



MOUNT JOY TOWNSHIP

• Lancaster County, Pennsylvania •

8853 Elizabethtown Road, Elizabethtown, PA 17022
 717.367.8917 • 717.367.9208 fax
www.mtjoytwp.org

**Mount Joy Township Board of Supervisors
 September 20, 2021 @ 7:00 p.m.
 To Be Held Remotely by Zoom Web Conference
 (Meeting ID 890 4222 2529)**

AGENDA

NOTE: The meeting is being offered via Zoom for those that do not want to participate in person. Please check the Township website for details – www.mtjoytwp.org.

1. Call meeting to order, moment of silence and pledge of allegiance.
2. Roll call of the Supervisors.
3. The Board of Supervisors held an Executive Session prior to tonight’s meeting to discuss personnel issues. Any official action to be taken based upon discussion held during the Executive Session will occur at an open public meeting.

4. Old Business:

5. Public Comment:

An opportunity for the public to make comments on items included or not included on the agenda. Any comments received prior to the start of tonight’s remote meeting will be read into the meeting minutes.

6. Consent Calendar:

The following agenda items will be acted on by a single motion unless any member of the Board of Supervisors wishes to consider an item separately and for that item to be voted on separately:

- a. Approve and ratify the minutes of the August 16, 2021 meeting.
- b. Accept, ratify, and confirm the Township Treasurer’s purchase of Certificates of Deposit as follows:

Fund	Amount	Where Invested	Maturity Date	Interest Rate
No Certificates of Deposit were purchased				

- c. Approve payment of all bills via Bill List #17-2021 in the amount of \$333,534.69; Bill List #18-2021 in the amount of \$40,010.72; and Bill List #19-2021 in the amount of \$594,517.83 and ratify the payment of all payrolls for the period of August 12, 2021 through September 9, 2021 inclusive, in the amount of \$50,795.86, which represents two pay periods.
- d. Trick or Treat: Approve the observance of Trick or Treat night to be held on Friday, October 29, 2021, between the hours of 6:00 P.M. and 8:00 P.M.
- e. MJT Non-Uniformed Employee Pension Plan/Fund – 2022 Minimum Municipal Obligation: Approve and ratify the Township Treasurer’s transmittal of the 2022 Minimum Municipal

Obligation Worksheet to the Pennsylvania Municipal Retirement System for non-uniformed employees.

- f. 2021 Paving Projects: Authorize payment to Pennsy Supply, Inc., PO Box 3331, Harrisburg, PA 17105, in the amount of \$119,607.82 for the 2021 Paving Project. (Note: \$21,021.68 below contract price.)
- g. Mount Joy Borough – Letter of Support: Approve and ratify the Township Manager’s Letter of Support sent to Mount Joy Borough for the submission of a 902 Grant Application for the Borough’s compost facility which the Township has utilized the past two years.
- h. Lancaster County Career & Technology Center: Approve and ratify the Township Secretary’s execution of the PaDEP Planning Exemption for public sewerage service for the LCCTC land development plan.
- i. Ketterline, Inc. – ERSA Drive; 2021-07-MSDP: Approve and ratify the Township Secretary’s execution of the PaDEP Planning Exemption for public sewerage service for the ERSA Drive reconfiguration to add another lot.
- j. Heistand, Ira M. & Linda M.; 21-10-FSDP: Adopt a resolution whereby, upon adoption, the sewer planning module is approved and authorize the Township Secretary to forward the same onto the Regional Office of the PA Department of Environmental Protection for approval.
- k. Hughes, Edward & Cynthia; 210079-SWMP-MAJ: Grant waiver of Stormwater Management Ordinance, Chapter 113, §113-43-I(5) whereby all existing manmade features within 200 feet of the development site boundary need not to be shown on plan as per the Township Engineer’s recommendation dated September 14, 2021.
- l. Morris Run – Radio Road; 19-13-FLDP: Approve and sign the Amended and Restated Agreement and authorize the Township Solicitor to record the aforementioned document in/at the Lancaster County Courthouse for the development along Radio Road and Morris Run. (Pertains to the credit to Traffic Impact Fees for additional road improvements.)
- m. Bellia, Salvatore; 210081-SWMP-MAJ: Accept Letter of Credit # _____, (to be determined) in the amount of \$35,575.35, as issued by First National Bank to guarantee the proper installation of all improvements, excluding public sewer and public water facilities, associated with the Bellia stormwater management plan located at 927 Spring Road.
- n. Messick, Scott & Ashley; 200002-SWMP-MAJ: Approve a reduction in Escrow from its current amount of \$28,065.75 to \$3,893.62 to guarantee the proper installation of all improvements excluding public sewer and public water facilities, associated with the Messick’s stormwater management plan located at 701 Bellaire Road.
- o. Hickory Run Properties (DeArment, Trent); 19-12-FLDP: Approve a reduction of Letter of Credit #725880, in its current amount of \$113,831.83 to \$40,592.33 as issued by Link Bank to guarantee the proper installation of all improvements, excluding public sewer and public water facilities, for the land development plan along Old Elizabethtown Road.
- p. Morris Run – Radio Road; 19-13-FLDP: Approve a reduction of Letter of Credit #132447723, in its current amount of \$666,839.55 to \$585,032.55 as issued by Univest Bank & Trust Co. to guarantee the proper installation of all improvements, excluding public sewer and public water facilities, for the land development plan along Radio Road and Morris Run.
- q. Morris Run – Radio Road; 19-13-FLDP: Approve a change in language in Letter of Credit #132447723 to establish a maximum aggregate increase of \$154,712.92 (20%) of the original amount. (This change is consistent with other LOC acceptable to the Township.)

- r. Rheems Retail Center LLC (Jivani, Jyotsna); FLDP03-2016: Approve a release of Letter of Credit #8305012687 (formerly #4317), from its current amount of \$125,386.00, as issued by Northwest Bank (formerly Union Community Bank) for Traffic Impact Fees. (Payment was received 8/17/2021)
- s. Bellia, Salvatore; 210081-SWMP-MAJ: Authorize execution of the Stormwater Management Agreement and Declaration of Easement and Agreement Providing for Grant of Conservation Easement and authorize the Township Solicitor to record the aforementioned documents in/at the Lancaster County Courthouse for the property located at 927 Spring Road.

7. Rezoning Petition - 611 Campus Road:

Discussion on and, if appropriate, a motion to 1) accept the Petition to Rezone the property located at 611 Campus Road, Elizabethtown, PA 17022, Tax Parcel #460-16065-0-0000 (2.06 acres) from its current zoning of Institutional (IN) to Medium Density Residential (R-2); 2) authorize the Township Solicitor to prepare and advertise an ordinance; and 3) forward the Petition to Rezone to the Mount Joy Township Planning Commission and Lancaster County Planning Commission for review and comment.

8. Chapter 116 – Streets & Sidewalks Amendment:

Discussion on and, if appropriate, a motion to authorize the Township Solicitor to advertise the proposed ordinance to amend Chapter 116, Streets and Sidewalks, to the Township Code of Ordinances, whereby, upon enactment, a new Article VI, Small Wireless Facilities Deployment will be added.

9. Morris Run – Radio Road; 19-13-FLDP; Driveway Waiver Request:

Discussion on and, if appropriate, a motion pertaining to a waiver request of Chapter 67, Driveways, §67-4.A, Design Requirements, to allow for a steeper slope than is permissible in the PA Standards due to the topography of Radio Road.

10. 2021 Full Depth Reclamation - Cold Spring Road & Harvest Road – Phase 2; Award Bid:

Discussion on and, if appropriate, a motion to award a bid to Highway Materials, Inc, 409 Stenton Ave, Flourtown, PA 19031 in the amount of \$521,575.65 for the full depth reclamation of Cold Spring Road and Harvest Road – Phase 2 Project.

11. Rheems Fire Department:

Robert A. Ricedorf, West Donegal Township Resident, to give a presentation on the Rheems Fire Department proposed purchase of new equipment.

12. 2022 Budget:

Schedule date and time for a workshop meeting to discuss the 2022 budget.

13. Administrative staff reports:

14. Supervisor reports and comments:

15. Reports: *Written – on file

Administrator*
Code Enforcement/Rental Inspections*
Elizabethtown Area Water Authority
Elizabethtown Public Library
Elizabethtown Chamber of Commerce
Elizabethtown Regional Sewer Authority*

Milanof-Schock Library*
Northwest EMS, Inc.*
Park and Recreation Board*
Planning Commission*
Public Works Department*
Regional Police Department*

Engineer
Fire Department Mount Joy*
Friendship Fire & Hose Co.*
GEARS*
Mastersonville Fire Co.*

Rheems Fire Department Co.*
Sewage Enforcement Officer
Zoning Hearing Board
Zoning Officer*

16. Correspondence:

- a. Letter from Rettew, dated August 17, 2021, re: Preconstruction Meeting Minutes for the Mill Road Bridge Site. (E-mailed to Supervisors 08-18-2021.)
- b. Letter from Deborah Drury, Elizabethtown Public Library, dated August 16, 2021; re: 2022 Funding Request. (E-mailed to Supervisors 08-27-2021.)
- c. Memorandum from David M. Sanko, PSATS, dated August 31, 2021; re: 2021 Proposed bylaws Changes, Nominations Report and Resolutions. (E-mailed to Supervisors 09-07-2021.)
- d. Letter from Dale Ressler, Northwest Emergency Medical Services, dated August 25, 2021; re: Municipal Elected Officials meeting to be held September 29, 2021. (E-mailed to Supervisors 09-07-2021.)
- e. Letter from Todd Hooper and David Shriner, Elizabethtown Fire Department, dated September 1, 2021; re: 2022 Funding Request. (E-mailed to Supervisors 09-09-2021.)
- f. Letter from David Kilmer, South Central Transit Authority, dated September 7, 2021; re: Announcing his retirement. (E-mailed to Supervisors 09-13-2021.)
- g. PSATS News Bulletin, September 2021; re: Monthly newsletter. (E-mailed to Supervisors 09-13-2021.)

17. Other Business:

18. The next regular meeting of the Mount Joy Township Board of Supervisors is scheduled to be held on Monday, October 18, 2021, beginning at 7:00 P.M.

19. Adjournment.



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Minutes of the Regular Meeting of the Mount Joy Township Board of Supervisors Was Held Remotely by Zoom Web Conference (Meeting ID 828 2999 7681) on August 16, 2021

NOTE: The meeting is being offered via Zoom for those that do not want to participate in person. Please check the Township website for details – www.mtjoytwp.org.

1. Lisa S. Heilner called the meeting to order at 7:00 P.M. in the Mount Joy Township Fairview Municipal Complex at 8853 Elizabethtown Road, Elizabethtown, PA 17022.
2. Roll call: Present – Kevin M. Baker, Gerald G. Cole, Debra E. Dupler, Lisa S. Heilner and David W. Sweigart, III.
3. Old Business: There was no old business to discuss.
4. Public Comment:

Todd Epler, owner of 670 N. Holly Street, Elizabethtown, PA 17022 was in attendance to discuss a lien that was placed on the property by the Township in April 1997, prior to him owning the property. The lien apparently was not discovered by the title company when he purchased the property in December 1997. He knew nothing about the lien until now when he is trying to sell the property. Mr. Epler is asking for the lien to be removed.

A motion was made by Gerald G. Cole and David W. Sweigart, III to remove the lien from 670 N. Holly Street, Elizabethtown, PA 17022, contingent on th Solicitor’s review and comments. All members present voted in favor of the motion.

5. Consent Calendar:
 - a. Approve and ratify the minutes of the July 19, 2021 meeting.
 - b. Accept, ratify, and confirm the Township Treasurer’s purchase of Certificates of Deposit as follows:

Fund	Amount	Where Invested	Maturity Date	Interest Rate
No Certificates of Deposit were purchased				

- c. Approve payment of all bills via Bill List #15-2021 in the amount of \$73,674.96; Bill List #16-2021 in the amount of \$91,916.80; and ratify the payment of all payrolls for the period of July 16, 2021 through August 12, 2021 inclusive, in the amount of \$53,539.56, which represents two pay periods.
 - d. Planning Commission – Resignation: Accept resignation of Richard Gates from the Planning Commission effective September 30, 2021 or until a replacement is found.

- e. PennDOT Winter Traffic Services Agreement: Authorize the Chairman or Vice Chairman of the MJT Board of Supervisors and the Mount Joy Township Manager to execute/sign the Municipal Winter Traffic Services Agreement #3900039314 with PennDOT whereby MJT Public Works Department will provide winter maintenance on: Valley View Road, from Grandview Road to Rissermill Road; and Milton Grove Road, from Cloverleaf Road to Elizabethtown Road, for the winter season of 2021-2022.
- f. Special Event – American Cancer Society – PA Hope Ride: Approve the Application for Special Events as submitted by American Cancer Society to hold the PA Hope Ride on Sunday, September 19, 2021.
- g. Old Trolley Line Park – Phase 2: Approve Restuccia Excavating, Inc. Application and Certification for Payment #3 in the amount of \$6,725.06 for Phase 2 of Old Trolley Line Park.
- h. 1001 Old Elizabethtown Road: Authorize the release of the Cash Security in the amount of \$4,000.00 to William McMichael as per the Agreement executed on August 17, 2020 for the property located at 1001 Old Elizabethtown Road, Tax Parcel #460-02861-0-0000.
- i. Messick, Neal & Kristin.: 190098-SWMP-MAJ: Approve a reduction in Escrow from its current amount of \$70,285.45 to \$9,114.05 to guarantee the proper installation of all improvements excluding public sewer and public water facilities, associated with the Messick's stormwater management plan located at 385 Greentree Road.
- j. Featherton Crossing – Phase 3; FLFP-02-2011: Approve a reduction of Letter of Credit #D006225, in its current amount of \$122,503.92 to \$32,842.50 as issued by Fulton Bank to guarantee the proper installation of all improvements, excluding public sewer and public water facilities, for the Featherton Crossing – Phase 3 land development plan located along Wigeon Way and Canvasback Lane.
- k. Raffensperger, Daniel H. & Karen E.; 21-06-PSDP: Adopt Resolution No. 11-2021 whereby the sewer planning module is approved and authorize the Township Secretary to forward the same onto the Regional Office of the PA Department of Environmental Protection for approval.

A motion was made by Debra E. Dupler and seconded by Kevin M. Baker to approve the Consent Calendar as written. All members present voted in favor of the motion.

6. Elizabethtown Public Library:

Deborah Drury, Executive Director of the Elizabethtown Public Library, was in attendance to provide an update on the library. There were 131 new card holders from Mount Joy Township last month. People are starting to return in big numbers. Ms. Drury stated they are looking to add hours but that it depends on staffing availability. The library has been at its downtown location for 20 years and the facility is starting to show its age. There are issues with the phone system and elevator. She is hoping the Township will be able to help. Ms. Drury will provide the costs for the projects once they are available.

7. Chapter 60 – Outdoor Burning:

Justin S. Evans, Township Manager/Zoning Officer, reported the proposed ordinance is restating the existing ordinance. Several definitions and required setbacks have been updated. The setback for most zoning districts will go from 10' from a structure to a 15' setback. There was a resident in attendance that asked how many complaints the Township receives. She feels there are too many ordinances and stated that people just need to talk to each other. Mr. Evans stated this is not a new ordinance and that the existing ordinance is just being made clearer.

A motion was made by David W. Sweigart, III and second by Gerald G. Cole to enact Ordinance No. 330-2021 whereby Chapter 60, Outdoor Burning, is amended to restate and amend the existing regulations. All members present voted in favor of the motion.

8. Administrative staff reports:

Mr. Evans stated a pre-construction meeting will be held tomorrow for the Mill Road Bridge. Work should begin in September with UGI relocating their line. The project is anticipated to be open during the summer of 2022.

Mr. Evans reported PennDOT has the funding for advanced warning markings and signage to be installed along SR 743 at the Conewago Trail. Advance warnings will include flashing beacons. There is no timeline on when they will be installed.

Compliments have been received on Old Trolley Line Park. The Supervisors are receiving compliments as well.

Patricia J. Bailey, Township Secretary, reminded the Board of the upcoming Grand Opening of Old Trolley Line Park which will be held on Saturday, September 18, 2021 from 11:00 a.m. to 2:00 p.m.

Kenneth Ebersole, Jr., Township Roadmaster, reported he attended a walk-through with Pennsy Supply, Inc. on the roads that were just paved, i.e., Country Squire Road, Larkspur Land and Sager Road.

Mr. Evans reported the 2nd phase of Harvest Road and Cold Spring Road will be going out to bid with awarding of the bid being done at the September meeting.

9. Supervisor reports and comments:

Mr. Cole suggested the signage for the Conewago Trail, located along Old Hershey Road, be moved to allow for more notice for the trail.

Mr. Baker asked about the status of the Cloverleaf Road. Mr. Evans has not heard anything but will check.

Ms. Dupler stated she is being asked when the landfill will be closing. Mr. Evans stated the last estimate he was given was 3 years but that all depends on the amount of tonnage that is being taken in. It will then take 5 years to cover and cap the landfill.

Mr. Sweigart stated that due to the resignation of Mr. Gates from the Planning Commission, the Board will need to find a candidate. Mr. Evans said he has talked to a resident who seems interested in the position. He will possibly be attending the next meeting.

10. Reports: *Written – on file

Administrator* – Report for August 2021 was submitted.

Code Enforcement/Rental Report* – Report for July 2021 was submitted.

EAWA* – Minutes from the July 7, 2021 and July 12, 2021 meetings were submitted.

Elizabethtown Public Library – No report was submitted.

ERSA* – Minutes from the June 8, 2021 meeting were submitted.

Elizabethtown Chamber of Commerce – No report was submitted.

Engineer – No report was submitted.

Fire Department Mount Joy – No report was submitted.

Friendship Fire & Hose Co.* – Report for July 2021 was submitted.

GEARS* – Minutes from the June 15, 2021 meeting were submitted.

Mastersonville Fire Co.* – Report for June 2021 was submitted.

Milanof-Schock Library* – Report for June 2021 was submitted.
Northwest Emergency Medical Services, Inc.* – Report for July 2021 was submitted.
Park and Recreation Board – No report was submitted.
Planning Commission* – Minutes from the June 28, 2021 meeting were submitted.
Public Works Department* – Report for August 2021 was submitted.
Regional Police Department* – Minutes from the June 22, 2021 meeting were submitted.
Rheems Fire Department Co.* – Report for July 2021 was submitted.
Sewage Enforcement Officer* – Reports for May 2021 and June 2021 were submitted.
Zoning Hearing Board* – Minutes from the June 2, 2021 meeting were submitted.
Zoning Officer* – Report for July 2021 was submitted.

11. Correspondence:

- a. PSATS News Bulletin, July 2021; re: Monthly newsletter. (E-mailed to Supervisors 08-02-2021.)
- b. Inspection Report from PaDEP, dated July 14, 2021; re: Routine inspection of Lancaster Landfill. (E-mailed to Supervisors 07-22-2021.)
- c. PSATS Township Times Magazine, dated August, 2021; re: New Requirements for Meeting Agendas effective August 29, 2021.
- d. Inspection Report from PaDEP, dated August 10, 2021; re: Routine inspection of Lancaster Landfill. (E-mailed to Supervisors 08-11-2021.)

12. Other Business:

13. A motion was made by Debra E. Dupler and seconded by David W. Sweigart, III to adjourn the meeting at 7:33 P.M. All members present voted in favor of the motion.

Respectfully Submitted,



Patricia J. Bailey
Secretary/Mount Joy Township



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8853 Elizabethtown Road, Elizabethtown, PA 17022
717.367.8917 • 717.367.9208 fax
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MEMO

Date: 8 September 2021

To: Ms. Lisa S. Heilner – Chairman/MJTBS
Mr. Kevin M. Baker – Vice-Chairman/MJTBS
Mr. David W. Sweigart, III – Supervisor/MJTBS
Mr. Gerald G. Cole – Supervisor/MJTBS
Ms. Debra E. Dupler – Supervisor/MJTBS

From: Sherri L. Minnich – Treasurer/MJT

Subject: MJT Non-Uniformed Employee Pension Plan - Calculation of 2022 Minimum Municipal Obligation.

Dear Supervisors:

Attached please find a copy of the “Calculation of 2022 Minimum Municipal Obligation” for the Mount Joy Township Non-Uniformed Employee Pension Plan.

Based upon my calculations, it appears to me that Mount Joy Township will need to pay \$ 36,931.00 to the PA Municipal Retirement System from the Township’s General Fund in 2022.

Please ensure that the 2022 Budget of Mount Joy Township includes an appropriation in the amount of at least \$ 36,931.00 for this purpose.

Should you have any questions concerning this matter, please do not hesitate to contact me.

The Minimum Municipal Obligation Worksheet (MMO)
For The
Mount Joy Township Pension Plan (36-123-5 N)
For Plan Year 2022

CHARGES

Estimated 2021 W-2 Payroll For Covered Plan Members:	(A) <u>647,928.00</u>	
PMRS Determined Normal Cost Expressed as a Decimal:	(B) <u>.1124</u>	
RESULT: (A) * (B) =		(C) <u>72,827.00</u>
Administrative Charge (PMRS Determined) # of Plan Members times \$20:		(D) <u>420.00</u>
Amortization of Unfunded Liability (PMRS Determined)		(E) <u>0.00</u>
TOTAL CHARGES: (C) + (D) + (E) =		(F) <u><u>73,287.00</u></u>

CREDITS

Repeat Estimated 2021 W-2 Payroll For Covered Plan Members:	(A) <u>647,928.00</u>	
Employee Contribution Rate Expressed as a Decimal:	(G) <u>0.03</u>	
RESULT: (A) * (G) =		(H) <u>19,438.00</u>
Amortization of the Actuarial Surplus (PMRS Determined)		(I) <u>16,918.00</u>
TOTAL CREDITS: (H) + (I) =		(J) <u><u>36,356.00</u></u>

MINIMUM MUNICIPAL OBLIGATION

(Based on 1/1/2019 Actuarial Valuation) (MMO) 36,931.00

Equals TOTAL CHARGES Minus
TOTAL CREDITS (F) - (J) = **(Please round numbers to dollars)**

Prepared By: Sherry L. Minnich (Name) Sherry L. Minnich (Signature)
Treasurer (Title) (717) 367 - 8917 (Telephone #)

Please complete the above worksheet with your best estimates and return a copy to the Pennsylvania Municipal Retirement System by October 4. The official copy must be shared with the plan's governing board by the last business day in September.



A CRH COMPANY

PENNSY SUPPLY INC
PO BOX 3331
HARRISBURG, PA 17105

Invoice No: 9035912
Invoice Date: 09/03/2021
Contract: 121207
Customer No: 156980
Terms: Net 30 Days
Due Date: 10/03/2021
Application: 1
Invoiced Period: -
Customer PO: -

To: Mt Joy Township
8853 Elizabethtown Rd
Elizabethtown, PA 17022

RECEIVED
SEP 10 2021

Page 1 of 1

MOUNT JOY TOWNSHIP

Job Name: MT JOY TWP 2021

Item	Description	Contract			Completed to Date			Current Invoice		
		Units	U/M	Unit Price	Amount	Units	Amount	%	Units	Amount
110	9.5MM SCRATCH	580.00	TON	69.00	40,020.00	510.54	35,227.26	88.02	510.54	35,227.26
120	PETROMAT	9,970.00	SY	2.35	23,429.50	9,660.00	22,701.00	96.89	9,660.00	22,701.00
130	1.5" 9.5MM	1,135.00	TON	68.00	77,180.00	1,102.49	74,969.32	97.14	1,102.49	74,969.32
		Subtotal				\$132,897.58			\$132,897.58	
		Retainage				\$13,289.76			\$13,289.76	
		Sales Tax/GRT				\$0.00			\$0.00	
						\$119,607.82				
Total Due This Invoice									\$119,607.82	
<p>A late charge of 1 1/2 % per month which is an annual percentage rate of 18% or \$2.00 whichever is greater, will be charged on all accounts not paid per the terms of the agreement.</p>										

Remit to: PENNSY SUPPLY INC
PO Box 415396
BOSTON, MA 02241-5396

Customer Name: Mt Joy Township
Customer No: 156980
Invoice Number: 9035912
Invoice Amount: 119,607.82
Contract No: 121207
Amount Remitted: _____



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www.mtjoytp.org

August 19, 2021

Mark G. Pugliese
Mount Joy Borough
21 East Main Street
Mount Joy, PA 17552

Re: 902 Grant for Compost Facility

Dear Mr. Pugliese –

Please accept this letter of support for Mount Joy Borough's 902 Grant application on behalf of the Mount Joy Township Board of Supervisors. Our municipality has been using the Borough's compost facility for the past two years to recycle the leaves and woody yard waste collected from Township residents. It is a critical component of our recycling program, which is a key deterrent to residents improperly disposing of these materials.

