



**EPHRATA TOWNSHIP BOARD OF SUPERVISORS
AGENDA
August 6, 2024**

1. Meeting called to order by Chairman Clark Stauffer at 7:00 P.M.
2. Pledge of Allegiance to the Flag.
3. Public Comment Period on Non-Agenda Items.
4. Approval of the minutes from the July 16, 2024 meeting.
5. Dedication of Quarry Ridge Drive
6. Zimmerman Properties on Glennwood Drive – Discussion Regarding Possible Rezoning Request – Attorney Dwight Yoder
7. 328 S. 7th Street – Land Development within West Earl Township – Request for Deferral of Plan Review – Todd Shoaf, Pioneer Management
8. Staff Reports
 - Manager – Steve Sawyer
 - Park Pavilion Project – August 7th Start Date
 - Hammon Avenue Paving Project
 - E. Mohler Church Road Subdivision – Revision to the Plan
 - Solicitor – Tony Schimaneck
 - Township Engineer- Melissa Kelly
 - Plans Under Review
 - Administrative Actions
 - Approval of payment of bills
 - Correspondence – Secretary

EPHRATA TOWNSHIP SUPERVISORS' MEETING

July 16, 2024

The Ephrata Township Supervisors met this date at 7:00 a.m. at the Ephrata Township Office Building, 265 Akron Road, Ephrata, Pennsylvania.

Present were Supervisors: Clark Stauffer
 Ty Zerbe
 Tony Haws
Twp. Manager: Steve Sawyer
Admin Assist: Jennifer Carvell
Engineer: Jim Caldwell

The meeting was called to order by Chairman Clark Stauffer followed by the Pledge of Allegiance to the Flag.

PUBLIC COMMENTS NON-AGENDA ITEMS

There was no one in attendance to provide public comment on an item that was not on the agenda.

A motion was made by Ty Zerbe to close the Public Comment Period. The motion was seconded by Tony Haws and carried unanimously.

APPROVAL OF MINUTES

A motion was made by Tony Haws to dispense with the reading of the July 2, 2024 Supervisors' minutes and to approve them as presented. The motion was seconded by Ty Zerbe and carried unanimously.

REQUEST TO DEDICATE QUARRY RIDGE DRIVE – CLAUDIA SHANK & RICHARD STAUFFER

Rick Stauffer and Claudia Shank were present at the meeting. The Board of Supervisors were provided with a letter dated June 21, 2024 from Claudia Shank on behalf of her client Rick Stauffer. Rick Stauffer is the developer of Ephrata Crossing and he is requesting that the Township accept dedication of Quarry Ridge Drive. Manager Sawyer stated that there are plan notes on the Ephrata Crossing Phase 1 Final Plan that Quarry Ridge Drive would not be opened and dedicated until all of the commercial construction in Ephrata Crossings has been completed. Rick stated that there are no current plans to construct the three (3) remaining buildings in the development. The buildings will not be built until there are agreements with tenants. Manager Sawyer stated that when the Township takes dedication of a street the Developer is required to enter into an 18-month maintenance agreement for the street.

It was discussed that a separate agreement could be executed to protect the Township if construction traffic or equipment would cause damage to the road after the maintenance guarantee period. Manager Sawyer stated that Quarry Ridge Drive could not remain closed to through traffic after it is dedicated to the Township. Bill Redcay, HOA President of Lake Side Villas, was present. Chairman Stauffer asked for his input on behalf of the Lake Side Villa Community. Mr. Redcay stated that there is a mixed consensus within the development that some residents want Quarry Ridge Drive to remain closed and some residents want Quarry Drive to be open to provide easier access to East Main Street. The number one concern that he is hearing from the residents when the barricades are removed is safety. Opening up the access to the development on Quarry Ridge Drive will increase through traffic. Some of the suggestions that were made from the residents that may help slow down through traffic were reflective material on stop signs, extra "No Truck" traffic signage, cross walks within the development, and possibly a speed bumps or speed tables to lower speeds.

Ty Zerbe made a motion to table a decision to approve the dedication of Quarry Ridge Drive until the August 20, 2024 meeting at which time a second Agreement could be prepared and reviewed by the Township Solicitor and staff. The motion was seconded by Tony Haws and carried unanimously.

