

TOWNSHIP OF LOWER MERION

**ECONOMIC REVITALIZATION
COMMITTEE**

Wednesday, June 20, 2018
7:15 PM (Approximately)

Chairperson: Anthony C. Stevenson
Vice Chairperson: Andrew S. Gavrin, Cheryl B. Gelber

AGENDA

1. **AUTHORIZATION TO ENTER INTO VARIOUS AGREEMENTS AND TAKE CERTAIN ACTIONS RELATED TO THE CONSTRUCTION OF A NEW TRAIN STATION IN ARDMORE**



AGENDA ITEM INFORMATION

ITEM: AUTHORIZATION TO ENTER INTO VARIOUS AGREEMENTS AND TAKE CERTAIN ACTIONS RELATED TO THE CONSTRUCTION OF A NEW TRAIN STATION IN ARDMORE

Consider for recommendation to the Board of Commissioners authorizing the following actions related to the construction of a new train station in Ardmore:

- A. Approval for the Township Manager to enter into an Intellectual Property Cross-License Agreement for construction of a new train station in Ardmore, PA together with the foundations for a new parking garage and related site improvements
- B. Approval for the Township Manager to enter into a Storm Water, Foundation and Construction Easement Agreement with SEPTA for construction of a new train station in Ardmore together with the foundations for a future new parking garage and related site improvements
- C. Adoption of a resolution approving relief as requested by SEPTA from the provisions of the Township Code, Chapter 121, Stormwater, during station and foundation construction
- D. Adoption of a resolution approving alterations to Station Avenue to allow for the new location of the Ardmore Station including the temporary removal of metered parking spaces during construction and the permanent removal of several metered spaces upon completion of construction

PUBLIC COMMENT

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Issue Briefing	Issue Briefing
<input type="checkbox"/> Intellectual Property Cross License Agreement	Backup Material
<input type="checkbox"/> Resolution Approving Storm Water, Foundations and Construction Easement Agreement between the Township of Lower Merion and SEPTA	Resolution
<input type="checkbox"/> SEPTA Easement Plans	Backup Material
<input type="checkbox"/> Resolution Approving Storm Water Waivers	Resolution
<input type="checkbox"/> Urban Engineers Letter of June 13, 2018 to Township Engineer	Backup Material
<input type="checkbox"/> Resolution Approving Alteration of Station Avenue	Resolution
<input type="checkbox"/> SEPTA Station Avenue Existing Conditions Plan	Backup Material
<input type="checkbox"/> SEPTA Station Avenue Proposed Improvements	Backup Material

TOWNSHIP OF LOWER MERION

Economic Revitalization Committee

Issue Briefing

Topic: Ardmore Train Station Project Approvals - SEPTA Intellectual Property Agreement, Temporary and Permanent Easements, Storm Water Waivers and Station Avenue Modifications

Prepared By: Angela Murray, AICP Assistant Director of Building & Planning

Date: June 20, 2018

I. Actions to Be Considered by The Board:

- a. Authorize the Township Manager to execute an Intellectual Property Cross-License Agreement for construction of a new train station in Ardmore, PA together with the foundations for a new parking garage and related site improvements.
- b. Authorize the Township Manager to execute temporary construction and permanent easements between the Township and SEPTA as reflected in the resolution attached hereto.
- c. Approve waivers from Township Storm Water requirements substantially in the form of the resolution attached hereto.
- d. Adoption of a resolution approving alterations to Station Avenue for the new Ardmore Train Station substantially in the form of plans as submitted.

II. Why This Issue Requires Board Consideration: These agreements, waivers and approvals are needed to allow SEPTA to proceed with the Ardmore Train Station Project Phase 1 and all require Board of Commissioners approval.

III. Current Policy or Practice (If Applicable): The Board of Commissioners approved prior agreements with SEPTA for design and construction of the Ardmore Train Station and related improvements.

IV. Other Relevant Background Information: The Township was the original Project Manager for the Ardmore Transit Center Project and managed the design of the improvements. The Township engaged Urban Engineers to design the station, platforms, garage and other improvements. SEPTA has assumed control of the project so the Township needs to provide all Intellectual Property associated with the design to SEPTA so that the station project can be developed. PennDOT is also a party to the project with SEPTA and PennDOT also requires use of the Urban Engineers plans. This license agreement enables PennDOT to use the Urban

Engineers plans to finish the design of the station and garage and to build the station and garage foundations. It also allows the Township to use the resulting work product from PennDOT's engineers to build the garage if the Township elects to do so.

Secondly, to enable SEPTA to construct the new Ardmore Station, platforms and parking, several easements, both for temporary construction and for permanent installations such as the future parking garage foundations, are needed from the Township.

SEPTA has taken the position that there is no land development approval required for this development since it is related to railroad property. However, Township staff requested that SEPTA comply with Township storm water requirements in Chapter 121. SEPTA has agreed to such a review, subject to the reservation that it is only doing so to accommodate the Township as landowner and not as a code requirement.

As part of the construction of the train station and planned SEPTA parking lot, Station Avenue will need to be modified as shown on the attached plans. This realignment will result in the temporary loss of approximately 10 metered parking spaces during construction and 6 metered parking spaces permanently.

SEPTA will be constructing platforms across the Anderson Avenue Bridge that will connect the platform to the Township Municipal Parking Lot 16 (Ardmore West Lot). This will result in the temporary loss of 11-15 metered and permit parking spaces during construction that spans 8-12 months.

SEPTA requested certain waivers from the storm water requirements as set forth in a letter from Urban Engineers dated November 29, 2017. This has been reviewed by the Township Engineer and resulted in an updated memorandum from Urban Engineers dated June 13, 2018.

The total period for construction of the Ardmore Station is estimated to be 24 to 28 months. Impact to Township facilities will vary depending on the SEPTA construction schedule. The project will go out to bid in the fall this year with construction expected in spring 2019.

- V. Impact on Township Finances:** Temporary impact due to removal of metered spaces in Township Parking Lots, Rittenhouse Place and on Station Avenue during construction.

Staff Recommendation: Staff recommends that the Intellectual Property Cross-License Agreement, Temporary and Permanent Easements, Waivers from Storm Water Management Requirements and approval for alterations to Station Avenue be recommended to the Board of Commissioner's for approval.

AGREEMENT NO. _____
FEDERAL ID NO. _____

EFFECTIVE DATE: _____
(PennDOT will insert)

INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT

THIS INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT ("Agreement") is made by and among the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT"),

and

the LOWER MERION TOWNSHIP, acting through its proper officials ("Lower Merion"),

and

SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY, a body corporate and politic ("SEPTA").

As used in this Agreement, PennDOT, Lower Merion and SEPTA are referred to as the "Parties."

BACKGROUND

Lower Merion entered into a Consulting Agreement for Architectural/Engineering Services with Urban Engineers, Inc., a Pennsylvania corporation ("Urban"), dated April 1, 2009, which was subsequently amended ("Urban Agreement"). The Urban Agreement provided for, among other things, the design of a transit center and parking garage in Ardmore, Lower Merion Township, Pennsylvania (the "ATC Project"). The ATC Project was comprised of two Phases: Phase I covers improvements to the Ardmore Transit Center and its components. Phase II covers the construction of a parking garage and related site improvements.

Phase I has been fully funded, but Phase II has not yet been fully funded. While under contract with Lower Merion, Urban prepared plans, specifications and other documentation for both Phase I and Phase II of the ATC Project. Urban's last formal submission to Lower Merion was the 60% submission. Urban's contract was placed on hold per written instructions from Lower Merion and SEPTA in December of 2013. At that juncture, the plans, specifications and other documentation for Phase I and Phase II

of the ATC Project were approximately 90% and 75% completed, (the "Works"), and thus did not constitute a final constructible work product.

PennDOT subsequently executed an Agreement with Parsons Brinckerhoff, Inc., a New York corporation ("P-B") dated December 20, 2011, for engineering and design services (as amended, the "P-B Agreement"). SEPTA serves as PennDOT's agent in managing the ATC Project. In December of 2013, P-B engaged Urban as its subcontractor to develop plans and specifications and other documentation for Phase I of the ATC Project that were 100% complete (the "Commonwealth Works").

PennDOT and SEPTA have requested that Lower Merion license to PennDOT and SEPTA the use of the Works.

In consideration for the license granted herein by Lower Merion to PennDOT and SEPTA for use of the Works, Lower Merion has asked PennDOT and SEPTA to license to Lower Merion the Commonwealth Works, including without limitation those associated with Phase II of the ATC Project, which has yet to be fully funded; provided, however, that Lower Merion elects to proceed with Phase II of the Project.

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

1. **Limited License.** Subject to the terms and conditions of this Agreement, Lower Merion grants to SEPTA and PennDOT a limited, non-exclusive, non-transferable, non-sublicensable (except as set forth herein), perpetual license to access and use the Works solely in connection with the design, construction, completion, maintenance, repair, replacement and restoration of the ATC Project. SEPTA and PennDOT will use the Urban Plans in accordance with all applicable laws, statutes, rules and regulations.

2. **Ownership and Changes.** Lower Merion represents that it owns the Works and has the right, power and authority to enter into this Agreement. The other Parties do not disagree with that assertion (although SEPTA funded a portion of the cost of that work) and have no knowledge to the contrary. Lower Merion shall retain all right, title and interest in and to the Works including all intellectual property rights and know-how associated with the Works. Neither PennDOT nor SEPTA shall obtain any ownership rights, express or implied, or any other rights, other than the license grant established in the Works under this Agreement.

3. **Disclaimers.** PENNDOT AND SEPTA ACKNOWLEDGETHAT (i) LOWER MERION DOES NOT WARRANT THAT THE WORKS ARE ERROR-FREE, and (ii) LOWER MERION MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, SATISFACTORY QUALITY OR NONINFRINGEMENT.

4. **Limited Conditional License.** Subject to the terms and conditions of this Agreement, PennDOT grants to Lower Merion a limited, non-exclusive, non-transferable, non-sublicensable (except as set forth herein), perpetual license, subject to the conditions precedent that (a) adequate funding becomes available for the future Phase II of the ATC Project and (b) Lower Merion elects to proceed with Phase II of the Project, to access and use the Commonwealth Works solely in connection with the design, construction, completion, maintenance, repair, replacement and restoration of Phase II of the ATC Project. If the conditions precedent for the exercise of such a license are satisfied, Lower Merion will use the Commonwealth Works in accordance with all applicable laws, statutes, rules and regulations. If adequate funding becomes available for Phase II of the ATC Project, but another entity ends up handling the construction and/or subsequent operation and maintenance of that future Phase II, PennDOT will grant a separate limited, non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Commonwealth Works to that entity instead. In such event, the license granted to Lower Merion under this section shall be void.

5. **Ownership and Changes.** The parties acknowledge that PennDOT owns and retains all right, title and interest in and to the Commonwealth Works and any attendant intellectual property rights therein or arising therefrom except for the Works. Lower Merion shall not obtain any ownership rights, express or implied, or any other rights other than the non-exclusive license expressly set forth herein in the event Lower Merion elects to proceed with Phase II of the Project independent of SEPTA and PennDOT, in the Commonwealth Works.

6. **Disclaimers.** LOWER MERION ACKNOWLEDGES, EXPRESSES AND AGREES THAT (i) PENNDOT AND SEPTA DO NOT WARRANT THAT THE COMMONWEALTH WORKS SHALL BE ERROR FREE, AND (ii) PENNDOT AND SEPTA MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, SATISFACTORY QUALITY OR NONINFRINGEMENT.

7. **Limitations of Liability.**

NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST REVENUES) WITH RESPECT TO THIS Agreement, WHETHER FORESEEABLE OR NOT AND REGARDLESS OF WHETHER CLAIMS UNDER THIS Agreement ARE

BROUGHT UNDER TORT, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY.

8. **Acknowledgement.** The Parties acknowledge that the limitations and disclaimers set forth in the licenses granted herein represent an essential element in setting consideration under this Agreement.

9. **Easements.** SEPTA shall obtain, at no cost or expense to Lower Merion, all easements and other real property rights necessary or desirable to construct in part or whole the foundations for Phase II of the ATC Project. Nothing contained herein shall be deemed to be a promise by any party hereto to transfer real property.

10. **Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to conflict of laws provisions.

11. **Assignment.** Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by any party without the prior written consent of the non-assigning parties. Notwithstanding the foregoing grants of licenses set forth in Paragraphs 1 and 2 above, either party may sublicense the intellectual property referred to solely for the purpose of allowing contractors and subcontractors acting by, through or under one of the Parties hereto to design, construct, complete, maintain, repair, replace or restore the ATC Project or any portion thereof.

12. **No Waiver.** The failure of any party to enforce any rights granted hereunder or to take action against another party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

13. **Relationship of the Parties.** The relationship of the Parties established in this Agreement is that of independent contracting parties, and nothing contained in this Agreement shall be construed (i) to give either party the power to direct or control the day-to-day activities of the other, or (ii) to constitute the Parties as partners, franchisee-franchisor, joint venturers, co-owners or participants in a joint or common undertaking, or otherwise give rise to fiduciary obligations between the Parties.

