



ZONING HEARING BOARD APPLICATION
YORK COUNTY, PENNSYLVANIA

❖ Part 1:

APPLICANT(S)/EQUITABLE OWNER

Name: AMERICAL HERITAGE GROUP LLC
Address: 657 WOODBURN RD
LEWISBERRY, PA 17339
Phone: (717) 884-8493

EXISTING OWNER OF PROPERTY:

Name: 506 INDUSTRIAL DRIVE L.P.
Address: 506 INDUSTRIAL DRIVE
LEWISBERRY, PA 17339

PROPERTY LOCATION:

Address: 506 INDUSTRIAL DRIVE
LEWISBERRY, PA 17339
Lot Size: 2.38 ACRES
Date Purchased: 11-MAY-2017
Location: NEAR INTERSECTION OF
WYNDAMERE & YORKTOWN RD.

PRESENT USE OF PROPERTY:

INDUSTRIAL - VACANT
RETAIL
OFFICES

EXISTING ZONE: INDUSTRIAL I-LT

❖ Part 2:

ZONING REQUEST (Identification of the applicable request(s)):

- SUBSTANTIVE CHALLENGE
- SPECIAL EXCEPTION
- VARIANCE
- APPEAL OF THE ZONING OFFICERS DECISION

SECTION(S) OF ZONING ORDINANCE WHICH APPLY TO THIS REQUEST - Please identify the specific section(s) of the Zoning Ordinance involved in the request):

300-4: INTERPRETATION AND USES OTHERWISE NOT PROVIDED FOR

❖ Part 3:

DESCRIPTION OF REQUEST:

SPECIAL EXCEPTION REQUEST TO ALLOW THE USE OF
506 INDUSTRIAL DRIVE AS A LIMITED DISTILLERY. IT'S
APPROVED USES AS DEFINED BY PA LIQUOR CONTROL
BOARD.



- 127U0 – Centurian Construction, 516 Industrial Drive Lewisberry, PA 17339
- 127N0 & 127V0 – David Kaercher & Joseph Balotta, 502 & 665 Industrial Drive Lewisberry, PA 17339
- 127Q0 & 127R0 – KBC Associates, 665 Laura Drive Lewisberry, PA 17339
- 127D0 & 127 B0 – Fairview Industrial NDI, LLC, 531 Industrial Drive Lewisberry, PA 17339
- 127W0 – Dennis Frick, 501 Industrial Drive Lewisberry, PA 17339

ALL PROPERTIES ZONED I-LT LIGHT INDUSTRIAL

§ 300-4 Interpretation and uses otherwise not provided for.

A.

Interpretation. In interpreting and applying this chapter, its provisions shall be held to be the minimum requirements for promotion of health, safety, morals and general welfare of the Township of Fairview. Any use permitted subject to the regulations prescribed by the provisions of this chapter shall conform with all regulations of the zoning district(s) in which it is located and elsewhere in this chapter, as well as with all other applicable regulations of this and other related chapters, ordinances, standards, and/or rules. This chapter is not intended to interfere with, abrogate, annul, supersede, or cancel any easements, covenants, restrictions or reservations contained in deeds or other agreements, but if this chapter imposes more stringent restrictions upon the use of buildings, structures, land (which also includes water bodies/courses) than are elsewhere established, the provisions of this chapter shall prevail. Unless otherwise specified elsewhere in this chapter, wherever and whenever the requirements of this chapter are not consistent with the requirements of any other legally adopted laws, rules, regulations, chapters, or ordinances, the most restrictive, or that imposing the higher standards, shall govern. In interpreting the language of this chapter to determine the extent of the restriction upon the use of property, the language shall be interpreted, where doubt exists as to the intended meaning of the adopted language, in favor of the property owner and against any implied extension of the restriction.

B.

Uses not otherwise provided for. Any use which clearly is not permitted by right, by special exception use, nor by conditional use by this chapter within any zoning district, or a use which is not defined by this chapter, then such use shall be prohibited, except that the Zoning Hearing Board of the Township of Fairview may permit such use by special exception if the applicant proves to the satisfaction of the Zoning Hearing Board of the Township of Fairview that all of the terms and conditions set forth below are satisfactorily addressed:

(1)

The proposed use is in general conformity with the most recent version of the Fairview Township Comprehensive Plan, and/or other applicable plans

adopted by Fairview Township, and in harmony with the zoning district, neighborhood, and area in which it is proposed.

Response:

The proposed use is a limited distillery as permitted by the LCB of Pennsylvania and all its provisions and exclusions. Limited Distillery licenses allow licensees to produce not more than 100,000 proof gallons of distilled liquor per year and possess, store, purchase, receive and sell to the Board, to licensees and to the general public that product between 9 AM and 11 PM.

A limited distillery manufacturer's its products and may sell on site with food and may sell other limited wineries and breweries products by the glass in the tasting room location. The details of the recent law updates and allowances for operation follow:

In addition to its own products, a limited distillery (AL license) licensee will be permitted to sell wine and malt or brewed beverages for on-premises consumption, provided the wine and malt or brewed beverages are produced by licensed limited wineries and licensed breweries. [47 P.S. § 5-505.4(b)(1)].

Recap of Rights & Privileges: Limited Distillery License

BEFORE 2016 CHANGES

- Produce no more than 100,000 gallons of liquor per year.
- Sell to individual consumers, retail licensees and the PLCB.
- Offer sales by the glass or bottle.
- Offer tastings/samplings of own products.
- Operate and maintain up to two additional locations.
- Hold and operate a hotel, restaurant or eating place license at primary distillery location.

TODAY

- May also sell products from other breweries, distilleries, limited distilleries and limited wineries for on-premises consumption (up to 50 percent of total sales).
- May now operate up to five additional PLCB-approved locations.
- Obtain permits to participate in farmers markets and off-premises alcoholic cider, liquor, and food expositions.



(2)

The proposed use is:

(a)

Similar to and compatible with the permitted uses in the zoning district in which the subject property is located;

Response – Similar and compatible to the following Industrial Zone Approved Uses:

Industrial use, light

- Warehousing, distribution and wholesaling
- Agricultural support business
- Office, business and professional
- Retail business
- Food Service

- Tavern/Bar – (township interpretation locally – considered tasting room with food allowable by state – no provision in township zoning - limited distilleries have different legal hours than a tavern or bar) – Allowable by Special Exception

□

Specified Accessory Uses:

- Accessory structures and uses customarily incidental and subordinate to the principal uses permitted in the applicable zoning district
- Outdoor café/dining

The proposed project is not a nightclub as we are under the strict hour of operation guidelines imposed by the state and we do not have any concepts tied to a nightclub offering.

The proposed project is not a liquor store. Liquor stores in PA are controlled and managed through PLCB liquor stores. As we are not a state run establishment we do not qualify by pure definition to a liquor store. We are a limited distillery by definition and permitting.

The proposed project is not a restaurant as we will be providing food as an accessory use under the distillery permit that is not specifically provided for in the Fairview Township zoning. Restaurant hours are different than the legal hours for a limited distillery. However; a restaurant license is required for catering or any food service as a catch all for inspection and general food service classification.

(b)

Not permitted in any other zoning district under the terms of this chapter; and

Response:

A limited distillery is not provided for in any other zoning districts. If this request for operation by the PLCB definition of a limited distillery in any district were requested, a special exception would be required as this combination is not provided for in any district.

(c)

In no way conflicting with the general purposes and intent of this chapter or the zoning district in which the subject property is located.

Response:

There is no direct conflict with any of the current general purposes or intent of the industrial chapter as the majority of uses are provided for and allowed and if not, are already noted as accessory uses or SE. The dining portion is accessory as it will either be a compliment to the tasting room and distillery in the tasting experience or as a reservation only pairing dinner (dining as an accessory use), not as a general open to the public restaurant.

