

**Wednesday, December 1, 2021  
Board of Commissioners Meeting - 7:00 PM**

**Location: 4444 Walbert Avenue, Allentown, PA 18104**  
**Also, will be streamed Via "GoTo Meeting" (See SWT Website Link)**  
**\*Agenda Packet, Recordings, & Minutes Location: [www.boarddocs.com](http://www.boarddocs.com)**  
**USERNAME: [swhitehall](#)**  
**PASSWORD: [swtpublic](#)**

**1. CALL TO ORDER**

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A. Roll Call

**2. PLEDGE OF ALLEGIANCE**

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**3. NOTIFICATION**

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A. All public sessions of the South Whitehall Township Board of Commissioners are electronically recorded, filed, and posted on BoardDocs for the Public's access.

**4. PRESENTATIONS**

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A. Second Reading of the Proposed 2022 Budget - Scott Boehret, Director of Finance

**5. ORDINANCES**

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**6. RESOLUTIONS**

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A. REVISED - A Resolution Of The Board Of Commissioners Of South Whitehall Township, Lehigh County, Pennsylvania Amending Resolution No. 2021-55 Approving The Township's Acquisition Of Land Consisting Of Approximately 26.87 Acres Located At 1036 Springhouse Road From David T. Davis For Nominal Consideration, Authorizing The Execution And Delivery Of An Agreement Of Sale And Purchase, And Authorizing And Directing All Other Necessary And Appropriate Action To Accomplish The Acquisition, Including Execution And Delivery Of Requisite Documents In Connection With Settlement And The Payment Of Any Sums That May Be Required Therefor, With Such Amendment Being For The Purpose Of Changing The Seller From "David T. Davis" To "David T. Davis And Joanne S. Davis" And Ratifying And Confirming The Agreement Of Sale And Purchase Dated November 23, 2021

B. A Resolution Approving Sewer Planning Module for Kratzer Elementary School Addition

**7. MOTIONS**

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**8. CORRESPONDENCE AND INFORMATION ITEMS**

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A. Boards and Commissions - Informational Items

B. Public Notice - Public Inspection Copy of Proposed 2022 Budget Available at Township Building

**9. DIRECTION/DISCUSSION ITEMS**

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**10. OLD BUSINESS**

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A. Wehr's Dam - Status

**11. MINUTES**

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A. November 17, 2021 - BOC Meeting Minutes

**12. COURTESY OF THE FLOOR**

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**13. PAYMENT OF INVOICES**

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A. Invoices and Purchasing Requisitions have been reviewed by the Interim Township Manager and the Director of Finance, who authorize that checks be issued to pay bills as tabulated.

**14. EXECUTIVE SESSION**

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A. Scheduled Accordingly.

**15. ADJOURNMENT**

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A. Motion to Adjourn.

South Whitehall Township  
 Summary of Budgets  
 2022

	General Fund	Capital Fund	ARPA	Open Space	State Highway Aid Fund	Refuse Fund	Water Fund	Sewer Fund	Debt Service Fund	Fire Fund	Total
Revenue:											
Property Tax	\$ 6,965,444	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 6,965,444
Transfer Tax	700,000	-	-	-	-	-	-	-		-	700,000
Local Services Tax	600,000	-	-	-	-	-	-	-		-	600,000
Fire Tax	-	-	-	-	-	-	-	-		1,134,518	1,134,518
Earned Income	3,500,000	-	-	-	-	-	-	-		-	3,500,000
Business Privilege	2,350,000	-	-	-	-	-	-	-		-	2,350,000
Admissions	1,300,000	-	-	-	-	-	-	-		-	1,300,000
Cable TV	325,000	-	-	-	-	-	-	-		-	325,000
License/Permits/Fees	551,480	-	-	-	-	-	-	10,500		-	561,980
Interest	4,500	-	-	-	-	-	-	-		-	4,500
Grants/Gifts	254,684	46,970	729,750	-	665,000	111,000	-	-		-	1,807,404
Work On Property Revenue	-	-	-	-	-	-	-	500		-	500
Billed Fees	-	-	-	-	-	2,787,300	4,221,400	2,942,000		-	9,950,700
Fines/Discounts/Collection Charges/Miscellaneous	(169,408)	-	-	-	-	30,700	34,500	311,500		-	207,292
<b>Total Revenue</b>	<b>16,381,700</b>	<b>46,970</b>	<b>729,750</b>	<b>-</b>	<b>665,000</b>	<b>2,929,000</b>	<b>4,255,900</b>	<b>3,264,500</b>		<b>1,134,518</b>	<b>29,407,338</b>
Expense:											
Administration	6,938,374	112,000	-	-	350,000	2,968,564	3,201,759	2,781,454	359,021	-	16,711,172
Police	5,858,312	217,113	-	-	-	-	-	-	-	-	6,075,425
Public Works	3,356,458	1,174,700	300,000	-	449,142	-	-	-	-	-	5,280,300
Park & Recreation	401,360	202,000	-	100,000	-	-	-	-	-	-	703,360
Wehr's Dam	-	850,000	-	-	-	-	-	-	-	-	850,000
Capital Investment in Water & Sewer Systems	-	-	300,000	-	-	-	1,134,600	980,500	-	-	2,415,100
Volunteer Fire Cos.	-	-	129,750	-	-	-	-	-	-	1,047,781	1,177,531
<b>Total Expense</b>	<b>16,554,504</b>	<b>2,555,813</b>	<b>729,750</b>	<b>100,000</b>	<b>799,142</b>	<b>2,968,564</b>	<b>4,336,359</b>	<b>3,761,954</b>	<b>359,021</b>	<b>1,047,781</b>	<b>33,212,888</b>
Revenue Less Expense	(172,803)	(2,508,843)	-	(100,000)	(134,142)	(39,564)	(80,459)	(497,454)	(359,021)	86,737	(3,805,550)
Estimated Cash January 1, 2022	6,087,600	147,679	1,044,337	416,323	303,422	607,029	2,615,222	5,005,727		471,831	16,699,170
Bond Proceeds		600,000									600,000
Cash Outlay for Debt	-	-	-	-	-	-	-	-	(495,000)	-	(495,000)
Transfers Out	(2,784,334)	-	-	-	-	-	(400,500)	-		-	(3,184,834)
Transfers In	-	1,780,813	-	-	-	300,000	-	250,000	854,021	-	3,184,834
<b>Budgeted Unappropriated Reserve</b>	<b>\$ 3,130,463</b>	<b>\$ 19,649</b>	<b>\$ 314,587</b>	<b>\$ 316,323</b>	<b>\$ 169,280</b>	<b>\$ 867,466</b>	<b>\$ 2,134,263</b>	<b>\$ 4,758,273</b>	<b>\$ -</b>	<b>\$ 558,568</b>	<b>\$ 12,998,620</b>





**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. \_\_\_\_\_**

**(Duly Adopted December 1, 2021)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA AMENDING RESOLUTION NO. 2021-55 APPROVING THE TOWNSHIP’S ACQUISITION OF LAND CONSISTING OF APPROXIMATELY 26.87 ACRES LOCATED AT 1036 SPRINGHOUSE ROAD FROM DAVID T. DAVIS FOR NOMINAL CONSIDERATION, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT OF SALE AND PURCHASE, AND AUTHORIZING AND DIRECTING ALL OTHER NECESSARY AND APPROPRIATE ACTION TO ACCOMPLISH THE ACQUISITION, INCLUDING EXECUTION AND DELIVERY OF REQUISITE DOCUMENTS IN CONNECTION WITH SETTLEMENT AND THE PAYMENT OF ANY SUMS THAT MAY BE REQUIRED THEREFOR, WITH SUCH AMENDMENT BEING FOR THE PURPOSE OF CHANGING THE SELLER FROM “DAVID T. DAVIS” TO “DAVID T. DAVIS AND JOANNE S. DAVIS” AND RATIFYING AND CONFIRMING THE AGREEMENT OF SALE AND PURCHASE DATED NOVEMBER 23, 2021**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation and First Class Township of the Commonwealth of Pennsylvania, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 *et seq.*, as amended (“**Code**”); and

**WHEREAS**, the Board of Commissioners of the Township adopted Resolution No. 2021-55 on November 17, 2021 approving the Township’s acquisition of land consisting of approximately 26.87 acres located at 1036 Springhouse Road (“**Property**”) from David T. Davis for nominal consideration, authorizing the execution and delivery of an agreement of sale and purchase, and authorizing and directing all other necessary and appropriate action to accomplish the acquisition, including the execution and delivery of requisite documents in connection with settlement and the payment of any sums that may be required therefor; and

**WHEREAS**, subsequent to the adoption of Resolution No. 2021-55, the Township was informed that the Seller of the Property was changed from “David T. Davis” to David T. Davis and Joanne S. Davis”; and

**WHEREAS**, all parties have executed the Agreement of Sale and Purchase dated November 23, 2021 attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, the Township has determined that it is in the best interest of the Township to amend Resolution No. 2021-55 for the purpose of changing the seller name and to ratify and confirm the Agreement of Sale and Purchase dated November 23, 2021.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of the Township as follows:

**SECTION 1.** The Board of Commissioners hereby amends Resolution No. 2021-55 for the purpose of changing the Seller of the Property from “David T. Davis” to “David T. Davis and Joanne S. Davis” and ratifies and confirms the Agreement of Sale and Purchase dated November 23, 2021 attached hereto and incorporated herein as Exhibit “A”.

**SECTION 2.** All other terms and conditions of Resolution No. 2021-55 shall remain effective except to the extent amended hereby.

**DULY ADOPTED**, on this 1<sup>st</sup> day of December, 2021, by a majority of the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, execute this Resolution on behalf of the Board.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

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Christina Tori Morgan  
President

**ATTEST:**

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Scott Boehret, Secretary

# EXHIBIT “A”

## AGREEMENT OF SALE AND PURCHASE

This **AGREEMENT OF SALE AND PURCHASE** (“**Agreement**”) is made this 23 day of November 2021 (the “**Effective Date**”), between **DAVID T. DAVIS AND JOANNE S. DAVIS**, Pennsylvania residents, having an address of 2261 Woodlark Circle, Bethlehem, Pennsylvania 18017 (collectively, “**Seller**”) and **SOUTH WHITEHALL TOWNSHIP**, a Pennsylvania municipal corporation, having an address of 4444 Walbert Avenue, Allentown, Pennsylvania 18104 (“**Buyer**”).

### RECITALS

A. Seller is the equitable owner of approximately 26.87 acres of unimproved land located in South Whitehall Township, Lehigh County, Pennsylvania, and all rights and privileges thereto appertaining.

B. Seller has entered into an Agreement of Sale and Purchase dated November 23, 2021 (the “**Third-Party Agreement**”) to purchase the Property (as hereinafter defined) from St. George Antiochian Orthodox Church (the “**Church**”).

C. Seller desires to sell, convey, transfer and assign to Buyer, and Buyer desires to acquire from Seller, the Property, on the terms and subject to the conditions hereinafter set forth.

In consideration of the mutual promises, covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. INCORPORATION OF RECITALS. The Recitals of this Agreement are incorporated into the body hereof as if set forth at length herein.

2. SALE AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, those tracts or pieces of

land consisting of approximately 26.87 acres, more or less, located on 1036 Springhouse Road, in South Whitehall Township, Lehigh County, Pennsylvania, having Tax Parcel I.D. Nos. 548700488333, 547790706595, and 547699472932, together with all right, title and interest of Seller in and to any land lying in the bed of any highway, street or road (opened or proposed) adjoining such tracts of land and any easements and appurtenances pertaining thereto and all the improvements situated thereon, including all fixtures attached or appurtenant thereto (collectively, the “**Property**”).

3. PURCHASE PRICE AND OTHER TERMS. The purchase price for the Property is ONE DOLLAR (\$1.00) (the “**Purchase Price**”), payable by Buyer to Seller at Settlement.

4. SETTLEMENT. Settlement shall be held within three (3) business days following the later of the expiration of the Due Diligence Period (as hereinafter defined) or satisfaction of all Buyer and Seller contingencies herein or waiver of same (to the extent same can be waived) in writing, or on such earlier date as Buyer and Seller may mutually agree, at the offices of Fitzpatrick Lentz & Bubba, P.C., Two City Center, 645 West Hamilton Street, Suite 800, Allentown, Pennsylvania 18101 or by escrow (“**Settlement**”).

5. CONDITION OF TITLE.

(a) Title to the Property shall be: (i) good and marketable; (ii) free and clear of all mortgages, liens, and security interests (collectively, “**Monetary Liens**”); (iii) free and clear of all liens and encumbrances, excepting only those non-Monetary Liens and matters appearing of public record on the Effective Date, subject to Section 5(b) below; (iv) insurable at ordinary rates by First American Title Insurance Company (the “**Title Company**”); and (v) without exception for possible unsettled taxes of any kind. Seller covenants and agrees that it shall take any and all actions necessary to pay, satisfy, and discharge all Monetary Liens affecting the Property, at or prior to Settlement or

which may be satisfied at Settlement out of Seller's proceeds, except for those arising out of the actions or inactions of Buyer, its contractors, agents or representatives.

(b) Buyer will order a title search to be performed with regard to the Property, and, at Buyer's election, an ALTA survey, and will cause a title insurance commitment to be issued with regard to the Property and may obtain a survey, at Buyer's expense. On or before forty-five (45) days after the Effective Date (the "**Title Objection Date**"), Buyer will give notice to Seller of the existence of any title defect, lien or encumbrance which Buyer finds unacceptable ("**Title Objections**"), together with a complete copy of the title commitment and ALTA survey, if any, relating to the Property, including a copy of all plans and documents referred to therein. The Title Objections notice may be given via e-mail to Seller's legal counsel. Seller shall, within ten (10) days after receiving such notice, give written notice to Buyer that Seller will or will not attempt to cure such Title Objections. If Seller elects not to attempt to cure the Title Objections or fails to cure the Title Objections after agreeing to do so, Buyer shall be entitled to terminate this Agreement by providing written notice to Seller within five (5) days following, as applicable: (i) Seller's election not to cure the Title Objections, or (ii) the intended Settlement date if Seller elected to cure the Title Objections but failed to do so. Upon termination, this Agreement thereupon shall become void and there shall be no further obligation or liability on either party hereto, except as otherwise specifically provided herein. If Seller elects not to cure the Title Objections, and Buyer does not terminate this Agreement in accordance with this Section 5(b), then Buyer shall be deemed to have accepted title and the parties shall proceed to Settlement in accordance with Section 4.

6. REPRESENTATIONS AND WARRANTIES.

(a) Seller, to induce Buyer to enter into this Agreement and to complete the purchase of the Property hereunder, represents, warrants and covenants to Buyer as follows:

(i) At the time of Settlement, Seller will hold fee simple title to the Property.

(ii) Except for the rights granted in this Agreement and in the Third-Party Agreement, no party has any right or option to acquire all or any part of the Property.

(iii) To the best of Seller's knowledge and belief and except as set forth herein, (1) there has been no disposal, burial or placement of toxic or hazardous waste, debris or other foreign material on or about the Property; (2) Seller has placed no storage tanks (whether underground storage tanks or otherwise) on or under the Property; and (3) Seller has disclosed or will disclose to Buyer all information in Seller's possession relating to the environmental condition of the Property. The effect of the representations made in this Section shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents. Notwithstanding the foregoing, the parties recognize that the Property has been farmed and herbicides and pesticides, which are common and customary in the course of farming, have been utilized on the Property. In addition, in connection with the farming of the Property, diesel and/or gasoline powered equipment has been used on the Property.

(iv) Except for the verbal farm lease with Newhard Farms (the "Lease"), there are no existing leases, tenancies, licenses or any other claims to possession, whether oral or written, affecting the Property.

(v) Each Seller is an adult individual and has ability to enter into this Agreement, and subject to the contingencies contained herein, has the ability to consummate the transactions herein contemplated.

(vi) There are no proceedings pending or, to the best of Seller's knowledge, threatened by or against Seller in bankruptcy, insolvency or reorganization in any state or federal court.

(vii) Where applicable, Seller has paid all taxes, contributions, impositions, assessments and fees of whatever form or nature due to the Commonwealth of Pennsylvania and has filed all required tax returns, tax reports and applications for all prior years with the Pennsylvania Department of Revenue. Seller shall and hereby agrees to indemnify Buyer for any claim, cost, loss or damage suffered by Buyer as a result of Seller's failure to pay any tax attributable to periods ending on or before Settlement or to provide notice to any taxing authority of the transaction contemplated herein. This indemnification obligation shall survive Settlement without limitation as to time.

