

Michael J. Shafer
Senior Counsel

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Allentown, PA 18101
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E-File

December 3, 2024

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
Harrisburg, PA 17120-3265

**Re: PPL Electric Utilities Corporation Encroachment Agreement;
Parkland School District – Parcel ID #547719272143-1
Lehigh County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation (“PPL Electric”) is an Encroachment Agreement between PPL Electric and the Parkland School District, located in Lehigh County, Pennsylvania. This agreement is being filed pursuant to 66 Pa. C.S.A. § 507.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on December 3, 2024, which is the date it was filed electronically using the Commission’s E-filing system.

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Michael J. Shafer", is written over a light blue horizontal line.

Michael J. Shafer

Enclosure

Prepared by: PPL Electric Utilities

Return to: PPL Electric Utilities
Transmission Right of Way Department
827 Hausman Road
Allentown, PA 18104
Attn: Janet Lembach

Parcel ID: 547719272143-1
Record Address: 2619 Stadium Drive
Municipality: South Whitehall Township

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“**Agreement**”), made this 21st day of November, 2024, by and between PPL ELECTRIC UTILITIES CORPORATION, a Pennsylvania Corporation, having an address of 2 N. Ninth Street, Allentown, Pennsylvania 18101, hereinafter called “**PPL**,” and PARKLAND SCHOOL DISTRICT, a Pennsylvania school district, having a mailing address of 1220 Springhouse Road, Allentown, Pennsylvania 18104, hereinafter called “**Requester**.”

WITNESSETH:

WHEREAS, this Agreement is between a public utility and a municipal corporation and is therefore subject to Pennsylvania Public Utility Commission (“PUC”) review pursuant to 66 Pa.C.S.A. § 507. The Effective Date of this Agreement shall be the later of i) thirty (30) days from the date that PPL submits the Agreement to the PUC; or ii) if the PUC opens an investigation of the Agreement, on the date the PUC approves the Agreement; and

WHEREAS, PPL, has an existing electric transmission easement located in South Whitehall Township, Lehigh County, Pennsylvania, recorded in the Lehigh County Recorder of Deeds Office at Misc. Book Volume 778, Page 159 (“**PPL ROW**”), located on the property identified as Tax Parcel Number 547719272143-1, with said property being more fully described in a deed recorded in the Lehigh County Recorder of Deeds Office at 2014007681 (the “**Property**”); and

WHEREAS, PPL utilizes the PPL ROW for an existing electric transmission line and will utilize the PPL ROW for future electric transmission lines (“**PPL’s Lines/Facilities**”); and

WHEREAS, Requester is desirous of entering into an agreement for the purposes of laying, constructing, maintaining, operating, repairing, replacing, and removing a proposed parking lot (collectively the “**Facilities**”) within the PPL ROW; and

WHEREAS, Requester's Facilities are more fully identified on the plans entitled Parkland School District New Operations Center, prepared by Cowan Associates, Inc., Record Site Plan SP-1, Grading Plan SP-3, dated March 10, 2023, and last revised January 19, 2024, which are attached hereto as Exhibit "A" and incorporated by reference herein (the "Plans"); and

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein.

2. Encroachment License.

2.1 The right and authorization granted to Requester for the Facilities to occupy the PPL ROW is a non-exclusive license for the purposes of construction, operation, maintenance, repair, removal and replacement of the Facilities on the PPL ROW ("Encroachment License"). PPL's grant of the Encroachment License to Requester is conditioned on Requester constructing, operating, and maintaining its Facilities in accordance with the terms of this Agreement. Only the Facilities shown on the Plans are permitted and any additional buildings, structures, equipment, or facilities in addition to the Facilities shown on the Plans are prohibited unless prior written approval is received from PPL.

2.2 Requester shall not, within the PPL ROW: (i) store flammable fuels or materials above ground; (ii) park vehicles that contain highly flammable or explosive cargoes; (iii) fuel vehicles; or (iv) conduct any blasting.

2.3 PPL reserves rights of ingress and egress over the PPL ROW and Property for line maintenance, repair, reconstruction or other work. Should both the PPL and Requester need access to the PPL ROW at the same time the parties will use their best efforts to coordinate their activities so as not to interfere with the activities of the other.

2.4 Any cranes or other equipment which may be used on or near the PPL ROW for the installation or repair of the Facilities must be operated in a manner that will avoid contact with the electric lines and be in accordance with any and all applicable municipal, state or federal rules, statutes, ordinances or regulations, including but not limited to the Federal Occupational Safety and Health Act and safety standards and regulations promulgated by the Department of Labor and Industry. Requester acknowledges that it is requesting to install its Facilities in the vicinity of electric transmission and distribution facilities, and Requester agrees that Requester and its contractors shall exercise extreme caution to avoid shock hazards.

2.5 PPL utilizes the Property for an existing electric transmission line and may utilize the Property for future additional electric transmission lines. In the event that Requester requires relocation or temporary reinforcement of PPL's Lines/Facilities to accommodate the installation, operation and/or maintenance of Requester's Facilities and PPL agrees to such

relocation or temporary reinforcement in advance in writing, such relocation or temporary reinforcement shall be performed by PPL at the sole expense of Requester.

2.6 PPL reserves the right to trim or remove any tree or shrub that interferes with ingress, egress, maintenance or operation of PPL Lines/Facilities without obligation to restore same.

2.7 Should PPL determine in its sole discretion that additional PPL Lines/Facilities are to be installed, operated and maintained on the PPL ROW, Requester shall cooperate with PPL to accommodate the additional PPL Lines/Facilities at Requester's sole cost and expense. Requester's accommodation shall include providing additional protection to Requester's Facilities, and any other reasonable request of PPL.

2.8 Requester's activities under this Agreement, including but not limited to, the installation, operation, and maintenance of the Facilities shall be in compliance with any and all municipal, state and/or federal laws, statutes, rules, ordinances or regulations. Requester agrees to remove, at its sole cost and expense, any and all Facilities if any of the Facilities violate any future laws, statutes, codes or regulations, including but not limited to those laws, statutes, codes or regulations governing the operation of electric transmission or distribution facilities.

2.9 To the extent that Facilities is a parking lot, the portion of the parking lot in PPL ROW, shall be designed for HS 25 loading.

