LOWER PROVIDENCE TOWNSHIP BOARD OF SUPERVISORS BUSINESS MEETING January 19, 2023

Call to Order: Chairperson Coless called the hybrid live/virtual meeting to order at 7:03 p.m.

Pledge of Allegiance

Roll Call:

- a. The following members were in attendance: Chairperson Coless, Vice-Chair Darby, and Supervisors Sorgini, MacFarland and Neights.
- b. Also in attendance were: E.J. Mentry, Township Manager; Mike Mrozinski, Community Development Director; Tim Woodrow, Township Engineer; Casey Moore, Traffic Engineer, Joe Chillano, Public Works Director, Michael Jackson, Chief of Police, and Ash Jeyapratap, Student Representative.

Chairman's Comments

a. Chair Coless announced that an executive session was held on January 19, 2023 to discuss legal and personnel matters.

1) Presentations

A. Student representative report - Ash Jeyapratap

2) Consent Agenda

- A. **MOTION:** Supervisor Neights made a motion to approve the consent agenda items 2(a), 2(b), and 2(c), including moving the meeting minutes of December 15, 2022 and January 3, 2023, into the record; authorizing payment of bills totaling \$861,278.36; approving escrow release #2 for Eagleville Hospital, Phase 2 in the amount of \$479,314.17; and approving the final escrow release for 805 N. Park Avenue/Erb in the amount of \$15,000.00. Vice-Chair Darby seconded the motion.
 - i. There was no public comment.
 - ii. The motion passed 5-0.

3) Old Business

- A. Discussion of Audubon Square V Land Development Plan, Phase 2, 717 S. Trooper Road
 - a. Mr. Mrozinski introduced representatives from Audubon Land Development regarding a revision of a previously approved plan. Bernadette Kearney, Brad Macy and Debbie Rosner outlined the revision. The plan includes retail buildings, restaurants, and updated roadways.
 - b. The amended design expands one of the buildings to a 144,000 self-storage facility; expands the retail space; and adds buildings for restaurant and retail space.
 - c. Significant discussion ensued regarding the extension of Norris Hall Lane.
 - d. Brad Macy confirmed that the developer would comply with all comments in the Township Engineer's and Traffic Engineer's review letters.
 - e. The Board will consider approval of the plan at the February 2, 2023 meeting.
- B. Discussion of Brightview Landscaping Land Development Plan, Phase 1, 400 N. Park Avenue
 - a. Mr. Mrozinski introduced Len Bradley who provided details on the project. Brightview is proposing the construction of ground-mounted solar panels for charging a new electric

- fleet. The plan also proposes modernization of existing structures and the stormwater management facilities. The applicant has been before the Zoning Hearing Board and received the necessary zoning relief.
- b. The Board will consider approval of the plan at the February 2, 2023 meeting.
- C. Consideration of a Resolution establishing roles, responsibilities, and general code of conduct for the Board of Supervisors
 - a. This matter was tabled for a meeting in the future.
- D. Consideration of appointment to Township boards/commissions/councils
 - a. This matter was tabled for a meeting in the future.

4) New Business

- A. <u>Discussion of request for waiver of Subdivision and Land Development, Select Pizza Grill, 711</u> S. Trooper Road
 - a. Mr. Mrozinski explained that construction of a new outdoor dining space at the building in the Audubon Square Shopping Center is proposed. The proposal involves minor sitework such as altering some parking spaces. Debbie Rosner with Bursich Associates represented Select Pizza Grill.
 - b. The Board will consider approval of the request at the February 2, 2023 meeting.
- B. <u>Consideration of Resolution 2023-09 amending Providence Greene Homeowners' Association</u>
 Declaration
 - a. This matter was tabled for a future meeting.
- C. Authorization to sell vehicles and equipment at auction.
 - a. **MOTION:** Supervisor Neights made a motion to authorize the sale of various vehicles and equipment at a public auction. Supervisor Sorgini seconded the motion.
 - b. There was no public comment.
 - c. The motion passed 5-0.
- D. Consideration of Resolution 2023-10 designating FEMA agent
 - a. **MOTION:** Supervisor Neights made a motion to approve Resolution 2023-10 designating the Township Manager as the authorized agent to sign all required forms under the FEMA buyout program resulting from Hurricane Ida. Vice-Chair Darby seconded the motion.
 - b. There was no public comment.
 - c. The motion passed 5-0.
- E. <u>Discussion of Vietnam Veterans Memorial replica collaboration with Upper Providence Township</u>
 - a. Mr. Mentry discussed the Vietnam Veterans Memorial replica collaboration with Upper Providence. The "Wall that Heals" travels around the country and has selected Upper Providence Township to host the exhibit from October 26-29, 2023. The location has yet to be determined. Mr. Mentry explained that this is a significant undertaking and Lower Providence Township, led by Park and Recreation Director Jane Delaney, has offered to assist and partner with Upper Providence. A significant number of volunteers will be needed to successfully pull off the event. Mr. Mentry will report back to the Board and public at a future meeting once more information is available.

F. General Discussion of Board of Supervisors 2023 Strategy and Goals

a. Chair Coless discussed the Board's strategic/action planning to include a portion of the goals, such as the Planning Commission and their role in the township. The Board discussed getting the Planning Commission more involved in a proactive way in the implementation of the Comprehensive Plan once it's adopted.

5) Announcements/Meetings

- A. Environmental Advisory Council January 23 at 7:00p.m.
- B. Planning Commission January 25 at 7:00p.m.
 - a. Comprehensive Plan Public Hearing
- C. Zoning Hearing Board January 26 at 7:00p.m. Cancelled.

6) Comments and Other Business

- A. Chair Coless announced that the Montgomery County Senior Games are being held the first week of May. Volunteers are needed to help with the different events that are held across the county.
- B. Supervisor Sorgini noted that the Sewer Authority held its reorganization meeting and is moving forward with 2023 projects. He noted that the library will be holding some Children's Programs in the evening for the first time. He encouraged residents to sign up for the library's newsletter and to look for upcoming details on the spring fundraiser.
- C. Supervisor McFarland announced the Business Development meeting starting up Friday, January 20 at 9:30am.

7) Courtesy of the Floor

A. Peter Tyler, Township resident, asked the Board to look into traffic and speeding issues on E. Mount Kirk Ave. and to consider installing a stop sign at the intersection with Providence Road.

8) Adjournment

- A. Chair Coless announced that the Board would be convening in Executive Session at the conclusion of the meeting to discuss personnel matters.
- B. **MOTION:** Supervisor Darby made a motion to adjourn. Supervisor Neights seconded the motion. The motion *passed 5-0*. The meeting adjourned at 9:13 p.m.

Next Business Meetings: February 2, 2023

February 16, 2023



January 16, 2023

Michael Mrozinski, Director of Community Development Lower Providence Township 100 Parklane Drive Eagleville, PA 19403

Reference:

Woodland Avenue Tracts

Escrow Release 3

Dear Mike:

At this time, based on field observations of work completed to date, we find that sufficient work has been completed to release the full amount of escrow in the amount of \$42,519.95. By releasing this amount, the total account balance will be reduced to \$617,994.04.

A.	Original Value of Financial Security	\$ 818,163.94
B.	Total Past Completion	\$ 157,649.95
C.	Total Completed this Release	\$ 42,519.95
D.	Balance to Finish	\$ 617,994.04

Please contact our office with any questions.

Sincerely,

Timothy P. Woodrow, P.E.

Toynship Engineer

Woodrow & Associates, Inc.

TPW/del



Lower Providence Township Montgomery County, Pennsylvania January 16, 2022

Woodland Avenue Tracts Escrow Release #3

Woodrow & Associates, Inc. - Township Engineer

A.	Original Value of Financial Security	\$ 818,163.94
В.	Total Past Completion	\$ 157,649.95
C.	Total Completed this Release	\$ 42,519.95
D.	Balance to Finish	\$ 617,994.04

We certify that the above is the estimate of the value of materials furnished and work performed to date by for construction at Whitetail Ridge in the sum of:

FORTY-TWO THOUSAND,
FIVE HUNDRED NINETIEN DOLLARS,
AND 95 / CENTS \$42,519.95

RECOMMENDED: DATE: /-25-23

Michael Mrozinski,
Director of Community Development

Escrow Release NO. 3 January 16, 2023

Woodland Avenue Tracts Lower Providence Township Opinion of Probable Cost - August 11, 2020

				UNIT		QTY	REL.	\$ THIS		PAST REL.		REL.	
DESCRIPTION	QTY	UNIT		COST	TOTAL	THIS REL.	TO DATE	RELEASE	_	TO DATE	TO	DATE	BALAN
A Earthwork & Demolition					40 575 00	2.555	7,724	\$ 9,997,50	Ś	18,967.50	٠ ،	8,965.00	\$ 14,6
1 Strip and Stockpile Topsoil	11620	CY	\$	3.75 \$	43,575.00	2,666			\$	23,566.95		4,340.50	
2 Cut and Fill	6010	CY	\$	4.05 \$	24,340.50	191			\$				
3 Respread Topsoil	3700	CY	\$	4.95 \$	18,315.00	606	3,052		\$	12,107.70 3,500.00		3,500.00	\$ 3,2 \$
4 Clear & Grub/Remove Trees	1	LS	\$	3,500.00 \$	3,500.00	0		\$ - \$ 13,770.75	\$	58,142.15			\$ 17,8
Subtotal - Earthwork & Demolition				\$	89,730.50		,	\$ 13,770.75	Þ	58,142.15	> /	1,912.90	\$ 17,8
B Erosion Control			_				•	4	4		4		Š 4
1 18" Silt Fence for Stockpile	250	LF	\$	1.75 \$	437.50			\$ 9	\$	-	\$	-	\$ 4 \$
2 Tree Protection Fence	360	L	\$	2.25 \$				\$ -	\$	810.00	*	810.00	*
3 Construction Entrance	1	EA	\$	2,500.00 \$	2,500.00			\$ -	\$,		2,500.00	\$
4 12" Filter Sock18" Filter Sock	1300	LF	\$	10.95 \$			-,	\$ 4,051.50	\$	10,183.50		14,235.00	\$
5 18" Filter Sock	310	L	\$	11.95 \$				\$ (956.00)		4,660.50	\$	3,704.50	\$
6 Erosion Control Matting NAG \$75-Swale 1A & 1B	2800	SF	\$	0.28 \$			_	\$ -	\$	-	5	-	\$ 7
7 Erosion Control Matting NAG S75-Swale 1A & 1B	10000	S	\$	0.28 \$				\$ 875.00	\$	875.00		1,750.00	\$ 1,0
8 Erosion Control Matting NAG P300	100	SY	\$	3.00 \$				\$ -	\$	-	\$	-	\$ 3
9 Orange Construction Fence	690	L	\$	2.25	1,552.50			\$ (1,552.50)	\$	3,105.00	\$	1,552.50	\$
10 Concrete Washout	1	EΑ	\$	550.00 \$	550.00	0		\$ -	\$	-	\$	-	\$ 5
11 Stone Filters	1	EA	\$	245.00	245.00	0	-	\$ -	\$	-	\$	-	\$ 2
12 Rip-Rap	10	CY	\$	35.00 \$	350.00	0	0	\$ -	\$	-	\$	-	\$ 3
13 Temp. Seeding Stockpiles & Disturbed Area	1	EA	\$	500.00 \$	500.00	0	1	\$ -	\$	500.00	\$	500.00	\$
14 E&S Maintenance and Removal	1	LS	\$	1,500.00	1,500.00	0	0	\$ -	\$	-	\$	-	\$ 1,5
15 Baffle	90	LF	\$	25.00	2,250.00	6	90	\$ 150.00	\$	2,100.00	\$	2,250.00	\$
16 Anti-Seep Collars	2	EA	Ś	1,250.00	2,500.00	0	2	\$ -	\$	2,500.00	\$	2,500.00	\$
17 Temp, Riser	1	CY	\$	1,500.00	1,500.00	0	1	\$ -	\$	1,500.00	\$	1,500.00	\$
18 Trash Rack	1	CY	Ś	750.00	750.00	0	0	\$ -	\$	-	\$	-	\$ 7
19 Rough Grade for Sediment Basin	32500	CY	Ś	0.15	4,875.00	4,574	32,500	\$ 686.10	\$	4,188.90	\$	4,875.00	\$
20 Spread Topsoil in Sediment Basin	1150	CY	Š	4.95	5,692,50	. 0		\$ -	\$	-	\$	-	\$ 5,6
21 Emergency Spillway	100	CY	Š	8.50	850.00	0	0	\$ -	\$	-	\$	-	\$ 8
22 Seed & Straw Sediment Basin	32500	CY	š	0.15	4,875.00	15.834	32,500	\$ 2,375.10	Ś	2,499.90	\$	4,875.00	\$
Subtotal - Erosion Control	52505		Ť	0.20				\$ 5,629.20	Ś	35,422.80	\$ 4	41,052.00	\$ 12,5
C Concrete				,					•	,		,	
1 Concrete Curb	1582	LF	Ś	19.95	31,560.90	0	0	\$ -	Ś	-	\$		\$ 31,5
2 concrete Sidewalk	4460	SF	š	5.25				š -	Š	_	Ś		\$ 23,4
3 Box and Backfill Curb	1582	LF	Š	1.50	,	_		š -	Š	_	Ś		\$ 2,3
4 Box and Backfill Sidewalk	4460	SF	š	1.25			_	š -	š	-	š	_	\$ 5.5
	4400	- 31	-	1,25				š -	Ś		Ś		\$ 62,9
Subtotal - Concrete				,	02,525.50	'		*	۳		*		,,-
D Paving	2025	ev	\$	1.50	4,537.50	0	0	\$ -	Ś		\$	_	\$ 4,5
1 Fine Grade and Compact Subgrade	3025	SY	Ś	9.95		-	_	\$ -	Ś	-	Ś	-	\$ 30,0
2 6" 2A Modified Stone	3025	SY	\$				0	\$ - \$ -	Ś	-	¢		\$ 68,0
3 5" Base Course - 25.0 mm	3025	SY	-				0	\$ - \$ -	Ş		ė		\$ 2.8
4 Sweep and Tack	3025	SY	\$	0.95			0	۶ - د	Ś	-	è		\$ 34.7
5 1.5" Wearing Course - 9.5mm	3025	SY	\$	11.50		, ,	-	, ,	Ş	-	è		·
6 Cut, Fill, Compact	2500	SY	ş	4.05			-	÷ -	÷	-	à	-	
7 Rough Grade	56250	SF	\$	0.15			0	\$ -	\$		\$	-	7 0,
Subtotal - Paving					158,922.50)		\$ -	\$	-	\$	-	\$ 158,9

PREPARED BY: WOODROW ASSOCIATES, INC.
1108 NORTH BETHLEHEM PIKE - SUITE 5
LOWER GWYNEDD, PA 19002

Woodland Avenue Tracts Lower Providence Township Opinion of Probable Cost - August 11, 2020

Escrow Release NO. 3 January 16, 2023

DESCRIPTION				UNIT			QTY	REL.	\$ THIS		PAST REL.		\$ REL.		
	QTY	UNIT		COST	T(OTAL	THIS REL.	TO DATE	RELEASE		TO DATE	Т	O DATE		BALANCE
Woodland Avenue Improvement															
1 Concrete Curb	370	LF	\$	19.95	\$	7,381.50	0	0 \$	-	\$	-	\$	-	\$	7,381.50
2 Concrete Sidewalk	1300	SF	\$	5.25	\$	6,825.00	0	0 \$	-	\$	~	\$	-	\$	6,825.00
3 Box and Backfill Curb	370	LF	\$	1.50	\$	555.00	0	0 \$	-	\$	-	\$	-	\$	555.00
4 Box and Backfill Sidewalk	1300	SF	\$	1.25		1,625.00	0	0 \$	-	\$	-	\$	-	\$	1,625.00
5 Handicap Ramps	4	EA	\$		\$	9,000.00	0	0 \$	-	\$	-	\$		\$	9,000.00
6 Fine Grade and Compact Subgrace	125	SY	\$	1.50	\$	187.50	0	0 \$	-	\$	-	\$	-	\$	187.50
7 6" 2A Modified Stone	125	SY	\$	9.95	\$	1,243.75	0	0 \$	-	\$	-	\$	-	\$	1,243.75
8 5" Base Course - 25.0 mm	125	SY	\$	22.50	\$	2,812.50	0	0 \$	· -	\$	-	\$	-	\$	2,812.50
9 Sweep and Tack	125	SY	\$	0.95	\$	118.75	0	0 \$	-	\$	-	\$	-	\$	118.75
10 1.5" Wearing Course - 9.5 mm	125	SY	\$	11.50	\$	1,437.50	0	0 \$	-	\$	-	\$	-	\$	1,437.50
Subtotal - Woodland Avenue Improvement					\$ 3	31,186.50		Ş	-	\$		\$		\$	31,186,50
Basin A															•
1 Basin Conversion and Planting Soil Mix	1	LS.	\$	23,500.00	\$ 2	23,500.00	0	0 5	-	\$	-	\$	-	\$	23,500.00
2 4" Perf. Underdrain	210	LF	\$	15.00	\$	3,150.00	0	0 5	-	Ś	_	Ś	-	Ś	3,150.00
3 Remove Temporary Riser/Trash Rack	1	LS	\$	750.00	\$	750.00	0	0 9	-	Ś	_	\$	-	\$	750.00
4 Seed & Straw Sediment Basin	1	LS	\$	3,500.00	\$	3,500.00	0	0 5	-	\$	-	\$	-	Ś	3,500.00
5 Rip Rap R-4	1	LS	Ś	500.00	Ś	500.00	0	0 5	-	Ś	-	Ś	_	Ś	500.00
6 4" Solid HDPE	118	LF	\$	27.00	\$	3,186.00	0	0 5	-	Ś	-	Ś		Ś	3,186.00
7 4" c/o	1	EA	Ś	125.00	\$	125.00	0	0 5	-	Ś	_	Ś	-	Ś	125.00
8 Outlet Structure - Type M Inlet	1	EA	Ś	2.750.00	Ś	2.750.00	0	1 5	-	Ś	2.750.00	Ś	2,750,00	Ś	
Subtotal - Basin A					Š :	37,461.00		9	-	Ś	2,750.00	Ś	2,750.00	Ś	34,711.00
G Blo #1					•			·		•		•	,		
1 Excavation and Planning Soil Mix	1	LS	\$	19.500.00	s :	19,500.00	0	0 9	-	\$	_	Ś		\$	19,500.00
2 Spillway	25	SY	Ś	,	Ś	250.00	0	0 5	-	Š	-	Ś		Ś	250.00
3 Seed & Straw	1	LS	Ś	2,500,00	Ś	2,500.00	0	0 5	-	Š	-	Ś	-	Ś	2,500.00
4 4" Solid HDPE	25	LF	Ś		Ś	675.00	0	0 5	-	Š	_	Ś	-	Š	675.00
5 4" c/o	1	EA	Š	125.00		125.00	ō	0 5	_	Š	_	š	_	Š	125.00
6 4" Perfection Underdrain	135	LF	š	27.00	Š	3,645.00	ō	0 5	_	š	_	Ś		Š	3,645.00
Subtotal - Bio #1			Ť			26,695.00		3		Š		Š		5	26,695.00
1 Bio #2				,		,		•		•		*		~	20,055.00
1 Excavation and Planting Soil Mix	1	LS	Ś	15,500.00	s -	15.500.00	0	0 5		4	_	¢	_	Ś	15,500.00
2 Spillway	1	LS	Š		Š.	250.00	0	0 5		š		č		Š	250.00
3 Seed and Straw	1	LS	š		*	1,500.00	0	0 5		Š		Š		ć	1,500.00
Subtotal - Bio #2						17,250.00		- 2	_	÷		ć		Ś	17,250.00
Lot Soil Amendments				,	Ψ .	1,230.00		+		¥	-	÷	-	P	17,230.00
1 Soil Amendments	9	EA	ć	4,000.00	٠ :	36,000.00	0	0 5	:	ė		ė		ė	36,000.00
Subtotal - Lot Soil Amendments		EA	->			36,000.00	- 0	0 3		٠		è	<u>-</u>	\$	36,000.00

PREPARED BY: WOODROW ASSOCIATES, INC.
1108 NORTH BETHLEHEM PIKE - SUITE 5
LOWER GWYNEDD, PA 19002

Woodland Avenue Tracts Lower Providence Township Opinion of Probable Cost - August 11, 2020

Escrow Release NO, 3 January 16, 2023

				UNIT			QTY	REL.		\$THIS	4	PAST REL.		\$ REL.		
DESCRIPTION	QTY	UNIT		COST		TOTAL	THIS REL	TO DATE		RELEASE		TO DATE	_	TO DATE		BALANCE
J Storm Sewer	205			45.00					_							
1 18" RCP	286	LF	\$		\$	12,870.00	86			3,870.00		9,000.00		12,870.00		28
2 24" RCP	632	LF	\$	55.00	\$	34,760.00	250			13,750.00	\$	21,010.00	\$	34,760.00	\$	-
3 18" Class III O-Ring RCP	41	LF	Ş	55.00	\$	2,255.00	0	•	\$	-	\$	-	\$	-	\$	2,255.00
4 14" x 23" ERCP	34	LF	\$	50.00	\$	1,700.00	0		\$	-	\$	1,700.00	\$	1,700.00	\$	-
5 19" x 30" ERCP	100	LF	ş	65.00	\$	6,500.00	0		\$	-	\$	6,500.00	\$	6,500.00	\$	54
6 18" Endwall	4	EA	\$	1,500.00	\$	6,000.00	0	_	\$	-	\$	-	\$	-	\$	6,000.00
7 24" Endwall	1	EA	\$	1,950.00	\$	1,950.00	0	-	\$	-	\$	1,950.00	\$	1,950.00	\$	9
8 Storm Doghouse Manhole	1	EA	\$	5,000.00	\$	5,000.00	0	_	\$	-	\$	5,000.00	\$	5,000.00	\$	38
9 Type C Inlet (2'x4')	7	EA	\$	2,250.00	\$	15,750.00	0		\$	-	\$	15,750.00	\$	15,750.00	\$	19
10 Type C Inlet w/Type 4 Box	7	EA	\$	2,750.00	\$	19,250.00	2	_	\$	5,500.00	\$	-	\$	5,500.00	\$	13,750.00
11 Type M Inlet (2'x4')	2	EA	\$	2,250.00	\$	4,500.00	0	0	\$		\$	-	\$	-	\$	4,500.00
12 2A Mod Stone Backfill	25	ETN	\$	17.00	\$	425.00	0	25	\$		\$	425.00	\$	425.00	\$	12
13 saw Cut	12	LF	\$	5.00	\$	60.00	0	0	\$	-	\$	-	\$	-	\$	60.00
14 Traffic Control	1	LS	\$	750.00	\$	750.00	0	0	\$	-	\$	-	\$		\$	750.00
15 Patch Pave	1	LS	\$	750.00	\$	750.00	0	0	\$		\$		\$	_	\$	750.00
Subtotal - Storm Sewer					\$	112,520.00			\$	23,120.00	\$	61,335.00	\$	84,455.00	\$	28,065.00
K Landscaping														•		·
1 Shade Tree	41	EA	\$	400.00	\$	16,400.00	0	0	\$	_	\$	-	\$	-	\$	16,400.00
2 Ornamental Tree (River Birch)	7	EA	\$	350.00	\$	2,450.00	0	0	\$	-	\$	-	Ś	_	Ś	2,450.00
3 Shrubs	31	EA	\$	100.00	\$	3,100.00	0	0	\$		\$	-	Š		Ś	3,100,00
Subtotal - Landscaping					\$	21,950.00			\$	-	\$		\$		Ś	21,950.00
L Miscellaneous															•	
1 Signs	13	EA	\$	195.00	\$	2,535.00	0	0	\$	-	\$	-	Ś	-	\$	2.535.00
2 Construction Stakeout	1	LS	\$	35,000.00	\$	35,000.00	0	0	\$	-	Ś	-	Ś	_	Š	35,000.00
3 As-Builts	1	LS	\$	15,000.00	\$	15,000.00	0	0	\$	-	Ś	_	Ś	-	Š	15,000.00
4 Pavement Marking and Traffic Control	1	LS	\$	750.00	\$	750.00	0	0	\$	-	Ś	-	Ś	-	Ś	750.00
5 Concrete Monuments	12	EA	\$	175.00	\$	2,100.00	0	0	\$	-	Ś	-	Š	_	Š	2,100.00
6 Iron Pins	9	LOT	5	300.00	\$	2,700.00	0	0	Ś	-	Ś	_	Š	_	Š	2,700.00
7 NPDES N.O.T, Closeout	1	LS	Ś	15,000.00	Ś	15,000.00	0	0	Ś	_	Ś	_	Š	_	š	15,000.00
8 Right-of-Way Turf Stabilization	1	LS	\$	5,000.00	\$	5,000.00	0	0	\$	_	Ś	_	Š	_	Ś	5,000.00
9 Post occupancy Swale Stabilization/Maint.	1	LS	\$	7,500.00	Ś	7.500.00	0	0	Ś	_	Ś	- 2	Š	_	Š	7,500.00
10 Post-Occupancy Stormwater Adjustments	1	LS	\$	5,000.00	Ś	5,000.00	0	0	Ġ	-	Ś	- 3	Š	_	Š	5,000.00
11 Woodland Avenue Repairs	1	LS	Ś	5,000.00	Ś	5,000.00	0	0	Ś	_	Ś	-	Š	_	Š	5,000.00
Subtotal - Miscellaneous	-				\$	95,585.00			\$		\$		\$		\$	95,585.00
NET CONSTRUCTION COSTS					\$	743,785.40	\$ -	\$ -	\$	42,519.95	\$	157,649.95	\$	200,169.90	Ś	543.615.50
10% PER MPC					\$	74,378.54			\$		\$	-	\$	(40)	\$	74,378.54
GRAND TOTAL					ŝ	818,163.94			Ġ	42,519.95	Ś	96,314.95	ŝ	200,169.90	ć	617,994.04

PREPARED BY: WOODROW ASSOCIATES, INC. 1108 NORTH BETHLEHEM PIKE - SUITE 5 LOWER GWYNEDD, PA 19002



LOWER PROVIDENCE TOWNSHIP

100 Parklane Drive • Eagleville, PA 19403 • www.lowerprovidence.org

Administration: 610 539-8020 • Fax: 610 539-6347

Police: 610-539-5900 • Fax: 610-630-2219



LOWER PROVIDENCE TOWNSHIP INTER-OFFICE MEMORANDUM

TO: Members of the Board of Supervisors; E.J. Mentry, Township Manager

FROM: Mike Mrozinski, Director of Community Development

DATE: January 26, 2022

RE: Adoption of Comprehensive Plan Update

For your consideration is the adoption of the 2040 Comprehensive Plan Update. Pursuant to the Pennsylvania Municipalities Code, the governing body must hold at least one public meeting (hearing) before voting on adoption. This hearing is scheduled for February 2, 2023. The purpose of this hearing is to formally gather public comment and is similar to what occurred at the Township Planning Commission meeting on January 25. The Commission did unanimously recommend forwarding the plan to you after the conclusion of the hearing.

The draft plan has been sent to our adjacent municipalities and Methacton School District. No comments have been received during that forty-five day review period. Similarly, the Township has received very limited comment form others. Notably, new Planning Commission member Samantha Grant did prepare a list of reactions and suggestions which were received at the Planning Commission meeting. A copy of this list is attached. Solicitor Lauren Gallagher reviewed the list and advises that none are substantive enough to warrant postponement of the hearing on February 2, noting that the plan can be amended after adoption. Today, the Township also received comments from Mark Cassel at SEPTA. These comments are attached.

It is recommended that the Board take public comment at the hearing on February 2, and unless major changes are suggested at that time, anticipate voting on adoption on February 16. The adoption of the plan will kick us into action on ordinance revision and grant writing. Consistently, I have heard that stakeholders want this plan to lead to implementation of our shared vision. Looking forward to getting started.

From: <u>Lauren Gallagher</u>

To: E.J. Mentry; Michael W. Mrozinski

Cc: <u>Barbara Merlie</u>
Subject: Comp Plan

Date: Thursday, January 26, 2023 11:24:55 AM

Attachments: image002.png image003.png

image003.png image004.png

E.J. & Mike,

As discussed last night, we have taken a look at the list of proposed changes from the Planning Commission from last night. The re-advertising requirements for the Comp Plan mirror those from the MPC generally. None of the proposed changes appear to be so significant as to be substantial in relation to the plan as a whole or to constitute "a significant disruption of the continuity of the proposed legislation or some appreciable change in the overall policy of the bill."

Mostly the suggestions seem to be related to minor changes in formatting or expanding on language for purposes of clarification. Given the standards in the applicable caselaw, re-advertisement would require a wholesale change in the intent of the document – none of these appear to do so.

So, the Board can adopt some or all of the referenced changes without having to re-advertise. Any questions, please let us know. Thanks!



Lauren A. Gallagher, Esquire | Rudolph Clarke, LLC

Phone: 215.633.1890 | Fax: 215.633.1830

www.rudolphclarke.com | E-mail: lgallagher@rudolphclarke.com



Bucks County Office: Seven Neshaminy Interplex | Suite 200 | Trevose, PA 19053

Montgomery County Office: 350 Sentry Parkway East | Building 630, Suite 110-A | Blue Bell, PA 19422

Delaware County Office: 10 Beatty Road | Suite 102 | Media, PA 19063 (by Appointment only)

Chester County Office: 101 Lindenwood Drive | Suite 225 | Malvern, PA 19355 (by Appointment only)

Burlington County Office: 10000 Lincoln Drive East | 1 Greentree Center | Suite 201 | Marlton, NJ 08053 (by

Appointment only)

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Lower Providence Township Comprehensive Plan 2040

Page	Note
	Next ACS due 2023? Or 2024?
5	Referring to Upper Merion Township: "The goals of visions 2020 plan are generally compatible with those of Lower Providence Township" Are they actually incompatible? If not, would suggest editing to say "generally consistent" (used on p. 131) rather than "generally compatible"
6	In the discussion of the 2002 Plan, were achievements tracked and monitored? Were their key successes or lessons learned that this document might benefit from?
7	There are several other purchases from William Penn, including the Lane Grant of 500 acers in 1683.
17	Figure 2.9 % of residential land use is broken down; I would be interested to see this also broken down by % of population.
19	Top paragraph, last sentence: Is this open space the grass median strip in many new developments, or actual usable space?
35	Typo last paragraph, third sentence: "continue to continue to" delete repeated words.
38	Figure 4.1 fonts are off in "Median Household" column
38	While the median Income, earning and per capita are better than the average, it would be useful to see income data (if these figures exist) presented in line or column graph so show % of the population as distributed across different income levels.
41	I suggest adding the year: April 2020 in the last paragraph. While the table on the next page makes it very clear, the sentence before discusses 2019 and 2020 and could be confusing.
44	Employment forecasts LP is expected to see an increase of 639 jobs. Super specific — I'd love to understand a bit more about how that is calculated as I would assume these factors might be relevant in decision making.
47	Unclear sentence last sentence of "Commercial Character" paragraph: "or in additional residents or office workers proximal to commercial uses." Given the long list/sentence (5 lines), bullets might work better than semi-colons so it is visually easier to read, but this last bit of the long sentence is unclear.
56	Why is this map only done in shades of yellow? If possible I suggest using more than one color for clarity.
57	Figure 5.4 "Housing Tenure" is 2019 data, but below that 2020 data is referred to – do we have more recent data? A lot has happened to housing prices since 2019 and even 2020, I would imagine these figures are fairly higher now.
60	Curious about other resources and links. Also are these prominently shown on the website?
67	14a Does this mean to refer to "historically and culturally significant" buildings only? I thought it discussed further reuse previously. Also p. 131 refers to "preserve-enhance-transform" perhaps these two sections can be better aligned?
67	15 This sounds pretty basic, perhaps update them as needed by

84	Autonomous and connected vehicles – Needed?
89	Discusses sidewalks, perhaps include MontCo standard size?
91	Perhaps this map is better virtually, but looks like sidewalks ands trails are similar colors.
106	24 b Suggest "support' is changed to "explore", as bus service frequency and hours
100	likely respond to demand.
112	I would think given the recent flooding issues there would be reference to
113-	improvements more specifically. I see Goals and recommendation 31-34 refer
129	indirectly. Would be useful to know if flooding was a downstream issues or something
420	LP could do more about.
139	Last sentence here is great and maybe needs its own heading, so that what the
	townships can or plans to do is clear. Quite a lot of the intentions here in "Future Land
	Use" some are not directly in the townships power, or rely on others. Perhaps just be
	clear about what is planned and what is encouraged. Also to note for the planning
	commission to uphold intentions of new development – this is key.
149	Great to see list of fundings sources, but this doesn't speak to how they might be
	tapped. Perhaps this is for implementation, but might be useful to lay out at least at a
	high level.
149	(The plan) "requires coordination and cooperation among many volunteers, township
	staff, and the elected and appointed officials who puts these plans into to action" It
	will also rely on the cooperation and coordination of developers and property owners,
	which should perhaps be directly acknowledged. I would caution the Board to make
	sure that Goals and Recommendations reflect realistic aims and are concentrated on
	areas where the township and officials have more influence. This is something to
	consider for prioritization and implementation.
149	Generally there are a significant number of goals and recommendations. Annual
	public plans with focused performance indicators may be useful in prioritizing and
	developing a phased plan.
149	Suggest changing "this may be done" to "this will be done" I would like to see more of
	a commitment to monitor and evaluate progress.
148-	There are many implementation partners listed and when everyone is responsible,
160	often no one is. I would advise the Board to nominate one of the partners noted in
	each category as a leader for monitoring and reporting, or even implementing where
	relevant.
	What are the next steps in planning?
p.	What are next steps? Will the Performance Indicators be further developed once this
150	plan is approved? I would also note that currently quite a few performance indicators
-	are output indicators – measuring activities, rather than outcome indicators,
160	measuring impact. While output indicators are relevant in some areas, I suggest
	considering some outcome indicators perhaps focusing on the higher level (i.e. 15
	rather than 15 a, 15 b, etc.)
161	What is Primary historic Name? Also missing: 3030 Eagleville Rd – I'm curious how
	this list was compiled. Might there be more?

From: Mark Cassel
To: E.J. Mentry

Cc: Jarrell, Eric; Harley Cooper; Maureen Lichtner; Taron Cain; Ryan Judge; Jennifer Dougherty; Michael W.

Mrozinski; Daniel Nemiroff

Subject: Lower Providence Comprehensive Plan update

Date: Thursday, January 26, 2023 9:06:04 AM

Attachments: <u>image001.png</u>

SEPTA Bus Stop Design Resources.pdf

Good morning,

I apologize for not getting these comments about the <u>draft Comprehensive Plan</u> submitted to you prior to the Planning Commission meeting last night. Here are some comments from SEPTA Service Planning on the relevant sections of the action plan on page 106: I hope that you find these to be useful as the plan moves to the Board of Supervisors for adoption.

23 Collaborate with SEPTA and property owners to improve convenience and security for transit riders

23a Improve pedestrian connectivity to bus \$top locations with sidewalks, walking paths, and crosswalks.

