



AGENDA
LANSDALE BOROUGH COUNCIL MEETING
WEDNESDAY AUGUST 17, 2016
1 Vine Street, Lansdale
7:00PM

- 1. Meeting called to order by Council President, Denton Burnell**
- 2. Pledge of Allegiance**
- 3. Silent Meditation**
- 4. Roll Call**
- 5. President's Comments**
- 6. Presentation:**
 - Business of the Month presented by Economic Development Committee
 - Wissahickon Valley Watershed – Laurie Grant and Lindsay Totten
- 7. Petitions–** Council may consider receiving written petitions. They may be read to a limit of five minutes being manifestly clear that there will be no verbal discussion or response to the petitions until that time designated for the hearing of persons later in the meeting.
- 8. Lansdale residents to be heard on any item (five minutes)**
- 9. Action Items:**
 - A. Councilman Van Dame** - Motion to approve the Treasurer's Report.
 - B. Councilman Van Dame** - Motion to approve the Bills over \$1,000.00.
 - C. Councilman Van Dame** - Motion to approve the July Council meeting minutes.
 - D. Councilman Van Dame** – Motion to approve an agreement with Local Government Management Services, LLC.
 - E. Councilman Van Dame** – Motion to adopt Ord. 1831 to enter into an intergovernmental agreement for the alternative TMDL Plan for the Wissahickon Creek Watershed.
 - F. Councilman Van Dame** – Motion to adopt Res. 16-24 to appoint a liaison between the Borough and Berkheimer.
 - G. Councilman Angelichio** – Motion to adopt Res. 16-25 granting preliminary and final subdivision approval for 200 Hatfield Street.
 - H. Councilman DiGregorio** – Motion to authorize payment to Powegrid Solutions, Inc. for supply of the switchgear for the Lion Substation.
 - I. Councilman Work** – Motion to authorize the 6th Annual Lansdale Cruise Night.
 - J. Councilman Malagari** – Motion to award the contract for the 2016 Roadway & Utility Rehabilitation Project.
- 10. Information Items**
 - A. Mayor's Report**

- B. Solicitor's Report
- C. Borough Manager's Report
- D. Comments for the good of Council

11. Old Business

12. New Business

13. Adjournment

*****The Work Session of Lansdale Borough Council will be held on Wednesday, September 7, 2016 at 9:00pm. This meeting will be held at Lansdale Borough Municipal Complex – One Vine Street, Lansdale in Council Chambers, 1st Floor.***

****** The Business Meeting of Lansdale Borough Council will be held on Wednesday, September 21, 2016 at 7:00pm. This meeting will be held at Lansdale Borough Municipal Complex – One Vine Street, Lansdale in Council Chambers, 1st Floor.***

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
Executive	General Fund	21ST CENTURY MEDIA- PHILLY CLUSTER	7/22/16	LEGAL NOTICE - BORO ZONING	1,365.52
		RILEIGHS OUTDOOR DECOR	7/22/16	HOMETOWN HERO BANNER BRACK	5,674.50
		DELAWARE VALLEY HEALTH INSURANCE	7/22/16	07/2016 HEALTH INSURANCE P	9,984.69
				TOTAL:	17,024.71
Financial Administrati	General Fund	DELAWARE VALLEY HEALTH INSURANCE	7/22/16	07/2016 HEALTH INSURANCE P	5,080.12
				TOTAL:	5,080.12
Legal Services	General Fund	WISLER PEARLSTINE, LLP	7/19/16	Code Violations	1,038.50
			7/19/16	Madison Lot/Liberty Bell T	2,619.50
			7/19/16	Liberty Bell Trail	6,445.50
			7/22/16	Madison Lot/ Septa/ Libert	2,542.00
			7/22/16	Septa/ Libert Bell Trail	4,046.00
		ECKERT SEAMANS CHERIN & MELLOTT, LLC	7/22/16	General Representation	2,550.00
			7/22/16	General Representation	4,024.54
		LAW OFFICE OF SEAN KILKENNY	7/19/16	Legal Representation	4,752.00
			7/19/16	Legal Representation	4,168.00
			7/22/16	General Representation	2,885.00
			7/22/16	General Representation	2,103.00
			7/22/16	General Representation	1,990.00
			7/22/16	General Representation	1,696.50
				TOTAL:	40,860.54
		General Administration	General Fund	LIBERTY PRINTING & OFFICE	7/22/16
				TOTAL:	1,069.23
Information Technology	General Fund	DELAWARE VALLEY HEALTH INSURANCE	7/22/16	07/2016 HEALTH INSURANCE P	6,098.12
		ENVIRONMENTAL SYSTEMS RESEARCH INSTITU	7/08/16	GIS SOFTWARE TRAINING ADD	2,500.00
			7/22/16	GIS SOFTWARE LICENSE-6/16-	25,000.00
			7/22/16	GIS SOFTWARE TRAINING	2,500.00
		SCANTEK	7/22/16	DOCUMNET MGMT SERVICE	1,070.70
		BAE SYSTEMS	7/22/16	07-16 ARCHIVE BILLING	1,360.45
		TOTAL:	38,529.27		
Engineering	General Fund	REMINGTON VERNICK & BEACH	7/08/16	815 N. TOWAMENCIN AVE SUBD	1,710.00
			7/08/16	GENERAL ENGINEERING	5,477.60
			7/22/16	GENERAL ENGINEERING	1,460.00
			7/22/16	GENERAL ENGINEERING	1,270.00
				TOTAL:	9,917.60
Buildings and Grounds	General Fund	DELAWARE VALLEY HEALTH INSURANCE	7/22/16	07/2016 HEALTH INSURANCE P	3,397.84
		C & C HEATING & AC	7/08/16	REPLACE A/C SYSTEM COIL	1,255.00
		BOROUGH - UTILITIES	7/01/16	01-010300-00	8,061.33
			7/19/16	01-010300-00	9,137.29
		INTEGRATED SECURITY SYSTEMS	7/22/16	2 PANIC BUTTONS - CUST SVC	1,789.37
				TOTAL:	23,640.83
Police Services	General Fund	CODY COMPUTER SERVICES	7/22/16	ANNUAL SUPPORT - POLICE 20	9,310.37
			7/22/16	06-16 COMPUTER SERVICE	1,985.00
			7/22/16	COMPUTER SERVICE	1,985.00
			7/22/16	07-16 COMPUTER SERVICE	1,985.00
			7/22/16	07-16 COMPUTER SERVICE	1,985.00
		DELAWARE VALLEY HEALTH INSURANCE	7/22/16	07/2016 HEALTH INSURANCE P	67,128.04
		VERIZON	7/22/16	POLICE RADIO LINES	3,401.18
			7/22/16	TELEPHONE - POLICE	1,476.84
		INTEGRATED SECURITY SYSTEMS	7/08/16	REPAIR - MAIN ST CAMERA	1,539.54

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		POLICE ACCREDITATION CONSULTANTS	7/14/16	ACCREDITATION- POLICE	1,680.00
			7/14/16	ACCREDITATION- POLICE	1,680.00
				TOTAL:	94,155.97
Code Enforcement & Zon	General Fund	REMINGTON VERNICK & BEACH	7/08/16	2016 RENTAL INSP&GEN CODE	9,704.07
			7/08/16	ANDALE GREEN LAND DEVELOPM	1,397.87
		DELAWARE VALLEY HEALTH INSURANCE	7/22/16	07/2016 HEALTH INSURANCE P	18,519.15
		THE PRIME NETWORK	7/08/16	FIT FOR DUTY EXAM	1,150.00
				TOTAL:	30,771.09
Planning Commission	General Fund	REMINGTON VERNICK & BEACH	7/08/16	YMCA LAND DEVELOPMENT	4,250.01
				TOTAL:	4,250.01
Zoning Hearing Board	General Fund	21ST CENTURY MEDIA- PHILLY CLUSTER	7/22/16	LEGAL NOTICE - ZHB	1,458.92
				TOTAL:	1,458.92
Public Works	General Fund	DELAWARE VALLEY HEALTH INSURANCE	7/22/16	07/2016 HEALTH INSURANCE P	18,184.93
				TOTAL:	18,184.93
Street Cleaning	General Fund	REPUBLIC SERVICES #320	7/08/16	07-16 REFUSE - MAY	2,290.83
				TOTAL:	2,290.83
Fleet Maintenance Serv	General Fund	HAUCKS GARAGE	7/22/16	HAUCKS GARAGE	1,563.49
		PK MOYER & SONS INC	7/08/16	OFF ROAD DIESEL - PW	1,107.67
		CLYDE S WALTON	7/22/16	GAS - POLICE	2,443.28
				TOTAL:	5,114.44
Library	General Fund	DELAWARE VALLEY HEALTH INSURANCE	7/22/16	07/2016 HEALTH INSURANCE P	9,877.74
				TOTAL:	9,877.74
Employer Paid Benefits	General Fund	DVWCT	7/08/16	03-16 WORKERS COMP	42,363.38
				TOTAL:	42,363.38
Legal Services	Parking Fund	PENNONI ASSOCIATES INC.	7/22/16	MADISON PARKING LOT	56,568.48
			7/22/16	FREIGHT HOUSE	5,145.00
		WISLER PEARLSTINE, LLP	7/19/16	General Representation	1,676.00
			7/19/16	Freight House Property	8,876.00
			7/22/16	Freight House Property	3,247.50
		DELTA DEVELOPMENT GROUP INC	7/22/16	MADISON PARKING LOT PROJEC	2,100.00
				TOTAL:	77,612.98
NON-DEPARTMENTAL	Electric Fund	RUMSEY ELECTRIC CO	7/22/16	BLACKBURM TENSION SPLICE	1,659.43
		VALLEY POWER INC	7/08/16	(15)KV 100A POLY NLB	1,860.00
				TOTAL:	3,519.43
Legal Services	Electric Fund	LAW OFFICE OF SEAN KILKENNY	7/19/16	Legal Representation	1,565.00
				TOTAL:	1,565.00
Information Technology	Electric Fund	ALL COVERED	7/22/16	07-16 COMPUTER SERVICE	2,010.00
			7/22/16	COMPUTER SERVICE	2,322.50
			7/22/16	EXTENDED SERVER WARRANTIES	2,400.00
			7/22/16	COMPUTER SERVICE/IT SERVIC	2,415.00
		TYLER TECHNOLOGIES, INC	7/22/16	TRANSACTION FEES - UTILITY	8,443.75
				TOTAL:	17,591.25
Engineering	Electric Fund	UTILITY ENGINEERS INC	7/22/16	GENERAL SERVICES	1,708.94

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
				TOTAL:	1,708.94
Buildings and Grounds	Electric Fund	PRESTIGE FENCE CO	7/08/16	FENCE FOR YARD	2,726.41
				TOTAL:	2,726.41
Administration	Electric Fund	TOTALFUNDS BY HASLER	7/08/16	02-16 MONTHLY SERVICE	1,881.31
		DELAWARE VALLEY HEALTH INSURANCE	7/22/16	07/2016 HEALTH INSURANCE P	39,040.79
		MAILROOM SYSTEMS INC	7/08/16	ELECTRIC POSTAGE	2,452.24
			7/22/16	ELECTRIC POSTAGE	3,388.44
		VERIZON	7/22/16	ELECTRIC LINES	4,283.60
				TOTAL:	51,046.38
Electric System	Electric Fund	ALLEGHENY ELECTRIC COOP	7/08/16	06-16 MONTHLY ELECTRIC	20,651.04
			7/22/16	06-16 MONTHLY ELECTRIC	19,453.67
		REPUBLIC SERVICES #320	7/22/16	30 YD ROLLOFF - ELECTRIC	1,372.70
		DOWNES ASSOCIATES, INC	7/08/16	TECHNICAL SERVICES - ELEC	8,106.77
		AMERICAN MUNICIPAL POWER	7/22/16	07-16 MONTHLY ELECTRIC	848,751.70
		VALLEY POWER INC	7/08/16	15KV COPPER URD, ELBOW, CO	2,587.75
			7/08/16	ALUMINUM WIRE	4,059.00
		TESCO- The Eastern Specialty Co	7/08/16	CT TESTER	4,376.00
				TOTAL:	909,358.63
Employer Paid Benefits	Electric Fund	DVWCT	7/08/16	03-16 WORKERS COMP	13,074.28
				TOTAL:	13,074.28
NON-DEPARTMENTAL	Sewer Fund	TOWAMENCIN TOWNSHIP	7/22/16	SEWER RENTAL- 11/15-04/16	7,687.50
				TOTAL:	7,687.50
Legal Services	Sewer Fund	LAW OFFICE OF SEAN KILKENNY	7/19/16	Legal Representation	1,073.00
				TOTAL:	1,073.00
Information Technology	Sewer Fund	ALL MAX SOFTWARE	7/22/16	2016 WWTP DATA SUPPORT	1,760.00
				TOTAL:	1,760.00
Wastewater Collection	Sewer Fund	GOOD FOOD INC	7/22/16	SWEET WATER BLEND	5,488.80
			7/22/16	SWEET WATER BLEND	5,136.00
		PK MOYER & SONS INC	7/22/16	DIESEL FOR GENERATOR	2,696.77
		HATFIELD TOWNSHIP	7/22/16	07-16 SLUDGE HAULING	11,664.00
		CUES	7/22/16	SOFTWARE FOR TV TRUCK	1,800.00
		BOROUGH - UTILITIES	7/01/16	42-000300-00	41,206.31
		MAIN POOL & CHEMICAL	7/22/16	SODIUM HYPOCHLORITE-WWTP	3,062.50
		USALCO BALTIMORE PLANT, LLC	7/08/16	PLYALUMINUM CHLORIDE	6,188.00
		HAROLD BECK & SONS, INC	7/22/16	ROTARY CONTROL DRIVE	2,729.86
		ZEP SALES & SERVICE	7/22/16	DYNA BRUTE WASHER & LIGHT	1,939.37
				TOTAL:	81,911.61
Administration	Sewer Fund	DELAWARE VALLEY HEALTH INSURANCE	7/22/16	07/2016 HEALTH INSURANCE P	30,195.91
		MAILROOM SYSTEMS INC	7/08/16	SEWER POSTAGE	1,025.27
			7/22/16	SEWER POSTAGE	1,031.25
				TOTAL:	32,252.43
Fleet Maintenance Serv	Sewer Fund	EAGLE POWER & EQUIPMENT	7/22/16	BACKHOE REPAIRS	11,017.56
				TOTAL:	11,017.56
Employer Paid Benefits	Sewer Fund	DVWCT	7/08/16	03-16 WORKERS COMP	11,309.65
				TOTAL:	11,309.65

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Parks and Recreati	P R P S	7/08/16	DISCOUNT TICKETS	2,921.00
				TOTAL:	2,921.00
Recreation Administrat	Parks and Recreati	DELAWARE VALLEY HEALTH INSURANCE	7/22/16	07/2016 HEALTH INSURANCE P	12,512.18
				TOTAL:	12,512.18
Participant Recreation	Parks and Recreati	IF ITS WATER INC	7/08/16	ACUTROL SENSORS	1,236.00
		BOROUGH - UTILITIES	7/01/16	24-001000-00	1,923.49
		VIVA COMMUNITY FITNESS LLC	7/08/16	YOGA & ZUMBA INSTRUCTOR FE	1,368.00
		INCENDIO	7/08/16	LUNCHTIME CONCERT SERIES	1,100.00
		MILTON L DELGADO	7/22/16	WHITES RD PARK CONCERT SER	1,125.00
				TOTAL:	6,752.49
Parks Maintenance	Parks and Recreati	HUMPHREYS COVERSPTS	7/08/16	WIND SCREEN - PARKS*	1,005.13
		O'NEILL AND SONS	7/22/16	VACUUM REPAIR	1,025.86
				TOTAL:	2,030.99
Employer Paid Benefits	Parks and Recreati	DVWCT	7/08/16	03-16 WORKERS COMP	9,259.70
				TOTAL:	9,259.70
Financial Administrati	Capital Fund	ATD CAPITAL LLC	7/08/16	CUBICLES- FINANCE DEPT	5,454.38
				TOTAL:	5,454.38
Information Technology	Capital Fund	ALL COVERED	7/22/16	HP COMPUTER/MONITOR	1,594.00
				TOTAL:	1,594.00
Engineering	Capital Fund	PENNONI ASSOCIATES INC.	7/22/16	LIBERTY BELL TRAIL	14,049.00
		REMINGTON VERNICK & BEACH	7/22/16	CRESTVIEW FROM FRED - HIGH	7,125.00
				TOTAL:	21,174.00
Buildings and Grounds	Capital Fund	INTEGRATED SECURITY SYSTEMS	7/22/16	SECURITY SYS INSTALLATION-	11,374.70
				TOTAL:	11,374.70
Police Services	Capital Fund	ALL COVERED	7/22/16	(4) 1.2 TB HARD DRIVE	3,302.00
				TOTAL:	3,302.00
Wastewater Collection	Capital Fund	BLOOMING GLEN CONTRACTORS	7/22/16	WWTP CAPACITY UPGRADE(#16F	212,252.09
				TOTAL:	212,252.09
Electric System	Capital Fund	DOWNES ASSOCIATES, INC	7/08/16	MAIN SUBSTATION MAINTENANC	7,417.00
		UTILITY ENGINEERS INC	7/22/16	LION SWITCGEAR REPLACEMENT	2,000.00
				TOTAL:	9,417.00
Culture/Recreation	Capital Fund	REMINGTON VERNICK & BEACH	7/22/16	MEMORIAL PARK GRANDSTAND R	2,649.05
				TOTAL:	2,649.05
Snow & Ice Removal	Highway Aid Fund	MORTON SALT	7/22/16	DEICING SALT BALANCE - OWE	3,011.30
				TOTAL:	3,011.30

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: August 17, 2016

I move that: Borough Council approve a Consulting Services Agreement with the Local Government
Management Services, LLC for the provision of an Interim Finance Director, and that the Council
President and Borough Secretary be authorized to sign the agreement.

Presented by: _____ Van Dame

Seconded by: _____

CONSULTING SERVICES AGREEMENT

This Agreement is made August ____, 2016, between Local Government Management Services, LLC. (hereinafter "LGMS") whose principal business address is 112 Cathedral Drive, North Wales, Pennsylvania 19454 and Lansdale Borough (hereinafter "Borough") whose principal business address is 1 Vine Street, Lansdale, PA 19446

WHEREAS, the Borough wishes to retain LGMS as an independent contractor to perform the services referenced herein.

WHEREAS, Borough Council has taken such action to appoint LGMS to engage in the services outlined in this Agreement and has further granted LGMS the authority to act as an agent of the Borough; and;

NOW THEREFORE, intending to be legally bound hereby, the parties referenced above hereby agree as follows:

1. Services Provided

LGMS agrees to provide services as outlined in the proposal of July 23, 2016 and in accordance with the terms and conditions of this Agreement (hereinafter referred to as "Services"). Services shall include performing work as Interim Borough Finance Director. This shall also include the preparation of a due diligence review of Borough operations and programs to ensure compliance with relevant laws and policies. Services will also include preparation of a final report on the operations of the Borough for use by the Borough.

2. Cost of Services

The cost of Services will be charged at the rate of \$90 per hour. Mileage for travel required in the performance of official Borough duties will be charged at 0.54 cents per mile (current IRS rate), but will not include daily commuting to or from the Borough.

3. Service Standards

LGMS shall provide the Services outlined herein in a good and workmanlike manner, to the best of its ability, and in accordance with generally accepted management practices. Specifically, LGMS shall provide Services to the Borough on a schedule developed with and approved by the Borough. It is expected that the schedule will include approximately 25 to 30 hours of service per week. During such time, LGMS shall perform the Services outlined herein primarily from an office provided by the Borough at Borough Hall. Nothing in this Agreement, however, shall prevent LGMS from performing necessary management services from the LGMS offices.

4. Payment

The Borough shall be billed on an hourly basis for Services rendered in accordance with this Agreement. Invoices will be provided semi-monthly. Invoices shall be paid upon receipt, or as soon thereafter as Borough Council meets and approves the invoice. Payments shall be mailed to Local Government Management Services, LLC, 112 Cathedral Drive, North Wales, Pennsylvania 19454. An invoice shall not be considered delinquent for purposes of this Agreement until it is thirty days past due.

5. Term

This Agreement shall be for a period commencing on August __, 2016, and continuing on a day-to-day basis. LGMS will cease performing Services for the Borough upon the Borough terminating this Agreement in accordance with paragraph 6, below.

6. Termination

Either party may terminate this Agreement by providing the other with five (5) business days written notice of their intent to terminate this Agreement. This Agreement shall terminate and be of no force and effect on the sixth (6th) business day from which the Notice of Termination was delivered to the other party.

7. Notices

Any notices required to be given under this Agreement shall be mailed by First Class Mail, Return Receipt Requested, by overnight courier, or by e-mail to the following addresses:

As to LGMS:

Local Government Management
Services, LLC
112 Cathedral Drive
North Wales, PA 19454
E-mail: lgms@comcast.net

As to Borough:

Borough Manager
Lansdale Borough
1 Vine Street
Lansdale, PA 19446
E-mail: manager@lansdale.org

8. Dispute Resolution

In the event there is a perceived breach of this Agreement or there is a dispute or other controversy arising out of or relating to the provision of Services in accordance with this Agreement, the parties hereto agree to exercise their best efforts to resolve the dispute or controversy as soon as possible. If the dispute or controversy cannot be resolved to the satisfaction of both parties, either party may terminate this Agreement in accordance with Section 6 of this Agreement.

9. Independent Contractor

The Borough shall take such action as is necessary to appoint LGMS as the Borough's interim finance director for the services indicated within this Agreement. Upon appointment of LGMS by the Borough, LGMS shall be considered an independent contractor and shall be entitled to perform its Services as outlined in this Agreement. LGMS agrees to perform the Services in accordance with all applicable provisions of any appropriate Borough Ordinance, the Pennsylvania Borough Code, and any other State or Federal Law applicable to the Borough.

10. Indemnification and Bonding

The Borough agrees to defend, indemnify and hold LGMS and its principals, officers, employees, agents, affiliates, subcontractors and representatives (collectively "the LGMS indemnified parties") harmless from and against any and all claims, lawsuits, liabilities, judgments, awards, damages, fines, penalties, forfeitures, costs of settlement, court cost, cost of defense, including without limitation, reasonable attorneys' fees incurred by or to which the LGMS indemnified parties may be subject in any civil or criminal action claim, investigation or proceeding brought under Federal Law or under laws of the State or political subdivision thereof by reason of or arising out of or relating in any way to the Services provided to the Borough under this Agreement.

The Borough further agrees to provide general liability and public official liability insurance coverage for the indemnified parties, on policies and in amounts currently in existence at the Borough.

If the Borough desires to have the Interim Finance Director properly bonded in accordance with the applicable Borough codes, and it shall arrange to do so and assume the costs of the bond insurance for the duration of this engagement.

LGMS agrees to defend, indemnify and hold the Borough and its principals, officers, employees, agents, affiliates, subcontractors and representatives (collectively "the Borough indemnified parties") harmless in the event that LGMS is found solely negligent due to willful, wanton, or reckless conduct.

LGMS will provide professional liability coverage in the amount of \$1 million for the work that it performs on behalf of the Borough, and will provide a copy of the Declarations sheet (certificate of insurance) to the Borough to confirm coverage.

11. Entire Contract

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement, whether oral or written. This Agreement supersedes any prior written or oral Agreements between the parties.

12. Amendment

This Agreement may be modified, amended or extended if the amendments are made in writing and signed by both parties, unless otherwise provided in this Agreement.

13. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed and enforced as so limited.

14. Effective Date

This Agreement shall be effective the date upon which Borough Council, at a regularly scheduled public meeting, adopts the terms and provisions of this Agreement and appoints LGMS as its interim finance director.

15. Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce or compel strict compliance with every provision of this Agreement.

16. Applicable Law

The laws of the Commonwealth of Pennsylvania shall govern this Agreement and their relationship between the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement the day and year indicated below.

LOCAL GOVERNMENT MANAGEMENT SERVICES, LLC

Daniel P. Olpere Date 8/5/16
By: Daniel P. Olpere, President

LANSDALE BOROUGH:

By: Denton Burnell, President Date _____

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: August 17, 2016

I move that: Borough Council adopt attached Ordinance 1891 approving an intergovernmental agreement
for the preparation of an alternative TMDL Plan for the Wissahickon Creek Watershed and authorizing
the appropriate Borough officials to execute the intergovernmental agreement.

Presented by: _____ Van Dame

Seconded by: _____

**LANSDALE BOROUGH,
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2016-1891

AN ORDINANCE OF THE BOROUGH OF LANSDALE, MONTGOMERY COUNTY, PENNSYLVANIA, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE PREPARATION OF AN ALTERNATIVE TMDL PLAN FOR THE WISSAHICKON CREEK WATERSHED AND AUTHORIZING THE APPROPRIATE BOROUGH OFFICIALS TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Lansdale Borough is located within the Wissahickon Creek Watershed, and is required, along with other municipalities similarly situated, to create an alternative Total Maximum Daily Load (TMDL) plan to protect the quality of water within the Wissahickon Creek Watershed; and

WHEREAS, the municipalities within the Wissahickon Creek Watershed desire to enter into an intergovernmental agreement to prepare and adopt an appropriate alternative TMDL plan; and

WHEREAS, Lansdale Borough desires to approve the intergovernmental agreement and authorize its appropriate officials to execute the agreement on behalf of the Borough; and

WHEREAS, this Ordinance is enacted pursuant to the Pennsylvania Intergovernmental Cooperation Law, 53 Pa.C.S.A. §2301, et seq.;

NOW, THEREFORE, be it, and it is hereby **ORDAINED** by the Lansdale Borough Council, and it is hereby **ENACTED** and **ORDAINED** by authority of same as follows:

I. The Intergovernmental Agreement (“Agreement”) attached hereto as Exhibit “A” and incorporated herein by reference is hereby approved.

II. The President of Lansdale Borough Council and the Borough Secretary are hereby authorized to execute the Agreement on behalf of Lansdale Borough.

III. All ordinances or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency.

IV. The provisions of this Ordinance are declared to be severable. If any provision of this Ordinance is declared by a court of competent jurisdiction to be invalid or unconstitutional, such determination shall have no effect on the remaining provisions of this Ordinance.

V. This Ordinance shall be effective five (5) days following its legal enactment.

ENACTED and **ORDAINED** this 17th day of August, 2016.

ATTEST:

LANSDALE BOROUGH COUNCIL

JACOB I. ZIEGLER,
Borough Secretary

DENTON BURNELL,
Council President

APPROVED by the Mayor of Lansdale
Borough this 17th day of August, 2016.

G. ANDREW SZEKELY,
Mayor

Draft

Intergovernmental Agreement
for Development of a Plan for an Alternative TMDL
for the Wissahickon Creek Watershed.

Section 1 Intergovernmental Agreement.

THIS AGREEMENT is made by and among each of the Wissahickon Creek Watershed Municipalities and Wastewater Treatment Plants executing this Intergovernmental Agreement (Agreement) for the preparation of the Wissahickon Watershed Alternative TMDL Plan (Plan), each Party shall individually be referred to as a "Party" and shall collectively be referred to as the "Parties". The list of Parties is as follows, and shall be updated by Addendum as necessary. This Agreement is authorized by Chapter 23, Subchapter A (relating to intergovernmental cooperation) of the General Local Government Code, 53 Pa. C.S. §2301 et seq.

Municipalities

Abington Township	Philadelphia County
Ambler Borough	Springfield Township
Cheltenham Township	Upper Dublin Township
Horsham Township	Upper Gwynedd Township
Lansdale Borough	Upper Moreland Township
Lower Gwynedd Township	Whitemarsh Township
Montgomery Township	Whitpain Township
North Wales Borough	Worcester Township

Wastewater Treatment Plants:

Abington Township Wastewater Treatment Plant
Ambler Borough Wastewater Treatment Plant
Upper Gwynedd Township Wastewater Treatment Plant
Upper Dublin Township Wastewater Treatment Plant (Bucks County Water & Sewer Authority)

Section 2 Definitions.

Consultant: The team formed by the Pennsylvania Environmental Council (PEC), comprised of members of PEC, the Wissahickon Valley Watershed Association, the Environmental Finance Center, the Center for Sustainable Communities, and the Montgomery County Planning Commission

Legal Services: Legal representation selected by the Management Committee to represent its interests and concerns pertaining to the preparation and adoption of the Alternative TMDL in interaction with the PADEP and/or the US EPA.

Expert Panel Services: A panel of technical experts, whose number and individuals will be selected by the Management Committee, whose purpose is to review the engineering and

scientific work portions of the Alternative TMDL Plan, and to independently verify the results of that work.

Section 3 Guiding Principles.

- a. The Parties have a mutual interest in restoring the impaired waters of the Wissahickon Creek Watershed and recognize that the issues associated with the TMDL developed by the EPA are too large for any one municipality to effectively address, and therefore commit to work together in a mutually cooperative and respectful manner to develop an Alternative TMDL Plan.
- b. To evaluate the data obtained to develop a scientifically defensible strategy that is acceptable to the Parties, PADEP, and USEPA, and which identifies specific areas within the watershed that have characteristics that may be contributing to the reduced water quality.
- c. Said strategy will include developing a list of potential projects and or policies to reduce the existing deleterious characteristics and practices, including remediating degraded physical conditions in the watershed, replacing existing structures, implementing new practices and constructing facilities to enhance the impaired surface waters in the Wissahickon Creek Watershed as effectively and efficiently as possible.
- d. The Parties agree that projects will be assessed and prioritized based on the anticipated ability to provide results that can be measured to monitor the progress of water quality improvements. The effectiveness of a project, or projects, would be evaluated and a determination made on the type(s) of subsequent work projects to pursue during the implementation phase, which is a separate phase from this plan development phase.

Section 4 Goals and Objectives: The scope of study

The goal of the Alternative TMDL is to achieve water quality standards in water bodies throughout the Wissahickon Creek watershed.

Objectives: The objectives of the Alternative TMDL are delineated in Attachment "A", "Milestones".

Section 5 Administration and Organization.

Effective Date.

- a. The Effective Date of this Agreement shall be (DATE), by which time all Parties will have adopted the attached Ordinance authorizing the Agreement and executed the Agreement.
- b. This Agreement shall become effective as to each Party upon execution and adoption of the Ordinance.

Term

- a. The term of this Agreement (Term) shall be two (2) years, beginning on the Effective Date. All Parties approving this Agreement must participate for the entire time period.
- b. This Agreement may be extended by those Parties desiring to participate for an additional year, by resolution.

Party Representation

- a. Participation in preparation of the Plan shall be through either the Stakeholder Group or the Management Committee. Members of the Management Committee are entitled to be part of the Stakeholder Group.
- b) A Stakeholder Group shall be convened, consisting of one or more representatives of each Party, the Wissahickon Valley Watershed Association, Friends of the Wissahickon, PADEP, EPA, and Montgomery County. Other stakeholders may be invited to attend the Stakeholder Group meeting as appropriate.
- c) The Stakeholder group shall review and comment on various materials, sections of the Plan, and the complete Plan in draft and final. The Stakeholder group shall have no voting privileges, but is intended to provide input on the Plan.
- d) Management Committee: Each Party shall designate a primary voting representative and an alternate to serve as the representative on the Management Committee regarding all matters related to the Plan preparation. The name of and contact information for the representative and alternate shall be provided to the Consultant in writing, as well as any subsequent changes.
 - 1) The Management Committee shall consist of one (1) representative from each Party. The twenty (20) voting representatives (primary voting representatives) will form the Management Committee. The alternate shall be entitled to fully participate in all Stakeholder and Committee meetings, but may vote only when the designated representative is unavailable.
 - 2) The members of the Management Committee shall be appointed by their governing board, shall serve at the discretion of their board for an indefinite term, and shall regularly report to their governing body and provide drafts of materials prepared for review and comment by their governing body.
 - 3) Where a Management Committee member vacates his or her position, the Party shall appoint a new representative, in a timely manner, such that the Management Committee does not have a vacancy for any forthcoming meeting.
- e) Officers - Members of the Management Committee shall elect officers, to include 2 Co-Chairs, a Secretary and a Treasurer. Those Officers shall perform the duties necessary to implement this Agreement and as generally envisioned by Robert's Rules of Order, latest edition. An Officer shall serve for the duration of the Term, unless he or she resigns as an officer, as agreed to by the Management Committee. The Management Committee shall appoint a replacement for any officer who is unable to complete the term.
 - 1) Treasurer - shall collect, maintain and disburse funds in a timely fashion for legitimate expenses related to Legal Services and Expert Panel Services, as approved by the Management Committee.
- f) Administration: Officers of the Management Committee will administer the activities of the Management Committee. The following are tasks that shall be undertaken and the responsibility of administration. The Management Committee may choose to delegate some or all of these activities to the Consultant:
 - 1) Preparation and circulation of minutes to all Parties from all Management Committee meetings.

- 2) Hold all Management Committee meetings.
- 3) Review and comment on all draft Alternative Plan documents and revisions prepared by the Consultant, and submit the Plan as approved by the Management Committee to PADEP and EPA.
- 4) Review and Submit progress reports prepared by the Consultant to PADEP and EPA in a timely manner.
- 5) Calculate and invoice fees for each Party.
- 6) Retain all records, as that term is defined by the Pennsylvania Right-to-Know Law, for the time period required by applicable law but not less than six (6) years.

Meetings.

- a) The Management Committee shall organize and schedule routine meetings of the Management Committee as needed, but at least quarterly.
- b) The purpose of the meetings shall be to conduct the following activities as necessary:
 - 1) Review and comment on, and when necessary vote on draft and final sections of the Plan.
 - 2) Presentation and approval of Progress Reports.
 - 3) Presentation and approval of the Financial Report.
 - 4) Presentation of report(s) to PADEP, EPA and other agencies.
 - 5) Presentation and vote on other Party business pertaining to the Plan process.
 - 6) Oversight and coordination of all aspects of the Legal Services and Expert Panel Services.
- c) Except as otherwise provided herein, all voting shall be completed by voice vote and decisions shall be based on a simple majority vote of Management Committee Parties in attendance.
- d) Each Party in attendance shall be entitled to one (1) vote on all matters addressed at a meeting and for which a vote is taken.
- e) Quorum. A quorum (more than 50% of Management Committee members as represented by a voting representative) is necessary for the Management Committee to take official action.
- f) The Management Committee shall comply with all laws applicable to the Parties, including, but not limited to, the Public Official and Employees Ethics Act, the Sunshine Act, and any and all other applicable laws. All actions of the Management Committee shall be approved by a majority of its voting members. Management Committee members shall be entitled to attend meetings of the Management Committee, which shall occur no less than four (4) times per year or more frequently as needed, following advance written notice to all members of the Management Committee by regular mail, facsimile or email.

Financing

- a) A monetary contribution shall be provided by each Party, to cover the costs of Legal Services and Expert Panel Services. The total cost for these services is not to exceed \$250,000 in total.
 - 1) Contribution Formula. The contribution from each Party shall be \$6,250 per Party per year for the Term. Depending on the costs incurred for Legal Representation and the

Expert Panel Service, these costs may be less, but in any event they shall not exceed a total of \$12,500 per Party for the duration of the Term.

- 2) Invoicing and Payment. Parties shall be invoiced no later than June 30 of each calendar year, and the Parties' respective payments shall be due on or before July 31 of each year.
- 3) Organization Account. A separate Management bank account shall be established by the Management Committee for the deposit of each Party's Annual Contributions and the funds therein shall be used solely for reimbursement for eligible costs and expenses pertaining to Legal Services and Expert Panel Services. Administration of these funds to pay for proper expenses under this Agreement shall be the responsibility of the Management Committee.
- 4) Remaining Funds. Any funds remaining at the conclusion of the Term, shall be returned to the Parties, divided equally among the Parties that have paid their Annual Contribution. Such funds shall be disbursed to the Parties remaining at the completion of the Term no more than thirty (30) days after the date of Term completion.

Section 6 Applicable Law

The Parties agree and affirm that Pennsylvania law applies to this Agreement and all matters covered by and addressed by this Agreement. It is acknowledged and agreed that the sole and exclusive jurisdiction and venue for any dispute relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or Interpretation of this Agreement, shall rest with the Montgomery County Court of Common Pleas. The Parties hereby submit to the exclusive jurisdiction of that Court.

Section 7 Integration

This Agreement contains the entire agreement between the Parties. There are no understandings or agreements, verbal or otherwise, in relation hereto, except those expressly and specifically set forth herein. The Parties have not relied upon any statement, projection, disclosure, report, information or any other representation or warranty except for those as may be specifically and expressly set forth in this Agreement.

Section 8 No Oral Modification

This Agreement may not be modified except in writing executed by all Parties. This Agreement shall be amended only in writing, by duly authorized representatives of all Parties, and such revision(s) must be approved by official action of each Party jurisdiction, and as required by any applicable law of the Commonwealth.

Section 9 Severability

No determination by any court, governmental body, arbitration, or other judicial body, that any provision of this Agreement or any amendment that may be created hereto, is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision of the Agreement or applicable amendment. Each provision shall be valid and enforceable to the fullest extent permitted by applicable law, and shall be construed where and whenever possible as being consistent with applicable law.

Section 10 Representation by Counsel

This Agreement has been negotiated by the Parties through their respective legal counsel and embodies terms that were arrived at through mutual negotiation and joint effort, and the Parties shall be considered to have contributed equally to the preparation of this Agreement. The Parties warrant and represent that the terms and conditions of this Agreement have been discussed and negotiated between them, and their respective counsel, and are voluntarily and knowingly accepted for the purpose of making a full and final compromise between the Parties, as referenced herein. The Parties further acknowledge that they understand the facts and their respective legal rights and obligations pursuant to this Agreement.

Section 11 Counterparts

This Agreement may be executed in counterparts, each of which will be an original, and all of which taken together shall constitute one and the same instrument.

Section 12 Execution by Facsimile or Electronic Scanning

Delivery of an executed counterpart of this Agreement by facsimile, or by electronically scanning and e-mailing an executed counterpart signature page, while not specifically required, will be acknowledged by the Parties as being equally as effective as delivery of a manually executed counterpart of this Agreement. The use of a signature page received by facsimile, or through an electronic scan and e-mail, shall not affect the validity, enforceability, or binding effect of this Agreement.

Attachment "A"
Alternative TMDL Milestones and Activities

Project Result:

An Alternative Nutrient TMDL Plan (Plan) supported by the Permittees and approved by PADEP and USEPA, with associated MS4/TMDL permit issuance to follow. The Plan will demonstrate benefits of a successful multi-municipal approach to coordinating required stormwater and phosphorous discharges to achieve regulatory reductions into the Wissahickon Creek.

Milestone 1

Montgomery County Planning Commission (MCPC) designated to convene the 'Wissahickon Alternative TMDL Stakeholder Collaborative' (aka 'Collaborative') consisting of a core group of the (16) watershed municipalities and (4) WWTPs (the 20 Permittees) that is recognized by the US EPA and includes external stakeholders such as WVWA and FOW.

Activities:

- Led by MCPC, organizational structure finalized and implemented for the Collaborative.
- Coordination procedures with regulatory agencies approved and implemented.
- MCPC conducts regular monthly Collaborative meetings for the duration of the project.

MILESTONE 2

EFC works with each Collaborative member to develop a long term comprehensive financial strategy for implementing approved Alternative Nutrient TMDL plan projects/programs.

Activities:

- Initial individual Collaborative member engagement and baseline economic assessments completed
- Agreement with EPA executed for implementation expenditures.

MILESTONE 3

PEC coordinates the Technical Team to develop an Alternative Nutrient TMDL, using strategic guidance from WVWA, with plan approval by PA DEP and US EPA.

Activities:

- PEC forms a Technical Team consisting of CSC, EFC, MCPC, and legal counsel to be selected by the Permittees, with input from the Technical Team.

MILESTONE 4

Within 3 years of the signing of the IGA or sooner, Technical Team recommends an Alternative Nutrient TMDL science-based strategy for the Wissahickon watershed, submitted to PA DEP and US EPA for review and approval.

Activities:

- Key results of recent and ongoing studies and modeling efforts for the Wissahickon Creek watershed are compiled to fully describe the problems causing the water quality impairments

- Strategies and projects for Permittees to address water quality impairments and improve water quality are identified, evaluated, and prioritized for the watershed
- Temple CSC implements a preliminary adaptive watershed monitoring program during the planning process (month 6) with a long-term plan developed and adopted by the Collaborative to assess water quality improvements going forward

MILESTONE 5

Within 3 years of the signing of the IGA or sooner, EFC and Collaborative develop a long term comprehensive financial strategy for implementing approved Alternative Nutrient TMDL plan projects/programs.

Activities:

- In coordination with Temple CSC work, costs of plan projects/programs and associated timelines identified
- Equitable funding strategy approved by Collaborative members reflective of the capacities of individual municipalities, multi-municipal authorities and potential for other public and private funding sources.

MILESTONE 6

By the beginning of the third year from the signing of the IGA or sooner, strategies developed and deployed to ensure education and outreach is completed to build support for the Alternative TMDL plan.

Activities:

- Lead by WVWA, residents of the Wissahickon are kept informed of project progress, educated and encouraged to understand why Wissahickon water quality needs to be improved and how a TMDL Alternative may be a beneficial solution.
- Expand on existing DRWI programs including workshops, restoration site visits, and municipal technical assistance as necessary to accomplish the above activities.

MILESTONE 7

By the first quarter of the third year from the signing of the IGA or sooner, approved Alternative Nutrient TMDL Plan process documented with benefits/lesson learned compiled and, led by PEC, information dissemination actively underway in the DRWI, Delaware Watershed and Pennsylvania.

Activities:

- TMDL Alternative Plan Draft Report compiled and presented to public and regulators for review with multi-municipal TMDL Alternative Plan Report finalized thereafter.
- PEC devises and initiates a process for documentation and dissemination of a successful Alternative TMDL process; recruits and contracts with a professional to document alternative TMDL process.
- PEC defines multi-municipal benefits and develops strategies to promote multi-municipal Alternative TMDL process elsewhere in the DRWI clusters, across the Delaware basin and throughout Pennsylvania. Robust dissemination implemented as evidenced by a minimum of

five (5) professional presentations, and three (3) articles published via print or electronic platforms.

Draft

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: August 17, 2016

I move that: Borough Council adopt attached Resolution 16-24 authorizing, empowering and directing the proper officers of the governing board to appoint a liaison between it and Berkheimer, the duly appointed collector of local taxes for the district, for the express purpose of sharing confidential tax information with the district for official purposes.

Presented by: _____ Van Dame

Seconded by: _____

**LANSDALE BOROUGH,
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2016-24

A RESOLUTION OF THE BOROUGH OF LANSDALE, MONTGOMERY COUNTY, PENNSYLVANIA; AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE GOVERNING BOARD TO APPOINT A LIAISON BETWEEN IT AND BERKHEIMER, THE DULY APPOINTED COLLECTOR OF LOCAL TAXES FOR THE DISTRICT, FOR THE EXPRESS PURPOSE OF SHARING CONFIDENTIAL TAX INFORMATION WITH THE DISTRICT FOR OFFICIAL PURPOSES; REPEALING ALL INCONSISTENT RESOLUTIONS OF PARTS THEREOF; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Local Tax Enabling Act ("LTEA"), authorizes certain political subdivisions, including Borough of Lansdale of Montgomery County, to provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

WHEREAS, Borough of Lansdale of Montgomery County, has entered into contractual agreement with **BERKHEIMER** of Bangor, Pennsylvania, whereby and whereunder Borough of Lansdale Council appointed Berkheimer to collect **certain local taxes**; and

WHEREAS, the LTEA specifically mandates that any information gained by the appointed tax officer, his agents or by any other official or agent of the taxing district, as a result of any declarations, returns, investigations, hearings or verifications required or authorized by the taxing municipality's ordinance or resolution, be kept confidential, except for official purposes; and

WHEREAS, any person who divulges any information which is confidential under the provisions of any ordinance or resolution, upon conviction may be subject to fines and/or imprisonment, upon conviction, and dismissal from office or discharge from employment; and

WHEREAS, Berkheimer requires passage of a resolution by the governing body of the Borough of Lansdale of Montgomery County specifying that said confidential information is needed for official purposes and absolving Berkheimer from any liability in connection with the release of said confidential information;

NOW, THEREFORE, be it, and it is hereby **RESOLVED** by the Lansdale Borough Council, and it is hereby **ADOPTED** and **RESOLVED** by authority of same as follows:

- I. The Lansdale Borough Council President is hereby authorized and directed to execute the attached Agreement on behalf of the Borough, and the Borough Manager is authorized and directed to attest the same.
- II. All resolutions or parts thereof inconsistent with this Resolution are hereby repealed to the extent of the inconsistency.

III. The provisions of this Resolution are declared to be severable. If any provision of this Resolution is declared by a court of competent jurisdiction to be invalid or unconstitutional, such determination shall have no effect on the remaining provisions of this Resolution.

IV. This Resolution shall be effective immediately upon its legal adoption.

ADOPTED and **RESOLVED** this 17th day of August, 2016.

ATTEST:

LANSDALE BOROUGH

Jacob I. Ziegler,
Borough Secretary

Denton Burnell,
Council President

I, Denton Burnell, President of the Lansdale Borough Council, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted August 18, 2016 at a regular meeting of the Lansdale Borough Council held the 17th day of August, 2016.

DATE

Denton Burnell, President

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: August 17, 2016

I move that: Borough Council adopt attached Resolution 16-25 granting preliminary and final subdivision
plan approval for the subdivision of a tract of land located at 200 Hatfield Street.

Presented by: _____ Angelichio

Seconded by: _____

**BOROUGH COUNCIL OF THE BOROUGH OF LANSDALE
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

RESOLUTION 2016-25

“Preliminary/Final Subdivision Plan Approval”

**GRANTING PRELIMINARY AND FINAL SUBDIVISION PLAN APPROVAL
FOR THE SUBDIVISION OF A TRACT OF LAND LOCATED AT 200 HATFIELD STREET**

WHEREAS, North Penn Professional center, LLC (“Applicant”) is the legal owner of a tract of land located at 200 Hatfield Street, Lansdale, PA 19446 (the “Tract”); and

WHEREAS, Applicant proposes to subdivide the Tract into two (2) individual lots for the construction of two (2) duplex dwellings with two (2) dwelling units in each building for a total of four (4) dwelling units, with associated parking along the stone alley to the east of the Tract (the “Project”), and

WHEREAS, the Lansdale Borough Planning Commission recommends that the Lansdale Borough Council grant Preliminary and Final Subdivision approval for the Project as set forth on the plans prepared by Metz Engineers dated January 8, 2016, last revised July 14, 2016, consisting of six (6) sheets, and a “General Description and Stormwater Management Report” dated January, 2016, last revised July 11, 2016 (the “Plans”); and

WHEREAS, Applicant has previously obtained and supplied or will obtain and supply to Lansdale Borough all applicable permits and approvals from all Authorities, agencies and municipalities having jurisdiction in any way over the Project and any necessary on-site and off-site easements to legally discharge storm-water, connect to utilities and provide for vehicular access and parking; and

WHEREAS, Applicant desires to obtain Preliminary/Final Approval of the Subdivision Plans from Lansdale Borough in accordance with Section 508 of the Municipalities Planning Code.

NOW, THEREFORE, be it **RESOLVED** that the Borough Council of Lansdale hereby grants Preliminary/Final Minor Subdivision Approval for the Project, in accordance with the Plans which are incorporated by reference as if fully set forth herein, subject, however, to Applicant fulfilling the following conditions to the satisfaction of Borough Council:

1. Prior to the signing of Plans and their being recorded, Applicant shall revise the Plans to resolve to the satisfaction of the Borough, all issues set forth in the RVB review letter dated July 18, 2016, which is incorporated herein by reference.
2. The Applicant shall comply with the Decision of the Lansdale Zoning Hearing Board dated May 27, 2016, which is incorporated herein by reference.
3. Prior to the signing of the Plans and their being recorded, Applicant shall enter into a Development Agreement and Financial Security Agreement (“Agreements”) with the Borough. The Agreements shall be satisfactory to the

Borough Solicitor and Borough Council, and Applicant shall obligate itself to complete all of the public improvements shown on the Plans (if any) in accordance with Borough criteria and specifications, as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

4. The project shall be developed in strict accordance with the content of the notes on the Plans and the terms and conditions of this Preliminary/Final Subdivision Approval Resolution.

5. The costs of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, Notes to the Plans, and this Preliminary/Final Subdivision Approval resolution shall be borne entirely by Applicant and shall be at no cost to the Borough.

6. Applicant shall provide the Borough Manager, Director of Community Development and the Borough Engineer with at least seventy-two (72) hours of notice prior to the initiation of any demolition, grading or ground clearance in connection with the Project so that the Borough may certify that all appropriate permits have been obtained and all appropriate erosion and sedimentation control facilities (if any) have been properly installed and also that snow fencing or other types of boundary markers (if any) acceptable to the Borough have been installed to protect such facilities proposed not to be eliminated during the construction of the Project.

7. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and the recording of the Plans must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by the Borough. The final plan or record plan shall not be signed or recorded by the Borough until the applicable fees have been paid. In the event the fees have not been paid and the final plans have been recorded within ninety (90) days of the date of this Resolution (or any written extension thereof), this contingent Preliminary/Final Subdivision Approval shall expire and be deemed to have been revoked.

8. Under the provisions of Pennsylvania Municipalities Planning Code, Applicant has the right to accept or reject conditions imposed by the Borough upon the Preliminary/Final Subdivision Approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the Applicant.

9. Prior to the signing of the Plans and their being recorded, the Applicant shall revise the Plans to show a cross-parking easement in favor of the residents of Lot 2 in order to access the parking area situated on Lot 1 pursuant to the legal description prepared by Metz Engineers dated July 14, 2016, and shall record such easement in the Office of the Recorder of Deeds for Montgomery County, and shall supply proof of such recording to the Borough.

RESOLVED at the public meeting of the Lansdale Borough Council held on August 17, 2016.

LANSDALE BOROUGH COUNCIL

Attest: _____
Jacob I. Ziegler
Borough Secretary

By: _____
Denton Burnell,
Council President

Draft

SENIOR PRINCIPALS

Edward Vernick, PE, CME, President
Craig F. Remington, PLS, PP, Vice President
Michael D. Vana, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME, CFM
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

PRINCIPALS

Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME, CPWM, CEP
Alan Dittenhofer, PE, PP, CME
Leonard A. Faiola, PE, PP, CME
Christopher J. Fazio, PE, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME

SENIOR ASSOCIATES

Charles E. Adamson, PLS, AET
John J. Cantwell, PE, PP, CME
Richard B. Czekanski, PE, CME, BCCE
Annina Hogan, PE, RA, CME, CPWM, LEED-AP
Kenneth C. Ressler, PE, CME
Frank J. Senoy, Jr., PE, PP, CME
Gregory J. Sullivan, PE, PP, CME

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers

232 Kings Highway East
Haddonfield, NJ 08033
☐ (856) 795-9595

**Remington, Vernick
& Vena Engineers**

9 Allen Street
Toms River, NJ 08753
☐ (732) 286-9220

3 Jacama Boulevard, Suite 300-400
Old Bridge, NJ 08857
☐ (732) 955-8000

**Remington, Vernick
& Walberg Engineers**

845 North Main Street
Pleasantville, NJ 08232
☐ (609) 645-7110

4907 New Jersey Avenue
Wildwood City, NJ 08260
☐ (609) 522-5150

Melford Plaza I, Suite 400
16701 Melford Boulevard
Bowie, MD 20715
☐ (240) 544-5382

**Remington, Vernick
& Beach Engineers**

922 Fayette Street
Conshohocken, PA 19428
☐ (610) 940-1050

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
☐ (412) 263-2200

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
☐ (302) 266-0212

**Remington, Vernick
& Arango Engineers**

The Presidential Center, Lincoln Building
Suite 600, 101 Route 130,
Cinnaminson, NJ 08077
☐ (856) 303-1245

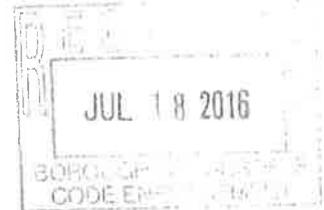
300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
☐ (201) 624-2137

July 18, 2016

**Borough of Lansdale
One Vine Street
Lansdale, PA 19446-3601**

**Attn: Mr. John Ernst
Director of Community Development**

**Re: Two Lot Subdivision
North Penn Professional Center
200 Hatfield Street
TMP# 11-00-07812-00-7
Our File #PMLDP078 (Third Review)**



Dear Mr. Ernst:

Our office has received the above referenced site plan submission consisting of the following:

- One (1) set of plans consisting of six (6) sheets entitled North Penn Professional Center prepared by Metz Engineers of Lansdale, PA 19446 dated January 8, 2016 and last revised July 14, 2016.
- General Description and Stormwater Management Report dated January 2016 and last revised July 11, 2016 as prepared by Metz Engineers.

I. SUBMISSION INFORMATION

**Applicant
& Owner:** North Penn Professional Center, LLC
920 North Broad Street
Lansdale, PA 19446
215-368-5105
Fax 215-368-7020
Attn: John R. Nash, DDS

Engineer: Metz Engineers.
410 Derstine Avenue
Lansdale, PA 19446-0608
215-855-3111
Fax 215-855-5143
Attn: Jeffeey A Wert, P.E., P.L.S.
jwert@metzinc.com

Proposal: The applicant proposes to subdivide an existing lot parcel into two individual lots in order to construct twin duplex residence units. Both duplex units will front on Hatfield Street with perpendicular parking access along the stone alley to the east of the parcel.

Zoning: The parcel is located in the Class B Residential District.

Our comments are noted as follows. Please note that underlined statements are items that must be addressed by the applicant prior to final plan approval. Please respond to the comments by the item numbers that follow:

II. REQUIRED PERMITS/AGENCY REVIEWS

1. The Borough Fire Marshall. *The Applicant acknowledges this requirement.*
2. Montgomery County Planning Commission (MCPC). *The MCPC issued a review letter dated April 14, 2016 and the Applicant has revised the plans to address the comments.*

III. ZONING COMMENTS

1. Variances were granted by the Zoning Hearing Board on May 27, 2015 for:
 - Section 122-904.B(3) – to permit lot widths of 36 and 37 feet (45 feet required)
 - Section 122-904.D – to allow a zero (0) foot side yard where the buildings are attached

IV. SALDO WAIVER REQUESTS

1. Section 304.3.b.3 – to use an aerial photo for the existing features within 400 feet of the site - *our office can support this waiver request.*
2. Section 304.3.b.11; 306.h; 306.1.D.2(f) – to not provide open space for this project - *our office added these waiver request sections in response to the General Note 18 on Plan Sheet 1.*
3. Section 306.1.A.1 through 5 – to consider this application a Minor Land Development - *our office can support this waiver request.*
4. Section 402.3 – to not provide additional right-of-way or paving width for Hatfield Street - *our office would also add Sections 305.1.b.7; 306.1.D.2(f) and 400.4 which also deal with widening the right-of-way and paving for residential streets.*

5. Section 403.3.E – to provide parking within ten (10) feet of any property line - our office can support this waiver request.
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7. Section 416.4 – to not require a review by the Montgomery County Conservation District (MCCD) due to the size of the subject parcel - our office can support this waiver request and our office will also conduct a review of the proposed Erosion and Sediment Control Facilities utilizing MCCD criteria.

V. SALDO COMMENTS

1. Provide the existing size of the sanitary sewer piping (304.3.a.5; 304.3.b.6; 304.3.b.9). *Item Satisfied.*
2. Provide the storm sewer easement and lot cross easements legal description to be recorded (304.3.b.13; 306.k; 306.1.D.1(e); 306.1.D.2(e); 409.10). *Legals have been provided. See comments below.*
3. Provide the depth of the water table or bedrock, the soil type(s) with limitations and percolation test results in the Stormwater Management Report (304.3.b.16; 306.1.D.2(g)). *Item Satisfied.*
4. Add a signature block for the Zoning Hearing Board stating that variances have been granted (305.1.c.4; 306.1.G.4). *Item Satisfied.*
5. Modify the Stormwater Management Report to demonstrate that there will not be an increase in stormwater runoff for all storms. Provide calculations for pre and post construction cfs for the 2, 5, 10, 25, 50, and 100 year storms. A comparison chart should be provided. (409; 409.7; 409.11.L). *Increase in impervious surface is less than 5,000 SF and the volume control has been satisfied.*
6. Submit to the Borough, the letters from the utility service suppliers for their endorsement of providing underground service (411.2.A). *The Applicant states that the required letters will be supplied under separate cover.*
7. Submit Plans to the Borough of Lansdale Authority for sanitary sewer review and comments (412.1). *The Applicant states that plans will be submitted to the Authority.*
8. Provide a detailed cost estimate for the preparation of the Land Development Agreement (424). *Item Satisfied.*

9. On Plan Sheet 1 - the plan shall indicate the following information: Applicant name, address, contact person, phone, and fax; Owner phone, fax. *Item Satisfied.*
10. On Plan Sheet 1 – add a Sheet Index. *Item Satisfied.*
11. On Plan Sheet 1 and others – do not show a concrete monument at the corner of the stone and grass alleys. The existing iron pin that was found controls and is not to be removed. *Item Satisfied.*
12. On Plan Sheet 1 – show the limit of the parking area paving along the stone alley. *Item Satisfied.*
13. On Plan Sheet 1 and 2 – add SR 2004 to Broad Street. *Item Satisfied.*
14. The Applicant shall secure approval from PennDOT to discharge stormwater into the existing storm inlet at the edge of the parking lot on the William Nash property which is part of PennDOT's storm drainage system. *The Applicant states that the existing inlet on the Nash property and the connection to the Broad Street drainage system was previously approved. The proposed flows to the inlet are reduced from the existing condition due to the installation of the seepage bed. No PennDOT permit would be required for a reduction in storm flows.*
15. On Plan Sheet 1 – Zoning Chart – add a ~~single~~ double asterisk to the values for Minimum Lot Width for Lot 1 and Lot 2.
16. On Plan Sheet 3 – Storm Profile – show the two sanitary sewer laterals. *Item Satisfied.*
17. On Plan Sheet 3 – Storm Profile – show the correct size and elevation of the ~~four~~ (4) six (6) inch PVC overflow pipe entering Yard Inlet #2. *Item Satisfied.*
18. On Plan Sheet 3 – Plan View – correct the elevation call-out for the ~~four~~ (4) six (6) inch overflow pipe (off by 100 feet). *Item Satisfied.*
19. On Plan Sheet 4 – Erosion & Sediment Control Plan – adjust the Limit of Disturbance lines to include the limits of the 12” Silt Soxx. *Item Satisfied.*
20. On Plan Sheet 6 – there are two (2) details for a concrete washout. Remove the one that you do not propose to construct. *Item Satisfied.*
21. On Plan Sheet 6 – add a detail for the proposed four (4) foot fence. *Item Satisfied.*
22. On Plan Sheet 6 – Downspout Seepage Bed Detail – Plan View – show the two (2) foot wide river rocks at the lower edge of the seepage bed. *Item Satisfied.*

23. On Plan Sheet 6 – Downspout Seepage Bed Detail – Profile View – change the title to Section View and show the two (2) foot wide river rocks on the right edge. No river rocks are shown.
24. On Plan Sheet 6 – Downspout Seepage Bed Detail – Front View - use A-A, B-B etc. cut arrows on the other views that are shown to indicate what additional views are being shown. *Item Satisfied.*
25. On Plan Sheet 6 – Downspout Seepage Bed Detail – Front View – provide more information for the Relief Grate. *Item Satisfied.*
26. All planting details should include a minimum of 4” of mulch. *Item Satisfied.*
27. Consideration should be given to providing a paved surface on the stone alleyway. This is the main access point to the development and increased vehicular use could further deteriorate the current condition. *The alley is proposed to be paved.*
28. Provide pipe sizing calculations so it can be determined if the 12” HDPE pipe will be adequate. The calculations should also confirm that there is adequate scour velocity to clean the pipe. *Item Satisfied.*
29. On Plan Sheet 1 – Zoning Hearing Board Signature Block – replace we’ve with were.
30. On Plan Sheet 4 – provide a Construction Sequence – The Stone Construction Entrance cannot occupy the same area as the seepage bed.
31. On Plan Sheet 6 – Downspout Seepage Bed Detail – End View – the wording for the clean stone does not match the diagram call-out dimensions.
32. On Plan Sheet 6 – Downspout Seepage Bed Detail – Plan View & Section – show the 6” overflow pipe.
33. On Plan Sheet 6 – Downspout Seepage Bed Detail – Section View – add elevations to the limits of stone and pipe inverts.
34. Proposed Cross Parking Easement – Legal Description – Line 5 – change southwesterly to southeasterly.
35. Proposed Cross Parking Easement – Legal Description – Line 7 – change northeasterly to southeasterly.
36. Proposed Storm Sewer Easement – Legal Description – Line 2 – change 20 foot wide alley to 20 foot wide stone alley.

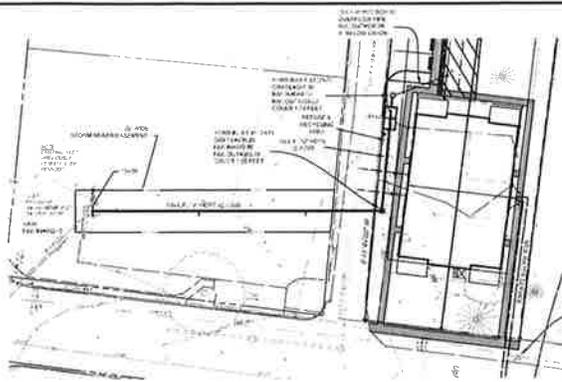
37. Proposed Storm Sewer Easement – Legal Description – Line 3 – change 39.5 to 39.56 – and remove the +/-.
38. Proposed Storm Sewer Easement – Legal Description – Line 4 – change westerly to easterly.
39. Proposed Storm Sewer Easement – Legal Description – Line 4 – change 20 foot wide alley to 20 foot wide stone alley.
40. Proposed Storm Sewer Easement – Legal Description – Line 7 – add North before 53 degrees.
41. Proposed Storm Sewer Easement – Legal Description – Line 8 – change 20 foot alley to 20 foot wide stone alley

Our approval is contingent upon the applicant addressing all of the comments in this review letter. Should you have any questions please feel free to contact me directly at (610) 940-1050, extension 3002.

Very truly yours,
Remington, Vernick & Beach Engineers


Christopher J. Fazio, P.E., C.M.E.
Principal

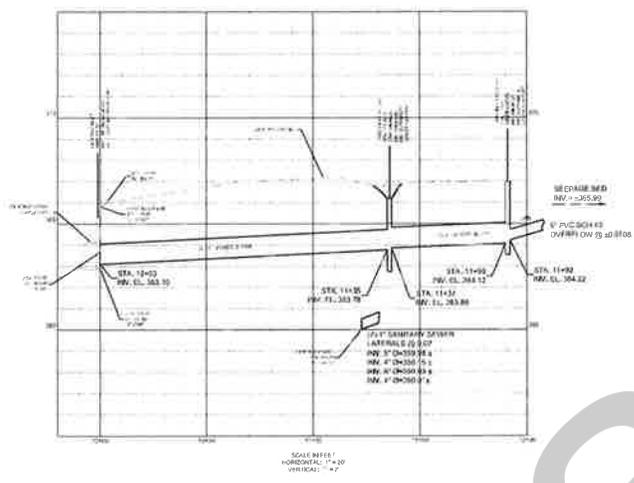
cc: John R. Nash, DDS, Property Owner
Jeffrey A Wert, P.E., P.L.S., Metz Engineers
Jake Ziegler, Borough Manager
Sean Kilkenny, Borough Solicitor
Michael Narcowich AICP., Montgomery County Planning Commission
Jay Daveler, Fire Chief
Thomas F. Beach, P.E., C.M.E., Executive Vice President
Kelly A. Goff, P.E.



LEGEND	
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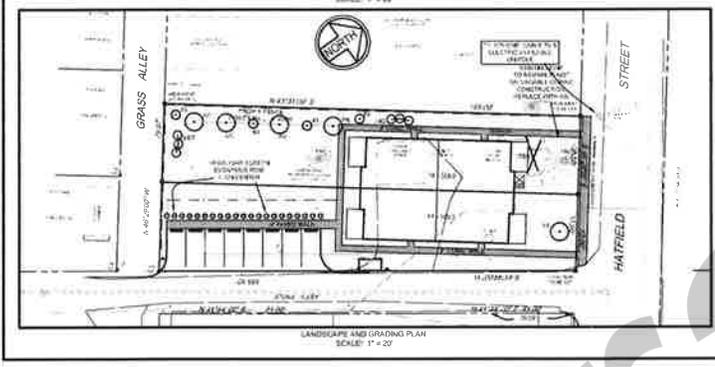
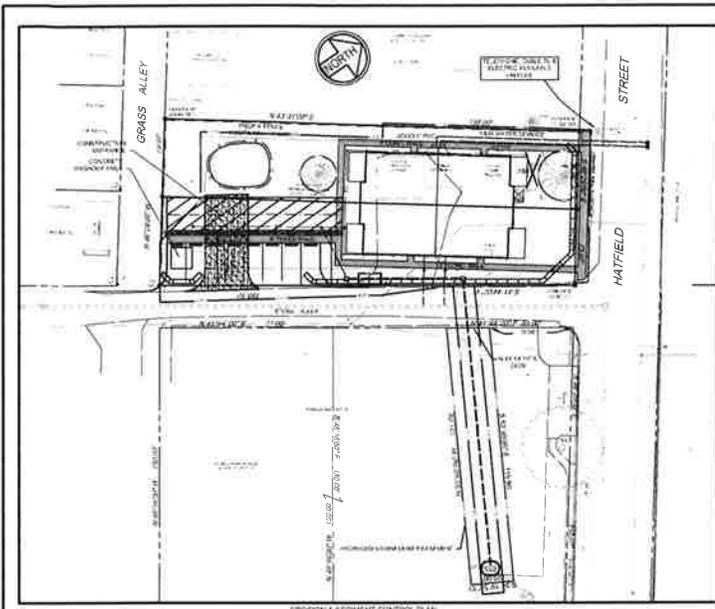
LOCATION MAP 1"=800'



SCALE SHEET
HORIZONTAL: 1"=30'
VERTICAL: 1"=4'



PLANT/PROFILE		JAW
NORTH PENN PROFESSIONAL CENTER 200 HATFIELD STREET LITITZ, PA 17541-1000		M7678
Metz Engineers		1"=20'
Paul Pappas & David Pappas		3/6



LEGEND

[Symbol]	1. EROSION CONTROL STRUCTURES
[Symbol]	2. SEDIMENT BASIN
[Symbol]	3. SILT FENCE
[Symbol]	4. CHECK DAM
[Symbol]	5. STORM WATER MANAGEMENT
[Symbol]	6. LANDSCAPE PLANTINGS
[Symbol]	7. GRADING
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NOTES

1. ALL EROSION CONTROL STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) EROSION CONTROL MANUAL (2009 EDITION).
2. ALL SEDIMENT BASINS SHALL BE DESIGNED TO HOLD A MINIMUM OF 100 CUBIC YARDS OF SEDIMENT.
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LANDSCAPE SCHEDULE

ITEM	QUANTITY	SIZE	HEIGHT	SPACING
1. MULCH	100	4"	6"	10'
2. MULCH	100	4"	6"	10'
3. MULCH	100	4"	6"	10'
4. MULCH	100	4"	6"	10'
5. MULCH	100	4"	6"	10'
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PROFESSIONAL CENTER

Metz Engineers

1"=20'

4/6



Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

July 15, 2016

Mr. John Ernst, Assistant Manager
Borough of Lansdale
One Vine Street
Lansdale, PA 19446-3601

Re: Two Lot Subdivision
North Penn Professional Center
200 Hatfield Street
TMP# 11-00-07812-00-7
Our File #PMLDP078 (Initial Review)

Dear John:

Please accept these plans and reports in response to the MCPC and Borough Engineers' revisions numbered in kind. Six (6) sets of the plans and two (2) copies of the revised Stormwater Management Report are enclosed, along with a CD of the documents. Our responses are numbered in kind and shown in *bold, italics*.

II. REQUIRED PERMITS/AGENCY REVIEWS

1. The Borough Fire Marshall

Response: All building construction to comply with Borough Codes. No review received to date. Site is bordered on Hatfield Street by a 16" Ø DIP with adequate pressure and volume. Three fire hydrants are within 500' or less of the site and shown on plans.

2. Montgomery County Planning Commission – Review April 14, 2016

Response:

A1 – A cross parking easement has been added to the plan and will be incorporated into a document to be recorded with the plan in accordance with the 6/21 email from the Borough Solicitor. See note 10.

- B1 – The alley is to be paved with 2” of 9.5 mm with the limits of the existing stone as shown on the plan and will be paved to connect to the parking spaces.*
C1 – A fenced enclosure (6’ board on board with a concrete pad) has been added for trash and recycling.
C2 – Parking area landscaping, a row of euonymus shrubs, has been added to soften the headlights. Additional plantings have been added to the buffer along the Clark property line, as requested.

III. ZONING COMMENTS

1. Variances were granted by the Zoning Hearing Board on May 27, 2015 for:
 - Section 122-904.B(3) – to permit lot widths of 36 and 37 feet (45 feet required)
 - Section 122-904.D – to allow a zero (0) foot side yard where the buildings are attached.

Response: Relief granted is noted on the Record Plan with a place for the Zoning Hearing Board to sign, as requested.

IV. SALDO WAIVER REQUESTS

1. Section 304.3.b.3 – to use an aerial photo for the existing features within 400 feet of the site - our office can support this waiver request.

Response: Waiver request as noted on the plan.

2. Section 304.3.b.11; 306.h; 306.1.D.2(f) – to not provide open space for this project - our office added these waiver request sections in response to the General Note 18 on Plan Sheet 1.

Response: Waiver sections added to the Record Plan.

3. Section 306.1.A.1 through 5 – to consider this application a Minor Land Development - our office can support this waiver request.

Response: Waiver request as noted on the plan.

4. Section 402.3 – to not provide additional right-of-way or paving width for Hatfield Street - our office would also add Sections 305.1.b.7; 306.1.D.2(f) and

400.4 which also deal with widening the right-of-way and paving for residential streets.

Response: Waiver sections added to the Record Plan.

5. Section 403.3.E – to provide parking within ten (10) feet of any property line - our office can support this waiver request.

Response: Waiver request as noted on the plan.

6. Section 409.11.D – to permit twelve (12) inch diameter storm pipes in lieu of fifteen (15) inch - our office requests that pipe sizing calculations be provided so it can be determined if the 12" HDPE pipe will be adequate. The calculations should also confirm that there is adequate scour velocity to clean the pipe.

Response: Information has been added to the Stormwater Management Report. The pipe can carry the required 3.3 cfs of flow and the velocity is more than 2 feet per second for scour minimums.

7. Section 416.4 – to not require a review by the Montgomery County Conservation District (MCCD) due to the size of the subject parcel - our office can support this waiver request and our office will also conduct a review of the proposed Erosion and Sediment Control Facilities utilizing MCCD criteria.

Response: Waiver requested on the plan, review requested by RVB.

V. SALDO COMMENTS

1. Provide the existing size of the sanitary sewer piping (304.3.a.5; 304.3.b.6; 304.3.b.9).

Response: Pipe size is 8" per Borough Sewer Department telecom.

2. Provide the storm sewer easement and lot cross easements legal description to be recorded (304.3.b.13; 306.k; 306.1.D.1(e); 306.1.D.2(e); 409.10).

Response: Easements shown on plan. Legals attached.

3. Provide the depth of the water table or bedrock, the soil type(s) with limitations and percolation test results in the Stormwater Management Report (304.3.b.16; 306.1.D.2(g)).

Response: Information is provided in Penns Trail Report, as attached, and attach to the Stormwater Management Report.

4. Add a signature block for the Zoning Hearing Board stating that variances have been granted (305.1.c.4; 306.1.G.4).

Response: Signature block added.

5. Modify the Stormwater Management Report to demonstrate that there will not be an increase in stormwater runoff for all storms. Provide calculations for pre and post construction cfs for the 2, 5, 10, 25, 50, and 100 year storms. A comparison chart should be provided. (409; 409.7; 409.11.L).

Response: Per the Code, Section 106.1, peak rate requirements are not required, see Stormwater Management Report, as the impervious cover is less than 5000 SF.

6. Submit to the Borough, the letters from the utility service suppliers for their endorsement of providing underground service (411.2.A).

Response: Letters of commitment will be provided under separate cover. Telephone, CATV and electric available in pole in front of lot 2.

7. Submit Plans to the Borough of Lansdale Authority for sanitary sewer review and comments (412.1).

Response: Plans will be submitted for review.

8. Provide a detailed cost estimate for the preparation of the Land Development Agreement (424).

Response: Cost estimate attached.

9. On Plan Sheet 1 - the plan shall indicate the following information: Applicant name, address, contact person, phone, and fax; Owner phone, fax.

Response: Information added to Record Plan.

10. On Plan Sheet 1 – add a Sheet Index.

Response: Index added to cover sheet.

11. On Plan Sheet 1 and others – do not show a concrete monument at the corner of the stone and grass alleys. The existing iron pin that was found controls and is not to be removed.

Response: Concrete monument deleted. Iron pin found to remain.

12. On Plan Sheet 1 – show the limit of the parking area paving along the stone alley.

Response: Limits of paving shown.

13. On Plan Sheet 1 and 2 – add SR 2004 to Broad Street.

Response: SR added to the plan.

14. The Applicant shall secure approval from PennDOT to discharge stormwater into the existing storm inlet at the edge of the parking lot on the William Nash property which is part of Penn Dot's storm drainage system.

Response: Inlet and connection to Broad Street was previously reviewed and approved by the Borough and PennDOT. The proposed design actually reduces total flows due to the on lot seepage bed controls and infiltration. Runoff from the tract reaches the inlet via pipe or by surface flows. Relief from PennDOT permit is requested.

15. On Plan Sheet 1 – Zoning Chart – add a single asterisk to the values for Minimum Lot Width for Lot 1 and Lot 2.

Response: Asterisk added.

16. On Plan Sheet 3 – Storm Profile – show the two sanitary sewer laterals.

Response: Laterals shown with inverts from both connections.

17. On Plan Sheet 3 – Storm Profile – show the correct size and elevation of the four (4) inch PVC overflow pipe entering Yard Inlet #2.

Response: Correct size, slope and elevations have been shown.

18. On Plan Sheet 3 – Plan View – correct the elevation call-out for the four (4) inch overflow pipe (off by 100 feet).

Response: Elevation corrected.

19. On Plan Sheet 4 – Erosion & Sediment Control Plan – adjust the Limit of Disturbance lines to include the limits of the 12” Silt Soxx.

Response: Silt soxx location adjusted.

20. On Plan Sheet 6 – there are two (2) details for a concrete washout. Remove the one that you do not propose to construct.

Response: Detail removed that is not to be used.

21. On Plan Sheet 6 – add a detail for the proposed four (4) foot fence.

Response: Detail added.

22. On Plan Sheet 6 – Downspout Seepage Bed Detail – Plan View – show the two (2) foot wide river rocks at the lower edge of the seepage bed.

Response: Detail revised.

23. On Plan Sheet 6 – Downspout Seepage Bed Detail – Profile View – change the title to Section View and show the two (2) foot wide river rocks on the right edge.

Response: Detail revised.

24. On Plan Sheet 6 – Downspout Seepage Bed Detail – Front View - use A-A, B-B etc. cut arrows on the other views that are shown to indicate what additional views are being shown.

Response: Views are clarified.

25. On Plan Sheet 6 – Downspout Seepage Bed Detail – Front View – provide more information for the Relief Grate.

Response: Relief grate information provided.

26. All planting details should include a minimum of 4” of mulch.

Response: 4” of mulch shown.

27. Consideration should be given to providing a paved surface on the stone alleyway. This is the main access point to the development and increased vehicular use could further deteriorate the current condition.

Response: Alleyway is shown to be paved on plan. See MCPC comment above.

28. Provide pipe sizing calculations so it can be determined if the 12" HDPE pipe will be adequate. The calculations should also confirm that there is adequate scour velocity to clean the pipe.

Response: Sizing and velocity calculations are provided in Stormwater Management Report and meet standards. 12" Ø can carry 3.3 cfs at more than 2.0 fps (4.3 fps +/-).

Please call if you have any questions or require additional information.

Very truly yours,
Metz Engineers



Jeffrey A. Wert, P.E., P.L.S.
Principal

JAW/dsf

Enclosures: Costs
Legals
Penns Trail Report
Stormwater Management Report

c: John R. Nash, DDS, Property Owner, w/enclosure
Christopher J. Fazio, P.E., C.M.E., w/enclosure



John Nash - North Penn Professional Center
 Construction Cost Estimate - M7678
 July 15, 2016

Item No.	Description	Units	Quantity	Unit Price	Contract Price
A EROSION / SEDIMENT CONTROL					
1	Construction Entrance	EA	1	\$750.00	\$750.00
2	18" Filter Fabric Fence	LF	85	\$3.00	\$255.00
3	12" Silt Soxx	LF	200	\$6.50	\$1,300.00
4	Tree Protection Fence	LF	100	\$3.00	\$300.00
5	Inlet Protection	EA	1	\$125.00	\$125.00
6	Concrete Washout Area	EA	1	\$100.00	\$100.00
7	Temporary & Permanent Seeding	LS	1	\$300.00	\$300.00
B SEEPAGE BED					
1	4" PVC Roof Drain	LF	204	\$15.00	\$3,060.00
2	4" PVC Perforated	LF	80	\$18.00	\$1,440.00
3	Stone Bedding (AASHTO No. 1 Stone)	CY	55	\$50.00	\$2,750.00
4	Geotextile Fabric	SY	325	\$6.50	\$2,112.50
5	Cleanouts	EA	11	\$50.00	\$550.00
C EARTHWORK					
1	Strip Topsoil 8" to Stockpile	CY	160	\$3.50	\$560.00
2	Cut to Fill	LS	1	\$750.00	\$750.00
3	Finished Grading	LS	1	\$1,500.00	\$1,500.00
D STORM DRAINAGE					
1	Connect to Existing Structure	EA	1	\$750.00	\$750.00
2	12" HDPE w/stone backfill	LF	188	\$25.00	\$4,700.00
3	2'x2' Yard Inlets	EA	2	\$1,000.00	\$2,000.00
4	8" PVC SCH 40 Pipe	LF	25	\$18.00	\$450.00
5	Saw Cut Parking Lot	LF	260	\$3.00	\$780.00
6	Parking Lot Permanent Paving	SY	270	\$17.50	\$4,725.00
E SANITARY SEWER					
1	Lateral	LF	50	\$35.00	\$1,750.00
2	Cleanouts	EA	2	\$50.00	\$100.00
3	Trench Restoration	LS	1	\$500.00	\$500.00
F WATER SERVICE					
1	Copper Service	LF	250	\$30.00	\$7,500.00
2	Valves	EA	2	\$150.00	\$300.00
3	Street Restoration - Hatfield Street	LS	1	\$1,000.00	\$1,000.00
G CONCRETE & PAVING					
1	Concrete Sidewalk w/stone (4" 2B)	SF	847	\$3.75	\$3,176.25
2	Paved Sidewalk w/stone	SF	325	\$3.25	\$1,056.25
3	Paved Parking Area w/stone	SY	180	\$30.00	\$5,400.00
4	Utility Trench Paving Hatfield Street	SY	16	\$17.50	\$280.00
5	Wheel Stops	EA	8	\$100.00	\$800.00
H LANDSCAPING					
1	Sugar Maple 2.5-3" Cal.	EA	1	\$375.00	\$375.00
2	Shadblow Serviceberry	EA	2	\$225.00	\$450.00
3	Kwanzan Cherry	EA	2	\$255.00	\$510.00
4	Inkberry	EA	7	\$225.00	\$1,575.00



John Nash - North Penn Professional Center
 Construction Cost Estimate - M7678
 July 15, 2016

Item No.	Description	Units	Quantity	Unit Price	Contract Price
5	Japanese Barberry	EA	3	\$155.00	\$465.00
6	Euonymus	EA	21	\$50.00	\$1,050.00
I MISCELLANEOUS					
1	Construction Surveys	LS	1	\$2,500.00	\$2,500.00
2	Monuments	EA	3	\$200.00	\$600.00
3	As Built Plans	LS	1	\$2,000.00	\$2,000.00
4	Signs - Parking for 200 Hatfield street	EA	2	\$100.00	\$200.00
5	Striping	LS	1	\$200.00	\$200.00
6	Sanitary Full Stone Backfill	TN	35	\$16.00	\$560.00
7	Water Full Stone Backfill	TN	30	\$16.00	\$480.00
8	Fence	LF	230	\$20.00	\$4,600.00
9	Dumpster Pad and Enclosure	EA	1	\$750.00	\$750.00
10	Pave Alley (2" 9.5 mm)	SY	350	\$12.50	\$4,375.00
Subtotal Construction Cost					\$71,810.00
Contingency (10 %)					\$7,181.00
Inspection (10%)					\$7,181.00
TOTAL ESCROW AMOUNT					\$78,991.00

Draft



Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

July 14, 2016

M7678
North Penn Professional Center

Proposed Cross Parking Easement
lands of North Penn Professional Center

ALL THAT CERTAIN easement situate in the Borough of Lansdale, Montgomery County, Pennsylvania, being shown on a Land Development Plan, sheet 1 of 6, prepared for North Penn Professional Center by Metz Engineers, Civil Engineers and Surveyors, Lansdale, Pennsylvania, dated January 8, 2016, last revised July 14, 2016, and being more fully described as follows:

BEGINNING at an iron pin found on the southwesterly corner of lands of North Penn Professional Center (taxmap block 11, unit 10), said point being a common legal right-of-way line on the northerly sideline of a certain stone alley (20' wide) and the northeasterly sideline of a certain grass alley (20' wide) as shown on said plan; thence, extending along said grass alley legal right-of-way line, North 46°29'00" West, 25.01 feet to a point; thence, extending on and through said North Penn Professional Center lands the following two (2) courses and distances; 1) North 41°44'00" East, 80.00 feet to a point; 2) South 48°16'00" East, 25.00 feet to a point on the aforementioned stone alley legal right-of-way line; thence, extending along said stone alley legal right-of-way line, South 41°44'00" West, 80.78 feet to a point, said point being the point and place of beginning.

CONTAINING 2,010 sq.ft. (0.0461 acres) of land area, be the same, more or less.

Herbert H. Metz, Inc. Since 1912

\\METZ\M7678\Legal\SPARKING EASE-1.gl.docx



Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

July 13, 2016

M7678
North Penn Professional Center – Proposed Storm Sewer Easement

ALL THAT CERTAIN 20' wide proposed storm sewer easement shown on Lands of William Brian Nace, Block 11, Unit 11, said point being on the southeastern most side of a 20 foot wide alley, unnamed, and being South $41^{\circ}44'00''$ West 39.5 feet +/- from a point marking the intersection of the southwestern side of Hatfield Street (40' wide) and the southwestern side of the aforementioned 20 foot wide alley:

Then from said point of BEGINNING and extending across the Lands of William Brian Nace, South $53^{\circ}40'06''$ East, 119.90 feet to a point; thence, crossing the southeastern most terminus of the 20 foot easement South $36^{\circ}19'54''$ West 20.00 feet; thence, in a northwesterly direction $53^{\circ}40'06''$ West, 121.79 feet to a point on the aforementioned Southeast side of the 20 foot alley; thence, along the alley North $41^{\circ}44'00''$ East, 20.09 feet to the point and place of the beginning.

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**
JOSH SHAPIRO, CHAIR
VALERIE A. ARKOOSH, MD, MPH, VICE CHAIR
JOSEPH C. GALE



**MONTGOMERY COUNTY
PLANNING COMMISSION**
MONTGOMERY COUNTY COURTHOUSE • PO Box 311
NORRISTOWN, PA 19404-0311
610-278-3722
FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP
EXECUTIVE DIRECTOR

April 14, 2016

Mr. John Ernst, Assistant Manager
Lansdale Borough
One Vine Street, Suite 201
Lansdale, PA 19446

Re: MCPC #16-0070-001
Plan Name: 200 Hatfield Street
(2 lots comprising approx. 0.34 ac.)
Situate: Hatfield Street (S)/West of Broad Street
Lansdale Borough

Dear Mr. Ernst:

We have reviewed the above-referenced land development in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on March 17, 2016. We forward this letter as a report of our review.

BACKGROUND

The applicant's representative, Metz Engineers, proposes to subdivide a single-family dwelling lot located at 200 Hatfield Road in the Borough's Class B Residential District, into two lots, and to construct two twin-style duplex dwellings with two duplex units in each building, for a total of four dwelling units. Lot One is proposed at 7,612 square feet, while Lot Two is proposed at 7,215 square feet. Lot One will contain the parking required for both lots. The property is subject to a Zoning Hearing Board decision, dated May 27, 2015, which granted zoning relief from the lot width and side-yard requirements of the property.

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal, however, in the course of our review we have identified the following issues that the applicant and Borough may wish to consider prior to final plan approval. Our comments are as follows.



REVIEW COMMENTS

A. PARKING

1. According to **§122-2003.A** of the Zoning Code, two parking spaces per dwelling unit is required, which has been provided. However, all of the parking spaces provided for both Lot One and Lot Two are located on Lot One. There should be an access easement or deed restriction proposed to permit residents on Lot Two to access the parking spaces on Lot One in perpetuity.

B. TRANSPORTATION

1. Sidewalks. We recommend a sidewalk be constructed along the subject property's frontage on Hatfield Street, extending the sidewalk that leads from Broad Street to the stone alley [**§404**]. Pedestrian connectivity is all the more important in this area in order to capitalize upon Transit-Oriented Development near the 9th Street Station.
2. Alley. The alley leading from Hatfield Street to the parking area is currently comprised of stone. Has there been any discussion about paving the portion between the street and the proposed parking spaces?

C. LANDSCAPING

1. In keeping with **§423.C.1.d** of the SALDO, the locations of outside storage and trash receptacle areas need to be added to the landscape plan, as they are currently absent. Since the rear façade of the proposed development will actually be the main entrance to two of the four proposed dwelling units, we would recommend that care be taken to shield any proposed trash, storage and mechanical equipment away from the residents' use area, while also preventing them from being seen from the street.
2. We recommend that landscaping be used to soften or screen the view of the proposed parking area from the adjacent Clark property and other nearby residential uses, consistent with **§420.2**.

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal, but we believe that our suggested revisions will better achieve Lansdale's planning objectives for traditional residential development.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

Sincerely,



Brian J. Olszak, Community Planner
bolszak@montcopa.org
610-278-3737

c: John R. Nash, Applicant
Metz Engineers, Applicant's Engineer
Jacob I. Ziegler, Borough Manager
Chris Fazio, R.P.E., Remington, Vernick, & Beach, Borough Engineer
Sam Carlo, Chair, Lansdale Planning Commission

Attachments: Aerial views of the property
 Reduced copy of Applicant's plan

Draft

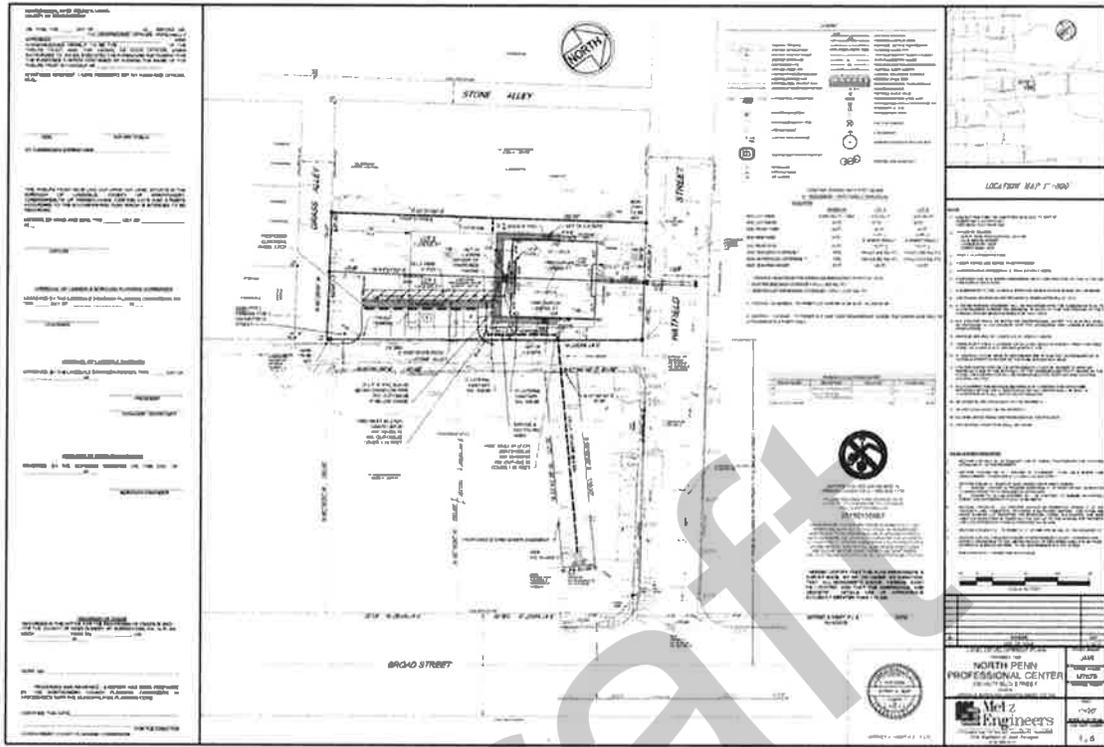


Subject Property

Draft



Pedestrian Route from 200 Hatfield Street to 9th Street Station (Google Maps)



Reduced Copy of Applicant's Plan

Draft



RUBIN, GLICKMAN,
STEINBERG & GIFFORD, P.C.

215.822.7575

JAY C. GLICKMAN
MARC ROBERT STEINBERG²
GREGORY R. GIFFORD
LEWIS GOODMAN
WILLIAM E. MOORE
MATTHEW TAYLOR WILKOV
AMY R. STERN

JOHN H. FILICE
ROSS M. MILLER*
MEYER SIMON*
KIRSTEN S. BALZER*
LIAM J. DUFFY*
MARYKATE E. KELLY*
ANDREW J. LEVIN*

attorneys@rgsglaw.com

www.rgsglaw.com

FAX 215.822.1713

MAILING ADDRESS
P.O. BOX 1277
LANSDALE, PA 19446-0726

OFFICE ADDRESS
2605 NORTH BROAD ST.
COLMAR, PA 18915

NEWTOWN ADDRESS
(BY APPOINTMENT ONLY)
12 PENNS TRAIL SUITE 145
NEWTOWN, PA 18940

IRWIN S. RUBIN
(1915 - 2008)

² BOARD CERTIFIED CRIMINAL TRIAL ATTORNEY
BY THE NATIONAL BOARD OF TRIAL ADVOCACY

* ADMITTED IN NEW JERSEY

May 29, 2015

FILE NO.

20,140

North Penn Professional Center
c/o John R. Nash, DDS
837 Wynnefield Road
Souderton, PA 18964

**Re: Application of North Penn Professional Center
before the Lansdale Zoning Hearing Board
Property: 200 Hatfield Street, Landale, PA
Hearing Dates: March 17, 2015 and April 21, 2015**

JUN 2 2015

Dear Dr. Nash:

I am enclosing herewith a copy of the Decision and Order of the Zoning Hearing Board of Lansdale Borough. By copy of this letter, I am forwarding the original of this document to John Ernst, the Zoning Officer of Lansdale Borough.

Should you have any questions, please feel free to contact me.

Thank you for your kind courtesy and cooperation.

Very truly yours,

RUBIN, GLICKMAN, STEINBERG AND GIFFORD

GREGORY R. GIFFORD

GRG:scc

Enclosure

cc: **Lansdale Zoning Hearing Board**
Attn. John Ernst w/enclosure (original)
Carl N. Weiner, Esquire w/enclosure

**BEFORE THE ZONING HEARING BOARD
OF LANSDALE BOROUGH**

IN RE:

THE APPLICATION OF NORTH PENN PROFESSIONAL CENTER

HEARING DATES: March 17, 2015 and April 21, 2015

DECISION AND ORDER

FINDINGS OF FACT

1. The Applicant is North Penn Professional Center, c/o John R. Nash, DDS, 837 Wynnefield Road, Souderton, PA 18964 (hereinafter "Applicant").

2. The Applicant is the owner of real property located at 200 Hatfield Street, located between Walnut Street and Broad Street, Block 11, Unit 10, Lansdale Borough, Montgomery County, PA (hereinafter "Subject Property").

3. The Subject Property is located in the B-Residential Zoning District of Lansdale Borough, and borders Hatfield Township on the Northeast boundary. The Applicant has requested zoning relief from Section 122-904B(3), to permit a lot width of 36' and 37' per dwelling, in lieu of the 45' requirement. The Applicant also requests zoning relief from Section 122-904D, to permit a 0' side yard requirement, where the 2 dwellings will be attached with a party wall.

4. The Applicant was represented by Carl N. Weiner, Esquire, who presented the Applicant's case as follows:

a) An exhibit packet of documents 1-6, including the plans, photographs, elevation plans, aerial photographs, and expert witness documents was submitted into the record;

b) The testimony of Jeffrey Wert, P., E., PLS., who was qualified as an expert to testify in this matter. Mr. Wert testified that the Subject Property currently has a vacant home, that has been vacant for some time, and that the proposed duplex to be built on each of the sub-divided lots would be two bedroom units that would meet all of the setback requirements. Mr. Wert testified that a two family duplex is a permitted use, and that all other zoning requirements would be complied with. Mr. Wert testified that the duplex is bordered by commercial and industrial on two sides, and residential on the back side. Mr. Wert testified that this would be a reasonable re-development of the property, and that there are many similar properties located around the Subject Property that have an equal or greater number of units on much smaller lots. Mr. Wert further testified that the proposed use would have sufficient lot area, setbacks, impervious coverage, and would match very well into the existing mixed use neighborhood. Mr. Wert testified that there would be no added adverse impact to the community and that this would be a good transition from commercial to residential.

c) Attorney Weiner then reviewed all of the exhibits and documents including aerial photographs showing the location of the property and why the proposed use would be ideal for the Subject Property and would be the type and nature that would fit well into the neighborhood. Attorney Weiner also advised the Board that the property still had to go through full land development and any of the neighbors concerns would be addressed at that time.

5. The Board notes that there were several residents at the Hearing who had questions of the Applicant, including one neighbor who was concerned about children moving into the Subject Properties and creating a nuisance in the neighborhood. Another neighbor had an issue with regard to any water run-off, and was advised that these issues would be addressed at land development.

DISCUSSION

The Applicant has presented expert testimony and sufficient documentation to show that the best and most reasonable re-development of this property would be the re-development as suggested by the Applicant. The Board notes that this is a mixed use area which includes Commercial and Quasi Industrial uses on two sides, and that the one side of the property borders Hatfield Township. The Board notes that the Applicant still has to go through full land development, where any and all of the neighbors concerns would be addressed.

CONCLUSION OF LAW

The Applicant's request for zoning relief was granted to allow the property to be subdivided into the two lots for the construction on each lot of a two family duplex dwelling. The two dwellings will be attached and will share a party wall. The relief was granted subject to the Applicant going through full land development.

ORDER

AND NOW, this 27th day of May, 2015, the Application of **NORTH PENN PROFESSIONAL CENTER** is hereby **GRANTED**, upon condition that the Applicant still has to go through full land development.

ZONING HEARING BOARD OF
LANSDALE BOROUGH



David Boland, Chairman



Benjamin Engelman



Constance Lezenby

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: August 17, 2016

I move that: Borough Council authorize payment in the amount of \$91,800.00.00 to Powergrid Solutions, Inc., for the supply of 15,000 volt vacuum switchgear for Lion Substation per the recommendation of Utilit Engineers PC, consulting engineers for this project. This project will be funded through the Capital Reserves Fund.

Presented by: _____ DiGregoric

Seconded by: _____



Powergrid Solutions, Inc.
 3110 Progress Dr.
 Oshkosh, WI 54901
 Phone: (920) 232-8888
 Fax: (920) 232-8977
 Federal ID # 46-0414113

REMIT TO: POWERGRID SOLUTIONS, INC.
3110 PROGRESS DRIVE
OSHKOSH, WI 54901

INVOICE
22344
DATE
7/19/16

Bill To

akrauss@lansdale.org
 BOROUGH OF LANSDALE
 649 W. NINTH ST.
 LANSDALE, PA 19446
 USA

Ship To

BOROUGH OF LANSDALE
 ONE VINE ST.
 LANSDALE, PA 19446
 USA

CUSTOMER NO.	SHIP VIA	ORDER NO.	REP NO.	PURCHASE ORDER NO.		TERMS
BOROUGH LANSDAL	Best Way	SO55690	8612	12-0184		SEE PAYMENT SCHE
ITEM NUMBER	DESCRIPTION	U/M	QUANTITY SHIPPED	QUANTITY BACKORDERED	UNIT PRICE	AMOUNT
WO SO55690/1	15KV, 2000A, NON-AISLE, 3R, SWITCHGEAR	EA	0.00	1.00	\$0.00	\$0.00
	10% PROGRESS BILL		1.00	0.00	\$20,400.00	\$20,400.00
	35% PROGRESS BILL		0.00	1.00	\$0.00	\$0.00
	LESS: PROGRESS BILLING		0.00	1.00	\$0.00	\$0.00

* Please Note* If sales tax is not charged, the burden then falls on the purchaser. Should there be any questions regarding this invoice, please call (920) 230-1614 or email Julie.Matsche@shallbetter.com.	FREIGHT CHARGES	TAXES	AMOUNT DUE
	\$0.00	0.00	\$20,400.00



Powergrid Solutions, Inc.
 3110 Progress Dr.
 Oshkosh, WI 54901
 Phone: (920) 232-8888
 Fax: (920) 232-8977
 Federal ID # 46-0414113

REMIT TO: POWERGRID SOLUTIONS, INC.
3110 PROGRESS DRIVE
OSHKOSH, WI 54901

INVOICE
22365
DATE
7/28/16

Bill To

akrauss@lansdale.org
 BOROUGH OF LANSDALE
 649 W. NINTH ST.
 LANSDALE, PA 19446
 USA

Ship To

BOROUGH OF LANSDALE
 ONE VINE ST.
 LANSDALE, PA 19446
 USA

CUSTOMER NO.	SHIP VIA	ORDER NO.	REP NO.	PURCHASE ORDER NO.	TERMS	
BOROUGH LANSDAL	Best Way	SO55690	8612	12-0184	SEE PAYMENT SCHE	
ITEM NUMBER	DESCRIPTION	U/M	QUANTITY SHIPPED	QUANTITY BACKORDERED	UNIT PRICE	AMOUNT
WO SO55690/1	15KV, 2000A, NON-AISLE, 3R, SWITCHGEAR	EA	0.00	1.00	\$0.00	\$0.00
	35% PROGRESS BILL		1.00	0.00	\$71,400.00	\$71,400.00
	LESS: PROGRESS BILLING		0.00	1.00	\$0.00	\$0.00

* Please Note* If sales tax is not charged, the burden then falls on the purchaser. Should there be any questions regarding this invoice, please call (920) 230-1614 or email Julie.Matsche@shallbetter.com.	FREIGHT CHARGES	TAXES	AMOUNT DUE
	\$0.00	0.00	\$71,400.00

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: August 17, 2016

I move that: Borough Council authorize the closure of Madison Street from Main Street to North
Wood Street from 5:00pm to 10:00pm for the 6th Annual Lansdale Cruise Night on Saturday,
September 17, 2016 with a rain date of Saturday, September 24, 2016. In addition, authorize the use
of Railroad Plaza from 5:00pm to 10:30pm. This even is contingent upon the Borough's receipt and
approval of required Certificate of Insurance.

Presented by: _____ Work

Seconded by: _____

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: August 17, 2016

I move that: Borough Council award the contract for the 2016 Roadway & Utility Rehabilitation Project,
Base Bid and Alternate #2 to SJM Construction Company, the lowest responsible bidder per the
recommendation of Remington, Vernick, & Beach, engineering consultants for this project.
Alternate #2 will be funded by North Penn Water Authority.

Presented by: _____ Malagari

Seconded by: _____

SENIOR PRINCIPALS

Edward Vernick, PE, CME, President
Craig F. Remington, PLS, PP, Vice President
Michael D. Vena, PE, PR, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME, CFM
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

PRINCIPALS

Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME, CPWM, CEP
Alan Dittenhofer, PE, PP, CME
Leonard A. Faiola, PE, PP, CME
Christopher J. Fazio, PE, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME

SENIOR ASSOCIATES

Charles E. Adamson, PLS, AET
John J. Cantwell, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE
Annina Hogan, PE, RA, CME, CPWM, LEED-AP
Kenneth C. Ressler, PE, CME
Frank J. Seney, Jr., PE, PP, CME
Gregory J. Sullivan, PE, PP, CME

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers

232 Kings Highway East
Haddonfield, NJ 08033
☐ (856) 795-9595

**Remington, Vernick
& Vena Engineers**

9 Allen Street
Toms River, NJ 08753
☐ (732) 286-9220

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
☐ (732) 955-8000

**Remington, Vernick
& Walberg Engineers**

845 North Main Street
Pleasantville, NJ 08232
☐ (609) 645-7110

4907 New Jersey Avenue
Wildwood City, NJ 08260
☐ (609) 522-5150

Melford Plaza I, Suite 400
16701 Melford Boulevard
Bowie, MD 20715
☐ (240) 544-5382

**Remington, Vernick
& Beach Engineers**

922 Fayette Street
Conshohocken, PA 19428
☐ (610) 940-1050

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
☐ (412) 263-2200

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
☐ (302) 266-0212

**Remington, Vernick
& Arango Engineers**

The Presidential Center, Lincoln Building
Suite 600, 101 Route 130,
Cinnaminson, NJ 08077
☐ (856) 303-1245

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
☐ (201) 624-2137

July 27, 2016

**Borough of Lansdale
One Vine Street
Lansdale, PA 19446**

**Attn: Jake Ziegler
Borough Manager**

**Re: Borough of Lansdale
2016 Roadway & Utility Rehabilitation Program
Letter of Recommendation
Our File# PMLDT047**

Dear Jake:

Remington, Vernick & Beach Engineers (RVB) has reviewed the bids received on July 26, 2016 for the above referenced project, and has found no discrepancies in the bid submitted by the apparent low bidder, SJM Construction Co., Inc. (hereafter referred to as "Contractor").

The Contractor submitted their bid for the Base Bid work in the amount of \$891,750.00, for Alternate Bid No. 1 in the amount of \$218,500.00, and for Alternate Bid No. 2 in the amount of \$129,460.00. The Base Bid involves a combination of various pavement and utility improvements for Crestview Road, Derstine Avenue and Hatfield Street. The Alternate #1 bid includes sanitary sewer lining improvements along Crestview Road. The Alternate #2 bid includes improvements that will be performed and paid for by the North Penn Water Authority.

We have checked SJM Construction Co., Inc.'s references and find them to be a responsible contractor. A copy of the bid tabulation has been enclosed for your reference.

RVB therefore recommends award of the Base Bid and Alternate Bid No. 2, contingent upon funds being available and upon receiving authorization to award from all funding agencies. As stated above, the Borough would be awarding the base bid in the amount of \$891,750.00 (which will be funded by the Borough) and the Alternate #2 bid in the amount of \$129,460.00 (which will be funded by the North Penn Water Authority) for the total amount of \$1,021,210.00.

Should you have any questions, please feel free to contact our office at (610) 940-1050.

Very truly yours,
Remington, Vernick & Beach Engineers


Christopher J. Fazio, P.E., C.M.E.
Principal

Enclosure

cc: Thomas F. Beach, P.E., C.M.E., Executive Vice President
Isaac E. Kessler, P.E.
Kelly Goff, P.E.
Ray Rucynski, Manager of Construction Inspection Services



**Rington, Vernick, and
Engineers**
Bid Tabulation

PROJECT NAME:
2016 Roadway and Utility Rehabilitation Program
PROJECT NUMBER:
PMLDT047
CLIENT:
Borough of Lansdale

#	DESCRIPTION	QUANTITY & UNITS		SJM Construction Company, Inc.		GoreCon Inc.		Scott Building Corp.		Marino Corporation	
				UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
Base Bid											
1	Mobilization	1	LS	\$8,200.00	\$8,200.00	\$37,033.00	\$37,033.00	\$44,600.00	\$44,600.00	\$19,800.00	\$19,800.00
2	Maintenance & Protection of Traffic	1	LS	\$2.00	\$10,540.00	\$7,357.00	\$7,357.00	\$19,500.00	\$19,500.00	\$40,650.00	\$40,650.00
3	Plain Cement Concrete Curb, Including Pavement Restoration	700	LF	\$3.00	\$37,800.00	\$136.00	\$95,200.00	\$54.50	\$38,150.00	\$103.00	\$72,100.00
4	Plain Concrete Sidewalk for Handicapped Ramps, Including Sidewalk Approaches and Detectable Warning Surfaces	200	SY	\$4.00	\$46,000.00	\$313.00	\$62,600.00	\$440.00	\$88,000.00	\$318.00	\$63,600.00
5	Thermoplastic Striping - Crosswalks	1	LS	\$5.00	\$4,500.00	\$3,800.00	\$3,800.00	\$3,500.00	\$3,500.00	\$2,800.00	\$2,800.00
6	Inlet, Type C	10	EA	\$6.00	\$28,000.00	\$2,487.00	\$24,870.00	\$2,700.00	\$27,000.00	\$3,100.00	\$31,000.00
7	Precast Storm Manhole w/ Flat Top, 4' Diameter	1	EA	\$7.00	\$3,400.00	\$4,664.00	\$4,664.00	\$4,200.00	\$4,200.00	\$3,630.00	\$3,630.00
8	Tie-in to Existing Storm Sewer Structure	2	EA	\$8.00	\$3,800.00	\$1,855.00	\$3,710.00	\$2,000.00	\$4,000.00	\$960.00	\$1,920.00
9	15" HDPE Storm Pipe, Including Trench Backfill and Temporary Hot Asphalt Stabilization	800	LF	\$9.00	\$86,400.00	\$82.55	\$66,040.00	\$73.80	\$59,040.00	\$119.00	\$95,200.00
10	Pipe Trench Restoration, including Removal of Temporary Hot Asphalt Stabilization and the Installation of 6" 25MM Base Course.	350	SY	\$10.00	\$20,300.00	\$72.50	\$25,375.00	\$38.40	\$13,440.00	\$86.00	\$30,100.00
11	Asphalt Milling, Variable Depth	10500	SY	\$11.00	\$44,100.00	\$3.95	\$41,475.00	\$3.20	\$33,600.00	\$6.00	\$63,000.00
12	Test Pits, If and Where Directed	8	EA	\$12.00	\$7,920.00	\$800.00	\$6,400.00	\$2,900.00	\$23,200.00	\$2,300.00	\$18,400.00
13	Base Repair, Partial Depth, 4", including Excavation and Subbase Compaction, If and Where Directed	1100	SY	\$13.00	\$48,400.00	\$31.50	\$34,650.00	\$34.60	\$38,060.00	\$49.00	\$53,900.00
14	Base Repair, Full Depth, including Excavation and Subbase Compaction, If and Where Directed	1100	SY	\$14.00	\$66,000.00	\$51.22	\$56,342.00	\$54.80	\$60,280.00	\$82.00	\$90,200.00
15	Superpave Asphalt Binder Course, 9.5MM, PG 64-22, 0.3 to 3 Million ESALs, 2.5" Depth	1550	TON	\$15.00	\$139,500.00	\$78.42	\$121,551.00	\$74.20	\$115,010.00	\$83.00	\$128,650.00
16	Superpave Asphalt Wearing Course, 9.5MM, PG 64-22, 0.3 to 3 Million ESALs, 1.5" Depth, SRL-H	1000	TON	\$16.00	\$110,000.00	\$95.80	\$95,800.00	\$88.20	\$88,200.00	\$107.00	\$107,000.00
17	Reinforced Cement Concrete Pavement, 9" Depth	50	SY	\$17.00	\$20,000.00	\$298.00	\$14,900.00	\$307.00	\$15,350.00	\$346.00	\$17,300.00
18	Record Drawings	1	LS	\$18.00	\$3,000.00	\$6,100.00	\$6,100.00	\$2,230.00	\$2,230.00	\$4,900.00	\$4,900.00
19	10-inch PVC Force Main Including Excavation, Stone Bedding & Backfill, Temporary Pavement Restoration, And Testing, Complete In Place	140	LF	\$19.00	\$28,000.00	\$210.00	\$29,400.00	\$321.00	\$44,940.00	\$287.00	\$40,180.00
20	8-inch SDR-35 Sewer Main Including Excavation, Stone Bedding & Backfill, Pavement Restorations, And Testing, Complete In Place	200	LF	\$20.00	\$25,000.00	\$158.00	\$31,600.00	\$158.00	\$31,600.00	\$170.00	\$34,000.00



**Wilmington, Vernick, and
Engineers**
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4	Install 12-inch M.J. Fittings, including all appurtenances. Fittings to include tees, reducing tees, crosses, bends, sleeves, plugs, and offsets. Thrust restraint to include both Megalugs and Concrete Thrust block.	16	EA	\$410.00	\$6,560.00	\$1,237.00	\$19,792.00	\$935.00	\$14,960.00	\$330.00	\$5,280.00
5	Install 8-inch M.J. Fittings, including all appurtenances. Fittings to include tees, reducing tees, crosses, bends, sleeves, plugs, and offsets. Thrust restraint to include both Megalugs and Concrete Thrust block.	7	EA	\$530.00	\$3,710.00	\$375.00	\$2,625.00	\$935.00	\$6,545.00	\$336.00	\$2,352.00
6	Install 6-inch M.J. Fittings, including all appurtenances. Fittings to include tees, reducing tees, crosses, bends, sleeves, plugs, and offsets. Thrust restraint to include both Megalugs and Concrete Thrust block.	3	EA	\$470.00	\$1,410.00	\$375.00	\$1,125.00	\$950.00	\$2,850.00	\$264.00	\$792.00
7	Install 12-inch M.J. Gate Valve with Valve Box including all appurtenances. Thrust restraint will include Megalugs.	5	EA	\$370.00	\$1,850.00	\$1,500.00	\$7,500.00	\$1,790.00	\$8,950.00	\$269.00	\$1,345.00
8	Install 6-inch M.J. Gate Valve with Valve Box including all appurtenances. Thrust restraint will include Megalugs.	1	EA	\$230.00	\$230.00	\$375.00	\$375.00	\$1,790.00	\$1,790.00	\$280.00	\$280.00
9	Cut-in 12-inch M.J. Gate Valve with Valve Box including all appurtenances. Thrust restraint will include Megalugs.	1	EA	\$2,400.00	\$2,400.00	\$2,500.00	\$2,500.00	\$4,400.00	\$4,400.00	\$1,120.00	\$1,120.00
10	Install 8-inch M.J. Gate Valve with Valve Box including all appurtenances. Thrust restraint will include Megalugs.	2	EA	\$310.00	\$620.00	\$375.00	\$750.00	\$1,790.00	\$3,580.00	\$264.00	\$528.00
11	Install 2-inch M.J. Blow-off Valve with Valve Box including all appurtenances. Thrust restraint will include Megalugs.	2	EA	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00	\$1,790.00	\$3,580.00	\$1,305.00	\$2,610.00
12	Removal of abandoned Gate Valves to include removal 12" below surface, filled in with 2a modified stone, compacted and blacktopped to grade.	4	EA	\$1,400.00	\$5,600.00	\$1,200.00	\$4,800.00	\$1,750.00	\$7,000.00	\$2,125.00	\$8,500.00
13	Tie-in to new main, including all fittings and appurtenances necessary to complete connections to existing main.	4	EA	\$2,700.00	\$10,800.00	\$1,800.00	\$7,200.00	\$870.00	\$3,480.00	\$4,700.00	\$18,800.00
14	Cut & cap of existing main, including all fittings and appurtenances necessary to complete disconnection to abandoned main.	4	EA	\$2,300.00	\$9,200.00	\$1,800.00	\$7,200.00	\$990.00	\$3,960.00	\$2,352.00	\$9,408.00
15	Renew four (4) 3/4-inch Copper Service. Service renewal work to include excavation and backfill, installation of curb stones and curb box. installation of	4	EA	\$2,500.00	\$10,000.00	\$1,800.00	\$7,200.00	\$7,100.00	\$28,400.00	\$2,660.00	\$10,640.00



**Ryminington, Vernick, and
Engineers
Bid Tabulation**

PROJECT NAME:
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16	Provide Daily Patching of all opened trenches on paving flush with existing grade (stone) and road surface (2-Inch 9.5MM Superpave Wearing Course with .3-3 liquid asphalt content) in accordance with Lansdale Borough and contract specifications.	543	LF	\$4.00	\$2,172.00	\$125.00	\$67,875.00	\$15.20	\$8,253.60	\$1.15	\$624.45
17	Provide (Temporary) Final Trench Restoration on designated Lansdale paved roadway areas to include sealed edging, 1-foot cutbacks, all material with .3-3 liquid asphalt content, 5-inches of 25.0MM Superpave Base Course and 2-inches of 19.0MM Superpave Binder Course in accordance with Lansdale Borough Specifications and the Bid Documents	296	LF	\$48.00	\$14,208.00	\$125.00	\$37,000.00	\$37.10	\$10,981.60	\$71.60	\$21,193.60
18	Provide Permanent Trench Restoration on designated Lansdale paved roadway areas to include sealed edging, 1-foot cutbacks, all material with .3-3 liquid asphalt content, 5-inches of .25MM Superpave Base Course, 2-inches of 19.0MM Superpave Binder Course and 1-1/2-inches of 9.5MM Superpave Wearing Course in accordance with Lansdale Borough Specifications and the Bid Documents	247	LF	\$60.00	\$14,820.00	\$3,065.00	\$757,055.00	\$52.70	\$13,016.90	\$116.30	\$28,726.10
19	Provide all personnel, equipment and signage required for Traffic Control in accordance with Lansdale Borough requirements.	1	LS	\$7,000.00	\$7,000.00	\$6,131.00	\$6,131.00	\$9,300.00	\$9,300.00	\$7,300.00	\$7,300.00
20	Incidental costs. Bonds, mobilization, demobilization, insurance.	1	LS	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00	\$8,600.00	\$8,600.00	\$14,000.00	\$14,000.00
TOTAL CONSTRUCTION COST					\$129,460.00		\$1,002,726.00		\$194,436.10		\$176,291.15

Total Base Bid, Alternate#1 & Alternate#2	\$1,239,710.00	\$2,112,369.00	\$1,419,476.10	\$1,424,823.18
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