

Wednesday, April 17, 2024 Board of Commissioners Meeting – 7:00 PM

1. CALL TO ORDER

A. Roll Call

2. PLEDGE OF ALLEGIANCE

3. ANNOUNCEMENTS

- A. All public sessions of the South Whitehall Township Board of Commissioners are electronically recorded, filed, and posted on the Township's Website for Public Access.
- B. Public /Virtual Meeting Rules
- C. Board of Commissioners Met in Executive Session on the following dates to discuss Legal/Personnel Matters: April 10th and April 17, 2024.

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

5. PRESENTATIONS

A. Financial Summary Report - Tricia Dickert, Director of Finance

6. MINUTES

- A. April 3, 2024 Board of Commissioners Meeting Minutes
 - Motion to approve minutes as presented.

7. ORDINANCES

8. RESOLUTIONS

- A. A Resolution Appointing Phillip Ingram as a Regular Member to the South Whitehall Township Civil Service Commission
 - Motion to adopt resolution appointing Phillip Ingram as a regular member to the SWT CSC.
- B. A Resolution Appointing Shoukat Mughal as a Regular Member to the South Whitehall Township Civil Service Commission.
 - Motion to adopt resolution appointing Shoukat Mughal as a regular member to the SWT CSC.
- C. Resolutions for SR 0309 & SR 1002 (Tilghman Street) Interchange Project.
 - Sidewalk Maintenance Agreement

- Roadway Lighting Agreement
- Interconnect with UMT, COA & SWT Agreement
 - Motion to adopt said resolution approving a Sidewalk Maintenance Agreement between SWT & PennDOT for the SR 0309 and SR 1002 (Tilghman Street) Interchange Project
 - Motion to adopt said resolution approving a Roadway Lighting Agreement between SWT & PennDOT for the SR 0309 and SR 1002 (Tilghman Street) Interchange Project.
 - Motion to adopt said resolution approving a Cooperative Memorandum of Agreement between COA, SWT
 UMT for the multi-jurisdictional signal system that is a part of the SR 0309 and SR 1002 (Tilghman Street) Interchange Project
- D. A Resolution of the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania, Authorizing the Township Manager to Execute a Professional Services Contract with Landstudies for a Feasibility Assessment and Concept Plan Development for the Jordan Creek at Covered Bridge Park.
 - Motion to adopt said resolution authorizing Township Manager to execute Professional Services Contract with Landstudies for a feasibility assessment and concept plan development for the Jordan Creek at CBP.
- E. A Resolution of the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania, Authorizing the Township Manager to Execute a Settlement Agreement with Chabad Lubavitch of the Lehigh Valley, Inc.
 - Motion to adopt resolution authorizing the execution of said settlement agreement.
- F. A Resolution Extending the Conditional Preliminary/Final Approval to a Major Plan Entitled "1670 Church Road Padda Property LLC".
 - Motion to adopt resolution granting a six month (180 day) extension of the P/F Plan regarding "1670 Church Road Pradda Property LLC".
- G. A Resolution Granting Preliminary/Final Approval To A Major Plan Entitled "Nestle Purina Allentown PA Facility New Municipal Water Service"
 - Motion to adopt resolution granting P/F Plan approval to a major plan "Nestle Purina Allentown PA Facility New Municipal Water Service".
- H. A Resolution of the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania, Authorizing the Township Manager to Execute a Professional Services Contract with the Pennsylvania Chiefs of Police Association for an Executive Search for the Position of Chief of Police of the South Whitehall Township Police Department.
 - Motion to adopt said resolution authorizing the execution of a professional services contract with the PA Chiefs of Police Association for an executive search for position of Chief of Police for SWT-PD.
- I. Proceed to 9-A, followed by 8-I. A Resolution Extending a Conditional Offer of Employment for Entry-Level Position of Patrol Officer in the Township's Police Department to Applicant #76055, Conditioned Upon the Individual Satisfactorily Completing the Background Investigation, Polygraph Examination, Medical Examination, and Psychological Examination to Confirm their Fitness for Duty.
 - Motion to adopt resolution extending a conditional offer of employment to Applicant #76055.

9. MOTIONS

- A. Motion to Proceed with Adoption of the Civil Service Promotional List for Entry-Level Position of Patrol Officer in the South Whitehall Township Police Department.
- B. Motion to Proceed with Capital Purchase (Vehicle Replacements) for South Whitehall Township Police Department.
 - Motion to approve the purchase of the 3 Chevrolet Tahoe's from Whitmoyer Auto Group.
- C. Motion to Proceed with Capital Purchase (rifles and associated equipment) for South Whitehall Township Police Department
- D. Motion to Proceed with Request for Proposal for Zoning Consultant for Jordan Valley Open Space Zoning Overaly

10. CORRESPONDENCE AND INFORMATION ITEMS

A. Boards and Commissions - Informational Items / Vacancies

11. DIRECTION/DISCUSSION ITEMS

A. ArcGIS Urban System - Presentation/Discussion

12. OLD BUSINESS

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

14. MOTION TO AUTHORIZE PAYMENT OF INVOICES & DISBURSEMENTS

A. Invoices and Disbursements

15. EXECUTIVE SESSION

A. Scheduled Accordingly.

16. ADJOURNMENT

A. Motion to Adjourn.



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Finance

ITEM TYPE: Presentation

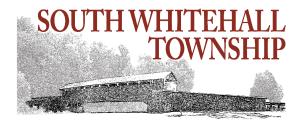
AGENDA SECTION: PRESENTATIONS

SUBJECT: Financial Summary Report - Tricia Dickert, Director of Finance

SUGGESTED ACTION:

ATTACHMENTS:

4.12.2024 - IOM from KB to BOC re-Finacial Update.pdf



MEMORANDUM FOR AGENDA ITEMS

То:	Board of Commissioners
FROM:	Kristin Blahnik, Financial Reporting & Fund Balance Specialist
DATE:	April 12, 2024
SUBJECT:	March 2024 Financial Review YTD
COPY To: T. Petrucci, H. Bender, T. Dickert	

General Fund:

	<u>Budget</u>	<u>Actual</u>	<u>% Budget</u>
Revenue:	\$19,788,338	\$2,316,738.52	11.7%
Expense:	\$20,156,380	\$3,771,147.34	25.7%
Net:	(\$368,042)	(\$1,454,408.82)	

^{*}Please note the 2024 Expense Budget amount includes the 2023 Rollover Pos.

Fire Tax Fund:

	<u>Budget</u>	<u>Actual</u>	<u>% Budget</u>
Revenue:	\$1,372,000	\$18,155.83	1.3%
Expense:	\$1,372,000	<u>\$155,258.77</u>	11.3%
Net:	\$0	(\$137,102.94)	

Water Fund:

	<u>Budget</u>	<u>Actual</u>	<u>% Budget</u>
Revenue:	\$4,870,500	\$1,149,239.49	23.6%
Expense:	\$5,207,308	\$707,743.24	13.6%
Net:	(\$336,808)	\$441,496.25	

^{*}Please note the 2024 Expense Budget amount includes the 2023 Rollover Pos.

Sewer Fund:

	<u>Budget</u>	<u>Actual</u>	% Budget
Revenue:	\$4,169,258	\$890,345.28	21.4%
Expense:	\$4,500,290	<u>\$790,304.26</u>	17.6%
Net·	(\$331.032)	\$100.041.02	

^{*}Please note the 2024 Expense Budget amount includes the 2023 Rollover Pos.

Refuse/Recycling Fund:

	<u>Budget</u>	<u>Actual</u>	% Budget
Revenue:	\$5,022,240	\$1,263,999.73	25.2%
Expense:	\$4,815,132	\$1,149,647.09	23.9%
Net·	\$207 108	\$114 352 64	

^{*}Please note the 2024 Expense Budget amount includes the 2023 Rollover Pos.

Capital Fund:

	<u>Budget</u>	<u>Actual</u>	<u>% Budget</u>
Revenue:	\$4,888,473	\$23,134.00	0.47%
Expense:	\$6,121,25 <u>9</u>	\$89,873.19	1.5%
Net·	(\$1 232 786)	(\$66 739 19)	

Net: (\$1,232,786) (\$66,739.19)

State Highway Aid Fund:

	<u>Budget</u>	<u>Actual</u>	% Budget
Revenue:	\$726,270	\$728,633.92	100.3%
Expense:	<u>\$875,864</u>	\$188,272.4 <u>9</u>	21.5%
Net:	(\$149,594)	\$540,361.43	

^{*}Please note the 2024 Expense Budget amount includes the 2023 Rollover Pos.

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Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Administration

ITEM TYPE: Minutes

AGENDA SECTION: MINUTES

SUBJECT: April 3, 2024 - Board of Commissioners Meeting Minutes

SUGGESTED ACTION: • Motion to approve minutes as presented.

ATTACHMENTS:



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Administration

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS

SUBJECT: A Resolution Appointing Phillip Ingram as a Regular Member to the

South Whitehall Township Civil Service Commission

SUGGESTED ACTION:• Motion to adopt resolution appointing Phillip Ingram as a regular

member to the SWT CSC.

ATTACHMENTS:

Memorandum- Civil Service Commission Appointments.pdf 2024.04.17 BOC - Resolution 2024-__ - Appointing Phillip Ingram to CSC as Regular Member.pdf



MEMORANDUM FOR AGENDA ITEMS

To:	Board of Commissioners
FROM:	Tom Petrucci, Township Manager
DATE:	April 11, 2024
SUBJECT:	Approval of Resolutions: Civil Service Commission Appointments
Сору То:	S. Brown; T. Fehnel

• Background Information:

Upon review of relevant Township records, the Civil Service Commission is comprised of one (1) regular member (Vinny Quinn, term expiring July 31, 2025) and three (3) alternates (Shoukat Mughal, term expiring October 19, 2028, Philip Ingram, term expiring July 31, 2025 and Adeel Ahmad, term expiring May 17, 2029).

As per the Civil Service Commission Rules, the alternate members have the same authority as regular members to ensure that the Civil Service Commission may hold a quorum and conduct official business of the Civil Service Commission. However, administratively, it is prudent to now move two (2) alternates to primary positions. This action will also create two (2) vacancies in the alternate positions.

Accordingly, the Police Department and Township Manager are requesting the following:

- 1. Appoint Shoukat Mughal to a regular member term expiring December 31, 2027.
- 2. Appoint Phillip Ingram to a regular member term expiring December 31, 2029.

In this way, the Civil Service Commission will be comprised of three (3) regular members with staggered terms ending in 2025, 2027 and 2029. There will be one (1) alternate member, who is Adeel Ahmand, and two (2) alternate vacancies.

• Action Requested:

Approval of the following two (2) Resolutions:

- 1. A RESOLUTION APPOINTING SHOUKAT MUGHAL AS A REGULAR MEMBER TO THE SOUTH WHITEHALL TOWNSHIP CIVIL SERVICE COMMISSION
- 2. A RESOLUTION APPOINTING PHILLIP INGRAM AS A REGULAR MEMBER TO THE SOUTH WHITEHALL TOWNSHIP CIVIL SERVICE COMMISSION

•	Budget Line Item(s) (if applicable):	Please indicate approved budget a	mount for specified
	project(s).		

N/A

SOUTH WHITEHALL TOWNSHIP LEHIGH COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024-___ (Duly Adopted April 17, 2024)

A RESOLUTION APPOINTING PHILLIP INGRAM AS A REGULAR MEMBER TO THE SOUTH WHITEHALL TOWNSHIP CIVIL SERVICE COMMISSION

WHEREAS, the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, are cognizant of a vacancy on the South Whitehall Township Civil Service Commission; and

WHEREAS, Mr. Phillip Ingram has acknowledged his willingness to serve as a regular member on the South Whitehall Township Civil Service Commission.

NOW, THEREFORE, BE IT RESOLVED that Mr. Phillip Ingram, 3936 Walbert Avenue, Allentown, Lehigh County, Pennsylvania, be appointed as a regular member to the South Whitehall Township Civil Service Commission, said appointment terminating December 31, 2029, or until a successor shall have been appointed.

DULY ADOPTED this **17**th day of **April 2024**, by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

	TOWNSHIP OF SOUTH WHITEHALL BOARD OF COMMISSIONERS
	Diane Kelly, President
ATTEST:	
	<u> </u>



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Administration

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS

SUBJECT: A Resolution Appointing Shoukat Mughal as a Regular Member to

the South Whitehall Township Civil Service Commission.

SUGGESTED ACTION:• Motion to adopt resolution appointing Shoukat Mughal as a regular

member to the SWT CSC.

ATTACHMENTS:

Memorandum- Civil Service Commission Appointments.pdf 2024.04.17 BOC - Resolution 2024-__ - Appointing Shoukat Mughal, as a Regular Member to CSC.pdf



MEMORANDUM FOR AGENDA ITEMS

То:	Board of Commissioners
FROM:	Tom Petrucci, Township Manager
DATE:	April 11, 2024
SUBJECT:	Approval of Resolutions: Civil Service Commission Appointments
Сору То:	S. Brown; T. Fehnel

• Background Information:

Upon review of relevant Township records, the Civil Service Commission is comprised of one (1) regular member (Vinny Quinn, term expiring July 31, 2025) and three (3) alternates (Shoukat Mughal, term expiring October 19, 2028, Philip Ingram, term expiring July 31, 2025 and Adeel Ahmad, term expiring May 17, 2029).

As per the Civil Service Commission Rules, the alternate members have the same authority as regular members to ensure that the Civil Service Commission may hold a quorum and conduct official business of the Civil Service Commission. However, administratively, it is prudent to now move two (2) alternates to primary positions. This action will also create two (2) vacancies in the alternate positions.

Accordingly, the Police Department and Township Manager are requesting the following:

- 1. Appoint Shoukat Mughal to a regular member term expiring December 31, 2027.
- 2. Appoint Phillip Ingram to a regular member term expiring December 31, 2029.

In this way, the Civil Service Commission will be comprised of three (3) regular members with staggered terms ending in 2025, 2027 and 2029. There will be one (1) alternate member, who is Adeel Ahmand, and two (2) alternate vacancies.

• Action Requested:

Approval of the following two (2) Resolutions:

- 1. A RESOLUTION APPOINTING SHOUKAT MUGHAL AS A REGULAR MEMBER TO THE SOUTH WHITEHALL TOWNSHIP CIVIL SERVICE COMMISSION
- 2. A RESOLUTION APPOINTING PHILLIP INGRAM AS A REGULAR MEMBER TO THE SOUTH WHITEHALL TOWNSHIP CIVIL SERVICE COMMISSION

•	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. 2024-___ (Duly Adopted April 17, 2024)

A RESOLUTION APPOINTING SHOUKAT MUGHAL AS A REGULAR MEMBER TO THE SOUTH WHITEHALL TOWNSHIP CIVIL SERVICE COMMISSION

WHEREAS, the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, are cognizant of a vacancy on the South Whitehall Township Civil Service Commission; and

WHEREAS, Mr. Shoukat Mughal has acknowledged his willingness to serve as a regular member on the South Whitehall Township Civil Service Commission.

NOW, THEREFORE, BE IT RESOLVED that Shoukat Mughal, 1327 Cornell Road, Allentown, Lehigh County, Pennsylvania, be appointed as a regular member to the South Whitehall Township Civil Service Commission, said appointment terminating December 31, 2027, or until a successor shall have been appointed.

DULY ADOPTED this **17**th day of **April 2024**, by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

	TOWNSHIP OF SOUTH WHITEHALL BOARD OF COMMISSIONERS
	Diane Kelly, President
ATTEST:	
Tricia Dickert, Township Secretary	<u> </u>



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Community Development

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS

SUBJECT: Resolutions for SR 0309 & SR 1002 (Tilghman Street) Interchange

Project.

Sidewalk Maintenance Agreement

• Roadway Lighting Agreement

• Interconnect with UMT, COA & SWT Agreement

Motion to adopt said resolution approving a Sidewalk
 Maintenance Agreement between SWT & PennDOT for the SR
 0309 and SR 1002 (Tilghman Street) Interchange Project

Motion to adopt said resolution approving a Roadway
 Lighting Agreement between SWT & PennDOT for the SR 0309 and
 SR 1002 (Tilghman Street) Interchange Project.

Motion to adopt said resolution approving a Cooperative
 Memorandum of Agreement between COA, SWT & UMT for the
 multi-jurisdictional signal system that is a part of the SR 0309 and
 SR 1002 (Tilghman Street) Interchange Project

SUGGESTED ACTION:

ATTACHMENTS:

Memorandum for Sidewalk and Lighting Agreements- 309 Highway Improvement Project.pdf

Resolution for Interchange Sidewalk Agreement.pdf

Exhibit A- Sidewalk Installation Plan.pdf

Exhibit B- SR 309-12M Sidewalk Maintenance Agreement.pdf

Resolution for Interchange Lighting Agreement.pdf

Exhibit A 96432 FHL Permanent Highway Lighting Plan- Correct.pdf

Exhibit B- SR309-12M Roadway Lighting Agreement.pdf

Memorandum for Interconnect of Signalized Intersections- 309 Interchange Highway Improvement

Project.pdf

Resolution for Interchange Interconnect.pdf



MEMORANDUM FOR AGENDA ITEMS

То:	Board of Commissioners	
FROM:	Tom Petrucci, Township Manager	
DATE:	April 10, 2024	
SUBJECT:	Approval of Two (2) Resolutions for SR 0309 & SR 1002 (Tilghman Street)	
	Interchange Project: 1). Resolution Approving Sidewalk Maintenance Agreement;	
	2). Resolution Approving Roadway Lighting Agreement	
COPY TO:	H. Bender; J. Alderfer; D. Manhardt; T. Fehnel	

• Background Information:

As part of the SR 0309 & SR 1002 (Tilghman Street) Interchange Project, PennDOT is installing new lighting and sidewalks that require acknowledgement of the associated maintenance responsibilities of the improvements.

Upon receipt of these draft agreements, which are enclosed, Township management engaged in a series of conference calls and communication exchanges in order to understand the responsibilities of the Township. A summary of the key points of those exchanges is provided below for reference:

Sidewalk Maintenance Agreement:

1. Please confirm whether the sidewalk is on private property or will be in PennDOT ROW. This response then guides how we approach this matter overall.

Response: Please reference the curb ramp sidewalk plan (attached). The plans show most of the sidewalks to be installed outside of PennDOT's Right of Way. The Department has agreed to install the sidewalks with the agreement that upon completion, maintenance responsibility is to be turned over to the Township.

2. There is nothing in the agreement that conveys the sidewalk over to the Township fee simple. Kindly confirm.

Response: As discussed, sidewalks were previously requested by the Township to be installed. The Department agreed to cover the cost of installation. The agreement is for turning over maintenance responsibility over to the Township/municipality.

3. If the sidewalk is not in the PennDOT ROW, then an ordinance should be adopted by the Township to specifically call out the areas associated with this project and require the adjacent property owners to maintain the area. This is also set forth in section 4E of the Agreement.

Response: The department feels that this is a Township/Municipality preference.

4. If the Township submits the HOP and the sidewalk is destroyed subsequently for whatever reason (or due to construction), what remedy would either the Township or the property owner, as applicable have in the event of that scenario occurring?

Response: Ownership/responsibility of the sidewalk occurs at the completion of the sidewalk installation. HOP would need to be submitted by the owner of the sidewalk for future maintenance or construction proposed by the municipality/township/property owner.

Roadway Lighting Agreement:

1. How do the lighting levels compare in the proposed condition to those in the existing condition?

Response: There is no existing interchange lighting currently. The proposed lighting is designed to PennDOT and AASHTO standards. The proposed interchange lighting is considered to be partial interchange lighting and provides lighting at all the conflict points within the interchange as well as at the intersections. This lighting will significantly enhance safety within the interchange.

2. How many light fixtures are proposed as part of the project?

Response: There are 41 proposed lights on the project. Lighting consists of 34 new pole mounted lights, 4 lights attached to utility poles and 3 on signal poles. Within the project limits there are 2 existing utility pole mounted lights at the intersections and there are no existing lights at the ramps.

3. Can the Department provide an estimate of light fixture components.

Response: The items below are included in the project for highway lighting with the estimated unit price for each component. These are items that could require replacement or repair during the life span of the system. Unit prices include installation.

- Lighting Poles \$4,000
- Pole Foundation \$1.400
- LED Luminaires \$1,100

TOTAL for each unit-\$6,500.00

NOTE- As per Township records, the estimated electrical costs for each street light pole are approximately \$250.00 per year.

4. The Township does not have the capacity to maintain the lighting proposed on the ramps of the interchange and 309 itself. This is where it is unclear to the Township how we would maintain them. Is there a way for PennDOT to maintain the lights identified in these sections?

Response: The Township would only be responsible for maintaining the lights at the signalized intersections for the highlighted sections of the enclosed plans (Highway Lighting Plan).

NOTE- After contacting PennDOT, the Township was able to **minimize** the number of lights that were originally asked to be maintained by PennDOT (please note that PennDOT was originally asking the Township to maintain **all** lights).

5. The Lighting Agreement as submitted requires a Highway Occupancy Permit (HOP) to be submitted by the Township.

Response: The Township will not be required to undertake the complete HOP process for this project, as the lights are being installed by PennDOT.

• Conclusion(s):

- The enclosed Sidewalk Maintenance Agreement and the Roadway Lighting Agreement are standard PennDOT templates and are not able to be modified.
- Both the lighting and the sidewalk improvements are significant additional safety measures, with the installation costs borne by PennDOT.
- Should the Township accept the sidewalk installations for the sections that are not located in PennDOT ROW (and will be located on private property), an ordinance will be required pursuant to the First Class Township Code to assign the maintenance responsibilities to the relevant property owners. That action can occur separately from the approval of the Sidewalk Maintenance Agreement and is viewed by PennDOT as a matter of local concern.
- The Township is able to maintain the identified lighting improvements either through local personnel or contracted forces.

• Action Requested:

Approval of the following Resolutions:

- 1. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE **TOWNSHP OF SOUTH** WHITEHALL, LEHIGH COUNTY, COMMONWEALTH OF PENNSYLVANIA, APPROVING A SIDEWALK MAINTENANCE **AGREEMENT** BETWEEN SOUTH WHITEHALL **TOWNSHIP AND** THE **PENNSYLVANIA DEPARTMENT** TRANSPORTATION FOR THE SR 0309 AND SR 1002 (TILGHMAN STREET) INTERCHANGE PROJECT
- 2. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHP OF SOUTH WHITEHALL, LEHIGH COUNTY, COMMONWEALTH OF PENNSYLVANIA, APPROVING A ROADWAY LIGHTING AGREEMENT BETWEEN SOUTH WHITEHALL TOWNSHIP AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION FOR THE SR 0309 AND SR 1002 (TILGHMAN STREET) INTERCHANGE PROJECT
- <u>Budget Line Item(s) (if applicable)</u>: Please indicate approved budget amount for specified project(s).

SOUTH WHITEHALL TOWNSHIP LEHIGH COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024-XX

(Duly Adopted April 17, 2024)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHP OF SOUTH WHITEHALL, LEHIGH COUNTY, COMMONWEALTH OF PENNSYLVANIA, APPROVING A SIDEWALK MAINTENANCE AGREEMENT BETWEEN SOUTH WHITEHALL TOWNSHIP AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION FOR THE SR 0309 AND SR 1002 (TILGHMAN STREET) INTERCHANGE PROJECT

WHEREAS, the Commonwealth of Pennsylvania Department of Transportation (PennDOT) intends to install ground facilities improvements as part of the SR 0309 and SR 1002 (Tilghman Street) Interchange Project; and

WHEREAS, PennDOT, PennDOT shall, with its own forces or by contract, install sidewalk ground facilities in South Whitehall Township as part of the SR 0309 and SR 1002 (Tilghman Street) Interchange Project in accordance with plans prepared by PennDOT. Said plans are incorporated herein as though more fully set forth at length as Exhibit "A"; and

WHEREAS, in order to effectuate the installation of the sidewalk ground facilities, PennDOT requires the execution of a Sidewalk Maintenance Agreement between PennDOT and South Whitehall Township; said Sidewalk Maintenance Agreement is incorporated herein as though more fully set forth at length as Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of South Whitehall Township hereby adopts the following:

- 1. All "Whereas" clauses are incorporated herein as though more fully set forth at length.
- 2. The Board of Commissioners hereby approve the execution of the Sidewalk Maintenance Agreement (Exhibit "B") between South Whitehall Township and PennDOT.
- 3. The Township Manager of the Township of South Whitehall is hereby authorized and directed to execute on behalf of the Township of South Whitehall the Sidewalk Maintenance Agreement, which is attached hereto as Exhibit "B" and incorporated herein as though more fully set forth at length.

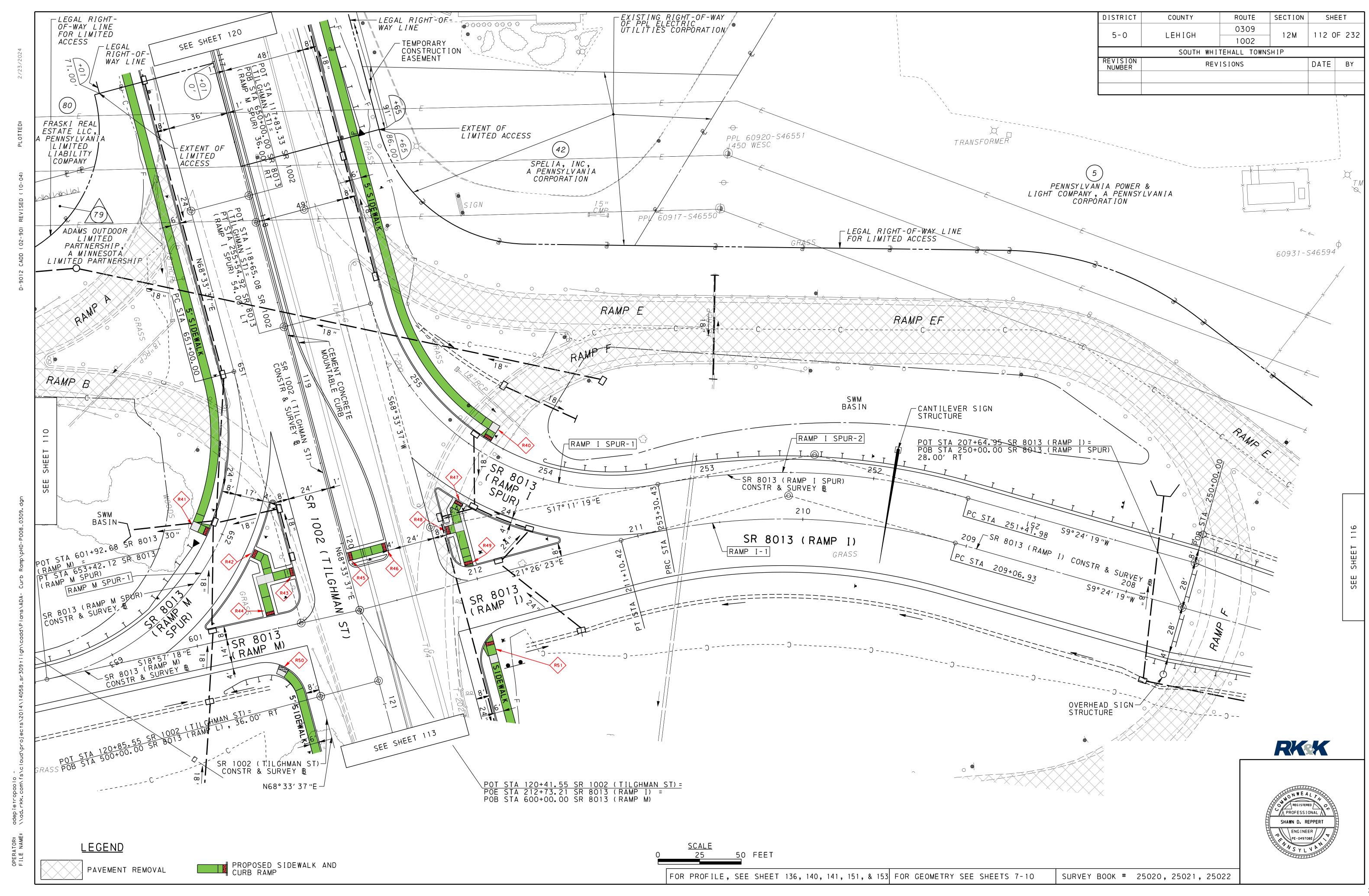
FURTHER RESOLVED, that all Resolutions or parts of Resolutions inconsistent with this Resolution are hereby repealed and superseded by this Resolution.

DULY ADOPTED this 17th day of April, 2024, 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.

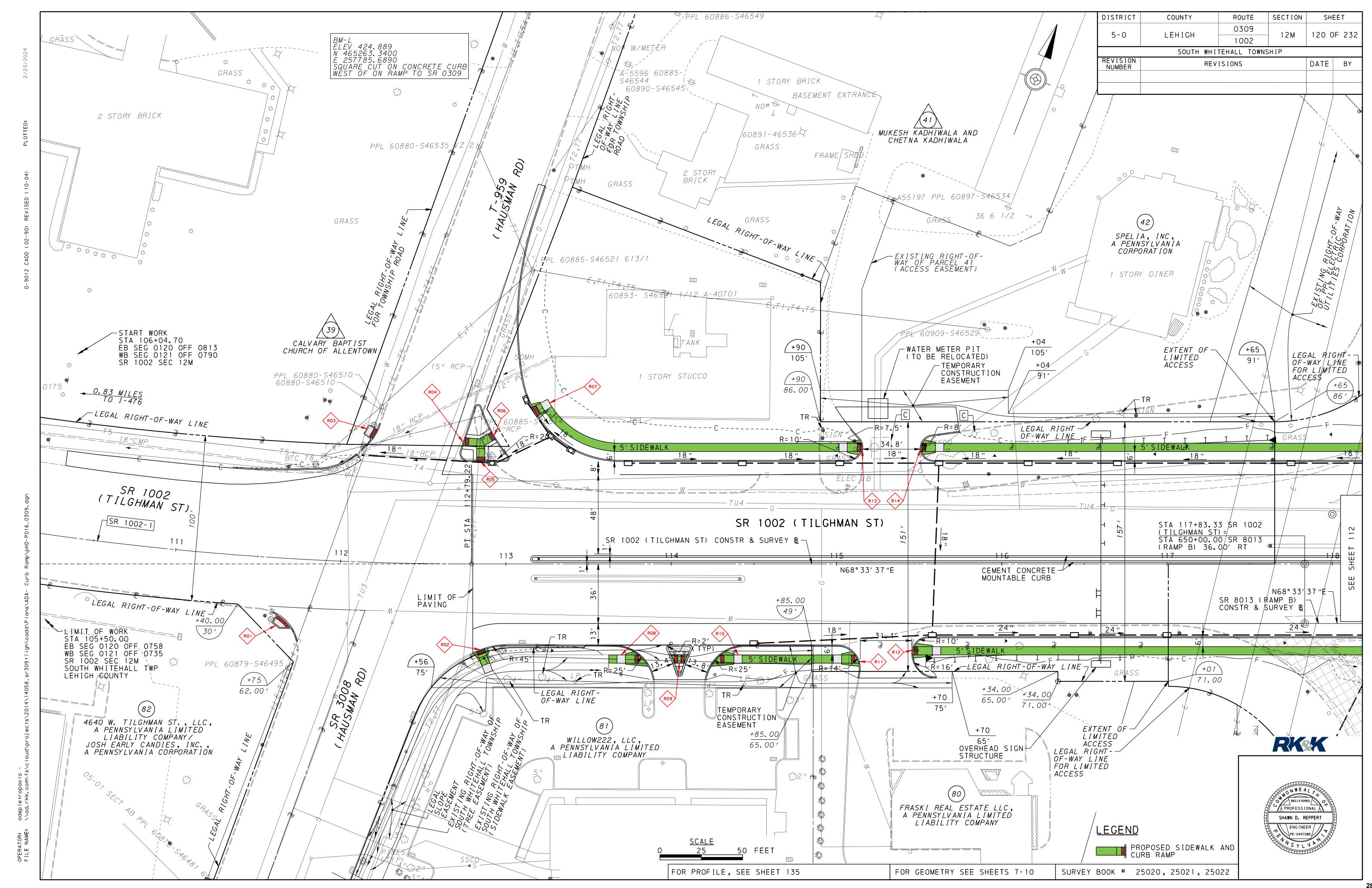
	TOWNSHIP OF SOUTH WHITEHALL BOARD OF COMMISSIONERS
ATTEST:	Diane Kelly, President
Tricia Dickert, Township Secretary	

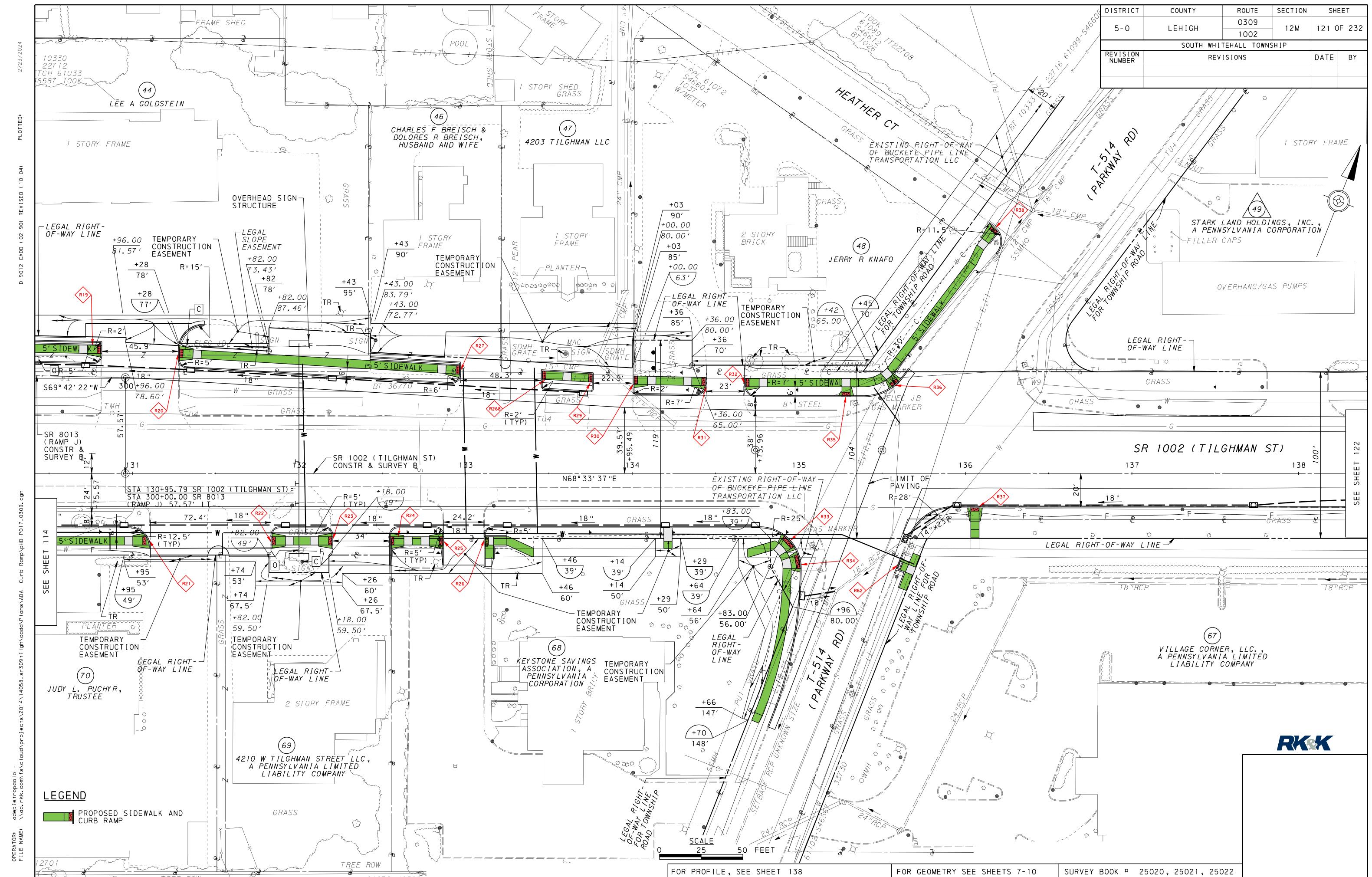
EXHIBIT "A"

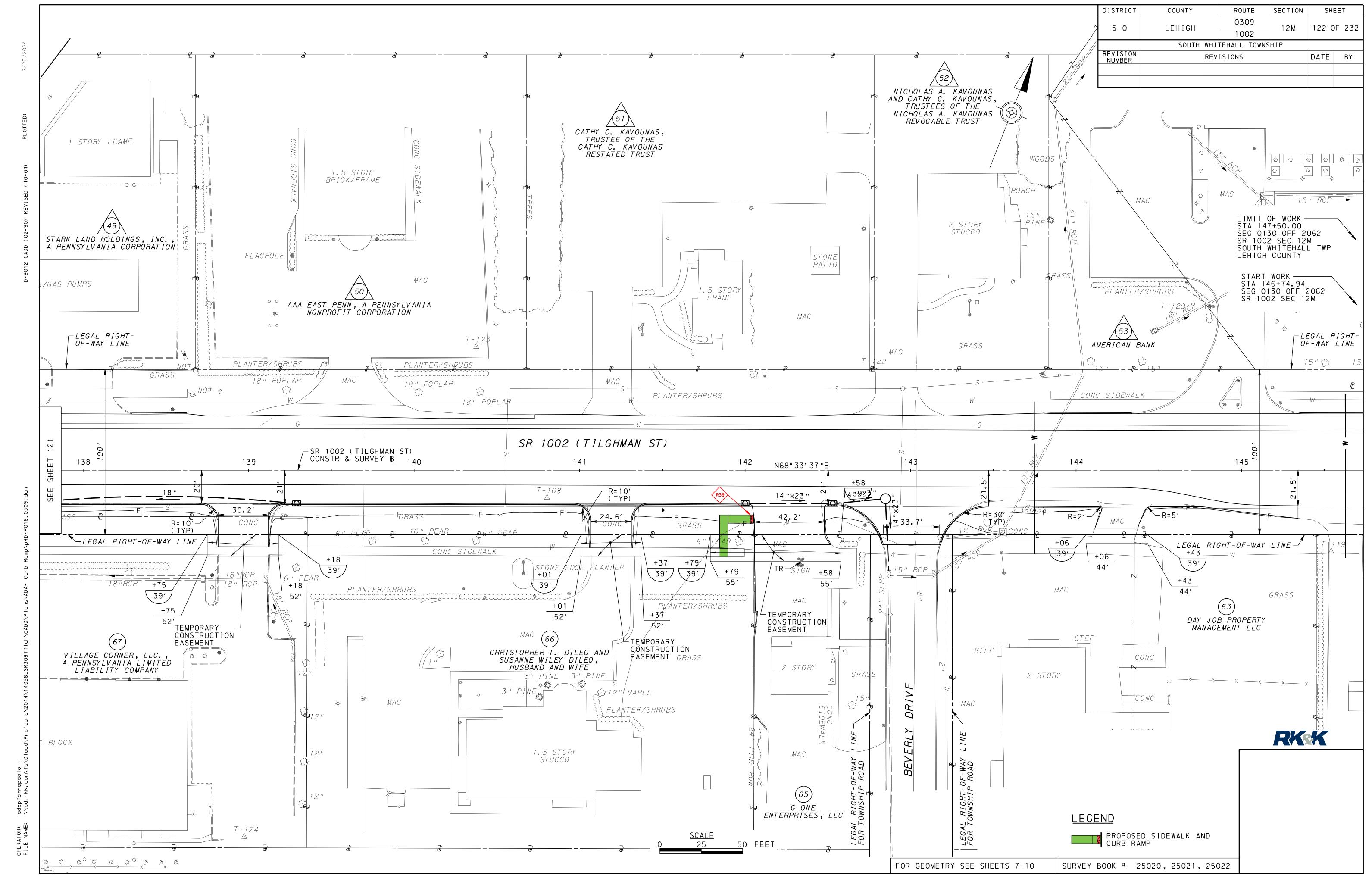
EXHIBIT "B"











County(ies): Lehigh Agreement #: 057595

Project Short

Title: SR 309-12M MPMS #: 96432

Project (SR &

Sec): SR 309-12M Federal ID #: 236000504

SIDEWALK MAINTENANCE AGREEMENT

This Sidewalk Maintenance Agreement is made between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of Transportation ("PennDOT")

and

South Whitehall Twp., of the Commonwealth of Pennsylvania ("Municipality").

PennDOT is authorized to cooperate with political subdivisions of the Commonwealth in the coordination of plans and policies for the development of ground facilities, and is authorized to enter into all necessary contacts and agreements with political subdivisions of the Commonwealth pursuant to Sections 2002(a)(7) and 2001.1 of the Administrative Code of 1929, as amended, 71 P.S. §§512(a)(7) and 511.1.

PennDOT and the Municipality recognize that new construction must be accessible and usable by persons with disabilities; that alterations to existing facilities, within the scope or limits of a project, must provide usability by persons with disabilities to the maximum extent feasible; that existing facilities that have not been altered must not deny access to persons with disabilities; and, that all alteration type projects such as reconstruction, milling, resurfacing, must assess pedestrian needs and improve or upgrade altered existing facilities to the latest ADA standards.

The parties, intending to be legally bound, agree as follows:

1. **Project Location.** PennDOT shall design and construct a project involving improvements at the locations shown below ("Project"). PennDOT has determined sidewalk is appropriate as part of the Project:

County	State Route	Beginning	Ending
		Segment/Offset	Segment/Offset
Lehigh	SR 1002 EB	0120/0758	0130/2062
Lehigh	SR 1002 WB	0121/0735	0130/2062

- 2. **Construction Plan.** PennDOT shall, with its own forces or by contract, install sidewalk in accordance with plans prepared by PennDOT. Such plans and installation shall comply with the Americans with Disabilities Act ("ADA"), as amended, and its related regulations, and in accordance the guidance set forth in PennDOT Publication 13M, Chapter 6, unless it is structurally impracticable to meet the requirements of the ADA and its related regulations, or there are insurmountable site or technical infeasibilities involved in the design or construction of the pedestrian facilities. Where existing such constraints limit the ability to fully meet the latest ADA standards, the improvements or upgrades must be done to provide access to the maximum extent feasible.
- 3. **Notice of Completion.** Upon completion of the Project by PennDOT or its contractors, PennDOT will send to the Municipality a written notice of completion.

4. **Maintenance.**

- a. **Scope.** All references to sidewalk in this agreement shall include curb ramps and blended transitions included as part of the Project.
- b. **Municipality to Maintain Sidewalk.** Upon receipt of the written notice of completion the Municipality shall, at its sole cost and expense, provide for year-round maintenance of the sidewalk(s).

- c. Level of Service. Sidewalk shall remain in operable working condition. The Municipality shall maintain those features of facilities and equipment required to be readily accessible to and usable by persons with disabilities in accordance with 28 CFR § 35.133. The Municipality shall adopt standards and practices ensuring the Municipality's day-to-day operations to keep the pedestrian path of travel open and usable for all persons, including those with disabilities, throughout the year (including snow and debris removal, and maintenance of accessible pedestrian walkways in work zones).
- d. **Service Interruptions.** While isolated or temporary interruptions in service or access due to maintenance or repairs may be allowed, the Municipality shall ensure reasonable alternative pedestrian access accommodations for long-term disruptions.
- e. **Municipal Sidewalk Ordinances.** The Municipality, by ordinance, may provide its sidewalk maintenance responsibilities under this agreement shall be performed by adjacent property owners.
- f. This provision is only applicable if the following box is checked: \Box

Retaining Walls. PennDOT shall be responsible for structural maintenance of retaining walls supporting the travelled portion of the state highway available to motor vehicles, and the Municipality shall be responsible for structural maintenance of retaining walls exclusively supporting or whose sole purpose is to support curbing, footways, and sidewalk. The Municipality, to the extent provide for by law, may provide this maintenance responsibility shall be performed by adjacent property owners.

g. This provision is only applicable if the following box is checked: □

Sidewalks on Bridge. PennDOT shall maintain the structural integrity and substructure of the pedestrian facilities to ensure structural integrity of the sidewalk. The Municipality shall remove snow and debris from the sidewalk to ensure the path of travel on pedestrian facilities on the bridge is open and usable

for all persons throughout the year. PennDOT and the Municipality shall also maintain accessible pedestrian walkways on bridges in their respective work zones and correct other disruptions each party may cause to such pedestrian walkways with only isolated or temporary disruptions in accessibility. Reasonable alternative pedestrian access accommodations shall be made for long-term disruptions. The Municipality, by ordinance, may provide its sidewalk maintenance responsibilities under this agreement be performed by abutting property owners.

- 5. **Liquid Fuels Funds.** If the Municipality fails to perform the terms, conditions, or provisions of this agreement, PennDOT may withhold the Municipality's Liquid Fuels Tax Fund Allocation to complete necessary work and reimburse PennDOT for the costs due.
- 6. **Notification of Required Action.** If PennDOT determines repair, maintenance, or other required action is necessary with respect to the sidewalk, PennDOT shall notify the Municipality in writing. The Municipality shall begin necessary work within five calendar days of receipt of PennDOT's notice. The Municipality or its contractor shall provide safeguards to protect the safety of the traveling public during the work (including work zone traffic control in accordance with PennDOT regulations and publications). The Municipality shall be responsible for promptly completing the necessary work, even if the general maintenance responsibility for the sidewalk has been delegated to adjacent property owners or other parties; however, if a municipal ordinance makes the adjacent property owners financially responsible for the cost of the work, nothing shall prevent the Municipality from seeking reimbursement from them. If the Municipality fails to commence necessary work within this five-day period or fails to prosecute the work diligently to completion, PennDOT may perform the repair, maintenance, or other necessary action at the Municipality's sole cost and expense.
- 7. **Failure to Make Payment.** Failure by the Municipality to pay PennDOT within 45 days of receipt of an invoice for work performed by PennDOT shall constitute a default. Payment shall be deemed made as follows, according to the manner chosen:
 - a. if made in person, when tendered;

- b. if made by electronic transfer, as provided by state and federal banking laws and regulations;
- c. if made by U.S. First Class Mail, postage prepaid, when posted; or
- d. if made by overnight delivery service having positive tracking, when picked up.
- 8. **Responsibility for Liability.** PennDOT shall pay for loss, liability, or expense, which arises out of or relates to PennDOT's acts or omissions with respect to its obligations under this agreement, where a final determination of liability on the part of PennDOT is established by a court of law or where settlement has been agreed to by PennDOT. This provision shall not be construed to limit PennDOT's rights, claims, or defenses which arise as a matter of law or pursuant to this agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or PennDOT. The Municipality shall pay for loss, liability, or expense, which arises out of or relates to the Municipality's acts or omissions with respect to its obligations under this agreement, where a final determination of liability on the part of the Municipality is established by a court of law or where settlement has been agreed to by the Municipality. This provision shall not be construed to limit the Municipality's rights, claims or defenses which arise as a matter of law or pursuant to this agreement. This provision shall not be construed to limit immunity or defense of the Municipality (including those under the Political Subdivision Tort Claims Act, 42 Pa.C.S. §§ 8541-8564).
- 9. **Resolutions and Ordinances.** The Municipality shall pass ordinances or resolutions as may be necessary to accomplish the purposes of this agreement.

10. **Term and Termination.**

a. **Term.** This Agreement shall continue in full force and effect indefinitely, unless terminated as provided in this Agreement. The effective date of this Agreement shall be the date this Agreement is fully executed by the Municipality and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.

- b. **Termination for Convenience of Non-Appropriation.** The parties may cancel or terminate this Agreement for convenience or non-appropriation until the date the Project is awarded, but not after that date. Each party shall bear the costs it incurred during the time this Agreement was in effect.
- c. **Termination for Cause.** This Agreement shall not terminate for cause unless the cause renders it void or otherwise unenforceable. If one party alleges an event of default has occurred resulting in termination, and the other party disputes whether a breach has occurred, then this Agreement shall not terminate until and unless the dispute is resolved and this Agreement is determined to be void or otherwise unenforceable.
- 11. **Amendments and Modifications.** No alterations or variations to this agreement shall be valid unless made in writing and signed by the parties. Amendments to this agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original agreement.
- 12. **Severability.** "The provisions of this agreement are severable. If any phrase, clause, sentence or provision of this agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and its applicability to any government, agency, person or circumstance is held invalid, the validity of the remainder of this agreement and its applicability to any government, agency, person or circumstance will not be affected.
- 13. **No Waiver.** Either party may elect not to enforce its rights and remedies under this agreement in the event of a breach by other parties of any term or condition of this agreement. In any event, the failure by either party to enforce its rights and remedies under this agreement may not be construed as a waiver of any subsequent breach of the same or any other term or condition of this agreement.
- 14. **Independence of the Parties.** Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the

Municipality and PennDOT, or as constituting PennDOT as the representative or general agent

of the Municipality.

15. Assignment. This agreement may not be assigned, either in whole or in part, without

PennDOT's written consent.

16. No Third-Party Beneficiary Rights. This agreement does not create or intend to confer

any rights in or on persons or entities not a party to this agreement.

17. **Notice.** All notices and reports arising out of, or from, the provisions of this agreement

must be in writing and given to the parties at the address provided under this agreement, either

by regular mail, e-mail, or delivery in person:

If to PennDOT:

Address: District Executive; Engineering District 5-0

1002 W. Hamilton Street; Allentown, PA 18101

Email: ckufro@pa.gov

If to Municipality:

Address: South Whitehall Township

4444 Walbert Ave., Allentown, PA 18104

Email: petruccit@southwhitehall.com

or to such other person or address as the parties may provide to each other in writing.

18. **Force Majeure.** Neither party will be liable for failure to perform under this agreement if

such failure to perform arises out of causes beyond the control and without the fault or negligence

of the nonperforming party. Such causes may include, but are not limited to, acts of God or the

public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually

severe weather. This provision will become effective only if the party failing to perform

immediately notifies the other party of the extent and nature of the problem, limits delay in

performance to that required by the event and takes all reasonable steps to minimize delays. This

provision will not be effective unless the failure to perform is beyond the control and without the

fault or negligence of the nonperforming party.

37

19. **Integration and Merger.** The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.

20. **Counterparts.** This agreement may be executed in counterparts, each of which is deemed an original and has the full force and effect as an original, but all of which constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

The pa	arties have executed	this agreement to	be effective as o	of the date of th	ıe last
signature affi	xed below.				

Mun	icipality	
BY	itle: Date	
Please attach a resolution providing profession of the Municipality, Authority, or other date signatures.		
DO NOT WRITE BELOW	THIS LINEFOR DEPARTMENT U	JSE ONLY
APPROVED AS TO LEGALITY AND FORM	COMMONWEALTH OF PENNSY DEPARTMENT OF TRANSPORTA	
BYOffice of Chief Counsel Date	BY	 Date
BY Office of General Counsel Date		
BY Office of Attorney General Date		
AT-27.3		

SOUTH WHITEHALL TOWNSHIP LEHIGH COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024-XX

(Duly Adopted April 17, 2024)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHP OF SOUTH WHITEHALL, LEHIGH COUNTY, COMMONWEALTH OF PENNSYLVANIA, APPROVING A ROADWAY LIGHTING AGREEMENT BETWEEN SOUTH WHITEHALL TOWNSHIP AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION FOR THE SR 0309 AND SR 1002 (TILGHMAN STREET) INTERCHANGE PROJECT

WHEREAS, the Commonwealth of Pennsylvania Department of Transportation (PennDOT) intends to install lighting as part of the SR 0309 & SR 1002 (Tilghman Street) Interchange Project; and

WHEREAS, PennDOT, by contract and without cost to South Whitehall Township, shall construct an electrical roadway lighting system for SR 309, SR 1002, SR 8013, SR 8008 including lighting attached to the underside of the bridge, in South Whitehall Twp, SR 309 over SR 1002, Lehigh County, consisting of sufficient poles, arms, bases, conduit, junction boxes, wire, cables, luminaires, controls and related equipment, at the places and positions and in the intensities shown on the drawings and provided for in the specifications prepared for or approved by PennDOT in the Highway Lighting Plan, which is incorporated herein as though fully set forth at length as Exhibit "A" and collectively referred to as the "Lighting System"; and

WHEREAS, PennDOT's right, title, warranties, and interest in and to the Lighting System transfer to South Whitehall Township upon completion of the installation of the Lighting System in an operable condition satisfactory to PennDOT; and

WHEREAS, South Whitehall Township shall assume ownership, custody, and control of the Lighting System pursuant to the authority set forth in this Resolution; and

WHEREAS, in order to effectuate the transfer of the Lighting System to South Whitehall Township from PennDOT, the Township shall execute a Roadway Lighting Agreement between South Whitehall Township and PennDOT; said Roadway Lighting Agreement is incorporated herein as though more fully set forth at length as Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of South Whitehall Township hereby adopts the following:

- 1. All "Whereas" clauses are incorporated herein as though more fully set forth at length.
- 2. The Board of Commissioners hereby approve the transfer of the Lighting System to South Whitehall Township from PennDOT and acknowledge that PennDOT's right, title, warranties, and interest in and to the Lighting System transfer to South Whitehall Township upon completion of the installation of the Lighting System in an operable condition satisfactory to PennDOT.
- 3. The Township Manager of the Township of South Whitehall is hereby authorized and directed to execute on behalf of the Township of South Whitehall the Roadway Lighting Agreement, which is attached hereto as Exhibit "B" and incorporated herein as though more fully set forth at length.

FURTHER RESOLVED, that all Resolutions or parts of Resolutions inconsistent with this Resolution are hereby repealed and superseded by this Resolution.

DULY ADOPTED this 17th day of April, 2024, 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:	Diane Kelly, President
Tricia Dickert Township Secretary	

EXHIBIT "A"

EXHIBIT "B"

GENERAL NOTES

- 1. MOUNTING HEIGHT FOR ALL PROPOSED LUMINAIRES IS 30 FEET FROM ROADWAY SURFACE.
- 2. ALL BRACKET ARMS ARE 12 FEET SINGLE MEMBER ARMS, EXCEPT LUMINAIRE #23A/B AND #26A/B WHICH ARE DUAL BRACKET ARMS.
- 3. ALL STATIONS AND OFFSETS LISTED REFER TO THE LOCATION OF THE POLE.
- 4. ALL JUNCTION BOXES WITHIN PROJECT LIMITS SHALL BE TYPE 1, UNLESS OTHERWISE NOTED.
- 5. INSTALL ALL CONDUITS UNDER ROADWAYS PRIOR TO PAVING OPERATIONS, SEE RC-84M.
- 6. INSTALL ALL THE CONDUITS AND JUNCTION BOXES WITHIN THE PROJECT LIMITS IN COORDINATION WITH THE ROADWAY CONSTRUCTION. SEE TRAFFIC CONTROL PLANS FOR CONSTRUCTION SEQUENCE.
- 7. PROVIDE MATERIALS AND CONSTRUCT THIS PROJECT IN ACCORDANCE WITH PA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, PUBLICATION 408, DATED 2020, AND ALL OF ITS SUPPLEMENTS AND SPECIAL PROVISIONS, AND PUBLICATION 72 STANDARD LIGHTING DRAWINGS. REFER TO SECTION 910 FOR HIGHWAY LIGHTING FOR FURNISHING, INSTALLATION, ERECTION, AND WIRING OF THE LIGHTING SYSTEM, INCLUDING THE ELECTRICAL POWER SUPPLY AND DISTRIBUTION SYSTEM.
- 8. PROVIDE POLE AND POWER SUPPLY ID TAGS WITH 1" HIGH REFLECTIVE ALUMINUM CHARACTERS AND SLIDE IN ALUMINUM HOLDERS, WIDTH AS REQUIRED TO ACCOMODATE THE CHARACTERS. ATTACH WITH STAINLESS STEEL RIVETS. MOUNT THE TAGS APPROXIMATELY 6 FEET ABOVE THE FOUNDATION. PROVIDE CHARACTER PLATES WITH BLACK CHARACTERS ON WHITE BACKGROUND OR WHITE CHARACTERS ON BLACK BACKGROUND. PROVIDE AS MANUFACTURED BY ELECTROMARK, ALMETEK, TECH PRODUCTS. OR APPROVED EQUAL. SEE RC-83M FOR DETAILS.
- 9. PER ACT 187, MAINTAIN A MINIMUM 18" CLEARANCE FROM ALL UNDERGROUND UTILITIES.
- 10. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
- 11. WHENEVER POSSIBLE, MAKE SPLICES ABOVE GRADE IN POLE BASES, PROVIDE WATERTIGHT, SUBMERSIBLE, NON-FUSIBLE, PREMOLDED, DISCONNECTABLE CONNECTOR KITS FOR SPLICES IN JUNCTION BOXES. SPLICE IN JUNCTION BOX ONLY WHERE REQUIRED.
- 12. ALL ROADWAY LIGHTING LUMINAIRES ARE CONNECTED AT 120/240 VOLTS ON A THREE WIRE 120/240 VOLT SEPARATE SERVICE DROP.
- 13. PROVIDE METERED ELECTRIC SERVICE FOR THE ROADWAY LIGHTING.
- 14. MAINTAIN A 25' LATERAL OFFSET FROM ALL HIGH VOLTAGE OVERHEAD LINES.
- 15. PLACE CONDUIT MARKERS AT ALL GUIDE RAIL CROSSINGS. LOCATE THE MARKER DIRECTLY OVER THE TRENCH AND UNDER THE GUIDE RAIL.
- 16. PRVIDE A SEPARATE EQUIPMENT GROUNDING CONDUCTOR WITH ALL CONDUITS. DO NOT CONNECT THE NEUTRAL TO GROUND EXCEPT AT THE CONTROL CABINET. CONNECT THE EQUIPMENT GROUNDING CONDUCTOR TO GROUND AT EACH POLE. PROVIDE WITH THE SAME INSULATION AND SIZE AS THE CIRCUIT CONDUCTORS.
- 17. THE UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST INFORMATION AVAILABLE AND ARE FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CORRECTNESS OF THE INFORMATION IS NOT GUARANTEED. THE CONTRACTOR MUST VERIFY THE INFORMATION AND TAKE ALL PRECAUTIONS TO FULLY PROTECT THE UTILITY SERVICE.
- 18. STATION LOCATION AND OFFSET FOR JUNCTION BOXES ARE APPROXIMATE AND MAY BE ADJUSTED ACCORDINGLY TO BEST MEET FIELD CONDITIONS.
- 19. SEAL CONDUITS/CONDULETS AT ENCLOSURES TO PREVENT RODENT ENTRY.
- 20. THE CONTROL CABINET LOCATION IS APPROXIMATE AND ITS EXACT LOCATION NEEDS TO BE COORDINATED WITH THE ELECTRIC UTILITY. COORDINATE WITH THE DEPARTMENT REPRESENTATIVE, ANY DEVIATION FROM THE INDICATED LOCATION. THE DEPARTMENT REPRESENTATIVE MUST APPROVE THE FINAL CONTOL CABINET LOCATION.
- 21. CONDUIT RUNS AND JUNCTION BOX LOCATIONS ARE SHOWN DIAGRAMMATICALLY. COORDINATE INSTALLATION OF THESE ITEMS WITH THE INSTALLATION OF HIGHWAY LIGHTING SYSTEM, TRAFFIC SIGNAL SYSTEM, OTHER CONTRACT WORK, RIGHT OF WAY LINES, EXISTING INSTALLATIONS AND UNDERGROUNS UTILITIES.
- 22. PROVIDE LETTERING/LOGO LIGHTING ON ALL JUNCTION BOX COVERS.
- 23. PA ONE-CALL TOLL FREE TELEPHONE NO. 1-800-242-1776. COORDINATE WITH PA ONE-CALL PRIOR TO DIGGING.
- 24. PROVIDE LUMINAIRES WITH NEMA TWIST-LOCK PHOTOCELL RECEPTACLE AND SHORTING CAP.
- 25. SIGNAL POLES ARE SHOWN FOR REFERENCE ONLY. PLEASE SEE SIGNAL PLANS FOR ADDITIONAL DETAILS.
- 26. THE TABS SHEET PROVIDES TWO DESIGN OPTIONS FOR CONTRACTOR TO SELECT EITHER STEEL LIGHTING POLES AND ARMS OR ALUMINUM LIGHTING POLES AND ARMS. CONTRACTOR TO ONLY SELECT TWO OF THESE FOUR BID ITEMS. THESE ITEMS ARE CALLED OUT AS DESIGN 1 OR DESIGN 2 IN THE TABS SHEET.

DISTRICT	COUNTY	COUNTY ROUTE		SHE	ET
5-0	LEHIGH	0309	12M	1 0	F 13
SOUTH WHITEHALL TOWNSHIP					
REVISION NUMBER				DATE	BY

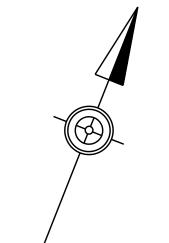
90% Constructability Review Submission February 2024

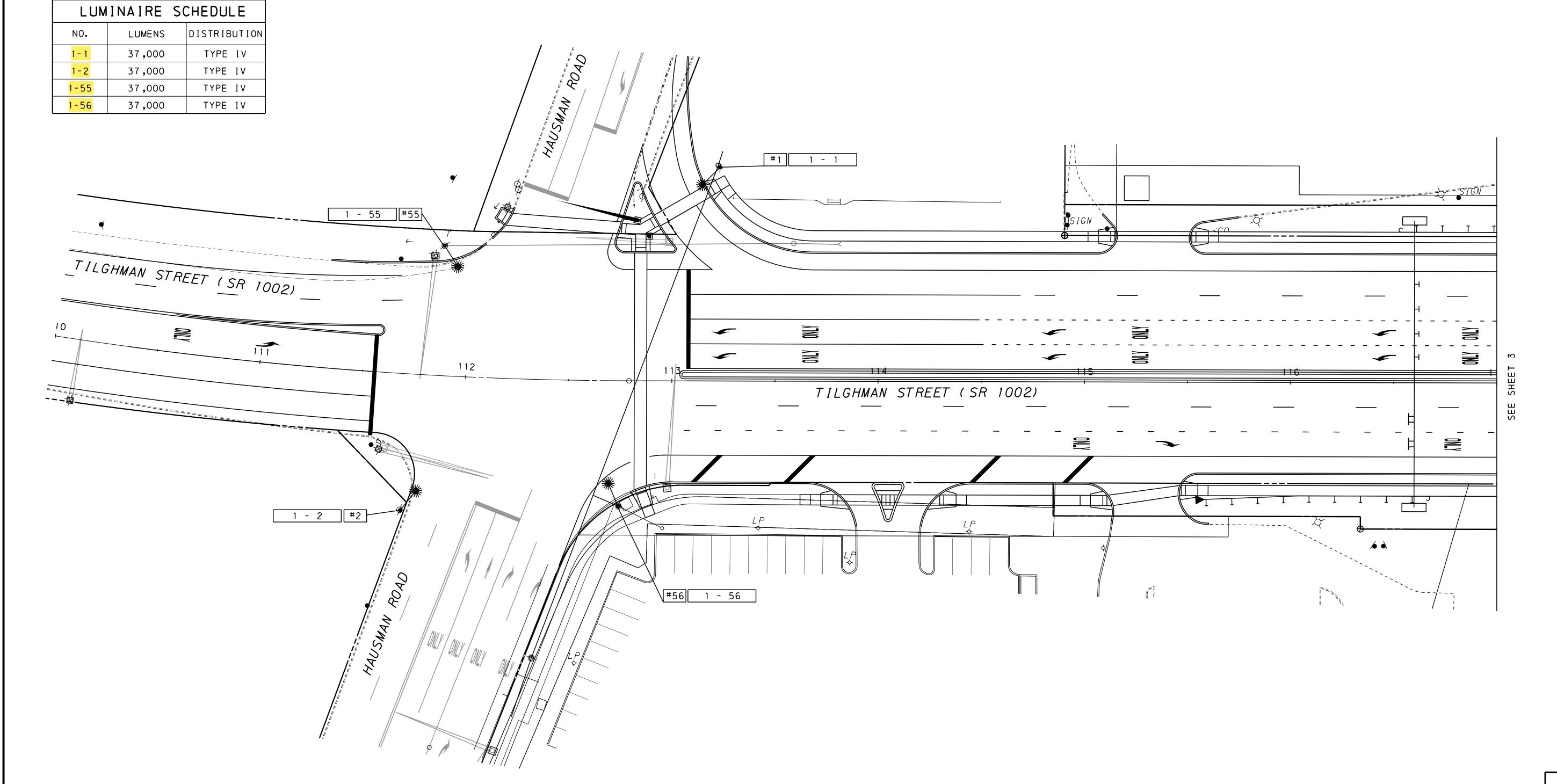
HIGHWAY LIGHTING GENERAL NOTES

DOLE AND HINGTION DOV COUEDING						
P01	POLE AND JUNCTION BOX SCHEDULE					
NO.	ITEM	ROADWAY	STATION	OFFSET		
1	UTILITY POLE	SR 1002	112+85.50	89.17 LT		
2	UTILITY POLE	SR 1002	111+72.16	72.75 RT		
<mark>55</mark>	UTILITY POLE	SR 1002	111+86.50	63.09 LT		
56	UTILITY POLE	SR 1002	112+74.17	60.82 RT		

Township responsibilities are highlighted.