Agreed. One of the challenges that SEPTA customers face is that the owners of the roadway and the adjacent properties are the ones that control the facilities that connect those properties to the appropriate bus stop locations. There are opportunities with the Township's subdivision and land development approvals to address conditions. Over time it is hoped that contiguous pedestrian facilities are created.

23b Provide shelters and amenities (e.g. benches, curbing, waste receptacles, lighting) for high ridership boarding locations following DVRPC and SEPTA guidelines

SEPTA is very supportive of local initiatives on this front. An example of where developer collaboration has occurred in the Township is with Audubon Land Development on Shannondell Boulevard. The company identified less than ideal conditions and decided to proactively address them in conjunction with SEPTA staff input. This is what led to the installation of loading pads and shelters. Because of the limited capital and maintenance resources of the Authority, we rely on third parties to initiate shelters and other supportive amenities.

I am attaching a one-page reference guide to the relevant information that staff and the Planning Commission can use to achieve these ends.

23c Support the creation or relocation of bus stops to better serve the municipal campus and Eagleville Park.

One of the challenges is that the <u>Route 93</u> deviation to the Montgomery County Correctional Facility is right across from the municipal campus. Particularly for trips from Norristown Transportation Center to Pottstown, the bus must be in the left turn lane and cannot stop close to the intersection on the westbound side of Ridge Pike. The lack of sidewalks and access management challenges also affect this. Our Bus Operations staff will need to work with Service Planning on any decisions related to bus stop locations to address operational and passenger safety.

24 Support other expansions improvements of transit service

24a Support rail service expansion including the King of Prussia Rail, Schuylkill Valley passenger rail

King of Prussia Rail is a SEPTA initiative. We currently anticipate, with the eventual opening of the line, that bus service into King of Prussia will be oriented towards an end-of-line station near the Valley Forge Casino. This includes the service from Phoenixville, through the Township, that is shown in the Bus Revolution draft plan and that is currently operated as Route 99.

24b Support improved bus service such as increased frequency and extended service hours

I would refer you to our <u>Bus Revolution website</u> for the most recent draft plan. We expect to release an updated draft for additional comment in March and would welcome feedback from the Township.

- Currently we are showing the Ridge Pike service (current Route 93) as 60-minute frequencies, with expected increases during peak periods, similarly to the current schedule.
- The Norristown to Audubon (current <u>Route 131</u>) and King of Prussia to Phoenixville, via Audubon (part of Route 99) routes would be 30-minute frequencies.
- Route 91, which is a limited-service (Saturday only) route to the SCI Phoenix facility, has not been operating since the pandemic began and visiting restrictions were instituted. The route has not been restored due to limited demand, other alternatives to access the site by contracted operators and resource allocation. It is not anticipated that it will be restored prior to the implementation of Bus Revolution changes and is not included in the current draft plan.

24c Consider adopting a TOD (Transit-Oriented Development) Overlay for areas within walking distance of frequent transit service

SEPTA supports development around transit corridors through its <u>Transit Supportive</u> <u>Community Development</u> initiative. It is important to note that, under current conditions and under the Bus Revolution draft plan, we do not have any routes in the Township that we would consider to be frequent service (15 minutes between trips or less on weekdays between 6:00 a.m. and 9:00 p.m.). Further definition of what the Township would consider to be frequent would be helpful.

I will be retiring from SEPTA at the end of the month. Harley Cooper, Senior Operations Planner (copied), will be your primary Service Planning contact in the interim and can bring in other SEPTA staff as required.

Sincerely,

Mark Cassel

Mark E. Cassel, AICP | Director, Service Planning (he/him)

Service Planning Department | Planning & Strategy Division Southeastern Pennsylvania Transportation Authority (SEPTA) 1234 Market Street, 9th Floor mcassel@septa.org | www.septa.org | planning.septa.org 215-580-7238

SEPTA is more than transit; it is the way we connect to each other.



Note: I am retiring from SEPTA, effective COB January 31, 2023, and moving into private consulting. If you would like to reach out to me after that date, please use mcassel29@gmail.com
For continuity of SEPTA business, please reach out after that date to one or more of the Senior Operations Planners:

Harley Cooper hcooper@septa.org
Brandon Miller bmiller@septa.org
Steve LaBedz slabedz@septa.org

LOWER PROVIDENCE TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION No. 2023-09

WHEREAS, Providence Greene Home Owners' Association (hereinafter referred to as "Association") has submitted a request to amend the Declaration of Covenants, Restrictions, Easements, Charges and Liens dated April 15, 1994 for a development located within Lower Providence Township (hereinafter referred to as the "Township") known as Providence Greene; and

WHEREAS, The Cutler Group, Inc. ("Developer") was the owner of the real property located in the Township of Lower Providence, County of Montgomery, Commonwealth of Pennsylvania, upon which real property Developer constructed a residential community consisting of 180 townhouse dwelling units and 5 single family detached dwelling units, together with Common Open Space and facilities for the benefit of such community; and

WHEREAS, the Developer created the Association with certain rights, obligations and limitations on both the Association and owners of real property located therein pursuant to a Declaration of Covenants, Restrictions, Easements, Charges and Liens dated April 15, 1994 and filed in the Montgomery County Recorder of Deeds Book 5076, Page 762, et. seq. (hereinafter referred to as the "Original Declaration"); and

WHEREAS, in 2005, the Association recorded an Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens (hereinafter referred to as the "1st Amended Declaration"); and

WHEREAS, the Association desires to amend and restate the Original Declaration and the 1st Amended Declaration to clarify certain issues, namely to remove certain properties from

{01567745;V3}1

the Association, but to otherwise maintain the purpose of the Association; and

WHEREAS, in order to amend the Original Declaration and/or the 1st Amended Declaration, the Original Declaration requires that the Association first obtain the Township's approval of the proposed amendment to the 1st Amended Declaration; and

WHEREAS, the Township is willing to approve the request to amend the Original Declaration and the 1st Amended Declaration to remove the five (5) single family lots from the Association, subject to certain conditions.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Board of Supervisors of Lower Providence Township this 19th day of January, 2023, that said request for approval of the amendment to the Original Declaration and the 1st Amended Declaration is **GRANTED**, subject to the following conditions:

- 1. The lots to be removed from the Association are five (5) single family lots, and are those identified as lots 181-185 in the Final Record Plan prepared by Alan C. Breyer of Yerkes Associates, Inc., dated January 23, 1990, last revised February 14, 1995, a copy of which is attached hereto, incorporated herein and labeled Exhibit "A".
- 2. Any and all improvements for which the Association is currently responsible for all maintenance, repair and replacement, including but not limited to all open space, stormwater facilities and the private roadways known as "Greene's Meadow Drive" and "Greene's Way Circle," along with all associated rights of way, curbs and sidewalks, to the extent those remain part of the Association, shall remain in the full care, custody, ownership and control of the Association.
- 3. No additional or further maintenance obligations shall be imposed upon the Township by way of this approval, including but not limited to any maintenance obligations for

any curbs, sidewalks, rights of way, roadways, open space, stormwater facilities or other improvements that are, were or shall in the future become the property or responsibility of the Association. Nothing herein shall be construed to in any way limit the Township's rights with respect to any improvements.

BE IT FURTHER RESOLVED by the Board of Supervisors of Lower Providence Township that approval is further subject to the condition that a final recorded copy of the Amended Declaration shall be provided to the Township Solicitor immediately upon receipt by the Association.

BE IT FURTHER RESOLVED by the Board of Supervisors of Lower Providence Township that approval is further conditioned upon acceptance of the conditions contained herein by the Association and signifying acceptance thereof by signing a copy of this Resolution. In the event that the execution of this Resolution is not delivered to the Township within ten (10) days from receipt, it shall be deemed that the Association does not accept these conditions and the approval conditioned upon his, her or its acceptance is hereby revoked, and the aforementioned Association's request is considered to be denied for the reasons set forth above.

RESOLVED and **APPROVED** this 2nd day of February, 2023.

	BOARD OF SUPERVISORS OF LOWER PROVIDENCE TOWNSHIP
ATTEST:	
	By:
E.J. Mentry, Secretary	Cara Coless, Chair

ACCEPTANCE OF CONDITIONS:

The Providence Greene Home Owners' Association, the Applicant for the above referenced request related to the development known as Providence Green, Lower Providence Township does hereby acknowledge and accept the conditions set forth in the Approval Resolution issued by the Board of Supervisors of Lower Providence Township and accept the conditions contained herein as recited above.

Witness:	Applicant: Providence Greene Home Owners' Association
Name:	Name:
Title:	Title:
Date:	Date:

LOWER PROVIDENCE TOWNSHIP

RESOLUTION FOR AMENDED PRELIMINARY LAND DEVELOPMENT PLAN APPROVAL

RESOLUTION NO. 2023-11

WHEREAS, Audubon Land Development (hereinafter referred to as "Applicant") has submitted an application for Amended Preliminary and Final Major Land Development approval of Phase II of Audubon Square 5, which would: expand Building 5 from 27,760 square feet to 144,000 square feet for use as a self-storage facility, expand Building 1 from 15,900 square feet to 21,000 square feet for use as retail, add Building 10 with existing 21,340 square feet to the plan, add new Building 8 for a 2,661 Restaurant and a 3,739 square foot Retail Use, and add Building 9 for a 7,350 square foot Restaurant Use (hereinafter referred to as the "Project") for the property at or near S. Trooper Road and Eisenhower Boulevard, fronting Trooper Road just South of Forge Avenue, Lower Providence Township, Montgomery County (hereinafter collectively referred to as the "Property" or "Properties"), as set forth in a 68-sheet set of plans entitled "Audubon Square 5" prepared by Bursich Associates, Inc., of Pottstown, Pennsylvania, dated June 13, 2018, last revised December 7, 2022 (hereinafter collectively referred to as "Plans"); and

WHEREAS, the Plans propose to develop the Property as set forth above, along with grading, utilities, landscaping, lighting, stormwater management facilities, and erosion control, as further depicted on the Plans; and

WHEREAS, the Township Engineer has issued a review letter dated January 11, 2023 and the Township Traffic Engineer has issued a review letter dated December 23, 2022 (collectively, {01573937;V1}1

"Engineering Review Letters"); and

WHEREAS, the Lower Providence Board of Supervisors has previously issued Preliminary and Final Major Land Development approval for the Property via Resolution 2018-03;

WHEREAS, the Lower Providence Planning Commission issued review comments dated

October 26, 2022; and

WHEREAS, the Board of Supervisors of Lower Providence Township (hereinafter referred to as "Board") is prepared to grant conditional approval of Applicant's Amended Preliminary and Final Major Land Development Application, subject to certain conditions.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Board of Supervisors of Lower Providence Township this 2nd day of February, 2023, that said application for Amended Preliminary and Final Major Land Development Plan Approval is GRANTED, subject to the following conditions:

- Plans: The Board grants approval subject to the conditions described herein, to the Plans
 prepared by prepared by Bursich Associates, Inc. dated June 13, 2018 and last revised December
 7, 2022.
- 2. **Zoning Ordinance**. The Application is granted subject to the condition that Applicant obtain any and all necessary zoning relief and/or permits prior to commencing construction.
- 3. Required Permits and Outside Agency Approvals. The Applicant or its successors or assigns shall provide evidence of securing the following permits or approvals where needed:
 - a. Sanitary Sewer Permits from the Lower Providence Township Sewer Authority.
 - b. Approved DEP Land Planning Module/Waiver.

- c. Receipt of Montgomery County Conservation District Adequacy Letter.
- d. NPDES Permit for Construction Activity.
- e. Approval of PA American Water or Audubon Water Company, as applicable.
- f. PennDOT Highway Occupancy Permit and/or Montgomery County Roads & Bridge Highway Occupancy Permit, if required.
- g. Building permits, construction permits, road opening permits, electrical permits. grading permits from Lower Providence Township, as applicable.
- h. Shop drawings for all materials associated with water, sanitary sewer and/or storm sewer utilities shall be submitted, reviewed and approved by the Township Engineer prior to commencement of construction.

4. Conditions of Amended Preliminary and Final Land Development Approval.

Amended Preliminary and Final Land Development Plan Approval is GRANTED subject to the following conditions:

- a. Applicant shall comply with the provisions of the review letter of the Township Engineer, Woodrow & Associates, dated January 11, 2023 (or the latest revision thereof).
- b. Applicant shall comply with the provisions of the review letter of the Township

 Traffic Engineer, McMahon, dated December 23, 2022 (or the latest revision
 thereof). The Applicant shall pay a traffic impact fee of \$23,514.78
- Applicant shall comply with the provisions of the Lower Providence Planning
 Commission comments letter dated October 26, 2022.

- d. Applicant shall comply with the review comments of the Lower Providence Chief
 of Police dated September 26, 2022 (or the latest revision thereof).
- e. Applicant shall comply with the review comments of the Lower Providence Fire Marshal dated January 13, 2023 (or the latest revision thereof).
- f. Applicant shall provide "will serve" letters or other evidence that the premises are to be served by public water and sewer and shall submit signed agreements to the Township.
- g. All outstanding Township fees associated with the review and approval of the foresaid plan shall be paid in full prior to the recording of the final plan.
- h. Prior to plan recording, the Applicant shall verify that there are no existing easements, deed restrictions or covenants that would affect the proposed development.
- i. Applicant agrees to submit a final plan to Lower Providence Township and the Lower Providence Township Engineer for review and approval prior to recording. This plan shall indicate compliance with all conditions set forth in this Resolution and all Engineer review comments including those contained in the Woodrow & Associates and McMahon Associates, Inc., Engineering Review Letters (or the latest revision thereof).
- j. Prior to recording of the final plan, the Applicant shall provide the following executed agreements for recording in a form acceptable to the Township Solicitor, each of which shall be recorded concurrently with the final record plans:

- i. Land Development Agreement. Applicant shall enter into a Land
 Development Agreement with the Township.
- ii. Escrow Agreement. Applicant shall enter into an Escrow Agreement and shall post adequate securities in order to construct public improvements, as determined by the Township Engineer.
- iii. Stormwater Operation and Maintenance Agreement. Applicant shall enter into a Stormwater Operations and Maintenance Agreement, in a form acceptable to the Township Solicitor, which provides ongoing maintenance obligations for the Stormwater Management BMPs for the lot owners or Home Owners' Association, as applicable. Facilities, areas or structures used as Stormwater Management BMPs shall be enumerated as permanent real estate appurtenances and encumbered by the Applicant as deed restrictions or conservation easements that run with the land. The ownership and maintenance of these Stormwater Management BMPs shall be the responsibility of the individual Lot Owners and their heirs, successors or assigns.
- iv. Easement Agreements. Applicant shall provide all required Easement Agreements.
- k. The Applicant shall, within ninety (90) days from the date of Final Land
 Development Approval, if requested by Applicant and approved by the Board of
 Supervisors, submit final Mylars and papers to the Township for signature and
 recording at the Montgomery County Recorder of Deeds. There shall be one (1)

electronic and five (5) papers submitted. Following release and recording of the record plan, the Applicant shall notify the Township Manager and the Township Solicitor in writing of the plan book, page number and date of recording by the Montgomery County Recorder of Deeds.

- Applicant shall pay park and recreation fees in the amount of \$257,359.90
 (calculated as \$1.10/SF of Commercial, Retail and Restaurant Space, \$1.77/SF of Office Space, and \$0.76/SF of Warehouse Space). This fee shall be paid prior to recording of the final plan approval.
- m. Applicant shall attend a pre-construction meeting with the Township staff and appropriate consultants to be held prior to commencement of work.
- n. Prior to the development of each individual lot, the applicant shall apply to Lower Providence Township for a building permit. This shall include the submission of a grading plan showing the actual building footprint and driveway location.
- o. Construction shall not continue past the foundation stage until the owner/builder has submitted certification that the first floor and garage floor elevations of the proposed structure conform to the plans submitted with the grading permit application. The certification shall be submitted to the Township Engineer and shall be signed and sealed by the responsible registered professional land surveyor licensed in the Commonwealth of Pennsylvania.
- p. The applicant shall contact the Township Engineer to perform a final grading inspection prior to issuance of an occupancy permit.

- q. The applicant shall submit one (1) electronic and five (5) paper final as-built plans to the Township for review and approval prior to the issuance of an occupancy permit. This plan shall include stormwater management facilities.
- r. Dead street trees or trees within 100 feet of impervious surfaces must be replaced by the property owner within 6 months.
- s. Prior to the issuance of any Certificate of Occupancy or Use and Occupancy permit, Applicant, at is sole cost and expense, shall complete all steps necessary to dedicate any facilities proposed for dedication to the Township as set forth on the Record Plans, including but not limited to dedication of any rights-of-way.
- t. All administrative, legal and engineering expenses owed to the Township for plan review and/or planning services shall be paid in full by the Applicant prior to release of signed record plans.
- u. The Applicant shall comply in all respects with the rules, regulations and requirements of all governmental agencies and/or bodies having jurisdiction with respect to this Application and shall assume all costs, expense and responsibility in connection therewith, without any liability whatsoever on the part of the Township.

5. Waivers.

- a. Applicant is requesting, and the Board has approved, the following waivers of the Lower Providence Township Subdivision and Land Development Ordinance (hereinafter "SALDO" or "Ordinance"):
 - i. Section 123-31 Rights of Way, requiring that Applicant provide an {01573937;V1}7

Ultimate Right of Way on Rittenhouse Road. Applicant is requesting a waiver of this section of the ordinance with regard to Rittenhouse Road only, as future land development in the area will provide the required Right of Way at that time. Because of the nature of the Project and the future foreseeable development in the area, the Board of Supervisors has GRANTED this waiver from the Ordinance.

- ii. Section 123-32 Curbs and Storm Sewers, requiring the provision of curbs and storm sewers along Rittenhouse Road and Egypt Road.
 Applicant is requesting a waiver of this section of the ordinance with respect to Rittenhouse and Egypt Roads only, as future land development in the area will provide the appropriate curbs and storm sewers. Because of the nature of the Project and the future foreseeable development in the area, the Board of Supervisors has GRANTED this waiver from the Ordinance.
- iii. Section §123-33, which requires sidewalks to be constructed along
 Rittenhouse an Egypt Road. Applicant is requesting a waiver of this
 section of the ordinance with respect to Rittenhouse and Egypt Roads
 only, as future land development in the area will provide the appropriate
 sidewalks. Because of the nature of the Project and the future
 foreseeable development in the area, the Board of Supervisors has
 GRANTED this waiver from the Ordinance.
- iv. Section §123-36.(2)(d), which requires Access Drive C to be at least five {01573937;V1}8

- (5) feet from the property line. Applicant has requested a waiver of this section to allow Access Drive C (which will be extended to Eisenhower Road) to be closer than 5' from the property line at its intersection with Norris Hall Road. Based upon the existing conditions at the Property and the location of the proposed improvements, the Board has GRANTED this waiver from this section of the Ordinance.
- v. Section 123-37.C Parking, which requires parking lot islands to be landscaped. Applicant is seeking a waiver of this section of the Ordinance with respect to the parking lots north of Buildings 5, 6 and 7, as those areas are within the Transco Gas Pipeline easement, and plantings are not allowed. Applicant has provided required trees south of the easement along the edge of the easement. Because of the location of the easement and Applicant's provision of additional trees elsewhere, the Board has GRANTED this waiver from this section of the Ordinance.
- vi. Section 123-37.L(2)(a) Planting Strip, requiring a planting strip between Buildings 8 and 9. Applicant is requesting this waiver from the Ordinance because the area is too narrow to add a landscape median without losing a row of parking spaces which are needed for the businesses. Due to the scope of the Project and the need for parking, the Board of Supervisors has GRANTED this waiver from this section of the Ordinance.
- vii. Section 123-37.M(2)(b) Driveway Width, requiring Access Drive D to be 28 feet wide. Applicant is requesting a waiver of this section of the

Ordinance to allow Access Drive D to be 24 feet wide to match the existing width of this driveway. Based upon the existing conditions at the Property and the location of the proposed improvements, the Board has GRANTED this waiver from this section of the Ordinance.

- viii. Section 123-143 Land Use Design Manual, Section 1.1.4 Trails, requiring a 10 foot trail width. Applicant is requesting a waiver of this section of the Ordinance to construct the relocated trail along Access Drive C to match the previously constructed trail width of 8 feet. Based upon the existing conditions at the Property and the location of the proposed improvements, the Board has GRANTED this waiver from this section of the Ordinance.
- b. The waiver set forth herein are subject to the following conditions of approval:
 - Applicant shall ensure that Norris Hall Road will be extended to Access
 Road C in Phase 2 and to Egypt Road by 2024.
 - ii. The revised plan includes sit-down restaurants, rather than drive-thru restaurants.
 - iii. A post-construction traffic study shall be completed for the intersection of Avenue D and Forge Avenue within three (3) months of the issuance of final Use and Occupancy certificates of all buildings, and Applicant shall comply with all recommendations contained therein.
 - iv. All other conditions of the approval set forth in Resolution 2018-03 remain in full force and effect unless modified herein.

BE IT FURTHER RESOLVED by the Board of Supervisors of Lower Providence Township that this preliminary plan approval is further conditioned upon acceptance of the conditions contained herein by the Applicant and signifying acceptance thereof by signing a copy of this Resolution. In the event that the execution of this Resolution is not delivered to the Township within ten (10) days from receipt, it shall be deemed that the Applicant does not accept these conditions and approvals conditioned upon his or her acceptance are hereby revoked, and the aforementioned Applicant's plan is considered to be denied for the reasons set forth above.

RESOLVED and **APPROVED** this 2nd day of February, 2023.

ATTEST:	BOARD OF SUPERVISORS OF LOWER PROVIDENCE TOWNSHIP
	Ву:
E.J. Mentry, Secretary	Cara Coless, Chair

ACCEPTANCE OF CONDITIONS:

Audubon Land Development, the Applicant and record owner of located at or near S. Trooper Road and Eisenhower Boulevard, fronting Trooper Road just South of Forge Avenue, Lower Providence Township, Montgomery County, does hereby acknowledge and accept the Amended Preliminary and Final Major Land Development Plan Approval issued by the Board of Supervisors of Lower Providence Township and accept the conditions contained herein as recited above.

Witness:	Applicant: Audubon Land Development
Name:	Name:
Title:	Title:
Date:	Date:

LOWER PROVIDENCE TOWNSHIP

RESOLUTION FOR PRELIMINARY AND FINAL LAND DEVELOPMENT PLAN APPROVAL

RESOLUTION NO. 2023-12

WHEREAS, BrightView Landscaping (hereinafter referred to as "Applicant") has submitted an application for Preliminary and Final Major Land Development approval of a plan proposing the construction of ground mounted solar panels for charging the new electric fleet and the modernization of existing structures and the stormwater management facilities (hereinafter referred to as the "Project") for the property located at 400 N. Park Avenue, Lower Providence, Montgomery County, further identified as Montgomery County Tax Map Parcel Number 43-00-10543-00-7 (hereinafter referred to as the "Property"), as set forth in a 13-sheet set of plans prepared by RGS Associates of Lancaster, Pennsylvania, dated July 25, 2022 (hereinafter collectively referred to as "Plans"); and

WHEREAS, the Plans propose to develop the Property to demolish the existing structure which currently fronts along Park Avenue, replacing it with the electric vehicle charging canopy, in a phased approach, along with grading, utilities, landscaping, lighting, stormwater management facilities, and erosion control, as further depicted on the Plans; and

WHEREAS, the Township Engineer has issued a review letter dated August 10, 2022, the Township Traffic Engineer has issued a review letter dated January 10, 2023 and the Township Landscape Engineer has issued a review letter dated January 12, 2023 (collectively, "Engineering Review Letters"); and

WHEREAS, the Lower Providence Planning Commission issued review comments dated {01573989;V1}1

October 26, 2022; and

WHEREAS, the Montgomery County Planning Commission issued a review letter dated September 26, 2022; and

WHEREAS, the Lower Providence Zoning Hearing Board has issued a Decision dated November 28, 2022; and

WHEREAS, the Board of Supervisors of Lower Providence Township (hereinafter referred to as "Board") is prepared to grant conditional approval of Applicant's Preliminary and Final Major Land Development Application, subject to certain conditions.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Board of Supervisors of Lower Providence Township this 2nd day of February, 2023, that said application for Preliminary and Final Major Land Development Plan Approval is GRANTED, subject to the following conditions:

- Plans: The Board grants approval subject to the conditions described herein, to the Plans prepared by prepared by RGS Associates, dated July 25, 2022.
- Zoning Ordinance. The Application is granted subject to the condition that Applicant obtain any
 and all necessary zoning relief and/or permits prior to commencing construction. The
 Application is granted subject to the further condition that Applicant comply with the November
 28, 2022 Decision of the Lower Providence Township Zoning Hearing Board.
- 3. Required Permits and Outside Agency Approvals. The Applicant or its successors or assigns shall provide evidence of securing the following permits or approvals where needed:
 - a. Sanitary Sewer Permits from the Lower Providence Township Sewer Authority.
 - b. Approved DEP Land Planning Module/Waiver.

- c. Receipt of Montgomery County Conservation District Adequacy Letter.
- d. NPDES Permit for Construction Activity.
- e. Approval of PA American Water or Audubon Water Company, as applicable.
- f. PennDOT Highway Occupancy Permit and/or Montgomery County Roads & Bridge Highway Occupancy Permit, if required.
- g. Building permits, construction permits, road opening permits, electrical permits. grading permits from Lower Providence Township, as applicable.
- h. Shop drawings for all materials associated with water, sanitary sewer and/or storm sewer utilities shall be submitted, reviewed and approved by the Township Engineer prior to commencement of construction.

4. Conditions of Amended Preliminary and Final Land Development Approval.

Amended Preliminary and Final Land Development Plan Approval is GRANTED subject to the following conditions:

- a. Applicant shall comply with the provisions of the review letter of the Township Engineer, Woodrow & Associates, dated August 10, 2022 (or the latest revision thereof).
- b. Applicant shall comply with the provisions of the review letter of the Township Traffic Engineer, McMahon, dated January 10, 2023 (or the latest revision thereof). No traffic impact fee is due and owing at this time.
- c. Applicant shall comply with the provisions of the review letter of the Township

 Landscape Architect, Thomas Comitta Associates, Inc., dated January 12, 2023 (or

- the latest revision thereof).
- d. Applicant shall comply with the provisions of the Lower Providence Planning
 Commission comments letter dated October 26, 2022.
- e. Applicant shall comply with the provisions of the review letter of the
 Montgomery County Planning Commission dated September 26, 2022 (or the latest revision thereof).
- f. Applicant shall comply with the review comments of the Lower Providence Chief of Police dated August 15, 2022 (or the latest revision thereof).
- g. Applicant shall comply with the review comments of the Lower Providence Fire
 Marshal dated August 3, 2022 (or the latest revision thereof).
- h. Applicant shall comply with the Lower Providence Township Guide for Ground Mounted Solar Energy Systems.
- i. Applicant shall provide "will serve" letters or other evidence that the premises are to be served by public water and sewer and shall submit signed agreements to the Township.
- j. All outstanding Township fees associated with the review and approval of the foresaid plan shall be paid in full prior to the recording of the final plan.
- k. Prior to plan recording, the Applicant shall verify that there are no existing easements, deed restrictions or covenants that would affect the proposed development.
- Applicant agrees to submit a final plan to Lower Providence Township and the
 Lower Providence Township Engineer for review and approval prior to recording.

This plan shall indicate compliance with all conditions set forth in this Resolution and all Engineer review comments including those contained in the Woodrow & Associates and McMahon Associates, Inc., Engineering Review Letters (or the latest revision thereof).

- m. Prior to recording of the final plan, the Applicant shall provide the following executed agreements for recording in a form acceptable to the Township Solicitor, each of which shall be recorded concurrently with the final record plans:
 - i. Land Development Agreement. Applicant shall enter into a Land
 Development Agreement with the Township.
 - ii. Escrow Agreement. Applicant shall enter into an Escrow Agreement and shall post adequate securities in order to construct public improvements, as determined by the Township Engineer.
 - iii. Stormwater Operation and Maintenance Agreement. Applicant shall enter into a Stormwater Operations and Maintenance Agreement, in a form acceptable to the Township Solicitor, which provides ongoing maintenance obligations for the Stormwater Management BMPs for the lot owners or Home Owners' Association, as applicable. Facilities, areas or structures used as Stormwater Management BMPs shall be enumerated as permanent real estate appurtenances and encumbered by the Applicant as deed restrictions or conservation easements that run with the land. The ownership and maintenance of these Stormwater

- Management BMPs shall be the responsibility of the individual Lot

 Owners and their heirs, successors or assigns.
- iv. Easement Agreements. Applicant shall provide all required Easement Agreements.
- n. The Applicant shall, within ninety (90) days from the date of Final Land

 Development Approval, if requested by Applicant and approved by the Board of

 Supervisors, submit final Mylars and papers to the Township for signature and

 recording at the Montgomery County Recorder of Deeds. There shall be one (1)

 electronic and five (5) papers submitted. Following release and recording of the

 record plan, the Applicant shall notify the Township Manager and the Township

 Solicitor in writing of the plan book, page number and date of recording by the

 Montgomery County Recorder of Deeds.
- Applicant shall pay park and recreation fees in the amount of \$6,108.90
 (calculated as \$1.10/SF of additional building coverage). This fee shall be paid prior to recording of the final plan approval.
- p. Applicant shall attend a pre-construction meeting with the Township staff and appropriate consultants to be held prior to commencement of work.
- q. Prior to the development of each individual lot, the applicant shall apply to Lower Providence Township for a building permit. This shall include the submission of a grading plan showing the actual building footprint and driveway location.
- r. Construction shall not continue past the foundation stage until the

owner/builder has submitted certification that the first floor and garage floor elevations of the proposed structure conform to the plans submitted with the grading permit application. The certification shall be submitted to the Township Engineer and shall be signed and sealed by the responsible registered professional land surveyor licensed in the Commonwealth of Pennsylvania.

- s. The applicant shall contact the Township Engineer to perform a final grading inspection prior to issuance of an occupancy permit.
- t. The applicant shall submit one (1) electronic and five (5) paper final as-built plans to the Township for review and approval prior to the issuance of an occupancy permit. This plan shall include stormwater management facilities.
- Dead street trees or trees within 100 feet of impervious surfaces must be replaced by the property owner within 6 months.
- v. Prior to the issuance of any Certificate of Occupancy or Use and Occupancy permit, Applicant, at is sole cost and expense, shall complete all steps necessary to dedicate any facilities proposed for dedication to the Township as set forth on the Record Plans, including but not limited to dedication of any rights-of-way.
- w. All administrative, legal and engineering expenses owed to the Township for plan review and/or planning services shall be paid in full by the Applicant prior to release of signed record plans.
- x. The Applicant shall comply in all respects with the rules, regulations and requirements of all governmental agencies and/or bodies having jurisdiction with respect to this Application and shall assume all costs, expense and responsibility

in connection therewith, without any liability whatsoever on the part of the Township.

5. Waivers.

- a. Applicant is requesting, and the Board has approved, the following waivers of the Lower Providence Township Subdivision and Land Development Ordinance (hereinafter "SALDO" or "Ordinance"):
 - i. The Project will require certain public improvements to be constructed along Park Avenue. The scope of the required public improvements will be determined, in part, by PennDOT and, in part, by the Township.

 Applicant has requested a partial waiver of all public improvement requirements along Park Avenue to defer such installation until Phase II of the Project is completed. Given the scope of the Project, the Board of Supervisors has GRANTED this partial waiver of these requirements of the Ordinance, on the conditions that (1) landscape buffering is completed as soon as installation of the panels is complete and (2) the remaining public improvements are completed within two (2) years of the date of this approval resolution, regardless of the timing of the completion of Phase II of the Project.
- b. The waiver set forth herein are subject to the following conditions of approval:
 - Landscape buffering shall be completed as soon as installation of the panels is complete.
 - ii. All remaining public improvements shall be completed within two (2)

years of the date of this approval Resolution.

that this preliminary plan approval is further conditioned upon acceptance of the conditions contained herein by the Applicant and signifying acceptance thereof by signing a copy of this Resolution. In the event that the execution of this Resolution is not delivered to the Township within ten (10) days from receipt, it shall be deemed that the Applicant does not accept these conditions and approvals conditioned upon his or her acceptance are hereby revoked, and the aforementioned Applicant's plan is considered to be denied for the reasons set forth above.

RESOLVED and **APPROVED** this 2nd day of February, 2023.

	BOARD OF SUPERVISORS OF LOWER PROVIDENCE TOWNSHIP	
ATTEST:		
	By :	
F I Mentry Secretary	Cara Coless Chair	

ACCEPTANCE OF CONDITIONS:

BrightView Landscaping, the Applicant and record owner of located at 400 N. Park Avenue, Lower Providence Township, Montgomery County, Tax Parcel Number 43-00-10543-00-7 does hereby acknowledge and accept the Preliminary and Final Land Development Plan Approval issued by the Board of Supervisors of Lower Providence Township and accept the conditions contained herein as recited above.

Witness:	Applicant: BrightView Landscaping
Name:	Name:
Title:	Title:
Date:	Date:

LOWER PROVIDENCE TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION No. 2023-13

WHEREAS, Select Pizza Grill (hereinafter referred to as "Applicant") has submitted a request for waiver of the Land Development Review and Approval process for a project involving the construction of an addition defined as Pergola No. 1 and Pergola No. 2 and associated modifications to the parking areas (hereinafter referred to as the "Project") on property located at 711 S. Trooper Road, Norristown, Montgomery County, Pennsylvania, further identified as Montgomery County Tax Parcel Number 43-00-03555-07-4 (hereinafter referred to as the "Property"), whereon an existing commercial building is constructed; and

WHEREAS, the Project will result in no increase in impervious coverage;

WHEREAS, Applicant will apply for and obtain any and all necessary demolition, building or other required permits related to the Project and will be subject to any and all fees and inspections required through the permitting process; and

WHEREAS, Township staff and the Township Engineer have reviewed the Project and have determined that the Project is appropriate for a waiver of the land development review and approval process; and

WHEREAS, the Board of Supervisors of Lower Providence Township (hereinafter referred to as "Board") is prepared to grant approval of Applicant's request to waive the Land Development review and approval process, subject to certain conditions.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Board of Supervisors of Lower Providence Township this 2nd day of February, 2023, that said request for waiver of the Land Development review and approval process is GRANTED, subject to the {01573990;V1}1

following conditions:

1. <u>Plans:</u> Applicant shall submit any and all plans reasonably required by the Township to review the Project and issue all required permits.