14. **Required Commonwealth Provisions.** Lower Merion, only if it uses the Commonwealth Works, and SEPTA shall comply with the following required Commonwealth Provisions. As used in these provisions, "Contractor" refers to Lower Merion and SEPTA:

- (1) **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, attached and made part of this Agreement in Exhibit "A;"
- (2) **Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, attached and made part of this Agreement in Exhibit "B;" and,
- (3) **Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, attached and made part of this Agreement in Exhibit "C."

15. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and Lower Merion and SEPTA shall comply with the clause entitled Contract Provisions - Right to Know Law, attached and made part of this Agreement as Exhibit "D."

16 **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the Parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the Parties with the same formality as this Agreement.

17. **Titles not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

18. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

19. **Third Party Beneficiary Rights.** The Parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

20. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the Parties at the following addresses , either by regular mail or delivery in person:

If to PennDOT: 400 North Street, 8th Floor
Harrisburg, PA 17120

If to Lower Merion: 75 E. Lancaster Ave.
Ardmore, PA 19003

If to SEPTA: 1234 Market Street, 5th Floor
Philadelphia Pennsylvania 19107
Attention: Robin L. Lewis, Esquire

21. **Ambiguity.** This Agreement shall not be construed against the party preparing it, but shall be construed as if the Parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

22. **Entire Agreement.** This Agreement constitutes the entire, final, complete and exclusive understanding and legal arrangement between the Parties and supersedes all previous agreements or representations, oral or written, relating to the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. The Parties acknowledge having read the terms and conditions set forth in this Agreement and all attachments hereto, understand all terms and conditions, and agree to be bound thereby.

23 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby have duly executed the Agreement as of the date first above written.

SOUTHEASTERN PENNSYLVANIA
TRANSPORTATION AUTHORITY

TOWNSHIP OF LOWER MERION

By: _____
Jeffrey D. Knueppel, P.E., Date
General Manager

By: _____
Name: _____ Date
Title: _____

Attest: _____ (Seal)
Title: _____ Date

Attest: _____
Title: _____ Date

Approved as to form

By: _____
Office of the General Counsel of SEPTA

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____
Deputy Secretary Date
of Multimodal Transportation

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARY APPROVAL

BY: _____
For Chief Counsel Date

BY: _____
Assistant Counsel Date

BY: _____
Deputy General Counsel Date

BY: _____
Deputy Attorney General Date

JOINDER AND CONSENT - URBAN ENGINEERS

Urban Engineers, Inc., hereby joins in this Agreement for the purposes of acknowledging that it is bound by the terms hereof to the extent applicable to it.

URBAN ENGINEERS, INC.

By: _____

JOINDER AND CONSENT - WSP USA, INC.
(formerly known as PARSONS BRINCKERHOFF, INC.)

WSP USA, Inc. (formerly known as Parsons Brinckerhoff, Inc.) hereby joins in this Agreement for the purposes of acknowledging that it is bound by the terms hereof to the extent applicable to it.

WSP USA, INC. (formerly known as
Parsons Brinckerhoff, Inc.)

By: _____

214592858v1

RESOLUTION

Approving the Storm Water, Foundations and Construction Easement Agreement Between the Township of Lower Merion and Southeastern Pennsylvania Transportation Authority.

WHEREAS, Southeastern Pennsylvania Transportation Authority (“SEPTA”) proposes to build an intermodal station on property owned by the National Railroad Passenger Corporation (“Amtrak”) and the Township of Lower Merion (“Township”), a Township of the First Class located in Montgomery County, Pennsylvania, and to also build the foundations of a parking garage adjacent to the station on property owned by Amtrak and other property owned by Township; and

WHEREAS, SEPTA requires certain easements from Township in order to construct such intermodal station and foundations; and

WHEREAS, Township is willing to grant such easements under and subject to the terms contained in these resolutions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF TOWNSHIP, AND IT HEREBY IS RESOLVED, that the Township Manager is hereby authorized to execute and deliver a storm water, foundation and construction easement agreement (the “Easement Agreement”) by and between the Township of Lower Merion and SEPTA, such Easement Agreement to be in form and substance conforming to these Resolutions and otherwise acceptable to the Township Manager, with the advice of special counsel to the Township; and

FURTHER RESOLVED, that such Easement Agreement shall contain temporary easements for construction of and access to storm water improvements, the foundations of the garage, new high level platforms and new low level platforms all as more specifically identified on the plans attached hereto as Exhibits __ through __ and made a part hereof __, the duration of which easements shall be as set forth on said Exhibits ___ through ___; and

FURTHER RESOLVED that such Easement Agreement shall provide for, without limitation, a permanent grant of a storm water easement for a storm water basin beneath the property owned by the Township and known as the “Public Safety Lot” as shown on Exhibit __ attached hereto and made a part hereof; and

FURTHER RESOLVED that such Easement Agreement shall provide for, without limitation, a permanent grant of a garage foundation easement as shown on Exhibit __ attached hereto and made a part hereof.

FURTHER RESOLVED, that such Easement Agreement shall contain a provision stating that neither SEPTA nor the Township shall have any objection to the construction of a parking garage by the other on property adjacent to such intermodal station on property owned by Amtrak and leased to SEPTA and also on the Public Safety Lot in the area of the foundations identified on Exhibit ___ hereto; and

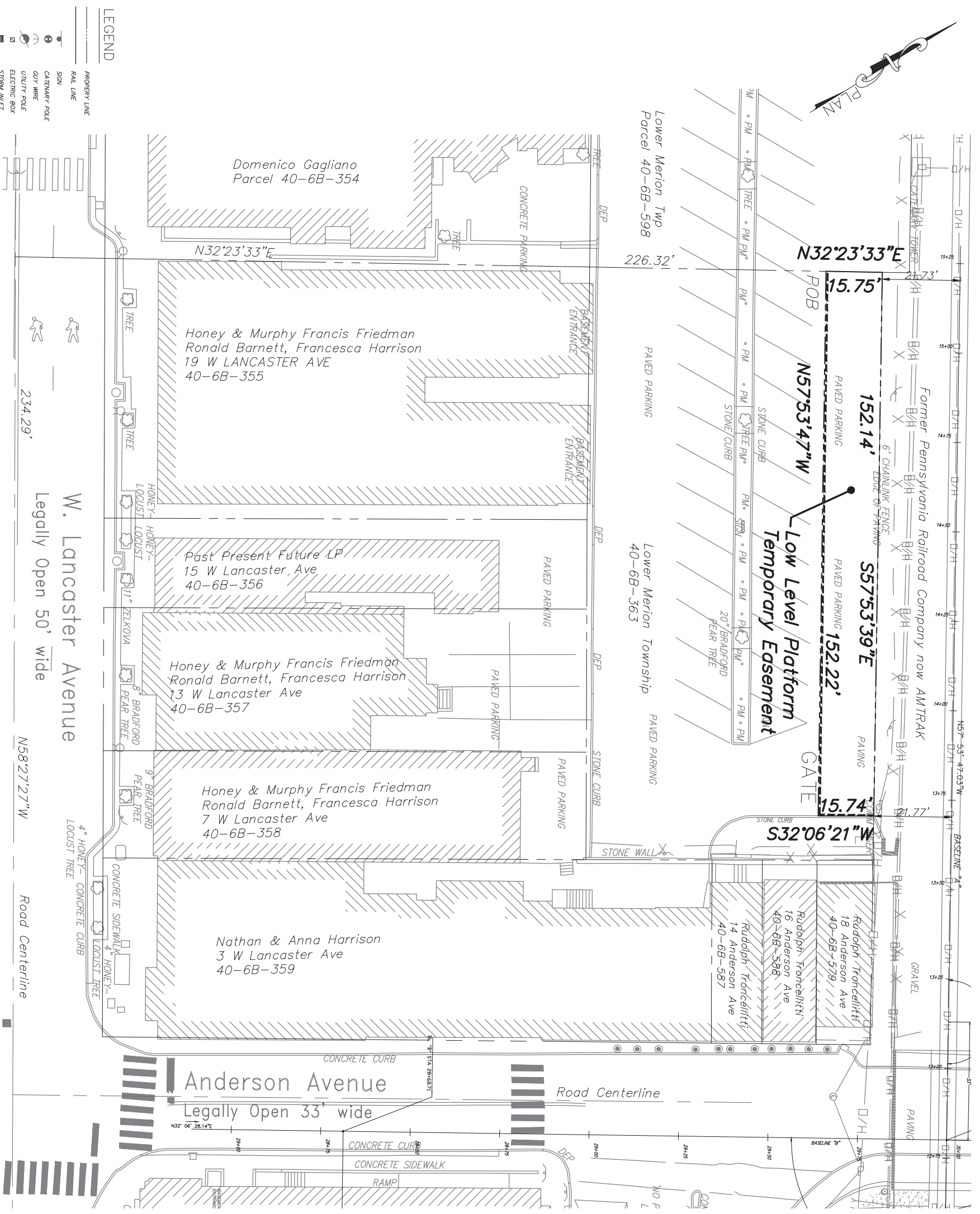
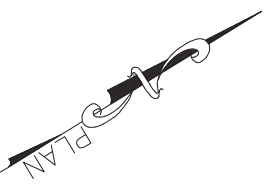
FURTHER RESOLVED, that such storm water, foundation and construction Easement Agreement shall include a provision mandating the construction of the foundations of such garage in connection with the exercise of any and all easements; and

FURTHER RESOLVED, that the Township Manager shall not enter into such Easement Agreement unless and until SEPTA shall have obtained all rights from private parties reasonably required for the exercise of the easements and performance of the obligations identified in the Easement Agreement (but not including easements necessary for construction of the garage itself other than the foundations thereof); and

FURTHER RESOLVED, that such Easement Agreement shall contain such provisions regarding the manner in which SEPTA shall perform the improvements, insurance, indemnities, time for performance and other provisions as are commonly included in easement agreements of this type; and

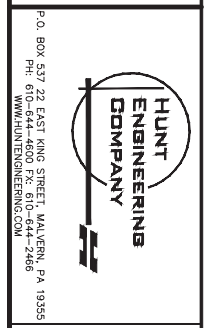
FURTHER RESOLVED, that as a condition to entering into such Easement Agreement, SEPTA shall enter into a storm water practices agreement in Township's customary form, or based thereon, with such changes as shall be recommended by the Township Solicitor and the Township Engineer; and

FURTHER RESOLVED, that the Township Manager shall take such actions as shall be consistent with these resolutions or as shall be reasonably required to carry out the intent of these resolutions.



REV	DATE	DESCRIPTION	BY	CHK'D	APP'D
1.	05/17/17	REVISED DURATION DATE	AP		
2.	06/13/18	ADDED DURATION +/-	AP		

NORTHERLY OF W. LANCASTER AVENUE
 PARCEL 40 006B 983
 LOWER PROVIDENCE TOWNSHIP
 MONTGOMERY COUNTY
 COMMONWEALTH OF PENNSYLVANIA

