

Wednesday, March 2, 2022
Board of Commissioners

AMENDED AGENDA

Public Meeting Room, 7:00 p.m.
South Whitehall Township Building
4444 Walbert Avenue
Allentown, PA 18104

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ANNOUNCEMENTS

A. All public sessions of the South Whitehall Township Board of Commissioners are electronically recorded, filed, and posted to the website for Public access.

B. Public/Virtual Meeting Rules

C. Board of Commissioners Met in Executive Session on the following date(s) to discuss Legal and Personnel Matters:
 March 2nd, prior to BOC Meeting.

4. COURTESY OF THE FLOOR - Public Comment on Non-Agenda Items

5. MINUTES

6. ORDINANCES

7. RESOLUTIONS

A. A Resolution of the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania Approving the Memorandum of Understanding Subdivision Maintenance Agreement

B. A Resolution of the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania Approving the Improvements Agreement Relating to the Memorandum of Understanding Subdivision Maintenance Agreement of Jaindl Land Company, Kay Walbert, LLC, and South Whitehall Township

C. A Resolution Adopting a Telecommunications Policy for Public Meetings of the Board of Commissioners

D. A Resolution authorizing South Whitehall Township, Lehigh County, to request a Statewide Local Share Assessment Grant from the Commonwealth Financing Authority to be used for a Public Works Tiger Mower

E. A Resolution authorizing South Whitehall Township, Lehigh County, to request a Statewide Local Share Assessment Grant from the Commonwealth Financing Authority to be used for a Public Works Subsurface Correlator

8. MOTIONS

A. Motion Requesting Permission to Proceed with the Roof Replacement on the Township Building at 2503 Wehr Mill Road

B. AMENDMENT TO AGENDA - Motion Requesting Permission to Amend this Evening's Agenda, in order to add a Police Disciplinary Matter to the Agenda

C. AMENDMENT TO AGENDA - Motion Requesting Permission to Authorize Interim Township Manager, Randy Cope, to Sign an Agreement between South Whitehall Township and the Police Service of South Whitehall Township, and Badge #150, as reviewed at an Executive Session on March 2, 2022.

9. CORRESPONDENCE AND INFORMATION ITEMS

A. Boards and Commissions - Informational Items/Vacancies

10. DIRECTION/DISCUSSION ITEMS

11. OLD BUSINESS

A. Wehr's Dam

B. Comprehensive Plan Update

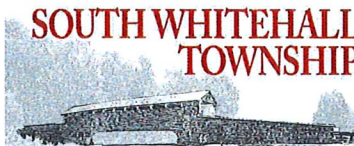
12. COURTESY OF THE FLOOR - Public Comment on Non-Agenda Items

13. MOTION TO AUTHORIZE PAYMENT OF INVOICES & DISBURSEMENTS

A. Invoices and Disbursements

14. EXECUTIVE SESSION

15. ADJOURNMENT



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E. Copy of A Resolution authorizing South Whitehall Township, Lehigh County, to request a Statewide Local Share Assessment Grant from the Commonwealth Financing Authority to be used for a Public Works Subsurface Correlator

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AMENDED - See Revised Agenda

B. Comprehensive Plan Update

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13. MOTION TO AUTHORIZE PAYMENT OF INVOICES & DISBURSEMENTS

A. Invoices and Disbursements

14. EXECUTIVE SESSION

15. ADJOURNMENT

AMENDED - See Revised Agenda

**SOUTH WHITEHALL TOWNSHIP
LEHIGH COUNTY, PENNSYLVANIA**

RESOLUTION NO. _____

(Duly Adopted March _____, 2022)

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH
WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA
APPROVING THE MEMORANDUM OF UNDERSTANDING
SUBDIVISION MAINTENANCE AGREEMENT.**

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, Jaindl Land Company (“JLC”) is the owner of certain building lots situated in the Township located within Phase IV of JLC's Hills at Winchester subdivision plan (“JLC Project”), as depicted on the Overall Subdivision Record Plan, prepared by Lehigh Engineering Associates, Inc., dated September 18, 2014 and most recently revised on August 21, 2017 (“JLC Plan”); and

WHEREAS, In connection with the JLC Project, JLC and Township entered into a Subdivision Maintenance Agreement (The Hills at Winchester - Phase IV, Phase VI and a Portion of Phase I), dated September 1, 2017 and recorded in the Lehigh County Clerk of Judicial Records, Recorder of Deeds Division at Instrument Number 2017027020 (“Maintenance Agreement”); and

WHEREAS, the Maintenance Agreement obligates JLC to maintain certain Required Subdivision Improvements installed by JLC pursuant to a Subdivision Improvements Agreement between JLC and Township; and

WHEREAS, the Required Subdivision Improvements include, but are not limited to, an extension of Penn's Crossing and water, sanitary sewer and storm sewer lines, and appurtenant facilities; and

WHEREAS, as of the date hereof, the Township has inspected and approved of the initial construction and installation of the Required Subdivision Improvements by JLC within the Penn's Crossing extension, and JLC's ongoing maintenance obligations are as outlined in the Maintenance Agreement; and

WHEREAS, JLC dedicated to Township right-of-way for Penn's Crossing by Deed of Dedication (Penn's Crossing) dated August 24, 2017 and recorded in the Lehigh County Clerk of Judicial Records, Recorder of Deeds Division at Instrument Number 2017026988; and

WHEREAS, Kay Walbert, LLC ("Kay") is the owner of various parcels of real property located in the Township, totaling approximately 190 acres, generally in the vicinity of the intersection of Cedar Crest Boulevard and Walbert Avenue (collectively, the "Kay Property"); and

WHEREAS, Kay has proposed to develop the Kay Property with a mixed-use development as reflected on plans for the Ridge Farms subdivision and land development (the "Kay Project") and, in connection with the Kay Project, Kay must provide for adequate water service; and

WHEREAS, Kay has proposed to install a 16" water line and appurtenant facilities ("Water Improvements") across JLC's Lot 231 as shown on the JLC Plan and through the portion of Penn's Crossing that is a Required Subdivision Improvement in Phase IV of the JLC's Project, which water line and appurtenant facilities are shown on a plan prepared by Lehigh Engineering Associates, Inc., entitled "Proposed 16" Watermain Along Penn's Crossing In The Hills At Winchester By Kay Walbert, LLC", dated April 6, 2021, last revised December 15, 2021 ("Water Improvements Plan"); and

WHEREAS, JLC and Township are willing to permit Kay to install the Water Improvements in that portion of Penn's Crossing shown on Water Improvements Plan, provided that Kay be responsible for any impact or damage to the Required Subdivision Improvements relating to Kay's installation of the Water Improvements; and

WHEREAS, JLC, Township, and Kay have prepared a memorandum of understanding ("MOU"), attached as **Exhibit "A"**, which sets forth the terms upon which JLC and Township will permit Kay to install the Water Improvements in that portion of Penn's Crossing shown on Water Improvements Plan; and

WHEREAS, Township now wishes to approve and authorize execution of the MOU.

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

SECTION 1. The Board of Commissioners hereby approves the MOU attached hereto as **Exhibit "A"**, and made a part hereof.

SECTION 2. The Board of Commissioners hereby designates, authorizes and directs the President and Interim Township Manager to execute and deliver the attached MOU and further authorizes and directs the taking of all other necessary and appropriate actions to accomplish the execution of the same.

DULY ADOPTED, on this _____ day of March, 2022, 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**

Diane Kelly, President

ATTEST:

Scott Boehret, Twp. Secretary

PREPARED BY and RETURN TO:
Fitzpatrick Lentz & Bubba, P.C.
Two City Center
645 W. Hamilton Street, Suite 800
Allentown, PA 18101
610.797.9000

No PIN Required

MEMORANDUM OF UNDERSTANDING
SUBDIVISION MAINTENANCE AGREEMENT
THE HILLS AT WINCHESTER

THIS MEMORANDUM OF UNDERSTANDING – SUBDIVISION MAINTENANCE AGREEMENT – THE HILLS AT WINCHESTER (“MOU”) is made and entered into this ___ day of _____, 2022 by and between **JAINDL LAND COMPANY**, a Pennsylvania corporation having an address of 3150 Coffeetown Road, Orefield, Pennsylvania 18069 (“JLC”), **KAY WALBERT, LLC**, a Pennsylvania limited liability company having an address of 5930 Hamilton Boulevard, Suite 10, Allentown, Pennsylvania 18106 (“Kay”) and the **TOWNSHIP OF SOUTH WHITEHALL**, a municipal corporation and township of the First Class, having an address of 4444 Walbert Avenue, Allentown, Pennsylvania 18104 (“Township”).

BACKGROUND

A. JLC is the owner of certain building lots situated in the Township located within Phase IV of JLC’s Hills at Winchester subdivision plan (“JLC Project”), as depicted on the Overall Subdivision Record Plan, prepared by Lehigh Engineering Associates, Inc., dated September 18, 2014 and most recently revised on August 21, 2017 (“JLC Plan”).

B. In connection with the JLC Project, JLC and Township entered into a Subdivision Maintenance Agreement (The Hills at Winchester – Phase IV, Phase VI and a Portion of Phase I), dated September 1, 2017 and recorded in the Lehigh County Clerk of Judicial Records, Recorder of Deeds Division at Instrument Number 2017027020 (“Maintenance Agreement”). As provided in the Maintenance Agreement, JLC is obligated to maintain certain Required Subdivision Improvements installed by JLC pursuant to a Subdivision Improvements Agreement between JLC and Township. The Required Subdivision Improvements include, but are not limited to, an extension of Penn’s Crossing and water, sanitary sewer and storm sewer lines, and appurtenant facilities. As of the date hereof, the Township has inspected and approved of the initial construction and installation of the Required Subdivision Improvements by JLC within the Penn’s Crossing extension, and JLC’s ongoing maintenance obligations are as outlined in the Maintenance Agreement.

C. JLC dedicated to Township right-of-way for Penn’s Crossing by Deed of Dedication (Penn’s Crossing) dated August 24, 2017 and recorded in the Lehigh County Clerk of Judicial Records, Recorder of Deeds Division at Instrument Number 2017026988.

D. Kay is the owner of various parcels of real property located in South Whitehall Township, totaling approximately 190 acres, generally in the vicinity of the intersection of Cedar Crest Boulevard and Walbert Avenue (collectively, the lands owned by Grantee as of the date of this MOU are referred to as the "Kay Property"). Kay has proposed to develop the Kay Property with a mixed-use development as reflected on plans for the Ridge Farms subdivision and land development (the "Kay Project") and, in connection with the Kay Project, Kay must provide for adequate water service.

E. Kay has proposed to install a 16" water line and appurtenant facilities across JLC's Lot 231 as shown on the JLC Plan and through the portion of Penn's Crossing that is a Required Subdivision Improvement in Phase IV of the JLC's Project, which water line and appurtenant facilities are shown on a plan prepared by Lehigh Engineering Associates, Inc., entitled "Proposed 16" Watermain Along Penn's Crossing In The Hills At Winchester By Kay Walbert, LLC", dated April 6, 2021, last revised December 15, 2021, attached hereto as Exhibit "A" ("Water Improvements"). JLC and Township are willing to permit Kay to install the Water Improvements in that portion of Penn's Crossing shown on Exhibit "A," provided that Kay be responsible for any impact or damage to the Required Subdivision Improvements relating to Kay's installation of the Water Improvements, as set forth in the MOU.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, including the covenants hereinafter contained, and each intending to be legally bound hereby, for themselves and their respective successors and assigns, do agree as follows.

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein as a material part hereof.

2. Construction of Water Improvements. Subject to the terms of this MOU, JLC and Township agree to allow Kay to install the Water Improvements within Penn's Crossing. Kay shall bear the cost of any activities undertaken pursuant to this MOU. All construction, installation, repair, and/or maintenance of the Water Improvements performed or to be performed hereunder by Kay shall be performed in a good and workmanlike manner, free from faults and defects pursuant to sound engineering practices, and in compliance with all permits and approvals required of it prior to installation of the Water Improvements, including but not limited to governmental statutes, regulations and ordinances, including but not limited to those of the Pennsylvania Department of Environmental Protection, the Lehigh County Conservation District and Township. Kay shall enter into an improvements agreement to more fully outline Kay's obligations relative to construction of, and posting security for, the Water Improvements vis-à-vis the Township.

3. Maintenance Obligations. Kay shall be responsible for repairing, modifying or replacing any of the Required Subdivision Improvements impacted or damaged by Kay's activities in construction, installation, repair, and/or maintenance of the Water Improvements. Kay agrees to assume all obligations of JLC, as Developer, included in the Maintenance Agreement for any Required Subdivision Improvement that is impacted or damaged by Kay's activities, including future maintenance of such Required Subdivision Improvement following repair. For this purpose, the terms of the Maintenance Agreement are expressly incorporated herein by reference. Township agrees to

look solely to Kay for performance of any of JLC's obligations under the Maintenance Agreement for any Required Subdivision Improvement that is impacted or damaged by Kay's activities, including future maintenance of such Required Subdivision Improvement following Kay's repair. Township agrees that JLC's maintenance obligations will not be extended by any remedial activity required of Kay pursuant to this MOU, and JLC's maintenance security shall be released by Township upon expiration of the maintenance period contemplated by the Maintenance Agreement, absent any maintenance obligations of JLC which remain outstanding. Prior to the Water Improvements be dedicated to the Township, Kay shall enter into a maintenance agreement to more fully outline Kay's obligations relative to maintenance of the Water Improvements vis-à-vis the Township.

4. Wearing Course – Penn's Crossing. Though JLC has completed installation of the utilities and base course pave of Penn's Crossing in Phase IV, pursuant to Township policy JLC has not yet installed the wearing / top course of paving on Penn's Crossing. If Kay's construction and maintenance obligations relative to the Water Improvements is completed by such time that JLC is ready to install the wearing / top course of paving (the "Paving Date"), JLC shall retain responsibility for installation of the wearing / top course of paving on Penn's Crossing. If Kay's construction and/or maintenance obligations are not complete as of the Paving Date, Kay shall be responsible for installation and maintenance of the wearing / top course of paving on Penn's Crossing.