2. <u>Conditions of Waiver of Land Development Review and Approval Process.</u>

Waiver of the Land Development Review and Approval Process is GRANTED subject to the following conditions:

- a. Applicant shall comply with the comments contained in the review letter of Woodrow Associates dated December 6, 2022 (or the latest revision thereof).
- b. If an electric permit is required, the Applicant shall consider installation of a 240vac / 50A circuit near a parking spot to support the later addition of a Level 2 EV charger.
- c. Applicant shall comply with all applicable statutes, codes or ordinances during the permitting and construction of the Project.
- d. Applicant shall apply for and obtain all demolition, building and other applicable permits related to the Project prior to commencement of any construction related to the Project.
- e. Applicant shall apply for and obtain a grading permit from the Township prior to commencement of any construction related to the Project.
- f. Applicant shall be subject to all applicable fees and inspections required by the Township.
- g. Prior to project completion, the Applicant shall submit five (5) sets of paper as-built plans, and an as-built file in PDF format, that have been reviewed and approved by the Township Engineer.
- h. Applicant shall pay all monies related to professional review or other fees to the Township prior to recording of the final plans.
- i. Applicant acknowledges that the Township's approval of the waiver request is based on Applicant's description and scope of the proposed project as depicted on the site plan prepared by Bursich Associates, dated November 1, 2022 as submitted to the Township to include indications of the location of the proposed pergolas and parking improvements. The Township reserves the right to revoke the approval of the waiver request in the event that the scope of the project deviates from the Applicant's proposal as described herein.
- 3. Waivers. Applicant is requesting, and the Board has approved, waivers from the

following provisions of the Lower Providence Township Subdivision and Land Development Ordinance (hereinafter referred to as the "SALDO"):

a. Chapter 123 – requiring that all proposed subdivisions and land development comply with the provisions and processes set forth in the SALDO. The Board has GRANTED this waiver from the SALDO due to the size and scope of the Project.

BE IT FURTHER RESOLVED by the Board of Supervisors of Lower Providence Township that this preliminary and final plan approval is further conditioned upon acceptance of the conditions contained herein by the Applicant and signifying acceptance thereof by signing a copy of this Resolution. In the event that the execution of this Resolution is not delivered to the Township within ten (10) days from receipt, it shall be deemed that the Applicant does not accept these conditions and approvals conditioned upon his or her acceptance are hereby revoked, and the aforementioned Applicant's plan is considered to be denied for the reasons set forth above.

RESOLVED and **APPROVED** this 2nd day of February, 2023.

ATTEST:	BOARD OF SUPERVISORS OF LOWER PROVIDENCE TOWNSHIP
	Ву:
E.J. Mentry, Secretary	Cara Coless Chair

ACCEPTANCE OF CONDITIONS:

Select Pizza Grill, the Applicant for the above referenced application related to Parcel No. 43-00-03555-07-4 located at 711 S. Trooper Road, Norristown, Lower Providence Township does hereby acknowledge and accept the waiver of Land Development Review and Approval Process issued by the Board of Supervisors of Lower Providence Township and accept the conditions contained herein as recited above.

Witness:	Applicant: Select Pizza Grill
Name:	Name:
Title:	
Date:	Date:



January 27, 2023

Mr. E.J. Mentry, Township Manager Lower Providence Township 100 Parklane Drive Eagleville, PA 19403

RE:

Engineer's Recommendation of Award

Ridge & Eagleville APS

McMahon Project Number: 823069.3A

Dear Mr. Mentry:

As requested, McMahon has reviewed bids received for the above referenced project. The bids were received on January 26, 2023 at 10:00 AM. Attached to this letter is the low bid proposal submitted by Lenni Electric Corporation. There were a total of five bids received. If you'd like more information on the other four bids, please let me know and I will be happy to send it to you.

Upon review, the low bid received is in order and acceptable and our office recommends that the governing body consider awarding the contract for the bid amount of **\$19,222.00** to Lenni Electric Corporation.

If you have any questions, concerns, or require additional information feel free to contact me at (215) 360-2125.

Sincerely,

Christopher Elsier

Traffic Signal and ITS Specialist

CC:

Joseph Chillano, Public Works Director

Cassey A. Moore, P.E. Mathew M. Kozsuch, P.E.

C. FORM OF PROPOSAL

FOR: RIDGE & EAGLEVILLE APS INSTALLATION

LOWER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PA

CONSTRUCTION NARRATIVE

This project involves the furnishing and installation of a six station APS system, six LED countdown modules in existing housings, five Type "B" push button poles with foundations and associated conduit to closest junction box at Ridge Pike & Eagleville Road/Parklane Drive. in Lower Providence Township, Montgomery County, Pennsylvania. The bid is item total based on the plans and specifications provided.

LINE ITEM BASE BID

The Base Bid involves the furnishing and installation of a six station APS system, six LED countdown modules in existing housings, five Type "B" push button poles including foundations and associated conduit to closest junction box at Ridge Pike & Eagleville Road/Parklane Drive.

The technical specifications provide two manufacturer options of acceptable brands of APS systems. The contractor shall provide one of the two manufacturer options for the price provided in the bid.

Contractor shall supply and install the following as per the specifications:

- New APS System (six stations)
- New LED countdown inserts (six total)
- New Type "B" push button pole with foundation (five total)
- Conduit/trench to closest junction box
- Controller cabinet modification needed is incidental to APS system installation

SCHEDULE OF PRICES

	Base Bid						
Item Number	Quantity	U/M	Description	Unit Price	Total Price		
0956-0790	1	EA	ACCESSIBLE PEDESTRIAN SYSTEM, THREE CROSSINGS	\$ 7055.00	\$ 7055.00		
0955-4133	6	EA	COUNDOWN PEDESTRIAN LED RETROFIT MODULE (16-INCH x 18- INCH)	\$ 490.00	\$ 2940.00		
0951-4022	6	EA	PEDESTRIAN STUB POLE, TYPE B	\$1265.00	\$ 7590,00		
0954-0012	55	LF	2 INCH CONDUIT	\$ 14.30	\$ 786.50		
0954-0151	35	LF	TRENCH AND BACKFILL, TYPE I	\$ 24.30	\$ 850.50		
				\$	\$		
Total Base Bid \$ 19, 122.00							

the right to waive any nonconformity with respect to any bid or any error with respect to the same, which does not constitute a substantial departure from the requirements herein set forth. The determination of whether an error or departure is of substance rests within the sole domain of the Township. Lower Providence Township also reserves the right to reduce, increase, delete or supplement items or quantities
from the low Bidder when making the award, without negotiating the total, unit price, or item with the low
Bidder.
SIGN Jammel M. Jul
TITLE President
FIRM NAME Lenni Electric Corporation
ADDRESS 1020 Andre w Drive West Chester, PA 19380

Lower Providence Township reserves the right to reject any and all bids. The Township, likewise, reserves

Lower Providence APS-Ridge & Eagleville

Extended Price Analysis

Reference Number	Description	Type UOM Qu	intity Extended Estimate	Lenni Electric Corporation	ARMOUR & SONS ELECTRIC, INC.	Charles A Higgins & Sons, Inc.	C.M. High Inc.	Carr and Duff, LLC	Average
Bid Price Ratio				100%	84.67%	82.83%	52.09%	38.45%	
Total Extended				\$19,222.00	\$22,700.00	\$23,205.50	\$36,900.00	\$49,985.00	
Default Item Group				\$19,222.00	\$22,700.00	\$23,205.50	\$36,900.00	\$49,985.00	
0951-4022	PEDESTRIAN STUB POLE, TYPE B	Base EA	6	\$7,590.00	\$9,900.00	\$11,724.00	\$18,000.00	\$23,100.00	\$14,062.80
0954-0012	2 INCH CONDUIT	Base LF	55	\$786.50	\$550.00	\$522.50	\$825.00	\$660.00	\$668.80
0954-0151	TRENCH AND BACKFILL, TYPE I	Base LF	35	\$850.50	\$1,750.00	\$1,050.00	\$1,050.00	\$525.00	\$1,045.10
0955-4133	COUNTDOWN PEDESTRIAN LED RETROFIT MODULE (16-INCH X 18-INCH) ACCESSIBLE PEDESTRIAN SIGNALS, THREE	Base EA	6	\$2,940.00	\$1,500.00	\$2,889.00	\$2,400.00	\$16,200.00	\$5,185.80
0956-0790	CROSSINGS	Base EA	1	\$7,055.00	\$9,000.00	\$7,020.00	\$14,625.00	\$9,500.00	\$9,440.00

LOWER PROVIDENCE TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION #2023-14

WHEREAS, Lower Providence Township is a municipality located in the County of Montgomery, Commonwealth of Pennsylvania and is organized pursuant to the Second Class Township Code; and

WHEREAS, as part of its SR 4004 MTF project involving the intersection of Park Avenue (SR 4004), Eagleville Road (SR 4006), and Crawford Road (T-324), Lower Providence Township is installing a stormwater management system to remove the stormwater safely from the roadway; and

WHEREAS, upon completion of construction, Lower Providence Township and PennDOT have agreed to jointly operate and maintain the completed stormwater management system; and

WHEREAS, PennDOT is requesting that Lower Providence Township enter into the attached Stormwater Management System Installation and Maintenance Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Lower Providence Township that the Chair of the Board of Supervisors is authorized and directed to sign the attached Stormwater Management System Installation and Maintenance Agreement on behalf of Lower Providence Township and that the Township Manager is authorized and directed to attest the Agreement.

RESOLVED and **ADOPTED** this 2nd day of February 2023.

	PROVIDENCE TOWNSHIP
ATTEST:	
	D _{vv}
E.J. Mentry, Township Manager/Secretary	By: Cara Coless, Chair

BOARD OF SUPERVISORS OF LOWER

EFFECTIVE DATE:	:		 	
				_

(PennDOT will insert)

COUNTY(IES): Montgomery AGREEMENT NO.:

PROJECT SHORT TITLE: Park Ave Improvements FEDERAL I.D. NO.: 23-6000402 PROJECT (SR & SEC.): 4004 MTF SAP VENDOR NO.: 138722

MPMS NO.: 105077

STORM WATER MANAGEMENT SYSTEM INSTALLATION AND MAINTENANCE AGREEMENT

This Storm Water Management System Installation and Maintenance Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PennDOT"),

and

Lower Providence Township, a political subdivision located in Montgomery County, duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials ("Municipality").

Background

Municipality is designing and constructing a highway project, which will benefit both Municipality and PennDOT. During the construction of the project, Municipality is installing a storm water management system to remove the storm water safely from the roadway. Upon the completion of construction, the Municipality and PennDOT has agreed to jointly operate and maintain the completed storm water management system.

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

1. Description and Location. Municipality shall design and construct a highway project, with its own forces or by contract, involving improvements identified in PennDOT's files as SR 4004, Section MTF (the "Project") which will benefit both Municipality and PennDOT. The Project includes a storm water management system ("System") at the following location(s). The locations are termed the "Entry Area."

County	State Route	Beginning Segment/Offset	Ending Segment/Offset
Montgomery	4004	0050/0202	0050/1902

The System is being installed to remove the storm water safely from the roadway and the designs of SR 4004 Park Avenue and SR 4006 Eagleville Road include the installation of drainage systems to safely convey the runoff from the roadway to the nearby receiving streams. To maintain the integrity of the streams, stormwater control measures (SCMs) will be installed to provide volume, rate, and water quality benefits for the roadway runoff. The SCMs are designed in accordance with the Chapter 102 regulations and are permitted under NPDES Permit No. PAC460503 issued on November 24, 2020 by the Montgomery County Conservation District. Drainage system design along Crawford Road (T-324) includes installation of drainage systems to safely convey the runoff from the township roadway. Township road facilities will be owned and maintained but the Township.

2. Design and Construction.

- a. Work to Conform to PennDOT Highway Policy and Specifications. Project design, construction, and maintenance shall be in accordance with PennDOT's plans, policies, procedures, criteria, and specifications, including the most current versions of PennDOT Publication No. 70M, Guidelines for Design of Local Roads and Streets; PennDOT Design Manuals (Publication Nos. 10, 10A, 13M, 14M, 15M, 16M, and 24); PennDOT Policy Letters; PennDOT Form No. 442, Bureau of Design Specifications for Consultant Agreements, Division I; and PennDOT Publication No. 408, Specifications, its supplements and amendments.
- b. Notice and Inspection. Municipality shall notify the PennDOT before construction and invite the PennDOT to observe and inspect the Project components to be jointly maintained.
- c. Notice of Completion. Upon completion of the Project by Municipality or its contractors and in accordance with its associated permits, Municipality shall provide the PennDOT with a set of as-built System plans ("System Plans").

3. Maintenance Requirements.

Maintenance and Inspection. Upon the completion of construction, the Municipality shall complete routine maintenance operations and PennDOT will complete visual site inspections and Condition Assessment Inspection as noted on the Maintenance /Inspection Responsibility Table (Exhibit A) and attached plans (Exhibit B), at its sole cost and expense, the completed System (including, but not limited to, post-construction controls, earth retainment systems, earth slopes, ditches, barrier fence, and drainage systems). The Municipality shall establish a formalized maintenance program, to be performed by contract or with its own forces, to insure an acceptable level of

physical integrity and operation consistent with original design standards. This maintenance program, established in accordance with standards determined to be acceptable by the PennDOT and any permit conditions, appropriate preventative maintenance (including a systematic record-keeping system and the means to handle notification and implementation of emergency repairs). The Municipality's obligation to operate and maintain the drainage facilities and the completed Project improvements includes maintaining vegetated and non-vegetated items like grass, shrubs, trees, rocks, and associated drainage. Maintenance also includes maintaining the number and condition of plantings and maintaining growth so required sight distance is not obstructed. The Municipality shall repair or replace dead trees or plants, mow and replace ground cover, perform herbicidal spraying, remove litter, and perform other work specified in this Agreement, its exhibits, and the referenced System Plans. If requested, copies of maintenance records shall be sent to PennDOT within ten (10) days of request.

- a. Standard of Care. The Municipality shall maintain the System in an acceptable manner, in accordance with applicable industry practices. Maintenance includes the work specified in this Agreement, its exhibits, the applicable project permits, and the referenced System Plans.
- b. Post-Construction Storm Water Controls. The Municipality shall perform routine maintenance on the post-construction storm water controls indicated on the Project as-built System Plans as part of the System. The Municipality shall comply with the long-term operation and maintenance requirements of the National Pollutant Discharge Elimination System ("NPDES") permit for the highway project, 25 Pa. Code Chapters 92 and 102, applicable law and regulations, and PennDOT policies related to post-construction storm water controls.
- c. Work to be of High Quality. The Municipality covenants and warrants: its work and labor pursuant to this Agreement shall be performed in a professional manner consistent with industry standards; prompt payment shall be made in full for labor and materials used in the work; the materials and labor shall conform to PennDOT's policy and specifications; System Plans (as approved or as modified and approved) and work shall be subject to PennDOT's inspection and approval. If materials or labor destined for use or used within the state highway right-of-way are rejected by PennDOT as defective, unsuitable, or otherwise contrary to approvals, then those materials shall be removed and replaced with other approved materials; and the labor shall be performed anew to PennDOT's satisfaction and approval, at the Municipality's cost and expense.

- d. Project Documents. The Municipality shall provide PennDOT executed copies of contracts between the Municipality and others for duties assigned or work contracted. The Municipality shall provide Project documents requested by PennDOT (including documents related to compliance with federal, state, and local laws, regulations, and ordinances) within seven (7) calendar days of PennDOT's request. The Municipality shall ensure contractors performing work authorized by this Agreement strictly abide by this Agreement, its exhibits, and referenced System Plans. If the Municipality requires changes to approved System Plans, it shall submit new System Plans showing the changes to PennDOT for approval.
- e. Post-Construction Inspection. The Municipality shall permit PennDOT representatives to inspect the drainage facility, at times and locations PennDOT chooses. If access to the drainage facility is restricted by key, access badge, or otherwise, PennDOT shall either retain a copy (if PennDOT installs) or the Municipality shall provide a copy of the key, access badge, or other access method to PennDOT when the lock is installed.
- f. Restoration Requirements. Right-of-way disturbed by the Municipality shall be restored using materials, design, and workmanship conforming with the policies and specifications named in this Agreement.
- g. PennDOT Maintenance. Upon completion of the Project, and except as stated in this Agreement, PennDOT shall resume its normal highway maintenance responsibilities required under the State Highway Law, and in accordance with PennDOT policies. This Agreement is not intended to enlarge, and shall not be construed as enlarging, PennDOT's obligations regarding state highway system maintenance and operation under the State Highway Law, Act of June 1, 1945, P.L. 1242, as amended, 36 P.S. § 670-101 et seq., or the Act of September 18, 1961, P.L. 1389, No. 615, as amended, 36 P.S. § 1758-101 et seq.

4. Permission to Use.

- a. Right-of-Entry Granted. PennDOT grants the Municipality, its employees, agents, representatives, and contractors, subject to this Agreement and PennDOT's supervision, a right to enter the Entry Area to complete its maintenance responsibilities under this Agreement.
- b. Notification Before Entry. The Municipality shall notify PennDOT at least forty-eight (48) hours before beginning work in the Entry Area.
- c. Access to Work Site. Access to the Entry Area is only allowed as designated in this Agreement, its Exhibits, and referenced System Plans. Access is only

granted from existing access points along the travelled way of the highway or those agreed by the parties. The Municipality, its employees, agents, representatives, and contractors shall not interfere with PennDOT operations.

d. Access to the Property of Others. This Agreement shall not be considered authorization to the Municipality or its contractors to encroach on the property of others. If the Municipality must enter upon land outside PennDOT's right-of-way owned by a third party, the Municipality shall, at its own expense, secure the necessary authorization, release, or right of entry. The Municipality shall provide evidence of permission to enter upon an abutting or adjoining property owner's land, if requested by PennDOT.

5. Safety Requirements.

- a. Work Zone Requirements. Work requiring personnel or vehicles on highway shoulders shall comply with the work zone traffic control requirements of the Manual of Traffic Control Devices ("MUTCD") and PennDOT Publication 213, plus additional special work zone provisions PennDOT requires. Failure to comply with these requirements shall be cause for immediate suspension of work until proper traffic controls are provided.
- b. No Impediments to Traffic. The Municipality shall not impede traffic on the highway. No work or staging is allowed within the travelled way. Staging is allowed within highway shoulder areas only with PennDOT's prior, written consent.

6. Failure to Maintain.

a. Notice of Deficiency. If PennDOT determines the System is not in a state of good condition (including, but not limited to, the Project components, drainage systems, and post-construction storm water controls), PennDOT shall notify the Municipality in writing. The Municipality shall begin necessary work within five (5) calendar days of receipt of PennDOT's notice for items it does not dispute and notify PennDOT in writing of items it does dispute. The parties shall promptly communicate and meet to resolve disputed items. The Municipality shall pay the cost to repair the damages. The Municipality shall complete the undisputed work as promptly as reasonably possible but in no event later than forty-five (45) calendar days after written notice is received by the Municipality. The Municipality may request an additional cure period to address deficiencies identified by PennDOT. Approval of a cure period request, including extensions, is at PennDOT's discretion and shall not be unreasonably withheld. If a municipal ordinance makes adjacent property owners financially

- responsible for the cost of the work, nothing shall prevent the Municipality from seeking reimbursement from them.
- b. Work and Bill. If, after notice, the Municipality fails to repair the deficiency within a reasonable time, PennDOT may repair, subject to reimbursement by the Municipality of the actual cost, the Project components or other aspects of the System not maintained in a condition reasonably satisfactory to PennDOT. PennDOT shall provide written notice no less than sixty (60) days before correcting the deficiency. The Municipality shall reimburse PennDOT for the total cost of maintenance to the System made by PennDOT.
- c. Liquid Fuels Funds. If, after written notice by PennDOT to the Municipality required by subsections a and b above, the Municipality shall fail to perform any of these items, conditions, and provisions of this Agreement, the Municipality, subject to thirty (30) days' prior written notice by PennDOT to the Municipality of such default, authorizes PennDOT to withhold so much of the Municipality's Liquid Fuels Tax Fund allocation as may be needed to complete any necessary work and to reimburse PennDOT in full for all reasonable costs due thereof; and the Municipality does hereby and herewith authorize PennDOT to withhold such amount and to apply such funds, or portion thereof, to remedy the default described in subsections a and b above.
- d. Dispute Resolution. The requirement that the Municipality correct deficiencies within forty-five (45) days shall be temporarily stayed, if the Municipality timely contests PennDOT's findings in writing. If the Municipality contests the deficiencies it shall have thirty (30) days to reach a written understanding with PennDOT. If the parties do not reach a written understanding, they may select a civil engineer licensed by the Commonwealth who has substantial experience as an engineer specializing in roadway design or storm water to mediate the dispute. The engineer chosen may not be under an existing contract with either party. To the extent permitted by law, all documents, discussions, and representations made in the dispute resolution process shall be confidential and considered part of confidential compromise negotiations under Pennsylvania Rule of Evidence Rule 408, Pa.R.E. 408 (relating to confidential mediation communications and documents). No confidential documents, discussions, or representations shall be used or introduced in a legal proceeding.

7. Cost Responsibilities.

a. Additional Payments. The cost of changes or field modifications required by the permitting agencies beyond the scope of this Agreement shall be

paid by the Municipality. Extra work performed by Municipality's contractor shall be paid per the appropriate sections of PennDOT's Specifications (Publication 408, as amended and supplemented), covering additional work, extra work, and extra work on a force account basis.

- b. Available Funds. The Municipality, by executing this Agreement, certifies it has on hand or shall acquire sufficient funds to meet its obligations (including maintenance after completion).
- c. Enforcement Costs. The Municipality shall reimburse PennDOT for expenses, attorneys' fees, or costs incurred in the enforcement of this Agreement within thirty (30) calendar days after receiving written notice PennDOT has incurred them.
- 8. Additional Improvements. PennDOT must approve additional installation of Municipality-owned improvements within the System area or that drain to the System area, other than what is shown in the System Plans, prior to the establishment or installation of the additional improvements. Such approval shall be in writing and in a form to be determined by PennDOT. PennDOT must approve the designs to ensure that the installations do not interfere with the operation of the System. The Municipality shall be responsible for any structural damage to the additional improvements and any structural damage to the original basin caused by the additional improvements. The Municipality shall not approve any development plans or storm water plans that result in a discharge to the System.

9. Indemnification.

In General. The Municipality (including its employees, officers, and agents) shall pay PennDOT (including its employees, officers, and agents) for a loss of PennDOT's caused by the Municipality's negligence or intentional misconduct. The Municipality need not pay to the extent the loss was caused by PennDOT's negligence or intentional misconduct. A loss means settlements, fines, damages, injunctive relief, compensation, decreases in property value, and expenses for defending against a claim (including fees for legal counsel, expert witnesses, and other advisers) that PennDOT is legally responsible for or pays in any form. A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or other theory of recovery; and includes incidental, direct, and consequential damages. Mere allegations shall not establish an event has been caused by PennDOT's negligence or intentional misconduct; an event shall not be deemed caused by PennDOT's negligence or intentional misconduct unless the negligence or intentional misconduct shall have been finally proven in a court of law.

- b. No Waiver of Immunity. This Section shall not be construed to limit the Municipality in asserting rights or defenses under the Political Subdivision Tort Claims Act, 42 Pa. C.S. §§ 8541-8564.
- c. Applicability. Use under this or another agreement or permit is intended to be a maintenance obligation under 42 Pa. C.S. § 8542(b)(6)(ii).
- d. The Municipality's Employees. The Municipality waives immunity from liability to PennDOT from damages, contribution, or indemnity provided by Section 303 of the Worker's Compensation Act, Act of June 2, 1915, P.L. 736, as amended, 77 P.S. § 481.
- e. PennDOT's Duty to Notify. PennDOT shall notify the Municipality promptly when PennDOT knows or should reasonably have known of a claim for a loss the Municipality might be obligated to pay. PennDOT's failure to give timely notice does not terminate the Municipality's obligation, except to the extent the failure prejudices the Municipality's ability to defend the claim or mitigate losses.
- f. Legal Defense of a Claim. PennDOT has control over defending a claim for a loss (including settling it), unless the Municipality elects to control the defense as described below, or PennDOT directs the Municipality to control the defense. Upon receiving notice of a claim for a loss, the Municipality may take control of the defense by notifying PennDOT. If the Municipality takes control, the Municipality may retain legal counsel, and PennDOT may retain its own legal counsel at its expense. The Municipality shall not settle litigation without PennDOT's written consent if the settlement imposes a penalty, non-monetary obligation, imposes limits on a PennDOT program or project, admits PennDOT's fault, or does not fully release PennDOT from liability.
- g. Good Faith. PennDOT and the Municipality shall cooperate with each other in good faith on a claim.
- h. No Exclusivity. PennDOT's rights under this section do not affect other rights PennDOT might have.
- i. Contractors and Subcontractors. The Municipality agrees to require its contractors and subcontractors to indemnify PennDOT for a loss of PennDOT's caused by that contractor or subcontractor's negligence or intentional misconduct and shall require its contractors and subcontractors to provide certificates of insurance, showing the contractors and

subcontractors are sufficiently insured to cover their indemnification responsibilities. These certificates of insurance shall name PennDOT as an additional insured. Contractor and subcontractor indemnification shall apply without regard to a limitation in insurance coverage.

- 10. Insurance. The Municipality shall name PennDOT as an additional insured on its general liability insurance policies to provide insurance coverage to the Commonwealth as stated in those policies.
- 11. Term and Termination.
 - a. Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect indefinitely, unless terminated. The Effective Date shall be the date this Agreement is fully executed by the Municipality and PennDOT and the approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, PennDOT will insert the Effective Date at the top of Page 1.
 - b. Termination for Convenience by PennDOT. PennDOT may terminate this Agreement, upon thirty (30) days' written notice by PennDOT (including, but not limited to, where PennDOT determines the Entry Area is needed for highway or other transportation purposes, or the Municipality's use of the Entry Area is inconsistent with the safe, efficient, and convenient movement of traffic). The Municipality's responsibilities under this Agreement, except those of liability (whether financial, in tort, or otherwise), shall terminate. PennDOT reserves the right to require the removal of any additional installations approved under Section 8 of this Agreement at the Municipality's sole expense.
 - c. Survival Section. The indemnification provisions of this Agreement shall survive termination or expiration.
 - d. Accrued Rights and Obligations. Termination of this Agreement shall not release either party from liability which, at the time of termination, has already accrued to the other party or which is attributable to a period before termination, nor preclude either party from pursuing rights and remedies it may have with respect to a breach of this Agreement.
- 12. Ordinances and Resolutions. The Municipality shall pass ordinances or resolutions necessary to accomplish the purposes of this Agreement.
- 13. Required Commonwealth Exhibits.

- a. Standard Provisions. The Municipality shall abide by the most current versions of the Contractor Integrity Provisions, Contractor Responsibility Provisions, the Commonwealth Nondiscrimination/Sexual Harassment Clause, and the Provisions Concerning the Americans with Disabilities Act, attached to this Agreement as Exhibits C, D, E, and F, respectively. The word "Contractor" used in these exhibits refers to the Municipality.
- b. Right-To-Know Law. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Municipality shall comply with, the clause entitled Contract Provisions Right to Know Law, attached as Exhibit G and made part of this Agreement. As used in the attached exhibit, the term "Contractor" refers to the Municipality.

14. General Provisions.

- a. Choice of Law. This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflict of laws provisions) and the decisions of Pennsylvania courts. The Municipality consents to the jurisdiction of Commonwealth of Pennsylvania courts and federal courts in Pennsylvania, waiving claims or defenses that forum is not convenient or proper. Pennsylvania courts shall have in personam jurisdiction over the Municipality. The Municipality consents to service of process in a manner authorized by Pennsylvania law.
- b. Notice. Notices and reports arising out of, or from, this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, e-mail, or delivery in person. Except for payments made in accordance with this Agreement, notice shall be deemed given when received.

If to PennDOT:

Name: District Executive

Address: 7000 Geerdes Boulevard King of Prussia, PA 19406

Telephone: 610-205-6700

Email Address: lbelmonte@pa.gov

If to Municipality:

Name: E.J. Mentry, Township Manager

Address: 100 Parklane Drive

Eagleville, PA

Telephone: 610-539-8020

Email Address: ementry@lowerprovidence.org

A party may change its contact information by providing written notice to the other party.

- c. Amendments and Modifications. No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original Agreement.
- d. Titles Not Controlling. The section titles are for reference only, and shall not be used to construe the language in this Agreement.
- e. Severability. The provisions of this Agreement shall be severable. If a phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or the United States, or the laws of the Commonwealth, or its applicability to a government, agency, person, or circumstance is held invalid, the validity of the remainder of this Agreement and its applicability to a government, agency, person, or circumstance shall not be affected.
- f. No Waiver. Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party. Failure by either party to enforce its rights and remedies shall not be construed a waiver of a subsequent breach of the same or another term or condition of this Agreement.
- g. Independence of the Parties. It is understood by and between the parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Municipality and PennDOT, or as constituting PennDOT as the representative or general agent of the Municipality for any purpose whatsoever.
- h. Assignment. This Agreement may not be assigned by the Municipality, either in whole or in part, without PennDOT's written consent.
- i. Third-party Beneficiary Rights. This Agreement does not create or intend to confer rights in or on persons or entities not a party to this Agreement.

- j. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- k. Integration and Merger. This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing the terms and conditions agreed on by the parties. Representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made before or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by another term or provision of this Agreement. No conditions precedent to the performance of this Agreement exist, except as expressly set forth in this Agreement.

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

The parties have executed this Agreement to be effective the date of the last signature affixed below.

Attest:		MUNICIPALITY*	
BY Title:		BY Title:	 Date
*Please attach a resolution prov municipality, authority or othe dates.	viding p	proof of signature authority	
DO NOT WRITE BELOW T	THIS LII	NEFOR DEPARTMENT L	JSE ONLY
APPROVED AS TO LEGALITY AND FORM		IMONWEALTH OF PENN ARTMENT OF TRANSPOR	
BY	BY		
for Chief Counsel D	ate D	eputy Secretary	Date
BY Deputy General Counsel Da			
BY Deputy Attorney General Da			

Exhibit A

Stormwater Management Facilities Included in SR 4004 Section MTF Municipal Project, ECMS 105077, Lower Providence Township, Montgomery County

Maintenance / Inspection Responsibility Table

Feature	Туре	Location	Township	PennDOT	
			Responsibility	Responsibility	
Vegetated Swale #1	Vegetated Swale	SR 4004	RM per Pub. 888 Table	VSI and CAI per Pub	
			5.11.1	888 Chapter 3	
Vegetated Swale #2	Vegetated Swale	SR 4004	RM per Pub. 888 Table	VSI and CAI per Pub	
			5.11.1	888 Chapter 3	
Vegetated Swale #3	Vegetated Swale	SR 4004	RM per Pub. 888 Table	VSI and CAI per Pub	
			5.11.1	888 Chapter 3	
Vegetated Swale #4	Vegetated Swale	SR 4004	RM per Pub. 888 Table	VSI and CAI per Pub	
			5.11.1	888 Chapter 3	
Vegetated Swale #7	Vegetated Swale	SR 4004	RM per Pub. 888 Table	VSI and CAI per Pub	
			5.11.1	888 Chapter 3	
MRC Basin#2	Bioretention w/	SR 4004	RM per Pub. 888 Table	VSI and CAI per Pub	
	Underdrain		5.4.1	888 Chapter 3	
MRC Basin#1	Bioretention w/	SR 4004	RM per Pub. 888 Table	VSI and CAI per Pub	
	Underdrain		5.4.1	888 Chapter 3	
Rain Garden#1	Bioretention	SR 4004	RM per Pub. 888 Table	VSI and CAI per Pub	
			5.4.1	888 Chapter 3	
Sumped Inlets		SR 4004	RM per Pub 888 Table	VSI and CAI per Pub	
			6.4.1	888 Chapter 3	
Sumped Inlets		SR 4006	RM per Pub 888 Table	VSI and CAI per Pub	
			6.4.1	888 Chapter 3	

Features are as shown on the attached PCSWM Plans (Exhibit B). An M-80 from will be signed if needed to over-ride PCSWM Plan notes so that maintenance is completed to conform with PennDOT Publication 888, Stormwater Control Measure Maintenance Manual.

RM – Routine Maintenance

CAI – Condition Assessment Inspection

VSI - Visual Site Inspection

Soil Amendments #1 and #2 are less than 5,000 contiguous square feet and therefore are exempt from inspection.

GENERAL NOTES

- AN AREA SHALL BE CONSIDERED TO HAVE ACHIEVED FINAL STABILIZATION WHEN IT HAS A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION. CUT AND FILL SLOPES SHALL BE CAPABLE OF RESISTING FAILURE DUE TO SLUMPING, SLIDING, OR OTHER MOVEMENTS.
- THE PERMITTEE SHALL PROVIDE ENGINEERING CONSTRUCTION OVERSIGHT FOR THE PROPOSED VEGETATED SWALES, MANAGE RELEASE CONCEPT BASINS, AND RAIN GARDEN. A LICENSED PROFESSIONAL ENGINEER KNOWLEDGEABLE IN THE DESIGN AND CONSTRUCTION OF STORMWATER BMPs SHALL CONDUCT THE OVERSIGHT.
- CONTACT THE DESIGN ENGINEER AND THE LOCAL COUNTY CONSERVATION DISTRICT IF GROUNDWATER OR BEDROCK ARE ENCOUNTERED DURING THE INSTALLATION OF THE PROPOSED VEGETATED SWALES, MANAGE RELEASE CONCEPT BASINS, AND RAIN GARDEN.
- UPON FINAL STABILIZATION OF THE EARTH DISTURBANCE ACTIVITY UNDER PA CODE 102.22(A)(2) (RELATING TO PERMANENT STABILIZATION), AND INSTALLATION OF BMPs IN ACCORDANCE WITH AN APPROVED PLAN PREPARED AND IMPLEMENTED IN ACCORDANCE WITH PA CODE 102.4 AND 102.8 (RELATING TO EROSION AND SEDIMENT CONTROL REQUIREMENTS; AND PCSM REQUIREMENTS), THE PERMITTEE OR CO-PERMITTEE SHALL SUBMIT A NOTICE OF TERMINATION TO THE DEPARTMENT OR CONSERVATION DISTRICT.

THE NOTICE OF TERMINATION MUST INCLUDE:

- a. THE FACILITY NAME, ADDRESS, AND LOCATION.
- b. THE OPERATOR NAME AND ADDRESS.
- c. THE PERMIT NUMBER.
- d. THE REASON FOR THE PERMIT TERMINATION.
- e. IDENTIFICATION OF THE PERSONS RESPONSIBLE FOR LONG-TERM OPERATION AND MAINTENANCE OF THE PCSM BMPs IN ACCORDANCE WITH PA CODE 102.8(M) AND PROOF OF COMPLIANCE WITH PA CODE 102.8(M)(2).

PRIOR TO ACCEPTING THE NOTICE OF TERMINATION, THE DEPARTMENT AND/OR CONSERVATION DISTRICT STAFF WILL PERFORM A FINAL INSPECTION AND APPROVE OR DENY THE NOTICE OF TERMINATION.

- THE RESPONSIBLE PARTY FOR OPERATIONS AND MAINTENANCE SHALL REMOVE FROM THIS SITE, RECYCLE, OR DISPOSE OF ALL BUILDING MATERIALS AND WASTE IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET SEQ., 271.1 ET SEQ. THE RESPONSIBLE PARTY SHALL NOT ILLEGALLY BURY, DUMP, OR DISCHARGE ANY BUILDING MATERIAL OR WASTES AT THIS SITE. BUILDING MATERIALS AND WASTE MAY INCLUDE ASPHALT, CONCRETE, AND SOIL, AND DEBRIS FROM STORMWATER BMPs SUCH AS TRASH, PLASTICS, AND ORGANIC MATERIAL (i.e. TWIGS AND LEAVES).
- NO GEOLOGIC FORMATIONS OR SOIL CONDITIONS HAVING THE POTENTIAL TO CAUSE POLLUTION HAVE BEEN OBSERVED.
- THE PROJECT'S RECEIVING WATERCOURSES ARE MINE RUNE AND UNNAMED TRIBUTARY TO MINE RUN, WHICH HAVE A CHAPTER 93 DESIGNATION OF TSF-MF.