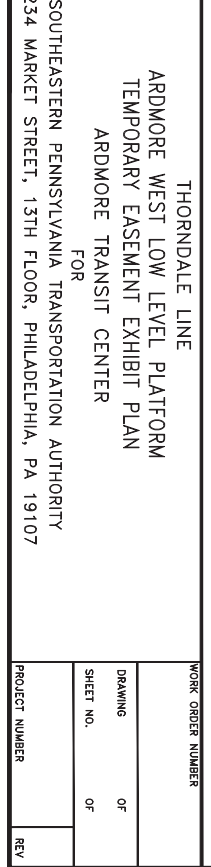


P.O. BOX 537 22 EAST KING STREET, MALVERN, PA 19355
 PH: 610-644-4600 FX: 610-644-2466
 WWW.HUNTINGENGINEERING.COM

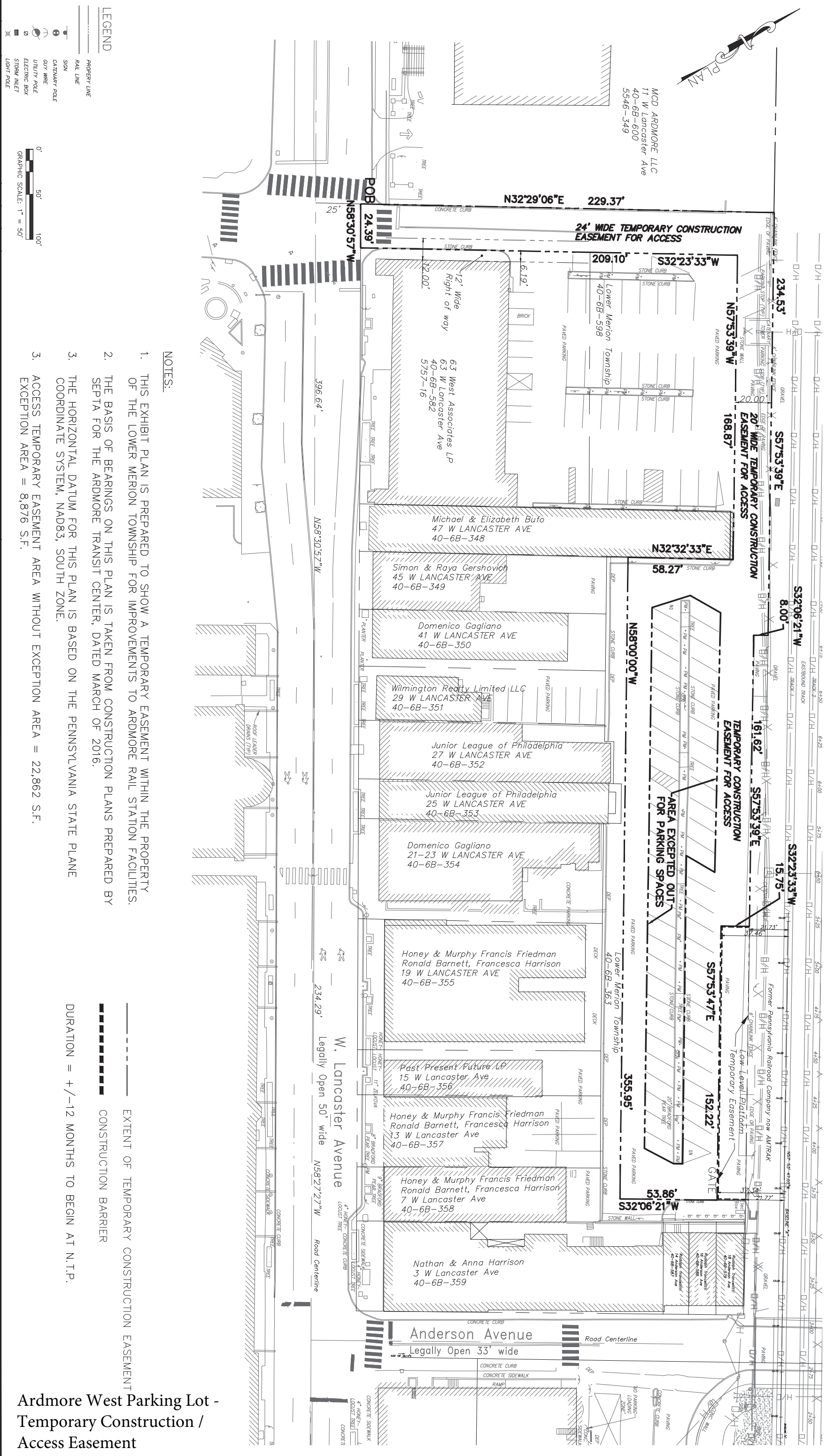
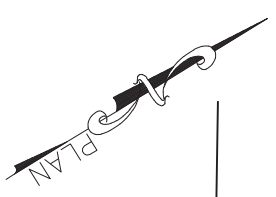
SCALE:	1" = 30'
DATE:	5-15-17
DRAWN BY:	AP
CHECKED BY:	SM

THORNDALE LINE
 ARDMORE WEST LOW LEVEL PLATFORM
 TEMPORARY EASEMENT EXHIBIT PLAN
 ARDMORE TRANSIT CENTER
 FOR
 SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
 1234 MARKET STREET, 13TH FLOOR, PHILADELPHIA, PA 19107

WORK ORDER NUMBER	
DRAWING	OF
SHEET NO.	OF
PROJECT NUMBER	

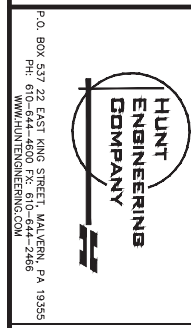


Ardmore West Parking Lot - Lower Level Platform Temporary Easement



REV	DATE	DESCRIPTION	BY	CK'D	AP'D
1.	05/18/17	REVISED DURATION DATE	AP		
2.	05/31/18	EXCEPTION FOR PARKING SPACES	AP		
3.	08/13/18	ADDED DURATION +/-	AP		

NORTHERLY OF W. LANCASTER AVENUE
 PARCEL 40 006B 383
 LOWER MERION TOWNSHIP
 MONROE COUNTY
 COMMONWEALTH OF PENNSYLVANIA



P.O. BOX 537 22 EAST KING STREET, MALVERN, PA 19355
 PH: 610-644-4600 FX: 610-644-2466
 WWW.HUNTINGENGINEERING.COM

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
1" = 50'	5-15-17	AP	SM

THORNDALE LINE
 ARDMORE WEST LOW LEVEL PLATFORM ACCESS
 TEMPORARY EASEMENT EXHIBIT PLAN
 ARDMORE TRANSIT CENTER
 FOR
 SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY 1234
 MARKET STREET, 15TH FLOOR, PHILADELPHIA, PA 19107

WORK ORDER NUMBER	DRAWING	SHEET NO.	OF	PROJECT NUMBER	REV

LEGEND

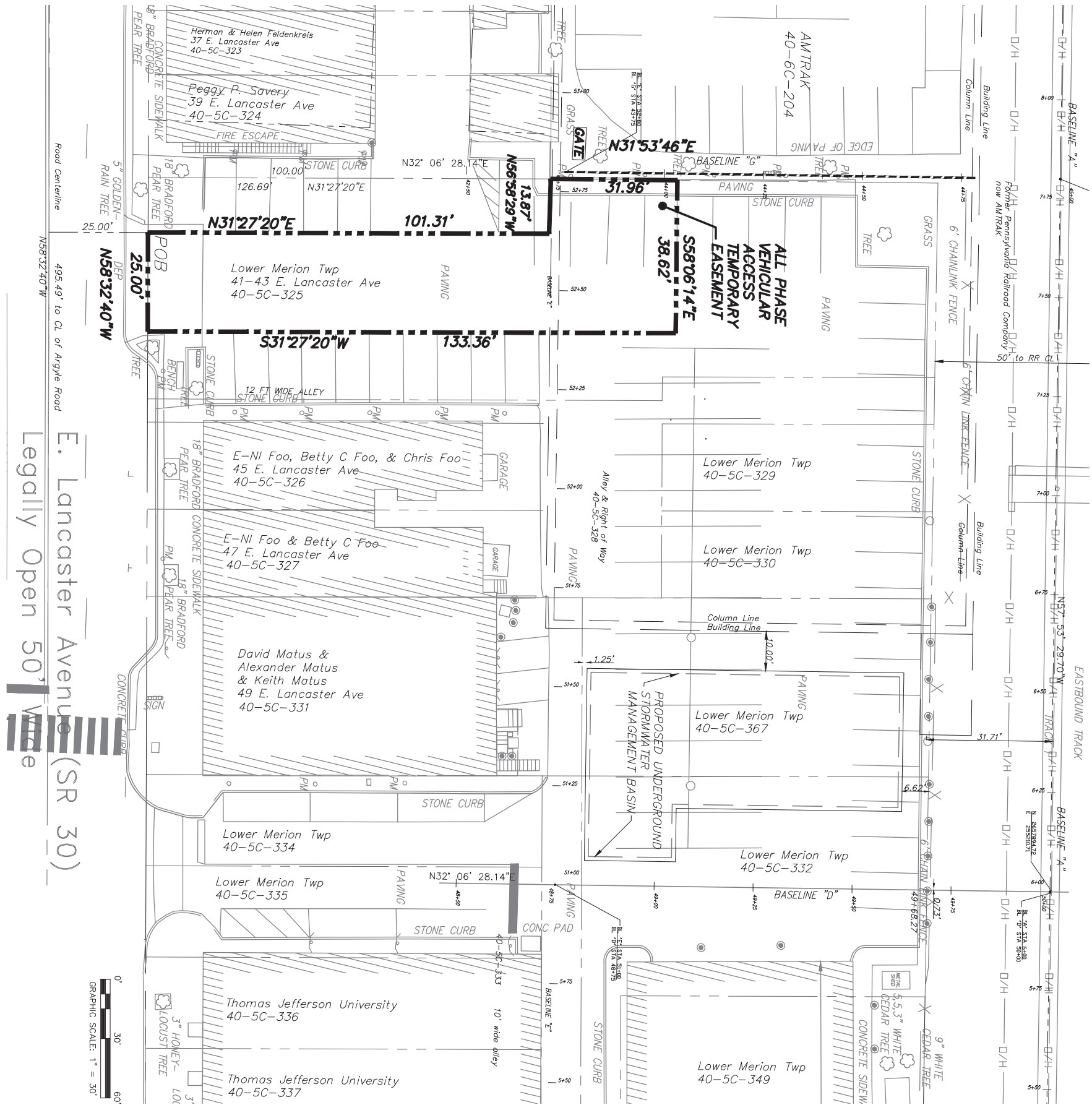
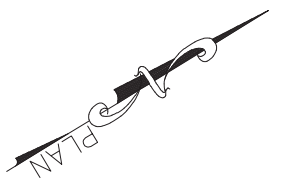
—	PROPERTY LINE
—	RAIL LINE
—	SHOW
○	CATERMETER POLE
○	UTILITY POLE
□	ELECTRIC BOX
□	STONE INLET
⊗	LIGHT POLE

0' 50' 100'
 GRAPHIC SCALE: 1" = 50'

- NOTES:**
1. THIS EXHIBIT PLAN IS PREPARED TO SHOW A TEMPORARY EASEMENT WITHIN THE PROPERTY OF THE LOWER MERION TOWNSHIP FOR IMPROVEMENTS TO ARDMORE RAIL STATION FACILITIES.
 2. THE BASIS OF BEARINGS ON THIS PLAN IS TAKEN FROM CONSTRUCTION PLANS PREPARED BY SEPTA FOR THE ARDMORE TRANSIT CENTER, DATED MARCH OF 2016.
 3. THE HORIZONTAL DATUM FOR THIS PLAN IS BASED ON THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH ZONE.

396.64' N58°30'57"W
 234.29' Legally Open 50' wide N58°27'27"W Road Centerline
 234.53' N32°29'06"E 229.37'
 209.10' S32°23'33"W
 168.87' N57°53'39"W
 8.00' S32°06'21"W
 161.62' S57°53'39"E
 15.75' S32°23'33"W
 57°53'47"E 152.22'
 53.86' S32°06'21"W
 355.95'
 152.22' GATE
 152.22' GATE

Ardmore West Parking Lot - Temporary Construction / Access Easement



LEGEND

	PROPERTY LINE
	RAIL LINE
	SIGN
	CATENARY POLE
	GUY WIRE
	UTILITY POLE
	ELECTRIC BOX
	STORM INLET
	LIGHT POLE

NORTHERLY OF E. LANCASTER AVENUE
 PARCEL 40 005C 325
 LOWER MERION TOWNSHIP
 MONROEMERY COUNTY
 COMMONWEALTH OF PENNSYLVANIA

E. Lancaster Avenue (SR 30)
 Legally Open 50' Wide

HUNT
 ENGINEERING
 COMPANY

DATE: 5-11-17
 DRAWN BY: AP
 CHECKED BY: SR

SCALE: 1" = 30'
 SCALE FACTOR:

THORNDALE LINE
 ALL PHASE FULL DURATION
 TEMPORARY ACCESS EASEMENT EXHIBIT PLAN
 ARDMORE TRANSIT CENTER
 FOR
 SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
 1234 MARKET STREET, 13TH FLOOR, PHILADELPHIA, PA 19107

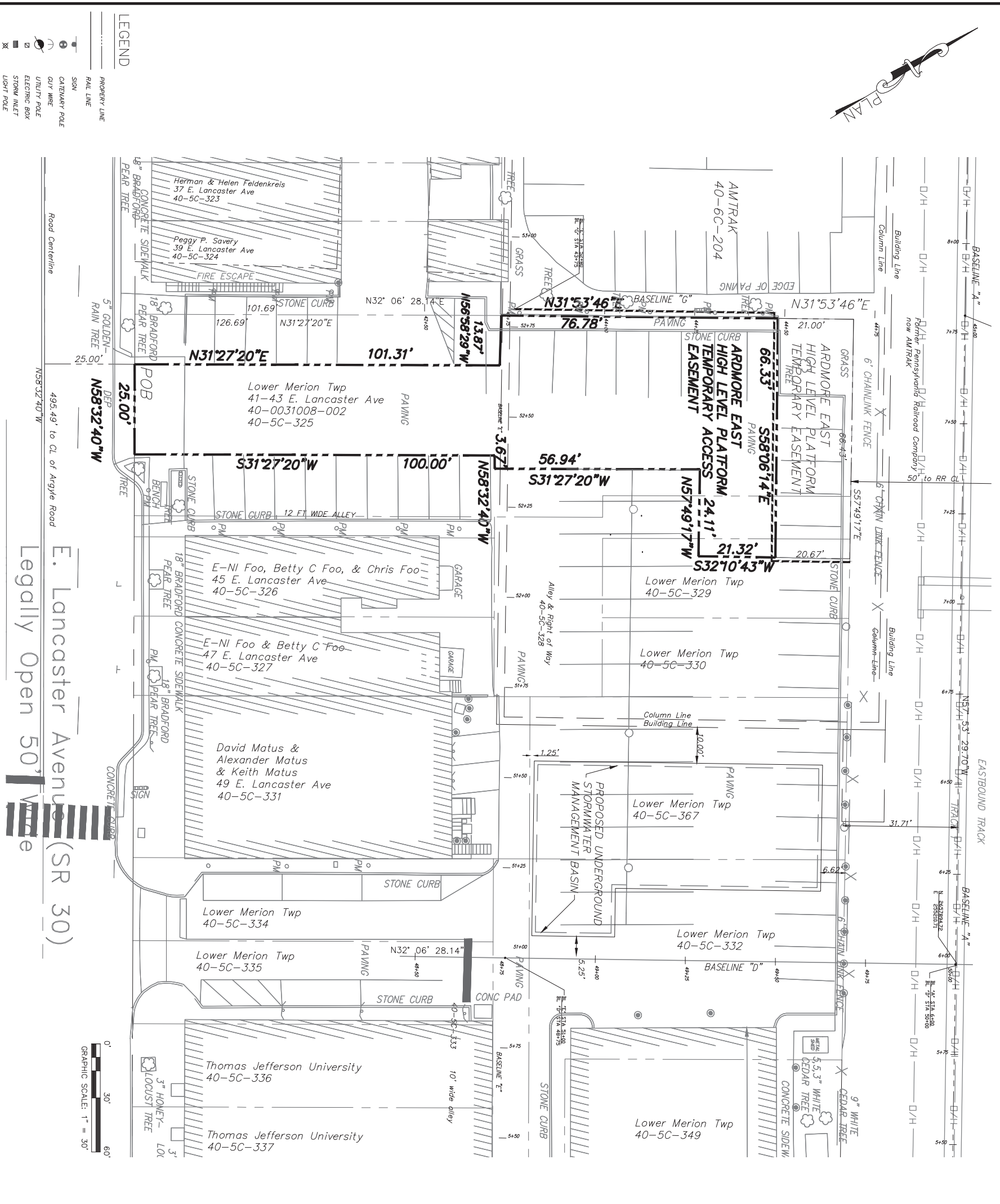
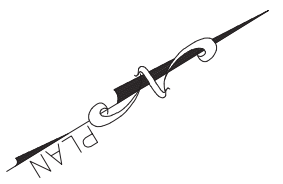
WORK ORDER NUMBERS

