

**AGENDA**  
**MONTGOMERY TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**JULY 13, 2020**

[www.montgomerytwp.org](http://www.montgomerytwp.org)

Tanya C. Bamford  
Candyce Fluehr Chimera  
Annette M. Long  
Matthew W. Quigg  
Beth A. Staab

Carolyn McCreary  
Township Manager

**ACTION MEETING – 7:00 PM**

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcements
5. Announcement of Executive Session
6. Consider Approval of Minutes of June 22, 2020 Meeting
7. Introduce and Welcome New Township Employee, Andrew Backlund
8. Consider Recognition of Appointment of Police Officers, Johnny Saada & Ann Marie Dobson
9. Consider Appointment of Township Traffic Engineer
10. Consider 2020 Upset Sale Exception Policy Response to COVID-19
11. Consider Ratification of ARLE Grant Application - Emergency Vehicle Preemption
12. Consider Resolution for Horsham & Pheasant Run Road Signal Upgrade Application
13. Consider Approval of Final Payment to GoreCon Inc. for Cutler Developments Landscaping Project and Acceptance of the Commencement of the Maintenance Period
14. Consider Preparation and Authorization of Advertisement: Young Lungs at Play Ordinance
15. Consider Approval of Montgomeryville Nissan Escrow Release No. 3
16. Consider Approval of Higher Rock (Phase 2) Escrow Release No. 10
17. Consider Authorization for Advertisement of Public Hearing – Costco Gasoline Sales
18. Consider Appointment of Berkheimer Associates as Business Privilege/Mercantile & Amusement Tax Collector
19. Consider Payment of Bills
20. Other Business
21. Adjournment

**PLEASE NOTE: For the safety of all participants, masks are required to be worn in the Township building and meeting room. Social distancing measures have been put into place which reduces the number of people who can safely occupy the meeting room. You may be asked to wait in the lobby if the room capacity has been reached. Thank you for your patience and cooperation in working to keep everyone safe.**

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item # 3

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SUBJECT: Public Comment  
MEETING DATE: July 13, 2020  
BOARD LIAISON:  
INITIATED BY: Tanya C. Bamford, Chair

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BACKGROUND:

Persons wishing to make public comment during this meeting on any items not listed on the agenda may do so at this time.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**

Item # 4

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SUBJECT: Announcements  
MEETING DATE: July 13, 2020  
BOARD LIAISON:  
INITIATED BY: Tanya C. Bamford, Chair

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BACKGROUND:

Here are a few announcements to be made:

- The Township building is open for appointments only at this time. Visitors can contact the department they wish to visit and make an appointment. Entry is through the Police Department door. In accordance with Governor Wolf's July 1<sup>st</sup> order, all visitors to the Township building must wear a face mask at all times.
- Our park amenities are all open, except for the public restrooms. We are also pleased to announce that the Montgomery Township Baseball and Softball Association will begin playing games on the ballfields.
- Our Community and Recreation Center is open for use of the walking track and fitness facility with capacity limits. Please visit the website for special hours and safety guidelines.
- Our monthly leaf and yard waste drop-off will be happening this Saturday, July 18 from 8:00am to Noon at the William F. Maule Park at Windlestrae. Leaf and yard waste must be placed in biodegradable paper bags for drop off.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item # **5**

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SUBJECT:           Announcement of Executive Session  
MEETING DATE:   July 13, 2020  
BOARD LIAISON:  
INITIATED BY:     Tanya C. Bamford, Chair

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BACKGROUND:

The Township Manager will announce that the Board of Supervisors met in Executive Session and will summarize the matters discussed.

**The Board of Supervisors met in Executive Session at 6:00 p.m. this evening to discuss three personnel matters and one matter of potential litigation. The topics discussed are all legitimate subjects of executive session pursuant to the Commonwealth of Pennsylvania Sunshine Law.**

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**

Item # 6

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SUBJECT: Consider Approval of Minutes for June 22, 2020 Board Meeting  
MEETING DATE: July 13, 2020  
BOARD LIAISON:  
INITIATED BY: Tanya C. Bamford, Chair

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**BACKGROUND:**

Please contact Deb Rivas on Monday, July 13, 2020 before noon with any changes to the minutes. Thank you.

**MINUTES OF MEETING  
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
JUNE 22, 2020**

At 7:00 p.m., Chair Tanya C. Bamford called to order the virtual action meeting, which was held remotely by a live-stream event due to the current COVID-19 pandemic and social distancing requirements. The public and all interested parties were invited to view and participate in the meeting via a web link that was accessible on the Township's website and social media pages.

**IN ATTENDANCE:**

Chair Tanya C. Bamford  
Vice Chair Matthew W. Quigg  
Supervisor Candyce Fluehr Chimera  
Supervisor Annette M. Long  
Supervisor Beth A. Staab  
Township Manager Carolyn McCreary  
Township Solicitor Robert J. Iannozzi, Esquire

**ALSO IN ATTENDANCE:**

Police Chief J. Scott Bendig  
Director of Finance Brian Shapiro  
Director of Fire Services William Wiegman  
Director of Planning & Zoning Bruce Shoupe  
Director of Recreation & CRC Floyd Shaffer  
Director of Information Technology Rich Grier  
Public Information Coordinator Kelsey Whalen  
Recording Secretary Deborah A. Rivas

Chair Tanya C. Bamford thanked the residents of the Township for their patience as the Board of Supervisors works to keep the meetings transparent for everyone. The Township has a page on its website, [www.montgomerytwp.org](http://www.montgomerytwp.org), dedicated to providing information and resources during this time.

Following the Pledge of Allegiance and roll call, Chair Tanya C. Bamford announced that Township staff are taking steps to prepare for onsite public meetings at the Township building with the possibility of having onsite meetings in the month of July. The Bookmobile has return to the Community and Recreation Center with hours on Thursday afternoons from 12pm to 5pm and Friday mornings from 10:30am to 12:30pm. Montgomery Baseball and Softball Association has begun using the fields for scheduled skills practices. All Township tennis courts are opened and a new outside pickle ball courts were installed at Fellowship Park. In accordance with the Governor's directives, amenities such as the Bark Park, playgrounds, and other fields and courts will remain closed until the county moves to the "green phase". At that time, these amenities will begin to open with social distancing and other requirements as necessary.

Chair Tanya C. Bamford called for public comment from the audience, which was available by previously submitted email questions and a live chat during the meeting. There was no public comment submitted.

Township Solicitor Robert J. Iannozzi, Esquire announced that the Board had met in an executive session prior to this meeting at 3:30 p.m. by conference call to discuss one personnel matter. Mr. Iannozzi stated that these matters are all legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Chair Tanya C. Bamford made a motion to approve the minutes of the June 8, 2020 Board of Supervisors meeting and Supervisor Annette M. Long seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Township Manager Carolyn McCreary reported that staff is recommending removing 21 toilet flush valves, 8 urinal assemblies, 11 soap dispensers and 23 faucets and replacing them with sensory-activated equipment. The retrofitting of equipment will be in Battalion 1 and 2, Police, Public Works and Administration buildings. This recommendation is to provide touchless equipment in high impact areas, as a response to COVID-19. The Township received three quotes with the lowest quote received from Marcells Plumbing, Heating, Cooling at \$20,073.00. Resolution #20-104

made by Chair Tanya C. Bamford, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized the contact for the installation of sensory-activated fixtures in Township facilities to Marcel's Plumbing, Heating, Cooling per their quote dated 5/13/20 for \$20,073.00.

