



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

April 20, 2026 @ 7:00 p.m.

AGENDA

1. Call meeting to order, moment of silence and pledge of allegiance.
2. Roll call of the Supervisors.
3. Elizabethtown Public Library: Brandon Allen from the Elizabethtown Public Library to update the Board on the library.
4. Public Comment:
An opportunity for the public to make comments on items included or not included on the agenda. The Board requests each person to offer comments to state their name and address for the record. All remarks are to be limited to five minutes.
5. Old Business:
 - a. Chapter 88, Nuisances - Proposed Noise Ordinance
 - (1) Discussion on the recommendations being made by the Code Compliance Official on the proposed noise ordinance.
 - (2) Discussion on, and if appropriate, authorize the Township Solicitor to amend the draft ordinance of Chapter 88, Nuisances and advertise for enactment at the May 18, 2026 meeting.
6. Consent Calendar:
 - a. Approve and ratify the minutes of the March 16, 2026 meeting.
 - b. Approve payment of all bills via Bill List #6-2026 in the amount of \$166,709.93; Bill List #7-2026 in the amount of \$335,756.26; and ratify the payment of all payrolls for the period of March 19, 2026 through April 16, 2026 inclusive, in the amount of \$65,695.69 which represents three pay periods.
 - c. Municipal Records Manual: Adopt a resolution, whereby upon adoption, authorizing the disposition of certain records in accordance with the municipal records manual approved December 16, 2008 (as amended March 28, 2019).
 - d. ARPA Funds: Adopt a resolution, whereby upon adoption, authorizing and directing the Township Treasurer to immediately transfer \$7,888.90 from the American Rescue Plan Act fund as follows \$294.32 from Northwest Bank to Northwest Bank general Fund; and \$208.00 from PLIGT Class; and \$7,592.90 from PLIGT Prime and deposit in the PLIGT general Fund.
 - e. Municibid – Award Bid: Accept the high bid of \$5,100.00 from Arnold Roaker, 4308 Victory Blvd, Staten Island NY 10314 for the purchase of the 2009 F-250 truck that was sold on Municibid; and authorize the Township Manager to sign all necessary documents.
 - f. IES PA RE, LLC (Greiner Industries); 250163-SWMP-MAJ: Approve and sign the Agreement, to enable IES PA RE, LLC to construct certain improvements within Mount Joy Township Right

of Way and authorize the Township Solicitor to record the aforementioned document in/at the Lancaster County Courthouse.

- g. Lancaster Farm Sanctuary; 25-17-MSDP: Approve and sign the Agreement Providing For Grant of Conservation Easement and authorize the Township Solicitor to record the aforementioned document at the Lancaster County Courthouse contingent upon receiving executed documents,
- h. Bear Creek Estates: 24-23-FLDP: 1) Accept bond # CIC1973412 as issued by Capital Indemnity Corporation in the amount of \$930,435.92; and 2) Approve release Letter of Credit # 2320020148 in its' current amount of \$930,435.92, as issued by Univest Bank and Trust Company and 2) Accept bond # CIC1973412 as issued by Capital Indemnity Corporation in the amount of \$930,435.92 for the Bear Creek Estates Land Development Plan along Sheaffer Road and E. College Avenue.
- i. PA CVS Pharmacy LLC (Taco Bell) – 25-16-MSDP: Approve and sign the Riparian Buffer Conservation Easement and authorize the Township Solicitor to record the aforementioned document in at the Lancaster County Courthouse.

7. Lancaster County Hazard Mitigation Plan Adoption:

Discussion on and, if appropriate, a motion to enact a resolution to adopt the Lancaster County 2025 Hazard Mitigation Plan as the official Hazard Mitigation Plan of the Township.

8. GEARS Board Appointment:

Discussion on and, if appropriate, a motion to appoint Edward Myers to fill the vacancy on the GEARS Board for the Elected Official/Citizen Representative with a term expiring December 31, 2028.

9. Elizabethtown Area Water Authority – Board Membership:

Discussion on and, if appropriate, a motion pertaining to the request by EAWA to amend the makeup of the EAWA Board from it's current seven (7) members to six (6) members.

10. Sheetz-Elizabethtown (Veteran's Drive):

Discussion on and if appropriate, a motion pertaining to the request to grant a Transportation Impact Fee Credit for the Sheetz Land Development plan from the left turn lane at SR743-Veteran's Drive Intersection.

11. Trash/Recycling Collection Contract:

Discussion on the trash contracts that are set to expire and the options to go out for bid.

12. Parks – Food Trucks:

Discussion on and, if appropriate a motion to 1) authorize the Township Solicitor to prepare and advertise an ordinance for consideration at the May 18, 2026 meeting whereby, upon enactment, Chapter 90, Parks & Recreation is amended to allow up to two (2) food trucks per park per day; and 2) adopt a resolution whereby, upon adoption a non-refundable application fee is established for food trucks to be permitted within the parks.

13. Administrative staff reports:

14. Supervisor's reports and comments:

15. Reports: *Written – on file

Administrator*
Code Enforcement/Rental Inspections*

GEARS*
Mastersonville Fire Co.

Community Development Director
Elizabethtown Area Regional Emergency Management*
Elizabethtown Area Water Authority*
Elizabethtown Public Library
Elizabethtown Chamber of Commerce
Elizabethtown Regional Sewer Authority
Engineer
Fire Department Mount Joy

MESA*
Park and Recreation Board*
Planning Commission*
Public Works Department
Regional Police Department*
Rheems Fire Department Co.*
Sewage Enforcement Officer
Zoning Hearing Board*

16. Correspondence:

- a. Local Share Account Statewide (Potential Grant Funding for Future Projects)
- b. PSATS News Bulletin, March 2026; re: Monthly newsletter. (E-mailed to Supervisors 03-20-2026.)
- c. Email from PSATS, received March 20, 2026; 2026 Proposed Resolutions and Nominations Report. (E-mailed to supervisor's 3-24-2026).
- d. Letter from Mount Joy Borough Authority, received April 2, 2026; 2025 MJBA Consumer Confidence Report. (E-mailed to supervisor's 4-7-2026).
- e. Flyer from GEARS, received April 9, 2026; 2025 Annual Report.
- f. Email from Faith Kelleher from the County of Lancaster, received April 8, 2026; 2025 Lancaster County Planning Annual Report. (E-mailed to supervisor's 4-9-2026).
- g. Invitation from ECHO's, received April 11, 2026; 2026th Annual ECHOS of Hope Gala. (E-mailed to supervisor's 4-13-2026).

17. Other Business:

18. The next regular meeting of the Mount Joy Township Board of Supervisors is scheduled to be held on Monday, May 18, 2026, beginning at 7:00 P.M.
19. Adjournment.



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April 14, 2026

To: Mount Joy Township Board of Supervisors

From: Daniel Ford, Code Compliance Official

Subject: Proposed Noise Ordinance

After careful review, I am making the following recommended changes to the recently proposed Noise Ordinance for Mount Joy Township.

1.) Section 88-24 (B-4) Prohibited Acts

I recommend the removal of the words “snow blower.”

2.) Section 88-25 (C) Exemptions

I recommend changing this section to:

“a person(s) participating in a public activity such as a parade, festival or fair, customarily regulated and/ or sanctioned sporting events or a civil celebration, which produces plainly audible sounds shall not be in violation. The aforementioned public event shall include municipal; school or college sanctioned events held within the real property controlled by the person or entity and occurring between the hours of 8:00 am and 11:00 pm.”

3.) Section 88-25 (J) NEW

Barking or other noises made by dogs or other animals located in a kennel, veterinarian’s office or other similar place of business.”

3.) Chapter 52 (52-3 (C) Animal Ordinance

Change the definition of “Habitually” to “bark, howl, yelp, cry or make noise continuously and/or incessantly for a period of 10 minutes or makes intermittently for ½ hour or more.”

TOWNSHIP OF MOUNT JOY

Lancaster County, Pennsylvania

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MOUNT JOY TOWNSHIP CODE OF ORDINANCES, CHAPTER 88, NUISANCES, TO ADD A NEW ARTICLE III, NOISE, PROVIDING REGULATIONS GOVERNING AND PROHIBITING EXCESSIVE NOISE.

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 Mount Joy Township Code of Ordinances, Chapter 88, Nuisances, shall be amended by adding a new Article III, Noise, which shall provide as follows:

Article III

Noise

§88-21. Short Title.

This Article shall be known and may be cited as the Mount Joy Township Noise Ordinance.

§88-22. Intent and purpose.

The Board of Supervisors of Mount Joy Township, finding that excessive levels of sound are detrimental to the physical, mental and social well-being of the people as well as to their comfort, living conditions, general welfare and safety and being therefore a public health and welfare hazard, hereby declares it to be necessary to provide for the greater control and more effective regulation of excessive sound and the sources of excessive sound within the Township.

§88-23. Definitions.

The following words, terms and phrases when used in this chapter shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning. All terminology used in this chapter, not defined below, shall be in conformance with the applicable publications of the American National Standards Institute [ANSI S1.1 — 1960 (R1971) and its revisions] or its successor body.

CONSTRUCTION OPERATION

The erection, repair, renovation, demolition, or removal of any building or structure; and the excavation, filling, grading and regulation of lots in connection therewith.

EMERGENCY

Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage.

EMERGENCY WORK

Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

MUFFLER or SOUND DISSIPATIVE DEVICE

A device designed or used for decreasing or abating the level of sound escaping from an engine or machinery system.

NOISE

Any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

NOISE DISTURBANCE

Any sound which:

- A. Endangers or injures the safety or health of humans or animals; or
- B. Annoys or disturbs a reasonable person of normal sensitivities; or
- C. Endangers or injures personal or real property.

PERSON

Any individual, association, partnership, or corporation, and includes any officer, employee, department, agency, or instrumentality of a state or any political subdivision of a state. Whenever used in any clause prescribing and imposing a penalty, person includes the individual members, partners, officers and managers, or any of them, of partnerships and associations, and as to corporations, the officers and managers thereof or any of them.

POLICE DEPARTMENT

The Northwest Regional Lancaster County Police Department or any successor agency providing police protective services within the Township

POWERED MODEL VEHICLE

Any self-propelled airborne, waterborne, or landborne plane, vessel, or vehicle, which is not designed to carry persons, including but not limited to any model airplane, boat, car, or rocket.

PROPERTY LINE (BOUNDARY)

An imaginary line drawn through the points of contact of adjoining lands, apartments, condominiums, townhouses and duplexes owned, rented or leased by different persons, a demarcation or a line of separation of properties, and also, for any two or more buildings sharing common grounds, the line drawn midway between any two said buildings. All areas devoted to public right-of-way shall be deemed to be across the property line. For the purpose of this regulation, the property line includes all points on a plans formed by

projecting the property line in a manner deemed appropriate by the enforcing Township official or employee.

PUBLIC RIGHT-OF-WAY

Any street, avenue, boulevard, highway, sidewalk, alley or similar place which is owned or controlled by a governmental entity.

PUBLIC SPACE

Any real property or structures thereon which are owned or controlled by a governmental entity.

REAL PROPERTY

All land, whether publicly or privately owned, whether improved or not improved, with or without structures, exclusive of any areas devoted to public right-of-way.

SOUND

An oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium, or the superposition of such propagated oscillation which evokes an auditory sensation. The description of sound may include any characteristics of such sound, including duration, intensity, and frequency.

SOUND LEVEL

The weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B or C, as specified in American National Standards Institute specifications for sound level meters (ANSI S1.4-1971, or the latest revision thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.

TOWNSHIP

The Township of Mount Joy, Lancaster County, Pennsylvania.

ZONING DISTRICTS

The land use districts established by Chapter 135, Zoning, of the Code of the Township of Mount Joy and all subsequent amendments thereto.

§88-24 Prohibited acts.

- A. Noise disturbance prohibited. No person shall make, continue, or cause to be made or continued any noise disturbance, nor shall any person suffer, allow or permit any noise disturbance to be made or continued from or at any property, whether real or personal, that is subject to such person's right to control.
- B. Specific prohibitions. The following acts, and the causing thereof, are declared to be noise disturbances and therefore in violation of this article:
 - (1) Radios, television sets, musical instruments and similar devices. Operating, playing or permitting the operation or playing of any radio, television, phonograph, drum,

musical instrument, sound amplifier, automobile radio, automobile stereo or high fidelity equipment or similar device which produces, reproduces or amplifies sound:

- (a) At any time in such a manner as to cause a noise disturbance across a property line (boundary), or between the hours of 9:00 p.m. and 8:00 a.m. so as to be plainly audible across a property line (boundary); or
 - (b) In such a manner as to create a noise disturbance across a property line (boundary) or at 50 feet from such device, whichever is less, when the device is operated in or on a motor vehicle, or hand carried, on a public right-of-way or public space; or
 - (c) In such a manner as to create a noise disturbance to any person other than the operator of the device, when operated by any passenger or on common carrier.
- (2) Yelling and shouting, etc. Engaging in loud or raucous yelling, shouting, hooting, whistling or singing:
- (a) On the public streets between the hours of 9:00 p.m. and 8:00 a.m.; or
 - (b) At any time or place in such a manner as to create a noise disturbance.
- (3) Construction. Operating or permitting the operation of any tools or equipment used in construction operations, drilling, or demolition work:
- (a) Between the hours of 9:00 p.m. and 7:00 a.m. the following day on weekdays and Saturdays or at any time on Sundays or legal holidays, such that the sound therefrom creates a noise disturbance across a residential real property line (boundary), except for emergency work.
 - (b) This §88-24.B(3) shall not apply to the use of domestic power tools subject to §88-24.B(4).
- (4) Domestic power tools. Operating or permitting the operation of any mechanically powered saw, drill, sander, grinder, lawn or garden tool, snow blower, or similar device used outdoors in agricultural, rural and residential zoning districts between the hours of 9:00 p.m. and 7:00 a.m. so as to cause a noise disturbance across a residential property line (boundary).
- (5) Loading and unloading. Loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials, garbage cans, or similar objects between the hours of 9:00 p.m. and 7:00 a.m. the following day in such a manner as to cause a noise disturbance across a residential property line (boundary). This §88-24.B(5) shall not apply to municipal or utility services in or about the public right-of-way.

- (6) Animals and birds. Owning, possessing, harboring or controlling any animal or bird which howls, barks, meows, squawks, or makes other sounds continuously and/or incessantly for a period of 10 minutes or makes such noise intermittently for 1/2 hour or more to the disturbance of any person at any time of the day or night regardless of whether the animal or bird is situated in or upon private property; provided, however, that at the time the animal or bird is making such noise, no person is trespassing or threatening to trespass upon private property in or upon which the animal or bird is situated nor is there any other legitimate cause which justifiably provoked the animal or bird.
- (7) Powered model vehicles. Operating or permitting the operation of powered model vehicles so as to create a noise disturbance across a residential property line (boundary) between the hours of 9:00 p.m. and 8:00 a.m.
- (8) Tampering. The following acts or the causing thereof are prohibited:
 - (a) The removal or rendering inoperative by any person other than for the purposes of maintenance, repair or replacement, of any muffler or sound dissipative device or element of design or noise label of any product.
 - (b) The intentional moving or rendering inaccurate or inoperative of any sound monitoring instrument or device positioned by or for Mount Joy Township, provided such device or the immediate area is clearly labeled in accordance with noise control regulations, to warn of the potential illegality.
 - (c) The use of a product which has had a muffler or sound dissipative device or element of design or noise label removed or rendered inoperative, with knowledge that such action has occurred.
- (9) Vehicle, motorboat, or aircraft repairs and testing. Repairing, rebuilding, or testing any motor vehicle, motor cycle, motorboat, or aircraft in such a manner as to cause a noise disturbance across a residential real property line (boundary).

C. Motor vehicle prohibitions.

- (1) Motor vehicles and motorcycles on public rights-of-way. No person shall operate or cause to be operated a public or private motor vehicle or motorcycle, or any equipment attached to such a vehicle, on a public right-of-way at any time in such a manner that the sound level emitted by the motor vehicle or motorcycle, or any equipment attached to such a vehicle, exceeds the level set forth in Title 67, Chapter 157, of the Pennsylvania Department of Transportation Regulations (Established Sound Levels) or any amendments thereto.
- (2) Standing motor vehicles. No person shall operate or permit the operation of any motor vehicle or any auxiliary equipment attached to such a vehicle, for a period longer than 15 minutes in any hour while the vehicle is stationary, for reasons other

than traffic congestion, anywhere within 150 feet of any residence in such a manner as to cause a noise disturbance across a residential property line (boundary).

- (3) Unnecessary horn blowing. No person shall at any time sound the horn or other warning device of a vehicle except when absolutely necessary as a warning while actually driving such vehicle.
 - (4) Sound trucks. No person shall, at any time between the hours of 9:00 p.m. and 7:00 a.m. the following day on weekdays and Saturdays, or at any time on Sundays or legal holidays, operate sound amplifying equipment mounted on or attached to any motor vehicle.
- D. Prima facie violation. The noise from any of the aforesaid prohibited acts that disturbs two or more residents who are in general agreement as to the times and durations of the noise and who reside in separate residences (including apartments and condominiums) located across a property line (boundary) from the property on which the source of the noise is generated shall be prima facie evidence of a noise disturbance.

§88-25. Exemptions.

The following sounds are exempted from the provisions of this article:

- A. Amplified announcements. Electronically amplified announcements at athletic events.
- B. Blasting. Blasting which is performed in accordance with all applicable laws and regulations.
- C. Concerts, etc. Band concerts, block parties, church carnivals, or other performances or similar activities publicly or privately sponsored and presented in any public or private space outdoors shall be exempt from the provisions of this chapter, provided such activities do not occur between the hours of 11:00 p.m. and 8:00 a.m.
- D. Emergency work. Sounds caused by the performance of emergency work or by the ordinary and accepted use of emergency apparatus and equipment.
- E. Municipal and utility services. Sounds resulting from the repair or replacement of any municipal or utility installation in or about the public right-of-way.
- F. School and public activities. Sounds not electronically amplified, created by organized school related programs, activities, athletic and entertainment events, or other public programs, activities or events, other than motor vehicle racing events.
- G. Warning devices. Sounds made by warning devices operating continuously for three minutes or less, except in the event of an actual emergency, shall not apply.
- H. Agricultural activities. Sounds resulting from agricultural operations protected from nuisance suits by Act No. 1982-133.

I. Fire/burglar alarms. Sounds made by fire and burglar alarms operating continuously for 10 minutes or less.

§88-26. Enforcement.

This article may be enforced by any police officer of the Police Department or any duly appointed code enforcement officer of the Township.

§88-27. Violations and penalties.

For each violation of the provisions of this article, any person who commits, takes part in, or assists in any such violation shall be liable, upon conviction thereof in a summary proceeding, to pay a fine of not less than \$200 nor more than \$1,000 for each offense, together with the costs of prosecution. Each day or portion thereof in which a violation exists shall be considered a separate violation of this article, and each section of this article which is violated shall be considered a separate violation.

Section 2. All other sections, parts and provisions of the Mount Joy Township Code of Ordinances 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 from and after its enactment as provided by law.

DULY ORDAINED AND ENACTED this _____ day of _____, 2026, 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]



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Minutes of the Regular Meeting of the Mount Joy Township Board of Supervisors on March 16, 2026

1. Debra E. Dupler, Chairperson, called the meeting to order at 7:08 P.M. at the Elizabethtown Area Middle School Auditorium at 600 E. High Street, Elizabethtown, PA 17022.
2. Roll call: Present – Kevin M. Baker, Debra E. Dupler, Delmar J. Oberholtzer, David W. Sweigart, III and H. William Weik.
3. The Board of Supervisors held an Executive Session on March 10, 2026 to discuss personnel issues and prior to tonight's meeting to discuss legal issues. Any official action to be taken based upon discussion held during the Executive Sessions will occur at an open public meeting.
4. Calendar Year 2025 Financial Audit:

Philip O. Rudy and Shawn Carl, White, Rudy, LLC will be in attendance to present the 2025 Financial Audit. Discussion on and, if appropriate, a motion to approve the Calendar Year 2025 Township Audit.

Phil Rudy was in attendance to go over the annual audit. He praised the work of the treasurer in keeping very good records and managing the Township finances. Shawn Carl was also in attendance from White Rudy to report that 76% of the revenue is from permits and the remainder is from real estate taxes. The general fund had \$6,194,000.00, which was \$840,000.00 higher than the budget. The majority of the funds go to the Polie department and the township employee's salaries. Mr. Rudy also said that he does not include the pension plan and that the Township is in great shape. He asked for the approval of the audit.

A motion was made by David W. Sweigart III and seconded by Delmar J. Oberholtzer to approve the Calendar year 2025 financial audit. All members present voted in favor.