DRAWING	OF
SHEET NO.	OF
PROJECT NUMBER	

- NOTES:**
1. THIS EXHIBIT PLAN IS PREPARED TO SHOW A TEMPORARY EASEMENT WITHIN THE PROPERTY OF THE LOWER MERION TOWNSHIP FOR ACCESS TO THE PHASE 1 CONSTRUCTION STAGING AREA.
 2. THE BASIS OF BEARINGS ON THIS PLAN IS TAKEN FROM CONSTRUCTION PLANS PREPARED BY SEPTA FOR THE ARDMORE TRANSIT CENTER, DATED MARCH OF 2016.
 3. THE HORIZONTAL DATUM FOR THIS PLAN IS BASED ON THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH ZONE.
 3. LOWER MERION TWP ALL PHASE TEMPORARY EASEMENT AREA = 3,778 S.F. +/-



**Township West Parking Lot -
 Construction Vehicle Access Easement**

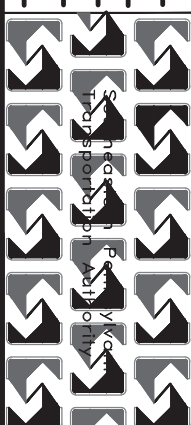


REV	DATE	DESCRIPTION	BY	CHK'D	APP'D
1	05/15/17	REMOVED DURATION DATE	AP		
2	05/31/18	REVISED FOR PARKING SPACES	AP		
3	06/12/18	MOVED STORMWATER BASIN	AP		

NORTHERLY OF E. LANCASTER AVENUE
 PARCEL 40 005C 325
 LOWER MERION TOWNSHIP
 MONTGOMERY COUNTY
 COMMONWEALTH OF PENNSYLVANIA



SCALE: 1" = 30'
 DATE: 4-26-17
 DRAWN BY: AP
 CHECKED BY: SR



THORNDALE LINE
 ARDMORE EAST HIGH LEVEL PLATFORM
 TEMPORARY ACCESS EASEMENT EXHIBIT PLAN
 ARDMORE TRANSIT CENTER
 FOR
 SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
 1234 MARKET STREET, 15TH FLOOR, PHILADELPHIA, PA 19107

WORK ORDER NUMBERS	DRAWING	OF

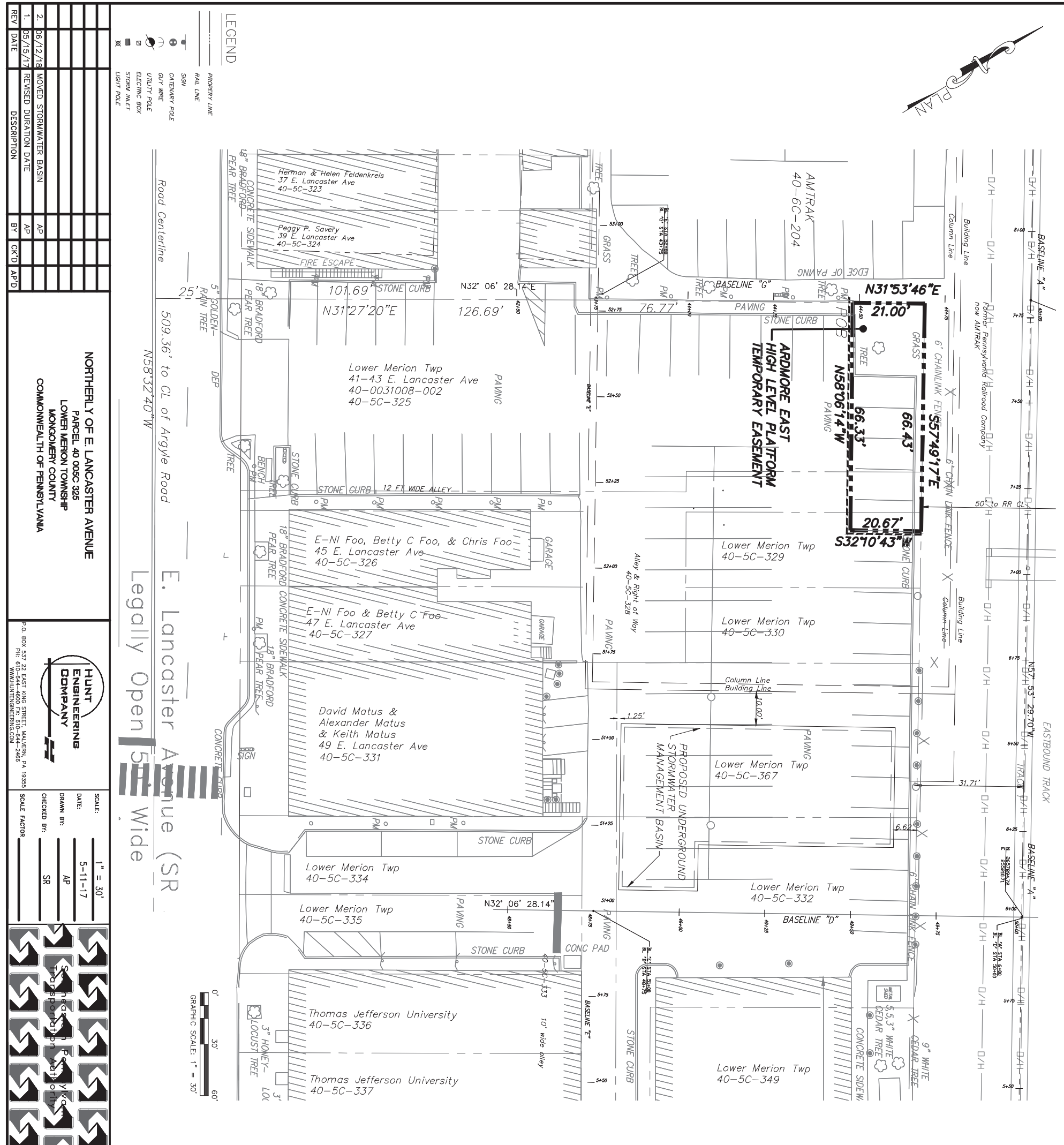
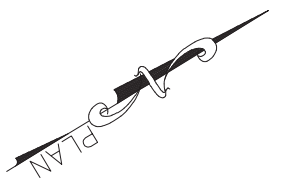
NOTES:

1. THIS EXHIBIT PLAN IS PREPARED TO SHOW A TEMPORARY EASEMENT WITHIN THE PROPERTY OF THE LOWER MERION TOWNSHIP FOR ACCESS TO THE PHASE 1 CONSTRUCTION STAGING AREA.
2. THE BASIS OF BEARINGS ON THIS PLAN IS TAKEN FROM CONSTRUCTION PLANS PREPARED BY SEPTA FOR THE ARDMORE TRANSIT CENTER, DATED MARCH OF 2016.
3. THE HORIZONTAL DATUM FOR THIS PLAN IS BASED ON THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH ZONE.
3. LOWER MERION TWP PHASE 1B
 TEMPORARY EASEMENT AREA = 6,303 S.F. +/-

--- EXTENT OF TEMPORARY CONSTRUCTION EASEMENT
 - - - CONSTRUCTION BARRIER

HIGH LEVEL PLATFORM ACCESS DURATION = +/- 20 MONTHS TO BEGIN
 +/- 8 MONTHS AFTER N.T.P.

Township West Parking Lot - High Level Platform Temporary Easement



LEGEND

- PROPERTY LINE
- RAIL LINE
- SIGN
- CATERWAY POLE
- GUY WIRE
- UTILITY POLE
- ELECTRIC BOX
- STORM INLET
- LIGHT POLE

REV	DATE	DESCRIPTION	BY	CK/D	AP/D
1.	05/15/17	REMOVED STORMWATER BASIN	AP		
2.	06/12/18	MOVED STORMWATER BASIN	AP		

NORTHERLY OF E. LANCASTER AVENUE
 PARCEL 40 005C 325
 LOWER MERION TOWNSHIP
 MONROEMER COUNTY
 COMMONWEALTH OF PENNSYLVANIA

HUNT ENGINEERING COMPANY
 P.O. BOX 537 22 EAST KING STREET, HAZLETON, PA 19335
 TEL: 610-625-5445
 WWW.HUNTINGENGINEERING.COM

SCALE: 1" = 30'

DATE: 5-11-17

DRAWN BY: AP

CHECKED BY: SR

THORNDALE LINE

ARDMORE EAST HIGH LEVEL PLATFORM
 TEMPORARY EASEMENT EXHIBIT PLAN
 ARDMORE TRANSIT CENTER
 FOR
 SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
 1234 MARKET STREET, 13TH FLOOR, PHILADELPHIA, PA 19107

WORK ORDER NUMBERS	DRAWING	OF

PROJECT NUMBER	SHEET NO.	OF

REV	DATE	DESCRIPTION

REV	DATE	DESCRIPTION

509.36' to CL of Argyle Road
 NS8°32'40"W
 E. Lancaster Avenue (SR)
 Legally Open 50' Wide

--- EXTENT OF TEMPORARY CONSTRUCTION EASEMENT
 - - - - - CONSTRUCTION BARRIER
 - - - - - PHASE 1-B1 DURATION = +/- 20 MONTHS TO BEGIN +/- 8 MONTHS AFTER N.T.P.

NOTES:

1. THIS EXHIBIT PLAN IS PREPARED TO SHOW A TEMPORARY EASEMENT WITHIN THE PROPERTY OF THE LOWER MERION TOWNSHIP FOR ACCESS TO THE PHASE 1 CONSTRUCTION STAGING AREA.
2. THE BASIS OF BEARINGS ON THIS PLAN IS TAKEN FROM CONSTRUCTION PLANS PREPARED BY SEPTA FOR THE ARDMORE TRANSIT CENTER, DATED MARCH OF 2016.
3. THE HORIZONTAL DATUM FOR THIS PLAN IS BASED ON THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH ZONE.
3. LOWER MERION TWP PHASE 1B
 TEMPORARY EASEMENT AREA = 1,383 S.F. +/-

ARDMORE EAST HIGH LEVEL PLATFORM
 TEMPORARY EASEMENT

Lower Merion Twp 40-5C-323
 Herman & Helen Feldenkreis
 37 E. Lancaster Ave
 40-5C-323

Peggy P. Savery
 39 E. Lancaster Ave
 40-5C-324

Lower Merion Twp 40-5C-325
 41-43 E. Lancaster Ave
 40-0031008-002
 40-5C-325

Lower Merion Twp 40-5C-326
 E-Ni Foo, Betty C Foo, & Chris Foo
 45 E. Lancaster Ave
 40-5C-326

Lower Merion Twp 40-5C-327
 E-Ni Foo & Betty C Foo
 47 E. Lancaster Ave
 40-5C-327

