

**Wednesday, August 3, 2022**  
**Board of Commissioners**

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

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**1. CALL TO ORDER**

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**2. PLEDGE OF ALLEGIANCE**

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**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/or Personnel Matters: Prior to this evening's August 3rd Meeting.

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

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**5. MINUTES**

A. July 20, 2022 - Board of Commissioners Meeting Minutes

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**6. PRESENTATIONS**

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**7. ORDINANCES**

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**8. RESOLUTIONS**

A. A Resolution of the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania, Appointing Thomas Petrucci as Township Manager

B. A Resolution Extending the Conditional Preliminary/Final Approval Granted to a Major Plan Entitled "Parkland Manor Phase 4 Senior Living"

C. A Resolution Appointing Vincent Quinn as a Regular Member of the South Whitehall Township Civil Service Commission

D. A Resolution Approving and Adopting the First Amendment to Contract for "Residential Municipal Solid Waste (MSW) Collection, Disposal and Recycling Services" to Provide for an Extension of One Year Through 2023

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**9. MOTIONS**

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**10. CORRESPONDENCE AND INFORMATION ITEMS**

A. Boards and Commissions - Informational Items/Vacancies

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**11. OLD BUSINESS**

A. Wehr's Dam

B. Comprehensive Plan Update - Explanation by Chris Stroehler, Long-Range Planner, Community Development Department

C. Jordan Creek Greenway, Phase 1 - River Road (Shared Pathway) - Explanation by Mike Kukitz, Parks & Recreation Manager

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**12. DIRECTION/DISCUSSION ITEMS**

A. Nixel 360 Platform

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

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**14. MOTION TO AUTHORIZE PAYMENT OF INVOICES & DISBURSEMENTS**

A. Invoices and Disbursements

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**15. EXECUTIVE SESSION**

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**16. ADJOURNMENT**

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**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2022-\_\_  
(Duly Adopted August 3, 2022)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH  
WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA,  
APPOINTING THOMAS PETRUCCI AS TOWNSHIP MANAGER**

**WHEREAS**, the Office of Township Manager was established by Ordinance 45 on April 13, 1966, which was subsequently amended via Ordinance No. 22 (enacted August 4, 2010), Ordinance No. 948 (enacted April 18, 2012), Ordinance No. 989 (enacted November 5, 2014), and Ordinance No. 1001 (enacted September 16, 2015); and

**WHEREAS**, the Office of Township Manager is codified in Chapter 50, Article I of the Code of the Township of South Whitehall.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, that the Board of Commissioners of South Whitehall Township, hereby appoints Thomas Petrucci to serve as Township Manager subject to applicable law and the following conditions:

1. The Township Manager shall perform the job duties and responsibilities as outlined in the Township Manager Ordinance, codified as Chapter 50, Article 1 of the Code of The Township of South Whitehall, as amended and as may be amended or replaced from time to time in the future, and set forth in an Employment Agreement, which is attached hereto and incorporated herein as Exhibit "A".
2. The Township Manager shall devote his full time, ability and attention to Township business during his time as Township Manager.
3. All other terms of employment applicable to the Township Manager are outlined in the Employment Agreement and/or the Township Employee Handbook.

**DULY ADOPTED** this 3<sup>rd</sup> day of **August 2022** by a majority of the Board of Commissioners of the Township of South Whitehall Township, 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, or Secretary in the absence of both the President and Vice-President, execute this Resolution with said Employment Agreement being attached hereto and incorporated herein as Exhibit "A" on behalf of the Board.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

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Diane Kelly, President

ATTEST:

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Scott Boehret, Twp. Secretary



## **MUNICIPAL MANAGER EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made this \_\_\_\_ day of August 2022, by and between the **TOWNSHIP OF SOUTH WHITEHALL** (“Township”), by and through its Board of Commissioners (“Board”) and **THOMAS PETRUCCI** (“Petrucchi”) (collectively, the “Parties”) setting forth Petrucci’s terms and conditions of employment.

**WHEREAS**, South Whitehall Township is a Township of the First Class in the Commonwealth of Pennsylvania;

**WHEREAS**, the Board desires to employ the services of Petrucci as Township Manager;

**WHEREAS**, Petrucci desires to be employed as Township Manager of South Whitehall Township; and

**WHEREAS**, by majority vote of the Board at an advertised public meeting, the terms and provisions of this Agreement have been approved.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and intending to be legally bound, the Parties hereby agree as follows:

**1. Term of Agreement.**

a. This Agreement shall become effective as of the date it is signed by the Parties and continue in effect until the date of the Board of Commissioners’ organizational meeting following the next municipal election.

b. Notwithstanding the term of this Agreement, the Township and Petrucci acknowledge and agree that Petrucci at all times shall remain an at-will employee who is subject to termination for any reason or for no reason at all at any time during or after the term of this Agreement. Nothing contained herein shall alter the at-will presumption of employment, serve to provide Petrucci with a reasonable expectation of ongoing employment or convey a property right in continued employment to Petrucci.

**2. Duties.** The Township hereby agrees to employ Petrucci as Township Manager of South Whitehall Township to perform the functions and duties specified in the South Whitehall Township Code, the Pennsylvania First Class Township Code, and the Job Description attached as Exhibit 1, as each may be amended from time to time, and to perform such other duties and functions as the Board may assign Petrucci from time to time.

**3. Base Compensation.**

a. The Township agrees to pay Petrucci an annualized base salary for all services rendered of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00), less applicable taxes and deductions, payable on regular Township pay days. Future modifications to Petrucci's base salary shall be determined by the Township's Board of Commissioners in its sole discretion.

b. As the highest-ranking management employee of the Township, Petrucci shall be considered an "exempt" employee under federal and state wage and hour laws. Therefore, Petrucci shall not be entitled to any additional compensation (i.e., overtime pay or compensatory time off) for any hours worked over forty (40) during any given workweek.

**4. Benefits.** During his employment, Petrucci is eligible for the following benefits:

a. Petrucci and his eligible dependents, if any, may participate in Township-sponsored health care, vision, and dental benefits in the same manner and on the same terms and conditions, including any applicable co-payments and premium payments, as are applicable to other managerial employees and as may be amended from time to time.

b. Additional fringe benefits, in the same manner and at the same level as the Township provides to other managerial employees as set forth in the Township's Handbook, as may be amended from time to time, including:

i. Short-term disability and long-term disability insurance coverage provided by the Township and administered by a third-party administrator or insurance company chosen by the Township;

ii. Participation in the Township's defined contribution pension plan to which the Township currently contributes six percent (6%) of annualized base salary; and

iii. Paid holidays as recognized annually by the Board.

c. After ninety (90) days of employment, Petrucci will be eligible for fourteen (14) paid sick days for the year 2022, prorated in accordance with the number of days worked for the Township in 2022. Effective January 1, 2023, Petrucci will be eligible for ten (10) sick days annually, prorated in accordance with days worked for the Township during the calendar year.

i. If Petrucci does not use any sick days during a full calendar year of employment, the Township shall pay Petrucci One Thousand Two Hundred Fifty Dollars and No Cents (\$1,250.00), less applicable taxes and deductions, in January of the following calendar year. If Petrucci uses up to sixteen (16) hours of sick leave in a full calendar year of employment, the Township shall pay Petrucci Seven

Hundred Fifty Dollars and No Cents (\$750.00), less applicable taxes and deductions, in January of the following year.

- ii. To be eligible to receive payments as set forth in Paragraph 4 (c)(i), Petrucci must be employed by the Township for the entirety of the preceding calendar year. For the year 2022, the amount of payment to Petrucci, if any, for use of sick leave shall be prorated in accordance with the number of days worked for the Township in 2022.
- iii. Unused sick leave shall not carry over from year to year or be paid out upon termination of employment for any reason.
- d. Petrucci is eligible for up to twenty-one (21) days of paid time off (“PTO”) annually, to include vacation and personal time, which shall be paid and used in accordance with the policies and procedures set forth in the Employee Handbook, as they may be amended from time to time. PTO time for 2022 shall be prorated in accordance with the number of days worked for the Township in 2022.

**5. Township Vehicle and Equipment.**

- a. The Township shall provide Petrucci with a Township-owned vehicle to be used exclusively for Township-related business.
- b. The Township shall also provide Petrucci with a smart phone to be used exclusively for Township-related business and in accordance with the policies and procedures set forth in the Employee Handbook, as they may be amended from time to time. The Township shall pay for the cost of the smart phone and monthly charges.
- c. The vehicle and smart phone provided shall remain property of the Township and shall be relinquished to the Township upon separation from employment.

**6. Reimbursement of Business-Related Expenses.** The Township shall reimburse Petrucci for customary and necessary expenses reasonably incurred in the course of performing his duties for the Township. Reimbursement will be made in accordance with applicable Township policies and procedures, as they may be amended from time to time.

**7. Professional Dues and Training.** The Township shall pay the annual membership dues for the International City/County Management Association (ICMA) and the Association for Pennsylvania Municipal Management (APMM). With preapproval of the Board and subject to the Township’s policies and procedures regarding expenses and reimbursement as they may be amended from time to time, Petrucci shall be permitted to attend conferences, meetings, and continuing education programs/seminars of professional training organizations.

**8. Severance.**

a. ***Termination by the Township for Reasons Other Than for Cause.*** In the event Petrucci is terminated from employment by the Township for reasons other than for cause (as defined below), upon execution of a separation and general release agreement satisfactory to the Township, the Township shall provide Petrucci:

- i. A severance payment equal to three (3) months' salary (including all paid holidays that occur within the three (3) months) at his then current rate of pay, less all applicable taxes and deductions ("Severance Payment"). The Severance Payment shall be paid in a lump sum or in equal weekly installments, at Petrucci's option.
- ii. If Petrucci timely elects continued medical, dental, or vision coverage pursuant to the Public Health Service Act, the Township shall also pay the cost of such continued coverage for a period of three (3) months ("Continued Coverage").

b. ***Termination by the Township for Cause.*** If Petrucci is terminated from employment for cause as defined below, the Township shall have no obligation to provide Severance Pay or Continued Coverage to Petrucci, but shall pay him for accrued, unused PTO standing to his credit as of his termination.

For purposes of this severance provision, "cause" shall be defined as follows:

- i. Violation of any federal or state law which provides that such violation constitutes a misdemeanor or felony;
- ii. Willful disobedience of the orders or directives of Board of Commissioners;
- iii. Engaging in immoral or indecent conduct or any misconduct involving fraud or dishonesty, regardless of whether or not such conduct is criminal in nature or results in a criminal prosecution and/or conviction;
- iv. Falsification by Petrucci of Township records or other Township information;
- v. Theft of Township property or possessions; and/or
- vi. Possession or use of a controlled substance without a valid prescription from a medical provider or in a manner inconsistent with such prescription, or the sale or attempted sale of controlled substances.

c. ***Termination by Petrucci.*** In the event that Petrucci voluntarily resigns from employment, he shall not be entitled to any Severance Pay, but shall be entitled to compensation for any accrued, unused PTO standing to his credit at separation, provided he provides the Township thirty (30) days' advanced notice.

**9. Return of Township Property.** Upon termination of Petrucci's employment with the Township for any reason, Petrucci shall immediately return to the Township any and all Township property issued to him including but not limited to building key(s), office key(s), the key(s) to any Township vehicle, Township-issued electronic equipment, and any password(s) and/or back-up software possessed by Petrucci. In addition, Petrucci shall not access, or have others access for him, the Township's computer network or databases. Upon termination of employment, Petrucci agrees to notify the Township of any other items to which he had or has access, authorization, passwords, or credit accounts relating to the business of Township, and to immediately provide all such information to the Township's Payroll/HR Coordinator without retaining any such information thereafter.

**10. Confidentiality.** Petrucci agrees that he shall hold any confidential Township information learned or received by him during the course of his employment with the Township in strict confidence and shall exercise a reasonable degree of care to prevent disclosure of such information to others. Petrucci shall not disclose or divulge either directly or indirectly any confidential Township information to others unless first authorized to do so in writing by the Board of Commissioners. This duty and responsibility shall continue into perpetuity and shall survive the termination of this Agreement.

**11. Notice.** Any notice required or desired to be given under this Agreement shall be in writing and shall be delivered either by certified mail, return receipt requested, or by FedEx, Standard Overnight Service, or by other nationally recognized overnight delivery service requiring a signature for receipt. Notices delivered by certified mail shall be deemed communicated on the next business day after mailing.

