



TPSS Co-op

June 7, 2021

Adrian G. Washington, CEO
Neighborhood Development Company L.L.C.
Michaela Kelinsky, Vice-President
NDC Takoma Junction LLC
3232 Georgia Avenue, N.W.
Washington DC 20010

SUBJECT: *Takoma Junction Development: SHA Tracking # 19-AP-MO-008-xx*

Dear Mr. Washington and Ms. Kelinsky:

On behalf of the Takoma Park-Silver Spring Co-op (“Co-op”), I am writing to raise concerns arising from recent correspondence between representatives of NDC Takoma Junction LLC and The Neighborhood Development Company L.L.C. (collectively “NDC”) with the Maryland State Highway Administration (SHA), regarding the above-referenced project.¹ These Letters indicate that NDC has proposed design elements of the lay-by lane which are inconsistent with the 2018 Cooperation Agreement between NDC and the Co-op. Because these inconsistent design elements would materially and adversely affect future Co-op operations, I request that you make the corrections needed to maintain compliance with our Cooperation Agreement.

As you know, in the 2018 Cooperation Agreement, the Co-op agreed not to oppose NDC’s proposed development in exchange for specific “reasonable accommodations” including the design, construction and operation of the proposed lay-by and associated loading zone. These reasonable accommodations are identified in the Cooperation Agreement

¹ This correspondence includes: (a) Letter from Paul R. Dorr, The Traffic Group (TTG) to Erica Rigby, SHA, re: Takoma Junction MDOT SHA Tracking # 19-AP-MO-008-xx Our Job No. 2016-0409 (Apr. 23, 2021) (Dorr 4/23 Letter); (b) Letter from Ms. Rigby to Mr. Dorr (May 17, 2021) (SHA 5/17 Letter); (c) Letter from Mr. Dorr to Ms. Rigby re: re: Takoma Junction MDOT SHA Tracking # 19-AP-MO-008-xx (Dorr 5/18 Letter); and (d) Letter from Michaela Kelinsky, Vice-President, NDC to Ms. Rigby re: Takoma Junction development – SHA Tracking #19-AP-MO-008-xx (Kelinsky 5/19 Letter) (together “Letters”).

and the Combined Site Plan approved by the City on July 25, 2018 (Resolution 2018-41).²

In particular, the Cooperation Agreement and Combined Site Plan approved by Resolution 2018-41 establish the following design requirements:

First, the lay-by must be constructed of concrete and level with an adjoining “loading area immediately between the lay-by and the sidewalk, subject to the review and approval of the SHA”. See Cooperation Agreement, p. 2 ¶ 1 (emphasis added).

Second, the lay-by and adjacent loading zone must meet certain minimum dimensions: The lay-by must be 12 feet wide and approximately 140’ feet long, and the adjacent loading area is to be 7 feet wide. See April 4, 2018 Combined Site Plan pp.5, 25 (Attachment Two).

These two provisions were intended to ensure that the lay-by’s design would be adequate to accommodate the large 18-wheeler delivery trucks which regularly service the Co-op.³ The Co-op’s delivery study, provided to NDC under the terms of the Cooperation Agreement, clearly shows that the Co-op routinely receives deliveries from large semi-trailers. (Attachment Three (“Delivery Study.”)) The Co-op receives a minimum of 12 deliveries/week from semi-tractors, and each of these deliveries takes approximately 45 minutes.

The Letters referenced in note 1 show that the plans submitted by NDC to SHA do not conform to these design requirements, in the following significant respects:

1. NDC appears to have combined the lay-by and loading zone (which under the Cooperation Agreement should be a combined width of 19 feet) into one 12-foot “loading/layby lane.” See Response 1 in the Dorr 4/23 Letter. Such a design change would have a material adverse effect on our operations, because the 12-foot lay-by/loading lane is too narrow to allow for both a parked truck and pallet deliveries. A combined delivery and loading zone that is too narrow would greatly impede our deliveries, and thereby materially and adversely affect our operations.

2. This brings me to my second point, that the adjacent sidewalk cannot feasibly be substituted for a dedicated loading zone, as Mr. Dorr appears to assume. Mr. Dorr incorrectly asserts that deliveries will be “hand-carted” from

² See the Cooperation Agreement at page 4, par. 6 (Attachment One).

³ While the Cooperation Agreement allows small delivery trucks (*i.e.*, trucks less than 18’ long and 8’ tall, and less than 6’6” inches wide) to use NDC’s underground parking garage after the completion of construction, the garage cannot accommodate larger vehicles. See Cooperation Agreement, page 3 par. 1.

delivery trucks to the Co-op. Dorr 4/23 Letter, Response 1. Thus, he appears to assume that deliveries can be transferred to the adjoining sidewalk by hand-cart if the “loading/layby lane” is too narrow. But this assumption is inconsistent with the reality of modern grocery store deliveries. Many loads delivered by large trucks weigh as much as a ton each. These heavy loads must be delivered using large motorized vehicles, known as “electronic pallet jacks.” Hand-carts are completely unable to accommodate these large loads.