Director of Finance Brian Shapiro reported that within the approved 2020 budget, there are various capital projects in the operation funds of General (\$505,960, Fire (\$29,270) and Parks and Recreation (\$23,140). The capital fund has a transfer into the operation accounts to offset these costs. Prior year budgets included capital projects in the operation funds as well. Mr. Shapiro opined that the operating accounts should only expense the day-to-day cost of the Township. The inclusion of capital expenditures in the operating accounts can fluctuate the year-to-year comparisons of departments and funds. Moving forward, staff will no longer include capital projects in the operating accounts when preparing the 2021 budget. It is recommended that the 2020 budgeted capital expenses within the operating accounts be reallocated to the Capital Fund. Resolution #20-105 made by Chair Tanya C. Bamford, seconded by Supervisor Annette M. Long and adopted unanimously, approved the reallocation of capital expenditures as identified in the 2020 budget.

A motion to approve the payment of bills was made by Chair Tanya C. Bamford, seconded by Supervisor Beth A. Staab, and adopted unanimously, approving the ratification of the payment of bills as submitted for June 22, 2020.

Township Manager Carolyn McCreary reported that the Township Departments submitted monthly reports for the month of May in the meeting packet. Chair Tanya C. Bamford inquired about the possibility of Autumn Festival happening this year. Director of Recreation and Community Center Floyd Shaffer reported that the committee was recommending a smaller scale event be held outside the community center rather than invite thousands of residents to the park, as it would be considered a huge risk at this time with the current pandemic. Township Manager Carolyn McCreary added that it was discussed that it would be better to host the 20<sup>th</sup> Anniversary of Autumn Festival next year at the park, assuming everything had returned to a "normal" state.

Chair Tanya C. Bamford asked the Board members to provide updates on any committee activities during the past month. Supervisors Beth A. Staab, Candyce Fluehr Chimera and Vice Chair Matthew W. Quigg all reported that their committees did not meet last month. Supervisor Annette M. Long reported that the Finance Committee had reviewed the current financial reports and the Public Safety Committee had a presentation from Police Chief J. Scott Bendig regarding policing practices. Supervisor Long asked Chief Bendig to update the Board of Supervisors. Chief Bendig reported that he met with the Public Safety Committee and addressed the actions that the department has taken over the years to mitigate the concerns that were recently heard from citizens. Chief Bendig provided the opportunity for committee members to ask questions and address concerns on how the police are conducting business. Chief Bendig stated that the department would continue to discuss and educate the residents on how the police are handling matters now and have been for some time. Chair Tanya C. Bamford reported on the Sewer Authority Board meeting. The Sewer Authority will continue to participate in the bio bot study, which measures the amount of COVID-19 virus that is present in our sewer system.

There being no further business to come before the Board, the meeting adjourned at 8:00 p.m.

Respectfully submitted,

Deborah A. Rivas, Recording Secretary

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**

Item # 7

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SUBJECT: Introduce and Welcome New Township Employee, Andrew Backlund  
MEETING DATE: July 13, 2020  
BOARD LIAISON: Tanya C. Bamford, Chair  
INITIATED BY: Bill Wiegman, Director of Fire Services

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BACKGROUND:

We are pleased to introduce Andrew Backlund, who began his employment as a fulltime firefighter with the Department of Fire Services on Monday, May, 11, 2020.

Andrew has been an active member of the fire service community for over 20 years, specifically with the Colmar Volunteer Fire Company, holding the positions of Lieutenant, Captain, Deputy Chief, Training Officer, and currently as the Fire Chief.

Andrew comes to us most recently from Montgomery County as a Supervisor of Quality Assurance with the Juvenile Probation Department. Andrew is also a Technical Delegate for the United States Ski and Snowboard Association.

Andrew holds a Bachelor of Arts in Sociology from Ithaca College and a Master of Science in Homeland Security from Saint Joseph's University. His combined education and experience have prepared him well for his new responsibilities as a firefighter Montgomery Township.

PREVIOUS BOARD ACTION:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Affirm the hiring of Andrew Backlund, effective May 11, 2020, and welcome him officially to Montgomery Township.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby welcome Andrew Backlund and acknowledge his position as a fulltime firefighter with the Department of Fire Services, effective May 11, 2020.

MOTION BY: \_\_\_\_\_ SECOND BY: \_\_\_\_\_



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**

Item # 8

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SUBJECT: Introduction of New Police Officers  
MEETING DATE: July 13, 2020  
BOARD LIAISON: Tanya C. Bamford, Chair  
INITIATED BY: J. Scott Bendig, Chief of Police

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BACKGROUND:

In 2019, Detective John McGready retired from the Police Department. Additionally, Officer Connor Kreston resigned from his position as an officer earlier this year to pursue another professional opportunity. As a result of these separations, two vacancies occurred within the Police Department. In anticipation of these retirements, a recruit testing process was initiated in July of 2019, with seventy-four (74) applications received for the position Recruit Police Officer.

The Police Department's hiring process consisted of a written examination, a physical agility test, a police oral review board, background investigation (which includes a polygraph examination, neighborhood interviews, and employer interviews), and a Public Safety Committee oral interview. The Board of Supervisors interviewed the two top candidates on February 24, 2020. Conditional offers of employment were extended to both candidates with the intention to conduct a formal swearing-in at a Board of Supervisors Meeting in March. With the onset of the COVID19 pandemic and subsequent cancelation of in-person Board of Supervisor Meetings, our Board of Supervisors Chair formally swore-in our candidates in a social-distancing private ceremony on March 23, 2020.

This evening, it is my pleasure to introduce Officer Johnny Saada and Officer Anne Marie Dobson for introduction as recruit police officers and to officially present them their badges.

PREVIOUS BOARD ACTION:

None

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that Johnny Saada and Anne Marie Dobson be recognized as Recruit Police Officers with an effective date of hire of March 23, 2020.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint Johnny Saada and Anne Marie Dobson to the position of Recruit Police Officer in the Montgomery Township Police Department, effective March 23, 2020.

MOTION BY: \_\_\_\_\_ SECOND BY: \_\_\_\_\_

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item # 9

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SUBJECT: Consider Appointment of Township Traffic Engineer  
MEETING DATE: July 13, 2020  
BOARD LIAISON: Tanya C. Bamford, Chair  
INITIATED BY: Carolyn McCreary, Township Manager

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BACKGROUND:

The Township received seven (7) responses to its Request for Proposal (RFP) for Traffic Engineer. The responses included the firm's qualifications, professional(s) who would be assigned to the Township, significant projects of note, references, and fee structure.

PREVIOUS BOARD ACTION:

The Board of Supervisors instructed the Township Manager to prepare the RFP, advertise it and send it to those firms who had previously indicated an interest in submitting a proposal. The responses were distributed to the Board along with a summary comparing the proposals.

BUDGET IMPACT:

Professional fees have been accounted for in the 2020 adopted budget, except where the fees are paid by a developer related to a subdivision or land development project.

RECOMMENDATION:

Based on the review of the submissions it is recommended the Board of Supervisors appoint Gilmore & Associates, Inc. as the Township Traffic Engineer.

MOTION/RESOLUTION:

**Be it resolved** by the Board of Supervisors of Montgomery Township that we hereby appoint Gilmore & Associates, Inc. as the Township traffic engineer and amend the Township's fee schedule to include their hourly rate for services.

