

Before the Mt. Joy Township Zoning Hearing Board
Application of Elizabethtown Mount Joy Associates, L.P. and Elizabethtown Associates
Application No.
June 7, 2023
6:00 p.m.

EXHIBITS

- A-1 Deed
- A-2 Application and Amended Addendum and cover letter
- A-3 Aerial Photograph
- A-4 Amended Zoning Plan, dated March 30, 2023 (3 sheets)
- A-5 Township Zoning Review
- A-6 Stipulated Conditions
- A-7 Mass Transit Consistency Transit Letter
- A-8 Lighting Plans
- A-9 Landscape Plans
- A-10 Traffic Study Executive Summary
- A-11 Transportation Details and Design Incentives
- A-12 Streetscape Details
- A-13 Shopping Center Elevation
- A-14 Wawa Elevation
- A-15 Aldi Elevation
- A-16 Todd Smeigh, P.E. C.V.
- A-17 Brian Seidel, Land Planner, C.V.
- A-18 Greg Creasy, P.E., C.V.
- A-19 TPD May 25, 2023 Review Letter
- A-20 Sewer Service Agreement
- A-21 Water Service Agreement

Exhibit A-1 Deed

79753

AUG 17 1977

No. 331-P - For Single Dated - Typewritten - Corporation
Tax & License Co. Philadelphia

This Indenture Made the 10th

day of August in the year of our Lord one thousand nine hundred and seventy-seven (1977) Between

ELIZABETHTOWN ASSOCIATES, INC., a Pennsylvania corporation

(hereinafter called the Grantor), of the one part, and

ELIZABETHTOWN ASSOCIATES, a Pennsylvania partnership

(hereinafter called the Grantee), of the other part:

Witnesseth, That the said Grantor for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, released and confirmed, and by these presents does grant, bargain, sell, alien, convey, release and confirm unto the said Grantee its Successors and Assigns, its and Assigns, its partnership property, for the uses and purposes of the partnership.

Promises "A"

ALL THAT CERTAIN piece, parcel, or tract of land SITUATE on the east side of Pa. Leg. Rte. 36004 north of Pa. Leg. Rte. 129, in Hewitt Jay Township, Lancaster County, Pennsylvania, as shown on a plan prepared by Ruth Engineers, Inc., dated January 2, 1973, Drawing No. LA-960, and being more fully bounded and described as follows:

BEGINNING at a point on the east right of way line of Pa. Leg. Rte. 36004, said point being located a distance of 171.95 feet north of the intersection of the north line of Pa. Leg. Rte. 129 and the east line of Pa. Leg. Rte. 36004; thence along the east line of Pa. Leg. Rte. 36004, the following three (3) courses and distances: (1) in a line curving to the left, having the radius of 494.43 feet and an arc distance of 70.45 feet, the chord of said arc being North 8 degrees 14 minutes 13 seconds East, a distance of 70.42 feet to a point; (2) North 12 degrees 30 minutes 25 seconds West, a distance of 263.87 feet to a point; and (3) North 5 degrees 09 minutes 40 seconds West, a distance of 123.49 feet to a point, a corner of lands belonging to Northwest Lancaster County Medical Association; thence along the same, and crossing a 16.5 foot right of way for the American Telephone and Telegraph Co., North 86 degrees 49 minutes 10 seconds East, a distance of 1,314.52 feet to an iron pin, a corner of other land belonging to, now or late, John K. Garbur; thence along the same, and recrossing said 16.5 foot wide right of way, for the American Telephone and Telegraph Co., South 18 degrees 50 minutes 05 seconds West, a distance of 372.76 feet to an iron pin, a corner of land belonging to, now or late, Ellen K. Garbur; thence along the same, North 67 degrees 12 minutes 50 seconds West, a distance of 1,020.73 feet to a point on the east right of way line of Pa. Leg. Rte. 36004, the place of BEGINNING.

CONTAINING 18.154 acres.

U 71 21

BEING, as to Premises "A" the same premises which John K. Garber and Katharina H. Garber, his wife, by Deed dated August 1, 1974 and recorded in Lancaster County, Pennsylvania on August 1, 1974 in Record Book O Volume 62 Page 733 granted and conveyed unto Elizabethtown Associates, Inc.

Premises "B"

ALSO ALL THAT CERTAIN piece, parcel, or tract of land SITUATE at the northeast corner of Pa. Leg. Rte. 36004, and Pa. Leg. Rte. 129, in Mount Joy Township, Lancaster County, Pennsylvania, as shown on a plan prepared by Ruth Engineers, Inc. dated January 2, 1973, Drawing No. LA-960, and being more fully bounded and described as follows:

BEGINNING at a point at the intersection of the east right of way line of Pa. Leg. Rte. 36004, and the north right of way line of Pa. Leg. Rte. 129; thence along the east right of way line of Pa. Leg. Rte. 36004, the following two (2) courses and distances: (1) North 22 degrees 06 minutes 20 seconds East, a distance of 82.81 feet to a point; and (2) in a line curving to the left, having a radius of 494.43 feet and an arc distance of 89.15 feet, the chord of said arc being North 17 degrees 36 minutes 25 seconds East, a distance of 89.03 feet to a point, a corner of land belonging to, now or late, John K. Garber; thence along the same, the following two (2) courses and distances: (1) South 67 degrees 12 minutes 50 seconds East, a distance of 1,020.73 feet to an iron pin; and (2) crossing an iron pin, a distance of 170.0 feet south of the last described corner, South 22 degrees 47 minutes 10 seconds West, a distance of 170.55 feet to a point on the north right of way line of Pa. Leg. Rte. 129; thence along the same, North 67 degrees 16 minutes West, a distance of 1,012.68 feet to a point, the place of BEGINNING.

CONTAINING 2.981 acres.

BEING, as to Premises "B", the same premises which Ellen K. Garber, singlewoman by Deed dated February 6, 1975 and recorded in Lancaster County on July 10, 1975 in Record Book F Volume 55 Page 1091 granted and conveyed unto Elizabethtown Associates, Inc.

UNDER AND SUBJECT to easements, restrictions, and agreements of record.

UNDER AND SUBJECT, nevertheless to a certain mortgage debt in the original principal sum of FIFTY SEVEN THOUSAND DOLLARS (\$57,000.00) given by Elizabethtown Associates, Inc. to Ellen K. Garber.

Together with all and singular the buildings improvements, ways, streets, alleys, passages, waters, wharf-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereto belonging, or in any way appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lots or pieces of ground above described with the buildings and improvements thereon erected hereditaments and premises hereby granted, or mentioned and intended as to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors and Assigns forever, as partnership property, for the use and purposes of the partnership, UNDER AND SUBJECT as aforesaid.

And the said Grantor, for itself, and its Successors

do as by these presents covenant, grant and agree to and with the said Grantee, its Successors and Assigns, that it the said Grantor and its Successors

shall and lawfully warrant and defend all and singular the hereditaments and premises herein described and granted, or mentioned and intended as to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, against the said Grantor and its

Successors, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them, or any of them, Shall and Will Subject as aforesaid,

WARRANT and forever **DEFEND**.

In Witness Whereof, the said Parties to these Presents have hereunto interchangeably set their hands and seals. Dated the day and year first above written.

Sealed and Delivered in the presence of us:

ELIZABETHTOWN ASSOCIATES, INC. a Pennsylvania corporation

By:

James V. Nitch

Attest:

Marsha Border
Notary

U. 71 23

COMMONWEALTH OF PENNSYLVANIA } SS
COUNTY OF PHILADELPHIA

On this, the 10th day of August 1977, before me a Notary Public
the undersigned officer,

personally appeared SUCANNE V. FEINBERG
who acknowledged herself to be the VICE PRESIDENT of ELIZABETHTOWN ASSOCIATES, INC.
a corporation, and that she as such VICE PRES being
authorized to do so executed the foregoing instrument for the purpose therein contained, by signing the
name of the corporation by herself as VICE PRES.

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

[Signature]



In testimony whereof, I have hereunto set my hand and official seal

RECORDED

ELIZABETHTOWN ASSOCIATES, INC., a
Pennsylvania corporation

TO

ELIZABETHTOWN ASSOCIATES, A
PENNSYLVANIA PARTNERSHIP

PREMIERS:

East Side of Pa. Leb. Bldg. 36004
Mount Joy Township
Lancaster County, Pennsylvania

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

AUG 17 1977

RECORDED OR FILED

17 AUG 17 PM 3:45

RECORDER OF DEEDS
LANCASTER, PA

Recorded in the office for Recording of Deeds, etc., in and
for Lancaster Co., Pennsylvania, in Record

Book 71 Page 24

Witness my hand and seal of Office this 17th
day of August A. D. 19 77

RECORDED

The residence of the undersigned is

c/o Ronald B. Glaser, Esquire
CENEX, TRADING, COLLIER, SMITHSON
12 S. 12th St., Falls, PA 19107

In behalf of said Company

[Signature]

Exhibit A-2 Application and Amended Addendum and cover letter

April 5, 2023

HAND DELIVERY

Justin Evans, Zoning Officer
Mount Joy Township
8853 Elizabethtown Road
Elizabethtown, PA 17022

**RE: Application of Elizabethtown Mount Joy Associates, LP, to the Mount Joy
Township Zoning Hearing Board; 2395 Main Street
Our reference No. 14393.009**

Dear Mr. Evans:

As you know, I represent Elizabethtown Mount Joy Associates, L.P. and Pennmark Properties (collectively herein “**Pennmark**”), the owner of the approximately 22.12-acre (+/-) tract of land located to the northeast quadrant of the intersection of Cloverleaf Road and State Route 230 (“**Property**”). Pennmark proposes to develop the Property as an approximately 111,000 s.f. (+/-) retail shopping center to include, inter alia, a wawa convenience store with accessory gas pumps, an Aldi’s grocery store, along with additional inline and pad-site retail (“**Proposed Development**”). By letter dated March 8, 2023, Pennmark submitted an application to the Mount Joy Township Zoning Hearing Board seeking the relief necessary to permit the Proposed Development (“**Application**”). Subsequent to filing the Application, Pennmark received letters from the Township’s consultants reviewing the Application. We also had the opportunity to discuss the Application with the Township’s staff. As a result, Pennmark has determined it is appropriate to make certain revisions to its plans for the Proposed Development. The revisions are depicted on the attached plan prepared by DC Gohn, Associates, Inc, entitled “Proposed Site Plan for Mount Joy Town Center”, dated March 30, 2023 (“**Amended Site Plan**”), and include, *inter alia*:

- Removal of proposed Access Drive “A” and in lieu thereof construction of the portion of Norlanco Drive located on the Property and/or on the property owned by Pennmark adjacent thereto. The Amended Site Plan demonstrates consistency with the Township’s official map and would provide the opportunity to connect to the existing cul-de-sac of Norlanco Drive located on the adjacent Property;

Justin Evans, Zoning Officer
April 5, 2023

Page 2

- Revision of proposed Access Drive “D” at its intersection with Cloverleaf Road limiting this access to Right-in/Right-out movements only; and
- Addition of numerous additional pedestrian improvements.

In addition to the Amended Site Plan I am enclosing herewith an Amended Addendum to the Application correcting a couple of noted inconsistencies including, but not limited to the miss-designation of the Cloverleaf Road/Access Drive “A” intersection as being “signalized. Lastly, I am enclosing additional elevations depicting the proposed Wawa convenience store (Exhibit “I”), and the proposed Aldi’s grocery store (Exhibit “J”). Enclosed herewith are six copies of each of the above noted materials.

While the above materials shall be considered an amendment to the Application, the noted revisions do not alter the requested relief. Therefore, we believe the remainder of the materials submitted with the Application remain accurate and relevant to the Zoning Hearing Board’s consideration the Application as amended hereby.

We look forward to presenting the Application, as amended, to the Zoning Hearing Board on May 3, 2023. If you have any questions or require anything further, please contact me at your convenience.

Best Regards,



Craig R. Lewis

cc (via e-mail w/ enclosures): Josele Cleary, Esquire
Penmark Properties

Mount Joy Township

Instructions for Variance & Special Exception Application

Please read the following information carefully prior to completing this application. The following information is to assist you in the process of applying for a Variance and/or a Special Exception from the Mount Joy Township Zoning Ordinance. This information is intended to provide a summary of the hearing process and does not constitute all of the requirements that may be placed on you as the applicant for a Variance and/or Special Exception.

Meeting Dates and Submission Deadlines

The Zoning Hearing Board typically meets the first Wednesday of every month. **Applications are due four (4) weeks prior to the regularly scheduled meetings.** Please confirm the meeting schedule prior to submitting the application in case a holiday interferes with the regularly scheduled meeting.

Completing the Application

The variance and/or special exception application must be completed by the landowner, equitable landowner, tenant, contract purchaser or someone who has a legal or equitable interest in the land. In the case that the applicant is not the landowner, the applicant shall provide proof of consent from the landowner acknowledging his/her awareness that a variance or special exception request has been filed for review by the Township Zoning Hearing Board. The landowner should complete the certification section of this application.

Please answer the questions on the Application fully and to the best of your ability. **Please provide six (6) copies of the application, plans, photographs, charts and any other supporting documentation and a check for \$750.00 for the application fee to the Mount Joy Township Office.** Checks should be made payable to Mount Joy Township. No application shall be complete until a site plan has been submitted. All applications requesting approval to establish or expand a nonresidential use or which concern a residential use containing 10 or more dwelling units shall submit a plan drawn to a scale of not more than 100 feet to the inch in accordance with section 135-284.A of the Zoning Ordinance. **Incomplete Applications will not be accepted by the Township.** Once the application is processed by the Township, the Zoning Officer will prepare a public notice that will be sent to the Lancaster Newspaper for advertisement of the hearing in accordance with the Pennsylvania Municipal Planning Code.

On the date of the hearing, the applicant (and landowner if different) should be prepared to be sworn in by the court reporter. You will be permitted, but not required, to obtain assistance from an attorney, engineer, architect, planner, or other professionals, as the situation warrants, during the hearing process. You and/or your representative need to be in attendance at the Zoning Hearing to present your application in front of the Zoning Hearing Board and be prepared to answer any questions the Board may have. If you or your representative is not present at the scheduled meeting, your application may be denied, or it may be tabled until the next hearing if a written and signed request from the Applicant is received prior to the meeting.

It is the Applicant's responsibility to research property line locations and have property lines verified by a professional registered surveyor prior to submitting the Zoning Hearing Application. Any deed restrictions, easements or other restrictive covenants should also be researched prior to the submission of this application.

The Applicant and/or Landowner agree that by signing this application, they grant the right of the Township Zoning Officer, or other designated Township Official, to investigate, inspect and examine the Property set forth herein, including land and structures, to determine compliance with the Mount Joy Township Zoning Ordinance and to determine the accuracy of the statements contained herein.

General Standards for Variances

There are five (5) criteria that the Zoning Hearing Board will consider, as applicable, when determining whether a Variance to the Township Zoning Ordinance is necessary. These five criteria are located in Section 910.2.a of the Pennsylvania Municipal Planning Code, as well as Section 135-383.C of the Township Zoning Ordinance. The criteria are as follows:

1. That unnecessary hardship exists due to unique physical circumstances of conditions, including irregularity, narrowness or shallowness of lot size, or shape or topographical or other physical conditions peculiar to the particular property, and that unnecessary hardship is due to such conditions and not the circumstances or conditions generally created by the provisions of this chapter in the neighborhood or district in which the property is located;
2. That because of physical circumstances or conditions there is no possibility that the property can be developed in strict conformity with the provisions of this chapter and that authorization of a variance is therefore necessary to enable the reasonable use of the property;
3. That such unnecessary hardship is not created by the applicant;
4. That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located nor substantially or permanently impair the appropriate use of development of adjacent property nor be detrimental to the public welfare; and
5. That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

The Zoning Hearing Board may implement reasonable conditions and safeguards as it may deem necessary to implement the purposes of this act and the zoning ordinance, as is stated in the Pennsylvania Municipal Planning Code, Section 910.2.b.

Guidelines for Special Exceptions

In addition to the Performance Standards of a particular use and/or the Special Exception Standards delineated in Article XXVIII of the Township Zoning Ordinance, the Zoning Hearing Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of this act and the Zoning Ordinance as enabled by the Pennsylvania Municipal Planning Code (Section 912.1)

ZHB Case # _____

Mount Joy Township

8853 Elizabethtown Rd
Elizabethtown, PA 17022
Phone: (717)367-8917 - Fax: (717)367-9208

Zoning Hearing Board Application

1. Applicant Information

Name: Elizabethtown Mount Joy Associates, L.P.

Address: 1000 Germantown Pike, A-2 City/State/Zip: Plymouth Meeting, PA 19462

Phone: (610) 272-6500 Fax: _____

E-mail: bob@penmarkproperties.com

2. Landowner Information (if different from the Applicant)

Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

E-mail: _____

3. Property Information

Property Address: 2395 South Market Street

City/State/Zip: Mt. Joy, PA

Existing Use: Undeveloped Proposed Use: Retail Shopping Center

Total Property Area (Sq. Ft. or Acres): 22.12 Acres (+1-) gross

FOR TOWNSHIP USE ONLY

Date Application Received: _____

Date Application to be heard: _____

Tax Parcel #: _____

Zoning District: _____

Application Denied/Approved: _____

4. Request for Special Exception

Section(s) of Zoning Ordinance for which a Special Exception is requested:

N/A

Provide an explanation of your proposal, particularly, why you need a special exception and for what type of use the special exception is being requested for:

This site is suitable for a Special Exception Use because:

How will the request affect adjacent properties? (Dust, noise, fumes, odors, glare, increased traffic, character of the neighborhood etc.):

5. Expansion of Special Exception Uses

Are there any existing nonconformities on the lot, if so list them:

Existing and proposed square footage of the structure:

Percentage of Expansion:

Existing front, side and rear yard setbacks:

Proposed front, side and rear yard setbacks:

6. Request for a Variance

Section(s) of the Zoning Ordinance for which a Variance is requested:

135-122.C, 135-256.A(1), 135-256.A(3)

Why do you need a variance and what is your proposed alternative from the requirements of the Township Zoning Ordinance?

See Attached Addendum / Narrative

What physical characteristics of the property prevent it from being used for any of the permitted uses in your zoning district? (Topography, size and shape of lot, environmental constraints, etc.):"

See Attached Addendum / Narrative

Explain how the requirements of the Zoning Ordinance would result in difficulties or undue hardships in the use of your property, buildings and/or structures:

See Attached Addendum / Narrative

Explain how the granting of a variance will not be a substantial detriment to the public good or a substantial impairment of the intent and purpose of the Zoning Ordinance:

See Attached Addendum / Narrative

7. Certification

I/we, the undersigned, do hereby certify that:

1. The information submitted here in is true and correct to the best of my/our knowledge and upon submittal becomes public record.
2. Fees are not refundable, and payment does not guarantee approval of the Zoning Hearing Board Application.
3. All additional required written graphic materials are attached to this application

Applicant Signature

Date Signed

Applicant's Name (Printed)

Landowner Sign (if different from Applicant)

Date Signed

Landowner's Name (Printed)

Craig R. Lewis, Esquire
Kaplin Stewart Meloff Reiter & Stein, PC
Union Meeting Corporate Center
910 Harvest Drive
Post Office Box 3037
Blue Bell, PA 19422
(610) 941-2584
rlewis@kaplaw.com

Attorneys for Applicant

**BEFORE THE ZONING HEARING BOARD
OF MOUNT JOY TOWNSHIP
LANCASTER COUNTY, PENNSYLVANIA**

In the Matter of:

Elizabethtown Mount Joy Associates, L.P.

Tax Account Nos. 461-00486-0-0000 and 461-82176-0-0000

Property Address: Northeast Quadrant of the Intersection of St. Rt. 230 and Cloverleaf Rd.

AMENDED ADDENDUM TO ZONING HEARING BOARD APPLICATION

Elizabethtown Mount Joy Associates, L.P. and Penmark Management Company, Inc. (collectively herein “**Penmark**”), by and through their attorney Craig R. Lewis, Esquire, hereby file this amended addendum to their Application to the Zoning Hearing Board of Mount Joy Township seeking variances to develop the property located at the northeast quadrant of the intersection of Cloverleaf Road and State Route 230 as a retail shopping center (as further described herein), and in support thereof states as follows:

1. **Name and Address of Applicant and Owners.** The Applicant in this matter Elizabethtown Mount Joy Associates, L.P. is an affiliate of Penmark Management Company, Inc. and is the legal owner of the property located at the northeast quadrant of the intersection of Cloverleaf Road and State Route, Elizabethtown, Mt. Joy Township, Lancaster County, PA (“**Property**”).

Owner acquired the Property by Deed dated August 10, 1977, a copy of which is attached hereto as **Exhibit “A”**.

2. **Description of the Property.** The Property is identified as Lancaster County Tax Account numbers 461-00486-0-0000 and 461-82176-0-0000. The Property is an irregularly shaped approximately 22.12-acre (+/-) tract of undeveloped land located at the northeast quadrant of the intersection of Cloverleaf Road and State Route 230 in Mt. Joy Township, Lancaster County, PA. the Property has substantial grade change sloping downward from the Northeast corner to the southwest corner.

3. **Zoning.** In accordance with the Mt. Joy Township Zoning Code (“**Code**”) and Mt. Joy Township Zoning Map, the Property is located in the C-1 Limited Commercial Zoning District (“**C1-District**”). The stated purpose of the C1-District is to allow “existing small-scale commercial uses to continue outside of the designated growth area”. Indeed, the C-1 District prescribes a minimum lot area of just 10,000 s.f. As such, at more than 22 acres (963,746+ s.f.) the Property is wholly inconsistent with the C-1 District and is therefore, uniquely affected by the C-1 District regulations which are designed to address small scale commercial/retail/office development.

4. **Improvements to Property.** As depicted on the plan prepared by DC Gohn, entitled “Proposed Site Plan for Mount Joy Town Center”, dated March 30, 2023, consisting of 3 sheets (“**Amended Site Plan**”) a copy of which is attached hereto as **Exhibit “B”**, Pennmark proposes to develop the Property as a retail shopping center (“**Proposed Development**”). As detailed on the Amended Site Plan, the Proposed Development consists of an approximately 5,600 s.f. Wawa convenience store with gas fueling station, a 22,100 s.f. (+/-) ALDI Grocery

store¹, an approximately 6,950 s.f. multi-tenant retail building, as well as three retail out parcels; two of which are proposed to have drive-thru facilities. In accordance with Code §135-32 the Proposed Development constitutes a “Shopping Center”.²

As also depicted on the Amended Site Plan, Pennmark proposes, consistent with the official Township map, to construct an extension of Norlanco Drive on a portion of the Property as well as on the adjacent property that it owns. The Norlanco Drive extension will intersect State Route 230 to form a signalized intersection. Pennmark will offer the Norlanco Drive extension for dedication to the Township, but unless and until the Township accepts dedication thereof, Pennmark will maintain the Norlanco Drive extension as well as the proposed signal. Access to the Proposed Development will include three connections to the Norlanco Drive extension, one Right-in/Right-out only access to Cloverleaf Road (identified as Access Drive “D”), one right-in only access point along Cloverleaf Road, and one right-in only access along state route 230.³

¹ As depicted on the Site Plan, the initial development will propose a 19,650 s.f. Aldi’s grocery store with a possible future expansion of 2,450 s.f.

² In accordance with Section 135-32 of the Zoning Ordinance, a “shopping center” may include is:

A lot including a total of three or more retail sales uses, personal service and/or restaurant establishments which cumulatively exceed 10,000 square feet of gross floor area. Such uses may be provided under one roof or in separate buildings designed as a cohesive development tract. In addition, a shopping center may also include other commercial uses that are permitted by right, as a special exception use or as a conditional use in the applicable district, under such standards, unless specifically stated otherwise.

Further, Section 135-256 regulates Retail stores and shopping centers in excess of 10,000 square feet and provides, inter alia, provides “(7) Drive-through facilities shall be permitted subject to §135-255”. Section 135-255 provides specific regulations for drive-thru facilities for “restaurants, retail uses, financial institutions or similar uses with drive-in or drive-through facilities”. As such, the proposed drive-through serviced retail or restaurant facilities would be a permitted part of the proposed “shopping center” if the requested relief is granted.

³ As discussed hereinafter, a Traffic Impact Study is included as part of this Application. The Traffic Impact study demonstrates that upon implementation of the recommended on-site and off-site improvements the Proposed Development will provide safe and efficient ingress and egress and provide required mitigation of traffic impacts at appropriate adjacent intersections. As part of its obligation to obtain a highway Occupancy Permit from PennDOT, Pennmark will be responsible to implement the recommended improvements set forth in the Traffic Impact Study;

As detailed on the Amended Site Plan, the Proposed Development Complies with all of the applicable area and bulk requirements of the C-1 District, e.g. minimum lot size, maximum impervious coverage, building coverage, building setbacks, building height, and required off-street parking facilities.

5. **Relief Requested.** As described above, although the Proposed Development complies with all applicable area and bulk requirements of the C-1 District, the Property's unique size and shape prohibit development consistent with the C-1 use regulations which are designed to foster development of "small-scale" commercial uses. Therefore, Applicant hereby requests the following relief to permit the Proposed Development:

Section 135-122 – a variance to permit a "shopping center" in the C-1 District. A shopping center is defined as any combination of 3 or more retail uses. The C-1 District requires any retail building to be less than 50,000 s.f. of gross floor area, thus the C1 District regulations permit development of a maximum of 99,998 s.f. of retail space on a parcel of more than 22 acres! The Proposed Development consists of 3 or more retail uses in six buildings totaling 111,350 s.f. Although constituting a "shopping Center" the Proposed Development nonetheless provides only 12% building coverage (50% is permitted by-right in the C-1 District).

Section 135-122 – a variance to permit vehicular fuel pumps in the C-1 District. As depicted on the Site Plan, the Proposed Development includes a proposed convenience store with vehicular fuel pumps. Although typically considered an accessory use to the permitted by-right convenience/retail store, the Code prescribes that fuel pumps are not a permitted use in the C-1 District. Additionally, two immediately adjacent properties currently provide vehicular fuel

some of which Pennmark may seek and be entitled to an offset of its obligations under the Township's Traffic Impact Ordinance and Article V-A of the Municipalities Planning Code.

pumps; such pumps are reasonable and necessary accessory use to the proposed convenience store use.

Section 135-256.A(1) – variance to permit a “shopping center” in excess of 50,000 s.f. in the C-1 District. Section 135-256 sets forth various criteria for any retail store or shopping center in excess of 10,000 s.f. As detailed below, the Proposed Development complies with these regulations with the exception that the Proposed Development exceeds 50,000 s.f. and is proposed to include vehicular fuel pumps.

Section 135-256.A(3) - variance to permit vehicular fuel pumps in the C-1 District. As noted above, vehicular fuel pumps are not a specifically permitted use in the C-1 District. Section 135-256.A(3) permits a shopping center in excess of 10,000 s.f. to be comprised of only those uses permitted by-right, or by special exception in the underlying zoning district. Therefore, as noted above, the proposed vehicular fuel pumps are not specifically permitted in a shopping center in excess of 10,000 s.f.

6. **Standards and Criteria.** As will be demonstrated by testimony and exhibits at the hearing in this matter, the Property is uniquely situated. The Property’s irregular shape and size are inconsistent with the C-1 District and thus prohibit a reasonable use of the Property absent relief from the Code. The failure to grant relief from the Code will impose an unnecessary hardship on the Property. The unique shape and size and resulting unnecessary hardship were not created by the owner/applicant. The requested relief represents the minimum relief necessary to afford a reasonable use of the Property. Further, the granting of the requested relief will not detrimentally impact the public health, safety and/or welfare.

Specific Criteria:

Section 135-256 – Although a Shopping Center is not a permitted by-right use in the C-1 District, section 135-256 of the Code provides regulations applicable to all retail stores and shopping centers containing a gross floor area in excess of 10,000 s.f. The Proposed Development complies with these requirements as follows:

A. General requirements.

(1) The floor area of a retail store or shopping center that is located in the C-1 District shall not exceed 50,000 square feet of gross floor area.

As noted above, due to the unique size and shape of the Property, Applicant requests a variance from this requirement to permit the Proposed Development.

(2) Not more than 15% of the total development tract utilized for a shopping center use shall be occupied by buildings.

As detailed on the Amended Site Plan, the Proposed Development provides a building coverage of only 12%, thus demonstrating compliance with this requirement.

(3) Individual uses of a shopping center may be located in detached and attached structures and shall include only uses permitted by right or by special exception within the zoning district the shopping center is to be located. Adult-oriented businesses, nightclubs, and manufactured home parks shall not be permitted as part of a shopping center development.

As detailed on the Amended Site Plan, the Proposed Development complies with this requirement. Additionally, no adult-oriented businesses, nightclubs and/or manufactured home parks are proposed as part of the Proposed Development.

(4) The distance, at the closest point of any two building or groups of units of attached buildings, shall not be less than 20 feet, unless a more stringent separation requirement is specified in this chapter.

As detailed on the Amended Site Plan, the Proposed Development complies with this requirement.

(5) Retail stores and shopping centers furnishing shopping carts or mobile baskets shall provide a definite area or areas on the site for the storage of said items. Storage areas shall be clearly marked and designated for the storage of shopping carts. If such spaces are located within the parking areas, they shall not be counted toward the required minimum off-street parking area.

As detailed on the Amended Site Plan, the Proposed Development provides designated shopping cart storage facilities. These storage facilities are not counted towards the required minimum off-street parking facilities.

(6) Retail stores and shopping centers in excess of 50,000 square feet of gross floor area shall be connected to and use public water and public sewer. The applicant shall present evidence that sewer and water capacity have been obtained or reserved from the applicable provider.

The Proposed Development will be served by public water and public sewer. Evidence of the same will be presented at the hearing in this matter.

(7) Drive-through facilities shall be permitted subject to § 135-255.

The Proposed Development includes drive-thru facilities which comply with the requirements of Section 135-255.

(8) Retail stores and shopping centers shall contain lighting facilities for buildings, signs, accessways, and parking areas shall be provided and arranged in a manner which will protect the highway and neighboring properties from glare or hazardous interference of any kind.

As detailed on the plans entitled "Site Lighting Calculations" prepared by Independence Lighting, dated February 28, 2023, consisting of 8 sheets ("**Lighting Plans**"), a copy of which is attached hereto as **Exhibit "C"**, the Proposed Development complies with the lighting requirements of this section.

B. Buffer and landscaping requirements

(1) Buffer yards shall be provided alongside and rear property lines which are adjacent to a residential district. The buffer yards shall have a width of 80 feet, measured from the side and rear property lines. Required buffer yards may overlap any required yard; and in the case of conflict, the larger yard requirement shall apply. The buffer yard shall be planted with ground cover, trees and shrubs and a landscape screen. The landscape screen shall consist of one row, staggered, of mixed evergreen and deciduous trees, which shall be at least six feet in height when planted and shall not be spaced more than 10 feet apart on center, and two rows, staggered, of

mixed broadleaf and needle evergreen shrubs, which shall be at least three feet in height when planted and shall not be spaced more than five feet apart on center. The trees shall be of such species so as to attain a height at maturity of not less than 20 feet. The shrubs shall be of such species as to provide continuous screening from the ground to a height of six feet at maturity. Deciduous plant materials shall comprise no more than 30% of the number of plants in the buffer. Trees shall be planted so that, at maturity, they shall not be closer than 10 feet to any property line.

The side and rear yards of the Property do not abut a residential district and therefore these regulations do not apply. Nonetheless, the Proposed Development includes substantial landscaping proposals which are detailed on plans prepared by Seidel Planning and Design, entitled "Mount Joy Towne Center" dated March 1, 2023 ("Landscape Plan") a copy of which is attached hereto as **Exhibit "D"**.

(2) Parking areas shall not be located within the side or rear buffer yards. A landscape strip and screen shall be provided around the perimeter of all parking areas adjacent to land within a residential district or land which is principally a residential use at the time of application. The landscape strip and screen shall be installed, maintained and contain such materials as required by § 135-299.

As detailed on the Amended Site Plan and Landscape Plan, the Proposed Development complies with these requirements.

(3) If the drainage swales or easements or basins interfere with the buffer or screening areas, the buffers or screens shall be placed further toward the interior of the lot to accomplish the intent of this § 135-256. All buffer areas and landscape areas shall be maintained and kept free of all structures, rubbish and debris. Required plant material located in these areas which become diseased or dies shall be replaced by the property owner in order to maintain the requirements of this § 135-256B.

As detailed on the Amended Site Plan and Landscape Plan, the Proposed Development complies with these requirements.

C. Traffic Control, access and study requirements.

(1) Any retail store or shopping center in excess of 30,000 square feet shall be required to contain at least two separate points of ingress and egress to the development tract. The development tract shall front on an arterial or collector street, as established by § 135-301 of this chapter.

As depicted on the Amended Site Plan, the Proposed Development provides more than 2 separate points of ingress and egress and the Property fronts on an arterial or collector street, thus satisfying the requirements of this section.

(2) All developers and/or applicants for a retail store or shopping center use that is in excess of 30,000 square feet of gross floor area shall submit a traffic impact study which meets the requirements of Chapter 119, Subdivision and Land Development. The study shall be presented to the Zoning Hearing Board at the time of special exception application.

A traffic study for the Proposed Development was prepared by Grove Miller Engineering, Inc. and is dated February 2023 (“**Traffic Study**”), a copy of the executive summary of which is attached hereto as **Exhibit “E.”**⁴ The Traffic Study complies with the requirements set forth in the Subdivision and Land Development Ordinance as well as PennDOT regulations.

(3) A retail store or shopping center in excess of 50,000 square feet of gross floor area shall provide an improved bus stop which shall be conveniently accessible for patrons who would travel to and from the site by bus. Such bus stop shall include a shelter, seating, a waste receptacle, and at least one shade tree. The location of the required bus stop shall be reviewed by and be acceptable to the Red Rose Transit Authority. If service is currently unavailable along the subject property, the applicant shall provide a cash escrow fund in lieu of constructing the bus shelter or enter into an agreement with the Township to install such bus shelter at the time bus routes are added or changed to provide access to the retail or shopping center use; such agreement shall be recorded at the Lancaster Recorder of Deeds Office, shall be referenced on the land development plan and shall be in a form acceptable to the Township Solicitor. An easement area shall be designated on the plans for the future location of the bus stop. The easement area shall be reviewed and be acceptable to the Red Rose Transit Authority.

As detailed on the Amended Site Plan, the Proposed Development includes the required bus facilities. Additional details of the bus facilities including approval of the same by SCTA are provided on the plans prepared by Pennmark (“**Transportation Details and Design Incentives**”) which are attached hereto as **Exhibit “F.”**

⁴ Complete copies of the Traffic Study have previously been provided to the Township. Additional electronic or paper copies of the complete study, with all appendices will be provided if requested.

(4) Any retail store or shopping center in excess of 50,000 square feet of gross floor area that is located within one mile of a Route 283 interchange shall integrate a portion of the required off-street parking spaces for public use as a park-and-ride facility. The facility shall be readily identifiable and conveniently accessible to passing motorists. At least 3% of the parking spaces provided for the use shall be for public use as a park-and-ride area. The Zoning Hearing Board may permit the required number of parking spaces to be provided for public use as a park-and-ride area to be reduced by special exception in accordance with the following criteria.

As detailed on the Amended Site Plan and Transportation Details and Design Incentives, the Proposed Development complies with this requirement.

(5) All retail stores and shopping centers shall contain pedestrian walkways which shall provide safe and convenient pedestrian linkages to any nearby residential-zoned properties and neighborhoods and other commercial or industrial developments.

As detailed on the Amended Site Plan, the Proposed Development provides pedestrian walkways providing safe and convenient pedestrian linkages. Additional details of the proposed pedestrian facilities are included on the plans prepared by Pennmark (“**Streetscape Details**”) which are attached hereto as **Exhibit “G”**.

D. Building design and architectural considerations.

(1) All retail stores and shopping centers shall be constructed in accordance with an overall plan and shall be designed as a single architectural style with appropriate landscaping. Retail stores and shopping centers that are located in the C-1 District shall contain an architectural style that is reminiscent of the residential and rural areas of the Township which are located in close proximity to the C-1 Zoning District. A "Commercial Village" style of development shall be utilized to the greatest extent possible in the C-1 District.

As noted above, PennMark has prepared various detail plans, identified as **Exhibit “F”** and **Exhibit “G”**, which include architectural sketches of the Proposed Development as well as details of the other facilities to be provided within the proposed Development. In addition thereto, attached hereto as **Exhibit “H”** is an architectural plan prepared by Hex9 Architects, dated February 28, 2023 (“**Shopping Center Elevation**”), as **Exhibit “I”**, a plan prepared by HFA architects, depicting the proposed Wawa convenience store, and as **Exhibit “J”**, a plan prepared by APD Engineering and Architecture, depicting the

proposed Aldi grocery store. Collectively, along with testimony to be presented at the hearing in this matter, demonstrate compliance with this requirement.

(2) Whenever an individual building of 30,000 square feet of gross leasable floor area or greater on the ground floor is proposed, the applicant shall provide for all of the following building design elements:

(a) The building shall not have a flat roof, unless it has a parapet wall screening all mechanical equipment from public view along streets and sidewalks; and

(b) The length of the façade of any new building which exceeds 32 feet in length shall have vertical design elements, such as pilasters, columns, piers, or recesses or projections of one to four feet, so that no new vertical bay or section of a building façade exceeds 32 continuous feet in length

Compliance with these requirements is demonstrated by the Amended Site Plan as well as the Exhibit “F” and the Elevation attached as Exhibit “H”.

E. Design incentives for shopping centers.

(1) Purpose and intent. In accordance with § 603(c)(6) of the MPC,[1] this § 135-256E provides an optional set of design standards that can be applied to shopping centers which increase the permissible density. These optional design standards seek to achieve a "Main Street Environment" that is pedestrian oriented. All of the design standards are vital if this environment is to be achieved. Should developers opt to utilize these standards, the opportunity for substantial density bonuses exist, and are, therefore, considered voluntarily self-imposed by prospective developers, but are enforceable by the Township. The substantial density bonuses have been provided to offset the increased costs of providing a "high-quality" development that features aesthetically appealing building and streetscape design with authentic construction materials (e.g., stone, brick, wood, slate), abundant and diverse native landscape materials, and other streetscape and public amenities often overlooked within contemporary suburban shopping centers.

As detailed in Exhibits “F” and “G” the Proposed Development is consistent with the intent of this section and satisfies the requirements necessary to achieve the below noted design incentives.

(2) Purposes and goals. In addition to the purposes and community development objectives identified in Article II of this chapter, the following purposes shall apply to this § 135-256E:

(a) Enhance the existing commercial areas with additional amenities and improvements to the streetscape and design of commercial buildings.

