LAMPETER-STRASBURG SCHOOL DISTRICT

Lampeter, Pennsylvania 17537

Buildings and Grounds Committee Agenda October 21, 2024 7:00 p.m.

- 1. Results of Annual Lead Testing in Drinking Water
- 2. Martin Meylin Middle School Renovation Project legal agreements with West Lampeter Township:
 - a. Nonresidential Land Development Agreement
 - b. Declaration of Riparian Buffer Easement
 - c. Cash Escrow Agreement
- 3. Early Childhood Center Project Change Orders:

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.

- 4. Policy Review (704, 707 and 708)
- 5. Campus and Building Updates
- 6. Items from the group

1 10/21/2024



ENVIRONMENTAL CONSULTANTS & ABATEMENT CONTRACTORS

September 12, 2024 PA HIC #195

Mr. Glenn Davis c/o Lampeter-Strasburg School District 1600 Book Road, P.O. Box 428 Lampeter, PA 17537

Re: Lead in Water Testing Services - 2024 Lampeter-Strasburg School District EHC Project No. 008735-006.4

Dear Mr. Davis:

Please review the enclosed analytical report in regard to the water samples collected from the Lampeter-Strasburg School District on August 28, 2024. The samples were analyzed for lead content by Suburban Test Laboratory using the EPA 200 Method. The following provides a summary of the results:

LAMPETER ELEMENTARY SCHOOL

Sample Number/Sample Location	<u>Results</u>	
#1 Nurse's Office Sink	<0.001 mg/L	
#2 Fountain (Tall) - Music	<0.001 mg/L	
#3 Fountain (Short) - @ 208	<0.001 mg/L	
#4 Fountain - Cafeteria	<0.001 mg/L	
#5 Sink - Kitchen	0.001 mg/L	

HANS HERR ELEMENTARY SCHOOL

Sample Number/Sample Location	<u>Results</u>
#6 Hallway @ Rm 44 Bottle Filler	<0.001 mg/L
#7 Room 44 Bathroom Sink	0.001 mg/L
#8 Sink – Nurse's Office	<0.001 mg/L
#9 Fountain @ Room 70	<0.001 mg/L
#10 Fountain @ Elevator	<0.001 mg/L

2502 HORSESHOE ROAD, LANCASTER, PA 17601 ◊ 717-656-3008 ◊ FAX: 717-656-7134 EMAIL: OFFICE@EHCASSOCIATES.COM ◊ WWW.EHCASSOCIATES.COM

MARTIN MEYLIN MIDDLE SCHOOL

Sample Number/Sample Location	<u>Results</u>
#11 Fountain @ Guidance	0.006 mg/L
#12 Fountain – Room 26	0.003 mg/L
#13 Fountain – Room 42	< 0.001 mg/L
#14 Fountain – Grand Hall	< 0.001 mg/L
#15 Fountain – Room 60	0.001 mg/L

LAMPETER-STRASBURG HIGH SCHOOL

Sample Number/Sample Location	<u>Results</u>					
#16 Hall @ Office – Bottle Filler	< 0.001 mg/L					
#17 Fountain - @ Room 229	< 0.001 mg/L					
#18 Fountain - @ Room 314	< 0.001 mg/L					
#19 Fountain - @ Room 305	< 0.001 mg/L					
#20 Fountain @ Music Hall	< 0.001 mg/L					

Laboratory analysis indicates <u>the water samples collected from all of the above locations are below the recommended action level of 0.015 mg/L.</u>

Please review the enclosed analytical report and contact our office with questions, or if further information is needed.

Sincerely,

Mark Andrechik

Inspector

Encl.'s: Laboratory Analysis Report

Invoice No.: 008735-006.4



Drinking Water Results Report

Order ID: 4H07046

EHC Associates, Inc. 2502 Horseshoe Road Project: LS- Lead Water Testing Lampeter Elementary

Lampeter Elementary

Lancaster, PA 17601

Department / Test / Parameter

PWSID: Attn: Mark Andrechik

Result

0.001

Sample Number: 4H07046-01 Site: #1- Nurse's Office- Sink Sample ID:

Collector: MDA Collect Date: 08/28/2024 7:38 am Sample Type: Grab

Department / Test / Parameter Units MCL Pass/Fail MRL MDL **Prep Date** Result Method Βv **Analysis Date** Ву

Metals

< 0.001 EPA 200.8 0.015 0.001 09/10/24 09/10/24 14:24 Lead mg/L

Sample ID: Site: #2- Founatin (TA11)- Music Sample Number: 4H07046-02

Collector: MDA Collect Date: 08/28/2024 7:40 am Sample Type: Grab Units

Metals Lead < 0.001 mg/L EPA 200.8 0.015 Pass 0.001 09/10/24 09/10/24 14:58

MCL

Pass/Fail

MRI

MDL

Prep Date

Analysis Date

Ву

Method

Site: #3- Fountain (Shirt)- @208 Sample ID: Sample Number: 4H07046-03

Collector: MDA Collect Date: 08/28/2024 7:42 am Sample Type: Grab

Department / Test / Parameter MCL MRI MDI Result Units Method Pass/Fail **Prep Date** Ву **Analysis Date** Ву

Metals

Lead < 0.001 mg/L EPA 200.8 0.015 Pass 0.001 09/10/24 NLP 09/10/24 15:00 NLP

Sample Number: 4H07046-04 Site: #4- Fountain- Cafeteria Sample ID:

Collector: MDA Collect Date: 08/28/2024 7:44 am Sample Type: Grab

Pass/Fail Department / Test / Parameter Result Units Method MCI MRI MDL **Prep Date** Ву **Analysis Date** Ву

Metals

Lead

< 0.001 EPA 200.8 0.015 Pass 0.001 09/10/24 NLP 09/10/24 15:03 NLP Lead mg/L

Sample Number: 4H07046-05 Site: #5- Sink-Kitchen Sample ID:

Collector: MDA Collect Date: 08/28/2024 7:47 am Sample Type: Grab

Department / Test / Parameter Result Units Method MCL Pass/Fail MRL MDL **Prep Date** Analysis Date Ву <u>Metals</u>

0.015

Pass

0.001

EPA 200.8

Report Generated On: 09/11/2024 5:10 pm 4H07046

mg/L

STL_DW_Results Revision #3.0 Effective: 05/29/2024



09/10/24 15:05

NI P

09/10/24

NI P



Sample Receipt Conditions:

All samples met the sample receipt requirements for the relevant analyses.

Units P/A = Present/Absent Units P/F = Pass/Fail

The test pH, Lab is performed in the Laboratory as soon as possible. These results are not appropriate for compliance with NPDES, SDWA, or other regulatory programs that require analysis within 15 minutes of sample collection and should be considered for informational purposes only.

MCL: Maximum Contaminant Level based on 40CFR part 141 and 143. MCL and Pass/Fail are provided for reference only.

RL: Reporting Limit. The lowest concentration reported for this sample. Results below the RL are considered Non-Detected.

All results meet the requirements of STL's TNI NELAP Accredited Quality System unless otherwise noted. If your results contain any data qualifiers or comments, you should evaluate useability relative to your needs.

Releva Sel

If collectors initials include "STL", samples have been collected in accordance with STL SOP SL0015.

All results reported on an As Received (Wet Weight) basis unless otherwise noted.

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Results are considered Preliminary unless report is signed by authorized representative of STL.

Reviewed and Released By:

Rebecca Schweitzer Associate Project Manager

Report Generated On: 09/11/2024 5:10 pm

STL_DW_Results Revision #3.0 Effective: 05/29/2024

4H07046





4H07046	
Rebecca Schweitze	

Client Name: EHC Associates

Address: 2502 Horseshoe Road

Comments:

Lancaster, PA 17601

Email: labresults@encassociates.com

Contact Name: Mark Andrechik P.O. Info: 008735-006.4

	TAT(Check One): Standard 24hr 48hr 72hr Other (Additional charges may apply for rush TAT. If not specified, standard TAT will apply)
	Order ID:
ct Name:	LS- Lead Water Testing
Address:	Lampeter Elementary
Regulator	y ID (SDWA/Permit #):

	- 0.00 Sasis	_	73				S	ee Cod	e Codes Below		
STL Sample Number	5 250 ml R BMD STAILL + I multime @ 1503 Ptt Sumple Description / Site ID: MS 80	Date Sampled	Time Sampled	Samplers Initials	Test(s) Requested:	Bottle Quantity	Matrix	Sample Type	Bottle Type	Preservative	Comments / Field Data:
		8/28/24	738	MDA	1st Draw - Lead in Water	1	PW	G	Р	· parameter	
	#2. Funtam (TAII) - MUSIC	10 dicinativa	740	MDA	ſ	1				v-planer	
	#3- Fortan (shirt) - @ 208		772	MDA			apenin-s-occupations	A COLUMN TO A COLU			
	44- Fourtain- Cafetera		744	MDA		The second secon		- Company of the Comp	and the same of th	A CONTRACTOR OF THE CONTRACTOR	
	45- Sink-Kitchen	V	747	MDA			V	V	P	V	

Relinquished By:		Count	Date: 8728/v	Temp °C:	Sample Conditions Submitted with COC? N		Matrix Key NPW = Non-Potable Water Solid = Raw Sludge, Dewatered sludge, soil, etc.		Bottle Type Key		
			Time: 1000	-					P = Plastic G = Glass	PP = Sterile Polypropylene PS = Sterile Polystyrene	
Received By:	137	3	Date: 8129 124	Temp °C:	Number of containers match number on COC?	(Ý)1 N	(reported as mg/kg) PW = Potable Water (not for SDWA compliance)		GA = Glass Amber VOA = 40mL G or GA	HDPE = High Density Polyethylene O = Other	
			Time: OF36	Acceptable: Y / N		n.	SDWA = Safe Drinking V	Vater Act Potable Sample			
Relinquished By:		6	Date: 8/29/24	Temp °C: \	All containers in tact? (Y)/ N	Sample Type Key	SDWA Sample Types	Pre	servative Key		
	1)	Time: 1229	Acceptable (Y)/ N	Tests within holding times?	Ø/ N	G = Grab C = Composite	D=Distribution E=Entry Point R=Raw	A = Ascorbic Acid C = HCl	OH = _{NaOH} S = H ₂ SO ₄	
Received in Lab By:	47	5	Date: \$129124	Temp °C: <u>↓ </u>			8HC = 8 Hr. Composite	C=Check S=Special	H = HNO ₃ N = Sodium	O = Other NA = None	
			Time: 140.7	Acceptable (V) N	40 mL VOA vials free of headspace?	YIN		M=Maximum Residence	Thiosulfate	Required	

