



EPHRATA TOWNSHIP BOARD OF SUPERVISORS
AGENDA
April 15, 2025

1. Meeting called to order by Chairman Clark Stauffer at 7:00 A.M.
2. Pledge of Allegiance to the Flag.
3. Public Comment Period on Non-Agenda Items.
4. Approval of the minutes from the April 1, 2025 meeting.
5. Mark and Lorraine Martin – Land Development Plan
Tom Matteson – Diehm and Sons
6. Ephrata Community Ambulance – Proposed Agreement
James Gehman, 2nd Vice President ECAA

Staff Reports

Police Department – Lt. Matt Randolph

- o Monthly Report

Township Manager – Steve Sawyer

- o Resolution – Maximum Allowable Local Limits of Pollutants For Industrial Sewer Users
- o Joint Municipal Bids – Seal Coating and Line Painting Bids
- o Martindale Road Resident – Request to Prohibit Engine Brake Retarders
- o Resolution - Disposition of Records
- o Youth Conservation School – Supervisor Zerbe

Township Engineer- Jim Caldwell

Administrative Actions

Approval of payment of bills

Correspondence – Secretary

EPHRATA TOWNSHIP SUPERVISORS MEETING

April 1, 2025

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

Present were Supervisors:	Clark Stauffer
	Tony Haws
	Ty Zerbe
Manager:	Steve Sawyer
Admin. Assist.:	Jennifer Carvell
Bookkeeper:	Valerie Roark
Solicitor:	Tony Schimaneck
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

A motion to close the public comment period was made by Ty Zerbe. 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 March 18, 2025 Supervisors' Minutes and to approve them as presented. The motion was seconded by Ty Zerbe and carried unanimously.

PIONEER FIRE COMPANY – PROPOSED ORDINANCE FOR COST RECOVERY

Manager Sawyer stated that the Board of Supervisors were presented with an ordinance that was adopted by Ephrata Borough at the March 18, 2025 meeting for discussion and future consideration. The primary purpose of the Ordinance is to authorize the fire companies to recover costs from insurance companies. Mike Kiefer, Chief of the Pioneer Fire Company, was present at the meeting to answer any questions and concerns with the proposed ordinance. Chief Keifer stated that a third-party billing company would be used and that they will file claims with insurance companies. Chief Kiefer stated that if the Ordinance is adopted by the Township, they will not be pursuing cost recovery from residents unless there would be gross negligence by the individual. He stated that they are looking to have a "soft" billing approach with no plans for litigation. He stated that he will also provide the Township with a schedule of the fees that they will be attempting to receive from the insurance companies. After discussion, the Board of Supervisors directed staff to modify some of the language within the proposed ordinance that would focus collecting fees for equipment and services from insurance carriers and not individuals unless unlawful behavior was involved with the incident.

ORDINANCE – EPHRATA TOWNSHIP PARK RULES

Manager Sawyer advised the Board that the Ordinance amending the Ephrata Township Park Rules has been advertised and could be adopted by the Board at this meeting. The Ordinance would allow for the limited use of non-motorized watercraft on the lake on the northern side of the park. There was no one in attendance to offer any public comment on the proposed Ordinance Amendment.

A motion was made by Tony Haws to approve the Ordinance Amendment to Ordinance No.227, the Ephrata Township Community Park Rules to allow for the limited use of non-motorized watercraft on the lake as prepared and advertised. The motion was seconded by Ty Zerbe and carried unanimously.

The ordinance will be in effect five (5) days from the date of the hearing.

STAFF REPORTS

Manager Steve Sawyer

- **2025 Road Projects and Materials Bids.** Manager Sawyer prepared a bid tabulation for the 2025 bid results for the road projects and materials for the Board to review prior to the meeting. Manager Sawyer also included his recommendations and the 2025 budgeted amount for each category.

The first bid is for the Parkview Heights & Akron Road - In-Place Paving Project - Milling, Scratch Course and Wearing Course that will be shared with Ephrata Borough per the Intermunicipal Agreement previously approved. Manager Sawyer recommended awarding the bid to the lowest bidder Allan Myers in the amount of \$220,858.98. Ephrata Borough has agreed to pay \$29,876.80 for their portion of Parkview Heights Road.

A motion was made by Tony Haws to award the Parkview Heights and Akron Road Paving Project to Allan Myers in the amount of \$220,880.90 as recommended by staff. The motion was seconded by Ty Zerbe and carried unanimously.

The second bid project is for Grandview Drive In-Place Paving Project. Manager Sawyer stated that only one bid was received for this project from New Enterprise. Manager Sawyer stated that the Township budgeted \$35,624.00 for the project and New Enterprise's bid was \$35,821.56, which is just slightly over the budgeted amount and recommended awarding the bid.

A motion was made by Ty Zerbe to award the Grandview Drive Paving Project to New Enterprise in the amount of \$35,821.56 as recommended by staff. The motion was seconded by Tony Haws and carried unanimously.