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item # 10

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SUBJECT: Consider Adoption of Resolution to 2020 Upset Sale Exception Policy  
MEETING DATE: July 13, 2020  
BOARD LIAISON: Tanya C. Bamford, Chair  
INITIATED BY: Carolyn McCreary, Township Manager

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BACKGROUND:

The Township received correspondence from the Montgomery County Tax Claim Bureau dated June 23, advising us that the annual Upset Tax Sale is scheduled for September 24. This involves properties within the Township that are delinquent on their 2018 or prior real estate taxes.

There is an opportunity for taxing authorities to remove the properties from the scheduled sale in response to the COVID-19 emergency. This would only be for this year and both the Township and the North Penn School District would have to agree to it.

PREVIOUS BOARD ACTION: None

BUDGET IMPACT:

These delinquent taxes, if collected would be a collection of previously booked tax revenue, which was previously accrued at the end of 2018. If the Board chooses to offer this one-time exception the revenue would be received in 2021 instead of this year.

RECOMMENDATION:

Based on prior considerations given by the Board of Supervisors concerning the extension of current real estate tax payments and their expressed concerns about the welfare of Township residents during this pandemic, staff is recommending the Board grant the exception for 2020.

MOTION/RESOLUTION:

**Be it resolved** by the Board of Supervisors of Montgomery Township that we hereby remove the delinquent properties within the Township from the 2020 Upset Sale.

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR  
KENNETH E. LAWRENCE JR., VICE CHAIR  
JOSEPH C. GALE



**TAX CLAIM BUREAU**

MONTGOMERY COUNTY COURTHOUSE • PO BOX 190  
NORRISTOWN, PA 19404-0190

TAX CLAIM: 610-278-1216  
FAX: 610-994-2881  
EMAIL: TAXCLAIM@MONTCOPA.ORG  
WWW.TAXCLAIM.MONTCOPA.ORG

JASON E. SALUS  
TREASURER / DIRECTOR, TAX CLAIM

WILLIAM F. CALDWELL  
FIRST DEPUTY

MICHAEL P. CLARKE  
SOLICITOR

Tuesday, June 23, 2020

To School District Administrators & Municipal Managers:

**Re: 2020 Upset Sale Exception Policy Response to COVID-19**

As you are aware, in September of each year the Montgomery County Tax Claim Bureau (“TCB”) conducts an Upset Tax Sale auction of properties that are tax delinquent for at least two tax years. This year’s Upset Tax Sale is currently scheduled for Thursday September 24, 2020, and said properties are delinquent on the 2018 or prior real estate taxes. While the TCB still plans on conducting its Upset Sale, it is our desire to give the taxing authorities the option to except properties for which they are owed delinquent taxes until the 2021 Upset Sale. This is a onetime policy change in response to the COVID-19 emergency.

Exceptions will be handled in municipal lots and it will require the assent of both the municipal and school authorities in order to remove properties from sale. The TCB will not agree to remove only a subset of properties; it will either remove all properties or no properties in order to maintain uniformity amongst all property types and classifications. Authorization for the Bureau to remove properties must be in the form of a resolution of your respective boards.

If both taxing authorities agree, the Bureau will remove said properties from the sale for the 2020 year only.

Please note that although the Bureau will continue its collection efforts, any decision to remove properties from sale will likely result in a decrease in collections against your 2018 and 2019 liens.

Thus, if your taxing authority would like to remove the delinquent properties within your jurisdiction from the 2020 Upset Sale, kindly forward your board’s resolution authorizing such to the Bureau by September 1, 2020. If you have any questions please feel free to contact me.

Sincerely,

William F. Caldwell  
1<sup>st</sup> Deputy Director/Tax Claim

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item # **11**

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SUBJECT: Consider Ratification of PennDOT ARLE Grant Application  
MEETING DATE: July 13, 2020  
BOARD LIAISON: Tanya C. Bamford, Chair  
INITIATED BY: Carolyn McCreary, Township Manager

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BACKGROUND:

The Pennsylvania Department of Transportation (PennDOT) offers grants utilizing revenue received from the Automated Red Light Enforcement (ARLE) System. The Township prepared an application to implement Optical Emergency Vehicle Preemption Systems to each of the identified signalized intersections that currently do not have this safety feature. This project is Phase I of a Township-wide initiative to implement Optical Preemption at all of the Township's signalized intersections. This will provide an optimal performing system that is compatible with the region's emergency first responders.

The following is the list of intersections that are included in this project:

- SR 0309 (Bethlehem Pike)/Knapp Road
- SR 0309 (Bethlehem Pike) /South Mall Driveway
- SR 0309 (Bethlehem Pike)/North Mall Driveway
- SR 0309 (Bethlehem Pike)/SR 2006 (Taylor Road)/McLaughlin Road
- SR 0463 (Horsham Road)/Kenas Road
- SR 0463 (Horsham Road)/R 2014 (Hartman Road)

Phase I of the project is estimated to be \$591,237. The deadline for this application was midnight on July 1.

PREVIOUS BOARD ACTION:

The Board of Supervisors previously ratified a grant application in July, 2019 in the amount of \$248,919 with a Township match of \$46,692. However, the proposed project did not receive funding.

BUDGET IMPACT:

If the Township's application is successful there will be a local match of \$305,780 which will be included in the Capital Reserves Fund 2021 and/or 2022 proposed budgets.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**

RECOMMENDATION:

Staff recommends the Board of Supervisors ratify the submission of the grant application to PennDOT.

MOTION/RESOLUTION:

**Be it resolved** by the Board of Supervisors of Montgomery Township that we hereby ratify the submission of the ARLE grant for traffic signal upgrade improvements.

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**RESOLUTION**

**BE IT RESOLVED**, by authority of the Board of Supervisors of  
(Name of governing body)  
the Township of Montgomery, Montgomery County, and it  
(Name of MUNICIPALITY)  
is hereby resolved by authority of the same, that the Township Manager of  
(designate official title)  
said MUNICIPALITY is authorized and directed to sign the attached Automated Red Light  
Enforcement Program Project Funding Agreement on its behalf.

**ATTEST**

Township of Montgomery  
(Name of MUNICIPALITY)

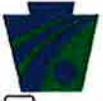
\_\_\_\_\_  
(Signature and designation of official title)  
**CAROLYN McCREARY, SECRETARY**

By: \_\_\_\_\_  
(Signature and designation of official title)  
**TANYA C. BAMFORD, CHAIRMAN**

I, Carolyn McCreary, Township Manager/Secretary, of  
(Name) (Official Title)  
the Board of Supervisors of Montgomery Township, do hereby certify that the foregoing is  
(Name of governing body and MUNICIPALITY)  
a true and correct copy of the Resolution adopted at a regular meeting of the Montgomery  
Township Board of Supervisors, held the 13<sup>th</sup> day of July, 2020.  
(Name of governing body)

DATE: July 13, 2020

\_\_\_\_\_  
(Signature and designation of official title)  
**TOWNSHIP MANAGER/SECRETARY**



Agency: Pennsylvania Department of Transportation

Applicant: Montgomery Township

Web Application #: 8410647

Program: ARLE Funding Program

Program Fact Sheet Program Guidelines

## Program Budget

Please see the Help section for details on how to complete the Program Budget.