The machinery proposed to be purchased through the grant will improve the efficiency of the Borough's composting program. Efficiency is especially important with the Borough now accepting our municipality's recyclables as well. We appreciate your willingness to help Mount Joy Township and we fully support this application.

Sincerely,

Justin S. Evans
Township Manager/Zoning Officer
justin@mtjoytp.org

Cc: Board of Supervisors

902 grant project narrative

Mount Joy Borough has been operating the Mount Joy Borough/East Donegal Township Compost facility since its inception in 2010. A significant amount of woody waste and yard waste has been and currently is being processed into very desirable and useful compost and mulch products. Many tons of organic waste have been removed and currently is being removed from the waste stream and recycled for reuse by residents, the Borough, and Mount Joy and East Donegal Townships. In 2020 a new gate system was installed to allow residents of the Borough and East Donegal Township to access the site when it is convenient for them. Because of this new gate system, there has been an increase in residents accessing the site to drop off woody waste and yard waste. The Borough has also entered into an agreement with Mount Joy Township to receive the leaves and yard waste that is picked up by the township's contracted hauler. This increase of incoming material has caused borough staff to spend more time moving and processing the material to produce compost and mulch.

#1. Wheel Loader

A new loader with a larger light material bucket will assist in handling the material more efficiently. The new loader will also have a weighing and counting system which will improve the ability to measure and track the amount of incoming raw material and the processed material that leaves the facility via commercial sales, municipal, and resident usage. Currently the borough shares ownership of a wheel loader with the Mount Joy Borough Authority, this loader is eleven years old and nearing the end of its useful life. The borough also uses a small wheel loader that is part of the Public Works department that is housed at the public works facility which is approximately 2 miles from the compost site. The need to drive this loader on the road a significant amount of the time to work at the compost site causes a lot of wear and tear on the public works loader and is not always available when needed at the compost site due to other projects related to public works.

#2 Skid Steer Loader

A skid steer loader with a broom attachment will be utilized at the compost site for cleaning up around the site. The skid steer loader will be used for loading and moving smaller amounts of compost and mulch when a large loader is not practical. The material is placed in windrows for processing and the windrows need to be turned periodically. After this is completed, it is best to scrape or sweep excess material from the paved areas to reduce the risk of this material being carried to stormwater inlets or to the grass edges of the property and creating a sediment buildup. A skid steer loader will be much more practical for these purposes than a larger loader and will eliminate the need to bring the public works loader to the compost site.

1. Development Information

Name of Development Lancaster County Career and Tech Center
Developer Name Lancaster County Vo-Tech School Authority
Address 1730 Hans Herr Drive
Willow Street, PA 17584
Telephone # 717-653-3001
Email mdelpriore@lancasterctc.edu

2. Location of Development

a. County Lancaster
b. Municipality Mount Joy Township
c. Address or Coordinates 432 Old Market Street
Mount Joy, PA 17552
d. Tax Parcel # 461-96483-0-0000
e. USGS Quad Name Columbia West
inches up 10 over 0.5
from bottom right corner of map.
f. Located in a High Quality/Exceptional Value watershed?
Yes No

3. Type of Development Proposed (check appropriate box)

Residential Multi-Residential
Describe 2 single family residential lots subdivided from
existing parent tract
Commercial Institutional
Describe
Brownfield Site Redevelopment
Other (specify)

4. Size

a. # of lots 2 proposed # of EDUs 2
b. # of lots since 5/15/72 1
c. Development Acreage 1.50
d. Remaining Acreage 64.0

5. Sewage Flows 474 gpd

6. Proposed Sewage Disposal Method (check applicable boxes)

Sewerage System
Existing (connection only) New (extension)
Public Private
Pump Station(s)/Force Main Gravity
Name of existing system being extended
Mount Joy Borough Authority
Interceptor Name Fairview Road
Treatment Facility Name Mount Joy Borough Authority
Wastewater Treatment Plant
NPDES Permit # PA0021067

Construction of Treatment Facility
With Stream Discharge
With Land Application (not including IRSIS)
Other
Repair?
Name of waterbody where point of discharge is proposed
(if stream discharge)

Onlot Sewage Disposal Systems
Individual onlot system(s) (including IRSIS)
Community onlot system
Large-Volume onlot system

Retaining tanks
Number of Holding Tanks
Number of Privies

7. Request Sewage Facilities Planning Module forms in electronic format

8. Request for Planning Exemption

Protection of rare, endangered or threatened species
Check one:
The "PNDI Project Environmental Review Receipt" is attached.
or
A completed "PNDI Project Planning & Environmental Review Form," (PNDI Form) is attached. I request DEP staff to complete the required PNDI search for my project. I realize that my planning exemption will be considered incomplete and that the DEP processing of my planning exemption request will be delayed, until a "PNDI Project Environmental Review Receipt" and all supporting documentation from jurisdictional agencies (when necessary) is/are received by DEP.

Applicant or Consultant Initials

Plot Plan Attached Site Reports Attached

c. Onlot Disposal Systems

(1) I certify that the Official Plan shows this area as an onlot service area.

(Signature of Municipal Official) Date
Name (Print) Title

Municipality (must be same as in 2.b.)

Telephone #

(2) I certify that each lot in this subdivision has been tested and is suitable for both a primary and replacement sewage disposal system.

(Signature of SEO) Date
Name (Print) Certification #
Telephone #

(3) I certify that each lot in this subdivision is at least 1 acre in size

(Signature of Project Applicant/Agent) Date

d. Public Sewerage Service (i.e., ownership by municipality or authority)

Based upon written documentation, I certify that the facilities proposed for use have capacity and that no overload exists or is projected within 5 years. (Attach documents.)

Patricia J. Bailey 8/23/2021
(Signature of Municipal Official) Date
Patricia J. Bailey Secretary
Name (Print) Title

Mount Joy Township
Municipality (must be same as in 2.b.)

Telephone # 717-367-8917

1. Development Information

Name of Development Ersa Drive (Lots 6-9 & 14)
Developer Name Ketterline, Inc.
Address 3121 Mount Joy Road
Mount Joy, PA 17522
Telephone # 717-653-6655
Email Ketterline@aol.com

2. Location of Development

a. County Lancaster
b. Municipality Mount Joy Township
c. Address or Coordinates 261, 265, 267, 271 Ersa Drive,
Elizabethtown, PA 17022

d. Tax Parcel # 4609755300000, 4609774600000,
4609783500000, 4609703400000 (Existing Lots 6-9)

e. USGS Quad Name Elizabethtown
inches up 0.9 over 9.2
from bottom right corner of map.

f. Located in a High Quality/Exceptional Value watershed?
 Yes No

3. Type of Development Proposed (check appropriate box)

Residential Multi-Residential
Describe Revise the 4 lots at the end of the Ersa Drive cul-
de-sac (Lots 6-9) to create an additional lot (Lot 14)

Commercial Institutional
Describe _____

Brownfield Site Redevelopment
 Other (specify) _____

4. Size

a. # of lots 14 # of EDUs 14
b. # of lots since 5/15/72 N/A (Public Sewer)
c. Development Acreage 2.253
d. Remaining Acreage 0

5. Sewage Flows 5600 gpd

6. Proposed Sewage Disposal Method (check applicable boxes)

a. Sewerage System
 Existing (connection only) New (extension)
 Public Private
 Pump Station(s)/Force Main Gravity
Name of existing system being extended
N/A - sewer main was recently installed
Interceptor Name Ersa Drive
Treatment Facility Name Elizabethtown Wastewater
Treatment Plant
NPDES Permit # PA0023108

b. Construction of Treatment Facility
 With Stream Discharge
 With Land Application (not including IRSIS)
 Other
 Repair?
Name of waterbody where point of discharge is proposed
(if stream discharge)

c. Onlot Sewage Disposal Systems
(check appropriate box)
 Individual onlot system(s) (including IRSIS)
 Community onlot system
 Large-Volume onlot system

d. Retaining tanks
Number of Holding Tanks _____
Number of Privies _____

7. Request Sewage Facilities Planning Module forms in electronic format

8. Request for Planning Exemption

a. Protection of rare, endangered or threatened species
Check one:
 The "PNDI Project Environmental Review Receipt" is attached.
or
 A completed "PNDI Project Planning & Environmental Review Form," (PNDI Form) is attached. I request DEP staff to complete the required PNDI search for my project. I realize that my planning exemption will be considered incomplete and that the DEP processing of my planning exemption request will be delayed, until a "PNDI Project Environmental Review Receipt" and all supporting documentation from jurisdictional agencies (when necessary) is/are received by DEP.

Applicant or Consultant Initials _____

b. Plot Plan Attached Site Reports Attached

c. Onlot Disposal Systems

(1) I certify that the Official Plan shows this area as an onlot service area.

(Signature of Municipal Official) / Date

Name (Print) / Title

Municipality (must be same as in 2.b.)

Telephone # _____

(2) I certify that each lot in this subdivision has been tested and is suitable for both a primary and replacement sewage disposal system.

Signature of SEO / Date

Name (Print) / Certification #

Telephone # _____

(3) I certify that each lot in this subdivision is at least 1 acre in size

(Signature of Project Applicant/Agent) / Date

d. Public Sewerage Service (i.e., ownership by municipality or authority)

Based upon written documentation, I certify that the facilities proposed for use have capacity and that no overload exists or is projected within 5 years. (Attach documents.)

Patricia J. Bailey / 9/7/2021
(Signature of Municipal Official) / Date
Patricia J. Bailey Secretary
Name (Print) / Title

Mount Joy Township
Municipality (must be same as in 2.b.)

Telephone # 717-367-8917



DEP Code No.
A3-36942-384-2

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Mount Joy Townshp
(TOWNSHIP) (BOROUGH) (CITY), Lancaster COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Jon Heistand has proposed the development of a parcel of land identified as
land developer

Jon Heistand Subdivision, and described in the attached Sewage Facilities Planning Module, and
name of subdivision
proposes that such subdivision be served by: (check all that apply), sewer tap-ins, sewer extension, new treatment facility, individual onlot systems, community onlot systems, spray irrigation, retaining tanks, other, (please specify) _____

WHEREAS, Mount Joy Township finds that the subdivision described in the attached
municipality
Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (Supervisors) (Commissioners) (Councilmen) of the (Township) (Borough) (City) of Mount Joy Township hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I _____, Secretary, _____
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # _____, adopted, _____, 20_____.

Municipal Address:

Mount Joy Township

8853 Elizabethtown Road

Elizabethtown, PA 17022

Telephone (717) 367-8917

*Seal of
Governing Body*

September 14, 2021

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

Via email: Justin@mtjoytwp.org

Re: Edward and Cynthia Hughes Dwelling
Stormwater Management Plan
Township Permit No. 210079-SWMP-MAJ
LCEC Project No: 25-120



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

Dear Mr. Evans,

We have received a stormwater management plan submission from Team Ag, Inc. for the above-referenced project. The submission consisted of the following documents:

- Township comment response letter dated September 8, 2021
- Stormwater Management Plan revised September 8, 2021
- Opinion of Probable Cost dated September 13, 2021

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

Zoning

1. The number of lots which may be created from (or single-family dwellings that can be erected on) a parent tract is limited by Section 135-85.B of the Zoning Ordinance based upon the size of the original parent tract. The size of the parent tract as it existed on June 4, 1978 shall be used in determining the number of lots which may be created from the parent tract (135-85.B(3)).
 - a. On June 4, 1978, the parent tract contained approximately 22.6 acres, which limits the creation of new lots (or erection of single family dwellings) to one (1) by current ordinance standards.
 - b. The Final Plan of Lot for Charles E. and Marilyn J Zerphey of 1982, recorded in subdivision plan book J-130, pg. 147, created one (1) lot, therefore no further subdivision rights remained with either lot.
 - c. The Final Subdivision Plan for Charles H. and Marilyn J. Zerphey, recorded in subdivision plan book J-234, pg. 15, created an additional 1.1 acre lot, by way of a variance since no subdivision rights remained.
 - d. The erection of a single-family dwelling upon the undeveloped parent tract shall be counted toward the permissible development of the parent tract (113-85.B(5)).
 - e. Since no subdivision or development rights remain, a variance would need to be approved in order for the construction of the proposed single-family dwelling.

Stormwater Management Ordinance

2. The landowner shall execute the final documents prior to final plan approval (113-41.B).

3. All existing manmade features within 200 feet of the development site boundary shall be shown (113-43.1(5)). The applicant has requested a modification of this requirement.

Modification response: The plans show existing features within 200 feet of the developed area. The features that are not shown would not be affected by the project or vice versa, therefore I have no objection to this modification.

4. Financial security in the amount of \$16,542.00 shall be provided prior to final plan approval (113-60.B).

5. An operation and maintenance (O&M) agreement shall be provided (113-62).

If you should have any questions or need additional information, please do not hesitate to contact me at ben-craddock@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)
Len Spencer, Township Sewage Enforcement Officer (via email)
Randy Hoover, PE, TeamAg (via email)

Prepared by: Morgan, Hallgren, Crosswell & Kane, P.C.
700 North Duke Street, P. O. Box 4686
Lancaster, PA 17604-4686
(717) 299-5251
Return to: Same
Parcel I.D. #: 460-19287-0-0000

AMENDED AND RESTATED AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT made this ____ day of _____, 2021, by and between **LARRY C. DOMBACH, INC., d/b/a DOMBACH BUILDERS**, a Pennsylvania corporation with a mailing address of 568 Kraybill Church Road, Mount Joy, Pennsylvania 17552 (“Developer”), and **MOUNT JOY TOWNSHIP**, a municipal corporation duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal office located at 8853 Elizabethtown Road, Elizabethtown, Pennsylvania 17022 (the “Township”).

BACKGROUND

Developer is the record owner of a tract of land with frontage on Radio Road and Buckingham Boulevard identified as 741 Radio Road within Mount Joy Township, Lancaster County, Pennsylvania, by virtue of a deed recorded at Document No. 6263049 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania (the “Property”). Developer has filed with the Township the Subdivision and Land Development Plan for Radio Road prepared by David Miller/Associates, Inc., Job No. 16-108, dated July 22, 2019, recorded at Document No. 2020-0475-J (the “Plan”).

The Plan proposes to subdivide the Property into 20 lots. Lots 1 through 10, 16, and 17 will each be developed with a single family semi-detached dwelling. Lots 11-13 and 14-16 will be developed with townhouse dwelling units. Lot 19 will have an existing single family detached dwelling, and Lot 20 will contain two existing apartment buildings and two new apartment buildings containing 18 new apartment dwellings (the “Development”). The Township has enacted ordinances regulating development within the Township including, but not limited to, the Mount Joy Township Subdivision and Land Development Ordinance codified as Chapter 119 of the Code of Ordinances (“SALDO”) and the Mount Joy Township Impact Fee Ordinance codified as Chapter 125 of the Code of Ordinances (“Chapter 125”). The Township has also adopted an Official Map in accordance with Article IV of the Pennsylvania Municipalities Planning Code (“MPC”) by Ordinance No. 303-2016 which includes a map entitled Transportation Facilities

Sheet 2 dated April, 2016, which has been recorded at Document No. 2016-0201-J (the “Official Map”).

The SALDO requires that Developer make certain improvements to the street frontages of the Property which are considered on-site improvements under Article V-A of the MPC. The SALDO further requires Developer to dedicate additional right-of-way along the public street frontages of the Property. Developer has proposed making improvements to the intersection of Buckingham Boulevard and Radio Road which exceed the improvements required by the SALDO and to dedicate additional right-of-way to enable a reconfiguration of such intersection in excess of the right-of-way required by the SALDO and to pave additional areas of Radio Road (the “Additional Improvements”). Developer has requested that the Township grant Developer credit against the impact fees which Developer is required to pay under Chapter 125 for the value of the Additional Improvements.

The Township has determined that the Additional Improvements serve an overriding public interest because they will improve the existing transportation network by improving the safety of the intersection of Buckingham Boulevard and Radio Road and will provide for a continued full width overlay of Radio Road. This Amended and Restated Agreement sets forth the Additional Improvements Developer will construct and the waivers and credits under Chapter 125 that the Board of Supervisors will grant based on the overriding public interest in the completion of the additional improvements. This Amended and Restated Agreement further sets forth the credits the Township will grant in accordance with Section 125-10.4(b) of Chapter 125. This Agreement restates and amends the Agreement between Developer and the Township dated September 1, 2020, recorded at Document No. 6550948 in the Office of the Recorder of Deeds.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, 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 Amended and Restated Agreement.
2. Pursuant to Chapter 125, the Development will generate 48 new p.m. peak hour trips (“Trips”), and the impact fee is \$1,766 for each Trip, resulting in total impact fees due of \$84,768.
3. Developer will construct the Additional Improvements, including the dedication of additional right-of-way associated with the Additional Improvements as shown on Exhibit A attached hereto and incorporated herein. The Additional Improvements are further described as the dedication of additional right-of-way along the frontage of Lot 17 and Lot 18 to improve the turning radius at the intersection of Buckingham Boulevard and Radio Road; relocation of the

intersection slightly to the west of the existing intersection, and full width overlay of Radio Road from its intersection with Buckingham Boulevard to the 90 degrees turn south of Lot 16.

4. Developer has provided the Township with documentation relating to the cost to construct the Additional Improvements as shown on Exhibit A and as described in Paragraph 2. The Township Engineer has reviewed and approved such cost estimates in accordance with Section 125-10.B(2) of Chapter 125.

5. The Township and Developer agree that the Township shall credit Developer \$76,295 for the Additional Improvements. Developer agrees that Developer will seek no further credits or compensation from the Township for the dedication of the right-of-way and the installation of the Additional Improvements and that Developer remains responsible to reimburse the Township for all costs the Township incurs in connection with the Development including, but not limited to, the costs to record this Amended and Restated Agreement and inspect the Additional Improvements.

6. To the extent necessary, the Township hereby grants a waiver from the requirements of Section 125-6.E(1) of Chapter 125 to allow the credit toward the payment of impact fees to be based on the cost estimate for the installation of the Additional Improvements shown on Exhibit A and described in Paragraph 2.

7. The Township hereby grants credits in accordance with Section 125-10.B of Chapter 125 for the installation of the Additional Improvements shown on Exhibit A and described in Paragraph 2. In accordance with Section 125-10.B(1)(f)[2], the credit for impact fees shall be established as equivalent to 43 trips.

8. Developer may use the credit set forth in Paragraph 6 above at any time Developer makes an application for a permit under the Zoning Ordinance and Uniform Construction Code (“UCC”) to construct any building shown on the Plan.

9. In accordance with the MPC and Chapter 125, impact fees are payable at the time an application is made for a permit under the Zoning Ordinance and the UCC to authorize construction of a structure (the “Permit Application”). To claim credit for impact fees with each Permit Application the Developer shall identify the structure, the number of trips allocated to such structure, and the number of trips for which credit of impact fees is requested.

10. Developer waives any claims or causes of action that the provisions of this Amended and Restated Agreement are in violation or contrary to Act 209 of 1990 as amended, Article V-A of the MPC, or any other part or provision of the MPC.

11. This Amended and Restated Agreement shall be binding upon Developer and its successors and assigns and is intended to be recorded in order to give notice to any successor developer of the Property of its duties and responsibilities.

12. This Amended and Restated Agreement may be amended only by written instrument signed on behalf of Developer or any successor owner or owners of the Property and the Township.

13. Any disputes concerning this Amended and Restated Agreement shall be enforced in the Lancaster County Court of Common Pleas.

14. Upon the recording of this Amended and Restated Agreement, the Agreement between Developer and the Township dated September 1, 2020, recorded at Document No. 6550948 in the Office of the Recorder of Deeds shall have no further force or effect.

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

LARRY C. DOMBACH, INC., d/b/a
DOMBACH BUILDERS

Attest: _____

By: _____
Kenneth L. Dombach, President

MOUNT JOY TOWNSHIP
Lancaster County, Pennsylvania

Attest: _____
(Assistant) Secretary

By: _____
(Vice) Chairman
Board of Supervisors

[TOWNSHIP SEAL]

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____ day of _____, 2021, before me, a notary public, the undersigned officer, personally appeared Kenneth L. Dombach, who acknowledged himself to be the President of Larry C. Dombach, Inc., d/b/a Dombach Builders, a Pennsylvania corporation, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Executed before me the day and year aforesaid.

Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____ day of _____, 2021, before me, the undersigned officer, a notary public in and for the aforesaid Commonwealth and County, personally appeared _____, who acknowledged _____ self to be (Vice) Chairman of the Board of Supervisors of the Township of Mount Joy, Lancaster County, Pennsylvania, and that he/she, as such officer, being authorized to do so, executed the foregoing Agreement for the purposes therein contained, by signing the name of such Township by _____ self as such officer.

Executed before me the day and year aforesaid.

Notary Public

My commission expires:

September 11, 2021

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: Stormwater Management Plan
Messick's Residence (Bellaire Rd)
Security Reduction No. 1
Township Permit No. 200002-SWMP-MAJ
LCEC Project No: 25-96

Dear Mr. Evans,

Our office has performed inspections of the public improvements associated with the above-referenced plan. The following work was observed:

- Infiltration Bed 1 has been installed. The cleanouts need to be cut flush with the finished grade.
- Inlet 1 and the associated downspout leaders have been installed. Inlet 1 needs to be cut flush with the finished grade.
- Swales 1, 2 and 3 have been installed and are permanently stabilized.
- All disturbed areas have been permanently stabilized with grass.
- The street tree has not been installed.
- An as-built plan has not been submitted.

Please see the attached photo log for additional information.

Financial security was originally posted in the amount of \$28,065.75 and there have been no prior reductions. Based upon the site inspections, we have prepared the attached spreadsheet quantifying the value of the improvements that have been completed as well as the value of the improvements remaining to be completed.

In accordance with the values shown on the attached spreadsheet, I recommend that the Township release funds in the amount of \$24,172.13. The remaining balance after the current reduction will be \$3,893.62.

Sincerely,

A handwritten signature in blue ink that reads "Benjamin S. Craddock". The signature is written in a cursive, flowing style.

Benjamin S. Craddock, PE, President

LANCASTER CIVIL

cc: Patricia Bailey, Township Secretary (via email)
Sherrri Minnich, Township Treasurer (via email)
Donovan Holloway, DC Gohn (via email)
Scott Messick (via email)
Nick Henn, Impact Engineering (via email)
Jordan Metzler, Metzler Home Builders (via email)



Figure 1: Infiltration Bed # 1 has been installed (photo taken 12/09/2021)



Figure 2: The cleanouts and Inlet 1 need to be cut flush with the finished grade (09/07/2021)



Figure 3: The swales have been installed (typ.) (9/7/2021)



Figure 4: The street tree has not been installed (9/7/2021)

September 16, 2021

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: Hickory Run Properties
Security Reduction No. 2
Township Permit No. 19-12-FLDP
LCEC Project No: 25-89

Dear Mr. Evans,

Our office has performed inspections of the public improvements associated with the above-referenced plan. The following work was observed:

- Downspouts and roof leaders were installed, though concrete splash blocks were not.
- Downspouts from the rear of the eastern storage units and a single downspout from the eastern townhome building were not directed to Infiltration Bed #3, as designed.
- Asphalt wearing course and parking curb stops have been installed.
- Concrete sidewalk has been installed.
- Traffic signage and pavement markings were installed.
- The dumpster enclosure concrete slab and posts were installed, though the sides and door were not.
- The three-foot retaining walls were installed as rock boulder walls, not as versa-lok retaining walls as per the plans. The four-foot high fence shown on the plans was not installed. The two-foot retaining wall (behind the eastern storage units) was not installed.
- A portion of the landscaping trees and shrubs were installed. Three trees were dead and need to be replaced. Landscape screening shall be provided in areas where existing trees have been removed.
- Outdoor lighting was installed, though not in the locations shown on the approved lighting plans. The developer shall provide an as-built lighting plan with as-built illumination levels.
- Portions of the site have been permanently stabilized; however bare areas remain.
- Infiltration Bed #4 appears to not be functioning properly, as standing water was observed in I-A5.
- An as-built plan has not been submitted.
- A Notice of Termination shall be filed and approved by the Conservation District prior to final release of the financial security.

