developer shall pay the cost of determining the location and all other costs attendant with the identification and protection of all underground utilities in accordance with the provisions of the Act of December 10, 1974, P.L. 852, No. 287, as amended, 73 P.S. §176 et seq. Developer shall not enter upon, or occupy with workers, tools or materials, any private lands outside the Tract without the written permission of the owners of such private adjacent tracts having been obtained in advance.

4. PRIOR NOTICE TO THE TOWNSHIP OF INTENT TO BEGIN GROUND CLEARING. No grading, excavating, removing or destruction of top soil, trees or other vegetative cover of any kind nor changes in the contours of the Tract shall be made unless and until the Township Engineer has been given 72 hours' written notice of Developer's intention to do so. Upon receipt of such written notice, the Township Engineer shall certify that all appropriate soil erosion and sedimentation control measures applicable to the specific work being initiated by Developer have been put into place. In addition, Developer shall have installed snow fencing or other barriers acceptable to the Township Engineer to specify the limits of ground clearing so that trees and other vegetation not proposed to be affected by the construction of roads, buildings or other Improvements are not affected during the ground clearing process. The Township Engineer shall not grant permission to grade and/or clear ground for any portions

of the Tract on which soil and erosion control measures have not been fully installed. If it is the intention of Developer to clear lots on an individual basis, the notice required by this Paragraph shall be given to the Township Engineer for each lot on which grading or tree clearing of any kind is necessary.

5. SOIL EROSION, SEDIMENTATION CONTROL, AND CONTROL OF WATER POLLUTION. No changes shall be made in the contours of the Tract, and no grading, excavating, removing or destruction of topsoil, trees or other vegetative cover on the Tract shall be made until such time as a plan for minimizing soil erosion and sedimentation has been reviewed and approved by the Township. Developer shall submit such a plan for minimizing soil erosion and sedimentation control to DEP or an agency approved by DEP. Developer shall deliver evidence of the approval of such plan to the Township prior to the date of this Agreement, and Developer shall comply with the plan during the course of construction. Developer shall use all care possible to prevent siltation and other pollution of the waters of the Commonwealth of Pennsylvania even if measures exceeding those set forth on approved plans prove necessary.

6. INSPECTIONS. The Township shall have the right, at any time, to inspect any of the work to be performed on the Tract, and all such inspections may be made by the Township through its employees or by consultants retained by the Township to determine that the construction has been and is being carried out in compliance with the approved Plans, the specifications of the Township and other duly constituted authorities, and this Agreement. Developer shall reimburse the Township for all costs incurred in such inspections, and if Developer fails to do so, the Township shall have the right to draw upon the Financial Security to reimburse itself for such costs.

7. COMPLIANCE BY CONTRACTORS. Developer shall procure and be responsible for compliance by all of its contractors, subcontractors, and suppliers with all applicable Federal, State, County, SLSA, City, PennDOT, DEP, and Township statutes, ordinances, rules, and regulations in connection with any of the work on the Tract. Such compliance shall include, but not be limited to, the procuring of all necessary permits and licenses in connection with the work to be done and the payment of all of the contributions, fees, premiums, and taxes required by such laws, ordinances, rules, and regulations.

8. DAMAGE TO EXISTING STREETS, DRAINAGE STRUCTURES OR OTHER FACILITIES. In the event any existing Township streets, drainage structures or other facilities are disturbed, subjected to excessive wear and tear, damaged or destroyed during the course of the development of the Tract, including but not limited to damages resulting from openings into streets to install underground facilities or resulting from travel or use by vehicles or construction equipment, Developer agrees, at its cost, to repair or, if necessary, replace such facilities.

Developer shall be responsible for all damage to the sanitary sewer system of SLSA or the public water system of the City which results from Developer's construction or development of the Tract and shall immediately repair all such damage.

9. PROTECTION OF REASONABLE ACCESS DURING CONSTRUCTION. At all times during the construction of the Development, Developer and its contractors and

subcontractors as aforesaid, shall conduct their work in such manner as to insure that there is a minimum obstruction to traffic and that the convenience of the general public, the residences and/or the commercial or industrial establishments adjacent to the Tract are provided for in an adequate manner. No materials shall be stored upon any streets (whether or not such streets have yet been dedicated to or accepted by the Township) unless such storage is absolutely necessary. Any materials which must be stored upon such streets shall be placed so as to cause as little obstruction to traffic as possible. Arc hydrants on or adjacent to the Tract shall be kept accessible to fire apparatus at all times, and no materials or obstructions shall be placed within 15 feet of any such hydrant. All storm drainage and storm sewer inlets shall be kept unobstructed at all times. Developer shall maintain such barricades and warning lights or flares as are necessary during the course of construction to protect traffic and the public in general. Any work in a street which is unfinished for any reason whatsoever shall be left in such a condition as to make the Tract accessible at all points to fire and other emergency apparatus.

10. WASTE MATERIALS AND MAINTENANCE OF SANITARY FACILITIES DURING CONSTRUCTION. Developer shall collect and properly discard all waste material, such as paper, cartons and the like, and shall prevent the same from being deposited, and then either thrown or blown upon the lands adjacent to the Tract or upon the Tract itself. In addition, Developer shall require that all contractors, subcontractors, and material suppliers shall comply with the provisions of this Paragraph. All rubbish and unused materials and tools shall be removed promptly from the Tract and, as work progresses, the Tract shall be carefully cleaned and kept clean of any rubbish or refuse. Developer shall maintain the Tract in a clean condition by removing all debris from the Tract or otherwise disposing of such debris in an appropriate fashion and with the prior approval of the Township. If Developer or any of its contractors, subcontractors or material suppliers shall fail to comply with any of these conditions, the Township shall have the right to enter upon the Tract and perform such cleaning and disposal with its own employees or with its contractors, and the Township may draw upon Developer's Financial Security to reimburse itself for such expense.

Developer shall provide and maintain properly secluded sanitary conveniences in accordance with the regulations of the Departments of Labor and Industry and Health and DEP for the use of the workers.

11. SNOW REMOVAL. During the period of construction and occupancy and unless and until the roads within the Development are deeded to and accepted by the Township, Developer shall keep the roads cleared of snow. In default thereof, the Township will at its option contract for the removal of snow as the Township deems necessary to make the roads passable, and Developer shall reimburse the Township for the expense thereof. If Developer fails to provide snow removal service and fails to reimburse the Township for providing or contracting for such service, the Township may draw upon Developer's Financial Security to reimburse itself for all costs incurred. The removal of snow by the Township prior to acceptance of the roads shall not be considered an acceptance thereof.

12. WETLANDS. Approval by the Township of the Plans shall not be construed as compliance with the provisions of federal or state laws or regulations regarding building, dredging or filling in areas which are or may be deemed to be wetlands within the jurisdiction of the U. S. Army Corps of Engineers, the United States Environmental Protection Agency or DEP.

13. SWALES AND DETENTION/RETENTION BASINS. All swale and detention/retention basin construction required by the Plans to be done by Developer on the Tract or on the property of any third party shall be done prior to the construction or erection of any buildings or other improvements which will create water runoff intended to be controlled by any such swale or detention/retention basin. The construction of such swales or basins shall be done simultaneously with and in conjunction with the construction of other public or common improvements for the Development so that there can be a stabilization process before the erection and construction of any buildings.

14. BOUNDARY MARKERS. The boundaries of the Tract shall be marked with permanent surveyor monuments. The monuments shall be placed at each corner of the Development and in such additional locations as the shape of the Tract requires for clear designation of all boundary lines. In addition, the corners of all lots within the subdivision shall be "pinned" in a manner deemed sufficiently permanent by the Township Engineer. All such monuments and pins shall be placed by a registered surveyor and shall be visible when final grading has been completed and before any occupancy permit is issued. Developer shall provide the Township with a plan showing the accurate placement of said monuments and pins which shall be certified by Developer's registered surveyor.

15. STREET NUMBERS. Developer agrees that neither it nor its successors or assigns shall permit occupancy of any buildings erected on the Tract without placement of the address numbers of such buildings on the premises so erected.

16. OCCUPANCY PERMITS. No structure shall be occupied until it and all of its appurtenances have been completed, all roads necessary for ingress and egress to the said structure have been completed to an extent which will permit unquestionable ease of access for emergency vehicles, and all of the other requirements of this Agreement and the Plans and other ordinances, laws, rules or regulations regarding such structure have been complied with, and the same have been inspected and approved by the Township, and the Township has issued an occupancy permit or permits therefor. Furthermore, no structure shall be occupied until provisions satisfactory to the Township Engineer have been made (including but not limited to seeding and sodding) to prevent runoff of rain water, melting snow, etc., from being discharged onto adjacent lands or onto the street or pavement and to prevent such runoff from coming onto said lot, street or pavement from other adjacent lands. The provisions of this Paragraph shall not prevent occupancy where the asphalt base course of any roadway or easement is constructed to the extent required by the Township and Developer desires to delay the top surfacing of said roadway until the end of the term in which the improvements are required to be completed.

17. FAILURE TO PROCEED. If Developer fails to prosecute the work of the development with promptness and diligence, or fails in the performance of any of the provisions contained in this Agreement, the Township shall give to Developer written notice of such default. In the event Developer does not commence to correct such default within two business days of such notice, and thereafter to diligently continue to correct such default, the Township shall have the right to secure materials of the quality and quantity required by this Agreement and the Plans and the necessary numbers of workers, mechanics, and the required equipment in the open market at the then current market prices, from any party or parties, to cure such default. Provided, however, if the Township shall determine that curing such default shall require the

Township to undertake completion of the Improvements, the procedures and time limits of Paragraph 22(A) shall apply.

If the Township secures workers, mechanics, and equipment in the open market to carry forward such work, the Township shall have the right to take possession of all materials, tools, appliances, and equipment on the Tract intended for use in the performance of this Agreement for the purpose of including them in the Improvements, and Developer hereby assigns to the Township all of its right, title and interest in and to such materials, tools, appliances, and equipment for use in the completion of the Improvements.

All workmanship and materials incorporated in the Improvements shall be subject to inspection, examination, and testing at any time and at all times during the installation or construction and at any and all places where such installation or construction is carried on. The Township shall have the right to reject defective materials and workmanship; and such workmanship shall be satisfactorily corrected, and rejected materials, equipment, and other articles shall be replaced. If Developer fails to proceed at once with the replacement of rejected materials, equipment or articles or the correction of any defective workmanship, the Township may proceed with the work as provided in this Paragraph.

18. **INSURANCE/INDEMNIFICATION.** Developer agrees to defend, indemnify and hold harmless the Township and its officers, agents, and employees from and against all claims, damages, liability, losses, and expenses, including attorneys' fees and costs of investigation, arising out of or resulting from (a) the performance of the work on the Tract, (b) the approval of the Township Improvements and Sewer/Water Improvements or Plans, (c) the granting of any permit or approval, (d) the rough grading and final grading of the land within the Tract, and (e) as a result of any water or storm drainage runoff from the Tract. Developer assumes all risks and shall bear all loss resulting from any injury to property or persons occasioned by neglect or accident during the progress of development of the Tract. Developer shall obtain and maintain, at all times during the course of construction, comprehensive general liability insurance with minimum limits of liability with respect to bodily injury of at least \$500,000 for each person, \$1,000,000 for each occurrence, and \$250,000 with respect to property damage for each occurrence. The said insurance shall contain a provision prohibiting its cancellation by the carrier without 30 days' prior written notice of such cancellation to the Township. Prior to the commencement of any construction, Developer shall deliver to the Township a certificate issued by an insurance company, reasonably satisfactory to the Township, indicating that Developer has obtained comprehensive general liability insurance in accordance with the provisions of this Agreement, that the Township has been named as an additional insured, and that premiums for the said insurance have been paid in advance for the entire period covered by said insurance. At least 30 days prior to the expiration date(s) of the said insurance, Developer shall deliver to the Township a certificate of insurance indicating that the said policy or policies have been renewed and that the premiums for the renewal period have been paid in advance. During the construction period, Developer shall have the right to substitute other insurance policies containing the same provisions as the original policies, provided however, that all such policies shall be in a form and issued by insurance companies reasonably acceptable to the Township, and the Township shall at all times be indicated as an additional insured.

In the event that a third party, his agents, servants, employees, heirs, assigns or grantees should institute any legal action whatsoever against the Township, its officers, agents, servants or employees for the hereinbefore stated reasons, Developer hereby agrees to further pay any and all attorneys' fees, engineering fees, court costs or any other expenses whatsoever incurred by the Township, its officers, agents, servants or employees in regard thereto. Developer agrees that if suit is brought by the Township against Developer to enforce this Agreement, Township shall be entitled to collect from Developer, provided that Township shall prevail in its suit, all reasonable costs and expenses of suit, including reasonable attorneys' fees.

19. FINANCIAL SECURITY.

A. Financial Security.

(1) The term "Financial Security" shall have the same meaning as provided by Section 509 of the MPC.

(2) Developer shall provide the Township with Financial Security to secure the completion of the Township Improvements and capital contributions set forth in Exhibits "C", "D", and "E", the cost and/or amounts of which Township Improvements are set forth in Exhibit "F" attached hereto and incorporated herein, in the following form (check applicable Financial Security):

_____ irrevocable letter of credit

 X cash escrow agreement

in accordance with the requirements of MPC Section 509. The terms and conditions of the Financial Security are subject to the approval of the Township Solicitor.

B. Amount of Financial Security. Developer agrees that the estimated cost of the Township Improvements is One Hundred Eleven Thousand Two Hundred Thirty Nine Dollars (\$111,239.00) as set forth on Exhibit "F" attached hereto. Developer shall present to the Township Financial Security in the sum of One Hundred Twenty Two Thousand Three Hundred Sixty Two and 90/100 Dollars (\$122,362.90) in a form acceptable to the Township Solicitor, which sum is 110% of the estimated cost of the Township Improvements, calculated in the manner provided in MPC Section 509. The amount of the financial security has been computed to reflect the costs which will be incurred by the Township, including but not limited to the costs of public bidding and Pennsylvania Prevailing Wage Act requirements, if the Township is required to complete the Township Improvements upon a default by Developer. Developer agrees that the Financial Security is to be held and released in accordance with the provisions of this Agreement.

C. Periodic Withdrawals from the Financial Security Upon Completion of the Township Improvements. As Developer completes the various segments or categories of the Township Improvements, it may certify to the Township that such Township Improvements have been completed in accordance with the terms of this Agreement and the Plans. The Township Engineer shall inspect the segments or categories of Township

Improvements which Developer alleges have been completed. If the Township Engineer shall determine that the said Township Improvements have been completed in accordance with this Agreement and the Plans, the Township Engineer shall certify to the Township that portion of the Financial Security which is appropriate for release. No amount requested to be released by Developer shall exceed 90% of the value of the Township Improvements alleged to have been completed nor shall such release result in the reduction of the total remaining fund to an amount less than 110% of the estimated cost of the work remaining to be completed. Upon receipt of the written certification of the Township Engineer, the Township shall release that portion of the Financial Security. If, at any time during the work, the Township Engineer believes that the funds necessary to complete the Township Improvements are in excess of the amount then held as Financial Security, the Township Engineer shall so notify the Township and Developer, and Developer shall provide such additional Financial Security as the Engineer determines to be needed to complete the Township Improvements. In lieu of the provision of additional Financial Security, the Township Engineer may require that any funds then due to be released to pay for completed Township Improvements shall continue to be held as Financial Security so that at all relevant times the Financial Security equals 110% of the estimated cost of the work necessary to complete the Township Improvements.

20. ESCROW FOR REIMBURSEMENT OF TOWNSHIP EXPENSES. Developer shall deposit with the Township the sum of Five Thousand & 00/100 Dollars (\$5,000.00) (the "Escrow Fund"). The Escrow Fund shall be used to reimburse the Township for all engineering and inspection fees and for all attorneys' fees incurred in connection with the preparation of this Agreement, the preparation and recording of deeds of dedication, the review of Financial Security, and any other legal expenses which the Township may incur in the furtherance of the development of the Tract. Developer hereby irrevocably authorizes the Township to withdraw from time to time any monies deposited in the Escrow Fund by Developer in order to pay expenses and fees incurred by the Township. At such point as the Escrow Fund has been reduced to the sum of One Thousand Dollars (\$1,000) or less as a result of withdrawals as herein provided, then, and in that event, and at that time, the Township shall bill Developer an amount sufficient to restore the Escrow Fund to the sum of Five Thousand Dollars (\$5,000). In the event the Escrow Fund is insufficient at any time to pay such costs, the Township shall bill Developer for the actual or anticipated additional costs. In the event the Escrow Fund is in excess of the Township's costs, the Township shall refund such excess monies, without interest, to Developer upon completion of the development of the Tract.

21. DEFAULT BY DEVELOPER.

A. Installation of Township Improvements. If the Township determines that Developer has failed to construct or install the Township Improvements in accordance with the Plans and its obligations under this Agreement and the Township shall desire to undertake the completion of the Township Improvements, the Township shall notify Developer of its intention to undertake the completion of the Township Improvements in accordance with the Plans. Developer shall have 20 days from the date of receipt of said notice in which to notify the Township in writing whether it will undertake the completion of the Township Improvements in accordance with the Plans. If Developer does not notify the Township of its intent to undertake completion of the Township

Improvements within 20 days, it will be conclusively presumed Developer has agreed to make the remainder of the Financial Security available to the Township to pay for the costs of the completion of the Township Improvements in accordance with the Plans. If the proceeds of the Financial Security are insufficient to pay the cost of installing or making repairs or corrections to all of the Township Improvements covered by this Agreement, the Township may, at its option, install part of such Township Improvements in all or part of the Development and may institute appropriate legal or equitable action to recover the monies necessary to complete the remainder of the Township Improvements. In all cases, Developer shall be responsible for 100% of the costs of the installation of the Township Improvements plus all related expenses, including such reasonable attorneys' fees as may be incurred by the Township in enforcing the provisions of this Agreement against Developer.

B. Confession of Judgment.

(1) Developer agrees that in the event of any default under the terms of this Agreement, Township may cause judgment to be entered against Developer, and for that purpose Developer authorizes and empowers the Township or any prothonotary, clerk of court or attorney of any court of record to appear for and confess judgment against Developer and agrees that Township may commence an action pursuant to the Pennsylvania Rules of Civil Procedure for the recovery from Developer of all damages provided for herein, as well as for interest and costs and attorneys' fees, for which authorization to confess judgment this Agreement, or a true and correct copy thereof, shall be sufficient warrant. Such judgment may be confessed against Developer for the amount of damages provided herein, as well as for interest, costs, and an attorneys' commission in the amount of 15% of the full amount of the Township's claim against Developer. Notwithstanding the foregoing attorneys' commission, which is included for the purpose of establishing a sum certain in the event of confession of judgment, the attorneys' fees recoverable by the Township shall not exceed the actual fees incurred by the Township. Neither the right to institute an action pursuant to said Pennsylvania Rules of Civil Procedure nor the authority to confess judgment granted herein shall be exhausted by one or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the aforesaid damages as they are incurred under the provisions of this Agreement.

(2) In any proceeding or action to enter judgment by confession for money pursuant to the above paragraph, if the Township shall first cause to be filed in such action an affidavit or averment of the facts constituting the default, the occurrence of the condition precedent or the event, the happening of which default, occurrence or event authorizes and empowers the Township to cause the entry of judgment by confession, such affidavit or averment shall be conclusive evidence of such facts, defaults, occurrences, conditions precedent or events, and if a true copy of this Agreement be filed in such procedure or action, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding.

(3) Developer hereby releases the Township and any and all attorneys who may appear for the Township from all errors in any procedure or action to enter judgment by confession by virtue of the warrant of attorney contained in this Agreement, and all liability therefor. Developer further authorizes the prothonotary or any clerk of any court of record to issue a writ of execution or other process and further agrees that real estate may be sold on a writ of execution or other process.

C. Withholding of Permits By Township. If the Township has given the Developer the notification of a default required by Subparagraph A above and if Developer has failed to provide the Township with written notice of its intent to undertake completion of the Township Improvements or has thereafter failed to diligently undertake the completion of such improvements, the Township shall in addition to the remedies in Subparagraphs A and B be authorized to withhold all permits and/or certificates of use and occupancy for lots or units of occupancy within the Tract. Developer also expressly agrees that the Township shall be authorized to withhold permits and certificates of use and occupancy for any failure by Developer to complete any improvement listed in the Exhibits, to install signs (including no parking signs) required by the Township or to make any capital contribution set forth in the Exhibits. The Township may also refuse to issue any permit or grant any approval for the reasons set forth in the MPC.

22. DATE OF COMPLETION.

A. Developer shall complete all of the Township Improvements on or before September 30, 2026. In the event that the Township Improvements are not completed by such date, or in the event that Developer is otherwise in default of this Agreement, then any undrawn funds remaining under the Financial Security shall, upon draw by Township, be paid to Township. Upon such payment, such funds shall be used and applied by Township for the purposes of paying the cost of completing the Township Improvements and for such other costs as are described herein. In completing said Township Improvements, Township may, at its option, have such Township Improvements completed by Developer or by independent contractors or by Township employees or by any combination of the foregoing, as Township may elect.

B. The Township Improvements shall not be deemed to be completed until Township accepts by resolution the Certificate of Final Completion issued by the Township Engineer certifying that the Township Improvements have been satisfactorily completed in accordance with the terms of this Agreement. This Certificate of Final Completion shall be signed by Developer, the Township Engineer, and the Township Secretary.

C. In the event that Developer requires more than one year to complete the required Township Improvements, the Township may adjust the amount of Financial Security by comparing the actual cost of the Township Improvements which may have been completed and the estimated cost for the completion of the remaining Township Improvements as of the expiration of the 90th day after the date scheduled for completion

of the Township Improvements. Developer shall provide additional Financial Security, if necessary, in order that the posted Financial Security shall equal 110% of the cost of completing the required Township Improvements as reestablished at that time.

23. DEDICATION OF CERTAIN IMPROVEMENTS.

A. Sanitary Sewer Facilities. When all sanitary sewer facilities are satisfactorily installed on the Tract, those portions which are deemed necessary for the operation of or addition to the SLSA sewer system shall be dedicated by Developer to SLSA consistent with the applicable Utility Agreement. Developer shall comply with the provisions of the Utility Agreement with SLSA.

B. Water Facilities. When all water facilities are satisfactorily installed on the Tract, those portions which are deemed necessary for the operation of or addition to the City's water system shall be dedicated by Developer to the City consistent with the applicable Utility Agreement. Developer shall comply with the provisions of the Utility Agreement with the City.

C. Streets and Other Improvements. When all of the Township Improvements are completed to the satisfaction of the Township and certified as such by the Township Engineer, Developer shall commence the process to dedicate the roads and rights-of-way, as applicable, as shown on the Plans to be dedicated to the Township or PennDOT, as appropriate. Developer shall provide legal descriptions of the areas which have been so dedicated to the Township for the preparation of the Deeds of Dedication. The Deeds of Dedication shall be prepared or approved by the Township Solicitor and executed by Developer or the appropriate landowner for the transfer of the same to the Township or PennDOT. Prior to the acceptance of the Deeds of Dedication, Developer shall furnish to the Township, at Developer's expense, a commitment' for title insurance issued by a title insurance company reasonably acceptable to the Township, indicating that the areas to be conveyed are free and clear of all encumbrances, restrictions, easements or covenants of any nature. Such commitment and title insurance policy, to be issued to the Township at the time of the acceptance of the Deeds, shall be in an amount satisfactory to the Township and shall be paid for by Developer. Developer shall also provide plans and specifications of such streets or other facilities as may be required by the Township Solicitor. Developer shall also be entirely responsible for any transfer tax which may be assessed by virtue of the Deeds or other documents of title conveying the Township Improvements or any associated casements to the Township. Dedication of roads shall comply with all applicable provisions of the Second-Class Township Code and the Ordinances of the Township or the regulations of PennDOT, as applicable. Developer shall reimburse the Township for ail costs associated with the acceptance of such Township Improvements, and if Developer fails to do so, the Township may draw upon Developer's Financial Security to reimburse itself for all costs incurred. A schedule of all the Township Improvements proposed to be dedicated upon completion is attached hereto as Exhibit "G".

24. MAINTENANCE SECURITY. Developer acknowledges that, pursuant to MPC Section 509, the Township is entitled to require the posting of Financial Security to secure the

structural integrity of the Township Improvements, as well as the functioning of said Township Improvements, which are to be dedicated to the Township in accordance with the design and specifications as depicted on the final Plans (the "Maintenance Security"). This posting of Maintenance Security shall be for a period of 18 months from the date of the acceptance of the dedicated public improvements. Developer agrees that, simultaneously with the offering of deeds of dedication, Developer will supply Maintenance Security in the form authorized by the statute aforesaid and acceptable to the Township Solicitor in an amount equal to 15% of the actual costs of installation of said Township Improvements, said security being posted for a period of 18 months to guarantee the structural integrity of the Township Improvements as aforesaid. A condition to the Maintenance Security to be posted herein shall be that Developer shall, for the period of 18 months as aforesaid, repair and maintain such Township Improvements and construct and make good and replace all materials, equipment, and work, and remedy all defects in materials, equipment, and workmanship, all shrinkage, settlement, and other defaults of any kind whatsoever arising therefrom at its own expense, and to the satisfaction of the Township, when notified in writing to do so.

Developer agrees that the Township shall have the right to make or cause to be made good or replace all inferior materials, equipment, and workmanship, and remedy all defects in materials, equipment, and workmanship, and all shrinkage, settlement or other faults of any kind whatsoever arising therefrom in case Developer shall fail or refuse to do so in accordance with the terms of this Agreement. In the event that the Township should exercise and give effect to such rights, Developer shall be liable hereunder to pay and indemnify the Township upon completion for the final cost thereof to the Township, including but not limited to engineering, legal, and any associated costs, together with any damages, either direct or consequential, which the Township may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Agreement.

In addition to any maintenance security required by the Township, Developer shall provide any maintenance guarantees required by PennDOT.

25. "AS BUILT" PLANS. Upon the completion of all of the Township Improvements and all of the structures to be constructed within Tract, Developer shall cause its registered professional engineers to certify the Plans and supply "as built" plans to the Township for all streets, storm water management facilities, and any other Improvements to be dedicated to the Township. If requested by SLSA or the City, Developer shall cause its registered professional engineers to certify the Plans and supply "as built" plans to SLSA and/or the City for the Sewer/Water Improvements.

26. RIGHT TO CONNECT TO STORM. SANITARY SEWER, AND WATER SYSTEMS. Developer, on behalf of itself, its successors and assigns, irrevocably grants to the Township, SLSA, and the City and all others approved by the Township, SLSA or the City, the right to connect storm sewer lines at any time to the storm drainage system to be constructed by Developer within the Tract aforesaid or adjacent thereto and to connect to the sanitary sewer lines and water mains constructed by Developer within the Tract aforesaid or adjacent thereto.

27. COMPLIANCE WITH ALL APPROVALS. Developer shall comply in all respects with all conditions of all approvals relating to the development of the Tract. Such compliance shall include, but shall not be limited to:

A. Compliance with all conditions the Board of Supervisors has imposed upon requested waivers from requirements of the Township Subdivision and Land Development Ordinance.

B. Compliance with all conditions the Board of Supervisors has imposed upon approval of the Plans under the Township Subdivision and Land Development Ordinance.

C. Compliance with all requirements of the Plans, including but not limited to all notes on the Plans.

D. Compliance with all conditions imposed by the Board of Supervisors upon the granting of any conditional use.

E. Compliance with any conditions imposed by the Zoning Hearing Board.

28. FEES AND COSTS. Developer shall pay to the Township the following:

A. All inspection and engineering fees incurred by the Township during the course of construction of the Development.

B. All recording fees and applicable transfer taxes (if any).

C. All attorneys' fees and costs incurred by the Township for the negotiation, preparation, recording or enforcement of this Agreement, the review of Financial Security, the acceptance of any public improvements, including streets, the review of the Plans or any other legal expenses which the Township may incur in the furtherance of the development of the Tract.

If Developer fails or refuses to pay such fees and costs after receipt of an invoice therefor, the Township may draw upon Developer's Financial Security to reimburse itself for such fees and costs.

29. APPROVAL. Provided that Developer complies with all of its obligations at the time of the execution of this Agreement and the Plans are in conformity with all applicable laws and regulations, the Township shall approve the Plans.

30. NOTICES. All notices or other communications required to be given under the terms of this Agreement shall be in writing and shall be sent by certified mail return receipt requested, postage prepaid, addressed as follows:

A. If to the Developer, addressed to:
Keith Stoltzfus, Business Manager
Lampeter-Strasburg School District
1600 Book Road, PO Box 428
Lampeter, PA 17537-0428

With a copy to:
William J. Cassidy, Esquire
Appel, Yost & Zee LLP
33 North Duke Street
Lancaster, PA 17602

B. If to the Township, addressed to:
West Lampeter Township
852 Village Road
Box 237
Lampeter, PA 17537-0237

With a copy to:
Robert E. Sisko, Esquire
Morgan, Hallgren, Crosswell & Kane, P.C.
700 North Duke Street
P. O. Box 4686
Lancaster, PA 17604-4686

or to such other address or addresses and to the attention of such other person or persons as any of the parties may notify the other in accordance with the provisions of this Agreement.

31. COVENANTS RUNNING WITH THE LAND. This Agreement may be recorded in the Recorder of Deeds' Office in and for Lancaster County, Pennsylvania, if the Township so desires, at the expense of Developer. The provisions of this Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, assigns, grantees, lessees, and successors of the parties hereto and shall constitute covenants running with the land.

IN WITNESS WHEREOF, the Township of West Lampeter and _____ have caused this Agreement to be duly executed as of the day and year first above written.

WEST LAMPETER TOWNSHIP
Lancaster County, Pennsylvania

Attest: _____
(Assistant) Secretary

By: _____
(Vice) Chairman
Board of Supervisors

[TOWNSHIP SEAL]

Lampeter- Strasburg School District

By: _____

ATTEST:

By: _____
(Assistant) Secretary

By: _____
(Vice) President
Board of School District

[CORPORATE SEAL]

EXHIBIT "A"

Legal Description of Tract

EXHIBIT "A"

Legal Description of Tract

ALL THAT CERTAIN tract of land comprising a composite of nine (9) tracts of land owned by the Lampeter-Strasburg School District in the Village of Lampeter, situate south of Pioneer Road, (T-720), west of Book Road, (T-711), north of Village Road, (SR 0741) and east of Lampeter Road, (SR 3028) in West Lampeter Township, Lancaster County, Pennsylvania, as shown on a boundary survey prepared by Herbert, Rowland & Grubic, Inc., dated March 1996, Project No. 21139.002, said composite tract being shown on a Plan entitled "Existing Campus Plan and Boundary" recorded in the Lancaster County Recorder of Deeds' Office at Lancaster, Pennsylvania in Subdivision Plan Book J-194, Page 222, and said composite tract being more fully bounded and described as follows:

BEGINNING at a point in the centerline of Lampeter Road, said point being a corner of land of Paul N. and Barbara A. Davis; thence in the centerline of Lampeter Road, north 18 degrees 28 minutes 23 seconds west, a distance of 131.69 feet to a point, a corner of land of Elam S. and Creeda I. Pickell; thence along the same the following 3 courses and distances: (1) crossing an iron pin set 20.00 feet east of the centerline of Lampeter Road, north 72 degrees 30 minutes 00 seconds east, a distance of 271.26 feet to an iron pin; (2) north 16 degrees 49 minutes 00 seconds west, a distance

of 84.99 feet to an iron pin; (3) south 72 degrees 30 minutes 00 seconds west, a distance of 25.00 feet to an iron pin, a corner of land of Elmer H. and Elsie Mae Martin; thence along the same and along land of Paul J. Thomas, Jr., north 16 degrees 49 minutes 00 seconds west, a distance of 165.72 feet to an iron pin in line of land of Casper K. and Elaine Louise Baumbach; thence, along the same, the following 2 courses and distances: (1) north 73 degrees 11 minutes 00 seconds east, a distance of 468.76 feet to an iron pin; (2) north 18 degrees 36 minutes 50 seconds west, a distance of 134.67 feet to an iron pin, a corner of land of Donald K. and Orlena K. Heiser; thence along the same the following 3 courses and distances: (1) north 73 degrees 17 minutes 53 seconds east, a distance of 123.62 feet to an iron pin; (2) north 18 degrees 30 minutes 52 seconds west, a distance of 691.22 feet to an iron pin; (3) south 77 degrees 21 minutes 02 seconds west, a distance of 123.33 feet to an iron pin in line of land of J. Wilbur Houser; thence along the same and along land of Earl K. and Vivian S. Ziegler, north 18 degrees 45 minutes 47 seconds west, a distance of 1024.35 feet to a railroad spike in the centerline of Pioneer Road; thence in the centerline of Pioneer Road, north 73 degrees 10 minutes 22 seconds east, a distance of 1500.38 feet to a railroad spike, a corner of land of Cloyd N. Wenger as recorded in Subdivision Plan Book J-58, page 49; thence along the same the following 4 courses and distances: (1) south 16 degrees 49 minutes 38 seconds east, a distance of 200.00 feet to an iron pin; (2) north 73 degrees 10 minutes 22 seconds east, a distance of 398.18 feet to an iron pin; (3) south 16 degrees 24 minutes 41 seconds east, a distance of 278.80 feet to an iron pin; (4) north 73 degrees 35 minutes 19 seconds east, a distance of 25.00 feet to an iron pin, a corner of land of Elizabeth G. Livengood; thence, along the same, the following 2 courses and distances: (1) south 16 degrees 24 minutes 41 seconds east, a distance of 112.26 feet to an iron pin; (2) north 73 degrees 39 minutes 33 seconds east, a distance of 175.00 feet to a railroad spike in the centerline of Book Road; thence in the centerline of Book Road, the following 2 courses and distances: (1) south 16 degrees 13 minutes 36 seconds east, a distance of 935.10 feet to a railroad spike; (2) south 16 degrees 17 minutes 20 seconds east, a distance of 100.12 feet to a P.K. nail, a corner of land of the City of Lancaster Authority; thence along the same and along various lots as recorded in Subdivision Plan Book J-33, page 34, the following 3 courses and distances: (1) south 73 degrees 17 minutes 53 seconds west, a distance of 150.00 feet to an iron pin; (2) south 17 degrees 12 minutes 50 seconds east, a distance of 599.87 feet to an iron pin; (3) north 73 degrees 17 minutes 53 seconds east, a

distance of 150.00 feet to a railroad spike in the centerline of Book Road; thence in the centerline of Book Road the following 2 courses and distances: (1) south 17 degrees 15 minutes 54 seconds east, a distance of 587.59 feet to a railroad spike; (2) south 17 degrees 02 minutes 15 seconds east, a distance of 942.60 feet to a railroad spike, a corner of various lots as recorded in Subdivision Plan Book J-87, page 6; thence along the same, the following 2 courses and distances: (1) south 72 degrees 47 minutes 14 seconds west, a distance of 199.52 feet to an axle; (2) south 17 degrees 02 minutes 33 seconds east, a distance of 510.10 feet to an iron pin, a corner of land of Daniel L. and Erna H. Wenger; thence along the same and along land of Larry Harsh as recorded in Subdivision Plan Book J-87, page 6, south 88 degrees 25 minutes 03 seconds west, a distance of 174.97 feet to an iron pin, thence continuing along land of Larry Harsh, south 06 degrees 58 minutes 53 seconds east, a distance of 158.99 feet to a concrete monument on the north right of way line of Village Road, 33 feet wide; thence along the north right of way line of Village Road, north 84 degrees 56 minutes 21 seconds west, a distance of 315.57 feet to a point, a corner of land of Naomi Pittman; thence along the same the following 3 courses and distances: (1) north 05 degrees 03 minutes 39 seconds east, a distance of 136.68 feet to an iron pin; (2) north 84 degrees 56 minutes 21 seconds west, a distance of 94.41 feet to a point; (3) south 07 degrees 06 minutes 50 seconds east, a distance of 139.82 feet to an iron pin on the north right of way line of Village Road; thence along the north right of way line of Village Road, north 84 degrees 56 minutes 21 seconds west, a distance of 51.15 feet to a concrete monument, a corner of land of Deborah C. Riding; thence along the same the following 2 courses and distances: (1) north 07 degrees 06 minutes 50 seconds west, a distance of 139.82 feet to a point; (2) north 84 degrees 56 minutes 21 seconds west, a distance of 140.07 feet to an iron pin in line of land of William R. and Catharine J. Wood; thence along the same north 07 degrees 20 minutes 21 seconds west, a distance of 269.91 feet to an iron pin; thence continuing along the same and along land of Robert T. and Patricia Anne Swartwood, Jeffrey P. and Karen D. Lipnichan, and David L. Book, south 72 degrees 36 minutes 19 seconds west, a distance of 397.71 feet to a concrete monument in line of land of Linda Ann Riehl; thence along the same and along various lots in Candlestick Square Development as recorded in Subdivision Plan Book J-164, page 42, north 07 degrees 38 minutes 37 seconds west, a distance of 959.14 feet to a concrete monument; thence continuing along various lots in Candlestick Square Development the following 2 courses and distances: (1) south 72 degrees 53

minutes 28 seconds west, a distance of 912.45 feet to an iron pin; (2) north 18 degrees 20 minutes 32 seconds west, a distance of 480.15 feet to a point; thence still continuing along Candlestick Square Development and along land of William R. and Teresa Kurau, south 73 degrees 13 minutes 00 seconds west, a distance of 475.31 feet to an iron pin, a corner of land of Paul N. and Barbara A. Davis; thence along the same the following 2 courses and distances: (1) north 18 degrees 00 minutes 07 seconds west, a distance of 100.72 feet to an iron pin; (2) south 73 degrees 13 minutes 00 seconds west, a distance of 246.55 feet to a point, the place of beginning.

CONTAINING 162.89 acres.

EXHIBIT "B"

Schedule of Plans

EXHIBIT "B"

Schedule of Plans

SHEET INDEX

C-1	TITLE SHEET, LOCATION MAP, GENERAL NOTES & SHEET INDEX
SP-1	OVERALL RECORD PLAN
SP-2	RECORD SITE PLAN
SP-3	EXISTING FEATURES/ DEMOLITION PLAN
SP-4	IMPROVEMENTS AND EROSION CONTROL PLAN
SP-5	MODULAR CLASSROOM ENLARGED PLAN
SP-6	EROSION AND SEDIMENT CONTROL NOTES
SP-7	EROSION AND SEDIMENT CONTROL DETAILS
SP-8	CONSTRUCTION DETAILS
SP-9	OVERALL CONSTRUCTION PHASING PLAN
SP-10	CONSTRUCTION PHASING PLAN
SP-11	TEMPORARY PARKING DETAIL

EXHIBIT "C"

Listing of Improvements Required by Applicable Statutes and Ordinances

EXHIBIT "C"

Item No.	Description	Units
<u>Erosion Control</u>		
1	Construction entrance	EA.
2	12" silt soxx	L.F.
3	Inlet filters	EA.
4	Seeding	S.Y.
<u>Paving/Curbing/Concrete</u>		
1	Concrete sidewalk and ADA ramps	S.F.
<u>Landscaping</u>		
1	Shade trees	EA.
2	Ornamental trees	EA.
3	Large shrubs	EA.
4	Small shrubs	EA.
5	Ornamental grasses	EA.
6	Perennials	EA.
7	Groundcover	EA.
<u>Miscellaneous</u>		
1	Pavement striping and signage	L.S.
2	Permanent inlet filters	L.S.
3	Fire hydrant connection replacement	L.S.
4	Security fencing (incl gates)	L.F.
5	Site lighting	L.S.
6	Construction Stake-out	L.S.
7	As-built Plans	L.S.

EXHIBIT "D"

Listing of Capital Contributions and/or Off-site
Improvements to Address Impacts of the Development

NONE

EXHIBIT "E"

Listing of Capital Contributions for On-site Improvements under Section 240-24 of the Township Subdivision and Land Development Ordinance, as amended and codified at Chapter 240 of the Code of the Township of West Lampeter, or under other Sections of the Subdivision and Land Development Ordinance for which Modifications Have Been Granted

NONE

EXHIBIT "F"

Listing of Improvements and Costs Certified to be Fair
and Reasonable by Developer's Engineer and Capital Contributions
for which Financial Security is to be Posted with the Township

EXHIBIT "G"

Improvements to be Dedicated to the
Township upon Completion

NONE

Prepared By: William J. Cassidy, Jr, Esquire
Appel, Yost & Zee LLP
33 North Duke Street
Lancaster, PA 17602
717-394-0521

Return To: Same
Parcel ID #: Part of 320-72603-0-0000

AGREEMENT PROVIDING FOR GRANT OF RIPARIAN BUFFER EASEMENT

THIS AGREEMENT PROVIDING FOR GRANT OF RIPARIAN BUFFER EASEMENT made as of this _____ day of _____, 2024, by and between the **TOWNSHIP OF WEST LAMPETER**, a second class township operating under the laws of the Commonwealth of Pennsylvania with its municipal offices located at 852 Village Road, Lampeter, Pennsylvania 17537, hereinafter referred to as the “Township”, and **Lampeter-Strasburg School District**, with a mailing address of 1600 Book Road, Lancaster, Pennsylvania, hereinafter referred to as the “Grantor”.