Spreadsheet

Basis of Cost

- **Add Funding Source:** This button is used only to add Matching funds
- **Addenda:** Upload cost estimate as an attachment on the Addenda tab.

### Budget Spreadsheet ◆

The first column indicates the amount of funding you are requesting from PennDOT. After completing the budget, please complete the Basis of Cost tab. Included is a Budget Narrative where you can provide a more detailed description of specific line items.

Add funding source		ARLE Funding Program	Monetary Local	Local In-Kind	Total
<b>Requested Amount - Collapse</b>		\$285,457.00	\$305,780.00	\$0.00	
Preliminary Engineering	Remove	\$0.00	\$0.00	\$0.00	\$0.00
Final Design Cost	Remove	\$39,373.00	\$39,884.00	\$0.00	\$79,257.00
Utilities Cost	Remove	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way Cost	Remove	\$0.00	\$0.00	\$0.00	\$0.00
Construction Cost	Remove	\$246,084.00	\$265,896.00	\$0.00	\$511,980.00
Total		\$285,457.00	\$305,780.00	\$0.00	
				<b>Budget Total:</b>	\$591,237.00

Continue



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**

Item # 12

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SUBJECT: Consider Resolution for Horsham Rd. and Pheasant Run Rd. Traffic Signal  
MEETING DATE: July 13, 2020  
BOARD LIAISON: Tanya C. Bamford, Chair  
INITIATED BY: Carolyn McCreary, Township Manager

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**BACKGROUND:**

The Township has been experiencing operational problems at this intersection going back a number of years. After discussion at the monthly staff meeting and a review of the Township's recent grant applications, priorities and available funds it was determined that now would be an opportune time to finally update this intersection and address all the outstanding issues previously identified by staff.

In order to do this the Township must submit an application to PennDOT and receive approval. A resolution of the Board of Supervisors executed by the Chairperson must accompany the application.

**PREVIOUS BOARD ACTION:** None

**BUDGET IMPACT:**

There is \$100,000 budgeted in the Capital Reserves Fund for traffic signal improvements. The cost of this project will be \$48,392.00

**RECOMMENDATION:**

Staff recommends the Board of Supervisors adopt a resolution to accompany the application for traffic signal approval (TE-160) to the Pennsylvania Department of Transportation (PennDOT).

**MOTION/RESOLUTION:**

**Be it resolved** by the Board of Supervisors of Montgomery Township that we hereby adopt the resolution in support of the traffic signal improvement project at Horsham Road (SR 0463) and Pheasant Run Road and authorize the Chair to execute same.

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**RESOLUTION**

**BE IT RESOLVED**, by authority of the Board of Supervisors  
(Name of governing body)  
of the Montgomery Township, Montgomery County, and it  
(Name of MUNICIPALITY)  
is hereby resolved by authority of the same, that the Township Manager  
(designate official title)  
of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic  
Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of  
the MUNICIPALITY.

**ATTEST:** Montgomery Township  
(Name of MUNICIPALITY)

Secretary By: Chairperson  
(Signature and designation of official title) (Signature and designation of official title)  
I, Carolyn McCreary, Township Manager/Secretary  
(Name) (Official Title)

of the Board of Supervisors of Montgomery Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)  
is a true and correct copy of the Resolution adopted at a regular meeting of the  
Board of Supervisors, held the 13th day of July, 2020.  
(Name of governing body)

**DATE:** July 13, 2020 Township Manager/Secretary  
(Signature and designation of official title)

## Carolyn McCreary

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**From:** Kevin Costello  
**Sent:** Monday, July 6, 2020 10:46 AM  
**To:** Carolyn McCreary  
**Cc:** Deborah A. Rivas  
**Subject:** Pheasant Run and 463

Hi Carolyn,

Below is the quote for the installation of the new cabinet and the rewiring of the intersection noted above.

Thanks,  
Kevin

**From:** Fred Herb <[fred@armourandsons.com](mailto:fred@armourandsons.com)>  
**Sent:** Wednesday, June 10, 2020 10:25 AM  
**To:** Kevin Costello <[kcostello@montgomerytp.org](mailto:kcostello@montgomerytp.org)>  
**Cc:** Michelle Wood <[mwood@armourandsons.com](mailto:mwood@armourandsons.com)>  
**Subject:** RE: Couple Things

Kevin,

The cost to install the Township supplied controller cabinet, UPS System, preemption detectors and rewire the entire intersection is \$18,677.00 as per the breakout below.

Install Controller Cabinet & UPS System (includes removal of existing) - \$2,935.00  
Type C Electric Service - \$1,600.00  
Install Preemption System (4-approaches) - \$2,192.00  
(925) 14-3 Signal Cable x \$3.00 = \$2,775.00  
(575) 14-5 Signal Cable x \$3.00 = \$1,725.00  
(175) 14-7 Signal Cable x \$3.25 = \$568.75  
(925) Preemption Cable x \$1.25 = \$1,156.25  
(3450) Detector Lead-in Cable x 1.50 = \$5,175.00  
(550) Ground Wire x \$1.00 = \$550.00

Total - \$18,677.00

Thanks,

**Frederick C. Herb, Traffic Division Manager**



23 East Cabot Boulevard  
Langhorne, PA 19047  
Phone: (215) 943-4400  
Fax: (215) 943-8208  
Cell: (215) 416-5731  
E-Mail: [fred@armourandsons.com](mailto:fred@armourandsons.com)



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**

Item # 13

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SUBJECT: Consider Final Payment Release for Cutler Landscape Restoration Project  
MEETING DATE: July 13, 2020  
BOARD LIAISON: Tanya C. Bamford, Chair  
INITIATED BY: Carolyn McCreary, Township Manager

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BACKGROUND:

The Township has received correspondence from Boucher & James dated 06/23/20 concerning the completion of the landscaping installation at Montgomery Pointe, Montgomery Preserve and Montgomery Walk. Final payment in the amount of \$4,183.45 is due to the contractor with an additional \$2,400.00 due for repairs to damaged irrigation lines in Montgomery Walk.

PREVIOUS BOARD ACTION:

The Board awarded the bid to GoreCon, Inc., the lowest responsible bidder in the amount of \$153,828.96 at their public meeting held virtually on April 13, 2020.

BUDGET IMPACT:

There will be no impact on the Township's operating or capital budget, as this work is being paid from the Letter of Credit and performance bonds called by the Township.

RECOMMENDATION:

Approve the final payment and authorize the commencement of the maintenance period.

MOTION/RESOLUTION:

**Be it resolved** by the Board of Supervisors of Montgomery Township that we hereby authorize payment to GoreCon, Inc. in the amount of \$6,583.45 and authorize the commencement of the 18-month maintenance period per the recommendation of Boucher & James, the Township's landscape architect.

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

June 23, 2020

File(s) No. 2020-06029, 2020-06031, 2020-06033

Carolyn McCreary, Township Manager  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936-9605

Reference: Recommendation of Final Payment Release  
Cutler Landscape Restoration  
Montgomery Township, Montgomery County, PA

Dear Ms. McCreary:

Please be advised that I have reviewed the attached final bill from GoreCon, the contractor who has completed the landscape restoration work at the Walk, Pointe, and Preserve Cutler land development sites. On June 11, 2020, I inspected the installed landscaping. At that time, all landscaping was found to be acceptable for final payment release and the start of maintenance. Since that time one (1) tree to the rear of 100 Eisenhower Lane has died. As we are no longer within the spring planting season and it is likely that replacement of the tree at this time would prove unsuccessful, we have requested that GoreCon return during the fall planting season to replace this tree, at the same time that any burlap and bindings remaining on tree root balls (for the purposes of stabilization in high wind areas) must be removed. This Start of Maintenance recommendation is contingent on our understanding with the contractor that these issues will be addressed satisfactorily during the fall planting season.