Notices from the Township shall be delivered to:

Thomas Petrucci  
1014 W. Market Street  
Bethlehem, PA 18018

Notices from Petrucci shall be marked "URGENT - PERSONAL AND CONFIDENTIAL" and delivered to:

President  
South Whitehall Township Board of Commissioners  
4444 Walbert Avenue  
Allentown, PA 18104

With copy to the Township Solicitor as follows:

Joseph A. Zator II, Esq.  
Zator Law  
American Heritage Building  
4400 Walbert Avenue at Ridgeview Drive  
Allentown, PA 18104

Either party may designate a different place to which notices shall be delivered by giving written notice to that effect to the other party in accordance with the provisions of this Section.

**12. Waiver of Breach.** The Township's waiver of a breach of any provision of this Agreement by Petrucci shall not operate or be construed as a waiver of any subsequent breach by Petrucci. No waiver shall be valid unless in writing and signed by an authorized official of the Township.

**13. Miscellaneous and General Provisions.**

a. This written Agreement constitutes the entire understanding between the Parties and supersedes any prior understandings or agreements, proposed or otherwise, oral or in writing, between the Parties relative to Petrucci's employment by the Township.

b. This Agreement may be modified only in writing signed by Petrucci and an authorized representative of the Board of Commissioners and shall be binding upon and inure to the benefit of the Township and its successors and assigns and shall be binding upon Petrucci, his heirs and legal representatives.

c. Should any part of this Agreement be declared or determined by any administrative agency, court or other tribunal of competent jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term or provision shall be stricken and severed from this Agreement and all other terms of the Agreement shall remain in full force and effect to the fullest extent permitted by law, even if such enforcement requires that the provision(s) in question be modified by a court or other tribunal.

d. This Agreement shall be governed and interpreted under the laws of the Commonwealth of Pennsylvania.

e. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.



**EXHIBIT 1**  
**South Whitehall Township Manager Job Description**

(Updated June 1, 2017)

Position Title: Township Manager

Reports To: Board of Commissioners

Overview: The Township Manager's authority shall come from the Board of Commissioners as a whole. Manage day-to-day Township operations. Serve as a central point of contact among the Board of Commissioners, staff and the community. Provide for continuity of operations through changes in Board membership. Foster a positive, progressive and accessible environment for officials, staff and public.

The Township Manager shall perform the following duties and responsibilities in addition to those outlined in the Code of the Township of South Whitehall, Chapter 50, Article I, as amended, and as may be amended or replaced from time to time in the future:

1. Direct and supervise activities of all municipal departments and functions, unless the Board of Commissioners takes action to the contrary.
2. Carry out all policies and programs established by the Board of Commissioners.
3. Responsible for the overall coordination, administration, and enforcement of all Township ordinances and resolutions and ensuring said coordination, administration, and enforcement is consistent with the Board of Commissioners' policy-making discretion.
4. Manage and provide for the supervision of public improvements, works and undertakings of the Township.
5. Manage and provide for the supervision for the Board of Authority and Police Department.
6. Manage Township funds and ensure funds are properly invested to provide an appropriate return and liquidity.
7. Attend to the negotiation and letting of contracts in due form of law, subject to the approval of the Board of Commissioners, and supervise the performance and faithful execution of same, except insofar as such duties are expressly imposed upon some other Township officer by statute.
8. Provide proper administration of all franchises, leases, permits, and privileges granted by or to the Township and ensure all terms and conditions imposed in favor of the Township or its residents in any public utility franchise or in any contract are faithfully kept and performed.



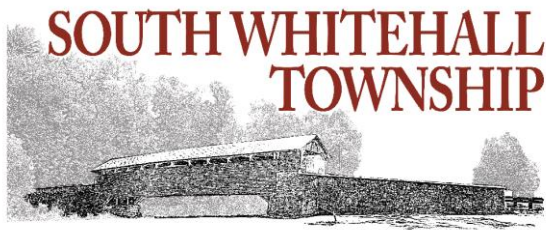
9. Preserve, protect, and maintain all Township property.
10. Attend all meetings of the Board of Commissioners with the right to take part in discussions, but without the right to vote. Prepare agenda in conjunction with Board President. Make recommendations with explanation to Board in all matters of substance and importance.
11. Report regularly to the Board of Commissioners the conduct of Township affairs, including submission of periodic reports on the condition of the Township finances and other such reports as the Board of Commissioners shall request and making such recommendations to the Board of Commissioners as the Manager deems necessary.
12. Prepare and submit to the Board of Commissioners, before the close of the fiscal year, or on such alternate date as the Board of Commissioners shall determine, a budget for the next fiscal year with an explanatory budget message. In preparing the budget, the Township Manager, or an officer designated by him, shall obtain from the head of each department, agency, board or officer estimates of revenues and expenditures and other supporting data as requested. The Township Manager shall provide the Board of Commissioners with monthly updates of revenues and expenses.
13. Administer the budget as approved, keeping the Board of Commissioners fully advised at all times as to the ongoing financial condition and needs of the Township.
14. Submit to the Board of Commissioners, as soon as possible after the close of the fiscal year, a complete report on the financial and administrative activities of the Township for the preceding year.
15. Obtain and maintain current knowledge regarding existing and changing legislative requirements for general operations, and alert the Board of Commissioners as to issues that may affect the Township. Provide options and recommend to the Board of Commissioners the adoption of such measures as may be advisable for the continued development and well-being of the Township.
16. Identify and coordinate the development of applications for funding opportunities in support of short-term and long-term goals of the Township.
17. Manage all Township employees, including the hiring of, and when deemed necessary and for the good of the Township, the discharging of, employees. Other management responsibilities include employee staffing, organization, procedures, training, promotion, discipline, and providing annual performance evaluations of all direct reports and ensuring that required performance evaluations are conducted for all other Township employees who do not report directly to the Township Manager. The Township Manager shall utilize and consult with the Township's human resource professional to ensure that the management of Township employees is in accordance with all applicable laws, regulations, codes, ordinances, resolutions, and Township policies and procedures. All hiring of employees and promotions involving an increase in compensation or benefits shall be made only within the confines of the budget approved by the Board of Commissioners. The Township Manager shall notify the Board of Commissioners prior to discharging any

Township employee, and except in cases of emergency, prior to suspending any Township employee.

18. Pursuant to the Board of Commissioners' direction, take part in collective bargaining negotiations.
19. Ensure efficient administration of the general office and other functions of the Township government.
20. Assure that all material sums owed the Township are promptly paid, and that proper proceedings are taken for the security and collection of all the Township's claims. The Township Manager shall have the authority to write off any debt owed to the Township of less than \$2,500, which is deemed by the Township Manager to be uncollectible or not cost-effective to collect. Further, the Township Manager shall have the ability to settle outstanding sums to within 95% of the amount actually owed to the Township. The Township manager can write off outstanding interest, penalties and attorney's fees not to exceed \$1,000.
21. Ensure that all supplies and equipment for the various agencies, boards, departments, and other offices of the Township are purchased in accordance with the provisions of the First Class Township Code and all other applicable laws; keep an account of the purchases and, from time to time or when directed by the Board of Commissioners, make a full written report thereof; issue rules and regulations, subject to approval of the Board of Commissioners, governing the requisition and purchasing of all municipal supplies and equipment.
22. Manage all complaints regarding services or personnel of the Township. Investigate and dispose of such complaints and report thereon to the Board of Commissioners any complaints deemed pertinent to the operations of the Township.
23. Pursuant to the Board of Commissioner's direction, employ, supervise and coordinate the efficient use of all contracted services and experts, including legal, engineering, auditing, insurance, consultants and assessments.
24. Function as a key contact on inquiries to the Township from various sources, including federal, state, and county officials, businesses, and residents needs and concerns.
25. Manage Township staff and resources in a manner that is, when practicable, resident and business-friendly by dealing conscientiously, fairly, and diplomatically with public requests and concerns.
26. Monitor the performance of vendors.
27. Manage communications and relationships with media.
28. Provide for proper management of all Township records and documents to include destruction when allowed by law.

29. Perform such other duties as may be required by ordinance or by direction of the Board of Commissioners.





## MEMORANDUM FOR AGENDA ITEMS

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Gregg R. Adams, Planner
<b>DATE:</b>	July 25, 2022
<b>SUBJECT:</b>	A Resolution Extending The Conditional Preliminary/Final Approval Granted To A Major Plan Entitled "Parkland Manor Phase 4 Senior Living"
<b>COPY TO:</b>	H. Bender, D. Manhardt, L. Harrier, M. Elias, J. Zator, Esq., J. Alderfer, Esq., A. Tallarida, S. Pidcock

- **Background Information:**

An application to further develop the property located at 4636 Crackersport Road. The plan proposes to construct a four-story 91,520 square foot senior living building containing 16 studio apartments and 64 1-bedroom units, and an 89-space parking lot. The subject tract is zoned IC-1 Industrial Commercial -1 (Special Height Limitation). Pennsylvania Venture Capital, Inc., is the owner and applicant.

At their June 3, 2020, meeting, the Board of Commissioners granted final approval to Parkland Manor Phase 4 Senior Living through Resolution 2020-46, with 2 waivers and 17 conditions of approval.

At their December 10, 2020, meeting, the Board of Commissioners granted the applicant's request to amend Resolution 2020-46 to permit security draws/presentation further than 60 miles from the Township's Office.

On May 25, 2021, the applicant requested an amendment to Resolution 2020-46 to extend the deadline to record the plan from June 3, 2020, to March 31, 2022.

On March 16, 2022, the applicant requested an amendment to Resolution 2020-46 to extend the deadline to record the plan from March 31, 2022 to June 30, 2022.

The applicant, to date, has satisfied ten (10) of the seventeen conditions of approval. Note that two of the conditions are legal protections and one is the requirement to record the plan within twelve months of approval. Therefore, four conditions of approval are unaddressed. Please see the Conditions of Approval Status attachment.

- **Action Requested:**

The applicant requests approval of the request for extension of conditional preliminary/final approval of the plan.

Staff has no objections to the request.

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

Not applicable.

- **Attachments:**

Applicant Request Letter

Site Plan

Resolution

Conditions of Approval Status

**LAW OFFICES**

**JOEL B. WIENER**  
**STEPHEN W. WIENER**  
 MEMBERS OF PENNSYLVANIA AND FLORIDA  
 BAR

**HOWARD A. WIENER**  
 (FOUNDER 1932-2013)

SUITE 400  
 COMMONWEALTH BUILDING  
 512 HAMILTON STREET  
 ALLENTOWN PA 18101  
 Telephone 610-821-8600  
 Telecopier 610-821-8635

□ [www.wienerlaw.com](http://www.wienerlaw.com)

**FLORIDA OFFICE**

1615 FORUM PLACE  
 SUITE 3A  
 WEST PALM BEACH, FL 33401  
 Telephone 561-689-6660  
 Telecopier 561-683-1559

July 20, 2022

Mr. Herb Bender, Manager  
 South Whitehall Township  
 Via email to [BenderH@southwhitehall.com](mailto:BenderH@southwhitehall.com)

RE: Parkland Manor Phase 4

Dear Mr. Bender

This letter is to request a retroactive extension of the time to complete the few items which were identified as open items. We request that the matter be placed on the next available agenda for approval of an extension of 90 days.

The open items are not directly a part of the Phase 4 area, nor even a part of the Condominium Unit on which Phase 4 is located. They are for matters which are for the benefit of the Township as relate to water meter "pits" and a replacement easement for the sewer line along the southerly part of lands of Crackersport Racquetball (the latter being a matter requested by the Township as an "add-on". While we disagree with the position taken by the Township, we make this request with reservation of rights.

The request is necessary due to the summer vacations of numerous persons and exceeds what would otherwise be expected. The 90 days should be sufficient time to account for vacations of the various outside parties, and to allow for Plan signature, to the extent incomplete, and recording.

Thank you in advance for your assistance.