(viii) Seller (1) is not named by, and is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by, any Executive Order, including, without limitation, Executive Order 13224, or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enacted, enforced or administered by the Office of Foreign Assets Control ("OFAC"); (2) is not engaged in the transaction which is the subject of this Agreement, directly or indirectly, for or on behalf of, or instigating or facilitating the transaction which is the subject of this Agreement, directly or indirectly on behalf of, any such person, group, entity or nation; and (3) Seller will not use the proceeds received as part of the Purchase Price in violation of, and Seller is not otherwise in violation of, the Money Laundering Control Act of 1986, as amended, or any other applicable laws regarding money laundering activities. Furthermore, Seller agrees to immediately notify Buyer if Seller was, is, or in the future becomes a "senior foreign political



figure,” or an immediate family member or close associate of a “senior foreign political figure”, within the meaning of Section 312 of the USA PATRIOT Act of 2001.

Each of the representations and warranties of Seller set forth above shall be deemed remade by Seller as of Settlement and shall survive Settlement for a period of six (6) months. All references in this Agreement to “Seller’s knowledge”, “Seller’s actual knowledge” or words of similar import shall refer only to the actual (as opposed to the deemed, imputed or constructive) knowledge of Seller without having made any inquiry or performed any investigation. Buyer acknowledges that as of the date of this Agreement, Seller is not the record owner of the Property. On that basis, Buyer understands that Seller’s knowledge of the Property is limited and based, in part, on information provided by a third party (including, without limitation, the Church).

(b) Buyer, to induce Seller to enter into this Agreement and to complete the sale of the Property hereunder, represents, warrants and covenants to Seller as follows:

(i) Neither the execution and delivery of this Agreement, nor compliance with the terms and conditions of this Agreement by Buyer, nor the consummation of the purchase, constitutes or will constitute a violation or breach of any agreement or judicial order to which Buyer is a party or to which Buyer is subject.

(ii) There are no proceedings pending or, to the best of Buyer’s knowledge, threatened, by or against Buyer in bankruptcy, insolvency or reorganization in any state or federal court.

(iii) Buyer is a municipal corporation and has duly authorized, in a duly advertised public meeting, the individual executing this Agreement on behalf of Buyer to execute this Agreement. This Agreement constitutes the valid, legal and binding obligation of Buyer, enforceable in accordance with its terms.

Each of the representations and warranties of Buyer set forth above shall be deemed remade by Buyer as of Settlement and shall survive Settlement for a period of six (6) months.

7. CONDITIONS OF BUYER'S OBLIGATIONS. The obligation of Buyer under this Agreement to purchase the Property from Seller is subject to the satisfaction at or before Settlement of each of the following conditions (any one of which may be waived in whole or in part by Buyer at or prior to Settlement):

(a) All of the representations and warranties by Seller set forth in this Agreement shall be true and correct at and as of Settlement in all material respects as though such representations and warranties were made at and as of Settlement, except for changes herein consented to by Buyer. Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed on its part prior to or as of Settlement.

(b) Obtaining a Resolution of approval from Buyer's Board of Commissioners, which shall authorize (i) the consummation of the transaction contemplated herein; (ii) ratify this Agreement; and (iii) name a designated signatory of all Settlement deliverables.

(c) Buyer shall have a period from the Effective Date through the date which is forty-five (45) days thereafter (the "**Due Diligence Period**") to conduct any due diligence investigations of the Property that Buyer deems necessary, including environmental investigations. If Buyer is not satisfied (in its sole discretion) with the results of its due diligence investigations for any reason or no reason and notifies Seller by 5:00 p.m. on the last day of the Due Diligence Period of its election to terminate this Agreement, this Agreement thereupon shall become void and there shall be no further obligation or liability on either party hereto, except as otherwise specifically provided herein.

From the Effective Date until Settlement, Buyer and its engineers, surveyors, contractors and other representatives shall be afforded access to the Property to inspect, measure, appraise, test and make surveys of the Property; Buyer shall not be permitted to do any invasive tests or borings on the Property without prior written consent from Seller and the Church. Buyer must provide Seller with at least 36-hours e-mail notice of its intent to enter the Property. Buyer shall restore any area on the Property disturbed in the course of such testing to substantially the conditions existing prior to any tests conducted by Buyer. Buyer agrees to indemnify, defend, and hold Seller and the Church harmless from and against any damage resulting from any entry upon the Property by Buyer hereunder and any activities conducted thereon by Buyer or on behalf of Buyer provided, however that Buyer shall not be liable for (i) the discovery of any preexisting condition, (ii) any claims of diminution in the value of the Property as a consequence of the results revealed by any such investigations or testing, or (iii) the acts of Seller or its agents or representatives. In addition, Buyer may discuss and/or renegotiate the Lease with the tenant under the Lease, to the mutual satisfaction of Buyer and the tenant under the Lease.

Seller represents and warrants that he has the requisite authority to grant the Township rights under the foregoing paragraph to access the Property for the purposes herein mentioned.

8. CONDITIONS OF SELLER'S OBLIGATIONS. The obligation of Seller under this Agreement to sell the Property to Buyer is subject to the satisfaction at or before Settlement of each of the following conditions:

(a) All of the representations and warranties by Buyer set forth in this Agreement shall be true and correct at and as of Settlement in all material respects as though such representations and warranties were made at and as of Settlement, except for changes herein consented to by Seller.

Buyer shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed on its part prior to or as of Settlement.

(b) Settlement on the transaction memorialized in the Third-Party Agreement shall have occurred, and Seller shall have legal title to the Property. Buyer understands and acknowledges that if the settlement contemplated by the Third-Party Agreement does not occur, Seller cannot convey the Property to Buyer. Buyer also understands and acknowledges that Seller has termination rights in the Third-Party Agreement, which Seller may exercise in Seller's sole discretion. In the event that Seller terminates the Third-Party Agreement or the transaction contemplated in the Third-Party Agreement does not proceed to closing for any reason, Seller shall deliver written notice to Buyer within five (5) business days of the termination of the Third-Party Agreement or the failure to close, whereupon this Agreement shall automatically terminate and the parties shall have no further rights or liabilities hereunder, except as otherwise specifically set forth in this Agreement. Seller shall not be considered in default under the terms of this Agreement for its failure to close the transaction contemplated in the Third-Party Agreement or the termination of the Third-Party Agreement.

9. SELLER'S SETTLEMENT DELIVERIES. At Settlement, Seller shall deliver to Buyer duly executed originals of the following:

(a) A special warranty deed to the Property duly executed and acknowledged by Seller and in proper form for recording (the "**Deed**"). The parties agree that the Deed shall contain the following restriction:

The Property shall be used only for farming (the term farming shall include a farm stand, but shall specifically exclude agritainment). During the period when the Property is farmed, a non-material portion of the Property may also be used for a dog park and a perimeter walking trail (including associated infrastructure). Once the Property permanently ceases to be used for farming purposes, then the Property

shall be used only for open space, recreation purposes (the term recreation purposes shall include, but is not limited to, walking trails, a dog park, pavilions, playgrounds, a recreation center, sports fields, and passive recreation), and associated infrastructure. The foregoing restriction shall not be applicable to the area from the centerline of the cartway to the ultimate right-of-way line on the Property. Further, the foregoing restriction shall not prevent Grantee from performing such work or installing such improvements as South Whitehall Township reasonably determines to be necessary for the public health, safety and welfare, such as stormwater infrastructure and sidewalks, and including, but not limited to, infrastructure necessary to comply with applicable law. The foregoing restriction shall run with the land, and may be enforced by Grantor, his heirs and successors.

(b) A Non-foreign Person Certification as required under Section 1445 of the Internal Revenue Code;

(c) An owner's title affidavit as to mechanics' liens, possession and other matters affecting title, in customary form acceptable to Buyer's title insurer;

(d) A certificate, dated as of Settlement and signed by Seller, confirming that all representations and warranties made by Seller in this Agreement are true and correct at and as of Settlement as if made as of Settlement;

(e) A Settlement Statement prepared by the Title Company and in form acceptable to Title Company and Buyer;

(f) Such other documents as reasonably may be requested by Buyer or the Title Company to consummate the transaction in accordance with this Agreement.

10. BUYER'S SETTLEMENT DELIVERIES. At Settlement, Buyer shall deliver to Seller duly executed originals of the following:

(a) A certificate, dated as of Settlement and signed by Buyer, confirming that all the representations and warranties made by Buyer in this Agreement are true and correct at and as of Settlement as if made as of Settlement;

(b) A Settlement Statement prepared by the Title Company and in form acceptable to Title Company and Seller;

(c) A new lease agreement in form and content reasonably acceptable to the Township and the Farmer (as hereinafter defined). This lease agreement shall contain a provision whereby the Township agrees to permit the continued and uninterrupted farming of the Property by the current tenant under the Lease, and the tenant's heirs, successors and assigns (including any future farmer who wishes to farm the Property) (collectively, the "**Farmer**") until such time as the Farmer no longer wishes to farm any portion of the Property, provided, however, that the Township retains the right in its sole discretion to increase or decrease the fair market rent for the portion of the Property leased by an amount of no more than the Consumer Price Index or four percent (4%), whichever is less, in any calendar year. Notwithstanding the foregoing, during the period that the Property is farmed, the Township may (a) utilize the portion of the Property closest to U.S. Route 22 for a dog park; and (b) install a walking path along the perimeter of the Property. The Township agrees to use good faith and practicable efforts to work with the Farmer to minimize the impact of the foregoing two (2) uses on the continued farming of the Property.

(d) Such other documents as reasonably may be requested by Seller or the Title Company to consummate the transaction in accordance with this Agreement.

11. POSSESSION. Possession of the Property shall be given to Buyer at Settlement by delivery of the Deed, free of any leases, except the Lease, and free of all claims to or rights of possession except those of public record which have been approved by Buyer. The Deed shall be prepared by Seller at Seller's expense.

12. APPORTIONMENTS; CREDITS; TAXES.

(a) Real estate taxes, rents, all utilities, operating expenses and other apportionable income and expenses paid or payable by Seller, if applicable, shall be apportioned pro rata on a per diem basis as of Settlement. Taxes, shall be apportioned based on the fiscal year of the taxing authority.

(b) All realty transfer taxes, if any, imposed on or in connection with this transaction shall be shared equally by Seller and Buyer.

13. CONDEMNATION. If, prior to Settlement, the Property or any material portion thereof is taken by proceedings in condemnation, Buyer shall have the option of terminating this Agreement or proceeding hereunder. If Buyer elects to proceed under this Agreement, Seller shall assign his rights to receive just compensation to Buyer.

14. DEFAULT BY SELLER. Should Seller fail to perform any of the terms, conditions or obligations of this Agreement, including that any representation or warranty of Seller under this Agreement shall prove to be false or incorrect in any material aspect (a “**Seller Default**”), Buyer shall give written notice to Seller specifying the Seller Default. If such Seller Default is not cured within ten (10) days after Buyer’s notice, Buyer may elect to:

(a) postpone Settlement for such period as Buyer deems reasonably necessary (but not to exceed thirty (30) days without Seller’s consent) for Seller to cure the Seller Default, with Buyer reserving the right to exercise any other right under this Section if the Seller Default is not cured within the extension period; or

(b) in full satisfaction of all claims and damages, terminate this Agreement by written notice to Seller and all obligations under this Agreement shall terminate, and the parties shall have no further rights or obligations under this Agreement except for those which expressly survive the termination of this Agreement; or

(c) proceed to Settlement under this Agreement.

15. DEFAULT BY BUYER. Should Buyer fail to perform any of the terms, conditions or obligations of this Agreement, including that any representation or warranty of Buyer under this Agreement shall prove to be false or incorrect in any material aspect (a “**Buyer Default**”), Seller shall give written notice to Buyer specifying the Buyer Default. If such Buyer Default is not cured within ten (10) days after Seller’s written notice, Seller may elect to:

(a) postpone Settlement for such period as Seller deems reasonably necessary (but not to exceed thirty (30) days without Buyer’s consent) for Buyer to cure the Buyer Default, with Seller reserving the right to exercise any other right under this Section if the Buyer Default is not cured within the extension period; or

(b) in full satisfaction of all claims and damages, terminate this Agreement by written notice to Buyer and all obligations under this Agreement shall terminate, and the parties shall have no further rights or obligations under this Agreement except for those which expressly survive the termination of this Agreement; or

(c) proceed to Settlement under this Agreement.

16. OPERATION OF THE PROPERTY PRIOR TO SETTLEMENT. Except with the prior written consent of Buyer and except for consummating the transaction contemplated in the Third-Party Agreement, Seller shall not enter into any contract affecting the Property that cannot be terminated by Seller prior to Settlement or by Buyer thereafter without cost to Buyer.

17. NOTICE. All notices, requests and other communications under this Agreement shall be in writing and shall be delivered (i) in person; (ii) by recognized overnight delivery service (such as Federal Express); or (iii) by e-mail, provided a copy is sent concurrently by one of the methods



described in (i) or (ii) above, addressed as follows or at such other address of which Seller or Buyer shall have given notice as herein provided:

If intended for Seller:

David T. and Joanne S. Davis  
2261 Woodlark Circle  
Bethlehem, Pennsylvania 18017  
E-mail: [ddavis@hovermatt.com](mailto:ddavis@hovermatt.com)

with a copy to:

Fitzpatrick Lentz & Bubba, P.C.  
Two City Center  
645 West Hamilton Street  
Suite 800  
Allentown, PA 18101  
Attn: Stephanie A. Kobal, Esquire  
E-mail: [skobal@flblaw.com](mailto:skobal@flblaw.com)

If intended for Buyer:

South Whitehall Township  
Attn. Randy Cope  
4444 Walbert Avenue  
Allentown, PA 18104  
E-mail: [rcope@southwhitehall.com](mailto:rcope@southwhitehall.com)

With copy to:

Zator Law  
4400 Walbert Avenue  
Allentown, PA 18104  
Attn. Jennifer R. Alderfer, Esquire  
E-mail: [jalderfer@zatorlaw.com](mailto:jalderfer@zatorlaw.com)

Any notice shall be deemed to have been given: one (1) day after it is delivered to a nationally recognized reliable overnight delivery service; on the same date it is delivered, if delivered to the recipient by hand; or the same day it is sent if sent by e-mail. Notices by the parties may be given on their behalf by their respective attorneys.

18. NON-RECORDATION. Neither this Agreement nor any Memorandum hereof shall be recorded.

19. MISCELLANEOUS.

(a) All times specified in this Agreement shall be of the essence of this Agreement. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term “legal holiday” means any state or federal holiday on which financial institutions or post offices are generally closed in the state in which the Property is located.

(b) Formal tender of an executed deed and purchase money is hereby waived.

(c) This Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

(d) This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, representations, understanding and arrangements. This Agreement may not be modified except by a writing executed by all parties hereto.

(e) This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of laws doctrine of such state.

(f) Both parties to this Agreement having participated fully and equally in the negotiation and preparation hereof, this Agreement shall not be more strictly construed, or any ambiguities within this Agreement resolved, against either party hereto.

(g) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one original Agreement.

(h) The parties agree that jurisdiction and venue for any dispute arising out of this Agreement shall be exclusively in the Court of Common Pleas of Lehigh County.

(i) Seller acknowledges that Buyer will need to: (a) negotiate a new lease agreement with the Farmer, and therefore, it is specifically contemplated that Buyer will be able to negotiate with the Farmer after the Effective Date hereof; and (b) obtain approval of the transaction contemplated herein at a duly advertised public meeting. For those reasons, the parties agree that this transaction is not confidential. Notwithstanding the foregoing, Buyer shall provide Seller with e-mail notice of the date of any public meeting at which this Agreement or the transaction contemplated herein is an agenda item or is intended to be discussed by Buyer's Board of Commissioners.

*[Remainder of Page Intentionally Blank – Signatures on Following Page]*

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be duly executed, under seal, as of the day and year first written above.

**BUYER:**

**SOUTH WHITEHALL TOWNSHIP**

By: Randel T. Cope  
Name: Randel T. Cope  
Title: Interim Township Manager

**SELLER:**

**DAVID T. DAVIS**

\_\_\_\_\_

**JOANNE S. DAVIS**

\_\_\_\_\_

**IN WITNESS WHEREOF**, intending to be legally bound, the parties have caused this Agreement to be duly executed, under seal, as of the day and year first written above.

