



Township of Lower Merion

Request for Proposals

For

Professional Planning & Code Analysis Services

For the

Comprehensive Update to the Zoning Code & Subdivision  
Regulations

August 19, 2016

RFP #16-30

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## Project Introduction

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The Township of Lower Merion is inviting qualified planning consultants, urban designers and multi-disciplinary firms/teams to submit a written proposal in response to this Request for Proposals to revise the Township's zoning code. The goal is to create an innovative code that incorporates concepts embodied in Traditional Neighborhood Developments and Smart Growth principles. While not directly the focus of this Scope of Work, this new Code will need to work with other existing development related codes. Consultants and firm/teams should be particularly experienced with residential infill and managing the evolution of long-standing, established institutional uses surrounded by developed residential neighborhoods. The Township anticipates starting in late 2016 or early 2017 and expects a draft zoning code within 18 months of the project's start date

Lower Merion is a Township of the First Class under the laws of the Commonwealth of Pennsylvania. Governed by a 14-member Board of Commissioners, this substantially developed 24 square mile community has approximately 23,000 households and is home to approximately 58,000 residents, many of whom work in either Center City Philadelphia or regional employment centers in nearby suburban locations. Primarily residential in character, the Township is home to regional institutions, older mixed-use commercial districts and several retail corridors. Residential areas include large estates, single-family homes, apartment and condominium buildings, twin homes, and row houses. Numerous institutions, including two medical centers, non-profit cultural venues, religious institutions and educational campuses, are woven into residential neighborhoods, which creates, as one might expect, challenging land use issues. Due to the Township's ideal location and successful public school system, demand for housing remains high and property values continue to climb. There is an ongoing demand for municipal services and increasing challenges to create and enhance pedestrian scaled environments and diversify transportation options.

Lower Merion has a well established, highly functional land use pattern. One-third of all housing units were built prior to 1939 and many older neighborhoods are within walking distance of well-used commuter rail stations. Two-thirds of the housing (63.6%) was built prior to 1960. Home prices remain high and in 2014 the median sales price for a home in Lower Merion was \$534,500. One of the key challenges facing the community is balancing the needs of disparate property owners. The new Zoning Code will be an important tool to facilitate the Township's ability to maintain the community's historic character and the quality of life for all those living, working and visiting the community, while enabling and managing infill development and/or the redevelopment of nonresidential properties.

The Township has a long history of utilizing new planning tools and best management approaches, clearly evidenced by, in 1927, being the first municipality in Pennsylvania to adopt a zoning code. In January 2016 the Board of Commissioners adopted a new Comprehensive Plan. This plan builds on the foundation of the community's first 1937 Comprehensive Plan. In this 1937 Plan, the community's vision was to be "*A great place to live*" and in 2016 it is to "*Preserve Lower Merion's classic residential neighborhoods, including the Township's institutions, parks, and natural environment, and reinvest in the*

*township’s village cores and commercial areas to improve walkability, expand transit use, and encourage design excellence.”*

The comprehensive planning process confirmed a significant disconnect between many of the current zoning provisions and the built environment. While it has been amended numerous times, the current code’s framework is based on Euclidian Zoning and it does not effectively address the fine grained, lot-by-lot growth challenges currently faced. The 2016 Comprehensive Plan affirms the need for a new code to manage today’s challenges. The new code must be user-friendly and effectively address expected future growth. It must provide the coordinated and comprehensive set of tools that will manage qualitative issues and those inherent tensions found at the boundaries between different types of land uses.

## Project Overview

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The existing code includes 26 individual districts and five (5) overlays, including 10 residence districts, 11 commercial/mixed-use districts, one manufacturing/mixed-use district and four medical districts. Overlays include regulations to address floodplains, open space and historic resources. This township-wide rezoning project is the largest planning initiative recently undertaken by the community and it is the direct result of a multi-year, community driven, comprehensive planning process.

The new zoning code may use and/or adapt appropriate elements from the existing code. However, it must create a comprehensive set of land use rules for the 21<sup>st</sup> century so that it can advance the vision and achieve the goals presented in the 2016 Comprehensive Plan.

### **Contract Term:**

Lower Merion Township will enter into a contract (likely two years with an option for a one-year extension) with the successful consultant to rewrite the zoning code in accordance with the Scope of Work detailed below. The contract will also cover additional work that may be required to assist during the implementation process.

### **Key Deliverables:**

The main deliverables are:

- New Zoning Code
- New Zoning Map
- A concise, clear equivalency tool, and other appropriate informational/educational material.

### **Important Dates:**

Proposal submittal, review, and selection will follow the schedule outlined below.

1. September 14, 2016 @ 9:30 a.m. – An *optional* pre-proposal conference for interested consultants to be held in the 2nd Floor Board Room of the Township Administration Building, 75 E. Lancaster Avenue, Ardmore, PA. See page 13 for further details.

2. October 21, 2016 @ 4:30 p.m. – Deadline to submit questions concerning the RFP. All questions must be in writing. Questions and answers will be shared with all interested parties and posted on the project’s webpage. Questions should be addressed to:

Christopher Leswing, P.P., A.I.C.P.  
Lower Merion Township, Building & Planning Department  
75 E. Lancaster Avenue  
Ardmore, PA 19003  
Phone: (610) 645-6116  
LMTrezoning@lowermerion.org

3. October 28, 2016 @ 4:30 p.m. - Submission deadline. See page 13 for details.
4. December 21, 2016 (Tentative) – Project award. The Board of Commissioners’ Building and Planning Committee will discuss awarding the contract, Wednesday, December 14, 2016 @ approximately 7:30 p.m. Their recommendation is forwarded to the Board of Commissioners for a final decision. The Board’s regular business meeting is on Wednesday, December 21, 2016, beginning @ approximately 7:30 p.m. These dates are tentative and may shift.