GERRY HORST – AUTUMN HILLS VACANT LOTS – SIDEWALK, GRADING, AND SEEDING

Manager Sawyer provided the Board of Supervisors with an email from Kyle Horst regarding sidewalk, grading and seeding of the 9 remaining lots in the Autumn Hills Development. The Township has taken dedication of all the streets within Autumn Hills, but due to a Conrail easement issue, 9 lots remain undeveloped. At the time of dedication, Gerry Horst requested that he be given additional time to complete the sidewalks, grading and seeding with hopes that he would be able to come to terms with Conrail over the existing easement that is located on these properties. In August of 2023, The Township granted him a one -year extension to complete the improvements. Gerry Horst was present to request that he be given an extension because he believes he may be getting closer to an agreement with Conrail/Norfolk Southern. Gerry has hired an attorney who has completed research and thinks filing paperwork for a quiet title claim may be the way to solve the problem. Michael Wertz, HOA President of Autumn Hills was present on behalf of the Autumn Hills Development residents and he stated that there are safety concerns especially for children walking to school buses, etc. Currently the children have no other choice, but to walk and ride their bikes on the street in these locations. October Glory Trail and Autumn Blaze Way is a bus stop and used heavily and there is no sidewalk in that location. He would like the Township to require the sidewalks go in at all locations as soon as possible for safety reasons. Gerry Horst asked the Township to consider giving him until the end of September to install all of the sidewalks.

A motion was made Ty Zerbe directing Horst & Sons to complete the installation of the sidewalks for all of the 9 lots in Autumn Hills Development by the end of September 2024. The motion was seconded by Tony Haws and carried unanimously.

PIONEER FIRE DEPARTMENT – REQUEST FOR ORDINANCE CONCERNING REIMBURSEMENT

Manager Sawyer stated that he had met with members of the Pioneer Fire Department to discuss the possibility of adopting an ordinance that would give the local emergency service organizations the authority to use a third-party agency to collect reimbursement fees from insurance companies for their services. A sample Ordinance from Manheim Township was provided for the Board of Supervisors to review prior to the meeting. Mike Keefer, Pioneer's Fire Chief was present to answer any questions the Board of Supervisors may have. Mr. Keefer was asked if Pioneer has requested that Ephrata Borough consider adopting an ordinance. Since the fire company is located in the Borough it would be important for the Township and the Borough to adopt the same Ordinance if it was to be considered. Mike Keefer stated that they have suggested the idea to the Borough; but due to staffing issues, it was still being reviewed and he has not received any input from them to date. Manager Sawyer stated that he understands the financial hardship that emergency service organizations are facing, but would like to recommend the Board authorize staff to review some draft ordinances and meet with Ephrata Borough. The Board of Supervisors gave some input of language within the Ordinance presented that they would like removed and directed staff to communicate with Ephrata Borough to get their input on moving forward with preparing a draft ordinance.

STAFF REPORTS

Police Department – Sgt. Matt Randolph.

- Monthly Report. Sgt. Matt Randolph was in attendance and provided the Supervisors with a summary of the calls for service within Ephrata Township for the month of June totaling 415 incidents. There were 14 arrests and 22 traffic citations. The monthly report will be kept on file in the office.

Manager Steve Sawyer

- Akron Road Culvert Replacement Project. Manager Sawyer provided the Board of Supervisors with bids received from Rettew Associates for the Akron Road Culvert Replacement Project. The Bid packet was advertised on Penn Bid and there was a total of 8 bidders. Rettew Associates estimated the project to be in the price range of \$160,000.00. Steve Sawyer recommended awarding the bid to the lowest bidder, AH Moyer Inc. Manager Sawyer stated that this company has done work for Ephrata Township Sewer Authority in the past and he was pleased with their performance and the Township has enough ARP Funds to fund the project.

A motion was made by Ty Zerbe to award the Akron Road Culvert Replacement Project to A.H. Moyer, Inc. for the amount of \$161,250.00. The motion was seconded by Tony Haws and carried unanimously.

- **EBA and EYSC Field Reservation Request – Fall Season.** Manager Sawyer stated that he received requests to reserve the baseball and soccer fields at the Ephrata Township Community Park for the fall season from Ephrata Baseball Association and Ephrata Youth Soccer Club. A copy of the scheduled times, start and stop dates were provided for the Board of Supervisors to review prior to the meeting along with Certificates of Insurance for each organization. The requests are identical to what has been approved in the past.