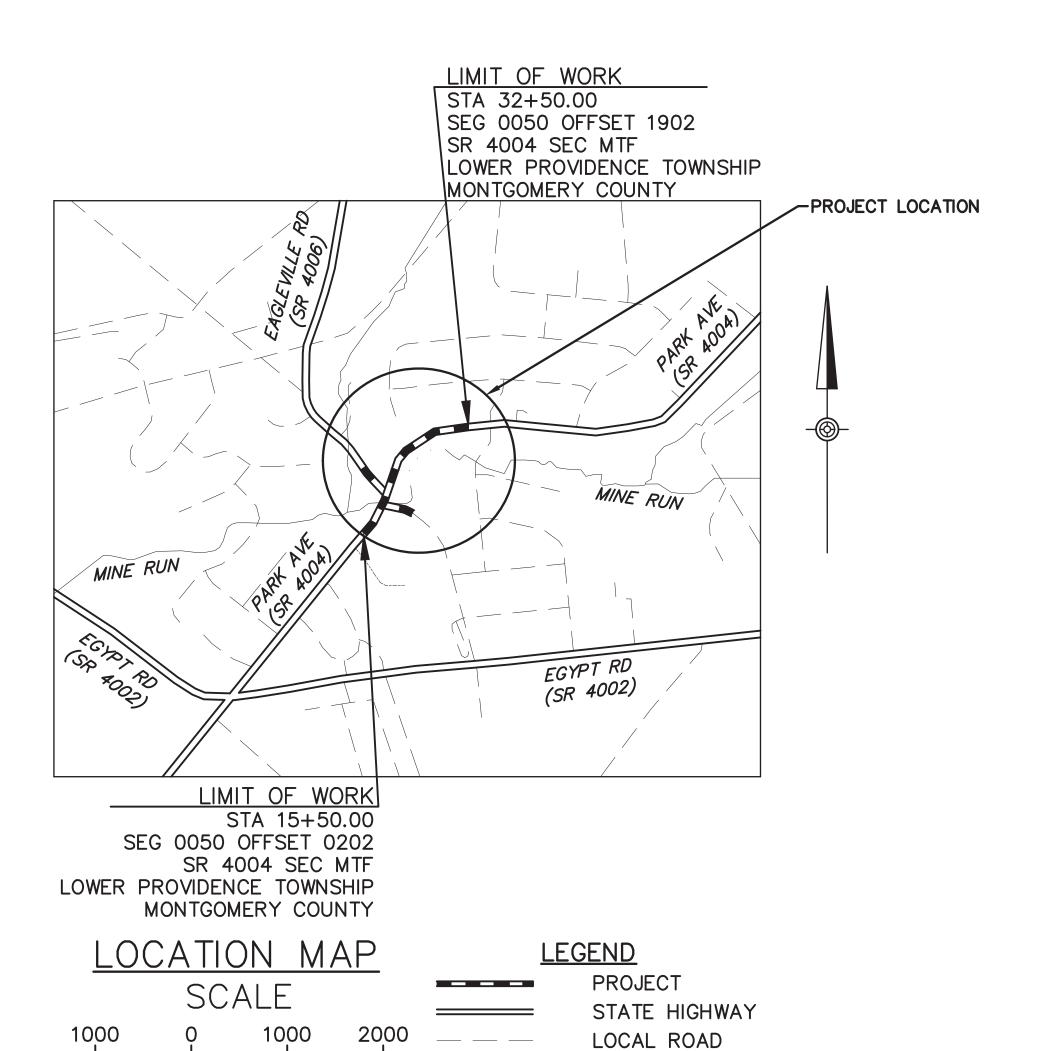
Exhibit B

POST CONSTRUCTION STORMWATER
MANAGEMENT PLAN
(SHEETS 1-18)

DISTRICT	COUNTY	ROUTE	SECTION	SI	HEET
6-0	MONTGOMERY SR 4004			1	OF 18
LOWER PROVIDENCE TOWNSHIP					
REVISION NUMBER	REVISI	REVISIONS			BY

SHEET INDEX

DESCRIPTION	SHEET
GENERAL NOTES	1
SEEDING & MULCHING NOTES	2-3
OPERATIONS AND MAINTENANCE NOTES	4
BMP AND CONSTRUCTION SEQUENCE	5-6
PLAN SHEETS	7-11
BMP DETAILS	12-18



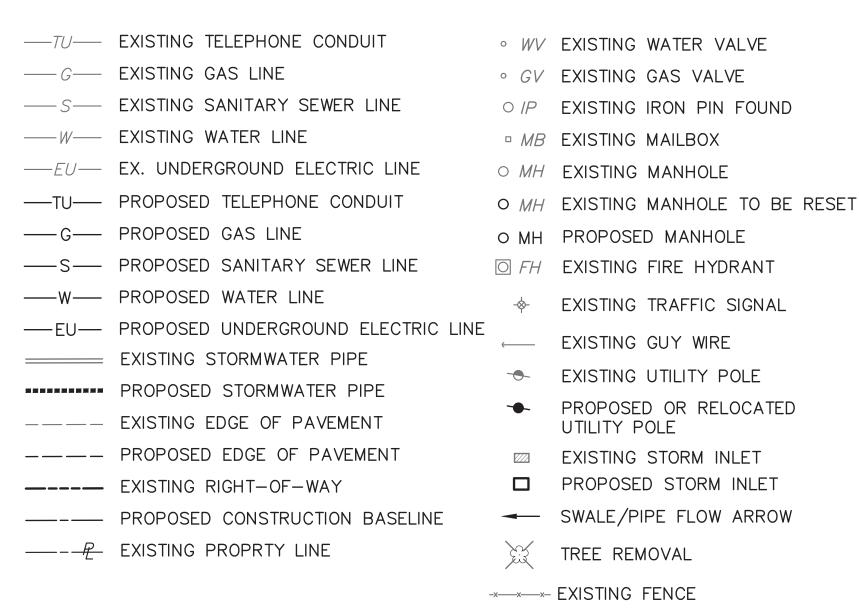
CREEK/RIVER

SYMBOL LEGEND

→ PROPOSED FENCE

----- DRAINAGE AREA

= PROPOSED DITCH LINE



AMENDED SOILS ROADWAY MAINTENANCE ACTIVITIES ROCK, CLASS AS INDICATED PERMANENT ROLLED EROSION CONTROL PRODUCT, TYPE 5A WATERS OF THE US CHAPTER 105 PERMIT LIMITS ——1260— FINAL 5 FOOT CONTOUR FINAL 1 FOOT CONTOUR -----1260----- EXISTING 5 FOOT CONTOUR EXISTING 1 FOOT CONTOUR ——— SOIL DELINEATION LINE LIMIT OF DISTURBANCE

■ NPDES ■ NPDES BOUNDARY/ WORK AREA

▲TP-RG# INFILTRATION TEST LOCATION

100 YEAR FLOODPLAIN

EXISTING HEAVY VEGETATION

PREPARED BY:
MCMAHON ASSOCIATES, INC.
840 SPRINGDALE DRIVE
EXTON, PA. 19341

PROFESSIONAL

PROFESSIONAL

ENGINEER

PROFINEER

DATE: 6/13/22

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN

SECTION 804 - SEEDING AND SOIL SUPPLEMENTS

		MIN	MINIMUM %		SEEDING DATE	
FORMULA AND SPECIES	% BY WEIGHT	PURITY	GERMINATION	MAX % WEED SEED	SEEDING RATE LB/1000 YD ²	
FORMULA B (MIX)					44.0 TOTAL	
PERENNIAL RYEGRASS MIXTURE (LOLIUM PERENNE). A COMBINATION OF IMPROVED CERTIFIED VARIETIES WITH NO ONE VARIETY EXCEEDING 50% OF THE TOTAL RYEGRASS COMPONENT.	20	97	90	0.10	8.5	
CREEPING RED FESCUE OR CHEWINGS FESCUE (FESTUCA RUBRA OR SSP COMMUTATE) (IMPROVED AND CERTIFIED)	30	97	85	0.10	12.5	
KENTUCKY BLUEGRASS MIXTURE (POA PRATENSIS). A COMBINATION OF IMPROVED CERTIFIED VARIETIES WITH NO ONE VARIETY EXCEEDING 50% OF THE TOTAL BLUEGRASS COMPONENT.	45	97	80	0.15	21.0	
ANNUAL RYEGRASS (LOLIUM MULTIFLORUM)	5	95	90	0.10	2.0	
FORMULA N (CONSERVATION MIX) HARD FESCUE MIXTURE (FESTUCA LONGIFOLIA). A COMBINATION OF IMPROVED CERTIFIED VARIETIES WITH NO ONE VARIETY EXCEEDING 50% OF THE TOTAL HARD FESCUE COMPONENT.	30	97	85	0.10	30.0 TOTAL 9.0	
CREEPING RED FESCUE (FESTUCA RUBRA) (IMPROVED AND CERTIFIED)	30	97	85	0.10	9.0	
LITTLE BLUESTEM (ANDROPOGON SCOPARIUS)	4	80	70	0.20	1.2	
CANADA WILD RYE (ELYMUS CANADEIS)	6	85	70	0.20	1.8	
VIRGINIA WILD RYE (ELYMUS VIRGINICUS)	4	85	70	0.20	1.2	
INDIANGRASS (SORGHASTRUM NUTANS)	3	85	70	0.20	0.9	
ANNUAL RYEGRASS (LOLIUM MULTIFLORUM)	10	95	90	0.10	3.0	
BLACK EYED SUSAN (RUDBECKIA HIRTA)	5	80	60	0.20	1.5	
NEW ENGLAND ASTER (SYMPHYOTRICHUM NOVAE-ANGLIE)	3	80	50	0.20	0.9	
OX-EYE SUNFLOWER (HELIOPSIS HELIANTHOIDES)	5	80	60	0.20	1.5	

NOTES:

1. INSTALL SEEDING AND SOIL SUPPLEMENTS - FORMULA B ON ALL SLOPES.

INSTALL SEEDING AND SOIL SUPPLEMENTS - FORMULA N ON BOTTOMS OF ALL RAIN GARDENS.

804.3 CONSTRUCTION

A. GENERAL. SPREAD SEEDS WHERE INDICATED AND AT THE RATES SPECIFIED IN TABLE A, OR AS OTHERWISE INDICATED. SPREAD SEEDS WITHIN THE FOLLOWING DATES, OR AS OTHERWISE INDICATED OR DIRECTED.

• FORMULA B -- MARCH 15 TO JUNE 1
AUGUST 1 TO OCTOBER 15

• FORMULA E -- MARCH 15 TO OCTOBER 15 • FORMULA N -- MARCH 15 TO OCTOBER 15

EXTEND SEEDING DATES WHERE PROJECT CONDITIONS WARRANT. APPLY FULL TREATMENT OR APPLY ONLY 50% OF THE PERMANENT SEEDING AND SOIL SUPPLEMENTS AND APPLY THE REMAINING 50% WITHIN THE NEXT SEEDING DATES, AS DIRECTED IN WRITING. USE TILLAGE AND SOIL SUPPLEMENTS BEFORE PERMANENT SEEDING ON TOPSOILED AREAS, WHERE TEMPORARY SEEDING OR MULCHING HAS BEEN APPLIED. THE CONTRACTOR MAY APPLY PERMANENT SEED AND/OR SOIL SUPPLEMENTS WITHOUT TILLING ON UNTOPSOILED AREAS, WHERE TEMPORARY SEEDING OR MULCHING HAS BEEN APPLIED.

- B. TILLAGE. ON TOPSOILED AREAS, 3:1 AND FLATTER, LOOSEN THE SURFACE TO A DEPTH OF AT LEAST 2 INCHES BY DISKING, HARROWING, OR OTHER ACCEPTABLE METHODS UNTIL THE TILLAGE IS SATISFACTORY. ON UNTOPSOILED AREAS, 3:1 AND FLATTER, TILL ONLY AS DIRECTED. ALSO, TILL OR SCARIFY AREAS IF THE SURFACE IS GLAZED OR CRUSTED. CORRECT SURFACE IRREGULARITIES BY FILLING DEPRESSIONS AND LEVELING ROUGH OR UNEVEN AREAS. REMOVE METAL OBJECTS, STONES LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER DEBRIS OR OBJECTS DEEMED DETRIMENTAL TO MAINTENANCE OPERATIONS.
- C. SOIL SUPPLEMENTS. PREPARE AREAS FOR SEEDING BY UNIFORMLY APPLYING SUPPLEMENTS, EXCEPT IN AREAS THAT WILL RECEIVE FORMULA E SEED. DOCUMENT BULK DELIVERY AS SPECIFIED IN SECTION 804.2(A)2. BLEND THE INITIAL SOIL SUPPLEMENTS INTO THE SOIL AT LEAST 2 INCHES, ON TOPSOILED AREAS, BY RAKING, DISKING, HARROWING, OR OTHER ACCEPTABLE METHODS. BLEND THE SUPPLEMENTS INTO THE SOIL DURING TILLAGE OPERATIONS. APPLY SLOW—RELEASE NITROGEN FERTILIZER TO THE SURFACE OF FORMULA B, D, L, W, AND S SEEDED AREAS BEFORE PROJECT COMPLETION. DO NOT APPLY SLOW—RELEASE NITROGEN FERTILIZER SUPPLEMENT TO FORMULA C SEEDED AREAS. APPLY SOIL SUPPLEMENTS AS FOLLOWS, UNLESS OTHERWISE INDICATED:

DISTRICT	COUNTY	ROUTE	SECTION	SH	HEET	
6-0	MONTGOMERY	SR 4004	MTF	2	OF 18	
LOWER PROVIDENCE TOWNSHIP						
REVISION NUMBER	REVISIONS			DATE	BY	

• PULVERIZED AGRICULTURAL LIMESTONE -- 800 LB/1000 YD2

• 10-20-20 ANALYSIS COMMERCIAL FERTILIZER -- 140 LB/1000 YD2

• 38-0-0 UREAFORM FERTILIZER -- 50 LB/1000 YD²

• 32-0-0 TO 38-0-0 SULFUR COATED UREA FERTILIZER -- 59 LB/1000 YD² TO 50 LB/1000 YD² AS

DIRECTED

• 31-0-0 IBDU FERTILIZER -- 61 LB/1000 YD2

-0-0 IBBO 1 EKTIEIZEK -- 01 EB/1000 TE

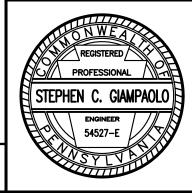
D. INOCULATING LEGUMES. INOCULATE LEGUMINOUS SEED, SUCH AS CROWNVETCH AND BIRDSFOOT TREFOIL, WITH PROPER CULTURES, ACCORDING TO THE MANUFACTURER'S DIRECTIONS. PROTECT INOCULATED SEED FROM PROLONGED EXPOSURE TO SUNLIGHT BEFORE SOWING. REINOCULATE SEED NOT SOWN WITHIN 24 HOURS. IF USING HYDRAULIC SEEDERS, USE INOCULANT FOUR TIMES THE MANUFACTURER'S RECOMMENDED RATE. IF INOCULATED SEED IS HELD IN A SLURRY WITH FERTILIZERS FOR MORE THAN 1 HOUR, REINOCULATE OR APPLY LEGUMES SEPARATELY.

- E. SEEDING. AT THE RATES SPECIFIED IN TABLE A, OR AS INDICATED SOW SEEDS UNIFORMLY ON THE PREPARED AREAS BY THE HELICOPTER, HYDRAULIC PLACEMENT, BROADCASTING, DRILLING, OR HAND SEEDING METHODS. INSPECT SEEDING EQUIPMENT AND ADJUST THE EQUIPMENT, IF REQUIRED, TO ENSURE THE SPECIFIED APPLICATION RATES. PERIODICALLY PERFORM A CHECK ON THE RATE AND UNIFORMITY OF APPLICATION, AS DIRECTED. PRIOR TO SEED APPLICATION OF EACH DESIGNATED SEED FORMULA, THOROUGHLY CLEAN—OUT SEED TANK BY RINSING WITH CLEAN WATER TO PREVENT CONTAMINATION FROM ONE SEED FORMULA TO THE NEXT. REPEAT RINSING CYCLE UNTIL TANK IS CLEAN. COLLECT ALL NON—APPLIED SEED DERIVED FROM EACH CLEAN—OUT EVENT AND REMOVE AS WASTE FROM THE PROJECT.
- F. ROLLING. AFTER SEEDING, ROLL TOPSOILED AREAS THAT ARE TO BE MOWED. USE A ROLLER WITH A WEIGHT NOT MORE THAN 65 POUNDS PER FOOT. IF SOIL IS WET OR FROZEN, ROLL ONLY WHEN DIRECTED.

804.3 CONSTRUCTION CONT'D

- G. MULCHING. APPLY AS SPECIFIED IN SECTION 805.3(A).
- H. HERBICIDES. APPLY HERBICIDES AS DIRECTED, TO AREAS THAT ARE TO BE MOWED AND WHERE WEED GROWTH IS PROMINENT. THE REPRESENTATIVE WILL DESIGNATE EXISTING PLANTS OR GROUPS OF PLANTS TO BE SAVED WITHIN THESE AREAS BEFORE HERBICIDE APPLICATION. IF DIRECTED, MORE THAN ONE APPLICATION MAY BE REQUIRED TO CONTROL UNDESIRABLE GROWTH. APPLY MATERIAL WITH APPLICATION PERSONNEL CERTIFIED BY THE DEPARTMENT OF AGRICULTURE AND WITH EQUIPMENT SPECIFIED IN SECTION 108.05(C).
- I. LIABILITY AND REJECTION. FINAL ACCEPTANCE OF SEEDING AND SOIL SUPPLEMENT MATERIALS AND INSTALLATION ARE SUBJECT TO THE RESULTS OF OFFICIAL SAMPLING AND TESTING AS SPECIFIED BEFORE USE AND INSTALLATION AND THE RESULTANT ESTABLISHMENT OF THE SPECIFIED VEGETATION. REMOVE NON—APPROVED MATERIALS FROM THE PROJECT.
- 1. LIABILITY. RESEED REJECTED AREAS WITH ADDITIONAL APPLICATIONS OF THE SPECIFIED SEED AND SOIL SUPPLEMENT MATERIALS. REDRESS SOIL SURFACES WHEN DIRECTED. PERFORM REAPPLICATION OF SEED AND SOIL SUPPLEMENTS WITHIN THE NEXT APPLICABLE SEEDING DATE IF NECESSARY OR AS DIRECTED. WHEN DIRECTED, RESEED AREAS DAMAGED BY HERBICIDE APPLICATIONS AND MOWING OPERATIONS. NOTE: RESEEDED AREAS WILL ALSO REQUIRE THE APPLICATION OF APPROPRIATE MULCH AS SPECIFIED IN SECTION 805.
- 2. REJECTION CRITERIA. SEEDED AREAS MAY BE REJECTED BASED ON THE LACK OF ACTUAL GRASS SEEDLING ESTABLISHMENT EXHIBITED IN THE AREA FOR THE SPECIFIED SEED FORMULA.
 - 2.A TABLE A SEED FORMULAS. TABLE A FORMULA SEEDED AREAS THAT EXHIBIT LESS THAN 70% SURFACE AREA COVERAGE WITH THE SPECIFIED GERMINATED GRASS SEEDLINGS AFTER 90 DAYS OF GROWTH MAY BE REJECTED UPON VISUAL INSPECTION. THE SEED GERMINATION AND GROWTH PERIOD IS DETERMINED FROM THE DATE OF THE SEEDING OPERATION FOR THE AREA WHEN THESE OPERATIONS ARE PERFORMED WITHIN THE SPECIFIED SEEDING DATES.
 - 2.B SPECIAL SEED FORMULAS. SPECIAL SEED FORMULA PLANTED AREAS (SEED MIXTURES NOT INDICATED IN TABLE A) MAY BE REJECTED BASED ON THE LACK OF THE SPECIFIED SEED GERMINATION AND GROWTH OF LESS THAN 9 SEEDLINGS/SQUARE YARD AFTER 120 DAYS OF GROWTH DETERMINED BY VISUAL INSPECTION. THE SEED GERMINATION AND GROWTH PERIOD IS DETERMINED FROM THE DATE OF THE SEEDING OPERATION OF THE AREA WHEN THESE OPERATIONS ARE PERFORMED WITHIN THE SPECIFIED SEEDING DATES.
 - 2.C ERODED AREAS. SEEDED AREAS EXHIBITING SOIL SURFACE EROSION RILLS OR GULLIES DEEPER THAN 1—INCH MAY BE REJECTED UPON VISUAL INSPECTION. REDRESS AND RESEED DESIGNATED ERODED AREAS WITH SPECIFIED MATERIALS AND APPLICATION RATES AS DIRECTED.

- J. MAINTENANCE. MAINTAIN GRASS AND LEGUME GROUND COVER AREAS, WITHIN THE GRADING LIMITS, UNTIL THE ENTIRE PROJECT HAS BEEN COMPLETED. MOW AS SPECIFIED IN SECTION 804.3(K). CONTROL ANY NOXIOUS WEED GROWTH FOUND WITHIN THE RIGHT OF WAY, BY HERBICIDE SPRAYING AND CUTTING. THESE PLANTS ARE DEFINED BY THE PENNSYLVANIA WEED CONTROL ACT OF 1982, P.L. 228, NO. 74 AND AS AMENDED BY FURTHER LEGISLATION. SUBMIT FOR APPROVAL, A SCHEDULE OF WORK AND LIST OF HERBICIDE MATERIAL TO BE USED BEFORE STARTING THIS OPERATION. IF A SLOPE FAILURE OCCURS ON A SLOPE PREVIOUSLY COMPLETED, AND REQUIRES FURTHER EXCAVATION AND REDRESSING TO REESTABLISH THE SLOPE, REAPPLY THE SEEDING AND SOIL SUPPLEMENT WORK AS SPECIFIED FOR THE ORIGINAL SLOPE.
- K. MOWING. MAINTAIN TURF GRASS AREAS WITHIN THE GRADING LIMITS, BY MOWING WITH APPROVED EQUIPMENT UNTIL THE ENTIRE PROJECT HAS BEEN COMPLETED. SUBMIT A PROPOSED SCHEDULE OF MOWING OPERATIONS THAT COVERS THE LENGTH OF THE CONSTRUCTION PROJECT FOR APPROVAL.
- 1. ROADSIDE TURF AREAS. TURF GRASS AREAS ESTABLISHED WITH FORMULA D REQUIRES A DIFFERENT DEGREE OF MOWING MAINTENANCE THAN AREAS ESTABLISHED WITH FORMULAS B AND L. THREE MOWING CYCLES PER YEAR, SCHEDULED BETWEEN APRIL AND OCTOBER, ARE ANTICIPATED FOR MOWING AREAS SEEDED WITH FORMULA D. THE NUMBER OF CYCLES MAY BE ADJUSTED BASED ON THE DEGREE OF TURF ESTABLISHMENT, PROJECT LENGTH, WEATHER CONDITIONS, OR OTHER FACTORS. CONSULT THE DISTRICT ROADSIDE MANAGER FOR SCHEDULE, SAFETY REQUIREMENTS, AND MOWING EQUIPMENT APPROVALS. SCHEDULE THE FIRST MOWING CYCLE EARLY IN THE GROWTH FLUSH PERIOD BEFORE ALL SEED HEADS HAVE EMERGED. SCHEDULE THE SECOND MOWING APPROXIMATELY 3 TO 4 WEEKS AFTER THE FIRST CUT TO REMOVE THE REMAINING SEED HEADS. SCHEDULE THE LAST MOWING CYCLE IN THE FALL, AS DIRECTED. DO NOT MOW GRASS SHORTER THAN 4 INCHES TO ALLOW A LOW GROWING, COMPETITIVE GROUND COVER. DO NOT MOW UNDER THE FOLLOWING CONDITIONS:
- WHEN SOIL AND GRASS BLADES ARE WET.
- DURING DROUGHT CONDITIONS, OR DURING SUMMER MONTHS WHEN THE TEMPERATURES ARE CONSISTENTLY OVER 90F, AND WHEN THE GRASS EXHIBITS DORMANCY.
- WITHIN 7 DAYS OF ANY SCHEDULED HERBICIDE APPLICATION OR 7 DAYS AFTER A HERBICIDE TREATMENT.
- 2. LAWN TURF AREAS. MAINTAIN FORMULAS B AND L TURF GRASS AREAS AT A DESIRED HEIGHT OF 2 INCHES. INITIATE MOWING OPERATIONS WHEN GRASS SEEDLINGS REACH A HEIGHT OF 3 INCHES. CONTINUE MOWING OPERATIONS DURING THE ACTIVE GROWING SEASON THROUGHOUT THE LENGTH OF THE PROJECT. FOLLOW THE NON—MOW REQUIREMENTS INDICATED FOR FORMULA D GRASS. MOW AT A NORMAL FREQUENCY WHEN THE GRASS REACHES THE 3—INCH HEIGHT, UNLESS DIRECTED OTHERWISE.



SECTION 805 - MULCHING

805.3 CONSTRUCTION

- A. MULCHING SEEDED AREAS. PLACE MULCH, OF THE TYPE INDICATED, IMMEDIATELY AFTER SEEDING OR WITHIN 48 HOURS AFTER SEEDING IS COMPLETED. UNLESS OTHERWISE INDICATED, PLACE ONLY STRAW OR WOOD FIBER OVER TOPSOILED AREAS. USE HAY, STRAW, OR WOOD FIBER IN OTHER AREAS, AS INDICATED OR SPECIFIED. PLACE HAY OR STRAW UNIFORMLY, IN A CONTINUOUS BLANKET, AT A MINIMUM RATE OF 1,200 POUNDS PER 1,000 SQUARE YARDS OR AS OTHERWISE INDICATED. IF DIRECTED, INCREASE THE RATE OF APPLICATION, DEPENDING UPON THE MATERIAL USED, SEASON, SOIL CONDITIONS, OR METHOD OF APPLICATION. AN ACCEPTABLE MECHANICAL BLOWER MAY BE USED TO APPLY MULCH. DO NOT USE MACHINES THAT CUT MULCH INTO SHORT PIECES. ANCHOR MULCH WITH SPECIFIED MULCH BINDERS APPLIED AT THE FOLLOWING RATES:
 - RECYCLED CELLULOSE FIBER--160 POUNDS PER 1,000 SQUARE YARDS
 - WOOD FIBER--160 POUNDS PER 1.000 SQUARE YARDS
 - NONASPHALTIC EMULSION -- AT MANUFACTURER'S RECOMMENDED RATE
 - POLYVINYL ACETATE -- AT MANUFACTURER'S RECOMMENDED RATE
 - RECYCLED CELLULOSE FIBER/WOOD FIBER MIXTURE--160 POUNDS PER 1,000 SQUARE YARDS

THE MULCH BINDER APPLICATION IS INCIDENTAL TO THE APPLICATION OF STRAW AND HAY MULCH. APPLY WOOD FIBER MULCH HYDRAULICALLY ACCORDING TO THE MANUFACTURER'S TANK—MIXING INSTRUCTIONS. IT MAY BE INCORPORATED AS AN INTEGRAL PART OF THE SLURRY AFTER THE SEED AND SOIL SUPPLEMENTS HAVE BEEN THOROUGHLY MIXED. APPLY UNIFORMLY AT THE RATE OF 320 POUNDS PER 1,000 SQUARE YARDS UNLESS OTHERWISE INDICATED. MULCH TEMPORARY SEEDED AREAS WITH HAY.

- 1. MEDIAN AREAS. ON SLOPES 6:1 OR FLATTER, PLACE PELLET MULCH BY HAND OR USING A MECHANICAL SPREADER IMMEDIATELY AFTER SEEDING. APPLY UNIFORMLY AT APPLICATION RATE OF 540 POUNDS PER 1,000 SQUARE YARDS. THOROUGHLY WET PELLET MULCH WITH WATER WITHOUT DISLODGING MULCH.
- B. MULCH CONTROL NETTING.
- 1. PLASTIC. INSTALL NETTING OVER DESIGNATED MULCH SURFACE. STAPLE UPSLOPE ENDS, EDGES, BOTTOM, AND OVERLAPS AT 24—INCH INTERVALS. OVERLAP ADJACENT FABRIC TO OUTSIDE EDGES. SECURE REMAINING FABRIC AREAS BY PUTTING IN APPROXIMATELY 1 STAPLE PER 1 SQUARE YARD OF AREA.
- 2. COCONUT COIR. INSTALL NETTING OVER DESIGNATED MULCH SURFACE. STRETCH FABRIC TIGHTLY AND ANCHOR WITH WOOD STAKES ALONG ALL EDGES AT 7-FOOT MAXIMUM INTERVAL. OVERLAP ADJACENT FABRIC WIDTHS BY NOT LESS THAN 8 INCHES.
- C. MULCHING PLANTED AREAS.
- 1. INDIVIDUAL PLANT PITS. UNIFORMLY APPLY A DESIGNATED MULCH SPECIFIED IN SECTION 805.2(A)2 TO THE ENTIRE PLANT PIT TO A LOOSE DEPTH OF 3 INCHES AND AS SHOWN ON THE STANDARD DRAWING. APPLY MULCH WITHIN 48 HOURS AFTER COMPLETION OF THE PLANTING OPERATION.
- 2. PLANTING BEDS. COVER DESIGNATED SHRUB BEDS WITH MULCH OR MULCH AND WEED BARRIER MAT OR MULCH AND WEED CONTROL MAT AS INDICATED. CUT MAT AROUND THE PLANT STEM TO ENSURE MAT WILL NOT EXTEND ABOVE THE MULCH. SECURE MAT TO THE SOIL SURFACE WITH STAPLES OR OTHER APPROVED ANCHORING DEVICES AT A MAXIMUM INTERVAL SPACING OF 3 FEET AND ALONG ALL EDGES AND OVERLAPS. OVERLAP MAT EDGE WITH 2—INCH MINIMUM. UNIFORMLY APPLY A DESIGNATED MULCH SPECIFIED IN SECTION 805.2(A)2 OVER THE ENTIRE BED AREA TO A LOOSE DEPTH OF 3 INCHES. REDISTRIBUTE EXCESSIVE MULCH DEPTH. TAPER MULCH DEPTH AT PLANT PIT AS SHOWN ON THE STANDARD DRAWING. APPLY MAT AND MULCH WITHIN 48 HOURS AFTER COMPLETION OF THE PLANTING OPERATION.
- D. MAINTENANCE. PROPERLY MAINTAIN MULCHED AREAS UNTIL THE ENTIRE PROJECT HAS BEEN COMPLETED. PROMPTLY REAPPLY MULCH MATERIALS, WHICH BECOME DISLODGED OR LOST DUE TO WIND, RAIN, OR OTHER CAUSES, AT INITIAL OR MODIFIED RATES, AS DIRECTED. AFTER MULCHING WORK ON A SLOPE HAS BEEN SATISFACTORILY COMPLETED, IF A SLOPE FAILURE OCCURS, ONE THAT REQUIRES REDRESSING, EXCAVATION, OR THE ESTABLISHMENT OF A NEW SLOPE, REPLACE THE MULCH, AS DIRECTED.
- E. BONDED FIBER MATRIX.
- 1. GENERAL. PREPARE SURFACES AS SPECIFIED IN SECTION 804.3(B). SCARIFY ALL SLOPES GREATER THAN 3:1 TO ENSURE A ROUGH TEXTURE FOR LODGING OF SEED AND BFM. APPLY SEED AT TWICE THE RATE SPECIFIED IN SECTION 804.2(B)2 TABLE A. APPLY SOIL SUPPLEMENTS AS SPECIFIED IN SECTION 804.3(C).
- 2. APPLICATION. APPLY BONDED FIBER MATRIX COMPONENTS HYDRAULICALLY WITH HYDROMULCHING (HYDROSEED) EQUIPMENT MANUFACTURED FOR THIS PURPOSE. FOLLOW MANUFACTURER'S MIXING AND APPLICATION INSTRUCTIONS. THE BONDED FIBER MATRIX COMPONENTS MAY BE INCORPORATED AS AN INTEGRAL PART OF THE SEEDING AND SOIL SUPPLEMENT APPLICATION IF SEEDING AND SOIL SUPPLEMENTS ARE APPLIED HYDRAULICALLY. APPLY POLYMER BINDER OR HYDROCOLLOID BINDER MATRIXES AT AN APPLICATION RATE OF 3,000 POUNDS PER ACRE OR AS INDICATED TO PROVIDE A UNIFORM SOIL SURFACE COVERAGE THICKNESS OF 0.16 INCH MAXIMUM AFTER DRYING. TEST APPLICATION PROCEDURES TO ENSURE A UNIFORM APPLICATION RATE. DO NOT APPLY WITHIN 24 HOURS OF ANTICIPATED RAINFALL. MIX GYPSUM BINDER MATRIX COMPONENTS IN A HOMOGENOUS SLURRY IN THE FOLLOWING PROPORTIONS FOR EACH 100 GALLONS OF WATER: GYPSUM BINDER—150 POUNDS; WOOD FIBER—40 POUNDS; AND SYNTHETIC FIBER—0.6 POUNDS. APPLY GYPSUM BINDER MATRIX AT AN APPLICATION RATE OF 6,000 POUNDS PER ACRE OR AS INDICATED SO THAT THE SOIL SURFACE IS COVERED UNIFORMLY. DO NOT APPLY WITHIN 12 HOURS OF ANTICIPATED RAINFALL. PLACE BFM MATERIAL AT LEAST 18 INCHES BEYOND THE TOE AND TOP OF ALL SLOPES. APPLY MATERIAL IN AT LEAST TWO DIFFERENT DIRECTIONS TO PROVIDE AS MUCH UNIFORM COVERAGE WITH NO GAPS OR SPACES GREATER THAN 0.04 INCH.