BACKGROUND

Grantor is the owner in fee of a tract of land known as 1007 Village Road (Parcel No. 320-72603-0-0000), in the Township of West Lampeter, Lancaster County, Pennsylvania addressed in a deed recorded in Deed Book 5184, Page 613 in the office of the Recorder of Deeds of Lancaster City, Pennsylvania (the “Property”), which has been proposed for development in accordance with a Land Development Plan for the Martin Meylin Middle School prepared by Architerra P.C. , dated March 15, 2024, last revised August 8, 2024 (the “Plan”).

A portion of the Property is located within a floodplain and is worthy of conservation in its natural state or as close as possible to its natural state. This area is identified on the Plan as “Riparian Corridor Easement” but is referred to herein as Riparian Buffer Easement.

In order to insure that this portion of the Property is preserved, Grantor hereby imposes a riparian buffer easement upon that portion of the Property identified in this Agreement. The Grantor, its successors and assigns, agree to maintain the riparian buffer easement area as outlined in accordance with the terms of this Agreement. The Township, as grantee of the riparian buffer easement, shall be given the authority to insure proper maintenance and protection of the preserved area.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approvals to develop the Property in accordance with the Plan from the Board of Supervisors of West Lampeter Township, the Grantor, for itself, its successors and assigns, covenant, declares and agrees as follows:

1. Grantor grants and conveys to the Township an easement upon, over and within that portion of the Property as shown on Exhibit "A" (the "Riparian Buffer Easement"), which is attached hereto and made a part hereof, for the maintenance, preservation and conservation of those portions of the Property in their natural state. A legal description of the Riparian Buffer Easement is attached hereto, made a part hereof and marked as Exhibit "B".

2. The Riparian Buffer Easement shall be permanently maintained in its natural state. No permanent or temporary buildings or structures or vehicles, including but not limited to utility sheds, swimming pools, tennis courts, swings, sliding boards, portable recreational equipment, tents, campers, signs or mobile homes, may be placed or stored within the Riparian Buffer Easement. Grantor, for itself and its successors and assigns, agree that the Township may deny issuance of building permits, zoning permits, or any other permits or approvals required by applicable Township ordinances and regulations for the erection, installation or placement of such buildings, structures or vehicles.

3. The grade of the Riparian Buffer Easement shall not be changed or altered in any manner.

4. The Riparian Buffer Easement shall not be used for the dumping, storage, processing or landfilling of solid or hazardous waste.

5. The Riparian Buffer Easement shall be maintained in accordance with sound soil and water conservation practices.

6. Grantor, its successors and assigns, shall maintain the Riparian Easement in accordance with all requirements of this Agreement and the Plan.

7. The Township may request that it be permitted, at its cost and expense, to plant vegetation within the Riparian Buffer Easement. Any such planting by the Township shall require permission of the Grantor, their respective successors and assigns. This Paragraph shall not apply to action by the Township in accordance with Paragraphs 8 and 9 herein.

8. If vegetation within the Riparian Buffer Easement is damaged or destroyed by any person, the Township shall have the right after 30 days written notice to take all steps which it deems reasonably necessary to restore the Riparian Buffer Easement for its intended purpose and may institute appropriate legal or equitable action to recover the monies necessary to restore the Riparian Buffer Easement for its intended purpose.

9. All plants named as noxious weeds by the Noxious Weed Control Act of the Commonwealth of Pennsylvania or so declared by action of the Pennsylvania Department of Agriculture, the Pennsylvania Department of Conservation and Natural Resources or the Township shall be removed by the Grantor, its successors and assigns. The Grantor, its successors and assigns, shall be responsible for the removal of all such plants named as noxious weeds following written notification from the Pennsylvania Department of Agriculture, the Pennsylvania Department of Conservation and Natural Resources or the Township. If the Grantor, its successors and assigns, fails or refuses to remove the noxious weeds within the time period specified in the notification, the Township will have the right to enter upon the Riparian Buffer Easement, remove such noxious weeds, and recover its costs as set forth in Paragraph 8 above.

10. The Township, its successors and assigns, shall have the right to enforce these restrictions by injunction and other appropriate proceedings. The Township shall also have the right to enter upon the Riparian Buffer Easement to remove any planting, building, structure or item placed within the Riparian Buffer Easement, to restore the Riparian Buffer Easement to its natural grade, or to take any other measure necessary to enforce these restrictions at the cost and expense of the Grantor and to recover its costs and expenses as set forth in Paragraph 8 above.

11. The covenants, terms, conditions and restrictions of this Riparian Buffer Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall continue as a servitude running in perpetuity with the easement area as outlined, or any portion thereof, created from the Property.

12. If circumstances arise in the future such as to render the purposes of this Riparian Buffer Easement impossible to accomplish, this Riparian Buffer Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction or by execution of a termination agreement entered into between the Grantee and the Township.

13. Grantor, and its successors and assigns, shall hold harmless, indemnify and defend the Township and its elected and appointed officials, officers, employees and agents (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) a violation or alleged violation of any State or Federal environmental statute or regulation or any statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials; (2) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the gross negligence of any of the Indemnified Parties; and (3) the existence of this Agreement.

14. Grantor, and its successors and assigns, shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the fee simple ownership of the Riparian Buffer Easement, including the maintenance of adequate comprehensive general liability insurance coverage and the payment, as and when due, of all real estate taxes.

15. Grantor shall record this Agreement in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, at the expense of the Grantor.

16. If any provision of this Agreement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

TO HAVE AND TO HOLD all and singular the privileges and easements above mentioned unto the Township, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and the Township have caused this Agreement Providing for Grant of Riparian Buffer Easement to be executed as of the day and year first above written.

TOWNSHIP OF WEST LAMPETER

Attest: _____
Secretary

By: _____
(Vice) Chairman
Board of Supervisors

Attest:

LAMPETER-STRASBURG
SCHOOL DISTRICT

By: _____
Secretary

By: _____
(Vice) President
Board of School District

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____ day of _____, 2024, before me, the undersigned officer, a notary public in and for the aforesaid Commonwealth and County, personally appeared _____, who acknowledged ___self to be (Vice) Chairman of the Board of Supervisors of the TOWNSHIP OF WEST LAMPETER, Lancaster County, Pennsylvania, and that _____, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such Township by _____self as such officer.

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

Notary Public

EXHIBIT "A"

Plan illustrating the "Riparian Buffer Easement"

BEARING BASE
PA STATE PLANE COORDINATE SYSTEM
(SOUTH)

EXISTING DRAINAGE EASEMENT

PROPOSED RIPARIAN
BUFFER EASEMENT

PROPOSED RIPARIAN BUFFER
EASEMENT

- (A) N 75°39'42" E 161.61'
- (B) S 15°13'09" E 165.81'
- (C) S 75°39'42" W 147.40'
- (D) N 19°29'48" W 172.35'

AREA: 23,175.58 SQ. FT.
0.5320 ACRES

P.O.B.

N/F
DONALD R. & ROLENA K. HEILER
PARCEL ID 320-48340-0-0000
DOC. ID 6325360

V:\PROJECTS\14717.35 Martin Meylin MS\SITE\PLANS\REV 08-08-24\ADDEM\UMS\DRAINAGE EASEMENT.dwg

NOT TO BE USED FOR CONSTRUCTION UNLESS
SIGNED BY ENGINEER OR PROJECT MANAGER



DRAWN BY SWW	SURVEY CHK. BY TRM
FINAL CHK. BY SPM	PROJECT ENGINEER SPM
DATE 09-16-24	SCALE 1"=80'

NO.	DATE	REVISIONS	BY	CHK.
-----	------	-----------	----	------

PROPOSED RIPARIAN BUFFER EASEMENT

PREPARED FOR
**RENOVATIONS TO
MARTIN MEYLIN MIDDLE SCHOOL
LAMPETER-STRASBURG SCHOOL DISTRICT
PARCEL ID 3207280300000
WEST LAMPETER TOWNSHIP, LANCASTER COUNTY, PA**



COWAN ASSOCIATES, INC.