**Right to Reject Proposals:**

Notwithstanding anything else to the contrary contained in this invitation, the Township reserves the right at any time to request clarification of the contents of any submission, to accept or reject any proposal based on any factors the Township considers appropriate, and to elect not to proceed with any portion of, or all proposals as it so determines in its sole and absolute discretion.

**Ongoing Planning Initiatives:**

The successful consultant team shall be familiar with the 2010 Issues Report and the 2016 Comprehensive Plan and be cognizant of other recent and on-going planning initiatives within the Township. Attachment “D” summarizes pertinent documents.

**Pennsylvania Municipalities Planning Code:**

The consultant must be familiar with the Pennsylvania Municipalities Planning Code (MPC), the state enabling legislation that establishes a municipality’s powers and authority to control development within its jurisdiction, including provisions for the following:

- Structure of a planning agency;
- Powers for planning, zoning, etc.;
- Procedures for the exercise of powers; and
- Substantive regulations.

**Lower Merion Township Responsibilities:**

The Building & Planning Department’s core team will be composed of a project manager and two full-time members of the planning staff. Additional staff support will be available as needed. Staff responsibilities include:

- Providing copies of the Comprehensive Plan and other planning documents needed for the effective preparation of a new zoning code. Electronic copies of the Comprehensive Plan can be accessed via the Township website <http://www.lowermerion.org/services/building-and-planning-department/comprehensive-plan>. Printed copies are available from the Township Building and Planning Department for \$115.
- Providing feedback and direction on all draft code sections/provisions as developed.
- Clarifying local policies, procedures and practices.
- Distributing material to and aggregating feedback from all participants.
- Coordinating interviews (if any), meetings and public outreach efforts, recording meeting notes.
- Supplementing and transmitting various consultant work products with staff reports to the Planning Commission, Board of Commissioners and others as needed.
- Providing GIS data for impact analyses and decision validations.
- Assisting with public information efforts by facilitating the use of Township resources such as the website, Facebook page, Twitter account, government access station and, if appropriate, the “Blackboard Connect” system.

## Scope of Work

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The new innovative and integrated zoning code may use aspects of the existing regulations if and as appropriate. It will be an understandable and implementable regulatory tool, in keeping with the Pennsylvania Municipalities Planning Code. The draft Code will be:

- based on sound Smart Growth principles and promote a balanced mix of high quality, sustainable land uses,
- consistent with recommendations in the *Comprehensive Plan for the Preservation, Infill, and Redevelopment of Lower Merion Township* and coordinated with current planning initiatives,
- logically organized and easy to read, understand, implement and enforce,
- illustrative, using charts, diagrams and other graphics to clearly convey key points,
- consistent in terms of definitions, processes and requirements so it can be coordinated with other development regulations, including the SALDO, Natural Features and Stormwater Management Codes, as well as with other regional, state, and federal policies and regulations.
- reduced in complexity and in the total number of districts/overlays, drafted to be a more intuitive, predictable set of regulations for everyone, and
- expandable or amendable to facilitate timely adjustments to changing market and socio-economic conditions.

### Key Objectives:

#### *Preservation*

- Integrate Township’s existing body of Historic Preservation regulations with new Zoning Code.

- Ensure that new development, redevelopment and modernization is environmentally sustainable and sympathetic to the Township’s sensitive environmental areas.

***Infill***

- Promote logical evolution of existing residential housing stock.
- Reduce inappropriate residential subdivisions.
- Ensure that new residential development is consistent in mass, scale and character with the established neighborhood fabric.
- Develop clear and balanced regulations to manage the evolution of and changes made to long-standing, established institutional uses surrounded by developed residential neighborhoods.

***Redevelopment***

- Provide regulations that encourage revitalization and (re)investment in mixed-use/commercial districts while protecting the quality and character of adjacent residential neighborhoods.

***General***

- Create an “equivalency” chart or table to facilitate public understanding of relationships between the proposed and existing regulations.

The following Scope of Work is broken down into in the following four phases:

1. Phase 1 – Assessment and Analysis
2. Phase 2 – Drafting the revised Zoning Code
3. Phase 3 – General Technical Support during the Approval Process
4. Phase 4 – Implementation

Consultants should carefully describe how their work plan and schedule addresses the RFP’s Scope of Work. Please relate the project schedule to the four phases in the Scope of Work.

**PHASE 1 – ASSESSMENT AND ANALYSIS**

***Project Start-up***

Within forty-five (45) days of the notice to proceed, the consultant team will attend a project initiation meeting, to be coordinated by the Building & Planning Staff, with the Working Group. Participants will review and discuss project team members’ roles as well as the responsibilities and expectations of all participants. This initial meeting will introduce participants to each other, orient the consultant to key project issues and confirm/finalize the work plan, public outreach efforts and project schedule.

Based on meeting discussions the consultant’s work plan and/or the project’s schedule for milestones and/or deliverables may require adjustments. The consultant will also be able to pick up whatever additional background information or data needed to begin the assessment and analysis work.

