



AGENDA
LANSDALE BOROUGH COUNCIL MEETING
WEDNESDAY JANUARY 20, 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**

Presentation: 1) Proclamations for Geoff Patten and Mark Psoras from The Reporter newspaper presented by Mayor Szekely
2) Business of the Month Lansdale Montessori School presented by Denton Burnell
3) 2040 Countywide Comprehensive Plan presented by Montgomery County Planning Commission

6. **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.
7. **Lansdale residents to be heard on any item (five minutes)**
8. **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 December Council meeting minutes.
 - D. **Councilman Van Dame** – Motion to authorize agreement with F.X. Browne for administration of the Borough's recycling program.
 - E. **Councilman Van Dame** – Motion to adopt Res. 16-01 re: Borough's Equal Rights and Opportunities policy.
 - F. **Councilman Van Dame** – Motion to adopt Res. 16-02 re: authorize signatures for TD Bank.
 - G. **Councilman Van Dame** – Motion to request one year extension for Advanced Living/North Penn Commons RACP grant.
 - H. **Councilman Angelichio** – Motion to adopt Res. 16-03 re: grant preliminary & final subdivision for a tract of land at 205 W. Seventh St.
 - I. **Councilman DiGregorio** – Motion to adopt Res. 16-04 re: Deed of dedication for Williamson Square Development.
 - J. **Vice President Fuller** – Motion to authorize the reallocation of the DVRPC's Liberty Bell Trail grant from Madison Lot to Andale Green Development.
 - K. **Councilman Malagari** – Motion to authorize payment #12 for work completed on the WWTP Capacity Upgrade.

- L. **Councilman Malagari** – Motion to approve an agreement with AKRF to help the Borough meet DEP’s required TMDL Strategy Report.
- M. **Councilman Van Dame** – Motion to reappoint Tom Work to the Lansdale Parking Authority.
- N. **Councilman Van Dame** – Motion to reappoint David Boland to the Lansdale Zoning Hearing Board.
- O. **Councilman Van Dame** – Motion to reappoint Michael Sobel to the Civil Service Commission.
- P. **Councilman Van Dame** – Motion to reappoint Michael Panachyda to the Lansdale Building Code Board of Appeals.
- Q. **Councilman Van Dame** – Motion to reappoint Kevin Dunigan to the Lansdale Building Code Board of Appeals.

9. Information Items

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

10. Old Business

11. New Business

12. Adjournment

*****The Work Session of Lansdale Borough Council will be held on Wednesday, February 3 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, February 17, 2016 at 7:00pm. This meeting will be held at Lansdale Borough Municipal Complex – One Vine Street, Lansdale in Council Chambers, 1st Floor.***

No.: **A**

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: January 20, 2016

I move that: Borough Council approve the Treasurer's Report for the month of December, which
shows the expenditures listed on the attachment.

(This area contains multiple horizontal lines for additional text or notes, overlaid with a large 'Draft' watermark.)

Presented by: _____ Van Dame

Seconded by: _____

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
Executive	General Fund	DELAWARE VALLEY HEALTH INSURANCE	12/01/15	12/15 HEALTH INSURANCE PRE	7,748.87
		COMCAST BUSINESS	12/18/15	12-15 COMCAST PHONE SVC	1,045.20
		TOTAL:			8,794.07
Financial Administrati	General Fund	INTERNAL REVENUE SERVICE	12/18/15	PENALTY - 2010 3RD PARTY W	1,261.75
		DELAWARE VALLEY HEALTH INSURANCE	12/01/15	12/15 HEALTH INSURANCE PRE	4,991.73
		COMCAST BUSINESS	12/18/15	12-15 COMCAST PHONE SVC	1,045.20
		TOTAL:			7,298.68
Legal Services	General Fund	WISLER PEARLSTINE, LLP	12/04/15	*YMCA	1,550.00
			12/04/15	Madison Lot	1,286.50
			12/04/15	*Parking Garage - SEPTA	6,874.50
			12/04/15	9th Street Station	2,631.00
		ECKERT SEAMANS CHERIN & MELLOTT, LLC	12/04/15	General Representation	5,065.00
			12/04/15	General Representation	8,227.50
		TOTAL:			25,634.50
General Administration	General Fund	21ST CENTURY MEDIA- PHILLY CLUSTER	12/18/15	LEGAL COLLECTION NOTICE	1,370.00
		TOTAL:			1,370.00
Information Technology	General Fund	DELAWARE VALLEY HEALTH INSURANCE	12/01/15	12/15 HEALTH INSURANCE PRE	3,714.03
		SCANTEK	12/18/15	DOCUMENT MGMT SERVICES	2,800.00
		BAE SYSTEMS	12/21/15	10-15 ARCHIVE BILLING	1,267.02
		TOTAL:			7,781.05
Engineering	General Fund	REMINGTON VERNICK & BEACH	12/18/15	9TH ST STATION OFFSITE IMP	5,308.43
			12/04/15	SEPTA PARKING GARAGE	9,648.60
			12/18/15	SEPTA NEW STATION LAND DEV	2,380.38
			12/18/15	SEPTA NEW STATION LAND DEV	3,913.10
			12/18/15	GENERAL ENGINEERING	2,294.85
			12/18/15	SALDO REVIEW	1,540.00
			12/04/15	9TH ST STATION OFFSITE IMP	6,117.88
		SC ENGINEERS INC	12/21/15	DEP STORMWATER MGMT	5,093.20
			12/21/15	WISSAHICKON ACT 167 PLAN	3,600.80
			12/21/15	WISSAHICKON TMDL PLAN	3,085.60
TOTAL:			42,982.84		
Buildings and Grounds	General Fund	DELAWARE VALLEY HEALTH INSURANCE	12/01/15	12/15 HEALTH INSURANCE PRE	2,277.53
		CITIZENS BANK	12/18/15	PURCHASING CARD NOV - BMCG	1,097.51
		M&M LANDSCAPING LLC	12/18/15	TURF MAINT PRGRM #1,2,3	1,080.67
		TOTAL:			4,455.71
Police Services	General Fund	STANDARD INSURANCE CO.	12/01/15	11- LIFE/STD/LTD INSURNCE	1,277.07
			12/22/15	12- LIFE/STD/LTD INSURANCE	1,277.07
		ALL COVERED	12/18/15	11-15 COMPUTER SERVICE	1,985.00
		DELAWARE VALLEY HEALTH INSURANCE	12/01/15	12/15 HEALTH INSURANCE PRE	65,587.98
		COMCAST BUSINESS	12/18/15	12-15 COMCAST PHONE SVC	1,413.44
		TOTAL:			71,540.56
Code Enforcement & Zon	General Fund	REMINGTON VERNICK & BEACH	12/04/15	2015 LANSDALE PROP MAIN IN	13,717.37
			12/18/15	2015 LANSDALE PROP MAINT I	10,423.16
			12/04/15	204 E MT VERNON STMWTR MGM	1,376.50
		DELAWARE VALLEY HEALTH INSURANCE	12/01/15	12/15 HEALTH INSURANCE PRE	11,946.78
		COMCAST BUSINESS	12/18/15	12-15 COMCAST PHONE SVC	1,045.20
		TOTAL:			38,509.01

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
Planning Commission	General Fund	REMINGTON VERNICK & BEACH	12/18/15	ANDALE GREEN LAND DEV	8,035.49
			12/18/15	ANDALE GREEN LAND DEV	5,318.20
			TOTAL:		13,353.69
Zoning Hearing Board	General Fund	RUBIN GLICKMAN STEINBERG & GIFFORD	12/18/15	ZHB IN NOVEMBER	1,253.50
				TOTAL:	1,253.50
Public Works	General Fund	DELAWARE VALLEY HEALTH INSURANCE	12/01/15	12/15 HEALTH INSURANCE PRE	17,851.51
			TOTAL:		17,851.51
Street Cleaning	General Fund	REPUBLIC SERVICES #320	12/18/15	11-15 REFUSE- DEC	2,424.92
			12/18/15	UNITED ROTARY BRUSH CORPORATION	1,047.55
				TOTAL:	
Sidewalks and Crosswal	General Fund	EAS CONCRETE	12/04/15	WORK REQUESTED BY JAKE	4,550.00
			12/04/15	WORK REQUESTED BY JAKE	1,000.00
			TOTAL:		5,550.00
Fleet Maintenance Serv	General Fund	EAGLE POWER & EQUIPMENT	12/18/15	REPAIR THRITTLE CTRL- 2005	4,743.30
			12/04/15	PK MOYER & SONS INC	1,031.87
				12/21/15	OFF ROAD DIESEL -PW
			12/18/15	CLYDE S WALTON	1,952.28
				TOTAL:	
Library	General Fund	DELAWARE VALLEY HEALTH INSURANCE	12/01/15	12/15 HEALTH INSURANCE PRE	13,806.15
			TOTAL:		13,806.15
Employer Paid Benefits	General Fund	BOROUGH OF LANSDALE	12/29/15	2015 Post Retirement Medic	300,000.00
				TOTAL:	300,000.00
Insurance	General Fund	UNIVEST INSURANCE, INC.	12/18/15	INSURANCE- CRIME	1,155.58
			12/18/15	TRAVELERS	15,500.00
				TOTAL:	
Legal Services	Parking Fund	WISLER PEARLSTINE, LLP	12/04/15	Madison Parking Lot	2,212.00
			12/04/15	General Representation	1,054.00
			TOTAL:		3,266.00
Engineering	Parking Fund	REMINGTON VERNICK & BEACH	12/18/15	SEPTA PARKING GARAGE	7,715.05
				TOTAL:	7,715.05
NON-DEPARTMENTAL	Electric Fund	RUMSEY ELECTRIC CO	12/21/15	CUTOUT LDBRK 110KV BIL	1,796.46
			12/21/15	VALLEY POWER INC	1,896.00
				12/04/15	54" POLE TOP EXTENSION
			TOTAL:		6,242.46
Information Technology	Electric Fund	ALL COVERED	12/04/15	HOSTAGE/INSTALL- 2PCS CUST	1,010.00
			12/04/15	11-15 COMPUTER SERVICE	2,010.00
			TOTAL:		3,020.00
Administration	Electric Fund	TRAIL, GRACE A	12/04/15	INSURANCE WAIVER FOR 2015	1,000.00
			12/04/15	INSURANCE WAIVER FOR 2015	1,000.00
		WETZEL, DIANE	12/04/15	#9 RETURN ENVELOPES	1,550.00
			12/04/15	#10 WINDOW ENVELOPES	1,900.00
		LIBERTY PRINTING & OFFICE	12/04/15	ELECTRIC BILLS	2,695.00
			U.S. POSTAL SERVICE	12/18/15	WINDOW SERVICE- 2016

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		STANDARD INSURANCE CO.	12/01/15	11- LIFE/STD/LTD INSURNCE	1,886.39
			12/22/15	12- LIFE/STD/LTD INSURANCE	1,886.39
		AMERICAN MUNICPAL POWER	12/18/15	TRAINING - 7 ATTENDEES	1,400.00
		MAILFINANCE	12/18/15	04-15 MAIL MACHINE LEASE	1,686.66
		DELAWARE VALLEY HEALTH INSURANCE	12/01/15	12/15 HEALTH INSURANCE PRE	32,762.43
		MAILROOM SYSTEMS INC	12/18/15	ELECTRIC/SEWER POSTAGE	2,640.73
			12/18/15	ELECTRIC/SEWER POSTAGE	1,134.39
			12/04/15	ELECTRIC/ SEWER POSTAGE	1,157.89
				TOTAL:	54,031.88
Street Lighting	Electric Fund	RUMSEY ELECTRIC CO	12/18/15	HUBBLE LTG	3,542.82
				TOTAL:	3,542.82
Electric System	Electric Fund	ALLEGHENY ELECTRIC COOP	12/18/15	12-15 MONTHLY ELECTRIC	17,457.10
		UNITED ELECTRIC SUPPLY CO, INC	12/18/15	SEPTA GARAGE	2,200.00
		DOWNES ASSOCIATES, INC	12/04/15	TECHNICAL SERVICES	5,836.15
			12/21/15	TECHNICAL SERVICES	15,200.92
		T & R ELECTRIC SUPPLY CO	12/18/15	NORTH PENN COMMS PRJCT	9,950.00
		CLEAN HARBORS	12/18/15	HAZERDOUS WASTE DISPOSAL	4,564.85
		AMERICAN MUNICPAL POWER	12/04/15	11-15 MONTHLY ELECTRIC	709,361.53
			12/30/15	12-15 MONTHLY ELECTRIC	704,028.37
		VALLEY POWER INC	12/04/15	ELM TERRACE JOB	3,993.75
			12/04/15	ANDALE JOB	7,807.26
			12/18/15	SEPTA GARAGE	2,132.89
			12/18/15	ANDALE PROJECT	1,511.20
		WESCO RECEIVABLES CORP	12/18/15	SWITCH DISCONNECT-SEPTA GA	3,154.32
				TOTAL:	1,487,198.34
NON-DEPARTMENTAL	Sewer Fund	TOWAMENCIN TOWNSHIP	12/18/15	SEWER RENTAL 05/15-10/31	7,687.50
				TOTAL:	7,687.50
Engineering	Sewer Fund	BURSICH ASSOCIATES INC	12/18/15	EVALUATE RIDGE ST P/S	2,218.88
		SC ENGINEERS INC	12/21/15	INDUSTRIAL PRETREATMENT PG	2,265.20
			12/21/15	PROF ENGINEERING SVCS	1,150.80
				TOTAL:	5,634.88
Wastewater Collection	Sewer Fund	AQUA WASTEWATER MGT., INC	12/18/15	VAC TRK SVC - GUZZLER & JE	1,470.00
		BUCKMAN'S	12/18/15	HYPOCHLORITE SOLUTION	1,278.89
		COMMONWEALTH OF PA	12/18/15	NPDES PERMIT FEE	5,000.00
		FISHER SCIENTIFIC	12/04/15	SUPPLIES - WWTP	1,051.72
		XYLEM DEWATERING SOLUTIONS, INC.	12/18/15	RENTAL - DIESEL PUMP & HOS	1,429.00
		HACH COMPANY	12/04/15	PUMP ASSY, TUBING-WWTP	1,598.74
		DEZURIK WATER CONTROLS	12/04/15	PARTS-WWTP	1,513.00
			12/18/15	PART-WWTP	1,512.00
		POLLU TECH INC	12/18/15	20-POLLU-TREAT (50LB BAG)	2,525.00
		HATFIELD TOWNSHIP	12/18/15	12-15 SLUDGE HAULING	8,640.00
		MAILROOM SYSTEMS INC	12/18/15	ELECTRIC/SEWER POSTAGE	1,050.66
		SUPERIOR PLUS ENERGY SVCS INC	12/18/15	HEATING FUEL - 652 W 9TH S	1,772.15
		EUROFINS	12/18/15	SAMPLE TESTING - WWTP	1,632.00
		USALCO BALTIMORE PLANT, LLC	12/18/15	Polyaluminum Chloride	6,224.40
				TOTAL:	36,697.56
Administration	Sewer Fund	STANDARD INSURANCE CO.	12/01/15	11- LIFE/STD/LTD INSURNCE	1,492.44
			12/22/15	12- LIFE/STD/LTD INSURANCE	1,492.44
		DELAWARE VALLEY HEALTH INSURANCE	12/01/15	12/15 HEALTH INSURANCE PRE	30,131.69
				TOTAL:	33,116.57

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
Fleet Maintenance Serv	Parks and Recreati	LAWN & GOLF SUPPLY CO	12/18/15	REPAIR & SERVICE JACOBSEN	2,117.93
				TOTAL:	2,117.93
Recreation Administrat	Parks and Recreati	DELAWARE VALLEY HEALTH INSURANCE	12/01/15	12/15 HEALTH INSURANCE PRE	15,163.03
				TOTAL:	15,163.03
Engineering	Capital Fund	PENNONI ASSOCIATES INC.	12/04/15	LIBERTY BELL TRAIL	9,359.45
		REMINGTON VERNICK & BEACH	12/04/15	2015 CDGB E 3RD ST	1,857.02
			12/04/15	PERKIOMEN AVE	5,894.26
			12/18/15	PERKIOMEN AVE	9,654.52
		HAZEN & SAWYER, P.C.	12/18/15	WWTP CAPACITY UPGRADE	8,510.00
			12/04/15	WWTP CAPACITY UPGRADE	8,510.00
		BERCARDINO EXCAVATING	12/18/15	PAYMENT #2 PERKIOMEN AVE	166,763.41
				TOTAL:	210,548.66
Buildings and Grounds	Capital Fund	PHILIP ROSENAU CO INC	12/18/15	DEEP CLEANING EXTRACTOR	2,155.00
		REMINGTON VERNICK & BEACH	12/04/15	NEW MUNICIPAL COMPLEX - IN	6,889.18
		GORDON H BAVER, INC	12/01/15	PYMT#23 NEW MUNICIPAL COMP	132,074.73
			12/31/15	Payment #24 - Municipal Co	373,335.48
		INTEGRATED SECURITY SYSTEMS	12/18/15	SECURITY SYS - MUNCPL COMP	5,299.50
			12/18/15	SECURITY SYS - MUNCPL COMP	1,358.00
				TOTAL:	521,111.89
Police Services	Capital Fund	INTEGRATED SECURITY SYSTEMS	12/04/15	SECURITY SYS - MNCPL COMPL	5,299.50
			12/18/15	SECURITY SYS - MNCPL COMPL	1,942.72
				TOTAL:	7,242.22
Wastewater Collection	Capital Fund	EARTH ENGINEERING INC	12/18/15	WWTP- LV INSPECTION	1,851.00
		BLOOMING GLEN CONTRACTORS	12/31/15	Payment #11 - WWTP Upgrade	478,402.59
		SC ENGINEERS INC	12/21/15	WWTP CAPACITY UPGRADE	1,260.00
		CARDNO ATC	12/18/15	WWTP CAPACITY UPGRADE	8,645.80
				TOTAL:	490,159.39
Electric System	Capital Fund	SCHAEDLER YESCO	12/21/15	CIRCUIT BREAKERS	56,925.00
		CITIZENS BANK	12/18/15	PURCHASING CARD NOV- ANDY	1,909.94
				TOTAL:	58,834.94
Parking Facilities	Capital Fund	MARINO CORPORATION	12/30/15	9th Street Station	115,088.88
				TOTAL:	115,088.88
Culture/Recreation	Capital Fund	PYRAMIDE USA INC	12/22/15	DEPOSIT- AQUACLIMB CLASSIC	18,500.00
				TOTAL:	18,500.00
Snow & Ice Removal	Highway Aid Fund	WILSONS HARDWARE INC	12/18/15	48 BAGS OF CALCIUM CHLORID	1,055.52
				TOTAL:	1,055.52
Roadway Construction	Highway Aid Fund	JAMES D MORRISSEY INC	12/18/15	2013-PHASE 2 ROADS PRGM FI	42,800.00
				TOTAL:	42,800.00



ARCHITECTURAL
GROUP

SPIEZLE ARCHITECTURAL GROUP, INC.

321 W. State Street
Media, PA 19063

866-974-7666

www.spiezle.com

December 29, 2015

Jake Ziegler
Interim Borough Manager
645 W. 9th Street
Lansdale, PA 19446

Re: Lansdale Borough Hall / Police Building
Spiezle 13M004
Gordon H. Baver – Payment Application No. 25

Dear Jake:

Payment Application No. 25, in the amount of \$36,359.27 is attached. Spiezle Architectural Group, Inc. has certified this application for payment and recommends that the Borough process it at the next Council Meeting.

Please call if you have any questions.

Scott L. Malin, AIA, PP, LEED™ ap
Senior Associate

Attachments

Pay App 25, signed by Spiezle

CC: John Ernst, Borough of Lansdale

TO: BOROUGH OF LANSDALE
ONE VINE STREET
LANSDALE PA 19446

PROJECT: LANSDALE MUNICIPAL BUILDING
1 VINE STREET
LANSDALE, PA

APPLICATION NO: 25
PERIOD ENDING : 12/15/15

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM: GORDON H. BAVER, INC.
187 WEST EIGHTH STREET
PENNSBURG PA 18073

VIA: SPIEZZLE ARCHITECTURAL GROUP
321 WEST STATE STREET

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: MUNICIPAL BUILDING

CONTRACT DATE: 11/15/13

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY

Change Orders approved in previous months by owner	ADDITIONS	DEDUCTIONS
Total	625,413.89	.00
Approved This Month		
Number	Date	
Totals		
	625,413.89	.00
Net change by Change Orders		
	625,413.89	

- 1. ORIGINAL CONTRACT SUM \$ 10,898,125.00
- 2. NET CHANGE BY CHANGE ORDERS \$ 625,413.89
- 3. CONTRACT SUM TO DATE (Line 1+2) \$ 11,523,538.89
- 4. TOTAL COMPLETED & STORED TO DATE \$ 11,409,566.38
(Column G on G703)
- 5. RETAINAGE
 - a. 2.00 % of Completed Work
(Column D+E on G703)
 - b. 2.00 % of Stored Material
(Column F on G703)
 - Total Retainage (Line 5a + 5b or
Total in Column I of G703) \$ 228,191.32
- 6. TOTAL EARNED LESS RETAINAGE \$ 11,181,375.06
(Line 4 less Line 5 total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 11,145,015.79
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 36,359.27
- 9. BALANCE TO FINISH, PLUS RETAINAGE \$ 342,163.83

The undersigned contractor certifies that to the best of the contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

GORDON H. BAVER, INC.

CONTRACTOR: David G. Baver, President

By: [Signature] Date: 12/21/2015

State of: Pennsylvania

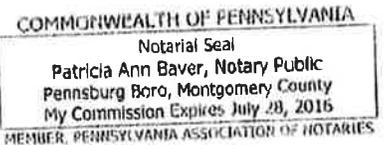
County of: Montgomery

Subscribed and sworn to before me this 21st day of December 2015

Notary Public: [Signature]

My commission expires:

7/28/16



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the data comprising the above application, the architect certifies to the owner that to the best of the architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the contract documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 36,359.27

ARCHITECT:

[Signature]

By: _____ Date: 12/30/15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or contractor under this contract.