For this reason, a level surface between the lay-by and loading area is critical for ensuring the safety of large deliveries. Navigating a fully loaded electronic pallet jack over a curb can result in tipping of the load, spilling the contents, and/or cause the pallet jack to veer-course. Additionally, it is well known in the industry that moving very heavy loads over a curb will quickly cause it to disintegrate, as they are not designed to withstand such heavy weight. Thus, a level surface between the layby and the loading zone is critical. NDC’s June 9, 2021 *Presentation to the City of Takoma Park* appears to show a level surface between the two (.pdf pages 11 and 12 (Attachment Four)). Please confirm that this is an accurate reading of this design element. Any standard curb element would raise serious operational safety concerns with respect to an operator’s ability to maintain control of the pallet jack when maneuvering at the curb.

3. Mr. Dorr’s 5/17 Letter references a “potential shorter layby,” and Ms. Kelinsky’s 5/19 Letter refers to a lay-by that is “85-foot” in length (¶ 2, p. 2). Ms. Rigby’s 5/17 Letter (p. 3) further suggests that eliminating the WB-62s and WB-67s currently serving the largest Co-op deliveries is under consideration, and that the deliveries could be made via “smaller trucks.” Thus, NDC appears to assume that the size of the lay-by can be reduced to an extent that will effectively preclude its use by 18-wheeler trucks for Co-op deliveries. We note that the plans posted on the City’s website this morning indicate a reduced lay-by length of 115’ which also would significantly constrain the ability for multiple deliveries at one time and materially adversely affect Co-op operations. The 140’ layby length in the Cooperation Agreement was predicated on the size and frequency of deliveries identified in Delivery Study.

Capacity to accept deliveries is the lifeblood of the Co-op. And large-truck deliveries are an extremely significant source of our deliveries. Indeed, we depend on them to ensure we have the best possible range of products to offer, and to ensure we can provide economy-of-scale pricing. Breaking down these large deliveries is impractical for the vendors, and financially burdensome for the Co-op.

The 140-foot lay-by length specified in the City-approved Combined Site Plan is the shortest length that can reasonably accommodate our operations, given that the lay-by will be used simultaneously for service of the Co-op, the tenants of the Takoma Junction project (delivery and trash trucks) and the public-at-large (e.g., Uber, DoorDash, GrubHub).

Moreover, the Sycamore Avenue-side parking lot is not suitable for deliveries of any size, given its small dimensions, one-way access, and the lack of a functional loading area. See Attachment Five (photo of Sycamore Avenue Co-op access).

For all of these reasons, these significant proposed reductions to the dimensions of the lay-by would materially and adversely affect our operations.

4. Additionally, I have significant concerns regarding the location of stairs between the Co-op and NDC properties, rather providing access to the properties at this location via an ADA accessible ramp. These stairs are not shown in the April 4, 2018 Combined Site Plan. This design forces Co-op customers who leave the store with shopping carts, wheelchairs and strollers, and who wish to access the elevator to the garage, to use the loading area ramp in order to avoid the stairs. Therefore, as an alternative to the stairs, we propose consideration of an accessible ramp between the two properties. Such a ramp would provide an alternative access to and from the elevators for shoppers with carts and strollers, while at the same time reducing the amount of pedestrian/delivery conflicts within the loading area and ramp along the MD 410 frontage. Attachment Six. The ramp would be located, in part, on Co-op property, and we would like to work with you to achieve this change.

Please confirm to me that NDC will make any necessary corrections to its submissions to SHA in order ensure that the minimum layby and loading zone standards established in the Cooperation Agreement and Combined Site Plan will be incorporated into the plans under review by SHA, and please contact me at your convenience so that we can discuss the design and implementation of a ramp in lieu of the stairs that are currently proposed between the properties.

In closing, let me emphasize that the Co-op continues to rely on our Cooperation Agreement with NDC Takoma Junction LLC, signed by the Neighborhood Development Company, L.L.C. as its managing member, to ensure the long-term viability of our business at Takoma Junction. We continue to accept, as reasonable accommodations, the measures explicitly referred to in the Cooperation Agreement and the Combined Site Plan. In no way is this letter intended to oppose the proposed Takoma Junction development. Instead, as authorized by the Cooperation Agreement, we seek your cooperation in ensuring that the terms of the Cooperation Agreement continue to be satisfied with respect to those items that would materially adversely affect the Co-op's operations.

Finally, given the Co-op's substantive and contractual interest in the design of the lay-by and loading area, please copy me on all future correspondence between any NDC entity and/or TTG with SHA and/or MNCPPC's Planning staff regarding the design issues raised herein.

Thank you for your consideration. I am available at your convenience should you wish to discuss this letter in more detail.

Sincerely,

Mike Houston

Cc: Jingjing Liu, Neighborhood Development Company
Kate Stewart, Mayor, City of Takoma Park
Glen Cook, The Traffic Group
Paul Dorr, The Traffic Group
Kacy Kostiuk, Council Member, City of Takoma Park
Suzanne Ludlow, City Manager, City of Takoma Park
Gregory Slater, Transportation Secretary, SHA
Erica Rigby, District Engineer, SHA
Alvin Powell, District Traffic, SHA
Kwesi Woodroffe, Access Management, SHA
Elza Hisel-McCoy, Chief, Downcounty Planning, MNCPPC
Katherine Mencarini, Planner Coordinator, MNCPPC