(b) Provide multi-modal transportation opportunities including mass transit facilities, pedestrian trail connections and sidewalk connections.

(c) Encourage a mix of uses with a focus on shopping and retail with community facilities including, green spaces, plazas, promenades and other gathering places.

(d) Foster a commercial-village or main street type of environment and not strip commercial development.

(e) Devise techniques to limit and/or tame big-box retail uses so they do not dominate the remaining landscape of the commercial areas of the Township.

As noted above and will be address through direct testimony at the hearing, the Proposed Development satisfies the purposes and goals of the noted shopping center design incentives. Details on compliance with Section 135-256.E are set forth in Exhibit “F”, Exhibit “G” and Exhibit “I”.

(3) This § 135-256E has different land use and design requirements from those contained in this and other ordinances of the Township. To the extent the regulations within this section differ (are more or less restrictive) from others, those within this section shall govern. However, all other provisions for retail stores and shopping centers identified in § 135-256, and any other applicable Township ordinance provision that is not specifically addressed by this section shall remain in full affect. The developer shall state his/her intent to utilize these optional design guidelines at the time of submitting an application for special exception approval for a shopping center.

(4) Developers may choose to implement any or all of the design incentives in this § 135-256E. Specific incentives are available for each item that is utilized.

(5) A manual of written and graphic design guidelines shall be prepared by all applicants to detail the streetscape, landscape, and building design features of any development utilizing the optional design standards of this section. This manual shall be presented to the Zoning Hearing Board with the application for a special exception

The required manual and written and graphic guideline are attached hereto as Exhibit “G”.

(6) Streetscape details. Developments that comply with all of the following requirements shall be eligible to increase the maximum impervious coverage by an additional 5%. A developer desiring to use the streetscape design incentive must present evidence to the Zoning Hearing Board as part of the special exception application that the developer will meet all of the following requirements for the design incentive:

(a) Sidewalks.

[1] Sidewalks shall be provided parallel to the street right-of-way. If a new street is proposed that divides the subject property, or the developer owns an adjacent lot across

an existing street from the subject property, sidewalks shall be constructed on both sides of the street.

[2] All sidewalks that provide access to storefronts shall be at least eight feet in width; all other sidewalks shall be a minimum width of five feet in width. Outdoor seating for cafes should be limited to patios or plazas or otherwise situated that a four-foot clearance width on sidewalks will be provided.

[3] All sidewalks shall be constructed of either brick, stone, precast ornamental concrete pavers, poured-in-place concrete, or patterned poured concrete.

[4] When constructed of poured-in-place concrete, control joints shall be provided at intervals no greater than 36 inches. All concrete sidewalk surfaces shall be divided across their width into at least two sections formed by control joints. The primary surface of concrete shall have a broom finish and an area two inches in width, parallel to the control joints, shall have a smooth-troweled finish

Compliance with the design incentive requirements is detailed in the written and graphic guidelines attached hereto as Exhibit "G".

(b) Planting strips. Planting strips shall be provided parallel to the street right-of-way between the required concrete curb and sidewalk. Planting strips shall be a minimum of five feet wide and shall include a variety of seasonal plantings and street trees in accordance with the following requirements:

[1] Street trees shall be provided at regular intervals along the street right-of-way, including any internal streets and access drives to the development.

[2] One street tree shall be provided for every 50 linear feet of lot frontage abutting each side of a right-of-way.

[3] Street trees, at the time of planting, shall be no less than three to 3 1/2 inches in caliper and shall be in accordance with the latest edition of the American Standard for Nursery Stock of the American Association of Nurserymen.

[4] All street trees shall be one of the following species or cultivars:

Compliance with the Planting Strips design incentive requirements is detailed in the written and graphic guidelines attached hereto as Exhibit "G".

(c) Curbs.

[1] Concrete curbs shall be provided along the edge of a street cartway. If a new or existing street divides the development tract, concrete curbs shall be provided on both sides of the road.

[2] All curbs shall be in accordance with Township specifications.

Compliance with the curbing requirements of the design incentive requirements is detailed in the written and graphic guidelines attached hereto as Exhibit “G”.

(d) Pedestrian crosswalks.

[1] Pedestrian crosswalks shall be provided at the following locations:

[a] All new street intersections.

[b] At any location where a bicycle path, walking trail or other pedestrian way crosses a street, access drive or other vehicular way.

[2] Pedestrian crosswalks shall be no less than six feet in width.

[3] Pedestrian crosswalks shall conform to PennDOT specifications.

[4] If the pedestrian crosswalk is at an intersection controlled by a traffic signal, pedestrian signals shall be installed and maintained to help ensure pedestrian safety.

Compliance with the Pedestrian crosswalk design incentive requirements is detailed on the Amended Site Plan as well as in the written and graphic guidelines attached hereto as Exhibit “G”.

(e) Pedestrian-scaled, ornamental streetlights along new streets and accessways

[1] Pedestrian-scaled, ornamental streetlights shall be provided at regular intervals along both sides of any internal street, access drive and pedestrian walkways within the proposed development.

[2] One pedestrian-scaled, ornamental streetlight shall be provided for every 100 to 150 linear feet of parcel frontage abutting each side of a right-of-way.

[3] Pedestrian-scaled, ornamental streetlights, when installed, shall be no taller than 20 feet measured from the mounting surface to the top of the fixture.

[4] Pedestrian-scaled, ornamental streetlights, when installed, shall be at least 12 feet in height measured from the mounting surface to the top of the fixture.

[5] Pedestrian-scaled, ornamental streetlights fixtures shall be Spring City Electrical Manufacturing Company, Villa model, or approved equal.

[6] Pedestrian-scaled, ornamental streetlights shall have a matte black finish.

Compliance with the Pedestrian scaled, ornamental streetlights design incentive is detailed in the written and graphic guidelines attached hereto as Exhibit “G”.

(f) Benches. Benches shall be provided along all streets and pedestrian walkways that are adjacent to storefronts and are intended to increase pedestrian activity and enhance the

character of the town center development. One bench shall be provided for every 200 feet of linear street or pedestrian way that provides access to storefronts in the development. Benches need not be evenly distributed throughout the development.

Compliance with the benches design incentive requirements is detailed in the written and graphic guidelines attached hereto as Exhibit “G”.

(g) Building setbacks from streets. Building walls that front along an internal street or access drive of the development may be permitted to front against the edge of the street or access drive as long as the minimum separation distance between building walls on both sides of the street is 65 feet.

Compliance with the building setbacks component of the design incentive requirements is detailed on the Amended Site plan and in the written and graphic guidelines attached hereto as Exhibit “G”.

(7) Main Street design incentive. Developments that comply with all of the following requirements shall be eligible to increase the maximum building coverage by an additional 5%.

Applicant is not seeking the incentives offered by the Section of the Code.

(8) Building façade design incentive. Developments that comply with all of the following requirements shall be eligible to increase the maximum building coverage by an additional 5%. A developer desiring to use the building façade design incentive must present evidence to the Zoning Hearing Board as part of the special exception application that the developer will meet all of the following requirements for the design incentive:

Applicant is not seeking the incentives offered by the Section of the Code.

WHEREFORE, Applicant requests that the Zoning Hearing Board grant the requested variances from Sections 135-122.C, 135-256.A(1) and 135-256.A(3) of the Mt Joy Township Zoning Ordinance and such other relief as is necessary to permit the Proposed Development.

Respectfully Submitted,



CRAIG R. LEWIS, ESQUIRE
Attorney for Applicant

Date:

EXHIBIT “A”

Deed

EXHIBIT “B”

Site Plan

EXHIBIT “C”

Lighting Plan

EXHIBIT “D”

Landscape Plan

EXHIBIT “E”

Traffic Study

EXHIBIT “F”

Transportation Details and Design Incentives

EXHIBIT “G”

Streetscape Details

EXHIBIT “H”

Shopping Center Architectural Rendering

EXHIBIT “I”
Wawa Rendering

EXHIBIT “H”

Aldi Rendering

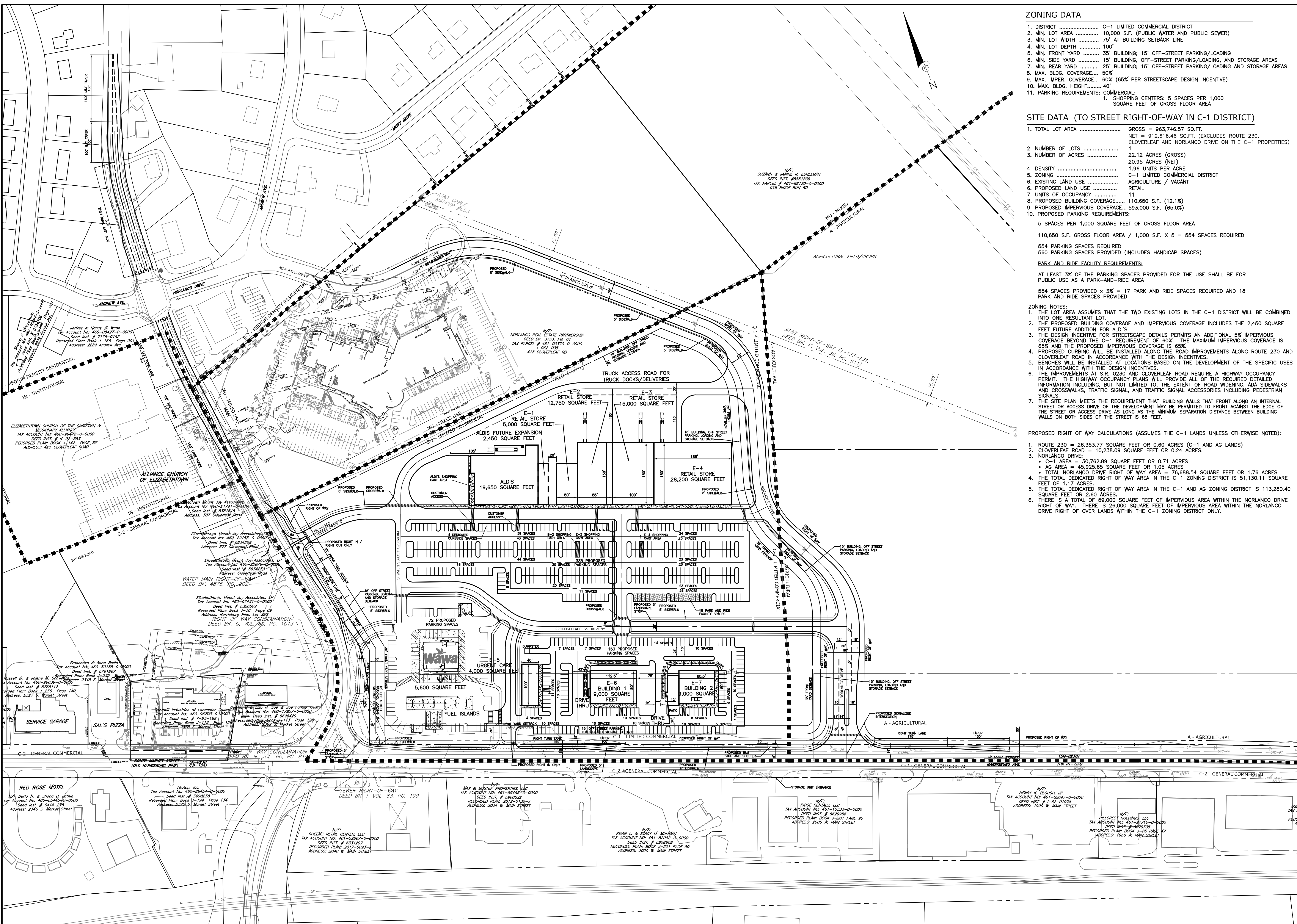
Exhibit A-3 Aerial Photograph

Google Maps Mt Joy Township



Imagery ©2023 Maxar Technologies, PA Department of Conservation and Natural Resources-PAMAP/USGS, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 200 ft

Exhibit A-4 Amended Zoning Plan, dated March 30, 2023 (3 sheets)



ZONING DATA

- DISTRICT C-1 LIMITED COMMERCIAL DISTRICT
- MIN. LOT AREA 10,000 S.F. (PUBLIC WATER AND PUBLIC SEWER)
- MIN. LOT WIDTH 75' AT BUILDING SETBACK LINE
- MIN. LOT DEPTH 100'
- MIN. FRONT YARD 35' BUILDING; 15' OFF-STREET PARKING/LOADING
- MIN. SIDE YARD 15' BUILDING, OFF-STREET PARKING/LOADING, AND STORAGE AREAS
- MIN. REAR YARD 25' BUILDING; 15' OFF-STREET PARKING/LOADING AND STORAGE AREAS
- MAX. BLDG. COVERAGE 50%
- MAX. IMPER. COVERAGE 60% (65% PER STREETScape DESIGN INCENTIVE)
- MAX. BLDG. HEIGHT 40'
- PARKING REQUIREMENTS: COMMERCIAL:
 - SHOPPING CENTERS: 5 SPACES PER 1,000 SQUARE FEET OF GROSS FLOOR AREA

SITE DATA (TO STREET RIGHT-OF-WAY IN C-1 DISTRICT)

- TOTAL LOT AREA GROSS = 963,746.57 SQ.FT.
NET = 912,616.46 SQ.FT. (EXCLUDES ROUTE 230, CLOVERLEAF AND NORLANCO DRIVE ON THE C-1 PROPERTIES)
- NUMBER OF LOTS 1
- NUMBER OF ACRES 22.12 ACRES (GROSS)
20.95 ACRES (NET)
- DENSITY 1.96 UNITS PER ACRE
- ZONING C-1 LIMITED COMMERCIAL DISTRICT
- EXISTING LAND USE AGRICULTURE / VACANT
- PROPOSED LAND USE RETAIL
- UNITS OF OCCUPANCY 11
- PROPOSED BUILDING COVERAGE 110,650 S.F. (12.1%)
- PROPOSED IMPERVIOUS COVERAGE 593,000 S.F. (65.0%)
- PROPOSED PARKING REQUIREMENTS:
 - 5 SPACES PER 1,000 SQUARE FEET OF GROSS FLOOR AREA

110,650 S.F. GROSS FLOOR AREA / 1,000 S.F. X 5 = 554 SPACES REQUIRED
554 PARKING SPACES REQUIRED
560 PARKING SPACES PROVIDED (INCLUDES HANDICAP SPACES)

PARK AND RIDE FACILITY REQUIREMENTS:
AT LEAST 3% OF THE PARKING SPACES PROVIDED FOR THE USE SHALL BE FOR PUBLIC USE AS A PARK-AND-RIDE AREA
554 SPACES PROVIDED X 3% = 17 PARK AND RIDE SPACES REQUIRED AND 18 PARK AND RIDE SPACES PROVIDED

ZONING NOTES:

- THE LOT AREA ASSUMES THAT THE TWO EXISTING LOTS IN THE C-1 DISTRICT WILL BE COMBINED INTO ONE RESULTANT LOT.
- THE PROPOSED BUILDING COVERAGE AND IMPERVIOUS COVERAGE INCLUDES THE 2,450 SQUARE FEET FUTURE ADDITION FOR ALDIS.
- THE DESIGN INCENTIVE FOR STREETScape DETAILS PERMITS AN ADDITIONAL 5% IMPERVIOUS COVERAGE BEYOND THE C-1 REQUIREMENT OF 60%. THE MAXIMUM IMPERVIOUS COVERAGE IS 65% AND THE PROPOSED IMPERVIOUS COVERAGE IS 65%.
- PROPOSED CURBING WILL BE INSTALLED ALONG THE ROAD IMPROVEMENTS ALONG ROUTE 230 AND CLOVERLEAF ROAD IN ACCORDANCE WITH THE DESIGN INCENTIVES.
- BENCHES WILL BE INSTALLED AT LOCATIONS BASED ON THE DEVELOPMENT OF THE SPECIFIC USES IN ACCORDANCE WITH THE DESIGN INCENTIVES.
- THE IMPROVEMENTS AT S.R. 0230 AND CLOVERLEAF ROAD REQUIRE A HIGHWAY OCCUPANCY PERMIT. THE HIGHWAY OCCUPANCY PLANS WILL PROVIDE ALL OF THE REQUIRED DETAILED INFORMATION INCLUDING, BUT NOT LIMITED TO, THE EXTENT OF ROAD WIDENING, ADA SIDEWALKS AND CROSSWALKS, TRAFFIC SIGNAL, AND TRAFFIC SIGNAL ACCESSORIES INCLUDING PEDESTRIAN SIGNALS.
- THE SITE PLAN MEETS THE REQUIREMENT THAT BUILDING WALLS THAT FRONT ALONG AN INTERNAL STREET OR ACCESS DRIVE OF THE DEVELOPMENT MAY BE PERMITTED TO FRONT AGAINST THE EDGE OF THE STREET OR ACCESS DRIVE AS LONG AS THE MINIMUM SEPARATION DISTANCE BETWEEN BUILDING WALLS ON BOTH SIDES OF THE STREET IS 65 FEET.

PROPOSED RIGHT OF WAY CALCULATIONS (ASSUMES THE C-1 LANDS UNLESS OTHERWISE NOTED):

- ROUTE 230 = 26,353.77 SQUARE FEET OR 0.60 ACRES (C-1 AND AG LANDS)
- CLOVERLEAF ROAD = 10,238.09 SQUARE FEET OR 0.24 ACRES.
- NORLANCO DRIVE:
 - C-1 AREA = 30,762.89 SQUARE FEET OR 0.71 ACRES
 - AG AREA = 45,925.69 SQUARE FEET OR 1.05 ACRES
 - TOTAL NORLANCO DRIVE RIGHT OF WAY AREA = 76,688.54 SQUARE FEET OR 1.76 ACRES
- THE TOTAL DEDICATED RIGHT OF WAY AREA IN THE C-1 ZONING DISTRICT IS 51,130.11 SQUARE FEET OF 1.17 ACRES
- THE TOTAL DEDICATED RIGHT OF WAY AREA IN THE C-1 AND AG ZONING DISTRICT IS 113,280.40 SQUARE FEET OR 2.60 ACRES.
- THERE IS A TOTAL OF 59,000 SQUARE FEET OF IMPERVIOUS AREA WITHIN THE NORLANCO DRIVE RIGHT OF WAY. THERE IS 26,000 SQUARE FEET OF IMPERVIOUS AREA WITHIN THE NORLANCO DRIVE RIGHT OF WAY OVER LANDS WITHIN THE C-1 ZONING DISTRICT ONLY.

OWNERS: TRACT 1 AND TRACT 2 NAME: ELIZABETHTOWN MOUNT JOY ASSOCIATES, LP ADDRESS: 1000 GERMANTOWN RD SUITE A - 2 PLYMOUTH MEETING, PA 19462	OWNERS: PREMISE A AND PREMISE B NAME: ELIZABETHTOWN ASSOCIATES ADDRESS: 1000 GERMANTOWN RD SUITE A - 2 PLYMOUTH MEETING, PA 19462	OWNER: ELIZABETHTOWN ASSOCIATES ADDRESS: 1000 GERMANTOWN RD SUITE A - 2 PLYMOUTH MEETING, PA 19462	OWNER: ELIZABETHTOWN ASSOCIATES ADDRESS: 1000 GERMANTOWN RD SUITE A - 2 PLYMOUTH MEETING, PA 19462	OWNER: ELIZABETHTOWN ASSOCIATES ADDRESS: 1000 GERMANTOWN RD SUITE A - 2 PLYMOUTH MEETING, PA 19462	OWNER: ELIZABETHTOWN ASSOCIATES ADDRESS: 1000 GERMANTOWN RD SUITE A - 2 PLYMOUTH MEETING, PA 19462
SOURCE OF TITLE: DEED INST. # 5160060 LANC. CO. TAX ACCT.: 461-41855-0-0000	SOURCE OF TITLE: DEED BK. U. VOL. 71, PG. 21 LANC. CO. TAX ACCT.: 461-00486-0-0000	SOURCE OF TITLE: DEED BK. U. VOL. 71, PG. 21 LANC. CO. TAX ACCT.: 461-00486-0-0000	SOURCE OF TITLE: DEED BK. U. VOL. 71, PG. 21 LANC. CO. TAX ACCT.: 461-00486-0-0000	SOURCE OF TITLE: DEED BK. U. VOL. 71, PG. 21 LANC. CO. TAX ACCT.: 461-00486-0-0000	SOURCE OF TITLE: DEED BK. U. VOL. 71, PG. 21 LANC. CO. TAX ACCT.: 461-00486-0-0000
PROJECT NO.: 4939-50	DATE: MARCH 30, 2023	DRAWN BY: BRC	CHECKED BY: BRC	SCALE: 1"=100'	SCALE IN FEET: 100', 50', 100'
<p>PROPOSED SITE PLAN FOR MOUNT JOY TOWN CENTER</p> <p>PENMARK MANAGEMENT COMPANY MOUNT JOY TOWNSHIP LANCASTER COUNTY, PENNSYLVANIA</p>					
DRAWING #: CG-2991A					
SHEET #: 1 OF 3					

FILENAME: C:\Users\Abcote\AppData\Local\Temp\A\p\Miller_17464\C-1 Zoning Site Plan - Nanticoke Drive\dwg - XREFS: P:\4939\N\Zoning Hearing Board\3002300PAS_PEMA_2018.rvt IMAGES: P:\4939\N\Zoning Hearing Board\3002300PAS_PEMA_2018.rvt PLOTTED: April 12, 2023 @ 01:36PM

[2] Design Resources

Basic Bus Stop Elements

Bus stop elements are curbside facilities located at a bus stop to provide safe access to the bus service, make the stop visible, and enhance the comfort of waiting passengers.

- 1 ADA Loading Pad**
 - Firm and stable surface
 - Minimum clear length of 8' measured perpendicular to the roadway
 - Minimum clear width of 5' measured parallel to the roadway
- 2 Informational Signage**
 - Minimum 2' between the sign support and the curb/edge of the roadway
 - Not obstructing pedestrian route
 - Mounted on a post (or a shelter) that does not include any traffic control devices
- 3 Shelter, Bench, Bicycle Parking, Lighting, Trash Receptacle, and other Amenities (optional)**
 - Locate amenities to ensure they do not obstruct access to the bus stop or the pedestrian access route
 - Consider maintenance responsibilities and requirements before installation
- 4 Accessible Route**
 - Desirable minimum width of 4' with a required minimum clear width of 3'
- 5 Accessible Route (through the stop and to destinations)**
 - Firm, stable, and slip resistant surface
 - Desirable minimum width of 5' with a required minimum clear width of 4'
- 6 Clear Zone for Rear Door and Waiting Area**
 - Level area free of obstructions to wait for the bus and access the bus via the rear door
- 7 No Parking Signs or Designation (if applicable)**
 - No parking may be designated with signs, painted curbs, and/or pavement markings
 - Municipalities are responsible for no parking designations

6 Clear Zone for Rear Door and Waiting Area

- Locate trees, landscape, and stormwater management features to ensure they do not obstruct access for pedestrians or visibility

See Resource Guide Pages 2-18 to 2-30

Building Better Bus Stops Resource Guide Quick Reference pcta.net/pages/betterbusstops

SOUTH CENTRAL TRANSIT AUTHORITY NOTES: GUIDELINES FOR BUS STOPS AND BUS SHELTERS (Updated 1/24/2022)

CONSTRUCTION OF BUS STOP AND CONCRETE PAD FOR SHELTER

The construction of the bus stop will be done in accordance with local construction requirements and guidelines with consideration of the ADA Standards and Guidelines.

- The bus shelter supplier provides specifications for the construction of the concrete pad. The typical pad concrete specifications listed below may be modified based on the requirements of an individual supplier, project need and local construction requirements and guidelines.
 - Size of concrete pad will depend on the size of the shelter installed. Example: for a 5 FT x 8 FT shelter the recommended concrete pad measures a minimum of 6 FT x 10 FT.
 - Concrete pads to be 3000 PSI concrete 6 inches to 8 inches thick, 3 inch to 4 inch slump and 5 - 7% air entrained.
 - 1/4 inch gravel - 4 inches to 6 inches deep underlay.
 - Fiberglass mesh screen or steel re-bar for re-enforcement.
 - Fiber board at perimeter and expansion joints when pad exceeds 12 FT in length.
 - Exposed edges to have a 1 inch chamfer.
 - Pad surface shall be broom finished.
 - Shelters must be grounded as per local electrical codes.
 - Minimum 21 day slab cure prior to bus shelter anchor installation.

CONSTRUCTION OF BOARDING AND ALIGHTING AREA

The construction of a Boarding and Alighting Area will be done in accordance with local construction requirements and guidelines with consideration of the ADA Standards and Guidelines.

ADA STANDARDS AND GUIDELINES

The following information regarding the applicable ADA Standards and Guidelines is provided as a summary reference. The documents referenced below shall be consulted if there are detailed questions or a need for interpretation. Construction and installation that occurs shall be done in accordance with the ADA Standards and Guidelines as described in the reference documents.

Boarding and Alighting Area

For an accessible bus stop, SCTA needs a boarding and alighting area for the deployment of the bus ramp that is a minimum of 60 inches long parallel to the roadway and a minimum of 96 inches perpendicular to the roadway from the curb. If the project has a grass strip between the curb and sidewalk, the concrete boarding and alighting area must cover the grass area between the curb and sidewalk.

In order to meet the requirement for a boarding and alighting area at a bus stop, there is typically no need to depress the boarding and alighting area and curb in order for the bus stop area to be level with the street pavement. The boarding and alighting area will be constructed and incorporated as part of the typical construction of the curb and sidewalk.

Parallel to the roadway the slope of the boarding and alighting area is the same as the roadway to the maximum extent practicable. Perpendicular to the roadway the slope is ≤ 1:48 (2.1%).

Connections

Bus stop boarding and alighting areas and bus shelters shall be connected to streets, sidewalks or pedestrian paths by an accessible route complying with ADA standards.

Bus Shelters

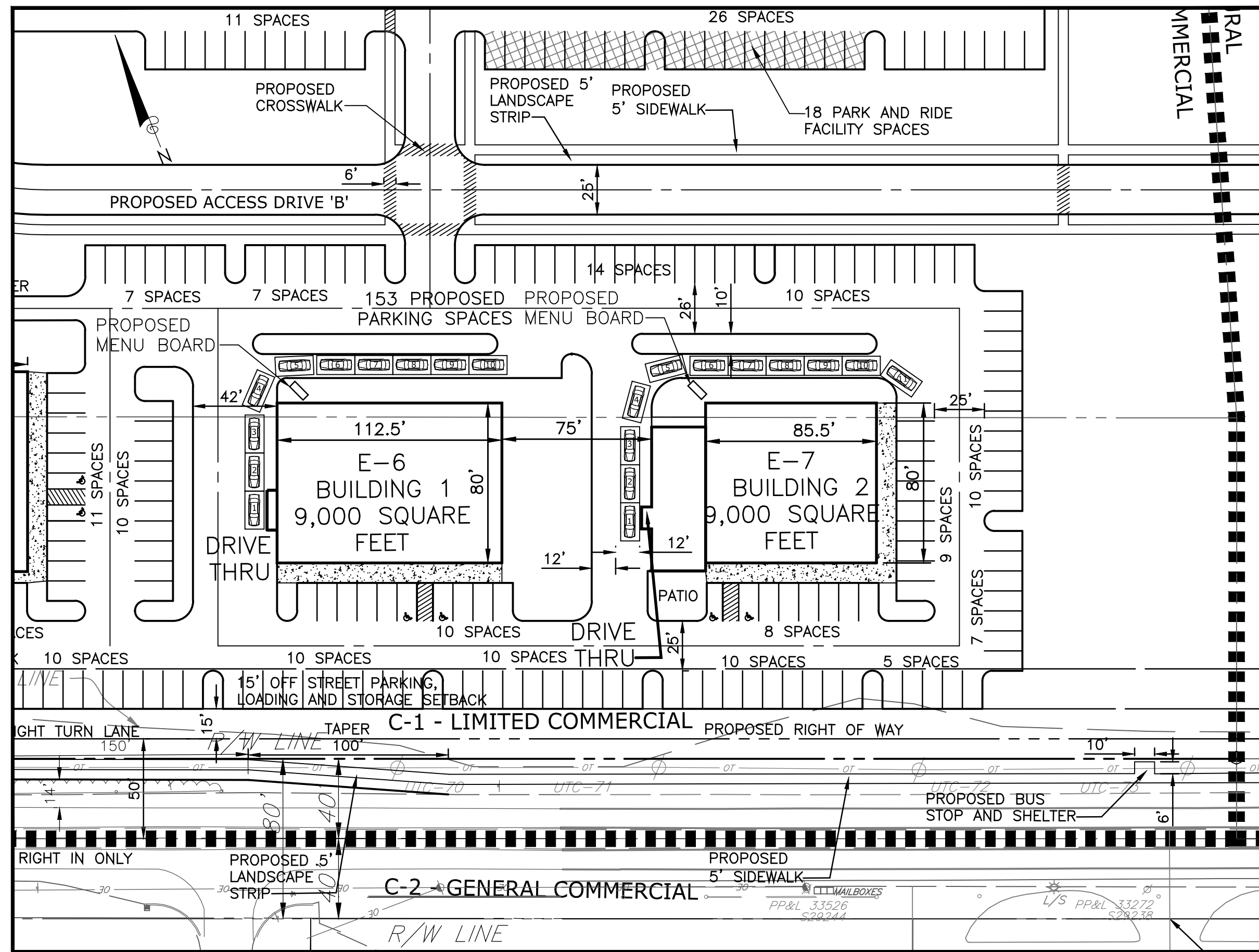
The bus shelter shall be connected by an accessible route complying with ADA standards to the bus stop boarding and alighting area.

Clear floor space of ≥ 30 inches by ≥ 48 inches entirely within the shelter.

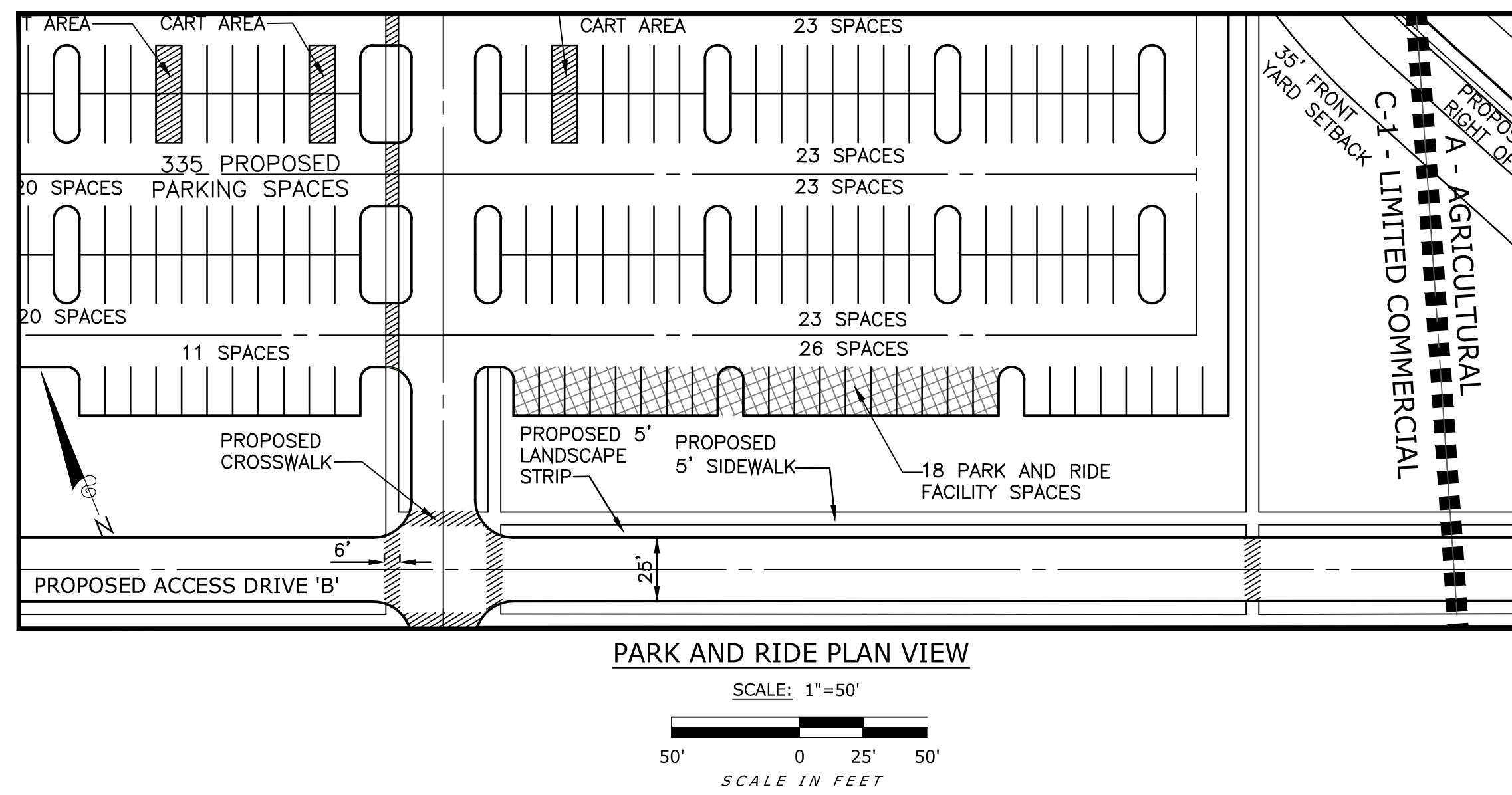
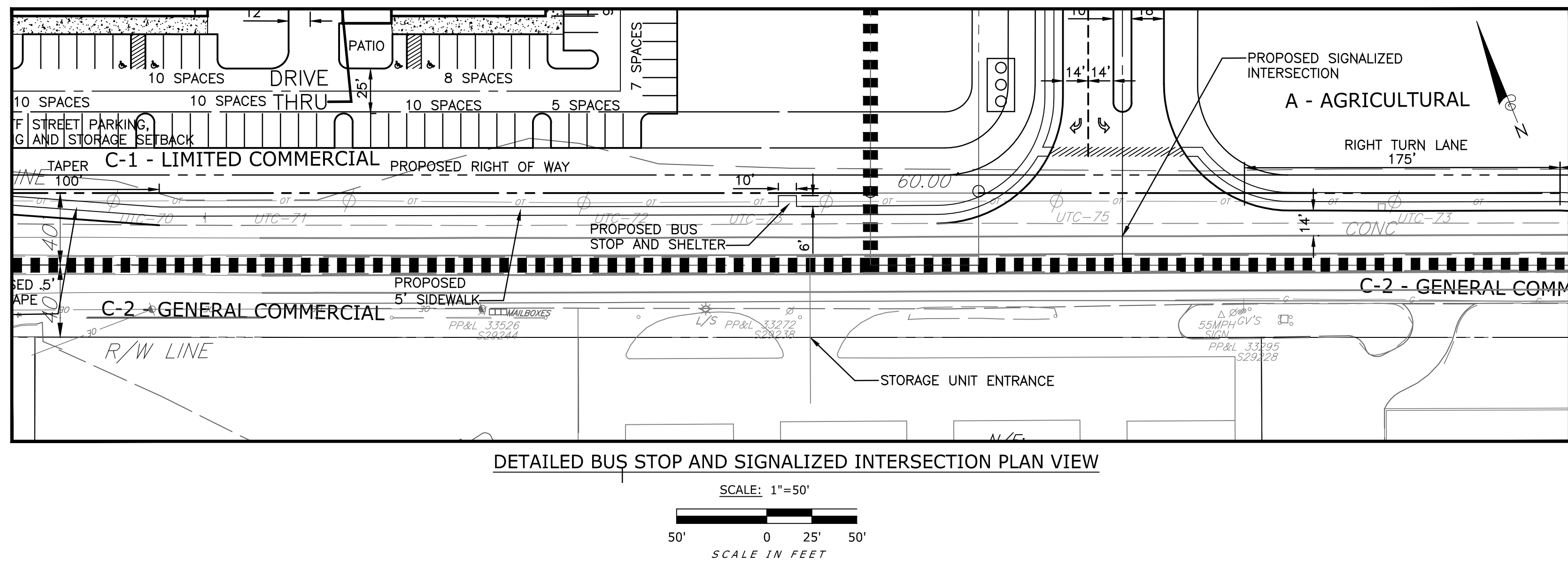
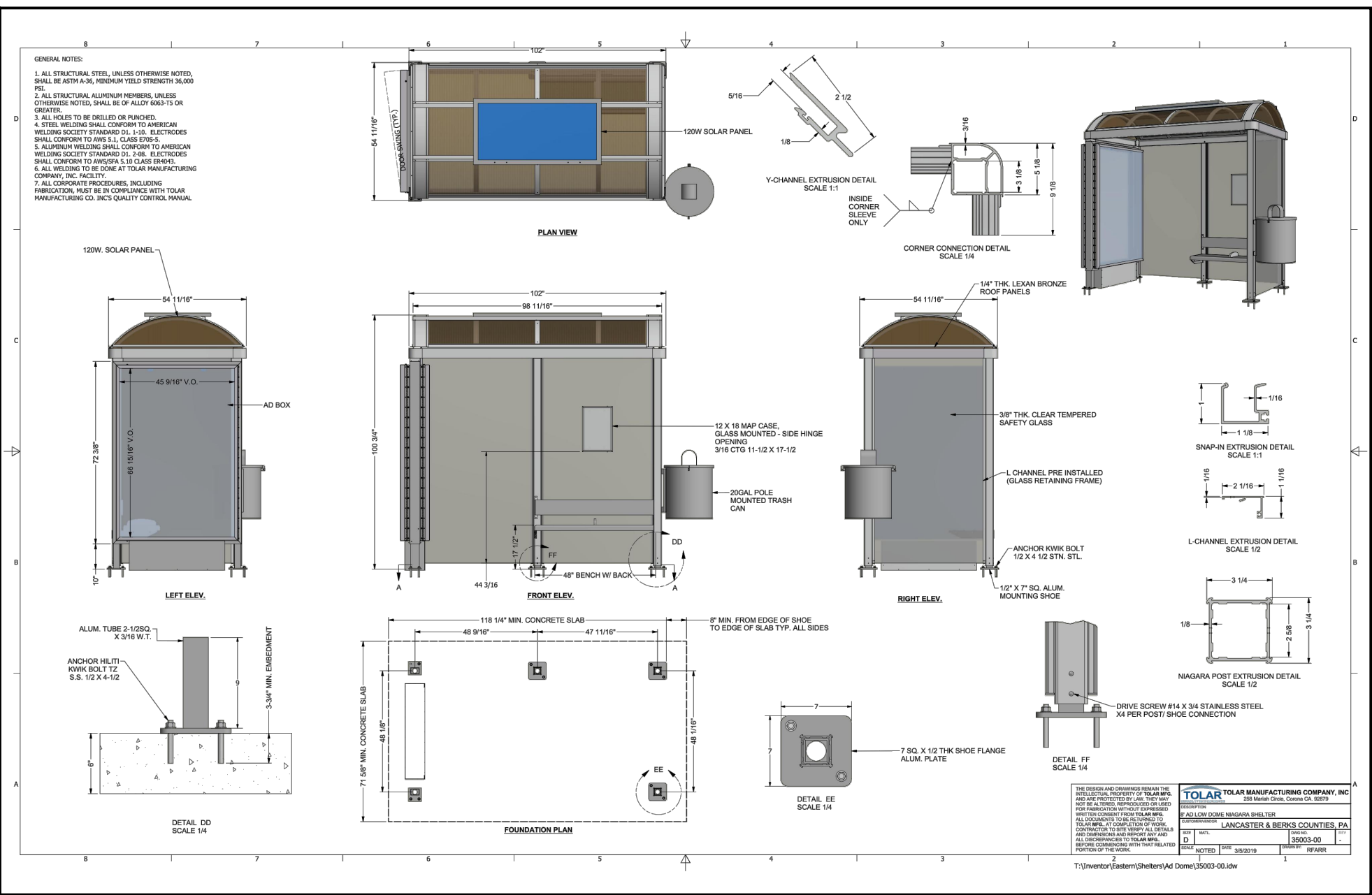
One side of the clear floor space shall adjoin an accessible route.