**BUYER:**

**SOUTH WHITEHALL TOWNSHIP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

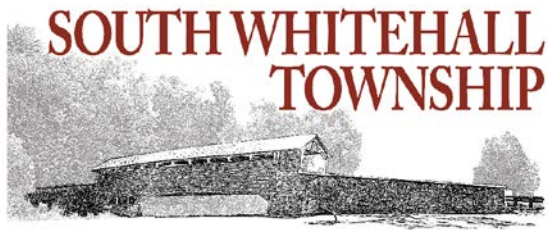
**DAVID T. DAVIS**

  
\_\_\_\_\_

**JOANNE S. DAVIS**

  
\_\_\_\_\_





**MEMORANDUM FOR  
AGENDA ITEMS**

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Mike Elias
<b>DATE:</b>	11/24/2021
<b>SUBJECT:</b>	Sewer Planning Module for Kratzer Elementary School Addition
<b>COPY TO:</b>	R.Cope H.Bender G.Adams D.Manhardt

- **Background Information and/or Justification of Expense:**  
Kratzer Elementary School, located at 2200 Huckleberry Rd, is planning an expansion with the addition of a new classroom building on its property next to the existing school. the proposed addition is planned for 200 students and eight teachers/staff. The additional flow is projected to be 850 gallons per day or 4 EDU's. Kratzer Elementary is respectfully requesting resolution approval for their added sewer flows.
  
- **Action Requested:**  
Resolution approval for added sewer flows.
  
- **Budget Line Item (if applicable):**



Providing a full range of Engineering & Surveying Services

COWAN ASSOCIATES, INC.

*Serving Business, Municipalities & Industry Since 1958*

**VIA CERTIFIED MAIL**

November 16, 2021

Mike Elias, Utilities & MS4 Program Coordinator  
South Whitehall Township  
4444 Walbert Avenue  
Allentown, PA 18104

Richard S. Cowan, PE (1910-1997)  
James R. Leister, PE/PLS (1936-2006)  
William D. Kee, PE (Retired)  
Johann F. Szautner, PE/PLS (Retired)  
Todd R. Myers, PLS  
Charles R. Tomko, PE  
Scott P. McMackin, PE  
Michael R. Smith, PE  
Wayne V. Doyle, PE

Subject: Transmittal of Planning Module Submission to PA DEP  
Kratzer Elementary School Addition  
South Whitehall Township, Lehigh County PA  
CAI 14549.08

Dear Mr. Elias,

Enclosed for your use are (3) copies of the following documents related to the Planning Module Submission to DEP:

1. DEP Transmittal Form - to be completed and signed by the Municipal Secretary.
2. Copy of the 8/24/2021 DEP Letter DEP Code No. 2-39919176-3 - certification statement to be completed and signed by the Municipal Secretary.
3. DEP Completeness Checklist - to be completed and signed by municipal officer.
4. Resolution of Adoption - to be completed, signed by the Municipal Secretary, and sealed with the municipal seal.
5. Completed Component 3 – Sewage Facilities Planning Module
  - a. SP-3 Proposed Building Addition and Playfield Renovations
  - b. Sewage Facilities Planning Module – Narrative
  - c. U.S.G.S. 7.5-minute Topographic Map
  - d. PNDI Receipt
6. LCA Will Serve letter, per the Connection Management Plan, dated October 5, 2021.
7. South Whitehall Township Will Serve letter, dated September 27, 2021.
8. Completed Component 4A – Municipal Planning Agency Review.
9. Completed Component 4B – County Planning Agency Review.
10. Check #41566 for \$200.00 for DEP Review Fee.

Please direct any questions or concerns to [abf@cowanassociates.com](mailto:abf@cowanassociates.com) or contact me at ext. 129.

Notification of submittal date to PA DEP is appreciated to complete our files.

Very truly yours,  
COWAN ASSOCIATES, INC.

Angelika B. Forndran, P.E.

cc: Dave Keppel, Director of School Services, Parkland School District ([keppeld@parklandsd.org](mailto:keppeld@parklandsd.org))  
V:\PROJECTS\14549.08 Kratzer Elementary School\Sewer\Planning Module Submission to DEP\Transmittal to South Whitehall Township.docx

Cowan Building • 120 Penn-Am Drive • P.O. Box 949 • Quakertown, PA 18951  
Phone: 215-536-7075 • 1-800-492-5649 • Fax: 215-536-1582 • E-mail: [cowan@cowanassociates.com](mailto:cowan@cowanassociates.com)  
Web Site: [www.cowanassociates.com](http://www.cowanassociates.com)



**ITEM 1**

**DEP TRANSMITTAL FORM**



**TRANSMITTAL LETTER  
FOR SEWAGE FACILITIES PLANNING MODULE**

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH. ID #
2-39919176-3				

TO: Approving Agency (DEP or delegated local agency)  
Robert T. Corby, Jr., Sewage Planning Specialist  
2 Public Square  
Wilkes-Barre, PA 18701-1915

Date 10-27-21

Dear Sir/Madam:

Attached please find a completed sewage facilities planning module prepared by Angelika B. Forndran, P.E.  
(Name)  
Director of Environmental Engineering for Parkland School District: Kratzer Elementary  
(Title) (Name)  
 a subdivision, commercial ,or industrial facility located in 2200 Huckleberry Road  
Allentown, PA 18104 South Whitehall Township Lehigh County.  
(City, Borough, Township)

**Check one**

(i) The planning module, as prepared and submitted by the applicant, is approved by the municipality as a proposed  revision  supplement for new land development to its Official Sewage Facilities Plan (Official Plan), and is  adopted for submission to DEP  transmitted to the delegated LA for approval in accordance with the requirements of 25 Pa. Code Chapter 71 and the *Pennsylvania Sewage Facilities Act* (35 P.S. §750),

OR

(ii) The planning module will not be approved by the municipality as a proposed revision or supplement for new land development to its Official Plan because the project described therein is unacceptable for the reason(s) checked below:

**Check Boxes**

- Additional studies are being performed by or on behalf of this municipality which may have an effect on the planning module as prepared and submitted by the applicant. Attached hereto is the scope of services to be performed and the time schedule for completion of said studies.
- The planning module as submitted by the applicant fails to meet limitations imposed by other laws or ordinances, officially adopted comprehensive plans and/or environmental plans (e.g., zoning, land use, 25 Pa. Code Chapter 71). Specific reference or applicable segments of such laws or plans are attached hereto.
- Other (attach additional sheet giving specifics).

*Municipal Secretary: Indicate below by checking appropriate boxes which components are being transmitted to the approving agency.*

- Resolution of Adoption
- Module Completeness Checklist
- 2 Individual and Community Onlot Disposal of Sewage
- 3 Sewage Collection/Treatment Facilities
- 3s Small Flow Treatment Facilities
- 4A Municipal Planning Agency Review
- 4B County Planning Agency Review
- 4C County or Joint Health Department Review

Municipal Secretary (print)

Signature

Date

**ITEM 2**

**COPY OF THE 8/24/2021 DEP LETTER  
DEP CODE NO. 2-39919176-3**

Date 8/24/2021

Name COWAN ASSOCIATES, INC.  
Address PO BOX 949  
QUAKERTOWN, PA 18951

RE: Planning Module for New Land Development  
Subdivision KRATZER ELEMENTARY SCHOOL  
INSTITUTIONAL 850 GPD  
SOUTH WHITEHALL TWP., LEHIGH County  
DEP Code No: 2-39919176-3

Dear:

In response to your postcard application, enclosed are the applicable planning modules required for the proposed development. Please submit the completed planning module and supporting information to the municipality(ies) in which the project is located. The Department must receive 3 copies. Please answer all questions. Do Not answer "N/A" or "Not Applicable". If you find a question does not apply, explain all reasons to support that answer.

A copy of the letter MUST be attached to the planning module when resubmitted through the municipality to the Department. This letter is to be used as a completion checklist and guide to completing the planning modules and does not supersede the rules and regulations found in Chapter 71. The municipality must submit the complete module package to the Department, (see end of letter for certification statement).

Effective December 15, 1995 Act 149 required the Department to assess planning module review fees. This fee is based on the type of development and total equivalent dwelling units proposed. The applicant will be billed upon Department approval or denial of the project.

RECEIVED  
COWAN ASSOCIATES  
AUG 27 2021  
120 P  
C

If you are applying for a planning module exemption for this project, the exemption was not granted for the following reason(s):

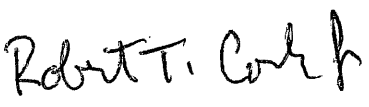
<u>Materials required</u>	<u>Municipal Checklist</u>		<u>DEP Completeness Review</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department cover/Checklist letter	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Transmittal letter, completed and signed by the Municipal Secretary.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution of Adoption completed and signed by the Municipal Secretary and containing the municipal seal.	
<input type="checkbox"/>	<input type="checkbox"/>	Component 2-Follow attached guidance.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Component 3-Follow attached guidance.	
<input type="checkbox"/>	<input type="checkbox"/>	Component 3s-Follow attached guidance.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Component 4a-Municipal Planning Agency Review	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Component 4b-County Planning Agency Review	
<input type="checkbox"/>	<input type="checkbox"/>	Potential Impact(s) has occurred based on your search of the PA Natural Diversity Inventory. These issues must be resolved with each agency before the Department's review of Planning Modules can occur.	
<input type="checkbox"/>	<input type="checkbox"/>	Sewage management program as per 25 Pa. Code Subsection 71.72	
<input type="checkbox"/>	<input type="checkbox"/>	Hydrogeologic Study – Analysis of interbasin transfer of water between a Special Protection watershed into a Non-Special Protection watershed.	
<input type="checkbox"/>	<input type="checkbox"/>	Delaware River Basin Commission Notice of Applications Received (NAR) for projects with sewage flows exceeding 10,000 GPD.	
<input type="checkbox"/>	<input type="checkbox"/>	Preliminary hydrogeology	
<input type="checkbox"/>	<input type="checkbox"/>	Permeability testing, to be determined at site testing	
<input type="checkbox"/>	<input type="checkbox"/>	Detailed hydrogeologic study	

		Socio-economic justification	
		If the project is located in a Special Protection Watershed, please submit an Antidegradation Analysis meeting the Requirement of Chapter 93.4(b), 93.4(a) and 93.4c(b)(2)	

In all cases, address the immediate and long range sewage disposal needs of the proposal and comply with 25 Pa. Code, Chapter 71, Subchapter C relating to New Land Development Plan Revisions.

Please note that the Department will return the planning module package if an incomplete revision is submitted.

Sincerely,



Robert T. Corby, Jr.  
Sewage Planning Specialist  
Clean Water Program

CERTIFICATION STATEMENT

I certify that this submittal is complete and includes all requested items. Failure to submit a complete module package will result in return of package.

Municipal Address \_\_\_\_\_

Municipal Telephone Number \_\_\_\_\_

Signed: \_\_\_\_\_, Municipal Secretary

List below any individuals and address that should be copied if the planning module is returned to the municipality (if address is not provided, no copy will be sent):


## **ITEM 3**

### **DEP COMPLETENESS CHECKLIST**

## Checklist



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

## Completeness Checklist

The individual completing the component should use the checklist below to assure that all items are included in the module package. The municipality should confirm that the required items have been included within 10 days of receipt, and if complete, sign and date the checklist.

### Sewage Collection and Treatment Facilities

- Name and Address of land development project.
- U.S.G.S. 7.5 minute topographic map with development area plotted.
- Project Narrative.
- Letter from water company (if applicable).
- Alternative Analysis Narrative.
- Details of chosen financial assurance method.
- Proof of Public Notification (if applicable).
- Name of existing collection and conveyance facilities.
- Name and NPDES number of existing treatment facility to serve proposed development.
- Plot plan of project with required information.
- Total sewage flows to facilities table.
- Signature of existing collection and/or conveyance Chapter 94 report preparer.
- Signature of existing treatment facility Chapter 94 report preparer.
- Letter granting allocation to project (if applicable).
- Signature acknowledging False Swearing Statement.
- Completed Component 4 (Planning Agency Review) for each existing planning agency and health department.
- Information on selected treatment and disposal option.
- Permeability information (if applicable).
- Preliminary hydrogeology (if applicable).
- Detailed hydrogeology (if applicable).

### Municipal Action

- Component 3 (Sewage Collection and Treatment Facilities).
- Component 4 (Planning Agency Comments and Responses).
- Proof of Public Notification.
- Long-term operation and maintenance option selection.
- Comments, and responses to comments generated by public notification.
- Transmittal Letter

---

Signature of Municipal Official

---

Date submittal determined complete



**ITEM 4**  
**RESOLUTION OF ADOPTION**



DEP Code No.  
2-39919176-3

## RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) **COMMISSIONERS** (COUNCILMEN) of South Whitehall  
**TOWNSHIP** (BOROUGH) (CITY), Lehigh COUNTY, PENNSYLVANIA (hereinafter "the municipality").

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

**WHEREAS** Parkland School District  
land developer  
Kratzer Elementary Building Addition  
name of subdivision  
proposes that such subdivision be served by: (check all that apply),  sewer tap-ins,  sewer extension,  new treatment facility,  individual onlot systems,  community onlot systems,  spray irrigation,  retaining tanks,  other, (please specify) \_\_\_\_\_

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

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

I \_\_\_\_\_, Secretary, \_\_\_\_\_  
(Signature)

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

Municipal Address:

4444 Walbert Avenue  
Allentown, PA 18104

Seal of  
Governing Body

Telephone 610-398-0401

**ITEM 5**

**COMPLETED COMPONENT 3 – SEWAGE FACILITIES  
PLANNING MODULE**



## SEWAGE FACILITIES PLANNING MODULE

### Component 3. Sewage Collection and Treatment Facilities

(Return completed module package to appropriate municipality)

DEP USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH ID #
2-39919176-3				

This planning module component is used to fulfill the planning requirements of Act 537 for the following types of projects: (1) a subdivision to be served by sewage collection, conveyance or treatment facilities, (2) a tap-in to an existing collection system with flows on a lot of 2 EDU's or more, or (3) the construction of, or modification to, wastewater collection, conveyance or treatment facilities that will require DEP to issue or modify a Clean Streams Law permit. Planning for any project that will require DEP to issue or modify a permit cannot be processed by a delegated agency. Delegated agencies must send their projects to DEP for final planning approval.

This component, along with any other documents specified in the cover letter, must be completed and submitted to the municipality with jurisdiction over the project site for review and approval. All required documentation must be attached for the Sewage Facilities Planning Module to be complete. Refer to the instructions for help in completing this component.

**REVIEW FEES:** Amendments to the Sewage Facilities Act established fees to be paid by the developer for review of planning modules for land development. These fees may vary depending on the approving agency for the project (DEP or delegated local agency). Please see section R and the instructions for more information on these fees.

**NOTE:** All projects must complete Sections A through I, and Sections O through R. Complete Sections J, K, L, M and/or N if applicable or marked .

#### A. PROJECT INFORMATION (See Section A of instructions)

1. Project Name Kratzer Elementary Building Addition

---

2. Brief Project Description Addition of an elementary classroom building with capacity of 200 students plus 8 staff; one lateral.

#### B. CLIENT (MUNICIPALITY) INFORMATION (See Section B of instructions)

Municipality Name	County	City	Boro	Twp
South Whitehall Township	Lehigh	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Municipality Contact Individual - Last Name	First Name	MI	Suffix	Title
Elias	Mike			Utilities & MS4 Program Coordinator

Additional Individual Last Name	First Name	MI	Suffix	Title

Municipality Mailing Address Line 1	Mailing Address Line 2
4444 Walbert Avenue	

Address Last Line -- City	State	ZIP+4
Allentown	PA	18104

Area Code + Phone + Ext.	FAX (optional)	Email (optional)
610-398-0401		eliasm@southwhitehall.com

**C. SITE INFORMATION** (See Section C of instructions)

**Site (Land Development or Project) Name**

Kratzer Elementary School

Site Location Line 1

2200 Huckleberry Road

Site Location Line 2

Site Location Last Line -- City

Allentown

State

PA

ZIP+4

18104

Latitude

40.621277

Longitude

-75.515667

Detailed Written Directions to Site Head south on PA-512 toward Crawford Dr. Merge onto US-22 W. Take the exit toward 15<sup>th</sup> St. Keep right at the fork, follow signs for Scherersville/Ballietsville and merge onto Mauch Chunk Rd. Turn left onto Custer St. Turn right onto Huckleberry Rd. Turn right, and the destination will be on the left.

Description of Site The existing Kratzer Elementary School, located at 2200 Huckleberry Road in South Whitehall Township, is planning an expansion with the addition of a new classroom building on its property next to the existing school.

**Site Contact (Developer/Owner)**

Last Name

Keppel

First Name

Dave

MI Suffix

Phone

610-351-5660

Ext.

Site Contact Title

Director of School Services

Site Contact Firm (if none, leave blank)

FAX

Email

keppeld@parklandsd.org

Mailing Address Line 1

2219 N. Cedar Crest Blvd.

Mailing Address Line 2

Mailing Address Last Line -- City

Allentown

State

PA

ZIP+4

18104

**D. PROJECT CONSULTANT INFORMATION** (See Section D of instructions)

Last Name

Forndran

First Name

Angelika

MI

Suffix

P.E.

Title

Director of Environmental Engineering

Consulting Firm Name

Cowan Associates, Inc.