3. Indemnification. Requester hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless PPL, its officers, directors, employees and agents (collectively the "**Indemnified Parties**"), from and against any and all loss, liability, damages, demands, claims, suits, fines, penalties, including attorneys' and experts' fees and/or causes of action whatsoever, caused by, resulting from, or in any way related to the presence of the Facilities on the Property and/or the presence of Requester or its agents or employees on the Property, including but not limited to claims of PPL's own negligence and indemnification against third-party claims or claims by employees or agents of Requester. The indemnification herein shall not apply to claims involving the gross negligence or misconduct of PPL.

4. Environmental Claims. Requester hereby agrees to indemnify and save the Indemnified Parties harmless against any and all claims, losses and liabilities, including costs and reasonable counsel fees arising out of or related to the handling, disturbance, transport, storage, or disposal of Hazardous Substances brought onto, generated, or allowed to enter the Property by Requester, or its/their contractors and subcontractors. "Hazardous Substances" shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "hazardous constituents", "restricted hazardous materials", "extremely hazardous substances", "toxic substances", "contaminants", "pollutants", "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Laws. "Environmental Laws" shall mean all federal, state, local, tribal and foreign laws, regulations, rules, ordinances, codes and similar provisions having the force and effect of law, decrees, judgments, directives, judicial or administrative orders and determinations, and all common law concerning pollution or protection of the environment, natural resources

(including threatened or endangered species and natural resource damages) or human health and safety.

5. Damages.

5.1 If Requester or its employees or agents damage any of PPL's Lines/Facilities, including, but not limited to PPL's Lines/Facilities located underground, and counterpoise, the damage shall be reported immediately to PPL and Requester shall be responsible to reimburse PPL for all costs and expenses incurred by PPL in repairing PPL's Lines/Facilities.

5.2 Requester agrees to restore the PPL ROW to its original condition and to be responsible for any ground settling which may result from the installation of the Facilities, for a period of one (1) year from completed installation of Facilities, and one (1) year from the date any maintenance which may be required thereafter is completed.

5.3 If Requester violates any of the reservations, terms, or conditions set forth in this Agreement and fails to cure such breach within the time period set by PPL in the written notice sent to Requester, PPL may terminate this Agreement, or PPL may cure said breach at Requester's sole cost and expense. In the event that this Agreement is terminated PPL is permitted to remove the Facilities from the PPL ROW at Requester's sole cost and expense and take whatever action necessary to extinguish the Agreement from the public record if the Agreement had been recorded prior to the termination.

5.4 Requester hereby releases PPL from any and all damages to the Facilities or losses sustained by Requester caused by PPL's use of equipment, including but not limited to trucks or other heavy equipment (up to 50 tons double-axle weight), which may be operated over and across the Property, except for those damages or losses sustained as a result of the gross negligence or willful misconduct of PPL..

6. Insurance.

6.1 Requester shall, and shall cause all of its successors and assigns to, during any period where the Facilities are being installed and/or maintained on the PPL ROW, at Requester's sole cost and expense, maintain, or cause to be maintained with insurance companies having an A.M. Best Insurance Rating of 'A-' or better and financial strength category of VIII or higher, the minimum insurance coverages, hereinafter referred to as the "**Required Coverages**", as set forth below. The Commercial General Liability coverage required of Requester and each successor or assign shall be written on an occurrence basis.

6.2 Requester shall name PPL and its officers, directors and employees as additional insureds and shall include a waiver of subrogation in favor of the additional insureds. The insurance coverages afforded under the policies required hereunder shall be primary and non-contributing. The Required Coverages shall include: (a) Commercial General Liability policy for bodily injury and property damage in the amount of \$2,000,000; (b) statutory workers compensation coverage; and (3) automobile insurance at the statutory minimum. PPL reserves the right to change the Required Coverages by providing 30 days written notice to Requester.

7. Miscellaneous.

7.1 This Agreement shall run with the Property and be binding upon the respective successors and assigns of each of the parties hereto.

7.2 This Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by both parties.

7.3 If any part or provision of this Agreement shall be determined to be invalid by a court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

7.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

7.5 This Agreement has been duly authorized by all required corporate or other necessary action of both parties and, upon execution hereof, shall constitute a valid and binding obligation of both parties, enforceable in accordance with its terms.

7.6 All notices, requests, claims, demands, invoices, and other communications hereunder shall be in writing and shall be given (and except as otherwise expressly provided herein, will be deemed to have been duly given if so given) by hand delivery, by electronic mail, by mail (registered or certified, postage prepaid), or by reputable overnight delivery service (prepaid or billed to sender), effective upon receipt, to the respective Parties as follows:

If to PPL:

PPL Electric Utilities Corporation
Attn: Manager-Transmission Siting/ROW/Permits/Real Estate
Two North Ninth Street
Allentown, Pennsylvania 18101

With a copy to:

PPL Services Corporation
Office of General Counsel
Two North Ninth Street
Allentown, Pennsylvania 18101

If to Requester:

Parkland School District
1220 Springhouse Road
Allentown, Pennsylvania 18104


7.7 The Encroachment License granted by this Agreement shall continue in force until terminated at any time by PPL giving Requester, its successors and assigns, sixty (60) days' notice of PPL's intention to terminate. Requester acknowledges that because of the nature of PPL's business, it may be required at any time for PPL to invoke the herein stated termination clause in order to ensure the use of the PPL ROW for PPL's business purposes as a public utility.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

WITNESS:

PPL ELECTRIC UTILITIES CORPORATION

By: 
Austin Weseloh
Transmission Right of Way and Real Estate Supervisor

WITNESS:

PARKLAND SCHOOL DISTRICT



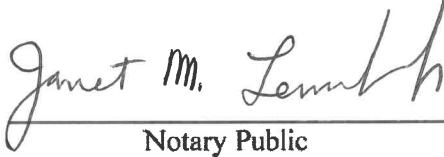
By: 
Mark Madson
Superintendent

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF LEHIGH)

On this the 3rd day of December, 2024 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Austin Weseloh, who acknowledged himself to be the Transmission Right of Way and Real Estate Supervisor of PPL Electric Utilities Corporation, a corporation, and that he as such Transmission Right of Way and Real Estate Supervisor, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Transmission Right of Way and Real Estate Supervisor.