SECTION 802 - TOPSOIL FURNISHED AND PLACED

802.2 MATERIAL

SECTION 801.2 AND CONTAINING NOT LESS THAN 2.0% NOR MORE THAN 10.0% ORGANIC MATTER, AS DETERMINED ACCORDING TO AASHTO T 194. CERTIFY AS SPECIFIED IN SECTION 106.03(B)3. PROVIDE TOPSOIL MEETING THE FOLLOWING GRADING ANALYSIS:

<u>SIEVE</u>	MINIMUM PERCENT PASSING
2 INCHES	100
NO. 4	75
NO. 10	60

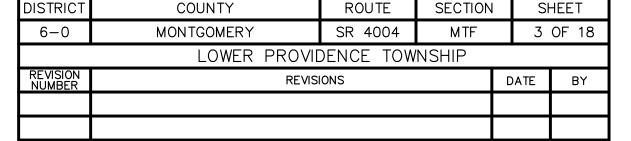
SAND, SILT AND CLAY MATERIAL PASSING THE 2MM (NO. 10) SIEVE, AS DEFINED BY AASHTO T 88 AND WITHIN THE FOLLOWING RANGES:

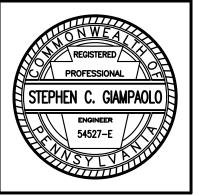
	MINIMUM PERCENT	MAXIMUM PERCENT
SAND	5	70
SILT	10	70
CLAY	5	36

PROVIDE INDEPENDENT TESTING TO CONFIRM THAT THE TOPSOIL MEETS THE ABOVE REQUIREMENTS. INDEPENDENT TESTING MUST BE LESS THAN 12 MONTHS OLD AT THE TIME TOPSOIL IS FURNISHED TO THE PROJECT. SUBMIT FOR PROJECT—SPECIFIC, LOCAL APPROVAL BY THE REPRESENTATIVE (I.E. AT THE DISTRICT OR PROJECT LEVEL) AS SPECIFIED IN SECTION 106.02(A)2.C. OBTAIN TOPSOIL FROM OUTSIDE THE RIGHT OF WAY, WHERE THE SOIL QUALITY HAS PROVEN THE ABILITY TO GROW VEGETATION. BEFORE TOPSOIL REMOVAL, OBTAIN ACCEPTANCE FOR THE QUALITY OF THE SOURCE, FOR THE DEPTH OF THE TOPSOIL TO BE REMOVED, AND FOR THE METHOD OF REMOVAL. RECONDITION AREAS FROM WHICH TOPSOIL WAS OBTAINED. AS SPECIFIED IN SECTION 105.14

802.3 CONSTRUCTION

- A. PREPARATION OF AREAS TO BE TOPSOILED. GRADE THE AREAS TO BE COVERED BY TOPSOIL. USING ACCEPTABLE METHODS, LOOSEN SOIL TO A DEPTH OF 2 INCHES BEFORE PLACING TOPSOIL. REMOVE STONES AND OTHER FOREIGN MATERIAL 2 INCHES OR LARGER IN ANY DIMENSION. REMOVE AND SATISFACTORILY DISPOSE OF UNSUITABLE AND SURPLUS MATERIAL.
- B. PLACING AND SPREADING TOPSOIL. PLACE TOPSOIL ON THE PREPARED AREAS AND, UNLESS OTHERWISE INDICATED, SPREAD AND COMPACT TO A 4-INCH UNIFORM DEPTH ±1 1/2 INCHES. COMPACT WITH A ROLLER HAVING A WEIGHT NOT OVER 120 POUNDS PER FOOT WIDTH OF ROLLER OR BY OTHER ACCEPTABLE METHODS, AS DIRECTED. REMOVE OVERDEPTH TOPSOIL, UNLESS OTHERWISE AGREED UPON IN WRITING. DO NOT PLACE TOPSOIL IN A WET OR FROZEN CONDITION.





OWNERSHIP, OPERATIONS AND MAINTENANCE PROCEDURES

- THE OPERATIONS AND MAINTENANCE RESPONSIBILITIES WILL BE SHARED BETWEEN THE FOLLOWING ENTITIES:
 1. (DISTRICT) THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION DISTRICT 6-0, LOCATED AT 7000 GEERDES BLVD, KING OF PRUSSIA, PA 19406
 - 2. (TOWNSHIP) LOWER PROVIDENCE TOWNSHIP, LOCATED AT 100 PARKLANE DRIVE, EAGLEVILLE, PA 19403.
- PERFORM MAINTENANCE ACTIVITIES FOR THE STORMWATER CONTROL MEASURES (SCMs) IN ACCORDANCE WITH PENNDOT PUBLICATION 888 STORMWATER CONTROL MEASURE MAINTENANCE MANUAL.

RIP RAP APRONS (TOWNSHIP):

- MAINTENANCE OF THE RIP RAP APRONS SHOULD BE PERFORMED ANNUALLY.
- THE RIP RAP AND DOWNSTREAM RECEIVING AREA SHOULD BE INSPECTED FOR DAMAGE DUE TO FLOODS AND/OR VEHICULAR TRAFFIC, SEDIMENT BUILD UP, AND ACCUMULATION OF DEBRIS OR TRASH. REPLACE ANY DISPLACED OR MISSING STONES. REPAIR ANY EROSION WITHIN THE DOWNSTREAM RECEIVING AREA.

SUMPED INLETS:

MAINTENANCE TO BE PERFORMED TWO TIMES PER YEAR BY TOWNSHIP:

- REMOVE TRASH, DEBRIS, AND/OR SEDIMENT FROM THE SURFACE
 REMOVE SEDIMENT, TRASH, AND DEBRIS BUILDUP FROM THE SUMP AREA USING A VACUUM TRUCK OR OTHER APPROPRIATE METHOD. REMOVE
- REMOVE VEGETATION IMPEDING FLOW INTO THE INLET GRATE.
 REMOVE ANIMAL CARCASSES FROM VICINITY OF INLET AND WITHIN INLET BOXES.

SEDIMENT COLLECTED IN WEEP HOLES.

MAINTENANCE TO BE PERFORMED EVERY THREE (3) YEARS BY **DISTRICT** (STARTING IN YEAR 4 AFTER CONSTRUCTION):

• PERFORM VISUAL SCREENING INSPECTION TO DETERMINE INLET IS FUNCTIONING PROPERLY. INSPECT FOR DEBRIS AND TRASH, EROSION, PONDING, DAMAGE AND/OR DETERIORATION OF STRUCTURE. ADDRESS PROBLEMS AFFECTING THE FUNCTION OF THE INLET IN ACCORDANCE WITH PENNDOT PUBLICATION 888.

MAINTENANCE TO BE PERFORMED AFTER FIRST YEAR AND YEAR 10 AFTER CONSTRUCTION BY **DISTRICT** (CONTINUING ON 10 YEAR CYCLE):

• PERFORM CONDITION ASSESSMENT INSPECTION TO DETERMINE INLET IS FUNCTIONING PROPERLY. INSPECT FOR DEBRIS AND TRASH, EROSION, PONDING, DAMAGE AND/OR DETERIORATION OF STRUCTURE AND RESTORE TO ORIGINAL CONDITION. IN ADDITION, A THOROUGH INVESTIGATION OF THE SCM IS TO BE PERFORMED INCLUDING INSPECTION OF THE INFLOW AND OUTFLOW OF THE STRUCTURE. ADDRESS ALL DEFICIENCIES IN ACCORDANCE WITH PENNDOT PUBLICATION 888.

AMENDED SOILS:

• (TOWNSHIP) THE SOIL AMENDMENT PROCESS MAY NEED TO BE REPEATED OVER TIME DUE TO COMPACTION BY AND/OR SETTLING.

RAIN GARDEN

• (TOWNSHIP) WHILE VEGETATION IS BEING ESTABLISHED, WATER ALL SEEDED/PLANTED AREAS TWICE WEEKLY FOR 6 WEEKS FOLLOWING PLANTING. WATERING MAY BE SKIPPED IF 1/4" OF RAINFALL HAS OCCURRED WITHIN 24 HOURS OF SCHEDULED WATERING. PRUNING AND WEEDING MAY ALSO BE REQUIRED.

MAINTENANCE ACTIVITIES TO BE DONE TWICE A YEAR BY TOWNSHIP:

- MOW EMBANKMENT AND SURROUNDING AREAS TO A HEIGHT OF 5 TO 8 INCHES. MOW ONLY WHEN GROUND IS DRY.
- THE VEGETATION OF THE RAIN GARDEN SHOULD BE MAINTAINED IN GOOD CONDITION AND ANY BARE SPOTS BE RE-VEGETATED AS SOON AS POSSIBLE. REPLACE DISEASED OR DEAD PLANTS. IF SPECIFIC SPECIES MORTALITY IS REOCCURING, ASSESS CAUSE AND REPLACE WITH APPROPRIATE ALTERNATE SPECIES.
- REMOVE WOODY VEGETATION, INVASIVE/UNDESIRABLE SPECIES, AND UNCONTROLLED GROWTH.
- DURING PERIODS OF EXTENDED DROUGHT, BIORETENTION AREAS MAY REQUIRE WATERING.

MAINTENANCE ACTIVITIES TO BE DONE ANNUALLY BY TOWNSHIP:

- MOW AND TRIM VEGETATION ON THE BED BOTTOM. MOW ONLY WHEN BED IS DRY TO AVOID RUTTING. CARE SHOULD BE TAKEN TO AVOID EXCESSIVE COMPACTION BY MOWERS. HAND OPERATED EQUIPMENT IS PREFERRED. INSPECT FOR LITTER AND REMOVE PRIOR TO MOWING.
- PERENNIAL PLANTINGS MAY BE CUT DOWN AT THE END OF THE GROWING SEASON.

MAINTENANCE TO BE PERFORMED EVERY THREE (3) YEARS BY **DISTRICT** (STARTING IN YEAR 4 AFTER CONSTRUCTION):

• PERFORM VISUAL SCREENING INSPECTION TO DETERMINE IF SCM IS FUNCTIONING PROPERLY. INSPECT FOR DEBRIS AND TRASH, EROSION, PONDING, DAMAGE AND/OR DETERIORATION OF SCM. ADDRESS PROBLEMS AFFECTING THE FUNCTION OF THE SCM IN ACCORDANCE WITH PENNDOT PUBLICATION 888.

MAINTENANCE TO BE PERFORMED AFTER FIRST YEAR AND YEAR 10 AFTER CONSTRUCTION BY **DISTRICT** (CONTINUING ON 10 YEAR CYCLE):

- PERFORM CONDITION ASSESSMENT INSPECTION TO DETERMINE SCM IS FUNCTIONING PROPERLY. INSPECT FOR DEBRIS AND TRASH, EROSION, PONDING, DAMAGE AND/OR DETERIORATION OF STRUCTURES AND RESTORE TO ORIGINAL CONDITION. IN ADDITION, A THOROUGH INVESTIGATION OF THE SCM IS TO BE PERFORMED INCLUDING INSPECTION OF THE INFLOW AND OUTFLOW OF THE STRUCTURE, CONTRIBUTING DRAINAGE AREA, AND EMBANKMENTS. ADDRESS ALL DEFICIENCIES IN ACCORDANCE WITH PENNDOT PUBLICATION 888.
- ENSURE RUNOFF DRAINS DOWN WITHIN THE DESIGN PARAMETERS. WHEN THE FILTERING CAPACITY OF THE RAIN GARDEN DIMINISHES SUBSTANTIALLY (E.G. WHEN WATER PONDS ON THE SURFACE FOR MORE THAN 72 HOURS), THE TOP FEW INCHES OF DISCOLORED MATERIAL SHALL BE REMOVED AND SHALL BE REPLACED WITH FRESH MATERIAL. THE REMOVED SEDIMENTS SHOULD BE DISPOSED IN AN ACCEPTABLE MANNER. SILT/SEDIMENT SHOULD BE REMOVED FROM THE BED WHEN THE ACCUMULATION EXCEEDS ONE INCH.

MAINTENANCE ACTIVITIES TO BE DONE AS NEEDED BY TOWNSHIP:

• REMOVE ACCUMULATED SEDIMENT AS REQUIRED TO MAINTAIN INFILTRATION THROUGH THE SOIL MEDIA AND TO MAINTAIN WATER QUALITY FUNCTIONALITY. RESTORE ORIGINAL CROSS SECTION. PROPERLY DISPOSE OF SEDIMENT.

MANAGE RELEASE CONCEPT BASIN:

• (TOWNSHIP) WHILE VEGETATION IS BEING ESTABLISHED, WATER ALL SEEDED/PLANTED AREAS TWICE WEEKLY FOR 6 WEEKS FOLLOWING PLANTING. WATERING MAY BE SKIPPED IF 1/4" OF RAINFALL HAS OCCURRED WITHIN 24 HOURS OF SCHEDULED WATERING. PRUNING AND WEEDING MAY ALSO BE REQUIRED.

MAINTENANCE ACTIVITIES TO BE DONE TWICE A YEAR BY TOWNSHIP:

- MOW EMBANKMENT AND SURROUNDING AREAS TO A HEIGHT OF 5 TO 8 INCHES. MOW ONLY WHEN GROUND IS DRY.
- THE VEGETATION OF THE RAIN GARDEN SHOULD BE MAINTAINED IN GOOD CONDITION AND ANY BARE SPOTS BE RE-VEGETATED AS SOON AS POSSIBLE.
- REMOVE WOODY VEGETATION, INVASIVE/UNDESIRABLE SPECIES, AND UNCONTROLLED GROWTH.
- DURING PERIODS OF EXTENDED DROUGHT, BIORETENTION AREAS MAY REQUIRE WATERING.
- REMOVE DEBRIS AND TRASH.

MAINTENANCE ACTIVITIES TO BE DONE ANNUALLY BY TOWNSHIP:

- MOW AND TRIM VEGETATION TO ENSURE SAFETY, AESTHETICS, PROPER SWALE OPERATION, OR TO SUPPRESS WEEDS AND INVASIVE VEGETATION. DISPOSE OF CUTTINGS IN A LOCAL COMPOSTING FACILITY. MOW ONLY WHEN BED IS DRY TO AVOID RUTTING. CARE SHOULD BE TAKEN TO AVOID EXCESSIVE COMPACTION BY MOWERS. INSPECT FOR LITTER AND REMOVE PRIOR TO MOWING.
- REMOVE LEAF LITTER.
- PERENNIAL PLANTINGS MAY BE CUT DOWN AT THE END OF THE GROWING SEASON.

MAINTENANCE TO BE PERFORMED EVERY THREE (3) YEARS BY **DISTRICT** (STARTING IN YEAR 4 AFTER CONSTRUCTION):

• PERFORM VISUAL SCREENING INSPECTION TO DETERMINE IF SCM IS FUNCTIONING PROPERLY. INSPECT FOR DEBRIS AND TRASH, EROSION, PONDING, DAMAGE AND/OR DETERIORATION OF SCM. ADDRESS PROBLEMS AFFECTING THE FUNCTION OF THE SCM IN ACCORDANCE WITH PENNDOT PUBLICATION 888.

MAINTENANCE TO BE PERFORMED AFTER FIRST YEAR AND YEAR 10 AFTER CONSTRUCTION BY **DISTRICT** (CONTINUING ON 10 YEAR CYCLE):

- PERFORM CONDITION ASSESSMENT INSPECTION TO DETERMINE SCM IS FUNCTIONING PROPERLY. INSPECT FOR DEBRIS AND TRASH, EROSION, PONDING, DAMAGE AND/OR DETERIORATION OF STRUCTURES AND RESTORE TO ORIGINAL CONDITION. IN ADDITION, A THOROUGH INVESTIGATION OF THE SCM IS TO BE PERFORMED INCLUDING INSPECTION OF THE INFLOW AND OUTFLOW OF THE STRUCTURE, CONTRIBUTING DRAINAGE AREA, AND EMBANKMENTS. ADDRESS ALL DEFICIENCIES IN ACCORDANCE WITH PENNDOT PUBLICATION 888.
- ENSURE RUNOFF DRAINS DOWN WITHIN THE DESIGN PARAMETERS. WHEN THE FILTERING CAPACITY OF THE RAIN GARDEN DIMINISHES SUBSTANTIALLY (E.G. WHEN WATER PONDS ON THE SURFACE FOR MORE THAN 72 HOURS), THE TOP FEW INCHES OF DISCOLORED MATERIAL SHALL BE REMOVED AND SHALL BE REPLACED WITH FRESH MATERIAL. THE REMOVED SEDIMENTS SHOULD BE DISPOSED IN AN ACCEPTABLE MANNER. SILT/SEDIMENT SHOULD BE REMOVED FROM THE BED WHEN THE ACCUMULATION EXCEEDS ONE INCH.

MAINTENANCE ACTIVITIES TO BE DONE AS NEEDED BY TOWNSHIP:

• REMOVE ACCUMULATED SEDIMENT AS REQUIRED TO MAINTAIN INFILTRATION THROUGH THE SOIL MEDIA AND TO MAINTAIN WATER QUALITY FUNCTIONALITY. RESTORE ORIGINAL CROSS SECTION. PROPERLY DISPOSE OF SEDIMENT.

6-0 MONTGOMERY SR 4004 MTF 4 OF 18

LOWER PROVIDENCE TOWNSHIP

REVISION REVISIONS DATE BY

ROUTE

SECTION

VEGETATED SWALE:

MAINTENANCE ACTIVITIES TO BE DONE TWICE A YEAR BY TOWNSHIP:

 MOW AND TRIM VEGETATION TO ENSURE SAFETY, AESTHETICS, PROPER SWALE OPERATION, OR TO SUPPRESS WEEDS AND INVASIVE VEGETATION. DISPOSE OF CUTTINGS IN A LOCAL COMPOSTING FACILITY. MOW ONLY WHEN SWALE IS DRY TO AVOID RUTTING.

COUNTY

REMOVE LITTER PRIOR TO MOWING.

MAINTENANCE ACTIVITIES TO BE DONE ANNUALLY BY TOWNSHIP:

- REMOVE WOODY VEGETATION, INVASIVE/UNDESIRABLE SPECIES, AND UNCONTROLLED GROWTH.
- REMOVE LITTER, DEBRIS, AND TRASH.

MAINTENANCE TO BE PERFORMED EVERY THREE (3) YEARS (STARTING IN YEAR 4 AFTER CONSTRUCTION) (INSPECTION PERFORMED BY TOWNSHIP FOR SWALES 5 & 6. AND BY DISTRICT FOR SWALES 1. 2. 3. 4. & 7):

• PERFORM VISUAL SCREENING INSPECTION TO DETERMINE IF SCM IS FUNCTIONING PROPERLY. INSPECT FOR DEBRIS AND TRASH, EROSION, PONDING, DAMAGE AND/OR DETERIORATION OF SCM. ADDRESS PROBLEMS AFFECTING THE FUNCTION OF THE SCM IN ACCORDANCE WITH PENNDOT PUBLICATION 888.

MAINTENANCE TO BE PERFORMED AFTER FIRST YEAR AND YEAR 10 AFTER CONSTRUCTION (CONTINUING ON 10 YEAR CYCLE) (INSPECTION PERFORMED BY TOWNSHIP FOR SWALES 5 & 6, AND BY DISTRICT FOR SWALES 1, 2, 3, 4, & 7):

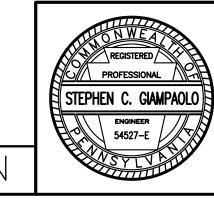
- PERFORM CONDITION ASSESSMENT INSPECTION TO DETERMINE SCM IS FUNCTIONING PROPERLY. INSPECT FOR DEBRIS AND TRASH, EROSION, PONDING, DAMAGE AND/OR DETERIORATION OF STRUCTURES AND RESTORE TO ORIGINAL CONDITION. IN ADDITION, A THOROUGH INVESTIGATION OF THE SCM IS TO BE PERFORMED INCLUDING INSPECTION OF THE INFLOW AND OUTFLOW OF THE STRUCTURE, CONTRIBUTING DRAINAGE AREA, AND EMBANKMENTS. INSPECT FOR UNIFORMITY IN CROSS SECTION AND LONGITUDINAL SLOPE. ADDRESS ALL DEFICIENCIES IN ACCORDANCE WITH PENNDOT PUBLICATION 888.
- ENSURE RUNOFF DRAINS DOWN WITHIN THE DESIGN PARAMETERS. WHEN THE FILTERING CAPACITY OF THE RAIN GARDEN DIMINISHES SUBSTANTIALLY (E.G. WHEN WATER PONDS ON THE SURFACE FOR MORE THAN 72 HOURS), THE TOP FEW INCHES OF DISCOLORED MATERIAL SHALL BE REMOVED AND SHALL BE REPLACED WITH FRESH MATERIAL. THE REMOVED SEDIMENTS SHOULD BE DISPOSED IN AN ACCEPTABLE MANNER. SILT/SEDIMENT SHOULD BE REMOVED FROM THE BED WHEN THE ACCUMULATION EXCEEDS ONE INCH.

MAINTENANCE ACTIVITIES TO BE PERFORMED AS NEEDED BY TOWNSHIP:

- PLANT ALTERNATIVE GRASS SPECIES IN THE EVENT OF UNSUCCESSFUL ESTABLISHMENT.
- RESEED BARE AREAS AND INSTALL APPROPRIATE EROSION CONTROL MEASURES WHEN NATIVE SOIL IS EXPOSED OR EROSION CHANNELS ARE FORMING.
- WATER DURING DRY PERIODS, FERTILIZE, AND APPLY PESTICIDE ONLY WHEN ABSOLUTELY NECESSARY.

ADDITIONAL MAINTENANCE FOR WINTER CONDITIONS (TOWNSHIP):

- INSPECT SWALE IMMEDIATELY AFTER THE SPRING MELT, REMOVE RESIDUALS (E.G. SAND) AND REPLACE DAMAGED VEGETATION WITHOUT DISTURBING REMAINING VEGETATION.
- IF ROADSIDE OR PARKING LOT RUNOFF IS DIRECTED TO THE SWALE, MULCHING AND/OR SOIL AERATION/MANIPULATION MAY BE REQUIRED IN THE SPRING TO RESTORE SOIL STRUCTURE AND MOISTURE CAPACITY AND TO REDUCE THE IMPACTS OF DEICING AGENTS.
- USE SALT-TOLERANT VEGETATION IN SWALES.



SEQUENCE OF CONSTRUCTION

GENERAL NOTES:

- ALL EARTH DISTURBANCE ACTIVITIES ARE TO PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE. LIMIT CLEARING AND GRUBBING TO THOSE AREAS DESCRIBED IN EACH STAGE. DEVIATION FROM THAT SEQUENCE REQUIRES WRITTEN APPROVAL FROM THE LOCAL COUNTY CONSERVATION DISTRICT PRIOR TO IMPLEMENTATION.
- A BMP SEQUENCE CAN BE CHANGED BY NOTIFYING LOCAL COUNTY CONSERVATION DISTRICT. METHODS OF COMMUNICATING CHANGES INCLUDE THE FOLLOWING:

 A. GET VERBAL APPROVAL.
 - B. MODIFY THE E&S PLAN (RED-LINE DRAWING) AND GET A SIGNATURE OR INITIALS WHEN AN INSPECTOR ARRIVES AT THE SITE.
 - C. FAX/EMAIL THE MODIFIED SEQUENCE TO CONSERVATION DISTRICT.
- AT LEAST 7 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES (INCLUDING CLEARING AND GRUBBING), INVITE ALL CONTRACTORS, A TOWNSHIP REPRESENTATIVE, THE MONTGOMERY COUNTY CONSERVATION DISTRICT, AND A REPRESENTATIVE FROM THE PA DEP SOUTHEASTERN REGION TO AN ON-SITE PRE-CONSTRUCTION MEETING.
- PERFORM PRE-PROJECT SITE EVALUATION AND DETERMINE IF THERE ARE ANY AREAS WITHIN THE LIMIT OF DISTURBANCE THAT SHOULD NOT BE DISTURBED DURING THE LIFE OF THE PROJECT.
- INSTALL APPROPRIATE INLET PROTECTION ON ALL NEW INLETS ONCE THE INLET INSTALLATION IS COMPLETE.
- AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, THE PENNSYLVANIA ONE CALL SYSTEM INC. SHALL BE NOTIFIED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.
- ACTIVITIES LABELED AS "CRITICAL ACTIVITY" HAVE SPECIFIC TASKS WHICH REQUIRE THE OVERSIGHT OF A LICENSED PROFESSIONAL.
- MARK E&S LIMITS OF DISTURBANCE PRIOR TO DISTURBANCE ACTIVITIES (I.E. SURVEY STAKES, POST & ROPE, CONSTRUCTION FENCE, ETC.)
- CONSTRUCT ALL DRAINAGE FACILITIES FROM DOWNSTREAM TO UPSTREAM UNLESS OTHERWISE NOTED.
- ANY VEGETATED AREA WHICH HAS REACHED FINAL GRADE AND EXCEEDS 15,000 SQUARE FEET MUST BE IMMEDIATELY STABILIZED.
- CESSATION OF ACTIVITY FOR 4 DAYS OR LONGER REQUIRES TEMPORARY STABILIZATION.
- TEMPORARY EXTENDED-TERM ROLLED EROSION CONTROL PRODUCT, TYPE 3B = TRECP-3B
- PERMANENT ROLLED EROSION CONTROL PRODUCT, TYPE 5A = PRECP-5A
- THE FOLLOWING IS A BREAKDOWN OF THE WORK TO BE COMPLETED DURING EACH STAGE:

PREPARATION WORK FOR UTILITIES

- 1) CONTACT THE MONTGOMERY COUNTY CONSERVATION DISTRICT 72 HOURS PRIOR TO START OF ANY ACTIVITY.
- 2) INSTALL STAGE 1A EROSION AND SEDIMENT CONTROL MEASURES REQUIRED FOR UTILITY WORK, INCLUDING COMPOST FILTER SOCK AND INLET PROTECTION.
- 3) CLEAR AND GRUB FOR UTILITY POLE RELOCATION AND INSTALLATION OF SEWER MAIN AND WATER MAIN. PLACE COMPACTED BERMS WHERE INDICATED TO SET PROPOSED UTILITY POLES AT FINAL GRADE. PLACE FORMULA E SEEDING.
- 4) PERFORM INCORPORATED UTILITY WORK TO INSTALL SANITARY SEWER MAIN UNDER SR 4004 AND TO RELOCATE SEWER UNDER CRAWFORD ROAD. ABANDON OLD SEWER MAIN AND REMOVE MANHOLES. REFER TO UTILITY LIINE STREAM CROSSING DETAIL FOR MINE RUN CROSSING. IMMEDIATELY STABILIZE ANY GRASS DISTURBED AREAS WITH FORMULA E SEEDING. RESTORE ANY DISTURBED AREAS WITH TEMPORARY PAVEMENT.
- 5) INSTALL PORTION OF PROPOSED WATER MAIN ON T-324 ALONG OLD ROADWAY AND ON SR 4004 SOUTH OF THE T-324 INTERSECTION.

STAGE 1A

- 1) CONTACT THE MONTGOMERY COUNTY CONSERVATION DISTRICT 72 HOURS PRIOR TO START OF ANY ACTIVITY.
- 2) INSTALL TRAFFIC CONTROL INCLUDING CLOSURE OF CRAWFORD ROAD IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN.
- 3) DELINEATE ALL LIMITS OF DISTURBED AREA IN THE FIELD. INSTALL ALL EROSION AND SEDIMENT CONTROL MEASURES, INCLUDING INLET PROTECTION, COMPOST FILTER SOCKS, AND ROCK CONSTRUCTION ENTRANCES 1 AND 2 (WITH COMPOST SOCK SEDIMENT TRAP 1). INSTALL STREAM DIVERSION SYSTEM AND DEWATER WITH PUMPED WATER FILTER BAG.
- 4) CLEAR AND GRUB AREA WITHIN STAGE 1A WORK ZONE INCLUDING AREA FOR SEDIMENT TRAP IN STAGE 3.
- 5) EXCAVATE FOR TEMPORARY DIVERSION CHANNEL. MAINTAIN STABILITY OF CREEK BANK AT ALL TIMES. LINE CHANNEL WITH FORMULA E SEEDING AND PRECP—5A.
 6) EXCAVATE WITHIN STAGE 1A LIMITS AND REMOVE EXISTING STONE WALL FROM STA.
- 55+50 RT TO 56+06 RT. REMOVE ABANDONED SEWER MAIN AS NEEDED.

 7) INSTALL FILL TO RAISE ROADWAY AND PREPARE SUBGRADE AND EMBANKMENT
- FROM 54+50 TO 56+75. INSTALL DRAINAGE SYSTEM FROM I-14 TO EW-6.

 8) CONSTRUCT TEMPORARY RAMBO PROPERTY DRIVEWAY. REMOVE ROCK CONSTRUCTION ENTRANCE 2 AND COMPOST SOCK SEDIMENT TRAP 1. MAINTAIN ACCESS TO EXISTING RAMBO DRIVEWAY UNTIL TEMPORARY DRIVEWAY IS COMPLETE. IMMEDIATELY STABILIZE DISTURBED AREAS AT FINAL GRADE WITH FINAL TOPSOIL, MULCH, SEEDING, AND TRECP-3B WHERE INDICATED. IMMEDIATELY STABILIZE TEMPORARY EMBANKMENT ON CRAWFORD ROAD AT STA. 56+75 WITH FORMULA E

STAGE 1B

SEEDING AND TRECP-3B.

- 1) INSTALL TRAFFIC CONTROL IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN.
 MAINTAIN CRAWFORD ROAD CLOSURE.
- 2) INSTALL ALL EROSION AND SEDIMENT CONTROL MEASURES, INCLUDING INLET PROTECTION, COMPOST FILTER SOCKS, AND ROCK CONSTRUCTION ENTRANCE 3. MAINTAIN ROCK CONSTRUCTION ENTRANCE 1.
- 3) RECONFIGURE STREAM DIVERSION SYSTEM TO DIVERT FLOW INTO TEMPORARY DIVERSION CHANNEL. DEWATER AS NEEDED WITH PUMPED WATER FILTER BAG.
- 4) CLEAR AND GRUB, INSTALL TEMPORARY EXCAVATION SUPPORT SYSTEM AND EXCAVATE WITHIN STAGE 1B WORK AREA.

- 5) INSTALL CRAWFORD ROAD BOX CULVERT AND RETAINING WALL. BACKFILL, GRADE RELOCATED MINE RUN CHANNEL, AND PLACE ROCK LINING AND TRECP—3A AS INDICATED. REMOVE TEMPORARY EXCAVATION SUPPORT. BACKFILL TO RAISE ROADWAY AND PREPARE SUBGRADE AND EMBANKMENT.
- 6) INSTALL WATER MAIN ON CRAWFORD ROAD FROM STA 54+50 TO 57+15.
 7) CONSTRUCT CURB AND PAVEMENT UP TO AND INCLUDING BINDER FROM STA. 56+75 TO STA. 57+15 INCLUDING CURB AND FINAL RAMBO PROPERTY DRIVEWAY ADJUSTMENT. REMOVE TEMPORARY RAMBO PROPERTY DRIVEWAY. PERFORM FINAL GRADING AND IMMEDIATELY STABILIZE DISTURBED AREAS AT FINAL GRADE WITH FINAL TOPSOIL, MULCH, SEEDING, AND TRECP—3B WHERE INDICATED. (CRITICAL ACTIVITY) INSTALL VEGETATED SWALE 5 AND LINE WITH FORMULA N SEEDING AND PERCP—5A. PLACE ROCK FILTER 1 AND OUTLET PROTECTION FOR EW—6. REMOVE ROCK FILTER 1 ONCE CHANNEL LINING IS INSTALLED. IMMEDIATELY STABILIZE TEMPORARY EMBANKMENT NEAR STA. 57+15 WITH FORMULA E SEEDING AND TRECP—3B.

STAGE 1C

- 1) INSTALL TRAFFIC CONTROL IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN.
- MAINTAIN CRAWFORD ROAD CLOSURE.

 2) INSTALL ALL EROSION AND SEDIMENT CONTROL MEASURES, INCLUDING COMPOST
- FILTER SOCKS. MAINTAIN CONSTRUCTION ENTRANCES 1 AND 3.

 3) RECONFIGURE STREAM DIVERSION SYSTEM AND BACKFILL TEMPORARY DIVERSION CHANNEL WITH SUITABLE MATERIAL AND COMPACT.
- 4) INSTALL FILL TO RAISE THE INTERSECTION APPROACH AND PREPARE THE SUBGRADE AND EMBANKMENT. INSTALL DRAINAGE SYSTEM FROM COS-2 TO EW-5 INCLUDING ANTI-SEEP COLLARS AND OUTLET PROTECTION. REMOVE TEMPORARY STREAM DIVERSION.
- 5) INSTALL WATER MAIN ON CRAWFORD ROAD FROM STA 57+15 TO 59+10.
- 6) INSTALL PORTION OF MRC BASIN 2 INCLUDING CLAY CORE. DO NOT INSTALL UNDERDRAIN UNTIL STAGE 5. REMOVE ROCK CONSTRUCTION ENTRANCES 1 AND 3 WHEN NEEDED. STABILIZE DISTURBED AREA OF ROCK CONSTRUCTION ENTRANCE 3 WITH TOPSOIL, MULCH, SEEDING AND TRECP—3B, AND INSTALL COMPOST FILTER SOCK WHERE INDICATED ALONG THE TEMPORARY SLOPE.
- 7) CONSTRUCT PAVEMENT UP TO AND INCLUDING BINDER FROM STA. 57+15 TO STA. 59+10 AND PORTION OF FINAL MYCEK PROPERTY DRIVEWAY. PERFORM FINAL GRADING AND PLACE REMAINING STREAM CHANNEL ROCK LINING. IMMEDIATELY STABILIZE DISTURBED AREAS AT FINAL GRADE WITH FINAL TOPSOIL, MULCH, SEEDING, AND TRECP—3B WHERE INDICATED. (CRITICAL ACTIVITY) INSTALL VEGETATED SWALE 4 AND LINE WITH FORMULA N SEEDING AND PRECP—5A. PLACE ROCK FILTER 2. REMOVE ROCK FILTER 2 ONCE CHANNEL LINING IS INSTALLED. IMMEDIATELY STABILIZE TEMPORARY EMBANKMENT ALONG SR 4004 WITH FORMULA E SEEDING AND TRECP—3B.

<u>STAGE 2</u>

- 1) INSTALL TRAFFIC CONTROL INCLUDING EAGLEVILLE ROAD CLOSURE IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN. MAINTAIN CRAWFORD ROAD CLOSURE.
- 2) INSTALL ALL EROSION AND SEDIMENT CONTROL MEASURES, INCLUDING INLET PROTECTION, COMPOST FILTER SOCKS AND ROCK CONSTRUCTION ENTRANCE 4 (WITH COMPOST SOCK SEDIMENT TRAP 2).
- 3) CLEAR, GRUB, AND EXCAVATE WITHIN STAGE 2 LIMITS. REMOVE EXISTING STONE WALL ALONG SOUTH SIDE OF EAGLEVILLE ROAD.
- 4) INSTALL FILL TO RAISE THE INTERSECTION APPROACH AND PREPARE SUBGRADE AND EMBANKMENT. INSTALL DRAINAGE SYSTEM FROM I-8 TO EW-4 INCLUDING I-6, I-7 AND OUTLET PROTECTION. UTILIZE TEMPORARY COFFERDAM TO PERFORM WORK WITHIN MINE RUN. PLACE COMPOST SOCK SEDIMENT TRAP 3
- 6) CONSTRUCT PAVEMENT UP TO AND INCLUDING BINDER FROM STA. 60+65 TO STA. 63+00 INCLUDING INSTALLATION OF SINGLE FACE BARRIER, CURB, AND DRIVEWAY ADJUSTMENTS. CONSTRUCT TEMPORARY DRIVEWAY FOR PARK 901 LLC PROPERTY. REMOVE ROCK CONSTRUCTION ENTRANCE 4 AND COMPOST SOCK SEDIMENT TRAPS 2 AND 3. PERFORM FINAL GRADING AND IMMEDIATELY STABILIZE DISTURBED AREAS AT FINAL GRADE WITH FINAL TOPSOIL, MULCH, SEEDING, AND TRECP—3B WHERE INDICATED. IMMEDIATELY STABILIZE TEMPORARY EMBANKMENT ALONG SR 4004 WITH FORMULA E SEEDING AND TRECP—3B.