DIZIKICI	COUNTY	ROUTE	SECTION	SHI	:E
5-0	LEHIGH	0309	12M	2 0	F 13
	SOUTH WHIT	EHALL TO	WNSHIP		
REVISION NUMBER	REV	ISIONS		DATE	BY





NOTES:
1. LIGHTS 1-1, 1-2, 1-55, AND 1-56 ARE MOUNTED ON UTILITY POLES.

LIGHTING LEGEND

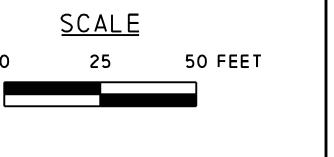
LIGHT POLE AND LUMINAIRE

JUNCTION BOX, JB-1 2" PVC CONDUIT

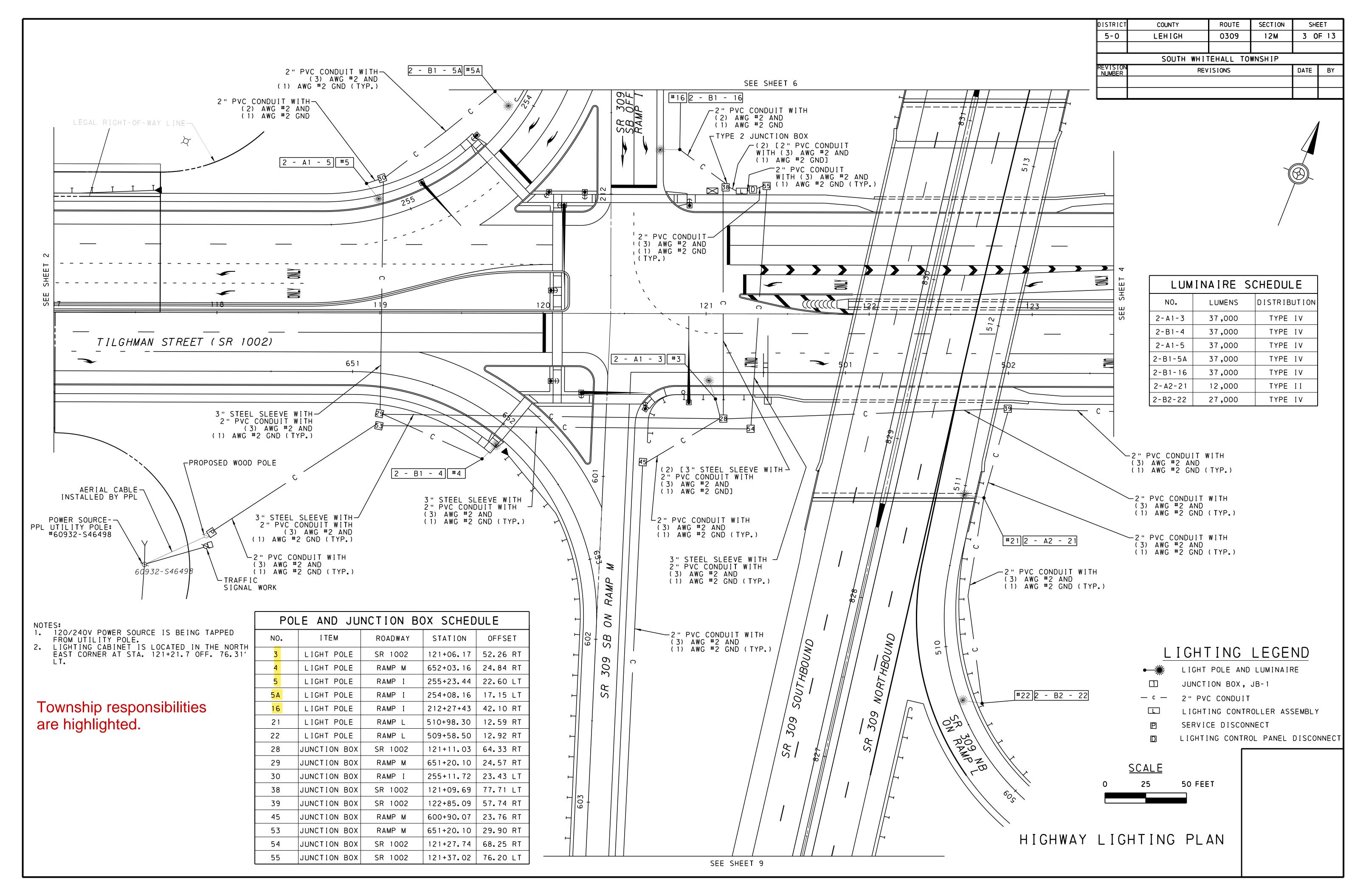
LIGHTING CONTROLLER ASSEMBLY

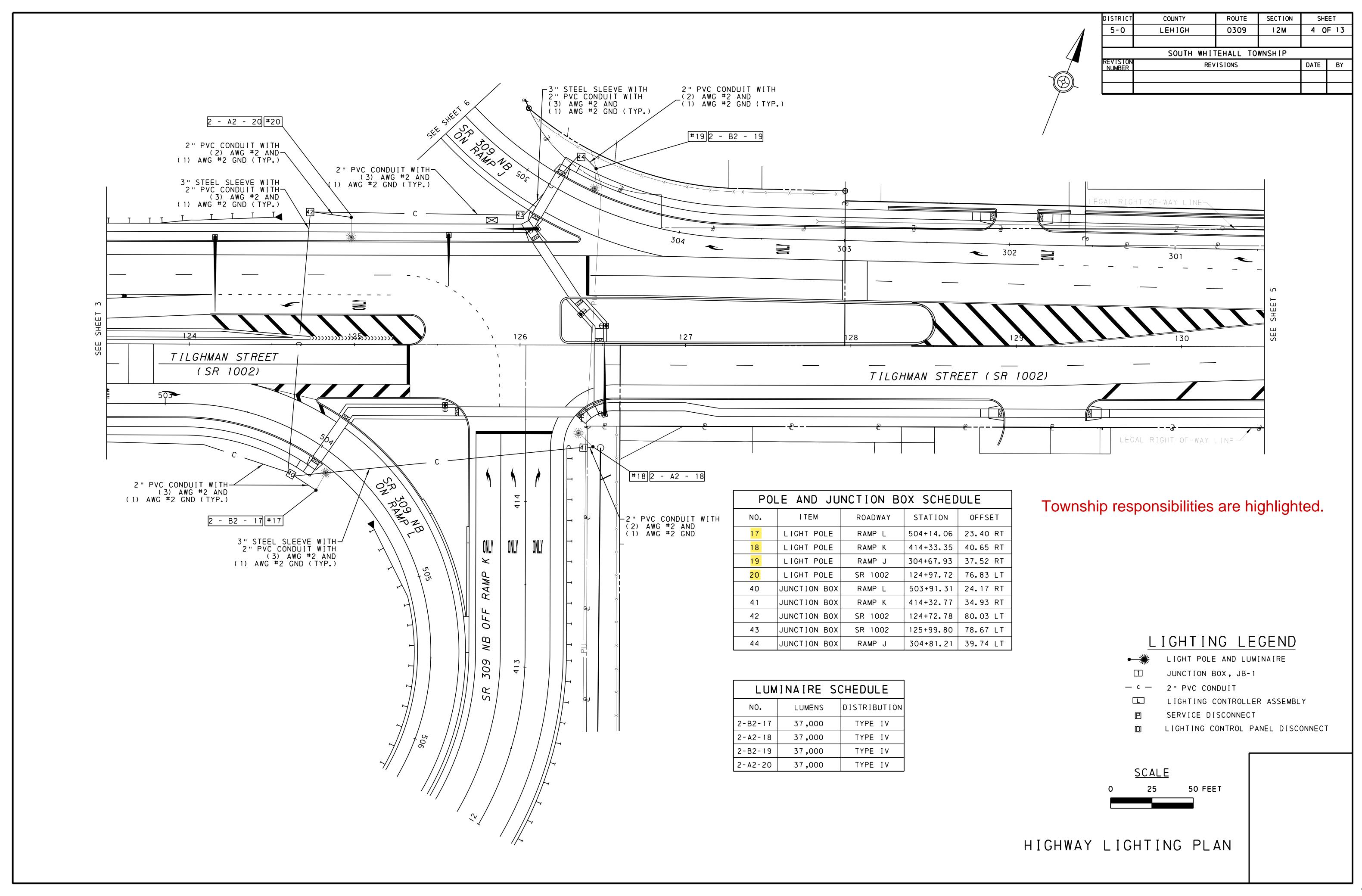
SERVICE DISCONNECT

LIGHTING CONTROL PANEL DISCONNECT



HIGHWAY LIGHTING PLAN





POLE AND JUNCTION BOX SCHEDULE				
NO.	ITEM	ROADWAY	STATION	OFFSET
51	SIGNAL POLE	SR 1002	136+39.50	59.45 LT
52	SIGNAL POLE	SR 1002	134+86.90	52.04 RT
57	SIGNAL POLE	SR 1002	136+10.21	30.14 RT

LUMINAIRE SCHEDULE					
NO.	LUMENS	DISTRIBUTION			
3-51	37,000	TYPE IV			
3-52	37,000	TYPE IV			
3-57	37,000	TYPE IV			

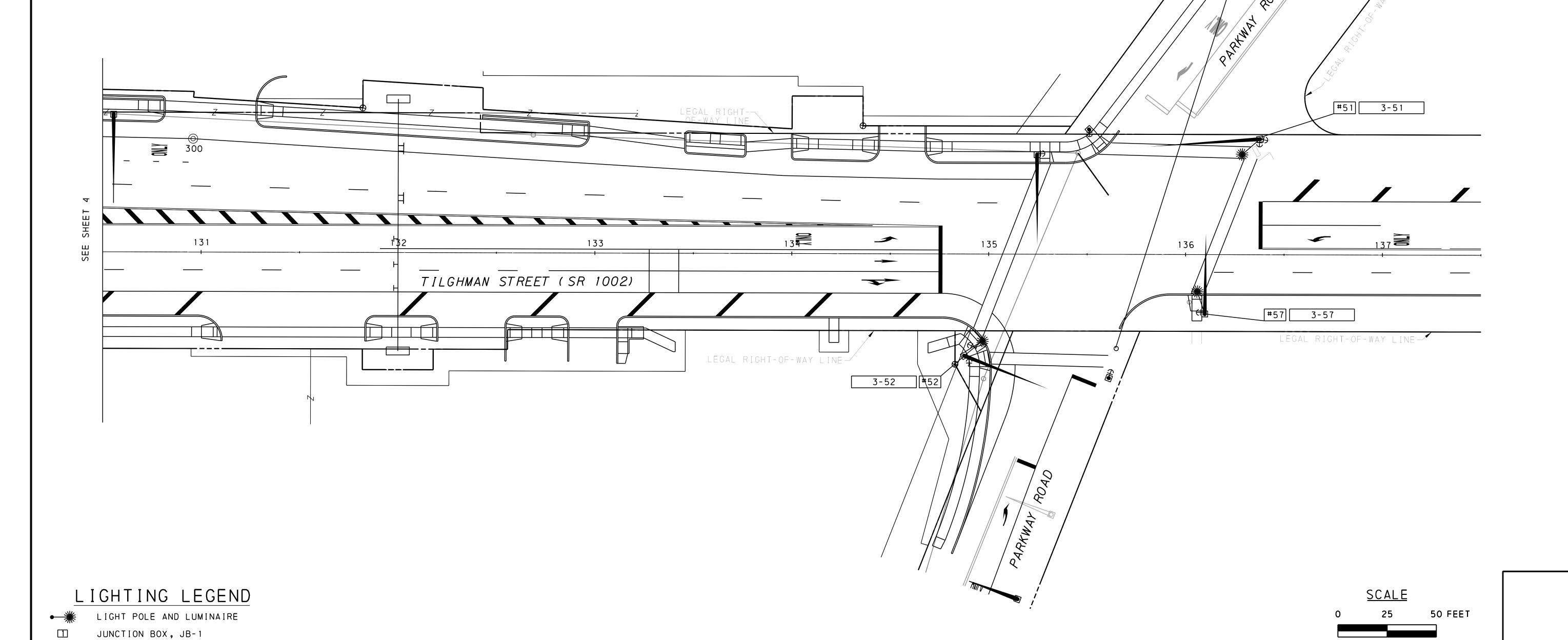
2" PVC CONDUIT

SERVICE DISCONNECT

LIGHTING CONTROLLER ASSEMBLY

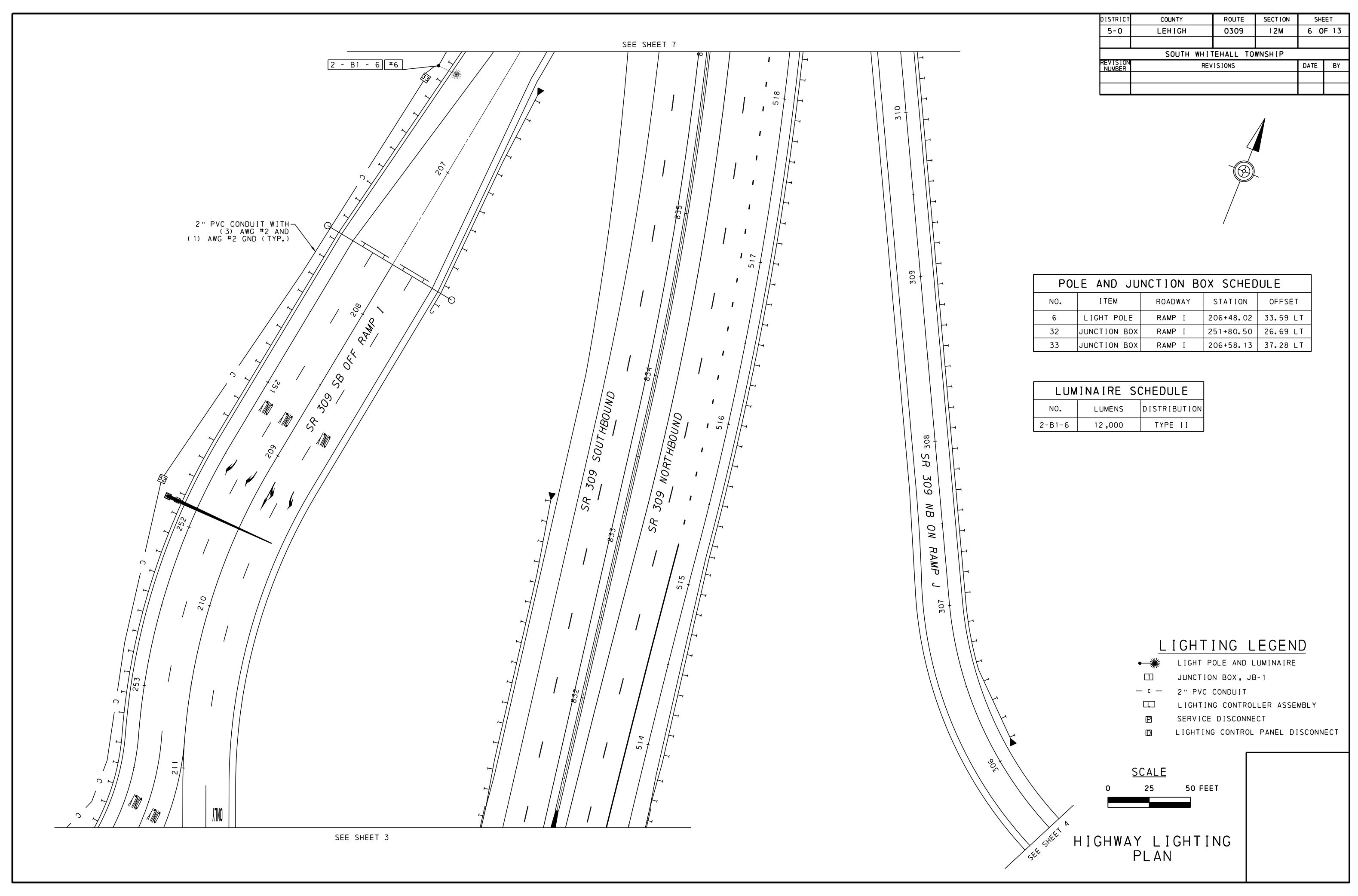
LIGHTING CONTROL PANEL DISCONNECT

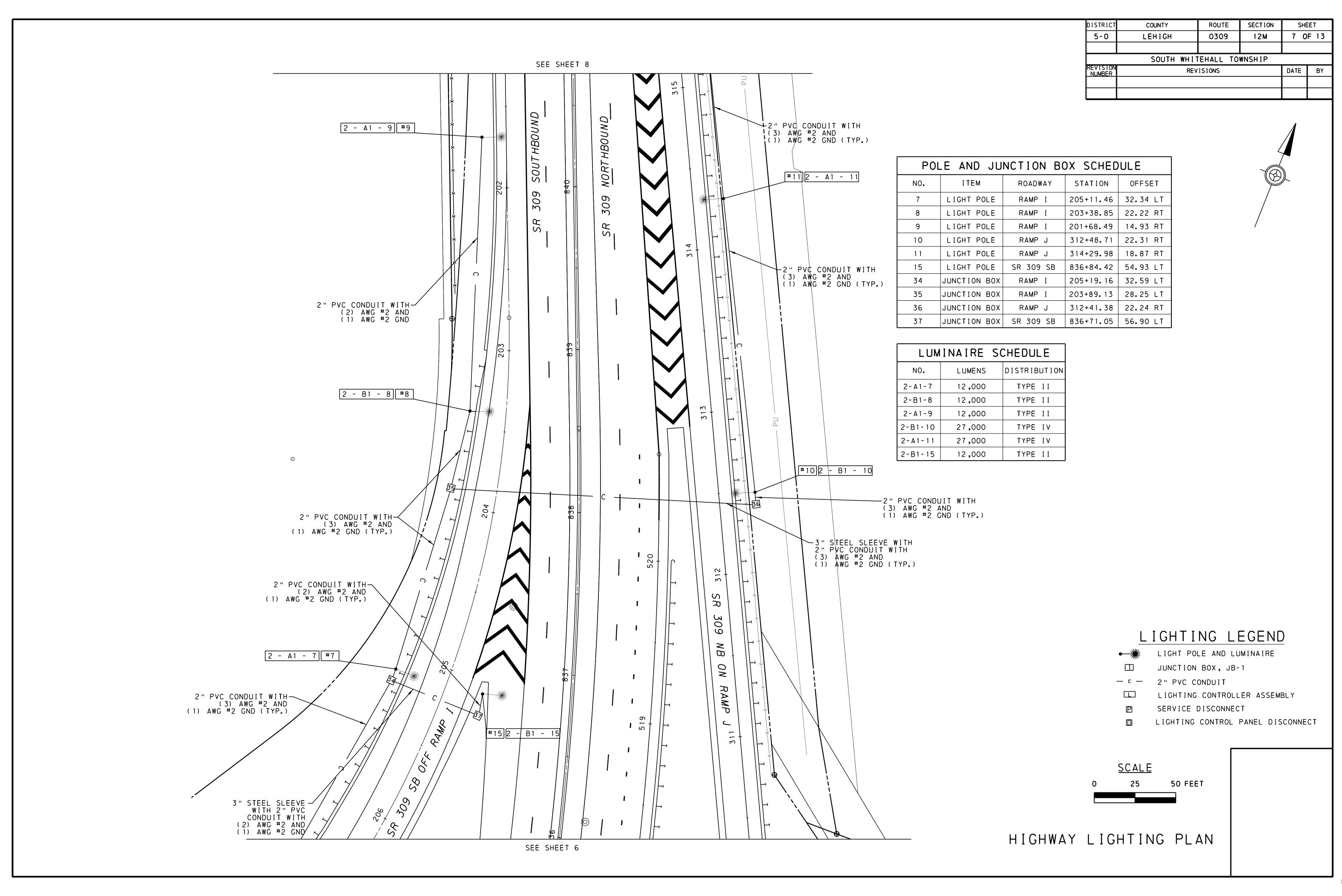


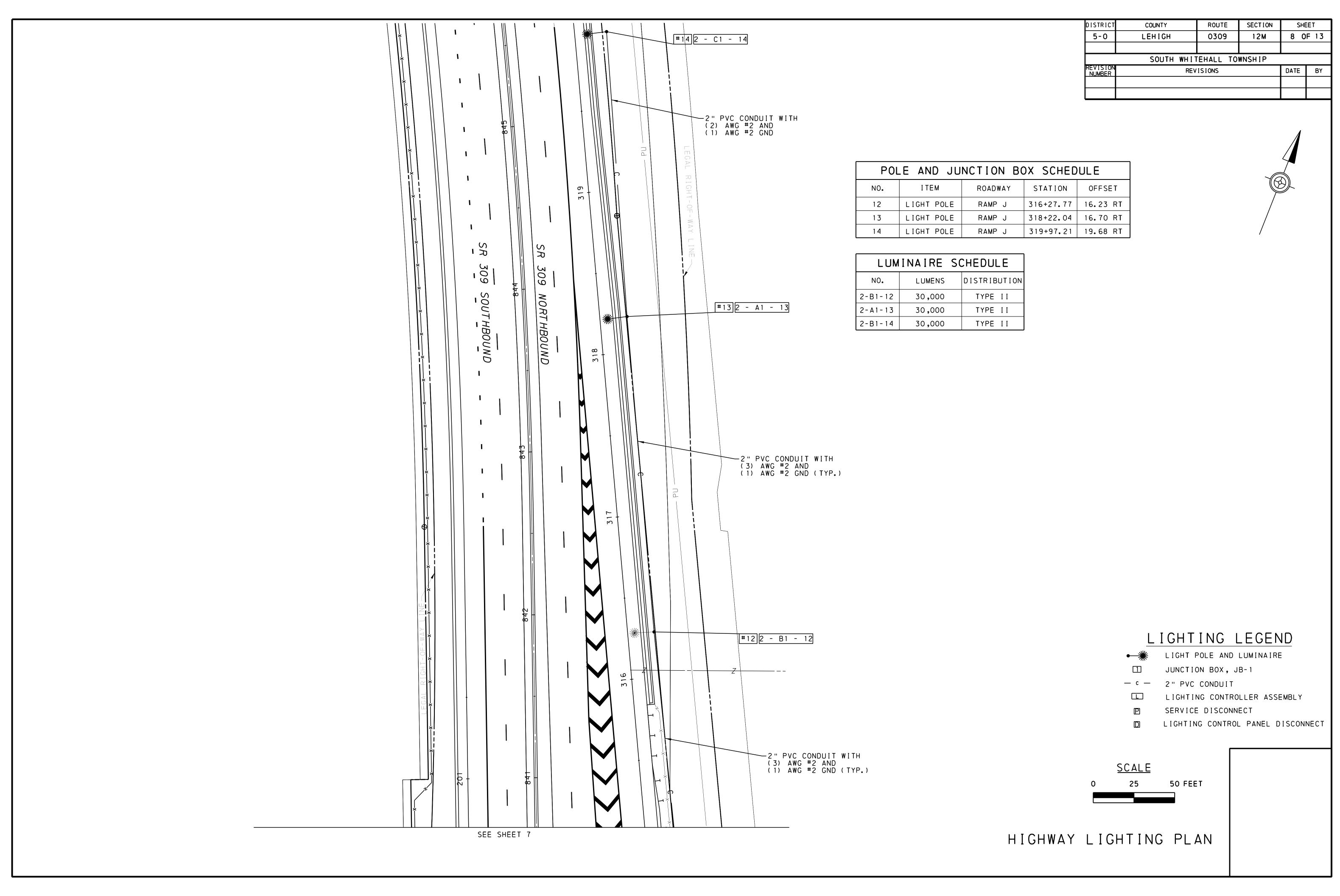


NOTES:
1. LIGHTS 51, 52, AND 57 ARE MOUNTED ON SIGNAL POLES.INSTALLATION OF FIXTURES SHOULD BE COORDINATED WITH SIGNAL INSTALLATION.

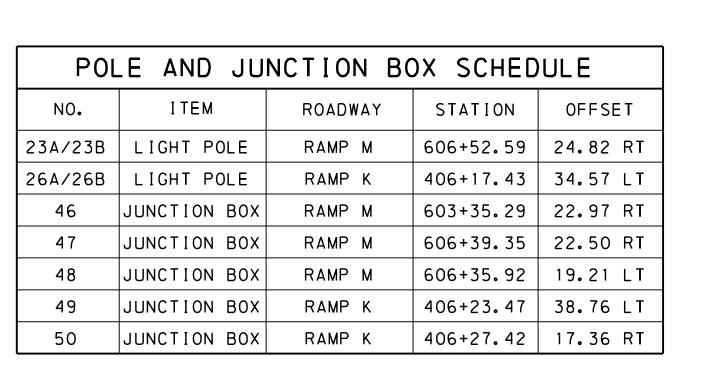
HIGHWAY LIGHTING PLAN

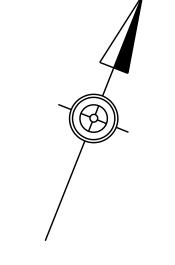






DISTRICT	COUNTY	ROUTE	SECTION	SHE	EΤ
5-0	LEHIGH	0309	12M	9 0	F 13
	SOUTH WHI	TEHALL TO	WNSHIP		
REVISION				CATE	DV
NUMBER	RE\	VISIONS		DATE	BY
	RE'	VISIONS		DATE	Вт





LUMINAIRE SCHEDULE					
NO.	LUMENS	DISTRIBUTION			
2-B2-23A	12,000	TYPE II			
2-B2-23B	12,000	TYPE II			
2-A2-26A	12,000	TYPE II			
2-A2-26B	12,000	TYPE II			

LIGHTING LEGEND

● ¥ LIGHT POLE AND LUMINAIRE

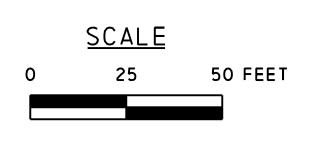
☐ JUNCTION BOX, JB-1

— c — 2" PVC CONDUIT

LIGHTING CONTROLLER ASSEMBLY

SERVICE DISCONNECT

LIGHTING CONTROL PANEL DISCONNECT



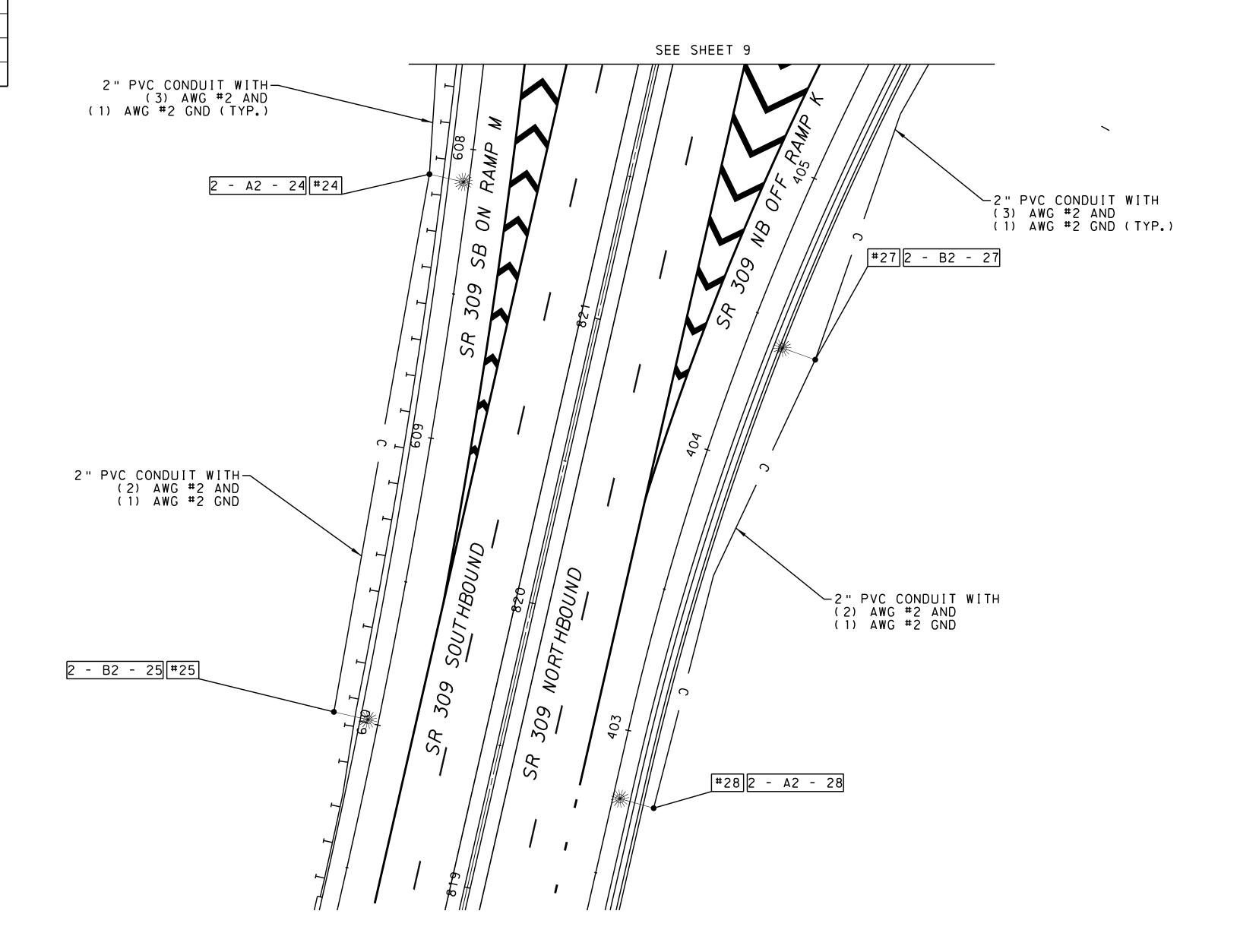
HIGHWAY LIGHTING PLAN

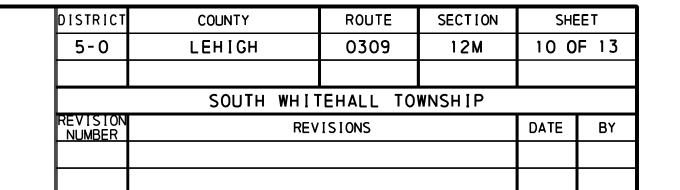
2" PVC CONDUIT WITH (3) AWG #2 AND (1) AWG #2 GND (TYP.) 2 - A2 - 26A #26A 2 - A2 - 26B #26B		3" STEEL SLEEVE WITH 2" PVC CONDUIT WITH (3) ANG "2 AND (1) ANG "2 AND (1) ANG "2 CND (TYP.) 3" STEEL SLEEVE 2" PVC CONDUIT WITH (1) ANG "2 CND (TYP.)
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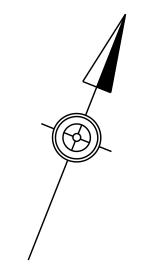
SEE SHEET 3

POLE AND JUNCTION BOX SCHEDULE				
NO.	ITEM	ROADWAY	STATION	OFFSET
24	LIGHT POLE	RAMP M	608+10.34	11.40 LT
25	LIGHT POLE	RAMP M	609+98.61	15.64 LT
27	LIGHT POLE	RAMP K	404+42.04	24.32 RT
28	LIGHT POLE	RAMP K	402+75.98	14.43 RT

LUM	INAIRE	SC	CHEDULE
NO.	LUMENS		DISTRIBUTION
2-A2-24	12,000		TYPE II
2-B2-25	12,000		TYPE II
2-B2-27	27,000		TYPE IV
2-A2-28	12,000		TYPE II







LIGHTING LEGEND

● ¥ LIGHT POLE AND LUMINAIRE

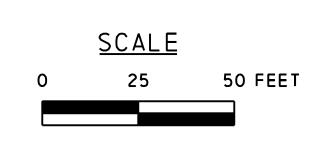
☐ JUNCTION BOX, JB-1

— c — 2" PVC CONDUIT

LIGHTING CONTROLLER ASSEMBLY

☑ SERVICE DISCONNECT

LIGHTING CONTROL PANEL DISCONNECT



HIGHWAY LIGHTING PLAN

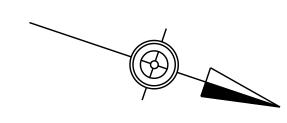
POLE AND JUNCTION BOX SCHEDULE						
NO.	ITEM	ROADWAY	STATION	OFFSET		
58	LIGHT POLE	SR-22	853+85.06	52.27 RT		
59	LIGHT POLE	SR-22	855+60.94	52.60 RT		
60	LIGHT POLE	SR-22	51+79.97	22.09 RT		
61	LIGHT POLE	SR-22	53+76.81	20.66 RT		

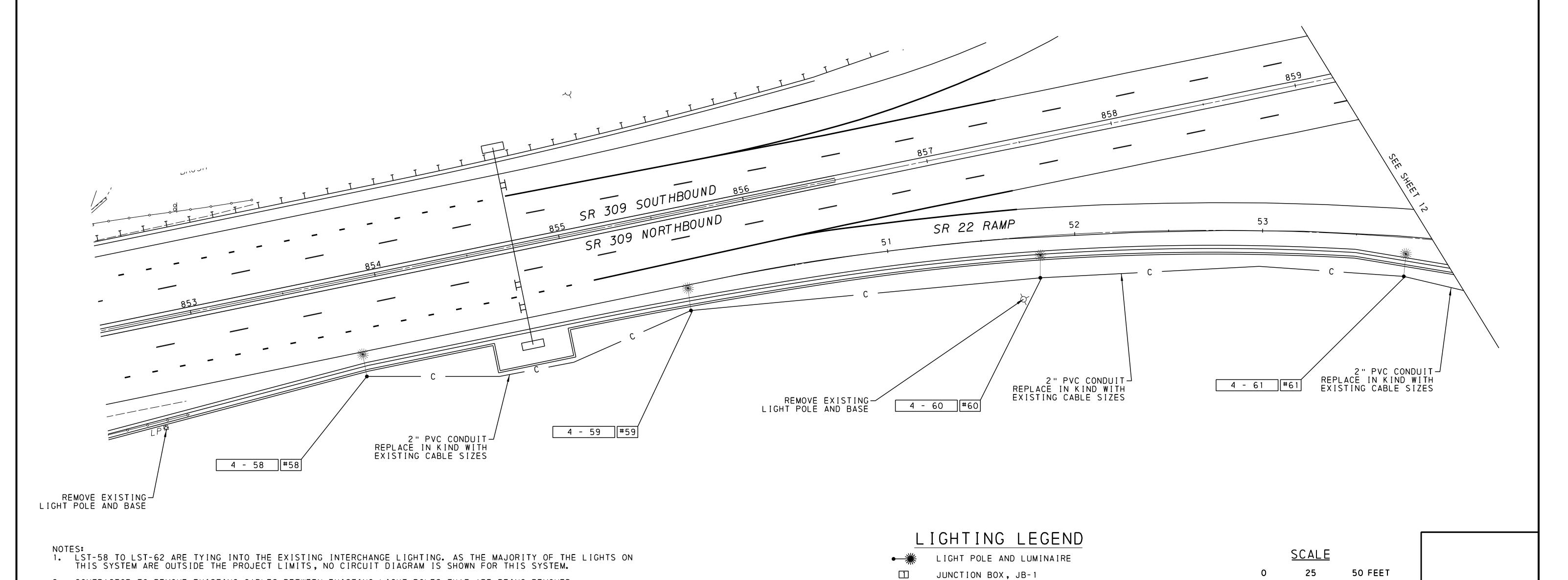
2. CONTRACTOR TO REMOVE EXISTING CABLES BETWEEN EXISTING LIGHT POLES THAT ARE BEING REMOVED. EXISTING CONDUIT MAY BE ABANDONED.

3. CONTRACTOR TO IDENTIFY EXISTING CABLE SIZE AND REPLACE IN KIND IN PROPOSED CONDUITS.

LUM	INAIRE	SCHEDULE
NO.	LUMENS	DISTRIBUTION
4-58	12,000	TYPE II
4-59	12,000	TYPE II
4-60	12,000	TYPE II
4-61	12,000	TYPE II

DISTRICT	COUNTY	ROUTE	SECTION	SHE	ET
5-0	LEHIGH	0309	12M	11 0	F 13
	SOUTH WHI	TEHALL TO	WNSHIP		
REVISION NUMBER	RE	VISIONS		DATE	BY
			_		





2" PVC CONDUIT

SERVICE DISCONNECT

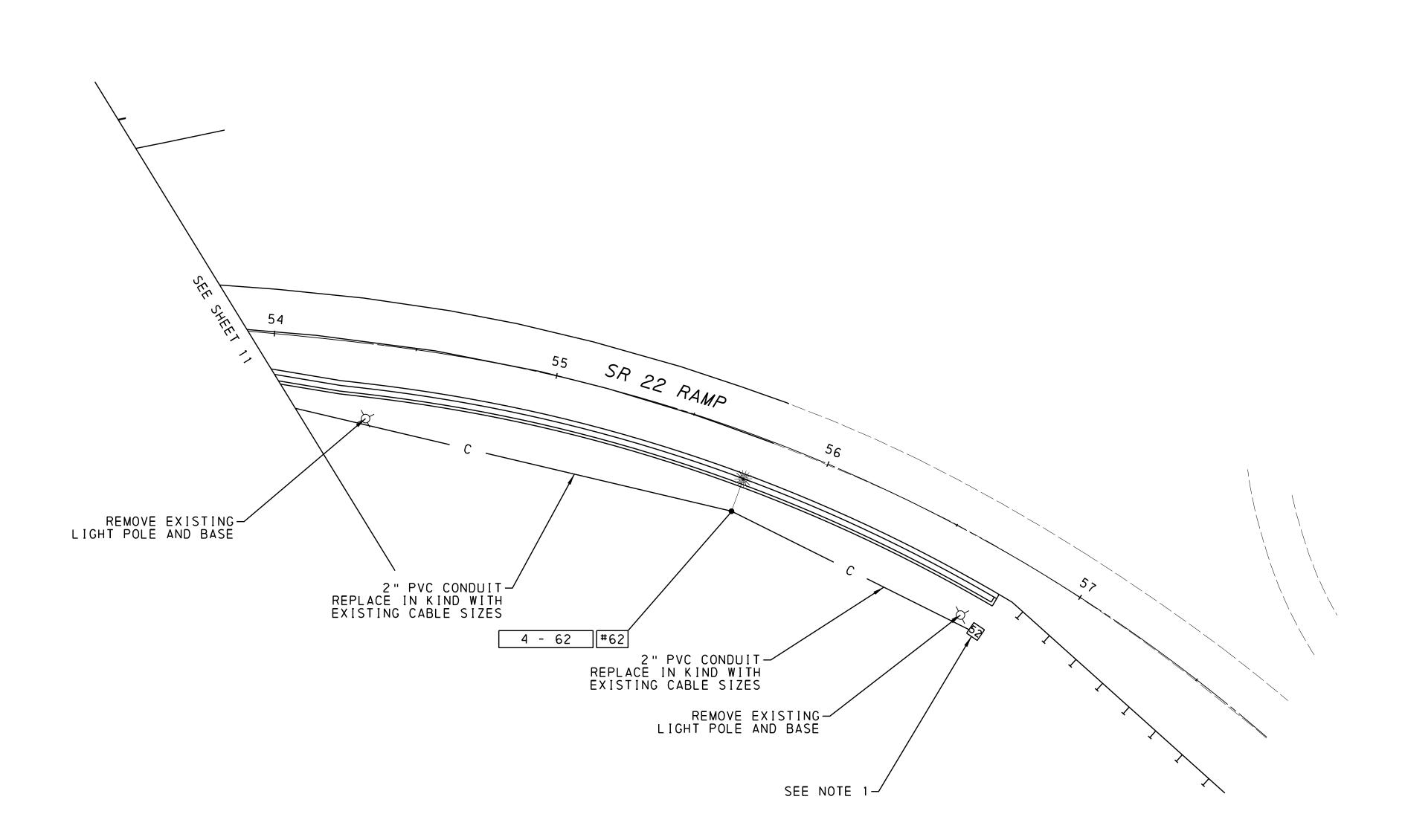
LIGHTING CONTROLLER ASSEMBLY

LIGHTING CONTROL PANEL DISCONNECT

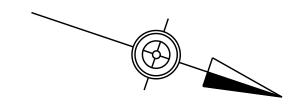
HIGHWAY LIGHTING PLAN

POLE AND JUNCTION BOX SCHEDULE					
NO.	ITEM	ROADWAY	STATION	OFFSET	
62	LIGHT POLE	SR-22	55+74.03	27.89 RT	
52	JUNCTION BOX	SR-22	56+75.03	29.57 RT	

LUM	INAIRE S	CHEDULE
NO.	LUMENS	DISTRIBUTION
4-62	12,000	TYPE II



SECTION SHEET COUNTY 5-0 0309 LEHIGH 12M 12 OF 13 SOUTH WHITEHALL TOWNSHIP DATE BY REVISIONS



LIGHTING LEGEND

LIGHT POLE AND LUMINAIRE

JUNCTION BOX, JB-1

— c — 2" PVC CONDUIT

LIGHTING CONTROLLER ASSEMBLY

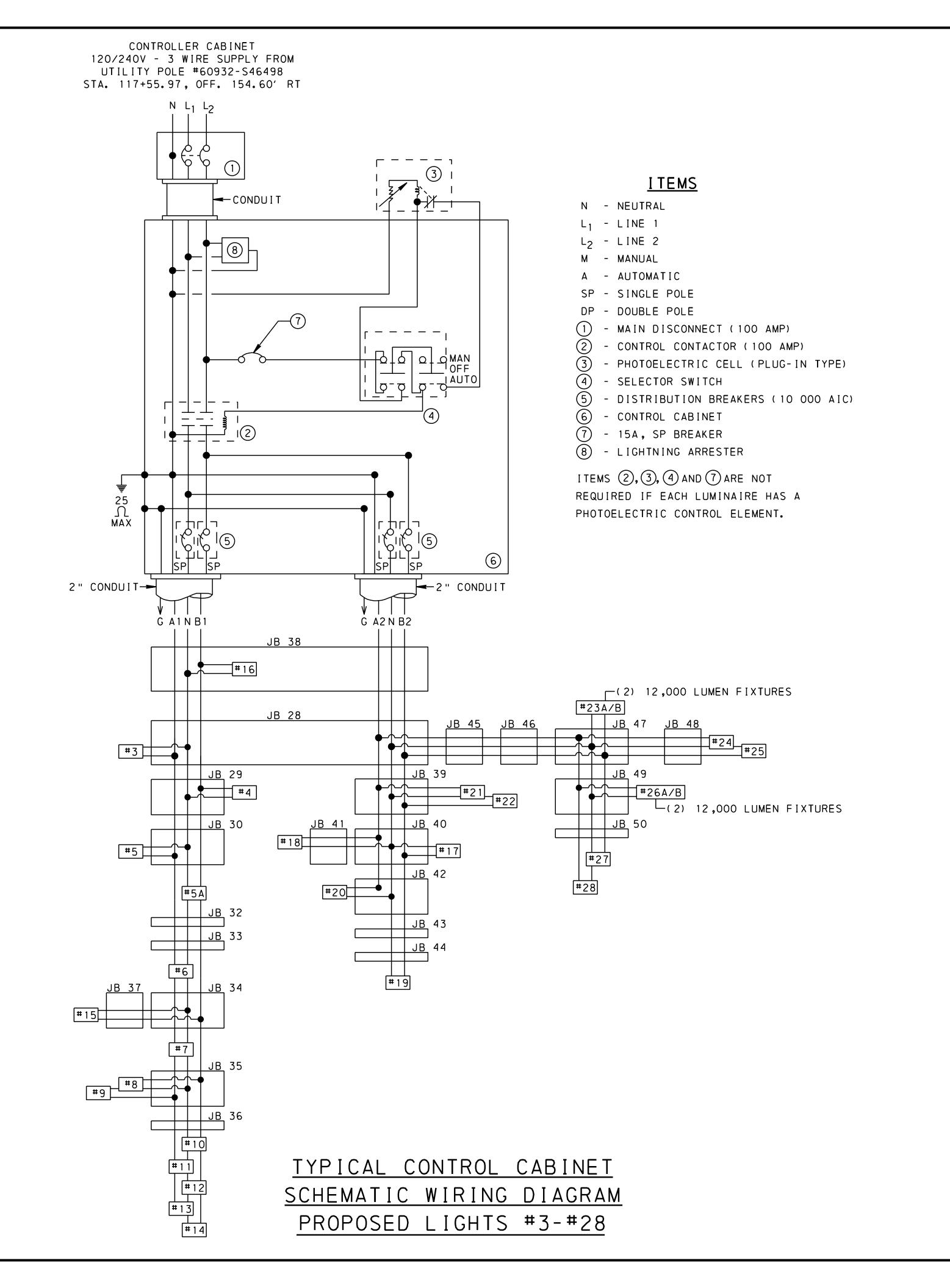
SERVICE DISCONNECT

LIGHTING CONTROL PANEL DISCONNECT

<u>SCALE</u> 50 FEET

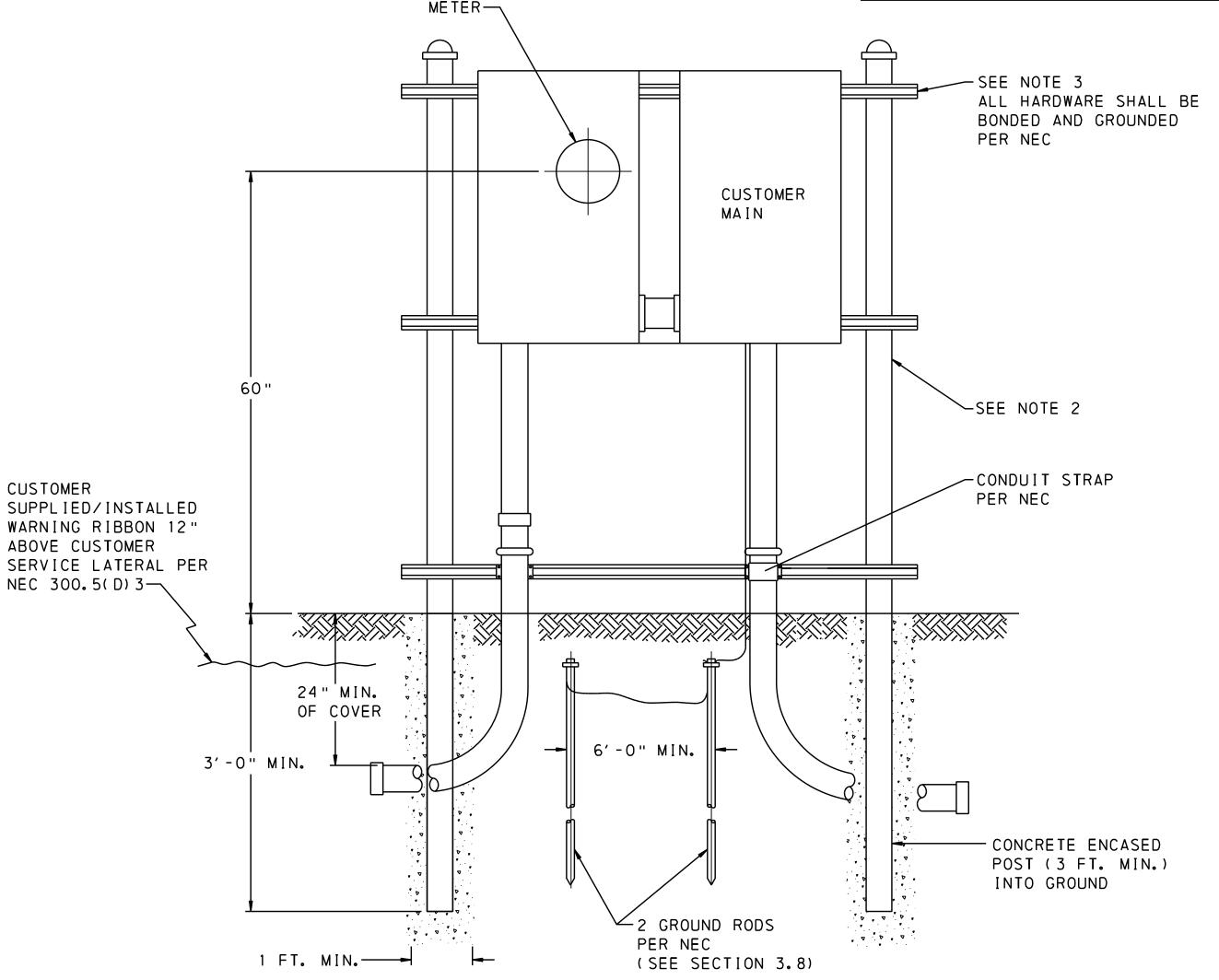
HIGHWAY LIGHTING PLAN

- 1. JUNCTION BOX TO BE PLACED ON TOP OF EXISTING CONDUIT. CONTRACTOR TO SPLICE AND TIE PROPOSED CABLES INTO EXISTING CABLES.
- 2. LST-58 TO LST-62 ARE TYING INTO THE EXISTING INTERCHANGE LIGHTING. AS THE MAJORITY OF THE LIGHTS ON THIS SYSTEM ARE OUTSIDE THE PROJECT LIMITS, NO CIRCUIT DIAGRAM IS SHOWN FOR THIS SYSTEM.
- 3. CONTRACTOR TO REMOVE EXISTING CABLES BETWEEN EXISTING LIGHT POLES THAT ARE BEING REMOVED. EXISTING CONDUIT MAY BE ABANDONED.
- 4. CONTRACTOR TO IDENTIFY EXISTING CABLE SIZE AND REPLACE IN KIND IN PROPOSED CONDUITS.



COUNTY ROUTE SECTION SHEET 5-0 0309 13 OF 13 LEHIGH 12M

SOUTH WHITEHALL TOWNSHIP DATE BY REVISIONS



CENTRAL DISTRIBUTION SYSTEM DETAIL

NOTES:

1. FOR CUSTOMER/COMPANY RESPONSIBILITIES, SEE "FIRST ENERGY -CUSTOMER GUIDE FOR ELECTRIC SERVICE - PA, JUNE 2015", EXHIBIT 1.

2. SUPPORT POST (CUSTOMER - OWNED): USE TWO 3-INCH MIN. GALVANIZED RIGID METAL CONDUIT (RMC) - STEEL (MIN. 0.205" THICK) CAPPED AND CONCRETE ENCASED IN GROUND.

3. MOUNTING HARDWARE: USE THREE 12 GUAGE 1-5/8"x1-5/8" CONTINUOUS SLOT HOT DIPPED GALVANIZED CHANNEL (E.G. UNISTRUT) COMPLETE WITH 1-1/4"x5/16" DIA. 13 THD. SPRING NUT (2 PER CHANNEL) 5/16" HEX NUT, AND LOCK WASHER SECURELY MOUNTED TO SUPPORT POSTS.

4. SUPPLY-SIDE CONDUIT SHALL BE RIGID GALVANIZED OR IMC STEEL, OR SCHEDULE 80 PVC (ELECTRICAL GRADE).

5. METER SOCKET(S) MAY BE CONNECTED TO EXTERNAL GROUND RODS, IF REQUIRED BY THE LOCAL INSPECTION AUTHORITIES.

6. THIS EXHIBIT CAN ALSO BE USED FOR STAND-ALONE, SELF CONTAINED METERING.

> HIGHWAY LIGHTING DETAILS

County(ies): Lehigh Agreement #: 057596

Project Short

Title: SR 309-12M MPMS #: 96432

Project (SR &

Sec): SR309-12M Federal ID #: 236000504

ROADWAY LIGHTING AGREEMENT

This Roadway Lighting Agreement for installation and maintenance of a lighting system is between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PennDOT"),

and

South Whitehall Twp., a political subdivision, acting through its proper officials ("Municipality").

The parties, intending to be legally bound, agree as follows:

- 1. **Installation of Lighting System**. PennDOT, by contract and without cost to the Municipality, shall construct an electrical roadway lighting system for SR 309, SR 1002, SR 8013, SR 8008 including lighting attached to the underside of the bridge, in South Whitehall Twp, SR 309 over SR 1002, Lehigh County ("Bridge"), consisting of sufficient poles, arms, bases, conduit, junction boxes, wire, cables, luminaires, controls and related equipment ("Lighting System"), at the places and positions and in the intensities shown on the drawings and provided for in the specifications prepared for or approved by PennDOT attached to this agreement as Exhibit A (the drawings and specifications are collectively referred to in this agreement as the "Lighting Plan").
- 2. **Highway Occupancy Permit**. The Municipality must apply for a highway occupancy permit in conjunction with the transfer of the Lighting System under Section 3 below. PennDOT's approval may not be unreasonably withheld. The Municipality must comply

with this agreement, the highway occupancy permit, and PennDOT's regulations at 67 Pa. Code Chapter 459, including, but not limited to, indemnification and maintenance and protection of traffic.

- 3. **Transfer of Right, Title, and Interest**. PennDOT's right, title, warranties, and interest in and to the Lighting System transfer to the Municipality upon completion of the installation of the Lighting System in an operable condition satisfactory to PennDOT.
- 4. **Conditions of Transfer**. The Municipality shall assume ownership, custody, and control of the Lighting System, as authorized in the resolution attached as Exhibit B, subject to the following:
 - a. Operation and Maintenance. Except as provided in subsection (c) below, the Municipality, at its sole cost and expense, shall energize, operate, and maintain the Lighting System, in a good state of repair satisfactory to PennDOT. The Lighting System may not be an impediment, either horizontally or vertically, to the vehicular use of the entire traveled width of the roadway. The Municipality shall provide safeguards during maintenance or repair work to protect the safety of the traveling public.
 - b. **Specifications and Approval.** Upon expiration of the guarantee to be furnished by PennDOT's contractor in accordance with PennDOT's Specifications, Publication 408 (current edition), its amendments and supplements ("Publication 408"), the Municipality, at its cost and expense, shall replace defective units, poles, bases, arms, junction boxes, wire, cables, conduit, luminaires, controls, and other components of the Lighting System, in accordance with Publication 408. The Municipality shall not make any replacement without first securing PennDOT approval, in accordance with 67 Pa. Code Chapter 459.

- c. **PennDOT Repairs.** The Municipality hereby grants to PennDOT the right to repair any or all parts of the Lighting System not maintained in a condition satisfactory to PennDOT, subject to reimbursement by the Municipality of the cost.
- d. **Third Party Contracts.** The Municipality is solely responsible for making contractual arrangements with electric utilities and, if involved, maintenance contractors, for services and materials required to comply with this agreement.
- e. **Prohibited Use.** Agreements that the Municipality signs with electrical utilities and, if involved, maintenance contractors must contain a clause prohibiting use of the Lighting System for purposes other than highway lighting.
- 5. **Liquid Fuels Tax Fund**. If the Municipality fails to perform any of the terms, conditions, or provisions of this Agreement, including, but not limited to, any default in maintenance requirements, for a period of 45 days, the Municipality authorizes PennDOT to withhold so much of the Municipality's Liquid Fuels Tax Fund allocation as may be necessary to maintain the Lighting System or to reimburse PennDOT in full for all costs due or incurred under this agreement and to apply funds or a portion of them to remedy the default.
- 6. **Commonwealth Standard Provisions**. The Municipality agrees to comply with the Commonwealth provisions attached as Exhibit C.
- 7. Administrative Agency Law. Actions arising under the highway occupancy permit to be issued to the Municipality shall be governed by the Administrative Agency Law, 2 Pa. C.S. Sections 501-508 and 701-704; 1 Pa. Code Chapters 31, 33 and 35, known as the General Rules of Administrative Practice and Procedure; and 67 Pa. Code Chapters 459 and 491.

- 8. Merger with Highway Occupancy Permit. This section applies where a highway occupancy permit has been issued in conjunction with construction of the Lighting System. Upon completion of the construction of the Lighting System and the assumption of ownership, custody, and control of it by the Municipality, this agreement shall be merged with the highway occupancy permit to be issued to the Municipality. Terms, conditions, or provisions of this agreement that have not yet been performed or whose performance continues after construction shall become terms, conditions, and provisions of the highway occupancy permit.
- 9. **Records and Audit Requirements.** The Municipality shall maintain, and shall require its consultants and contractors to maintain, all books, documents, papers, records, supporting cost proposals, accounting records, employees' timecards, payroll records, and other evidence pertaining to costs incurred under this agreement for a period of seven years. The Municipality shall make materials available at all reasonable times and shall furnish copies, if requested.
- 10. **Term.** The term of this agreement shall commence on the Effective Date (as defined below) and shall remain in effect in accordance with the highway occupancy permit identified in Section 3 above. The Effective Date shall be the date that this agreement is fully executed by the Municipality and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.
- 11. **Amendments and Modifications.** No alterations or variations to this agreement will be valid unless made in writing and signed by the parties. Amendments to this agreement shall be accomplished through a formal written document signed by the parties with the same formality as this agreement.
- 12. **Severability**. The provisions of this agreement are severable. If any phrase, clause, sentence, or provision of this agreement is declared to be contrary to the Constitution of

Pennsylvania or of the United States or of the laws of the Commonwealth and its

applicability to any government, agency, person, or circumstance is held invalid, the

validity of the remainder of this agreement and its applicability to any government,

agency, person, or circumstance will not be affected.

13. No Waiver. Either party may elect not to enforce its rights and remedies under this

agreement in the event of a breach by other parties of any term or condition of this

agreement. In any event, the failure by either party to enforce its rights and remedies

under this agreement may not be construed as a waiver of any subsequent breach of the

same or any other term or condition of this agreement.

14. Independence of the Parties. Nothing contained in this agreement is intended or may be

construed to, in any respect, create or establish the relationship of partners between the

Municipality and PennDOT, or as constituting PennDOT as the representative or general

agent of the Municipality.

15. Assignment. This agreement may not be assigned, either in whole or in part, without

PennDOT's written consent.

16. No Third-Party Beneficiary Rights. This agreement does not create or intend to confer

any rights in or on persons or entities not a party to this agreement.

17. **Notice.** All notices and reports arising out of, or from, the provisions of this agreement

must be in writing and given to the parties at the address provided under this agreement,

either by regular mail, e-mail, or delivery in person:

To PennDOT:

Title: District Executive; Engineering District 5-0

Address: 1002 W. Hamilton Street; Allentown, PA 18101

E-mail: ckufro@pa.gov

To the Municipality:

5 of 7

61

Title: Township Manager

Address: 4444 Walbert Ave., Allentown, PA 18104

E-mail: petruccit@southwhitehall.com

or to such other person or address as the parties may provide to each other in writing.

18. Force Majeure. Neither party will be liable for failure to perform under this agreement if

a failure to perform arises out of causes beyond the control and without the fault or

negligence of the nonperforming party. Causes may include, but are not limited to, acts

of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight

embargoes, and unusually severe weather. This provision will become effective only if

the party failing to perform immediately notifies the other party of the extent and nature

of the problem, limits delay in performance to that required by the event, and takes all

reasonable steps to minimize delays. This provision will not be effective unless the

failure to perform is beyond the control and without the fault or negligence of the

nonperforming party.

19. Integration and Merger. The parties intend this statement of their agreement to

constitute the complete, exclusive, and fully integrated statement of their agreement. As

such, it is the sole expression of their agreement, and they are not bound by any other

agreements of whatsoever kind or nature. The parties also intend that this agreement

may not be supplemented, explained, or interpreted by any evidence of trade usage or

course of dealing. In entering this agreement, the parties did not rely upon oral or written

statements or representations not contained within the document itself.

20. **Counterparts.** This agreement may be executed in counterparts, each of which is deemed

an original and has the full force and effect as an original, but all of which constitute one

and the same instrument.

[The remainder of this page is intentionally left blank.]

6 of 7

62

affixed below.	reement to	be effective at	of the date of the last.	on the second se
		[South Whitel	nall Township]*	
		Γitle:	Date	-
	•	Title.	Build	
DO NOT WRITE BELO	W THIS LI	NEFOR CO	MMONWEALTH USE	ONLY
			NWEALTH OF PENNS MENT OF TRANSPORT	
		BY Deputy	Secretary or Designee	Date
APPROVED AS TO LEGALITY AND FORM				
BYfor Chief Counsel	 Date			
BY	Date			
BY Deputy Attorney General				
Deputy Attorney General	Date			
*Municipality's resolution authori	zing execut	ion and attesta	ntion must accompany t	his agreement.

AT-61.2



MEMORANDUM FOR AGENDA ITEMS

То:	Board of Commissioners
FROM:	Tom Petrucci, Township Manager
DATE:	April 12, 2024
SUBJECT:	Approval of Resolution for SR 0309 & SR 1002 (Tilghman Street) Interchange Project: Interconnect for Traffic Signals- Cooperative Memorandum of Agreement
Сору То:	H. Bender; J. Alderfer; D. Manhardt; T. Fehnel

Please note that this is portion of the agenda pertaining to the above-reference project is tentative, as the specific language of the Cooperative Memorandum of Agreement is not finalized between South Whitehall Township, Upper Macungie Township and the City of Allentown.

• Background Information:

The SR 0309 and Tilghman Street (SR 1002) Interchange Project is a federally funded project conducted by the Pennsylvania Department of Transportation to replace the SR 0309 and Tilghman Street (SR 1002) Interchange in South Whitehall Township, Lehigh County, Pennsylvania. The project is primarily an interchange replacement project, but two new traffic signals are proposed for the ramp intersections with Tilghman Street (SR 1002), and ten existing traffic signals will be impacted by the project.

The purpose of the project is to reconstruct the existing SR 0309/Tilghman Street (SR 1002) Interchange to provide a facility that meets current design standards with a focus on including sufficient acceleration and deceleration lanes on SR 0309. Based on the analysis of existing and future conditions, improvements to this interchange are needed to improve safety, mitigate future congestion, eliminate facility deficiencies, and accommodate economic development.

The proposed new traffic signals and full signal replacements will incorporate modern signal technologies including emergency vehicle pre-emption, radar dilemma zone detection and video detection for actuated movements and for SR 0309 ramp pre-emption. The signals will be coordinated using spread spectrum radio for communication based on District 5 preference. Pedestrian push buttons and pedestrian countdown timers will be provided for all signalized crossings. ADA compliant curb ramps and sidewalks will be included throughout the project as feasible. The SR 0309 / Tilghman Street Interchange Project addresses the identified project purpose and needs to improve safety, relieve congestion, increase accessibility and mobility, and mitigate facility deficiencies.

The following twelve signalized intersections will have signal impacts as part of the project (note-South Whitehall Township intersections are highlighted in yellow):

- 1. Tilghman Street (SR 1002) & K-Mart Shopping Center Signal improvements
- 2. Tilghman Street (SR 1002) & Hausman Road / Cetronia Road (SR 3008) Signal improvements

- 3. Tilghman Street (SR 1002) & SR 309 SB Ramps Proposed new signalized intersection
- 4. Tilghman Street (SR 1002) & SR 309 NB Ramps Proposed new signalized intersection
- 5. Tilghman Street (SR 1002) & Parkway Road Full signal replacement
- 6. Tilghman Street (SR 1002) & 40th Street Signal timing improvements (City of Allentown)
- 7. Tilghman Street (SR 1002) & Springhouse Road Signal timing improvements
- 8. Cetronia Road (SR 3008) & Broadway Signal timing improvements
- 9. Cetronia Road (SR 3008) & Tilghman Square Drive Signal improvements
- 10. Cetronia Road (SR 3008) & Robert Morris Boulevard Signal timing improvements
- 11. Cetronia Road (SR 3008) & Shantz Road North (SR 2015) Signal timing improvements (Upper Macungie Township)
- 12. Cetronia Road (SR 3008) & Shantz Road South (SR 2015) Signal timing improvements (Upper Macungie Township)

It is important to note the following:

- The Township Engineer was engaged to review the technical aspects of this project. Comments issued by the Township Engineer on the plans remain under technical review.
- In order to implement the interconnect plan, PennDOT is requiring that South Whitehall Township, Upper Macungie Township and the City of Allentown enter into a Cooperative Memorandum of Agreement to ensure that the interconnect is properly administered, funded and maintained.
- The Cooperative Memorandum of Agreement for the interconnect plan will only become effective should Federal funding be secured for this project.
- As noted above, South Whitehall Township has the most signalized intersections that would be part of the interconnect system; therefore, it is proposed to have South Whitehall Township serve as the lead agency for purposes of primarily administrative coordination.
- It is proposed that each municipality would be fiscally responsible for the operation and maintenance costs associated with their own signalized sections. If there would be a cost impacting the entire interconnect system, the costs would be shared proportionately.