David Matus & Alexander Matus & Keith Matus
 49 E. Lancaster Ave
 40-5C-331

Lower Merion Twp 40-5C-332
 40-5C-332

Lower Merion Twp 40-5C-333
 40-5C-333

Lower Merion Twp 40-5C-334
 40-5C-334

Lower Merion Twp 40-5C-335
 40-5C-335

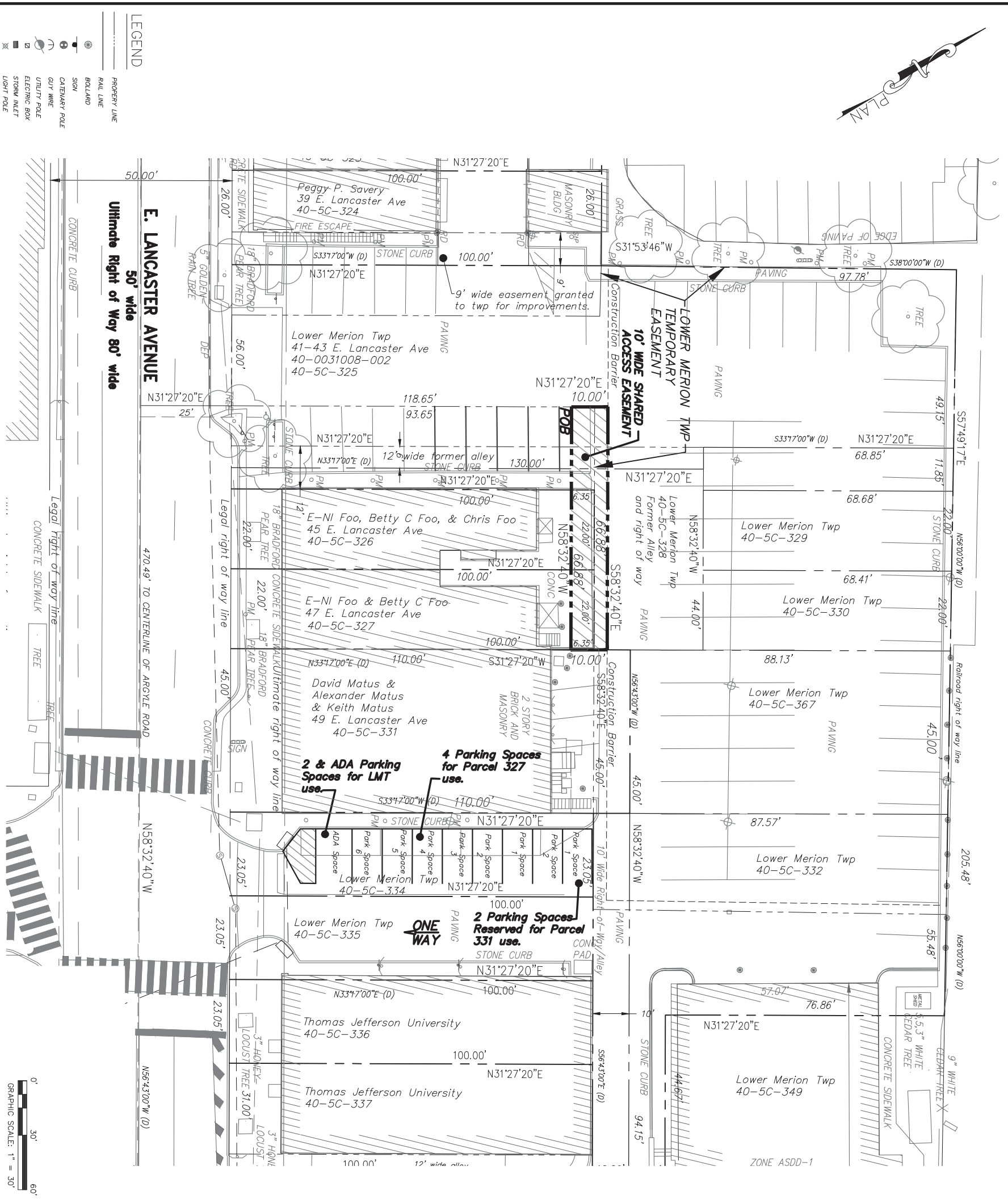
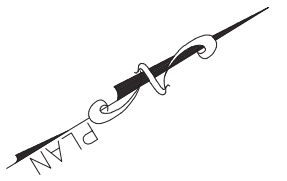
Thomas Jefferson University 40-5C-336
 40-5C-336

Thomas Jefferson University 40-5C-337
 40-5C-337

AMTRAK 40-6C-204
 40-6C-204

Proposed Underground Stormwater Management Basin

Township West Parking Lot - High Level Platform Temporary Easement

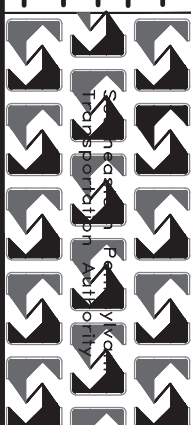


REV	DATE	DESCRIPTION	BY	CHK'D	AP'D
1.	7/10/17	Shared Access Easement revised	AP	AP	
2.	5/31/18	Revised Parking Space Assignments	AP	AP	
3.	6/13/18	Added Duration +/-	AP	AP	

NORTHERLY OF E. LANCASTER AVENUE
PARCEL 40-0050-326 and 327
LOWER MERION TOWNSHIP
MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA



SCALE: 1" = 30'
 DATE: 6-29-17
 DRAWN BY: AP
 CHECKED BY: SR



THORNDALE LINE
 SHARED ACCESS TEMPORARY EASEMENT EXHIBIT PLAN
 ARDMORE TRANSIT CENTER
 FOR
 SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
 1234 MARKET STREET, 13TH FLOOR, PHILADELPHIA, PA 19107

REV	DATE	DESCRIPTION	BY	CHK'D	AP'D
1.	7/10/17	Shared Access Easement revised	AP	AP	

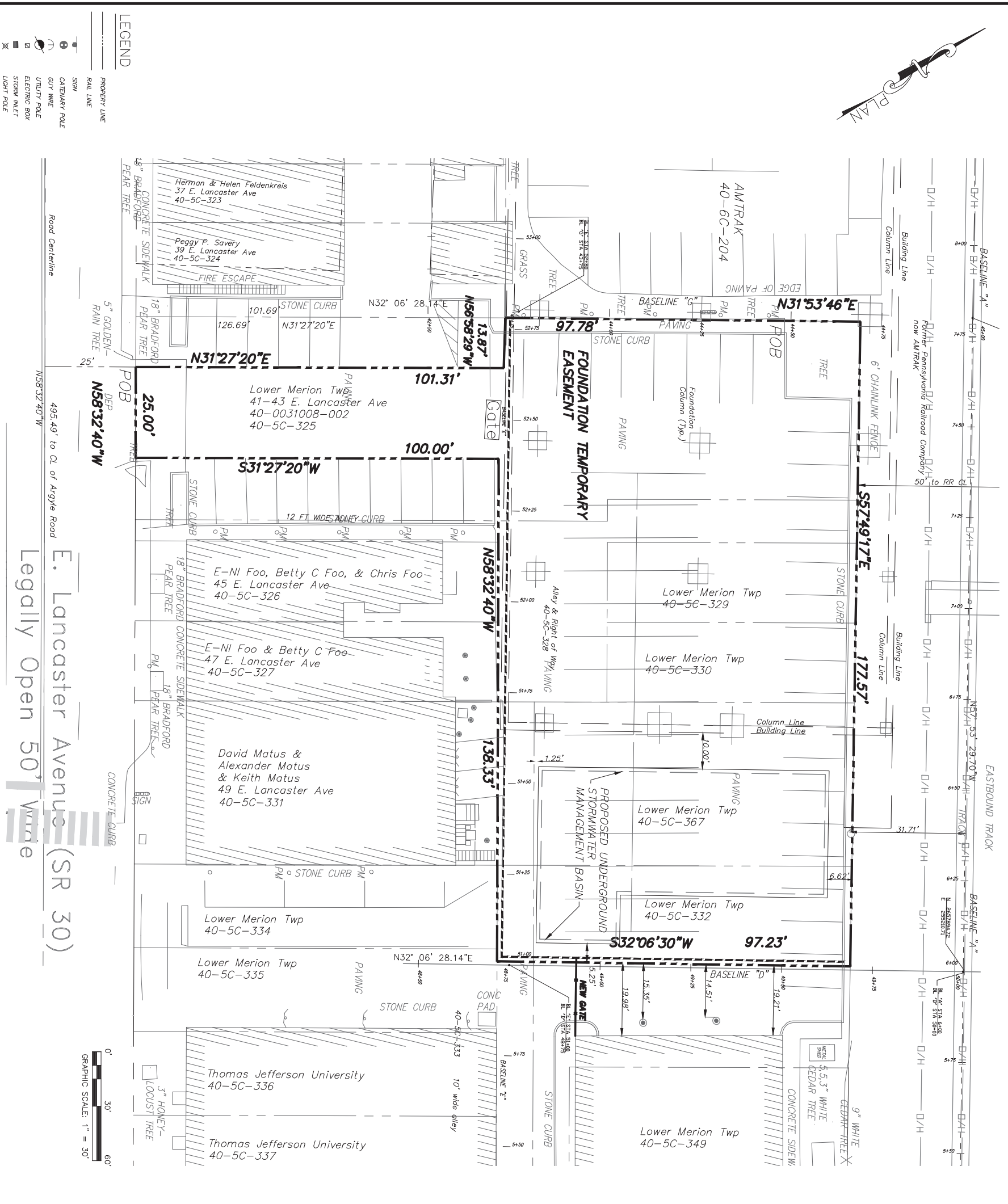
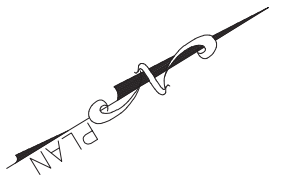
NOTES:

1. THIS EXHIBIT PLAN IS PREPARED TO SHOW A TEMPORARY EASEMENT TO THE REAR OF 45 AND 47 AND A PORTION OF 43 E. LANCASTER AVE TO SERVE AS ACCESS DURING CONSTRUCTION TO 45, 47 AND 49 E. LANCASTER AVENUE.
2. THE BASIS OF BEARINGS ON THIS PLAN IS TAKEN FROM CONSTRUCTION PLANS PREPARED BY SEPTA FOR THE ARDMORE TRANSIT CENTER, DATED MARCH OF 2016.
3. THE HORIZONTAL DATUM FOR THIS PLAN IS BASED ON THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH ZONE.
3. LOWER MERION TWP PHASE 1 TEMPORARY SHARED ACCESS EASEMENT AREA = 669 S.F. +/-

SHARED ACCESS DURATION = +/- 8 MONTHS TO BEGIN +/- 8 MONTHS AFTER N.T.P.

EXTENT OF TEMPORARY CONSTRUCTION EASEMENT
 CONSTRUCTION BARRIER

10' Wide Shared Access Easement - Temporary Parking Plan

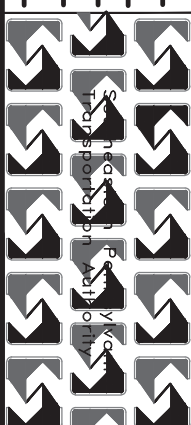


REV	DATE	DESCRIPTION	BY	CHK'D	APP'D
1.	06/12/18	MOVED STORM BASIN & COLUMN	AP		
2.	05/31/18	Added New Gate	AP		

NORTHERLY OF E. LANCASTER AVENUE
 PARCEL 40 005C 325
 LOWER MERION TOWNSHIP
 MONROEMERY COUNTY
 COMMONWEALTH OF PENNSYLVANIA



SCALE: 1" = 30'
 DATE: 5-11-17
 DRAWN BY: AP
 CHECKED BY: SR



WORK ORDER NUMBER	OF
FOUNDATIONS TEMPORARY EASEMENT EXHIBIT PLAN	
ARDMORE TRANSIT CENTER	
FOR	
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY	
1234 MARKET STREET, 13TH FLOOR, PHILADELPHIA, PA 19107	

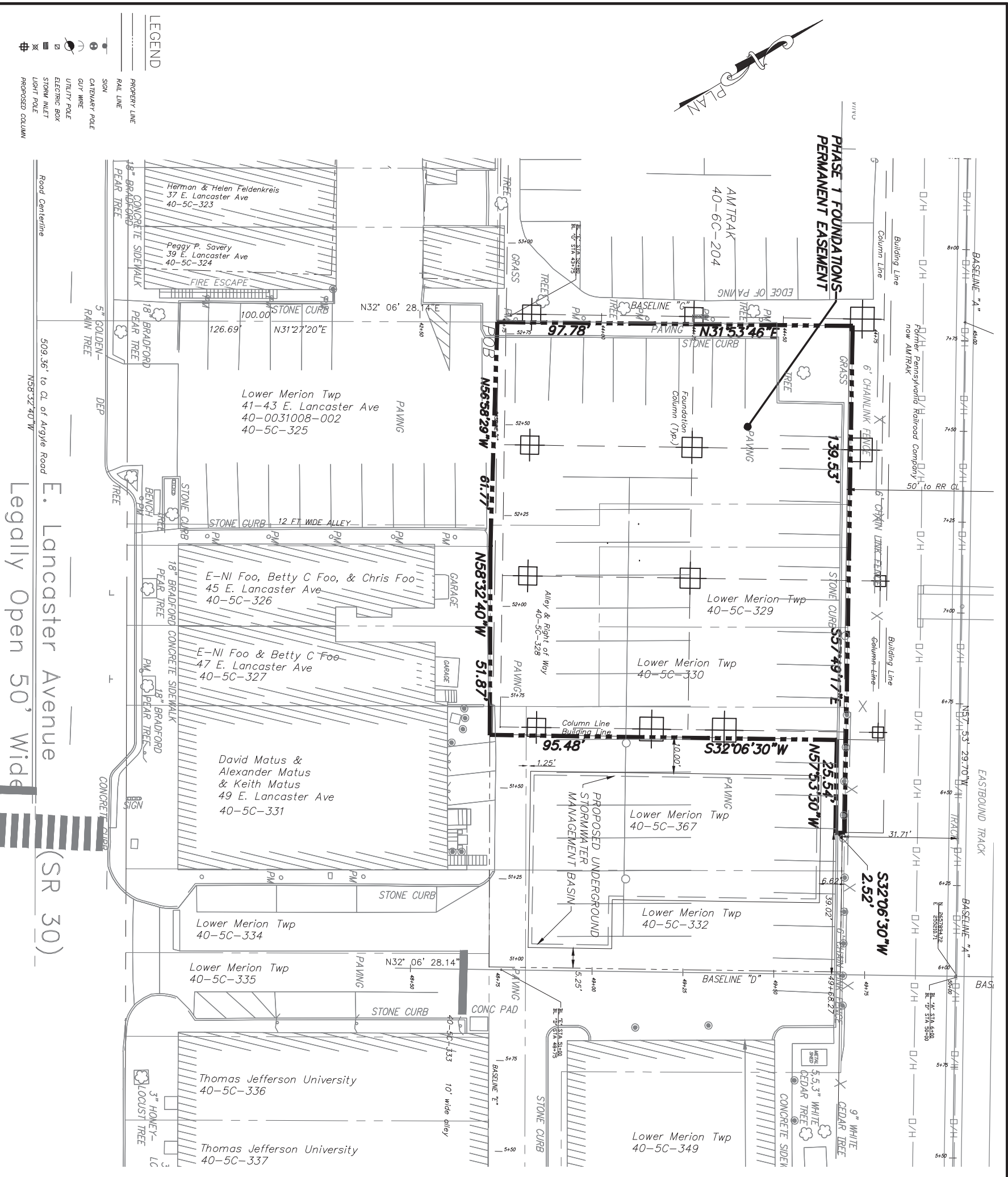
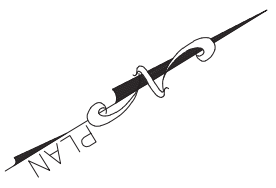
REV	DATE	DESCRIPTION