If the clear floor space is confined on any of the three sides, width ≥ 36 inches for front approach or length ≥ 60 inches for parallel approach.

For the clear floor space, the surface shall be stable, firm and slip resistant and no changes in level > 1/4 inch.



- GENERAL NOTES:**
- a. Zoning Code
 - The minimum lot size shall be one acre.
 - A vehicle stacking lane area shall be provided which shall have stacking room for at least six vehicles for restaurant uses and at least three vehicles for retail and financial institutions.
 - Vehicle stacking lanes shall be separated from other vehicle circulation lanes and parking areas and the stacking area shall not be counted towards the required parking.
 - Vehicle stacking lanes shall be set back at least 15 feet from the ultimate street right-of-way and shall not be located within a required yard setback.
 - Any outdoor microphone and speaker system shall be so designed that sound shall not be transmitted to adjoining properties.
 - Location.
 1. Drive-through windows designed to be on the rear- or side-facing wall of a building are permitted.
 2. The Zoning Hearing Board may permit drive-through windows on the front-facing wall of a building by special exception, in accordance with the following criteria:



NO.	REVISIONS	DATE

OWNERS: TRACT 1 AND TRACT 2
 NAME: ELIZABETHTOWN MOUNT JOY ASSOCIATES, LP
 ADDRESS: 1000 GERMANTOWN RD SUITE A - 2
 PLYMOUTH MEETING, PA 19462

SOURCE OF TITLE: DEED INST. #5160060
 LANC. CO. TAX ACCT.: 461-4155-0-000

NAME: ELIZABETHTOWN MOUNT JOY ASSOCIATES, LP
 ADDRESS: 1000 GERMANTOWN RD SUITE A - 2
 PLYMOUTH MEETING, PA 19462

SOURCE OF TITLE: DEED INST. #5160061
 LANC. CO. TAX ACCT.: 461-95417-0-000

OWNERS: PREMISE A1 AND PREMISE B1
 NAME: ELIZABETHTOWN ASSOCIATES
 ADDRESS: 1000 GERMANTOWN RD SUITE A - 2
 PLYMOUTH MEETING, PA 19462

SOURCE OF TITLE: DEED BK. U. VOL. 71, PG. 21
 LANC. CO. TAX ACCT.: 461-00486-0-000

NAME: ELIZABETHTOWN ASSOCIATES
 ADDRESS: 1000 GERMANTOWN RD SUITE A - 2
 PLYMOUTH MEETING, PA 19462

SOURCE OF TITLE: DEED BK. U. VOL. 71, PG. 21
 LANC. CO. TAX ACCT.: 461-82176-0-000

djohn
Associates, Inc.
Surveyors - Engineers - Landscape Architects

32 Mount Joy Street
 P.O. Box 128
 Mount Joy, PA 17552
 PH: (717) 653-5308
 www.djohn.com

PROJECT NO.: 4939-50
 DATE: FEBRUARY 6, 2023
 DRAWN BY: BRC
 CHECKED BY: BRC
 SCALE: AS NOTED

FOR
MOUNT JOY TOWN CENTER
 PENNMARK MANAGEMENT COMPANY
 MOUNT JOY TOWNSHIP
 LANCASTER COUNTY, PENNSYLVANIA

DRAWING #: CG-2991A
 SHEET #: 2 OF 3

Exhibit A-5 Township Zoning Review

May 26, 2023

Justin Evans, AICP
Township Manager
Mount Joy Township
8853 Elizabethtown Road
Elizabethtown, PA 17022



LANCASTER CIVIL
★ ★ engineering company ★ ★
p.o. box 8972, lancaster, pa 17604-8972
www.lancastercivil.com

Re: Penmark Management Company
Proposed Site Plan (Zoning Hearing Board application)
LCEC Project No: 25-127

Dear Mr. Evans,

We have received a proposed site plan from D.C. Gohn Associates, Inc. for the above-referenced project. Our review consisted of the following documents (received April 6, 2023):

- Proposed Site Plan dated March 30, 2023
- Transportation Impact Study Volume 1 revised March 2023
- Transportation Impact Study Volume 2 dated February 2023

Based upon my review of the submitted information, I offer the following comments for the Township to consider:

Zoning Ordinance

1. The applicant indicates the following relief will be requested at the Zoning Hearing Board:
 - a. Variance from Section 135-122.C for the proposed shopping center use.
 - b. Variance from Section 135-122.C for the proposed vehicular fuel pump use.
 - c. Variance from Section 135-256.A(1) to permit a shopping center in excess of 50,000 sf.
 - d. Variance from Section 135-256.A(3) to permit vehicular fuel pumps in the C-1 District.
2. Vehicle stacking lanes shall be separated from other vehicle circulation lanes and parking areas (135-255.C). The proposed drive-throughs shall meet this requirement.
3. The proposed bus stop location shall be reviewed and acceptable to the Red Rose Transit Authority (135-256.C(3)). The Authority has provided a letter dated February 24, 2023 confirming the feasibility of a bus stop at this site, but further coordination is needed during the land development process.
4. The proposed shopping center shall provide safe and convenient pedestrian linkages to the nearby commercial developments (i.e. Turkey Hill and Rheems Retail Center) (135-256.C(5)).
5. The applicant shall demonstrate that the proposed nonresidential use is compliant with the access management requirements found in Section 135-326.A(1) or (2) which requires access from a side street (for a corner lot) or only one shared access drive onto arterial roads.

Subdivision and Land Development Ordinance - Land development requirements

6. The dimensions of the proposed right-of-way and cartway for Cloverleaf Road shall be shown on the plans (119-31.B(18)).

7. Building setback lines be shown for the Tyson Foods, Inc. property on the east side of the proposed Norlanco Drive. Permission shall be obtained from the property owners (119-52.I(2)).
8. The frontage along West Main Street (SR 230) and Cloverleaf Road (SR 4025) shall be improved in accordance with 119-52.J or as indicated on the Township Official Map, whichever is greater. The required right-of-way indicated on the Official Map is 120 feet for West Main Street at the Cloverleaf/Colebrook Road and West Main Street intersection and 100 feet for Cloverleaf Road and West Main Street (along the lot frontage that is not for the aforementioned intersection improvements). Improvements indicated on the Official Map include construction of a multi-use trail along West Main Street, a second through lane for West Main Street, and a second through lane for Cloverleaf Road (119-52.J(3)(a) & 119-53.B(2) / 119-53.C).
9. No more than two access drives shall be located on a single street frontage (119-52.S(3)(g)). The access drives on Norlanco Drive shall meet this requirement.
10. The applicant shall address the traffic engineering comments provided by Traffic Planning and Design dated May 25, 2023 (119-52.S(4)(c)).
11. Sidewalks shall be provided along both sides of Norlanco Drive for the entire length of the street (119-53.B(1)).
12. Sidewalks shall be provided along both sides of Access Drives B, C, and D for the entire length of the access drives (119-53.B(1)).
13. A minimum of a four-foot-wide grass planting strip shall be provided between the back of the curb and the edge of the sidewalk on Norlanco Drive (119-53.B(10)).
14. Curbing shall be provided along both sides of Norlanco Drive (119-53.C(1)).
15. Street trees shall be provided along the eastern side of Norlanco Drive (119-59.G).
16. The Official Map shows a proposed trail to be located along West Main Street (SR 230). The location of the proposed trail shall be shown on the plans (119-62.A).

Traffic

17. The proposed development is located within the Transportation Service Area established for the Mount Joy Township Traffic Impact Fee Ordinance. Therefore, the development shall be assessed a traffic impact fee based on the number of new P.M. peak hour trips generated by the development.

The impact fee is payable at the time of building permit issuance.

If you should have any questions or need additional information, please do not hesitate to contact me at bencraddock@lancastercivil.com or via telephone at 717-799-8599.

Sincerely,



Benjamin S. Craddock, PE, President

LANCASTER CIVIL

cc: Patricia Bailey, Township Secretary (via email)
Josele Cleary, Esquire, Township Solicitor (via email)
Christopher Lincoln, PE, Traffic Planning & Design (via email)
Bob Sichelstiel, Penmark Properties (via email)
Craig Lewis, Esquire (via email)
Brian Cooley, DC Gohn Associates (via email)

Exhibit A-6 Stipulated Conditions

PROPOSED CONDITIONS FOR VARIANCE APPLICATION

1. As part of its land development plan for the commercial development shown on the plan presented as Exhibit A-___ (the “Shopping Center”), Applicant Elizabethtown Mount Joy Associates, L.P. and record owner Elizabethtown Associates (collectively “Applicant”) shall combine the two existing lots identified as Lancaster County Tax Account No. 461-82176-0-0000 and Lancaster County Tax Account No. 461-00468-0-0000 and the portions of Lancaster County Tax Account No. 461-41455-0-0000 and Lancaster County Tax Account No. 461-95417-0-0000 located to the west of the public street to be installed into a single lot (the “Property”).

2. Applicant shall construct a street to be dedicated to the Township across the lands of Applicant from Route 230 (SR 0230) to the northern property line at its sole cost and expense at the approximate location shown on the Mount Joy Township Official Map as shown on the plan submitted as Exhibit A-___. Applicant shall also extend the street from its northern property line to the existing terminus of Norlanco Drive within the public street right-of-way described in the Agreement Providing for Grant of Public Right-of-way recorded at Document No. 5640964 in the Office of the Recorder of Deeds. The street within the Property and extending north of the Property to the existing terminus of Norlanco Drive shall hereafter to referred to as the “Norlanco Drive Extension”. Applicant may credit the cost of installing the portion of the Norlanco Drive Extension from its northern property line to the existing terminus of Norlanco Drive toward the impact fees which would be assessed under Chapter 125 of the Code of Ordinances for the development of the Property as shown on the plan presented as Exhibit A-___. The Township Engineer shall review and approve the cost of the portion of the Norlanco Drive Extension to the north of the Property and the amount of the impact fee credit. Applicant shall provide financial security to secure completion of the entire Norlanco Drive Extension. The Norlanco Drive Extension shall meet all of the following requirements:

A. The Norlanco Drive Extension shall have a right-of-way width of 50 feet with a wider right-of-way width for necessary turning radii at intersections.

B. The Norlanco Drive Extension shall be completed (other than the final wearing course) prior to the issuance of an occupancy permit for first of the proposed convenience store or supermarket shown on the plan presented as Exhibit A-___ (the “First Building”). The final wearing course for the Norlanco Drive Extension shall be installed within one year after the issuance of an occupancy certificate for the First Building.

C. The Norlanco Drive Extension shall be constructed to the standards of a collector road.

D. Applicant shall reimburse the Township for all costs associated with approvals from the Pennsylvania Department of Transportation (“PennDOT”) for the intersection of the Norlanco Drive Extension and Route 230; acceptance of the Norlanco Drive Extension, and imposition of traffic regulations on the Norlanco Drive Extension.

3. Applicant shall dedicate additional right-of-way along the frontage of Route 230 and Cloverleaf Road to PennDOT or to the Township, as directed by PennDOT. This dedication of additional right-of-way for Route 230 shall be the greater of 50 feet from the centerline between the intersection of Route 230 and Cloverleaf Road and the intersection of Route 230 and Norlanco Drive Extension or the width of additional right-of-way mandated by PennDOT, or the width of the right-of-way necessary to include all improvements required by the Subdivision and Land Development Ordinance which shall include the width necessary to provide a second westbound through lane with a width of 11 feet, a northbound right turn lane with a width of 11 feet, shoulder with a width of eight feet, concrete curb, four feet wide grass strip, and ten feet wide trail. The dedication of additional right-of-way along Cloverleaf Road shall be the greater of 30 feet from the centerline between the intersection with Route 230 and the northern property line or the width of additional right-of-way mandated by PennDOT or the width of the right-of-way necessary to include all improvements required by the Subdivision and Land Development Ordinance. Notwithstanding the foregoing, the ten feet wide trail may be included in an easement or right-of-way in favor of the Township in a form substantially identical to the Agreement Providing for Grant of Pedestrian Easement among GRH-1, LLC, Duane Hernley and the Township recorded at Document No. 6725846 in lieu of being included in the public street right-of-way. Applicant shall install all improvements to Route 230 and to Cloverleaf Road required by PennDOT or required by the Subdivision and Land Development Ordinance, if allowed by PennDOT. It is the intent of this condition that Applicant install at a minimum all improvements required by the Subdivision and Land Development Ordinance unless PennDOT prohibits such work within its right-of-way. Applicant shall not be entitled to any impact fee credit for such work.

4. The northern access point from Cloverleaf Road into the Property shall be right turn in, right turn out only, and the southern access point into the convenience store shall be right turn in only.

5. The access point from Route 230 into the convenience store shall be right turn in only.

6. Applicant shall, at its sole cost and expense, install all turning lanes, pavement widening, tapering, pavement markings, signage, and other improvements which PennDOT may require as a condition of any highway occupancy permit or traffic signal permit issued to Applicant or to the Township relating to the Property or traffic signals identified in these conditions. Applicant shall not be entitled to any impact fee credit for such work.

7. Applicant, at its sole cost and expense, shall prepare all necessary plans and legal descriptions for the dedication of additional right-of-way for Route 230 and Cloverleaf Road.

8. Applicant shall obtain all necessary highway occupancy permits from PennDOT for access from the Property to Cloverleaf Road, for the intersection of the Norlanco Drive Extension and Route 230. Applicant shall obtain all necessary permits for any storm water management facilities to be installed within the right-of-way of Cloverleaf Road or Route 230 for which the Township must be the permittee before a final plan for the Property is released for recording. Applicant shall submit all applications to PennDOT to the Township for review and comment before submission to PennDOT.

9. Applicant shall, at its sole cost and expense, prepare all plans, specifications, and application for a traffic signal at the intersection of Norlanco Drive Extension and Route 230 the “New Traffic Signal”). Applicant, at its sole cost and expense, shall install the New Traffic Signal. Applicant shall not be entitled to any impact fee credit for the design, permitting, or installation of the New Traffic Signal.

10. Applicant at its sole cost and expense shall prepare all applications necessary for and complete all traffic signal retiming for the traffic signals at the intersection of Route 230 and Cloverleaf Road and at the intersection of Cloverleaf Road and Schwanger Road recommended by its traffic study if such changes are approved by PennDOT. Applicant shall not be entitled to any impact fee credit for such work.

11. The portion of the Property within the Agricultural District may be used only for the front yard setback, the portions of no more than three access drives extending westward from Norlanco Drive Extension into the Property, buffers, and storm water management facilities. No off-street parking facilities or structures may be located in the Agricultural District.

12. All exterior mechanical and/or HVAC equipment shall be roof mounted. Applicant shall design the buildings to limit the visibility of any roof top mechanical equipment from the properties to the east. This may include architectural treatments which screen such equipment. Applicant shall review the screening design with the Planning Commission as part of the land development approval

process.

13. Applicant shall construct the Shopping Center in general conformity with the architectural elevations presented as Exhibits _____ at the hearing on June __, 2023.

14. The Shopping Center will be provided with public water service and public sewer service.

15. The Shopping Center shall be provided with an automatic fire suppression system.

16. Applicant shall record a final plan to enable development under this decision no later than two years after the date of this Decision. All construction authorized by this Decision shall be completed no later than four years after the date of this Decision. If any person files an appeal from this Decision, the two year period and the four year period shall commence when such appeal is finally decided.

17. Applicant shall obtain all other necessary permits and approvals for the proposed development including, but not limited to, land development approval from the Township, storm water management plan approval from the Township, erosion and sedimentation control approval from the Lancaster County Conservation District and an NPDES permit. Applicant shall demonstrate that Applicant has obtained all required permits prior to the issuance of a zoning permit and Uniform Construction Code permit for the Shopping Center.

18. If PennDOT requires that the Township be the applicant or co-applicant for any permit or approval, Applicant shall enter into an agreement with the Township pursuant to which Applicant shall be responsible for all costs associated with such permit application, completion of all improvements required by such PennDOT approval, and compliance with all conditions on the PennDOT approval. Such agreement shall be recorded and shall bind the Applicant and all future owners of the Property.

19. Applicant shall reimburse the Township for reasonable costs of reviews by the Township Engineer and Township Solicitor of the special exception application and attendance at hearings before the Zoning Hearing Board, and for reasonable costs of review of plans and documents and, if necessary, costs of preparation and recording of the Storm Water Management Agreement, co-applicant agreements, or other documents by the Township Solicitor and for other reasonable fees and costs associated with the special exception application, and Subdivision and Land Development Ordinance, Storm Water Management Ordinance and PennDOT applications and plans and inspection of improvements, within 30 days after receipt of an invoice for such fees.

20. Applicant shall at all times comply with and adhere to the evidence presented to the Zoning Hearing Board at the hearing on June _____, 2023, except as modified by these conditions. This shall

include, but not be limited to, each finding of fact set forth in this Decision.

21. Any violation of the conditions contained in this Decision shall be considered a violation of the Zoning Ordinance and shall be subject to the penalties and remedies contained in the Pennsylvania Municipalities Planning Code.

22. The foregoing conditions shall be binding upon the Applicant Elizabethtown Mount Joy Associates, L.P., record owner Elizabethtown Associates and their respective personal representatives, heirs, successors and assigns.

Exhibit A-7 Mass Transit Consistency Transit Letter



45 Erick Road, Lancaster, PA 17601-3111 ■ Phone: 717-397-5613

24 February 2023

Craig T. Edwards, Esquire
Pennmark Management Company, Inc.
1000 Germantown Pike, Suite A-2
Plymouth Meeting, PA 19462

Re: New Bus Stop potential - Mt. Joy TWP PA (RT 230)

Dear Mr. Edwards,

Thank you for contacting South Central Transit Authority/SCTA about a new bus stop at the proposed shopping center along PA230 in Mount Joy Township.

SCTA supports the installation of a bus stop and bus shelter at this site in a location and manner that meets our specifications. We look forward to working with you as the land development plan moves through the municipal approval process so that the appropriate location for the bus stop and shelter can be determined.

Sincerely,

A handwritten signature in black ink, appearing to be "Lauri P. Ahlskog", written in a cursive style.

Lauri P. Ahlskog, AICP
Manager of Transit Planning & Compliance

BOARD OF DIRECTORS

Chair June Wolf Vice-Chair James Schlegel Secretary Gail Landis Treasurer Jeffrey Ouellet

Bonnie Glover Joy Ashley Timothy Snyder Ineavelle Ruiz Cheryl Love Kevin Barnhardt

Executive Director Gregory Downing

Exhibit A-8 Lighting Plans

This drawing is the property of Independence Lighting and is issued to the recipient with the understanding that it shall not be copied, duplicated, passed on to unauthorized parties, nor used for any purpose other than that for which it is specifically furnished except with Independence Lighting's written permission.

Luminaire Schedule				UDF	LLD	LDD	LLF	
Symbol	Label	Qty	[MANUFAC]	Description				
⊙	Type S3	53	SPRING CITY ELECTRICAL MANUFACTURING CO	VILLA-LE150 EVX L18-40-CR3-YS11-RME-XBP/RWL-S	3.000	0.900	0.800	2.160
⊙	Type S5	37	Spring City Electrical Manufacturing Co	VILLA-LE150 EVX L18-40-CN5-YS11-RME-XBP/RWL-S	3.000	0.900	0.800	2.160
⊙	Type S4 1498		Leotek Electronics USA LLC	AR13-48N-MV-NW-4-XX-200-WMB-PCR7-CR/RME-XBP/RWL-S	1.000	0.900	0.800	0.720

Numeric Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Access Drive 1	Illuminance	Fc	1.45	3.2	0.5	2.90	6.40
Back of Buildings	Illuminance	Fc	1.89	9.2	0.3	6.30	30.67
Parking Area 153 Proposed Spaces	Illuminance	Fc	1.43	4.0	0.5	2.86	8.00
Parking Area 335 Proposed Spaces	Illuminance	Fc	1.25	4.0	0.5	2.50	8.00
Proposed Access Drive A	Illuminance	Fc	1.54	3.5	0.5	3.08	7.00
Proposed Access Drive B	Illuminance	Fc	1.48	3.6	0.7	2.11	5.14
Proposed Access Drive C	Illuminance	Fc	1.72	4.2	0.8	2.15	5.25
Proposed Access Drive D	Illuminance	Fc	1.21	4.1	0.5	2.42	8.20

THIS LIGHTING PLAN DEPICTS PROPOSED SUSTAINED ILLUMINATION LEVELS CALCULATED USING DATA PROVIDED BY THE NOTED MANUFACTURERS.

ANY SUBSTITUTION REQUESTS MUST BE SUBMITTED 15 DAYS PRIOR TO THE BID AND MUST BE ACCOMPANIED BY A HORIZONTAL PHOTOMETRIC STUDY DEMONSTRATING THAT THE FIXTURES IN QUESTION WILL MEET THE DESIGN INTENT OF THIS PLAN.

ALL EXTERIOR LIGHTING PLANS SHALL BE SUBMITTED 15 DAYS PRIOR TO THE BID TO THE LOCAL LIGHTING AUTHORITY TO DETERMINE IF ALL OF THE LOCAL LIGHTING REQUIREMENTS HAVE BEEN MET.

INSTALLATION NOTES:

- 1.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UNDERGROUND STRUCTURES AND UTILITIES, SUCH AS WATER MAINS, SANITARY AND STORM SEWERS, TELEPHONE AND ELECTRIC CONDUITS, AND GAS LINES, ETC. AND ABOVE GROUND UTILITIES WHICH MAY BE ENCOUNTERED DURING CONSTRUCTION OPERATIONS.
- 2.) DIMENSIONS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL ELEVATIONS, INVERTS, AND DIMENSIONS IN THE FIELD PRIOR TO THE COMMENCEMENT OF WORK.
- 3.) THE PENNSYLVANIA ONE CALL NUMBER IS 1-800-242-1776. THE CONTRACTOR IS REQUIRED TO SUBMIT VERIFICATION TO THE MUNICIPALITY THAT A ONE "ONE-CALL" HAS BEEN PLACED PRIOR TO THE START OF DEMOLITION WORK.
- 4.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS FROM THE MUNICIPALITY RELATIVE TO THE PROPOSED PROJECT.
- 5.) THE CONTRACTOR SHALL REPAIR ALL UTILITY TRENCHING WORK LOCATED WITHIN EXISTING PAVED STREETS.
- 6.) THE CONTRACTOR SHALL COMPLY WITH ALL CITY, STATE, AND FEDERAL REGULATIONS IN EFFECT AT THE TIME OF CONSTRUCTION.
- 7.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL.
- 8.) THE CONTRACTOR SHALL REMOVE ALL TEMPORARY FENCING, GATES, COVERED PEDESTRIAN WALKWAYS, TRAFFIC BARRIERS, AND SIGNAGE AT THE COMPLETION OF THE PROJECT. ALL AREAS DISTURBED AS A RESULT OF THE INSTALLATION OF THESE TEMPORARY CONTROLS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
- 9.) THE LIGHT LEVELS DEPICTED ON THIS PLAN WERE CALCULATED BASED ON THE LLF SHOWN IN THE LUMINAIRE SCHEDULE.
- 10.) THE LIGHTING VALUES AND CALCULATION POINTS DEPICTED ON THIS PLAN ARE ANALYZED ON A HORIZONTAL GEOMETRIC PLANE AT GROUND LEVEL UNLESS OTHERWISE NOTED.
- 11.) ILLUMINATION LEVELS ARE SHOWN IN FOOT-CANDLES (FC).
- 12.) THE ELECTRICAL CONTRACTOR IS RESPONSIBLE TO ENSURE THAT SHIELDING AND OR ROTATED OPTICS ARE INSTALLED AS INDICATED ON THE PLAN IN ORDER TO ACHIEVE THE LIGHTING LEVELS THE REVIEWING AGENCY APPROVED.

<p>Penmark Shopping Center Mount Joy, Township PA Site Lighting Calculations</p>	<p>Independence Lighting 256 Eagleview Blvd Suite 211 Exton, Pennsylvania 19335 Voice Number : 610 363 5271 klazor@comcast.net</p>
---	---

Independence Lighting Established 2005

This drawing is the property of Independence Lighting and is issued to the recipient with the understanding that it shall not be copied, duplicated, passed on to unauthorized parties, nor used for any purpose other than that for which it is specifically furnished except with Independence Lighting's written permission.

LIGHTING CONTROLS AND SURGE PROTECTION: ALL NEW FIXTURES ARE TO BE EQUIPPED WITH DIMONOFF RME-XBP PHOTOCELLS AND ABLE POWER PRODUCTS RWL-S SURGE DEVICE. FIXTURES MUST BE EQUIPPED WITH ALL-MODE PROTECTION (L-N, L-G, N-G). SURGE PROTECTION INTEGRAL TO THE PHOTOCONTROL SHOULD HAVE 3 MODES OF PROTECTION, LINE-TO-NEUTRAL, LINE-TO-GROUND AND NEUTRAL-TO-GROUND. THE MINIMUM SURGE PROTECTION SPECIFICATIONS SHOULD BE 10KA IN, 25KA IMAX AND 20KV UOC.

SET ONE SMART PHOTOCELL TO CONTROL ALL OTHER SITE LIGHTING FIXTURES (DIMONOFF #RME-XBP).

POLE NOTES:

POLES SHALL BE SUPPLIED BY TERRACAST PRODUCTS.

SET ONE SMART PHOTOCELL TO CONTROL ALL OTHER SITE LIGHTING FIXTURES (DIMONOFF #RME-XBP).

FOR PRICING AND COMMISSIONING, PLEASE CONTACT KENT LAZOR:

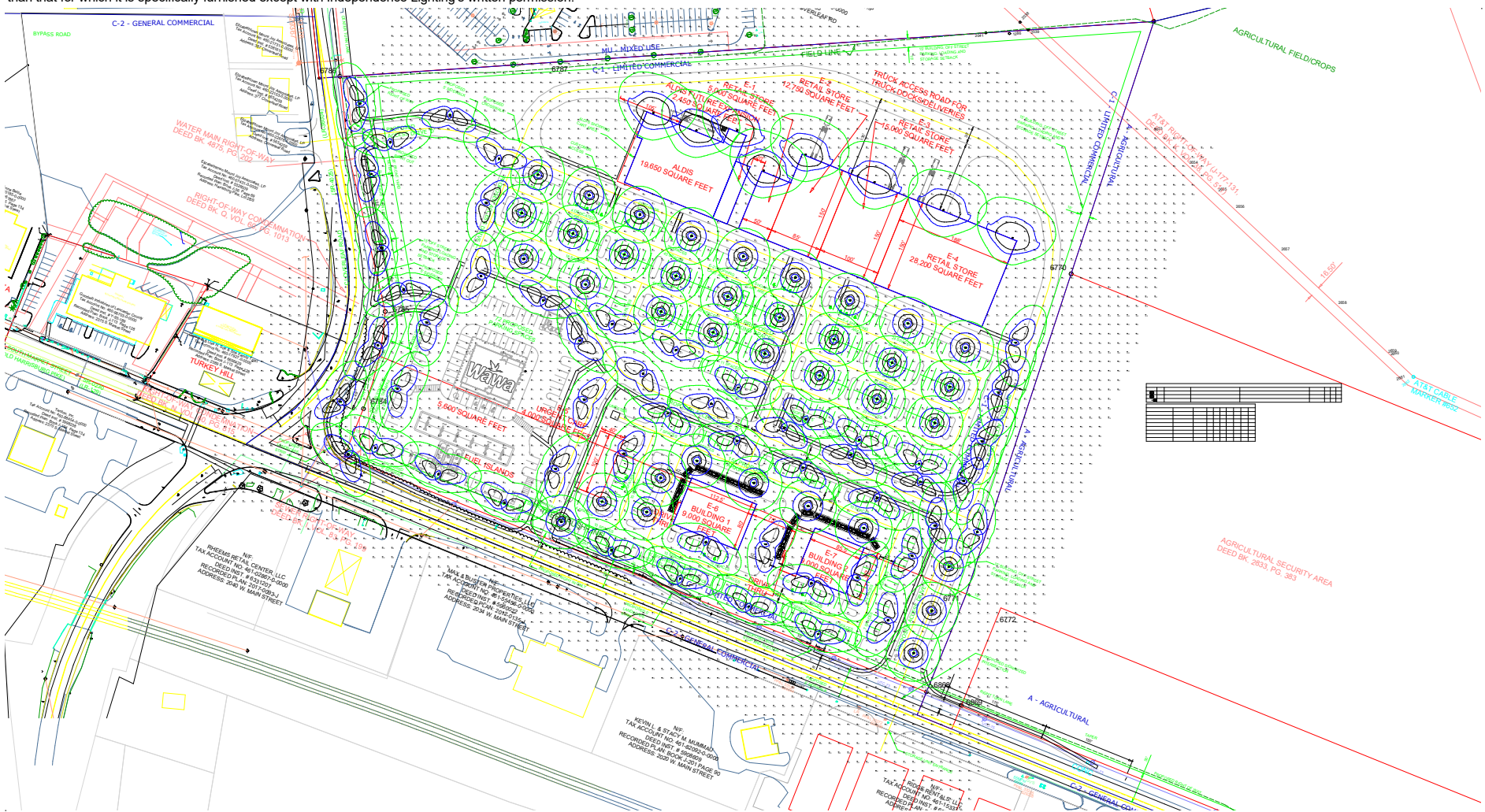
INDEPENDENCE LIGHTING
KENT LAZOR
PHONE: 610-363-5271
EMAIL: KLAZOR@COMCAST.NET

Pennmark Shopping Center
Mount Joy, Township PA
Site Lighting Calculations

Independence Lighting
256 Eagleview Blvd Suite 211
Exton, Pennsylvania 19335
Voice Number : 610 363 5271
klazor@comcast.net

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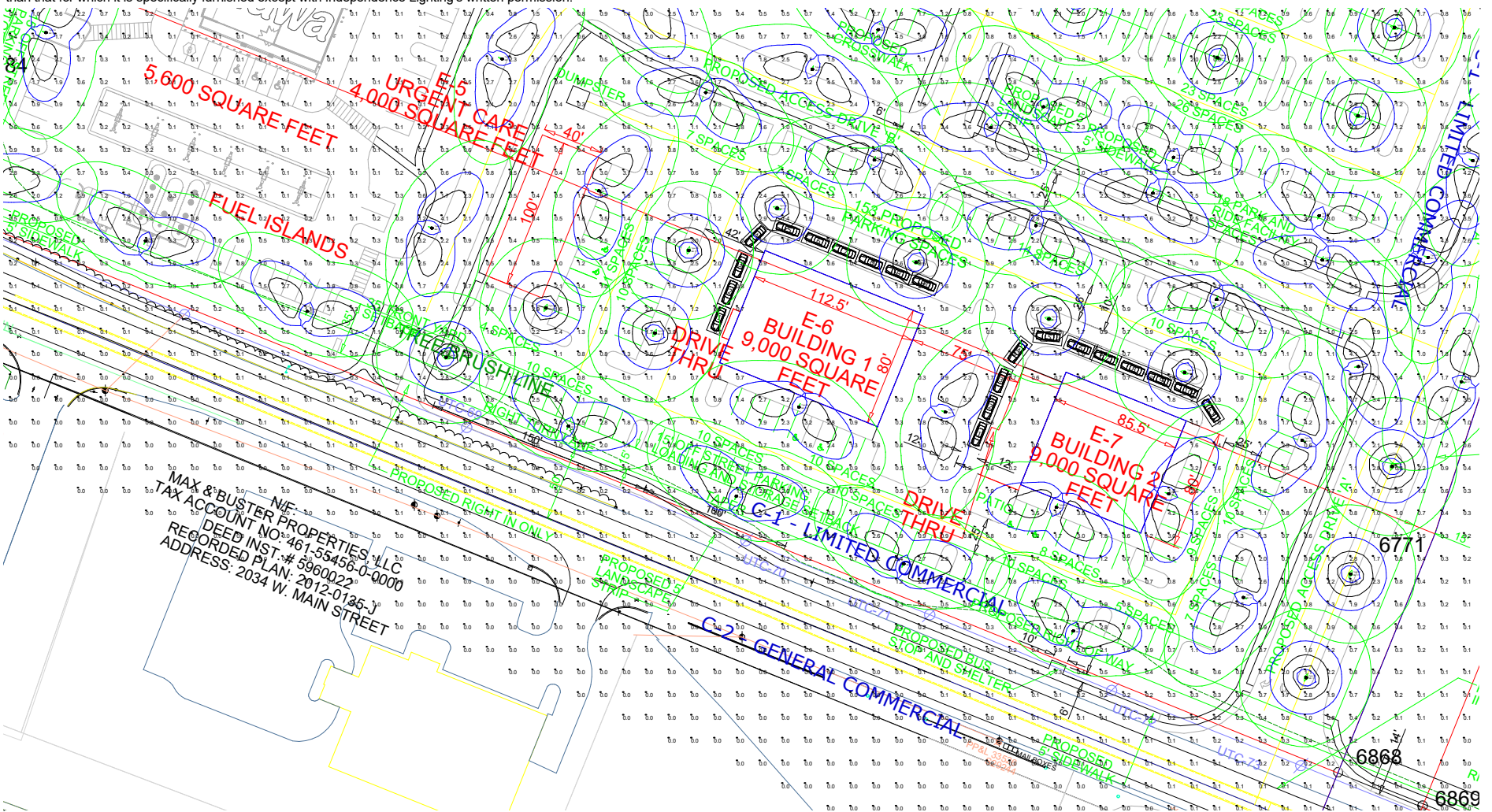
Entire Site
Not to Scale

Penmark Shopping Center
Mount Joy, Township PA
Site Lighting Calculations

Independence Lighting
 256 Eagleview Blvd Suite 211
 Exton, Pennsylvania 19335
 Voice Number : 610 363 5271
 klazor@comcast.net

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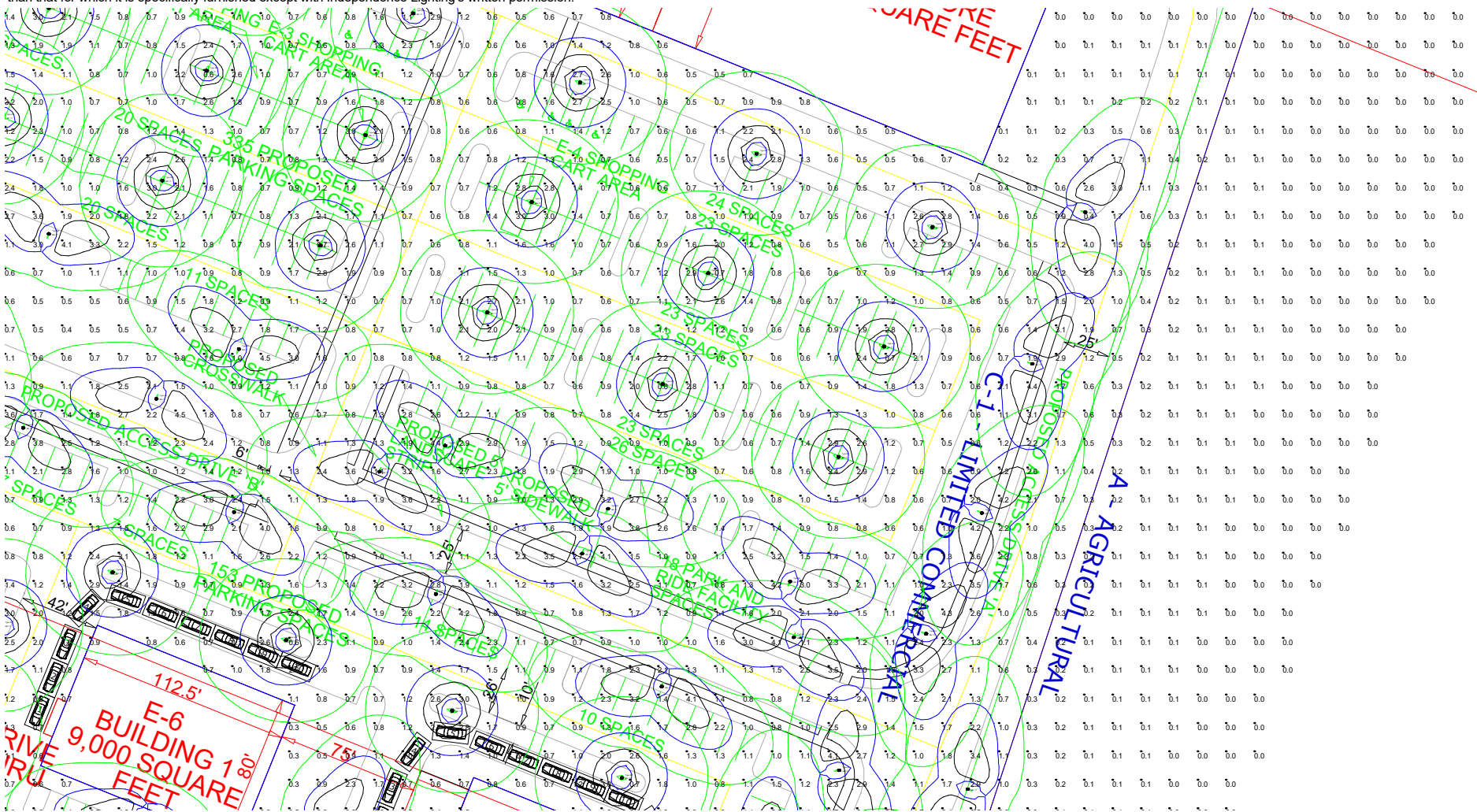
MAX & BUSTER PROPERTIES, LLC
 TAX ACCOUNT NO. 461-55456-0-0000
 DEED INST. # 5960022
 RECORDED PLAN: 2012-0135-J
 ADDRESS: 2034 W. MAIN STREET