**Note:** Building & Planning staff will provide a preliminary “Zoning Code assessment” highlighting zoning code provisions or language believed to be ineffective and/or unclear. The preliminary assessment will also identify provisions that overlap and/or potentially conflict with other development related codes, such as the Subdivision and Land Development Code, Stormwater Management and Erosion Control Code, and the Natural Features Conservation Code.

### ***Work Group meetings***

The Township anticipates appointing a 9 – 12 member Working Group to serve as a sounding board and provide initial comments and feedback to the consultants and township staff during Phases 1 and 2 (analysis and drafting.) The Board of Commissioners will appoint the members, which will include representatives from the Board of Commissioners, Planning Commission and Zoning Hearing Board. It is also likely there will be a limited number of appointees directly representing residential and non-residential property owners.

The Township suggests Working Group meetings occur on a regular basis throughout Phases 1 & 2 of the project. This may involve between 12 and 18 meetings. However, that detail is subject to change based upon the successful consultant’s proposal and subsequent discussions. Working Group sessions should be efficient and effective, structured as appropriate, i.e. in-person meetings and/or via web conferencing services, conference calls, etc. Proposals should detail how/when the Working Group will participate in the process, with the understanding that discussions and feedback with Building & Planning Staff is ongoing and that the staff will coordinate and provide administrative support for all Working Group sessions.

### ***Public Participation***

Proposals should detail recommendations for if/how the public will participate in the project, whether that is via traditional public meetings/presentations and/or by completing questionnaires, surveys, or other creative alternative(s). The Township is interested in reaching a broader segment of the community, particularly those who are often less aware of and engaged in local government planning efforts. The goal would be to ensure all residents and property owners are aware of the project and understand what it is about, including the preliminary schedule and overall process.

Please note: if traditional public meetings are included in the proposal, then the Township suggests consultants limit their time to no more than three information sessions. This is due to the extensive public participation process that defined the multi-year comprehensive planning effort. The Township anticipates the consultant will focus their time and expertise on technical and substantive issues and on drafting the regulations needed to manage future development. Once a finalized, first draft of the Code is developed and presented to the Board of Commissioners, the adoption process begins and the public will have ample opportunities to participate in the process. Township Staff will dedicate the bulk of the time needed during this part of the process, looking to the consultant for technical assistance on an as needed basis.

### ***Assessment and Analysis***

Based on the preliminary Zoning Code Assessment provided to the consultant by Building and Planning staff at the start up meeting, the consultant is to develop a more detailed Assessment and then identify and research alternative strategies to manage major land use issues. Overall, the Analysis will address issues such as, but **not be limited** to, revisions and/or the replacement of existing:

- Processes and procedures;
- Zoning districts including permitted uses, dimensional controls for the location, mass and scale of (re)development, controls for nonconforming uses and area/dimensional conditions, and special exceptions/conditional uses;
- Regulations for signs, parking, landscaping/buffering, incentives and qualitative/design standards, etc;
- Code structure/formatting; and
- Resultant issues/provisions potentially affected in other development codes.

The Township expects the Assessment and Analysis process to be interactive, including not only Building and Planning Staff, but also the Working Group. Proposals, including the timelines, meeting schedules, milestones and deliverables, will be reviewed with an eye towards understanding each Consultant's approach to this task, including evaluating any alternative recommendations the consultant believes may be more beneficial.

***Suggested***

***Deliverables:*** *Progress reports and the final Assessment and Analysis findings, including recommendations on the new code's structure, procedures and regulatory framework. Handouts/graphics and related material needed for Working Group sessions and/or any public participation activities. Summary of regulatory options that will be evaluated to address major land use issues. Revisions to the project schedule if and as needed.*

**PHASE 2 – DRAFTING NEW ZONING REGULATIONS**

Zoning code definitions, procedures and standards, including options or alternative techniques to regulate challenging land use issues should address the Phase 1 Assessment and Analysis findings, as well as the project objectives detailed in this Request for Proposals. Given that drafting regulatory provisions is expected to be an iterative process, specific tasks and activities detailed in consultant proposals should outline how the drafting process could proceed as well as how the Working Group will be utilized and if/when public participation activities will occur.

***Initial Review and Evaluations***

A critical aspect of this Phase is the Township's ability to assess which alternative regulatory schemes are the most appropriate for the community. Proposals should detail what methodology or approach the Consultant will provide to facilitate the Building & Planning Staff and Working Group's ability to identify the effectiveness and appropriateness of draft

language as well as what practical and legal problems may be associated with utilizing each alternative regulatory tool.

Work on creating the new Zoning Map begins during this Phase. Please note that the final Zoning Map must be fully compatible with the Township's Geographic Information System (GIS).

***Suggested***

***Deliverables:*** *Testing/evaluation methodology; drafts of all code sections, including graphics or other illustrations; draft zoning map; presentation aids, graphics, or other material needed for meetings, posting to the website and utilized for public distribution.*

***Revised Draft***

A zoning equivalency chart, table and/or other graphic will be prepared once revisions are incorporated into each draft zoning code section. The updated draft may still include alternative/optional regulatory schemes for the land use categories that are more challenging. The equivalency tool must identify the differences and commonalities between the proposed zoning code and the existing regulations. It will be a vital tool needed to educate both decision makers and the public, once the draft code is publically presented and as it moves through the adoption process.

The current plan is that the revised draft zoning ordinance, map and equivalency chart be presented for informational purposes at a joint public meeting before the Board of Commissioners and Planning Commission. Based on feedback from this meeting/presentation the Consultant, staff and Working Group will reconvene to discuss what additional revisions are necessary prior to presenting the ordinance to Montgomery County and to the Planning Commission to begin the adoption process.