STAGE 3

(CONSTRUCT STAGES 3, 4A, 4D, & 5A CONCURRENTLY.)

5) INSTALL WATER MAIN ON SR 4006 FROM 60+65 TO 63+00.

- 1) INSTALL TRAFFIC CONTROL INCLUDING SR 4004 CLOSURE IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN. MAINTAIN EAGLEVILLE ROAD AND CRAWFORD ROAD CLOSURES.
- 2) INSTALL ALL EROSION AND SEDIMENT CONTROL MEASURES, INCLUDING INLET PROTECTION AND COMPOST FILTER SOCKS.
- 3) INSTALL REMAINDER OF FINAL MYCEK PROPERTY DRIVEWAY AND REMOVE EXISTING DRIVEWAY.
- 4) INSTALL REMAINDER OF TEMPORARY MRC BASIN 2 CONFIGURATION AS SEDIMENT TRAP 1 INCLUDING SKIMMER CONFIGURATION, SILT FENCE, AND CLAY CORE.
- 5) CLEAR, GRUB, AND EXCAVATE WITHIN STAGE 3 LIMITS.
 6) REMOVE SECTION OF EXISTING PAVEMENT AND CONSTRUCT TEMPORARY SWALE 1 AND LINE WITH R-5 ROCK.
- 7) INSTALL VEGETATED SWALE 6 AS GRASS SWALE AND LINE WITH FORMULA E SEEDING AND PERCP-5A. PERFORM TEMPORARY GRADING ALONG SR 4004 TO ALLOW FLOW INTO VEGETATED SWALE 6 FROM ROADWAY AND PLACE FORMULA E SEEDING.
- 8) INSTALL FILL TO RAISE THE INTERSECTION AND PREPARE SUBGRADE AND EMBANKMENT. INSTALL DRAINAGE CONNECTION FROM I-9 TO I-8.
- 9) INSTALL WATER MAIN WITHIN THE INTERSECTION OF SR 4004/SR 4006/T-324

 10) (CRITICAL ACTIVITY) EXCAVATE TO BOTTOM OF MRC BASIN 1 AND SCARIFY BOTTOM. DO NOT COMPACT THE SUBGRADE. INSTALL DRAINAGE FACILITIES FOR MRC BASIN 1 INCLUDING CLEANOUT STRUCTURES, PERFORATED PIPES, AND AGGREGATE (PIPE BEDDING). PREVENT RUNOFF FROM ENTERING THE CLEANOUTS. PLACE UNIFORMLY GRADED AGGREGATE IN MAXIMUM 8" LIFTS AND LIGHTLY COMPACT.
- 11) AFTER AGGREGATE IS COMPLETELY INSTALLED, ALL HEAVY CONSTRUCTION EQUIPMENT IS PROHIBITED FROM THE MRC BASIN 1 AREA TO ELIMINATE IMPACTS AND/OR COMPACTION. IN THE EVENT THAT ANY IMPACT COMPROMISE THE FUNCTIONALITY OF THE AGGREGATE, IT MUST BE IMMEDIATELY REPAIRED OR REPLACED TO THE PROJECT SPECIFICATIONS. (CRITICAL ACTIVITY) PLACE SOIL MEDIA GENTLY. DO NOT COMPACT SOIL MEDIA OR DRIVE HEAVY EQUIPMENT OVER SOIL MEDIA.
- 12) PLACE APPROPRIATE SEEDING AND TRECP—3B IN MRC BASIN 1, AND INSTALL COMPOST FILTER SOCK ALONG BASIN SLOPES TO PREVENT SEDIMENT FROM ENTERING THE BASIN. SURROUND BASIN WITH TEMPORARY PROTECTIVE FENCE.
- 13) CONSTRUCT PAVEMENT UP TO AND INCLUDING BINDER WITHIN INTERSECTION ON SR 4004 FROM STA. 24+55 TO STA. 25+90 AND REMAINING SECTIONS ON EAGLEVILLE ROAD AND CRAWFORD ROAD FROM STA. 59+10 TO STA. 60+65 INCLUDING FINAL DRIVEWAY FOR PARK 901 LLC PROPERTY. INSTALL SIGNAL CONDUIT AND SIGNAL FOUNDATIONS. REMOVE TEMPORARY DRIVEWAY FOR PARK 901 LLC PROPERTY. PERFORM FINAL GRADING AND IMMEDIATELY STABILIZE DISTURBED AREAS AT FINAL GRADE WITH FINAL TOPSOIL, MULCH, SEEDING, AND TRECP—3B WHERE INDICATED. IMMEDIATELY STABILIZE TEMPORARY EMBANKMENT ALONG NORTH AND SOUTH

APPROACHES OF SR 4004 WITH FORMULA E SEEDING AND TRECP-3B.

14) REOPEN EAGLEVILLE ROAD AND CRAWFORD ROAD TO TRAFFIC

STAGE 4A

- 1) INSTALL TRAFFIC CONTROL IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN. MAINTAIN SR 4004 CLOSURE.
- 2) INSTALL ALL EROSION AND SEDIMENT CONTROL MEASURES, INCLUDING COMPOST FILTER SOCKS.
- 3) INSTALL STREAM DIVERSION SYSTEM AND REMOVE EXISTING SUPERSTRUCTURE AND SOUTH ABUTMENT.

STAGE 4B 1) MAINTAIN SR 4004 CLOSURE.

- INSTALL ALL EROSION AND SEDIMENT CONTROL MEASURES, INCLUDING COMPOST FILTER SOCKS. MAINTAIN TEMPORARY COFFERDAM SYSTEM FROM STAGE 4A.
- 3) INSTALL STREAM DIVERSION SYSTEM AND REMOVE EXISTING NORTH ABUTMENT.

STAGE 4C

- 1) MAINTAIN SR 4004 CLOSURE.
- 2) MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES.
- 3) INSTALL TEMPORARY STREAM BYPASS SYSTEM AND REMOVE STREAM DIVERSION SYSTEMS FROM STAGES 4A AND 4B. INSTALL SR 4004 CULVERT AND BACKFILL. REMOVE PORTION OF EXISTING PAVEMENT AND INSTALL TEMPORARY SWALE 2 AND LINE WITH R-5 ROCK. GRADE AND LINE CHANNEL BANKS AND REMOVE TEMPORARY STREAM BYPASS SYSTEM.

STAGE 4D

- 1) MAINTAIN SR 4004 CLOSURE
- 2) INSTALL EROSION AND SEDIMENT CONTROL MEASURES ALONG SR 4004 FROM STA 16+00 TO STA. 24+00, INCLUDING COMPOST FILTER SOCKS AND ROCK CONSTRUCTION ENTRANCE 5 (WITH COMPOST SOCK SEDIMENT TRAP 4).
- 3) CLEAR, GRUB, AND EXCAVATE ALONG SR 4004 FROM STA 20+50 TO 23+50.
 4) INSTALL FILL TO RAISE ROADWAY AND PREPARE SUBGRADE AND EMBANKMENT.
 INSTALL CROSS PIPE AT STA 22+10 INCLUDING OUTLET PROTECTION UTILIZING
 TEMPORARY STREAM BYPASS SYSTEM. INSTALL DRAINAGE SYSTEM FROM I-3A TO
- EW-1 INCLUDING OUTLET PROTECTION. RESET SEWER MANHOLES TO FINAL GRADE.

 5) CONSTRUCT PAVEMENT UP TO AND INCLUDING BINDER FROM STA. 20+50 TO STA. 24+55 INCLUDING GRAVEL ACCESS DRIVEWAY. (CRITICAL ACTIVITY) INSTALL AMENDED SOILS ADJACENT TO ACCESS DRIVEWAY. REMOVE TEMPORARY SWALE 2. IMMEDIATELY STABILIZE DISTURBED AREAS AT FINAL GRADE WITH FINAL TOPSOIL, MULCH, SEEDING, AND TRECP-3B WHERE INDICATED.

STAGE 4E

- MAINTAIN SR 4004 CLOSURE AND OPEN LEFT SIDE TO LOCAL TRAFFIC.
 MAINTAIN STAGE 4D EROSION AND SEDIMENT CONTROL MEASURES ALONG SR 4004 FROM STA 16+00 TO STA. 24+00, INCLUDING COMPOST FILTER SOCKS AND ROCK CONSTRUCTION ENTRANCE 5 (WITH COMPOST SOCK SEDIMENT TRAP 4).
- 3) CLEAR, GRUB, AND EXCAVATE ALONG RIGHT SIDE OF SR 4004 FROM STA 16+00 TO 20+50.
- 4) INSTALL DRAINAGE SYSTEM FROM I-1 TO I-3A.
- 5) CONSTRUCT PAVEMENT UP TO AND INCLUDING BINDER FROM STA. 16+11 TO STA. 20+50 RT INCLUDING T-546 RECONSTRUCTION AND DRIVEWAY ADJUSTMENTS.
- 6) PERFORM FINAL GRADING AND IMMEDIATELY STABILIZE DISTURBED AREAS AT FINAL GRADE WITH FINAL TOPSOIL, MULCH, SEEDING, AND TRECP—3B WHERE INDICATED.
 7) (CRITICAL ACTIVITY) INSTALL VEGETATED SWALE 2 AND LINE WITH FORMULA N SEEDING AND PRECP—5A. PLACE ROCK FILTER 4. REMOVE ROCK FILTER ONCE
- CHANNEL LINING IS INSTALLED.

 8) (CRITICAL ACTIVITY) INSTALL RAIN GARDEN 1 INCLUDING OUTLET STRUCTURE, PIPE, AND OUTLET PROTECTION. SURROUND RAIN GARDEN WITH TEMPORARY PROTECTIVE FENCE. DO NOT CONSTRUCT VEGETATED SWALE 1 UNTIL RAIN GARDEN SEEDING IS
- ESTABLISHED.

 9) (CRITICAL ACTIVITY) INSTALL VEGETATED SWALE 1 AND LINE WITH FORMULA N SEEDING AND PRECP-5A. PLACE ROCK FILTER 3. REMOVE ROCK FILTER ONCE CHANNEL LINING HAS BEEN INSTALLED.

STAGE 4F

- 1) MAINTAIN SR 4004 CLOSURE AND SHIFT LOCAL TRAFFIC TO RIGHT SIDE OF SR 4004.
- 2) MAINTAIN STAGE 4D EROSION AND SEDIMENT CONTROL MEASURES ALONG SR 4004 FROM STA 16+00 TO STA. 24+00, INCLUDING COMPOST FILTER SOCKS AND ROCK CONSTRUCTION ENTRANCE 5 (WITH COMPOST SOCK SEDIMENT TRAP 4).
- 3) CLEAR, GRUB, AND EXCAVATE ALONG LEFT SIDE OF SR 4004 FROM STA 20+50 TO
- 23+50.
 4) INSTALL DRIVEWAY PIPE CROSSING AT STA. 19+00 LT. MAINTAIN DRIVEWAY
- 5) CONSTRUCT PAVEMENT UP TO AND INCLUDING BINDER FROM STA. 16+11 TO STA. 20+50 LT INCLUDING DRIVEWAY ADJUSTMENTS. REMOVE ROCK CONSTRUCTION ENTRANCE 5 AND COMPOST SOCK SEDIMENT TRAP 4.
- 6) PERFORM FINAL GRADING AND IMMEDIATELY STABILIZE DISTURBED AREAS AT FINAL GRADE WITH FINAL TOPSOIL, MULCH, SEEDING, AND TRECP—3B WHERE INDICATED.
- 7) (CRITICAL ACTIVITY) INSTALL VEGETATED SWALE 3 AND LINE WITH FORMULA N SEEDING AND PRECP-5A. PLACE ROCK FILTER 5. REMOVE ROCK FILTER ONCE CHANNEL LINING HAS BEEN INSTALLED.
- 8) INSTALL FINAL SIGNAL FOUNDATIONS AND EQUIPMENT.

STAGE 5A

- 1) MAINTAIN SR 4004 CLOSURE.
- 2) INSTALL EROSION AND SEDIMENT CONTROL MEASURES, INCLUDING COMPOST FILTER SOCKS AND ROCK CONSTRUCTION ENTRANCE 6.
- 3) CLEAR, GRUB, AND EXCAVATE FROM STA. 25+75 TO 26+82.
- 4) INSTALL FILL TO RAISE THE INTERSECTION APPROACH AND PREPARE SUBGRADE. REMOVE TEMPORARY SWALE 1. INSTALL DRAINAGE SYSTEM FROM I-10 TO I-9 AND DIRECT SHOULDER RUNOFF TO I-10.
- 5) INSTALL WATER MAIN FROM STA. 25+85 TO 31+70
- 6) CONSTRUCT PAVEMENT UP TO AND INCLUDING BINDER FROM STA. 25+75 TO STA. 26+82. PERFORM FINAL GRADING AND IMMEDIATELY STABILIZE DISTURBED AREAS AT FINAL GRADE WITH FINAL TOPSOIL, MULCH, SEEDING, AND TRECP—3B WHERE INDICATED.

DISTRICT	COUNTY	ROUTE	SECTION	SI	SHEET	
6-0	MONTGOMERY	SR 4004	MTF	5	5 OF 18	
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STAGE 5B

- 1) MAINTAIN SR 4004 CLOSURE AND OPEN LEFT SIDE TO LOCAL TRAFFIC.
- 2) MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES FROM STAGE 5A, INCLUDING COMPOST FILTER SOCKS AND ROCK CONSTRUCTION ENTRANCE 6.
- 3) CLEAR, GRUB, AND EXCAVATE ALONG THE RIGHT SIDE OF SR 4004 FROM STA. 26+82 TO 31+70.
- 4) INSTALL GEOSYNTHETIC REINFORCED SLOPE FROM STA. 29+57 RT TO STA. 30+92
- 5) CONSTRUCT PAVEMENT UP TO AND INCLUDING BINDER FROM STA. 26+82 RT TO STA. 31+70 RT. PERFORM FINAL GRADING AND IMMEDIATELY STABILIZE DISTURBED AREAS AT FINAL GRADE WITH FINAL TOPSOIL, MULCH, SEEDING, AND TRECP—3B WHERE INDICATED.

STAGE 5

- 1) MAINTAIN SR 4004 CLOSURE AND OPEN RIGHT SIDE TO LOCAL TRAFFIC.
- 2) MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES FROM STAGE 5A, INCLUDING COMPOST FILTER SOCKS AND ROCK CONSTRUCTION ENTRANCE 6.
- 3) CLEAR, GRUB, AND EXCAVATE ALONG THE LEFT SIDE OF SR 4004 FROM STA. 26+82 TO 31+70.
- 4) INSTALL DRAINAGE FROM I-12 TO I-10 AND CONNECT TO I-9 SYSTEM.
- 5) CONSTRUCT PAVEMENT UP TO AND INCLUDING BINDER FROM STA. 26+82 LT TO STA. 31+70 RT INCLUDING DRIVEWAY ADJUSTMENTS. PERFORM FINAL GRADING AND IMMEDIATELY STABILIZE DISTURBED AREAS AT FINAL GRADE WITH FINAL TOPSOIL, MULCH, SEEDING, AND TRECP—3B WHERE INDICATED.
- 6) (CRITICAL ACTIVITY) PRIOR TO CONVERSION OF SEDIMENT TRAP, EXCAVATE SWALE BOTTOM OF VEGATATED SWALE 6 AND SCARIFY BOTTOM AND SIDES. PLACE AMENDED SOILS AS DIRECTED ON PCSM PLAN. DO NOT COMPACT AMENDED SOILS. RE—LINE CHANNEL WITH PERMANENT ROLLED EROSION CONTROL PRODUCT, TYPE 5A AND FORMULA N SEEDING.
- 5) (CRITICAL ACTIVITY) DEWATER, CLEAN, AND RESTABILIZE SEDIMENT TRAP 1 PRIOR TO CONVERTING TO MRC BASIN 2.
- 6) EXCAVATE TO BOTTOM OF MRC BASIN 2. DO NOT COMPACT THE SUBGRADE. (CRITICAL ACTIVITY) INSTALL DRAINAGE FACILITIES FOR MRC BASIN 1 INCLUDING CLEANOUT STRUCTURES, PERFORATED PIPES, AND AGGREGATE (PIPE BEDDING). PREVENT RUNOFF FROM ENTERING THE CLEANOUTS. PLACE UNIFORMLY GRADED AGGREGATE IN MAXIMUM 8" LIFTS AND LIGHTLY COMPACT.
- 7) AFTER AGGREGATE IS COMPLETELY INSTALLED, ALL HEAVY CONSTRUCTION EQUIPMENT IS PROHIBITED FROM THE MRC BASIN 2 AREA TO ELIMINATE IMPACTS AND/OR COMPACTION. IN THE EVENT THAT ANY IMPACT COMPROMISE THE FUNCTIONALITY OF THE AGGREGATE, IT MUST BE IMMEDIATELY REPAIRED OR REPLACED TO THE PROJECT SPECIFICATIONS. (CRITICAL ACTIVITY) PLACE SOIL MEDIA GENTLY FROM OUTSIDE THE BMP FOOTPRINT TO AVOID COMPACTION. DO NOT COMPACT SOIL MEDIA OR DRIVE EQUIPMENT OVER SOIL MEDIA.
- 8) PLACE APPROPRIATE SEEDING AND TRECP—3B IN MRC BASIN 2, AND INSTALL COMPOST FILTER SOCK ALONG BASIN SLOPES TO PREVENT SEDIMENT FROM ENTERING THE BASIN. SURROUND BASIN WITH TEMPORARY PROTECTIVE FENCE.
- 9) ONCE STAGES 4F AND THE PAVING OF 5C ARE COMPLETE, INSTALL FINAL WEARING COURSE, FINAL PAVEMENT MARKINGS, AND SIGNS.
- 10) (CRITICAL ACTIVITY) ONCE VEGETATION HAS REACHED 70% ESTABLISHMENT, CONTACT THE MONTGOMERY COUNTY CONSERVATION DISTRICT. THE LICENSED PROFESSIONAL MUST PERFORM A FINAL CHECK OF ALL PCSM AND REMOVAL OF E&S BMPs. UPON COMPLETION, SUBMIT THE NOTICE OF TERMINATION.

PROFESSIONAL

STEPHEN C. GIAMPAOLO

ENGINEER

54527-E

PCSM BMP SEQUENCING

A LICENSED PROFESSIONAL OR DESIGNER MUST BE PRESENT ON SITE AND BE RESPONSIBLE DURING CRITICAL ACTIVITIES OF IMPLEMENTATION OF THE APPROVED PCSM PLAN. THE CRITICAL ACTIVITIES MAY INCLUDE THE INSTALLATION OF UNDERGROUND TREATMENT OR STORAGE BMPs, STRUCTURALLY ENGINEERED BMPs, OR OTHER BMPs AS DEEMED APPROPRIATE BY THE TOWNSHIP OR THE CONSERVATION DISTRICT.

RIP RAP APRON:

INSTALL IN STAGES 1B, 1C, 2, & 4D. (REFER TO E&S PLAN)

- AS DIRECTED IN PENNDOT PUBLICATION 408:
- 1. PREPARE THE AREA REQUIRED FOR PLACING THE GEOTEXTILE AND ROCK. THIS PREPARATION MAY INCLUDE, BUT NOT BE LIMITED TO EXCAVATING, REMOVING UNSUITABLE MATERIAL, BACKFILLING, PLACING EMBANKMENT, AND CLEARING AND GRUBBING, AS SPECIFIED IN SECTION 201.3. PLACE THE GEOTEXTILES, AS SPECIFIED IN SECTION 212.3(D)2.
- 2. CAREFULLY PLACE THE ROCK ON THE GEOTEXTILES TO PRODUCE AN EVEN DISTRIBUTION OF PIECES, WITH A MINIMUM OF VOIDS AND WITHOUT TEARING THE GEOTEXTILE. PLACE THE FULL COURSE THICKNESS IN ONE OPERAION IN A MANNER TO PREVENT SEGREGATION AND TO AVOID DISPLACEMENT OF THE UNDERLYING MATERIAL. DO NOT PLACE ROCK LAYERS BY DUMPING INTO CHUTES OR BY SIMILAR METHODS LIKELY TO CAUSE SEGREGATION OR GEOTEXTILE DAMAGE. REARRANGE INDIVIDUAL ROCKS, IF NECESSARY, TO ENSURE UNIFORM DISTRIBUTION.

SUMPED INLETS:

INSTALL IN STAGES 1B, 1C, 2, 3, 4D, & 5. (REFER TO E&S PLAN)

- 1. STABILIZE ALL CONTRIBUTING AREAS BEFORE INSTALLING AND CONNECTING PIPES TO THESE INLETS.
- 2. DRILL FOUR (4) 3/4" WEEP HOLES IN THE BOTTOM OF THE BOX TO PREVENT STANDING WATER FOR LONG PERIODS OF TIME.

VEGETATED SWALE:

INSTALL VEGETATED SWALES 1, 2, 3 & 7 IN STAGE 4D.

INSTALL VEGETATED SWALE 4 IN STAGE 1C.

INSTALL VEGETATED SWALE 5 IN STAGE 1B. INSTALL VEGETATED SWALE 6 IN STAGE 3.

- 1. PREVENT RUNOFF FROM ENTERING THE SWALE UNTIL ALL TRIBUTARY AREAS ARE STABILIZED.
- 2. (CRITICAL ACTIVITY) ROUGH GRADE THE VEGETATED SWALE. AVOID OVER—COMPACTION OF SUBGRADE.
- 3. FINE GRADE THE VEGETATED SWALE AND PLACE AMENDED SOILS, IF INDICATED.
- 4. SEED WITH VEGETATED SWALE SEEDING AND STABILIZE WITH PERMANENT ROLLED EROSION CONTROL PRODUCT.

RAIN GARDEN

INSTALL RAIN GARDEN 1 IN STAGE 4D.

- 1. PREVENT RUNOFF FROM ENTERING RAIN GARDEN UNTIL ALL TRIBUTARY AREAS ARE STABILIZED.
- 2. (CRITICAL ACTIVITY) EXCAVATE TO SPECIFIED DEPTH BELOW PROPOSED PONDING ELEVATION. AVOID OVER—COMPACTION OF RAIN GARDEN SUBGRADE.
- 3. (CRITICAL ACTIVITY) SCARIFY BOTTOM AND SIDES OF EXCAVATION.
- 4. CONSTRUCT SIDE SLOPES AND SPILLWAY (WHERE INDICATED) WITH SPECIFIED LINING.
- 5. (CRITICAL ACTIVITY) INSTALL GEOTEXTILE AND PLACE BIORETENTION SOIL MIXTURE TO SPECIFIED DEPTH.
- 6. INSTALL FORMULA N SEEDING AND SOIL SUPPLEMENTS ON BOTTOM OF RAIN GARDEN AND FORMULA B SEEDING AND SOIL SUPPLEMENTS ON SIDE SLOPES. INSTALL EROSION CONTROL MULCH BLANKET ALONG SIDE SLOPES.

AMENDED SOILS:

- 1. (CRITICAL ACTIVITY) PREPARE AREAS INDICATED ON THE PLAN TO BE PLACED WITH AMENDED SOILS. REMOVE TEN (10) INCHES BELOW FINISHED GRADE. WHILE SOIL IS DRY, LOOSEN AN ADDITIONAL TEN (10) INCHES BELOW BOTTOM OF EXCAVATED AREA THROUGH A SUBSOILING PROCESS SUCH AS RIPPING OR TILLING. A SOLID—SHANK RIPPER OR ROTOTILL SHOULD BE USED. REMOVE STONES AND OTHER FOREIGN MATERIAL TWO INCHES OR LARGER. REMOVE AND SATISFACTORILY DISPOSE OF UNSUITABLE AND SURPLUS MATERIAL.
- 2. SPREAD THREE (3) INCHES OF COMPOST ON TWO (2) INCHES OF TOPSOIL. TILL WITH ROTARY TILLER SET AT A DEPTH OF FIVE (5) INCHES UNTIL COMPOST IS INCORPORATED INTO SOIL. ON THE TILLED SOIL/COMPOST MIXTURE, SPREAD A SECOND LIFT OF THREE (3) INCHES OF COMPOST ON TWO (2) INCHES OF TOPSOIL AND TILL TO A DEPTH OF FIVE (5) INCHES. PLACE ADDITIONAL TOPSOIL IF NEEDED TO MEET THE FINAL GRADE.
- 3. DO NOT COMPACT AMENDED SOILS DURING INSTALLATION OR WHEN PLACING SEEDING.

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MANAGED RELEASE CONCEPT (MRC) BASIN:

INSTALL MRC BASIN 1 IN STAGE 3
INSTALL MRC BASIN 2 AS A SEDIMENT TRAP DURING STAGE 3 (REFER TO E&S PLAN). BASIN WILL BE CONVERTED TO A PERMANENT MANAGED RELEASE CONCEPT BASIN UPON STABILIZATION OF TRIBUTARY AREA.

- 1. CLEAR EXCAVATION AREA OF ALL VEGETATION, TREE ROOTS, ROCKS, AND BOULDERS, AND UNSUITABLE MATERIAL AS NECESSARY FOR CONSTRUCTION.
- 2. EXCAVATE BOTTOM OF BASIN TO DESIRED ELEVATION. AVOID OVER-COMPACTION OF THE BASIN BOTTOM.
- 3. INSTALL SURROUNDING EMBANKMENTS, END SECTIONS, OUTLET CONTROL STRUCTURE, REINFORCED SPILLWAY AND TEMPORARY E&SC MEASURES FOR SEDIMENT TRAP.
- 4. (CRITICAL ACTIVITY) GRADE SUBSOIL IN BOTTOM OF BASIN, TAKING CARE TO PREVENT OVER—COMPACTION. COMPACT SURROUNDING EMBANKMENT AREAS AND AROUND INLET AND OUTLET STRUCTURE.
- 5. APPLY AND GRADE TOPSOIL.
- 6. SEED WITH TEMPORARY SEEDING AND STABILIZE WITH EROSION CONTROL MULCH BLANKET. REMOVE TEMPORARY EROSION CONTROL MEASURES ONCE THE BASIN IS FULLY STABLIZED AS A SEDIMENT TRAP.
- 7. (CRITICAL ACTIVITY) DEWATER, CLEAN AND RE—STABLIZED THE BASIN PRIOR TO CONVERTING TO THE MANAGED RELEASE CONCEPT BASIN.

CONVERT TO MANAGED RELEASE CONCEPT BASIN DURING STAGE 5 (REFER TO E&S PLAN)

- 1. EXCAVATE BOTTOM OF BASIN TO DESIRED ELEVATION FOR MANAGED RELEASE SYSTEM, OR TO AN UN-COMPACTED SUBGRADE FREE OF ROCKS AND DEBRIS. DO NOT COMPACT THE SUBGRADE.
- 2. (CRITICAL ACTIVITY) INSTALL DRAINAGE FACILITIES, INCLUDING CLEANOUT STRUCTURES, PERFORATED PIPE, AND AGGREGATE (PIPE BEDDING). PREVENT RUNOFF FROM ENTERING THE CLEANOUTS AND TRENCH AREA UNTIL THE UPSTREAM AREA IS FULLY STABILIZED. UNIFORMLY GRADED AGGREGATE SHOULD BE PLACED IN MAXIMUM 8" LIFTS AND LIGHTLY COMPACTED. (REFER TO BASIN DETAIL).
- 3. AFTER AGGREGATE IS COMPLETELY INSTALLED, ALL HEAVY CONSTRUCTION EQUIPMENT IS PROHIBITED FROM THE BASIN AREA TO ELIMINATE IMPACTS AND/OR COMPACTION. IN THE EVENT THAT ANY IMPACTS COMPROMISE THE FUNCTIONALITY OF THE AGGREGATE, IT MUST BE IMMEDIATELY REPAIRED OR REPLACED TO THE PROJECT SPECIFICATIONS.
- 4. PLACE SOIL MEDIA GENTLY. DO NOT COMPACT SOIL MEDIA. THE PLACEMENT OF SOIL MEDIA SHOULD BE DONE FROM OUTSIDE THE BMP FOOTPRINT TO AVOID COMPACTION BY CONSTRUCTION EQUIPMENT. EQUIPMENT SHOULD NEVER DRIVE OVER PLACED SOIL MEDIA.
- 5. SEED AND STABILIZE DISTURBED AREA. VEGETATE WITH NATIVE PLANTINGS.
- 6. MAINTAIN INLET PROTECTION AND OTHER E&S BMPS UNTIL THE SITE IS FULLY STABILIZED.

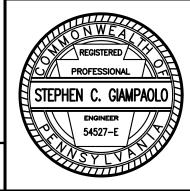
SOIL LIMITATIONS

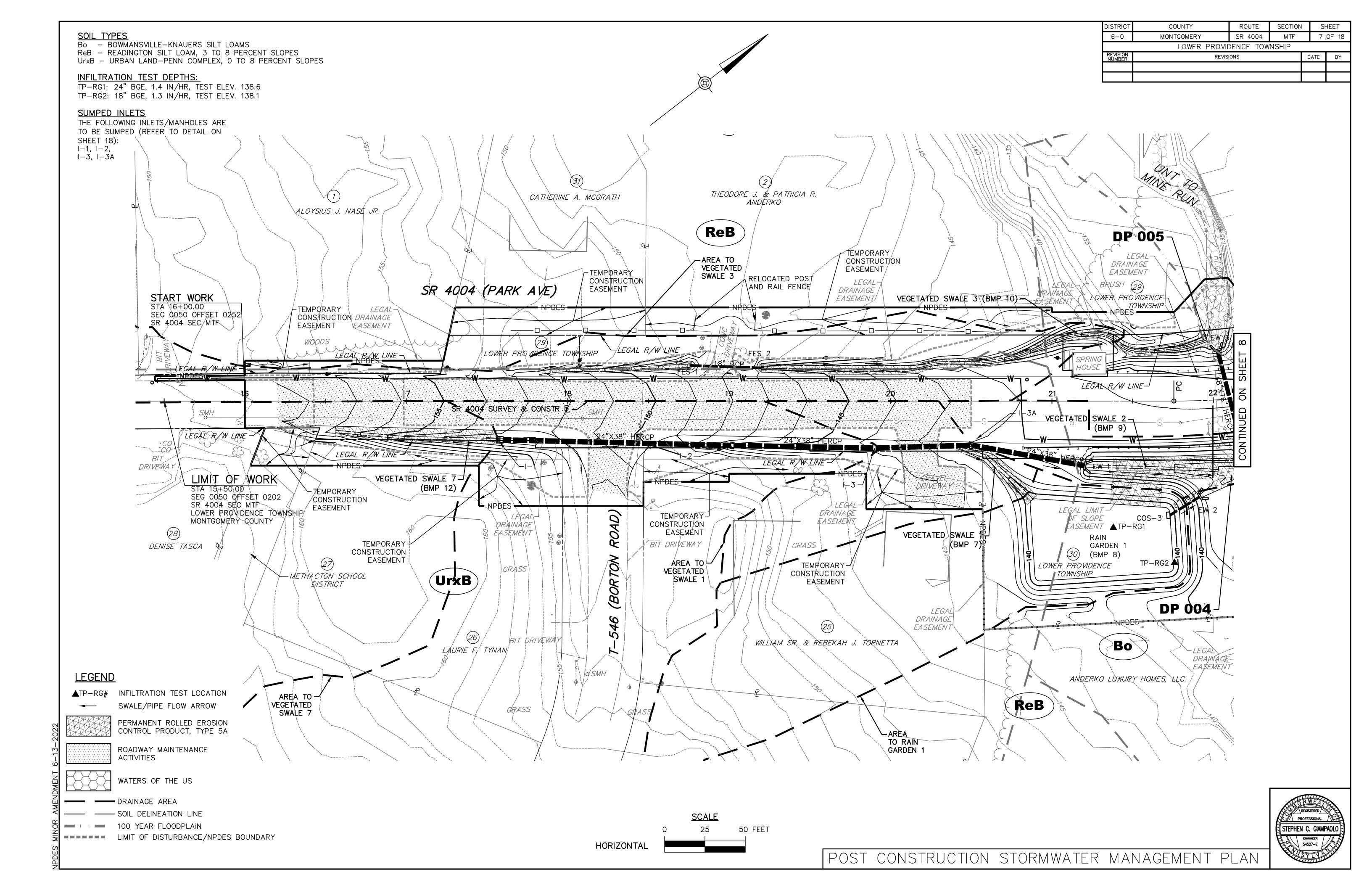
SOIL TYPE	SOIL LIMITATIONS*	SPECIAL CONSIDERATIONS
Во	CUTBANKS CAVE	TRENCHING AND EXCAVATION ACTIVITIES MUST ADHERE TO PENNDOT PUB 408 AND ALL OSHA STANDARDS AND REGULATIONS
	CORROSIVE TO CONCRETE/STEEL	PIPES ARE TO BE PLACED WITHIN STONE TRENCH WHERE POSSIBLE
	DROUGHTY	ADDITIONAL WATERING MAY BE REQUIRED FOR SEEDING
	• FLOODING	WATER ENCOUNTERED DURING CONSTRUCTION IS TO BE PUMPED THROUGH A "PUMPED WATER FILTER BAG" AS NEEDED,
	DEPTH TO SATURATED ZONE/ SEASONAL HIGH WATER TABLE	WATER ENCOUNTERED DURING CONSTRUCTION IS TO BE PUMPED THROUGH A "PUMPED WATER FILTER BAG" AS NEEDED
	HYDRIC INCLUSIONS	WATER ENCOUNTERED DURING CONSTRUCTION IS TO BE PUMPED THROUGH A "PUMPED WATER FILTER BAG" AS NEEDED SUBBASE OVEREXCAVATION MAY BE REQUIRED TO PROVIDE PROPER COMPACTION
	LOW STRENGTH/LANDSLIDE PRONE	TRENCHING AND EXCAVATION ACTIVITIES MUST ADHERE TO PENNDOT PUB 408 AND ALL OSHA STANDARDS AND REGULATIONS PIPES ARE TO BE PLACED WITHIN STONE TRENCH WHERE POSSIBLE
	SLOW PERCOLATION	SOIL INFILTRATION IS NOT PROPOSED ON THIS PROJECT
	PIPING	PIPES ARE TO BE PLACED WITHIN STONE TRENCH WHERE POSSIBLE, ANTI-SEEP COLLARS ARE TO BE INSTALLED ON BASIN OUTLET PIPE
	POOR SOURCE OF TOPSOIL	EXCAVATED MATERIAL OF THIS SOIL TYPE IS NOT TO BE USED AS TOPSOIL. IT MAY BE USED AS FILL MATERIAL
	FROST ACTION	FROST HEAVE IS ACCOUNTED FOR IN PAVEMENT DESIGN
	WETNESS	WATER ENCOUNTERED DURING CONSTRUCTION IS TO BE PUMPED THROUGH A "PUMPED WATER FILTER BAG" AS NEEDED, SUBBASE OVEREXCAVATION MAY BE REQUIRED TO PROVIDE PROPER COMPACTION
PIC	CUTBANKS CAVE	TRENCHING AND EXCAVATION ACTIVITIES MUST ADHERE TO PENNDOT PUB 408 AND ALL OSHA STANDARDS AND REGULATIONS
PIC	CORROSIVE TO CONCRETE	PIPES ARE TO BE PLACED WITHIN STONE TRENCH WHERE POSSIBLE
	DROUGHTY	ADDITIONAL WATERING MAY BE REQUIRED FOR SEEDING
	HYDRIC INCLUSIONS	WATER ENCOUNTERED DURING CONSTRUCTION IS TO BE PUMPED THROUGH A "PUMPED WATER FILTER BAG" AS NEEDED SUBBASE OVEREXCAVATION MAY BE REQUIRED TO PROVIDE PROPER COMPACTION
	LOW STRENGTH/LANDSLIDE PRONE	TRENCHING AND EXCAVATION ACTIVITIES MUST ADHERE TO PENNDOT PUB 408 AND ALL OSHA STANDARDS AND REGULATIONS PIPES ARE TO BE PLACED WITHIN STONE TRENCH WHERE POSSIBLE
	PIPING	PIPES ARE TO BE PLACED WITHIN STONE TRENCH WHERE POSSIBLE, ANTI-SEEP COLLARS ARE TO BE INSTALLED ON BASIN OUTLET PIPE
	POOR SOURCE OF TOPSOIL	EXCAVATED MATERIAL OF THIS SOIL TYPE IS NOT TO BE USED AS TOPSOIL. IT MAY BE USED AS FILL MATERIAL
	FROST ACTION	FROST HEAVE IS ACCOUNTED FOR IN PAVEMENT DESIGN
DaD % DaC	CUTBANKS CAVE	TRENCHING AND EXCAVATION ACTIVITIES MUST ADHERE TO PENNDOT PUB 408 AND ALL OSHA STANDARDS AND REGULATIONS
ReB & ReC	CORROSIVE TO CONCRETE/STEEL	PIPES ARE TO BE PLACED WITHIN STONE TRENCH WHERE POSSIBLE
	EASILY ERODIBLE	TOPSOIL, SEED, AND MULCH IMMEDIATELY AFTER FINISHED GRADE IS ESTABLISHED. PLACE EROSION CONTROL MULCH BLANKET ON ALL SLOPES 3:1 OR STEEPER
	DEPTH TO SATURATED ZONE/ SEASONAL HIGH WATER TABLE	WATER ENCOUNTERED DURING CONSTRUCTION IS TO BE PUMPED THROUGH A "PUMPED WATER FILTER BAG" AS NEEDED.
	HYDRIC INCLUSIONS	WATER ENCOUNTERED DURING CONSTRUCTION IS TO BE PUMPED THROUGH A "PUMPED WATER FILTER BAG" AS NEEDED SUBBASE OVEREXCAVATION MAY BE REQUIRED TO PROVIDE PROPER COMPACTION
	LOW STRENGTH/LANDSLIDE PRONE	TRENCHING AND EXCAVATION ACTIVITIES MUST ADHERE TO PENNDOT PUB 408 AND ALL OSHA STANDARDS AND REGULATIONS
	,	PIPES ARE TO BE PLACED WITHIN STONE TRENCH WHERE POSSIBLE
	SLOW PERCOLATION	SOIL INFILTRATION IS NOT PROPOSED ON THIS PROJECT
	PIPING	PIPES ARE TO BE PLACED WITHIN STONE TRENCH WHERE POSSIBLE, ANTI-SEEP COLLARS ARE TO BE INSTALLED ON BASIN OUTLET PIPE
	POOR SOURCE OF TOPSOIL	EXCAVATED MATERIAL OF THIS SOIL TYPE IS NOT TO BE USED AS TOPSOIL. IT MAY BE USED AS FILL MATERIAL
	FROST ACTION	FROST HEAVE IS ACCOUNTED FOR IN PAVEMENT DESIGN
	WETNESS	WATER ENCOUNTERED DURING CONSTRUCTION IS TO BE PUMPED THROUGH A "PUMPED WATER FILTER BAG" AS NEEDED, SUBBASE OVEREXCAVATION MAY BE REQUIRED TO PROVIDE PROPER COMPACTION