Three (3) bids were received for the FOB asphalt materials. New Enterprise was the lowest bidder for all three (3) items. Manager Sawyer recommended awarding all three categories of the bid to New Enterprise.

A motion was made by Tony Haws to award the 2025 asphalt material bids to New Enterprises as recommended by staff as follows:

- 250 tons 25 MM Superpave (FOB) at \$54.55/ton
- 200 tons 19 MM Superpave (FOB) at \$58.60/ton
- 250 tons 9.5 MM Superpave (FOB) at \$63.25/ton.

The motion was seconded by Ty Zerbe and carried unanimously.

Three (3) bids were received for FOB 2A stone. Pennsy Supply was the lowest Bidder, but Manager Sawyer is recommending awarding the bid to Allan Myers. Pennsy Supply – East Petersburg Quarry is 20 minutes and 15 miles from the Township building. The Allan Myers Talmage Quarry is 10 minutes and 6 miles from the Township Building. Ephrata Township hauling 180 loads (10 tons per truckload) from the Pennsy Quarry is an additional 60 hours of equipment and labor costs to the Township. Using the FEMA equipment rates (\$74.83/hour) and the average hourly rate for our maintenance personnel (\$30.55/hour), this adds an additional cost of \$6,323.00 to the Pennsy Supply bid.

A motion was made by Ty Zerbe to award the FOB 2A Stone to Allan Myers in the amount of \$14,850.00 per the recommendation and justification provided by staff. The motion was seconded by Tony Haws and carried unanimously.

Three (3) bids were also received for the ASSHTO #1, #3 and #57 FOB stone. Manager Sawyer stated that the Allan Myers and New Enterprise amounts were the same for all three stone types. Manager Sawyer stated that Pennsy was the lowest bidder of the three (3) stone types but due to additional equipment and labor costs for the Township to haul the stone, Pennsy Supply would not be the low bidder in any of the categories. Manager Sawyer recommended awarding 50 percent of the FOB ASSHTO #1, #3 and #57 stone to Allan Myers and 50 percent to New Enterprise.

A motion was made by Tony Haws to award 50 percent of the FOB ASSHTO #1, #3 and #57 to Allan Myers and 50 percent to New Enterprises per the justification and recommendation provided by staff as follows:

- ASSHTO #1 FOB 200 tons - \$3,100.00
- ASSHTO #3 FOB 100 tons - \$1,550.00
- ASSHTO #57 FOB 200 tons - \$3,100.00.

The motion was seconded by Ty Zerbe and carried unanimously.

Three (3) bids were received for Delivered ASSHTO #9/Anti-Skid Stone. Manager Sawyer stated that Pennsy Supply was the lowest bidder and since it is a delivered product he recommended awarding the bid to Pennsy in the amount of \$1,737.75.

A motion was made by Ty Zerbe to award the ASSHTO #9/Anti-Skid material to Pennsy in the amount of \$1,737.50 as recommended by staff. The motion was seconded by Tony Haws and carried unanimously.

Three (3) bids were received for FOB #4 RIP RAP. Pennsy was the lowest bidder but the estimated additional equipment and labor cost for the Township to haul the stone equals an additional \$702.89. Manager Sawyer recommended awarding the bid to New Enterprises for \$4,300.00 per the justification provided.

A motion was made by Tony Haws to award the FOB #4 RIP RAP in the amount of \$4,300.00 to New Enterprises per the recommendation and justification provided by staff. The motion was seconded by Ty Zerbe and carried unanimously.

- **Zimmerman- Petition to Amend the Zoning Ordinance – Set Public Hearing Date.** Manager Sawyer stated that the Petition to amend the Zoning Ordinance is ready to be advertised for a public hearing and requested the Board set a date for the public hearing and authorize advertising.

A motion was made by Ty Zerbe to authorize staff to advertise a public hearing for the Petition to Amend the Zoning Ordinance and Map for May 6, 2025 at 7:00 p.m. The motion was seconded by Tony Haws and carried unanimously.

- **Comcast Cable Franchises Agreement Meeting.** Manager Sawyer stated that there are a number of municipalities in Lancaster County that have Comcast Cable Franchise Agreements expiring in 2025. A meeting between Comcast and approximately 10-12 municipalities will be held later this week. Manager Sawyer stated that he is hopeful that the current Agreement can be extended with a simple agreement changing the term.

Solicitor – Tony Schimanek

Solicitor Schimanek stated that an IMG Meeting took place and that each municipality will have to update their local limits of pollutants contained in the Industrial Waste Ordinance. The Ephrata Township Industrial Waste Ordinance includes a provision that the local limits can be updated by resolution. A Resolution will be prepared for the Board of Supervisors for action at the next meeting.