***Suggested***

***Deliverables:*** *One electronic copy and thirty (30) hard copies of the revised draft zoning ordinance zoning map and equivalency chart. Zoning code graphics shall be in electronic PDF and Adobe Illustrator .eps format, the Zoning Map in a PDF and as an attributed .shp file.*

***Final Presentations***

The Consultant's next public presentation will be before the Planning Commission and will mark the beginning of the adoption process. Prior to that meeting the revised draft (including the code, map and equivalency chart) will be distributed and reviewed by numerous residents, stakeholders, advisory bodies, and community groups. These individuals and groups will be requested to provide their input within 30 days of the initial release of the draft zoning ordinance. Building & Planning Staff will provide the consultant a summary of all public input received and, if needed or desired, can reconvene the Working Group to discuss how best to respond to public the comments/concerns. Any necessary revisions shall be incorporated into a final draft and identified when the new code, map and equivalency chart is presented at the

Planning Commission meeting. If, after this presentation, further changes are necessary, they will be prepared by the Building & Planning staff, consulting with the Consultant, if and as necessary.

The Consultant will also make the first public presentation of the final draft to the Board of Commissioners. Again, if feedback received during this meeting results in the need for further revisions, the bulk of the work will be done by Township staff, consulting with the Consultant if and as necessary.

***Suggested***

***Deliverables:*** *The consultant will provide presentation aids, graphics, or other materials needed to conduct each meeting. The consultant will provide the technical/expert support needed to respond to questions and concerns when necessary. One electronic copy of each revised draft of the zoning ordinance accompanied by revised zoning maps and a zoning equivalency chart that identifies the equivalent between the new zoning requirements and those of the current zoning code.*

**PHASE 3 – GENERAL TECHNICAL SUPPORT DURING THE ADOPTION PROCESS**

As noted above, Building & Planning Staff will take on the bulk of the work needed to prepare revisions to the draft code after that first presentation to the Planning Commission and then the Board of Commissioners. It is likely that there will be numerous public meetings and public hearings through the adoption process and changes made by the Building & Planning Department staff will be done in consultation with the consultant. If a significant additional time is required from the consultant for this technical staff support, this work may be billed separately. Consultants' Cost Proposal should include a set hourly consulting cost as well as a lump sum price quote for "adoption process technical support services."

***Suggested***

***Deliverables:*** *The consultant will be responsible for providing Building & Planning Staff with any support in the form of presentation aids, graphics, or other materials needed to conduct each meeting. The consultant will provide the technical/expert support needed to respond to questions and concerns when necessary.*

**PHASE 4 – IMPLEMENTATION**

The consultant will provide a training program(s) on the new zoning ordinance for staff, outside professionals, elected and appointed officials and residents and civic associations. The number of programs is up to the consultant but must include presentation graphics, handouts, sample exercises and nonprofessionals' guidebook that provides an overview of key concepts

and/or technical provisions. The consultant will assist Building & Planning Staff in conducting a minimum of one (1) training session.

***Deliverables:*** *presentation graphics, training materials, a guidebook, and handouts.*

# Proposal Requirements

## I. PRE-PROPOSAL MEETING AND GENERAL QUESTIONS

1. An **optional** pre-proposal conference will be held for interested consultant firms/teams for the purpose of answering any questions relative to the Request for Proposal (RFP) on Wednesday September 14, 2016 at 9:30 a.m.

Location: Lower Merion Township Administration Building  
2<sup>nd</sup> Floor Board Room  
75 E. Lancaster Avenue, Ardmore, PA 19003.

Limited visitor parking and some metered parking spaces are available adjacent to the Township building on its east and west sides. Notes taken by Township staff at this meeting will be posted on the project's webpage:

<http://www.lowermerion.org/services/building-and-planning-department/planning-division/comprehensive-plan/comprehensive-update-to-the-zoning-code-subdivision-regulations> on the Lower Merion Township website.

2. Requests for information may be directed to:

Christopher Leswing, P.P., A.I.C.P.  
Assistant Director, Building & Planning  
610-645-6116  
Email: [LMTrezoning@lowermerion.org](mailto:LMTrezoning@lowermerion.org)

Or

Colleen Hall  
Planner/GIS Technician  
610-645-6122  
Email: [chall@lowermerion.org](mailto:chall@lowermerion.org)

## II. SUBMISSION OF RESPONSE

1. Five (5) hard copies of the technical proposal and qualifications shall be submitted along with cost proposals for the submission that are in a proposal in separately sealed envelope, no later than 3:00 p.m. on Friday, October 28, 2016. An electronic PDF copy of the **proposal** shall also be included with the submittal. The Township will open cost proposals after review and discussion of the technical proposals.
2. Mail or Deliver proposals to:

Cydnee Baffa  
Township of Lower Merion  
Finance Department

75 E. Lancaster Avenue  
Ardmore, PA 19003  
Email: [cbaffa@lowermerion.org](mailto:cbaffa@lowermerion.org)

3. The envelope containing responses to this RFP must be prominently marked on the outside “Proposals for Planning Services – Comprehensive Zoning Code Update.” The Cost Proposal, in a separate envelope, shall be similarly titled.
4. Technical proposals should not exceed thirty (30) written pages.
5. Faxed proposals will not be accepted.

## II. PROPOSAL CONTENT AND FORMAT

The Township requests that each consultant follow the guidelines set forth below when submitting a proposal.