(3)

The external impacts associated with the proposed use would be equal to or less intensive than external impacts associated with other uses that are permitted in the zoning district in which the subject property is located.

Response:

The current proposed use has less traffic and impact as the current industrial uses in the area. The intent is to be a compliment to the other area businesses. The use should enhance the other businesses and help attract more to the area due to the unique offering. This is primarily (by revenue and operation square footage) a limited distillery producing a product.

(4)

The location of the proposed use would not endanger the public health and safety, and the use will not deteriorate the environment or generate nuisance conditions such as traffic congestion, noise, dust, smoke, glare or vibration.

Response:

There are no external operations that impact congestion, noise, dust, smoke, glare or vibration. There is no change to the existing parking space allocations for current businesses as they exist and are approved today.

(5)

The proposed use shall comply with Township building, health, housing, rental, safety, property and other applicable local, county, state, and federal code and licensing requirements. All such licenses, certificates, and permits shall have been obtained and presented to the Township, or shall be a condition of approval.

Response:

All licenses for federal and state approvals will be obtained as part of this business. Details available upon request.

(6)

The proposed use would meet the standards that apply under Article XII of this chapter relating to special exceptions.

Response:

As answered herein to comply with the special exception standards.

(7)

The applicant shall provide:

(a)

The information required in Article VII of this chapter relating to hours of operation and management plan. This information is required for both residential and nonresidential uses.

Response:

- Address is: 506 Industrial Drive, Lewisberry, PA 17339; Parcel ID 27000QG0127T000000
- Industrial, light; retail; food service; Limited Distillery (not specified); SE – outdoor café / dining; office business; agricultural support business (PA preferred grain for the distillery and produce and food from PA farms for catering and pairing)
- Hours of operation limited to the hours detailed above by the PLCB. Initial hours will be Wednesday through Saturday, noon until 10pm (all patrons off premises by 11pm) and Sunday 1-8pm.
- Deliveries will be between the hours of 8am and 7pm daily excluding Sundays.
- Management can be contacted at (717) 884-8493. President – Victoria Close, vicki@tcdistilling.com ; Chief Operations Officer – Kevin Close – kevin.close@tcdistilling.com
- Equipment required will be distilling equipment (mash tun, fermenters, stills, tanks, totes, grinding mill, steam boiler, chiller, pumps, forklifts, pallet jacks, hoses, and measuring and grading equipment and other support apparatus.) For the catering and accessory dining will include full exhaust hood and ansel system and related kitchen equipment for cooking, cool storage, cleaning, sinks and ancillary support equipment. There will be dispensing and cooling equipment for the tasting room included, but not limited, coolers, taps, cleaning equipment, sinks, coffee equipment and support tools.

The onsite activities will include the production of liquor as permitted by the PA Limited Distillery license including, but not limited to, vodka, gin, rum, whiskey and bourbon. This is the primary production activity. In addition, we will be providing catering, special pairing meals at the distillery that will be paired with the produced spirits, tasting opportunities that include the allowable beers and wines primarily from PA. In addition the location will house the business offices for the distillery, catering, sales, and coffee production.

- Advertising will be through website, promotions, farmers markets, social media, and other standard advertising means. Signage will meet current zoning guidelines.
- Maximum permitted occupancy will be calculated upon final square footage review. Estimated employees are as follows:
 - Head distiller
 - 1 production assistant
 - Chef
 - Line cook
 - Prep cook
 - President
 - COO
 - Tasting room lead mixologist
 - 8 part time servers
 - Family members part time as needed
 - 1-4 part time catering kitchen personnel as demand requires
 - Various part time tasting employees for farmers markets and events
 - VP of Sales
 - Brand ambassadors (commission only)
- Building is 19,000 square feet; lot is approximately 2.38 acres
- Estimated sales growth from just over \$1M annually to close to \$6M in 5-10 years
- Adjacent uses are industrial and then mixed use residential and commercial
- Market area is PA and national distribution accounts. Eventually the potential for international sales
- Employees noted above – approximately 20 cars at a time potential

- Disposal of materials is both to local farms and standard sanitary sewer disposal. No non-standard treatable material or pH levels from the process.
- No unusual impacts or problems expected from this operation

(b)

A detailed description of how the proposed use and development complies with Subsection **B(1)** through **(6)** of this subsection.

Answered above

(c)

Plot/site plans required in Article **XII** of this chapter relating to applications for zoning permits.

See exhibits attached

(d)

A schematic architectural drawing of the principal building(s) front facade(s).

See exhibits attached

of value - solely for the administration of RAMP training for alcohol service personnel. The money or other things of value may be provided by or to a manufacturer or licensee and its officers, directors, shareholders, servants, agents, or employees, directly by or to a trade organization consisting, in whole or part, of a group of licensees. [47 P.S. §§ 4-411(f)(1), 4-443(h)(1)].

The manufacturer, licensee and trade organization associated with the person providing the money or other things of value must keep a record of the value of the money or other things of value provided, the date provided, and the entity to whom it was provided, as part of the records required under section 493(12) of the Liquor Code. [47 P.S. §§ 4-411(f)(2), 4-443(h)(2)].

Lastly, the manufacturer, licensee and trade organization associated with the person receiving money or other things of value must keep a record of the value of the money or other things of value used, as part of the records required under section 493(12) of the Liquor Code. [47 P.S. §§ 4-411(f)(3), 4-443(h)(3)].

License Surcharge

All licenses that are renewed or validated under the authority of section 470 are now subject to a \$700 surcharge. [47 P.S. § 4-470(a)]. This includes all Article IV licenses, such as restaurants, hotels, clubs, breweries, importing distributors, distributors, and eating place retail dispensers.

Limited Distilleries

In addition to its own products, a limited distillery (AL license) licensee will be permitted to sell wine and malt or brewed beverages for on-premises consumption, provided the wine and malt or brewed beverages are produced by licensed limited wineries and licensed breweries. [47 P.S. § 5-505.4(b)(1)].

However, Act 39 prohibits selling products or substantially similar products listed for sale by the PLCB at a lower price than that charged by the PLCB; this includes sales to licensees. [47 P.S. § 5-505.4(b)(1)].

Act 39 increases the number of additional PLCB-approved locations from two to five. [47 P.S. § 5-505.4(b)(2)].

Act 39 permits the PLCB to issue permits to limited distilleries for the purpose of participating in “alcoholic cider, liquor and food expositions,” which are defined as affairs held indoors or outdoors with the intent of promoting Pennsylvania products by educating those in attendance of the availability, nature and quality of Pennsylvania-produced alcoholic ciders and liquors in

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conjunction with suitable food displays, demonstrations and sales. These expositions may also include activities other than alcoholic ciders, liquors and food displays, including arts and crafts, musical activities, cultural exhibits, agricultural exhibits and farmers markets. [47 P.S. § 5-505.4(b)(8)]. (This definition mirrors the exposition permits already allowed for limited wineries).

NOTE: limited distilleries cannot sell alcoholic cider, despite the name of the permit.

The following parameters apply to exposition permits:

- The fee is \$30 per day.
- The permits can be used up to 100 days a year but no more than 30 consecutive days.
- A limited distillery can sell by the glass, bottle, or case.
- A limited distillery can provide tasting samples up to one and one-half fluid ounces, which may be sold or offered free of charge. [47 P.S. § 5-505.4(b)(8)].

Act 39 also allows a limited distillery to obtain a farmers market permit. [47 P.S. § 5-505.4(b)(9)]. Although not defined, it is assumed that a “farmers market” would be similar to the definitions found in the sections of the Liquor Code dealing with limited wineries [47 P.S. § 5-505.2(c)] and breweries [47 P.S. § 4-446(c)(2)].

