

**Wednesday, February 15, 2023**  
**Board of Commissioners**

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

**1. CALL TO ORDER**

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**2. PLEDGE OF ALLEGIANCE**

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**3. ANNOUNCEMENTS**

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- 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:

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

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**5. MINUTES**

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- A. February 1, 2023 - Board of Commissioners Meeting Minutes

**6. PRESENTATIONS**

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- A. Lehigh County Executive, Phil Armstrong

**7. ORDINANCES**

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- A. An Ordinance Of The Township Of South Whitehall, County Of Lehigh, And Commonwealth Of Pennsylvania, Amending Part I ("Administrative Legislation"), Chapter 17 ("Boards, Commissions, Councils And Departments"), Article II ("Park And Recreation Board") Of The Codified Ordinances Of South Whitehall Township To Amend And Restate In Its Entirety The Park And Recreation Board Ordinance Of South Whitehall Township, And Providing For A Repealer Clause, Severability Clause And Effective Date
- B. Direction/Discussion - Draft Zoning Ordinance Amendment - Section 350-42(h) Height Exceptions
- C. Direction/Discussion - Draft Zoning Ordinance Amendment - Add Section 350-13(f) Zoning Certificate of Use

**8. RESOLUTIONS**

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- A. A Resolution Of The Board Of Commissioners Of South Whitehall Township, Lehigh County, Pennsylvania Designating The Officials Authorized To Execute Documents And Agreements And The Project Contact For Greenways, Trails, And Recreation Program Grant C000076556 - "Vistas Park Nature Play Improvements Project"
- B. A Resolution Extending The Conditional Preliminary/Final Approval Granted To A Major Plan Entitled "Proposed Parking Lot Improvements 798 Hausman Road"
- C. A Resolution Granting Preliminary/Final Approval To A Minor Plan Entitled "1881 Penns Crossing And 3768 Huckleberry Road"
- D. A Resolution Of The Board Of Commissioners Of South Whitehall Township To Submit An Application To The Bureau Of Justice Assistance (BJA) Of The Office Of Justice Programs (OJP), U.S. Department Of Justice (DOJ) And Justice &

Security Strategies (JSS) For A Grant To Replace Body-Worn Cameras For The Use Of The South Whitehall Township Police Department

E. Resolution Appointing \_\_ to the Parks & Recreation Board

**9. MOTIONS**

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A. Motion to Authorize the Township Manager to Execute Professional Services Agreement in the amount of \$52,000.00 with A6A Associates, LLC for Public Safety Exercise (project is funded by a \$50,000.00 Commonwealth of Pennsylvania Community and Economic Assistance Program Grant

B. Motion to Proceed with Purchase of New Doors at the Cedarbrook and Whitehall-Huckleberry Water Stations

C. Motion to Proceed with Advertising of Paving Materials - 2023 Milling Contract

D. Field Contract for Door/Camera Access - Thiel Strategic Communications

E. Police Department Collective Bargaining Unit Memorandum of Understanding - Approval

**10. CORRESPONDENCE AND INFORMATION ITEMS**

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A. Upcoming Meetings

**11. OLD BUSINESS**

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A. Wehrs Dam - Explanation by Herb Bender, Director of Twp. Operations

B. Comprehensive Plan Update - Explanation by Dave Manhardt, Director, Community Development Department

**12. DIRECTION/DISCUSSION ITEMS**

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A. 2023 Lehigh County Conservation District Envirothon Event (April 25th and April 27th).

B. February 6, 2023 Pension Committee Meeting - Summary

C. South Whitehall Township Appointment Policy for Citizen Advisory Boards

D. Blue Barn Meadows Stage 1 Improvements Security Release Certification #4

E. Blue Barn Meadows Stage 2 Improvements Security Release Certification #4

F. Blue Barn Meadows Stage 3 Improvements Security Release Certification #2

G. Jordan Creek Greenway Trail Project Update

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

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

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A. Invoices and Disbursements

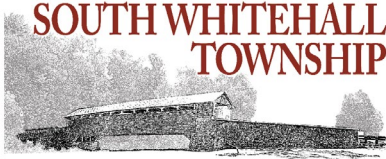
**15. EXECUTIVE SESSION**

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**16. ADJOURNMENT**

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**BOARD OF COMMISSIONERS**

**PUBLIC MEETING**

**AGENDA-MINUTES**

**February 1, 2023**

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

**Attendees:**

Commissioner Diane Kelly, President  
Commissioner David M. Kennedy, Vice President  
Commissioner Monica Hodges, Assist. Twp. Secretary  
Commissioner Brad Osborne  
Commissioner Jacob Roth  
Joseph Zator, Solicitor, Zator Law  
Anthony Tallarida, Twp. Engineer, The Pidcock Co.

Tom Petrucci, Township Manager  
Herb Bender, Dir. of Twp. Operations  
Mike Elias, PW Utility & MS4 Coordinator  
Tricia Dickert, Director of Finance  
Glenn Dorney, Chief, PD  
Dave Manhardt, Director, Community Development Dept.  
Chris Strohler, Long-Range Planner, CD Dept.\*  
Gregg Adams, Planner, Community Development Dept.  
Chris Kiskeravage, Twp. Fire Commissioner \*  
John Frantz, Fire Marshal, Building Code Official \*  
Tom Harper, Code Enforcement Program Manager \*  
Rob Fehnel, IT Projects Manager \*  
Tracy Fehnel, Exec. Assistant  
**Absent\***      **Attended Virtually \*\***

**2. PLEDGE OF ALLEGIANCE**

**3. ANNOUNCEMENTS:**

- a. **All Public sessions of the South Whitehall Township Board of Commissioners are electronically recorded, filed, and posted to the website for Public access.**
- b. **Public/Virtual Meeting Rules**
- c. **Board of Commissioners Met in Executive Session on the following date(s) to discuss Legal and/or Personnel Matters: February 1, 2023**

**4. COURTESY OF THE FLOOR: Public Comment on Non-Agenda Items: NONE.**

**5. MINUTES:**

**a. January 18, 2023 – Board of Commissioners Meeting Minutes**

A MOTION was made by Commissioner Roth, which was seconded by Commissioner Hodges, to approve the January 18, 2023, BOC Meeting Minutes. All in favor; none opposed. Vote 5:0. Motion carried.

**6. PRESENTATIONS:**

**a. A Resolution Appointing Stephen Brown to the Position of Captain for South Whitehall Township**

A MOTION was made by Commissioner Kennedy, which was seconded by Commissioner Roth, to approve resolution appointing Stephen Brown to the Position of Captain for SWT. All in favor; none opposed. Vote was 5:0. Motion carried.

**b. A Resolution Appointing Eric Dotter to the Position of Lieutenant for South Whitehall Township**

A MOTION was made by Commissioner Kennedy, which was seconded by Commissioner Hodges, to approve resolution appointing Eric Dotter to the Position of Lieutenant for SWT. All in favor; none opposed. Vote was 5:0. Motion carried.

**7. ORDINANCES:**

- a. Hearing, Followed by Motion to Adopt said Ordinance - An Ordinance Amending The South Whitehall Township Zoning Ordinance By Deleting Section 350-48(N)(2) No-Impact Home-Based Business, Creating New Sections 350-48(H)(5) Home-Based Business, No-Impact And 350-48(H)(4) Home-Based Business, Low-Impact, Renumbering Existing Section 350-48(N)(3) Nursing Home To Section 350-48(N)(2), Renumbering Existing Sections 350-48(H)(4) Through (H)(6) To 350-48(H)(6) Through (H)(8) To Accommodate The New Sections 350-48(H)(4) And (H)(S), Correct All Impacted Links Within The Zoning Ordinance; And, Providing For A Severability Clause, Retention Of Rights To Enforce Clause, A Repealer Clause, And An Effective Date.**

At 7:15P, hearing began, with Township Solicitor Joseph Zator presiding. The purpose of the hearing for a zoning hearing amendment is to inform the public, and allow for public comment. At the end of the public hearing, there will also be an opportunity for the Board to vote on this, if they so choose to do so.

This particular draft ordinance has gone through all the necessary procedural requirements—all preliminaries for this hearing have been fulfilled.

Gregg Adams, Planner, CD Dept., explained this was before the board three times in the last six months—this ordinance is to do two things: Update the no-impact home-based business section of the ordinance to be more consistent with the PA Municipalities Planning Code and to create a low-impact home-based business, which allows a few more items in residential areas, but those items would be subject to special exception review by the zoning hearing board. The Board has seen them, recommended them for advertisement; the LVPC subsequently reviewed them—we received good feedback from the LVPC. This ordinance is now before the BOC this evening in its final state—ready for adoption.

Attorney Zator read from the LVPC letter, which says—"This proposal aligns with the intent of *FutureLV: The Regional Plan* to continue diversification of the regional economy by allowing home-based businesses that have no or low impact. These uses support modern workforce needs through increased flexibility and economic opportunities (of Policy 4.2). ...The LVPC commends the Township for incorporating language of the MPC in its proposed amendment to ensure the proposal is in line with the State law."

President Kelly asked that the Board be provided future feedback on this ordinance, regarding anything they might need to be aware of, or any changes that might need to be made regarding said ordinance. The Board was in agreement with this.

For the record, Board/Public comment was called for. Hearing then closed at 7:21P.

At this time a MOTION was made by Commissioner Osborne, which was seconded by Commissioner Roth, to approve said ordinance as presented this evening. All in favor; none opposed. Vote 5:0. Motion carried.

**b. Direction/Discussion, Followed by Motion to Send to LVPC & Township Solicitor's Office for Review/Comments - Special Exception Uses Zoning Ordinance Amendment**

Township Manager Tom Petrucci explained that this ordinance is before the Board because CD Dept noticed there is no method to provide input to the ZHB for special exception uses for engineering reviews and PC insight. Basically the ZHB mandate w/respect to special exception uses is to attach reasonable conditions and safeguards to said uses. A special exception use is presumed to be permitted; however, the ZHB has the right to attach conditions. In order to aid the ZHB, Staff feels it is necessary for said uses to go through the PC process, whereby a site plan would be reviewed, review letters would be generated by township engineer/staff, which would give ZHB that level of insight in order to attach conditions which would more accurately reflect the use being proposed. There are multiple municipalities that utilize this type of ordinance. At the October 5, 2022, meeting, the BOC asked Staff to move forward with this ordinance. At the December 15, 2022, meeting, PC made a number of comments to proposed amendment. Amendment was revised to include those comments, so as to create consistency with the MPC. Township Manager Tom Petrucci said that at this point, we feel it is ready to go to the Township Solicitor and the LVPC for their review and comment.

A MOTION was made by Commissioner Roth, which was seconded by Commissioner Kelly, granting permission for review and comments by Township Solicitor and LVPC. All in favor; none opposed. Vote 5:0. Motion carried.

**8. RESOLUTIONS:**

**a. A Resolution of the Board of Commissioners of South Whitehall Township to Adopt a Formal Policy Entitled "South Whitehall Township Appointment Policy for Appointed Citizen Boards, Committees, Commissions and Councils"**

Township Manager Tom Petrucci explained that the Board has reviewed this twice and Board comments taken under advisement and incorporated into the policy.

An executive summary of the key provisions of this draft policy is provided as follows:

1. Provides for maintaining a database of current members of appointed Boards, Committees, Commissions and Councils (referred to as "Citizen Boards" for ease of reference).

2. Provides for maintaining a database of applicants to Citizen Boards.
3. Establishes the notification process for expiring and/or vacant Citizen Board positions on an annual basis.
4. Establishes that all expiring and/or vacant Citizen Board positions will be advertised for notice of availability in order to promote the principle of inclusion and afford opportunities to other potential applicants.
5. Clarifies that incumbent members of Citizen Boards will be required to interview before the Board of Commissioners.
6. Confirms that all interviews of applicants will be conducted during public regular meetings of the Board and Commissioners, utilize a panel interview format and be conducted in accordance with the requirements of the Sunshine Law
7. Establishes suggested minimum criteria for the selection, nomination and appointment of applicants.
8. Provides for involvement of the Township Manager (and/or designee) and Chairpersons of each Citizen Board in the interview process.

A MOTION was made by Commissioner Kennedy, which was seconded by Commissioner Kelly, to approve said resolution adopting formal policy entitled SWT appointment policy for appointed Citizen Boards, Committees, Commissions and Councils. All in favor; none opposed. Vote 5:0. Motion carried.

**b. A Resolution of the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania, Authorizing the Acceptance of the Real Property Identified as a 0.042 Acre (1,829 Square Feet) Portion of Lehigh County Parcel Identifier Number 547749593101-1 (See 9-B below.)**

Township Manager Tom Petrucci explained that the action requested is to approve resolution accepting the 0.042 acre (1,829 SF) portion of LC Parcel, which is necessary in order to proceed with the JC Greenway Trail, which is in Phase 1 of the project, and which is funded by a \$1M TASA Reimbursement Grant. Township has met with property owner, Mr. Daniel Puchyr, who has agreed to dedicate the necessary ROW to the Township to facilitate the JCG Trail to connect to River Road. The original plan was to utilize Jersey barriers. A more esthetic option was reviewed with Mr. Puchyr. At this time we are seeking motion to allow for this ROW of dedication. On behalf of the Board, President Kelly thanked Mr. Puchyr for his willingness to do this for the Township.

A MOTION was made by Commissioner Osborne, which was seconded by Commissioner Kelly, approving said resolution as explained by Mr. Petrucci. All in favor; none opposed. Vote 5:0. Motion carried.

**c. A Resolution of the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania Authorizing the Delivery of Real Estate Tax Duplicates Pursuant to Section 1712 of the First Class Township Code**

Township Manager Tom Petrucci provided the following background Information:

Section 1712 of the First Class Township Code states the following:

Delivery of Duplicates.--The board of commissioners shall within thirty days after adoption of the budget or within thirty days after receipt of the assessment roll from the county, whichever is later, deliver a duplicate of

the assessment of township taxes to the township tax collector, together with the board's warrant for collection of the taxes.

We as a Township must comply with the above-identified requirement. The Resolution authorizes the Township Manager, Finance Director, and/or Township Secretary to take the necessary actions to complete this requirement.

A MOTION was made by Commissioner Roth, which was seconded by Commissioner Kennedy, approving said resolution, which authorizes the Township Manager, Finance Director, and/or Township Secretary to take the necessary actions to complete this requirement. All in favor. None opposed. Vote 5:0. Motion carried. (Noted for the record, the Township has historically always completed this requirement—this resolution simply memorializes this action and ensures the process is followed each year.)

**d. A Resolution Amending Resolution No. 2023-01, Designating Depositories for Township Funds**

Township Manager Tom Petrucci explained that the Board already approved the designation of depositories earlier this year; however, the Auditor asked that the Township assign the Township Secretary or Director of Finance the duty of opening/closing escrow accounts where applicable. Therefore, that language needed to be added to ensure we are in compliance with the request of our Auditor.

A MOTION was made by Commissioner Kennedy, which was seconded by Commissioner Kelly to approve said resolution. All in favor; none opposed. Vote 5:0. Motion carried.

**9. MOTIONS:**

**a. Motion to Confirm the Township Engineer as the Project Design Consultant for Vistas Park Department of Conservation and Natural Resources (DCNR) C2P2 Grant (BRC-PRD-26-269- Development)**

Township Manager Tom Petrucci explained that Richard Bogart, DCNR Recreation and Conservation Advisor 2, has requested that the Township confirm its selection of the design consultant for the Vistas Park DCNR C2P2 Grant so that the Township can then schedule the required Initial Conference Call with DCNR. Following the call, all activities can occur.

Scope of work for Vistas Park is as follows: Construction of a pickleball court, pedestrian walkways, nature play areas, fencing/shade structures, ADA access, project sign and related site improvements. The Township must complete all identified items per DCNR Grant agreement requirements.

Some key points of the project design:

- Anything that is funded by DCNR must comply with their rules/regulations and be ADA compliant.
- The DCNR Project Advisor must approve the design/specifications before it can go out to competitive bid.
- The Township may appoint the Township Engineer or any other professional service without an RFP for a development project. Mr. Bogart will then have that firm added to the portal. The Township will

then hold the formal initial project conference Call to review the entire scope and the grant requirements.

Takeaways from the January 24, 2023, meeting with Staff on this project are as follows:

1. The Township should endeavor to stay under the 1 acre of disturbance threshold to avoid the requirement of a NPDES permit, if at all technically practicable/feasible.
2. The Township should endeavor to adhere to the DCNR Scope of Work while still achieving ADA compliance. In order to accomplish these combined goals, the Township will need to modify the plan layout to eliminate and/or modify the placement of the features in the southern portion of the existing park.
3. There are a number of challenges relative to the existing topography and landscape features of the park. Township officials will need to work with Pidcock to accomplish the following:
  - Increase parking.
  - Provide all identified scope of work items.
  - Achieve ADA compliance.
  - Update the Board of Commissioners on any revised drawings/maps prior to sending to DCNR for final approval.

An approved/existing PO 20210338-00 already exists for this project in the amount of \$77,000. Of that amount, \$49,934.79 remains, with a total of \$27,065.21 in costs incurred to date. Township is on track to remain under the total amount approved by the PO as confirmed by Tony Tallarida.

A MOTION was made by Commissioner Hodges, which was seconded by Commissioner Kennedy, to confirm the Township Engineer as the Project Design Consultant for Vistas Park Department of Conservation and Natural Resources (DCNR) C2P2 Grant (BRC-PRD-26-269-Development). All in favor; none opposed. Vote 5:0. Motion carried.

**b. Motion to Authorize Township Manager to Execute Michael Baker International Proposal in the Amount of \$56,240.00 for Engineering and Permitting for River Road Relocation Project (See 8-B above.)**

Township Manager Tom Petrucci explained that this is the second part of the River Road Project to widen the road. Michael Baker is the engineer of record for the TASA Grant, Phase 1 of the JCG Trail Project. This part of the project is not part of the PennDOT TASA Grant, but is considered a local Township project, and Staff recommendation is to keep the work with Michael Baker. We want to ensure that there are no inconsistencies between this project and the TASA Grant when we go seek reimbursement for the \$1M TASA Grant.

Mr. Petrucci clarified for Commissioner Kennedy that the \$56,240 is solely for the River Road relocation.

A MOTION was made by Commissioner Kelly, which was seconded by Commissioner Roth, granting permission to execute the professional agreement with Michael Baker to proceed with the work. Vote was 4:1. Commissioner Kennedy was a NO vote. Motion carried.

**c. Motion to Authorize Township Manager to Execute Michael Baker International Proposal in the Amount of \$11,591.84 for the Jordan Creek Greenway Project; Design and Engineering Services (Supplement #5 - Phase 2 Amendment for Additional Archaeology Services)**

Township Manager Tom Petrucci explained why this motion is necessary—during the scope of Phase 2, basically the engineering and design portion of this project, it was identified that there could be some sensitive areas that need remediation in accordance with State regulations to ensure we are not impacting any culturally significant artifacts. This Phase 2 report will document, preserve, curate those artifacts. The report is then sent to the PA Historical & Museum Commission in order to ensure we are meeting all those requirements and that we are not impacting any portion of the area of this project.

In order for Phase 2 of the JCG Trail Project to move forward, for the design, we do need to go forward with this proposal. To summarize, we have the money now, we can move forward with this project, no funds need to be transferred this year for this project. However, Mr. Petrucci explained that next year we will most likely have to budget more funds.

If we seek additional funding at some point, we will need to show them this archeology/historical report, which was sent to the PA Historical & Museum Commission.

The DCNR Grants are a 50/50 match. The total of the project was \$300,000. The Grant was \$150,000. Township will be within the \$300,000 for this project as budgeted.

Mr. Petrucci explained that regarding this project, it is viewed as a two-tiered process. The first was to get the Board up to speed on the financial aspect; the second is w/CD, whereby Dave Manhardt and Chris Stroehler are working on providing an update on the construction and design portions of the project, which Board should have within the next month. This will ensure that the Board is updated on the financial and construction/design ends of the project.

A MOTION was made by Commissioner Roth, which was seconded by Commissioner Kelly, to Authorize Township Manager Tom Petrucci to execute the Michael Baker Proposal in the amount of \$11,591.84 for the JCG Project; Design and Engineering Services (Supplement #5-Phase 2 Amendment for additional Archaeology Services). All in favor; none opposed. Vote is 5:0. Motion carried.

## **10. CORRESPONDENCE AND INFORMATION ITEMS:**

### **a. Upcoming Meetings**

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

- Monday, February 6th, 9A - Pension Committee Meeting
- Monday, February 6th, 5P - Special BOC Meeting, Interview of Candidate for Alternate Position on ZHB
- Monday, February 6th, 7P - Public Safety Commission Meeting
- Wednesday, February 8th, 10A - Civil Service Commission Meeting
- Thursday, February 9th, 7P - Zoning Hearing Board, Special Hearing
- Monday, February 13th, 7P - Parks & Recreation Board Meeting



#### **CURRENT VACANCIES ON BOARDS/COMMISSIONS**

1. Civil Service Commission - 1 Alternate Vacancy
2. Environmental Advisory Council - 3 Vacancies
3. Green Advisory Council - 2 Vacancies
4. Landscape Shade Tree Commission - 1 Vacancy
5. Parks & Recreation Board - 1 Vacancy
6. Zoning Hearing Board - 3 Alternate Vacancies

#### **11. OLD BUSINESS**

##### **a. Wehr's Dam – Explanation by Herb Bender, Director of Twp. Operations.**

Herb Bender explained they are trying to get the gabion baskets on the south side of the stream completed—we need to wait for some dry weather to do so. We need 3-4 days to accomplish this. If we take them out early, and then it rains, the banks may erode. Another issue is seepage around the south side wing wall, which needs to be corrected. Did have a meeting with engineers. This repair is slated to be addressed in the spring. Will use the same permit—we won't close it out. PW will make this repair in-house to keep this cost down significantly. Engineering will be on site when this repair is being made. Then PA DEP can finally close out this project.

##### **b. Comprehensive Plan Update - Explanation by Dave Manhardt, Director, Community Development Department**

Dave Manhardt explained, still in the Public Comment period. Comments still being received through the online forum. Comments will be cataloged/categorized into report format. Also received comments from Jeras Corp, as well as the LVPC. Many comments received revolve around clarification, much of which will be done in the Executive Summary. LVPC letter was very helpful—suggestions made. Comment from LVPC “Overall, the LVPC commends the Township for its thoroughly developed Comprehensive Plan and Planning Process, which proactively addresses the Township's needs now and into the future.”

President Kelly thanked Dave and said she commends Dave and his Staff for all the work that has been done to bring this to fruition for the Township.

Mr. Manhardt said that If everything works out, looking to bring this to the Board the first meeting in March.

#### **12. DIRECTION/DISCUSSION ITEMS**

##### **a. Presentation and Dissemination of Annual Reports Prepared by Citizen Boards, Commissions, Committees, and Councils – Recommendation**

Township Manager Tom Petrucci explained he discussed with Staff how annual reports were being presented to the Board. The recommendation is to compile all the reports into one booklet, and make a PDF of booklet to place on the Township Website. In this way we can reach a wider audience. The availability of reports would also be announced at a public



meeting. Mr. Petrucci wanted to make sure that the Board did not have any issues with this approach. The Board was in agreement to this approach.

**b. Sanitary Sewer Reduction Plan Update**

Herb Bender, Director of Township Operations explained that he wanted to bring this before the Board. It is a Sewer Reduction Plan which must be turned into LCA along with the Correction Action Plan that goes along Kline's Island. This is a decent amount of money we are looking at—almost \$3M. Basically need to seal every manhole in the Township, some raised up w/new tops put on and then resealed. The outside will have to be sealed and some of the inside. We normally budget \$300,000/year. In order to stick to our budget, he stuck to the \$300,000/year being already budgeted. We have 10 years to get this work done. We will not have to go into any reserves. We need to start in 2023 and will start in Basin 56, w/160 manholes to be sealed for a cost of \$144,000. We have 10 that need to be raised and sealed at \$53,000 cost. Herb said we will do what we have to do in order to accomplish everything that needs to be done—Total cost is \$2,793,200. Herb said there are ways that we can potentially lower that number. We are going to do what we need to do to get our I&I portion down. PW guys will be trained so that by year #3 a lot of this will be done in-house and we will reap the benefit of doing it cheaper. Everyone has to do the SRP. If a municipality does not, their flows will never get lower, which means you pay out a much higher amount in the end. The Board was good with Herb turning in the report to LCA tomorrow.

**c. Stray Animal Service – 2023**

Township Manager Tom Petrucci explained that at the last Board meeting the animal control contract for 2023 was discussed. The Township currently contracts with The Sanctuary at Haafsville. This service was evaluated by the Township. Another quote was sought from the Lehigh County Humane Society. The Township wanted to do their due diligence to see what other options were available. It was difficult to come up with an apples to apples comparison. This decision comes down to how the Township wants to proceed. In the interim since the last meeting, the Township did receive feedback on the lack of a TNR (Trap, Neuter, and Release) Program. What the LCHS proposed was unlimited dogs and up to 20 stray cats, with NO TNR Program. We did ask the LCHS what they would charge for a TNR Program and they said \$45/cat. We said we would start at 25 cats and then reassess that.

The major differences between TSAH and LCHS is the 24-hour access for LCHS. TSAH is 9A-7P. LCHS has a larger capacity for dogs, which we are required under the dog law to ensure we are handling dogs. And, LCHS for the \$3,500/year are giving us unlimited dog service. The TNR difference in price is another component \$60/cat for TSAH and \$45/cat for LCHS. At this point Mr. Petrucci wanted to get the feedback from the Board/Public on this matter, so that the Board can make an informed decision.

Board and Public discussed at this time. The Board thanked TSAH, and its representatives, for coming out this evening and educating the Board on this matter. The Board found it very helpful and informative, and appreciated all the information presented this evening.

Mr. Petrucci said that if the Board wants to have this go to another meeting, he did not feel that was a good idea, since we have no contract at the present time. He asked that if the Board could give staff leeway to figure this out and come up with a decision that would be greatly appreciated.

President Kelly said that knowing how much you all care for the Township and our residents, she fully supports Mr. Petrucci's gathering of information and making a decision on this. Mr. Petrucci said he feels we probably need to implement a voucher program, and if the Township wants to keep the same level of service, with hearing everything tonight, I don't think there is any wrong decision with keeping TSAH in place. He feels we can simply do that and implement a voucher program at the same time. In this way we have some level of comfort in terms of how we are issuing vouchers, where the animals are going. He sees there is some hesitation in making a switch—he feels the voucher program with TSAH would be a good course of action at this time.

The Board agreed that, if after reviewing all the information Mr. Petrucci still arrives at the same conclusion to go with TSAH, that would be a good thing. The Board was in agreement and feels this would be a good option for SWT. And, if going with TSAH, the Board would like to have the policy in writing, and as part of the Agreement. Mr. Petrucci said that he understands the Boards wishes.

**d. Bureau of Justice Assistance Small Rural and Tribal BWC Grant Program**

Chief Dorney explained that the PD is requesting permission to apply for a Bureau of Justice Assistance (BJA) of the Office of Justice Program (OJP), Department of Justice (DOJ) micro-grant program for the expansion of the body-worn camera program. The grant is eligible for Departments with less than 50 officers and is a matching grant with a \$2,000 per camera limit. This would be an opportunity to get approximately \$100,000, and would be a matching grant as well.

The Board was in agreement that Chief should move forward with applying for the Small Rural Tribal Body Worn Camera Program Grant as explained. Chief said he will assign Lieutenant Dotter to begin working on this Grant to submit. It is due on the 17<sup>th</sup> of February. Chief said that at the next meeting, he will probably come to the Board asking for permission for a resolution to apply for said Grant. Just wanted to make sure that before Staff puts all the time/energy into this that the Board/Staff were all OK with this. The Board was in agreement with proceeding as explained by Chief Dorney.

**e. Motion to Authorize Township Manager to Execute "Improvements Security Release Certification" for Long's Water Technology - 1567 Hausman Road**

Mr. Petrucci said that as a Township we will be seeking to bring these Releases to the Board's attention going forward. This Release is a perfunctory type request in the total amount of \$184,019.95. The recommendation by Township Engineer, The Pidcock Company, would be to release the security, as explained in his January 20, 2023, correspondence.

A MOTION was made by Commissioner Kennedy, which was seconded by Commissioner Roth, authorizing Township Manager Tom Petrucci to sign the Release of Security. All in favor; none opposed. Vote 5:0. Motion carried.

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

Brian Hite – 1273 Eck Road. Subject: Qs. When are the lines going to be painted on Eck Road? And, why was the speed limit sign removed—the one north of his property, in the southbound lane? Herb Bender Director of Operations said he is working on a full schedule with Ray Wright on these matters in order to get these items resolved. Twp Engineer does have a punch list which is being worked on with Mr. Wright. A hard schedule has been requested from them with dates so that the Township knows dates these items are to be completed by.

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

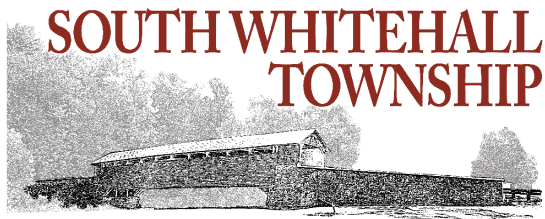
**a. Invoices and Disbursements**

A MOTION was made by Commissioner Kennedy, which was seconded by Commissioner Roth, to approve the payment of all invoices. All in favor; none opposed. Motion carried. Vote 5:0.

**15. EXECUTIVE SESSION: None.**

**16. ADJOURNMENT: At 9:24 p.m. a MOTION was made by Commissioner Hodges, which was seconded by Commissioner Kelly to adjourn. All in favor; none opposed.**





**MEMORANDUM FOR  
AGENDA ITEMS**

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Tom Petrucci, Township Manager
<b>DATE:</b>	February 10, 2023
<b>SUBJECT:</b>	Request for Motion to Adopt Park and Recreation Board Ordinance Amendment
<b>COPY TO:</b>	H. Bender; D. Manhardt; G. Adams; T. Fehnel

- **Action Requested:**

A motion is requested to adopt the final revised version of the enclosed draft ordinance, which is summarized as follows:

**AN ORDINANCE OF THE TOWNSHIP OF SOUTH WHITEHALL, COUNTY OF LEHIGH, AND COMMONWEALTH OF PENNSYLVANIA, AMENDING PART I (“ADMINISTRATIVE LEGISLATION”), CHAPTER 17 (“BOARDS, COMMISSIONS, COUNCILS AND DEPARTMENTS”), ARTICLE II (“PARK AND RECREATION BOARD”) OF THE CODIFIED ORDINANCES OF SOUTH WHITEHALL TOWNSHIP TO AMEND AND RESTATE IN ITS ENTIRETY THE PARK AND RECREATION BOARD ORDINANCE OF SOUTH WHITEHALL TOWNSHIP, AND PROVIDING FOR A REPEALER CLAUSE, SEVERABILITY CLAUSE AND EFFECTIVE DATE**

The Ordinance was advertised in the January 25<sup>th</sup> edition of the Parkland Press; additionally, the ordinance was sent to the Lehigh County Law Department as required by the First Class Township Code.

- **Background Information:**

The First Class Township Code reads as follows:

*Section 3010. Composition of Park or Recreation Boards.—*

- (a) *Park or recreation boards, when established, shall consist of five or seven persons who are residents of or property owners in the township and shall be appointed by the board of commissioners.*
- (b) *The members of the park or recreation board shall serve for terms of five years or until their successors are appointed, except that the members of the board first appointed shall be appointed for staggered terms so that the terms of no more than two members shall expire annually thereafter.*

The existing South Whitehall Township Code at Section 17-11 currently reads as follows:

*The Park and Recreation Board shall consist of seven members, two of whom shall be appointed by the Parkland School Board from either its Board or faculty. Parkland School District Board and faculty members shall be confirmed by the Township of South Whitehall Board of Commissioners. The remaining members of the Board shall be appointed by the Board of Commissioners of the Township of South Whitehall. The members of the Board shall serve for terms of four years or until their successors are appointed by the Township of South Whitehall Board of Commissioners. Members of such Board shall serve without pay. All persons so appointed shall serve their full terms unless they shall voluntarily resign or be removed by the Township of South Whitehall Board of Commissioners for malfeasance or nonfeasance of duty. Vacancies in such Board, occurring otherwise than by expiration of terms, shall be filled for an unexpired term in the same manner as the original appointment.*

The current Park and Recreation Board is comprised of the following members:

<b>Member Name</b>	<b>Term Expiration*</b>	<b>Term Length</b>
Mark Ackerman	May, 2018	4 Years
William Glose	April, 2016	4 Years
Katrina Idelman	June, 2018	4 Years
Vacant	October, 2026	4 Years
Keisha Champagne	July, 2022	4 Years
Jessica Beller	September, 2025	4 Years
Terry Horn	September, 2025	4 Years

\* Appointment resolutions are currently worded as such that the appointee may serve until such time that a successor is appointed.

In order to align the composition of the Recreation Board with First Class Township Code requirements, it is suggested to restructure the current membership (with the terms staggered). An example for demonstrative purposes is provided as follows:

<b>Member Name</b>	<b>Reappointment Date (Tentative)</b>	<b>Term Expiration- Revised</b>	<b>Term Length</b>
Expired Term #1	January, 2023	December, 2027	5 Years
Expired Term #2	January, 2023	December, 2026	4 Years
Expired Term #3	January, 2023	December, 2027	5 Years
Vacant	N/A	December, 2026	4 Years
Expired Term #4	January, 2023	December, 2024	2 Years
Jessica Beller	N/A	December, 2025	4 Years
Terry Horn	N/A	December, 2025	4 Years

In the above-referenced scenario, the terms have been staggered so that no more than two (2) members will expire annually thereafter. Appointment/reappointment resolutions will be required, as applicable. The Board could ostensibly decide to conduct interviews for the positions, if the governing was so inclined.

It is also recommended that the appointments should run on a full calendar year basis. For example, an appointment made in January, 2023 for a five (5) year term would run through to the end of December, 2027. In this specific example, the Board of Commissioners would then have the option to reappoint a successor to the position on or about January, 2028.

It is important to note that the Board of Commissioners has the exclusive authority to appoint members to the Park and Recreation Board. Two members of the Parkland School District may serve on the Park and Recreation Board, if the Board deems it necessary and appropriate; however, the appointments must be made by the Board of Commissioners- the Parkland School Board.

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

01406002-40341 (Printing/Advertising)

Enclosure (as noted)





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

**ORDINANCE NO. \_\_\_\_**

**(Duly Adopted February 15, 2023)**

**AN ORDINANCE OF THE TOWNSHIP OF SOUTH WHITEHALL, COUNTY OF LEHIGH, AND COMMONWEALTH OF PENNSYLVANIA, AMENDING PART I (“ADMINISTRATIVE LEGISLATION”), CHAPTER 17 (“BOARDS, COMMISSIONS, COUNCILS AND DEPARTMENTS”), ARTICLE II (“PARK AND RECREATION BOARD”) OF THE CODIFIED ORDINANCES OF SOUTH WHITEHALL TOWNSHIP TO AMEND AND RESTATE IN ITS ENTIRETY THE PARK AND RECREATION BOARD ORDINANCE OF SOUTH WHITEHALL TOWNSHIP, AND PROVIDING FOR A REPEALER CLAUSE, SEVERABILITY CLAUSE AND EFFECTIVE DATE**

**WHEREAS**, 53 P.S. Section 58009 of the First Class Township Code establishes the authority of the Board of Commissioners to create a Park and Recreation Board; and

**WHEREAS**, pursuant to 53 P.S. Section 58010 of the First Class Township Code, park or recreation boards, when established, shall consist of five or seven persons who are residents of or property owners in the township and shall be appointed by the Board of Commissioners; and

**WHEREAS**, the members of park or recreation boards shall serve for terms of five years or until their successors are appointed, except that the members of the Park and Recreation Board first appointed shall be appointed for staggered terms so that the terms of no more than two members shall expire annually thereafter.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED** by the Board of Commissioners of South Whitehall Township, as follows:

**SECTION I – AMENDMENT TO PART I (“ADMINISTRATIVE LEGISLATION”), CHAPTER 17 (“BOARDS, COMMISSIONS, COUNCILS AND DEPARTMENTS”), ARTICLE II (“PARK AND RECREATION BOARD”) OF THE CODIFIED ORDINANCES OF SOUTH WHITEHALL TOWNSHIP**

Part I (“Administrative Legislation”), Chapter 17 (“Boards, Commissions, Councils and Departments”), Article II (“Park and Recreation Board”) of the Codified Ordinances of South Whitehall Township (§ 17-9 to 17-13) is hereby amended (revised) in its entirety to read as follows:

**§ 17-9. Creation of Board.**

The Board of Commissioners of South Whitehall Township hereby confirm the establishment of the "Park and Recreation Board."

**§ 17-10. Jurisdiction; Duties and Responsibilities.**

The jurisdiction of the Park and Recreation Board shall be limited to making recommendations to the Commissioners, since the operation and administration of the park and recreation facilities and programs shall be under the exclusive control of the Township Manager pursuant to Chapter 50, Article I, as amended.

In its advisory capacity, the powers and duties of the Park and Recreation Board shall be as follows:

- a. Advise the Board of Commissioners and Township Manager on public policy matters relating to the acquisition, development, organization, scheduling, maintenance, and operation of all park and recreational areas and associated facilities within South Whitehall Township.
- b. Conduct periodic reviews of the existing recreational program of South Whitehall Township in relation to the needs and desires of the citizens of South Whitehall Township.
- c. Study and report to the Board of Commissioners and Township Manager on the feasibility of proposed recreational programs to be conducted by the Township or jointly by the Township and the school district or other municipalities.
- d. The Park and Recreation Board shall make full and complete analyses, studies, and reports to the Board of Commissioners and/or the Township Manager at such times as may be designated or requested by the Board of Commissioners and/or the Township Manager, which in the judgment of the Board of Commissioners and/or the Township Manager, will aid in effectuating the general purposes of the recreational program.
- e. No later than November 1<sup>st</sup> of each calendar/fiscal year, the Park and Recreation Manager shall prepare a summary annual report of all activities and milestone accomplishments of the recreational program of South Whitehall Township. In accordance with the requirements of Section 58011 of the First Class Township Code, the annual report shall include an analysis of the community recreation areas, facilities and leadership, with particular reference to the extent and adequacy of the program and its effectiveness in view of the public expenditure involved and the public needs to be met. This report shall then be reviewed and approved by the Park and Recreation Board prior to being forwarded to the Board of Commissioners and Township Manager in its final format no later than December 1<sup>st</sup> of each calendar/fiscal year.