Therefore, we recommend the release of Payment in the amount of **Four Thousand, One Hundred Eighty-Three Dollars and Forty-Five Cents (\$4,183.45)** which represents the remaining balance of the COSTARS contract for the planting project, and that the project be permitted to enter the maintenance period.

Please note that the maintenance period will not begin until the plantings have been accepted by the Montgomery Township Board of Supervisors at their soonest feasible regularly scheduled public meeting.

In addition, an invoice has been submitted for repairs made to irrigation lines at Montgomery Walk, which were not able to be located as part of the PA One-Call process. As previously discussed, we recommend that payment be made to GoreCon for these repairs in the amount of **Two Thousand Four Hundred Dollars and No Cents (\$2,400.00)**. Copies of the invoices submitted for the landscaping and for the irrigation repairs are attached herein.

Should you have any questions or concerns, please contact me.

Sincerely,

Valerie L. Liggett, ASLA, R.L.A.  
ISA Certified Arborist®  
Senior Landscape Architect

VLL/si

Enclosures: GoreCon – Invoice 6303 (Plant Material)  
GoreCon – Invoice 6305 (Irrigation Repairs)

cc: Brina Sweet – GoreCon  
Scott Kralik – GoreCon

65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606



# GoreCon, Inc

3240 BRISTOL ROAD • CHALFONT, PA. 18914 • P: 267.890.0890 • F: 267.880.0892

## INVOICE NO

### 6303

SOLD TO Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936

SHIP TO Cutler Landscape Restoration  
Enclave Blvd  
Montgomeryville, PA 18936

PO NUMBER

DATE WORK PERFORMED  
5/29/2020

TERMS  
Net 30

INVOICE DATE  
6/15/2020

COSTARS CONTRACT NO 029-030

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
4	Amelanchier canadensis	\$473.49	\$1,893.96
1	Amelanchier canadensis	\$473.49	\$473.49
70	Lobelia cardinalis	\$5.44	\$380.80
71	Oenothera fruticosa	\$5.52	\$391.92
9	Panicum virgatum	\$5.52	\$49.68
72	Rudbeckia fulgida	\$5.52	\$397.44
108	Tradescantia virginiana	\$5.52	\$596.16
<b>TOTAL AMOUNT</b>			<b>4,183.45</b>

Please reference Invoice number with payment. A charge of 1.5% per month will be applied to balances over 30 days old.



# GoreCon, Inc

3240 BRISTOL ROAD • CHALFONT, PA 18914 • P: 267.880.0890 • F: 267.880.0892

## INVOICE NO

### 6305

SOLD TO Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936

SHIP TO Cutler Landscape Restoration  
Enclave Blvd  
Montgomeryville, PA 18936

PO NUMBER

DATE WORK PERFORMED

TERMS

INVOICE DATE

5/29/2020

Net 30

6/15/2020

COSTARS CONTRACT NO: 029-030

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	IRRIGATION REPAIRS - Labor 20 hrs x \$100.00 Material - \$400.00	\$2400.00	\$2,400.00
1.00	Clubhouse - 1 1/4" pipe right of CH	\$0.00	\$0.00
1.00	103 Eisenhower - 1" pipe	\$0.00	\$0.00
1.00	105/107 Eisenhower - 4" underdrain	\$0.00	\$0.00
1.00	109/111 Eisenhower - 1" pipe	\$0.00	\$0.00
1.00	113/115 Eisenhower - 3/4" pipe	\$0.00	\$0.00
1.00	117/119 Eisenhower - 1" and 3/4" pipe	\$0.00	\$0.00
1.00	121 Eisenhower - 1" and 3/4" pipe	\$0.00	\$0.00
1.00	110/112 Eisenhower - 1" pipe	\$0.00	\$0.00
1.00	112 Eisenhower - 2" main pipe, 13 wire	\$0.00	\$0.00
1	104 Preserve Lane - 1" main pipe, 7 wire, 3/4" lateral	\$0.00	\$0.00
1.00	101 Eisenhower - 3/4" pipe	\$0.00	\$0.00
		<b>TOTAL AMOUNT</b>	<b>2,400.00</b>

Please reference Invoice number with payment. A charge of 1.5% per month will be applied to balances over 30 days old.



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item # 14

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SUBJECT: Consider Preparation and Advertisement of Young Lungs at Play Ordinance  
MEETING DATE: July 13, 2020  
BOARD LIAISON: Tanya C. Bamford, Chair  
INITIATED BY: Carolyn McCreary, Township Manager

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**BACKGROUND:**

Young Lungs at Play is a program aimed to help communities create tobacco-free parks, playgrounds and recreational areas for children. The project goal is to prevent second-hand smoke exposure and promote healthy areas for physical activity.

**PREVIOUS BOARD ACTION:** None

**BUDGET IMPACT:**

None. Signs will be provided by the Commonwealth of Pennsylvania through the Council of Southeast Pennsylvania, Inc.

**RECOMMENDATION:**

Staff recommends the Board of Supervisors discuss the contents of the ordinance, and the fines permitted under the Second Class Township code.

**MOTION/RESOLUTION:**

**Be it resolved** by the Board of Supervisors of Montgomery Township that we hereby authorize the preparation and advertisement of the Young Lungs at Play ordinance.

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

# Sample Ordinance

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**ORDINANCE NUMBER \_\_\_\_, 20\_\_**

**AN ORDINANCE OF (NAME OF MUNICIPALITY), COUNTY OF \_\_\_\_\_ AND COMMONWEALTH OF PENNSYLVANIA, PROHIBITING THE USE OF TOBACCO IN RECREATIONAL AREAS, PARKS AND PLAYGROUNDS AND PROVIDING PENALTIES FOR VIOLATION THEREOF:**

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**THE MUNICIPALITY'S PARKS AND RECREATIONAL FACILITIES WILL SERVE TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF (NAME OF MUNICIPALITY.)**

**WHEREAS**, the *(Municipal Council)* acknowledges that second hand tobacco smoke poses a threat to the health, safety and welfare of adults and minor children; and

**WHEREAS**, the U.S. Surgeon General has determined that there is no safe level of exposure to tobacco smoke pollution; and

**WHEREAS**, secondhand tobacco smoke is responsible for over 50,000 deaths among nonsmokers each year; and

**WHEREAS**, tobacco kills more Americans each year than alcohol, cocaine, heroin, homicide, and suicide, accidents, fire and AIDS combined; and

**WHEREAS**, 80% of smokers started smoking before the age of 18, and the average initiation age is 12 years old; and

**WHEREAS**, the (Municipal) Council desires to discourage tobacco use and promote the public health by making Municipality owned parks, playgrounds and recreational fields "tobacco free zones."

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the (Municipal Council of \_\_\_\_\_) and it is hereby ordained and enacted by the authority of the same as follows:

**Section 1: DESIGNATED TOBACCO-FREE AREAS:** That the areas of parks and playgrounds where children are present including *(list areas specific to your community: picnic areas, sports and athletic fields, concert venues, etc.)* in the Municipality of \_\_\_\_\_ be designated tobacco-free and the use of any tobacco product\* **or electronic cigarette**, in any form, shall be prohibited hereafter.