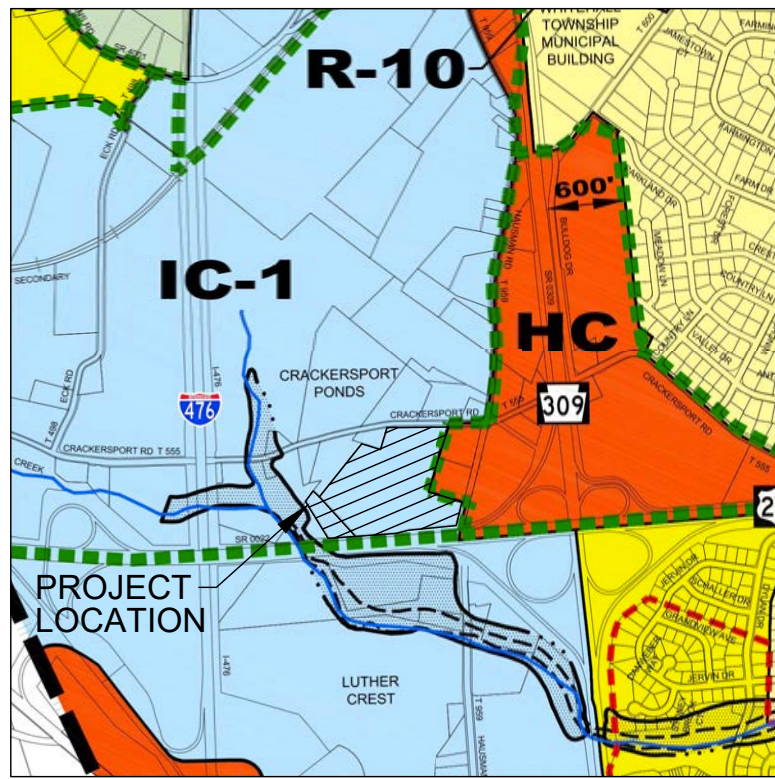
Sincerely,  
 WIENER AND WIENER LLP

*Joel*

Joel B. Wiener

Copy: Gregg Adams  
 (via Email)





## ZONING NOTES:

- SCREENING WILL BE PROVIDED AND MAINTAINED WITHIN THE BUFFER STRIP AND AROUND THE BUMPSTER AREA AND AS A MINIMUM SHALL BE EITHER:
  - DENSE HEDGES OF DECIDUOUS AND AT LEAST 50% EVERGREEN SHRUBBERY. PLANTS SHALL BE MAINTAINED AT A MINIMUM OF FIVE FEET IN HEIGHT ABOVE ADJACENT GRADE.
  - EXISTING NATURAL VEGETATION A MINIMUM OF FIVE FEET IN HEIGHT MAY BE SUBSTITUTED FOR A REQUIRED BUFFER STRIP IF THE AREA OF NATURAL VEGETATION IS AT LEAST 30 FEET IN DEPTH BETWEEN THE USES TO BE BUFFERED.
- THE PROPOSED LIGHTING WILL MEET THE REQUIREMENTS OF SECTION 350-420(I) ILLUMINATION OF PRIVATE STREETS AND DRIVEWAYS THE ILLUMINATION LEVEL WILL NOT EXCEED 0.5 HORIZONTAL FOOTCANDLES ON ANY ADJOINING LOT THAT IS RESIDENTIALLY ZONED OR CONTAINS A RESIDENTIAL USE.

## GENERAL NOTES:

- THE APPLICANT IS THE OWNER, EQUITABLE OWNER OR HAS AN OPTION OR CONDITIONAL CONTRACT OF SALE ON THE LAND PROPOSED TO BE SUBDIVIDED OR DEVELOPED, THAT NO LITIGATION OR LENS EXIST ON OR ARE PENDING AGAINST THE SITE, THAT THE PLAN HAS BEEN PROCESSED WITH THE APPLICANT'S FREE CONSENT, THE APPLICANT CERTIFIES THAT HE WILL PROPERLY GRADE ALL INDIVIDUAL LOTS TO PROVIDE ADEQUATE SURFACE DRAINAGE SO THAT NO LOW SPOTS OR WATER POCKETS CREATE A PUBLIC NUISANCE AND THAT HE WILL PLACE PERMANENT CONCRETE REFERENCE MONUMENTS TO GRADE AS NOTED ON THE PLAN UPON COMPLETION OF GRADING.
- THE APPLICANT ACKNOWLEDGES THAT FOLLOWING APPROVAL OF THIS PLAN, PLAN CHANGES MAY BE REQUIRED TO ADDRESS THE COMMENTS AND REGULATIONS OF OUTSIDE AGENCIES RESPONSIBLE TO REVIEW ANY ASPECT OF THE PROJECT RELEVANT TO THIS PLAN, INCLUDING BUT NOT LIMITED TO POST-CONSTRUCTION STORMWATER MANAGEMENT AND MINES PERMIT REGULATIONS, IN THE EVENT OF CHANGES TO THE PLAN FOLLOWING APPROVAL (WHETHER OR NOT THE PLAN HAS BEEN RECORDED), THE APPLICANT SHALL SUBMIT THE REVISED PLAN TO THE TOWNSHIP FOR REVIEW BEFORE THE APPLICANT MAY MOVE FORWARD WITH CONSTRUCTION ACTIVITIES PURSUANT TO THE REVISED PLAN (WHETHER OR NOT THE PLAN HAS BEEN RECORDED).
- A NOTE SHALL BE PROVIDED ON EACH PLAN TO BE RECORDED WHICH INDICATES THAT: THIS PLAN HAS BEEN REVIEWED BY THE TOWNSHIP STAFF AND TOWNSHIP ENGINEER FOR CONSISTENCY WITH MUNICIPAL REGULATIONS AND ORDINANCES RELATING TO LAND USE AND DIMENSIONAL REQUIREMENTS OF ZONING. INVESTIGATIONS REGARDING PERIPHERAL LAND AND PLAN ISSUES WHICH ARE NOT REQUIRED AS PART OF A REVIEW PROCESS SUCH AS CLARITY OF TITLE, SUBSURFACE CONDITIONS INCLUDING BUT NOT LIMITED TO, SOIL AND WATER QUALITY, HARVEST GEOLOGICAL ACTIVITY, AND HISTORIC AND ARCHEOLOGICAL ISSUES, OR SUCH OTHER ISSUES (AS APPROPRIATE) THAT MAY AFFECT THE MERCHANTABILITY OF THE LAND, HAVE NOT BEEN INVESTIGATED OR REVIEWED BY THE TOWNSHIP OR THE TOWNSHIP ENGINEER. THE TOWNSHIP AND TOWNSHIP ENGINEER MAKE NO REPRESENTATION OR WARRANTY CONCERNING THESE ISSUES, WHICH SHOULD BE ADDRESSED BY QUALIFIED PROFESSIONALS, COMMISSIONED BY THE APPLICANT AND/OR LAND OWNER(S) AS APPROPRIATE, AND ENGAGED IN THE APPROPRIATE FIELD OF PRACTICE. DIMENSIONS AND GEOMETRY OF THE PROPERTY BOUNDARY AND ANY INTERNAL LOTS AND STREETS HAVE BEEN OVERVIEWED WITH RESPECT TO APPLICABLE ORDINANCE STANDARDS FOR MATHEMATICAL COMPLETENESS, CLARITY OF DEPICTION, CONSISTENCY, CLOSURE, AND AREA (ONLY). THE RESEARCH FOR AND DETERMINATION AND LOCATION OF PROPERTY LINES, STREET RIGHTS-OF-WAY, AND OTHER EASEMENTS, ETC. ARE THE RESPONSIBILITY OF THE SURVEYOR OF RECORD WHOSE SEAL APPEARS ON THIS PLAN, AND HAVE NOT BEEN INDEPENDENTLY CONFIRMED OR VERIFIED BY THE TOWNSHIP, THE TOWNSHIP ENGINEER, OR THE TOWNSHIP SOLICITOR.
- NOTWITHSTANDING ANY PROVISIONS OF THE TOWNSHIP STORM WATER MANAGEMENT PLAN, INCLUDING EXEMPTION AND WAIVER PROVISIONS, ANY LANDOWNER AND ANY PERSON ENGAGED IN THE ALTERATION OR DEVELOPMENT OF LAND WHICH MAY AFFECT STORM WATER RUNOFF CHARACTERISTICS SHALL IMPLEMENT SUCH MEASURES AS ARE REASONABLY NECESSARY TO PREVENT INJURY TO HEALTH, SAFETY OR OTHER PROPERTY. SUCH MEASURES SHALL INCLUDE SUCH ACTIONS AS ARE REQUIRED TO MANAGE THE RATE AND VOLUME OF RUNOFF AND QUALITY OF RESULTING STORM WATER RUNOFF IN A MANNER WHICH OTHERWISE ADEQUATELY PROTECTS HEALTH AND PROPERTY FROM HARM AND DAMAGE.
- "MUNICIPALITY REVIEW AND APPROVAL OF THE DRAINAGE PLAN OR THE SUBSEQUENT OBSERVATION AND APPROVAL OF STORM WATER MANAGEMENT FACILITIES, SHALL NOT CONSTITUTE LAND DEVELOPMENT ON BEHALF OF OR BY THE MUNICIPALITY OR OTHERWISE CAUSE THE MUNICIPALITY TO BE ENGAGED IN THE ALTERATION OR DEVELOPMENT OF LAND, BY SUBMITTING AN APPLICATION UNDER THE TOWNSHIP STORM WATER MANAGEMENT PLAN, THE DEVELOPER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE MUNICIPALITY AND ALL ITS REPRESENTATIVES, SERVANTS, EMPLOYEES, OFFICIALS AND CONSULTANTS OF AND FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION OR SUITS WHICH ARISE OUT OF OR RELATE TO THE REVIEW, APPROVAL, CONSTRUCTION OR OBSERVATION OF THE DEVELOPER'S DRAINAGE PLAN AND STORM WATER MANAGEMENT FACILITIES."
- THE APPLICANT IS RESPONSIBLE FOR JOINING THE PA ONE CALL SYSTEM AND FOR THE MARKING OF ALL UNDERGROUND UTILITIES PRIOR TO THE UTILITIES BEING FORMALLY ACCEPTED BY AND DEDICATED TO THE TOWNSHIP.
- BUILDING PERMIT IS REQUIRED FOR LIGHT POLE FOUNDATIONS PRIOR TO INSTALLATION.

## REVIEWER'S STATEMENT

THIS PLAN HAS BEEN REVIEWED BY THE TOWNSHIP STAFF AND TOWNSHIP ENGINEER FOR CONSISTENCY WITH MUNICIPAL REGULATIONS AND ORDINANCES RELATING TO LAND USE AND DIMENSIONAL REQUIREMENTS OF ZONING. INVESTIGATIONS REGARDING PERIPHERAL LAND AND PLAN ISSUES WHICH ARE NOT REQUIRED AS PART OF A REVIEW PROCESS SUCH AS CLARITY OF TITLE, SUBSURFACE CONDITIONS INCLUDING BUT NOT LIMITED TO, SOIL AND WATER QUALITY, HARVEST GEOLOGICAL ACTIVITY, AND HISTORIC AND ARCHEOLOGICAL ISSUES, OR SUCH OTHER ISSUES (AS APPROPRIATE) THAT MAY AFFECT THE MERCHANTABILITY OF THE LAND, HAVE NOT BEEN INVESTIGATED OR REVIEWED BY THE TOWNSHIP OR THE TOWNSHIP ENGINEER. THE TOWNSHIP AND TOWNSHIP ENGINEER MAKE NO REPRESENTATION OR WARRANTY CONCERNING THESE ISSUES, WHICH SHOULD BE ADDRESSED BY QUALIFIED PROFESSIONALS, COMMISSIONED BY THE DEVELOPER AND/OR LAND OWNER(S) AS APPROPRIATE, AND ENGAGED IN THE APPROPRIATE FIELD OF PRACTICE. DIMENSIONS AND GEOMETRY OF THE PROPERTY BOUNDARY AND ANY INTERNAL LOTS AND STREETS HAVE BEEN OVERVIEWED WITH RESPECT TO APPLICABLE ORDINANCE STANDARDS FOR MATHEMATICAL COMPLETENESS, CLARITY OF DEPICTION, CONSISTENCY, CLOSURE, AND AREA (ONLY). THE RESEARCH FOR AND DETERMINATION AND LOCATION OF PROPERTY LINES, STREET RIGHTS-OF-WAY, AND OTHER EASEMENTS, ETC. ARE THE RESPONSIBILITY OF THE SURVEYOR OF RECORD WHOSE SEAL APPEARS ON THIS PLAN, AND HAVE NOT BEEN INDEPENDENTLY CONFIRMED OR VERIFIED BY THE TOWNSHIP, THE TOWNSHIP ENGINEER, OR THE TOWNSHIP SOLICITOR.