Township Engineer Jim Caldwell reported that the following plans/projects are in the review process:

Akron Road Culvert – A.H. Moyer site visit
Jerry Balmer – Land Development Plan
Kenneth High - SWMP
AB Martin – Land Development Plan
Jonathan Martin – Lot Add-On/SWMP
Martin Energy – Land Development Plan
Steinmetz Mobile Home Park – Staff Level Meeting
Stay Apt. Hotel/Bergstrasse - Sketch Plan
Zoning Map Update

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 he did not have any additional correspondence to add to the meeting.

A motion was made by Tony Haws to adjourn the meeting at 8:25 p.m. The motion was seconded by Ty Zerbe and carried unanimously.

Clark R. Stauffer

J. Tyler Zerbe

Anthony Haws



We answer to you.

3020 Columbia Avenue, Lancaster, PA 17603 • Phone: (800) 738-8395
E-mail: rettetw@rettetw.com • Website: rettetw.com

Engineers

Environmental
Consultants

Surveyors

Landscape
Architects

Safety
Consultants

March 11, 2025

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

RE: Mark & Lorraine Martin, 1601 Lincoln Road
Preliminary/Final Land Development Plan
Review No. 1
RETTEW Project No. 0111403580

Dear Mr. Sawyer:

We have completed our review of the above-referenced plan as prepared by Diehm and Sons, Inc. Our review was of the following information:

1. Nine plan sheets dated February 3, 2025
2. Stormwater Management report dated February 5, 2025
3. Modification request letter dated February 17, 2025
4. Supporting miscellaneous documentation.

We have the following comments for your consideration:

REQUESTED MODIFICATIONS/MODIFICATIONS

A. Section 403.A – Plan Scale

The applicant is requesting a modification of the requirement to provide the standard plan scale and in the alternative has shown the Overall Site Plan at 1 inch equals 60 feet to show the entire site on a single plan sheet.

We recommend approval of this modification based upon the alternative and justification provided.

B. Section 407 – Wetlands Study

The applicant is requesting a modification of the requirement to provide a wetland study with the justification that the proposed disturbance for the new dwelling is located within cultivated fields.

We recommend approval of this modification based upon the justification provided with the condition that applicant provide a note documenting their determination that no wetlands are present.

C. Section 602.A.7, 602.G.1, 602.1, 603.B.1, 603.C.1 – Reconstruction of Perimeter Streets Including Additional Right-of-Way, Curb, Sidewalks, Concrete Monuments and Street Trees

The applicant is requesting a modification of the requirement to reconstruct Royer Road and Lincoln Road SR 1024 and to their centerlines and to provide additional right-of-way, curb, sidewalks, concrete monuments and street trees.

We recommend the Township deny the modification as it pertains to Royer Road, but allow the applicant to defer the reconstruction of Royer Road and to provide additional right-of-way, curb,

sidewalks, concrete monuments and street trees until such times as the Township, at its sole discretion, determines that the improvements are necessary in the area.

We recommend approval of this modification as it pertains to Lincoln Road SR 1024 based upon the justification provided.

D. Section 602.I – Driveways to be Provided to Street of Lesser Classification

The applicant is requesting a modification of the requirement to connect to Lincoln Road, a collector road, instead of Royer Road, a local road.

We recommend approval of this modification based upon the justification provided.

ZONING

1. A note needs to be added to the plans stating the use of the dwelling is limited to an accessory farm dwelling and its occupants are limited to the farm owner (or any family member thereof) or one or more full-time laborers (or any family member thereof) working on the farm (§ 401.C.1.a.5, 605).

SUBDIVISION AND LAND DEVELOPMENT

1. Any approved modification(s), including conditions of approval, and date(s) of final action by the Board of Supervisors needs to be included on the plan (§ 402.D.14, 403.D.18).
2. The zoning data table on the cover sheet needs to show proposed compliance (§ 402.D.16, 403.D.15).
3. The available and minimum safe stopping sight distances need to be provided for the proposed driveway (§ 402.D.20, 403.D.24, 602.E.7&8).
4. All plan certificates need to be completed prior to recording the plan (§ 402.E, 403.E.1).
5. A detailed schedule of inspections needs to be provided (§ 403.D.27, 504.A).
6. Evidence of an approved planning module, exemption request, or notice that a planning module is not required needs to be provided (§ 403.E.2.a).
7. The proposed driveway needs dimensioned on the plan (§ 602.I.2).
8. The applicant needs to satisfy the park and recreational land dedication, or fee in lieu of, requirements (§ 611).

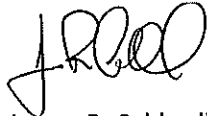
STORMWATER MANAGEMENT

1. An Ownership and Maintenance (O&M) Plan, in a recordable form acceptable to the Township, needs to be provided that clearly sets forth the ownership and maintenance responsibilities for all existing (if any), proposed, temporary and/or permanent stormwater management facilities. (§ 304.1.G, 304.6).
2. Evidence of approval of the Erosion & Sedimentation Control Plan and National Pollutant Discharge Elimination System (NPDES) Permit, from the Lancaster County Conservation District, needs to be provided. If an NPDES permit is required, then annual written reporting of all inspection and maintenance activities needs to be included (§ 304.1.K, 304.3.G, 304.10).