A motion was made by Tony Haws to approve EBA and EYSC Field Reservation Request for the Fall Season as presented. The motion was seconded by Ty Zerbe and carried unanimously.

Township Engineer Jim Caldwell needed to be dismissed early. He stated that he will not be able to attend the next meeting. All of his engineering items have been previously discussed.

APPROVAL OF BILLS

A motion was made by Ty Zerbe to accept the list of checks written and to pay any bills pending. The motion was seconded by Tony Haws and carried unanimously.

CORRESPONDENCE

Tony Haws stated that there was nothing to report that has not already been discussed.

A motion was made by Tony Haws to adjourn the meeting at 8:45 A.M. The motion was seconded by Ty Zerbe and carried unanimously.

Clark R. Stauffer

Anthony K. Haws

J. Tyler Zerbe

Prepared by: McNees Wallace & Nurick LLC
Return to: McNees Wallace & Nurick LLC
570 Lausch Lane, Suite 200
Lancaster, PA 17601

Parcel I.D. #s: 270-29235-0-0000 & Part of 270-26690-0-0000

AGREEMENT

THIS AGREEMENT (this “Agreement”) is made this _____ day of _____, 2024, by and between **PROPERTY INVESTING & MANAGEMENT, INC.**, a Pennsylvania corporation with its principal place of business at 341 Clay School Road, Ephrata, Pennsylvania (“Developer”); and **EPHRATA TOWNSHIP**, Lancaster County, Pennsylvania, a second-class township duly organized under the laws of the Commonwealth of Pennsylvania with its municipal offices at 265 Akron Road, Ephrata, PA 17522 (the “Township”).

BACKGROUND

- A. Developer is the record owner of the following two (2) parcels of real property located west of Pleasant Valley Road (SR 1013) in Ephrata Township, Lancaster County, Pennsylvania: (i) an approximately 4.36-acre parcel located south of Quarry Ridge Drive, identified as Proposed Lot 2 on the Final Subdivision and Land Development Plan for Ephrata Crossing Phase 1, dated October 29, 2018, prepared by RGS Associates, Inc., last revised June 17, 2019, and recorded June 26, 2019, in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania (the “Recorder’s Office”), at Instrument No. 2019-0255-J (the “EC Phase 1 Plan”), and as shown on the Land Development Plan for Ephrata Crossing – Phase 3, dated July 17, 2023, prepared by RGS Associates, Inc., last revised December 4, 2023, and recorded December 27, 2023, in the Recorder’s Office at Instrument No. 2023-0446-J (the “EC Phase 3 Plan”); and (ii) an approximately 1.99-acre parcel located north of Quarry Ridge Drive, identified as Proposed Lot 4 on the Final Phase 2 Subdivision and Land Development Plan for Ephrata Crossing, dated November 15, 2019, prepared by RGS Associates, Inc., last revised March 17, 2020, and recorded April 15, 2020, in the Recorder’s Office at Instrument No. 2020-0145-J (the “EC Phase 2 Plan”). Proposed Lot 2 and Proposed Lot 4 as described above are hereinafter referred to collectively as the “Subject Parcels”.
- B. The Subject Parcels are either currently under development or contemplated for future development with access to be provided via Quarry Ridge Drive, a street constructed by Developer for the benefit of the Subject Parcels and other adjacent and surrounding commercial and residential properties, including, without limitation, the Lakeside Villas residential development to the west. As of the date of this Agreement, Quarry Ridge Drive is fully constructed and inspected to the satisfaction of the Township.

- C. The Township has agreed to accept dedication of Quarry Ridge Drive notwithstanding the ongoing and/or future development of the Subject Parcels, subject to certain terms and conditions hereinafter set forth.
- D. For purposes of this Agreement, the term "Lot" shall refer to the Subject Parcels (i.e., Proposed Lot 2 and Proposed Lot 4 as described in Paragraph A hereof) as well as any future lots created from the Subject Parcels. The term "Lot Owner" shall refer to the owner of a Lot. Developer is the initial Lot Owner of each of the Lots.