## DRAWING LEGEND

- Ex. Property Line
- Ex. Adjoining Lot
- Ex. Building Setback Line
- Ex. Parking Setback
- Ex. Buffer Strip
- Ex. Curb
- Ex. Edge Of Pav
- Ex. Gutter
- Ex. Fence line
- Ex. Sidewalk
- Ex. Building
- Ex. Utility Pole
- Ex. Light Pole
- Ex. Wetlands
- Ex. Sign
- Ex. Light Pole (4' High)
- Ex. Fire Hydrant
- Ex. Tree
- Ex. Treeline
- SANITARY SEWER/CELL TOWER ACCESS EASEMENT
- PROP. PAINT LINE
- PROP. CONCRETE PEDESTRIAN WALKWAY
- PROP. BUILDING
- PROP. PLANTER STRIP
- PROP. STRIPED PEDESTRIAN WALKWAY
- PROP. HANDICAP PARKING
- PROP. HANDICAP PARKING
- PROP. TREE
- PROP. WALL MOUNTED LIGHT

CALL BEFORE YOU DIG!  
PENNSYLVANIA LAW REQUIRES  
3 WORKING DAYS NOTICE FOR  
CONSTRUCTION PHASE AND 10 WORKING  
DAYS IN DESIGN STAGE - STOP CALL  
Pennsylvania One-Call System, Inc.

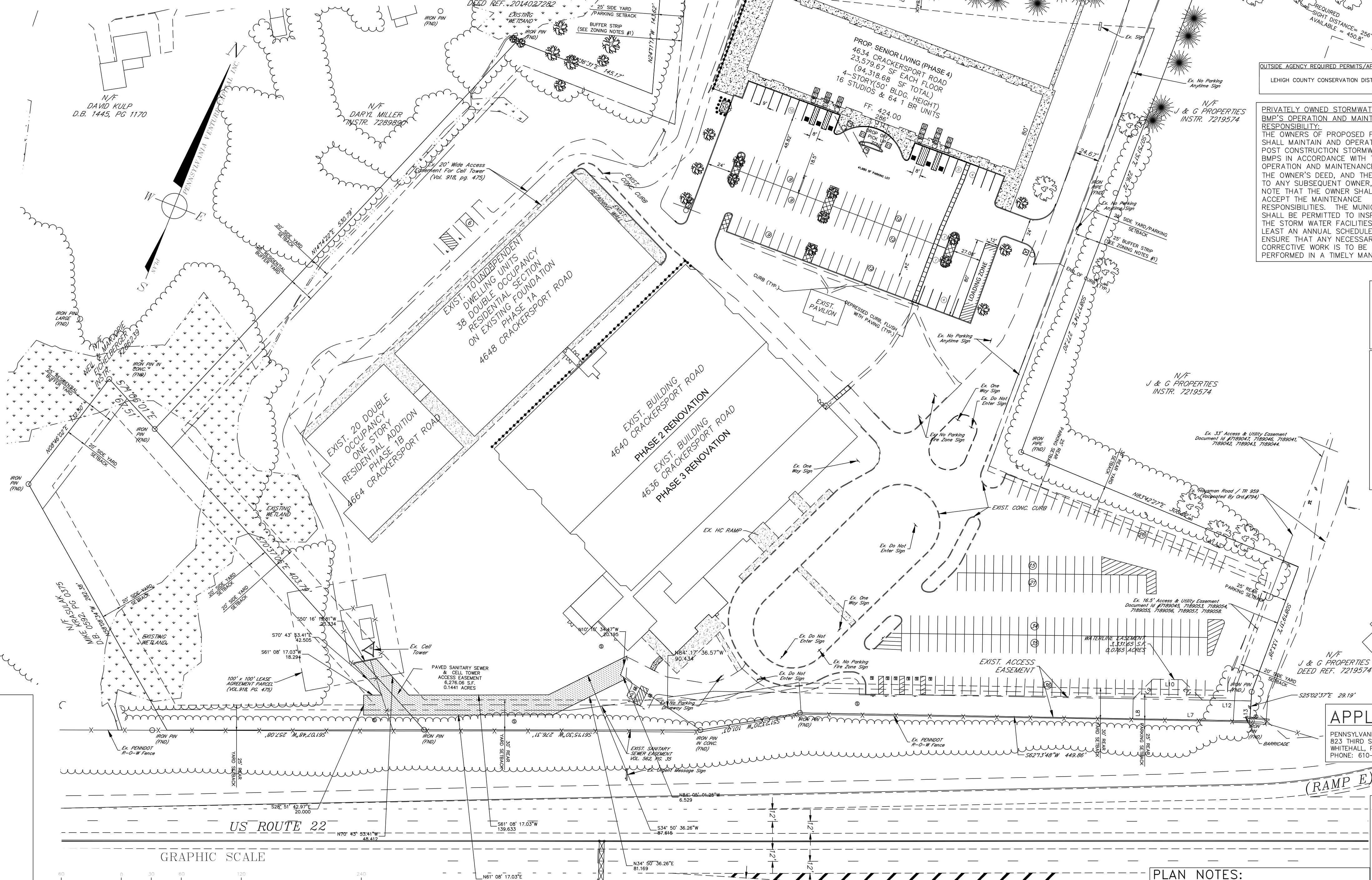
**811**  
Serial #: 20153011536  
(South Whitehall Township)

ALL CONTRACTORS WORKING ON THIS PROJECT SHALL VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES/FACILITIES PRIOR TO START OF WORK AND SHALL COMPLY WITH THE REQUIREMENTS OF P.L. 802, NO. 267, ENACTED 10/19/14 AS LAST AMENDED IN MARCH 28, 2020. PENNSYLVANIA ONE-CALL SYSTEM, INC. (OCS) IS THE DESIGNATED PROVIDER OF THE ONE-CALL SERVICE. LOCATIONS OF EXISTING UNDERGROUND UTILITIES/FACILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM RECORDS, FIELD SURVEYS BY UTILITY OWNERS, AND/OR AERIAL PHOTOGRAPHIC OBSERVATIONS OF THE SITE. THE LOCATIONS, DEPTHS, AND TYPES OF UTILITIES/FACILITIES SHOWN HEREON ARE NOT GUARANTEED TO BE ACCURATE. THE INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. PENNSYLVANIA ONE-CALL SYSTEM, INC. (OCS) IS THE DESIGNATED PROVIDER OF THE ONE-CALL SERVICE. LOCATIONS OF UNDERGROUND UTILITIES/FACILITIES AT THE TIME OF THE FIELD SURVEY SHALL BE CONSIDERED TRUE AND ACCURATE. CONSULT WITH THE DESIGNER FOR A MORE DETAILED AND ACCURATE LOCATION OF UNDERGROUND UTILITIES/FACILITIES. PENNSYLVANIA ONE-CALL SYSTEM, INC. (OCS) IS THE DESIGNATED PROVIDER OF THE ONE-CALL SERVICE.

DRAWING INDEX		
DRAWING TITLE	DRAWING NO.	
LAND DEVELOPMENT SET		
*RECORD PLAN	LD	1 OF 7
EXISTING FEATURES PLAN	LD	2 OF 7
GRADING & UTILITY PLAN	LD	3 OF 7
CONSTRUCTION DETAILS PLAN	LD	4 OF 7
LANDSCAPING & LIGHTING PLAN	LD	5 OF 7
ACCESSIBLE ROUTES PLAN	LD	6 OF 7
TRUCK TURNING PLAN	LD	7 OF 7
SOIL EROSION AND SEDIMENTATION CONTROL SET		
EARTHMOVING ACTIVITIES PLAN	ES	1 OF 2
DETAILS PLAN	ES	2 OF 2
*PLAN TO BE RECORDED		

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	TANGENT	BEARING
C1	465.00	000°17'12"	2.33	1.16	N5°23'56"E
C2	465.00	002°30'26"	20.35	10.18	N5°47'45"E

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N5°15'20"E	20.08
L2	S24°37'14"E	26.61
L3	S29°08'50"E	22.08
L4	S60°51'10"W	20.00
L5	N29°08'50"W	22.87
L6	N24°37'14"W	23.67
L7	S62°13'48"W	116.99
L8	N27°46'29"W	20.00
L9	N16°25'56"E	27.83
L10	N62°10'33"E	29.15
L11	S73°46'19"E	28.76
L12	N62°13'48"E	48.70
L13	S25°02'37"E	20.02



SITE DATA	
PROPERTY ADDRESS:	4636 CRACKERSPORT ROAD ALLENTOWN, PA 18104
PIN #/PARCEL ID:	5476582750361 & 5476489205761
INSTRUMENT #:	2015029476
SANITARY:	PUBLIC
WATER:	PUBLIC
TRACT AREA:	668,890.15 S.F. 15.3556 ACRES

## ZONING DATA:

SOUTH WHITEHALL TOWNSHIP ZONING DISTRICT:  
IC-1 - INDUSTRIAL COMMERCIAL-1 (SPECIAL HEIGHT LIMITATION)  
(ZONING SECTION 350-48)(1)(10) - RETIREMENT FACILITIES

REQUIRED	PROPOSED
MIN. LOT SIZE:	10 AC
MIN. FRONTAGE:	100'
HEIGHT:	50'
FRONT YARD SETBACK:	50'
REAR YARD SETBACK:	25'
SIDE YARD SETBACK:	25'

COMMON OPEN SPACE: 15% GROSS LOT. 15.3556 ACRES = 2.3031 ACRES REQUIRED MAX. DENSITY: 13 DWELLING UNITS PER AC. = 13 X 15.3556 = 199 DWELLING UNITS. NOTE: NO BASEMENT IS INCLUDED IN THE PROPOSED BUILDING.

## APPLICANT ACKNOWLEDGES

THE APPLICANT IS THE OWNER, EQUITABLE OWNER OR HAS AN OPTION OR CONDITIONAL CONTRACT OF SALE ON THE LAND PROPOSED TO BE SUBDIVIDED OR DEVELOPED, THAT NO LITIGATION OR LENS EXIST ON OR ARE PENDING AGAINST THE SITE, AND THAT THE PLAN HAS BEEN PROCESSED WITH THE APPLICANT'S FREE CONSENT.

THE APPLICANT CERTIFIES THAT HE WILL PROPERLY GRADE ALL INDIVIDUAL LOTS TO PROVIDE ADEQUATE SURFACE DRAINAGE SO THAT NO LOW SPOTS OR WATER POCKETS CREATE A PUBLIC NUISANCE AND THAT HE WILL PLACE PERMANENT CONCRETE REFERENCE MONUMENTS TO GRADE AS NOTED ON THE PLAN UPON COMPLETION OF GRADING.

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DEVELOPER'S NAME	DEVELOPER'S CONTACT PERSON & TITLE
DEVELOPER'S SIGNATURE	SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ DAY OF _____ 2020.
	NOTARY PUBLIC

THE TOWNSHIP PLANNING COMMISSION	RECOMMENDED FOR APPROVAL _____ DATE _____ BY THE SOUTH WHITEHALL
TOWNSHIP PLANNING COMMISSION:	
CHAIRMAN'S SIGNATURE	SECRETARY'S SIGNATURE

## TOWNSHIP BOARD OF COMMISSIONERS

THE TOWNSHIP BOARD OF COMMISSIONERS SHALL ENDORSE AN APPROVED FINAL PLAN AS FOLLOWS:

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_ BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP

OF SOUTH WHITEHALL.