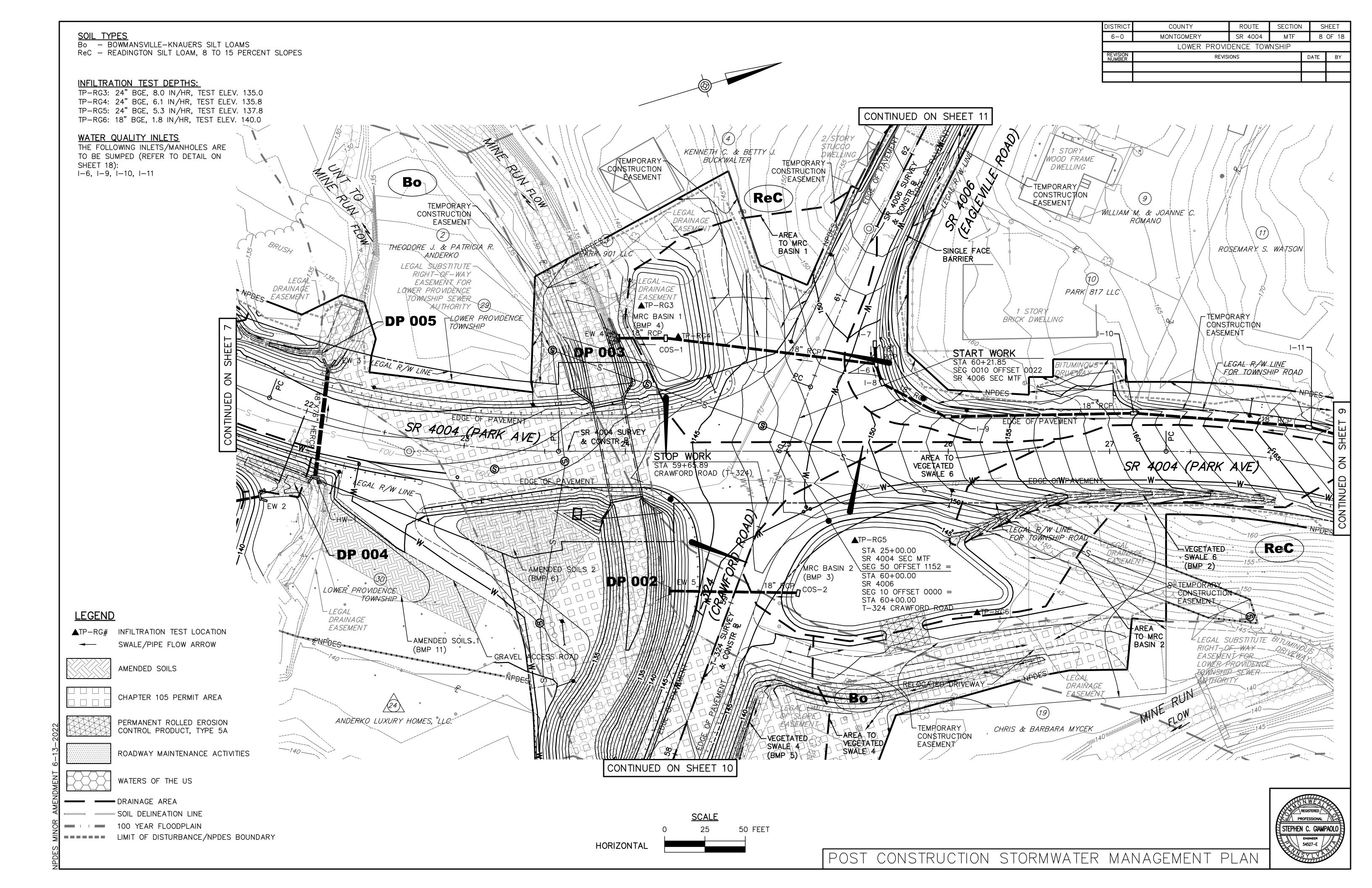
* — SOIL LIMITATIONS ARE PER TABLE E.1 OF THE "EROSION AND SEDIMENT POLLUTION CONTROL PROGRAM MANUAL".

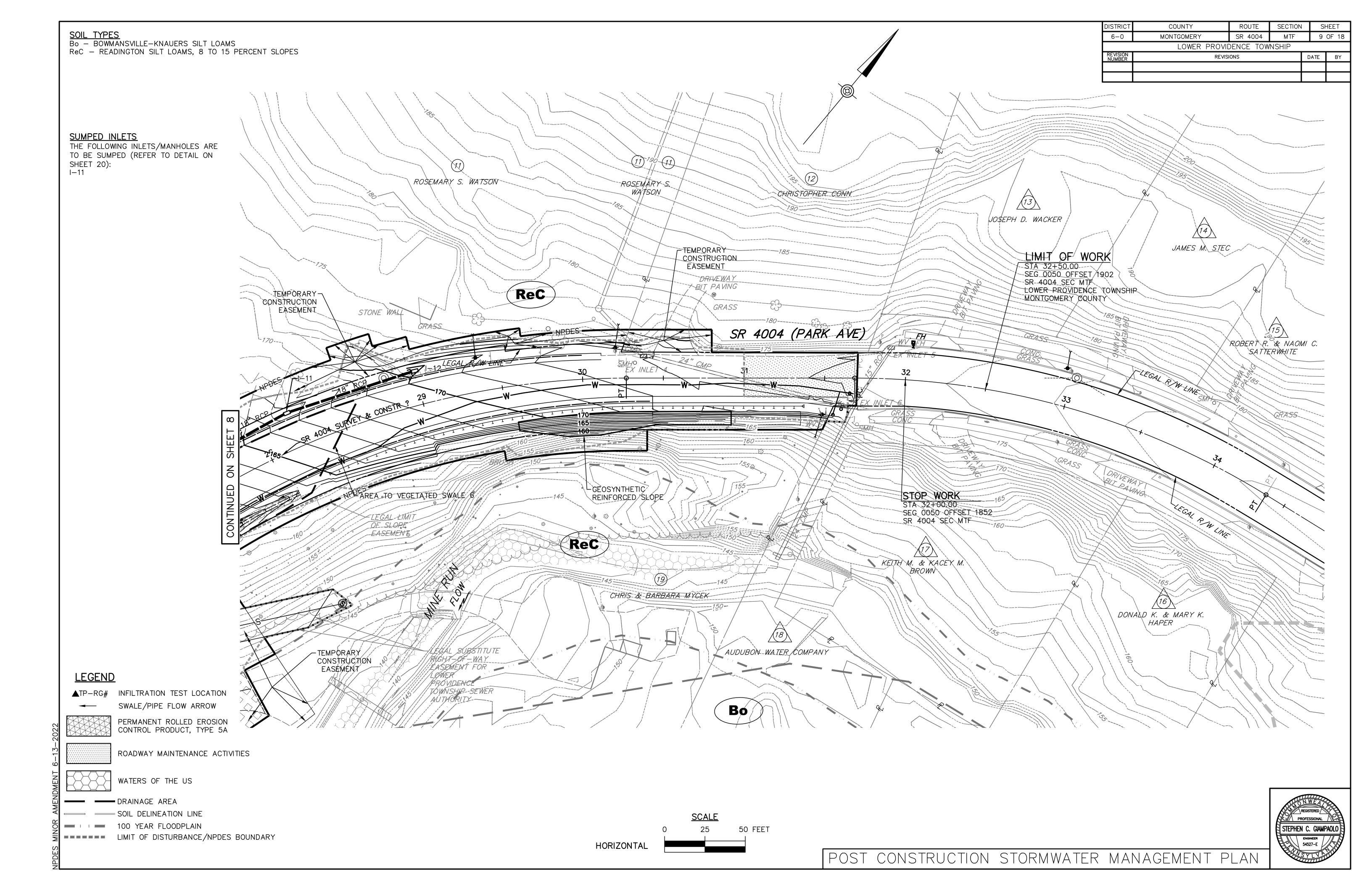
NOTE: NO GEOLOGIC FORMATIONS OR SOIL CONDITIONS HAVING THE POTENTIAL TO CAUSE POLLUTION HAVE BEEN OBSERVED.

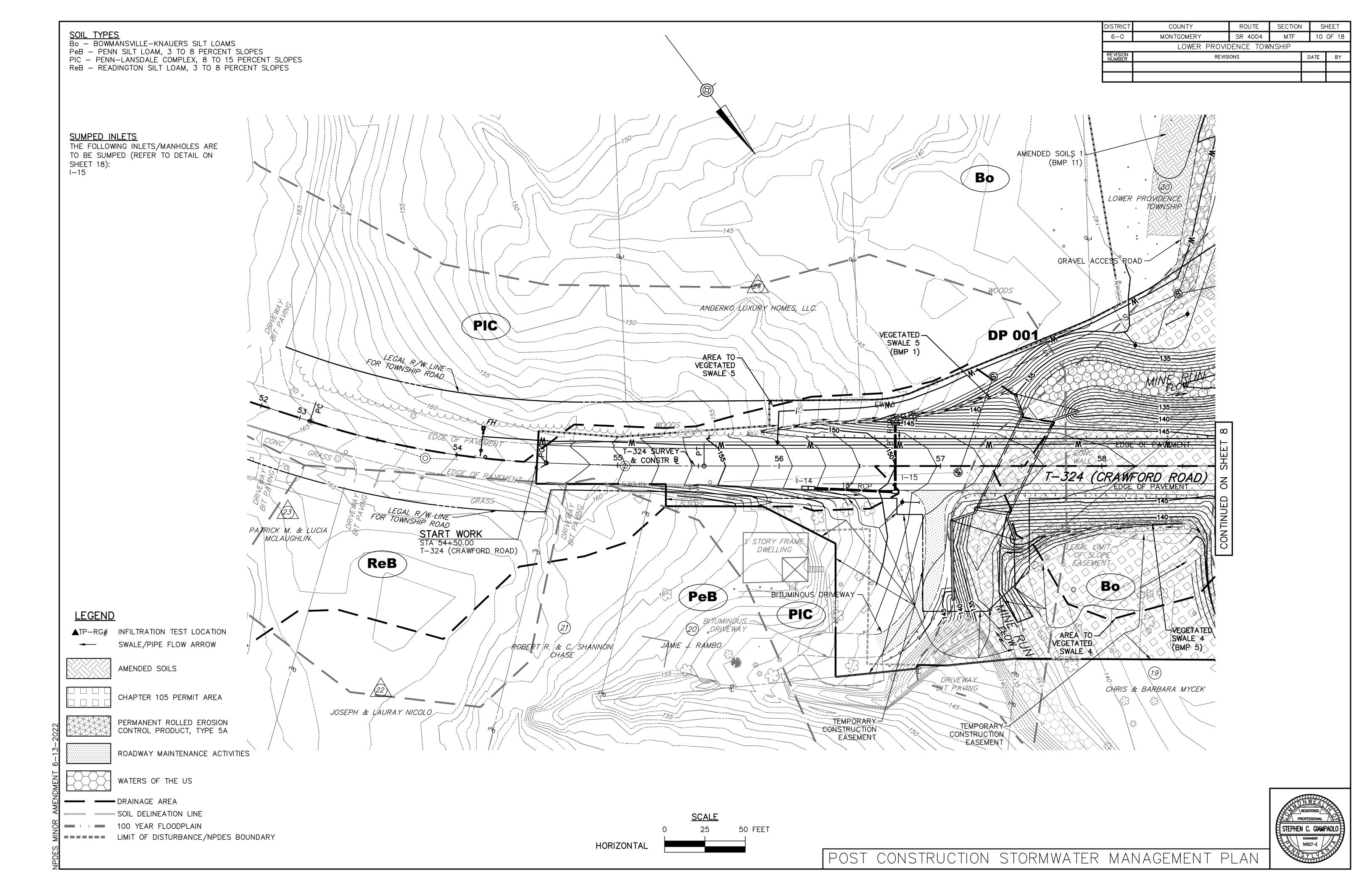
SOIL TYPES NOT LISTED ARE NOT DISTURBED DURING CONSTRUCTION.

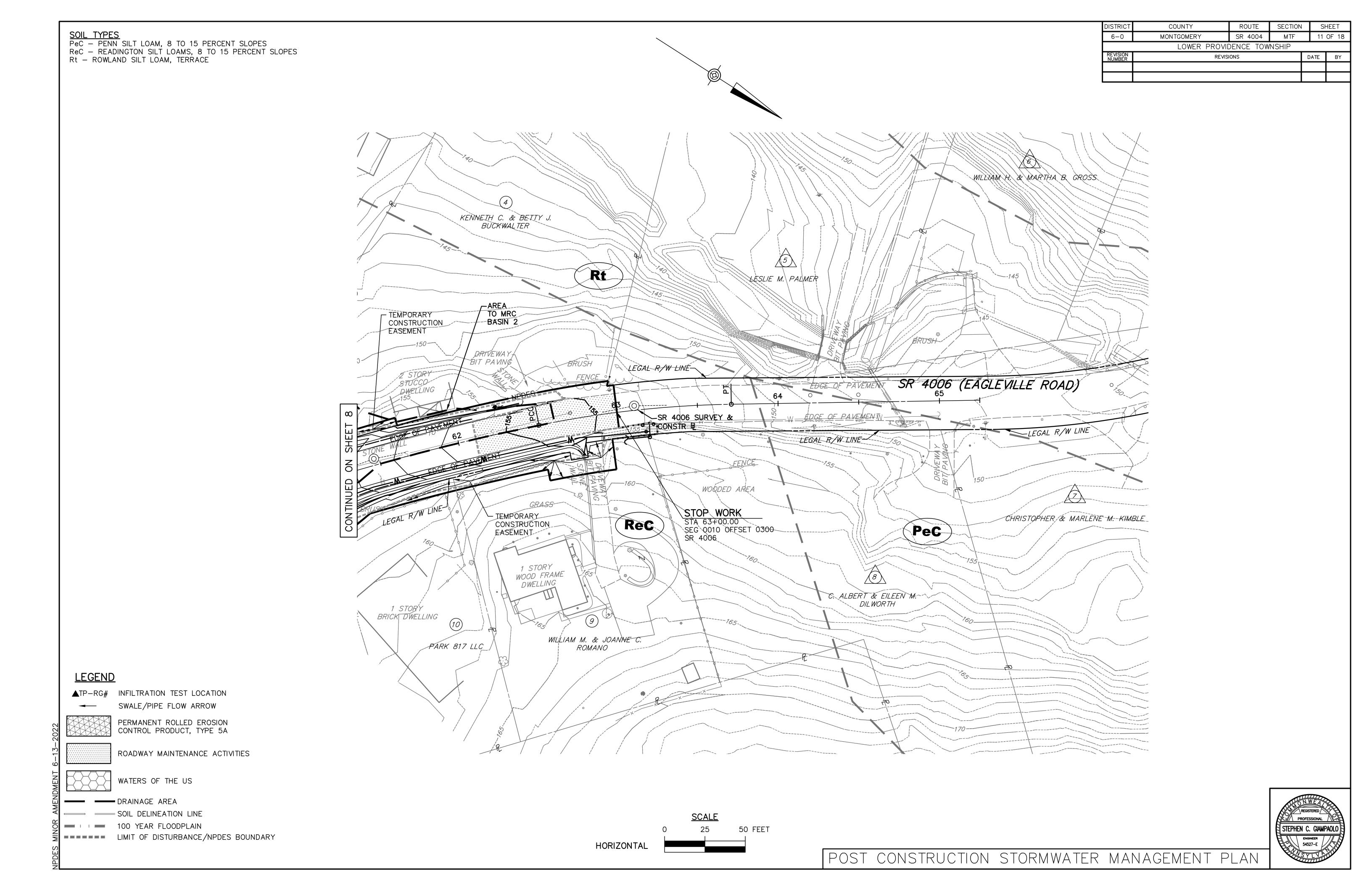


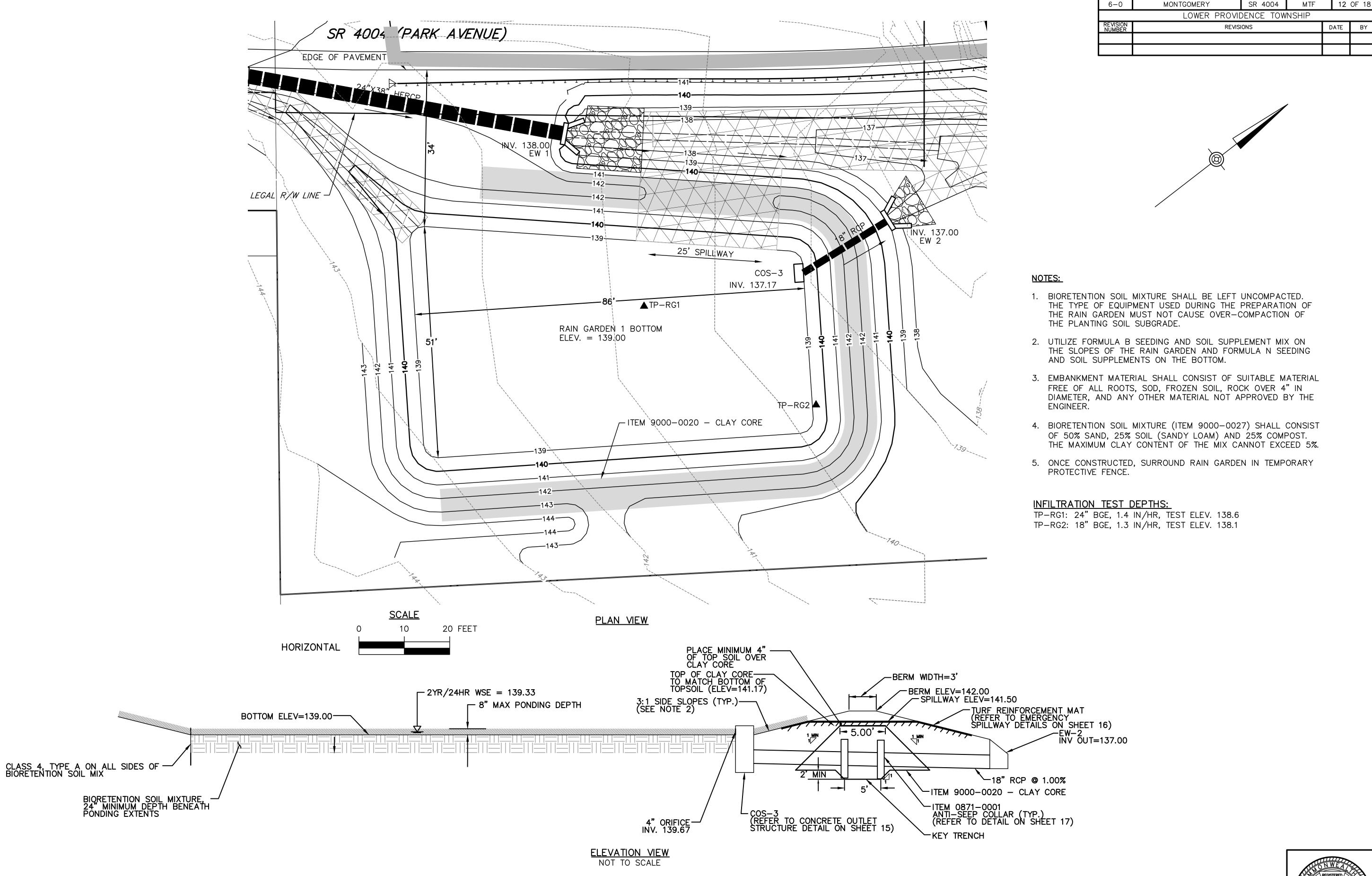












RAIN GARDEN 1 (BMP 8) DETAIL

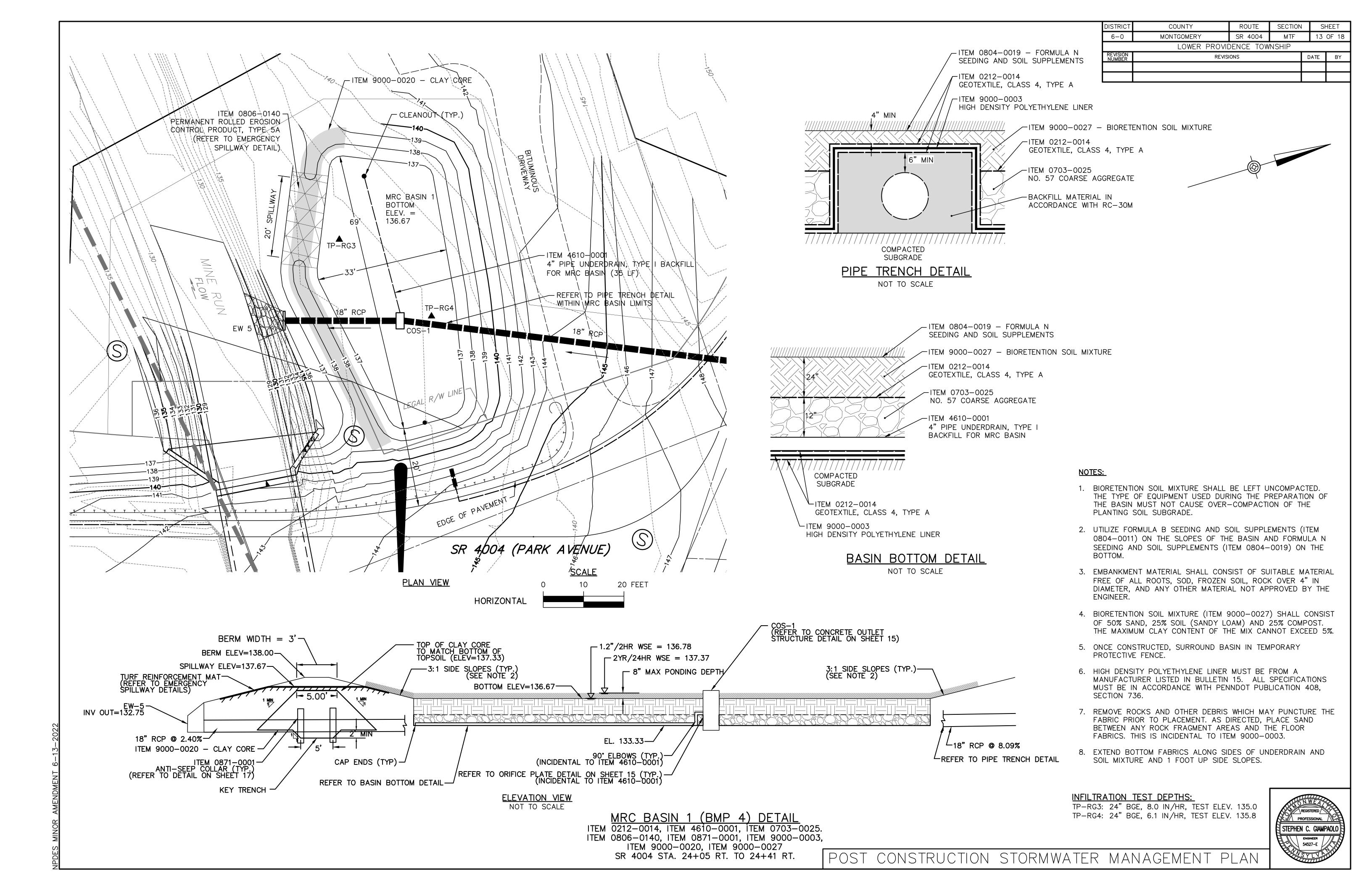
ITEM 0212-0014, ITEM 0806-0140, ITEM 0875-0001

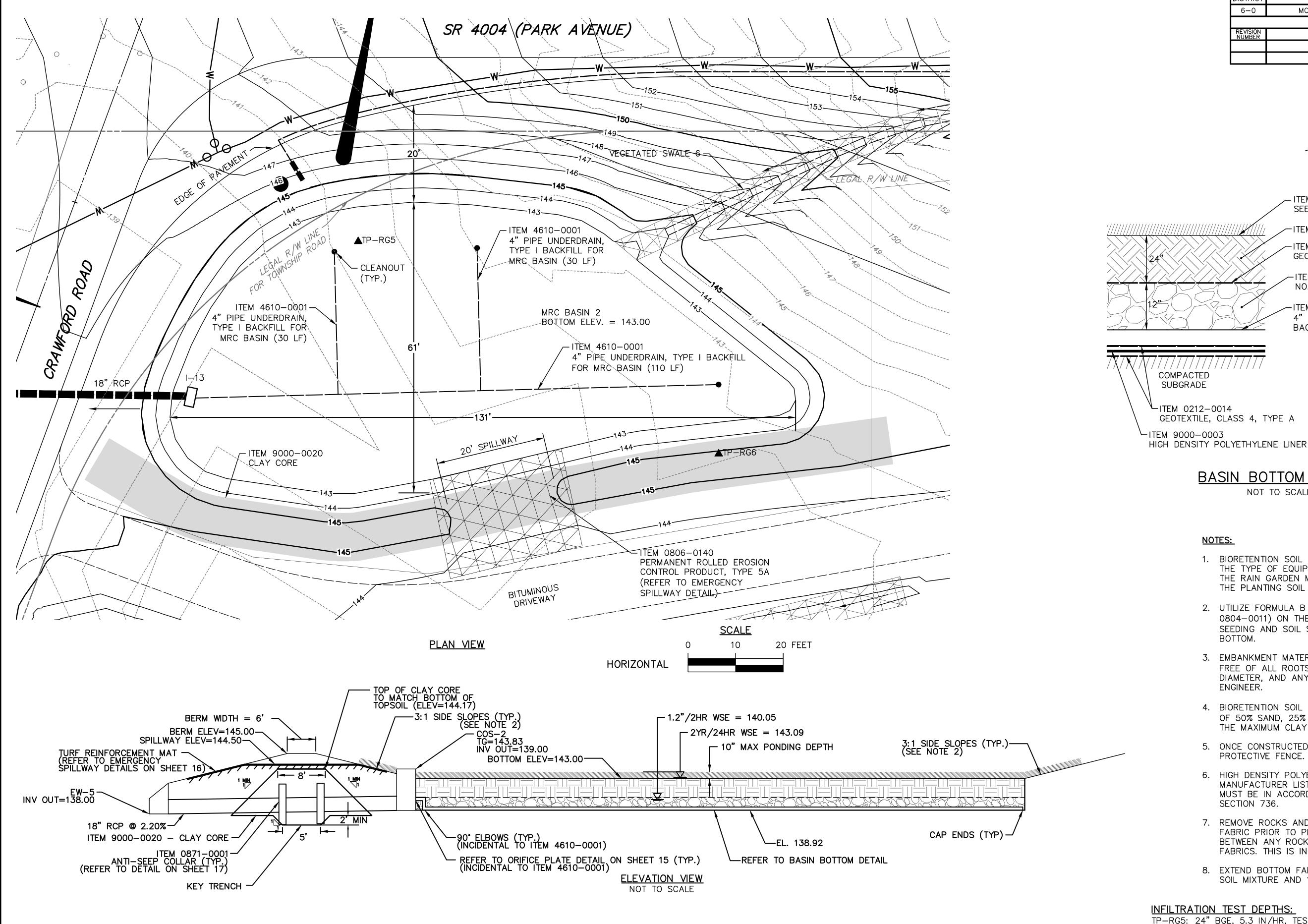
ITEM 9000-0020, ITEM 9000-0027 SR 4004 STA. 20+87 RT. TO 21+75 RT. SECTION

ROUTE

COUNTY

SHEET





MRC BASIN 2 (BMP 3) DETAIL

ITEM 0212-0014, ITEM 4610-0001, ITEM 0703-0025. ITEM

0806-0140, ITEM 0871-0001, ITEM 9000-0003, ITEM 9000-0027 SR 4004 STA. 25+03 RT. TO 26+37 RT.

SECTION COUNTY ROUTE SHEET 6-0 MONTGOMERY SR 4004 MTF 14 OF 18 LOWER PROVIDENCE TOWNSHIP **REVISIONS** DATE BY

-ITEM 0804-0019 - FORMULA N SEEDING AND SOIL SUPPLEMENTS -ITEM 9000-0027 - BIORETENTION SOIL MIXTURE -ITEM 0212-0014 GEOTEXTILE, CLASS 4, TYPE A -ITEM 0703-0025 NO. 57 COARSE AGGREGATE -ITEM 4610-0001 4" PIPE UNDERDRAIN, TYPE BACKFILL FOR MRC BASIN

BASIN BOTTOM DETAIL

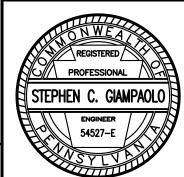
NOT TO SCALE

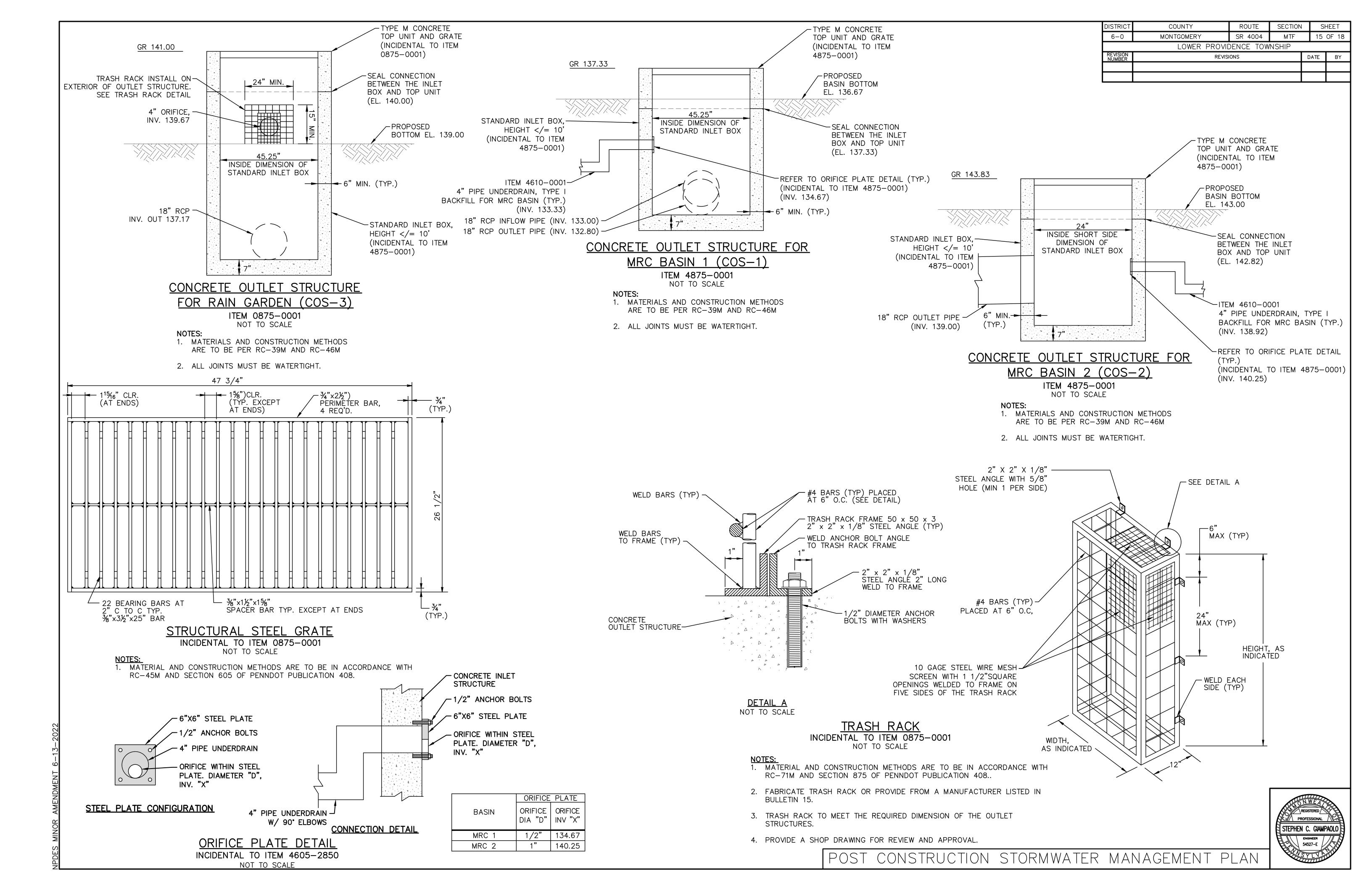
NOTES:

- 1. BIORETENTION SOIL MIXTURE SHALL BE LEFT UNCOMPACTED. THE TYPE OF EQUIPMENT USED DURING THE PREPARATION OF THE RAIN GARDEN MUST NOT CAUSE OVER-COMPACTION OF THE PLANTING SOIL SUBGRADE.
- 2. UTILIZE FORMULA B SEEDING AND SOIL SUPPLEMENTS (ITEM 0804-0011) ON THE SLOPES OF THE BASIN AND FORMULA N SEEDING AND SOIL SUPPLEMENTS (ITEM 0804-0019) ON THE
- 3. EMBANKMENT MATERIAL SHALL CONSIST OF SUITABLE MATERIAL FREE OF ALL ROOTS, SOD, FROZEN SOIL, ROCK OVER 4" IN DIAMETER. AND ANY OTHER MATERIAL NOT APPROVED BY THE ENGINEER.
- 4. BIORETENTION SOIL MIXTURE (ITEM 9000-0027) SHALL CONSIST OF 50% SAND, 25% SOIL (SANDY LOAM) AND 25% COMPOST. THE MAXIMUM CLAY CONTENT OF THE MIX CANNOT EXCEED 5%.
- 5. ONCE CONSTRUCTED, SURROUND RAIN GARDEN IN TEMPORARY PROTECTIVE FENCE.
- 6. HIGH DENSITY POLYETHYLENE LINER MUST BE FROM A MANUFACTURER LISTED IN BULLETIN 15. ALL SPECIFICATIONS MUST BE IN ACCORDANCE WITH PENNDOT PUBLICATION 408, SECTION 736.
- 7. REMOVE ROCKS AND OTHER DEBRIS WHICH MAY PUNCTURE THE FABRIC PRIOR TO PLACEMENT. AS DIRECTED, PLACE SAND BETWEEN ANY ROCK FRAGMENT AREAS AND THE FLOOR FABRICS. THIS IS INCIDENTAL TO ITEM 9000-0003.
- 8. EXTEND BOTTOM FABRICS ALONG SIDES OF UNDERDRAIN AND SOIL MIXTURE AND 1 FOOT UP SIDE SLOPES.