5. Public Comment:

Josele Cleary, Township Solicitor, opened public comment by stating that everyone would be limited to 5 minutes, and the public comment does not include the Traditions of America public hearing. Debra E. Dupler also stated that everyone needs to direct their comments to the Board of Supervisors and not anyone else.

Claudia Shenk, Esquire for Elizabethtown Crossings stated that she had put their plans on the table out front for everyone to look at. She said this area has been looked at for development since 2009. Catalyst has spent a lot of time assessing the land. There is significant rock, slopes, and wetlands. She stated the warehouses would be 225,000 SF on the East and West sides of Hershey Road. There will be a new traffic signal, new job opportunities and she requests the Board of Supervisor to adopt the text amendment in it's entirety except for the 1.5 parking space change.

Theja Hofstetter stated the land for Elizabethtown crossing plans is marked as a conservation area on the map and is designated as green space. She said this land development would compete with the

businesses already established in Elizabethtown. She is worried about the sewer and water capacity and says no to the project.

Dan Tracy said do not consider the rezoning request for Elizabethtown Crossings. He also stated that the noise ordinance can be tricky because noise levels travel differently and special exceptions will arise.

Danielle Lindemuth thanked the board for taking their time to make a decision for Elizabethtown Crossing. She agrees it is time to do something in that area, just not this project. The warehouses are concerning and the developer is asking for too many exceptions, she said they are not respecting the community. She would like to see something put there that would benefit the community.

Randy Stevens says just say no. Traffic is already gridlocked in that area and it is a nightmare.

Lawrence Witters said traffic is horrendous and we haven't felt the impact of the new developments yet. Says we do not need a new hotel and no reason to build in that area.

Dave Miller said there is a hotel in Rheems already that no one uses and traffic is already a nightmare. He said every shop in Elizabethtown will close up. He wants a 2-year break on rezoning requests.

Sam Wood stated he lives in Elizabethtown Borough and said that 5 extra semi-trucks an hour is 120 trucks per day and he does not believe the traffic study that was done. He said this is a tight knit community and does not want the project.

Paul Rampulla said he is a building inspector and that after the warehouses are built, the truck drivers will use any road they wish, they will not stay on designated routes. He's worried about the water runoff. He said the Township will hear a lot of complaints.

Aaron Showalter said we do not need more people in the school district and busing the current kids is a nightmare. He wants the kids to get the education they deserve. He does not want the community to turn into a junk yard, and the infrastructure cannot handle it. Traffic is ridiculous.

Karen Hampton moved here 22 years ago. She said her spot is quiet, peaceful and that will change if Elizabethtown Crossings is approved. She is concerned about the deer and fireflies and that it is too late once it is done.

Nick Sieber said there are many vacant warehouses already in the area and he is against the project.

Joann Drumheller said people can't afford the new homes and there are many homeless people as it is now. She would like a development to put veterans in homes.

Calvin Brackbill lives next to where the warehouses are going to be built and that lower taxes are the only benefit. He wants the developer to go back to the drawing board and submit a better plan. He is against the project.

Kristi Shellhmmmer lives where the project is going. She is not for it or against it. She just needs a timeline of when she would have to find a new place to live.

Donna Coble agrees with everyone else and is against the project. She thinks we need 6-8 years to see the impact of all the new housing developments. Traffic is terrible and she doesn't think MESA can handle the amount of people.

Deborah Deis said the concept does not make sense and that warehouse workers are hard to find.

Bobbi Thompson said the impact is going to be felt and that one person's peace is not the same as the next person. Some people's peace is the quiet neighborhood while others peace may be loud cities. She is against the project.

Carl Drumheller said that the Board of Supervisors is an elected position and that at the next election, they may be gone because of all the new land development.

Claudia Shenk said that Catalyst has been transparent and many comments made tonight will be addressed. She stated that the Mount Joy Township Planning Commission and the Lancaster County Planning Commission have both recommended the text amendment be approved.

Michael McKinne has environmental concerns, and the area is full of species not consistent with the building of warehouses. He likes the neighborhood type character.

Tyler Case said that the residents are not asking for exceptions and there is already an impact on the infrastructure. The water supply will dry up, and we should hold up and wait.

Michelle Kennedy asked why the developer can't just build the way the ordinance is written. That the community will back staying small. No more exceptions and follow the ordinance.

Debra E. Dupler ended the public comment.

6. Old Business:

- a. Elizabethtown Crossings – Petition to Amend Zoning Ordinance (Chapter 13A discussion was held on the petition to amend the zoning ordinance. Ms. Dupler explained that the traffic light at Beverly Road that people are concerned about is a Penn DOT Road and that the board has already spoken with state legislature about it. She also stated that the board does not pad their pockets with money and they do not get paid for the hours of work they put in.

Mr. Sweigart stated that this is a community service board. He also stated that the board did table the Elizabethtown Crossing decision last month after all of the public comments. He said the Township needs tax revenue and the best way to do that is commercial. He would like the project to be approved with the ordinance revisions.

Mr. Weik agrees with Mr. Sweigart.

Mr. Oberholtzer said that a lot of people make a right hand turn at the traffic light at Turkey Hill. The Buckingham Boulevard connector road will help with the congestion.

Mr. Baker stated that the landfill is closing this year and the Township needs new revenue.

A motion was made by Delmar J. Oberholtzer and seconded by H. William Weik to enact Ordinance No. 353-2026 whereby the Code of Ordinances of the Township of Mount Joy, Chapter 135, Zoning, is amended as follows: to define a Planned Mixed-Use Development, to permit Planned Mixed-Use Developments by Special Exception in the Mixed-Use Zoning District, to increase the maximum impervious coverage for apartment houses within Planned Mixed-Use Developments in the Mixed Use District, to increase the maximum building height for Planned Mixed-Use Developments in the Mixed Use District, to modify the specific criteria for apartment houses and townhouses in a Planned Mixed-Use Development, to establish specific criteria for the construction of a Planned Mixed-Use Development, and to clarify that any future extension of Buckingham Boulevard will be classified as a collector street; it was also moved to amend the Zoning Ordinance requested by Elizabethtown Crossing Associates, LLC to delete Section 13 concerning off-street parking. All members present voted in favor of the motion.

7. Chapter 135 – Traditions of America - Zoning Ordinance Amendment:

a. Presentation by Traditions of America:

David Biddison, owner of Traditions of America, was present and talked about the 55+ community and is requesting a reduction of the number of homes to be built. This would be ½ of the houses permitted. He stated there would be only single-family homes, no townhouses or apartments.

Tim McCarthy had a slideshow of the development. He said the development will be 1-2 person homes; it's good project for the township and is located on the edge of the township and in an urban growth area. There will also be no kids added to the school district.

b. Ms. Dupler opened the public hearing.

Ms. Cleary stated the public hearing is for comment. There will be no witnesses and no cross examinations. Everyone is to address the Board of Supervisors and not each other. And to treat everyone with courtesy.

Nick Sieber said that Lancaster County has some of the most fertile soil in the country. The farmland feeds families through eggs, beef, pork etc. He said farmland is being bought up at a rapid pace and that farming is our heritage.

Bruce Heigh said that Traditions of America came unprepared. He said there is 30% of the land that is undevelopable and they did not read the ordinance and even though it is advertised as a 55+ community, it allows minor children to live there. He said stormwater is the biggest issue and when it rains, the water goes down into Mount Joy Borough, which cannot accept any more storm water. He wants the project to be put on hold.

Josh Deering stated he is on the Mount Joy Borough Planning Commission, and he is not opposed to growth, but it needs to slow down. He wants to see the outcome of the projects impact that is already in progress. The roads in the proposed development are too narrow and there is no on street parking. He also stated that the Lancaster County Planning Commission recommended denying this project.

Karl Dirks lives across the street and says that Lancaster County was built on Agriculture and nearly 1.8 million acres of farmland is lost annually. 12% of the workforce is in agriculture and 99% of farms are family owned. The more that gets developed, the more land gets lost. The infrastructure is also a concern for him. He thanked everyone for their hard work and support.

Randy Stevens said he likes where he lives and does not want to see it change. He said there is so much diversity and does not want to give that up.

Dan Tracy apologized for the outburst from earlier. He said everyone wants to move here and we need tax revenue, but we do not need this project. He said to deny the petition.

Carol Hess said to develop it into something useful and protect the farmers.

Ethan Snyder enjoys the agriculture he has grown up with. Traffic will be terrible for the Amish, and the fire department and EMS will be an issue getting to the residents. The water run off is terrible and he asked to reduce the number of homes being built.

Megan Howell lives across the street and would like a reduction of the number of homes to be built. She said it sounds like a good idea, but she is worried about the infrastructure. Traffic is a problem and they will need to look at improving the intersection from Snyder Road and Main Street.

Michael McKinne stated that this will remove money from the township and it should be left as farmland.

Darrell Martin said the township has seen a lot of growth and the infrastructure cannot handle it. The roads are terrible and in bad shape and he is against the project.

Danielle Lindemuth said to stop developing and to slow down and do not continue to build.

Theia Hofstetter stated that the senior living project is not affordable to most people, the traffic is terrible and she says no to the project.

Gary Luft agrees with everyone else. The variances are not legitimate and the exceptions they are asking for are crazy. He said the 55+ community is beautiful, but it is not for this area.

Jim Anton agrees with everyone except he doesn't believe that they will only be inhabited by 1-2 people. He said that many families are multigenerational and everyone lives with their parents.

Abner Martin's property adjoins to the proposed project. He said stormwater is an issue. The NE corner would drain into the diversion ditch that was just rebuilt. Traffic is also a concern.

Chris Trave lives in Florin Hills, and his house is on the edge of Phase 3. He said the right stormwater plan needs to be put in place. He says to put the brakes on and take some time to think about it.

Leonard Hoffer has lived here since 1986 and says the rainwater is a problem and he would not recommend this project.

Jason Martin is against the project and said when the farmland is gone, it's gone forever.

Donna Coble said she is disappointed in the earlier vote and agrees not to push this project through. She said no one in our area can afford these homes and she does not want people from other places to move here.

A motion was made by David W. Sweigart III and seconded by Delmar J. Oberholtzer to close the public hearing. All members present voted in favor.

- c. Mr. Baker stated that he has driven through the Lititz location, and he does not believe the concept will work for the Township.

Mr. Sweigart said that the people who sell the farms are farmers, and we do need to save the farmland. He has concerns with the density of the project. The Township would not need to take dedication of the roads in the development.

Mr. Oberholtzer said the location in Warwick Township is beautiful, but the streets are too small and narrow.

A motion was made by David W. Sweigart III and seconded by Delmar J. Oberholtzer to deny the Petition to Rezone and Text Amendment requested by Traditions of America to amend Mount Joy Township Zoning Ordinance of 2012; Article XXVI, Section 135-352, Active-Adult Community Design Options, to modify Minimum Density, building setback, and vehicular circulation standards; Article XXV, Section 135-343, minimum off-street parking requirements, to establish parking standards for certain Active-Adult communities is amended; and to amend the Official Zoning Map of Mount Joy Township to rezone approximately 85 acres of land identified as Tax Map Parcel Nos. 461-78979-0-0000 and 461-06116-0-0000 located along Snyder Road from Agricultural District (A) to Low Density Residential District (R-1). All members present voted in favor of denying the request.

8. Consent Calendar:

- a. Approve and ratify the minutes of the February 16, 2026 meeting.
- b. Approve payment of all bills via Bill List #4-2026 in the amount of \$91,176.98; in the amount of \$397,780.71; and ratify the payment of all payrolls for the period of February 6, 2026 through March 5, 2026 inclusive, in the amount of \$43,101.71 which represents two pay periods.
- c. Personnel: Approve a wage increase for Tracey M. Weaver, Township Treasurer/Human Resources Coordinator effective March 1, 2026 as per the Board of Supervisors executive session held on February 24, 2026.
- d. Personnel – Codes Compliance Official: Adopt Resolution No. 06-2026 whereby Codes Compliance Job Description in the Mount Joy Township Personnel Handbook, Policies and Procedures, dated December 21, 2015, is amended.
- e. Lancaster County Conservancy – Letter of Support: Approval of a letter of support for the Lancaster Conservancy’s Grant application for funding through DCNR for the acquisition and preservation of an 18-acre tract of land known as the Shaw Addition, which will expand the existing Shaw Family Nature Preserve located adjacent to the Conewago Recreational Trail in Mount Joy Township.
- f. Lancaster County Drug Enforcement Task Force – 2026 Invoice: Authorize payment of an invoice dated March 6, 2026, in the amount of \$10,721.00 to the Lancaster County Drug Enforcement Task Force.
- g. 1376 Campus Road (Klein Mills), Phase 1 A (Shared) 22-15-FLDP; Phase 1A (SFD) 22-15-FLDP; Phase 2 (Shared) 24-20-FLDP; and Phase 2 (SFD) 24-20-FLDP: Approve release of letters of credit posted as financial security for the Klein Mill/1376 Campus Road plans when substitute financial security in the following amounts and in forms acceptable to the Township Solicitor are received: (1) Final Subdivision & Land Development Plan for 1376 Campus Road Phase 1A, recorded at Document No. 2024-0333-J, issued by Peoples Bank, a division of Orrstown Bank, Letter of Credit No. 6000023066, with a balance of \$176,230.29; (2) Final Subdivision & Land Development Plan for 1376 Campus Road Phase 1B, recorded at Document No. 2024-0555-J, issued by Peoples Bank, a division of Orrstown Bank, Letter of Credit No. 6000023009, with a balance of \$674,895.31; (3) Final Subdivision & Land Development Plan for 1376 Campus Road Phase 2 recorded at Document No. 2025-0763-J, issued by Orrstown Bank, Letter of Credit No. 25-06, with a balance of \$149,427.91; (4) Final Subdivision & Land Development Plan for 1376 Campus Road Phase 2 recorded at Document No. 2025-0763-J, issued by Orrstown Bank, Letter of Credit No. 25-07, with a balance of \$132,829.11.
- h. Sheetz, Inc.; 24-22-FLDP: Authorize the signing of the Deed of Right-of-Way and Easement between Mount Calvary Church of Elizabethtown, Township of Mount Joy and Sheetz, Inc. for the Sheetz land development plan and authorize the Township Solicitor to record the aforementioned document in/at the Lancaster County Courthouse.
- i. IES PA RE LLC (Greiner Industries); 250163-SWMP-MAJ: Authorize the execution of the Co-Applicant Agreement for a Highway Occupancy Permit for Enclosed Surface Storm Water Facilities for the former Greiner Industries creation of additional storage space located on Steel Way Drive.
- j. Beiler Properties, LLC; 240065-SWMP-MAJ: Accept, approve and sign the Escrow Agreement in the amount of \$22,986.70 to guarantee the proper installation of all improvements, excluding public sewer and public water facilities, associated with the Beiler stormwater management plan for property at 1675 Harrisburg Ave.

- k. Beiler Properties, LLC; 240065-SWMP-MAJ: Approve and sign the Stormwater Management Agreement and Declaration of Easement and authorize the Township Solicitor to record the aforementioned document in/at the Lancaster County Courthouse.
- l. Brandt, Adam J.; 25-13-MLDP: Accept Letter of Credit #2901134562, in the amount of \$149,606.15, as issued by First Citizens Community Bank to guarantee the proper installation of all improvements, excluding public sewer and public water facilities, associated with the Brandt land development plan located along Elizabethtown Road.
- m. Brandt, Adam J.; 25-13-MLDP: Approve and sign the Stormwater Management Agreement and Declaration of Easement and authorize the Township Solicitor to record the aforementioned document in/at the Lancaster County Courthouse.
- n. Martin, Abner; 230047-SWMP-MAJ: Approve a release in Escrow from its current amount of \$2,211.35 to guarantee the proper installation of all improvements excluding public sewer and public water facilities, associated with the Martin stormwater management plan located at 541 Snyder Road.
- o. Lancaster Seed; 25-07-FLDP: Approve and sign the Escrow Agreement in the amount of \$115,901.60 whereby the escrow funds will be held by First Citizens Community Bank, to guarantee the proper installation of all improvements, excluding public sewer and public water facilities, associated with the Lancaster Seed land development plan at 2914 Homestead Road.
- p. Lancaster Seed; 25-07-FLDP: Approve and sign the Stormwater Management Agreement and Declaration of Easement and the Agreement Providing for Grant of Conservation Easement and authorize the Township Solicitor to record the aforementioned document in/at the Lancaster County Courthouse.
- q. Bailey Family Limited Partnership; 25-14-MSDP: Approve and sign the Deferred Improvements Agreement and the Agreement Providing for Grant of Public Right-of-Way and authorize the Township Solicitor to record the aforementioned document in/at the Lancaster County Courthouse.

A motion was made by David W. Sweigart III and seconded by Kevin M. Baker to approve A-Q of the Consent Calendar. All members present voted in favor.

9. Chapter 88, Nuisances – Proposed Noise Ordinance:

Dan Ford, Codes Compliance Official, was in attendance to discuss the proposed draft ordinance and some possible changes. He said that this is a tool in the box for the Police Department as they will be the ones to enforce the noise ordinance. He said firing ranges may be an issue with night-time shooting. Mr. Oberholtzer said there was a previous discussion held about the shooting range at Milton Grove. Ms. Cleary stated that there are state laws for shooting ranges when it comes to training etc. Ms. Dupler stated that the training academy has night-time training as well. Mr. Weik said yes, because it is very loud behind his house. Mr. Baker stated that there is nothing going on at Milton Grove overnight. Ms. Cleary stated that the state will tell you that they are permitted to have overnight training. Chief Mike Bryant of the Northwest Regional Lancaster County Police Department said the Police Department has had no issues enforcing a noise ordinance in West Donegal Township, Mr. Baker said that we need a noise ordinance because there have been many complaints in recent years. Mr. Ford said it's needed also because of all the new developments and the houses being on top of each other. He also said there are two different dog barking ordinances, and these are different from a noise ordinance. Chief Bryant said that dealing with dog calls is difficult because of the way the noise ordinance is written. Ms. Dupler asked how our noise ordinance would work with the Playful Pups or at dog parks. Dan Ford said the noise ordinance

would be enforced mostly at night and it would be up to the Police Department to issue citations. Mr. Sweigart III asked if there is exceptions for Agriculture which Mr. Ford confirmed. Ms. Dupler asked if there are just the two modifications. Mr. Ford stated there are 3. Concerts, bands, block parties, and any public events would be allowed until 11 p.m. He thinks 11 p.m. is too late for private events. Mr. Baker asked if there were any issues with West Donegal since we would be modeling ours after theirs. Ms. Dupler proposed the noise ordinance be tabled until the next meeting. Mr. Ford agreed and said we can look at the April meeting.

A motion was made by David W. Sweigart III and seconded by Kevin M. Baker to table the noise ordinance to the April 20, 2026 meeting. All members present voted in favor.

10. Old Trolley Line Park – Grant Administration:

A motion was made by David W. Sweigart, III and seconded by Kevin M. Baker to authorize the Chairperson to execute a proposal, dated February 23, 2026 from YSM Landscape Architects, 19 Sout Newberry Street, York, PA 17401, in the amount of \$75,600.00 for the design, permitting and administration of the grants received from DCNR as well as the grant from the Greenway, Trails and Recreation Program through the Commonwealth Financial Authority. All members present voted in favor of the motion.

11. GEARS Funding Agreement:

Discussion on and, if appropriate, a motion to authorize the Chairperson to execute the Funding Agreement between the Greater Elizabethtown Recreation and Community Services (GEARS), Elizabethtown Borough, the Township of Mount Joy, the Township of West Donegal, and the Township of East Donegal retroactive to January 1, 2026 through December 31, 2030.

Matthew J. Mandia, Township Manager, said all municipalities involved agree to this review for a budget request with a unanimous vote. Mr. Oberholtzer said that it used to be 20% and the new formula will keep the amount per year lower.

A motion was made by Kevin M. Baker and seconded by Delmar J. Oberholtzer to authorize the Chairperson to execute the Funding Agreement between the Greater Elizabethtown Recreation and Community Services (GEARS), Elizabethtown Borough, the Township of Mount Joy, the Township of West Donegal, and the Township of East Donegal retroactive to January 1, 2026 through December 31, 2030. All members present voted in favor of the motion.

12. Planning Commission Vacancy:

Discussion on and, if appropriate, a motion to fill the vacancy on the Planning Commission with a term expiring December 31, 2027.

A motion was made by Delmar J. Oberholtzer and seconded by David W. Sweigart to appoint Lynn Royer to the Planning Commission with a term expiring December 31, 2027; and to keep Carol Hess's application on file. All members present voted in favor of the motion.