NOW, THEREFORE, incorporating the above Background paragraphs by reference, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Each Lot Owner shall, at its sole cost, promptly repair any damage caused to Quarry Ridge Drive that results from construction traffic or construction activities carried out in connection with the development of its respective Lot, subject to the limitations set forth herein ("Construction Damage"). Construction Damage shall not include any damage to Quarry Ridge Drive resulting from use of Quarry Ridge Drive for any manner unrelated to construction activities on a Lot, including, without limitation, damage caused by customers, employees, or invitees of existing or future commercial uses along Quarry Ridge Drive, or by residents or their guests or contractors within the Lakeside Villas residential development.
2. In the event a Lot Owner fails to commence and diligently pursue repairs to Construction Damage within thirty (30) days of written notice to do so by the Township, the Township may, at its discretion, complete the repairs and charge the cost thereof to the Lot Owner. If the Lot Owner fails to pay the Township's invoice within thirty (30) days of receipt thereof, the Township may file a municipal lien against the Lot Owner's Lot in the amount of all costs incurred by the Township plus the Township's reasonable attorneys' fees.
3. Each Lot Owner shall only be held responsible for Construction Damage caused in connection with the development of its respective Lot or Lots. In the event the Township, upon reasonable investigation, determines that Construction Damage was caused by construction traffic or construction activities undertaken by more than one Lot Owner, the Township may issue concurrent written notices to each Lot Owner in the manner set forth in Section 2 hereof setting forth the nature of the alleged Construction Damage caused by each Lot Owner.
4. In the event a Lot Owner disputes the cause or extent of Construction Damage alleged by the Township, the Lot Owner shall provide the Township with written notice within thirty (30) days of receipt of the Township's written notice as described in Section 2 of this Agreement. The dispute shall be resolved by arbitration proceedings in which each party shall select one arbitrator and the two so selected (or more, if multiple Lot Owners are

involved) shall then select a single arbitrator (the "Selected Arbitrator"). The decision of the Selected Arbitrator shall be final as to the liability of the Lot Owner or Lot Owners. Each party shall bear the cost of its own arbitrator plus its equal share of the cost of the Selected Arbitrator. Notwithstanding the foregoing, the Selected Arbitrator may award attorneys' fees and arbitration costs if deemed just and appropriate under the circumstances.

5. This Agreement shall remain in full force and effect as to each Lot until such time as the Lot is fully developed and built out with the horizontal and vertical improvements contemplated by a duly recorded plan or plans. Thereafter, the applicable Lot shall be relieved from all future liability under this Agreement, provided, however, that the Township's right to require remediation of Construction Damage occurring during said construction activities shall continue for a period of three (3) months following completion of the applicable construction activities. Upon a Lot Owner's request, the Township shall execute a recordable instrument prepared at the Lot Owner's expense memorializing a Lot's release from this Agreement in accordance with this Section.
6. It is the intent of the parties to this Agreement that liability and repair obligations shall pass to subsequent title owners upon change in ownership of each Lot, and such subsequent Lot Owners shall assume all liability and repair obligations for the time period during which they hold title. Liability shall remain for any Construction Damage which occurred during the period in which a Lot Owner held title, subject to the time limitations set forth in Section 5.
7. This Agreement shall be binding upon Developer, as the sole initial Lot Owner, and all successor Lot Owners, and is intended to be recorded in order to give notice to future Lot Owners of their duties and responsibilities with respect to Construction Damage to Quarry Ridge Drive. This Agreement shall only become effective as of the date of the Township's acceptance of dedication of Quarry Ridge Drive, if at all.
8. This Agreement may be amended only by written instrument signed on behalf of all Lot Owners and the Township. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. The provisions of this Agreement are severable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS:

PROPERTY INVESTING &
MANAGEMENT, INC.