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Drinking Water Results Report

Order ID: 4H07047

EHC Associates, Inc. 2502 Horseshoe Road Project: LS-Lead Water Testing Herr Elementary

Herr Elementary

Lancaster, PA 17601

PWSID:

Attn: Mark Andrechik

Department / Test / Parameter

Sample Number: 4H07047-01

Site: #6- Fountain @ Rm 44

Sample ID:

Collector: MDA

Collect Date: 08/28/2024 7:50 am

Units

Units

mg/L

Units

mg/L

Method

Method

EPA 200.8

Method

EPA 200.8

Method

Sample Type: Grab MDL

Metals

< 0.001

EPA 200.8 mg/L

0.015

Pass/Fail

Pass/Fail

Pass

Pass/Fail

MCL

MCL

0.015

MCL

0.015

MCI

MCL

0.001 09/10/24

Prep Date

Prep Date

09/10/24

Prep Date

Ву

Ву

09/10/24 15:07

Analysis Date

Ву

Ву

Ву

Lead

Sample Number: 4H07047-02

Site: #7- Sink- Rm 44- Bathroom

Sample ID:

MRI

0.001

MRI

MRL

Βv

Collector: MDA

Department / Test / Parameter

Collect Date: 08/28/2024 7:51 am

Result

Result

0.001

Result

< 0.001

Result

< 0.001

Result

Sample Type: Grab

MDL

Metals Lead

Sample Number: 4H07047-03

Site: #8- Sink- Nurse's Office

Sample ID:

09/10/24 15:10

Analysis Date

Collector: MDA

Department / Test / Parameter

Collect Date: 08/28/2024 7:52 am

Sample Type: Grab

MDI

Metals

Lead

Site: #9- Fountain- @ Rm 70

Pass 0.001 09/10/24 NLP 09/10/24 15:12

Sample Number: 4H07047-04

Sample ID:

MRI

Analysis Date

Collector: MDA

Units

Collect Date: 08/28/2024 7:55 am

Sample Type: Grab

MDL

Analysis Date Ву

Metals

Lead

EPA 200.8 mg/L

0.015 Pass 0.001

Pass/Fail

Pass/Fail

09/10/24

Prep Date

Prep Date

09/10/24

NLP 09/10/24 15:22 NLP

Sample Number: 4H07047-05

Department / Test / Parameter

Department / Test / Parameter

Site: #10- Foutain- @ Elevator

Sample ID:

Collector: MDA

Collect Date: 08/28/2024 7:58 am

Sample Type: Grab

Analysis Date Ву

NI P

<u>Metals</u> Lead

< 0.001

mg/L

STL_DW_Results Revision #3.0

Units

EPA 200.8

Method

0.015 Pass 0.001

MRL

NI P 09/10/24 15:24

Report Generated On: 09/11/2024 5:11 pm

4H07047

Effective: 05/29/2024

SUBURBAN TESTING LABS





Sample Receipt Conditions:

All samples met the sample receipt requirements for the relevant analyses.

Units P/A = Present/Absent Units P/F = Pass/Fail

The test pH, Lab is performed in the Laboratory as soon as possible. These results are not appropriate for compliance with NPDES, SDWA, or other regulatory programs that require analysis within 15 minutes of sample collection and should be considered for informational purposes only.

MCL: Maximum Contaminant Level based on 40CFR part 141 and 143. MCL and Pass/Fail are provided for reference only.

RL: Reporting Limit. The lowest concentration reported for this sample. Results below the RL are considered Non-Detected.

All results meet the requirements of STL's TNI NELAP Accredited Quality System unless otherwise noted. If your results contain any data qualifiers or comments, you should evaluate useability relative to your needs.

Releva Sel

If collectors initials include "STL", samples have been collected in accordance with STL SOP SL0015.

All results reported on an As Received (Wet Weight) basis unless otherwise noted.

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Results are considered Preliminary unless report is signed by authorized representative of STL.

Reviewed and Released By:

Rebecca Schweitzer Associate Project Manager

Report Generated On: 09/11/2024 5:11 pm

STL_DW_Results Revision #3.0

PA DEP # 06-00208

4H07047

Effective: 05/29/2024



Chain of O

Client Name: EHC Associates

Address: 2502 Horseshoe Road

Lancaster, PA 17601

Contact Name: Mark Andrechik

Comments:

4H07047 Rebecca Schweitzer

டாவு: _____eouாs@ehcassociates.com

P.O. Info: 008735-006.4

	TAT(Check One): Standard 24hr 48hr 72hr Other (Additional charges may apply for rush TAT. If not specified, standard TAT will apply) Order ID:
	LS- Lead Water Testing
Address:	Herr Elementary
Regulatory	/ ID (SDWA/Permit #):

	5 250ml 8 BMD stealen		ъ				S	See Cod	les Belo	w	
STL Sample Number	5 250m/ P BM steller the thus 0 1807 Sutulle 1 Tems 8/2 Sample Description / Site ID:	Date Sample	Time Sampled	Samplers Initials	Test(s) Requested:	Bottle Quantity	Matrix	Sample Type	Bottle Type	Preservative	Comments / Field Data:
	7 -	8/28/2	1	MDA	1st Draw - Lead in Water	1	PW	G	Р	masser	
	#7- Sink- Payy Sethron	construction of the last of th	751	MDA			-				
	H8- SMK- Moses office	distribution des de l'accession de l	752	MDA			Of Management (see a special		000000000000000000000000000000000000000		
	49- Fountail - PRA 70		755	MDA		The second secon		1	The second second		
	410-Fortale - Peleveto	V	758	MUX	4	U	1	P	4	U	

Relinquished By:	Count	Date: 8/28/17	Temp °C:	Sample Conditions	Matr	ix Key	Bottle Type Key		
Received By:	_	Time: /30 / Date: &129129	T	Submitted with COC? (Y) N Number of containers	NPW = Non-Potable Water Solid = Raw Sludge, Dewatered sludge, soil, etc. (reported as mg/kg)		P = Plastic PP = Sterile Polypropy G = Glass PS = Sterile Polystyren GA = Glass Amber HDPE = High Density Po		
	1 Time: 0836		Acceptable: Y / N	match number on COC? (Y) / N	PW = Potable Water (not for SDWA compliance) SDWA = Safe Drinking Water Act Potable Sample		VOA = 40mL G or GA	O = Other	
Relinquished By:		Date: 8129124	Temp °C: \.\	All containers in tact?	Sample Type Key	SDWA Sample Types	Pre	servative Key	
	5	Time: 1228	Acceptable (9/N	Tests within holding times?	G = Grab C = Composite	D=Distribution E=Entry Point	A = Ascorbic Acid C = HCl	OH = NaOH S = H ₂ SO ₄	
Received in Lab By: Signing this form indicates your agreement with STL's Stan	5	Date: \$1,29129 Time: 1408	Acceptable: N	40 mL VOA vials free of headspace?	8HC = 8 Hr. Composite 24HC = 24 Hr. Composite	R=Raw C=Check S=Special M=Maximum Residence	H = HNO₃ N = Sodium Thiosulfate	O = Other NA = None Required	

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Drinking Water Results Report

Order ID: 4H07048

EHC Associates, Inc. 2502 Horseshoe Road Project: LS-Lead Water Testing Meylin MS

Meylin Ms

Lancaster, PA 17601

PWSID:

Attn: Mark Andrechik

Department / Test / Parameter

Sample Number: 4H07048-01 Site: #11- Foutain- @ Guidance Sample ID:

Collector: MDA Collect Date: 08/28/2024 8:04 am Sample Type: Grab

Department / Test / Parameter Units MCL Pass/Fail MRL MDL **Prep Date** Result Method Βv **Analysis Date** Ву

Metals

0.006 EPA 200.8 0.015 0.001 09/10/24 09/10/24 15:27 Lead mg/L

Sample ID: Site: #12- Fountain- @ Rm 26 Sample Number: 4H07048-02

Result

Collector: MDA Collect Date: 08/28/2024 8:07 am Sample Type: Grab

Units

Metals Lead 0.003 mg/L EPA 200.8 0.015 Pass 0.001 09/10/24 09/10/24 15:29

MCL

Pass/Fail

MRI

MDL

Prep Date

Analysis Date

Ву

Method

Site: #13- Foutain @ Rm 42 Sample ID: Sample Number: 4H07048-03

Collector: MDA Collect Date: 08/28/2024 8:11 am Sample Type: Grab

Department / Test / Parameter MCL MRI MDI Result Units Method Pass/Fail **Prep Date** Ву **Analysis Date** Ву

Metals

Lead < 0.001 mg/L EPA 200.8 0.015 Pass 0.001 09/10/24 NLP 09/10/24 15:31

Sample Number: 4H07048-04 Site: #14- Fountain- Grand Hallway Sample ID:

Collector: MDA Collect Date: 08/28/2024 8:15 am Sample Type: Grab

Department / Test / Parameter Result Units Method MCI Pass/Fail MRI MDL **Prep Date** Ву **Analysis Date** Ву

Metals

< 0.001 EPA 200.8 0.015 Pass 0.001 09/10/24 NLP 09/10/24 14:32 NLP Lead mg/L

Sample Number: 4H07048-05 Site: #15- Fountain- @ Rm 60 Sample ID:

Collector: MDA Collect Date: 08/28/2024 8:17 am Sample Type: Grab

Department / Test / Parameter Result Units Method MCL Pass/Fail MRL MDL **Prep Date** Analysis Date Ву <u>Metals</u>

0.001 EPA 200.8 0.015 Pass 0.001 09/10/24 NI P 09/10/24 12:26 NI P Lead mg/L

4H07048

Report Generated On: 09/11/2024 5:12 pm

STL_DW_Results Revision #3.0 Effective: 05/29/2024

SUBURBAN TESTING LABS





Sample Receipt Conditions:

All samples met the sample receipt requirements for the relevant analyses.