PRESIDENT	SECRETARY
TOWNSHIP ENGINEER	

## PARKING TABULATION:

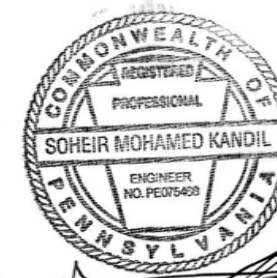
SECTION 350-48(1)(10)(D) RETIREMENT FACILITIES:	1.5 PER INDEPENDENT DWELLING UNIT, PLUS:
SECTION 12.38(a)(2)(F)(viii) ASSISTED LIVING:	0.5 PER DWELLING UNIT PLUS
1 SPACE FOR EACH EMPLOYEE ON THE LARGEST SHIFT.	
OVERSIZED OFF-STREET LOADING ZONE 12' X 65'	
PHASE 4	
80 INDEPENDENT DWELLING UNITS = 80 x 1.5 = 120 SPACES	
168 EXISTING SPACES FOR PHASE 1	
230 TOTAL EXISTING SPACES (224 + 6 HC)	
168 EXISTING SPACES FOR PHASE 1	
PROPOSED:	
4 HANDICAP SPACES PROVIDED	
2 VAN ACCESSIBLE SPACES	
28 TOTAL PROPOSED SPACES	
TOTAL PROVIDED: 192 PARKING SPACES	

## APPLICANT/DEVELOPER RECORD OWNER

PENNSYLVANIA VENTURE CAPITAL INC. 823 THIRD STREET, WHITEHALL, PA 18052 PHONE: 610-403-3400	CRACKERSPORT RACQUETBALL LP 111 SIXTH STREET, WHITEHALL, PA 18052 PHONE: 610-403-3400
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## ENGINEER'S CERTIFICATION

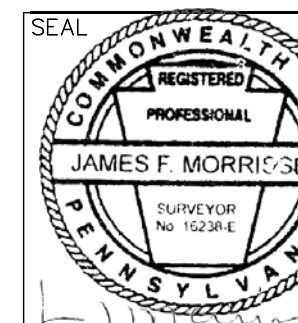
I HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THIS PLAN IS CORRECT AND THAT THE PROPERTY LINE INFORMATION SHOWN HEREON WAS TAKEN FROM AN ACTUAL SURVEY PREPARED BY JENA ENGINEERING CORP.



SUE KANDIL, P.E.  
(PE075468)  
JENA ENGINEERING CORP.  
P.O. BOX 66  
FOGELSVILLE, PA 18051  
PHONE: 610-730-9809  
SUEKANDIL3@GMAIL.COM

## SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE PROPERTY LINE INFORMATION SHOWN HEREON WAS TAKEN FROM AN ACTUAL SURVEY PREPARED BY JENA ENGINEERING CORP. AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THIS PLAN IS CORRECT.



JAMES F. MORRISSEY, PLS  
(PSU0162386)  
JENA ENGINEERING CORPORATION  
2358 SUNSHINE RD #200  
ALLENTOWN, PA 18103  
PHONE: (610) 797-4200

## STATEMENT OF INTENT

CONSTRUCT A 4-STORY INDEPENDENT LIVING BUILDING AT THE LOCATION OF THE TENNIS COURTS AND USE THE REMAINING TENNIS AREA AS A PARKING LOT.

## LEHIGH VALLEY PLANNING COMMISSION

REVIEWED BY THE LEHIGH VALLEY PLANNING COMMISSION.

DATE \_\_\_\_\_ PLANNER \_\_\_\_\_

## RECORDING CERTIFICATION

PLAN RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS IN AND FOR THE COUNTY OF LEHIGH, AT ALLENTOWN, PENNSYLVANIA, AS INSTRUMENT NUMBER \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

## BUILDING COVERAGE TABULATION

PRE PHASE 4 BUILDING COVERAGE	= 117,215.82 SF OR 2.6909 AC (17.52%)
PROPOSED PHASE 4 BUILDING	= 23,579.67 SF OR 0.5413 AC
EXISTING IMPERVIOUS = 343,971.57 SF OR 7.8965 AC (51.42%)	
POST-PHASE 4 BUILDINGS AREA	= 140,795.49 SF OR 3.2322 AC
POST-PHASE 4 IMPERVIOUS = 347,678.50 S.F. OR 7.9816 AC (51.98%)	
INCREASE IN THE IMPERVIOUS AREA = 3,706.93 S.F.	

## IMPERVIOUS COVERAGE TABULATION

ALLOWED IMPERVIOUS = 75%	
ALLOWED IMPERVIOUS = 343,971.57 SF OR 7.8965 AC (51.42%)	
POST-PHASE 4 IMPERVIOUS = 347,678.50 S.F. OR 7.9816 AC (51.98%)	
INCREASE IN THE IMPERVIOUS AREA = 3,706.93 S.F.	

## TOWNSHIP ACKNOWLEDGEMENT

BASED UPON AND EXPRESSLY IN RELIANCE ON THE FOREGOING CERTIFICATIONS OF THE OWNER AND DESIGN PROFESSIONAL, THE WITHIN PLAN IS ACCEPTED BY SOUTH WHITEHALL AS THE PLAN SATISFYING ALL REQUIREMENTS, PROVISIONS AND CONDITIONS OF RESOLUTION 20\_\_\_\_.

TITLE	DATE
SIGNATURE	



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

**RESOLUTION NO. 2022-\_\_\_\_  
(Duly Adopted August 3, 2022)**

**A RESOLUTION EXTENDING THE CONDITIONAL FINAL APPROVAL GRANTED TO A  
MAJOR PLAN ENTITLED “PARKLAND MANOR PHASE 4 SENIOR LIVING”**

**WHEREAS**, Pennsylvania Venture Capital, Incorporated (“Applicant”), pursuant to Article 3 of the South Whitehall Township Subdivision and Land Development Ordinance, submitted an application to construct a four-story 91,520 square foot senior living building containing 16 studio apartments and 64 1-bedroom units, and a 89-space parking lot on a 15.354-acre property located at 4636 Crackersport Road, in South Whitehall Township, Lehigh County, Pennsylvania; and,

**WHEREAS**, this proposal is reflected on plans prepared by Penn Technology Consulting LLC, entitled “*Parkland Manor Phase 4 Senior Living*”, dated August 26, 2019 and last revised April 18, 2020; and,

**WHEREAS**, the Board of Commissioners previously granted conditional final approval to the plan entitled “*Parkland Manor Phase 4 Senior Living*”, on June 3, 2020, pursuant to Resolution 2020-46; and

**WHEREAS**, Resolution 2020-46 contained Condition #21 which states “*The applicant shall meet all conditions of the Final Plan approval, and the Record Plan will be recorded within twelve (12) months of Conditional Final Plan approval, and the applicant agrees that if such conditions are not met, the conditional Final Plan approval will be considered void, and the application for Final Plan approval will be considered void and withdrawn unless otherwise approved by the South Whitehall Township Board of Commissioners*”; and,

**WHEREAS**, the Board of Commissioners, through Resolution 2021-17 at their June 2, 2021 meeting, granted an extension of the date by which the applicant must satisfy all conditions of Resolution 2020-46 to March 31, 2022, but with the approval still subject to all of the other conditions of Resolution 2020-46.

**WHEREAS**, the Board of Commissioners, through Resolution 2022-43 at their March 16, 2022 meeting, granted an extension of the date by which the applicant must satisfy all conditions of Resolution 2020-46 to June 30, 2022, but with the approval still subject to all of the other conditions of Resolution 2020-46.

**WHEREAS**, Applicant has requested that the Board of Commissioners extend the date by which it must satisfy all conditions of Resolution 2020-46 ninety (90) days, but with the approval still subject to all of the other conditions of Resolution 2020-46.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED** that the Board of Commissioners of the Township of South Whitehall hereby extends the conditional final approval to the land development plan entitled “*Parkland Manor Phase 4 Senior Living*” by extending the

date by which it must satisfy all conditions of Resolution 2020-46 ninety (90) days to September 28, 2022, subject to the Applicant's compliance with all conditions of Resolution 2020-46 (a copy of which is attached hereto as Exhibit "A"), which terms and conditions have been affirmatively accepted by Applicant (a copy of which is attached hereto as Exhibit "B"). The Applicant's failure to meet the extended deadlines provided by this Resolution shall render the conditional preliminary/final approval null and void.

The conditions of approval have been made known to the Applicant, and final approval is to be deemed expressly contingent upon the Applicant's affirmative written acceptance of the conditions on a form prescribed by South Whitehall Township on or before 7:00 p.m., Wednesday August 3, 2022.

**DULY ADOPTED** this 3<sup>rd</sup> day of **August, 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. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice President in the absence of the President, execute this Resolution on behalf of the Board.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

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**Diane Kelly, President**

**ATTEST:**

---

**Scott Boehret, Secretary**

**EXHIBIT “A”**

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

**RESOLUTION NO. 2020-46  
(Duly Adopted June 3, 2020)**

**A RESOLUTION GRANTING FINAL APPROVAL  
TO A MAJOR PLAN ENTITLED  
“PARKLAND MANOR PHASE 4 SENIOR LIVING”**

**WHEREAS**, Pennsylvania Venture Capital, Incorporated (Applicant), pursuant to Article 3 of the South Whitehall Township Subdivision and Land Development Ordinance, submitted an application to construct a four-story 91,520 square foot senior living building containing 16 studio apartments and 64 1-bedroom units, and a 89-space parking lot on a 15.354-acre property located at 4636 Crackersport Road, in South Whitehall Township, Lehigh County, Pennsylvania; and,

**WHEREAS**, this proposal is reflected on plans prepared by Penn Technology Consulting LLC, entitled “*Parkland Manor Phase 4 Senior Living*”, dated August 26, 2019 and last revised April 18, 2020; and,

**WHEREAS**, all sections of the Subdivision and Land Development Regulations cited herein refer to sections of the Subdivision and Land Development Regulations that were adopted March 20, 2019, and made effective April 1, 2019, and are applicable to this plan based on the submission of the initial application in August 26, 2019; and,

**WHEREAS**, the South Whitehall Township Planning Commission has reviewed the aforesaid final plan on April 16, 2020, and having found it to be in substantial compliance with the Subdivision and Land Development Ordinance, has recommended that final approval be granted; and,

**WHEREAS**, the Board of Commissioners previously granted conditional preliminary approval to the plan entitled “*Parkland Manor Phase 4 Senior Living*” on December 18, 2019, pursuant to Resolution 2019-66; and,

**WHEREAS**, the applicant has requested that the requirement of Section 312-12(b)(19) of the Subdivision and Land Development Ordinance pertaining to the requirement to show the location, size and owners of existing buildings, sewer mains, water mains, culverts, storm sewers, petroleum or petroleum products lines, gas lines, transmission lines including extent of right-of-way, fire hydrants, underground tanks, wells, septic systems within one-hundred feet of the tract and other significant man-made features be waived, and the Planning Commission is persuaded that the waiver would be appropriate, as the level of information shown on the plan is acceptable; and,

**WHEREAS**, the applicant has requested that the requirement of Section 312-12(b)(21) of the Subdivision and Land Development Ordinance pertaining to the showing of the locations and widths of all sidewalks, trails, driveways, streets, easements, and rights-of-way within 400 feet of the tract be waived, and the Planning Commission is persuaded

that the waiver is appropriate, as the level of information shown on the plan is acceptable.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED** that the Board of Commissioners of the Township of South Whitehall hereby grants final approval to the major plan entitled ***“Parkland Manor Phase 4 Senior Living”***, subject to the applicant’s compliance with the following conditions:

1. That subdivision improvement, security, maintenance and indemnification agreements acceptable to the Township be executed, that sufficient security in a form acceptable to the Township be posted, such security shall be available for draws/presentation no further than 60 miles from the Township’s office, and evidence of necessary insurance coverage be provided prior to the plan being recorded.
2. That the applicant address to the satisfaction of the Township Engineer, the comments of the Township Engineer, as contained in his review dated May 13, 2020.
3. That the applicant address to the satisfaction of the Township Water & Sewer Engineer, the comments of the Township Water & Sewer Engineer, as contained in his review dated March 27, 2020.
4. That the applicant address to the satisfaction of the Township Geotechnical Consultant, the comments of the Geotechnical Consultant, as contained in his review dated May 11, 2020.
5. That the applicant address to the satisfaction of the Township Lighting Consultant, the comments of the Lighting Consultant, as contained in his review dated April 28, 2020.
6. That the applicant address to the satisfaction of the Community Development Department, the comments of the Department, as contained in its review dated April 11, 2020.
7. That the applicant address to the satisfaction of the Public Works Department, the comments of the Public Works Department, as contained in Mr. Herb Bender’s review dated February 28, 2020.
8. If deemed to be necessary, the applicant obtains a letter from the Pennsylvania Department of Environmental Protection approving a sewage facilities planning module.
9. That the applicant complies with the March 9, 2020 recommendation of the Landscape and Shade Tree Commission.
10. That the applicant complies with the October 15, 2019 recommendation of the Parks and Recreation Board.