FOUNDATION TE DURATION = +/- 8 MONTHS TO BEGIN +/- 8 MONTHS AFTER N.T.P.

--- EXTENT OF TEMPORARY CONSTRUCTION EASEMENT
 - - - - - CONSTRUCTION BARRIER

- NOTES:
1. THIS EXHIBIT PLAN IS PREPARED TO SHOW A TEMPORARY EASEMENT WITHIN THE PROPERTY OF THE LOWER MERION TOWNSHIP FOR ACCESS TO THE PHASE 1 CONSTRUCTION STAGING AREA.
 2. THE BASIS OF BEARINGS ON THIS PLAN IS TAKEN FROM CONSTRUCTION PLANS PREPARED BY SEPTA FOR THE ARDMORE TRANSIT CENTER, DATED MARCH OF 2016.
 3. THE HORIZONTAL DATUM FOR THIS PLAN IS BASED ON THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH ZONE.
 3. LOWER MERION TWP PHASE 1B
 TEMPORARY EASEMENT AREA = 19,925 S.F. +/-

Township West Parking Lot -
 Foundation Temporary Easement

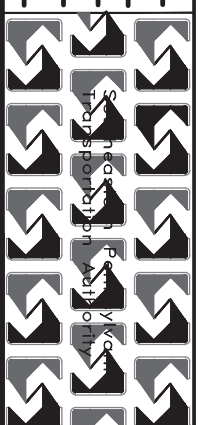


REV	DATE	DESCRIPTION	BY	CR/D	AP/D
1	06/12/18	MOVED FND COLUMN	AP	CR/D	AP/D

NORTHERLY OF E. LANCASTER AVENUE
 PARCEL 40 005C 325
 LOWER MERION TOWNSHIP
 MONGOMERY COUNTY
 COMMONWEALTH OF PENNSYLVANIA



SCALE: 1" = 30'
 DATE: 5-17-17
 DRAWN BY: AP
 CHECKED BY: SR



FOUNDATIONS PERMANENT EASEMENT EXHIBIT PLAN
 ARDMORE TRANSIT CENTER
 FOR
 SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
 1234 MARKET STREET, 13TH FLOOR, PHILADELPHIA, PA 19107

WORK ORDER NUMBERS	DRAWING	OF	SHEET NO.	OF	PROJECT NUMBER

NOTES:

1. THIS EXHIBIT PLAN IS PREPARED TO SHOW A PERMANENT EASEMENT WITHIN THE PROPERTY OF THE LOWER MERION TOWNSHIP TO ENCOMPASS A MULTI LEVEL GARAGE STRUCTURE.
2. THE BASIS OF BEARINGS ON THIS PLAN IS TAKEN FROM CONSTRUCTION PLANS PREPARED BY SEPTA FOR THE ARDMORE TRANSIT CENTER, DATED MARCH OF 2016.
3. THE HORIZONTAL DATUM FOR THIS PLAN IS BASED ON THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH ZONE.
3. LOWER MERION TWP PHASE 1 PERMANENT EASEMENT AREA = 11,251 S.F. +/-
 UNDERGROUND STORMWATER MANAGEMENT BASIN AREA = 2,824 S.F. +/-

Township West Parking Lot - Phase 1
 Foundation Permanent Easement

RESOLUTION

Approving Certain Waivers of Storm Water Requirements in Connection with Construction of a Train Station and Garage Foundations by the Southeastern Pennsylvania Transportation Authority.

WHEREAS, Southeastern Pennsylvania Transportation Authority (“SEPTA”) proposes to build an intermodal station on property owned by the National Railroad Passenger Corporation (“Amtrak”) and the Township of Lower Merion (“Township”), a Township of the First Class located in Montgomery County, Pennsylvania, and to also build the foundations of a parking garage and possibly a garage adjacent to the station on property owned by Amtrak and other property owned by Township; and

WHEREAS, SEPTA requested certain waivers from stormwater requirements while reserving the right to argue that such stormwater requirements are not required of it in this circumstance; and

WHEREAS, Township is willing to grant such waivers under and subject to the terms contained in these resolutions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF TOWNSHIP, AND IT HEREBY IS RESOLVED, that, in connection with the project identified on Exhibit __ hereto, the following waivers are hereby granted:

1. A waiver from the during construction stormwater requirements in Section 121-4 A (1) to not provide stormwater management during construction stormwater management during the construction phase of this project.
2. A waiver from Section 121-4 A (8) allow an increase to the peak runoff from the site.
3. A waiver from 121-4 A (19) to allow drainage from Darby-Cobbs Act 167 Drainage Area Release Rate District to a different stormwater district, the Mill Creek Drainage Basin.
4. A waiver from 121-4 B (2) (d) (1) to not provide stormwater infiltration for the project.
5. A waiver from 121-4 B (2) (a) (1) to not provide water quality recharge for the increased volume of stormwater generated by the proposed development for a 25 year storm.
6. A waiver from 121-4 B (2) (d) (3) to not comply with the infiltration requirements in the code.

7. A waiver from 121-4 B (2) (d) (6) to not comply with the infiltration requirements in the code.

8. A waiver from 121-5 B (4) (a) to not comply with the meadow provisions in the code when the principal building is being demolished. The current design does not treat the current conditions as meadow for stormwater design purposes.

FURTHER RESOLVED, that the Township Manager shall have the authority to take such actions as shall be consistent with these resolutions or as shall be reasonably required to carry out the intent of these resolutions.



June 13, 2018

Kevin Bowers, PE
Pennonni Associates
1900 Market Street
Philadelphia, PA 19103

Re: Federal Waiver Requests – Response to Township Review
Ardmore Transportation Center
Lower Merion Township, Montgomery County, PA

Dear Mr. Bowers,

On June 5, 2017, SEPTA provided Urban Engineers, Inc. (Urban), as SEPTA's Engineer of Record, with your June 5, 2017 e-mail to Bob Duncan, Lower Merion Township, discussing variance recommendations and additional comments in regards to the list of waivers requested of Federal Stormwater Management requirements for the Ardmore Transportation Center project prepared by Urban on May 24, 2016. As stated in Alex Coll's letter, dated April 28, 2017, SEPTA provided the stormwater plans and reports to Lower Merion Township in its capacity as a landowner in evaluating the proposed stormwater easement agreement, and not as part of any local land development approvals process. Any references in this letter to waivers from stormwater standards are not being made in connection with any land development application; instead, they are being made in connection with the Township's review of the stormwater easement agreement as a landowner. Compliance with applicable Federal stormwater management regulations will be reviewed by the Montgomery County Conservation District, which, as you know, reviews applications for both NPDES Permits and Erosion and Sediment Control Plan approval.

For ease of review, the following waiver requests and responses within this section have been put into numerical order corresponding to the order in which you addressed them in your email. Waiver requests not numbered in this section refer to requests that were not explicitly responded to within the email.

Line items with an asterisk (*) preceding the comment represent waivers that were not originally requested by Urban Engineers and that have been recommended for inclusion into the final request by the Township Engineer.

It is assumed that waivers supported by the Township Engineer will be looked upon favorably by Lower Merion Township. The supported waivers have been shaded for ease of review, as no additional action is anticipated.

1. **SEPTA Request (May 24, 2016) § 121-4.A(1)** – *Requesting a waiver for during construction stormwater management. The project site is located in a highly urbanized area and the overall increase in impervious coverage will be minimal. Therefore, the increase in stormwater runoff during construction activities will be minimal. Additionally, construction will be performed in*

stages which will further decrease runoff due to impervious increases. Construction phasing will also be utilized to minimize overall earth disturbance. Appropriate erosion and sedimentation control measures will be implemented.

LMT Engineer Response (June 5, 2017): During construction stormwater management controls have not been addressed in the calculations. Additional phasing of the construction may be required to mitigate the impact depending on the evaluation.

SEPTA Response (November 29, 2017, Revised June 13, 2018): Construction Phasing plans and Erosion & Sedimentation Control plans have been developed and provided to SEPTA as part of the complete construction documentation package for Phase 1 and 2. Once Phase 2 is initiated, SEPTA will coordinate further review of these plans, as appropriate, with Lower Merion Township.

The Phase 1 impervious coverage increase is limited to 6,782 square feet (an 8.63% increase) and the Phase 2 impervious coverage increase is limited to 14,886 square feet (an 18.94% increase) above the existing conditions respectively. In addition, Phase 1 will be broken into four (4) distinct construction stages for a total of five (5) construction stages from ground breaking to full Phase 2 build-out. By breaking the project into multiple construction stages, the limit of disturbance associated with the overall project improvements is reduced (refer to G-series drawings).

The amount of runoff generated by the construction stages, based upon SCS Curve Number guidance, will be less than that of the existing conditions. Impervious surface has a TR-55 SCS curve number of 98, while “disturbed ground” which will be utilized for areas under construction has a curve number of 86. Per TR-55 the lower curve number will generate less stormwater runoff. As the existing site is 80% impervious, any transition of impervious to a disturbed ground cover type will empirically reduce the stormwater runoff during construction.

2. ***LMT Engineer Comment (June 5, 2017) § 121-4.A(8)** – Areas of existing diffused drainage onto adjacent properties must be managed such that the peak rate of runoff does not increase in the general direction of discharge. This has not been demonstrated for Phase 1 toward the Mill Creek Drainage basin.

SEPTA Response (November 29, 2017, Revised June 13, 2018): The Post-Construction Stormwater Management Plan compares the pre-developed condition to the Final Phase 2 condition. Phase 1 was not modeled as it largely maintains the existing drainage with minor work to restore the existing condition and address the diffused drainage.

Table 1: Mill Creek Drainage (3-18) Area Analysis

	Drainage Area Cover Quantities				Stormwater Discharge	
	Total Area (sf)	Impervious Area (sf)	Grass Area (sf)	Gravel Area (sf)	2-yr, 24-hr Storm (cfs)	100-yr, 24-hr Storm (cfs)
Existing	65,949	48,049	10,432	7,468	5.55	16.70
Phase 1	67,586	57,124	9,349	1,113	6.04	17.39
Net Change	+1,637 (+2.48%)	+9,075 (+18.89%)	-1,083 (-10.38%)	-6,355 (-85.1%)	+0.49 (+8.9%)	+0.69 (+4.1%)

The table above shows that within the Mill Creek drainage area (Drainage Area 3-18) the impervious increase is 9,075 square feet (an 18.89% impervious increase) above the existing

condition. This includes the regrading of the SEPTA Leased Lot to correct the existing subsidence issue in the southeast corner of the parking lot. The regrading of the subsided area adds 1,637 square feet of impervious to the Mill Creek drainage area that is not currently present, but was historically. Also shown by the table above is that there is only a 1,083 square foot reduction in grass area. That is due to the majority of the new impervious cover replacing existing gravel areas.

A hydrograph analysis of the existing Mill Creek conditions versus the Phase 1 Mill Creek conditions shows that there will be a 0.49 cubic feet per second (cfs) increase during the 2-yr 24-hr storm event. The 100-yr 24-hr storm event increase is 0.69 cfs. This minimal increase in runoff generated by the increased impervious coverage will be captured utilizing a series of inlets and conveyed through a private stormwater conveyance network to connection points within Anderson Avenue to the LMT storm sewer.