Units P/A = Present/Absent Units P/F = Pass/Fail

The test pH, Lab is performed in the Laboratory as soon as possible. These results are not appropriate for compliance with NPDES, SDWA, or other regulatory programs that require analysis within 15 minutes of sample collection and should be considered for informational purposes only.

MCL: Maximum Contaminant Level based on 40CFR part 141 and 143. MCL and Pass/Fail are provided for reference only.

RL: Reporting Limit. The lowest concentration reported for this sample. Results below the RL are considered Non-Detected.

All results meet the requirements of STL's TNI NELAP Accredited Quality System unless otherwise noted. If your results contain any data qualifiers or comments, you should evaluate useability relative to your needs.

Releva Sel

If collectors initials include "STL", samples have been collected in accordance with STL SOP SL0015.

All results reported on an As Received (Wet Weight) basis unless otherwise noted.

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Results are considered Preliminary unless report is signed by authorized representative of STL.

Reviewed and Released By:

Rebecca Schweitzer Associate Project Manager

Report Generated On: 09/11/2024 5:12 pm

STL_DW_Results Revision #3.0

4H07048

Effective: 05/29/2024



Client Name: EHC Associates

Contact Name: Mark Andrechik

Address: 2502 Horseshoe Road

Lancaster, PA 17601

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Rebecca Schweitzer

___wencassociates.com

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Regulatory ID (SDWA/Permit #): _

P.O. Info: 008735-006.4

-
_
-

Comments:

	5 250mil Budsizalen	pel	led			>		See Coo	des Belo	w	
STL Sample Number	5 250mil Brostalia + (M) Hun O 1803 5 y Hulle ptt Sample Description / Site ID: MS 8/	Sampled Sampled	Time Sampled	Samplers Initials	Test(s) Requested:	Bottle Quantity	Matrix	Sample Type	Sottle Type	Preservative	Comments / Field
	# 11 - Fountain - @ Cridence	8/28/24	804	MDA	1st Draw - Lead in Water	1	PW		Р	_	Data:
	4/2- Fourtain- Q Rn 26		807	MDA		1	-	В		parassisten,	
	#13-Fountain - @ RM 72		811	MDA					Automorphism Physiolegist (1994)		
	#14 Fountain - Grand Hallmay	the section of the se	815	MDA			STREET, STREET	and the second second		and the same of th	
	#15-Fartain - @ Rm 60		8/7	MDA	V	J	1	1	J	1	
8											
Relinqui	shed By: Count Date:			[4,0,0,1,0		\$PI	N Pi	clus	n-54	ilada	2
Relinqui	shed By: Count Date:	8/18/17	Temp %		Sample Conditions Matrix Key nitted with COC? NPW = Non-Potable Water	\$P		cler		λ/γ ottle	Туре

Relinquished By:		Count	Date: (1, 5, 5, 5	T	Talahan sababasan vara		MA &	Richery-Sta	Indood
		Count	Time: 8/18/17	Temp °C:	Sample Conditions Submitted with COC? Y/N	Mate NPW = Non-Potable Wa	rix Key		ttle Type Key
Received By:	13)	5	Date: 3/29/29	Temp °C:	Number of containers match number on COC? \(\int \) / N	Solid = Raw Sludge, De (reported as mg/ PW = Potable Water (no	watered sludge, soil, etc. kg)	P = Plastic G = Glass GA = Glass Amber VOA = 40mL G or GA	PP = Sterile Polypropylene PS = Sterile Polystyrene HDPE = High Density Polyethylene
Relinquished By:			Data: Colo	Acceptable: Y / N	All containers in tact? Ø/N		Vater Act Potable Sample	VOA - 40IIL G 01 GA	O = Other
	(7)	19	0149129	Temp °C: Acceptable Cy / N	, · · · · · · · · · · · · · · · · · · ·	Sample Type Key G = Grab	SDWA Sample Types D=Distribution		servative Key
Received in Lab By:			Date: C	Acceptable(y / N	Tests within holding times? / N	C = Composite	E=Entry Point R=Raw	A = Ascorbic Acid C = HCl	OH = NaOH S = H₂SO₄
		15	5161179	Temp °C: 1	40 mL VOA vials free of	8HC = 8 Hr. Composite	C=Check S=Special	H = HNO ₃	O = Other
Signing this form indicat	es your agreement with STL's Stand	ard Terms	190 8	Acceptable: N	headspace? Y/N	24HC = 24 Hr. Composite	M=Maximum Residence	N = Sodium Thiosulfate	NA = None Required

Conditions unless otherwise specified in writing. SLF059 Rev. 1.5 Effective April 24, 2020. Shaded areas are for STL use only.



Drinking Water Results Report

Order ID: 4H07049

EHC Associates, Inc. 2502 Horseshoe Road Project: LS-Lead Water Testing LS HS

LS HS

Lancaster, PA 17601

Department / Test / Parameter

PWSID: Attn: Mark Andrechik

Result

Sample Number: 4H07049-01

Site: #16- Fountain- @ Office

Sample ID:

Collector: MDA Collect Date: 08/28/2024 8:25 am Sample Type: Grab

Department / Test / Parameter Units MCL Pass/Fail MRL **Prep Date** Result Method MDL Βv **Analysis Date** Ву

Metals

< 0.001 EPA 200.8 0.015 0.001 09/10/24 09/10/24 12:30 Lead mg/L

Sample ID: Site: #17- Fountain- @ Rm 229 Sample Number: 4H07049-02

Collector: MDA Collect Date: 08/28/2024 8:31 am Sample Type: Grab Units

Metals Lead < 0.001 mg/L EPA 200.8 0.015 Pass 0.001 09/10/24 09/10/24 12:34

MCL

Pass/Fail

MRI

MDL

Prep Date

Analysis Date

Ву

Method

Site: #18- Fountain- @ Rm 314 Sample ID: Sample Number: 4H07049-03

Collector: MDA Collect Date: 08/28/2024 8:33 am Sample Type: Grab

Department / Test / Parameter MCL MRI MDI Result Units Method Pass/Fail **Prep Date** Ву **Analysis Date** Ву

Metals

Lead < 0.001 mg/L EPA 200.8 0.015 Pass 0.001 09/10/24 NLP 09/10/24 12:38 Sample Number: 4H07049-04 Site: #19- Fountain- @ Rm 305 Sample ID:

Collector: MDA Collect Date: 08/28/2024 8:35 am Sample Type: Grab

Department / Test / Parameter Result Units Method MCI Pass/Fail MRI MDL **Prep Date** Ву **Analysis Date** Ву

Metals

Lead

< 0.001 EPA 200.8 0.015 Pass 0.001 09/10/24 NLP 09/10/24 12:42 NLP Lead mg/L

Sample Number: 4H07049-05 Site: #20- Fountain- @ Music Hall Sample ID:

Collect Date: 08/28/2024 8:40 am Collector: MDA Sample Type: Grab

Department / Test / Parameter Result Units Method MCL Pass/Fail MDL **Prep Date** Analysis Date Ву <u>Metals</u>

EPA 200.8

< 0.001

4H07049

STL_DW_Results Revision #3.0

Report Generated On: 09/10/2024 4:23 pm

mg/L

Effective: 05/29/2024

0.015

Pass

0.001



09/10/24

suburbantestinglabs.com

NI P



09/10/24 12:47

NI P



Sample Receipt Conditions:

All samples met the sample receipt requirements for the relevant analyses.

Units P/A = Present/Absent Units P/F = Pass/Fail

The test pH, Lab is performed in the Laboratory as soon as possible. These results are not appropriate for compliance with NPDES, SDWA, or other regulatory programs that require analysis within 15 minutes of sample collection and should be considered for informational purposes only.

MCL: Maximum Contaminant Level based on 40CFR part 141 and 143. MCL and Pass/Fail are provided for reference only.

RL: Reporting Limit. The lowest concentration reported for this sample. Results below the RL are considered Non-Detected.

All results meet the requirements of STL's TNI NELAP Accredited Quality System unless otherwise noted. If your results contain any data qualifiers or comments, you should evaluate useability relative to your needs.

Releva Sel

If collectors initials include "STL", samples have been collected in accordance with STL SOP SL0015.

All results reported on an As Received (Wet Weight) basis unless otherwise noted.

This laboratory report may not be reproduced, except in full, without the written approval of STL.

Results are considered Preliminary unless report is signed by authorized representative of STL.