13. Award Bids: 2026 Road Materials:

A motion was made by Kevin M. Baker and seconded by David W. Sweigart, III to **1)** award bid to Pennsy Supply, 2400 Thea Drive, Suite 3A, Harrisburg, PA 17110 in the amount of \$115,402.50 for SuperPave Wearing and Binder course material with material coming from the Rheems Plant' and **2)** award bid to R.E. Pierson Materials, 5 Heisey Quarry Road, Elizabethtown, PA 17022, in the amount of \$32,000.00 for the stone with material coming from the Rheems Plant. All members present voted in favor of the motion.

14. Award Bids: 2026 Road Improvement Projects:

A motion was made by David W. Sweigart III and seconded by Kevin M. Baker to 1) award a bid to Pennsy Supply, Inc., 2400 Thea Drive, Suite 3A, Harrisburg, PA 17110, in the amount of \$291,043.10 for the 2026 paving of Aberdeen Road and Parkview Drive; and 2) award a bid to Martin Paving, Inc., 531 East 28th Division Highway, Lititz, PA 17543, in the amount of \$304,637.76 for the 2026 Seal Coating for various street locations. All members present voted in favor of the motion.

15. Administrative staff reports:

Mr. Mandia recognized Tracey Weaver, Township Treasurer, for doing the audit and doing it well. He also thanked the Elizabethtown School District for allowing us to have the meeting in their auditorium.

16. Supervisor's reports and comments

Mr. Oberholtzer mentioned there is a vacancy on the GEARS board and they meet every 3rd Tuesday of the month.

Mr. Sweigart mentioned there is no stop sign coming out of Klein Mills.

17. Reports: *Written – on file

Administrator*- Manager's Report for February 2026
Code Enforcement/Rental Inspections*- January 2026 Report
MESA*- Meeting Minutes for December 2025 and Report for January 2026
Community Development Director - None
Milanof-Schock Library* - Report for January 2026
Elizabethtown Area Water Authority* - Meeting minutes for January 2026
Park and Recreation Board* - Meeting Minutes for January 2026
Planning Commission* - Meeting Minutes for December 2025
Elizabethtown Chamber of Commerce - None
Public Works Department* - Report for February 2026
Elizabethtown Regional Sewer Authority*- Meeting Minutes for December 2025
Regional Police Department* - Meeting Minutes for December 2025
Engineer - None
Rheems Fire Department Co.* - Report for January 2026
Fire Department Mount Joy - None
Sewage Enforcement Officer – None
Friendship Fire & Hose Co.* - Report for January 2026
Zoning Hearing Board* – Report for January/February 2026
GEARS* - Meeting Minutes from December 2025
Zoning Officer - Permits* - Report for January 2026

18. Correspondence:

- a. E-mail from PSATS, received February 18, 2026; re: Free Workshop: Utility Scale Solar & Local Impact. (E-mailed to Supervisors 2-18-2026.)
- b. PSATS News Bulletin, February 2026; re: Monthly newsletter. (E-mailed to Supervisors 02-23-2026.)
- c. Letter from Christopher C. Flad, PE, District Traffic Engineer with PennDOT, dated February 27, 2026; re: Mount Gretna Road, Safety Study. (E-mailed to Supervisors 3-5-2026.)

- d. E-mail from Bruce Haigh, Mount Joy Borough Council, received March 12, 2026; re: Traditions of America public hearing. (E-mailed to Supervisors 3-12-2026.)
- e. Letter from Denise Grove, Executive Director, Elizabethtown Area Chamber of Commerce, dated March 2026: re: Information on the Foundation for Free Enterprise Education (FFEE). (E-mailed to Supervisors 3-12-2026,)

19. Other Business:

Delmar J. Oberholtzer thanked everyone for coming out for the meeting.

- 20. The next regular meeting of the Mount Joy Township Board of Supervisors is scheduled to be held on Monday, April 20, 2026, beginning at 7:00 P.M.
- 21. A motion was made by David W. Sweigart, III and seconded by Kevin M. Baker to adjourn the meeting at 10:00 p.m. All members present voted in favor.

Respectfully Submitted,



Patricia J. Bailey
Secretary/Mount Joy Township

TOWNSHIP OF MOUNT JOY

Lancaster County, Pennsylvania

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF MOUNT JOY AUTHORIZING THE DISPOSITION OF CERTAIN RECORDS IN ACCORDANCE WITH THE MUNICIPAL RECORDS MANUAL APPROVED DECEMBER 16, 2008 (AS AMENDED MARCH 28, 2019).

WHEREAS, by virtue of Resolution No. 14-2009, adopted July 20th, 2009, the Township of Mount Joy declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved December 16, 2008 (as amended March 28, 2019); and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Township of Mount Joy, Lancaster County, Pennsylvania, as follows:

Section 1. In accordance with the above cited Municipal Records Manual, the Board of Supervisors of Mount Joy Township hereby authorizes the disposition of the public records as set forth on the attached "Exhibit A".

Section 2. The provisions of this Resolution are severable, and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Resolution. It is hereby declared to be the intent of the Board of Supervisors that this Resolution would have been adopted if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

Section 3. This Resolution shall take effect and be in force immediately.

DULY ADOPTED this 20th day of April, 2026, by the Board of Supervisors of Mount Joy Township, 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]

TOWNSHIP OF MOUNT JOY

Lancaster County, Pennsylvania

RESOLUTION NO. _____

A RESOLUTION OF THE TOWNSHIP OF MOUNT JOY,
LANCASTER COUNTY, PENNSYLVANIA, AUTHORIZING
THE CLOSURE OF A CAPITAL RESERVE FUND FOR THE
PURPOSE OF PROVIDING FUNDING THROUGH THE
AMERICAN RESCUE PLAN ACT

WHEREAS, the Board of Supervisors of Mount Joy Township adopted a budget for the calendar year 2021 on December 21, 2020; and

WHEREAS, the Second Class Township Code Article XXXII, Section 3202(e) authorizes the Board of Supervisors to, by Resolution, make supplemental appropriations for any lawful purpose from any funds on hand or estimated to be received within the fiscal year not otherwise appropriated; and

WHEREAS, Mount Joy Township received funds from the American Rescue Plan Act (ARPA) in calendar year 2021 and 2022; and

WHEREAS, the funds received were spent by the required deadline of December 31, 2026 leaving only the interest earned in the ARPA account.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Township of Mount Joy, Lancaster County, Pennsylvania, as follows:

Section 1. The Board of Supervisors of Mount Joy Township hereby authorizes and directs the Township Treasurer to immediately transfer \$7,888.90 from the American Rescue Plan Act fund as follows \$294.32 from Northwest Bank to Northwest Bank General Fund; and \$208.00 from PLIGIT Class; and \$7,592.90 from PLIGIT Prime and deposit in the PLIGIT General Fund; and

Section 2. The Board of Supervisors of Mount Joy Township hereby authorizes the closure of a capital reserve fund know as the “American Rescue Plan Act Fund”.

Section 3. This Resolution shall take effect and be in force immediately.

DULY ADOPTED this 20th day of April, 2026, by the Board of Supervisors of Mount Joy Township, 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]



2009 F-250

Seller: MountJoyTownship **Listing #** 81863465 **Custom ID:** **Starting Bid:** \$1,000.00 **HIGH BID:** \$5,100.00

Started: 3/30/2026 8:00:00 AM **Ended:** 4/13/2026 3:32:00 PM **Number of Bids:** 32 **Number of Views:** 1875 **Reserve Price:** \$0

Winning Bidder: Arnold Roaker
Bidder Email: pooltherapist@gmail.com **Bidder Phone:** 718-775-6130 **Address:** 4308 victory Blvd. , Staten Island NY 10314

Proxy bids take priority over regular bids. Proxy bids are bids that are higher than the minimum bid. Proxy bidding lets the system bid on the bidders behalf.

Bid History

Bid Date/Time	Bid	Username	First	Last	Email	Phone
4/13/2026 3:29:06 PM	\$5,100.00	Pooltherapist	Arnold	Roaker	pooltherapist@gmail.com	718-775-6130
4/13/2026 3:29:06 PM	\$5,000.00 (Proxy)	Chipper	Charles	Hall	zchip@aol.com	610-721-8582
4/13/2026 2:14:11 PM	\$4,600.00 (Proxy)	Chipper	Charles	Hall	zchip@aol.com	610-721-8582
4/13/2026 2:14:11 PM	\$4,500.00	1793	Tim	Schadler	Tschadler10@gmail.com	610-349-1718
4/13/2026 1:50:15 PM	\$4,300.00 (Proxy)	Chipper	Charles	Hall	zchip@aol.com	610-721-8582
4/13/2026 1:50:15 PM	\$4,200.00	acabrera23	Armando	Cabrera	armando.cabrera2316@gmail.com	786-212-4871
4/13/2026 1:49:18 PM	\$4,050.00 (Proxy)	Chipper	Charles	Hall	zchip@aol.com	610-721-8582
4/13/2026 1:49:18 PM	\$3,950.00	acabrera23	Armando	Cabrera	armando.cabrera2316@gmail.com	786-212-4871
4/13/2026 12:37:01 PM	\$3,850.00 (Proxy)	Chipper	Charles	Hall	zchip@aol.com	610-721-8582
4/13/2026 12:37:01 PM	\$3,750.00	truckerlove	Justin	Lorch	justinlorch@msn.com	724-825-8825
4/13/2026 7:09:54 AM	\$3,600.00 (Proxy)	Chipper	Charles	Hall	zchip@aol.com	610-721-8582
4/13/2026 7:09:54 AM	\$3,500.00	STATESURPLUS	Carmen	Yannuzzi	STATE332@AOL.COM	973-886-2525
4/13/2026 7:09:39 AM	\$3,300.00 (Proxy)	Chipper	Charles	Hall	zchip@aol.com	610-721-8582
4/13/2026 7:09:39 AM	\$3,200.00	STATESURPLUS	Carmen	Yannuzzi	STATE332@AOL.COM	973-886-2525
4/12/2026 7:14:00 AM	\$3,050.00 (Proxy)	Chipper	Charles	Hall	zchip@aol.com	610-721-8582
4/12/2026 7:14:00 AM	\$2,950.00	Frank91578	Francis	Jewell	frank91578@yahoo.com	856-405-1979
4/12/2026 7:12:48 AM	\$2,850.00 (Proxy)	Chipper	Charles	Hall	zchip@aol.com	610-721-8582
4/12/2026 7:12:48 AM	\$2,750.00	Frank91578	Francis	Jewell	frank91578@yahoo.com	856-405-1979
4/12/2026 7:11:45 AM	\$2,600.00 (Proxy)	Chipper	Charles	Hall	zchip@aol.com	610-721-8582
4/12/2026 7:11:45 AM	\$2,500.00	Frank91578	Francis	Jewell	frank91578@yahoo.com	856-405-1979
4/11/2026 4:37:20 PM	\$2,150.00 (Proxy)	Chipper	Charles	Hall	zchip@aol.com	610-721-8582
4/11/2026 4:37:20 PM	\$2,100.00	elizalde0521	alfredo	elizalde	elizalde0521@yahoo.com	903-493-2334
4/5/2026 5:23:14 PM	\$2,050.00	Chipper	Charles	Hall	zchip@aol.com	610-721-8582
4/5/2026 5:23:14 PM	\$2,000.00 (Proxy)	Beef	Kevin	Watts	Kcwatts1@aol.com	717-579-0217
4/4/2026 7:19:05 AM	\$1,650.00 (Proxy)	Beef	Kevin	Watts	Kcwatts1@aol.com	717-579-0217
4/4/2026 7:19:05 AM	\$1,600.00	Wrenchs	Jarrett	Cramer	wrenchs.repairandservice@gmail.cc	814-506-6387

3/30/2026 2:22:12 PM	\$1,550.00	Beef	Kevin	Watts	Kcwatts1@aol.com	717-579-0217
3/30/2026 2:22:12 PM	\$1,500.00 (Proxy)	dpratt1115	Dustin	Pratt	dpratt1115@yahoo.com	508-893-1421
3/30/2026 12:08:33 PM	\$1,150.00 (Proxy)	dpratt1115	Dustin	Pratt	dpratt1115@yahoo.com	508-893-1421
3/30/2026 12:08:33 PM	\$1,100.00	APALMA3965	Anthony	Palma	apalma3965@aol.com	609-685-7060
3/30/2026 11:44:10 AM	\$1,050.00	dpratt1115	Dustin	Pratt	dpratt1115@yahoo.com	508-893-1421
3/30/2026 10:49:42 AM	\$1,000.00	truckguy	Stephen	Frasier	steviefuzzco@yahoo.com	610-662-2196

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. #: 461-15379-0-0000 Lower Mount Joy Township

AGREEMENT

THIS AGREEMENT made as of the 12 day of MARCH, 2026, by and between **IES PA RE, LLC**, a Delaware limited liability company with a mailing address of 2 Riverway, Suite 1730, Houston, Texas 77056 (“Landowner”), and **MOUNT JOY TOWNSHIP**, a municipal corporation organized and operating under the laws of the Commonwealth of Pennsylvania with a mailing address of 8853 Elizabethtown Road, Elizabethtown, Pennsylvania 17022 (the “Township”).

BACKGROUND:

Landowner is the record owner of a tract of land on the east and west sides of Steel Way Drive, west side of Mount Pleasant Road, and south side of Miller Road identified as 1650 Steel Way Drive (the “Property”) by virtue of a deed recorded at Document No. 6778150 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. The Property is developed with an industrial facility commonly known as Greiner Industries (the “Business”). Landowner proposes to make certain improvements to the Property for the Business as shown on the Stormwater Management Plan Greiner Industries prepared by D. C. Gohn Associates, Inc., Drawing No. CG-2300D, Project No. 3677-54, dated December 17, 2025, last revised February 17, 2026 (the “2026 Plan”). The 2026 Plan shows the right-of-way for a street extending from Steel Way Drive to Mount Pleasant Road as set forth in a deed from Landowner’s predecessor in title to the Township recorded at Document No. 5701997 in the Office of the Recorder of Deeds (the “Proposed Street”). The 2026 Plan does not provide for the construction of the Proposed Street.

Landowner acknowledges that its development of the Property cannot be done in a manner which would limit the construction of the Proposed Street in the future. The 2026 Plan proposes certain improvements which impact the area of the Proposed Street. The parties enter into this Agreement to set forth their understandings concerning improvements shown on the 2026 Plan and future construction of the Proposed Street.

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 Agreement.

2. Landowner and the Township agree that the proposed storm water management facilities shown on the 2026 Plan including, but not limited to, Proposed Bioretention Basin 1 SCM-001 (“SCM-001”) and Proposed Bioretention Basin 2 SCM-002 (“SCM-0002”), have been designed assuming that the Proposed Street is an impervious surface and that storm water from the Proposed Street will drain to SCM-001 and SCM-002.

3. Landowner, for itself and future owners of the Property, agrees that the Township shall have the right to drain storm waters from the Proposed Street after its construction into SCM-001 and SCM-002 and other storm water management facilities as shown on the 2026 Plan.

4. Landowner and the Township agree that the 2026 Plan proposes installation of fill and grading within the right-of-way of the Proposed Street. The Township agrees that Landowner is not required by the 2026 Plan to completely grade within the area of the Proposed Street. Landowner agrees that all fill and grading within the limits of the Proposed Street shall be done in a manner which shall not adversely impact the construction of the Proposed Street in the future or increase the costs of installation of the Proposed Street in the future.

5. The 2026 Plan proposes the installation of a driveway from one portion of the Property to the other portion of the Property separated by the Proposed Street. Landowner acknowledges that the design and the construction of such driveway shall be undertaken in a manner which shall not interfere with the future construction of the Proposed Street or increase the cost of construction of the Proposed Street. If required by future construction of the Proposed Street requires changes to the driveway, Landowner shall be responsible for all costs to relocate or modify the driveway.

6. The 2026 Plan proposes the installation of security fencing within the area of the Proposed Street. The Township shall provide not less than sixty (60) days’ notice to Landowner of any proposed construction of the Proposed Street. Landowner, at its sole cost and expense, shall remove all fencing from the right-of-way of the Proposed Street. If Landowner fails to remove the fencing, the Township shall have the right to remove the fencing, dispose of the materials as trash, and recover all costs for the removal and disposal of the fencing from Landowner. The

Township may secure the repayment of such costs by filing a municipal lien, including attorneys' fees, against the Property.

7. Landowner acknowledges that the Township shall continue to have all rights under the Deed recorded at Document No. 5701997, the Ordinances of the Township, and the 2026 Plan and supporting documents.

8. This Agreement shall be recorded to give notice to future owners of the Property of their duties and responsibilities with respect to the Proposed Street and other items set forth in this Agreement.

9. The person signing this Agreement on behalf of Landowner acknowledges that he/she is authorized to execute this Agreement and bind Landowner.

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

IES PA RE, LLC

By: Rick T. Sims

Name: RICK T. SIMS

Title: VP/GM

TOWNSHIP OF MOUNT JOY, Lancaster
County, Pennsylvania

Attest: _____
(Assistant) Secretary

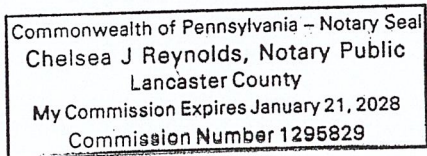
By: _____
(Vice) Chairman
Board of Supervisors

[TOWNSHIP SEAL]

STATE OF Pennsylvania)
) SS:
COUNTY OF Lancaster)

On this 12 day of March, 2026, before me, a notary public, the undersigned officer, personally appeared RICK SINE, who acknowledged him self to be the VP/GM of IES PA RE, LLC, a Delaware limited liability company, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained.

Executed before me the day and year aforesaid.



Chelsea Reynolds
Notary Public

My commission expires: 01/21/2028

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____ day of _____, 2026, 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 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 instrument, 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:

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. #: 461-51716-0-0000; 461-58189-0-0000;
461-29247-0-0000 (Lower Mount Joy Township)

AGREEMENT PROVIDING FOR GRANT OF CONSERVATION EASEMENT

THIS AGREEMENT PROVIDING FOR GRANT OF CONSERVATION EASEMENT made as of this _____ day of _____, 2026, by and among **LANCASTER FARM SANCTUARY**, a Pennsylvania not for profit corporation with a mailing address of 1845 Milton Grove Road, Mount Joy, Pennsylvania 17552; **JONINA E. TURZI and SARAH L. SALLUZZO**, adult individuals and joint tenants with the right of survivorship with a mailing address of 1871 Milton Grove Road, Mount Joy, Pennsylvania, 17552; and **EDWARD C. HUGHES and CYNTHIA J. HUGHES**, adult individuals and husband wife with a mailing address of 1875 Milton Grove Road, Mount Joy, Pennsylvania 17552; 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 (the “Township”).

BACKGROUND

Lancaster Farm Sanctuary is the record owner of a tract of land within Mount Joy Township, Lancaster County, Pennsylvania, identified as 1845 Milton Grove Road by virtue of a deed recorded at Document No. 6693891 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. Jonina E. Turzi and Sarah L. Salluzzo are the record owners of a tract of land within Mount Joy Township, Lancaster County, Pennsylvania, identified as 1871 Milton Grove Road by virtue of a deed recorded at Document No. 6525786 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. Edward C. Hughes and Cynthia J. Hughes are the record owners of a tract of land within Mount Joy Township, Lancaster County, Pennsylvania, identified as 1875 Milton Grove Road by virtue of a deed recorded at Document No. 5377162 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. Hereafter the lands described in the deeds recorded at Documents Nos. 6693891, 6525786, and 5377162 shall hereafter be referred to as the “Premises”. Hereafter Lancaster Farm Sanctuary, Jonina E. Turzi and Sarah L. Salluzzo, and Edward C. Hughes and Cynthia J. Hughes shall be collectively referred to as the Grantor.

Grantor has filed the Final Minor Subdivision Plan for Lancaster Farm Sanctuary prepared

by Akens Engineering Associates, Inc., File 727-Lancaster Farm Sanctuary, dated November 28, 2025, last revised _____, 2026 (the "Plan"). The Plan proposes changing of lot lines of the three tracts comprising the Premises. Sections of all three existing tracts contain portions of a required riparian corridor. The riparian corridor contains environmental features worthy of preservation, and this Agreement provides for such preservation.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of the Plan from the Township Planning Commission, and in consideration of receiving permits from the Township to develop the Premises, Grantor, for Grantor and her 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 the area identified as "riparian corridor 30' wide" as shown on Sheet 2 of the Plan (the "Conservation Easement") for the maintenance, preservation and conservation of those portions of the Premises in their natural state.