11. That the applicant addresses all issues and obtains all approvals deemed necessary by the South Whitehall Township Board of Commissioners in so far as matters pertaining to the Township's water and sewer service are concerned.
12. That the applicant shall dedicate to the Township a utility easement of sufficient size in an area acceptable to the Township for accessing the water meter pit along Crackersport Road. The dedication shall occur prior to the plan being recorded. The dedication shall be by Deed of Easement in a form acceptable to the Township Solicitor, and an Opinion of Record Title prepared by applicant's counsel indicating that the easement is free and clear of liens and encumbrances that would affect the Township's use of said property. The applicant shall furnish to the Township Solicitor a description for the easement that has been approved by the Township Engineer, a copy of the current deed for the property showing current ownership and recites the deed book volume and page reference.
13. That the applicant shall dedicate to the Township a utility easement of sufficient size in an area acceptable to the Township for accessing the water meter pit along the former Upper Hausman Road. The dedication shall occur prior to the plan being recorded. The dedication shall be by Deed of Easement in a form acceptable to the Township Solicitor, and an Opinion of Record Title prepared by applicant's counsel indicating that the easement is free and clear of liens and encumbrances that would affect the Township's use of said property. The applicant shall furnish to the Township Solicitor a description for the easement that has been approved by the Township Engineer, a copy of the current deed for the property showing current ownership and recites the deed book volume and page reference.
14. That the applicant reconciles all open invoices for Township engineering and legal services prior to the plan being recorded.
15. The applicant shall meet all conditions of the Final Plan approval, and the Record Plan will be recorded within twelve (12) months of Conditional Final Plan approval, and the applicant agrees that if such conditions are not met, the conditional Final Plan approval will be considered void, and the application for Final Plan approval will be considered void and withdrawn unless otherwise approved by the South Whitehall Township Board of Commissioners.
16. If for any reason any condition or conditions of this Resolution (or any portion(s) thereof) shall be held by a forum of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect or to any extent: (i) this Resolution shall automatically be deemed to be null and void in its entirety and shall be deemed to have been immediately and automatically repealed as if it had never been passed; (ii) this Resolution shall automatically be deemed to be a resolution denying the application due to the fact that the application does not comply with those sections of the SALDO (or other applicable ordinance(s)) listed herein or in any review letters referred to herein, including any section relating to waivers or

deferrals; and (iii), the Applicant is waiving any right to proceed with an action seeking a deemed approval of the plan based upon the automatic repeal of this Resolution identified in this condition. The Applicant acknowledges that each and every term and provision hereof is an essential, material component to the Township's approval of the Applicant's plan.

17. In the event that the Township becomes involved in litigation of any kind relating to the major subdivision other than a direct appeal by the Applicant of the Township's approval of this Resolution, such as an appeal of this Resolution by an adjoining property owner or a third party, or an attempt to collaterally challenge any conditions of this approval by means other than a timely appeal of this Resolution, the Applicant, on behalf of itself and its agents, representatives, successors and assigns, hereby agrees to exonerate, indemnify, protect, defend (through legal counsel of Township's choice) and save harmless the Township and its boards, committees and commissions (including the individual members thereof), their elected and appointed officers and officials and their employees, contractors, other professional consultants, engineers, solicitors, managers, representatives, advisors, predecessors, successors, agents, independent contractors, insurers and assigns (collectively, the "Township Representatives"), from any and all claims, lawsuits, proceedings, actions, disputes, causes and rights of action, expenses, losses, allegations, demands, charges, injuries, costs (including, without limitation, attorneys' fees, engineers' fees and other costs and expenses incurred, including expert witness fees), damages (including, without limitation, compensatory, consequential or punitive damages), sanctions, and liabilities of every kind, character and manner whatsoever, in law or in equity, civil or criminal, administrative or judicial, contract, tort (including, without limitation, negligence of any kind) or otherwise ("Claims"), pertaining to, relating to, resulting from, caused by or arising out of the Township's approval of the application as evidenced by this Resolution and/or the Township taking any action contemplated by the conditions hereof.

**FURTHER RESOLVED**, the Board of Commissioners of South Whitehall Township hereby grants the following waiver requests relative to the major plan entitled ***"Parkland Manor Phase 4 Senior Living"***:

The requirement of Section 312-12(b)(19) of the Subdivision and Land Development Ordinance pertaining to the requirement to show the location, size and owners of existing buildings, sewer mains, water mains, culverts, storm sewers, petroleum or petroleum products lines, gas lines, transmission lines including extent of right-of-way, fire hydrants, underground tanks, wells, septic systems within one-hundred feet of the tract and other significant man-made features is hereby waived.

The requirement of Section 312-12(b)(21) of the Subdivision and Land Development Ordinance pertaining to the showing of the locations and widths of




all sidewalks, trails, driveways, streets, easements, and rights-of-way within 400 feet of the tract is hereby waived.

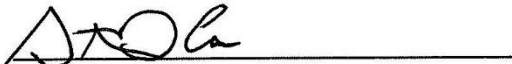
The conditions of approval have been made known to the applicant, and final approval is to be deemed expressly contingent upon the applicant's affirmative written acceptance of the conditions on a form prescribed by South Whitehall Township on or before 7:00 p.m., Wednesday June 3, 2020.

**DULY ADOPTED** this 3<sup>rd</sup> day of **June, 2020**, 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. 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

  
Christina Tori Morgan, President

ATTEST:

  
Stephen D. Carr, Secretary



**EXHIBIT “B”**

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

**RESOLUTION NO. 2022-\_\_\_\_  
(Duly Adopted August 3, 2022)**

**ACCEPTANCE OF CONDITIONS**

**A RESOLUTION EXTENDING THE CONDITIONAL FINAL APPROVAL GRANTED TO A  
MAJOR PLAN ENTITLED “PARKLAND MANOR PHASE 4 SENIOR LIVING”**

The undersigned, being an authorized representative of the Applicant of the land development shown on the plan entitled “*Parkland Manor Phase 4 Senior Living*” prepared by Penn Technology Consulting LLC, dated August 26, 2019 and last revised April 18, 2020, Township Major Plan 2019-106, for the further development of a 15.354-acre property located at 4636 Crackersport Road, in South Whitehall Township, Lehigh County, Pennsylvania, intending to be legally bound hereby, does affirmatively accept all of the conditions set forth in the Resolution amending Resolution 2020-46 to extend the date by which it must satisfy all conditions of Resolution 2020-46 ninety (90) days to September 28, 2022 and hereby affirms its acceptance of the conditions set forth in Resolution 2020-46, all of which are incorporated herein by this reference, and does waive any and all rights which the applicant would otherwise possess to contest the imposition of said conditions, both at law or in equity. Further, the applicant hereby certifies that as of the date of the Resolution, the applicant does not dispute (as outlined by the Pennsylvania Municipalities Planning Code, including but not limited to §§ 10503(1) and 10510(g)) any professional consultant fee for which it has received an invoice from the Township through the date hereof.

WITNESS/ATTEST:

APPLICANT: Pennsylvania Venture Capital Inc.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

## **CONDITIONS OF APPROVAL STATUS**

- ☐ That subdivision improvement, security, maintenance and indemnification agreements acceptable to the Township be executed, that sufficient security in a form acceptable to the Township be posted, such security shall be available for draws/presentation no further than 60 miles from the Township's office, and evidence of necessary insurance coverage be provided prior to the plan being recorded.
- ✓ That the applicant address to the satisfaction of the Township Engineer, the comments of the Township Engineer, as contained in his review dated May 13, 2020.
- ✓ That the applicant address to the satisfaction of the Township Water & Sewer Engineer, the comments of the Township Water & Sewer Engineer, as contained in his review dated March 27, 2020.
- ✓ That the applicant address to the satisfaction of the Township Geotechnical Consultant, the comments of the Geotechnical Consultant, as contained in his review dated May 11, 2020.
- ✓ That the applicant address to the satisfaction of the Township Lighting Consultant, the comments of the Lighting Consultant, as contained in his review dated April 28, 2020.
- ✓ That the applicant address to the satisfaction of the Community Development Department, the comments of the Department, as contained in its review dated April 11, 2020.
- ✓ That the applicant address to the satisfaction of the Public Works Department, the comments of the Public Works Department, as contained in Mr. Herb Bender's review dated February 28, 2020.
- ✓ If deemed to be necessary, the applicant obtains a letter from the Pennsylvania Department of Environmental Protection approving a sewage facilities planning module.
- ✓ That the applicant complies with the March 9, 2020 recommendation of the Landscape and Shade Tree Commission.
- ✓ That the applicant complies with the October 15, 2019 recommendation of the Parks and Recreation Board. Open Space Fee to be charged is \$914.23
- ✓ That the applicant addresses all issues and obtains all approvals deemed necessary by the South Whitehall Township Board of Commissioners in so far as matters pertaining to the Township's water and sewer service are concerned.
- ☐ That the applicant shall dedicate to the Township a utility easement of sufficient size in an area acceptable to the Township for accessing the water meter pit along Crackersport Road. The dedication shall occur prior to the plan being recorded. The dedication shall be by Deed of Easement in a form acceptable to the Township Solicitor, and an Opinion of Record Title prepared by applicant's counsel indicating that the easement is free and clear of liens and encumbrances that would affect the Township's use of said property. The applicant shall furnish to the Township Solicitor a description for the easement that has been approved by the Township Engineer, a copy of the current deed for the property showing current ownership and recites the deed book volume and page reference.
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- ☐ That the applicant reconciles all open invoices for Township engineering and legal services prior to the plan being recorded.
- ☐ he applicant shall meet all conditions of the Final Plan approval, and the Record Plan will be recorded within twelve (12) months of Conditional Final Plan approval, and the applicant agrees that if such conditions are not met, the conditional Final Plan approval will be considered void, and the application for Final Plan approval will be considered void and withdrawn unless otherwise approved by the South Whitehall Township Board of Commissioners.
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- ☐ In the event that the Township becomes involved in litigation of any kind relating to the major subdivision other than a direct appeal by the Applicant of the Township's approval of this Resolution, such as an appeal of this Resolution by an adjoining property owner or a third party, or an attempt to collaterally challenge any conditions of this approval by means other than a timely appeal of this Resolution, the Applicant, on behalf of itself and its agents, representatives, successors and assigns, hereby agrees to exonerate, indemnify, protect, defend (through legal counsel of Township's choice) and save harmless the Township and its boards, committees and commissions (including the individual members thereof), their elected and appointed officers and officials and their employees, contractors, other professional consultants, engineers, solicitors, managers, representatives, advisors, predecessors, successors, agents, independent contractors, insurers and assigns (collectively, the "Township Representatives"), from any and all claims, lawsuits, proceedings, actions, disputes, causes and rights of action, expenses, losses, allegations, demands, charges, injuries, costs (including, without limitation, attorneys' fees, engineers' fees and other costs and expenses incurred, including expert witness fees), damages (including, without limitation, compensatory, consequential or punitive damages), sanctions, and liabilities of every kind, character and manner whatsoever, in law or in equity, civil or criminal, administrative or judicial, contract, tort (including, without limitation, negligence of any kind) or otherwise ("Claims"), pertaining to, relating to, resulting from, caused by or arising out of the Township's approval of the application as evidenced by this Resolution and/or the Township taking any action contemplated by the conditions hereof.

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

**RESOLUTION NO. 2022-\_\_\_\_  
(Duly Adopted August 3, 2022)**

**ACCEPTANCE OF CONDITIONS**

**A RESOLUTION EXTENDING THE CONDITIONAL FINAL APPROVAL GRANTED TO A  
MAJOR PLAN ENTITLED "PARKLAND MANOR PHASE 4 SENIOR LIVING"**

The undersigned, being an authorized representative of the Applicant of the land development shown on the plan entitled "*Parkland Manor Phase 4 Senior Living*" prepared by Penn Technology Consulting LLC, dated August 26, 2019 and last revised April 18, 2020, Township Major Plan 2019-106, for the further development of a 15.354-acre property located at 4636 Crackersport Road, in South Whitehall Township, Lehigh County, Pennsylvania, intending to be legally bound hereby, does affirmatively accept all of the conditions set forth in the Resolution amending Resolution 2020-46 to extend the date by which it must satisfy all conditions of Resolution 2020-46 ninety (90) days to September 28, 2022 and hereby affirms its acceptance of the conditions set forth in Resolution 2020-46, all of which are incorporated herein by this reference, and does waive any and all rights which the applicant would otherwise possess to contest the imposition of said conditions, both at law or in equity. Further, the applicant hereby certifies that as of the date of the Resolution, the applicant does not dispute (as outlined by the Pennsylvania Municipalities Planning Code, including but not limited to §§ 10503(1) and 10510(g)) any professional consultant fee for which it has received an invoice from the Township through the date hereof.