Please see the attached photo log for additional information.

Financial security was originally posted in the amount of \$239,169.08 and there has been one (1) prior reduction of \$125,337.25. Based upon the site inspections, I have prepared the attached spreadsheet quantifying the value of the improvements that have been completed as well as the value of the improvements remaining to be completed.

In accordance with the values shown on the attached spreadsheet, I recommend that the Township release funds in the amount of \$73,239.50. The remaining balance after the current reduction will be \$40,592.33.

Sincerely,

A handwritten signature in blue ink that reads "Benjamin S. Craddock".

Benjamin S. Craddock, PE, President

LANCASTER CIVIL

cc: Patricia Bailey, Township Secretary (via email)
Sherry Minnich, Township Treasurer (via email)
Trent DeArment (via email)
Donovan Hollway, D.C. Gohn (via email)
Todd Smeigh, P.E., D.C. Gohn (via email)



Figure 1: Downspouts were installed (typ.) (09/13/2021)



Figure 2: Downspouts discharging to grade without concrete splash blocks (typ.) (09/13/2021)



Figure 3: Downspout from eastern townhome not directed to Infiltration Bed #3 (09/13/2021)



Figure 4: Downspouts from rear of storage units not directed to Infiltration Bed #3, two foot retaining wall not installed (09/13/2021)



Figure 5: Asphalt wearing course installed in parking areas (typ.) (09/13/2021)



Figure 6: Asphalt wearing course installed for road widening (09/13/2021)



Figure 7: Concrete sidewalk and curb stops (typ.) (09/13/2021)



Figure 8: Paving markings were installed (typ.) (09/13/2021)



Figure 9: Dumpster enclosure was partially installed (09/13/2021)



Figure 10: Three-foot retaining wall, installed as rock boulders, four-foot fence not installed (09/13/2021)



Figure 11: Gap in landscape screen where existing trees were removed (typ.) (09/13/2021)



Figure 12: Dead or missing trees and shrubs shown in red (09/13/2021)



Figure 13: Lighting installed, different location than plans (typ.) (09/13/2021)



Figure 14: Swales were stabilized, except around I-A5 (typ.) (09/13/2021)



Figure 15: Portions of the site were stabilized, including some 3:1 slopes (typ.) (09/13/2021)



Figure 16: Standing water observed in I-A5 (09/13/2021)

MOUNT JOY TOWNSHIP - FINANCIAL SECURITY COST ESTIMATE



D.C. Gohn Associates, Inc													
MJTPC File #19-12-FLDP									2nd Reduction				
Engineer's Cost Estimate Date: December 10, 2019						Review Date:			9/15/2021				
Item Description	Original Escrow + Prior Change Orders				Previously Comp.		Current Approval		Complete to Date			Remaining	
	Qty.	Unit	Unit Price	Total Price	Qty.	Total Price	Qty.	Total Price	Qty.	Total Price	Percent		
Erosion & Sedimentation Control													
12" Filter Sock	417	LF	\$ 5.00	\$ 2,085.00	417	\$ 2,085.00		\$ -	417	\$ 2,085.00	100%	\$ -	
Orange Construction Fence	1,122	LF	\$ 5.00	\$ 5,610.00		\$ -	1,122	\$ 5,610.00	1,122	\$ 5,610.00	100%	-	
S75- ECM Swale Protection	450	SY	\$ 4.00	\$ 1,800.00		\$ -	400	\$ 1,600.00	400	\$ 1,600.00	89%	200.00	
S75- 3:1 Slope Matting Protection	535	SY	\$ 4.00	\$ 2,140.00		\$ -	355	\$ 1,420.00	355	\$ 1,420.00	66%	720.00	
Construction Entrance	1	EA	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00		\$ -	1	\$ 1,200.00	100%	-	
Inlet Protection	5	EA	\$ 500.00	\$ 2,500.00	5	\$ 2,500.00		\$ -	5	\$ 2,500.00	100%	-	
Rip Rap (R-3) Apron	1	EA	\$ 50.00	\$ 50.00		\$ -		\$ -	-	\$ -	0%	50.00	
Permanent Seed and Mulch	1,329	SY	\$ 0.20	\$ 265.80		\$ -	665	\$ 133.00	665	\$ 133.00	50%	132.80	
				\$ 15,650.80		\$ 5,785.00		\$ 8,763.00		\$ 14,548.00	93%	\$ 1,102.80	
Site Improvements													
1.5" PADOT Superpave Wearing	1,216	SY	\$ 9.00	\$ 10,944.00		\$ -	1,216	\$ 10,944.00	1,216	\$ 10,944.00	100%	\$ -	
4" PADOT Superpave Binder Course	1,216	SY	\$ 12.00	\$ 14,592.00	1,216	\$ 14,592.00		\$ -	1,216	\$ 14,592.00	100%	-	
8" PADOT 2A Crushed Aggregate Compacted	1,216	SY	\$ 9.00	\$ 10,944.00	1,216	\$ 10,944.00		\$ -	1,216	\$ 10,944.00	100%	-	
1.5" PADOT Superpave Wearing (Road Widening)	24	SY	\$ 9.00	\$ 216.00		\$ -	24	\$ 216.00	24	\$ 216.00	100%	-	
4" PADOT Superpave Binder Course (Road Widening)	24	SY	\$ 12.00	\$ 288.00	24	\$ 288.00		\$ -	24	\$ 288.00	100%	-	
8" PADOT 2A Crushed Aggregate Compacted (Road Widening)	24	SY	\$ 9.00	\$ 216.00	24	\$ 216.00		\$ -	24	\$ 216.00	100%	-	
Strip Topsoil/Topsoil Stockpile	2,738	CY	\$ 4.00	\$ 10,952.00	2,738	\$ 10,952.00		\$ -	2,738	\$ 10,952.00	100%	-	
Bulk Excavation	668	CY	\$ 4.00	\$ 2,672.00	535	\$ 2,140.00	133	\$ 532.00	668	\$ 2,672.00	100%	-	
4' Sidewalk	868	LF	\$ 20.00	\$ 17,360.00		\$ -	868	\$ 17,360.00	868	\$ 17,360.00	100%	-	
Vertical Curb	394	LF	\$ 16.00	\$ 6,304.00	394	\$ 6,304.00		\$ -	394	\$ 6,304.00	100%	-	
Parking Curb Stops	32	EA	\$ 200.00	\$ 6,400.00		\$ -	32	\$ 6,400.00	32	\$ 6,400.00	100%	-	
				\$ 80,888.00		\$ 45,436.00		\$ 35,452.00		\$ 80,888.00	100%	\$ -	

MOUNT JOY TOWNSHIP - FINANCIAL SECURITY COST ESTIMATE



D.C. Gohn Associates, Inc													
MJTPC File #19-12-FLDP								2nd Reduction					
Engineer's Cost Estimate Date: December 10, 2019						Review Date:		9/15/2021					
Item Description	Original Escrow + Prior Change Orders				Previously Comp.		Current Approval		Complete to Date			Remaining	
	Qty.	Unit	Unit Price	Total Price	Qty.	Total Price	Qty.	Total Price	Qty.	Total Price	Percent		
Storm Sewer													
8" PVC Roof Leaders	310	LF	\$ 25.00	\$ 7,750.00	191	\$ 4,775.00	119	\$ 2,975.00	310	\$ 7,750.00	100%	\$ -	
Downspouts	15	EA	\$ 25.00	\$ 375.00	10	\$ 250.00	2	\$ 50.00	12	\$ 300.00	80%	75.00	
Concrete Splash Blocks	15	EA	\$ 200.00	\$ 3,000.00		\$ -		\$ -	-	\$ -	0%	3,000.00	
15" HDPE	303	LF	\$ 40.00	\$ 12,120.00	303	\$ 12,120.00		\$ -	303	\$ 12,120.00	100%	-	
Manhole	3	EA	\$ 3,200.00	\$ 9,600.00	3	\$ 9,600.00		\$ -	3	\$ 9,600.00	100%	-	
2' x 2' Inlet	1	EA	\$ 500.00	\$ 500.00	1	\$ 500.00		\$ -	1	\$ 500.00	100%	-	
				\$ 33,345.00		\$ 27,245.00		\$ 3,025.00		\$ 30,270.00	91%	\$ 3,075.00	
Stone Bed													
Type M Inlet Top	4	EA	\$ 530.00	\$ 2,120.00	4	\$ 2,120.00		\$ -	4	\$ 2,120.00	100%	\$ -	
Standard Inlet Box	4	EA	\$ 1,590.00	\$ 6,360.00	4	6,360.00		-	4	6,360.00	100%	-	
AASHTO #3 Stone	828	CY	\$ 20.00	\$ 16,560.00	828	16,560.00		-	828	16,560.00	100%	-	
Geotextile	321	SY	\$ 4.00	\$ 1,284.00	321	1,284.00		-	321	1,284.00	100%	-	
Cleanouts	5	EA	\$ 500.00	\$ 2,500.00	5	2,500.00		-	5	2,500.00	100%	-	
8" PVC Stone Bed Lateral Piping	608	LF	\$ 25.00	\$ 15,200.00	608	15,200.00		-	608	15,200.00	100%	-	
				\$ 44,024.00		\$ 44,024.00		\$ -		\$ 44,024.00	100%	\$ -	
Miscellaneous													
Traffic Signage	1	EA	\$ 1,000.00	\$ 1,000.00		\$ -	1.00	\$ 1,000.00	1	\$ 1,000.00	100%	\$ -	
Dumpster Enclosure	1	EA	\$ 1,500.00	\$ 1,500.00		\$ -	0.50	\$ 750.00	1	\$ 750.00	50%	\$ 750.00	
Retaining Wall	410	SF	\$ 35.00	\$ 14,350.00		\$ -	410	\$ 14,350.00	410	\$ 14,350.00	100%	\$ -	
Pavement Markings	1	LS	\$ 1,800.00	\$ 1,800.00		\$ -	1	\$ 1,800.00	1	\$ 1,800.00	100%	\$ -	
As-Built Plans	1	EA	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -	-	\$ -	0%	3,000.00	
				\$ 21,650.00		\$ -		\$ 17,900.00		\$ 17,900.00	83%	\$ 3,750.00	
Landscaping/Lighting													
Landscaping Labor	1	EA	\$ 3,000.00	\$ 3,000.00		-	0.30	900.00	0	900.00	30%	2,100.00	
Trees	16	EA	\$ 200.00	\$ 3,200.00		-	7	1,400.00	7	1,400.00	44%	1,800.00	
Shrubs	9	EA	\$ 35.00	\$ 315.00		-	3	105.00	3	105.00	33%	210.00	
Outdoor Lighting	1	EA	\$ 5,000.00	\$ 5,000.00		-		-	-	-	0%	5,000.00	
				\$ 11,515.00		\$ -		\$ 2,405.00		\$ 2,405.00	21%	\$ 9,110.00	
Construction													
Contingency (10%)	1	LS	\$ 20,707.28	\$ 20,707.28		-		-	-	-	0%	20,707.28	
Legal / Admin / Inspection	1	LS	\$ 11,389.00	\$ 11,389.00	0.25	2,847.25	0.50	5,694.50	0.75	8,541.75	75%	2,847.25	
				\$ 32,096.28		\$ 2,847.25		\$ 5,694.50		\$ 8,541.75	27%	\$ 23,554.53	

MOUNT JOY TOWNSHIP - FINANCIAL SECURITY COST ESTIMATE



D.C. Gohn Associates, Inc																					
MJTPC File #19-12-FLDP																					
Engineer's Cost Estimate Date: December 10, 2019										Review Date:											
										2nd Reduction 9/15/2021											
Item Description	Original Escrow + Prior Change Orders				Previously Comp.		Current Approval		Complete to Date			Remaining									
	Qty.	Unit	Unit Price	Total Price	Qty.	Total Price	Qty.	Total Price	Qty.	Total Price	Percent										
Total				\$ 239,169.08		\$ 125,337.25		\$ 73,239.50		\$ 198,576.75	83%	\$ 40,592.33									
Prior Remaining Balance				\$ 113,831.83																	
Current Recommended Reduction				73,239.50																	
Remaining Balance After Current Reduction				\$ 40,592.33																	

September 16, 2021

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: Radio Road
Preliminary/Final Subdivision and Land Development Plan
Security Reduction No. 3
Township Permit No. 19-13-FLDP
LCEC Project No: 25-83

Dear Mr. Evans,

Our office has performed inspections of the public improvements associated with the above-referenced plan. The following work was observed:

- Permanent stabilization of Basin A is complete except for areas where Swale C enters the basin; however, Basin A is still in the E&S phase (i.e. no amended soils or underdrain has been installed).
- Portions of the limits of disturbance had been permanently stabilized.
- Stormwater management conveyance structures are complete, except for structures located in the proposed apartment building area (i.e. IN-1 to EW-5).
- Vertical curbing (8" reveal) is nearly complete except for areas between the proposed driveway and an existing utility pole that will be moved.
- The stone base has been installed in areas where Radio Road will be widened.

Please see the attached photo log for additional information.

Financial security was originally posted in the amount of \$773,564.55 and there has been two prior reductions of \$106,725.00. Based upon the site inspection, I have prepared the attached spreadsheet quantifying the value of the improvements that have been completed as well as the value of the improvements remaining to be completed.

In accordance with the values shown on the attached spreadsheet, I recommend that the Township release funds in the amount of \$81,807.00. The remaining balance after the current reduction will be \$585,032.55.

Sincerely,

A handwritten signature in blue ink that reads "Benjamin S. Craddock".

Benjamin S. Craddock, President

LANCASTER CIVIL

cc: Patricia Bailey, Township Secretary (via email)
Bill Swiernik, DM/A (via email)
Larry Dombach, Dombach Builders (via email)



Figure 1: Stabilization of Basin A (9/13/2021)



Figure 2: Vertical curbing and roadway subbase have been installed along Radio Road (typ.) (9/13/2021)



Figure 3: Portion of Radio Road where vertical curbing has not yet been installed (typ.) (9/13/2021)



Figure 4: Inlet 29 has been installed (typ.) (9/13/2021)



Figure 5: The pipe run from an existing inlet to IN-29 has been installed (typ.) (9/13/2021)



Figure 6: IN-9 has been installed (09/13/2021)



Figure 7: EW-12 has been installed (9/13/2021)



Figure 8: IN-13 has been installed (9/13/2021)



Figure 9: IN-18 has been installed (9/13/2021)



Figure 10: IN-17 has been installed (9/13/2021)



Figure 11: IN-19 and IN-20 have been installed (6/30/2021)



Figure 12: Portions of the site have been permanently stabilized (9/13/2021)

MOUNT JOY TOWNSHIP - FINANCIAL SECURITY COST ESTIMATE



David Miller/Associates, Inc					3rd Reduction						
MJTPC File #19-13-FLDP					9/15/2021						
Engineer's Cost Estimate Date: October 31, 2019					Review Date:						
Item Description	Qty.	Unit	Original Escrow		Previously Comp.		Current Approval		Complete to Date		Remaining
			Unit Price	Total Price	Qty.	Total Price	Qty.	Total Price	Qty.	Total Price	
Paving (On Site)											
8" 2A MOD Stone Base	2,677	SY	\$ 10.00	\$ 26,770.00	\$ -	\$ -	\$ -	\$ -	- \$ -	0%	\$ 26,770.00
4" Superpave Binder Course	2,677	SY	\$ 25.00	\$ 66,925.00	\$ -	\$ -	\$ -	\$ -	- \$ -	0%	66,925.00
1.5" Superpave Wearing Course	2,677	SY	\$ 16.50	\$ 44,170.50	\$ -	\$ -	\$ -	\$ -	- \$ -	0%	44,170.50
Driveway Paving	256	SY	\$ 30.00	\$ 7,680.00	\$ -	\$ -	\$ -	\$ -	- \$ -	0%	7,680.00
				\$ 145,545.50	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 145,545.50
Paving (Radio Road)											
8" 2A MOD Stone Base	2,225	SY	\$ 10.00	\$ 22,250.00	\$ -	2,225 \$ 22,250.00	2,225 \$ 22,250.00	2,225 \$ 22,250.00	100%	\$ -	
6" Superpave Base Course	2,225	SY	\$ 25.00	\$ 55,625.00	\$ -	\$ -	\$ -	\$ -	0%	55,625.00	
1.5" Superpave Wearing Course	2,350	SY	\$ 16.50	\$ 38,775.00	\$ -	\$ -	\$ -	\$ -	0%	38,775.00	
				\$ 116,650.00	\$ -	\$ 22,250.00	\$ 22,250.00	\$ 22,250.00	19%	\$ 94,400.00	
Curbing											
Vertical Curbing (6" Reveal)	1,411	LF	\$ 14.00	\$ 19,754.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 19,754.00	
Vertical Curbing (8" Reveal)	1,617	LF	\$ 16.00	\$ 25,872.00	\$ -	1,482 \$ 23,712.00	1,482 \$ 23,712.00	92%	2,160.00		
				\$ 45,626.00	\$ -	\$ 23,712.00	\$ 23,712.00	\$ 23,712.00	52%	\$ 21,914.00	
Sidewalk											
Sidewalks (4" THK, 4" STONE)	11,125	SF	\$ 12.00	\$ 133,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 133,500.00	
				\$ 133,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 133,500.00	
Erosion & Sediment Controls											
Temporary Riser/Basin Conversion	1	EA	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,500.00	
Stabilized Construction Entrance	4	EA	\$ 1,000.00	\$ 4,000.00	1 \$ 1,000.00	\$ -	1 \$ 1,000.00	25%	\$ 3,000.00		
Inlet Sediment Catches	1	EA	\$ 75.00	\$ 75.00	\$ -	1 \$ 75.00	1 \$ 75.00	100%	\$ -		
Swale Lining (S75BN)	8,600	SY	\$ 5.00	\$ 43,000.00	3,850 \$ 19,250.00	\$ -	3,850 \$ 19,250.00	45%	\$ 23,750.00		
Swale Lining (S1509BN)	350	SY	\$ 8.50	\$ 2,975.00	\$ -	\$ -	\$ -	0%	\$ 2,975.00		
Temporary Seeding/Mulching	1	LS	\$ 7,500.00	\$ 7,500.00	0.05 \$ 375.00	\$ -	0.05 \$ 375.00	5%	\$ 7,125.00		
Filtersock	350	LF	\$ 5.00	\$ 1,750.00	350 \$ 1,750.00	\$ -	350 \$ 1,750.00	100%	\$ -		

MOUNT JOY TOWNSHIP - FINANCIAL SECURITY COST ESTIMATE



David Miller/Associates, Inc					3rd Reduction							
MJTPC File #19-13-FLDP					Review Date: 9/15/2021							
Engineer's Cost Estimate Date: October 31, 2019												
Item Description	Qty.	Unit	Original Escrow		Previously Comp.		Current Approval		Complete to Date			Remaining
			Unit Price	Total Price	Qty.	Total Price	Qty.	Total Price	Qty.	Total Price	Percent	
Topsoil Stockpile	2	EA	\$ 2,550.00	\$ 5,100.00	2	\$ 5,100.00		\$ -	2	\$ 5,100.00	100%	\$ -
Super Silt Fence Baffle	192	LF	\$ 10.00	\$ 1,920.00		\$ -		\$ -	-	\$ -	0%	\$ 1,920.00
Landscaping				\$ 67,820.00		\$ 27,475.00		\$ 75.00		\$ 27,550.00	41%	\$ 40,270.00
Street Tree	37	EA	\$ 300.00	\$ 11,100.00		-		-	-	-	0%	11,100.00
Street Light	7	EA	\$ 1,500.00	\$ 10,500.00		-		-	-	-	0%	10,500.00
Evergreen Tree (Buffer)	74	EA	\$ 225.00	\$ 16,650.00		-		-	-	-	0%	16,650.00
				\$ 38,250.00		\$ -		\$ -		\$ -	0%	\$ 38,250.00
Miscellaneous												
Corner Marker (Iron Pin)	48	EA	\$ 45.00	\$ 2,160.00		-		-	-	-	0%	2,160.00
Corner Marker (Concrete Monument)	9	EA	\$ 125.00	\$ 1,125.00		-		-	-	-	0%	1,125.00
Record Plans (As Builts)	1	EA	\$ 3,500.00	\$ 3,500.00		-		-	-	-	0%	3,500.00
Line Striping	1	LS	\$ 4,000.00	\$ 4,000.00		-		-	-	-	0%	4,000.00
Signage	1	LS	\$ 2,500.00	\$ 2,500.00		-		-	-	-	0%	2,500.00
				\$ 13,285.00		\$ -		\$ -		\$ -	0%	\$ 13,285.00
Stormwater Management												
Basin A	1	LS	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00		\$ -	1	\$ 8,000.00	100%	\$ -
15" SLCPP	1,692	LF	\$ 28.00	\$ 47,376.00	861	\$ 24,108.00	583	\$ 16,324.00	1,444	\$ 40,432.00	85%	\$ 6,944.00
18" SLCPP	404	LF	\$ 32.00	\$ 12,928.00	388	\$ 12,416.00	16	\$ 512.00	404	\$ 12,928.00	100%	\$ -
30" SLCPP	12	LF	\$ 52.00	\$ 624.00		\$ -	12	\$ 624.00	12	\$ 624.00	100%	\$ -
2'x2' Yard Inlet	1	EA	\$ 750.00	\$ 750.00		\$ -		\$ -	-	\$ -	0%	\$ 750.00
Type "M" Inlet	6	EA	\$ 1,750.00	\$ 10,500.00		\$ -	4	\$ 7,000.00	4	\$ 7,000.00	67%	\$ 3,500.00
Type "C" Inlet	10	EA	\$ 1,750.00	\$ 17,500.00	7.00	\$ 12,250.00	3	\$ 5,250.00	10	\$ 17,500.00	100%	\$ -
Storm Manholes	4	EA	\$ 2,000.00	\$ 8,000.00	2	\$ 4,000.00	1	\$ 2,000.00	3	\$ 6,000.00	75%	\$ 2,000.00
DW Endwalls	6	EA	\$ 1,750.00	\$ 10,500.00	4	\$ 7,000.00	1	\$ 1,750.00	5	\$ 8,750.00	83%	\$ 1,750.00
Rip Rap	1	LS	\$ 2,500.00	\$ 2,500.00		\$ -	0.70	\$ 1,750.00	1	\$ 1,750.00	70%	\$ 750.00
Permanent Site Stabilization	10	AC	\$ 1,200.00	\$ 12,000.00	1.70	\$ 2,040.00	0.30	\$ 360.00	2.00	\$ 2,400.00	20%	\$ 9,600.00
Basin Grading	1	LS	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00		\$ -	1	\$ 4,500.00	100%	\$ -
Basin Clay Core	1	LS	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00		\$ -	1	\$ 2,000.00	100%	\$ -
Basin Underdrain	725	LF	\$ 2.00	\$ 1,450.00		\$ -		\$ -	-	\$ -	0%	\$ 1,450.00
Basin Outlet Structure	1	EA	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00		\$ -	1	\$ 2,000.00	100%	\$ -
Basin Discharge Pipe	18	LF	\$ 52.00	\$ 936.00	18	\$ 936.00		\$ -	18	\$ 936.00	100%	\$ -
Basin Stabilization	1	LS	\$ 1,000.00	\$ 1,000.00		\$ -	0.2	\$ 200.00	0	\$ 200.00	20%	\$ 800.00
				\$ 142,564.00		\$ 79,250.00		\$ 35,770.00		\$ 115,020.00	81%	\$ 27,544.00

MOUNT JOY TOWNSHIP - FINANCIAL SECURITY COST ESTIMATE



David Miller/Associates, Inc													
MJTPC File #19-13-FLDP								3rd Reduction					
Engineer's Cost Estimate Date: October 31, 2019								Review Date:	9/15/2021				
Item Description	Qty.	Unit	Original Escrow		Previously Comp.		Current Approval		Complete to Date			Remaining	
			Unit Price	Total Price	Qty.	Total Price	Qty.	Total Price	Qty.	Total Price	Percent		
Subtotal				\$ 703,240.50		\$ 106,725.00		\$ 81,807.00		\$ 188,532.00	27%	\$ 514,708.50	
10% Contingency				\$ 70,324.05		-		-	0%	-	0%	70,324.05	
Total				\$ 773,564.55		\$ 106,725.00		\$ 81,807.00		\$ 188,532.00	24%	\$ 585,032.55	
Prior Remaining Balance				\$ 666,839.55									
Current Recommended Reduction				81,807.00									
Remaining Balance After Current Reduction				\$ 585,032.55									

Letter of Credit No. 132447723

Dated: September 15, 2021

Board of Supervisors
Mount Joy Township
8853 Elizabethtown Road
Elizabethtown, PA 17022

Dear Members of the Board:

We hereby issue our amended and restated irrevocable Letter of Credit in favor of the Township of Mount Joy, Lancaster County, Pennsylvania (the "**Township**") for any sum or sums not exceeding \$773,564.55 for the account of Larry C. Dombach, Inc. (hereinafter called "**Developer**"). This Letter of Credit pertains to the plan of "Morris Run Development." This amended and restated Letter of Credit replaces and supersedes, but does not extinguish the indebtedness under Letter of Credit dated December 15, 2020, which indebtedness shall be transferred hereto and evidenced hereby.