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

Commonwealth of Pennsylvania - Notary Seal
Janet M. Lembach, Notary Public
Lehigh County
My commission expires March 29, 2028
Commission number 1094331
Member, Pennsylvania Association of Notaries


Notary Public

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF LEHIGH)

On this the 21st day of November, 2024 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Mark Madson, who acknowledged himself to be the Superintendent of Parkland School District, a Pennsylvania school district, and that he as such Superintendent, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Superintendent.

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

Commonwealth of Pennsylvania - Notary Seal
Rachel Weiland, Notary Public
Lehigh County
My commission expires August 23, 2027
Commission number 1438155
Member, Pennsylvania Association of Notaries

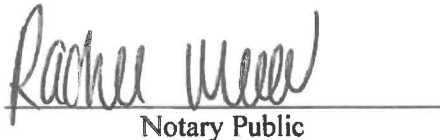
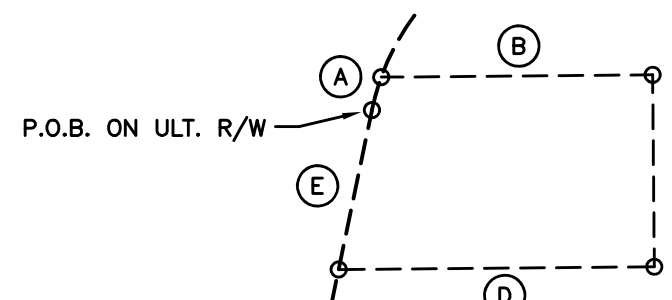

Notary Public

EXHIBIT "A"

PROPOSED STORMWATER MANAGEMENT EASEMENT

- S 54°59'16" W 212.44'
S 88°42'05" W 60.97'
R=215.00' L=109.92'
T=56.19' D=29°17'35"
CHB=N 76°39'08" W 108.73'



PROPOSED WATER EASEMENT DETAIL

- A R=25.00' L=3.57'
T=1.79' D=08°10'43"
CHB=N 57°54'59" W 3.57'
B N 15°44'40" E 28.27'
C S 74°15'20" E 20.00'
D S 15°44'40" W 32.87'
E N 62°00'20" W 16.96'

ZONING COMPLIANCE CHART table with columns: ZONING REGULATION, EXISTING, PROPOSED. Rows include: MIN. LOT AREA, MIN. LOT FRONTAGE, MAX. IMPERVIOUS COVERAGE, MAX. BUILDING HEIGHT, MIN. FRONT YARD, MIN. SIDE YARD, MIN. REAR YARD.

THE FOLLOWING WAIVERS FROM THE SOUTH WHITEHALL TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE AND STORMWATER MANAGEMENT ORDINANCE WERE GRANTED BY SOUTH WHITEHALL TOWNSHIP ON APRIL 19, 2023.