By: _____
Name: Richard L. Stauffer
Title: President

ATTEST:

EPHRATA TOWNSHIP, LANCASTER
COUNTY, PENNSYLVANIA

By: _____
Name: _____
Title: (Assistant) Secretary

By: _____
Name: _____
Title: (Vice) Chairman

COMMONWEALTH OF PENNSYLVANIA :

:

COUNTY OF LANCASTER :

:

On this the ____ day of _____, 2024, before me, the undersigned officer, personally appeared Richard L. Stauffer, who represented himself to be President of **PROPERTY INVESTING & MANAGEMENT, INC.**, a Pennsylvania corporation, who executes this document in such capacity and acknowledges he is authorized to do so and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :

:

COUNTY OF LANCASTER :

:

On this the ____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, who represented himself to be (Vice) Chairman of the Board of Supervisors of **EPHRATA TOWNSHIP**, Lancaster County, Pennsylvania, a municipal corporation, who executes this document in such capacity and acknowledges he is authorized to do so and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

8/6/24 AGENDA

ssawyer@ptd.net

To: Dwight Yoder
Subject: RE: Zimmerman Auto

Dwight,

I will put you on the August 6, 2024 @ 7 PM agenda. I am available next week for a telephone call concerning a ETZO amendment.

Steve

From: Dwight Yoder <dyoder@gkh.com>
Sent: Thursday, July 18, 2024 5:46 PM
To: ssawyer@ptd.net
Subject: Zimmerman Auto

Hi Steve:

As a follow up to my prior email, I am attaching a sketch plan for Zimmerman Auto Body Supplies that we would like to review with the supervisors. Is this a matter that could be added to their August 6 agenda? I think that is the 7 pm meeting.

Also, I have been thinking a bit about how this expansion might move forward from a zoning ordinance standpoint (assuming the Supervisors agree to rezone this area). I am thinking that including a text amendment to allow the ZHB to approve by special exception an expansion of an existing business (over the 50% currently allowed) subject to certain criteria is an approach that might be better then simply seeking variances. Would you have time next week for a call to discuss?

Thanks,
Dwight



J. Dwight Yoder

Partner

dyoder@gkh.com | P: 717.291.1700 | F: 717.291.5547

2933 Lititz Pike | P.O. Box 5349 | Lancaster, PA 17606



**** CONFIDENTIAL ****

This email communication is intended only for the one to whom it is addressed, and may be privileged, confidential and exempt from disclosure. If you are not that addressee or responsible for delivery to the addressee, any dissemination of this communication is prohibited. If you received this email in error, please notify us by telephone at 717-291-1700.

ssawyer@ptd.net

From: ssawyer@ptd.net
Sent: Wednesday, July 24, 2024 10:00 AM
To: 'Ben Hasson'
Cc: 'craig@huntercreekbuilders.com'; 'Mark Will'; 'rachel@markwillteam.com'; 'Jennifer Carvell'
Subject: FW: 74 E Mohler Church Rd, Lot 9

Ben,

Per our June emails, I sent the house plans submitted for lot 9 to the Township Engineer for review. His response is below:

Two concerns with a basement, the first being the water level in the basin adjacent to the proposed dwelling; the second being the floodplain. The SLDO requires the lowest floor of buildings adjacent to a floodplain be 2' above the 100 yr floodplain.

If they want a basement I recommend filing/recording a revised swm plan to "remove" the note and an indemnification agreement.

Your engineer would need to submit a revised Storm Water Management Plan to the Township for review and approval by the Board of Supervisors. The Township Solicitor would need to draft an indemnification agreement.

Steve

From: ssawyer@ptd.net <ssawyer@ptd.net>
Sent: Thursday, June 20, 2024 10:26 AM
To: 'Ben Hasson' <ben@huntercreekbuilders.com>
Cc: 'Jim Caldwell' <jcaldwell@rettew.com>
Subject: RE: 74 E Mohler Church Rd, Lot 9

Ben,

I sent your email to the Township Engineer, Jim Caldwell. He said that Rettew Associates has reviewed plans for similar projects in other municipalities. Please provide plans and details to the Township and make sure Jim is copied (jcaldwell@rettew.com).

Steve

Steven A. Sawyer, Township Manager
Ephrata Township
265 Akron Road
Ephrata, PA 17522
Email: ssawyer@ptd.net
Phone: 717-733-1044

From: Ben Hasson <ben@huntercreekbuilders.com>
Sent: Thursday, June 20, 2024 9:57 AM
To: ssawyer@ptd.net
Cc: craig@huntercreekbuilders.com; Mark Will <mark@markwillteam.com>; Rachel Felpel <rachel@markwillteam.com>
Subject: Re: 74 E Mohler Church Rd, Lot 9

Hi Steve!

I wanted to follow up on this email. Do you have any initial thoughts to what we are proposing?