5. Observation of Installation; No Interference. Prior to performing work within Penn's Crossing, Kay shall provide both JLC and Township three (3) days' prior written notice. JLC and Township shall be entitled to observe and inspect all construction and maintenance activities relating to the Water Improvements. Kay's construction and maintenance of the Water Improvements, and maintenance of the Required Subdivision Improvements hereunder, shall not interfere with JLC's performance of any maintenance obligations which are not assumed by Kay hereunder or otherwise with JLC's development of the JLC Project.

6. Escrow Billings. Township agrees to bill Kay's escrow account for the Water Improvements for any and all costs associated with this MOU and/or Kay's installation and maintenance of the Water Improvements.

7. Security. In accordance with the improvements agreement to be entered into by Kay for the Water Improvements, Kay shall post security to guaranty its performance of the maintenance obligations assumed under this MOU. The Township agrees that any security provided by JLC under the Improvements Agreement shall be available only for the obligations of JLC thereunder and shall not be available to Township for restoration of any Required Subdivision Improvement impacted or damaged by Kay or any maintenance obligations assumed by Kay under this MOU.

8. Indemnity and Insurance. Among the obligations assumed by Kay hereunder, Kay shall exonerate, defend, indemnify, and save harmless the Indemnified Parties pursuant to the terms of Section 6 of the Maintenance Agreement and shall provide insurance for the benefit of the Indemnified Parties pursuant to the terms of Section 8 of the Maintenance Agreement, provided, however, that for purposes of this MOU, JLC shall also be considered an Indemnified Party benefiting from Kay's indemnity and insurance obligations.

9. Additional Indemnity. Kay agrees to indemnify, defend and hold harmless JLC and its officers, directors, shareholders, employees, and agents (collectively, the "JLC Protected Persons") and the Township, its supervisors, employees, solicitor, and agents (collectively, the "Township Protected Persons") from and against any and all claims, demands, losses, suits, judgments, damages, expenses, costs, fees, or other liabilities, including, but not limited to, court costs and reasonable attorney's fees, arising out of or in any way connected with Kay's breach of this MOU. Kay shall also be liable to JLC for the reasonable costs and expenses (including reasonable attorney's fees), which JLC incurs in efforts to enforce JLC's rights or Kay's obligations or responsibility for liabilities under the provisions of this Section. Kay shall also be liable to Township for the reasonable costs and expenses (including reasonable attorney's fees), which the Township incurs in efforts to enforce the Township's rights or Kay's obligations or responsibility for liabilities under the provisions of this MOU.

10. Invalidity. If any provision of this MOU is held to be ineffective, unenforceable or illegal for any reason, any or all of the remaining provisions hereof shall remain in full force and effect and this MOU shall be deemed effective to the fullest extent permitted by law.

11. Binding Effect. This MOU shall not be assigned by Kay without the written consent of the Township and JLC.

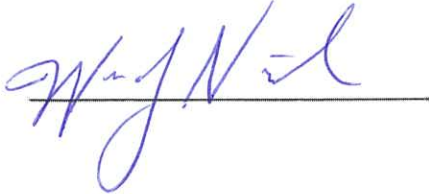
12. Captions. The captions of this MOU have been inserted solely for convenience of reference and are not part of this MOU and shall have no effect upon construction or interpretation.

13. Counterparts. This MOU may be executed in any number of counterparts (or with counterpart signature pages). All such counterparts together shall be deemed to be one and the same instrument. A single document or a set of copies that collectively bears the signatures of each of the parties in the form set forth below shall be considered to be, and have the same legal effect as, a single fully executed document. The MOU shall become binding upon the execution and exchange of counterparts by all of the parties.

[Remainder of page intentionally left blank. Signatures appear on the following page]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this MOU to be executed and sealed the day and year first above set forth, each by its duly authorized representative.

WITNESS:



JAINDL LAND COMPANY

By: 

David M. Jandl, President

WITNESS:

KAY WALBERT, LLC

By: _____
Name: Richard M. Koze, Jr.
Title: Managing Member

WITNESS:

SOUTH WHITEHALL TOWNSHIP
BOARD OF COMMISSIONERS

By: _____
Diane Kelly, President

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this MOU to be executed and sealed the day and year first above set forth, each by its duly authorized representative.

WITNESS:


JAINDL LAND COMPANY

By: _____
David M. Jandl, President

WITNESS:

KAY WALBERT, LLC



By: 
Name: Richard M. Koze, Jr.
Title: Managing Member

WITNESS:

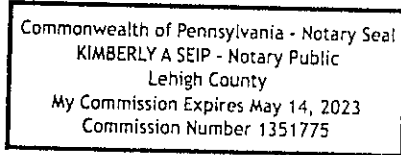
SOUTH WHITEHALL TOWNSHIP
BOARD OF COMMISSIONERS

By: _____
Diane Kelly, President

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF LEHIGH :

On this 15th day of February, 2022, before me, a notary public, the undersigned officer, personally appeared David M. Jaindl, who acknowledged himself to be the President of Jaindl Land Company, a Pennsylvania corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



Kimberly A. Seip
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF _____ :

On this _____ day of _____, 2022, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Richard M. Koze, Jr., who acknowledged himself/herself to be the Managing Member of Kay Walbert, LLC, a Pennsylvania limited liability company, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF LEHIGH :

On this ___ day of _____, 2022, before me, a notary public, the undersigned officer, personally appeared David M. Jaindl, who acknowledged himself to be the President of Jaindl Land Company, a Pennsylvania corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Lehigh :

On this 26 day of January, 2022, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Richard M. Koze, Jr., who acknowledged himself/herself to be the Managing Member of Kay Walbert, LLC, a Pennsylvania limited liability company, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

Commonwealth of Pennsylvania - Notary Seal
Mabel Raymond, Notary Public
Northampton County
My commission expires November 1, 2025
Commission number 1219301
Member, Pennsylvania Association of Notaries

Mabel Raymond
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF LEHIGH :

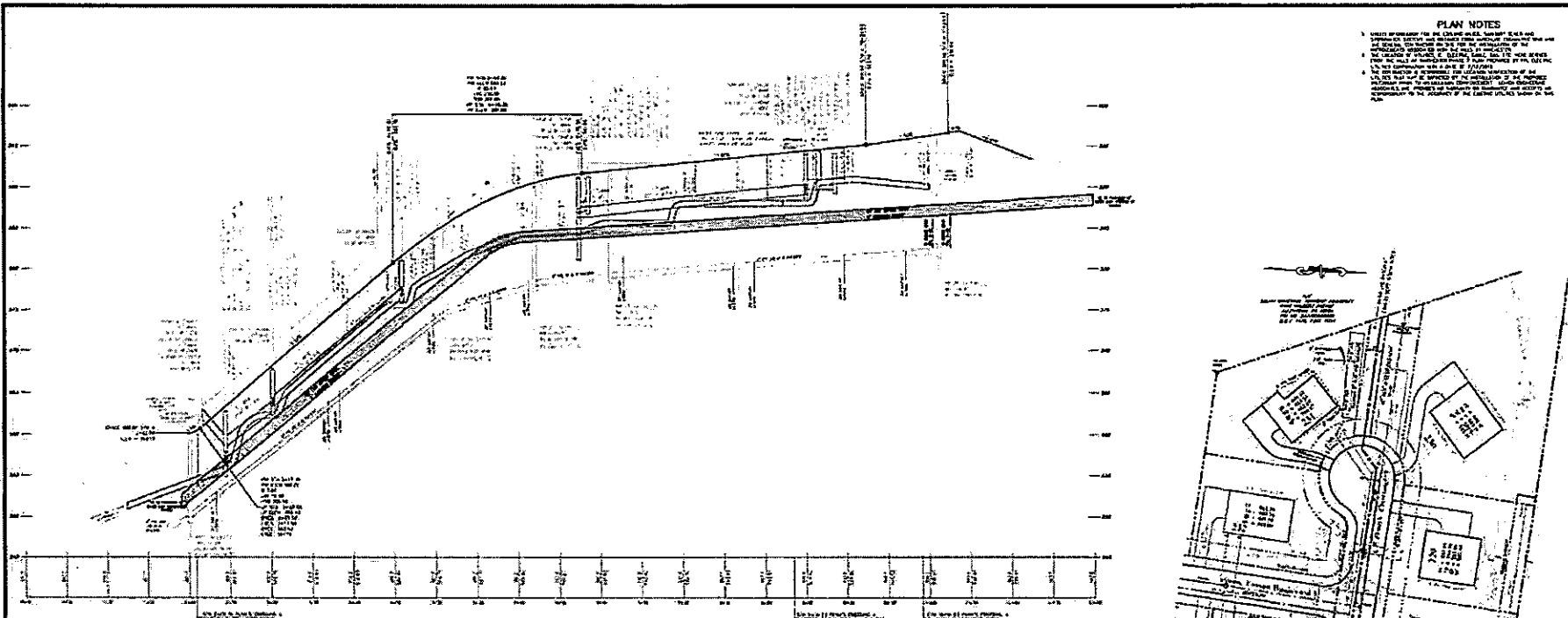
On this ____ day of _____, 2022, before me, a notary public, the undersigned officer, personally appeared Diane Kelly, who acknowledged herself to be the President of the Board of Commissioners of South Whitehall Township, a municipal corporation, and that she, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as President.

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

Notary Public

Exhibit "A"

Plan Depicting Water Improvements



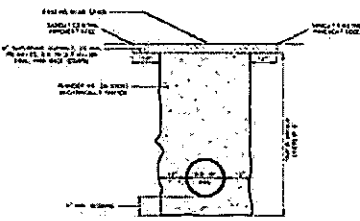
PLAN NOTES

1. VERIFY EXISTING CONDITIONS AND RECORD THEM ACCURATELY BEFORE BEGINNING WORK.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF LEHIGH WATER MAIN SPECIFICATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LEHIGH.
4. ALL MATERIALS SHALL BE OF THE QUALITY SPECIFIED IN THE SPECIFICATIONS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
8. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF LEHIGH.

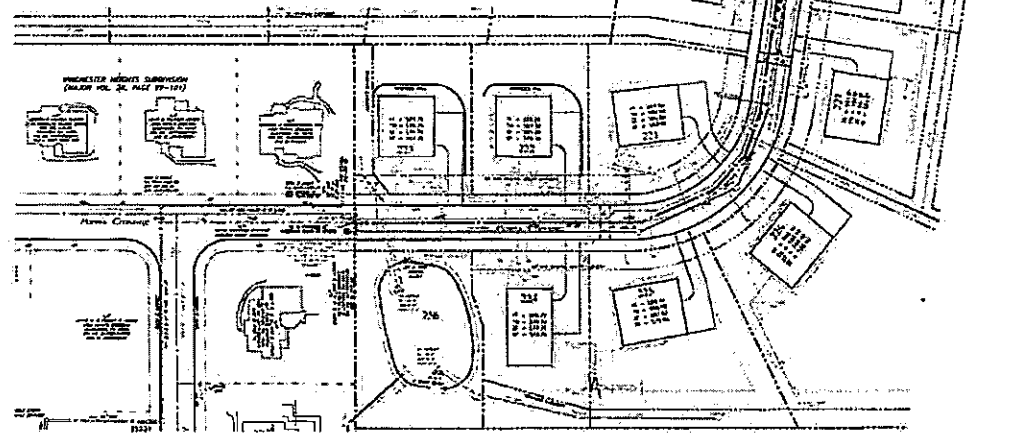
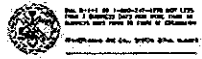
PROPOSED CHANGES
 STA 15+00 TO STA 16+00
 1/4% SLOPE
 1/4" DIA. DIP PIPE

WATER SYSTEM NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF LEHIGH WATER MAIN SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LEHIGH.
3. ALL MATERIALS SHALL BE OF THE QUALITY SPECIFIED IN THE SPECIFICATIONS.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
7. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF LEHIGH.



DIP PIPE
 TRENCH DETAIL



PROPOSED CHANGES
 STA 15+00 TO STA 16+00
 1/4% SLOPE



PROJECT: WATER MAIN ALONG PINE & CROFTON IN THE TOWN OF WASHINGTON
 TOWNSHIP OF SOUTH WHITEHALL, COUNTY OF LEHIGH, COMMONWEALTH OF PENNSYLVANIA
 LEHIGH ENGINEERING ASSOCIATES, INC.
 1 of 1



**MEMORANDUM FOR
AGENDA ITEMS**

To:	Board of Commissioners
FROM:	David Manhardt
DATE:	2/7/2022
SUBJECT:	Water Line Extension. MOU/Agreements
COPY TO:	R. Cope, H. Bender, M. Elias, J. Zator, Esq., J. Alderfer, Esq., A. Tallarida, S. Pidcock

- **Background Information:**

This Memorandum of Understanding and Agreement is a three-party MOU between Jaindl Land Company, Kay Builders and South Whitehall Township. The MOU relates to a water line extension project required for the Ridge Farm Phase 2 development. The proposed water line will eventually connect and provide service from the Brickyard Road reservoir to Ridge Farm Phase 2 development. The Jaindl Land Company is included in this MOU because the water line will traverse Right-of-Way that currently is not yet Township owned.

- **Action Requested:**

Motion to enter agreement.

- **Budget Line Item (if applicable):**

Not applicable.