• Action Requested:

Approval of the following Resolution:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHP OF SOUTH WHITEHALL, LEHIGH COUNTY, COMMONWEALTH OF PENNSYLVANIA, APPROVING A COOPERATIVE MEMORANDUM OF AGREEMENT BETWEEN THE MUNICIPALITIES OF THE CITY OF ALLENTOWN, SOUTH WHITEHALL TOWNSHIP AND UPPER MACUNGIE TOWNSHIP FOR THE MULTIJURISDICTIONAL SIGNAL SYSTEM THAT IS A PART OF THE SR 0309 AND SR 1002 (TILGHMAN STREET) INTERCHANGE PROJECT

• <u>Budget Line Item(s) (if applicable)</u>: Please indicate approved budget amount for specified project(s).

Enclosure(s)

SOUTH WHITEHALL TOWNSHIP LEHIGH COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024-XX

(Duly Adopted April 17, 2024)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHP OF SOUTH WHITEHALL, LEHIGH COUNTY, COMMONWEALTH OF PENNSYLVANIA, APPROVING A COOPERATIVE MEMORANDUM OF AGREEMENT BETWEEN THE MUNICIPALITIES OF THE CITY OF ALLENTOWN, SOUTH WHITEHALL TOWNSHIP AND UPPER MACUNGIE TOWNSHIP FOR THE MULTI-JURISDICTIONAL SIGNAL SYSTEM THAT IS A PART OF THE SR 0309 AND SR 1002 (TILGHMAN STREET) INTERCHANGE PROJECT

WHEREAS, the Commonwealth of Pennsylvania (hereinafter called "Commonwealth") is about to upgrade traffic signals along SR 1002 (Tilghman Street) and SR 3008 Cetronia Road through the municipalities of the City of Allentown, South Whitehall Township and Upper Macungie Township as part of the SR 0309 & SR 1002 (Tilghman Street) Interchange Project (hereinafter called "Project"); and

WHEREAS, the Project includes the installation of two new traffic signals, replacement of select traffic signal equipment, video and radar detection, emergency pre-emption, signal controllers and pedestrian indications (hereinafter called the "Traffic Signal Enhancements").

WHEREAS, the Project also includes the installation of a communications system to interconnect traffic signals, the installation of spread spectrum radio (the installation of which shall be to the maximum extent that is, and wireless communications, practicable without requiring any fiber optic connections), and wireless communications (hereinafter called the "Communications Control System"); and

WHEREAS, the Traffic Signal Enhancements and the Communications Control System will become one multi-jurisdictional signal system, hereinafter called "MJSS"; and

WHEREAS, the Commonwealth has made application to the Federal Highway Administration for certain federal funds to enable the Commonwealth to construct and implement the MJSS and to make operational refinements to the MJSS and associated signal timings during a contractually designated test period. The Commonwealth shall undertake such Project, only, if it receives Federal Highway Administration funding; and

WHEREAS, should the project proceed, the municipalities shall be responsible for the ongoing maintenance of the traffic signals and the MJSS as the permit holders; and

WHEREAS, the municipalities have determined it is necessary to collectively adopt a Cooperative Memorandum of Agreement which sets forth the obligations of the municipalities for the maintenance and operation of the MJSS; and

WHEREAS, the obligations of the municipalities for the MJSS are contingent upon the Commonwealth obtaining Federal Highway Administration funding and proceeding with the construction and implementation of the MJSS. If the Commonwealth determines that it shall not proceed with the MJSS, the parties shall have no further obligations under this Agreement, and the Agreement will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of South Whitehall Township hereby adopts the following:

- 1. All "Whereas" clauses are incorporated herein as though more fully set forth at length.
- 2. This Agreement is entered into pursuant to the provisions of 53 Pa.C.S.A. §2303-2307 (relating to Intergovernmental Cooperation).
- 3. Subject to confirmation of funding by the Federal Highway Administration, the Commonwealth of Pennsylvania intends to upgrade certain traffic signals along SR 1002 (Tilghman Street) and SR 3008 Cetronia Road through the municipalities of the City of Allentown, South Whitehall Township and Upper Macungie Township as part of the SR 0309 & SR 1002 (Tilghman Street) Interchange Project.
- 4. Once the Commonwealth's project construction is complete and the included testing and operational support periods end, the City of Allentown, South Whitehall Township and Upper Macungie Township will establish a collaborative maintenance support and operational oversight program to be directed by South Whitehall Township and funded collectively by the three (3) municipalities.
- 5. The Agreement sets forth terms and conditions for multi-jurisdictional signal system MJSS oversight requirements, communications and signal control system maintenance requirements, traffic signal maintenance requirements, system housing responsibilities, supporting the interoperability and compatibility of MJSS, developer or other transportation enhancement project funding requirements under certain circumstances, coordinating to maximize safe and efficient MJSS operations for the life of the system, and dispute resolution.
- 6. The Township Manager of the Township of South Whitehall is hereby authorized and directed to execute on behalf of the Township of South Whitehall the

Cooperative Memorandum of Agreement, which is attached hereto as Exhibit "A" and incorporated herein as though more fully set forth at length.

FURTHER RESOLVED, that all Resolutions or parts of Resolutions inconsistent with this Resolution are hereby repealed and superseded by this Resolution.

DULY ADOPTED this 17th day of April, 2024, 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:	Diane Kelly, President
Tricia Dickert, Township Secretary	

EXHIBIT "A"

COOPERATIVE MEMORANDUM OF AGREEMENT

SR 1002 (Tilghman Street) and SR 3008 (Cetronia Road) Corridors MULTI-JURISDICTIONAL SIGNAL SYSTEM

THIS COOPERATIVE MEMORANDUM OF AGREEMENT, made this XX day of April, 2024, by and between

The City of Allentown, located at 435 Hamilton Street, Allentown PA 19101, hereinafter called "Party #1",

and

The South Whitehall Township, located at 4444 Walbert Avenue, Allentown, PA 19104, hereinafter called "Party #2",

and

The Upper Macungie Township, located at 8330 Schantz Road, Breinigsville, PA 18031, hereinafter called "Party #3",

and

WITNESSETH:

WHEREAS, the Commonwealth of Pennsylvania hereinafter called the "Commonwealth", is about to upgrade traffic signals along SR 1002 (Tilghman Street) and SR 3008 Cetronia Road through the municipalities Party #1, Party #2, and Party #3 as part of the SR 0309 & SR 1002 (Tilghman Street) Interchange Project hereinafter called the "Project"; and,

WHEREAS, the Project includes the installation of two (2) new traffic signals, replacement of select traffic signal equipment, video and radar detection, emergency pre-emption, signal controllers and pedestrian indications, hereinafter called the "Traffic Signal Enhancements". The Project also includes the installation of a communications system to interconnect the new (2) and existing (10) traffic signals, the installation of spread spectrum radio (the installation of which shall be to the maximum extent that is practicable without requiring any fiber optic connections), and wireless communications, hereinafter called the "Communications Control System".

WHEREAS, the Traffic Signal Enhancements and the Communications Control System will become one multi-jurisdictional signal system, hereinafter called "MJSS".

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter contained, the parties, with intent to be legally bound, agree as follows:

- 1. Project construction of the MJSS will include a testing and operational support period. Construction documents will require the Contractor to provide operational oversight and Communications Control System maintenance during that period. Maintenance of specific traffic signals will be the responsibility of the permit holder as defined on each signal installation's current "Application for Permit to Install and Operate Traffic Signals" and will remain in effect until construction begins and the construction operational support period ends.
- 2.Upon completion of the testing and operational support period for the MJSS, the parties will establish a collaborative maintenance support and operational oversight program for no less than a three-year period which will be directed by Party #2. Requirements to be covered in this agreement include:
 - a. MJSS Oversight Requirements:

- i. As necessary and as requested, confirmation to all parties and their traffic signal maintenance providers noting the system is functioning and/or malfunctioning. This includes verification there is active two-way communication to all traffic signals, verification the system software and traffic responsive software is operational, and confirmation all detection zones are functioning. Any Party may request this confirmation and coordinate with other Parties to ensure operation.
- ii. The implementation and coordination of timing plan revisions in areas covered by the MJSS due to other projects of the Commonwealth, any of the parties, or due to upgrades associated with approved Highway Occupancy Permits, and/or approved land development plans.
 - 1. Timing modifications are to be reviewed and approved by the Commonwealth consistent with existing signal timing modification procedures.
 - 2. Approved timing plan modifications will be implemented as soon as is practicable after confirmation of approval is received in writing from the Commonwealth.
- iii. The implementation of the special events timing plan at the discretion of the parties and with input agreement from the Commonwealth.
- iv. Participation in MJSS status meetings as noted in paragraph 5 below.
- c. Traffic Signal Maintenance Requirements:
 - i. Standard maintenance and record-keeping, as applicable and determined to be necessary, shall be conducted individually by the municipalities in accordance with PennDOT Publication 191, Guidelines for the Maintenance of Traffic Signal Systems and per manufacturer maintenance guidance. Each individual municipality agrees to be fiscally responsible for the costs associated with their own individual signals (as well as any and all associated equipment) located within the jurisdictional limits of their own municipalities. Should there be costs associated with the MJSS overall, each municipality shall pay a proportionate share of the overall costs based on the number of signals located in each individual municipality.
- 3.Party #2 will house the master signal system controller, the system-wide computer system and associated software as well as an antenna and other communications equipment required to provide communication to field controllers. Housing responsibilities will include:
 - a. Providing minimal office table-top space for the adaptive controller and system computer, if determined to be necessary for the proper functionality of the MJSS.
 - b. Permitting an antenna to be mounted at the office, if determined to be necessary for the proper functionality of the MJSS.
 - c. Incidental costs associated with providing power to the controller and system computer to be located in the office.
- 4. Spare equipment provided by the Commonwealth (if any), or any equipment removed from the intersection(s) as part of the Project shall be given to the respective individual municipalities in which the spare equipment originated or from where the spare equipment was removed. Such

- equipment may include (but is not limited to): controllers, light emitting diode signal indications and countdown pedestrian indications.
- 5. The parties agree to support the interoperability and compatibility of MJSS by requiring future enhancements and upgrades to the MJSS to use emergency preemption systems, video and radar detection equipment, signal controllers and other equipment to be compatible with the existing MJSS. For all signal projects (Developer-led, Municipality-led, State-led), plans, specifications and estimates shall be provided to the Commonwealth and to each party for review.
- 6. The parties agree to coordinate as needed to maximize safe and efficient MJSS operations for the life of the system. Key coordination activities include:
 - a. Implementation of timing plans.
 - b. Implementation of a maintenance plan in accordance with paragraph 2 above. Party #2 will coordinate the implementation of this agreement.
 - c. Agreement to support the interoperability and compatibility (including all associated equipment and software) of MJSS as detailed in paragraph 2 above.
 - d. Agreement to have a MJSS status meeting on an as needed basis to be initiated by Party #2. Any proposed changes or updates to the communications system necessitates a MJSS status meeting. If no changes are proposed to the system by any Party since the last MJSS status meeting, then a MJSS status meeting is not required.
 - e. Agreement to meet as needed to discuss future enhancements. Party #2 will coordinate these meetings. This meeting is only required if changes or enhancements to the system are desired by one or more Parties.
 - f. Agreement to address dispute resolution as detailed in paragraph 7 below.
 - g. Coordination with any PennDOT District 5-0 County Traffic Signal Program.
 - h. Coordination concerning any future land developments or corridor/system enhancements to determine if there are any impacts to the MJSS.
 - i. Coordination concerning any special event timing plans, which shall include, but not be limited to any major traffic detour routes.
- 7. Disputes arising between the parties should be resolved in the following manner:
 - a. Party #1 and Party #3 agree to meet along with Party #2 to discuss the dispute and identify a resolution.
 - b. If the dispute is not resolved or if there is a dispute with Party #2; the parties agree to meet with an arbitrator to resolve the dispute. The decision of the arbitrator shall be final and conclusive unless, within thirty (30) days after receipt of such written determination, Party #1 and/or Party #3 then file a claim with the Court of Common Pleas. Pending a final judicial resolution of a controversy or claim, Party #1 and/or Party #3 shall proceed diligently with the performance of the Agreement in a manner consistent with the interpretation of the arbitrator.
- 7. This Agreement is contingent upon the governing body of each party granting approval at a public meeting pursuant to and in accordance with the Intergovernmental Cooperation Act, 53 Pa. C.S. §2301 et seq. This Agreement is also contingent upon its execution by all parties to the Agreement along with PennDOT moving forward with the Project and receipts of funds. This agreement shall remain in place for the life of the multijurisdictional signal systems unless discontinued by all parties. Removal by individual parties will be coordinated with the County such that adjustments to remaining MJSS elements can be made. Technical issues regarding this agreement and the proposed MJSS maintenance and operations should be forwarded to:

Director of Public Works City of Allentown 435 Hamilton Street Allentown, PA 18101

Township Manager Upper Macungie Township 8330 Schantz Road Breinigsville, PA 18031

Township Manager South Whitehall Township 4444 Walbert Avenue Allentown, PA 18104

	attested by their	proper officials, pursuant	3 have caused this Agreement to be duly to due and legal action authorizing the
ATTEST: CITY O	F ALLENTOW	N	
by		_ by	
Signature	Date	Signature	Date
Title		Title	

	ttested by their p	roper officials, pursuant t	B have caused this Agreement to be duly to due and legal action authorizing the
ATTEST: SOUTH WHITEHALL TOWNSHIP			
by		by	
Signature	Date	Signature	Date

Title

Title

	attested by their	proper officials, pursuant	3 have caused this Agreement to be duly to due and legal action authorizing the
ATTEST: UPPER	MACUNGIE T		
Signature	Date	_ by Signature	Date
Title		Title	



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Community Development

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS

SUBJECT: A Resolution of the Board of Commissioners of South Whitehall

Township, Lehigh County, Pennsylvania, Authorizing the Township

Manager to Execute a Professional Services Contract with Landstudies for a Feasibility Assessment and Concept Plan Development for the Jordan Creek at Covered Bridge Park.

SUGGESTED ACTION: • Motion to adopt said resolution authorizing Township Manager to

execute Professional Services Contract with Landstudies for a feasibility assessment and concept plan development for the Jordan Creek at CBP.

ATTACHMENTS:

Memorandum- Jordan Creek Feasibility Study.pdf Resolution- Jordan Creek Feasibility Study.pdf

2024-03-19 - Jordan Creek at Covered Bridge Park Feasibility Proposal_REV1.pdf

2024-03-20 - Jordan Creek at Covered Bridge Park assessment Reach.pdf



MEMORANDUM FOR AGENDA ITEMS

То:	Board of Commissioners
FROM:	Tom Petrucci, Township Manager
DATE:	April 9, 2024
SUBJECT:	Approval of Resolution: Feasibility Assessment and Concept Plan Development for Jordan Creek at Covered Bridge Park
Сору То:	H. Bender; D. Manhardt; C. Strohler; T. Fehnel

• Background Information:

South Whitehall Township management/administration have observed repeated instances of flooding and scouring at Covered Bridge Park along the Jordan Creek.

Upon review of the 2013/2014 Covered Bridge Park Master Site Plan, the proposed current and future amenities were built around the concept of remediating the environmental and flooding concerns related to the Jordan Creek. As the park has been developed over time, the environmental and hydrogeological issues have not been rectified and the flooding/scouring issues have continued.

Township management/administration have determined it is in the best interests of the Township to evaluate potential options for the long-term environmental remediation of the Jordan Creekboth upstream and downstream of the Covered Bridge Park/Wehr's Dam area with the broadly defined goal of improving the stream morphology.

Enclosed is a professional services proposal for environmental services firm, LandStudies, to conduct a Feasibility Assessment and Concept Plan Development for the Jordan Creek at Covered Bridge Park in the amount of \$9,900.00. LandStudies is an environmental firm based in Lititz, PA that has extensive background and experience in working with municipalities on environmental issues and ecological plans. Their staff has the appropriate certifications and experience to assist the Township with this project.

The overall proposed intent of this study and the key factors associated with this study are identified as follows:

- Identify options for environmental remediation options in the identified study area based on the existing layout and configuration of Covered Bridge Park.
- It is important to note that this study is a starting point to help give the Township options to consider for future study and remediation options. This proposal is not for a complete

Hydrologic and Hydraulic (H&H) Study. However, the scope of work of this proposal will confirm whether it would be recommended to conduct a full H&H Study as an option.

• This study is not necessarily a panacea for all of the above-identified issues at Covered Bridge Park. This is a starting point in order for the Township, including management/administration and the governing body, to evaluate future potential remediation options.

This study was reviewed by the Board of Commissioners during the regular public meeting held on Wednesday, April 3, 2024, and the governing body was supportive of moving forward with the proposal.

• Action Requested:

Approval of the following Resolution:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH LANDSTUDIES FOR A FEASIBILITY ASSESSMENT AND CONCEPT PLAN DEVELOPMENT FOR THE JORDAN CREEK AT COVERED BRIDGE PARK

• <u>Budget Line Item(s) (if applicable)</u>: Please indicate approved budget amount for specified project(s).

General Fund- 01460002-40312 (Community Development Consulting Services)- \$240,000.00. To date, \$92,329.89 has been encumbered in this account (including 2023 carried over purchase orders totaling \$137,759.63); however, \$239,512.50 is currently available in the account due to the fact that the 2023 purchase orders for encumbered contracts for consultants were already carried over and the total adjust line item with all encumbered amounts is \$377,759.63. \$45,917.24 has been expended to date in the account.

SOUTH WHITEHALL TOWNSHIP LEHIGH COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024-

(Duly Adopted April 17, 2024)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH LANDSTUDIES FOR A FEASIBILITY ASSESSMENT AND CONCEPT PLAN DEVELOPMENT FOR THE JORDAN CREEK AT COVERED BRIDGE PARK

WHEREAS, the Board of Commissioners has determined it is in the best interests of the Township to evaluate potential options for the long-term environmental remediation of the Jordan Creek- both upstream and downstream of the Covered Bridge Park/Wehr's Dam area with the broadly defined goal of improving the stream morphology; and

WHEREAS, the Board of Commissioners desires to engage a professional services firm that is qualified in the areas of environmental remediation and ecological studies.

WHEREAS, the Township has obtained a proposal from the environmental professional services firm LandStudies, Inc., which is located in Lititz, Pennsylvania.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania, does hereby approve the following:

- 1. All "Whereas" clauses are incorporated herein as though more fully set forth at length.
- 2. That the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania does hereby approve entering into a professional services contract with LandStudies, Inc. at a cost not to exceed nine-thousand nine-hundred dollars (\$9,900.00).
- 3. The Township Manager of the Township of South Whitehall is hereby authorized and directed to execute on behalf of the Township of South Whitehall the LandStudies, Inc. Proposal #PD-1139.2-24 (dated March 16, 2024), which is attached hereto as Exhibit "A" and incorporated herein as though more fully set forth at length.
- 4. The Township Manager of the Township of South Whitehall is hereby designated as the Project Manager for this project, and will serve as the primary point of contact between LandStudies, Inc. and the Township in order to ensure the completion of the project.

DULY ADOPTED, this 17th day of April, 2024 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:	Diane Kelly, President
Tricia Dickert, Township Secretary	

EXHIBIT "A"



March 19, 2024

Tom Petrucci South Whitehall Township 4444 Walbert Avenue Allentown, PA 18104

RE: Proposal of Services

Jordan Creek at Covered Bridge Park Feasibility

LSI Proposal #PD-1139.2-24

Dear Tom,

Thank you for the opportunity to prepare a scope of work to evaluate 7,300 LF of Jordan Creek at Covered Bridge Park, within the extents shown on the attached assessment map, and prepare a concept plan and narrative summary for restoration opportunities that have multiple benefits to the township and community. LandStudies completed an assessment and master plan working with YSM Landscape Architects for the township in 2013/14 and is familiar with the site conditions at the time. We will use this background knowledge to build a concept plan aligned with the new goals of the township. We understand that the intent is to evaluate options with the dam remaining in place, and that assessment and recommendations are needed both upstream and downstream of the dam. This concept plan and summary narrative will be a guide for the township to take the next steps toward design, permit, and ultimately construction. The deliverables will also serve in support of future grant applications for project funding.

The following scope of work outlines the services we propose:

SCOPE OF WORK

Deliverables for this task will include a rendered concept plan illustrating the restoration opportunities within the context of the preliminary site layout. A brief summary narrative of the findings and concept plan that will define the next steps including, further study components, preliminary cost opinion, phasing, and funding opportunities.

LandStudies will attend one (1) virtual meeting with the client to present the concept plan and discuss the next steps.

Fixed Fee.......\$9,990

EXCLUSIONS

- H&H Study
- Nutrient and Sediment Load Reductions
- Cost Opinion
- Design calculations and detailed plans
- Construction documents
- Agency or municipal permitting
- Concept plan revisions
- Additional meetings outside of those listed above

ADDITIONAL SERVICES AVAILABLE

Upon Request, LandStudies will provide a proposal for the following additional services associated with this scope of work:

- Design
- Permitting
- Construction management/oversight
- Installation of erosion and sediment control BMPs
- Plant installation
- Monitoring
- Maintenance

SCHEDULE

Upon authorization of this scope of work, LandStudies, Inc. and the client will establish a mutually acceptable project schedule.

TERMS AND CONDITIONS

By authorizing this contract, LandStudies, Inc. and the client agree to the provisions outlined by the attached 'Terms and Conditions'.

BILLING

This signed contract is necessary to begin the work associated with this contract.

Work associated with this contract will be billed monthly as it is completed on a percent complete basis.

Any additional out-of-scope services will be addressed through a change order or billed at Time & Materials.

Payment not received within thirty (30) days will be deemed delinquent and will become subject to a penalty charge of 21% per year on the unpaid balance.

Fees, terms, and conditions are valid for 30 days. If the Scope of Work and fees are acceptable to you, please acknowledge so by signing, dating, and returning this contract to our office within the 30 day-period.

It is important that any questions with respect to matters outlined above be addressed and resolved promptly. Please do not hesitate to discuss them with us at any time. We look forward to working with you on this project and appreciate the opportunity to serve your needs. If you have any questions or comments, please feel free to call me at 717-627-4440 at your convenience.

Sincerely,

Eric Lyons Project Manager

Proposal of Services:
Proposal Number:
PD-1139.2-24
Contract Submittal Date:
March 19, 2024
Fixed Fee \$9,990

Accepted and approved by:
Date:

Print Name:

Company Name:

Title:

Name & Email address to send invoices to:

PO and/or Job Number (if applicable):

LandStudies, Inc. (Sometimes "LandStudies") Terms and Conditions

Professional Services

Fixed Fee Projects: Unless otherwise agreed, payment schedule is based on the percent of work completed for each phase of work.

Time and Material (T&M) Projects: Billings are based on the hours worked, including travel time, and actual expenses incurred plus profit. Where an estimated total has been given, unless specifically noted, it is not a guaranteed figure but is provided solely to assist in project planning.

Overtime: Overtime service will be provided only upon authorization at 1.5 times the hourly rate.

Equipment Usage – Costs for use of company equipment on a project site will be billed at a set rate, rates are available upon request. Direct expenses will be charged at cost plus profit.

Proposals

Proposals are open for thirty (30) days, unless withdrawn within that time. If work begins upon Client's request prior to execution of an agreement or engagement letter, these terms will govern the terms of the engagement. When an agreement or engagement letter is executed, these terms will supplement the agreement. If there is a conflict between these terms and conditions and the terms of any such agreement or engagement letter, the terms of this agreement or engagement letter will prevail. These terms and conditions will apply to the agreement between LandStudies and the Client, unless otherwise expressly agreed, notwithstanding contrary terms or conditions contained in any purchase order, engagement letter, agreement, or other document which Client uses to accept Landstudies' proposal.

Client's Responsibility

In addition to other agreed upon obligations, the Client must assure access to the site and suitable storage areas for LandStudies' tools, equipment, and materials. Client must timely provide complete physical information about the site and/or buildings, including but not limited to surveys, maps, elevations, flow rates, nazardous substances, and the like, necessary or desirable for LandStudies to complete its work. Client must also timely provide access to legal, accounting, and insurance advice as LandStudies may require, and Client must timely review proposals, schedules, plans, and specifications prepared by LandStudies, and cooperate with LandStudies so that LandStudies may complete its work in a timely fashion. Client further agrees to credit LandStudies, Inc. in any publicity referencing the project design. Unless otherwise agreed in writing, Client shall obtain at its expense all permits and authorizations necessary for performance of LandStudies' work or for the project of which LandStudies' work is a part.

Invoices

Unless otherwise agreed, Clients will generally be invoiced monthly for services performed during the previous month. Payment is due on receipt. Interest will be added after 30 days at the rate of 1.5% per month or partial month overdue. LandStudies, Inc. may suspend or terminate its work upon ten days notice if any invoice is not paid when due. Client will reimburse LandStudies its reasonable attorney's fees and litigation costs incurred in pursuing collection of any amount due from Client.

Reimbursable Expenses

In addition to payment of fees, Client must reimburse LandStudies for its out-of-pocket expenses incurred in performing the work, such as, but not limited to, prints, reproducible, photocopies, travel related expenses, mileage, deliveries, long distance communications, fax transmissions, photography, outside consultants, approval and permit fees, and any supplemental insurance requested. Reimbursable expenses will be billed at LandStudies' standard rates plus 10 percent. If LandStudies engages any subcontractor to perform work for Client, or a portion of LandStudies' work, then Client shall reimburse LandStudies the subcontract cost, plus 15%. Reimbursement will be provided at cost for any sales tax which may be assessed in the course of providing professional services.

Change of Work, Delays

In fixed fee engagements, changes to the work are not covered and will be billed at LandStudies' hourly rates or in accordance with a change order. When practicable, additional work or changes to the work shall be made by written change orders submitted to and approved by Client. Notwithstanding the foregoing, Client will be bound by any changes to the work authorized by it. Among other circumstances, changes to the work should be anticipated in projects constructed by methods where design and coordination services may be out of typical sequence or scheduling. If LandStudies is delayed in commencing or completing its work due to causes beyond its control, including but not limited to Client's failure to perform any of its obligations in a timely fashion, LandStudies reserves the right to increase its fees for the work in an equitable amount as compensation for the delay.

Additional Services

Services beyond those agreed to, including among others, revisions due to adjustments in the project scope, quality, or budget are considered Additional Services and will be billed at the hourly rates referenced above.

Dispute Resolution

All claims and disputes relating to the services provided shall be resolved by arbitration under the rules of the American Arbitration Association in Lancaster County, Pennsylvania. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred. The decision of the arbitrators shall be final and binding and judgment may be entered upon any such decision in any court of competent jurisdiction. The agreement between LandStudies is considered to have been made in Lancaster County, Pennsylvania and any action or arbitration may be commenced and maintained in and only in Lancaster County, Pennsylvania. The agreement between LandStudies and Client shall be governed by and construed under Pennsylvania law.

Limitation of Liability, Indemnification

Unless expressly agreed to the contrary, damages incurred by Client, or with respect to which Client is threatened as a result of any action or failure to act arising out of LandStudies' work (whether as a breach of contract or the negligent or claimed negligence of LandStudies) shall in no event exceed the greater of \$50,000 or the total amount of LandStudies' fees paid by Client in connection with the work. Client shall indemnify, defend, and hold LandStudies harmless from and against any and all cost, damage, losses, liability and actions to which it may be subject, or with which it may be threatened as a result of anything Client or its representatives, contractors, subcontractors, employees or agents do, or fail to do, in connection with the project of which the work is a part, or as a result of any failure by Client to perform any of its obligations under this agreement.

Use of LandStudies Drawings and Photographs

The drawings and specifications provided by LandStudies belong to LandStudies. Client's rights are limited to a nontransferable license of use solely with respect to the project of which LandStudies' work is a part. LandStudies retains all rights, including but not limited to copyrights therein. Copies may be retained by the Client for reference, but may not be used on any other projects or to complete this project without consent of LandStudies. Owner grants to LandStudies and LandStudies reserves the right to utilize documents produced by LandStudies under this agreement along with photographs, prints, and/or digital images of the project before, during and after construction for their promotional use.

Termination of Agreement

In addition to LandStudies' other rights of termination, either party may terminate this agreement upon 30 days prior written notice if the other fails to perform any of its obligations in a timely manner and such failure is not cured within such thirty-day period. If commencement or performance of LandStudies work is delayed or suspended (not a result of LandStudies failure to perform its obligations) for more than sixty days, LandStudies, Inc. may either terminate this agreement upon ten days prior written notice to Client or receive delay charges from Client sufficient in LandStudies' reasonable determination to compensate it for such delay. In the event of termination of this agreement for any reason, Client shall pay LandStudies all its fees and reimbursable expenses for work performed through the date of termination, however, if termination is for any reason other than LandStudies' failure to perform its work, then Client shall pay LandStudies the greater of (a) all such fees and reimbursable expenses, plus twenty percent, or (b) ninety percent of any fixed fee agreement plus all reimbursable expenses, or (c) ninety percent of the estimated fees to be charged by LandStudies for performance of the work. If this agreement is terminated by for any reason other than because of LandStudies' failure to perform its work, it shall have no obligation whatsoever with respect to the work performed or anticipated to be performed hereunder.

Insurance

LandStudies, Inc. maintains Workman's Compensation Insurance, General Liability Insurance, Automobile Insurance, and Professional Liability Insurance. Copies of insurance certificates are available upon request.

Estimates

Any estimate of costs and expenses relating to the project of which the work is a part or of LandStudies work itself, other than in fixed fee arrangements, are estimates only. LandStudies cannot assure that actual construction or other costs will not vary from any proposal or project budget. Client should anticipate that some changes and adjustments in the project will be required either during or after construction.

Rev. 10.02.12





Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Community Development

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS

SUBJECT: A Resolution of the Board of Commissioners of South Whitehall

Township, Lehigh County, Pennsylvania, Authorizing the Township Manager to Execute a Settlement Agreement with Chabad Lubavitch

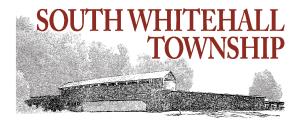
of the Lehigh Valley, Inc.

SUGGESTED ACTION:• Motion to adopt resolution authorizing the execution of said settlement

agreement.

ATTACHMENTS:

2024.04.11 CD DIRECTOR - BOC Memo Chabad Agreement.pdf Resolution- Chabad Settlement Agreement.pdf



MEMORANDUM FOR AGENDA ITEMS

To:	Board of Commissioners
From:	David Manhardt, AICP, Director of Community Development
Date:	April 11, 2024
Subject:	Settlement Agreement, 4457 Crackersport Road Chabad Lubavitch of the Lehigh Valley
Copy To:	T. Petrucci, H. Bender; G. Adams; T. Fehnel

Background Information:

The project was approved by the Board of Commissioners at their February 3, 2016 meeting through Resolution 2016-23. The plan was recorded on October 27, 2017 and construction commenced shortly afterward. At the May 3, 2023 Board of Commissioners meeting, the BOC made a motion for a security reduction.

As of March 2024, the Developer owed the Township a past due amount of \$29,016.00. The attached resolution authorizes the entering into a Settlement Agreement to address the past due amount.

Action Requested:

Approval of attached resolution authorizing the entering into a settlement agreement.

Budget Line Items:

"Subdivision Reimbursable" for Legal and Engineering

SOUTH WHITEHALL TOWNSHIP LEHIGH COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024-

(Duly Adopted April 17, 2024)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP MANAGER TO EXECUTE A SETTLEMENT AGREEMENT WITH CHABAD LUBAVITCH OF THE LEHIGH VALLEY, INC.

WHEREAS, CHABAD LUBAVITCH OF THE LEHIGH VALLEY, INC. ("Developer"), a Pennsylvania non-profit corporation, having an address of 4457 Crackersport Road, Allentown, PA 18104 is the owner of that certain 0.95-acre parcel of land situate in the Township of South Whitehall, County of Lehigh, and Commonwealth of Pennsylvania located at 4457 Crackersport Road, South Whitehall Township, Pennsylvania 18104, which parcel of land is commonly identified as Lehigh County Tax Parcel ID No. 547760221361-1 ("Property"); and

WHEREAS, Developer proposed to develop the Property by constructing a 5,058 square foot building addition and certain other improvements as reflected on the Grading Permit Plans for Chabad Lubavitch of Lehigh Valley prepared by Liberty Engineering, Inc., dated June 24, 2016 and last revised December 19, 2017 (collectively hereinafter, "Plan"); and

WHEREAS, the Township Board of Commissioners adopted Resolution No. 2016-23 on February 3, 2016 titled "A Resolution Granting a Waiver of Subdivision and Land Development Review and Approval Requirements of the South Whitehall Township SALDR for Chabad Lubavitch of the Lehigh Valley, Inc., Relating to a Property Located at 4457 Crackersport Road"; and

WHEREAS, the Township Board of Commissioners adopted Resolution No. 2019-31 on June 19, 2019 extending the conditional approval to December 19, 2019; and

WHEREAS, the Township Board of Commissioners adopted Resolution 2019-70 on December 18, 2019 extending the conditional approval again to February 16, 2020; and

WHEREAS, a Security Agreement between the Township and the Developer dated February 12, 2020 was recorded on February 21, 2020 at Instrument Number 2020005543 in the Lehigh County Recorder of Deeds Division, which required inter alia Developer's payment of legal and engineering fees incurred by the Township as a result of the Plan and further stated that all sums not paid within thirty (30) days after the original invoice date shall bear a compound interest charge of fifteen percent (15%) per annum on past due balances; and

WHEREAS, as of September 30, 2023, Developer owed to the Township a past due sum in the amount of Twenty-Seven Thousand Thirty-Eight and 00/100 Dollars (\$27,038.00) (hereinafter referred to as the "Settlement Sum"); and

WHEREAS, Developer has requested that the Township accept a payment plan with regard to the Settlement Sum.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania, does hereby approve the following:

- 1. All "Whereas" clauses are incorporated herein as though more fully set forth at length.
- 2. That the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania does hereby approve entering into a Settlement Agreement, which is incorporated herein as though more fully set forth at length as Exhibit "A" with the Developer.
- 3. The Township Manager of the Township of South Whitehall is hereby authorized to execute the Settlement Agreement (Exhibit on behalf of South Whitehall Township.

DULY ADOPTED, this 17th day of April, 2024 by a majority of the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, execute this Resolution on behalf of the Board.

	TOWNSHIP OF SOUTH WHITEHALL BOARD OF COMMISSIONERS	
	Diane Kelly, President	
ATTEST:		
Tricia Dickert, Township Secretary		

EXHIBIT "A"



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Community Development

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS

SUBJECT: A Resolution Extending the Conditional Preliminary/Final Approval to

a Major Plan Entitled "1670 Church Road Padda Property LLC".

SUGGESTED ACTION:• Motion to adopt resolution granting a six month (180 day) extension of

the P/F Plan regarding "1670 Church Road Pradda Property LLC".

ATTACHMENTS:

2024.04.10 CD PLANNING - BOC Packet Excerpt Extending Approval of 1670 Church Road Padda Property - 2022-104.pdf



MEMORANDUM FOR AGENDA ITEMS

To:	Board of Commissioners
FROM:	Gregg R. Adams, Planner
DATE:	October 12, 2022
SUBJECT:	A Resolution Extending The Conditional Preliminary/Final Approval Granted To A Major Plan Entitled "1670 Church Road Padda Property LLC"
Сору То:	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 1670 Church Road. The plan proposes to renovate the existing commercial building, construct a 23-space parking lot, and stormwater management facility on the 3.4912-acres parcel. The property is zoned Industrial Commercial-1 Special Height Limitation IC-1. Padda Property LLC is the owner and applicant.

The Board of Commissioners granted conditional preliminary/final approval to the project on October 19, 2022, with 23 conditions.

At their March 26, 2021 hearing, the Zoning Hearing Board granted three Special Exception approvals to permit a Motor Vehicle Repair Facility and a dimensional variance of 2.88 feet from the required 50-foot front yard parking setback, as part of Appeal 2020-04. At their February 23, 2022 hearing, the Zoning Hearing Board granted the applicant a one-year extension of the above-mentioned approvals to permit the applicant to work through land development issues.

The applicant is requesting additional time to obtain the necessary PA DEP approval for a site remediation plan that is a precondition of securing a Letter of Credit to secure the public improvements.

The applicant, to date, has satisfied eighteen of the twenty-three conditions of approval. Note that two of the conditions are legal protections and one is the requirement to record the plan within eighteen months of approval. Therefore, two conditions of approval are unaddressed, including the requirement to settle all open invoices, which is not confirmed until the plan is ready to be recorded. Please see the Conditions of Approval Status attachment.

• Action Requested:

The applicant requests an extension of the preliminary/final plan approval by one hundred eighty (180) days. Staff recommends an extension of six (6) months.

Staff has no objections to the request.

• Attachments:

- 1. Applicant's Extension Request Letter dated March 26, 2024
- 2. Aerial Image and Site Plan
- 3. Conditions of Approval Status
- 4. Resolution

FOGELSVILLE OFFICE

JON A. SWARTZ jaswartz@swartzllc.com

RICHARD W. SHAFFER, JR. OF COUNSEL rshaffer@swartzllc.com

PAMELA N. ZETTERBERG OF COUNSEL pzetterberg@swartzllc.com THE LAW OFFICES OF

PROKUP & SWARTZ

7736 MAIN STREET
FOGELSVILLE, PENNSYLVANIA 18051- 1616
610.439.1000
610.439.1577 (FAX)

ALLENTOWN OFFICE

MICHAEL PROKUP mprokup@prokuplaw.com P.O. BOX 3662 ALLENTOWN, PA 18106 610.628.4800 610 - 351 - 4991 (FAX)

March 26, 2024

VIA Email Only: adamsg@southwhitehall.com Gregg Adams, Planner South Whitehall Township 4444 Walbert Avenue Allentown, PA 18104-1619

RE: Padda Property LLC – 1670 Church Road Request for Extension of Time to file Development Plan

Dear Mr. Adams,

Please accept this correspondence as the Applicant's request to be placed on the Agenda for the April 17, 2024, Board of Commissioners' Meeting.

The purpose of this request is to allow for an additional one hundred eighty (180) days (extension) in which to record the development plan for the subject property.

The reason for this request is so that the applicant can obtain necessary DEP approval for a site remediation plan which is required before the applicant can obtain and meet the requirement for a letter of credit pursuant to the conditions of the development plan approval.

Except for the completion of the above-items and the subdivision, improvement, security, maintenance and indemnification agreements (awaiting drafts), all other conditions of the approval have been accomplished. The development plan is signed by the applicant and is with the township.

Please contact me if you need further information and kindly confirm that we are, in fact, on the agenda for the April 17, 2024, meeting.

Very truly yours,

ION A SWARTZ

JAS/as

Cc: Jennifer Alderfer, Esquire via email

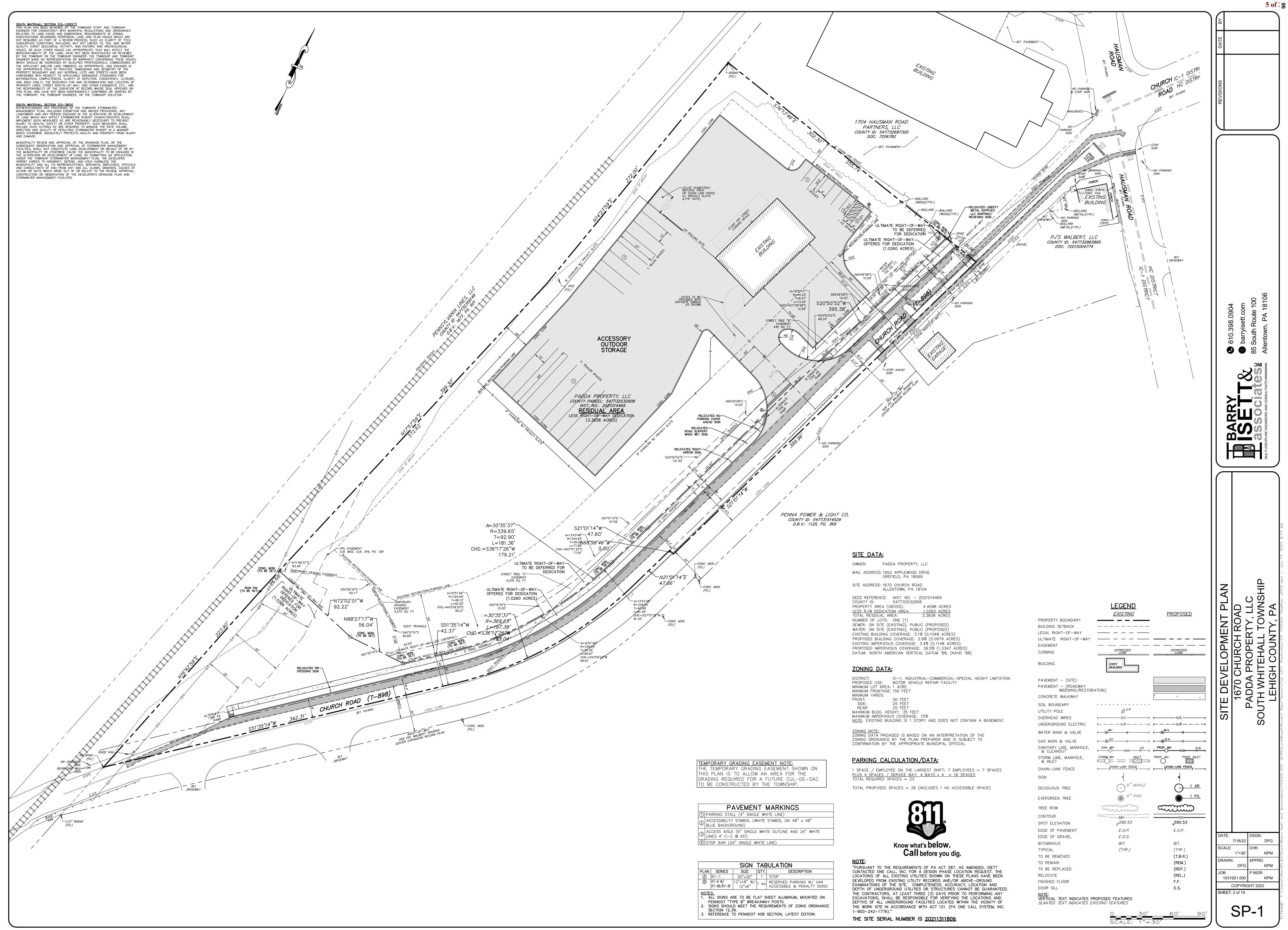
Kevin Markell, PE via email Padda Property LLC via email



1670 Church Road Padda Property LLC Major Plan 2022-104
Location Map



1670 Church Road Padda Property LLC Major Plan 2022-104



SUBDIVISION STATUS SHEET

	Fee Amount	Due Date	Date Paid
Sewer Allocation Fee	\$787.60	Prior to Plan Recording	1/30/2024
Water Allocation Fee	\$787.60	Prior to Plan Recording	1/30/2024
Sewer Tapping fee	\$4,125.00	Prior to Building Permit	
		Issuance	
Water Tapping Fee	\$2,827.50	Prior to Building Permit	
	\$2,827.50	Issuance	
Open Space Fee	\$13,284.75 per 9/7/23 Plan	Prior to Plan Recording	1/30/2024

- That the applicant shall execute subdivision improvement, security, maintenance and indemnification agreements acceptable to the Township and its Solicitor, that sufficient security in a form acceptable to the Township be posted, that such security shall be available for draws/presentation no further than 60 miles from the Township's office, and evidence of insurance coverage in an amount satisfactory to the Township in its sole discretion shall be provided prior to the plan being recorded.
- ✓ That the applicant shall address to the satisfaction of the Township Engineer, the comments of Mr. Anthony Tallarida, as contained in his review dated August 11, 2022.
- ✓ That the applicant shall address to the satisfaction of the Township Water & Sewer Engineer, the comments of Mr. Jason Newhard, as contained in his review dated August 12, 2022.
- ✓ That the applicant shall address to the satisfaction of the Township Geotechnical Consultant, the comments of Mr. Chris Taylor, as contained in his review dated August 10, 2022.
- ✓ 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 August 12, 2022.
- That the applicant shall address to the satisfaction of the Public Works Department, the comments of Mr. Herb Bender, as contained in his review dated August 10, 2022.
- That the applicant addresses to the satisfaction of the Lehigh Valley Planning Commission, the comments of Ms. Bambi Griffin Rivera as contained in her August 19, 2022 review.
- That the applicant shall obtain a letter from the Pennsylvania Department of Environmental Protection approving the NPDES Permit application pursuant to Section 312-39(e) of the Subdivision and Land Development Ordinance.
- That the applicant shall obtain a letter from the Pennsylvania Department of Environmental Protection approving a sewage facilities planning module or an exemption thereto.
- That the applicant shall comply with the March 15, 2022 recommendation of the Parks and Recreation Board.

- ✓ That the applicant shall comply with the July 29, 2022 recommendation of the Landscape and Shade Tree Commission.
- ✓ That the applicant shall address 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 additional right-of-way along the frontage of Church Road at a width acceptable to the Township for the construction of the proposed right-of-way improvements. 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.
- That the applicant shall dedicate to the Township additional right-of-way along the frontage of Church Road at a width acceptable to the Township at such time as the Township Board of Commissioners shall require in the event of future right-of-way improvements projects that necessitate the dedication. The right-of-way area to be dedicated in the future shall be depicted on the plan with a note stating the terms of the future dedication with language acceptable to the Township Solicitor. 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.
- That the applicant shall dedicate to the Township a utility easement of sufficient size in an area acceptable to the Township for accessing the water meter pit. 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.
- That the applicant shall secure from the Township a utility easement of sufficient size in an area acceptable to the Township within the right-of-way of Church Road for constructing and maintaining the water service line. The recording of the Deed of Easement shall occur prior to the plan being recorded. The Deed of Easement shall be in a form acceptable to the Township Solicitor, and the applicant shall furnish to the Township Solicitor a description for the Easement that has been approved by the Township Engineer.

- That the applicant shall secure from the Township a utility easement of sufficient size in an area acceptable to the Township within the right-of-way of Church Road for constructing and maintaining the force main sanitary sewer service line. The recording of the Deed of Easement shall occur prior to the plan being recorded. The Deed of Easement shall be in a form acceptable to the Township Solicitor, and the applicant shall furnish to the Township Solicitor a description for the Easement that has been approved by the Township Engineer.
- If deemed to be necessary, the applicant shall be responsible for making necessary arrangements with the municipality and the public service company involved for streetlights as approved by the Board of Commissioners and shall further be responsible for providing utility easements for lighting standards and fixtures, in accordance with Section 312-41(a)(1)(A) of the Subdivision and Land Development Ordinance.
- That a Declaration of Covenants and Easement for Maintenance of Stormwater Management Facilities prepared by the Township Solicitor shall be executed for the maintenance of the on-site stormwater management facilities.
- That the applicant shall reconcile all open invoices for Township engineering and legal services prior to the plan being recorded.
- O 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.
- O 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.
- O 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. 2024-(Duly Adopted April 17, 2024)

A RESOLUTION EXTENDING THE CONDITIONAL PRELIMINARY/FINAL APPROVAL GRANTED TO A MAJOR PLAN ENTITLED "1670 CHURCH ROAD PADDA PROPERTY LLC"

WHEREAS, Padda Property LLC, pursuant to Article 3 of the South Whitehall Township Subdivision and Land Development Ordinance, submitted an application for preliminary/final approval for a land development on a 4.4-acre portion of the property located at 1670 Church Road, in South Whitehall Township, Lehigh County, Pennsylvania; and,

WHEREAS, this proposal is reflected on plans prepared by Barry Isett and Associates, entitled "1670 CHURCH ROAD PADDA PROPERTY LLC", dated July 18, 2022 and last revised September 15, 2022; and,

WHEREAS, the South Whitehall Township Zoning Hearing Board granted a Special Exception approval to permit a Motor Vehicle Repair Facility and a dimensional variance of 2.88 feet from the required 50-foot front yard parking setback, as part of Appeal 2020-04; 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 July 21, 2022; and

WHEREAS, the Board of Commissioners previously granted conditional preliminary/final approval to the plan entitled "1670 CHURCH ROAD PADDA PROPERTY LLC", on October 19, 2022, pursuant to Resolution No. 2022-96; and

WHEREAS, Resolution No. 2022-96 contained Condition #21 which states "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."; and

WHEREAS, the Applicant has requested that the Board of Commissioners shall extend the date by which it must satisfy all conditions of Resolution No. 2022-96 by one hundred and eighty (180) days, but with the approval still subject to all of the other conditions of Resolution No. 2022-96. Staff recommends an extension of six (6) months to provide adequate time to complete the remaining tasks.

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 "1670 CHURCH ROAD PADDA PROPERTY LLC", memorialized in Resolution 2022-96, subject to the applicant's compliance with the following conditions:

- 1. The conditions of approval stated in Resolution No. 2022-96 (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 #21 of Resolution 2022-96 shall be amended by providing for an additional period of six (6) months for the Applicant to satisfy all conditions of Resolution No. 2022-96, the deadline for which shall now be October 19, 2024, subject to the Applicant's compliance with all other conditions of Resolution No. 2022-96 (a copy of which is attached hereto as Exhibit "A"), which terms and conditions have been affirmatively accepted by Applicant (a copy of which is attached hereto as Exhibit "B"). The Applicant's failure to meet the extended deadlines provided by this Resolution shall render the conditional preliminary/final approval null and void.

The conditions of approval have been made known to the applicant, and final approval is to be deemed expressly contingent upon the applicant's affirmative written acceptance of the conditions on a form prescribed by South Whitehall Township 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 **17**th day of **APRIL**, **2024**, 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 WHITEHALI BOARD OF COMMISSIONERS
	Diane Kelly, President
ATTEST:	
Tricia Dickert, Secretary	

EXHIBIT "A"

TOWNSHIP OF SOUTH WHITEHALL LEHIGH COUNTY, PENNSYLVANIA

RESOLUTION NO. 2022-96 (Duly Adopted October 19, 2022)

A RESOLUTION GRANTING CONDITIONAL PRELIMINARY/FINAL APPROVAL TO A MAJOR PLAN ENTITLED "1670 CHURCH ROAD PADDA PROPERTY LLC"

WHEREAS, Padda Property LLC, pursuant to Article 3 of the South Whitehall Township Subdivision and Land Development Ordinance, submitted an application for preliminary/final approval for a land development on a 4.4-acre portion of the property located at 1670 Church Road, in South Whitehall Township, Lehigh County, Pennsylvania; and,

WHEREAS, this proposal is reflected on plans prepared by Barry Isett and Associates, entitled "1670 CHURCH ROAD PADDA PROPERTY LLC", dated July 18, 2022 and last revised September 15, 2022; and,

WHEREAS, the South Whitehall Township Zoning Hearing Board granted a Special Exception approval to permit a Motor Vehicle Repair Facility and a dimensional variance of 2.88 feet from the required 50-foot front yard parking setback, as part of Appeal 2020-04; 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 July 21, 2022; and

WHEREAS, the South Whitehall Township Planning Commission has reviewed the aforesaid plan on August 18, 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,

WHEREAS, the applicant has requested that the requirement of Section 312-12(b)(15) of the Subdivision and Land Development Ordinance pertaining to the showing of existing and proposed contours on the entire tract and adjacent land within 400 feet of the tract be waived, and the Planning Commission is persuaded that the waiver would be appropriate, as the level of information shown on the plan is acceptable; and,

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

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

WHEREAS, the applicant has requested that the requirement of Section 312-35(b)(3)(A)(i)(1) of the Subdivision and Land Development Ordinance pertaining to the requirement for the installation of curbing on all public and private streets and for the ingress and egress of all parking lot access drives and non-residential driveways be waived, and the Planning Commission is persuaded that the waiver would be appropriate to the extent shown on the plan; and,

WHEREAS, the applicant has requested that the requirement of Section 312-35(b)(3)(A)(ii)(1)(A) of the Subdivision and Land Development Ordinance pertaining to the requirement for sidewalks within all subdivisions be deferred, and the Planning Commission is persuaded that the deferral would be appropriate to the extent shown on the plan; and,

WHEREAS, the applicant has requested that the requirement of Section 312-35(b)(3)(A)(iv) of the Subdivision and Land Development Ordinance pertaining to the requirement for concrete aprons be waived, and the Planning Commission is persuaded that the waiver would be appropriate so long as a painted crosswalk is provided; and,

WHEREAS, the applicant has requested that the requirement of Section 312-35(b)(3)(B)(i) of the Subdivision and Land Development Ordinance pertaining to the requirement 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 Church Road be waived, and the Planning Commission is persuaded that a waiver would be appropriate to the extent shown on the plan; and,

WHEREAS, the applicant has requested that the requirement of Section 312-35(b)(3)(B)(i) of the Subdivision and Land Development Ordinance pertaining to the requirement for right-of-way dedication to arterial street standard with regard to the right-of-way of Church Road be deferred, and the Planning Commission is persuaded that a deferral would be appropriate to the extent shown on the plan; and,

WHEREAS, the applicant has requested that the requirement of Section 312-36(c)(5)(A) of the Subdivision and Land Development Ordinance requiring that the width of a driveway for a non-residential subdivision not exceed 40 feet be waived, and the Planning Commission is persuaded that the waiver would be appropriate given the existing conditions along the right-of-way of Church Road; and,

WHEREAS, the applicant has requested that the requirement of Section 312-41(a)(1)(A) of the Subdivision and Land Development Ordinance that the developer shall be responsible for making necessary arrangements with the municipality and the public service company involved for street lights as approved by the Board of Commissioners and shall further be responsible for providing utility easements for lighting standards and

fixtures be deferred, and the Planning Commission is persuaded that the deferral would be appropriate until such time as it is determined that more street lighting is required.

WHEREAS, the applicant has requested that the requirement of Section 296-12.K of the Stormwater Management Ordinance that in entirely carbonate areas, where the applicant intends to use infiltration BMPs, the preliminary site investigation described in Subsection H shall be conducted. For infiltration areas that appear feasible based on the preliminary site investigation, the applicant shall conduct the additional site investigation and testing as outlined in Appendix G be waived. Appendix G states the standards for testing, including auger testing. The Planning Commission did not review this request.

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 subdivision plan entitled "1670 CHURCH ROAD PADDA PROPERTY LLC", 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, that sufficient security in a form acceptable to the Township be posted, that such security shall be available for draws/presentation no further than 60 miles from the Township's office, and evidence of insurance coverage in an amount satisfactory to the Township in its sole discretion shall be provided prior 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 August 11, 2022.
- 3. That the applicant shall address to the satisfaction of the Township Water & Sewer Engineer, the comments of Mr. Jason Newhard, as contained in his review dated August 12, 2022.
- 4. That the applicant shall address to the satisfaction of the Township Geotechnical Consultant, the comments of Mr. Chris Taylor, as contained in his review dated August 10, 2022.
- 5. 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 August 12, 2022.
- That the applicant shall address to the satisfaction of the Public Works Department, the comments of Mr. Herb Bender, as contained in his review dated August 10, 2022.
- 7. That the applicant addresses to the satisfaction of the Lehigh Valley Planning Commission, the comments of Ms. Bambi Griffin Rivera as contained in her August 19, 2022 review.

- 8. That the applicant shall obtain a letter from the Pennsylvania Department of Environmental Protection approving the NPDES Permit application pursuant to Section 312-39(e) of the Subdivision and Land Development Ordinance.
- 9. That the applicant shall obtain a letter from the Pennsylvania Department of Environmental Protection approving a sewage facilities planning module or an exemption thereto.
- 10. That the applicant shall comply with the March 15, 2022 recommendation of the Parks and Recreation Board.
- 11. That the applicant shall comply with the July 29, 2022 recommendation of the Landscape and Shade Tree Commission.
- 12. That the applicant shall address 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.
- 13. That the applicant shall dedicate to the Township additional right-of-way along the frontage of Church Road at a width acceptable to the Township for the construction of the proposed right-of-way improvements. 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.
- 14. That the applicant shall dedicate to the Township additional right-of-way along the frontage of Church Road at a width acceptable to the Township at such time as the Township Board of Commissioners shall require in the event of future right-of-way improvements projects that necessitate the dedication. The right-of-way area to be dedicated in the future shall be depicted on the plan with a note stating the terms of the future dedication with language acceptable to the Township Solicitor. 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.
- 15. That the applicant shall dedicate to the Township a utility easement of sufficient size in an area acceptable to the Township for accessing the water

meter pit. 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.

- 16. That the applicant shall secure from the Township a utility easement of sufficient size in an area acceptable to the Township within the right-of-way of Church Road for constructing and maintaining the water service line. The recording of the Deed of Easement shall occur prior to the plan being recorded. The Deed of Easement shall be in a form acceptable to the Township Solicitor, and the applicant shall furnish to the Township Solicitor a description for the Easement that has been approved by the Township Engineer.
- 17. That the applicant shall secure from the Township a utility easement of sufficient size in an area acceptable to the Township within the right-of-way of Church Road for constructing and maintaining the force main sanitary sewer service line. The recording of the Deed of Easement shall occur prior to the plan being recorded. The Deed of Easement shall be in a form acceptable to the Township Solicitor, and the applicant shall furnish to the Township Solicitor a description for the Easement that has been approved by the Township Engineer.
- 18. If deemed to be necessary, the applicant shall be responsible for making necessary arrangements with the municipality and the public service company involved for streetlights as approved by the Board of Commissioners and shall further be responsible for providing utility easements for lighting standards and fixtures, in accordance with Section 312-41(a)(1)(A) of the Subdivision and Land Development Ordinance.
- 19. That a Declaration of Covenants and Easement for Maintenance of Stormwater Management Facilities prepared by the Township Solicitor shall be executed for the maintenance of the on-site stormwater management facilities.
- 20. That the applicant shall reconcile all open invoices for Township engineering and legal services prior to the plan being recorded.
- 21. 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.
- 22. 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.
- 23. 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 312-12(b)(15) of the Subdivision and Land Development Ordinance pertaining to the showing of existing and proposed contours on the entire tract and adjacent land within 400 feet of the tract is hereby waived; and,

The requirement of Section 312-12(b)(21) of the Subdivision and Land Development Ordinance pertaining to the showing of the locations and widths of all sidewalks, trails, driveways, streets, easements, and rights-of-way within 400 feet of the tract is hereby waived; and,

The applicant has requested that the requirement of Section 312-35(b)(3)(A)(i)(1) of the Subdivision and Land Development Ordinance pertaining to the requirement for the installation of curbing on all public and private streets and for the ingress and egress of all parking lot access drives and non-residential driveways is hereby waived; and,

The requirement of Section 312-35(b)(3)(A)(ii)(1)(A) of the Subdivision and Land Development Ordinance pertaining to the requirement for sidewalks within all subdivisions is hereby deferred; and,

The requirement of Section 312-35(b)(3)(A)(iv) of the Subdivision and Land Development Ordinance pertaining to the requirement for concrete aprons is hereby waived; and,

The requirement of Section 312-35(b)(3)(B)(i) of the Subdivision and Land Development Ordinance pertaining to the requirement 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 Church Road is hereby waived; and,

The requirement of Section 312-35(b)(3)(B)(i) of the Subdivision and Land Development Ordinance pertaining to the requirement for right-of-way dedication to arterial street standard with regard to the right-of-way of Church Road is hereby deferred; and,

The requirement of Section 312-36(c)(5)(A) of the Subdivision and Land Development Ordinance requiring that the width of a driveway for a non-residential subdivision not exceed 40 feet is hereby waived; and,

The requirement of Section 312-41(a)(1)(A) of the Subdivision and Land Development Ordinance that the developer shall be responsible for making necessary arrangements with the municipality and the public service company involved for streetlights as approved by the Board of Commissioners and shall further be responsible for providing utility easements for lighting standards and fixtures is hereby deferred.

The requirement of Section 296-12.K of the Stormwater Management Ordinance requiring the applicant to conduct the additional site investigation and testing for stormwater infiltration as outlined in Appendix G be waived.

The conditions of approval have been made known to the applicant, and final approval is to be deemed expressly contingent upon the applicant's affirmative written acceptance of the conditions on a form prescribed by South Whitehall Township 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 **19**th day of **OCTOBER**, **2022**, by a majority of the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice President in the absence of the President, execute this Resolution on behalf of the Board.

TOWNSHIP OF SOUTH WHITEHALL BOARD OF COMMISSIONERS

Diane Kelly, Presiden

ATTEST:

Tricia Dickert, Secretary

APPLICANT ACCEPTANCE OF CONDITIONS

RESOLUTION NO. 2022-<u>96</u> (Duly Adopted October 19, 2022)

A RESOLUTION GRANTING PRELIMINARY/FINAL APPROVAL TO A MAJOR PLAN ENTITLED "1670 CHURCH ROAD PADDA PROPERTY LLC"

The undersigned, being the applicant of the land shown on plans prepared by Barry Isett and Associates entitled "1670 CHURCH ROAD PADDA PROPERTY LLC", dated June 18, 2022 and last revised September 15, 2022, Township Major Plan 2022-104, for the further development of a 4.4-acre property located at 1670 Church 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 "1670 CHURCH ROAD PADDA PROPERTY LLC" 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: Padda Property LLC
Witness	Applicant
Kevin Markell	JURIREST PADON
Printed Name	/ Printed Náme
Date:10/17/2022	

EXHIBIT "B"

APPLICANT ACCEPTANCE OF CONDITIONS

RESOLUTION NO. 2024-(Duly Adopted April 17, 2024)

A RESOLUTION EXTENDING THE CONDITIONAL PRELIMINARY/FINAL APPROVAL GRANTED TO A MAJOR PLAN ENTITLED "1670 CHURCH ROAD PADDA PROPERTY LLC"

The undersigned, being the applicant of the land shown on plans prepared by Barry Isett and Associates entitled "1670 CHURCH ROAD PADDA PROPERTY LLC", dated June 18, 2022 and last revised September 15, 2022, Township Major Plan 2022-104, for the further development of a 4.4-acre property located at 1670 Church 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 sixmonth extension to the conditional preliminary/final approval to the major plan entitled "1670 CHURCH ROAD PADDA PROPERTY LLC" 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: Padda Property LLC
Witness	Applicant
Printed Name	Printed Name
Date:	_



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Community Development

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS

SUBJECT: A Resolution Granting Preliminary/Final Approval To A Major Plan

Entitled "Nestle Purina Allentown PA Facility New Municipal Water

Service"

SUGGESTED ACTION:• Motion to adopt resolution granting P/F Plan approval to a major plan

"Nestle Purina Allentown PA Facility New Municipal Water Service".

ATTACHMENTS:

2024.04.12 CD PLANNING - BOC Packet Excerpt Approving Nestle New Municipal Water Service - 2023-105.pdf

2024.04.12 CD PLANNING - RESOLUTION 2024-___ Approving Nestle Purina Allentown PA Facility New Municipal Water Service - 2023-105.pdf

2024-04-12 NPPC Waterline Resolution.signed.pdf



MEMORANDUM FOR AGENDA ITEMS

To:	Board of Commissioners
FROM:	Gregg R. Adams, Planner
DATE:	April 12, 2024
SUBJECT:	A Resolution Granting Preliminary/Final Approval To A Major Plan Entitled "Nestle Purina Allentown PA Facility New Municipal Water Service"
Сору То:	T. Petrucci, D. Manhardt, L. Harrier, H. Bender, M. Elias, J. Zator, Esq., J. Alderfer, Esq., J. Newhard, A. Tallarida, S. Pidcock

• Background Information:

An application to further develop the property located at 2050 Pope Road. The plan proposes the construction of an approximately 4,400 linear foot water line within the right-of-way of Huckleberry Road from Wehr Mill Road to and onto 2050 Pope Road, as well as an associated 40,000 gallon water tank and 832 square foot mechanical building on 2050 Pope Road. The property is to be served by public water and private septic and is zoned Industrial Commercial-1 (Special Height Limitation) IC-1. Nestle Purina PetCare is the owner and applicant.

At their October 19, 2023 meeting, the Planning Commission recommended approval of the plan with 22 condition and 8 favorably recommended waiver/deferral requests.

REVIEWING AGENCIES' COMMENTS

Township Engineer - The comments of the Township Engineer are contained in Mr. Anthony Tallarida's review dated February 1, 2024. Mr. Tallarida notes that his engineering review is limited to items other than the water line extension. His comments pertain to waiver/deferral commentary, plan detail, entrance signage, outside agency approvals, and plan recording requirements.

Township Water and Sewer Engineer - The comments of the Township Water and Sewer Engineer are contained in Mr. Jason Newhard's review dated January 28, 2024. His comments pertain to plan detail.

Township Geotechnical Consultant - The comments of the Township Geotechnical Consultant are contained in Mr. Chris Taylor's review dated October 13, 2023. His comments pertain to plan detail.

Public Works Department – The comments from the Public Works Department are contained in Manager Herb Bender's review dated January 18, 2024. His comments pertain to pipe sizes, street excavation paving requirements, water meter specifications, public water connection, and fire protection.

Parks and Recreation Board – The Parks and Recreation Board reviewed the plan at its November 13, 2023 meeting and recommended that it contribute fees in lieu of open space dedication.

Community Development Department – The comments of the Department are contained in Mr. Gregg Adams' review dated April 14, 2024. His comments pertain to open space, MS4 requirements, plan detail, waiver/deferral commentary, plan recording requirements, and Official Map and Comprehensive plan consistency.