Intending to be legally bound, we hereby agree:

1. That demands, in an aggregate amount not exceeding \$773,564.55 accompanied by a document in the form attached hereto and marked Exhibit X (executed by the Chairman or Vice Chairman of the Board of Supervisors), shall be duly honored if presented to us, at our office at 1869 Charter Lane, Suite 301, Lancaster, PA 17605, in person or by a recognized overnight delivery service provider on or before December 15, 2021 (such date hereinafter referred to as the "**expiration date**").

2. 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 Township in writing, by certified mail, addressed to the Township at 8853 Elizabethtown Road, Elizabethtown, PA 17022, that we elect not to renew this Letter of Credit.

3. That for each yearly period that this Letter of Credit is automatically extended beyond December 15, 2021, the amount of this Letter of Credit shall be increased by an additional \$77,356.46 or ten (10%) percent of the outstanding balance, whichever is less, but such increases shall not exceed a total of more than \$154,712.92 in the aggregate in any event.

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 Township.

Except as otherwise provided herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP"). As to matters not covered by the UCP and to the extent not inconsistent with the UCP, this Letter of Credit shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, including the Pennsylvania Uniform Commercial Code.

In the event of any disputes, we submit to the jurisdiction of the Court of Common Pleas in and for the County of Lancaster, Pennsylvania.

Upon presentation to us of the certificate attached hereto as Annex A appropriately completed and signed by the Chairman or Vice Chairman of the Board of Supervisors of the Township, the amount available under this Letter of Credit shall be irrevocably reduced as authorized in such certificate.

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

Sincerely,

UNIVEST BANK AND TRUST CO,

By: _____

Name:

Title:

EXHIBIT X

TO: Uninvest Bank and Trust Co.

We hereby demand payment to Township of Mount Joy, Lancaster County, Pennsylvania (the "Township"), of the sum of \$_____, and certify that this demand is made because of the failure of Larry C Dombach, Inc. to complete and in order to enable us to complete, to our satisfaction, streets, curbs, sidewalks, storm water management facilities, erosion and sedimentation control facilities, landscaping, and/or other improvements, and/or to perform any other work, and/or to pay any engineering, legal, plan review and inspection fees, and/or to make any payments or capital contributions to the Township in accordance with plan approvals or contractual agreements between the Township and Larry C. Dombach, Inc., in connection with the development known as "Morris Rund Development", and/or because of the receipt by the Township of notice that this Letter of Credit will not be renewed and Larry C. Dombach, Inc. has not completed all improvements, paid all engineering, legal, plan review and inspection fees, and made all capital contributions.

TOWNSHIP OF MOUNT JOY

By: _____
(Vice) Chairman
Board of Supervisors

ANNEX A

Authorization for Reduction

Univest Bank and Trust Co.
1869 Charter Lane, Suite 301
Lancaster, PA 17605

RE: Letter of Credit No. _____

To Whom it May Concern:

The undersigned hereby certifies on behalf of the Township of Mount Joy, Lancaster County, Pennsylvania (the "**Township**"), that a portion of the work for "Morris Run Development" has been completed by Larry C. Dombach, Inc. to the satisfaction of the Township.

In recognition of the satisfactory completion of this portion of the work, the Township hereby agrees to the reduction of Letter of Credit No. _____ by \$_____. The balance available under the Letter of Credit after such reduction is \$_____.

This authorization to reduce the amount of the Letter of Credit should not be construed as final acceptance of the work or a waiver of the Township's right to obtain and enforce a maintenance guarantee upon the completion of the work.

TOWNSHIP OF MOUNT JOY

By: _____
(Vice) Chairman
Board of Supervisors



MOUNT JOY TOWNSHIP

• Lancaster County, Pennsylvania •

8853 Elizabethtown Road, Elizabethtown, PA 17022
717.367.8917 • 717.367.9208 fax
www.mtjoytwp.org

TO: Board of Supervisors

FROM: Justin S. Evans, Township Manager

COPY: Sherri Minnich, Township Treasurer

DATE: September 15, 2021

RE: Release of Impact Fee Letter of Credit for Rheems Retail Center (File #2016-03-FLDP)

I recommend release of Letter of Credit #8305012687 issued by Northwest Bank, which is being held by the Township for payment of traffic impact fees related to the Final Land Development Plan for Rheems Retail Center. Payment was received on August 17, 2021 for 71 p.m. peak hour trips (\$125,386.00), as specified by the Impact Fee Calculation and Payment Agreement.

Prepared by: Morgan, Hallgren, Crosswell & Kane, P.C.
700 North Duke Street, P. O. Box 4686
Lancaster, PA 17604-4686
(717) 299-5251
Return to: Same
Parcel I.D. #: 460-08785-0-0000

**STORM WATER MANAGEMENT AGREEMENT
AND DECLARATION OF EASEMENT**

THIS AGREEMENT AND DECLARATION OF EASEMENT made this 19th day of August, 2021, by and between **SALVATORE BELLIA**, adult individual with a mailing address of 223 Colebrook Road, Elizabethtown, Pennsylvania 17522 (hereinafter collectively referred to as the “Grantor”), and **MOUNT JOY TOWNSHIP**, Lancaster County, Pennsylvania, a municipal corporation duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal office located at 8853 Elizabethtown Road, Elizabethtown, Pennsylvania (the “Township”).

BACKGROUND

Grantor is the owner of premises located on the east side of Spring Road identified as 927 Spring Road within Mount Joy Township, Lancaster County, Pennsylvania, as more specifically described in a deed recorded at Document No. 6608090 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania (the “Premises”), and as shown on the Stormwater Management Site Plan 927 Spring Road Elizabethtown prepared by eNvalue Engineering, LLC, Project No. 21-214-KET, dated June 14, 2021, last revised _____, 2021

Prior to beginning construction on any subdivision or land development or Regulated Activity, Grantor is required, under the Mount Joy Township Subdivision and Land Development Ordinance and the Mount Joy Township Storm Water Management Ordinance (collectively referred to as the “Ordinance”), to file a plan with the Mount Joy Township Planning Commission or Enforcement Officer, as applicable. Pursuant to the Ordinance, Grantor must include storm water management data in its subdivision and/or land development application. The Ordinance requires that Grantor’s plan reflect and/or be accompanied with supporting documentation which identifies the ownership of, and the method of administering and maintaining, all permanent storm water management facilities. Drainage courses, swales, grassed waterways, storm water inlets, pipes, conduits, detention basins, retention basins, infiltration structures, and other storm water management facilities, including Best Management Practices facilities (“BMPs”), shall be included under the term “storm water management facilities” in this Agreement and Declaration of Easement.

The purpose of this Agreement and Declaration of Easement is to describe the ownership and maintenance responsibilities for the storm water management facilities which will be installed

on the Premises and to impose the ownership and maintenance responsibilities upon Grantor, its successors and assigns and upon successor owners of the Premises, and set forth the rights of the Township.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of its Plan from the Township, and in consideration of receiving permits from the Township to develop the Premises, Grantor, for Grantor and the successors and assigns of Grantor, covenants and declares as follows:

1. The storm water management facilities will be owned by Grantor, its successors and assigns.

2. All drainage courses, swales, storm water inlets, pipes, conduits, detention basins BMPs, and other storm water management facilities shall be installed, constructed and maintained by Grantor, its successors and assigns, in a first-class condition in conformance with the approved Plan, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County, and in a manner sufficient to meet or exceed the performance standards and specifications set forth on the approved Plan, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds. These responsibilities shall include, but not be limited to, the following:

a. Liming, fertilizing, seeding and mulching of vegetated channels and all other unstablized soils or areas according to the specifications in the "Erosion and Sediment Pollution Control Manual" published by the Pennsylvania Department of Environmental Protection, the Penn State Agronomy Guide, or such similar accepted standard.

b. Reestablishment of vegetation by seeding and mulching or sodding of scoured areas or areas where vegetation has not been successfully established.

c. Mowing as necessary to maintain adequate stands of grass and to control weeds. Chemical weed control may be used if federal, state and local laws and regulations are met. Selection of seed mixtures shall be subject to approval by the Township.

d. Removal of silt from all permanent structures which trap silt or sediment in order to keep the material from building up in grass waterways, pipes, detention or retention basins, infiltration structures, BMPs, and/or other facilities and thus reducing their capacity.

e. Removal of silt from all permanent drainage structures, in particular BMPs, in order to maintain the design storage volumes. Regular programs shall be established and maintained.

f. Regular inspection of the areas in question to assure proper maintenance and care, including but not limited to proper implementation of BMPs. Grantor shall conduct

a visual inspection of all storm water management facilities at least twice each year after runoff events of greater than 0.8 inches and shall confirm that runoff drains down within the design parameters. Such visual examination shall at least involve an examination of the stormwater collection and conveyance facilities for debris deposition (such debris may include, but shall not be limited to, aggregate material, leaves, grass clippings, soil and trash) and an examination of the storm water management facilities for soil and structural settlement, depressions, seeps, cracking, animal burrows, excessive vegetation and erosion. Grantor shall have the infiltration bed inspected annually by a qualified individual. In the event that the infiltration bed fails to drain completely within 72 hours after the end of a rain event, Grantor shall contact the design engineer and the Township and shall make the appropriate repair or replacement of the infiltration facility.

g. Regular maintenance to ensure that all pipes, downspouts, swales and detention facilities shall be kept free of any debris or other obstruction. Grantor shall clean out any silt, solids or leaves from the debris trap in the yard drain whenever debris depth is three inches or greater and shall periodically clean out drainage inlet, rain gutters, downspouts, roof drains, cleanouts and debris filters on the downspouts. Grantor shall periodically clean out silt, solids or leaves from the swale and, if failure or erosion of any swale takes place, Grantor shall immediately stabilize said area and return the swale to its original design condition.

h. Regular maintenance of all facilities designed to improve water quality to ensure that such facilities function in accordance with their design.

i. Repair of any subsidence, including subsidence caused by sinkholes.

j. Removal of trash and debris on a regular basis.

k. Grantor shall have amended soil areas annually inspected by a qualified individual to insure no overcompaction of amended soils areas have occurred. Grantor shall aerate areas of amended soils annually. No impervious surfaces may be placed or installed on any area of amended soils.

Grantor, his personal representatives, heirs, successors and assigns, shall be responsible for performing the foregoing maintenance.

3. Grantor, his personal representatives, heirs, successors and assigns, shall be responsible for maintaining records of all inspections of and maintenance to BMPs and other storm water management facilities. Grantor, his personal representatives, heirs, successors and assigns, shall be responsible to prepare all annual BMP and post construction storm water management facility reports detailing the actual inspection and maintenance activities performed which are required by the terms of any NPDES permit or other state or federal regulation or requirement and submit such reports to the Township on or before March 31 of each calendar year, detailing the inspection and

maintenance activities performed in the prior calendar year, together with any fee which the Township may impose for the review and processing of such report. It is the responsibility of Grantor to inform successor owners of the Premises or any portion of the Premises of this reporting requirement. The failure to submit an annual report is a violation of this Agreement. The Township may prepare any required report and recover all costs required to prepare such report from the then-owner of the Premises or portion of the Premises, plus a penalty of ten (10%) percent of such costs and may file a municipal claim to secure payment of such costs.

4. Grantor, for himself, his personal representatives, heirs, successors and assigns, agrees that the failure to maintain all drainage courses, swales, storm water inlets, pipes, conduits, detention basins, BMPs, and other storm water management facilities in a first-class condition in conformance with this Agreement and approved Plan, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County, shall constitute a nuisance and shall be abatable by the Township as such.

5. Grantor, for himself and his personal representatives, heirs, successors and assigns, authorizes the Township, at any time and from time to time, by its authorized representatives, to enter upon the Premises to inspect the storm water management facilities.

6. The Township may require that Grantor, his personal representatives, heirs, successors and assigns or any future owner or occupier of the Premises or any part thereof, take such corrective measures as the Township may deem reasonably necessary to bring the Premises into compliance with this Agreement and with the approved Plan, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County.

7. Upon the failure of the owner or occupier of the Premises or any part thereof to comply with the terms of this Storm Water Management Agreement or to take corrective measures following reasonable notice from the Township, the Township, through its authorized representatives, may take such corrective measures as it deems reasonably necessary to bring the Premises into compliance with this Agreement and with the approved Plan, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County, including, but not limited to, the removal of any blockage or obstruction from drainage pipes, swales, detention basins, and BMPs, and may charge the cost thereof to Grantor, his heirs, personal representatives, successors and assigns, or any owner of the Premises or any part thereof and, in default of such payment, may cause a municipal lien to be imposed upon the Premises or any part thereof. Any municipal lien filed pursuant to this Agreement shall be in the amount of all costs incurred by the Township, plus a penalty of ten (10%) of such costs, plus the Township's reasonable attorneys' fees.

8. The storm water management facilities proposed by the Plan allow for 5,636 square feet

of impervious surface coverage. Any proposal to add additional impervious surface coverage in excess of 5,636 square feet will require the submission of a storm water management plan meeting all requirements of applicable regulations in effect at the time such application is filed.

9. Grantor hereby imposes upon the Premises for the benefit of all present and future owners of the Premises or part of the Premises, the Township, and all other property owners affected by the storm water management facilities, the perpetual right, privilege and easement for the draining of storm water in and through the drainage courses, swales, storm water inlets, pipes, conduits, detention basins, BMPs, and other storm water management facilities depicted on the Plan or plans hereafter made of record and now or hereafter installed on or constructed upon the Premises and, in addition, easements of access to the storm water management facilities.

10. Grantor agrees to indemnify the Township and all of its elected and appointed officials, agents and employees (hereafter collectively the "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or damage, including attorneys' fees and costs of investigation and defense, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the design, installation, construction or maintenance of the storm water management facilities.

11. Grantor's personal liability under this Agreement shall cease at such time as (a) all storm water management facilities have been constructed in accordance with the specifications of the Ordinance and the approved plans; (b) the storm water management facilities have been inspected and approved by the Township Engineer; (c) all financial security, including any maintenance security, posted by Grantor has been released by the Township; and (d) Grantor has transferred the Premises to third parties. Notwithstanding the foregoing, Grantor's personal liability shall continue for any violations of this Agreement which occurred during the time that Grantor owned the Premises or any portion of the Premises or in the event the storm water management facilities were not completed, inspected or approved as set forth in (a) through (c) herein.

12. It is the intent of the parties to this Agreement that personal liability and maintenance obligations shall pass to subsequent title owners upon change in ownership of the Premises or any portion of the Premises, and such subsequent owners shall assume all personal liability and maintenance obligations for the time period during which they hold title. Personal liability shall remain for any violations of this Agreement and Declaration of Easement which occurred during the period in which an owner held title.

13. The Township may, in addition to the remedies prescribed herein, proceed with any action at law or in equity to bring about compliance with the Township Storm Water Management Ordinance, the Township Subdivision and Land Development Ordinance and this Agreement.

14. This Agreement and Declaration of Easement shall be binding upon the Grantor, the

personal representatives, heirs, successors and assigns of Grantor, and all present and future owners of the Premises or any part thereof and is intended to be recorded in order to give notice to future owners of the Premises of their duties and responsibilities with respect to the storm water management facilities. Grantor shall include a specific reference to this Agreement in any deed of conveyance for the Premises or any part thereof.

15. This Agreement and Declaration of Easement may be amended only by written instrument signed on behalf of all owners of the Premises and the Township.

16. When the sense so requires, words of any gender used in this Agreement and Declaration of Easement shall be held to include any other gender, and the words in the singular number shall be held to include the plural, and vice versa.

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Declaration to be executed on the day and year first above written.

Witness:

Paulette K Shumate Salvatore Bellia
Salvatore Bellia

MOUNT JOY TOWNSHIP
Lancaster County, Pennsylvania

Attest: _____
(Assistant) Secretary

By: _____
(Vice) Chairman
Board of Supervisors

[TOWNSHIP SEAL]

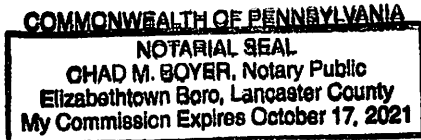
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this 19 day of August, 2021, before me, the subscriber, a notary public in and for the aforesaid Commonwealth and County, came the above-named Salvatore Bellia, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be his act and deed and desired the same to be recorded as such.

Executed before me the day and year aforesaid.

Notary Public *CHAD M. BOYER*

My commission expires: 10/17/2021



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____ day of _____, 2021, before me, the undersigned officer, a notary public in and for the aforesaid Commonwealth and County, personally appeared _____ who acknowledged ___self to be (Vice) Chairman of the Board of Supervisors of Mount Joy Township, Lancaster County, Pennsylvania, and that he/she, as such officer, being authorized to do so, executed the foregoing Storm Water Management Agreement and Declaration of Easement, for the purposes therein contained, by signing the name of such Township by ___self as such officer.

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

Notary Public

My commission expires:

JOINDER BY MORTGAGEE

Northwest Bank ("Mortgagee"), as holder of a certain mortgage on the premises of Salvatore Bellia within Mount Joy Township, Lancaster County, Pennsylvania, described in the Deed recorded at Document No. 6608090 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, in the amount of \$429,165, dated June 7, 2021, and recorded June 7, 2021, at Document No. 6608091 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, as well as any other mortgages which Mortgagee may now or hereafter hold on the Premises (all such mortgages hereinafter collectively referred to as the "Mortgages"), joins in, consents to, and expressly approves the grant of easements and other rights and privileges described in the attached Storm Water Management Agreement and Declaration of Easement (the "Agreement").

The Mortgagee, for itself, its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the Premises at a sale in foreclosure of the Mortgages or otherwise), hereby covenants and agrees that the rights and privileges herein granted with respect to the Premises shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by the Mortgagee, its successors and assigns, as a result of any default under the Mortgages or the debt instruments that such Mortgages secure. Mortgagee by consenting to the Agreement shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Agreement, including but not limited to construction, maintenance, inspection or indemnification.

IN WITNESS WHEREOF, Mortgagee hereby joins in the execution of the Agreement as of this 24 day of August, 2021.

NORTHWEST BANK

ATTEST:

By: Shawn R. Revard

By: [Signature]

Name: Timothy D. Holman Jr.

Title: Vice President, Mortgage Banking

State of Ohio
~~COMMONWEALTH OF PENNSYLVANIA~~)
COUNTY OF Franklin)

SS:

On this, the 24th day of August, 2021, before me, a notary public, the undersigned officer, personally appeared Timothy D Holman Jr, who acknowledged his self to be the VicePres Mortgage Banking of Northwest Bank, a corporation, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained, by signing the name of the corporation by his self as Timothy D Holman Jr.

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

Regina J Barger
Notary Public

My Commission Expires: Sept 14, 2025



Prepared by: Morgan, Hallgren, Crosswell & Kane, P.C.
700 North Duke Street, P. O. Box 4686
Lancaster, PA 17604-4686
(717) 299-5251
Return to: Same
Parcel I.D. #: 460-08785-0-0000

AGREEMENT PROVIDING FOR GRANT OF CONSERVATION EASEMENT

THIS AGREEMENT PROVIDING FOR GRANT OF CONSERVATION EASEMENT made as of this 19th day of August, 2021, by and between **SALVATORE BELLIA**, adult individual with a mailing address of 223 Colebrook Road, Elizabethtown, Pennsylvania 17522 (hereinafter referred to as the Grantor”), and **MOUNT JOY TOWNSHIP**, Lancaster County, Pennsylvania, a municipal corporation duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal office located at 8853 Elizabethtown Road, Elizabethtown, Pennsylvania 17022 (hereinafter referred to as the “Township”).

BACKGROUND

Grantor is the owner of premises on the east side of Spring Road identified as 927 Spring Road within Mount Joy Township, Lancaster County, Pennsylvania, as more specifically described in a deed recorded at Document No. 6608090 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania (the “Premises”), and as shown on the Stormwater Management Site Plan 927 Spring Road Elizabethtown prepared by eNvalue Engineering, LLC, Project No. 21-214-KET, dated June 14, 2021, last revised _____, 2021 (the “Plan”).

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of the Plan from the Township Board of Supervisors, and in consideration of receiving permits from the Township to develop the Premises, Grantor, for Grantor and his personal representatives, heirs, successors and assigns, covenants and declares as follows:

1. Grantor grants and conveys to the Township an easement upon, over and within that area identified as “wetlands”, including the 25 feet buffer surrounding the wetlands, located at the northwest corner of the Premises as shown Sheet 2 of the Plan (the “Conservation Easement”) for the maintenance, preservation and conservation of that portion of the Premises in their natural state.

2. The Conservation Easement shall be permanently maintained in its natural state. No permanent or temporary buildings or structures or vehicles, including but not limited to utility

sheds, swimming pools, tennis courts, swings, sliding boards, portable recreational equipment, tents, campers, signs or mobile homes, may be placed or stored within the Conservation Easement. Grantor, for himself, his personal representatives, heirs, successors and assigns, agrees that the Township may deny issuance of building permits, zoning permits, or any other permits or approvals required by applicable Township ordinances and regulations for the erection, installation or placement of such buildings, structures or vehicles.

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

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

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

6. Grantor, his personal representatives, heirs, successors and assigns, shall maintain the Conservation Easement in accordance with all requirements of this Agreement.

7. If vegetation within the Conservation Easement is damaged or destroyed by any person, the Township shall have the right after 30 days written notice to take all steps which it deems reasonably necessary to restore the Conservation Easement for its intended purpose and may institute appropriate legal or equitable action to recover the monies necessary to restore the Conservation Easement for its intended purpose. The Township may cause a municipal lien to be imposed upon the Premises or any part thereof. Any municipal lien filed pursuant to this Agreement shall be in the amount of all costs incurred by the Township, plus a penalty of ten (10%) of such costs, plus the Township's reasonable attorneys' fees.

8. All plants named as noxious weeds by the Controlled Plant and Noxious Weed Act of the Commonwealth of Pennsylvania or so declared by action of the Pennsylvania Department of Agriculture, the Pennsylvania Department of Conservation and Natural Resources or the Township shall be removed from the Conservation Easement by the Grantor, his personal representatives, heirs, successors and assigns. The Grantor, his personal representatives, heirs, successors and assigns, shall be responsible for the removal of all such plants named as noxious weeds from the Conservation Easement following written notification from the Pennsylvania Department of Agriculture, the Pennsylvania Department of Conservation and Natural Resources or the Township. If the Grantor, his personal representatives, heirs, successors and assigns, fails or refuses to remove the noxious weeds within the 30-day period specified in the notification, the Township shall have the right to enter upon the Conservation Easement, remove such noxious weeds, and recover its costs as set forth in Paragraph 7 above.

9. The Township, its successors and assigns, shall have the right to enforce these restrictions by injunction and other appropriate proceedings. The Township shall also have the right to enter upon the Conservation Easement upon 30 days' written notice to remove any planting, building, structure or item placed within the Conservation Easement, to restore the Conservation Easement to its natural grade, or to take any other measure necessary to enforce these restrictions at the cost and expense of the Grantor and to recover its costs and expenses as set forth in Paragraph 7 above.