3. A cost estimate, financial security and financial security agreement need to be provided (§ 309).
4. Capacity calculations need to be provided for the proposed catch basin associated with Infiltration Trench #2, verifying the catch basin has the capacity to capture the entirety of the 100-year flow to the trench without runoff bypassing the catch basin and associated downstream berm and towards Lincoln Road (§ 407.4.F).
5. Cleanouts need to be provided at all points of horizontal or vertical change in the roof leader system as well as in the 8" pipe connecting Infiltration Trench 2 to the associated catch basin (§ 407.6).

Should you have any questions or require additional information, please feel free to contact us at any time.

Sincerely,



James R. Caldwell
Sr. Project Manager

copy: Steven A. Sawyer, Ephrata Township (ssawyer@ptd.net)
Tom Matteson, Diehm and Sons, Inc. (TMatteson@Diehmandsons.com)

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EPHRATA TOWNSHIP PLANNING COMMISSION

MINUTES

March 25, 2025

The Ephrata Township Planning Commission met on the above date at 7:00 P.M. at the Ephrata Township Municipal Building, 265 Akron Road, Ephrata, PA. Present were members: Leonard Martin, Dale Garman, Jim Stauffer, Mike Burkholder and Andy Bollinger, Township Engineer Jim Caldwell and Township Manager Steve Sawyer.

A motion was made by Dale Garman to appoint Leonard Martin – Chairman, Dale Garman – Vice Chairman and Steve Sawyer – Secretary for 2025. The motion was seconded by Jim Stauffer and carried unanimously.

Mark and Lorraine Martin Land Development Plan

Tom Matteson from Diehm and Sons presented the plan to the Commission. Mr. Martin owns a 26.6-acre farm at the intersection of Wood Corner, Lincoln, and Royer Roads. A portion of the farm is in Clay Township. Mr. Martin would like to construct an accessory farm dwelling on the property as a retirement home for him and his wife. One of their children would purchase the farm and move into the existing house. The Martins would like to construct their new home at the top of the hill on the far east side of the farm. This would provide a significant amount of privacy between the two residences and is located on a rocky knob that is difficult to farm. The area on the north side of Lincoln Road is used exclusively as pasture land, while the area south of Lincoln Road is cultivated. The proposed dwelling and driveway have been placed along the edge of the farm to minimize the loss of cultivated land. We have shown a potential future lot line that could break off the new dwelling onto its own 2-acre lot. It is our belief that this proposal complies with the requirements for an accessory farm dwelling.

A motion was made by Dale Garman to recommend approval of a waiver to Section 403.A Plan Scale based on the justification that was provided. The motion was seconded by Jim Stauffer and carried unanimously.

A motion was made by Dale Garman to recommend approval of a waiver to Section 407 Wetland Study based on the justification that was provided and based on the condition that a note be added to the plan. The motion was seconded by Jim Stauffer and carried unanimously.

A motion was made by Dale Garman to recommend approval of a waiver to Section 602.A.7, 602.G.1, 602.1, 603.B.1 and 603.C.1 – Road Improvements, Curbing, Sidewalk and Street Trees for the Lincoln Road frontage and to recommend denial but deferral of the waivers listed above for the Royer Road frontage. The motion was seconded by Jim Stauffer and carried unanimously.

A motion was made by Jim Stauffer to recommend approval of a waiver to Section 602.I Driveway Location based on the justification that was provided. The motion was seconded by Dale Garman and carried unanimously.

A motion was made by Dale Garman to recommend conditional approval of the plan based on the Township Engineer's letter dated March 11, 2025 letter. The motion was seconded by Jim Stauffer and carried unanimously.

Zimmerman Family Zoning Ordinance Test Amendment and Map Amendment

Attorney Dwight Yoder presented the Zoning Petition to the Planning Commission. Mr. Yoder reviewed the petition and exhibits that were submitted to the Township on behalf of the Zimmerman family.

Attorney Yoder explained that his office is working with Zimmerman Auto Body Supplies, Inc. to explore options for how it can expand their family owned business located in Ephrata Township at 730 Glenwood Drive. A second family business, LH Zimmerman Auto / Lawn and Garden is also located on the same property. These businesses have been at this location for generations and have grown steadily over the years. Recently, it has become increasingly apparent that each business requires additional space to accommodate its continued growth. It is the strong preference of the Zimmerman family to remain in Ephrata Township at their present location if at all possible. Because the Zimmerman family owns the adjoining property located at 728 Glenwood Drive, they have submitted the proposed zoning ordinance and map amendment that would permit expansion onto this property. This would allow Zimmerman Auto Body Supplies to move from the building it currently is using, which would free up this space for LH Zimmerman Auto / Lawn and Garden to use. The proposed petition has been discussed with the Board of Supervisors and staff at several meetings to come of with language that allow certain non-conforming businesses to expand while protecting farmland and impacts to neighboring properties.