• Action Requested:

The applicant requests preliminary/final plan approval. Staff has no objections to this request.

• Attachments:

Plan

Project Narrative

Township Engineer Review dated February 1, 2024

Township Water and Sewer Engineer Review dated January 28, 2024

Township Geotechnical Consultant Review dated October 13, 2023

Public Works Manager's Review dated January 18, 2024

Parks and Recreation Board Review dated November 16, 2023

Community Development Review dated April 12, 2024

Resolution



SITE SERIAL # 20222412253

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

SURVEYOR'S CERTIFICATION

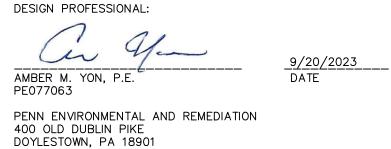
PENNSYLVANIA, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLANS AND SUPPORTING DOCUMENTATION ARE TRUE, CORRECT, ACCURATE AND ARE IN COMPLIANCE WITH ALL REQUIREMENTS, PROVISIONS AND CONDITIONS OF RESOLUTION _____ BY WHICH THE TOWNSHIP BOARD OF COMMISSIONERS CONDITIONALLY WAIVED THE REQUIREMENTS OF THE TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE FOR THE PROJECT REFLECTED

PROFESSIONAL LAND SURVEYOR:

PENN ENVIRONMENTAL AND REMEDIATION 400 OLD DUBLIN PIKE DOYLESTOWN, PA 18901

DESIGN PROFESSIONAL'S CERTIFICATION

I AMBER YON, A LICENSED PROFESSIONAL ENGINEER OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLANS AND SUPPORTING DOCUMENTATION ARE TRUE, CORRECT, ACCURATE AND ARE IN COMPLIANCE WITH ALL REQUIREMENTS, PROVISIONS AND CONDITIONS OF RESOLUTION TOWNSHIP BOARD OF COMMISSIONERS CONDITIONALLY WAIVED THE REQUIREMENTS OF TH TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE FOR THE PROJECT



OWNER'S CERTIFICATION

[I/WE] BEING DULY SWORN ACCORDING TO LAW DEPOSE AND SAY THAT [I AM/WE ARE] THE SOLE OWNER[S] OF THIS PROPERTY, IN PEACEFUL POSSESSION OF THE SAME, AND THAT THERE ARE NO SUITS PENDING AFFECTING THE TITLE THEREOF. [I/WE] DO FURTHER DEPOSE AND SAY THAT [I/WE] HAVE COMPLIED WITH ALL REQUIREMENTS PROVISIONS AND CONDITIONS OF RESOLUTION ______ BY WHICH THE TOWNSHIP BOARD OF COMMISSIONERS CONDITIONALLY WAIVED THE REQUIREMENTS OF THE TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE FOR THE PROJECT REFLECTED ON THIS PLAN. [I/WE] AGREE THAT [I/WE] SHALL EXONERATE, INDEMNIFY, PROTECT, DEFEND AND SAVE HARMLESS THE TOWNSHIP FROM ANY AND ALL CLAIMS, LAWSUITS, DAMAGES AND LIABILITIES OF EVERY KIND, CHARACTER AND MANNER WHATSOEVER PERTAINING TO RELATING TO, RESULTING FROM, CAUSED BY OR ARISING OUT OF THE TOWNSHIP'S APPROVAL OF THE WAIVER REQUEST AS EVIDENCED BY RESOLUTION _____, ALL AS MORE FULLY OUTLINED IN RESOLUTION ______.

NESTLÉ PURINA PETCARE RYAN HAMMONDS TITLE: PLANT MANAGER SWORN AND SUBSCRIBED BEFORE ME THIS ______ NOTARY PUBLIC

MY COMMISSION EXPIRES ON _____ DAY OF _____

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. THAT THE PLAN HAS BEEN PROCESSED WITH THE APPLICANT'S FREE CONSENT AND THAT THE APPLICANT DESIRES TO RECORD THE PLAN.

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

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 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).

> NESTLÉ PURINA PETCARE RYAN HAMMONDS, PLANT MANAGER

SWORN AND SUBSCRIBED BEFORE ME THIS ______

NOTARY PUBLIC MY COMMISSION EXPIRES ON ______ DAY OF _____, 20____, 20____

TOWNSHIP ACKNOWLEDGMENT

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

CHAIRMAN'S SIGNATURE

SOUTH WHITEHALL TOWNSHIP APPROVALS _ BY THE SOUTH WHITEHALL

TOWNSHIP PLANNING COMMISSION. CHAIRMAN

BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF SOUTH WHITEHALL.

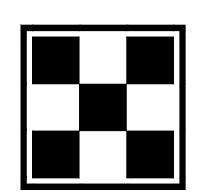
TOWNSHIP ENGINEER

LEHIGH VALLEY PLANNING COMMISSION

BY THE LEHIGH VALLEY PLANNING COMMISSION.

PROOF OF RECORDING PLAN RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF LEHIGH COUNTY, PENNSYLVANIA, AS DOCUMENT ID:

400 OLD DUBLIN PIKE, DOYLESTOWN, PA 18901;



<u>SITE DATA</u> - MAIN CAMPUS

DOCUMENT ID:

PARCEL ID:

GROSS AREA:

DOCUMENT ID:

PARCEL ID:

GROSS AREA:

SOUTH WHITEHALL SECTION 312-12(B)(7)

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 TOWNSHIP OR THE TOWNSHIP ENGINEER. THE TOWNSHIP AND TOWNSHIP ENGINEER

MAKE NO REPRESENTATION OR WARRANTY CONCERNING THESE ISSUES, WHICH SHOULD

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

NOT WITHSTANDING ANY PROVISIONS OF THE TOWNSHIP STORMWATER MANAGEMENT

PLAN, INCLUDING EXEMPTION AND WAIVER PROVISIONS, ANY LANDOWNER AND ANY PERSON ENGAGED IN THE ALTERATION OR DEVELOPMENT OF LAND WHICH MAY AFFECT

REASONABLY NECESSARY TO PREVENT INJURY TO HEALTH. SAFETY OR OTHER PROPERTY. SUCH MEASURES SHALL INCLUDE SUCH ACTIONS AS ARE REQUIRED TO MANAGE THE RATE VOLUME, DIRECTION AND QUALITY OF RESULTING STORMWATER RUNOFF IN A MANNER WHICH OTHERWISE ADEQUATELY PROTECTS HEALTH AND

STORMWATER RUNOFF CHARACTERISTICS SHALL IMPLEMENT SUCH MEASURES AS ARE

MUNICIPALITY REVIEW AND APPROVAL OF THE DRAINAGE PLAN, OR THE SUBSEQUENT OBSERVATION AND APPROVAL OF STORMWATER MANAGEMENT FACILITIES, SHALL NOT CONSTITUTE LAND DEVELOPMENT ON BEHALF OF OR BY THE MUNICIPALITY OR OTHERWISE CAUSE THE MUNICIPALITY TO BE ENGAGED IN THE ALTERATION OR DEVELOPMENT OF LAND. BY SUBMITTING AN APPLICATION UNDER THE TOWNSHIP

STORMWATER MANAGEMENT PLAN, THE DEVELOPER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE MUNICIPALITY AND ALL ITS REPRESENTATIVES, SERVANTS, EMPLOYEES, OFFICIALS AND CONSULTANTS OF AND FROM ANY AND AL

1. THE PROPOSED WATER MAIN IS COMPLETELY WITHIN THE MUNICIPAL RIGHT OF WAY AND TO BE DEDICATED TO THE TOWNSHIP, THEREFORE NO PROPOSED

3. NO WATERCOURSES, WETLANDS, FLOODPLAINS, ROCK OUTCROPS, SLAG PILES,

4. THE LOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE

BEEN REVIEWED BY THE PIDCOCK COMPANY OR THE TOWNSHIP. THE

QUARRY HOLES, SPRINGS OR SWAMPS LOCATED WITHIN THE PROJECT AREA.

DEVELOPER/CONTRACTOR AND THE LOCATIONS OF SUCH FACILITIES HAVE NOT

SIGNIFICANT EFFORTS TO RESOLVE SUCH CONFLICTS, INCLUDING BUT NOT NECESSARILY LIMITED TO REDESIGN, CONSTRUCTION DELAYS, UTILITY RELOCATIONS,

DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE LOCATION OF ALL UTILITIES AND TO AVOID CONFLICTS OF THE SAME WITH PROPOSED IMPROVEMENTS.

C., MAY RESULT IF CONFLICTS WITH EXISTING UTILITIES ARE ENCOUNTERED

THE DETAILS ARE A MINIMUM STANDARD FOR ALL CONSTRUCTION WITHIN THE

TOWNSHIP, AND THAT INCORPORATION OF PORTIONS OR ALL OF THE TOWNSHIP

ALL CONSTRUCTION WITHIN TOWNSHIP RIGHT-OF-WAY SHALL BE IN ACCORDANCE

THE ANTICIPATED COMPLETION DATE IS ON OR BEFORE THE END OF THE YEAR

ALL CONSTRUCTION WITHIN TOWNSHIP RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH TOWNSHIP SPECIFICATIONS AND STANDARDS FOR CONSTRUCTION, TO A SHEET TO BE

STANDARD CONSTRUCTION DETAILS ON THE PLANS CONSTITUTES AN ACCEPTANCE OF AND ENDORSEMENT OF THOSE STANDARDS BY THE DEVELOPER AND THE DEVELOPER'S 11. THE LOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE DEVELOPER/DESIGN ENGINEER AND THE LOCATIONS OF SUCH FACILITIES HAVE NOT BEEN REVIEWED BY THE

RESPONSIBLE FOR CONFIRMING THE LOCATION OF ALL UTILITIES AND TO AVOID CONFLICTS

OF THE SAME WITH PROPOSED IMPROVEMENTS. SIGNIFICANT EFFORTS TO RESOLVE SUCH

DELAYS, UTILITY RELOCATIONS, ETC., MAY RESULT IF CONFLICTS WITH EXISTING UTILITIES

CONFLICTS. INCLUDING BUT NOT NECESSARILY LIMITED TO REDESIGN, CONSTRUCTION

COMMISSION, LEHIGH COUNTY CONSERVATION DISTRICT. NOTIFICATIONS SENT TO PA DEP

WITH TOWNSHIP SPECIFICATIONS AND STANDARDS FOR CONSTRUCTION

10. DETAILS PROVIDED ARE A MINIMUM STANDARD FOR ALL CONSTRUCTION WITHIN THE TOWNSHIP, AND THAT INCORPORATION OF PORTIONS OR ALL OF THE TOWNSHIP

PIDCOCK COMPANY OR THE TOWNSHIP. THE DEVELOPER/DESIGN ENGINEER IS

8. AGENCY PERMITS AND APPROVALS SECURED FROM LEHIGH VALLEY PLANNING

AND LEHIGH AND NORTHHAMPTON TRANSPORTATION AGENCY.

ARE ENCOUNTERED DURING CONSTRUCTION.

STANDARD CONSTRUCTION DETAILS ON THE PLANS CONSTITUTES AN ACCEPTANCE OF AND ENDORSEMENT OF THOSE STANDARDS BY THE DEVELOPER AND THE

WATER SERVICE LINE IS LOCATED ON THE APPLICANT'S PROPERTY THEREFORE NO

CLAIMS, DEMANDS, CAUSES OF ACTION OR SUITS WHICH ARISE OUT OF OR RELATE TO THE REVIEW, APPROVAL, CONSTRUCTION OR OBSERVATION OF THE DEVELOPER'S

TOWNSHIP, THE TOWNSHIP ENGINEER, OR THE TOWNSHIP SOLICITOR.

SOUTH WHITEHALL SECTION 312-39(H)

DRAINAGE PLAN AND STORMWATER MANAGEMENT FACILITIES.

PROPERTY FROM INJURY AND DAMAGE.

PROPOSED EASEMENT IS REQUIRED

DURING CONSTRUCTION

ON THIS PLAN, AND HAVE NOT BEEN INDEPENDENTLY CONFIRMED OR VERIFIED BY THE

BE ADDRESSED BY QUALIFIED PROFESSIONALS, COMMISSIONED BY THE APPLICANT

SEWER:

SEWER:

OWNER/DEVELOPER: NESTLÉ PURINA PETCARE

SITE DATA - NORTHERN TRACT

2050 POPE ROAD

CORPORATE ADDRESS

ALLENTOWN, PA 18104-9308

ST. LOUIS, MO 63164-000°

DBV. 1538 PG. 0661 547736133872-1

547735265505-1

114.5996 AC.

ON-LOT

ON-LOT

NESTLÉ PURINA PETCARE

CORPORATE ADDRESS

CHECKERBOARD SQUAR ST. LOUIS, MO 63164-0001

2023006208

547726166829

18.765 AC.

ON-LOT ON-LOT

ALLENTOWN, PA 18104-9308

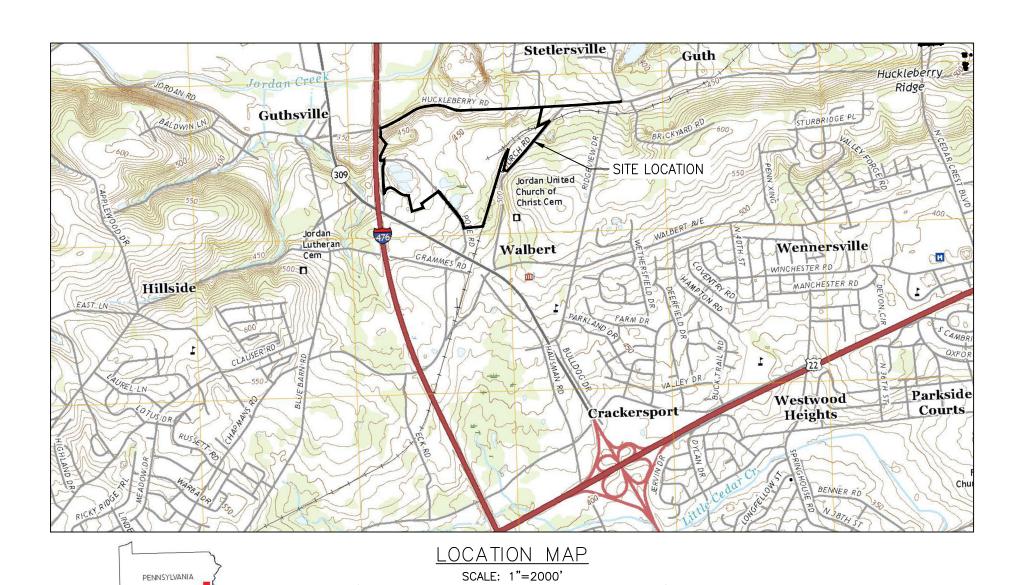
2050 POPE ROAD

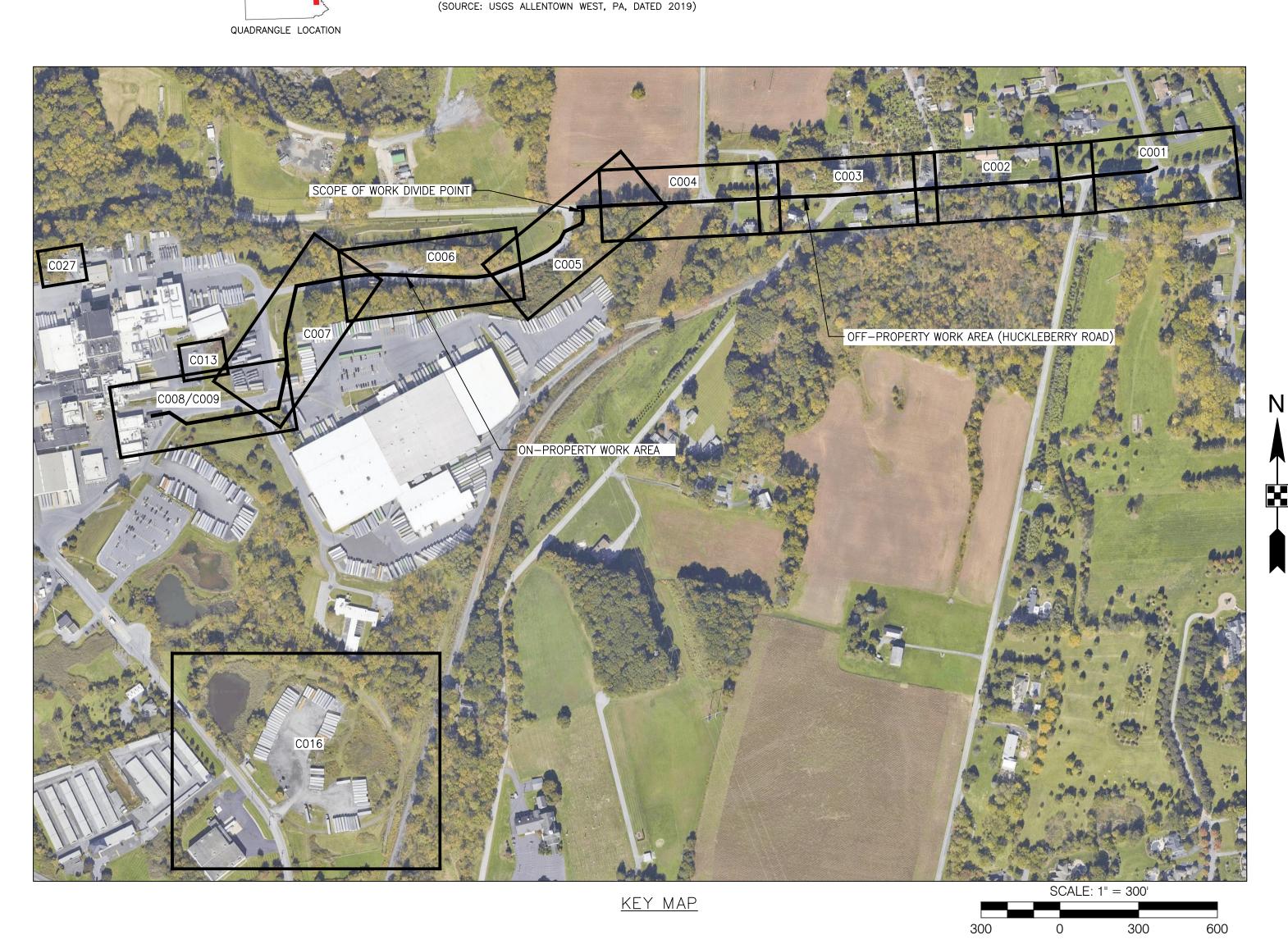
El Nestlé PURINA®

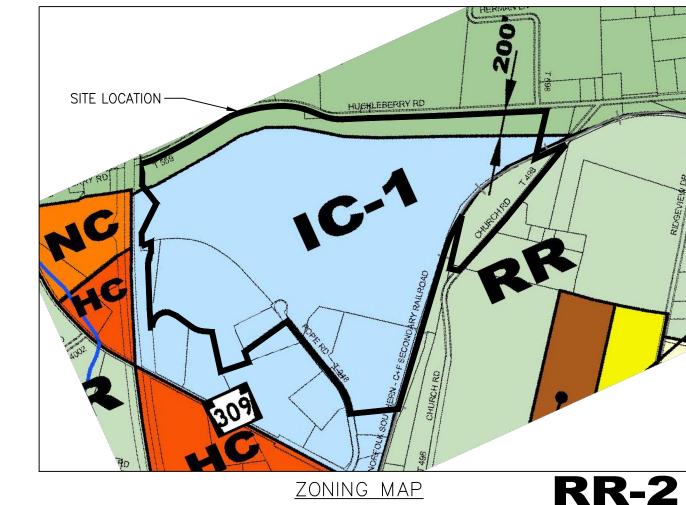
Engineering

NPPC ALLENTOWN, PA FACILITY NEW MUNICIPAL WATER SERVICE CIVIL-MUNICIPAL WATER LINE FINAL LAND DEVELOPMENT PLANS

SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA **AUGUST 31, 2023**







ZONING DATA

ZONING DATA PROVIDED IS BASED ON AN INTERPRETATION OF THE ZONING ORDINANCE BY THE PLAN PREPARER AND IS SUBJECT TO CONFIRMATION BY THE APPROPRIATE MUNICIPAL OFFICIAL.

ZONING DISTRICT: IC-1 & RR-2 EXISTING/PROPOSED USE: MANUFACTURING

AREA AND DIMENSIONAL REQUIREMENTS:	IC-1	RR-2	PROVIDED MAIN CAMPUS	PROVIDED NORTHERN TRACT
MINIMUM REQUIREMENTS	REQUIRED			
MIN. LOT AREA:	2.5 ACRES	MANUFACTURING	114.5996 ACRES	18.765 ACRES
MIN. FRONTAGE:	300'	USE NOT PERMITTED IN	CONFORMS	CONFORMS
MAX. BUILDING HEIGHT:	70'	THIS DISTRICT.	CONFORMS	N/A
MAX. IMPERVIOUS COVERAGE:	75%		40.7%-BASE-ENG	1.3%(10,966 S.F.)
MIN. YARD SETBACKS:				
FRONT YARD:	50'	150'*	CONFORMS	CONFORMS
SIDE YARDS:	25'	50'*	CONFORMS	CONFORMS
REAR YARDS:	25'	50'*	CONFORMS	CONFORMS
* PER DIRECTIVE OF SOU	TH WHITEHALL TWP.	ZONING OFFICER, CIRC	CA 2017	

WAIVERS AND DEFERRALS WERE RECOMMENDED AT THE 10/19/2023 PLANNING COMMISSION MEETING:

- 1. REQUEST TO WAIVE SALDO SECTION 312-12(B)(15 REQUIRING THE SHOWING OF CONTOURS WITHIN 400 FEET OF THE TRACT.
- REQUEST TO WAIVE SALDO SECTION 312-12(B)(21) REQUIRING THE SHOWING OF RIGHTS OF WAY WITHIN 400 FEET OF THE
- 3. REQUEST TO WAIVE SALDO SECTION 312-12(B)(17) REQUIRING THE NAMES OF ADJOINING PROPERTY OWNERS AND
- 4. REQUEST TO WAIVE SALDO SECTION 312-12(B)(14) REQUIRING THE SHOWING OF THE BOUNDARIES OF THE TRACT BY
- 5. REQUEST TO WAIVE SALDO SECTION 312-12(B)(20) REQUIRING THE SHOWING OF BUILDINGS WITHIN 100 FEET OF THE TRACT. 6. REQUEST TO DEFER SALDO SECTION 312-35(B)(3) REQUIRING THE IMPROVEMENT OF ADJACENT PUBLIC ROADS TO TOWNSHIP
- 7. REQUEST TO DEFER SALDO SECTION 312-41(A)(1)(A) REQUIRING THE INSTALLATION OF STREET LIGHTS.
- 8. REQUEST TO WAIVE SALDO SECTION 312-12(B)(19) REQUIRING THAT A PLAN SHOW NAMES OF OWNERS, PARCEL ID NUMBERS, EXISTING BUILDINGS, SEWER MAINS, WATER MAINS, CULVERTS, STORM SEWERS, PETROLEUM PRODUCTS LINES, GAS LINES, TRANSMISSION LINES, FIRE HYDRANTS, UNDERGROUND TANKS, WELLS, SEPTIC SYSTEMS WITHIN ONE-HUNDRED FEET OF THE TRACT.

LIST OF DRAWINGS

NO	DWG NO.	DESCRIPTION
1	671-T001-05	TITLE SHEET
2	671-C001-05	WATER LINE PLAN AND PROFILE VIEW - HUCKLEBERRY RD. (STA0+10 - 3+00)
3	671-C002-05	WATER LINE PLAN AND PROFILE VIEW - HUCKLEBERRY RD. (STA. 3+00 - 9+00)
4	671-C003-05	WATER LINE PLAN AND PROFILE VIEW - HUCKLEBERRY RD. (STA. 9+00 - 15+00)
5	671-C004-05	WATER LINE PLAN AND PROFILE VIEW - HUCKLEBERRY RD. (STA. 15+00 - 21+00)
6	671-C005-05	WATER LINE PLAN AND PROFILE VIEW — HUCKLEBERRY RD. (STA. 21+00 — 22+50) & NESTLE PRIVATE RD. (STA0+25 — 4+00)
7	671-C006-05	WATER LINE PLAN AND PROFILE VIEW - NESTLE PRIVATE RD. (STA. 4+00 - 10+00)
8	671-C007-05	WATER LINE PLAN AND PROFILE VIEW - NESTLE PRIVATE RD. (STA. 10+00 - 16+00)
9	671-C008-05	WATER LINE PLAN AND PROFILE VIEW - NESTLE PRIVATE RD. (STA. 16+00 - 22+00)
10	671-C009-05	DEMOLITION PLAN
11	671-C010-05	DETAILED PROPOSED SITE PLAN
12	671-C011-05	CONSTRUCTION DETAILS (1 OF 2)
13	671-C012-05	CONSTRUCTION DETAILS (2 OF 2)
14	671-C013-05	WELL HOUSE #6 REPLACEMENT PLAN
15	671-C014-05	EROSION AND SEDIMENTATION CONTROL DETAILS
16	671-C015-05	EROSION & SEDIMENTATION CONTROL NOTES (1 OF 1)
17	671-C016-05	SPOILS AND STOCKPILE AREAS PLAN
18	671-C027-05	POLE BUILDING PLAN

DWG NO.	SUPPLEMENTAL LIST OF DRAWINGS / PCSM DRAWINGS
671-C019-05	TITLE SHEET - POST CONSTRUCTION STORMWATER MANAGEMENT PLANS
671-C020-05	WATER LINE - PCSM - HUCKLEBERRY RD. (STA0+10 - 9+00)
671-C021-05	WATER LINE - PCSM - HUCKLEBERRY RD. (STA. 9+00 - 21+00)
671-C022-05	WATER LINE - PCSM - HUCKLEBERRY RD. (STA. 21+00 - 22+50) & NESTLE PRIVATE RD. (STA0+25 - 4+00)
671-C023-05	WATER LINE - PCSM - NESTLE PRIVATE RD. (STA. 10+00 - 22+00)
671-C024-05	WELL HOUSE #6 REPLACEMENT PLAN
671-C025-05	SPOILS AND STOCKPILE AREAS PLAN
671-C026-05	SUPPLEMENTAL PLANTINGS - PCSM PLANS

PLANS TO BE RECORDED:

CIVIL PLANS 1-9 AND ALL PCSM PLANS

PREPARED BY:

REVISED PER TOWNSHIP COMMENTS/ 90% DESIGN REVIEW SUBMITTAL

REVIEW SUBMITTAL

NOTICE - THIS DRAWING AND ALL DESIGNS, DETAILS, INVENTIONS OR DEVELOPMENTS COVERED THEREBY ARE CONFIDENTIAL AND THE EXCLUSIVE PROPERTY OF NESTLÉ PURINA PETCARE COMPANY WHICH RESERVES ALL PATENT OR OTHER RIGHTS, COPYING, REPRODUCTION OR DUPLICATION, IN WHOLE OR II PART, IS FORBIDDEN UNLESS EXPRESSLY AUTHORIZED BY NESTLÉ PURINA PETCARE COMPANY ANY SUCH COPIES SHALL ALSO BE THE EXCLUSIVE PROPERTY OF THE NESTLÉ PURINA PETCARE COMPANY. THIS DRAWING AND ANY TPM | AMY | 03-22-2 SUCH COPIES SHALL BE RETURNED WHEN REQUESTED AND USED SUBJECT TO ABOVE CONDITIONS ONLY ON AUTHORIZED COMPANY WORK. BY APPD DATE

Nestlé PURINA Engineering OUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA

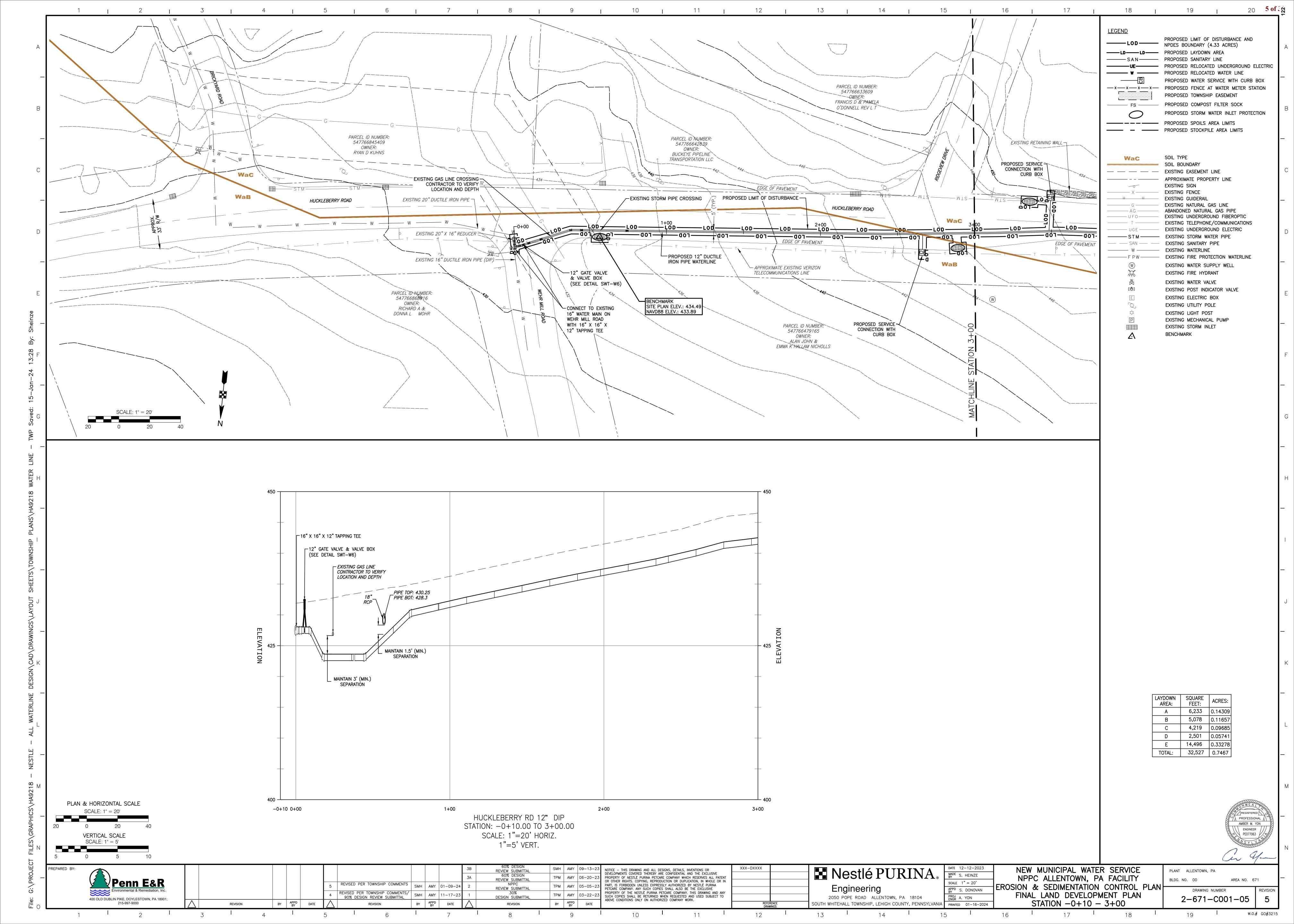
APPD S. DONOVAN 2050 POPE ROAD ALLENTOWN, PA 18104 PROJ FNGR A. YON PRINTED 01-16-2024

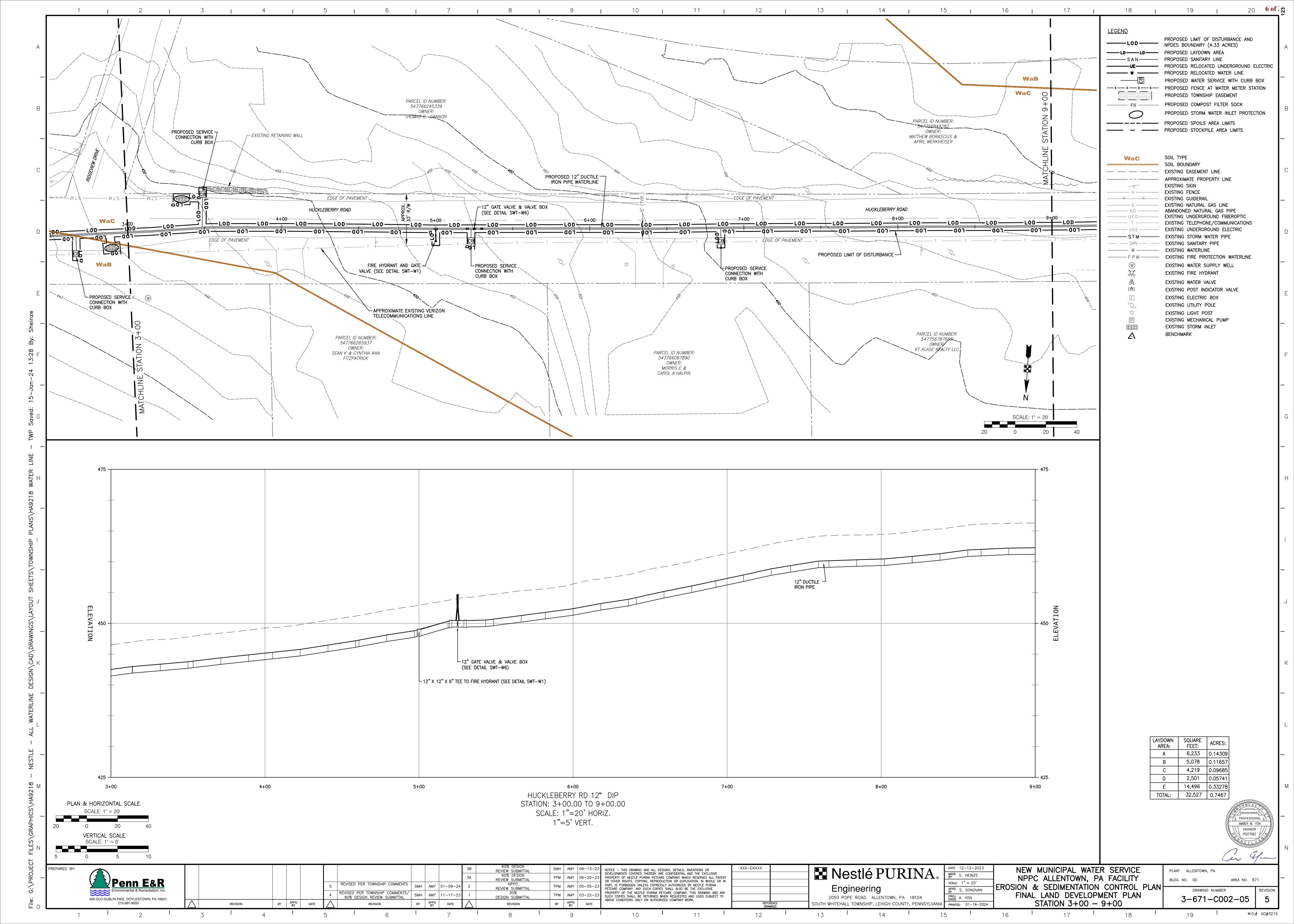
MADE S. HEINZE

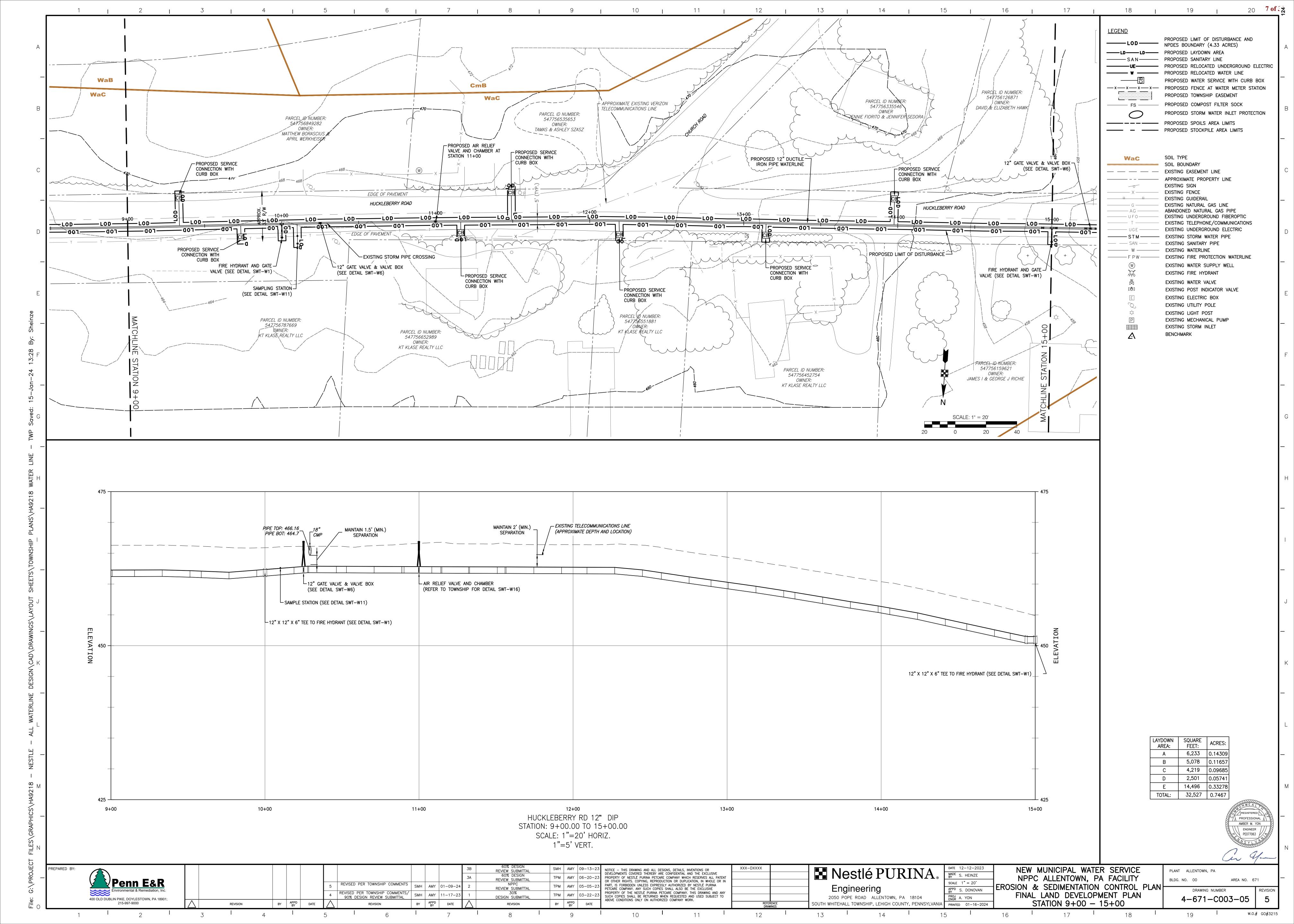
DATE 12-12-2023

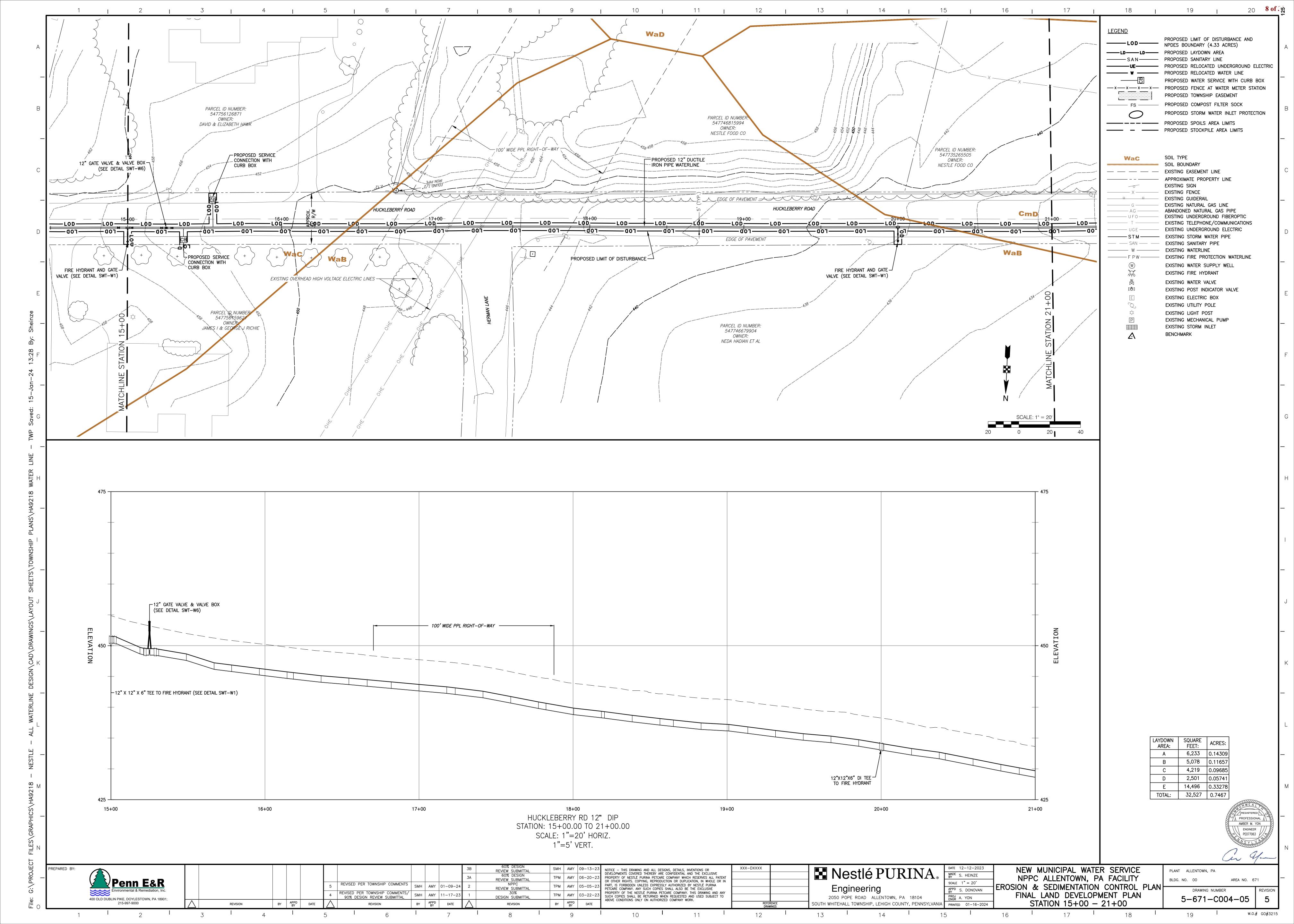
NEW MUNICIPAL WATER SERVICE NPPC ALLENTOWN, PA FACILITY EROSION & SEDIMENTATION CONTROL PLAN FINAL LAND DEVELOPMENT PLAN

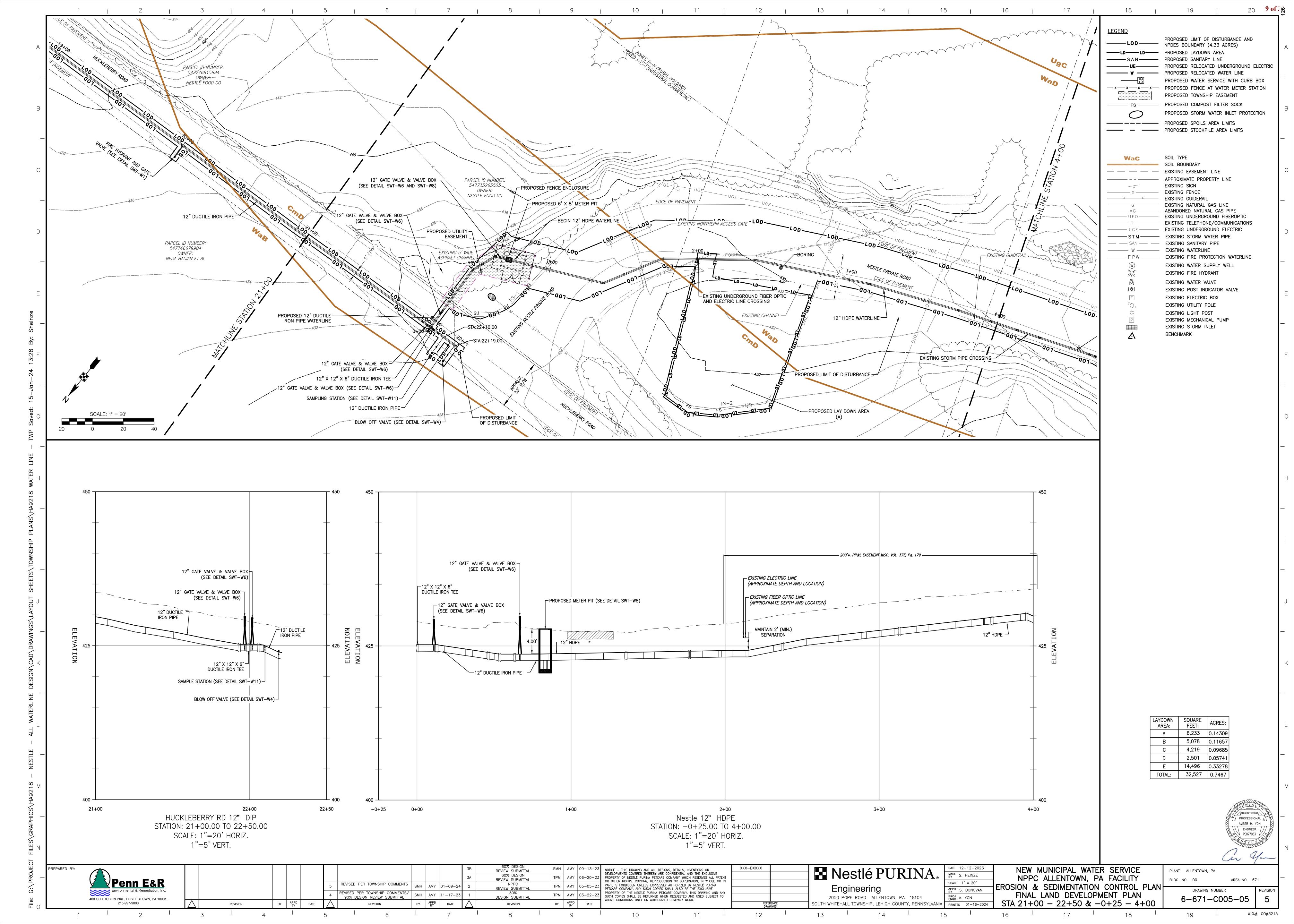
PLANT ALLENTOWN, PA BLDG. NO. 00 AREA NO. 671 DRAWING NUMBER 1-671-T001-05

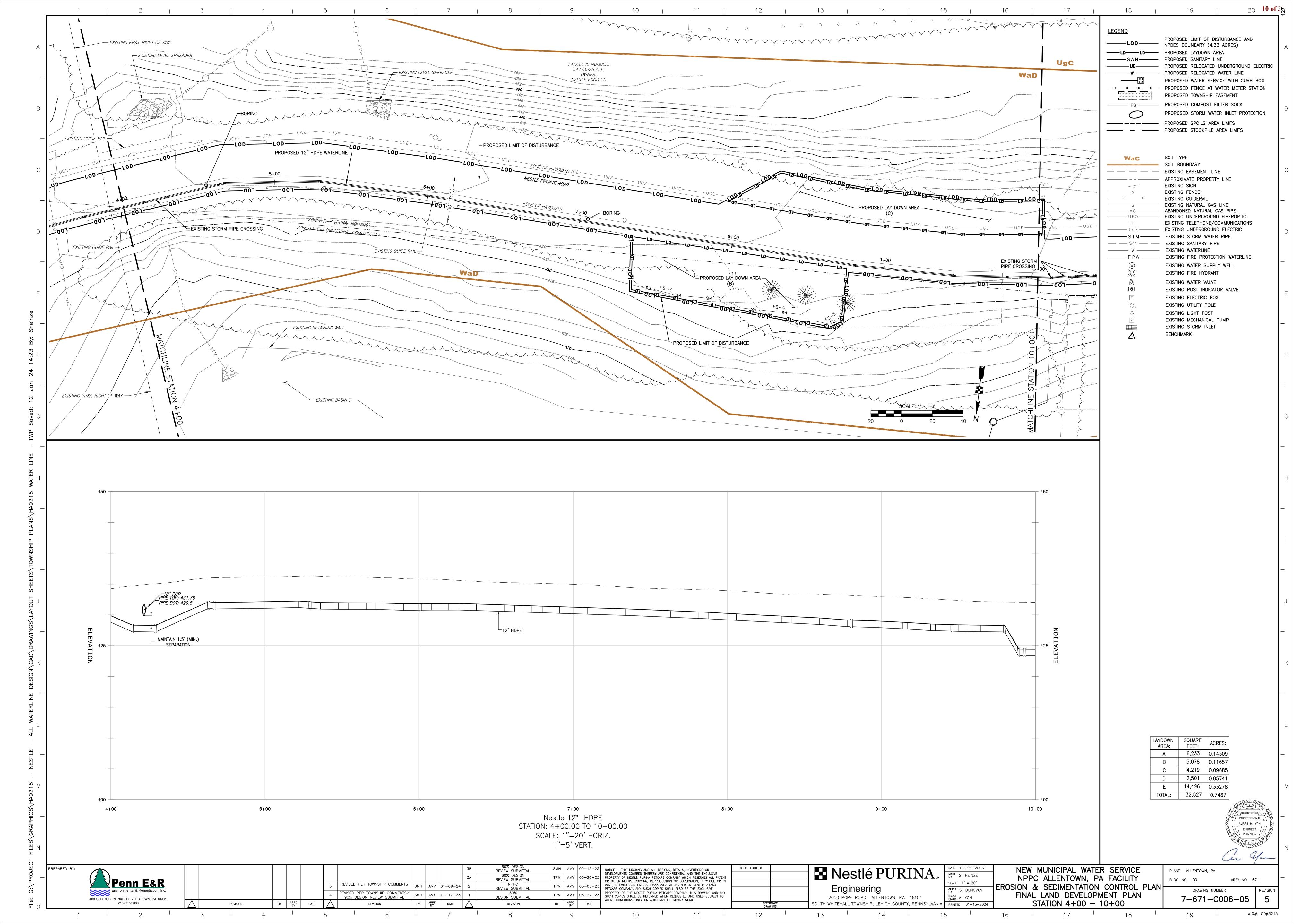


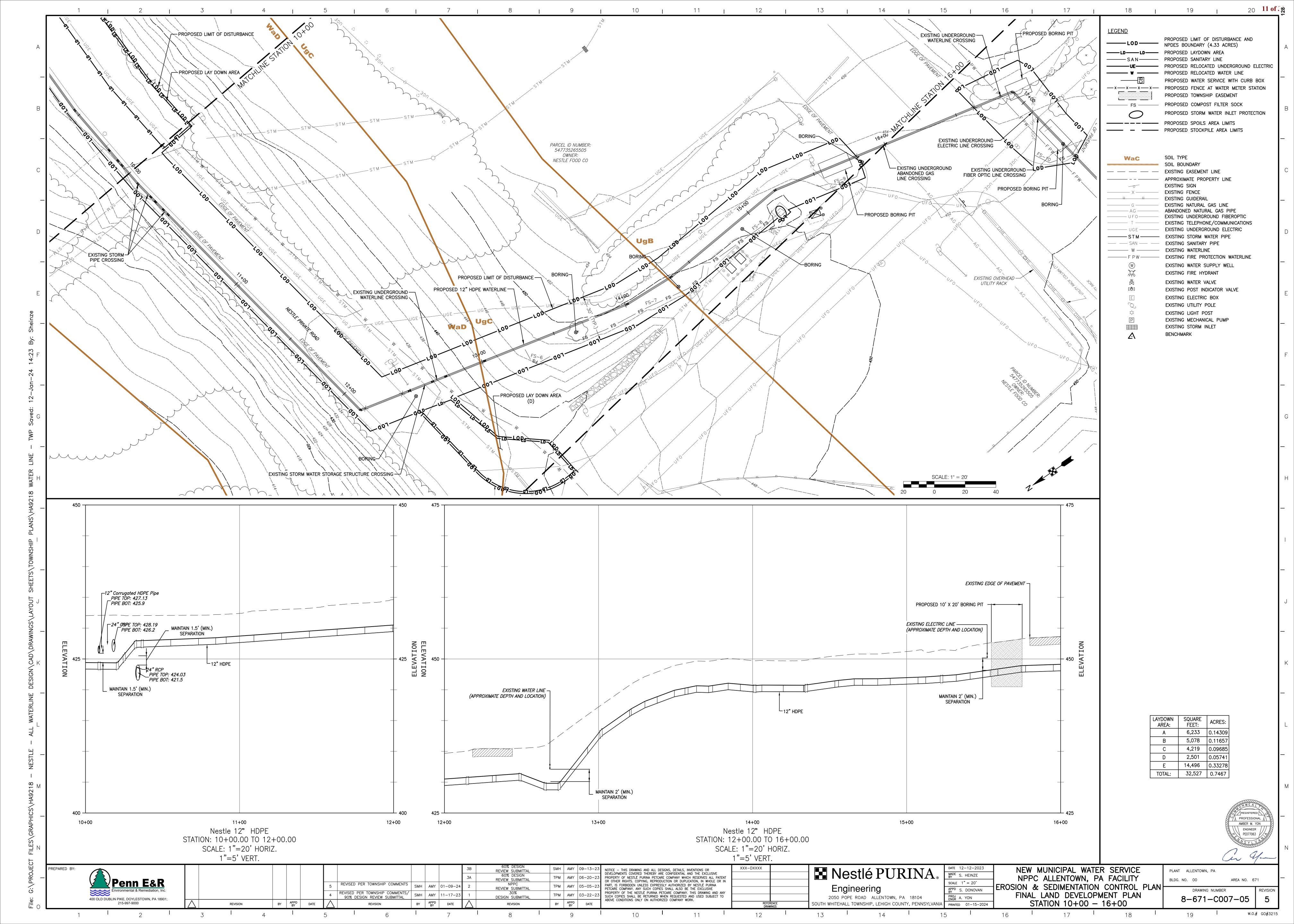


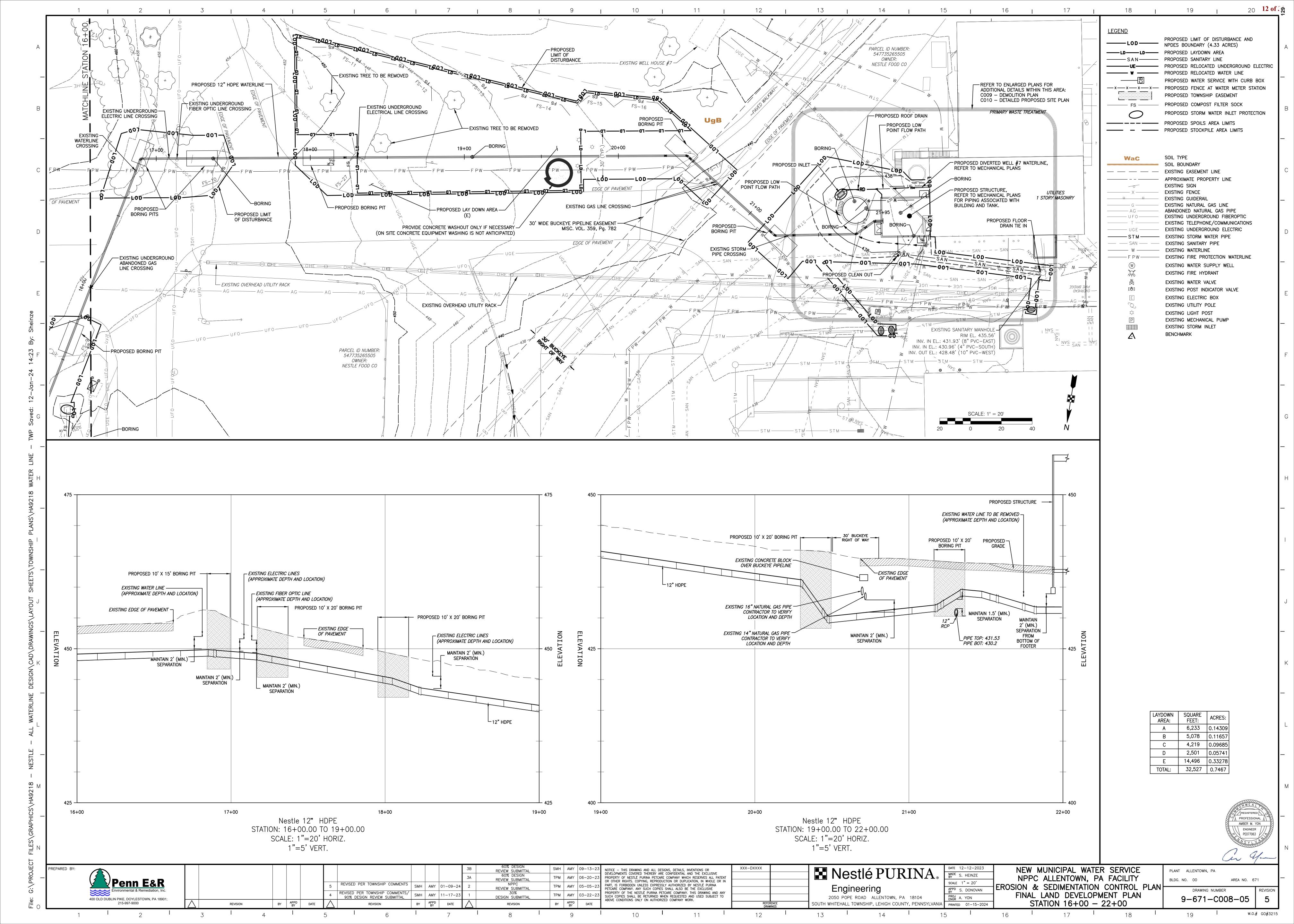












PROJECT NARRATIVE

FOR

NESTLE PURINA PETCARE, ALLENTOWN, PA FACILITY – NEW MUNICIPAL WATER SERVICE

South Whitehall Township, Lehigh County, Pennsylvania

The proposed development consists of the construction of a +-4,400 LF water line and associated tank and mechanical building. Construction of the water line will reduce the demand on the site's existing wells. The water line connection point is in the intersection of Huckleberry Road and Wehr Mill Road and will extend west along the north side of Huckleberry Road for +-2,200 LF, then turning south into the Nestle Purina plant and extending an additional +-2,200 LF to the proposed mechanical building within the plant. The plant's needs can be served by an 8" line, however, Township staff has previously requested that the line be upsized to a 12" ductile iron pipe within the Huckleberry Road right-of-way.

The only above-ground structures proposed are the 832 SF (32' x 26') mechanical building and adjacent 40,000 gallon water surge tank (12' diameter, 47' high). These structures are located on an existing paved area, therefore, no impervious increase is proposed for these structures. An increase of approximately 400 SF of impervious cover is proposed to accommodate radius improvements at the site driveway near the water line's entry point into the property.

The project will not impact employee counts, traffic or parking demand. The site is served by an existing private wastewater treatment plant. The proposed disturbance associated with this project is approximately 4.5 acres, therefore, an NPDES permit is required for this work, and will be submitted to the Lehigh County Conservation District shortly.

MEMORANDUM

TO: Mr. Gregg R. Adams via e-mail

Planner, Community Development Department

South Whitehall Township

FROM: Mr. Anthony F. Tallarida, PE

Manager, Municipal Engineering Services

SUBJECT: South Whitehall Township

NPPC Allentown PA Facility New Municipal Water Service

Major Plan #2023-105

Preliminary/Final Plan Review

DATE: February 1, 2024

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

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. Christopher Williams, P.E. Senior Project Manager Barry Isett & Associates, Inc.

Mr. Brian Blanck Nestle Purina PetCare

(all via e-mail)

Mr. Ronald J. Gawlik, PE, Township Engineer

REPORT:

South Whitehall Township Ordinances:

Zoning Ordinance (ZO)

Subdivision and Land Development Ordinance (SALDO)

Stormwater Management Ordinance (SMO)

See attached list for documents reviewed.

Proposal:

Installation of 12" DIP Waterline from the Huckleberry Road and Wehr Mill Road intersection to Nestle Private Road entrance;

Installation of 12" DIP Waterline from Nestle Private Road entrance to Proposed Mechanical Building;

832 s.f. Mechanical Building and 40,000 gal. Water Surge Tank;

We note that the Plans identify a proposed 28'x32' Maintenance Pole Building (Sheet 18). Based upon discussion with the Township, we understand that this Building and Sheet 18 were removed from the current project proposal. The following comments do not relate to the Maintenance Pole Building; and

Waivers/Deferrals Granted:

None to date.

Recommendation:

The following comments relate to our review of the Plans as it relates to the Township Ordinances. As this project is primarily a public waterline extension project, we defer any recommendation on Plan approval to the Township Utility Engineer. Further, we understand that any legal agreements relating to connection, allocation, fees, maintenance, etc. are to be discussed and agreed upon prior to the Plan being presented to the Board of Commissioners for consideration.

erb/laf

Enclosures

South Whitehall Township NPPC Allentown PA Facility New Municipal Water Service Major Plan #2023-105 Preliminary/Final Plan Review

February 1, 2024

REVIEW COMMENTS

A. Planning

- 1. Waivers and Deferrals requested by the Design Engineer in a letter last revised January 16, 2024:
 - a. SALDO §312-12(b)(15) Waiver of the requirement to show contours on the entire tract and on adjacent land within 400 feet of the tract;
 - b. SALDO §312-12(b)(21) Waiver of the requirement to show all sidewalks, trails, driveways, streets, easements, and right-of-way platted or existing within 400 feet of the tract:
 - c. SALDO §312-12(b)(17) Waiver of the requirement to show the names of owners of immediately adjacent land, and the names of the existing or proposed subdivisions;
 - d. SALDO §312-12(b)(14) Waiver of the requirement to show bearings and distances of the boundaries of the tract;
 - e. SALDO §312-12(b)(20) Waiver of the requirement to show the location, character, and elevation of any building within 100 feet of the tract;
 - f. SALDO §312-35(b)(3) Deferral of the requirement for roadway improvements along all public streets adjacent to the tract;
 - g. SALDO §312-41(a)(1)(A) Deferral of the requirement of the installation of street lights; and
 - h. SALDO §312-12(b)(19) Waiver of the requirement to show the names of owners, parcel ID numbers, existing buildings, water mains, culverts, storm sewers, petroleum products lines, gas lines, transmission lines, fire hydrants, underground tanks, wells, septic systems within 100 feet of the tract.

We note that the Planning Commission recommended these waivers/deferrals at its October 19, 2023 public meeting.

In the event that waivers/deferrals are granted, a note should be added to the Plans to be recorded listing the ordinance sections and should indicate the dates of approval and the Board which took the action; and

2. As discussed with Township Staff, we understand the Applicant has requested to remove Sheet 18 from the Plan set. Revise the Key Map and Index to Drawings as necessary.

B. General

- 1. Show the number of parking spaces and employees on the Plans, SALDO §312-12(b)(8)(I);
- 2. Based on discussions with Township Staff, a Truck (M4-4) and No Right Turn (R3-1) sign assembly should be placed at the Nestle Private Road driveway near the access gate;
- 3. Obtain any necessary easements for the proposed waterline outside of the Huckleberry Road right-of-way and show these easements on the Plans, SALDO §312-12(b)(25) and §312-12(b)(26). Provide descriptions for and record deeds of easement or dedication to the satisfaction of the Township Solicitor. We note that the Limit of Disturbance and its contents extend beyond the right-of-way on several properties (e.g., Cannon, Neda Hadian et.al, etc.);
- 4. Revise the Zoning Map to include the extents of the project scope, SALDO §312-12(b)(9)(D);
- 5. Revise the Township Standard Construction Details to remove all references to "The Pidcock Company" shown on the Construction Details Sheets; and
- 6. Provide Landscaping Plans, SALDO §312-12(b)(36).

C. Policy and Information

- 1. Provide a note listing all required outside agency permits and dates of their approvals on a plan to be recorded. These Agencies/permits include, but may not necessarily be limited to:
 - a. LVPC, SALDO §312-12(a)(10) and §312-14(a)(6);
 - b. PADEP, SALDO §312-12(a)(12) and §312-14(a)(8);
 - c. LCCD, SALDO §312-12(a)(13) and §312-14(a)(9); and
 - d. LANTA, SALDO §312-12(a)(14) and §312-14(a)(10).
- 2. The Township should determine whether open space, or fees in lieu thereof, will be required, and an appropriate note added to a plan to be recorded, SALDO §312-34(d) and §312-36(d);

- 3. Prior to plan recording, the Plans should be consistent with the Township Recording Land Development Plans and Documents requirements. We note the following:
 - a. Identify the size of the plan sheet on the upper left-hand corner of each Plan, SALDO §312-12(b)(2); and
 - b. Identify the Parnum with the Parcel Identification Numbers shown on the Plans.
- 4. Address any concerns of the Township Public Safety Commission;
- 5. Discuss matters pertaining to the design of water distribution with the Township Department of Public Works, SALDO §312-12(a)(6)(C);
- 6. We have not reviewed and would defer to the Township Fire Marshal and emergency response personnel regarding the acceptability of emergency access and fire protection requirements;
- 7. We defer to the Township Geotechnical Consultant for the review of all geotechnical aspects of the design;
- 8. Obtain permission from Buckeye Pipeline for any work within its easement and provide all correspondence to the Township and our office;
- 9. Copies of any deed restrictions associated with the PPL and Buckeye Pipeline easements should be provided, SALDO §312-12(a)(4); and
- 10. Upon submission of plans for recording, all Statements and Certifications shall be signed and sealed/notarized as applicable, SALDO §312-14(b)(2).