ITEM NUMBER	DESCRIPTION OF WORK	SCHEDULED VALUE	---WORK COMPLETED---		STORED MATERIALS	COMPLETED		BALANCE TO FINISH	RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		AND STORED TO DATE	%		
CT	CONTRACT								
001	BONDS	74,175.00	74,175.00	.00	.00	74,175.00	200	.00	1,483.50
002	GENERAL CONDITIONS	76,719.00	76,719.00	.00	.00	76,719.00	100	.00	1,534.38
003	SURVERY & LAYOUT	23,500.00	23,500.00	.00	.00	23,500.00	100	.00	470.00
004	TEMPORARY PROTECTION	18,500.00	18,500.00	.00	.00	18,500.00	100	.00	370.00
005	TEMPORARY CLEAN/DUMPSTER	29,000.00	29,000.00	.00	.00	29,000.00	100	.00	580.00
006	CLOSEOUT DOCUMENTS	3,500.00	.00	1,750.00	.00	1,750.00	50	1,750.00	35.00
007	AS BUILTS	600.00	.00	300.00	.00	300.00	50	300.00	6.00
008	FINAL CLEANING	25,000.00	25,000.00	.00	.00	25,000.00	100	.00	500.00
009	SUPERVISION	220,101.00	217,899.99	.00	.00	217,899.99	99	2,201.01	4,358.00
010	SITE EARTHWORKS - LABOR	153,500.00	153,500.00	.00	.00	153,500.00	100	.00	3,070.00
011	SITE EARTHWORKS-MATERIAL	394,700.00	394,700.00	.00	.00	394,700.00	100	.00	7,894.00
012	STRUCTURAL DEMO-PHASE I	187,939.00	187,939.00	.00	.00	187,939.00	100	.00	3,758.78
013	BUILDING EARTHWORK-LABOR	48,615.00	48,615.00	.00	.00	48,615.00	100	.00	972.30
014	BUILDING EARTHWORK	20,000.00	20,000.00	.00	.00	20,000.00	100	.00	400.00
015	SHORING	82,037.00	82,037.00	.00	.00	82,037.00	100	.00	1,640.74
016	SITE CONCRETE-LABOR	32,000.00	32,000.00	.00	.00	32,000.00	100	.00	640.00
017	SITE CONCRETE-MATERIALS	82,193.00	81,371.07	.00	.00	81,371.07	99	821.93	1,627.42
018	UNIT PAVING-LABOR	10,732.00	10,732.00	.00	.00	10,732.00	100	.00	214.64
019	UNIT PAVING-MATERIALS	16,000.00	16,000.00	.00	.00	16,000.00	100	.00	320.00
020	SITE FURNISHINGS-LABOR	4,816.00	4,816.00	.00	.00	4,816.00	100	.00	96.32
021	SITE FURNISHINGS-MATERIAL	30,000.00	30,000.00	.00	.00	30,000.00	100	.00	600.00
022	FENCES & GATES-LABOR	4,675.00	4,675.00	.00	.00	4,675.00	100	.00	93.50
023	FENCES & GATES-MATERIAL	14,000.00	14,000.00	.00	.00	14,000.00	100	.00	280.00
024	LANDSCAPING-LABOR	24,009.00	22,808.55	1,200.45	.00	24,009.00	100	.00	480.18
025	LANDSCAPING-MATERIALS	45,000.00	42,750.00	2,250.00	.00	45,000.00	100	.00	900.00
026	TRELLIAGE-SHOP/SUBMITTALS	500.00	500.00	.00	.00	500.00	100	.00	10.00
027	TRELLIAGE-LABOR	8,350.00	8,350.00	.00	.00	8,350.00	100	.00	167.00
028	TRELLIAGE-MATERIALS	15,000.00	15,000.00	.00	.00	15,000.00	100	.00	300.00
029	ASBESTOS-PHASE I	14,616.00	14,616.00	.00	.00	14,616.00	100	.00	292.32
030	ASBESTOS-PHASE II	20,900.00	20,900.00	.00	.00	20,900.00	100	.00	418.00
031	CAST IN PLACE CONCRETE-LABOR	250,300.00	250,300.00	.00	.00	250,300.00	100	.00	5,006.00
032	CAST IN PLACE CONCRETE-MATERIAL	166,863.00	166,863.00	.00	.00	166,863.00	100	.00	3,337.26
033	CEMENT UNDERLAYMENT-LABOR	10,800.00	10,800.00	.00	.00	10,800.00	100	.00	216.00
034	CEMENT UNDERLAYMENT-MATERIAL	7,208.00	7,208.00	.00	.00	7,208.00	100	.00	144.16
035	MASONRY RESTORE	45,020.00	45,020.00	.00	.00	45,020.00	100	.00	900.40
036	UNIT MASONRY - LABOR	536,400.00	536,400.00	.00	.00	536,400.00	100	.00	10,728.00
037	UNIT MASONRY-MATERIAL	197,052.00	197,052.00	.00	.00	197,052.00	100	.00	3,941.04
038	CAST STONE	15,720.00	15,720.00	.00	.00	15,720.00	100	.00	314.40
039	STRUCTUAL STEEL-SHOPS	31,600.00	31,600.00	.00	.00	31,600.00	100	.00	632.00
040	STRUCTUAL STEEL & FABRICATION	490,450.00	490,450.00	.00	.00	490,450.00	100	.00	9,809.00
041	JOIST & DECK	46,360.00	46,360.00	.00	.00	46,360.00	100	.00	927.20
042	STRUCTURAL STEEL-INSTALLATION	168,243.00	168,243.00	.00	.00	168,243.00	100	.00	3,364.86
043	MISCELLANEOUS STEEL	51,123.00	51,123.00	.00	.00	51,123.00	100	.00	1,022.46
044	GLASS RAILING	55,025.00	54,474.75	550.25	.00	55,025.00	100	.00	1,100.50
045	ROUGH CARPENTRY-LABOR	17,000.00	17,000.00	.00	.00	17,000.00	100	.00	340.00
046	ROUGH CARPENTRY-MATERIALS	9,316.00	9,316.00	.00	.00	9,316.00	100	.00	186.32
047	WOOD TRIM (SALVAGE)-LABOR	26,000.00	26,000.00	.00	.00	26,000.00	100	.00	520.00
048	WOOD TRIM(SALVAGE)-MATERIALS	6,066.00	6,066.00	.00	.00	6,066.00	100	.00	121.32
049	FINISH CARPENTRY-LABOR	21,000.00	21,000.00	.00	.00	21,000.00	100	.00	420.00
050	FINISH CARPENTRY-MATERIAL	15,043.00	15,043.00	.00	.00	15,043.00	100	.00	300.86
051	BITUMOUS DAMPPROOFING-LABOR	2,760.00	2,760.00	.00	.00	2,760.00	100	.00	55.20
052	BITUMINOUS DAMPPROOFING-MTLS	1,842.00	1,842.00	.00	.00	1,842.00	100	.00	36.84
053	SHEET WATERPROOFING-LABOR	2,370.00	2,370.00	.00	.00	2,370.00	100	.00	47.40
054	SHEET WATERPROOFING-MATERIAL	1,581.00	1,581.00	.00	.00	1,581.00	100	.00	31.62
055	PENTRATION FIRESTOP-LABOR	5,800.00	5,800.00	.00	.00	5,800.00	100	.00	116.00

ITEM NUMBER	DESCRIPTION OF WORK	SCHEDULED VALUE	----WORK COMPLETED----		STORED MATERIALS	COMPLETED AND STORED TO DATE		BALANCE	
			PREVIOUS APPLICATION	THIS PERIOD		%	TO FINISH	RETAINAGE	
056	PENTRATION FIRESTOP-MATERIAL	5,655.00	5,655.00	.00	.00	5,655.00	100	.00	113.10
057	THERMAL INSULATION-LABOR	8,000.00	8,000.00	.00	.00	8,000.00	100	.00	160.00
058	THERMAL INSULATION-MATERIAL	11,984.00	11,984.00	.00	.00	11,984.00	100	.00	239.68
059	APPLIED FIREPROOFING-LABOR	1,200.00	1,200.00	.00	.00	1,200.00	100	.00	24.00
060	APPLIED FIREPROOFING-MATERIAL	3,302.00	3,302.00	.00	.00	3,302.00	100	.00	66.04
061	AIR MEMBRANE-LABOR	17,770.00	17,770.00	.00	.00	17,770.00	100	.00	355.40
062	AIR MEMBRANE-MATERIAL	11,843.00	11,843.00	.00	.00	11,843.00	100	.00	236.86
063	METAL WALL/ROOF PNLS-ENGINEER	15,800.00	15,800.00	.00	.00	15,800.00	100	.00	316.00
064	METAL WALL/ROOF PANELS-FABRIC	42,100.00	42,100.00	.00	.00	42,100.00	100	.00	842.00
065	METAL WALL/ROOF PANELS-LABOR	117,170.00	117,170.00	.00	.00	117,170.00	100	.00	2,343.40
066	METAL WALL/ROOF PANELS-MTLS	195,000.00	195,000.00	.00	.00	195,000.00	100	.00	3,900.00
067	EPDM ROOFING-LABOR	118,950.00	118,950.00	.00	.00	118,950.00	100	.00	2,379.00
068	EPDM ROOFING-MATERIALS	224,480.00	224,480.00	.00	.00	224,480.00	100	.00	4,489.60
069	JOINT SEALANT-LABOR	13,205.00	13,205.00	.00	.00	13,205.00	100	.00	264.10
070	JOINT SEALANTS-MATERIALS	6,504.00	6,504.00	.00	.00	6,504.00	100	.00	130.08
071	DOOR, FRAMS & HARDWARE-LABOR	60,038.00	58,236.86	1,801.14	.00	60,038.00	100	.00	1,200.76
072	DOORS, FRAMES & HARDWARE-MTLS	172,000.00	172,000.00	.00	.00	172,000.00	100	.00	3,440.00
073	OVERHEAD DOORS-LABOR	10,514.00	10,514.00	.00	.00	10,514.00	100	.00	210.28
074	OVERHEAD DOORS-MATERIALS	20,000.00	20,000.00	.00	.00	20,000.00	100	.00	400.00
075	ALUMINUM GLAZING-SHOPS/SUBMIT	6,000.00	6,000.00	.00	.00	6,000.00	100	.00	120.00
076	ALUMINUM GLAZING-LABOR	116,462.00	116,462.00	.00	.00	116,462.00	100	.00	2,329.24
077	ALUMINUM GLASING-MATERIALS	350,000.00	350,000.00	.00	.00	350,000.00	100	.00	7,000.00
078	ALUM CLAD WOOD WINDOWS-LABOR	10,975.00	10,975.00	.00	.00	10,975.00	100	.00	219.50
079	ALUM CLAD WOOD WINDOWS-MATERI	45,000.00	45,000.00	.00	.00	45,000.00	100	.00	900.00
080	GYP SUM BOARD ASSEMB-SHOPS/SUB	9,675.00	9,675.00	.00	.00	9,675.00	100	.00	193.50
081	GYP SUM BOARD ASSEMB-LABOR	349,320.00	349,320.00	.00	.00	349,320.00	100	.00	6,986.40
082	GYP SUM BOARD ASSEMB-MATERIALS	150,702.00	150,702.00	.00	.00	150,702.00	100	.00	3,014.04
083	TILING-LABOR	33,371.00	33,371.00	.00	.00	33,371.00	100	.00	667.42
084	TILING-MATERIALS	78,000.00	78,000.00	.00	.00	78,000.00	100	.00	1,560.00
085	ACOUSTIAL CEILINGS (ALT3)-SHOP	320.00	320.00	.00	.00	320.00	100	.00	6.40
086	ACOUST CEILINGS (ALT3)-LABOR	73,134.00	73,134.00	.00	.00	73,134.00	100	.00	1,462.68
087	ACOUST CEILINGS (ALT3)-MTLS	40,330.00	40,330.00	.00	.00	40,330.00	100	.00	806.60
088	SECURITY CEILINGS-SHOPS/SUBMI	3,200.00	3,200.00	.00	.00	3,200.00	100	.00	64.00
089	SECURITY CEILINGS-LABOR	10,824.00	10,824.00	.00	.00	10,824.00	100	.00	216.48
090	SECURITY CEILINGS-MATERIALS	40,000.00	40,000.00	.00	.00	40,000.00	100	.00	800.00
091	RESILIENT & CARPET-LABOR	82,793.00	82,793.00	.00	.00	82,793.00	100	.00	1,655.86
092	RESILIENT & CARPET-MATERIALS	55,000.00	55,000.00	.00	.00	55,000.00	100	.00	1,100.00
093	EPOXY RESIN FLOOR-LABOR	12,635.00	12,635.00	.00	.00	12,635.00	100	.00	252.70
094	EPOXY RESIN FLOOR-MATERIALS	6,800.00	6,800.00	.00	.00	6,800.00	100	.00	136.00
095	PAINTING-LABOR	60,239.00	60,239.00	.00	.00	60,239.00	100	.00	1,204.78
096	PAINTING-MATERIALS	25,000.00	25,000.00	.00	.00	25,000.00	100	.00	500.00
097	TOILET PARTITIONS-LABOR	3,805.00	3,805.00	.00	.00	3,805.00	100	.00	76.10
098	TOILET PARTITIONS-MATERIALS	9,000.00	9,000.00	.00	.00	9,000.00	100	.00	180.00
099	BIKE RACK-LABOR	168.00	168.00	.00	.00	168.00	100	.00	3.36
100	BIKE RACK - MATERIALS	350.00	350.00	.00	.00	350.00	100	.00	7.00
101	SIGNS-LABOR	4,845.00	4,602.75	.00	.00	4,602.75	95	242.25	92.06
102	SIGNS-MATERIALS	19,000.00	18,050.00	.00	.00	18,050.00	95	950.00	361.00
103	LOCKERS-LABOR	3,773.00	3,773.00	.00	.00	3,773.00	100	.00	75.46
104	LOCKERS-MATERIALS	47,000.00	47,000.00	.00	.00	47,000.00	100	.00	940.00
105	EQUIPMENT SCREEN-LABOR	15,605.00	15,605.00	.00	.00	15,605.00	100	.00	312.10
106	EQUIPMENT SCREEN-MATERIALS	35,000.00	35,000.00	.00	.00	35,000.00	100	.00	700.00
107	OPERABLE PARTITIONS-LABOR	1,251.00	1,251.00	.00	.00	1,251.00	100	.00	25.02
108	OPERABLE PARTITIONS-MATERIAL	3,000.00	3,000.00	.00	.00	3,000.00	100	.00	60.00
109	TOILET ACCESSORIES-LABOR	7,136.00	7,136.00	.00	.00	7,136.00	100	.00	142.72
110	TOILET ACCESSORIES-MATERIALS	18,000.00	18,000.00	.00	.00	18,000.00	100	.00	360.00
111	FIRE EXTINGUISHERS-LABOR	1,396.00	1,396.00	.00	.00	1,396.00	100	.00	27.92

ITEM NUMBER	DESCRIPTION OF WORK	SCHEDULED VALUE	---WORK COMPLETED---		STORED MATERIALS	COMPLETED		BALANCE TO FINISH	RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		AND STORED TO DATE	%		
112	FIRE EXTINGUISHERS-MATERIALS	3,500.00	3,500.00	.00	.00	3,500.00	100	.00	70.00
113	DETENTION EQUIPMENT-SHOP/SUB	6,800.00	6,800.00	.00	.00	6,800.00	100	.00	136.00
114	DETENTION EQUIPMENT-LABOR	24,050.00	24,050.00	.00	.00	24,050.00	100	.00	481.00
115	DETENTION EQUIPMENT-MATERIALS	123,400.00	123,400.00	.00	.00	123,400.00	100	.00	2,468.00
116	CASEWORK-SHOP/SUB	3,000.00	3,000.00	.00	.00	3,000.00	100	.00	60.00
117	CASEWORK-LABOR	15,326.00	15,326.00	.00	.00	15,326.00	100	.00	306.52
118	CASEWORK-MATERIALS	40,000.00	40,000.00	.00	.00	40,000.00	100	.00	800.00
119	WINDOW SHADES-LABOR	8,485.00	8,485.00	.00	.00	8,485.00	100	.00	169.70
120	WINDOW SHADES-MATERIALS	35,000.00	35,000.00	.00	.00	35,000.00	100	.00	700.00
121	CUPOLA-SHOPS/SUBMITTALS	2,500.00	2,500.00	.00	.00	2,500.00	100	.00	50.00
122	CUPOLA-LABOR	15,555.00	15,555.00	.00	.00	15,555.00	100	.00	311.10
123	CUPOLA-MATERIALS	58,000.00	58,000.00	.00	.00	58,000.00	100	.00	1,160.00
124	SAFETY PADDING-LABOR	622.00	622.00	.00	.00	622.00	100	.00	12.44
125	SAFETY PADDING-MATERIALS	900.00	900.00	.00	.00	900.00	100	.00	18.00
126	ELEVATOR-SHOPS/SUBMITTALS	25,000.00	25,000.00	.00	.00	25,000.00	100	.00	500.00
127	ELEVATOR-LABOR	22,509.00	22,509.00	.00	.00	22,509.00	100	.00	450.18
128	ELEVATOR-MATERIALS	60,000.00	60,000.00	.00	.00	60,000.00	100	.00	1,200.00
129	PLUMBING-B/G DRAINAGE MTL	40,616.00	40,616.00	.00	.00	40,616.00	100	.00	812.32
130	PLUMBING-B/G DRAINAGE LABOR	41,657.00	41,657.00	.00	.00	41,657.00	100	.00	833.14
131	PLUMBING-B/G DRAINAGE EXCAVAT	20,828.00	20,828.00	.00	.00	20,828.00	100	.00	416.56
132	PLUMBING-A/G DRAINAGE MTL	12,497.00	12,497.00	.00	.00	12,497.00	100	.00	249.94
133	PLUMBING-A/G DRAINAGE LABOR	14,580.00	14,580.00	.00	.00	14,580.00	100	.00	291.60
134	PLUMBING-A/G WATER-MTL	49,989.00	49,989.00	.00	.00	49,989.00	100	.00	999.78
135	PLUMBING-A/G WATER-LABOR	44,781.00	44,781.00	.00	.00	44,781.00	100	.00	895.62
136	PLUMBING-FIXTURES-MATERIAL	91,646.00	91,646.00	.00	.00	91,646.00	100	.00	1,832.92
137	PLUMBING-FIXTURES-LABOR	34,367.00	34,367.00	.00	.00	34,367.00	100	.00	687.34
138	PLUMBING INSULATION-MATERIAL	11,455.00	11,455.00	.00	.00	11,455.00	100	.00	229.10
139	PLUMBING-INSULATION-LABOR	16,663.00	16,663.00	.00	.00	16,663.00	100	.00	333.26
140	PLUMBING-WATER HEATER-MATERIA	10,935.00	10,935.00	.00	.00	10,935.00	100	.00	218.70
141	PLUMBING-WATER HEATER-LABOR	1,562.00	1,562.00	.00	.00	1,562.00	100	.00	31.24
142	PLUMBIING-BOOSTER PUMP-MATERI	27,077.00	27,077.00	.00	.00	27,077.00	100	.00	541.54
143	PLUMBING-BOOSTER PUMP-LABOR	5,207.00	5,207.00	.00	.00	5,207.00	100	.00	104.14
144	PLUMBING-PUNCH LIST	5,207.00	2,603.50	2,343.15	.00	4,946.65	95	260.35	98.93
145	PLUMBING-SUBMITTALS	3,131.00	3,131.00	.00	.00	3,131.00	100	.00	62.62
146	FIRE PROTECTION-SUBMITTALS	5,210.00	5,210.00	.00	.00	5,210.00	100	.00	104.20
147	FIRE PROTECTON-SHOP DRAWINGS	8,340.00	8,340.00	.00	.00	8,340.00	100	.00	166.80
148	FIRE PROTECT-1ST FLR ROUGH-MT	23,000.00	23,000.00	.00	.00	23,000.00	100	.00	460.00
149	FIRE PROTECT-1ST FLR ROUGH-LA	10,350.00	10,350.00	.00	.00	10,350.00	100	.00	207.00
150	FIRE PROTECT-1ST FLR SPRIN-MT	6,500.00	6,500.00	.00	.00	6,500.00	100	.00	130.00
151	FIRE PROTECT-1ST FLR SPRIN-LA	3,920.00	3,920.00	.00	.00	3,920.00	100	.00	78.40
152	FIRE PROTECT-2ND FLR ROUGH-MT	18,000.00	18,000.00	.00	.00	18,000.00	100	.00	360.00
153	FIRE PROTECT-2ND FLR ROUGH-LA	4,930.00	4,930.00	.00	.00	4,930.00	100	.00	98.60
154	FIRE PROTECT-2ND FLR SPRINK-M	5,500.00	5,500.00	.00	.00	5,500.00	100	.00	110.00
155	FIRE PROTECT-2ND FLR SPRI-LAB	2,840.00	2,840.00	.00	.00	2,840.00	100	.00	56.80
156	FIRE PROTECT-RISER-MTL	11,000.00	11,000.00	.00	.00	11,000.00	100	.00	220.00
157	FIRE PROTECT-RISER-LABOR	2,030.00	2,030.00	.00	.00	2,030.00	100	.00	40.60
158	FIRE PROTECT-FIRE PUMP-MTL	14,000.00	14,000.00	.00	.00	14,000.00	100	.00	280.00
159	FIRE PROTECT-FIRE PUMP-LABOR	1,635.00	1,635.00	.00	.00	1,635.00	100	.00	32.70
160	FIRE PROTECTION-TESTING	1,150.00	1,150.00	.00	.00	1,150.00	100	.00	23.00
161	FIRE PROTECTION-O & M'S	1,150.00	.00	.00	.00	.00	0	1,150.00	.00
162	HVAC - INSURANCE	5,580.00	5,580.00	.00	.00	5,580.00	100	.00	111.60
163	HVAC - MOBILIZE	15,654.00	15,654.00	.00	.00	15,654.00	100	.00	313.08
164	HVAC - BOILERS-LABOR	5,218.00	5,218.00	.00	.00	5,218.00	100	.00	104.36
165	HVAC - BOILERS-MATERIAL	109,548.00	109,548.00	.00	.00	109,548.00	100	.00	2,190.96
166	HVAC-PUMPS-LABOR	5,739.00	5,739.00	.00	.00	5,739.00	100	.00	114.78
167	HVAC-PUMPS-MATERIAL	25,568.00	25,568.00	.00	.00	25,568.00	100	.00	511.36