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

11. If circumstances arise in the future such as to render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

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

13. Grantor, his personal representatives, heirs, successors and assigns, shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the fee simple ownership of the Conservation Easement, including the maintenance of adequate comprehensive general liability insurance coverage and the payment, as and when due, of all real estate taxes.

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

15. If any provision of this Agreement, or the application thereof to any person or

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

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

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

Witness:

Paulette K Shumate

Salvatore Bellia
Salvatore Bellia

TOWNSHIP OF MOUNT JOY
Lancaster County, Pennsylvania

Attest: _____
(Assistant) Secretary


By: _____
(Vice) Chairman
Board of Supervisors

[TOWNSHIP SEAL]

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

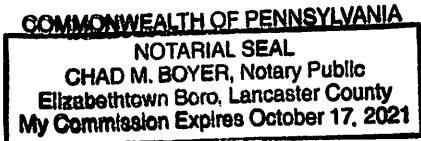
On this 19 day of August, 2021, before me, the subscriber, a notary public in and for the aforesaid Commonwealth and County, came the above-named Salvatore Bellia, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be his act and deed and desired the same to be recorded as such.

Executed before me the day and year aforesaid.



Notary Public *CHAD M. BOYER*

My commission expires: 10/17/2021



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____ day of _____, 2021, before me, the undersigned officer, a notary public in and for the aforesaid Commonwealth and County, personally appeared _____ who acknowledged ___self to be (Vice) Chairman of the Board of Supervisors of Mount Joy Township, Lancaster County, Pennsylvania, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of such Township by ___self as such officer.

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

Notary Public

My commission expires:

JOINDER BY MORTGAGEE

Northwest Bank ("Mortgagee"), as holder of a certain mortgage on the premises of Salvatore Bellia within Mount Joy Township, Lancaster County, Pennsylvania, described in the Deed recorded at Document No. 6608090 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, in the amount of \$429,165, dated June 7, 2021, and recorded June 7, 2021, at Document No. 6608091 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, as well as any other mortgages which Mortgagee may now or hereafter hold on the Premises (all such mortgages hereinafter collectively referred to as the "Mortgages"), joins in, consents to, and expressly approves the grant of easements and other rights and privileges described in the attached Agreement Providing for Grant of Conservation Easement (the "Agreement").

The Mortgagee, for itself, its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the Premises at a sale in foreclosure of the Mortgages or otherwise), hereby covenants and agrees that the rights and privileges herein granted with respect to the Premises shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by the Mortgagee, its successors and assigns, as a result of any default under the Mortgages or the debt instruments that such Mortgages secure. Mortgagee by consenting to the Agreement shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Agreement, including but not limited to construction, maintenance, inspection or indemnification.

IN WITNESS WHEREOF, Mortgagee hereby joins in the execution of the Agreement as of this 24 day of August, 2021.

NORTHWEST BANK

ATTEST:

By: Shawn R. Rowland By: [Signature]

Name: Timothy D. Holman Jr.

Title: Vice President, Mortgage Banking

State of Ohio
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Franklin)

SS:

On this, the 24th day of August, 2021, before me, a notary public, the undersigned officer, personally appeared Timothy D Holman Jr., who acknowledged his self to be the Vice Pres Mortgage Banking of Northwest Bank, a corporation, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained, by signing the name of the corporation by his self as Timothy D Holman Jr.

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

Regina J Barger
Notary Public

My Commission Expires: Sept. 14, 2025



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

**PETITION TO AMEND THE ZONING ORDINANCE AND ZONING MAP
PURSUANT TO THE ZONING ORDINANCE OF MOUNT JOY TOWNSHIP**

RE-ZONING PETITION

Pursuant to Section 135-391 of the zoning ordinance, the property owner, Petra Arzberger, respectfully petitions the Board of Supervisors of Mount Joy Township to amend the zoning ordinance and the zoning map.

The subject property is located at 611 Campus Road, Elizabethtown, PA 17022. The property contains an existing driveway and building. The subject property is bounded by Campus Road to the west, the existing solar field owned by Elizabethtown College to the south and east, and existing residential properties to the north. The area proposed for re-zoning is approximately 2.06 acres which is shown on the attached Exhibit B.

The subject property is identified as Lancaster County Tax Account Number 460-16065-0-0000 and Deed Reference #6626067 and listed as Petra Arzberger. The property is currently located in the IN Institutional Zoning District in accordance with the zoning ordinance and the zoning map of Mount Joy Township.

The existing subject property was rezoned from R-2 Medium Density Residential to IN Institutional in 2015 as provided by Ordinance 293-2015. In addition to the subject property, the existing adjacent property owned by Elizabethtown College (701 Campus Road) which contains the solar field and adjacent properties along Campus Road were also rezoned from R-2 Medium Density Residential to IN Institutional (777 Campus Road, 923 Campus Road, and 933 Campus Road) by the same ordinance.

The municipal boundary line of Elizabethtown Borough and Mount Joy Township is along Campus Road. The properties located across the street from the subject property in Elizabethtown Borough are in the INS Institutional District which is the primary campus of Elizabethtown College.

Petra Arzberger requests that the subject property be re-zoned from IN Institutional to R-2 Medium Density Residential.

Petra Arzberger believes it is appropriate to re-zone the subject property to R-2 Medium Density Residential based on the previous zoning of R-2 Medium Density Residential in 2015. In addition, the adjacent residential properties to the north are within the R-2 Medium Density Residential and the re-zoning request is a natural extension of the existing R-2 Medium Density Residential. The subject property is located within an area that contains uses within the R-2 Medium Density Residential and the rezoning of the property would permit the redevelopment of the property. The rezoning of the property will have no adverse impact on the adjoining properties.

The Northwest Regional Comprehensive Plan supports the development of residential properties within Mount Joy Township. The Lancaster County Comprehensive Plan identifies the properties inside of the Urban Growth Area.

The legal description for the subject property to be re-zoned is attached as Exhibit 'A' and the re-zoning site plan exhibit is attached as Exhibit 'B' to this petition. Petra Arzberger shall reimburse Mount Joy Township for any additional attorney, engineering, or advertising costs in excess of the filing fee of this petition.

Therefore, Petra Arzberger requests that the subject property described in Exhibit 'A' and as shown on Exhibit 'B' be re-zoned from IN Institutional to R-2 Medium Density Residential district and the text of the zoning ordinance be amended.

Respectfully Submitted,

Petra Arzberger

By: PETRA ARZBERGER /
Print Name/Title OWNER

Petra Arzberger
Signature

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

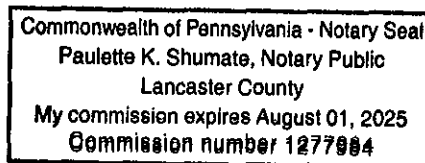
Before me, a Notary Public in and for the county and State aforesaid, personally appeared **Petra Arzberger** who being duly sworn according to law, disposes and says that the facts set forth in the foregoing Petition are true and correct to the best of her knowledge and belief.

Petra Arzberger

Commonwealth of Pennsylvania
County of Lancaster

Sworn and subscribed)
before me this 8th)
day of September, 2021)

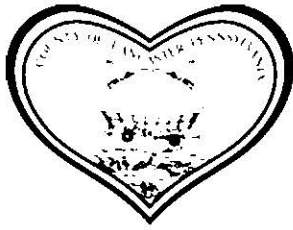
Paulette K. Shumate)
Notary Public



My Commission Expires: 08/01/2025

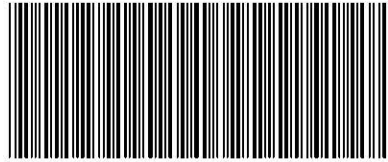
Lancaster County

Ann M. Hess
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 6626067

RECORDED DATE: 08/20/2021 10:57:59 AM



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LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 4

Document Type: DEED**Transaction Reference:** eSecureFile : 12812046**Document Reference:****Transaction #:** 4012694 - 1 Doc(s)**Document Page Count:** 3**Operator Id:** hhair**RETURN TO: (Simplifile)**

E-Town Transfer Co - UPPER MOUNT JOY TOWNSHIP
 222 South Market Street, Suite 201
 Elizabethtown, PA 17022
 (717) 367-1370

SUBMITTED BY:

E-Town Transfer Co - UPPER MOUNT JOY TOWNSHIP
 222 South Market Street, Suite 201
 Elizabethtown, PA 17022

*** PROPERTY DATA:**

Parcel ID #: 460-16065-0-0000

Municipality: UPPER MOUNT JOY TOWNSHIP
 (100%)

School District: ELIZABETHTOWN AREA SD

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: DEED	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
AFF HSG #6557	\$11.50
PA SURCHARGE #6548	\$40.25
STATE RTT	\$2,300.00
UPPER MOUNT JOY TOWNSHIP	\$1,150.00
ELIZABETHTOWN AREA SD	\$1,150.00
Total:	\$4,670.25

INSTRUMENT # : 6626067

RECORDED DATE: 08/20/2021 10:57:59 AM

I hereby CERTIFY that this document is
 recorded in the Recorder of Deeds Office in
 Lancaster County, Pennsylvania.



Ann M. Hess
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

TOWNSHIP OF MOUNT JOY
Lancaster County, Pennsylvania

ORDINANCE NO. 293-2015

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE TOWNSHIP OF MOUNT JOY, CHAPTER 135, ZONING, TO REVISE ZONING DISTRICT TITLES AND PURPOSE STATEMENTS TO IMPLEMENT THE REGIONAL STRATEGIC PLAN; TO ADD AND REVISE DEFINITIONS; TO REVISE PERMITTED USES AND AREA AND BULK REGULATIONS IN VARIOUS DISTRICTS; TO PROVIDE REGULATIONS PERTAINING TO HEALTH CARE VILLAGES; TO REVISE GENERAL REGULATIONS; AND TO CHANGE THE ZONING CLASSIFICATION OF VARIOUS PROPERTIES.

WHEREAS, the Board of Supervisors adopted the Regional Strategic Plan for Elizabethtown Borough and the Townships of Conoy, Mount Joy, and West Donegal (the "Regional Plan") by Resolution 6-2010 on April 29, 2010; and

WHEREAS, the Regional Plan identifies a project titled "Zoning Lexicon" to provide for consistency in the terminology and provisions with the zoning ordinances of the region's four municipalities; and

WHEREAS, a committee comprising staff members from Elizabethtown Borough, Mount Joy Township and West Donegal Township completed a review of the zoning ordinances and prepared a recommended Zoning Lexicon comprising consistent terminology for zoning district titles and purposes; and

WHEREAS, the Elizabethtown Area Regional Authority ("EARA") reviewed and recommended the proposed Zoning Lexicon for adoption on April 22, 2014; and

WHEREAS, a Petition has been filed with the Board of Supervisors by Elizabethtown College requesting a change in the zoning classification of five tracts of land from a current classification of R-2 Medium-Density Residential to IN Institutional.

BE AND IT IS HEREBY ORDAINED AND ENACTED by the Board of Supervisors of the Township of Mount Joy, Lancaster County, Pennsylvania, as follows:

Section 1. The Code of Ordinances of the Township of Mount Joy, Chapter 135, Zoning, shall be amended by changing the title of the Conservation-Residential District (CR) to Open Space and Conservation District (OS). All references to the Conservation-Residential

Section 58. The Code of Ordinances of the Township of Mount Joy, Chapter 135, Zoning, Article VI, Zoning Districts, §135-52, Zoning Map, is hereby amended by changing the zoning classification of the following tracts of land from Medium-Density Residential (R-2) to Institutional (IN):

Lancaster County Tax

Account No.	Address	Record Owner
460-20658-0-0000	Spring Road	Elizabethtown College
460-16065-0-0000	611 Campus Road	Elizabethtown College
460-63688-0-0000	777 Campus Road	Elizabethtown College
460-78177-0-0000	923 Campus Road	Elizabethtown College
460-95914-0-0000	933 Campus Road	Elizabethtown College

Section 59. The Code of Ordinances of the Township of Mount Joy, Chapter 135, Zoning, Article VI, Zoning Districts, §135-52, Zoning Map, is hereby amended by changing the titles of zoning districts as indicated in Sections 1 through 3 of this ordinance. This change is merely a change in the title and does not constitute a rezoning of the any properties in the affected districts.

Section 60. A copy of the Mount Joy Township Zoning Map showing the properties identified in Sections 57 through 61 with their new zoning classifications is attached hereto as Exhibit A incorporated herein, and is hereby declared to be the new Mount Joy Township Official Zoning Map.

Section 61. All other sections, parts and provisions of the Code of Ordinances of the Township of Mount Joy shall remain in full force and effect as previously enacted and amended.

Section 62. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such invalidity, illegality or unconstitutionality shall not affect or impair the remaining provisions, sections, sentences, clauses or parts of this Ordinance, it being the intent of the Board of Supervisors that the remainder of the Ordinance shall be and shall remain in full force and effect.

Section 63. This ordinance shall become effective five (5) days after enactment by the Board of Supervisors of the Township of Mount Joy as provided by law.

DULY ORDAINED AND ENACTED this 16th day of March, 2015, by the Board of Supervisors of the Township of Mount Joy, Lancaster County, Pennsylvania, in the lawful session duly assembled.

TOWNSHIP OF MOUNT JOY
Lancaster County, Pennsylvania

Attest: Patricia J. Bailey
(Assistant) Secretary

By: Gerald Cole
(Vice) Chairman
Board of Supervisors



EXHIBIT 'A'
LEGAL DESCRIPTION
of
611 CAMPUS RD
REZONING
in
Mount Joy Township
Lancaster County, Pennsylvania

ALL THAT CERTAIN tract of land lying on the northeast side of Campus Road, approximately 660 feet southeast of Bear Creek Road, in Mount Joy Township, County of Lancaster, Commonwealth of Pennsylvania, as shown on a Rezoning Site Plan Exhibit for 611 Campus Road, prepared by D.C. Gohn Associates, Inc., Drawing No. CG-1282B, dated September 13, 2021, being more particularly described as follows:

From a **POINT OF BEGINNING** at the southwest corner of land, now or formerly, of Marshall L. And Patricia A. Nowak, as described in Deed Book 4310, Page 325, said point lying on the northeast side of Campus Road; thence run along the southerly line thereof, and along lands, now or formerly, of Paul F. and Janet Adair Chalecki, David B. Case and Sharon J. Martin, Jordan and Svetlana Smith, and Dennis J. and Louise V. Longenecker, North 62 degrees 35 minutes 34 seconds East, a distance of 500.18 feet, more or less, to a point on the south line of said land, now or formerly, of Dennis J. and Louise V. Longenecker, being the northwesterly corner of land, now or formerly, of Elizabethtown College, as described in Deed Instrument #6223244; thence run along the west line of said land, South 27 degrees 24 minutes 26 seconds East, a distance of 200.00 feet, more or less, to another corner of the same land; thence continue along said land, run South 53 degrees 53 minutes 40 seconds West, a distance of 297.00 feet, more or less, to a point on the northeast side of aforementioned Campus Road; thence run along said road, North 67 degrees 33 minutes 20 seconds West, a distance of 320.41 feet , more or less, to the **POINT OF BEGINNING**.

ABOVE DESCRIBED LAND CONTAINING an area of 2.06 acres, more or less.

TOWNSHIP OF MOUNT JOY

Lancaster County, Pennsylvania

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF MOUNT JOY TOWNSHIP, CHAPTER 116, STREETS AND SIDEWALKS, TO ADD A NEW ARTICLE VI, SMALL WIRELESS FACILITIES DEPLOYMENT.

BE AND IT IS HEREBY ORDAINED AND ENACTED by the Board of Supervisors of the Township of Mount Joy, Lancaster County, Pennsylvania, as follows:

Section 1. The Code of Ordinances of Mount Joy Township, Chapter 116, Streets and Sidewalks, shall be amended by adding a new Article VI, Small Wireless Facilities Deployment, which shall provide as follows:

Article VI

Small Wireless Facilities Deployment

§116-71. Short Title.

This Article shall be known and may be cited as The Mount Joy Township Small Wireless Facilities and Use of Public Street Right-of-Way Ordinance.

§116-72. Legislative Intent.

The Board of Supervisors enacts this Article to govern use of public street rights-of-way and municipal poles in accordance with and as limited by Act 50 2021, The Small Wireless Facilities Deployment Act. The Board of Supervisors recognizes the limitations of the Act on its powers and desires to regulate the public street rights-of-way and municipal poles to the maximum extent allowed by such Act. The Board of Supervisors further desires to limit, to the extent legally permissible, conflicts with other uses of the public street rights-of-way.

§116-73. Word Usage and Definitions.

- A. Word usage. In interpreting this Article, the singular shall include the plural, and the masculine shall include the feminine and the neuter.
- B. Definitions. All words and phrases not otherwise defined herein shall have the meanings set forth in Section 2 of the Act.

ACT – The Small Wireless Facilities Deployment Act, the Act of June 30, 2021, P. L. _____, No. 50, 53 P.S. §11704.1 et seq., and as may be amended in the future.

ADA – The federal Americans with Disabilities Act, as amended, and all regulations adopted to implement such statute.

BOARD OF SUPERVISORS – The governing body of the Township.

CODE ENFORCEMENT OFFICER – The person designated by the Board of Supervisors to administer this Article.

FCC – The Federal Communications Commission or any agency successor thereto.

ONE CALL – The Pennsylvania One Call Act, the Act of December 10, 1974, P. L. 852, as amended, 73 P.S. §176 et seq., and all regulations adopted to implement such statute.

TOWNSHIP – The Township of Mount Joy, Lancaster County, Pennsylvania.

UCC – The Pennsylvania Uniform Construction Code, as adopted and administered by this Township.

§116-74. Permit Application Requirements.

All persons who desire to install a small wireless facility within a right-of-way, whether by co-location or by the installation of a new utility pole, shall file an application in writing for a permit with the Code Enforcement Officer. In order to be considered a complete application, such application must include all of the following:

- A. A written application form identifying in detail the name of the applicant and contact information for the applicant and the name and contact information of the person who prepared the application and whether applicant proposes erection of a new utility pole or co-location on an existing utility pole.
- B. Precise location of all portions of the proposed small wireless facility, including pole mounted and ground mounted small wireless facility components.
- C. Identity of the owner of the utility pole if the Applicant proposes co-location on an existing utility pole.
- D. A report by a qualified engineering expert which shows that the small wireless facility will comply with all applicable FCC regulations. The report must identify the person who prepared the report and his or her qualifications.
- E. Construction drawings and supplemental information demonstrating compliance with Section 3 of the Act, the UCC (including as applicable a complete UCC permit application) and this Article.
- F. Plan showing the proposed small wireless facility installation sealed by a professional engineer which shall contain a certification that after installation of the facility any

sidewalk, curb, or curb cuts which may be impacted will comply with the ADA after installation of the small wireless facility. The plan shall meet all of the following requirements and include all of the following information:

1. Existing right-of-way width, sidewalk, curbing, and cartway with sufficient information to demonstrate that the small wireless facility will be located completely within the existing public street right-of-way and will not interfere with the safe operation of traffic control equipment, sight lines, or clear zones for vehicles or pedestrians.
 2. Location of all storm water management facilities within the public street right-of-way including swales, inlets, rain gardens, and pipes, with sufficient information to demonstrate that the small wireless facility will be located and installed in a manner that will not interfere with existing storm water management facilities.
 3. Location of all utility facilities within the public street right-of-way including but not limited to public water and sewer facilities, including all hydrants and manholes with sufficient information to demonstrate that the small wireless facility will be located and installed in a manner that will not interfere with existing utility facilities.
 4. Location of any driveway, mailbox, or utility serving the abutting property.
- G. Where the application proposes co-location on an existing utility pole which is not a municipal pole, written permission from the owner of the existing utility pole.
- H. Where the application proposes installation of a new utility pole, a self-certification that the applicant has determined in good faith that it cannot meet its service reliability and functional objectives of the application by co-locating on an existing utility pole or municipal pole. This self-certification shall include documentation of the basis of the determination which shall identify all existing utility poles and municipal poles in the vicinity and why they are not suitable.
- I. Where a new pole or excavation for any reason is proposed, an application for a street opening permit meeting all requirements of Article I of this Chapter with street opening permit fee and evidence of compliance with One Call.
- J. The fee established by this Article.

§116-75. Time and Manner of Submission of Applications.

All applications shall be submitted to the Township office on a day that the Township office is open to the public and during hours that the office is open to the public. Applications received within one hour of close of business shall be considered filed on the next day that the Township office is open for business.

§116-76. Consideration of Application and Issuance of Permit.

The Code Enforcement Officer shall review the application for completion within the time periods

required by the Act and, if incomplete, shall notify the applicant in accordance with the Act. The Code Enforcement Officer shall review and act upon the application in accordance with the Act.

- A. If the application meets all requirements of the Act and this Article, the Code Enforcement Officer shall issue a permit to authorize installation of the small wireless facility and an invoice for the right-of-way fee for the small wireless facility.
- B. The proposed collocation, the modification or replacement of a utility pole or the installation of a new utility pole with small wireless facilities attached for which a permit is granted under this Article shall be completed within one year of the permit issuance date.
- C. Subject to the permit requirements and the wireless provider's right to terminate at any time, the permit shall grant the wireless provider authorization to operate and maintain small wireless facilities and any associated equipment on the utility pole covered by the permit for a period of five years, which shall be renewed for two additional five-year periods if the permit holder is in compliance with the criteria set forth in this Article and the Act and the permit holder has obtained all necessary consent from the utility pole owner.

§116-77. Design Standards for Small Wireless Communications Facilities.

All small wireless facilities to be installed and maintained within the right-of-way shall meet all of the following requirements:

- A. The small wireless facility and all associated equipment shall meet the size limits and height limits of the Act.
- B. The small wireless facility shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, or to otherwise create safety hazards to pedestrians and/or motorists or to otherwise inconvenience public use of the right-of-way. This shall include, but not be limited to, any interference with compliance with the ADA.
- C. A new pole shall not be located within 10 feet of an existing driveway or street intersection. A new pole shall not be located within any storm water management facility including, but not limited to, any swale or rain garden. A new pole shall not be located within 18 inches of the face of the curb.
- D. All equipment of the small wireless facility which is mounted on a pole shall have a clearance of not less than 18 feet if located over a cartway and not less than 10 feet if not located over a cartway.
- E. Ground-mounted accessory equipment, walls, or landscaping shall not be located within any storm water management facility including, but not limited to, any swale or rain garden or within 18 inches of the face of the curb.
- F. A new pole or ground mounted accessory equipment, walls or landscaping shall not be located an easement extending onto the lot adjoining the right-of-way without the written

permission of the easement holder.

- G. Ground-mounted accessory equipment that cannot be placed underground shall be screened, to the fullest extent possible, through the use of landscaping or other decorative features. Any required electrical meter cabinets shall be screened to blend in with the surrounding area. Ground-mounted accessory equipment shall not interfere with access to any driveway or mailbox.
- H. All underground facilities shall be designed and installed in a manner which will not require the removal or relocation of any storm water management facility or underground utility.

§116-78. Maintenance of Small Wireless Facilities.

The wireless provider shall maintain the small wireless facility in a manner that meets or exceeds all of the design standards of this Article and all standards of the UCC. If the small wireless facility is the only facility on a pole, the wireless provider shall maintain the pole in accordance with this Article and all applicable requirements. The wireless provider shall remove any graffiti on the small wireless facility, including but not limited to ground-mount accessory equipment, within 30 days after notice from the Township to do so.

§116-79. Damage to Existing Facilities and Indemnification.

- A. A wireless provider shall repair all damage to the right-of-way or any other land so disturbed, directly caused by the activities of the wireless provider or the wireless provider's contractors, including installation of the small wireless facility or the failure to properly maintain the small wireless facility, and return the right-of-way in as good of condition as it existed prior to any work being done in the right-of-way by the wireless provider or damage resulting from the failure to maintain the small wireless facility. If the wireless provider fails to make the repairs required by the Township within 30 days after written notice, the Township may perform those repairs and charge the wireless provider the reasonable, documented cost of the repairs plus a penalty of \$500. The wireless provider who has failed to make the required repairs shall not be eligible to receive a new permit from the Township until the wireless provider has paid the amount assessed for the repair costs and the assessed penalty or deposited the amount assessed for the repair costs and the assessed penalty in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.
- B. A wireless provider shall fully indemnify and hold the Township and its officers, employees and agents harmless against any claims, lawsuits, judgments, costs, liens, expenses or fees or any other damages caused by the act, error or omission of the wireless provider or its officers, agents, employees, directors, contractors or subcontractors while installing, repairing or maintaining small wireless facilities or utility poles within the right-of-way.