### A. Technical Proposal

1. Executive Summary – Summarize the overall approach for completing the project and the general timeframes allotted for major tasks. State the reasons why the Township should select your firm/team for this project. Provide the name of the person authorized to make representations for your firm/team, together with his/her title, e-mail address and telephone number.
2. Organizational Chart and Work Plan – Provide the project’s organization chart, including the roles of lead consultants and subcontractors, as well as the technical and support staff. Clearly present staff allocation and reporting relationships for all those working on the project.

A Work Plan (aka “Project Schedule”) shall detail, by line item, the tasks, subtasks, deliverables, responsible parties and the division of labor by provider and hours. A preliminary phasing plan for project completion should be included. The work plan should include milestone dates and general timeframes for Working Group sessions, public meetings (if any) and public presentations.

3. Organization Support and Experience – This section should provide background information on the firms and key personnel who will be involved in the project. Provide references from similar projects completed. This includes sub-consultants that are part of the proposed project team. Include a list of all other consultants required for the project and their background.

**Note** the selected consultant team shall be knowledgeable and experienced in developing and implementing Traditional Neighborhood Development (TND) standards. The areas where TND standards should be applied are identified on the TND Map in the Comprehensive Plan.

4. Services – Detail the tasks and activities proposed to address the scope of work to be provided for each phase of the project.
  5. Additional Data – Include any pertinent data not covered in any of the other sections.
- B. Cost Proposal
1. Compensation will be on a Fixed Fee based on the Scope of Services to be provided. The following table shall be used to provide a schedule of values for the major tasks contained in the scope of services and must be submitted in support of the fixed fee for the initial two-year contract term. In addition, the cost proposal shall include an hourly rate and expense schedule to be used in determining compensation for any agreed upon out-of-scope work.
  2. If the Township elects an additional one-year extension for implementation support or other services, then the Township will come to a separate fee and scope agreement with the vendor at that future point in time.

	<b>Fixed Fee Scope of Services</b>
Phase 1 <b>Assessment and Analysis</b>	
Phase 2 <b>Draft a Revised Zoning Code</b>	
Phase 3 <b>General Technical Support</b>	
Phase 4 <b>Implementation</b>	
<b>TOTAL PROJECT COST</b>	
	<b>Out-of-Scope Work</b>
Fixed Hourly Rate	
Fixed Hourly Rate Expense Schedule	
Total Hourly Rate	
Additional Public Meetings	

3. Invoicing shall reflect the amount of work performed during the billing period based on the schedule of values agreed upon for the major tasks contained in the scope of services and the basis of the Fixed Fee. Progress payments will be made on a monthly maximum frequency.

### III. INSURANCE REQUIREMENTS

The successful consultant, prior to commencing work, shall provide at their own expense, the insurance listed in Attachment “B” to the Lower Merion Township Purchasing Office, evidenced by certificates of insurance. Each certificate shall require that notice be given to the Township Purchasing Office (30) thirty days prior to cancellation or material change in the policies. The Township of Lower Merion and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Consultant’s commercial general liability insurance with respect to liability arising out of the services provided under this Contract by the Consultant.

### IV. AGREEMENT

The Lower Merion Township’s Consultant Services Contract (Attachment “A”) and Non-Collusion Affidavit of Prime Bidder (Attachment “C”).

### V. TIME FOR COMPLETION

The consultant shall commence work on this project within thirty (30) days of receipt of a formally executed Agreement from the Township. Plans, specifications, schedules and bid packages shall be submitted to the Township as per the agreed project schedule.

### VI. EVALUATION OF PROPOSALS

A committee of Township representatives will evaluate technical proposals. The Township will consider the technical evaluation and price in making its selection. The Township may choose to create a short list of firms for interviews that would take place as soon as possible after receipt and review of proposals.

**CONSULTANT SERVICES CONTRACT**

THIS AGREEMENT is made as of this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **Township of Lower Merion, Pennsylvania** (hereinafter referred to as "the Township"), and \_\_\_\_\_ (hereinafter referred to as "the Consultant").

**WITNESSETH:**

**WHEREAS:** The Township has chosen to implement the professional Planning and Code Analysis services study for the Comprehensive Update to the Lower Merion Township Zoning Code & Subdivision Regulations; and

**WHEREAS:** The project is financed by Lower Merion Township; and

**NOW THEREFORE,** the parties hereto intending to be legally bound by the terms hereof, do mutually agree as follows:

**ARTICLE I - Scope of Work**

Consultant shall perform all services set forth in that certain Response to the Request for Proposal, entitled Comprehensive Update to the Lower Merion Township Zoning Code & Subdivision Regulations Scope of Services, and attached hereto as Attachment "A," and incorporated herein by this reference (the "Proposal").

**ARTICLE II - Compensation**

As compensation for the services performed under this Agreement, the Township shall pay Consultant the sum as agreed upon between the parties. The amount shall not exceed \$\_\_\_\_\_ dollars in accordance with ARTICLE IV of this Agreement. Other expenses incurred at the request of the Township, including, but not limited to, travel outside the Philadelphia MSA, other consultants and professional fees, advertising, printing, etc., are not included in the stated amount. Consultant will submit to the Township monthly invoices for all work in progress. The Township shall pay Consultant the amount of the invoice within thirty-(30) days of the Township's receipt of the invoice.

**ARTICLE III – Submission of Reports**

During the term of this Agreement, Consultant shall provide to the Township or its designee such oral or written reports and documents as the latter may reasonably require and as are specified in the Proposal.