The following parameters apply to farmers market permits:

- A limited distillery may have an unlimited number of permits and may participate in more than one farmers market at a time.
- A limited distillery can sell by the bottle or case.
- It may provide samples containing a maximum of one and one-half fluid ounces per brand free of charge.
- There is a \$250 annual fee.
- Sales hours are the same as the farmers market hours.
- Written notice must be provided to the BLCE at least two weeks prior to the event. [47 P.S. § 5-505.4(b)(9)].

Limited Wineries

Act 39 permits a limited winery (LK license) licensee to hold and operate a restaurant liquor license at one of its PLCB-approved satellite locations, provided that the location does not serve as an additional PLCB-approved location for any other manufacturer, and further provided that it

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PA-Licensed Alcohol Producers – Before Law Changes

Limited Distilleries

- Produce up to 100,000 gallons of spirits per year (a “distillery” license is available from the PLCB without a production cap, but such a license does not have some of the same privileges).
- Sell its products to the PLCB, licensees and the public.
- Offer on- or off-premises sales by the glass or bottle, offer tastings of its products, and sell food at its primary distillery location and at up to two satellite locations.
- Direct ship its own products to licensees and the public.
- Hold a hotel, restaurant or eating place license at its primary distillery location.

Rights & Privileges: Who Producers Can Sell/Donate To

Breweries

Distributors & Importing Distributors

Limited Wineries

Other Breweries

Retail Licensees

Special Occasion Permit Holders

Distilleries & Limited Distilleries

The Public

Limited Distilleries

PLCB

Limited Wineries

Breweries

Retail Licensees

Special Occasion & Wine/Spirits Auction Permit Holders

Distilleries & Other Limited Distilleries

The Public

Distilleries

PLCB

Limited Wineries

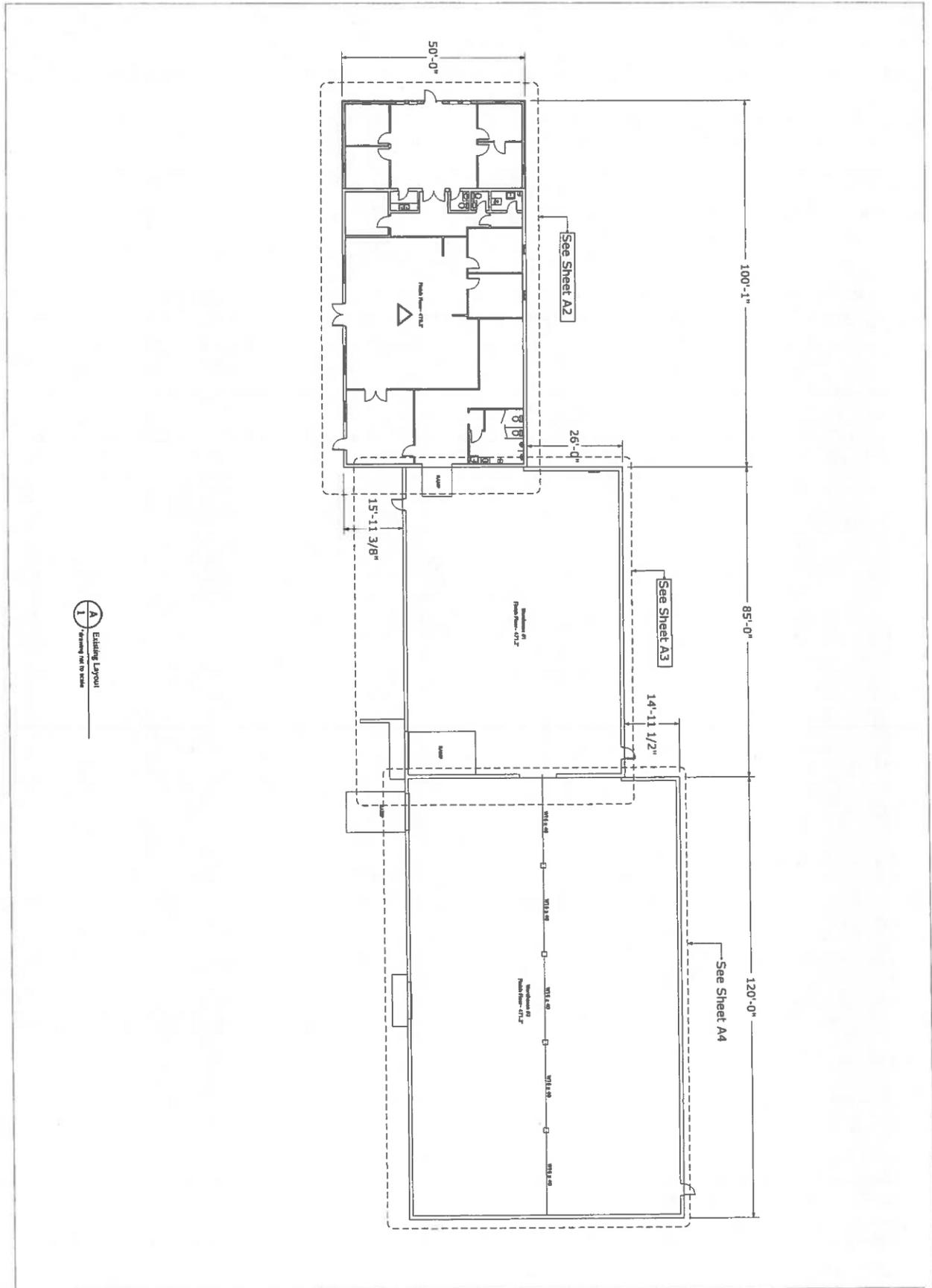
Breweries

Retail Licensees

Special Occasion & Wine/Spirits Auction Permit Holders