Reviewed and Released By:

Rebecca Schweitzer Associate Project Manager

Report Generated On: 09/10/2024 4:23 pm

STL_DW_Results Revision #3.0 Effective: 05/29/2024

4H07049



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bs.com

TAT(Check One):⊠Standard
(Additional charges may apply for rush TAT. If not specified, standard TAT will apply)
Order ID:

Client Name: EHC Associates

Contact Name: Mark Andrechik

Address: 2502 Horseshoe Road

Lancaster, PA 17601

4H07049 Rebecca Schweitzer

Email: __labresults@ehcassociates.com

P.O. Info: 008735-006.4

Project Name:	LS- Lead Water Testing	
-	LS HS	
Regulator	v ID (SDWA/Permit #):	

Comments:

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STL Sample Number	S 250M R BMO A12A124 +1 ML HAMS C 1803 S 4 HTT 14 Sample Description / Site ID:	Date Sampled	Time Sampled	Samplers Initials	Test(s) Requested:	Bottle Quantity	Matrix	Sample Type	Bottle Type	Preservative	Comments / Field Data:
		8/28/24	825	MDA	1st Draw - Lead in Water	1	PW	G	Р	Philippore	
(*) (*)	#17 - Fountain - P. Rm 229	\	831	MDA		- Carling and Carl	o gijanestija	v _{erminister}			
	#18- Fourtain - @ an 314	anno estada de la companya de la com	833	MDA			AND OWNERS THE PROPERTY OF THE				
	#19- Fountain - @ Rg 365		835	MDA		OFF COMMUNICATION	NATURAL PROPERTY AND ADDRESS OF THE PARTY AND			COMMON AND AND ADDRESS OF THE ADDRES	
	#20 - Fourtain - @ Music Hall	V	840	MDA	V	1	1			D	

Relinquished By:	$\overline{}$	Count	Date:	Temp °C:	Sample Conditions	Mat	rix Key	Bo	ttle Type Key
19 /	2		Time:		Submitted with COC?	Solid = Raw Sludge, De	watered sludge, soil, etc.	P = Plastic G = Glass	PP = Sterile Polypropylene PS = Sterile Polystyrene
Received By:		5	Date: 8/70/124	Temp °C:	Number of containers match number on COC?	(reported as mg	/kg) ot for SDWA compliance)	GA = Glass Amber VOA = 40mL G or GA	HDPE = High Density Polyethylene O = Other
			Time: 0834	Acceptable: Y / N		Charles and the contract of th	Water Act Potable Sample		
Relinquished By:		5	Date: \$129124 Time: 1229	Temp °C:	All containers in tact? (y) / Tests within holding times?	G = Grab	SDWA Sample Types D=Distribution E=Entry Point R=Raw	Pre A = Ascorbic Acid C = HCl	servative Key OH = _{NaOH} S = H ₂ SO ₄
Received in Lab By:	W)	5	Date: \$129129 Time: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Temp °C: 1	40 mL VOA vials free of	8HC = 8 Hr. Composite	C=Raw C=Check S=Special M=Maximum Residence	H = HNO ₃ N = Sodium Thiosulfate	O = Other NA = None Required

Signing this form indicates your agreement with STL's Standard Terms and Conditions unless otherwise specified in writing. SLF059 Rev. 1.5 Effective April 24, 2020. Shaded areas are for STL use only.

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. <u>Sidewalks, Curbing and Cartways</u>. 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. <u>Sanitary Sewers</u>. 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. <u>Water Lines</u>. 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. <u>Curbs</u>. Developer shall construct all curbs and curb depressions as shown on the Plans providing sufficient curb depressions for each building as shown thereon.
- F. <u>Plantings</u>. 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. <u>Capital Improvements</u>. 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. Are 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. <u>Periodic Withdrawals from the Financial Security Upon Completion of the Township Improvements</u>. 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 arc 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, _have caused this	the Agre	Township eement to be		Lampeter as of the day	and
year fi	rst abo	ve written.	_				•	
					EST LAMPI ancaster Cour			
Attest		sistant) Secret	ary	В	y: (Vice) Cha Board of S			

[TOWNSHIP SEAL]

	Lampeter- Strasburg School District
ATTEST:	By:
By:(Assistant) Secretary	By:(Vice) President Board of School District
[CORPORATE SEAL]	

(MUNICIPALITY ACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF LANCASTER) SS:)
On this day of	, 2024, before me, the undersigned officer, a
notary public in and for the aforesaid Co	mmonwealth and County, personally appeared
	who acknowledgedself to be (Vice)
Chairman of the Board of Supervisors of	West Lampeter Township, Lancaster County,
Pennsylvania, and that he/she, as such officer,	being authorized to do so, executed the foregoing
Agreement, for the purposes therein contained,	by signing the name of such Township byself
as such officer.	
IN WITNESS WHEREOF, I set my har	nd and official seal.
	N-4 D. 1.1.
	Notary Public
	My commission expires:

(CORPORATE DEVELOPER ACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANI COUNTY OF LANCASTER	(A)
COUNTY OF LANCASTER) SS:)
On this day of	, 2024, before me, a notary public,
the undersigned officer, personally appe	eared, who
acknowledgedself to be the	of the Board of School
Directors of the Lampeter- Strasburg School	ol District, a Pennsylvania public school district and
that as such officer being authorized to do	so, acknowledged the foregoing Agreement for the
purpose therein contained, by signing	the name of the corporation byself as
	·
IN WITNESS WHEREOF, I set my	hand and official seal.
	Notary Public
	My commission expires:

[LIMITED LIABILITY COMPANY LANDOWNER ACKNOWLEDGMENT]

COMMONWEALTH	OF PENNSYLVANIA)	SS:			
COUNTY OF LANCASTER)	SS.			
On this	day of		- 111		, 20	, before me, the
undersigned officer,	personally appeared					
who acknowledged th	emselves to be all of the	men	nbers of	-		
a	limited	liabi	lity com	pany, an	d that they	as such members,
being authorized to d	o so, executed the forego	ing	Agreem	ent for th	e purpose	s therein contained
by signing the name of	of said limited liability con	mpa	ny by th	emselves	as such m	nembers.
IN WITNESS	WHEREOF, I hereunto s	et n	y hand	and offic	ial seal.	
		No	tary Pub	lic		

My Commission Expires:

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 Erma 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
	Erosion Control	-
1	Construction entrance	EA.
2	12" silt soxx	L.F.
3	Inlet filters	EA.
4	Seeding	S.Y.
	Paving/Curbing/Concrete	
1	Concrete sidewalk and ADA ramps	S.F.
	Landscaping	
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.
	Miscellaneous	
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 "F"

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 Price	Remaining Work Cost
	Erosion Control							THE STATE OF THE S
1	Construction entrance	EA.	1.0	0.0	\$0.00	1.0	\$1,500.00	\$1,500.00
2	12" sili sox	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
	Paving/Curbing/Concrete							
1	Concrete sidewalk and ADA ramps	S.F.	800.0	0.0	\$0.00	800.0	\$8.00	\$6,400.00
	Landscaping							
1	Shade trees	EA.	3.0	0.0	\$0.00	3.0	\$660.00	\$1,980.00
2	Omamental 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
	Miscellaneous							
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	
3	Fire hydrant connection replacement	L.S.	4.0	0.0	\$0.00	4.0	\$800.00	\$18,000.00
4	Security fencing (incl gates)	L.F.	600.0	0.0	\$0.00	600.0		\$3,200.00
5	Site lighting	L.S.	1.0	0.0			\$18.00	\$10,800.00
В	Construction Stake-cut	L.S.	1.0		\$0.00	1.0	\$35,000.00	\$35,000.00
7	As-built Plans	L.S.	1.0	0.0 0.0	\$0.00	1.0	\$4,000.00	\$4,000.00
•		L.J.	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 SECUR	ITY						\$122,362,80
	COST OF REMAINING WORK	•						\$122,362.80
	TOTAL VALUE OF WORK CONSTRUC	TED			-			
	LESS RETAINAGE(10%)							\$0.00
	NET AMOUNT			···				\$0,00
	LESS AMOUNT PREVIOUSLY RELEAS	SEU						\$0.00
	AMOUNT RECOMMENDED FOR RELEASE	SED SED						\$0.00
	WINDOW VECONINEINDED LOW KET	EW9E	_					\$0.00

Date

Design Engineer Date APPROVED

Township Engineer

SCOTT PETER McMACKIN

ENGINEER 10. 057003-E

REGISTERED

PROFESSIONAL

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				, 2	024, by and
between the T	OWNSHIP OF W	VEST LAMPET	ER, a s	second clas	s tow	nship operatir	ng under the
laws of the Co	mmonwealth of Pe	nnsylvania with	its mun	icipal offic	es loc	cated at 852 Vi	illage Road,
Lampeter, Per	nnsylvania 17537	, hereinafter re	ferred 1	to as the	"Tow	nship", and	Lampeter-
Strasburg Scl	hool District, with	a mailing addre	ss of 16	600 Book F	Road,	Lancaster, Pe	nnsylvania,
hereinafter ref	erred to as the "Gr	antor".					

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.

