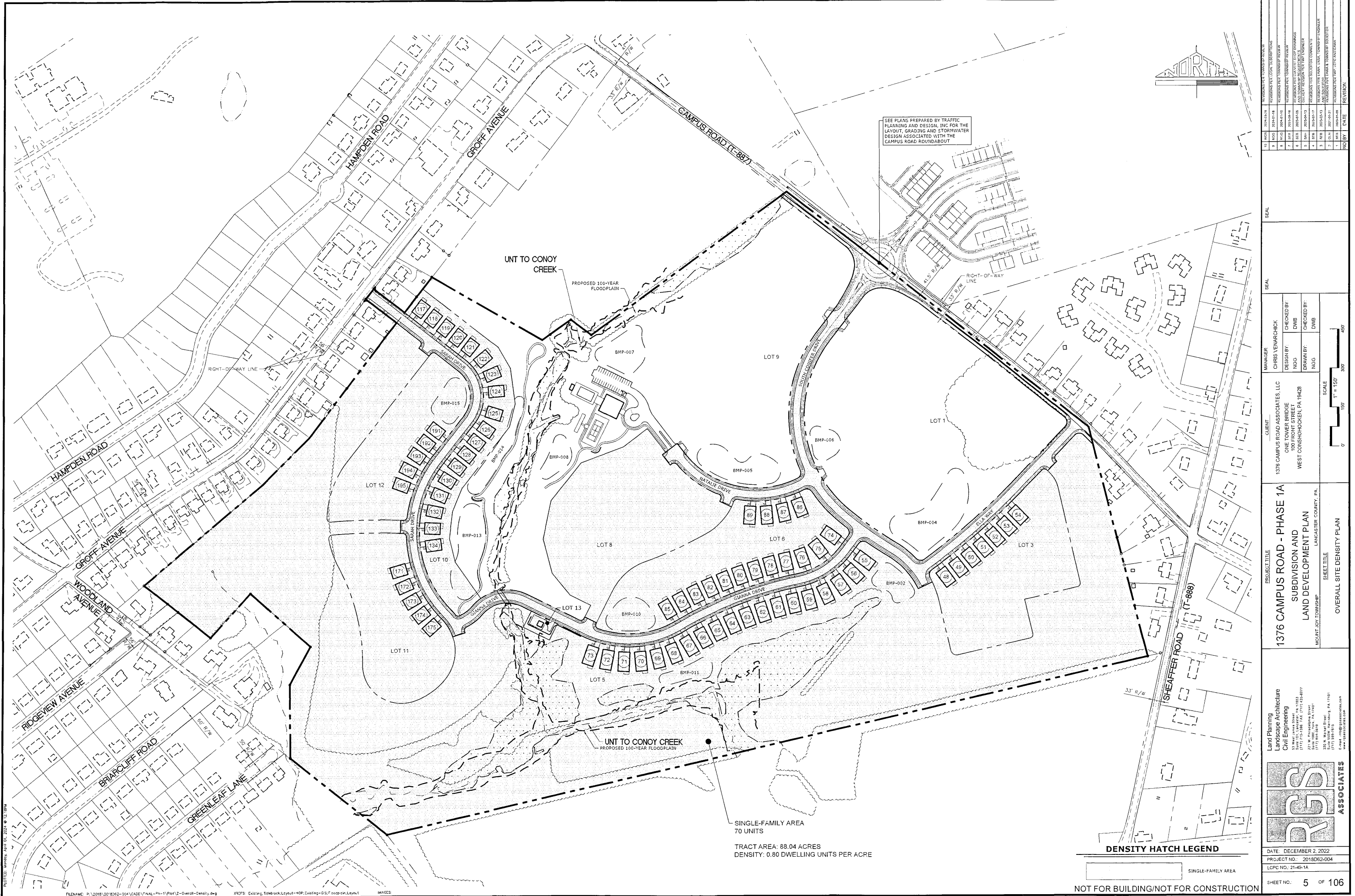




REVISIONS		NO.	DATE	REVISION
1	10/14/2021	1	10/14/2021	REVISIONS FOR TOWNSHIP REVIEW
2	10/14/2021	2	10/14/2021	REVISIONS FOR TOWNSHIP REVIEW
3	10/14/2021	3	10/14/2021	REVISIONS FOR TOWNSHIP REVIEW
4	10/14/2021	4	10/14/2021	REVISIONS FOR TOWNSHIP REVIEW
5	10/14/2021	5	10/14/2021	REVISIONS FOR TOWNSHIP REVIEW
6	10/14/2021	6	10/14/2021	REVISIONS FOR TOWNSHIP REVIEW
7	10/14/2021	7	10/14/2021	REVISIONS FOR TOWNSHIP REVIEW
8	10/14/2021	8	10/14/2021	REVISIONS FOR TOWNSHIP REVIEW
9	10/14/2021	9	10/14/2021	REVISIONS FOR TOWNSHIP REVIEW
10	10/14/2021	10	10/14/2021	REVISIONS FOR TOWNSHIP REVIEW
MANAGER		CHECKED BY:		DESIGN BY:
CHRIS VENARCHICK		DWB		DWB
CLIENT		CHECKED BY:		DRAWN BY:
1376 CAMPUS ROAD ASSOCIATES, LLC		DWB		DWB
ONE TOWER BRIDGE		DWB		DWB
WEST CONSHOHOCKEN, PA 19380		DWB		DWB
PROJECT TITLE		SHEET TITLE		SCALE
1376 CAMPUS ROAD - PHASE 1A		SUBDIVISION AND LAND DEVELOPMENT PLAN		1" = 150'
MOUNT JOY TOWNSHIP		LANCASTER COUNTY, PA		0' 300' 450'
OVERALL SITE DENSITY PLAN		OVERALL SITE DENSITY PLAN		
Land Planning		Landscape Architecture		DATE: DECEMBER 2, 2022
Civil Engineering		Civil Engineering		PROJECT NO.: 2018062-004
Site 12, Lancaster, PA 17603		Site 12, Lancaster, PA 17603		LCPC NO.: 21-45-1A
Site 13, Lancaster, PA 17603		Site 13, Lancaster, PA 17603		SHEET NO.: 5 OF 106
Site 14, Lancaster, PA 17603		Site 14, Lancaster, PA 17603		
Site 15, Lancaster, PA 17603		Site 15, Lancaster, PA 17603		
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Site 100, Lancaster, PA 17603		Site 100, Lancaster, PA 17603		

ANTHONY P. SCHIMANECK
JOSELE CLEARY
ROBERT E. SISK
JASON M. HESS