**ARTICLE IV - Period of Performance**

The performance of Consultant services hereunder shall commence immediately following authorization by Lower Merion Township to initiate the assignment by way of this formally executed Agreement with the Township. Subject to the provisions of ARTICLE VII herein, this contract shall terminate upon delivery by Consultant of materials and reports specified in the Proposal, and payment to Consultant by the Township of the total specified in Article II herein. These periods of performance and the compensation payable to Consultant under ARTICLE II hereof may not be amended, modified or supplemented, except by written agreement of the duly authorized officers of the parties.

**ARTICLE V – Independent Contractor**

Consultant’s relationship with the Township shall, at all times, be that of an independent contractor. The method and manner in which Consultant services hereunder shall be performed shall be determined by the Consultant, in its sole discretion, and the Township will not exercise control over Consultant or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by the Consultant shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate the Consultant, or any of its employees, as employees or agents of the Township.

**ARTICLE VI – Notice**

Any notice, request or other communication to either party by the other concerning the terms and conditions of this Agreement, including, without limitation, the provisions of ARTICLE II and ARTICLE IV, shall be in writing and shall be deemed given only (i) when actually received by the addressee, and (ii) sent postage prepaid, by certified or registered United States mail, return receipt requested, addressed as follows:

If to Consultant:

If to the Township:

Christopher Leswing, P.P., A.I.C.P.  
Department of Building & Planning  
Township of Lower Merion  
75 E. Lancaster Avenue  
Ardmore, PA 19003

Gilbert P. High, Jr., Esq., Township Solicitor  
High, Swartz, Roberts & Seidel LLP  
40 East High Street  
Norristown, PA 19404

The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions of this ARTICLE VI.

#### **ARTICLE VII- Termination**

The Township, acting by its Project Manager, or his/her designee, may terminate this Agreement at any time with or without cause by giving 30 days' written notice to Consultant, in which event the Township's sole obligations shall be to compensate Consultant for work actually performed and expenses incurred up to the date of termination. The individuals noted in ARTICLE VI-NOTICE, shall serve as project managers for the purpose of this project and Agreement. In no event will any payment pursuant to this ARTICLE VII exceed the compensation provided for in ARTICLE II.

#### **ARTICLE VIII - Confidentiality**

Consultant shall not publish, copyright, or otherwise disclose or permit to be disclosed or published, the results of any reports to the Township concerning the work to be performed pursuant to this Agreement, or any particulars thereof, including forms or other materials developed exclusively for the Township in connection with the performance by Consultant of its services hereunder during the period of this Agreement, without prior written approval of the Township. Consultant, cognizant of the sensitive nature of much of the data supplied by the Township, agrees to protect the confidentiality of any information designated by the Township to be privileged or proprietary except to the extent that (i) such information enters the public domain, (ii) is obtained by Consultant from independent third parties not subject to any confidentiality or similar agreement with the Township, or (iii) disclosure of such information is required by law, rule or regulation or the valid order of a court or administrative agency.

#### **ARTICLE IX - Personnel**

Notwithstanding the provisions of ARTICLE V hereof, Consultant will assign those persons identified in Attachment "A", and other Consultant support staff, as necessary, to complete the project. The rates for personnel shall be charged at no more than the rates identified on Attachment "A."

In the event that the employment of any such employee specified in Attachment "A" should be terminated prior to the termination hereof, then in such event Consultant shall at its

discretion, assign such other persons, as necessary, to complete the project. The Township shall retain the right to accept or reject the designee.

#### **ARTICLE X - Indemnity / Liability**

Consultant will indemnify the Township and hold it, and its officers, agents, representatives and employees harmless from any and all claims, damages, costs, including attorney's fees, and liabilities of any kind directly resulting from the performance of its obligations under this Agreement; except to the extent such claims, damages, costs and liabilities result from the negligence or willful misconduct of the Township or its employees, representatives or agents. In no event shall Consultant be liable for lost profits, consequential or indirect damages suffered by the Township.

#### **ARTICLE XI - Conflicts**

During the term of this Agreement, Consultant will not without the consent of the Township accept from other clients any assignments or tasks which substantially conflict with the objectives of this Agreement. Consultant shall give written notice to the Township with respect to any such assignments or tasks. Such notice shall set forth in reasonable detail the services Consultant would undertake to perform in connection with such assignments or tasks.

#### **ARTICLE XII - Insurance**

Consultant shall take out and carry during the entire term of this Agreement, property damage insurance and general public liability insurance as specified in the Request for Proposal, Proposal Requirements, IV Insurance Requirements, with specified limits that protect both Consultant and the Township from liability. Consultant shall insure the payment of compensation to its employees in accordance with the Worker's Compensation Laws of the State of Pennsylvania. Consultant will maintain adequate General Liability and Auto Liability insurance. Consultant will provide the Township with a Certificate of Insurance evidencing the insurance coverage provided for herein, in the amounts specified in the Proposal Requirements.

#### **ARTICLE XIII - Taxes, Unemployment Insurance and Related Items**

Consultant hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by Consultant on the work covered by this Agreement or in any way connected therewith; and Consultant shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and Consultant shall reimburse

the Township for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law the Township may be required to pay the same or any part thereof.

#### **ARTICLE XIV - General**

A. Modifications - This Agreement or any part thereof may not be modified, except by written agreement of the parties signed by the duly authorized officers of the parties.