Thanks!
Ben Hasson

From: Ben Hasson <ben@huntercreekbuilders.com>
Sent: Friday, June 14, 2024 12:19 PM
To: ssawyer@ptd.net <ssawyer@ptd.net>
Cc: craig@huntercreekbuilders.com <craig@huntercreekbuilders.com>; Mark Will <mark@markwillteam.com>; Rachel Felpel <rachel@markwillteam.com>
Subject: 74 E Mohler Church Rd, Lot 9

Hello Steve,

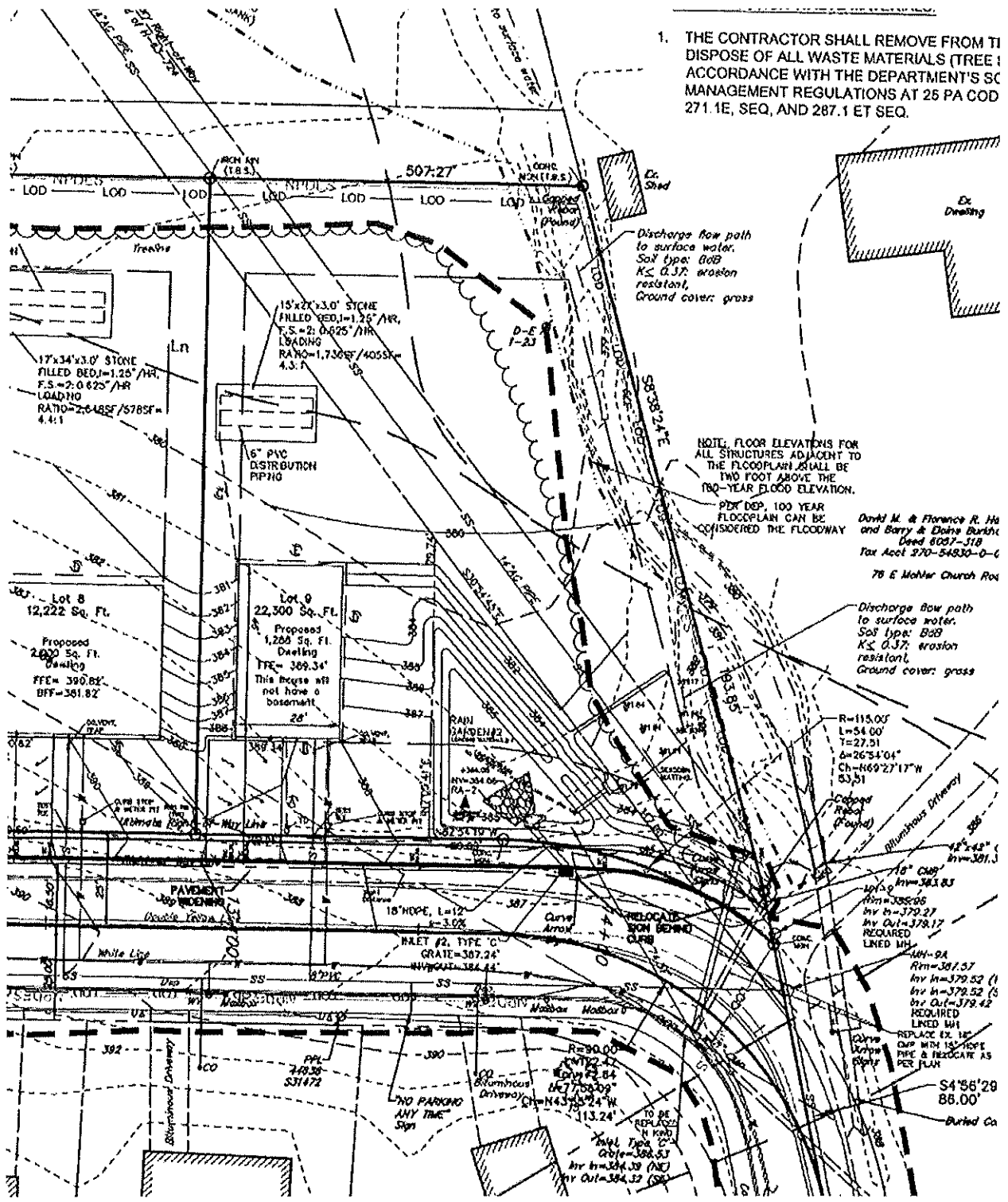
There has been a lot of push back from prospective buyers of Lot 9 out at Mohler Church. The push back is the fact there would be no basement and the house is built on slab. Mark, Craig and myself spoke at length and we feel a daylight basement, like all the other homes out there, should not be a problem. We would have to take certain precautions given the proximity to the rain garden the house is. One of the precautions we feel would eliminate any/all water penetration issues is a full waterproofing system on the foundation on that side of the house. We just implemented on of these systems out at a lake house we built and it works wonderfully.