§116-80. Annual Right-of-Way Fee.

In accordance with Section 3(c) of the Act, the Township hereby imposes an annual fee for the use of right-of-way in the amount of \$270 per small wireless facility or \$270 per new utility pole with a small wireless facility. The annual fee shall become effective beginning on January 1, 2022, and shall be imposed for each calendar year or portion thereof during which a small wireless facility is located in a right-of-way. The owner of each small wireless facility installed within the Township shall be responsible to pay such right-of-way fee whether or not such provider receives an invoice from the Township. The fee will be due by January 31 of the calendar year for the calendar year to which the fee relates.

- A. The failure to pay the annual right-of-way fee shall be a violation of this Article and shall be subject to the penalties and remedies in this Article.
- B. If the annual right-of-way fee is not paid in full by January 31 of the calendar year, a penalty of ten (10%) percent of the annual fee shall be added. If the annual fee plus penalty is not paid in full by March 31 of the calendar year, interest at the rate of one (1%) percent per month shall continue until the annual right-of-way fee, penalty, and interest are paid in full.
- C. The annual fee shall be adjusted upward by resolution of the Board of Supervisors if authorized by Section 7(c) of the Act.
- D. The owner of each small wireless facility installed within a right-of-way on the effective date of this Article shall provide the Township with a report identifying each existing small wireless facility identifying the location of such small wireless facility, the dimensions of such small wireless facility, and the date of installation of the small wireless facility. This report shall include the name and contact information for the owner of the small wireless facilities, including the address to send invoices for the annual right-of-way fee and any notices under this Article.
- E. The owner of each small wireless facility shall provide the Township with up-to-date contact information. If ownership of a small wireless facility changes, the new owner of the small wireless facility shall provide notice and new contact information to the Township within 30 days.

§116-81. Application Fees.

An applicant for a permit to install a small wireless facility shall include the following fees with its application:

- A. For an application seeking approval for between one and five co-located small wireless facilities: \$500.
- B. For an application seeking approval of more than five co-located small wireless facilities: \$500 plus \$100 for each co-located small wireless facility beyond five.
- C. For an application seeking approval of a small wireless facility that requires the installation

of a new or replacement utility pole: \$1,000.

- D. The fees established by this Section shall be adjusted upward by resolution of the Board of Supervisors if authorized by Section 7(c) of the Act.

§116-82. Removal of Small Wireless Facilities from Right-of-Way.

- A. Within 60 days of suspension or revocation of a permit due to noncompliance with this article or the Act, the permit holder shall remove the small wireless facility and any associated equipment, including the utility pole and any support structures if the permit holder's wireless facilities and associated equipment are the only facilities on the utility pole, after receiving adequate notice and an opportunity to cure any noncompliance.
- B. Within 90 days of the end of a permit term or an extension of the permit term, the permit holder shall remove the small wireless facility and any associated equipment, including the utility pole and any support structures if the permit holder's wireless facilities and associated equipment are the only facilities on the utility pole.
- C. A wireless provider which elects to discontinue the use of a small wireless facility shall notify the Township in writing not less than 45 days prior to the discontinuance of use of the small wireless facility, which notice shall specify when and how the wireless provider will remove the small wireless facility and, if applicable, the pole. The wireless provider shall complete the removal within 45 days of the discontinuance of the use of the small wireless facility. A permit issued under this Article for a small wireless facility which is voluntarily removed shall expire upon the removal of the small wireless facility.

§116-83. Violations and Penalties.

- A. Violations. It shall be a violation of this Article to do or permit the following:
 - 1. To install a small wireless facility prior to obtaining the permit required by this Article.
 - 2. To install a small wireless facility in a manner other than that authorized by the permit.
 - 3. To place any false or misleading information on an application including, but not limited to, incorrectly identifying the right-of-way width, the identity of the owner of a utility pole, the precise location of the utility pole, or the size and location of any proposed or existing equipment.
 - 4. To fail to make any payment required by this Article or to make a payment by a means which is later dishonored.
 - 5. To violate any other provision of this Article.
- B. Penalties. Any person who violates or permits the violation of any provision of this Article

shall be liable upon summary conviction therefor to fines and penalties of not less than \$100.00 nor more than \$1,000.00 plus all costs of prosecution, including attorneys' fees, which costs, fines, and penalties may be collected as provided by law. Each day that a violation continues and each Section of this Article which is violated constitutes a separate violation.

Section 2. All other sections, parts and provisions of the Code of Ordinances of the Township of Mount Joy shall remain in full force and effect as previously enacted and amended.

Section 3. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such invalidity, illegality or unconstitutionality shall not affect or impair the remaining provisions, sections, sentences, clauses or parts of this Ordinance, it being the intent of the Board of Supervisors that the remainder of the Ordinance shall be and shall remain in full force and effect.

Section 4. This Ordinance shall take effect and be in force five (5) days after its enactment by the Board of Supervisors of the Township of Mount Joy as provided by law.

DULY ORDAINED AND ENACTED this ____ day of _____, 2021, by the Board of Supervisors of the Township of Mount Joy, Lancaster County, Pennsylvania, in lawful session duly assembled.

TOWNSHIP OF MOUNT JOY
Lancaster County, Pennsylvania

Attest: _____
(Assistant) Secretary

By: _____
(Vice) Chairman
Board of Supervisors

[TOWNSHIP SEAL]

LAW OFFICES
MORGAN, HALLGREN, CROSSWELL & KANE, P.C.

GEORGE J. MORGAN
WILLIAM C. CROSSWELL
ANTHONY P. SCHIMANECK
JOSELE CLEARY
ROBERT E. SISKO
JASON M. HESS

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LANCASTER, PENNSYLVANIA 17604-4686
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RETIRED
CARL R. HALLGREN
MICHAEL P. KANE
700 NORTH DUKE STREET
TELEPHONE 299-5251
AREA CODE 717
FAX (717) 299-6170
E-MAIL: attorneys@mhck.com

August 11, 2021

To: Morgan, Hallgren, Crosswell & Kane, P.C. Municipal Clients

From: Josele Cleary

Re: Act 50 of 2021, The Small Wireless Facilities Deployment Act

The Governor signed House Bill 1621, The Small Wireless Facilities Deployment Act, into law as Act 50 of 2021 on June 30, 2021. Act 50 becomes effective on August 29, 2021, and it requires action within 60 days of August 29, 2021. The purpose of this Memorandum is to provide you with information on Act 50 and a recommendation of steps to take. While this Memorandum will provide a general recommendation, each municipality will have to have a tailored ordinance to address, where applicable, existing regulations governing public street rights-of-way and zoning ordinance provisions.

Whether or not a municipality enacts an ordinance under Act 50, the municipality is bound by Act 50. Act 50 strips municipalities of many powers, and its provisions which purport to give municipalities some control over wireless facilities within public street rights-of-way are vague at best and in some instances contradictory. A municipality may as well enact an ordinance to avail itself of what little the Legislature has allowed, such as the right-of-way fee discussed below.

Act 50 regulates what it defines as a “small wireless facility” which includes antennas, each of which can be up to three cubic feet, and up to 28 cubic feet of additional ground-mounted or pole-mounted equipment. A wireless service provider (a “Provider”) under by Act 50 includes both wireless carriers such as Verizon and additional entities such as Crown Castle which provide services to those entities. Providers are given the absolute right to install their facilities within public street rights-of-way. See Act 50 §3(d). Act 50 also defines the term “right-of-way” to be broader than a public street right-of-way. A “right-of-way” for the purposes of small wireless facilities includes the “area on, below or above a public roadway, highway, street, sidewalk, alley, *utility easement* or similar property. The term does not include a Federal interstate highway.” A municipality which operates water or sewer systems or which has storm water management easements may be faced with a Provider seeking to install facilities within a utility easement.

The Provider can install its facilities on an existing utility pole as long as it does not extend more than five feet above the existing pole or it can install a new pole. Act 50 §3(e). A new pole and wireless facility are not supposed to be taller than 50 feet but the Provider has the right to obtain a variance. Act 50 §3(e)(2).

The provision concerning waivers from the height requirement is one of those where Act 50 appears to grant municipalities protection but in reality does not do so. The variance request is

to be “processed subject to applicable codes.” Act 50 §3(e)(2). The term “applicable codes” is defined to be a uniform code adopted by a recognized national organization “enacted solely to address imminent threats of destruction of property or injury to persons” (the Legislature apparently was unaware of the Uniform Construction Code because it did not reference the Uniform Construction Code in its definition of “applicable codes”) or local ordinances “that comply with this act.” Act 50 allows a municipality to “develop objective design guidelines ... regarding the minimization of aesthetic impact” but only if they do “not have the effect of prohibiting the wireless provider’s technology.” Act 50 §3(h). In order to deny a height waiver, a municipality would have to demonstrate either that the increased height will violate an International Building Code requirement or have an enacted ordinance and be able to refute a claim by the Provider that the height is necessary for its technology to function.

Act 50 also demonstrates that the Legislature is unfamiliar with the Pennsylvania Municipalities Planning Code (“MPC”) and holdings of the courts regarding zoning. Act 50 prohibits municipalities from making applications for facilities within rights-of-way “subject to discretionary zoning review, including conditional use or special exception requirements.” Act 50 §4(b). Zoning approvals, including special exceptions and conditional use applications, are not discretionary. Nevertheless, because Act 50 states that such facilities must be allowed in all areas of the municipality and cannot be special exceptions or conditional uses, I strongly recommend that municipalities enact separate police power ordinances to regulate small wireless facilities in rights-of-way rather than include provisions in zoning ordinances. Municipalities will not have to go through the MPC mandated review by the County Planning Commission and municipal planning commission and so will have more flexibility in enacting an ordinance before October 29, 2021.

Act 50 has also removed additional municipal control over municipal-owned facilities. Act 50 defines the term “municipal pole” as a “utility pole owned, managed or operated by or on behalf of a municipality.” It defines a “utility pole” to include any structure used for “lighting, traffic control, signage or a similar function” and specifically “includes the vertical support structure for traffic lights.” While municipal officials may believe their municipality does not own utility poles, as the term is defined in Act 50 every traffic signal and every streetlight is a “municipal pole”.

Section 5 of Act 50 expressly requires that each municipality “shall allow co-location on municipal poles using the process required under this act and applicable codes unless the small wireless facility would cause structural or safety deficiencies to the municipal pole, in which case the municipality and applicant shall work together for any make-ready work or modifications or replacements that are needed to accommodate the small wireless facility.” The only limitation on this mandate that municipalities must allow Providers to use municipally-owned poles is that the wireless communications facilities must not “obstruct nor hinder travel or public safety within the right-of-way.” Not only does a municipality have to allow a Provider to put facilities on its streetlights or traffic signals, if the streetlight or traffic signal is not structurally able to support the facility, the municipality must change the facility at the Provider’s expense. In addition, the municipality “may require replacement of the municipal pole only if the municipality demonstrates that the co-location will make the municipal pole structurally unsound.” Act 50 §5(e)(2).

Act 50 imposes stringent time limitations on processing applications to locate facilities within street rights-of-way and limits on fees that municipalities may charge. Municipalities are expressly prohibited from requiring a permit for maintenance, repair, or replacement of small wireless facilities with new facilities that are the same size or smaller. Act 50 §4(m). Where a municipality may require a permit, it has ten business days to notify the applicant in writing if the application is incomplete. Act 50 §4(d). A complete application must be acted upon within 60 days of receipt or it is deemed approved. Act 50 §4(e). A municipality can only deny the request if the facility “materially interferes with the safe operation of traffic control equipment, sight lines or clear zones for transportation or pedestrians or compliance with the Americans with Disabilities Act”; it fails to comply with “applicable codes”; fails to comply with Act 50; or the applicant fails to submit a report by an engineer stating that it will comply with FCC regulations. Act 50 §4(f). Any denial has to be in writing and must provide all of the reasons. The applicant is then given a chance to cure the defect without paying any further fees. Act 50 §4(f)(3).

Many municipalities have small staffs. Act 50 does not recognize this reality. An applicant may file a consolidated application for up to 20 different small wireless facilities. Act 50 §4(g). The only limitation is that an applicant may not submit more than one consolidated or 20 single applications in each 30 day period. Act 50 §4(g)(3). If a municipality receives more than one consolidated application or more than 20 single applications within a 45-day period, it has an additional 15 days to process all of the applications. *Id.*

Section 4(i) of Act 50 provides additional requirements if an applicant wants to install a new pole. The municipality “may require the wireless provider to demonstrate that it cannot meet service reliability and functional objections of the application by co-locating” but this is illusory because all that it may require is that the applicant “self-certify that the wireless provider has made this determination in good faith and to provide a documented summary of the basis for the determination.”

A permit granted under Act 50 or an ordinance enacted under Act 50 is valid for five years, and the applicant can renew that permit for two additional five-year periods. Act 50 §4(j)(2).

Act 50 contains some authorization to impose fees, which is one reason to enact an ordinance. Act 50 authorizes the following fees:

1. A one-time application fee of up to \$500 for an application seeking 1 – 5 co-located small wireless facilities with up to \$100 for each additional co-located small wireless facility. Act 50 §4(n)(1).
2. A one-time application fee of up to \$1,000 for an application requiring the installation of a new or replacement pole. Act 40 §4(n)(2).
3. An annual fee for the use of the right-of-way which shall not exceed \$270 per small wireless facility or \$270 per new utility pole with a small wireless facility. Act 50 §3(c). There is language in Act 50 which would allow this fee to be higher, but the proof to justify a higher fee would probably be beyond most municipalities.

The fees in Act 50 can only be changed if the Federal Communications Commission ("FCC") adjusts its fee limitations or if the United States Supreme Court invalidates the current FCC fee limitations. Municipalities should assume that the limits in Act 50 on fees will remain indefinitely. We recommend that the municipalities impose the maximum fees allowed by Act 50 and incorporate the language of Section 7(c) to allow increases in its ordinance.

Act 50 also specifically prohibits certain types of fee and cost recovery. These prohibitions include:

1. Requiring the applicant to provide any services or goods including, but not limited to, reserving fiber, conduit or pole space for the municipality. Act 50 §4(c)(2)(i).
2. Charging a fee to co-locate on a municipal-owned pole. Act 50 §5(d).
3. Charging anything other than “nondiscriminatory, competitively neutral and commercially reasonable” sums for any fees relating to improvements to or replacement of a municipal pole necessary for co-location.

Section 6 of Act 50 is entitled “Local Authority”. It is misleading. It states that subject to the provisions of Act 50 nothing in Act 50 “shall be construed to: (1) limit or preempt the scope of a municipality’s zoning, land use, planning, streets and sidewalks, rights-of-way and permitting authority as it relates to small wireless facilities.” Since Act 50 requires that the small wireless facilities be allowed throughout the municipality, prohibits requiring special exception or conditional use approval, severely limits what criteria a municipality can use in considering such applications, and imposes its own time limits, it does, in fact, strictly limit municipal zoning and other powers. The impact of Act 50 is far broader than Section 6 implies.

We are in the process of preparing a general police power ordinance for some of our municipal clients and will apportion the time spent for all municipal clients who desire such an ordinance. The ordinance will incorporate the provisions of Act 50 and will include fees at the maximum rate allowed by Act 50 and all increases to those fees which may be authorized by the FCC. We recommend that municipalities with provisions in their zoning ordinances recognize that these provisions will not be able to be enforced. Any amendment to a zoning ordinance must comply with all requirements of the MPC. It would probably be most cost-effective for the municipalities with provisions governing small wireless facilities within their rights-of-way in their zoning ordinance to simply include a repeal of those provisions when next amending their zoning ordinance. If you desire for us to prepare an ordinance and have not already requested such an ordinance, please contact me as soon as possible.

Patricia Bailey

From: Benjamin Craddock <bencraddock@lancastercivil.com>
Sent: Thursday, September 16, 2021 6:38 AM
To: Justin Evans
Cc: Ken Dombach; Patricia Bailey; Josh Brengel; Bill Swiernik
Subject: Re: Driveways

Justin,

I do not have any objections to this waiver request. PennDOT standards would only allow a driveway grade of about 6% from the curb to the sidewalk. However due to the slope of Radio Road, complying with this requirement would make ADA compliance for the sidewalk extremely difficult to achieve. And even if ADA compliance was achieved, the sidewalk would go up and down like a roller coaster and be less usable for mobility-impaired users.

I also checked the driveway slope at a few nearby driveways and found that they were in the 13-15% range...well above PennDOT standards, but still very usable (see [here](#) and [here](#).)

Please just let me know if you have any questions...

Thanks,
Ben

[Benjamin S. Craddock, PE, President](#)
[Lancaster Civil Engineering Co. | 717-799-8599](#)

On Thu, Sep 16, 2021 at 5:42 AM Ken Dombach <ken@dombachbuilders.com> wrote:

Good Morning Justin and Ben

I need to ask for a waiver of section 67-4.A of the Driveways Ordinance to allow driveway grades that exceed PennDOT standards.

Due to the slope of Radio Road it is virtually impossible to meet the requirements to meet PA standards.

Can you have this reviewed at the next township meeting. We have settlements on 3 property's in the next 3 weeks.

Thank
Ken Dombach

Sent from my iPhone

September 15, 2020

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: Harvest Road (Ph. 2) and Cold Spring Road
Full Depth Reclamation Improvements
LCEC Project No: 25-103
Bid tabulation/recommendation for award

Dear Justin,

As you are aware, on September 14, 2021 we unsealed bids for full depth reclamation and paving improvements to Harvest Road and Cold Spring Road. Four (4) contractors bid on the work with the low bidder being Highway Materials, Inc.

The low bidder has supplied the necessary documents with their bid, including a 10% bid bond, the Public Works Employment Verification Form, the Anti-Collusion Affidavit and the Workmen's Compensation Affidavit.

It is my recommendation that the Township award the bid to the lowest responsible bidder, Highway Materials, Inc., for the amount of \$521,575.65 at their next regular Board of Supervisors' meeting.

Sincerely,

A handwritten signature in blue ink that reads "Benjamin S. Craddock". The signature is written in a cursive style.

Benjamin S. Craddock, PE, President

LANCASTER CIVIL

cc: Patricia Bailey, Township Secretary (via email)
Sherri Minnich, Township Treasurer (via email)
Ken Ebersole, Township Roadmaster (via email)

2021 Full Depth Reclamation Projects (Harvest and Cold Spring Road)

Bid Tabulation Worksheet

Reference Number	Description	Type	UOM	Quantity	Highway Materials, Inc.	Kinsley Construction Sitework	JVI Group Inc	Allan Myers, L.P.
				Bid Total	\$521,575.65	\$558,524.00	\$611,780.70	\$708,888.00
FDR-1	Compost Filter Sock, 8" diameter	Base	LF	2,342	\$9,602.20	\$8,197.00	\$8,548.30	\$21,078.00
FDR-2	Roadway Widening, 2A Aggregate, 10" depth	Base	TN	2,050	\$84,480.50	\$79,950.00	\$105,062.50	\$103,525.00
FDR-3	Mechanical Stabilization, 2A Aggregate, 6" depth	Base	TN	5,380	\$90,653.00	\$109,752.00	\$134,500.00	\$154,944.00
FDR-4	Full Depth Pavement Reclamation, 16" depth	Base	SY	15,900	\$38,001.00	\$44,679.00	\$47,700.00	\$42,930.00
FDR-5	Superpave Asphalt Mixture Design Base Course, PG 64-22, 0.3-3 million ESALs, 25.0 mm, 3" depth	Base	TN	1,420	\$93,677.40	\$110,192.00	\$109,198.00	\$116,795.00
FDR-6	Superpave Asphalt Mixture Design Base Course, PG 64-22, 0.3-3 million ESALs, 25.0 mm, 4.5" depth	Base	TN	2,020	\$133,259.40	\$146,652.00	\$155,338.00	\$166,650.00
FDR-7	Shoulder Backup, Topsoil	Base	LS	1	\$22,750.00	\$13,625.00	\$12,235.00	\$53,343.22
FDR-8	Seeding and Mulching	Base	LS	1	\$300.00	\$4,300.00	\$2,795.00	\$3,500.00
FDR-9	Waterborne Pavement Markings (Double Yellow Lines, 4" wide)	Base	LF	6,509	\$5,532.65	\$6,509.00	\$4,556.30	\$4,165.76
Intersection-1	Demolition / subgrade excavation	Base	LS	1	\$12,170.00	\$8,100.00	\$10,360.00	\$17,000.00
Intersection-2	Stone base, 2A Aggregate, 8" depth	Base	TN	200	\$7,370.00	\$9,300.00	\$7,600.00	\$7,000.00
Intersection-3	Superpave Asphalt Mixture Design Base Course, PG 64S-22, 0.3-3 million, ESALs, 25.0 mm, 4.5" depth	Base	TN	120	\$7,916.40	\$11,040.00	\$9,228.00	\$9,900.00
Intersection-4	Superpave Asphalt Mixture Design Wearing Course, PG 64S-22, 0.3-3 million, ESALs, 9.5 mm, 1.5" depth	Base	Tn	5	\$3,630.00	\$2,260.00	\$1,975.00	\$680.00
Intersection-5	Shoulder Backup, Topsoil	Base	LS	1	\$5,655.00	\$2,500.00	\$1,525.00	\$6,500.00
Intersection-6	Seeding and Mulching	Base	LS	1	\$4,991.00	\$720.00	\$485.00	\$250.00
Intersection-7	Thermoplastic Pavement Marking (24" wide)	Base	LF	10	\$350.00	\$570.00	\$550.00	\$513.10
Intersection-8	Waterborne Pavement Markings (Double Yellow Lines, 4" wide)	Base	LF	178	\$1,237.10	\$178.00	\$124.60	\$113.92

Bid Response Summary

Bid Number Mount Joy Township, Lancaster County
Bid Title Harvest Road and Cold Spring Road Improvements
Due Date Tuesday, September 14, 2021 1:00:00 PM [(UTC-05:00) Eastern Time (US & Canada)]
Bid Status Pending Award
Company Highway Materials, Inc.
Submitted By Greg Mullen - Tuesday, September 14, 2021 10:39:40 AM [(UTC-05:00) Eastern Time (US & Canada)]
 gmullen@highwaymaterials.com 610-832-8000

Comments

Question Responses

Group	Reference Number	Question	Response
RFI Questions - Technical Section			
	1 Addenda Review	Please indicate addenda reviewed by number and date. If no addenda issued, indicate "None".	No.1, September 10, 2021
	2 Attachment 1A	I have read and understand the above special provisions to this contract, and by being authorized by this company to act as their authorized representative, and on their behalf hereby agree to adhere to any and all of the provisions pertaining to this contract.	I Agree
	3 Attachments to this Bid	The following documents are submitted with and made a condition of this Bid: Required Bid Security. (Enter I Agree or I Do Not Agree)	I Agree
	4	The following documents are submitted with and made a condition of this Bid: Anti-Collusion Affidavit. (Enter I Agree or I Do Not Agree)	I Agree
	5	The following documents are submitted with and made a condition of this Bid: Public Works Employment Verification Form. (Enter I Agree or I Do Not Agree)	I Agree
	6	The following documents are submitted with and made a condition of this Bid: Workmen's Compensation Affidavit. (Enter I Agree or I Do Not Agree)	I Agree
Pricing Items - Pricing Section			
	1	Upload Anti-Collusion Affidavit	Anti-Collusion.pdf
	2	Upload Public Works Employment Verification	Public Works.pdf
	3	Upload Workmen's Compensation Affidavit	Workmens Comp.pdf

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Pricing Items - Pricing Section - Pricing Section								
	FDR-1	Compost Filter Sock, 8" diameter	Base	LF	2,342.00	4.1000	9602.200000	
	FDR-2	Roadway Widening, 2A Aggregate, 10" depth	Base	TN	2,050.00	41.2100	84480.500000	
	FDR-3	Mechanical Stabilization, 2A Aggregate, 6" depth	Base	TN	5,380.00	16.8500	90653.000000	
	FDR-4	Full Depth Pavement Reclamation, 16" depth	Base	SY	15,900.00	2.3900	38001.000000	
	FDR-5	Superpave Asphalt Mixture Design Base Course, PG 64-22, 0.3-3 million ESALs, 25.0 mm, 3" depth	Base	TN	1,420.00	65.9700	93677.400000	
	FDR-6	Superpave Asphalt Mixture Design Base Course, PG 64-22, 0.3-3 million ESALs, 25.0 mm, 4.5" depth	Base	TN	2,020.00	65.9700	133259.400000	
	FDR-7	Shoulder Backup, Topsoil	Base	LS	1.00	22750.0000	22750.000000	
	FDR-8	Seeding and Mulching	Base	LS	1.00	300.0000	300.000000	
	FDR-9	Waterborne Pavement Markings (Double Yellow Lines, 4" wide)	Base	LF	6,509.00	0.8500	5532.650000	
	Intersection-1	Demolition / subgrade excavation	Base	LS	1.00	12170.0000	12170.000000	
	Intersection-2	Stone base, 2A Aggregate, 8" depth	Base	TN	200.00	36.8500	7370.000000	
	Intersection-3	Superpave Asphalt Mixture Design Base Course, PG 64S-22, 0.3-3 million, ESALs, 25.0 mm, 4.5" depth	Base	TN	120.00	65.9700	7916.400000	
	Intersection-4	Superpave Asphalt Mixture Design Wearing Course, PG 64S-22, 0.3-3 million, ESALs, 9.5 mm, 1.5" depth	Base	Tn	5.00	726.0000	3630.000000	
	Intersection-5	Shoulder Backup, Topsoil	Base	LS	1.00	5655.0000	5655.000000	
	Intersection-6	Seeding and Mulching	Base	LS	1.00	4991.0000	4991.000000	

	Intersection-7	Thermoplastic Pavement Marking (24" wide)	Base	LF	10.00	35.0000	350.000000
	Intersection-8	Waterborne Pavement Markings (Double Yellow Lines, 4" wide)	Base	LF	178.00	6.9500	1237.100000
Total Base Bid	\$521,575.65						

My name is Robert A. Ricedorf, my residents is located at 206 Colebrook Road, Elizabethtown. Colebrook Road is at the perimeter of the Village of Rheems. I lived at this address since 1988. Almost my entire life of 57 years, I've lived in the core section of the Village of Rheems or very close proximity.