PROVIDING A FULL RANGE OF CIVIL
ENGINEERING & SURVEYING SERVICES
120 PENN-AM DRIVE P.O. BOX 949
QUAKERTOWN, PENNSYLVANIA 18951
TELEPHONE (215) 536-7075
FAX (215) 536-1582

1
JOB NO. 14717.35

EXHIBIT "A"

EXHIBIT "B"

Legal Description of "Riparian Buffer Easement"



Providing a full range of Engineering & Surveying Services

COWAN ASSOCIATES, INC.

Serving Business, Municipalities & Industry Since 1958

Legal Description
Proposed Riparian Buffer Easement
Across the Campus of Lampeter-Strasburg School District
West Lampeter Township, Lancaster County, PA
CAI 14717.35
September 16, 2024

Richard S. Cowan, PE (1910-1997)
James R. Leister, PE/PLS (1936-2006)
William D. Kee, PE (Retired)
Johann F. Szautner, PE/PLS (Retired)
Todd R. Myers, PLS
Charles R. Tomko, PE
Scott P. McMackin, PE
Michael R. Smith, PE
Wayne V. Doyle, PE

ALL THAT CERTAIN tract or parcel of land situate in the Township of West Lampeter, County of Lancaster, and Commonwealth of Pennsylvania, being a proposed riparian buffer easement across the campus of the Lampeter-Strasburg School District bounded and described according to a plan entitled "Renovations to Martin Meylin Middle School, Lampeter-Strasburg School District," last dated September 16, 2024, as prepared by Cowan Associates, Inc., Quakertown, PA, as follows to wit:

BEGINNING at a point in the boundary of the Lampeter-Strasburg School District Campus, said point being a corner of Parcel ID 320-48340-0-0000;

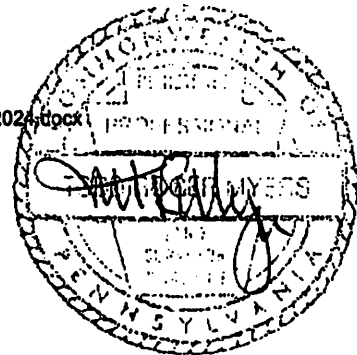
THENCE (A) from said point of beginning through said lands of the Lampeter-Strasburg School District Campus the following three (3) courses and distances:

1. North 75°39'42" East, 161.61 feet to a point;
2. South 15°13'09" East, 165.81 feet to a point;
3. South 75°39'42" West, 147.40 feet to a point;

THENCE (B) along the aforementioned lands of Parcel ID 320-48340-0-0000, North 19°29'48" West, 172.35 to the first mentioned point and place of beginning.

Containing 23,175.58 square feet or 0.5320 acres.

V:\PROJECTS\14717.35 Martin Meylin MS\Correspondence\Legal Riparian Buffer Easement 9-16-2024.dwg



ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into as of _____, 2024, by and between the **TOWNSHIP OF WEST LAMPETER**, a second class township under the laws of the Commonwealth of Pennsylvania with municipal offices at 852 Village Road, Lampeter, Pennsylvania, hereinafter called the "Township", and Lampeter-Strasburg School District, a public school district duly organized and existing under the laws of the Commonwealth of Pennsylvania with its district offices at 1600 Book Road, Lancaster, Pennsylvania, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is making renovations to the Martin Meylin Middle School (the "Development") located at 1007 Village Road within the Township (the "Property"), as set forth on plans submitted to the Township identified Land Development Plan for the Lampeter-Strasburg School District, prepared by Architerra, P.C., Project Number 3410, dated March 15, 2024, last revised August 8, 2024 (the "Plans"); and

WHEREAS, as a part of the Development, Developer is required by the provisions of the Pennsylvania Municipalities Planning Code ("MPC") and the West Lampeter Township Subdivision and Land Development Ordinance (the "Ordinance") to construct certain improvements hereinafter more fully described in Exhibit "A", which is attached hereto and incorporated herein (the "Improvements"); and

WHEREAS, in accordance with the requirements of the MPC and the Ordinance, Developer is required to post financial security to secure completion of the Improvements; and

WHEREAS, the Township is willing to maintain an escrow fund in accordance with Section 509 of the MPC at the request of Developer to insure construction in compliance with the Township's ordinances, resolutions, rules and regulations.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of the Development from the Board of Supervisors of West Lampeter Township and in consideration of receiving permits from the Township to develop the Property, Developer and the Township agree as follows:

1. The foregoing recitals are incorporated herein and constitute a substantive part of this Agreement.

2. Developer will deposit with the Township a cash escrow fund in the amount of One Hundred Twenty-two Thousand Three Hundred Sixty-two and 90/100 (\$122,362.90) Dollars. The fund created by this deposit shall be held by the Township as an escrow fund for the exclusive benefit of the Township for the construction of required Improvements, including storm drainage facilities, in accordance with Township and other applicable specifications, which amount and the

interest earned thereon (the "Fund"), if any interest is earned, shall be held by the Township in accordance with the terms and conditions of this Agreement. Said Improvements are those specifically outlined on the Plans and any accompanying plans which are incorporated herein by reference and which are on file with the Township.

3. The Township will hold the Fund as the property of Township, and it is the intention of the parties that the Fund shall not be subject to the claims of the Developer's creditors.

4. The Township will release to the Developer sums from the Fund upon completion and satisfactory inspection by Township representatives of the Improvements. In the event that the Developer has defaulted or abandoned the construction of the Improvements, then the Township may draw upon the Fund. In such event, the Township's sole obligation to Developer is to advise Developer of the withdrawal(s) from the Fund by the Township.

5. The Township by its Engineer, Road Superintendent or other designated person will inspect the construction of the Improvements at progressive stages of completion as shall be agreed upon.

6. 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 and other applicable specifications, the decision of the Township representative shall control, and no portion of the Fund will be released until such portion of the work is in compliance with Township and other applicable specifications.

7. In the event any portion of the previously inspected Improvements is removed for any purpose, the reconstructed portion thereof must be reinspected in the same manner as provided for the original construction.

8. Upon satisfactory completion of the Improvements under this Agreement, the Township agrees to make a final inspection and release any and all sums remaining in the Fund to Developer if the Improvements meet Township and other applicable specifications and if all inspection, legal fees, and administrative costs of the Township to open and maintain the Fund have been paid by the Developer. A satisfactory final inspection is not intended to mean that the Township will accept dedication of the Improvements.

9. Legal, engineering and other costs incurred by the Township under this Agreement, including the legal expense to prepare this Agreement, engineering and other fees for inspections of the Improvements to be constructed hereunder, and the administrative costs incurred by the Township to open and maintain the escrow account shall be paid by Developer. It is expressly agreed that any interest earned upon the Fund may be retained by the Township to recover the Township's administrative costs. All such fees, costs and expenses shall be paid prior to the release of money in the Fund to Developer. Developer expressly agrees that the Township may retain as much of the Fund as necessary to reimburse itself for fees, costs and expenses, and Developer further agrees that should the Fund be insufficient to reimburse the Township for fees,

costs and expenses incurred, Developer shall pay such fees, costs and expenses. The Township is irrevocably authorized to draw upon the Fund to reimburse itself for such fees, costs, and expenses.

10. The specifications for the Improvements are those set forth on the Plans and any profiles, utility plans and storm drainage plans which accompanied Developer's Plans. All of the aforesaid plans are incorporated herein by reference. All street and storm drainage Improvements are to be constructed in compliance with the ordinances, resolutions and regulations of the Township, all of which are by reference made a part hereof.

11. This Agreement will be construed, performed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

12. This Agreement is not transferable without the written permission of the Township.

13. All Improvements shall be completed on or before September 30, 2026, which time for completion shall be of essence of this Agreement. Should the Improvements not be completed, or should Developer commence development and thereafter cease reasonable prosecution of installation of the Improvements, or should Developer fail or refuse to pay legal and/or inspection and/or administrative expenses as agreed herein, then, in that event, the Township may withdraw the moneys remaining in said Fund to the extent necessary for the completion of the remaining Improvements which are required to be made hereunder and for the reimbursement of Township expenses.

14. Sections 509 and 510 of the Pennsylvania Municipalities Planning Code, as amended, shall control and govern this Agreement.

15. Developer acknowledges that if the Fund created hereunder is insufficient to pay the cost of installing or making repairs or corrections to all of the Improvements covered by this Agreement and to pay all inspection and legal fees, the Township may, at its option, install all or part of said Improvements and may institute appropriate legal or equitable actions against Developer, its successors and assigns, to recover the monies necessary to complete the remainder of the Improvements and to collect any inspection, legal or administrative fees or expenses.