**Section 2: APPROPRIATE SIGNAGE** will be posted delineating the tobacco-free areas.

**Section 3: ENFORCEMENT:** *Please insert the specific statement or penalty (ies) for violation of this Ordinance*

Council hereby authorizes its elected and appointed officials to take whatever steps are necessary for full participation in and compliance with the Young Lungs at Play Program and/or other such programs of the Commonwealth of Pennsylvania.

**Section 4: THE COMMUNITY SHALL BE NOTIFIED OF THIS ORDINANCE.**

## Sample Ordinance

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**\*“TOBACCO PRODUCT” INCLUDES:**

(a) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff<sup>1</sup>; and

(b) **Any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, cigar, pipe, hookah or vaping device.**

(c) Notwithstanding any provision of subsections (a) and (b) to the contrary, “tobacco product” includes any component, part, or accessory of a tobacco product, whether or not sold separately. “Tobacco product” does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold for such an approved purpose.

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<sup>1</sup> This list of products is subject to adjustment to conform to terms used in specific state or local laws.

# YOUNG LUNGS AT PLAY!



**THIS IS A  
TOBACCO-FREE  
ZONE**



FOR HELP TO QUIT TOBACCO  
CALL 1-800-QUIT-NOW  
(1-800-784-8669)  
[www.DeterminedToQuit.com](http://www.DeterminedToQuit.com)

## Young Lungs At Play TOOLKIT 2016

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item # 15

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SUBJECT: Consider Construction Escrow Release 3 - LDS 691 – 309 Automall Properties, L.P.Montgomeryville Nissan  
MEETING DATE: July 13, 2020  
BOARD LIAISON: T Tanya C. Bamford, Chair  
INITIATED BY: Bruce Shoupe, Director of Planning and Zoning

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BACKGROUND:

Attached is a construction escrow release requested by 309 Automall Properties, L.P. - Montgomeryville Nissan, as recommended by the Township Engineer.

The original amount of the escrow was \$570,323.82 and was filed as a letter of credit with Univest. This is the second release and is in the amount of \$22,204.00. The new balance would be \$431,218.12.

PREVIOUS BOARD ACTION: None

BUDGET IMPACT: None.

RECOMMENDATION: That this construction escrow be released.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize a construction escrow release in the amount of \$22,204.00, as recommended by the Township Engineer for the 309 Automall Properties, L.P. - Montgomeryville Nissan.

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ VOTE \_\_\_\_\_



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

June 25, 2020

File No. 2016-08012

Carolyn McCreary, Township Manager  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936-9605

Reference: 309 Automall Properties, L.P. - Montgomeryville Nissan – LDS#691  
Escrow Release 3

Dear Carolyn:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements attached to this letter in the amount of **\$22,204.00** have been completed. Please find enclosed a copy of our escrow calculations and the application for release of funds for your use.

Please be advised that these improvements will be subject to a final inspection prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.

Should you have any further questions or require any additional information, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink that reads "James P. Dougherty".

James P. Dougherty, P.E.  
Senior Project Manager  
Gilmore & Associates, Inc.

JPD/SW/sl

Enclosure: Release of Escrow Form, Summary of Escrow Account, Developer's Release Request

cc: Bruce S. Shoupe, Director of Planning and Zoning  
Marianne McConnell, Deputy Zoning Officer – Montgomery Township  
Mary Gambino, Project Coordinator - Montgomery Township  
Frank R. Bartle, Esq., Solicitor – Dischell Bartle & Dooley, PC  
Kevin Johnson, P.E. – Traffic Planning & Design, Inc.  
Allan I Nappen – Nappen & Associates  
Judith Stern Goldstein, ASLA, R.L.A., Senior Project Manager – Gilmore & Associates, Inc.  
Russell S. Dunlevy, P.E., Senior Executive Vice President – Gilmore & Associates, Inc.  
Brian Dusault, Construction Services Manager – Gilmore & Associates, Inc.

**RELEASE OF ESCROW FORM**

James P. Dougherty, P.E.  
Senior Project Manager  
Gilmore & Associates, Inc.  
65 East Butler Avenue, Suite 100  
New Britain, PA 18901  
215-345-4330

Date: 06/17/2010

Development: Montgomeryville Nissan - LD/S#691  
Release #: 3

G&A Project #: 2016-08012

Dear Mr. Dougherty:

This is an escrow release request in the amount of \$22,329.00. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

**ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.**

Ms. Carolyn McCreary  
Township Manager  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936

Date: 06/25/2020

Dear Ms. McCreary

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$22,204.00 be released. These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.

James P. Dougherty 6/25/20  
James P. Dougherty, P.E., Senior Project Manager, Gilmore & Associates, Inc.

Resolution # \_\_\_\_\_

WHEREAS, a request for release of escrow was received from Nappen & Associates for Montgomeryville Nissan - LD/S#691, in the amount of \$22,329.00, on the representation that work set forth in the Land Development Agreement to the extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$22,204.00; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$22,204.00; in accordance with the developer's request, and the officers of the Township are authorized to take the necessary action to obtain release of said sum. BE IT FURTHER RESOLVED that Township records indicate that escrow has been deposited via Letter of Credit with Montgomery Township in total sum of \$570,323.82 pursuant to a signed Land Development Agreement and that \$116,901.70 has previously been released from escrow. Therefore, the action of the Board releasing said sum leaves a new balance of \$431,218.12 in escrow.

MOTION BY: \_\_\_\_\_  
SECOND BY: \_\_\_\_\_  
DATED: \_\_\_\_\_  
RELEASED BY: \_\_\_\_\_  
Department Director

VOTE: \_\_\_\_\_

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

Item # 16

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SUBJECT: Consider Construction Escrow Release 10 - LDS 694 – Higher Rock Partners – Phase 2  
MEETING DATE: July 13, 2020  
BOARD LIAISON: Tanya C. Bamford, Chair  
INITIATED BY: Bruce Shoupe, Director of Planning and Zoning

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BACKGROUND:

Attached is a construction escrow release requested by Higher Rock Partners, LP for Phase 2 as recommended by the Township Engineer.

The original amount of the escrow for Phase 2 was \$4,849,153.36, held as a LOC with Fulton Bank. This is the eighth release for Phase 2 and is in the amount of \$96,500.00. The new balance would be \$934,489.56.

PREVIOUS BOARD ACTION:

None

BUDGET IMPACT:

None.

RECOMMENDATION:

That this construction escrow be released.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize a construction escrow release in the amount of \$96,500.00 for Phase 2, as recommended by the Township Engineer for the Higher Rock Partners, LP.

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ VOTE \_\_\_\_\_





**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

July 7, 2020

File No. 2016-07014-01

Carolyn McCreary, Township Manager  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936-9605

Reference: Higher Rock Partners, LP – Land Development (Phase 2) – LDS#694  
Escrow Release 10

Dear Carolyn:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements attached to this letter in the amount of \$96,500.00 have been completed. Please find enclosed a copy of our escrow calculations and the application for release of funds for your use.

Please be advised that these improvements will be subject to a final inspection prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.

Should you have any further questions or require any additional information, please do not hesitate to contact our office.