#### **§ 17-11. Membership.**

The Park and Recreation Board shall consist of seven residents of South Whitehall Township, all appointed by the South Whitehall Township Board of Commissioners. The members of said Park and Recreation Board shall serve without compensation for terms of five years or until their successors are appointed. The terms of such members shall be staggered so that no more than two members are appointed in any year. Initial term appointments may be a length of either two, three, four or five years as determined to be necessary to ensure that requirement of staggered terms is completed; however, all appointments after the initial appointments have cycled through shall be for a term of five years. Each term shall commence on January 1 and terminate on December 31. Vacancies in the Park and Recreation Board occurring otherwise than by expiration of term shall be for the unexpired term and shall be filled in the same manner as original appointments.

**§ 17-12. Officers.**

The members of the Park and Recreation Board shall elect their own Chairperson and Secretary and select all other necessary officers to serve for a period of one year. The Park and Recreation Board shall have power to adopt rules and regulations for the conduct of all business before the Park and Recreation Board, unless otherwise provided in the Ordinance as it may be amended from time to time. The Park and Recreation Board shall hold regular meetings at such times and places as it shall designate. The Park and Recreation Board shall reorganize on an annual basis at the first regular meeting scheduled to be held during each calendar year.

**§ 17-13. Area cooperation.**

Wherever possible, the Park and Recreation Board shall encourage the county, other Townships and school districts, or any of them, to develop a cooperative plan of recreation service in order to fulfill the purpose of providing needed recreation facilities for all of the citizens of the cooperating governmental units and school districts.

**SECTION II - REPEALER**

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

**SECTION III - SEVERABILITY**

If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Board of Commissioners that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

**SECTION IV - EFFECTIVE DATE**

This Ordinance shall become effective immediately following its adoption by the Board of Commissioners.

**DULY ENACTED AND ORDAINED** as an Ordinance this 15<sup>th</sup> day of February, 2023 by a majority of the Board of Commissioners 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 Ordinance, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, execute this Ordinance on behalf of the Board.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

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

ATTEST:

\_\_\_\_\_  
Tricia L. Dickert, Secretary



# SOUTH WHITEHALL TOWNSHIP

4444 Walbert Avenue, Allentown, PA 18104-1699  
www.southwhitehall.com • 610-398-0401

Donna Hall  
East Penn Press Legal Advertising  
1633 N. 26th Street  
Allentown, PA 18104

VIA EMAIL TO [dhall@tnonline.com](mailto:dhall@tnonline.com)

**ATTN: LEGAL ADVERTISING**

January 19, 2023

**RE: South Whitehall Township – Public Notice Legal Advertisement Request  
PARK AND RECREATION BOARD ORDINANCE**

Dear Donna:

Enclosed please find a Public Notice in reference to the above-captioned matter. Please advertise this legal notice in your publication on **January 25, 2023**. Kindly send the proof of publication to our office.

Please send the Statement of Charges to Donna Zackeru-Lagonia at the South Whitehall Township Municipal Building, 4444 Walbert Avenue, Allentown, PA 18104.

Also attached please find the full ordinance as required by law. The ordinance consists of three (3) pages. Kindly notify the undersigned immediately if the ordinance is incomplete. If we have not heard from you, it is assumed that all pages were included and that none are missing.

If you should have any questions or require further information, please do not hesitate to contact our office. Thank you.

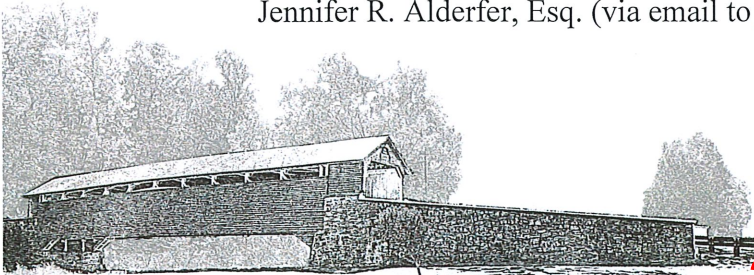
Sincerely,



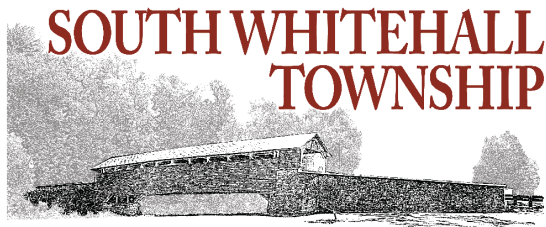
**Thomas R. Petrucci**  
Township Manager

Enclosures

cc: Tracy Fehnel (via email to [fehnel@southwhitehall.com](mailto:fehnel@southwhitehall.com))  
Donna Zackeru-Lagonia (via email to [zackerud@southwhitehall.com](mailto:zackerud@southwhitehall.com))  
Jennifer R. Alderfer, Esq. (via email to [jalderfer@zatorlaw.com](mailto:jalderfer@zatorlaw.com))







**MEMORANDUM FOR  
AGENDA ITEMS**

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Gregg R. Adams, Planner
<b>DATE:</b>	February 6, 2023
<b>SUBJECT:</b>	Draft Zoning Ordinance Amendment – Section 350-42(h) Height Exceptions
<b>COPY TO:</b>	T. Petrucci, D. Manhardt, L. Harrier, H. Bender, M. Elias, J. Zator, Esq., J. Alderfer, Esq., A. Tallarida, S. Pidcock

- **Background Information:**

Through a recent Zoning appeal, staff discovered that Section 350-42(h) Height Exceptions is sufficiently ambiguous as to merit clarification. The current Section appears to be intended to permit certain features typically located on the roof or attached to the side of a building to exceed the Maximum Height permitted within a given Zoning District. The subsection requiring the clarification states: ***When attached to the roof of an existing or proposed Building, and not otherwise permitted as an Accessory Use, the height of the Building(s), Structure(s), or portion thereof, shall not exceed one hundred forty (140%) percent of the height of the Principal Building.*** The ambiguity stems from whether the 140% of the height of the Principal Building is measured from grade or from the roof. In a Zoning District wherein the Buildings are limited to 50 feet, and additional 140% could result in either a 70-foot total height (when measured from grade) or a 120-foot total height (when measured from the 50-foot-high roof). Obviously, the 70-foot Maximum Height of a Building within the IC-1 Zoning District further amplifies the possible maximum height (168 feet). Staff opines that the 140% stated in the Ordinance refers to a measurement from grade and would like to amend the Section to clarify that point.

During discussions on the matter, staff determined that a number of other clarifications could be made within the Section and within other associated Sections. Staff also opined that it may be prudent to allow certain features to achieve a height greater than the aforementioned 140% limit through a Special Exception review by the Zoning Hearing Board. Any additional height above the 140% limit would be capped by a height to be determined by the Public Safety Commission. The currently listed 120 feet is simply a placeholder until that number is determined.

The proposed amendments, including the existing text in grey, *the proposed additions in bold, italicized blue*, ~~and the text to be deleted in red strike-through~~ follow this memo.

- **Action Requested:**

Staff seeks Board of Commissioners review and comment. Should the Board of Commissioners feel sufficiently comfortable with the draft Ordinance amendment, they could direct staff to transmit to Zator Law for legal review and then to the Planning Commission for their review and recommendation.

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

Not applicable.

- **Attachments:**

Draft Amendment with commentary



## **The current Zoning Ordinance Section 350-42(h)**

### **(h) Height Exceptions.**

(1) When otherwise listed or interpreted as a permitted Use in this Ordinance, the following Buildings, Structures or portions thereof may, under certain conditions, exceed the height limitation established elsewhere in this Ordinance:

(A) Incinerator, chimney, vent pipe, antenna, public utility Structure, commercial radio and/or T.V. transmission tower, water tank, cupola, clock tower, dormer, spire, belfry, enclosure for service equipment, elevator bulkhead, stage tower, and scenery loft.

(2) The following conditions shall be met:

(A) When attached to the roof, or the side of an existing or proposed Building, the base of the Building(s), Structure(s), or portion(s) thereof shall not cumulatively exceed twenty-five (25%) percent of the base width and depth of the existing or Principal Building.

(B) When attached to the roof of an existing or proposed Building, and not otherwise permitted as an Accessory Use, the height of the Building(s), Structure(s), or portions(s), thereof shall not exceed one hundred forty (140%) percent of the height of the Principal Building.

(3) It is the intent of this section to control the Height of Buildings and Structures, not only to fulfill the general purpose of Section 350-02, but to also comply with Act 161, 1980, Pennsylvania State Legislature, amending the Airport Zoning Law of 1945 (2 P.S. 1550).

## Proposed Changes

→ Staff recommends that Section 350-42(h) Height Exceptions be amended as follows:

**(h) Height Exceptions.** When otherwise listed or interpreted as a permitted Use in this Ordinance, ~~the following~~ **certain** Buildings, Structures or portions thereof (“Appurtenances”) may, under certain conditions, exceed the height limitation established ~~elsewhere in this Ordinance~~ **in the Zoning District Schedules of Section 350-24(c):**

**(1) Permitted Exceptions**

(A) Incinerator, chimney, vent pipe, antenna, public utility Structure, commercial radio and/or T.V. transmission tower, water tank, cupola, clock tower, dormer, spire, belfry, **steeple, minaret**, enclosure for service equipment, elevator bulkhead, stage tower, ~~and~~ scenery loft, **or other similar features.**

**(B) Such Appurtenances shall not be places intended primarily for human occupancy (areas in which individuals congregate for amusement, educational, or similar purposes or in which occupants are engaged at labor, and which is equipped with means of egress and light and ventilation facilities meeting the requirements of the currently adopted Building Code); they are to be unoccupied or occupied only occasionally and for short periods of time, typically for the maintenance of the structure or equipment therein.**

**(2) Zoning Officer Approval of Height Exceptions**

**(BA) ~~The following conditions shall be met~~ The Zoning Officer may approve exceptions to the Maximum Height of Building/Structure permitted in Section 350-24(c) (“Maximum Permitted Height”) for the Appurtenances listed in subsection (h)(1) above under the following conditions:**

(i) When attached to ~~the roof, or the side of~~ an existing or proposed Building, the ~~base of the Building(s), Structure(s), or portions(s), thereof~~ **width of the Appurtenance(s)** exceeding the height limitation **as measured at the Maximum Permitted Height** shall not cumulatively exceed twenty-five (25%) percent of the ~~base width and base depth~~ of the existing or **Principal proposed** Building **as measured at grade, and the depth of the Appurtenance(s) exceeding the height limitation as measured at the Maximum Permitted Height shall not cumulatively exceed twenty-five (25%) percent of the depth of the existing or proposed Building as measured at grade.**

(ii) When attached to ~~the roof of~~ an existing or proposed Building, and not otherwise permitted as an Accessory Use, the **Height of the Building(s), Structure(s), or portions(s), thereof Appurtenances** shall not exceed one hundred forty (140%) percent of the ~~height of the Principal Building~~ **Maximum Permitted Height, as measured in accordance with the definition of Height in Section 350-05(d).**

**(iii) All portions of the Appurtenances listed in subsection (h)(1) above that exceed the Maximum Permitted Height shall be set back from any property line**

*the distance equal to the Height at that spot.*

**(2) Zoning Hearing Board Approval of Height Exceptions**

**(A) The Zoning Hearing Board may approve exceptions to the Maximum Permitted Height for the Appurtenances listed in subsection (h)(1) listed above as a Special Exception Use subject to the General Standards and Criteria listed under Section 350-16(i) and the following specific standards and criteria:**

(i) When attached to ~~the roof, or the side of~~ an existing or proposed Building, the ~~base of the Building(s), Structure(s), or portions(s), thereof~~ **width of the Appurtenance(s)** exceeding the height limitation **as measured at the Maximum Permitted Height** shall not cumulatively exceed twenty-five (25%) percent of the ~~base~~ width ~~and base depth~~ of the existing or ~~Principal~~ **proposed** Building **as measured at grade, and the depth of the Appurtenance(s) exceeding the height limitation as measured at the Maximum Permitted Height shall not cumulatively exceed twenty-five (25%) percent of the depth of the existing or proposed Building as measured at grade.**

(ii) When attached to ~~the roof of~~ an existing or proposed Building, and not otherwise permitted as an Accessory Use, the **Height of the Building(s), Structure(s), or portions(s), thereof Appurtenances** shall not exceed ~~one hundred forty (140%) percent of the height of the Principal Building~~ **one hundred and twenty (120) feet, as measured in accordance with the definition of Height in Section 350-05(d).**

**(iii) All portions of the Appurtenances listed in subsection (h)(1) above that exceed the Maximum Permitted Height shall be set back from any property line the distance equal to the Height at that spot.**

**(iv) Applicant shall provide engineered drawings of the proposed Building or Structure that includes the Appurtenance(s).**

**(v) Applicant shall provide evidence of compliance with the Airport Zoning Law.**

**(vi) Applicant shall provide evidence that the Appurtenance(s) do(es) not adversely impact surrounding properties, including noise, light, light glare, solar access, and wildlife impacts.**

(3) It is the intent of this section to control the Height of Buildings and Structures, not only to fulfill the general purpose of Section 350-02, but to also comply with Act 161, 1980, Pennsylvania State Legislature, amending the Airport Zoning Law of 1945 (2 P.S. 1550).

## **Proposed Clean Version**

**(h) Height Exceptions.** When otherwise listed or interpreted as a permitted Use in this Ordinance, certain Buildings, Structures or portions thereof (“Appurtenances”) may, under certain conditions, exceed the height limitation established in the Zoning District Schedules of Section 350-24(c):

(1) Permitted Exceptions

(A) Incinerator, chimney, vent pipe, antenna, public utility Structure, commercial radio and/or T.V. transmission tower, water tank, cupola, clock tower, dormer, spire, belfry, steeple, minaret, enclosure for service equipment, elevator bulkhead, stage tower, ~~and~~ scenery loft, or other similar features.

(B) Such Appurtenances shall not be places intended primarily for human occupancy (areas in which individuals congregate for amusement, educational, or similar purposes or in which occupants are engaged at labor, and which is equipped with means of egress and light and ventilation facilities meeting the requirements of the currently adopted Building Code); they are to be unoccupied or occupied only occasionally and for short periods of time, typically for the maintenance of the structure or equipment therein.

(2) Zoning Officer Approval of Height Exceptions

(A) The Zoning Officer may approve exceptions to the Maximum Height of Building/Structure permitted in Section 350-24(c) (“Maximum Permitted Height”) for the Appurtenances listed in subsection (h)(1) above under the following conditions:

(i) When attached to an existing or proposed Building, the width of the Appurtenance(s) exceeding the height limitation as measured at the Maximum Permitted Height shall not cumulatively exceed twenty-five (25%) percent of the width of the existing or proposed Building as measured at grade, and the depth of the Appurtenance(s) exceeding the height limitation as measured at the Maximum Permitted Height shall not cumulatively exceed twenty-five (25%) percent of the depth of the existing or proposed Building as measured at grade.

(ii) When attached to an existing or proposed Building, and not otherwise permitted as an Accessory Use, the Height of the Appurtenances shall not exceed one hundred forty (140%) percent of the Maximum Permitted Height, as measured in accordance with the definition of Height in Section 350-05(d).

(iii) All portions of the Appurtenances listed in subsection (h)(1) above that exceed the Maximum Permitted Height shall be set back from any property line the distance equal to the Height at that spot.

(2) Zoning Hearing Board Approval of Height Exceptions

(A) The Zoning Hearing Board may approve exceptions to the Maximum Permitted Height for the Appurtenances listed in subsection (h)(1) listed above as a Special

Exception Use subject to the General Standards and Criteria listed under Section 350-16(i) and the following specific standards and criteria:

(i) When attached to an existing or proposed Building, the width of the Appurtenance(s) exceeding the height limitation as measured at the Maximum Permitted Height shall not cumulatively exceed twenty-five (25%) percent of the width of the existing or proposed Building as measured at grade, and the depth of the Appurtenance(s) exceeding the height limitation as measured at the Maximum Permitted Height shall not cumulatively exceed twenty-five (25%) percent of the depth of the existing or proposed Building as measured at grade.

(ii) When attached to an existing or proposed Building, and not otherwise permitted as an Accessory Use, the Height of the Appurtenances shall not exceed one hundred and twenty (120) feet, as measured in accordance with the definition of Height in Section 350-05(d).

(iii) All portions of the Appurtenances listed in subsection (h)(1) above that exceed the Maximum Permitted Height shall be set back from any property line the distance equal to the Height at that spot.

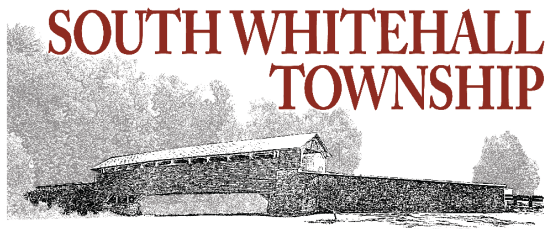
(iv) Applicant shall provide engineered drawings of the proposed Building or Structure that includes the Appurtenance(s).

(v) Applicant shall provide evidence of compliance with the Airport Zoning Law.

(vi) Applicant shall provide evidence that the Appurtenance(s) do(es) not adversely impact surrounding properties, including noise, light, light glare, solar access, and wildlife impacts.

(3) It is the intent of this section to control the Height of Buildings and Structures, not only to fulfill the general purpose of Section 350-02, but to also comply with Act 161, 1980, Pennsylvania State Legislature, amending the Airport Zoning Law of 1945 (2 P.S. 1550).





## MEMORANDUM FOR AGENDA ITEMS

<b>To:</b>	Board of Commissioners
<b>FROM:</b>	Gregg R. Adams, Planner
<b>DATE:</b>	February 6, 2023
<b>SUBJECT:</b>	Draft Zoning Ordinance Amendment – Add Section 350-13(f) Zoning Certificate of Use
<b>COPY TO:</b>	T. Petrucci, D. Manhardt, L. Harrier, H. Bender, M. Elias, J. Zator, Esq., J. Alderfer, Esq., A. Tallarida, S. Pidcock

- **Background Information:**

Staff has recently become aware of the limitations of the issuance of a Certificate of Occupancy (CO) to require non-Building Code approvals. The issuance of a CO is required by the State-wide Building Code when the building or structure in question has met the minimum standards of the State-wide Building Code. The issuance of a CO cannot be withheld if the building or structure does not comply with other Township regulations or lacks approvals from the Township or some other outside agencies. Staff has been searching for a better tool with which compliance may be achieved and has noted that other municipalities have instituted a Zoning Certificate of Use. The Certificate of Use (CU) certifies that a project or building/structure is in compliance with the municipal Zoning Ordinance and all other applicable Ordinances, rules and regulations. Those projects or buildings/structures operating a Use without a Zoning CU may face enforcement action by the Zoning Officer. This provides the Township with a stronger tool with which to gain compliance with Township and other outside agency regulations that are typically harder to gain compliance with on their own.



The CU would be issued after a Zoning Permit is issued and all conditions of approval (if any) are satisfactorily addressed. Should the Zoning Permit be part of a larger project, the CU would not be issued until the project has complied with all other applicable Ordinances, rules and regulations deemed necessary by the Township. This will assist the Township in requiring that, for example, a proposed sidewalk be satisfactorily completed along the frontage of a commercial property prior to the occupying business opening.

The proposed amendments, including the existing text in grey, *the proposed additions in bold, italicized blue*, and the text to be deleted in red strike-through follow this memo.

- **Action Requested:**

Staff seeks Board of Commissioners review and comment. Should the Board of Commissioners feel sufficiently comfortable with the draft Ordinance amendment, they could direct staff to transmit to Zator Law for legal review and then to the Planning Commission for their review and recommendation.

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

Not applicable.

- **Attachments:**

Draft Amendment

→ Staff recommends that Section 350-13 be amended to add a new subsection (f) Zoning Certificate of Use as follows:

## **350-13 ZONING CERTIFICATE OF USE**

**(f) Zoning Certificate of Use.** The purpose of a Zoning Certificate of Use (“Certificate of Use” or “CU”) is to certify that the premises comply with the provisions of this Chapter and other applicable Township regulations and may be used for the purpose set forth in the Certificate of Use. A Certificate of Use shall be secured from the Zoning Officer prior to the Use or occupancy of any land, structure, or building for which a zoning permit is required; or to any change of use of land; or any change in nonresidential occupancy of an existing structure or part thereof; or to any change in nonresidential occupancy of land. For the purposes of this Section of this Chapter, changes in nonresidential occupancy shall be any: change in the actual possession to another tenant(s) or owner(s); or any change in the actual use of an existing structure, or part thereof, or of any tract of land, or part thereof; or any activity that results in the noncompliance with any provision of this Chapter; or with any conditions specified on the current Certificate of Occupancy. A change from one type of commercial, residential, industrial, institutional or any other Use to another Use shall be considered a change in Use. Such activities shall include, but not be limited to, the increase of floor area, the addition of seats or beds, the increase in the number of employees, or the addition of dwelling units. A copy of the Certificate of Use shall be kept upon the premises and shall be displayed upon request made by any officer or employee or agent of South Whitehall Township. All applications for Certificate of Use shall be in writing on forms to be furnished by the Zoning Officer. Issuance of a Certificate of Use is not, nor shall it be deemed to be, a warranty or guaranty by the Township that the lot is fit for the particular use set forth in the permit and the Township shall not be liable in any way to the owner or occupant for the issuance of the Certificate of Use.



(1) A Zoning Certificate of Use shall be issued by the Zoning Officer after the approval of a Zoning Permit in the following circumstances:

(A) After the Zoning Officer has determined that all Conditions of Approval of the associated Zoning Permit (if any) have been satisfied.

(B) After the Zoning Officer has determined that all Conditions of Approval of any applicable Zoning Appeal or similar application have been satisfied.

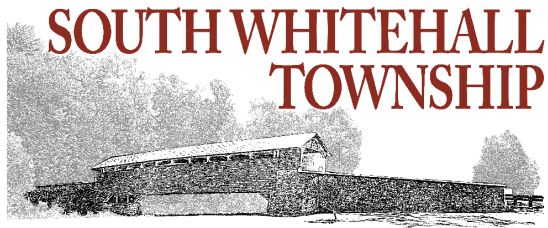
(C) After the Zoning Officer has determined that all Conditions of Approval of any applicable Land Development or similar application have been satisfied.

(D) After the Zoning Officer has determined that a Certificate of Occupancy with no conditions has been issued or all conditions of a Conditional Certificate of Occupancy have been satisfied.

(E) After the Zoning Officer has determined that all applicable Ordinances, rules and regulations of the Township or any other applicable outside agencies have been satisfied.

(2) Should a Zoning Permit that requires an issuance of a Certificate of Use expire prior to said Certificate of Use's issuance, said property is considered to be in violation of the Zoning Ordinance and subject to all applicable enforcement actions.





**MEMORANDUM FOR  
AGENDA ITEMS**

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Tom Petrucci, Township Manager
<b>DATE:</b>	February 10, 2023
<b>SUBJECT:</b>	Approval of Resolution- Greenways, Trails, and Recreation Program Grant Contract Number C000076556- Designation of Signatories and Project Contacts
<b>COPY TO:</b>	H. Bender; D. Manhardt; C. Stroehler; L. Matula; T. Fehnel

- **Action Requested:**

A motion is requested from the Board of Commissioners to approve the following Resolution:

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA DESIGNATING THE OFFICIALS AUTHORIZED TO EXECUTE DOCUMENTS AND AGREEMENTS AND THE PROJECT CONTACT FOR GREENWAYS, TRAILS, AND RECREATION PROGRAM GRANT C000076556 - “VISTAS PARK NATURE PLAY IMPROVEMENTS PROJECT”**

- **Background Information:**

South Whitehall Township is the grantee for Greenways, Trails, and Recreation Program Grant Contract Number C000076556, which was awarded by the Commonwealth Financing Authority on April 21, 2021 and is administered by the Commonwealth of Pennsylvania Department of Community and Economic Development.

The total grant award amount is eighty five thousand nine hundred sixty six dollars and zero cents (\$85,966.00) for improvements planned for Vistas Park (entitled “Vistas Park Nature Play Improvements Project”). In the time period since the grant was awarded on April 21, 2021, the Township has experienced personnel changes; as such, it is necessary to restate and confirm the designated officials authorized to execute documents and agreements for the above-referenced grant.

The President of the Board of Commissioners and Township Manager are the two (2) officials that are authorized to sign grant agreements and documents.

Long-Range Planner Christopher Stroehler will be assigned as a project contact.

Commonwealth of Pennsylvania Department of Community and Economic Development officials have

indicated that they will not speak to myself or Christopher Strohler until this change is effectuated by way of an approved Resolution

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

N/A

**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2023-\_\_\_\_\_**

**(Duly Adopted February 15, 2023)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH  
WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA  
DESIGNATING THE OFFICIALS AUTHORIZED TO EXECUTE  
DOCUMENTS AND AGREEMENTS AND THE PROJECT CONTACT  
FOR GREENWAYS, TRAILS, AND RECREATION PROGRAM  
GRANT C000076556 - “VISTAS PARK NATURE PLAY  
IMPROVEMENTS PROJECT”**

**WHEREAS**, South Whitehall Township is the grantee for Greenways, Trails, and Recreation Program Grant Contract Number C000076556, which was awarded by the Commonwealth Financing Authority and administered by the Commonwealth of Pennsylvania Department of Community and Economic Development; and

**WHEREAS**, the total grant award amount is eighty five thousand nine hundred sixty six dollars and zero cents (\$85,966.00) for improvements planned for Vistas Park (entitled “Vistas Park Nature Play Improvements Project”); and

**WHEREAS**, in the time period since the grant was awarded on April 21, 2021, the Township has experienced personnel changes; and

**WHEREAS**, it is necessary to restate and confirm the designated officials authorized to execute documents and agreements for the above-referenced grant; and

**WHEREAS**, it is necessary to confirm the project contact for the above-referenced grant.

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

**SECTION 1.** All Whereas clauses are incorporated herein as though more fully set forth at length.

**SECTION 2.** The Board of Commissioners hereby designates Diane Kelly, President of the Board of Commissioners, and Thomas R. Petrucci, Township Manager, as the officials to execute all documents and agreements between the South Whitehall Township and the Commonwealth Financing Authority for Greenways, Trails, and Recreation Program Grant Contract Number C000076556 (entitled “Vistas Park Nature Play Improvements Project”).

**SECTION 3.** The Board of Commissioners hereby designates Christopher Strohler, Long-Range Planner, as an authorized project contact for Greenways, Trails, and Recreation Program Grant Contract Number C000076556 (entitled “Vistas Park Nature Play Improvements Project”).

**DULY ADOPTED,** on this 15<sup>th</sup> day of February, 2023, by a majority of the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, execute this Resolution on behalf of the Board.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

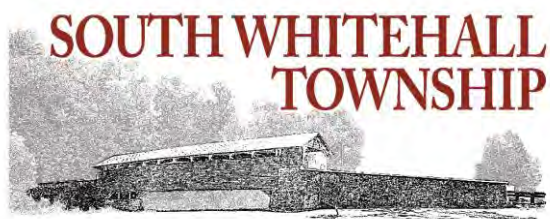
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Diane Kelly, President

**ATTEST:**

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Tricia Dickert, Twp. Secretary



## MEMORANDUM FOR AGENDA ITEMS

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Gregg R. Adams, Planner
<b>DATE:</b>	February 8, 2023
<b>SUBJECT:</b>	A Resolution Extending The Conditional Preliminary/Final Approval Granted To A Major Plan Entitled “Proposed Parking Lot Improvements 798 Hausman Road”
<b>COPY TO:</b>	T. Petrucci, D. Manhardt, L. Harrier, H. Bender, M. Elias, J. Zator, Esq., J. Alderfer, Esq., A. Tallarida, S. Pidcock

- **Background Information:**

An application to further develop the property located at 798 Hausman Road. The plan proposes the construction of a new driveway aisle and the elimination of 13 parking spaces, stormwater management improvements, and the installation of a new water line, on a 0.81-acre portion of the 6.072-acre site. The subject property is zoned IC-1 Industrial-Commercial-1 (Special Height Limitation). Lehigh Valley Health Network is the owner and applicant.

The Board of Commissioners granted conditional preliminary/final approval to the project on February 17, 2021, with 12 conditions.

On February 2, 2022, the Board of Commissioners granted a twelve (12) month extension and two additional SALDO waivers related to the issuance of building permits prior to the recording of the plan. It should be noted that the waiver of the SALDO sections does not grant the applicant the right to permits immediately. SALDO still requires appropriate agreements, security and proof of insurance to be in place prior to the issuance of permits.

The plan has one major issue left to address: the waterline connection to the existing medical office building is not in compliance with Commonwealth regulations. The Township has been working with the applicant for a number of years to address the matter. When the parking lot improvements project was about to be submitted to the Township, the Township recommended that the water line issue be included in the submission as a way to move the resolution of the matter forward. The applicant did so and has been working with the Township through the process.

The parking lot improvement portion of the plan progressed faster than the water line portion and the applicant has expressed an interest in completing the parking lot improvements as soon as possible. As the water line is and will remain private, the work on it typically would not be secured and would not specifically be included within the Subdivision Agreements. However, the Township recommends that a plan detailing the resolution of the water line issue and security sufficient to complete the work stipulated by said plan be included within the project’s subdivision agreements and security for the following reasons:

- this work is part of the project.
- the Township has a vested interest in resolving the matter as expeditiously as possible.

- Condition #7 of the approving Resolution requires that the applicant address all issues and obtains all approvals necessary by the BOC so far as matters pertaining to the Township's water and sewer service are concerned.

Alternately, the matter could be addressed through a separate agreement with its own security. Such stipulations would have to be met prior to the plan being recorded. Such stipulations would also have to be met prior to the issuance of permits by the Township.

Township staff is available to answer any questions.

The applicant may wish to speak to this matter.

The applicant, to date, has satisfied six of the twelve 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, three conditions of approval are unaddressed. Please see the Conditions of Approval Status attachment.

- **Action Requested:**

The applicant requests approval of the request for a three-month extension of approval of the plan.

Staff has no objections to this request.

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

Not applicable.

- **Attachments:**

Applicant Request Letter

Site Plan

Resolution

Conditions of Approval Status



February 6, 2023

Via Email Only ([petruccit@southwhitehall.com](mailto:petruccit@southwhitehall.com))

Board of Commissioners  
c/o Tom Petrucci, Township Manager  
South Whitehall Township  
4444 Walbert Avenue  
Allentown, PA 18104

**Re: Lehigh Valley Health Network; Resolution Adopted February 17, 2021  
Proposed Parking Lot Improvements 798 Hausman Road (the “Property”)**

Dear Board:

We represent Lehigh Valley Health Network (“LVHN”) which is the owner of the Property at 798 Hausman Road (the “Property”). The Conditions imposed as part of the Resolution on February 17, 2021 initially provided for the Record Plan to be recorded within twelve (12) months – being February 17, 2022. As the Township is aware, this has been a complicated project with delays relating to, *inter alia*, a water easement issue that was not known to LVHN when it initially purchased the Property. The Township and LVHN have been working cooperatively through this process and LVHN remains appreciative of the Township’s flexibility and cooperation. To that end, by Board action on February 16, 2022, a twelve (12) month extension was granted to extend the deadline to record the Record Plan to February 17, 2023.

Since the last Board action on this matter, significant progress has been made by LVHN and the Township including a recent site visit, and draft agreements have been circulated by the Township Solicitor. To the best of LVHN’s understanding, the only outstanding issue (beyond finalizing and execution of the agreements) is whether the water separation component must be completed before the parking lot improvements for the Property can be completed. LVHN requested clarification on this point on January 31, 2023 and understands that Township Planner will be responding shortly. Depending on the Township’s response, the parties may be able to proceed with finalizing and executing the agreements, in which case only a short extension will be required, or the parties may need to expend further efforts to resolve the water separation issue.

Because of the current uncertainty regarding the waterline work, we would respectfully request an extension of three (3) months to May 18, 2023 to record the Record Plan.

Additionally, in the interest of moving the project forward, we would request a continued waiver from the requirements of Sections 312-13(f)(3) and 312-43 of the Township’s Subdivision and Land Development Ordinance (pertaining to requirements for prohibiting the issuance of

permits prior to recording a plan). This will allow permits to be issued and work to begin on the parking lot improvements.

Based on the foregoing, on behalf of LVHN, we respectfully request that this matter be placed on the agenda for the next meeting of the Board of Commissioners on February 15, 2023. We would be happy to have a representative from LVHN present to answer any questions you might have. As always, should you have any questions or concerns, please feel free to contact me at your convenience. Thank you for your kind consideration.

Very truly yours,

*/s/Anthony M. Brichta*

Anthony M. Brichta, Esq.

/AMB

cc: Gregg Adams, Planner – South Whitehall ([adamsg@southwhitehall.com](mailto:adamsg@southwhitehall.com))  
Tom Petrucci Township Manager  
Fidel Gonzalez  
Stacey Hogan  
S. Graham Simmons, Esq.





Proposed Parking Lot Improvements 798 Hausman Road Major Plan 2020-105




THE APPLICANT IS RESPONSIBLE FOR JOINING THE PA ONE CALL SYSTEM AND IS RESPONSIBLE FOR THE MARKING OF ALL UNDERGROUND UTILITIES PRIOR TO THE UTILITIES BEING FORMALLY ACCEPTED BY AND DEDICATED TO THE TOWNSHIP.

**ACT 287 AS AMENDED**

IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE PENNSYLVANIA ACT 287 AS AMENDED AND TO CONTRACT THE ONE CALL SYSTEM THREE (3) WORKING DAYS UNLESS OTHERWISE NOTED PRIOR TO START OF CONSTRUCTION.

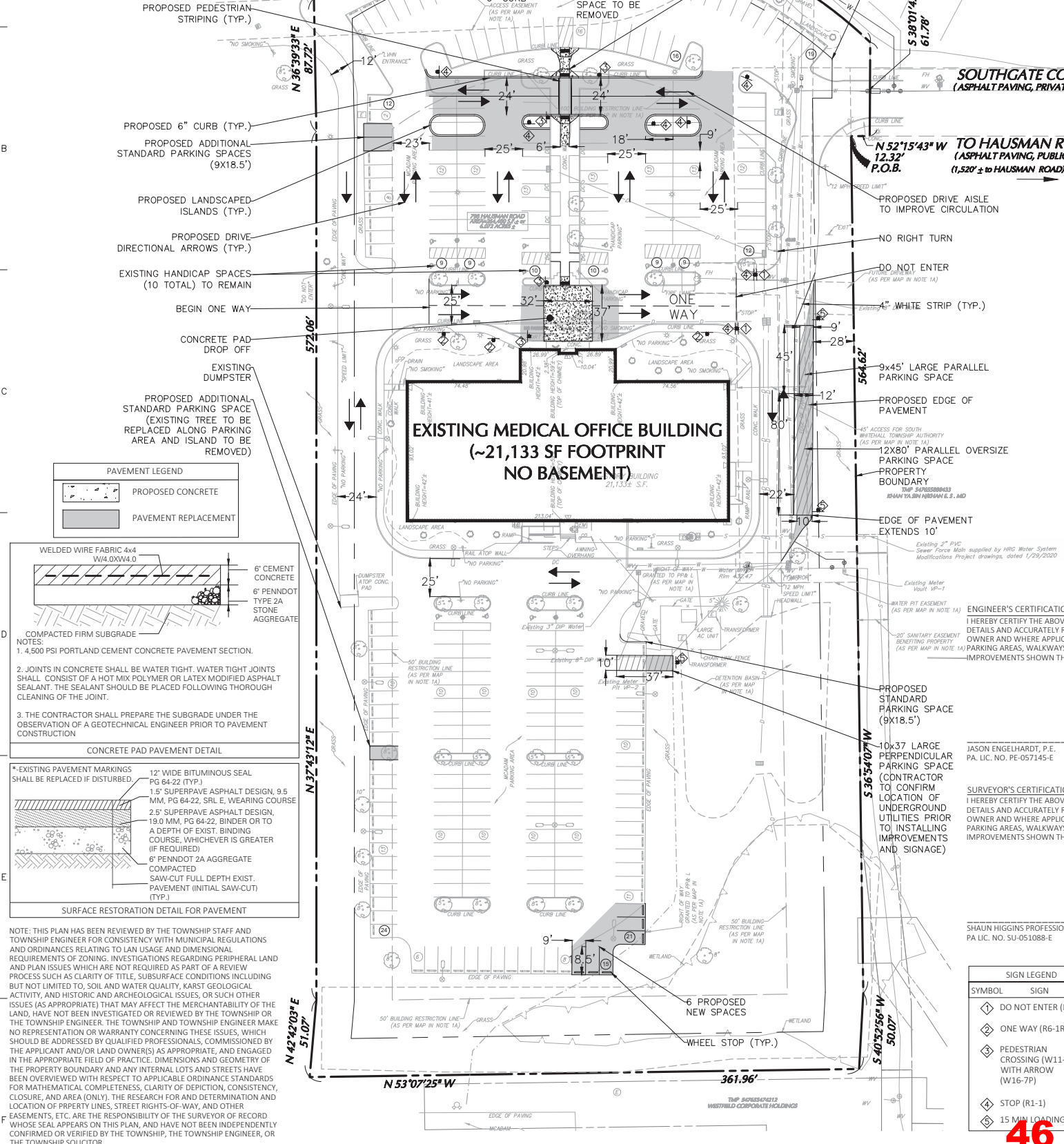
FOR FREE MARKING TO LOCATE UNDERGROUND UTILITIES \*IT'S THE LAW\*

FOR MORE INFORMATION CALL 1-800-368-7876 SIGNAL NO 0798 HANSMAN ROAD, 30000



**CALL BEFORE YOU DIG IN PA, TOLL FREE 1-800-242-1776**

FOR FREE MARKING TO LOCATE UNDERGROUND UTILITIES \*IT'S THE LAW\*



- GENERAL NOTES**
- THE CONTRACTOR SHALL FURNISH, INSTALL, TEST AND COMPLETE ALL WORK TO THE SATISFACTION OF THE ENGINEER AND OWNER IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION; AS SUCH, THESE PLANS DO NOT COMPLETELY REPRESENT, NOR ARE THEY INTENDED TO REPRESENT, ALL SPECIFIC INSTRUCTIONS REQUIRED FOR SITEWORK CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE TO CONSTRUCT ALL IMPROVEMENTS AS SHOWN ON THESE PLANS IN ACCORDANCE WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS IN EFFECT AT THE TIME OF CONSTRUCTION.
  - THE CONTRACTOR SHALL ACCEPT THE SITE AS IS. THE CONTRACTOR SHALL ASSESS CONDITIONS, AND THE KIND, QUALITY AND QUANTITY OF WORK REQUIRED. THE OWNER AND ENGINEER MAKE NO GUARANTEE IN REGARD TO THE ACCURACY OF ANY INFORMATION THAT WAS OBTAINED DURING INVESTIGATIONS. THE CONTRACTOR SHALL MAKE A THOROUGH SITE INSPECTION IN ORDER TO FIELD CHECK EXISTING SITE CONDITIONS, CORRELATE CONDITIONS WITH THE DRAWINGS, AND, RESOLVE ANY POSSIBLE CONFLICTS WITH THE OWNER AND ENGINEER PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL PERFORM ADDITIONAL TOPOGRAPHIC SURVEYS HE/SHE DEEMS NECESSARY, PROVIDED THEY ARE COORDINATED WITH THE OWNER. ANY CONDITIONS DETERMINED BY THE CONTRACTOR THAT DIFFER FROM THE INFORMATION SHOWN ON THE DRAWINGS THAT ARE NOT BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER PRIOR TO THE START OF WORK SHALL NOT BE CONSIDERED GROUNDS FOR ADDITIONAL PAYMENT OR CHANGES TO THE CONTRACT DURATION, OR ANY OTHER CLAIMS AGAINST THE OWNER OR OWNER'S ENGINEER.
  - THE CONTRACTOR SHALL, WHEN HE/SHE DEEMS NECESSARY, PROVIDE A WRITTEN REQUEST FOR INFORMATION (RFI) TO THE OWNER AND/OR OWNER'S DESIGNATED REPRESENTATIVE, AND ENGINEER PRIOR TO THE CONSTRUCTION OF ANY SPECIFIC SITEWORK ITEM. THE (RFI) SHALL BE IN A FORM ACCEPTABLE TO OWNER AND/OR OWNER'S DESIGNATED REPRESENTATIVE, AND ENGINEER AND SHALL ALLOW FOR A MINIMUM OF THREE WORK DAYS FOR A WRITTEN REPLY. RFIS SHALL BE NUMBERED CONSECUTIVELY BY DATE SUBMITTED. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SITEWORK ITEMS CONSTRUCTED DIFFERENTLY THAN INTENDED OR AS DEPICTED ON THE PLANS.
  - INFORMATION RELATED TO ELEVATIONS AND PROPOSED UTILITIES (SUCH AS ROADWAY GRADES, INVERT ELEVATIONS, RIM ELEVATIONS, GRATE ELEVATIONS, BUILDING FINISHED FLOOR ELEVATIONS, ETC.) MAY BE FOUND IN MORE THAN ONE LOCATION IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL SUFFICIENTLY REVIEW ALL PLANS, PROFILES AND ANY OTHER INFORMATION IN THE CONTRACT DOCUMENTS FOR CONSISTENCY PRIOR TO BID. ANY INCONSISTENCIES OR DISCREPANCIES THAT ARE FOUND BY THE CONTRACTOR OR HIS ASSIGNS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER IN WRITING, IN THE FORMAT OF AN RFI PRIOR TO BID.
  - THERE ARE ADDITIONAL NOTES, SPECIFICATIONS AND REQUIREMENTS CONTAINED THROUGHOUT THE PLAN SET AS WELL AS REFERENCES TO SPECIFICATIONS FROM APPLICABLE GOVERNING AUTHORITIES AND INDUSTRY STANDARDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN, REVIEW AND ADHERE TO ALL THESE DOCUMENTS.
  - CONTRACTOR IS SPECIFICALLY CAUTIONED THAT ALL CONSTRUCTION STAKEOUT FOR THIS PROJECT MUST BE COMPLETED FROM THE SITE SPECIFIC SURVEY CONTROL (HORIZONTAL AND VERTICAL) UPON WHICH THE DESIGN IS BASED. THE CONTRACTOR SHOULD NOT RELY ON OR RE-ESTABLISH SURVEY CONTROL BY GPS OR OTHER METHODS FOR USE IN CONSTRUCTION STAKEOUT OR ANY OTHER PURPOSE FOR THIS PROJECT. ANY DISCREPANCIES BETWEEN THE EXISTING HORIZONTAL OR VERTICAL DATA SHOWN ON THESE DRAWINGS AND THAT ENCOUNTERED IN THE FIELD MUST BE REPORTED TO THE DESIGN TEAM PRIOR TO CONSTRUCTION FOR RESOLUTION.
  - THE ABOVE NOTES APPLY TO ALL ACCOMPANYING SHEETS.