Other Distilleries & Limited Distilleries

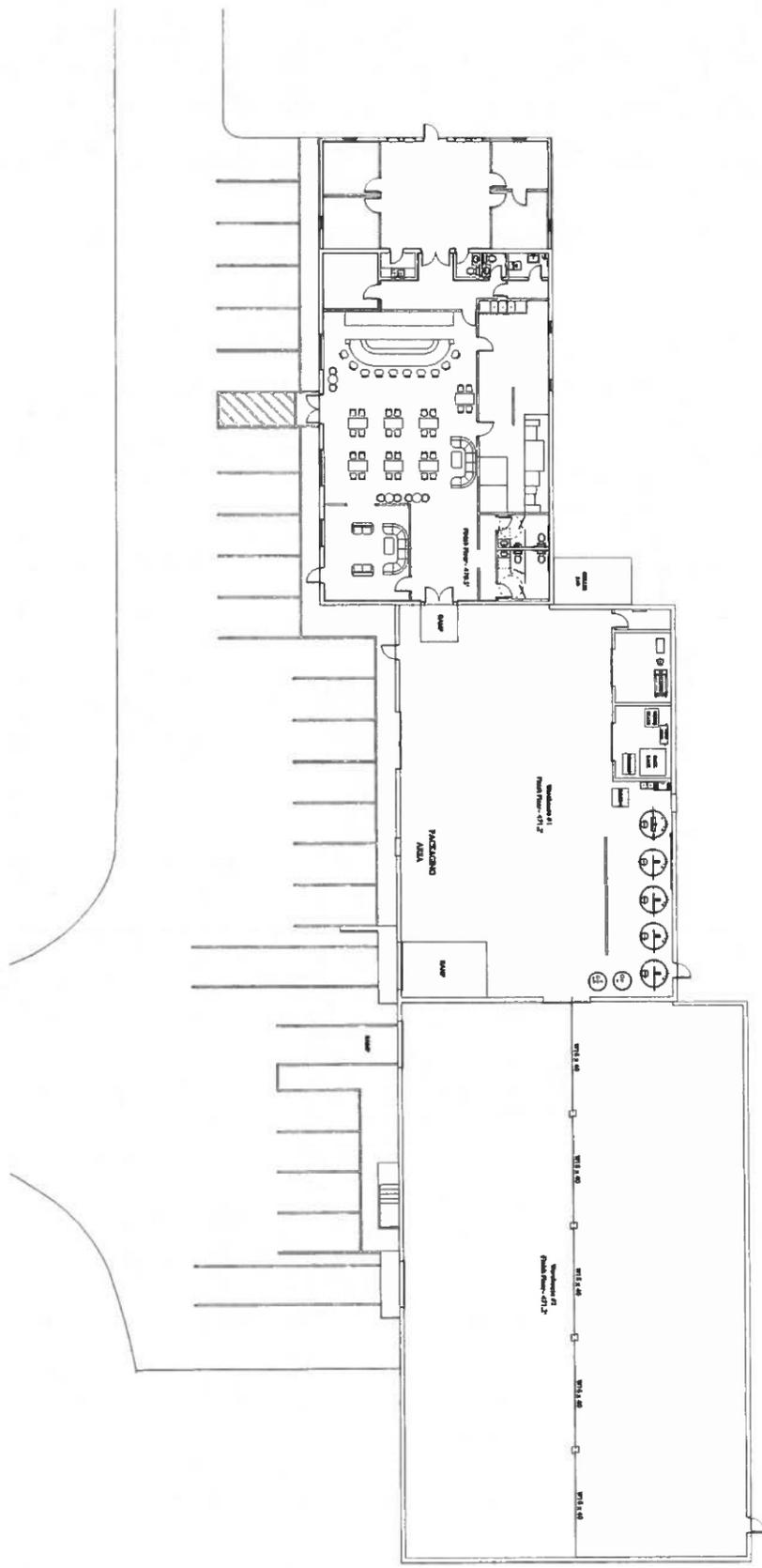
The Public

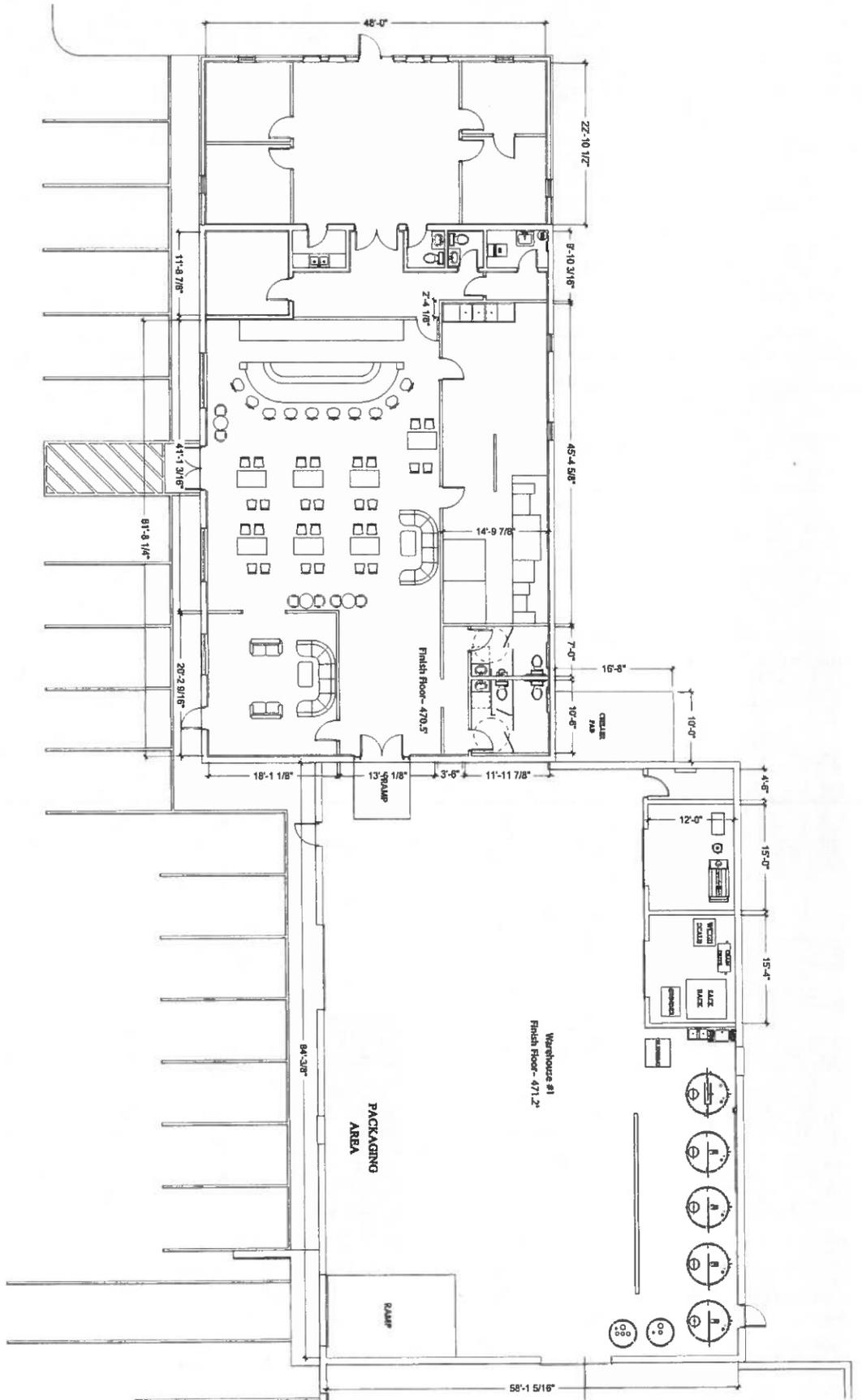


Existing Layout
 1 Remaining Not to Scale



A New Proposed Layout
Referencing sheet for notes






 New Proposed Layout
 1
 Revisions and to date

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made this 15th day of November, 2017, by and between **506 Industrial Drive, LP**, (hereinafter "Landlord"),

and

American Heritage Group, LLC, a Pennsylvania Corporation having its principal place of business located at 657 Woodburne Road, Lewisberry PA 17339 (and to be transferred to 506 Industrial Drive, Lewisberry PA 17339 upon occupancy of the building) hereinafter "Tenant".

1. **GRANT AND PREMISES.** In consideration of the rent reserved, the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord that certain real estate, together with the improvements erected thereon, consisting of free standing building of approximately Nineteen thousand one hundred (19,100) square feet ("Improvements") in York County, Pennsylvania, and more particularly described as 506 Industrial Drive, Lewisberry, Pennsylvania (collectively, the "Demised Premises").

2. **TERM.** The term of this Lease (the "Term") shall commence as of the Premises Delivery Date (the "Commencement Date" March 1, 2018) and shall end at midnight on the last day of the sixtieth (60) month following the Commencement Date. If the tenant plans on terminating this lease at the 60 month period, they shall in writing issue the Landlord notification 6 months prior to termination. In addition, the Lease may be renewed by the Tenant, if the Tenant is not then in default of this Lease, for five (5), one (1) year options, during which Basic Rent shall be increased by ten (10%) percent in year 1 renewal. This one time increase will remain in effect for all five (5) one (1) year options. In a Renewal Term, all the terms and conditions of this Lease shall continue in full force and effect, except that the rent during the Renewal Term shall be adjusted as provided in this Lease.

3. **RENT.**

(a) **Basic Rent.** The Tenant shall pay to the Landlord as rent hereunder ("Basic Rent") the amount of Eighty One Thousand One Hundred Sixty Eight (\$81,168.00) Dollars per year, payable in equal monthly installments of Six Thousand Seven Hundred Sixty Four (\$6,764.00) Dollars on or before the first day of each month.

Tenant shall pay the Basic Rent in advance in equal monthly installments on the first day of each and every month during the Term of this Lease without demand, offset, reduction or abatement. All other amounts due from the Tenant to the Landlord hereunder shall hereinafter be referred to as "Additional Rent" (Additional Rent, together with Basic Rent, being hereinafter referred to as "Rent").

(b) **Late Charges.** In the event that the Tenant fails to make any payment of Rent due hereunder within twelve (12) days of the date due, the Tenant shall pay a late charge of

fifteen percent (15%) of the amount being paid late, not as a penalty but as compensation to the Landlord for the additional cost of collection.

(c) **Rent Prorations.** In the event that the Commencement Date is other than the first day of a calendar month or in the event that the Term of this Lease terminates on other than the last day of a calendar month, then the Basic Rent for the portion of that month shall be prorated based upon the actual number of days of that month contained within the Term.

4. **USE.** The Tenant shall use the Demised Premises for any lawful business purpose.

5. **COMPLIANCE WITH LAWS.** The Tenant covenants and agrees to comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and requirements relating to the Tenant's use and occupancy of the Demised Premises. The Tenant further covenants and agrees to permit nothing to be done in, on or concerning the Demised Premises which would invalidate, conflict with or increase the premiums for fire, casualty or liability insurance covering the Demised Premises.

6. **ENVIRONMENTAL PROVISIONS.**

(a) **Environmental Definitions.** The term "Hazardous Materials" shall mean any product, co-product, substance, material, waste, gas, PCB's or particulate matter which is regulated by any local government authority, the Commonwealth of Pennsylvania, or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "Hazardous Waste", "Hazardous Material", "Hazardous Substance", "Extremely Hazardous Waste", "Restricted Hazardous Waste", "Regulated Substance", "Pollutant", "Contaminant", "Residual Waste" or similar label under any provision of federal or Pennsylvania Law, (ii) Petroleum, or any fraction thereof, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to the Clean Water Act, (vii) defined as "hazardous substance", "Pollutant or Contaminant", or "Petroleum, or any fraction thereof" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act. The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, decrees and common law actions regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) **Environmental Representations, Warranties and Covenants.** The Tenant covenants that it has not brought and shall not bring, keep or permit to be brought or kept in or on the Demised Premises any flammable, explosive or other dangerous materials including, without limitation, any materials that are regulated as Hazardous Materials under any federal, state or local environmental law, rule or regulation; provided, however, that the Tenant may permit any such materials to be kept on the Demised Premises so long as the same are kept and stored and disposed of in accordance with all applicable Environmental Laws.

In the event that the Tenant receives any notice of:

(1) the happening of any event involving the spill, discharge or clean up of any hazardous or toxic waste or material, including any petroleum product, on or about the Demised Premises (individually, a Hazardous Discharge"); or

(2) any complaint, order, citation or notice with regard to air emissions, water discharges or noise emissions under any Environmental Law (individually, an "Environmental Complaint") from any person or entity including, without limitation, the Pennsylvania Department of Environmental Protection ("DEP"), the United States Environmental Protection Agency ("EPA"), or the United States Army Corps of Engineers (the "Corps"), then the Tenant shall immediately give written notice thereof to the Landlord and shall promptly comply with its obligations under law with regard to such Hazardous Discharge or Environmental Complaint.

(c) **Tenant's Environmental Indemnity.** The Tenant agrees to indemnify, defend and hold harmless Landlord and its successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interests, fines, penalties and expenses (including reasonable attorneys' fees and expenses, consultants' fees and expenses, technical and legal investigation fees and expenses, court costs and all other out-of-pocket expenses), suffered or incurred by the Landlord, its successors and assigns, as a result of any matter, condition or state of facts involving Environmental Laws or Hazardous Materials shown to be caused by the Tenant during the Term or any Renewal Term (or through Tenant's prior occupancy) and which fail to comply with: (i) Environmental Laws, or (ii) any common law theory of liability, regardless of whether or not the Tenant had knowledge of same.

7. ALTERATIONS, ADDITIONS AND MODIFICATIONS.

(a) **Alterations, Additions and Modifications.** Landlord agrees to deliver the Demised Premises to Tenant after completing the Landlord's Work as outlined on Exhibit "A" (SCOPE OF WORK) and Exhibit "B" (DRAWINGS), attached hereto, no later than April 1, 2017. Neither the Tenant nor the Landlord shall make any additional alterations, changes, improvements, repairs, replacements or additions to the Demised Premises without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. The Tenant may remove its trade fixtures, furniture and equipment not attached to the Demised Premises at any time or upon the expiration of the Term, if the Tenant is not then in default of this Lease, provided that the Tenant shall repair promptly any and all damage caused by such removal.

(b) **Mechanics' Liens.** The Tenant has no authority to encumber the Demised Premises with any lien including, but not limited to, mechanics' and materialmen's liens. The Tenant shall not suffer or permit any such lien to exist. Should any such lien hereafter be filed, the Tenant shall promptly discharge the same at its sole cost.

8. **REAL ESTATE TAXES.**

The Tenant shall be responsible to reimburse the Landlord for payment of all real estate taxes levied on the Demised Premises. Approx. Thirteen thousand seven hundred thirty six Dollars (\$13,736.00) per year.

9. **REPAIR AND MAINTENANCE.**

(a) **Tenant's Obligation.** The Tenant, at Tenant's sole cost and expense, shall be responsible for changing the filter on the HVAC equipment and replacing light bulbs as required. The Tenant shall also be responsible for Tenant's fixtures and equipment

(b) **Landlord's Obligation.** The Landlord, at Landlord's sole cost and expense will be responsible for the major building systems; to include plumbing systems and fixtures, HVAC systems and equipment, Electrical service and fixtures. The Landlord, at Landlord's sole cost and expense, shall also be responsible for maintenance of the parking and other paved areas, landscaping and other exterior areas on the Land.

10. **INSURANCE.**

(a) **Hazard/Property Insurance.** The Landlord shall insure the Demised Premises against fire and other casualties.

(b) **Liability Insurance.** The Tenant shall carry the following insurance policies with an insurer authorized to transact business in the Commonwealth of Pennsylvania and reasonably acceptable to the Landlord.

General Liability Insurance. \$1,000,000 Each Occurrence/\$2,000,000 General Aggregate.

Automobile Liability Insurance. \$1,000,000 CSL (Combined Single Limit)

Worker's Compensation Insurance. Statutory Limits of \$100,000/\$500,000/\$100,000.

Umbrella Liability Insurance. \$1,000,000.

Each policy shall name the Landlord as additional insured hereunder and shall provide evidence of such annually to Landlord.

(c) **Tenant's Insurance.** The Tenant shall maintain, at its expense, fire and extended coverage insurance on all of its personal property located in, at or on the Demised Premises including, without limitation, all removable trade fixtures, furniture, equipment, improvements and betterments.

11. **UTILITIES.** The Tenant shall pay all utilities used by the Tenant at the Demised Premises.

12. **DESTRUCTION OF IMPROVEMENTS ON DEMISED PREMISES.**

(a) **Obligation to Reconstruct.** If the Improvements are damaged by fire, the elements, accident or other casualty such that no more than 50% of the area of the Improvements

is destroyed or no more than 50 % of the total value of the Improvements Is destroyed, then the Landlord shall have the obligation to reconstruct the Demised Premises and the Improvements substantially as they existed on the Commencement Date. The Landlord shall proceed diligently with the reconstruction of the Improvements and the Demised Premises. During such period of reconstruction, Rent hereunder shall abate in proportion to the area of the Improvements rendered unfit for occupancy, in the Tenant's reasonable judgment.

(b) **Option to Reconstruct.** If the Improvements are damaged by fire, the elements, accident or other casualty such that in excess of 50 % of the area of the Improvements is destroyed or in excess of 50 % of the total value of the Improvements is destroyed, then either the Landlord or the Tenant may, at their option, terminate this Lease by written notice to the other, in which event neither the Landlord nor the Tenant shall have any further liability hereunder from the date of such notice. In the event that neither the Landlord nor the Tenant elect to terminate this Lease as aforesaid, the Landlord shall cause the damage to be repaired as provided in subsection 12(a) of this Lease and the Rent shall abate during such period of reconstruction in proportion to the area of the Improvements rendered unfit for occupancy. The parties shall make their election as provided in this subsection 12(b) within thirty (30) days following the casualty.

13. EMINENT DOMAIN.

(a) **Total Taking.** In the event that the entire Demised Premises, or so much of the Demised Premises so that the Improvements and the Demised Premises, in the reasonable judgment of the Tenant, cannot be reconstructed as an economically viable project, is taken or condemned pursuant to the power of eminent domain, or by purchase in lieu thereof, this Lease shall terminate on the date of the vesting of title in the condemnor and neither the Landlord nor the Tenant shall have any further liability hereunder from such date.

(b) **Partial Taking.** In the event that part, but not all of the Demised Premises is taken or condemned pursuant to the power of eminent domain, or by purchase in lieu thereof, so that in the reasonable judgment of the Tenant the Improvements and the Demised Premises cannot be reconstructed as an economically viable project, this Lease shall terminate on the date of the vesting of title in the condemnor and neither the Landlord nor the Tenant shall have any further liability hereunder from such date.

(c) **Temporary Taking.** In the event of a temporary taking of the Demised Premises pursuant to the power of eminent domain, that negatively impacts upon the Tenant's ability to use the Demised Premises for their intended purpose, this Lease shall not be terminated thereby but Rent shall abate in proportion to the area taken during the period of the taking. In exchange for abatement of the Tenant's Rent, all compensation payable for the temporary taking shall be the sole property of the Landlord.

14. **SUBORDINATION AND ATTORNMENT.** This Lease shall be subject and subordinate to the lien of any mortgages which may now or hereafter be placed upon the Demised Premises by the Landlord; provided, however, that such subordination shall permit the Tenant to occupy the Demised Premises under the terms of this Lease so long as the Tenant is

not in default hereunder. The Tenant agrees to attorn to any purchaser at foreclosure sale or by deed in lieu thereof. The Landlord may obtain a subordination and nondisturbance agreement, in form and content acceptable to the Tenant, from all present and future lenders holding a security interest in or having a mortgage upon the Demised Premises.

15. **ASSIGNMENT, SUBLETTING AND TRANSFERS.** The Tenant shall not assign this Lease or sublet any or all of the Demised Premises without the prior written consent of the Landlord.

16. **EVENTS OF DEFAULT; REMEDIES.**

(a) **Events of Default.**

(i) **Default by Tenant.** Each of the following shall, if not cured within the time periods prescribed herein, constitute an event of default by the Tenant:

(1) Basic Rent, Additional Rent or any other Rent is not paid within fifteen (15) days of when due;

(2) the Tenant fails to comply with any term, provision, covenant or condition of this Lease;

(3) the Tenant fails or is unable to pay its debts generally as they become due; transfers property in fraud of its creditors; makes an assignment for the benefit of its creditors; seeks the appointment of a receiver or trustee for the Tenant's assets or files for protection under Title 11 of the United States Code (or any statute in replacement or substitution therefor) or any similar state law; and

(4) a receiver or trustee is appointed for the Tenant's assets on the application of a third party or an involuntary petition in bankruptcy is filed against the Tenant, in each such case when the same remains undismissed for a period of sixty (60) days.

(ii) **Default by Landlord.** Each of the following shall, if not cured within the time periods prescribed herein, constitute an event of default by the Landlord:

(1) the Landlord fails to comply with any term, provision, covenant or condition of this Lease;

(2) the Landlord fails or is unable to pay its debts generally as they become due, transfers property in fraud of its creditors; makes an assignment for the benefit of its creditors; seeks the appointment of a receiver or trustee for the Landlord's assets or files for protection under Title 11 of the United States Code (or any statute in replacement or substitution therefor) or any similar state law; and

(3) a receiver or trustee is appointed for the Landlord's assets on the application of a third party or any involuntary petition in bankruptcy is filed against the Landlord, in each such case when the same remains undismissed for a period of sixty (60) days.

(b) **Remedies.**

(i) **Landlord's Remedies.** The Landlord shall give the Tenant notice of each and every event of default as it or they occur and the Tenant shall have ten (10) days in the event of a monetary default, and thirty (30) days in the event of a non-monetary default, after its receipt of written notice of such event of default from Landlord, within which to commence a cure of that default. Failure of the Tenant to commence or to effect a cure within such ten (10) or thirty (30) day period, as applicable, shall be an event of default under this Lease, and the Landlord may, at its option and without further written notice to the Tenant, in addition to all other remedies given hereunder or by law or equity, do any one or more of the following:

(1) terminate this Lease, in which event the Tenant shall immediately surrender possession of the Demised Premises to the Landlord;

(2) enter upon and take possession of the Demised Premises and expel or remove the Tenant and any other occupant therefrom, including any property of such person, with or without force;

(3) with or without having terminated this Lease, accelerate the whole Rent for the balance of the Term (or any Renewal Term in effect at the time of a default). The Landlord may immediately proceed to collect or bring an action for the whole Rent, or such part thereof as aforesaid, as Rent being in arrears, or may file a proof of claim in any bankruptcy or insolvency proceeding for such Rent, or may institute any other proceedings to enforce payment thereof-, and

(4) with or without terminating this Lease and with or without reentering and obtaining possession of the Demised Premises, the Landlord may lease the Demised Premises to any other person upon such terms as the Landlord may deem reasonable, and for a term within or beyond the Term of this Lease. The Tenant shall be liable for any loss in Rent for the balance of the Term, together with all reasonable expenses or costs incurred by the Landlord in reentering the Demised Premises, such as payment of commission, the making of alterations, or otherwise, and the Landlord may recover such expenses or costs at any time, or from time to time, after any of the foregoing events, whether prior to the end of the Term or otherwise.

No such termination of this Lease, nor taking, nor recovering possession of the Demised Premises, with or without termination of this Lease, shall deprive the Landlord of any remedies or actions against the Tenant for Rent or for actual damages due or to become due for the breach of any covenant or condition herein contained, nor shall the bringing of any such action for Rent, or breach of any covenant or condition, nor the resort to any other remedy herein or otherwise provided for the recovery of Rent or damage for such breach, be construed as a waiver of the right to obtain possession in the manner herein provided.

(ii) **Tenant's Remedies.** In the event that the Landlord shall fail to perform any of its duties or obligations hereunder, the Landlord shall have a period of ten (10) days in the event of a monetary default, and thirty (30) days in the event of a non-monetary default, after its receipt of written notice of such event of default from Tenant, within which to commence a cure of that failure. Failure of the Landlord to commence or to effect a cure within such ten (10) or thirty (30) day period, as applicable, shall be an event of default under this Lease, and the Tenant may, at its option, elect to:

- (1) terminate this Lease;
- (2) provide the Landlord with an additional period of time within which to effect the cure (but not in prejudice of its right to terminate this Lease at a later date); or
- (3) commence such cure itself. In this event, the Tenant may offset any expenses it incurs in effecting such cure against the Rent and other charges due and payable by the Tenant hereunder, or require the Landlord immediately to reimburse the Tenant for such expenses.

In the event that the Landlord receives notice that it is in default under any mortgage covering the Demised Premises, the Landlord shall promptly provide a copy of such notice to the Tenant and shall immediately commence to cure such default. If the Landlord fails to cure the default within a period of thirty (30) days, the Tenant may, at its option, elect to proceed in accordance with options (1), (2) and (3) as set forth in this subsection 16(b)(ii).

(c) **Additional Costs.** In case of an event of default, the defaulting party shall also pay to the non-defaulting party all reasonable expenses incurred by the non-defaulting party in enforcing its remedies, including reasonable attorneys' fees and court costs.

(d) **Right of Landlord and Tenant to Perform.** If either the Landlord or the Tenant fails to make any payment, perform any obligation, or cure any default hereunder, the Landlord or the Tenant, as the case may be, without obligation to do so and without thereby waiving such failure or default, may, after fifteen (15) days' notice to the non-performing party (should no prior notice have been given) make such payment, perform such obligation, and/or remedy such default for the account of the non-performing party, and the non-performing party shall pay upon demand all reasonable costs, expenses and disbursements (including reasonable attorneys' fees) incurred by the other party in taking such remedial action. In addition to and not in limitation thereof, in the event that the Landlord or the Tenant, as the case may be, shall make any payment under this subsection 16(d), such party shall receive interest from the non-performing party at the rate of prime plus three percent (3%) per annum from the date of such payment until the date of repayment.

17. INDEMNIFICATION.

(a) **Indemnification of Landlord.** The Tenant hereby agrees to indemnify, hold harmless and defend the Landlord (and its successors and assigns) from and against any claim, action, loss, liability, damage or cost and expense, including, without limitation, reasonable attorneys' fees (hereinafter collectively referred to as "Claims"), resulting from or arising out of:

(1) any breach or inaccuracy of any representation or warranty, non-performance of any agreement, covenant, promise or obligation on the part of the Tenant contained in this Lease, and

(2) all actions, judgments, awards, claims, demands, causes of action, losses, damages, liabilities, cost and expenses (including reasonable attorneys' fees and expenses) incident to any of the foregoing.

(b) **Indemnification of Tenant.** The Landlord hereby agrees to indemnify, hold harmless and defend the Tenant (and its successors and assigns) from and against any Claims, resulting from or arising out of:

(1) any breach or inaccuracy of any representation or warranty, non-performance of any agreement, covenant, promise or obligation on the part of the Landlord contained in this Agreement, and

(2) all actions, judgments, awards, claims, demands, causes of action, losses, damages, liabilities, cost and expenses (including reasonable attorneys' fees and expenses) incident to any of the foregoing.

18. MISCELLANEOUS.

(a) **Holdover Tenancy.** Any holding over by the Tenant with or without the consent of the Landlord after the expiration of the Term of this Lease shall be construed to be a tenancy from month-to-month and shall be at one hundred and ten percent (110%) of the Basic Rent payable immediately prior to the expiration of the Term of this Lease and in accordance with all of the other terms, provisions, covenants and conditions contained in this Lease.

(b) **Quiet Enjoyment.** Provided that the Tenant is not at such time in default hereunder, the Tenant shall have peaceable and quiet enjoyment and possession of the Demised Premises during the Term of this Lease without any hindrance from the Landlord, its agents or employees.

(c) **Estoppel Certificates.** Each party to this Lease agrees that, within ten (10) days after request by the other party, they will deliver an estoppel certificate to any proposed mortgagee or purchaser, or to the requesting party, certifying (if such be the case) that this Lease has not been modified, that this Lease is in full force and effect, that there are no defenses or offsets thereof (or stating any claims for such by the other party), and any other matter reasonably requested.

(d) **Inspection.** The Landlord or the Landlord's agents or employees shall have the right to enter the Demised Premises at reasonable times to examine the same, to show the Demised Premises to prospective mortgagees, purchasers or lessees of the Demised Premises and to make such repairs as the Landlord may deem necessary or desirable (without, however, any obligation so to do); provided that such repairs shall not unreasonably interfere with the Tenant's occupancy of the Demised Premises or the conduct of its business therefrom.

(e) **Broker's Fee.** N/A

(f) **Recording.** This Lease shall not be recorded but a memorandum of this Lease may be recorded by either party at its option and at its cost and the other party agrees to execute any such memorandum upon such request.

(g) **Successors and Assigns.** Subject to the provisions of Section 15 of this Lease, this Lease and all of the terms, provisions, covenants and conditions contained herein shall inure to the benefit of, and be binding upon, the Landlord and the Tenant and their respective heirs, personal representatives, successors and assigns.

(h) **No Partnership.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person as creating the relationship of principal and agent or a partnership or joint venture between the parties hereto, it being expressly understood and agreed that no provision contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

(i) **No Waiver.** No waiver of any condition, legal right or remedy shall be implied by the failure of either party to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it is contained in a writing signed by both parties, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse the future breach of the same condition or covenant. This Lease cannot be amended, modified or terminated except by an instrument in writing signed by all of the parties.

(j) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(k) **Entire Agreement.** This Lease contains the entire agreement between the Landlord and the Tenant relative to the Demised Premises and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

(l) **Severability.** If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(m) **Time of Essence.** Time is of the essence with respect to all of the Tenant's and the Landlord's obligations under this Lease.

(n) **Notices.** All notices, requests, demands, directions and other communications (collectively, "notices") under the provisions of this Lease shall be in writing and shall be sent (i) by first-class or first-class express mail, certified with return receipt requested, or (ii) by fax with confirmation in writing mailed first-class, or (iii) by guaranteed overnight delivery service with receipt therefor, or (iv) by hand, in all cases with charges prepaid, and any such properly given notice shall be effective when received or when such delivery is refused. All notices shall be sent,

If to the Landlord:

If to the Tenant:

or in accordance with the last unrevoked written direction from such party to the other parties hereto.

19. RIGHT OF FIRST REFUSAL

During the Term of this Lease, and if the Tenant is not then in default of this Lease, the Tenant shall have a right of first refusal (the "First Refusal") to purchase the leased premises from the Landlord, its successors and assigns, if Landlord desires to sell the leased premises. At such time as the Landlord receives a bona fide offer from an unrelated third party to purchase the leased premises that the Landlord desires to accept (the "Offer"), the Landlord shall first deliver a copy of such offer to the Tenant, whereupon the Tenant may, within thirty (30) days following receipt of the offer, either in writing exercise or decline to exercise its First Refusal. Failure on the part of the Tenant to act shall be deemed a rejection of the offer to exercise its First Refusal. Should the Tenant exercise its First Refusal, the Tenant and the Landlord shall execute a sales agreement in the form of the Offer and shall thereafter close in accordance therewith.

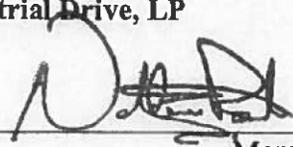
IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have executed this Lease or have caused this Lease to be signed in their respective corporate or partnership names by authorized officers or partners, as of the date first set forth above.

Witness:

Anna M. Cool

Landlord:

506 Industrial Drive, LP

By: 

Member

Attest:

Tenant:

American Heritage Group, LLC

By: Kevin D. Close

Digitally signed by Kevin D. Close
DN: cn=Kevin D. Close, o=American
Heritage Group, LLC, ou=Sales,
email=kevin.close@tcdistilling.com, c=US
Date: 2017.11.16 13:02:14 -05'00'

President

EXHIBIT "A" SCOPE OF WORK

Scope of work and Final contract to be determined and executed between American Heritage Group, LLC and Centurion Construction Group, LLC at a later date.

Centurion Construction Group agrees to contribute \$100,000.00 towards the overall contract amount. American Heritage Group, LLC will be responsible for all costs exceeding this amount.

EXHIBIT "B" (DRAWINGS) SEE ATTACHED

Drawings to be added at a later date after final scope of work is determined

IN THE MATTER OF : **BEFORE THE FAIRVIEW TOWNSHIP**
THE APPLICATION OF : **ZONING HEARING BOARD**
AMERICAN HERITAGE GROUP, LLC : **YORK COUNTY, PENNSYLVANIA**
: **DOCKET NO. 2017-06**

**DECISION GRANTING A SPECIAL EXCEPTION PURSUANT TO SECTION 300-4
OF THE FAIRVIEW TOWNSHIP ZONING ORDINANCE**

The Applicant applied for a special exception pursuant to Section 300-4 of the Fairview Township Zoning Ordinance (Interpretation and Uses Otherwise Not Provided For) for the purpose of operating a limited distillery at the property located at 506 Industrial Drive, Lewisberry, PA 17339 in the Industrial Business (IB) Zoning District. A hearing on the application was held on December 21, 2017, at 7:00 p.m. at the Fairview Township Municipal Building, 599 Lewisberry Road, New Cumberland, PA 17070.

FINDINGS OF FACT

1. The Applicant is American Heritage Group, LLC, with a business address of 657 Woodburne Road, Lewisberry, PA 17339. The Applicant, as tenant of the property located at 506 Industrial Drive, Lewisberry, PA, which is the subject of the application, has legal standing to submit this application.¹ The owner of the premises is 506 Industrial Drive, L.P., with an address of 506 Industrial Drive, Lewisberry, PA. The premises consists of a free standing building of approximately 19,100 square feet and is situate on 2.38 acres.

¹ See 53 P.S. §10107.

2. The Applicant was represented by Scott Harper, Esquire, 1701 West Market Street, York, PA 17404. Testifying for the Applicant were Kevin Close and Victoria Close of 657 Woodburne Road, Lewisberry, PA. Stephen M. Waller, Codes Administration Director for Fairview Township, also testified.

3. The Applicant requested a special exception pursuant to Section 300-4 of the Fairview Township Zoning Ordinance for the purpose of operating a limited distillery, to be licensed by the Pennsylvania Liquor Control Board, at the premises in the Industrial Business (IB) District.

4. Notice of the hearing was properly advertised; the property was properly posted; and all neighboring property owners required to be notified of the hearing were notified in accordance with the Township Ordinance and the Pennsylvania Municipalities Planning Code.

5. A limited distillery is a use which is neither expressly permitted, nor expressly prohibited, under the Fairview Township Zoning Ordinance. For that reason, the Applicant has requested that the Zoning Hearing Board grant it a special exception for the use as authorized under Section 300-4.B of the Ordinance as a “use otherwise not provided for.” The proposed use may be granted a special exception if it is “in general conformity” with the Fairview Township Comprehensive Plan and meets the criteria set out in Section 300-4.B(2)-(7) of the Ordinance.

6. The proposed limited distillery, as licensed by the PLCB, will be able to produce not more than 100,000 proof gallons of distilled liquor per year and possess, store, purchase, receive and sell its products to the PLCB, to other licensees, and to the general public between the hours of 9:00 a.m. and 11:00 p.m. Additionally, the proposed limited distillery could offer on or off-premises sales by the glass or bottle, offer tastings of its products and sell food at its

primary distillery location. Further, the proposed limited distillery would be able to sell wine and malt or brewed beverages for on-premises consumption, provided the wine and malt or brewed beverages are manufactured by licensed limited wineries and licensed breweries. See 47 P.S. §5-505.4(b)(1).

7. The proposed limited distillery is not a restaurant, as defined under the Zoning Ordinance, although it will provide food as an accessory use under the limited distillery license. A restaurant license, issued by the Department of Agriculture [or Health], will be required for the food service which the Applicant will provide. The Applicant indicates that the dining facilities will be used to either compliment the tasting room/distillery or as a reservation only pairing dinner. Therefore, the dining facilities will not be open to the general public.

8. The onsite liquor production activities as permitted under the PLCB will include the production of vodka, gin, rum, whiskey and bourbon; and perhaps other distilled alcoholic beverages. In addition, the catering and special pairing of meals service will serve produced spirits, and tasting opportunities with allowable wine and malt or brewed beverages primarily produced in Pennsylvania. The location will also house the business offices for the distillery, catering, sales and coffee production.

9. There will be no on site external operations which would impact congestion, noise, dust, smoke, glare or vibration in the community. Likewise, there will be no change to the existing parking space allocations for the surrounding businesses.

10. The Applicant established through the testimony and documentary evidence submitted with the application and reviewed at the hearing that the limited distillery meets the requirements of the Ordinance for a Section 300-4 special exception. A distillery is not expressly

provided for in any district under the Ordinance. Its operations at this location will be equal to or less intensive than the industrial uses permitted in this district, which presently include major warehouse and freight operations. The multiple governmental licenses which will be required for the planned limited distillery with on site food sales will be obtained by the Applicant and the proposed use will not be a detriment to the public health, safety and welfare at this location. The required plot plans and architectural drawing schematic of the building was presented.

Consistency of the application with any special requirements in Article VII of the Zoning Ordinance was established through the Applicant witnesses; and the testimony of the Township's Codes Administration Director did not identify any issues in this regard. Furthermore, the requirements for all special exceptions, in Section 300-99 of the Ordinance were met, subject to the condition regarding hours of operation set by the Board.

11. The one issue which should be addressed in connection with the operation of the limited distillery is its hours of operation. Unless appropriately limited, the hours of operation could have a negative impact upon the community. Therefore, the hours of operation should be limited so that it closes no later than 10:00 p.m. Monday through Saturday and no later than 8:00 p.m. on Sundays.

CONCLUSIONS

1. The Applicant has the burden of establishing entitlement to the requested special exception and demonstrating that all requirements of the Fairview Township Zoning Ordinance are met.

2. On the basis of the testimony and documentary evidence presented, the Board finds and concludes (1) that the operation of a limited distillery, which is not expressly permitted

in any zoning district in the township, is a use not otherwise provided for which should be allowed as a special exception in the Industrial Business (IB) District; and (2) the Applicant has met all the requirements for a special exception under Fairview Township Zoning Ordinances Sections 300-4, 300-76, and 300-99 and thereby established its entitlement to a special exception for a limited distillery at 506 Industrial Drive, Lewisberry, PA 17339, subject to the following condition:

1. The premises shall close to the public no later than 10:00 p.m. Monday through Saturday; and 8:00 p.m. on Sunday.

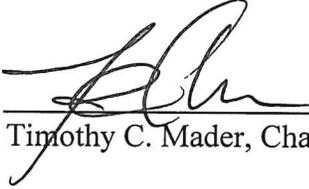
DECISION

On the basis of the foregoing findings and conclusions and on the basis of all the testimony and evidence presented to the Board at the hearing, the request for a special exception for the purpose of operating a limited distillery at 506 Industrial Drive, Lewisberry, PA 17339, is granted subject to the following condition: The premises shall close to the public no later than 10:00 p.m. Monday through Saturday; and 8:00 p.m. on Sunday.

The Application was approved as stated upon the motion of Mr. Mader, seconded by Mr. Bashore, and adopted 3-0 by the Board Members present and voting.

FAIRVIEW TOWNSHIP ZONING HEARING
BOARD

Dated: January 31, 2018

By: 

Timothy C. Mader, Chairman

Distribution: Scott Harper, Esquire, *for Applicant*