2. Except as set forth in Paragraphs 3 and 4 below, 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 herself, her 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. A 12 feet wide driveway extending northward from Milton Grove Road to the dwelling on the property identified as 1875 Milton Grove Road is within and crosses the Conservation Easement as shown on Sheet 2 of the Plan. Notwithstanding any other portion of this Agreement, the existing 12 feet wide driveway shown on Sheet 2 of the Plan may continue within the Conservation Easement and may be repaired or replaced as necessary.

4. The Plan proposes to revise lot lines to provide 1871 Milton Grove Road with fee simple title to a flagpole to provide access to Milton Grove Road. The flagpole area crosses the Conservation Easement. Notwithstanding any other provision of this Agreement, a driveway to provide access from Milton Grove Road to 1871 Milton Grove Road may cross the Conservation Easement in the flagpole to be joined with 1871 Milton Grove Road and may be maintained within the Conservation Easement. The design and location of such driveway shall be reasonably acceptable to the Township.

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

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

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

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

9. 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 filed against the portion of the Premises on which the Conservation Easement has been impacted and 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.

10. 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, her personal representatives, heirs, successors and assigns. The Grantor, her 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, her 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 9 above.

11. 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 9 above.

12. 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.

13. 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.

14. Grantor, her 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.

15. Grantor, her 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.

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

17. 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.

LANCASTER FARM SANCTUARY

_____ By: _____

Name: _____

Title: _____

Witness:

_____ Jonina E. Turzi

_____ Sarah L. Salluzzo

_____ Edward C. Hughes

_____ Cynthia J. Hughes

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 _____ day of _____, 2026, before me, a notary public, the undersigned officer, personally appeared _____, the _____ of Lancaster Farm Sanctuary, a Pennsylvania not for profit corporation, and as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Executed before me the day and year aforesaid.

Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____ day of _____, 2026, before me, the subscriber, a notary public in and for the aforesaid Commonwealth and County, came the above-named Jonina E. Turzi 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 her act and deed and desired the same to be recorded as such.

Executed before me the day and year aforesaid.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____ day of _____, 2026, before me, the subscriber, a notary public in and for the aforesaid Commonwealth and County, came the above-named Sarah L. Salluzzo 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 her act and deed and desired the same to be recorded as such.

Executed before me the day and year aforesaid.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____ day of _____, 2026, before me, the subscriber, a notary public in and for the aforesaid Commonwealth and County, came the above-named Edward C. Hughes and Cynthia J. Hughes, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing instrument to be their act and deed and desired the same to be recorded as such.

Executed before me the day and year aforesaid.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____ day of _____, 2026, 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

S & T Bank ("Mortgagee"), as holder of certain mortgages on the premises of Jonina E. Turzi and Sarah L. Salluzzo within Mount Joy Township, Lancaster County, Pennsylvania, described in the Deed recorded at Document No. 6525786 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, in the amount of \$650,000, dated June 5, 2020, and recorded June 8, 2020, at Document No. 6525787; and in the amount of \$90,480, dated June 5, 2020, and recorded June 8, 2020, at Document No. 6525788 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 ____ day of _____, 2026.

S & T BANK

ATTEST: _____

By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the ____ day of _____, 2026, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged ____self to be the _____ of S & T 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 Bank by ____self as _____.

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

Notary Public

My Commission Expires:

JOINDER BY MORTGAGEE

Fulton Bank, N.A. ("Mortgagee"), as holder of certain mortgages on the premises of Lancaster Farm Sanctuary within Mount Joy Township, Lancaster County, Pennsylvania, described in the Deed recorded at Document No. 6693891 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, in the amount of \$341,250, dated July 25, 2022, and recorded July 25, 2022, at Document No. 6693892 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 ____ day of _____, 2026.

FULTON BANK, N.A.

ATTEST: _____

By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this, the ____ day of _____, 2026, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged ____self to be the _____ of Fulton Bank, N.A., 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 Bank by ____self as _____.

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

Notary Public

My Commission Expires:

**SUBDIVISION AND LAND DEVELOPMENT BOND
TO
MOUNT JOY TOWNSHIP**

Bond No. CIC1973412

KNOW ALL PERSONS BY THESE PRESENTS that Forino Co., L.P.

with its principal office and place of business at 555 Moutain Home Road
Sinking Springs, PA 19608

hereinafter called the "Principal", and Capitol Indemnity Corporation
_____, a corporation organized
and existing under the laws of the State of Wisconsin and authorized to do
business in the Commonwealth of Pennsylvania and currently listed in the United States
Department of the Treasury Circular 570, with its principal office and place of business at
P.O. Box 14498, Des Moines, IA 50306
_____, and whose contact person
and telephone number are Jim Flavion (904) 363-0900 at
_____, hereinafter called the "Surety", are jointly
and severally held and firmly bound to Mount Joy Township, Lancaster County, Pennsylvania,
hereinafter sometimes referred to as the "Township", a second class township organized and
operating under the laws of the Commonwealth of Pennsylvania with a mailing address of 8853
Elizabethtown Road, Elizabethtown, Pennsylvania 17022, in the full sum of
Nine Hundred Thirty Thousand Four Hundred Thirty Five and 92/100 (\$930,435.92)
Dollars lawful money of the United States of America, for which payment, well and truly to be
made, the Principals and the Surety, jointly and severally, bind themselves, their successors and
assigns, firmly by these presents.

WITNESSETH:

WHEREAS, the Principal is the developer of a certain development within the Township of
Mount Joy, Lancaster County, Pennsylvania, located Bear Creek Estates

(the "Development") and shown on the plan entitled Final Subdivision Plan for
Bear Creek Estates prepared by C2C Design Group

(the "Plan"); and

WHEREAS, the Development requires the installation of certain improvements (the “Improvements”) as shown on the Plan; and

WHEREAS, the Pennsylvania Municipalities Planning Code (“MPC”) and the Mount Joy Township Subdivision and Land Development Ordinance and Mount Joy Township Stormwater Management Ordinance (collectively the “Ordinance”) mandate that a developer install all required improvements shown on a subdivision or land development or stormwater management plan before the recording of such plan or post financial security to secure completion of the required improvements; and

WHEREAS, this Bond is intended to provide for and secure to the public, the proper and timely completion of the Improvements.

NOW, THEREFORE, with the foregoing recitals incorporated herein and made a substantive part of this Bond, the terms and conditions of this Bond are, and shall be, that if:

- A. The Principal shall conform with, comply with, fulfill and perform all work, duties and items in accordance with all terms and conditions of all agreements between the Principal and the Township relating to the Development and the Plan (collectively the “Agreements”); and
- B. The Principal shall install the Improvements in accordance with the Plan and all plans and specifications approved by the Township Engineer and in accordance with the Ordinance and all other ordinances, policies, rules, resolutions, standards and specifications of the Township; and
- C. The Principal shall install all of the Improvements and fulfill all of the duties imposed upon them by the Agreements on or before the dates required by the Agreements; and
- D. The Principal shall duly prosecute work on the Improvements with no interruptions or delays; and
- E. The Principal shall promptly pay to the Township all fees and expenses incurred by the Township in, inter alia, the review and approval of plans for the Improvements, inspection of the Improvements during and after installation, testing of the Improvements, and review of record plans of the Improvements; and
- F. The Principal shall indemnify completely and shall save harmless the Township and all of its officers, agents and employees from any and all costs and damages which the Township and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to fully comply with each and every term and condition of the Agreements or with each and every term and condition of this Bond; and
- G. The Principal shall reimburse completely and shall pay to the Township any and all costs and expenses which the Township and all of its officers, agents and employees may incur by reason of any failure to properly and promptly install all of the Improvements in accordance with the Plan and all Township Ordinances and regulations or any default under

the Agreements or under this Bond, such costs and expenses to include, but not be limited to, all costs of investigation and all attorneys' fees incurred relating to any proceedings under this Bond; and

- H. The Principal shall remedy, without cost to the Township, all defects which may develop during the period of eighteen (18) months from the date of final completion by the Principal of all of the Improvements or the date of acceptance of dedication by the Township of such Improvements (if the Township accepts dedication of any of the Improvements) whichever date is later, which defects, in the sole judgement of the Township or its legal successors in interest, shall be caused or shall result from defective or inferior materials or workmanship; and
- I. The Principal shall provide the Township with as constructed plans for the Improvements; and
- J. The Principal shall provide the Township with all legal documentation necessary to provide the Township with clear title to such Improvements (if the Township in its sole discretion elects to accept any of the Improvements),

then this Bond shall be void; otherwise this Bond shall be and remain in full force and effect.

THIS BOND is executed and delivered under and subject to the MPC and the Ordinance and the Agreements between the Principal and the Township relating to the Plan and to the Development to which reference is hereby made.

The Principal and Surety agree that any alterations, changes and/or additions to the Improvements to be installed pursuant to the Agreements and/or the Plan, and/or the giving by the Township of any extensions of time for the performance of the Principal's duties with respect to the installation of the Improvements or any other term, duty or requirement of the Agreements or the Plan shall not release, in any manner whatsoever, the Principal and the Surety, or any of them, or their successors and assigns, from any liabilities and obligations under this Bond, and the Surety, for value received, does waive notice of any such alterations, changes, additions or extensions of time.

Payment of or performance under this Bond shall be made without determination of the conditions or facts pertaining to related contractual agreements between the Principal and the Township, including, but not limited to, the Agreements.

Whenever the Township issues written notice declaring the Principal to be in default under the Agreements, the Surety shall within thirty (30) days of receipt of such written notice elect complete the work, and provide the Township with written notice of the contractor to be used to complete the work and a proposed schedule of work completion; or pay to the Township such amount, up to the amount of the bond, which will allow the Township to complete the Improvements in accordance with the Agreements and the Plan. Failure to so elect within the said time shall constitute authorization to the Township to complete the improvements at the Surety's expense.

This Bond is not intended to and shall not waive any rights which the Township has or may have pursuant to the MPC, the Ordinance, the Plan, and the Agreements.

For the purpose of this Bond, the neuter gender shall be deemed to include the feminine and the masculine, and vice versa. Unless the context clearly otherwise requires, the use of the singular and plural shall be interchangeable.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be signed and their seals to be hereunto affixed in binding execution hereof, each intending to be legally bound under the laws of the Commonwealth of Pennsylvania.

SIGNED, SEALED AND DATED this 13th day of April, 2026.

(Individual or Husband and Wife Principal)

Witnesses:

(Signature of Individual) _____ (SEAL)

(Signature of Individual) _____ (SEAL)

Trading and Doing Business As

(Partnership Principal)*

Witnesses:

(Name of Partnership)

By: _____
Partner

By: _____
Partner

By: _____
Partner

* All general partners must sign

(Corporation Principal)

Forino Co., L.P.
(Name of Corporation)

Attest: *ileen Haupt*
(Assistant) Secretary

By: *Wm L. Hammond*
(Vice) President

[CORPORATE SEAL]

**

(Limited Liability Company Principal)

(Name of Limited Liability Company)

Witnesses:

_____ By: _____
Member

_____ By: _____
Member

_____ By: _____
Member

**All members must sign

(Corporate Surety)

Capitol Indemnity Corporation
(Name of Corporation)

Attest: *Stephanie Givens*
Title
Stephanie Givens

***By: *Bryan Johnson*
Attorney-in-Fact
Bryan Johnson



[CORPORATE SEAL]

***Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1973412

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- LEONARD CALLAHAN; STEVEN T. JOHNSON; BRYAN JOHNSON; DEBORAH B. HILL -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

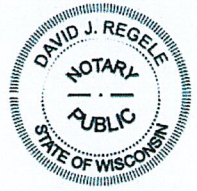
Attest: Ryan J. Byrnes, Senior Vice President, Chief Financial Officer and Treasurer; Suzanne M. Broadbent, Assistant Secretary



CAPITOL INDEMNITY CORPORATION; John L. Sennott, Jr., Chief Executive Officer and President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele, Notary Public, Dane Co., WI, My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 13th day of April, 2026



Andrew B. Diaz-Matos, Senior Vice President, General Counsel and Secretary

Prepared by: _____

Return to: Same
Parcel I.D. #: 460-63001-0-0000 (Upper Mount Joy Township)

RIPARIAN BUFFER CONSERVATION EASEMENT

THIS RIPARIAN BUFFER CONSERVATION EASEMENT is made as of this _____ day of April, 2026, by and between **PENNSYLVANIA CVS PHARMACY, L.L.C.**, a Pennsylvania limited liability company with a mailing address of c/o CVS Health Corporation, One CVS Drive Woonsocket, Rhode Island 02895, Attention: Jonathan Shumrak, Reference: Store No. 1672 (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 record owner of that certain real property located at 1551 Market Street, Mount Joy Township, Lancaster, Pennsylvania (Parcel ID No. 460-63001-0-0000) by virtue of a deed recorded at Document No. 5862458 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania (“Premises”).

The Premises contains a riparian buffer area that is an environmental feature worthy of preservation, and this Agreement provides for such preservation.

The riparian buffer area is more particularly described in **Exhibit “A”** attached hereto and as shaded on the plan attached as **Exhibit “B”** hereto (the “Riparian Buffer Area”), both of which are incorporated herein by reference.

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

1. The foregoing background recitals are incorporated into and made a substantive part of this Agreement.
2. Grantor grants and conveys to the Township an easement upon, over and within the Premises (the “Conservation Easement”) for the maintenance, preservation and conservation of the Riparian Buffer Area in its natural state.

3. The Riparian Buffer Area 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 Riparian Buffer Area. Grantor, for itself, its 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 in the Riparian Buffer Area.

4. The grade of the Riparian Buffer Area shall not be changed or altered by Grantor in any manner. Notwithstanding the foregoing, Grantor shall have no obligation to remediate any change or alteration in grade resulting from any storm, flood, or other natural event.

5. The Riparian Buffer Area shall not be used by Grantor for the dumping, storage, processing or landfilling of solid or hazardous waste.

6. The Riparian Buffer Area shall be maintained in accordance with sound conservation practices.

7. Grantor, its successors and assigns, shall maintain the Riparian Buffer Area in accordance with all requirements of this Agreement.

8. If vegetation within the Riparian Buffer Area is damaged or destroyed by Grantor, the Township shall have the right after 30 days written notice to Grantor, if Grantor fails to restore the Riparian Buffer Area within said 30 day period, to take all steps which it deems reasonably necessary to restore the Riparian Buffer Area for its intended purpose and may institute appropriate legal or equitable action to recover the monies necessary to so restore the Riparian Buffer Area for its intended purpose. In such event, 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. Notwithstanding any provision to the contrary, Grantor shall have no obligation to conduct maintenance to or restore the Riparian Buffer Area in connection with any damage thereto resulting from any storm, flood or other natural event.

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 Riparian Buffer Area upon 30 days' written notice to Grantor to remove any planting, building, structure or item placed within the Riparian Buffer Area in violation of this Agreement, to restore the Riparian Buffer Area 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 8 above. Notwithstanding the foregoing, in the event the vegetation and/or the natural grade of the Riparian Buffer Area changes as a result of a storm, flood, or natural event and the Township pursues its right to restore the Riparian Buffer Area to its natural grade pursuant to this Paragraph, the Township's restoration activities shall be completed at its sole cost.

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. For clarification purposes, upon the conveyance of any portion of the Premises which also includes a portion of the Riparian Buffer Area, the successor in interest of said portion of the Premises will assume all responsibilities and liabilities of the Grantor hereunder with respect to the applicable portion of the Riparian Buffer Area.

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, its 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 by Grantor 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 Riparian Buffer Area; (2) injury to or the death of any person, or physical damage to any property, resulting from any gross negligence or willful misconduct of Grantor, related to or occurring on or about the Riparian Buffer Area, regardless of cause, unless due to the gross negligence of any of the Indemnified Parties; and (3) a breach of this Agreement by Grantor or its successors and assigns.

13. Grantor, its 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 Riparian Buffer Area, including the payment, as and when due, of all real estate taxes.

14. Any notices to the Grantor or the Township under this Agreement shall be in writing and shall be deemed received upon actual delivery or if sent by certified mail, return receipt

requested, or overnight courier with delivery receipt upon notification that such notice has been unclaimed or refused, addressed to the address for the recipient set forth in the opening paragraph of this Agreement. Either party may revise its address for notices purposes by written notice to the other party hereto.

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

16. 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.

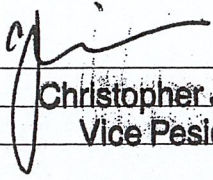
[Continued on next page.]

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

Witness:

Kelley Burns

PENNSYLVANIA CVS PHARMACY,
L.L.C., a Pennsylvania limited liability
company

By: 
Name: Christopher J. Willis
Title: Vice President

CVS Legal Approval: K. Tomcho of The Tomcho Law Firm, P.C.

TOWNSHIP OF MOUNT JOY
Lancaster County, Pennsylvania

Attest: _____
(Assistant) Secretary

By: _____
(Vice) Chairman
Board of Supervisors

[TOWNSHIP SEAL]

- SIGNATURES CONTINUE ON NEXT PAGE -

STATE OF RHODE ISLAND)
) SS:
COUNTY OF PROVIDENCE)

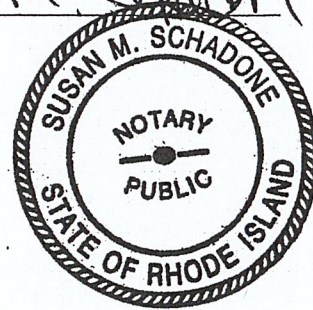
On this 14th day of April, 2026, before me, the subscriber, a notary public in and for the aforesaid State and County, personally appeared Christopher J. Willis who acknowledged himself/herself to be Vice President of Pennsylvania CVS Pharmacy, L.L.C., a Pennsylvania limited liability company, and that 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 entity by himself/herself as such officer.

Executed before me the day and year aforesaid.

Susan M. Schadone
Notary Public

My commission expires:

Susan M. Schadone
Notary Public
State of Rhode Island
My Commission Expires 03-09-2028
Commission #46180



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____ day of _____, 2026, 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:

EXHIBIT "A"

Legal Description

BEGINNING AT SOUTHWESTERLY MOST CORNER OF RIPARIAN AREA, PART OF TAX PARCEL 460-63001-0-0000, LANDS NOW OR FORMERLY PENNSYLVANIA CVS PHARMACY, L.L.C, SAID POINT BEING ON A COURSE OF NORTH 23 DEGREES 38 MINUTES 38 SECONDS EAST, A DISTANCE OF 221.52 FEET FROM THE NORTHERLY LEGAL RIGHT-OF-WAY LINE OF SOUTH MARKET STREET (A.K.A. S.R. 0230, 80' WIDE RIGHT-OF-WAY, PUBLIC ROADWAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE COMMON DIVIDING LINE BETWEEN TAX PARCEL 460-63001-0-0000; TAX PARCEL 250-26875-0-0000, LANDS NOW OR FORMERLY MEMBERS 1ST FEDERAL CREDIT UNION; AND TAX PARCEL 250-44341-0-0000, LANDS NOW OR FORMERLY BOROUGH OF ELIZABETHTOWN, NORTH 23 DEGREES 38 MINUTES 38 SECONDS EAST, A DISTANCE OF 135.91 FEET TO A POINT, THENCE;
2. ALONG THE COMMON DIVIDING LINE BETWEEN TAX PARCEL 460-63001-0-0000 AND TAX PARCEL 250-68346-0-0000, LANDS NOW OR FORMERLY TIMOTHY P. & JESSICA R. ROHRER, SOUTH 66 DEGREES 26 MINUTES 33 SECONDS EAST, A DISTANCE OF 57.81 FEET TO A POINT, THENCE;

THE FOLLOWING NINE (9) COURSES AND DISTANCES ALONG A LINE THROUGH TAX PARCEL 460-63001-0-0000:

3. SOUTH 30 DEGREES 28 MINUTES 11 SECONDS WEST, A DISTANCE OF 17.31 FEET TO A POINT, THENCE;
4. SOUTH 39 DEGREES 12 MINUTES 44 SECONDS WEST, A DISTANCE OF 11.61 FEET TO A POINT, THENCE;
5. SOUTH 60 DEGREES 03 MINUTES 34 SECONDS WEST, A DISTANCE OF 10.57 FEET TO A POINT, THENCE;
6. SOUTH 73 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 18.91 FEET TO A POINT, THENCE;
7. SOUTH 37 DEGREES 20 MINUTES 11 SECONDS WEST, A DISTANCE OF 11.05 FEET TO A POINT, THENCE;
8. SOUTH 52 DEGREES 38 MINUTES 50 SECONDS WEST, A DISTANCE OF 23.02 FEET TO A POINT, THENCE;
9. SOUTH 36 DEGREES 26 MINUTES 50 SECONDS WEST, A DISTANCE OF 28.41 FEET TO A POINT, THENCE;
10. SOUTH 44 DEGREES 07 MINUTES 05 SECONDS WEST, A DISTANCE OF 27.28 FEET TO A POINT, THENCE;

11. SOUTH 65 DEGREES 09 MINUTES 38 SECONDS WEST, A DISTANCE OF 3.61 FEET TO THE POINT AND PLACE OF BEGINNING.

HAVING AN AREA OF 3,895 SQUARE FEET, 0.089 ACRES

MOUNT JOY TOWNSHIP
LANCASTER COUNTY, PENNSYLVANIA

RESOLUTION NO. _____

A RESOLUTION DESIGNATING THE MOUNT JOY TOWNSHIP BOARD OF SUPERVISORS TO ADOPT THE LANCASTER COUNTY 2025 HAZARD MITIGATION PLAN AS THE OFFICIAL HAZARD MITIGATION PLAN OF THE TOWNSHIP.