**CONSTRUCTION NOTES**

- A BUILDING PERMIT IS REQUIRED FOR LIGHT POLE FOUNDATIONS PRIOR TO INSTALLATION. REFER TO LL101 FOR LIGHT LOCATIONS.
- WATER LINE IMPROVEMENTS AND ASSOCIATED EASEMENTS SHOWN ON PLAN ARE PROVIDED BY HRG ENGINEERING AND RELATED SERVICES FOR REFERENCE ONLY AND ARE PART OF THE "WATER SYSTEMS MODIFICATION PROJECT", DESIGN PLANS DATED 1/29/2020.
- CONTRACTOR TO REVIEW AND VERIFY CONSISTENCY BETWEEN PROVIDED PAVEMENT SECTIONS AND FINAL GEOTECHNICAL ENGINEERING REPORT FOR ON-SITE PAVING.

**PROJECT LOCATION MAP**

SCALE: 1" = 1000'

SOURCE: 2013 NATIONAL GEOGRAPHIC SOCIETY

**LEGEND**

**SITE SYMBOLS**

- EXISTING CURB LINE
- EXISTING FENCE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED BUILDING LINE
- PROPOSED CURB LINE
- PROPOSED CONCRETE
- PROPOSED LOT LINE (WITH PINS)
- PROPOSED LOT LINE (WITH MONUMENTS)
- BUILDING SETBACK LINE
- PROPOSED UTILITY EASEMENT
- CONCRETE SIDEWALK SIGN

**UTILITY SYMBOLS**

- EXISTING STORM SEWER
- EXISTING WATER MAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- PROPOSED GAS MAIN
- PROPOSED TELEPHONE AND ELECTRIC
- PROPOSED FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING CATCH BASIN
- EXISTING WATER VALVE
- EXISTING MANHOLE
- EXISTING ELECTRIC POLE

**SOUTH WHITEHALL TOWNSHIP ZONING TABLE**

ZONING DISTRICT: INDUSTRIAL COMMERCIAL (SPECIAL HEIGHT LIMITATION) - 1 (IC-1)

ITEM	PERMITTED/REQUIRED	EXISTING	PROPOSED
Site	Land Use:	Medical Office	Medical Office
	Lot Area:	2.5 Acres	264,480 SF
	Min. Lot Area	300 FT	264,480 SF
	Min. Lot Frontage	300 FT	264,480 SF
Building	Building Setbacks:		
	Min. Front	50 FT	282 FT
	Min. Side	25 FT	73 FT
	Min. Rear	25 FT	362 FT
	Max. Height	70 FT	59 FT (Top of chimney)
	Max. Building Coverage <sup>1</sup>	75%	8%
	Max. Impervious Coverage	75%	59.5%
	Yard Requirements:		
	Min. Front	50 FT	282 FT
	Min. Side	25 FT	73 FT
Min. Rear	25 FT	362 FT	
Parking	Parking Setback	25 FT	20 FT
	Parking Requirements <sup>4,5</sup>	254 Spaces	283 Spaces
	Min. Car Parking Space Size	9 FT x 18.5 FT / 8 FT x 22 FT Perpendicular / Parallel	9 FT x 18.5 FT / 8 FT x 22 FT Perpendicular / Parallel
	Min Access Way Width:	One Way (Parallel/Perpendicular) 12 FT / 22 FT Two Way (Parallel/Perpendicular) 22 FT / 24 FT	NA / NA 22 FT / 24 FT
Notes	1. Existing building footprint is 21,133 SF. No basement.		
	2. Maximum building coverage not specified for Medical Office use in South Whitehall Township Zoning Ordinance (2019)		
	3. Net Impervious area increases by 0.6% (1,621 SF) from existing to proposed		
	4. Parking is based on Useable office space. 1 space per 250SF.		
	5. Minimum number of ADA parking spaces required is 7 and 13 are proposed		
	6. 22 existing spaces to be removed; 9 new spaces added; Additional 2 large and 1 oversize spaces added.		
	7. This property located at 798 Hausman Road remains part of a Coordinated Development with the Luther Crest Campus located at 800 Hausman Road as a result of an approval dated XX/XX/2020.		

**DRAWING LIST**

Page No.	Drawing No.	Drawing Title	Scale	Revision Date
1	GI01	COVER SHEET	AS SHOWN	1/25/2021
2	VT101	EXISTING CONDITIONS	1" = 40'	9/17/2020
3	CS101	SITE PLAN (TO BE RECORDED)	1" = 40'	1/25/2021
4	CG101	GRADING AND DRAINAGE PLAN	1" = 40'	1/25/2021
5	CS501	SITE DETAILS	N.T.S.	1/25/2021
6	CS502	SITE DETAILS	N.T.S.	1/25/2021
7	CE101	SOIL EROSION AND SEDIMENT CONTROL PLAN	1" = 40'	1/25/2021
8	CE501	SOIL EROSION AND SEDIMENT CONTROL DETAILS	N.T.S.	1/25/2021
9	LP101	SITE LANDSCAPE PLAN	1" = 40'	1/25/2021
10	LP501	SITE LANDSCAPE AND LIGHTING DETAILS	N.T.S.	1/25/2021
11	LL101	SITE LIGHTING PLAN	1" = 40'	1/25/2021
12	LL501	SITE LIGHTING AND DETAILS NOTES	N.T.S.	1/25/2021

**PAVEMENT LEGEND**

- PROPOSED CONCRETE
- PAVEMENT REPLACEMENT

**WELDED WIRE FABRIC 4x4 W4.0XW4.0**

**CONCRETE PAD PAVEMENT DETAIL:** 6" CEMENT CONCRETE, 6" PENNDOT TYPE 2A STONE AGGREGATE

**CONCRETE PAD PAVEMENT DETAIL:** 12" WIDE BITUMINOUS SEAL PG 64-22 (TYP.), 1.5" SUPERPAVE ASPHALT DESIGN, 9.5 MM, PG 64-22, SRL E, WEARING COURSE, 2.5" SUPERPAVE ASPHALT DESIGN, 19.0 MM, PG 64-22, BINDER OR TO A DEPTH OF EXIST. BINDING COURSE, WHICHEVER IS GREATER (IF REQUIRED), 6" PENNDOT 2A AGGREGATE COMPACTED, SAW-CUT FULL DEPTH EXIST. PAVEMENT (INITIAL SAW-CUT) (TYP.)

**SURFACE RESTORATION DETAIL FOR PAVEMENT:** 12" WIDE BITUMINOUS SEAL PG 64-22 (TYP.), 1.5" SUPERPAVE ASPHALT DESIGN, 9.5 MM, PG 64-22, SRL E, WEARING COURSE, 2.5" SUPERPAVE ASPHALT DESIGN, 19.0 MM, PG 64-22, BINDER OR TO A DEPTH OF EXIST. BINDING COURSE, WHICHEVER IS GREATER (IF REQUIRED), 6" PENNDOT 2A AGGREGATE COMPACTED, SAW-CUT FULL DEPTH EXIST. PAVEMENT (INITIAL SAW-CUT) (TYP.)

**NOTES:** 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, KARST 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 DESCRIPTION, 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 SELECTOR.

**ENGINEER'S CERTIFICATION**

I HEREBY CERTIFY THE ABOVE PLAN TO BE CORRECT IN ALL ITS DETAILS AND ACCURATELY REPRESENTS THE LANDS OF THE OWNER AND WHERE APPLICABLE, THE LOTS, BUILDINGS, STREETS, PARKING AREAS, WALKWAYS, AND OTHER STRUCTURES AND IMPROVEMENTS SHOWN THEREON.

JASON ENGELHARDT, P.E.  
PA. LIC. NO. PE-057145-E

**CERTIFICATE OF OWNERSHIP**

I, THE DIRECTOR OF REAL ESTATE/PROPERTY MANAGEMENT FOR LEHIGH VALLEY HEALTH NETWORK, BEING DULY SWORN ACCORDING TO LAW, AND SAY THAT I AM THE OWNER OF THE ABOVE PROPERTY IN PEACEFUL POSSESSION OF THE SAME AND THAT THERE ARE NO SUITS OR LIENS PENDING AFFECTING THE TITLE THEREOF AND THE PLAN HAS BEEN PROCESSED WITH FREE CONSENT.

STACEE HOGAN, DIRECTOR  
DATE \_\_\_\_\_  
DIRECTOR ESTATE/PROPERTY MANAGEMENT

SWORN AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THE ABOVE PLAN TO BE CORRECT IN ALL ITS DETAILS AND ACCURATELY REPRESENTS THE LANDS OF THE OWNER AND WHERE APPLICABLE, THE LOTS, BUILDINGS, STREETS, PARKING AREAS, WALKWAYS, AND OTHER STRUCTURES AND IMPROVEMENTS SHOWN THEREON.

SHAUN HIGGINS PROFESSIONAL LAND SURVEYOR  
PA. LIC. NO. SU-051088-E

**NOTARY PUBLIC**

MY COMMISSION EXPIRES: \_\_\_\_\_ DATE \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY THE TOWNSHIP PLANNING COMMISSION**

RECOMMENDED FOR APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_ BY THE SOUTH WHITEHALL TOWNSHIP PLANNING COMMISSION.

**CHAIRMAN'S SIGNATURE** \_\_\_\_\_ SECRETARY'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ PLANNER \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY THE TOWNSHIP BOARD OF COMMISSIONERS**

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_ BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF SOUTH WHITEHALL.

**PRESIDENT** \_\_\_\_\_ SECRETARY \_\_\_\_\_

TOWNSHIP ENGINEER \_\_\_\_\_

**RECORDING INFORMATION**

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, NORTHAMPTON COUNTY, PENNSYLVANIA

IN VOL. NO. \_\_\_\_\_ PAGE NO. \_\_\_\_\_ ON \_\_\_\_\_, 20\_\_\_\_.

**APPLICANT STATEMENTS**

THE APPLICANT CERTIFIES THAT THEY 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 THEY WILL PLACE PERMANENT CONCRETE REFERENCE MONUMENTS TO GRADE AS NOTED ON THE PLAN UPON COMPLETION OF GRADING.

THE APPLICANT ACKNOWLEDGES THAT THE 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 REFLECTED ON THIS PLAN, INCLUDING BUT NOT LIMITED TO POST-CONSTRUCTION STORMWATER MANAGEMENT AND NPDES 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).

**OWNER/APPLICANT**  
STACEE HOGAN  
DIRECTOR, REAL ESTATE/PROPERTY MANAGEMENT  
LEHIGH VALLEY HEALTH NETWORK  
2100 MACC BOULEVARD  
REAL ESTATE, 5TH FLOOR  
P.O. BOX 4000  
ALLENTOWN, PA 18105  
EMAIL: STACEE.HOGAN@LVHN.ORG  
TEL: 484-884-8540

**SCALE: 1" = 40 FEET**

**REVISIONS**

Date	Description	No.
01-25-2021	REVISED PER TOWNSHIP COMMENT LETTERS	5.
11-17-2020	REVISED PER TOWNSHIP COMMENT LETTERS	4.
10-19-2020	REVISED PER TOWNSHIP COMMENT LETTERS	3.
09-17-2020	REVISED PER TOWNSHIP COMMENT LETTERS	2.
07-28-2020	REVISED PER LAYOUT CHANGE AND HRG WATER DESIGN INFORMATION	1.

**REVISIONS**

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, NORTHAMPTON COUNTY, PENNSYLVANIA

IN VOL. NO. \_\_\_\_\_ PAGE NO. \_\_\_\_\_ ON \_\_\_\_\_, 20\_\_\_\_.

**APPLICANT STATEMENTS**

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**SCALE: 1" = 40 FEET**

**LANGAN**

Langan Engineering and Environmental Services, Inc.  
One West Broad Street, Suite 200  
Bethlehem, PA 18018

T: 610.984.8500 F: 610.984.8501 www.langan.com

**PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD**

**SOUTH WHITEHALL TOWNSHIP PENNSYLVANIA**

**SITE PLAN (RECORD PLAN)**

Project No. 240051201  
Date 07-16-2020  
Drawn By JPK  
Checked By JSE

Drawing Title CS101  
Sheet 3 of 12

**LANGAN**

Langan Engineering and Environmental Services, Inc.  
One West Broad Street, Suite 200  
Bethlehem, PA 18018

T: 610.984.8500 F: 610.984.8501 www.langan.com

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

**RESOLUTION NO. 2023-\_\_\_\_  
(Duly Adopted February 15, 2023)**

**A RESOLUTION EXTENDING THE CONDITIONAL PRELIMINARY/FINAL APPROVAL  
GRANTED TO A MAJOR PLAN ENTITLED  
“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**

**WHEREAS**, Lehigh Valley Health Network, pursuant to Article 3 of the South Whitehall Township Subdivision and Land Development Ordinance, submitted an application for preliminary/final approval to further develop a 6.072-acre property located at 798 Hausman Road, in South Whitehall Township, Lehigh County, Pennsylvania; and,

**WHEREAS**, this proposal is reflected on plans prepared by Langan Engineering and Environmental Services, entitled **“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**, dated July 16, 2020 and last revised January 25, 2021; and,

**WHEREAS**, all sections of the Subdivision and Land Development Ordinance cited herein refer to sections of the Subdivision and Land Development Ordinance that were last amended and made effective April 1, 2019, and are applicable to this plan based on the submission of the initial application on July 16, 2020; and

**WHEREAS**, the Board of Commissioners previously granted conditional preliminary/final approval to the plan entitled **“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**, on February 17, 2021, pursuant to Resolution No. 2021-8; and

**WHEREAS**, Resolution No. 2021-8 contained Condition #10 which states *“The applicant shall meet all conditions of the Preliminary/Final Plan approval, and the Record Plan will be recorded within twelve (12) months of Conditional Preliminary/Final Plan approval, and the applicant agrees that if such conditions are not met, the conditional Preliminary/Final Plan approval will be considered void, and the application for Preliminary/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 granted, through Resolution 2022-34 adopted February 16, 2022, an extension of the date by which the applicant must satisfy all conditions of Resolution No. 2021-8 by twelve (12) months to February 17, 2023, but with the approval still subject to all of the other conditions of Resolution No. 2021-8. Resolution 2022-34 also granted waivers to the requirement of Sections 312-13(f)(3) and 312-43 of the Subdivision and Land Development Ordinance pertaining to the prohibition of the issuance of permits prior to the recording of the plan is hereby waived.

**WHEREAS**, Applicant has requested that the Board of Commissioners extend the date by which it must satisfy all conditions of Resolution No. 2021-8 by three (3) months to May 18, 2023, but with the approval still subject to all of the other conditions of Resolution No. 2021-8.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED** that the Board of Commissioners of the Township of South Whitehall hereby extends preliminary/final approval to the major plan entitled **“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**, memorialized in Resolution 2021-8, subject to the applicant’s compliance with the following conditions:

1. The conditions of approval stated in Resolution No. 2021-8 (Exhibit “A”), which conditions have been affirmatively accepted by the applicant, and those waivers and deferrals granted by the Board of Commissioners that are reflected in said resolution and any subsequent amendments, remain valid and in effect.
2. That Condition #10 of Resolution 2021-8 shall be amended by providing for an additional period of three (3) months for the Applicant to satisfy all conditions of Resolution No. 2021-8, the deadline for which shall now be May 18, 2023, subject to the Applicant’s compliance with all other conditions of Resolution No. 2021-8 (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.
3. The South Whitehall Township Board of Commissioners acknowledges the waiver of the requirement of Sections 312-13(f)(3) and 312-43 of the Subdivision and Land Development Ordinance pertaining to the prohibition of the issuance of permits prior to the recording of the plan, as previously waived by Resolution 2022-34.

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, February 15, 2023.

**DULY ADOPTED** this 15<sup>th</sup> day of **February, 2023**, 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**

---

**Diane Kelly, President**

**ATTEST:**

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**Tricia Dickert, Secretary**

**EXHIBIT A**



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

**RESOLUTION NO. 2021-08  
(Duly Adopted February 17, 2021)**

**A RESOLUTION GRANTING PRELIMINARY/FINAL APPROVAL  
TO A MAJOR PLAN ENTITLED  
“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**

**WHEREAS**, Lehigh Valley Health Network, pursuant to Article 3 of the South Whitehall Township Subdivision and Land Development Ordinance, submitted an application for preliminary/final approval to further develop a 6.072-acre property located at 798 Hausman Road, in South Whitehall Township, Lehigh County, Pennsylvania; and,

**WHEREAS**, this proposal is reflected on plans prepared by Langan Engineering and Environmental Services, entitled **“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**, dated July 16, 2020 and last revised January 25, 2021; and,

**WHEREAS**, all sections of the Subdivision and Land Development Ordinance cited herein refer to sections of the Subdivision and Land Development Ordinance that were last amended and made effective April 1, 2019, and are applicable to this plan based on the submission of the initial application on July 16, 2020; and

**WHEREAS**, the South Whitehall Township Planning Commission has reviewed the aforesaid plan on December 17, 2020, and having found it to be in substantial compliance with the Subdivision and Land Development Ordinance, has recommended that preliminary/final approval be granted,

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED** that the Board of Commissioners of the Township of South Whitehall hereby grants preliminary/final approval to the major plan entitled **“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**, 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 to the plan being recorded.
2. That the applicant address to the satisfaction of the Township Engineer, the comments of Mr. David Tetterer, as contained in his review dated February 11, 2021.



3. That the applicant address to the satisfaction of the Township Geotechnical Consultant, the comments of Mr. Chris Taylor, as contained in his review dated February 11, 2021.
4. That the applicant address to the satisfaction of the Community Development Department, the comments of Mr. Gregg Adams, as contained in his review dated February 11, 2021.
5. That the applicant obtains a letter from the Lehigh County Conservation District approving the Soil Erosion and Sedimentation Control Plan pursuant to Section 312-39(e) of the Subdivision and Land Development Ordinance.
6. That the applicant contribute fees in lieu of parkland dedication, in the amount of \$405.25, to comply with the September 15, 2020 recommendation of the Parks and Recreation Board.
7. 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.
8. 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 main. The dedication shall occur prior to the project being closed out and shall be based upon "As-built" final conditions in the field satisfactory to South Whitehall Township. The dedication shall be by Deed of Easement in a form acceptable to the Township Solicitor, and an Opinion of Record Title prepared by developer'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 developer 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 cites the deed book volume and page reference.
9. That the applicant reconciles all open invoices for Township engineering and legal services prior to the plan being recorded.
10. The applicant shall meet all conditions of the Preliminary/Final Plan approval, and the Record Plan will be recorded within twelve (12) months of Conditional Preliminary/Final Plan approval, and the applicant agrees that if such conditions are not met, the conditional Preliminary/Final Plan approval will be considered void, and the application for Preliminary/Final Plan approval will be considered void and withdrawn unless otherwise approved by the South Whitehall Township Board of Commissioners.
11. 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

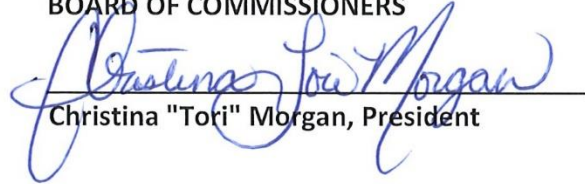
passed; (ii) this Resolution shall automatically be deemed to be a resolution denying the application due to the fact that the application does not comply with those sections of the SALDR (or other applicable ordinance(s)) listed herein or in any review letters referred to herein, including any section 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.

12. 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.

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 4:00 p.m., February 17, 2021. If an unconditional acceptance of the conditions is not received in writing by that date, the application for approval shall be deemed denied based upon applicant's failure to fulfill the said conditions or agree thereto.

DULY ADOPTED this 17<sup>th</sup> day of February, 2021, by a majority of the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners. 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:

  
\_\_\_\_\_  
Scott Boehret, Twp. Secretary



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

**RESOLUTION NO. 2021-08  
(Duly Adopted February 17, 2021)**

**ACCEPTANCE OF CONDITIONS**

**A RESOLUTION GRANTING PRELIMINARY/FINAL APPROVAL  
TO A MAJOR PLAN ENTITLED  
"PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD"**

The undersigned, being the applicant of the land shown on plans prepared by Langan Engineering and Environmental Services, entitled "**PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD**", dated July 16, 2020 and last revised January 25, 2021, Township Major Plan 2020-105, for the further development of a 6.072-acre property located at 798 Hausman 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 granting conditional preliminary/final approval to the major plan entitled "**PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD**" 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.

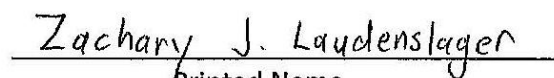
WITNESS/ATTEST:

APPLICANT: Lehigh Valley Health Network

  
Witness

  
Applicant

  
Printed Name

  
Printed Name

Date: 2/16/2021

# EXHIBIT B

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

**RESOLUTION NO. 2023-\_\_\_\_  
(Duly Adopted February 15, 2023)**

**ACCEPTANCE OF CONDITIONS**

**A RESOLUTION EXTENDING THE CONDITIONAL PRELIMINARY/FINAL APPROVAL  
GRANTED TO A MAJOR PLAN ENTITLED  
“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**

The undersigned, being the applicant of the land shown on plans prepared by Langan Engineering and Environmental Services, entitled **“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**, dated July 16, 2020 and last revised January 25, 2021, Township Major Plan 2020-105, for the further development of a 6.072-acre property located at 798 Hausman 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 granting a three (3) month extension to the conditional preliminary/final approval to the major plan entitled **“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”** 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: Lehigh Valley Health Network

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Applicant

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

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

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

## **CONDITIONS OF APPROVAL STATUS**

*Last Updated February 8, 2023*

- 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 to the plan being recorded.
- ✓ That the applicant address to the satisfaction of the Township Engineer, the comments of Mr. David Tetterer, as contained in his review dated February 11, 2021.
- ✓ That the applicant address to the satisfaction of the Township Geotechnical Consultant, the comments of Mr. Chris Taylor, as contained in his review dated February 11, 2021.
- ✓ That the applicant address to the satisfaction of the Community Development Department, the comments of Mr. Gregg Adams, as contained in his review dated February 11, 2021.
- ✓ That the applicant obtains a letter from the Lehigh County Conservation District approving the Soil Erosion and Sedimentation Control Plan pursuant to Section 312-39(e) of the Subdivision and Land Development Ordinance.
- ✓ That the applicant contribute fees in lieu of parkland dedication, in the amount of \$405.25, to comply with the September 15, 2020 recommendation of the Parks and Recreation Board.
- 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 main. The dedication shall occur prior to the project being closed out and shall be based upon "As-built" final conditions in the field satisfactory to South Whitehall Township. The dedication shall be by Deed of Easement in a form acceptable to the Township Solicitor, and an Opinion of Record Title prepared by developer'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 developer 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 cites the deed book volume and page reference.
- That the applicant reconciles all open invoices for Township engineering and legal services prior to the plan being recorded.
- The applicant shall meet all conditions of the Preliminary/Final Plan approval, and the Record Plan will be recorded within twelve (12) months of Conditional Preliminary/Final Plan approval, and the applicant agrees that if such conditions are not met, the conditional Preliminary/Final Plan approval will be considered void, and the application for Preliminary/Final Plan approval will be considered void and withdrawn unless otherwise approved by the South Whitehall Township Board of Commissioners.

- **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 SALDR (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.**
  
- **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. 2023-\_\_\_\_  
(Duly Adopted February 15, 2023)**

**A RESOLUTION EXTENDING THE CONDITIONAL PRELIMINARY/FINAL APPROVAL  
GRANTED TO A MAJOR PLAN ENTITLED  
“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**

**WHEREAS**, Lehigh Valley Health Network, pursuant to Article 3 of the South Whitehall Township Subdivision and Land Development Ordinance, submitted an application for preliminary/final approval to further develop a 6.072-acre property located at 798 Hausman Road, in South Whitehall Township, Lehigh County, Pennsylvania; and,

**WHEREAS**, this proposal is reflected on plans prepared by Langan Engineering and Environmental Services, entitled **“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**, dated July 16, 2020 and last revised January 25, 2021; and,

**WHEREAS**, all sections of the Subdivision and Land Development Ordinance cited herein refer to sections of the Subdivision and Land Development Ordinance that were last amended and made effective April 1, 2019, and are applicable to this plan based on the submission of the initial application on July 16, 2020; and

**WHEREAS**, the Board of Commissioners previously granted conditional preliminary/final approval to the plan entitled **“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**, on February 17, 2021, pursuant to Resolution No. 2021-8; and

**WHEREAS**, Resolution No. 2021-8 contained Condition #10 which states *“The applicant shall meet all conditions of the Preliminary/Final Plan approval, and the Record Plan will be recorded within twelve (12) months of Conditional Preliminary/Final Plan approval, and the applicant agrees that if such conditions are not met, the conditional Preliminary/Final Plan approval will be considered void, and the application for Preliminary/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 granted, through Resolution 2022-34 adopted February 16, 2022, an extension of the date by which the applicant must satisfy all conditions of Resolution No. 2021-8 by twelve (12) months to February 17, 2023, but with the approval still subject to all of the other conditions of Resolution No. 2021-8. Resolution 2022-34 also granted waivers to the requirement of Sections 312-13(f)(3) and 312-43 of the Subdivision and Land Development Ordinance pertaining to the prohibition of the issuance of permits prior to the recording of the plan is hereby waived.

**WHEREAS**, Applicant has requested that the Board of Commissioners extend the date by which it must satisfy all conditions of Resolution No. 2021-8 by three (3) months to May 18, 2023, but with the approval still subject to all of the other conditions of Resolution No. 2021-8.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED** that the Board of Commissioners of the Township of South Whitehall hereby extends preliminary/final approval to the major plan entitled **“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**, memorialized in Resolution 2021-8, subject to the applicant’s compliance with the following conditions:

1. The conditions of approval stated in Resolution No. 2021-8 (Exhibit “A”), which conditions have been affirmatively accepted by the applicant, and those waivers and deferrals granted by the Board of Commissioners that are reflected in said resolution and any subsequent amendments, remain valid and in effect.
2. That Condition #10 of Resolution 2021-8 shall be amended by providing for an additional period of three (3) months for the Applicant to satisfy all conditions of Resolution No. 2021-8, the deadline for which shall now be May 18, 2023, subject to the Applicant’s compliance with all other conditions of Resolution No. 2021-8 (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.
3. The South Whitehall Township Board of Commissioners acknowledges the waiver of the requirement of Sections 312-13(f)(3) and 312-43 of the Subdivision and Land Development Ordinance pertaining to the prohibition of the issuance of permits prior to the recording of the plan, as previously waived by Resolution 2022-34.

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, February 15, 2023.

**DULY ADOPTED** this 15<sup>th</sup> day of **February, 2023**, 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:**

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**Tricia Dickert, Secretary**

**EXHIBIT A**

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

**RESOLUTION NO. 2021-08  
(Duly Adopted February 17, 2021)**

**A RESOLUTION GRANTING PRELIMINARY/FINAL APPROVAL  
TO A MAJOR PLAN ENTITLED  
“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**

**WHEREAS**, Lehigh Valley Health Network, pursuant to Article 3 of the South Whitehall Township Subdivision and Land Development Ordinance, submitted an application for preliminary/final approval to further develop a 6.072-acre property located at 798 Hausman Road, in South Whitehall Township, Lehigh County, Pennsylvania; and,

**WHEREAS**, this proposal is reflected on plans prepared by Langan Engineering and Environmental Services, entitled **“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**, dated July 16, 2020 and last revised January 25, 2021; and,

**WHEREAS**, all sections of the Subdivision and Land Development Ordinance cited herein refer to sections of the Subdivision and Land Development Ordinance that were last amended and made effective April 1, 2019, and are applicable to this plan based on the submission of the initial application on July 16, 2020; and

**WHEREAS**, the South Whitehall Township Planning Commission has reviewed the aforesaid plan on December 17, 2020, and having found it to be in substantial compliance with the Subdivision and Land Development Ordinance, has recommended that preliminary/final approval be granted,

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED** that the Board of Commissioners of the Township of South Whitehall hereby grants preliminary/final approval to the major plan entitled **“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**, 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 to the plan being recorded.
2. That the applicant address to the satisfaction of the Township Engineer, the comments of Mr. David Tetterer, as contained in his review dated February 11, 2021.



3. That the applicant address to the satisfaction of the Township Geotechnical Consultant, the comments of Mr. Chris Taylor, as contained in his review dated February 11, 2021.
4. That the applicant address to the satisfaction of the Community Development Department, the comments of Mr. Gregg Adams, as contained in his review dated February 11, 2021.
5. That the applicant obtains a letter from the Lehigh County Conservation District approving the Soil Erosion and Sedimentation Control Plan pursuant to Section 312-39(e) of the Subdivision and Land Development Ordinance.
6. That the applicant contribute fees in lieu of parkland dedication, in the amount of \$405.25, to comply with the September 15, 2020 recommendation of the Parks and Recreation Board.
7. 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.
8. 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 main. The dedication shall occur prior to the project being closed out and shall be based upon "As-built" final conditions in the field satisfactory to South Whitehall Township. The dedication shall be by Deed of Easement in a form acceptable to the Township Solicitor, and an Opinion of Record Title prepared by developer'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 developer 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 cites the deed book volume and page reference.
9. That the applicant reconciles all open invoices for Township engineering and legal services prior to the plan being recorded.
10. The applicant shall meet all conditions of the Preliminary/Final Plan approval, and the Record Plan will be recorded within twelve (12) months of Conditional Preliminary/Final Plan approval, and the applicant agrees that if such conditions are not met, the conditional Preliminary/Final Plan approval will be considered void, and the application for Preliminary/Final Plan approval will be considered void and withdrawn unless otherwise approved by the South Whitehall Township Board of Commissioners.
11. 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

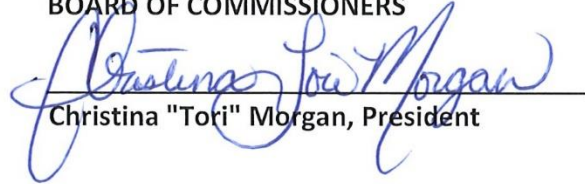
passed; (ii) this Resolution shall automatically be deemed to be a resolution denying the application due to the fact that the application does not comply with those sections of the SALDR (or other applicable ordinance(s)) listed herein or in any review letters referred to herein, including any section 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.

12. 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.

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 4:00 p.m., February 17, 2021. If an unconditional acceptance of the conditions is not received in writing by that date, the application for approval shall be deemed denied based upon applicant's failure to fulfill the said conditions or agree thereto.

DULY ADOPTED this 17<sup>th</sup> day of February, 2021, by a majority of the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners. 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:

  
\_\_\_\_\_  
Scott Boehret, Twp. Secretary



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

**RESOLUTION NO. 2021-08  
(Duly Adopted February 17, 2021)**

**ACCEPTANCE OF CONDITIONS**

**A RESOLUTION GRANTING PRELIMINARY/FINAL APPROVAL  
TO A MAJOR PLAN ENTITLED  
"PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD"**

The undersigned, being the applicant of the land shown on plans prepared by Langan Engineering and Environmental Services, entitled "**PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD**", dated July 16, 2020 and last revised January 25, 2021, Township Major Plan 2020-105, for the further development of a 6.072-acre property located at 798 Hausman 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 granting conditional preliminary/final approval to the major plan entitled "**PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD**" 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.

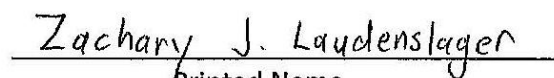
WITNESS/ATTEST:

APPLICANT: Lehigh Valley Health Network

  
Witness

  
Applicant

  
Printed Name

  
Printed Name

Date: 2/16/2021



# EXHIBIT B

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

**RESOLUTION NO. 2023-\_\_\_\_  
(Duly Adopted February 15, 2023)**

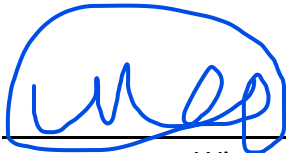
**ACCEPTANCE OF CONDITIONS**

**A RESOLUTION EXTENDING THE CONDITIONAL PRELIMINARY/FINAL APPROVAL  
GRANTED TO A MAJOR PLAN ENTITLED  
“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**

The undersigned, being the applicant of the land shown on plans prepared by Langan Engineering and Environmental Services, entitled **“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”**, dated July 16, 2020 and last revised January 25, 2021, Township Major Plan 2020-105, for the further development of a 6.072-acre property located at 798 Hausman 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 granting a three (3) month extension to the conditional preliminary/final approval to the major plan entitled **“PROPOSED PARKING LOT IMPROVEMENTS 798 HAUSMAN ROAD”** 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: Lehigh Valley Health Network



Witness



Applicant

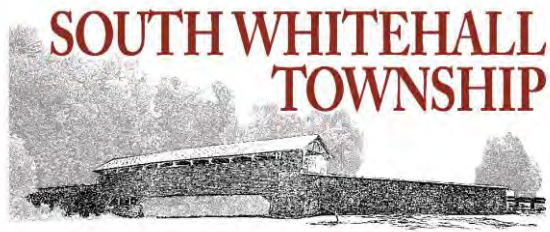
Nicole Godfrey

Printed Name

**Stacey Hogan**

Printed Name

Date: 02.14.2023



**MEMORANDUM FOR  
AGENDA ITEMS**

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Gregg R. Adams, Planner
<b>DATE:</b>	February 9, 2023
<b>SUBJECT:</b>	A Resolution Granting Preliminary/Final Approval To A Minor Plan Entitled "1881 Penns Crossing And 3768 Huckleberry Road"
<b>COPY TO:</b>	T. Petrucci, D. Manhardt, L. Harrier, H. Bender, M. Elias, J. Zator, Esq., J. Alderfer, Esq., A. Tallarida, S. Pidcock

• **Background Information:**

An application to adjust the lot line between 1881 Penns Crossing & 3768 Huckleberry Road. The plan proposes to transfer 63,729 square feet (approximately 1.4630 acres) of property from 3768 Huckleberry Road to 1881 Penns Crossing. 1881 Penns Crossing is zoned Low Density Residential R-2. 3768 Huckleberry Road is zoned Rural Residential and Agriculture RR. Matthew and Asli Puchyr are the owners of both properties and the applicants.