3. **SEPTA Request (May 24, 2016) § 121-4.A(19)** – Requesting a waiver for drainage being routed across drainage area boundaries. The proposed parking garage (Phase 2) will be constructed overtop the drainage divide that bounds Stormwater District A and District 3-18. It is proposed to route all roof runoff from the garage to the east towards District A, which is a more restrictive release district. This runoff will be managed by a stormwater management facility prior to discharge into the Township stormwater system. By redirecting the roof runoff towards the basin, additional treatment of the runoff will be performed as no stormwater management facility is proposed on the western half of the site.

LMT Engineer Response (June 5, 2017): For development sites located in two or more subareas, the natural drainage areas shall not be modified. This waiver is required for both phases 1 and 2.

SEPTA Response (November 29, 2017, Revised June 13, 2018): As indicated above, during the final built condition (Phase 2) the garage will be situated over the drainage boundary. Runoff originally flowing west towards District 3-18 that falls on top of the garage will be routed east towards District A where it will be treated by a subsurface detention facility. This change in drainage pattern is approximately 22,800 square feet.

An added benefit of this change, not discussed above, is that there is currently no space available on the west side of the site to construct a stormwater BMP. By diverting runoff from District 3-18 to District A, we are able to provide a reduction in runoff to that below a pre-development levels within District 3-18 without the construction of a BMP, and, therefore, meeting rate control requirements within that district (see Table 2 below). The BMP to be constructed in District A will provide control enough to reduce discharge to that below pre-development conditions, even when comparing the smaller pre-development drainage area to that of the post-development drainage area. As currently designed, if the drainage boundaries are maintained, roof runoff discharging to District 3-18 would not be able to be treated for rate control as there is no room for a BMP within this project area and the project would not meet rate control requirements within this district.

Table 2: Subshed 3-18 Discharge Summary following Drainage Redirection

Storm Event	Pre-Developed (Hydrograph # 16)	Required Discharge	Post-Developed (Hydrograph #36)	Rate Below Required (CFS)
1-year	5.009	5.009	3.683	1.33
2-year	5.883	5.883	4.241	1.64
5-year	8.056	8.056	5.631	2.43
10-year	9.781	9.781	6.737	3.04
25-year	11.500	11.500	7.841	3.66
50-year	12.990	12.990	8.805	4.19
100-year	17.020	17.020	11.420	5.60

During Phase 1, there is a minor change in the drainage pattern due to the improvements being made to the SEPTA parking lot on the inbound side of the track. In the existing condition, the east end of the surface lot is in poor condition and portions have subsided causing drainage to run east into the Lower Merion Township Municipal Lot. It is proposed in Phase 1 to fix this subsidence issue, resurface the lot, and replace the degraded curb along the eastern portion of the lot that divides it from the Municipal Lot. In making these repairs, the drainage boundary has been effectively restored to its original condition of having the curb along the east end of the SEPTA lot being the official drainage boundary. The areas and runoff associated with this repair are discussed in item #2 above.

4. **SEPTA Request (May 24, 2016) § 121-4.B(2)(d)[1]** – Requesting a waiver of infiltration requirement. As this area is highly urbanized, is bounded on the west, south, and east by existing and proposed buildings in close proximity and the north by the Amtrak right-of-way infiltration in this area is not recommended as it may adversely impact existing building foundations and basements.

LMT Engineer Response (June 5, 2017): The increased volume of stormwater generated by the proposed development for the twenty five (25) year storm shall be recharged. No recharge is proposed. Volume control waivers supported due to the location of the other buildings in the area and desire to be protective against infiltration into the basements.

SEPTA Response (November 29, 2017, Revised June 13, 2018): This infiltration requirement waiver request pertains to District A only. The increase in volume generated by the 25-yr storm event within District A comparing the Final Phase 2 development to the Pre-Developed conditions is 11,610 cubic feet. Waiver request supported by Township Engineer. No further action required.

5. **SEPTA Request (May 24, 2016) § 121-4.B(2)(a)[1]** Requesting a waiver of the water quality recharge requirement requiring the infiltration of the increased volume of stormwater generated by the proposed development for the twenty-five-year storm. As this area is highly urbanized, is bounded on the west, south, and east by existing and proposed buildings in close proximity and the north by the Amtrak right-of-way infiltration in this area is not recommended as it may adversely impact existing building foundations and basements.

LMT Engineer Response (June 5, 2017): As part of the development is located within the Darby-Cobbs Act 167 Drainage Area Release Rate District, it must be demonstrated that the infiltration

volume is equivalent to the runoff generated from one (1") inch of rainfall over all proposed impervious areas. No recharge is proposed for either phase. Volume control waivers supported due to the location of the other buildings in the area and desire to be protective against infiltration into the basements.

SEPTA Response (November 29, 2017, Revised June 13, 2018): This infiltration requirement waiver request pertains to District 3-18 only. Due to the redirection of the drainage areas there is a net reduction in volume generated by the 35-yr storm event within District 3-18 when comparing the Final Phase 2 development to the Pre-Developed conditions. The net volume reduction is -7,184 cubic feet. Waiver request supported by Township Engineer. No further action required.

6. **SEPTA Request (May 24, 2016) § 121-4.B(2)(d)[3]** - Requesting a waiver of infiltration requirement. As this area is highly urbanized, is bounded on the west, south, and east by existing and proposed buildings in close proximity and the north by the Amtrak right-of-way infiltration in this area is not recommended as it may adversely impact existing building foundations and basements.

LMT Engineer Response (June 5, 2017): As part of the development is located within the Darby-Cobbs Act 167 Drainage Area Release Rate District, double ring infiltrometer or hydraulic conductivity tests shall be performed at the level of the soil infiltration in order to determine the hydraulic conductivity rate. No tests were submitted as they do not proposed any recharge with either phase. Volume control waivers supported due to the location of the other buildings in the area and desire to be protective against infiltration into the basements.

SEPTA Response (November 29, 2017): Waiver request supported by Township Engineer. No further action required.

7. **SEPTA Request (May 24, 2016) § 121-4.B(2)(d)[6]** - Requesting a waiver of infiltration requirement. As this area is highly urbanized, is bounded on the west, south, and east by existing and proposed buildings in close proximity and the north by the Amtrak right-of-way infiltration in this area is not recommended as it may adversely impact existing building foundations and basements.

LMT Engineer Response (June 5, 2017): The proposed design does not incorporate the usual recharge elements in the stormwater quality treatment facilities for phase 2 and no quality facilities in Phase 1 for the Mill Creek drainage direction. Volume control waivers supported due to the location of the other buildings in the area and desire to be protective against infiltration into the basements.

SEPTA Response (November 29, 2017, Revised June 13, 2018): Waiver request supported by Township Engineer. No further action required. Please refer to volumes discussed in items #4 and 5.

9. ***LMT Engineer Comment (June 5, 2017) § 121-5.B(4)(a)** – The Cn number for the pre-developed conditions on the train station site shall be considered as meadow for all rate control analysis. The present submission does not consider all impervious areas as meadow in the pre-development analysis.

SEPTA Response (November 29, 2017, Revised June 13, 2018): This section indicates that,

“This exemption (of §121-5.B(4)) shall not apply to any property where more than 75% of the principal building area is being demolished and a new principal building is being constructed. In such case the existing impervious surface on the property shall be considered as meadow for the purpose of calculating stormwater runoff required by this chapter.”

The existing inbound and outbound stations that are to be demolished are located on a 105 mile long contiguous property owned by Amtrak that contain multiple principal buildings (the Amtrak right-of-way contains numerous stations along the corridor, 22 of which are SEPTA stations on the Paoli-Thorndale line, 6 of which are within Lower Merion Township). Assuming each of the 22 SEPTA stations are equivalent in size, the demolition of the Ardmore station constitutes approximately 4.5% of only the SEPTA Regional Rail station structures. This number would further decrease when taking the Amtrak Stations west of Thorndale into account. Therefore, modeling the pre-developed impervious coverage as meadow is not required.

The pre-development model was prepared per the NPDES CG-1 requirement. As such, all existing lawn has been considered meadow and 20% of the existing impervious surface has been considered meadow for analysis purposes. This pre-development model satisfies the Montgomery County Conservation District and DEP pre-development modeling requirements for this site.

SEPTA Request (May 24, 2016) § 121-4.B(2)(b) – Requesting a waiver of the Provisional Infiltration District requirements within Act 167 District 3-18. It is proposed to not infiltrate in this urban environment. It was discussed with the Township Engineer that in lieu of providing infiltration up to and including the 5-year storm event, the post-development peak flows of the 1-year through 100-year storm must be limited to pre-development rates.

LMT Engineer Response (June 5, 2017): Volume control waivers supported due to the location of the other buildings in the area and desire to be protective against infiltration into the basements. (Waiver request not explicitly responded to. This response is a general response from the Township Engineer in regards to infiltration.)

SEPTA Response (November 29, 2017, Revised June 13, 2018): As previously discussed with the Township Engineer, the post-development peak flow rates have been designed to be controlled to that below the pre-development rates. Waiver request supported by Township Engineer. No response required.

SEPTA Request (May 24, 2016) § 121-4.B(2)(d)[2] - Requesting a waiver of infiltration requirement. As this area is highly urbanized, is bounded on the west, south, and east by existing and proposed buildings in close proximity and the north by the Amtrak right-of-way infiltration in this area is not recommended as it may adversely impact existing building foundations and basements.

LMT Engineer Response (June 5, 2017): Volume control waivers supported due to the location of the other buildings in the area and desire to be protective against infiltration into the basements. (Waiver request not explicitly responded to. This response is a general response from the Township Engineer in regards to infiltration.)

SEPTA Response (November 29, 2017, Revised June 13, 2018): The increase in runoff associated with the Retention Volume (Re_v) equation is 4,627 cubic feet. Waiver request supported by Township Engineer. No response required.

SEPTA Request (May 24, 2016) § 121-4.B(2)(d)[5] – Requesting a waiver of infiltration requirement. As this area is highly urbanized, is bounded on the west, south, and east by existing and proposed buildings in close proximity and the north by the Amtrak right-of-way infiltration in this area is not recommended as it may adversely impact existing building foundations and basements.

LMT Engineer Response (June 5, 2017): Volume control waivers supported due to the location of the other buildings in the area and desire to be protective against infiltration into the basements. (Waiver request not explicitly responded to. This response is a general response from the Township Engineer in regards to infiltration.)

SEPTA Response (November 29, 2017): Waiver request supported by Township Engineer. No response required.

TOWNSHIP ENGINEER DESIGN COMMENTS:

This section includes additional comments received from the Township Engineer that do not correspond to a specific waiver request from Urban Engineers. For ease of review, comments in this section have been put into numerical order corresponding to the email response received from the Township Engineer when applicable.

LMT Engineer Comment (June 5, 2017) § 121-4.F(14) – At a minimum, all inlet and culvert designs shall be based upon a 25 year storm. The 25 year storm shall be used for designs when carried through a pipe. It has not been documented clearly in the calculations that this requirement has been met.

Urban Response (November 29, 2017): The proposed stormwater management conveyance system was designed to handle the 25 year storm. The calculations have been revised to clearly state that this was the basis of design and are included with this letter.

LMT Engineer Comment (June 5, 2017): Township Engineer requests that Urban consider restriction of the post-development flows from the five year peak rate to that which occurred in the predevelopment condition from the one year event.

SEPTA Response (November 29, 2017, Revised June 13, 2018): As indicated in the stormwater management report, within both Districts the 2-yr and 1-yr post-development discharge rates have been reduced to that below the pre-development 1-yr discharge rate within their respective District, exceeding current rate control requirements. Table 3 below shows how this project exceeds current rate control requirements.

Table 3: Discharge Summary for Districts 3-18 and A

District 3-18				
Storm Event	Pre-Developed (Hydrograph # 16)	Required Discharge	Post-Developed (Hydrograph #36)	Rate Below Required (CFS)
1-year	5.009	5.009	3.683	1.33
2-year	5.883	5.883	4.241	1.64
5-year	8.056	8.056	5.631	2.43
District A				
Storm Event	Pre-Developed (Hydrograph # 22)	Required Discharge	Post-Developed (Hydrograph #50)	Rate Below Required (CFS)
1-year	2.550	2.550	2.054	0.496
2-year	2.987	2.550	2.313	0.237
5-year	4.071	2.987	2.938	0.049

LMT Engineer Comment (June 5, 2017) § 121-4.E(4)(a) – A description of how each undedicated permanent stormwater control and BMP will be operated and maintained shall be submitted by the design professional. In addition the plans should include the following information:

- The frequency of any required inspection.
- The identity and contact information associated with the person(s) responsible for operation and maintenance.
- A statement signed by the owner of the property acknowledging that the stormwater controls and BMP's are fixtures that can be altered or removed only after approval by the Township.

SEPTA Response (November 29, 2017): An Operation and Maintenance plan will be presented for review and approval by the Township following resolution of the waiver discussion here-in.

LMT Comment (June 5, 2017): The plan shall be presented in recordable form to the Township as a covenant running with the land, shall be approved by the Township Solicitor, and shall be recorded in the Office for the Recording of Deeds of Montgomery, County.

SEPTA Response (November 29, 2017): The plan will be presented for review and approval by the Township Solicitor, and will be in a recordable form.

If you have any questions regarding the waivers listed above, please contact me at 215-922-8081 ext 1222 or at mjthomas@urbanengineers.com.