153 Proposed Parking Spaces
 Not to Scale

<p>Penmark Shopping Center Mount Joy, Township PA Site Lighting Calculations</p>	<p>Independence Lighting 256 Eagleview Blvd Suite 211 Exton, Pennsylvania 19335 Voice Number : 610 363 5271 klazor@comcast.net</p>
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Independence Lighting Established 2005

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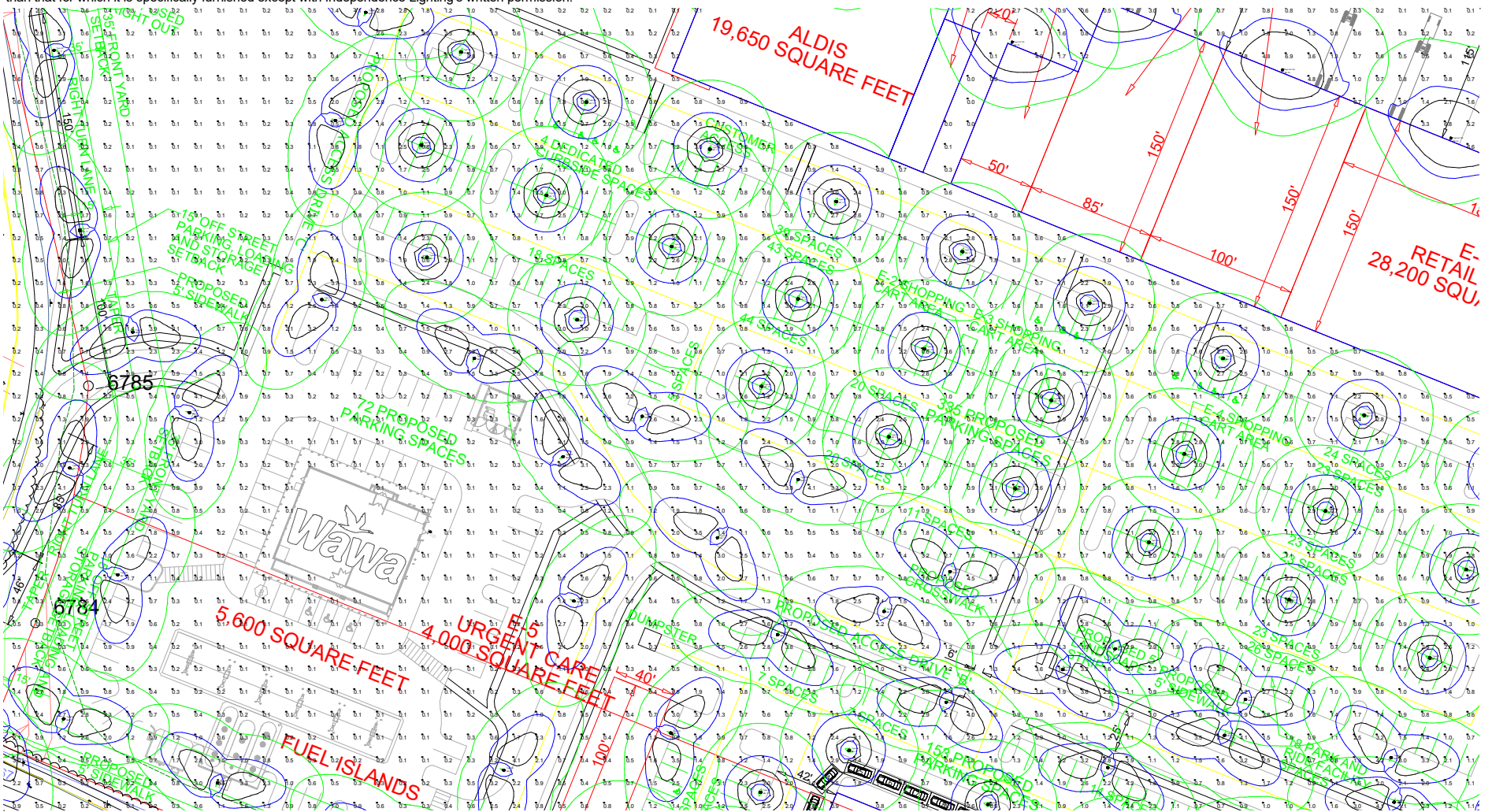
335 Proposed Parking Spaces East
Not to Scale

Penmark Shopping Center
Mount Joy, Township PA
Site Lighting Calculations

Independence Lighting
 256 Eagleview Blvd Suite 211
 Exton, Pennsylvania 19335
 Voice Number : 610 363 5271
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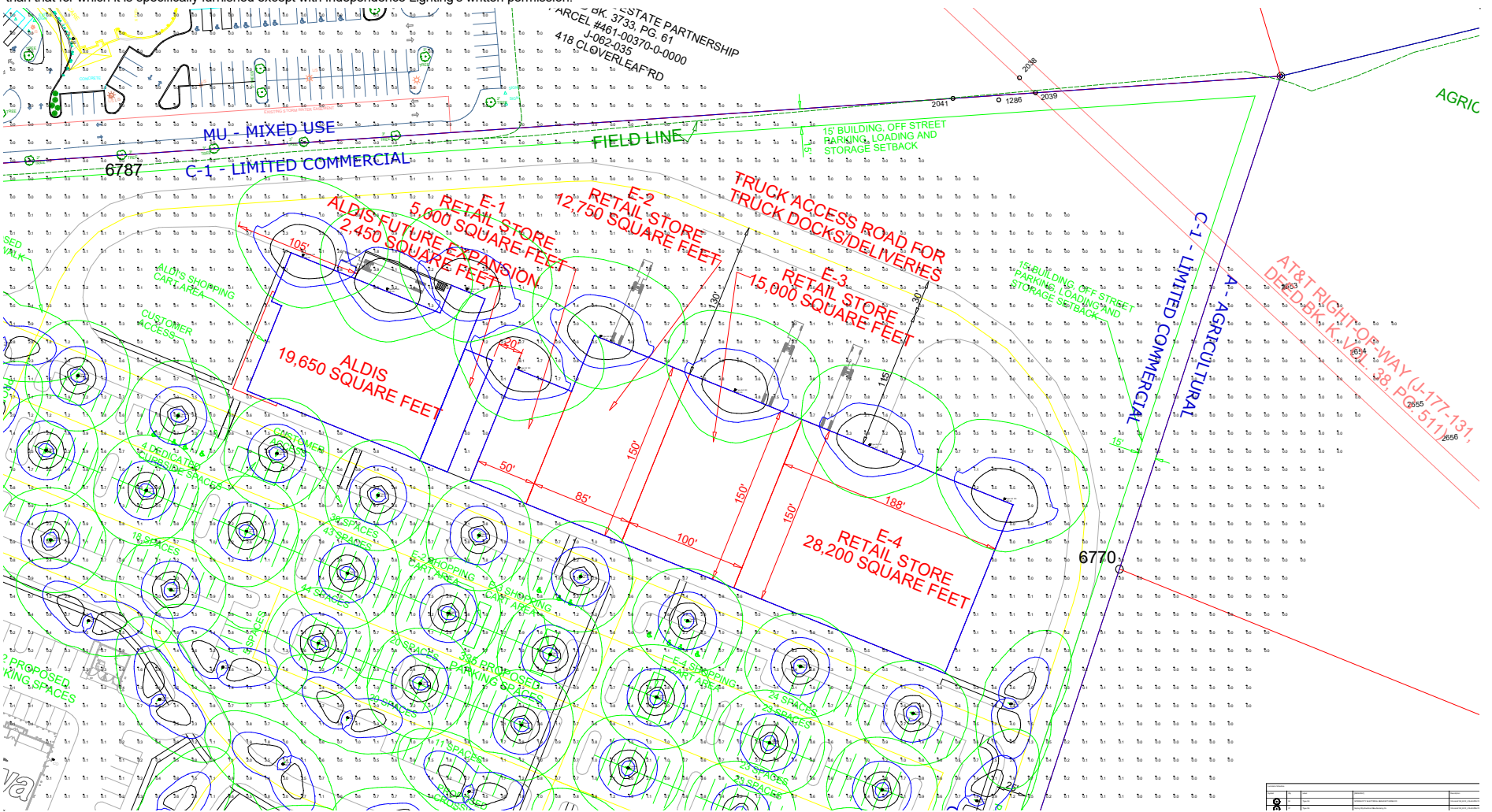


335 Proposed Parking Spaces West
Not to Scale

<p>Penmark Shopping Center Mount Joy, Township PA Site Lighting Calculations</p>	<p>Independence Lighting 256 Eagleview Blvd Suite 211 Exton, Pennsylvania 19335 Voice Number : 610 363 5271 klazor@comcast.net</p>
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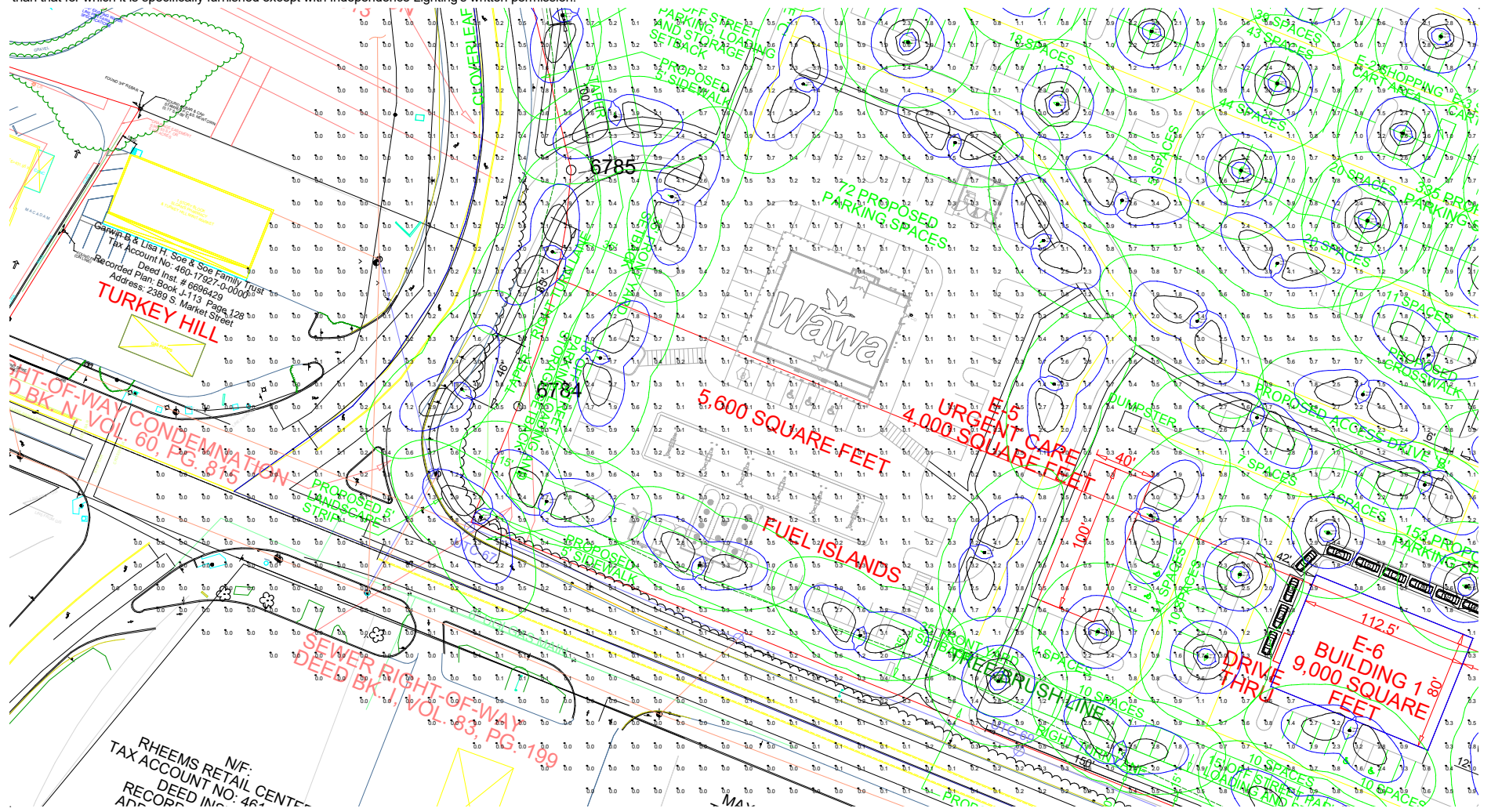


Rear Site Lighting
Not to Scale

<p>Penmark Shopping Center Mount Joy, Township PA Site Lighting Calculations</p>	<p>Independence Lighting 256 Eagleview Blvd Suite 211 Exton, Pennsylvania 19335 Voice Number : 610 363 5271 klazor@comcast.net</p>
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Wawa Parking Lot
Not to Scale

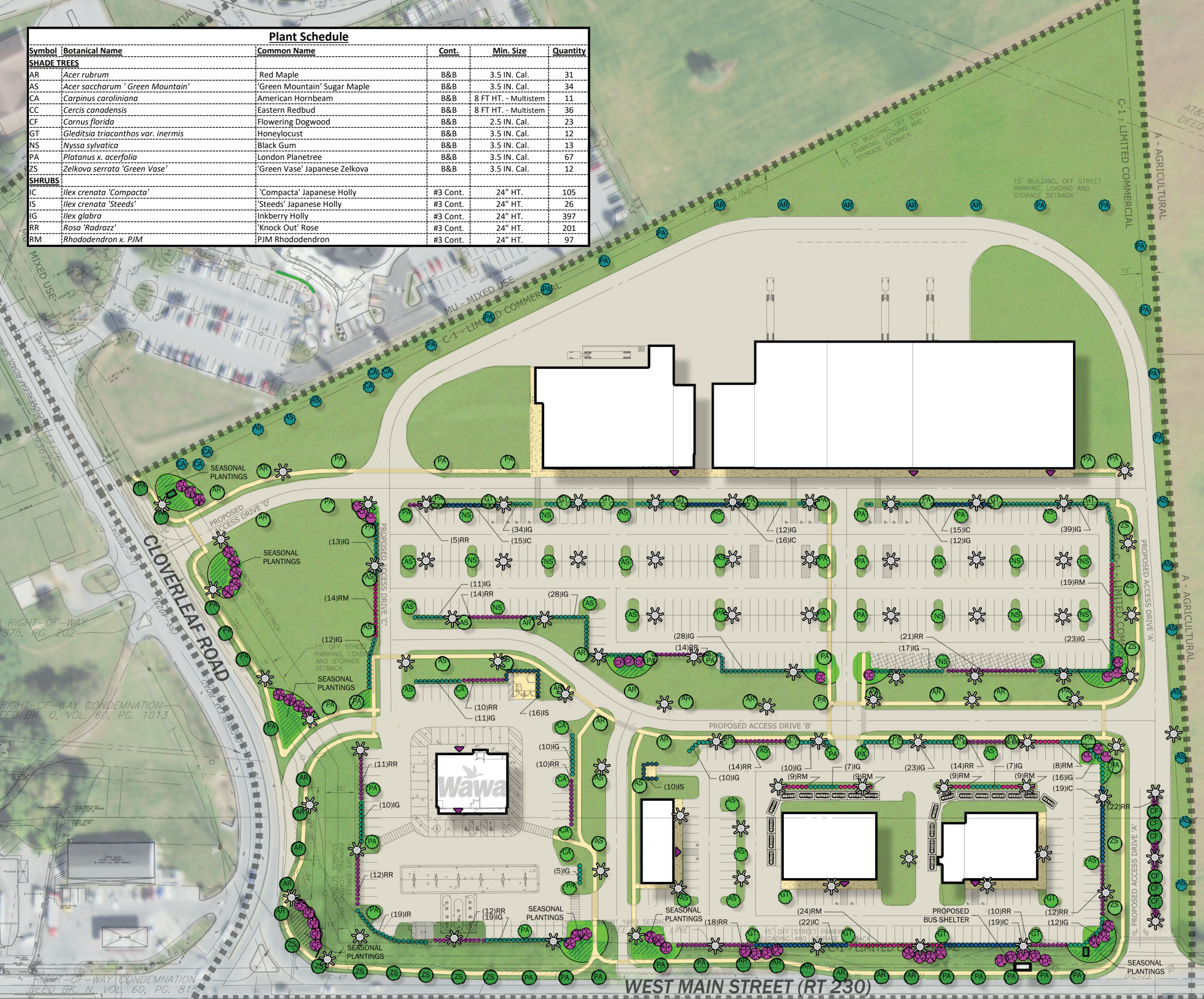
Penmark Shopping Center
Mount Joy, Township PA
Site Lighting Calculations

Independence Lighting
256 Eagleview Blvd Suite 211
Exton, Pennsylvania 19335
Voice Number : 610 363 5271
klazor@comcast.net

Independence Lighting Established 2005

Exhibit A-9 Landscape Plans

Plant Schedule					
Symbol	Botanical Name	Common Name	Cont.	Min. Size	Quantity
SHADE TREES					
AR	<i>Acer rubrum</i>	Red Maple	B&B	3.5 IN. Cal.	31
AS	<i>Acer saccharum</i> 'Green Mountain'	'Green Mountain' Sugar Maple	B&B	3.5 IN. Cal.	34
CA	<i>Carpinus caroliniana</i>	American Hornbeam	B&B	8 FT HT. - Multistem	11
CC	<i>Cercis canadensis</i>	Eastern Redbud	B&B	8 FT HT. - Multistem	36
CF	<i>Cornus florida</i>	Flowering Dogwood	B&B	2.5 IN. Cal.	23
GT	<i>Gleditsia triacanthos</i> var. <i>inermis</i>	Honeylocust	B&B	3.5 IN. Cal.	12
NS	<i>Nyssa sylvatica</i>	Black Gum	B&B	3.5 IN. Cal.	13
PA	<i>Platanus x. acerfolia</i>	London Planetree	B&B	3.5 IN. Cal.	67
ZS	<i>Zelkova serrata</i> 'Green Vase'	'Green Vase' Japanese Zelkova	B&B	3.5 IN. Cal.	12
SHRUBS					
IC	<i>Ilex crenata</i> 'Compacta'	'Compacta' Japanese Holly	#3 Cont.	24" HT.	105
IS	<i>Ilex crenata</i> 'Steeds'	'Steeds' Japanese Holly	#3 Cont.	24" HT.	26
IG	<i>Ilex glabra</i>	Inkberry Holly	#3 Cont.	24" HT.	397
RR	<i>Rosa</i> 'Radrazz'	'Knock Out' Rose	#3 Cont.	24" HT.	201
RM	<i>Rhododendron</i> x. <i>PJM</i>	'PJM' Rhododendron	#3 Cont.	24" HT.	97



LANDSCAPING REQUIREMENTS		
\$135-299.B(1) Minimum 10 FT wide landscape strip in all yards required for all nonresidential and multifamily dwelling uses		
\$135-299.B(3) 1 shade/ornamental tree required for every 750 SF of required landscape strip	12,900 SF Required	12,900 SF Proposed
Northern boundary / Penn Medicine (1,290 LF)	17 Trees Required	17 Trees Proposed
12,900 / 750 SF		
Eastern boundary / Agricultural (1,130 LF)	11,300 SF Required	11,300 SF Proposed
11,300 / 750 SF	15 Trees Required	15 Trees Proposed
PARKING AREA LANDSCAPING (LANDSCAPE STRIP)		
\$135-299.D(1) Minimum 15 FT wide landscape strip required along the street line when a parking lot abuts a street		
\$135-299.B(3) 1 shade/ornamental tree required for every 750 SF of required landscape strip		
Western boundary / Cloverleaf Road (600 LF)	9,000 SF Required	9,000 SF Proposed
9,000 / 750 SF	12 Trees Required	12 Trees Proposed
Southern boundary / W. Main St./Route 230 (1,350 LF)	20,250 SF Required	20,250 SF Proposed
20,250 / 750 SF	27 Trees Required	27 Trees Proposed
PARKING AREA LANDSCAPING (INTERIOR LANDSCAPING)		
\$135-299.D(2)(a) 5% of the total parking area to be devoted to landscaping. 1 shade tree required for every 300 SF of provided landscape area		
ALDI's & E-1 to E-4 Parking Lots	7,515 SF Required	9,130 SF Proposed
150,300 SF total parking area x 5% = 7,515 SF Required / 300 SF	25 Trees Required	30 Trees Proposed
E-5 to E-7 Parking Lots	3,825 SF Required	3,900 SF Proposed
76,500 SF total parking area x 5% = 3,825 SF Required / 300 SF	13 Trees Required	15 Trees Proposed
Wawa Parking Lots	2,850 SF Required	2,900 SF Proposed
57,000 SF total parking area x 5% = 2,850 SF Required / 300 SF	10 Trees Required	11 Trees Proposed
SHOPPING CENTER LANDSCAPING (IMPROVED BUS STOP)		
\$135-256.C(3) An improved bus stop required including:		
1 Bus Shelter	1 Bus Shelter Proposed	
1 Bench	1 Bench Proposed	
1 Waste Receptacle	1 Waste Receptacle Proposed	
1 Shade Tree	1 Shade Tree Proposed	
SHOPPING CENTER LANDSCAPING (PARK & RIDE FACILITY)		
\$135-256.C(4) 3% of required parking shall be available for public use as a park & ride area		
		3% Park & Ride Area Proposed
SHOPPING CENTER LANDSCAPING (BUILDING DESIGN)		
\$135-256.D(2)b Minimum 1-foot change in building facade projection required for every 32-feet of building		
		1-Foot Building Façade Projection Change Proposed
SHOPPING CENTER DESIGN INCENTIVES (STREETSCAPE DETAILS)		
\$135-256.E(6) Streetscape Design incentives for 5% Impervious Coverage bonus for shopping centers		
(a)[1] Sidewalks shall be provided parallel to the street right-of-way line		
		Sidewalks Proposed
(a)[2] Sidewalks providing access to storefronts shall be 8-feet in width. All others shall be 5-feet in width		Sidewalks Proposed
(b) A planting strip with a minimum width of 5-feet shall be provided parallel to the street right-of-way between the required curb & sidewalk		Planting Strip Proposed
(b)[1] Street trees shall be provided at regular intervals along internal streets		
964 LF Access Road A	6 Trees Proposed	
920 LF Access Road B	25 Trees Proposed	
490 LF Access Road C	3 Trees Proposed	
1,140 LF Access Road D	19 Trees Proposed	
90 LF Access Road (Wawa to Cloverleaf)	2 Trees Proposed	
275 LF Access Road (Wawa to Route 230)	3 Trees Proposed	
(b)[2] One street tree required for every 50 LF of lot frontage		
600 LF Cloverleaf	12 Trees Required	12 Trees Proposed
1,350 LF W. Main St./Route 230	27 Trees Required	28 Trees Proposed
(d)[1]b Pedestrian crosswalks with a minimum width of 6-feet required at any location where a pedestrian way crosses a vehicular way		6-foot Pedestrian Crosswalks Proposed
(e)[1] Pedestrian-scaled, ornamental streetlights shall be provided at regular intervals along both sides of any internal street, access drive, and pedestrian walkway		
964 LF Access Road A	11 Street Lights Proposed	
920 LF Access Road B	14 Street Lights Proposed	
490 LF Access Road C	1 Street Lights Proposed	
1,140 LF Access Road D	14 Street Lights Proposed	
90 LF Access Road (Wawa to Cloverleaf)	2 Street Lights Proposed	
275 LF Access Road (Wawa to W. Main St./Route 230)	3 Street Lights Proposed	
(e)[2] One (1) Pedestrian-scaled, ornamental streetlight with a height between 12 and 20-feet in height required for every 150 LF of parcel frontage		
600 LF along Cloverleaf Rd	4 Street Lights Required	7 Street Lights Proposed
1350 LF along W. Main St./Route 230	9 Street Lights Required	8 Street Lights Proposed
(f) One (1) bench required for every 200 feet of linear street or pedestrian walkway adjacent to storefronts		
Wawa: 230 LF	2 Benches Required	2 Benches Proposed
Building E-5 & 7: 348 LF	2 Benches Required	2 Benches Proposed
Aldi/E-1-4: 622 LF	4 Benches Required	4 Benches Proposed
	159 Trees Required	226 Trees Proposed
	13 Street Lights Required	60 Street Lights Proposed
	9 Benches Required	9 Benches Proposed
		1 Bus Shelter
		1 Waste Receptacle
		826 Shrubs Proposed

- -Monument Signs
- ▼ -Proposed Bench Locations
- ☀ -Proposed Light Standard

Exhibit A-10 Traffic Study Executive Summary

February 2023

VOLUME 1

TRANSPORTATION IMPACT STUDY

for

MOUNT JOY TOWN CENTER

on

Existing Commercially Zoned Land

in

**Mount Joy Township
Lancaster County, Pennsylvania**

Prepared for:

Penmark Management Company, Inc
1000 Germantown Pike, Suite A-2
Plymouth Meeting, PA 19462

Prepared by:

Grove Miller Engineering, Inc.
Gregory E. Creasy, P.E.
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G: Committed Developments

H: Turning Movement/ATR Counts

I: Growth Rate Information

J: Trip Generation Calculations Worksheets

K: Traffic Volume Spreadsheets

L: Capacity and Queue Analysis Worksheets

M: Turn Lane Analysis Worksheets

N: Sight Distance Analysis Worksheets

O: Traffic Signal Warrant Analysis Worksheets

P: Correspondence

EXECUTIVE SUMMARY

A retail development, Mount Joy Town Center, is proposed for a tract of land in Mount Joy Township, Lancaster County. The site is located in the northeast corner of the intersection of SR 0230 and Cloverleaf Road (SR 4025). This Transportation Impact Study (TIS) was performed assuming the following land uses:

Convenience Store with Gasoline Pumps
127,000 square feet of general retail space

It is noted that the current plans shows approximately 105,000 square feet of general retail space, so the trip generation projections used in this TIS result in conservative analyses.

Currently proposed access locations are as follows:

- 1) Signalized access onto SR 0230 located approximately 1,050 feet east of Cloverleaf Road
- 2) Right-in only driveway onto Cloverleaf Road on north side of convenience store parcel
- 3) Left-In/Right-In/Right-Out Driveway onto Cloverleaf Road located 550 feet north of SR 0230
- 4) Right-In Only Driveway onto SR 0230 on the east side of the convenience store lot located approximately 425 feet from the stop bar at the signalized intersection of SR 0230/Cloverleaf Road

This TIS was prepared for a 2024 Opening Year and a 2029 Horizon Year. The following conclusions and recommendations are provided for the study area and the study area intersections:

SR 0230 and SR 0743 (Maytown Road)

- No improvements are necessary to mitigate the impact of traffic from the proposed development.

SR 0230 and Groff Avenue

- Level of service deficiencies exist at this intersection and will continue in the future traffic projections without or with traffic from the proposed development. Many of the residential developments that were included in the background traffic projections will contribute to traffic volumes at this intersection as well.

SR 0230 and Giant Plaza Driveway/Carey Lane

- No improvements are necessary to mitigate the impact of traffic from the proposed development.

SR 0230 and Speedway Driveway/Market Square Driveway

- No improvements are necessary to mitigate the impact of traffic from the proposed development.

SR 0230 and Sheaffer Road

- No improvements are necessary to mitigate the impact of traffic from the proposed development.

SR 0230 and Cloverleaf Road/Colebrook Road

- Minor traffic signal timing adjustments can mitigate impacts of the proposed development traffic.

SR 0230 and Ridge Run Road

- No improvements are necessary to mitigate the impact of traffic from the proposed development.

Colebrook Road and Harrisburg Avenue

- Installation of traffic signal control is required to mitigate the impact of traffic from the proposed development. It is noted that traffic signal installation at this intersection is identified as a future intersection improvement in the Mount Joy Township Capital Improvements Plan.

Cloverleaf Road and Andrew Avenue/Norlanco Drive

- No improvements are necessary to mitigate the impact of traffic from the proposed development.

Cloverleaf Road and Schwanger Road

- Minor traffic signal timing adjustments can mitigate impacts of the proposed development traffic.

Cloverleaf Road and Merts Drive

- No improvements are necessary to mitigate the impact of traffic from the proposed development.

Cloverleaf Road and PA Route 283 Eastbound Ramps

- Level of service deficiencies exist at this intersection and will continue in the future traffic projections without or with traffic from the proposed development. The Mount Joy Township Capital Improvements Plan identifies improvement options for the PA Route 283/Cloverleaf Road interchange. Completion of those improvements by any individual development is not feasible. Traffic Impact Fees collected by the Township for this project can be applied to those improvement solutions.

Cloverleaf Road and PA Route 283 Westbound Ramps

- No improvements are necessary to mitigate the impact of traffic from the proposed development.

SR 0230 and Right-In Access (near Convenience Store)

- Right turn lane analyses indicate that a 150-foot westbound right turn lane, with a 100-foot taper, is warranted along SR 0230 for traffic entering the proposed Right-In Access using 2029 Horizon Year traffic volumes.

SR 0230 and Proposed Access Drive

- Installation of traffic signal control is necessary to provide adequate levels of service at this proposed intersection. A 175-foot westbound right turn lane, with a 100-foot taper, will be constructed to accommodate traffic entering the Proposed Access Drive. The existing two-way center left turn only lane will be restriped to show a 250-foot eastbound left turn lane. Two (2) exiting lanes will be provided on the Proposed Access Drive.
- Sight distances for traffic entering and exiting the Proposed Access Drive are in excess of PennDOT sight distance criteria.

Cloverleaf Road and Right-In Access (near Convenience Store)

- Right turn lane analyses indicate that a 150-foot northbound right turn lane, with a 100-foot taper, is warranted along Cloverleaf Road for traffic entering the proposed Right-In Access using 2029 Horizon Year traffic volumes.

Cloverleaf Road and Eastern Parcels Access

- The Eastern Parcels Access will be designed to permit left-in/right-in/right-out movements (no exiting left turn movement will be permitted).
- A 275-foot southbound left turn lane and a 150-foot northbound right turn lane will be constructed on SR 230 to accommodate traffic entering the proposed Eastern Parcels Access.

- Sight distances for traffic entering and exiting the Eastern Parcels Access are in excess of PennDOT sight distance criteria.

- It is recommended that STOP (R1-1, 30"x30") and NO LEFT TURN (R3-2, 30"x30") be provided on the proposed Eastern Parcels Access approach for traffic exiting the development site.

INTRODUCTION

A retail development, Mount Joy Town Center, is proposed for a tract of land in Mount Joy Township, Lancaster County. The site is located in the northeast corner of the intersection of SR 0230 and Cloverleaf Road (SR 4025). This Transportation Impact Study (TIS) was performed assuming the following land uses:

Convenience Store with Gasoline Pumps
127,000 square feet of general retail space

It is noted that the current plans shows approximately 105,000 square feet of general retail space, so the trip generation projections used in this TIS result in conservative analyses.

Currently proposed access locations are as follows:

- 1) Signalized access onto SR 0230 located approximately 1,050 feet east of Cloverleaf Road
- 2) Right-in only driveway onto Cloverleaf Road on north side of convenience store parcel
- 3) Left-In/Right-In/Right-Out Driveway onto Cloverleaf Road located 550 feet north of SR 0230
- 4) Right-In Only Driveway onto SR 0230 on the east side of the convenience store lot located approximately 425 feet from the stop bar at the signalized intersection of SR 0230/Cloverleaf Road

The following report contains analysis, conclusions, and recommendations for accommodation of traffic volumes anticipated to be generated by the proposed development site.

Grove Miller Engineering, Inc. has been retained by Penmark Management Company, Inc. to conduct a TIS for the development site. The scope of the TIS was confirmed by PennDOT and Mount Joy Township. Study scope documentation and study correspondence are included in Appendix P. The study methodology and traffic analyses documented in this transportation impact study report are in accordance with guidelines in Appendix A - Policies and Procedures for Transportation Impact Studies Related to Highway Occupancy Permits of Publication 282, dated July 2017 and Township SALDO requirements.

Land Use Context

The development site is located in an area defined by PennDOT as an Urban Area. When the existing land use of the proposed development site and the land uses of the properties immediately surrounding the site are considered, the area can be defined as a Suburban Corridor and SR 0230 and Cloverleaf Road (SR 4025) can be considered Community Arterials based upon criteria in Publication 10X (Design Manual Part 1X), Appendix B.

Study Area Transportation Facilities

Based on the scoping process, the study area consists of the following intersections:

- SR 0230 and SR 0743 (Maytown Road)
- SR 0230 and Groff Avenue
- SR 0230 and Giant Plaza Driveway/Carey Lane
- SR 0230 and Speedway Driveway/Market Square Driveway
- SR 0230 and Sheaffer Road
- SR 0230 and Cloverleaf Road/Colebrook Road
- SR 0230 and Ridge Run Road
- Colebrook Road and Harrisburg Avenue
- Cloverleaf Road and Andrew Avenue/Norlanco Drive
- Cloverleaf Road and Schwanger Road

- Cloverleaf Road and Merts Drive
- Cloverleaf Road and PA 283 Eastbound Ramps
- Cloverleaf Road and PA 283 Westbound Ramps
- SR 0230 and Right-In Access (near Convenience Store)
- SR 0230 and Proposed Access Drive
- Cloverleaf Road and Right-In Access (near Convenience Store)
- Cloverleaf Road and Eastern Parcels Access

Photographs of the study area intersections are provided in Appendix F, while documentation of existing roadway conditions and transportation facilities are included in Appendix E.

There are no existing sidewalks along SR 0230 or Cloverleaf Road in the area of the development site. Pedestrian accommodations are provided at the signalized intersection of SR 0230 and Cloverleaf Road. Bicycles share the roadway with passenger vehicles, trucks, and busses.

Study Area Map

A map showing the study area and the proposed site location is provided in Appendix B, Figure 1.

Site Plan

The site plan depicts the current development proposal of a convenience store with gasoline pumps and general retail space. It is noted that the current plans shows approximately 105,000 square feet of general retail space, so the trip generation projections used in this TIS result in conservative analyses.

Currently proposed access locations are as follows:

- 1) Signalized access onto SR 0230 located approximately 1,050 feet east of Cloverleaf Road
- 2) Right-in only driveway onto Cloverleaf Road on north side of convenience store parcel
- 3) Left-In/Right-In/Right-Out Driveway onto Cloverleaf Road located 550 feet north of SR 0230
- 4) Right-In Only Driveway onto SR 0230 on the east side of the convenience store lot located approximately 425 feet from the stop bar at the signalized intersection of SR 0230/Cloverleaf Road

This TIS was prepared for a 2024 Opening Year and a 2029 Horizon Year.

DATA COLLECTION

Manual turning movement counts (TMC) were conducted at the following study area intersections:

- SR 0230 and SR 0743 (Maytown Road)
- SR 0230 and Groff Avenue
- SR 0230 and Giant Plaza Driveway/Carey Lane
- SR 0230 and Speedway Driveway/Market Square Driveway
- SR 0230 and Sheaffer Road
- SR 0230 and Cloverleaf Road/Colebrook Road
- SR 0230 and Ridge Run Road
- Colebrook Road and Harrisburg Avenue
- Cloverleaf Road and Andrew Avenue/Norlanco Drive
- Cloverleaf Road and Schwanger Road
- Cloverleaf Road and Merts Drive
- Cloverleaf Road and PA 283 Eastbound Ramps
- Cloverleaf Road and PA 283 Westbound Ramps

The TMC were conducted during the weekday morning (6:00 AM to 9:00 AM), weekday afternoon (3:00 PM to 6:00 PM), and Saturday (11:00 AM to 2:00 PM) peak periods. The TMC traffic counts were conducted in March 2022. No seasonal adjustments were applied to the raw count data.

Automatic traffic recorder (ATR) counts were conducted along SR 0230, Cloverleaf Road, and Ridge Run Road in the area of the development site. The TMC and ATR data sheets are provided in Appendix H.

EXISTING STUDY AREA CONDITIONS

The area around the proposed development is within an urban boundary but is more characteristic of a suburban corridor. SR 0230 and Cloverleaf Road (SR 4025) are the major roadways providing access to the development site.

Roadway Network

The study area includes the following roadways:

SR 0230. SR 0230 is a three-lane roadway (one lane in each direction and a center left-turn only lane) running in an east/west direction south of and adjacent to the development site. The roadway is classified as a Community Arterial using Publication 10X (Design Manual 1X), Appendix B. The current average daily traffic (ADT) volume on SR 0230 is approximately 10,000 vehicles per day in the vicinity of the proposed development site. Pavement markings consist of a yellow center left-turn only pattern and white edge lines. The posted speed limit along SR 0230 is 45 miles per hour (mph) along the western development frontage (west of Cloverleaf Road) and for approximately 1,500 feet east of Cloverleaf Road. The posted speed limit to the east of that location (along the eastern development frontage) is 55 mph..

Cloverleaf Road (SR 4025). Cloverleaf Road is a two-lane roadway running in a north/south direction adjacent to the development site. Cloverleaf Road is designated as SR 4025 through the study area. The roadway is classified as a Community Arterial using Publication 10X (Design Manual 1X), Appendix B. The current ADT volume on Cloverleaf Road is approximately 16,000 vehicles per day in the vicinity of the proposed development site. Pavement markings consist of a double yellow center line and white edge lines. The posted speed limit along Cloverleaf Road is 40 mph in the area of the development site.

Ridge Run Road (T-327). Ridge Run Road is a two-lane roadway running in a north/south direction east of and adjacent to the development site. Ridge Run Road is designated as T-327. The roadway is classified as a Local Road using Publication 10X (Design Manual 1X), Appendix B. The current ADT volume on Ridge Run Road is approximately 775 vehicles per day in the vicinity of the proposed development site. Pavement markings consist of a double yellow center line. The posted speed limit along Ridge Run Road is 35 mph in the area of the development site.

Maytown Road (SR 0743). Maytown Road is a two-lane roadway running in a north/south direction west of the development site. Maytown Road is designated as SR 0743 through the study area. Pavement markings consist of a double yellow center line and white edge lines. The posted speed limit along Maytown Road is 35 mph in the area of SR 0230.