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OF COUNSEL
WILLIAM C. CROSSWELL
RANDALL K. MILLER

March 14, 2024

VIA E-MAIL

Claudia N. Shank, Esquire
McNees Wallace & Nurick LLC
570 Lausch Lane
Suite 200
Lancaster, PA 17601-3057

Re: Final Land Development Plan for 1376 Campus Road – Phase 1
Our File No. 10221-1

Dear Claudia:

As requested, I reviewed the documents which you provided relating to the Final Land Development Plan for 1376 Campus Road – Phase 1 (the “Phase 1 Plan”). Since you forwarded the documents, 1376 Campus Road Associates, LLC (“Developer”) has indicated that it desires to somehow divide the Phase 1 Plan into two separate final plans. If this is done – and the current proposal to separate the Phase 1 Plan into “Phase 1” and “Phase 1A” is not acceptable – all of the documents will have to be revised. If Developer takes title to the land, the documents will have to be updated to reflect that ownership. The Phase 1 Plan must also be updated.

I have briefly reviewed the Land Development Agreement which you prepared, but there will need to be changes. If Developer is able to somehow divide the Phase 1 Plan, the amount of financial security in Paragraph 20 must change. Paragraph 21 concerning escrow for reimbursement of Township expenses must be revised to provide that when the escrow fund is depleted to \$2,500 it must be replenished. Exhibit B, Schedule of Plans, will have to be revised. Exhibit D must be revised to correct the references to the Agreement for the construction of the Campus Road Roundabout. Exhibit E, listing the fee in lieu of dedication of park and recreation land must be updated.