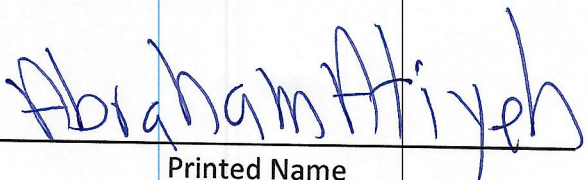
WITNESS/ATTEST:

APPLICANT: Pennsylvania Venture Capital Inc.

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Printed Name

Date: 8-3-22



**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2022-\_\_  
(Duly Adopted August 3, 2022)**

**A RESOLUTION APPOINTING VINCENT QUINN AS A REGULAR MEMBER  
OF THE SOUTH WHITEHALL TOWNSHIP CIVIL SERVICE COMMISSION**

**WHEREAS**, the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, are cognizant of a vacancy on the South Whitehall Township Civil Service Commission due to the resignation of Mr. Mike Bruckner; and

**WHEREAS**, Mr. Vincent Quinn, currently serving as an alternate member of the Civil Service Commission, has acknowledged his willingness to serve and fill the unexpired term of Mr. Mike Bruckner as a regular, voting member of the South Whitehall Township Civil Service Commission.

**NOW, THEREFORE, BE IT RESOLVED** that Mr. Vincent Quinn, 1407 N. 21<sup>st</sup> Street, Allentown, Lehigh County, Pennsylvania, be appointed to the South Whitehall Township Civil Service Commission, as a regular, voting member of the South Whitehall Township Civil Service Commission, filling the unexpired term of Mr. Mike Bruckner, said appointment terminating July 31, 2025, or until a successor shall have been appointed.

**DULY ADOPTED** this 3<sup>rd</sup> day of **August 2022**, by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

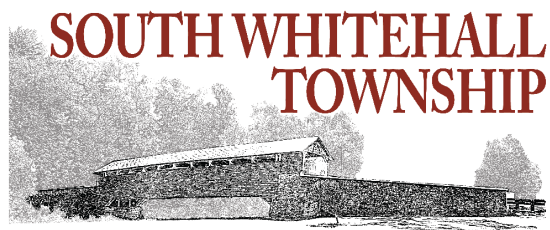
\_\_\_\_\_  
Diane Kelly, President

**ATTEST:**

\_\_\_\_\_  
Scott Boehret, Township Secretary







## MEMORANDUM FOR AGENDA ITEMS

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Herb Bender, Interim Township Manager and Donna Zackeru-Lagonia, Purchasing Agent
<b>DATE:</b>	August 1, 2022
<b>SUBJECT:</b>	Request to Extend Residential Municipal Solid Waste (MSW) Collection, Disposal, and Recycling Services
<b>COPY TO:</b>	S. Boehret

South Whitehall Township is requesting permission to extend the above referenced contract.

When the Township bid the MSW in 2019, we gave bidders an option to bid a three and five-year contract. The Township chose to award a three-year contract with an option to extend the contract at the last contractual year price. A copy of the bid tabulation is attached for reference.

Waste Management has agreed to hold their prices for another one-year term, which we feel with the economy and an unstable fuel market, it would be in the best interest of the Township to extend this contract.



**RE-BID TABULATION - 10/14/19**  
**RESIDENTIAL MUNICIPAL SOLID WASTE (MSW)**  
**COLLECTION, DISPOSAL, AND RECYCLING SERVICES**

<b>A. MSW COLLECTION &amp; DISPOSAL - Per Section 3</b>				
One (1) collection per week based on current Township schedule and routes				
CONTRACT YEAR	ADVANCED DISPOSAL	JP MASCARO	REPUBLIC	WASTE MANAGEMENT
2020	\$1,119,804.00	\$1,472,280.00	No Bid	\$1,376,052.00
2021	\$1,155,078.00	\$1,474,860.00	No Bid	\$1,417,333.00
2022	\$1,191,463.00	\$1,482,792.00	No Bid	\$1,459,853.00
2023*	\$1,228,994.00	\$1,604,736.00	No Bid	\$1,503,650.00
2024*	\$1,267,707.00	\$1,647,048.00	No Bid	\$1,548,758.00
3 YEAR	<b>\$3,466,345.00</b>	<b>\$4,429,932.00</b>	<b>\$0.00</b>	<b>\$4,253,238.00</b>
5 YEAR	<b>\$5,963,046.00</b>	<b>\$7,681,716.00</b>	<b>\$0.00</b>	<b>\$7,305,646.00</b>
<b>B. CURBSIDE PROGRAMS COMMINGLED (RECYCLABLES, CURBSIDE YARD WASTE ETC - Per Section 4</b>				
One (1) collection per week based on current Township schedule and routes				
CONTRACT YEAR	ADVANCED DISPOSAL	JP MASCARO	REPUBLIC	WASTE MANAGEMENT
2020	\$1,117,782.00	\$1,147,248.00	No Bid	\$1,001,075.00
2021	\$1,152,992.00	\$1,149,252.00	No Bid	\$1,031,107.00
2022	\$1,189,312.00	\$1,155,444.00	No Bid	\$1,062,040.00
2023*	\$1,226,775.00	\$1,254,456.00	No Bid	\$1,093,902.00
2024*	\$1,265,418.00	\$1,288,536.00	No Bid	\$1,126,720.00
3 YEAR	<b>\$3,460,086.00</b>	<b>\$3,451,944.00</b>	<b>\$0.00</b>	<b>\$3,094,222.00</b>
5 YEAR	<b>\$5,952,279.00</b>	<b>\$5,994,936.00</b>	<b>\$0.00</b>	<b>\$5,314,844.00</b>
<b>C. HAULING OF YARD WASTE CONTAINERS - Per Section 4 and 5.9.2.3</b>				
CONTRACT YEAR	ADVANCED DISPOSAL	JP MASCARO	REPUBLIC	WASTE MANAGEMENT
2020	\$90,000.00	\$70,404.00	No Bid	\$80,000.00
2021	\$92,835.00	\$70,524.00	No Bid	\$85,000.00
2022	\$95,759.00	\$70,908.00	No Bid	\$90,000.00
2023*	\$98,775.00	\$78,984.00	No Bid	\$95,000.00
2024*	\$101,886.00	\$81,624.00	No Bid	\$100,000.00
3 YEAR	<b>\$278,594.00</b>	<b>\$211,836.00</b>	<b>\$0.00</b>	<b>\$255,000.00</b>
5 YEAR	<b>\$479,255.00</b>	<b>\$372,444.00</b>	<b>\$0.00</b>	<b>\$450,000.00</b>
<b>TOTAL BID PRICE FOR THREE YEAR BID 2020 + 2021 + 2022</b>	<b>\$7,205,025.00</b>	<b>\$8,093,712.00</b>	<b>\$0.00</b>	<b>\$7,602,460.00</b>
<b>TOTAL PRICE FOR FIVE YEAR BID (IF FIVE YEAR OPTION IS SUBMITTED (TOTAL 2020 THROUGH 2024</b>	<b>\$12,394,580.00</b>	<b>\$14,049,096.00</b>	<b>\$0.00</b>	<b>\$13,070,490.00</b>

**RE-BID TABULATION**

RESIDENTIAL MUNICIPAL SOLID WASTE (MSW)

COLLECTION, DISPOSAL, AND RECYCLING SERVICES

**D. OPTIONAL ITEM – DISCOUNT FOR INVOICES PAID WITHIN TEN DAYS - Per Section 5.9.5 (c)**

State discount as percent

CONTRACT YEAR	ADVANCED DISPOSAL	JP MASCARO	REPUBLIC	WASTE MANAGEMENT
2020	No Bid	No Bid	No Bid	No Bid
2021	No Bid	No Bid	No Bid	No Bid
2022	No Bid	No Bid	No Bid	No Bid
2023*	No Bid	No Bid	No Bid	No Bid
2024*	No Bid	No Bid	No Bid	No Bid

**ALTERNATE BID ITEMS****ALTERNATE BID ITEM - ANNUAL ELECTRONIC RECYCLING COLLECTION**

CONTRACT YEAR	ADVANCED DISPOSAL	JP MASCARO	REPUBLIC	WASTE MANAGEMENT
2020	No Bid	\$42,000.00		\$57,000.00
2021	No Bid	\$43,680.00		\$60,000.00
2022	No Bid	\$45,432.00		\$63,000.00
2023*	No Bid	\$49,980.00		\$66,000.00
2024*	No Bid	\$53,484.00		\$70,000.00
TOTALS FOR 3 YEAR	\$0.00	\$131,112.00	\$0.00	\$180,000.00
TOTALS FOR 5 YEAR	\$0.00	\$234,576.00	\$0.00	\$316,000.00

**ALTERNATE BID ITEM - ANNUAL SPRING LEAF COLLECTION**

CONTRACT YEAR	ADVANCED DISPOSAL	JP MASCARO	REPUBLIC	WASTE MANAGEMENT
2020	No Bid	No Bid		No Bid
2021	No Bid	No Bid		No Bid
2022	No Bid	No Bid		No Bid
2023*	No Bid	No Bid		No Bid
2024*	No Bid	No Bid		No Bid
TOTALS FOR 3 YEAR	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS FOR 5 YEAR	\$0.00	\$0.00	\$0.00	\$0.00

**RE-BID TABULATION - 10/14/19**  
**RESIDENTIAL MUNICIPAL SOLID WASTE (MSW)**  
**COLLECTION, DISPOSAL, AND RECYCLING SERVICES**

**a. PRICE FOR FREON REMOVAL, PER ITEM:**

CONTRACT YEAR	ADVANCED DISPOSAL	JP MASCARO	REPUBLIC	WASTE MANAGEMENT
2020	\$ 60.00	\$ 75.00		\$ 100.00
2021	\$ 61.00	\$ 75.00		\$ 100.00
2022	\$ 62.00	\$ 80.00		\$ 100.00
2023*	\$ 63.00	\$ 85.00		\$ 100.00
2024*	\$ 64.00	\$ 90.00		\$ 100.00

**b. BULK STICKER:**

CONTRACT YEAR	ADVANCED DISPOSAL	JP MASCARO	REPUBLIC	WASTE MANAGEMENT
2020	\$ 32.00	\$ 30.00		\$ 65.00
2021	\$ 32.00	\$ 30.00		\$ 65.00
2022	\$ 32.00	\$ 33.00		\$ 65.00
2023*	\$ 32.00	\$ 35.00		\$ 65.00
2024*	\$ 32.00	\$ 38.00		\$ 65.00

**c. ANNUAL GRASS STICKER (CURBSIDE):**

CONTRACT YEAR	ADVANCED DISPOSAL	JP MASCARO	REPUBLIC	WASTE MANAGEMENT
2020	\$ 120.00	\$ 60.00		\$ 65.00
2021	\$ 120.00	\$ 62.50		\$ 65.00
2022	\$ 120.00	\$ 65.00		\$ 65.00
2023*	\$ 120.00	\$ 67.50		\$ 65.00
2024*	\$ 120.00	\$ 70.00		\$ 65.00

**d. INDIVIDUAL GRASS STICKER (CURBSIDE): PER STICKER PRICE**

CONTRACT YEAR	ADVANCED DISPOSAL	JP MASCARO	REPUBLIC	WASTE MANAGEMENT
2020	\$ 4.00	\$ 3.00		\$ 3.00
2021	\$ 4.00	\$ 3.25		\$ 3.00
2022	\$ 4.00	\$ 3.50		\$ 3.00
2023*	\$ 4.00	\$ 4.00		\$ 3.00
2024*	\$ 4.00	\$ 4.25		\$ 3.00