Groff Avenue. Groff Avenue is a two-lane roadway running in a north/south direction west of the development site. Groff Avenue is a Borough street. Pavement markings consist of a double yellow center line. The posted speed limit along Groff Avenue is 35 mph in the area of SR 0230.

Sheaffer Road (T-888). Sheaffer Road is a two-lane roadway running in a north/south direction west of the development site. Sheaffer Road is designated as T-888 in the study area. Pavement markings consist of a double yellow center line. The posted speed limit along Sheaffer Road is 35 mph in the area of SR 0230.

Harrisburg Avenue (SR 4018). Harrisburg Avenue is a two-lane roadway running in an east/west direction south of the development site. Harrisburg Avenue is designated as SR 4018 through the study area. Pavement markings consist of a double yellow center line and white edge lines. The posted speed limit along Harrisburg Avenue is 35 mph in the area of Cloverleaf Road.

Andrew Avenue. Andrew Avenue is a two-lane roadway running in an east/west direction west of the development site. Andrew Avenue is designated as T-351 through the study area. Pavement markings consist of a double yellow center line in the area of Cloverleaf Road. The posted speed limit along Andrew Avenue is 25 mph in the area of Cloverleaf Road.

Norlanco Drive. Norlanco Drive is a two-lane roadway running in an east/west direction north of the development site. Norlanco Drive is designated as T-351 through the study area. Pavement markings consist of a double yellow center and white edge lines. The posted speed limit along Norlanco Drive is 25 mph in the area of Cloverleaf Road.

Schwanger Road. Schwanger Road is a two-lane roadway running in an east/west direction north of the development site. Schwanger Road is designated as T-843 through the study area. Pavement markings consist of a double yellow center line and white edge lines. The posted speed limit along Schwanger Road is 35 mph in the area of SR Cloverleaf Road.

Merts Drive. Merts Drive is a two-lane roadway running in an east/west direction north of the development site. Merts Drive is designated as T-833 through the study area. Pavement markings consist of a double yellow center line and white edge lines. The posted speed limit along Merts Drive is 25 mph in the area of Cloverleaf Road.

Existing traffic signal permit plans are provided in Appendix B, Figure 3d.

Volumes and Capacity

Capacity and queue analyses were completed using Synchro Software, Version 11.1, Build 2, Revision 9. The existing coordination or MAX signal times were utilized for existing conditions. Capacity analyses for existing conditions at study area intersections are summarized in Appendix A, Table 1. Existing traffic volumes and levels of service at study area intersections are shown in Appendix B, Figures 3a through 3c. The capacity analyses worksheets are provided in Appendix L.

Pedestrian/Bicycle Facilities

There are no existing sidewalks along SR 0230 or Cloverleaf Road in the area of the development site. Pedestrian accommodations are provided at the signalized intersection of SR 0230 and Cloverleaf Road. Bicycles share the roadway with passenger vehicles, trucks, and busses.

Transit Facilities

Red Rose Transit does not provide bus service in the study area.

OPENING YEAR CONDITIONS WITHOUT DEVELOPMENT

Traffic analyses conducted for conditions without the development are documented in this report section. The 2024 Opening Year was analyzed.

Background Growth Factors

Traffic projections were made in order to account for growth in background traffic volumes which may result from other future, potential development in the region. The 2022 traffic count volumes were projected to the 2024 Opening Year using a 0.60 percent annual traffic growth rate. The traffic growth rate was referenced from growth factor data provided by the PennDOT Bureau of Planning and Research and is documented in Appendix I. Opening Year traffic volumes are shown in Appendix C, Figure 5a. Traffic volume projections are documented in spreadsheet format in Appendix K.

Adjacent Development Traffic

The Township provided information regarding six (6) other development projects in the area. The developments are: Featherton 5, 1376 Campus Road, 1925 Sheaffer Road, Westbrooke IV, Raffensperger, and Westmount. Traffic for these developments was included in the traffic projections where appropriate (TIS submitted to the Township prior to the TIS submission for this development).

Capacity Analysis

Capacity and queue analyses were completed using Synchro Software, Version 11.1, Build 2, Revision 9. Traffic signal timings were optimized for No Build conditions. Capacity analyses for the Opening Year without development conditions at study area intersections are summarized in Appendix A, Table 1. The capacity and queue analyses worksheets are provided in Appendix L.

HORIZON YEAR CONDITIONS WITHOUT DEVELOPMENT

Traffic analyses conducted for conditions without the development are documented in this report section. The 2029 Horizon Year was analyzed.

Background Growth Factors

Traffic projections were made for the Horizon Years in a similar manner as the projections for the Opening Years as defined in the previous report section. Horizon Year traffic volumes are shown in Appendix D, Figure 6a.

Adjacent Development Traffic

Adjacent developments, as defined in the previous report sections, were included in the traffic projections.

Capacity Analysis

Capacity and queue analyses were completed using Synchro Software, Version 11.1, Build 2, Revision 9. Traffic signal timings were optimized for No Build conditions. Capacity analyses for Horizon Year conditions at study area intersections are summarized in Appendix A, Table 1. The capacity and queue analyses worksheets are provided in Appendix L.

DEVELOPMENT DESCRIPTION

Site Narrative

A retail development, Mount Joy Town Center, is proposed for a tract of land in Mount Joy Township, Lancaster County. The site is located in the northeast corner of the intersection of SR 0230 and Cloverleaf Road (SR 4025). This Transportation Impact Study (TIS) was performed assuming the following land uses:

Convenience Store with Gasoline Pumps
127,000 square feet of general retail space

It is noted that the current plans shows approximately 105,000 square feet of general retail space, so the trip generation projections used in this TIS result in conservative analyses.

Currently proposed access locations are as follows:

- 1) Signalized access onto SR 0230 located approximately 1,050 feet east of Cloverleaf Road
- 2) Right-in only driveway onto Cloverleaf Road on north side of convenience store parcel
- 3) Left-In/Right-In/Right-Out Driveway onto Cloverleaf Road located 550 feet north of SR 0230
- 4) Right-In Only Driveway onto SR 0230 on the east side of the convenience store lot located approximately 425 feet from the stop bar at the signalized intersection of SR 0230/Cloverleaf Road

The land use at and surrounding the site is suburban based on the criteria discussed in Publication 10X (Design Manual 1X), Appendix B and will not change as a result of the proposed development.

This TIS was prepared for a 2024 Opening Year and a 2029 Horizon Year.

Sight Distance Analysis

Sight distances were evaluated at the proposed site access locations onto SR 0230 and Cloverleaf Road to determine if available lines of sight meet PennDOT sight distance criteria. Sight distances were measured and compared with the published safe sight distance criteria in Regulations Chapter 441. A summary of sight distance criteria and measurements for the intersections can be found in Tables 3 and 4.

Table 3. Sight Distance Evaluation Summary:
 SR 0230 and Proposed Access Drive

Location	Direction	Observed Sight Distance (ft)	Required Sight Distance (ft)	Acceptable
Proposed Access Drive @ SR 0230	Left (east)	1,000+	635 ⁽¹⁾	YES
	Right (west)	1,000+	570 ⁽¹⁾	YES
vehicle approaching from rear on major street	EB	1,000+	376 ⁽²⁾	YES
left turn from major street	EB left	960	445 ⁽³⁾	YES

(1) Ch 441, Table 1

(2) Minimum safe stopping sight distance

(3) Ch 441, Table 5

Table 4. Sight Distance Evaluation Summary:
 Cloverleaf Road and Eastern Parcels Access

Location	Direction	Observed Sight Distance (ft)	Required Sight Distance (ft)	Acceptable
Eastern Parcels Access @ Cloverleaf Road	Left (south)	500	540 ⁽¹⁾ 304 ⁽²⁾	YES
	Right (north)	N/A	N/A	YES
vehicle approaching from rear on major street	SB	497	325 ⁽²⁾	YES
left turn from major street	SB left	472	375 ⁽³⁾	YES

(1) Ch 441, Table 1

(2) Minimum safe stopping sight distance

(3) Ch 441, Table 5

The sight distance evaluations indicate that the lines of sight at the proposed site access locations are acceptable and provide for safe traffic movements.

Documentation of sight distance evaluations is provided in Appendix N.

Trip Generation

The Institute of Transportation Engineers (ITE), Trip Generation Manual, 11th Edition (2021) was used to estimate the number of trips which could be generated by the Mount Joy Town Center site. Table 5 summarizes the trip generation projections for the site, and trip generation calculation worksheets are provided in Appendix J.

Table 5. Proposed Land Use and Trip Generation Summary

Land Use (Code)	Daily Trips	Peak Hour Trips					
		AM Enter	AM Exit	PM Enter	PM Exit	SAT Enter	SAT Exit
Retail (821)	11,213	279	171	526	570	557	536
Pass-By Trips	–	0	0	210	228	173	166
New Trips	–	279	171	316	342	384	370
Conv. Store (945)	3,690	189	190	161	162	175	182
Pass-By Trips	–	144	144	121	121	114	118
New Trips	–	45	46	40	41	61	64
Total Site Trips	14,903	468	361	687	732	732	718
Total Pass-By Trips	–	144	144	331	349	287	284
Total New Trips	–	324	217	356	383	445	434

For the Convenience Store land use, trip generation calculations were performed using the number of vehicle fueling positions category with the building square footage as the secondary variable, and then with the building square footage category with the number of fueling positions as the secondary variable to determine the most conservative estimates. The most conservative estimate was used in the trip generation projections.

Pass-By Trips

Pass-By Trips are applicable to land uses associated with this development and were applied based on the following percentages:

- Shopping Plaza (40,000-150,000 sq. ft.) - 40% PM, 31% SAT
- Convenience Store - 76% AM, 75% PM, 65% SAT (assume 10% less than PM)

Documentation is provided in Appendix J.

Internal Capture Trips

Internal capture trips are applicable to the proposed land uses.

Trip Distribution/Assignment

New and pass-by trips generated by the proposed development were distributed onto the surrounding roadway network based on gravity models as approved during the TIS Scoping Application process. The trip distributions for the peak hours are shown in Appendix B, Figures 4a and 4b. Additional trip distribution documentation is provided in Appendix K.

OPENING YEAR CONDITIONS WITH DEVELOPMENT

Traffic analyses conducted for conditions with the development are documented in this report section. The 2024 Opening Year was analyzed.

Volumes and Capacity Analysis

Capacity and queue analyses were completed using Synchro Software, Version 11.1, Build 2, Revision 9. The traffic signal timings that were optimized for No Build conditions were utilized for Build conditions. Capacity analyses for Opening Year traffic conditions with development at study area intersections are summarized in Appendix A, Tables 1, 3, and 5. Projected traffic volumes at study area intersections are shown in Appendix C, Figure 5b for the Opening Year. The capacity analyses worksheets are provided in Appendix L.

HORIZON YEAR CONDITIONS WITH DEVELOPMENT

Traffic analyses conducted for conditions with the development are documented in this report section. The 2029 Horizon Year was analyzed.

Volumes and Capacity Analysis

Capacity and queue analyses were completed using Synchro Software, Version 11.1, Build 2, Revision 9. The traffic signal timings that were optimized for No Build conditions were utilized for Build conditions. Capacity analyses for Horizon Year traffic conditions with development at study area intersections are summarized in Appendix A, Table 1. Projected traffic volumes at study area intersections are shown in Appendix D, Figure 6b for the Horizon Year. The capacity analyses worksheets are provided in Appendix L.

Traffic Signal Warrant Analyses

Traffic signal warrant analyses were performed for the intersection of SR 0230/ Proposed Access Drive. The analyses indicate that the peak hour volume warrant is justified during the 2024 Opening Year with the proposed development traffic. The analyses are provided in Appendix O.

Queue Analysis

Queue analyses were performed for the study intersections using the traffic volumes for the 2029 Horizon Year. The analyses provided recommendations for proposed turning lanes and assessed whether existing storage lanes for turning movements are adequate to accommodate the additional traffic generated by the proposed development. The results of the queue analyses are presented in Appendix A, Table 2. Queue analyses worksheets are provided with the capacity analyses worksheets in Appendix L.

Left Turn Lane Analyses

The 2029 Horizon Year traffic volumes were analyzed to determine whether PennDOT guidelines for left turn lanes may be satisfied along SR 0230 and Cloverleaf Road at the proposed site access locations. The analyses indicated the following:

SR 0230/Proposed Access Drive: 250-foot eastbound left turn lane is warranted

Cloverleaf Rd/Eastern Parcels Access: 275-foot southbound left turn lane is warranted

The figures used in the left turn lane analyses are included in Appendix M.

Right Turn Lane Analyses

The 2029 Horizon Year traffic volumes were analyzed to determine whether PennDOT guidelines for right turn lanes may be satisfied along SR 0230 and Cloverleaf Road at the proposed site access locations. The analyses indicated the following:

SR 0230/Right-In Access: 150-foot westbound right turn lane is warranted

SR 0230/Proposed Access Drive: 175-foot westbound right turn lane is warranted

Cloverleaf Rd/Right-In Access: 150-foot northbound right turn lane is warranted

Cloverleaf Rd/Eastern Parcels Access: 150-foot northbound right turn lane is warranted

The figures used in the right turn lane analyses are included in Appendix M.

MITIGATION IDENTIFICATION AND RECOMMENDATIONS

The recommended improvements for off-site intersections are documented in this report section.

SR 0230/Cloverleaf Road - traffic signal timing adjustments in PM peak hour

Colebrook Road/Harrisburg Avenue - traffic signal installation

Cloverleaf Road/Schwanger Road - traffic signal timing adjustments in PM peak hour

Alternative Transportation Plan

No Alternative Transportation Plan is proposed.

CONCLUSIONS AND RECOMMENDATIONS

The conclusions and recommendations are documented in the Executive Summary of the study report.

Exhibit A-11 Transportation Details and Design Incentives

Mount Joy Town Center

W. Main St. (Route 230), Mount Joy, Pennsylvania, 17552

Retail stores and shopping centers in excess of 10,000 square feet of gross floor area

Sheet Index

Sheet Number

Sheet Title

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3 - 11	Bus Stop
12 - 14	Park and Ride
15 - 16	Building Design
17 - 18	Architectural
19 - 21	Drive-through Facilities

Bus Stops

Zoning Code Requirements

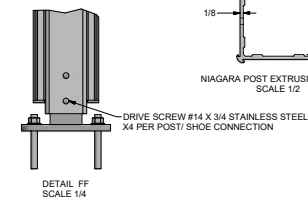
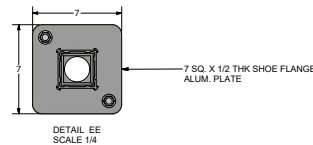
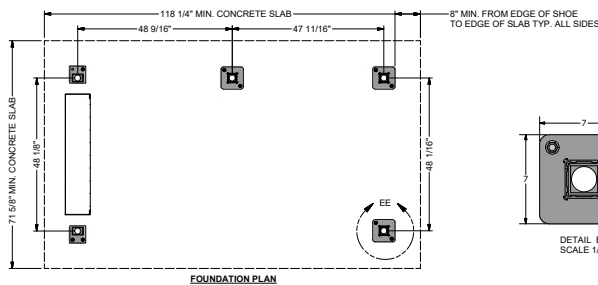
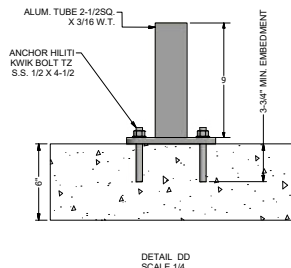
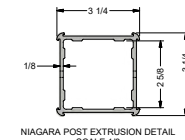
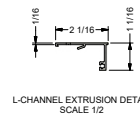
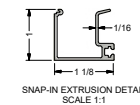
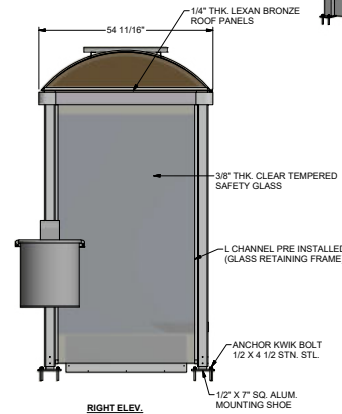
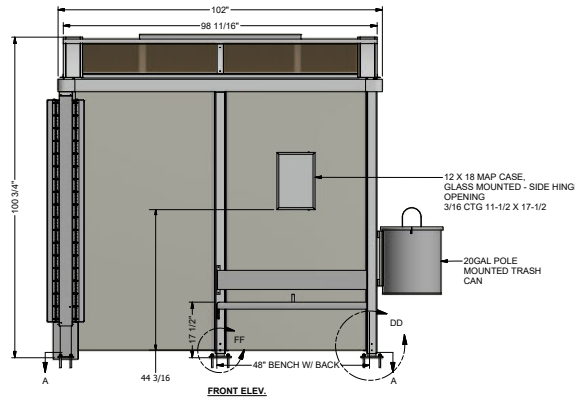
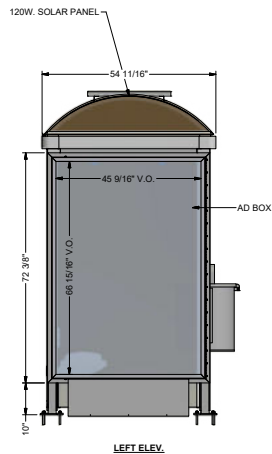
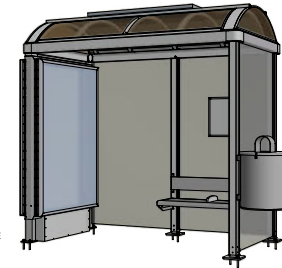
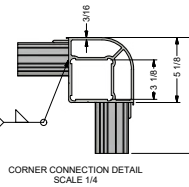
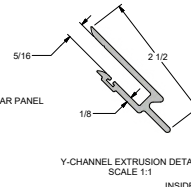
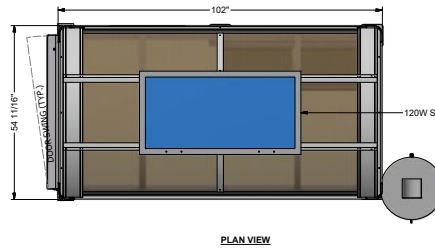
A retail store or shopping center in excess of 50,000 square feet of gross floor area shall provide an improved bus stop which shall be conveniently accessible for patrons who would travel to and from the site by bus. Such bus stop shall include a shelter, seating, a waste receptacle, and at least one shade tree. The location of the required bus stop shall be reviewed by and be acceptable to the Red Rose Transit Authority. If service is currently unavailable along the subject property, the applicant shall provide a cash escrow fund in lieu of constructing the bus shelter or enter into an agreement with the Township to install such bus shelter at the time bus routes are added or changed to provide access to the retail or shopping center use; such agreement shall be recorded at the Lancaster Recorder of Deeds Office, shall be referenced on the land development plan and shall be in a form acceptable to the Township Solicitor. An easement area shall be designated on the plans for the future location of the bus stop. The easement area shall be reviewed and be acceptable to the Red Rose Transit Authority.

Bus Stops

Cut Sheet

GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70C5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-90. ELECTRODES SHALL CONFORM TO AWS/SAF 5.10 CLASS EN403.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL.

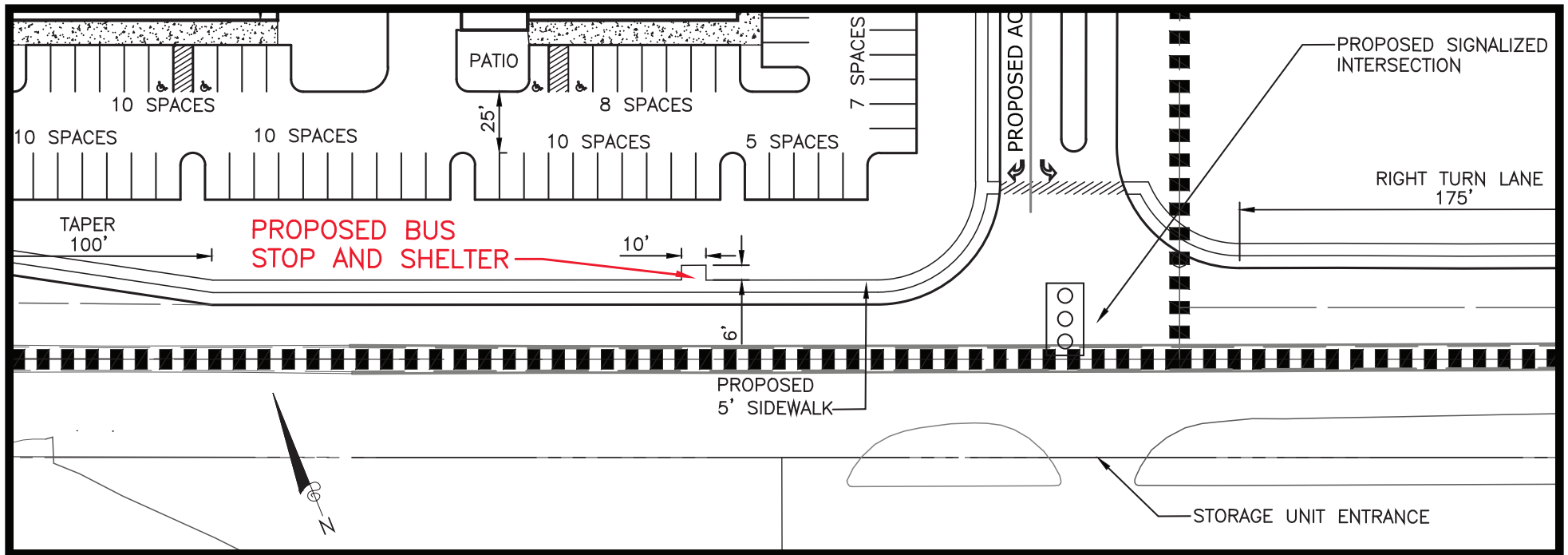


THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PREPARED TO BE USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK. AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.

TOLAR MANUFACTURING COMPANY, INC. 558 MARKET CHASE, CHICAGO, IL 60679	
PROJECT: #ADLOW DOME NIAGARA SHELTER	
DRAWING NO.: LANCASTER & BERKS COUNTIES, PA	
DATE: 3/5/2019	SCALE: 35003-00
DATE NOTED: 3/5/2019	REVISION: RFARR

Bus Stops

Location



DETAILED BUS STOP PLAN VIEW



Drawn by: BRC at D.C. Gohn Associates, Inc.

Bus Stops

Landscaping

Bus Stops

Elements

[2] Design Resources

Basic Bus Stop Elements

Bus stop elements are curbside facilities located at a bus stop to provide safe access to the bus service, make the stop visible, and enhance the comfort of waiting passengers.

1 ADA Loading Pad

- Firm and stable surface
- Minimum clear length of 8' measured perpendicular to the roadway
- Minimum clear width of 5' measured parallel to the roadway

2 Informational Signage

- Minimum 2' between the sign support and the curb/edge of the roadway
- Not obstructing pedestrian route
- Mounted on a post (or a shelter) that does not include any traffic control devices

3 Shelter, Bench, Bicycle Parking, Lighting, Trash Receptacle, and other Amenities (optional)

- Locate amenities to ensure they do not obstruct access to the bus stop or the pedestrian access route
- Consider maintenance responsibilities and requirements before installation

4 Accessible Route

- Desirable minimum width of 4' with a required minimum clear width of 3'

5 Accessible Route (through the stop and to destinations)

- Firm, stable, and slip resistant surface
- Desirable minimum width of 5' with a required minimum clear width of 4'

6 Clear Zone for Rear Door and Waiting Area

- Level area free of obstructions to wait for the bus and access the bus via the rear door

7 No Parking Signs or Designation (if applicable)

- No parking may be designated with signs, painted curbs, and/or pavement markings
- Municipalities are responsible for no parking designations

8 Safety Buffer

- Buffer distance between the end of the bus stop zone and a crosswalk, intersection, or driveway

Landscaping / Stormwater

- Locate trees, landscape, and stormwater management features to ensure they do not obstruct access for pedestrians or visibility

Bus Stops

Construction

Construction of Bus Stop and Concrete Pad for Shelter

The construction of the bus stop will be done in accordance with local construction requirements and guidelines with consideration of the ADA Standards and Guidelines.

The bus shelter supplier provides specifications for the construction of the concrete pad. The typical pad concrete specifications listed below may be modified based on the requirements of an individual supplier, project need and local construction requirements and guidelines.

- Size of concrete pad will depend on the size of the shelter installed. For example: for a 5 FT x 8 FT shelter the recommended concrete pad measures a minimum of 6 FT x 10 FT.
- Concrete pads to be 3000 PSI concrete 6 inches to 8 inches thick, 3 inch to 4 inch slump and 5 – 7% air entrained.
- ¾ inch gravel – 4 inches to 6 inches deep underlay.
- Fiberglass mesh screen or steel re-bar for re-enforcement.
- Fiber board at perimeter and expansion joints when pad exceeds 12 FT in length.
- Exposed edges to have a 1 inch chamfer.
- Pad surface shall be broom finished.
- Shelters must be grounded as per local electrical codes.
- Minimum 21 day slab cure prior to bus shelter anchor installation.

Construction of Boarding and Alighting Area

The construction of a Boarding and Alighting Area will be done in accordance with local construction requirements and guidelines with consideration of the ADA Standards and Guidelines.

Bus Stops

ADA Standards and Guidelines

Boarding and Alighting Area

For an accessible bus stop, SCTA needs a boarding and alighting area for the deployment of the bus ramp that is a minimum of 60 inches long parallel to the roadway and a minimum of 96 inches perpendicular to the roadway from the curb. If the project has a grass strip between the curb and sidewalk, the concrete boarding and alighting area must cover the grass area between the curb and sidewalk.

In order to meet the requirement for a boarding and alighting area at a bus stop, there is typically no need to depress the boarding and alighting area and curb in order for the bus stop area to be level with the street pavement. The boarding and alighting area will be constructed and incorporated as part of the typical construction of the curb and sidewalk.

Parallel to the roadway the slope of the boarding and alighting area is the same as the roadway to the maximum extent practicable. Perpendicular to the roadway the slope is $\leq 1:48$ (2.1%).

Connections

Bus stop boarding and alighting areas and bus shelters shall be connected to streets, sidewalks or pedestrian paths by an accessible route complying with ADA standards.

Bus Shelters

- The bus shelter shall be connected by an accessible route complying with ADA standards to the bus stop boarding and alighting area.
- Clear floor space of ≥ 30 inches by ≥ 48 inches entirely within the shelter.
- One side of the clear floor space shall adjoin an accessible route.
- If the clear floor space is confined on any of the three sides, width ≥ 36 inches for front approach or length ≥ 60 inches for parallel approach.
- For the clear floor space, the surface shall be stable, firm and slip resistant and no changes in level $> \frac{1}{4}$ inch.

Bus Stops

Transit Authority Letter



45 Erick Road, Lancaster, PA 17601-3111 ■ Phone: 717-397-5613

24 February 2023

Craig T. Edwards, Esquire
Pennmark Management Company, Inc.
1000 Germantown Pike, Suite A-2
Plymouth Meeting, PA 19462

Re: New Bus Stop potential - Mt. Joy TWP PA (RT 230)

Dear Mr. Edwards,

Thank you for contacting South Central Transit Authority/SCTA about a new bus stop at the proposed shopping center along PA230 in Mount Joy Township.

SCTA supports the installation of a bus stop and bus shelter at this site in a location and manner that meets our specifications. We look forward to working with you as the land development plan moves through the municipal approval process so that the appropriate location for the bus stop and shelter can be determined.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Ahlskog", is written over a light blue circular background.

Lauri P. Ahlskog, AICP
Manager of Transit Planning & Compliance

Bus Stops

Examples



Park and Ride

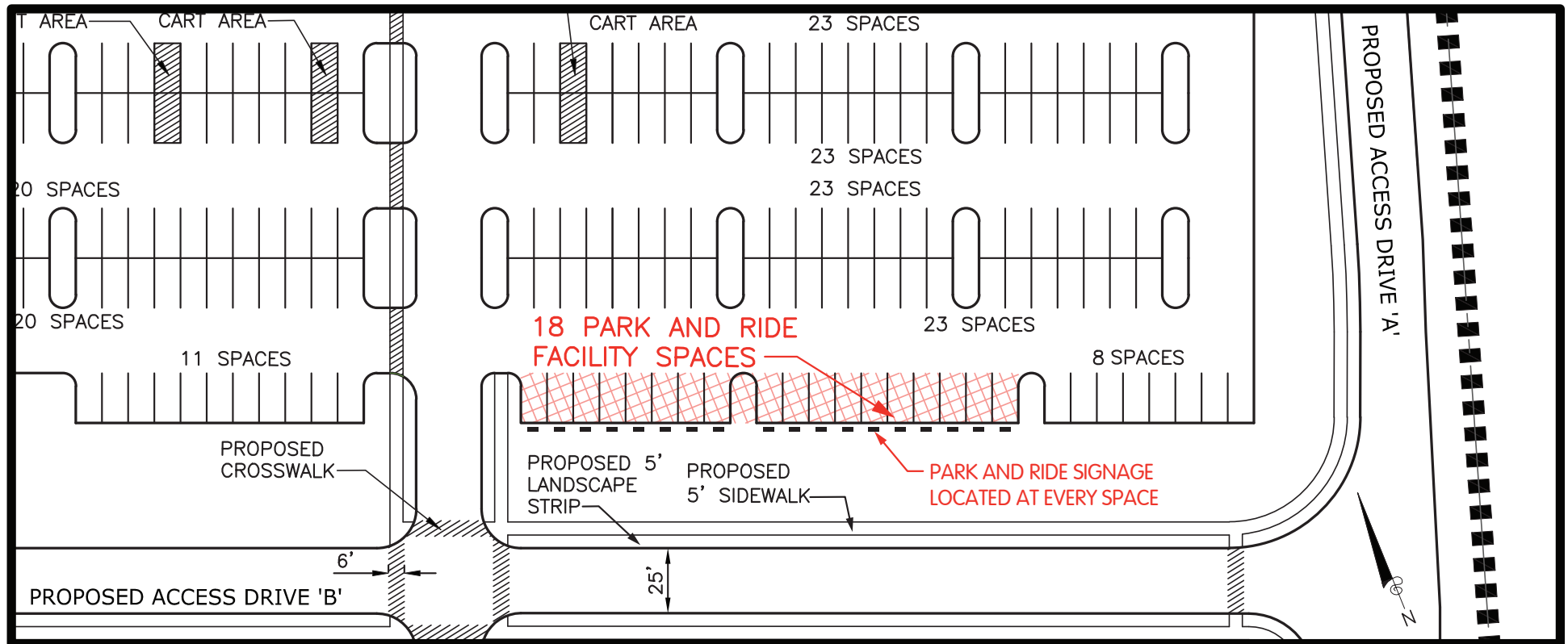
Zoning Code Requirements

Any retail store or shopping center in excess of 50,000 square feet of gross floor area that is located within one mile of a Route 283 interchange shall integrate a portion of the required off-street parking spaces for public use as a park-and-ride facility. The facility shall be readily identifiable and conveniently accessible to passing motorists. At least 3% of the parking spaces provided for the use shall be for public use as a park-and-ride area. The Zoning Hearing Board may permit the required number of parking spaces to be provided for public use as a park-and-ride area to be reduced by special exception in accordance with the following criteria:

- a. The applicant shall provide evidence, prepared by a traffic engineer, justifying the proposed reduced number of park-and-ride spaces, which shall include a study of the number of vehicles currently utilizing areas in the vicinity of the Route 283 interchange closest to the proposed retail store or shopping center as de facto park-and-ride facilities.
- b. Any such proposal for a reduced number of park-and-ride spaces shall consider, in addition to the existing utilization of de facto park-and-ride facilities, the annual traffic growth rate recommended by PennDOT's Bureau of Planning and Research for the adjacent roadway currently utilized as a de facto park-and-ride in determining the appropriate number of spaces.

Park and Ride

Location



PARK AND RIDE PLAN VIEW



Drawn by: BRC at D.C. Gohn Associates, Inc.

Park and Ride

Signage



Building Design

Zoning Code Requirements

All retail stores and shopping centers shall be constructed in accordance with an overall plan and shall be designed as a single architectural style with appropriate landscaping. Retail stores and shopping centers that are located in the C-1 District shall contain an architectural style that is reminiscent of the residential and rural areas of the Township which are located in close proximity to the C-1 Zoning District. A "Commercial Village" style of development shall be utilized to the greatest extent possible in the C-1 District.

Building Design

Commercial Village Sketch



Architectural

Zoning Code Requirements

Whenever an individual building of 30,000 square feet of gross leasable floor area or greater on the ground floor is proposed, the applicant shall provide for all of the following building design elements:

- a. The building shall not have a flat roof, unless it has a parapet wall screening all mechanical equipment from public view along streets and sidewalks; and
- b. The length of the façade of any new building which exceeds 32 feet in length shall have vertical design elements, such as pilasters, columns, piers, or recesses or projections of one to four feet, so that no new vertical bay or section of a building façade exceeds 32 continuous feet in length

Architectural

Cross Section

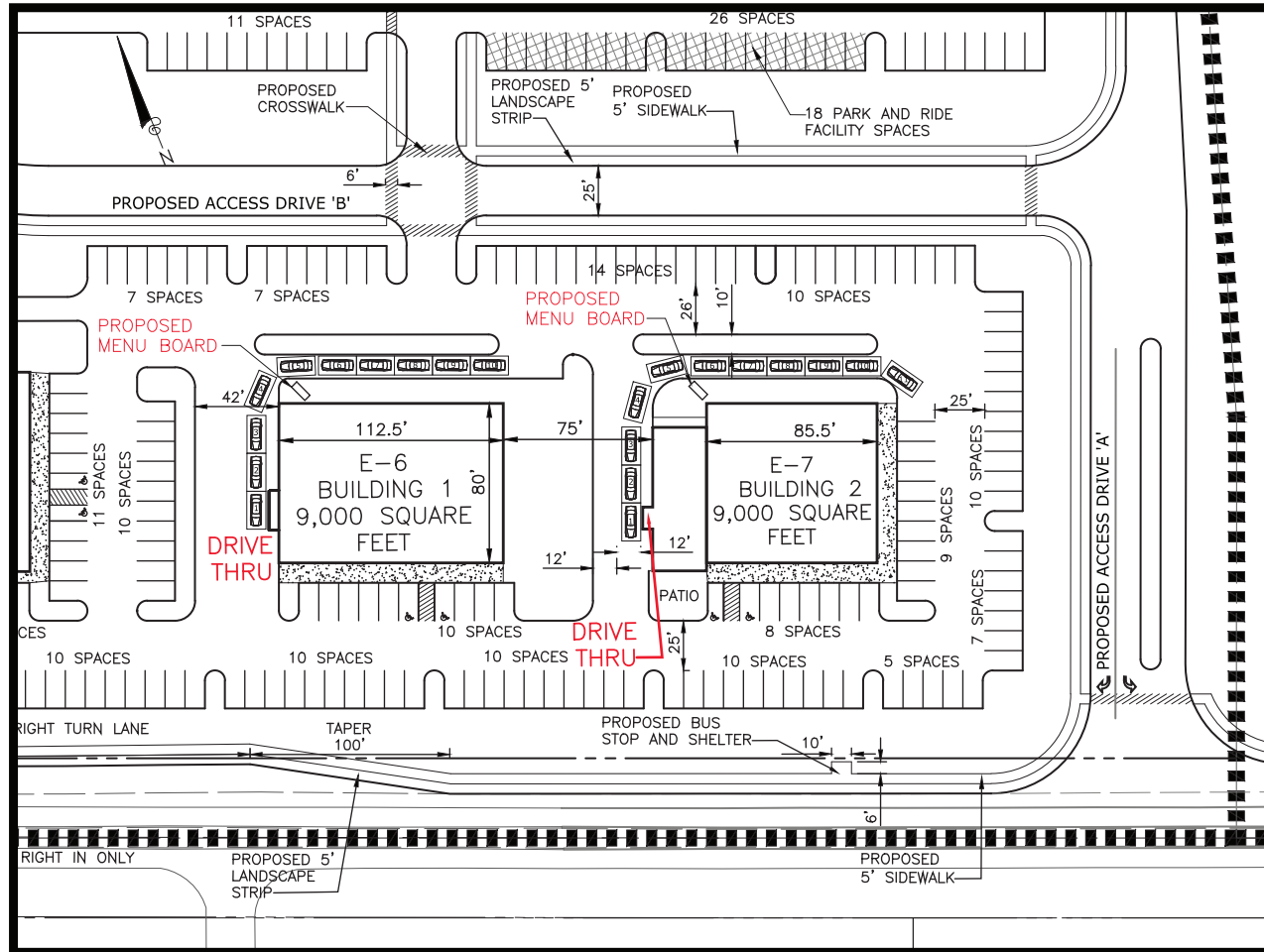
Drive-through facilities

Zoning Code Requirements

- A. The minimum lot size shall be one acre.
- B. A vehicle stacking lane area shall be provided which shall have stacking room for at least six vehicles for restaurant uses and at least three vehicles for retail and financial institutions.
- C. Vehicle stacking lanes shall be separated from other vehicle circulation lanes and parking areas and the stacking area shall not be counted towards the required parking.
- D. Vehicle stacking lanes shall be set back at least 15 feet from the ultimate street right-of-way and shall not be located within a required yard setback.
- E. Any outdoor microphone and speaker system shall be so designed that sound shall not be transmitted to adjoining properties.
- F. Location.
 - 1. Drive-through windows designed to be on the rear- or side-facing wall of a building are permitted.
 - 2. The Zoning Hearing Board may permit drive-through windows on the front-facing wall of a building by special exception, in accordance with the following criteria:
 - a. A landscape strip and screen that is a minimum of 10 feet wide shall be planted and shall include evergreen trees, hedges, or shrubs. The landscape strip and screen shall be installed, maintained and contain such materials as required by § 135-299. Notwithstanding the requirements in § 135-299C(2), the screening shall be arranged so as to block the ground-level views between grade and a height of three feet.
 - b. An applicant shall be required to submit the proposed building's front face wall elevation as part of the special exception application, which elevation shall identify the proposed architectural detail and the number of proposed drive-through windows.

Drive-through facilities

Location



DRIVE THRU PLAN VIEW



Drawn by: BRC at D.C. Gohn Associates, Inc.