- **Attachments:**

Memorandum of Understanding
Agreement

**SOUTH WHITEHALL TOWNSHIP
LEHIGH COUNTY, PENNSYLVANIA**

RESOLUTION NO. _____

(Duly Adopted March _____, 2022)

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH
WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA
APPROVING THE IMPROVEMENTS AGREEMENT RELATING TO
THE MEMORANDUM OF UNDERSTANDING SUBDIVISION
MAINTENANCE AGREEMENT OF JAINDL LAND COMPANY, KAY
WALBERT, LLC, AND SOUTH WHITEHALL TOWNSHIP.**

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, Kay Walbert, LLC (“Kay”) is a party to a Memorandum of Understanding, Subdivision Maintenance Agreement for The Hills at Winchester (“MOU”) by and between the Township, Jaindl Land Company (“Jaindl”), and Kay, relating to the installation of a 16" water line and appurtenant facilities (the “Water Improvements”) for property located in the Township in the general vicinity of the intersection of Cedar Crest Boulevard and Walbert Avenue (hereinafter, the "Kay Property"); and

WHEREAS, Kay intends to install the Water Improvements in and across a portion of Lot 231 located in the Hills at Winchester and across a portion of Penn's Crossing right-of-way, which right-of-way was dedicated to the Township by Jaindl on August 24, 2017 and recorded with the Lehigh County Clerk of Judicial Records, Recorder of Deeds Division at Instrument Number 2017026988; and

WHEREAS, Kay will construct the Water Improvements in accordance with a plan prepared by Lehigh Engineering Associates, Inc. entitled “Proposed 16” Watermain Along Penn's Crossing In The Hills At Winchester By Kay Walbert, LLC”, dated April 6, 2021, last revised December 15, 2021 (the “Plan”); and

WHEREAS, pursuant to the MOU of even date herewith, Kay is required to enter into an improvements agreement (the “Improvements Agreement”) attached hereto as **Exhibit “A”**, to outline its obligations relative to the construction of, and posting security for, the Water Improvements; and

WHEREAS, Township now wishes to approve and authorize execution of the Improvements Agreement.

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

SECTION 1. The Board of Commissioners hereby approves the Improvements Agreement attached hereto as **Exhibit “A”**, and made a part hereof.

SECTION 2. The Board of Commissioners hereby designates, authorizes and directs the President and Interim Township Manager to execute and deliver the attached MOU and further authorizes and directs the taking of all other necessary and appropriate actions to accomplish the same.

DULY ADOPTED, on this _____ day of March, 2022, 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**

Diane Kelly, President

ATTEST:

Scott Boehret, Twp. Secretary

Prepared By and Return To:

Eastburn and Gray, P.C.
60 E. Court Street
P.O. Box 1389
Doylestown, PA 18901
(215) 345-7000

No PIN Required

**SOUTH WHITEHALL TOWNSHIP
LEHIGH COUNTY, PENNSYLVANIA**

IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between **SOUTH WHITEHALL TOWNSHIP**, a Township of the First Class, Lehigh County, Pennsylvania (hereinafter referred to as "Township"), and **KAY WALBERT, LLC** (hereinafter referred to as "Kay" or "Developer").

WITNESSETH

WHEREAS, Kay is a party to a Memorandum of Understanding, Subdivision Maintenance Agreement for The Hills at Winchester ("MOU") attached hereto as **Exhibit "A"**, by and between the Township, Jaindl Land Company ("Jaindl"), and Kay, relating to the installation of a 16" water line and appurtenant facilities (the "Water Improvements") for property located in South Whitehall Township in the general vicinity of the intersection of Cedar Crest Boulevard and Walbert Avenue (hereinafter, the "Kay Property"); and

WHEREAS, Kay intends to install the Water Improvements in and across a portion of Lot 231 located in the Hills at Winchester and across a portion of Penn's Crossing right-of-way, which right-of-way was dedicated to the Township by Jaindl on August 24, 2017 and recorded with the Lehigh County Clerk of Judicial Records, Recorder of Deeds Division at Instrument Number 2017026988; and

WHEREAS, Kay will construct the Water Improvements (hereinafter referred to as the

“Project”) in accordance with a plan prepared by Lehigh Engineering Associates, Inc. entitled “Proposed 16” Watermain Along Penn’s Crossing In The Hills At Winchester By Kay Walbert, LLC”, dated April 6, 2021, last revised December 15, 2021 (the “Plan”), attached hereto as **Exhibit “B”**; and

WHEREAS, pursuant to the MOU, Kay is required to enter into an improvements agreement in order to outline its obligations relative to the construction of, and posting security for, the Water Improvements.

NOW, THEREFORE, intending to be legally bound, the parties hereby promise, covenant and agree as follows:

1. Plans of Kay Incorporated by Reference. Kay agrees that the Plan presented to the Township shall be in compliance with all applicable Township Ordinances, and that said Plan is incorporated herein.

2. Improvements. The improvements to be installed by Kay are described as a 16” water line and appurtenant facilities to the extent described and shown on the Plans.

3. Installation of Improvements. Kay hereby agrees to be responsible for and pay the costs, and any increases in such costs, of all labor, materials, permits, fees and all other costs whatsoever for the installation of the Water Improvements described in the Plan or required by the Township, county, state or federal law, ordinances, rules or regulations as the same may be required including, but not limited to, Township Subdivision, Land Development and Zoning Ordinances, all at Kay’s cost and expense. If the design and/or installation of the Water Improvements proves to be defective during or after actual construction, the Kay shall be obligated to modify the Water Improvements to the reasonable satisfaction of the Township at Kay’s sole cost and expense.

4. Soil Erosion, Sedimentation Control and Control of Water Pollution. No material changes shall be made in the contours of the land on which the Water Improvements are made, and no grading, excavating, removing or destruction of the topsoil, trees or other vegetative cover shall be made until such time as a plan for minimizing soil erosion and sedimentation has been reviewed and approved by the Township. Kay shall use all commercially reasonable care to prevent siltation and other pollution of the waters of the Commonwealth of Pennsylvania.

5. Compliance by Sub-Contractors. Kay shall procure the compliance of all of its contractors, sub-contractors and suppliers with all applicable federal, state, county and township statutes, ordinances, rules and regulations in connection with any of the work to be performed as depicted on the Plan. Such compliance shall include, but not be limited to, the procuring of all necessary permits and licenses in connection with the work to be done and the payment of all of the contributions, fees, premiums and taxes required by such laws, ordinances, rules and regulations.

6. Protection During Construction. At all times during the construction of the Water Improvements under this Agreement, Kay and its contractors and sub-contractors as aforesaid, shall conduct their work in such a manner as to minimize obstruction to traffic. Kay shall notify the Township if there is any obstruction to traffic. No materials shall be stored upon any Township, County or State streets. Fire hydrants on or adjacent to the area where work is being performed shall be kept accessible to fire apparatus at all times and no materials or obstructions shall be placed within fifteen (15) feet of any such hydrant. All storm drainage and sewer inlets shall be kept unobstructed at all times. Kay shall maintain such barricades and warning lights or flares as are necessary during the course of construction to protect traffic and the public in general.

7. Insurance/Indemnification. Kay agrees to defend, indemnify and hold harmless the Township, and its agents and employees from and against all claims, damages, losses and expenses, including court costs and reasonable attorneys' fees, arising out of or resulting from (a) the installation of the Water Improvements by Kay under this Agreement, (b) the approval of the Water Improvements or Plans, and (c) the rough re-grading and final re-grading of the land on which the Water Improvements are constructed, other than that caused by the negligence or willful misconduct of the Township, its representatives, agents and employees. Kay assumes all risks resulting from any injury to property or persons occasioned by neglect, accident or any other reason whatsoever, during the installation of the Water Improvements, other than that caused by the negligence or willful misconduct of the Township, its representatives, agents and employees. Kay shall obtain and maintain at all times during the course of construction, comprehensive general liability insurance with minimum limits of liability with respect to bodily injury of One Million Dollars (\$1,000,000.00) for each person, One Million Dollars (\$1,000,000.00) for each occurrence and Five Hundred Thousand Dollars (\$500,000.00) with respect to property damage for each occurrence. The Township shall be named as an additional insured. Prior to the commencement of any construction, Kay shall deliver to the Township a certificate issued by an insurance company reasonably satisfactory to the Township, indicating that Kay has obtained the said comprehensive general liability insurance in accordance with the provisions of this Agreement and the premiums for the said insurance have been paid in advance for the entire period covered by said insurance. At least thirty (30) days prior to the expiration date(s) of the said insurance, Kay shall deliver to the Township a certificate of insurance indicating that the said policy or policies have been renewed and that the premiums for the renewal period have been paid in advance. During the construction period, Kay shall have the right to substitute other insurance policies containing the

same provisions as the original policies, provided however, that all such policies shall be in the form and issued by insurance companies reasonably acceptable to the Township.

8. Waste Materials and Maintenance of Sanitary Facilities During Construction. Kay shall collect and properly discard all construction, hazardous and non-hazardous waste materials in accordance with all federal, state and township laws, statutes and ordinances. In addition, Kay shall require that all contractors, sub-contractors and material suppliers shall comply with the provisions of this paragraph. All rubbish and unused materials and tools shall be removed promptly from the area where work is being performed and, as work progresses, the properties adjacent thereto shall be kept clean of any rubbish or refuse. Kay shall maintain the area upon which it is performing work in a clean condition, by removing debris from the site. If Kay or any of its contractors, subcontractors, or material suppliers fails to comply with any of these conditions, after reasonable written notice and an opportunity to cure, the Township has the right (but not the obligation) to enter upon the area where work is being performed and to perform such cleaning and disposal with its own employees or with its contractors and Kay shall pay the Township the cost of such work or service. Kay shall provide and maintain properly secluded sanitary conveniences in accordance with existing federal, state and Township regulations for the use of its workmen.

9. As-Built Plans. Upon the completion of all of the Water Improvements to be constructed as contemplated herein, Kay shall cause its registered professional engineers to certify the plans and supply as-built” plans to the Township. At the sole discretion of the Township Engineer, Kay shall submit certified “as-built” plans to the Township for portions of the work as a condition to the release of portions of financial security under Paragraph 13 of this Agreement.

10. Inspections. The Township shall have the right, at any time (but not the obligation), to inspect any of the work to be performed and all such inspections may be made by the Township through its employees or by consultants retained by the Township to determine that the construction has been and is being carried out in compliance with the approved Plan, the specifications of the Township, and other duly constituted authorities and this Agreement. Kay shall reimburse the Township for the reasonable and necessary expense incurred for the said inspection of the Water Improvements including, but not limited to, such reasonable expenses by the Township's Engineer or a consultant.

11. Failure to Proceed. If Kay fails to prosecute the construction of the Water Improvements under this Agreement with promptness and diligence, ceases construction while the Water Improvements are incomplete for a continuous period of ninety (90) days or more, barring strikes, shortages of material and/or labor, unfavorable weather, acts of God, pandemic, epidemic, government orders (including, without limitation, executive orders) and other conditions beyond the control of Kay (each a, "Force majeure Event"), or fails in the performance of any of the provisions contained in this Agreement, and after reasonable written notice and sufficient time to cure such failure, Kay shall be in default under this Agreement and the Township shall have the rights and remedies contained herein as well as all other rights and remedies elsewhere stated in this Agreement and/or in law or in equity. In the event Kay does not commence to correct any default under this Agreement within five (5) business days of Kay's receipt of written notice from the Township, and thereafter to diligently continue to correct such default, the Township shall have the right to secure materials of the quality and quantity required by this Agreement and the Plan and the necessary workmen, mechanics and equipment in the open market at the then current market prices, from any party or parties, and commence cure of the defaulted obligation, all at the

sole cost and expense of Kay. If the Township secures workmen, mechanics and equipment in the open market to carry forward such work, the Township shall have the right to take possession of all materials, tools, appliances and equipment on the premises intended for use in the performance of this Agreement for the purpose of including them in the Water Improvements, and Kay hereby irrevocably assigns to the Township all of its right, title and interest in and to such materials, tools, appliances and equipment for use in the completion of the Water Improvements. All workmanship and materials incorporated in the Water Improvements shall be subject to inspection, examination and testing at any time after reasonable written notice and all times during the installation or construction and at any and all places where such installation or construction are carried on. The Township shall have the right to reasonably reject defective materials and workmanship, which workmanship shall be satisfactorily corrected, and rejected materials, equipment and other articles shall be replaced. If Kay fails to proceed within five (5) business days of Kay's receipt of written notice from the Township describing such rejection with the replacement of rejected materials, equipment or articles or the correction of any defective workmanship, the Township may proceed with the work as provided in this paragraph at the sole cost and expense of Kay.

12. Date of Completion. Kay shall complete all the Water Improvements required by this Agreement in accordance with federal, state, county and township specifications within eighteen (18) months from the date of this Agreement ("Deadline"), unless any Force Majeure Event impairs, inhibits or delays Kay from completing the Water Improvements by the Deadline. Notwithstanding anything to the contrary contained herein, in the event that said Water Improvements are not completed within an eighteen month period from the date of this Agreement and such incompleteness is not attributable to or caused by a Force Majeure Event, the amount of financial security may be increased by either (i) an additional ten percent (10%) for each one-year

period beyond the eighteen month anniversary date of the execution of this Agreement, or (ii) to an amount representing 110% of the estimated cost of completion of the remaining Improvements as certified by the Township's engineer.

13. Security to Guarantee Completion of Improvements.

A. Kay agrees that the estimated cost of public Improvements in this Project is Two Hundred Fifty Two Thousand One Hundred Sixty Five Dollars and 77/100 Cents (\$252,165.77). Kay acknowledges that it shall provide by letter of credit, in a form acceptable to the Township Solicitor, in the total amount of Two Hundred Eighty Seven Thousand Three Hundred Eighty Two Dollars and 34/100 Cents (\$287,382.34) which is one hundred fifteen (110%) percent of the estimated cost of the Water Improvements, plus \$10,000.00 for engineering, administrative and legal fees (hereinafter referred to as "Escrow Fund"). The Escrow Fund shall be held and released in accordance with the provisions of this Agreement for the purpose of securing the cost of Water Improvements under this Agreement including, but not limited to, legal, engineering and administrative fees. Neither Kay nor its creditors shall have the right, without the written consent of the Township, to use all or any portion of the Escrow Fund except as provided herein. In the event of a bankruptcy or insolvency of Kay, Kay shall make no claim for possession or ownership of or right, title or interest in the Escrow Fund in any bankruptcy proceeding or elsewhere until all the improvements specified herein are completed and approved by the Township. A detailed breakdown of the allocation of the Escrow Fund between and among the various Water Improvements is set forth as **Exhibit "C"** attached hereto and made a part hereof. Annually, the Township may adjust the amount of financial security by comparing the actual cost of the Water Improvements to be constructed under this Agreement which have been completed and the estimated costs for the completion of the remaining Water Improvements to be constructed

under this Agreement. Kay agrees to post such additional security required by the Township in order to assure that the financial security equals the aforesaid one hundred ten (110%) percent of the estimated cost of the Water Improvements within five (5) business days of written notice from Township. Additionally, Kay agrees to post such additional security required by the Township under Paragraph 3 above, including without limitation maintenance security to ensure that the Water Improvements, once constructed, have been completed in accordance with the terms of this Agreement and the Plans, as required by any applicable Township Ordinances.