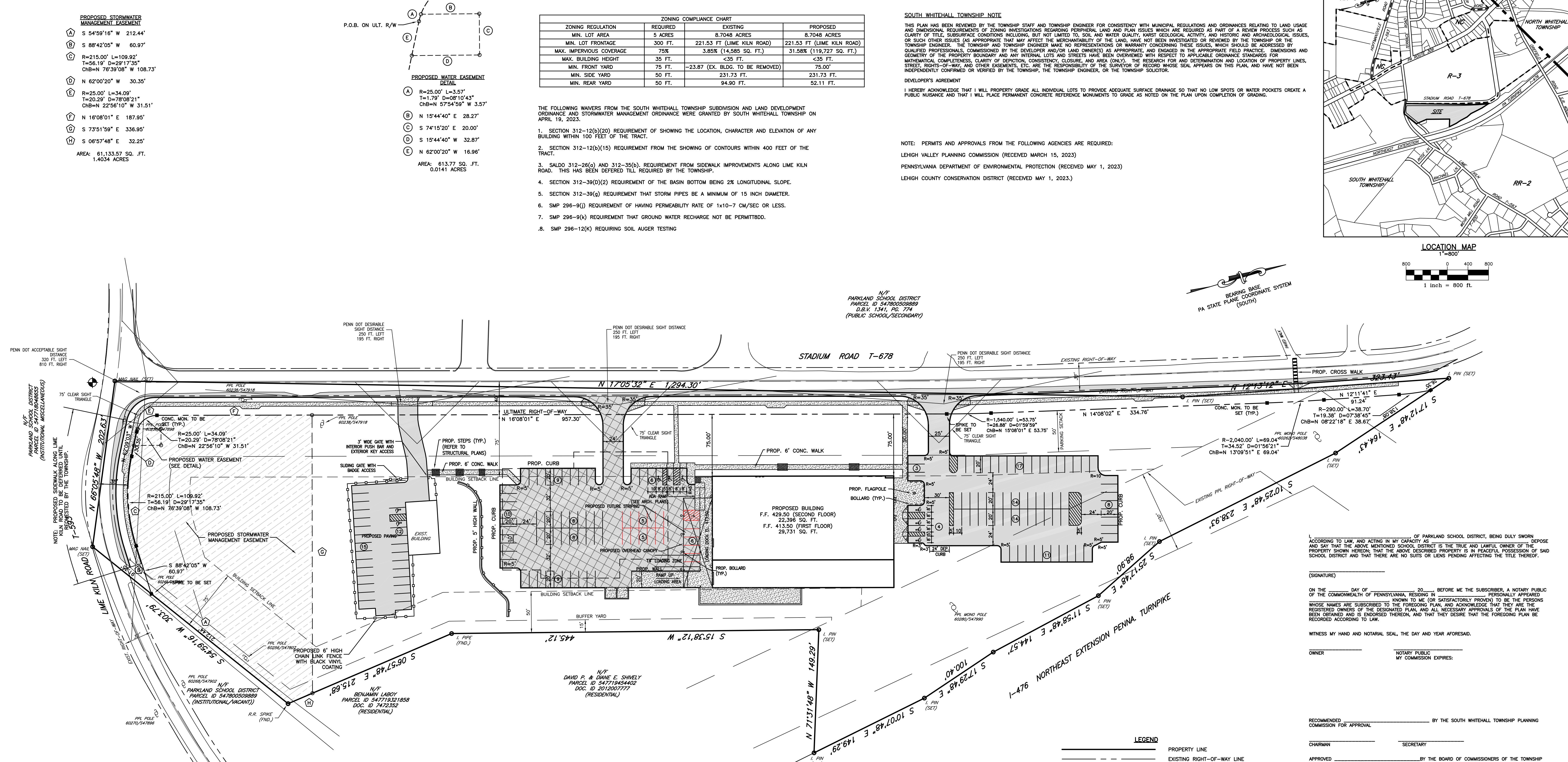
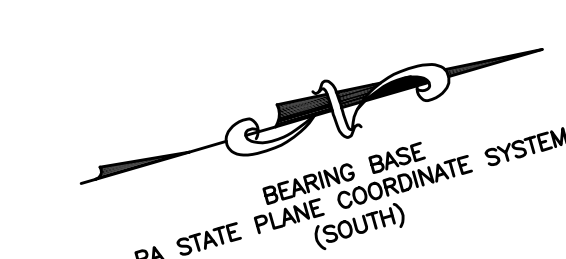
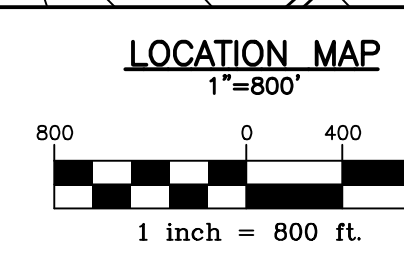
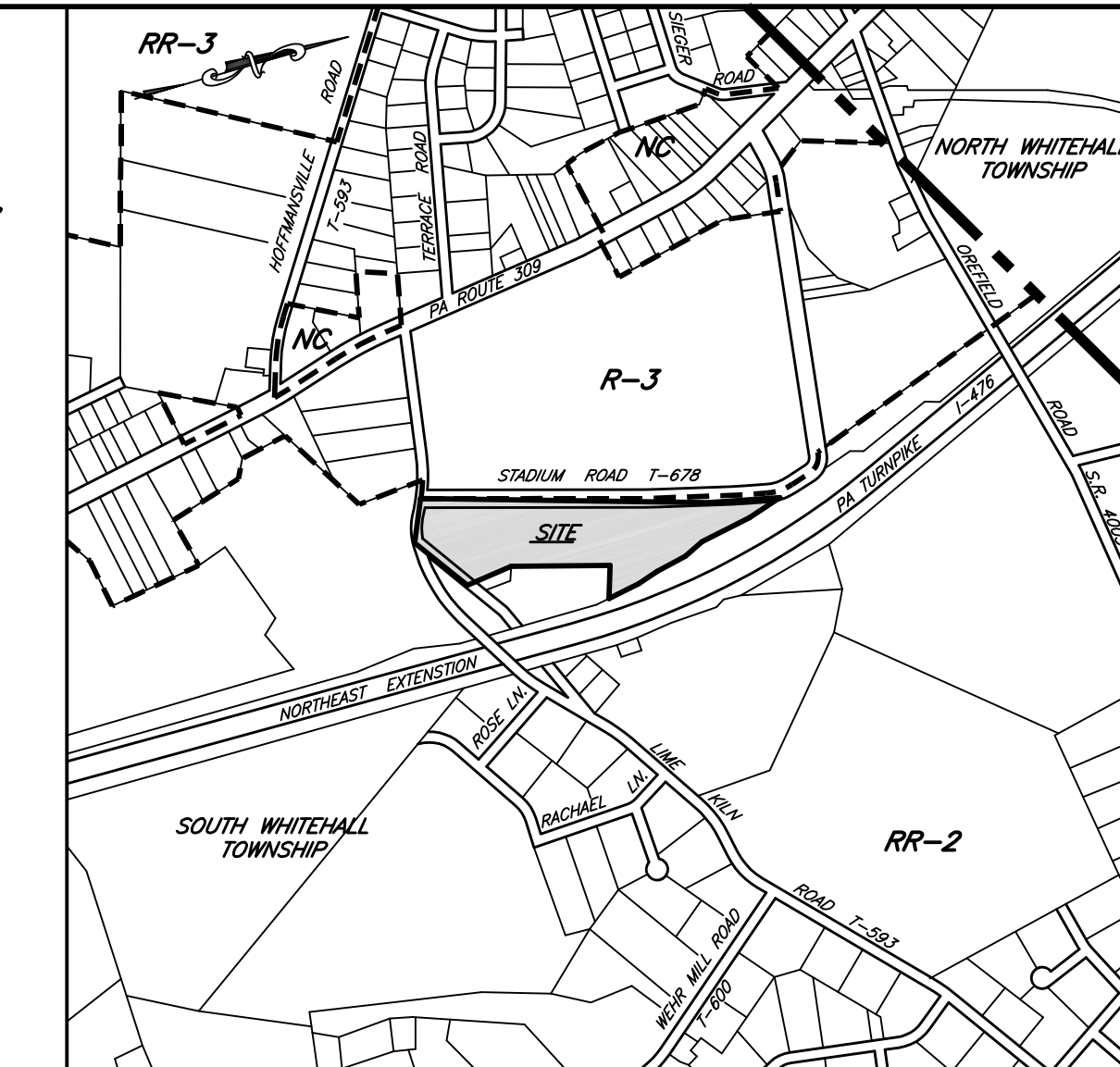
- 1. SECTION 312-12(b)(20) REQUIREMENT OF SHOWING THE LOCATION, CHARACTER AND ELEVATION OF ANY BUILDING WITHIN 100 FEET OF THE TRACT.
2. SECTION 312-12(x)(15) REQUIREMENT FROM THE SHOWING OF CONTOURS WITHIN 400 FEET OF THE TRACT.
3. SALDO 312-26(a) AND 312-35(b), REQUIREMENT FROM SIDEWALK IMPROVEMENTS ALONG LIME KILN ROAD. THIS HAS BEEN DEFERRED TILL REQUIRED BY THE TOWNSHIP.
4. SECTION 312-39(0)(2) REQUIREMENT OF THE BASIN BOTTOM BEING 2% LONGITUDINAL SLOPE.
5. SECTION 312-39(g) REQUIREMENT THAT STORM PIPES BE A MINIMUM OF 15 INCH DIAMETER.
6. SMP 296-9(l) REQUIREMENT OF HAVING PERMEABILITY RATE OF 1x10-7 CM/SEC OR LESS.
7. SMP 296-9(k) REQUIREMENT THAT GROUND WATER RECHARGE NOT BE PERMITTED.
8. SMP 296-12(k) REQUIRING SOIL AUGER TESTING