Mailing Address Line 1

120 Penn-Am Drive

Mailing Address Line 2

Address Last Line -- City

Quakertown

State

PA

ZIP+4

18951

Country

US

Email

abf@cowanassociates.com

Area Code + Phone

215-536-7075

Ext.

129

Area Code + FAX

**E. AVAILABILITY OF DRINKING WATER SUPPLY**

The project will be provided with drinking water from the following source: (Check appropriate box)

- Individual wells or cisterns.
- A proposed public water supply.
- An existing public water supply.

If existing public water supply is to be used, provide the name of the water company and attach documentation from the water company stating that it will serve the project.

Name of water company: South Whitehall Township Water/Sewer Department

**F. PROJECT NARRATIVE** (See Section F of instructions)

- A narrative has been prepared as described in Section F of the instructions and is attached.

The applicant may choose to include additional information beyond that required by Section F of the instructions.

**G. PROPOSED WASTEWATER DISPOSAL FACILITIES** (See Section G of instructions)

Check all boxes that apply, and provide information on collection, conveyance and treatment facilities and EDU's served. This information will be used to determine consistency with Chapter 93 (relating to wastewater treatment requirements).

**1. COLLECTION SYSTEM**

a. Check appropriate box concerning collection system

- New collection system     Pump Station     Force Main  
 Grinder pump(s)     Extension to existing collection system     Expansion of existing facility

Clean Streams Law Permit Number N/A

b. Answer questions below on collection system

Number of EDU's and proposed connections to be served by collection system. EDU's 4

Connections 1

Name of:

existing collection or conveyance system SW 53 flow monitor subbasin

owner South Whitehall Public Works Department

existing interceptor Jordan Creek Trunk Line Interceptor

owner Lehigh County Authority - Lessee ; City of Allentown - Owner

**2. WASTEWATER TREATMENT FACILITY**

Check all boxes that apply, and provide information on collection, conveyance and treatment facilities and EDU's served. This information will be used to determine consistency with Chapter(s) 91 (relating to general provisions), 92 (relating to national Pollution Discharge Elimination System permitting, monitoring and compliance) and 93 (relating to water quality standards).

a. Check appropriate box and provide requested information concerning the treatment facility

- New facility     Existing facility     Upgrade of existing facility     Expansion of existing facility

Name of existing facility Kline's Island WWTP - City of Allentown

NPDES Permit Number for existing facility PA0026000

Clean Streams Law Permit Number N/A

Location of discharge point for a new facility. Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

b. The following certification statement must be completed and signed by the wastewater treatment facility permittee or their representative.

As an authorized representative of the permittee, I confirm that the Kline's Island WWTP (Name from above) sewage treatment facilities can accept sewage flows from this project without adversely affecting the facility's ability to achieve all applicable technology and water quality based effluent limits (see Section I) and conditions contained in the NPDES permit identified above.

Name of Permittee Agency, Authority, Municipality Lehigh County Authority - Agent, City of Allentown

Name of Responsible Agent Liesel M. Gross

Agent Signature [Signature] Date 10/5/2021

(Also see Section I. 4.)

**G. PROPOSED WASTEWATER DISPOSAL FACILITIES (Continued)**

**3. PLOT PLAN**

The following information is to be submitted on a plot plan of the proposed subdivision.

- a. Existing and proposed buildings.
- b. Lot lines and lot sizes.
- c. Adjacent lots.
- d. Remainder of tract.
- e. Existing and proposed sewerage facilities. Plot location of discharge point, land application field, spray field, COLDS, or LVCOLDS if a new facility is proposed.
- f. Show tap-in or extension to the point of connection to existing collection system (if applicable).
- g. Existing and proposed water supplies and surface water (wells, springs, ponds, streams, etc.)
- h. Existing and proposed rights-of-way.
- i. Existing and proposed buildings, streets, roadways, access roads, etc.
- j. Any designated recreational or open space area.
- k. Wetlands - from National Wetland Inventory Mapping and USGS Hydric Soils Mapping.
- l. Flood plains or Flood prone areas, floodways, (Federal Flood Insurance Mapping)
- m. Prime Agricultural Land.
- n. Any other facilities (pipelines, power lines, etc.)
- o. Orientation to north.
- p. Locations of all site testing activities (soil profile test pits, slope measurements, permeability test sites, background sampling, etc. (if applicable).
- q. Soils types and boundaries when a land based system is proposed.
- r. Topographic lines with elevations when a land based system is proposed

**4. WETLAND PROTECTION**

YES NO

- a.   Are there wetlands in the project area? If yes, ensure these areas appear on the plot plan as shown in the mapping or through on-site delineation.
- b.   Are there any construction activities (encroachments, or obstructions) proposed in, along, or through the wetlands? If yes, identify any proposed encroachments on wetlands and identify whether a General Permit or a full encroachment permit will be required. If a full permit is required, address time and cost impacts on the project. Note that wetland encroachments should be avoided where feasible. Also note that a feasible alternative **MUST BE SELECTED** to an identified encroachment on an exceptional value wetland as defined in Chapter 105. Identify any project impacts on streams classified as HQ or EV and address impacts of the permitting requirements of said encroachments on the project.

**5. PRIME AGRICULTURAL LAND PROTECTION**

YES NO

- Will the project involve the disturbance of prime agricultural lands?  
If yes, coordinate with local officials to resolve any conflicts with the local prime agricultural land protection program. The project must be consistent with such municipal programs before the sewage facilities planning module package may be submitted to DEP.  
If no, prime agricultural land protection is not a factor to this project.
- Have prime agricultural land protection issues been settled?

**6. HISTORIC PRESERVATION ACT**

YES NO

- Sufficient documentation is attached to confirm that this project is consistent with DEP Technical Guidance 012-0700-001 *Implementation of the PA State History Code* (available online at the DEP website at [www.dep.state.pa.us](http://www.dep.state.pa.us), select "subject" then select "technical guidance"). As a minimum this includes copies of the completed Cultural Resources Notice

(CRN), a return receipt for its submission to the PHMC and the PHMC review letter.

**7. PROTECTION OF RARE, ENDANGERED OR THREATENED SPECIES**

Check one:

- The "Pennsylvania Natural Diversity Inventory (PNDI) Project Environmental Review Receipt" resulting from my search of the PNDI database and all supporting documentation from jurisdictional agencies (when necessary) is/are attached.
- A completed "Pennsylvania Natural Diversity Inventory (PNDI) Project Planning & Environmental Review Form," (PNDI Form) available at [www.naturalheritage.state.pa.us](http://www.naturalheritage.state.pa.us), and all required supporting documentation is attached. I request DEP staff to complete the required PNDI search for my project. I realize that my planning module will be considered incomplete upon submission to the Department and that the DEP review will not begin, and that processing of my planning module will be delayed, until a "PNDI Project Environmental Review Receipt" and all supporting documentation from jurisdictional agencies (when necessary) is/are received by DEP.

Applicant or Consultant Initials \_\_\_\_\_.

**H. ALTERNATIVE SEWAGE FACILITIES ANALYSIS** (See Section H of instructions)

- An alternative sewage facilities analysis has been prepared as described in Section H of the attached instructions and is attached to this component.  
The applicant may choose to include additional information beyond that required by Section H of the attached instructions.

**I. COMPLIANCE WITH WATER QUALITY STANDARDS AND EFFLUENT LIMITATIONS** (See Section I of instructions) (Check and complete all that apply.)

**1. Waters designated for Special Protection**

- The proposed project will result in a new or increased discharge into special protection waters as identified in Title 25, Pennsylvania Code, Chapter 93. The Social or Economic Justification (SEJ) required by Section 93.4c. is attached.

**2. Pennsylvania Waters Designated As Impaired**

- The proposed project will result in a new or increased discharge of a pollutant into waters that DEP has identified as being impaired by that pollutant. A pre-planning meeting was held with the appropriate DEP regional office staff to discuss water quality based discharge limitations.

**3. Interstate and International Waters**

- The proposed project will result in a new or increased discharge into interstate or international waters. A pre-planning meeting was held with the appropriate DEP regional office staff to discuss effluent limitations necessary to meet the requirements of the interstate or international compact.

**4. Tributaries To The Chesapeake Bay**

- The proposed project result in a new or increased discharge of sewage into a tributary to the Chesapeake Bay. This proposal for a new sewage treatment facility or new flows to an existing facility includes total nitrogen and total phosphorus in the following amounts: \_\_\_\_\_ pounds of TN per year, and \_\_\_\_\_ pounds of TP per year. Based on the process design and effluent limits, the total nitrogen treatment capacity of the wastewater treatment facility is \_\_\_\_\_ pounds per year and the total phosphorus capacity is \_\_\_\_\_ pounds per year as determined by the wastewater treatment facility permittee. The permittee has determined that the additional TN and TP to be contributed by this project (as modified by credits and/or offsets to be provided) will not cause the discharge to exceed the annual total mass limits for these parameters. Documentation of compliance with nutrient allocations is attached.

Name of Permittee Agency, Authority, Municipality \_\_\_\_\_

Initials of Responsible Agent (See Section G 2.b) \_\_\_\_\_

See *Special Instructions* (Form 3800-FM-BPNPSM0353-1) for additional information on Chesapeake Bay watershed requirements.



**J. CHAPTER 94 CONSISTENCY DETERMINATION** (See Section J of instructions)

Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Title 25, Chapter 94 (relating to Municipal Wasteload Management). If not previously included in Section F, include a general map showing the path of the sewage to the treatment facility. If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

1. Project Flows 850 gpd
2. Total Sewage Flows to Facilities (pathway from point of origin through treatment plant)

When providing "treatment facilities" sewage flows, use Annual Average Daily Flow for "average" and Maximum Monthly Average Daily Flow for "peak" in all cases. For "peak flows" in "collection" and "conveyance" facilities, indicate whether these flows are "peak hourly flow" or "peak instantaneous flow" and how this figure was derived (i.e., metered, measured, estimated, etc.).

- a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.
- b. Enter the average and peak sewage flows for the most restrictive sections of the existing sewage facilities.
- c. Enter the average and peak sewage flows, projected for 5 years (2 years for pump stations) through the most restrictive sections of the existing sewage facilities. Include existing, proposed (this project) and future project (other approved projects) flows.

To complete the table, refer to the instructions, Section J.

	a. Design and/or Permitted Capacity (gpd) MGD		b. Present Flows (gpd) MGD		c. Projected Flows in 5 years (gpd) MGD (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection	.918	2.294	<del>2050</del> .253	<del>2221</del> 2.130	<del>2900</del> .260	<del>3142</del> 2.343
Conveyance			2050	2221	2900	3142
Treatment			2050	2221	2900	3142

3. Collection and Conveyance Facilities

The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table. The individual(s) signing below must be legally authorized to make representation for the organization.

- YES    NO
- a.      This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved Corrective Action Plan (CAP) granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the module package.

If no, a representative of the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not affect that status.

b. Collection System

Name of Agency, Authority, Municipality South Whitehall Township Water/Sewer Department

Name of Responsible Agent Michael Elia

Agent Signature [Signature] Date 9/22/21

**J. CHAPTER 94 CONSISTENCY DETERMINATION** (See Section J of instructions)

Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Title 25, Chapter 94 (relating to Municipal Wasteload Management). If not previously included in Section F, include a general map showing the path of the sewage to the treatment facility. If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

1. Project Flows 850 gpd
2. Total Sewage Flows to Facilities (pathway from point of origin through treatment plant)

When providing "treatment facilities" sewage flows, use Annual Average Daily Flow for "average" and Maximum Monthly Average Daily Flow for "peak" in all cases. For "peak flows" in "collection" and "conveyance" facilities, indicate whether these flows are "peak hourly flow" or "peak instantaneous flow" and how this figure was derived (i.e., metered, measured, estimated, etc.).

- a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.
- b. Enter the average and peak sewage flows for the most restrictive sections of the existing sewage facilities.
- c. Enter the average and peak sewage flows, projected for 5 years (2 years for pump stations) through the most restrictive sections of the existing sewage facilities. Include existing, proposed (this project) and future project (other approved projects) flows.

To complete the table, refer to the instructions, Section J.

SWT →

	a. Design and/or Permitted Capacity (gpd) (MGD)		b. Present Flows (gpd) (MGD)		c. Projected Flows in 5 years (gpd) (MGD) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection			2050	2221	2900	3142
Conveyance	58	81	2050 30	2221 78 <sup>(1)</sup>	2900 31	3142 80 <sup>(1)</sup>
Treatment	40	40	2050 32.3	2221 40	2900 33.4	3142 42

3. Collection and Conveyance Facilities (1) Peak Hourly Flow - Estimated

The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table. The individual(s) signing below must be legally authorized to make representation for the organization.

YES NO

- a.  YES  NO This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved Corrective Action Plan (CAP) granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the module package.

If no, a representative of the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not affect that status.

- b. Collection System

Name of Agency, Authority, Municipality South Whitehall Township Water/Sewer Department

Name of Responsible Agent \_\_\_\_\_

Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

**J. CHAPTER 94 CONSISTENCY DETERMINATION** (See Section J of instructions)

c. Conveyance System

Name of Agency, Authority, Municipality Lehigh County Authority - Agent, City of Allentown

Name of Responsible Agent Liesel M. Gross

Agent Signature *Liesel M. Gross*

Date 10/5/2011

4. Treatment Facility

The questions below are to be answered by a representative of the facility permittee in coordination with the information in the table and the latest Chapter 94 report. The individual signing below must be legally authorized to make representation for the organization.

YES NO

- a.   This project proposes the use of an existing wastewater treatment plant for the disposal of sewage. Will this action create a hydraulic or organic overload within 5 years at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this inconsistency with Chapter 94 is resolved or unless there is an approved CAP granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the planning module.

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not impact that status.

- b. Name of Agency, Authority, Municipality Lehigh County Authority - Agent, City of Allentown

Name of Responsible Agent Liesel M. Gross

Agent Signature *Liesel M. Gross*

Date 10/5/2011

**K. TREATMENT AND DISPOSAL OPTIONS** (See Section K of instructions)

This section is for land development projects that propose construction of wastewater treatment facilities. Please note that, since these projects require permits issued by DEP, these projects may **NOT** receive final planning approval from a delegated local agency. Delegated local agencies must send these projects to DEP for final planning approval.

Check the appropriate box indicating the selected treatment and disposal option.

1. Spray irrigation (other than individual residential spray systems (IRSIS)) or other land application is proposed, and the information requested in Section K.1. of the planning module instructions are attached.
2. Recycle and reuse is proposed and the information requested in Section K-2 of the planning module instructions is attached.
3. A discharge to a dry stream channel is proposed, and the information requested in Section K.3. of the planning module instructions are attached.
4. A discharge to a perennial surface water body is proposed, and the information requested in Section K.4. of the planning module instructions are attached.

**L. PERMEABILITY TESTING** (See Section L of instructions)

- The information required in Section L of the instructions is attached.

**M. PRELIMINARY HYDROGEOLOGIC STUDY** (See Section M of instructions)

- The information required in Section M of the instructions is attached.

**N. DETAILED HYDROGEOLOGIC STUDY** (See Section N of instructions)

The detailed hydrogeologic information required in Section N. of the instructions is attached.

**O. SEWAGE MANAGEMENT** (See Section O of instructions)

(1-3 for completion by the developer(project sponser), 4-5 for completion by the non-municipal facility agent and 6 for completion by the municipality)

Yes No

1.   Is connection to, or construction of, a DEP permitted, non-municipal sewage facility or a local agency permitted, community onlot sewage facility proposed.

If Yes, respond to the following questions, attach the supporting analysis, and an evaluation of the options available to assure long-term proper operation and maintenance of the proposed non-municipal facilities. If No, skip the remainder of Section O.

2. Project Flows \_\_\_\_\_ gpd

Yes No

3.   Is the use of nutrient credits or offsets a part of this project?

If yes, attach a letter of intent to purchase the necessary credits and describe the assurance that these credits and offsets will be available for the remaining design life of the non-municipal sewage facility;

**(For completion by non-municipal facility agent)**

4. Collection and Conveyance Facilities

The questions below are to be answered by the organization/individual responsible for the non-municipal collection and conveyance facilities. The individual(s) signing below must be legally authorized to make representation for the organization.

Yes No

- a.   If this project proposes sewer extensions or tap-ins, will these actions create a hydraulic overload on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until this issue is resolved.

If no, a representative of the organization responsible for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with Chapter 71 §71.53(d)(3) and that this proposal will not affect that status.

- b. Collection System

Name of Responsible Organization \_\_\_\_\_

Name of Responsible Agent \_\_\_\_\_

Agent Signature \_\_\_\_\_

Date \_\_\_\_\_

- c. Conveyance System

Name of Responsible Organization \_\_\_\_\_

Name of Responsible Agent \_\_\_\_\_

Agent Signature \_\_\_\_\_

Date \_\_\_\_\_

5. Treatment Facility

The questions below are to be answered by a representative of the facility permittee. The individual signing below must be legally authorized to make representation for the organization.