Attest:	By:	
Secretary	(Vice) Chairman	
	Board of Supervisors	

TOWNSHIP OF WEST LAMPETER

Attest:	LAMPETER-STRASBURG SCHOOL DISTRICT			
By:Secretary	By:(Vice) President Board of School District			

COMMONWEALTH OF PENNSYLVANIA	
COUNTY OF LANCASTER) SS:)
On this day of	, 2024, before me, the
undersigned officer, a notary public in and	for the aforesaid Commonwealth and County,
personally appeared	, who acknowledgedself to be
(Vice) Chairman of the Board of Supervisor	s 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 purpo	ses therein contained by signing the name of such
Township byself as such officer.	
IN WITNESS WHEREOF, I set my han	d and official seal.
	Notary Public

COMMONWEALTH OF PENNSYLVANIA)) SS:	
COUNTY OF LANCASTER)	
On this, 2024, before me, a	notary
public, the undersigned officer, personally appeared	_, who
acknowledgedself to be the of the Board of Directors of the Lampeter- St.	rasburg
School District, a Pennsylvania school district and that as such officer being authorized to	do so
acknowledged that foregoing Agreement for the purposes therein contained and has sign	ned the
Agreement as of the Board of School Directors the persons whose nar	nes are
subscribed on the within instrument and acknowledged the foregoing instrument to be the	heir act
and deed and desired the same to be recorded as such.	
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.	
Notary Public	

EXHIBIT "A"

Plan illustrating the "Riparian Buffer Easement"

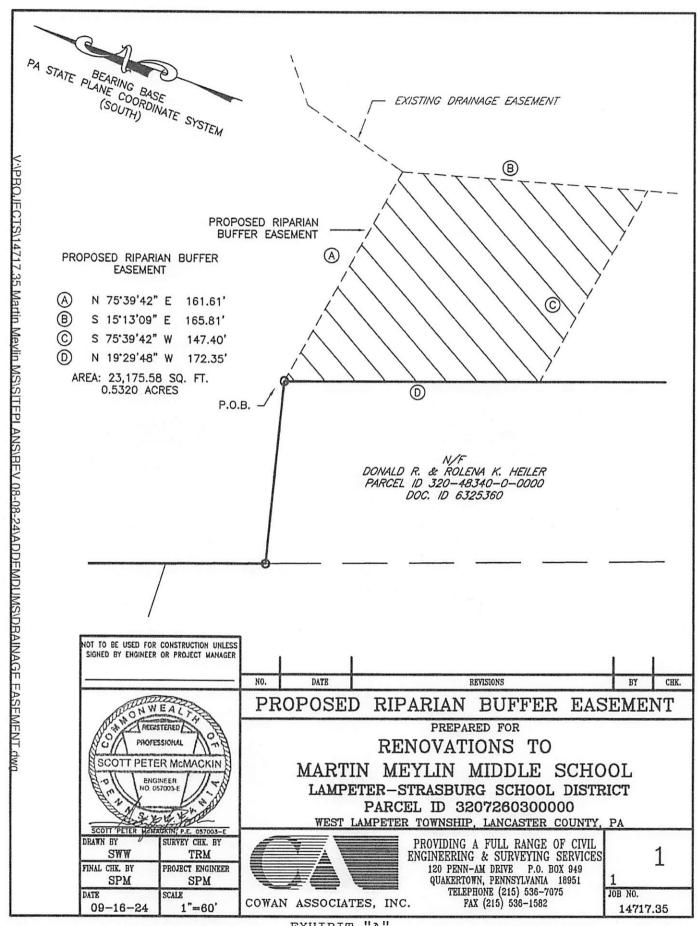


EXHIBIT "B"

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
Jo
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 dock

ESCROW AGREEMENT

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:	By:
Secretary	(Vice) Chairman,
	Board of Supervisors
TOWNSHIP SEAL1	

LAMPETER-STRASBURG SCHOOL

Attest:Secretary	_ By: (Vice) President

DISTRICT

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 Price	Remaining Work Cost
	Erosion Control			-				
1	Construction entrance	EA.	1.0	0.0	\$0.00	1.0	\$1,500,00	\$1,500,00
2 3	12" sit sox	L.F.	750.0	0.0	\$0.00	200.0	\$7.00	\$5,250,00
4	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
	Paving/Curbing/Concrete							
1	Concrete sidewalk and ADA ramps	S.F.	0.008	0.0	\$0.00	0.008	\$8.00	\$6,400.00
	Landscaping							
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	\$80,60	\$3,120.00
5	Ornamental grasses	EA.	45.0	0.0	\$0.00	45.0	\$20.00	\$800.00
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
	Miscellaneous							- 1,000.00
1	Pavement striping and signage							
2	Permanent inlet filters	L.S.	1.0	0.0	\$0.00	1.0	\$5,000.00	\$5,000.00
3	Fire hydrent connection replacement	L.S.	15.0	0.0	\$0.00	15.0	\$1,200.00	\$18,000.00
4	Popular Connection replacement	L.S.	4.0	0.0	\$0.00	4.0	\$800.00	\$3,200.00
5	Security fencing (incl gates)	L.F.	600.0	0.0	\$0.00	600.0	\$18.00	\$10,800.00
5 6	Site lighting	L.S.	1.0	0.0	\$0.00	1.0	\$35,000.00	\$35,000.00
-	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		011,120.00	\$122,362.90
	7070							
	TOTAL ORIGINAL FINANCIAL SECUR COST OF REMAINING WORK	RITY						\$122,382.80
	TOTAL VALUE OF WORK CONSTRU	0.000						\$122,362.90
1		CIED						\$0,00
	LESS RETAINAGE(10%) NET AMOUNT							\$0.00
								\$0.00
	LESS AMOUNT PREVIOUSLY RELEA	SED						\$0.00
	AMOUNT RECOMMENDED FOR REL	EASE						\$0.00
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	Township Engin	eer		Date		COTT DET	-D 14-14-	
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Book Policy Manual

Section 700 Property

Title Maintenance

Code 704

Status Active

Adopted May 6, 2019

Last Reviewed August 21, 2023

Purpose

Adequate maintenance of buildings, property and equipment is essential to fiscal responsibility and efficient management of district facilities.

Authority

The Board directs that a continuous program of inspection and maintenance of all district buildings, property and equipment be established and implemented. Wherever possible, maintenance shall be preventive.[1][2][3]

Delegation of Responsibility

The Superintendent or designee shall develop and supervise a maintenance program which shall include:

- 1. Regular program of maintenance, repair and improvement of buildings and facilities.
- 2. Critical spare parts inventory.
- 3. Equipment replacement program.
- 4. Long-range plans for building modernization and conditioning.

The Superintendent or designee shall develop a maintenance check list applicable to all district buildings.

Each building principal, in conjunction with the building maintenance employee, shall conduct a physical inspection of the building on a periodic basis and return a written report to the Superintendent or designee as to the findings of that inspection.

The Superintendent or designee shall report annually to the Board regarding the current maintenance and improvement program and projected maintenance needs that include cost analysis.

Legal

1. <u>24 P.S. 701</u>

2. 24 P.S. 742

3. 24 P.S. 772

25 PA Code 171.1 et seg

LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION
APPROVED:
REVISED:

704-AR-0. MAINTENANCE

The district maintenance program is designed to maintain school buildings and property in good repair in order that the instructional program can be carried out efficiently, students and staff can have a sanitary and safe environment in which to learn and work, and maintenance costs can be minimized.

The district maintenance employees are responsible for the appearance and upkeep of district buildings and facilities, under the supervision of the designated administrator in cooperation with the building principals.

The Director of Buildings and Grounds is responsible to ensure appropriate training for new employees, provide the technical expertise on products and equipment requirements, and develop work schedules for maintenance employees.

Designated maintenance employees are responsible to conduct assigned inspections, complete the required inspection forms and submit them to the building principals and Director of Buildings and Grounds. When necessary, the employees will complete and submit a Maintenance Request Form.

LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION
APPROVED:
REVISED:

704-AR-1. BUILDING MAINTENANCE INSPECTION REPORT

School/Site:	Date:	
Inspected By:		

This form is a reminder of general areas and items to be inspected. Check each item "Acceptable" or "Needs Attention." All "Needs Attention" items must include location, and the date corrected must be noted.

Area Inspected	Location(s)	Condition		
		Acceptable	Needs Attention	Date Corrected
Inside Electrical				
Switches				
Receptacles				
Lights				
Inside Plumbing				
Toilets				
Sinks				
Drains				
Fixtures				
Inside Carpentry				
Windows				
Doors				
Floors				
Painting				
Outside Electrical				
Lights				
Power				
Lines and Poles				
Outside Plumbing				
Sewer				
Gutter				
Drains				
Downspouts				

704-AR-1. BUILDING MAINTENANCE INSPECTION REPORT - Pg. 2

Area Inspected	Location(s)		Condition		
		Acceptable	Needs Attention	Date Corrected	
Outside Carpentry					
Roof					
Painting					
Doors					
Windows					
Grounds					
Shrubs					
Trees					
Fencing					
Playground					
Playground					
Equipment					
Playground Poles					
Downspouts					
Other					
C .		-	1	1	
Comments:					
Copies of this form will be	e forwarded to the build	ing principal and	I the Director of F	Ruildings and	
Grounds. The inspecting e			the Breetor of I	Junuings und	
ore united that map eximg t		-FJ.			
Signature of	Recipient		Date Received		

LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

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704-AR-2. PLAYGROUND/EQUIPMENT INSPECTION REPORT

Submit this form to the \square Maintenance Supervisor \square Superintendent/designee \square District/School Safety Coordinator. One copy shall be kept by the person inspecting the playground and/or equipment, and one copy shall be forwarded to the principal/site supervisor.				
School/Site: Inspected By:		Date:		
Equipment	S/U*	Specify Repair	Date Correcte	

Equipment	S/U*	Specify Repair	Date Corrected
Swings	5/0	эрсспу керап	Date Corrected
splintered/rotten wood			
jagged/exposed screws/bolts			
missing screws, nuts, bolts, caps			
loose screws, nuts, bolts, etc.			
broken supports/anchors			
open/worn "S" hooks			
inadequate/worn surface material			
other:			
Tennis Courts			
jagged/exposed concrete footing			
inadequate/worn surface			
other:			
Climbing Bars			
jagged/exposed screws/bolts			
missing screws, nuts, bolts, caps			
loose screws, nuts, bolts, etc.			
broken supports/anchors			
missing/broken rails, steps, rungs			
inadequate/worn surface			
other:			
Slides			
jagged/exposed screws/bolts			
missing screws, nuts, bolts, caps			
loose screws, nuts, bolts, etc.			
broken supports/anchors			
missing/broken rails, steps, rungs			
inadequate/worn surface			
other:			