16. Developer may at any time post substitute financial security in an amount acceptable to the Township Engineer and in a form acceptable to the Township Solicitor. Should Developer elect to post other financial security, the remainder of the Fund created hereunder shall be released to Developer.

17. With respect to any of the Improvements which are dedicated to and accepted by the Township following completion, Developer, if requested to do so by the Township, shall post financial security or otherwise guarantee the structural integrity of said improvements in accordance with the design and specifications as depicted on the Plans for a term not to exceed

18 months from the date of acceptance of dedication. Said financial security, if required, shall be in the form and in the amount required by Section 509 of the Pennsylvania Municipalities Planning Code. The Township and the Developer agree that the storm water management facilities (except those located within a public right-of-way) shall not be dedicated to nor accepted by the Township.

18. The Township, its agents, servants and employees, shall have no responsibility or liability with regard to the design and/or installation of the Improvements which are to be installed in connection with the development of the Property, and Developer shall indemnify and hold harmless the Township, its agents, servants and employees, from any claims or damages arising therefrom.

19. In the event it becomes necessary to disturb any existing Township streets, curbs, drainage structures or other facilities during the course of the installation of the Improvements, Developer agrees, at its cost, to restore such Township facilities to a condition equal to or better than their existing condition.

20. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and may only be amended subsequent to the date hereof by a written instrument signed by the party to be bound thereby.

21. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, permitted assigns, grantees, lessees and successors of the parties hereto and shall constitute covenants running with the land.

22. For the purpose of this Agreement, the masculine gender shall be deemed to include the feminine and the neuter, and vice versa. Unless the context otherwise requires, the use of the singular and plural shall be interchangeable.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

TOWNSHIP OF WEST LAMPETER
Lancaster County, Pennsylvania

Attest: _____
Secretary

By: _____
(Vice) Chairman,
Board of Supervisors

[TOWNSHIP SEAL]

LAMPETER-STRASBURG SCHOOL

DISTRICT

Attest: _____
Secretary


By: _____
(Vice) President

EXHIBIT "A"

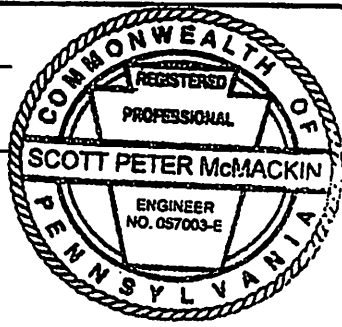
**FINANCIAL SECURITY ESTIMATE
LAMPETER STRASBURG MARTIN MEYLIN
WEST LAMPETER TOWNSHIP, LANCASTER COUNTY, PA
July 23, 2024**

Item No.	Description	Units	Original Quantity	Current Request	Current Cost	Remaining Quantity	Unit Price	Remaining Work Cost
<u>Frostion Control</u>								
1	Construction entrance	EA.	1.0	0.0	\$0.00	1.0	\$1,500.00	\$1,500.00
2	12" silt sock	L.F.	750.0	0.0	\$0.00	200.0	\$7.00	\$5,250.00
3	Inlet filters	EA.	15.0	0.0	\$0.00	18.0	\$400.00	\$6,000.00
4	Seeding	S.Y.	500.0	0.0	\$0.00	20,000.0	\$1.25	\$625.00
<u>Paving/Curbins/Concrete</u>								
1	Concrete sidewalk and ADA ramps	S.F.	800.0	0.0	\$0.00	800.0	\$8.00	\$6,400.00
<u>Landscaping</u>								
1	Shade trees	EA.	3.0	0.0	\$0.00	3.0	\$660.00	\$1,980.00
2	Ornamental trees	EA.	3.0	0.0	\$0.00	3.0	\$660.00	\$1,980.00
3	Large shrubs	EA.	8.0	0.0	\$0.00	8.0	\$113.00	\$904.00
4	Small shrubs	EA.	39.0	0.0	\$0.00	39.0	\$80.00	\$3,120.00
5	Ornamental grasses	EA.	45.0	0.0	\$0.00	45.0	\$20.00	\$900.00
6	Perennials	EA.	161.0	0.0	\$0.00	161.0	\$20.00	\$3,220.00
7	Groundcover	EA.	155.0	0.0	\$0.00	155.0	\$12.00	\$1,860.00
<u>Miscellaneous</u>								
1	Pavement striping and signage	L.S.	1.0	0.0	\$0.00	1.0	\$5,000.00	\$5,000.00
2	Permanent inlet filters	L.S.	15.0	0.0	\$0.00	15.0	\$1,200.00	\$18,000.00
3	Fire hydrant connection replacement	L.S.	4.0	0.0	\$0.00	4.0	\$800.00	\$3,200.00
4	Security fencing (incl gates)	L.F.	600.0	0.0	\$0.00	600.0	\$18.00	\$10,800.00
5	Site lighting	L.S.	1.0	0.0	\$0.00	1.0	\$35,000.00	\$35,000.00
6	Construction Stake-out	L.S.	1.0	0.0	\$0.00	1.0	\$4,000.00	\$4,000.00
7	As-built Plans	L.S.	1.0	0.0	\$0.00	1.0	\$1,500.00	\$1,500.00
Total Construction								\$111,239.00
Construction Contingencies/ Unforeseen Items/MPC (10%)								
		L.S.	1.0	0.0	\$0.00	1.0	\$11,123.90	\$11,123.90
TOTAL					\$0.00			\$122,362.90

TOTAL ORIGINAL FINANCIAL SECURITY	\$122,362.90
COST OF REMAINING WORK	\$122,362.90
TOTAL VALUE OF WORK CONSTRUCTED	\$0.00
LESS RETAINAGE(10%)	\$0.00
NET AMOUNT	\$0.00
LESS AMOUNT PREVIOUSLY RELEASED	\$0.00
AMOUNT RECOMMENDED FOR RELEASE	\$0.00

PREPARED  Design Engineer Date 7.23.2024

APPROVED _____ Township Engineer Date _____





Pennsylvania School Boards Association PRINCIPLES FOR GOVERNANCE AND LEADERSHIP

Pennsylvania school boards are committed to providing **every** student the opportunity to grow and achieve. Our actions, as elected and appointed board members, ultimately have both short- and long-term impact in the classroom. Therefore, we pledge that we will...



LEAD RESPONSIBLY

- Prepare for, attend and actively participate in board meetings
- Work together with civility and cooperation, respecting that individuals hold differing opinions and ideas
- Participate in professional development, training and board retreats
- Collaborate with the superintendent, acknowledging their role as the 10th member of the board and commissioned officer of the commonwealth



ACT ETHICALLY

- Never use the position for improper benefit to self or others
- Avoid actual or perceived conflicts of interest
- Recognize school directors do not possess any authority outside of the collective board
- Accept that when a board has made a decision, it is time to move forward collectively and constructively



PLAN THOUGHTFULLY

- Implement a collaborative strategic planning process
- Set annual goals that are aligned with comprehensive plans, recognizing the need to adapt as situations change
- Develop a comprehensive financial plan and master facilities plan that anticipates short- and long-term needs
- Allocate resources to effectively impact student success



EVALUATE CONTINUOUSLY

- Make data-informed decisions
- Evaluate the superintendent annually
- Conduct a board self-assessment on a recurring basis
- Focus on student growth and achievement
- Review effectiveness of all comprehensive and strategic plans



COMMUNICATE CLEARLY

- Promote open, honest and respectful dialogue among the board, staff and community
- Acknowledge and listen to varied input from all stakeholders
- Promote transparency while protecting necessary confidential matters
- Set expectations and guidelines for individual board member communication



ADVOCATE EARNESTLY

- Promote public education as a keystone of our commonwealth
- Engage the community by seeking input, building support networks and generating action
- Champion public education by engaging local, state and federal officials



GOVERN EFFECTIVELY

- Establish and adhere to rules and procedures for board operations
- Develop, adopt, revise and review policy routinely
- Align board decisions to policy, ensuring compliance with the PA School Code and other local, state and federal laws
- Remain focused on the role of governance, effectively delegating management tasks to the administration

Represented by the signatures below, adoption of these principles assures the school board and individual school directors adhere to the same principles across our commonwealth.

Adopted on: _____

_____	_____	_____
_____	_____	_____
_____	_____	_____