Yes No

- a.   If this project proposes the use of an existing non-municipal wastewater treatment plant for the disposal of sewage, will this action create a hydraulic or organic overload at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this issue is resolved.

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with §71.53(d)(3) and that this proposal will not impact that status.

- b. Name of Facility \_\_\_\_\_  
Name of Responsible Agent \_\_\_\_\_  
Agent Signature \_\_\_\_\_  
Date \_\_\_\_\_

(For completion by the municipality)

6.  The **SELECTED OPTION** necessary to assure long-term proper operation and maintenance of the proposed non-municipal facilities is clearly identified with documentation attached in the planning module package.

**P. PUBLIC NOTIFICATION REQUIREMENT** (See Section P of instructions)

This section must be completed to determine if the applicant will be required to publish facts about the project in a newspaper of general circulation to provide a chance for the general public to comment on proposed new land development projects. This notice may be provided by the applicant or the applicant's agent, the municipality or the local agency by publication in a newspaper of general circulation within the municipality affected. Where an applicant or an applicant's agent provides the required notice for publication, the applicant or applicant's agent shall notify the municipality or local agency and the municipality and local agency will be relieved of the obligation to publish. The required content of the publication notice is found in Section P of the instructions.

To complete this section, each of the following questions must be answered with a "yes" or "no". Newspaper publication is required if any of the following are answered "yes".

Yes No

1.   Does the project propose the construction of a sewage treatment facility ?
2.   Will the project change the flow at an existing sewage treatment facility by more than 50,000 gallons per day?
3.   Will the project result in a public expenditure for the sewage facilities portion of the project in excess of \$100,000?
4.   Will the project lead to a major modification of the existing municipal administrative organizations within the municipal government?
5.   Will the project require the establishment of *new* municipal administrative organizations within the municipal government?
6.   Will the project result in a subdivision of 50 lots or more? (onlot sewage disposal only)
7.   Does the project involve a major change in established growth projections?
8.   Does the project involve a different land use pattern than that established in the municipality's Official Sewage Plan?




**P. PUBLIC NOTIFICATION REQUIREMENT cont'd.** (See Section P of instructions)

9.   Does the project involve the use of large volume onlot sewage disposal systems (Flow > 10,000 gpd)?
10.   Does the project require resolution of a conflict between the proposed alternative and consistency requirements contained in §71.21(a)(5)(i), (ii), (iii)?
11.   Will sewage facilities discharge into high quality or exceptional value waters?
- Attached is a copy of:
- the public notice,
  - all comments received as a result of the notice,
  - the municipal response to these comments.
- No comments were received. A copy of the public notice is attached.

**Q. FALSE SWEARING STATEMENT** (See Section Q of instructions)

I verify that the statements made in this component are true and correct to the best of my knowledge, information and belief. I understand that false statements in this component are made subject to the penalties of 18 PA C.S.A. §4904 relating to unsworn falsification to authorities.

Angelika Forndran, P.E.	
_____ Name (Print)	_____ Signature
Dir. of Env. Engineering, Cowan Associates, Inc.	9-15-21
_____ Title	_____ Date
120 Penn-Am Dr. Quakertown, PA 18951	215-536-7075 ext. 129
_____ Address	_____ Telephone Number

**R. REVIEW FEE** (See Section R of instructions)

The Sewage Facilities Act establishes a fee for the DEP planning module review. DEP will calculate the review fee for the project and invoice the project sponsor **OR** the project sponsor may attach a self-calculated fee payment to the planning module prior to submission of the planning package to DEP. (Since the fee and fee collection procedures may vary if a "delegated local agency" is conducting the review, the project sponsor should contact the "delegated local agency" to determine these details.) Check the appropriate box.

- I request DEP calculate the review fee for my project and send me an invoice for the correct amount. I understand DEP's review of my project will not begin until DEP receives the correct review fee from me for the project.
- I have calculated the review fee for my project using the formula found below and the review fee guidance in the instructions. I have attached a check or money order in the amount of \$200.00 payable to "Commonwealth of PA, DEP". Include DEP code number on check. I understand DEP will not begin review of my project unless it receives the fee and determines the fee is correct. If the fee is incorrect, DEP will return my check or money order, send me an invoice for the correct amount. I understand DEP review will NOT begin until I have submitted the correct fee.
- I request to be exempt from the DEP planning module review fee because this planning module creates **only** one new lot and is the **only** lot subdivided from a parcel of land as that land existed on December 14, 1995. I realize that subdivision of a second lot from this parcel of land shall disqualify me from this review fee exemption. I am furnishing the following deed reference information in support of my fee exemption.

County Recorder of Deeds for \_\_\_\_\_ County, Pennsylvania

Deed Volume \_\_\_\_\_ Book Number \_\_\_\_\_

Page Number \_\_\_\_\_ Date Recorded \_\_\_\_\_

**R. REVIEW FEE (continued)**

Formula:

1. For a new collection system (with or without a Clean Streams Law Permit), a collection system extension, or individual tap-ins to an existing collection system use this formula.

$$\#4 \text{ _____ Lots (or EDUs) X } \$50.00 = \$ \underline{200.00}$$

The fee is based upon:

- The number of lots created or number of EDUs whichever is higher.
- For community sewer system projects, one EDU is equal to a sewage flow of 400 gallons per day.

2. For a surface or subsurface discharge system, use the appropriate one of these formulae.

- A. A new surface discharge greater than 2000 gpd will use a flat fee:

\$ 1,500 per submittal (non-municipal)  
\$ 500 per submittal (municipal)

- B. An increase in an existing surface discharge will use:

$$\# \text{ _____ Lots (or EDUs) X } \$35.00 = \$ \text{ _____}$$

to a maximum of \$ 1,500 per submittal (non-municipal) or \$ 500 per submittal (municipal)

The fee is based upon:

- The number of lots created or number of EDUs whichever is higher.
- For community sewage system projects one EDU is equal to a sewage flow of 400 gallons per day.
- For non-single family residential projects, EDUs are calculated using projected population figures

- C. A sub-surface discharge system that requires a permit under The Clean Streams Law will use a flat fee:

\$ 1,500 per submittal (non-municipal)  
\$ 500 per submittal (municipal)

**ITEM 5.A.**

**SP-3 PROPOSED BUILDING ADDITION AND  
PLAYFIELD RENOVATIONS**







**ITEM 5.B.**

**SEWAGE FACILITIES PLANNING MODULE –  
NARRATIVES (PART F AND PART H)**

Sewage Facilitates Planning Module – Narrative - Part F  
Kratzer Elementary School, Parkland School District  
South Whitehall Township, Lehigh County  
August 25, 2021

A. Narrative

1. Project Description

The existing Kratzer Elementary School, located at 2200 Huckleberry Road in South Whitehall Township, is planning an expansion with the addition of a new classroom building on its property next to the existing school.

The proposed addition is planned for 200 students and 8 teachers/staff. The existing school has one lateral connection into the gravity sewer in Huckleberry Road. The proposed site plan, submitted and under review by South Whitehall Township Planning Commission, proposes one new lateral tap-in into the existing gravity sewer in Whitehall Avenue.

2. Determination of Flow

The existing school student and staff population is around 520 and the additional population is anticipated to add 208. Analysis of water usage records for year 2019 indicates a daily water usage of 2,050 gpd as an average for the days school is in session. This results in a metered usage of 4.0 gpd per capita. The total flow with the addition is projected at 2,900 gpd. The additional flow is projected to be 850 gpd which translates to 4 EDU at 223 gpd/EDU for South Whitehall Township.

3. Capacity determination

The gravity sewer collection system receiving this flow is in the SW 53 flow monitor subbasin within South Whitehall Township. The South Whitehall Township Public Works Department has agreed to serve the water and sewer needs for this school addition. The receiving interceptor is Jordan Creek Trunk Line which discharges to the Kline's Island WWTP. Preliminary review with Lehigh County Authority indicates that the interceptor and WWTP have the capacity for this additional flow of 850 gpd.

Supporting attachments: a) USGS Location Map and b) PNDI Clearance for the Site

## Sewage Facilities Planning Module Component 3 – Part H

### Alternative Sewage Facilities Analysis

Kratzer Elementary School, Parkland School District

South Whitehall Township, Lehigh County

September 15, 2021

The existing Kratzer Elementary School, located at 2200 Huckleberry Road in South Whitehall Township, is planning an expansion with the addition of a new classroom building on its property next to the existing school.

The proposed addition is planned for 200 students and 8 teachers/staff. The existing school has one lateral connection into the gravity sewer in Huckleberry Road. The proposed site plan, submitted to South Whitehall Township Planning Commission, proposes one new lateral tap-in into the existing gravity sewer in Whitehall Avenue, which would be the ultimate method. A new lateral tap-in is proposed because the required slope could not be achieved to connect the building addition to the current lateral serving the school.

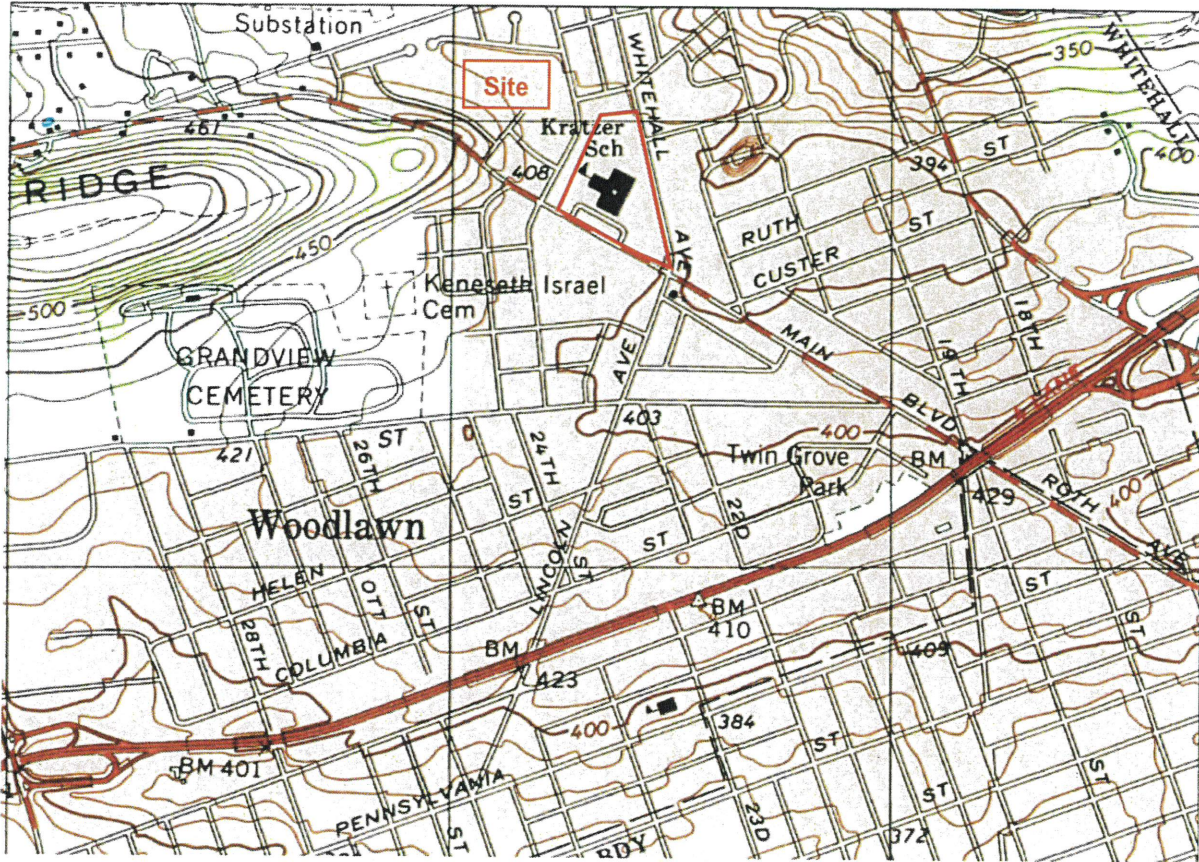
The existing school student and staff population is around 520 and the additional population is anticipated to add 208. Analysis of water usage records for year 2019 indicates a daily water usage of 2,050 gpd as an average for the days school is in session. This results in a metered usage of 4.0 gpd per capita. The total flow with the addition is projected at 2,900 gpd. The additional flow is projected to be 850 GPD which translates to 4 EDU at 223 GPD/EDU for South Whitehall Township.

The gravity sewer collection system receiving this flow is in the SW 53 flow monitor subbasin within South Whitehall Township. The South Whitehall Township Public Works Department has agreed to serve the water and sewer needs for this school addition. The receiving interceptor is Jordan Creek Trunk Line which discharges to the Kline's Island WWTP. Preliminary review with Lehigh County Authority indicates that the interceptor and WWTP have the capacity for this additional flow of 850 gpd.

The land adjacent to the site is zoned Medium Density Residential by South Whitehall Township. The entirety of the residential area is served by the South Whitehall Township Water/Sewer Department.

**ITEM 5.C.**

**U.S.G.S. 7.5-MINUTE TOPOGRAPHIC MAP**



Adapted from the Allentown West, PA Quadrangle, USGS Topo Maps -7.5 Minute Series

### Figure 1

Site Location Map  
 Kratzer Elementary School  
 2200 Huckleberry Road  
 TMP 548787607544  
 South Whitehall Township  
 Lehigh County, PA  
 CAI 14549.08



**COWAN ASSOCIATES, INC.**

Cowan Associates, Inc.  
 120 Penn Am Drive  
 Quakertown, PA 18951

**ITEM 5.D.**  
**PNDI RECEIPT**

## 1. PROJECT INFORMATION

Project Name: **Parkland School District - Kratzer Elementary Building Addition**  
Date of Review: **3/25/2021 03:49:43 PM**  
Project Category: **Development, Additions/maintenance to existing development facilities**  
Project Area: **12.72 acres**  
County(s): **Lehigh**  
Township/Municipality(s): **SOUTH WHITEHALL TOWNSHIP**  
ZIP Code:  
Quadrangle Name(s): **ALLENTOWN WEST**  
Watersheds HUC 8: **Lehigh**  
Watersheds HUC 12: **Lower Jordan Creek**  
Decimal Degrees: **40.621277, -75.515667**  
Degrees Minutes Seconds: **40° 37' 16.5979" N, 75° 30' 56.4020" W**

## 2. SEARCH RESULTS

Agency	Results	Response
PA Game Commission	No Known Impact	No Further Review Required
PA Department of Conservation and Natural Resources	No Known Impact	No Further Review Required
PA Fish and Boat Commission	No Known Impact	No Further Review Required
U.S. Fish and Wildlife Service	No Known Impact	No Further Review Required

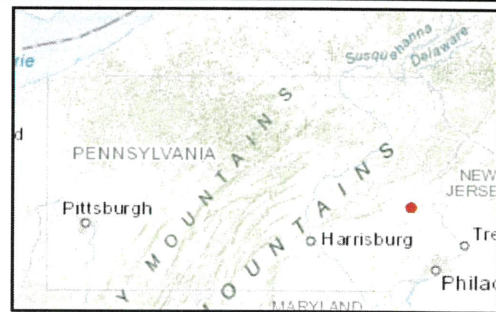
As summarized above, Pennsylvania Natural Diversity Inventory (PNDI) records indicate no known impacts to threatened and endangered species and/or special concern species and resources within the project area. Therefore, based on the information you provided, no further coordination is required with the jurisdictional agencies. This response does not reflect potential agency concerns regarding impacts to other ecological resources, such as wetlands.