ITEM NUMBER	DESCRIPTION OF WORK	SCHEDULED VALUE	---WORK COMPLETED---		STORED MATERIALS	COMPLETED AND STORED TO DATE		BALANCE TO FINISH		RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%				
168	HVAC-VFD'S-LABOR	782.00	782.00	.00	.00	782.00	100	.00	15.64	
169	HVAC-VFD'S-MATERIAL	9,653.00	9,653.00	.00	.00	9,653.00	100	.00	193.06	
170	HVAC-EX TANKS-LABOR	1,565.00	1,565.00	.00	.00	1,565.00	100	.00	31.30	
171	HVAC-EX TANKS-MATERIAL	5,739.00	5,739.00	.00	.00	5,739.00	100	.00	114.78	
172	HVAC-AIRE SEP - LABOR	1,461.00	1,461.00	.00	.00	1,461.00	100	.00	29.22	
173	HVAC-AIR SEP-MATERIAL	2,713.00	2,713.00	.00	.00	2,713.00	100	.00	54.26	
174	HVAC-COOLING TOWER-LABOR	5,218.00	5,218.00	.00	.00	5,218.00	100	.00	104.36	
175	HVAC-COOLING TOWER-MATERIAL	93,924.00	93,924.00	.00	.00	93,924.00	100	.00	1,878.48	
176	HVAC-CHILLER-LABOR	15,654.00	15,654.00	.00	.00	15,654.00	100	.00	313.08	
177	HVAC-CHILLER-MATERIAL	161,759.00	161,759.00	.00	.00	161,759.00	100	.00	3,235.18	
178	HVAC-RTU-LABOR	31,308.00	31,308.00	.00	.00	31,308.00	100	.00	626.16	
179	HVAC-RTU-MATERIAL	143,757.00	143,757.00	.00	.00	143,757.00	100	.00	2,875.14	
180	HVAC-FCU-LABOR	3,130.00	3,130.00	.00	.00	3,130.00	100	.00	62.60	
181	HVAC-FCU-MATERIAL	10,436.00	10,436.00	.00	.00	10,436.00	100	.00	208.72	
182	HVAC-BC-LABOR	2,609.00	2,609.00	.00	.00	2,609.00	100	.00	52.18	
183	HVAC-BC-MATERIAL	7,827.00	7,827.00	.00	.00	7,827.00	100	.00	156.54	
184	HVAC-VAV-LABOR	8,348.00	8,348.00	.00	.00	8,348.00	100	.00	166.96	
185	HVAC-VAV-MATERIAL	15,654.00	15,654.00	.00	.00	15,654.00	100	.00	313.08	
186	HVAC-CUH-LBAOR	3,652.00	3,652.00	.00	.00	3,652.00	100	.00	73.04	
187	HVAC-CUH-MATERIAL	5,218.00	5,218.00	.00	.00	5,218.00	100	.00	104.36	
188	HVAC-UH-LABOR	3,130.00	3,130.00	.00	.00	3,130.00	100	.00	62.60	
189	HVAC-UH-MATERIAL	5,218.00	5,218.00	.00	.00	5,218.00	100	.00	104.36	
190	HVAC-FT-LABOR	2,087.00	2,087.00	.00	.00	2,087.00	100	.00	41.74	
191	HVAC-FT-MATERIAL	2,609.00	2,609.00	.00	.00	2,609.00	100	.00	52.18	
192	HVAC-RAD-LABOR	1,565.00	1,565.00	.00	.00	1,565.00	100	.00	31.30	
193	HVAC-RAD-MATERIAL	1,565.00	1,565.00	.00	.00	1,565.00	100	.00	31.30	
194	HVAC-HWC-LABOR	2,348.00	2,348.00	.00	.00	2,348.00	100	.00	46.96	
195	HVAC-HWC-MATERIAL	5,218.00	5,218.00	.00	.00	5,218.00	100	.00	104.36	
196	HVAC-DUCTLESS-LABOR	10,436.00	10,436.00	.00	.00	10,436.00	100	.00	208.72	
197	HVAC-DUCTLESS-MATERIAL	26,090.00	26,090.00	.00	.00	26,090.00	100	.00	521.80	
198	HVAC-HYDRONIC PIPING-LABOR	166,977.00	166,977.00	.00	.00	166,977.00	100	.00	3,339.54	
199	HVAC-HYDRONIC PIPING-MATERIAL	166,977.00	166,977.00	.00	.00	166,977.00	100	.00	3,339.54	
200	HVAC-ATC CONTROLS-SHOP DWGS	10,436.00	10,436.00	.00	.00	10,436.00	100	.00	208.72	
201	HVAC-ATC CONTROLS-ENGINEERING	26,090.00	26,090.00	.00	.00	26,090.00	100	.00	521.80	
202	HVAC-ATC CONTROLS-CONDUIT/WIRING	109,578.00	109,578.00	.00	.00	109,578.00	100	.00	2,191.56	
203	HVAC-ATC CONTROLS-EQUIPMENT	52,180.00	50,614.60	.00	.00	50,614.60	97	1,565.40	1,012.29	
204	HVAC-BALANCE	15,654.00	.00	10,957.80	.00	10,957.80	70	4,696.20	219.16	
205	HVAC-INSULATION-PIPING	52,180.00	52,180.00	.00	.00	52,180.00	100	.00	1,043.60	
206	HVAC-INSULATION-DUCT	62,616.00	62,616.00	.00	.00	62,616.00	100	.00	1,252.32	
207	HVAC-INSULATION-WATER TREATME	7,827.00	7,827.00	.00	.00	7,827.00	100	.00	156.54	
208	HVAC-DUCT-LABOR	102,691.00	97,556.45	5,134.55	.00	102,691.00	100	.00	2,053.82	
209	HVAC-DUCT-MATERIAL	77,227.00	73,365.65	3,861.35	.00	77,227.00	100	.00	1,544.54	
210	HVAC-DUCT EQUIP-LABOR	84,198.00	84,198.00	.00	.00	84,198.00	100	.00	1,683.96	
211	HVAC-DUCT EQUIP-MATERIAL	61,906.00	61,906.00	.00	.00	61,906.00	100	.00	1,238.12	
212	HVAC-SHOP DRAWINGS	11,270.00	11,270.00	.00	.00	11,270.00	100	.00	225.40	
213	ELECTRIC-BOND	18,025.00	18,025.00	.00	.00	18,025.00	100	.00	360.50	
214	ELECTRIC-MOBILIZATION	4,635.00	4,635.00	.00	.00	4,635.00	100	.00	92.70	
215	ELECTRIC-GENERAL EXPENSES	26,780.00	26,780.00	.00	.00	26,780.00	100	.00	535.60	
216	ELECTRIC-DEMOLITION	2,060.00	2,060.00	.00	.00	2,060.00	100	.00	41.20	
217	ELECTRIC-TEMPORARY	10,300.00	10,300.00	.00	.00	10,300.00	100	.00	206.00	
218	ELECTRIC-SITE WORK LABOR	41,200.00	40,376.00	.00	.00	40,376.00	98	824.00	807.52	
219	ELECTRIC-SITWORK-MATERIAL	61,801.00	61,801.00	.00	.00	61,801.00	100	.00	1,236.02	
220	ELECTRIC-FEEDERS-LABOR	30,900.00	30,900.00	.00	.00	30,900.00	100	.00	618.00	
221	ELECTRIC-FEEDERS-MATERIAL	20,600.00	20,600.00	.00	.00	20,600.00	100	.00	412.00	
222	ELECTRIC-BRANCH WIRING-LABOR	77,251.00	77,251.00	.00	.00	77,251.00	100	.00	1,545.02	
223	ELECTRIC-BRANCH WIRING-MATERI	25,750.00	25,750.00	.00	.00	25,750.00	100	.00	515.00	

ITEM NUMBER	DESCRIPTION OF WORK	SCHEDULED VALUE	---WORK COMPLETED---		STORED MATERIALS	COMPLETED AND STORED TO DATE	%	BALANCE	
			PREVIOUS APPLICATION	THIS PERIOD				TO FINISH	RETAINAGE
224	ELECTRIC-INTERIOR LIGHTING	257,504.00	257,504.00	.00	.00	257,504.00	100	.00	5,150.08
225	ELECTRIC-INT LIGHTING-LABOR	139,052.00	125,146.80	6,952.60	.00	132,099.40	95	6,952.60	2,641.99
226	ELECTRIC-INT LIGHTING-MATERIA	15,450.00	15,450.00	.00	.00	15,450.00	100	.00	309.00
227	ELECTRIC-SWITCH GEAR	144,202.00	144,202.00	.00	.00	144,202.00	100	.00	2,884.04
228	ELECTRIC-SWITCH GEAR-LABOR	92,701.00	92,701.00	.00	.00	92,701.00	100	.00	1,854.02
229	ELECTRIC-SWITCH GEAR MATERIAL	10,300.00	10,300.00	.00	.00	10,300.00	100	.00	206.00
230	ELECTRIC-FIRE ALARM LABOR	30,900.00	30,900.00	.00	.00	30,900.00	100	.00	616.00
231	ELECTRIC-FIRE ALARM MATERIAL	30,900.00	30,900.00	.00	.00	30,900.00	100	.00	618.00
232	ELECTRIC-LOWVOLTAGE SYSTEMS	113,302.00	113,302.00	.00	.00	113,302.00	100	.00	2,266.04
233	ELECTRIC-GENERATOR	154,502.00	154,502.00	.00	.00	154,502.00	100	.00	3,090.04
234	ELECTRIC-GENERATOR LABOR	10,300.00	10,300.00	.00	.00	10,300.00	100	.00	206.00
235	ELECTRIC-GENERATOR MATERIAL	30,910.00	30,910.00	.00	.00	30,910.00	100	.00	618.20
236	ELECTRIC-FINALS & PUNCH LIST	10,300.00	5,150.00	.00	.00	5,150.00	50	5,150.00	103.00
237	ALLOWANCE	130,070.00	42,961.23	.00	.00	42,961.23	33	87,108.77	859.22
Total CONTRACT		10898125.0	10747051.2	37,101.29	.00	10784152.5	99	113,972.51	215683.05
GC CHANGE ORDERS									
02	CHANGE ORDER GC-02	13,535.02	13,535.02	.00	.00	13,535.02	100	.00	270.70
03	CHANGE ORDER GC-03	1,731.83	1,731.83	.00	.00	1,731.83	100	.00	34.64
04	CHANGE ORDER GC-04	5,424.66	5,424.66	.00	.00	5,424.66	100	.00	108.49
05	CHANGE ORDER GC-05	180,275.00	180,275.00	.00	.00	180,275.00	100	.00	3,605.50
06	CHANGE ORDER GC-06	18,952.57	18,952.57	.00	.00	18,952.57	100	.00	379.05
07	CHANGE ORDER GC-07	28,118.72	28,118.72	.00	.00	28,118.72	100	.00	562.37
08	CHANGE ORDER GC-08	172,487.26	172,487.26	.00	.00	172,487.26	100	.00	3,449.75
09	CHANGE ORDER GC-09	20,664.57	20,664.57	.00	.00	20,664.57	100	.00	413.29
10	CHANGE ORDER GC-10	71,737.06	71,737.06	.00	.00	71,737.06	100	.00	1,434.74
11	CHANGE ORDER GC-11	112,487.20	112,487.20	.00	.00	112,487.20	100	.00	2,249.74
Total CHANGE ORDERS		625,413.89	625,413.89	.00	.00	625,413.89	100	.00	12,508.27
Job Totals		11523538.9	11372465.1	37,101.29	.00	11409566.4	99	113,972.51	228191.32

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: January 20, 2016

I move that: Borough Council enter into the attached agreement with F.X. Browne for
administration of the curbside recycling program and to authorize the appropriate officials to
execute the performance grant documents.

Presented by: _____ Van Dame

Seconded by: _____



F. X. Browne, Inc.

Engineers • Planners • Scientists

December 9, 2015

Jacob I. Ziegler, Borough Manager
Lansdale Borough
1 Vine Street
Lansdale, PA 19446

**RE: Recycling Service Contract Renewal
FXB File No. PA1372-22**

Dear Mr. Ziegler,

F. X. Browne, Inc. is pleased to provide you with a proposal for the completion of the Borough's Act 101 recycling report requirements for 2015. The following sections describe how our staff will address the Borough's needs and complete the Act 101 recycling reporting requirements.

1.0 Scope of Work

The proposed scope of work includes the completion of the annual Montgomery County Recycling Report, documentation of 2015 tonnages, application for an Act 101 (Section 904) Municipal Recycling Program Performance Grant, preparation of a year-end report for Lansdale Borough, and development of quarterly news articles.

The scope of work has been divided into the following tasks:

<u>Task</u>	<u>Description</u>
1	Complete 2015 Montgomery County Recycling Progress Report
2	Document Residential and Commercial Recycling
3	Complete/Submit the Act 101, Sec. 904 Recycling Performance Grant Application
4	Prepare the Year-End Report
5	Develop News Articles
6	Project Administration

Task 1 - Complete 2015 Montgomery County Recycling Progress Report

According to the Montgomery County Planning Commission, the completion of Task 1 only requires an estimate of collected residential and commercial recyclable material. The 2015 report is due immediately to the Montgomery County Planning Commission. We will send one letter and one county reporting form to each hauler operating in the Borough, and we will contact businesses in the Borough that may recycle privately. We will make a maximum of two phone calls to each hauler if we do not receive a reply in a timely manner. Additional reminder letters

1101 S. Broad St. • Lansdale, PA 19446 • (215) 362-3878 • Fax (215) 362-2016 • www.fxbrowne.com

Lansdale, PA • Marshalls Creek, PA • Saranac Lake, NY

 Printed on 100% Recycled Paper

F. X. Browne, Inc.

Jacob I. Ziegler, Borough Manager

Page 2

and phone calls will be billed separately. Once the forms have been received, we will record all tonnages on a single form and send it to the Planning Commission.

Task 2 – Document all Residential and Commercial Recycling Progress

Although the county report requires only an estimate of residential and commercial recyclable material, completion of the Section 904 Recycling Performance grant application requires more extensive documentation of all tonnages collected in 2015. A letter with a detailed explanation of reporting requirements will be sent to each hauler in order to obtain proper documentation. Our experience indicates two mailings and several phone calls and faxes have been required to obtain valid documentation. We will send a maximum of two letters and will make a maximum of two phone calls and faxes to each hauler on the list. We will track all reports received, verify that the received documentation is valid, properly file each document, and use the information obtained to complete Task 3.

F. X. Browne, Inc. will also assist Lansdale Borough with the implementation of their hauler registration program. This assistance will include sending the registration forms with the aforementioned letter requesting documentation from haulers. F. X. Browne, Inc. will send two reminder letters to haulers regarding the registration and will make one follow-up phone call regarding the registration. F. X. Browne, Inc. will forward the hauler registration information to Lansdale as it is received. Lansdale Borough will be responsible for any legal actions required to obtain hauler compliance.

F. X. Browne, Inc. will also contact local businesses to try to obtain additional recycling information that may not be collected by haulers. These businesses will be contacted along with haulers, and asked to provide information on materials recycled as well as the hauler used to ensure that we do not receive duplicate information. Information collected from local businesses will be used to complete Task 3.

Task 3 - Complete and Submit the Act 101, Section 904 Recycling Performance Grant Application

Using the submitted reports, current census population data, and properly documented commercial and residential records, F. X. Browne, Inc. will complete the Act 101, Section 904 Municipal Recycling Program Performance Grant on behalf of Lansdale Borough. The completed application form will be submitted to the state well before the stated deadline.

F. X. Browne, Inc. will verify that the Borough is in compliance with the requirements of Act 101 while completing the Section 904 grant application. Compliance with the provisions of Act 101 is critically important to the DEP, and non-compliance could impact whether the Borough will be eligible to receive the Section 904 grant. F. X. Browne, Inc. will identify areas in need of improvement in order to meet with Act 101 requirements.

F. X. Browne, Inc.

Jacob I. Ziegler, Borough Manager

Page 3

Task 4 - Prepare the Year End Report

A year-end report will be prepared based on the information obtained from the haulers and the application completed for the Department of Environmental Protection. A copy of the 904 Performance Grant application will be included in the Report, as well as an estimate of the grant award amount.

Task 5 – Develop News Articles

We will develop two news articles for publication by Lansdale to meet the educational requirements of Act 101. Each article will summarize the basic requirements of Act 101 and contain recycling news and facts for the public.

Task 6 – Project Administration

Phone calls and other administrative costs related to the project (e.g., copies, communication letters, and postage) are included in this task.

2.0 Project Costs

F. X. Browne, Inc. can perform Tasks 1-5 for a fee of **\$5,800**. A summary of costs by task is presented below:

<u>Task</u>	<u>Description</u>	<u>Cost</u>
1	County Recycling Report	\$ 700
2	Obtaining Valid Documentation	\$2,300
3	Recycling Performance Grant	\$1,300
4	Year-End Report	\$ 700
5	Develop News Articles	\$ 300
6	Project Administration	\$ 500
Total Project Cost		\$5,800

F. X. Browne, Inc.

Jacob I. Ziegler, Borough Manager

Page 4

3.0 Project Schedule

F. X. Browne, Inc. can begin work on this project immediately upon receiving notice to proceed from Lansdale Borough. Please sign and return the acceptance agreement below. The grant application will be completed in the spring of 2016 and submitted to DEP. DEP has indicated that grant applications can be submitted earlier. This new approach may speed up the reimbursement time.

If you have any questions or comments, please contact me.

Sincerely,

F. X. BROWNE, INC.

By: 

Frank X. Browne, Ph.D., P.E.
President

cc: Linda B. Rufe
Stacie Maile

F. X. Browne, Inc.

Jacob I. Ziegler, Borough Manager
Page 5

Acceptance Agreement

Lansdale Borough Recycling Services

I understand and accept the Scope of Services, costs, and schedule described in this letter proposal.

Signature

Date

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: January 20, 2016

I move that: Borough Council adopt attached Resolution 16-01 regarding the Borough of Lansdale
Equal Rights and Opportunities policy.

Presented by: _____ Van Dame

Seconded by: _____

**BOROUGH OF LANSDALE
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2016-01

WHEREAS, the Borough of Lansdale is a municipal corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, it has been and continues to be the policy of the Borough of Lansdale to comply with both the letter and the spirit of Federal, State, County, and local law with respect to equal rights and opportunities; and

WHEREAS, the Borough Council of the Borough of Lansdale desires to set forth in writing its policy of equal rights and opportunities as well as to implement a system of compliance directors and areas of responsibility.

NOW, THEREFORE, BE IT RESOLVED this 20th day of January, 2016 that the attached Equal Rights and Opportunities policy is hereby enacted as the Equal Rights and Opportunities Policy of the Borough of Lansdale and the Borough Council of the Borough of Lansdale. The Borough Manager of the Borough of Lansdale shall administratively designate the Equal Rights and Opportunities Directors for the Borough of Lansdale as he or she shall choose from time to time.

LANSDALE BOROUGH COUNCIL

By: _____

Denton Burnell,
Council President

Attest: _____

Jacob I. Ziegler,
Borough Secretary

EQUAL RIGHTS AND OPPORTUNITIES

In order to comply with Federal, State, County and local law, the Borough Council of the Borough of Lansdale deems it necessary to publish its equal rights and opportunities policy, to appoint directors and to approve a grievance procedure under that policy.

EQUAL RIGHTS AND OPPORTUNITIES POLICY

To comply with Federal, State, County, and local law concerning equal rights and opportunities and to assure these within our Borough community, the Borough Council of the Borough of Lansdale declares itself to be an equal rights and opportunities employer. Neither the Borough nor the Borough Council of the Borough of Lansdale discriminates against individuals or groups because of race, color, religion, sex, national origin, age, physical or mental disability, veterans status, sexual orientation including lesbian, gay, bi-sexual or transgender (LGBT) status, genetic information or other non-job-related criteria. The Borough of Lansdale's commitment to non-discrimination extends to its officers, agents, employees, prospective employees, and the community.

EQUAL RIGHTS AND OPPORTUNITIES DIRECTORS

The following people have been administratively designated as Equal Rights and Opportunities Directors for the Borough of Lansdale:

Compliance Directors and Areas of Responsibility

To be designated by Borough Manager - Personnel

To be designated by Borough Manager - Programs and Activities

It is the Directors' responsibility to make certain that all programs and activities and all employment practices are free from discrimination on the basis of those conditions stated in the policy. This responsibility includes instructing appropriate persons in the Borough of Lansdale in the provisions of the laws and regulations concerning equal rights and opportunities and fair employment practices. The Director(s) can be reached at the Borough Hall of the Borough of Lansdale, One Vine Street, Lansdale, Montgomery County, Pennsylvania 19446, or by telephoning 215-368-1691 and requesting to speak to the person(s) listed above.

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: January 20, 2016

I move that: Borough Council adopt attached Resolution 16-02 authorizing certain Borough
officials to sign checks and invest funds on behalf of the Borough of Lansdale with TD Bank.

Presented by: _____ Van Dame

Seconded by: _____

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

RESOLUTION 2016-02

**AUTHORIZING CERTAIN BOROUGH OFFICIALS TO SIGN CHECKS AND
INVEST FUNDS ON BEHALF OF THE BOROUGH OF LANSDALE**

WHEREAS, the Borough of Lansdale is a duly established municipal corporation pursuant to the laws of the Commonwealth of Pennsylvania, and

WHEREAS, it is necessary that certain officials of the Borough of Lansdale be authorized to sign checks and invest funds of the Borough so that the Borough may continue to conduct its business in an orderly way.

NOW, THEREFORE, BE IT RESOLVED AND ENACTED by the Borough Council of the Borough of Lansdale a Resolution authorizing that it is necessary to have three of the following individual's signatures for the purposes of signing checks and investing funds of the Borough of all Borough funds, except on the Payroll Account where it will be necessary to have only two signatures, those two may only be the Council President of Borough Council and the Vice President of Borough Council.

Those signatures being: Council President, Council Vice President, Borough Manager/Secretary, Borough Treasurer, all members of the Administration and Finance Committee, the Finance Director and the Assistant Finance Director.

BE IT FURTHER RESOLVED that the attached TD Bank Agreement, to maintain a deposit Account together with specimens of the abovementioned signatures be forwarded to the banks to continue in full force and effect until receipt by the banks of written notice from the Secretary of the changes, if any, therein.

RESOLVED AND ENACTED by the Borough Council of the Borough of Lansdale on this 20th day of January, 2016.

BOROUGH OF LANSDALE

ATTEST:

Denton Burnell
Council President

Jacob I. Ziegler
Borough Secretary

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: January 20, 2016

I move that: Borough Council authorize the Borough Manager to sign the attached letter and send
the signed letter to the Office of the Budget to request a one (1) year extension on the Advanced
Living/North Penn Commons (formerly the PEAK Center) RACP grant.

Presented by: _____ Van Dame

Seconded by: _____



BOROUGH OF LANSDALE

One Vine Street ■ Lansdale, Pennsylvania 19446-3601

■ FAX 215-361-8399

■ 215-368-1691

1/20/16

Elias Joseph
Redevelopment Assistance Capital Program
Office of the Budget
333 Market Street, Harrisstown 2
Harrisburg, PA 17101
Re: ME300-795

Dear Mr. Joseph,

Please accept this as our request for a 1 year extension on our Redevelopment Assistance Capital Development Project. This contract is scheduled to expire on 2/16/16.

If you have any questions please don't hesitate to call.

Sincerely,

Jacob I. Ziegler
Borough Manager/Secretary

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: January 20, 2016

I move that: Borough Council adopt attached Resolution 16-03 granting preliminary and final
subdivision land approval for a tract of land located at 205 West Seventh Street.

Presented by: _____ Angelichio

Seconded by: _____

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

RESOLUTION 2016-03

“Preliminary/Final Subdivision Plan Approval”

**GRANTING PRELIMINARY AND FINAL SUBDIVISION PLAN APPROVAL
FOR A TRACT OF LAND LOCATED AT 205 WEST SEVENTH STREET**

WHEREAS, Spartan Maple, LLC (“Applicant”) is the record owners of a tract of land located at 205 West Seventh Street, Lansdale, PA 19446 (the “Tract”); and

WHEREAS, the improvements on the Parcel consist of, among other things, a free standing, residential dwelling; and

WHEREAS, Applicant proposes to subdivide the Tract into three (3) individual lots (the “Project”), maintain the existing dwelling and construct one twin-home on two (2) lots fronting on West Seventh Street; and

WHEREAS, the Lansdale Borough Planning Commission recommends that the Lansdale Borough Council grant Preliminary and Final Subdivision approval for the project proposed at 205 West Seventh Street, as set forth on the plans prepared by Lenape Valley Engineering, dated June 6, 2015, last revised September 30, 2015 (the “Plans”), subject to the condition that (1) waiver request #6, Section 304.3B of the Lenape Valley Engineering response letter dated October 7, 2015 be changed to *defer* compliance until the actual land development occurs; and (2) the Applicant will place a note on the final plan to include all of the deferral waiver requests and an inclusion on the plan that the deferral items do not constitute land development; 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. Lansdale Borough Council waives strict compliance with the following sections of the Lansdale Borough Subdivision and Land Development Ordinance:
 - a. Section 304.3.A. to provide an aerial photo showing the existing features within 400 feet of the Tract; and

- b. Section 411.2 to permit overhead connection of the electric and communications lines, where underground utilities are required.
2. Compliance with the following sections of the Lansdale Borough Subdivision and Land Development Ordinance is deferred until land development plans are submitted. Prior to the signing of final land development plans and their being recorded, and prior to the issuance of a building permit, the provisions of these sections must be met:
 - a. Section 409 regarding stormwater design calculations;
 - b. Section 412.1 regarding sewer connections; and
 - c. Section 416.1 regarding review of erosion and sedimentation control measures by the Montgomery County Conservation District. Prior to the issuance of a building permit, the Applicant shall submit detailed erosion and sedimentation control design plans to the Borough Engineer and shall obtain the Engineer's approval of same. Submission to and approval from the County Conservation District is waived.
3. 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 14, 2015, the entire contents of which are incorporated herein by reference.
4. Prior to the signing of the Plans and their being recorded, Applicant shall enter into a Land Development Agreement ("Agreement") with the Borough. The Agreement 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.
5. 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.
6. 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.
7. 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.

8. 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.
9. 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.

RESOLVED at the public meeting of the Lansdale Borough Council held on January 20, 2016.

LANSDALE BOROUGH COUNCIL

By:

Denton Burnell,
Council President

Attest: _____

Jacob I. Ziegler,
Borough Secretary

Mr. Burns made a motion for the recommendation and approval of the Subdivision of 205 W. Seventh St., plans prepared by Lenape Valley Engineering date June 06, 2015, revised September 30, 2015. With the exception 1) the condition Waiver request #6 Section 304.3 B Lenape Valley Engineering response letter dated October 07, 2015 be changed to *defer* until the actual Land Development occurs. 2) Applicant will place a note on the Final plans to include all of the deferral waiver requests and an inclusion on this plan that the deferral items do not constitute land development. Mike Panacyda seconded the motion. Decision unanimous 6 to 0.

Draft

October 12, 2015

Lenape Valley Engineering
P.O. Box 74
Chalfont, PA 18914

ATTN: Jason T. Smeland, P.E.