WHEREAS, the Township of Mount Joy, Lancaster County, Pennsylvania is most vulnerable to natural and human-made hazards which may result in loss of life and property, economic hardship, and threats to public health and safety, and

WHEREAS, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective natural hazards, risks, and vulnerabilities, and

WHEREAS, the Township of Mount Joy acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds, and

WHEREAS, the Lancaster County 2025 Hazard Mitigation Plan has been developed by the Department of Public Safety's Emergency Management Division, in cooperation with other county departments, and officials and citizens of Township of Mount Joy, and

WHEREAS, a public involvement process consistent with the requirements of DMA 2000 was conducted to develop the Lancaster County 2025 Hazard Mitigation Plan, and

WHEREAS, the Lancaster County 2025 Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural and human-made hazards that face the County and its municipal governments,

NOW THEREFORE BE IT RESOLVED by the governing body for the Township of Mount Joy:

- The Lancaster County 2025 Hazard Mitigation Plan is hereby adopted as the official Hazard Mitigation Plan of the Township, and
- The respective officials and agencies identified in the implementation strategy of the Lancaster County 2025 Hazard Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

DULY ADOPTED, this _____ day of _____, 2026 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]

2025 Hazard Mitigation Plan

ATTENTION!! The Lancaster County Hazard Mitigation Plan 2025 Update is now ready for adoption!

Municipalities and Authorities who participated in the planning process have until August 6th, 2026, to adopt the plan.

We are pleased to announce the 2025 Lancaster County Hazard Mitigation Plan has been approved by PEMA and received APA (adoption pending approval) status from FEMA. The next step in this planning process is the final one, which is to adopt the plan via resolution. The plan can be found [here](#).

We encourage each participating jurisdiction to adopt the plan as soon as practical and submit the adoption resolution to HMP@lancastercountypa.gov, who will then collect and forward the adoption resolutions to PEMA and FEMA for approval. Individual jurisdictions will be eligible for FEMA Hazard Mitigation Assistance once the adoption resolutions have been received and recorded.

Appendices for the plan can be found [here](#).

Multi-Jurisdictional Summary Sheet

#	Jurisdiction Name	Requirements Met (Y/N)							
		A. Planning Process	B. Risk Assessment	C. Mitigation Strategy	D. Plan Maintenance	E. Plan Update	F. Plan Adoption	G. HHPD Requirements	H. State Requirements
1	Lancaster County	Y	Y	Y	Y	Y	Y	Y	N/A
2	Adamstown Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
3	Akron Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
4	Bart Township	Y	Y	Y	Y	Y	Y	N/A	N/A
5	Brecknock Township	Y	Y	Y	Y	Y	Y	N/A	N/A
6	Caernarvon Township	Y	Y	Y	Y	Y	Y	N/A	N/A
7	Christiana Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
8	Clay Township	Y	Y	Y	Y	Y	Y	Y	N/A
9	Colerain Township	Y	Y	Y	Y	Y	Y	N/A	N/A
10	Columbia Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
11	Conestoga Township	Y	Y	Y	Y	Y	Y	N/A	N/A
12	Conoy Township	Y	Y	Y	Y	Y	Y	N/A	N/A
13	Denver Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
14	Drumore Township	Y	Y	Y	Y	Y	Y	N/A	N/A
15	Earl Township	Y	Y	Y	Y	Y	Y	N/A	N/A
16	East Cocalico Township	Y	Y	Y	Y	Y	Y	N/A	N/A
17	East Donegal Township	Y	Y	Y	Y	Y	Y	N/A	N/A
18	East Drumore Township	Y	Y	Y	Y	Y	Y	N/A	N/A
19	East Earl Township	N	N	N	N	N	N	N	N/A
20	East Hempfield Township	Y	Y	Y	Y	Y	Y	N/A	N/A
21	East Lampeter Township	Y	Y	Y	Y	Y	Y	N/A	N/A
22	East Petersburg Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
23	Eden Township	Y	Y	Y	Y	Y	Y	N/A	N/A
24	Elizabeth Township	Y	Y	Y	Y	Y	Y	Y	N/A
25	Elizabethtown Borough	Y	Y	Y	Y	Y	Y	Y	N/A
26	Ephrata Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
27	Ephrata Township	Y	Y	Y	Y	Y	Y	N/A	N/A
28	Fulton Township	Y	Y	Y	Y	Y	Y	N/A	N/A
29	Lancaster City	Y	Y	Y	Y	Y	Y	N/A	N/A
30	Lancaster Township	Y	Y	Y	Y	Y	Y	N/A	N/A
31	Leacock Township	Y	Y	Y	Y	Y	Y	N/A	N/A
32	Lititz Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
33	Little Britain Township	Y	Y	Y	Y	Y	Y	N/A	N/A
34	Manheim Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
35	Manheim Township	Y	Y	Y	Y	Y	Y	Y	N/A
36	Manor Township	Y	Y	Y	Y	Y	Y	N/A	N/A
37	Marietta Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
38	Martic Township	Y	Y	Y	Y	Y	Y	Y	N/A
39	Millersville Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
40	Mount Joy Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
41	Mount Joy Township	Y	Y	Y	Y	Y	Y	N/A	N/A
42	Mountville Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
43	New Holland Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
44	Paradise Township	Y	Y	Y	Y	Y	Y	N/A	N/A
45	Penn Township	Y	Y	Y	Y	Y	Y	N/A	N/A
46	Pequea Township	Y	Y	Y	Y	Y	Y	N/A	N/A
47	Providence Township	Y	Y	Y	Y	Y	Y	N/A	N/A
48	Quarryville Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
49	Rapho Township	Y	Y	Y	Y	Y	Y	N/A	N/A
50	Sadsbury Township	Y	Y	Y	Y	Y	Y	N/A	N/A
51	Salisbury Township	Y	Y	Y	Y	Y	Y	N/A	N/A
52	Strasburg Borough	Y	Y	Y	Y	Y	Y	N/A	N/A
53	Terre Hill Borough	N	N	N	N	N	N	N/A	N/A
54	Strasburg Township	Y	Y	Y	Y	Y	Y	N/A	N/A
55	Upper Leacock Township	Y	Y	Y	Y	Y	Y	N/A	N/A
56	Warwick Township	Y	Y	Y	Y	Y	Y	N/A	N/A

Local Mitigation Planning Policy Guide

#	Jurisdiction Name	Requirements Met (Y/N)							
		A. Planning Process	B. Risk Assessment	C. Mitigation Strategy	D. Plan Maintenance	E. Plan Update	F. Plan Adoption	G. HHPD Requirements	H. State Requirements
57	West Cocalico Township	Y	Y	Y	Y	Y	Y	Y	N/A
58	West Donegal Township	Y	Y	Y	Y	Y	Y	N/A	N/A
59	West Earl Township	Y	Y	Y	Y	Y	Y	N/A	N/A
60	West Hempfield Township	Y	Y	Y	Y	Y	Y	N/A	N/A
61	West Lampeter Township	Y	Y	Y	Y	Y	Y	N/A	N/A
62	Bainbridge Water Authority	Y	Y	Y	Y	Y	Y	N/A	N/A
63	Cocalico School District	Y	Y	Y	Y	Y	Y	N/A	N/A
64	Columbia Borough School District	Y	Y	Y	Y	Y	Y	N/A	N/A
65	Conestoga Valley School District	Y	Y	Y	Y	Y	Y	N/A	N/A
66	Donegal School District	Y	Y	Y	Y	Y	Y	N/A	N/A
67	East Cocalico Township Water and Sewer	Y	Y	Y	Y	Y	Y	N/A	N/A
68	Eastern Lancaster County School District	N	N	N	N	N	N	N/A	N/A
69	Elizabethtown Area School District	Y	Y	Y	Y	Y	Y	N/A	N/A
70	Ephrata Area School District	Y	Y	Y	Y	Y	Y	N/A	N/A
71	Hempfield School District	Y	Y	Y	Y	Y	Y	N/A	N/A
72	Lampeter-Strasburg School District	Y	Y	Y	Y	Y	Y	N/A	N/A
73	Lancaster Area Sewer Authority	Y	Y	Y	Y	Y	Y	N/A	N/A
74	Lancaster Bible College	Y	Y	Y	Y	Y	Y	N/A	N/A
75	Lancaster County Conservation District	Y	Y	Y	Y	Y	Y	N/A	N/A
76	Lancaster School District	Y	Y	Y	Y	Y	Y	N/A	N/A
77	Lancaster-Lebanon Intermediate Unit	Y	Y	Y	Y	Y	Y	N/A	N/A
78	Manheim Area Water and Sewer Authority	Y	Y	Y	Y	Y	Y	N/A	N/A
79	Manheim Central School District	Y	Y	Y	Y	Y	Y	N/A	N/A
80	Manheim Township School District	Y	Y	Y	Y	Y	Y	N/A	N/A
81	Octara Area School District	Y	Y	Y	Y	Y	Y	N/A	N/A
82	Penn Manor School District	Y	Y	Y	Y	Y	Y	N/A	N/A
83	Penn State Health	Y	Y	Y	Y	Y	Y	N/A	N/A
84	Pequea Valley School District	N	N	N	N	N	N	N/A	N/A
85	Solanco School District	Y	Y	Y	Y	Y	Y	N/A	N/A
86	Warwick School District	Y	Y	Y	Y	Y	Y	N/A	N/A
87	Well Span Health	Y	Y	Y	Y	Y	Y	N/A	N/A



MOUNT JOY TOWNSHIP

• Lancaster County, Pennsylvania •

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

Memorandum

To: Board of Supervisors

From: Matt Mandia

Date: 3/16/26

Re: Lancaster County Hazard Mitigation Plan Adoption

Overview

The Lancaster County 2025 Hazard Mitigation Plan is designed to guide local hazard-reduction projects and emergency preparedness efforts over a five-year cycle. It identifies risks, threats, and hazards affecting the county and surrounding jurisdictions, prioritizing life safety, protection of property, and environmental preservation. The plan is a requirement for FEMA funding eligibility and aligns with federal and state emergency management standards, including the Disaster Mitigation Act of 2000 and Flood Mitigation Assistance programs (FEMA, Lancaster County Emergency Management).

Planning Process

The plan was developed through a collaborative process involving county officials, municipal representatives, utility companies, school districts, business leaders, and residents. A Hazard Mitigation Planning Committee (HMPC) coordinated the effort, reviewing historical hazard data, assessing vulnerabilities, and selecting feasible mitigation measures. Public input was solicited through online postings, social media, and in-person review opportunities to ensure community consensus.

Hazard Assessment

Lancaster County evaluates both natural and technological hazards. Key natural hazards include hurricanes, tropical storms, hail, wind, wildfires, winter storms, and tornadoes. Technological and man-made hazards include hazardous material incidents, cyber-attacks, and proximity-related risks from neighboring counties and urban centers. The plan incorporates historical data, projected hazard frequencies, and asset inventories to prioritize mitigation strategies.

Adoption and FEMA Approval

The 2025 HMP has been approved by the Pennsylvania Emergency Management Agency (PEMA) and received approvable-pending-adoption status from FEMA. Participating municipalities are required to adopt the plan via resolution, after which time they become eligible for FEMA Hazard Mitigation Assistance grants. Adoption Resolutions must be submitted to the county emergency management office for forwarding to PEMA and FEMA. A resolution will be placed on April 20, 2026, Board of Supervisors Agenda for consideration for adoption.

Our past EMA Coordinator participated in the planning meetings and submitted the required survey for Mount Joy Township. Once the adoption resolutions are received and recorded by the county, individual jurisdictions will be eligible for FEMA Hazard Mitigation Assistance if needed. The entire Plan can be found on the Lancaster County Website.



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• Lancaster County, Pennsylvania •

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**APPLICATION FOR APPOINTMENT
BOARDS, COMMISSIONS, COMMITTEES
APPOINTED BY THE MOUNT JOY TOWNSHIP BOARD OF SUPERVISORS**

Please print or type all information

NAME: Edward Myers
HOME ADDRESS: 10 Meadowbrook Ln
Elizabethtown, PA 17022
TELEPHONE: - CELL #: 610-425-7942
E-MAIL ADDRESS: edwmyers1103@gmail.com

EMPLOYER'S NAME: Self employed
ADDRESS: _____
TELEPHONE: _____

PRESENT OCCUPATION: Software Developer and financial analyst (semi-retired)
ARE YOU OVER THE AGE OF 18? Yes

APPOINTMENT APPLIED FOR: GEARS Board Membership

SUMMARY OF QUALIFICATIONS / INTERESTS: I am interested in providing service to my community. I currently volunteer at the Community Cupboard of Elizabethtown.

REASON FOR APPLYING: I am an active pickleball participant hosted by GEARS. As such, I am interested in giving back to my community by representing our township on the board.

List any organizations which you are affiliated with that are funded by or are provided service by Mount Joy Township Government:

DATE: 4/8/2026 SIGNATURE: Edward Myers

Please return to: Patricia Bailey, Secretary
Mount Joy Township
8853 Elizabethtown Road
Elizabethtown, PA 17022

Additional information may be attached.



Elizabethtown Area Water Authority
211 W. Hummelstown Street
Elizabethtown, PA 17022
P: 717.367.7448 ♦ F: 717.367.7496 ♦ www.etown-water.com

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APR 15 2026

April 14, 2026

MOUNT JOY TOWNSHIP

Jeffrey Winterborne, Council President
Elizabethtown Borough Council
600 South Hanover Street
Elizabethtown, PA 17022

Debra E. Dupler, Chair
Mount Joy Township Board of Supervisors
8853 Elizabethtown Road
Elizabethtown, PA 17022

Roger Snyder, Chair
West Donegal Township Board of Supervisors
1 Municipal Drive
Elizabethtown, PA 17022

Re: EAWA Board Membership

Dear Jeff, Deb and Roger,

As you are aware, EAWA lost a valuable board member with the passing of Rich Sheidy in February. EAWA has been operating with a six (6) member board instead of the usual seven (7) members and in doing so caused several members to reflect on this fact and observe that now may be the appropriate time for the organizing municipalities to consider amending the articles of incorporation to move from a seven-member board to a six-member board.

Before Borough Council appoints to fill the vacancy, EAWA is recommending amendment to the articles and approved by motion in public session on April 13, 2026, such action with each appointing body to have two (2) appointments to EAWA's board. The focus and action of the EAWA board continues to be on all customers in the service area and the move from seven to six members furthers that goal by providing equal representation of the municipalities reflecting intermunicipal cooperation for a water authority that encompasses the entire region and not individual entities.

EAWA is therefore asking the three (3) municipalities act to amend the articles to allow this change. If approved, the Authority solicitor will prepare the amendment and corresponding bylaw change/update to provide a procedure to resolve tie votes and we welcome input on that matter. Because of the unified focus of the board on all customers, actions of the board are often unanimous. The need for use of a tie-breaking process is not anticipated but will be in place for that rare occasion which may arise.

Thanks for your consideration. Please call if you wish to discuss or have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Clair Dale Treese".

Clair Dale Treese, Chairman
Elizabethtown Area Water Authority



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MOUNT JOY TOWNSHIP

2 East Market Street Suite 2
York, PA 17401
Tele: (717) 846-4660

Consulting Engineers and Planners
www.consulttrg.com

March 23, 2026

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

**Re: Sheetz – Elizabethtown (Veterans Drive)
Transportation Impact Fee Credit Request
Mount Joy Township, Lancaster County
TRG Project No. 228.032.24**

Dear Mr. Evans:

The purpose of this letter is to request credit for the transportation impact fees for the proposed Sheetz located on Veterans Drive in Mount Joy Township. This letter reviews the criteria for exemptions and credits for the transportation impact fee in accordance with Section 125-10 of the Mount Joy Township Code. This letter will address each applicable item as presented in this section of the Township Code. The following numbered paragraphs correspond to items for consideration in Section 125-10 along with justification for the request.

125-10. Exemptions and credits

A. Exemptions. The following types of projects are exempt from the requirements of this chapter:

- (1) Projects constructed and/or owned by the federal government, state government, county government, or Township and to be used by such entity in the exercise of its governmental functions.*
- (2) The addition to or construction of buildings for agricultural use on properties devoted to farming.*
- (3) Additions to single-family dwellings or residential accessory structures which do not add additional dwelling units.*
- (4) De minimus applications, as defined in § **125-3**.*

This project does not meet the criteria for Exemptions. Sheetz is not requesting an exemption.

Mr. Justin Evans
March 23, 2026
Page 2

B. Credits. The Board of Supervisors may grant credits against the amount of the impact fees imposed in accordance with this chapter. Any applicant desiring to request that the Board of Supervisors grant credits against the amount of the impact fees imposed shall make a written request to the Board of Supervisors.

This letter will serve as a written request for transportation impact fee credits for the proposed Sheetz.

(1) The applicant shall present evidence and shall have the burden of proof to demonstrate that its request meets all of the following criteria:

a. The applicant proposes to construct, at the applicant's sole expense, a transportation improvement serving an overriding public interest, as defined in § 125-3.

Sheetz is proposing the construction of a northbound left turn lane on Hershey Road (SR 0743) that will provide a safe turning lane for northbound traffic turning onto Veterans Drive. This left turn lane will serve residential traffic that presently turns left onto Veterans Drive as well as the anticipated traffic that will access Sheetz. In addition to the left turn lane, the traffic signal will be modified by Sheetz to include a northbound left turn arrow that will allow for safe left turn movements at this intersection.

b. The applicant owns or shall obtain all interests in land necessary for the construction of the transportation improvements serving an overriding public interest.

Sheetz is constructing most of the proposed improvements within the existing legal right-of-way. Sheetz obtained additional right-of-way on the northeast corner of the intersection to complete the proposed work. Sheetz coordinated with the nearby property owners to obtain the necessary signoffs / applications to obtain a PennDOT highway occupancy permit.

c. The proposed transportation improvement will alleviate documented, existing traffic problems in addition to providing capacity for traffic to be generated by the applicant's proposed development. The applicant shall present documentation of:

(1) Existing traffic problems, preferably through studies or reports in existence before the applicant filed an application for development and preferably through studies and reports prepared by persons or firms other than the applicant's consultants;

A traffic signal was installed at this intersection in 2015 as recommended in the Mount Joy Township Capital Improvements Plan. The Capital Improvements Plan did not recommend a northbound left turn lane, however, the installation of a left turn lane with a protected left turn arrow will allow for safe left turns for residents accessing residential developments located on Old Hershey Road. The existing traffic volumes at this intersection show a significant number of northbound left turns without the Sheetz development and left turn lane warrants are currently met for the AM, PM, and Saturday peak hours. Turn lane analysis for existing conditions are included with this letter.

Mr. Justin Evans
March 23, 2026
Page 3

- (2) *The capacity of the proposed transportation improvements; and*

The northbound left turn lane and left turn arrow will improve capacity through the intersection in the existing condition, especially for the northbound through movements. It was observed in the existing condition vehicles passing left turning vehicles on the shoulder due to the lack of a left turn lane. The turn lane will improve capacity and will also improve safety through the intersection by not having cars pass the left turning vehicles on the shoulder.

- (3) *The traffic to be generated by the applicant's proposed development.*

With the proposed development, the northbound left turn lane and left turn arrow are necessary due to the additional left turning traffic volumes. The installation of the left turn lane and left turn arrow will be beneficial both to the proposed development and the existing residents along Old Hershey Road.

- d. *The proposed transportation improvements will be consistent with the Official Map.*

The proposed left turn lane is not included on the official map. The intersection improvements shown on the official map is consistent with the Township Capital Improvements Plan.

- e. *The proposed transportation improvements will meet PennDOT regulations where improvements are proposed to state highways.*

The northbound left turn lane meets PennDOT traffic volume warrants in the existing condition and with the proposed development. PennDOT has approved the installation of the northbound left turn lane and protected left turn arrow at this intersection as part of the HOP and signal plan review.