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

South Whitehall Township NPPC Allentown PA Facility New Municipal Water Service Major Plan #2023-105 Preliminary/Final Plan Review

List of Plans and Supplemental Information Prepared by Barry Isett & Associates, Inc. and dated or last revised January 9, 2024 (except as noted)

- 1. Title Sheet, Sheet 1 of 18;
- 2. Water Line Plan and Profile View Huckleberry Rd. (Sta. -0+10 3+00), Sheet 2 of 18 (cursory review only);
- 3. Water Line Plan and Profile View Huckleberry Rd. (Sta. 3+00 9+00), Sheet 3 of 18 (cursory review only);
- 4. Water Line Plan and Profile View Huckleberry Rd. (Sta. 9+00 15+00), Sheet 4 of 18 (cursory review only);
- 5. Water Line Plan and Profile View Huckleberry Rd. (Sta. 15+00 21+00), Sheet 5 of 18 (cursory review only);
- 6. Water Line Plan and Profile View Huckleberry Rd. (Sta. 21+00 22+50) & Nestle Private Rd. (Sta. -0+25 4+00), Sheet 6 of 18 (cursory review only);
- 7. Water Line Plan and Profile View Nestle Private Rd. (Sta. 4+00 10+00), Sheet 7 of 18 (cursory review only);
- 8. Water Line Plan and Profile View Nestle Private Rd. (Sta. 10+00 16+00), Sheet 8 of 18 (cursory review only);
- 9. Water Line Plan and Profile View Nestle Private Rd. (Sta. 16+00 22+00), Sheet 9 of 18 (cursory review only);
- 10. Demolition Plan, Sheet 10 of 18 (cursory review only);
- 11. Detailed Proposed Site Plan, Sheet 11 of 18;
- 12. Construction Details, Sheets 12 and 13 of 18 (cursory review only);
- 13. Well House #6 Replacement Plan, Sheet 14 of 18;
- 14. Erosion and Sedimentation Control Details, Sheet 15 of 18;
- 15. Erosion & Sedimentation Control Notes (1 of 1), Sheet 16 of 18;
- 16. Spoils and Stockpile Areas Plan, Sheet 17 of 18;
- 17. Pole Building Plan, Sheet 18 of 18 (Sheet removed from Plan set);
- 18. Title Sheet Post Construction Stormwater Management Plans, Sheet 1 of 8, dated September 21, 2023;
- 19. Water Line PCSM Huckleberry Road (Sta. -0+10 9+00), Sheet 2 of 8, dated September 21, 2023;

- 20. Water Line PCSM Huckleberry Road (Sta. 9+00 21+00), Sheet 3 of 8, dated September 21, 2023;
- 21. Water Line PCSM Huckleberry Road (Sta. 21+00 22+50) Nestle Private Road (Sta. 4+00 10+00), Sheet 4 of 8, dated September 21, 2023;
- 22. Water Line PCSM Nestle Private Road (Sta. 10+00 22+00), Sheet 5 of 8, dated September 21, 2023;
- 23. Well House #6 Replacement PCSM Plans, Sheet 6 of 8, dated September 21, 2023;
- 24. Spoils and Stockpile Area PCSM Plans, Sheet 7 of 8, dated September 21, 2023; and
- 25. Supplemental Plantings PCSM Plans, Sheet 8 of 8, dated September 21, 2023.

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

- 1. Letter of Transmittal to Township, dated January 16, 2024;
- 2. Copy of Check No. 0031979351 made payable to South Whitehall Township, dated November 30, 2023;
- 3. Subdivision & Land Development Review Application, dated January 15, 2024;
- 4. Waiver Request Letter to Township, last revised January 16, 2024;
- 5. Land Development Response Letter, dated January 16, 2024;
- 6. Lehigh Valley Planning Commission Review letter, dated September 29, 2023; and
- 7. Water Service Request letter, prepared by Spotts, Stevens and McCoy, dated July 25, 2022.

Spotts, Stevens and McCoy

Roma Corporate Center, Suite 106 1605 N. Cedar Crest Blvd. > Allentown PA 18104 610.849.9700 > F. 610.621.2001> SSMGROUP.COM



January 26, 2024

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

Re: Nestles Purina New Municipal Water Service NNPC Allentown, PA Facility.

Land Development # 2023-105

Review of Preliminary Plan 01/09/2024 Revision 5

SSM File 103400.0044

Dear Mr. Adams:

This correspondence is provided as a review of the Preliminary Land Development Plan submitted for the above referenced project revised on 1/9/2024. The project is new municipal water service to Nestle Facility. We have the following comments regarding the water utilities:

General Comments:

No comments

Water Comments:

Add SSM Std. Detail Air Release Detail W-16 to detail sheet.

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

Sincerely,

Spotts, Stevens and McCoy

Jason M. Newhard, CCM, LO

Manager, Construction Mgt. Services

Turn m Rem

Environmental Engineering

jason.newhard@ssmgroup.com

cc: SWT, PW

252 Brodhead Road • Suite 100 • Bethlehem, PA 18017-8944 Phone: 610.691.5644 • Fax: 610.691.6968 • HanoverEng.com

October 13, 2023

Mr. Gregg Adams, Planner South Whitehall Township 4444 Walbert Avenue Allentown, PA 18104-1699 RE: Geotechnical Engineering Review of
Provided Documents
NPPC Allentown PA Facility New
Municipal Water Service Major Plan 2023-105
South Whitehall Township, Lehigh County,
Pennsylvania
Hanover Project SWT23-11(016)

Dear Mr. Adams:

Hanover Engineering (Hanover) has reviewed the information received on September 28, 2023 via electronic link. Reviewed documents pertaining to the geotechnical aspects of the proposed project at the above-referenced site consisted of the following:

- 1. Project Narrative, prepared by Barry Isett & Associates, Inc (BIA), dated September 21, 2023.
- 2. Waiver request letter referenced as "NPPC Allentown, PA Facility -New Municipal Water Service", prepared by BIA, dated September 21, 2023.
- 3. Engineering plan set entitled "Nestle Purina Engineering NPPC Allentown, PA Facility New Municipal Water Service Civil-Municipal Water Line Preliminary/Final Land Development Plan", Sheets 671-T001-3B and 671-C001-3B through 671-C0015-3B (16 sheets total), prepared by BIA, dated June 20, 2023, last revised September 13, 2023.

Based on our review, it is our understanding that the proposed development consists of the construction of approximately 4,400 linear feet (lf) of water line and associated tank and mechanical building. The tank, mechanical building, and approximately 2,200 lf of water line are proposed to be constructed on the Nestle Purina property. The remaining 2,200 lf of water line is proposed to be constructed along Huckleberry Road to the connection point in the intersection of Huckleberry Road and Wehr Mill Road. We offer the following comments:

1. Section 312.12(b)(18) of the Subdivision and Land Development Ordinance: Provide and label the location of all significant features listed or provide a note stating which features do not exist on the site.

- 2. Section 312.12(b)(22) of the Subdivision and Land Development Ordinance: Soil types and mapped limits shall be depicted and labeled on the plans. A soil data table shall be provided.
- 3. Provide sinkhole mitigation details and specifications.
- 4. Provide a note stating the notification requirements and procedures upon the discovery of a sinkhole. At a minimum, notification to the Lehigh County Conservation District and South Whitehall Township shall be required.

We trust that this is the information that you require. Should you have any questions or concerns regarding this information, please do not hesitate to contact our office.

Respectfully,

HANOVER ENGINEERING

Christopher A. Taylor, PG

cat:cat/sas

\$\Pro[ects\Municipal\\$\MhitehalfTownship\\$\xxt23-11(016)-NPPCAllentownPAFacilityNewMunicipal\WaterServiceMajorPlan2023-105\Docs\2023-10-13-SWT Geotech, Nestle Purina new muni water service geotech reveiw cmt ltr 1.doc

cc: Mr. Dave Manhardt, Director of Community Development (via email)

Mr. Herb Bender, Public Works Director (via email)

Mr. Anthony F. Tallarida, PE, The Pidcock Company (via email)

Mr. Mark Gnall, PE, The Pidcock Company (via email)

Mr. Brian Blanck, Plant Manager, Nestle Purina Petcare

Ms. Amber M. Yon, PE, Barry Isett & Associates, Inc.



INTEROFFICE MEMORANDUM

To: Dave Manhardt, director of Community Development

FROM: HERB BENDER, PUBLIC WORKS MANAGER

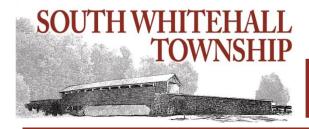
DATE: JANUARY 18, 2024

SUBJECT: NESTLE PURINA ALLENTOWN PA FACILITY NEW MUNICIPAL WATER SERVICE

MAJOR PLAN 2023-105

The Public Works Dept. reviewed the above project and has the following comments:

- 1. Please verify all pipe sizes at Wehr Mill and Huckleberry intersection.
- 2. Must follow street excavation paving requirements.
- 3. Water meter must be Neptune Mach 10 with external antenna.
- 4. South Whitehall water can not be connected to internal onsite water at any point.
- 5. Please indicate if Township water will be used for fire protection.



MEMORANDUM

To: Planning Commission From: Gregg Adams, Planner

DATE: November 16, 2023

SUBJECT: Subdivision Plan Review

NPPC Allentown PA Facility New Municipal Water Source

Major Plan 2023-105

Plan Dated September 13, 2023

COPIES: Parks and Recreation Board, T. Petrucci, L. Matula, D. Manhardt,

J. Alderfer, S. Pidcock, A. Tallarida, Applicant

At their November 13, 2023 meeting, the Parks and Recreation Board reviewed the plan and determined the following:

The Parks and Recreation Board recommended that the developer pay fees in lieu of common open space land dedication to meet the open space and recreation requirements of Section 312-36(d)(4) of the Subdivision and Land Development Ordinance. The amount of fees to be paid in lieu of common open space land dedication in non-residential subdivision or land development shall be Twenty-Five Cents (\$0.25) per square foot of additional proposed impervious coverage (post-development impervious surface minus pre-development impervious surface). The developer shall show the additional impervious surface calculation within the Zoning Data Block of the site plan. The Parks and Recreation Board requested that the Board be updated when the impervious surface calculations are complete.

Respectfully submitted,

Gregg Adams, Planner

Community Development Department

SOUTH WHITEHALL TOWNSHIP

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

April 12, 2024

Nestle Purina PetCare Attn: Ryan Hammonds 2050 Pope Road Allentown, PA 18104

Re: NPPC Allentown PA Facility New Municipal Water Service Major Plan 2023-105 Application Completeness Review

Gentlemen:

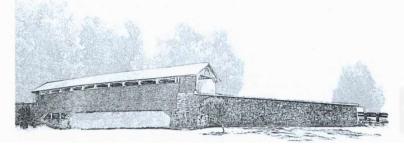
The purpose of this letter is to report zoning and non-engineering related comments that are to be addressed. My comments follow:

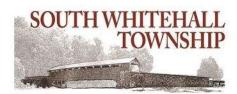
A. Open Space and Recreation

1. The plan will be forwarded to the Parks and Recreation Board for a recommendation on how the applicant might best meet the Open Space and Recreation Requirements of Section 312-36(d)(4) of the Subdivision and Land Development Ordinance. For nonresidential developments a fee shall be Twenty-Five Cents (\$0.25) per square foot of additional proposed impervious coverage (post-development impervious surface minus predevelopment impervious surface) in lieu of the requirement for public dedication of land. Please provide the *additional square footage of impervious surface* with the next plan submission so that the fee can be calculated.

B. Legal and Other

- 1. The Township Solicitor and Township Engineer may want to comment upon the legal requirements of the MS4 program with regard to any private stormwater management facilities.
- 2. That a note be added to the site plan stating that 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.
- 3. Signature Blocks and Certifications to appear on each plan sheet to be recorded.



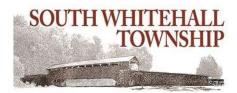


C. Plan Recording Requirements

- 1. Prior to plan recording, the applicant shall submit a check set of plans in PDF format to the Township Engineer and Township to ensure that the standards and requirements of the Lehigh County Recorder of Deeds Office for a recorded plan are met.
- 2. Signature Blocks and Certifications to appear on each plan sheet to be recorded.
- 3. The size of the plan sheet shall be noted on the upper left-hand corner of every plan sheet to be recorded.
- 4. Wherever a Parcel ID is shown on a plan sheet to be recorded, it shall include the appropriate parnum suffix, such as 547677593477<u>-1</u> or 547687003997<u>-59</u>.
- 5. Wherever an Owner's signature is required, the Signature shall be accompanied by a Printed Name and Title (Owner or Title within the owning organization), and an area for a Notary stamp. If there are multiple owners, there shall be signature blocks and areas for Notary stamps for each and every owner's name. The name of the owner (individual and/or organization) in the signature block shall match the name listed elsewhere on the plan.
- 6. On the cover sheet or (if no cover sheet is present) the site plan sheet, include a table listing all of the properties involved in the project, including PIN and Parnum. This information may be included within an existing table or a new table may be created.
- 7. If a lot consolidation is part of the plan and a lot consolidation plan is recorded before the site plan set, ensure that ALL references to lots that no longer exist are removed from the site plan set.
- 8. The review date of the Planning Commission and the review date and Resolution number of the Board of Commissioners shall be placed into the appropriate Board endorsement notes on the appropriate plan sheet to be recorded. Dates and Resolution number may be obtained from South Whitehall Township.

D. Waiver and Deferral Request Commentary

- 1. Request to waive SALDO Section 312-12(b)(15) requiring the showing of contours within 400 feet of the tract. The Planning Commission recommended waiver of the Section at their October 19, 2023 meeting.
- 2. Request to waive SALDO Section 312-12(b)(19) requiring the showing of owner names, PINs, and physical features within 100 feet of the tract. The Planning Commission recommended waiver of the Section at their October 19, 2023 meeting.



- 3. Request to waive SALDO Section 312-12(b)(21) requiring the showing of rights of way within 400 feet of the tract. The Planning Commission recommended waiver of the Section at their October 19, 2023 meeting.
- 4. Request to waive SALDO Section 312-12(b)(17) requiring the names of adjoining property owners and subdivisions on the plan. The Planning Commission recommended waiver of the Section at their October 19, 2023 meeting.
- 5. Request to waive SALDO Section 312-12(b)(14) requiring the showing of the boundaries of the tract by bearings and distances. The Planning Commission recommended waiver of the Section at their October 19, 2023 meeting.
- 6. Request to waive SALDO Section 312-12(b)(20) requiring the showing of buildings within 100 feet of the tract. The Planning Commission recommended waiver of the Section at their October 19, 2023 meeting.
- 7. Request to defer SALDO Section 312-35(b)(3) requiring the improvement of adjacent public roads to Township ROW standards. The Planning Commission recommended deferral of the Section at their October 19, 2023 meeting.
- 8. Request to waive SALDO Section 312-41(a)(1)(A) requiring the installation of street lights. The Planning Commission recommended waiver of the Section at their October 19, 2023 meeting.

E. Official Map & Comprehensive Plan

- 1. The Official Map depicts the subject parcel (2050 Pope Road) containing 15% slopes in the area of Huckleberry Road. The eastern portion of Huckleberry Road is underlain by a groundwater recharge basin. Huckleberry Road is classified as a Minor Arterial Road.
- 2. The Comprehensive Plan indicates natural areas within and adjoining the tract. Natural areas should be a priority for preservation when possible. In some cases, development can be supported in these areas but may require site-level analysis.

The Comprehensive Plan envisions the tract within an Industrial Land Use Type. The goal of Industrial is:

- To support the manufacturing and distribution of goods and materials. Intensity of development is dependent on the availability of utilities and connections to road infrastructure.
- Require buffers to be proportionate to the degree of impact and intensity of development.
- Consider transit and multimodal connection to support industrial employees.



- Coordinate development along transportation routes that can appropriately accommodate traffic impacts and require necessary transportation improvements.
- Industrial Land Use supports Open Space, Agriculture, Conservation Subdivision, Regional Employment Center, and Industrial place types.

Your plan is scheduled to be reviewed by the Board of Commissioners on Wednesday April 17, 2024 at 7:00 p.m. in the South Whitehall Township Municipal Building located at 4444 Walbert Avenue. The meeting will be also be livestreamed via GoToMeeting. To access the meeting though your computer, go to https://global.gotomeeting.com/join/757430189. To access the meeting through your phone, dial 1-224-501-3412 and, when prompted, enter 757 430 189 to join the meeting.

If you have any questions, please call.

Sincerely,

Gregg R. Adams, Planner

Community Development Department

South Whitehall Township

cc: T. Petrucci D. Manhardt S. Pidcock A. Tallarida

L. HarrierJ. FrantzH. BenderM. EliasJ. Zator, EsqJ. Alderfer, EsqJ. Lee, NestleS. Kobol, Esq.

C. Williams, Barry Isett Sub. File 2023-105

TOWNSHIP OF SOUTH WHITEHALL LEHIGH COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024-(Duly Adopted April 17, 2024)

A RESOLUTION GRANTING PRELIMINARY/FINAL APPROVAL TO A MAJOR PLAN ENTITLED "NESTLE PURINA ALLENTOWN PA FACILITY NEW MUNICIPAL WATER SERVICE"

WHEREAS, Nestle Purina PetCare, pursuant to Article 3 of the South Whitehall Township Subdivision and Land Development Ordinance, submitted an application for preliminary/final approval for a land development proposing the construction of an approximately 4,400 linear foot water line within the right-of-way of Huckleberry Road from Wehr Mill Road to and onto 2050 Pope Road, as well as an associated 40,000 gallon water tank and 832 square foot mechanical building on 2050 Pope Road, in South Whitehall Township, Lehigh County, Pennsylvania; and,

WHEREAS, this proposal is reflected on plans prepared by nestle Purina Engineering, entitled "Nestle Purina Allentown PA Facility New Municipal Water Service", dated March 22, 2023 and last revised January 9, 2024; 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 effective April 1, 2019, and are applicable to this plan based on the submission of the initial application in September 21, 2023; and

WHEREAS, the South Whitehall Township Planning Commission has reviewed the aforesaid plan on October 19, 2023, and having found it to be in substantial compliance with the Subdivision and Land Development Regulations, has recommended that preliminary/final approval be granted,

WHEREAS, the applicant has requested that the requirement of Section 312-12(b)(14) of the Subdivision and Land Development Ordinance pertaining to the identification of the tract showing bearings and distances in accordance with the criteria of a third order survey of the United States Coast and Geodetic Survey and ties to the nearest street monuments, be waived, and the Planning Commission is persuaded that the waiver would be appropriate, as the level of information shown on the plan is acceptable; and,

WHEREAS, the applicant has requested that the requirement of Section 312-12(b)(15) of the Subdivision and Land Development Ordinance pertaining to the showing of existing and proposed contours on the entire tract and adjacent land within 400 feet of the tract be waived, and the Planning Commission is persuaded that the waiver would be appropriate, as the level of information shown on the plan is acceptable; and,

WHEREAS, the applicant has requested that the requirement of Section 312-12(b)(17) of the Subdivision and Land Development Ordinance pertaining to the provision of the names and addresses of all property owners within 300 feet of any boundary of the subdivision be

waived, and the Planning Commission is persuaded that the waiver would be appropriate, as the level of information shown on the plan is acceptable; and,

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

WHEREAS, the applicant has requested that the requirement of Section 312-12(b)(20) of the Subdivision and Land Development Ordinance pertaining to the showing of the location, character and elevation of any building within 100 feet of the tract be waived, and the Planning Commission is persuaded that the waiver is appropriate, as the level of information shown on the plan is acceptable; and,

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

WHEREAS, the applicant has requested that the requirement of Section 312-35(b)(3) of the Subdivision and Land Development Ordinance pertaining to the Right-of-Way and cartway standards, specifically the dedication of right-of-way to Township standards for Huckleberry Road, Church Road, and Pope Road be deferred, and the Planning Commission is persuaded that the deferrals are appropriate until such time right-of-way improvements are required; and,

WHEREAS, the applicant has requested that the requirement of Section 312-41(a)(1)(A) of the Subdivision and Land Development Ordinance that the developer shall be responsible for making necessary arrangements with the municipality and the public service company involved for street lights as approved by the Board of Commissioners and shall further be responsible for providing utility easements for lighting standards and fixtures be deferred, and the Planning Commission is persuaded that the deferral would be appropriate until such time as it is determined that more street lighting is required.

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 subdivision plan entitled "Nestle Purina Allentown PA Facility New Municipal Water Service", 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, that sufficient security in a form acceptable to the Township be posted, that such security shall be available for draws/presentation no further than 60 miles from the Township's office, and evidence of insurance coverage in an amount satisfactory

- to the Township in its sole discretion shall be provided prior to the plan being recorded.
- 2. That the applicant address to the satisfaction of the Township Engineer, the comments of Mr. Anthony Tallarida, as contained in his review dated February 1, 2024. The applicant shall provide to the Community Development Department written confirmation from the appropriate reviewing agency that all applicable comments have been addressed.
- 3. That the applicant address to the satisfaction of the Township Water & Sewer Engineer, the comments of Mr. Jason Newhard, as contained in his review dated January 28, 2024. The applicant shall provide to the Community Development Department written confirmation from the appropriate reviewing agency that all applicable comments have been addressed.
- 4. That the applicant address to the satisfaction of the Township Geotechnical Consultant, the comments of Mr. Chris Taylor, as contained in his review dated October 13, 2023. The applicant shall provide to the Community Development Department written confirmation from the appropriate reviewing agency that all applicable comments have been addressed.
- 5. That the applicant address to the satisfaction of the Community Development Department, the comments of Mr. Gregg Adams, as contained in his review dated April 12, 2024.
- 6. That the applicant address to the satisfaction of the Public Works Department, the comments of Mr. Herb Bender, as contained in his review dated January 18, 2024. The applicant shall provide to the Community Development Department written confirmation from the appropriate reviewing agency that all applicable comments have been addressed.
- 7. That the applicant complies with the November 16, 2023 recommendation of the Parks and Recreation Board. The applicant shall provide to the Community Development Department written confirmation from the appropriate reviewing agency that all applicable comments have been addressed. Payment of any Open Space Fee shall be tendered prior to plan recording.
- 8. 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 service are concerned. The applicant shall provide to the Community Development Department written confirmation from the appropriate reviewing agency that all applicable comments pertaining to water service have been addressed. Water allocation and tapping fees have been determined by the Township reviewing agency to be required. Applicant shall be entitled to two separate deductions from the total calculated tapping fee in the amount of \$265,390.40 (representing costs associated with installation of a larger water line as requested by the Township) and \$84,800.00 (representing the escrow amount to be established pursuant to Condition No. 13 herein) to result in a total tapping fee of \$5,742,129.60. Unless otherwise agreed to by the Board of Commissioners, payment of allocation fees shall be tendered prior to plan

- recording. Unless otherwise agreed to by the Board of Commissioners, payment of tapping fees shall be tendered prior to Building Permit issuance.
- 9. That the applicant obtains a letter from the Lehigh County Conservation District approving the Soil Erosion and Sedimentation Control Plan or the NPDES Permit application pursuant to Section 312-39(e) of the Subdivision and Land Development Ordinance.
- 10. That the applicant shall dedicate to the Township a utility easement of sufficient size in an area acceptable to the Township for accessing the water meter pit. 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.
- 11. That the applicant shall dedicate a utility easement of sufficient size in an area acceptable to the Township for access and to perform maintenance on the 12" water line between the right-of-way of Huckleberry Road and the water meter pit. 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.
- 12. That the applicant shall agree, upon satisfactory completion of all water facilities shown on the plan as intended for dedication to the Township, to execute formal Bills of Sale for said facilities, so as to convey said facilities to the Township for nominal consideration.
- 13. That the applicant shall pay for all costs to install and connect the curb boxes to the water main and up to \$84,800 to connect the water laterals to the dwellings/buildings located at 4108 Huckleberry Road (PIN 547766245339), 4113 Huckleberry Road (PIN 547766265937), 4137 Huckleberry Road (PIN 547766067890), 4174 Huckleberry Road (PIN 547756849282), 4188 Huckleberry Road (PIN 547756535653), 4193 Huckleberry Road (PIN 547756551881), 4205 Huckleberry Road (PIN 547756452754), 4210 Huckleberry Road (PIN 547756335546), 4221 Huckleberry Road (PIN 547756159621), and 4236 Huckleberry Road (PIN 547756126871). With respect to payment of the costs associated with connections to each of the dwellings/buildings located on the foregoing parcels, Applicant shall establish an escrow account with the Township and deposit the total amount of \$84,800, which amount represents \$5,980 for connections to each of the ten (10) parcels listed above as well as tapping fees in the amount of \$2,500 for each of the ten (10) parcels listed above. The escrow

amount shall be held for a period of eighteen (18) months and made available to the property owners pursuant to an escrow agreement in a form acceptable to the Township Solicitor. In the event any property owner does not wish to connect to the public water system, the property owner shall be solely responsible for paying the fees assessed by the Township for electing not to connect pursuant to Township regulations and any tapping fees remaining in escrow as a result shall be disbursed to the Township. If the cost to complete the connection to each individual parcel exceeds \$5,980, the property owner shall be individually liable for such cost and neither the Township nor the applicant shall have any further responsibility to the property owners for costs associated with connection to the water line. The maintenance period for the work to be performed by applicant to connect the curb boxes to the water main pursuant to this condition shall coincide with the maintenance periods for the overall project.

- 14. If deemed to be necessary, the applicant shall execute a Declaration of Covenants and Easement for Maintenance of Stormwater Management Facilities prepared by the Township Solicitor for the maintenance of the on-site stormwater management facilities.
- 15. That the applicant reconciles all open invoices for Township engineering and legal services prior to the plan being recorded.
- 16. 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.
- 17. 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.
- 18. In the event that the Township becomes involved in litigation of any kind relating to preliminary/final plan approval 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, predecessors, successors, representatives, advisors, 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 applicant has requested that the requirement of Section 312-12(b)(14) of the Subdivision and Land Development Ordinance pertaining to the identification of the tract showing bearings and distances in accordance with the criteria of a third order survey of the United States Coast and Geodetic Survey and ties to the nearest street monuments is hereby waived as the level of information shown on the plan is acceptable.

The requirement of Section 312-12(b)(15) of the Subdivision and Land Development Ordinance pertaining to the showing of existing and proposed contours on the entire tract and adjacent land within 400 feet of the tract is hereby waived as the level of information shown on the plan is acceptable.

The requirement of Section 312-12(b)(17) of the Subdivision and Land Development Ordinance pertaining to the provision of the names and addresses of all property owners within 300 feet of any boundary of the subdivision is hereby waived as the level of information shown on the plan is acceptable.

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

The requirement of Section 312-12(b)(20) of the Subdivision and Land Development Ordinance pertaining to the showing of the location, character and elevation of any building within 100 feet of the tract is hereby waived as the level of information shown on the plan is acceptable.

The requirement of Section 312-12(b)(21) of the Subdivision and Land Development Ordinance pertaining to the showing of the locations and widths of all sidewalks, trails, driveways, streets, easements, and rights-of-way within 400 feet of the tract is hereby waived as the level of information shown on the plan is acceptable.

The requirement of Section 312-35(b)(3) of the Subdivision and Land Development Ordinance pertaining to the Right-of-Way and cartway standards, specifically the dedication of right-of-way to Township standards for Huckleberry Road, Church Road, and Pope Road is hereby deferred until such time right-of-way improvements are required.

The requirement of Section 312-41(a)(1)(A) of the Subdivision and Land Development Ordinance that the developer shall be responsible for making necessary arrangements with the municipality and the public service company involved for streetlights as approved by the Board of Commissioners and shall further be responsible for providing utility easements for lighting standards and fixtures is hereby deferred until such time as it is determined that more street lighting is required.

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 17th day of APRIL, 2024, 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:	
	_
Jacob Roth, Assistant Secretary	

APPLICANT ACCEPTANCE OF CONDITIONS

RESOLUTION NO. 2024-(Duly Adopted April 17, 2024)

A RESOLUTION GRANTING PRELIMINARY/FINAL APPROVAL TO A MAJOR SUBDIVISION ENTITLED "NESTLE PURINA ALLENTOWN PA FACILITY NEW MUNICIPAL WATER SERVICE"

The undersigned, being the applicant of an application for preliminary/final approval for a land development proposing the construction of an approximately 4,400 linear foot water line within the right-of-way of Huckleberry Road from Wehr Mill Road to and onto 2050 Pope Road, as well as an associated 40,000 gallon water tank and 832 square foot mechanical building on 2050 Pope Road, in South Whitehall Township, Lehigh County, Pennsylvania, reflected on plans prepared by nestle Purina Engineering, entitled "Nestle Purina Allentown PA Facility New Municipal Water Service", dated March 22, 2023 and last revised January 9, 2024, 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 "Nestle Purina Allentown PA Facility New Municipal Water Service" 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: Nestle Purina PetCare
Witness	Applicant
Printed Name	Printed Name
Date:	

TOWNSHIP OF SOUTH WHITEHALL LEHIGH COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024-(Duly Adopted April 17, 2024)

A RESOLUTION GRANTING PRELIMINARY/FINAL APPROVAL TO A MAJOR PLAN ENTITLED "NESTLE PURINA ALLENTOWN PA FACILITY NEW MUNICIPAL WATER SERVICE"

WHEREAS, Nestle Purina PetCare, pursuant to Article 3 of the South Whitehall Township Subdivision and Land Development Ordinance, submitted an application for preliminary/final approval for a land development proposing the construction of an approximately 4,400 linear foot water line within the right-of-way of Huckleberry Road from Wehr Mill Road to and onto 2050 Pope Road, as well as an associated 40,000 gallon water tank and 832 square foot mechanical building on 2050 Pope Road, in South Whitehall Township, Lehigh County, Pennsylvania; and,

WHEREAS, this proposal is reflected on plans prepared by nestle Purina Engineering, entitled "Nestle Purina Allentown PA Facility New Municipal Water Service", dated March 22, 2023 and last revised January 9, 2024; 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 effective April 1, 2019, and are applicable to this plan based on the submission of the initial application in September 21, 2023; and

WHEREAS, the South Whitehall Township Planning Commission has reviewed the aforesaid plan on October 19, 2023, and having found it to be in substantial compliance with the Subdivision and Land Development Regulations, has recommended that preliminary/final approval be granted,

WHEREAS, the applicant has requested that the requirement of Section 312-12(b)(14) of the Subdivision and Land Development Ordinance pertaining to the identification of the tract showing bearings and distances in accordance with the criteria of a third order survey of the United States Coast and Geodetic Survey and ties to the nearest street monuments, be waived, and the Planning Commission is persuaded that the waiver would be appropriate, as the level of information shown on the plan is acceptable; and,

WHEREAS, the applicant has requested that the requirement of Section 312-12(b)(15) of the Subdivision and Land Development Ordinance pertaining to the showing of existing and proposed contours on the entire tract and adjacent land within 400 feet of the tract be waived, and the Planning Commission is persuaded that the waiver would be appropriate, as the level of information shown on the plan is acceptable; and,

WHEREAS, the applicant has requested that the requirement of Section 312-12(b)(17) of the Subdivision and Land Development Ordinance pertaining to the provision of the names and addresses of all property owners within 300 feet of any boundary of the subdivision be

waived, and the Planning Commission is persuaded that the waiver would be appropriate, as the level of information shown on the plan is acceptable; and,

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

WHEREAS, the applicant has requested that the requirement of Section 312-12(b)(20) of the Subdivision and Land Development Ordinance pertaining to the showing of the location, character and elevation of any building within 100 feet of the tract be waived, and the Planning Commission is persuaded that the waiver is appropriate, as the level of information shown on the plan is acceptable; and,

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

WHEREAS, the applicant has requested that the requirement of Section 312-35(b)(3) of the Subdivision and Land Development Ordinance pertaining to the Right-of-Way and cartway standards, specifically the dedication of right-of-way to Township standards for Huckleberry Road, Church Road, and Pope Road be deferred, and the Planning Commission is persuaded that the deferrals are appropriate until such time right-of-way improvements are required; and,

WHEREAS, the applicant has requested that the requirement of Section 312-41(a)(1)(A) of the Subdivision and Land Development Ordinance that the developer shall be responsible for making necessary arrangements with the municipality and the public service company involved for street lights as approved by the Board of Commissioners and shall further be responsible for providing utility easements for lighting standards and fixtures be deferred, and the Planning Commission is persuaded that the deferral would be appropriate until such time as it is determined that more street lighting is required.

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 subdivision plan entitled "Nestle Purina Allentown PA Facility New Municipal Water Service", 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, that sufficient security in a form acceptable to the Township be posted, that such security shall be available for draws/presentation no further than 60 miles from the Township's office, and evidence of insurance coverage in an amount satisfactory

- to the Township in its sole discretion shall be provided prior to the plan being recorded.
- 2. That the applicant address to the satisfaction of the Township Engineer, the comments of Mr. Anthony Tallarida, as contained in his review dated February 1, 2024. The applicant shall provide to the Community Development Department written confirmation from the appropriate reviewing agency that all applicable comments have been addressed.
- 3. That the applicant address to the satisfaction of the Township Water & Sewer Engineer, the comments of Mr. Jason Newhard, as contained in his review dated January 28, 2024. The applicant shall provide to the Community Development Department written confirmation from the appropriate reviewing agency that all applicable comments have been addressed.
- 4. That the applicant address to the satisfaction of the Township Geotechnical Consultant, the comments of Mr. Chris Taylor, as contained in his review dated October 13, 2023. The applicant shall provide to the Community Development Department written confirmation from the appropriate reviewing agency that all applicable comments have been addressed.
- 5. That the applicant address to the satisfaction of the Community Development Department, the comments of Mr. Gregg Adams, as contained in his review dated April 12, 2024.
- 6. That the applicant address to the satisfaction of the Public Works Department, the comments of Mr. Herb Bender, as contained in his review dated January 18, 2024. The applicant shall provide to the Community Development Department written confirmation from the appropriate reviewing agency that all applicable comments have been addressed.
- 7. That the applicant complies with the November 16, 2023 recommendation of the Parks and Recreation Board. The applicant shall provide to the Community Development Department written confirmation from the appropriate reviewing agency that all applicable comments have been addressed. Payment of any Open Space Fee shall be tendered prior to plan recording.
- 8. 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 service are concerned. The applicant shall provide to the Community Development Department written confirmation from the appropriate reviewing agency that all applicable comments pertaining to water service have been addressed. Water allocation and tapping fees have been determined by the Township reviewing agency to be required. Applicant shall be entitled to two separate deductions from the total calculated tapping fee in the amount of \$265,390.40 (representing costs associated with installation of a larger water line as requested by the Township) and \$84,800.00 (representing the escrow amount to be established pursuant to Condition No. 13 herein) to result in a total tapping fee of \$5,742,129.60. Unless otherwise agreed to by the Board of Commissioners, payment of allocation fees shall be tendered prior to plan

- recording. Unless otherwise agreed to by the Board of Commissioners, payment of tapping fees shall be tendered prior to Building Permit issuance.
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- 10. That the applicant shall dedicate to the Township a utility easement of sufficient size in an area acceptable to the Township for accessing the water meter pit. 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.
- 11. That the applicant shall dedicate a utility easement of sufficient size in an area acceptable to the Township for access and to perform maintenance on the 12" water line between the right-of-way of Huckleberry Road and the water meter pit. 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.
- 12. That the applicant shall agree, upon satisfactory completion of all water facilities shown on the plan as intended for dedication to the Township, to execute formal Bills of Sale for said facilities, so as to convey said facilities to the Township for nominal consideration.
- 13. That the applicant shall pay for all costs to install and connect the curb boxes to the water main and up to \$84,800 to connect the water laterals to the dwellings/buildings located at 4108 Huckleberry Road (PIN 547766245339), 4113 Huckleberry Road (PIN 547766265937), 4137 Huckleberry Road (PIN 547766067890), 4174 Huckleberry Road (PIN 547756849282), 4188 Huckleberry Road (PIN 547756535653), 4193 Huckleberry Road (PIN 547756551881), 4205 Huckleberry Road (PIN 547756452754), 4210 Huckleberry Road (PIN 547756335546), 4221 Huckleberry Road (PIN 547756159621), and 4236 Huckleberry Road (PIN 547756126871). With respect to payment of the costs associated with connections to each of the dwellings/buildings located on the foregoing parcels, Applicant shall establish an escrow account with the Township and deposit the total amount of \$84,800, which amount represents \$5,980 for connections to each of the ten (10) parcels listed above. The escrow

amount shall be held for a period of eighteen (18) months and made available to the property owners pursuant to an escrow agreement in a form acceptable to the Township Solicitor. In the event any property owner does not wish to connect to the public water system, the property owner shall be solely responsible for paying the fees assessed by the Township for electing not to connect pursuant to Township regulations and any tapping fees remaining in escrow as a result shall be disbursed to the Township. If the cost to complete the connection to each individual parcel exceeds \$5,980, the property owner shall be individually liable for such cost and neither the Township nor the applicant shall have any further responsibility to the property owners for costs associated with connection to the water line. The maintenance period for the work to be performed by applicant to connect the curb boxes to the water main pursuant to this condition shall coincide with the maintenance periods for the overall project.

- 14. If deemed to be necessary, the applicant shall execute a Declaration of Covenants and Easement for Maintenance of Stormwater Management Facilities prepared by the Township Solicitor for the maintenance of the on-site stormwater management facilities.
- 15. That the applicant reconciles all open invoices for Township engineering and legal services prior to the plan being recorded.
- 16. 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.
- 17. 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.
- 18. In the event that the Township becomes involved in litigation of any kind relating to preliminary/final plan approval 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, predecessors, successors, representatives, advisors, 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 applicant has requested that the requirement of Section 312-12(b)(14) of the Subdivision and Land Development Ordinance pertaining to the identification of the tract showing bearings and distances in accordance with the criteria of a third order survey of the United States Coast and Geodetic Survey and ties to the nearest street monuments is hereby waived as the level of information shown on the plan is acceptable.

The requirement of Section 312-12(b)(15) of the Subdivision and Land Development Ordinance pertaining to the showing of existing and proposed contours on the entire tract and adjacent land within 400 feet of the tract is hereby waived as the level of information shown on the plan is acceptable.

The requirement of Section 312-12(b)(17) of the Subdivision and Land Development Ordinance pertaining to the provision of the names and addresses of all property owners within 300 feet of any boundary of the subdivision is hereby waived as the level of information shown on the plan is acceptable.

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

The requirement of Section 312-12(b)(20) of the Subdivision and Land Development Ordinance pertaining to the showing of the location, character and elevation of any building within 100 feet of the tract is hereby waived as the level of information shown on the plan is acceptable.

The requirement of Section 312-12(b)(21) of the Subdivision and Land Development Ordinance pertaining to the showing of the locations and widths of all sidewalks, trails, driveways, streets, easements, and rights-of-way within 400 feet of the tract is hereby waived as the level of information shown on the plan is acceptable.

The requirement of Section 312-35(b)(3) of the Subdivision and Land Development Ordinance pertaining to the Right-of-Way and cartway standards, specifically the dedication of right-of-way to Township standards for Huckleberry Road, Church Road, and Pope Road is hereby deferred until such time right-of-way improvements are required.

The requirement of Section 312-41(a)(1)(A) of the Subdivision and Land Development Ordinance that the developer shall be responsible for making necessary arrangements with the municipality and the public service company involved for streetlights as approved by the Board of Commissioners and shall further be responsible for providing utility easements for lighting standards and fixtures is hereby deferred until such time as it is determined that more street lighting is required.

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 17th day of APRIL, 2024, 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

BOADD OF COMMISSIONEDS

	DOARD OF COMMISSIONERS
	Diane Kelly, President
ATTEST:	
MIIIDI.	
Joseph Doth Assistant Country	_
Jacob Roth, Assistant Secretary	

APPLICANT ACCEPTANCE OF CONDITIONS

RESOLUTION NO. 2024-____ (Duly Adopted April 17, 2024)

A RESOLUTION GRANTING PRELIMINARY/FINAL APPROVAL TO A MAJOR SUBDIVISION ENTITLED "NESTLE PURINA ALLENTOWN PA FACILITY NEW MUNICIPAL WATER SERVICE"

The undersigned, being the applicant of an application for preliminary/final approval for a land development proposing the construction of an approximately 4,400 linear foot water line within the right-of-way of Huckleberry Road from Wehr Mill Road to and onto 2050 Pope Road, as well as an associated 40,000 gallon water tank and 832 square foot mechanical building on 2050 Pope Road, in South Whitehall Township, Lehigh County, Pennsylvania, reflected on plans prepared by nestle Purina Engineering, entitled "Nestle Purina Allentown PA Facility New Municipal Water Service", dated March 22, 2023 and last revised January 9, 2024, 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 "Nestle Purina Allentown PA Facility New Municipal Water Service" 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: Nestle Purina PetCare
Witness	Applicant
Printed Name	Printed Name
Date:	
Date:	

APPLICANT ACCEPTANCE OF CONDITIONS

RESOLUTION NO. 2024-(Duly Adopted April 17, 2024)

A RESOLUTION GRANTING PRELIMINARY/FINAL APPROVAL TO A MAJOR SUBDIVISION ENTITLED "NESTLE PURINA ALLENTOWN PA FACILITY NEW MUNICIPAL WATER SERVICE"

The undersigned, being the applicant of an application for preliminary/final approval for a land development proposing the construction of an approximately 4,400 linear foot water line within the right-of-way of Huckleberry Road from Wehr Mill Road to and onto 2050 Pope Road, as well as an associated 40,000 gallon water tank and 832 square foot mechanical building on 2050 Pope Road, in South Whitehall Township, Lehigh County, Pennsylvania, reflected on plans prepared by nestle Purina Engineering, entitled "Nestle Purina Allentown PA Facility New Municipal Water Service", dated March 22, 2023 and last revised January 9, 2024, 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 "Nestle Purina Allentown PA Facility New Municipal Water Service" 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: Nestle Purina PetCare
Janne Lu	Ryon Hammonos
Witness	Applicant
Jeanne Lee	Rya Hammongs Printed Name
	Timed Paine
Date: 04/15/2024	Rya Hammonos Printed Name



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Administration

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS

SUBJECT: A Resolution of the Board of Commissioners of South Whitehall

Township, Lehigh County, Pennsylvania, Authorizing the Township Manager to Execute a Professional Services Contract with the

Pennsylvania Chiefs of Police Association for an Executive Search for

the Position of Chief of Police of the South Whitehall Township

Police Department.

SUGGESTED ACTION: • Motion to adopt said resolution authorizing the execution of a

professional services contract with the PA Chiefs of Police Association for

an executive search for position of Chief of Police for SWT-PD.

ATTACHMENTS:

Memorandum for Executive Search for Chief of Police.pdf Resolution- PA Chiefs Association Executive Search.pdf PA Chiefs- 1 Program Options.Assessment.Chief Search. PCPA 2023.pdf



MEMORANDUM FOR AGENDA ITEMS

To:	Board of Commissioners
FROM:	Tom Petrucci, Township Manager
DATE:	April 10, 2024
SUBJECT:	Approval of Resolution- Professional Services for Executive Search of Chief of Police- Pennsylvania Chiefs of Police Association
Сору То:	H. Bender; T. Fehnel

• Background Information:

With the resignation/retirement of former Chief of Police, Glen Dorney, the Township is seeking to utilize a firm to help assist Township management and the governing body to select the next Chief of Police by way of a competitive search process and independent evaluation.

The Pennsylvania Chiefs of Police Association has significant level of depth of experience in assisting municipalities with a number of specialty areas concerning law enforcement, including but not limited to police testing, accreditation, and hiring.

South Whitehall Township has obtained a proposal from the Pennsylvania Chiefs of Police Association; said proposal is enclosed for reference.

It is the recommendation of Township management to utilize Program #2 (Assessment Center) at a cost of nine-thousand dollars (\$9,000.00) should the governing body elect to proceed with utilizing the services of the Pennsylvania Chiefs of Police Association. Program #2 includes the following:

- 1- Structured Interview- the candidate is interviewed by the assessors on six (6) questions that are designed to determine the abilities of the candidate as a police administrator.
- 2- Analysis Presentation- the candidates are provided information regarding a relevant topic and are then required to present this information to our assessors.

• Action Requested:

Approval of the following Resolution:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH THE PENNSYLVANIA CHIEFS OF POLICE ASSOCIATION FOR AN EXECUTIVE

SEARCH FOR THE POSITION OF CHIEF OF POLICE OF THE SOUTH WHITEHALL TOWNSHIP POLICE DEPARTMENT

• <u>Budget Line Item(s) (if applicable)</u>: *Please indicate approved budget amount for specified project(s).*

General Fund- 01410002-40796- \$33,900.00 (\$4,500.00) General Fund- 01406002-40450- \$8,000.00 (\$4,500.00)

Enclosure(s) (as noted)

SOUTH WHITEHALL TOWNSHIP LEHIGH COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024-

(Duly Adopted April 17, 2024)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH THE PENNSYLVANIA CHIEFS OF POLICE ASSOCIATION FOR AN EXECUTIVE SEARCH FOR THE POSITION OF CHIEF OF POLICE OF THE SOUTH WHITEHALL TOWNSHIP POLICE DEPARTMENT

WHEREAS, the Board of Commissioners has determined it is necessary to engage a firm for comprehensive police executive search services for the position of Chief of Police of the South Whitehall Township Police Department.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania, does hereby approve the following:

- 1. All "Whereas" clauses are incorporated herein as though more fully set forth at length.
- 2. That the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania does hereby approve entering into a professional services contract with the Pennsylvania Chiefs of Police Association for an executive search for the position of Chief of Police of the South Whitehall Township Police Department. at a cost not to exceed nine-thousand dollars (\$9,000.00).
- 3. South Whitehall Township has obtained from the Pennsylvania Chiefs of Police Association a professional services proposal, which is attached hereto as Exhibit "A" and incorporated herein as though more fully set forth at length.
- 4. The Board of Commissioners approve of authorizing the scope of services of Program #2, as delineated in the proposal (Exhibit "A").
- 5. The Township Manager of the Township of South Whitehall is hereby authorized to execute any such agreements as determined to be necessary to effectuate the scope of services as delineated in the proposal (Exhibit "A").

DULY ADOPTED, this 17th day of April, 2024 by a majority of the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, execute this Resolution on behalf of the Board.

TOWNSHIP OF SOUTH WHITEHALL BOARD OF COMMISSIONERS

	Diane Kelly, President	
ATTEST:		
Tricia Dickert, Township Secretary		

EXHIBIT "A"



Pennsylvania Chiefs of Police Association 3905 North Front Street Harrisburg, PA 17110

Chief of Police Selection Process

11.01.23

Thank you for your interest in the employment services provided by the Pennsylvania Chiefs of Police Association. Our organization has a vested interest in locating not only the best qualified candidates for your municipality, but a leader who is a good fit for your community. We believe that our processes will be successful in assisting you with your employment goals.

Prior to the actual testing, we would:

- ➤ Meet/Zoom with the municipality/board to determine what attributes are important for their police leader
- Advertise the position on our web site; currently viewed by over 14,000 persons per month. We have the "go to" location for those looking for employment in this field. In addition, we email the job posting to 5,000+ persons who have signed up for this service
- ➤ Receive and rank the resumes that are sent from the candidates. Provide the municipality with all resumes. We then meet with the municipality and compare our selections with the municipality's selections to determine who will be interviewed.
- ➤ We provide all correspondence/interaction with the candidates through the entirety of the process

The Pennsylvania Chiefs of Police Association offers three (3) different levels of testing for the Executive or Chief of Police search.

<u>Program #1</u> – Structured Interview- COST \$6,000. We provide the candidate with twelve (12) questions with multiple sub questions. Each question is based on traits or qualities that are required for the successful police chief in 2023. This is the most in-demand program that we offer to municipalities throughout the State as it matches effectiveness with cost containment.

<u>Program #2</u> – Assessment Center- COST \$9,000. This option offers both types of testing that we offer and is our Assessment Center Process. This includes:

- 1- <u>Structured Interview</u>- the candidate is interviewed by the assessors on (6) questions that are designed to determine the abilities of the candidate as a police administrator.
- 2- <u>Analysis Presentation</u>- the candidates are provided information regarding a relevant topic and are then required to present this information to our assessors.

<u>Program #3</u> – Non-Competitive Interview Process- COST \$2,600. This program is identical to Program #1 but is intended for agencies who only want one person to be interviewed; normally from within the department. This decreases the interview process time and reduces the cost of advertising and accepting/reviewing resumes from outside candidates. Circumstances where more than one internal candidate is involved can be priced on an individual basis.

After the exam is complete, we would then:

- ➤ Provide the municipality with a ranked listing of test scores for each candidate. In addition, there is a listing of seven benchmarks that would show key abilities and strengths of each candidate.
- Arrange for 2-4 of the best candidates to return independently and meet with the Municipality in a less formal setting; helping the Board to determine who is the best fit for their community. A member of the PCPA is present for these meetings to assist the municipality in making their final determination. A sampling of 20+ questions are provided to the municipality to assist with their interview process.

In addition to these listed services, once a candidate is chosen, we are available for any and all questions that may arise. These topics include the background review and negotiation process for the candidate. Additional costs exceeding what is listed for each program include, mileage, meals and lodging of the assessors if applicable. Upon request, I can provide an estimate for these costs.

I am available for a call, to meet or to ZOOM with officials to answer any additional questions. If at some point you decide on a particular program, a formal agreement is provided to you and includes all deliverables listed. We will provide an approximate but detailed time-line for this process upon request. Assume that most processes take an estimated 3-4 months to complete. An invoice is provided to the municipality only after a police chief selection is made.

As a point of reference, the following is a recent list of communities where we have conducted an Executive Search for the position of Chief of Police:

West Chester Borough
West Reading Borough
City of Greensburg – Westmoreland
Ephrata Borough
Jefferson Hills Borough - Allegheny

Manor Twp. - Lancaster Plumstead Twp. – Bucks West Earl Twp. – Lancaster West Hempfield Twp. – Lancaster Latrobe Borough Penbrook Borough Valley Twp. – Chester Camp Hill Borough Mifflinburg Borough West Goshen Twp. – Chester Selinsgrove Borough Salisbury Twp. – Lehigh East Fallowfield Twp. – Chester Wyoming Regional – Luzerne Bloomsburg Borough Susquehanna Regional – Lancaster Eastern Regional Mon Valley – Allegheny Solebury Township - Bucks

I would be happy to answer any additional questions that you may have regarding this very important employment decision.

Gregory M. Bean Consulting Services Coordinator 717.236.1059 x 107 gbean@pachiefs.org



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Police

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS

SUBJECT: Proceed to 9-A, followed by 8-I. A Resolution Extending a

Conditional Offer of Employment for Entry-Level Position of Patrol Officer in the Township's Police Department to Applicant #76055, Conditioned Upon the Individual Satisfactorily Completing the

Background Investigation, Polygraph Examination, Medical

Examination, and Psychological Examination to Confirm their Fitness

for Duty.

SUGGESTED ACTION: • Motion to adopt resolution extending a conditional offer of employment

to Applicant #76055.

ATTACHMENTS:

2024.04.12 -IOM-ICSB, re-Conditional Offer of Employment for Entry Level Patrol Officer.pdf 2024.04.17 BOC - Resolution 2024-__ - Extending Conditional Offer of Employment to Entry Level of Patrol Officer (76055).pdf



MEMORANDUM FOR AGENDA ITEMS

То:	Board of Commissioners
FROM:	Interim Chief Steve Brown
DATE:	12 April 2024
SUBJECT:	Conditional Offer of Employment for Entry Level Patrol Officer
Сору То:	Tom Petrucci, Township Manager

Background Information and/or Justification of Expense:

The Police Department is in the hiring process for vacant entry-level patrol officer positions via Civil Service guidelines and need the Board of Commissioners to extend conditional offer of employment to the next eligible candidates on the civil service list.

• Action Requested:

We are requesting the Board of Commissioners to extend a conditional offer of employment for entry-level patrol officer in the South Whitehall Township Police Department to applicant 76055, conditioned upon the individuals satisfactorily completing the background investigation, polygraph examination, medical examination, and psychological examination to confirm their fitness for duty.

• Budget Line Item (if applicable): Please indicate approved budget amount for specified project(s). 01-41-410-4102-000-000-01-40112 Patrol Wages

BOARD OF COMMISIONERS OF SOUTH WHITEHALL TOWNSHIP LEHIGH COUNTY, PENNSYLVANIA

Resolution 2024-__ (Duly Adopted April 17, 2024)

A RESOLUTION EXTENDING A CONDITIONAL OFFER OF EMPLOYMENT FOR ENTRY-LEVEL POSITION OF PATROL OFFICER IN THE TOWNSHIP'S POLICE DEPARTMENT TO APPLICANT: #76055, CONDITIONED UPON THE INDIVIDUAL SATISFACTORILY COMPLETING THE BACKGROUND INVESTIGATION, POLYGRAPH EXAMINATION, MEDICAL EXAMINATION, AND PSYCHOLOGICAL EXAMINATION TO CONFIRM THEIR FITNESS FOR DUTY

WHEREAS, South Whitehall Township ("Township") is subject to the Civil Service provisions of the First Class Township Code 53 PA. STAT. ANN. § 56101 *et seq.* with respect to its Police Department since there are more than two full-time members in the department; and

WHEREAS, The Board of Commissioners ("Board") of the Township has appointed a Civil Service Commission ("Commission") in accordance with the Code, and the Commission and the Board have adopted rules and regulations ("Rules") pursuant to Code § 630, 53 PA. STAT. ANN. § 55630; and

WHEREAS, pursuant to the Rules, the Commission has conducted examinations for the entry-level position of Patrol Officer in the Township's Police Department, has established an Eligibility List for that position, and has certified individuals to the Board for appointment to that position, including Applicant: **#76055**.

WHEREAS, based solely on the merits and fitness of the applicants certified by the Commission to the Board, and considering the veterans' preference to which these individuals are entitled, the Board desires to extend a conditional offer of employment to Applicant: **#76055** for the entry-level position of Patrol Officer in the Township's Police Department.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of South Whitehall Township that Applicant: **#76055** is hereby appointed to the entry-level position of Patrol Officer in the Township's Police Department, conditioned upon candidate successfully completing a Background Investigation, Polygraph Examination, Medical Examination, and Psychological Examination, which will confirm that they can perform the essential duties of the Patrol Officer position, with or without reasonable accommodation, in accordance with the procedures set forth in Section 5.4 of the Rules. Once employment commences, candidate shall be subject to an initial one (1) year probationary period pursuant to Section 5.5 of the Commission's Civil Service Rules.

DULY RESOLVED by the Board of Commiss County, Pennsylvania, the 17 th day of April 2024 , in	sioners of South Whitehall Township, Lehigh lawful session duly assembled.
	SOUTH WHITEHALL TOWNSHIP BOARD OF COMMISSIONERS
ATTEST:	Diane Kelly, President

Tricia Dickert, Twp. Secretary



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Police

ITEM TYPE: Motion

AGENDA SECTION: MOTIONS

SUBJECT: Motion to Proceed with Adoption of the Civil Service Promotional

List for Entry-Level Position of Patrol Officer in the South Whitehall

Township Police Department.

SUGGESTED ACTION:

ATTACHMENTS:

2024.04.10 - IOM-ICSB, re-Adoption of CS List for Entry-Level Patrol Officer - P1.pdf



MEMORANDUM FOR AGENDA ITEMS

То:	Board of Commissioners
FROM:	Interim Chief Steve Brown
DATE:	10 April 2024
SUBJECT:	Adoption of Civil Service List for Entry-Level Patrol Officer
Сору То:	Tom Petrucci, Township Manager

• Background Information and/or Justification of Expense:

The Police Department has conducted civil service testing for entry-level patrol officer through the Lehigh County Chief's of Police Association Consortium Test. All aspects of the testing process have been completed, to include the physical agility assessment, written examination, and oral interview examination. The Civil Service Commission certified the eligibility list on Wednesday April 10, 2024. There were no expenses associated with this testing process.

Action Requested:

We are requesting the Board of Commissioners make a motion to adopt the newly certified Civil Service List for Entry-Level Patrol Officer.

• Budget Line Item (if applicable): Please indicate approved budget amount for specified project(s). 01-41-410-4102-000-000-01-40112 Patrol Wages



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Police

ITEM TYPE: Motion

AGENDA SECTION: MOTIONS

SUBJECT: Motion to Proceed with Capital Purchase (Vehicle Replacements) for

South Whitehall Township Police Department.

SUGGESTED ACTION: • Motion to approve the purchase of the 3 Chevrolet Tahoe's from

Whitmoyer Auto Group.

ATTACHMENTS:

2024.04.10 - IOM-ICSB, - Purchase of Vehicles Complete.pdf



MEMORANDUM FOR AGENDA ITEMS

То:	Board of Commissioners
FROM:	Interim Chief Steve Brown
DATE:	10 April 2024
SUBJECT:	Purchase of Police Vehicles
Сору То:	Tom Petrucci, Township Manager

Background Information and/or Justification of Expense:

The Police Department is in the process of fleet upgrades and are requesting authorization to purchase three (3) new patrol vehicles in accordance with our current fleet plan. All three (3) will be used to replace current front line patrol vehicles. These current vehicles will still stay in the fleet and be re-assigned as to the Community Relations Section for a School Resource Officer, as well as two being later upfitted to replace canine officer vehicles. This is necessary due to aging fleet vehicles that need to be replaced and taken out of service due to excessive mileage and safety concerns. Three vehicles will be decommissioned.

Furthermore, a growing minority of our officers are significantly over six (6) feet tall. We found that the size of the cockpit in some vehicles not only inhabits a comfortable working environment, as officers are often on patrol for most of their 12-hours shift, but it also hinders their ability to maneuver while driving in both non-emergency and emergency conditions. Since 2020, we have installed half seat prisoner compartments to give the driver more leg room. Unfortunately, it has been discovered that vehicles are not high enough inside the cockpit. This brings up issues with not only operating the vehicles but being able to enter and exit effectively.

We also have increased the amount of equipment inside the vehicles, making even less room for storage. Officers carry patrol bags and other necessary equipment to be able to efficiently and effectively do their jobs. The smaller cockpits have been filled with computers, mounts, mobile radios, speed timing devices, as well as printers. This leaves even less room for average size officers as well. Officers can be tasked to reach for equipment, such as radio microphones and controls for the emergency visual and audio signals, on a frequent basis so having these items regularly available is important. Having more trunk space would allow for organization of the equipment inside, leaving less of it to be stored in the interior space of the vehicle.

The Michigan State Police conducts testing and evaluations on police package vehicles annually for the current year's models. These vehicle models are broken down by several factors below. The fully completed study is attached.

Make	Model	Front Interior Volume	Trunk Volume		Miles Gallon Com	Quote 1	Quote 2	Quote 3
Chevrolet	4WD Tahoe	64.1 cu.ft.	70.3 Cu.ft. ge 12	14	16	\$54,153.00 Chapman	\$53,779.00 Bonner	\$53,000 Witmoyer
Ford	Interceptor 3.3L AWD Eco-Boost	59.7 cu. Ft. *Pag	52 cu. Ft. ge 24	17	19	\$54,840.00 L.B. Smith	\$52,915.50 Chapman	\$52,196.39 Miracle
Dodge	Durango 3.6L AWD	54.4 cu. Ft. *Pag	43.3 cu. Ft. ge 22	TBD	TBD	N/A	N/A	N/A
	ained above i e Evaluation.	s excerpte	d from the	Michi	gan			

There has also been a growing concern with the maintenance records for our current fleet as depicted below. These records show the regularity of issues with our vehicles. While the work is covered under warranty, the vehicles are scheduled by the garage so that only one or two are out of service at intervals because of the time that it takes for repairs. This affects the operational function of the patrol section and our established fleet plan. Officers assigned to the out of service vehicle will be assigned a different vehicle, adding to the mileage and possible maintenance costs.

		South White	ehall Township (Lehigh County, Com	monwealth of Pen	nsylvania)		
	C	urrent Mechanical	Issues with Ford Police Interceptor® Utility	from October 15, 2023	3 to March 26, 2024		
				n n .			
Unit #	Year	Odometer Miles	Description of Mechanical Issue(s)	Date Sent to Dealer for Service	In-Service Date	Cost (\$)	Notes
303	2020	51,013	Multiple Misfires in the Engine	10/24/2023	10/24/2023	\$47.40	riotes
308*	2020	51,000	Traction/All-Wheel Drive Issue	10/24/2023	10/27/2023	Warranty	
304	2020	51,000	Water Pump; Traction/All-Wheel Drive Issue	10/30/2023	11/10/2023	Warranty	
305*	2021	30,000	Left Front CV Joint Bad/Left Front Axle Seal	11/3/2023	11/6/2023	Warranty	
332	2014	60,000	Catalytic Converter	10/25/2023	11/3/2023	Warranty	
310	2021	24,000	Axle Seals	11/14/2023	11/20/2023	Warranty	
210		21,000	Warning Lights on Dashboard:Went into Limp		11,20,2025	· · · · · · · · · · · · · · · · · · ·	
353	2020	14,000	Mode	12/5/2023	12/14/2023	Warranty	
306	2020	41,000	Check Engine Light Flashing	10/29/2023	11/14/2023	Warranty	
302	2021	17,000	Axle Seal Leak/Water Pump	3/26/2024		Warranty	At the dealer.
308*	2020	51,500	Engine Misfire	11/20/2023	1/17/2024	Warranty	
305*	2021	37,800	All-Wheel Drive Issue	12/5/2023	1/23/2024	\$58.98	
304	2020	52,400	Engine Misfire	12/5/2023	12/14/2023	Warranty	
306	2020	43,000	Engine Misfire	12/14/2023	12/15/2023	Warranty	
307	2022	19,722	Check Engine Light	1/23/2024	1/29/2024	Warranty	
332	2014	61,000	Catalytic Coverter	1/30/2024	2/5/2024	Warranty	
321	2019	63,500	Engine issues	2/7/2024	2/29/2024	Warranty	
303	2020	55,000	AWD light	2/29/2024	3/4/2024	Warranty	
351	2020	25,000	AWD light	2/26/2024	2/29/2024	Warranty	
352	2020	17,000	Bad starter/Generator	3/4/2024	3/7/2024	Warranty	
305	2021	39,000	R/F CV boot leaking	3/4/2024	3/7/2024	Warranty	Going to dealer.
NOTE- These identifed vehicles (highlighted							
rellow, orange and green) have gone back to							
the dealer for multiple issues.							

We have done our due diligence with obtaining quotes for vehicles. We requested and received a quote from three (3) dealerships for a 2024 Chevrolet Tahoe PPV (CK10706) and a 2025 Ford Interceptor EcoBoost (K8A) that provided COSTARS pricing. Given the issues displayed above, we received quotes for the Ford Interceptor 3.0L EcoBoost AWD, as it is a different model than the ones we have in our current fleet. Also note, Ford does not have anymore 2024 models available. The quotes obtained would be for the 2025 model that will not be deliverable until that year. Quotes for the Dodge Durango were not obtained because the order banks have closed and their interior dimensions were the smallest. Another option for a larger interior was the Ford Expedition, however, no pursuit rated models were produced in 2024.

Pursuit models are specifically designed for the rigors of patrol work and last longer than non-pursuit models.

The lowest vehicle COSTARS price for a marked 2024 Chevrolet Tahoe AWD was \$53,000 with an upfitting cost of \$23,093.57 for a total cost of \$76,093.57 each. The overall total for the 3 vehicles is \$228,280.71. This price falls within the budgeted amount and still will allow for the canine vehicles to be uplifted later this year. Additionally, the three vehicles being decommissioned will tentatively be sold at auction.

Action Requested:

We are requesting the Board of Commissioners approve the purchase of the 3 Chevrolet Tahoe's from Whitmoyer Auto Group. The vehicles were budgeted for in the 2024 budget.