704-AR-2. PLAYGROUND/EQUIPMENT INSPECTION REPORT - Pg. 2

Equipment	S/U*	Specify Repair	Date Correcte
Balance Bars			
jagged/exposed screws/bolts			
missing screws, nuts, bolts, caps			
loose screws, nuts, bolts, etc.			
broken supports/anchors			
inadequate/worn surface			
other:			
Game/Play Area/Fields			
broken glass			
inadequate/worn surface material			
jagged/exposed concrete/asphalt			
landscaping material obstructs views			
other:			
Basketball Goals			
jagged/exposed screws/bolts			
missing/torn net			
missing screws, nuts, bolts, caps			
loose screws, nuts, bolts, etc.			
broken supports/anchors			
inadequate/worn surface			
other:			
Track Equipment			
inadequate/worn surface material			
jagged/exposed concrete/asphalt			
other:			
Other, specify:			
*Use S and U for satisfactory and u equipment. Copies of this form will be forward Grounds. The inspecting employee	led to the buildi	ng principal and the Director	
Signature of Recipien	t	Date Receiv	ed

No. 704-AR-3

LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION APPROVED:

REVISED:

704-AR-3. GYMNASIUM/EQUIPMENT INSPECTION REPORT

Submit this form to the Mainten Coordinator. One copy shall be ke copy shall be forwarded to the princ	pt by the person insp		
School/Site:		_ Date:	
Inspected By:			
Equipment	S/U*	Specify Repair	Date Correcte
limbing Ropes			
missing rope			
worn, frayed rope			
broken anchors			
improper mounting			
other:			
asketball Goals			
jagged/exposed screws/bolts			

704-AR-3. GYMNASIUM/EQUIPMENT INSPECTION REPORT - Pg. 2 $\,$

Equipment	S/U*	Specify Repair	Date Corrected
Light Fixtures			
broken supports			
broken glass			
broken fixture			
improper mounting			
other:			
Bleachers			
jagged/exposed screws/bolts			
missing screws, nuts, bolts, caps			
loose screws, nuts, bolts, etc.			
broken supports/anchors			
inadequate/worn surface			
other:			
Flooring			
inadequate/worn surface			
other:			
Other, specify:			
*Use S and U for satisfactory and unsa equipment. Copies of this form will be forwarded Grounds. The inspecting employee wi	to the b	uilding principal and the Director of B	
Signature of Recipient		Date Received	

LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE	REGULATION

REVISED:

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704-AR-5. ENERGY CONSERVATION

The district believes that measures should be taken to conserve energy resources and to reduce expenditures of funds for energy, while providing a safe and comfortable learning environment for all students and staff.

The Superintendent and/or Director of Buildings and Grounds will review energy consumption and efforts to conserve usage.

The Director of Buildings and Grounds will be responsible to:

- 1. Establish and update an energy efficiency program with specific strategies to ensure the district uses energy more efficiently.
- 2. Regularly inspect district facilities and operations relevant to energy consumption.
- 3. Maintain accurate records of energy consumption in the district.
- 4. Make recommendations for maintenance and capital expenditures that will help attain district energy conservation goals.
- 5. Identify funding opportunities and cost-reducing incentive programs.

Implementation of an energy conservation program is a joint responsibility of administrators, teachers, support staff and students, and its success is based on cooperation at all levels. Students and staff will be educated regarding their expected participation in the program.

Fuel/Energy Conservation

- 1. Generally, room thermostats will be set at 68-70 degrees Fahrenheit during the heating season; however, other factors affecting comfort level may be taken into consideration, such as the number of outside walls, air movement within the room, and type and location of heating equipment.
- 2. Temperatures in special areas, such as cafeterias, gymnasiums, locker rooms, and swimming pools, will be maintained at levels suitable for their use.
- 3. When buildings are unoccupied during the heating season, temperatures will be set at 55-60 degrees, provided the heating system is capable of recovering to recommended daytime temperatures.

704-AR-5. ENERGY CONSERVATION - Pg. 2

- 4. Fresh air dampers will be set to provide the amount of fresh air required to conform to the latest ASHRAE indoor air quality standards.
- 5. Electric portable heaters will not be used in district buildings.
- 6. Thermostats in air-conditioned areas will be set at 74-78 degrees Fahrenheit during off-hours in the cooling season.
- 7. Air conditioners will not be operated during a time of no or minimal occupancy, except when building maintenance employees determine it is necessary during periods of severe high temperatures.
- 8. Doors and windows will be kept closed whenever possible when heating and/or air conditioning systems are in operation.
- 9. Inlet and outlet air grills for heating and cooling systems must be kept free and clear from items that may restrict air flow.
- 10. Domestic hot water temperatures will be 110 degrees Fahrenheit, except for kitchen loops set at 140 degrees.
- 11. Lights must be turned off in classrooms and offices when unoccupied.
- 12. Lighting levels will not be higher than needed to provide adequate lighting for the purpose intended.
- 13. All office machines and all computers, including monitors, printers and speakers will be turned off at the end of each day.
- 14. Pumps, fans and other motors will be turned off when they are not required to be operating.
- 15. All evening activities will take place with night settings on thermostats (except special functions).
- 16. The energy efficiency of equipment will be given major consideration when preparing specifications and making purchases.
- 17. Vehicles will be operated at posted speed limits. Vehicle engines will not be left idling when the driver is out of the vehicle.
- 18. Employees are prohibited from using personal electrical appliances in district buildings.

No. 704-AR-6

LAMPETER-STRASBURG SCHOOL DISTRICT

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APPROVED:

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704-AR-6. DRINKING WATER

The district has a duty to maintain facilities that provide a safe supply of drinking water.

To ensure that all school facilities are providing safe drinking water to students and staff, the district will implement the following measures:

- 1. Disinfect drinking water fountains and water outlets daily to reduce possible bacteria contamination.
- 2. Clean drinking water fountains daily to remove lime and calcium build-up.
- 3. Clean sediment and debris out of all outlet screens or aerators on a regular basis.
- 4. Clean water faucets and hot water tanks to control bacteria growth levels.
- 5. Evaluate school facilities for the presence of cross-connections between the drinking water system and other liquids or substances for actual or potential cross-contamination.

Lead Testing

The Superintendent or designee will determine the necessity for annual lead testing in the drinking water of school facilities where children attend school.

If the district does not test drinking water for lead, the Director of Building and Grounds will discuss lead issues in school facilities at a public meeting, as required by law.

When lead testing is conducted and water samples show lead levels in excess of the standards set by the United States Environmental Protection Agency's National Primary Drinking Regulations, the district will immediately:

- 1. Ensure that no child or adult is exposed to drinking water contaminated with lead.
- 2. Make alternative sources of drinking water available.
- 3. Take corrective actions, as necessary.

The Superintendent, or designee, will report elevated lead levels to the PA Department of Education.

704-AR-6. DRINKING WATER - Pg. 2

The district will ensure that training is provided for school staff to:

- 1. Raise awareness of the potential occurrences, causes and health effects of lead in drinking water.
- 2. Assist school staff in identifying potential areas where elevated lead levels may occur.
- 3. Establish a testing plan to identify and prioritize testing sites.

The district will communicate information to students, parents/guardians, staff and the community about the programs in place for monitoring lead levels, the results of testing for lead in the drinking water, and remediation action being taken by the district.

NOTE: School district facilities that receive their drinking water from their own water source and not from a municipal water system operate as a public water system (PWS) and are required to comply with the federal Safe Drinking Water Act. A **public water system (PWS)** is a school facility that provides water for consumption using their own water source (e.g., a well) to twenty-five (25) or more individuals more than sixty (60) days per year or a system that has fifteen (15) or more service connections. Please see "Drinking Water and Best Management Practices for Schools and Child Care Facilities With Their Own Drinking Water Source," US Environmental Protection Agency, for further information —

https://nepis.epa.gov/Exe/ZyPDF.cgi?Dockey=P100GOT8.txt

Resources:

Healthy Schools and Water Quality, US Environmental Protection Agency - <a href="https://www.epa.gov/schools-air-water-quality/healthy-schools-and-water-quality/healthy-schools

Drinking Water and Best Management Practices for Schools and Child Care Facilities Served by Municipal Water Systems, US Environmental Protection Agency - https://nepis.epa.gov/Exe/ZyPDF.cgi?Dockey=P100HGM8.txt

Lead Information for Schools and Daycares, PA Department of Environmental Protection - http://www.dep.pa.gov/Citizens/My-Water/PublicDrinkingWater/Pages/Lead-and-Drinking-Water.aspx

Lead in Drinking Water in Schools and Childcare Facilities, US Environmental Protection Agency - https://www.epa.gov/dwreginfo/lead-drinking-water-schools-and-childcare-facilities

3Ts Toolkit for Reducing Lead in Drinking Water in Schools, US Environmental Protection Agency - https://www.epa.gov/ground-water-and-drinking-water/3ts-reducing-lead-drinking-water-toolkit

Book Policy Manual

Section 700 Property

Title Use of School Facilities

Code 707

Status Active

Adopted May 6, 2019

Last Revised September 3, 2019

Last Reviewed September 18, 2023

<u>Purpose</u>

The Board recognizes the broad aspect of education and that education, in reality, is related to all ages. It is the intent of the Board to make school facilities available, without discrimination, for use by community members when such use does not conflict with the regular school program and when such use shall result in an improved community climate. The intent of this policy makes possible the maximum educational return on community investment in the school district's buildings, grounds, and equipment.

Authority

The Board directs that use of school facilities may be granted to individuals and community groups for the following types of activities:

- 1. Instruction in any branch of education, learning, and the arts, consistent with the school district's mission.
- 2. Social, civic, and recreational meetings and entertainment, and other uses pertaining to the welfare of the community.
- 3. Recreation, physical training, and athletics, including competitive athletic contests for children and adults.

The Board shall establish a schedule of fees for the use of school facilities by approved groups.[1]

Delegation of Responsibility

The Superintendent is charged with the responsibility for providing, maintaining, and protecting school facilities, reserves the right to deny the use of school facilities when deemed necessary in the public interest. The following shall be used in interpreting the public interest:

- 1. The applicant shall conduct orderly meetings, and such gatherings shall not be of a nature to incite others to disorder.
- 2. The applicant shall conduct nondiscriminatory meetings.