Neither the Declaration of Covenants and Restrictions for Campus Road, a Planned Community (the “Planned Community Declaration”) nor the Declaration of Condominium for 1376 Campus Road, a Condominium (the “Condominium Declaration”) identify the limits of the Planned Community, the limits of the Condominium or the limits of Condominium Unit 1 and Condominium Unit 2. I do not want to assume what is included in each, which makes reviewing the documents difficult.

The proposed Storm Water Management Agreement is inconsistent with the Planned Community Declaration and the Condominium Declaration. Paragraph 9 of the Storm Water Management Agreement states that the Planned Community Association will maintain storm water management facilities on Lots 3, 5, 6, 8, 10, 11 and 12 created by the Phase 1 Plan and the Condominium Association will maintain the storm water management facilities on Lots 1 and 9 created by the Phase 1 Plan. Section 2.2.2(b) of the Condominium Declaration states that storm water management facilities located on a unit are part of the unit unless designated as a common element. Section 4.2 of the Condominium Declaration identifies the common elements, and storm water management facilities are not included in that list. Section 6.3 of the Condominium Declaration states that after termination of the NPDES Permit “it shall be deemed that the Unit Owner of a unit with Stormwater Management Facilities agrees to and shall become responsible for compliance with the Stormwater Management Facilities’ permit terms and conditions, including long-term operation and maintenance of the PCSM BMPs located on their Unit”.

The Planned Community Declaration in the definition of “Condominium Unit 1” states that all improvements within the boundaries of Condominium Unit 1 including storm water management facilities are to be maintained by the Planned Community Association. Section 7.10.1 of the Planned Community Declaration states that storm water management facilities “serving the Community but located on Condominium Unit 2 shall be maintained by the owner of Condominium Unit 2”. Section 8.1.14 states that BMP 4, BMP 5, and BMP 7 serve the Community but are located on Condominium Unit 2.

Section 8.1.16 of the Planned Community Declaration states that the owner of “Condominium Unit 1 shall be solely responsible for the Maintenance of BMP-013, including the portions of BMP-013 located within the Community.” This is inconsistent with the definition of Condominium Unit 1 at Section 1.3.2(z) stating that the Planned Community Association will maintain the storm water management facilities within Condominium Unit 1.

The maintenance responsibility for all storm water management facilities must be clearly identified, and there must be consistency among the Storm Water Management Agreement, the Planned Community Declaration, the Condominium Declaration, and the notes on the Phase 1 Plan. The Township does not desire to be faced with the varying owners asserting that others are responsible for maintenance of storm water management facilities based on the inconsistencies between and among the documents.

The Agreement Providing for Grant of Conservation Easement at Paragraph 14 states that Developer will assign all rights, duties and obligations relating to Lots 1, 3, 5, 6, 8, 10, 11, and 12 to the Planned Community Association and relating to Lot 9 to the Condominium Association. Lot 9 contains floodplain areas which are subject to the Agreement Providing for Grant of Conservation Easement. See Sheet 30 of the Phase 1 Plan. The Condominium Declaration

identifies the common elements at Section 4.2, and the Conservation Easement is not a common element.

The Agreement Providing for Grant of Public Access and Trail Easement at Paragraph 6 states that Developer will transfer maintenance responsibilities for the portions of the trail located on Lots 3, 5, 6, 8, 10, 11, and 12 to the Planned Community Association and on Lot 9 to the Condominium Association. Section 4.2.2 of the Condominium Association does state that walking trails within the boundary of the Condominium are a common element. Section 6.1.3 of the Condominium Declaration does place responsibility for the walking trails on the Condominium Association. However, Section 7.2(e) of the Planned Community Declaration states that the walking trail within the Planned Community is to be maintained by the Planned Community Association “except for the portions of the Walking Trail located within the boundaries of Condominium Unit 1, which shall be maintained by the Condominium Association.”

As indicated above, we have not been provided with anything which identifies the boundaries of the Planned Community, the Condominium, Condominium Unit 1, or Condominium Unit 2. It is difficult to determine whether the various responsibilities concerning the walking trail are consistent with the Agreement Providing for Grant of Public Access and Trail Easement without knowing the boundaries.