I came here today to achieve two goals. Explain a concern that includes data, measurements, a cost analysis/modeling, facts, and testimony regarding an accelerated pace purchasing motorized fire apparatus by the Rheems Fire Department that has the potential to position the township officials in a difficult situation and condition soon into the near future. And, to display and demonstrate my good intentions to help the township officials, fire departments and local citizens. I want to assure you that this presentation has good intentions, and a good conclusion.

To begin, I want to thank the township manager and the supervisors for giving me the opportunity to be placed on the Supervisors' September Meeting agenda, and the honor to be able to make this presentation to the Board of Supervisors. Thank you!

In 2009, the Rheems Fire Department purchased and placed in service a new KME Rescue/Engine that has a Waterous 1,500 gallon per minute single stage pump that carries 750 gallons of water, they also at the same time purchased and placed in service a new KME Suppression/Engine that has a Waterous 1,500 gallon per minute single stage pump that carries 1000 gallons of water. Purchasing and placing in service two new sizeable, motorized fire engines at the same time is almost unheard of by any volunteer fire department. Certainly, not in this region. There must have been tremendous performance problems to justify the purchasing of two engines at one time.

More recently, in early February 2021, the public made me aware of the Rheems Fire Department placing in motion the purchase of a new Pierce Rescue/Engine. Twelve years from 2009 when they placed in service the new KME Rescue/Engine. The Rheems Fire Department began the journey to purchase a new rescue/engine at approximately ten years after the 2009 KME Rescue/Engine was placed in service.

When I developed the knowledge from the local public regarding the Pierce Rescue/Engine purchase occurrence, I felt that this purchase happened at a rapid pace from the in-service date of the 2009 KME Rescue/Engine, and there must be a logical explanation. I watched the taping of the West Donegal Township Supervisors' Meeting when the Rheems Fire Department requested capital money from the supervisors for the new Pierce Rescue/Engine purchase. From that taping, I heard two reasons for the purchase, and I also read the quoted reasons in the Lancaster Newspaper. The two reasons that were mentioned indicated more compartment space and it could handle a

fire dispatch returning from an accident dispatch. At that time, I never heard it mentioned, or read of any struggles or maintenance problems regarding the 2009 KME Rescue/Engine accomplishing its mission requirements.

Absorbing the verbal discussion and explanation from the Rheems Fire Department at the Supervisors' Meeting regarding requesting capital money, I made a reverent phone call to the Rheems Fire Department Fire Division Senior Leadership to inquire a meeting with them to understand their circumstances for the purchase. That request was denied by the Rheems Fire Department. Shortly after being denied that meeting, I made another reverent phone call to the Rheems Fire Department Fire Division Senior Leadership asking for information pertaining to the 2009 KME Rescue/Engine. That request was also denied.

Soon after being denied a meeting and any information, I received a phone call from the Rheems Fire Department Board of Directors asking me to send them a letter with my questions and information requests. I politely agreed to their approach and request.

On Wednesday, February 17th and Monday, February 22nd, I sent letters to the Board of Directors with the questions and information requests (See exhibits A and B). I did not get any response from the Board of Directors for two weeks, so I sent a follow-up letter on Friday, March 5th asking kindly for a response by Monday, March 22nd (See exhibit C). March 22nd came and went with no response and finally, on Monday, April 5th, I received a response letter (See exhibit D). The response letter from the Rheems Fire Department Board of Directors denied dissemination of any information because the data and information requests that is being solicited is not suitable for public distribution and knowledge. It mentioned that the Rheems Fire Department is responsible to provide information to any member of their corporation as the membership status is determined by their By-Laws.

On Friday, April 23rd, Robert E. Ricedorf sent the Rheems Fire Department Board of Directors a letter with similar questions and information requests (See exhibit E). Robert E. Ricedorf is a Life-Time Member of the Rheems Fire Department. On Wednesday, May 5th, Robert E. Ricedorf received a response letter from the Rheems Fire Department Board of Directors indicating the benefits for Life Members had changed in 2004. The change for Life Members eliminated access to the corporation's information. To our knowledge, the benefit changes in 2004 were not communicated to the Life Members. The letter mentioned that apparatus replacement plans are presented to the respective Emergency Services Committees of both West Donegal and Mount Joy Townships in full detail. However, we were informed and confirmed that

such a committee does not exist, and full details of the apparatus replacement never happened (See exhibit F).

Knowing at this point, we were not going to be given information to understand the circumstances that led to the accelerated purchase of the new Pierce Rescue/Engine, we had no choice but to approach the West Donegal and Mount Joy Township Managers about the concern. Therefore, I met with the Township Managers on Tuesday, June 8th at the West Donegal Township Municipal Building to discuss the concern, and it gave me an opportunity to share important information. The information sharing included benchmarking the local fire departments' emergency dispatches and apparatus occurrences using the Lancaster County Wide Communications' 2019 Annual Report, a fire apparatus comparison report, the facts, realities and platforms regarding fire apparatus replacement, and cost analysis/modeling and its effect related to the timing of apparatus replacement.

At this time, I would like to share and explain to you the data, measurements, facts, testimony and cost analysis/modeling regarding the information that I shared with the township managers on June 8th.

- (See Exhibit G) Benchmarking the local fire departments using the Lancaster County Wide Communications' 2019 Annual Report.
- (See Exhibit H) Fire Apparatus Comparison Report.
- (See Exhibit I) Facts, realities and platforms regarding fire apparatus replacement.
- (See Exhibits J, K and L) Cost analysis/modeling and effect related to the timing of apparatus replacement.

At the end of the meeting on June 8th with the township managers, West Donegal Township Manager, John Yoder, suggested establishing another meeting with a larger audience that included the Rheems Fire Department and me. I agreed to his suggestion and participation.

John attempted to create a line of communication with the Rheems Fire Department after the meeting on Tuesday, June 8th and had trouble getting a response from the Rheems Fire Department. After waiting very patiently for approximately a month, finally, on Thursday, July 8th, John was able to establish a line of communication with several Rheems Fire Department Board Members to schedule a meeting with him and the board.

The meeting with the Rheems Fire Department Board Chairman, one Board Member and John occurred on Wednesday, July 14th. The outcome of the meeting produced three actions:

- A. The Board would discuss the possibility of a meeting with me.
- B. The Board would consider how they might communicate their thinking with regards to their recent equipment purchase with me.
- C. The Board would report back to John.

After waiting again patiently for 14 days for some type of report back to John, I decided to move forward on Wednesday, July 28th asking John and Justin to place me on the agenda during the West Donegal and Mount Joy Townships Monthly Supervisors' Meeting. Shortly following the decision to be placed on the agenda, John informed me that the August Supervisors' Meeting already had a full agenda and ask me to be placed on the September's Supervisors Meeting. I agreed to being placed on the agenda during the West Donegal and Mount Joy Township Supervisors' Meeting occurring in September.

On Monday, August 2nd, I received an e-mail from John during the afternoon asking me if I received a letter in the mail from the Rheems Fire Department that is written to me, and dated July 27th. He received the letter by land mail as a Cc: to him. I responded to John's e-mail informing him that I did not receive the letter (See exhibit M).

The highlights within the letter from John's e-mail stated the following reasons for replacement:

- A. The National Fire Protection Association's 1911 criteria recommends the time frame of 15 years for motorized fire apparatus replacement regarding the Rheems Fire Department's classification, and they established a replacement plan at 15 years.
- B. The 2009 KME Rescue/Engine is space constrained.
- C. Difficulty getting replacement parts.
- D. Keeping apparatus past its maximum operation time frame is not fiscally sound as it results in no return at time of sale.

After absorbing the information in the letter dated July 27th through John, I did an investigation and fact check to understand the exact meaning, the accuracy, and the outcome regarding specific statements mentioned in the letter. I'm going to share with you the facts, analyzing, realities and testimonies of the investigation regarding the highlighted statements in the letter sent through John.

First, the National Fire Protection Association recommendation time frame of 15 years for motorized fire apparatus replacement that the Rheems Fire Department stated regarding their classification is just that, a recommendation. The Pennsylvania State Fire Commissioner's Office recognizes the good intentions of the NFPA but does not enforce or promote the 15-year recommendation. The professional staff at Fire Line Equipment located in New Holland, Pennsylvania informed me that volunteer fire departments in Lancaster County, Pennsylvania largely replace their motorized fire apparatus between 15 and 25 years. The exact timing of replacement by each fire department is based on many factors. Some examples are needs, condition and usage. I would like to remind the audience that the compartment constraint that the Rheems Fire Department used as part of their justification in this last letter on July 27th (Exhibit M) for the new Pierce Rescue/Engine was specifically mentioned within the questions and information requests that were sent to the Board of Directors on February 17th and 22nd. As earlier mentioned, the Board of Directors denied the dissemination of any information that would have included any compartment constraints and struggles being unable to haul all necessary equipment. In addition, you must ask yourself how they are hauling all the necessary equipment to date so they meet mission requirements with the 2009 KME Rescue/Engine. Maybe they aren't hauling all the necessary equipment currently needed, or the next 15 years, and the necessary equipment is sitting on the floor at the Fire Station.

Second, this outcome is interesting and a beauty! The Rheems Fire Department stated and accused KME Fire Apparatus of experiencing significant down time waiting for replacement parts. I spoke with the parts manager at KME on Tuesday, August 3rd regarding the dissatisfaction. **KME asked me if I ever heard of the nation's pandemic.** They admitted that they did experience delays acquiring and producing parts during the pandemic; however, they said that all motorized fire apparatus manufactures experienced the same problem. At this time, KME informed me that acquiring or producing custom parts for the fire departments within a reasonable amount of time is now largely on track. KME has multiple dealerships in the Harrisburg/Lancaster area to provide parts for their apparatus. KME's Parts Manager told me to please call again if we need any additional clarification regarding the parts accusation. KME also told me that receiving commercial and custom parts within a reasonable amount of time is not a problem for 20 years after their apparatus is placed in service. After 20 years, fire departments could see slightly longer delivery dates. KME mentioned that the average amount of weekly emergency responses that the Rheems Fire Department KME engines are experiencing, that replacing the engines based on that usage, the historical performance, and a good preventative maintenance program shouldn't require

replacing an engine at 12 years, and 15 years is still too early. I also want to mention that the Rheems Fire Department as of this date has not produced any data proving of significant down time, a sizeable list of out-of-scope maintenance issues and cost with the 2009 KME Rescue/Engine, or the overall condition of the unit.

Third, the Rheems Fire Department stated that keeping motorized fire apparatus past its maximum operation time frame is not fiscally sound. They used the 1965 Seagrave Engine as an example. The 1965 Seagrave provided the citizens of Rheems and the surrounding area with good performance for 25 years. It is a shame that this great performing fire engine purchased by the dedicated volunteers using the hard-working communities' money is used as a support system by the current Rheems Fire Department Leadership. At 25 years of performing a good service, the time had come to retire the engine. The community that paid for this 1965 Seagrave got their monies worth of service. That is a wonderful fiscally sound outcome. It should come as no surprise that the 1965 Seagrave at 25 years of service has a small monetary value. It is true, that trading-in or selling any motorized vehicle before its maximum operation time frame is a mechanism for some money return. However, the cost analyzing/modeling that I showed you regarding the accelerated pace of purchasing motorized fire apparatus confirms it is truly not a fiscally sound economic decision after you evaluate and calculate the total cost of accelerated purchasing. It is easy to be influenced that flipping motorized fire engines at an accelerated pace is fiscally sound, until you see the bottom line of the total cost.

I would like to end this presentation as I started it by mentioning good intensions, some very important observations, and the reading of a couple of statements by fire department personnel.

A goal of this presentation intended to help educate the township supervisors and their support staff. I hope that this presentation accomplished that goal.

A target of replacing motorized fire apparatus at 20 years is factually supported and realistically observed for this region. Overall, the fire departments that West Donegal, Mount Joy, East Donegal and Conoy Townships are financially supporting have stated, and have made it known, that their motorized fire apparatus have a target for replacement on or around 20 years. The data clearly reinforces that is what is happening. However, the Rheems Fire Department is documented having recent past, current, and future accelerated ambitions regarding replacing motorized fire apparatus.

I mentioned at the beginning of this presentation that the accelerated pace purchasing motorized fire apparatus by the Rheems Fire Department has the potential to position

the township officials in a financially difficult situation and condition soon. I know that fire department personnel adjacent to the Rheems Fire Department are noticing the accelerated purchasing pace. This observation has the potential to create a snowball effect that could create more accelerated purchases for this township to support, and the neighboring townships as well.

Moving forward, there needs to be a better collaborative appropriation request procedure and effort for approving the citizen's money from the township(s) for purchasing motorized fire apparatus by the Rheems Fire Department.

At this time, I would like to read the statements from two career firemen from a social question-and-answer website pertaining to examples of how often motorized fire apparatus are replaced by fire departments.

In closing, I wish the Rheems Fire Department the best future regarding service from the new Pierce Rescue/Engine that they'll be receiving very soon. I hope that it is in service for quite a long time.

I also want to say to all the fire departments in this area that I appreciate the good job and services that they provide. I sincerely thank you!

At this time, I would be glad to answer questions from the township officials regarding this concern related to the Rheems Fire Department.

EXHIBIT (A)

February 17, 2021

Robert A. Ricedorf
206 Colebrook Road
Elizabethtown, Pa. 17022-9790

Rheems Fire Department
350 Anchor Road
Elizabethtown, Pa. 17022

Board of Directors,

I want to thank all of you for the volunteer service that you're providing as the Board of Directors.

It's important to mention that my inquiry regarding some actions by the Rheems Fire Department Leadership isn't intended to degrade the abilities and practices of the Fire Department. The Fire Department is an essential amenity for the citizens, and the service that they provide shouldn't be diminished, or sacrifice the well-being of the constituents they serve.

My inquiry is being driven as a "Civic Duty" regarding prudent spending of the Municipal Real Estate Tax, Fire Tax, and mandated funding streams that embody the majority of Fire Department's Funding. The accountability of expenses that uses citizens' tax money and donations needs to be carefully evaluated to insure appropriate and necessary spending.

During the last four weeks, I've had extensive interactions by phone conversations and one-on-one interviews with sales, manufacturing, educated, professional, specialist and experienced individuals within the fire apparatus industry to collect and document the facts and truth regarding engineering, longevity, and cost regarding firefighting motor vehicle apparatus. At this time, the information gathering is ongoing and modeling is being established to present the findings regarding the monetary impact to the citizens.

When I requested to meet with the Fire Department's Leadership weeks ago, I had upright intentions for a positive dialogue. Unfortunately, now, I've been given professional advisement from multiple sources to abstain face-to-face engagements with Rheems Fire Department Leadership. It's a known fact, that it's difficult for one individual to activate positive corrective action by themselves. Therefore, when suitable conditions become evident, the proper authorities will be given the information to review after the findings are completed. The Rheems Fire Department Leadership is encouraged to engage with authorities to discuss the results. I would expect the Fire Department Leadership to maintain their focus on the facts and actualities.

I would like to respond to the phone message that I received from one of the Board of Directors. Some of the message indicated not following the protocol that was discussed and requested during the conference call interaction with the Board of Directors. If that person truly wants to be authentic, that message wasn't completely truthful, and it's extremely important to recall what happens during professional conference calls and meetings. Personal integrity requires being transparent, truthful, responsible, accountable, and having good judgement. If you would like to review that discussion and requests during the conference call, I would be glad to have a civil and straightforward discussion with the President and Board of Directors.

Enclosed are a list of questions and requests directed at the Fire Department Leadership needed to aid the report. I would appreciate candid answers regarding the questions, and appropriate information related to the requests. There may be additional questions and requests as the process moves forward. Thank you!

Last, knowing that the Fire Department's financial support chain comes almost totally from designated tax money, mandated funding streams, and generous donations from citizens and businesses, it's vitally necessary that the demographics of the Board of Directors be expanded to have the correct balance of representation of the constituents that the Fire Department serves.

Respectfully Submitted,

A handwritten signature in black ink that reads "Robert A. Ricedorf". The signature is written in a cursive style with a large, prominent initial "R".

Robert A. Ricedorf

QUESTION: What was the grand total cost to purchase the Pierce Lance Engine with the four door closed cab? Please include any financing cost.

QUESTION: When the Pierce Lance Engine was sold, what was the amount of money that the Fire Department received?

QUESTION: What was the total road miles that the Pierce Lance Engine had traveled at the date that it was sold?

QUESTION: How many engine hours were recorded at the date the Pierce Lance Engine was sold?

REQUEST: I would like to have the 2019 and 2020 Year-End Operating and Relief Association Budget Report.

REQUEST: I would like to have the 2021 Year-To-Date Operating and Relief Association Budget Report.

REQUEST: If there are any active loans, please describe the purpose, the type of loan, any interest rate, and the total cost of the loan(s). If any of the loans are principal x rate x time, please mention the total cost if the loan(s) are going full duration.

QUESTION: At any one time, what's the maximum percent debt load that the Rheems Fire Department should attempt to be carrying to help prevent frequent and sizeable Municipal Real Estate Tax and/or Fire Tax Millage increases?

QUESTION: What is or will be the grand total cost to purchase the 2009 KME Rescue Engine? Please include any financing cost.

QUESTION: What are the total road miles that the 2009 KME Rescue Engine has traveled to date?

QUESTION: How many engine hours are recorded for the 2009 KME Rescue Engine to date?

QUESTION: What are the out-of-scope maintenance costs for the 2009 KME Rescue Engine to date? For example, Turbo Chargers, Injectors, Transmission and Electronics.

QUESTION: What is or will be the grand total cost to purchase the 2009 KME Suppression Engine? Please include any financing cost.

QUESTION: What are the total road miles that the 2009 KME Suppression Engine has traveled to date?

QUESTION: How many engine hours are recorded for the 2009 KME Suppression Engine to date?

QUESTION: What are the out-of-scope maintenance costs for the 2009 KME Suppression Engine to date? For example, Turbo Chargers, Injectors, Transmission and Electronics.

QUESTION: To the best of your knowledge, what will be the total cost to purchase the 2021 Rescue Engine? Please include any financing cost, and enhancement costs needed after delivery and acceptance of the Engine that are beyond the design, manufacturing, etc..

QUESTION: What is or will be the grand total cost to purchase or lease the 2020 Command/Chief's Pick-up Truck? Please include any financing cost.

QUESTION: What is or will be the grand total cost to purchase or lease the Officer's Duty vehicle? Please include any financing cost.

QUESTION: What are the total road miles that the Officer's Duty Vehicle has traveled to date?

QUESTION: How many engine hours are recorded for the Officer's Duty vehicle?

QUESTION: What are the out-of-scope maintenance costs for the Officer's Duty vehicle? For example, new engine and/or transmission.

QUESTION: What's the projected strategy plan for replacing the fleet beyond 2021?

I heard and read the reasons to purchase the 2021 Rescue Engine. It was mentioned that one of the reasons to replace the 2009 KME Rescue Engine is because the 2021 Rescue Engine will have more cargo capacity. That's understandable at this time, if the 2009 KME Rescue Engine isn't capable anymore of transporting all the designated and necessary tools to be a Principal Rescue Unit, and a brain storming session didn't identify any other suitable resolution.

Again, thank you for your cooperation regarding providing answers and data to the questions, and the material regarding the requests.

EXHIBIT (B)

February 22, 2021

Robert A. Ricedorf
206 Colebrook Road
Elizabethtown, Pa. 17022-9790

Rheems Fire Department
350 Anchor Road
Elizabethtown, Pa. 17022

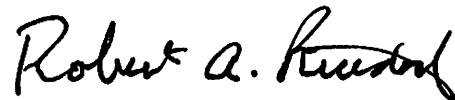
Board of Directors,

During a recent consultation, I've been advised to also acquire the 2019 Year-End Operating and Relief Association Budget Report.

Enclosed are the identical questions and requests with the addition of the 2019 Report.

Thank you for your cooperation regarding providing this public information that corresponds to the principles of the Pennsylvania Office of Open Records and the establishment of the Right-to-Know Law.

Respectfully Submitted,

A handwritten signature in black ink that reads "Robert A. Ricedorf". The signature is written in a cursive style with a large, stylized initial 'R'.

Robert A. Ricedorf

QUESTION: What was the grand total cost to purchase the Pierce Lance Engine with the four door closed cab? Please include any financing cost.

QUESTION: When the Pierce Lance Engine was sold, what was the amount of money that the Fire Department received?

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REQUEST: I would like to have the 2021 Year-To-Date Operating and Relief Association Budget Report.

REQUEST: If there are any active loans, please describe the purpose, the type of loan, any interest rate, and the total cost of the loan(s). If any of the loans are principal x rate x time, please mention the total cost if the loan(s) are going full duration.

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Again, thank you for your cooperation regarding providing answers and data to the questions, and the material regarding the requests.

EXHIBIT (C)

March 5, 2021

Robert A. Ricedorf
206 Colebrook Road
Elizabethtown, Pa. 17022-9790

Rheems Fire Department
350 Anchor Road
Elizabethtown, Pa. 17022

Board of Directors,

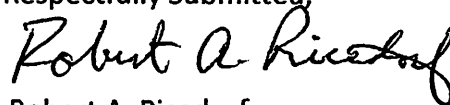
This is a furtherance letter that's to clarify a timetable.

It's understandable that it can require a sizeable amount of time to present facts and data regarding questions and requests from the public. However, to sustain accountability, it's a reasonable request to set a realistic response time for the Board of Directors. Therefore, I'll be eyeing to have some type of response message from the Board of Directors no later than Monday, March 22nd. If a response message doesn't occur by the stated date, then I'll assume that the President and Board of Directors doesn't have any intensions of collaboration.

Without a doubt, the significance of my inquiry needed to be examined by someone with greater authority a long time ago. Some of the business decisions by the Rheems Fire Department Leadership within the past recent years has led to sizeable monetary expenditures that required a healthier foresight before activation.