The Board, at the recommendation of the Superintendent, reserves the right to waive or adjust any or all fees levied under the policy. A request to waive rental fees shall be considered by the Superintendent in the event it directly benefits students in the district. Labor related charges are not subject to waiver.

The requesting organization must adhere to all district policies and administrative regulations at all times when using district facilities and grounds for any purpose.

The Superintendent shall be granted the authority to revoke permission if, in the Superintendent's judgment, proper use is not being made of the school facility as outlined by this policy.

The Superintendent shall ensure that this policy is posted on the district's publicly accessible website.[8]

The Superintendent or designee shall implement administrative regulations or procedures for requesting and granting permission for use of school facilities and shall distribute the necessary information to individuals affected by them.

An application for use of school facilities may be disapproved because of noncompliance with established policy and procedures by the Superintendent or designee.

Definitions

Following receipt of the Application for Facility Rental, the request for use of school district facilities shall be categorized based on the following three (3) definitions:

1. School-Sponsored Activities

These activities consist of approved school district athletic and extracurricular activities. Requests for use of facilities must be made through the respective building's principal or Athletic Director. All activities for the upcoming year should be scheduled prior to July 15 by the principal's secretary or the Athletic Director. Liability insurance coverage is provided under the school district's general liability policy for all school-sponsored activities.

2. **School-Related Activities**

These activities are sponsored by organizations that are considered to be school related, such as booster clubs or parent-teacher organizations, but are not financially supported by the district. Requests for use of facilities must be made through the Student Accounting Office by completing the Application for Facility Rental form electronic reservation system found on the District website. Liability insurance coverage is provided under the school district's general liability policy for all school-related activities unless specified below as an exception.

Requests made as a school-related activity shall be required to provide proof of affiliation with the sponsoring school-related organization. This is to prevent nonschool related organizations from being considered school related organizations for the sole purpose of avoiding facility rental fees, a practice that is in violation of this policy. Failure to provide adequate proof of affiliation could jeopardize the use of the facility by the respective school-related organization. Application for Facility

Rental forms submitted by booster clubs or parent-teacher organizations must be signed by the president of the organization and the head coach or principal, respectively, indicating that the request is to provide a legitimate activity of the sponsoring booster club or parent-teacher organization.

Athletic-related camps, tournaments, or similar group activities must not incur a profit or they will be considered as a fundraiser and shall be governed under established administrative regulations. A summary of the income and expenses, including coaches' salaries, from each athletic-related camp, tournament, or similar group activity must be submitted to the Student Accounting Office Facility Usage Secretary within thirty (30) days of the conclusion of the event.

3. Nonschool Related Activities

These activities are not affiliated with the school district; they are sponsored by an outside organization. Requests for use of facilities must be made through the Student Accounting Office by completing the Application for Facility Rental form electronic reservation system found on the District website. The organization shall be assessed under the appropriate category of the Facility Use Fee Schedule, as well as billed for labor should district personnel be utilized. Liability insurance coverage is not provided under the school district's general liability policy for nonschool related activities. The requesting organization shall be required to submit a Certificate of Insurance naming Lampeter-Strasburg School District as the insured, on a primary and non-contributory basis, with minimum commercial liability limits of \$1,000,000 per occurrence and a \$1,000,000 general aggregate, as outlined in this policy.

Guidelines

Conditions for Use of School Facilities

Application Process -

The conditions for use of school facilities are described below and must be observed at all times:

- 1. The requesting organization may contact the Student Accounting Office or access the district website to obtain the Application for Facility Rental form and this policy. should submit the request for facility usage through the electronic reservation system found on the District website. The request will be reviewed by the Facility Usage Secretary.
- 2. There are certain fees associated with the use of school facilities which must be paid by the requesting organization. These charges represent flat rental fees for use of district facilities. Any additional charges due to the labor provided by district personnel shall be billed to the requesting organization after the event. Fees associated with the use of school facilities are dependent upon the nature of the facility request and the relationship of the requesting organization with the district. Following are the category descriptions which determine the appropriate district facility rental fee:

- a. District organizations directing school-sponsored or school-related activities, as defined above, shall not be charged a rental fee for their use of the facilities, as specified in the Facility Use Fee Schedule. In the event that additional school district staff is utilized, the school-related organization shall be billed for these labor services at the appropriate rate.
- b. Lampeter-Strasburg community-related organizations or activities consisting of participants who are district residents shall be charged as specified in the fee schedule. In the event that additional school district staff is utilized, the community-related organization will be billed for these labor services at the appropriate fee.
- c. All other facility use requests shall be charged as specified in the fee schedule. In the event that additional school district staff is utilized, the organization shall be billed for these labor services at the appropriate fee.
- 3. Use of all facilities and grounds must be requested through the Student Accounting Office which electronic reservation system found on the District website. The Facility Usage Secretary will review the application and shall be responsible to make all arrangements for use of the facility or grounds, in coordination with the Athletic Director, Buildings and Grounds Director and the Food Service Director.
- 4. The facility rental request must specifically include in the special arrangement section all facilities and equipment to be used by the requesting organization. The school district will not furnish any equipment or additional areas that are unspecified. Requests for use of kitchen facilities require the approval of the Director of Food Services and may require a member of the food services staff to be present, for which a labor rate would be charged. Approval of every request is contingent upon the availability of staff members.
- 5. Use of district facilities, grounds, and athletic fields by nonschool related organizations or by athletic organizations operating outside their normal season as defined by PIAA shall include charges for any special tasks, such as lining the fields, special mowing requirements, special set-up arrangements, etc.
- 6. Requests made under the claim of being a school-related organization shall be asked for verification of affiliation with the sponsoring school-related organization. This verification is to prevent the use of school-related organizations for the sole purpose of avoiding facility rental fees.
- Applications for facility rental forms submitted by a booster club or parent-teacher organization must be signed by the president of the organization and head coach or principal, respectively.
- 8. The requesting organization, if defined as a nonschool related activity or if sponsoring any activity involving residents from outside the district, must assume full responsibility for any injury or liability resulting from the use of school facilities and must secure liability insurance to cover the event. A Certificate of Insurance must be provided to the Student Accounting Office no later than two (2) weeks prior to the date of the event naming Lampeter-Strasburg School District as the insured, on a primary and non-contributory basis, with minimum Commercial Liability Limits of \$1,000,000 per occurrence and a \$1,000,000 general aggregate.

- 9. The requesting organization must be responsible for the conduct of all persons present in the building for the organization's activities. In the event of damage to district facilities, grounds, or equipment the organization must assume full responsibility for all damage or loss and shall pay for the repair or replacement of all property.
- 10. Fees incurred for labor or materials to repair damages or to clean up after an organization's use of facilities or grounds shall be billed to the requesting organization.
- 11. The applicant may not assign, sublet, or transfer its rights of privileges to any other individual, group, or organization.
- 12. Request for use of school facilities or grounds may be limited from time to time due to the need to clean the facilities or repair the grounds and to allow for altered custodial or maintenance schedules.
- 13. The requesting organization must end their activities within the facility or grounds by 10:00 p.m.
- 14. As a rule, the district does not permit the use of the buildings on Sundays.
- 15. Use of school facilities for each rehearsal prior to an approved performance shall be prorated at a percentage of the rental fee.
- 16. Food and/or drink are not permitted in any district gymnasium or auditorium at any time.
- 17. The district may require the use of a constable to ensure the safety of the participants and the protection of school property depending on the size and nature of the event. In the event of such a requirement, the constable shall be secured by the district, and the requestor shall be billed for those costs.
- 18. Special requirements may be mandated by the school district depending upon the facility being utilized and conditions at the time permission is granted.

Application Evaluation

No application to use school facilities shall be approved if the proposed activity would result in any of the following:

- 1. Conflict with any school-sponsored activity.
- 2. Access to school facilities closed due to renovations, maintenance, cleaning, the school calendar, or Board action.
- Access to school facilities containing equipment or furnishings which would be detrimental to the operation of a district program if damaged or operated by an unqualified operator.
- 4. The proposed use would prevent or encumber district personnel from preparing school facilities for their primary purpose because of the nature or duration of the activity.

<u>Limitations</u>

When individuals and community groups receive written permission to use school facilities under this policy, such use shall be conditioned upon strict compliance with the following:

- 1. Individuals shall not use, access, or enter upon any portions of the school facilities or their contents not specified in the approved written request form.
- 2. Individuals shall refrain from any conduct or activities not specifically identified in the approved written request form.
- 3. When advertising or promoting activities held at school facilities, individuals and community groups shall clearly communicate that the activities are not being sponsored by the school district.
- 4. School equipment used in conjunction with requested facilities shall be identified when the application is submitted. Users of school equipment must accept liability for any damage to or loss of equipment that occurs while in their use. Where rules so specify, no equipment may be used except by a qualified operator, provided by the school.

Prohibited Activities

The following activities are strictly prohibited in school facilities when individuals and community groups are granted written permission to use said school facilities:[2]

- 1. Possession, use, or distribution of illegal drugs and/or alcoholic beverages.
- 2. Possession of weapons.
- 3. Conduct that would alter, damage, or be injurious to any district property, equipment, or furnishings.
- 4. Conduct that would constitute a violation of the Pennsylvania Crimes Code and/or state and federal laws and regulations.
- 5. Gambling, games of chance, lotteries, raffles, or other activities requiring a license under the Local Option Small Games of Chance Act, unless such activity has been expressly authorized by the Board or administration. [3][4]
- 6. Use of tobacco/nicotine and nicotine delivery products. This policy does not prohibit the use of a nicotine patch, gum, or lozenge as a smoking cessation product by adults using the school facilities.[5][6][7]

Violations

The school district reserves the right to remove from school district premises any individual or community group who fails to comply with the terms and conditions of this policy and established procedures. [2]

In the event an individual or community group violates this policy or the terms under which permission was granted to use school facilities, that individual or community group forfeits the right to submit future written requests to use school district property, unless otherwise decided by the Board.