**PREVIOUS TOWNSHIP CONSIDERATION:**

At their December 15, 2022 meeting, the Planning Commission reviewed and recommended preliminary/final plan approval to the Board of Commissioners subject to the applicant complying with eight conditions and two favorably-recommended waiver/deferral requests. Three conditions typical to approving resolutions and the requirement to address the Township Water and Sewer Engineer’s review letter have been added. Two conditions have been addressed and removed to date.

At their May 6, 2015 meeting, the Board of Commissioners approved Resolution No. 2015-22 granting preliminary/final approval to a land development to develop the three tracts located at 3951 Walbert Avenue, 4131 Walbert Avenue and 1995 Brickyard Road, creating 1881 Penns Crossing.

At their October 27, 2004 hearing, the Zoning Hearing Board granted a 35-foot variance from the 60-foot front yard setback and a 10-foot variance from the 25-foot side yard setback to construct an above-ground pool, as part of Zoning Appeal 2004-47.

**REVIEWING AGENCIES COMMENTS:**

**A. Township Engineer** – The comments of the Township Engineer are contained in Mr. Anthony Tallarida’s review dated February 6, 2023. Mr. Tallarida is recommending engineering approval at this time. His comments pertain to plan detail, and outside agency approval.

- B. **Township Water and Sewer Engineer** – The comments from the Township Water and Sewer engineer are contained in Mr. Jason Newhard’s review dated February 6, 2023. His comments pertain to plan detail.
- C. **Landscape and Shade Tree Commission** – The Landscape and Shade Tree Commission reviewed the plan at their November 21, 2022 meeting and determined that two shade trees of a species acceptable to the Landscape and Shade Tree Commission shall be planted within the right-of-way of Huckleberry Road, per the SWT Standard Construction Documents Sheet R-1 and the standards of SALDO Section 312-40.
- D. **Lehigh Valley Planning Commission** – The comments of the Lehigh Valley Planning Commission are contained in Ms. Bambi Rivera’s review dated January 25, 2023. Her comments pertain to steep slopes
- E. **Community Development Department** – The Department’s technical review is dated December 9, 2022 and provides comment pertaining to zoning issues, shade trees, Open Space, waivers and deferrals, plan detail, and Official Map and Comprehensive Plan consistency.

- **Action Requested:**

The applicant requests preliminary/final plan approval.

Staff has no objections.

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

Not applicable.

- **Attachments:**

1. Resolution
2. Aerial Image and Site Plan
3. Township engineer’s Review dated February 6, 2023
4. Township Water and Sewer Engineer’s Review dated February 6, 2023
5. Community Development Department Review dated December 9, 2022
6. Landscape and Shade Tree Commission Review dated November 21, 2022
7. LVPC Review dated January 25, 2023
8. Applicant’s Waiver Request Letter dated February 14, 2023

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

**RESOLUTION NO. 2023-\_\_\_\_  
(Duly Adopted February 15, 2023)**

**A RESOLUTION GRANTING PRELIMINARY/FINAL APPROVAL  
TO A MINOR PLAN ENTITLED  
"1881 PENNS CROSSING AND 3768 HUCKLEBERRY ROAD"**

**WHEREAS**, Matthew and Asli Puchyr, pursuant to Article 4 of the South Whitehall Township Subdivision and Land Development Ordinance, submitted an application for preliminary/final approval for a lot line adjustment for the properties located at 1881 Penns Crossing and 3768 Huckleberry Road, in South Whitehall Township, Lehigh County, Pennsylvania; and,

**WHEREAS**, this proposal is reflected on plans prepared by Gilmore and Associates, entitled "**1881 PENNS CROSSING AND 3768 HUCKLEBERRY ROAD**", dated October 19, 2022 and last revised January 20, 2023; 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 April 19, 2017, and last revised April 1, 2019, and are applicable to this plan based on the submission of the initial application in November 3, 2022; and

**WHEREAS**, the South Whitehall Township Planning Commission has reviewed the aforesaid plan on December 2022, and having found it to be in substantial compliance with the Subdivision and Land Development Regulations, has recommended that preliminary/final approval be granted; and,

**WHEREAS**, the applicant has requested that the requirement of Section 312-23(b)(21) of the Subdivision and Land Development Ordinance to show locations and widths of all sidewalks, trails, driveways, streets, easements, and rights-of-way platted or existing in the subdivision and within four hundred (400) feet of any part of the subdivision tract be waived, and the Planning Commission is persuaded that a waiver would be appropriate as the level of detail provided on the plan is sufficient; and,

**WHEREAS**, the applicant has requested that the requirement of Section 312-35(b)(3)(i) and Section 312-35(b)(3)(d)(i) of the Subdivision and Land Development Ordinance pertaining to the Right-of-Way and Cartway Standards, specifically all applicable requirements therein for arterial streets to be constructed in accordance with the Arterial Street Cross Section within the Township Standard Construction Documents (latest revision) with regard to the right-of-way of Huckleberry Road, with the exception of right-of-way dedication and street tree installation, be deferred, and the Planning Commission is persuaded that a deferral would be appropriate (except for right-of-way

dedication and the installation of street trees) until such time as right-of-way improvements are required by the Board of Commissioners.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED** that the Board of Commissioners of the Township of South Whitehall hereby grants preliminary/final approval to the minor subdivision plan entitled ***“1881 PENNS CROSSING AND 3768 HUCKLEBERRY ROAD”***, subject to the applicant’s compliance with the following conditions:

1. That the applicant shall execute subdivision improvement, security, maintenance and indemnification agreements acceptable to the Township and its Solicitor, 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 to the plan being recorded.
2. That the applicant shall address to the satisfaction of the Township Engineer, the comments of Mr. Anthony Tallarida, as contained in his review dated February 6, 2023.
3. That the applicant shall address to the satisfaction of the Township Water and Sewer Engineer, the comments of Mr. Jason Newhard, as contained in his review dated February 6, 2023.
4. That the applicant shall address to the satisfaction of the Community Development Department, the comments of Mr. Gregg Adams, as contained in his review dated December 9, 2022.
5. That the applicant shall comply with the November 21, 2022 recommendation of the Landscape and Shade Tree Commission.
6. That the Applicant shall dedicate additional right-of-way for Huckleberry Road to achieve an ultimate right-of-way for an arterial road. The dedication shall occur prior to the plan being recorded. The dedication shall be by Deed of Dedication in a form acceptable to the Township Solicitor, and an Opinion of Record Title shall be prepared by applicant’s counsel indicating that the dedication 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 dedication that has been approved by the Township Engineer, and a copy of the current deed for the property showing current ownership and recording information.
7. That the applicant shall reconcile all open invoices for Township engineering and legal services prior to the plan being recorded.
8. The applicant shall meet all conditions of the Preliminary/Final Plan approval, and the Record Plan will be recorded within eighteen (18) months of Conditional Preliminary/Final Plan approval, and the applicant agrees that if such conditions are not met, the conditional Preliminary/Final Plan approval will be considered

void, and the application for Preliminary/Final Plan approval will be considered void and withdrawn unless otherwise approved by the South Whitehall Township Board of Commissioners.

9. 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.
10. 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.

The requirement of Section 312-23(b)(21) of the Subdivision and Land Development Ordinance to show locations and widths of all sidewalks, trails,

driveways, streets, easements, and rights-of-way platted or existing in the subdivision and within four hundred (400) feet of any part of the subdivision tract is hereby waived.

The requirement of Section 312-35(b)(3)(i) and Section 312-35(b)(3)(D)(i) of the Subdivision and Land Development Ordinance pertaining to the Right-of-Way and Cartway Standards, specifically all applicable requirements therein for arterial streets to be constructed in accordance with the Arterial Street Cross Section within the Township Standard Construction Documents (latest revision) with regard to the right-of-way of Huckleberry Road, with the exception of right-of-way dedication and street tree installation is hereby deferred, except for the right-of-way dedication and the installation of street trees.

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 which shall be received at or before the meeting at which the Resolution containing such conditions of approval is considered by the Board of Commissioners for adoption.

**DULY ADOPTED** this 15<sup>th</sup> day **FEBRUARY, 2023**, 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:**

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**Tricia Dickert, Secretary**



**APPLICANT ACCEPTANCE OF CONDITIONS**

**RESOLUTION NO. 2023-\_\_\_\_**  
**(Duly Adopted February 15, 2023)**

**A RESOLUTION GRANTING PRELIMINARY/FINAL APPROVAL  
TO A MINOR PLAN ENTITLED  
"1881 PENNS CROSSING AND 3768 HUCKLEBERRY ROAD"**

The undersigned, being the applicant of the land shown on plans prepared by Gilmore and Associates entitled **"1881 PENNS CROSSING AND 3768 HUCKLEBERRY ROAD"**, dated October 19, 2022 and last revised January 20, 2023, Township Minor Plan 2022-201, for a lot line adjustment for the properties located at 1881 Penns Crossing and 3768 Huckleberry 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 granting conditional preliminary/final approval to the major plan entitled **"1881 PENNS CROSSING AND 3768 HUCKLEBERRY ROAD"** 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.

The undersigned Applicant/Owner for the Project described in the foregoing referenced Resolution, in consideration of the grant of the approval of the waiver from certain review and approval requirements of the Subdivision and Land Development Ordinance by the Commissioners of South Whitehall Township, and intending to be legally bound hereby, does affirmatively accept the conditions of the grant of the waiver set forth in the foregoing Resolution and does waive any and all rights which Applicant would otherwise possess to contest the imposition of said conditions, both at law or in equity.

WITNESS/ATTEST:

APPLICANT: Matthew and Asli Puchyr

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Applicant

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

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

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





1881 Penns Crossing and 3678 Huckleberry Road    Minor Plan 2022-201



GENERAL SURVEY NOTES:

- 1. PROPERTY KNOWN AS TAX PIN #547796223169 & 547796168995 AS SHOWN ON THE TAX MAP OF THE TOWNSHIP OF SOUTH WHITEHALL, COUNTY OF LEHIGH, COMMONWEALTH OF PENNSYLVANIA.
2. THIS PLAN IS BASED ON A FIELD SURVEY PERFORMED BY GILMORE & ASSOCIATES, INC. ON AUGUST 8, 2022, AND THE REFERENCED INFORMATION LISTED HEREON. IT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
3. SUBJECT TO COVENANTS, RESTRICTIONS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.
4. VERTICAL DATUM IS NAVD88 AND WAS ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS) WITH OBSERVATIONS REFERENCED TO THE KEYNET-GPS VIRTUAL REFERENCE STATION SYSTEM.
5. HORIZONTAL DATUM IS BASED ON THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (NAD 83) ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS) WITH OBSERVATIONS REFERENCED TO THE KEYNET-GPS VIRTUAL REFERENCE STATION SYSTEM.
6. LOCATIONS OF EXISTING UNDERGROUND UTILITIES/FACILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM ABOVE GROUND OBSERVATION OF THE SITE. NO EXCAVATIONS WERE PERFORMED IN PREPARATION OF THIS DRAWING. THEREFORE ALL UTILITIES SHOWN SHOULD BE CONSIDERED APPROXIMATE IN LOCATION, DEPTH, AND SIZE. THE POTENTIAL EXISTS FOR OTHER UNDERGROUND UTILITIES/FACILITIES TO BE PRESENT WHICH ARE NOT SHOWN ON THIS DRAWING. ONLY THE VISIBLE LOCATIONS OF UNDERGROUND UTILITIES/FACILITIES AT THE TIME OF THE FIELD SURVEY SHALL BE CONSIDERED TRUE AND ACCURATE. COMPLETENESS OR ACCURACY OF UNDERGROUND UTILITIES/FACILITIES ARE NOT GUARANTEED BY GILMORE & ASSOCIATES INC.
7. ALL CONTRACTORS WORKING ON THIS PROJECT SHALL VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES/FACILITIES PRIOR TO THE START OF WORK AND SHALL COMPLY WITH THE REQUIREMENTS OF P.L. 852, NO. 287 DECEMBER 10, 1974 AS LAST AMENDED ON APRIL 28, 2018, PENNSYLVANIA ACT 50. GILMORE & ASSOCIATES INC. HAS OBTAINED A PA-ONE CALL SERIAL NUMBER XXXXXXXXXXXX (2017) FOR DESIGN PURPOSES ONLY.
8. THIS PLAN HAS BEEN REVIEWED BY THE TOWNSHIP STAFF AND TOWNSHIP ENGINEER FOR CONSISTENCY WITH MUNICIPAL REGULATIONS AND ORDINANCES RELATING TO LAND USAGE 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, KARST 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.

REFERENCES:

- 1. TAX MAP FOR THE TOWNSHIP OF SOUTH WHITEHALL, COUNTY OF LEHIGH, COMMONWEALTH OF PENNSYLVANIA.
2. PLAN ENTITLED 'THE HILLS AT WINCHESTER' DATED SEPTEMBER 18, 2014, LAST REVISED OCTOBER 21, 2017, PREPARED BY LEHIGH ENGINEERING ASSOCIATES, INC. OF WALNUTPORT, PA, AND RECORDED IN THE LEHIGH COUNTY RECORDER OF DEEDS OFFICE AS INSTRUMENT #2017026731
3. PLAN ENTITLED 'SUBDIVISION PLAN OF 3810 & 3830 HUCKLEBERRY ROAD, DATED APRIL 20, 2021, LAST REVISED AUGUST 27, 2021, PREPARED BY MARTIN BRADBURY & GRIFFITH, INC. OF ALLENTOWN, PA, AND RECORDED IN THE LEHIGH COUNTY RECORDER OF DEEDS OFFICE AS INSTRUMENT #2021049908.
4. MAP RECEIVED FROM SUNOCO PIPELINE (REFERENCE #2022 1018 1264) PER PA ONE CALL #20222800431.
5. DEED BOOKS AS NOTED.

SITE DATA:

PIN #: 547796223169
OWNER: MATTHEW & ASLI PUCHYR
ADDRESS: 1881 PENNS KING, ALLENTOWN, PA 18104
TITLE: INST #2022027433
TOTAL AREA: 0.4990 AC. (DEED/SURVEY)
ZONING: R-2 LOW DENSITY RESIDENTIAL
WATER: ON-LOT WELL
SEWER: ON-LOT SEPTIC

SOUTH WHITEHALL TOWNSHIP ZONING DATA:

Table with 3 columns: PERMITTED, EXISTING, PROPOSED. Rows include: MINIMUM REQUIRED LOT AREA, MINIMUM REQUIRED FRONTAGE, REQUIRED MIN. YARD SETBACKS (FRONT, SIDE, REAR), MAXIMUM TOTAL IMPERVIOUS COVERAGE, MAXIMUM PERMITTED BUILDING HEIGHT.

Table with 3 columns: PERMITTED, EXISTING, PROPOSED. Rows include: MINIMUM REQUIRED LOT AREA, MINIMUM REQUIRED FRONTAGE, REQUIRED MIN. YARD SETBACKS (FRONT, SIDE, REAR), MAXIMUM TOTAL IMPERVIOUS COVERAGE, MAXIMUM PERMITTED BUILDING HEIGHT.

\*EXISTING NONCONFORMITY
\*MORE THAN 10,000 S.F. TO 25,000 S.F. = 65%
MORE THAN 25,000 S.F. TO 43,560 S.F. = 50%
MORE THAN 43,560 S.F. TO 5 ACRES = 25%

OWNER'S CERTIFICATION

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 LIENS 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.

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 REFLECTED ON THIS PLAN, INCLUDING BUT NOT LIMITED TO POST CONSTRUCTION STORMWATER MANAGEMENT AND APDES PERMIT REGULATIONS. IN THE EVENT OR 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).

(OWNER)
(OWNER)
SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_ DAY OF \_\_\_, 20\_\_
NOTARY PUBLIC

CERTIFICATION OF PROPERTY MONUMENTS AND PINS:

WE, THE UNDERSIGNED, A LICENSED SURVEYOR CERTIFY THAT ALL PERIMETER MONUMENTS AND PINS HAVE BEEN SET.

DONALD P. RAPSINSKI, PLS
65 E. BUTLER AVENUE
NEW BRITAIN, PA 18901

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN REPRESENTS A SURVEY AND DESIGN MADE BY OR FOR ME AND THAT ALL DIMENSIONAL DETAILS ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DONALD P. RAPSINSKI, PLS
65 E. BUTLER AVENUE
NEW BRITAIN, PA 18901

TOWNSHIP PLANNING COMMISSION RECOMMENDATION

RECOMMENDED FOR APPROVAL BY THE SOUTH WHITEHALL TOWNSHIP PLANNING COMMISSION THIS \_\_\_ DAY OF \_\_\_, 20\_\_

CHAIRMAN SECRETARY

TOWNSHIP BOARD OF COMMISSIONERS REVIEW

APPROVED BY THE SOUTH WHITEHALL TOWNSHIP BOARD OF COMMISSIONERS THIS \_\_\_ DAY OF \_\_\_, 20\_\_

PRESIDENT SECRETARY

REVIEWED BY:

TOWNSHIP ENGINEER

LEHIGH VALLEY PLANNING COMMISSION REVIEW

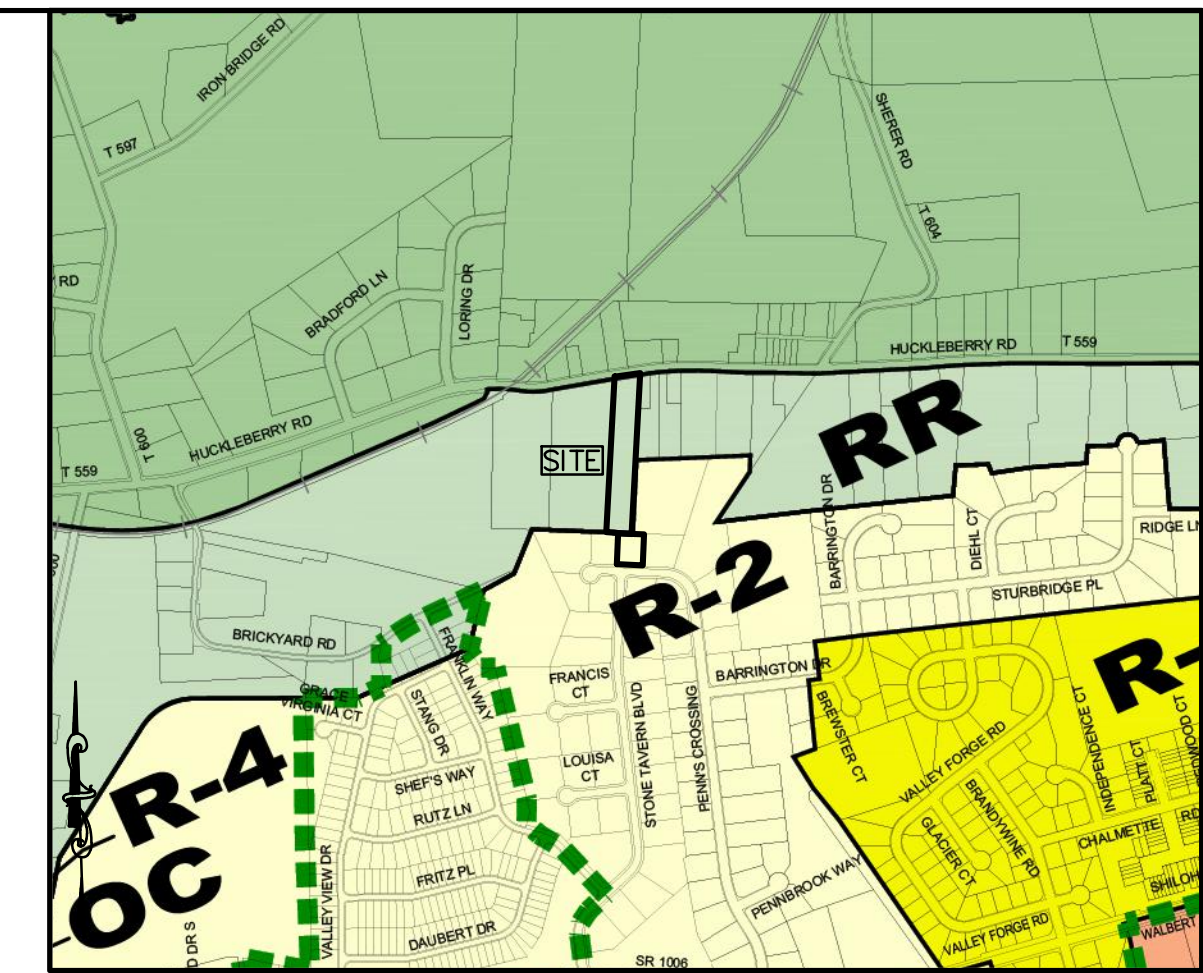
REVIEWED BY THE LEHIGH VALLEY PLANNING COMMISSION.

DATE PLANNER

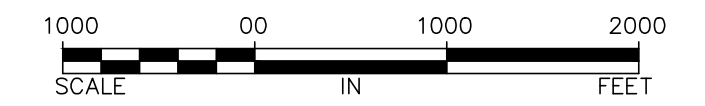
COUNTY PROOF OF RECORDING

PLAN RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF LEHIGH COUNTY, PENNSYLVANIA, IN THE MAP BOOK VOLUME \_\_\_ PAGE \_\_\_ ON THE \_\_\_ DAY OF \_\_\_, 20\_\_

LEHIGH COUNTY RECORDER OF DEEDS



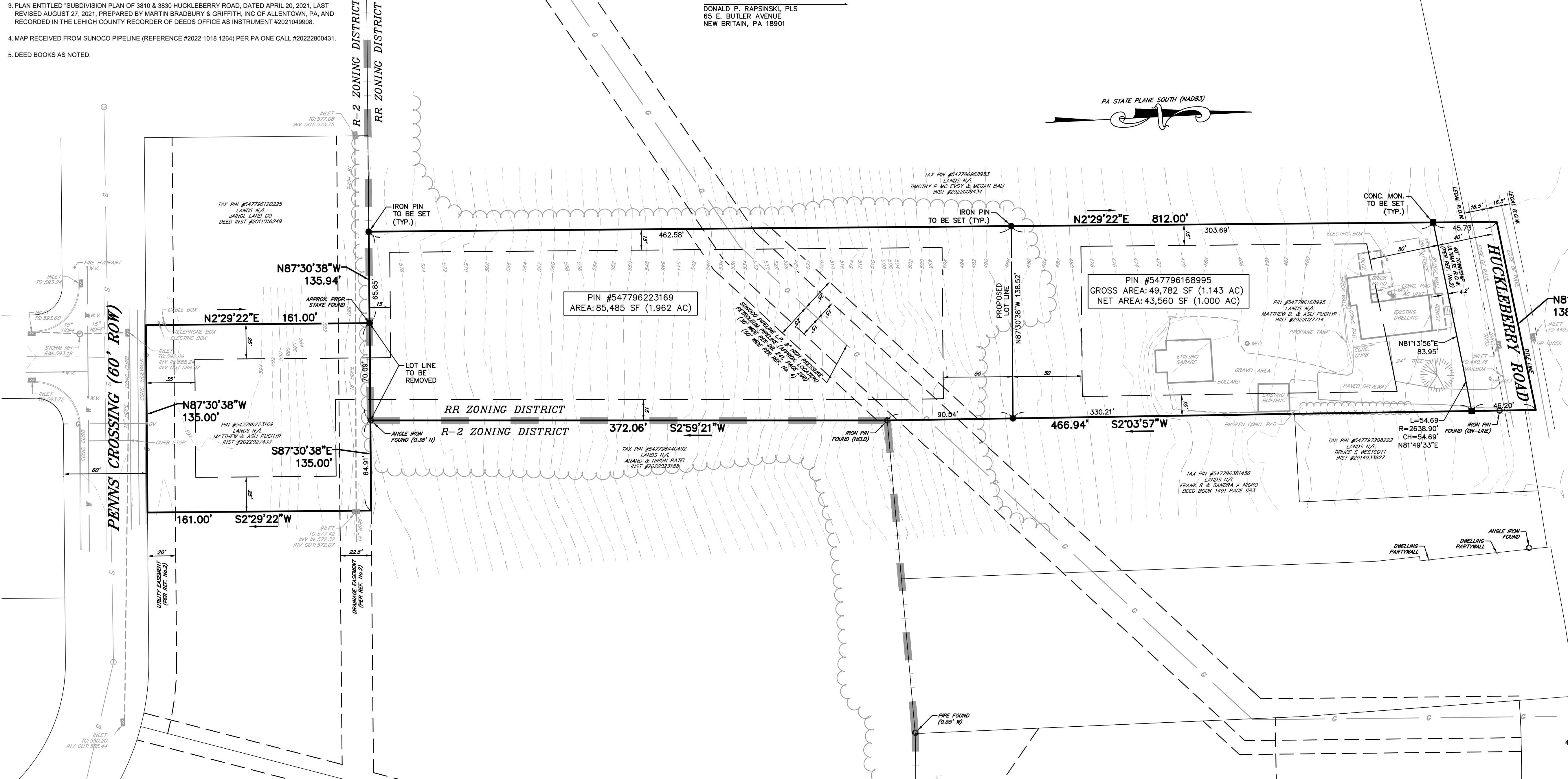
LOCATION MAP



SCALE: 1"=1000'

GILMORE & ASSOCIATES, INC. ENGINEERING & CONSULTING SERVICES. ONLY THOSE PLANS INCORPORATING THE PROFESSIONAL SEAL SHOULD BE CONSIDERED OFFICIAL AND RELIED UPON BY USER. THIS PLAN IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR USED WITHOUT THE WRITTEN CONSENT OF GILMORE & ASSOCIATES, INC. IS PROHIBITED. © COPYRIGHT 2022 GILMORE & ASSOCIATES, INC. ALL RIGHTS RESERVED.

NOT APPROVED FOR CONSTRUCTION



PENNSYLVANIA ONE CALL SYSTEM, INC. 811 logo. BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA! CALL 1-800-242-1776. NON-MEMBERS MUST BE CONTACTED DIRECTLY. PA LAW REQUIRES THREE WORKING DAYS NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL, BLAST OR DEMOLISH.

LOT LINE ADJUSTMENT PLAN
1881 PENNS CROSSING & 3768 HUCKLEBERRY ROAD
SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA
PROJECT No.: 22-07053
TAX MAP PARCEL No.: 547796223169 & 547796168995
TOTAL AREA: 2 TOTAL LOTS: 2
DATE: 10/19/2022 SCALE: 1"=40'
DRAWN BY: DDR CHECKED BY: DFR
SHEET No.: 1 OF 1



# SOUTH WHITEHALL TOWNSHIP

4444 Walbert Avenue, Allentown, PA 18104-1699  
www.southwhitehall.com • (610) 398-0401

## MEMORANDUM

TO: Mr. Gregg R. Adams via e-mail  
Planner, Community Development Department  
South Whitehall Township

FROM: Mr. Anthony F. Tallarida, P.E. *AFT*  
Manager, Municipal Engineering Services

SUBJECT: South Whitehall Township  
1881 Penns Crossing and 3768 Huckleberry Road  
Minor Plan #2022-201  
Lot Line Adjustment Plan Review

DATE: February 6, 2023

COPIES: Mr. Thomas R. Petrucci, MPA  
Township Manager  
South Whitehall Township

Mr. David Manhardt, AICP  
Director of Community Development  
South Whitehall Township

Mr. Herb Bender  
Director of Township Operations  
South Whitehall Township

Mr. Mike Elias  
Public Works Utility and MS4 Program Coordinator  
South Whitehall Township

Ms. Tracy J.B. Fehnel  
Insurance Administrator & Executive Assistant  
South Whitehall Township

### TOWNSHIP ENGINEER

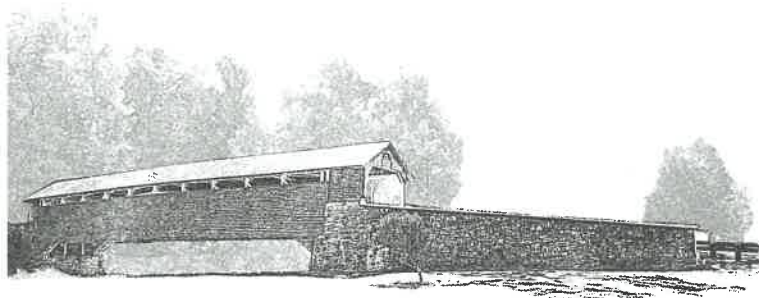
J. Scott Pidcock, P.E., R.A.

*The Pidcock Company*

2451 Parkwood Drive, Allentown, PA 18103-9608

Phone: (610) 791-2252 • Fax: (610) 791-1256

E-mail: info@pidcockcompany.com



Ms. Laura M. Harrier, BCO  
Building Code Official/Zoning Officer  
South Whitehall Township

Mr. John G. Frantz, CFEI, BCO  
Fire Marshal, Building Code Official  
South Whitehall Township

Joseph A. Zator, II, Esq.  
South Whitehall Township Solicitor  
Zator Law

Jennifer R. Alderfer, Esq.  
Assistant South Whitehall Township Solicitor  
Zator Law

Mr. Benjamin A. Kutz, P.E.  
Project Engineer  
Gilmore & Associates, Inc.

Mr. Matthew and Ms. Asli Puchyr

(all via e-mail)

REPORT:

South Whitehall Township Ordinances:

Zoning Ordinance (ZO)

Subdivision and Land Development Ordinance (SALDO)

Stormwater Management Plan (SMP)

See attached list for documents reviewed.

Proposal:

Lot Line Adjustment

1881 Penns Crossing:

- 0.4990 acres existing (survey); 1.962 acres proposed;
- On-Lot Water and Sewer; and
- Existing R-2, proposed R-2, and RR Zoning Districts.

3768 Huckleberry Road:

- 2.606 acres existing (survey); 1.143 acres proposed (gross area);
- Public Water and Sewer; and
- RR – Rural Residential and Agricultural Zoning District.

Waivers / Variances Granted:

None to date (see Waiver/Deferral comment below)

Recommendation:

Engineering approval is recommended subject to the following comments being addressed.

mjg/laf

Enclosures

South Whitehall Township  
1881 Penns Crossing and 3768 Huckleberry Road  
Minor Plan #2022-201  
Lot Line Adjustment Plan Review

February 6, 2023

## REVIEW COMMENTS

1. As discussed with the Township Staff, at its December 15, 2022, meeting the Planning Commission supported waiver/deferral requests of the items listed below:
  - a. SALDO §312-35(b)(3)(B)(i) and §312-35(b)(3)(D)(i) – Deferral from the requirement to provide frontage improvements for an arterial road along Huckleberry Road with the provision of right-of-way and street trees; and
  - b. SALDO §312-23(b)(21) – Waiver from the requirement to show the location and widths of all sidewalks, driveways, streets, easements, and rights-of-way within 400 feet of any part of the tract (update the SALDO reference on the plan to reflect §312-23(b)(21)).

In the event waivers or deferrals are granted, the Approved Waivers and Deferrals Note should be expanded to include the dates of approval and the Board which took the action.

2. Check the last revision date on each of the Legal Descriptions for consistency with the Plan information (e.g., Plan – January 20, 2022; Description – January 20, 2023). Also, check the area and spelling of “Anand” in the 1881 Penns Crossing Legal Description;
3. Show all existing rock outcrops, slag piles, quarry holes, springs, and swampy areas or note the absence of such features, SALDO §312-23(b)(18);
4. Provide monumentation in accordance with SALDO §312-36(f). Also, revise the Concrete Monument Detail to be in accordance with the SWT Standard Construction Documents (e.g., Standard Concrete Monument Detail – SWT-R-8), SALDO §312-23(b)(26) and §312-36(f)(1);
5. Confirm with the Shade Tree Commission the acceptability of the proposed street trees along Huckleberry Road, SALDO §312-40. Address any comments from the Shade Tree Commission to their satisfaction;
6. Upon submission of the plan for recording, all Statements and Certifications shall be signed and sealed/notarized as applicable; and
7. Provide copies (to the Township and our Office) of all correspondence, including all data submitted to outside agencies regarding required approvals (e.g., LVPC, etc.), SALDO §312-23(a)(9). Also, provide an applicable note on the Plan.

The comments noted above are the result of our engineering review. We have not reviewed items associated with legal, geotechnical, lighting, water/sanitary sewerage systems, environmental, building code, public safety, and other non-engineering issues, which should be reviewed by the appropriate Township Staff and Consultants.

South Whitehall Township  
1881 Penns Crossing and 3768 Huckleberry Road  
Minor Plan #2022-201  
Lot Line Adjustment Plan Review

List of Plans and Supplemental Information  
Prepared by Gilmore & Associates, Inc. and  
dated or last revised January 20, 2022, [sic] except as noted

1. Lot Line Adjustment Plan, Sheet 1 of 1;
2. Aerial Exhibit, Sheet 1 of 1;
3. The following Legal Descriptions dated January 20, 2023 and associated undated closure calculations:
  - a. 1881 Penns Crossing (containing 1.962 acres);
  - b. 3768 Huckleberry Road (containing 1.000 acres); and
  - c. Huckleberry Road Ultimate right-of-way (containing 0.143 acres).
4. Deed for 1881 Penns Crossing, recorded on August 5, 2022;
5. Deed for 3768 Huckleberry Road, recorded on August 8, 2022;
6. Comment response letter; and
7. Letter of Transmittal, dated January 20, 2023.

In addition, we have received the following information in support of the Application:

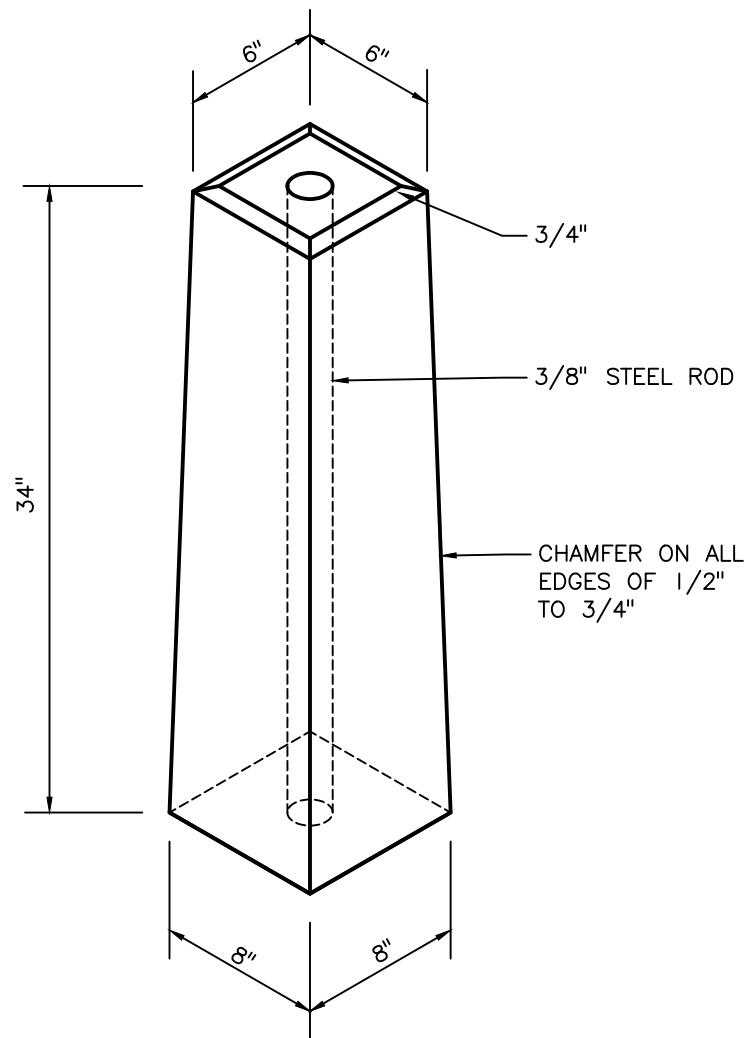
1. Subdivision & Land Development Review Application, dated January 19, 2023.



Drawing name: S:\Municipalities\Municipal Construction Documents\South Whitehall Township\Working Documents\SWT-R-08.dwg Printed: Mar 22, 2017 4:03pm

**NOTES:**

1. LOCATION. PERMANENT REFERENCE MONUMENTS SHALL BE LOCATED AT EACH STREET INTERSECTION, AT THE BEGINNING AND ENDING OF ALL STREET CURVES, AND AT EXTERIOR CORNERS OF THE SUBDIVISION DESIGNATED BY THE TOWNSHIP ENGINEER.
2. THE DEVELOPER MAY INSTALL MONUMENTS ON ONLY ONE SIDE OF THE STREET PROVIDED THAT ENOUGH MONUMENTS ARE SET TO PERMIT A SURVEYOR TO STAKE OUT ACCURATELY ANY BUILDING LOT ON THE FINAL PLAN.
3. TYPE. REFERENCE MONUMENTS SHALL BE CONSTRUCTED OF STEEL REINFORCED PORTLAND CEMENT TO THE DIMENSIONS SHOWN ON THIS DRAWING, OR AS REVIEWED IN ADVANCE IN WRITING BY THE TOWNSHIP ENGINEER.
4. PLACEMENT. REFERENCED MONUMENTS SHALL BE PLACED SO THAT THE TOP OF THE MONUMENT IS FLUSH WITH FINISH GRADE.



**STANDARD CONCRETE MONUMENT**  
NO SCALE

REVISIONS	SOUTH WHITEHALL TOWNSHIP <b>STANDARD CONSTRUCTION DETAILS</b> LEHIGH COUNTY, PENNSYLVANIA	
	ROADWAY CONSTRUCTION <b>STANDARD CONCRETE MONUMENT</b>	
	THE PIDCOCK COMPANY <small>CIVIL ENGINEERING AND LAND PLANNING ARCHITECTURE LAND SURVEYING</small> <small>OXFORD DRIVE AT FISH HATCHERY ROAD ALLENTOWN, PENNSYLVANIA</small>	
	<small>DATE: MARCH 2017</small>	<small>CHKD BY: RJG</small>
	<small>SCALE: NO SCALE</small>	<b>SWT-R-8</b>



February 6, 2023

Mr. Gregg Adams, Planner  
South Whitehall Township  
4444 Walbert Avenue  
Allentown PA 18104

Re: 1881 Penn's Crossing and 3768 Huckleberry Road  
Land Development #2022-201  
Review of Lot Line adjustment plan.  
SSM File: 103400.0086

Dear Mr. Adams:

This correspondence is provided as a review of the Preliminary Land Development Plan submitted for the above referenced project revised on 1/20/2022. We have the following comments regarding the water and sanitary sewer utilities:

General Notes:

1. **Plan Set Sheet 1 of 1:** The revisions per Township comments is dated 1/20/2022. Should be dated 1/20/2023.