Subject: Zoning Certification for 205 West 7th Street Subdivision Plan

Mr. Smeland,

Pursuant to your request, this office has reviewed the area and dimensional data depicted on the June 6, 2015 Subdivision Plan prepared by your office for Spartan Maple, LLC. We have determined the following:

1. The Subject property is located within the Residential 'C' Zoning District.
2. In accordance with **Section 122-1002**, the Single Family Semidetached Dwelling use is permitted by right within the Residential 'C' District.
3. In accordance with **Section 122-1004.A,B,D,&E**, the proposed lots conform to minimum lot area, lot width, side yard, and rear yard requirements.
4. In accordance with **Section 122-1004.C**, the front yard depicted along W. 7th Street is consistent with the median for the lots in the area. Additionally the setback depicted along the Maple Avenue frontage is also consistent with the median for corner lots located along W. 7th Street.

It has also been noted that the plan documents compliance with the building coverage, impervious coverage, and building height requirements. These items will need to be confirmed as part of the building permit process in the future.

If you have any questions, please do not hesitate to contact me.

Thank you, and best of luck with your project.

Sincerely,

John J. Ernst
Director of Community & Economic Development
Borough of Lansdale



LENAPE VALLEY ENGINEERING

Civil Engineering • Subdivision • Land Development • Land Planning

June 29, 2015

Borough of Lansdale
One Vine Street
Lansdale, PA 19446

ATTN: Mr. John J. Ernst, AIA, Director of Code Enforcement

**SUBJ: 205 West 7th Street – Preliminary Plans
Borough of Lansdale, Montgomery County, PA**

Dear Mr. Ernst:

I have attached the following in regard to the above mentioned project:

- Seventeen (17) copies of Subdivision and Land Development Plans, dated June 6, 2015;
- The required Borough of Lansdale application packet, fee, and escrow;
- The MCPC review application and fee;
- A disk containing full sized and 11x17 PDF's of the plan set.

Please distribute the enclosed materials for review, and feel free to contact me should you have any questions or require additional information.

Sincerely:

Lenape Valley Engineering



Jason T. Smeland, P.E.

CC: Spartan Maple, LLC

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

JOSH SHAPIRO, CHAIR

VALERIE A. ARKOOSH, MD, MPH, VICE CHAIR

BRUCE L. CASTOR, JR., COMMISSIONER



**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

SUBJECT: MCPC Review Letter: 205 W. 7th St.
Requested Clarification re: Flexible Dimensional Standards

TO: John Ernst, AIA, Director of Community Development

FROM: Mike Narcowich, AICP & Brian Olszak

DATE: July 21, 2015

Per your request, we are providing the following explanation/clarification of our review letter referenced above—specifically, our interpretation of the Zoning’s **§122-1006: Flexible Dimensional Standards**, which is part of **Chapter X: Class C Residential District**.

That section says that *the following flexible dimensional standards are applicable to all lots that meet any of the following conditions: (1) Existing properties of residential use...* It is our interpretation that the applicant’s property that is proposed to be subdivided and developed is a residential property by virtue of one twin dwelling being located on it.

§122-1006.B. includes the following requirements:

- (1) *Lot Area [Subsection 1] – The minimum lot area for each dwelling unit shall be the median of all lots on the block that are of the same residential use classification (which for a twin unit on this “block” is 9,620 square feet, according to the Design Review Manual).*
- (2) *Lot Width [Subsection 2] – The minimum lot width for each dwelling unit shall be the median of all lots on the block that are of the same residential use classification (which for a twin unit on this “block” is 65 feet, according to the Design Review Manual).*
- (3) *Front Yard [Subsection 3] – The minimum front yard setback shall be the median of all lots on the block which contain a permitted use in the district (which is 25 feet on this “block”, according to the Design Review Manual).*

“Block” in the Zoning Code is defined as *“The lots included in an area on both sides of a street between consecutive cross streets that includes only homes with a mailing address for that street” [§122-201]* Since this definition of “block” is inconsistent with the definition of “block” in the SALDO, we recommend changing the name of what “block” refers to in zoning to avoid confusion (perhaps to “street segment”).

Standard Dimensional Criteria [§122-1004] applies to *all new construction on vacant land and redevelopment of residential properties at a density greater than existed prior to beginning work, whether a new building(s) or expansion/conversion of an existing structure*. In our reading, this does not apply to the proposed subdivision and land development because at the time of proposed subdivision the land is not vacant, and this does not appear to be “redevelopment”. However, we defer to the Borough Solicitor or Code Enforcement as to whether the Standard Criteria does, in fact, apply here.

Draft



**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

JOSH SHAPIRO, CHAIR

VALERIE A. ARKOOSH, MD, MPH, VICE CHAIR

BRUCE L. CASTOR, JR., COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO Box 311
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610-278-3722

FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP
EXECUTIVE DIRECTOR

July 16, 2015

Mr. John J. Ernst, AIA
Director of Community Development
Lansdale Borough
One Vine Street
Lansdale, Pennsylvania 19446-3601

Re: MCPC #15-0166-001
Plan Name: 205 W. 7th Street
(3 lots comprising approx. 0.26 acres)
Situate: 7th Street (north) /
Maple Avenue (west)
Lansdale Borough

Applicant's Name and Address

Spartan Maple, LLC
1640 Meadow Glen Drive
Lansdale, PA 19446

Contact: Jason T. Smeland, P.E.
215-622-1414

Dear Mr. Ernst:

We have reviewed the above-referenced preliminary subdivision and land development plan in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on July 13, 2015. We forward this letter as a report of our review and recommendations.

Background

The applicant proposes to subdivide an existing 0.26 acre property into three new properties. Proposed Lot 1, the site of the existing dwelling and garage, would be 3,661 s.f.; proposed Lot 2 would be 3,660 s.f.; and proposed Lot 3 would be 3,900 s.f. Currently the site is occupied by one twin dwelling unit and a detached garage. The applicant plans to construct two new twin dwelling units, and approximately five newly-paved parking spaces. The property lies in the C Residential District and will be served by public water and sewer. The applicant has submitted a preliminary plan dated June 6, 2015.

Recommendation

As currently proposed, the Montgomery County Planning Commission cannot support the applicant's proposal at this time because, in our interpretation of the zoning ordinance, it does not meet the C Residential District's dimensional requirements without relief from the Zoning Hearing Board. In the course of our review we have identified the additional following issues that the applicant and Borough may wish to consider prior to final land development approval.

A. Zoning Requirements:

1. Flexible Dimensional Criteria – This development meets the applicability requirements of the Flexible Dimensional Criteria of the Class C Residential District, namely because the subject lot is an “existing propert[y] of residential use” [§122-1006.A.1]. Therefore, this development must adhere to the dimensional criteria of this section, and not those of the Standard Dimensional Criteria, to which the applicant has currently designed the property. This provision is intended to ensure that development takes place within the scale, context and density of existing residential neighborhoods, and implements the Borough’s goal of “Preserv[ing] the character and charm of existing neighborhoods and houses,” as stated in the 2006 Comprehensive Plan. We believe that the applicant would need zoning relief from the following requirements below if they wish to proceed with this development as proposed:
 - a. Lot Area [§122-1006.B.1] – The minimum lot area shall be the median of all single-family semidetached lots on the block, which is 9,620 square feet, according to the Borough of Lansdale Residential Design Review Manual.
 - b. Lot Width [§122-1006.B.2] – The minimum lot width shall be the median of all single-family semidetached lots on the block, which is 65 feet, according to the Borough of Lansdale Residential Design Review Manual.
 - c. Front Yard Setback [§122-1006.B.3] – The minimum front yard setback shall be the median of all lots on the block which contain a permitted use in the district, which is 25 feet, according to the Borough of Lansdale Residential Design Review Manual. In addition, the plan should list the maximum front yard setback (which is not more than 10 feet farther than the median setback of permitted uses on the block) in the zoning table.
2. Accessory Building Setback - The plan should note the required accessory building setbacks (four feet) and the distance the existing garage would be set back [§122-2204.A]. It is difficult to tell from the plan if the existing garage would comply with this requirement with respect to the proposed new lot line.
3. This development application will also have to demonstrate compliance with Article XLI of the Lansdale Zoning Code: Traditional Residential Infill Development Standards [§122-4101 – §122-4103].

B. Sidewalk:

1. The existing sidewalk connecting the existing home to the alley will wind up on the neighbor’s property. Will there be an access easement provided? Perhaps the sidewalk should be relocated so it stays on the same property as the house it serves.
2. How wide is the sidewalk on Seventh Avenue? It appears it may be of substandard width [§104-38]. Sidewalks are required to be at least four feet wide, with a passing space at least 5 feet in width no more than 200 feet apart.
3. Sidewalks are required to connect road frontage sidewalks to all front building entrances [§122-4102.J].

C. Existing and Proposed Features: The plan shall show building setback lines with distances from the right-of-way [§304.3b].

- D. Parking: No parking shall be provided within ten feet of any property line in order to permit a ten-foot buffer area with a parking screen [§403.3E]. A partial waiver may be appropriate for parking abutting the alley; however, we do recommend screening the parking area from the Maple Avenue, perhaps using a waiver to permit a narrow fence, wall or hedge.

E. Landscaping:

1. Street Trees. Height and spread of the proposed street trees is required on the plan [**\$423.C.1**]. Another shade tree is required along Maple Street [**\$420.3**]. Due to spatial constraints along the side of the proposed twin dwelling, we recommend using small tree, large shrub, or foundation planting instead of a shade tree.
2. Buffer. We recommend modestly enhancing the buffer (currently a fence) between the subject property and the adjacent residential property to its northwest by supplementing it with one or two trees. The SALDO requires a shade tree buffer when development of the same type but higher intensity occurs next to another property [**\$420.4.C**].

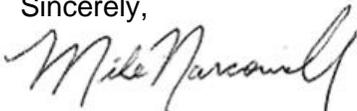
Conclusion

The Montgomery County Planning Commission recommends that Lansdale withhold approval until the district zoning requirements are resolved to their satisfaction, or zoning relief is sought.

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,



Mike Narcowich, AICP, Principal Community Planner
610.278.5238 – mnarcowi@montcopa.org

- c: Spartan Maple, LLC. Applicant
Jason T. Smeland, P.E., Lenape Valley Engineering, Applicant's Engineer
Jacob I. Ziegler, Borough Manager
Sam Carlo, Chrp., Borough Planning Commission
Sean Kilkenny, Friedman Schuman, Esq., Borough Solicitor
Chris Fazio, R.P.E., Remington, Vernick, & Beach, Borough Engineer

Attachment: Reduced Copy of Applicant's Plan

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

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CORPORATE SECRETARY
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Christopher J. Fazio, PE, CME
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Gregory J. Sullivan, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers
232 Kings Highway East
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(856) 795-9595
(856) 795-1882 (fax)

Remington, Vernick
& Vena Engineers
9 Allen Street
Ioms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jicama Boulevard, Suite 300-400
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

Remington, Vernick
& Walberg Engineers
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(609) 645-7110
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4907 New Jersey Avenue
Wildwood City, NJ 08260
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& Beach Engineers
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Conshohocken, PA 19428
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(610) 940-1161 (fax)

1000 Church Hill Road, Suite 220
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Univ. Office Plaza, Bellevue Building
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Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

Remington, Vernick
& Arango Engineers
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

July 14, 2015

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

Attn: Mr. John Ernst
Director of Community Development

Re: Borough of Lansdale
Three Lot Subdivision
205 W. Seventh Street
TMP# 11-00-14436-00-7
Our File #PMLDP073 (Initial 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 four (4) sheets entitled Plan of Subdivision. 205 W. 7th Street, prepared by Lenape Valley Engineering, of Chalfont, PA 18914 dated 6/6/2015.
- PNDI Project Environmental Review for 205 W. 7th Street prepared by Lenape Valley Engineering dated June 29, 2015.

I. SUBMISSION INFORMATION

Applicant & Owner : Spartan Maple, LLC
1640 Meadow Glen Drive
Lansdale, PA 19446
215-393-3040
Cell 267-446-6819
GMarks@villagehandcrafted.com

Engineer: Lenape Valley Engineering
117 Glen Drive
Chalfont, PA 18914
215-622-1414
Fax 267-308-0524
Attn: Jason T. Smeland, P.E.
Jason@Lenapevalleyengineering.com

S:\Lansdale\PMLDP073 - 205 W. 7th Street Subdivion Plan Review\PMLDP073 - 7.14.15 205 W. 7th Street.doc

Proposal: The applicant proposes to subdivide an existing lot parcel into three individual lots in order to maintain the existing residence and construct a twin house on two lots fronting on West Seventh Street. Parking access is from an existing alley off of Maple Street.

Zoning: The parcel is located in the Class C 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
2. Montgomery County Conservation District
3. Montgomery County Planning Commission

III. ZONING COMMENTS

1. The front yard setback is less than the required 24' setback. While we understand that contiguous residences also have this condition, the applicant will require zoning relief.

IV. WAIVER REQUESTS

1. Section 304.3.a. – to provide an aerial photo showing the existing features within 400 feet of the property. Our office can support this waiver request. Plan Sheet 3 of 4 shows the aerial that has been provided.
2. Section 409 – to not provide stormwater management calculations, details, narrative, percolation test results, etc. Our office does not support this waiver request.
3. Section 411.2 – to not provide proposed utilities underground. Our office does not support this waiver request.
4. Section 412.1 – to defer review of the proposed sanitary sewer connections until the time of building permit application. Our office does not support this waiver request.

5. Section 416.1 – to not consult with the Montgomery County Conservation District for Erosion Control measures. Our office will consider this request once we have been provided the information requested under Section IV of this review letter.

IV. SALDO COMMENTS

1. Provide the existing curb radii at Seventh Street and Maple Avenue and the alley with Maple Avenue (304.3.b.2).
2. The Applicant shall show the existing sanitary sewer on Seventh Street on Plan Sheet 1 (304.3.b.6).
3. The plans shall show the existing soil type(s) and the soil limitations from the Montgomery County Soil Survey (304.3.b.12; 306.1.D.2(g); 304.5.B).
4. The plans shall indicate the depth to the water table (304.3.b.16)
5. Add additional concrete monuments along the Seventh Street right-of-way line between lots 1 and 2 and between lots 2 and 3. Provide mag nails on the rear corners of lot 1 / lot 2 and lot 2 / lot 3. On the Conceptual Construction Improvement Plan, show a detail of the concrete monument (305.1.b.6; 418.1).
6. Revise the Borough Council Signature Block to reflect Secretary and President (305.1.c.3).
7. Dimension the proposed parking stalls and list the number required and proposed on the zoning chart (306.g; 403.3.G).
8. Add a General Note that construction materials and method are to conform to PennDOT Publication 408 (400.8).
9. Provide a grading plan showing building corner spot elevations, parking area corner spot elevations, reconnection of proposed contour 347 to Lot 1 (not contour 346) (408.3)
10. Provide a Stormwater Management Report that is signed and sealed by a Pennsylvania Professional Engineer and that demonstrates that there will not be an increase in stormwater runoff for all storms. Provide calculations, details, percolation rates, etc. (409; 409.7; 409.7.E; 409.8).
11. Provide a plan showing proposed Erosion and Sediment Controls including narrative, notes, details, etc. (409.4; 416.2; 416.4).
12. Add a General Note that all utilities are to be underground (411.2).

13. Submit to the Borough, the letters from the utility service suppliers for their endorsement of providing underground service (411.2.A).
14. Submit Plans to the Borough of Lansdale Authority for sanitary sewer review and comments (412.1).
15. Provide a detailed cost estimate for the preparation of the Land Development Agreement (424).
16. If there are overhead wires coming from utility poles, show them on the existing features plan.
17. The Applicant shall indicate the following information on the plan: Applicant contact information, phone, and fax.
18. On Plan Sheet 1 – General Notes – Note 3 & 8 should be revised to reflect Concrete Monuments along Seventh Street and Mag Nails along the Alley.
19. On Plan Sheet 1 – General Notes – Note 9 refers to the Utility Plan. There is no sheet titled Utility Plan.
20. On Plan Sheet 1 – Waivers – Section 344.3.(a) should read Section 304.3.a and referenced as Sheet 3 of 4.
21. On Plan Sheet 1 – Parking Area – Show a two foot grass strip between the lot parking areas (one (1) foot on each side of the property lines). Currently the superimposed car parking is encroaching on the adjacent lots. Without the physical separation, claims for upkeep and damage become contentious.
22. On Plan Sheet 2 – Add a Legend and note the items that are to be removed (TBR).
23. On Plan Sheet 2 – Show the existing asphalt parking along the alley that is currently used for parking and it's disposition.
24. On Plan Sheet 2 – Show the existing building that appears on the aerial photograph east of the existing garage and it's disposition.
25. On Plan Sheet 4 – Revise contour 347.
26. The applicant's name on the land development application and plan do not match. Please clarify (Spartan versus Spartain).

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.

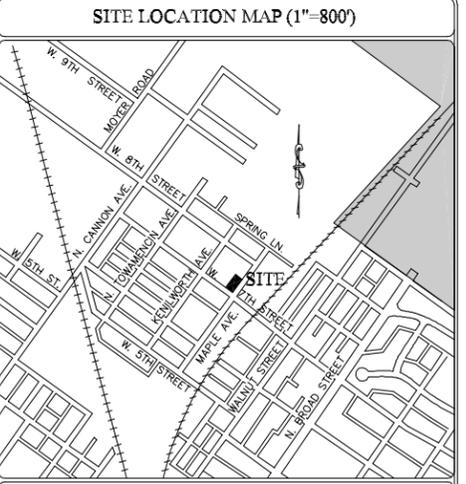
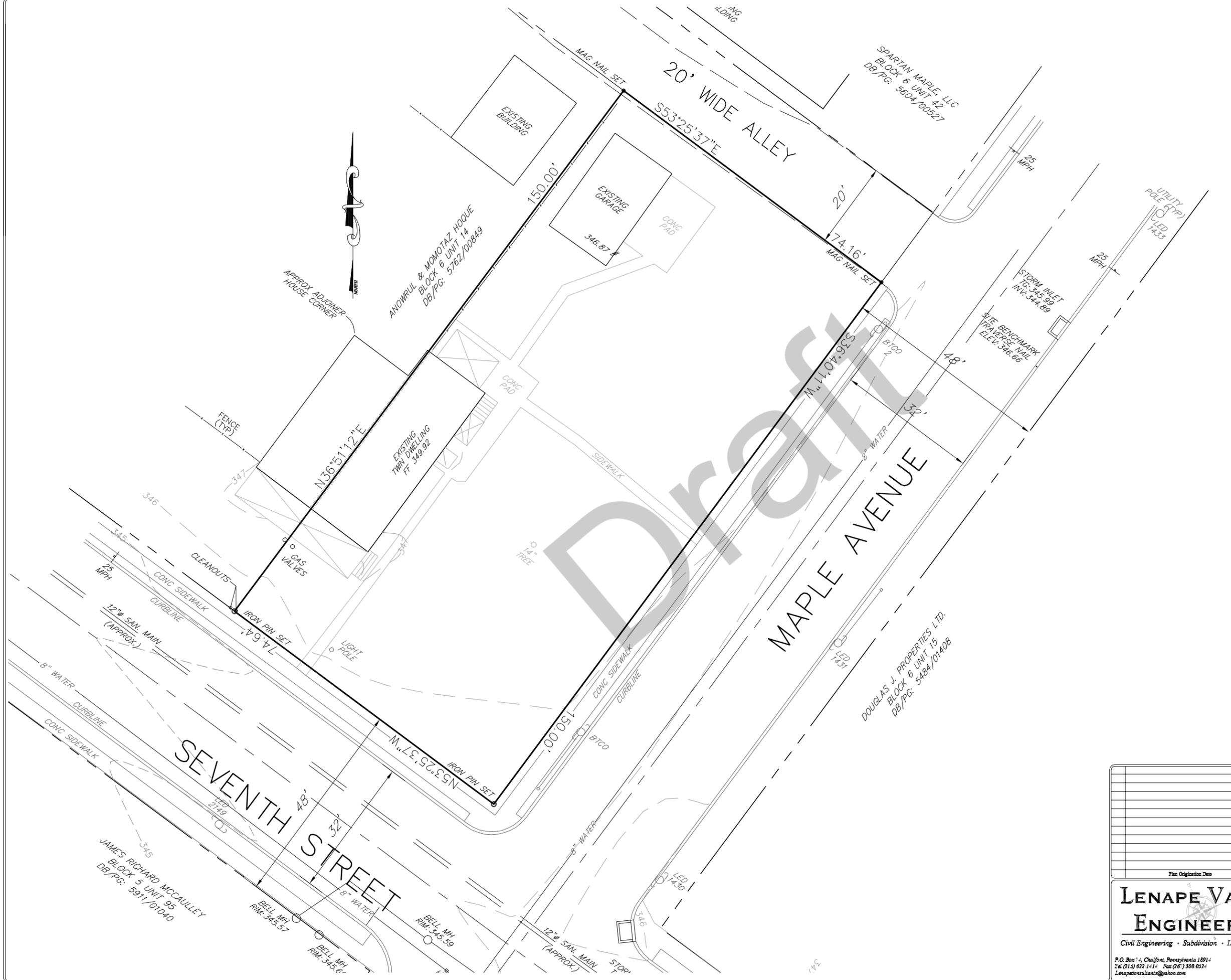
Very truly yours,
Remington, Vernick & Beach Engineers



Christopher J. Fazio, P.E., C.M.E.
Senior Associate, Regional Manager

Draft

cc: Spartan Maple, LLC, Property Owner
Jason Smeland, P.E., Lenape Valley Engineering
Jake Ziegler, Borough Manager
Sean Kilkenny, Borough Solicitor
Jay Daveler, Fire Chief
Thomas F. Beach, P.E., C.M.E.



TAX PARCEL INFORMATION

SUBJECT TRACT MAY BE IDENTIFIED BY MONTGOMERY COUNTY TAX INFORMATION AS FOLLOWS:
 BOROUGH OF LANSDALE
 RECORDED DEED DATA IS AS FOLLOWS:
 AS RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC., IN AND FOR THE COUNTY OF MONTGOMERY AT NORRISTOWN PENNSYLVANIA

PARCEL NO.	DEED BOOK/PAGE	RECORD OWNER	TRACT AREA
11-00-14436-00-7	5692/02386	SPARTAN MAPLE, LLC 1640 MEADOW GLEN DR LANSDALE, PA 19440	11,221 S.F. (BY SURVEY)

SURVEYOR'S CERTIFICATION

I, DENNIS M. LITZENBERGER, P.L.S., HEREBY CERTIFY THAT THIS PLAN REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT THE MONUMENTATION SHOWN HEREON EXISTS AS LOCATED, THE ERROR OF CLOSURE IS LESS THAN ONE PART IN 10,000, AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.

DENNIS M. LITZENBERGER, P.L.S. REGISTRATION NO. 37816E

Plan Originator Date	06/06/2015
----------------------	------------

EXISTING FEATURES PLAN

Prepared for
SPARTAN MAPLE, LLC
 Located at
205 W. 7TH STREET

BOROUGH OF LANSDALE
 MONTGOMERY COUNTY
 PENNSYLVANIA

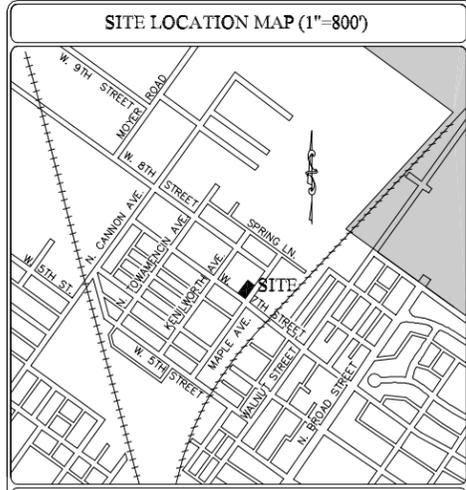
LENAPE VALLEY ENGINEERING
 Civil Engineering • Subdivision • Land Development

P.O. Box 74, Clarks Summit, Pennsylvania 18914
 Tel: (610) 622-1114 Fax: (610) 308-0524
 Lenapeconsultants@yahoo.com

JASON T. SMELAND
 PROFESSIONAL ENGINEER
 PA NO. 059306

GRAPHIC SCALE
 1"=10'

PROJECT MANAGER J.T.S.	DRAWING SCALE 1"=10'	SHEET NUMBER 2 of 4
DRAFTED BY B.C.S.	PROJECT NUMBER 2040	



ZONING DATA

OBTAINED FROM THE BOROUGH OF LANSDALE ZONING ORDINANCE, AS LAST AMENDED.

DISTRICT CLASSIFICATION: CLASS C RESIDENTIAL DISTRICT
PROPOSED USE: SINGLE FAMILY SEMI-DETACHED DWELLING

REQUIREMENT	REQUIRED	LOT 1	LOT 2	LOT 3
MINIMUM LOT AREA:	2,250 S.F.	3,852 S.F.	3,439 S.F.	3,870 S.F.
MINIMUM LOT WIDTH @ BUILDING LINE:	24 FT.	24.64 FT.	24 FT.	26 FT.
FRONT YARD RESTRICTION:	24 FT.	21.6 FT.*	21.6 FT.*	21.6 FT.*
SIDE YARD RESTRICTION:	6 FT.	6 FT.	6 FT.	6 FT.
REAR YARD RESTRICTION:	20 FT.	20 FT.	20 FT.	20 FT.
MAXIMUM BUILDING COVERAGE:	40%	36.0%	28.9%	25.7%
MAXIMUM IMPERVIOUS COVERAGE:	75%	49.8%	49.7%	43.3%
ACCESSORY SETBACK:	4 FT.	NA	NA	NA

* ESTABLISHED FROM EXISTING HOUSE ON BLOCK
122-2003.A - PARKING REQUIREMENT: 2 OFF-STREET SPACE PER DWELLING UNIT
SPACES REQUIRED = 6
SPACES PROVIDED = 6

TAX PARCEL INFORMATION

SUBJECT TRACT MAY BE IDENTIFIED BY MONTGOMERY COUNTY TAX INFORMATION AS FOLLOWS:
BOROUGH OF LANSDALE
RECORDED DEED DATA IS AS FOLLOWS:

AS RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC., IN AND FOR THE COUNTY OF MONTGOMERY AT NORRISTOWN PENNSYLVANIA

PARCEL NO.	DEED BOOK/PAGE	RECORD OWNER	TRACT AREA
11-00-14436-00-7	5692/02386	SPARTAN MAPLE, LLC 1640 MEADOW GLEN DR LANSDALE, PA 19446	11,221 S.F. (BY SURVEY)

GENERAL NOTES

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- ALL CONSTRUCTION SHALL CONFORM TO THE BOROUGH OF LANSDALE STANDARDS AND SPECIFICATIONS AS APPLICABLE.
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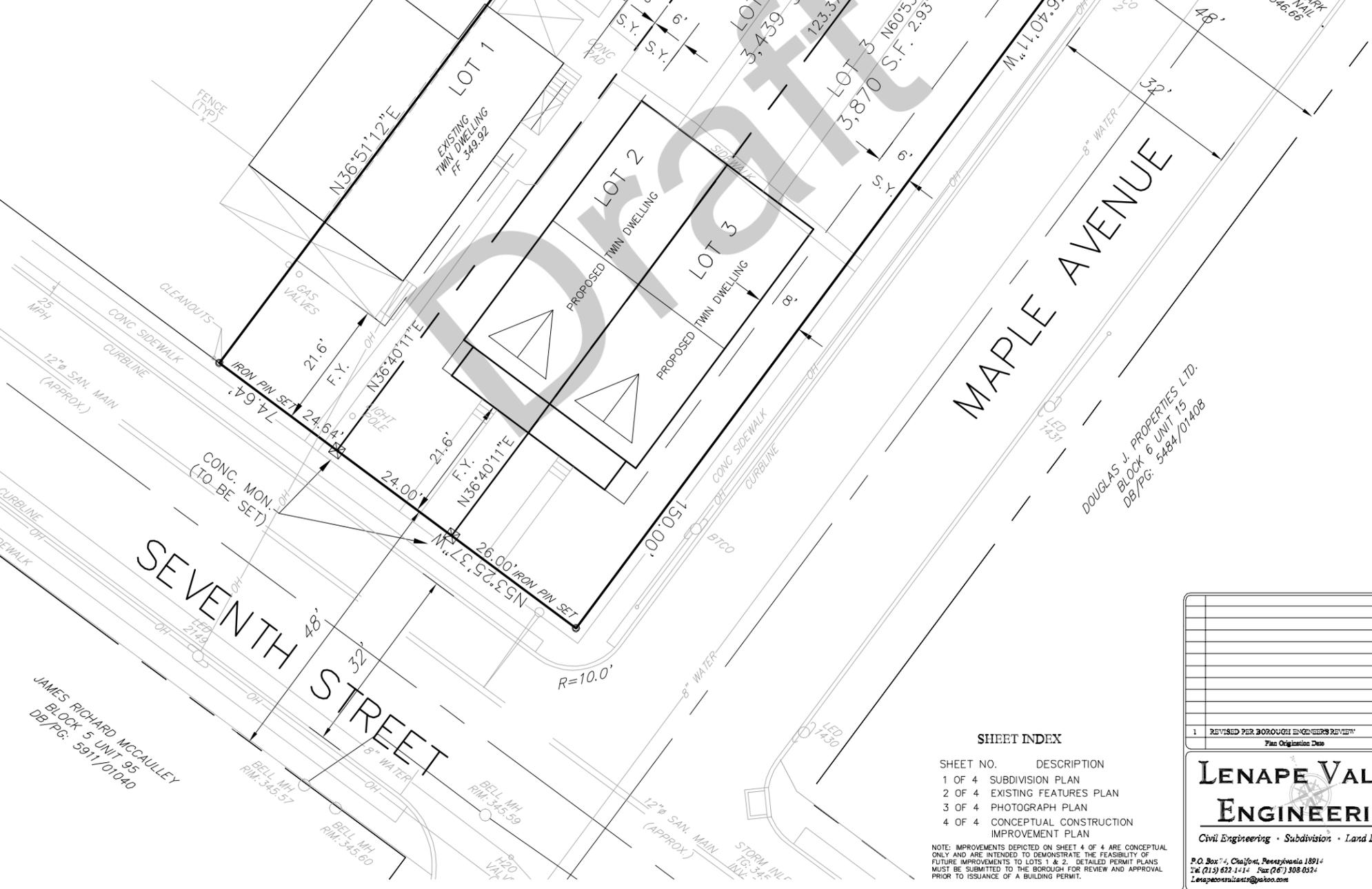
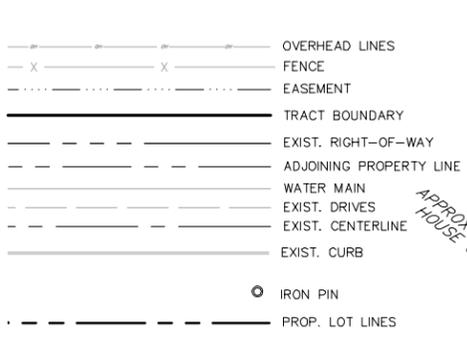
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SPARTAN MAPLE, LLC
1640 MEADOW GLEN DR
LANSDALE, PA 19446
PH: (215) 393-3040
FX: (215) 393-3044

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- ALL CONSTRUCTION SHALL CONFORM TO THE BOROUGH OF LANSDALE STANDARDS AND SPECIFICATIONS AS APPLICABLE.
- CONSTRUCTION MATERIAL AND METHODS ARE TO CONFORM TO PENNDOT PUBLICATION 408.



RECORDING ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____ SS:
WE, _____, UNDERSIGNED, HAVE LAID OUT UPON OUR LAND SITUATE IN THE BOROUGH OF LANSDALE, MONTGOMERY COUNTY, PENNSYLVANIA, CERTAIN IMPROVEMENTS ACCORDING TO THE ACCOMPANYING PLAN, WHICH IS INTENDED TO BE RECORDED. IN WITNESS WHEREOF, _____ HAS CAUSED ITS SEAL TO BE AFFIXED BY THE HAND OF ITS MANAGING MEMBER AND SAME TO BE ATTESTED THIS _____ DAY OF _____, 20____.

ATTEST:
ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGE THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ COMMISSION EXPIRATION DATE _____

APPROVED BY THE BOROUGH OF LANSDALE COUNCIL, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA, ON THE _____ DAY OF _____, 20____.

SECRETARY _____ PRESIDENT _____
RECOMMENDED FOR APPROVAL BY THE BOROUGH OF LANSDALE PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRMAN _____ SECRETARY _____
REVIEWED BY THE BOROUGH ENGINEER ON THE _____ DAY OF _____, 20____.

BOROUGH ENGINEER _____
RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS IN AND FOR THE COUNTY OF MONTGOMERY, AT NORRISTOWN, PENNSYLVANIA IN PLAN BOOK NUMBER _____ PAGE NUMBER _____ ON THIS DAY OF _____, 20____.

RECORDER OF DEEDS
MCPC No. _____
PROCESSED and REVIEWED. A report has been prepared by the Montgomery County Planning Commission in accordance with the Municipalities Planning Code.
Certified this date _____
For the Director
Montgomery County Planning Commission

ENGINEER'S CERTIFICATION

I, JASON T. SMELAND, P.E., DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE INFORMATION CONTAINED IN THE ACCOMPANYING PLANS, SPECIFICATIONS AND REPORTS HAS BEEN PREPARED IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICE AND IS TRUE AND CORRECT AND IS IN CONFORMANCE WITH THE ZONING ORDINANCE AND THE SUBDIVISION ORDINANCE OF LANSDALE BOROUGH IN EFFECT AT THE TIME OF PRELIMINARY/FINAL PLAN SUBMISSION FOR THIS SITE.

059306 (REGISTRATION NUMBER) JASON T. SMELAND, P.E.

SURVEYOR'S CERTIFICATION

I, DENNIS M. LITZENBERGER, P.L.S., HEREBY CERTIFY THAT THIS PLAN REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT THE MONUMENTATION SHOWN HEREON EXISTS AS LOCATED, THE ERROR OF CLOSURE IS LESS THAN ONE PART IN 10,000, AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.

DENNIS M. LITZENBERGER, P.L.S. REGISTRATION NO. 37816E

SHEET INDEX

SHEET NO.	DESCRIPTION	DATE
1	REVISED PER BOROUGH ENGINEER'S REVIEW	09-30-2019
	Plan Origination Date	06-06-2015

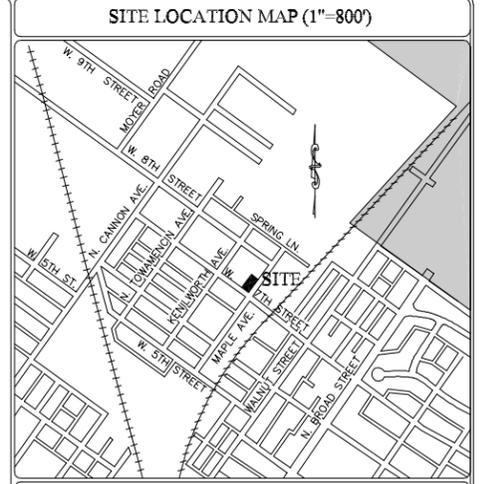
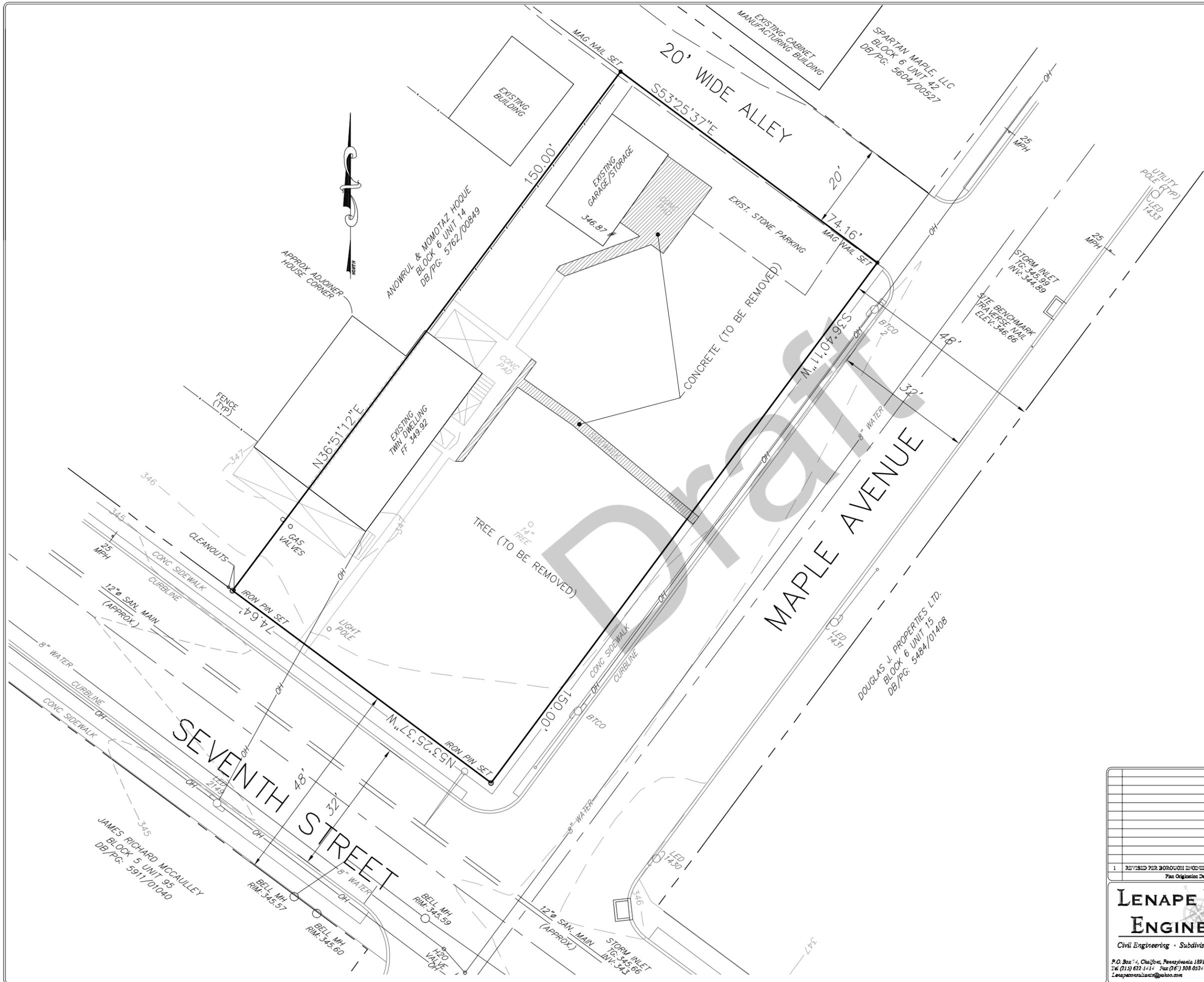
LENAPE VALLEY ENGINEERING
Civil Engineering • Subdivision • Land Development
P.O. Box 74, Clarks Summit, Pennsylvania 18941
Tel: (610) 622-1414 Fax: (610) 308-0524
Lenapeconsultants@yahoo.com

PLAN OF SUBDIVISION
Paid to
SPARTAN MAPLE, LLC
As per of
205 W. 7TH STREET

BOROUGH OF LANSDALE
MONTGOMERY COUNTY
PENNSYLVANIA

JASON T. SMELAND
PROFESSIONAL ENGINEER
PA NO. 059306

PROJECT MANAGER: J.T.S. DRAWING SCALE: 1"=10'
DRAFTED BY: B.C.S. PROJECT NUMBER: 2040 SHEET NUMBER: 1 of 4



TAX PARCEL INFORMATION

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11-00-14436-00-7	5692/02386	SPARTAN MAPLE, LLC 1640 MEADOW GLEN DR LANSDALE, PA 19440	11,221 S.F. (BY SURVEY)

LEGEND

- FENCE
- - - EASEMENT
- TRACT BOUNDARY
- - - EXIST. RIGHT-OF-WAY
- - - ADJOINING PROPERTY LINE
- WATER MAIN
- - - EXIST. DRIVES
- - - EXIST. CENTERLINE
- - - EXIST. CONTOUR
- - - EXIST. INDEX CONTOUR
- - - EXIST. CURB
- IRON PIN
- - - EXIST. STORM SEWER LINE
- - - EXIST. SANITARY SEWER LINE
- EXIST. UTILITY POLE
- EXIST. INLET
- - - OVERHEAD LINES

SOILS INFORMATION

THE ENTIRE SITE IS LOCATED IN Uryb SOILS AREA:
 Uryb - URBAN LAND-READINGTON COMPLEX, 0 TO 8 PERCENT SLOPES
 MODERATELY WELL DRAINED, MODERATE TO MODERATELY SLOW PERMEABILITY, SLIGHT EROSION HAZARD, LOW AVAILABLE WATER CAPACITY.
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 RESOLUTIONS: WETNESS CAN BE REDUCED THROUGH THE USE OF DRAINAGE SYSTEMS.
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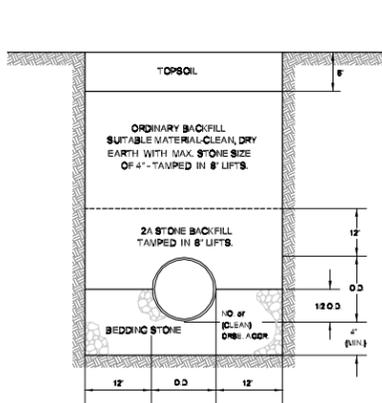
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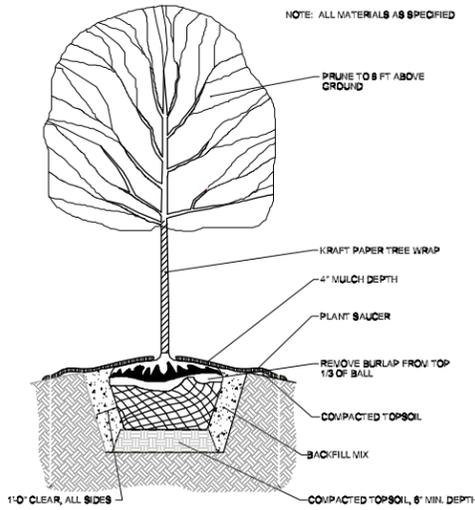
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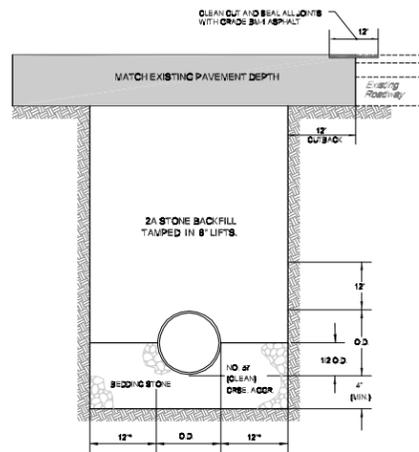
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JASON T. SMELAND PROFESSIONAL ENGINEER PA NO. 059306		
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DRAFTED BY B.C.S.	PROJECT NUMBER 2040	



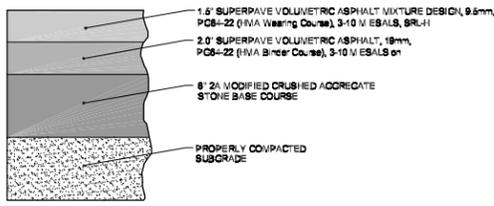
TRENCH RESTORATION DETAIL UNPAVED AREAS



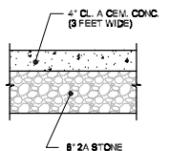
TYPICAL DECIDUOUS TREE PLANTING DETAIL



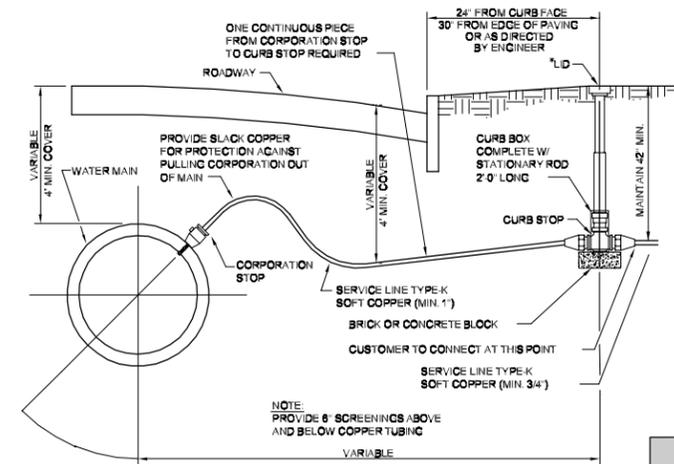
TRENCH RESTORATION DETAIL WITHIN PAVED AREAS



DETAIL OF PAVING IMPROVEMENTS PROPOSED PARKING AREAS

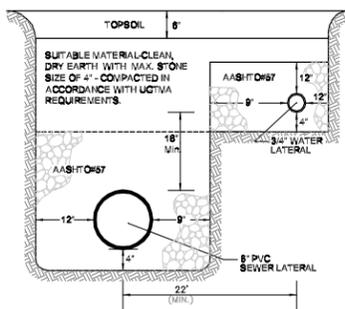


TYPICAL CROSS-SECTION CONC. SIDEWALK

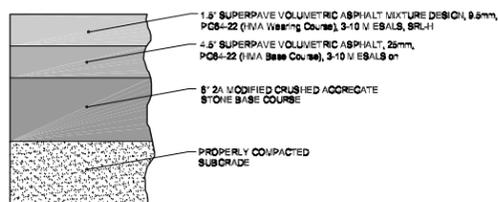


- NOTES
1. WET TAPPING UNDER NORMAL LINE PRESSURE IS REQUIRED
 2. CORPORATION STOPS: MUELLER B 25008, OR MCDONALD 4701 BT, OR FORD FB1000 3C
 3. CURB STOPS: MUELLER B 25208, OR MCDONALD 8100 T2, OR FORD B44-333G
 4. CURB BOX: EXTENSION TYPE W/ARC1818; AND SHUT OFF ROD
 5. LID WITH CENTER, REMOVABLE, PENTAGONAL PLUG, MUELLER 88376, OR MCDONALD 8814L
 6. CORPORATION STOP AND CURB STOP TO HAVE COMPRESSION FITTINGS. FLARE FITTINGS NOT PERMITTED

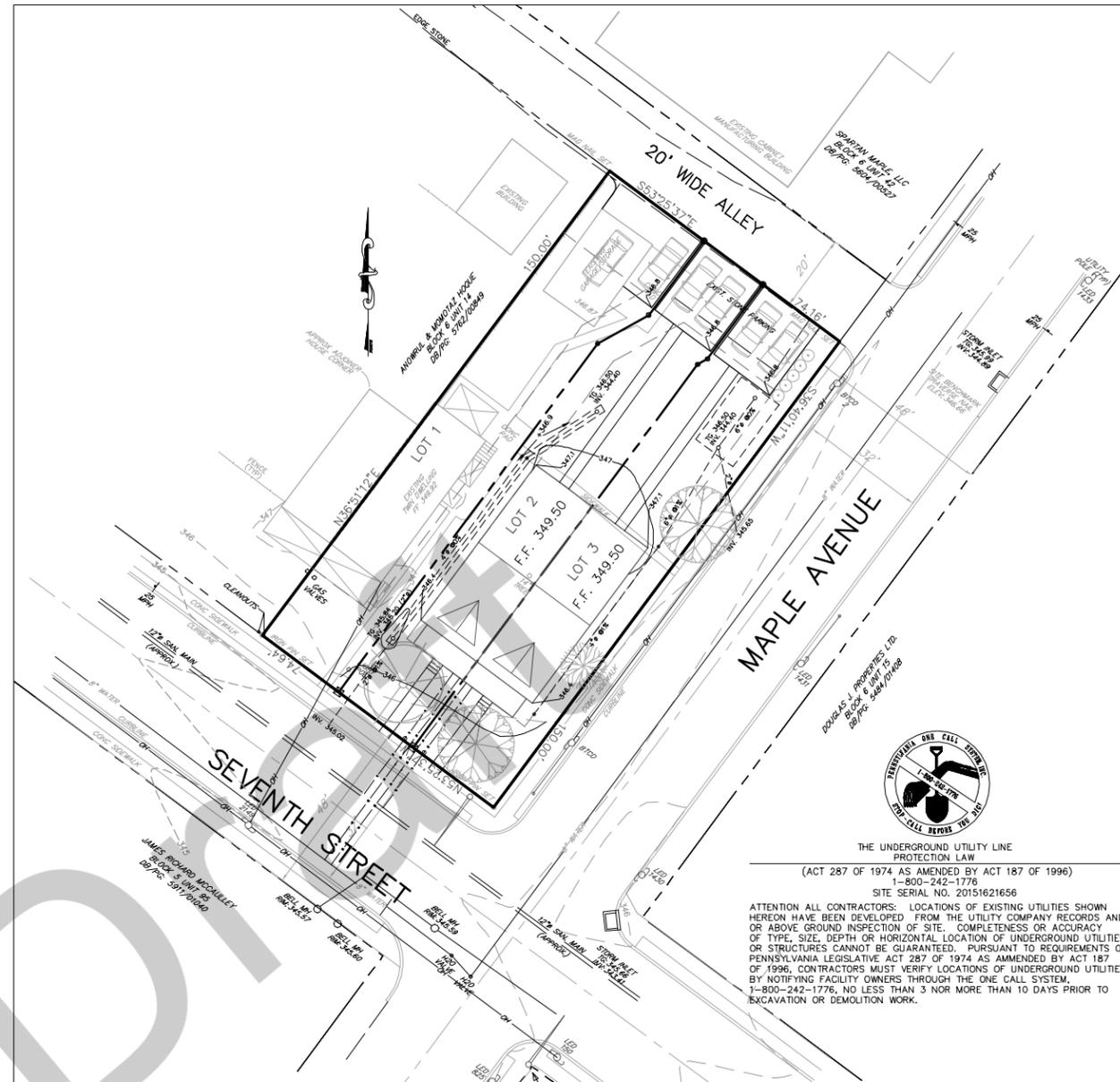
LATERAL DETAIL



SANITARY SEWER AND WATER LATERAL TRENCH DETAIL

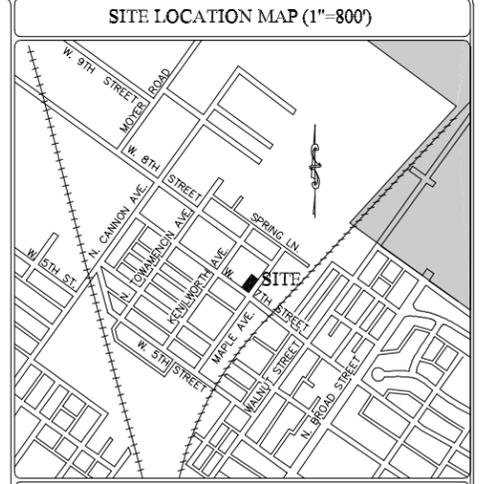


DETAIL OF PAVING IMPROVEMENTS ROAD RESTORATION



THE UNDERGROUND UTILITY LINE PROTECTION LAW (ACT 287 OF 1974 AS AMENDED BY ACT 187 OF 1996) 1-800-242-1776 SITE SERIAL NO. 20151621656

ATTENTION ALL CONTRACTORS: LOCATIONS OF EXISTING UTILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM THE UTILITY COMPANY RECORDS AND OR ABOVE GROUND INSPECTION OF SITE. COMPLETENESS OR ACCURACY OF TYPE, SIZE, DEPTH OR HORIZONTAL LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES CANNOT BE GUARANTEED. PURSUANT TO REQUIREMENTS OF PENNSYLVANIA LEGISLATIVE ACT 287 OF 1974 AS AMENDED BY ACT 187 OF 1996, CONTRACTORS MUST VERIFY LOCATIONS OF UNDERGROUND UTILITIES BY NOTIFYING FACILITY OWNERS THROUGH THE ONE CALL SYSTEM, 1-800-242-1776, NO LESS THAN 3 NOR MORE THAN 10 DAYS PRIOR TO EXCAVATION OR DEMOLITION WORK.



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- SCARLET OAK (QUERCUS COCCINEA)
QTY. - 1
SIZE - 2.5" CAL.
- THORNLESS HONEY LOCUST (GLEDTISIA TRIACANTHOS)
QTY. - 2
SIZE - 2.5" CAL.
- KOUSA DOGWOOD (CORNUS KOUSA)
QTY. - 1
SIZE - 5 TO 6 FT.
- BAYBERRY (MYRTICA PENNSYLVANICA)
QTY. - 5
SIZE - 24"

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SURVEYOR MONUMENT
SPECIFICATIONS/MODERN CONCRETE STANDARDS:
- CONCRETE STRENGTH: 4000 PSI MIN @ 28 DAYS
- REINFORCING CONFORMING TO ASTM A618 & A1186
- STEEL CENTER MARK FOR POSITIVE METAL DETECTION
- BRASS CENTER MEDALLION CAN BE CENTER (SUPPLIED BY OTHERS)
- APPROXIMATE WEIGHT: 40 LBS

MODERN
SITES & HIGHWAY DIVISION

Modern Precast Concrete
Corporate Headquarters 1210 Darben Road, PO Box 339 | Otterville, PA 18942
(610) 847-5121 F (610) 847-1846 | www.modernconcrete.com

CONCEPTUAL CONSTRUCTION IMPROVEMENT PLAN

Prepared by
SPARTAN MAPLE, LLC
As per
205 W. 7TH STREET

BOROUGH OF LANSDALE
MONTGOMERY COUNTY
PENNSYLVANIA

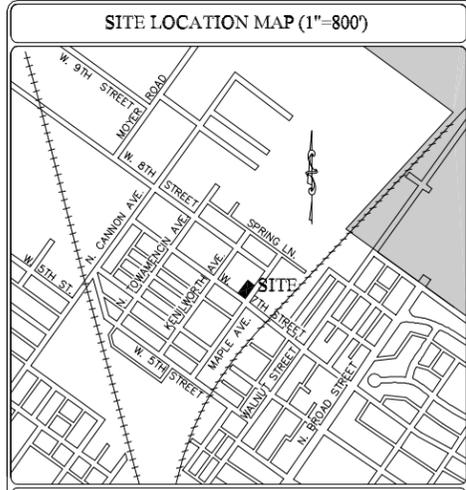
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DRAFTED BY B.C.S.	PROJECT NUMBER 2040	

1 REVISED PER BOROUGH ENGINEERS REVIEW 09-30-2019
Plan Origination Date 06-04-2015



ZONING DATA

OBTAINED FROM THE BOROUGH OF LANSDALE ZONING ORDINANCE, AS LAST AMENDED.

DISTRICT CLASSIFICATION: CLASS C RESIDENTIAL DISTRICT
PROPOSED USE: SINGLE FAMILY SEMI-DETACHED DWELLING

REQUIREMENT	REQUIRED	LOT 1	LOT 2	LOT 3
MINIMUM LOT AREA:	2,250 S.F.	3,852 S.F.	3,439 S.F.	3,870 S.F.
MINIMUM LOT WIDTH @ BUILDING LINE:	24 FT.	24.64 FT.	24 FT.	26 FT.
FRONT YARD RESTRICTION:	24 FT.	21.6 FT.*	21.6 FT.*	21.6 FT.*
SIDE YARD RESTRICTION:	6 FT.	6 FT.	6 FT.	6 FT.
REAR YARD RESTRICTION:	20 FT.	20 FT.	20 FT.	20 FT.
MAXIMUM BUILDING COVERAGE:	40%	36.0%	28.9%	25.7%
MAXIMUM IMPERVIOUS COVERAGE:	75%	49.8%	49.7%	43.3%
ACCESSORY SETBACK:	4 FT.	NA	NA	NA

* ESTABLISHED FROM EXISTING HOUSE ON BLOCK
122-2003.A - PARKING REQUIREMENT: 2 OFF-STREET SPACE PER DWELLING UNIT
SPACES REQUIRED = 6
SPACES PROVIDED = 6

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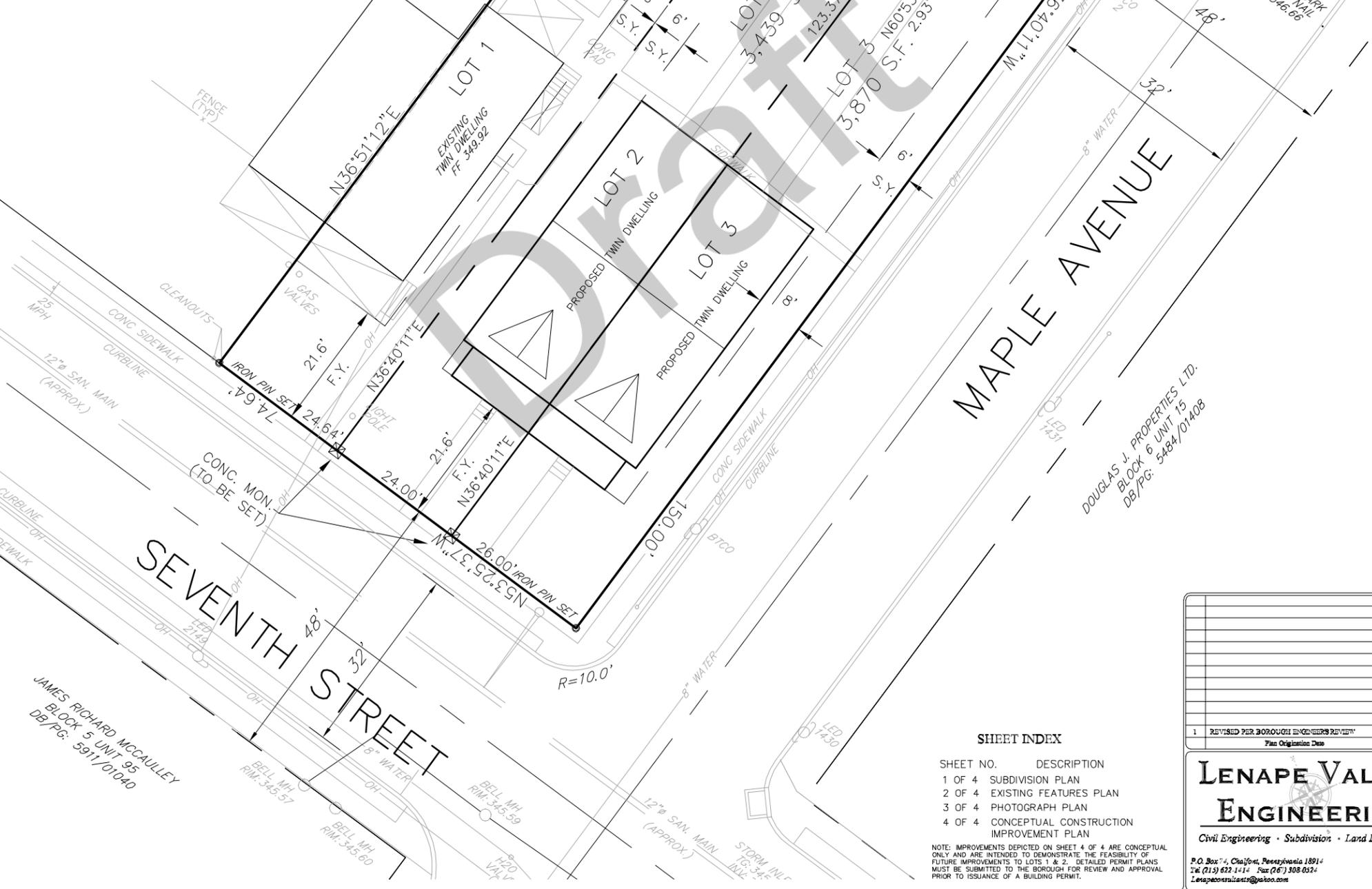
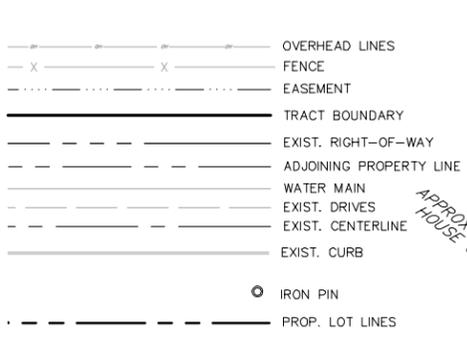
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1640 MEADOW GLEN DR
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PK: (215) 393-3040
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- THE CONDITION OF THE EXISTING CURB AND SIDEWALK ALONG THE STREET FRONTAGE SHALL BE ASSESSED BY THE DIRECTOR OF UTILITIES TO DETERMINE THE NEED FOR REPLACEMENT. IF THE FACILITIES ARE REQUIRED TO BE REPLACED, DETAILS AND DESIGN INFORMATION SHALL BE PROVIDED ON THE BUILDING PERMIT PLOT PLAN.
- THE EXTENT OF ANY REQUIRED ROADWAY RESTORATIONS SHALL BE DEPICTED ON THE BUILDING PERMIT PLOT PLAN FOR REVIEW BY THE DIRECTOR OF UTILITIES.
- SIDEWALK AND DRIVEWAY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BOROUGH OF LANSDALE REQUIREMENTS. DETAILS SHALL BE PROVIDED ON THE BUILDING PERMIT PLAN.
- ALL CONSTRUCTION SHALL CONFORM TO THE BOROUGH OF LANSDALE STANDARDS AND SPECIFICATIONS AS APPLICABLE.
- CONSTRUCTION MATERIAL AND METHODS ARE TO CONFORM TO PENNDOT PUBLICATION 408.



RECORDING ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____ SS:
WE, _____, UNDERSIGNED, HAVE LAID OUT UPON OUR LAND SITUATE IN THE BOROUGH OF LANSDALE, MONTGOMERY COUNTY, PENNSYLVANIA, CERTAIN IMPROVEMENTS ACCORDING TO THE ACCOMPANYING PLAN, WHICH IS INTENDED TO BE RECORDED.
IN WITNESS WHEREOF, _____ HAS CAUSED ITS SEAL TO BE AFFIXED BY THE HAND OF ITS MANAGING MEMBER AND SAME TO BE ATTESTED THIS _____ DAY OF _____, 20____.

ATTEST:
ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGE THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.
IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ COMMISSION EXPIRATION DATE _____

APPROVED BY THE BOROUGH OF LANSDALE COUNCIL, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA, ON THE _____ DAY OF _____, 20____.

SECRETARY _____ PRESIDENT _____
RECOMMENDED FOR APPROVAL BY THE BOROUGH OF LANSDALE PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRMAN _____ SECRETARY _____
REVIEWED BY THE BOROUGH ENGINEER ON THE _____ DAY OF _____, 20____.

BOROUGH ENGINEER _____
RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS IN AND FOR THE COUNTY OF MONTGOMERY, AT NORRISTOWN, PENNSYLVANIA IN PLAN BOOK NUMBER _____ PAGE NUMBER _____ ON THIS DAY OF _____, 20____.

RECORDER OF DEEDS
MCPC No. _____
PROCESSED and REVIEWED. A report has been prepared by the Montgomery County Planning Commission in accordance with the Municipalities Planning Code.
Certified this date _____
For the Director
Montgomery County Planning Commission

ENGINEER'S CERTIFICATION

I, JASON T. SMELAND, P.E., DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE INFORMATION CONTAINED IN THE ACCOMPANYING PLANS, SPECIFICATIONS AND REPORTS HAS BEEN PREPARED IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICE AND IS TRUE AND CORRECT AND IS IN CONFORMANCE WITH THE ZONING ORDINANCE AND THE SUBDIVISION ORDINANCE OF LANSDALE BOROUGH IN EFFECT AT THE TIME OF PRELIMINARY/FINAL PLAN SUBMISSION FOR THIS SITE.

059306 (REGISTRATION NUMBER) JASON T. SMELAND, P.E.

SURVEYOR'S CERTIFICATION

I, DENNIS M. LITZENBERGER, P.L.S., HEREBY CERTIFY THAT THIS PLAN REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT THE MONUMENTATION SHOWN HEREON EXISTS AS LOCATED, THE ERROR OF CLOSURE IS LESS THAN ONE PART IN 10,000, AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.

DENNIS M. LITZENBERGER, P.L.S. REGISTRATION NO. 37816E

SHEET INDEX

SHEET NO.	DESCRIPTION	DATE
1	REVISED PER BOROUGH ENGINEER'S REVIEW	09-30-2019
	Plan Origination Date	06-06-2015

LENAPE VALLEY ENGINEERING
Civil Engineering • Subdivision • Land Development

P.O. Box 74, Clarks Summit, Pennsylvania 18941
Tel: (610) 622-1414 Fax: (610) 308-0524
Lenapeconsultants@yahoo.com

PLAN OF SUBDIVISION
Paid to
SPARTAN MAPLE, LLC
As per of
205 W. 7TH STREET

BOROUGH OF LANSDALE
MONTGOMERY COUNTY
PENNSYLVANIA

JASON T. SMELAND
PROFESSIONAL ENGINEER
PA NO. 059306

GRAPHIC SCALE

PROJECT MANAGER	DRAWING SCALE	SHEET NUMBER
J.T.S.	1"=10'	1 of 4
DRAFTED BY	PROJECT NUMBER	
B.C.S.	2040	

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: January 20, 2016

I move that: Borough Council adopt attached Resolution 16-04 accepting the Deed of Dedication
of a portion of a Paper Street in the Williamson Square Development.

Presented by: _____

DiGregorio

Seconded by: _____

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

RESOLUTION NO. 2016-04

Williamson Square – Acceptance of Dedication of a Portion of a Paper Street

WHEREAS, Blecker Acquisitions, L.P., a Pennsylvania limited partnership ("Developer") has developed certain tracts of land situate in Lansdale Borough, Montgomery County, Pennsylvania (the "Premises") into a residential development known as Williamson Square I and Williamson Square II; and

WHEREAS, Developer, for and in consideration of **One Dollar (\$1.00)**, desires to dedicate to Lansdale Borough ("Grantee"), for public use and enjoyment certain lands which comprise a portion of a certain paper street identified on the Borough Plat as "Pacific Avenue" (the "Premises"); and,

WHEREAS, the Premises are more particularly described in the Deeds of Dedication attached hereto as Exhibits "A" and "B"; and

WHEREAS, Grantee agrees to accept dedication of the Premises subject to Developer executing the letter agreement attached hereto as Exhibit "C" ("Letter Agreement"); and, whereas,

WHEREAS, Grantee, by accepting the Deed of Dedication and recording said Deeds, accepts the Premises for public use and enjoyment.

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Lansdale accepts the Deeds of Dedication for the described property therein, to have and to hold, forever, as for public use and enjoyment, and for any other lawful purpose, under the laws of the Commonwealth of Pennsylvania subject to Developer executing a letter agreement substantially in the form of the Letter Agreement attached hereto as Exhibit "C".

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Borough Council of the Borough of Lansdale authorizes the Borough Manager to sign and send a letter agreement substantially in the form of the Letter Agreement attached hereto as Exhibit "C".

APPROVED at the public meeting of the Lansdale Borough Council held on this 20th day of January, 2016.

LANSDALE BOROUGH COUNCIL

By: _____
Denton Burnell,
Council President

Attest: _____
Jacob I. Ziegler
Borough Secretary

Draft

EXHIBIT "A"

EXHIBIT "B"

Draft

EXHIBIT "C"

Draft



BOROUGH OF LANSDALE

One Vine Street ■ Lansdale, Pennsylvania 19446-3601

■ FAX 215-361-8399

■ 215-368-1691

January __, 2016

Blecker Acquisitions, L.P.
c/o Mr. Christopher Canavan
W. B. Homes, Inc.
404 Sumneytown Pike, Suite 200
North Wales, PA 19454

**RE: Williamson Square II
Invoice for Electric Infrastructure Upgrade
Deeds of Dedication – Pacific Avenue**

Dear Chris:

The Borough is in the process of closing out the Williamson Square I and Williamson Square II developments. To that end, enclosed please find an invoice in the amount of \$80,200.87 for work and materials related to upgrades and additions to the Borough's electric utility infrastructure necessitated by the Williamson Square II development along with two deeds of dedication related to the paper street known as Pacific Avenue.

I recall that Blecker Acquisitions, L.P. installed an access way and fence around the Borough's existing substation adjacent to the development at a cost of approximately \$9,100.00. In addition, you have offered to dedicate to the Borough the portions of the paper street known as "Pacific Avenue" which abut the Williamson Square I and Williamson Square II developments comprising 0.3 acres, more or less.

Upon receipt of properly executed deeds of dedication, and acceptance of dedication by Borough Council, the Borough will re-issue an invoice to you in the amount of \$28,125.65 representing a reduction of \$52,075.22 which is equivalent to the cost of labor related to the electric infrastructure improvements.

Please acknowledge agreement of the foregoing by signing and returning this letter to my attention via regular mail (at the address above) or email (jziegler@lansdale.org). Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

JACOB I. ZIEGLER

ACKNOWLEDGED AND AGREED

**Christopher Canavan, Authorized
Representative of Blecker Acquisitions, L.P.**

Prepared By: M. Joseph Clement, Esq.
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Return To: Same as above

Parcel No. 11-00-09136-00-5

DEED OF DEDICATION

THIS INDENTURE is made this _____ day of _____, 2016,

FROM

WILLIAMSON SQUARE COMMUNITY ASSOCIATION ("Grantor"), of the one part,

TO

LANSDALE BOROUGH, Montgomery County, Pennsylvania ("Grantee"), of the other part;

WITNESSETH:

THAT Grantor, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America unto it well and truly paid by Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has dedicated unto the said Grantee, and its successors and assigns, all of Grantor's right, title and interest in and to:

ALL those certain tracts or parcels of ground situate in Lansdale Borough, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof,

BEING a portion of the premises which Blecker Acquisitions, LP, by Deed recorded February 24, 2015 in the Office of the Record of Deeds of Montgomery County, Pennsylvania, Deed Book 5944 at Page Number 02470 granted and conveyed unto Grantor.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, watercourses, rights liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof and all the estate, right, title, interest property, claim and demand whatsoever of it, the said Grantors, as well at law as in equity, of, in, and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground, with the messuage and tenement thereon erected, hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantees, their successors and assigns, as tenants by the entireties, to and for the only proper use and behoof of the said Grantees, their successors and assigns forever;

AND the said Grantors, for themselves and their heirs, successors and assigns, do covenant, promise and agree, to and with the said Grantees, their heirs, successors and assigns, by these presents, that the said Grantors and their heirs, successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs, successors and assigns, against it, the said Grantors and their heirs, successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them, or any of them, shall and will **WARRANT** and forever **DEFEND**.

AND Grantee, by accepting and recording this Deed, accepts the tract or parcel of ground described herein as and for any use permitted by law.

IN WITNESS WHEREOF, Grantor has caused this Deed to be signed and its seal to be affixed hereto by its duly authorized officers on the day and year first above written.