• <u>Budget Line Item (if applicable)</u>: Please indicate approved budget amount for specified project(s). 01-30-41-410-0000-000-000-000-03-40720 Police Capital Expenses – Vehicles: \$275,000.00

• Attachments:

Attachment A: SWTPD Fleet Plan

Attachment B: MY2024 Police Vehicle Evaluation Test Book

Attachment C: SWT's Current Mechanical Issues with Ford Police Interceptor

Attachment D: Chapman Auto Group Fleet & Government Sales – 2024 Chevrolet Tahoe PPV (CK10706)

COSTARS Quote

Attachment E: Bonner Chevrolet – 2024 Chevrolet Tahoe PPV (CK10706) COSTARS Quote

Attachment F: Whitmoyer Auto Group – 2024 Chevrolet Tahoe PPV (CK10706) COSTARS Quote

Attachment G: L.B. Smith Ford Lincoln - 2025 Ford Interceptor EcoBoost (K8A) COSTARS Quote

Attachment H: Miracle Ford – 2025 Ford Inceptor EcoBoost (K8A) COSTARS Quote

Attachment I: Chapman Ford of Horsham – 2025 Ford Inceptor EcoBoost (K8A) Quote

Attachment J: KML Transport, LLC – Quote for upfitting 2024 Chevrolet Tahoe

Attachment K: KML Transport, LLC – Quote for upfitting 2025 Ford Interceptor

Attachment A

2023 New Vehicles

308 2023 Chevy Tahoe

311 2023 Ford Interceptor SUV

313 2023 Ford Interceptor SUV (Unmarked)

323 2023 Chevy Tahoe (Supervisor)

Old to SRO as 343

Old to Municibid

Old to CID as 334

2024 New Vehicles

305 2024 Chevy Tahoe

306 2024 Chevy Tahoe

322 2024 Chevy Tahoe

Old to Canine Team 309

Old to Canine Team 319

Old to SRO

2025 New Vehicles

350 2025 Chevy Tahoe

351 2025 Chevy Tahoe

353 2025 Chevy Tahoe

2026 New Vehicles

303 2026 Chevy Tahoe

304 2026 Chevy Tahoe

354 2026 Chevy Tahoe

2027 New Vehicles

302 2027 Chevy Tahoe

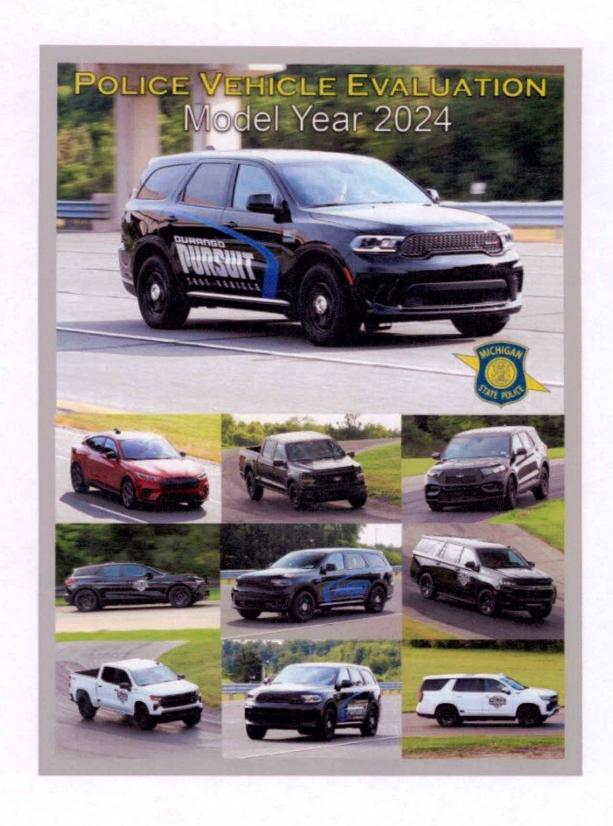
310 2027 Chevy Tahoe

320 2027 Chevy Tahoe

2028 New Vehicles

307 2028 Chevy Tahoe

312 2028 Chevy Tahoe



STATE OF MICHIGAN

Department of State Police and Department of Technology, Management and Budget

2024 Model Year
Police Vehicle Evaluation Program

Published by:

Michigan State Police Precision Driving Unit October 2023

TABLE OF CONTENTS

Preface	3
General Information	4
Evaluation Information	5
Acknowledgements	6
Test Equipment	7
Police Package Vehicle Descriptions	
Police Package Vehicle Photographs & Descriptions	8-32
Vehicle Dynamics Testing	
Vehicle Dynamics Testing Objective & Methodology	33
Test Facility Diagram	33
Vehicle Dynamics Testing Schedule	34
Vehicle Dynamics Test Data	35-37
Vehicle Dynamics Test Comparison Chart	38
Acceleration and Top Speed Testing	
Acceleration and Top Speed Testing Objective & Methodology	40
Test Facility Diagram	41
Acceleration and Top Speed Data	42-47
Summary of Acceleration and Top Speed	48-50
Acceleration and Top Speed Test Data Comparison Chart	51-54
Brake Testing	
Brake Testing Objective & Methodology	56
Brake Testing Data	57-68
Brake Testing Data Comparison Chart	69
Ergonomics and Communications Evaluation	
Ergonomics and Communications Evaluation Objectives & Methodology	70
Ergonomics and Communications Evaluation Test Data	71
Fuel Economy	
Test Data Comparison Chart	72

PREFACE

The Michigan State Police Vehicle Test Team is pleased to announce the results of the 2024 Model Year Police Vehicle Evaluation. This year we tested twelve patrol vehicles. We appreciate your continued support and encouragement. The vehicles evaluated this year included the following:

POLICE VEHICLES

Chevrolet Tahoe 5.3L RWD

Chevrolet Tahoe 5.3L 4WD

Chevrolet Silverado Z7X 4WD

Chevrolet Silverado Z71 4WD

Chevrolet Blazer EV AWD

Dodge Durango 5.7L AWD

Dodge Durango 3.6L AWD

Ford Police Interceptor Utility 3.0L EcoBoost AWD

Ford Police Interceptor Utility Hybrid AWD

Ford Police Interceptor Utility 3.3L AWD

Ford F150 Police Responder 3.5L EcoBoost

Ford Mustang Mach-E AWD



GENERAL INFORMATION

All patrol vehicles were tested with a clean roof (no overhead light or light bar) and without "A" pillar mount spotlights. We believe this is the best way to ensure all the vehicles are tested on an equal basis. Remember that once overhead lights, spotlights, radio antennas, sirens, and other emergency equipment are installed, overall performance may be somewhat lower than we report.

Each vehicle was tested with the tires that are available as original equipment on the production model. Specific tire information for each vehicle is available in the Vehicle Description portion of this report. All vehicles listed in this report were equipped with electronic speed limiters unless otherwise noted.

The manufacturers could submit a one-half page highlight of their vehicle. These highlights will be included with the vehicle description and photograph. This information is direct from the manufacturer and is not an opinion or endorsement from the Michigan State Police. It is only an attempt to give the consumer the most information about the vehicle.

Chelsea Proving Grounds - Acceleration, Top Speed, & Braking Tests

Acceleration and Top Speed tests were performed at the Chelsea Proving Grounds. This 4.7-mile 140 mph neutral steer banked oval provides ample space to obtain accurate test results in these areas.

The Brake test is also performed at the Chelsea Proving Grounds, utilizing lanes one and two of the straightaway on the eastside of the oval.

We would like to thank Mr. Tom Czapski for the assistance we received from the staff at the Chelsea Proving Grounds.

Grattan Raceway - Vehicle Dynamics Test

Vehicle Dynamics testing was performed at the Grattan Raceway. This two-mile road course provides a realistic environment to test vehicles in dynamics and continues to produce comprehensive results regarding durability and performance.

We appreciate the support we received from General Motors, Stellantis and Ford Motor Company during testing.

Vehicle Testing History, Pursuit Ratings, and Purchasing Specifications

The Michigan State Police (MSP) began testing patrol cars in the 1950s. At that time, quotations were requested from manufacturers and only the vehicle with the lowest quotation was tested to see if it met our purchasing requirements. Years later, the quotations received from manufacturers were only four dollars apart. At that point, the MSP decided to test all vehicles to select the best vehicle. The equipment used to measure speed and distance has evolved from tape measure to global positioning systems, providing more accurate measurements, making the MSP vehicle testing an internationally recognized resource for law enforcement agencies.

The term pursuit rated vehicle has recently been called into question as no one fully understands what this term represents. The term pursuit capable is more appropriate as there is no sanctioning body, or specific performance criteria, to determine if the vehicle meets a specialized designation. Each vehicle has been modified from a civilian vehicle to perform better under the rigors of police use. These vehicles are engineered to repetitively stop in a shorter distance, accelerate faster, and handle better than the base platform. Modifications to engines, cooling systems, transmissions and shifting parameters, brakes, tires, stability control programming, and other changes may all be included as part of the manufacturers police package.

The manufacturers provide upcoming model year vehicles to both the MSP and Los Angeles County Sheriff's Department to be tested for suitability in their respective operations. Historically, successful results at both test sites have validated the manufacturers' engineering efforts in building a car capable of handling the stress associated with police pursuits. Neither the MSP, nor the Los Angeles County Sheriff's Department, has the authority or credentials to award the term pursuit rated to any vehicle.

The MSP has performance criteria attached to its purchasing specifications. The criteria historically have been that a vehicle must accelerate from 0-60 mph in 9.0 seconds, 9.0 mph in 9.0 mph

We recommend you review the information contained in this report and then apply it to the needs of your agency. This report is not an endorsement of products, but a means of learning what is available for your officers so they can do their job effectively and safely. If anything in this report requires further explanation or clarification, please call, or write.

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ACKNOWLEDGEMENTS

We would like to thank the following contributors. We are grateful for their support and encouragement toward our goal: a safe, successful testing program that benefits the law enforcement community nationwide and beyond.

Col. Joe Gasper, Director, Michigan Department of State Police

Lt. Col. Dale Hinz, Senior Deputy Director, Field Operations Bureau

Lt. Col. Chris Kelenske, Senior Deputy Director, Field Support Bureau

Lt. Col. Michael Krumm, Senior Deputy Director, Professional Development Bureau

Maj. Joseph Brodeur, Senior Management Executive, Field Operations Bureau

Maj. Ryan Pennell, Senior Management Executive, Field Operations Bureau

Maj. Beth Clark, Senior Management Executive, Field Support Bureau

Dr. Juli Liebler, Senior Management Executive, Professional Development Bureau

Capt. James Grady, Commander, Training Division

Personnel from the Michigan Department of Technology, Management and Budget Vehicle and Travel Services.

Mr. Tom Czapski and personnel from Chelsea Proving Grounds

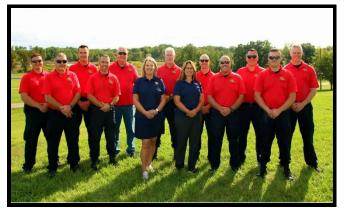
Mr. Sam Faasen and personnel from Grattan Raceway Park

Photographs by Ms. Danielle Campbell and Ms. Kim Dowling, Michigan State Police, and Ret. Tpr. Daniel Obarski, Blue Diamond Photography.

Vehicle Evaluation book prepared by Ms. Jill McKerr, Michigan State Police, Precision Driving Unit.

The Michigan State Police Precision Driving Unit would like to extend a very special thank you to Chevrolet, Dodge, and Ford Motor Company for their hard work in building and preparing the test vehicles. We are grateful for your dedication to law enforcement. Law enforcement officers rely on these vehicles to perform a vast array of duties.

Finally, thank you to all in the United States and Canada who represent law enforcement and purchasing agencies for your constant encouragement and support. We are proud to contribute to the law enforcement community.



Michigan State Police Vehicle Test Team

Back Row: Tpr. Mike McCuaig, Tpr. Jeff Mercer, Ret. Lt. David "Doc" Holiday, Ret. Lt. Mike McCarthy, Sgt. Ryan Davis, Lt. Nick Darlington, Sgt. Kelly Linebaugh

Front Row: Sgt. Pat Agema, Tpr. Mark Fisher, Ms. Jill McKerr, Ms. Kim Szczepaniak, Sgt. John Looney, Sgt. Casey Omiljan

TEST EQUIPMENT

The following test equipment is utilized during the Vehicle Acceleration, Top Speed, Braking, and Dynamics portions of the evaluation program.

Racelogic USA 27240 Haggerty Rd. Suite E17, Farmington Hills, MI 48331

• VBox 3i Data Collection System

AMB i.t. US-INC 1631 Phoenix Blvd. Suite 11, College Park, GA 30349

- Orbits 5.2 Extended Loop Decoder
- AMB TranX260 Transponders

Stilo Helmets USA 9A Electronics Ave., Danvers, MA 01923

• Test Driver Helmet- ST5 GT Carbon Fiber

Simpson Race Products 328 FM 306, New Braunfels, TX 78130

• Hybrid S Head and Neck Restraint

Motorola Solutions 1303 East Algonquin Road, Schaumburg, IL 60196

Mag One BPR 40 Two-Way Radio



VEHICLE DESCRIPTIONS AND PHOTOGRAPHS

Chevrolet Tahoe 5.3L RWD







MAKE & MODEL	2024 2WD Chevrolet Police Tahoe
SALES CODE	9C1
	POWERTRAIN INFORMATION
CUBIC INCHES	325
LITERS	5.3
DRIVE SYSTEM	Rear Wheel Drive
HORSEPOWER	355 HP
TORQUE	383 ft./lbs.
ALTERNATOR	250 AMP
BATTERY	900/760 CCA
TRANSMISSION	10 Speed
AXLE RATIO	3.23
TURNING RADIUS	19.5 ft.
TIRE SIZE, LOAD & SPEED RATING	275/55 R-20
GROUND CLEARANCE, MINIMUM	7.1 inches
BRAKE SYSTEM	eBoost ABS disc/disc
FUEL CAPACITY	24 Gallons/90.85 Liters
MANUFACTURER LIMITED	420 mmh
TOP SPEED	130 mph
	GENERAL MEASUREMENTS
WHEELBASE	120.9 inches
LENGTH	210.7 inches
CURB WEIGHT	5717 lbs.
HEIGHT	75.8 inches
	INTERIOR VOLUME
FRONT	64.1 cu. ft.
REAR	59.2 cu. ft.
COMBINED	123.2 cu. ft.
TRUNK	70.3 cu. ft.
MAXIMUM PAYLOAD CAPACITY	1600 lbs.
(INCLUDING PASSENGERS)	1000 103.
	EPA MILEAGE EST. (MPG)
CITY	15
HIGHWAY	19
COMBINED	16

The MY24 police Tahoe 2WD and 4WD is completely carry over content from the MY23 vehicle.

Chevrolet Tahoe 5.3L 4WD







MAKE & MODEL	2024 4WD Chevrolet Police Tahoe
SALES CODE	9C1
	POWERTRAIN INFORMATION
CUBIC INCHES	325
LITERS	5.3
DRIVE SYSTEM	Four Wheel Drive
HORSEPOWER	355 HP
TORQUE	383 ft./lbs.
ALTERNATOR	250 AMP
BATTERY	900/760 CCA
TRANSMISSION	10 Speed
AXLE RATIO	3.23
TURNING RADIUS	19.5 ft.
TIRE SIZE, LOAD & SPEED RATING	275/55 R-20
GROUND CLEARANCE, MINIMUM	7.1 inches
BRAKE SYSTEM	eBoost ABS disc/disc
FUEL CAPACITY	24 Gallons/90.85 Liters
MANUFACTURER LIMITED	124 mph
TOP SPEED	124 mph
	GENERAL MEASUREMENTS
WHEELBASE	120.9 inches
LENGTH	210.7 inches
CURB WEIGHT	5730 lbs.
HEIGHT	75.9 inches
	INTERIOR VOLUME
FRONT	64.1 cu. ft.
REAR	59.2 cu. ft.
COMBINED	123.2 cu. ft.
TRUNK	70.3 cu. ft.
MAXIMUM PAYLOAD CAPACITY	1600 lbs.
(INCLUDING PASSENGERS)	
	EPA MILEAGE EST. (MPG)
CITY	14
HIGHWAY	18
COMBINED	16

The MY24 police Tahoe 2WD and 4WD is completely carry over content from the MY23 vehicle.

Chevrolet Silverado Z7X 4WD







MAKE & MODEL	2024 4WD Chevrolet Police Silverado Z7X (2" Lifted Chassis)
SALES CODE	9C1
0.1220 002 2	POWERTRAIN INFORMATION
CUBIC INCHES	325
LITERS	5.3
DRIVE SYSTEM	Four Wheel Drive
HORSEPOWER	355 HP
TORQUE	383 ft./lbs.
ALTERNATOR	220 AMP
BATTERY	730 CCA AGM
TRANSMISSION	10 Speed column shift and 2 speed transfer case with Auto mode
AXLE RATIO	3.23 with standard Traction Lock
TURNING RADIUS	23.2 ft.
TIRE SIZE, LOAD & SPEED RATING	P275/60 R-20 AT, S Speed Rating
GROUND CLEARANCE, MINIMUM	11.4 inches
BRAKE SYSTEM	eBoost ABS disc/disc
FUEL CAPACITY	24 Gallons/90.85 Liters
MANUFACTURER LIMITED	110 mph
TOP SPEED	112 mph
	GENERAL MEASUREMENTS
WHEELBASE	147.4 inches
LENGTH	231.7 inches
CURB WEIGHT	5010 lbs.
HEIGHT	77.6 inches
	INTERIOR VOLUME
FRONT	64.2 cu. ft.
REAR	65.6 cu. ft.
COMBINED	129.8 cu. ft.
TRUNK	62.9 cu. ft.
MAXIMUM PAYLOAD CAPACITY	1850 lbs.
(INCLUDING PASSENGERS)	
	EPA MILEAGE EST. (MPG)
CITY	14
HIGHWAY	17
COMBINED	15

The MY24 police Silverado 4WD has the following new enhancements.

• Standard Z71 suspension with optional Z7X 2-inch chassis lift

Chevrolet Silverado Z71 4WD







MAKE & MODEL	2024 4WD Chevrolet Police Silverado Z71
SALES CODE	9C1
0.1220 002 2	POWERTRAIN INFORMATION
CUBIC INCHES	325
LITERS	5.3
DRIVE SYSTEM	Four Wheel Drive
HORSEPOWER	355 HP
TORQUE	383 ft./lbs.
ALTERNATOR	220 AMP
BATTERY	730 CCA AGM
TRANSMISSION	10 Speed column shift and 2 speed transfer case with Auto mode
AXLE RATIO	3.23 with standard Traction Lock
TURNING RADIUS	23.2 ft.
TIRE SIZE, LOAD & SPEED RATING	P275/60 R-20 AT, S Speed Rating
GROUND CLEARANCE, MINIMUM	9.2 inches
BRAKE SYSTEM	eBoost ABS disc/disc
FUEL CAPACITY	24 Gallons/90.85 Liters
MANUFACTURER LIMITED	110 mph
TOP SPEED	112 mph
	GENERAL MEASUREMENTS
WHEELBASE	147.4 inches
LENGTH	231.7 inches
CURB WEIGHT	5010 lbs.
HEIGHT	75.5 inches
	INTERIOR VOLUME
FRONT	64.2 cu. ft.
REAR	65.6 cu. ft.
COMBINED	129.8 cu. ft.
TRUNK	62.9 cu. ft.
MAXIMUM PAYLOAD CAPACITY	1850 lbs.
(INCLUDING PASSENGERS)	
	EPA MILEAGE EST. (MPG)
CITY	14
HIGHWAY	17
COMBINED	15

The police Silverado 4WD has the following new enhancements.

Standard trailer hitch

Chevrolet Blazer EV AWD







MAKE & MODEL	2024 AWD Chevrolet Police Blazer EV
SALES CODE	9C1
OALLO GODE	POWERTRAIN INFORMATION
CUBIC INCHES	N/A
LITERS	N/A
DRIVE SYSTEM	All Wheel Drive
HORSEPOWER	498 HP
TORQUE	571 ft./lbs.
ALTERNATOR	N/A AMP
BATTERY	520 CCA
TRANSMISSION	N/A
AXLE RATIO	N/A
TURNING RADIUS	39.7 ft.
TIRE SIZE, LOAD & SPEED RATING	265/55 R-20
GROUND CLEARANCE, MINIMUM	7.49 inches
BRAKE SYSTEM	eBoost ABS disc/disc
FUEL CAPACITY	105kwh Battery
MANUFACTURER LIMITED TOP	400 MPH
SPEED	130 MPH
	GENERAL MEASUREMENTS
WHEELBASE	121.8 inches
LENGTH	192.62 inches
CURB WEIGHT	5870 lbs.
HEIGHT	64.78 inches
	INTERIOR VOLUME
FRONT	58 cu. ft.
REAR	25.7 cu. ft.
COMBINED	83.7 cu. ft.
TRUNK	25.7 cu. ft.
MAXIMUM PAYLOAD CAPACITY	904 lbs.
(INCLUDING PASSENGERS)	
	EPA MILEAGE EST. (MPG)
CITY	EPA FE Labels not yet available
HIGHWAY COMBINED	

The MY24 police Blazer EV AWD has the following Ultium Performance All Wheel Drive

- 2-Motor Permanent Magnetic Drive with ETRS
- Firestone Firehawk Pursuit 20" tires and steel wheels.

 Specific suspension tuning with unique monotube dampers, coil springs and stabilizer bars.
- Lower ride height compared to civilian model.
- Heavy-duty braking system with large front Brembo six-piston aluminum mono-block calipers on 15-inch rotors with heavy duty semi metallic brake linings. 6000 lb towing rating.

- Certified Digital speedometer. Exterior design with a high approach angle front fascia and front/rear skidplates.
- Police front row seats with comfort enhancements.
- Standard wire harness has 31 wire circuits to the cockpit, 56 wire circuits to the cargo area and 25 shared circuits to connect aftermarket equipment without removing major panels or components to reduce time and complexity of upfitting.
- Repurpose the LH steering wheel-mounted buttons using the blunt-cut wires to perform initiating a Code 3 with lights and sirens or activating a department 2-way radio microphone.

 Auxiliary power module operates upfit equipment.

- Available Rear Camera Mirror Keyless entry and push-to-start ignition
- Optional OnStar
- Available LED spot lamp
 Available opened liftgate red/blue LED lighting
- Available strobe lighting
 The 2024 Blazer EV Police Pursuit Vehicle will be assembled at General Motors' Ramos Assembly in Mexico

Dodge Durango 5.7L AWD







MAKE & MODEL	2024 Dodge Durango 5.7L AWD
SALES CODE	22Z
	POWERTRAIN INFORMATION
CUBIC INCHES	345
LITERS	5.7L
DRIVE SYSTEM	All Wheel Drive
HORSEPOWER	360 HP
TORQUE	390 ft./lbs.
ALTERNATOR	220 AMP
BATTERY	800 CCA
TRANSMISSION	TorqueFlite Automatic, 8-Speed Overdrive 8HP70
AXLE RATIO	3.09
TURNING RADIUS	41.0 ft.
TIRE SIZE, LOAD & SPEED RATING	255/60R18 108V Firestone Firehawk Pursuit
GROUND CLEARANCE, MINIMUM	8.1 inches
BRAKE SYSTEM	Power, Dual Piston Front/Single Piston Rear, Anti-Lock
FUEL CAPACITY	24.6 Gallons/93.1 Liters
MANUFACTURER LIMITED TOP	400 MDLL
SPEED	130 MPH
	GENERAL MEASUREMENTS
WHEELBASE	119.8 inches
LENGTH	201.2 inches
CURB WEIGHT	5214 lbs.
HEIGHT	70.9 inches
	INTERIOR VOLUME
FRONT	54.4 cu. ft.
REAR	51.2 cu. ft.
COMBINED	105.6 cu. ft.
TRUNK	43.3 cu. ft.
MAXIMUM PAYLOAD CAPACITY	1700 lbs.
(INCLUDING PASSENGERS)	1700 103.
	EPA MILEAGE EST. (MPG)
CITY	TBD
HIGHWAY	TBD
COMBINED	TBD

The 2024 Dodge Durango Pursuit comes equipped with the legendary 5.7-liter HEMI® V8 engine paired to the fuel-friendly 8-speed transmission. It comes with a full list of standard features such as an IP mounted shifter, black steel wheels with chrome center cap, vinyl flooring, police specific front seats, and the invaluable automatic tri-zone temperature control to keep K9 units comfortable. An 8.4-inch touchscreen is standard which provides maximum rear camera visibility.

The demands of police work require a vehicle with exceptional maneuverability, power and fuel economy, and Dodge Durango Pursuit is ready for duty. This SUV was built to carry with 84 cu.-ft. of cargo volume and a towing capacity up to 7,200 lbs. It all adds up to complete capability for the toughest assignments — the foundation of Durango Pursuit.

Dodge Durango 3.6L AWD







MAKE & MODEL	2024 Dodge Durango 3.6L AWD
SALES CODE	2BZ
	POWERTRAIN INFORMATION
CUBIC INCHES	220
LITERS	3.6L
DRIVE SYSTEM	All Wheel Drive
HORSEPOWER	293 HP
TORQUE	260 ft./lbs.
ALTERNATOR	220 AMP
BATTERY	650 CCA
TRANSMISSION	TorqueFlite Automatic, 8-Speed Overdrive 850RE
AXLE RATIO	3.45
TURNING RADIUS	41.0 ft.
TIRE SIZE, LOAD & SPEED RATING	255/60R18 108V Firestone Firehawk Pursuit
GROUND CLEARANCE, MINIMUM	8.1 inches
BRAKE SYSTEM	Power, Dual Piston Front/Single Piston Rear, Anti-Lock
FUEL CAPACITY	24.6 Gallons/93.1 Liters
MANUFACTURER LIMITED TOP	130 MPH
SPEED	
	GENERAL MEASUREMENTS
WHEELBASE	119.8 inches
LENGTH	201.2 inches
CURB WEIGHT	4929 lbs.
HEIGHT	70.9 inches
	INTERIOR VOLUME
FRONT	54.4 cu. ft.
REAR	51.2 cu. ft.
COMBINED	105.6 cu. ft.
TRUNK	43.3 cu. ft.
MAXIMUM PAYLOAD CAPACITY	1550 lbs.
(INCLUDING PASSENGERS)	
	EPA MILEAGE EST. (MPG)
CITY	TBD
HIGHWAY	TBD
COMBINED	TBD

The 2024 Dodge Durango Pursuit comes equipped with the award winning 3.6-liter Pentastar V6 engine paired to the fuel-friendly 8-speed transmission. It comes with a full list of standard features such as an IP mounted shifter, black steel wheels with chrome center cap, vinyl flooring, police specific front seats, and the invaluable automatic tri-zone temperature control to keep K9 units comfortable. An 8.4" touchscreen is standard which provides maximum rear camera visibility.

The demands of police work require a vehicle with exceptional maneuverability, power and fuel economy, and Dodge Durango Pursuit is ready for duty. This SUV was built to carry with 84 cu.-ft. of cargo volume and a towing capacity up to 6,200 lbs. It all adds up to complete capability for the toughest assignments — the foundation of Durango Pursuit.

Ford Police Interceptor Utility 3.0L EcoBoost AWD







MAKE & MODEL	2024 Police Interceptor Utility EcoBoost AWD
SALES CODE	K8A, 99
POV	VERTRAIN INFORMATION
CUBIC INCHES	183 CI
LITERS	3.0L
DRIVE SYSTEM	All Wheel Drive
HORSEPOWER	400 HP
TORQUE	415 ft./lbs.
ALTERNATOR	250 AMP
BATTERY	730 CCA
TRANSMISSION	10 Speed
AXLE RATIO	3.31:1
TURNING RADIUS	40.4 ft.
TIRE SIZE, LOAD & SPEED RATING	255/60R18 108V
GROUND CLEARANCE, MINIMUM	7.2 inches
BRAKE SYSTEM	Power- dual piston calipers front, single piston calipers rear, 4 circuit ABS
FUEL CAPACITY	21.4 Gallons/81.0 Liters
_	IERAL MEASUREMENTS
WHEELBASE	119.1 inches
WHEELBASE LENGTH	119.1 inches 198.8 inches
WHEELBASE LENGTH CURB WEIGHT	119.1 inches 198.8 inches 4848 lbs.
WHEELBASE LENGTH CURB WEIGHT HEIGHT	119.1 inches 198.8 inches 4848 lbs. 69.0 inches
WHEELBASE LENGTH CURB WEIGHT HEIGHT	119.1 inches 198.8 inches 4848 lbs. 69.0 inches RIOR VOLUME
WHEELBASE LENGTH CURB WEIGHT HEIGHT INTI	119.1 inches 198.8 inches 4848 lbs. 69.0 inches RIOR VOLUME 59.7 cu. ft.
WHEELBASE LENGTH CURB WEIGHT HEIGHT INTI	119.1 inches 198.8 inches 4848 lbs. 69.0 inches ERIOR VOLUME 59.7 cu. ft. 58.4 cu. ft.
WHEELBASE LENGTH CURB WEIGHT HEIGHT INTI FRONT REAR COMBINED	119.1 inches 198.8 inches 4848 lbs. 69.0 inches ERIOR VOLUME 59.7 cu. ft. 58.4 cu. ft. 118.0 cu. ft.
WHEELBASE LENGTH CURB WEIGHT HEIGHT INTI FRONT REAR COMBINED TRUNK	119.1 inches 198.8 inches 4848 lbs. 69.0 inches ERIOR VOLUME 59.7 cu. ft. 58.4 cu. ft.
WHEELBASE LENGTH CURB WEIGHT HEIGHT INTI FRONT REAR COMBINED TRUNK MAXIMUM PAYLOAD CAPACITY (INCLUDING PASSENGERS)	119.1 inches 198.8 inches 4848 lbs. 69.0 inches FRIOR VOLUME 59.7 cu. ft. 58.4 cu. ft. 118.0 cu. ft. 52 cu. ft. 1670 lbs.
WHEELBASE LENGTH CURB WEIGHT HEIGHT INTI FRONT REAR COMBINED TRUNK MAXIMUM PAYLOAD CAPACITY (INCLUDING PASSENGERS) EPA	119.1 inches 198.8 inches 4848 lbs. 69.0 inches ERIOR VOLUME 59.7 cu. ft. 58.4 cu. ft. 118.0 cu. ft. 52 cu. ft. 1670 lbs. MILEAGE EST. (MPG)
WHEELBASE LENGTH CURB WEIGHT HEIGHT INTI FRONT REAR COMBINED TRUNK MAXIMUM PAYLOAD CAPACITY (INCLUDING PASSENGERS) EPA	119.1 inches 198.8 inches 4848 lbs. 69.0 inches ERIOR VOLUME 59.7 cu. ft. 58.4 cu. ft. 118.0 cu. ft. 52 cu. ft. 1670 lbs. MILEAGE EST. (MPG)
WHEELBASE LENGTH CURB WEIGHT HEIGHT INTI FRONT REAR COMBINED TRUNK MAXIMUM PAYLOAD CAPACITY (INCLUDING PASSENGERS) EPA	119.1 inches 198.8 inches 4848 lbs. 69.0 inches ERIOR VOLUME 59.7 cu. ft. 58.4 cu. ft. 118.0 cu. ft. 52 cu. ft. 1670 lbs. MILEAGE EST. (MPG)

#1 SELLING POLICE BRAND FOR 2013CY, 2014CY, 2015CY, 2016CY, 2017CY, 2018CY, 2019CY, 2020CY, 2021CY and 2022CY¹ NEW FEATURES & CHANGES:

- · All-new for 2020 Model Year, the Ford Police Interceptor® Utility comes with standard Hybrid AWD and Ford Telematics
- · Hybrid and AWD are ideal for law enforcement, due to optimal performance and significant potential fuel savings
- Optional 3.3L Flex Fuel AWD and 3.0L EcoBoost AWD also available

SAFETY:

- Heated Sanitization Solution. This innovative solution temporarily raises internal vehicle temperatures over 133 degrees Fahrenheit for at least 15 minutes long enough to help disinfect touchpoints to reduce viral concentration (including COVID-19) inside by greater than 99% on interior surfaces a way to protect officers working in frontline conditions.
- Ford Police Interceptors are the only vehicles in the world designed and engineered for the 75-mph rear-impact crash test
- Optional factory-installed Police Perimeter Alert monitors approximately 270° and secures vehicle if threatening motion detected
 Optional Automatic Foregoese Parking for the provided f
- Optional Automatic Emergency Braking features unique temporary disable switch for Law Enforcement
- Optional Level III+ & IV+ NIJ Ballistic Panels includes additional LAPD special threat rounds
- Optional factory-installed 12.1" Integrated Computer Screen allows laptops to be stored out of the way, reducing cabin clutter

DURABILITY:

• Enhanced police durability-cycle tested, proven real-world durability results

PERFORMANCE:

- New 3.0L EcoBoost AWD provides increased horsepower, torque, acceleration and top speed vs. 3.5L EcoBoost AWD, and had the fastest 0-60 and 0-100 acceleration times of all sedan and utility vehicles tested by MSP in 2020CY
- Standard AWD provides optimum handling in various road conditions dry, ice/snow, wet/rain, gravel, etc.
 - 1. The 2020CY is based on IHS Markit Registration data as of May 2020 2. Ambient temperature, installation of partitions or other upfit equipment may impede temperatures from reaching the recommended threshold.

Ford Police Interceptor Utility 3.3L Hybrid AWD







MAKE & MODEL	2024 Police Interceptor Utility Hybrid AWD	
SALES CODE	K8A, 99W	
OALLO GODE	POWERTRAIN INFORMATION	
CUBIC INCHES	201 CI	
LITERS	3.3L Hybrid	
DRIVE SYSTEM	All Wheel Drive	
HORSEPOWER	318 combined HP	
TORQUE	322 combined ft./lbs.	
ALTERNATOR	DC/DC Converter: 220 AMP	
BATTERY	800 CCA	
TRANSMISSION	10 Speed	
AXLE RATIO	3.73:1	
TURNING RADIUS	40.4 ft.	
TIRE SIZE, LOAD & SPEED RATING	255/60R18 108V	
GROUND CLEARANCE, MINIMUM	7.4 inches	
BRAKE SYSTEM	Power- dual piston calipers front, single piston calipers rear, 4 circuit ABS	
FUEL CAPACITY	19.0 Gallons/ 72.0 Liters	
	GENERAL MEASUREMENTS	
WILEEL DAGE		
WHEELBASE LENGTH	119.1 inches 198.8 inches	
CURB WEIGHT	5303 lbs.	
HEIGHT	69.2 inches	
HEIGHT	INTERIOR VOLUME	
FRONT		
FRONT REAR	59.7 cu. ft. 58.4 cu. ft.	
COMBINED	118.0 cu. ft.	
TRUNK	52 cu. ft.	
MAXIMUM PAYLOAD CAPACITY		
(INCLUDING PASSENGERS)	1670 lbs.	
EPA MILEAGE EST. (MPG)		
CITY	23	
HIGHWAY	24	
IIIOIIWAI	24	

#1 SELLING POLICE BRAND FOR 2013CY, 2014CY, 2015CY, 2016CY, 2017CY, 2018CY, 2019CY, 2020CY, 2021CY and 2022CY1 NEW FEATURES & CHANGES:

- All-new for 2020 Model Year, the Ford Police Interceptor® Utility comes with standard Hybrid AWD and Ford Telematics
- Hybrid and AWD are ideal for law enforcement, due to optimal performance and significant potential fuel savings
- Optional 3.3L Flex Fuel AWD and 3.0L EcoBoost AWD also available

SAFETY:

- Heated Sanitization Solution. This innovative solution temporarily raises internal vehicle temperatures over 133 degrees Fahrenheit for at least 15 minutes long enough to help disinfect touchpoints to reduce viral concentration (including COVID-19) inside by greater than 99% on interior surfaces – a way to protect officers working in frontline conditions.²
- · Ford Police Interceptors are the only vehicles in the world designed and engineered for the 75-mph rear-impact crash test
- Optional factory-installed Police Perimeter Alert monitors approximately 270° and secures vehicle if threatening motion detected
- Optional Automatic Emergency Braking features unique temporary disable switch for Law Enforcement
 Optional Level III+ & IV+ NIJ Ballistic Panels includes additional LAPD special threat rounds
- Optional factory-installed 12.1" Integrated Computer Screen allows laptops to be stored out of the way, reducing cabin clutter DURABILITY:
- Enhanced police durability-cycle tested, proven real-world durability results

PERFORMANCE:

- New standard Hybrid powertrain provides increased horsepower, torque, acceleration and top speed vs. 3.7L AWD
- $\bullet \ \, \text{Standard AWD provides optimum handling in various road conditions-dry, ice/snow, wet/rain, gravel, etc.} \\$
- 1. The 2020CY is based on IHS Markit Registration data as of May 2020
- 2. Ambient temperature, installation of partitions or other upfit equipment may impede temperatures from reaching the recommended threshold.

Ford Police Interceptor Utility 3.3L AWD







MAKE & MODEL	2024 Police Interceptor Utility 3.3L AWD
SALES CODE	K8A, 99B
OALLO GODE	POWERTRAIN INFORMATION
CUBIC INCHES	201 CI
LITERS	3.3L
DRIVE SYSTEM	All Wheel Drive
HORSEPOWER	285 HP
TORQUE	260 ft./lbs.
_ , _	
ALTERNATOR	250 AMP
BATTERY	730 CCA
TRANSMISSION	10 Speed
AXLE RATIO	3.73:1
TURNING RADIUS	40.4 ft.
TIRE SIZE, LOAD & SPEED RATING	255/60R18 108V
GROUND CLEARANCE, MINIMUM	7.6 inches
BRAKE SYSTEM	Power- dual piston calipers front, single piston calipers rear, 4 circuit ABS
FUEL CAPACITY	21.4 Gallons/81.0 Liters
	GENERAL MEASUREMENTS
	GENERAL MEASUREMENTS
WHEELDAGE	110.1 inches
WHEELBASE	119.1 inches
LENGTH	198.8 inches
LENGTH CURB WEIGHT	198.8 inches 4755 lbs.
LENGTH	198.8 inches 4755 lbs. 69.3 inches
LENGTH CURB WEIGHT HEIGHT	198.8 inches 4755 lbs. 69.3 inches INTERIOR VOLUME
LENGTH CURB WEIGHT HEIGHT FRONT	198.8 inches 4755 lbs. 69.3 inches INTERIOR VOLUME 59.7 cu. ft.
LENGTH CURB WEIGHT HEIGHT FRONT REAR	198.8 inches 4755 lbs. 69.3 inches INTERIOR VOLUME 59.7 cu. ft. 58.4 cu. ft.
LENGTH CURB WEIGHT HEIGHT FRONT REAR COMBINED	198.8 inches 4755 lbs. 69.3 inches INTERIOR VOLUME 59.7 cu. ft. 58.4 cu. ft. 118.0 cu. ft.
LENGTH CURB WEIGHT HEIGHT FRONT REAR COMBINED TRUNK	198.8 inches 4755 lbs. 69.3 inches INTERIOR VOLUME 59.7 cu. ft. 58.4 cu. ft.
LENGTH CURB WEIGHT HEIGHT FRONT REAR COMBINED TRUNK MAXIMUM PAYLOAD CAPACITY	198.8 inches 4755 lbs. 69.3 inches INTERIOR VOLUME 59.7 cu. ft. 58.4 cu. ft. 118.0 cu. ft. 52.0 cu. ft.
LENGTH CURB WEIGHT HEIGHT FRONT REAR COMBINED TRUNK	198.8 inches 4755 lbs. 69.3 inches INTERIOR VOLUME 59.7 cu. ft. 58.4 cu. ft. 118.0 cu. ft. 52.0 cu. ft. 1670 lbs.
LENGTH CURB WEIGHT HEIGHT FRONT REAR COMBINED TRUNK MAXIMUM PAYLOAD CAPACITY (INCLUDING PASSENGERS)	198.8 inches 4755 lbs. 69.3 inches INTERIOR VOLUME 59.7 cu. ft. 58.4 cu. ft. 118.0 cu. ft. 52.0 cu. ft. 1670 lbs. EPA MILEAGE EST. (MPG)
LENGTH CURB WEIGHT HEIGHT FRONT REAR COMBINED TRUNK MAXIMUM PAYLOAD CAPACITY (INCLUDING PASSENGERS) CITY	198.8 inches 4755 lbs. 69.3 inches INTERIOR VOLUME 59.7 cu. ft. 58.4 cu. ft. 118.0 cu. ft. 52.0 cu. ft. 1670 lbs. EPA MILEAGE EST. (MPG)
LENGTH CURB WEIGHT HEIGHT FRONT REAR COMBINED TRUNK MAXIMUM PAYLOAD CAPACITY (INCLUDING PASSENGERS)	198.8 inches 4755 lbs. 69.3 inches INTERIOR VOLUME 59.7 cu. ft. 58.4 cu. ft. 118.0 cu. ft. 52.0 cu. ft. 1670 lbs. EPA MILEAGE EST. (MPG)

NEW FEATURES & CHANGES:

- The Ford Police Interceptor® Utility comes with standard Hybrid AWD
- · Hybrid and AWD are ideal for law enforcement, due to optimal performance and significant potential fuel savings
- Optional 3.3L Flex Fuel AWD and 3.0L EcoBoost AWD also available

SAFETY

- Heated Sanitization Solution. This innovative solution temporarily raises internal vehicle temperatures over 133 degrees Fahrenheit for at least 15 minutes long enough to help disinfect touchpoints to reduce viral concentration (including COVID-19) inside by greater than 99% on interior surfaces – a way to protect officers working in frontline conditions.²
- Ford Police Interceptors are the only vehicles in the world designed and engineered for the 75-mph rear-impact crash test
- · Optional factory-installed Police Perimeter Alert monitors approximately 270° and secures vehicle if threatening motion detected
- Optional Automatic Emergency Braking features unique temporary disable switch for Law Enforcement
- · Optional Level III+ & IV+ NIJ Ballistic Panels includes additional LAPD special threat rounds
- Optional factory-installed 12.1" Integrated Computer Screen allows laptops to be stored out of the way, reducing cabin clutter

DURABILITY:

• Enhanced police durability-cycle tested, proven real-world durability results

PERFORMANCE:

- Standard Hybrid powertrain provides increased horsepower, torque, acceleration and top speed vs. 3.7L AWD
- Standard AWD provides optimum handling in various road conditions dry, ice/snow, wet/rain, gravel, etc.
- 3. The 2020CY is based on IHS Markit Registration data as of May 2020
- 4. Ambient temperature, installation of partitions or other upfit equipment may impede temperatures from reaching the recommended threshold.

Ford F150 Police Responder 3.5L EcoBoost 4WD







MAKE & MODEL	2024 F-150 Police Responder 3.5L EcoBoost	
SALES CODE	W1P	
POWERTRAIN INFORMATION		
CUBIC INCHES	213	
LITERS	3.5L	
DRIVE SYSTEM	Front Wheel Drive	
HORSEPOWER	400 HP	
TORQUE	500 ft./lbs.	
ALTERNATOR	240 AMP	
BATTERY	800 CCA	
TRANSMISSION	10-Speed SelectShift Automatic	
AXLE RATIO	3.31	
TURNING RADIUS	47.8 ft.	
TIRE SIZE, LOAD & SPEED RATING	LT265/70R18 113H	
GROUND CLEARANCE, MINIMUM	9.4 inches	
BRAKE SYSTEM	4-wheel vented disc ABS with electronically controlled brake boost	
FUEL CAPACITY	26 Gallons/98 Liters	
MANUFACTURER LIMITED TOP	400	
SPEED	120 mph	
GENERAL MEASUREMENTS		
WHEELBASE	145.4 inches	
LENGTH	231.7 inches	
CURB WEIGHT	5016 lbs.	
HEIGHT	77.2 inches	
INTERIOR VOLUME		
FRONT	79.9 cu. ft.	
REAR	52.0 cu. ft.	
COMBINED	131.9 cu. ft.	
TRUNK	52.8 cu. ft.	
MAXIMUM PAYLOAD CAPACITY	2030 lbs.	
(INCLUDING PASSENGERS)	2000 IDS.	
EPA MILEAGE EST. (MPG)		
CITY	16	
HIGHWAY	20	
COMBINED	18	

NEW FEATURES:

The 2024 Ford F-150 Police Responder® now offers an all-new steel wheel while combining on-road pursuit performance with Built Ford Tough off-road capability. The F-150 Police Responder provides a 120mph top speed and offers a torque-on-demand 4x4 transfer case with a "4-Auto" mode that features "set it and forget it" capability. Optional Police Engine Idle feature permits officers to quickly remove the key from the ignition and exit the vehicle, while allowing the vehicle to remain securely idling to support lights, sirens and other on-board equipment.

SAFETY:

- Standard built-in steel intrusion plates in front seat backs Rear View Camera with Dynamic Hitch Assist
- Available Pre-Collision Assist with Automatic Emergency Braking (includes Law Enforcement temporary disable switch)
- Available BLIS (Blind Spot Information System) with Cross-traffic Alert

DURABILITY:

- Standard Off-Road package featuring severe duty shocks, underbody skid plates and electronic locking rear axle
- Severe duty brake pads and brake calipers
- Police-grade heavy-duty cloth front seats

PERFORMANCE:

- Standard 3.5L EcoBoost® engine generating 400 horsepower and 500 lb-ft of torque
- 120mph top speed
- Most payload (2,030 lbs), standard towing (7,000 lbs) and optional towing (11,200 lbs) of any pursuit-rated police vehicle

Ford Mustang Mach-E AWD







MAKE & MODEL	2024 Ford Mustang Mach-E AWD					
SALES CODE	K1S					
	POWERTRAIN INFORMATION					
CUBIC INCHES	N/A					
LITERS	N/A					
DRIVE SYSTEM	All Wheel Drive					
HORSEPOWER	346 HP					
TORQUE	428 ft./lbs.					
ALTERNATOR	160 AMP					
BATTERY	380 CCA					
TRANSMISSION	Single Speed Direct Drive					
AXLE RATIO	9.05					
TURNING RADIUS	38.1 ft.					
TIRE SIZE, LOAD & SPEED RATING	225/55R19 103H					
GROUND CLEARANCE, MINIMUM	5.8 inches					
BRAKE SYSTEM	Power, 4 piston monoblock front, 2 piston rear, 4 circuit ABS					
FUEL CAPACITY	N/A Gallons/ N/A Liters					
MANUFACTURER LIMITED TOP						
SPEED	112 mph					
	GENERAL MEASUREMENTS					
WHEELBASE	117 inches					
LENGTH	185 inches					
CURB WEIGHT	4838 lbs.					
HEIGHT	64 inches					
	INTERIOR VOLUME					
FRONT	54.0 cu. ft.					
REAR	47.0 cu. ft.					
COMBINED	101.1 cu. ft.					
TRUNK	29.7 cu. ft.					
MAXIMUM PAYLOAD CAPACITY	978 lbs.					
(INCLUDING PASSENGERS)	T W/X INS					
	EPA MILEAGE EST. (MPG)					
CITY	96					
HIGHWAY	84					
COMBINED	90					

MANUFACTURER VEHICLE HIGHLIGHTS

- 270 EPA-estimated Miles of Range
- eAWD (electric all-wheel drive)
- 91kWh Usable Capacity Extended Range High-Voltage Battery
- Sport-Style Front Seats with ActiveXTM Seating Material
- Ford Co-Pilot360 2.0
- Auto High-Beam Headlamps
- BLIS® (Blind Spot Information System) with Cross-Traffic Alert
- Lane-Keeping System
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- Post-Collision Braking
- Rear View Camera
- Reverse Brake Assist
- Reverse Sensing System
- Front Trunk Volume 4.7 cu. ft.

VEHICLE DYNAMICS TESTING

TESTING OBJECTIVE:

To determine each vehicle's high-speed pursuit or emergency response handling characteristics and performance in comparison to the other vehicles in the test group. The course used is a two-mile road racing type configuration, containing hills, curves, and corners. The course simulates actual conditions encountered in pursuit or emergency driving situations in the field, except for other traffic. The evaluation is a true test of the success or failure of the vehicle manufacturers to offer vehicles that provide the optimum balance between handling (suspension components), acceleration (usable horsepower), and braking characteristics.

TESTING METHODOLOGY:

Each vehicle is driven a total of 32 timed laps, using four separate drivers, each driving an eight-lap series. The final score for the vehicle is the combined average (from the four drivers) of the five fastest laps for each driver during the eight-lap series.



Grattan Raceway, 7201 Lessiter Road, Belding, MI 48809

GRATTAN RACEWAY 2024 MODEL YEAR VEHICLE DYNAMICS SCHEDULE SEPTEMBER 18, 2023

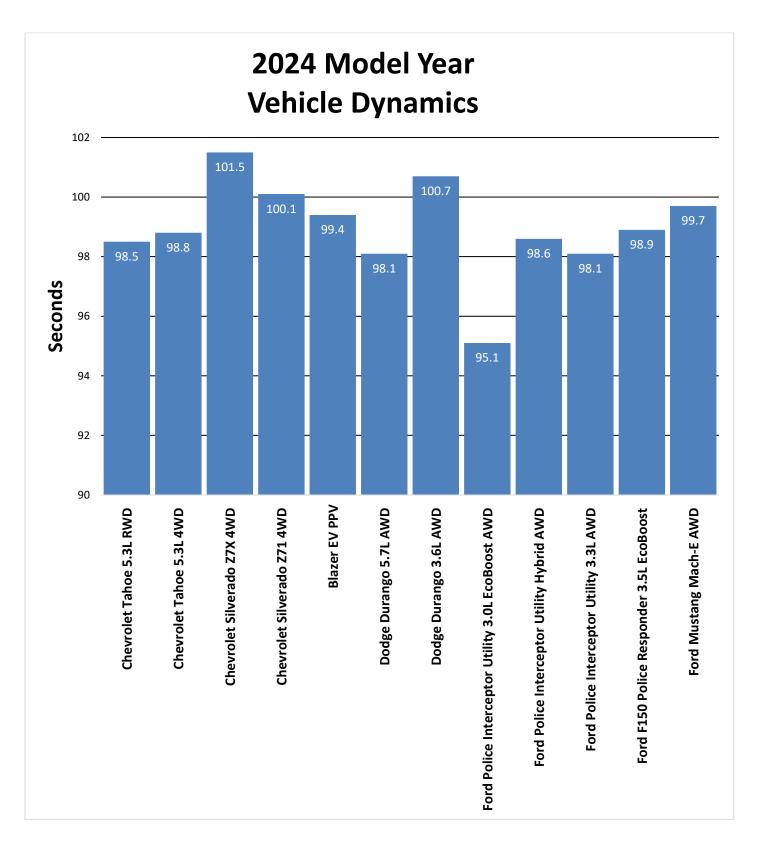
	RUN	AGEMA	LOONEY	DAVIS	MERCER
	KON	Ford F150 Police	LOONET	DAVIO	
9:00 a.m.	1	Responder 3.5L EcoBoost 4WD	Chevrolet Tahoe 5.3L RWD	Chevrolet Tahoe 5.3L 4WD	Ford Police Interceptor Utility 3.3L Hybrid AWD
9:30 a.m.	2	Chevrolet Silverado Z71 4WD	Chevrolet Silverado Z7X 4WD	Dodge Durango 3.6L AWD	PASS
10:00 a.m.	3	Chevrolet Blazer EV AWD	Ford Mustang Mach-E AWD	PASS	PASS
10:30 a.m.	4	PASS	Dodge Durango 5.7L AWD	Ford Police Interceptor Utility 3.3L AWD	Ford Police Interceptor Utility 3.0L EcoBoost AWD
11:00 a.m.	5	Chevrolet Tahoe 5.3L RWD	Chevrolet Tahoe 5.3L 4WD	Ford Police Interceptor Utility 3.3L Hybrid AWD	Ford F150 Police Responder 3.5L EcoBoost 4WD
11:30 a.m.	6	Dodge Durango 3.6L AWD	PASS	Chevrolet Silverado Z7X 4WD	Chevrolet Silverado Z71 4WD
12:00 p.m.	7	Ford Mustang Mach-E AWD	PASS	PASS	Chevrolet Blazer EV AWD
12:30	8	Ford Police Interceptor Utility 3.0L EcoBoost AWD	Ford Police Interceptor Utility 3.3L AWD	PASS	Dodge Durango 5.7L AWD
1:00 p.m.	9	Chevrolet Tahoe 5.3L 4WD	Ford Police Interceptor Utility 3.3L Hybrid AWD	Ford F150 Police Responder 3.5L EcoBoost 4WD	Chevrolet Tahoe 5.3L RWD
1:30 p.m.	10	PASS	Dodge Durango 3.6L AWD	Chevrolet Silverado Z71 4WD	Chevrolet Silverado Z7X 4WD
2:00 p.m.	11	PASS	PASS	Chevrolet Blazer EV AWD	Ford Mustang Mach-E AWD
2:30 p.m.	12	Dodge Durango 5.7L AWD	PASS	Ford Police Interceptor Utility 3.0L EcoBoost AWD	Ford Police Interceptor Utility 3.3L AWD
3:00 p.m.	13	Ford Police Interceptor Utility 3.3L Hybrid AWD	Ford F150 Police Responder 3.5L EcoBoost 4WD	Chevrolet Tahoe 5.3L RWD	Chevrolet Tahoe 5.3L 4WD
3:30 p.m.	14	Chevrolet Silverado Z7X 4WD	Chevrolet Silverado Z71 4WD	PASS	Dodge Durango 3.6L AWD
4:00 p.m.	15	PASS	Chevrolet Blazer EV AWD	Ford Mustang Mach-E AWD	PASS
4:30 p.m.	16	Ford Police Interceptor Utility 3.3L AWD	Ford Police Interceptor Utility 3.0L EcoBoost AWD	Dodge Durango 5.7L AWD	PASS

VEHICLE DYNAMICS TESTING- SEPTEMBER 18, 2023 Drivers Lap 1 Lap 2 Lap 3 Lap 4 Lap 5 Average **Vehicles** LOONEY 01:39.24 01:38.88 01:38.87 01:39.08 01:38.27 01:38.87 **AGEMA** 01:39.19 01:39.54 01:39.41 01:38.66 01:39.47 01:38.89 Chevrolet Tahoe 5.3L RWD **MERCER** 01:37.18 01:37.10 | 01:37.20 | 01:37.45 | 01:37.07 | 01:37.06 **DAVIS** 01:38.59 01:39.08 01:38.84 01:38.92 01:38.88 01:38.86 **OVERALL AVERAGE** 01:38.53 **DAVIS** 01:39.44 01:40.81 01:39.37 01:39.31 01:38.51 01:39.49 LOONEY 01:38.74 01:38.50 01:38.78 01:38.72 01:38.60 01:38.67 Chevrolet Tahoe 5.3L 4WD **AGEMA** 01:39.56 01:39.62 01:39.57 01:39.86 01:39.09 01:39.75 **MERCER** 01:37.81 01:37.80 01:37.98 01:37.81 01:37.92 01:37.51 **OVERALL AVERAGE** 01:38.88 LOONEY 01:42.91 01:42.69 01:42.83 01:42.77 01:43.09 01:42.86 **DAVIS** 01:41.83 01:41.72 01:41.95 01:41.26 01:41.92 01:41.74 Chevrolet Silverado Z7X 4WD **MERCER** 01:40.19 01:40.03 01:40.29 01:40.29 01:40.07 01:40.17 **AGEMA** 01:41.01 01:41.37 01:41.37 01:41.10 01:41.32 01:41.24 **OVERALL AVERAGE** 01:41.50 **AGEMA** 01:40.42 01:40.25 01:40.10 01:40.15 01:40.18 01:40.22 **MERCER** 01:39.26 01:39.17 01:39.30 01:39.25 01:39.26 01:39.25 Chevrolet Silverado Z71 4WD **DAVIS** 01:40.74 01:40.09 01:40.69 01:40.71 01:40.07 01:40.46 LOONEY 01:40.96 01:40.64 01:40.92 01:40.62 01:40.27 01:40.29 **OVERALL AVERAGE** 01:40.14 LOONEY 01:38.38 01:38.34 01:38.04 01:38.32 01:38.00 01:38.22 MERCER 01:37.47 | 01:37.21 | 01:37.42 | 01:37.68 | 01:37.59 01:37.48 Dodge Durango 5.7L AWD **AGEMA** 01:37.83 | 01:37.95 | 01:37.91 | 01:38.12 | 01:38.09 01:37.98 **DAVIS** 01:38.94 01:38.67 01:38.83 01:38.36 01:38.46 01:38.65 **OVERALL AVERAGE** 01:38.08

VEHICLE DYNAMICS TESTING- SEPTEMBER 18, 2							
	DAVIS	01:41.29	01:40.90	01:41.11	01:40.81	01:41.07	01:41.04
	AGEMA	01:40.72	01:40.45	01:40.61	01:39.97	01:40.81	01:40.51
Dodge Durango 3.6L AWD	LOONEY	01:41.33	01:41.13	01:41.18	01:41.44	01:41.45	01:41.30
	MERCER	01:40.27	01:40.07	01:39.82	01:40.25	01:40.26	01:40.13
OVERALL AVERAGE							01:40.75
	MERCER	01:34.68	01:35.01	01:34.84	01:34.88	01:34.59	01:34.80
Ford Police Interceptor Utility	AGEMA	01:35.56	01:35.44	01:35.95	01:35.38	01:35.46	01:35.56
3.0L EcoBoost AWD	DAVIS	01:35.04	01:35.27	01:35.41	01:35.44	01:35.35	01:35.30
	LOONEY	01:34.88	01:35.17	01:35.18	01:34.96	01:34.96	01:35.03
OVERALL AVERAGE							01:35.17
	MERCER	01:38.32	01:38.57	01:38.64	01:38.49	01:38.48	01:38.50
Ford Police Interceptor Utility	DAVIS	01:38.26	01:38.18	01:38.06	01:38.62	01:38.60	01:38.34
3.3L Hybrid AWD	LOONEY	01:38.26	01:39.09	01:39.22	01:38.96	01:38.67	01:38.84
	AGEMA	01:38.51	01:38.96	01:38.34	01:38.89	01:38.86	01:38.71
OVERALL AVERAGE							01:38.60
	DAVIS	01:38.77	01:38.70	01:38.10	01:38.13	01:38.13	01:38.36
Ford Police Interceptor Utility	LOONEY	01:38.68	01:38.16	01:38.50	01:38.56	01:38.49	01:38.48
3.3L AWD	MERCER	01:37.18	01:37.18	01:37.07	01:37.24	01:36.97	01:37.13
	AGEMA	01:38.50	01:38.72	01:38.98	01:38.96	01:38.54	01:38.74
OVERALL AVERAGE							01:38.18
	AGEMA	01:39.35	01:39.84	01:39.89	01:40.01	01:39.93	01:39.81
Ford F-150 Police Responder	MERCER	01:37.96	01:37.81	01:37.84	01:38.16	01:37.50	01:37.85
3.5L EcoBoost 4WD	DAVIS	01:39.47	01:38.82	01:38.57	01:38.82	01:37.99	01:38.73
	LOONEY	01:39.26	01:39.63	01:39.56	01:39.87	01:39.58	01:39.58
OVERALL AVERAGE							01:38.99

VEHICLE DYNAMICS TESTING - SEPTEMBER 18, 2023 BATTERY ELECTRIC VEHICLES										
Vehicle Driver Time of Run State of Lap 1 Lap 2 Lap 3 Lap 4 Lap 5 State of Charge								Average		
	LOONEY	10:58	89%	01:35.79	01:36.56	01:41.17	01:41.59	01:41.74	49%	01:39.37
Ford Mustana Mosh E AWD	AGEMA	11:50	95%	01:34.98	01:39.70	01:42.88	01:42.89	01:43.28	62%	01:40.75
Ford Mustang Mach-E AWD	MERCER	13:50	91%	01:33.35	01:37.48	01:41.32	01:41.07	01:41.48	60%	01:38.94
	DAVIS	15:25	93%	01:34.71	01:37.80	01:42.51	01:42.56	01:42.79	58%	01:40.07
OVERALL AVERAGE		-								01:39.78
	AGEMA	10:08	100%	01:40.12	01:40.49	01:40.07	01:40.65	01:40.61	67%	01:40.39
Chevrolet Blazer EV AWD	MERCER	11:50	100%	01:37.97	01:38.21	01:38.27	01:38.41	01:38.24	71%	01:38.22
Cheviolet Blazer EV AVVD	DAVIS	13:50	100%	01:39.89	01:39.38	01:39.28	01:39.65	01:39.95	70%	01:39.63
	LOONEY	15:25	90%	01:39.00	01:39.56	01:39.61	01:39.61	01:39.50	61%	01:39.45
OVERALL AVERAGE										01:39.42

The MSP Precision Driving Unit and all three manufacturers agreed that a charge time of approximately 40 minutes between runs would showcase the vehicle's capabilities in a best-case scenario. The above chart shows the beginning battery state of charge, the fastest five lap times out of the eight timed laps, and the battery ending state of charge. A 47 Kw charger was used to refresh the vehicle's state of charge between runs.



















ACCELERATION AND TOP SPEED TESTING

ACCELERATION TESTING OBJECTIVE:

To determine the ability of each test vehicle to accelerate from a standing start to 60 mph, 80 mph, 100 mph, and determine the distance to reach 100 mph and 120 mph.

ACCELERATION TESTING METHODOLOGY:

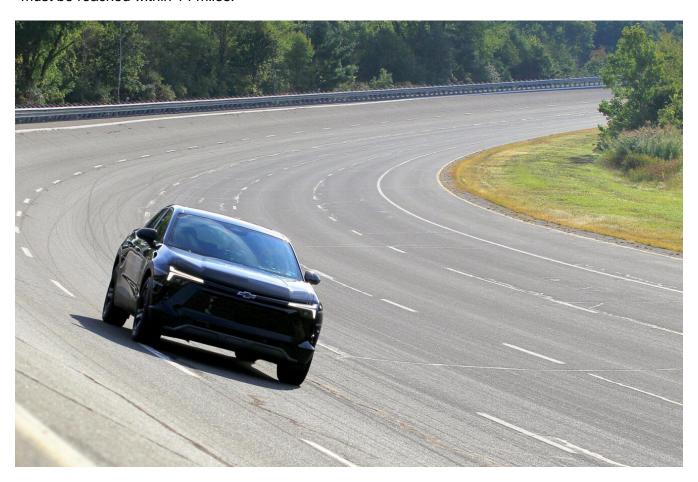
Using a Racelogic Vbox 3i GPS based data collection unit, each vehicle is driven through four acceleration sequences, two northbound and two southbound, to allow for wind direction. The four resulting times for each target speed are averaged and the average times are used to derive scores for acceleration.

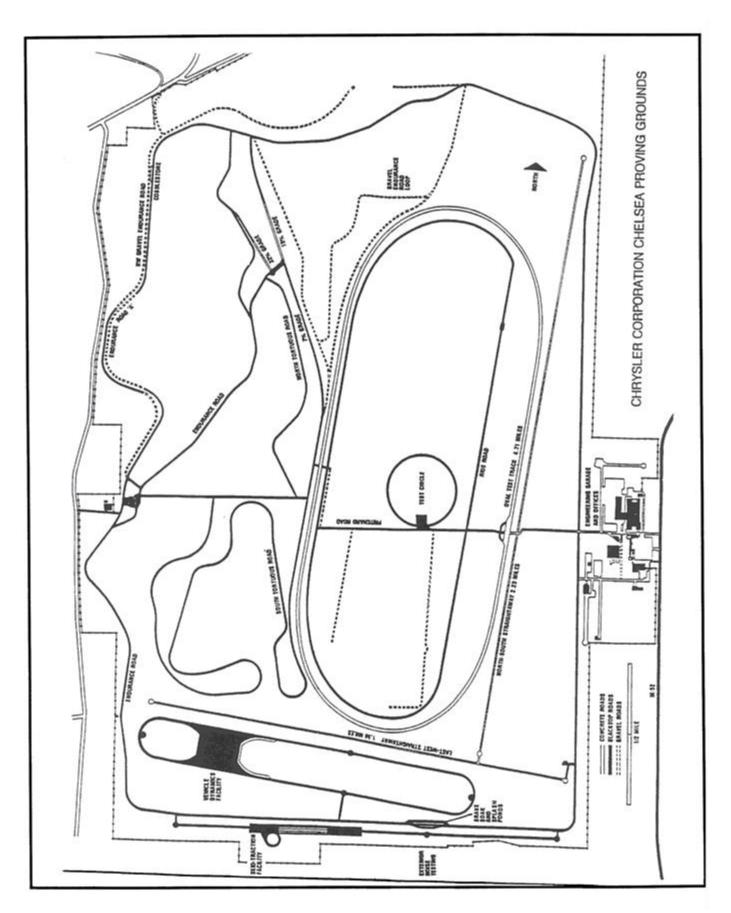
TOP SPEED TESTING OBJECTIVE:

To verify the electronically limited top speed reported by the manufacturer attainable by each test vehicle within 14 miles from a standing start.

TOP SPEED TESTING METHODOLOGY:

Following the fourth acceleration run, each test vehicle continues to accelerate until it reaches the manufacturer electronically limited top speed. The distance to reach the electronically limited top speed must be reached within 14 miles.