Water Comments:

1. No comment at this time.

Sanitary Sewer Comments:

1. No comment at this time.

Please contact us should you have any questions, or require any additional information regarding our comments.

Sincerely,  
Spotts, Stevens and McCoy

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

Jason M. Newhard, CCM, LO  
Manager, Construction Management Services  
Environmental Engineering  
[jason.newhard@ssmgroup.com](mailto:jason.newhard@ssmgroup.com)

cc: Herb Bender

# SOUTH WHITEHALL TOWNSHIP

4444 Walbert Avenue, Allentown, PA 18104-1699  
www.southwhitehall.com • (610) 398-0401

December 9, 2022

Matthew and Asli Puchyr  
1039 Danweber Way  
Allentown, PA 18104

**Re: 1881 Penns Crossing and 3768 Huckleberry Road  
Minor Plan #2022-201  
Preliminary/Final Land Development Plan Review**

Dear Mr. and Ms. Puchyr:

The purpose of this letter is to report zoning and non-engineering related comments that are to be addressed. My comments follow:

## **Zoning**

1. The Applicant proposes a lot line adjustment of 2 parcels. 1881 Penns Crossing is located in the R2 District in the active development of Hills at Winchester II. 3768 Huckleberry is located in the RR District. No existing nonconformities are being increased by adjusting the rear yard property line of both parcels.
2. There are no comments for this lot line adjustment.

## **Fire Inspector**

3. The Fire Inspector reported no comments. The Fire Inspector reports that the Public Safety Commission in conjunction with the Fire Chief made no comments to the plan.

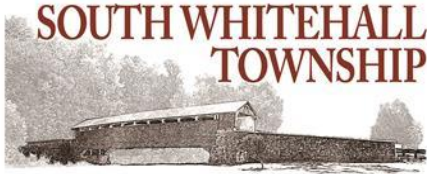
## **Landscape and Shade Tree Commission**

1. The Landscape and Shade Tree Commission reviewed the plan at their November 21, 2022 meeting and determined that two shade trees of a species acceptable to the Landscape and Shade Tree Commission shall be planted within the right-of-way of Huckleberry Road, per the SWT Standard Construction Documents Sheet R-1 and the standards of SALDO Section 312-40.

## **Parks and Recreation Board**

1. The plan proposes a Resubdivision where no new dwelling units are proposed, therefore no Open Space dedication is required.





**Legal and Other**

1. Township policy with regard to the deferral of sidewalk and curbing has changed and deferrals shall no longer be granted. The applicant should be prepared to discuss compliance with SALDO Section 312-35(b)(3)(A)(ii).
2. Please consider the following in placement locations for street trees:
  - a. Placement over inlets should be avoided.
  - b. Provide ample clearance from streetlights and hydrants.
3. Signature Blocks and Certifications to appear on each plan sheet to be recorded.

**Waiver and Deferral Request Commentary**

1. No SALDO waiver or deferral requests have been made.

**Official Map & Comprehensive Plan**

1. The Official Map depicts the subject parcel containing slopes of 25% and over and woodlands, underlain by a groundwater recharge basin, with frontage along a Minor Arterial Road (Huckleberry Road).
2. The Comprehensive Plan envisions a T3 Character Area, which includes low-density residential with neighborhood services, conservation design and cluster development, a mix of lot and house sizes, and predominantly single-family dwellings..

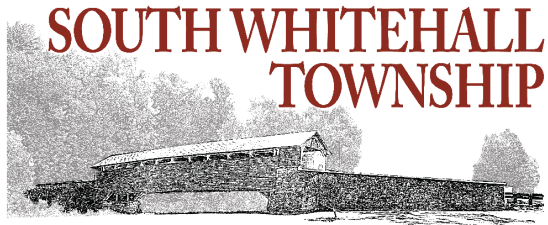
Your plan is scheduled to be reviewed by the Planning Commission on Thursday, December 15, 2022 at 7:30 p.m. A representative shall attend to present the plan and answer questions. The meeting will also be held electronically via GoToMeeting. To access the meeting through your phone, dial 1-224-501-3412 and, when prompted, enter 757 430 189 to join the meeting. To access the meeting though your computer, go to <https://global.gotomeeting.com/join/757430189>.

If you have any questions, please call.

Sincerely,

**Gregg R. Adams, Planner  
South Whitehall Township**

cc: T. Petrucci      H. Bender      D. Manhardt      L. Harrier  
M. Elias      J. Frantz      J. Alderfer, Esq.      S. Pidcock  
A. Tallarida      D. Rapsinski, G&A      File #2022-201



**MEMORANDUM**

---

**TO:** Planning Commission  
**FROM:** Gregg R. Adams, Planner  
**DATE:** November 21, 2022  
**SUBJECT:** Subdivision Plan Review  
1881 Penns Crossing and 3768 Huckleberry Road  
Minor Plan 2022-201  
Plan dated October 19, 2022  
**COPIES:** Landscape and Shade Tree Commission, D. Manhardt, A. Tallarida,  
J. Alderfer, Esq., S. Pidcock, Applicant

---

At their November 21, 2022 meeting, the Landscape and Shade Tree Commission reviewed the above-mentioned plan and recommended the following:

Two shade trees of a species acceptable to the Landscape and Shade Tree Commission shall be planted within the right-of-way of Huckleberry Road, per the South Whitehall Township Standard Construction Documents Sheet R-1 and the standards of SALDO section 312-40.

Respectfully submitted,

Gregg R. Adams, Planner  
Community Development Department



**Lehigh Valley Planning Commission**

STEVEN GLICKMAN  
Chair

CHRISTOPHER AMATO  
Vice Chair

KEVIN SCHMIDT  
Treasurer

BECKY A. BRADLEY, AICP  
Executive Director

January 25, 2023

Mr. Gregg Adams, Planner  
South Whitehall Township  
444 Walbert Avenue  
Allentown, PA 18104

**Re: 1881 Penns Crossing and 3768 Huckleberry Road – LLA  
South Whitehall  
Lehigh County**

Dear Mr. Adams:

The subject applicant proposes a lot line adjustment between two adjacent parcels to convey 1.5 acres from one parcel to the other at 1881 Penns Crossing & 3768 Huckleberry Road (PIN 547796168995 & 547796223169).

**Steep Slopes**

Parcel number 547796168995 at 3768 Huckleberry Road has a section of the lot that is situated on a steep slope of 15%-25%. The LVPC recommends that large lots with low site coverage standards should be maintained, and special erosion and storm drainage controls enforced to ‘Minimize environmental impacts of development to protect the health safety and welfare of the public.’ (of Policy 3.2)

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

Sincerely,

Bambi Griffin Rivera  
Community and Regional Planner

cc: Matthew and Asli Puchyr, Applicants; Donald P. Rapsinski, Project Engineer/Surveyor; Scott J. Pidcock, Township Engineer; David Manhardt, South Whitehall Township Director of Communications



February 14, 2023  
File No. 2207053

Mr. Gregg Adams  
Planner, Community Development Department  
South Whitehall Township  
4444 Walbert Avenue  
Allentown, PA 18104

Reference: 1881 Penns Crossing and 3768 Huckleberry Road  
Minor Plan #2022-201  
Waiver/Deferral Request Letter

Dear Mr. Adams:

On behalf of our client, Mr. Matthew Puchyr and Ms. Asli Puchyr, we submit this letter to revise the previous waiver/deferral request letter that was submitted on December 13, 2022. The substance of the waiver and deferral and justifications for the request remain the same; however, the one section reference was cited incorrectly. Instead of referencing section §312-23.B(18) the referenced section that we sought a waiver from is in fact section §312-23.B(21).

Below, is an updated summary of the requested waivers/deferrals from the following sections of the Subdivision and Land Development Ordinance. Justifications for each of the waiver requests is provided in bold.

1. §312-35.B(3)(b)[1] and §312-35.B(3)(d)[1] A deferral is requested from the requirement to provide frontage improvements for an arterial road along Huckleberry Road.

**This project consists solely of a lot line adjustment with no improvements to either lot proposed. Additionally, with a frontage of roughly 140', the construction of these improvements would result in a patchwork approach to widening Huckleberry Road, which could be confusing to drivers and would require the relocation of overhead utility poles and at least one utility pole. In our opinion, frontage improvements should be deferred to be constructed at a later time.**

2. §312-23.B(21) A waiver is requested from the requirement to provide the location and widths of all sidewalks, driveways, streets, easements, and rights-of-way within 400 feet of any part of the tract.

**Given the scope of the lot line adjustment proposed, and the desire for plan legibility, we don't believe providing all these existing features within 400 feet are necessary and would require a larger scale or the provision of a second sheet. We would offer an aerial exhibit showing the surrounding area in lieu of this requirement.**



If you have any questions regarding the above, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin A. Kutz". The signature is stylized and cursive.

Benjamin A. Kutz, P.E.  
Project Engineer  
Gilmore & Associates, Inc.

BAK

cc: Matthew Puchyr (via e-mail)  
Anthony Tallarida, P.E., The Pidcock Company (via e-mail)

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

**RESOLUTION NO. 2023-\_\_\_\_  
(Duly Adopted February 15, 2023)**

**A RESOLUTION GRANTING PRELIMINARY/FINAL APPROVAL  
TO A MINOR PLAN ENTITLED  
"1881 PENNS CROSSING AND 3768 HUCKLEBERRY ROAD"**

**WHEREAS**, Matthew and Asli Puchyr, pursuant to Article 4 of the South Whitehall Township Subdivision and Land Development Ordinance, submitted an application for preliminary/final approval for a lot line adjustment for the properties located at 1881 Penns Crossing and 3768 Huckleberry Road, in South Whitehall Township, Lehigh County, Pennsylvania; and,

**WHEREAS**, this proposal is reflected on plans prepared by Gilmore and Associates, entitled "**1881 PENNS CROSSING AND 3768 HUCKLEBERRY ROAD**", dated October 19, 2022 and last revised January 20, 2023; 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 April 19, 2017, and last revised April 1, 2019, and are applicable to this plan based on the submission of the initial application in November 3, 2022; and

**WHEREAS**, the South Whitehall Township Planning Commission has reviewed the aforesaid plan on December 2022, and having found it to be in substantial compliance with the Subdivision and Land Development Regulations, has recommended that preliminary/final approval be granted; and,

**WHEREAS**, the applicant has requested that the requirement of Section 312-23(b)(21) of the Subdivision and Land Development Ordinance to show locations and widths of all sidewalks, trails, driveways, streets, easements, and rights-of-way platted or existing in the subdivision and within four hundred (400) feet of any part of the subdivision tract be waived, and the Planning Commission is persuaded that a waiver would be appropriate as the level of detail provided on the plan is sufficient; and,

**WHEREAS**, the applicant has requested that the requirement of Section 312-35(b)(3)(i) and Section 312-35(b)(3)(d)(i) of the Subdivision and Land Development Ordinance pertaining to the Right-of-Way and Cartway Standards, specifically all applicable requirements therein for arterial streets to be constructed in accordance with the Arterial Street Cross Section within the Township Standard Construction Documents (latest revision) with regard to the right-of-way of Huckleberry Road, with the exception of right-of-way dedication and street tree installation, be deferred, and the Planning Commission is persuaded that a deferral would be appropriate (except for right-of-way

dedication and the installation of street trees) until such time as right-of-way improvements are required by the Board of Commissioners.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED** that the Board of Commissioners of the Township of South Whitehall hereby grants preliminary/final approval to the minor subdivision plan entitled ***“1881 PENNS CROSSING AND 3768 HUCKLEBERRY ROAD”***, subject to the applicant’s compliance with the following conditions:

1. That the applicant shall execute subdivision improvement, security, maintenance and indemnification agreements acceptable to the Township and its Solicitor, 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 to the plan being recorded.
2. That the applicant shall address to the satisfaction of the Township Engineer, the comments of Mr. Anthony Tallarida, as contained in his review dated February 6, 2023.
3. That the applicant shall address to the satisfaction of the Township Water and Sewer Engineer, the comments of Mr. Jason Newhard, as contained in his review dated February 6, 2023.
4. That the applicant shall address to the satisfaction of the Community Development Department, the comments of Mr. Gregg Adams, as contained in his review dated December 9, 2022.
5. That the applicant shall comply with the November 21, 2022 recommendation of the Landscape and Shade Tree Commission.
6. That the Applicant shall dedicate additional right-of-way for Huckleberry Road to achieve an ultimate right-of-way for an arterial road. The dedication shall occur prior to the plan being recorded. The dedication shall be by Deed of Dedication in a form acceptable to the Township Solicitor, and an Opinion of Record Title shall be prepared by applicant’s counsel indicating that the dedication 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 dedication that has been approved by the Township Engineer, and a copy of the current deed for the property showing current ownership and recording information.
7. That the applicant shall reconcile all open invoices for Township engineering and legal services prior to the plan being recorded.
8. The applicant shall meet all conditions of the Preliminary/Final Plan approval, and the Record Plan will be recorded within eighteen (18) months of Conditional Preliminary/Final Plan approval, and the applicant agrees that if such conditions are not met, the conditional Preliminary/Final Plan approval will be considered

void, and the application for Preliminary/Final Plan approval will be considered void and withdrawn unless otherwise approved by the South Whitehall Township Board of Commissioners.

9. 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.
10. 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.

The requirement of Section 312-23(b)(21) of the Subdivision and Land Development Ordinance to show locations and widths of all sidewalks, trails,

driveways, streets, easements, and rights-of-way platted or existing in the subdivision and within four hundred (400) feet of any part of the subdivision tract is hereby waived.

The requirement of Section 312-35(b)(3)(i) and Section 312-35(b)(3)(D)(i) of the Subdivision and Land Development Ordinance pertaining to the Right-of-Way and Cartway Standards, specifically all applicable requirements therein for arterial streets to be constructed in accordance with the Arterial Street Cross Section within the Township Standard Construction Documents (latest revision) with regard to the right-of-way of Huckleberry Road, with the exception of right-of-way dedication and street tree installation is hereby deferred, except for the right-of-way dedication and the installation of street trees.

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 which shall be received at or before the meeting at which the Resolution containing such conditions of approval is considered by the Board of Commissioners for adoption.

**DULY ADOPTED** this 15<sup>th</sup> day **FEBRUARY, 2023**, 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:**

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**Tricia Dickert, Secretary**

**APPLICANT ACCEPTANCE OF CONDITIONS**

**RESOLUTION NO. 2023-\_\_\_\_**  
**(Duly Adopted February 15, 2023)**

**A RESOLUTION GRANTING PRELIMINARY/FINAL APPROVAL  
TO A MINOR PLAN ENTITLED  
"1881 PENNS CROSSING AND 3768 HUCKLEBERRY ROAD"**

The undersigned, being the applicant of the land shown on plans prepared by Gilmore and Associates entitled **"1881 PENNS CROSSING AND 3768 HUCKLEBERRY ROAD"**, dated October 19, 2022 and last revised January 20, 2023, Township Minor Plan 2022-201, for a lot line adjustment for the properties located at 1881 Penns Crossing and 3768 Huckleberry 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 granting conditional preliminary/final approval to the major plan entitled **"1881 PENNS CROSSING AND 3768 HUCKLEBERRY ROAD"** 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.

The undersigned Applicant/Owner for the Project described in the foregoing referenced Resolution, in consideration of the grant of the approval of the waiver from certain review and approval requirements of the Subdivision and Land Development Ordinance by the Commissioners of South Whitehall Township, and intending to be legally bound hereby, does affirmatively accept the conditions of the grant of the waiver set forth in the foregoing Resolution and does waive any and all rights which Applicant would otherwise possess to contest the imposition of said conditions, both at law or in equity.

WITNESS/ATTEST:

APPLICANT: Matthew and Asli Puchyr

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Applicant

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

**Matthew Puchyr**

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

**2/14/23**

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





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

**RESOLUTION 2023- XX**  
**(Duly Adopted February 15, 2023)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP TO SUBMIT AN APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE (BJA) OF THE OFFICE OF JUSTICE PROGRAMS (OJP), U.S. DEPARTMENT OF JUSTICE (DOJ) AND JUSTICE & SECURITY STRATEGIES (JSS) FOR A GRANT TO REPLACE BODY-WORN CAMERAS FOR THE USE OF THE SOUTH WHITEHALL TOWNSHIP POLICE DEPARTMENT**

**WHEREAS**, the Bureau of Justice Assistance (BJA) of the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) and Justice & Security Strategies (JSS) are seeking applications for a new federal micro-grant program that funds the implementation or expansion of body-worn camera (BWC) programs for small, rural, and tribal law enforcement agencies (SRT); and

**WHEREAS**, funding under this program supports agencies seeking to establish or expand comprehensive BWC programs and have specified plans to implement this technology in a manner that maximizes the benefits of BWCs. As part of their submission, applicants will provide information on their plans to deploy this technology, as well as specific ways it will be used to enhance the applicant agency's mission.

Be it **RESOLVED**, that the Township of South Whitehall of Lehigh County hereby requests a 2023 BJA Pennsylvania Department of Community and Economic Development Local Share Account-Lehigh/Northampton Counties grant in an amount not to exceed **\$100,000.00** to be used towards purchasing new body-worn cameras.

Be it **FURTHER RESOLVED**, that the Applicant does hereby designate Thomas R. Petrucci, Township Manager and Glen Dorney, Chief of Police, as the official(s) to execute all documents and agreements between the Township and the Bureau of Justice Assistance (BJA) of the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) and Justice & Security Strategies (JSS) to facilitate and assist in obtaining the requested Local Share Account grant.

Be it **FURTHER RESOLVED**, that the Applicant has committed **\$100,000.00** in matching local funds towards this project.

**DULY ADOPTED**, this 15<sup>th</sup> day of February, 2023 by a majority of the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, execute this Resolution on behalf of the Board.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

**ATTEST:**

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Diane Kelly, President

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Tricia Dickert, Secretary

**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2023-\_\_  
(Duly Adopted February 15, 2023)**

**A RESOLUTION APPOINTING \_\_\_\_\_ TO THE  
SOUTH WHITEHALL TOWNSHIP PARKS AND RECREATION BOARD**

**WHEREAS**, the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, are cognizant of a vacancy on the South Whitehall Township Parks and Recreation Board; and,

**WHEREAS**, \_\_\_\_\_ has acknowledged his/her willingness to serve as a member of the Parks and Recreation Board.

**NOW, THEREFORE, BE IT RESOLVED** that Name, Street Address, Allentown, Lehigh County, Pennsylvania, be appointed to the South Whitehall Township Parks and Recreation Board, said appointment terminating on February 15, 2027, or until a successor shall have been appointed.

**DULY ADOPTED** this 15<sup>th</sup> day of **February 2023**, by the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania, in lawful session duly assembled.

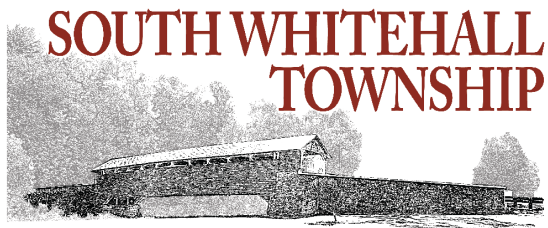
**SOUTH WHITEHALL TOWNSHIP  
BOARD OF COMMISSIONERS**

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

**ATTEST:**

\_\_\_\_\_  
Tricia Dickert, Twp. Secretary





**MEMORANDUM FOR  
AGENDA ITEMS**

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Tom Petrucci, Township Manager
<b>DATE:</b>	February 10, 2023
<b>SUBJECT:</b>	Motion to Authorize the Township Manager to Execute Professional Services Agreement in the amount of \$52,000.00 with A6A Associates, LLC for Public Safety Exercise (project is funded by a \$50,000.00 Commonwealth of Pennsylvania Community and Economic Assistance Program Grant)
<b>COPY TO:</b>	H. Bender; G. Dorney; T. Fehnel

- **Action Requested:**

Official action is requested to approve the following motion:

**Motion to Authorize the Township Manager to Execute a Professional Services Agreement in the amount of \$52,000.00 with A6A Associates, LLC for Public Safety Exercise (project is funded by a \$50,000.00 Commonwealth of Pennsylvania Community and Economic Assistance Program Grant).**

- **Background Information:**

As previously reported, South Whitehall Township has received **\$50,000.00** in grant funding through the Commonwealth Community and Economic Development Grant Program (CEAP) to support a public safety training exercise that is slated to occur in the Summer, 2023 timeframe.

I have drafted the enclosed Professional Services Agreement to encompass all grant contract requirements. I have also confirmed with the Commonwealth grant administrators that the Township need only meet its local procurement requirements for the award of the contract.

The total anticipated cost of the public safety exercise is projected to cost \$52,000.00 (split between the Parkland School District and the Township). As the grantee for this program, South Whitehall will need to administer the grant and serve as the lead agency.

The scope of work for this project includes the following:

*Event Planning*

The requirements of this phase of the project are summarized as follows:

1. A pre-event site meeting with key personnel will occur in the beginning of 2023 to assess the current state of South Whitehall and Parkland School District emergency response elements as they relate to the exercise scenario.
2. Concurrent meetings in the planning phase will be continuous until the culmination of the event. These subsequent meetings could be held virtually as necessary.
3. The event will follow Homeland Security Exercise Evaluation Program (HSEEP) guidelines for the planning phase (including Initial, Mid and Final) and implementation phase.
4. The proposal will include safety assessments of responding elements/resources, assessing the chosen school campus, with a focus on the chosen exercise areas, interviews with key response personnel, and a review of existing plans relevant to the exercise scenario.

### *Design and Implementation*

The project will include designing and developing all necessary materials for the exercise. This will include a participant read-ahead document that focuses on safety during the exercise and describes the event, gives background information to participants and explains the methodology used during the event. This will also include a Direction and Control Manual to facilitate/control the event. This book will contain the exercise narrative, master scenario events list (MSEL), all exercise injects, timeline and all administrative and logistical aspects relating to the exercise.

The scenario will be chosen and designed to focus on the issues critical to South Whitehall Township and all participating entities. An active shooter situation at a Parkland school campus is anticipated be the basis of the scenario. The issues surrounding this scenario will be determined during the planning and interview process, but are likely to include: notification and communications; command and control of emergency responders; school resource officer response; overall law enforcement response and operations (to include SWAT / MERT if desired); response task force operations; life safety and care of injured/impacted personnel planning process; and any other matters that arise during the course of the scenario demonstration.

The project will include the production of a separate safety plan and demand all participating personnel take part in pre-event safety briefings and weapons checks. Active shooter exercises involve high-intensity operations and safety cannot be emphasized enough. South Whitehall will provide assistance in ensuring all safety procedures are followed, including the assignment of a law enforcement element to conduct weapons checks.

### *Post-Exercise Assessment and Reporting*

The project will include a brief HSEEP-compliant after action report and an after action conference. Both the report and the conference are integral parts of the exercise process and they will assist in charting the “path forward” from the exercise.

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

Continuing Education (01415002-40460 - \$20,000- now to be offset by the grant funding)

Enclosure(s)



**PROFESSIONAL SERVICES AGREEMENT**

This **AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2023, between **SOUTH WHITEHALL TOWNSHIP**, a First Class Township with offices located at 4444 Walbert Avenue, Allentown, PA 18104 (hereinafter referred to as “Township”) and **A6A ASSOCIATES, LLC** having a principal office for business located at 175 Fern Dr, Canadensis, PA 18325 (hereinafter referred to as “Contractor”).

**WHEREAS**, Contractor has submitted a formal proposal entitled “Active Shooter Full-Scale Exercise” dated January 26, 2023 (hereinafter referred to as “Proposal”). A copy of the Proposal furnished by the Contractor is attached as Exhibit “A”, which documents are incorporated herein as though more fully set forth at length; and

**WHEREAS**, the Township sought and received approval of an application for a 2022 Community and Economic Assistance Program Grant in the amount of \$50,000.00 as memorialized in Grant Contract Number C000084333 (hereinafter referred to as “Grant Agreement”). The entire Grant Agreement between the Township and the Commonwealth of Pennsylvania (Grant Contract Number C000084333) is incorporated herein as though more fully set forth at length as Exhibit “B”; and

**WHEREAS**, the Scope of Work of the project includes all professional consulting services to include all activities and materials necessary to plan, design, develop, control and evaluate a full-scale exercise for South Whitehall Township and local supporting emergency responders, as well as Parkland School District personnel who have emergency roles and responsibilities. The project will include event planning, design and implementation of the event, the exercise itself, and post-exercise assessment and reporting; and

**WHEREAS**, the Township desires to engage the Contractor for professional consulting services to support to complete an Active Shooter Full-Scale Exercise in 2023; and

**WHEREAS**, Contractor is a professional company engaged in the business of professional support for security and emergency services; and

**WHEREAS**, Contractor desires to render these services as an independent contractor, subject to the terms and conditions of this Agreement; and

**WHEREAS**, by way of formal action taken at their February 15, 2023 regular meeting, which was duly advertised in accordance with the requirements of the Commonwealth of Pennsylvania Sunshine Act and the First Class Township Code, the South Whitehall Township Board of Commissioners, which is the governing body of the Township, authorized the Contractor to carry out the Scope of Services to be rendered in accordance with the terms of the Proposal of the Contractor (Exhibit “A”) and the Grant Agreement (Exhibit “B”) in which the total estimated amount budgeted for all professional services to be billed on a lump sum expense basis was fifty-two thousand dollars (\$52,000.00).

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and other good and valuable consideration hereinafter contained, the parties hereto, intending to be legally bound, agree as follows:

I. RECITALS

The recitals set forth above in the foregoing “Whereas” paragraphs shall be considered to provide substantive provisions of the Agreement and are incorporated herein by this reference.

## II. SCOPE OF SERVICES

A. The scope and nature of the services are as set forth in Exhibit “A” and Exhibit “B”, which documents are incorporated herein as though more fully set forth at length. Exhibit “A” consists of three (3) pages; Exhibit “B” consists of twenty-six (26) pages.

B. The Township and the Contractor mutually understand and agree that the nature of the Agreement is such that the Scope of Services related to the project as specifically defined within the Proposal (Exhibit “A”) and Grant Agreement (Exhibit “B”) and may need to be amended from time to time during the term of this Agreement and as per applicable Commonwealth of Pennsylvania and Township regulations, and the evolving needs of the Township upon the receipt of additional information related to the Project. Said amendments to the Project shall be approved by the Township and mutually agreed to by both the Township and the Contractor in accordance with Paragraph IV (Compensation).

## III. TERM

A. This Agreement shall become effective when executed by South Whitehall Township and all work shall be completed in accordance with Exhibit “A” and Exhibit “B” as they are specifically defined herein by Paragraph II (Scope of Services) by **November 30, 2023**, unless an extension of time is mutually agreed to by the Township and the Contractor.

## IV. COMPENSATION

A. The compensation will be based on a lump sum basis in accordance with the Proposal set forth in Exhibit “A”, with the amount of the Agreement not to exceed fifty-two thousand dollars (\$52,000.00) without the express approval of the Township for the 2023 activities. Invoices with supporting documentation will be submitted by the Contractor. The Township

shall pay the undisputed portion of Contractor's monthly invoice within thirty (30) days of the date of the invoice.

V. INDEPENDENT CONTRACTOR

A. Contractor is deemed an independent contractor and shall not, during the term of this Agreement, assign, subcontract, transfer or otherwise delegate all or any part of its obligations or responsibilities without prior written approval of South Whitehall Township. No relationship of employer-employee is intended nor created by this Agreement, it being understood that Contractor shall render services to Township on an independent contractor basis. Contractor is not entitled to any benefits from Township, including, but not limited to compensation (other than that set forth in Paragraph IV), Worker's Compensation, unemployment insurance or benefits, pension benefits, Social Security or disability benefits, and professional liability insurance and/or deductibles. Contractor expressly agrees and acknowledges that Township will deduct no employment taxes from any compensation paid to Contractor, and that Contractor will be responsible for the payment of all taxes whatsoever in connection with any compensation received from Township.

B. Full responsibility shall be assumed by the Contractor for the payment of all income tax deductions, including self-employment tax, and any other taxes or payroll deductions required by law for the Contractor or the Contractor's employees, if any, who are performing services under this Agreement.

C. Contractor further agrees and acknowledges that Contractor is not authorized under the terms of this Agreement to bind the Township in any contractual undertakings with any third

parties as a result of the within Agreement, and Contractor will not make any representation that it is capable of binding the Township.

## VI. COVENANTS, REPRESENTATIONS AND WARRANTIES

### A. Contractor covenants, represents and warrants:

1. That Contractor is an independent contractor;
2. That all services contained in the Agreement shall be performed by Contractor and shall not be subcontracted and assigned to any entity or individual without the prior express written approval of Township;
3. That Contractor is entering into the Agreement in the ordinary course of its business activities;
4. That Contractor agrees to comply with all federal, state and local laws and regulations relating to equal employment opportunities including, but not limited to Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act, as well as those relating to wages and working conditions. Contractor agrees to comply with the special provisions and regulations of Federal and State funding sources. Specifically, the Contractor understands and agrees to comply with the following special provisions and regulations of the Grant Agreement (Exhibit "B"):
  - a. The entire Grant Agreement for the Community and Economic Assistance Program Grant in the amount of \$50,000.00 (Grant Contract Number C000084333) is incorporated herein as though more fully set forth at

length as Exhibit “B”. Contractor shall comply with all grant provisions contained within the Grant Agreement.

- b. The Contractor also agrees to comply with all applicable state statutes and Regulations.
- c. Contractor shall be required to provide an executed copy of the enclosed Commonwealth Nondiscrimination/Sexual Harassment Clause form, which is incorporated herein as though more fully set forth at length as Exhibit “C”, to the Township.
- d. By signing this Agreement, Contractor certifies, in writing, that for itself and its subcontractors required to be disclosed or approved by the Township and Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- e. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- f. Pursuant to federal regulations promulgated under the authority of the



Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. §35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

- g. Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Contractor shall not knowingly employ or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.
- h. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Township and the Commonwealth.

- i. The Contractor and its subcontractors agree that in the performance of their obligations under this Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.
- j. The Contractor agrees to comply with the Commonwealth Contractor Integrity Provisions, which are incorporated herein as though more fully set forth at length as Exhibit "D".

5. That the standard of care for all professional services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of Contractor's profession.

#### VII. APPROPRIATION OF FUNDS

This Agreement is contingent upon the proper appropriation of funds by the South Whitehall Township Board of Commissioners. If the term of this contract exceeds the budget as approved and adopted by the Board of Commissioners, then that portion of this contract which exceeds the approved and adopted budget for this service shall be contingent upon further appropriation by the Board of Commissioners. In the event of non-appropriation of such funds at any time during the term of the contract as would prevent the Township from making payment under the terms and conditions of the contract, the Township may terminate the contract without the assessment of any termination charges or financial penalties against the Township, by providing written notice of intent to terminate to the Contractor. If the Township terminates this contract due to the non-appropriation of funds, the Township will pay the Contractor for work currently in progress, and Contractor shall not begin any additional work on the effected contract upon receipt of notification of intent to terminate by the Township.

VIII. RIGHT TO TERMINATE

A. The Township shall have the right to terminate this Agreement at any time with or without cause by giving at least ten (10) days written notice to the other party. The Township shall be liable only for payment due Contractor for goods and services rendered to the Township up to and including date of termination, and shall not be liable for any termination charges or financial penalties. Contractor shall not begin any additional work upon receipt of notification of intent to terminate by Township.

B. Contractor shall be responsible for all commitments as set forth in this Agreement up to and including the date of termination, and upon termination of this Agreement, Contractor shall forthwith deliver to the Township all documents and any other material in any way relating to the services provided to the Township by Contractor which may be in its possession.

IX. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

A. Contractor shall hold the Township and Commonwealth of Pennsylvania (hereinafter referred to as "Commonwealth") harmless from and indemnify the Commonwealth and Township against any and all claims, demands and actions based or arising out of any activities performed by the Commonwealth and Township and its employees and agents under this Contract; and shall defend any and all actions brought against the Township and Commonwealth based upon any such claims or demands. It is understood and agreed that the Contractor's standard liability insurance policies shall protect, or shall be endorsed to protect, the Township and Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Contractor or its employees or agents under this Contract, including business and non-business invitees, and their property and all other property sustaining damage

as a direct or in direct result of the execution of this project when validly present on Contractor's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Township and Commonwealth or of its agents or employees. Upon request, the Contractor shall furnish to the Township and Commonwealth proof of insurance as required by this paragraph.

B. The Contractor further agrees to indemnify, defend and hold harmless the Township, its officers, agents and employees from any and all losses, claims, costs or damages, including reasonable counsel fees, resulting from any:

1. Breach of contract by Contractor;

2. Professional error or omission, fault or negligence by the Contractor or by its employees, servants, agents, contacts, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of this agreement.

3. General public liability claims arising in connection with the business or activities of the Contractor in the performance of this Agreement.

B. The Contractor shall purchase and maintain, at its expense, during the term of this Agreement, the following types of insurance issued by companies acceptable to the Township:

a. Property Insurance.

b. Comprehensive General Liability: Contractor shall at all times shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and

Property Injury. This insurance shall include contractual liability coverage for the indemnity provided under the Contract.

- c. Automobile Liability Insurance: Contractor shall at all times carry Automobile Liability Insurance when transportation is involved in providing any service, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage for Contractor's vehicles, whether owned, hired or non-owned.
- d. Professional Liability/Errors and Omissions Insurance: Contractor and/or its Subcontractors shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" policy, the policy type and company shall be approved by the Township prior to commencement of the work.
- e. Extended Reporting Coverage ("Tail Coverage"): For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of this Contract for a duration of thirty-six (36) months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this Contract.

- f. Contractor shall provide workers' compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workers' compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Contract.
- g. Contractor shall provide both the Township and Commonwealth with separate Certificates of Insurance naming the Township and Commonwealth as Additional Insureds on the above-listed insurance policies.

X. CONFIDENTIAL INFORMATION

During the term of this Agreement, Contractor may have access to and may become acquainted with certain confidential information of the Township including but not limited to, business records, confidential financial information, names, addresses, social security ID number and other reports, memoranda or documents which are otherwise protected as privileged communications. All of the aforesaid information of the Township shall be considered "Confidential Information". Contractor acknowledges that the Confidential Information is protected, secret, not subject to public disclosure and confidential in nature and may have been disclosed to Contractor in confidence and trust for the sole purpose of enabling the Contractor to effectuate and facilitate Contractor's obligations under the terms of this Agreement. During and after the term of this Agreement, Contractor shall not divulge any of the Confidential Information to any person or entity, as disclosure of such may impair or affect public health, welfare and safety, and/or impugn the reputation and integrity of certain persons or entities.



XI. SEVERABILITY

If any provision of this Agreement is prohibited by, or is unlawful or unenforceable under the applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof; provided, however, that such prohibition in any jurisdiction shall not invalidate such provision in any other jurisdiction and provided further that where the provisions of any such applicable law may be waived, they are hereby waived by Contractor to the full extent provided by law to the end that this Agreement shall be deemed to be valid and binding agreement according to its terms.

XII. WAIVER

No waiver by Township of any breach of this Agreement shall constitute a continuing waiver or waiver of any subsequent breach either of the same or another provision of this Agreement or Addenda.

XIII. ENTIRE AGREEMENT/MODIFICATION

This Agreement constitutes the entire understanding between the parties, and no modification or amendment to the terms herein shall be valid unless in writing signed by the parties to be charged and only to the extent therein set forth.

XIV. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, and any action filed in connection with this Agreement shall be filed in the Court of Common Pleas of Lehigh County.

**WHEREFORE**, in witness of the covenants set forth within this Agreement and intending to be legally bound hereby, the Parties of their authorized representatives have affixed their signature(s) hereto.

**DATE:** \_\_\_\_\_

**ATTEST:**

**SOUTH WHITEHALL TOWNSHIP**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Thomas R. Petrucci, Township Manager

**DATE:** \_\_\_\_\_

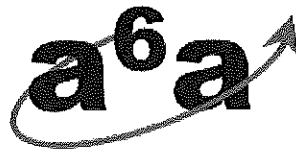
**ATTEST:**

**A6A ASSOCIATES, LLC**

\_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Adam Christmann

# EXHIBIT "A"



A6A Associates LLC

26 January 2023

**To: South Whitehall Township, Emergency Manager**

SUBJECT: Active Shooter Full-Scale Exercise

A6A Associates LLC. has implemented numerous projects over the past ten years for South Whitehall and entities within its jurisdictional borders (Dorney Park, Parkland School District, PPL, etc.). The current threat environment in the nation demands effective emergency response policies, procedures, personnel, equipment and training. A6A is pleased to be invited to assist in working to enhance preparedness in South Whitehall, which has an excellent reputation as a host to world class business, critical national infrastructure and safe and secure schools.

To that end, this proposal for South Whitehall is designed to challenge township and other local law enforcement and emergency response elements, evaluate their capabilities and thereby enhance capabilities in response to an active shooter or other large-scale hostile event. The proposal includes all activities and materials necessary to plan, design, develop, control and evaluate a full-scale exercise for South Whitehall and local supporting emergency responders, as well as Parkland School District personnel who have emergency roles and responsibilities. Also included in this effort is an analytical after action report based upon the observations noted during the exercise.

#### *Event Planning*

A6A's effort will begin with a planning meeting with the relevant South Whitehall project team and other key personnel in the autumn of 2022. A6A envisions a continuous planning phase beginning with project initiation and running until exercise implementation, in the summer of 2023. Following Homeland Security Exercise Evaluation Program (HSEEP) guidelines, this phase will consist of at least four planning meetings (concepts and objectives, Initial, Mid and Final), as well as all necessary calls, emails and administrative and logistical planning. Given the long-lead time and complexity of the anticipated exercise, A6A is prepared to support as many planning meetings as necessary to ensure success. A6A will facilitate the planning meetings and coordinate all planning activities.

### *Pre-Event Assessments*

A6A will conduct several activities to assess the current state of South Whitehall and Parkland School District emergency response elements as they relate to the exercise scenario. These activities may include safety assessments of responding elements, assessing the chosen school campus, with a focus on the chosen exercise areas, interviews with key response personnel, and a review of existing plans relevant to the exercise scenario.