INFILTRATION TEST DEPTHS:

TP-RG5: 24" BGE, 5.3 IN/HR, TEST ELEV. 137.8 TP-RG6: 18" BGE, 1.8 IN/HR, TEST ELEV. 140.0





NOTES:

1. MULCH AND PLANTING SOIL SHALL BE LEFT UNCOMPACTED. THE TYPE OF EQUIPMENT USED DURING THE PREPARATION OF THE VEGETATED SWALE MUST NOT CAUSE OVER—COMPACTION OF THE PLANTING SOIL SUBGRADE.

2. UTILIZE FORMULA N SEEDING MIX (ITEM 0804-0019) WITHIN THE BOTTOM AND SLOPES OF THE VEGETATED SWALE.

3. EMBANKMENT MATERIAL SHALL CONSIST OF SUITABLE MATERIAL FREE OF ALL ROOTS, SOD, FROZEN SOIL, ROCK OVER 4" IN DIAMETER, AND ANY OTHER MATERIAL NOT APPROVED BY THE ENGINEER.

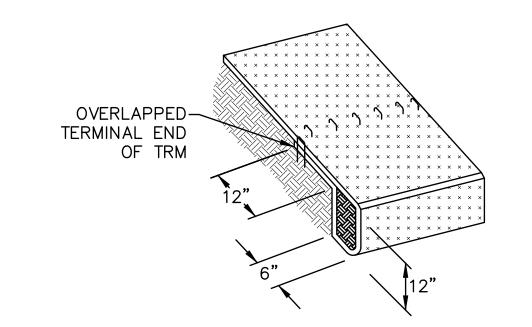
CHANNEL	CHANNEL ID	LOCATION	BOTTOM WIDTH 'B'	MIN DEPTH* 'D'	SIDE SLOPE 'Z1'	SIDE SLOPE 'Z2'	LINING
			FT	FT			
VEGETATED SWALE 1 (BMP 7)	VEG-1	STA. 20+41 TO STA. 20+87	2.00	1.00	2	2	PERMANENT RECP, TYPE 5A
VEGETATED SWALE 2 (BMP 9)	VEG-2	STA. 21+21 TO STA. 22+16	5.00	4.00	2	2	PERMANENT RECP, TYPE 5A
VEGETATED SWALE 3 (BMP 10)	VEG-3	STA. 17+99 TO STA. 21+98	2.00	1.00	2	2	PERMANENT RECP, TYPE 5A
VEGETATED SWALE 4 (BMP 5)	VEG-4	CRAWFORD RD STA. 57+56 TO STA. 58+55	0.00	1.00	2	2	PERMANENT RECP, TYPE 5A
VEGETATED SWALE 5 (BMP 1)	VEG-5	CRAWFORD RD STA. 55+79 TO STA. 57+47	0.00	1.50	2	2	PERMANENT RECP, TYPE 5A
VEGETATED SWALE 6 (BMP 2)	VEG-6	STA. 26+00 TO STA. 28+00	2.00	1.50	2	2	PERMANENT RECP, TYPE 5A
VEGETATED SWALE 7 (BMP 12)	VEG-7	STA 16+56 TO STA 17+55	2.00	1.50	2	2	PERMANENT RECP, TYPE 5A

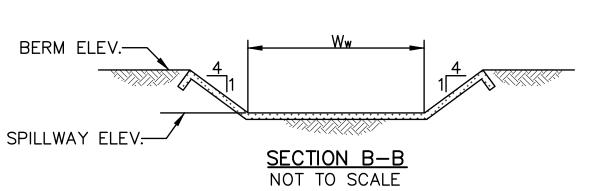
VEGETATED SWALE DETAIL

ITEM 9000-0026, ITEM 0804-0019,

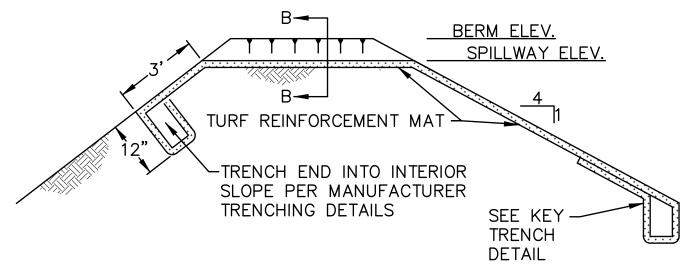
ITEM 0806-0140

NOT TO SCALE





KEY TRENCH AT TOE OF SLOPE OF SPILLWAY NOT TO SCALE



	SPIL	LWAY
BASIN	WIDTH (X)	ELEVATION (Y)
RAIN GARDEN 1	25'	141.50
MRC BASIN 1	20'	137.67
MRC BASIN 2	20'	144.50

EMBANKMENT SECTION ALONG EMERGENCY SPILLWAY NOT TO SCALE

EMERGENCY SPILLWAY DETAIL — TRM LINING
ITEM 0806-0140

6-0	MONTGOMERY SR 4004 MTF 16 OF 18									
	LOWER PROVI	DENCE TOW	NSHIP							
REVISION NUMBER	REVISI	REVISIONS DATE BY								

COUNTY

DISTRIC

ROUTE

SECTION

SHEET

AMENDED SOILS

<u>DESCRIPTION</u> — THIS WORK IS THE FURNISHING AND PLACING AMENDED SOILS FOR POST CONSTRUCTION STORM WATER MANAGEMENT PURPOSES AS INDICATED.

MATERIAL -

- 1. TOPSOIL SECTION 802.2
- 2. COMPOST IN ACCORDANCE SECTION 808.2(f).4 AND AS FOLLOWS:

REFER TO TABLE BELOW FOR RECOMMENDED BULK DENSITY. VERY COARSE COMPOST SHOULD BE AVOIDED.

IDEAL BULK DENSITIES	BULK DENSITIES THAT MAY AFFECT ROOT GROWTH	BULK DENSITIES THAT RESTRICT ROOT GROWTH
g/cm3	g/cm3	g/cm3
< 1.60	1.69	1.8
< 1.40	1.63	1.8
< 1.40	1.6	1.75
< 1.30	1.6	1.75
<1.10	1.55	1.65
< 1.10	1.49	1.58
< 1.10	1.39	1.47
	DENSITIES g/cm3 < 1.60 < 1.40 < 1.40 < 1.10 < 1.10	IDEAL BULK DENSITIES THAT MAY AFFECT ROOT GROWTH g/cm3 g/cm3 < 1.60

RECOMMENDED BULK DENSITIES FOR COMPOST

ORGANIC MATTER CONTENT	25%-100% (DRY WEIGHT BASIS)
ORGANIC PORTION	FIBROUS AND ELONGATED
рН	5.5-8.0
MOISTURE CONTENT	35%-55%
PARTICLE SIZE	PASS 1-INCH STANDARD SCREEN
SOLUBLE SALT CONCENTRATION	3.0 dS MAXIMUM

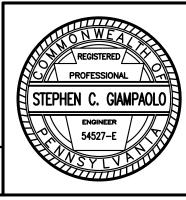
COMPOST STANDARDS

CONSTRUCTION -

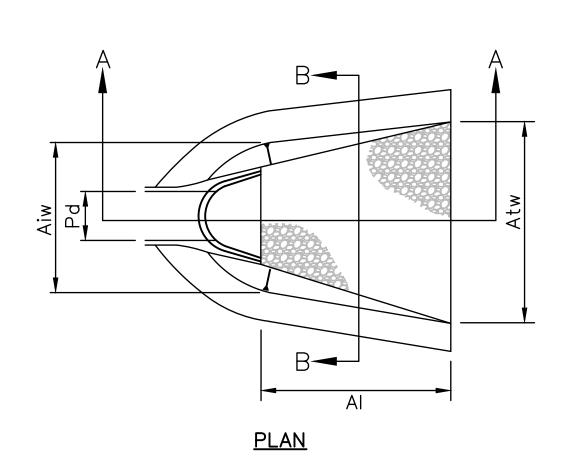
- 1. PREPARE AREAS INDICATED ON THE PLAN TO BE PLACED WITH AMENDED SOILS. REMOVE TEN (10) INCHES BELOW FINISHED GRADE. WHILE SOIL IS DRY, LOOSEN AN ADDITIONAL TEN (10) INCHES BELOW BOTTOM OF EXCAVATED AREA THROUGH A SUBSOILING PROCESS SUCH AS RIPPING OR TILLING. A SOLID—SHANK RIPPER OR ROTOTILL SHOULD BE USED. REMOVE STONES AND OTHER FOREIGN MATERIAL TWO INCHES OR LARGER. REMOVE AND SATISFACTORILY DISPOSE OF UNSUITABLE AND SURPLUS MATERIAL.
- 2. SPREAD THREE (3) INCHES OF COMPOST ON TWO (2) INCHES OF TOPSOIL. TILL WITH ROTARY TILLER SET AT A DEPTH OF FIVE (5) INCHES UNTIL COMPOST IS INCORPORATED INTO SOIL. ON THE TILLED SOIL/COMPOST MIXTURE, SPREAD A SECOND LIFT OF THREE (3) INCHES OF COMPOST ON TWO (2) INCHES OF TOPSOIL AND TILL TO A DEPTH OF FIVE (5) INCHES. PLACE ADDITIONAL TOPSOIL IF NEEDED TO MEET THE FINAL GRADE.
- 3. DO NOT COMPACT AMENDED SOILS DURING INSTALLATION OR WHEN PLACING SODDING.

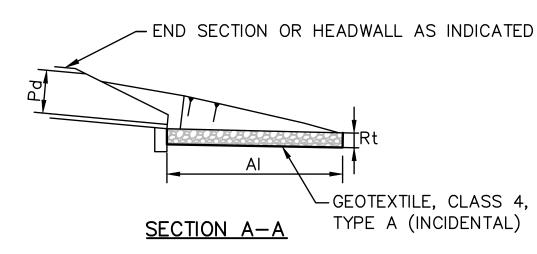
MEASUREMENT AND PAYMENT — CUBIC YARD. INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT FOR SOIL REMOVAL AND DISPOSAL, SUBSOILING, PLACEMENT, AND TILLING.

AMENDED SOILS
ITEM 9000-0026

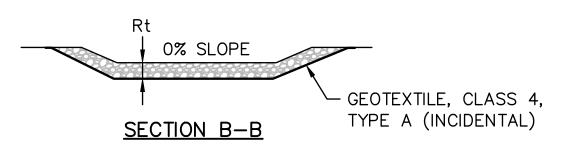


DISTRICT	COUNTY	ROUTE SECTION		SHEET			
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REVISION NUMBER	REVISI		DATE	BY			





Rt = 1.5 TIMES THE MAXIMUM STONE DIAMETER, BUT NOT LESS THAN 6 INCHES.

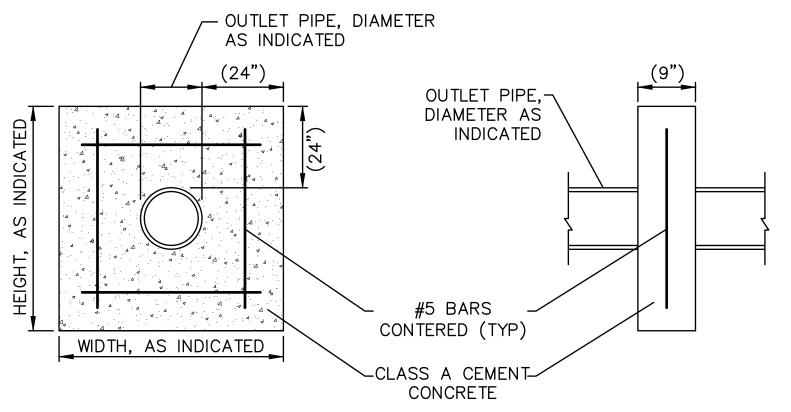


OUTLET	SR	STATION	SIDE	PIPE DIAMETER Do (IN)	TAILWATER CONDITION (MAX OR MIN)	Q (CFS)	V (FPS)	RIPRAP SIZE Size (R-)	LENGTH AI (FT)	WIDTH AT OUTLET AiW (FT)	TERMINUS WIDTH AtW (FT)	DEPTH Rt (IN)	MANNING "n" VALUE	PIPE SLOPE (FT/FT)
EW-2	4004	21+90	RT	18	MIN	0.31	2.54	R-4	8	4.5	12.5	18	0.012	0.008
EW-4	4004	23+95	LT	18	MIN	9.37	9.00	R-5	8	4.5	12.5	24	0.012	0.036
EW-5	T-324	58+94	LT	18	MIN	0.06	1.85	R-6	8	4.5	12.5	30	0.012	0.022
EW-6	T-324	56+72	LT	18	MIN	5.00	5.31	R-4	8	4.5	12.5	18	0.012	0.009

NOTES:

- PROVIDE GEOTEXTILE MATERIAL ALONG ALL INTERFACE AREAS WITH GROUND CONTACT.
- 2. SLOPE SHOULD BE LEVEL OR AS CLOSE TO LEVEL AS REASONABLY POSSIBLE BASED ON SITE CONDITIONS.
- 3. ALL APRONS SHALL BE CONSTRUCTED TO THE DIMENSIONS SHOWN. TERMINAL WIDTHS SHALL BE ADJUSTED AS NECESSARY TO MATCH RECEIVING CHANNELS.
- 4. ALL APRONS SHALL BE INSPECTED AT LEAST TWICE PER YEAR. DISPLACED RIPRAP WITHIN THE APRON SHALL BE REPLACED IMMEDIATELY.

ROCK APRON DETAIL ITEM 0851-0003 NOT TO SCALE

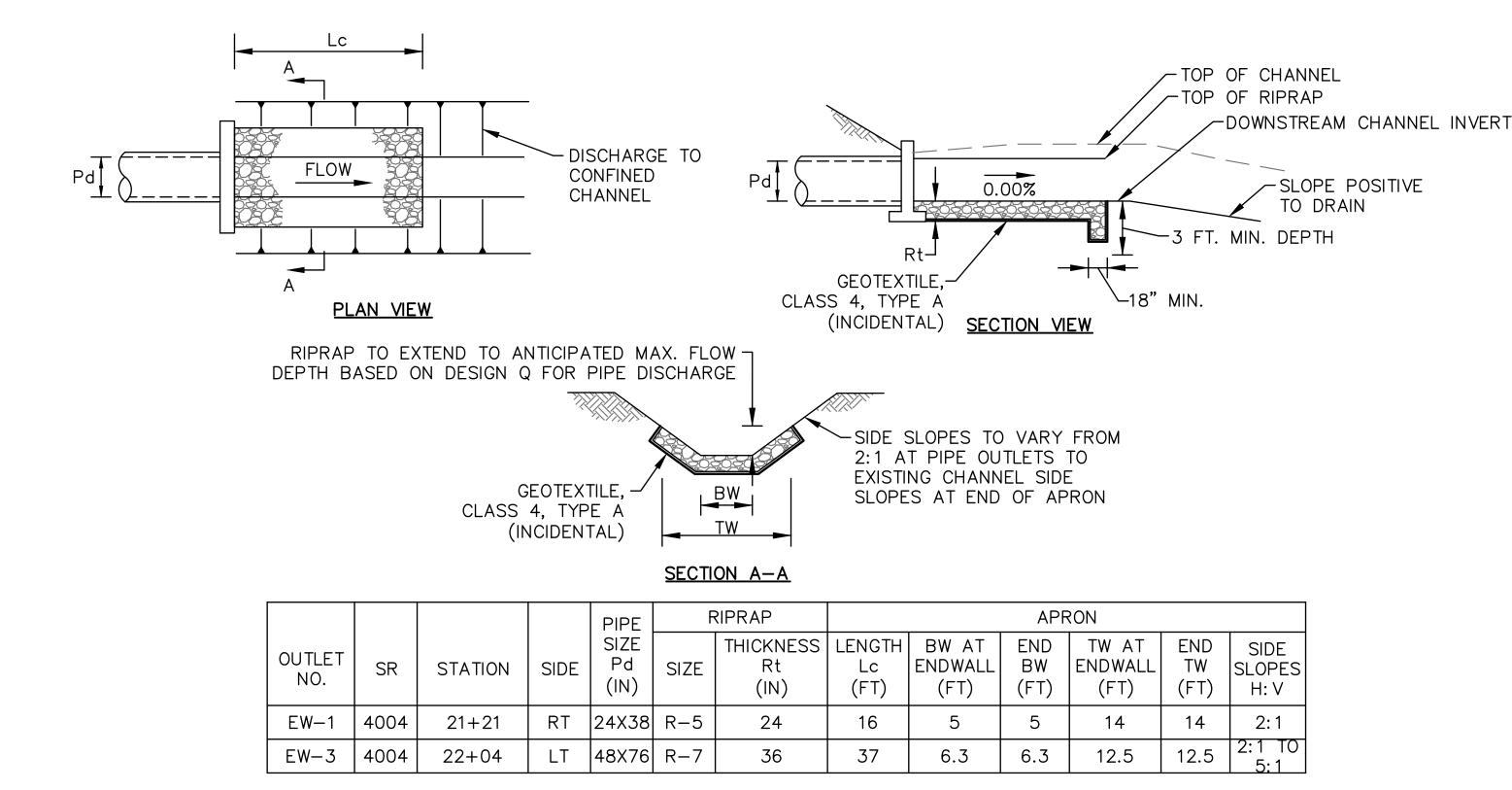


	COL	LAR
BASIN	WIDTH (X)	HEIGHT (Y)
RAIN GARDEN 1	3'-5"	3'-5"
MRC BASIN 1	3'-6"	3'-6"
MRC BASIN 2	3'-7"	3'-7"

NOTES:

- 1. ANTI-SEEP COLLARS AND PIPE CONNECTIONS MUST BE WATERTIGHT.
- 2. PIPE JOINTS MUST BE A MINIMUM 2 FEET FROM ANTI-SEEP COLLARS.

CONCRETE ANTI-SEEP COLLAR DETAIL ITEM 0871-0001 NOT TO SCALE



NOTES:

- 1. ALL APRONS SHALL BE CONSTRUCTED TO THE DIMENSIONS SHOWN. TERMINAL WIDTHS SHALL BE ADJUSTED AS NECESSARY TO MATCH RECEIVING CHANNELS.
- 2. ALL APRONS SHALL BE INSPECTED AT LEAST WEEKLY AND AFTER EACH RUNOFF EVENT. DISPLACED RIPRAP WITHIN THE APRON SHALL BE REPLACED IMMEDIATELY.
- * GROUTED ENERGY DISSIPATOR. REFER TO PENNDOT PUB 408, SECTION 851.

ROCK APRON AT PIPE OUTLET TO AN EXISTING CHANNEL DETAIL

ITEM 0851-0003 NOT TO SCALE

TURF REINFORCEMENT MAT SPECIFICATIONS:

PERMANENT ROLLED EROSION CONTROL PRODUCT, TYPE 5A: INSTALL WITHIN SWALES AND ON BASIN SPILLWAYS AS INDICATED.

SECTION 806.2(B) - TURF REINFORCEMENT MAT:

COMPOSED OF NON-DEGRADABLE SYNTHETIC FIBERS, FILAMENTS, NETS, WIRE MESH AND/OR OTHER MATERIALS PROCESSED INTO A THREE-DIMENSIONAL MATRIX. ADHERE TO FOLLOWING REQUIREMENTS (ALL VALUES ARE FOR VEGETATED CONDITION UNLESS NOTED):

- MAXIMUM SLOPE (H: V):
- MAXIMUM SHEAR STRESS (LB/FT²): 6 (4 UNVEGETATED)
- MINIMUM TENSILE STRENGTH (LB/FT):
- MINIMUM SEED GERMINATION ENHANCEMENT: 200%
- MINIMUM WEIGHT PER UNIT AREA (OZ/YD²):

(ALL MATERIALS MUST BE FROM A BULLETIN 15 APPROVED MANUFACTURER.)

CLASS 4 GEOTEXTILE SPECIFICATIONS:

PERMANENT ROLLED EROSION CONTROL PRODUCT, TYPE 5A: INSTALL WITHIN SWALES AND ON BASIN SPILLWAYS AS INDICATED.

SECTION 735.1(d):

COMPOSED OF NON-WOVEN NEEDLE PUNCHED FABRIC STRUCTURE. ADHERE TO FOLLOWING REQUIREMENTS:

MINIMUM WEIGHT (OZ/SY):

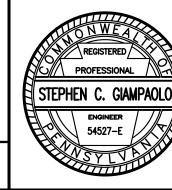
 MINIMUM GRAB TENSILE STRENGTH (LBS): 305 MIN (MACHINE DIRECTION AND CROSS MACHINE DIRECTION)

• MINIMUM GRAB TENSILE ELONGATION (%):

 MINIMUM PUNCTURE (LBS): MINIMUM TRAPEZOID TEAR STRENGTH (LBS): 110

 MAXIMUM APPARENT OPENING SIZE (MM): MINIMUM PERMITTIVITY (SEC⁻¹): 0.70 • MINIMUM ULTRAVIOLET RESISTANCE STRENGTH RETENTION (%): 70 @ 500 HOURS

(ALL MATERIALS MUST BE FROM A BULLETIN 15 APPROVED MANUFACTURER.)



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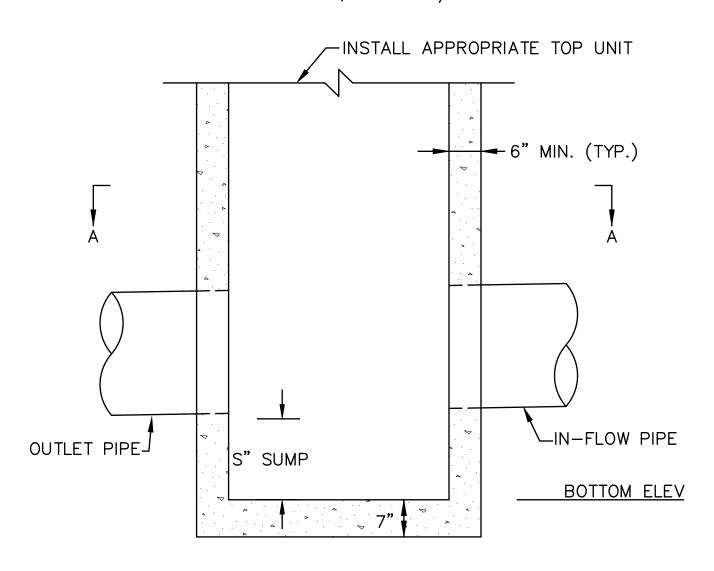
NOTES:

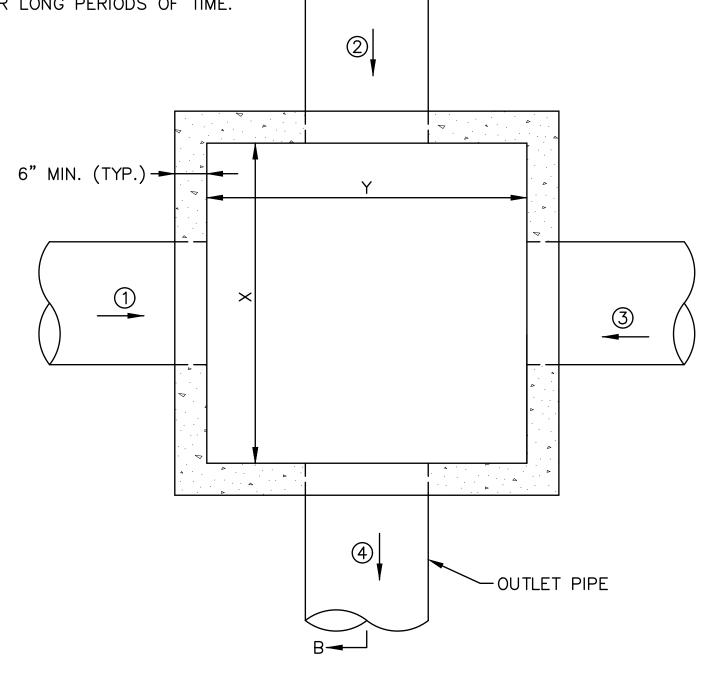
1. MATERIALS AND CONSTRUCTION METHODS ARE TO BE PER RC-39M AND RC-46M.

2. DRILL FOUR (4) 3/4" WEEP HOLES IN THE BOTTOM OF THE BOX TO PREVENT STANDING WATER FOR LONG PERIODS OF TIME.

* - SUMPED INLET BOXES:

- ITEM 4605-2850 STANDARD INLET BOX, HEIGHT </= 10' MODIFIED
 ITEM 4605-2858 TYPE 5 INLET BOX, HEIGHT </= 10' MODIFIED





ELEVATION VIEW, B-B
NOT TO SCALE

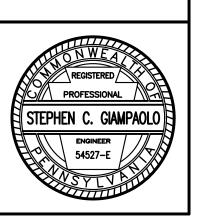
PLAN VIEW, A—A
NOT TO SCALE

INII ET ID	CD	STATION	INLET			OD ELEV	SUMP DEPTH		1)			2			3			4	
INLET ID	SR	STATION	BOX*	^	ľ	GR ELEV.	(S)	SIZE	FROM	INV	SIZE	FROM	INV	SIZE	FROM	INV	SIZE	ТО	INV
I-1	4004	17+58.00 RT	4605-2858	60"	48"	151.89	12"	_	_	_	_	_	-	_	1	_	24"X38"	l - 2	145.01
I-2	4004	19+02.00 RT	4605-2850	24"	45.25"	146.00	12"	_	_	_	24"X38"	I – 1	142.85	_	1	_	24"X38"	1–3	142.65
1–3	4004	19+90.00 RT	4605-2850	24"	45.25"	143.69	12"	_	_	_	24"X38"	I - 2	140.62	_	ı	_	24"X38"	I-3A	140.42
I-3A	4004	20+50.00 RT	4605-2850	24"	45.25"	142.00	12"	_	_	_	24"X38"	1–3	138.94	_	1	_	24"X38"	EW-1	138.74
I-6	4006	60+70.76 RT	4605-2850	24	45.25"	148.84	12"	18"	I - 7	144.50	_	_	-	18"	- 8	144.50	18"	COS-1	144.30
I - 9	4004	26+00.00 LT	4605-2850	45.25"	24"	152.24	12"	_	_	_	18"	I-10	148.56	_	1	_	18"	1–8	148.36
I-10	4004	27+15.00 LT	4605-2850	45.25"	24"	159.63	12"	_	_	_	18"	I-11	156.63	_	1	_	18"	I - 9	156.43
I—11	4004	28+20.00 LT	4605-2850	45.25"	24"	165.57	12"	_	_	_	18"	I - 12	163.36	_	1	_	18"	I-10	163.16
I-15	T-324	56+72.00 RT	4605-2850	45.25"	24"	149.56	15"	_	_	_	_	_	_	18"	I-14	145.56	18"	EW-5	145.36

SUMPED INLET DETAILS

ITEM 4605-2850, ITEM 4605-2858

NOT TO SCALE



CONTRACTOR INTEGRITY PROVISIONS

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

- **1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - **a.** "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - **b.** "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - **c.** "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - **d. "Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. "Financial Interest" means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - **f.** "**Gratuity**" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the <u>Governor's Code of Conduct</u>, <u>Executive Order 1980-18</u>, the *4 Pa. Code §7.153(b)*, shall apply.
 - **g.** "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- **2.** In furtherance of this policy, Contractor agrees to the following:
 - **a.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- **b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- **e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.



- **f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).*
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.



Contractor Responsibility Provisions

(December 2020)

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

- 1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- **3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- **4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- **5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- **6.** The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at http://www.emarketplace.state.pa.us and clicking the Debarment List tab.

Exhibit D

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

- 1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- **3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- **6.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

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

Exhibit E

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

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

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

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

EXHIBIT F



Contract Provisions - Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
 - 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

EXHIBIT G



- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

EXHIBIT G





LOWER PROVIDENCE TOWNSHIP

100 Parklane Drive • Eagleville, PA 19403 • www.lowerprovidence.org

Administration: 610 539-8020 • Fax: 610 539-6347 Police: 610-539-5901 • Fax: 610-630-2219



LOWER PROVIDENCE TOWNSHIP MONTGOMERY COUNTY, PA Resolution No. 2023-15

A RESOLUTION TO APPOINT THE LOWER PROVIDENCE TOWNSHIP REPRESENTATIVE TO THE MONTGOMERY COUNTY TAX COLLECTION COMMITTEE

BE IT RESOLVED by the Board of Supervisors of Lower Providence Township that we hereby appoint the following individuals to serve as representatives to the Montgomery County Tax Collection Committee as required by Act 32:

- Delegate Finance Director
- First Alternate Voting Delegate Township Manager

ADOPTED and RESOLVED this 2nd day of February 2023.

	BOARD OF SUPERVISOR
	Chair
Attest:	
Secretary	

LOWER PROVIDENCE TOWNSHIP



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MEMORANDUM

TO: Board of Supervisors

FROM: E.J. Mentry, Township Manager

SUBJECT: 2/2/23 BOS Meeting – Agenda Item 4.g. – Manager's Conference Approvals

DATE: January 27, 2023

For the upcoming February 2, 2023 Board of Supervisors meeting, I am requesting BOS approval to attend the 2023 Public Employer Labor Relations Advisory Service (PELRAS) and Association for Pennsylvania Municipal Management (APMM) Conferences. Although these memberships and trainings are provided for in my Employment Agreement, the language dictates that BOS pre-approval is required for conference attendance. The PELRAS Conference is led by labor attorneys who work exclusively with Pennsylvania municipalities and focuses on employee relations, contract negotiations, and all human resources topics. Kristin will also be attending the conference. APMM is the Pennsylvania state affiliate of ICMA (International City/County Management Association). The APMM Conference is the only state conference dedicated solely to municipal managers and assistant managers. I have attended both of these conferences annually since I've been a manager and find them incredibly valuable. My employment agreement also provides for potential attendance at the annual ICMA Conference, which is in September, but I am not seeking approval at this time for that conference. I will reevaluate later in the year and may come back to the BOS with a request for approval.

The 2023 Trainings and Conference budget is \$45,000 (line item 01-401-460), which anticipated my attendance at both of these conferences. An estimate cost breakdown with conference details for both conferences is below:

	PELRAS	APMM
Dates	March 15-17, 2023	May 22-24, 2023
Location	State College, PA	Pittsburgh, PA
Conference Registration	\$225.00	\$450.00*
Hotel (3 nights)	\$333.00	\$680.60
Parking	N/A	\$60.00
Meals/Misc**	\$100.00	\$100.00
TOTAL***	\$658.00	\$1,290.60

^{*}APMM Conference registration fee has not yet been announced. Fee was \$425 last year, so assumed an increase for 2023.

^{**}Most meals are included with conference registration.

^{***}Total does not include gas and toll costs.



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MEMORANDUM

TO: **Board of Supervisors**

FROM: E.J. Mentry, Township Manager

SUBJECT: 2023 Board of Supervisors Goals and Strategy (2/2/23 Agenda Item #5.f.)

DATE: January 27, 2023

As discussed briefly at the end of the Reorganization Meeting, the BOS would like to resume discussions of strategic/action planning and setting goals and priorities for 2023. The upcoming 1/19/23 BOS agenda includes an item to begin these conversations. To assist in guiding the discussion next week and throughout the year, I've compiled a very general list of major topics based on feedback and past discussions with the BOS. These items are *not* in any particular order based on priority:

- 1. Comprehensive Plan Action/Implementation Planning
 - a. Upon adoption of the Comprehensive Plan, which is anticipated for either February or March 2023, we will need to prioritize the implementation goals and craft an action plan.
- 2. Grant Planning
 - a. In conjunction with the above item, the BOS would like to formulate a prioritized plan for potential grant-funded projects.
- 3. Role of Township Boards/Commissions/Committees/Councils
 - a. Discussion on ways to empower Township boards to be more proactive while simultaneously improving communication and collaboration with the BOS.
- 4. Business Development
 - a. Re-establish the Business Development Committee, its role/function, and plans and priorities for 2023 and beyond.
- 5. Township Complex/Building Planning
 - a. Continue discussions and begin formal planning for renovations and improvements to the Township Building and overall campus plan.

For the 2/2 BOS Meeting, we'd like to continue the conversation with a brief discussion on the Township Complex/Building project, to ensure that everyone has an understanding of the scope of the feasibility study, which is likely to be the first step in the process.

Please let me know if you have any questions.