A brief summary of the proposed ordinance is set forth below.

Section 1 reassigns Section 303 governing the expansion of non-conforming uses to a new subsection 303.A and creates a new subsection 303.B that allows existing non-conforming business uses located within the Ephrata-Akron Urban Growth Area to expand on land within or adjacent to the urban growth area by special exception subject to satisfying specific criteria. Section 2 amends Article II, Section 202 establishing the zoning map of the Ephrata Township Zoning Ordinance by changing the zoning classification for the tract of land located at 17 Woodcrest Drive (Parcel No. 270-42139-0-0000) from the Agricultural (A) district to the Residential-Low Density (LDR) district and by changing the zoning classification for a portion of the tract of land commonly known as 728 Glenwood Drive (Parcel No. 270-34709-0-0000) consisting of approximately 7.3 acres from the Agricultural (A) district to the Residential-Low Density (LDR) district.

The Lancaster County Planning Commission has recommended approval of the text and map amendment.

A motion was made by Dale Garman to recommend approval of the petition to amend the Ephrata Township Zoning Ordinance and Map as presented. The motion was seconded by Jim Stauffer and carried unanimously.

Zoning Text Amendment – Regulations Governing the Provision of Cremation Services in Cemeteries and Funeral Homes.

Manager Sawyer presented the amendment that was initiated by the Township to limit the use of crematories in cemeteries located in the residential zoning districts and to provide for the use of funeral home in the Zoning Ordinance. LCPC has recommended approval of the text amendment.

A motion was made by Dale Garman to recommend approval of the Zoning Ordinance amendment as presented. The motion was seconded by Jim Stauffer and carried unanimously.

A motion was made by Jim Stauffer to adjourn the meeting at 8:10 PM. The motion was seconded by Andy Bollinger and carried unanimously.

Steve Sawyer

From: emsmgr@ephrataambulance.org
Sent: Tuesday, March 18, 2025 7:36 AM
To: Steve Sawyer
Cc: jamesg@redrosecabinetry.com
Subject: Agenda - April 15, 2025 at 0700 hours

Steve,

Please put Ephrata Community Ambulance Association on the Agenda for the April 15, 2025 Board meeting at 0700 hours. I will not be in attendance, but our 2nd Vice President, James Gehman, will present the agreement.

Thank you,
Kevin Wolf
EMS Manager
Ephrata Community Ambulance Association

MUNICIPAL AGREEMENT FOR PROVISION OF AMBULANCE SERVICE

THIS AGREEMENT is made and entered into this 20th day of February, 2025, by and between the Township of Ephrata, a Pennsylvania second class township, whose principal office is located at 265 Akron Road, Ephrata, PA 17522 (hereinafter referred to as "Municipality") and Ephrata Community Ambulance Association, Inc., a Pennsylvania nonprofit corporation whose registered office is located at 528 W. Main St., Ephrata, PA 17522 (hereinafter referred to as "Ambulance Service").

RECITALS

WHEREAS, Municipality is responsible for ensuring that emergency medical services are provided within the Municipality by the means and to the extent determined by Municipality pursuant to Sections 1528 and 1553 of the Pennsylvania Second Class Township Code, 53 P.S. §§ 66528 and 66553.

WHEREAS, Municipality has the statutory authority to provide financial and administrative assistance and make annual appropriations for emergency medical services within the Municipality pursuant to Sections 1528 and 1553 of the Pennsylvania Second Class Township Code, 53 P.S. 66528 and 66553.

WHEREAS, Municipality is obligated to consult with emergency medical services providers to discuss the emergency medical services needs of the Municipality, pursuant to Section 1553 of the Pennsylvania Second Class Township Code, 53 P.S. § 66553.

WHEREAS, Municipality, acting by their duly-elected and qualified officials are desirous of seeing that the residents of the Municipality are provided with quality and reliable emergency intermediate advanced life support (IALS) and basic life support (BLS) ambulance services ("Services"), and also desires to designate the provider of such Services for the protection of persons in circumstances of immediate and significant threat of injury or harm located within its jurisdiction.

WHEREAS, Ambulance Service is a Pennsylvania nonprofit corporation which provides such Services within the Commonwealth of Pennsylvania, and is duly licensed by the Pennsylvania Department of Health to provide such Services.

WHEREAS, Ambulance Service is willing to provide such Services to the residents of Municipality and persons located within the Municipality.

WHEREAS, Municipality, in assessing available IALS and BLS ambulance services available to provide Services in the Municipality, has determined that it is in the best interest of its residents that Ambulance Service be officially recognized by Municipality as the entity primarily and exclusively responsible for providing primary response of Services (BLS and IALS emergency ground ambulance services within the Municipality).

WHEREAS, Ambulance Service is willing to provide such Services to the residents of Municipality and persons located within the Municipality, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of mutual promises contained herein, and intending to be legally bound thereby, the parties mutually agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement as if set forth in their entirety in this Section.