SOUTH WHITEHALL TOWNSHIP NOTE

THIS PLAN HAS BEEN REVIEWED BY THE TOWNSHIP STAFF AND TOWNSHIP ENGINEER FOR CONSISTENCY WITH MUNICIPAL REGULATIONS AND ORDINANCES RELATING TO LAND USE AND DIMENSIONAL REQUIREMENTS OF ZONING INVESTIGATIONS REGARDING PERIPHERAL LAND AND PLAN ISSUES WHICH ARE REQUIRED AS PART OF A REVIEW PROCESS SUCH AS CLARITY OF TITLE SUBSURFACE CONDITIONS INCLUDING, BUT NOT LIMITED TO, SOIL AND WATER QUALITY, HARST GEOLOGICAL ACTIVITY, AND HISTORIC AND ARCHITECTURAL ISSUES, OR SUCH OTHER ISSUES (AS APPROPRIATE THAT MAY AFFECT THE MERCHANTABILITY OF THE LAND, HAVE NOT BEEN INVESTIGATED OR REVIEWED BY THE TOWNSHIP OR THE TOWNSHIP ENGINEER. THE TOWNSHIP AND TOWNSHIP ENGINEER MAKE NO REPRESENTATION OR WARRANTY CONCERNING THESE ISSUES, WHICH SHOULD BE ADDRESSED BY QUALIFIED PROFESSIONALS, COMMISSIONED BY THE DEVELOPER AND/OR LAND OWNER(S) AS APPROPRIATE, AND ENGAGED IN THE APPROPRIATE FIELD PRACTICE. DIMENSIONS AND GEOMETRY OF THE PROPERTY BOUNDARY AND ITS INTERNAL LOTS AND STREETS HAVE BEEN OVERVIEWED WITH RESPECT TO APPLICABLE ORDINANCE STANDARDS FOR MATHEMATICAL COMPLETENESS, CLARITY OF DESCRIPTION, CONSISTENCY, CLOSURE, AND AREA (ONLY). THE RESEARCH FOR AND DETERMINATION AND LOCATION OF PROPERTY LINES, STREET, RIGHTS-OF-WAY, AND OTHER EASEMENTS, ETC. ARE THE RESPONSIBILITY OF THE SURVIVOR OF RECORD WHOSE SEAL APPEARS ON THIS PLAN, AND HAVE NOT BEEN INDEPENDENTLY CONFIRMED OR VERIFIED BY THE TOWNSHIP, THE TOWNSHIP ENGINEER, OR THE TOWNSHIP SURVEYOR.

DEVELOPER'S AGREEMENT
I HEREBY ACKNOWLEDGE THAT I WILL PROPERTY GRADE ALL INDIVIDUAL LOTS TO PROMOTE ADEQUATE SURFACE DRAINAGE SO THAT NO LOW SPOTS OR WATER POCKETS CREATE A PUBLIC NUISANCE AND THAT I WILL PLACE PERMANENT CONCRETE REFERENCE MONUMENTS TO GRADE AS NOTED ON THE PLAN UPON COMPLETION OF WORK.

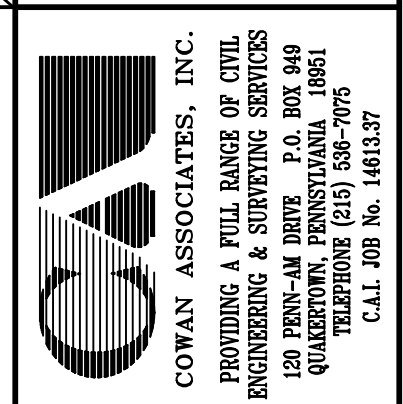
NOTE: PERMITS AND APPROVALS FROM THE FOLLOWING AGENCIES ARE REQUIRED:
LEHIGH VALLEY PLANNING COMMISSION (RECEIVED MARCH 15, 2023)
PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (RECEIVED MAY 1, 2023)
LEHIGH COUNTY CONSERVATION DISTRICT (RECEIVED MAY 1, 2023).



- GENERAL NOTES: 1. OWNER: PARKLAND SCHOOL DISTRICT... 2. SITE ADDRESS: 2619 STADIUM ROAD... 3. SITE DATA: PARCEL ID 547719272143... 4. ALL USERS OF THIS PLAN ARE REFERRED TO AND CAUTIONED TO COMPLY WITH PA ACT 121... 5. THIS PLAN CONTAINS INFORMATION PERTAINING TO UNDERGROUND UTILITIES... 6. THIS PLAN DEPICTS EXISTING CONDITIONS AND PROPOSED IMPROVEMENTS... 7. SUBSURFACE SOIL AND GEOLOGICAL INFORMATION INDICATED ON THESE PLANS IS BASED UPON EXISTING AVAILABLE MAPPING RECORDS... 8. BENCHMARK = RIM OF SANITARY MANHOLE AT THE INTERSECTION OF LIME KILN ROAD AND STADIUM DRIVE... 9. SOIL EXCAVATION, REMOVAL OF SOILS AND PLACEMENT OF SOIL FILL IS BASED ON THE ASSUMPTION THAT SOILS AND ASSOCIATED MATERIALS ARE FREE OF CONTAMINANTS AND HAZARDOUS SUBSTANCES... 10. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE 'X', AREA OF MINIMAL FLOOD HAZARD... 11. ON-SITE SURVEY PERFORMED BY COWAN ASSOCIATES, INC. ON MARCH 8, 2022... 12. WATER: PUBLIC, SEWER: PRIVATE... 13. THE EXISTING SITE DOES NOT CONSIST OF ANY OF THE FOLLOWING: WATERCOURSES, WETLANDS, BODIES OF WATER, ROCK OUTCROPPS, SLAG PILES, QUARRY HOLES, SPRINGS, AND SWAMPY AREAS... 14. THE OWNER SHALL BE RESPONSIBLE FOR THE OPERATIONS AND MAINTENANCE OF THE PERMANENT STORMWATER MANAGEMENT FACILITIES... 15. THE OWNER SHALL BE RESPONSIBLE FOR THE OPERATIONS AND MAINTENANCE OF THE PERMANENT STORMWATER MANAGEMENT FACILITIES... 16. PROPERTY SHOWN IS SUBJECT TO SETBACKS, EASEMENTS AND RESTRICTIONS OF RECORD... 17. AREA BETWEEN THE TITLE LINE AND ULTIMATE RIGHT-OF-WAY OF STADIUM ROAD IS TO BE DEDICATED TO THE GOVERNMENTAL BODY HAVING JURISDICTION... 18. THE APPLICANT SHALL NOTIFY THE TOWNSHIP ENGINEER AT LEAST 2 WEEKS IN ADVANCE OF CONSTRUCTION TO ARRANGE A PRE-CONSTRUCTION MEETING... 19. THE COUNTY CONSERVATION DISTRICT REQUIRES A NOTIFICATION OF THREE (3) WORKING DAYS PRIOR TO SITE DISTURBANCE IN ORDER TO PERFORM THE NECESSARY EROSION AND SEDIMENTATION POLLUTION CONTROL INSPECTIONS... 20. ALL EROSION AND SEDIMENTATION CONTROLS MUST BE CONSTRUCTED, STABILIZED, AND FUNCTIONAL BEFORE GENERAL SITE DISTURBANCE WITHIN TRIBUTARY AREA OF THOSE CONTROLS CAN BEGIN. REFER TO STAGING OF EARTHMOVING ACTIVITIES FOR CORRECT SEQUENCE... 21. OUTSIDE AGENCY PERMITS AND APPROVALS FROM OUTSIDE AGENCIES ARE REQUIRED FOR THIS PROJECT... THEY INCLUDE, BUT NOT LIMITED TO, LEHIGH COUNTY CONSERVATION DISTRICT, PA, D.E.P., AND LEHIGH VALLEY PLANNING COMMISSION... 22. THE LOCATIONS OF EXISTING UTILITIES ARE THE RESPONSIBILITY OF THE DEVELOPER/DESIGN ENGINEER AND THE LOCATIONS OF SUCH UTILITIES HAVE NOT BEEN REVIEWED BY THE PIDCOCK COMPANY OR THE TOWNSHIP... THE DEVELOPER/DESIGN ENGINEER IS RESPONSIBLE FOR CONFIRMING THE LOCATION OF ALL UTILITIES AND AVOIDING CONFLICTS OF THE SAME WITH PROPOSED IMPROVEMENTS... SIGNIFICANT EFFORTS TO RESOLVE CONFLICTS, INCLUDING BUT NOT NECESSARILY LIMITED TO REDESIGNING UTILITIES, SHALL BE THE DEVELOPER'S RESPONSIBILITY... 23. ZONING INFORMATION: DISTRICT = RR-2 (RURAL RESIDENTIAL-2) USE: INSTITUTIONAL... LOT REQUIREMENTS: MIN. LOT AREA: 5 ACRES, MIN. LOT FRONTAGE: 300 FT., MAX. IMPERVIOUS COVERAGE: 75%, MAX. BUILDING HEIGHT: 35 FT., BUILDING SETBACKS: FRONT YARD: 75 FT., SIDE YARD: 50 FT., REAR YARD: 50 FT... 24. BUILDING FOOTPRINT: FIRST FLOOR: 29,731 SQ. FT., SECOND FLOOR: 9,564 SQ. FT., BASEMENT: NONE, TOTAL AREA: 39,295 SQ. FT... 25. PARKING REQUIREMENTS: 1. SPACE PER STAFF MEMBER, PLUS 3 SPACES FOR EACH ADMINISTRATIVE OFFICE, PLUS 5 SPACES PER HIGH SCHOOL CLASSROOM, PLUS ONE LARGE OFF-STREET LOADING ZONE... 34 OFFICES = 102 SPACES, 3 CLASSROOMS = 15 SPACES, 68 STAFF MEMBERS = 68 SPACES, TOTAL REQUIRED SPACES: 185 SPACES... PROPOSED SPACES: 148 SPACES, OVERFLOW SPACES: 16 SPACES, TOTAL SPACES: 164 SPACES, ONE LOADING ZONE... 26. A BUILDING PERMIT IS REQUIRED FOR LIGHT POLE FOUNDATIONS PRIOR TO INSTALLATION... 27. THE OWNER IS RESPONSIBLE FOR JOINING THE PA ONE CALL SYSTEM AND IS RESPONSIBLE FOR MARKING OF ALL UNDERGROUND UTILITIES PRIOR TO THE UTILITIES BEING FORMALLY ACCEPTED BY AND DEDICATED TO THE TOWNSHIP... 28. SIGHT DISTANCES TAKEN FROM "PARKLAND SCHOOL DISTRICT OPERATIONS CENTER TRANSPORTATION IMPACT ASSESSMENT", DATED OCTOBER 12, 2022, PREPARED BY TRAFFIC PLANNING AND DESIGN, INC... 29. STORMWATER WITHIN THE STADIUM ROAD (T-678) AND LIME KILN ROAD (T-593) RIGHT-OF-WAY WILL BE OWNED AND MAINTAINED BY SOUTH WHITEHALL TOWNSHIP... ALL STORMWATER (INCLUDING BASINS AND INFILTRATION BEDS) WITHIN THE PARCEL WILL BE OWNED AND MAINTAINED BY THE OWNER... 30. ALL CONSTRUCTION WITHIN THE TOWNSHIP RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH TOWNSHIP SPECIFICATIONS AND STANDARDS FOR CONSTRUCTION... 31. ALL DETAILS SHOWN WITHIN THIS SET ARE A MINIMUM STANDARD FOR ALL CONSTRUCTION WITHIN THE TOWNSHIP, AND THAT INCORPORATION OF PORTIONS OR ALL OF THE TOWNSHIP STANDARD CONSTRUCTION DETAILS ON THE PLANS CONSTITUTES AN ACCEPTANCE OF AND ENDORSEMENT OF THOSE STANDARDS BY THE DEVELOPER AND THE DEVELOPER'S ENGINEER... 32. IT IS ANTICIPATED THAT ALL PUBLIC IMPROVEMENTS WILL BE COMPLETED BY NOVEMBER 2024... 33. NOT WITHSTANDING ANY PROVISIONS OF THE TOWNSHIP STORMWATER MANAGEMENT PLAN, INCLUDING EXEMPTION AND WAIVER PROVISIONS, ANY LANDOWNER AND ANY PERSON ENGAGED IN THE ALTERATION OR DEVELOPMENT OF LAND WHICH MAY AFFECT STORMWATER RUNOFF CHARACTERISTICS SHALL IMPLEMENT SUCH MEASURES AS ARE REASONABLY NECESSARY TO PREVENT INJURY TO HEALTH, SAFETY, OR OTHER PROPERTY... SUCH MEASURES SHALL INCLUDE SUCH ACTIONS AS ARE NECESSARY TO MAINTAIN THE DEVELOPER'S DIRECTION, AND QUALITY OF RESULTING STORMWATER RUNOFF IN A MANNER WHICH OTHERWISE ADEQUATELY PROTECTS HEALTH AND PROPERTY FROM INJURY AND DAMAGE... 34. MUNICIPALITY REVIEW AND APPROVAL OF THE DRAINAGE PLAN, OR THE SUBSEQUENT OBSERVATION AND APPROVAL OF STORMWATER MANAGEMENT FACILITIES, SHALL NOT CONSTITUTE LAND DEVELOPMENT ON BEHALF OF OR BY THE MUNICIPALITY OR OTHERWISE CAUSE THE MUNICIPALITY TO BE ENGAGED IN THE ALTERATION OR DEVELOPMENT OF LAND... BY SUBMITTING AN APPLICATION UNDER THE TOWNSHIP STORMWATER MANAGEMENT PLAN, THE DEVELOPER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE MUNICIPALITY AND ALL ITS REPRESENTATIVES, SERVANTS, EMPLOYEES, OFFICIALS AND CONSULTANTS OF AND FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OR SUITS WHICH ARISE OUT OF OR RELATE TO THE REVIEW, APPROVAL, CONSTRUCTION OR OBSERVATION OF DEVELOPER'S DRAINAGE PLANS AND STORMWATER MANAGEMENT FACILITIES... PA 811 LIST OF FACILITY OWNERS FOR SOUTH WHITEHALL TOWNSHIP: CITY OF ALLENTOWN, AQUA PENNSYLVANIA INC, ASTOUND BROADBAND POWERED BY RCN AT&T, BUCKING PARTNERS, CENTURYLINK FORMERLY LEVEL 3, CROWN CASTLE, EVERSTREAM, IRONTON TELEPHONE COMPANY, LEHIGH COUNTY AUTHORITY, PPL ELECTRIC UTILITIES CORPORATION, SERVICE ELECTRIC CABLE TV INC, SOUTH WHITEHALL TOWNSHIP, SUNOCO PIPELINE LP, TILGHMAN SQUARE ASSOCIATES LLC, UGI UTIL LEHIGH HAZLETON, VERIZON PENNSYLVANIA LLC, VERIZON BUSINESS FORMERLY MCI, ZAYO BANDWIDTH FORMERLY PPL TELCOM LLC

Silvia A. Hoffman, AIA, Todd O. Chambers, AIA, Jill P. Hewes, AIA, Jessica E. Klocek, AIA

MKSD, LLC, 1209 Hausman Road, Suite A, Allentown, PA 18104, 610.366.2081, phone mksdarchitects.com, web mksdarchitects.com



VOID UNLESS GREEN PROFESSIONAL SEAL IS AFFIXED

NOTARY PUBLIC SEAL FOR SCOTT P. MACKIN, PA

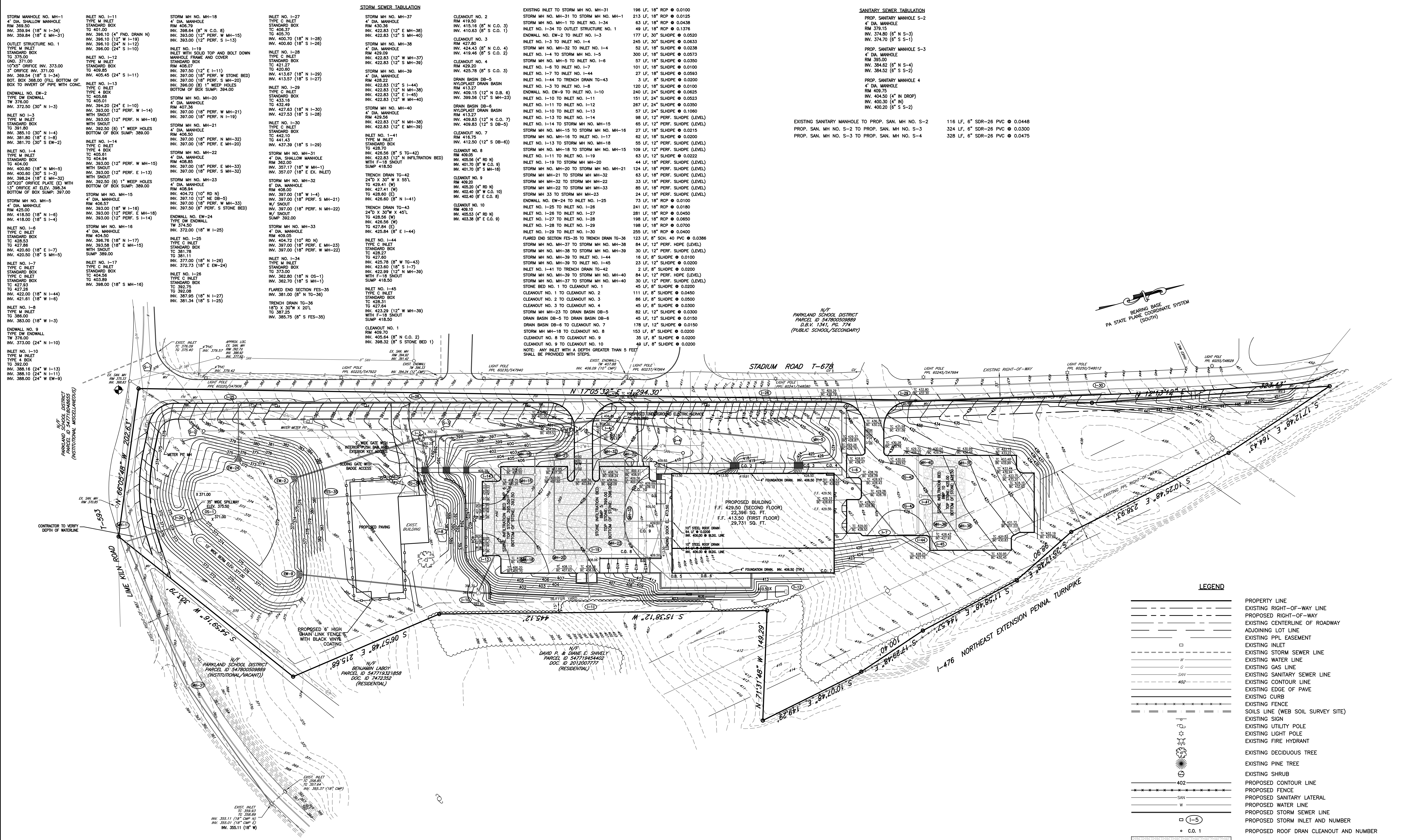
Parkland School District New Operations Center 2619 Stadium Road Orefield, PA 18069