Sincerely,

James P. Dougherty, P.E.  
Senior Project Manager  
Gilmore & Associates, Inc.

JPD/sl

Enclosure: Release of Escrow Form (7/7/20), Summary of Improvement Escrow Account (7/7/20)

cc: Bruce S. Shoupe, Director of Planning and Zoning  
Marianne McConnell, Deputy Zoning Officer – Montgomery Township  
Frank R. Bartle, Esq., Solicitor – Dischell Bartle & Dooley, PC  
Kevin Johnson, P.E. – Traffic Planning & Design, Inc.  
John Antonucci – Higher Rock Partners, LP  
Jim Kahn, President – Higher Rock Partners, LP  
James M. DeNave, P.E., Director of Operations - PH&C, LLC  
George Hartman, P.E. – Bohler Engineering  
Judith Stern Goldstein, ASLA, R.L.A., Senior Project Manager – Gilmore & Associates, Inc.  
Russell S. Dunlevy, P.E., Senior Executive Vice President – Gilmore & Associates, Inc.  
Brian Dusault, Construction Services Manager - Gilmore & Associates, Inc.

65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

**RELEASE OF ESCROW FORM**

James P. Dougherty, P.E.  
Senior Project Manager  
Gilmore & Associates, Inc.  
65 East Butler Avenue, Suite 100  
New Britain, PA 18901  
215-345-4330

Date: 07/01/2020

Development: Higher Rock - Land Development - LDS-694

G&A Project #: 2016-07014-01

Release #: 10

Dear Mr. Dougherty:

This is an escrow release request in the amount of \$96,500.00. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

**ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.**

Ms. Carolyn McCreary  
Township Manager  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936

Date: 07/07/2020

Dear Ms. McCreary:

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$96,500.00 be released. These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.

James P. Dougherty 7/7/2020  
James P. Dougherty, P.E., Senior Project Manager, Gilmore & Associates, Inc.

Resolution # \_\_\_\_\_

WHEREAS, a request for release of escrow was received from Higher Rock Partners, LP for Higher Rock - Land Development - LDS-694, in the amount of \$96,500.00, on the representation that work set forth in the Land Development Agreement to the extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$96,500.00; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$96,500.00; in accordance with the developer's request, and the officers of the Township are authorized to take the necessary action to obtain release of said sum. BE IT FURTHER RESOLVED that Township records indicate that escrow has been deposited via Letter of Credit with Montgomery Township in total sum of \$4,849,153.36 pursuant to a signed Land Development Agreement and that \$3,818,163.80 has previously been released from escrow. Therefore, the action of the Board releasing said sum leaves a new balance of \$934,489.56 in escrow.

MOTION BY: \_\_\_\_\_

VOTE: \_\_\_\_\_

SECOND BY: \_\_\_\_\_

DATED: \_\_\_\_\_

RELEASED BY: \_\_\_\_\_

Department Director

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item # 17

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**SUBJECT:** Consider Authorization to Advertise – Public Hearing - Proposed Ordinance #20-312Z - Text Amendment – ECPOD Zoning District Costco – Retail Sales of Gasoline by Conditional Use

**MEETING DATE:** July 13, 2020

**BOARD LIAISON:** Tanya C. Bamford, Chair

**INITIATED BY:** Bruce Shoupe, Director of Planning and Zoning

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**BACKGROUND:**

Robert L. Brant, Esq. on behalf of Costco Wholesale, has submitted a proposed text amendment to the ECPOD – Expressway Corridor Preservation Overlay District regulations governing the Costco property. The proposed change involves amending standard retail uses allowed by Conditional Use to include a gasoline filling station on the same lot as a warehouse club or wholesale club situated in a unified development and not open to the general public, members only.

The text amendment proposes to revise Section 230-198 – Application Procedure Standards and Criteria by adding a new Section F – Standards and criteria for gasoline filling stations permitted by Conditional Use and restating Section 230-199.B (2) (b) Standard Retail Uses Permitted by Conditional Use allowing gasoline filling stations open to members only of a warehouse club or wholesale club in a unified development.

A copy of the proposed ordinance which would provide for the zoning amendment is attached, as well as review letters from the County Planning Commission.

**ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:** None

**PREVIOUS BOARD ACTION:** None

**ALTERNATIVES/OPTIONS:** The Board could approve or deny this request.

**BUDGET IMPACT:** None.

**RECOMMENDATION:** None.

**MOTION/RESOLUTION:** Attached.

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby set Monday, August 10, 2020 after 7:00 p.m., in the Township Building as the date, time and place for a Public Hearing to consider the Text Amendment application of Costco Wholesale. The applicant is proposing to modify Section 230-198 of the Zoning Ordinance adding Section F provide standards and criteria for gasoline filling stations and restating Section 230-199.B(2)(b) allowing gasoline filling stations open to members only of a warehouse club or wholesale club in a unified development located in the ECPOD Zoning District.

BE IT FURTHER RESOLVED that the Township Solicitor be authorized to advertise said public hearing date and time.

MOTION BY:

SECOND BY:

VOTE:

DATE:

cc: Applicant, R. Brant, F. Bartle, B. Shoupe, M. Gambino, Minute Book, Resolution File, File

**Montgomery Township**  
Montgomery County, Pennsylvania

ORDINANCE # \_\_\_\_\_

---

AN ORDINANCE AMENDING THE MONTGOMERY TOWNSHIP CODE, CHAPTER 230, ARTICLE XXVII [ECPOD EXPRESSWAY CORRIDOR PRESERVATION OVERLAY DISTRICT], BY AMENDING SECTION 230-199.B.(2)(b), AND ARTICLE II (DEFINITIONS), SECTION 230-5.B.

---

**NOW, THEREFORE**, it is hereby **ENACTED** and **ORDAINED** by the Montgomery Township Board of Supervisors that Article XXVII [ECPOD Expressway Corridor Preservation Overlay District], of the Township's Zoning Ordinance shall be amended as follows:

**SECTION 1.**      **Amendment to Article XXVII [ECPOD Expressway Corridor Preservation Overlay District], Section 230-199 [Permitted Land Use Categories] B. [Retail Uses] (2) (b) [Standard Retail Uses Permitted by Conditional Use].**

Article XXVII [ECPOD Expressway Corridor Preservation Overlay District], Section 230-199 [Permitted Land Use Categories] B. [Retail Uses] (2) (b) [Standard Retail Uses Permitted by Conditional Use] is hereby amended to read as follows:

- (b) Standard retail uses permitted by conditional use.
  - [1] Restaurants or similar indoor eating facilities with drive-through and fast food facilities larger than 5,000 square feet in gross floor area.
  - [2] Gasoline filling stations on the same lot as a warehouse club or wholesale club or situate in a unified development containing a warehouse club or wholesale club, such gasoline

filling station open only to members of the warehouse club or wholesale club and not open to members of the general public.

- [3] Motor vehicle sales facilities for new and used motor vehicles are prohibited.

**SECTION 2. Amendment to Article II [Definitions], Section 230-5 [Word Usage; Definitions], B.**

Article II [Definitions] Section 230-5 [Word Usage; Definitions] B. is hereby amended to add the following definition:

**WAREHOUSE CLUB OR WHOLESALE CLUB** – A members-only large format retail store, offering a wide variety of goods for sale at discounted prices to its members.

**SECTION 3. Repeal and Ratification.**

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed. Any other terms and provisions of the ordinances of the Township that are unaffected by this Ordinance are hereby reaffirmed and ratified.