I previously provided a plan note relating to Lot 1 and Lot 9. The first sentence of the plan note stated, “Lot 1 and Lot 9 created by this Plan contain the maximum number of dwelling units allowed.” The Developer now desires to somehow separate the apartment dwellings so that they are not being authorized by the Phase 1 Plan. The notes will have to be changed, but I cannot provide the appropriate language without knowing exactly what is possible. There will be a meeting among representatives of the Township and the Developer on March 14 to address the problems with the current proposal to divide the Phase 1 Plan into “Phase 1” and “Phase 1A”. Until it is determined what the Developer will do with the Phase 1 Plan and without knowing the boundaries of the Planned Community and the Condominium and its units, it is difficult to provide comprehensive comments in the Planned Community Declaration and the Condominium Declaration.

There are several other issues with each Declaration. I assume that the Developer is aware that not a single unit created by the Phase 1 Plan or shown on the Preliminary Plan will have a Campus Road address. The 1376 Campus Road address will be eliminated. It is, of course, up to the Developer if the Developer wishes to name the Condominium for a street address which will not exist or name a Planned Community for a street which no unit will directly access.

Section 3.2.1 of the Condominium Declaration states that the maximum number of units within the Condominium is 20. Lot 9 contains seven apartment buildings, and Lot 1 contains four apartment buildings. How are 20 units to be created?

Claudia N. Shank, Esquire
March 14, 2024
Page 4

Section 7.1.13 of the Condominium Declaration states that the owner of Condominium Unit 1 is solely responsible for the maintenance of BMP-13 whether located within the Condominium or the Planned Community. The Condominium Association has the right to maintain BMP-13 if the owner of Unit 1 fails to do so. It is inconsistent with the definition of Condominium Unit 1 in the Planned Community Declaration stating that the Planned Community Association will maintain storm water management facilities within the boundary of Unit 1 and in Section 7.2.A and with 7.2(a) of the Planned Community Declaration which states that the Planned Community Association will maintain the storm water management facilities in the Planned Community open space and easements.

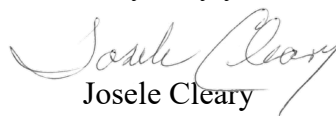
The Planned Community Declaration creates a flexible planned community. The convertible and withdrawal real estate is identified as:

ALL THAT CERTAIN piece, parcel or tract of land situate in Mount Joy Township, Lancaster County, Pennsylvania, more particularly bounded and described as the PC Real Estate on Exhibit A hereto, excepting thereout and therefrom Planned Community Phase 1, as more particularly depicted and described on the Plats and Plans attached hereto as Exhibit C.

I do not have sufficient information to determine what is potentially being excluded and whether the withdrawable or convertible real estate includes storm water management facilities, walking trails, or lands subject to the Agreement Providing for Grant of Conservation Easement.

I must reserve the right to make further comments to all of the documents if there are changes to the Phase 1 Plan. If you have any questions concerning these comments, please contact me.

Very truly yours,


Josele Cleary

JC:sle
MUN\10221-1(711)\240314\71

cc: Justin S. Evans, AICP, Community Development Director/Zoning Officer (via email)
Patricia J. Bailey, Secretary (via email)
Benjamin S. Craddock, P.E. (via email)

April 17, 2024

Justin Evans, AICP
Township Community Development Director/Zoning Officer
Mount Joy Township
8853 Elizabethtown Road
Elizabethtown, PA 17022

Via email: Justin@mtjoytp.org



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

Re: 1376 Campus Road
Final Subdivision and Land Development Plan – Phase 1A
Township Permit No. 21-17-PLDP
LCEC Project No: 25-100

Dear Mr. Evans,

We have received a final subdivision and land development plan submission from RGS Associates Inc. for the above-referenced project. The submission consisted of the following documents:

- Comment response letter dated April 2, 2024
- Final Subdivision and Land Development Plan revised March 28, 2024
- Lighting Plan revised March 26, 2024
- Lot Legal Descriptions (undated)
- Phase 1A Drainage Easement Legal Description (undated)
- Opinions of Probable Cost (Apartments, Single Family) revised April 1, 2024

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

Zoning Ordinance

1. The applicant shall enter into a recordable agreement with the Township providing for the permanent maintenance of the riparian corridor, in a form acceptable to the Township Solicitor (135-306.F).
2. The applicant shall enter into a recordable agreement with the Township providing for the permanent maintenance of the wetland area, in a form acceptable to the Township Solicitor (135-307.E).