B. No Waiver - No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

C. Applicable Law - This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

D. Severability - If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

E. Successors and Assignees - The Township shall not assign or transfer this Agreement or any of its rights hereunder without the prior written consent of Consultant. Consultant shall have the right without the consent of the Township, to assign this Agreement and its rights and obligations hereunder to Consultant parents, subsidiaries or affiliates or to any partnership in which Consultant or any parent, subsidiary or affiliate of Consultant is a general partner, or to a successor of Consultant by consolidation or merger or to a purchaser of all, or substantially all, of Consultant assets.

F. Force Majeure - In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

G. Entire Agreement - This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings relating to the services required under this Agreement.

***IN WITNESS WHEREOF***, the parties hereto have caused this Agreement to be duly executed by their duly authorized officials as of the date first written above.

ATTEST: TOWNSHIP OF LOWER MERION, ARDMORE, PENNSYLVANIA

Signed by: \_\_\_\_\_ Witnessed by: \_\_\_\_\_  
Ernie B. McNeely Christopher Leswing

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Township Manager Title: Assistant Director, Building & Planning

ATTEST: CONSULTANT

Signed by: \_\_\_\_\_ Witnessed by: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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

## **Contract for Professional Services Insurance Requirements and Indemnification**

### **General Insurance Requirements**

1.1 - The Consultant shall not commence any operations or services on behalf of the Township of Lower Merion (the Township) under this Contract until the Consultant has obtained at the Consultant's own expense all of the insurance as required hereunder and such insurance has been approved by the Township. Approval of insurance required of the Consultant will be granted only after submission to the Township of original certificates of insurance signed by authorized representatives of the insurers or, at the Township's request, certified copies of the required insurance policies.

1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Township's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Township throughout the term of the Contract.

1.3 - The Consultant shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, workers compensation and employers liability insurance (or personal health insurance) and professional liability insurance to the same extent required of the Consultant in section 2 below unless any such requirement is expressly waived or amended by the Township in writing. The Consultant shall furnish Subcontractors' certificates of insurance to the Township immediately upon request.

1.4 - All required insurance coverages must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the Township. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Township grants specific approval for an exception. The Township hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers Insurance Fund of Pennsylvania.

1.5 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Township.

1.6 - No acceptance and/or approval of any insurance by the Township shall be construed as relieving or excusing the Consultant from any liability or obligation imposed upon the Consultant by the provisions of this Contract.

1.7 - If the Consultant does not meet the insurance requirements of this Contract, the Consultant shall forward a written request to the Township for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Township denies the request, the Consultant must comply with the insurance requirements as specified in this Contract.

1.8 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Consultant, and are subject to the Township's written approval. Any deductible or retention amounts elected by the Consultant or imposed by the Consultant's insurer(s) shall be the sole responsibility of the Consultant.

## 2 - Consultant's Insurance

2.1 - The Consultant shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$	1,000,000	each occurrence;
\$	1,000,000	personal and advertising injury;
\$	2,000,000	general aggregate; and
\$	1,000,000	products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors; and
- iii. Contractual liability including protection for the Consultant from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos); and
- ii. Automobile contractual liability.

2.1.3 - If the Consultant has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$	100,000	each accident for bodily injury by accident;
\$	100,000	each employee for bodily injury by disease; and
\$	500,000	policy limit for bodily injury by disease.

2.1.4 - If the Consultant is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent.

2.1.5 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$ 1,000,000	per occurrence;
\$ 1,000,000	aggregate for other than products/completed operations and auto liability; and
\$ 1,000,000	products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and

iii. Employers liability.

2.1.6 - Consultant's professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

\$	1,000,000	each claim or wrongful act; and
\$	1,000,000	annual aggregate.

2.2 – The Township of Lower Merion and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Consultant's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Consultant.

***Special Note: ISO forms CG 2009 and CG 2010 entitled “Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization” (previously Forms A and B respectively) are NOT ACCEPTABLE. ISO form CG 2026 entitled “Additional Insured - Designated Person or Organization” or a manuscript endorsement with the above wording is required.***

2.3 - Insurance or self-insurance provided to the Township and its elected and appointed officials, officers, employees and authorized volunteers under any Consultant's liability insurance or self-insurance required herein shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Consultant's liability insurance policies required herein.)

2.4 - Insurance or self-insurance provided to the Township and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Township and Township's elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Township and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.5 - If any liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions:

2.5.1 - The Consultant shall agree to provide certificates of insurance evidencing such claims made coverages for a period of one year after final payment by the Township for Consultant's services under this Contract. Such certificates shall evidence a retroactive date no later than the earlier of the date of this Contract or the commencement of Consultant's services under this Contract; or

2.5.2 - The Consultant shall purchase an extended (minimum one year) reporting period endorsement for each such "claims made" policy in force as of the date of final payment by the Township for Consultant's services under this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the earlier of the date of this Contract or the commencement of Consultant's services under this Contract.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania

CONTRACT NUMBER \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, state that I am the \_\_\_\_\_ of \_\_\_\_\_,
Name of Bidder Title Firm or Company

and that I am authorized to make this Affidavit on behalf of my Firm or Company and its owners, directors and officers. I am the person responsible in my Firm or Company for the prices and the amount of this Bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of the Bid, and neither the approximate price(s) nor the approximate amount of this Bid have been disclosed to any other firm or person who is bidder or potential bidder and they will not be disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract or to submit a bid higher than this bid or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the TOWNSHIP OF LOWER MERION to which the attached Bid is being submitted or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(6) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not currently
Firm or Company
under investigation by any governmental agency and have not in the last four years been convicted or found liable of any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understand and acknowledge that the above representations are true
Firm or Company
and relied on by the Agency in awarding the contract(s) for which this bid is submitted. I understand and my Firm or Company understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Agency of the true facts relating to the submission of bids for this contract.