Chevrolet Tahoe 5.3L RWD

BEGINNING TIME: 10:40 a.m. **TEMPERATURE**: 63.8° F **WIND VELOCITY**: 1.8 mph **WIND DIRECTION**: 124°

SPEEDS	RUN 1	RUN 2	RUN 3	RUN 4	AVERAGE (seconds)
0-60	7.90	7.68	7.68	7.51	7.69
0-80	12.69	12.22	12.27	12.01	12.30
0-100	20.00	18.96	19.17	18.63	19.19

DISTANCE TO REACH 100 MPH: 0.34 mile **DISTANCE TO REACH 120 MPH:** 0.70 mile

TOP SPEED ATTAINED: 130 mph

DISTANCE TO REACH TOP SPEED: 1.49 miles **TIME TO REACH TOP SPEED:** 53.05 seconds

Chevrolet Tahoe 5.3L 4WD

BEGINNING TIME: 10:56 a.m. **TEMPERATURE:** 64.9° F **WIND VELOCITY:** 2.5 mph **WIND DIRECTION:** 166°

s	PEEDS	RUN 1	RUN 2	RUN 3	RUN 4	AVERAGE (seconds)
	0-60	8.18	7.87	7.92	7.80	7.94
	0-80	13.29	12.66	12.72	12.48	12.79
	0-100	21.05	19.69	20.11	19.33	20.05

DISTANCE TO REACH 100 MPH: 0.35 mile **DISTANCE TO REACH 120 MPH:** 0.74 mile

TOP SPEED ATTAINED: 124 mph

DISTANCE TO REACH TOP SPEED: 0.87 mile **TIME TO REACH TOP SPEED:** 36.27 seconds

Chevrolet Silverado Z7X 4WD

BEGINNING TIME: 11:48 a.m. **TEMPERATURE**: 66.1° F **WIND VELOCITY**: 1.7 mph **WIND DIRECTION**: 143°

SPEEDS	RUN 1	RUN 2	RUN 3	RUN 4	AVERAGE (seconds)
0-60	7.49	7.23	7.04	7.21	7.24
0-80	11.95	11.56	11.44	11.51	11.62
0-100	18.9	17.96	18.4	17.87	18.28

DISTANCE TO REACH 100 MPH: 0.32 mile DISTANCE TO REACH 120 MPH: N/A

TOP SPEED ATTAINED: 112 mph

DISTANCE TO REACH TOP SPEED: 0.48 mile **TIME TO REACH TOP SPEED:** 23.55 seconds

Chevrolet Silverado Z71 4WD

BEGINNING TIME: 11:30 a.m. **TEMPERATURE:** 65.1° F **WIND VELOCITY:** 2.5 mph **WIND DIRECTION:** 104.5°

SPEEDS	RUN 1	RUN 2	RUN 3	RUN 4	AVERAGE (seconds)
0-60	7.62	7.38	7.29	7.26	7.39
0-80	12.2	11.7	11.66	11.61	11.79
0-100	18.82	18.08	18.24	17.98	18.28

DISTANCE TO REACH 100 MPH: 0.32 mile DISTANCE TO REACH 120 MPH: N/A

TOP SPEED ATTAINED: 112 mph

DISTANCE TO REACH TOP SPEED: 0.49 mile **TIME TO REACH TOP SPEED:** 23.81 seconds

Chevrolet Blazer EV AWD

BEGINNING TIME: 8:59 a.m. **TEMPERATURE**: 53.8° F **WIND VELOCITY**: 0 mph **WIND DIRECTION**: 0°

SPEEDS	RUN 1	RUN 2	RUN 3	RUN 4	AVERAGE (seconds)
0-60	5.24	5.21	5.04	5.19	5.17
0-80	7.72	7.61	7.49	7.64	7.62
0-100	11.26	11.10	10.90	11.04	11.08

DISTANCE TO REACH 100 MPH: 0.18 mile DISTANCE TO REACH 120 MPH: 0.32 mile

TOP SPEED ATTAINED: 130 mph

DISTANCE TO REACH TOP SPEED: 0.45 mile **TIME TO REACH TOP SPEED:** 19.46 seconds

Dodge Durango 5.7L AWD

BEGINNING TIME: 9:52 a.m. **TEMPERATURE:** 62.2° F **WIND VELOCITY:** 1.9 mph **WIND DIRECTION:** 213°

SPEEDS	RUN 1	RUN 2	RUN 3	RUN 4	AVERAGE (seconds)
0-60	6.77	6.70	6.59	6.60	6.67
0-80	11.23	11.01	10.99	10.87	11.03
0-100	18.11	17.61	17.68	17.41	17.70

DISTANCE TO REACH 100 MPH: 0.32 mile **DISTANCE TO REACH 120 MPH:** 0.64 mile

TOP SPEED ATTAINED: 130 mph

DISTANCE TO REACH TOP SPEED: 1.07 miles TIME TO REACH TOP SPEED: 40.38 seconds

Dodge Durango 3.6L AWD

BEGINNING TIME: 12:04 p.m. **TEMPERATURE**: 66.2° F **WIND VELOCITY**: 2 mph **WIND DIRECTION**: 142°

SPEEDS	RUN 1	RUN 2	RUN 3	RUN 4	AVERAGE (seconds)
0-60	8.57	8.12	8.18	8.13	8.25
0-80	14.35	13.82	14.08	13.69	13.99
0-100	24.17	22.55	23.19	22.34	23.06

DISTANCE TO REACH 100 MPH: 0.42 mile **DISTANCE TO REACH 120 MPH:** 0.93 miles

TOP SPEED ATTAINED: 125 mph

DISTANCE TO REACH TOP SPEED: 1.27 miles **TIME TO REACH TOP SPEED:** 49.17 seconds

Ford Police Interceptor Utility 3.0L EcoBoost AWD

BEGINNING TIME: 10:25 a.m. **TEMPERATURE**: 62.8° F **WIND VELOCITY**: 2.6 mph **WIND DIRECTION**: 212°

SPEEDS	RUN 1	RUN 2	RUN 3	RUN 4	AVERAGE (seconds)
0-60	5.70	5.87	5.78	5.89	5.81
0-80	9.74	9.97	9.50	10.10	9.83
0-100	15.08	15.22	14.60	15.60	15.13

DISTANCE TO REACH 100 MPH: 0.27 mile **DISTANCE TO REACH 120 MPH:** 0.50 mile

TOP SPEED ATTAINED: 148 mph

DISTANCE TO REACH TOP SPEED: 1.55 miles TIME TO REACH TOP SPEED: 50.22 seconds

Ford Police Interceptor Utility 3.3L Hybrid AWD

BEGINNING TIME: 11:13 a.m. **TEMPERATURE:** 65.1° F **WIND VELOCITY:** 2.5 mph **WIND DIRECTION:** 105°

SPEEDS	RUN 1	RUN 2	RUN 3	RUN 4	AVERAGE (seconds)
0-60	7.12	6.97	6.91	6.97	6.99
0-80	11.32	11.09	11.07	11.11	11.15
0-100	17.34	16.9	16.96	16.8	17.0

DISTANCE TO REACH 100 MPH: 0.30 mile DISTANCE TO REACH 120 MPH: 0.57 mile

TOP SPEED ATTAINED: 136 mph

DISTANCE TO REACH TOP SPEED: 1.10 miles **TIME TO REACH TOP SPEED:** 40.75 seconds

Ford Police Interceptor Utility 3.3L AWD

BEGINNING TIME: 10:10 a.m. **TEMPERATURE:** 66.2° F **WIND VELOCITY:** 1.9 mph **WIND DIRECTION:** 213°

SPEEDS	RUN 1	RUN 2	RUN 3	RUN 4	AVERAGE (seconds)
0-60	7.80	7.59	7.70	7.46	7.64
0-80	12.60	12.24	12.42	12.05	12.33
0-100	19.64	18.94	19.24	18.71	19.13

DISTANCE TO REACH 100 MPH: 0.34 mile DISTANCE TO REACH 120 MPH: 0.68 mile

TOP SPEED ATTAINED: 136 mph

DISTANCE TO REACH TOP SPEED: 2.09 miles **TIME TO REACH TOP SPEED:** 68.78 seconds

Ford F150 Police Responder 3.5L EcoBoost 4WD

BEGINNING TIME: 9:37 a.m. **TEMPERATURE**: 59.4° F **WIND VELOCITY**: 2.2 mph **WIND DIRECTION**: 56°

SPEEDS	RUN 1	RUN 2	RUN 3	RUN 4	AVERAGE (seconds)
0-60	5.92	5.58	5.63	5.61	5.69
0-80	9.35	8.92	9.01	8.97	9.06
0-100	14.77	14.19	14.59	14.03	14.40

DISTANCE TO REACH 100 MPH: 0.25 mile **DISTANCE TO REACH 120 MPH:** 0.52 mile

TOP SPEED ATTAINED: 120 mph

DISTANCE TO REACH TOP SPEED: 0.52 mile **TIME TO REACH TOP SPEED:** 22.78 seconds

Ford Mustang Mach-E AWD

BEGINNING TIME: 9:16 a.m. **TEMPERATURE:** 56.4° F **WIND VELOCITY:** 1.9 mph **WIND DIRECTION:** 77°

SPEEDS	RUN 1	RUN 2	RUN 3	RUN 4	AVERAGE (seconds)
0-60	4.08	4.06	4.08	4.07	4.07
0-80	6.51	6.48	6.52	6.48	6.50
0-100	10.91	10.85	10.92	10.80	10.87

DISTANCE TO REACH 100 MPH: 0.20 mile **DISTANCE TO REACH 120 MPH:** 0.41 mile

TOP SPEED ATTAINED: 124 mph

S	SUMMARY OF ACCELERATION AND TOP SPEED					
	SEPTEMBER 16, 2023					
	Chevrolet Tahoe 5.3L RWD	Chevrolet Tahoe 5.3L 4WD	Chevrolet Silverado Z7X 4WD	Chevrolet Silverado Z71 4WD		
	AC	CELERATION (seco	onds)			
0-20 mph	2.06	2.05	1.81	1.86		
0-30 mph	3.07	3.11	2.82	2.86		
0-40 mph	4.44	4.55	4.14	4.21		
0-50 mph	5.88	6.06	5.54	5.63		
0-60 mph	7.69	7.94	7.24	7.39		
0-70 mph	9.71	10.09	9.22	9.38		
0-80 mph	12.30	12.79	11.62	11.79		
0-90 mph	15.35	16.11	14.49	14.62		
0-100 mph	19.19	20.05	18.28	18.28		
TOP SPEED (mph)	130	124	112	112		
DISTANCE TO REACH (miles)						
100 mph	0.34	0.35	0.32	0.32		
120 mph	0.70	0.74				
Top Speed	1.49	0.87	0.48	0.49		



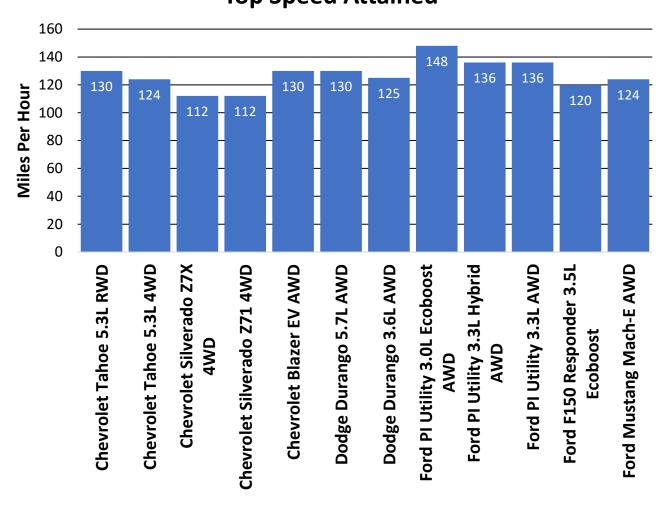
SUMMARY OF ACCELERATION AND TOP SPEED					
	SEF	PTEMBER 16, 20	023		
	Chevrolet Blazer EV AWD	Dodge Durango 5.7L AWD	Dodge Durango 3.6L AWD	Ford PI Utility 3.0L EcoBoost AWD	
ACCELERATION (seconds)				
0-20 mph	1.77	1.49	1.86	1.54	
0-30 mph	2.60	2.37	2.96	2.29	
0-40 mph	3.41	3.53	4.37	3.31	
0-50 mph	4.24	4.88	5.99	4.46	
0-60 mph	5.17	6.67	8.25	5.81	
0-70 mph	6.27	8.59	10.78	7.40	
0-80 mph	7.62	11.03	13.99	9.83	
0-90 mph	9.20	13.84	17.92	12.23	
0-100 mph	11.08	17.70	23.06	15.13	
TOP SPEED (mph)	130	130	125	148	
DISTANCE TO REACH (miles)					
100 mph	0.18	0.32	0.42	0.27	
120 mph	0.32	0.64	0.93	0.5	
Top Speed	0.45	1.07	1.27	1.55	



SUMMARY OF ACCELERATION AND TOP SPEED					
	SEF	PTEMBER 16, 2	023		
	Ford PI Utility Hybrid AWD	Ford PI Utility 3.3L AWD	Ford F150 Police Responder 3.5L EcoBoost 4WD	Ford Mustang Mach-E AWD	
ACCELERATION (seconds)				
0-20 mph	1.62	2.00	1.56	1.12	
0-30 mph	2.75	3.08	2.25	1.71	
0-40 mph	4.03	4.40	3.29	2.41	
0-50 mph	5.43	5.93	4.34	3.19	
0-60 mph	6.99	7.64	5.69	4.07	
0-70 mph	8.89	9.70	7.17	5.13	
0-80 mph	11.15	12.33	9.06	6.50	
0-90 mph	13.79	15.38	11.22	8.34	
0-100 mph	17.00	19.13	14.40	10.87	
TOP SPEED (mph)	136	136	120	124	
DISTANCE TO REACH (miles)					
100 mph	0.30	0.34	0.25	0.2	
120 mph	0.57	0.68	0.52	0.41	
Top Speed	1.10	2.09	0.52	0.55	

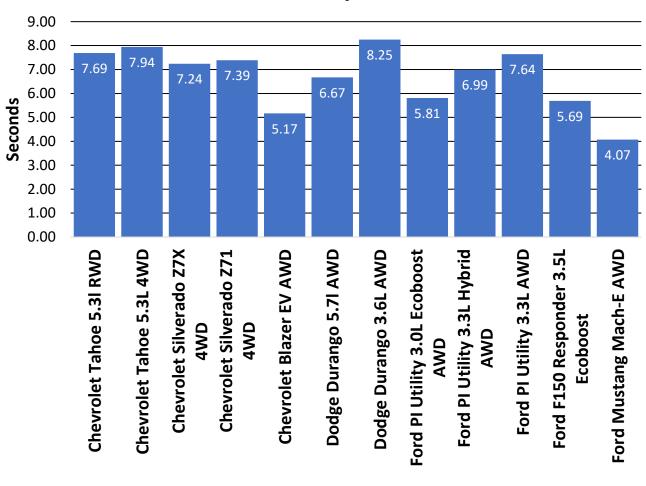


2024 Model Year Top Speed Comparison Top Speed Attained



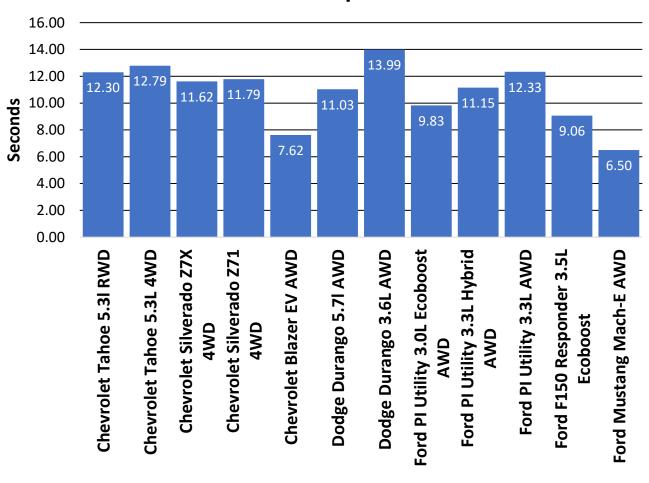
2024 Model Year Acceleration Comparison

Acceleration Times 0-60 mph



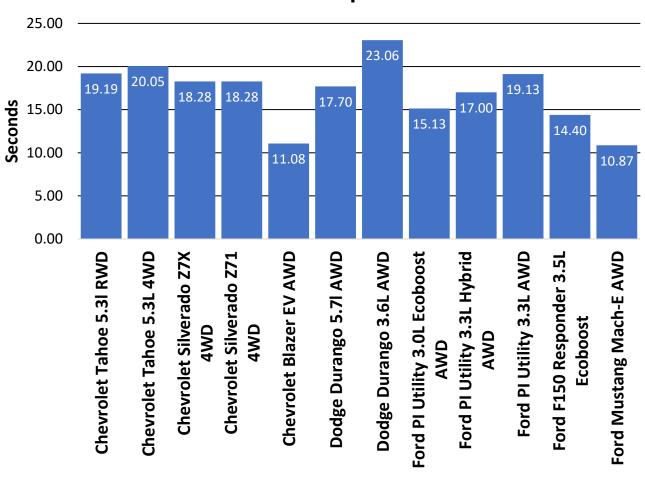
2024 Model Year Acceleration Comparison

Acceleration Times 0-80 mph



2024 Model Year Acceleration Comparison

Acceleration Times 0-100 mph









BRAKE TESTING OBJECTIVE:

To determine the deceleration rate attained by each test vehicle on twenty 60-0 mph full Anti-lock brake stops. Each vehicle is scored on the average deceleration rate it achieves.

BRAKE TESTING METHODOLOGY:

Each vehicle is driven to the north end of the straightaway on the east side of the oval. The vehicle then begins its sequence of stops heading in a southerly direction. The vehicle is stopped five times at pre-determined points on the roadway. The vehicle is then turned around and stops an additional five times again at pre-determined points on the roadway in a northerly direction. After the ten stops, the vehicle drives one lap around the oval at 45 mph. This is done to cool the brakes before the second sequence. After the cool down lap, the ten stops are repeated.

The data resulting from the twenty stops is used to calculate the average deceleration rate which is the vehicle's score for the test.

DECELRATION RATE FORMULA:

Deceleration Rate (DR) =
$$\frac{\text{Initial Velocity* (IV) squared}}{\text{Two times Stopping Distance (SD)}} = \frac{(IV)^2}{2 \text{ (SD)}}$$

EXAMPLE:

Initial Velocity =
$$89.175 \text{ ft/s } (60.8 \text{ mph x } 1.4667^*)$$

Stopping Distance = 171.4 ft.

DR =
$$\frac{(IV)^2}{2(SD)}$$
 = $\frac{(89.175)^2}{2(171.4)}$ = $\frac{7952.24}{342.8}$ = 23.198 ft/s²

Once a vehicle's average deceleration rate has been determined, it is possible to calculate the approximate stopping distance from any given speed by utilizing the following formula:

Select a speed; translate that speed into feet per second; square the feet per second figure by multiplying it by itself; divide the resultant figure by 2; divide the remaining figure by the average deceleration rate of the vehicle in question.

EXAMPLE:

60 mph = 88.002 ft/s x 88.002 = 7744.352 / 2 = 3872.176 / 23.198 ft/s² = 166.9 ft.

^{*} Initial velocity must be expressed in terms of feet per second, with 1 mile per hour being equal to 1.4667 feet per second.

Chevrolet Tahoe 5.3L RWD

TEST LOCATION: Chelsea Proving Grounds DATE: Se

BEGINNING TIME: 10:56 a.m.

DATE: September 16, 2023 **TEMPERATURE:** 65° F

Phase I

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	60.80	133.16	29.86
2	60.30	131.65	29.71
3	59.80	128.73	29.88
4	60.00	133.21	29.07
5	60.10	131.47	29.55
6	60.20	131.52	29.64
7	60.10	134.66	28.85
8	60.00	130.18	29.74
9	59.70	130.39	29.40
10	60.40	132.43	29.63
Α	VERAGE DECELER	ATION RATE:	29.53 ft/s ²

(One cool down lap at 45 mph)

Phase II

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)		
1	60.10	131.36	29.58		
2	60.10	130.04	29.88		
3	59.90	131.53	29.34		
4	59.80	127.56	30.15		
5	59.70	128.42	29.85		
6	59.80	128.60	29.91		
7	60.10	131.07	29.64		
8	60.20	129.61	30.08		
9	60.10	127.28	30.52		
10	60.10	130.46	29.78		
A	AVERAGE DECELERATION RATE: 29.87 ft/s ²				

OVERALL AVERAGE DECELERATION RATE:	29.70 ft/s ²
PROJECTED STOPPING DISTANCE FROM 60 mph:	130.4 feet

Evidence of severe fading?	No
Vehicle stopped in straight line?	Yes
Vehicle stopped within correct lane?	Yes

^{*}All vehicles tested are equipped with Anti-lock brakes (ABS)

Chevrolet Tahoe 5.3L 4WD

TEST LOCATION: Chelsea Proving Grounds

BEGINNING TIME: 11:13 a.m.

DATE: September 16, 2023 **TEMPERATURE:** 65.1° F

Phase I

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	60.80	148.74	26.73
2	60.00	131.15	29.52
3	59.40	127.99	29.65
4	59.90	132.35	29.16
5	60.30	133.46	29.30
6	60.40	134.95	29.08
7	60.70	137.10	28.91
8	60.00	131.20	29.51
9	60.00	133.75	28.95
10	60.10	135.92	28.58
Α	VERAGE DECELER	ATION RATE:	28.94 ft/s ²

(One cool down lap at 45 mph)

Phase II

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	59.50	128.25	29.69
2	59.30	129.01	29.32
3	60.00	131.17	29.52
4	60.30	130.91	29.88
5	59.80	129.61	29.68
6	59.80	128.69	29.89
7	60.20	132.48	29.42
8	59.70	125.23	30.61
9	59.90	128.12	30.12
10	60.10	132.38	29.35
А	VERAGE DECELERA	29.75 ft/s ²	

OVERALL AVERAGE DECELERATION RATE:	29.34 ft/s²
PROJECTED STOPPING DISTANCE FROM 60 mph:	132.0 feet

Evidence of severe fading?	No
Vehicle stopped in straight line?	Yes
Vehicle stopped within correct lane?	Yes

^{*}All vehicles tested are equipped with Anti-lock brakes (ABS)

Chevrolet Silverado Z7X 4WD

TEST LOCATION: Chelsea Proving Grounds

BEGINNING TIME: 12:05 p.m.

DATE: September 16, 2023 **TEMPERATURE:** 66.2° F

Phase I

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	59.60	146.73	26.04
2	59.90	146.75	26.30
3	60.00	145.38	26.63
4	59.30	140.76	26.87
5	59.40	144.98	26.18
6	60.70	149.24	26.55
7	60.20	146.29	26.65
8	59.60	144.57	26.43
9	60.30	148.10	26.41
10	60.50	148.98	26.43
A	VERAGE DECELER	26.45 ft/s ²	

(One cool down lap at 45 mph)

Phase II

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	60.00	141.23	27.42
2	60.30	144.61	27.05
3	60.20	149.08	26.15
4	60.40	143.43	27.36
5	60.40	144.12	27.23
6	59.80	141.06	27.27
7	60.10	140.68	27.62
8	60.10	140.08	27.73
9	59.80	140.99	27.28
10	60.00	141.80	27.31
А	VERAGE DECELER	27.24 ft/s ²	

OVERALL AVERAGE DECELERATION RATE:	26.84 ft/s²
PROJECTED STOPPING DISTANCE FROM 60 mph:	144.2 feet

Evidence of severe fading?	No
Vehicle stopped in straight line?	Yes
Vehicle stopped within correct lane?	Yes

^{*}All vehicles tested are equipped with Anti-lock brakes (ABS)

Chevrolet Silverado Z71 4WD

TEST LOCATION: Chelsea Proving Grounds **DATE:** September 16, 2023

BEGINNING TIME: 11:48 a.m.

TEMPERATURE: 66° F

Phase I

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	60.30	146.32	26.73
2	60.80	156.60	25.39
3	59.90	147.09	26.24
4	59.90	145.01	26.61
5	60.20	147.38	26.45
6	60.10	163.30	23.79
7	60.30	147.25	26.56
8	60.40	147.37	26.63
9	59.10	140.10	26.82
10	60.60	150.41	26.26
AVERAGE DECELERATION RATE:			26.15 ft/s ²

(One cool down lap at 45 mph)

Phase II

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	60.10	141.41	27.47
2	60.10	148.25	26.21
3	59.90	144.61	26.69
4	59.90	140.91	27.39
5	60.30	145.02	26.97
6	59.90	140.42	27.48
7	60.20	140.76	27.69
8	59.90	140.75	27.42
9	59.80	138.37	27.80
10	60.10	139.96	27.76
А	VERAGE DECELERA	27.29 ft/s ²	

OVERALL AVERAGE DECELERATION RATE:	26.72 ft/s ²
PROJECTED STOPPING DISTANCE FROM 60 mph:	144.9 feet

Evidence of severe fading?	No
Vehicle stopped in straight line?	Yes
Vehicle stopped within correct lane?	Yes

^{*}All vehicles tested are equipped with Anti-lock brakes (ABS)

Chevrolet Blazer EV AWD

TEST LOCATION: Chelsea Proving Grounds

DATE: September 16, 2023

BEGINNING TIME: 9:14 a.m.

TEMPERATURE: 56.4° F

Phase I

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	58.50	127.04	28.98
2	58.70	126.39	29.32
3	59.10	127.84	29.39
4	59.00	129.00	29.02
5	59.60	134.73	28.36
6	59.10	134.43	27.95
7	60.50	140.86	27.95
8	61.30	140.67	28.73
9	61.60	137.54	29.67
10	61.80	139.03	29.55
A'	VERAGE DECELERA	28.89 ft/s ²	

(One cool down lap at 45 mph)

Phase II

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	59.10	130.86	28.71
2	60.00	136.44	28.38
3	62.00	147.11	28.11
4	60.60	142.89	27.64
5	59.40	131.31	28.90
6	59.70	135.40	28.31
7	61.00	141.05	28.38
8	59.10	130.35	28.82
9	58.90	132.32	28.20
10	58.70	131.52	28.18
Α	VERAGE DECELERA	28.36 ft/s ²	

OVERALL AVERAGE DECELERATION RATE:	28.64 ft/s²
PROJECTED STOPPING DISTANCE FROM 60 mph:	135.2 feet

Evidence of severe fading?	No
Vehicle stopped in straight line?	Yes
Vehicle stopped within correct lane?	Yes

^{*}All vehicles tested are equipped with Anti-lock brakes (ABS)

Dodge Durango 5.7L AWD

TEST LOCATION: Chelsea Proving Grounds

BEGINNING TIME: 10:10 a.m.

DATE: September 16, 2023 **TEMPERATURE:** 62.2° F

Phase I

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	59.50	132.62	28.71
2	59.30	133.56	28.32
3	59.30	132.59	28.53
4	59.00	128.76	29.08
5	59.50	132.87	28.66
6	59.30	132.50	28.55
7	59.40	132.48	28.65
8	59.10	131.40	28.59
9	59.20	131.36	28.70
10	59.30	131.27	28.81
Α	VERAGE DECELERA	28.66 ft/s ²	

(One cool down lap at 45 mph)

Phase II

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	59.40	131.89	28.77
2	59.40	131.57	28.84
3	59.20	128.86	29.25
4	60.40	177.29	22.13
5	59.30	132.58	28.53
6	59.30	129.73	29.16
7	59.70	131.59	29.13
8	59.70	131.33	29.19
9	60.10	135.97	28.57
10	59.90	133.24	28.96
Α	VERAGE DECELERA	TION RATE:	28.26 ft/s ²

OVERALL AVERAGE DECELERATION RATE:	28.46 ft/s²
PROJECTED STOPPING DISTANCE FROM 60 mph:	136.1 feet

Evidence of severe fading?	No
Vehicle stopped in straight line?	Yes
Vehicle stopped within correct lane?	Yes

^{*}All vehicles tested are equipped with Anti-lock brakes (ABS)

Dodge Durango 3.6L AWD

TEST LOCATION: Chelsea Proving Grounds

BEGINNING TIME: 12:20 p.m.

DATE: September 16, 2023

TEMPERATURE: 66.7° F

Phase I

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	59.80	136.61	28.16
2	59.90	137.00	28.17
3	59.10	129.02	29.12
4	58.90	130.82	28.52
5	59.00	128.63	29.11
6	58.90	130.16	28.67
7	59.40	135.20	28.07
8	59.60	137.09	27.87
9	59.30	136.38	27.73
10	60.10	141.09	27.54
Α	VERAGE DECELERA	28.30 ft/s ²	

(One cool down lap at 45 mph)

Phase II

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	60.20	141.05	27.64
2	60.70	142.18	27.87
3	61.00	143.82	27.83
4	60.10	135.97	28.57
5	60.40	141.43	27.75
6	60.60	139.13	28.39
7	59.50	134.81	28.25
8	59.10	133.75	28.09
9	59.90	136.42	28.29
10	59.70	133.96	28.62
AVERAGE DECELERATION RATE:			28.13 ft/s ²

OVERALL AVERAGE DECELERATION RATE:	28.21 ft/s ²
PROJECTED STOPPING DISTANCE FROM 60 mph:	137.3 feet

Evidence of severe fading?	No
Vehicle stopped in straight line?	Yes
Vehicle stopped within correct lane?	Yes

^{*}All vehicles tested are equipped with Anti-lock brakes (ABS)

Ford Police Interceptor Utility 3.0L EcoBoost AWD

TEST LOCATION: Chelsea Proving Grounds DATE: Se

BEGINNING TIME: 10:40 a.m.

DATE: September 16, 2023 **TEMPERATURE:** 64° F

Phase I

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	59.70	132.55	28.92
2	60.20	139.43	27.96
3	60.20	131.85	29.56
4	60.20	131.98	29.54
5	60.20	130.55	29.86
6	60.10	129.31	30.04
7	60.10	131.76	29.49
8	60.30	130.14	30.05
9	60.10	129.01	30.11
10	60.10	136.72	28.42
Α	VERAGE DECELERA	29.40 ft/s ²	

(One cool down lap at 45 mph)

Phase II

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	60.70	127.37	31.11
2	59.50	125.22	30.41
3	60.30	129.49	30.20
4	60.10	130.01	29.88
5	60.10	132.38	29.35
6	60.30	126.34	30.96
7	60.00	127.45	30.38
8	59.90	126.60	30.48
9	60.00	124.65	31.06
10	60.00	125.73	30.80
Α	VERAGE DECELERA	30.46 ft/s ²	

OVERALL AVERAGE DECELERATION RATE:	29.93 ft/s ²
PROJECTED STOPPING DISTANCE FROM 60 mph:	129.4 feet

Evidence of severe fading?	No
Vehicle stopped in straight line?	Yes
Vehicle stopped within correct lane?	Yes

^{*}All vehicles tested are equipped with Anti-lock brakes (ABS)

Ford Police Interceptor Utility 3.3L Hybrid AWD

TEST LOCATION: Chelsea Proving Grounds DA

BEGINNING TIME: 11:30 a.m.

DATE: September 16, 2023

TEMPERATURE: 65° F

Phase I

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	59.90	134.11	28.78
2	60.10	135.39	28.70
3	60.30	134.05	29.18
4	60.00	130.57	29.66
5	59.80	133.32	28.85
6	60.40	135.67	28.92
7	59.40	130.30	29.13
8	60.00	130.02	29.78
9	60.10	131.05	29.65
10	60.20	134.95	28.89
Α	VERAGE DECELERA	29.15 ft/s ²	

(One cool down lap at 45 mph)

Phase II

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop#	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	60.1	134.37	28.91
2	59.6	127.71	29.92
3	60	128.40	30.16
4	59.8	129.69	29.66
5	60.2	134.11	29.07
6	59.4	126.56	29.99
7	60.4	133.90	29.31
8	59.9	129.63	29.77
9	60.2	130.52	29.87
10	60.8	133.15	29.86
AVERAGE DECELERATION RATE:			29.65 ft/s ²

OVERALL AVERAGE DECELERATION RATE:	29.40 ft/s ²
PROJECTED STOPPING DISTANCE FROM 60 mph:	131.7 feet

Evidence of severe fading?	No
Vehicle stopped in straight line?	Yes
Vehicle stopped within correct lane?	Yes

^{*}All vehicles tested are equipped with Anti-lock brakes (ABS)

Ford Police Interceptor Utility 3.3L AWD

TEST LOCATION: Chelsea Proving Grounds

BEGINNING TIME: 10:25 a.m.

DATE: September 16, 2023 **TEMPERATURE:** 62.8° F

Phase I

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	60.10	133.85	29.03
2	60.20	135.63	28.74
3	59.90	128.36	30.07
4	60.20	128.79	30.27
5	60.10	131.01	29.65
6	60.10	132.40	29.34
7	60.10	129.61	29.98
8	60.20	130.42	29.89
9	60.10	131.49	29.55
10	60.40	139.97	28.03
Α	VERAGE DECELERA	29.45 ft/s ²	

(One cool down lap at 45 mph)

Phase II

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	59.90	128.90	29.94
2	60.20	129.11	30.19
3	60.20	129.04	30.21
4	59.90	128.72	29.98
5	60.10	133.19	29.17
6	59.80	133.05	28.91
7	60.00	131.00	29.56
8	60.20	130.72	29.82
9	59.80	130.97	29.37
10	59.90	132.65	29.09
A۱	/ERAGE DECELERA	TION RATE:	29.62 ft/s ²

OVERALL AVERAGE DECELERATION RATE:	29.54 ft/s ²
PROJECTED STOPPING DISTANCE FROM 60 mph:	131.1 feet

Evidence of severe fading?	No
Vehicle stopped in straight line?	Yes
Vehicle stopped within correct lane?	Yes

^{*}All vehicles tested are equipped with Anti-lock brakes (ABS)

Ford F-150 Police Responder 3.5L EcoBoost 4WD

TEST LOCATION: Chelsea Proving Grounds

BEGINNING TIME: 9:52 a.m.

DATE: September 16, 2023

TEMPERATURE: 62.2° F

Phase I

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	60.00	157.94	24.52
2	59.40	153.42	24.74
3	59.60	151.14	25.28
4	60.00	154.82	25.01
5	59.70	156.82	24.45
6	60.20	160.04	24.36
7	59.90	162.61	23.73
8	59.80	165.29	23.27
9	59.60	158.99	24.03
10	59.40	162.37	23.37
Α	VERAGE DECELERA	24.28 ft/s ²	

(One cool down lap at 45 mph)

Phase II

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	59.80	153.19	25.11
2	59.50	158.46	24.03
3	59.80	161.83	23.77
4	59.50	161.42	23.59
5	59.70	162.62	23.57
6	59.70	159.76	24.00
7	59.80	158.00	24.34
8	59.70	157.98	24.27
9	59.70	154.59	24.80
10	59.60	153.68	24.86
AVERAGE DECELERATION RATE:			24.23 ft/s ²

OVERALL AVERAGE DECELERATION RATE:	24.25 ft/s ²
PROJECTED STOPPING DISTANCE FROM 60 mph:	159.6 feet

Evidence of severe fading?	No
Vehicle stopped in straight line?	Yes
Vehicle stopped within correct lane?	Yes

^{*}All vehicles tested are equipped with Anti-lock brakes (ABS)

BRAKE TESTING

Ford Mustang Mach-E AWD

TEST LOCATION: Chelsea Proving Grounds

BEGINNING TIME: 9:36 a.m.

DATE: September 16, 2023 **TEMPERATURE:** 59.4° F

Phase I

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	59.10	121.92	30.81
2	59.10	123.70	30.37
3	59.80	122.66	31.36
4	58.80	123.12	30.20
5	59.30	126.40	29.92
6	59.50	125.41	30.36
7	59.40	133.07	28.52
8	60.00	123.31	31.40
9	59.60	126.07	30.31
10	59.40	125.08	30.34
Α	VERAGE DECELERA	TION RATE:	30.36 ft/s ²

(One cool down lap at 45 mph)

Phase II

(Ten 60-0 mph full ABS maximum deceleration stops)

Stop #	Initial Velocity (mph)	Stopping Distance (feet)	Deceleration Rate (ft/s²)
1	59.80	126.16	30.49
2	60.50	131.57	29.92
3	59.30	130.13	29.07
4	59.20	129.28	29.16
5	59.80	132.78	28.97
6	59.30	125.67	30.10
7	59.50	134.03	28.41
8	59.40	130.95	28.98
9	59.50	126.12	30.19
10	59.70	133.77	28.66
AV	ERAGE DECELERA	TION RATE:	29.39 ft/s ²

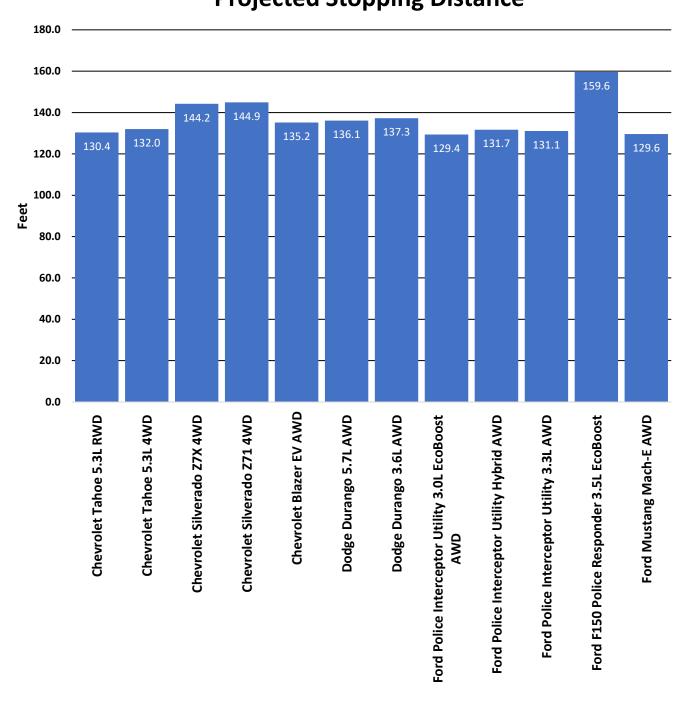
Phase III

OVERALL AVERAGE DECELERATION RATE:	29.88 ft/s ²
PROJECTED STOPPING DISTANCE FROM 60 mph:	129.6 feet

Evidence of severe fading?	No
Vehicle stopped in straight line?	Yes
Vehicle stopped within correct lane?	Yes

^{*}All vehicles tested are equipped with Anti-lock brakes (ABS)

2024 Model Year Brake Testing Projected Stopping Distance



ERGONOMICS AND COMMUNICATIONS

TESTING OBJECTIVE:

Rate each test vehicle's ability to:

- 1. Provide a suitable environment for the patrol officer in the performance of his/her assigned tasks.
- 2. Accommodate the required communications and emergency warning equipment and assess the relative difficulty of such installations.

TESTING METHODOLOGY:

Utilizing the Ergonomics and Communications Form (as seen on page 76 of this book), each category is graded on a scale from 1-10, with 1 representing

"totally unacceptable", 5 representing "average", and 10 representing "superior". The scores given are averaged to minimize personal prejudice for or against any given vehicle.

For the ergonomics portion of the form, a minimum of four officers (in this case five), individually and independently compare and score each test vehicle in several areas. These include comfort, convenience, instrumentation, and visibility.

The installation and communications portion of the evaluation is conducted by personnel from the Michigan Public Safety Communications System. The scores are given based on the relative difficulty of the necessary installations.

COMMUNICATIONS

	Chevrolet Tahoe	Chevrolet Silverado	Chevrolet Blazer EV	Dodge Durango	Ford Police Interceptor Utility	Ford F150 Police Responder	Mustang Mach-E AWD		
COMMUNICATIONS									
Dashboard Accessibility	9.33	9.84	10.00	10.00	10.00	9.56	3.67		
Trunk Accessibility	8.86	9.68	6.00	9.33	8.33	7.57	7.33		
Engine Compartment	8.33	9.67	10.00	10.00	10.00	9.00	5.00		
TOTAL SCORES	8.84	9.73	8.71	9.78	9.44	8.71	5.33		

ERGONOMICS

	Chevrolet Tahoe	Chevrolet Silverado	Chevrolet Blazer	Dodge Durango	Ford Police Interceptor Utility	Ford F150 Police Responder	Ford Mach-E
FRONT SEAT	-						
Padding	8.00	7.25	7.25	8.00	7.25	7.50	8.00
Depth of Bucket Seat	8.00	6.75	7.25	7.75	7.25	7.25	7.75
Adjustability – Front to Rear	8.50	6.25	8.00	8.25	7.50	7.50	8.25
Upholstery	8.00	7.75	8.00	8.25	7.00	7.50	8.75
Bucket Seat Design	8.25	7.00	8.00	8.25	7.50	7.50	7.75
Headroom	9.00	9.25	8.00	9.00	8.25	8.75	8.00
Seatbelts	8.25	7.50	8.00	8.00	7.75	8.00	8.25
Ease of Entry and Exit	8.50	6.50	8.25	9.00	7.75	7.00	7.25
Overall Comfort Rating	8.50	7.25	8.00	8.25	7.50	7.75	7.50
REAR SEAT							
Leg room – Front seat back	8.75	9.00	7.75	8.25	7.50	9.00	6.00
Ease of Entry and Exit	9.00	7.25	8.00	8.75	7.75	7.25	6.00
INSTRUMENTATION							
Clarity	8.25	8.50	8.00	8.50	7.25	8.50	7.75
Placement	8.25	8.25	8.25	8.50	7.50	8.25	7.50
VEHICLE CONTROLS							
Pedals, Size, and Position	8.25	8.25	7.75	8.25	7.50	8.00	7.50
Power Window Switch	8.25	8.25	8.00	8.00	7.75	8.00	7.75
Stability/Traction Control Switch	8.25	8.25	7.75	8.25	7.25	8.00	7.50
Door Lock Switch	8.25	8.00	7.75	8.00	7.75	7.75	7.75
Outside Mirror Controls	8.25	8.25	8.00	8.00	8.00	8.25	7.50
Steering Wheel, Size, Tilt Release, and Surface	8.50	8.25	8.25	8.75	7.75	8.50	7.50
Heat/AC Vent Placement and Adjustability	8.25	8.50	7.75	8.00	7.25	8.00	7.50
Trunk Release Switch	8.00	7.67	8.00	7.67	N/A	7.67	7.33
VISIBILITY							
Front (Windshield)	8.25	8.25	8.25	8.50	7.75	8.50	8.00
Rear (Back Window)	7.75	8.00	7.25	8.00	7.50	8.25	7.25
Left Rear Quarter	7.50	8.00	7.50	7.75	7.25	8.00	7.25
Right Rear Quarter	7.75	8.25	7.50	7.75	7.25	7.75	7.25
Outside Rear View Mirrors	8.50	7.75	8.00	8.00	7.75	8.00	7.25
TOTAL SCORES	8.27	7.85	7.87	8.22	7.54	7.94	7.54

FUEL ECONOMY

The respective auto manufacturers provided estimates for fuel economy as show below. This information has been certified by the Environment Protection Agency.

Vehicles	E.P	E.P.A. Miles Per Gallon			
Make/Model/Engine	City Label	Highway Label	Combined Label		
Chevrolet Tahoe 5.3L RWD	15	19	16		
Chevrolet Tahoe 5.3L 4WD	14	18	16		
Chevrolet Silverado Z7X 4WD	14	17	15		
Chevrolet Silverado Z71 4WD	14	17	15		
Chevrolet Blazer EV AWD			Not available		
Dodge Durango 5.7L AWD			TBD		
Dodge Durango 3.6L AWD			TBD		
Ford Police Interceptor Utility 3.0L EcoBoost AWD	17	22	19		
Ford Police Interceptor Utility Hybrid 3.3L AWD	23	24	24		
Ford Police Interceptor Utility 3.3L AWD	17	23	19		
Ford F-150 Police Responder 3.5L EcoBoost 4WD	16	20	18		
Ford Mustang Mach-E AWD- total range 270 miles (40 kWh/100 mi)	96	84	90		

Attachment C

		Current Mechanic	al Issues with Ford Police Interceptor® Utility fi	om October 15, 2023 to	March 26, 2024		
Unit#	Year	Odometer Miles	Description of Mechanical Issue(s)	Date Sent to Dealer for Service	In-Service Date	Cost (\$)	Notes
303	2020	51,013	Multiple Misfires in the Engine	10/24/2023	10/24/2023	\$47.40	
308*	2020	51,000	Traction/All-Wheel Drive Issue	10/24/2023	10/27/2023	Warranty	
304	2020	51,000	Water Pump; Traction/All-Wheel Drive Issue	10/30/2023	11/10/2023	Warranty	
305*	2021	30,000	Left Front CV Joint Bad/Left Front Axle Seal	11/3/2023	11/6/2023	Warranty	
332	2014	60,000	Catalytic Converter	10/25/2023	11/3/2023	Warranty	
310	2021	24,000	Axle Seals	11/14/2023	11/20/2023	Warranty	
353	2020	14,000	Warning Lights on Dashboard; Went into Limp Mode	12/5/2023	12/14/2023	Warranty	
306	2020	41,000	Check Engine Light Flashing	10/29/2023	11/14/2023	Warranty	
302	2021	17,000	Axle Seal Leak/Water Pump	3/26/2024		Warranty	At the dealer.
308*	2020	51,500	Engine Misfire	11/20/2023	1/17/2024	Warranty	
305*	2021	37,800	All-Wheel Drive Issue	12/5/2023	1/23/2024	\$58.98	
304	2020	52,400	Engine Misfire	12/5/2023	12/14/2023	Warranty	
306	2020	43,000	Engine Misfire	12/14/2023	12/15/2023	Warranty	
307	2022	19,722	Check Engine Light	1/23/2024	1/29/2024	Warranty	
332	2014	61,000	Catalytic Coverter	1/30/2024	2/5/2024	Warranty	
321	2019	63,500	Engine issues	2/7/2024	2/29/2024	Warranty	
303	2020	55,000	AWD light	2/29/2024	3/4/2024	Warranty	
351	2020	25,000	AWD light	2/26/2024	2/29/2024	Warranty	
352	2020	17,000	Bad starter/Generator	3/4/2024	3/7/2024	Warranty	
305	2021	39,000	R/F CV boot leaking	3/4/2024	3/7/2024	Warranty	Going to dealer.
ese identifed vehicles (highlighted							



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SOUTH WHITEHALL TOWNSHIP POLICE DEPT

Prepared For: LT. ERIC DOTTER

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial



PURSUIT RATED PPV ORDER BANKS ARE CLOSED. 7 BLACK INCOMING AVAILABLE.

Boith in Jene 17th





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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Quote: BUCKS COUNTY SHERIFF

Standard Equipment

Mechanical	
	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, included aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)
	Rear axle, 3.23 ratio
	Suspension Package, Premium Smooth Ride (STD)
	GVWR, 7500 lbs. (3402 kg) (4WD models only.) (STD)
	Keyless start, push button
	Automatic Stop/Start
	Engine control, stop/start system disable button, non-latching
	Engine air filtration monitor
	Fuel, gasoline, E15
	Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed (4W models only. Deleted when (NHT) Max Trailering Package is ordered.)
	Differential, mechanical limited-slip
	4-wheel drive
	Air filter, heavy-duty
	Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
	Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
	Battery, 730 cold-cranking amps with 80 amp hour rating
	Alternator, 220 amps
	Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
	Trailer sway control
	Hitch Guidance
	Suspension, front coil-over-shock with stabilizer bar
	Suspension, rear multi-link with coil springs
	Steering, power
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Exhaust, single system, single-outlet
	Mechanical Jack with tools



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ complete)

Quote: BUCKS COUNTY SHERIFF

Exterior	
	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)
	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only (STD)
	Wheel, full-size spare, 17" (43.2 cm)
	Tire, spare P265/70R17 all-season, blackwall
	Tire carrier, lockable outside spare, winch-type mounted under frame at rear
	Active aero shutters, upper
	Fascia, front
	Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)
	Assist steps, Black with chrome accent strip
	Headlamps, LED
	Lamps, stop and tail, LED
	Mirrors, outside heated power-adjustable, manual-folding, body-color
	Mirror caps, body-color
	Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
	Glass, acoustic, laminated
	Glass, windshield shade band
	Windshield, solar absorbing
	Wipers, front intermittent, Rainsense
	Wiper, rear intermittent with washer
	Door handles, body-color
	Liftgate, rear manual
Entertainment	
	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
	Audio system feature, 6-speaker system
	SiriusXM, delete
	Infotainment display, 8" diagonal touchscreen
	Bluetooth for phone personal cell phone connectivity to vehicle audio system



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Quote: BUCKS COUNTY SHERIFF

Entertainment	
	Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or deale for details.)
Interior	
	Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)
	Seat trim, cloth
	Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar
	Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar
	Seats, second row 60/40 split-folding bench, manual
	Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
	Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
	Electronic Precision Shift
	Steering column lock, electrical
	Steering column, manual tilt and telescopic
	Steering wheel, urethane
	Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these buttons can be repurposed for aftermarket emergency equipment)
	Driver Information Center, 4.2" diagonal color display includes driver personalization
	Rear Seat Reminder
	Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)
	Keyless Open includes extended range Remote Keyless Entry
	Cruise control, electronic with set and resume speed
	Theft-deterrent system, content, electrical, unauthorized entry
	USB data ports, 4 total; 2, one-type-A and one type-C located within center console and 2, one type-A and one type-C located on instrument panel
	USB charging-only ports, 4 type-C, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area Deleted when (A50) front bucket seats are ordered.)
	Window, power with driver Express-Up/Down
	Window, power with front passenger Express-Up/Down



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ complete)

Quote: BUCKS COUNTY SHERIFF

Interior	
	Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenge and rear seat occupants
	Air conditioning, rear
	Defogger, rear-window electric
	Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area
	Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel
	Mirror, inside rearview manual day/night
	Visors, driver and front passenger illuminated vanity mirrors, sliding
	Assist handles, overhead, driver and front passenger, located in headliner
	Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)
	Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the drive - and passenger-side door switch with delayed entry feature.
	Cargo management system
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Safety-Mechanical	
	Automatic Emergency Braking
	Hill Start Assist
	StabiliTrak, stability control system with brake assist, includes traction control
Safety-Exterior	
	Daytime Running Lamps, reduced intensity low beam
Safety-Interior	
	Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Front and Rear Park Assist
	Following Distance Indicator (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (

✓ Complete)

Quote: BUCKS COUNTY SHERIFF

Safety-Interior	
	HD Rear Vision Camera
	Front Pedestrian Braking (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
	Lane Keep Assist with Lane Departure Warning (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
	Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, defaulted off. Feature can be turned on in the Infotainment menu.)
	Door locks, rear child security, manual
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethe located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fol to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and help you to continue to coach your new driver
	Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)
	Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on
	3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of you properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Deleted when (UDA) vehicle deactivated communication system is ordered. OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in Terms apply. Device data connection required.)
MADDANTY	

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and

qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government,

and qualified fleet vehicles: 5 years/100,000 miles Maintenance Note: First Visit: 12 Months/12,000 Miles



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Quote: BUCKS COUNTY SHERIFF

Selected	Model	and	Options
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elected Model	and Options			
MODEL				
CODE	MODEL			MSRP
CK10706	2024 Chevrolet Tahoe 4WD 4dr Commercial			\$53,450.00
COLORS				
CODE	DESCRIPTION			
GBA	Black			
SUSPENSION PK	3			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Z56	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
EMISSIONS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	0.00 lbs	0.00 lbs	\$0.00
ENGINE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00
TRANSMISSION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
мни	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul	0.00 lbs	0.00 lbs	Inc.

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 22093, Data updated Mar 31, 2024 6:41:00 PM PDT

(Included and only available with (9C1) Police Vehicle or (5W4)

Special Service Vehicle.)



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Quote: BUCKS COUNTY SHERIFF

GVWR				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C6G	GVWR, 7600 lbs. (3447 kg) (Included and only available with (9C1) Police Package. 4WD model only.)	0.00 lbs	0.00 lbs	Inc.
XLE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GU5	Rear axle, 3.23 ratio	0.00 lbs	0.00 lbs	\$0.00
PREFERRED EQU	IPMENT GROUP			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1FL	Commercial Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00
WHEEL TYPE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (Included and only available with (9C1) Police Vehicle.)	37.00 lbs	37.00 lbs	Inc.
TIRES				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
PAINT				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GBA	Black	0.00 lbs	0.00 lbs	\$0.00
SEAT TYPE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seats, front 40/20/40 split-bench (STD)	4.00 lbs	3.00 lbs	\$0.00



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (

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Quote: BUCKS COUNTY SHERIFF

AT TRIM				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Н1Т	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$0.00
DIO				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	0.00 lbs	0.00 lbs	\$0.00

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9C1	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only) *Upon selection of this option the base price will change*	0.00 lbs	0.00 lbs	\$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$75.00



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Quote: BUCKS COUNTY SHERIFF

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSR
5J9	Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
5LO	Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
6J4	Wiring, horn and siren circuit (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$55.0
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
_	Capless Fuel Fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
J55	Brake system, heavy duty with front Brembo calipers and 16" front rotors (Included and only available with (9C1) Police Vehicle.)	3.00 lbs	0.00 lbs	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
KX4	Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
RC1	Skid plate, front (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
V03	Cooling system, extra capacity (Included and only available with (9C1) Police Vehicle or (NHT) Max Trailering Package. Not included when (LM2) Duramax 3.0L Turbo-Diesel I6 engine is ordered.)	0.00 lbs	0.00 lbs	Inc.
V76	Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)	6.00 lbs	-1.00 lbs	\$50.0



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ complete)

Quote: BUCKS COUNTY SHERIFF

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
6C7	Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$170.00
7X3	Spotlamp, left-hand Not available with SEO (7X2) left and right-hand spotlamps. Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	5.00 lbs	1.00 lbs	\$800.0
	Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.)	-3.00 lbs	18.00 lbs	Inc.
V53	Luggage rack side rails, delete (Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) *CREDIT*	0.00 lbs	0.00 lbs	Inc.
WUA	Fascia, front high-approach angle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

DITIONAL E	QUIPMENT - ENTERTAINMENT			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
UDA	OnStar deactivated (does not delete Bluetooth) *CREDIT*	0.00 lbs	0.00 lbs	(\$85.00)



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (

✓ Complete)

Quote: BUCKS COUNTY SHERIFF

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSR
5J3	Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc
6E2	Fleet Calibration provides a single key with a specific code that is common to the door locks of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E8) complete vehicle fleet common key. NOTE: NOT COMPATIBLE with previous model years (Requires (AMF) Remote Keyless Entry Package. Includes (AU7) fleet common key with (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with SEO (6E8) Fleet Calibration.)	0.00 lbs	0.00 lbs	\$25.0
6N5	Switches, rear window inoperative (rear windows can only operate from driver's position.) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$57.0
6N6	Door locks and handles, inside rear doors inoperative (door can only be opened from outside) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$62.0
_	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
_	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
ATD	Seat delete, third row passenger *CREDIT*	0.00 lbs	0.00 lbs	Inc.
AX2	Key, unique Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
BCV	Lock control, driver side auto door lock disable (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ complete)

Quote: BUCKS COUNTY SHERIFF

BTV	Remote start	0.00 lbs	0.00 lbs	\$300.00
VZ2	Speedometer calibration (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

DDITIONAL E	QUIPMENT - SAFETY-INTERIOR			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
	Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

THONAL EC	QUIPMENT - SAFETY-EXTERIOR			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete deletes standard Daytime Running Lamps and automatic headlamp control features (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$50.00

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRF
	Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
VXT	Incomplete vehicle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle. Included and only available with (ATZ) rear seat delete.)	0.00 lbs	0.00 lbs	Inc.



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (

✓ Complete)

Quote: BUCKS COUNTY SHERIFF

VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Included with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package, SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package, SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.)	0.00 lbs	0.00 lbs	\$0.00
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRI



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ complete)

Quote: BUCKS COUNTY SHERIFF

Quote Worksheet

		MSRP
Base Price		\$53,450.00
Dest Charge		\$1,995.00
Total Options		\$1,559.00
	Subtotal	\$57,004.00
CHAPMAN COSTARS 013-E22-232 DISCOUNT		(\$2,851.00)
	Subtotal Pre-Tax Adjustments	(\$2,851.00)
Less Customer Discount		\$0.00
	Subtotal Discount	\$0.00
Trade-In		\$0.00
	Subtotal Trade-In	\$0.00
	Taxable Price	\$54,153.00
Sales Tax		\$0.00
	Subtotal Taxes	\$0.00
	Subtotal Post-Tax Adjustments	\$0.00
	Total Sales Price	\$54,153.00
Dealer Signature / Date	Customer Signature / Dat	Α

Dealer Signature / Date



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Quote: BUCKS COUNTY SHERIFF

Window Sticker

SUMMARY

[Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial

MSRP:\$53,450.00

Interior: Jet Black, Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

וו אי	ONS			
	CODE	MODEL		MSRP
	CK10706	[Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial		\$53,450.00
		OPTIONS		
	1FL	Commercial Preferred Equipment Group		\$0.00
	5J3	Calibration, Surveillance Mode interior lighting	Inc.	
	5J9	Calibration, taillamp flasher, Red/White	Inc.	
	5LO	Calibration, taillamp flasher, Red/Red	Inc.	
	6C7	Lighting, red and white front auxiliary dome		\$170.00
	6E2	Fleet Calibration		\$25.00
	6J4	Wiring, horn and siren circuit		\$55.00
	6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.	
	6N5	Switches, rear window inoperative		\$57.00
	6N6	Door locks and handles, inside rear doors inoperative		\$62.00
	7X3	Spotlamp, left-hand		\$800.00
	9C1	Identifier for Police Package Vehicle		\$0.00
	9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete		\$50.00
	AMF	Remote Keyless Entry Package		\$75.00
	ATD	Seat delete, third row passenger	Inc.	
	AX2	Key, unique	Inc.	
	AZ3	Seats, front 40/20/40 split-bench		\$0.00
	BCV	Lock control, driver side auto door lock disable	Inc.	



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ complete)

Quote: BUCKS COUNTY SHERIFF

BTV	Remote start		\$300.00
C6G	GVWR, 7600 lbs. (3447 kg)	Inc.	\$000.00
GBA	Black		\$0.00
GU5	Rear axle, 3.23 ratio		\$0.00
H1T	Jet Black, Cloth seat trim		\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen		\$0.00
J55	Brake system, heavy duty	Inc.	
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 250 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$0.00
MHU	Transmission, 10-speed automatic	Inc.	
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements		\$0.00
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.	
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
RC1	Skid plate, front	Inc.	
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.	
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
UDA	OnStar deactivated (does not delete Bluetooth)		(\$85.00)
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	
V03	Cooling system, extra capacity	Inc.	
V53	Luggage rack side rails, delete	Inc.	
V76	Recovery hooks, 2 front, frame-mounted, Black		\$50.00
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly		\$0.00
VXT	Incomplete vehicle	Inc.	
VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	
xcs	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.	



Dorian Jurczak | 215-518-0100 | dorian@chapmanautogroup.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete) Quote: BUCKS COUNTY SHERIFF Z56 Suspension Package, heavy-duty, police-rated. Inc. Inc. Capless Fuel Fill Inc. Exterior ornamentation delete Instrumentation, analog Inc. Theft-deterrent system, vehicle, PASS-Key III Inc. Power supply, 50-amp, power supply, auxiliary battery Inc. Power supply, 100-amp, auxiliary battery, rear electrical center Inc. Power supply, 120-amp, (4) 30-amp circuit, Primary battery Inc. Seat belts, 3-point, all seating positions Inc. Protected idle Inc. SUBTOTAL \$55,009.00 \$0.00 Adjustments Total \$1,995.00 **Destination Charge**

FUEL ECONOMY

Est City:14 (2023) MPG

Est Highway:20 (2023) MPG

Est Highway Cruising Range:480.00 mi

TOTAL PRICE

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\$57,004.00



October 6, 2023

Costars Member Price quote to all interested Police Dept's

2024 Chevrolet Tahoe PPV

Bonner Chevrolet has received updated pricing information for the upcoming 2024MY Chevrolet Tahoe Police Pursuit vehicles. Please review and once again let me know how many & color of Tahoe('s) you are requesting. I do not have build dates as of yet or allocation numbers. I will apprise everyone as I receive the updates. Please respond to me individually. Bonner Chevrolet looks forward to the acceptance of our quote by all interested parties. The pricing includes the following options: LED spotlight, remote start, rear camera mirror and 5 key fobs.

Costars Member Price: \$53,779.00**

Please be advised that in this ever-changing economic climate and considerably rising costs and delays Bonner Chevrolet regrettably will have to request a 10% deposit on all vehicle orders and the total amount is due at pickup/delivery of said vehicle.

Thank you for your time and consideration in this manner.

Victor J Daylida

Costars, Fleet, Commercial & Medium Duty Mgr.

570-287-2117 ext. 238

Costars Member # 141414

Costars Municipal Work vehicles contract # 025-E22-527 Costars Passenger Vehicles contract # 026-E22-202

Costars Emergency vehicle contract# 013-E22-215

^{**}price is plus any/all applicable taxes/tags/reg/lien/doc/transport/shipping fees or any third party upfits, vehicle will be a factory order and governed solely by General Motors production/delivery schedules and/or any third party upfitters, prices valid for 3 days on current and in stock from date of quote and/or unavailability of vehicle or equipment. All prices and specifications are subject to change by the respective manufacturer(s). ALL vehicle factory order Final pricing will be dictated at time of delivery. Any addition/deletions to specifications requires a revised quote and supersedes all previous quotes. Acceptance of this quote in no way constitutes that your order will be granted by General Motors.



Vehicle Locator

Detail Report for Customer

BONNER CHEVROLET CO., INC

694 WYOMING AVE, KINGSTON, PA, 18704

570-287-2118

Customer/Company:

undefined

Sales Consultant:

Address:

undefined

Vehicle #1: 2024 Chevrolet Tahoe	VIN/Order #	MSRP	Stock #
	DGJWG5	N/A	N/A
Additional Vehicle Information			
GM Marketing Information			

Body Style: CK10706-4WD

PEG: 1FL-Commercial / Fleet Preferred Equipment Group

Primary Color: GBA-Black

Trim: H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

Transmission: MHU-Transmission, 10sp, 10L80 Gen 2

Options: 1FL-Commercial / Fleet Preferred Equipment Group IOR-Chevrolet Infotainment, 7" Color Screen

5J0-Calibration, Front Park Assist Disable 5J1-Calibration, remote ext. lights/horn disable

(SEO)

5J3-Calibration, Surveillance Mode Int. Lighting

(SEO)

5J9-Calibration, Taillamp Flasher, Red/White (SEO)

5LO-(SEO) Calibration, taillamp flasher, Red/Red 5T5-Seat Trim Override, Front Cloth/Rear Vinyl

ŠY1-Śeats, Driver/Pass Front Individual, No Console NE1-CT/MAJMD/ME/NJ/NY/OR/PA/RI/VT/WA (SEO)

6C7-(SEO) Lighting, Red/White front, aux dome 6J3-(SEO) Wiring - Grille Lamp and Speakers 6J4-(SEO) Wiring - Horn/Siren Circuit

6J7-(SEO) Flasher System, Headlamp and tailamp 6N5-(SEO) Rear Window Switches, Inoperative

6N6-(SEO) Rear Door Locks, Inoperative 7X3-(SEO) Spotlamp, Left-hand LED

9C1-Policé Package A2X-Power Seat Adjuster (Driver's Side) AMF-Remote Keyless Entry Package AT6-Seat, 2nd row 60/40 Bench, manual ATD-Seat Delete: Third Row

ATH-Keyless Open & Keyless Start

AY0-Airbags-frontal, front seat side-impact and roof-

AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature BCV-(SEO) Calibration, Rear Door Auto Lock

Disable

BG9-Floor Covering: Rubberized Vinyl, Black

BTV-Remote Engine Starting Pkg

BVE-Assist Steps, Black C6G-GVW Rating 7600 Lbs

CJ2-Climate Control, Electronic - Multi-zone

CWA-Rear Camera, Mirror Washer DLF-Mirrors, O/S: Power, Heated

DRZ-Rear Camera Mirror, Inside Rear View, Auto Dimming

GBA-Black

GU5-Rear Axle: 3.23 Ratio

H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

K34-Cruise Control

KC4-Cooler, Engine Oil KI4-120 Volt Electrical Receptacle, In Cab

KNP-Transmission Cooling System

KX4-Alternator, 250 AMP

L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel

MHU-Transmission, 10sp, 10L80 Gen 2

N37-Steering Column, Manual Tilt & Telescoping

Emissions

PXT-Wheels: 20" Steel

R6J-Ship Thru Code Acknowledgement

RC1-Skid Plate

RNQ-Wheel, 20" Full size spare, steel

T8Z-Buckle-To-Drive

TB4-Liftgate, Rear, manual

U2J-SiriusXM Satellite Radio, Delete UD5-Parking Assist, Front & Rear Sensors UDA-Communication system, deactivated UK3-Radio Controls -Steering Wheel

UT7-(SEO) Ground studs, aux, cargo area inside liftgate

UTJ-Theft Protection System, Unauthorized Entry

UVB-Rear Vision Camera, HD V03-Cooling system, extra capacity V53-Luggage rack side rails - none

V76-Recovery Hooks

VPV-Ship thru charge: Kerr Industr., Arlington, TX

VQ1-Holdback, Fleet Dealer Assistance

WUA-Fascia, Front, custom

WX7-(SEO) Wiring provisions, Auxiliary speaker XCS-TIRE ALL 275/55R20 SL 113V BW AL3 VAR1

YK6-SEO Processing Option Z56-CHASSIS PACKAGE POLICE CONVERSION

Z82-Trailering Package

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.



Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial









FLEET DEPARTMENT



Standard Equipment

echanical	
	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)
	Rear axle, 3.23 ratio
	Suspension Package, Premium Smooth Ride (STD)
	GVWR, 7500 lbs. (3402 kg) (4WD models only.) (STD)
	Keyless start, push button
	Automatic Stop/Start
	Engine control, stop/start system disable button, non-latching
	Engine air filtration monitor
	Fuel, gasoline, E15
	Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed (4WD models only. Deleted when (NHT) Max Trailering Package is ordered.)
	Differential, mechanical limited-slip
	4-wheel drive
	Air filter, heavy-duty
	Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
	Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
	Battery, 730 cold-cranking amps with 80 amp hour rating
	Alternator, 220 amps
	Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
	Trailer sway control
	Hitch Guidance
	Suspension, front coil-over-shock with stabilizer bar
	Suspension, rear multi-link with coil springs
	Steering, power
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Exhaust, single system, single-outlet

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Data Version: 20893. Data Updated: Feb 22, 2024 6:40:00 PM PST.



Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ complete)

Mechanical	
	Mechanical Jack with tools
Exterior	
	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)
	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only. (STD)
	Wheel, full-size spare, 17" (43.2 cm)
	Tire, spare P265/70R17 all-season, blackwall
	Tire carrier, lockable outside spare, winch-type mounted under frame at rear
	Active aero shutters, upper
	Fascia, front
	Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)
	Assist steps, Black with chrome accent strip
	Headlamps, LED
	Lamps, stop and tail, LED
	Mirrors, outside heated power-adjustable, manual-folding, body-color
	Mirror caps, body-color
	Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
	Glass, acoustic, laminated
	Glass, windshield shade band
	Windshield, solar absorbing
	Wipers, front intermittent, Rainsense
	Wiper, rear intermittent with washer
	Door handles, body-color
	Liftgate, rear manual
Entertainment	
	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
	Audio system feature, 6-speaker system
200	SiriusXM, delete
	Infotainment display, 8" diagonal touchscreen

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Entertainment	
	Bluetooth for phone personal cell phone connectivity to vehicle audio system
	Wireless Apple CarPlay/Wireless Android Auto
	Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or dea for details.)
nterior	
	Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)
	Seat trim, cloth
	Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar
	Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar
	Seats, second row 60/40 split-folding bench, manual
	Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
	Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
	Electronic Precision Shift
	Steering column lock, electrical
	Steering column, manual tilt and telescopic
	Steering wheel, urethane
	Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these buttons can be repurposed for aftermarket emergency equipment)
	Driver Information Center, 4.2" diagonal color display includes driver personalization
	Rear Seat Reminder
	Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)
	Keyless Open includes extended range Remote Keyless Entry
	Cruise control, electronic with set and resume speed
	Theft-deterrent system, content, electrical, unauthorized entry
	USB data ports, 4 total; 2, one-type-A and one type-C located within center console and 2, one type-A and one type-C located on instrument panel
	USB charging-only ports, 4 type-C, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area Deleted when (A50) front bucket seats are ordered.)

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Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ complete)

Interior	
	Window, power with driver Express-Up/Down
	Window, power with front passenger Express-Up/Down
	Windows, power with rear Express-Down
	Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenge and rear seat occupants
	Air conditioning, rear
	Defogger, rear-window electric
	Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area
	Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel
	Mirror, inside rearview manual day/night
	Visors, driver and front passenger illuminated vanity mirrors, sliding
	Assist handles, overhead, driver and front passenger, located in headliner
	Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)
	Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the drive - and passenger-side door switch with delayed entry feature.
	Cargo management system
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Safety-Mechanical	
1 1 1 1 1 1	Automatic Emergency Braking
	Hill Start Assist
	StabiliTrak, stability control system with brake assist, includes traction control
Safety-Exterior	
	Daytime Running Lamps, reduced intensity low beam
Safety-Interior	
	Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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Safety-Interior	
	OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Front and Rear Park Assist
	Following Distance Indicator (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
	HD Rear Vision Camera
	Front Pedestrian Braking (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
	Lane Keep Assist with Lane Departure Warning (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
	Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, defaulted off. Feature can be turned on in the Infotainment menu.)
	Door locks, rear child security, manual
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethe located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fo to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and help you to continue to coach your new driver
	Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)
	Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on
	3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of yo properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Deleted when (UDA) vehicle deactivated communication system is ordered. OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in Terms apply. Device data connection required.)

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WARRANTY

Basic Years: 3

Basic Miles/km: 36,000 Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and

qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government,

and qualified fleet vehicles: 5 years/100,000 miles Maintenance Note: First Visit: 12 Months/12,000 Miles

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Selected	Model ar	nd Options
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MODEL	ouer and Options	
CODE	MODEL	MSRP
CK10706	2024 Chevrolet Tahoe 4WD 4dr Commercial	\$53,450.00
COLORS		
CODE	DESCRIPTION	
GAZ	Summit White	
SUSPENSION	I PKG	
CODE	DESCRIPTION	MSRP
Z56	Suspension Package, heavy-duty, police-rated.	Inc.
EMISSIONS		
CODE	DESCRIPTION	MSRP
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00
ENGINE		
CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8	\$0.00
TRANSMISSI	ON	
CODE	DESCRIPTION	MSRP
MHU	Transmission, 10-speed automatic	Inc.
GVWR		
CODE	DESCRIPTION	MSRP
C6G	GVWR, 7600 lbs. (3447 kg)	Inc.
AXLE		
CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio	\$0.00

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CODE	DESCRIPTION	MSRP
1FL	Commercial Preferred Equipment Group	ATTACAS AND
IFL	Commercial Preferred Equipment Group	\$0.00
WHEEL TYP		
CODE	DESCRIPTION	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.
TIRES		
CODE	DESCRIPTION	MSRP
xcs	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.
PAINT		
CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00
SEAT TYPE		
CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench	\$0.00
SEAT TRIM		
CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00
RADIO		'. A
CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen	\$0.00
ADDITIONAL	EQUIPMENT - PACKAGE	
CODE	DESCRIPTION	MSRF
9C1	Identifier for Police Package Vehicle	\$0.00
AMF	Remote Keyless Entry Package	\$75.00

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CODE	DESCRIPTION	MSRP
5J9	Calibration, taillamp flasher, Red/White	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.
	Capless Fuel Fill	Inc.
J55	Brake system, heavy duty	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.
KX4	Alternator, 250 amps	Inc.
RC1	Skid plate, front	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.
V03	Cooling system, extra capacity	Inc.
V76	Recovery hooks, 2 front, frame-mounted, Black	\$50.00
DITIONAL	EQUIPMENT - EXTERIOR	
CODE	DESCRIPTION	MSRP
6C7	Lighting, red and white front auxiliary dome	\$170.00
7X3	Spotlamp, left-hand	\$800.00
	Exterior ornamentation delete	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.
V53	Luggage rack side rails, delete	Inc.
VK3	License plate front mounting package	\$0.00
WUA	Fascia, front high-approach angle	Inc.
DITIONAL	EQUIPMENT - ENTERTAINMENT	75/-1
CODE	DESCRIPTION	MSRP
UDA	OnStar deactivated (does not delete Bluetooth)	(\$85.00

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Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ complete)

CODE	DESCRIPTION	MSRP
5J3	Calibration, Surveillance Mode interior lighting	Inc.
5T5	Seats, front cloth and second row vinyl	\$0.00
6E2	Fleet Calibration	
		\$25.00
6N5	Switches, rear window inoperative	\$57.00
6N6	Door locks and handles, inside rear doors inoperative	\$62.00
	Instrumentation, analog	Inc.
	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.
	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.
	Power supply, 50-amp, power supply, auxiliary battery	Inc.
	Theft-deterrent system, vehicle, PASS-Key III	Inc.
ATD	Seat delete, third row passenger	Inc.
AX2	Key, unique	Inc.
BCV	Lock control, driver side auto door lock disable	Inc.
BTV	Remote start	\$300.
DRZ	Rear Camera Mirror, inside rearview auto-dimming	\$475.00
UN9	Radio Suppression Package, with ground straps	\$95.00
VZ2	Speedometer calibration	Inc.
DDITIONAL	EQUIPMENT - SAFETY-INTERIOR	
CODE	DESCRIPTION	MSRP
	Seat belts, 3-point, all seating positions	Inc.
CWA	Rear Camera Mirror Washer	Inc.
DDITIONAL	EQUIPMENT - OTHER	
CODE	DESCRIPTION	MSRP
	Protected idle	Inc.
VXT	Incomplete vehicle	Inc.

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Data Version: 20893. Data Updated: Feb 22, 2024 6:40:00 PM PST.



Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ complete)

	Options Total	\$2,024.00
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	\$0.00
CODE	DESCRIPTION	MSRP
SHIP THRU	CODES	

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ complete)

Price Summary

PRICE SU	MMARY	
	10	MSRP
	Base Price	\$53,450.00
	Total Options	\$2,024.00
7.7	Vehicle Subtotal	\$55,474.00
	Destination Charge	\$1,995.00
	Grand Total	\$57,469.00

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (

✓ Complete)

Quote Worksheet

		MSRP
Base Price		\$53,450.00
Dest Charge		\$1,995.00
Total Options		\$2,024.00
	Subtotal	\$57,469.00
Discount as per COSTARS 013-E22-264		(\$4,469.00)
	Subtotal Pre-Tax Adjustments	(\$4,469.00)
KML Transport Patrol Upfit		\$23,093.57
	Subtotal Upfit	\$23,093.57
Trade-In		\$0.00
	Subtotal Trade-In	\$0.00
	Taxable Price	\$76,093.57
Sales Tax		\$0.00
	Subtotal Taxes	\$0.00
	Subtotal Post-Tax Adjustments	\$0.00
	Total Sales Price	\$76,093.57

53,000

Comments:

Following is our proposal to furnish and deliver one (1) "new and unused" 2024 Chevrolet Tahoe PPV. Please review and contact our office if you have any questions.

Your cost to purchase as per COSTARS 013-E22-264 is \$76,093.57. Vehicle will be filled with fuel, washed and delivered to your location.

WE ARE CURRENTLY ESTIMATING THAT 24 TAHOES WILL ARRIVE SOMETIME MAY/JUNE

Thank you for your time, and the opportunity to earn your business.

Best Regards,

Dealer Signature / Date

Customer Signature / Date

COSTARS

Pennsylvania Department of General Services

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Data Version: 20893. Data Updated: Feb 22, 2024 6:40:00 PM PST.

Feb 22, 2024

Attachment G

	Company:	SOUTH WHITEH	IALL TWSHP PD	Dealership Info	rmation	
	Contact:	LT ERIC A DOT	ΓER	AL SCHOCK		
	Address:	4444 WALBERT	AVE	L.B. SMITH FORD LINC	OLN	
	City, State, Zip:	ALLENTOWN, P	A. 18104	1100 MARKET STREET		
	Phone #:	610.398.0337		LEMOYNE, PA. 17043		
	Cell #:	610.295.2340		Office #: (717) 761-	6700 X 3213	
	Fax #:			CELL 717.816	5.5161	
	Email Address:	EAD@SWTPD.C)RG			
		CO ST	ARS APPROVED	Prepared by:	ALS 4.2.2	4 REVISED
		0	26-E22-178			
		V		CTO CI		NO
				STOCK		NO
# Units:	1	100		FACTORY ORDER	YES	
Year:	2025			LOCATE	NO	
Fac	ctory Codes		Standard Featt	ıres - Description		Price
Body:	K8A	4 DR AWD EXP	LORER POLICE INTERC			\$51,555.00
Engine:	3.0L	ECOBOOST				\$31,333.00
Tranis:	3.02	10 SPEED AUTO	TRANS			
Pep Pack:	500A	200, 220, 1010				
Whibase:	55071	119				
Ext. Color		OXFORD WHITE				
Int. Color			SEATS VINYL REAR			
		Additional Fact	ory Options Included	In Pricing		Price
ROAD REA	DY PKG					11100
a response in the c	PRESSON CABLES					
DRV LED S	N. Williams Control Control Control					
RR DR / LK	1 (2 E 6 M _ 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1					
	,					
72/100,00	O PREMIUM CARE	WARRANTY \$ 0.	00 DEDUCTABLE			\$3,285.00
DELIVERED	TO YOUR LOCATI	ON WITH MUNICI	PAL TAG NO CHARGE			
SUGGESTE	D OPTIONS NOT I	NCLUDED IN PRIC	<u>ING</u>			
-						
	-		Tot	tal Cost of Vehicle		\$54,840.00
	SM		Selli	ing Price of vehicle		
				elling Price per Vehic	le	\$0.00
To	rd LIN	COLN	1 Otal SC	ming Trice per venic		Ş0.00
Customer	Approval			Date:		
Dealershi	p Acceptance			Date:		
		ž.				

Attachment H

MIIRACLE FORD

ford

117 South Greenwood Street

Tamaqua, PA 18252

PH: 272-276-2458

			Quote 4124
То:	South Whitehall Township	Date:	4/1/204
	LT Eric Dotte	Stock # Ro	#
1	ead@swtpd.org		
Salespersor	n: Barry Messerschmidt		
VIN			
QTY	Description	Unit Price	Line Total
1	2025 Police Interceptor Utility AWD Base (K8A) Turbo	\$48,996.39	\$48,996.39
	Spec attached		\$0.00
			\$0.00
			\$0.00
1	Preminum Care 72 month 100,000 Miles \$100 deduct	\$3,200.00	\$3,200.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Costore		Additions Total	\$52,196.39
COStars #	013-E23-304 EMERGENCY RESPONDER VEHICLES	Subtotal	
	025-E23-611 MUNICIPAL WORK VEHICLES 026-E23-243 PASSENGER VEHICLES	Total	ćr2 10C 20
	012 -E24-360 EMERGENCY RESPONDER EQUIPMENT & SUPPLIES		\$52,196.39
	112 -E24-300 EMERGENCI RESPONDER EQUIPMENT & SUPPLIES	Deposit Final Total	\$0.00
		Final Total	\$52,196.39
	Invoice Accepted:	Please make all ch MIRACLE 117 south Gro Tamaqua, PA 18252 to Attn: Fl	E FORD eenwood St. 2 Mail
	Rottet Representative: Barry Messerschmidt Please sign and date.	to Atti. Fi	out dates

NOTE: Signing of this invoice is an agreement by the purchaser that they are accepting the vehicle along with the upfit items as they agreed to and have reviewed the vehicle for proper operation of all equipment. Purchaser understands that any changes made after signing of the invoice is the customers responsibility. All parts are subject to their manufacturers warranty and no labor is covered by any warranty. Initial: ________.

Costars Contract # 13 Vendor # 013-196

P72-1-F4 Original Issue Date: 1/12/12

Revision: 1

Revision Date: 01/03/2020



Prepared by: JOAN ROTTET 02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

Selected Equip & Specs

Dimensions

• Conventional Capacity: 5,000 lbs. • Vehicle body length: 198.8" • Vehicle body width: 82.6" • Vehicle body height: 69.3" • Wheelbase: 119.1" • Front track: 66.9" • Rear track: 66.9" • Interior rear cargo volume: 52.0 cu.ft. • Interior rear cargo volume with seats folded: 90.3 cu.ft. • Max interior rear cargo volume: 90.3 cu.ft. • Total passenger volume: 118.0 cu.ft. • Headroom first-row: 40.7" • Headroom second-row: 40.4" • Leg room first-row: 43.0" • Leg room second-row: 40.7" • Shoulder room first-row: 61.8" • Shoulder room second-row: 61.3" • Hip room first-row: 59.3" • Hip room second-row: 59.1"

Powertrain

* EcoBoost 3L V-6 gasoline direct injection, DOHC, variable valve control, twin turbo, engine with 400HP • Engine cylinders: V-6 • Spark ignition system * Horsepower: 400 HP@5500 RPM * Torque: 415 lb.-ft.@3500 RPM • Engine oil cooler • Heavy-duty radiator • 10-speed automatic • Automatic full-time AWD • All-wheel drive * Recommended fuel: premium unleaded • Easy Fuel capless fuel filler • All-speed ABS and driveline traction control • Permanent locking hub control

Fuel Economy and Emissions

· Gasoline secondary fuel type · ULEV II emissions

Suspension and Handling

Standard ride suspension
 Gas-pressurized front shock absorbers
 Gas-pressurized rear shock absorbers

Driveability

• 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Brake assist system • Hill start assist • Independent front suspension • Strut front suspension • Front anti-roll bar • Front coil springs • Independent rear suspension • Multi-link rear suspension • Rear anti-roll bar • Electric power-assist steering system • Rack-pinion steering • 2-wheel steering system

Body Exterior

• Trailer wiring harness • 4 doors • Clearcoat paint • Monotone paint • Body-coloured bodyside cladding • Black wheel well trim • Black side window trim • Black windshield trim • Black door handles • Body-coloured front bumper • Black front bumper rub strip • Front tow hook • Body-coloured rear bumper • Black rear bumper rub strip • Black grille • Black door mirrors * Exterior mirror LED spot lights • Standard style side mirrors • Convex spotter in driver and passenger side door mirrors • Conventional left rear passenger door • Conventional right rear passenger door • Liftgate rear cargo door • P255/60RW18 AS BSW front and rear tires • 18 x 8-inch front and rear black steel wheels

Convenience

• Power door locks • Keyfob activated front door locks • Power tailgate/rear door lock • Cruise control with steering wheel mounted controls • Day/Night rearview mirror • Power first-row windows • Cargo area tray/organizer • Driver foot rest • Power cargo area access release • Fixed interval rear windshield wipers • Heated rear wiper park • Rear window defroster • Fixed rear windshield • Locking glove box • 2 beverage holders • Driver and passenger door bins • Dashboard storage • Retained accessory power • PRND in IP • Trip computer

Comfort



02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

Selected Equip & Specs (cont'd)

• Automatic climate control • Dual-zone front climate control • Rear climate control system • Cabin air filter • Rear under seat climate control ducts • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Vinyl rear seat upholstery • Carpet rear seatback upholstery • Manual tilting steering wheel • Manual telescopic steering wheel • Urethane steering wheel

Seats and Trim

• Seating capacity: 5 • Bucket front seats • Driver seat with 8-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Manual reclining driver seat • Power height adjustable driver seat • Power driver seat fore/aft control • Power driver seat cushion tilt • Power reclining passenger seat • Power passenger seat fore/aft control • Fixed rear seats • Split-bench rear seat • Height adjustable rear seat head restraints • Driver seat with 2-way power lumbar • Front passenger seat with 2-way power lumbar • Cloth front seat upholstery

Entertainment Features

• 1 total number of 1st row displays • 8 inch primary LCD display • Primary touchscreen display • AM/FM stereo radio • Invehicle audio • AM radio • FM radio • Seek scan • External memory control • Speakers number: 4 • Standard grade speakers • Steering wheel mounted audio controls • Voice activated audio controls • Speed sensitive volume • Wireless audio streaming • Integrated roof audio antenna

Lighting, Visibility and Instrumentation

Metal-look instrument panel insert • Digital/analog instrumentation display • Trip odometer • In-radio display clock • Driver information center • Redundant digital speedometer • Gauge cluster display size (inches): 12.30 • Tachometer • Engine/electric motor temperature gauge • Engine hour meter • Traction battery level gauge • Deep tinted windows • Projector beam headlights • LED low and high beam headlights • Auto on/off headlight control • Multiple enclosed headlights • Variable intermittent front windshield wipers • Speed sensitive wipers • Front reading lights • Rear reading lights • Variable instrument panel light • High mounted center stop light • LED brake lights • Fade interior courtesy lights

Technology and Telematics

• Bluetooth handsfree wireless device connectivity • Smart device mirroring • Fleet Telematics Modem selective service internet access • 2 USB ports

Safety and Security

• Driver front impact airbag • Seat mounted side impact driver airbag • Curtain first and second-row overhead airbags • Passenger front impact airbag • Seat mounted side impact front passenger airbag • Airbag occupancy sensor • Passenger side knee airbag • 7 airbags • Rear seat center 3-point seatbelt • Front height adjustable seatbelts • Front seatbelt pretensioners • 2 seatbelt pre-tensioners • Vehicle tracker • Security system • BLIS (Blind Spot Information System) • Pre-Collision Assist with Pedestrian Detection • Rear Cross-Traffic Braking collision mitigation • Pre-Collision Assist with Pedestrian Detection • External acoustic pedestrian alert • Rear camera with washer • Electronic stability control system with anti-roll • Reverse Sensing System rear parking sensors • Manual rear child safety door locks

Dimensions

General Weights



02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

Selected Equip & Specs (cont'd)	
* Curb weight 4,755 lbs.	* GVWR 6,500 lbs.
Payload 1,670 lbs.	
Trailering Weights	
Conventional capacity 5,000 lbs.	
Off Road	
* Min ground clearance 7.2"	Loading floor height 30.9 "
Approach angle 19.3	Departure angle 21.4
Exterior Measurements	
Vehicle body length 198.8'	Vehicle body width 82.6"
Vehicle body height 69.3'	THE PARTY OF THE P
Front track 66.9'	Rear track 66.9"
Interior Measurements	
Interior rear cargo volume 52.0 cu.ft.	
Interior cargo area max width 47.9	Interior rear cargo volume with seats folded 90.3 cu.ft.
Length to rear seat 46.2 "	
Interior Volume	
Total passenger volume 118.0 cu.ft.	
Headroom	
Headroom first-row 40.7"	Headroom second-row 40.4"
Legroom	
Leg room first-row 43.0"	Leg room second-row 40.7"
Shoulder Room	
Shoulder room first-row 61.8"	Shoulder room second-row 61.3"
Hip Room	
Hip room first-row 59.3"	Hip room second-row 59.1"
Powertrain	
Engine	
*Engine EcoBoost 3L V-6 gasoline direct injection, DOHC, variable valve control, twin turbo, engine with 400HP	Valves per cylinder 4
Engine cylinders V-6	
Ignition Spark ignition system	Engine mounting direction Longitudinal mounted engine
Engine block material Iron engine block	Cylinder head material Aluminum cylinder head

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02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

Selected Equip & Specs (cont'd)

Fn	ain	e S	ne	CS
	giii	C	PC	CO

* Displacement 3.0L *cc 183.1 cu.in. *Bore 3.36" *Stroke 3.39"

* Compression ratio 9.5 * SAEJ1349 AUG2004 compliant

Engine Power

*Horsepower 400 HP@5500 RPM *Torque 415 lb.-ft.@3500 RPM

Alternator

* Alternator amps 250A * Alternator type Regular duty alternator

Battery

Battery amps 92Ah * Battery type Lead acid battery

* Battery rating 730CCA

Engine Extras

Engine cooler Engine oil cooler Radiator Heavy-duty radiator

Transmission

Transmission 10-speed automatic Transmission electronic control Transmission

electronic control

Overdrive transmission Lock-up transmission Overdrive transmission Lock-up transmission 4.696 2.985 First gear ratio Second gear ratio Third gear ratio 2.146 Fourth gear ratio 1.769 1.275 1.52 Fifth gear ratio Sixth gear ratio 4.866 Reverse gear ratio Seventh gear ratio

Eighth gear ratio 0.854 Ninth gear ratio 0.689
Tenth gear ratio 0.636 Selectable mode transmission Selectable mode

transmission

Transmission oil cooler Transmission oil cooler

Drive Type

4WD type Automatic full-time AWD Drive type All-wheel drive

Drivetrain

* Axle ratio 3.31

Exhaust

Tailpipe Stainless steel dual exhaust

Fuel

* Fuel type premium unleaded

Fuel Tank



02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

Selected Equip & Specs (cont'd)

Capless fuel filler Easy Fuel capless fuel filler *Fuel tank capacity 21.40 gal.

Drive Feature

Traction control All-speed ABS and driveline Locking hub control Permanent locking hub

traction control control

Provisions

Provisions Police/fire provisions

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel

type

Emissions

Emissions ULEV II emissions Emissions tiers Tier 2 Bin 5 emissions

Suspension and Handling

Suspension

Suspension Standard ride suspension Front shock absorbers Gas-pressurized front

shock absorbers

Rear shock absorbers Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes Ventilated brakes Front and rear ventilated disc

brakes

ABS brakes Four channel ABS brakes ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Brake assist system Brake assist system

Front Suspension

Anti-roll bar front Front anti-roll bar Suspension ride type front Independent front

suspension

Suspension type front Strut front suspension

Front Spring

Regular front springs Regular front springs Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs Rear springs Regular grade rear springs

Rear Suspension

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02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

Selected Equip & Specs (cont's	Selected	Equip 8	& Specs	cont'd
--------------------------------	----------	---------	---------	--------

Anti-roll bar rear Rear anti-roll bar Suspension ride type rear

Independent rear

Suspension type rear Multi-link rear suspension

suspension

Steering

Steering Electric power-assist steering system Steering type number of wheels 2-wheel steering system

Steering type

Rack-pinion steering

Exterior

Front Wheels

18" Front wheels width Front wheels diameter

8"

Rear Wheels

Rear wheels diameter 18" Rear wheels width 8"

Front And Rear Wheels

black Appearance

steel Material

Front Tires

60 Aspect **BSW** Sidewalls AS Tread 255mm Width

Diameter Speed

18" W P

Rear Tires

Aspect Sidewalls Tread Width

60 **BSW** AS

255mm

Diameter Speed Type

Type

18" W

Body Exterior

Trailering

Towing capability Towing hitch

Trailer towing capability Trailer hitch

Towing class Towing wiring harness

Class III tow rating Trailer wiring harness

Exterior Features

Number of doors

4 doors

* License plate front bracket Front license plate bracket

Body

Galvanized steel and aluminum Body panels body panels with side impact beams

Mirrors

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02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

Selected Equip & Specs (cont'd)

Convex spotter Convex spotter in driver and passenger side door mirrors

Spare Tire

Spare tire Full-size spare tire with steel wheel Spare tire location Spare

Spare tire location Spare tire mounted under the cargo floor

Aerodynamics

Spoiler Rear lip spoiler

Wheels

Wheel covers Wheel hub covers

Convenience

Door Locks

Door locks Power door locks Keyfob door locks Keyfob activated front door

locks

Power tailgate/rear door lock

Cruise Control

Tailgate control

Cruise control Cruise control with steering

wheel mounted controls

Rear View Mirror

Day/Night rearview mirror Day/Night rearview

mirror

Exterior Mirrors

Door mirrors Power door mirrors Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

storage

Driver Visor

Visor driver mirror Driver visor mirror

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Cargo Features

Cargo tie downs Cargo area tie downs Cargo light Cargo area light

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02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

Selected Equip & Specs (cont'd)

Cargo Trim

Cargo floor type

Carpet cargo area floor

Trunk lid trim

Plastic trunk lid trim

Pedals

Driver foot rest

Driver foot rest

Remote Releases

Cargo access

Power cargo area access

release

Rear Windshield

Rear window defroster

Rear window defroster Fixed interval rear

Rear windshield Heated wiper area

Fixed rear windshield Heated rear wiper park

Rear windshield wipers windshield wipers

Storage

Door bins front Driver and passenger door bins

Locking glove box Glove box

Number of beverage holders 2 beverage holders

Dashboard storage

Windows Feature

Driver and passenger One-touch up window

Rear under seat ducts Rear under seat climate

one-touch up windows

Driver and passenger One-touch down window

one-touch down windows

Windows Rear Side

Second-row windows

Power second-row

Third-row windows

Dashboard storage

Fixed third-row windows

windows Miscellaneous

Trip computer

Accessory power

Trip computer Retained accessory power

PRND in IP

PRND in IP

Comfort

Climate Control

Climate control

Automatic climate control

Dual-zone front climate control

Dual-zone front

climate control

Cabin air filter

Cabin air filter

Rear climate control Rear climate control system

control ducts

Headliner

Headliner material

Cloth headliner material

Headliner coverage

Full headliner coverage

Door Trim

Door panel insert Metal-look door panel insert

Floor Trim



Manual front seat

Prepared by: JOAN ROTTET

02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

Selected Equip & Specs (cont'd)

Full vinyl floor covering Full floor coverage Floor coverage

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery Rear seatback upholstery Carpet rear seatback

upholstery

Steering Wheel

Steering wheel telescopic Manual telescopic Steering wheel material Urethane steering wheel

steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 8-way Power height Height adjustable driver seat

directional controls adjustable driver seat

Driver seat fore/aft control Power driver seat Driver seat cushion tilt Power driver seat cushion

fore/aft control

Passenger seat direction Front passenger seat Bucket front seats Split front seats

with 4-way directional controls

Reclining passenger seat Power reclining Passenger seat fore/aft control Power passenger

seat fore/aft control passenger seat

Height adjustable front Front head restraints Front head restraint control seat head restraints head restraint control

Reclining driver seatManual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat Rear seats fixed or removable Fixed rear seats

35-30-35 folding rear Folding second-row seats Rear seat direction Front facing rear seat

seats

Fold forward rear Rear seat folding position Rear head restraints Height adjustable rear seat

head restraints

restraints

seatback

Rear head restraint control Manual rear seat Number of rear head restraints 3 rear seat head

head restraint control

Lumbar Seats

Driver lumbar Driver seat with 2-way power Front passenger seat Front passenger lumbar with 2-way power lumbar

lumbar

Front Seat Trim

Front seat upholstery Cloth front seat upholstery Front seatback upholstery Vinyl front seatback upholstery

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

9



02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

Selected Equip & Specs (cont'd)

Interior Accents

Interior accents

Metal-look interior accents

Gearshifter Material

Gearshifter material

Urethane gear shifter

material

Entertainment Features

LCD Displays

Primary touchscreen display Primary touchscreen

Number of first-row LCD displays 1 total number of 1st row displays

display

display

LCD primary display size

8 inch primary LCD

Radio Features

External memory

External memory control

Seek scan

Seek scan

Speakers

Speakers

controls

Standard grade speakers

Speakers number

4

Audio Features

Steering mounted audio control Steering wheel

mounted audio controls

Voice activated audio

Voice activated audio

Speed sensitive volume Speed sensitive volume

Wireless audio streaming Wireless streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Metal-look instrument panel insert

Instrumentation

Trip odometer

Trip odometer

Instrumentation display

Digital/analog

instrumentation display

Instrumentation Displays

Speedometer Redundant digital speedometer

Driver information center center

Driver information

Clock In-radio display clock

Instrumentation Gauges

Tachometer Tachometer

Traction battery level gauge Traction battery level

gauge



12.30

Prepared by: JOAN ROTTET

02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

Selected Equip & Specs (cont'd)

Engine/electric motor temperature

Engine/electric motor temperature

gauge gauge

Engine hour meter

Engine hour meter

Instrumentation Warnings

Engine temperature warning Engine temperature

Low brake fluid warning Low brake fluid warning

Headlights on reminder Headlights on reminder

Service interval warning Service interval indicator

warning

Low fuel warning

Door ajar warning

Low fuel warning

Door ajar warning

Oil pressure warning

Oil pressure warning

Low washer fluid warning

Low washer fluid

warning

Battery charge warning Battery charge warning Key in vehicle warning Key in vehicle warning Rear cargo ajar warning Trunk warning

Gauge cluster display size (inches)

Low tire pressure warning

Tire specific low air

pressure warning

Glass

Tinted windows

Deep tinted windows

Headlights

Headlights LED low and high beam headlights Auto on/off headlight control Auto headlights

Projector beam headlights Headlight type Multiple headlights Multiple enclosed headlights

Front Windshield

Wipers Variable intermittent front windshield wipers

Speed sensitive wipers Speed sensitive wipers

Interior Lighting

Variable panel light

Variable instrument panel

Front reading lights

Front reading lights

Rear reading lights

Rear reading lights

Lights

light

Interior courtesy lights

Fade interior courtesy

LED brake lights

LED brake lights

lights High mount stop light High mounted center stop light

Technology and Telematics

Connectivity

Bluetooth handsfree wireless Handsfree device connectivity

Smart device integration Smart device mirroring

Internet Access



02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

Selected Equip & Specs (cont'd)

Internet access Fleet Telematics Modem selective service internet access

USB Ports

USB ports

2 USB ports

Safety and Security

Airbags

airbag

Front impact airbag passenger Passenger front

impact airbag

Front side impact airbag driver Seat mounted side impact driver airbag

Occupancy sensor Airbag occupancy sensor

Number of airbags 7 airbags

Knee airbag Passenger side knee airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Overhead airbags Curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point

seatbelt

Seatbelt pretensioners Front seatbelt

pretensioners

Security System

Vehicle tracker Vehicle tracker

Security system

tensioners

Height adjustable seatbelts

Seatbelt pretensioners number

adjustable seatbelts

Security system

2 seatbelt pre-

Front height

Active Driving Assistance

Blind spot BLIS (Blind Spot Information

System)

Rear collision warning Rear Cross-Traffic

Braking collision mitigation

External acoustic pedestrian alert External

acoustic pedestrian alert

Forward collision warning Pre-Collision Assist with Pedestrian Detection

Pedestrian detection Pre-Collision Assist with Pedestrian Detection

Cameras

Rear camera Rear camera with washer

Traction Control

Electronic stability control Electronic stability control system with anti-roll

Parking Sensors

Parking sensors Reverse Sensing System rear parking sensors

Occupant Safety



02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

Selected Equip & Specs (cont'd) Child door locks Manual rear child safety door

locks



02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

As	Confid	aured	Vehicle
, ,,	001111	90100	

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$49,515.00
500A	Order Code 500A	N/C
99C	Engine: 3.0L V6 EcoBoost	\$950.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
NONAX	3.31 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included
153	Front License Plate Bracket	N/C
51R	Driver Only LED Bulb Spot Lamp (Unity)	\$400.00
68G	Rear-Door Controls Inoperable	\$80.00
59B	Keyed Alike - 1284x	\$50.00
425	50-State Emissions System	STD
UM_01	Agate Black	N/C
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
SUBTOTAL		\$50,995.00
Destination Charge		\$1,595.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty 96 months/100,000 miles



02/27/2024

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 25spec

As Configured Vehicle (cont'd)

Code Description MSRP

TOTAL \$52,590.00

Attachment I

Prepared for: LT. ERIC DOTTER, SOUTH WHITEHALL TOWNSHIP POLICE DEPT

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

Client Proposal

Prepared by: Dorian Jurczak Office: 215-674-3600 Quote ID: 04012024A

Date: 04/10/2024



SOUTH WHITEHALL TOWNSHIP POLICE DEPT

Prepared by: Dorian Jurczak

04/10/2024 Chapman Ford of Horsham | 1100 Easton Road Horsham Pennsylvania | 190441405



2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 04012024A

As Configured Vehicle

Code Description **MSRP**

Base Vehicle

\$49,515.00 K8A Base Vehicle Price (K8A)

Packages

N/C 500A Order Code 500A

Includes:

- GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW

- Wheels: 18" x 8" 5-Spoke Painted Black Steel

Includes polished stainless steel hub cover and center caps.

- Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Includes reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.

- Radio: AM/FM/MP3 Capable

Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.

SYNC Phoenix Communication & Entertainment System

Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.

Powertrain

\$950.00 99C Engine: 3.0L V6 EcoBoost

(148-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.

Includes

- 3.31 Axle Ratio

N/C 44U Transmission: 10-Speed Automatic

(44U)

Included **NONAX** 3.31 Axle Ratio

Included STDGV GVWR: 6,840 lbs (3,103 kgs)

Wheels & Tires

Included STDTR Tires: 255/60R18 AS BSW

Included Wheels: 18" x 8" 5-Spoke Painted STDWL

Black Steel

Includes polished stainless steel hub cover and center caps.

Seats & Seat Trim

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

SOUTH WHITEHALL TOWNSHIP POLICE DEPT

Prepared by: Dorian Jurczak

04/10/2024



Chapman Ford of Horsham | 1100 Easton Road Horsham Pennsylvania | 190441405

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 04012024A

As Configured Vehicle (cont'd	As	Configured	Vehicle	(cont'd
-------------------------------	----	------------	---------	---------

Description Code **MSRP**

Included 9 Unique HD Cloth Front Bucket Seats

w/Vinyl Rear

Includes reduced bolsters, 6-way power track driver seat (fore/aft. up/down, tilt with manual recline, 2-way power lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.

Other Options

STD PAINT Monotone Paint Application

STD 119WB 119" Wheelbase

Included STDRD Radio: AM/FM/MP3 Capable

> Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).

Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.

- SYNC Phoenix Communication & Entertainment System

Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.

N/C 153 Front License Plate Bracket

\$400.00 51R Driver Only LED Bulb Spot Lamp

(Unity)

N/C 87M 8" Rear Camera Image

In upper lefthand quadrant of display. 1/4 size picture in picture.

\$80.00 68G Rear-Door Controls Inoperable

Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.

N/C 18D Global Lock/Unlock Feature

> Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the 45-second liftgate lock release + paitro timer. Overhead liftgate button and blue liftgate release button on key fob will not have any function when pressed with this option.

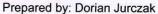
\$50.00 59B Keyed Alike - 1284x

Emissions

STD 425 50-State Emissions System

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

SOUTH WHITEHALL TOWNSHIP POLICE DEPT



04/10/2024

Chapman Ford of Horsham | 1100 Easton Road Horsham Pennsylvania | 190441405

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 04012024A

As Configured Vehicle (cont'd	As	Configured	Vehicle	(cont'd
-------------------------------	----	------------	---------	---------

Code Description MSRP

Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles

Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Exterior Color

YZ_01 Oxford White N/C
Interior Color

9W_01 Charcoal Black w/Unique HD Cloth
Front Bucket Seats w/Vinyl Rear

SUBTOTAL \$50,995.00

Destination Charge \$1,595.00

TOTAL \$52,590.00

N/C

SOUTH WHITEHALL TOWNSHIP POLICE DEPT

Prepared by: Dorian Jurczak

04/10/2024



2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 04012024A

Pricing Summary - Single Vehicle

MSRP		
		Vehicle Pricing
\$49,515.00		Base Vehicle Price
\$1,480.00		Options
\$0.00		Colors
\$0.00		Upfitting
\$0.00		Fleet Discount
\$0.00		Fuel Charge
\$1,595.00		Destination Charge
\$52,590.00		Subtotal
	ts	Pre-Tax Adjustments
MSRP	Description	Code
-\$2,629.50	CHAPMAN COSTARS 013-E23-279 DISCOUNT	13
\$49,960.50		Subtotal
	nts	Post-Tax Adjustments
MSRP	Description	Code
\$2,955.00	FORD PREMIUM CARE EXTENDED WARRANTY	0311A
	FORD WARRANTY \$0 DED.	6YEAR / 100,000 MILES FO
\$52,915.50		Subtotal
		Total

Customer Signature Acceptance Date

Emergency Vehicle Service Solutions

Name / Address	
South Whitehall Twp Police 4444 Walbert Ave Allentown, PA 18104	

Confidential Customer Quote

6 Mt. Pleasant Rd Unit D Aston, PA 19014 Phone: 484-840-8241

	Note Rep		Vehicle Type	Date	Quote #	
-		SP	Tahoe patrol	1/16/2024	2990	
Qty		Cost Ea	Total			
1	53" Federal Signal Allegiant of	lual color lighthar		1,733.20	1,733.20	
î	PF200R Siren/light controller			1,187.5	\$11 15X\$(00)0000000000000000000000000000000000	
1	OBDCABLE - Vehicle interfa			133,40		
1	SYNC- on scene vehicle sync			217.50		
1	Expansion module for lighting			258.10		
1	RUMBLER			469.80		
1	Activate headlight				0.00	
1	MicroPulse Ultra 6, Dual-Col	or, Clear lens, Surface mou	int, 12/24 VDC, Red/White	154.4	154.47	
1	MicroPulse Ultra 6, Dual-Color, Clear lens, Surface mount, 12/24 VDC, Blue/White					
2	MicroPulse Ultra 6, Dual-Color, Clear lens, Surface mount, 12/24 VDC, Red/Blue					
2	MicroPulse Ultra 6, Dual-Col	154.4	308.94			
1	MicroPulse Ultra 6, Single-Co	146.73	146.78			
1	MicroPulse Ultra 6, Single-Co			146.78	146.78	
4	MPSM6U-WIN, shroud moun			51.94	207.76	
1	MicroPulse Ultra 6, Dual-Col	154.4	154.47			
1	MicroPulse Ultra 6, Dual-Col	154.4	154.47			
1	MicroPulse Ultra 3, Single-Co	91.4:	91.45			
1	MicroPulse Ultra 3, Single-Color, Clear lens, surface mount, 12/24, Red				91.45	
1	PREEMPTION DEVICE			450.00	450.00	
1	Pushbumper 36-4045	714.7:	714.75			
1	Top channel for pushbumper			51.33	51.32	
1	CC-21TH-10122021-22 Taho	oe 2021-22 Suburban 22	" Standard console 10" slope, 12" level	570.0	570.02	
1	Console cup holders			51,9	51.97	
1	PRINTER ARMREST AC-PI	ENPRTR-CC		401.94	401.94	
1	Customer supplied Patco Trac	ker unit			0.00	
2	Customer supplied radios. Cu	stomer to supply antennas	and cables.		0.00	

Total

Signature:

Date:

Emergency Vehicle Service Solutions

Name / Address	
South Whitehall Twp Police 4444 Walbert Ave Allentown, PA 18104	

Confidential Customer Quote

6 Mt. Pleasant Rd Unit D Aston, PA 19014 Phone: 484-840-8241

						Quote #	
	SP Tahoe patrol 1					2990	
Qty	Description					Total	
2	MAGNETIC MIC RADIO MIC C	LIP			42.05	84.10	
2	ANTENNA CABLE				20.95	41.90	
1	806-960 MIRAGE ANTENNA - B	LACK			71.36	71.36	
1	150mhz Quarterwave antenna				15.00	15.00	
1	Customer supplied Patrol PC table	and keyboard				0.00	
1	CM-SD2M-SL-PTPC	•			894.82	894.82	
1	Customer supplied Watchguard Ca	mera System. Customer	to supply overhead mount for Tahoe			0.00	
1	WS-21TH-PS2021-22 Tahoe passenger side window screen, diamond-punched design (ordered separately with TAHOE single cell kit)						
1	pocket, metal/poly divider with ren	novable panel (Patent Pe on square-hole pattern w	window half cage, kick panel w/ foot nding), replacement plastic seat with (ith driver side fire extinguisher compar I-PS).	OS tment	2,777.04	2,777.041	
1	Cargoraxx electronics box with tra-	y			600.60	600.607	
1	BLAC-RAC SINGLE WEAPON,	AR15 MOUNT WITH C	OLD WIRE		577.99	577.997	
2	27001 90 DEGREE BRACKET				37.975	75.957	
1	4110-18103 SHOTGUN MOUNT				379.69	379.697	
53	Shop labor				106.88679	5,665.007	
1	Harness 27 circuit with timer				690.00	690.007	
1	INTERMOTIVE IDLE LOCK				558.29	558.297	
1	INTERMOTIVE BLACK OUT						
1	TINT FRONT 2 WINDOWS				125.00	125.007	
1	Misc electrical supplies				129.95	129.957	
1	Incoming freight				600.00	600.00	
	GRAPHICS PACKAGE				838.40	838,407	

Signature: _____

Total

Emergency Vehicle Service Solutions

Name / Address	
South Whitehall Twp Police 4444 Walbert Ave Allentown, PA 18104	

Confidential Customer Quote

6 Mt. Pleasant Rd Unit D Aston, PA 19014 Phone: 484-840-8241

u u	Note	Rep	Vehicle Type	Date	Quot	te#
Cå-L		SP	Tahoe patrol	1/16/2024	299	90
Qty		Description		Cost	Ea T	Total
1	KML Signature Seat Cover: Total Heavy duty reinforced driver's side Includes American Flag logo on se	e seat cover customized for	for your vehicle.		0.00	0.00T
	Emergency Vehicle Service Sou				.00%	0.00

Note: Typical manufacturers warranty is parts only, not to include labor. EVSS provides a one year warranty on workmanship and installation. Outside of the one year warranty, labor to replace parts is at the expense of the customer.

All EVSS supplied parts are backed by a manufacturers warranty.

THIS QUOTE IS VALID FOR SIXTY DAYS

Total

\$23,093.57

Signature:

Date:

Emergency Vehicle Service Solutions

Name / Address	
South Whitehall Twp Police 4444 Walbert Ave Allentown, PA 18104	

Confidential Customer Quote

6 Mt. Pleasant Rd Unit D Aston, PA 19014 Phone: 484-840-8241

	Note Rep Vehicle Type		Vehicle Type	Date	Quote #		
	SP PIU PATROL 1/				2989		
Qty	Description				Total		
1	53" Federal Signal Allegiant dual of	color lightbar		1,733.20	1,733.20		
1	PF200R Siren/light controller with			1,187.55	1,187.55		
1	OBDCABLE - Vehicle interface m			133.40	133.407		
1	SYNC- on scene vehicle synchron	ization unit		217.50	217.507		
1	Expansion module for lighting			258.10	258.107		
1	RUMBLER			469.80	469.807		
1	Activate headlight				0.00		
1	PLUG N PLAY TAIL FLASHER	115.35	115.357				
2	12 LED CORNER LIGHT RED/BLUE 99.9						
1	MicroPulse Ultra 6, Dual-Color, C	154.47	154.477				
1	MicroPulse Ultra 6, Dual-Color, C	154.47	154.47				
2	MicroPulse Ultra 6, Dual-Color, C			154.47	308.947		
2	MicroPulse Ultra 6, Dual-Color, C	lear lens, Surface mount,	12/24 VDC, Red/Blue	154.47	308.947		
1	MicroPulse Ultra 6, Single-Color,	146.78	146.78				
1	MicroPulse Ultra 6, Single-Color,	146.78	146.78				
4	MPSM6U-WIN, shroud mounting	53.795	215.18				
1	MicroPulse Ultra 6, Dual-Color, C	154.47	154.47				
1	MicroPulse Ultra 6, Dual-Color, C	154.47	154.47				
1	MicroPulse Ultra 3, Single-Color,	MicroPulse Ultra 3, Single-Color, Clear lens, surface mount, 12/24, Blue					
1	MicroPulse Ultra 3, Single-Color,	91.45	91.45				
1	PREEMPTION DEVICE						
1	Pushbumper			512.50	512.50		
1	Top channel for pushbumper			51.32	51.32		
1	2020+ PI Utility 18" L-Shape Con floor).	sole, 7" Slope, 11" Level	(no floor plate needed, mounts directly to	489.00	489.00		
1	Console cup holders			51.97	51.977		
1	PRINTER ARMREST AC-PENPI	RTR-CC		401.94	401.947		

Total

Signature:			
Date			

Emergency Vehicle Service Solutions

Name / Address	
South Whitehall Twp Police 4444 Walbert Ave Allentown, PA 18104	

Confidential Customer Quote

6 Mt. Pleasant Rd Unit D Aston, PA 19014 Phone: 484-840-8241

Note		Rep	Rep Vehicle Type SP PIU PATROL		Quote # 2989	
		SP				
Qty		Description		Cost Ea	Total	
1	Customer supplied Patco Tracker	unit			0.00	
2	Customer supplied radios. Customer to supply antennas and cables.				0.00	
2	MAGNETIC MIC RADIO MIC	CLIP		42.0	5 84.107	
2	ANTENNA CABLE			20.9	5 41.907	
1	806-960 MIRAGE ANTENNA -	BLACK		71.3	6 71.361	
1	150mhz Quarterwave antenna			15.0	15.007	
1	Customer supplied Patrol PC table	et and keyboard			0.00	
1	CM-SD2M-SL-PTPC			894.8	894.827	
1	Customer supplied Watchguard Camera System. Customer to supply overhead mount for Ford PIU				0.00	
1	WG-20-fduv-PS, Single window bar 140.48				8 140.487	
1	PS-20uv-sc-os-fx fire ext pocket, 1/2 cage with plastic seat and OSS belts			2,532.6	3 2,532.637	
1	Cargoraxx electronics box with tray			600.6	600.607	
1	BLAC-RAC SINGLE WEAPON, AR15 MOUNT WITH COLD WIRE			577.9	577.997	
2	27001 90 DEGREE BRACKET			37.97	5 75.957	
1	4110-18103 SHOTGUN MOUNT			379.6	379.697	
53	Shop labor			106.8867	5,665.007	
1	Harness 27 circuit with timer			690.0	690.007	
1	INTERMOTIVE IDLE LOCK			578.9	5 578.957	
1	INTERMOTIVE BLACK OUT			660.3	660.351	
1	TINT FRONT 2 WINDOWS			125.0	0 125.007	
1	Misc electrical supplies			129.9	5 129.957	
1	Incoming freight			600.0	600.00	
1	GRAPHICS PACKAGE			838.4	838.407	
1	KML Signature Seat Cover: Total	l Value \$250.00		0.0	0.007	
	Heavy duty reinforced driver's sid Includes American Flag logo on s		or your vehicle.			

Signature:	41.4		

Total

Emergency Vehicle Service Solutions

Name / Address	
South Whitehall Twp Police 4444 Walbert Ave Allentown, PA 18104	

Confidential Customer Quote

6 Mt. Pleasant Rd Unit D Aston, PA 19014 Phone: 484-840-8241

	Note	Note Rep Vehicle Type		1	Date	Quote #	
		SP	PIU PATROL	1/1	6/2024	2989	
Qty		Description		7	Cost Ea	Total	
	Municipal Exemption				0.00%	0.00	
EVSS	Emergency Vehicle Service So EVSS supplied parts are backed Note: Typical manufacturers v not to include provides a one year warranty on side of the one year warranty, la expense of the c ***THIS QUOTE IS VALID I	by a manufacturers warr varranty is parts only, labor. workmanship and instal bor to replace parts is at ustomer.	llation. Signature:				



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Police

ITEM TYPE: Motion

AGENDA SECTION: MOTIONS

SUBJECT: Motion to Proceed with Capital Purchase (rifles and associated

equipment) for South Whitehall Township Police Department

SUGGESTED ACTION:

ATTACHMENTS:

2024.04.12 - IOM-ICSB, re-Request to Purchase.pdf



MEMORANDUM FOR AGENDA ITEMS

То:	Board of Commissioners
FROM:	Interim Chief Steve Brown
DATE:	12 April 2024
SUBJECT:	Request to Purchase Patrol Rifles and Associated Equipment
Сору То:	Tom Petrucci, Township Manager

Background Information and/or Justification of Expense:

The Police Department is requesting to upgrade our patrol rifles for our vehicles better protect the officers in our department. Our current rifles, a long barrel AR-15, cannot accommodate silencers that will suppress the high decibel noise of a round leaving the barrel in an enclosed space, such as a building or vehicle. There is a documented incident with a local police department where an officer had to discharge a firearm inside of his vehicle that led to the officer losing his hearing. This is a prime example of the need for this equipment. Additionally, our officers were trained on the range in a similar situation wearing hearing protection, where they could still hear and feel the concussion of the rifle being discharged.

With the use of ARPO funds designated to the police department for body worn cameras and incar cameras that were covered by grants, we would be able to cover the expense of equipping officers with gear that will potentially save lives and diminish liability. Essentially, we could protect officers' hearing during a critical incident by suppressing the noise and reducing the chance of hearing loss, as well as the cost of liability for disability pensions.

Although the use of suppression systems and protection of hearing are not new, the technology has been tailored to law enforcement applications and has become best practice throughout the profession. Surrounding agencies have already procured short barrel rifles with silencers and equipment to suppress their noise. The South Whitehall Township Police firearms instructors and Command Staff have done their due diligence in evaluating weapons and various suppressor systems and believe that the listed combination will serve our needs effectively for the right cost. The same weapons and silencers are used by the five (5) Lehigh County emergency response teams members who are members of our department.

Action Requested:

We are requesting the Board of Commissioners approve the purchase of thirty (30) BCM CBQ rifle for \$39,300.00, as well as 30 suppressors for \$28,539.00. The total cost of \$67,839.00

would be encumbered as a part of the ARPA funds that were designated to the police department as a Capital Purchase.

Budget Line Item (if applicable): ARPA



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Community Development

ITEM TYPE: Motion

AGENDA SECTION: MOTIONS

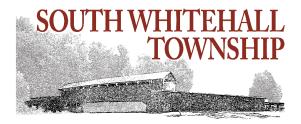
SUBJECT: Motion to Proceed with Request for Proposal for Zoning Consultant

for Jordan Valley Open Space Zoning Overaly

SUGGESTED ACTION:

ATTACHMENTS:

2024.04.17 BOC Memo - Jordan Valley Zoning Overlay RFP.pdf 2024.04.10 Request for Proposals (RFP) - SWT Open Space Zoning Overlay Ordinance.pdf



MEMORANDUM FOR AGENDA ITEMS

To:	Board of Commissioners
FROM:	Chris Strohler, AICP, Long-Range Planner
DATE:	April 17, 2024
SUBJECT:	Jordan Valley Open Space Zoning Overlay – Consultant RFP
Сору То:	T. Petrucci; H. Bender; D. Manhardt; T. Fehnel

• Background Information:

In March 2023, South Whitehall Township adopted the updated Comprehensive Plan, which guides future land use in the Township. Implementation Item Z1 of the Comprehensive Plan calls for updates to the Township Zoning Ordinance through the following actions:

- Review and update zoning districts where appropriate based on the land use plan
- Integrate Place Types when updating zoning districts
- Utilize transportation and economic impact models to evaluate impacts on potential zone changes

Over the past several months, the Township has been working with the consulting team at Houseal Lavigne to set up the web-based planning software, ArcGIS Urban, while integrating zoning and current land use conditions. This work has primarily been focused on the Jordan Valley, which is identified as the area with the highest concentration of resources to protect and has the most pressure for new development.

Using the information gathered from ArcGIS Urban, staff is prepared to initiate the development of a zoning overlay ordinance to cover the Jordan Valley. The intent of this overlay zone is to encourage options to preserve open space with development where direct land preservation isn't feasible.

The proposed goals of the Jordan Valley Open Space Overlay Ordinance are to:

- Maximize open space preservation
- Minimize impacts to local roadways
- Prioritize complimentary development patterns
- Maintain private property owner's development rights

Township staff is requesting a motion from the Board of Commissioners to release the attached Request for Proposals (RFP) to hire a professional consulting team to help prepare the Jordan Valley Open Space Overlay Ordinance. The selected consultant will be responsible for creating the ordinance text, developing design guidelines for the overlay area, and updating a land use type/place type table to accompany the ordinance. The selected consultant will also be responsible for working with Township staff to evaluate how the ordinance fulfills the above referenced goals throughout the process. This evaluation will primarily be conducted using ArcGIS Urban to test the proposed provisions of the ordinance in "real-world" scenarios.

• Action Requested:

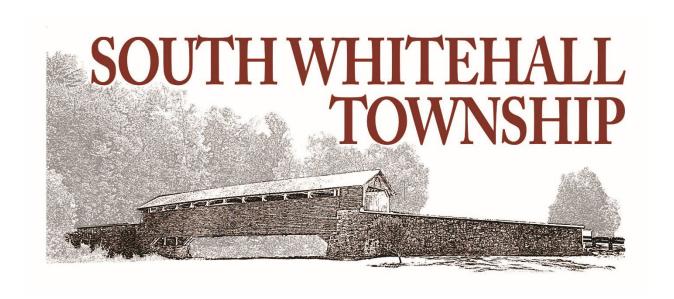
Motion of the Board of Commissioners to authorize the Township Manager and Community Development staff to release the attached Request for Proposals (RFP) for the Jordan Valley Open Space Overlay Ordinance.

• Budget Line Item(s) (if applicable):

Consulting Services 01460002-40312

• Attachments:

Draft RFP



REQUEST FOR PROPOSALS (RFP)

OPEN SPACE ZONING OVERLAY ORDINANCE

PROPOSALS DUE Friday May 17, 2024 By 4:00 PM EST

INQUIRIES

Christopher Strohler, AICP Long-Range Planner Phone: 610-398-0401 x231

Email: strohlerc@southwhitehall.com

-1- **328**

INTRODUCTION

South Whitehall Township, a First-Class Township in Lehigh County, Pennsylvania, is requesting proposals from qualified firms for a one-time contract to prepare an open space zoning overlay ordinance for the Township. This overlay ordinance will cover an approximately 5,500-acre, primarily rural area in the northern portion of the Township.

Proposals shall be submitted electronically to Christopher Strohler, Long-Range Planner no later than Friday May 17th, 2024, by 4:00 PM EST.

Proposals shall be emailed as attachments in Portable Document Format (PDF) to strohlerc@southwhitehall.com or via a downloadable link. Please contact the Township ahead of the final submittal to test any links or file share options. The Township reserves the right to reject any or all proposals not submitted appropriately by the specified deadline.

PURPOSE

South Whitehall Township is seeking the services of a consultant (or team of consultants) to undertake the preparation of an open space zoning overlay ordinance for an approximately 5,500-acre area in the northern part of the Township, referred to as the Jordan Valley.

The goals of the Jordan Valley Open Space Zoning Overlay Ordinance are to:

- Maximize open space preservation
- Minimize impacts to local roadways
- Prioritize complimentary development patterns
- Maintain private property owner's development rights

This zoning overlay ordinance should provide options to landowners and developers to better balance the preservation of open space in compliment with residential, commercial, and industrial developments in the Jordan Valley.

BACKGROUND

South Whitehall adopted its latest Comprehensive Plan in March 2023. The overarching goals of the 2023 Comp Plan are to "identify areas based on existing neighborhood, natural characteristics, and existing physical boundaries to strategically plan for potential growth that is harmonious within the identified area" and to "plan for future land use, development and redevelopment to remain within the capacity to install and maintain infrastructure in a fiscally responsible manner."

Resource protection is an important theme and focus of the 2023 Comprehensive Plan. The primary area recognized for resource protection in the Plan is the northern third of the Township, where development is sparce, but resources are densely concentrated. This area, now referred to as the Jordan Valley was identified as a unique area that residents consider a special landscape, contributing to Township's rural identity and quality of life. With limited access to public water and public sewer, a large portion of the Jordan Valley has remained undeveloped.

The Comprehensive Plan also introduced the concept of Place Types as a way to bridge the gap between land use and zoning and focus on preserving and promoting the region's sense of place. General Place Type descriptions were created for the Comprehensive Plan to help visualize their use, but more details are needed to integrate design parameters and better guide desired development patterns.

- 2 - **329**

The Jordan Valley is identified as a specific land use type in the Comprehensive Plan with the following goals:

Preserve the rural and historic character of the Jordan Valley through the following:

- Preserve natural resources and important landscapes through incentives and cooperation with landowners.
- *Enhance crossroad villages with attention to the surrounding landscape.*
- Encourage the continuation of active agriculture by allowing uses consistent with operations of working farms.
- Incentivize the utilization of Conservation Subdivisions for future land developments.

The proposed zoning overlay district will cover the entire Jordan Valley land use area and some areas designated as Industrial and Rural Residential. In addition to the resource protection goals of the Comprehensive Plan, the Township is currently working on an open space, historic, agricultural, and natural resource preservation plan, entitled *South Whitehall Landscapes*. The goals of this plan emphasize the need for permanent preservation of resources through direct land protection, ordinance revisions, and policy. This plan will also identify guidelines on the specific types and uses of open space in the Township.

SCOPE OF WORK

The selected consultant or consulting team will provide the planning services necessary to create the Jordan Valley Open Space Zoning Ordinance through the following tasks:

- 1. Coordinate directly with South Whitehall Township staff to develop the concepts and components of the ordinance.
- 2. Draft the zoning overlay ordinance structure and text.
- 3. Further Develop Place Type descriptions, including approved use types and design considerations.
- 4. Develop design guidelines and standards for the zoning overlay district.

The selected consultant will not be responsible for any mapping, GIS analysis, or related tasks. All mapping, data collection, analysis, and information needed to inform the provisions of the ordinance will be provided by Township staff.

The selected consultant will also be required to work collaboratively with Township staff (and possibly other consultants) to evaluate how the draft provisions of the ordinance fulfill the four goals of the Jordan Valley Open Space Zoning Ordinance throughout the project. This evaluation will primarily be conducted through GIS analysis conducted by Township staff but will be an important step in the ordinance development process.

CONSIDERATIONS

- The consultant will adhere to all requirements of the Pennsylvania Municipalities Planning Code (MPC) during the development of the overlay ordinance.
- All public notices, posting, administrative proceedings, etc. related to the zoning overlay ordinance adoption will be handled by the Township and not be the responsibility of the consultant.
- No public meetings, workshops, hearings, etc. will be required of the consultant as part of this scope of work.

- 3 - **330**

PROPOSAL REQUIREMENTS

Proposals shall include the following items:

1. Letter of Transmittal

- a. Primary Consulting Firm's name, mailing address, and nearest office location
- b. Primary contact person and contact information
- c. Statement that this proposal is a response to the Jordan Valley Open Space Zoning Overlay Ordinance RFP

2. Consultant Firm or Team Experience

- a. Brief overview of the firm(s)
- b. Narrative explaining the approach to the project
- c. Examples of relevant work and/or experience

3. Key Personnel

- a. Project Team organizational chart with assigned project manager
- b. Anticipated roles of all personnel assigned to the project
- c. Resumes/Experience Summaries for all relevant personnel

4. Timeline

a. Proposed project schedule. South Whitehall Township would prefer to have the ordinance in draft form before the end of 2024. To keep on pace, bi-weekly meetings with Township staff are encouraged.

5. Price Proposal

EVALUATION CRITERIA

Proposals will be reviewed by an evaluation committee comprised of Township Staff. In order of importance, staff will evaluate proposals based on the following criteria:

- 1. Documented experience in open space/conservation-based zoning
- 2. Experience in Pennsylvania with the Pennsylvania Municipalities Planning Code (MPC)
- 3. Creativity and innovation in new techniques and ideas, with an understanding of real-world practicality
- 4. Project Schedule
- 5. Cost

SUMMARY

South Whitehall Township is encouraged to work with experienced, innovative firms to develop this overlay ordinance to fulfill the open space preservation goals of the South Whitehall Township Comprehensive Plan and *South Whitehall Landscapes* Plan.

South Whitehall Township reserves the right to interview any or all the applicants submitting a proposal, although decisions may be made on the proposal alone. Additionally, the Township reserves the right to request clarifying information from the Proposer after submission of the proposal. South Whitehall Township reserves the right to reject any or all proposals, regardless of cost.

Questions on the proposal or submission requirements may be directed to:

Christopher Strohler, AICP Long-Range Planner

Phone: 610-398-0401 x231

Email: strohlerc@southwhitehall.com

LINKS

2023 South Whitehall Township Comprehensive Plan Pennsylvania Municipalities Planning Code (MPC)

- 4 - **331**



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Administration

ITEM TYPE: Correspondence/Informational

AGENDA SECTION: CORRESPONDENCE AND INFORMATION ITEMS

SUBJECT: Boards and Commissions - Informational Items / Vacancies

SUGGESTED ACTION:

ATTACHMENTS:

Upcoming Meetings and Current Vacancies.pdf



UPCOMING MEETINGS AND CURRENT VACANCIES

UPCOMING MEETINGS/EVENTS: Details posted on website.

- Saturday, April 20th, 9A-12N Earth Day Event, at CB Park
- Monday, April 22nd, 5:30P Landscape & Shade Tree Commission
- Wednesday, April 24th, 10A Pension Committee
- Wednesday, April 24th, 7P Zoning Hearing Board CANCELED
- Wednesday, May 1st, 7P Board of Commissioners

CURRENT VACANCIES ON BOARDS/COMMISSIONS:

- 1. Civil Service Commission 2 Alternate Vacancies
- 2. Zoning Hearing Board 2 Alternate Vacancies



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Community Development

ITEM TYPE: Direction/Discussion

AGENDA SECTION: DIRECTION/DISCUSSION ITEMS

SUBJECT: ArcGIS Urban System - Presentation/Discussion

SUGGESTED ACTION:

ATTACHMENTS:

2024.04.11 CD DIRECTOR - BOC Memo Houseal-Lavigne Update (003).pdf



MEMORANDUM FOR AGENDA ITEMS

То:	Board of Commissioners
From:	David Manhardt, AICP, Director of Community Development
Date:	April 11, 2024
Subject:	Houseal-Lavigne ArcGIS Urban Update
Copy To:	T. Petrucci, C. Strohler, G. Adams, T. Fehnel

Background Information:

In September 2023, South Whitehall engaged in a Professional Services Agreement with Houseal-Lavigne to configure ArcGIS Urban.

Township staff would like to update the Borad of Commissioners related to the progress and how the tool will be utilized to evaluate any proposed modifications to the Township's Zoning Ordinance.

Action Requested:

None at this time.

Budget Line Items:

Consulting Services 01460002-40312, in progress.



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2024

SUBMITTED BY: Tracy Fehnel, Finance

ITEM TYPE: Payment of Invoices

AGENDA SECTION: MOTION TO AUTHORIZE PAYMENT OF INVOICES & DISBURSEMENTS

SUBJECT: Invoices and Disbursements

SUGGESTED ACTION:

ATTACHMENTS: