

**Wednesday, July 1, 2020**  
**Board of Commissioners Meeting - 7:00 PM**

**Meeting Held Via "GoTo Meeting" (See SWT Website Link)**

**\*Agenda Packet, Recordings, & Minutes Location: [www.boarddocs.com](http://www.boarddocs.com)**

**USERNAME: swhitehall**

**PASSWORD: swtpublic**

**1. CALL TO ORDER**

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A. Roll Call Vote

**2. PLEDGE OF ALLEGIANCE**

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**3. NOTIFICATION**

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A. All public sessions of the South Whitehall Township Board of Commissioners are electronically recorded. The electronic record is kept until the minutes of the meeting are approved and destroyed if a request is not made to retain the electronic version at that time.

**4. MINUTES**

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A. June 17, 2020 - BOC Meeting Minutes - Page 3

**5. ORDINANCES**

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**6. RESOLUTIONS**

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**7. MOTIONS**

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A. Motion Requesting Permission to Award Bid for the Jordan Road Guide Rail Replacement Project - Page 17

B. Motion to Withdrawal the RFP for the Jordan Creek Greenway Project (Sections 35-45)

C. Motion to Award Phase I of the Jordan Creek Greenway Design Project - Page 21

D. UGI - Request for Waiver - Page 39

**8. CORRESPONDENCE AND INFORMATION ITEMS**

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**9. DIRECTION/DISCUSSION ITEMS**

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**10. OLD BUSINESS**

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A. Wehr's Dam - Status

B. Credit Cards - Status

**11. COURTESY OF THE FLOOR**

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**12. PAYMENT OF INVOICES**

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

**13. EXECUTIVE SESSION**

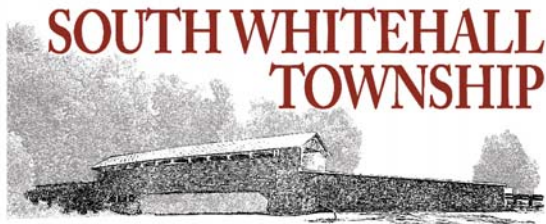
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A. Scheduled Accordingly.

**14. ADJOURNMENT**

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A. Motion to Adjourn.



**BOARD OF COMMISSIONERS**

**PUBLIC MEETING**

**AGENDA-MINUTES**

**June 17, 2020**

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

**As this is a virtual GoTo Meeting, Township Manager Renee Bickel took a Roll Call Vote for attendance purposes as follows:**

Commissioner Wolk:	HERE
Commissioner Mobilio:	HERE
Commissioner Kelly:	HERE
Commissioner Setton:	HERE
Commissioner Morgan:	HERE

Attendees: Commissioner Christina (Tori) Morgan, President  
Commissioner Diane Kelly, Vice President  
Commissioner Michael Wolk, Assist. Secretary  
Commissioner Joe Setton  
Commissioner Matthew Mobilio  
Joseph A. Zator, Twp. Solicitor, Zator Law Offices  
Anthony Tallarida, Twp. Engineer, The Pidcock Company  
Renee Bickel, Township Manager  
Randy Cope, Director of Twp. Operations  
Steve Carr, Director of Finance  
Chief Glen Dorney, SWT Police Department  
George Kinney, Director of Community Development  
Tracy Fehnel, Executive Assistant

**2. PLEDGE OF ALLEGIANCE**

**3. NOTIFICATION:** All Public sessions of the South Whitehall Township Board of Commissioners are recorded. The recording is kept and posted to boarddocs.com until the minutes of the meeting are approved. Said recording is then destroyed if a request is not made to retain the electronic version at that time.

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

**4. MINUTES**

**a. June 3, 2020 - BOC Meeting Minutes: TABLED.**

Commissioners Kelly and Wolk – They will provide to Tracy requested revisions to minutes, to be compared to recording, and brought back to BOC at the next meeting.

**b. June 10, 2020 – Joint BOC-PC Workshop Minutes:**

A MOTION was made by Commissioner Kelly, which was seconded by Commissioner Wolk to approve the June 10<sup>th</sup>, Joint BOC-PC Workshop Minutes.

Roll Call Vote taken as follows:

- Commissioner Wolk: AYE
- Commissioner Setton: AYE
- Commissioner Mobilio: AYE
- Commissioner Kelly: AYE
- Commissioner Morgan: AYE

Motion carried.

5. **ORDINANCES** – None.

6. **RESOLUTIONS** – None.

7. **MOTIONS**

a. **Motion Requesting Permission to Award Bid for the Covered Bridge Park Concrete Project**

Randy Cope, Director of Township Operations - Today we have an opportunity to rehabilitate the underutilized and dated playground equipment at Covered Bridge Park, SWT’s largest park. User expectations of equipment features have dramatically changed for playgrounds since the 1990s when the existing playground at Covered Bridge Park was installed. This project is listed as Phase A in the Covered Bridge Park Masterplan, which was adopted in February of 2014. The project is supported by a \$250,000 DCNR grant, \$350,000 of budgeted Open Space Impact Fees, and \$15,000 in local sponsorships from South Whitehall businesses and residents. As Todd Poole said last Wednesday night at the Joint BOC and PC Meeting, his firm is predicting that over the next 36 months municipal recreational facilities, like playgrounds, will see a spike in users. While South Whitehall has many beautiful playgrounds, we lack that destination-type playground, which communities currently offer. We will see an increase in residents and visitors searching for free outdoor recreational opportunities. Furthermore, there are numerous studies that show quality and modern recreational facilities lead to an increase in the length of stay one spends in a park. On top of that, there are numerous studies also showing a strong correlation between physical and mental health, and spending increased time in parks. The short of that is, the nicer and more modern our facilities continue to be, the longer our residents will spend time in the outdoors in our parks recreating and living a healthier lifestyle.

The first agenda item on tonight's docket, is a request to the BOC to award the concrete bid, which was previously approved for advertising. The bid was advertised twice in a local paper as required by law and uploaded to PennBid website. This bid included a base bid and four add alternates. So staff could stay within budget, we could eliminate parts of this bid in order to keep this project within budget. Three of these four-bid alternates are not being recommended this evening. The three not being recommended this evening are the pavilion and pavilion footers, the pavilion pad, and the concrete sidewalk stamping. The one alternate we are seeking approval for this evening is a textured stamping on the perimeter edging that surrounds the play area. We have received four proposals for this bid. Our purchasing agent has deemed T. Schiefer Contractors, Inc. to be the lowest responsive bidder and had positive feedback after doing reference checks. Staff is respectfully asking that the

BOC award the base bid and alternate #9000-0006 to T. Schiefer Contractors, Inc., for a total amount of \$103,384.00. This concluded Randy's presentation to the Board.

President Morgan – Also touched on what was discussed at our Comprehensive Plan meeting about the future parks across the entire country, the Lehigh Valley, but more importantly for us here in South Whitehall Township. They become even more important now during COVID, and post-COVID, as an essential asset to our community. So, we are very fortunate, and I see this project as just another way to better our community and the services we provide. I'm in full support and I think it's great.

Questions/Comments from BOC.

Commissioner Mobilio – Wanted to reiterate what President Morgan said, that based on our conversations at the joint meeting last week, where we unfortunately received pessimistic economic news. As Randy said, there will be increased use of these parks and free facilities. What I heard last week, the future economics of this Township and across the country are not particularly optimistic. Again, when you're providing a free service, free facilities for children and families to play, that is the best that we can do for our residents, when they are struggling to pay their bills and looking for activities and things for their children and families to do. So, I'm very happy we can move forward with this and that we voted against stalling this project months ago, and that we are still moving full steam ahead with it.

Commissioner Kelly – I do agree, I did hear Todd Poole at our joint meeting talk about free recreational facilities for people. Another thing he talked about was revenue producing ones—so I think that is something we should look at in the future. My concerns with this are not any different than the last time we voted on it. It is an interesting project, and certainly an asset to the Township. But, my concern is we have been in quarantine for the last 3 1/2 months and are in the yellow still. Our community is looking for ways to get outside and enjoy, and I have seen that. It's a timing issue for me. At this point, it is something I would not be in favor of ripping up now, taking away what we currently have for our residents to use every day. Also, we have the summer playground program going on there as well, which we don't want to disrupt. COVID certainly is the biggest disruptor of our time, and has disrupted things from weddings, graduations the last three months. I think everybody has had to learn to certainly postponed things they had planned. I know this has been in the works a long time. I keep asking myself what the hardship would be in postponing, keeping our park the way it is for the enjoyment of our residents, and looking at this again maybe next spring when things get back to normal. My second point is, and always has been, the financial cost to the Township. I know we have grant money, open space money, but obviously you are going to need PW to do a lot of this work as well, and we don't know where our budget is going to end up as far as revenue, and the effect that COVID is going to have on it. We've talked as a Finance Committee, and as a full Board, to keep a watch eye on essential spending. I question if this is the right time. I've got it at the back of my mind, we need to know what our numbers are before we spend any dollars, protecting our taxpayers from a potential tax increase at the end of the year is my number one goal when we look at whether or not we're going to spend money right now. I thank the Parks & Rec

Department for pulling this all together, but unfortunately as I said earlier, COVID has been our biggest disrupter.

Randy Cope – Commissioner Kelly, I just wanted to reiterate that this project has been meant to be constructed by our Public Works Department for over a year now. We've been fully anticipating spending time down there at the park working on this project. Access to the park will not be interrupted; it will not interfere with existing playground activities that are down there that Mike Kukitz is running for our youth. There is money specifically earmarked for this project. I understand the timing concern, but I also want to reiterate that coming out of a pandemic, this is going to be something that our residents and visitors of Covered Bridge Park will be looking for. I certainly think there's a lot of value in this project coming out of a pandemic and giving people an opportunity to re-create a quality facility where they are going to be spending a lot of additional time.

President Morgan said there is a time limit to those grants. It is not like you have an option to say that I'll look at the grant later down the road, because it might not be available, and likely will not be available especially with the reduction of funds across the state as a result of COVID. President Morgan asked Randy to touch on some the questions coming up in the chat with regard to the availability of those funds, timing for using the grant, and how long would the project take to complete.

Randy Cope, Director of Township Operations - Explained that the end for the grant is 2022. This project has been planned before I started with SWT since 2014, and has been worked into our PWs schedule—they will be participating in a significant amount of the work for this project. I go back to the public's input, I go back to all those public meetings, way before we got to where we are today, there was a need for this back then, as well as the improvements included in this project. I just didn't want to turn back the clock here—we are nearing the finish line. The finances are in place, the permit is in place, we've gone out to bid, we've done our homework. For me, it would be a disappointment to prolong this any longer. Coming out of a pandemic, I know residents and visitors will be looking for a quality facility to recreate at.

Q: Can the Grant be extended?

A: Randy explained you can file for an extension, but I don't know what type of appetite DCNR is going to have to extend a grant application right now when there are many, many viable projects throughout the Commonwealth that are fighting for these same dollars. Grants are typically good for four years. We received this in 2018. Randy did not think it would be prudent to drag this on beyond that deadline.

President Morgan said that is the biggest concern, because we may not have the availability to have the grant moving forward.

Mr. Hodges asked how much are his taxes going to increase in order to pay for this? Randy said zero. Randy said this is money from a grant and open space impact fees, that when development occurs in the Township, there is a requirement from that developer to pay the Township specific moneys that are earmarked for Parks & Recreation. This is not a general fund expenditure.

Commissioner Kelly said that PWs is doing a lot of the work for this project, so that is a budgeted item, and when we are talking big picture, and COVID impact, this is something to think about, because at the end of year when we look at our budget and monies have been spent, do we have enough to cover our expenses. Also, the parking lot that needs to be done, is that going to be open space funds?

Randy Cope – Yes, it will be open space funds. The parking lot is also going to be worked on by PW Staff, who will be doing some of the excavation, demolition, and paving of the parking areas, as well as some of the landscaping too. However, this bid in front of us is specifically for the concrete work. The longer we prolong this, I would expect these prices to be inflated. It will cost more than what it would cost today, which is something to take into consideration as a decision is made on this project.

Commissioner Kelly – If we wait until next Spring when hopefully we will be at a better place economically, as far as our Township funding, and maybe we will have a better handle on where we are as a Township revenue and expenditure wise, in Spring of 2021 these bids would still be good.

Randy Cope – That is not correct. You would have to go through the entire process again. Everything would have to be advertised and go out to bid again. These bids are only good for 60-90 days.

Steve Carr, Director of Finance - Bids are good for 60-90 days out. He said he expects that you are now seeing lower prices, because for these builders/concrete people the environment is not real good for them now, so we are probably catching this at a really good time now.

Q: How much money does the Township have to float to match the grant?

A: The money is coming from the open space fund.

Q: How long will the project take to complete?

A: Just a few months from start to finish. We hope to be done by Fall.

Commissioner Wolk – I support the project entirely. I question the timing. We don't know where we are exactly with regard to the pandemic. He said that he would like to see the amended budget showing the impact of the pandemic prior to voting yes on this.

Resident Lee Solt – How much of this money—if the concern is money to pay bills and money for the operation of SWT, how much of this money could actually go back into the budget to help pay bills, if we didn't do this project?

Randy Cope – The grant is earmarked for this specific project. Open space impact fees are earmarked for parks and recreation projects. We also raised approximate \$15,000 in sponsorships specific to this project. We hold a budget of \$610,000 for this project. It is our goal to stay under that budget. This is where the money is earmarked to go. These monies are specific to this project. For example, you cannot use grant money to fix potholes, pave roads, etc.

Resident Lee Solt – Ask Randy his thoughts with regard to possibility of starting this project in late August when the kids go back to school, since the bids are good for 60-90 days so as not to impact the use of the facility.

Randy Cope - Explained that asphalt needs certain temperatures to cure, We would really be up against time, delaying this a little bit further out with regard to the paving schedule, and temperatures of concrete curing. These are legitimate concerns. That is why we targeted a summer install date as the best time to do this, when originally planning for this project.

Commissioner Mobilio – He has been there many times, and the playground there is nothing for our residents. Most of it is an eyesore, it's a very small area to play in, you can only have a few kids on that equipment at a time. If we delay the project, then you run into issues with the parking lot—there are asphalt/concrete issues. Also, just because we may want the project done in August, doesn't mean the contractor will be able to accommodate that. Us approving the bid now, doesn't mean the contractor is starting tomorrow. Also, high school kids are not playing on the swings at CBP—it is a 3-10 years old type of playground. We are not bulldozing the entire park. They are taking down a small designated area for smaller children in order to make it better. If we delay it, there is this presumption that we might be in a better financial position next year. Maybe we won't. Let's not speculate if we are in a financial crisis. I hear a lot on fear of the future, the unknown—how about we give some hope that things will be good. The state is opening back up again. Currently there has been no plan from the commissioners who oppose this project to reduce taxes, or delay tax payments, or reduce the EIT, so this concern for taxpayers is just window dressing. The reality is that the money is there, and no one is pushing for a plan to reduce taxes, if that is really their main concern. We have a plan for this project; the money is there. There is no reason other than fear and speculation regarding finances that may never come to play. Let's do the project, while the park is already shut down in part due to COVID—it's the best time to do it.

Commissioner Setton – He feels the new playground is going to be a huge relief to the children of our community. They need it, they need it now during the pandemic. That is their joy and relief they have during these hard times. I don't think delaying it will do any good, and it is good money being spent on this project.

Commissioner Wolk - I simply advocate that we receive the finance information (amended budget due to pandemic) and then make a decision. I hope that clarifies what I meant. I would like to see where we stand right now before casting this vote.

Steve Carr, Director of Finance – To address Commissioner Wolk's question, one of the reasons we haven't brought it is because the financials have been coming in a little better than we thought they were when we took that initial look. This information will be shared when we meet at the next Finance Committee Meeting. I have no reservations doing this project from a finance perspective. This project is not the thing that would cause a tax increase to our residents. It is not costing us a lot of money. From his, staff perspective, we get this done, then we have resources in the future, people-wise, in order to deal with other



potential issues down the line. These prices will not be lower two years from now, and then we will be talking about other funds to then try and pull this off.

President Morgan – In light of discussion that we had numerous times, on the grant, the availability of the grant, the work gone into getting the grant, the grant funding, monies from the open space fund, sponsorship received, the financial impact which is little to nothing on the residents of the Township, I would like to make a MOTION that we move forward with awarding the bid for the Covered Bridge Park Concrete Project, in order to get this project underway. I feel it will be a huge asset to our community, and I fully support it. Commissioner Setton seconded the motion.

Roll Call Vote as follows:

Commissioner Wolk:	NO
Commissioner Mobilio:	YES
Commissioner Kelly:	NO – Wanted to wait until the budget was in a better situation.
Commissioner Setton:	YES
Commissioner Morgan:	YES

Motion carries.

President Morgan thanked everyone for all the hard work they have put into this project. This is the start of something great. Looking forward to hearing more about it.

**b. Motion Requesting Permission to Proceed with Purchase of Playground Equipment for Covered Bridge Park**

Randy Cope – Staff is seeking permission to purchase the necessary play equipment to complete the CBP Playground Project. Staff worked closely with the Parks & Recreation Board and three playground suppliers to generate a design that was both appealing to children ages 2-12 and within the approved budget.

Staff is recommending to proceed with purchasing the playground equipment from Playworld Systems/George Ely Associates for a total cost of \$407,096. The total cost includes installation of the equipment and would be delivered within 4-6 weeks. We are targeting early to mid-July start date for this project.

Commissioner Kelly – asked if there would be zero Township dollars spent on this project. Steve Carr explained there will be some investment of payroll, gas for equipment, it is minimal. Randy said with contractors, they will be making more money next year, and it will cost us more money next year.

Township Manager Renee Bickel – Commented that these are projects that our PW Staff enjoy working on as well.

Commissioner Mobilio - At the end of the day we will end up paying our Township Engineer and Solicitor more money than whatever we might save by delaying this project, as a result of every minute we discuss the same things over and over again and people complain about things, which is costing the taxpayers money.

Commissioner Kelly – We are elected officials, who represent our constituents, and we are allowed each to give our own opinions at these meetings on a project, whether we agreed

on them or not. I am simply voicing my concerns as a Finance Committee Member and as a Commissioner.

MOTION made by Commissioner Setton, which was seconded by Commissioner Mobilio, to move forward with the purchase of the playground equipment from Playworld Systems/George Ely Associates for a total cost of \$407,096, which includes the installation of the equipment.

Roll Call Vote as follows:

Commissioner Wolk:	NO
Commissioner Mobilio:	YES
Commissioner Kelly:	NO
Commissioner Setton:	YES
Commissioner Morgan:	YES

Motion carries.

President Morgan thanked everyone again for their hard work and gathering all the information on this project and thanked everyone for their comments.

**c. A Resolution Of The Board Of Commissioners Of South Whitehall Township Authorizing The Execution Of A Trail Easement Agreement With Stanley C. Breininger, Jeffery G. Breininger And Melodie L. Luther Providing For The Granting Of A Perpetual Trail Easement Over Lands Of Stanley C. Breininger, Jeffery G. Breininger And Melodie L. Luther Along The Jordan Creek And Further Providing For The Payment Of Consideration Thereof.**

Randy Cope – This is another project we have been working on for a year, which is in support of the Jordan Creek Greenway. This is an essential part of getting this project moving forward as well. We do have a DCNR Grant for the design/permitting of the trail from Wehr Mill Road where it starts by the boardwalk all the way up to Cedar Crest Boulevard. Easements will be required from some of the landowners, this one being the first one nearing completion of. This will permit the Township to install a 10’ wide paved trail along the Jordan Creek through the Breininger property with buffer planting on each side in cooperation with the landowners’ wishes. They have requested a compensation of \$6,000 for this easement in return to install a trail in perpetuity for all Township residents, visitors, anyone on the Greenway to access that trail through their property. This is a very standard easement document, but something that requires board approval to proceed. This is being proposed to take out of the Open Space Fund as well.

We have received the bids, currently working with DCNR on how we are going to award that here, which will come to the Board at the July 1<sup>st</sup> meeting. It was put out to bid and we received approximately eight proposals (engineering, permitting, and design). We will go through the park and up to Cedar Crest. We received a \$150,000 grant from DCNR, which is a 50% matching grant.

A MOTON was made by Commissioner Wolk, which was seconded by Commissioner Kelly, for the execution of the above-mentioned resolution authorizing the execution of a trail easement agreement with the Breiningers and Luthers.

Roll Call Vote as follows:

Commissioner Wolk:	YES
Commissioner Mobilio:	YES
Commissioner Kelly:	YES
Commissioner Setton:	YES
Commissioner Morgan:	YES

Motion carries.

## 8. **CORRESPONDENCE AND INFORMATION ITEMS**

### a. **Public Notice - Planning Commission Meeting, Thursday, June 18, 2020, 7:00 p.m. (Details for GoTo Meeting on Website.)**

George Kinney, Director, Community Development Department – Said that the Outdoor Legislation process is going very. Restaurants are coming in for approval through that process. 156 businesses were served with the information regarding this process. Turn around has been 24-hours. Township Manager Renee Bickel added that the Restaurants have been very appreciative of the process. We have received good feedback from them.

### b. **Police Chief Statistics Report**

Some stats for May – SWT PD  
 Reports for the month – 805, 74 of which were self-initiated.  
 EMS Calls – 194; UCR – 65; Arrests – 31

Chief said the officers are still out there, doing a great job during this pandemic. And, we really appreciate what they do.

### c. **Township Engineer Report – Tony Tallarida**

Hotel Hamilton and Parkland Manor have been approved. Dollar General and Blue Barn 3 moving on to construction. Other than that, things moving along consistently within the Township.

President Morgan – The Green Advisory Committee met this week. Had a great meeting. Advanced Disposal was at this meeting and gave a presentation on recycling, which will be shared back out with the public through materials which will be developed by the GAC. Mike Kukitz said this is a newly formed Committee with a lot of great minds on it, which are dedicated to how we can improve the Township environmentally. Advanced Disposal talked about the things that are put in the recycling bin—what is recycled and what is not. He said it is a fantastic committee and they look forward to great things happening on it.

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

## 10. **OLD BUSINESS**

### a. **Wehr's Dam – Status.**

Township Manager Renee Bickel explained permit is still pending with DEP. We anticipate it being several months.

Commissioner Setton – As a result of an article in the Morning Call, Commissioner Setton wanted to make it clear for the record that he doesn't believe that the fate of the Wehr's Dam has been determined. He felt that the Wehr's Dam should be considered as a historical site. He feels the Township should lead by example, and referenced the Hotel Hamilton, formerly the King George Inn, as an example, which was declared a historical site.

Commissioner Kelly – Along the same lines, asked if we have any type of historic preservation mechanism in place in SWT; if we don't, how do we go about doing this, in order to preserve areas or other structures throughout the Township for historical reasons.

The Board was in agreement that a Workshop will be scheduled to discuss this topic—in order to come up to speed with the Wehr's Dam/the fundamental information, and then discussion of options for the future, while we are waiting for the DEP approval to come in.

Commissioner Setton – Feels the Township should cherish these historical sites, whether they are registered as such or not—there are still historical sites that should be preserved.

Renee Bickel - Once we hear back from PA DEP whether they deny or approve the permit to rehabilitate the dam, that PA DEP decision will then gear the financial impact to the Township. This was actively worked on prior to this going to DEP-there is currently a five-year plan in place.

Renee Bickel will schedule a Workshop on this topic. Also, she said this might be something that can also be looked at through the CP process. We will shoot to have it face to face, perhaps in August.

**b. Campus Renovation Project**

Steve Carr – Still going by the original timeline. Currently having some issues with the soils on site, but we are working through them. They haven't taken us off schedule, nor caused us to go outside of the budget. Renee said solutions have been identified for the soil issues and we can move forward. None of the contingencies or allowances have been exhausted. Still on the original financial budget. Steve said when he gets this month's update from Boyle, he will pass on to Board.

**c. Credit Cards – Status** – Steve Carr, Director of Finance said we are still shooting for June 30<sup>th</sup>.

**11. COURTESY OF THE FLOOR - Non-agenda items.**

Attorney Joe Bubba and Mark Bahnick, Engineer were in attendance to discuss the impervious coverage requirement regarding the Zoning Ordinance. Mr. Jaffer, their client was also in attendance. *(Throughout his presentation, slides were shown, which can be seen on the recoding.)*

Attorney Bubba – Section 350.44 of the zoning ordinance addresses impervious coverage requirements for residential lots. Generally speaking, it is a graduated table. Lots from 0-5,000 SQF are permitted 100% lot coverage, and then it goes down to 75, 65, 50, 25, and 15 percent as the lots get larger. This makes sense, except when applied to certain circumstances.

The interesting thing is, as soon as you go one SQF larger than 5 acres, 217,801 SQF, the impervious allowed is 15% for 5 plus acres—you are actually permitted smaller lot coverage—32,670.

So to make this simple and while there are other exhibits, the best fix of this seems to be that you would apply the graduated table very much like the tax code.

For example, up to 5,000 SQF, you would be permitted 100%; but then when you get over 5,000 SQF, every foot over 5,000 SQF you are permitted 75%; every foot over 25,000 you are permitted 65%—just the way your taxes are paid—graduated models.

In the shaded box in the middle of the page: 5 acres 217,800 SQF with a 25% impervious, allows 54,450 SQF; but a 6.54 acre tract, which is actually what my client has, because of the 15%, if you don't do the graduated, only allows 42,725. And, you would have to go all the way up to 8.33 acres for someone to get the same impervious coverage. But if you do the marginal rates, just like the marginal tax bracket, that's what is shown below. The one in blue, the marginal impervious coverage, that takes the percentages, and it demonstrates on a 6.54 acre tract that 81,000 SQF of impervious would be permitted. I believe staff supports this proposal. It effectively fixes something that is in the zoning ordinance right now. I think it would be subject to challenge otherwise, because lots that end up being larger, sometimes significantly larger, have less impervious coverage permitted.

Engineer Mark Bahnick said the parcel in question, is a 6 1/2 acre parcel. The applicant is trying to build one single-family house on this property, and that doesn't work based on the buy-range ordinance application. However, it does work based on the marginal tax concept that Attorney Bubba discussed. The other thing that is kind of strange about the ordinance is that you're allowed to have a lot more impervious with a smaller lot, though on this single property that we're hoping to build a single house on, the other option the applicant would have per the ordinance, is not to build one house, but in fact to build eight houses, and put a cul-de-sac in, and build eight houses on this one property. That would be by code based on the current ordinance. If you would do this, you would end up with half the property being developed and impervious vs. about 28% if you build a single family house on the property. So just one more example of how the current range application of the ordinance kind of moves people to make decisions that may not be in the best interest of the public.

Attorney Bubba went on to say that, while we are showing you this as an example that impacts our particular client, we're not asking this board to approve anything related to this

one individual client. We are just asking this Board to move ahead with a modification to the zoning ordinance to fix the concept and then we would proceed to PC & ZHB.

George Kinney explained that this came before the ZHB last week and they were asking for a variance from impervious surface coverage. The ZHB chose not to approve that, but suggested to the applicant that they consider approaching the BOC for a text modification to accommodate what they were looking for. We (Staff) are neutral in this. We are not saying we support/do not support. We have not looked at it in depth. I know that Gregg has over the years been looking for ways to modify the impervious coverage requirements and he does have some options for consideration if the Board thinks it is appropriate to send it back down to the PC for their consideration.

Commissioners Wolk and Kelly both requested the transcript from the ZHB in order to review. Commissioner Mobilio is not so much interested in the transcript, but the legislative history as to why this ordinance is the way it is. Before a change is made, he would like to know why it existed in the first place. The Board was in agreement that they did not have the information they needed in order to make a decision this evening on this matter. He would like to have this on another meeting as well in order to further vet this out.

President Morgan said that all that was just discussed, is part of the process. We as a Board are not agreeing to anything this evening. All that is being asked is will we agree to push this to the PC to allow this to be vetted by PC. PC does not make the final decision either. We, as a Board do. What will happen is that all the questions that have been brought up, all the background information being requested, all that is figured out and vetted through this process to determine whether or not an ordinance revision is justified. At the end of the day, and you have heard me say it a lot, it is part of the process. I believe we need to let the process play out. We pass it on to Staff and Planning. See if this is a justifiable change to our ordinance. Everything that came up in Zoning will be rehashed and talked about as part of this. We can be gathering information as well. But, to stop it at our level, because we do not know the end game—of course we do not know the end game, we don't know what we are going to vote at the end of the day. We don't know because we don't have all the details. So, we need to allow it to go through the process, so we can get all that information—allow the boards and commissions we have in place do what they do best, and our Staff. That is truly how the process works.

Attorney Bubba said he would suggest at this point, since this is being presented as COF, that is exactly what it is, COF to allow us to explain this; but, it is also the courtesy of allowing the process to move forward. If we need to delay it at this point, gather all that information, we effectively will try this case next month in front of you, go to Planning Commission, and then try this case in front of you once again. So, I believe your role right now is simply, respectfully, to say thank you for presenting this. We'll see you in a couple of months. I believe that is the process. If this were an absolutely ridiculous non-starter, I think that your Staff, rather than saying we are neutral, would say there has been a whole lot of thought behind the model that is in place right now, and we don't want you to approve this, we are

going to fight it at Planning Commission, and we will fight it when it comes back in front of the BOC. He said that he feels the neutrality at this time is because this is the first time they are seeing the impact of the graduated numbers that had been used.

Attorney Zator said it is discretionary if the BOC wants to refer to Planning or not. Given the discussion that has occurred on this, and the difference of opinions, he recommends that a MOTION be made to TABLE or a MOTION be made to move to the PC.

A MOTION was made by President Morgan to move to PC to allow the process to play out to further determine whether or not this makes sense. The MOTION was seconded by Commissioner Setton.

Solicitor Zator also mentioned that because this is a requested text amendment, and as of today COF, there has been no draft of that text amendment. Somewhere in that process, that will have to be put together. Also, there is a process that when something is brought to the Township for consideration, there is a process for the Applicant to post an escrow to cover Township expenses in that process.

Roll Call Vote as follows:

- Commissioner Wolk: NO – Prefers to TABLE this.
- Commissioner Mobilio: YES – if when this comes back to us, and the documentation that has been provided to us does not provide the necessary information, I will vote NO on this.
- Commissioner Setton: YES – He thanked Attorney Bubba for highlighting a “potential” flaw in our zoning ordinance.
- Commissioner Kelly: NO – She would have voted to TABLE this to bring back to our next meeting in order to gather more information.
- Commissioner Morgan: YES

Motion carries.

President Morgan said that she does not have all the details either, but believes we have something in front of us that potentially could have impact to many others, not just Attorney Bubba’s client. For that reason, it deserves to be looked at by the PC and further vetted. It makes sense for the Board to look at.

President Morgan addressed Attorney Bubba and said that they should keep in mind all the questions that the Board brought up this evening on this particular subject matter and have those details prepared for further discussion at the time it comes back to the Board.

Attorney Bubba said we will, and thanked the Board for their time.

Lee Solt – Ask if someone could give an update on the new website redevelopment.

Township Manager Renee Bickel – The Agreement has been signed. We will make the transition to the new agenda software this summer at some point. The website is in the second phase, which will take longer. We are currently doing some background information work right now in preparation for these things to take place. We will give updates as we

move into this process further. There will also be prototypes. Currently on schedule for the agenda software—the video will be first, and then the website will take place going into the Fall.

David Burke – He asked about the videos being posted on the website. All videos are currently posted. Township Manager Renee Bickel explained that Tracy Fehnel did send him an email, and said that she can assist him with accessing them. Mr. Burke and Tracy will touch base to assist.

Also, Mr. Buke followed up on a previous question asked at a meeting—Why was the Township Manager Ordinance rescinded some six years ago? The history is important. Commissioner Morgan, you had promised to go back and look at the meeting notes to try and resurrect some of that history. I was wondering if you had a chance to do that.

President Morgan – Mr. Burke, I will share with you this. Those changes back in 2014 were in fact personnel related. And most of the discussion revolved around that, and because it was personnel related, it was discussed in Executive Session. That is why you do not see a lot in the meeting minutes. There is not much I can share because of it being Executive Session material. I am bound by that Executive Session Rule. That is as much as I can tell you on this matter.

Tony Tallarida – He wanted to thank SWT for having their officers out there in the Parade that took place—the kids loved it, and it was greatly appreciated.

**12. PAYMENT OF INVOICES:**

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

Roll Call Vote taken as follows:

Commissioner Wolk:	AYE
Commissioner Mobilio:	AYE
Commissioner Kelly:	AYE
Commissioner Setton:	AYE
Commissioner Morgan:	AYE

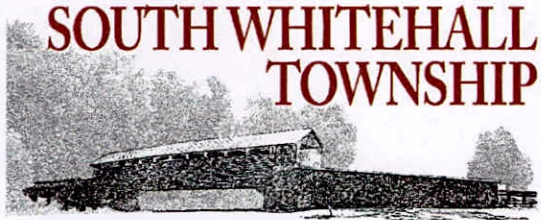
Motion carried.

**13. EXECUTIVE SESSION: No executive session after this meeting.**

**14. ADJOURNMENT: At 9:20 p.m. a MOTION was made by Commissioner Kelly, which was seconded by Commissioner Wolk, to adjourn. All in favor; none opposed.**

**15. APPROVED:**





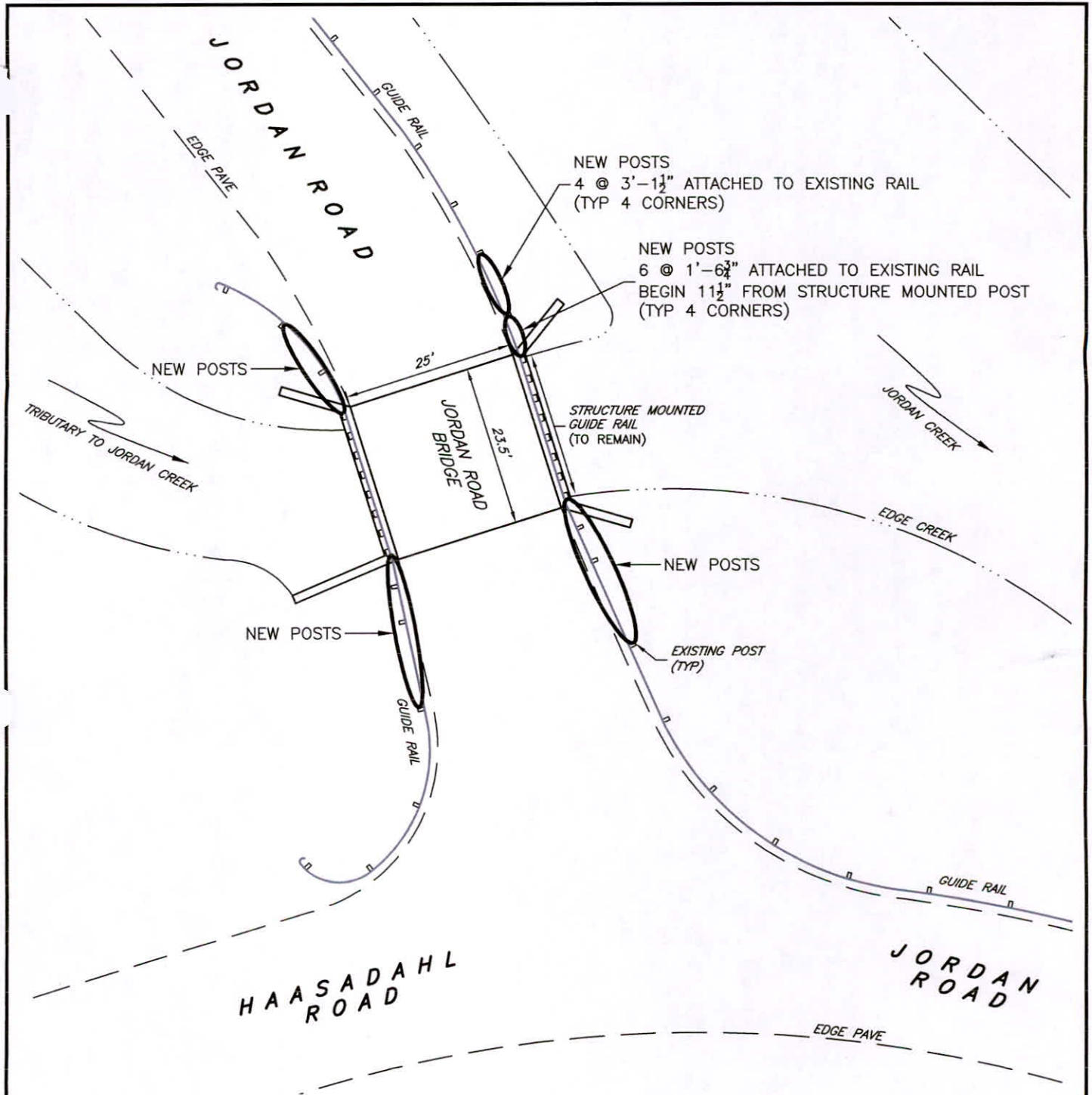
## MEMORANDUM

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**TO: BOARD OF COMMISSIONERS**  
**FROM: HERBERT BENDER**  
**DATE: 6/22/2020**  
**SUBJECT: GUIDE RAIL REPLACEMENT JORDAN RD. BRIDGE**  
**COPIES: R. BICKEL, R. COPE, S. CARR**

---

Public Works has solicited three quotes to replace guide rail along Jordan Road Bridge. This bridge is going to be inspected in November this work will bring the bridge guiderail back up to standards. We would like to award the work to Tri-Boro in the amount of \$5,413.00.  
This project was budgeted for 2020 in the amount of \$50,000 (acct#30430003/40610).



**BRIDGE PLAN VIEW**  
NO SCALE

**NOTES:**

1. EXISTING POSTS TO REMAIN.
2. CONTRACTOR SHALL MAKE ONE-CALL PRIOR TO INSTALLING ANY GUIDERAIL POSTS.
3. STRUCTURE MOUNTED GUIDERAIL SHALL REMAIN.

**KCE** KEYSTONE CONSULTING ENGINEERS

2870 Emrick Boulevard, Bethlehem, PA 18020 P. 610-865-4555  
www.KCEinc.com F. 610-758-9009

BRIDGE GUIDE RAIL UPDATE

JORDAN ROAD BRIDGE

SOUTH WHITEHALL TOWNSHIP LEHIGH COUNTY, PENNSYLVANIA

DWG. NO. SWT-20-008  
SCALE: NOT TO SCALE  
DWN. BY: DDH  
DATE: APRIL 27, 2020  
REVISED:  
SHEET: 1 OF 1

4633 Lehigh Drive Rear  
Walnutport, PA 18088

Phone: 610-224-9091  
Fax: 610-224-9095  
E-mail: tri-borofence@rcn.com  
Website: www.triborofencing.com



# Estimate

Date	Estimate #
5/18/2020	51820-2

PA 011087 NJ 13VH05151500

<b>TO:</b> South Whitehall Township Public Works Attn: Herb Bender 4444 Walbert Avenue Allentown, PA 18104	<b>JOB LOCATION:</b> Jordan Rd. and Haasadahl Rd. Revised (Est. # 51520-7)
--	---

Customer Phone	Customer E-mail	Terms	Job Name	Referred By	Rep
610-794-3291	benderh@southwhiteh...	Due on Completion	Steel Guiderail	Existing Cust	NPY

Description	Total
<p>Furnish and install approximately (40) 4" x 6" galvanized steel guide rail posts in accordance with Drawing No. SWT-20-008. All posts are to be set in concrete footers. Existing rails and posts are to remain. Bolt holes to be drilled in rails, (60) 4" x 8" x 14" PA. Wood offset blocks to be installed at new and existing posts.</p> <p>*Please Note: This estimate is based on Jordan Rd. remaining open, a combination of signs, temporary construction fence and traffic cones will be used while our work is in progress, to close "shoulder" area only.</p> <p>Rock Clause: The price for said work does not contemplate the encountering of boulders or hard conditions mandating the use of a jack hammer or core drilling equipment. If these conditions are encountered a \$80.00 per hour charge WILL APPLY UPON CUSTOMER APPROVAL.</p> <p>Root Clause: The price for said work does not contemplate the encountering of roots that we are not able to dig through and is necessary to use cutting, grinding or digging equipment other than an auger. There will be an additional charge for this work which will be agreed upon by Tri-Boro Fence and the customer before proceeding.</p>	5,413.00

The above prices reflected on this Estimate are to be considered discounted, assuming payment is made by cash or check. If payment is made by credit card, a convenience charge of 3% will be added to this amount when processing the credit card transaction.

<b>Total</b>	<b>\$5,413.00</b>
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This is an Estimate Only. **DO NOT SIGN!** A signature is required on our Proposal to go to contract.

Manufacture warranties do not include labor.

Tri-Boro to do PA One Call ~ Customer to obtain permit

Note: This estimate may be withdrawn by us if not accepted within 30 days.

\$0.00

**Tri-Boro will try to meet or beat "ALL" written estimates!**

Visit our website for a money saving coupon at [www.triborofencing.com](http://www.triborofencing.com) and Like Us on Facebook.



# ANCHOR FENCE COMPANY, INC.

OF THE LEHIGH VALLEY

906 S. FOURTH STREET • ALLENTOWN, PA 18103 • 610-797-2900 • FAX 610-797-5213

To: Herb Bender

Email: benderh@southwhitehall.com

From: David Koch

May 15<sup>th</sup>, 2020

## South Whitehall Township – Guide Rail / Add Posts

- (40) 4" x 6" x 5'5" posts
- (48) Plastic offset blocks with carriage bolts and nuts
- All labor to remove existing rails on all four sides
- All labor to install (40) guide rail posts and install plastic offset blocks
- All labor to reconnect existing rail to new and old posts
- All parts to be driven into the ground with mechanically driven post pounder
- Traffic control to be done by Anchor Fence employees

Price.....\$14,298.00

# Jordan Creek Greenway Design & Permitting

(Sections 35-45)

<b>Michael Baker</b> 239,141	<b>Barry Isett</b> \$249,640	<b>SSM</b> 279,900
<b>Buchart Horn Inc.</b> \$288,732.00	<b>Gilmore &amp; Assoc.</b> \$281,313.25	<b>AMT</b> \$324,675



## Client Agreement

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between Michael Baker International, Inc. (hereinafter "**MICHAEL BAKER**") with offices at 645 West Hamilton St., Suite 206, Allentown PA 18101, and South Whitehall Township (hereinafter, "**CLIENT**"), a Pennsylvania municipality with offices at 4444 Walbert Avenue, Allentown, PA 18104.

**WHEREAS**, the **CLIENT** is in the business of municipal government, and desires **MICHAEL BAKER** to perform certain technical services.

**WHEREAS**, **MICHAEL BAKER** is in the business of providing engineering and technical services and desires to perform such services for **CLIENT**.

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

- 1. SCOPE OF WORK.** **MICHAEL BAKER** shall perform such engineering and technical services as are described in the attached Exhibit "A", including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, "Work").
- 2. STANDARD OF CARE.** The standard of care applicable to **MICHAEL BAKER's** services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
- 3. COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **MICHAEL BAKER** for the Work in such manner as described in the attached Exhibit B, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms"). Partial payments for the Work shall be made monthly by the **CLIENT** to **MICHAEL BAKER** based on invoices submitted by **MICHAEL BAKER**.
- 4. ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and right-of-ways shall be made in accordance with good engineering practice and procedure. It is understood, however, that **MICHAEL BAKER** has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or right-of-ways, and **MICHAEL BAKER** does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.
- 5. CONSTRUCTION MEANS AND METHODS.** **MICHAEL BAKER** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.

6. **COMPLIANCE WITH LAWS.** **MICHAEL BAKER** shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.
7. **ASSIGNMENT BY CLIENT.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **CLIENT**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **CLIENT**, by operation of law or otherwise, without the express prior written consent of **MICHAEL BAKER** which consent shall not be unreasonably withheld.
8. **ASSIGNMENT BY MICHAEL BAKER.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **MICHAEL BAKER**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **MICHAEL BAKER**, by operation of law or otherwise, without the express prior written consent of **CLIENT** which consent shall not be unreasonably withheld.
9. **INSPECTION OF THE WORK.** **MICHAEL BAKER** shall grant **CLIENT** access at all reasonable times to **MICHAEL BAKER's** facilities where the work under this Agreement is being performed.
10. **CHANGES.** The **CLIENT** may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. **MICHAEL BAKER** shall perform such changes to the Work as directed by the **CLIENT** and at cost agreed to by both parties in writing.
11. **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the **CLIENT** prior to its completion, **MICHAEL BAKER** shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs.
12. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
13. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the **CLIENT** agrees to limit **MICHAEL BAKER's** liability to the **CLIENT** and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to **MICHAEL BAKER's** negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of **MICHAEL BAKER** to all those named shall not exceed \$50,000 or the total fee for **MICHAEL BAKER's** services rendered in the project, whichever is greater.
14. **WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall either **MICHAEL BAKER** or the **CLIENT** have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature



whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

15. **INSURANCE.** Unless otherwise required in this Agreement, the **CLIENT** and **MICHAEL BAKER** shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

Worker's Compensation	Statutorily required amounts
Employer's Liability	\$1,000,000 Bodily Injury by Accident (Each occurrence) \$1,000,000 Bodily Injury by Disease (Policy Limit) \$1,000,000 Bodily Injury by Disease (Each Person)
Comprehensive General Liability	\$1,000,000 Each Occurrence for bodily injury and property damage \$1,000,000 Products/ Completed Operations Aggregate \$1,000,000 General Aggregate over all interests
Comprehensive Automotive Liability	\$1,000,000 Bodily Injury \$1,000,000 Property Damage (including coverage for owned, non-owned and hired vehicles)
Professional Liability	\$1,000,000 (Each claim)

16. **INDEPENDENT CONTRACTOR.** **MICHAEL BAKER** acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **CLIENT** or any of its affiliates.
17. **PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.
18. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
19. **HEADINGS.** Headings in this Agreement are for convenience only, and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

20. **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions.
21. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.
- |             |                          |
|-------------|--------------------------|
| Exhibit "A" | Scope of Work            |
| Exhibit "B" | Compensation and Payment |
22. **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.
23. **FORCE MAJEURE.** In no event shall either **MICHAEL BAKER** or the **CLIENT** have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; pandemic, fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.
24. **REUSE OF WORK PRODUCT.** Any reuse of **MICHAEL BAKER's** work product without written verification or adaptation by **MICHAEL BAKER** will be at the **CLIENT's** own risk and without liability or legal exposure to **MICHAEL BAKER**. The **CLIENT** shall indemnify and hold harmless **MICHAEL BAKER** from all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle **MICHAEL BAKER** to further compensation at rates to be agreed upon by the **CLIENT** and **MICHAEL BAKER**.
25. **OBLIGATION OF GOOD FAITH, FAIR DEALINGS AND MITIGATION OF DAMAGES.** This Agreement imposes an obligation of good faith, fair dealings and the mitigation of damages among the parties in all matters relating to this Agreement. Good faith, for this purpose, includes honesty in fact and the observance of reasonable commercial standards of fair dealings and in the mitigation of damages even in situations where a decision is left to the sole discretion of a single party.
26. **INVENTIONS AND PATENTS.** Inventions conceived solely by employees of **CLIENT** shall belong exclusively to **CLIENT**. Inventions conceived solely by employees of **MICHAEL BAKER** shall belong exclusively to **MICHAEL BAKER**. Inventions conceived jointly by the parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the parties so as to properly recognize each party's respective rights in such joint inventions.

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

**WITNESS:**

\_\_\_\_\_

**Michael Baker International, Inc.**

\_\_\_\_\_

Name: \_\_\_\_\_

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

**WITNESS:**

\_\_\_\_\_

**South Whitehall Township**

\_\_\_\_\_

Name: \_\_\_\_\_

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

**EXHIBIT A**  
**Scope of Work**

## Scope of Work

### Jordan Creek Greenway: Wehr Mill Road to Lapp Road (Phase 1)

#### Overview

This project is the development of engineering plans and required permits for a trail project along the Jordan Creek Greenway from Wehr Mill Road to Cedar Crest Boulevard. The project will be divided into two phases. The phase 1 project will include the trail from Wehr Mill Road to Lapp Rd and the phase 2 project includes Lapp Rd. to Cedar Crest Boulevard. The length of the overall project is approximately 2 miles. DCNR funding and approval process will be utilized. Michael Baker will perform the scope for Phase 1 as follows:

#### Critical Assumptions

1. DCNR construction funding, plan format and approval process are assumed for this scope. No PennDOT reviews are assumed
2. NPDES permit and Post Construction Stormwater Management Plans are required
3. No pedestrian scale lighting plans are required
4. Traffic data will be provided to Baker at no cost
5. Any available construction plans, survey data, CADD files, mapping and other existing information will be provided to Michael Baker at no cost
6. Michael Baker assumes the traffic signal plan at Cedar Crest Blvd /Parkland High School Drive will be provided in CADD format and only a minor change to add the trail to the plan is required. No other changes are required
7. No PennDOT HOP is required.
8. No PennDOT CEE (National Environmental Policy Act (NEPA) documentation) required
9. Assume four (4) trail easements required. One easement plan and one legal description will be prepared for each property
10. No property appraisals are included
11. No structure design required at Lapp Rd underpass.
12. No structure borings required
13. One PADEP/ACOE Joint Permit, Small Projects
14. Max. of 5 road crossings
15. Existing utilities will be avoided. No utility relocation is required
16. No construction phase services are required
17. Two phases of construction and two bid packages are assumed
18. No PennDOT style tab sheets are required
19. No geotechnical testing is included

## Task 1—Field Survey & Base Map

Michael Baker's subconsultant, VLS, will provide electronic field survey for the project as follows:

This task will include our office obtaining owner's names, tax maps, deeds of record, filed maps, utility plans and available DOT mapping. All visible onsite improvements will be located and shown on the plan. The datum for topography will be based upon NAVD88 vertical datum or South Whitehall Township acceptable vertical datum. Contours will be provided at 1' interval. Spot grades will be provided along with tops and bottoms of walls, top and bottoms of banks, edge of water and low point of the channel of the stream. Utility information will be shown based upon utility company mark-outs per One Call, available mapping and physical field evidence. Utility pole numbers will be noted. Storm and sanitary sewer rim, grate and invert elevations will be provided including pipe size and flow direction. Upon review of same, our office will then conduct a perimeter field survey which will include the location of property corner evidence along the subject and adjacent property lines. This information will be collectively analyzed with the research documentation to generate the boundary survey for the subject parcels. All the above information will be collectively compiled into an AutoCAD drawing at an appropriate scale. This plan will be completed and a pdf file provided for client review within 5-6 weeks of authorization to proceed. Upon client approval of the base map, AutoCAD files will be provided. No construction stakeout is included.

## Task 2—Trail Construction Plans (Phase 1)

Michael Baker will prepare and assemble one (1) set of trail construction plans in accordance with DCNR standards. Plans will be prepared at a scale of 1" = 25' on CAD Systems. The sheets prepared will include the following:

- Title Sheet/Location Map sheet (1)
- Typical Sections and General Notes (2)
- Detail Sheet(s) (1)
- Plan Sheet(s) (7)

Michael Baker will prepare the following plans indicated below:

- Typical sections must detail the baseline location, profile grade point, base course, pavement, shoulder and median widths, cross slopes, pavement types and depths, guide rail and slope treatments, for typical tangent and super-elevated sections.
- The roadway construction plan (scale of 1" = 25') must show topography, centerline with calculated stations marked at 100 foot intervals, PC's, PT's, curve data, start and stop work stations, edge of pavement, shoulders, guide rail, structures, structure data (existing and proposed), property owners and property lines, drives and accesses, bench marks and reference circles, station and offsets of roadway edges, and utilities. Right of way lines will be shown on the plan sheet. The detail plan will contain bar scales, north arrow, structure data (existing and proposed), hydraulic data, and any other relevant features.

### Drainage Design:

Michael Baker assumes minor drainage improvements with cross pipes at isolated locations may be required as a result of trail construction. The pipe design will entail analyzing the existing drainage patterns in these areas, determining the existing outfall locations and rerouting the proposed pipes and inlets to convey runoff to the existing outfall locations. Michael Baker will match the sizes of existing pipes and match existing inverts. Michael Baker will not evaluate the capacity of the existing systems.

Michael Baker assumes that no modeling, routing, storage calculations, design of new orifices or control structures associated with any above ground or underground detention basins is required.

**Quantities:**

Construction quantities will be computed for the construction cost estimate.

**Pre-Bid Review:**

We will submit the pre-final plans and bid specification to DCNR and to the Township for review and approval. The Final Plan submission will include one electronic pdf copy of the final plans and bid specification in word format. Michael Baker will provide an electronic copy of all approval letters, permits, specifications and final construction plans to the Township. Michael Baker will show the existing road right of way of Wehr Mill Road, River Road, Ritter Road, and Cedar Crest Boulevard on the construction plans.

**ADA Ramp Design:**

We assume full design of a maximum of 13 ADA ramps for the project at the following locations:

- Wehr Mill Road/River Road – 3 ramps
- River Road at pinch point – 4 ramps
- Footbridge entrance driveway – 2 ramps

It is assumed that all other existing ADA ramps in the project area meet current ADA requirements and do not need to be reconstructed.

**Parking Area:**

As requested in the Q&A, one parking lot with approx. 10-15 parking spaces is assumed in this scope. This will be a modification of the existing “fishman’s lot” off of River Road.

**Task 3 - Erosion and Sediment Control Plan (Phase 1)**

Michael Baker will prepare the Final Erosion and Sedimentation Control Plan and Narrative for review and approval by the Lehigh County Conservation District and for inclusion in the contract documents. The Erosion and Sedimentation Control Plan and Narrative for this project will be prepared in accordance with DM2, Chapter 13; and the guidelines set forth in the Pennsylvania Department of Environmental Resources' publication Erosion and Sedimentation Control Program Manual, dated March 2013.

The plans and narrative will be prepared with specific and positive safeguards to minimize soil erosion and to protect any waterways from pollution by transported sediment. Both temporary and permanent erosion and sedimentation controls will be developed. Michael Baker assumes that area of earth disturbance beyond the PADEP Chapter 105 water obstruction and encroachment area (also known as the 100-year floodplain of Jordan Creek) will be more than one (1.0) acre. Therefore, Michael Baker assumes that a NPDES permit will be required for this project.

Michael Baker will prepare the following as part of the E&S submission:

- Location map sheet (1)
- Detail sheet (2)
- E&S plans (7)
- E&S application
- E&S Narrative

The Township will be responsible for any permit fees.

## **Task 4 – NPDES/Post Construction Stormwater Management (Phase 1)**

The final post construction stormwater (PCSM) site design will be developed in accordance with the most recent PADEP guidelines for best management practices (BMP) and PADEP NPDES requirements. Water quality best management practices will be included in the project. Water quality swales, rain gardens and linear BMPs are assumed to be incorporated into the plans. It is assumed that this project will not meet the requirements of the PADEP small site exception due to the site impervious coverage being over 1 acre in area. Michael Baker will prepare PCSM plans for the length of the project showing design features and planting plans. One detail plan will be developed showing the soil amendments, planting, and mulching placement in each BMP. Michael Baker assumes that a maximum of five (5) post construction stormwater sites and a maximum of five (5) post construction plans will be required for the project. Michael Baker will prepare a brief stormwater narrative / report as required for the NPDES application. Michael Baker will complete the general NPDES permit application for the project. Michael Baker will also send out the Act 67 municipal notification letters required by the NPDES permit. Michael Baker assumes one resubmission as part of this scope of work. The Township will be responsible for any permit fees.

## **Task 5 – Landscape Plans (Phase 1)**

Michael Baker assumes a maximum of four (4) landscape plans for this project showing planting types, planting details and planting locations.

## **Task 6 – Signing and Pavement Marking Plan (Phase 1)**

Michael Baker assumes two pavement marking and signing plan sheets for the following areas/needs:

- Wehr Mill Road intersection
- River Road / Shared Roadway Design on River Road
- Custom Sign details (DCNR signs, Jordan Creek trail signs, wayfinding signs, etc.)

Michael Baker will utilize our experience on numerous trail projects to develop the roadway signing and pavement marking plans for the project. All signs will be ground mounted directional, warning, regulatory, destination type signs. The plans will conform to the Manual on Uniform Traffic Control Devices, PennDOT Publication 68 (Subchapter K) and PennDOT Publication DM3. Michael Baker will calculate and tabulate quantities for each plan sheet and include them in the quantity tabulation for the project. Special provisions will be developed, as required, and submitted for approval. Development of interpretive signs for historic or cultural locations could be provided as an additional service. No interpretive signs are included in this scope of work.

## **Task 7 - Traffic Control Specification**

Michael Baker will reference the standard traffic control figures from PennDOT Publication 213M in a specification for the project.

## **Task 8 - Meetings**

The following meetings are assumed for this project:

- One (1) Kickoff meeting/field view immediately following kickoff mtg
- Six (6) steering committee mtgs/conf. calls
- One (1) project specific open house style public meeting. MICHAEL BAKER will prepare a maximum of 6 boards for the meeting. MICHAEL BAKER will prepare a brief powerpoint presentation for the meeting, if requested. MICHAEL BAKER will provide copies of the boards in pdf format to post to the Township website.
- Four (4) property owner meetings
- one (1) pre-bid meeting



- One (1) pre-construction meeting

Michael Baker will prepare meeting minutes for all of the above meetings as needed. Michael Baker will prepare agenda and handouts as required for the above meetings as part of this task.

## **Task 9 - Environmental Permits**

### **Wetland I&D**

Identification and delineation of wetland areas will be performed by Michael Baker utilizing the Routine Wetland Determination Methodology as detailed in the U.S. Army Corps of Engineers Wetland Delineation Manual (January 1987) and the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (2012). The manual and supplement present technical guidelines to identify wetlands and distinguishes them from aquatic habitats and non-wetlands. The boundaries of the project area wetlands will be identified utilizing the three-parameter approach of soil probes, vegetation identification, and evidence of hydrological sources. During the wetland identification and delineation process, a distinction between wetlands and waters of the United States will be made. The limits are then flagged for ease of visualization and to aid the field survey team. The wetlands will then be classified using the FWS publication entitled Classification of Wetlands and Deepwater Habitats of the United States (Cowardin et al., 1979).

Should regulated areas, waterways and wetlands, be identified on the project area, the regulated areas will be documented through the completion of a Wetland Data Form for each, which provides the basis for the determination. Representative photographs of each wetland will also be taken. A photo index will be provided indicating the location and direction of each photograph. A Wetland Identification and Delineation Letter-Report will then be prepared to document the investigation. The letter-report will contain location and soil mapping, project description, wetland types and descriptions, wetland flag points for each wetland area in tabular format, and site photographs. Michael Baker assumes that any wetlands found will be avoided, and no wetland mitigation plans are required for the project.

### **PNDI**

A Pennsylvania Natural Diversity Index Environmental Project Review will be completed.

### **Environmental Permitting**

Michael Baker will prepare a Joint Application for a PADEP Chapter 105 Waterway Obstruction and Encroachment Permit and USACE Section 404 Permit, and the Pennsylvania State Programmatic General Permit-5 (PASPGP-5) Cumulative Impacts Project Screening Form. This proposed project will likely qualify under a Small Projects, Joint Permit Application (JPA). Completion of the aforementioned environmental studies work will be required and coordination with the resource agencies (PADEP & USACE) if necessary, to determine if a Small Projects JPA may be used. A Small Projects Application is used for those water obstructions and encroachments located in a stream or floodplain which will have an "insignificant impact" on safety and protection of life, health, property and the environment. As defined in Chapter 105, Insignificant Impacts generally include a small project that does not result an increase in local flood heights or patterns because the activity is small compared to the overall channel and/or floodplain size. A Small Projects JPA requires less information and technical data and the application fee is exempt because the Township is a governmental entity. The Small Projects Application will be used provided there are no impacts to wetlands.

Michael Baker will prepare the Standard JPA for construction of the trail in the floodplain, floodway, and crossings of Jordan Creek and its tributaries. Preparation of the permit application will include the following tasks:

1. Complete General Information form (GIF) and permit application
2. Letter from Applicant to Municipality and County to satisfy Acts 14, 67, 68 and 127 (with proof of notification)

3. Cultural Resource (Section 106) Documentation
4. PNDI Environmental Project Review (threatened and endangered species coordination)
5. Project narrative description
6. Representative color photographs of the site with a map showing photo location and orientation
7. Environmental Assessment (EA) form
8. Wetland Identification and Delineation (as stated under Environmental Services)
9. Phase 1 Bog Turtle habitat survey, if wetlands are present and may be affected by proposed project activities (includes direct and indirect impacts). However, PADEP, Northeast Regional Office (NERO) has required USFWS coordination because Lehigh County is a known county for bog turtle habitat.

Michael Baker assumes attendance at one (1) Pre-Application Meeting with PADEP, NERO & USACE for the permit associated with the proposed project.

## Task 10 – Cultural Resources Review

It is assumed that the PADEP Waterway Permit, close proximity of the project to Jordan Creek and the two historic covered bridges will require a cultural resource review. Michael Baker will perform a preliminary cultural resources investigation to initiate consultation with the Pennsylvania State Historic Preservation Office (PA SHPO). This effort will encompass the identification of previously recorded archaeological and above-ground historic resources contained within or adjacent to the project area and the identification of previously undocumented historic resources. Also, the potential for previously unrecorded archaeological resources will be assessed.

All work will comply with Section 27 of the Pennsylvania Constitution and the Pennsylvania History Code, 37 Pa. Cons. Stat. Sections 507-510. The work will be performed in accordance with the *Guidelines for Archaeological Investigations* (Revised November 2017) and the *Guidelines for Architectural Investigations in Pennsylvania* (2014) issued by the PA SHPO.

### **Area of Potential Effects Delineation/Background Research:**

Michael Baker will delineate an area of potential effects (APE) for archaeological resources and above-ground historic resources for the proposed undertaking. Pennsylvania Archaeological Site Survey (PASS) files, National Register of Historic Places (NRHP) nominations, Pennsylvania Historic Resource Survey Forms (HRSFs), and pertinent cultural resources management reports curated at the PA SHPO will be examined using the on-line Cultural Resources Geographic Information System (CRGIS) to identify previously recorded archaeological sites and above-ground historic resources in or adjacent to the APE. The review also will assess the level of archaeological work and historic resources surveys previously done in the general area. Historic mapping, aerial photography, and other available environmental information will also be examined to identify potential site locations and assess possible disturbances or other issues that may affect the potential to encounter archaeological resources within the APE.

A review of previous archaeological surveys in CRGIS indicates that two surveys have been conducted in the project vicinity. In 1981, a Phase I Archaeological Survey was conducted in a 79.5-acre area of the Covered Bridge Park (ER# 1981-0021-077). In 1995, a Phase I Archaeological Survey was conducted in a 100-acre area of Parkland High School. This survey identified one prehistoric site and three historic sites that were assessed to be potentially significant.

A review of above-ground historic resources in CRGIS revealed that five properties within the project vicinity have been previously recorded (Table1). Of those, the Wehr Covered Bridge and the Manasses Guth Covered Bridge are listed on the NRHP, the Elias Guth Farmstead (Jordan View Farm) is NRHP eligible, and a house at 3653 Iron Bridge Road and

Wehr's Dam are NRHP not eligible. The western portion of the proposed path passes through Covered Bridge Park from Wehr Mill Road to Lapp Road. River Road bordering the park to its north contains scattered mid-twentieth-century residences and an early-twentieth-century dwelling. As the proposed path extends northeast of Lapp Road, it passes through two privately owned agricultural properties and crosses to the north side of Ritter Road on lands of the Parkland School District. The path extends east along Ritter Road past three historic-age (50 years of age or older) properties and terminates along N. Cedar Crest Boulevard at the entrance to Parkland High School. All historic-age properties will be photo-documented and summarized in the *PA SHPO Project Review Form*.

**Table 1: Previously Recorded Historic Resources within/near Project Area**

Key No.	Name	NRHP Evaluation
050825	Wehr Covered Bridge	Listed 12/01/1980
050826	Manasses Guth Covered Bridge	Listed 12/01/1980
112706	Guth, Elias, Farmstead, Jordan View Farm	Eligible 02/18/2000
118435	3653 Iron Bridge Road	Not Eligible 08/30/2001
201138	Wehr's Dam	Not Eligible 12/18/2014

**PA SHPO Consultation/Project Review Form:**

Information obtained from the background research effort, the review of mapping and aerial photography, on-site photo-documentation of the project's visual limits, and a review of project plans will be summarized in a *PA SHPO Project Review Form* submitted to the PA SHPO to initiate consultation. The form will include a description of the proposed undertaking, a discussion of archaeological potential and/or constraints, and a discussion of the undertaking's potential to affect character-defining features of properties listed or eligible for listing in the NRHP.

**Scope Assumptions:**

- No consulting party or tribal consultation will be performed.
- The corresponding budget includes time to address up to one round of comments on project deliverables from South Whitehall Township.
- Up to 10 newly identified above-ground historic resources will be photographed and evaluated for potential project effects.
- PA SHPO requests for additional work are not included in this scope-of-work.

**Deliverables:**

- *PA SHPO Project Review Form*

**Task 12 Right of way Plan / Easement Plans**

Michael will conduct one day of courthouse deed research to acquire the 4 deeds required for the project. Michael Baker will prepare one easement plan and one legal description for each of the 4 properties where easements are anticipated. A maximum of 4 easement plans and 4 legal descriptions will be prepared. Michael Baker will assist the Township and Wildlands with property owner coordination for the easements. No appraisals are included.

**Task 13 Utility Coordination**

No utility relocations are anticipated for the project and all utilities will be avoided. Michael Baker will make the PA ONE CALL, send copies of the construction plans to each company and request copies of as-built plans from each utility company in the project area. The facilities will be plotted on the plans to check for conflicts between the proposed work and the utilities. Michael Baker will forward the plans showing the utilities to each company for verification. No utility relocation design is included in this task.

## **Task 14 Cost Estimates**

Michael Baker will prepare a 60% and 100% cost estimate for each of the phases. A final construction cost estimate will be completed before submission of the plan to DCNR and the Township for bidding to document that the project can be constructed with the funds allocated for the construction of each phase.

## **Task 15 Project Management**

Michael Baker will manage, plan, schedule and coordinate the design activities included in this scope of work and direct activities of our subconsultants. This task also includes project documentation, invoice preparation, accounting, secretarial work and administrative functions performed by Officers, Department Heads and the Project Manager.

## **Task 16 Specifications and Bid Package (Phase 1)**

Michael Baker will prepare a bid specification document for phase 1. It is assumed that the project will be bid online through the Township website or other online bidding site. A technical specification will be prepared for the two bid packages. Standard legal language will be prepared by the Township. Michael Baker will reference standard PennDOT specifications as much as possible. Special provision specifications will be prepared for any non-standard items. Michael Baker will prepare a bid form for each bid document listing the required construction items/quantities. Michael Baker will review the contractor bids, check contractor references and make a formal recommendation to the Township for selection of contractors for the project. DCNR bid requirements will also be included in the bid package.

**EXHIBIT B**  
**Compensation and Payment**

**This is a fixed price contract not to exceed \$119,570 for Phase 1. This is 50% of the attached cost proposal.**

**Cost Proposal for Jordan Creek Greenway**  
May 7, 2020

Work Element	Staff Title	Michael Baker Estimated Hours										TOTALS for Michael Baker		
		Chris Stanford Project Manager	Ken Corti Environ. Manager	John Fennel Landscape Architect	Bill Torr Senior Engineer	Sean Walsh Engineer	Mike Szilagi Trail Designer	Lisa Searles Cadd Tech	Dustin Wowwod Engineering Associate	Survey Technician	Survey Chief			
<b>1. Field Survey and Base Mapping (VLS)</b>	subtotal hours											87	82	169
	subtotal cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,873	\$ 8,856	\$ 14,729
<b>2. Trail Construction Plans</b>	subtotal hours	40			121	121	202	323						807
	subtotal cost	\$ 6,800	\$ -	\$ -	\$ 16,335	\$ 13,431	\$ 20,301	\$ 22,933	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,800
<b>3. Final Erosion Control Plan and Narrative</b>	subtotal hours				39	39						78		156
	subtotal cost	\$ -	\$ -	\$ -	\$ 5,265	\$ 4,329	\$ -	\$ -	\$ 6,692	\$ -	\$ -	\$ -	\$ -	\$ 16,286
<b>4. NPDES/Post Construction Stormwater Management Plans</b>	subtotal hours				36	36		72						144
	subtotal cost	\$ -	\$ -	\$ -	\$ 4,860	\$ 3,996	\$ -	\$ 5,112	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,968
<b>5. Landscape Plans</b>	subtotal hours			8				60	12					80
	subtotal cost	\$ -	\$ -	\$ 1,360.00	\$ -	\$ -	\$ -	\$ 4,260.00	\$ 1,029.60	\$ -	\$ -	\$ -	\$ -	\$ 6,650
<b>6. Signing and Pavement Marking Plans</b>	subtotal hours					9	24	24						57
	subtotal cost	\$ -	\$ -	\$ -	\$ -	\$ 999	\$ 2,412	\$ 1,704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,115
<b>7. Traffic Control Specification</b>	subtotal hours				1									1
	subtotal cost	\$ -	\$ -	\$ -	\$ 135	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135
<b>8. Meetings</b>	subtotal hours	40			34			56						130
	subtotal cost	\$ 6,800	\$ -	\$ -	\$ 4,590	\$ -	\$ -	\$ 3,976	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,366
<b>9. Environmental Permits</b>	subtotal hours		24				40		120					184
	subtotal cost	\$ -	\$ 4,080	\$ -	\$ -	\$ -	\$ 4,020	\$ -	\$ 10,296	\$ -	\$ -	\$ -	\$ -	\$ 18,396
<b>10. Cultural Resource Review</b>	subtotal hours		4		80									84
	subtotal cost	\$ -	\$ 680	\$ -	\$ 10,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,480
<b>11. Traffic Signal Modification</b>	subtotal hours				1			7						8
	subtotal cost	\$ -	\$ -	\$ -	\$ 135	\$ -	\$ -	\$ 497	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 632
<b>12. Easement Plans (4)</b>	subtotal hours	6			14	14	40	64						138
	subtotal cost	\$ 1,020	\$ -	\$ -	\$ 1,890	\$ 1,554	\$ 4,020	\$ 4,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,028
<b>13. Utility Coordination</b>	subtotal hours				2	4	12	22						40
	subtotal cost	\$ -	\$ -	\$ -	\$ 270	\$ 444	\$ 1,206	\$ 1,562	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,482
<b>14. Cost Estimates</b>	subtotal hours	4				8	68							80
	subtotal cost	\$ 680	\$ -	\$ -	\$ -	\$ 888	\$ 6,834	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,402
<b>15. Project Management</b>	subtotal hours	68												68
	subtotal cost	\$ 11,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,560
<b>16. Specifications and Two Bid Packages</b>	subtotal hours	16			16	40	40	40						152
	subtotal cost	\$ 2,720	\$ -	\$ -	\$ 2,160	\$ 4,440	\$ 4,020	\$ -	\$ 3,432	\$ -	\$ -	\$ -	\$ -	\$ 16,772
<b>Subtotal Design Hours</b>		174	28	8	344	271	426	628	250	87	82			2298
<b>Hourly Rates</b>		\$ 170	\$ 170	\$ 170	\$ 135	\$ 111	\$ 101	\$ 71	\$ 86	\$ 68	\$ 108			
<b>Subtotal Design Fees</b>		\$ 29,580	\$ 4,760	\$ 1,360	\$ 46,440	\$ 30,081	\$ 42,813	\$ 44,588	\$ 21,450	\$ 5,873	\$ 8,856			\$ 235,801
<b>Direct Costs</b>														
Mileage						2000						Unit	Cost/Unit	TOTALS
Tolls						1						mile		\$1,140
Reproduction - Plans, reports						1500						lump sum		\$300
Presentation Boards/color plots						10						sheet		\$750
Copies						1500						plot		\$1,000
												sheet		\$150
														\$0
													Subtotal, Direct Costs	\$ 33,340
													Subtotal, Michael Baker Fees	\$ 235,801
													<b>TOTAL COST</b>	<b>\$239,141</b>

Note 1: Billing will be on a monthly basis based on a percent complete of the fixed fee contract.  
Note 2: Total contract price is negotiable pending a scope clarification meeting.

**Phase 1= \$119,570**  
**Phase 2=\$119,570**



**UGI Utilities, Inc.**  
225 Morgantown Rd.  
PO Box 13009  
Reading, PA 19612-  
3009

(800) 276-2722

Dear Homeowner:

As you may know, UGI Utilities will soon be bringing natural gas service to your neighborhood through its innovative GET Gas program. This means you will soon have the opportunity to save on your annual energy bills by switching to natural gas for your home's heating needs. Under the GET Gas program, you've been afforded the opportunity to avoid potentially large upfront investment costs to bring natural gas service to your home by paying a reasonable surcharge on your monthly gas bill.

We'd like to take this opportunity to explain the construction process and what you can expect.

*Timing:* We expect the project to begin on or around **September XX, 2020**. **Construction could last up to 5-6 weeks in your neighborhood.** Work is typically completed during the hours of 7 am - 4 pm. It is certainly our intention to complete the construction as soon as possible, however, the project duration can be affected by adverse weather and working conditions.

*Construction Process:* If you haven't already, you will soon start to see spray paint markings and small flags on your property and in the street. These markings are made through the PA One Call System and indicate where all underground utilities are located. It is very important that you do not try to move or alter these indicators. If you have any underground lines on your property such as electric dog fences or drains, please notify UGI before construction begins to avoid damage to the lines.

Within approximately one week of the PA One Call markings, UGI will arrive to begin construction. You will see various types of construction vehicles such as backhoes, dump trucks and vans. During construction, various parts of the grass and/or street will be excavated in order to install the new piping that will carry the gas through your neighborhood.

We will work to minimize any disruption or inconvenience to you and your neighbors and we greatly appreciate your patience during the process.

*Restoration Process:* At the conclusion of construction, clean fill will be installed in all excavations to create a temporary restoration. Typically, state and local municipalities require UGI to wait a period of time before permanent restoration can be completed within paved roadways. This allows the clean fill to settle and ensures a more successful permanent restoration for the life of the roadway. For this reason, permanent restoration to the street may not occur immediately after construction. We

recognize that this may cause some inconvenience and we sincerely appreciate your patience.

For disturbed areas outside the paved roadway, such as grass and landscaped areas, restoration will be more immediate. Depending on the season, grass restoration usually occurs shortly after construction and typically involves topsoil, grass seed and straw. UGI strongly recommends and encourages you to water the restored areas regularly to assist germinating the new seeds and ensure the longevity of the restored areas.

Finally, if you have not already contacted UGI to request service through the GET Gas Program, it's not too late to join your neighbors who will be saving hundreds of dollars annually on their energy bills. Please contact Shaun Kiernan at 610-807-3717 or via email at [skiernan@ugi.com](mailto:skiernan@ugi.com). For more information visit us at [www.ugi.com/getgas](http://www.ugi.com/getgas).

Thank you in advance for your patience as we begin the process of bringing a cleaner, more efficient and economical energy source to your neighborhood! Rest assured that your safety and satisfaction are our highest priority in this process. We look forward to serving you.

Sincerely,

Michael Cawley -- Supervisor  
Lehigh Operations  
610 807-3164

**Please join us at the virtual South Whitehall Township meeting scheduled for July 1<sup>st</sup>, 2020 , 7:00 pm for the opportunity to discuss the project directly with UGI and Township representatives. Details on how to join the meeting can be found at [www.southwhitehall.com](http://www.southwhitehall.com) See you there!**