Drive-through facilities

Landscaping

Exhibit A-12 Streetscape Details

Mount Joy Town Center

W. Main St. (Route 230), Mount Joy, Pennsylvania, 17552
Design Incentives for Shopping Centers- Streetscape Details

Sheet Index

Sheet Number

Sheet Title

2	Sheet Index
3 - 6	A. Sidewalks
7 - 10	B. Planting Strips
11 - 14	C. Curbs
15 - 18	D. Pedestrian Crosswalks
19 - 22	E. Ornamental Streetlights
23 - 26	F. Benches
27 - 29	G. Building Setbacks

A. Sidewalks

Zoning Code Requirements

A. Sidewalks

1. Sidewalks shall be provided parallel to the street right-of-way. If a new street is proposed that divides the subject property, or the developer owns an adjacent lot across an existing street from the subject property, sidewalks shall be constructed on both sides of the street.
2. All sidewalks that provide access to storefronts shall be at least eight feet in width; all other sidewalks shall be a minimum width of five feet in width. Outdoor seating for cafes should be limited to patios or plazas or otherwise situated that a four-foot clearance width on sidewalks will be provided.
3. All sidewalks shall be constructed of either brick, stone, precast ornamental concrete pavers, poured-in-place concrete, or patterned poured concrete.
4. When constructed of poured-in-place concrete, control joints shall be provided at intervals no greater than 36 inches. All concrete sidewalk surfaces shall be divided across their width into at least two sections formed by control joints. The primary surface of concrete shall have a broom finish and an area two inches in width, parallel to the control joints, shall have a smooth-troweled finish.

A. Sidewalks

Description

Sidewalks separated from the roadway are the preferred accommodation for pedestrians. Sidewalks provide many benefits including safety, mobility, and healthier communities.

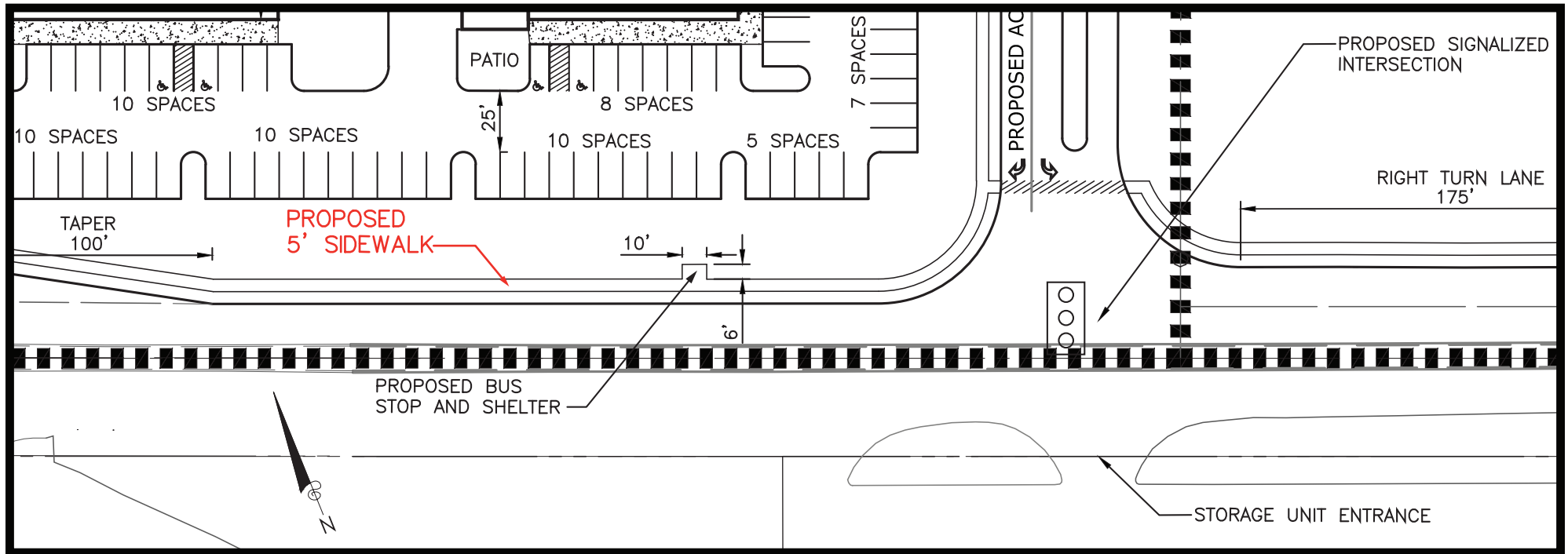
In addition to reducing walking along roadway crashes, sidewalks reduce other pedestrian crashes. Roadways without sidewalks are more than twice as likely to have pedestrian crashes as sites with sidewalks on both sides of the street. By providing sidewalks on both sides of the street, numerous mid-block crossing crashes can be eliminated.

By providing facilities that are more comfortable, we can increase the number of trips made by walking, particularly in areas with mixed land uses. Moreover, we can better serve our local populations. Many people cannot drive a car and rely on walking and public transit for transportation. Children, older adults, and people with disabilities are a substantial portion of the population — up to 37 percent in some states. Other people might choose to walk if they had better accommodations. Providing sidewalks, widened paved shoulders, or stabilized shoulders — particularly when providing access to transit and schools — can increase the transportation options for these individuals. Additionally, by moving pedestrians off the travel lanes, motorists' operations are improved and capacity is increased.

Research also indicates that people will walk for recreational purposes if a facility is provided. Recreational walking is one of the easiest ways to get the recommended allotment of exercise each day.

A. Sidewalks

Details



DETAILED SIDEWALK PLAN VIEW



Drawn by: BRC at D.C. Gohn Associates, Inc.

A. Sidewalks

Examples



Just an example, not exact look

B. Planting Strips

Zoning Code Requirements

- B. Planting strips. Planting strips shall be provided parallel to the street right-of-way between the required concrete curb and sidewalk. Planting strips shall be a minimum of five feet wide and shall include a variety of seasonal plantings and street trees in accordance with the following requirements:
1. Street trees shall be provided at regular intervals along the street right-of-way, including any internal streets and access drives to the development.
 2. One street tree shall be provided for every 50 linear feet of lot frontage abutting each side of a right-of-way.
 3. Street trees, at the time of planting, shall be no less than three to 3 1/2 inches in caliper and shall be in accordance with the latest edition of the American Standard for Nursery Stock of the American Association of Nurserymen.
 4. All street trees shall be one of the following species or cultivars:
 - a. *Acer rubrum* - Red Maple.
 - b. *Acer Saccharum* "Green Mountain" - Green Mountain Sugar Maple.
 - c. *Acer Saccharum* "Legacy" - Legacy Sugar Maple.
 - d. *Fraxinus pennsylvanica* "Newport" - Newport Green Ash.
 - e. *Fraxinus pennsylvanica* "Patmore" - Patmore Green Ash.
 - f. *Gleditsia tricanthos inermis* - Thornless Common Honeylocust.
 - g. *Platanus x acerifolia* - London Planetree.
 - h. *Quercus imbricaria* - Shingle Oak.
 - i. *Quercus phellos* - Willow Oak.
 - j. *Quercus rubra* - Northern Red Oak.
 - k. *Tilia codata* - Littleleaf Linden.
 - l. *Tilia tomentosa* - Silver Linden.
 - m. *Ulmus parvifolia* - Lacebark Elm.
 - n. *Zelkova serrata* - Japanese Zelkova.

B. Planting Strips

Description

Planting strips encourage, enhance and soften the streetscape, to provide a buffer between vehicles and pedestrians.

Traffic calming—and driver calming

Trees and plants help with safe road design. They're proven to slow average driving speeds. A row of trees can also provide a clear distinction between pedestrian zones and drive lanes, creating a visual wall that helps keep drivers on the roadway. Trees also impact the lives of drivers, even those just passing through an area.

Physical health

Trees create walk appeal. Where space is beautiful and safe, people are more likely to be active, including walking or riding a bicycle. In this way, trees encourage healthy lifestyles.

Mental health

Several studies show that tree canopy creates lower rates of psychological distress. People are happier and less likely to have depression when connected to nature. This lower stress is evident in decreases in blood pressure and cortisol.

Beauty

Healthy trees are aesthetically pleasing. They create variations in color, texture, and height in the visual landscape. Their beauty can also be a tourist draw. Trees also help promote regional biodiversity. Birds, butterflies, squirrels, chipmunks, and other local fauna require the habitat and sanctuary provided by trees.

B. Planting Strips

Details

B. Planting Strips

Examples



Gleditsia tricanthos inermis - Thornless
Common Honeylocust



Platanus x acerifolia - London Planetree



Acer Rubrum - Red Maple



Zelkova serrata - Japanese Zelkova

C. Curbs

Zoning Code Requirements

C. Curbs.

1. Concrete curbs shall be provided along the edge of a street cartway. If a new or existing street divides the development tract, concrete curbs shall be provided on both sides of the road.
2. All curbs shall be in accordance with Township specifications.

C. Curbs

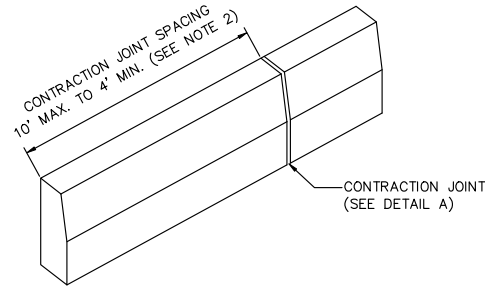
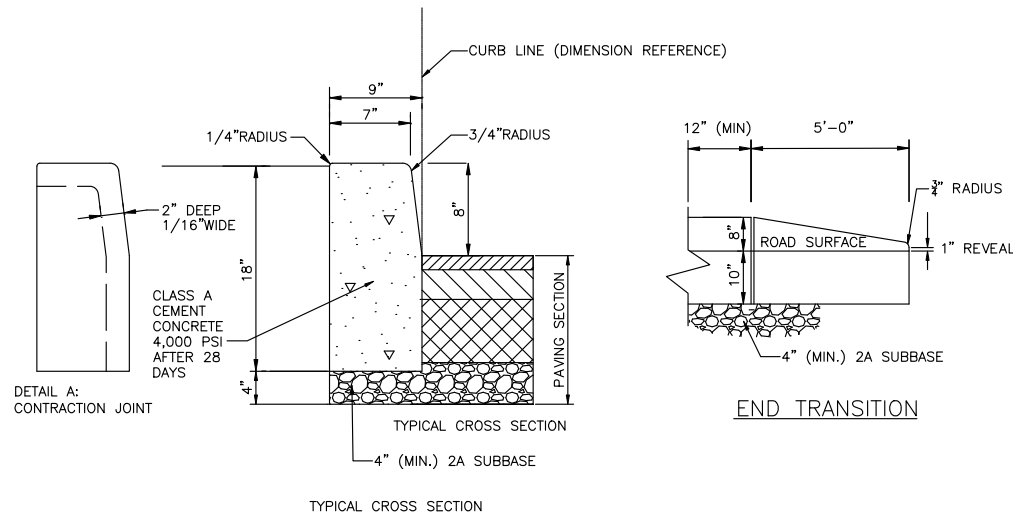
Description

A road curb is an edge where a raised sidewalk meets the roadway or a street. The origin of curbs can be traced back to the 18th century when curbs were primarily constructed for aesthetic appeal. However, gradually as they began to be used as a safety measure, city planners began incorporating the construction of curbs to manage road traffic and pedestrians effectively.

Curbs serve different purposes to pedestrians and drivers. Firstly, they enable the separation of road and roadside, both for walkers and drivers. For drivers, this serves as a driving and parking guideline. For walkers, it serves as a safe area to walk. They assist in channeling motor vehicle traffic and making drivers aware of the pedestrians, making for an effective safety measure, especially in cities like Toronto, which are full of vehicles and pedestrians. From a structural point of view, curbs provide support to the pavement edge making it safer and easier, promoting accessibility. However, it's said that a high-speed vehicle that hits a curb is likely to turn towards the sidewalk rather than the opposite. This is why curbs are not present on high-speed roads or rural roads. In colder and rainy cities, curbs help to direct the flow of rainwater and snow towards drains, which allows the roads to decongest water. And, there is an underlying aesthetic reason as curbs make the road appear more fine finished.

C. Curbs

Details



CONSTRUCTION NOTES:

1. MATERIALS AND CONSTRUCTION SHALL MEET THE REQUIREMENTS OF PUBLICATION 408, SECTION 630.
2. PLACE 3/4 INCH PREMOLDED EXPANSION JOINT FILLER MATERIAL AT STRUCTURES AND AT THE END OF THE WORK DAY. CUT MATERIAL TO CONFORM TO AREA ADJACENT TO CURB OR TO CONFORM TO CROSS SECTIONAL AREA OF CURB.
3. SPACERS/JOINTS SHOULD BE ASPHALT, NOT CARDBOARD FILLER.
4. ALL VERTICAL CURBING SHALL BE MACHINE-FORMED. THE REQUIRED HEIGHT FOR HAND-FORMED CURB IS 24.
5. EXPANSIONS JOINTS ARE REQUIRED EVERY 60 FEET AND 10 FEET ON EITHER SIDE OF STRUCTURES, IN ADDITION TO ON EITHER SIDE OF STRUCTURES AND AT THE END OF EACH DAY'S WORK.

PROPOSED CURBING WILL BE INSTALLED ALONG THE ROAD IMPROVEMENTS ALONG ROUTE 230 AND CLOVERLEAF ROAD IN ACCORDANCE WITH THE DESIGN INCENTIVES.

8" PLAIN CONCRETE CURB DETAIL

Drawn by: BRC at D.C. Gohn Associates, Inc.

C. Curbs

Examples



D. Pedestrian Crosswalks

Zoning Code Requirements

D. Pedestrian crosswalks

1. Pedestrian crosswalks shall be provided at the following locations:
 - a. All new street intersections.
 - b. At any location where a bicycle path, walking trail or other pedestrian way crosses a street, access drive or other vehicular way.
2. Pedestrian crosswalks shall be no less than six feet in width.
3. Pedestrian crosswalks shall conform to PennDOT specifications.
4. If the pedestrian crosswalk is at an intersection controlled by a traffic signal, pedestrian signals shall be installed and maintained to help ensure pedestrian safety.

D. Pedestrian Crosswalks

Description

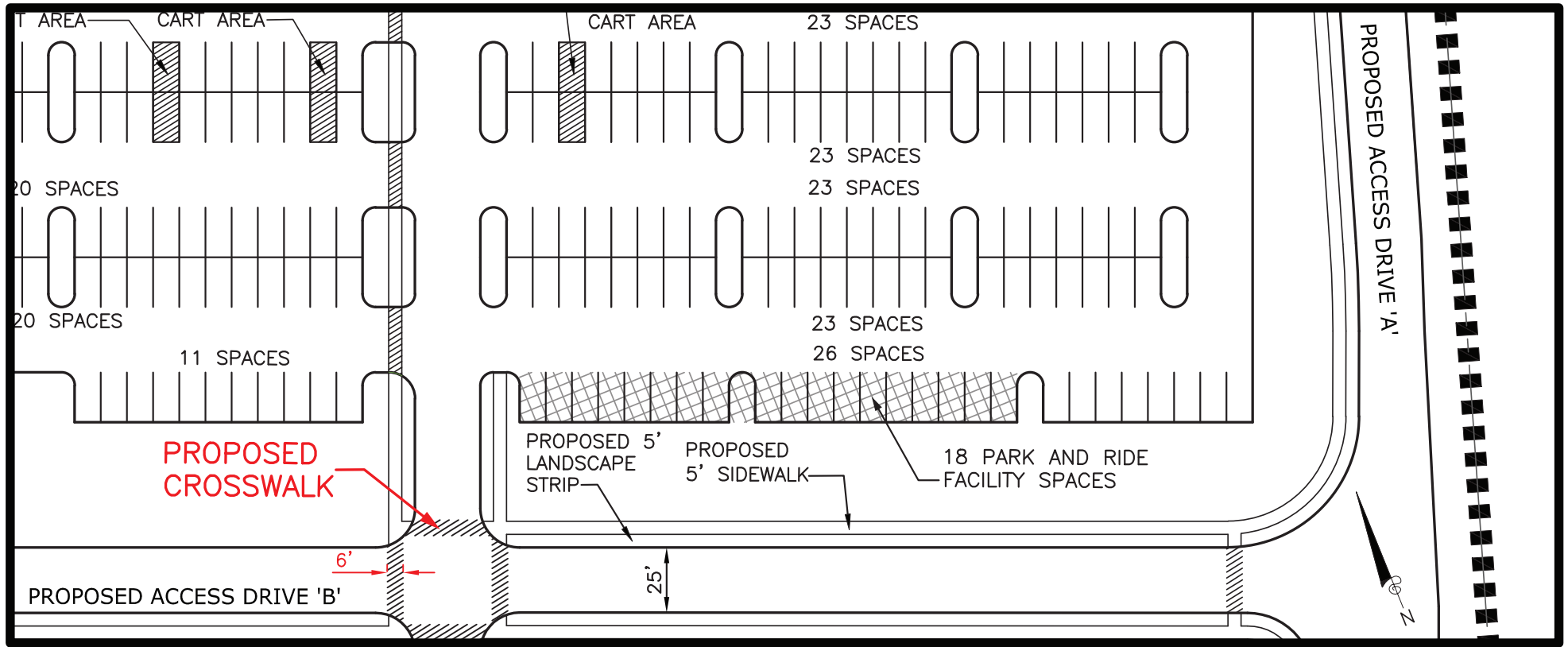
Crosswalks can be a significant way to improve pedestrian safety and make it easier to cross the roadway. Walking is an important means of transportation, and pedestrians should be able to use the system safely and without unreasonable delay. Why is it important to mark crosswalks appropriately? Although pedestrian-vehicle crashes are relatively rare, the risk of injury is high — and at speeds of 30 mph or more, severe injury is almost a certainty. Crosswalks are typically found at:

- Traffic signals and stop signs. Marked crosswalks are used to direct pedestrians to the proper crossing location and prevent motor vehicle traffic from blocking the pedestrian path.
- School Zones. At unannounced locations, marked crosswalks are used to designate the safest locations for school children to cross.

Crosswalks are marked at other uncontrolled locations (where neither stop signs nor signals are in place) when studies show that the number of lanes, traffic volume, pedestrians, and speeds make the use of marked crosswalks desirable for pedestrian safety and mobility.

D. Pedestrian Crosswalks

Details



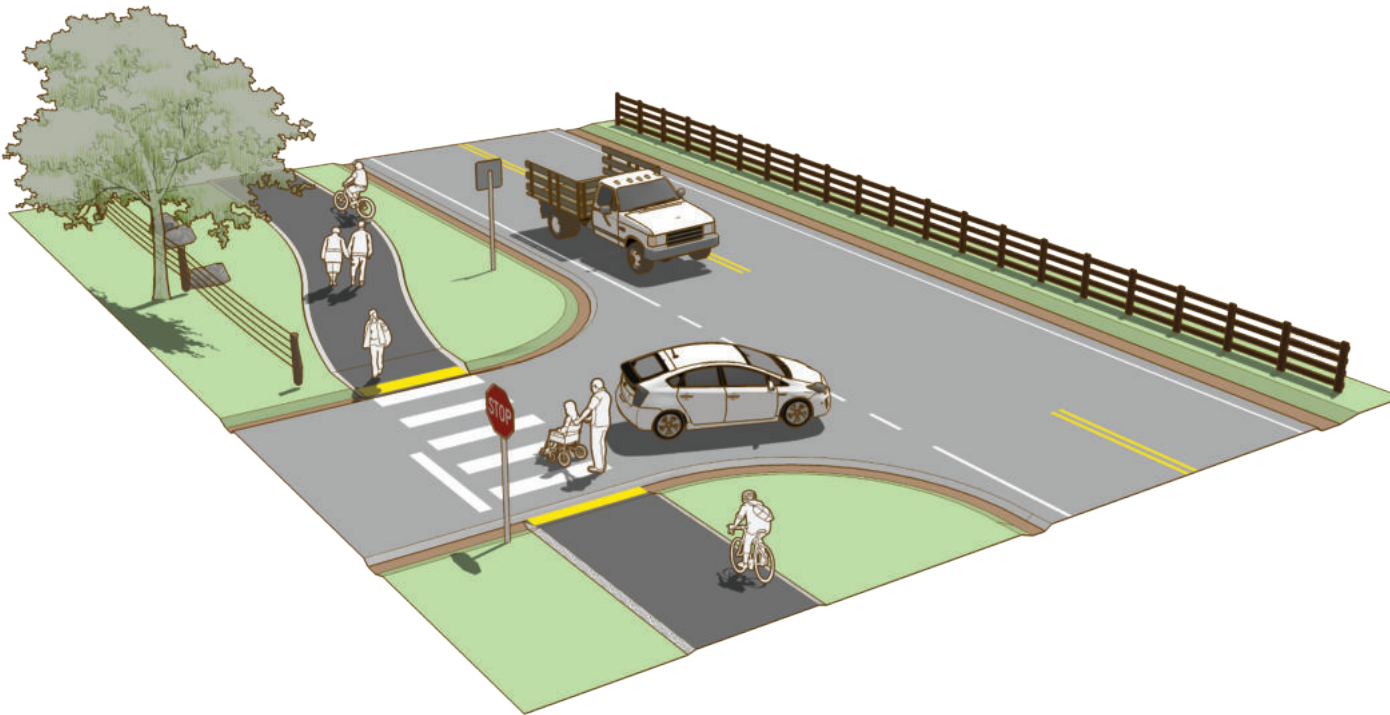
DETAILED CROSSWALK PLAN VIEW



Drawn by: BRC at D.C. Gohn Associates, Inc.

D. Pedestrian Crosswalks

Examples



E. Ornamental Streetlights

Zoning Code Requirements

- E. Pedestrian-scaled, ornamental streetlights along new streets and access ways.
1. Pedestrian-scaled, ornamental streetlights shall be provided at regular intervals along both sides of any internal street, access drive and pedestrian walkways within the proposed development.
 2. One pedestrian-scaled, ornamental streetlight shall be provided for every 100 to 150 linear feet of parcel frontage abutting each side of a right-of-way.
 3. Pedestrian-scaled, ornamental streetlights, when installed, shall be no taller than 20 feet measured from the mounting surface to the top of the fixture.
 4. Pedestrian-scaled, ornamental streetlights, when installed, shall be at least 12 feet in height measured from the mounting surface to the top of the fixture.
 5. Pedestrian-scaled, ornamental streetlights fixtures shall be Spring City Electrical Manufacturing Company, Villa model, or approved equal.
 6. Pedestrian-scaled, ornamental streetlights shall have a matte black finish.

E. Ornamental Streetlights

Description

A street light or street lamp is a raised source of light often mounted on a lamp column or pole either on the side of the road or within the median, or suspended on a wire above the road to provide illumination. Street lighting can provide safety benefits at midblock and intersection locations and can also improve safety for pedestrians, particularly at crossing points.

The addition of midblock street lighting increases safety by making road features such as road alignment, curbs, footpaths, street furniture, surface condition, other road users, and objects that may be on the road visible to both vehicular and pedestrian traffic.

Providing street lighting at intersection locations can reduce night-time crashes by making the intersection features visible to both vehicular and pedestrian traffic. Lighting intersections can also aid navigation and helps drivers to see the intersecting road, turning vehicles, traffic queues, and other road users. It is recommended that at least one luminaire should be provided on each of the intersecting roads to help traffic approaching from the side roads identify the intersection.

Improving the lighting at pedestrian crossings will help to make both the crossing and the pedestrians using the crossing, visible to approaching motorists. The addition of street lights at pedestrian crossing locations may also assist pedestrians to locate safe crossing points and detect potential night-time hazards. This treatment has shown to reduce the number of pedestrian crashes, and improved lighting can also help to discourage street crime.

E. Ornamental Streetlights

Details

E. Ornamental Streetlights

Examples

F. Benches

Zoning Code Requirements

F. Benches. Benches shall be provided along all streets and pedestrian walkways that are adjacent to storefronts and are intended to increase pedestrian activity and enhance the character of the town center development. One bench shall be provided for every 200 feet of linear street or pedestrian way that provides access to storefronts in the development. Benches need not be evenly distributed throughout the development.

F. Benches

Description

Benches are a decorative and useful addition to any outdoor area, whether it's outside your business or in a community area. Benches come in an array of designs to fit various spaces and needs. There are many considerations when looking into commercial benches for your space.

Benches give your customers or patrons a place to sit while they're waiting for someone, or just to relax and enjoy the outdoors. These products make a space more inviting and encourage people to congregate there. Add one to a bus stop, in front of your business or organization, and in downtown or public areas. They are perfect additions to areas where people do a lot of walking, such as an outdoor shopping center or a community garden.

They offer so much more than a place to just sit down. Benches allow people of all abilities and ages to spend more time outdoors, boosting physical and mental health and connecting them to their community through shared public spaces. Adding benches to commercial districts and city squares allow generations to intermingle, both young families and seniors can participate in a shared public space regardless of age or mobility loss, either through disability or temporary injury. As our population ages, benches will become even more important to help break increasingly daunting trips to the grocery store or to other retail spaces into smaller, more manageable journeys.

F. Benches

Details

F. Benches

Examples



G. Building Setbacks

Zoning Code Requirements

G. Building setbacks from streets. Building walls that front along an internal street or access drive of the development may be permitted to front against the edge of the street or access drive as long as the minimum separation distance between building walls on both sides of the street is 65 feet.

G. Building Setbacks

Description

Property setbacks help everyone live comfortably. Consider them the breathing space of a space. If you've ever envisioned building your dream home, odds are you never pictured it right on the property line. That's because whether you realize it or not, you're used to the invisible property setbacks that exist around most dwellings.

Property setbacks can be anything from the space in your front yard and the distance between the sidewalk and your property line, to the side area between houses. There are even setbacks measured in the size of a parking spot to ensure each car has "breathing room" to open and close its doors.

Better services – having space between houses and streets, etc., ensures that in the case of a fire or other emergencies, a first responder vehicle can get to you in a pinch.

Better lighting – A no-brainer, but property setbacks ensure that you have plenty of space around your dwelling to bring in natural light and better visual access.

Better landscape – Even in big city buildings, you'll see a green space with shrubbery or a fountain in front of your doctor's office. This makes the space more inviting and give a sense of ease. So the next time you admire the beautiful landscape in front of that office building, thank a property setback for that.

Property setbacks help ensure buildings don't fall over on each other in case of a natural disaster, like an earthquake or fire. They encourage outdoor activities in public areas and help keep the sanity of society by giving people enough room to roam.

G. Building Setbacks

Details

Brian R. Cooley at D.C. Gohn Associates, Inc.

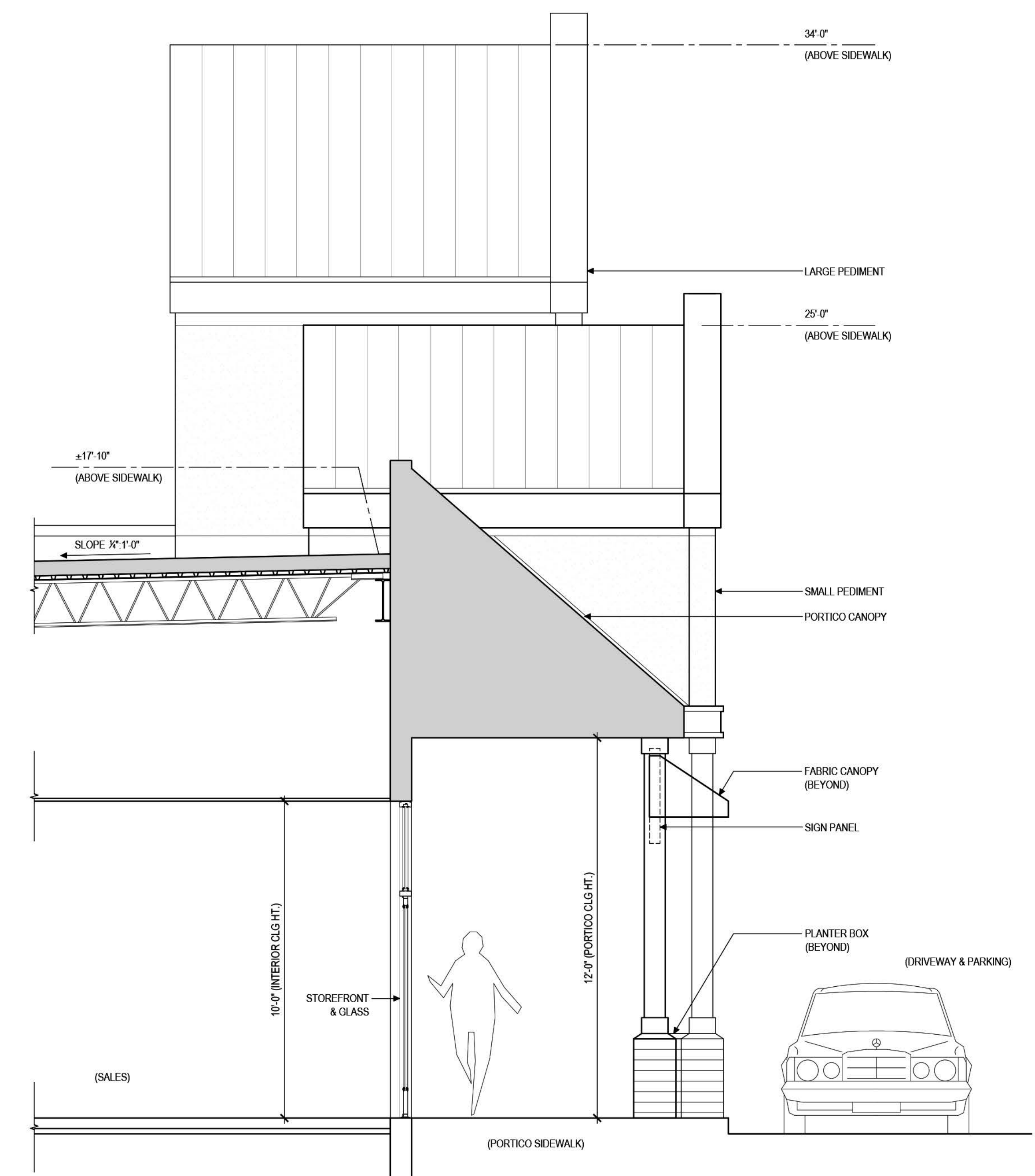
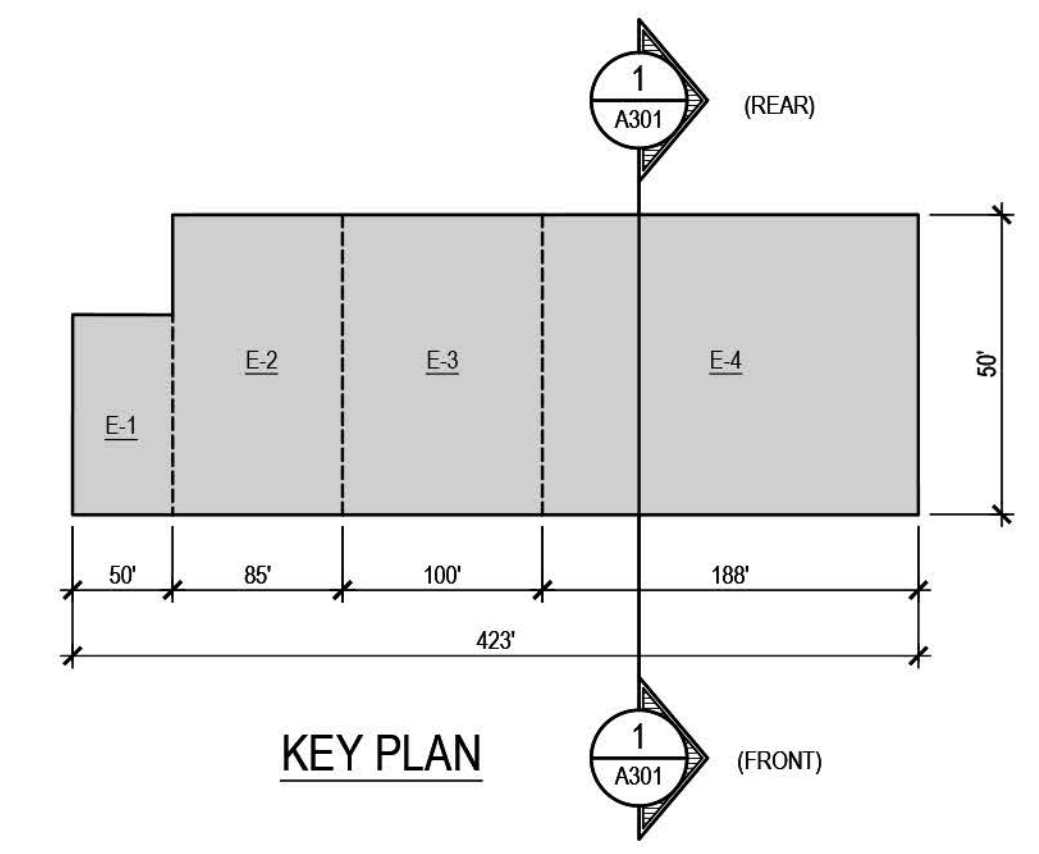
THIS SECTION OF THE DESIGN INCENTIVES IS MET. THE PLAN DOES NOT HAVE THIS DESIGN CRITERIA AS THERE ARE NO BUILDINGS ON BOTH SIDES OF A STREET, DIRECTLY ACROSS FROM EACHOTHER.

THE SITE PLAN MEETS THE REQUIREMENT THAT BUILDING WALLS THAT FRONT ALONG AN INTERNAL STREET OR ACCESS DRIVE OF THE DEVELOPMENT MAY BE PERMITTED TO FRONT AGAINST THE EDGE OF THE STREET OR ACCESS DRVIVE AS LONG AS THE MINIMUM SEPARATION DISTANCE BETWEEN BUILDUING WALLS ON BOTH SIDES OF THE STREET IS 65 FEET.

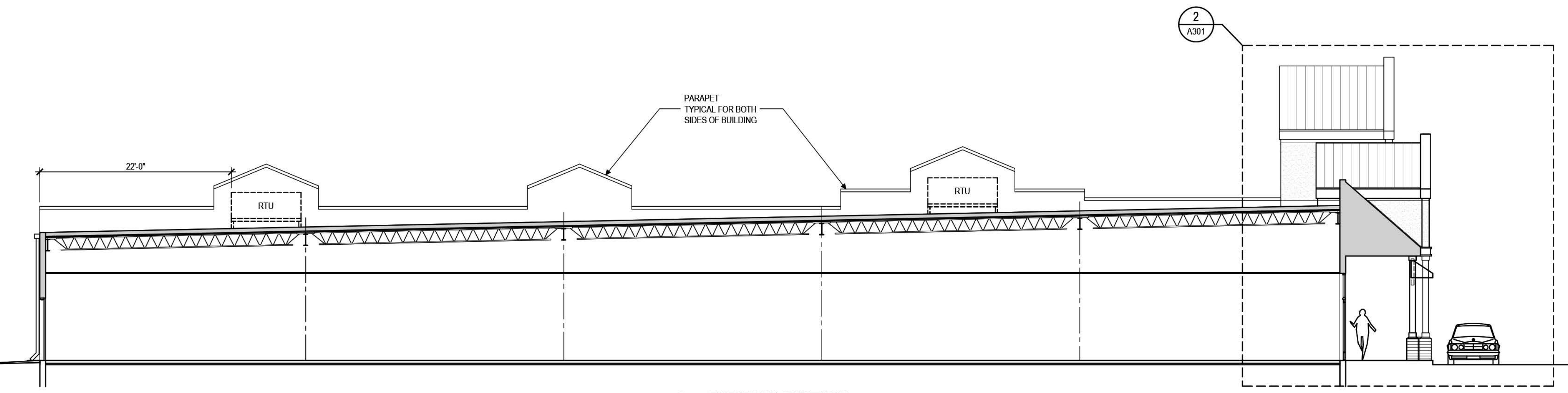
Exhibit A-13 Shopping Center Elevation



SCHEMATIC BUILDING RENDITION
SCALE: NTS



2 FRONT WALL SECTION
SCALE: 3/8"-1'-0"



1 BUILDING SECTION
SCALE: 1/8"-1'-0"



Exhibit A-14 Wawa Elevation

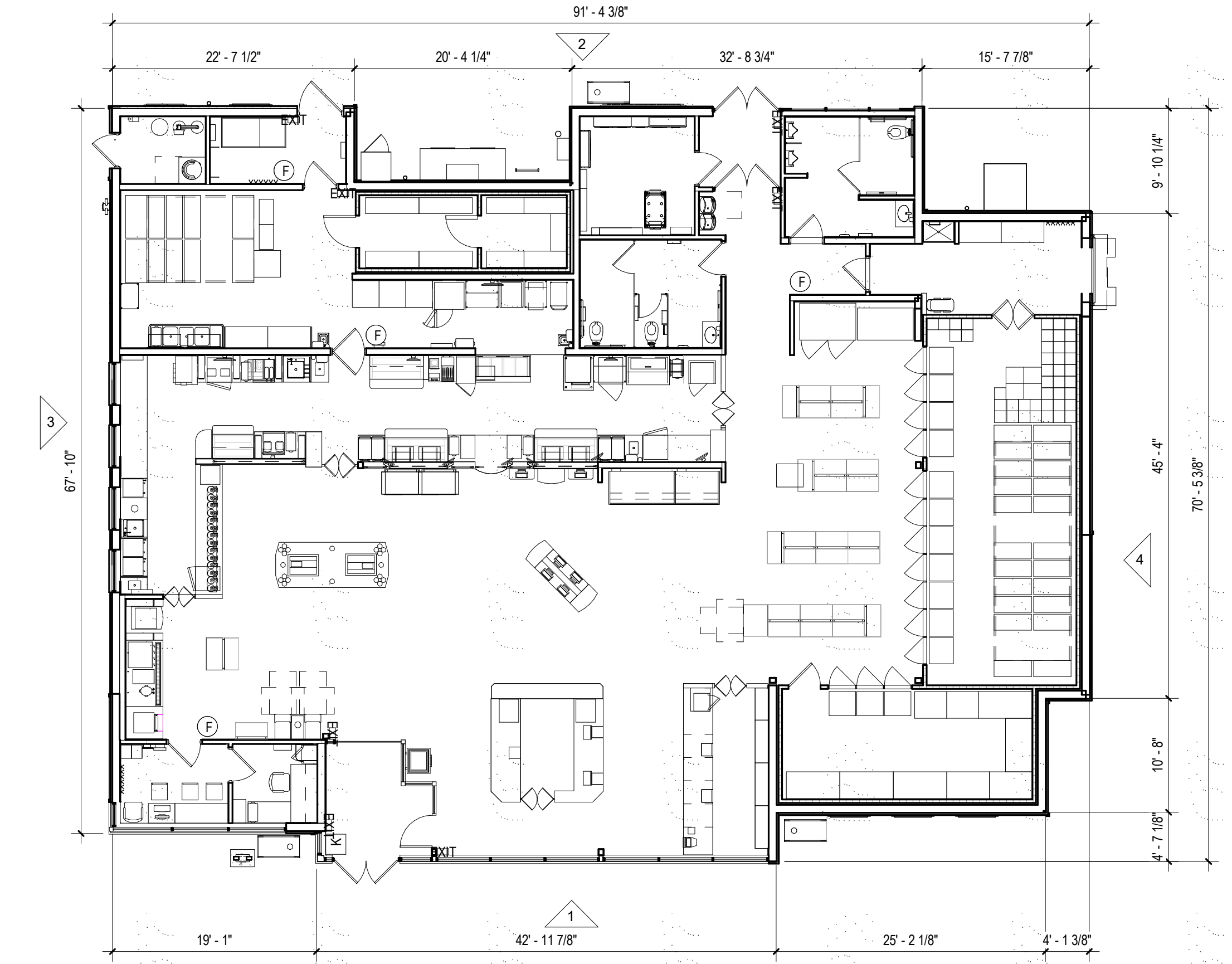


1 FRONT ELEVATION
3/16" = 1'-0"

GLAZING CALCS - FRONT ELEVATION:
CLEAR GLAZING - 462 SQFT
SPANDREL GLASS - 77 SQFT
TOTAL - 541 SQFT

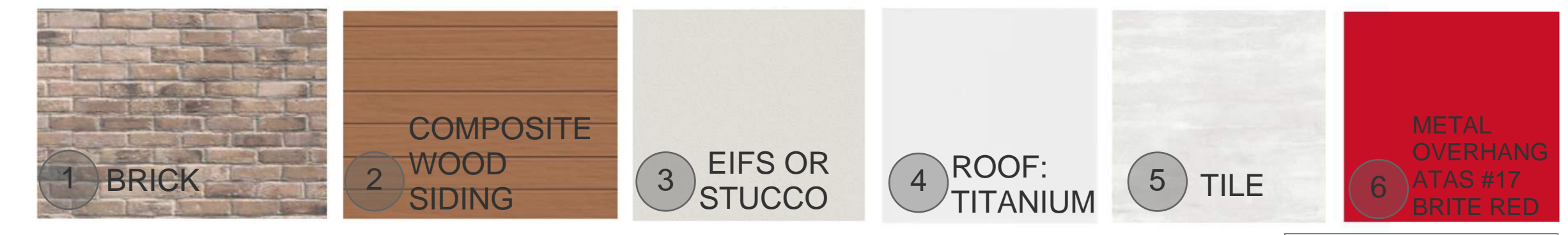
TOTAL BUILDING - 1,753 SQFT
GLAZING - 541/1,753 = 31%

MATERIAL CALCS - FRONT ELEVATION:
BRICK - 301 SQFT
COMPOSITE - 383 SQFT
STUCCO/EIFS - 446 SQFT
TILE - 82 SQFT
TOTAL - 1,212 SQFT



5 FLOOR PLAN
1" = 10'-0"

MATERIALS:



EXTERIOR FINISH PACKAGE: BRICK-1



2 REAR ELEVATION
3/16" = 1'-0"

GLAZING CALCS - REAR ELEVATION:
CLEAR GLAZING - 68 SQFT
SPANDREL GLASS - 136 SQFT
TOTAL - 204 SQFT

TOTAL BUILDING - 1,712 SQFT
GLAZING - 204/1,712 = 30%

MATERIAL CALCS - REAR ELEVATION:
BRICK - 576 SQFT
COMPOSITE - 543 SQFT
STUCCO/EIFS - 320 SQFT
TILE - 69 SQFT - 5%
TOTAL - 1,508 SQFT

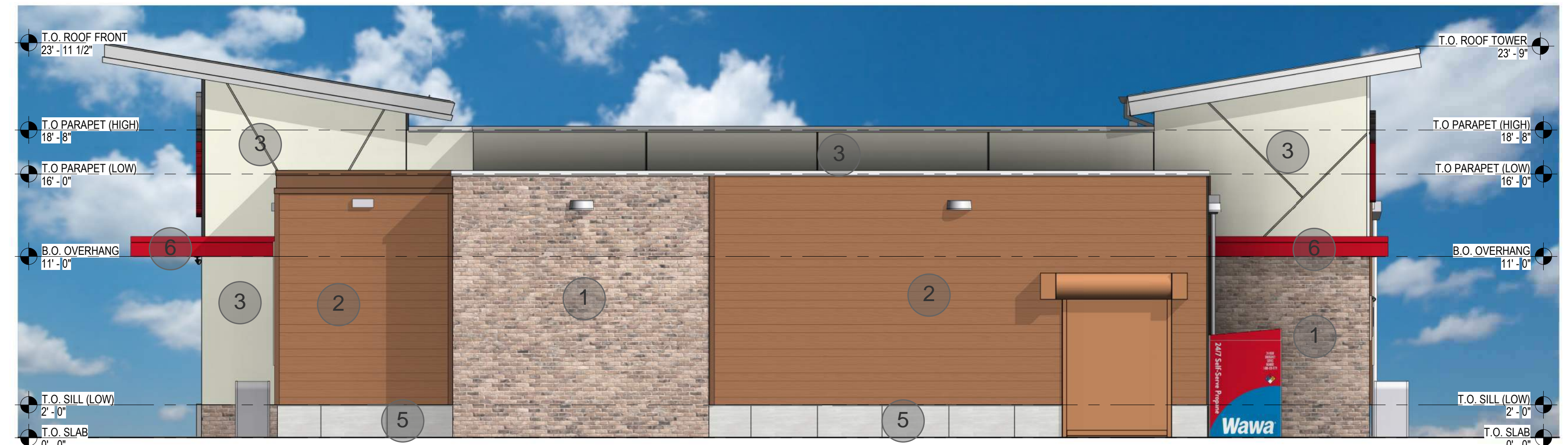


3 SIDE ELEVATION
3/16" = 1'-0"

GLAZING CALCS - SIDE ELEVATION:
CLEAR GLAZING - 110 SQFT
SPANDREL GLASS - 46 SQFT
TOTAL - 156 SQFT

TOTAL BUILDING - 1,337 SQFT
GLAZING - 300/1,337 = 22%

MATERIAL CALCS - SIDE ELEVATION:
BRICK - 806 SQFT
COMPOSITE - 224 SQFT
STUCCO/EIFS - 88 SQFT
TILE - 63 SQFT
TOTAL - 1,181 SQFT



4 SIDE ELEVATION
3/16" = 1'-0"

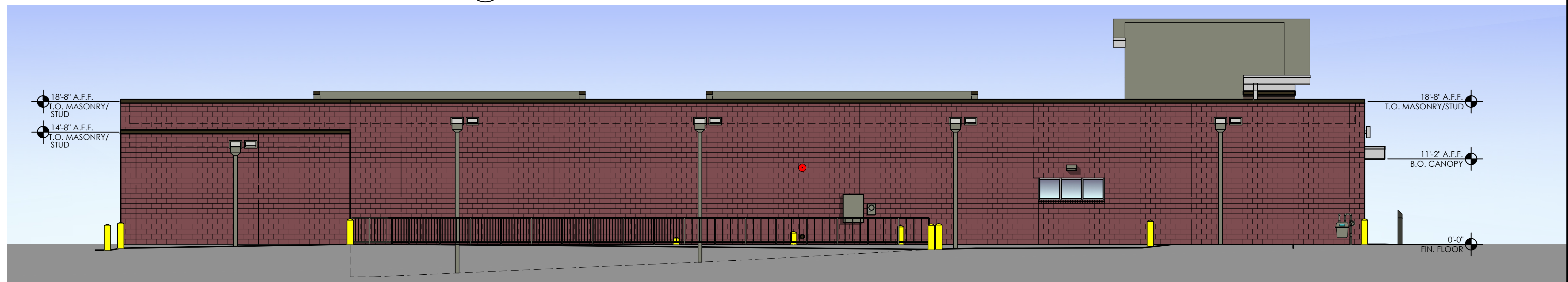
MATERIAL CALCS - SIDE ELEVATION:
BRICK - 363 SQFT
COMPOSITE - 552 SQFT
STUCCO/EIFS - 334 SQFT
TILE - 87 SQFT
TOTAL - 1,336 SQFT

Exhibit A-15 Aldi Elevation

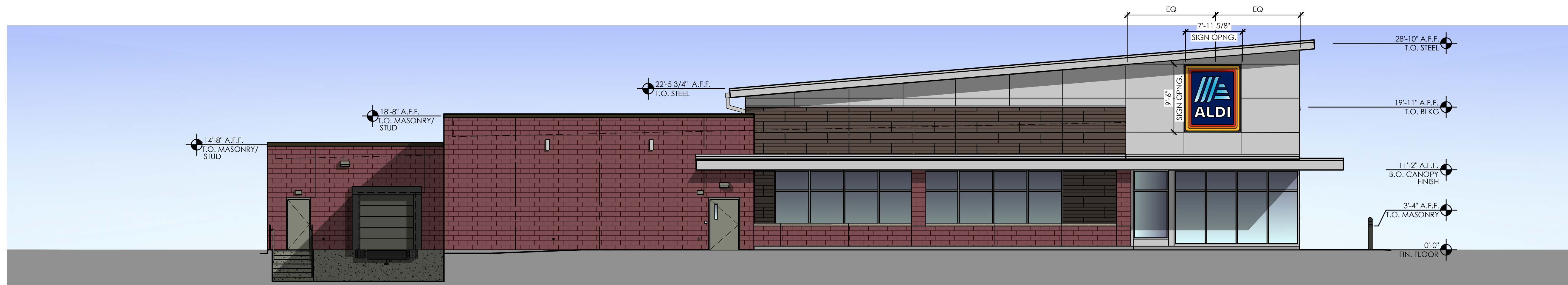
SIGNAGE			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	74.9	149.8
TOTAL SIGNAGE			149.8
SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL			



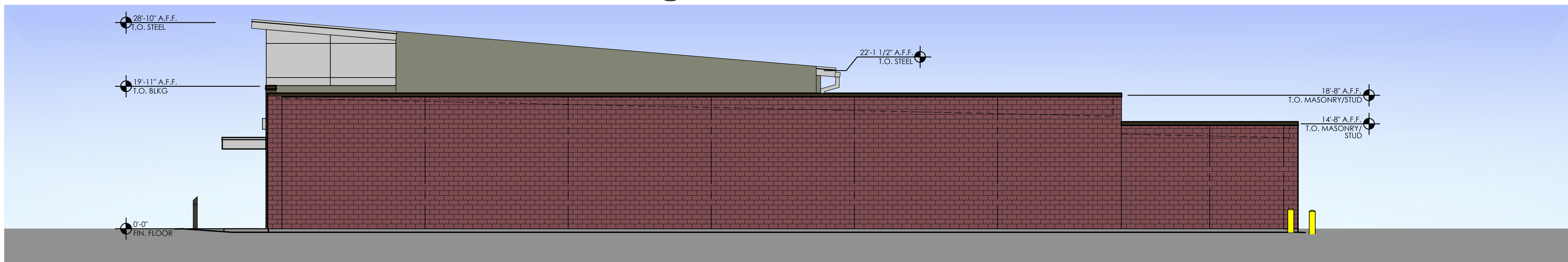
4 Front Elevation
SCALE: 1/8" = 1'-0"



3 Rear Elevation
SCALE: 1/8" = 1'-0"



2 Side Elevation
SCALE: 1/8" = 1'-0"



1 Side Elevation
SCALE: 1/8" = 1'-0"



Exhibit A-16 Todd Smeigh, P.E. C.V.



Surveyors - Engineers - Landscape Architects

*Todd E. Smeigh, P.E.
President / Owner*

Education:

B.S., Civil Engineering, Pennsylvania State University

Registrations:

Professional Engineer, Commonwealth of Pennsylvania
Registration No. PE 038099E

Profile:

As D. C. Gohn Associates, Inc. President, Mr. Smeigh plays a critical role in the firm's management and in the delivery of services. His responsibilities are many: He coordinates the marketing activities of D. C. Gohn Associates, Inc.; recruits and supports the staff of design professionals; serves as liaison between the firm and the individual client; participates in the development of project budgets, project schedules, and certain technical reports. He has direct supervisory responsibility for all contracts performed by the firm.

Experience:

Past responsibilities at D. C. Gohn Associates, Inc. have been Civil Engineer and Project Manager. He is knowledgeable in hydrologic analysis for watersheds, design of waterway structures and best management practices (BMPs). He has a substantial background in the management of projects from concept to final construction. Mr. Smeigh's experience includes: zoning, site planning, site layout, utility design, storm water management, and erosion control design for subdivision and land development projects that include residential, municipal, institutional, commercial, and industrial clients. He has been the lead in Feasibility studies, Act 537 planning, conditional use and zoning hearing applications.

Specific projects that Mr. Smeigh has been involved with are Conewago Industrial Park, Safe Harbor Water Power Corporation – now Brookfield Energy, Turkey Hill Dairy, The Hershey Volunteer Fire Company and The Hope VI Revitalization Project in Coatesville, Pennsylvania. Mr. Smeigh has also been directly involved with professional services required by Wenger Feeds, Franklin & Marshall College, the SACA (Spanish American Civic Association) Development Company in Lancaster City, Greiner Industries, Kinsey Archery and numerous projects for The Hershey Trust.

Exhibit A-17 Brian Seidel, Land Planner, C.V.

education

BS, Landscape Architecture	(1997)	Temple University
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registrations

Delaware Landscape Architect	(2001)	S1-0000303
Pennsylvania Landscape Architect	(2002)	LA001705
New Jersey Landscape Architect	(2002)	21AS0088400
American Institute of Certified Planners	(2002)	017989
New Jersey Professional Planner	(2003)	33LI00579700
Maryland Landscape Architect	(2016)	3864

affiliations / advocacy

American Society of Landscape Architects	Chester County Economic Development Council
American Planning Association	Chester County Commercial Industrial Investment Council
New Jersey Planning Officials	Chester County - Route 724 Regional Task Force
Congress for the New Urbanism	Delaware County - Route 322 Improvement Task Force
PA & NJ Wireless Associations	Greater Philadelphia YMCA Facilities Committee & Branch President
Montgomery County Development Corporation	Montgomery County - High Street Corridor Task Force

history

2005 to present	Seidel Planning & Design, Ltd.	President
2005	Nave Newell, Inc.	Land Use Planning Department Manager
2002 to 2005	Nave Newell, Inc.	Land Development Project Manager
1999 to 2002	Nave Newell, Inc.	Landscape Architect
1997 to 1999	R. Douglas Stewart & Assoc., Ltd	Project Planner / Designer

experience

Mr. Seidel is a Landscape Architect, Land Use Planner, and President of Seidel Planning & Design, Ltd (Seidel Planning); a land use planning firm specializing in providing quality land development solutions for a variety of project types. Seidel Planning has demonstrated a commanding knowledge of land use planning principals and site design practices for industries including:

- Residential
- Commercial
- Recreation
- Industrial
- Retail
- Telecommunications / Renewable Energy

Seidel Planning is committed to providing unparalleled service to address its Client's needs and challenges by merging our understanding of land use design principles with a knowledge of the fundamental construction and engineering practices required for project success. Mr. Seidel's design and consulting experience includes:

- development of master plans & site plans
- site feasibility studies & yield analyses
- ordinance preparation, review & interpretation
- vehicular & pedestrian circulation
- site grading & drainage
- landscape, hardscape & lighting design
- acquisition of land use, land development, & construction entitlements
- management of project engineering and site construction

testimony

Mr. Seidel has provided expert land use planning, land development consulting, and site design services for over 1,000 project sites throughout Pennsylvania, Delaware, New Jersey, New York, Maryland, Virginia, and the District of Columbia since 1997. Mr. Seidel has been qualified as an expert in land use planning and has testified on behalf of municipal residential, commercial, industrial, institutional and telecommunications clients before hundreds of Boards, Commissions and related Municipal and County entities.



Exhibit A-18 Greg Creasy, P.E., C.V.

Gregory E. Creasy, P.E.
President

4800 Linglestown Road, Suite 307 • Harrisburg, PA 17112 • TEL: (717) 545-3636 • FAX: (717) 545-3535 •
www.grovemiller.com

Occupation: Consulting Traffic Engineer

Education: The Pennsylvania State University, University Park, PA
Bachelor of Science, Civil Engineering, 1995
Master of Engineering, Civil Engineering, 1997

Professional Commonwealth of Pennsylvania
Registration: Professional Engineer, PE 060549
June 20, 2002

Professional Institute of Transportation Engineers (ITE), Member
Affiliation:

Employment Grove Miller Engineering, Inc. February 1999 - To Date
History:

Responsible for overseeing the day-to-day engineering activities of the firm
Prepare transportation impact studies (TIS)
Prepare comprehensive transportation improvement plans for municipal clients
Conduct traffic analyses, traffic studies, and traffic signal warrant analyses
Prepare traffic signal designs, construction plans, and construction specifications
Prepare technical proposals, price proposals, and scope of work documents
Review transportation impact studies, signal permit drawings, and other traffic studies
Manage project budgets, schedules, submissions, and client correspondence

Herbert, Rowland & Grubic, Inc. September 1997 – February 1999

Performed responsibilities of entry level traffic engineer

The Pennsylvania State University August 1995 – August 1997

Performed responsibilities of Graduate Assistant and Teaching Assistant

Pennsylvania Department of Transportation May 1990 – August 1990
Engineering District 3-0 May 1991 – August 1991

Performed responsibilities of Engineering Intern in Highway Design Unit

Expert Rezoning/Conditional Use Hearings: Goodman Logistics Center, W. Pennsboro Twp. Cumb. Co. (2015)
Testimony: Conditional Use Hearing: Verus Partners Warehouse, W. Pennsboro Twp., York Co., PA (Dec. 2011)
Conditional Use Hearing: Fox Farm, Newberry Twp., York Co., PA (Sept. 2002)
Zoning Hearing: Clarius Partners Warehouse Site, W. Pennsboro Twp., Columbia Co., PA (Apr. 2012)
Zoning Hearing: Proposed PRD, Antrim Twp., Franklin Co., PA (Aug. 2004)
PUC Hearing: Rail crossing closing, City of Lebanon, Lebanon Co., PA (Oct. 2006)
PUC Hearing: Rail crossing closing, Carroll Twp., York Co., PA (Apr. 2007)

Exhibit A-19 TPD May 25, 2023 Review Letter



TRAFFIC PLANNING AND DESIGN, INC.

WWW.TRAFFICPD.COM

May 25, 2023

Mr. Benjamin Craddock, P.E.

Lancaster Civil Engineering
P.O. Box 8972
Lancaster, PA 17604-8972

RE: Penmark Retail Development – (Mount Joy Town Center)

Traffic Review #2
Mount Joy Township, Lancaster County, PA
TPD No. MJTO.00072

Dear Mr. Craddock:

As requested, Traffic Planning and Design, Inc. (TPD) has completed a review of the following information related to the above referenced project:

- Transportation Impact Study (TIS) prepared by Grove Miller Engineering, Inc., dated February 2023, last revised March 2023.

Based on our review, we offer the following comments:

*TPD's previous March 28, 2023 comments are shown in italics below. The comment numbers have been retained for this review. However, if a comment has been addressed, it has not been included below. **New comments are in bold.***

Transportation Impact Study Comments

1. *The TIS indicates that no transit service is available in the area of the proposed site. However, it appears that Red Rose Transit Route 18 has existing stops at the intersection of Cloverleaf Road (S.R. 4025) and Main Street (S.R. 0230). The applicant needs to coordinate with the transit agency to determine the feasibility of providing bus service to the site.*

The applicant has noted that they are working with Red Rose Transit to determine if a bus stop can be provided along the Main Street (S.R. 0230) site frontage.

3. *Conceptual exhibits need to be provided to demonstrate that roadway improvements along the site frontage that are identified in the Mount Joy Township Capital Improvements Plan or Mount Joy Township Official Map can be accommodated based on the proposed layout of the development.*
4. *The results of the capacity analysis at the intersection of Main Street (S.R. 0230) and Groff Avenue show significant increases in delay between the future no-build and future build conditions. The study needs to be revised to identify improvements necessary to mitigate the proposed degradations.*

- 15. The traffic study notes that the proposed northbound and southbound left turn lanes at Andrew Avenue/Norlanco Drive are identified in the Township's Capital Improvement Plan. While the improvements were identified under the "Without New Roads" scenario in the Roadway Sufficiency Analysis, the improvements were not included in the Capital Improvement Plan or the calculation of the Traffic Impact Fee, which only included the "With New Roads" improvements identified in the Roadway Sufficiency Analysis. Therefore, these improvements cannot be considered as "to be constructed by others" under §119-32.c.(5).(i).[1] of the SALDO.**

General Plan Comments

The following comments are noted based on the plan provided in the appendix of the TIS. As some comments may impact the site plan, TPD issues these comments to provide the information to the applicant in a timely manner as the project moves through the Township's Land Development process.

8. *Highway Occupancy Permits (HOP) will be required from PennDOT for the proposed driveways accessing state owned roadways. Copies of all TPD review letters should be included with submissions to PennDOT. In addition, the Township and TPD should be copied on all correspondence with PennDOT.*
9. *All improvements to existing streets that abut the site need to be improved to the ultimate width or as indicated on the Mt. Joy Township Official Map (§119-52.J.(3).(a)).*
10. *All proposed roadway improvements will need to be shown on the Land Development Plans and match the HOP Plans.*
11. *The on-site alignment of Proposed Access Drive A creates a horizontal shift through its intersection with Proposed Access Drive B. The alignment needs to be revised to create a straight path for vehicles exiting the site.*
12. *The proposed layout of Buildings E-6 and E-7 do not appear to promote efficient circulation. Additional information will need to be provided to demonstrate that vehicles can adequately access the proposed uses.*
14. *The design of the proposed right-in only access drive on Cloverleaf Road will need to be designed to ensure through traffic on Cloverleaf Road will stay within the through lane in the curve adjacent to the proposed right-turn lane.*

The results of the TIS indicate that most study area intersections in the Township will continue to operate at acceptable levels of service with construction of the development with minor improvements. The TIS notes that many of the offsite improvements identified are listed in the Mount Joy Township Capital Improvements Plan. As outlined in §119-32.c.(5).(i).[1] of the SALDO, if the necessary improvements are programmed by the Roadway Sufficiency Analysis and Transportation Capital Improvements Plan, the applicant may consider those improvements as to be constructed by others. It should be noted that through the permitting process, PennDOT may require additional off-site improvements to the study area intersections.

If you have any questions, please call me at your earliest convenience.

Sincerely,
TRAFFIC PLANNING AND DESIGN, INC.



Christopher C. Lincoln, P.E.
Senior Project Manager
CLincoln@TrafficPD.com

Exhibit A-20 Sewer Service Agreement

SEWER SYSTEM CAPACITY RESERVATION AGREEMENT

THIS AGREEMENT made as of the 21st day of August, 2003, by and between MOUNT JOY TOWNSHIP AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 157 Merts Drive, Elizabethtown, Pennsylvania 17022, hereinafter referred to as the "Authority"; and ELIZABETHTOWN MOUNT JOY ASSOCIATES, L.P., with a mailing address of 1000 Germantown Pike, Suite A-2, Plymouth Meeting, Pennsylvania 19462, hereinafter referred as "Developer".

BACKGROUND:

Wastewater from properties served by the Authority's public wastewater collection and conveyance system (the "Sewer System") is conveyed to the Elizabethtown Borough Wastewater Treatment Plant (the "Treatment Plant") which is owned and operated by the Borough of Elizabethtown ("Borough"). Wastewater from the Sewer System also flows through conveyance facilities owned by West Donegal Township Authority ("WDTA") and the Borough.

The capacity of the Treatment Plant and the conveyance facilities is limited. The Authority does not desire to purchase wastewater treatment capacity and wastewater conveyance capacity beyond that required to reasonably serve landowners who desire to connect to the Sewer System. The purchase of unneeded capacity will force the Authority to unnecessarily raise rates for its existing customers, which is not fair to the existing customers. The Authority therefore desires to insure that wastewater treatment capacity and wastewater conveyance capacity which the Authority purchases from the Borough and WDTA will be used or that developers who have indicated a desire to obtain such capacity will pay for capacity within the reasonably near future.

Developer owns land located at the southeast corner of S.R. 0230 and Cloverleaf Road within the Township. These lands are comprised of four separate parcels. Developer is the record owner of a tract of land identified as Lancaster County Tax Account No. 461-41455-00000 by virtue of a deed from Robert A. Sichelstiel, straw party, to Developer dated January 15, 2003, and recorded March 10, 2003, to Document No. 5160060 in the Office of the Recorder of Deeds. Developer is additionally the record owner of land identified as Lancaster County Tax Account No. 461-95417-00000 by virtue of a deed from Pennmark Management Company, Inc., straw party, to Developer dated January 15, 2003, and recorded March 10, 2003, to Document No. 5160061 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. Developer is the successor party

to Elizabethtown Associates, a Pennsylvania general partnership, as set forth in a Certificate of Limited Partnership filed with the Pennsylvania Department of State on November 8, 2002, as entity No. 3105210 and Microfilm No. 2002094-1696. Elizabethtown Associates, now Developer, is the record owner of land identified as Lancaster County Tax Account No. 461-00486-00000 by virtue of a deed recorded to Deed Book U, Volume 71, Page 021, in the Office of the Recorder of Deeds. Elizabethtown Associates, now Developer, is the record owner of lands identified as Lancaster County Tax Account No. 461-82176-00000 by virtue of a deed recorded in Deed Book U, Volume 71, Page 021, in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. Hereinafter the lands identified as Lancaster County Tax Account Nos. 461-41455-00000, 461-95417-00000, 461-00486-00000, and 461-82176-00000 shall be collectively referred to as the "Property".

Elizabethtown Associates entered into an Agreement with the Authority dated July 20, 2001, pursuant to which the Authority reserved 6 EDUs of capacity in the Sewer System for the land identified as Lancaster County Tax Account No. 461-82176-00000. Elizabethtown Associates has prepaid the tapping fees for the 6 EDUs reserved pursuant to the Capacity Reservation Agreement dated July 20, 2001.

J. P. Olweiler entered into an agreement to transfer reserved capacity with the Authority and with Donald F. Cafiero, a principal of Developer, pursuant to which Mr. Olweiler transferred three EDUs of sewer capacity attributable to the property identified as Lancaster County Tax Account No. 461-95417-00000. Developer is now the owner of such lands and desires through this Agreement to reflect the official transfer of the three EDUs to Developer. No person has paid the tapping fees for these three EDUs to the Authority.

Developer desires to develop the Property for one or more commercial lots and/or enterprises (collectively the "Development") which will require public sewer service. Developer estimates that all development of the Property will require a total of 57 EDUs. In order to reserve capacity in the Sewer System and in order to insure that the Authority will receive tapping fees to defray the costs which the Authority will be required to pay for such capacity, Developer agrees that it shall purchase connection permits and pay tapping fees in accordance with the understandings set forth in this Agreement. Developer also agrees that the wastewater facilities constructed to serve its respective development (the "Development Sewer Extension") shall be installed in accordance with and governed by this Agreement.

NOW, THEREFORE, with the foregoing background incorporated herein by reference and

made a substantive part hereof, and in consideration of the promises, terms and conditions of this Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. The foregoing background recitals are incorporated into and made a substantive part of this Agreement.

2. The Authority hereby recognizes the transfer of the 6 EDUs of sewer capacity reserved in the Agreement dated July 20, 2001, between the Authority and Elizabethtown Associates to Developer and to the Property as a single unit. The Authority recognizes that the tapping fees for these six EDUs have been prepaid. Developer shall be entitled to obtain a connection permit for the six EDUs for which the Developer has prepaid the tapping fee at the time a structure is ready to be connected to the Sewer System. If the Authority increases the amount of the tapping fee before Developer obtains a connection permit for the six EDUs for which the Developer has prepaid the tapping fee, Developer shall not be required to pay the difference between the amount of the prepaid tapping fee and the amount of the tapping fee in effect at the time the Developer applies for the connection permit. If the Authority revises its tapping fee resolution to reduce the tapping fee or if Developer is unable to complete construction for which the tapping fees were paid, Developer will not be entitled to a refund of any portion of the tapping fees prepaid. Developer shall pay any applicable connection, customer facilities or inspection fee in effect at the time Developer obtains a connection permit.

3. The Authority recognizes the transfer of the three EDUs of sewer capacity transferred pursuant to the Agreement to Transfer Sewer Capacity among the Authority, J. P. Olweiler, and Donald F. Cafiero dated August 2, 1999, to Developer and the Property as a unit. Developer acknowledges that no payments have been made for these three EDUs.

4. Developer shall pay to the Authority tapping fees for 51 EDUs. Developer shall pay the tapping fees for the 51 EDUs in accordance with the schedule of payments included in Exhibit "A" and incorporated herein. Developer shall commence payment of tapping fees on the date Developer obtains a connection permit to connect a nonresidential structure to the Sewer System or on the date established in Exhibit "A", whichever occurs first. Developer shall pay tapping fees as non-residential structures are connected to the Sewer System or in annual payments reflecting the tapping fees required to meet the minimum annual payment set forth in Exhibit "A", whichever method results in the greater yearly payment of tapping fees.

5. Developer acknowledges that Developer has not identified the precise uses which will be established within the Development. Developer further acknowledges that the number of EDUs

required for each use within the Development will be determined when such use is identified. The Authority shall determine the number of EDUs attributable to each such use in accordance with the Authority's resolutions, rules, regulations, standard procedures, and accepting engineering practices. As each use within the Development is connected to the Sewer System, the number of EDUs attributable to such use shall be subtracted from the number of reserved EDUs remaining. Developer specifically acknowledges that, depending upon the precise mix of uses in the Development, Developer may require more than 57 EDUs of capacity in the Sewer System, and Developer acknowledges that the Authority does not reserve or guarantee that capacity in excess of 57 EDUs will be available to Developer. Notwithstanding the foregoing, Developer shall be required to and agrees to pay tapping fees in accordance with Paragraph 4 of this Agreement.

6. At the time of signing this Agreement, Developer shall post financial security in the amount of \$224,400 to secure payment of the tapping fees for 51 EDUs (the "Tapping Fee Financial Security"). Tapping Fee Financial Security shall be in a form acceptable to the Authority Solicitor to secure payment of the tapping fees in accordance with the schedule attached as Exhibit "A".

7. Developer agrees to secure permits from the Authority and to pay the full appropriate tapping, connection and customer facilities fees as established by the Authority from time to time prior to obtaining connection permits to authorize connecting dwelling or nonresidential structures to the Sewer System. The amount of the tapping, connection and customer facilities fees shall be the amount of the tapping, connection and customer facilities fees as established by resolution of the Authority on the date that the Developer or his assign pays the tapping, connection and customer facilities fee for that EDU. Developer acknowledges that Developer shall pay both the capacity and collection components of the Authority's tapping fee without any offset, deduction, credit or refund.

8. Because Developer has posted Tapping Fee Financial Security in lieu of prepaying tapping fees, Developer shall pay the full amount of the tapping fee in effect on the date Developer applies for a connection permit for each EDU other than the six EDUs addressed in Paragraph 2 of this Agreement. Developer shall also pay any applicable connection, customer facilities or inspection fee in effect at the time Developer obtains a connection permit. If Developer makes payment of tapping fees in accordance with the schedule for Developer set forth in Exhibit "A", Developer may request that the Authority reduce the amount of the Tapping Fee Financial Security by the amount of the tapping fees so paid. The Authority shall authorize the reduction in the amount of the Tapping Fee Financial Security if Developer so requests in writing unless the Authority has increased the amount of the tapping fee after the date Developer posted the Tapping Fee Financial Security. The Author-

ity shall not reduce Developer's Tapping Fee Financial Security until the amount of EDUs remaining multiplied by the tapping fee then in effect is less than the amount of the Tapping Fee Financial Security. The Authority shall at all times retain Tapping Fee Financial Security in an amount not less than the number of EDUs reserved times the tapping fee in effect on the date Developer requests reduction of the Tapping Fee Financial Security.

9. If Developer fails to make payments of tapping fees pursuant to the schedule set forth in Exhibit "A", the Authority may draw upon the Tapping Fee Financial Security posted by Developer in the amount of the tapping fees overdue without prior notice to Developer.

10. If the Authority is notified by the financial institution which has provided a letter of credit to serve as Tapping Fee Financial Security that such financial institution will not renew the letter of credit, the Authority shall have the right to withdraw all remaining Tapping Fee Financial Security unless Developer posts alternate Tapping Fee Financial Security, in a form acceptable to the Authority Solicitor, prior to the expiration of the letter of credit.

11. This Agreement shall constitute a reservation of capacity in the Sewer System for Developer to the extent that the Authority shall have the right to continue to connect new users to the Sewer System. If the Department of Environmental Protection ("DEP") or the owner or operator of any public wastewater treatment plant or conveyance facility imposes a moratorium upon new connections or imposes any type of permit allocations or limitations, Developer shall have the right to extend the schedule for connections to the Sewer System approved by the Authority and included in the reservation agreement by the length of time such moratorium or limitation is in effect, and Developer shall not have to pay increases in the tapping fee (if the Authority increases the tapping fee) for the number of EDUs which should have been connected during such moratorium or permit limitation. Developer shall not be entitled to the refund of any tapping fees, the reduction of any financial security, or any other relief. Developer expressly acknowledges that Developer shall have no claim against or right to recover damages from the Authority if the Authority is unable to provide sewer service, due to a moratorium or any type of permit allocations or limitations, for which Developer has reserved capacity.

12. Developer shall have the right to transfer all or a portion of the capacity reserved under this Agreement, including but not limited to the transfer of EDUs for which tapping fees have been prepaid, to any other person. The person purchasing the reserved capacity shall enter into an agreement with the Authority and shall agree to be bound by all provisions of this reservation agreement and all applicable Authority Resolutions.

13. The person purchasing the reserved capacity shall enter into an agreement with the Authority under which such person shall agree to pay tapping fees in accordance with the schedule attached hereto as Exhibit "A" or in accordance with a schedule which will require payment of tapping fees earlier in time than the schedule attached hereto as Exhibit "A". The person purchasing the reserved capacity shall post financial security to secure payment of the tapping fees for the transferred reserved capacity, in a form acceptable to the Authority Solicitor, before the Authority shall release Developer's Tapping Fee Financial Security.

14. The Authority and Developer acknowledge that in accordance with the Authority's current resolutions and regulations, an EDU for sewage system purposes is considered 270 gallons per day of wastewater discharge. Developer by this Agreement desires to reserve a total of 15,390 gallons per day of wastewater discharge. Should the Authority change its definition of EDU, this Agreement shall be interpreted to provide that Developer shall reserve the number of EDUs which represents 15,390 gallons per day of wastewater discharge and to require that Developer shall pay tapping fees for that number of EDUs. To the extent necessary, the parties will negotiate an amendment to Exhibit "A" in good faith to reflect any change in the number of EDUs reserved.

15. Developer has informed the Authority that Developer may request additional capacity within the Sewer System for the Property. Should Developer make such a request to the Authority, the Authority will make capacity available on the same basis as offered to other landowners and developers, and the reservation of such capacity shall be subject to the Authority's then-current rules, regulations, standards and procedures and, if necessary, an additional reservation agreement. Developer expressly acknowledges that the Authority shall not have any obligation to make any capital expenditures to create additional capacity to serve the Property. If additional capital improvements are required to be made to the Sewer System to serve the Property, the Developer acknowledges that it is the Developer's responsibility to bear costs of such capital expenditures. Notwithstanding the foregoing, Developer shall have the right to negotiate with other landowners for a pro rata sharing of costs of capital expenditures to expand the capacity of the Sewer System which may benefit more than the Property.

16. Developer shall install the Development Sewer Extension with its own forces; provided, however, the work shall not be undertaken intermittently, but shall be rapidly prosecuted to completion.

17. Developer or its contractors shall obtain and maintain in force liability insurance at all times during the installation of the Development Sewer Extension. The minimum limits and

coverages of such insurance shall be approved by the Authority's engineer, and any policy or policies of insurance shall name the Authority, its agents, servants and employees, as additional insureds. Developer shall indemnify and hold the Authority and its agents, servants, employees and officials harmless from any and all liability, claims or expenses arising from damages relating to the construction of the Development Sewer Extension.

18. All construction of sewer facilities by Developer shall be completed in strict conformity to the Authority's policies, rules, regulations, standards and specifications in effect at the later of: (i) the time Developer receives preliminary plan approval for its respective developments, or (ii) the date of this Agreement. Provided, however, in the event that an approved preliminary plan of Developer should expire, all construction of sewer facilities by Developer shall be completed in strict conformity to the Authority's policies, rules, regulations, standards and specifications in effect at the time any subsequently filed preliminary plan is approved. A copy of the Authority's current policies, rules, regulations, standards and specifications are on file in the office of the Authority located at 157 Merts Drive, Elizabethtown, Pennsylvania and are incorporated herein by reference thereto.

19. Developer agrees to furnish to the Authority its complete and accurate development plans and right-of-way surveys to show the following items: (a) location of buildings, roads, streets and other land use facilities; (b) location of existing utilities; (c) proposed easements and rights-of-way other than for street and road use; (d) land to be dedicated to the Authority; and (e) such other details of the project as may influence the design and/or construction of the Development Sewer Extension.

20. Upon the completion of the installation of the Development Sewer Extension, the Authority's engineer will, at Developer's expense, finalize all contract drawings to record the Development Sewer Extension as actually constructed (unless Developer's engineers agree to prepare such "as constructed" drawings within the time frame the Authority requires), make a final inspection, prepare the necessary closing documents, and, if the work is satisfactory, recommend that the Authority accept the Development Sewer Extension to serve the completed Development.

21. Developer shall dedicate the Development Sewer Extension to serve the Development to the Authority without payment of any consideration therefor, and the Authority agrees to accept the Development Sewer Extension upon completion, provided:

- a. The location, plans and specifications for the Development Sewer Extension have been approved or prepared by the Authority Engineer prior to the start of construction;
- b. Approval of grades and locations has been obtained from all appropriate govern-

mental bodies;

c. The Development Sewer Extension has been constructed in accordance with the aforesaid plans and specifications which were approved by the Authority Engineer prior to the beginning of construction thereof;

d. Inspection by the Authority Engineer or employees is permitted during the entire course of construction, during which Developer shall comply with reasonable requirements of said Engineer or employees as to advance notice of time when the inspections are to be made;

e. The Development Sewer Extension is in use at the time the facilities are accepted by the Authority;

f. Developer has obtained or negotiated for all rights-of-way and easements for the Development Sewer Extension and has transferred or have arranged for direct transfer from third parties of such rights-of-way and easements to the Authority in a form acceptable to the Authority; and

g. Developer has complied with all the terms of this Agreement.