2. Designation of Primary Ambulance Provider. Municipality hereby appoints Ambulance Service as the primary provider of Services in Municipality. Ambulance Service, as the primary provider of Services for Municipality, shall be the first-due EMS responder for all emergencies requiring basic or intermediate advanced life support care, treatment or transportation in the Municipality. The Municipality will hereby instruct the Lancaster County Communications Center to dispatch Ambulance Service as the first due provider for all emergencies requiring BLS or IALS ground ambulance services within the Municipality limits.

3. Provision of Ambulance Services. Ambulance Service shall provide both BLS and IALS emergency ambulance services to any individual who is injured or ill in the Municipality 24 hours per day, seven days per week, 365 days per year. The parties understand that emergency medical services is unpredictable and that Ambulance Service ambulances may be occupied with other emergency calls when an emergency occurs in the Municipality. When Ambulance Service ambulances are not available to respond, the provisions of Paragraph 10 of this Agreement shall control.

4. Fees and Compensation. Ambulance Service plans to derive revenue solely from billing and collection activities in the Municipality. Ambulance Service will be permitted to bill the patient, the patient's financially responsible party, and/or any available insurance or other available payment source for ambulance services provided to such patients pursuant to this Agreement. Fees and billing shall be administered in accordance with all applicable laws, and Ambulance Service shall be entitled to retain all monies collected. The billing and collection of fees for Services provided hereunder shall be done by the Ambulance Service or any third party with which it enters into an agreement. Ambulance Service shall determine its own fee schedule. In the event the billing revenues fall short of Ambulance Service's expenses in providing the services contemplated by this Agreement, the parties agree to negotiate in good faith concerning a potential operating subsidy.

5. Term. This Agreement shall be for an initial term of three (3) year beginning on the date first written above. Unless either party provides written notice of an intent not to renew this Agreement, this Agreement will automatically renew for successive three-year periods at the conclusion of the initial term.

6. **Termination.** This Agreement may be terminated in either of the following manners:

- a. Written notice of any breach of this Agreement prior to the expiration of the term stated, but only in the event that a breach has gone uncured. Written notice of any breach shall be given to the breaching party within seven (7) days of the discovery of such breach. The breaching party shall have ten (10) days in which to address an alleged breach. If the breach is not cured within that period, the party giving notice may give further immediate notice that it considers the Agreement to be terminated.
- b. Either party may terminate this Agreement at any time during the initial or subsequent terms with 120 days' advance, written notice to the other party.

7. **Duties of Municipality.** Municipality shall:

- a. Contact the Lancaster County Communications Center (hereinafter referred to as "911") and inform it that all calls for Services (emergency IALS and BLS ambulance service) from within the Municipality shall be referred to Ambulance Service for dispatch.
- b. Provide a designated contact person to serve as a liaison for communications and problems that Ambulance Service may incur. Such individual shall respond to any communication from Ambulance Service in a timely manner.

8. **Duties of Ambulance Service.** Ambulance Service shall:

- a. Provide Services, as defined in Pennsylvania Emergency Medical Services Systems Act, 35 Pa.C.S. § 8101 *et seq.* to the residents of and visitors to the Municipality in a timely manner in accordance with state and federal standards.
- b. Provide coverage for Services for residents of the Municipality and others located within the Municipality 24 hours per day, 7 days per week, in accordance with the terms of this Agreement and in accordance with all federal, state, and local laws and regulations, and in accordance with other terms, requirements, and limitations as outlined in this Agreement.
- c. At all times remain licensed, certified or enrolled in good standing with all applicable state and federal authorities and with all state and federal health care programs.
- d. Agree to provide assistance to all other appointed emergency response providers contracted with Municipality in the event that such assistance is necessary.

- e. Provide a designated contact person to serve as a liaison for communications and problems that Municipality may incur. Such individual shall respond to any communication from Municipality in a timely manner.

9. Access to Information About Ambulance Responses. Municipality may request documentation of all calls on which Ambulance Service is dispatched within the geographical limits of the Municipality. Such documentation can be requested from 911 or Ambulance Service, and include the following:

- a. Time the call was received;
- b. Time the responding unit was en route to the scene;
- c. Time the unit arrived at the scene;
- d. Time the unit departed the scene for the medical facility;
- e. Time the unit arrived at the medical facility;
- f. Time the unit was back in service.

10. Unavailability of Ambulance Service. Municipality expressly understands and acknowledges that Ambulance Service may be unavailable at times due to high demand, emergencies or other unforeseen circumstances within or outside of Municipality. Municipality understands that, when residents of Municipality call 911, Ambulance Service will be the primary ambulance service dispatched for emergencies requiring IALS and BLS ground ambulance services, but, that due to high demand, emergencies, or other unforeseen circumstances, Ambulance Service may be unavailable. In the event that Ambulance Service is unavailable for any reason to respond to ambulance calls within the Municipality, then the Lancaster County Communications Center should dispatch the next closest available ambulance service, in accordance with its policies and procedures.