The observance of some monetary behavior by the Rheems Fire Department Leadership clearly indicates an extravagant spending pace when benchmarked to Fire Departments in Northwest Lancaster County.

Respectfully Submitted,



Robert A. Ricedorf

FOUNDED
FEBRUARY 1920

CHARTERED
MARCH 1928

Rheems Fire Department

350 Anchor Road
Elizabethtown, PA 17022
717-367-1569

5 April 2021

Robert A. Ricedorf
206 Colebrook Road
Elizabethtown, PA 17022

Mr. Ricedorf,

We have reviewed the requests that you submitted via written correspondence on both 17 February 2021 and 22 February 2021. In determining if the data is suitable for public distribution, we solicited the advice of legal counsel. Attached you will find the response from our attorney.

Based on the legal advice received, we will not be providing the information that you requested.

In closing, we will leave you with this information. The Rheems Fire Department has developed a reputation of being fiscally responsible. Our guiding mantra is that every decision must be made with the Best Interest of the Public in mind. Whenever debt is considered, it is done so with great vigilance and with extensive research to ensure that we are receiving the best interest rates available, and reducing the overall cost of the equipment. We voluntarily opted to become a 501(c)3 non-profit knowing that it would require an additional layer of oversight by the Board of Directors. Our financial reports and annual budgets are provided to both Mount Joy Township and West Donegal Township on a monthly and annual basis. Likewise, any and all capital purchases are openly discussed and justified with the representatives from each Township, after careful competitive analysis and approval by the Board of Directors. In doing so, we feel that we provide ample transparency to the Townships we serve.

Sincerely,



Harold Bechtold
Chairperson
Rheems Fire Department Board of Directors

EXHIBIT (E)

April 23, 2021

Robert E. Ricedorf
208 Sage Court
Mount Joy, Pa. 17552

Rheems Fire Department
350 Anchor Road
Elizabethtown, Pa. 17022

President and Board of Directors,

It is a great honor to be considered and recognized as a "Life-Time Member" of the Rheems Fire Department.

Throughout my years of service, I have been fortunate to be able to volunteer a significant amount of time serving the public as an elected and appointed officer within the Rheems Fire Department. I have had the privilege to serve with a substantial number of caring and dedicated members that can be characterized as gratifying, and memorable experiences for me.

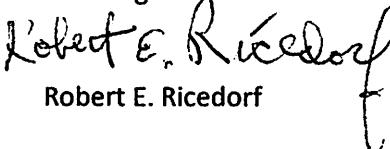
As a Life-Time Member, that person participates with, sees, and witnesses a lot of transactions as steps to improve the functions of the Fire Department, as actions to sustain and/or elevate the service to the public, and led in a way that it delivers a positive image that it is achieved in a fiscally and timely responsible manner. At this time, I would like to be given the opportunity to have a complete in-depth understanding of specific operational conditions, that are recent history, and current active conditions.

Enclosed are a list of questions and requests that I would like to have documentation and records pertaining to the Fire Department's operations that hopefully are offered to me as a Life-Time Member that are unwavering and non-skewed.

It is very important to mention that this inquiry has no intentions of creating any abnormal expenses for the Rheems Fire Department, and especially the usage of public money for the Fire Department to seek legal support for protection regarding sharing knowledge of operations that is ethically aligned with the established principles of the Pennsylvania Office of Open Records. It is my hope that any legal support is unwarranted, that it is a donated service, and not an expense paid by the public's money that could be for the communities' fire protection.

In closing, my expectation is that a Life-Time Member has the same level of status as an "Member" as it pertains to approved permission accessing knowledge of the Rheems Fire Department's operating state. As mentioned, this inquiry has no intentions of driving the activation or inviting expenses that takes the public's money and uses it for legal protection to prevent the distribution of information that is nothing more than an attempt to understand circumstances, evaluate data, and verify facts. Any questions related to the contents of this inquiry, please feel free to call me at 717-327-0661. A response by land mail before Monday, May 10th will be greatly appreciated. I am requesting, that I personally pay for the Fire Department's mailing expenses. Thank you for your cooperation!

Kind Regards


Robert E. Ricedorf

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QUESTION: What are the total road miles that the Officer's Duty Vehicle has traveled to date?

QUESTION: How many engine hours are recorded for the Officer's Duty vehicle?

QUESTION: What are the out-of-scope maintenance costs for the Officer's Duty vehicle? For example, new engine and/or transmission.

QUESTION: What is or will be the grand total cost to purchase the 2005 Mack Tanker 70? Please include any financing cost.

QUESTION: What are the total road miles that the 2005 Mack Tanker 70 has traveled to date?

QUESTION: How many engine hours are recorded for the 2005 Mack Tanker 70 to date?

QUESTION: What are the in/out-of-scope maintenance cost for the 2005 Mack Tanker 70 to date? Please provide clarification of the two categories.

QUESTION: What is or will be the grand total cost to purchase the 2005 Squad 70? Please include any financing cost.

QUESTION: What are the total road miles that the 2005 Squad 70 has traveled to date?

QUESTION: How many engine hours are recorded for the 2005 Squad 70 to date?

QUESTION: What are the in/out-of-scope maintenance cost for the 2005 Squad 70 to date?
Please provide clarification of the two categories.

QUESTION: What's the projected strategy plan for replacing the fleet beyond 2021?

Again, thank you for your cooperation regarding providing answers and data to the questions, and the material regarding the requests.

Robert E. Ricedorf

FOUNDED
FEBRUARY 1920

CHARTERED
MARCH 1928

Rheems Fire Department

350 Anchor Road
Elizabethtown, PA 17022
717-367-1569

5 May 2021

Robert E. Ricedorf
208 Sage Court
Mount Joy, PA 17552

Mr. Ricedorf,

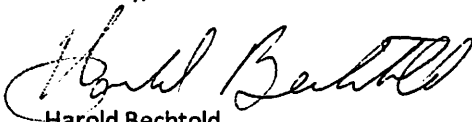
First, let me assure you that we appreciate and value your prior service to the Department in both elected and appointed positions. With that being said, the benefits of Life Membership changed in 2004 when the Department incorporated as a 501(c)3 Non-Profit Organization. Life Membership was divided into two categories, Active Life Member and Inactive Life Member. Active Life Members are those who regularly participate in any of the Fire Department activities in either an active duty, administrative or support role. Inactive Life Members are those who achieved the status, but have discontinued participation. It is an Honorary Membership, which does not include access to corporate information. Based on our records, you have been inactive for approximately 30 years and are listed as an Inactive Life Member.

Secondly, the attachment you provided was identical to the attachment of a recent request we received from your son, a non-member, for which we advised him that we would not be releasing this information. It is our concern that this request would result in proprietary information being provided to him. Therefore, we will not be providing the requested information.

Lastly, while your letter states that the purpose of the information request is to "attempt to understand circumstances, evaluate data and verify facts", the reality is that the information was originally requested by your son to, in his words, "prepare a presentation to the Township regarding our extravagant spending".

In closing, I want to assure you that the Fire Department is and has been operating in a fiscally responsible manner. Our Board, consists of a diverse group of individuals elected by the Fire Department membership. The Board includes Business Executives/Owners from both Mount Joy and West Donegal Townships, former Chief Officers from both West Donegal and Mount Joy Township, and a Corporate Banking Executive. Yearly, we are tasked with approving the Fire Department Budget and are actively engaged in the apparatus replacement planning as well as all capital improvements. After Board approval, the budgets, apparatus replacement plans and capital expenditures are presented to the respective Emergency Services Committees of both Townships in full detail to obtain their understanding of the need, cost and benefit of the action. To date, both municipalities have commended us for our fiscal responsibility and are appreciative that we are the only emergency response agency that serves them that has not requested tax increases and have openly and fully disclosed the entire process to them.

Sincerely,



Harold Bechtold
Chairperson
Rheems Fire Department Board of Directors

VOLUNTEERING TO PROTECT AND SERVE OUR NEIGHBORS

LANCASTER COUNTY WIDE COMMUNICATIONS 2019 ANNUAL REPORT

FIRE DEPARTMENT	911 DISPATCHES	DUTY VEHICLES	UNIT	UNIT DISPATCHES	UNIT PURCHASED	
ELIZABETHTOWN	669	1	Engine 74-1	236	2010	
			Engine 74-2	251	2007	
			Truck-Ladder 74	280	2010	
MOUNT JOY	602	2	Engine 75-1	310	2005	
			Engine 75-2	218	2011	
			Truck-Ladder 75	274	2017	Replaced year 2000 Truck-Ladder (17 Years)
MAYTOWN	386	1	Engine 79-1	166	2018	Replaced Year 1997 Engine 79-1 (21 Years)
			Rescue 79	248	2003	
			Tanker 79	89	2009	
RHEEMS	324	2	Engine 70-1	204	2009	
			Engine 70-2	151	2009	Replacing Year 2009 Rescue/Engine 70-2 (12 Years)
			Tanker 70	85	2005	
BAINBRIDGE	218	1	Engine 71-1	76	1994	EX- Lebanon City and Duncannon Engine
			Rescue 71	54	2018	
			Tanker 71	35	2001	EX- New Lexington Tanker
MASTERSONVILLE	178	1	Engine 27-1	99	1999	Accident
			Engine 27-2	26	1995	
			Tanker-Engine 27	40	2005	

AVERAGE WEEKLY DISPATCHES 2.9

**911 DISPATCHES COMPARISON TO RHEEMS: ELIZABETHTOWN 106% MORE THAN RHEEMS IN ONE YEAR.
MOUNT JOY 86% MORE THAN RHEEMS IN ONE YEAR
MAYTOWN 19% MORE THAN RHEEMS IN ONE YEAR
BAINBRIDGE 33% LESS THAN RHEEMS IN ONE YEAR
MASTERSONVILLE 45% LESS THAN RHEEMS IN ONE YEAR**

FIRE APPARATUS COMPARISON REPORT

FIRE DEPARTMENT	ANNUAL 911 DISPATCHES	UNIT	UNIT PURCHASED	UNIT DESCRIPTION
WEST HEMPFIELD (SILVER SPRINGS AND IRONVILLE MERGER)	YEAR 2019 630 DISPATCHES	ENGINE 76-2	1999	SEAGRAVE
		RESCUE 76	2008	SPARTAN GLADIATOR
		TANKER 76	2014	KENWORTH
CITY OF PORT RICHEY, FLORIDA	1,100 TO 1,400	RESCUE/ENGINE 42	1999	KME RESCUE/ENGINE
WELLSBORO, PENNSYLVANIA	300- 400	ENGINE 1-1	1993	E-ONE PROJECTOR 6 MAN CAB
		ENGINE 1-2	1995	E-ONE 3 MAN CAB
		ENGINE 1-3	2002	ALF EAGLE SQUIRT 6 MAN CAB
		TANKER/ENGINE 1	2010	ALF METROPOLITAN 6 MAN CAB
		RESCUE 1	UNKNOWN	ALF SAULISBURY HEAVY RESCUE
		TRUCK/LADDER 1	2002	AMERICAN LAFRANCE LTL LADDER

NOTES:

West Hempfield Fire Department had 94% more emergency dispatches than Rheems Fire Department in the year 2019. The area around the Villages of Silver Springs and Ironville can be considered rural/suburban. The landscape around the Villages of Silver Springs and Ironville are similar to the Rheems area. The West Hempfield Fire Department is beginning to form a committee with the task to replace the 1999 Seagrave Engine 76-2.

The Port Richey Rescue/Engine was a KME Model Engine that they purchased slightly used from KME in 1999. It was manufactured in 1999. It has less than 100,000 road miles. It was their primary unit for 12 years, and secondary unit for 10 years. Total of 22 years of service. This Engine/Rescue responded to approximately 1,250 emergency calls a year during the 12 years as the primary unit. As the primary unit, the unit responded to 3-4 emergency calls a day.

The Port Richey Fire Department KME Rescue/Engine is very similar to the Rheems Fire Department KME Rescue/Engine.

The Port Richey KME Rescue/Engine responded to approximately 15,000 emergency calls in twelve years.

The Rheems Fire Department KME Rescue/Engine will have responded to approximately 1,812 calls in twelve years.

The Town of Wellsboro' s fire district is 127 square miles. Their annual traveled road miles and engine hours are sizeable because of the large area of square miles they service. They have a sizeable quantity of structure fires.

The motorized fire apparatus is purchased as new and used. The Town of Wellsboro is approximately the size of Marietta, Pennsylvania.

The Wellsboro Fire Department total annual emergency response calls are similar to the Rheems Fire Department.

**FACTS, REALITIES AND PLATFORMS REGARDING
FIRE APPARATUS REPLACEMENT**

- It is imperative to maintain and repair a fire engine during its useful life, even if this means a major repair such as a transmission. The decision to repair or replace becomes more complicated when the fire engine nears the end of its useful life and needs a major investment in repairs to reach that end. **FireRescue1/First Bankers**
- Paid Fire Departments generally replace motorized fire apparatus around 10 years, and Volunteer Fire Departments around 20 years. **Fire Apparatus Manufacture**
- Replacing a fire engine will vary from fire department to fire department mostly based on mileage and use. Some fire departments will run 2 calls a week whereas other fire departments run between 10 -12 a day. Obviously, the replacement schedule is far sooner for fire departments that have more runs. A 12-year replacement schedule is common for fire departments that have an average of 10 - 12 calls a day. **Quora.com.**

- Volunteer Fire Departments' maintenance cost every year from 10 -20 years will be a slightly higher. For example, maybe radiator, turbo chargers, injectors and electronics.

Fire Apparatus Manufacture

- C-9 425 hp diesel engines getting good maintenance are expected to run approximately 350,000 miles or 20,000 hours without out-of-scope maintenance. Blow-by and compression problems are indications of engine trouble. Also, engine oil can be examined by a Caterpillar Dealer to determine engine condition. **Caterpillar**

- Volunteer Fire Departments in semi-rural areas sometime replace motorized fire apparatus before it is needed to sustain morale and interest. **Lancaster County Public Training Center**

- At times, what is disturbing about some Volunteer Fire Departments, is that they can be irresponsible regarding the timing to spend money buying new motorized fire apparatus. **Fire Apparatus Manufacture Sales Force**

- When a Public Service Organization such as a fire department refuses to share their operation Information, it is a very strong indication that the information has disadvantages. **Pennsylvania Department of Open Records**
- Replacing a Fire Engine should not be treated any different than replacing a common vehicle. **Fire Apparatus Manufacture Sales Force**
- No catastrophic vehicle expenses to be expected within the statistical useful life of the apparatus. **Fire Apparatus Manufacture**
- When you have a steady annual in-scope maintenance cost, you continue to use the motorized vehicle within the fleet during its useful life. **Fire Apparatus Manufacture**
- If a moderate out-of-scope maintenance expense occurs in one year, that is not justification for a total vehicle replacement. **Fire Apparatus Manufacture**

EXHIBIT (J)

PURCHASE A NEW ENGINE EVERY 20 YEARS FOR A TOTAL OF 2 AT 20 YEARS

1 OF 1

PURCHASE NEW YEAR	BASE COST AT YEAR 0 AND 20 THAT INCLUDES 5% COMPOUNDED INFLATION AT YEAR 20	2% SIMPLE INTEREST	TOTAL	
	\$	\$	\$	
0	850,000.00	17,000.00	867,000.00	
20	2,255,303.00	45,106.06	2,300,409.06	
	3,105,303.00	62,106.06	3,167,409.06	TOTAL COST

YEAR	PROJECTED DEPRECIATION RESALE VALUE AT YEAR 20	
	\$	
20	60,000.00	3,107,409.06

YEARS	PROJECTED OUT-OF-SCOPE MAINTENANCE COST	
	\$	
0 - 10	40,000.00	
10 - 20	120,000.00	
	160,000.00	3,267,409.06

3,107,409.06	TOTAL COST SUBTRACTING RESALE VALUE
3,267,409.06	GRAND TOTAL ADDING OUT-OF-SCOPE MAINTENANCE

EXHIBIT (K)

PURCHASE A NEW ENGINE EVERY 10 YEARS FOR A TOTAL OF 3 AT 20 YEARS

2 OF 1

PURCHASE NEW YEAR	BASE COST YEAR 0, 10 AND 20 THAT INCLUDES 5% COMPOUNDED INFLATION AT YEAR 10 AND 20	2% SIMPLE INTEREST	TOTAL
YEAR	\$	\$	\$
0	850,000.00	17,000.00	867,000.00
10	1,384,560.00	27,691.20	1,412,251.20
20	2,255,303.00	45,106.06	2,300,409.06
	4,489,863.00	89,797.26	4,579,660.26

TOTAL COST

YEAR	PROJECTED DEPRECIATION RESALE VALUE 47% OF BASE COST
YEAR	\$
10	399,500.00
20	650,743.20
	1,050,243.20

3,529,417.06 TOTAL COST SUBTRACTING RESALE VALUE

YEARS	PROJECTED OUT-OF-SCOPE MAINTENANCE COST
YEARS	\$
0 -10	40,000.00
0 -10	90,000.00
	130,000.00

3,659,417.06 GRAND TOTAL ADDING OUT-OF-SCOPE MAINTENANCE

3 NEW ENGINES WITHIN 20 YEARS 3,659,417.06
 2 NEW ENGINES WITHIN 20 YEARS 3,267,409.06
PROJECTED MONETARY LOSS 392,008.00

EXHIBIT (L)

PURCHASE A NEW ENGINE EVERY 10 YEARS FOR A TOTAL OF 3 AT 20 YEARS

3 OF 1

PURCHASE NEW YEAR	BASE COST YEAR 0, 10, AND 20 THAT INCLUDES 5% COMPOUNDED INFLATION AT YEAR 10 AND 20	2% SIMPLE INTEREST	TOTAL
YEAR	\$	\$	\$
0	850,000.00	17,000.00	867,000.00
10	1,384,560.00	27,691.20	1,412,251.20
20	2,255,303.00	45,106.06	2,300,409.06
	4,489,863.00	89,797.26	4,579,660.26

YEAR	PROJECTED DEPRECIATION RESALE VALUE AT 50% OF BASE COST IN YEAR 7, AND CONTINUED 5% ANNUAL DEPRECIATION TO YEAR 10
YEAR	\$
10	364,384.47
20	593,543.56
	957,928.03

3,621,732.23 TOTAL COST
SUBTRACTING
RESALE VALUE

YEARS	PROJECTED OUT-OF-SCOPE MAINTENANCE COST
YEARS	\$
0 -10	40,000.00
0 -10	90,000.00
	130,000.00

3,751,732.23 GRAND TOTAL
ADDING
OUT-OF-SCOPE
MAINTENANCE

3 NEW ENGINES WITHIN 20 YEARS 3,751,732.23

2 NEW ENGINES WITHIN 20 YEARS 3,267,409.06

PROJECTED MONETARY LOSS 484,323.17



Rheems Fire Department

350 Anchor Road, Elizabethtown, PA 17022-2807
717-367-1569 FAX: 717-367-0675

27 July 2021

Robert A. Ricedorf
206 Colebrook Road
Elizabethtown, PA 17022

Mr. Ricedorf,

At a recent meeting with West Donegal Township Manager John Yoder, he requested that we provide you information in regards to the Departments rationale in replacing apparatus. Accordingly, the following is provided:

NFPA 1911 calls out a number of criteria for determining an apparatus replacement plan. For rural/suburban Departments, the recommended time frame is approximately 15 years. For planning purposes, the Department established the apparatus replacement plan accordingly. However, 15 years is not a "hard" number in that situations can present themselves that would allow it to go longer, or require it to be shorter.

The process for the Department making these decisions is based on assessing the following factor:

- Does the apparatus meet the mission requirements
- Does the apparatus provide optimum safety for the firefighters
- What is the availability of custom repair parts
- Is the chassis commercial or custom
- What is the value of the apparatus at time of sale
- Could the apparatus be refurbished in a fiscally responsible manner
- Could the apparatus be refurbished and remain safe to operate.
- What are the annual maintenance costs and what is the expectant service life of components

In reviewing the current Rescue Engine, the Department found that the apparatus was space constrained and could not carry all of the necessary equipment to continue to meet mission requirements. The options were to replace early, 13 years versus 15 years, or to refurbish and modify the current unit. It became readily apparent that refurbishment was not an option as the vehicle was not engineered to accommodate the additional weight that would result from adding compartmentation. To accommodate the weight would require changing suspensions, axles, etc., at tremendous expense, let alone the cost to fabricate compartments and prep and paint the unit.

Secondly, the Department looked at the availability of parts. While commercial vehicles have a lengthy supply chain, custom fire apparatus does not. The Department has experienced significant down time waiting for parts from KME, and the expectation is that it will only get worse as the apparatus ages. Being out of service waiting for parts does not meet the mission of the unit. Not only is the fire body custom fabricated, but many items in the drive train are custom fabricated as well to accommodate mounting and operation. Therefore, the apparatus manufacturers do not stock these items, and when needed resort to having them manufactured. The older the components, the less likely to have them available in a reasonable time.

Lastly in the review process was the financial concerns, which covers many areas:

- Is the Department is a position to purchase new apparatus?
- What is the potential value of the current apparatus?
- Is there a market for the current apparatus?

Keeping apparatus past its maximum operation time frame is not fiscally sound as it results in no return at time of sale. The Department experienced that when the 1965 Seagraves had to be raffled as there was no interest to purchase it.

After reviewing the current Rescue Engine based on the criteria laid out in this letter it was determined that the unit could not meet its mission requirement in the current configuration, that the costs to refurbish would be excessive and possibly not achievable due to the engineering constraints of the apparatus, and the safety mechanisms in place would not be in alignment with the current NFPA standards. The members opted to request concurrence from the Board, and ultimately the Townships to replace the unit earlier, which was approved.

Subsequent to the decision to buy a new Rescue Engine, the Department spent 18 months designing the new apparatus to meet anticipated mission requirements for the next 15 years. This process included consultations with 7 apparatus manufacturers and traveling to numerous Departments to review apparatus.

Once presented to the Board, due diligence was given to reviewing the proposed purchase and the Board unanimously concluded that this was the right apparatus, at the right price and at the right time.

We trust that this closes this chapter. Rest assured we take our responsibility to ensure the financial stability of the Department in the most serious manner, and all capital expenditures are extensively reviewed for need and justification before approval.

HAROLD BECHTOLD
Chairman, Board of Directors

MISSY HARTMAN
Secretary, Board of Directors

TIM KREIDER
Director

KELLY WOOD
Director

ROBERT RIMERT
Director

Cc: John Yoder, West Donegal Township

FOUNDED OUT OF NECESSITY.....GROWING OUT OF DEDICATION

Quora

How often are fire trucks replaced by fire departments, and what determines their need for replacement?

Ad by Asana

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I work at Asana, and recently our team—like many teams around the world—moved to remote work. So I've experienced first-hand how Asana can help remote teams manage their projects,...(Continue reading)

6 Answers

 **Brian Gillespie**, works at Fire Department
Answered 3 years ago

Each department determines their own schedule for apparatus replacement. There are many factors that go into the decision. Some trucks go on more runs than others so they get more wear and tear. Some city budgets have more funds than others. We have 2 lead engines at my department and one is 18 years old and the other is 5 years old. The plan is to replace the 18 year old truck in 2 years, but it will have to get through city council first.

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How often are firehoses replaced on fire trucks?





How often are fire trucks replaced?

Are there fire departments that still have the roofless fire trucks?

 **Nick Williams**, Fireman/Paramedic at Fire Department (1994-present)
Answered 3 years ago · Author has 492 answers and 210.8K answer views


This will vary from department to department mostly based on mileage and use. Some volunteer departments in rural areas will run 1 or 2 calls a week whereas the engine I work runs between 10–12 a day on average. Obviously ours will need replacement far sooner than that other agency. We are currently on a 12 year replacement schedule for our type 1 engines in my department. My engine has just under 130k miles on it. We will be getting a new one in a little less than a year (pierce just started building her). After that time period, the rig goes into reserve status and our older reserve rigs are either sold to a fire equipment wholesaler or donated to a department in Mexico.

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 **Soham Mehta**, InterviewKickstart.com. Prev: Director of Engineering @ Box. Worked @ MSFT, eBay
Updated Tuesday, May 11, 2021

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