B. As Kay completes various segments of the Water Improvements, it shall certify to the Township Engineer that such Water Improvements have been completed in accordance with the terms of this Agreement and the Plans. The Township Engineer shall inspect the segment or segments of the Water Improvements which have been certified as completed. If the Township Engineer determines that the said segment or segments of Water Improvements have been completed, the Township Engineer shall so certify to the Township. Upon the approval of such certification, the Township shall authorize and certify in writing that portion of the Escrow Fund which is appropriate for release. The Township may, prior to final release at the time of completion and certification by the Township Engineer, require retention of ten (10%) percent of the estimated cost of the dedicated Water Improvements, if any. The Township shall not be responsible for release of any funds to any contractors, subcontractors, independent contractors, agents, servants, workmen, employees or suppliers of or to Kay and, by permitting the release of funds from the Escrow Fund aforesaid, shall not incur any liability to such third parties under any third party beneficiary or other legal theory. If, at any time during the performance of the work under this Agreement, the Township Engineer reasonably determines that the costs necessary to complete the Improvements are in excess of the amount held in the Escrow Fund, the Township Engineer shall

notify Kay, and Kay shall deposit such additional sums as reasonably determined by the Township Engineer to be needed to complete the Improvements within five (5) business days of written notice thereof. In lieu of the depositing of additional funds, the Township Engineer may require that any funds then due to be released by reason of the completion of Water Improvements or any portion thereof, shall be retained and continue to be held in the Escrow Fund. Kay agrees that the ten (10%) percent contingency posted as required herein shall be held in escrow by the Township until all required work as shown on Exhibit "C" has been completed and approved by the Township.

C. Default by Developer. In the event that the Kay defaults in its obligations as provided in this Agreement, after all written notice and cure periods have expired, and the Township undertakes the completion of the Water Improvements as provided in this Agreement, the Township may use the balance of the Escrow Funds as needed for the completion of the Water Improvements.

14. Wetlands. Approval by the Township of the Plan shall not be construed as compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, regarding building, dredging or filling in areas which are or may be deemed to be wetlands pursuant to the U. S. Army Corps of Engineers, if needed or applicable. Nor shall approval by the Township of the Plan be construed as a waiver of Kay's obligation to comply with the Township's Stormwater Management Ordinance and/or any applicable rules and regulations of any Federal or state agency having jurisdiction.

15. Fees and Costs. Kay shall, in addition to other obligations under this Agreement, pay to the Township, if applicable, the following:

A. All reasonable legal, inspection and engineering fees incurred by the Township during the course of construction of the Water Improvements under this Agreement.

B. All recording fees.

C. All reasonable legal fees incurred for the negotiation, preparation, recording, enforcement of this Agreement.

D. All fees for grading permits, building permits, sewer connection charges, use and occupancy permits, and all other permits and approvals in effect on the date of the application for such permits and approvals.

16. Notices. All notices or other communications required to be given under the terms of this Agreement shall be in writing and shall be sent certified mail, postage prepaid, addressed as follows:

A. If to Kay, addressed to:

Kay Walbert, LLC
Attn.: Richard M. Koze, Jr.
5930 Hamilton Boulevard, Suite 10
Allentown, PA 18106

With a copy to:

James F. Preston, Esquire
Broughal & DeVito, LLP
38 West Market Street
Bethlehem, PA 18018

B. If to the Township, addressed to:

South Whitehall Township
Attn.: Randy Cope
Interim Township Manager/Treasurer
444 Walbert Avenue
Allentown, PA 18104

With copy to:

Mark S. Cappuccio, Esquire
Eastburn and Gray, P.C.
60 E. Court Street
P.O. Box 1389
Doylestown, PA 18901

or to such other address or addresses and to the attention of such other person or persons as any of the parties may notify the other in accordance with the provisions of this Agreement.

17. Recording. It is intended that a Memorandum of this Agreement shall be executed by the parties hereto and recorded in the Recorder of Deeds Office in Lehigh County, Pennsylvania.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors, administrators and assigns. Provided, however, Kay shall not assign, mortgage or pledge this Agreement or any part thereof or any of Kay's obligations hereunder without the written consent of the Township. The Township's consent shall not be unreasonably withheld, conditioned or delayed. Without such written consents, no such assignment, mortgage or pledge shall be valid.

IN WITNESS WHEREOF, South Whitehall Township and Kay Walbert, LLC, intending to be legally bound hereby, have caused this Agreement to be duly executed the day and year first above written.

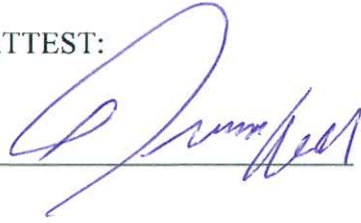
SOUTH WHITEHALL TOWNSHIP

By: _____
Diane Kelly, President

(TOWNSHIP SEAL)

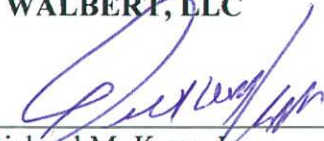
Attest: _____
Randy Cope
Interim Township Manager/Treasurer

ATTEST:



KAY WALBERT, LLC

By: _____


Richard M. Koze, Jr.
Title: Managing Member

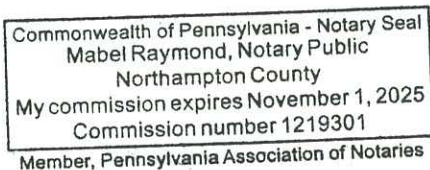
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF LEHIGH :

On the ____ day of _____, 2022, before me, a Notary Public residing in the Commonwealth of Pennsylvania, personally appeared Diane Kelly, who acknowledged herself to be the President of the South Whitehall Township Board of Commissioners and that she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of South Whitehall Township by herself as President, and desired the same may be recorded.

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF LEHIGH :

On the 26 day of January, 2022, before me, a Notary Public residing in the Commonwealth of Pennsylvania, personally appeared Richard M. Koze, Jr., who acknowledged himself to be the Managing Member of Kay Walbert, LLC, and that he as such Managing Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as Managing Member and desired the same may be recorded.



Mabel Raymond
Notary Public

EXHIBIT "A"

Memorandum of Understanding

PREPARED BY and RETURN TO:

Fitzpatrick Lentz & Bubba, P.C.
Two City Center
645 W. Hamilton Street, Suite 800
Allentown, PA 18101
610.797.9000

No PIN Required

MEMORANDUM OF UNDERSTANDING
SUBDIVISION MAINTENANCE AGREEMENT
THE HILLS AT WINCHESTER

THIS MEMORANDUM OF UNDERSTANDING – SUBDIVISION MAINTENANCE AGREEMENT – THE HILLS AT WINCHESTER (“**MOU**”) is made and entered into this 26 day of January 2022 by and between **JAINDL LAND COMPANY**, a Pennsylvania corporation having an address of 3150 Coffeetown Road, Orefield, Pennsylvania 18069 (“**JLC**”), **KAY WALBERT, LLC**, a Pennsylvania limited liability company having an address of 5930 Hamilton Boulevard, Suite 10, Allentown, Pennsylvania 18106 (“**Kay**”) and the **TOWNSHIP OF SOUTH WHITEHALL**, a municipal corporation and township of the First Class, having an address of 4444 Walbert Avenue, Allentown, Pennsylvania 18104 (“**Township**”).

BACKGROUND

A. JLC is the owner of certain building lots situated in the Township located within Phase IV of JLC’s Hills at Winchester subdivision plan (“**JLC Project**”), as depicted on the Overall Subdivision Record Plan, prepared by Lehigh Engineering Associates, Inc., dated September 18, 2014 and most recently revised on August 21, 2017 (“**JLC Plan**”).

B. In connection with the JLC Project, JLC and Township entered into a Subdivision Maintenance Agreement (The Hills at Winchester – Phase IV, Phase VI and a Portion of Phase I), dated September 1, 2017 and recorded in the Lehigh County Clerk of Judicial Records, Recorder of Deeds Division at Instrument Number 2017027020 (“**Maintenance Agreement**”). As provided in the Maintenance Agreement, JLC is obligated to maintain certain Required Subdivision Improvements installed by JLC pursuant to a Subdivision Improvements Agreement between JLC and Township. The Required Subdivision Improvements include, but are not limited to, an extension of Penn’s Crossing and water, sanitary sewer and storm sewer lines, and appurtenant facilities. As of the date hereof, the Township has inspected and approved of the initial construction and installation of the Required Subdivision Improvements by JLC within the Penn’s Crossing extension, and JLC’s ongoing maintenance obligations are as outlined in the Maintenance Agreement.

C. JLC dedicated to Township right-of-way for Penn’s Crossing by Deed of Dedication (Penn’s Crossing) dated August 24, 2017 and recorded in the Lehigh County Clerk of Judicial Records, Recorder of Deeds Division at Instrument Number 2017026988.

D. Kay is the owner of various parcels of real property located in South Whitehall Township, totaling approximately 190 acres, generally in the vicinity of the intersection of Cedar Crest Boulevard and Walbert Avenue (collectively, the lands owned by Grantee as of the date of this MOU are referred to as the “Kay Property”). Kay has proposed to develop the Kay Property with a mixed-use development as reflected on plans for the Ridge Farms subdivision and land development (the “Kay Project”) and, in connection with the Kay Project, Kay must provide for adequate water service.

E. Kay has proposed to install a 16” water line and appurtenant facilities across JLC’s Lot 231 as shown on the JLC Plan and through the portion of Penn’s Crossing that is a Required Subdivision Improvement in Phase IV of the JLC’s Project, which water line and appurtenant facilities are shown on a plan prepared by Lehigh Engineering Associates, Inc., entitled “Proposed 16” Watermain Along Penn’s Crossing In The Hills At Winchester By Kay Walbert, LLC”, dated April 6, , 2021, last revised December 8, 2021, attached hereto as Exhibit “A” (“Water Improvements”). JLC and Township are willing to permit Kay to install the Water Improvements in that portion of Penn’s Crossing shown on Exhibit “A,” provided that Kay be responsible for any impact or damage to the Required Subdivision Improvements relating to Kay’s installation of the Water Improvements, as set forth in the MOU.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, including the covenants hereinafter contained, and each intending to be legally bound hereby, for themselves and their respective successors and assigns, do agree as follows.

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein as a material part hereof.

2. Construction of Water Improvements. Subject to the terms of this MOU, JLC and Township agree to allow Kay to install the Water Improvements within Penn’s Crossing. Kay shall bear the cost of any activities undertaken pursuant to this MOU. All construction, installation, repair, and/or maintenance of the Water Improvements performed or to be performed hereunder by Kay shall be performed in a good and workmanlike manner, free from faults and defects pursuant to sound engineering practices, and in compliance with all permits and approvals required of it prior to installation of the Water Improvements, including but not limited to governmental statutes, regulations and ordinances, including but not limited to those of the Pennsylvania Department of Environmental Protection, the Lehigh County Conservation District and Township. Kay shall enter into an improvements agreement to more fully outline Kay’s obligations relative to construction of, and posting security for, the Water Improvements vis-à-vis the Township.

3. Maintenance Obligations. Kay shall be responsible for repairing, modifying or replacing any of the Required Subdivision Improvements impacted or damaged by Kay’s activities in construction, installation, repair, and/or maintenance of the Water Improvements. Kay agrees to assume all obligations of JLC, as Developer, included in the Maintenance Agreement for any Required Subdivision Improvement that is impacted or damaged by Kay’s activities, including future maintenance of such Required Subdivision Improvement following repair. For this purpose, the terms of the Maintenance Agreement are expressly incorporated herein by reference. Township agrees to

look solely to Kay for performance of any of JLC's obligations under the Maintenance Agreement for any Required Subdivision Improvement that is impacted or damaged by Kay's activities, including future maintenance of such Required Subdivision Improvement following Kay's repair. Township agrees that JLC's maintenance obligations will not be extended by any remedial activity required of Kay pursuant to this MOU, and JLC's maintenance security shall be released by Township upon expiration of the maintenance period contemplated by the Maintenance Agreement, absent any maintenance obligations of JLC which remain outstanding. Prior to the Water Improvements be dedicated to the Township, Kay shall enter into a maintenance agreement to more fully outline Kay's obligations relative to maintenance of the Water Improvements vis-à-vis the Township.

4. Wearing Course – Penn's Crossing. Though JLC has completed installation of the utilities and base course pave of Penn's Crossing in Phase IV, pursuant to Township policy JLC has not yet installed the wearing / top course of paving on Penn's Crossing. If Kay's construction and maintenance obligations relative to the Water Improvements is completed by such time that JLC is ready to install the wearing / top course of paving (the "Paving Date"), JLC shall retain responsibility for installation of the wearing / top course of paving on Penn's Crossing. If Kay's construction and/or maintenance obligations are not complete as of the Paving Date, Kay shall be responsible for installation and maintenance of the wearing / top course of paving on Penn's Crossing.

5. Observation of Installation; No Interference. Prior to performing work within Penn's Crossing, Kay shall provide both JLC and Township three (3) days' prior written notice. JLC and Township shall be entitled to observe and inspect all construction and maintenance activities relating to the Water Improvements. Kay's construction and maintenance of the Water Improvements, and maintenance of the Required Subdivision Improvements hereunder, shall not interfere with JLC's performance of any maintenance obligations which are not assumed by Kay hereunder or otherwise with JLC's development of the JLC Project.