### *Design and Implementation*

A6A's staff will design and develop all materials for the exercise. This will include a participant read-ahead document that focuses on safety during the exercise and describes the event, gives background information to participants and explains the methodology used during the event. The other main material element is the Direction and Control Manual used by A6A personnel to facilitate/control the event. This book contains the exercise narrative, master scenario events list (MSEL), all exercise injects, timeline and all administrative and logistical aspects relating to the exercise.

The scenario will be chosen and designed to focus on the issues critical to South Whitehall Township and all participating entities. An active shooter situation at a Parkland school campus is anticipated be the basis of the scenario. The issues surrounding this scenario will be determined during the planning and interview process, but are likely to include: notification and communications; command and control of emergency responders; school resource officer response; overall law enforcement response and operations (to include SWAT / MERT if desired); response task force operations; life safety and care of injured/impacted personnel. A6A is prepared to include additional scenario events and issue areas as determined during the planning process.

A6A will also produce a separate safety plan and demand all participating personnel take part in pre-event safety briefings and weapons checks. Active shooter exercises involve high-intensity operations and safety cannot be emphasized enough. A6A will not allow personnel who have not received safety briefings and weapons checks to take part in the exercise. This is the one area that A6A will have zero flexibility on. A6A anticipates South Whitehall will provide assistance in ensuring all safety procedures are followed, including the assignment of a law enforcement element to conduct weapons checks.

### *Post-Exercise Assessment and Reporting*

Following the exercise, A6A will produce a brief HSEEP-compliant after action report and an after action conference. Both the report and the conference are integral parts of the exercise process and they will assist in charting the "path forward" from the exercise.

## Qualifications

A6A's efforts on this project will be led by Adam Christmann. Mr. Christmann's technical focus is the design and execution of consequence management and security analytical services. For the past 20 years, Adam has executed programs for U.S. Federal, State and local government agencies, private entities and international clients focusing on prevention and management of complex disasters. These programs have included: training, exercises and analysis relating to hazardous materials incidents (chemical, biological and radiological), anti-terrorism, active shooter/SWAT tactical situations, public health response to contagious disease events and perception management/public affairs.

Adam holds a Master of Arts in International Security Policy and has conducted programs in twelve nations as well as forty-one U.S. States and territories. He is a recognized expert in Department of Homeland Security exercise methodologies. From 2003 to 2022, he provided technical and program management of four separate security and disaster response programs that conducted more than 3000 training events and exercises under contract to the U.S. Air Force.

Adam is very familiar with South Whitehall and the surrounding area, having undertaken more than a dozen several exercise and planning projects in the area between 2012 and 2022.

Adam will be the lead facilitator on this event and will be supported by various A6A employees and consultants with decades of law enforcement, emergency medical, and emergency management experience. Also on staff are other exercise designers, facilitators and evaluators with extensive experience. Resumes of support staff and any consultants utilized will be made available upon request.

## Project Scope and Pricing

A6A will use between five and eight personnel (depending upon the size of the event) to facilitate this event. Date and time of the exercise are subject to client specifications, but target date is early August 2023.

A6A's cost for the proposed project is \$52,000. A6A will invoice South Whitehall in phases that roughly align with the planning cycle, with the final invoice coming after the after action report has been submitted.

Please direct questions to Mr. Adam Christmann at (570) 460-4613 or [adam.christmann@a6a-associates.com](mailto:adam.christmann@a6a-associates.com)

Sincerely,



Adam Christmann



# EXHIBIT "B"

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT**

**COMMUNITY AND ECONOMIC ASSISTANCE PROGRAM GRANT CONTRACT**

This Contract is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Department of Community and Economic Development (the "Grantor"), and

**TOWNSHIP OF SOUTH WHITEHALL SOUTH WHITEHALL TOWNSHIP  
4444 Walbert Ave  
Allentown PA 18104-1619**

(the "Grantee").

**BACKGROUND:**

Section 3 of the Act of May 10, 1939 (P.L. 111, No. 51), known as the Commerce Law authorizes the Department of Community and Economic Development to undertake ways and means of promoting and encouraging the prosperous development of Pennsylvania business, industry and commerce, of expanding markets and promoting and developing new markets for Pennsylvania products, to encourage the location and development of new business, industry and commerce within the Commonwealth, to aid in restoring employment in communities affected by unemployment, and to assist persons, firms, associations, political subdivisions, corporations, cooperative associations and other organizations in the execution of its duties and functions under the Act; and

Section 670.101(n) of the Act of April 9, 1929 (P.L. 177), as amended, known as the Administrative Code of 1929, authorizes the Grantor to make direct grants or provide other forms of technical assistance to various public safety, recreation, senior citizens or other community service organizations; and

The General Assembly of the Commonwealth has appropriated funds to the Grantor to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I  
AMOUNT OF THE CONTRACT**

Subject to the terms of this Contract, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) AND NO CENTS ----- or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry

out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Contract shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

## **ARTICLE II EFFECTIVE DATES**

The term of this Contract shall commence on the Effective Date (as defined below) and shall end on **JUNE 30, 2024**, subject to the other provisions of this Contract.

The Effective Date shall be the date the fully executed Contract is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Contract is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

## **ARTICLE III PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES**

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Contract between **JANUARY 1, 2023** and **JUNE 30, 2024** (the "Contract Activity Period") as follows:

(1) Subject to the availability of state funds and other terms and conditions of this Contract, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Contract or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Contract and the Grantor may adjust payment to the Grantee accordingly.

(2) Initial payments to the Grantee to perform the activities under this Contract and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

- (3) Pennsylvania Electronic Payment Program
- (A) The Commonwealth will make payments to the Grantee through ACH. Within 10 days of the grant award, the Grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The Grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>
  - (B) The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the Grantee to properly apply the Grantor's payment to the respective invoice or program.
  - (C) It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

To receive reimbursement under this Contract, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

- (b) Conditions for Payment:
- (1) Grant payments under this Contract shall be conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Contract.
  - (2) Costs allocated to program administration shall be limited to those set forth in the project budget or as otherwise revised in accordance with the amendment provisions of this Contract set forth in the Article entitled Amendments and Modifications.
  - (3) Payment by the Commonwealth and all other terms of this Contract are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Contract.

(c) The Grantee shall charge to the project account all approved costs of the project. All such costs, including activities contributed by the Grantee or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

(d) Requirement to Invest Grant Funds:

The funds paid to the Grantee in accordance with this Contract shall be deposited by the Grantee in a bank or other financial institution in a separate and special expenditures account, to be maintained within its existing accounting system or set up independently; identifiable by reference to the Grantor, proposal name or contract number. Said account shall be insured by the FDIC.

Subject to applicable rules and regulations and to the provisions of this article, funds hereunder shall be continuously invested and reinvested and/or deposited and redeposited by the Grantee, in accordance with applicable state laws, with a view toward maximizing yield and minimizing the instances of uninvested funds.

Interest or any other income or accumulations earned on funds awarded pursuant to this Contract and totaling more than \$500.00 over the Contract Activity Period shall be repaid to the Grantor by means of a check made payable to the Commonwealth of Pennsylvania and submitted simultaneously with the Grantee's Project Audit or Closeout Report.

(e) Conditions for Repayment of Grant Funds:

(1) Misuse or Failure to Use Funds.

(A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Contract. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.

(B) If the Grantee does not use all or a portion of the funds paid under the terms of this Contract for purposes of and in accordance with this Contract, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.

(C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to

the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.

- (2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

In the event that the Grantee

- (i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Contract. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor.

#### **ARTICLE IV BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS**

- (a) Fidelity Bonding:

Unless otherwise authorized by the Grantor, the Grantee shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers and/or handle or control funds, checks, securities or property. If a check signing machine is used which is not operated under the direct supervision of the authorized signer or counter-signer, the machine operator shall be bonded in the same amount as the check-signer. The amount of the bond required shall be adequate to insure the security of all funds received under this Contract as determined by the Grantor and such bond must be maintained until the Contract is closed out by the Grantor.

- (b) Hold Harmless:

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Contract; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its



employees or agents under this Contract, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(c) Other Liability Requirements:

The Grantee shall provide workers' compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workers' compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Contract.

**ARTICLE V  
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

All activities authorized by this Contract shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Contract is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations.

(b) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- (3) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- (4) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (5) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- (6) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (7) The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or

more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- (8) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
  - (9) The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
  - (10) The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.
- (c) Compliance with the State Contractor Responsibility Program:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- (1) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth

or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

- (2) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (4) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (5) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (6) The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

(d) Compliance with the Offset Provision for Commonwealth Contracts:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other contract with the Commonwealth.

(e) Compliance with The Americans with Disabilities Act:

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

- (1) Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- (2) The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

(f) Reimbursement for Travel and Per Diem:

Reimbursement to the Grantee for any travel, lodging or meals under this Contract shall be at or below state rates, unless the Grantee has higher rates which have been approved by its officers/officials, and published prior to entering into contract negotiations with the Commonwealth. Documentation in support of travel and per diem will be the same as required of state employees. Higher rates must be supported by a copy of the minutes or other official documents, and submitted to the Grantor.

(g) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(h) Contractor Integrity Provisions:

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

(1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- (A) "Affiliate" means two or more entities where:
  - (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
  - (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
  - (iii) the entities have a common proprietor or general partner.
- (B) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- (C) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- (D) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- (E) "Financial Interest" means either:
  - (i) Ownership of more than a five percent interest in any business; or
  - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.



- (F) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - (G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (2) In furtherance of this policy, Contractor agrees to the following:
- (A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
  - (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

- (D) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (iii) had any business license or professional license suspended or revoked;
  - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (E) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (F) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (G) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

(H) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

(I) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

(i) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Contract, and
- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

(j) Right to Know Law Provisions

- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Department of Community and Economic Development.
- (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
  - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the

Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

- (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (8) Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or



remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

- (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

#### **ARTICLE VI ASSIGNMENT, TRANSFER, COLLATERAL USE**

This Contract shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

#### **ARTICLE VII INDEPENDENT CONTRACTOR**

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

#### **ARTICLE VIII INTEREST OF PARTIES AND OTHERS**

No officer, member, employee, independent contractor or elected official of the Commonwealth and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Contract or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Contract. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Contract.

The Grantee represents and warrants that no elected state official or any employee of the Grantor or a member of such elected state official's or the Grantor's employee's

immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Contract. Further, the Grantee represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Contract.

## **ARTICLE IX SUBCONTRACTS**

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Contract. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b). In addition, all subcontracts involving the pass through of Contract funds to subrecipients must include the audit requirements contained in the Article entitled Contract Audit and Closeout Requirements. The Grantee is responsible for ensuring that all required audits of subcontractors are performed, and for resolving any findings contained in the audit reports. All costs deemed unallowable in the subcontract audit report are required to be returned to the Grantor, through the Grantee.

## **ARTICLE X BIDDING REQUIREMENTS**

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Contract. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Contract and repayment of all or a portion of the funds available under this Contract. Upon written request and for good cause shown, the Grantor may, at the

Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

#### **ARTICLE XI RECORDS**

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Contract, and reflecting all matters and activities covered by this Contract.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Contract and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Contract by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

#### **ARTICLE XII PROGRESS REPORTS**

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information relative to the Contract as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Contract.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Contract until such time as the required reports are submitted.

#### **ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE**

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant  
from the Commonwealth of Pennsylvania,  
[insert name of Grantor]."

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Contract. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

#### **ARTICLE XIV CONTRACT AUDIT AND CLOSEOUT REQUIREMENTS**

This Contract is funded entirely with state funds. If the amount of the Contract is less than \$100,000.00 the Grantee is exempt from all audit requirements and should refer to the procedures issued by the Grantor for instructions on closeout of this Contract.

If the amount of the Contract is \$100,000.00 or more, a final audit of the entire Contract (Project Audit) is required by the Grantor within 180 days after the termination of project activities but no later than 180 days after the Contract termination date. This audit is the responsibility of the Grantee. Audits performed under the Single Audit Act of 1984 will not be accepted in lieu of a Project Audit required under this Contract.

The Project Audit must be performed by a certified public accountant. The Grantee is responsible for securing a qualified auditor, however, the Grantor reserves the right of selection or prior approval of the independent auditor to perform the audit. The Project Audit must be a financial audit conducted in accordance with the provisions of the U.S. General Accounting Office's Government Auditing Standards, current revision, and contain all the requirements detailed in the Grantor's "Procedures for Closeout of Contracts." Unless otherwise authorized by the Grantor, the audit must include those funds received under this Contract as well as any required private match funds and encompass the entire Contract Activity Period. Other grant periods may also be specified at the discretion of the Grantor and the Grantor reserves the right to designate additional compliance factors for state financial assistance programs.

The Grantor will determine any overpayment or underpayment and any additional auditing deemed necessary and inform the Grantee of the settlement amount.

The Grantee agrees that if the final audit of the Contract as accepted by the Grantor or any duly authorized representative discloses that the full amount of the Contract was not required to complete the project or that funds were improperly used, then the funds unused, improperly used or expended but not required to complete the project, shall be repaid to the Grantor with interest unless otherwise directed in writing by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform additional audits of a financial or performance nature if deemed necessary. Any such additional audit work will rely on work already performed by the Grantee's auditor, and the costs for any additional work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee.

All terms and conditions of this Contract will remain in effect and be binding upon the parties thereto until a final audit is submitted and accepted by the Grantor.

None of the above provisions under this article exempts the Grantee from maintaining records of state financial assistance programs or providing upon request, access to such records to the Grantor or its authorized representatives.

The submission of a Single Audit in accordance with the Single Audit Act and related Circulars does not exempt the Grantee from complying with all Project Audit and any closeout procedures as may be issued by the Grantor, including, but not limited to, the submission of a financial statement of the project after termination of project activities.

For additional information on audit and general closeout requirements, the Grantee should refer to the procedures for closeout of contracts issued by the Grantor.

#### **ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT**

Upon written notice and at any time during the period covered under this Contract, the Grantor may suspend payments and/or request suspension of all or any part of the Contract activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Contract is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Contract within a reasonable period of time.

This Contract is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Contract until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor will resume payments under this Contract.

## **ARTICLE XVI TERMINATION OF THE CONTRACT**

The Grantor may terminate this Contract at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

## **ARTICLE XVII ENTIRE AGREEMENT**

This Contract, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Contract shall be construed in any manner so as to create any rights in third parties not party to this Contract. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

## **ARTICLE XVIII AMENDMENTS AND MODIFICATIONS**

A properly executed Contract amendment is required to change the termination date of this Contract, to change the Contract Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Contract. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Contract.

## **ARTICLE XIX SEVERABILITY**

Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Contract.



**ARTICLE XX  
CONSTRUCTION**

This Contract shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Contract are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

**ARTICLE XXI  
NONWAIVER OF REMEDIES**

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Contract in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Contract or as having in any way or manner modified or waived the same.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

TOWNSHIP OF SOUTH WHITEHALL  
SOUTH WHITEHALL TOWNSHIP

Vendor Number 138792



Commonwealth of Pennsylvania  
Acting through the  
Department of Community and  
Economic Development

GRANTEE: Please sign & complete at "X's" only



X By [Signature Affixed Electronically – see last page]

X Title [Affixed Electronically – see last page]

X Date [Affixed Electronically – see last page]

[Signature Affixed Electronically – see last page] \_\_\_\_\_  
Secretary/Deputy Secretary Date

X By [Signature Affixed Electronically – see last page]

X Title [Affixed Electronically – see last page]

X Date [Affixed Electronically – see last page]

Approved:

I hereby certify that funds in the amount of  
**\$50,000** are available under Appropriations  
Symbol:

1118300000 2481001000 6600400 2022 - \$50,000

Program GRANT  
Contract # C000084333

For Commonwealth signatures only



Approved as to Legality and Form

[Signature Affixed Electronically – see last page] \_\_\_\_\_  
Office of Chief Counsel Date

Preapproved Form # 4-FA-4.0 \_\_\_\_\_  
Office of General Counsel Date

Preapproved Form # 4-FA-4.0 \_\_\_\_\_  
Office of Attorney General Date

Comptroller approved as to fiscal responsibility,  
budgetary appropriateness and availability of  
funds:

[Signature Affixed Electronically – see last page] \_\_\_\_\_  
Comptroller Date

**Township Of South Whitehall South Whitehall Township's** project will include all activities and materials necessary to plan, design, develop, control and evaluate a full-scale public safety active shooter exercise for South Whitehall Township and local supporting emergency responders, as well as Parkland School District personnel who have emergency roles and responsibilities. We also anticipate involvement with other municipal entities (including the City of Allentown, Whitehall, North Whitehall, and Upper Macungie Township). The project will also include an analytical after-action report based upon the observations noted during the exercise.

The project will include developing all necessary materials for the exercise. The scenario will be designed to focus on issues critical to South Whitehall Township and participating entities. An active shooter situation at a Parkland school campus is anticipated be the basis of the scenario. The issues surrounding this scenario will be determined during the planning and interview process, but are likely to include: notification and communications; command and control of emergency responders; school resource officer response; overall law enforcement response and operations; response task force operations; life safety and care of injured/impacted personnel planning process; and any other matters that arise during the course of the scenario demonstration. The project will include the production of a separate safety plan and demand all participating personnel take part in pre-event safety briefings and weapons checks. The project will include a brief HSEEP-compliant after action report.

South Whitehall Township will engage a qualified consulting firm to oversee all phases of the project: Event Planning; Design and Implementation; Post-Exercise Assessment and Reporting. The selected firm will have a technical focus in the design and execution of consequence management and security analytical services.

Event Planning: A pre-event site meeting with key personnel will occur in the beginning of 2023 to assess the current state of South Whitehall and Parkland School District emergency response elements as they relate to the exercise scenario. Concurrent meetings in the planning phase will be continuous until the culmination of the event (anticipated to be in August of 2023).

Design and Implementation: The project will include designing and developing all necessary materials for the exercise. This will also include a Direction and Control Manual to facilitate/control the event. This book will contain the exercise narrative, master scenario events list (MSEL), all exercise injects, timeline and all administrative and logistical aspects relating to the exercise. This deliverable is anticipated to be completed on or before August of 2023.

Post-Exercise Assessment and Reporting: The project will include a brief HSEEP-compliant after action report and an after action conference.

	Community	Total
<b>Related Costs - Collapse</b>	\$50,000.00	
Professional Services/Consultants <span style="float: right;">Remove</span>	\$50,000.00	\$50,000.00
<b>Total</b>	\$50,000.00	
	<b>Budget Total:</b>	\$50,000.00

# EXHIBIT "C"

## COMMONWEALTH OF PENNSYLVANIA NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of this contract, Contractor agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or

in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Grantee’s and each subgrantee’s, contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

**Acknowledgement:**

Signature: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_ (Please Print)

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



## EXHIBIT “D”

(h) Contractor Integrity Provisions:

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

(1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- (A) "Affiliate" means two or more entities where:
  - (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
  - (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
  - (iii) the entities have a common proprietor or general partner.
- (B) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- (C) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- (D) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- (E) "Financial Interest" means either:
  - (i) Ownership of more than a five percent interest in any business; or
  - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

- (F) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - (G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (2) In furtherance of this policy, Contractor agrees to the following:
- (A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
  - (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

- (D) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (iii) had any business license or professional license suspended or revoked;
  - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (E) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (F) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (G) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

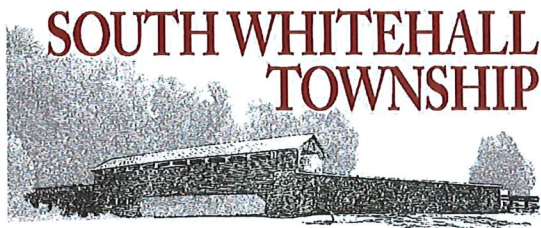
(H) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

(I) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

(i) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.





**MEMORANDUM FOR  
AGENDA ITEMS**

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Herb Bender
<b>DATE:</b>	February 6, 2023
<b>SUBJECT:</b>	Water Station New Doors (Cedarbrook and Whitehall & Huckleberry)
<b>COPY TO:</b>	T. Petrucci, T. Dickert, M. Elias

- **Background Information and/or Justification of Expense:**  
Public Works is respectfully asking for motion to approve the purchase of new doors and Cedarbrook water station and Whitehall & Huckleberry water station. The double door and single door at Cedarbrook water station cost will be \$7,348.60 this was budgeted for in 2023 for \$10,000. Whitehall & Huckleberry double door and single door will cost \$7,348.60 this was budgeted in 2023 for \$25,000 leaving a balance of \$17,651.40 for steel repair work that will be done later in the year.
- **Action Requested:**  
Motion by the Board Of Commissioners to proceed with Builder Door.
- **Budget Line Item (if applicable):**  
Water Facilities Capital – \$35,000 was budgeted in 2023 (06431003/40740)



1414 E Columbia St  
Allentown, PA 18109  
Tel: (610) 821-4047 Fax: (610) 821-7805

# Quote

Quote # : 405390  
Quote Date : Feb 3, 2023  
Expiration Date : Mar 20, 2023

Customer:  
South Whitehall Township  
Public Works Department, 4444 Walbert Avenue  
Allentown, PA 18104

Ship To:  
South Whitehall Township  
Public Works Department  
4444 Walbert Avenue  
Allentown, PA 18104  
Attn: Herb Bender -610-398-0407  
Tel: (610) 398-0401 Fax: (610) 398-1068

Account Code : 2412  
Terms : Net30  
Customer Job # :  
Salesperson : Scott Gable  
Order Name : Cedarbrook Water Station  
Purchase Order # :  
Shipped Via :

**COSTARS CONTRACT NUMBER 008-E22-1002**

**Qty Product Description**

- 1 SR 16 A60 312 DBL 6070 T2 RHRA (45R(2); A09\_EO4D-(2); H1A)  
GALVANIZED STEEL FRAME
- 8 TB-906 3/8" x 5-1/4" Nylon Frame Fixing Anchor T-40 Drive
- 1 HMD LP 18 A60 3070 F 1 3/4 RHR (45R; A03\_STR; C1; PM2; STC)  
GALVANIZED STEEL DOOR
- 1 HMD LP 18 A60 3070 F 1 3/4 LHR (45R; A03\_CH; C1; MF3\_FB12; SLA\_WA; STC)  
GALVANIZED STEEL DOOR
- 6 Hinges MPB91 4 1/2 X 4 1/2 NRP 32D (PI)
- 1 Exit Device 6130ED-L5 RHR 630 (PI)
- 1 Exit Device Trim AU656F RHR 626 (PI)
- 1 Mortise Cylinder 7265 1 5/8" 1 KA2 SC 26D
- 1 Door Closer 5821T 689 (PI)
- 2 Extension Flush Bolt 555 US26D (PI)
- 2 Gasketing D608 A 36"
- 1 Gasketing 160 V 1 x 72" 2 x 84"
- 1 SR 16 A60 312 SGL 3070 T2 RHR (45R; A09\_EO4D-(2); H1; R)  
GALVANIZED STEEL FRAME
- 8 TB-906 3/8" x 5-1/4" Nylon Frame Fixing Anchor T-40 Drive
- 1 UP 18-GL4 3070-HMD F STY 1 3/4 BW (C1; PR1; STC)  
GALVANIZED STEEL DOOR
- 3 Hinges MPB91 4 1/2 X 4 1/2 NRP 32D (PI)
- 1 Exit Device QED311 689 (PI)
- 1 Exit Trim QET377 L LC 689 (PI)
- 1 SFIC Rim Cyl Housing 6/7 Pin R28207 9 26D
- 1 Door Closer 5821T 689 (PI)
- 1 Gasketing D608 A 36"



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## Quote

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Allentown, PA 18104

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South Whitehall Township  
Public Works Department  
4444 Walbert Avenue  
Allentown, PA 18104  
Attn: Herb Bender -610-398-0407  
Tel: (610) 398-0401 Fax: (610) 398-1068

Account Code : 2412  
Terms : Net30  
Customer Job # :  
Salesperson : Scott Gable  
Order Name : Cedarbrook Water Station

Purchase Order # :  
Shipped Via :

**Qty Product Description**

1 Gasketing 160 V 1 x 36" 2 x 84"

**Description**

install steel frames, steel doors and finish hardware

**Price**

Pre-Tax Total : 7,060.00  
PA - PA State Sales Tax : 288.60  
**Quote Total : 7,348.60**



1414 E Columbia St  
Allentown, PA 18109  
Tel: (610) 821-4047 Fax: (610) 821-7805

# Quote

Quote # : 405389  
Quote Date : Feb 3, 2023  
Expiration Date : Mar 20, 2023

Customer:  
South Whitehall Township  
Public Works Department, 4444 Walbert Avenue  
Allentown, PA 18104

Ship To:  
South Whitehall Township  
Public Works Department  
4444 Walbert Avenue  
Allentown, PA 18104  
Attn: Herb Bender -610-398-0407  
Tel: (610) 398-0401 Fax: (610) 398-1068

Account Code : 2412  
Terms : Net30  
Customer Job # :  
Salesperson : Scott Gable  
Order Name : Whitehall Water Station  
Purchase Order # :  
Shipped Via :

COSTARS CONTRACT NUMBER 008-E22-1002

**Qty Product Description**

- 1 SR 16 A60 312 DBL 6070 T2 RHRA (45R(2); A09\_EO4D-(2); H1A)  
GALVANIZED STEEL FRAME
- 8 TB-906 3/8" x 5-1/4" Nylon Frame Fixing Anchor T-40 Drive
- 1 HMD LP 18 A60 3070 F 1 3/4 RHR (45R; A03\_STR; C1; PM2; STC)  
GALVANIZED STEEL DOOR
- 1 HMD LP 18 A60 3070 F 1 3/4 LHR (45R; A03\_CH; C1; MF3\_FB12; SLA\_WA; STC)  
GALVANIZED STEEL DOOR
- 6 Hinges MPB91 4 1/2 X 4 1/2 NRP 32D (PI)
- 1 Exit Device 6130ED-L5 RHR 630 (PI)
- 1 Exit Device Trim AU656F RHR 626 (PI)
- 1 Mortise Cylinder 7265 1 5/8" 1 KA2 SC 26D
- 1 Door Closer 5821T 689 (PI)
- 2 Extension Flush Bolt 555 US26D (PI)
- 2 Gasketing D608 A 36"
- 1 Gasketing 160 V 1 x 72" 2 x 84"
- 1 SR 16 A60 312 SGL 3070 T2 RHR (45R; A09\_EO4D-(2); H1; R)  
GALVANIZED STEEL FRAME
- 8 TB-906 3/8" x 5-1/4" Nylon Frame Fixing Anchor T-40 Drive
- 1 UP 18-GL4 3070-HMD F STY 1 3/4 BW (C1; PR1; STC)  
GALVANIZED STEEL DOOR
- 3 Hinges MPB91 4 1/2 X 4 1/2 NRP 32D (PI)
- 1 Exit Device QED311 689 (PI)
- 1 Exit Trim QET377 L LC 689 (PI)
- 1 SFIC Rim Cyl Housing 6/7 Pin R28207 9 26D
- 1 Door Closer 5821T 689 (PI)
- 1 Gasketing D608 A 36"



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Attn: Herb Bender -610-398-0407  
Tel: (610) 398-0401 Fax: (610) 398-1068

Account Code : 2412  
Terms : Net30  
Customer Job # :  
Salesperson : Scott Gable  
Order Name : Whitehall Water Station

Purchase Order # :  
Shipped Via :

**Qty** **Product Description**  
1 Gasketing 160 V 1 x 36" 2 x 84"

**Description** **Price**  
install steel frames, steel doors and finish hardware

Pre-Tax Total : 7,060.00  
PA - PA State Sales Tax : 288.60  
**Quote Total : 7,348.60**



**BID Document**

**COSTARS-8 Maintenance, Repair, & Operation Equipment & Supplies ("MRO")**

**BIDDER/CONTRACTOR DATA**

<b>BIDDER/CONTRACTOR'S LEGAL NAME:</b>	BUILDERS DOOR AND HARDWARE INC
Bidder Address:	1414 E COLUMBIA ST
	ALLENTOWN, PA 18109-1589
County Located In:	Lehigh
Vendor Number	127719
DGS Self-Certified Small Business (SB)	Other
Primary POC regarding IFB/Contract:	CHARLES RICHARD
Secondary POC regarding IFB/Contract:	
Phone Number:	610-821-4047
Fax Number:	610-821-7805
Email Address:	C.RICHARD@BUILDERSDOOR.ORG
Company's General Website Address:	

<b>SEND PURCHASE ORDER(S) TO NAME:</b>	BUILDERS DOOR AND HARDWARE INC
D/B/A Name, If Applicable	
Bidder Address:	1414 E Columbia St
	Allentown, PA 18109
County Located In:	Lehigh
Hours of Operation:	7AM to 4PM, Monday thru Friday
POC regarding Purchase Order(s):	Chuck Richard, AHC
Phone Number:	610-821-4047
Fax Number:	610-821-7805
Email Address:	c.richard@buildersdoor.org



**BID Document**

**COSTARS-8 Maintenance, Repair, & Operation Equipment & Supplies ("MRO")**

<b>SEND PAYMENT(S) TO NAME:</b>	BUILDERS DOOR AND HARDWARE INC
D/B/A Name, If Applicable	
Bidder Address:	1414 E Columbia St
	Allentown, PA 18109
POC regarding Payment(s):	Ryan Richard
Phone Number:	610-821-4047
Fax Number:	610-821-7805
Email Address:	r.richard@buildersdoor.org

**BID Document**

**COSTARS-8 Maintenance, Repair, & Operation Equipment & Supplies ("MRO")**

**QUESTIONS**

BIDDER/CONTRACTOR'S LEGAL NAME: BUILDERS DOOR AND HARDWARE INC

Question	Yes	No	Explanation
1) Does the Bidder-Contractor have any minimum order requirements? If yes, please explain.	X		As per Assa Abloy published minimums
2) Is the Bidder-Contractor quoting shipping costs as a separate line item?		X	
3) Is the Bidder-Contractor including shipping costs in its pricing? If not applicable, select No.	X		
4) Does the Bidder-Contractor offer any pricing incentive (s) such as for Internet ordering? If yes, please explain.		X	
5) Does the Bidder-Contractor offer any prompt payment discount(s)? If yes, please explain.		X	
6) Does the Bidder-Contractor accept credit card(s) as a method of payment from any Purchaser? If yes, please specify the particular type(s) of card(s) accepted.	X		Visa, Mastercard, AMEX
7) Does the Bidder-Contractor charge any fee(s) to the Purchaser for payment(s) made by credit card? If yes, please explain. If not applicable, select No.	X		3.5%
8) Does the Bidder-Contractor charge any late fee(s) to the Purchaser for payment not made in accordance with the Terms and Conditions? If yes, please explain.		X	
9) After notification of contract award, is the Bidder-Contractor willing to further negotiate pricing with COSTARS member?	X		
10) Is the Bidder-Contractor going to provide a dedicated COSTARS website for Purchasers (see the Standard Terms and Conditions)? If yes, and if known, please provide URL address.		X	

**BID Document**

**COSTARS-8 Maintenance, Repair, & Operation Equipment & Supplies ("MRO")**

**SERVICE AREA**

BIDDER/CONTRACTOR'S LEGAL NAME: BUILDERS DOOR AND HARDWARE INC

Berks  
Lehigh  
Montgomery

Bucks  
Luzerne  
Northampton

Chester  
Monroe  
York

**BID Document**

**COSTARS-8 Maintenance, Repair, & Operation Equipment & Supplies ("MRO")**

BIDDER/CONTRACTOR'S LEGAL NAME: BUILDERS DOOR AND HARDWARE INC

<b>Ancillary Service</b>	<b>Pricing</b>	<b>Additional Detailed Pricing</b>
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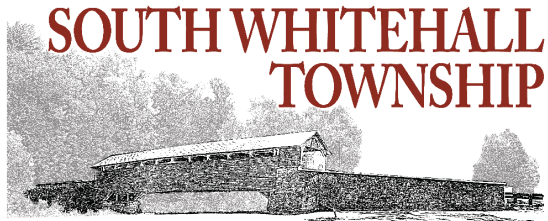
**BID Document**

**COSTARS-8 Maintenance, Repair, & Operation Equipment & Supplies ("MRO")**

<b>Manufacturer</b>		File Location
ASSA Abloy		
<b>Category</b>		Building Supplies & Materials
		General Hardware
<b>Catalog or Manufacture's/Distributors Most Recently Published List Less % of Discount</b>		50.00 %
<b>Custom List For Services</b>		
<b>Volume Pricing</b>		Reviewed per contract
<b>Catalog or Price List Name</b>		Assa Abloy Current List Pricing
<b>Class of Purchaser</b>		All
<b>State/Country of Manufacture</b>		CONNECTICUT
<b>Notes</b>		







**INTEROFFICE MEMORANDUM**

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**To:** Board of Commissioners  
**FROM:** Herb Bender, Public Works Manager  
**DATE:** February 6, 2023  
**SUBJECT:** Roadway Milling Project #2023-01

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South Whitehall Township Public Works Department is respectfully requesting permission to advertise a 2023 Roadway Milling bid.

Attached to this memo is the complete bid specification for your reference. Outlined on pages 14-17 in the technical specifications, are the roads which we're requesting to have milled. The Township will resurface these areas with Public Works employees.

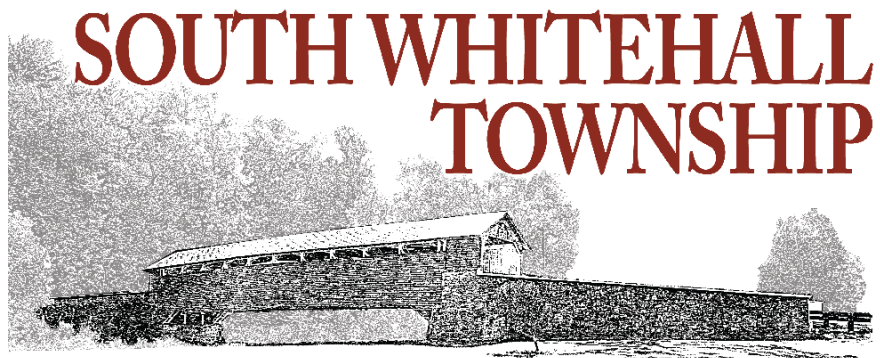
Capital funds out of liquid fuels have been approved in the 2023 budget on line 35430003/40610 for \$205,000.00.

## **CLIFFORD PARK ANNEX**

17th St	(Roth Ave to Dead End)
Jonathan St	(17th to Roth Ave)
Fairmont St	(Township Line to Roth Ave)
Woodlawn St	(Township Line to Roth Ave)
Pennsylvania St	(Township Line to Roth Ave)
Congress St.	(Township Line to Roth Ave)
18th St	(Fairmont to Dead End)
18th St	(Dead End to Hellen)

## **WOODLAWN MANOR**

Grove St	(21st to Dead End)
Leh St	(Stanley to Hellen)
Hellen St	(22nd to 26th)
Russel St	(25th to 26th)
Columbia St	(29th to Whitehall)
Muhlenberg St	(Walbert Ave to Columbia)
Stanley St	(Muhlenberg to 26th)
24th St	(Whitehall to Walbert Ave)
25th St	(Columbia to Walbert Ave)
26th St	(Walbert Ave to Dead End)
27th St	(Columbia to Walbert Ave)
28th St	(Walbert Ave to Russel)
Custer St	(27th to 28th)



INVITATION TO BID #2023-01  
FOR  
**ROADWAY ASPHALT MILLING**  
SOUTH WHITEHALL TOWNSHIP

February 15, 2023

**Due Date: Wednesday, March 9, 2023**  
**Time: 10:00 A.M., Local Time**

DONNA ZACKERU  
PURCHASING AGENT  
SOUTH WHITEHALL TOWNSHIP  
4444 WALBERT AVENUE  
ALLENTOWN, PA 18104-1699  
PHONE: 610-398-0401 Ext. 227

## NOTICE TO BIDDERS

South Whitehall Township is soliciting bids for the following:

### **BID #2023-01: Road Asphalt Milling**

A mandatory pre-bid meeting shall take place at 9:00 a.m. on March 2, 2023, at the South Whitehall Township Municipal Building, 4444 Walbert Ave, Allentown, PA 18104. This meeting is mandatory for a bid to be considered.

Sealed online bids will be accepted via the PennBid Program until 10:00 a.m., local time, on March 9, 2023.

On March 9, 2023, at 10:00 a.m., South Whitehall Township will receive the sealed bids and open them online, with results being made public via PennBid. Online sealed bids shall be submitted by way of the PennBid Program. Paper bids will not be accepted. All documents and solicitation details are available online at no cost except to successful bidder at PennBid – [www.pennbid.net](http://www.pennbid.net).

Bids must be accompanied by a certified check or bid bond, with a corporate surety authorized to do business in Pennsylvania in accordance with the project specifications in the amount of ten percent (10%) of the total bid amount. Payment and Performance Bonds in the amount of 100% of the contract shall be furnished by the successful bidder as detailed in the Instructions to Bidders. All Bids shall be effective for sixty (60) calendar days from the date of the Bid opening.

This project is subject to Pennsylvania Prevailing Wage Act and the prevailing wage rates are incorporated in the bid documents. Attention is called to the fact that no less than the minimum salaries and wages set forth in the Contract Documents must be paid, and that the employees are not discriminated against because of their race, color, religion, sex, or national origin.

Any questions related to this bid solicitation should be submitted using the “QUESTIONS” feature within PennBid no later than five (5) days prior to the bid opening.

South Whitehall Township reserves the right to reject any and all bids, and to accept either in whole or in part, any one bid or combination of bids and to accept the bid which it determines in its best interests. The Township also reserves the right to waive or permit the curing of any informalities or irregularities in a bid as permitted by law.

Donna Zackeru  
Purchasing Agent

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FORMS ATTACHED:

1. Bid Proposal Form
2. Steel Products Act Exemption Request Form (Not Applicable)
3. Bid Bond Form
4. Performance Bond Form
5. Bidder Qualification Form
6. Non-Collusion Affidavit
7. Public Works Employment Verification Form
8. Non-Discrimination Agreement Form
9. Prevailing Wage Act Contract Requirements
10. Prevailing Wage Rates Attachment
11. Submission Checklist Form



## **SECTION 1: BIDDER INSTRUCTIONS**

### **1. DEFINED TERMS.**

1.1. “Invitation to Bid Package” includes the following:

- (a) Notice to Bidders
- (b) Bidder Instructions
- (c) General Terms and Conditions
- (d) Scope of Work & Specifications
- (e) Bid Proposal Form
- (f) Steel Products Act Exception Request Form
- (g) Bid Bond Form
- (h) Performance Bond Form
- (i) Bidder Qualification Form
- (j) Non-Collusion Affidavit
- (k) Public Works Employment Verification Form
- (l) Non-Discrimination Agreement Form
- (m) Submission Checklist Form
- (n) Prevailing Wage Act Contract Requirements
- (o) Prevailing Wage Rates

1.2. “Bid Forms” shall mean the forms included in the Invitation to Bid Package to be completed by the Bidder.