Subdivision and Land Development Ordinance

3. All certificates shall be executed prior to final plan approval (119-35.E).
4. A land development agreement in a form acceptable to the Township Solicitor shall be executed (119-35.E(4)(f)).
5. A Stormwater Management Agreement and Declaration of Easement in a form acceptable to the Township Solicitor shall be executed and recorded (119-35.E(4)(c), 119-56.E & 113-62).

6. Financial security shall be provided in the amount of \$2,626,619.80 (Single-Family) and \$1,428,570.11 (Within Right-of-Way) prior to final plan approval (119-41 & 113-60.B).
7. The applicant shall continue to coordinate the roundabout design with the Township's traffic engineer and update the plans as necessary (119-52.K).
8. At their December 19, 2022, meeting, the Board of Supervisors approved a reduction of \$157,500.00 in the park and recreation fee-in-lieu of dedication; however, the total reduction shown on Sheet 2 of the plans in the Park & Recreation Notes and on the OPC dated March 13, 2024 is \$187,750.00 (119-61). This new total reduction amount shall be approved by the Board of Supervisors.
9. Recreational areas and facilities shall be provided (119-61). The minimum lot area which shall be dedicated is 3.78 acres (70 dwelling units x 0.054 acre per dwelling unit). The applicant has indicated the intent to provide a fee in lieu of dedicating park and open space. This fee (less the approved reduction) shall be computed and paid prior to approval of the final plan.

Stormwater Management Ordinance

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

Traffic

11. The proposed development is located within the Transportation Service Area established for the Mount Joy Township Traffic Impact Fee Ordinance. Therefore, the development shall be assessed a traffic impact fee based on the number of new P.M. peak hour trips generated by the development. Based on the 10th Edition of the ITE Trip Generation Manual, the calculation of this fee would be as follows:

$$72 \text{ new P.M. peak hour trips} \times \$1,766/\text{new P.M. peak hour trip} = \$127,152.00$$

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

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

Sincerely,



Benjamin S. Craddock, PE, President

LANCASTER CIVIL

cc: Patricia Bailey, Township Secretary (via email)
Josele Cleary, Esquire, Township Solicitor (via email)
Renee Addleman, Planner, LCPC (via email)
Christopher Lincoln, PE Traffic Planning & Design (via email)
Chris Venarchik, RLA, RGS Associates Inc. (via email)
Andy Miller, PE, Catalyst Commercial Development, LLC (via email)

**PROPOSED MOTION FOR THE
FINAL SUBDIVISION AND LAND DEVELOPMENT PLAN FOR
1376 CAMPUS ROAD – PHASE 1A
M.J.T.P.C. File # 22-15-FLDP**

I move that the Township Planning Commission grant approval of the Final Subdivision & Land Development Plan for 1376 Campus Road – Phase 1A (the “Plan”) prepared by RGS Associates, Drawing No. 2018D62-004, dated December 2, 2022, subject to the following conditions:

1. This approval shall supersede the prior approvals of the Final Subdivision & Land Development Plan for 1376 Campus Road – Phase 1 granted by the Planning Commission on January 23, 2023.
2. To the extent not otherwise provided in these conditions, Applicant shall address the comments of the Township Engineer’s review letter dated April 17, 2024.
3. Applicant shall submit the following fully executed agreements in a form acceptable to the Township Solicitor and in recordable form. Such Agreements, fully executed, shall be submitted and approved prior to the release of the final plan for recording:
 - a. Storm Water Management Agreement and Declaration of Easement
 - b. Agreement Providing for Grant of Conservation Easement (riparian corridor & wetlands)
 - c. Agreement Providing for Grant of Non-Motorized Trail Easement
4. Applicant shall submit declarations for the planned community(s) for review and approval by the Township Solicitor.
5. Applicant shall make a payment of \$115,000 to the Township for road improvements prior to release of the final plans for recording, consistent with the Declaration and First Amendment to the Declaration as recorded at Document Nos. 6547359 and 6553749, respectively. Alternatively, some or all of these funds may be put towards construction of the Campus Road roundabout as specified in a recorded Second Amendment of the Declaration and the Roundabout Agreement, which shall be in a form acceptable to the Township Solicitor.
6. In lieu of paying traffic impact fees for 69 new P.M. peak hour trips as required by Chapter 125 of the Code of Ordinances of the Township of Mount Joy, applicant shall enter into an agreement with the Township to seek a credit for the traffic impact fees in return for construction of the Campus Road roundabout as generally depicted on the plans. Applicant shall not at any time in the future seek return of such impact fees, or any earned accrued interest thereon, or authorize any successor to make such claim, whether or not the Township expends the traffic impact fees within the time limitations set forth in Act 209 of 1990, as amended, 53 P.S. §10501-A, et seq., expends the traffic impact fees for improvements set forth in the Transportation Capital Improvements Plan or for other road improvements not addressed in the Transportation Capital Improvements Plan or for road improvements to address existing deficiencies or for improvements (regardless of the percentage of the cost of improvements or the amount of the improvements paid for with traffic impact fees) to state highways. Applicant shall place a note on the final plan referencing this condition.

7. Applicant shall pay a fee-in-lieu of dedication of recreation land in accordance with §119-61, as modified by the Mount Joy Township Board of Supervisors. This fee shall be \$55,669 for Phase 1A (\$118,419 less the approved trail credit for Phase 1 of \$62,750) unless further modified by the Board of Supervisors. Applicant shall waive any right to request any refund of such fee is not expended within any required time period.
8. Applicant shall submit a fully executed Land Development Agreement, which shall be acceptable to the Township Solicitor. Said Agreement shall be submitted and approved prior to the release of the final plan for recording.
9. Applicant shall submit financial security to guarantee the proper installation of all improvements associated with this land development project prior to the release of the final plan for recording and shall be in a form acceptable to the Township Solicitor. The amount of said financial security shall be in the amount consistent with the construction cost opinion approved by the Township Engineer.
10. Applicant shall apply for and obtain all necessary permits prior to commencing any construction activities.
11. Applicant shall reimburse the Township for all reasonable engineering and legal fees incurred in the review of plans under the Subdivision and Land Development Ordinance, Storm Water Management Ordinance, and other governing ordinances; review or preparation of documentation required in connection with the development; review and approval of financial security and other documentation; inspection of improvements; and for other costs as set forth in these Conditions within 30 days after receipt of an invoice for such fees. If Applicant fails to pay such costs within 30 days after the date of a written invoice for such costs, Applicant shall be in violation of this Condition.

**ACCEPTANCE OF CONDITIONS UPON APPROVAL OF A
FINAL SUBDIVISION AND LAND DEVELOPMENT PLAN
IMPOSED BY THE PLANNING COMMISSION OF MOUNT JOY TOWNSHIP
FOR**

**1376 CAMPUS ROAD – PHASE 1A
M.J.T.P.C. File # 22-15-FLDP**

I have reviewed the conditions imposed by the Planning Commission of Mount Joy Township, Lancaster County, Pennsylvania, at the meeting on April 22, 2024, upon the approval of the Final Subdivision and Land Development Plan for 1376 Campus Road – Phase 1A (the “Plan”) prepared by RGS Associates, Drawing No. 2018D62-004, dated December 2, 2022. In my capacity as developer/developer's agent and being authorized to do so, and intending to be legally bound, I hereby accept the imposition of the conditions attached hereto as part of the approval of the above-described subdivision and/or land development project. I expressly waive any requirements of the Pennsylvania Municipalities Planning Code that the Township provide a section number of a governing ordinance, statute or regulation upon which such conditions are based and a description of the requirements which have not been met. To the extent that any condition is not based upon a specific requirement of a governing ordinance, statute or regulation, I expressly waive any right which I may have to challenge the imposition of such condition. If signing as developer’s agent, I expressly state that I have been authorized by developer to agree to the conditions imposed upon the approval of the above-described subdivision and/or land development application.

Date: _____

Signature

Printed Name

Title