6. Escrow Billings. Township agrees to bill Kay's escrow account for the Water Improvements for any and all costs associated with this MOU and/or Kay's installation and maintenance of the Water Improvements.

7. Security. In accordance with the improvements agreement to be entered into by Kay for the Water Improvements, Kay shall post security to guaranty its performance of the maintenance obligations assumed under this MOU. The Township agrees that any security provided by JLC under the Improvements Agreement shall be available only for the obligations of JLC thereunder and shall not be available to Township for restoration of any Required Subdivision Improvement impacted or damaged by Kay or any maintenance obligations assumed by Kay under this MOU.

8. Indemnity and Insurance. Among the obligations assumed by Kay hereunder, Kay shall exonerate, defend, indemnify, and save harmless the Indemnified Parties pursuant to the terms of Section 6 of the Maintenance Agreement and shall provide insurance for the benefit of the Indemnified Parties pursuant to the terms of Section 8 of the Maintenance Agreement, provided, however, that for purposes of this MOU, JLC shall also be considered an Indemnified Party benefiting from Kay's indemnity and insurance obligations.

9. Additional Indemnity. Kay agrees to indemnify, defend and hold harmless JLC and its officers, directors, shareholders, employees, and agents (collectively, the "JLC Protected Persons") and the Township, its supervisors, employees, solicitor, and agents (collectively, the "Township Protected Persons") from and against any and all claims, demands, losses, suits, judgments, damages, expenses, costs, fees, or other liabilities, including, but not limited to, court costs and reasonable attorney's fees, arising out of or in any way connected with Kay's breach of this MOU. Kay shall also be liable to JLC for the reasonable costs and expenses (including reasonable attorney's fees), which JLC incurs in efforts to enforce JLC's rights or Kay's obligations or responsibility for liabilities under the provisions of this Section. Kay shall also be liable to Township for the reasonable costs and expenses (including reasonable attorney's fees), which the Township incurs in efforts to enforce the Township's rights or Kay's obligations or responsibility for liabilities under the provisions of this MOU.

10. Invalidity. If any provision of this MOU is held to be ineffective, unenforceable or illegal for any reason, any or all of the remaining provisions hereof shall remain in full force and effect and this MOU shall be deemed effective to the fullest extent permitted by law.

11. Binding Effect. This MOU shall not be assigned by Kay without the written consent of the Township and JLC.

12. Captions. The captions of this MOU have been inserted solely for convenience of reference and are not part of this MOU and shall have no effect upon construction or interpretation.

13. Counterparts. This MOU may be executed in any number of counterparts (or with counterpart signature pages). All such counterparts together shall be deemed to be one and the same instrument. A single document or a set of copies that collectively bears the signatures of each of the parties in the form set forth below shall be considered to be, and have the same legal effect as, a single fully executed document. The MOU shall become binding upon the execution and exchange of counterparts by all of the parties.

[Remainder of page intentionally left blank. Signatures appear on the following page]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this MOU to be executed and sealed the day and year first above set forth, each by its duly authorized representative.

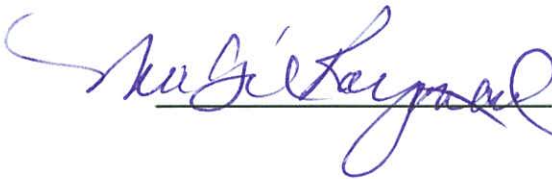
WITNESS:

JAINDL LAND COMPANY

By: _____
David M. Jandl, President

WITNESS:

KAY WALBERT, LLC



By: 
Name: Richard M. Koze, Jr.
Title: Managing Member

WITNESS:

SOUTH WHITEHALL TOWNSHIP
BOARD OF COMMISSIONERS

By: _____
Diane Kelly, President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF LEHIGH :

On this ____ day of _____, 2022, before me, a notary public, the undersigned officer, personally appeared David M. Jaindl, who acknowledged himself to be the President of Jaindl Land Company, a Pennsylvania corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Lehigh :

On this 26 day of January, 2022, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Richard M. Koze, Jr., who acknowledged himself/herself to be the Managing Member of Kay Walbert, LLC, a Pennsylvania limited liability company, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

Commonwealth of Pennsylvania - Notary Seal
Mabel Raymond, Notary Public
Northampton County
My commission expires November 1, 2025
Commission number 1219301
Member, Pennsylvania Association of Notaries

Mabel Raymond
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF LEHIGH :

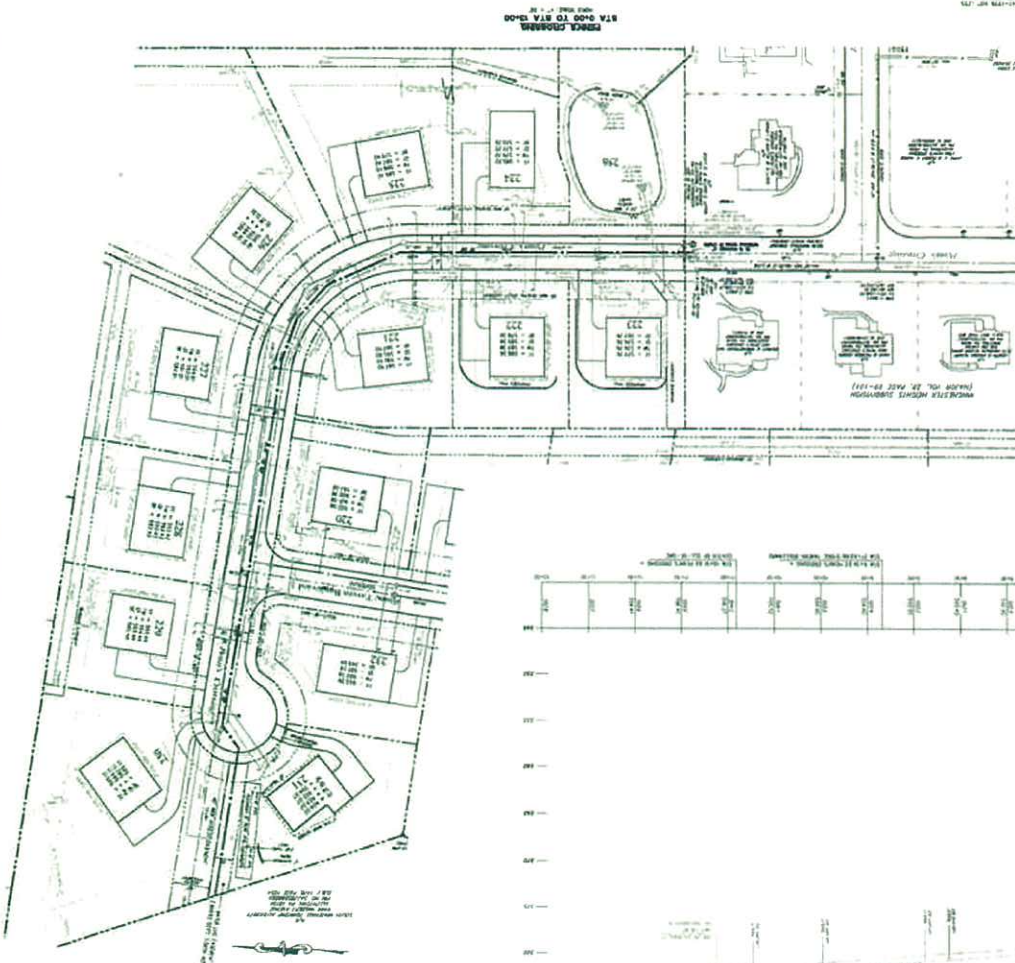
On this ____ day of _____, 2022, before me, a notary public, the undersigned officer, personally appeared Diane Kelly, who acknowledged herself to be the President of the Board of Commissioners of South Whitehall Township, a municipal corporation, and that she, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as President.

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

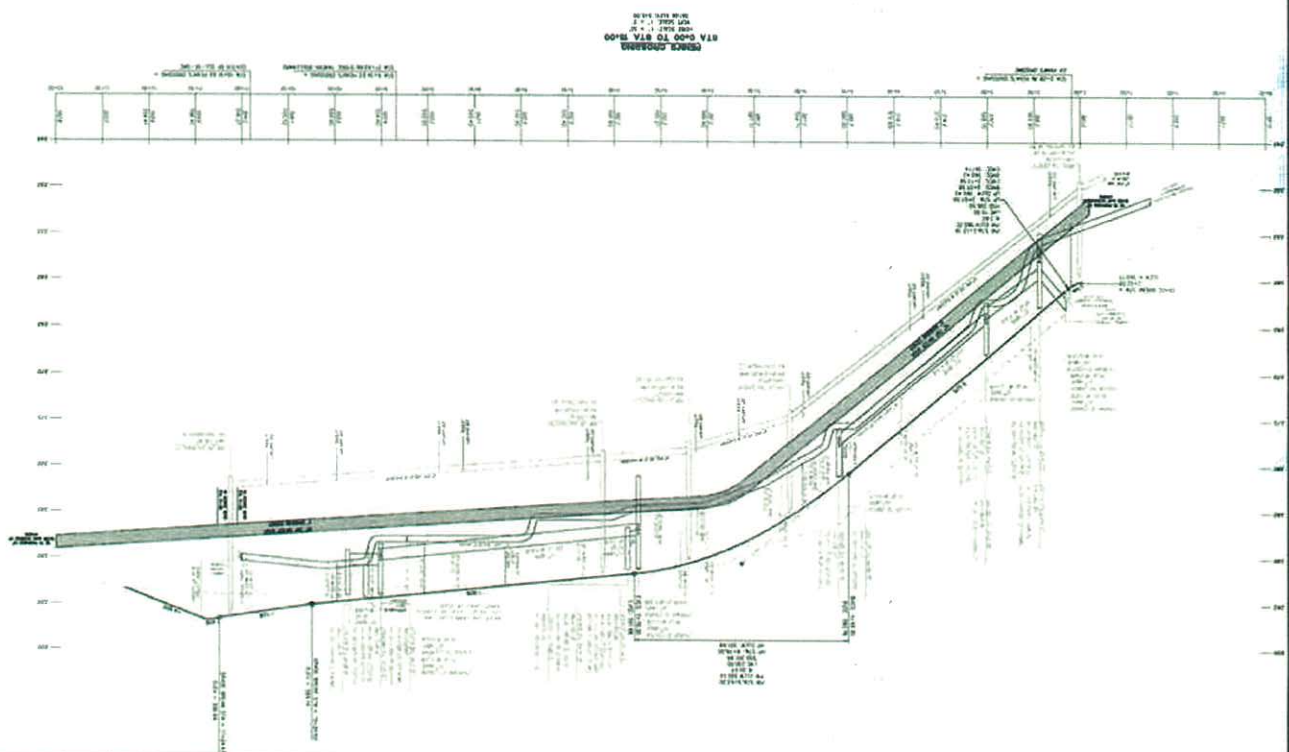
Notary Public

Exhibit "A"

Plan Depicting Water Improvements



PLAN NOTES
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. THE PROPOSED WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 48" BELOW FINISHED GRADE.
3. THE WATER MAIN SHALL BE MADE OF 16" DIAMETER DUCTILE IRON PIPE WITH 125 LB. FLANGES.
4. THE WATER MAIN SHALL BE JOINTED WITH 3" GASKETED JOINTS.
5. THE WATER MAIN SHALL BE PROTECTED BY A 6" THICK CONCRETE SLAB.
6. THE WATER MAIN SHALL BE INSTALLED IN A TRENCH WITH 18" MINIMUM SIDEWALLS.
7. THE TRENCH SHALL BE BACKFILLED WITH 3/4" CLEAN WASH SAND.
8. THE TRENCH SHALL BE COVERED WITH 12" THICK CONCRETE SLABS.
9. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN INSTALLATION MANUAL.
10. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN DESIGN MANUAL.
11. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN TESTING MANUAL.
12. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN REPAIR MANUAL.
13. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN REPLACEMENT MANUAL.
14. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN REMOVAL MANUAL.
15. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN RELOCATION MANUAL.
16. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN REPAIR MANUAL.
17. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN REPLACEMENT MANUAL.
18. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN REMOVAL MANUAL.
19. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN RELOCATION MANUAL.
20. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN REPAIR MANUAL.