11. Controlling Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that the Common Pleas Court of Lancaster County, Pennsylvania shall have exclusive and original jurisdiction and venue to adjudicate any dispute arising out of the Agreement.

12. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and no modification or amendment hereto shall be valid unless in writing and signed by representatives of both parties. In the event any provision, term or condition of this Agreement is rendered unenforceable by a court of law or statute, it shall not affect the enforceability of any other provision, term or condition.

13. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

Ambulance Service:	Municipality:
Attn: President	Attn: _____
Ephrata Community	Ephrata Township
Ambulance Association, Inc.	265 Akron Road
528 W. Main Street	Ephrata, PA 17522
Ephrata, PA 17522	

14. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides another party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriately steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

15. Amendments. No agreement or understandings varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both parties.

16. Assignment. This Agreement shall not be assigned without the express written consent of the other party, which shall not be unreasonably withheld. This Agreement shall be binding upon all successors and assigns.

17. Authorization of Agreement. Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individuals executing this Agreement on behalf of each party respectfully has full power and authority to do so.

18. Insurance. Ambulance Service shall provide and maintain the following types and limits of insurance coverage during the term of this Agreement:

- a. General Liability, in an amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- b. Automobile Liability in an amount not less than \$1,000,000 Combined Single Limit.
- c. Professional Liability, in an amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

d. Workers' Compensation to meet Pennsylvania Statutory Requirements.

Proof of insurance will be provided to Municipality upon request.

19. Independent Contractors. The parties stand in an independent contractor relationship to one another and shall not be considered as joint venturers or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other.

WHEREFORE, intending to be legally bound hereby, the parties have executed this Agreement the date written above.

**Ephrata Community Ambulance
Association, Inc.**

Ephrata Township

Signature

Signature

Printed Name and Title

Printed Name and Title

EPHRATA TOWNSHIP
Lancaster County, Pennsylvania

RESOLUTION NO. _____

A RESOLUTION OF EPHRATA TOWNSHIP, LANCASTER COUNTY, PENNSYLVANIA, TO REVISE THE MAXIMUM ALLOWABLE LOCAL LIMITS OF CERTAIN POLLUTANTS FOR INDUSTRIAL USERS SET FORTH IN EPHRATA TOWNSHIP ORDINANCES #151, #160, #233 AND #253.

WHEREAS, sewage produced in the Township is currently treated at the sewage treatment plant owned and operated by the Borough of Ephrata, pursuant to an inter-municipal agreement for such treatment with the Borough of Ephrata; and

WHEREAS, the Borough of Ephrata is authorized to establish and revise local discharge limits pursuant to 40 C.F.R. § 403.5(c) and pursuant to the Borough's National Pollutant Discharge Elimination System Permit following the procedure as outlined in 40 C.F.R. § 403.5(c)(3); and

WHEREAS, the Borough of Ephrata submitted a Pretreatment Program Local Limits Reevaluation to EPA; and

WHEREAS, the Pretreatment Ordinance of the Borough of Ephrata was recently amended to reflect changes in sewage treatment requirements of the EPA and the DEP, their successor or assigns; and

WHEREAS, the Pretreatment Ordinance of the Township must contain the same provisions as those contained in the Pretreatment Ordinance of the Borough of Ephrata; and

WHEREAS, the Township presently enforces maximum allowable concentration limits for certain special pollutants pursuant to Township Ordinances #151, #160, #233 and #253; and

WHEREAS, those limits are set forth in Table 1, Section 3.3 of Ordinance #253; and

WHEREAS, Ordinance #253 states the local limits of the pollutants set forth in Table 1 may be revised, repealed or new pollutants added by the passage of a resolution without amending the Ordinance; and

WHEREAS, the Supervisors of Ephrata Township by resolution desire to revise Table 1 to contain the same provisions as those contained in the Pretreatment Ordinance of the Borough of Ephrata;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Ephrata Township, that Ephrata Township hereby revises Table 1 of Section 3.3 of Ordinance #253 to read as follows:

Table 1. – Maximum Allowable Concentration**
[Local Limit (mg/l)]

Pollutant	WWTP No. 1	WWTP No. 2
Arsenic	1.29	0.14
Cadmium	0.18	0.10
Chromium (hex)	0.23	-
Copper	0.31	0.29
Lead	-	1.00
Mercury	0.051	0.0089
Molybdenum	-	0.17
Nickel	-	1.45
Selenium	1.13	0.31
Zinc	0.73	1.60
Fats, Oils & Grease (FOG)	100	100
pH*	5.0 to 12.5	5.0 to 12.5

NOTES:

* pH is expressed as an upper and lower limit, not a maximum allowable concentration

** Daily maximum limit is two times the monthly average limit.

DULY ADOPTED this 15th day of April 2025, by the Board of Supervisors of the Township of Ephrata, Lancaster County, Pennsylvania, in lawful session duly assembled.