- f. *The proposed transportation improvements will cost in excess of the amount of the credit requested.*

- (1) *The applicant shall present documentation of the cost of the proposed transportation improvements in accordance with the following:*

- a) *The cost of the proposed transportation improvements shall be prepared by a professional engineer licensed in this commonwealth and certified by such engineer to be a fair and reasonable estimate of such cost.*

The total cost for the HOP and signal work is in excess of \$720,000 for the entire project. As shown on the attached cost estimate, the widening and overlay for the left turn lane will exceed \$200,000. The calculated impact fee for this project is \$148,344.

Mr. Justin Evans
March 23, 2026
Page 4

- b) *The cost shall be estimated as of 90 days following the date of completion of the transportation improvements by the applicant.*

An actual construction cost will be provided to the Township upon completion to confirm that the improvements will be in excess of \$148,344.

- c) *The cost estimate shall include only those transportation improvements serving an overriding public interest. Transportation improvements which only serve the applicant's project may not be included in the cost estimate.*

The PennDOT cost estimate completed is for the entire job, however, the widening and overlay alone will far exceed the required impact fee of \$148,344 for the proposed improvements. As stated in this letter, the left turn lane will be a capacity and safety improvement that will serve the overriding public interest.

- (2) *If the impact fee for the applicant's proposed development cannot be determined at the time of the application for a credit, the credit shall be calculated as equivalent to a certain number of p.m. peak hour trips. By way of example, if the applicant proposed to develop a retail center or industrial center where the impact fee cannot be calculated until the mix of tenants is determined, the credit shall be established as equivalent to a certain number of p.m. peak hour trips.*

The proposed development is known, and the calculated impact fee is \$148,344. The credit requested is for the entire amount since the left turn lane will exceed the calculated impact fee.

- (2) *The Township Engineer shall review the request for credits at the expense of the applicant and shall prepare recommendations for the Board of Supervisors.*

Noted.

- (3) *The Board of Supervisors, at its discretion, may review written materials submitted by the applicant and the recommendations of the Township Engineer or may hold a hearing to receive evidence on the application for impact fee credits. The Board of Supervisors may grant the request for credits against the impact fee as submitted, may grant credits in a lower amount than requested, or may deny the request for credits.*

Noted.

Mr. Justin Evans
March 23, 2026
Page 5

(4) If the Board of Supervisors shall grant the application in whole or in part, the applicant shall enter into a written agreement with the Township, in recordable form, setting forth the credits or the manner in which the credits will be calculated. The agreement shall be recorded at the expense of the applicant and shall bind all successor owners of the property or properties. If the applicant owns more than one lot of record or proposes to subdivide its property into more than one lot, the agreement shall specify which lots shall be entitled to credit and the amount of credits attributable to each lot.

The applicant has established a developer's agreement with the Township for the proposed development. The applicant is requesting a credit for the full impact fee of \$148,344. As stated in this letter, the construction costs of the northbound left turn lane and protected left turn arrow will far exceed the calculated impact fee for the proposed development. Furthermore, the installation of the northbound left turn lane and left turn arrow will both improve capacity and safety at this intersection. In our opinion, the proposed improvements will serve the overriding public interest.

I trust this letter adequately addresses the comments. If you have any questions, please feel free to give me a call.

Very truly yours,
Transportation Resource Group, Inc.



Christopher E. Schwab, P.E.
Principal

Attachments

cc: Benjamin S. Craddock, P.E., Lancaster Civil Engineering Co.
Christopher C. Lincoln, P.E., Traffic Planning & Design, Inc.
Matthew Mandia, Mount Joy Township
Jessica Strittmatter, P.E., PMP, Sheetz, Inc.
Claudia Shank, Esq., McNees Wallace & Nurick, LLC
Josele Cleary, Esq., Morgan, Hallgren, Crosswell & Kane, P.C.

Preliminary Construction Cost Estimate for Hershey Road / Veterans Drive Improvements

Project: Sheetz Elizabethtown, PA (Veterans Drive)
 Twp: Mount Joy Township

Applicant: Sheetz
 Project No: 228.032.24

ITEM	Quantity	Unit Price	Cost
-Bituminous Paving			
18,000 sf x .111 = 1,998 sy	2,000	\$100.00	\$200,000.00
-Milling and Overlay			
19,200 sf x .111 =2,131 sy	2,150	\$50.00	\$107,500.00
-Grading/Earthwork			
Lump Sum	1	\$20,000.00	\$20,000.00
-Line Striping			
4 inch White Line (LF)	1,800	\$0.50	\$900.00
6 inch White Line (LF)	250	\$0.50	\$125.00
4 inch Yellow Line (LF)	1,400	\$0.50	\$700.00
Left Turn Arrow	4	\$150.00	\$600.00
24 inch White Line (LF)	72	\$25.00	\$1,800.00
-Signs			
Type B Post Mounted	4	\$250.00	\$1,000.00
-Guiderail			
Guiderail Replacement (LF)	280	\$100.00	\$28,000.00
-Signal Modifications			
Relocate Mast Arms	3	\$30,000.00	\$90,000.00
New Controller Cabinet	1	\$20,000.00	\$20,000.00
New Traffic Signal Heads	9	\$1,000.00	\$9,000.00
Radar detection	1	\$8,000.00	\$8,000.00
Miscellaneous Signal Equipment / Cable (Lump Sum)	1	\$25,000.00	\$25,000.00
-Utility Pole Relocation			
Each	6	\$10,000.00	\$60,000.00
Driveway Modifications			
Each	3	\$1,000.00	\$3,000.00
-M & P of Traffic			
(Lump Sum)	1	\$25,000.00	\$25,000.00
Subtotal			\$600,625
Mobilization (5%)			\$30,031
Admin. & Const. Inspection (5%)			\$30,031
Contingency (10%)			\$60,063
TOTAL			\$720,750

*** This cost does not reflect the following:
 - Right of Way Cost (if required)
 - Engineering / Permitting Costs

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STUDY LOCATION AND ANALYSIS INFORMATION

Municipality: <input type="text" value="Mount Joy Township"/> County: <input type="text" value="Lancaster County"/> PennDOT Engineering District: <input type="text" value="8"/>	Analysis Date: <input type="text" value="7/26/2024"/> Conducted By: <input type="text" value="CES"/> Checked By: <input type="text"/> Agency/Company Name: <input type="text"/>
Intersection & Approach Description: <input type="text" value="Hershey Road / Veterans Drive"/>	
Analysis Period: <input type="text" value="Existing"/> Design Hour: <input type="text" value="AM Peak Hour"/> Intersection Control: <input type="text" value="Signalized"/> Posted Speed Limit (MPH): <input type="text" value="45"/> Type of Terrain: <input type="text" value="Rolling"/>	Number of Approach Lanes: <input type="text" value="1"/> Undivided or Divided Highway: <input type="text" value="Undivided"/> <div style="border: 2px solid red; padding: 2px; display: inline-block;">Type of Analysis</div> Left or Right-Turn Lane Analysis?: <input type="text" value="Left Turn Lane"/>

VOLUME CALCULATIONS

Left Turn Lane Volume Calculations						
Movement	Include?	Volume	% Trucks	PCEV		
Advancing	Left	Yes	22	11.0%	26	Advancing Volume: <input type="text" value="800"/> Opposing Volume: <input type="text" value="496"/> Left Turn Volume: <input type="text" value="26"/>
	Through	-	730	4.0%	774	
	Right	Yes	0	0.0%	0	
Opposing	Left	Yes	0	0.0%	0	% Left Turns in Advancing Volume: <input type="text" value="3.25%"/>
	Through	-	421	9.0%	478	
	Right	Yes	16	6.0%	18	

Right Turn Lane Volume Calculations						
Movement	Include?	Volume	% Trucks	PCEV		
Advancing	Left	Yes	22	0.0%	N/A	Advancing Volume: <input type="text" value="N/A"/> Right Turn Volume: <input type="text" value="N/A"/>
	Through	-	730	9.0%	N/A	
	Right	-	0	6.0%	N/A	

TURN LANE WARRANT FINDINGS

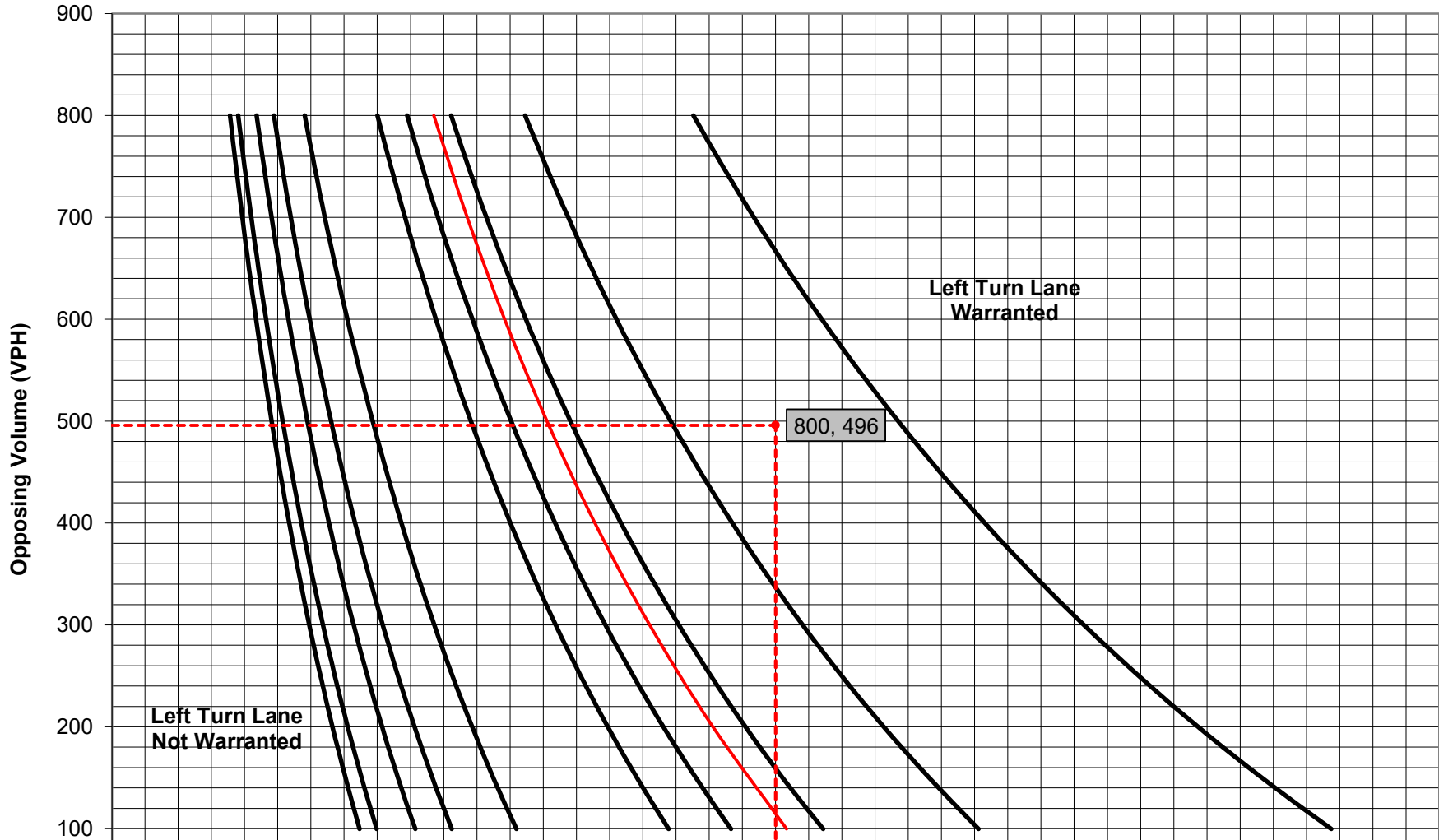
Left Turn Lane Warrant Findings	Right Turn Lane Warrant Findings
Applicable Warrant Figure: <input type="text" value="Figure 3"/> Warrant Met?: <input type="text" value="Yes"/>	Applicable Warrant Figure: <input type="text" value="N/A"/> Warrant Met?: <input type="text" value="N/A"/>

TURN LANE LENGTH CALCULATIONS

Intersection Control: <input type="text" value="Signalized"/> Design Hour Volume of Turning Lane: <input type="text" value="26"/> Cycles Per Hour (Assumed): <input type="text" value="Known"/> Cycles Per Hour (If Known): <input type="text" value="60"/>	Average # of Vehicles/Cycle: <input type="text" value="1.0"/>																																								
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="3" style="width: 20%;">Type of Traffic Control</th> <th colspan="6">Speed (MPH)</th> </tr> <tr> <th colspan="2">25-35</th> <th colspan="2">40-45</th> <th colspan="2">50-60</th> </tr> <tr> <th colspan="6" style="text-align: center;">Turn Demand Volume</th> </tr> <tr> <th></th> <th>High</th> <th>Low</th> <th>High</th> <th>Low</th> <th>High</th> <th>Low</th> </tr> </thead> <tbody> <tr> <td>Signalized</td> <td>A</td> <td>A</td> <td>B or C</td> <td>B or C</td> <td>B or C</td> <td>B or C</td> </tr> <tr> <td>Unsignalized</td> <td>A</td> <td>A</td> <td>C</td> <td>B</td> <td>B or C</td> <td>B</td> </tr> </tbody> </table>		Type of Traffic Control	Speed (MPH)						25-35		40-45		50-60		Turn Demand Volume							High	Low	High	Low	High	Low	Signalized	A	A	B or C	B or C	B or C	B or C	Unsignalized	A	A	C	B	B or C	B
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Unsignalized	A	A	C	B	B or C	B																																			
Left Turn Lane Storage Length, Condition A: <input type="text" value="N/A"/> Feet Condition B: <input type="text" value="125"/> Feet Condition C: <input type="text" value="150"/> Feet Required Left Turn Lane Storage Length: <input type="text" value="150"/> Feet																																									
Additional Findings: <input type="text" value="N/A"/>																																									
Additional Comments / Justifications: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>																																									

**Figure 3. Warrant for left turn lanes on two-lane highways
(45 mph speed, unsignalized and signalized intersections)**

(L = % Left Turns in Advancing Volume)



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STUDY LOCATION AND ANALYSIS INFORMATION

Municipality: <input type="text" value="Mount Joy Township"/> County: <input type="text" value="Lancaster County"/> PennDOT Engineering District: <input type="text" value="8"/>	Analysis Date: <input type="text" value="7/26/2024"/> Conducted By: <input type="text" value="CES"/> Checked By: <input type="text"/> Agency/Company Name: <input type="text"/>
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VOLUME CALCULATIONS

Left Turn Lane Volume Calculations						
Movement	Include?	Volume	% Trucks	PCEV		
Advancing	Left	Yes	79	0.0%	79	Advancing Volume: <input type="text" value="599"/> Opposing Volume: <input type="text" value="918"/> Left Turn Volume: <input type="text" value="79"/>
	Through	-	495	3.0%	518	
	Right	Yes	2	0.0%	2	
Opposing	Left	Yes	2	0.0%	2	% Left Turns in Advancing Volume: <input type="text" value="13.19%"/>
	Through	-	797	3.0%	833	
	Right	Yes	79	3.0%	83	

Right Turn Lane Volume Calculations						
Movement	Include?	Volume	% Trucks	PCEV		
Advancing	Left	Yes	79	0.0%	N/A	Advancing Volume: <input type="text" value="N/A"/> Right Turn Volume: <input type="text" value="N/A"/>
	Through	-	495	3.0%	N/A	
	Right	-	2	3.0%	N/A	

TURN LANE WARRANT FINDINGS

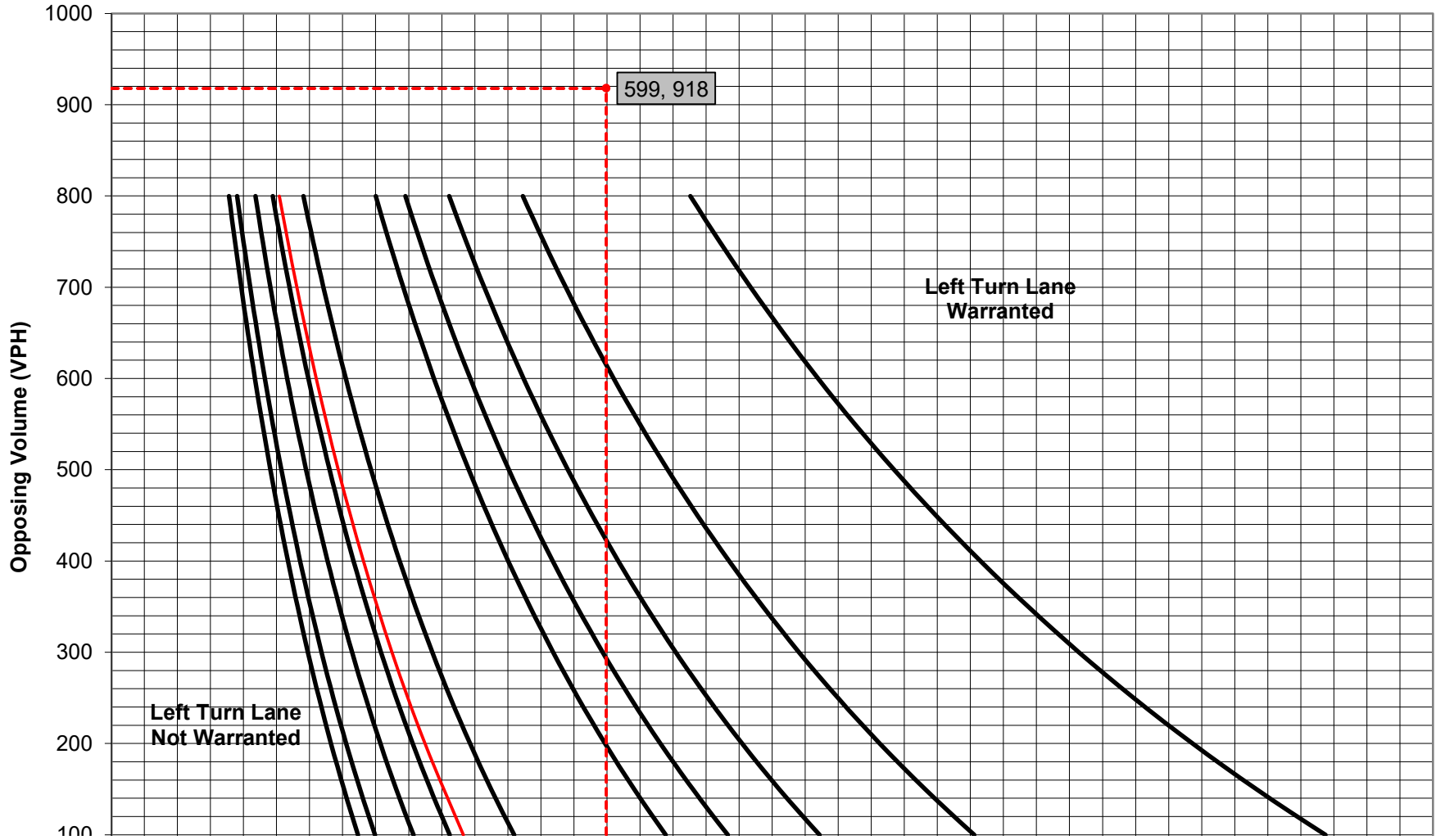
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(45 mph speed, unsignalized and signalized intersections)**

(L = % Left Turns in Advancing Volume)



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STUDY LOCATION AND ANALYSIS INFORMATION

Municipality: <input type="text" value="Mount Joy Township"/> County: <input type="text" value="Lancaster County"/> PennDOT Engineering District: <input type="text" value="8"/>	Analysis Date: <input type="text" value="6/27/2024"/> Conducted By: <input type="text" value="CES"/> Checked By: <input type="text"/> Agency/Company Name: <input type="text"/>
Intersection & Approach Description: <input type="text" value="Hershey Road / Veterans Drive"/>	
Analysis Period: <input type="text" value="Existing"/> Design Hour: <input type="text" value="Sat Peak Hour"/> Intersection Control: <input type="text" value="Signalized"/> Posted Speed Limit (MPH): <input type="text" value="45"/> Type of Terrain: <input type="text" value="Rolling"/>	Number of Approach Lanes: <input type="text" value="1"/> Undivided or Divided Highway: <input type="text" value="Undivided"/> <div style="border: 2px solid red; padding: 2px; display: inline-block;">Type of Analysis</div> Left or Right-Turn Lane Analysis?: <input type="text" value="Left Turn Lane"/>