GRANTEE:

BOROUGH OF LANSDALE

By: _____
Denton Burnell
Council President

Attest: _____
Jacob I. Ziegler
Borough Secretary

GRANTOR:

**WILLIAMSON SQUARE
COMMUNITY ASSOCIATION**

By: _____
Name:
Title:

Attest: _____
Name:

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
:
: **SS**
:
COUNTY OF MONTGOMERY :

On this _____ day of _____, 20____, before me, the undersigned officer, a Notary Public, personally appeared _____, known to me (or satisfactorily proven) to be the _____ of **WILLIAMSON SQUARE COMMUNITY ASSOCIATION**, a _____, and acknowledged that he/she, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
:
: **SS**
:
COUNTY OF MONTGOMERY :

On this _____ day of _____, 20____, before me, the undersigned officer, a Notary Public, personally appeared **DENTON BURNELL**, known to me (or satisfactorily proven) to be **PRESIDENT OF LANSDALE BOROUGH COUNCIL** and acknowledged that he/she, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

Draft

Notary Public

My Commission Expires:



CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

New Britain Corporate Center
1600 Manor Drive, Suite 210,
Chalfont, PA 18914
Tel. 215.712.9800
Fax. 215.712.9802
www.cpasurvey.com

APRIL 21, 2015
CP12221

METES AND BOUNDS DESCRIPTION
AREA OF PACIFIC ROAD TO BE OFFERED FOR DEDICATION
WILLIAMSON SQUARE
PART OF T.M.B.U. 11-024A-029
LANDS NOW OR FORMERLY
BLECKER ACQUISITIONS, LP
BOROUGH OF LANSDALE, MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PACIFIC AVENUE (40 FOOT WIDE RIGHT-OF-WAY, NOT OPEN, UNIMPROVED), AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF EAST FOURTH STREET AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PACIFIC AVENUE, NORTH 46 DEGREES - 03 MINUTES - 23 SECONDS EAST, A DISTANCE OF 283.57 FEET TO A POINT THENCE;
2. ALONG THE DIVIDING LINE BETWEEN T.M.B.U. 11-024-029 AND T.M.B.U. 11-024-009; LANDS NOW OR FORMALLY OF BLECKER ACQUISITIONS, L.P., SOUTH 45 DEGREES - 14 MINUTES - 00 SECONDS EAST, A DISTANCE OF 20.01 FEET TO A POINT ON THE CENTER LINE OF PACIFIC AVENUE, THENCE;
3. ALONG THE CENTER LINE OF PACIFIC AVENUE, SOUTH 46 DEGREES - 03 MINUTES - 13 SECONDS WEST, A DISTANCE OF 284.39 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF EAST FOURTH STREET, THENCE;
4. ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF EAST FOURTH STREET, NORTH 42 DEGREES - 53 MINUTES - 37 SECONDS WEST, A DISTANCE OF 20.02 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 5,681 SQUARE FEET OR 0.130 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "PRELIMINARY/FINAL LAND DEVELOPMENT PLANS, WILLIAMSON SQUARE, BLECKER ACQUISITIONS, L.P., NORTH LINE STREET & EAST FOURTH STREET, BOROUGH OF LANSDALE, MONTGOMERY COUNTY, PENNSYLVANIA, SITE PLAN", PREPARED BY BOHLER ENGINEERING PA, LLC, PROJECT NO. P111238.01, REVISION NO. 3, DATED 8/03/2012, SHEET 2 OF 17.

CONTROL POINT ASSOCIATES, INC.



4/21/2015

JAMES F. HENRY, PLS
COMMONWEALTH OF PENNSYLVANIA
PROFESSIONAL LAND SURVEYOR # SU056807

MB/SF S:\12\CP12221-WILLIAMSON SQUARE-LANSDALE-PA-JAA\66A4-20-2015\AREA TO BE OFFERED FOR DEDICATION - THRU 11-024A-029.docx

Corporate Office
35 Technology Drive, Warren, NJ 07059
tel: 908.668.0099 fax: 908.668.9595

Branch Office
352 Turnpike Road, Suite 201, Southborough, MA 01772
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services

Prepared By: M. Joseph Clement, Esq.
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Return To: Same as above

Parcel No. 11-00-09128-00-6

DEED OF DEDICATION

THIS INDENTURE is made this _____ day of _____, 2016,

FROM

WILLIAMSON SQUARE COMMUNITY ASSOCIATION ("Grantor"), of the one part,

TO

LANSDALE BOROUGH, Montgomery County, Pennsylvania ("Grantee"), of the other part;

WITNESSETH:

THAT Grantor, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America unto it well and truly paid by Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has dedicated unto the said Grantee, and its successors and assigns, all of Grantor's right, title and interest in and to:

ALL those certain tracts or parcels of ground situate in Lansdale Borough, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof,

BEING a portion of the premises which Blecker Acquisitions, LP, by Deed recorded March 25, 2015 in the Office of the Record of Deeds of Montgomery County, Pennsylvania, Deed Book 5947 at Page Number 02600 granted and conveyed unto Grantor.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, watercourses, rights liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof and all the estate, right, title, interest property, claim and demand whatsoever of it, the said Grantors, as well at law as in equity, of, in, and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground, with the messuage and tenement thereon erected, hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantees, their successors and assigns, as

tenants by the entireties, to and for the only proper use and behoof of the said Grantees, their successors and assigns forever;

AND the said Grantors, for themselves and their heirs, successors and assigns, do covenant, promise and agree, to and with the said Grantees, their heirs, successors and assigns, by these presents, that the said Grantors and their heirs, successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs, successors and assigns, against it, the said Grantors and their heirs, successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them, or any of them, shall and will **WARRANT** and forever **DEFEND**.

AND Grantee, by accepting and recording this Deed, accepts the tract or parcel of ground described herein as and for any use permitted by law.

IN WITNESS WHEREOF, Grantor has caused this Deed to be signed and its seal to be affixed hereto by its duly authorized officers on the day and year first above written.

GRANTEE:

BOROUGH OF LANSDALE

By: _____

Denton Burnell
Council President

Attest: _____

Jacob I. Ziegler
Borough Secretary

GRANTOR:

**WILLIAMSON SQUARE
COMMUNITY ASSOCIATION**

By: _____

Name:
Title:

Attest: _____

Name:

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: **SS**
: **COUNTY OF MONTGOMERY** :
:

On this _____ day of _____, 20____, before me, the undersigned officer, a Notary Public, personally appeared _____, known to me (or satisfactorily proven) to be the _____ of **WILLIAMSON SQUARE COMMUNITY ASSOCIATION**, a _____, and acknowledged that he/she, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
:
: **SS**
:
COUNTY OF MONTGOMERY :

On this _____ day of _____, 20____, before me, the undersigned officer, a Notary Public, personally appeared **DENTON BURNELL**, known to me (or satisfactorily proven) to be **PRESIDENT OF LANSDALE BOROUGH COUNCIL** and acknowledged that he/she, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

Draft

Notary Public

My Commission Expires:



CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

New Britain Corporate Center
1600 Manor Drive, Suite 210,
Chalfont, PA 18914
Tel. 215.712.9800
Fax. 215.712.9802
www.cpasurvey.com

APRIL 21, 2015
CP12221

METES AND BOUNDS DESCRIPTION
AREA OF PACIFIC ROAD TO BE OFFERED FOR DEDICATION
WILLIAMSON SQUARE II
PART OF T.M.B.U. 11-024-009
LANDS NOW OR FORMERLY
BLECKER ACQUISITIONS, L.P.
LANSDALE BOROUGH, MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PACIFIC AVENUE (40' WIDE RIGHT-OF-WAY, NOT OPEN, UNIMPROVED), AT THE INTERSECTION OF THE DIVIDING LINE BETWEEN T.M.B.U. 11-024A-029, LANDS NOW OR FORMERLY BLECKER ACQUISITIONS, LP AND T.M.B.U. 11-024-009, LANDS NOW OR FORMERLY BLECKER ACQUISITIONS L.P. AND FROM SAID POINT OF BEGINNING, RUNNING THENCE;

1. ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PACIFIC AVENUE, NORTH 46 DEGREES - 03 MINUTES - 13 SECONDS EAST, A DISTANCE OF 367.45 FEET TO A POINT, THENCE;
2. ALONG THE DIVIDING LINE BETWEEN T.M.B.U. 11-024-009 AND T.M.B.U. 11-024-065, LANDS NOW OR FORMERLY DELPINTO, SOUTH 44 DEGREES - 15 MINUTES - 07 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT ON THE CENTER LINE OF PACIFIC AVENUE, THENCE;
3. ALONG THE CENTER LINE OF PACIFIC AVENUE, SOUTH 46 DEGREES - 03 MINUTES - 13 SECONDS WEST, A DISTANCE OF 367.11 FEET TO A POINT, THENCE;
4. ALONG THE DIVIDING LINE BETWEEN T.M.B.U. 11-24-009 and T.M.B.U. 11-024A-029, NORTH 45 DEGREES - 14 MINUTES - 00 SECONDS WEST, A DISTANCE OF 20.01 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 7,346 SQUARE FEET OR 0.168 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "PRELIMINARY/FINAL LAND DEVELOPMENT PLAN, WILLIAMSON SQUARE II, BLECKER ACQUISITIONS, L.P., NORTH LINE STREET & EAST FOURTH STREET, BOROUGH OF LANSDALE, MONTGOMERY COUNTY, PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING PA, LLC, PROJECT NO. P111238.01, REVISION NO. 5, DATED 7/30/2014, SHEET 2 OF 17.

CONTROL POINT ASSOCIATES, INC.

JAMES F. HENRY

4/21/2015

JAMES F. HENRY, 6614
COMMONWEALTH OF PENNSYLVANIA
PROFESSIONAL LAND SURVEYOR # SU056807

MB/SF S:\12\CP12221-WILLIAMSONSQUARE-LANSDALE-PA-JAN\4-20-2015\AREA TO BE OFFERED FOR DEDICATION - IMBU 11-024-009.doc

Corporate Office
35 Technology Drive, Warren, NJ 07059
tel: 908.668.0099 fax: 908.668.9595

Branch Office
352 Turnpike Road, Suite 201, Southborough, MA 01772
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services

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: January 20, 2016

I move that Borough Council authorize the Borough Manager to pursue authorization from Delaware Valley Regional Planning Commission (DVRPC) to reallocate the regional trails grant obtained by the Borough through the Delaware Valley Regional Planning Commission, originally allocated for construction of a portion of the Liberty Bell Trail on the Madison Lot tract, to be reallocated for construction of a portion of the Liberty Bell Trail on the Andale Green Development tract subject to the following conditions:

- 1) Andale Properties, LLC, or its designee, provides funds sufficient to cover the match required under the DVRPC regional trail grant; and,
- 2) Andale Properties, LLC agrees that the \$75,000 voluntary contribution made to the Borough under the applicable Andale Green land development approval resolution and land development agreement be reallocated for any public purpose, including traffic improvements, trail improvements and acquisition of real or personal property related thereto.

Presented by: _____ Fuller

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: January 20, 2016

I move that: Borough Council authorize Payment #12 in the amount of \$187,756.72 to Blooming Glen
Contractors for work completed on the Wastewater Treatment Plant Capacity Upgrade Project per
the recommendation of Hazen & Sawyer, PC., engineering consultants for this project.

Presented by: _____ Malagari

Secoded by: _____



Hazen and Sawyer
330 Innovation Blvd, Suite 104
State College, PA 16803 • 814.272.3332

VIA E-MAIL/REGULAR MAIL

January 8, 2016

Donna Renner-Markley, Administrative Assistant
Borough of Lansdale
649 W. 9th Street
Lansdale, PA 19446

**Re: Wastewater Treatment Plant Capacity Upgrade
Application for Payment No. 12
Blooming Glen Contractors, Inc.**

Dear Ms. Renner-Markley:

We are in receipt of Application for Payment Number Twelve as submitted by Blooming Glen Contractors, Inc. for the Wastewater Treatment Plant Capacity Upgrade Project. Upon review of the application we recommend approval of payment in the amount of \$187,756.72.

If you have any questions or require additional information, feel free to contact me.

Very Truly Yours,

Mark Strahota, P.E.
Project Manager

Enclosure

Cc: Daniel Shinskie, Borough of Lansdale, (via e-mail)
Mark Messina, Cardno BCM (RPR)
Blooming Glen Contractors, Inc.
File

O:\90145-CIN\90145-001\Eng\Construction Admin\Application for Payment\Pay Apps\Recommend - Pay App No. 12 1-8-2016 docx

90145-001

Contractor's Application for Payment No. 12

Application Period: 12/1/2015 to 12/31/2015	Application Date: 12/31/2015
To (Owner): Borough of Lansdale, Lansdale, PA 19446	From (Contractor): BLOOMING GLEN CONTRACTORS, INC.
Project: Wastewater Treatment Plant Capacity Upgrade	Via (Engineer): Hazen and Sawyer, PC, 330 Innovation Blvd., Suite 104, State College, PA 16803
Owner's Contract No.: 2014-WWTP-R	Contractor's Project No.: CL-141A
	Engineer's Project No.: 90145-001

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
C001	\$81,063.00	
C002	\$62,244.31	
C003	\$69,469.49	
TOTALS	\$212,776.80	
NET CHANGE BY CHANGE ORDERS		\$212,776.80

1. ORIGINAL CONTRACT PRICE.....	\$ 3,278,650.00
2. Net change by Change Orders.....	\$ 212,776.80
3. Current Contract Price (Line 1 ± 2).....	\$ 3,491,426.80
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 3,297,686.70
5. RETAINAGE:	
a. 5% X \$3,297,686.70 Work Completed.....	\$ 164,884.34
b. X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5a + Line 5b).....	\$ 164,884.34
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 3,132,802.37
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)....	\$ 2,945,045.65
8. AMOUNT DUE THIS APPLICATION.....	\$ 187,756.72
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 358,624.44

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

State of: Pennsylvania County of: Montgomery
 COMMONWEALTH OF PENNSYLVANIA
 Subscribed and sworn to before me this 31st day of December 2015
 NOTARIAL SEAL
 Notary Public: JoAnn M. Pedé, Notary Public
 My Commission expires: 09-28-19
 Skippack Twp., Montgomery County
 My Commission Expires September 22, 2019

By: Traci K. Miller Date: 12/31/2015

Traci K. Miller Vice-Pres., Asst.Sect.

Payment of: \$ 187,756.72
 (Line 8 or other - attach explanation of the other amount)

is recommended by: *Mark Stuhart* 1/8/16
 (Engineer) (Date)

Payment of: \$ 187,756.72
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____
 (Owner) (Date)

Approved by: _____
 Funding Agency (if applicable) (Date)

APP NUMBER 012

DATE: 12/31/2015

OWNER: Borough of Lansdale

NAME OF PROJECT: Lansdale Boro WWTP Capacity Upgrade

JOB NO.: CL-141A

CONTRACTOR: Blooming Glen Contractors, Inc.

Unit Price	Unit	Item No.	Description	Quantity	Total Amount	Previous Applications		This Application		Complete To Date		Balance To Finish	
						D		E		F		G	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
146,660.00	LS	1000-0102	PUMP STATION SITEWORK	1	\$146,660.00	0.9	131994	0.05	7333	0.950	139327	0.05	7,333.00
263,813.00	LS	1000-0110	PUMP STATION CONCRETE CONSTRUC	1	\$263,813.00	0.87	229517.31			0.870	229517.31	0.13	34,295.69
347,683.00	LS	1000-0120	MECHANICAL WORK IN VAULTS	1	\$347,683.00	0.98	340729.34	0.01	3476.83	0.990	344206.17	0.01	3,476.83
203,204.00	LS	1000-0500	MOBILIZATION	1	\$203,204.00	0.9	182883.6	0.08	16256.32	0.980	199139.92	0.02	4,064.08
220,980.00	LS	2000-0100	FORCEMAIN PIPING THRU YARD	1	\$220,980.00	0.95	209931	0.03	6629.4	0.980	216560.4	0.02	4,419.60
392,918.00	LS	3000-0300	REPLACE 24" SE PIPE W/ 36"	1	\$392,918.00	0.72	282900.96	0.23	90371.14	0.950	373272.1	0.05	19,645.90
63,970.00	LS	3000-0400	INSTALL 12" SL PIPE FROM PS3 T	1	\$63,970.00	1	63970			1.000	63970		
144,554.00	LS	3000-0600	REPLACE 18"/24" PIPE W/ 24"/3	1	\$144,554.00	1	144554			1.000	144554		
1,714.00	LS	3000-0720	CL2 TANK DEMOLITION	1	\$1,714.00	0.583	1000	0.417	714	1.000	1714		
35,553.00	LS	3000-0750	CL2 TANK MECHANICAL WORK	1	\$35,553.00	1	35553			1.000	35553		
101,128.00	LS	3000-0770	CL2 TANK CONCRETE MODIFICATION	1	\$101,128.00	0.98	99105.44	0.02	2022.56	1.000	101128		
6,776.00	LS	3000-0800	MODIFY CHLORINE ROOM FOR NEW M	1	\$6,776.00	1	6776			1.000	6776		
4,709.00	LS	3000-0850	MODIFY T12 ANALYZER BLDG FOR E	1	\$4,709.00	1	4709			1.000	4709		
31,790.00	LS	3000-0900	REPLACE 6" AIR PIPE W/ 12" TO	1	\$31,790.00	1	31790			1.000	31790		
82,613.00	LS	4000-0100	REPLACE AERATION SYSTEM T3 & T	1	\$82,613.00	0.85	70221.05	0.15	12391.95	1.000	82613		
64,022.00	EA	4000-0115	REPLACE CLARIFIER DRIVE T15	1	\$64,022.00	1	64022			1.000	64022		
167,255.00	LS	4000-0120	SS AERATION T-11 THRU T-12 TRA	1	\$167,255.00	1	167255			1.000	167255		
187,424.00	LS	4000-0130	FLANGED 24" SE PIPE THRU T11-T	1	\$187,424.00	1	187424			1.000	187424		
20,777.00	LS	4000-0140	NEW DIP 12" AIR PIPE TO T-11 T	1	\$20,777.00	1	20777			1.000	20777		
35,884.00	LS	4000-0150	FIBERGLASS BAFFLES T-11 AND	1	\$35,884.00	1	35884			1.000	35884		
17,877.00	LS	5000-0160	CONCRETE WALKWAY RESTORATION	1	\$17,877.00	0.8	14301.6			0.800	14301.6	0.20	3,575.40
6.06	SF	5000-0170	RESTORE TRENCH AREAS	2700	\$16,362.00	2025	12271.5			2,025.000	12271.5	675	4,090.50
4,800.00	LS	5000-0180	YARD RESTORATION	1	\$4,800.00	0.75	3600			0.750	3600	0.25	1,200.00
389,623.00	LS	6000-0190	ELECTRICAL MODIFICATIONS	1	\$389,623.00	0.65	253254.95	0.15	58443.45	0.800	311698.4	0.20	77,924.60
19,161.00	LS	7000-0210	DEMobilization/CLOSEOUT	1	\$19,161.00	0.5	9580.5			0.500	9580.5	0.50	9,580.50
219,400.00	LS	8000-0220	ALLOWANCE FOR INSTRUMENTATION	1	\$219,400.00	0.89	195266			0.890	195266	0.11	24,134.00
88,000.00	LS	8000-0225	SCREW PUMP SPIRAL AND TORQUE T	1	\$88,000.00	1	88000			1.000	88000		
			Change Order 1										
43,563.00	LS	8000-0255-C	Cost of Aeration T11-T12 "C"	1	\$43,563.00	1	43563			1.000	43563		
37,500.00	LS	8000-0256-C	Install new Mixer T11, Train 1	1	\$37,500.00	1	37500			1.000	37500		
			Change Order C002										
62,244.31	LS	9000-0007	CHANGE ORDER REQUEST #5	1	\$62,244.31	1	62244.31			1.000	62244.31		
			Change Order C003										
69,469.49	LS	9000-0006	14" FORCEMAIN T&M	1	\$69,469.49	1	69469.49			1.000	69469.49		
			PROJECT TOTAL:		\$3,491,426.80		3,100,048.05		197,638.65		3,297,686.70		193,740.10

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: January 20, 2016

I move that: Borough Council approve the Consulting Agreement with AKRF for professional
services required in order to meet Pennsylvania Department of Environmental Protection's
requirement for the Borough's Total Maximum Daily Load (TMDL) Strategy Report, in an
amount not to exceed \$34,400, and authorize the appropriate Borough officials to execute the
Agreement, subject to and conditioned on the review and approval of the Agreement by the
Borough Solicitor.

Presented by: _____ Malagari

Seconded by: _____



AKRF, Inc.
Environmental, Planning, and Engineering Consultants
One Washington Square
530 Walnut Street, Suite 998
Philadelphia, PA 19106
tel: 267 585-4839
fax: 267 585-4840
www.akrf.com

December 3, 2015

Mr. Jacob Ziegler, Manager
Borough of Lansdale
One Vine Street
Lansdale, PA 19446

Re: Revisions to TMDL Strategy

Dear Mr. Ziegler:

AKRF is pleased to provide a proposal for services for the above referenced project. AKRF understands that the Borough of Lansdale has previously submitted a Total Maximum Daily Load (TMDL) Strategy Report to the Pennsylvania Department of Environmental Protection (PADEP) as part of its Notice of Intent (NOI) for coverage under the PAG-13 Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) General Permit. The Borough's plan was found by PADEP to be deficient and a letter from PADEP dated February 26, 2015 outlined steps required to modify the TMDL Strategy.

The Borough is now seeking assistance from AKRF in developing a revised TMDL Strategy that can be approved by PADEP. Developing the TMDL Strategy will include several tasks including re-computing the load reduction projects proposed in the Borough's current strategy using MapShed; assessing gaps between the currently proposed pollutant load reductions for each TMDL watershed and the Borough's established wasteload allocations for these watersheds; identifying additional watershed projects, if needed, to meet the required wasteload allocations; developing concept-level designs for these projects; and preparing a draft and final TMDL Strategy for submission to PADEP.

AKRF Experience

AKRF is exceptionally and uniquely well qualified to assist the Borough with this assignment. This project will be supported by AKRF's Water Resources Group, consisting of more than 30 professional and field staff located in Philadelphia. Our Water Resources Group has been supporting Philadelphia Water in implementing aspects of their MS4 and Combined Sewer Overflow (CSO) compliance activities since 2007. This work has included the design and permitting of several large scale stormwater and stream restoration projects in separate sewer areas of the City. Together, these projects manage more than 200 acres of impervious surfaces and have restored several thousand feet of eroding streambank. These projects were implemented in partial fulfillment of Philadelphia Water's MS4 NPDES permit and compliance with Wissahickon Creek Sediment TMDL. As part of these projects, we assisted Philadelphia Water in developing pollutant load reduction estimates. Other significant assignments for Philadelphia Water have included working with more than 350 private property owners in the City to develop stormwater retrofit plans, implementing the City's Green Infrastructure Maintenance Program, which includes over 600 installed Best Management Practices (BMPs), Green Infrastructure planning studies, and providing design services for numerous stormwater retrofit projects.

Additionally, we have assisted communities and organizations with long range stormwater planning and TMDL-related planning throughout the Northeast. Our recent projects have included the development of a Stormwater Management Master Plan for Johns Hopkins University and development of Watershed Management Plans for the Saugatuck, Mianus, and Five-Mile River Watersheds in Connecticut. The latter project involved developing pollutant load reduction estimates for numerous watershed improvement projects using WinSLAMM. We also have experience developing pollutant load reduction estimates for pollutant reducing projects in Maryland to support implementation of the Chesapeake Bay TMDL.

Our staff have significant experience working with suburban municipalities in Southeastern Pennsylvania to design and implement pollutant load reduction projects. Recently, we have worked with Horsham Township to design and implement stormwater retrofits at Clearbrook Park and Blair Mill Elementary School, and designed and implemented a large stream restoration and stormwater management project on Colebrook Creek in West Whiteland Township. Our staff have designed stormwater retrofit and wetland restoration projects in Montgomery Township, Upper Gwynedd Townships, and for Ursinus College; and have designed several stream restoration projects in Lower Merion Township. AKRF staff also supported work challenging the basis of the Skippack Creek low flow TMDL for Phosphorus.

AKRF staff have established close working relationships with PADEP staff at the Southeast Regional Office (SERO), including participation with SERO staff on Growing Greener Grant applications, MS4 compliance activities, committee work on revisions to the Pennsylvania Stormwater BMP Manual, and permitting for stream restoration and stormwater projects. AKRF staff have lead initiatives in the Wissahickon Watershed and other watersheds in Southeast Pennsylvania to support NPDES compliance and to facilitate stakeholder and municipal collaboration relative to the Federal Clean Water Act, PA Clean Streams Law, and the State Water Plan. Our staff has supported NPDES compliance for MS4 permitting and has led associated planning and implementation efforts, including ordinance updates, compliance plan preparation, training, and education initiatives.

AKRF staff also brings significant prior experience using the MapShed model and the AVGWLF model, the predecessor to the MapShed model. Several of our staff have received formal training in the use of MapShed and our staff also have significant prior experience in the use of AVGWLF to compute nutrient loadings for watershed assessment projects.