Attest: _____
(Asst.) Secretary

By: _____
(Vice)Chairman, Board of Supervisors

(Township Seal)

2025 Multi Municipal Bid Tally Sheet - East Earl Township Board of Supervisors Meeting

April 8, 2025

Seal Coat - 1/2" Single:

Contractor	Price per Square Yard	Total 1/2" Single
Martin Paving	\$1.628	\$669,796.64

Seal Coat - 1/4" Single:

Contractor	Price per Square Yard	Total 1/4" Single
Martin Paving	\$1.785	\$98,201.77

Ultra Thin Bonded Wearing Course Type B:

Contractor	Price per Square Yard	Total Contract
AMS	\$8.44	\$804,526.12

Line Painting:

Contractor	Single Yellow	Double Yellow	Single White	Total Contract
A-1	\$0.06	\$0.11	\$0.06	\$322,857.14

RESOLUTION NO. _____
EPHRATA TOWNSHIP, COUNTY OF LANCASTER
COMMONWEALTH OF PENNSYLVANIA

WHEREAS, by virtue of Resolution No. 11-040197, Ephrata Township declared its intent to follow the schedules and procedures for the disposition of records as set forth in the municipal Records Manual approved on July 16, 1993, and

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality; and

BE IT RESOLVED on _____ that Ephrata Township Supervisors hereby authorizes the disposition of the following records:

<u>Description</u>	<u>Dates</u>
Change of Assessment Notices	2012-2017
Certificate of Insurance	2016 & 2017
Financial Interest Statements	1996-2009
Accounts Receivable	2017
Accounts Payable/Petty Cash	2017
Bank Statements/Reconcile	2017
Street Light Receipts & VUB Reports	2017
ETSA Accounts Payable	2017
ETSA Accounts Receivable	2017
ETSA VUB Receipts & Reports	2017

EPHRATA TOWNSHIP

Attest: _____
Steven A. Sawyer
Township Manager

By: _____
Clark R. Stauffer
Chairman

SEAL:

By: _____
Anthony K. Haws
Vice Chairman / Secretary

FOR 4-15 meeting



LANCASTER COUNTY Conservation District

FOR IMMEDIATE RELEASE

CONTACT: Sallie Gregory
Education Coordinator
717-299-5361 x.5
salliegregory@lancasterconservation.org

Youth Conservation School, a Summer Field School for High School Students

Applications are open now until June 6 or when the class fills for the Lancaster County Youth Conservation School. The Lancaster County Youth Conservation School will take place July 20-25 celebrating 47 years of education. Students ages 14-16 may apply; this is a summer field experience beyond the classroom.

The Lancaster County Conservation District and local Sportsmen's Clubs proudly offer a weeklong summer field school focusing on outdoor activities and conserving our natural resources. Students reside at the school with tents and cots to demonstrate low-impact camping Sunday through Friday at the Northern Lancaster County Fish and Game Protection Association in West Cocalico Township.

Motivated students should apply. Students gain knowledge about wildlife and conservation, leadership experience, and communication skills. There are many study topics to empower students, ensuring a sustained conservation legacy. Topics include stream restoration, forestry, canoeing, wildlife management, archery, survival, and firearm safety. Students will have the opportunity to meet professionals in various environmental and conservation-related fields and discuss career options with them.

Students benefit from generous County Federated Sportsmen Clubs and Community Organizations that provide 90% of the student's tuition. Students are responsible for a \$25 registration fee upon acceptance to the program. To receive an application, contact the Conservation District at 717-299-5361 x.5 or click www.lancasterconservation.org by June 6, 2025. Applications are available until the class fills or June 6, 2025.



LANCASTER COUNTY YOUTH CONSERVATION SCHOOL SPONSOR FORM

47th Lancaster County Youth Conservation School will be held July 20-25, 2025.

Sponsorship of a student supports a teen aged 14-16 to attend the 6-day, 5-night unique field school. Potential students should have an interest in the conservation of natural resources and outdoor activities. Student application at www.lancasterconservation.org. Applications are due Friday, June 6, 2025.

Student responsible for \$25 registration fee, after application accepted.

Sponsorship of a student is \$150.00 per student.

Checks may be payable to: Lancaster County Youth Conservation School.

Mailed to: *Lancaster County Conservation District*

Attn: Conservation School

1383 Arcadia Rd Room 200

Lancaster PA 17601

Credit Card Payment

Name as it appears on card: _____

Street Address, City, State, Zip Code: _____

Email: _____ Phone: _____ Credit Card Type: _____ Expire Date: _____

Number: _____ Security Code: _____ Signature: _____ Date: _____



Lancaster County Conservation District gratefully acknowledges receipt of your donation of \$_____.

Contributions to the Lancaster County Conservation District are deductible as a contribution for federal income tax purposes under Section 170 of the Internal Revenue Code. Consult your tax advisor before taking any deductions. Sponsor contact information and the advertisement of services are provided without any implied endorsement from the Conservation District staff.