VOLUME CALCULATIONS

Left Turn Lane Volume Calculations						
Movement	Include?	Volume	% Trucks	PCEV		
Advancing	Left	Yes	57	2.0%	59	Advancing Volume: <input type="text" value="605"/> Opposing Volume: <input type="text" value="392"/> Left Turn Volume: <input type="text" value="59"/>
	Through	-	530	2.0%	546	
	Right	Yes	0	0.0%	0	
Opposing	Left	Yes	0	0.0%	0	% Left Turns in Advancing Volume: <input type="text" value="9.75%"/>
	Through	-	363	1.0%	369	
	Right	Yes	23	0.0%	23	

Right Turn Lane Volume Calculations						
Movement	Include?	Volume	% Trucks	PCEV		
Advancing	Left	Yes	57	0.0%	N/A	Advancing Volume: <input type="text" value="N/A"/> Right Turn Volume: <input type="text" value="N/A"/>
	Through	-	530	3.0%	N/A	
	Right	-	0	3.0%	N/A	

TURN LANE WARRANT FINDINGS

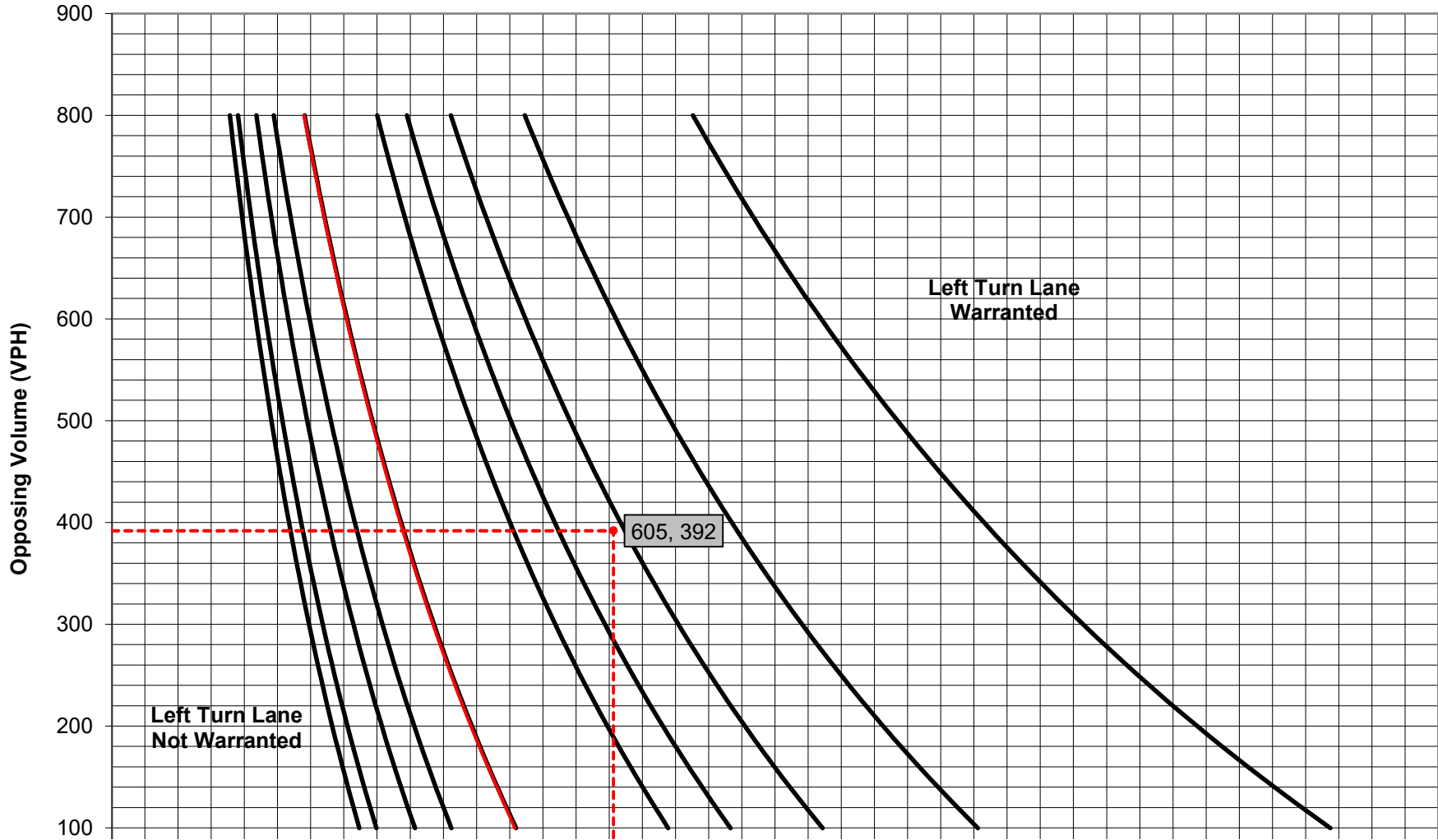
Left Turn Lane Warrant Findings	Right Turn Lane Warrant Findings
Applicable Warrant Figure: <input type="text" value="Figure 3"/> Warrant Met?: <input type="text" value="Yes"/>	Applicable Warrant Figure: <input type="text" value="N/A"/> Warrant Met?: <input type="text" value="N/A"/>

TURN LANE LENGTH CALCULATIONS

Intersection Control: <input type="text" value="Signalized"/> Design Hour Volume of Turning Lane: <input type="text" value="59"/> Cycles Per Hour (Assumed): <input type="text" value="Known"/> Cycles Per Hour (If Known): <input type="text" value="72"/>	Average # of Vehicles/Cycle: <input type="text" value="1.0"/>																																								
PennDOT Publication 46, Exhibit 11-6																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="3" style="width: 20%;">Type of Traffic Control</th> <th colspan="6">Speed (MPH)</th> </tr> <tr> <th colspan="2">25-35</th> <th colspan="2">40-45</th> <th colspan="2">50-60</th> </tr> <tr> <th colspan="6" style="text-align: center;">Turn Demand Volume</th> </tr> <tr> <th></th> <th>High</th> <th>Low</th> <th>High</th> <th>Low</th> <th>High</th> <th>Low</th> </tr> </thead> <tbody> <tr> <td>Signalized</td> <td>A</td> <td>A</td> <td>B or C</td> <td>B or C</td> <td>B or C</td> <td>B or C</td> </tr> <tr> <td>Unsignalized</td> <td>A</td> <td>A</td> <td>C</td> <td>B</td> <td>B or C</td> <td>B</td> </tr> </tbody> </table>		Type of Traffic Control	Speed (MPH)						25-35		40-45		50-60		Turn Demand Volume							High	Low	High	Low	High	Low	Signalized	A	A	B or C	B or C	B or C	B or C	Unsignalized	A	A	C	B	B or C	B
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Signalized	A	A	B or C	B or C	B or C	B or C																																			
Unsignalized	A	A	C	B	B or C	B																																			
Left Turn Lane Storage Length, Condition A: <input type="text" value="N/A"/> Feet Condition B: <input type="text" value="125"/> Feet Condition C: <input type="text" value="150"/> Feet Required Left Turn Lane Storage Length: <input type="text" value="150"/> Feet																																									
Additional Findings: <input type="text" value="N/A"/>																																									
Additional Comments / Justifications: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>																																									

**Figure 3. Warrant for left turn lanes on two-lane highways
(45 mph speed, unsignalized and signalized intersections)**

(L = % Left Turns in Advancing Volume)





April 16, 2026

Mr. Benjamin Craddock, P.E.

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

RE: Sheetz (Veterans Drive)

Traffic Impact Fee Credit Request Review

Mount Joy Township, Lancaster County, PA

TPD No. MJTO.00079

Dear Mr. Craddock:

As requested, TPD Inc. has completed a review of the following information prepared by Transportation Resource Group, Inc. (TRG) related to the above referenced project:

- Transportation Impact Fee Credit Request Letter dated March 23, 2026.

Based on our review, we offer the following comments:

1. The applicant has provided a letter requesting a credit of the required transportation impact fee based on a portion of the improvements proposed in conjunction with the proposed Sheetz development. The letter specifically requests a credit of the impact fee as it relates to the installation of the northbound Hershey Road (S.R. 0743) left-turn lane in accordance with §125-10.
2. The Township has previously evaluated the installation of a northbound Hershey Road (S.R. 0743) left-turn lane at its intersection with Veterans Drive. TPD completed concept plans for the potential installation of the turn lane in 2018, which are attached for reference. However, based on the costs involved and impacts to neighboring properties, the Township did not pursue the improvement.
3. As noted in the Applicant's request letter, the left-turn lane is warranted under existing condition traffic volumes during the weekday A.M., weekday P.M., and Saturday midday peak hours. With the addition of traffic from this proposed development and other nearby developments, the need for the left-turn lane will only increase.
4. The Applicant's transportation impact fee has been calculated as \$148,344.00. Based on the cost estimate provided in the Applicant's request letter, the construction costs related specifically to the installation of the left-turn lane (roadway widening, signal mast arm relocation, etc.) appear to exceed the amount of the impact fee.
5. While the request for a transportation impact fee credit appears reasonable based on the justification provided by the Applicant, the granting of a credit is a policy decision by the Board of Supervisors.
6. If the Board of Supervisors grants the request for a credit against the traffic impact fee, the Applicant shall enter into a written agreement with the Township, in recordable form, setting forth the credits and the manner in which the credits were calculated. The agreement shall be recorded

at the expense of the Applicant and shall bind all successor owners of the property or properties.

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

Sincerely,

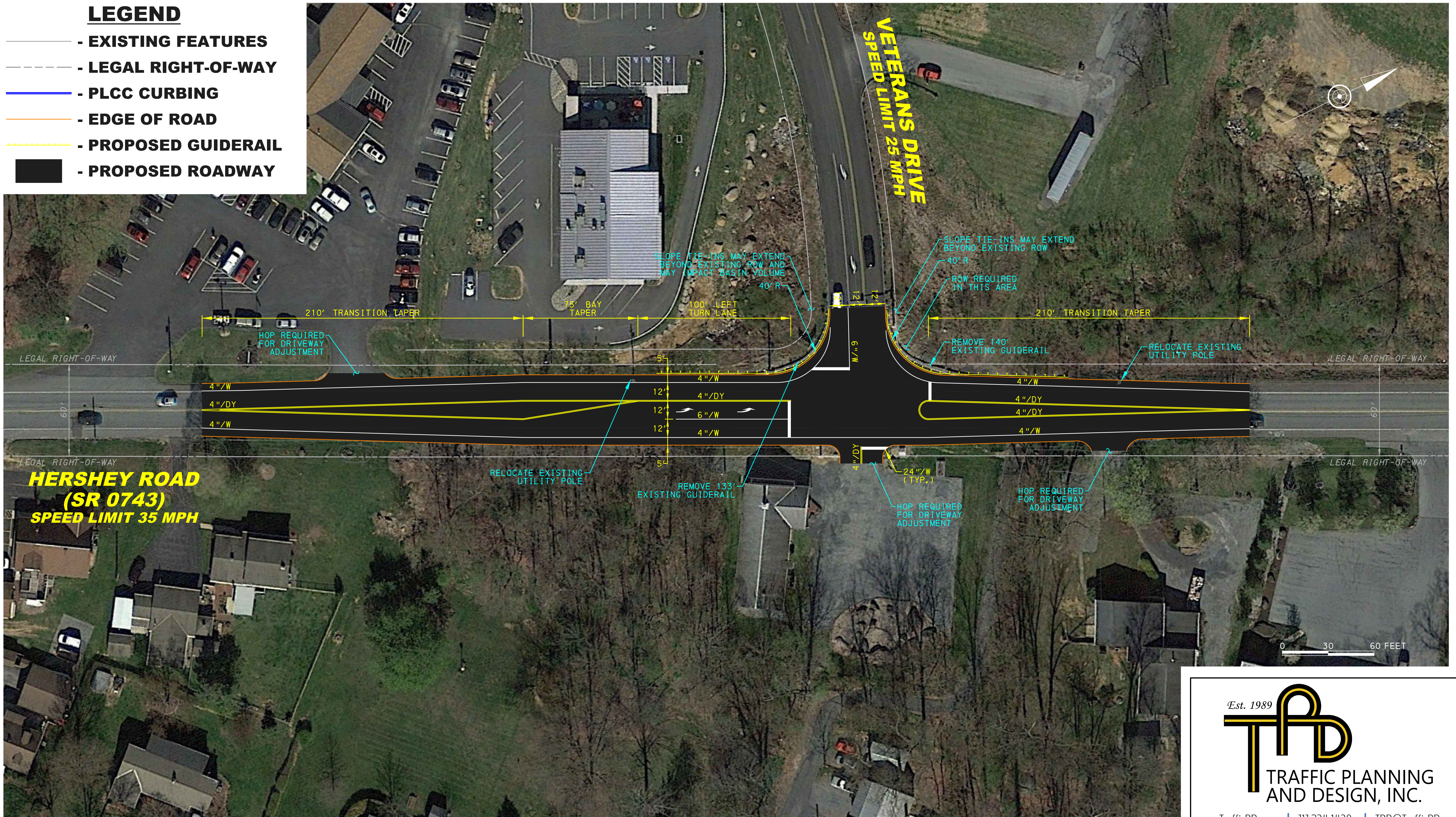
TPD

A handwritten signature in blue ink that reads "Christopher C. Lincoln". The signature is written in a cursive style with a large initial "C" and a long horizontal flourish at the end.

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

LEGEND

- - EXISTING FEATURES
- - LEGAL RIGHT-OF-WAY
- - PLCC CURBING
- - EDGE OF ROAD
- - PROPOSED GUIDERAIL
- - PROPOSED ROADWAY



11:30
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12/04/2018


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Est. 1989



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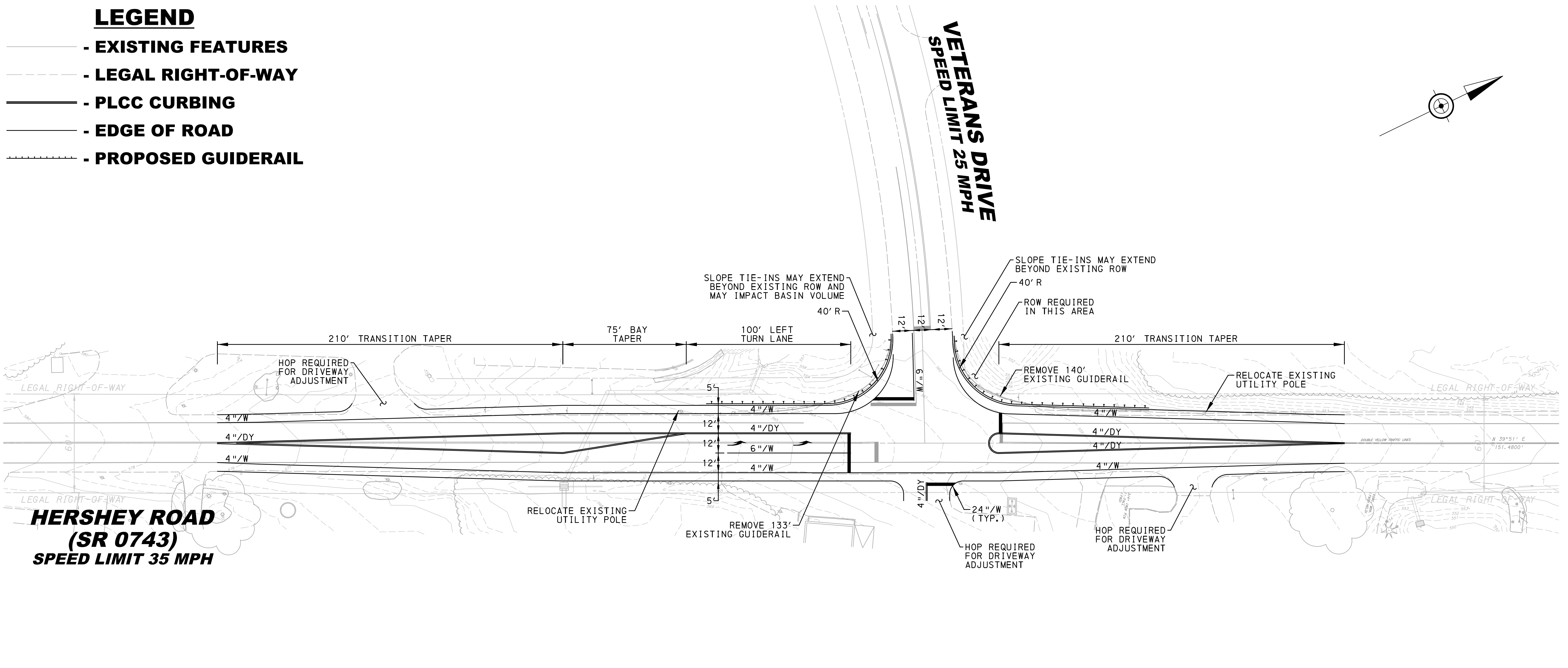
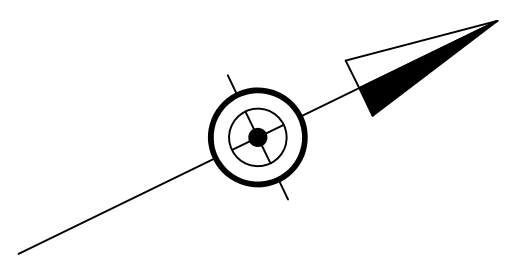
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CONCEPT PLAN

12/04/2018

LEGEND

-  - EXISTING FEATURES
-  - LEGAL RIGHT-OF-WAY
-  - PLCC CURBING
-  - EDGE OF ROAD
-  - PROPOSED GUIDERAIL



**HERSHEY ROAD
(SR 0743)
SPEED LIMIT 35 MPH**

**VETERANS DRIVE
SPEED LIMIT 25 MPH**

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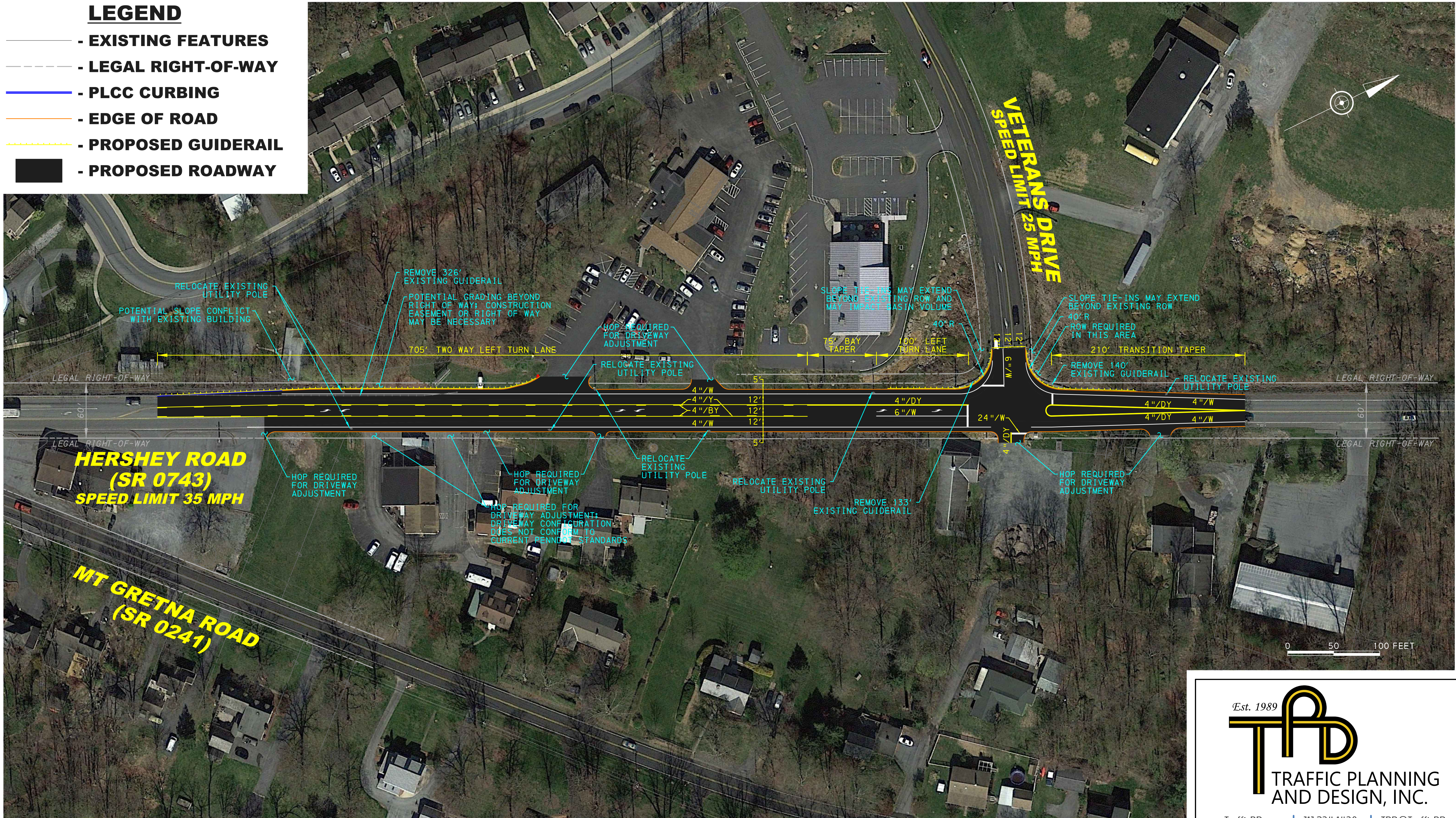
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CONCEPT PLAN