## Parkland School District - Kratzer Elementary Building Addition



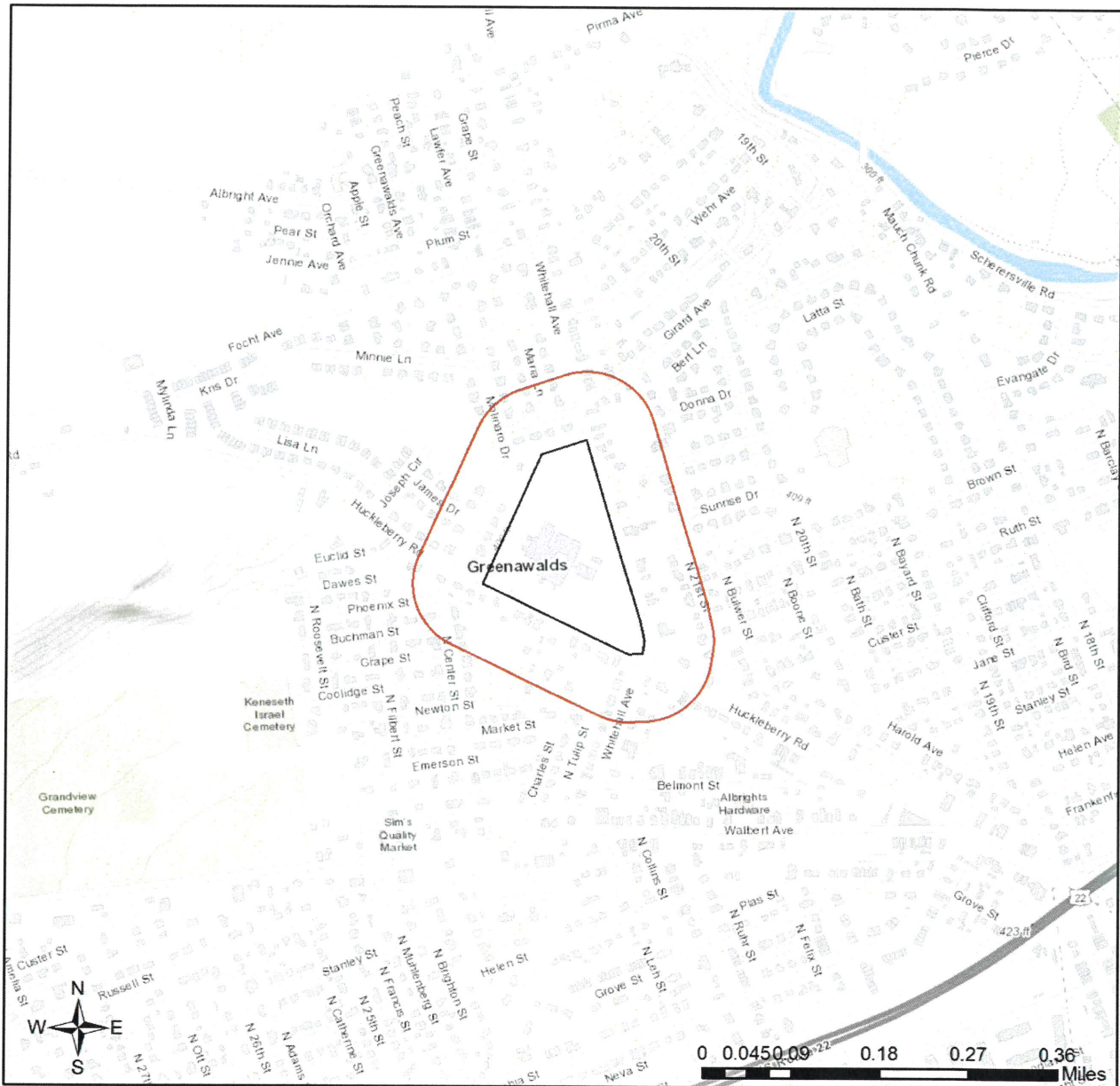
- Project Boundary
- Buffered Project Boundary



Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community  
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China



## Parkland School District - Kratzer Elementary Building Addition



- Project Boundary
- Buffered Project Boundary

Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



### 3. AGENCY COMMENTS

Regardless of whether a DEP permit is necessary for this proposed project, any potential impacts to threatened and endangered species and/or special concern species and resources must be resolved with the appropriate jurisdictional agency. In some cases, a permit or authorization from the jurisdictional agency may be needed if adverse impacts to these species and habitats cannot be avoided.

These agency determinations and responses are **valid for two years** (from the date of the review), and are based on the project information that was provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the following change: 1) project location, 2) project size or configuration, 3) project type, or 4) responses to the questions that were asked during the online review, the results of this review are not valid, and the review must be searched again via the PNDI Environmental Review Tool and resubmitted to the jurisdictional agencies. The PNDI tool is a primary screening tool, and a desktop review may reveal more or fewer impacts than what is listed on this PNDI receipt. The jurisdictional agencies **strongly advise against** conducting surveys for the species listed on the receipt prior to consultation with the agencies.

#### PA Game Commission

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### PA Department of Conservation and Natural Resources

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### PA Fish and Boat Commission

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### U.S. Fish and Wildlife Service

##### RESPONSE:

No impacts to **federally** listed or proposed species are anticipated. Therefore, no further consultation/coordination under the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq. is required. Because no take of federally listed species is anticipated, none is authorized. This response does not reflect potential Fish and Wildlife Service concerns under the Fish and Wildlife Coordination Act or other authorities.

### 4. DEP INFORMATION

The Pa Department of Environmental Protection (DEP) requires that a signed copy of this receipt, along with any required documentation from jurisdictional agencies concerning resolution of potential impacts, be submitted with applications for permits requiring PNDI review. Two review options are available to permit applicants for handling PNDI coordination in conjunction with DEP's permit review process involving either T&E Species or species of special concern. Under sequential review, the permit applicant performs a PNDI screening and completes all coordination with the appropriate jurisdictional agencies prior to submitting the permit application. The applicant will include with its application, both a PNDI receipt and/or a clearance letter from the jurisdictional agency if the PNDI Receipt shows a Potential Impact to a species or the applicant chooses to obtain letters directly from the jurisdictional agencies. Under concurrent review, DEP, where feasible, will allow technical review of the permit to occur concurrently with the T&E species consultation with the jurisdictional agency. The applicant must still supply a copy of the PNDI Receipt with its permit application. The PNDI Receipt should also be submitted to the appropriate agency according to directions on the PNDI Receipt. The applicant and the jurisdictional agency will work together to resolve the potential impact(s). See the DEP PNDI policy at <https://conservationexplorer.dcnr.pa.gov/content/resources>.



## 5. ADDITIONAL INFORMATION

The PNDI environmental review website is a preliminary screening tool. There are often delays in updating species status classifications. Because the proposed status represents the best available information regarding the conservation status of the species, state jurisdictional agency staff give the proposed statuses at least the same consideration as the current legal status. If surveys or further information reveal that a threatened and endangered and/or special concern species and resources exist in your project area, contact the appropriate jurisdictional agency/agencies immediately to identify and resolve any impacts.

For a list of species known to occur in the county where your project is located, please see the species lists by county found on the PA Natural Heritage Program (PNHP) home page ([www.naturalheritage.state.pa.us](http://www.naturalheritage.state.pa.us)). Also note that the PNDI Environmental Review Tool only contains information about species occurrences that have actually been reported to the PNHP.

## 6. AGENCY CONTACT INFORMATION

### PA Department of Conservation and Natural Resources

Bureau of Forestry, Ecological Services Section  
400 Market Street, PO Box 8552  
Harrisburg, PA 17105-8552  
Email: [RA-HeritageReview@pa.gov](mailto:RA-HeritageReview@pa.gov)

### PA Fish and Boat Commission

Division of Environmental Services  
595 E. Rolling Ridge Dr., Bellefonte, PA 16823  
Email: [RA-FBPACENOTIFY@pa.gov](mailto:RA-FBPACENOTIFY@pa.gov)

### U.S. Fish and Wildlife Service

Pennsylvania Field Office  
Endangered Species Section  
110 Radnor Rd; Suite 101  
State College, PA 16801  
Email: [IR1\\_ESPenn@fws.gov](mailto:IR1_ESPenn@fws.gov)  
NO Faxes Please

### PA Game Commission


Bureau of Wildlife Habitat Management  
Division of Environmental Planning and Habitat Protection  
2001 Elmerton Avenue, Harrisburg, PA 17110-9797  
Email: [RA-PGC\\_PNDI@pa.gov](mailto:RA-PGC_PNDI@pa.gov)  
NO Faxes Please

## 7. PROJECT CONTACT INFORMATION

Name: Donelle Rzonca  
Company/Business Name: Cowan Associates, Inc.  
Address: 120 Penn Am Drive  
City, State, Zip: Quakertown, PA 18951  
Phone: (215) 536-7075 Fax: (215) 536-1582  
Email: dmr@cowanassociates.com

## 8. CERTIFICATION

I certify that ALL of the project information contained in this receipt (including project location, project size/configuration, project type, answers to questions) is true, accurate and complete. In addition, if the project type, location, size or configuration changes, or if the answers to any questions that were asked during this online review change, I agree to re-do the online environmental review.

  
applicant/project proponent signature

3/25/2021

date

**ITEM 6**

**LCA WILL SERVE LETTER, PER THE CONNECTION  
MANAGEMENT PLAN, DATED OCTOBER 5, 2021**



**LEHIGH COUNTY AUTHORITY**

1053 SPRUCE ROAD \* P.O. BOX 3348 \* ALLENTOWN, PA 18106-0348  
610-398-2503 \* FAX 610-398-8413 \* www.lehighcountyauthority.org  
email: service@lehighcountyauthority.org

October 5, 2021

Randy Cope  
South Whitehall Township  
4444 Walbert Avenue  
Allentown, PA 18104

RE: Kratzer Elementary School – 2200 Huckleberry Drive, South Whitehall Township  
Sewer Module - Chapter 94 Consistency Determination – Appendix A

Dear Mr. Cope:

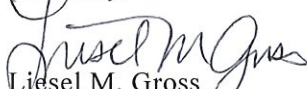
This letter and approval for the attached Sewage Facilities Planning Module is based on the current estimate of available wastewater capacity. This letter does not promise, guarantee or assure any future conveyance or treatment allocation without compliance with all applicable rules and regulations, payment of all necessary fees and availability of the respective allocation at that time.

In accordance with the Interim Act 537 Plan submitted by the Kline’s Island Sewer System (KISS) municipalities to the Pa. Department of Environmental Protection and approved on June 25, 2021, an amount equal to the property or development’s wastewater flow will be allocated from the Connection Management Plan at the time of approval of the Sewage Facilities Planning Module. This property or development’s wastewater flow need, as represented in the attached Sewage Planning Module, is 850 gallons per day. Therefore, the Connection Management Plan balance will be adjusted as follows:

2020 Connection Management Plan Allocation (all numbers in gallons per day)	1,500,000
2021-2025 Connection Management Plan Allocation	3,117,129
Previously allocated from prior planning module submissions (since 1/17/20)	-1,613,208
This submission	-850
<b>Remaining Allocation in KISS Connection Management Plan (as of 10/5/2021)</b>	<b>3,003,071</b>

Please contact me if you have any questions about this information.

Sincerely,

  
Liesel M. Gross  
Chief Executive Officer

cc: Scott Novatnak, DEP  
Robert Corby, DEP  
Jason Newhard, SSM Group  
Phil Depoe, LCA  
Angelika Forndran, Cowan Associates, Inc.

**ITEM 7**

**SOUTH WHITEHALL TOWNSHIP WLL SERVE LETTER,  
DATED SEPTEMBER 27, 2021**



September 27, 2021

Angelika Forndran, P.E.  
Cowan Associates, Inc.  
P.O. Box 949  
Quakertown PA 18951

Re: Kratzer Elementary School  
South Whitehall Twp.  
Willing to Serve Letter  
SSM File 103400.0064

Dear Ms. Forndran:

We are in receipt of your request to South Whitehall Township for the water and sanitary sewer willingness to serve letter for the proposed addition to Kartzer Elementary School located at 2200 Huckleberry Road consisting of a building addition of approximately 18,000 square feet. Cowan Associates, Inc., has requested an additonal 850 gallons per day of water and sanitary sewer flows on behalf of the Parkland Area School District.

At this time the water and sanitary sewer systems owned by South Whitehall Township have adequate capacities and will serve the proposed development. Please be advised, the Township reserves the right to analyze and assess any required increases in allocations based upon actual water usage.

Please contact our office should you have any questions or comments.

Sincerely,  
Spotts, Stevens and McCoy

A handwritten signature in blue ink that reads "Jason M. Newhard".

Jason M. Newhard, CCM, LO  
Manager, Operations  
Water and Wastewater Engineering  
[jason.newhard@ssmgroup.com](mailto:jason.newhard@ssmgroup.com)

cc: SWT



**ITEM 8**

**COMPLETED COMPONENT 4A – MUNICIPAL  
PLANNING AGENCY REVIEW**



## INSTRUCTIONS FOR COMPLETING COMPONENT 4A MUNICIPAL PLANNING AGENCY REVIEW

***Remove and recycle these instructions prior to mailing component to the approving agency.***

### Background

This component, Component 4, is used to obtain the comments of planning agencies and/or health departments having jurisdiction over the project area. It is used in conjunction with other planning module components appropriate to the characteristics of the project proposed.

### Who Should Complete the Component?

The component should be completed by any existing municipal planning agency, county planning agency, planning agency with areawide jurisdiction, and/or health department having jurisdiction over the project site. It is divided into sections to allow for convenient use by the appropriate agencies.

The project sponsor must forward copies of this component, along with supporting components and data, to the appropriate planning agency(ies) and health department(s) (if any) having jurisdiction over the development site. These agencies are responsible for responding to the questions in their respective sections of Component 4, as well as providing whatever additional comments they may wish to provide on the project plan. After the agencies have completed their review, the component will be returned to the applicant. The agencies have 60 days in which to provide comments to the applicant. If the agencies fail to comment within this 60 day period, the applicant may proceed to the next stage of the review without the comments. The use of registered mail or certified mail (return receipt requested) by the applicant when forwarding the module package to the agencies will document a date of receipt.

After receipt of the completed Component 4 from the planning agencies, or following expiration of the 60 day period without comments, the applicant must submit the entire component package to the municipality having jurisdiction over the project area for review and action. If approved by the municipality, the proposed plan, along with the municipal action, will be forwarded to the approving agency (Department of Environmental Protection or delegated local agency). The approving agency, in turn, will either approve the proposed plan, return it as incomplete, or disapprove the plan, based upon the information provided.

### ***Instructions for Completing Planning Agency and/or Health Department Review Component***

#### **Section A. Project Name**

Enter the project name as it appears on the accompanying sewage facilities planning module component (Component 2, 2m, 3, 3s or 3m).

#### **Section B. Review Schedule**

Enter the date the package was received by the reviewing agency, and the date that the review was completed.

#### **Section C. Agency Review**

1. Answer the yes/no questions and provide any descriptive information necessary on the lines provided. Attach additional sheets, if necessary.
2. Complete the name, title, and signature block.

#### **Section D. Additional Comments**

The Agency may provide whatever additional comment(s) it deems necessary, as described in the form. Attach additional sheets, if necessary.



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF CLEAN WATER

DEP Code #:  
October

**SEWAGE FACILITIES PLANNING MODULE  
COMPONENT 4A - MUNICIPAL PLANNING AGENCY REVIEW**

**Note to Project Sponsor:** To expedite the review of your proposal, one copy of your completed planning module package and one copy of this *Planning Agency Review Component* should be sent to the local municipal planning agency for their comments.

**SECTION A. PROJECT NAME** (See Section A of instructions)

Project Name

Parkland School District Kratzer Elementary School Proposed Addition

**SECTION B. REVIEW SCHEDULE** (See Section B of instructions)

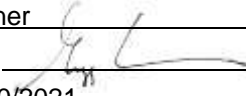
1. Date plan received by municipal planning agency October 20, 2021

2. Date review completed by agency October 20, 2021

**SECTION C. AGENCY REVIEW** (See Section C of instructions)

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Is there a municipal comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101, <i>et seq.</i> )?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Is this proposal consistent with the comprehensive plan for land use? If no, describe the inconsistencies _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Is this proposal consistent with the use, development, and protection of water resources? If no, describe the inconsistencies _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Is this proposal consistent with municipal land use planning relative to Prime Agricultural Land Preservation?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Does this project propose encroachments, obstructions, or dams that will affect wetlands? If yes, describe impacts _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Will any known historical or archaeological resources be impacted by this project? If yes, describe impacts _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Will any known endangered or threatened species of plant or animal be impacted by this project? If yes, describe impacts _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Is there a municipal zoning ordinance?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Is this proposal consistent with the ordinance? If no, describe the inconsistencies _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	10. Does the proposal require a change or variance to an existing comprehensive plan or zoning ordinance?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	11. Have all applicable zoning approvals been obtained?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	12. Is there a municipal subdivision and land development ordinance?

**SECTION C. AGENCY REVIEW (continued)**

Yes	No	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	13. Is this proposal consistent with the ordinance? If no, describe the inconsistencies <u>Currently working through SALDO review process</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. Is this plan consistent with the municipal Official Sewage Facilities Plan? If no, describe the inconsistencies _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
<input type="checkbox"/>	<input type="checkbox"/>	If yes, is the proposed waiver consistent with applicable ordinances? If no, describe the inconsistencies _____
17. Name, title and signature of planning agency staff member completing this section:		
Name: <u>Gregg Adams</u>		
Title: <u>Planner</u>		
Signature: <u></u>		
Date: <u>10/20/2021</u>		
Name of Municipal Planning Agency: <u>South Whitehall Township Community Development Dept</u>		
Address <u>4444 Walbert Avenue, Allentown, PA 18104</u>		
Telephone Number: <u>610-398-0401</u>		

**SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)**

This component does not limit municipal planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The planning agency must complete this component within 60 days.