Very truly yours,
URBAN ENGINEERS, INC.

Mike Thomas, PE
Senior Project Manager

Cc: Alex Coll (SEPTA)
Angela Murray (LMT)
A. Scott, PE (Urban)
C. Gubeno, PE (Urban)

Attached: 2017-06-05 Township Email

RESOLUTION

Approving the Alteration of Station Avenue, Lower Merion Township, Montgomery County, Pennsylvania.

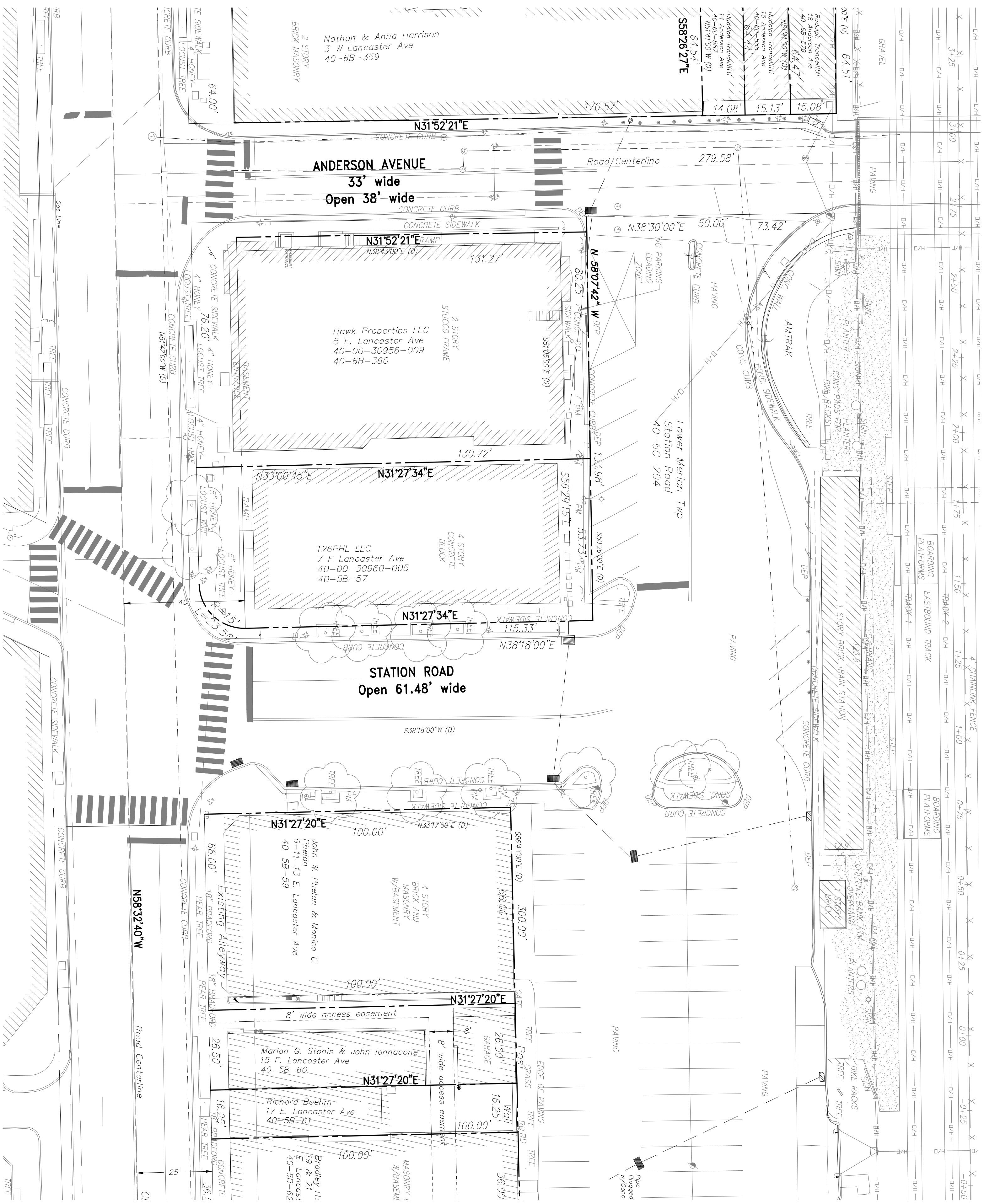
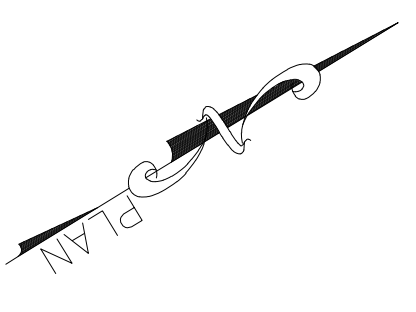
WHEREAS, Southeastern Pennsylvania Transportation Authority (“SEPTA”) proposes to build an intermodal station on property owned by the National Railroad Passenger Corporation (“Amtrak”) and the Township of Lower Merion (“Township”), a Township of the First Class located in Montgomery County, Pennsylvania; and

WHEREAS, SEPTA proposes to slightly relocate the boundaries of Station Avenue in order to accomplish the same; and

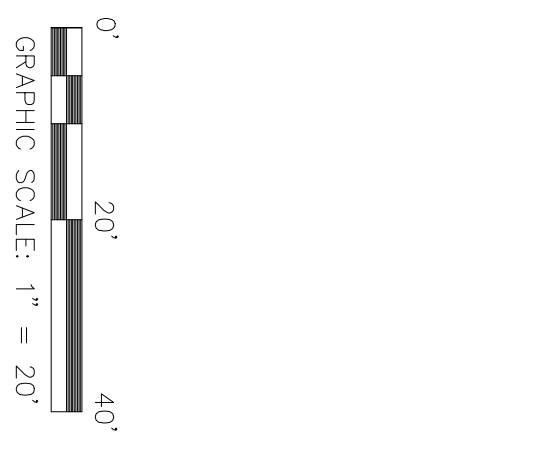
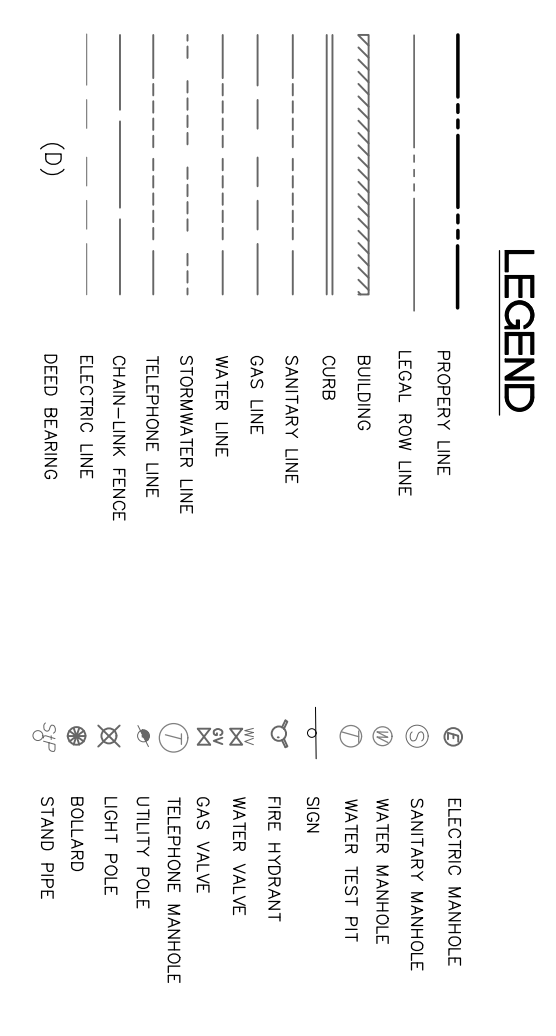
WHEREAS, Township is willing to relocate the boundaries of Station Avenue under and subject to the terms contained in these resolutions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF TOWNSHIP, AND IT HEREBY IS RESOLVED, that the Township Manager shall have the authority to take such actions as shall be reasonably necessary to cause the boundaries of Station Avenue, Ardmore, Pennsylvania to be relocated as set forth on the plans identified on Exhibit __ attached hereto and made a part hereof.

FURTHER RESOLVED, that the Township Manager shall take such actions as shall be consistent with these resolutions or as shall be reasonably required to carry out the intent of these resolutions.



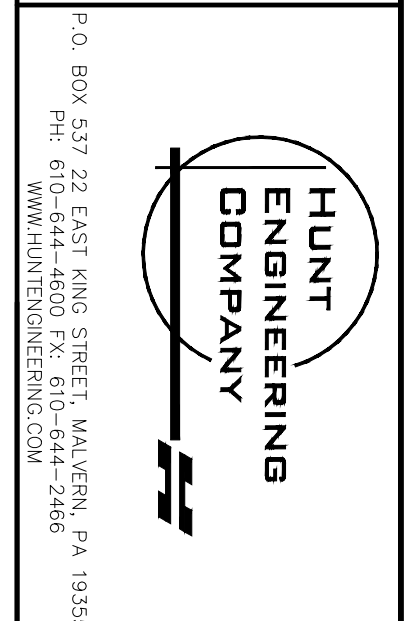
NOTE
 ALL LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLAN AND/OR ABOVE GROUND EXAMINATION OF THE SITE. COEFFICIENTS OF ACCURACY OF LOCATION AND DEPTH OF UTILITIES ARE NOT GUARANTEED. CONTRACTOR MUST VERIFY DEPTH AND LOCATION OF ALL UNDERGROUND UTILITIES AND FACILITIES BEFORE ANY EXCAVATION OR WORK. AS PER 25 P.S. § 1776, AS AMENDED.
 Before You Dig Anywhere
 STOP! CALL 1-800-442-1776
 PA Act 201 of 1976, as amended, requires notification to the utility companies for utility relocation and/or to be working with the utility companies for relocation.
 PA ONE CALL SYSTEM, INC.



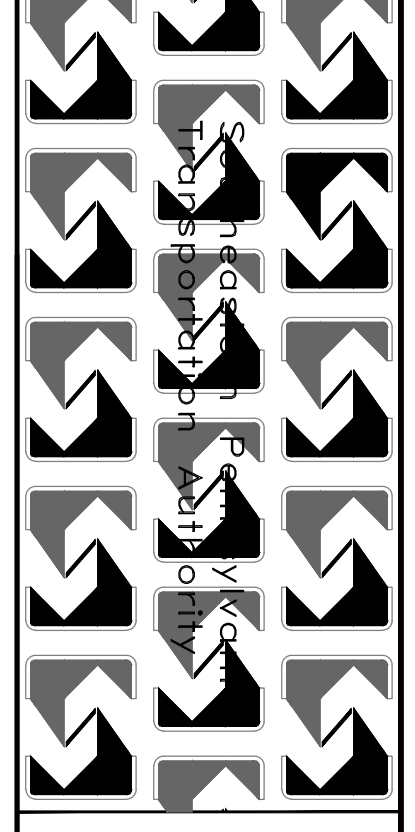
- NOTES**
1. A TITLE REPORT WAS REFERENCED FOR THIS SURVEY PREPARED BY COMMONWEALTH LAND OIL GAS.
 2. THE BASIS OF BEARINGS ON THIS PLAN IS TAKEN FROM CONSTRUCTION PLANS PREPARED BY SENTA FOR THE ARDMORE TRANSIT CENTER, DATED MARCH OF 2016. DEED BEARINGS SHOWN ON THIS PLAN ARE MARKED WITH (D).
 3. ALL SURFACE AND UNDERGROUND UTILITIES ARE BASED ON INFORMATION OBTAINED FROM FIELD SURVEY, SITE PLAN PARALLAX, AND UTILITY PLAN RECORDS. THE ACCURACY REGARDING TRENCHING OR OTHER EXCAVATING ACTIVITIES, THE CONTRACTOR SHALL VERIFY DIMENSIONS AND EXISTING CONDITIONS AS PER 25 P.S. § 1776.
 4. ALL UNDERGROUND UTILITIES AS SHOWN ARE APPROXIMATE.
 5. TOPOGRAPHIC INFORMATION IS TAKEN FROM MAPS PROVIDED BY THE CLIENT AND FIELD LOCATION BY HUNT ENGINEERING COMPANY DURING ADJUST OF 2016.
 6. EASEMENTS AND PROPERTY INFORMATION IS TAKEN FROM DEEDS OF RECORD.

REV	DATE	DESCRIPTION	BY	CK/D	AP/D

NORTHERLY OF W. LANCASTER AVENUE
 LOWER MERION TOWNSHIP
 MONOCOMERY COUNTY
 COMMONWEALTH OF PENNSYLVANIA



SCALE: 1" = 20'
 DATE: 06-12-18
 DRAWN BY: AP
 CHECKED BY: SM
 SCALE FACTOR:



THORNDALE LINE
 STATION ROAD SURVEY PLAN
 ARDMORE TRANSIT CENTER
 FOR
 SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
 1234 MARKET STREET, 13TH FLOOR, PHILADELPHIA, PA 19107

WORK SHEET NUMBERS

SEPTA	
DRAWING	OF
SHEET NO. 1	OF 2
PROJECT NUMBER	2164007
REV	