REVISIONS table with columns: No, Date, Description

APPROVED BY THE SOUTH WHITEHALL TOWNSHIP ENGINEER, NOTARY PUBLIC SEAL FOR SCOTT P. MACKIN, PA

PLAN RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF LEHIGH COUNTY, PENNSYLVANIA, AS DOCUMENT NO. 20, 2023, ON THE 20th DAY OF MARCH, 2023.

DRAWING TITLE: RECORD SITE PLAN, PROJECT NUMBER: 22.149, DRAWN BY: SWWW, SCALE: 1"=50', DATE: 03.10.2023, DRAWING NUMBER: SP-1, SERIAL NUMBER: 2022250251, www.mksdarchitects.com



SOILS LOG

SOILS LOG SYMBOL	TYPE	SLOPES	LANDFORM	DEPTH TO RESTRICTIVE FEATURES	DRAINAGE CLASS	DEPTH TO HIGH WATER TABLE	AVAILABLE WATER CAPACITY	FARMLAND CLASSIFICATION	HYDRIC SOIL	CUTBANKS CAVE	CORROSIVE TO CONCRETE/STEEL	DROUGHTY	EASILY ERODIBLE	FLOODING	DEPTH TO SATURATED ZONE/SEASONAL HIGH WATER TABLE	HYDRIC/HYDRIC INCLUSIONS	LOW STRENGTH/LANDSLIDE PRONE	SLOW PERCOLATION	PIPING	POOR SOURCE OF TOPSOIL	FROST ACTION	SHRINK-SWELL	POTENTIAL SINKHOLE	PONDING	WETNESS
Ua	UDORMENTS	0%-8%	VALLEYS, RIDGES, HILLS	10"-100" TO LITHIC BEDROCK	MODERATELY WELL DRAINED	80"+	---	NOT PRIME FARMLAND	NO	X	C/S	X	X			X	X	X	X	X	X	X	X	X	
Uhb	URBAN LAND-UNDEVELOPED COMPLEX	0%-8%	HILLS	10"-100" TO LITHIC BEDROCK	WELL DRAINED	80"+	VERY LOW	B	NOT PRIME FARMLAND	YES	X	C/S	X			X	X	X	X	X	X	X	X	X	
Wsb	WASHINGTON SILT LOAM	3%-8%	VALLEYS	60"-99" TO LITHIC BEDROCK	WELL DRAINED	80"+	HIGH	B	PRIME FARMLAND	NO	X	S			X	X	X	X	X	X	X	X	X	X	
Wbc	WASHINGTON SILT LOAM	8%-15%	VALLEYS	60"-99" TO LITHIC BEDROCK	WELL DRAINED	80"+	HIGH	B	PRIME FARMLAND	NO	X	S			X	X	X	X	X	X	X	X	X	X	

SOILS INFORMATION SHOWN ON THE PLAN WAS TAKEN FROM THE U.S. DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE, SOIL SURVEY WEB SITE ON MARCH 29, 2022.

SOIL LIMITATIONS/RESOLUTIONS:

- AVAILABLE WATER CAPACITY - PROPER DRAINAGE AND LANDSCAPING
- CUTBANK CAVES - EXCAVATION SIDES SHALL BE SLOPES TO PREVENT THE FORMATION OF CAVES.
- CORROSION TO CONCRETE/STEEL - CONCRETE AND STEEL SHALL BE COATED AS NECESSARY TO PREVENT REACTION WITH SOIL.
- DROUGHTY - VEGETATION SHALL BE NATIVE AND SUITABLE TO DRY SOIL CONDITIONS.
- EASILY ERODIBLE - PROPER EROSION CONTROL MEASURES ARE TO BE USED DURING CONSTRUCTION.
- DEPTH TO HIGH WATER TABLE - PROPER FILTRATION OF PUMPED WATER FROM UTILITY TRENCHES.
- HYDRIC INCLUSIONS - PROPER DRAINAGE.
- LOW STRENGTH - PROPER COMPACTION IS REQUIRED.
- SLOW PERCOLATION - INFILTRATION FACILITIES SHALL BE PROPERTY DESIGNED. SITE SHALL BE GRADED TO PROVIDE DRAINAGE.
- PIPING - TRENCHES SHALL BE COMPACTED.
- POOR SOURCE OF TOPSOIL - ADDITIONAL TOPSOIL SHALL BE ADDED AS NECESSARY.
- FROST ACTION - ALL IMPROVEMENTS SHALL BE CONSTRUCTED WITH PROPER FOUNDATIONS TO RESIST FROST ACTION.
- SHRINK-SWELL - SITE SHALL BE GRADED TO PROVIDE DRAINAGE. STRUCTURES SHALL HAVE PROPER FOUNDATIONS.
- SINKHOLES - SITE SHALL BE GRADED TO PROVIDE DRAINAGE, PROPERLY COMPACTED, STANDING WATER LIMITED, INFILTRATION AREAS SHALL BE PROPERTY DESIGNED.
- WETNESS - SITE SHALL BE GRADED TO PROVIDE DRAINAGE, PROPERLY COMPACTED.

GRAPHIC SCALE

0 25 50 100 150 200
(IN FEET)
1 inch = 50 ft.