Fee Schedule

The established fee schedule will be implemented for the use of school facilities.

Use of school facilities for activities directly related to the educational program and district operations shall be without cost to users except that the user shall be responsible for extra custodial fees and/or other fees as listed in the guidelines.

Legal

1. 24 P.S. 775

2. 24 P.S. 511

3. 10 P.S. 328.101 et seq

4. 61 PA Code 901.701

5. 35 P.S. 1223.5

6. 20 U.S.C. 7182

7. 20 U.S.C. 7183

8. 24 P.S. 510.2

24 P.S. 779

22 PA Code 403.1

61 PA Code 901.1

20 U.S.C. 7181 et seq

20 U.S.C. 7905

LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION
APPROVED:

REVISED:

707-AR-0. USE OF SCHOOL FACILITIES

The district recognizes that the school buildings and grounds serve as the center of the community and are a valuable public resource. The district is committed to making district buildings, facilities and property available to the community as much as possible under established and appropriate conditions when such use does not conflict with school activities and functions.

The Facility Usage Secretary in communication with the Director of Buildings and Grounds will be responsible to receive and approve requests from recognized groups for use of school facilities for educational, recreational, civic and other approved purposes, in accordance with Board policy and administrative regulations.

Use of school facilities will be allocated according to the following priorities, with efforts made to adjust schedules for mutual convenience and maximum usage:

- 1. School-Sponsored Activities
- 2. School-Related Activities
- 3. Nonschool Related Activities

The district reserves the right to reject any request for use of school facilities that does not comply with established Board policy and district administrative regulations.

Application/Approval Procedure

- 1. The electronic Application for Use of School Facilities will be on the District website.
- 2. Applicants who represent an organization or group requesting the use of school facilities must complete the online facility rental application. In addition, the requester must provide an insurance certificate naming the school district as additional insured, with a minimum coverage of \$1,000,000 bodily injury and damage combined.
- 3. Completed electronic application, insurance certificate and a deposit for rental fee must be submitted at least ten (10) days before requested date of use, and earlier when possible.

707-AR-0. USE OF SCHOOL FACILITIES - Pg. 2

- 4. Applicant will be notified of the established rental fee and all related fees.
- 5. The Facility Usage Secretary will review the application in communication with the Director of Buildings and Grounds to ensure it meets the standards of Board policy and administrative regulations and will either grant authorization for use, give authorization with stipulations or deny authorization.
- 6. The decision to require custodians, supervisors, security or police supervision and/or parking attendants will be made by the Director of Buildings and Grounds or the building principal.
- 7. The Facility Usage Secretary will notify the applicant of the approval of the request, along with any required stipulations.
- 8. Applicants will pay assigned rental and service fees as invoiced by the Business Office.
- 9. Copies of the approved application will be distributed to the Business Office, building principal, building custodian and other employees affected by the event, such as the Food Service Director, PAC Technical Director, and employees responsible for supervision. The Facility Usage Secretary will retain a copy on file.
- 10. A copy of the approved application, along with a copy of related Board policy and administrative regulations and rules will be sent to the applicant.

Organizations and groups requesting use of district facilities on an ongoing basis from year to year must reapply annually.

The district reserves the right to revoke any use of facilities agreement for violation of Board policy or the terms under which permission was granted to use school facilities.

Fees

Fees for facility use will be charged in accordance with the established fee schedule approved by the Board.

Approved users will pay the salaries and benefits of district personnel beyond their normal work schedule when their presence is required during the rental period, such as custodians, cafeteria employees, security, school police, school resource officer (SRO), local police, stage crew, etc.

LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATIO	N
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APPROVED:

REVISED:

707-AR-1. RULES FOR USE OF SCHOOL FACILITIES

The district does not assume responsibility for any loss, damage or personal injury that may occur on district property during the use of facilities by approved organizations or groups.

The following rules must be adhered to by all users of school facilities, in addition to the stipulations established in Board policy:

- 1. When schools are closed due to inclement weather or building emergencies, all events and activities are cancelled.
- 2. Changes and cancellations by renters should be made at least twenty-four (24) hours prior to the proposed use.
- 3. At least one (1) district employee will be on duty at all times when a school building or facility is in use. Payroll costs will be billed to the organization or group if usage is outside the employee's assigned work schedule.
- 4. A building custodian will open and close the building; be in charge of heat, lights and ventilation; assist in preserving order and preventing damage; and ensure that the facility is left in proper order.
- 5. Arrival time will be no earlier than the time indicated on the approved application.
- 6. Adult supervision is required at all times during which district facilities are used by outside youth groups.
- 7. School premises must be left in the same condition in which they were found. Fees will be charged for the cost of any additional custodial or maintenance services required as a direct result of the activities of the organization or group.
- 8. The renting organization or group is responsible for the conduct of the individuals whom it admits, keeping participants in the designated area, and for any infraction of the established rules.
- 9. The renting organization or group is responsible for any damage to property due to its occupancy during the rental period.

707-AR-1. RULES FOR USE OF SCHOOL FACILITIES - Pg. 2

- 10. Possession, use or distribution of alcoholic beverages and/or illegal drugs in any form, and smoking or other use of tobacco, nicotine or nicotine delivery products are strictly prohibited in district buildings and on district property, unless smoking areas are designated. These rules do not prohibit the possession or use of a nicotine patch, gum, or lozenge as a smoking cessation product by adults using school facilities.
- 11. Possession of weapons is prohibited.
- 12. Food, drinks and refreshments must be consumed only in the cafeterias or multipurpose rooms, unless special permission has been granted. No food or drinks are allowed in classrooms, auditoriums and gymnasiums.
- 13. All functions and activities must end and buildings must be evacuated by 10:00 PM.
- 14. If kitchen facilities are being used, a district food service employee must be present.
- 15. No alterations/additions will be permitted to the auditorium areas, and all materials belonging to the organization or group must be removed immediately after the final performance.
- 16. Only authorized, properly trained and pre-approved personnel will have access to the operations of the sound and/or light systems in the auditorium.
- 17. Parking is restricted to designated parking areas and is prohibited on all grass area and playgrounds.

FACILITY USE - FEE SCHEDULE

Use of all facilities and grounds must be requested through the Student Accounting Office Facility Usage Secretary, which will be responsible to make all arrangements for use. An Application for Facility Rental form The electronic facility rental request must be signed by the requester and approved by the Board of School Directors submitted and approved prior to the date of use. This fee schedule has been adopted by the School Board. These fees will be reviewed from time to time and revised, if necessary, to be utilized when assessing fees for the use of district facilities and grounds:

Facility/Grounds	Α	В	С
High School			
Auditorium - Performance	0	1,000	1,800
Auditorium - Rehearsal	0	500	900
Gymnasium - Auxiliary	0	50	300
Gymnasium - Auxiliary with Showers	0	75	350
Fieldhouses	0	35	190
Cafeteria	0	75	350
Cafeteria with Kitchen	0	100	400
Classrooms	0	25	130
Middle School			
Gymnasium	0	100	600
Gymnasium with Showers	0	125	650
Auxiliary Gymnasium	0	50	300
Cafeteria	0	75	350
Cafeteria with Kitchen	0	100	400
Classrooms	0	25	130
Large Group Room	0	50	300
Elementary	-		
Hans Herr			
Gymnasium	0	50	300
Gymnasium with Showers	0	75	350
Cafeteria	0	75	350
Cafeteria with Kitchen	0	100	400
Classrooms	0	25	130
Lampeter or Early Childhood Center			
Gymnasium	0	50	300
Cafeteria	0	75	350
Cafeteria with Kitchen	0	100	400
Classrooms	0	25	130
Walnut Run	0	50	750
Grounds			
Varsity Baseball Stadium	0	100	300
Other Fields and Tennis Courts	0	30	90
Ropes Course			
Half Day			
8 to 15 Participants		100	
15 to 25 Participants		160	(Inclu
Full Day			
8 to 15 Participants		190	,, .
15 to 25 Participants		310	(Inclu

An annual fee (July 1 through June 30) of stated rate times 10 would apply for requests requiring 10 or more usages for Category B (with the exception of the synthetic turf fields).

The Lampeter-Strasburg High School Competition Gymnasium and the District track and field hockey fields are not available for rental.

Facility/Grounds (continued)	Α	В	С	
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Synthetic Turf Fields - Hourly Rates

A 50% discount on rental fees for Category B groups would apply.

Field 1 (Multipurpose Stadium) 0 \$140/hr.* \$140/hr.* Field 2 (Multipurpose Field) 0 \$140/hr.* \$140/hr.*

*A custodial fee of \$20 per hour is required for hourly rentals of the synthetic turf fields.

Field lights are billed at \$25 per hour in addition to the rental fee.

Labor and materials provided by the School District for specific facility or grounds requests will be billed to the requesting group regardless of the category designation.

Book Policy Manual

Section 700 Property

Title Lending of Equipment and Books

Code 708

Status Active

Adopted May 6, 2019

Last Reviewed October 16, 2023

Purpose

The Board directs that district-owned equipment normally shall not be loaned for nonschool use off school property. If equipment is required for use by those granted permission to use school facilities, it may be loaned in accordance with Board policy.[1][2]

Delegation of Responsibility

Use of specific items of equipment, when unobtainable elsewhere, may be granted on the written request of the intended user and approval by the building principal.

Guidelines

The user of district-owned equipment shall be fully liable for any damage or loss occurring to the equipment during the period of its use and shall be responsible for its safe return.

When equipment authorized for lending requires the services of an operator, the user shall employ the person designated by the district and shall pay the stated cost of services.

Removal of school equipment from school property for personal use by staff or students is prohibited.

School books may be used by students during vacations when permission is granted by the building principal.[3]

Legal

1. 24 P.S. 801

2. Pol. 707

3. 24 P.S. 804