**RE-BID TABULATION****RESIDENTIAL MUNICIPAL SOLID WASTE (MSW)  
COLLECTION, DISPOSAL, AND RECYCLING SERVICES****e. ALTERNATE BID ITEM - New, Additional, or Replacement Collection Carts (delivered):**

<b>CONTRACT YEAR</b>	<b>ADVANCED DISPOSAL</b>	<b>JP MASCARO</b>	<b>REPUBLIC</b>	<b>WASTE MANAGEMENT</b>
2020 - 35 GALLON	\$ 48.00	\$ 80.00		\$ 125.00
2020 - 64 GALLON	\$ 55.00	\$ 82.50		\$ 100.00
2020 - 96 GALLON	\$ 60.00	\$ 85.00		\$ 100.00
2021 - 35 GALLON	\$ 48.00	\$ 82.50		\$ 125.00
2021 - 64 GALLON	\$ 55.00	\$ 85.00		\$ 100.00
2021 - 96 GALLON	\$ 60.00	\$ 87.50		\$ 100.00
2022 - 35 GALLON	\$ 48.00	\$ 85.00		\$ 125.00
2022 - 64 GALLON	\$ 55.00	\$ 87.50		\$ 100.00
2022 - 96 GALLON	\$ 60.00	\$ 90.00		\$ 100.00
2023* - 35 GALLON	\$ 48.00	\$ 90.00		\$ 125.00
2023* - 64 GALLON	\$ 55.00	\$ 92.50		\$ 100.00
2023* - 96 GALLON	\$ 60.00	\$ 95.00		\$ 100.00
2024* - 35 GALLON	\$ 48.00	\$ 90.00		\$ 125.00
2024* - 64 GALLON	\$ 55.00	\$ 92.50		\$ 100.00
2024* - 96 GALLON	\$ 60.00	\$ 95.00		\$ 100.00

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

**RESOLUTION NO. 2022-\_\_\_\_  
(Duly Adopted August 3, 2022)**

**A RESOLUTION APPROVING AND ADOPTING THE “FIRST AMENDMENT TO CONTRACT  
FOR “RESIDENTIAL MUNICIPAL SOLID WASTE (MSW) COLLECTION, DISPOSAL AND  
RECYCLING SERVICES” TO PROVIDE FOR AN EXTENSION OF ONE YEAR THROUGH 2023”**

**WHEREAS**, on November 14, 2019, the TOWNSHIP OF SOUTH WHITEHALL (hereinafter referred to as “**TOWNSHIP**”) and ADVANCED DISPOSAL SERVICES EASTERN PA, INC. (hereinafter referred to as “**ADVANCED DISPOSAL**”) entered into a contract for “Residential Municipal Solid Waste (MSW) Collection, Disposal And Recycling Services” on November 14, 2019 (the “**Original Contract**”); and

**WHEREAS**, on or about June 30, 2021 Advanced Disposal was merged into the WASTE MANAGEMENT OF PENNSYLVANIA, INC. (hereinafter referred to as “**Contractor**”) and pursuant to Section 5.0 – General Conditions, subsection 5.10 – Assignment And Delegation, of the Original Contract, and by operation of law, the Contractor is deemed to have assumed the rights, duties, obligations, terms, conditions, and prices of Advanced Disposal to the Original Contract; and

**WHEREAS**, the Original Contract provided at Section 5.0 – General Conditions, subsection 5.3 – Contract Duration and Contract Years, that the Original Contract shall be automatically extended for up to five (5) successive additional one-year Contract Years, at the Bid prices for the last Contract Year (Contract Year No. 3), unless either party notifies the other party of that party’s intentions to terminate the Original Contract, as more fully set forth in said subsection 5.3.; and

**WHEREAS**, the parties now desire to forego their respective rights to terminate the Original Contract, and to instead continue and extend such Contract Year 3 portion of the Original Contract from the end of Contract Year 3 through 2023 to end on December 31, 2023 as set forth in the attached “First Amendment To Contract For “Residential Municipal Solid Waste (MSW) Collection, Disposal And Recycling Services” To Provide For An Extension Of One Year Through 2023” (“**First Amendment**”), together with preserving the ability for the Township and the Contractor to automatically extend the Original Contract for up to four (4) successive additional one-year Contract Years, at the Bid prices for the last Contract Year (Contract Year No. 3), all as set forth in the attached Exhibit “A”, being the First Amendment; and

**WHEREAS**, the Board of Commissioners of the Township has found that the First Amendment is in the best interests of the citizens and residents of the Township, and as such now desires to formally approve and adopt the First Amendment.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED** that the Board of Commissioners of the Township of South Whitehall, by and for the Township, hereby approves and adopts the attached First Amendment, Exhibit "A".

**AND BE IT ADOPTED AND RESOLVED** that the President of the Board of Commissioners, or Vice-President in the absence of the President, the Township Manager (or Acting Township Manager), and the Township staff are hereby authorized and directed to do all things and take all actions which may be necessary or convenient for the purpose of effectuating and implementing this Resolution and the First Amendment.

**DULY ADOPTED** this 3<sup>rd</sup> day of **August 2022** by the Board of Commissioners of Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled. 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, and that the Township Secretary attest to said execution.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

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Diane Kelly, President

ATTEST:

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Scott Boehret, Twp. Secretary



**FIRST AMENDMENT TO CONTRACT FOR “RESIDENTIAL MUNICIPAL SOLID  
WASTE (MSW) COLLECTION, DISPOSAL AND RECYCLING SERVICES” TO  
PROVIDE FOR AN EXTENSION OF ONE YEAR THROUGH 2023**

THIS FIRST AMENDMENT TO CONTRACT FOR “RESIDENTIAL MUNICIPAL SOLID WASTE (MSW) COLLECTION, DISPOSAL AND RECYCLING SERVICES” TO PROVIDE FOR AN EXTENSION OF ONE YEAR THROUGH 2023 (“**First Amendment**”), dated

\_\_\_\_\_, 2022, by and between the TOWNSHIP OF SOUTH WHITEHALL, in the County of Lehigh, Commonwealth of Pennsylvania, a political subdivision, Municipal Corporation and Township of the First Class (hereinafter referred to as the “**TOWNSHIP**”); and WASTE MANAGEMENT OF PENNSYLVANIA, INC., a Pennsylvania corporation, with its local principal place of business situated at 2710 Golden Key Rd., Weisenberg Township, Lehigh County, Kutztown, PA 19530 (hereinafter referred to as the “**CONTRACTOR**”) (collectively, the “**Parties**”).

**RECITALS**

A. The TOWNSHIP and ADVANCED DISPOSAL SERVICES EASTERN PA, INC. (hereinafter referred to as “**ADVANCED DISPOSAL**”) entered into a Contract for “Residential Municipal Solid Waste (MSW) Collection, Disposal And Recycling Services” on November 14, 2019 (the “**Original Contract**”).

B. The Original Contract reflects in the recitals and section 10 that the Township elected for the Original Contract to commence on January 1, 2020 and have a duration of three (3) Contract Years, as more fully provided in the Original Contract as set forth below.

C. The Original Contract includes by reference certain Contract Documents as defined and listed in section 2 of the Original Contract (“**Contract Documents**”), specifically at 2.e. a Section 5.0 – General Conditions.

D. In said Section 5.0, subsection 5.3 – Contract Duration and Contract Years provides that the Original Contract shall have an initial term ending December 31, 2022, as the Township elected a three (3) year Contract which is set to expire on December 31, 2022. Section 5.3 further provides that the Original Contract shall be automatically extended for up to five (5) successive additional one-year Contract Years, at the Bid prices for the last Contract Year (Contract Year No. 3) unless either party notifies the other party of that party’s intentions to terminate the Original Contract, as more fully set forth in said subsection 5.3.

E. On or about June 30, 2021 Advanced Disposal (Pennsylvania Department of State Business Corporation Entity Number 2823860) was merged into the Contractor. Pursuant to Section 5.0 – General Conditions, subsection 5.10 – Assignment And Delegation, and by operation of law, the Contractor is deemed to have assumed the rights, duties, and obligations of Advanced Disposal to the Original Contract, and as such now ‘stands in the shoes’ of Advanced Disposal with regard to all of the terms, conditions, and prices of the Original Contract.

F. The Parties desire to forego their respective rights to terminate the Original Contract and to instead continue and extend such Contract Year 3 portion of the Original Contract from the end of Contract Year 3 through 2023 to end on December 31, 2023 as set forth below.

### STATEMENT OF FIRST AMENDMENT

NOW, THEREFORE, in consideration the recitals included herein, which are hereby deemed to be repeated and included in this Statement of First Amendment, and in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties, for themselves, their heirs, successors and assigns, covenant and agree as follows:

1. Interpretation. This First Amendment shall bind Township and Contractor. To the extent that this First Amendment is inconsistent with the Original Contract, this First Amendment shall control. All other terms, conditions, provisions, and Prices for Year 3 of the Original Contract shall remain unchanged and in full force and effect to the extent not amended by this First Amendment. All terms not otherwise defined herein shall have the meaning given such term in the Original Contract.

2. Extension. Pursuant to subsection 5.3 of the General Conditions incorporated fully into the Original Contract, the Parties are hereby agreeing to forego their respective rights to terminate the Original Contract for the next one (1) year, being the calendar year 2023, and, therefore, the Original Contract shall be extended for an additional term of one (1) year commencing upon the expiration of the initial term (January 1, 2023) and expiring on December 31, 2023 (“**Contract Extension**”). This Contract Extension shall be on the same terms, conditions, and Prices for Contract Year 3 as contained in the Original Contract and as if set forth herein, excepting that neither Party shall have the right or option to terminate this Contract Extension. Thereafter, the Contract Year 3 of the Original Contract shall be automatically extended for up to four (4) successive additional one-year Contract Years unless either party notifies the other party in writing, not less than one hundred eighty (180) days prior to the expiration of any successive extended Contract Year, of that party’s intentions to terminate the Contract.

3. Pricing Acknowledgement. The Parties expressly acknowledge pursuant to the terms of the Original Contract that the Bid Prices in effect during 2022 (Contract Year No. 3) shall continue and remain effective during this Contract Extension through December 31, 2023.

4. Method of Execution; Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one agreement. Any signature on a copy of this First Amendment or any document necessary or convenient thereto sent by facsimile, PDF, or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this First Amendment.

5. Certification of Authority. The person who executes this First Amendment below on behalf of the Contractor does thereby certify that said person is duly authorized by the

Contractor to execute this Amendment and thereby bind the Contractor to this First Amendment, and shall be deemed to have been so authorized for all purposes related to this First Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to Contract as of the date first above written.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS  
TOWNSHIP**

[TOWNSHIP SEAL]

\_\_\_\_\_  
Diane Kelly, President

ATTEST:

\_\_\_\_\_  
Scott Boehret, Township Secretary

~~[SIGNATURES CONTINUED ON NEXT PAGE]~~ PDN/ ZLO

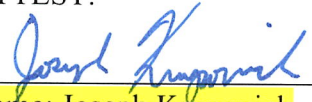
**WASTE MANAGEMENT OF  
PENNSYLVANIA, INC.  
CONTRACTOR**

[CORPORATE SEAL]

By:   
Name: Christopher Farley

(print legibly or type):  
Title: President

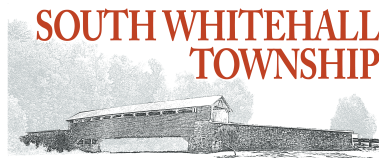
ATTEST:

  
Name: Joseph Krupovich

(print legibly or type)  
Assistant Secretary





**Agenda Item Details**

Meeting	Aug 03, 2022 - Board of Commissioners
Category	10. 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 - 2 Alternate Vacancies
2. Green Advisory Council - 3 Vacancy
3. Landscape Shade Tree Commission - 2 Vacancies
4. Park & Recreation Board - 1 Vacancy
5. Environmental Advisory Council - 3 Vacancies

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

- Tuesday, August 9th - Comprehensive Plan Workshop, 7P
- Wednesday, August 10th - Civil Service Commission, 1P
- Wednesday, August 10th - Building Code Appeals Board, 3:30P
- Wednesday, August 10th - BOC Workshop, 6P
- Friday, August 12th - Movie in the Park, Fernwood Park, 7:45P
- Monday, August 15th - Green Advisory Council, 6P

**Administrative Content****Executive Content**