1.3. "Bidder" means a person or company who responds to the Invitation to Bids.

1.4. “Township” shall mean the Township of South Whitehall, Lehigh County, Pennsylvania.

1.5. “Successful Bidder” shall mean the lowest, qualified, responsible, and responsive Bidder to whom the Township, on the basis of the Township’s evaluation as hereinafter provided, makes an award.

1.6. “Contractor” shall mean a Successful Bidder who is awarded the contract with the Township and timely submits the required performance bond and any other required items pursuant to the terms and conditions set forth herein.

1.7. “Contract” is the Contract included herein that is to be executed by the Successful Bidder upon notification by the Township of an award of contract.

### **2. BID FORMS.**

2.1. All bids shall be made upon the Bid Forms provided with this Invitation to Bid Package. All blank spaces in the Bid Forms shall be clearly printed or typed in a legible manner. The Bid Forms must be signed in ink in all spaces in which signatures are required.

2.2. The Bid Forms shall be neither re-typed.

2.3. Bidders must complete all Bidder Forms as listed on the Bidder Checklist Form.

3. **MANDATORY PRE-BID CONFERENCE AND/OR SITE VISIT.** A mandatory pre-bid meeting is scheduled at 9:00 a.m. for March 2, 2023, and is required, prior to submitting a bid. This meeting will take place at the Township Municipal Building, 4444 Walbert Ave, Allentown, PA 18104. All attendees must follow Covid-19 guidelines. The purpose of the meeting is to review the project area with a Township representative to ensure that the conditions relevant to price and quantity are considered when formulating a bid. Bids submitted by Bidders that did not attend the pre bid meeting will not be considered. All pre-bid meeting attendees must follow CDC Covid-19 guidelines.

4. **SUBMISSION DATE.** A complete Bid package must be submitted online via PennBid – [www.ebidexchange.com/pennbid](http://www.ebidexchange.com/pennbid) on or before March 9, 2023, by 10:00 a.m. local time. Bidders will not have the ability to submit bids beyond this date and time.

5. **OPENING OF BIDS.** Bids will be opened on March 9, 2023 at 10:00 a.m. local time through the PennBid online site at [www.ebidexchange.com/pennbid](http://www.ebidexchange.com/pennbid). All bid results will be made public at the time of opening.

6. **BID SECURITY/BID BOND.**

6.1. Bids shall be accompanied by certified check, or by a bid bond with corporate surety from a company authorized and registered to do business in the Commonwealth of Pennsylvania, made payable to South Whitehall Township, in the amount of ten percent (10%) of the total amount bid (“Bid Security”). Bidder shall use the Bid Bond form included in this Invitation to Bid. Corporate surety shall be authorized and licensed to do business in the Commonwealth of Pennsylvania by the Pennsylvania Department of Insurance, shall have a current financial rating of “A-“ or better by the A.M. Best Co. Rating Services or equivalent financial rating by Moody’s Investor Services or Standard & Poor’s.

6.2. The bid security of the Successful Bidder will be retained by the Township until Bidder has executed the Contract, furnished the required performance bond and any other bonds required by this Invitation to Bid, and met any other conditions of this Invitation to Bid relative to execution of the Contract, whereupon the Bid Security will be returned.

6.3. In the event that, within fifteen (15) days after the date of a Notice of Award, the Successful Bidder fails to execute and deliver the Contract, fails to furnish the required Performance Bond or any other bonds required by this Invitation to Bid and/or fails to meet any other conditions of this Invitation to Bid relative to the execution of the Contract, the Bid Security of the Successful Bidder who defaults as aforesaid (“Defaulted Successful Bidder”) shall be forfeited as liquidated damages to the Township and the Township has the right to select the next lowest, qualified, responsible and responsive Bidder. Defaulted Successful Bidder shall also be liable to Township for the difference in cost between the Defaulted Successful Bidder’s price and the actual price paid to the next Successful Bidder who, within fifteen (15) days after the date of a Notice of Award, executes and delivers the Contract, furnishes the required

Performance Bond and any other bonds required by this Invitation to Bid, and meets any other condition of this Invitation to Bid relative to execution of the Contract. The cost difference shall be paid by the Defaulted Successful Bidder to the Township within thirty (30) days after written notice is given by the Township to the Defaulted Successful Bidder.

**7. REQUEST FOR CLARIFICATION OR MODIFICATION** Any requests for clarifications or modification concerning the requirements and conditions set forth in this Invitation to Bid must be made in writing and submitted to the Purchasing Agent, online via PennBid, [www.ebidexchange.com/PennBid](http://www.ebidexchange.com/PennBid) and by using the “questions tab” supplied by PennBid. Responses to such requests will be provided to ALL Bidders in addition to the Bidder making the request and will be posted on the PennBid site. Such response shall not constitute an Addendum unless issued with the title “Addendum”. Any requests for clarification or modification by a Bidder must be submitted at least five (5) business days prior to the bid submission date. Bidders will be unable to submit questions and/or clarifications after the submittal deadline.

**8. EXCEPTIONS.**

8.1. Any exceptions to terms, conditions, or other requirements in any part of this Invitation to Bid must be clearly pointed out in the Bid Proposal Form. Otherwise, the Township will consider that all items offered are in strict compliance with this Invitation to Bid, and the Successful Bidder will be responsible for compliance.

8.2. The Township reserves the right to disqualify a bidder who takes exceptions to the terms, conditions, or other requirements. However, exceptions may be accepted by the Township if it finds that acceptance of such exceptions are in the best interests of the Township.

**9. BID WITHDRAWAL.**

9.1. At any time up to the hour and date set for opening of bids, a Bidder may withdraw its bid. Such withdrawal must be prompted by the bidder on the PennBid website using the “withdraw button”.

9.2. After the scheduled time for opening the bids, no Bidder will be permitted to withdraw its bid, and each Bidder hereby agrees that its bid shall remain firm until accepted or rejected. A bid made and opened may be withdrawn with the written permission of the Township if, in the Township’s opinion, the bid is inconsistent with the best interest of the Township.

**10. CONTRACT AWARD AND EXECUTION.**

10.1. It is the desire of the Township to award a contract to a Successful Bidder within thirty (30) days from the date of opening the bids.

10.2. The Successful Bidder will receive written notice of the award of contract from the Township along with two copies of the Contract and any related bond forms. The Successful Bidder shall return the two fully executed Contracts, most recent W-9, and Bond form(s), along with insurance certificates, policies, and binders as may be required, and any other requested items within fifteen (15) days after the date of the Notice of Award. Failure to furnish said documents to the Township within the time prescribed shall be considered a breach.

10.3. Contract shall terminate when all work is completed and acceptable to South Whitehall Township Public Works Manager.

## **11. QUALIFICATIONS.**

11.1. A Successful Bidder must possess the capability to fully perform the Contract requirements in all respects including possessing the necessary facilities, experience, organization, financial capacity, integrity, and reliability to fulfill the conditions of the Contract and its terms and specifications.

11.2. Bidders must be PennDOT prequalified as specified in section 102.01 of Publication 408-20.

11.3. Any Bidders under suspension or debarment by the Commonwealth, any other state, or the Federal government, or those that have been suspended or debarred within the past three (3) years, are not eligible for an award of Contract. Bidders shall not contract with or employ any subcontractors, suppliers, or individuals that are currently under suspension or debarment by the Commonwealth or any other state.

11.4. Bidder shall provide, as part of its bid, the information requested in the Bidder Qualification Form which is included in this Invitation to Bid. Pursuant to the Bidder Qualification Form, Bidder shall provide at least three (3) references, including a contact person and telephone number for similar projects completed within the last three (3) years.

11.5. The Township reserves the right to contact any and all references provided by the Bidder, as well as any of the Bidder's past or current clients or customers to obtain information on the Bidder's past performance and experience. Such information may be used in a determination of the Bidder's responsibility.

## **12. OTHER RESERVATIONS.**

12.1. The Township reserves the right to reject any and all bids, and to accept either in whole or in part any one bid or combination of bids. The Township also reserves the right to waive or permit the curing of any informalities or irregularities in a bid as permitted by law.

12.2. The Township reserves the right to reject the bid of any Bidder who has demonstrated poor performance during either a current or previous agreement with the Township.

12.3. The Township reserves the right to choose any Bidder which, in its judgment, is the lowest responsive, qualified bidder.

12.4. The Township reserves the right to reject a bid as nonresponsive if it is materially unbalanced as to price(s) for the base requirement, any unit price, and/or any options. Unbalanced pricing exists when, despite an acceptable total price, the price of one, or more line items is significantly overstated or understated. A bid may be rejected if the Township determines that the lack of balance poses an unacceptable risk to the Township.

12.5. The Township reserves the right to reject any or all bids and to award the project that is in the best interests of the Township. Interested bidders MUST submit a bid amount for all portions or sections of the bid, incomplete bids will not be considered.

13. **ANTI-BID RIGGING.** The bids of any Bidders who engage in collusive bidding shall be rejected. Any Bidder who submits more than one bid in such manner as to make it appear that the bids submitted are on a competitive basis from different parties shall be considered a Collusive Bidder. The Township may reject the bids of any Collusive Bidder upon bid openings of future projects. Nothing in this section shall prevent a Bidder from superseding a bid by a subsequent bid delivered prior to bid opening which expressly revokes the previous bid. As part of Bidder's Bid Package, Bidder shall submit Bidder's completed Non-Collusion Affidavit form included in this Invitation to Bid.

14. **INCURRING COSTS.** The Township is not liable for any cost or expense incurred by Bidders or prospective Bidders in the preparation of their bids or for attendance at any conferences, meetings, or site visits related to this Invitation to Bid.

**--- END OF BIDDER INSTRUCTIONS ---**

## SECTION 2: GENERAL TERMS AND CONDITIONS

1. **BIDDER INVESTIGATION.** It is each Bidder's responsibility to read, review and fully understand and acquaint itself with any and all plans, specifications, and documents contained in this Invitation to Bid Package. If applicable, Bidder should examine the location and conditions of the work. Bidders shall have no claim against the Township based upon ignorance of the nature or requirements of the project or goods to be furnished. Once the award has been made, failure to have read all of the terms, conditions, and specifications in this Invitation to Bid Package shall not be cause to alter any term of the Contract or provide valid grounds for the Bidder to seek additional compensation.

2. **TAX EXEMPT.** As a political subdivision of the Commonwealth of Pennsylvania, the Township is exempt from Federal Excise Taxes and Pennsylvania Sales Taxes. Net prices as shown in the bid shall exclude such Federal and State Tax amounts.

3. **ASSIGNMENT.** The Contractor shall NOT assign, delegate, transfer, convey, sublet, or otherwise dispose of said contract, or his right, title, or interest in or to same, or any part thereof, without previous consent in writing from the Township, endorsed on or attached to the Contract. This provision does not apply to work performed by subcontractors so long as said subcontractors are listed on the Bidder Qualification Form.

### 4. **BONDS.**

4.1. **Performance Bond.** The Successful Bidder shall provide the Township with a Performance Bond of one hundred percent (100%) of the Contract amount conditioned upon the faithful performance of the Contract in accordance with all the plans, specifications, terms, and conditions of the Contract. Such bond shall be solely for the protection of the Township.

4.2. **Labor and Material Payment Bond.** A Labor and Material Payment Bond of one hundred percent (100%) of the Contract amount as stated on the Bid Worksheet is required. Said Bond shall be furnished for the prompt, full and faithful payment to any Claimant, for all labor, materials or services used, or reasonably required for use, in the performance of the Contract. The term "Claimant" shall refer to any person, corporation, partnership, proprietorship, or other entity that provides or furnishes labor, materials or services used or reasonably required for use in the performance of the Contract. The Township shall have the right to require the Contractor to furnish affidavits of payment, or other similar evidence of payment to Claimants.

4.3. **Maintenance Bond.** The Successful Bidder shall provide the Township with a Maintenance Bond. The Maintenance Bond shall cover a period of one year following completion of the project and shall be ten percent (10%) of the Contract amount. Contractor must sign and return said Maintenance Bond to the Township prior to completion of the project.

4.4. Bonds shall be executed by one or more corporate surety companies legally authorized and registered to do business in Pennsylvania by the Pennsylvania Department of Insurance. Each surety shall have a rating from the A.M. Best Company of at least "A-, A, or A+" by the A.M. Best Co. Rating Services or equivalent financial rating of by Moddy's Investor Services or Standard & Poor's. Attorneys-in-fact who sign Performance Bonds, Labor and Material Bonds, or Payment Bonds must file with each Bond an originally executed certified,



notarized, and effectively dated copy of their Power of Attorney. The forms included with this bid package must be used.

4.5. Bonds must be filed with the Township’s Purchasing Agent within fifteen (15) days of the contract award notification.

4.6. Bidder agrees that all collection costs pertaining to any cost differential reimbursement for collection of damages, or for compelling performance by a Performance Bond surety, will be paid by the Contractor.

5. **INDEMNIFICATION.** The Successful Bidder hereby agrees to exonerate, defend, indemnify and save harmless the Township and its respective governing Boards, committees and commissions (including the individual members thereof), their elected and appointed officers and officials, and their respective managers, representatives, advisors, insurers, Engineers, Solicitors, other professional consultants, appointees, employees, agents, independent contractors, and assigns (collectively, the “Township Representatives”), from any and all claims (including claims of negligence), actions, awards, verdicts and judgments, together with reasonable counsel and expert witness fees, pertaining to, relating to, resulting from, caused by, sustained in connection with, based upon or arising out of the Successful Bidder’s performance pursuant to the Contract.

6. **LIABILITY INSURANCE.** In furtherance of the covenant to indemnify, the Successful Bidder whom a Contract is awarded shall procure and maintain, for the duration of the Contract period and throughout the time of performing the Work as set forth in the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Successful Bidder, his agents, representatives, employees or subcontractors, pursuant to the Contract or any subsequent contract. Insurance shall be of the type and meet or exceed the following requirements:

Workman’s Compensation	Statutory Coverage
Commercial General Liability (General Aggregate)	\$2,000,000
Commercial General Liability (Combined Single Limit/occurrence)	
Damage to Rented Premise (per occurrence)	\$100,000
Fire Legal Liability (per occurrence)	\$50,000
Medical Exp. (per occurrence)	\$5,000
Bodily Injury (per occurrence)	\$1,000,000
Property Damage (per occurrence)	\$1,000,000
Completed Operations and Products Liability (per occurrence)	\$2,000,000
Automotive Liability (Combined Single Limit)	\$1,000,000
Excess Indemnity (per occurrence and aggregate)	\$2,000,000
Employer Liability	\$1,000,000
Pollution	\$1,000,000

The Comprehensive General Liability must include Contractor’s Liability; Contractual liability; Fire Legal Liability; Completed Operations and Products Liability, all on occurrence basis only, with Personal Injury Coverage and Broad Form Property Damage. The Comprehensive General Liability must also include Explosion, Collapse, and Underground Property Damage (XCU).

Completed Operations and Products Liability must be kept in force for at least two (2) years after the date of final completion. All other required insurance policies shall also be on an occurrence basis only.

The Successful Bidder shall name the Township as an additional insured on all required insurance policies on a primary non-contributory basis. Within ten (10) days after execution of the Contract, Contractor shall furnish the Township with copies of insurance policies or binders and endorsements (if necessary) evidencing Contractor's compliance with the requirements set forth above, which policies or binders and endorsements (if necessary) shall provide for at least thirty (30) days prior written notice of cancellation or material change.

Pursuant to the First-Class Township Code, 53 Pa. C.S.A. § 56806, the Contractor shall accept, in so far as the work covered the Contract is concerned, the provisions of the Workmen's Compensation Act of one thousand nine hundred and fifteen, and any supplements or amendments thereto, and the Contractor will insure his liability thereunder or file with the Township a certificate of exemption from insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry.

7. **ROYALTY & LICENSE FEES.** The Successful Bidder shall pay all royalties and license fees and defend all suits or claims for infringement of any copyright or patent rights and shall hold and save the Township and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the bidder unless otherwise specifically stipulated in the contract documents.

8. **MARKETING.** No Bidders, including the Successful Bidder, shall use, in any form or medium, the name of the Township for promotional or marketing purposes without the Township's prior written consent.

9. **GUARANTEE.** (if applicable)

9.1. The Successful Bidder guarantees that all bid articles, including all components thereof, are of first quality throughout and comply in all respect, or are fully equal, to standards called for in this Invitation to Bid; that they are new and unused, and they include, as a minimum, all that is shown on the latest manufacturer's literature.

9.2. All expenses pertaining to the return, repair, or replacement of defective and/or new components of the bid item(s) shall be borne by the contractor. The contractor shall correct any and all defects and shall not delay or withhold such action pending determination or decision from his manufacturer or supplier of such defective bid items or components, nor refer the Township or any of its Departments or Agencies to any other manufacturer, supplier, or dealer for settlement of such defective item(s).

10. **CHANGE ORDERS.**

10.1. The Township without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions, or other revisions, provided the total amount added or eliminated does not exceed twenty-five percent (25%) of the

estimated total Contract price. All such changes in the work shall be authorized by change order and shall be executed under the applicable conditions of the Contract documents.

10.2. The cost or credit to the Township resulting from a change in the work shall be determined by unit prices stated in the Contract documents or subsequently agreed upon.

11. **INVOICES AND PAYMENTS.** All invoices shall be submitted directly to: Accounts Payable, South Whitehall Township, 4444 Walbert Avenue, Allentown, PA 18104-1699.

11.1. For direct delivery products, all invoices must be furnished on the same day of delivery and payment to Contractor will be made 30 days from receipt of the Contractor's invoice.

11.2. For services provided to the Township, all invoices must be furnished within 30 days from the date the service was provided and payment to Contractor will be made within 30 days from receipt of the Contractor's invoice.

11.3. The Contractor hereto agrees that any and all payments due from the Township, as required under the terms of this agreement, are contingent upon the availability of Appropriated Funds.

12. **RETAINAGE.** The Township reserves the right to withhold ten percent (10%) of the amount due to the Contractor until at least fifty percent (50%) of the work has been satisfactorily completed. Once fifty percent (50%) of the work is completed, one-half of the amount retained by the Township shall be returned to the contractor. However, the Contractor must be making satisfactory progress and there must be no specific cause for greater withholding. The sum withheld by the Township after the work is fifty percent (50%) complete shall not exceed five percent (5%) of the value of the completed work. In the event a dispute arises between the Township and the Contractor, which dispute is based upon increased costs, delays, or other actions, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by Township and the Contractor in writing.

13. **FAILURE TO PROVIDE SERVICES OR PRODUCTS.** If in the Township's opinion, Contractor fails to perform the services properly or satisfactorily or provide the product(s) called for under this Contract, or otherwise fails or neglects to comply with the material terms of this Contract, the Township may make arrangements with other providers to obtain substitute services and/or product(s). The Township may, in addition to any other legal remedies available to Township, elect to terminate the Contract.

14. **PRICE ADJUSTMENT OF BITUMINOUS MATERIALS (ESCALATOR CLAUSE)** This Contract **does not** contain an escalator clause for the Price Adjustment of Bituminous Materials for small quantities. A small quantity is a contract that uses or indicates for placement 100 tons or less of asphalt cement based on the actual mix designs or material specifications for the materials incorporated into the project. If the bituminous materials incorporated into this project exceed the 100-ton threshold then a bituminous price adjustment will be allowed as per PennDOT Specifications Form 408, Current Edition, Section 110.04 Price Adjustment of Bituminous Materials. If the bituminous material incorporates RAP or RAS in the mix design the 100-ton limit and the bituminous price adjustment will only be calculated on the

virgin asphalt. The Base Bid Price Index (IB) will be calculated using the month in which the project is first advertised, and the work is in the applicable Zone. The Contractor will be responsible for completing a CS-1PA Price Adjustment of Bituminous Materials calculation form if applicable. The Contractor will provide this form with the invoices and the invoices will show the per ton or per SY price in the bid and the lump sum price increase or decrease supported with CS-1PA calculation form. The Contractor shall also supply the Township with a copy of the bituminous mix design for each material supplied with the initial CS-1PA form or if the bituminous mix design changes. Prior to the start of the work the Contractor shall provide the Township with the per ton or per SY calculation of the bituminous price adjustment.

15. **CERTIFICATE OF COMPLIANCE.** A CS-4171 Certificate of Compliance or another acceptable form that has been pre-approved by PennDOT will either accompany the shipment or will be supplied within 1 working day to the Township. This CS-4171 will representative the day's shipment for each type of material placed on the project or supplied to the Township from each source. A copy of the Certificate of Compliance shall also accompany all invoices to the Township.

16. **LIQUIDATED DAMAGES.** If Contractor fails to deliver the products contemplated herein or to perform the services within the schedule or time as mutually agreed upon by Contractor and Township, in addition to any other remedies set forth in this Invitation to Bid Package, Contractor shall pay to the Township, as liquidated damages and not as a penalty, the following:

16.1. Contractor shall pay the Township an amount equal to \$250.00 for each day there is a delay or services are not performed within the scheduled time.

17. **CONDITION OF PRODUCT.** If applicable, only products received in good condition will be accepted.

18. **COMPLIANCE WITH APPLICABLE LAWS:** The Successful Bidder shall comply with applicable Federal, State, and local laws, rules, and ordinances including all building, fire, safety and electric codes and all relevant industry standards whether or not specifically mentioned herein.

19. **PERMITS AND LICENSES.** The Successful Bidder shall obtain all required permits, rights of way, and licenses associated with performance of the Contract.

20. **BUSINESS PRIVILEGE LICENSE.** Successful Bidder is required to obtain a Business Privilege License prior to performing work. Applications for a Business Privilege License can be obtained from the Township's BPT Administrator at the Township Municipal Building located at 4444 Walbert Avenue, Allentown, PA 18104 or by calling 610-398-0401.

21. **MOTOR VEHICLE PROCUREMENT ACT.** In accordance with the provisions of the Motor Vehicle Procurement Act of 1984, all bids for the purchase, lease, or rental of a passenger car or truck, (as defined under 75 Pa.C.S. § 1025), must be accompanied by the manufacturer's written certification that the motor vehicle was manufactured in North America. A motor vehicle is manufactured in North America if a substantial majority of the principal components are assembled into the final product in an assembly plant in North America. The Township is prohibited from purchasing motor vehicles which do not meet this requirement.

22. **PUBLIC WORKS EMPLOYMENT VERIFICATION ACT.** The Successful Bidder shall comply with the provisions of the Public Works Employment Verification Act, enacted Act 127 of 2012, 43 P.S. § 167 *et. seq.*, as amended, which requires all public works contractors and subcontractors to utilize the Federal Government’s E-Verify system to ensure that all employees performing work on public work projects in excess of twenty-five thousand dollars (\$25,000) are authorized to work in the United States. As a part of the Bidder’s Bid package, Bidder shall provide the Township with a completed Public Works Employment Verification Form. The foregoing is a precondition to being awarded a Contract. A copy of the Public Works Employment Verification Form is included with this Invitation to Bid. Further, Contractor shall comply with the Non-Discrimination Agreement Form included with this Invitation to Bid. As a part of the Bidder’s Bid Package, Bidder shall provide the Township with Bidder’s completed Non-Discrimination Agreement Form.

23. **PENNSYLVANIA PREVAILING WAGE ACT.**

23.1. This bid is subject to the Pennsylvania Prevailing Wage Act, Act No. 442, P.L. 987, as amended by Act 342 of 1963, P.L. 653, 43 P.S. 165-1 *et seq.*, and the regulations issued pursuant thereto, including 34 Pa. Code § 9.103, and the Prevailing Wage Rates as determined by the Secretary of the Department of Labor and Industry, as this bid concerns the construction, reconstruction, demolition, alteration and/or repair work, other than maintenance work, exceeding \$25,000, or a locally funded highway or bridge project qualifying as a “public work” as defined by the Pennsylvania Prevailing Wage Act exceeding \$100,000. To the extent that Federal funds are involved, and the contract(s) or subcontract(s) exceed two thousand dollars (\$2,000), compliance with Davis-Bacon Federal Wage Rates 40 U.S.C. 3141 *et seq.*, as amended, may also be required.

23.2. This bid package includes the Pennsylvania Prevailing Wage Determination for this project, along with the Weekly Payroll Certification for Public Works Projects form, required when submitting payroll certifications to the Township.

24. **TRADE PRACTICES ACT.** In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. §773.101 *et. seq.*), the Successful Bidder cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries’ products, as listed below, is not permitted.

25. **STEEL PRODUCTS ACT.** For bids concerning the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the Pennsylvania Steel Products Procurement Act, Act No. 3 of 1978, P.L. 6, 73 P.S. §1881 *et seq.*, requires that if any steel or steel products are to be used or supplied in the performance of such contracts, only those produced in the United States as defined in the Pennsylvania Steel Products Procurement Act shall be used or supplied in the performance of the contracts. The Act defines “steel products” as:

products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic

oxygen, electric furnace, Bessemer or other steel making process and shall include cast iron products and shall include machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least 75% of the cost of the articles, materials and supplies have been mined, produced, or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product if it complies with section 165 of Public Law 97-424 (96 Stat. 2136).

This provision shall not apply where (1) the Township, in writing, determines that steel products as herein defined are not produced in the United States in sufficient quantities to meet the requirements of the contract; or (2) to items on a list of exempt machinery and equipment steel products, which have been identified by the Department of General Services as not produced in the United States in sufficient quantities in the previous calendar year, and published on the department's publicly accessible Internet website, which contractors, subcontractors, suppliers, bidders, offerors and public agencies can rely upon in preparing bids and contracts. If Bidder believes an exception from the Act exists, the Steel Products Act Exemption Request Form must be completed and submitted with its Bid.

26. **PENNSYLVANIA RIGHT-TO-KNOW LAW.** Effective January 1, 2009, all responses to this Invitation to Bid are subject to the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 *et seq.*, (Act 3 of 2008). The Right-to-Know Law permits any requestor to inspect and/or copy any record prepared and maintained or received in the course of the operation of a public office or agency that is not subject to the enumerated exceptions under the law. If a bidder's response to the Invitation to Bid contains a trade secret or confidential proprietary information, the bidder should include with their response a separate signed written statement to that effect. Should the response become the subject of a Pennsylvania Right-to-Know Law request, the bidder will be notified by the Township to identify all trade secrets or confidential and proprietary information that is included in your response. The Township will then determine whether the claimed trade secret or confidential and proprietary information is subject to disclosure.

27. **OSHA.** All goods or equipment shall comply with all Federal, State, and local laws relative thereto including all safety related items as required by the Federal Occupational Safety and Health Act (OSHA). Contractor shall comply with South Whitehall Township's Confined Space Policy if applicable. Contractor's employees shall be Confined Space Certified, OSHA 40 Hour Hazwopper Certified and Flag Certified – if applicable. The Successful Bidder shall defend actions or claims brought and hold harmless the Township from loss, damage, or expenses, including, but not limited to, Township's reasonable attorneys' fees and expenses, by reason of actual or alleged violations of Federal, State, or local laws in the design or manufacturing of equipment and/or materials.

28. **USED OIL RECYCLING ACT.** As provided for in the act of April 9, 1982 (P.L. 314, No. 89), known as the Pennsylvania Used Oil Recycling Act, the Township encourages and, to the extent possible, requires the procurement and purchase of recycled oil products as substantially equivalent to products made from new oil.



--- END OF GENERAL TERMS AND CONDITIONS ---

## SECTION 3: SCOPE OF WORK & SPECIFICATIONS

### 1. SCOPE OF WORK.

- 1.1. The Contractor proposes to perform all work on the following project as more specifically set forth in the Attachments, in accordance with the supplements and special requirements contained herein and/or attached hereto and current PennDOT Specifications Form 408.
- 1.2. The projects listed may be changed at the Township's discretion. The unit price(s) provided will prevail for any projects added to this list.

### Base Bid – General Description and Location of Work

#### PRESIDENTIAL VILLAGE AREA total square yards 11,586

<b>Presidential Dr</b>	<b>(Mauch Chunk Rd to Township Line)</b>	2,496 SY
2496 Square Yards	- 1.5" Depth Asphalt Milling	
112 Tons	- (3/4" thick/ 90 lbs. per SY) 9.5mm leveling course	
225 Tons	- (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course	
<b>Van Buren Dr</b>	<b>(Pierce Dr to Township Line)</b>	3,533 SY
3533 Square Yards	- 1.5" Depth Asphalt Milling	
159 Tons	- (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course	
318 Tons	- (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course	
<b>Brecking Ridge Ct.</b>	<b>(Vanburen to Cul-de-sac)</b>	1,077 SY
1077 Square Yards	- 1.5" Depth Asphalt Milling	
48Tons	- (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course	
97Tons	- (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course	
<b>Pierce Dr</b>	<b>(Breckingridge Ct to Van Buren Dr)</b>	4,480 SY
4480 Square Yards	- 1.5" Depth Asphalt Milling	
202 Tons	- (3/4" thick/ 90 lbs. per SY) 9.5mm leveling course	
404 Tons	- (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course	

#### FERNWOOD AREA total square yards 24,209

<b>21<sup>st</sup> St.</b>	<b>(Walbert Ave to Huckleberry)</b>	1,353 SY
1353 Square Yards	- 1.5" Depth Asphalt Milling	
61 Tons	- (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course	
122 Tons	- (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course	

<b>Belmont St.</b>	<b>(21<sup>st</sup> to Whitehall Ave)</b>	2,648 SY
2648 Square Yards	- 1.5" Depth Asphalt Milling	
119 Tons	-(3/4" thick/ 90 lbs. per SY) 9.5mm leveling course	
238 Tons	-(1 1/2" thick/ 180 lbs. per SY) 9.5mm Superpave Wearing Course	
<b>Market St</b>	<b>(Whitehall Ave to Filbert)</b>	2,898 SY
2898 Square Yards	- 1.5" Depth Asphalt Milling	
131 Tons	- (3/4" thick/ 90 lbs. per SY) 9.5mm leveling course	
262 Tons	- (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course	
<b>Charles St</b>	<b>(Walbert Ave to Dead End)</b>	1,956 SY
1956 Square Yards	- 1.5" Depth Asphalt Milling	
88 Tons	- (3/4" thick/ 90 lbs. per SY) 9.5mm leveling course	
176 Tons	- (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course	
<b>Belmont St</b>	<b>(Charles to Filbert)</b>	1,603 SY
1603 Square Yards	- 1.5" Depth Asphalt Milling	
72 Tons	- (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course	
145Tons	- (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course	
<b>Center St</b>	<b>(Walbert Ave to Huckleberry)</b>	3,521 SY
3521 Square Yards	- 1.5" Depth Asphalt Milling	
159 Ton	- (3/4" thick/ 90lbs. per SY) 9.5mm leveling course	
318 Ton	- ( 1 1/2" thick/ 180lbs. per SY) 9.5mm Superpave Wearing Course	
<b>Buckmans St</b>	<b>(Center St to Roosevelt St)</b>	2,113 SY
2113 Square Yards	- 1.5" Depth Asphalt Milling	
95 Tons	- (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course	
190 Tons	- (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course	
<b>Coolige St</b>	<b>(Center St to Roosevelt St)</b>	1,691 SY
1691 Square Yards	- 1.5" Depth Asphalt Milling	
76 Tons	- (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course	
153 Tons	- (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course	
<b>Filbert St</b>	<b>(Walbert Ave to Daws St)</b>	3,694
SY		
3694 Square Yards	- 1.5" Depth Asphalt Milling	
166 Tons	- (3/4" thick/ 90 lbs. per SY) 9.5mm leveling course	
333 Tons	- (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course	
<b>Daws St</b>	<b>(Huckleberry to Roosevelt St)</b>	1,307 SY
1307 Square Yards	- 1.5" Depth Asphalt Milling	
59 Tons	- (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course	
118 Tons	- (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course	
<b>Roosevelt St</b>	<b>(Daws St to Coolidge St)</b>	1,425 SY
1425 Square Yards	- 1.5" Depth Asphalt Milling	

64 Tons - (3/4" thick/ 90 lbs. per SY) 9.5mm leveling course  
 128 Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**FERNWOOD TERRACE total square yards 36,460**

**Molinaro Dr. (Huckleberry to Cul-de-sac) 6,554SY**  
 6554 Square Yards - 1.5" Depth Asphalt Milling  
 295 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 590 Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**James Dr. (Molinaro Dr to Joseph Cir) 1,756 SY**  
 1756 Square Yards - 1.5" Depth Asphalt Milling  
 79 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 159Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**Joseph Cir. (Huckleberry to Cul-de-sac) 2,148 SY**  
 2148 Square Yards - 1.5" Depth Asphalt Milling  
 97 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 194 Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**Lisa Ln. (Joseph Cir. To Cul-de-sac) 4,596SY**  
 4596 Square Yards - 1.5" Depth Asphalt Milling  
 207 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 414 Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**Kris Dr. (Mylinda Ln. to Cul-de-sac) 2,930 SY**  
 2930 Square Yards - 1.5" Depth Asphalt Milling  
 132 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 265 Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**Mylinda Ln. (Huckleberry to Focht Ave.) 1,448 SY**  
 1448 Square Yards - 1.5" Depth Asphalt Milling  
 65 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 130 Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**Focht Ave (Minnich to Orchard Ave) 4,543 SY**  
 4543 Square Yards - 1.5" Depth Asphalt Milling  
 205 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 410 Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**Wehr Ave (Molinaro Dr to Whitehall Ave) 1,700SY**  
 1700 Square Yards - 1.5" Depth Asphalt Milling  
 77 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 154Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**Maria Ln. (Girard Ave. to Cul-de-sac) 3,668SY**  
 3668 Square Yards - 1.5" Depth Asphalt Milling  
 165 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 330 Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**Riga Cir. (Minnie Ln. to Cul-de-sac)** 1,280SY  
 1280 Square Yards - 1.5" Depth Asphalt Milling  
 58 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 116 Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**Minnie Ln. (Molinaro Dr. to Cul-de-sac)** 4,181SY  
 4181 Square Yards - 1.5" Depth Asphalt Milling  
 188 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 376 Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**Girard Ave. (Whitehall Ave. to Molinaro Dr.)** 1,656SY  
 1656 Square Yards - 1.5" Depth Asphalt Milling  
 75 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 150 Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**WARWICK PLACE total square yards 17,437**

**Office Center Rd. (Cedar Crest Blvd to Walbert Ave)** 6,129SY  
 6129 Square Yards - 1.5" Depth Asphalt Milling  
 276 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 552 Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**33<sup>rd</sup> St. (Winchester Rd. to Kingston Pl.)** 856SY  
 856 Square Yards - 1.5" Depth Asphalt Milling  
 40 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 80 Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**Kingston Pl. (33<sup>rd</sup> St. to Township Line)** 2,267SY  
 2267 Square Yards - 1.5" Depth Asphalt Milling  
 103 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 206 Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**Leicester Pl. (Winchester to Cul-de-sac)** 2,150SY  
 2150 Yards - 1.5" Depth Asphalt Milling  
 97 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 194Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**Pond Rd (Walbert Ave to Winchester)** 6,035SY  
 6035 Square Yards - 1.5" Depth Asphalt Milling  
 272 Tons - (3/4" thick/ 90 lbs. per SY) 9.5 mm leveling course  
 544 Tons - (1 1/2" thick/180 lbs. per SY) 9.5 mm Superpave Wearing Course

**TOTAL SQUARE YARDS – 89,692**

## **2. SPECIFICATIONS.**

- 2.1. The Contractor shall notify the Township 5 calendar days prior to the start of the project.
- 2.2. It is the responsibility of the Contractor to remove and truck all millings to a site provided by the township. The Contract shall provide a sufficient number of trucks to keep the operation efficient and moving.
- 2.3. The Contractor will be responsible for cleaning, removing, and disposing of all loose material, vegetation, and any material found to be objectionable by the Township, from the areas to have material applied under this contract. Sweeping shall be performed by the contractor prior to the start of work.
- 2.4. Excess material will be removed by the Contractor and disposed of, in an approved manner.
- 2.5. South Whitehall Township will inspect the project.
- 2.6. Municipality reserves the right to limit work completed.
- 2.7. Contractor is responsible for defects that occur within one year of applications.
- 2.8. The Municipality intends to award the contract to one bidder; bidders need to bid on all items. To keep within budgetary constraints the Municipality may adjust the amount of paving on the additional bid road dependent on the bid prices received and projected bituminous price adjustment at the time of paving.
- 2.9. The Municipality further reserves the right to accept or reject any and or all proposals or portions thereof, and to delete projects and or portions of the project depending on budgetary constraints.

### **2.2 Concrete Curb:**

- 2.2.3 The total monies due for such damage will be tallied at the end of the project/contract and may be deducted from monies due the Contractor.

### **2.3 Maintenance Of Work Area:**

- 2.3.1 The Contractor at the end of the workday shall store his equipment in an area designated by the Township. This area shall be maintained in a neat and orderly fashion; failure to do so will result in a maintenance cleaning charge by the Township.



- 2.3.2 The use of diesel fuel as a release agent or cleaning agent for tools and equipment will be strictly forbidden.

## **2.4 Notification Of Public/Delivery:**

- 2.4.1 The township shall place door hangers and/or send notification letters via U.S. Mail to each homeowner. Residents shall be notified 48 hours prior to start of work. Door hangers and/or notification letter shall have information concerning time frame for work to be performed (date and time), a brief description of the work to be performed, the contractors name and contact phone number (local number, no long-distance calls), etc. These door hangers must list name of street and approximate date and time work is to be performed. The content of door hangers and/or notification letters must be approved by the Township.

## **2.6 Milling**

- 2.6.1 The Contractor is to mill the roads as directed. The milled material is the property of the South Whitehall Township, and the Township will provide the Contractor with a site located within the Township and the Contractor will deliver the milled material to that site. The Township will be responsible for following the Reclaimed Asphalt Pavement (RAP) Industry-Wide Co-Products Determination for the storage and use of the RAP Materials.
- 2.6.2 The Contractor is responsible for using inlet bags to protect the storm sewers from millings getting into the system. The Contractor is responsible for cleaning out any millings from the inlets or the storm sewer system.