Project Staffing

AKRF's Director of Water Resources, **Shandor Szalay**, will act as the Project Director for this assignment. Mr. Szalay brings more than 17 years of experience implementing water quality, stream restoration, stormwater retrofit, and ecological restoration projects in Southeastern Pennsylvania. Mr. Szalay's work has included projects in, and for, numerous municipalities in Southeastern Pennsylvania including Horsham Township, Lower Merion Township, Upper Gwynedd Township, West Whiteland Township, Collegeville Borough, and Montgomery Township. Mr. Szalay has also completed water quality modeling studies for numerous watershed-scale studies in Pennsylvania and previously worked on studies challenging the Skippack Creek TMDL for phosphorus. AKRF Senior Water Resources Engineer, **Kevin Flynn, P.E.**, will assist Mr. Szalay as Senior Engineer and Project Manager supervising all day-to-day aspects of the project. Kevin has more than 10 years of experience in water quality modeling, stormwater planning, and BMP design, and brings prior project experience with a number of water quality modeling platforms including MapShed and WinSLAMM.

AKRF Approach

Our approach to assisting the Borough with its TMDL Strategy is simple — to identify the most cost effective strategies, both in terms of initial project design and installation and long-term maintenance, that will allow the Borough to demonstrate permit compliance. As discussed above, our team brings a wealth of prior experience that will allow staff to quickly identify cost effective, feasible projects that maximize pollutant load reductions. We also bring the experience with MapShed and other modeling software as well as innovative field-testing techniques to evaluate and analyze the role of streambank stabilization to

optimize the mix of pollutant reduction projects and maximize load reductions – an approach that will prove invaluable in the development of an approvable plan.

Scope of Work

Task 1 - Baseline Pollutant Load Reduction Modeling

AKRF will model existing pollutant loads (based on projects and other control measures identified in the original TMDL Strategy) using PADEP's preferred water quality modeling platform, MapShed. AKRF assumes that the Borough will provide details regarding programmatic control measures (e.g., street sweeping and inlet cleaning) and constructed BMP projects sufficient to adequately model these projects within the MapShed model framework. AKRF may use other site-specific BMP models (e.g., STEPL, WinSLAMM, etc.) as warranted, and in consultation with the Borough, to refine load reduction estimates produced using MapShed for certain BMPs. AKRF will obtain other mapping and data required to run the MapShed model based on available Geographic Information System (GIS) data from the Pennsylvania Spatial Data Clearinghouse (PASDA); the MapShed website and the Borough; on-line aerial photography; and other publically available sources. Modeling results will be developed for each of the Borough's three TMDL watersheds. Results will include updated sediment load reduction results for the Borough's Street Sweeping and Inlet Cleaning Programs and the six projects listed in the original TMDL Strategy (Table 3.1), updates to total annual sediment reductions for each watershed referenced in Table 3-1 of the TMDL Strategy, the annual wasteload allocation as provided by PADEP in TMDL source documents, and the total additional annual sediment load reduction required (beyond existing programmatic measures and BMP projects).

In addition to re-computing pollutant loads, as described above, AKRF will consider if there are potentially feasible and defensible opportunities for parsing-out areas or large individual properties (and their associated wasteloads) that are not tributary to the Borough's regulated storm sewer. However, from previous general discussions with PADEP regarding this topic, AKRF's view is that a parsing approach is likely to be challenged and will require a strong case to be made as well as negotiation with PADEP. AKRF can discuss this further with the Borough and PADEP during Task 1 to further assess the potential utility of this approach.

AKRF will prepare a technical memo outlining the result of the Task 1 modeling exercise and meet with Borough staff to discuss the results.

Task 2 – Additional Pollutant Load Reduction Measure Identification

Based on the residual pollutant loads identified in Task 1, AKRF will work with the Borough to develop cost-effective strategies for achieving additional required pollutant load reductions. As discussed, in our experience the most cost-effective strategies would include streambank stabilization and large-scale infiltration, constructed wetlands, or wet pond stormwater management facilities installed within parks and open space. Additional strategies could include the installation of smaller-scale stormwater retrofits such as smaller rain gardens, porous pavement, or subsurface infiltration projects. However, these projects tend to be significantly more expensive per unit load reduction (due to in-economies of scale), so we would look to minimize their use. Long-term maintenance costs for these types of smaller projects are also significantly higher than for larger practices.

AKRF will use the MapShed model to develop pollutant load reduction estimates for identified pollutant load reduction project opportunities. Initially, we would identify and model load reductions for streambank restoration and large-scale BMP projects. AKRF will conduct field assessments of potential project opportunities sufficient to allow for the development of defensible pollutant load reduction estimates and an initial assessment of project feasibility. Based on the results, we would then identify and evaluate additional smaller-scale green infrastructure projects (e.g., bioretention, bioswales, etc.) that could be used to achieve any remaining load reductions.

As discussed, load reductions associated with streambank restoration projects have historically been conservatively estimated by PADEP using a standard unit load per linear foot of bank stabilization. This

methodology does not take into account the many site specific factors, most notably bank height and rate of retreat, that determine the actual load reduction associated with individual projects. We will conduct field and desktop analyses of streambank stabilization project sites to develop site-specific load reduction estimates for these projects. These analyses would include an overlay of time sequenced aerial photographs (as available) and field measurements of bank height. The installation of bank pins or repeated surveys of bank profiles would be helpful in corroborating estimates, but given the time frame available to complete the study, these methods would be unlikely to yield convincing results.

AKRF will also develop concept-level construction, engineering, and annual maintenance cost estimates for each proposed BMP. Cost estimates will be based on line-item cost data from RS Means, bid tabs for built projects, and unit costs for built local projects designed by AKRF.

At the conclusion of this task, AKRF will prepare a technical memo outlining the proposed pollutant reducing projects, projected load reductions, and supporting MapShed calculations and model files. We will meet with the Borough to review the results.

Task 3 - TMDL Strategy

AKRF will prepare a revised TMDL Strategy document that will outline Lansdale Borough's proposed plan for achieving pollutant load reductions consistent with approved TMDLs for the Skippack Creek, Wissahickon Creek, and Neshaminy Creek. The strategy will outline and describe proposed pollutant reducing projects and control measures, including concept-level designs and location maps, as appropriate; summarize associated pollutant load reduction estimates derived from MapShed modeling and other methodologies as may be employed to estimate streambank stabilization pollutant load reductions; and provide appropriate supporting documentation pertaining to MapShed model runs. The strategy will also include operations and maintenance provisions for proposed BMPs and an implementation plan for BMPs to be implemented within the current permit term. The TMDL Strategy document will be certified by a Professional Engineer licensed in the Commonwealth of Pennsylvania.

The draft document will be provided to Lansdale Borough for review and comment and AKRF will revise the strategy based on Borough comments. We assume that the Borough will submit the finalized strategy to PADEP and handle any requirements relative to making the TMDL Strategy available for public comment, collecting and reviewing public comments, and revising the strategy based on public comment. AKRF can provide supplementary services to assist with these efforts as desired by the Borough.

Schedule

AKRF can begin work on the Scope of Work above immediately upon Notice to Proceed and can complete the Scope of Work within ten (10) weeks, assuming one week for Borough staff review of the Draft TMDL Strategy.

Fee

AKRF can complete the Scope of Work above for a fixed fee of **\$32,000** plus direct expenses.

Assumptions, Limitations, and Exclusions

- Detailed engineering design, formal survey, construction documentation, and other design related services are not part of the scope of work.
- Detailed assessments of soil contamination, regulated waters, historical and cultural resources, threatened and endangered species are excluded from the Scope of Work.
- Services other than specifically mentioned in the Scope of Work are excluded.
- Project feasibility and costs are based on initial field assessment and analysis and may be subject to change based on additional design and site assessment tasks performed during detailed engineering design.

- AKRF assumes that the Borough will provide existing mapping of sewer systems and other pertinent site-level mapping and information, as available, to AKRF to assist in project identification.
- AKRF assumes that parsing will have marginal value for the Borough; therefore, a parsing analysis and study is excluded from this Scope of Work but can be conducted upon request for an additional fee.
- Revisions requested by PADEP following their review of the updated TMDL Strategy are excluded but can be provided upon request for an additional fee.

Thank you for the opportunity to provide a proposal for this important effort. Should you have questions regarding our proposal, please contact me at (267) 585-4848 or sszalay@akrf.com.

Sincerely,



Shandor Szalay
Senior Vice President

cc: Dan Shinskie, Lansdale Borough
Liz Feinberg, AKRF

Draft

CONSULTING AGREEMENT

Consulting Agreement (this "Agreement"), dated as of _____, between AKRF, Inc. (the "Consultant"), with an address at 440 Park Avenue South, New York, New York, 10016, and _____ (the "Client"), with an address at _____

WHEREAS, the Client wishes to engage the Consultant to provide, and the Consultant wishes to render, certain professional services in connection with the project (the "Project") described on annexed Attachment A, as such services are more fully described on the annexed Scope of Work and/or annexed Attachment A (collectively, the "Services"), relating to certain site or sites identified therein (collectively, the "Site");

NOW, THEREFORE, in consideration of the foregoing and other mutual promises set forth herein, the parties hereby agree as follows:

1. **Services.**

- a. Subject to the terms and conditions hereof, the Client hereby engages the Consultant to perform the Services, furnishing the agreed-upon reports, drawings and/or other work product described on annexed Attachment A (collectively, the "Deliverables"), and the Consultant hereby agrees to provide the same. The rendering of Services hereunder is premised on the Consultant receiving full and timely access to the Site and Client's personnel as well as receipt of all information from the Client and its agents relating to the Project as reasonably requested by the Consultant from time to time.
- b. The Services are limited to those tasks specified in Attachment A. If the Client directs the Consultant to perform, or instructs the Consultant to undertake, work or provide Deliverables that are beyond those specified in the annexed Scope of Work and/or Services described in Attachment A (collectively, "Additional Work"), the Consultant may in its discretion agree to undertake to perform the same, but the Client shall pay compensation for such Additional Work separate from and in addition to the compensation provided for Services herein. In the absence of written agreement to the contrary, all Additional Work provided by the Consultant from time to time relating to the Project shall be provided for compensation on a time and material basis at the Consultant's then current standard hourly rates in effect from time to time, but otherwise upon and subject to the terms and conditions of this Agreement.
- c. The Consultant shall determine the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, then either party has the absolute right to terminate this Agreement by delivery of ten (10) days prior written notice.

2. **Compensation, Invoicing and Payment.**

- a. As consideration for rendering the Services, the Client agrees to pay the Consultant the initial retainer (the "Retainer"), concurrently with the execution of this Agreement, and the other amounts, at the times and in the manner set forth on annexed Attachment A. The Retainer shall be held by the Consultant and applied against the final invoice rendered by the Consultant hereunder. The Client shall also promptly reimburse the Consultant for the expenses incurred of the type, and in the manner, described in annexed Attachment A. Unless otherwise specified in Attachment A, invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be paid in full within 30 calendar days after the applicable invoice date. If payment is not received in full on or before the applicable due date then the Consultant shall have the right to charge interest on any unpaid amount from the due date in an amount equal to the lesser of 1.5% per month or the

maximum amount permitted by applicable law, calculated on a daily basis. Payments will be credited first to interest and then to principal.

- b. The Client shall pay all taxes, fees, assessments and charges applicable to the Services and any Additional Work and any other pass-through charges (other than taxes imposed upon the net income of the Consultant) including, without limitation, all sales, use, gross receipts, excise, transaction, consumption, Valued Added (“VAT”), Goods and Services (“GST”), utility, message, personal property, intangible tax and any other federal, state and local taxes, fees and charges applicable to the Services and Additional Work provided hereunder, including interest and other charges thereon chargeable by the taxing authorities.

3. Performance Standards.

- a. The Consultant shall use reasonable commercial efforts to render the Services, any Additional Work and all other obligations under this Agreement in accordance with (i) the standard of care and skill ordinarily used by reputable members of the same profession practicing under similar circumstances at the same time and in the same locale and (ii) all applicable codes, regulations, ordinances, and laws in effect as of the date of the execution of this Agreement (collectively, “Laws”). Neither the Consultant’s entering into this Agreement nor any performance hereunder by the Consultant, or any affiliate or subcontractor thereof, or any of their respective officers, directors, owners or employees or agents shall create any fiduciary obligation owed to the Client or any other person or entity. Client or any other person or entity and any such obligation is hereby fully and expressly disclaimed.
- b. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONSULTANT IS MAKING NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICES, ADDITIONAL WORK OR ANY DELIVERABLES.
- c. The Consultant shall not be responsible for the acts or omissions of any subcontractor, supplier or other personnel based on interpretations or clarifications of the Project or the Services or Additional Work to be rendered hereunder by the Client without confirmation thereof by the Consultant.
- d. In the event of an emergency affecting the health or safety of persons or property, the Consultant may act, in its reasonable discretion, to prevent threatened damage, injury or loss to person or property notwithstanding that it may be outside the scope of the Services or Additional Work or not approved in advance by the Client.

4. Indemnification.

- a. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the “Client Parties”) harmless from any damage, liability, or cost (including reasonable attorneys’ fees and costs of defense) to the extent caused by the Consultant’s negligence. The indemnification obligation created by this Paragraph is subject in every respect to the limitation of liability provisions in Paragraph 5 of this Agreement.
- b. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the “Consultant Parties”) harmless from any damage, liability, or cost (including reasonable attorneys’ fees and costs of defense):
 - i. to the extent caused by the Client’s negligence; or
 - ii. relating directly or indirectly to the presence or suspected presence at any time of asbestos, or hazardous or toxic materials on or about the Project Site whether or not related to the obligations or performance of Consultant under this Agreement (unless and until there has

- been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result solely of the negligence of the Consultant); or
- iii. to the extent arising from or attributable to the failure of the Client to timely and/or properly implement or adhere to recommendations, designs, specifications, work plans or other items specifying or outlining the construction and/or implementation of future work beyond the Scope of Work, Services or Additional Work provided by Consultant in Deliverables.
- c. As a condition precedent to claiming any indemnification hereunder, the applicable indemnified party (i) shall promptly provide the applicable indemnifying party with written notice of any claim sufficiently promptly and in sufficient detail to avoid prejudicing the defense of such claim; (ii) shall not settle or compromise any such claim without the indemnifying party's written consent, which shall not be unreasonably withheld or delayed; and (iii) shall promptly provide reasonable cooperation relating to defending such claim. The indemnified party may, at its own expense, assist in the defense if it so chooses, but shall not be permitted to control such defense or any negotiations relating to the settlement of any such claim so long as the party responsible for indemnification hereunder is actively defending such claim. Notwithstanding clause (ii) above, if the party responsible for indemnification hereunder refuses or fails to timely defend the claim or abandons such defense, the indemnified party(parties) may settle such claim without the prior consent of the indemnifying party and the indemnifying party shall remain fully liable to indemnify the indemnified party(parties) to the extent that the indemnified party(parties) are otherwise entitled to indemnification for such claim under this Section 4.
 - d. No party shall be liable for any claim or cause of action seeking indemnification of any kind under this Section 4, regardless of the type or nature of the damage, liability, claim or cause of action for which indemnification is sought (the "Underlying Claim"), if such indemnification action or claim is brought or asserted more than three years after the Underlying Claim accrued.
 - e. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT SIGNED BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EITHER PRIOR OR SUBSEQUENT TO THIS AGREEMENT, IN NO EVENT SHALL ANY PARTY HERETO, OR ANY OFFICER, DIRECTOR, OWNER, EMPLOYEE, SHAREHOLDER OR AGENT THEREOF, BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE, OR LOSS OR INACCURACY OF DATA OR MATERIAL OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, EVEN IF THE SAME HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE PAYABLE BY ONE OF THE PARTIES HERETO TO A THIRD PARTY AND THE CLAIM IS ONE FOR WHICH THE PARTY REQUIRED (WHETHER BY JUDGMENT, SETTLEMENT OR OTHERWISE) TO PAY SUCH DAMAGES IS ENTITLED TO INDEMNIFICATION UNDER THIS SECTION 4.

5. Limitation of Liability.

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant Parties hereunder to the Client Parties and to all construction contractors, subcontractors on the Project and others under the Client's control for any and all claims, losses, costs, damages of any nature whatsoever, or expenses from any cause or causes, regardless of the nature or type of action, so that the total aggregate liability of the Consultant Parties shall not exceed the compensation actually paid to Consultant for services rendered on this Project under this Agreement.

6. Suspension of Services or Additional Work.

If the Project is suspended for more than 30 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant shall be compensated for all Services and any Additional Work performed and charges incurred prior to receipt of notice to suspend and, if and when the Consultant resumes providing Services and/or Additional Work, a mutually agreed upon equitable adjustment in fees payable to the Consultant shall be made to accommodate the resulting demobilization and remobilization costs. In addition, there shall be a mutually agreed upon equitable adjustment in any applicable performance schedule relating to the Project based on the delay caused by the suspension.

7. Term.

Unless terminated earlier in accordance with Section 8 hereof, this Agreement shall have a term commencing on the date of this Agreement and ending, unless terminated earlier as provided herein, when the Services and any Additional Work relating to the Project are completed or as otherwise set forth on annexed Attachment A.

8. Termination.

- a. Either party may terminate this Agreement by delivery of written notice to the other (i) if the other party commits a material breach of this Agreement and fails to remedy such breach within 30 days after receipt of written notice specifying the alleged breach in reasonable detail, (ii) if either party makes an assignment for the benefit of its creditors, or the filing by or against it of a voluntary or involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import, or the appointment of a trustee or receiver for such party or its property, or (iii) as provided by Section 1(c) hereof.
- b. If full payment is not received by the Consultant by the applicable due date, then the Consultant may, at its sole discretion and without liability to any Consultant Parties, terminate this Agreement or suspend any Services or Additional Work to be performed hereunder upon 10 days prior written notice. If the Project is suspended for any reason for more than 60 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant may, at its discretion and without liability, terminate this Agreement.
- c. The termination of this Agreement by either party hereto shall not affect, restrict, diminish or remove any rights, obligations or remedies possessed by either party arising under the terms of this Agreement up to and through the effective date of termination hereof. In addition, the following provisions shall survive termination of this Agreement: Sections 4, 5 and 10 through 20, inclusive. The remedies available to each party hereunder are cumulative and termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available.
- d. Upon termination the Consultant shall be paid in full in accordance with the terms of this Agreement for all Services and Additional Work rendered and reimbursable expenses incurred through the date of termination, including reasonable termination costs.

9. Force Majeure.

Except as provided in Section 6 or 7 hereof, neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without its fault or negligence, including without limitation, strikes, riots, wars, terrorism, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.

10. Non-Solicitation.

Each party agrees that during the term of this Agreement and for one year thereafter it will not solicit, or attempt to solicit, for hire or engagement, directly or indirectly any of the other party's employees or other

personnel who have been involved in the provision of Services or Additional Work under this Agreement or otherwise involved in the transactions contemplated hereby.

11. Assignment.

Neither party shall assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party hereto; provided, however, that either party may assign this Agreement in the event of a merger or consolidation or the sale of all or substantially all of its applicable line of business and Consultant may delegate any of its duties and obligations hereunder if it remains responsible for the performance thereof.

12. Independent Contractor.

Notwithstanding any other provision of this Agreement, Consultant's status shall be that of an independent contractor and not that of a servant, agent, or employee of the Client. Neither party shall hold itself out as, nor claim to be, acting in the capacity of an officer, servant, agent, or employee of the other or that it is authorized to contractually bind the other in any way. The Consultant shall be free to choose the manner in which it performs the Services and Additional Work and furnishes the Deliverables and may delegate and use subcontractors, consultants and suppliers of its choice in satisfying any of its duties and obligations hereunder, provided that the Consultant shall be responsible for any breach of this Agreement by the same.

13. Governing Law; Consent to Jurisdiction.

The rights and obligations of the parties hereunder shall be governed by the laws of the State of New York, without regard to principles of conflicts of laws. Each of the parties hereby (a) irrevocably agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the courts of the State of New York in the County of New York and the United States District Court for the Southern District of New York, except that the foregoing venue shall be non-exclusive with respect to any application for injunctive relief pursuant to Section 18 hereof, (b) accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts thereof, (c) waives personal service of any summons, complaint or other process, and agrees that the service thereof may be made either (i) in the manner for giving of notices provided for in this Agreement or (ii) in any other manner permitted by law. The parties agree that this Agreement was negotiated and shall not be construed against the party which initially drafted the same.

14. Severability.

If any term or provision of this Agreement shall to any extent be determined to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or local governments to which this agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

15. Third Party Claims.

Nothing in this Agreement shall create or shall give to third parties any claim or right of action against the Consultant, its officers, directors, owners, employees and agents.

16. Notices.

All notices required or permitted by this Agreement shall be in writing and shall be delivered personally, by certified or registered mail, return receipt requested, or nationally recognized overnight courier service to the respective addresses set forth above. Either party may, by notice given in the same manner set forth above, designate a different address or addresses to which subsequent notices shall be sent. Notice shall be deemed given upon receipt.

17. Amendment; Waiver.

- a. This Agreement may only be modified or amended by a writing that is signed by both authorized parties.

- b. Any right of any party hereunder may only be waived by a writing that is signed by the authorized party granting the waiver. No course of dealing or trade usage or custom and no course of performance shall be deemed a waiver of any right.
- c. The failure by either party to insist upon strict performance of any of the provisions of this Agreement will in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party in the performance or compliance with any of the terms and conditions set forth in this Agreement.

18. Injunctive Relief.

The parties agree that the violation or threatened violation by either party of any of the provisions of Section 10 of this Agreement shall cause immediate and irreparable harm to the other party. In the event of any breach or threatened breach of any of said provisions, each party consents to the entry of preliminary and permanent injunctions by a court of competent jurisdiction prohibiting such party from any violation or threatened violation of such provisions and compelling such party to comply with such provisions, without the requirement of posting any bond. This Section shall not affect nor limit, and any injunctive relief granted pursuant to this Section shall be in addition to, any other remedies available to the other party at law or in equity for any such violation or threatened violation by either party.

19. Entire Agreement.

This Agreement, including the Attachment and any Scope of Work, and any written agreements relating to Additional Work represents the entire Agreement between the parties concerning the subject matter hereof. This Agreement supersedes any other written or oral proposal, representation, communication, letter of intent or other agreement by or on behalf of the parties hereto relating to the subject matter hereof.

20. Counterparts.

This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives and made effective as of the date first set forth above.

AKRF, INC.

THE CLIENT

By: _____

[_____]

Name: _____

By: _____

Title: _____

Name: _____

Title: _____

ATTACHMENT A
Services/Scope of Work

The Project and Site(s):

The Services:

The Deliverables:

Retainer: \$ _____ Payable upon contract execution. The retainer shall be applied against the final invoice rendered by the Consultant hereunder.

Amount, Timing and Manner of Payment of Compensation: [Specify only if different than provided in Section 2(a).]

Expense Reimbursement:

Additional Rules Relating to Services and Payments:

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: January 20, 2016

I move that: Borough Council reappoint Tom Work to serve a four year term on the Lansdale

Parking Authority. This term is effective immediately and expires on January 31, 2020.

Presented by: _____

Van Dame

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: January 20, 2016

I move that: Borough Council reappoint David Boland to serve a three year term on the Lansdale
Zoning Hearing Board. This term is effective immediately and expires on January 31, 2019.

Presented by: _____ Van Dame

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: January 20, 2016

I move that: Borough Council reappoint Michael Sobel to serve a six year term on the Lansdale Civil
Service Commission. This term is effective immediately and expires on January 31, 2022.

Presented by: _____

Van Dame

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: January 20, 2016

I move that: Borough Council reappoint Michael Panachyda to serve a five year term on the
Lansdale Building Code Board of Appeals. This term is effective immediately and expires on
January 31, 2021.

Presented by: _____ Van Dame

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: January 20, 2016

I move that: Borough Council reappoint Kevin Dunigan to serve a three year term on the
Lansdale Building Code Board of Appeals. This term is effective immediately and expires on
January 31, 2019.

Presented by: _____ Van Dame

Seconded by: _____