This component and any additional comments are to be returned to the applicant.

**ITEM 9**

**COMPLETED COMPONENT 4B – COUNTY PLANNING  
AGENCY REVIEW**



GREG ZEBROWSKI  
Chair

STEVEN GLICKMAN  
Vice Chair

PAMELA PEARSON  
Treasurer

BECKY A. BRADLEY, AICP  
Executive Director

November 16, 2021

Ms. Angelika Forndran, PE  
Cowan Associates, Inc.  
120 Penn-Am Drive  
Quakertown, PA 18951

**Re: Act 537 Review - Sewage Facilities Planning Module  
Kratzer Elementary School Addition  
South Whitehall Township, Lehigh County  
DEP Code No. 2-39919176-3**

Dear Ms. Forndran:

The Lehigh Valley Planning Commission (LVPC) reviewed the above-referenced planning module according to the requirements of Act 537, the Pennsylvania Sewage Facilities Act. We offer the following comments.

This sewage facilities planning module is intended for a proposed 18,835 square foot building addition to the existing elementary school. The development is proposed to be served by public sewage disposal by connecting to the existing Township sewer system, with ultimate treatment at the City of Allentown wastewater treatment plant. This sewage facilities planning module exhibits consistency with *FutureLV: The Regional Plan*. According to FutureLV, the proposed development is located in an area designated for Development in the General Land Use Plan and aligns with the FutureLV action to 'promote development in areas with public sewer and water capacity' (under Policy 3.2).

Enclosed please find an executed Module Component 4b. Please call me if you have any questions regarding this review.

Sincerely,

Susan L. Rockwell  
Senior Environmental Planner

Enclosure

cc: Michael Elias, South Whitehall Township  
Dave Keppel, Director of School Services, Parkland School District  
Robert Corby, PA Department of Environmental Protection





**SEWAGE FACILITIES PLANNING MODULE  
COMPONENT 4B - COUNTY PLANNING AGENCY REVIEW**

**(or Planning Agency with Areawide Jurisdiction)**

**Note to Project Sponsor:** To expedite the review of your proposal, one copy of your completed planning package and one copy of this *Planning Agency Review Component* should be sent to the county planning agency or planning agency with areawide jurisdiction for their comments.

**SECTION A. PROJECT NAME** (See Section A of instructions)

Project Name

Kratzer Elementary School Addition

**SECTION B. REVIEW SCHEDULE** (See Section B of instructions)

1. Date plan received by county planning agency ---
2. Date plan received by planning agency with areawide jurisdiction October 27, 2021  
Agency name Lehigh Valley Planning Commission
3. Date review completed by agency November 16, 2021

**SECTION C. AGENCY REVIEW** (See Section C of instructions)

- | Yes                                 | No                                  |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 1. Is there a county or areawide comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101 <i>et seq.</i> )?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 2. Is this proposal consistent with the comprehensive plan for land use? <i>See attached MPC review letter dated 7/21/2021</i>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 3. Does this proposal meet the goals and objectives of the plan?<br>If no, describe goals and objectives that are not met ---  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 4. Is this proposal consistent with the use, development, and protection of water resources?<br>If no, describe inconsistency ---  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 5. Is this proposal consistent with the county or areawide comprehensive land use planning relative to Prime Agricultural Land Preservation?<br>If no, describe inconsistencies: --- |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 6. Does this project propose encroachments, obstructions, or dams that will affect wetlands?<br>If yes, describe impact ---  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | 7. Will any known historical or archeological resources be impacted by this project? <i>PlyMC determination</i><br>If yes, describe impacts ---                                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | 8. Will any known endangered or threatened species of plant or animal be impacted by the development project? <i>See PND I results</i><br>If yes, describe impacts ---               |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 9. Is there a county or areawide zoning ordinance?   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | 10. Does this proposal meet the zoning requirements of the ordinance? <i>N/A</i><br>If no, describe inconsistencies ---  |

**SECTION C. AGENCY REVIEW (continued)**

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	11. Have all applicable zoning approvals been obtained? <i>N/A</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	12. Is there a county or areawide subdivision and land development ordinance? <i>Not applicable to South Whitehall Township</i>
<input type="checkbox"/>	<input type="checkbox"/>	13. Does this proposal meet the requirements of the ordinance? <i>N/A</i> If no, describe which requirements are not met ---
<input type="checkbox"/>	<input type="checkbox"/>	14. Is this proposal consistent with the municipal Official Sewage Facilities Plan? <i>See municipal interpretation</i> If no, describe inconsistency ---
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe ---
<input type="checkbox"/>	<input type="checkbox"/>	16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision? <i>N/A</i>
<input type="checkbox"/>	<input type="checkbox"/>	If yes, is the proposed waiver consistent with applicable ordinances. If no, describe the inconsistencies ---
<input checked="" type="checkbox"/>	<input type="checkbox"/>	17. Does the county have a stormwater management plan as required by the Stormwater Management Act?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	If yes, will this project plan require the implementation of storm water management measures?
18. Name, Title and signature of person completing this section:		
Name: <u>Susan L. Rockwell</u>		
Title: <u>Senior Environmental Planner</u>		
Signature: <u><i>S. L. Rockwell</i></u>		
Date: <u>November 16, 2021</u>		
Name of County or Areawide Planning Agency: <u>Lehigh Valley Planning Commission</u>		
Address: <u>961 Marcon Blvd., Suite 310</u>		
Telephone Number: <u>610-264-4544</u>		

**SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)**

This component does not limit county planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The county planning agency must complete this component within 60 days.

This component and any additional comments are to be returned to the applicant.



July 21, 2021

Mr. David Manhardt, Director  
Community Development Department  
South Whitehall Township  
4444 Walbert Avenue  
Allentown, Pennsylvania 18104

**RE: Kratzer Elementary School Addition – Land Use of Regional Significance  
South Whitehall Township  
Lehigh County**

Dear Mr. Manhardt:

The Lehigh Valley Planning Commission (LVPC) considered the subject application at its virtual Comprehensive Planning Committee meeting, and will consider the subject application at its virtual Full Commission meeting, pursuant to the requirements of the Pennsylvania Municipalities Planning Code (MPC). Meeting details are below:

- LVPC Comprehensive Planning Committee Meeting
  - July 20, 2021 at 12:00 PM
  - <https://lvpc.org/meetings.html>
- LVPC Full Commission Meeting
  - July 22, 2021 at 7:00 PM
  - <https://lvpc.org/meetings.html>

The subject application is considered a Land Use of Regional Significance under *FutureLV: The Regional Plan* as an educational facility. The project proposes to construct a 18,589-square-foot addition, with playfield renovations and related improvements, to the existing Kratzer School located at 2200 Huckleberry Road (parcel number 54878607544).

This proposal exhibits consistency with *FutureLV: The Regional Plan* because it is located within a Development area of the General Land Use Plan and serves to 'enhance the long-term viability of assets' (of Policy 1.3). The LVPC commends the proposed expansion, which demonstrates a commitment to investment in the community and expands access to education (of Policy 4.1).

The LVPC offers the following additional comments:

**Multimodal Accessibility**

The LVPC commends the proposed sidewalks and walkways connecting the building addition to existing pathways, which improve walkability and 'create community spaces that promote physical and mental health (Policy 5.3). The inclusion of seating along the walkways also will 'support pedestrian-scale development (of Policy 1.2).

### **Environmentally Sensitive Building and Design**

The LVPC strongly encourages educational institutions to incorporate sustainable and environmentally sensitive building into facility design, such as rain gardens and rain barrels, sustainably sourced building materials, green roofs and solar panels. This would further academic endeavors related to these technologies, enhance the campus setting, demonstrate environmental leadership within the region, and 'reduce climate change impacts through mitigation and adaptation' (Policy 3.4).

It is recommended that the applicant refer to the LVPC Green Infrastructure Guidelines for site design practices and additional information, available on the LVPC website at <https://lvpc.org/pdf/2017/Green%20Infrastructure%20Guidelines.pdf>.

### **Stormwater**

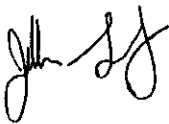
The project site is located within the Jordan Creek Watershed. This watershed has a fully implemented Act 167 Stormwater Management Ordinance. Comments relative to our review of the project's stormwater management plan are included as Attachment 1.

The LVPC has copied appropriate representatives from neighboring municipalities for this land use of regional significance to 'coordinate land use decisions across municipal boundaries' (Policy 1.4).

Municipalities, when considering subdivision/land developments, should reasonably attempt to be consistent with *FutureLV: The Regional Plan*, as required by the Pennsylvania Municipalities Planning Code (MPC) [Article 1§105, Article III§303, §304 & §306(a), Article VI§603(j)]. The LVPC review does not include an in-depth examination of plans relative to subdivision design standards or ordinance requirements since these items are covered in the municipal review.

If this proposal moves forward for approval, please call or email myself or another Community Planning staff person for information on how to obtain LVPC signatures on the final plans.

Sincerely,



Jillian Seitz  
Senior Community Planner

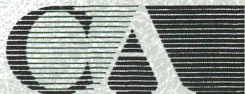
cc: Renee C. Bickel, SPHR, South Whitehall Township Manager; Gregg Adams, South Whitehall Township Planner; Scott Pidcock, PE, South Whitehall Township Engineer; Anthony Tallarida, PE, South Whitehall Township Engineer; David Keppel, Parkland School District Director School Services; Scott Peter McMackin, PE, Cowan Associates, Inc.; Irene Woodward, Allentown Director of Planning & Zoning; Thomas Beil, Lower Macungie Township Planning Commission Chair; Lee A. Rackus, Whitehall Township Planning, Zoning & Development Bureau Chief; Brian Horwith, North Whitehall Planning Commission Chair; Charles Deprill, Upper Macungie Planning Commission Chair; Molly Wood, LANTA Planner/Land Use Specialist; Garrett Cook, Lehigh County Conservation District Engineer; Geoffrey Reese, LVPC Director of Environmental Planning

**ITEM 10**

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*Robert W. Wynn*



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**COWAN ASSOCIATES, INC. / ENGINEERS, DESIGNERS, SURVEYORS**

Commonwealth of PA, DEP

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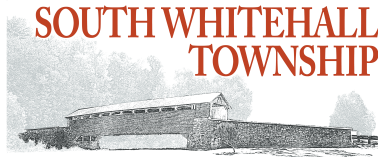
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Trans #	Invoice	Type	Date	Reference	Balance	Discount	Pay Amount
21052	11162021	Invoice	11/16/2021	SEW PM DEP CODE #2-39919176-3	\$200.00	\$0.00	\$200.00

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**Agenda Item Details**

Meeting	Dec 01, 2021 - Board of Commissioners Meeting - 7:00 PM
Category	8. CORRESPONDENCE AND INFORMATION ITEMS
Subject	A. Boards and Commissions - Informational Items
Access	Public
Type	Information

**Public Content**

**UPCOMING MEETINGS: Details posted on website.**

- Monday, December 6th - Public Safety Commission Meeting, 7P
- Wednesday, December 8th - Civil Service Commission, 1P
- Wednesday, December 8th - BOC Workshop, 6P - TENTATIVE
- Thursday, December 9th - Emergency Management Services Meeting, 7P

**UPCOMING EVENTS: Details posted on website.**

Saturday, December 4th - New Candy Cane Hunt at 4-5P; followed by Tree and Bridge Lighting Event at 5:30-7P

**CURRENT VACANCIES ON BOARDS/COMMISSIONS:**

1. Civil Service Commission - 1 vacancy (alternate position)
2. Landscape Shade Tree Commission - 2 vacancies
3. Park & Recreation Board - 1 vacancy
4. Zoning Hearing Board - 1 vacancy (alternate position)

**Administrative Content**

**Executive Content**





**SOUTH WHITEHALL TOWNSHIP  
PUBLIC NOTICE**

Notice is hereby given that the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania, (the "Township") is making available for public inspection the Township's proposed budget for the 2022 calendar year. The real estate tax rate for 2022 remains the same at 2.84975 mills and the fire tax also remains the same at 0.47 mills. The proposed budget is available for inspection on the website or in the office of the Township's Finance Department, located in the Township Municipal Building, 4444 Walbert Avenue, Allentown, PA, 18104, on any regular business day between the hours of 8:00 a.m. and 4:00 p.m. prevailing time.

The date set for the adoption of the budget is Wednesday, December 15, 2021, which is not less than twenty (20) days from the date of this Notice.

This Notice is given in accordance with requirements of and in compliance with the First Class Township Code 53 P.S. §56701(b), as amended.

**SCOTT BOEHRET, CPA**  
Director of Finance





## BOARD OF COMMISSIONERS

**PUBLIC MEETING**

**AGENDA-MINUTES**

**November 17, 2021**

**1. CALL TO ORDER: 7:00 p.m.**

Roll Call taken as follows:

Commissioner Wolk: HERE  
Commissioner Long: HERE  
Commissioner Setton: HERE  
Commissioner Kelly: HERE  
Commissioner Morgan: HERE

**Attendees:**

Commissioner Christina (Tori) Morgan, President  
Commissioner Diane Kelly, Vice President  
Commissioner Michael Wolk, Assist. Secretary  
Commissioner Joe Setton  
Commissioner Ben Long  
Joseph Zator, Twp. Solicitor, Zator Law  
Anthony Tallarida, Twp. Engineer, The Pidcock Company

Randy Cope, Interim Township Manager/Dir. of Twp. Operations  
Herb Bender, PW Manager  
Mike Elias, PW Utility & MS4 Coordinator  
Mike Kukitz, Parks & Rec Manager  
Scott Boehret, Finance Manager  
Chief Glen Dorney, SWT Police Department  
Dave Manhardt, Director of Community Development  
Tracy Fehnel, Exec. Assistant

**2. PLEDGE OF ALLEGIANCE**

**3. NOTIFICATION: All Public sessions of the South Whitehall Township Board of Commissioners are electronically recorded, filed, and posted on BoardDocs for the Public's access.**

**\*(boarddocs.com; USERNAME: swhitehall; PASSWORD: swtpublic)**

President Morgan advised that the Board did meeting in executive session prior to this evening's meeting to discuss legal, personnel, and land acquisition matters.

**4. PRESENTATIONS:**

- a. **First Reading of the Proposed 2022 Budget - Scott Boehret, Director of Finance** (*This is attached to the minutes.*)
- b. **Community Garden Presentation re-Safety & Operations Plan - Frank Petrocelli, GAC Chairman (31:22)**

President Morgan explained that the Community Garden Project had been approved with some contingencies—they would come back with a Safety & Operations Plan. Mr. Petrocelli was in attendance to present Safety & Operations Plan on behalf of the GAC.

Mr. Petrocelli explained that at the October 20<sup>th</sup> BOC Meeting he was here on behalf of the GAC, and received a conditional approval for the Community Garden Pilot Project to be located on the SWT Campus. Condition was that they develop an Operations-Safety Plan. Frank, along with the GAC, have worked with SWT Staff to do this; he is here this evening in the hopes that the Conditional Approval will be made a Final Approval in order that they can move forward with the Community Garden Pilot Project.

\*Add-On to Motion with regard to Safety - Commissioner Wolk would like it written in the Safety & Operations Plan that ultimately the Township Manager is the #1 person accountable to ensure the safety of the garden. Randy Cope confirmed he would be happy to do this. Also, it should be written in the Plan who the “designated Safety Officer” is—someone who is looking out for whatever is going on in the garden. Debbie Jacks, Exec. Director of the PCL, will make sure someone is in this role as Safety Officer. The Safety Officer will be the one who is watching out that everything is being done safely, and everything is being done in accordance with the Plan.

A MOTION was made by Commissioner Morgan, which was seconded by Commissioner Setton, to move forward with the Final Approval, which includes the Safety & Operations Plan as presented this evening, along with the inclusion of Commissioner Wolk’s modifications to be noted in Plan, as explained above, so that the GAC can move forward with the Community Garden Pilot Project.

Roll Call vote as follows:

Commissioner Wolk:	AYE ( <i>*Approved with comments as noted above</i> )
Commissioner Long:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	NO
Commissioner Morgan:	AYE

Motion carries.

Commissioner Kelly voted “NO” because she would like to see this Project proceed somewhere outside the yard waste center due to safety concerns of the volunteers going in and out in an area that is shared with other vehicles, which are going in/out to drop off their yard waste.

5. **ORDINANCES:** None.

6. **RESOLUTIONS:**

a. **A Resolution Amending Resolution 2021-39 Granting Preliminary/ Final Approval To A Major Plan Entitled “Skilled Nursing Addition For Cedarbrook Senior Care And Rehab” And Granting An Additional Waiver Pursuant To SALDO Sections 312-13(f)(3) And 312-43**

Dave Manhardt, Director, Community Development Department, explained that this is a resolution related to the Cedarbrook Nursing Home facility. They are seeking a waiver from the SALDO requiring a recorded plan prior to the issuance of permits.