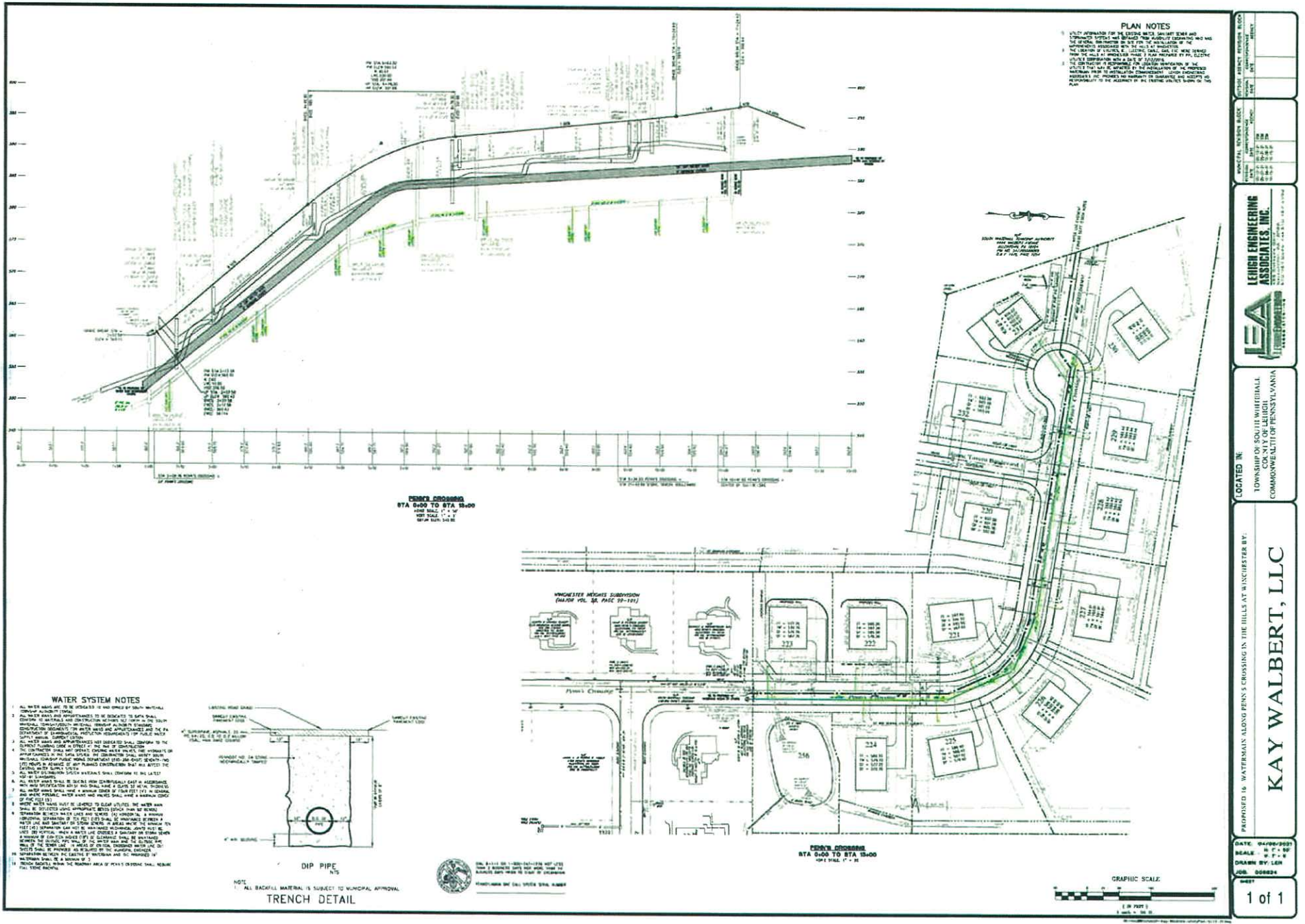


TRENCH DETAIL
16" DIAMETER DUCTILE IRON PIPE WITH 125 LB. FLANGES
6" THICK CONCRETE SLAB
18" MINIMUM SIDE WALLS
3/4" CLEAN WASH SAND
12" THICK CONCRETE SLABS
DIP PIPE

WATER SYSTEM NOTES
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. THE PROPOSED WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 48" BELOW FINISHED GRADE.
3. THE WATER MAIN SHALL BE MADE OF 16" DIAMETER DUCTILE IRON PIPE WITH 125 LB. FLANGES.
4. THE WATER MAIN SHALL BE JOINTED WITH 3" GASKETED JOINTS.
5. THE WATER MAIN SHALL BE PROTECTED BY A 6" THICK CONCRETE SLAB.
6. THE TRENCH SHALL BE BACKFILLED WITH 3/4" CLEAN WASH SAND.
7. THE TRENCH SHALL BE COVERED WITH 12" THICK CONCRETE SLABS.
8. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN INSTALLATION MANUAL.
9. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN DESIGN MANUAL.
10. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN TESTING MANUAL.
11. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN REPAIR MANUAL.
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19. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN REPAIR MANUAL.
20. THE WATER MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE PENNSYLVANIA WATER MAIN REPLACEMENT MANUAL.

EXHIBIT "B"

Plan



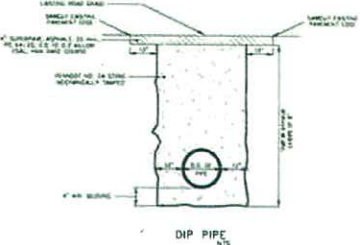
PLAN NOTES

1. VERIFY INFORMATION FOR THE EXISTING WATER MAIN SIZE AND DEPTH TO BE ACCURATE. THE EXISTING WATER MAIN SIZE AND DEPTH WILL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING WATER MAIN SIZE AND DEPTH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING WATER MAIN SIZE AND DEPTH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING WATER MAIN SIZE AND DEPTH.
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**PIPE CROSSING
STA 0+00 TO STA 15+00**
HORIZ. SCALE: 1" = 20'
VERT. SCALE: 1" = 5'

WATER SYSTEM NOTES

1. ALL NEW WATER MAINS TO BE INSTALLED TO THE DEPTH OF 36" UNLESS OTHERWISE SPECIFIED.
2. ALL NEW WATER MAINS AND APPURTENANCES TO BE INSTALLED TO 36" UNLESS OTHERWISE SPECIFIED.
3. ALL NEW WATER MAINS AND APPURTENANCES TO BE INSTALLED TO 36" UNLESS OTHERWISE SPECIFIED.
4. ALL NEW WATER MAINS AND APPURTENANCES TO BE INSTALLED TO 36" UNLESS OTHERWISE SPECIFIED.
5. ALL NEW WATER MAINS AND APPURTENANCES TO BE INSTALLED TO 36" UNLESS OTHERWISE SPECIFIED.
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9. ALL NEW WATER MAINS AND APPURTENANCES TO BE INSTALLED TO 36" UNLESS OTHERWISE SPECIFIED.
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11. ALL NEW WATER MAINS AND APPURTENANCES TO BE INSTALLED TO 36" UNLESS OTHERWISE SPECIFIED.
12. ALL NEW WATER MAINS AND APPURTENANCES TO BE INSTALLED TO 36" UNLESS OTHERWISE SPECIFIED.



NOTE: ALL BACKFILL MATERIAL IS SUBJECT TO MUNICIPAL APPROVAL.
TRENCH DETAIL



<p>DATE: 04/06/2023 SCALE: 1" = 20' DRAWN BY: LEA JOB: 220824</p>	<p>1 of 1</p>
<p>PROPOSED 16" WATERMAIN ALONG PENS'S CROSSING IN THE HILLS AT WINDY HOLLOW BY:</p>	<p>KAY WALBERT, LLC</p>
<p>LOCATED IN: TOWNSHIP OF SOUTH WATFORD COUNTY OF LEHIGH COMMONWEALTH OF PENNSYLVANIA</p>	<p>LEA LEIGH ENGINEERING ASSOCIATES, INC.</p>
<p>MUNICIPAL REVIEW BLOCK</p>	<p>APPROVED BY: _____ DATE: _____</p>

EXHIBIT "C"
Opinion of Probable Cost

CONSTRUCTION COST ESTIMATE

DEVELOPMENT: Hills at Winchester

JOB #: 006624

ESTIMATE DATE: November 30th,
2021

PHASE:

OWNER: Kay Builders

REVISED: December 8th, 2021

PREPARED BY: Lehigh Engineering Associates, Inc.

ITEM #	DESCRIPTION	UNIT	QTY	COST/UNIT	TOTAL	DRAW QTY	DRAW PRICE
1 ROADWAY CONSTRUCTION							
A	Excavation	C.Y.	1,139	\$4.75	\$5,410.25	0	\$0.00
B	Saw Cut	L.F.	2,002	\$1.10	\$2,202.20	0	\$0.00
C	2A-Modified	C.Y.	977	\$49.50	\$48,376.85	0	\$0.00
D	4" 25MM Base Course	S.Y.	575	\$14.40	\$8,280.00	0	\$0.00
E	Joint Seal	L.F.	2,002	\$1.00	\$2,002.00	0	\$0.00
				SUB TOTAL	\$66,271.30	SUB TOTAL	\$0.00
2 WATER SYSTEM							
A	16" DIP	L.F.	1,085	\$115.00	\$124,775.00	0	\$0.00
B	16" 22 Degree Bend	Each	4	\$1,080.00	\$4,320.00	0	\$0.00
C	16" 45 Degree Bend	Each	2	\$1,080.00	\$2,160.00	0	\$0.00
				SUB TOTAL	\$131,255.00	SUB TOTAL	\$0.00
3 MISCELLANEOUS							
A	Mobilization	L.S.	1	\$9,000.00	\$9,000.00	0	\$0.00
B	Maintenance and Protection of Traffic	L.S.	1	\$4,500.00	\$4,500.00	0	\$0.00
C	As-Built Drawings	L.S.	1	\$4,500.00	\$4,500.00	0	\$0.00
				SUB TOTAL	\$18,000.00	SUB TOTAL	\$0.00
Construction Cost Estimate					\$215,526.30	TOTAL	\$0.00
	Act 247	10%			\$21,552.63		\$0.00
	Construction Stakeout	2%			\$4,310.53		\$0.00
	Inspection	5%			\$10,776.31		\$0.00
Total Estimate					\$252,165.77		\$0.00

**TOWNSHIP OF SOUTH WHITEHALL
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2022 - __
(Duly Adopted March 2, 2022)**

**A RESOLUTION ADOPTING A TELECOMMUNICATIONS
POLICY FOR PUBLIC MEETINGS OF THE BOARD OF
COMMISSIONERS**

WHEREAS, the First Class Township Code, 53 Pa. Stat. Ann. § 55702, permits the participation of Commissioners in township meetings by means of certain telecommunication devices upon the adoption and enactment of a telecommunications policy; and

WHEREAS, the South Whitehall Township Board of Commissioners wishes to adopt a Telecommunications Policy to allow for remote participation in accordance with the Policy.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, as follows:

SECTION 1. The Board of Commissioners of the Township of South Whitehall adopts the attached Telecommunications Policy pursuant to the authority provided in the First Class Township Code. A true and correct copy of the South Whitehall Township Telecommunications Policy is attached hereto, made a part hereof, and is incorporated herein marked as Exhibit "A".

SECTION 2. This Resolution shall become effective immediately upon enactment.

DULY ADOPTED this 2nd day of March, 2022 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**

By: _____
Diane Kelly, President

ATTEST:

Scott Boehret, Twp. Secretary

TELECOMMUNICATIONS POLICY

1. This policy shall apply to meetings of the Board of Commissioners.
2. Members of the Board of Commissioners may participate in meetings by means of telecommunication devices, such as telephones or computers, which permit, at a minimum, audio communication between locations where a majority of the members of the Board is physically present at the advertised meeting place within the Township and a quorum is established at the convening or reconvening of the meeting.
3. If, after the convening or reconvening of a meeting, a member of the board has been disqualified from voting as a matter of law, but is still physically present, members of the Board participating by telecommunication device in accordance with this policy shall be counted to maintain a quorum.
4. The telecommunications device used must permit the member or members of the Board not physically present at the meeting to speak to and hear comments and votes, if any, of the members of the Board who are physically present, as well as other members of the Board who may not be physically present and are also using a telecommunication device to participate in the meeting.
5. The telecommunications device used must permit the members of the Board to speak to and hear the comments of the public who are physically present at the meeting.
6. The telecommunications device used must permit the members of the Board and the members of the public who are physically present at the meeting to speak to and hear the comments and the vote, if any, of the member or members of the Board who are not physically present at the meeting.
7. Any changes to this policy shall become effective no sooner than thirty (30) days following the vote to change the policy.

Appendix I – Authorized Official Resolution

Be it RESOLVED, that the South Whitehall Township (Name of Applicant) of Lehigh (Name of County) hereby request a Statewide Local Share Assessment grant of \$ 151,815.98 from the Commonwealth Financing Authority to be used for Equipment (Tiger Mower).

Be it FURTHER RESOLVED, that the Applicant does hereby designate Randy Cope (Name), Interim Township Manager (Title) as the official(s) to execute all documents and agreements between the South Whitehall Township (Name of Applicant) and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Scott Boehret, duly qualified Secretary of the South Whitehall Township (Name of Applicant), Lehigh (Name of County) Allentown, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the South Whitehall Township Board of Commissioners (Governing Body) at a regular meeting held March 2, 2022 (Date) and said Resolution has been recorded in the Minutes of the South Whitehall Township BOC (Applicant) and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the South Whitehall Township (Applicant), this 2nd day of March, 2022.