We will be raising the basement floor 2 feet out of the flood plain. I will provide a permit plan/site plan showing how it works with elevations.

Let me know your thoughts on this idea.

Thanks,
Ben Hasson

1. THE CONTRACTOR SHALL REMOVE FROM TI
DISPOSE OF ALL WASTE MATERIALS (TREE ;
ACCORDANCE WITH THE DEPARTMENT'S SC
MANAGEMENT REGULATIONS AT 25 PA COD
271.1E, SEQ, AND 287.1 ET SEQ.



David M. & Florence R. Ha
and Barry & Diane Burk
Deed #007-518
Tax Acct 270-54830-0-1
78 E Mohler Church Roa

Discharge flow path
to surface water.
Soil type: B8B
Ks 0.37, erosion
resistant,
Ground cover: grass

Discharge flow path
to surface water.
Soil type: B8B
Ks 0.37, erosion
resistant,
Ground cover: grass

R=115.00
L=54.00
T=27.51
Δ=26°54'04"
Ch=469'27'17" N
S3.51

18" CUP
Inv In=381.83
Inv In=385.86
Inv In=379.27
Inv Out=379.17
REQUIRED
LINED NH

REPLACE EX. 18"
CUP WITH 18" HOPE
PIPE & RELOCATE AS
PER PLAN

S4°56'28"
88.00'
Buried Co

TO BE
REPLACED
WITH
18" HOPE
PIPE
INVERT
=384.32
OUTLET
=384.32

PIONEER

Management, LLC

July 19, 2024

Mr. Steve Sawyer, Manager
Ephrata Township
265 Akron Road
Ephrata, PA 17522

RE: 328 S. 7th Street
Deferral of Plan Review/Approval
Project No. 23-2810-01-A

Dear Mr. Sawyer:

As a follow-up to our earlier email correspondence and your subsequent email response dated July 19, 2024, we are respectfully requesting a deferral of plan review/approval by Ephrata Township for the above referenced 328 S. 7th Street project within West Earl Township.

As you may recall, we pursued and ultimately received approval from West Earl Township for the rezoning of a portion of the subject tract, and we subsequently prepared a Land Development Plan for the proposed improvements which consists of an 8,500 SF retail building with associated parking and stormwater management facilities.

As part of the site design, the Land Development Plan shows that the proposed stormwater management conveyance facility will encroach within Ephrata Township. The encroachment consists of installing one storm manhole (SMH-12), approximately 8' of 15" RCP, and 30' of 15" SLCPP storm pipe within Ephrata Township. A 20' wide drainage easement is proposed to encompass this conveyance facility. The location of SMH-12 was chosen to best reduce the amount of vegetation needing to be removed within the adjacent Garden Spot Village of Akron's property. We considered shifting the manhole to keep it entirely within the West Earl Township's boundary, however additional vegetation would need to be removed and extra storm structures would be necessary. Within my prior July 17, 2024 email to you, I provided a digital copy of our Land Development Plan. I would ask that you refer to this plan, however, I am happy to provide you a hard copy if necessary.

We are hoping that Ephrata Township will defer all approval processes to West Earl Township for this specific Land Development Plan. We respectfully ask that this request be placed on the next available Planning Commission and/or Board of Supervisors agenda.

Page 2 of 2
Ephrata Township
July 19, 2021
Project No. 23-2810-01-A

I would be happy to discuss with you in greater detail. As always, please feel free to call at 717-481-5500.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd M. Shoaf', is written over a horizontal line. The signature is stylized and cursive.

Todd M. Shoaf, RLA
Senior Project Manager

Copy: Mr. Floyd Zook (via email)
Mr. Jim Caldwell (via email)