Developer agrees that the offer to dedicate the Development Sewer Extension shall be enforceable by the Authority in an action in equity. Developer shall be responsible for all court costs and reasonable legal fees incurred by the Authority in the event it becomes necessary to seek such specific performance, unless such refusal to dedicate results from a breach by the Authority of its duties and obligations under this Agreement. Developer shall not be permitted to use and/or connect to the Sewer System if Developer is in violation of this Agreement.

22. In the event Developer or its successors or assigns should file a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent or should file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation or dissolution or similar relief under any present or future bankruptcy law, or should seek or consent to appointment of any trustee, receiver, liquidator of all or any part of its property, or should make any assignment for the benefit of creditors, the parties hereby agree that the easements and Development Sewer Extension shall automatically and irrevocably be deemed dedicated by Developer to the Authority and the Authority shall be deemed to have accepted said easements and Development Sewer Extension as part of the Sewer System. In such event it is agreed that the Authority was the beneficial owner of such assets from the date they were acquired or constructed by Developer and that the Developer had no financial interest in such assets.

23. Prior to the commencement of any construction or the recording of any plans relating to the Development, Developer shall furnish Authority with an improvement guarantee in the form and the amount required by the Pennsylvania Municipalities Planning Code. Such improvement guarantee must be approved by the Authority's Solicitor and Engineer. Developer's improvement guarantee shall not be released until the Development Sewer Extension and related land rights, including easements, have been properly dedicated to the Authority and until all "as constructed" drawings have been furnished to the Authority.

24. Developer shall guarantee the correction of all defective work and material discovered during a period of eighteen (18) months from the date of acceptance of the Development Sewer Extension. All portions of a Development Sewer Extension shall be tested by Developer under the supervision of the Authority's Engineer or employees eighteen (18) months following acceptance, and Developer shall correct any defective work and material discovered during such inspection at its sole expense. Authority may, at its option, require Developer to post financial security to secure the structural integrity and the functioning of the Development Sewer Extension in accordance with the approved design and specifications and the Authority's rules and regulations during said eighteen (18) month period as a condition to acceptance of the Development Sewer Extension.

25. Prior to and as a condition precedent to Authority's final acceptance of a Development Sewer Extension, Developer shall transfer to the Authority full and absolute title, free and clear of all liens and encumbrances, to the Development Sewer Extension as required to be constructed in the construction plans and specifications, and title to all easements and rights-of-way through, in or on private property for ingress to, egress from, and maintenance and replacement of the Development Sewer Extension, all of which shall be subject to the approval of the Authority's Solicitor.

26. In further consideration of the Authority's undertakings herein, subject to the Authority's performance of its obligations under this Agreement, Developer hereby offers to dedicate to the Authority, free of all liens and encumbrances, all necessary rights-of-way and easements (as reasonably determined by the Authority's engineer), which shall include rights-of-way within all streets whether or not such streets are or will be offered for dedication for the reconstruction, enlargement, repair, inspection, maintenance, removal, relocation and extension of the Development Sewer Extension on, upon, under and through Developer's land.

Developer shall furnish Authority with legal descriptions for said rights-of-way, if such descriptions are requested by the Authority, together with evidence satisfactory to the Authority's solicitor (either a policy of title insurance or an attorney's certificate of title) that title to the said

rights-of-way is good and marketable and free of all liens and encumbrances.

27. It is understood by the parties hereto that title to the aforementioned easements and Development Sewer Extension shall be and remain in the Developer until such time as the Authority accepts dedication of the Development Sewer Extension and that the Developer may not connect to the Authority's Sewer System until permission to do so has been obtained from an authorized representative of the Authority.

28. Developer agrees that upon Authority's acceptance of the Development Sewer Extension, title to said mains, together with all accessories and appurtenances thereto, shall be and remain at all times in the Authority, its successors and assigns.

29. Developer acknowledges that this Agreement does not constitute approval of any of the proposed Development or a guarantee that such approvals will be forthcoming from the Authority, Mount Joy Township, Mount Joy Township Planning Commission or any other governmental entity. All proposed developments within the Township are required to comply with the provisions of the Mount Joy Township Zoning Ordinance and the Mount Joy Township Subdivision and Land Development Ordinance, and Developer is solely responsible for obtaining any permits or approvals required under those ordinances. Developer is also required to comply with all other applicable ordinances of the Township and state and federal laws and regulations which may be applicable to the proposed development, and this Agreement shall in no way relieve Developer from such responsibilities and shall in no way constitute any guarantee that such approval shall be forthcoming.

30. Developer hereby acknowledges that the Authority is authorized to allow or make connections to the Development Sewer Extension at any time.

31. Developer agrees to give the Authority five (5) days' written notice of Developer's intention to begin construction of the Development Sewer Extension so that the construction may be properly inspected by the Authority. Any work which has begun without the consent of the Authority will not be approved. In addition, any improperly constructed work will not be accepted. Inspection by the Authority is solely for the purpose of determining that the Development Sewer Extension is constructed in accordance with the Authority's specifications. Methods of construction and conformance with all applicable local, state and federal laws and regulations are the responsibility of the Developer. At all times the contractor installing the Development Sewer Extension shall keep on the construction site, available to the Authority one (1) copy of the approved plans and specifications, any shop drawings approved by the Authority and the Authority's current standard construction and material specifications for Sewer System.

32. Developer shall hire, employ, and pay its own contractor(s) to construct the Development Sewer Extension according to the approved plans and specifications, and the Authority, its servants, agents, employees and/or officials shall have no responsibility or liability for payment of any part of the cost or expenses arising out of or relating to said construction or the labor, materials and equipment used therein or thereon or the acquisition of any rights-of-way. The Authority, its servants, agents, employees and officials, including its engineer, shall have no responsibility or liability whatsoever for any injury or damage to any persons or property occurring upon or associated with the construction of the Development Sewer Extension. Developer shall be responsible for any and all safety measures or procedures required by statute, regulation, resolution or good construction practice, and the Authority, its servants, agents, employees and/or officials, including its engineer, shall have no responsibility therefor.

Developer agrees to indemnify and hold harmless the Authority, its engineer, servants, agents, employees and/or officials from any claim for any injury or damage of any nature or kind whatsoever, including costs of investigation and defense and including but not limited to reasonable attorneys' fees, brought by any third party, including Developer's employees or Developer's contractors and their employees, arising from a breach by Developer, or by Developer's contractors, agents, servants and/or employees, of this Agreement, a breach of the rules and regulations of the DEP, the standards of the Pennsylvania Department of Labor and Industry or the Federal Occupational Safety and Health Administration, or from Developers' breach of any other statute, regulation, resolution, ordinance or accepted construction practice, or from the negligence, recklessness or intentional acts of the Developer, and Developer's agents, servants, contractors and/or employees, whether relating to the design or installation of the Development Sewer Extension.

33. This Agreement shall not grant to Developer any legal title or equitable interest in any specific physical property of the Authority, nor shall it create any relationship between the parties other than that of owner/customer of the Sewer System.

34. Developer waives any claim or cause of action that the provisions of this Agreement are in violation of or contrary to the Municipality Authorities Act, 53 Pa. C.S. §5601 et seq. and release the Authority from any payments or reimbursements to Developer.

35. The provisions of Resolution No. 13-99 of the Authority are incorporated herein by reference, and Developer specifically agrees to be bound by each and every provision of Resolution No. 13-99.

36. This Agreement shall not be modified except by the mutual written consent of the

parties hereto.

37. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto. Notwithstanding the foregoing, any Developer who transfers all or a portion of the capacity reserved in the Sewer System shall remain personally liable for all sums to be paid to the Authority under this Agreement prior to the date of the transfer. The Authority shall have no obligation to release any financial security posted by Developer to secure its obligations under this Agreement upon a transfer of all or a portion of the reserved capacity until the successor or assign of Developer posts financial security in an amount sufficient to satisfy all of the outstanding obligations of Developer, which financial security shall be in a form acceptable to the Authority Solicitor and until such successor or assign of the Developer agrees in writing to comply with all of the terms and conditions of this Agreement.

38. Developer acknowledges that Developer is responsible to reimburse the Authority for all attorneys' fees incurred in the negotiation and preparation of this Agreement.

39. 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 have caused this Agreement to be duly executed the day and year first above written.

MOUNT JOY TOWNSHIP AUTHORITY

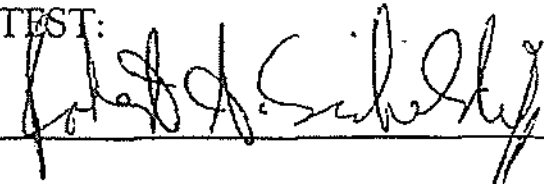
Attest: _____
(Assistant) Secretary

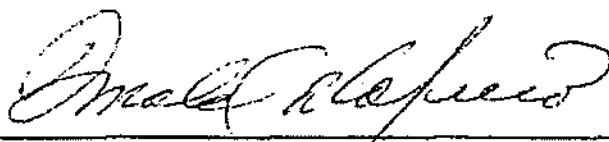
By: _____
(Vice) Chairman

[AUTHORITY SEAL]

ELIZABETHTOWN MOUNT JOY
ASSOCIATES, L.P.

By: Elizabethtown General, LLC, its general
Partner

ATTEST:
By: 

By: 

[SEAL]

EXHIBIT A TO SEWER SYSTEM CAPACITY RESERVATION AGREEMENT

DUE DATE	EDUs PAID FOR	AMOUNT DUE
December 31, 2003	0	\$ 0
December 31, 2004	3	13,200
December 31, 2005	5	22,000
December 31, 2006	10	44,000
December 31, 2007	16	70,400
December 31, 2008	<u>17</u>	<u>74,800</u>
Total:	51	224,440

EXHIBIT A

**MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY****IRREVOCABLE LETTER OF CREDIT**

Sewer Tapping Fee Financial Security

NO. 8410

Date: August 8, 2003

Expiration Date: August 8, 2004

Beneficiary:

Mount Joy Township Authority
157 Merts Drive
Elizabethtown, PA 17022

Dear Members of the Authority:

We hereby issue our Irrevocable Letter of Credit in favor of Mount Joy Township Authority (the "Authority") for any sum or sums not exceeding \$224,400.00 for the account of Elizabethtown Mount Joy Associates, L. P. (hereinafter called "Developer"). This Letter of Credit pertains to the payment of tapping fees to the Authority in accordance with an agreement relating to the reservation of capacity in the Authority's public sewer system between the Authority and the Developer.

Intending to be legally bound, we hereby agree that demands, in an aggregate amount not exceeding \$224,400.00 and in any calendar year not exceeding \$224,400.00 accompanied by a document in the form attached hereto and marked Exhibit X (executed by the Chairman or Vice Chairman of the Authority), shall be duly honored if presented to us, at our office at Mercantile-Safe Deposit & Trust Company, Two Hopkins Plaza, Baltimore, Maryland 21201, Attn: International Department, before August 8, 2004 (such date hereinafter referred to as the "expiration date").

The expiration date of this Letter of Credit shall be automatically extended for additional one (1) year periods beginning with the expiration date and upon each anniversary of such date, unless at least thirty (30) days prior to such expiration date or each anniversary of such date we notify the Authority in writing, by certified mail, addressed to the Authority at 157 Merts Drive, Elizabethtown, Pennsylvania 17022, that we elect not to renew this Letter of Credit.

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



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Letter of Credit No. 8410

Page 2

Except as otherwise provided herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500, and the Uniform Commercial Code.

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

MERCANTILE-SAFE DEPOSIT & TRUST COMPANY

By: _____
Barbara R. Wallace, Vice President

By: _____
Patrick G. Tehan, Senior Vice President



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

EXHIBIT X

To: Mercantile-Safe Deposit & Trust Company

We hereby demand payment to Mount Joy Township Authority of the sum of \$(_____), and certify that this demand is made because of the failure of Elizabethtown Mount Joy Associates, L. P. to pay tapping fees in accordance with an agreed-upon schedule and/or receipt by the Authority of notice that this Letter of Credit will not be renewed and Developer has not paid all tapping fees or posted substitute financial security in accordance with related contractual agreements between the Authority and Elizabethtown Mount Joy Associates, L. P.

MOUNT JOY TOWNSHIP AUTHORITY

By: _____
(Vice) Chairman

Exhibit A-21 Water Service Agreement

WATER SYSTEM CAPACITY RESERVATION AGREEMENT

THIS AGREEMENT made as of the 21st day of August, 2003, by and between MOUNT JOY TOWNSHIP AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 157 Merts Drive, Elizabethtown, Pennsylvania 17022, hereinafter referred to as the "Authority"; and ELIZABETHTOWN MOUNT JOY ASSOCIATES L.P., with a mailing address of 1000 Germantown Pike, Suite A-2, Plymouth Meeting, Pennsylvania 19362, hereinafter referred as "Developer".

BACKGROUND:

The Authority owns and operates a public water supply and distribution system (the "Water System") serving portions of the Township of Mount Joy, Lancaster County, Pennsylvania (the "Township"). The Authority has undertaken capital projects to expand the Water System in order to enable provision of public water service to persons desiring to develop land within the Township. The Authority must have assurance that tapping fees will be paid in order that it may finance the capital improvements undertaken and to be undertaken.

Developer owns land located at the southeast corner of S.R. 0230 and Cloverleaf Road within the Township. These lands are comprised of four separate parcels. Developer is the record owner of a tract of land identified as Lancaster County Tax Account No. 461-41455-00000 by virtue of a deed from Robert A. Sichelstiel, straw party, to Developer dated January 15, 2003, and recorded March 10, 2003, to Document No. 5160060 in the Office of the Recorder of Deeds. Developer is additionally the record owner of land identified as Lancaster County Tax Account No. 461-95417-00000 by virtue of a deed from Pennmark Management Company, Inc., straw party, to Developer dated January 15, 2003, and recorded March 10, 2003, to Document No. 5160061 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. Developer is the successor party to Elizabethtown Associates, a Pennsylvania general partnership, as set forth in a Certificate of Limited Partnership filed with the Pennsylvania Department of State on November 8, 2002, as entity No. 3105210 and Microfilm No. 2002094-1696. Elizabethtown Associates, now Developer, is the record owner of land identified as Lancaster County Tax Account No. 461-00486-00000 by virtue of a deed recorded to Deed Book U, Volume 71, Page 021, in the Office of the Recorder of Deeds.

Elizabethtown Associates, now Developer, is the record owner of lands identified as Lancaster County Tax Account No. 461-82176-00000 by virtue of a deed recorded in Deed Book U, Volume 71, Page 021, in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. Hereinafter the lands identified as Lancaster County Tax Account Nos. 461-41455-00000, 461-95417-00000, 461-00486-00000, and 461-82176-00000 shall be collectively referred to as the "Property".

Elizabethtown Associates entered into an Agreement with the Authority dated July 20, 2001, pursuant to which the Authority reserved six EDUs of capacity in the Water System for the land identified as Lancaster County Tax Account No. 461-82176-00000. Elizabethtown Associates has prepaid the tapping fees for the six EDUs reserved pursuant to the Capacity Reservation Agreement dated July 20, 2001.

Developer desires to develop the Property for one or more commercial lots and/or enterprises (collectively the "Development") which will require public water service. Developer estimates that all development of the Property will require a total of 57 EDUs. In order to reserve capacity in the Water System and in order to insure that the Authority will receive tapping fees to defray the costs which the Authority will be required to pay for such capacity, Developer agrees that it shall purchase connection permits and pay tapping fees in accordance with the understandings set forth in this Agreement. Developer also agrees that the water distribution facilities constructed to serve its respective development (the "Development Water Extension") shall be installed in accordance with and governed by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter set forth, and with the foregoing background incorporated herein, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. The foregoing background recitals are incorporated into and made a substantive part of this Agreement.

2. The Authority hereby recognizes the transfer of the 6 EDUs of water capacity reserved in the Agreement dated July 20, 2001, between the Authority and Elizabethtown Associates to Developer and to the Property as a single unit. The Authority recognizes that the tapping fees for these six EDUs have been prepaid. Developer shall be entitled to obtain a connection permit for the six EDUs for which the Developer has prepaid the tapping fee at the time a structure is ready to be connected to the Water System. If the Authority increases the amount of the tapping fee before Developer obtains a connection permit for the six EDUs for which the Developer has prepaid the

tapping fee, Developer shall not be required to pay the difference between the amount of the prepaid tapping fee and the amount of the tapping fee in effect at the time the Developer applies for the connection permit. If the Authority revises its tapping fee resolution to reduce the tapping fee or if Developer is unable to complete construction for which the tapping fees were paid, Developer will not be entitled to a refund of any portion of the tapping fees prepaid. Developer shall pay any applicable connection, customer facilities or inspection fee in effect at the time Developer obtains a connection permit.

3. Developer shall pay to the Authority tapping fees for 51 EDUs. Developer shall pay the tapping fees for the 51 EDUs in accordance with the schedule of payments included in Exhibit "A" and incorporated herein. Developer shall commence payment of tapping fees on the date Developer obtains a connection permit to connect a nonresidential structure to the Water System or on the date established in Exhibit "A", whichever occurs first. Developer shall pay tapping fees as non-residential structures are connected to the Water System or in annual payments reflecting the tapping fees required to meet the minimum annual payment set forth in Exhibit "A", whichever method results in the greater yearly payment of tapping fees.

4. Developer acknowledges that Developer has not identified the precise uses which will be established within the Development. Developer further acknowledges that the number of EDUs required for each use within the Development will be determined when such use is identified. The Authority shall determine the number of EDUs attributable to each such use in accordance with the Authority's resolutions, rules, regulations, standard procedures, and accepting engineering practices. As each use within the Development is connected to the Water System, the number of EDUs attributable to such use shall be subtracted from the number of reserved EDUs remaining. Developer specifically acknowledges that, depending upon the precise mix of uses in the Development, Developer may require more than 57 EDUs of capacity in the Water System, and Developer acknowledges that the Authority does not reserve or guarantee that capacity in excess of 57 EDUs will be available to Developer. Notwithstanding the foregoing, Developer shall be required to and agrees to pay tapping fees in accordance with Paragraph 3 of this Agreement.

5. At the time of signing this Agreement, Developer shall post financial security in the amount of \$153,000 to secure payment of the tapping fees for 51 EDUs (the "Tapping Fee Financial Security"). Tapping Fee Financial Security shall be in a form acceptable to the Authority Solicitor to secure payment of the tapping fees in accordance with the schedule attached as Exhibit "A".

6. Developer agrees to secure permits from the Authority and to pay the full appropriate

tapping, connection and customer facilities fees as established by the Authority from time to time prior to obtaining connection permits to authorize connecting dwelling or nonresidential structures to the Water System. The amount of the tapping, connection and customer facilities fees shall be the amount of the tapping, connection and customer facilities fees as established by resolution of the Authority on the date that the Developer or his assign pays the tapping, connection and customer facilities fee for that EDU. Developer acknowledges that Developer shall pay both the capacity and collection components of the Authority's tapping fee without any offset, deduction, credit or refund.

7. Because Developer has posted Tapping Fee Financial Security in lieu of prepaying tapping fees, Developer shall pay the full amount of the tapping fee in effect on the date Developer applies for a connection permit for each EDU other than the six EDUs addressed in Paragraph 2 of this Agreement. Developer shall also pay any applicable connection, customer facilities or inspection fee in effect at the time Developer obtains a connection permit. If Developer makes payment of tapping fees in accordance with the schedule for Developer set forth in Exhibit "A", Developer may request that the Authority reduce the amount of the Tapping Fee Financial Security by the amount of the tapping fees so paid. The Authority shall authorize the reduction in the amount of the Tapping Fee Financial Security if Developer so requests in writing unless the Authority has increased the amount of the tapping fee after the date Developer posted the Tapping Fee Financial Security. The Authority shall not reduce Developer's Tapping Fee Financial Security until the amount of EDUs remaining multiplied by the tapping fee then in effect is less than the amount of the Tapping Fee Financial Security. The Authority shall at all times retain Tapping Fee Financial Security in an amount not less than the number of EDUs reserved times the tapping fee in effect on the date Developer requests reduction of the Tapping Fee Financial Security.

8. If Developer fails to make payments of tapping fees pursuant to the schedule set forth in Exhibit "A", the Authority may draw upon the Tapping Fee Financial Security posted by Developer in the amount of the tapping fees overdue without prior notice to Developer.

9. If the Authority is notified by the financial institution which has provided a letter of credit to serve as Tapping Fee Financial Security that such financial institution will not renew the letter of credit, the Authority shall have the right to withdraw all remaining Tapping Fee Financial Security unless Developer posts alternate Tapping Fee Financial Security, in a form acceptable to the Authority Solicitor, prior to the expiration of the letter of credit.

10. This Agreement shall constitute a reservation of capacity in the Water System for Developer to the extent that the Authority shall have the right to continue to connect new users to the

Water System. If the Department of Environmental Protection ("DEP") or the owner or operator of any public water supply facility or distribution facility imposes a moratorium upon new connections or imposes any type of permit allocations or limitations, Developer shall have the right to extend the schedule for connections to the Water System approved by the Authority and included in the reservation agreement by the length of time such moratorium or limitation is in effect, and Developer shall not have to pay increases in the tapping fee (if the Authority increases the tapping fee) for the number of EDUs which should have been connected during such moratorium or permit limitation. Developer shall not be entitled to the refund of any tapping fees, the reduction of any financial security, or any other relief. Developer expressly acknowledges that Developer shall have no claim against or right to recover damages from the Authority if the Authority is unable to provide water service due to a moratorium, permit allocation, or permit limitation, for the amount of EDUs for which Developer has reserved capacity.

11. Developer shall have the right to transfer all or a portion of the capacity reserved under this Agreement, including but not limited to the transfer of EDUs for which tapping fees have been prepaid, to any other person. The person purchasing the reserved capacity shall enter into an agreement with the Authority and shall agree to be bound by all provisions of this reservation agreement and all applicable Authority Resolutions.

12. The person purchasing the reserved capacity shall enter into an agreement with the Authority under which such person shall agree to pay tapping fees in accordance with the schedule attached hereto as Exhibit "A" or in accordance with a schedule which will require payment of tapping fees earlier in time than the schedule attached hereto as Exhibit "A". The person purchasing the reserved capacity shall post financial security to secure payment of the tapping fees for the transferred reserved capacity, in a form acceptable to the Authority Solicitor, before the Authority shall release Developer's Tapping Fee Financial Security.

13. The Authority and Developer acknowledge that in accordance with the Authority's current resolutions and regulations, an EDU for Water System purposes is considered 270 gallons per day of water consumption. Developer by this Agreement desires to reserve a total of 15,390 gallons per day of water. Should the Authority change its definition of EDU, this Agreement shall be interpreted to provide that Developer shall reserve the number of EDUs which represents 15,390 gallons per day of water consumption and to require that Developer shall pay tapping fees for that number of EDUs. To the extent necessary, the parties will negotiate an amendment to Exhibit "A" in good faith to reflect any change in the number of EDUs reserved.

14. Developer has informed the Authority that Developer may request additional capacity within the Water System for the Property. Should Developer make such a request to the Authority, the Authority will make capacity available on the same basis as offered to other landowners and developers, and the reservation of such capacity shall be subject to the Authority's then-current rules, regulations, standards and procedures and, if necessary, an additional reservation agreement. Developer expressly acknowledges that the Authority shall not have any obligation to make any capital expenditures to create additional capacity to serve the Property. If additional capital improvements are required to be made to the Water System to serve the Property, the Developer acknowledges that it is the Developer's responsibility to bear costs of such capital expenditures. Notwithstanding the foregoing, Developer shall have the right to negotiate with other landowners for a pro rata sharing of costs of capital expenditures to expand the capacity of the Water System which may benefit more than the Property.

15. Developer shall install the Development Water Extension with its own forces; provided, however, the work shall not be undertaken intermittently, but shall be rapidly prosecuted to completion.

16. Developer or its contractors shall obtain and maintain in force liability insurance at all times during the installation of the Development Water Extension. The minimum limits and coverages of such insurance shall be approved by the Authority's engineer, and any policy or policies of insurance shall name the Authority, its agents, servants and employees, as additional insureds. Developer shall indemnify and hold the Authority and its agents, servants, employees and officials harmless from any and all liability, claims or expenses arising from damages relating to the construction of the Development Water Extension.

17. All construction of water facilities by Developer shall be completed in strict conformity to the Authority's policies, rules, regulations, standards and specifications in effect at the later of: (i) the time Developer receives preliminary plan approval for its respective developments, or (ii) the date of this Agreement. Provided, however, in the event that an approved preliminary plan of Developer should expire, all construction of water facilities by Developer shall be completed in strict conformity to the Authority's policies, rules, regulations, standards and specifications in effect at the time any subsequently filed preliminary plan is approved. A copy of the Authority's current policies, rules, regulations, standards and specifications are on file in the office of the Authority located at 157 Merts Drive, Elizabethtown, Pennsylvania and are incorporated herein by reference thereto.

18. Developer agrees to furnish to the Authority its complete and accurate development

plans and right-of-way surveys to show the following items: (a) location of buildings, roads, streets and other land use facilities; (b) location of existing utilities; (c) proposed easements and rights-of-way other than for street and road use; (d) land to be dedicated to the Authority; and (e) such other details of the project as may influence the design and/or construction of the Development Water Extension.

19. Upon the completion of the installation of the Development Water Extension, the Authority's engineer will, at Developer's expense, finalize all contract drawings to record the Development Water Extension as actually constructed (unless Developer's engineers agree to prepare such "as constructed" drawings within the time frame the Authority requires), make a final inspection, prepare the necessary closing documents, and, if the work is satisfactory, recommend that the Authority accept the Development Water Extension to serve the completed Development.

20. Developer shall dedicate the Development Water Extension to serve the Development to the Authority without payment of any consideration therefor, and the Authority agrees to accept the Development Water Extension upon completion, provided:

a. The location, plans and specifications for the Development Water Extension have been approved or prepared by the Authority Engineer prior to the start of construction;

b. Approval of grades and locations has been obtained from all appropriate governmental bodies;

c. The Development Water Extension has been constructed in accordance with the aforesaid plans and specifications which were approved by the Authority Engineer prior to the beginning of construction thereof;

d. Inspection by the Authority Engineer or employees is permitted during the entire course of construction, during which Developer shall comply with reasonable requirements of said Engineer or employees as to advance notice of time when the inspections are to be made;

e. The Development Water Extension is in use at the time the facilities are accepted by the Authority;

f. Developer has obtained or negotiated for all rights-of-way and easements for the Development Water Extension and has transferred or have arranged for direct transfer from third parties of such rights-of-way and easements to the Authority in a form acceptable to the Authority; and

g. Developer has complied with all the terms of this Agreement.

Developer agrees that the offer to dedicate the Development Water Extension shall be enforceable by the Authority in an action in equity. Developer shall be responsible for all court costs and reasonable legal fees incurred by the Authority in the event it becomes necessary to seek such specific performance, unless such refusal to dedicate results from a breach by the Authority of its duties and obligations under this Agreement. Developer shall not be permitted to use and/or connect to the Water System if Developer is in violation of this Agreement.

21. In the event Developer or its successors or assigns should file a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent or should file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation or dissolution or similar relief under any present or future bankruptcy law, or should seek or consent to appointment of any trustee, receiver, liquidator of all or any part of its property, or should make any assignment for the benefit of creditors, the parties hereby agree that the easements and Development Water Extension shall automatically and irrevocably be deemed dedicated by Developer to the Authority and the Authority shall be deemed to have accepted said easements and Development Water Extension as part of the Water System. In such event it is agreed that the Authority was the beneficial owner of such assets from the date they were acquired or constructed by Developer and that the Developer had no financial interest in such assets.

22. Prior to the commencement of any construction or the recording of any plans relating to the Development, Developer shall furnish Authority with an improvement guarantee in the form and the amount required by the Pennsylvania Municipalities Planning Code. Such improvement guarantee must be approved by the Authority's Solicitor and Engineer. Developer's improvement guarantee shall not be released until the Development Water Extension and related land rights, including easements, have been properly dedicated to the Authority and until all "as constructed" drawings have been furnished to the Authority.

23. Developer shall guarantee the correction of all defective work and material discovered during a period of eighteen (18) months from the date of acceptance of the Development Water Extension. All portions of a Development Water Extension shall be tested by Developer under the supervision of the Authority's Engineer or employees eighteen (18) months following acceptance, and Developer shall correct any defective work and material discovered during such inspection at its sole expense. Authority may, at its option, require Developer to post financial security to secure the structural integrity and the functioning of the Development Water Extension in accordance with the approved design and specifications and the Authority's rules and regulations during said eighteen

(18) month period as a condition to acceptance of the Development Water Extension.

24. Prior to and as a condition precedent to Authority's final acceptance of a Development Water Extension, Developer shall transfer to the Authority full and absolute title, free and clear of all liens and encumbrances, to the Development Water Extension as required to be constructed in the construction plans and specifications, and title to all easements and rights-of-way through, in or on private property for ingress to, egress from, and maintenance and replacement of the Development Water Extension, all of which shall be subject to the approval of the Authority's Solicitor.

25. In further consideration of the Authority's undertakings herein, subject to the Authority's performance of its obligations under this Agreement, Developer hereby offers to dedicate to the Authority, free of all liens and encumbrances, all necessary rights-of-way and easements (as reasonably determined by the Authority's engineer), which shall include rights-of-way within all streets whether or not such streets are or will be offered for dedication for the reconstruction, enlargement, repair, inspection, maintenance, removal, relocation and extension of the Development Water Extension on, upon, under and through Developer's land.

Developer shall furnish Authority with legal descriptions for said rights-of-way, if such descriptions are requested by the Authority, together with evidence satisfactory to the Authority's solicitor (either a policy of title insurance or an attorney's certificate of title) that title to the said rights-of-way is good and marketable and free of all liens and encumbrances.

26. It is understood by the parties hereto that title to the aforementioned easements and Development Water Extension shall be and remain in the Developer until such time as the Authority accepts dedication of the Development Water Extension and that the Developer may not connect to the Authority's Water System until permission to do so has been obtained from an authorized representative of the Authority.

27. Developer agrees that upon Authority's acceptance of the Development Water Extension, title to said mains, together with all accessories and appurtenances thereto, shall be and remain at all times in the Authority, its successors and assigns.

28. Developer acknowledges that this Agreement does not constitute approval of any of the proposed Development or a guarantee that such approvals will be forthcoming from the Authority, Mount Joy Township, Mount Joy Township Planning Commission or any other governmental entity. All proposed developments within the Township are required to comply with the provisions of the Mount Joy Township Zoning Ordinance and the Mount Joy Township Subdivision and Land Development Ordinance, and Developer is solely responsible for obtaining any permits or approvals

required under those ordinances. Developer is also required to comply with all other applicable ordinances of the Township and state and federal laws and regulations which may be applicable to the proposed development, and this Agreement shall in no way relieve Developer from such responsibilities and shall in no way constitute any guarantee that such approval shall be forthcoming.

29. Developer hereby acknowledges that the Authority is authorized to allow or make connections to the Development Water Extension at any time.

30. Developer agrees to give the Authority five (5) days' written notice of Developer's intention to begin construction of the Development Water Extension so that the construction may be properly inspected by the Authority. Any work which has begun without the consent of the Authority will not be approved. In addition, any improperly constructed work will not be accepted. Inspection by the Authority is solely for the purpose of determining that the Development Water Extension is constructed in accordance with the Authority's specifications. Methods of construction and conformance with all applicable local, state and federal laws and regulations are the responsibility of the Developer. At all times the contractor installing the Development Water Extension shall keep on the construction site, available to the Authority one (1) copy of the approved plans and specifications, any shop drawings approved by the Authority and the Authority's current standard construction and material specifications for Water System.

31. Developer shall hire, employ, and pay its own contractor(s) to construct the Development Water Extension according to the approved plans and specifications, and the Authority, its servants, agents, employees and/or officials shall have no responsibility or liability for payment of any part of the cost or expenses arising out of or relating to said construction or the labor, materials and equipment used therein or thereon or the acquisition of any rights-of-way. The Authority, its servants, agents, employees and officials, including its engineer, shall have no responsibility or liability whatsoever for any injury or damage to any persons or property occurring upon or associated with the construction of the Development Water Extension. Developer shall be responsible for any and all safety measures or procedures required by statute, regulation, resolution or good construction practice, and the Authority, its servants, agents, employees and/or officials, including its engineer, shall have no responsibility therefor.

Developer agrees to indemnify and hold harmless the Authority, its engineer, servants, agents, employees and/or officials from any claim for any injury or damage of any nature or kind whatsoever, including costs of investigation and defense and including but not limited to reasonable attorneys' fees, brought by any third party, including Developer's employees or Developer's contrac-

tors and their employees, arising from a breach by Developer, or by Developer's contractors, agents, servants and/or employees, of this Agreement, a breach of the rules and regulations of the DEP, the standards of the Pennsylvania Department of Labor and Industry or the Federal Occupational Safety and Health Administration, or from Developers' breach of any other statute, regulation, resolution, ordinance or accepted construction practice, or from the negligence, recklessness or intentional acts of the Developer, and Developer's agents, servants, contractors and/or employees, whether relating to the design or installation of the Development Water Extension.

32. This Agreement shall not grant to Developer any legal title or equitable interest in any specific physical property of the Authority, nor shall it create any relationship between the parties other than that of owner/customer of the Water System.

33. Developer waives any claim or cause of action that the provisions of this Agreement are in violation of or contrary to the Municipality Authorities Act, 53 Pa. C.S. §5601 et seq. and release the Authority from any payments or reimbursements to Developer.

34. The provisions of Resolution No. 12-99 of the Authority are incorporated herein by reference, and Developer specifically agrees to be bound by each and every provision of Resolution No. 12-99.

35. This Agreement shall not be modified except by the mutual written consent of the parties hereto.

36. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto. Notwithstanding the foregoing, any Developer who transfers all or a portion of the capacity reserved in the Water System shall remain personally liable for all sums to be paid to the Authority under this Agreement prior to the date of the transfer. The Authority shall have no obligation to release any financial security posted by Developer to secure its obligations under this Agreement upon a transfer of all or a portion of the reserved capacity until the successor or assign of Developer posts financial security in an amount sufficient to satisfy all of the outstanding obligations of Developer, which financial security shall be in a form acceptable to the Authority Solicitor and until such successor or assign of the Developer agrees in writing to comply with all of the terms and conditions of this Agreement.

37. 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 this Agreement to be executed as of the date first above written.

MOUNT JOY TOWNSHIP AUTHORITY

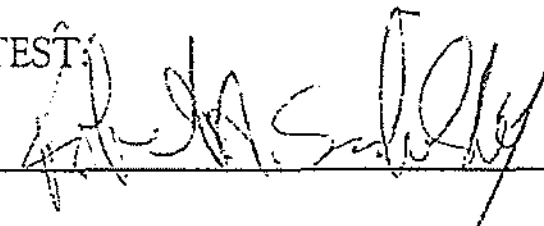
Attest: _____
(Assistant) Secretary

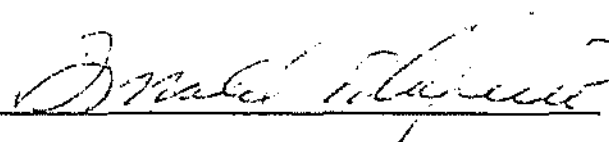
By: _____
(Vice) Chairman

[AUTHORITY SEAL]

ELIZABETHTOWN MOUNT JOY ASSOCIATES, L.P.

By: Elizabethtown General, LLC, its general Partner

ATTEST:
By:  _____

By:  _____

[SEAL]

EXHIBIT A TO WATER SYSTEM CAPACITY RESERVATION AGREEMENT

DUE DATE	EDUs PAID FOR	AMOUNT DUE
December 31, 2003	0	\$ 0
December 31, 2004	3	9,000
December 31, 2005	5	15,000
December 31, 2006	10	30,000
December 31, 2007	16	48,000
December 31, 2008	<u>17</u>	<u>51,000</u>
Total:	51	153,000

EXHIBIT A



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

IRREVOCABLE LETTER OF CREDIT

Water Tapping Fee Financial Security

NO. 8409

Date: August 8, 2003

Expiration Date: August 8, 2004

Beneficiary:

Mount Joy Township Authority
157 Merts Drive
Elizabethtown, PA 17022

Dear Members of the Authority:

We hereby issue our Irrevocable Letter of Credit in favor of Mount Joy Township Authority (the "Authority") for any sum or sums not exceeding \$153,000.00 for the account of Elizabethtown Mount Joy Associates, L. P. (hereinafter called "Developer"). This Letter of Credit pertains to the payment of tapping fees to the Authority in accordance with an agreement relating to the reservation of capacity in the Authority's public water supply and distribution system between the Authority and the Developer.

Intending to be legally bound, we hereby agree that demands, in an aggregate amount not exceeding \$153,000.00 and in any calendar year not exceeding \$153,000.00 accompanied by a document in the form attached hereto and marked Exhibit X (executed by the Chairman or Vice Chairman of the Authority), shall be duly honored if presented to us, at our office at Mercantile-Safe Deposit & Trust Company, Two Hopkins Plaza, Baltimore, Maryland 21201, Attn: International Department, before August 8, 2004 (such date hereinafter referred to as the "expiration date").

The expiration date of this Letter of Credit shall be automatically extended for additional one (1) year periods beginning with the expiration date and upon each anniversary of such date, unless at least thirty (30) days prior to such expiration date or each anniversary of such date we notify the Authority in writing, by certified mail, addressed to the Authority at 157 Merts Drive, Elizabethtown, Pennsylvania 17022, that we elect not to renew this Letter of Credit.

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



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Letter of Credit No. 8409

Page 2

Except as otherwise provided herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500, and the Uniform Commercial Code.

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

MERCANTILE-SAFE DEPOSIT & TRUST COMPANY

By: _____
Barbara R. Wallace, Vice President

By: _____
Patrick G. Tehan, Senior Vice President



MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

EXHIBIT X

To: Mercantile-Safe Deposit & Trust Company

We hereby demand payment to Mount Joy Township Authority of the sum of \$(_____), and certify that this demand is made because of the failure of Elizabethtown Mount Joy Associates, L. P. to pay tapping fees in accordance with an agreed-upon schedule and/or receipt by the Authority of notice that this Letter of Credit will not be renewed and Developer has not paid all tapping fees or posted substitute financial security in accordance with related contractual agreements between the Authority and Elizabethtown Mount Joy Associates, L. P.

MOUNT JOY TOWNSHIP AUTHORITY

By: _____
(Vice) Chairman