Applicant can go over what remains for approvals, particularly outside agency approvals—PennDOT, Conservation District, PA DEP, and what the status of those are prior to issuing permits and then beginning work. Also, with regard to security, and insurance, making sure that all this is in place, which is usually part of the final approval of the plan, just to make

sure that all bases are covered. If the Board is OK with all this, then Staff has no opposition to approval of this resolution.

Attorney David Backenstoe, who is the Assistant Solicitor for the County of Lehigh, was in attendance, on behalf of applicant—Cedarbrook Senior Care and Rehab, as well as Rick Molchany, Director of General Services for Lehigh County, who is heading up this project.

On September 15, 2021, the BOC granted conditional approval for this project, and since then staff has been working diligently to meet all conditions so that they can get final approval. Lead Engineer, Adam Whalen, PE, has been working with the Township Engineer, as well as Director, Gary Warren, to meet all the conditions—currently, with almost all now met. Rick Molchany is really excited to get some shovels in the dirt as soon as possible—doing earth moving activity. He understands they can't go vertical until we have a full, approved, recorded plan. Will need a full land development plan, maintenance plan, and any other easements being worked on with the Township Solicitor. Cost estimates should be in place shortly. Township will be ready to place a full bond—have all the insurance certificates in place. What they would like to do in order to maximize their monies and funds and try to get this project moving along is to start to move earth—soil and erosion, do some basin construction/stabilization, put some utilities in, do some excavation, and maybe prepare the earth to put the parking lot in, so that when we have all the final approvals, and the plan is recorded, we can jump in and get ready to go. The Township would not be at risk in any aspect. Township Solicitor has prepared a Pre-security Construction Agreement, which completely protects the Township from any liability—the County would indemnify and defend the Township from any liability. However, in order to proceed, they would need a waiver pursuant to SALDO Sections 312-13(f)(3) and 312-43. Any work being done is done under the auspices of the Township Engineer.

Township Solicitor Joe Zator agreed with what Attorney Backenstoe explained above. He said all this is routine and does not have any concerns at this time.

A MOTION was made by Commissioner Morgan, which was seconded by Commissioner Kelly, approving above-mentioned Resolution granting approval of additional waiver pursuant to SALDO Sections 312-13(f)(3) and 312-43.

Roll Call vote as follows:

Commissioner Wolk:	AYE
Commissioner Long:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE
Motion carries.	

- b. A Resolution Extending A Conditional Offer Of Employment For Entry-Level Position Of Patrol Officer In The Township's Police Department To Applicants: #67845 and #25439 Conditioned Upon The Individuals Satisfactorily Completing The Background Investigation, Polygraph Examination, Medical Examination, And Psychological Examination To Confirm Their Fitness For Duty**

Chief Glen Dorney explained that he is before the board this evening requesting permission to extend conditional offer of employment to Applicants #67845 and #25439. This is just part of the process in order to start background investigations. We’ve been before the Board many times this year with this same request—we are just working through the list to get viable candidates prior to them getting employment from someone else—to date we have not been successful in hiring anyone, and these are the next two in line on the list. Here this evening requesting permission to move forward with the process.

A MOTION was made by Commissioner Wolk, which was seconded by Commissioner Kelly, approving Resolution extending a conditional offer of employment for entry-level position of patrol officer to Applicants #67845 and #25439.

Roll Call vote as follows:

Commissioner Wolk:	AYE
Commissioner Long:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE

Motion carries.

**c. A Resolution Approving Sewer Planning Module for Ridge Farms - Phase 1**

Mike Elias, PW Utility & MS4 Coordinator, explained that this is for Ridge Farms, Phase 1, and this is a sewer planning module, which is a request for approval of a sewer allocation for a particular project. The document is reviewed by LCA, LVPC, SWT, and then ultimately final approval by PA DEP. Ridge Farms is respectfully requesting the approval of a resolution for Phase 1 of their Sewer Planning Module. This portion of the development includes 468 TND units, 14 residential units and 72,000 SQF of non-residential use. The total amount of flow requested for this phase is 119,906 GPD or 538 EDUs. The remaining amount of required allocation that will be requested in Phase 2 of this project and is the 87,024 GPD or 390 EDUs.

The reason this allocation was split up was because the scope of this project is larger than normal. A portion of the project we cannot currently serve with water due to elevation. In that project, Ridge Farms has agreed to provide a pump station to the Township. That being said, Mike said we felt that until that is all finalized, why would we want to tie up 200,000 plus gallons of allocation to that entire tract. We asked Ridge Farms if they would be willing to split that allocation over what we can currently serve (119,906 GPD), and hold off for the remainder (87,024 GPD). Reason being, if something would happen and this project would not move forward past Phase 1, that allocation stays with that piece of land.

A MOTION was made by Commissioner Kelly, which was seconded by Commissioner Morgan, approving resolution approving sewer planning module for Ridge Farms, Phase 1, as explained above by Mr. Elias.

Roll Call vote as follows:

Commissioner Wolk:	AYE
Commissioner Long:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE

Motion carries.

- d. A Resolution Of The Board Of Commissioners Of South Whitehall Township, Lehigh County, Pennsylvania Approving The Township’s Acquisition Of Land Consisting Of Approximately 26.87 Acres Located At 1036 Springhouse Road For Nominal Consideration, Authorizing The Execution And Delivery Of An Agreement Of Sale And Purchase, And Authorizing And Directing All Other Necessary And Appropriate Action To Accomplish The Acquisition, Including Execution And Delivery Of Requisite Documents In Connection With Settlement And The Payment Of Any Sums That May Be Required Therefor.**

Attorney John Krisa was in attendance and explained that this is for the approval of entering into the Agreement of Sale for 26.87 acres located at 1036 Springhouse Road for a nominal consideration of \$1.00; We are here this evening asking for your approval.

A MOTION was made by Commissioner Morgan, which was seconded by Commissioner Kelly, to move forward with the acquisition of the 26.87 acres located at 1036 Springhouse Road, for the amount of \$1.00. President Morgan, on behalf of the Board, added that this is a huge donation that the Township will forever be thankful for.

Roll Call vote as follows:

Commissioner Wolk:	AYE
Commissioner Long:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE

Motion carries.

**7. MOTIONS**

- a. Motion Requesting Permission to Award Bid for the Update to the Current Comprehensive Parks, Recreation and Open Space Plan**

Mike Kukitz, Parks & Recreation Manager, explained that we have been going through the RFP Process in order to bring on a consultant to perform our PROT Plan, which will be completed next year. Steering Committee looked at the five responses, which was narrowed down to three, and brought in for interviews. We are recommending that the Board approve Barry Isett & Associates in the amount of \$49,985 to prepare the Park, Recreation, Open Space & Trails (PROT) Plan. \$50,000 has been budgeted.

A MOTION was made by Commissioner Kelly, which was seconded by Commissioner Wolk, granting permission to award bid for the update to the current Comprehensive Parks, Recreation and Open Space Plan Project to Barry Isett & Associates.

Roll Call vote as follows:

Commissioner Wolk:	AYE
Commissioner Long:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE

Motion carried.



**b. Motion Requesting Permission to Award Bid for the Flood Mitigation Planning Study for Covered Bridge Park**

Mike Kukitz, Parks & Recreation Manager, explained that the Township received six bids—three of which are called non-bids. We did have three official responses to the Bid. The lowest, responsible bid was Gilmore & Associates, in the amount of \$32,400 to complete the base bid (approximately 1,770 feet). If the Board wishes, Gilmore also quoted a price of \$74,600 to complete the bid alternate work, looking at the entirety of the Jordan Creek through CBP (approximately 10,000 feet). Due to the nature of the responses received, staff feels there is a needed conversation amongst the Board to determine the next steps with regards to the Flood Mitigation Study. Staff was divided in the awarding of this bid. The other two bids were over bid. Gilmore is the only one that came in on target.

A MOTION was made by Commissioner Kelly, which was seconded by Commissioner Wolk, to TABLE this item, and have a Workshop Session on Wednesday, December 8<sup>th</sup>, 6P, to discuss this particular subject.

Roll Call vote as follows:

Commissioner Wolk:	AYE
Commissioner Long:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE

Motion carried.

**8. CORRESPONDENCE AND INFORMATION ITEMS:**

**a. Boards and Commissions – Informational Items (review of upcoming meeting dates.)**

**Green Advisory Council** - did meet on Monday, November 15<sup>th</sup>. Went over current initiatives. Clean-up Program to be done in conjunction with Whitehall Twp.

**UPCOMING MEETINGS: Details posted on website.**

Thursday, November 18th - Planning Commission Meeting, 7:30P  
Monday, November 22nd - Landscape, Shade Tree Commission, 10A  
Monday, November 22nd - Zoning Hearing Board, 7P

**UPCOMING EVENTS: Details posted on website.**

Thursday & Friday, November 25th & 26th - Thanksgiving Holiday - OFFICES CLOSED

**CURRENT VACANCIES ON BOARDS/COMMISSIONS:**

1. Civil Service Commission - 1 vacancy, alternate position
2. Landscape Shade Tree Commission - 2 vacancies
3. Parks & Recreation Board – 1 vacancy
4. Zoning Hearing Board – 1 vacancy, alternate position

**9. DIRECTION/DISCUSSION ITEMS: None.**

**10. OLD BUSINESS:**

**a. Wehr's Dam – Status:**

Randy Cope, Interim Township Manager – Still have not heard back on grant application. Should hear back on that any day though. Did reach out to engineering, Michael Baker International, and our E&S (erosion and sediment control) Permit has been resubmitted to LCCD which addressed their technical review comments-typical review time is approximately 60 days. Once final permit received, we can start preparing our bid documents for that project.

**11. DEPARTMENT REPORTS:**

**a. Executive Department – Randy Cope, Interim Township Manager**

Budget sessions – Randy thanked the Board and Staff for all their hard work in the multiple sessions held.

Yard Waste Site – We are currently in the middle of leaf collection season, so opening another day during the week is not possible; however, once over, Herb Bender, PW Manager, and I are going to see if we can allocate another day during the week to open the yard waste Site. Did talk to attendant at site to make sure we open some of the gates for the larger dumpsters so residents don't have to lift their yard waste up into the dumpsters. Also, getting a few additional cardboard dumpsters.

**b. Community Development Department – Dave Manhardt, Director**

Comprehensive Plan – Workshops scheduled for Tuesdays, after the first Wednesday of the month.

Sidewalk Deferrals – In the area around Tilghman Square area (George Kinney had started work on this, then pandemic hit.) Also, an area along Crackersport Road which PC recommended we call in.

Planning Commission – Meeting tomorrow. ZHB – Scheduled for Monday, November 22<sup>nd</sup>. Landscape Shade Tree Commission meeting Monday, November 22<sup>nd</sup>. Currently two vacancies on the LSTC.

Permits – decrease in 11 permits for residential side and increase in the non-residential side. PW permits 41 total.

Enforcement – High grass/weeds and noise continue to be top two complaints for investigation.

**c. Finance Department – Scott Boehret, Director**

Budget – working on this mostly for the past few months.

Assistant Director of FN – Will be coming on Board December, which will bring a heightened operational efficiency, increased morale, and will allow us to better work with our FN Committee, our third-party accounting firm, and our Auditor to remediate audit efficiencies and pursue improvements in 2022.

**d. Parks & Recreation Department – Mike Kukitz, Manager**

Kohler Ridge Walk-Through – This was a successful event. Project went on all through this year with much public input. Soon to be wrapped up. Final public (virtual) meeting Tuesday, November 30<sup>th</sup>, 6P.

DEP Permit recently received – for the Jordan Creek Greenway Trail construction through CBP, which coincided with us applying for a TASA Grant (a PennDOT Transportation Alternatives Set-Aside Grant), a non-matching grant, no cost to the Township. If successful, could fund the entire construction of trail through CBP. Size of grant \$989,200.

Jordan Creek Greenway – Still working with school district to secure final easement needed there to connect us up to Cedar Crest Blvd. We hope to have this in our hands soon.

December 4<sup>th</sup> – Annual Community Tree & Bridge Lighting and Candy Cane Hunt Events

Spring/Summer 2022 Planning - has already begun; getting things down on paper for next year's plans.

**e. Public Works Department – Herb Bender, Manager**

Water & Sewer – Currently going through Emergency Action Plan to get updated by EOY for PA DEP. (Done every 5 years.) Working out test sites for the 2022 lead and copper—sending out letters making sure residents still want to take the sample at their address; if not, we still have to supplement w/different address. Routine water station maintenance going on. Sewer—jetting all the problem areas prone to backups. USG—probably wrap up by end of next week w/all cast/replace repairs we had for this year.

Garage – Routine maintenance for entire fleet; servicing all the winter operation equipment in preparation for snow season. Although still doing leaves, 5 trucks ready for a snow event if needed.

Streets – A lot of leaf collecting still going on. Will be out there on Saturday so that residents have parking during Thanksgiving holiday. Inlets—being inspected in preparation of next paving season 2022. Usually average 40-50 repairs.

Parks – Mulching leaves; Putting final touches on the tree and bridge lighting, temporary electric to be installed in park tomorrow. More lights were added this year.

**f. Police Department – Chief Glen Dorney**

Stats for October 2021 – Reports 1,079 & YTD Reports 11,677; UCRs 64 & YTD UCRs 687; Arrests 29 & YTD Arrests 342.

LC Chiefs of Police Consortium – Will be testing December 18<sup>th</sup>. Anyone interested in becoming a police officer in LC, the test is being offered at [lehighcountypolicetest.com](http://lehighcountypolicetest.com). Application deadline closed 12N, December 10<sup>th</sup>.

Citizens Police Academy Graduation, December 9<sup>th</sup>. –Invite sent to current BOC & commissioners-elect. To be held here at Township in Public Meeting Room. This was a very successful event, and is our first graduating class for this event.

Officers – Continue to be out there/working hard in SWT. Deep into the “no-shave November” event to raise money to be donated back into our community—one will be Parkland Cares Food Bank.

**g. Township Engineer – Tony Tallarida, The Pidcock Co.**

Planning Commission – three plans on the agenda for tomorrow’s meeting.

Construction – people winterizing job sites right now. Construction winding down. This time of year is when we work with Staff and PW to update things like standard construction details, things that need to be tweaked based on past year regarding construction process, SALDO etc. during winter months.

**12. MINUTES:**

**a. October 18, 2021 – Special BOC Meeting Minutes (re-Amount Set for Bond Issuance)**

A MOTION was made by Commissioner Morgan, which was seconded by Commissioner Kelly, to approve the October 18, 2021, Special BOC Meeting Minutes as presented.

Roll Call vote as follows:

Commissioner Wolk:	AYE
Commissioner Long:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE

Motion carried.

**b. October 20, 2021 – BOC Meeting Minutes (Previously TABLED.)**

A MOTION was made by Commissioner Morgan, which was seconded by Commissioner Kelly, to approve the October 20, 2021, BOC Meeting Minutes with amendments as explained by Commissioner Wolk.

Roll Call vote as follows:

Commissioner Wolk:	AYE
Commissioner Long:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE

Motion carried.

**c. November 3, 2021 – BOC Meeting Minutes**

A MOTION was made by Commissioner Morgan, which was seconded by Commissioner Setton, to approve the November 3, 2021, BOC Meeting Minutes as presented.

Roll Call vote as follows:

Commissioner Wolk:	AYE
Commissioner Long:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE

Motion carried.

**d. November 11, 2021 Premier Center Luxury Apartments Conditional Use Hearing – VOTE TAKEN**

A MOTION was made by Commissioner Kelly, which was seconded by Commissioner Wolk, to approve the November 11, 2021, Premier Center Luxury Apartments Conditional Use Hearing VOTE TAKEN Meeting Minutes as presented.

Roll Call vote as follows:

Commissioner Wolk:	AYE
Commissioner Long:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE

Motion carried.

13. **COURTESY OF THE FLOOR:** None.

14. **PAYMENT OF INVOICES:**

a. **Invoices and Purchasing Requisitions have been reviewed by the Interim Township Manager and the Director of Finance, who authorize that checks be issued to pay bills as tabulated.**

A MOTION was made by Commissioner Kelly, and seconded by Commissioner Setton, to approve the payment of all invoices. All in favor; none opposed.

Roll Call Vote as follows:

Commissioner Wolk:	AYE
Commissioner Long:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE

Motion carried.

15. **EXECUTIVE SESSION:** None.

16. **ADJOURNMENT:** At 8:57P, a MOTION was made by Commissioner Kelly, which was seconded by Commissioner Setton, to adjourn. All in favor; none opposed.

17. **APPROVED:**