South Whitehall Township
Name of Applicant

Lehigh
County

Secretary, Scott Boehret

President, Board of Commissioners, Diane Kelly **51**

MESSICK'S

A Helping Hand With Your Land

1475 Strickler Road,
Mount Joy PA, 17552
LOCAL: 717-367-1319 TOLL FREE: 800-222-3373

ABBOTTSTOWN • BENDERSVILLE • CARLISLE • MOUNT JOY • HALIFAX



SOUTH WHITEHALL TOWNSHIP (4126)
4444 WALBERT AVE
ALLENTOWN, PA 18104
(610) 398-0407

Quote Details	
Quote#	ELI-59880
Salesperson:	Zimmerman David
Date:	2/23/2022
PO#	

Description	Qty	MSRP	Sale Price	Sale Subtotal
New Holland TS6.110 II Cab Tractor / Series II / Plus Package / 4WD / 110Hp Engine, 90hp Pto / 4 Cylinder Turbocharged Engine / 16FX8R Transmission (Hi - Low) / Power Shuttle / 24.9 MPH Transmission / Powersteering / 540, 1000 Rear PTO / Deluxe Cab With AC & Heat / Sun Roof / Air Ride Seat / Instructor Seat / Radio & Speakers / Front Rear Wipers / Adjustable Tilt Steering Wheel / Cat II 3 Point Hitch With Flexible Link Ends / Telescopic Stabilizers / Reverse Backup Alarm / External 3 Point Ground Control / 14.9-28 R1 Front Tires, 18.4X38 R1 Rear Tires.			\$96,110.00	\$96,110.00
PA State Contact #4400020082 Discount PO needs made to New Holland North America			(\$27,872.00)	(\$27,872.00)
Setup Tractor and Inbound Freight			\$3,000.00	\$3,000.00
Alliance Municipal Tread Radial Tires			\$6,500.00	\$6,500.00

Customer Signature	Date
<p>Sales Quotes are valid for 30-days or though the end of the program period. Messick's is not responsible for typographical errors. Offer only valid when purchased as a package. No warranty offered on used equipment unless stated. Finance rates do not include document or UCC charges.</p>	

Summary of Charges	
Taxable	\$0.00
Non-Taxable	\$77,738.00
Subtotal	\$77,738.00
Sales Tax	\$0.00
Total	\$77,738.00
Exempt Tax Cert #:	
Expiration Date:	

MESSICK'S

A Helping Hand With Your Land

1475 Strickler Road,
Mount Joy PA, 17552
LOCAL: 717-367-1319 TOLL FREE: 800-222-3373

ABBOTTSTOWN • BENDERSVILLE • CARLISLE • MOUNT JOY • HALIFAX



SOUTH WHITEHALL TOWNSHIP (4126)
4444 WALBERT AVE
ALLENTOWN, PA 18104
(610) 398-0407

Quote Details	
Quote#	ELI-59921
Salesperson:	Zimmerman David
Date:	2/24/2022
PO#	

Description	Qty	MSRP	Sale Price	Sale Subtotal
Alamo Samurai 25' Samurai Mower, 1.8 Boom, 4WD Tractors, Joystick Control			\$59,563.00	\$59,563.00
Alamo Rotary Cutting Head 50" Severe Duty Rotary Head, Blade Pan, Joystick Swivel			\$20,567.00	\$20,567.00
Mounting			\$10,209.00	\$10,209.00
PA State Contact # 400020044 Discount PO needs to be made out to Alamo Industrial			(\$16,261.02)	(\$16,261.02)

Customer Signature	Date
<p>Sales Quotes are valid for 30-days or though the end of the program period. Messick's is not responsible for typographical errors. Offer only valid when purchased as a package. No warranty offered on used equipment unless stated. Finance rates do not include document or UCC charges.</p>	

Summary of Charges	
Taxable	\$0.00
Non-Taxable	\$74,077.98
Subtotal	\$74,077.98
Sales Tax	\$0.00
Total	\$74,077.98
Exempt Tax Cert #:	
Expiration Date:	

Appendix I – Authorized Official Resolution

Be it RESOLVED, that the South Whitehall Township (Name of Applicant) of Lehigh (Name of County) hereby request a Statewide Local Share Assessment grant of \$ 25,550.00 from the Commonwealth Financing Authority to be used for Equipment (Subsurface Correlator).

Be it FURTHER RESOLVED, that the Applicant does hereby designate Randy Cope (Name), Interim Township Manager (Title) as the official(s) to execute all documents and agreements between the South Whitehall Township (Name of Applicant) and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Scott Boehret, duly qualified Secretary of the South Whitehall Township (Name of Applicant), Lehigh (Name of County) Allentown, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the South Whitehall Township Board of Commissioners (Governing Body) at a regular meeting held March 2, 2022 (Date) and said Resolution has been recorded in the Minutes of the South Whitehall Township BOC (Applicant) and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the South Whitehall Township (Applicant), this 2nd day of March, 2022.

South Whitehall Township
Name of Applicant

Lehigh
County

Secretary, Scott Boehret

President, Board of Commissioners, Diane Kelly **55**

QUOTATION

FlowNetworkx, Inc /d/b/a 540 Technologies
 540 S HIGH STREET
 PO BOX 30
 SELINGROVE, PA 17870
 570-372-8857



Quote Number	
1692553	
Quote Date	Page
2/21/2022	1 of 2

Quote Expires On 2/28/2022

Proposal Submitted to: 14705
 SOUTH WHITEHALL TOWNSHIP
 4444 WALBERT AVENUE
 ALLENTOWN, PA 18104

Ship To:
 SOUTH WHITEHALL TOWNSHIP
 4444 WALBERT AVENUE
 ALLENTOWN, PA 18104

610-398-0401

Requested By: Rusty Held
 Cell Phone: 610-674-3381

PO/Job Name		Salesperson	Entered By	
CORRELATOR QUOTE		Barry Fetter	DANIEL_BAUSINGER	
Quantity	Item ID	Unit Price		Extended Price
Quoted	UOM	Item Description		Price

Delivery Instructions: SOUTH WHITEHALL TWP.
 4444 WALBERT AVE.
 ALLENTOWN, PA 18104
 ATTN: RUSTY HELD PHONE # 610-674-3381

COSTARS - 016-115

Due to the recent unprecedented market conditions, 540 Technologies reserves the right to implement prices (provided by way of a quotation or in person) at the time of delivery. Any shipment changes representing a price increase, the buyer will be notified and afforded an opportunity to confirm. This quotation is strictly for budgetary purposes and represents pricing based on current market conditions. Thank you for your patience and understanding.

1.00	EA	MCT-US/STD FCS TRICORR TOUCH PRO CORRELATOR COMPLETE (INCLUDES 2 TETHERS, HEADSET, DI-ELECTRIC GREASE, AND 10 PIN CAP)	\$25,500.00	\$25,500.00
------	----	--	-------------	-------------

<i>Total Lines: 1</i>		SUB-TOTAL:	25,500.00
		TAX:	0.00
<i>Total Freight In: 0.00</i>	<i>Total Freight Out: 50.00</i>	TOTAL FREIGHT:	50.00
		EXTENDED QUOTE \$:	25,550.00

QUOTATION

FlowNetworkx, Inc /d/b/a 540 Technologies
 540 S HIGH STREET
 PO BOX 30
 SELINGROVE, PA 17870
 570-372-8857



Quote Number	
1692553	
Quote Date	Page
2/21/2022	2 of 2

Quote Expires On 2/28/2022

Quantity		Item ID Item Description	Unit Price	Extended Price
Quoted	UOM			

FlowNetworkx, Inc /d/b/a 540 Technologies
TERMS AND CONDITIONS OF SALE

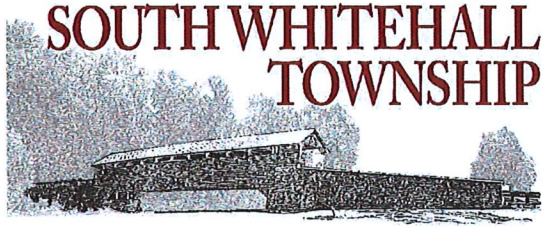
- 1. EXPIRATION.** This offer expires 2/28/2022 and may be revoked prior to expirations unless expressly accepted by Purchaser.
- 2. TAXES.** Purchaser is responsible for all taxes, including but not limited to; federal, state, and/or municipal sales, use, excise, or other taxes assessed on the goods. Sales tax will be charged unless a valid tax exemption certificate is received by Seller prior to delivery. Exemption certificates received more than sixty (60) days after delivery will not be honored.
- 3. DELIVERY TERMS.** The place for delivery of the Goods is:
 4444 WALBERT AVENUE, ALLENTOWN, PA 18104, .
 Unless specific written instructions are included with this Quote, the cost of transportation of the goods to the location listed here shall be borne by the Seller, when delivered by the Seller's personnel and vehicle. Seller assumes the risk of all deliveries up to the point when the goods leave the Seller's control. If the Purchaser requests special handling, partial shipments, or rush delivery the Purchaser will be responsible for the freight costs. Purchaser assumes all risk of loss during delivery of goods by third party. In the absence of written instructions from Purchaser to the contrary, Seller, on behalf of Purchaser, shall exercise its discretion as to all matters of shipment used.
- 4. PAYMENT TERMS.** Payment terms are: Net 30
 Thereafter, a service charge of 1.5% per month will be added to the unpaid balance, until the account is paid in full. Accounts with past due balances may be refused future deliveries. Seller shall be entitled to recover from Purchaser all costs of collection of unpaid balances, including, but not limited to, reasonable attorneys' fees, court costs, and interest.
- 5. SPECIAL ORDERS.** Orders for materials that are non-stock are non-cancellable and non-returnable.
- 6. RETURNS.** Any returns of materials must have prior authorization and are be subject to inspection for re-salability. A minimum 25% handling and restocking charge will be charged on these items.
- 7. WARRANTIES.** The goods shall be free from defects in material and workmanship. The goods will conform to designated specifications, when we are advised in advance of quotation. All manufacturers warranties shall be passed on and flow to the Purchaser/Owner. Seller shall not be obligated or liable under any manufacturer's warranty. Seller shall not be liable for any warranty offered by the Seller for any goods that are modified, altered, misused, damaged, improperly handled or stored, or otherwise improperly treated or used.
- 8. LIMITED LIABILITY.** Seller shall not, under any circumstances, be responsible for special, indirect, incidental, consequential, liquidated, or penal damages resulting from the contract under this Quote or the performance or breach thereof, or from the design, manufacture, sale, delivery, operation or use of any goods or equipment covered by or furnished under this Quote. The liability of Seller shall in no case exceed the price paid by the Purchaser for the goods. Seller disclaims all liability, whether in contract, tort (including negligence), warranty or other grounds, to any party other than the Purchaser. The Purchaser's sole and exclusive remedy, whether based upon warranty, contract or tort, is pursuant to the warranty contained in paragraph 5.
- 9. DISCLAIMERS.** Except as expressly set forth herein, Seller hereby disclaims, and Purchaser hereby waives, all other warranties, whether express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- 10. GOVERNING LAW.** This Quote shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law, and without regard to rules of construction relating to which party drafted this Quote.
- 11. SEVERABILITY.** In the event any provision of this Quote is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Quote will remain in effect.
- 12. ENTIRE AGREEMENT.** This Quote is the complete agreement between Seller and Purchaser and there are no other written or oral understandings, directly or indirectly, that are not incorporated herein. Seller reserves the right to change the quoted prices, if this quotation is not accepted in its entirety.

I/we, _____, hereby agree to purchase the goods presented on this quotation and to accept the terms and conditions listed above.

 Signature

 Title

 Date



**MEMORANDUM FOR
AGENDA ITEMS**

TO:	Board of Commissioners
FROM:	Mike Kukitz
DATE:	March 2, 2022
SUBJECT:	Millhouse Roof Replacement
COPY TO:	R. Cope, S. Boehret

- **Background Information and/or Justification of Expense:**

The township owns the property located at 2503 Wehr Mill Road, Allentown PA 18066. The roof on this building is very old and is in need of replacement.

- **Action Requested:**

The township received three (3) bids to complete the roof replacement for the property located at 2503 Wehr Mill Road. Staff is respectfully requesting the Board of Commissioners award the contract to Lehigh Valley Roofers in the amount of \$7,225.00.

- **Budget Line Item (if applicable):** *Please indicate approved budget amount for specified project(s).*

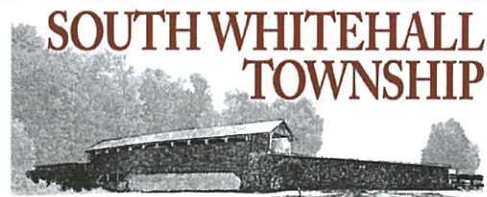
04451003 40982 – Open Space Capital

*This was budgeted at \$10,500 in the 2022 budget.

2022 Millhouse Roof Project

Contractor Tracking Sheet

COMPANY NAME	EMAIL	PHONE	TOTAL PROJECT BID
Paul Wright Roofing	info@paulwrightroofing.com	610-770-3979	\$9,632.00
Lehigh Valley Roofers	delivery@email.joistapp.com	484-239-5311	\$7,225.00
Hassler Roofing	emily@hasslerroofinginc.com	610-694-0400	\$7,225.00





PAUL WRIGHT ROOFING

Submitted to:
South Whitehall Township
2503 Wehr Mill Road
Allentown PA 18104

Site Location:
2503 Wehr Mill Road
Allentown 18104

Tue, Sep.14, 2021

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the following:

Install tarps as necessary to protect home and landscaping from re-roofing work. Remove and dispose of existing shingle roofing. Install ice and water shield on all eaves, valleys, and around all roof penetrations. Install edge metal, synthetic felt, vent collars, ridge venting, and shingle with GAF Timberline HDZ shingles. Completely re-flash chimney: cut new reglets with diamond saw, bend new counter flashing out of aluminum trim coil, install in reglets, and caulk to seal. Provide GAF Weather stopper Limited Lifetime warranty upon completion. Remove tarps and clean up gutters and grounds.

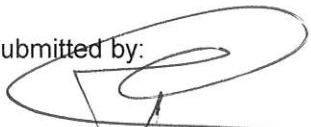
Install 6 feet ice and water shield 1

Any unsound decking will be replaced at an additional cost of \$10.00 per linear foot for 3/4" board, \$110.00 per sheet of 1/2" plywood or \$130.00 per sheet of 3/4" plywood. All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and the specifications submitted for above work and completed in a substantial workmanlike manner for the sum of: **\$9,632.18**

Payment Requirements

\$3,000.00 down with balance due upon completion

Submitted by:



Troy Long
Paul Wright Roofing

1. Any alteration or deviation from the above specifications will become an extra charge over and above the estimate.
2. Owner to carry fire, tornado and other necessary insurance on above work.
3. Workmen's Compensation and Public Liability Insurance on the above work will be carried by PAUL WRIGHT CONTRACTING, INC.
4. NOTE: This proposal may be withdrawn by PAUL WRIGHT CONTRACTING, INC. if not accepted within 7 days.
5. PA Office of Attorney General Bureau of Consumer Protection: 1-888-520-6680

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above. Payments will be made as specified above.

Signature and Date

ESTIMATE



Mike Kukitz
2503 Wehr Mill Road
Allentown, PA 18104
(610) 349-7793

Lehigh Valley Roofers LLC

Phone: (484) 239-5311
Email: lehighvalleyroofers@gmail.com
Web: LehighValleyRoofers.com

Estimate # 002001
Date 02/03/2022
Business / Tax # HIC # PA128291

Description

Total

Shingle Roof Replacement

\$7,225.00

First, we'll start with the replacement of the house roof with a durable, 50-year, NON-PRORATED warranty (transferable), Signature Select Atlas Roofing System in which we'll register upon completion. The Atlas High Performance Scotchgard shingles consist of larger exposures so fewer shingles are needed thus adding more strength than the average shingle. Also including better wind protection for up to 130 MPH winds, along with a lifetime protection against BLACK STREAKS CAUSED BY ALGAE by way of 3M technology. The Scotchgard Algae Resistant Roofing System is the single most effective algae solution available and uses 3M copper roofing granules. 3M Innovation utilized the copper granule as the technical solution to the roof algae problem. When the optimum blend of copper-fortified granules in the Scotchgard Algae Resistant Roofing System is uniformly distributed across the surface of quality asphalt shingles in precise combination with standard colored granules, you're assured of built-in, long-term algae and stain resistance. Of course the shingle installation is the last step so after a thorough inspection of all rafters and wood decking, ice and water shield is applied to protect the eaves and valleys from water infiltration. After that, synthetic underlayment will cover the entire roof of which contains higher strength and a 60 day UV exposure. This project includes the color and style shingle of your choice, TruRidge ridge vent installations, drip edge, ridge capping, color-matching pipe boots, disposal of waste, permits, and labor

Each sheet of plywood replaced is an extra \$100 per sheet.

We'll require half down when signing the contract and the rest upon completion within 7 days.

Workmanship on the outlined above is guaranteed for ten years on the date of completion.

This estimate is good for 30 days due to rapid price fluctuations. Thanks for your consideration and we're looking forward to doing the project, gaining a new client, and adding this to our portfolio.

Specifications for work described above:

- 1.) Remove current shingle roof and dispose of all debris.
- 2.) Install Weather Master ice and water shield per code.
- 3.) Install Summit 60 synthetic underlayment.
- 4.) Install continuous TruRidge ridge vent.
- 5.) Install Atlas Pro Cut hip/ridge shingles.
- 6.) Install F5M drip edge along with matching-colored pipe collars.
- 7.) Install Atlas Pinnacle Pristine shingles with Scotchgard Lifetime protection.
- 8.) Register the 50-year, NON-PRORATED warranty upon completion.
- 9.) Honor the 10 year workmanship guarantee.

Roof start date may be postponed due to weather. Currently 2-3 weeks out weather pending.

* Note:

Replace the chimney metal at roof line

We do offer 0% Financing for 6 Months. Please click the below link to see if you are eligible.
<https://applyatffc.com/43LV>

Subtotal	\$7,225.00
Total	\$7,225.00

Thanks for your business! We accept cash, check, credit card (3% fee added), or debit card via Venmo or Zelle (depending on what the daily maximum limit is).

By signing this document, the customer agrees to the services and conditions outlined in this document.

Mike Kukitz



Proposal

HASSLER ROOFING, INC.

5764 Route 145
Laurys Station, PA 18059
www.hasslerroofinginc.com
PA013193



Date: February 1, 2022	Name: Mike Kukitz	Phone: 610-349-7793
Customer Email: kukitzm@southwhitehall.com	Job Location (Street Address): 2503 Wehr Mill Road	City, State, and Zip Code: Allentown, PA 18104

NEW ROOF PROPOSAL: We hereby propose to furnish the materials and perform the necessary labor for the completion of the new shingle roofs in the following areas:

- 1) Remove existing roof system (one layer) down to existing deck and haul away all job-related debris.
- 2) There will be an additional charge of \$100/square to remove each additional layer.
- 3) Inspect the roof deck and replace any inferior plywood at a rate of \$100/sheet of ½" CDX plywood.
- 4) Any additional structural work will be completed on a time and material basis.
- 5) Furnish and install new aluminum drip edge on entire structure. Color: _____
- 6) Furnish and install new ice and water shield along gutter edge (three feet), in all valleys (three feet), around all pipes, and around all chimneys.
- 7) Furnish and install full synthetic underlayment on the remainder of the entire structure.
- 8) Furnish and install new aluminum vent pipe collars around all pipes.
- 9) Flash all walls, chimneys, and any other roof penetrations as required.
- 10) Furnish and install new ridge vent.
- 11) Furnish and install new GAF Timberline HDZ Lifetime architectural shingles using 1¼" galvanized roofing nails.
Color: _____
- 12) Provide a 10-year workmanship warranty.
- 13) Any additional work:

We propose hereby to furnish material and labor, complete in accordance with above specifications, for the sum of:

Total Job Cost: \$7,225.00	50% Deposit Due Upon Acceptance: \$3,612.50	Balance Due Upon Completion: \$3,612.50
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Note: This proposal may be withdrawn by us if not accepted within 15 days. Visa, MasterCard, Discover subject to 3% additional charge. Ask about our financing options from GreenSky.

Authorized Signature: Randy B Hassler

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. I have read and agree to all the terms. Hassler Roofing, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature: _____ Date of Acceptance: _____

↓ OFFICE USE ONLY ↓

Date Contract Received:	Date Deposit Received:	Date Roof Complete:
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Addendum



HASSLER ROOFING, INC.

5764 Route 145

Laurys Station, PA 18059

www.hasslerroofinginc.com

PA013193



Permits: Hassler Roofing, Inc. will apply for and pick up all necessary permits for the specified work. The permit fees will be added to the final balance due. Customer is responsible for scheduling any necessary inspections with their municipality.

Material: Any material left over after the completion of the specified work is the property of Hassler Roofing, Inc.

Satellites/Antennas: All satellite dishes, antennas, and any other structures fastened to the roof will be removed by Hassler Roofing, Inc. and not re-installed. If the customer desires, they must schedule the re-installation with the service provider or anyone else they choose. We are not responsible for any lost signal or damaged equipment during the removal and installation of the roof.

HVAC, Electrical, and any other piping/wiring in the attic: Hassler Roofing, Inc. assumes no responsibility for damage to any HVAC, electrical wires, plumbing, or anything else located within 6" of the underside of the roof deck during the completion of the outlined work. These areas should be inspected by the customer or a professional prior to the start of the outlined work.

Warranty: The proposal/contract that is signed by the customer serves as the customer's proof of warranty. Please keep a copy for your records as you will need it if any warranty issue should arise.

Roof decking: The replacing of inferior roof decking is a judgement call. Sometimes it is obviously rotten and sometimes it is marginally bad. What one customer considers inferior another may consider good enough. If the customer is not present to inspect and instruct, Hassler Roofing, Inc. will use its best discretion in what decking on your behalf and agreeing to pay for the replacement.

Balance: The balance of the completed job is due in full the day the work is complete. If for any reason the balance is not paid upon completion a finance charge of 10% will be added after 10 days and every 30 days thereafter.

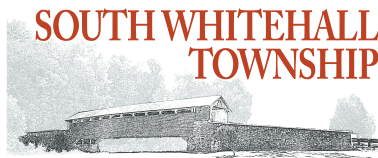
Nail pops: Replacing a roof is very intense. There is a lot of banging, nailing, vibrating, removing and reinstalling plywood, handling of heavy bundles of shingles and other materials, and several workers walking around on the roof all day. These disturbances can sometimes lead to nail pops in the drywall an/or items falling from shelves or from other wall brackets. Hassler Roofing, Inc. assumes no liability for nail pops or any broken items due to these actions.

Scheduling: We will try our best to be flexible with your schedule and give 24-48 hours' notice before arriving. That timeframe is the ideal time to call schedule a service provider to come and reinstall a dish for minimum down time. We ask that all vehicles be out of the driveway/garage the night before we arrive. If you have dogs, we ask that you please pick up the yard. Please move any patio furniture or other belongings that will interfere with the work, or could possibly be damaged, to a safe location. Anything that is not moved will be moved and/or tarped by Hassler Roofing, Inc.

Acceptance of Addendum – The above specifications and conditions are satisfactory and are hereby accepted. I have read and agree to all the terms. Hassler Roofing, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____



Agenda Item Details

Meeting	Mar 02, 2022 - Board of Commissioners
Category	9. CORRESPONDENCE AND INFORMATION ITEMS
Subject	A. Boards and Commissions - Informational Items/Vacancies
Access	Public
Type	Information

Public Content

CURRENT VACANCIES ON BOARDS/COMMISSIONS:

1. Civil Service Commission - 1 Alternate Vacancy
2. Landscape Shade Tree Commission - 2 Vacancies
3. Park & Recreation Board - 1 Vacancy
4. Planning Commission - 1 Vacancy
5. Zoning Hearing Board - 1 Alternate Vacancy
6. Vacancy Board - 1 Vacancy

UPCOMING MEETINGS: Details posted on website.

- Monday, March 7th - Public Safety Commission, 7:00 p.m.
- Tuesday, March 8th - Comprehensive Plan Workshop, 7:00 p.m.
- Wednesday, March 9th - Civil Service Commission, 1:00 p.m.
- Wednesday, March 9th - Board of Commissioners Workshop, 6:00 p.m.
- Thursday, March 10th - Emergency Management Services Meeting, 7:00 p.m.
- Monday, March 14th - Parks and Recreation Board, 7:00 p.m.

Administrative Content

Executive Content

Proposal

Wehr's Dam
Rehabilitation Project

Prepared for
South Whitehall Township

February 21, 2022

Michael Baker
INTERNATIONAL

Exhibit A: Scope of Work

This Proposal includes the following tasks:

- Task 1 – Construction Administration
- Task 2 – Onsite Representative

A detailed Scope of Work (SOW) for each task is provided in the following sections.

Task 1 – Construction Administration

Michael Baker will provide Construction Administration services consisting of preparation of bid specifications, a review of submittals, response to Requests for Information (RFIs), review of change orders, attendance at five onsite meetings, field coordination with onsite representative, review of construction field reports, and preparation of record drawings.

The PADEP dam certification will also be performed under this task. The certification will include the preparation of the PA Dam Safety Certification form, record drawings, and construction field reports. Under this task, a Professional Engineer registered in the state of Pennsylvania, qualified in dam rehabilitation, will coordinate with the consultant's onsite representative in order to ensure that construction is executed in accordance with the approved construction documents.

Deliverables: Electronic PDF of; PADEP Dam Safety Certification Submission, Submittal Reviews, RFI Correspondences

Task 2 – Consultant's Onsite Representative

Michael Baker will provide an onsite representative to observe construction to verify that the project is being constructed in accordance with the approved plans and specifications. The minimum qualifications for the consultant's onsite representative are a degree in engineering, a minimum of one year of construction inspection experience, or a minimum of five years of experience in heavy civil construction for a non-engineering degree representative.

This task assumes a total construction duration (from mobilization to closeout inspection) of 22 weeks. It is assumed that the onsite representative will be on-site for 4 hours, 2-3 days per week. The representative will optimize the site visits to occur during the critical construction operations. A brief summary of the representative's field observations will be prepared for each day onsite. The report will include photographic documentation of the work observed during the site visit. If additional onsite time is required and/or requested by the Township, we will notify the Township representative and solicit authorization as supplemental work.

If the construction schedule is extended, a request for the additional scope and fee will be prepared to provide the additional oversight.

This Work Order includes costs for travel mileage for the onsite representative and preparation of a site report for each onsite visit.

Deliverables: Electronic PDF of Site Visit Reports**3.0 Budget**

A detailed breakdown of the labor cost and other direct costs (ODCs) is presented in Attachment A. The services under this Work Order will be performed at a Not-To-Exceed cost of \$77,260.

4.0 Terms and Conditions

This Work Order will be performed in accordance with our standing standard client agreement with the township dated August, 21, 2015.

5.0 Exclusions and Assumptions

This Work Order does not include any topographic survey, geotechnical investigation, material testing, quantity tracking, or time on site outside of those described above, or any other work not described in this Work Order. It is assumed that the Record Drawing for the dam safety submission will comprise of the Contractor As-Built topographic survey and construction redline mark-ups. As such this estimate does not include any topographic survey of the dam or preparation of Computer Automated Drafted Record Drawings. We expect the work to start summer 2022. Any and all documentation and submittals will be digital.

The Contractor will maintain as-built records (annotated plans), which the Township will furnish to Michael Baker in presentable form. These as-builts (i.e., red lined pdfs) will be attached to the certification form that is submitted to PaDEP Dam safety.

The Dam Safety Certification Form requires that we report both the design and construction cost (broken down by major feature), which we will need Township/Contractor input to solicit that information to complete the Certification Form.

**SOUTH WHITEHALL TOWNSHIP
WEHR'S DAM REHABILITATION
COST BREAKDOWN**

TASK	LABOR				TOTAL LABOR COST	ODC COST	TOTAL COST
	Project Manager \$130.00	Senior Tech Consultant \$213.00	Inspector \$91.00	TASK HOURS			
1.0 Consultant's Project Manager							
Perpare Construction Documents	24			24	\$3,120.00		\$3,120
Pre-Construction Meeting, 3 Site Visits, Substantial Completion	4	80		84	\$17,560.00	\$2,000	\$19,560
Submittal Reviews		8		8	\$1,704.00		\$1,704
RFI, Change Orders, Pay Request, Contract Warranties & Closeout	24	16		40	\$6,528.00		\$6,528
Project Representative Coordination - Geotechnical Consultant		100			\$21,300.00		\$21,300
Record Drawings	4	16			\$3,928.00		\$3,928
E&S Permit Closeout	4				\$520.00		\$520
2.0 Consultant's Project Representative							
Month 1 - May 2022 - (5 weeks, 2-3 visits per week)			50	50	\$4,550.00	\$116	\$4,666
Month 2 - June 2022 - (4 weeks, 2-3 visits per week)			40	40	\$3,640.00	\$116	\$3,756
Month 3 - July 2022 - (4 weeks, 2-3 visits per week)			40	40	\$3,640.00	\$116	\$3,756
Month 4 - August 2022 - (5 weeks, 2-3 visits per week)			50	50	\$4,550.00	\$116	\$4,666
Month 5 - September 2022 - (4 weeks, 2-3 visits per week)			40	40	\$3,640.00	\$116	\$3,756
TOTAL	60	220	220	376	\$74,680	\$2,580	\$77,260.00

Michael Baker International
645 Hamilton Street, Suite 206, Allentown, PA 18101

Michael Baker
INTERNATIONAL