## **2.7 Traffic Control: (Township will handle all traffic control)**

- 2.7.1 The Township shall be responsible for all traffic control per PennDot Publication 213 and 213A, Work Zone Traffic Control.
- 2.7.2 The Township shall place all barricades needed to protect the uncured surface from all types of traffic. Contractor will coordinate with the Project Administrator to control traffic and will furnish signs and barricades as may be required or requested for the protection of the work, personnel and adjoining householders and the traveling public.
- 2.7.3 Streets shall be posted with No Parking signs by the Township, 48 hours in advance of all work. All streets will remain open to through traffic. No roadway shall be closed without the permission of the Township or its representative.

## **2.8 Township Contacts:**

Purchasing Agent: Donna Zackeru, 610-398-0401 x227

Project Manager: Herb Bender, Public Works Manager, 484-773-2240

## **2.9 Miscellaneous.**

The Contractor at the end of the workday shall store his equipment in the work area. This area shall be maintained in a neat and orderly fashion.

## **2.10 Hours Of Work**

Hours of work will be from 7am to 4 pm Monday to Friday. Unless prior authorization is granted by the Township.

\*\*\*CONTINUED ON NEXT PAGE\*\*\*

***SUPPLEMENTAL SPECIFICATIONS  
FOR  
SOUTH WHITEHALL TOWNSHIP  
ROAD Milling PROJECTS***

**SCOPE:**

These supplemental specifications will apply to all roadway asphalt milling projects solicited by the Township and shall govern if conflicts arise with any referenced Penn Dot published specifications.

**SAFETY:**

The contractor who has been awarded the project and has received a notice of award is wholly responsible for maintaining all work and work phases to the satisfaction of the Township. The Contractor shall carefully inspect the work site and location conditions to ascertain if any significant additional methods, considerations, signage, or other work is required to provide a safe work site to the satisfaction of the Township. The Contractor shall make all studies, inspections and perform all investigations into all conditions, schedules, holidays, and events that may affect his bid and subsequent work effort to provide full cooperation of same, to the satisfaction of the Township. The Contractor shall modify the work schedule and provide additional notifications if events, holidays and/or religious events are occurring in adjacent or nearby facilities that may be affected by the project.

**STORAGE OF EQUIPMENT:**

The Contractor shall discuss and obtain permission from the Township prior to storage of materials or equipment on any Township road or Township owned property. The Township and the Contractor shall work together to determine a location that would be suitable for storage of the materials or equipment used in conjunction of the project. The Contractor shall obtain written permission from the private property owner prior to storage of any equipment on private property. The Contractor shall provide the Township a copy of such permission prior to storing the equipment. The Contractor will be responsible for any damage caused by storing said equipment. The remedy of any damage shall be the sole decision of either the Township or the private property owner, at the Contractor's expense. Any such repair work shall be accomplished immediately after notification of same and final payment for the project shall not be made until all claims are settled.

**PROTECTION OF WORK**

The Contractor shall be required to perform all temporary measures required to provide smooth, safe, driving conditions during the execution of the work. All driveway edges, milling

edges, valve boxes or manholes shall be left completely smooth and protected at all times. Any condition caused by the work which creates an unsafe or unacceptable condition as determined by the Township shall be corrected immediately. The Contractor shall install temporary millings or other approved material to protect, fill or taper any such condition and shall maintain the temporary work until the final work has been completed and accepted by the Township. If the Contractor fails to immediately correct any unacceptable condition, after verbal notification by the Township, then the Township reserves the right to utilize its own forces, or other forces and deduct all associated expenses from the Contractor's payment for the project.

### **COORDINATION OF WORK**

This project requires milling of the roadway surface and most of the road work is in residential areas.

### **PHASING OF WORK:**

The work to be performed is in several areas of the Township. The Contractor shall develop a Milling plan for the work and submit it to the Township for approval prior to beginning any work. Additionally, there are roadways with significantly different traffic volumes. The plan shall be developed with phasing sequencing incorporated that will limit the length of roadway being worked on at a time.

**-- END OF SCOPE OF WORK & SPECIFICATIONS ---**

**BID PROPOSAL FORM**  
**BID #2023-01**  
**ROADWAY ASPHALT MILLING**

BIDDER:

\_\_\_\_\_ (BIDDER)

having an address of \_\_\_\_\_ (BIDDER'S ADDRESS)

Hereby proposes to perform the work and/or provide the goods as required pursuant to the Invitation to Bid in accordance with all terms, conditions, and specifications contained therein.

The Bidder, which is organized and existing under the laws of the State of \_\_\_\_\_, is:  
 Having its principal offices in \_\_\_\_\_, is:

a Corporation  a Partnership  an Individual  Other (describe): \_\_\_\_\_.

**BIDDER'S REPRESENTATION:** The Bidder declares that it has read, reviewed, and fully understands with all the terms, conditions, plans, specifications, requirements, locations, and conditions contained in and associated with this Invitation to Bid Package and that it has satisfied itself relative to the work to be performed and/or the goods to be provided.

**THE FOLLOWING IS FOR REFERENCE ONLY. BIDDERS ARE TO COMPLETE THE PRICING FORM ONLINE WITH PENNBID.**

**BASE BID:**

Item	Qty.	Unit	Description	Unit Price	Total
1	89,692	SY	1.5" deep Roadway Milling		

For work to be completed in the Base Bid, as specified above, the Bidder proposes to be compensated in the amount of:

\$ \_\_\_\_\_ / \_\_\_\_\_ Dollars  
 (Total in numerical format) (Total in text format)

**EXCEPTIONS:** The Township reserves the right to disqualify a bidder who takes exceptions to any terms, conditions, or other requirements. However, exceptions may be accepted by the Township if it finds that acceptance of such exceptions are in the best interests of the Township. Please list any Bidder exceptions:

Para. # \_\_\_\_\_ Explanation: \_\_\_\_\_  
Para. # \_\_\_\_\_ Explanation: \_\_\_\_\_  
Para. # \_\_\_\_\_ Explanation: \_\_\_\_\_

BID SECURITY/SURETY: A Bank Cashier's Check or Bid Bond in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) is included with this Bid as required security, this being an amount equivalent to at least ten percent (10%) of the estimated total annual bid amount.

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

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

\_\_\_\_\_  
Date

\*If Bidder is a corporation, limited liability company, limited partnership, or general partnership, it must also be dated and signed by the company's Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer.

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

\_\_\_\_\_  
Date



**STEEL PRODUCTS ACT EXEMPTION REQUEST FORM**  
**BID #2023-01**  
**ROADWAY ASPHALT MILLING**

ONLY TO BE COMPLETED IF YOU ARE REQUESTING AN EXEMPTION  
FROM THE STEEL PRODUCT ACT

1. Bidder (Legal Name of Business): \_\_\_\_\_

2. Contact Information: Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

3. Contract Title: \_\_\_\_\_

4. Steel Product \_\_\_\_\_

5. Suppliers/Manufacturers contacted by the Bidder that claimed that the above product is not produced/manufactured with U.S.-manufactured steel. **At least** three Suppliers/Manufacturers are needed. **Manufacturers listed in specifications must be contacted.**

a. Firm Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Person Contacted: \_\_\_\_\_ Date Contacted: \_\_\_\_/\_\_\_\_/\_\_\_\_

b. Firm Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Person Contacted: \_\_\_\_\_ Date Contacted: \_\_\_\_/\_\_\_\_/\_\_\_\_

c. Firm Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Person Contacted: \_\_\_\_\_ Date Contacted: \_\_\_\_/\_\_\_\_/\_\_\_\_

**CERTIFICATION:** I, the undersigned Officer of the Bidder, do hereby certify that I have contacted the firms listed above, and was informed that said firms do not produce/manufacture the steel product listed in Section 4, with U.S. Steel in sufficient quantities to complete the above-referenced project. I understand that this document is subject to the provisions of the Unsworn Falsification to Authorities Act (18 P.S. Sec. 4904) and the Steel Products Procurement Act, which provide penalties including, but not limited to, debarment from bidding on any South Whitehall Township public works project for a period of five years. The Township reserves the right to pursue any action deemed necessary to protect the Township's interest and ensure compliance with the laws of the Commonwealth of Pennsylvania.

WITNESS:

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

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

**BID BOND FORM**  
**BID #2023-01**  
**ROADWAY ASPHALT MILLING**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, \_\_\_\_\_ (“Bidder”), is submitting herewith to South Whitehall Township, Lehigh County, Pennsylvania (hereinafter called the “Obligee”) a bid, in accordance with the terms, conditions, plans, and specifications contained in the Invitation to Bid Package for Bid# \_\_\_\_\_, for \_\_\_\_\_.

NOW THEREFORE, we, the Bidder and \_\_\_\_\_ (“Surety”) being authorized to transact a general surety business in the Commonwealth of Pennsylvania, are held and firmly bound unto the Obligee in the sum of \$ \_\_\_\_\_, lawful money of the United States of American, which represents Ten Percent (10%) of the total bid, for the payment of which sum, well and truly to be made, the Bidder and Surety hereby bind jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH the Bidder shall not withdraw its bid prior to the expiration of the award period after the opening of the bids; and shall comply with all requirements set forth in the Invitation to Bid Package and if Obligee accepts Bidder’s bid, and Bidder, within such time as may be specified, enter into the Contract in writing, and give bond, with Surety acceptable to the Obligee, covering the faithful performance of the said contract and payment of claims for labor, material, and equipment rental, all of which shall be supplied on the forms as specified by said Obligee this obligation shall be void. However, if the Bidder shall fail to fulfill any of its obligations noted above or set forth in the Invitation to Bid Package, Bidder shall pay Obligee the following amounts: 1) the amount of this bond as herein above set forth, and 2) the difference between the amount specified in the Bidder’s bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be void; otherwise to remain in full force and effect.

Contractor:

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

\_\_\_\_\_  
Date

Witness (or Attest if a corporation)  
  
\_\_\_\_\_

Surety:  
  
\_\_\_\_\_  
Title:  
  
(Surety Seal)

**BIDDER QUALIFICATION FORM**  
**BID #2023-01**  
**ROADWAY ASPHALT MILLING**

1. Bidder (Legal Name of Business): \_\_\_\_\_

2. Type of Business:  a Corporation  a Partnership  an Individual  Other (describe): \_\_\_\_\_

3. Federal ID No.: \_\_\_\_\_

4. Business Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

5. President (or Managing Partner, etc.): \_\_\_\_\_

6. Years in Business: \_\_\_\_\_

7. List all other names under which your business has operated in the last 10 years:

\_\_\_\_\_

9. Previous contract with South Whitehall Township? \_\_\_\_\_. If yes, describe: \_\_\_\_\_

10. List three recent contracts you were awarded that are similar to this Bid. The Township may contact any or all of the parties listed concerning your performance:

1. Name & Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of work: \_\_\_\_\_ Dollar Amt: \_\_\_\_

2. Name & Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of work: \_\_\_\_\_ Dollar Amt: \_\_\_\_

3. Name & Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of work: \_\_\_\_\_ Dollar Amt: \_\_\_\_

11. If you intend to sublet any portion of the work provide the name and address of each subcontractor and the work to be performed by each. Until the proposed project is complete you are under a continuing obligation to immediately notify South Whitehall Township, in writing, if you intend to use a subcontractor not listed below:

Subcontractor Name & Address: \_\_\_\_\_

Work to be performed: \_\_\_\_\_

Subcontractor Name & Address: \_\_\_\_\_

Work to be performed: \_\_\_\_\_

Subcontractor Name & Address: \_\_\_\_\_

Work to be performed: \_\_\_\_\_

Subcontractor Name & Address: \_\_\_\_\_

Work to be performed: \_\_\_\_\_

The undersigned Bidder certifies that the above information herein is true, correct, complete and accurate.

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

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT**  
**BID #2023-01**  
**ROADWAY ASPHALT MILLING**

State of \_\_\_\_\_ : County of \_\_\_\_\_ : s.s.

I state that I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Company) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this proposal. Further, I state as follows:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the proposal submission date.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this Contract, or to bid a proposal higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. \_\_\_\_\_ (Name of Company) its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing and/or bidding on any public contract, except as follows: \_\_\_\_\_

I state that \_\_\_\_\_ (Name of Company) understands and acknowledges that the above representations are material and important, and will be relied upon by the South Whitehall Township in awarding the Contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the South Whitehall Township of the true facts relating to the submission of this bid.

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_\_

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

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

**PUBLIC WORKS EMPLOYMENT VERIFICATION FORM**  
**BID #2023-01**  
**ROADWAY ASPHALT MILLING**

Date \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contracting Public Body \_\_\_\_\_

Contract/Project No \_\_\_\_\_

Project Description \_\_\_\_\_

Project Location \_\_\_\_\_

As a contractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act (“the Act”) through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, \_\_\_\_\_, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

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

\_\_\_\_\_  
Date



**NON-DISCRIMINATION AGREEMENT FORM**  
**BID #2023-01**  
**ROADWAY ASPHALT MILLING**

During the term of the Contract, Contractor agrees as follows:

Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.

Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to § 49.35 (relating to information concerning compliance by contractors). If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Contractor shall also be subject to and comply with all other applicable federal, state, and local laws, ordinances, rules, regulations, and orders which prohibit the discrimination in hiring or employment opportunities, including but not limited to the following, which are included herein by reference and may be amended from time to time: Equal Opportunity Clause (41 CFR 60-1.4); Presidential Executive Order No. 11246 of September 24, 1965, especially Section 202 thereof; Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era (41 CFR 60-250.4); Affirmative Action Clause for Handicapped Workers (41 CFR 60-741.4) of the Office of Federal Contract Compliance Programs ("OFCCP") rules (Appendix III:F); Certification of Nonsegregated Facilities Clause (41 CFR 60-1.8; 41 CFR 1-12.803-10); Title I, Americans with Disabilities Act (28 CFR 36), especially Section 503 thereof.; and the Title VI of the Civil Rights Act of 1964, as amended.

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

\_\_\_\_\_  
Date

**SUBMISSION CHECKLIST FORM**  
**BID #2023-01**  
**ROADWAY ASPHALT MILLING**

**In order for a bid to be considered the following documents are required to be uploaded to the PennBid site as part of the Bid Proposal submission:**

1. Bid Proposal Form: The paper copy must be filled out in its entirety with the exception of the bid tabulation. In an effort to eliminate the duplication of work, the PennBid electronic tabulation will be accepted in lieu of the paper tabulation.
2. Steel Products Act Exception Request Form
3. Bid Bond Form
4. Bidder Qualification Form
5. Non-Collusion Affidavit Form
6. Public Works Employment Verification Form
7. Non-Discrimination Agreement Form
8. Submission Checklist Form
9. Prevailing Wage Act Contract Requirements
10. Prevailing Wage Rates Attachment
11. Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_
12. Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_
13. Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_  
Date

## PREVAILING WAGE ACT CONTRACT REQUIREMENTS

1. The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act, as amended and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates. Such workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment as set forth herein. These provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the Contract by all Subcontractors.

2. The Contractor shall insert in each of its subcontracts all of the stipulations contained herein, and such other stipulations as may be required.

3. No workmen may be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary. In the event that additional or different classifications are necessary, the procedures set forth in the Prevailing Wage Act and its Regulations shall be followed.

4. All workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any Contractor, Subcontractor and workmen, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on public work.

5. The Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such a place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

- a. Name of project.
- b. Name of public body of which it is being constructed.
- c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determinations for the particular project.
- d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
- e. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or Subcontractor are not complying with the Act or its regulations in any manner whatsoever, they may file a protest with the Secretary of Labor and Industry. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

6. The Contractor and all Subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work, and such record must include any deductions from each workman. The record shall be preserved for two

years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representative.

7. Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council, and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304), and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this Subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

8. Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.

9. Payment of compensation to workmen for work performed on public work on a lump-sum basis, or a piecework system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.

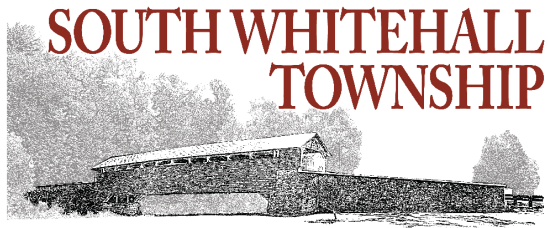
10. Each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the work on the Contract with South Whitehall Township, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions and if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

Contractor agrees to comply with the requirements set forth above.

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

\_\_\_\_\_  
Date





**MEMORANDUM FOR  
AGENDA ITEMS**

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Chief Glen Dorney
<b>DATE:</b>	13 February 2023
<b>SUBJECT:</b>	Thiel Strategic Communications Professional Services Contract
<b>COPY TO:</b>	Thomas Petrucci, Township Manager

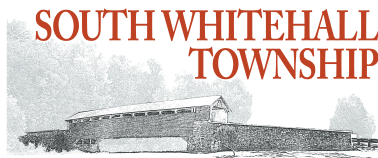
- **Background Information and/or Justification of Expense:**  
The Township access control and cameras are run through a software system that requires support and professional expertise to manage and maintain. CSI/ Keystone Fire had previously provided this service however due to a variety of reasons, the Township is requesting to enter into a contract with Thiel Strategic Communications. This professional services contract will provide 6 hours per month and can be rolled over if not used in that month. With the turnover in staff over the last few years, extensive training must be conducted with multiple personnel. The allotted time each month will be utilized for this as well as any issues that arise, which currently costs the Township \$218 per hour and a \$75 dispatch fee. Thiel Strategic will be between \$165-\$175 per hour.
- **Action Requested:**  
I am requesting the Board of Commissioners authorize the Township Manager to sign the professional services agreement with Thiel Strategic Communications.
- **Budget Line Item (if applicable):** *Please indicate approved budget amount for specified project(s). 01-IT Budget*





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**Agenda Item Details**

Meeting Feb 15, 2023 - Board of Commissioners

Category 10. CORRESPONDENCE AND INFORMATION ITEMS

Subject A. Upcoming Meetings

Access Public

Type Action (Consent), Information

Recommended Action Explanation by Township Manager, Tom Petrucci.

**Public Content**

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

- Thursday, February 16th, 7:30P - Planning Commission Meeting
- Tuesday, February 21st, 6P - Crime Watch Meeting
- Wednesday, February 22nd, 7P - Zoning Hearing Board Meeting
- Monday, February 27th, 10A - Landscape & Shade Tree Commission
- Monday, February 27th, 6P - Green Advisory Council

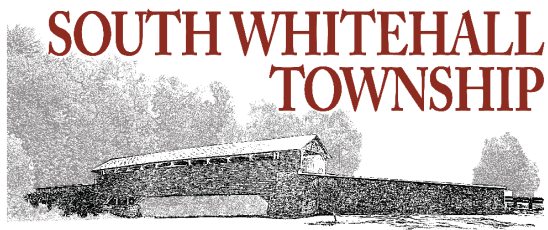
**CURRENT VACANCIES ON BOARDS/COMMISSIONS:**

1. Civil Service Commission - 1 Alternate Vacancy
2. Environmental Advisory Council - 3 Vacancies
3. Green Advisory Council - 2 Vacancies
4. Landscape Shade Tree Commission - 1 Vacancy
5. Parks & Recreation Board - 1 Vacancy
6. Zoning Hearing Board - 3 Alternate Vacancies

**Administrative Content**

**Executive Content**





**MEMORANDUM FOR  
AGENDA ITEMS**

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Tom Petrucci, Township Manager
<b>DATE:</b>	February 10, 2023
<b>SUBJECT:</b>	2023 Lehigh County Conservation District ENVIROTHON Event (April 25 <sup>th</sup> and April 27 <sup>th</sup> )- Notification/Invitation to Board of Commissioners
<b>COPY TO:</b>	H. Bender; L. Matula; G. Dorney; T. Fehnel; C. Strohler

- **Action Requested:**

No formal action is requested; however, Township staff would like to confirm that the Board of Commissioners agree with holding the below-described event at Covered Bridge Park on the following dates/times:

1. **April 24<sup>th</sup>- set up only**
2. **April 25<sup>th</sup>- 8:30 AM to 4:00 PM (Middle School)**
3. **April 27<sup>th</sup>- 8:30 AM to 4:00 PM (High School)**

- **Background Information:**

The ENVIROTHON is a program that educates High School and Middle School students in natural resources and environmental sciences, while providing students with the knowledge and tools necessary to address the natural resource challenges facing today’s world. The ENVIROTHON is a team competition, where students will compete for scholarships and prizes.

The Lehigh County Conservation District (LCCD) would like to hold the 2023 ENVIROTHON event at Covered Bridge Park in South Whitehall Township. On Thursday, February 2, 2023, a meeting was held at the Township Building to plan the logistics of this event. The meeting notes are provided as follows:

**Attendees from South Whitehall Township:** Tom Petrucci, Glen Dorney, Lynn Matula, Christopher Strohler

**Attendees from Lehigh County Conservation District:** Laura Hopek, Kevin Frederick

**Meeting Summary:**

1. All three pavilions will be reserved for Covered Bridge Park.

2. ~125 attendees are anticipated for the first day; ~200 attendees are anticipated for the second day. A school nurse will be on-site.
3. Need to confirm that the bathrooms will be open for that time of year.
4. Buses will have marked off areas (to be provided by LCCD). Buses cannot go over the Wehr's Bridge.
5. Need to rent tents. 20' x 20' (2 in total); no permits are required, as confirmed by Community Development
6. This is a rain or shine event.
7. The Fish and Boat Commission will be there to facilitate in-stream education for participants.
8. LCCD will need a backhoe for a soil pit. 6' depth x 10' wide; we will need to identify a suitable location. Example is provided below:



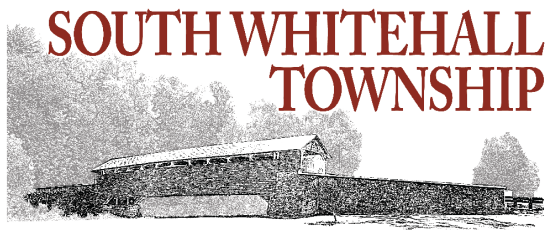
9. Child Abuse Clearances are the responsibility of LCCD, as the Township is merely facilitating the event site (and not running the event itself).



10. It is recommended to do a site sweep of the Jordan Creek (Fishing Tournament is on April 15<sup>th</sup>) in order to ensure there are no safety hazards (ex. hooks or errant fishing line).
  11. LCCD to provide a Certificate of Insurance to the Township naming the Township as an Additional Insured.
  12. MS4 credit will be able to be taken by the Township for the educational event (*Mike Elias, will be able to include this in the next annual report*).
  13. There will be a police presence at the event courtesy of South Whitehall Township Police Department.
  14. It was noted that the Green Advisory Council may want to have an educational presence. This should be discussed at the next meeting of the Green Advisory Council.
  15. Lynn Matula has sent LCCD the Special Events permit; LCCD to complete.
  16. The Emergency Management Coordinator will be notified; however, it is not the belief of Township officials that an emergency action plan is required due to the estimated number of participants each day.
  17. LCCD will provide parking plan and directions to the participants.
  18. Christopher Strohler will introduce the event on 4/25 (Township Manager and Director of Operations are attending off-site training that day); Tom Petrucci will introduce event on 4/27.
- **Budget Line Item(s) (if applicable):** *Please indicate approved budget amount for specified project(s).*

N/A





**MEMORANDUM FOR  
AGENDA ITEMS**

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Tom Petrucci, Township Manager
<b>DATE:</b>	February 10, 2023
<b>SUBJECT:</b>	Direction/Discussion: Report of 2/6/2023 Pension Committee Meeting
<b>COPY TO:</b>	H. Bender; T. Dickert; T. Fehnel

- **Action Requested:**

N/A

- **Background Information:**

The Pension Committee met on Monday, February 6, 2023 at 9:00 AM. The following summary is provided for the benefit of the Board of Commissioners as a whole.

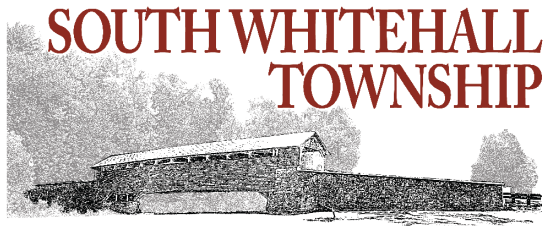
- Meeting attendees included Commissioners Brad Osborne and David Kennedy, Ron Bittner (Girard Pension Services), Jeff Meyers (Conrad Siegel Actuaries), and Scott Blissman (Eckert Seamans).
- Finance Director Tricia Dickert and Township Manager Petrucci were pleased to report that the Township has already met its obligation for funding the defined contribution pension plans (office and public works) based upon a review of the actual compensation of the relevant plan participants. \$162,150.70 in defined contributions was required for 2022 for South Whitehall Township. The Township already prepaid a total of \$169,538.00. Factoring in forfeiture funds that were available due to voluntary terminations, the Township will receive back \$31,495.77. These funds will be deposited into the General Fund.
- The performance report as of 12/31/2022 prepared by Girard Pension Services was reviewed. Said report is enclosed for reference.
- The next actuarial valuation will be calculated as of 1/1/2023.
- Commissioner Osborne had asked for a comparison of the rate of return realized by each pension plan versus their respective benchmarks. Said report is provided below:

As of 12/31/2022 <sup>4</sup>

Name	Ending Value
✓ South Whitehall Township	36,931,641.39
> 925205445 - South Whitehall Office Employees Class Blended Benchmark	8,949,089.01
> 925205430 - South Whitehall Public Works Class Blended Benchmark	9,446,477.97
> 925205440 - South Whitehall Police Class Blended Benchmark	15,314,370.12
> 925210016 - South Whitehall Thrift Savings Class Blended Benchmark	3,221,704.29

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

N/A



**MEMORANDUM FOR  
AGENDA ITEMS**

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Tom Petrucci, Township Manager
<b>DATE:</b>	February 10, 2023
<b>SUBJECT:</b>	<b>Direction/Discussion-</b> South Whitehall Township Appointment Policy for Advisory Boards, Committees, Commissions and Councils
<b>COPY TO:</b>	H. Bender; D. Manhardt; G. Addams; T. Fehnel

- **Action Requested:**

The Board of Commissioners adopted the above-referenced policy during its Wednesday, February 1, 2023 public regular meeting. The first interview to take place after the adoption of the policy occurred on Monday, February 6, 2023 at 5:00 PM.

Following this interview, I am respectfully requesting the feedback of the Board of Commissioners as to whether any aspect of the policy (including the interview process) needs to be revised/amended.

- **Background Information:**

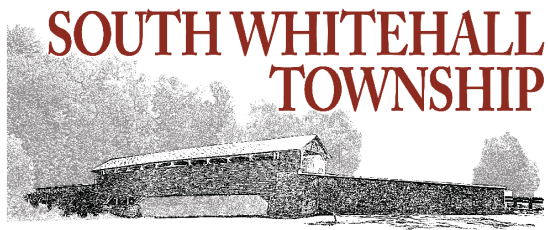
An executive summary of the key provisions of the adopted policy is provided as follows:

1. Provides for maintaining a database of current members of appointed Boards, Committees, Commissions and Councils (referred to as “Citizen Boards” for ease of reference.
2. Provides for maintaining a database of applicants to Citizen Boards.
3. Establishes the notification process for expiring and/or vacant Citizen Board positions on an annual basis.
4. Establishes that all expiring and/or vacant Citizen Board positions will be advertised for notice of availability in order to promote the principle of inclusion and afford opportunities to other potential applicants.
5. Clarifies that incumbent members of Citizen Boards will be required to interview before the Board of Commissioners.
6. Confirms that all interviews of applicants will be conducted during public regular meetings of the Board and Commissioners, utilize a panel interview format and be conducted in accordance with the requirements of the Sunshine Law.

7. Establishes suggested minimum criteria for the selection, nomination and appointment of applicants.
  8. Provides for involvement of the Township Manager (and/or designee) and Chairpersons of each Citizen Board in the interview process. However, the Chairperson of each Citizen Board is limited in their participation during the interview process, as per the adopted policy.
- **Budget Line Item(s) (if applicable):** *Please indicate approved budget amount for specified project(s).*

N/A

Enclosure



**MEMORANDUM FOR  
AGENDA ITEMS**

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Gregg R. Adams, Planner
<b>DATE:</b>	February 8, 2023
<b>SUBJECT:</b>	Blue Barn Meadows Stage 1 Improvements Security Release Certification #4
<b>COPY TO:</b>	T. Petrucci, D. Manhardt, L. Harrier, H. Bender, M. Elias, J. Zator, Esq., J. Alderfer, Esq., A. Tallarida, S. Pidcock

- **Background Information:**

On December 6, 2006 the Board of Commissioners adopted Resolution No. 2006-47 approving a major subdivision plan entitled “BLUE BARN MEADOWS”. The plan proposed to subdivide a 41.6708-acre parcel located at 1491 Blue Barn Road into 211 lots for eight single family detached dwellings, 199 townhouses, a 2.008-acre recreation area, a 16,817 square foot tot lot, and two stormwater detention basins. The project was idle until 2013, when a revised plan was proposed. On December 17, 2014, the Board of Commissioners was persuaded that the 2013 redesign of the plan increasing the unit total from 211 to 217 was de minimus and approved a motion to allow the “BLUE BARN MEADOWS” plan to proceed under the “old zoning ordinance”, that is, the Zoning Ordinance in effect on December 20, 2002. The developer now proposes to build and financially secure the plan in three stages. This proposal is reflected on preliminary/final plans prepared by Martin, Bradbury, and Griffith, Incorporated, entitled “BLUE BARN MEADOWS DEVELOPMENT PLAN, STAGE 1”, dated February 4, 2005, and last revised January 17, 2017.

The project was approved by the Board of Commissioners at their February 1, 2017 meeting through Resolution 2017-15. The applicant has secured \$4,194,607.85 in improvements. The applicant has completed a significant amount of the required improvements and has requested a release of security for the completed improvements. The Township Engineer’s office and staff conducted inspections to confirm and document the construction of the required improvements and are authorizing the release of \$156,947.74. The detailed documentation supporting the release is shown in the attached Security Release Certification.

- **Action Requested:**

Discussion Item

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

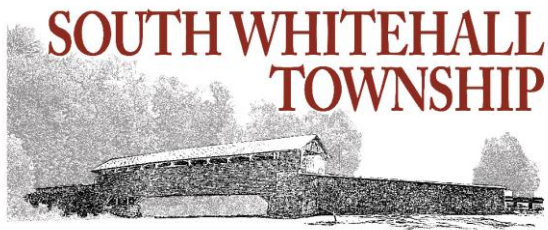
Not applicable.

- **Attachments:**

Township Engineer’s Stage 1 Improvements Security Release Certification #4







**MEMORANDUM FOR  
AGENDA ITEMS**

<b>To:</b>	Board of Commissioners
<b>FROM:</b>	Gregg R. Adams, Planner
<b>DATE:</b>	February 8, 2023
<b>SUBJECT:</b>	Blue Barn Meadows Stage 2 Improvements Security Release Certification #4
<b>COPY TO:</b>	T. Petrucci, D. Manhardt, L. Harrier, H. Bender, M. Elias, J. Zator, Esq., J. Alderfer, Esq., A. Tallarida, S. Pidcock

- **Background Information:**

The application to further develop the property located at 1491 Blue Barn Road. The Stage 2 plan proposes the construction of 47 townhouse dwelling units and approximately 1,300 linear feet of new roadway. Also included is a 2.0008-acre parcel to be dedicated to the Township as prime open space. The project covers approximately 6.5 acres of the 114.6-acre property. The subject property is zoned R-5 Medium Density Residential and R-10 High Density Residential. The owner and applicant is Posocco Equities.

The project was approved by the Board of Commissioners at their January 17, 2018 meeting through Resolution 2018-11. The plan was recorded on July 11, 2018 and construction commenced shortly afterward. The applicant has secured \$1,574,212.40 in improvements. The applicant has completed a significant amount of the required improvements and has requested a release of security for the completed improvements. The Township Engineer’s office and staff conducted inspections to confirm and document the construction of the required improvements and are authorizing the release of \$75,823.00. The detailed documentation supporting the release is shown in the attached Security Release Certification.

- **Action Requested:**

Discussion Item

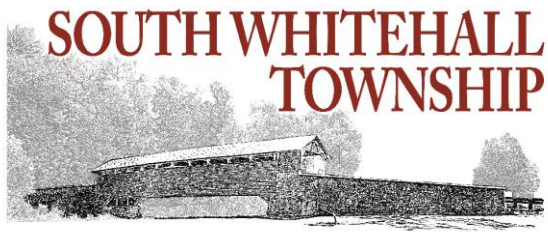
- **Budget Line Item (if applicable):**

Not applicable.

- **Attachments:**

Township Engineer’s Stage 2 Improvements Security Release Certification #4





**MEMORANDUM FOR  
AGENDA ITEMS**

<b>TO:</b>	Board of Commissioners
<b>FROM:</b>	Gregg R. Adams, Planner
<b>DATE:</b>	February 8, 2023
<b>SUBJECT:</b>	Blue Barn Meadows Stage 3 Improvements Security Release Certification #2
<b>COPY TO:</b>	T. Petrucci, D. Manhardt, L. Harrier, H. Bender, M. Elias, J. Zator, Esq., J. Alderfer, Esq., A. Tallarida, S. Pidcock

- **Background Information:**

The application to further develop the property located at 1491 Blue Barn Road. The Stage 3 plan proposes the construction of 69 townhouse dwelling units, a 17-space parking lot and approximately 1,280 linear feet of new roadway. The plan also includes an adjustment to Lot 170 (in Stage I) along its northern property line. The project covers approximately 8.9 acres of the 41.6-acre property. The subject property is zoned R-5 Medium Density Residential and R-10 High Density Residential. The owner and applicant is Posocco Equities.

The project was approved by the Board of Commissioners at their February 1, 2017 meeting through Resolution 2019-68. The plan was recorded on November 20, 2020 and construction commenced shortly afterward. The applicant has secured \$1,366,113.99 in improvements. The applicant has completed a significant amount of the required improvements and has requested a release of security for the completed improvements. The Township Engineer’s office and staff conducted inspections to confirm and document the construction of the required improvements and are authorizing the release of \$159,672.06. The detailed documentation supporting the release is shown in the attached Security Release Certification.

- **Action Requested:**

Discussion Item

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

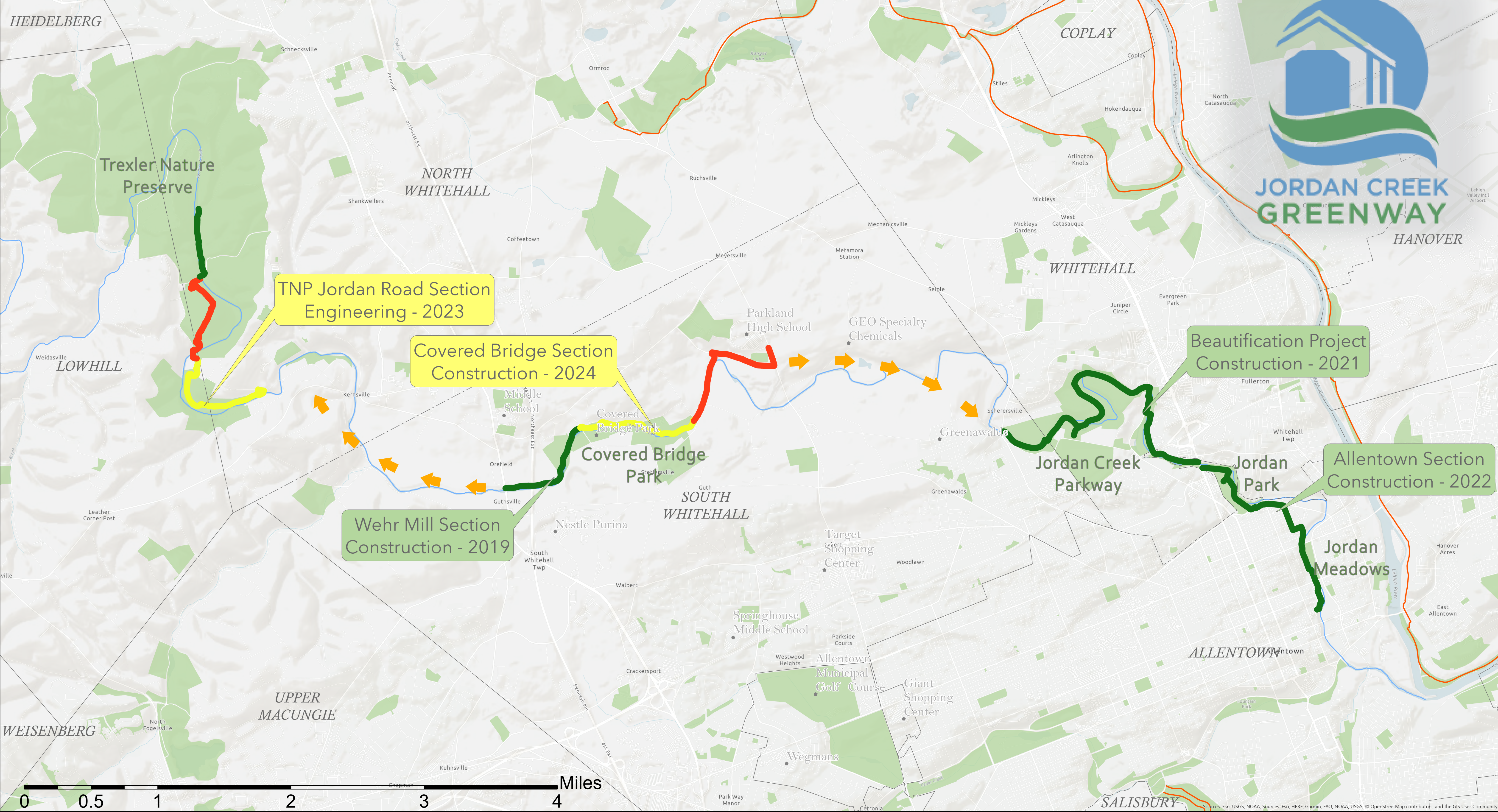
Not applicable.

- **Attachments:**

Township Engineer’s Stage 3 Improvements Security Release Certification #2







- Jordan Creek
- THE LINK Trails
- Municipal Boundaries
- Parks
- Trail Segments**
- Design Phase
- Engineering Phase
- Complete

# Jordan Creek Greenway Project Status Map 2023