12/04/2018

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-  - LEGAL RIGHT-OF-WAY
-  - PLCC CURBING
-  - EDGE OF ROAD
-  - PROPOSED GUIDERAIL
-  - PROPOSED ROADWAY



12/24/2018 11:50:00 AM 11:50:00 PM

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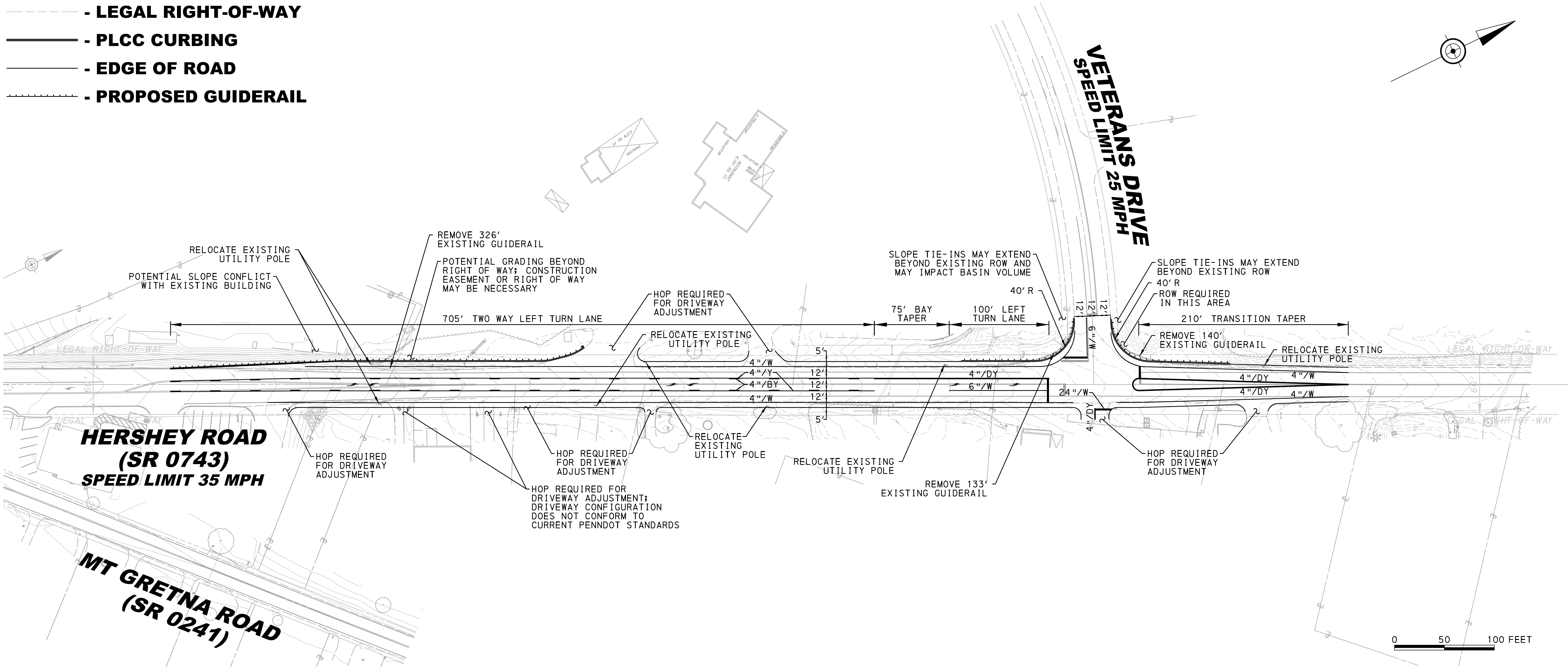
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12/04/2018 11:17:22 PM 11:50.0001


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- ALTHOUGH NOT NECESSARILY DEPICTED ON THIS CONCEPT PLAN, DRAINAGE AND STORMWATER MANAGEMENT IMPROVEMENTS MAY BE NECESSARY IN ORDER TO IMPLEMENT ANY PROPOSED IMPROVEMENTS.
- ALL DOCUMENTS, DESIGNS, DRAWINGS AND SPECIFICATIONS ("INSTRUMENTS OF SERVICE") PREPARED SPECIFICALLY FOR THIS PROJECT BY PREPARER ("ENGINEER") ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR USE BY CLIENT OR ANYONE ELSE ON FURTHER DEVELOPMENT OF THE PROJECT OR ON ANY OTHER PROJECT. IN ACCEPTING AND UTILIZING INSTRUMENTS OF SERVICE, OR ANY FORM OF ELECTRONIC MEDIA GENERATED AND PROVIDED BY ENGINEER WITH RESPECT TO THIS PROJECT, ANY REUSE OR MODIFICATION OF INSTRUMENTS OF SERVICE WITHOUT WRITTEN CONSENT BY ENGINEER FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO ENGINEER. CLIENT AGREES TO WAIVE ALL CLAIMS AGAINST ENGINEER RESULTING IN ANY WAY FROM ANY UNAUTHORIZED CHANGES OR REUSE OF INSTRUMENTS OF SERVICE BY ANYONE OTHER THAN ENGINEER. IN ADDITION, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND AND HOLD ENGINEER HARMLESS FROM ANY DAMAGE, LIABILITY, OR COST, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE, ARISING FROM ANY UNAUTHORIZED REUSE OR CHANGES TO INSTRUMENTS OF SERVICE.

Est. 1989



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DISTRICT	COUNTY	ROUTE	SECTION	SHEET
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MT. JOY TOWNSHIP				

CONCEPT PLAN

12/04/2018



MOUNT JOY TOWNSHIP

• Lancaster County, Pennsylvania •

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

Memorandum

To: Board of Supervisors

From: Matthew Mandia

Date: 4/20/26

Re: Upcoming Trash and Recycle Collection Contract

As the Board is aware, our current contract for Trash and Recycling expires on December 31, 2026. As a result, staff have been working on compiling specifications and bid documents to place this three-year contract out to bid in August of this year to Commence January 1, 2027, through December 31, 2029.

Until the bids are received for this service, we will not truly know the overall impact the new contract will have on our residents' individual cost for Trash and Recycle collections. With that said, staff has put together information for the Boards consideration as we finalize the way the bid package will go out for the competitive bidding process.

Provided below are some items that need to be determined to finalize the provisions within the bid package that will be publicly advertised.

Decision #1

Toters Provided by Hauler

(Recommended to be included in bid documents)

Currently, our hauler is not required to provide toters for both trash and recycling. It is recommended that the new contract includes toters for both trash and recycling. This would include one 96-gallon trash toter and one 64-gallon recycling toter per occupied dwelling unit. This will also allow the hauler to only need one employee per truck and will standardize the way all dwelling units gather and place trash and recycle for collection. Most haulers offer smaller toters to homeowners who do not produce a lot of trash and recycled materials. There usually is no reduction in cost for the smaller toter.

Decision #2

Customer Service Responsibilities

We are requesting direction on whether the Township continues this function, or the Hauler handles complaints and/or service issues.

The current arrangement has our township staff handling all customer service inquiries and complaints. This arrangement does in fact reflect on the township as residents equate the service level to being provided by the township. When we receive a complaint we call the hauler and get a plan of action to resolve the issue. We then pass along that information to residents and if the hauler does not follow through, it once again reflects badly on the township for something we have no control over.

It is common for the hauler to take on this responsibility removing the municipality of being in the middle. Residents can still contact the Township if they are not receiving satisfactory service after attempting to resolve the issue with the hauler. At that point, we can intervene as the party who awarded the contract.

Decision #3

75 and older discount

(Recommended to include as an alternate within the bid documents).

As the Board is aware, we offer a 75-year-old and older discount for our residents. Some haulers offer a "Senior" discount, while others do not advertise such a discount. I would recommend including this discount fee as an alternate within the bid documents.

Residents would still need to provide the haulers with the required information to verify eligibility for this discount on an annual basis.

As I believe the board is aware, Mount Joy Township is one of the few local municipalities that provide a discount for our older population. Under the current program, 75 and older residents receive a \$140 discount. There are currently 370 residents in this category which reduces revenue by \$51,800.

Please note that any senior discount offered by a hauler would not be nearly as generous as our current \$140 discount. The one I saw advertised was a \$25 discount but was for 62 years old & up.

Decision #4

Billing Administration

We are requesting direction on whether the Township continues this function or the Hauler handles billing. This can be bid as an alternate as well.)

It is recommended to have the billing of trash and recycling services as a bid alternate within the bid documents. The township currently administers the billing for the Trash and Recycling program headed up by our Trash and Recycling Coordinator. This includes bill mailing, collections, late notices and property lien administration. Including this as a bid alternate will provide a comparison of costs for us to provide this function, versus having the hauler provide it.

If it is decided to maintain the billing function, neighboring municipalities utilize a billing program provided by Diversified Technologies that streamlines the billing and tracking process and will reduce the amount of time our staff spends on this function. At the time of this memorandum, we are awaiting a quote from Diversified Technologies for the Trash and Recycling software, implementation, and training costs.

Decision #5

Cardboard Dumpster at Municipal Complex for Residents

We are requesting direction on whether we continue to offer the cardboard dumpster at the Municipal Complex.

The township currently offers a cardboard dumpster at the Municipal Building for residents to dispose of their cardboard. This is a heavily utilized dumpster. In addition to those who are utilizing the dumpster for the intended purpose, many non-resident and commercial individuals and businesses utilize this unit. I am looking to the Board for direction on continuing to offer this cardboard dumpster service.

Additional Cost Saving Recommendations

Eliminate Prepay Discount of \$10.00

Approximately 900 individuals took advantage of the \$10.00 prepay option last year, totaling a \$9,000 reduction in revenue for the Trash and Recycle Program. **(Recommend eliminating this discount if we continue doing billing administration. Approximate cost savings \$9,000)).** The hauler may offer this discount, but they would factor that revenue reduction into their bid price.

Eliminate Magnet Program

- Discontinue paying for the creation and mailing of Trash and Recycle magnets to residents. The township will post this information on the website and publish it in each newsletter with a dashed outline to encourage it to be cut out for reference. **(Recommend eliminating this program). (Approximate cost savings of \$ 2,167)**

Recycle Bins

- No longer needed if hauler provides recycle totes. **(Approximate Cost Savings of \$3,850)**

Alternate Bid Options to Consider

Option #1: Current Arrangement

- No Issued Totes - Requires Second Person on Truck. (Current Arrangement).
- Recycle Bins for Sale. (Annual cost of \$3,850).
- Extra Tag and Yard Waste Bag Sales at Township.
- Billing Completed by Township.
- Complaints Handled by Township.
- \$140 for 75 & Older Discount Offered (Annual cost of \$51,800).
- Postage (Approximate Annual cost \$ 6,900).
- Cardboard Dumpster Provided at Municipal Complex.

Option #2: Full Service

- Trash (96 Gallon) and Recycle (64 Gallon) Totes Distributed.
- Extra Tag and Yard Waste Bag Sales at Township.
- Billing Completed by Hauler.
- Complaints handled by Hauler.
- Haulers Senior Discount Program.
- Cardboard Dumpster provided at Municipal Complex or not.

Option #3: Hybrid Model

- Trash (96 Gallon) and Recycle (64 Gallon) Totes Distributed.
- Extra Tag and Yard Waste Bag Sales at Township.
- Billing Completed by Township utilizing Diversified.
- Complaints handled by (Hauler or Township).
- 75 & Older Discount Adjusted to \$75 down from \$140.
- Cardboard dumpster provided at Municipal Complex or not.



MOUNT JOY TOWNSHIP

• Lancaster County, Pennsylvania •

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MEMO

TO: Board of Supervisors
FROM: Patricia Bailey
DATE: April 14, 2026
SUBJECT: Chapter 90 – Park Rules

The Park & Recreation Board, at their meeting held on Tuesday, April 14, 2026, discussed the idea of allowing food trucks at the parks for ball tournaments and special events. Old Trolley Line Park has tournaments during the spring, summer and fall. The Township is also getting requests for special events to be held at the park, i.e. birthday parties, Watershed groups, races, etc. that may benefit from having a food truck for the attendees of the event.

The Park and Recreation Board would like to recommend updating Chapter 90, Park Rules, §90-3.P with the following changes:

Remove 90-3.P(1) whereby Applicants must be an established organization within the Elizabethtown Area School District or Donegal School District, excluding for-profit businesses.

Change 90-3.P(2) Change this line to allow for two (2) food trucks per day per park.

Adopt Resolution to establish application a non-refundable fee for food trucks at \$100.00 per truck.

The Park and Recreation Board, made a motion, seconded, and unanimously approved the above recommendations to be forwarded to the Mount Joy Township Board of Supervisors for their consideration.

- L. No person shall engage in any violent, abusive, loud, boisterous, vulgar, lewd, wanton, obscene or otherwise disorderly conduct tending to create a breach of the peace or to disturb or annoy others while in or on any Township property. No person shall commit any indecent or immoral act intending to debauch the morals or manners of the public while in or on any Township property.
- M. No person shall golf on Township property.
- N. No person shall gamble on Township property.
- O. No person shall engage in camping on Township property.
- P. No person shall peddle or solicit business of any nature whatsoever on Township property without prior written Township authorization. Requests for such authorization shall be made to the Township in writing at least one week prior to the scheduled event in accordance with the following: **[Amended 7-18-2022 by Ord. No. 335-2022]**
- (1) Applicants must be an established organization within the Elizabethtown Area School District or Donegal School District, excluding for-profit businesses.
 - (2) The date on which the proposed activity is to be held shall not conflict with any previously scheduled activity at the park. No more than one vendor shall be permitted per day per park.
 - (3) A hold harmless release in a form acceptable to the Township shall be executed and provided to the Township.
 - (4) The application shall include the application fee as established by the Board of Supervisors.
 - (5) If the proposal involves the sale or distribution of food products, the following shall be provided as applicable:
 - (a) Certificate of insurance naming the Township as additional insured at a minimum coverage of \$1,000,000.
 - (b) Permanent or temporary retail food license issued by the Pennsylvania Department of Agriculture.
 - (c) Safe food handling certification.
 - (d) Demonstration of compliance with standards contained within the Pennsylvania Department of Agriculture Mobile Food Facility Operation Guide.
 - (e) Applicant and/or vendor shall provide a method of trash collection and disposal other than waste receptacles provided at the park.
- Q. No person shall operate electric generators or chain saws or other powered implements on Township property other than Township employees, Township contractors and entities granted approval as set forth in § 90-3P. **[Amended 7-18-2022 by Ord. No. 335-2022]**
- R. Rollerblades, bicycles, skateboards and scooters may be operated on trails and parking lots only. Any rider must be in control of his or her vehicle and shall grant the right-of-way to pedestrians.
- S. No person shall have or conduct any live musical, theatrical or other entertainment or exhibit, instruct, compete, demonstrate or allow a special event unless authorized by the applicable approval authority and unless all necessary permits have been obtained. Notwithstanding the foregoing, acoustical music shall be permitted.



MOUNT JOY TOWNSHIP

Lancaster County
8853 Elizabethtown Road
Elizabethtown, PA 17022

2026 PARK VENDING PERMIT APPLICATION

Vending permits are available for use during tournaments and/or pavilion rentals and Township sponsored events, with written approval from the Township Manager, or his/her designee. No more than two (2) food trucks will be permitted in a park on any given day. Vendors must take any garbage created during food service when they leave the event.

For Office Use:	
Permit # _____	Fee \$ _____
Liability Insurance: Y or N	
PA Food License: Y or N	
Food Safety: Y or N	
Permit Issue Date: _____	
Manager/Designee Initials: _____	

EVENT INFORMATION

Event Title/Description: _____

Event Day/Dates(s): _____

Event Sponsor's Representative: _____ / _____ / _____
Print Name Signature Date

VENDOR INFORMATION

Business or Organization Name: _____

Address: _____

Telephone: (Day) _____ Evening: _____

Applicant Name: _____ Email: _____

Describe what you plan to distribute or sell in detail: _____

Vendor vehicle(s) to be used (Make/Model/Color/Year/License #/State): _____

Non-Refundable Fee Per Day: = 100.00 (application, documents and fee must be submitted at least 30 days in advance of event.)

Must provide the following documents along with application:

- 1) Certificate of Liability Insurance, naming Mount Joy Township an additional insured at a minimum coverage of \$1,000,000.
- 2) Permanent or temporary retail food license issued by the Pennsylvania Department of Agriculture.
- 3) Safe Food Handling Certification.
- 4) Demonstration of compliance with standards contained within the Pennsylvania Department of Agriculture Mobile Food Facility Operation Guide.

I certify that all information on this application is true and correct to the best of my knowledge.

Applicant Signature: _____ Date: _____

TOWNSHIP OF MOUNT JOY

LANCASTER COUNTY, PENNSYLVANIA

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF MOUNT JOY, LANCASTER COUNTY, PENNSYLVANIA, ESTABLISHING FEES FOR THE RESERVATION OF AND/OR DONATIONS FOR PARK, RECREATIONAL AND OTHER PUBLIC FACILITIES.

WHEREAS, Section 2203 of the Second Class Township Code, Act of May 1, 1933 (P.L. 103, No. 69), as reenacted and amended November 9, 1995 (P.L. 350, No. 60) as amended, authorizes the Board of Supervisors of Mount Joy Township to enact an ordinance for the establishment of rules and regulations for the use of any public park, recreation grounds and facilities connected therewith; and

WHEREAS, on February 21, 2005, the Board of Supervisors of Mount Joy Township enacted Mount Joy Township Ordinance CCII whereby the Code of Ordinances of the Township of Mount Joy is amended by inserting a new Chapter 90, Parks and Recreation, setting forth rules and regulations to govern the conduct of members of the public in parks and recreational facilities and other properties established and/or maintained by the Township and to protect and preserve public property; and

WHEREAS, Chapter 90, §90-3.P(4) of the Code of Ordinances of the Township of Mount Joy authorizes the Board of Supervisors to establish fees by resolution for the reservation of individual facilities and/or donations therefore; and

WHEREAS, the Board of Supervisors of Mount Joy Township desires to establish such fees.

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

Section 1. Wolgemuth Park, Cove Outlook Park & Old Trolley Line Park. Anyone submitting a Park Vending Permit Application for a food truck at Wolgemuth Park, Cove Outlook Park, and/or Old Trolley Line Park shall be charged and pay a non-refundable fee for such use. A fee of \$100.00 shall be charged and paid upon submission of the Park Vending Permit Application. Application and fee must be submitted to Mount Joy Township at least 30 days prior to event. If the fee is not paid or the documents that are required with the application are not received the permit will not be issued.

Section 2. Any Park Vendor Permit Application must include the following:

Certificate of Insurance for liability insurance purposes naming Mount Joy Township as an additional insured.

Permanent or temporary retail food license issued by the Pennsylvania Department of Agriculture.

Safe Food Handling Certification.

Demonstration of compliance with standards contained within the Pennsylvania Department of Agriculture Mobile Food Facility Operation Guide.

Section 3. Upon receipt of a reservation, the Township Manager, or his/her designated representative, shall forward a written confirmation letter to the person requesting such reservation. A copy

of the Township's rules and regulations governing the use of the park shall be included with the mailing of the confirmation letter.

Section 4. The provisions of this resolution are severable, and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this resolution. It is hereby declared to be the intent of the Board of Supervisors that this resolution would have been adopted if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

Section 5. This Resolution shall take effect and be in force beginning May 1, 2026.

DULY ADOPTED the **20th** day of **April 2026**, 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

By: _____
(Vice) Chairman

Attest: _____
Secretary

[TOWNSHIP SEAL]