Subscribed and sworn to before me this
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Firm or Company

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
Name of Bidder, Title

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Signature of Bidder

My commission expires \_\_\_\_\_

## ONGOING PLANNING INITIATIVES

### City Avenue District

In 2007 the Township undertook a comprehensive analysis and rezoning of the multi-jurisdictional City Avenue Corridor in partnership with the City Avenue Special Services District and the City of Philadelphia. The goal was to create zoning provisions that encouraged cohesive development along both sides of the corridor that also serves as the city/county boundary. The rezoning was intended to encourage higher density, multiple use, pedestrian-oriented development and more economically productive use of land parcels in the vicinity of City Avenue. The City Avenue District includes three distinct areas including: the Regional Center Area (“RCA”), the Bala Cynwyd Retail district (“BCR”) and the Bala Village district (“BV”). The RCA and the BCR districts were adopted in 2012. The BV district was adopted under a separate ordinance in 2014.

The new zoning districts incorporate incentives for development features that benefit the general public, such as public gathering spaces and public, multi-purpose paths and incorporates the requirements of an Official Map. The Official Map lays out the suggested locations for the public amenities as permitted in the Pennsylvania Municipalities Planning Code.

The Township also established a Transportation Service Area in 2011 to leverage funds for necessary off-site roadway improvements within the district resulting from vehicular trips generated from new development. The funds are assessed based on the Act 209 Studies including the *Land Use Assumptions Report*, *Roadway Sufficiency Analysis* and *Transportation Capital Improvement Plan*. A separate Transportation Service Area also exists along the Rock Hill Road/Belmont Avenue Corridor.

Because the Transportation Capital Improvement Plan focuses on roadway improvements, a complementary 2014 *City Avenue Connectivity Study* was conducted to focus on multi-modal improvements along the corridor to reduce automobile dependency. The focus of the plan was to improve transit access and increase the percentage of transit trips to and from the district by both rail and bus.

### Ardmore Revitalization Project

The Ardmore Revitalization Plan was initiated over 15 years ago and proposed multiple projects that focused on improvements in the Ardmore Business District. Several projects are complete, including the Anderson Avenue Bridge Lighting and Signage and the realignment of the Ardmore and Lancaster Avenue intersection. The Ardmore Transit Center project focused on a mixed-use, transit oriented development, including a new train station. The mixed-use portion of the project is expected to commence construction in fall 2016. It includes ground level retail with 110 residential units above it, private parking below grade and a 200 space public parking garage behind the retail space and below the residential units. The parking garage replaces Lower Merion’s surface parking lot on Cricket Avenue.

The Ardmore Train Station is located in the heart of downtown Ardmore and serves both the Amtrak Keystone Line and the SEPTA Paoli/Thorndale Line. The train station and transit-oriented improvements will be completed in two phases. The project is now primarily managed by SEPTA with the Township assistance. The fully funded first phase focuses on train station improvements including the construction of ADA accessibility improvements with ramps, elevators and both high and low level platforms. A new station building with shelters and canopies will be provided along with site utilities and storm water management. The parking garage foundations will also be constructed during phase one along with any modifications to the existing catenary structures.

Phase 2 of the project involves the construction of a 5-story, 500 space parking garage to meet the needs of the commuters, businesses and the local government. Phase two remains unfunded but is intended to include bus and intermodal connections.

#### Bryn Mawr Master Plan Implementation

The Bryn Mawr Master Plan was completed in 2006 and resulted in an area-wide rezoning, including medical district zoning provisions that enabled numerous redevelopment opportunities. Bryn Mawr's master plan has advanced through the efforts of the Main Line Health system, with major expansions to Bryn Mawr Hospital and building medical office buildings. The retail corridor is experiencing new investment with the imminent opening of a major new upscale retail development along Lancaster Avenue. The success of the Bryn Mawr Film Institute and the presence of many leading Township corporate institutions makes Bryn Mawr a highly desirable area for continued redevelopment and business expansion.

#### Township-wide Stormwater Management Plan

The Board of Commissioners recently approved funding a Comprehensive Storm Water Management Plan, as recommended in the new Comprehensive Plan and the Storm Water Management Evaluation Task Force Report. The scope of services will include identifying future storm water infrastructure needs and storm water policy recommendations to ensure compliance with federal/state regulatory requirements such as MS4 permits. This plan will address projected future financial requirements, and provide recommendations on how such financial requirements may be satisfied.

Please use the following links to access relevant planning documents:

- **Comprehensive Plan:** <http://www.lowermerion.org/services/building-and-planning-department/comprehensive-plan>
- **Issues Report:** <http://www.lowermerion.org/services/building-and-planning-department/ongoing-projects-long-range-plans/comprehensive-plan>
- **Township Codes:** <http://www.lowermerion.org/services/township-secretary-s-office/township-municipal-codebook>
- **Current Zoning Map:** <http://www.lowermerion.org/services/building-and-planning-department/zoning>

If you have any questions with regard to the website links, please contact Colleen Hall at [chall@lowermerion.org](mailto:chall@lowermerion.org).