**SECTION 4. Severability.**

Should any section, paragraph, sentence, clause, or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect, and for this reason the provisions of this Ordinance shall be severable.

**SECTION 5. Effective Date.**

This Ordinance shall become effective five (5) days after enactment.

**ORDAINED AND ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2020 by the  
Montgomery Township Board of Supervisors.

**BOARD OF SUPERVISORS  
MONTGOMERY TOWNSHIP**

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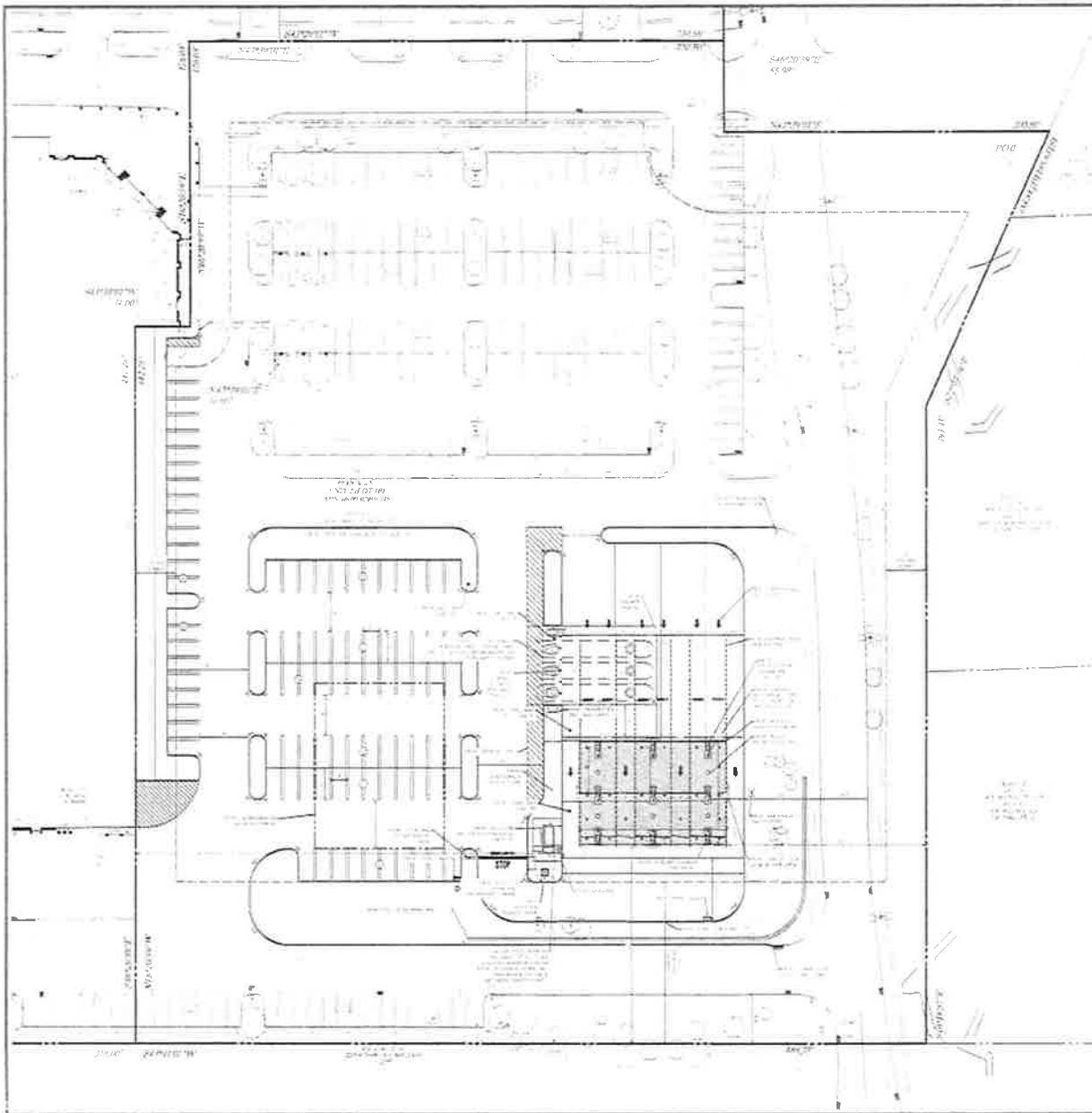
Chairman

[Seal]

**Attested by:**

---

CAROLYN MCCREARY  
*Township Manager/ Secretary*



**LEGEND**

- EXISTING ROAD
- PROPOSED ROAD
- EXISTING DRIVE
- △ EXISTING DRIVE



**OWNER'S PLAN GENERAL NOTE**

1. THIS PLAN REPRESENTS THE DESIGN AND CONSTRUCTION OF THE PROPOSED BUILDING AND PARKING STRUCTURE. THE DESIGNER HAS CONDUCTED VISUAL ANALYSES AND VISUALIZATION STUDIES TO DETERMINE THE VISUAL IMPACT OF THE PROPOSED DEVELOPMENT ON THE SURROUNDING AREA. THE DESIGNER HAS CONDUCTED VISUAL ANALYSES AND VISUALIZATION STUDIES TO DETERMINE THE VISUAL IMPACT OF THE PROPOSED DEVELOPMENT ON THE SURROUNDING AREA. THE DESIGNER HAS CONDUCTED VISUAL ANALYSES AND VISUALIZATION STUDIES TO DETERMINE THE VISUAL IMPACT OF THE PROPOSED DEVELOPMENT ON THE SURROUNDING AREA.
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**CITY DESIGN REQUIREMENTS**

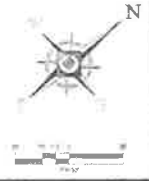
DESIGNER SHALL PROVIDE THE FOLLOWING INFORMATION TO THE CITY ENGINEER FOR REVIEW AND APPROVAL:

- 1. THE DESIGNER SHALL PROVIDE THE FOLLOWING INFORMATION TO THE CITY ENGINEER FOR REVIEW AND APPROVAL:
- 2. THE DESIGNER SHALL PROVIDE THE FOLLOWING INFORMATION TO THE CITY ENGINEER FOR REVIEW AND APPROVAL:

NO.	DESCRIPTION	REQUIREMENT	PROPOSED	COMPLIANT
1	MINIMUM SETBACK	10'	10'	YES
2	MINIMUM FRONT SETBACK	10'	10'	YES
3	MINIMUM SIDE SETBACK	10'	10'	YES
4	MINIMUM REAR SETBACK	10'	10'	YES
5	MINIMUM FRONT YARD SETBACK	10'	10'	YES
6	MINIMUM SIDE YARD SETBACK	10'	10'	YES
7	MINIMUM REAR YARD SETBACK	10'	10'	YES
8	MINIMUM FRONT SETBACK	10'	10'	YES
9	MINIMUM SIDE SETBACK	10'	10'	YES
10	MINIMUM REAR SETBACK	10'	10'	YES

**LINE LEGEND**

- EXISTING ROAD
- PROPOSED ROAD
- EXISTING DRIVE
- △ EXISTING DRIVE



**BOHLER ENGINEERING**  
 1000 N. 10th St., Suite 300  
 Lincoln, NE 68502  
 Phone: (402) 441-1111  
 Fax: (402) 441-1112  
 www.bohlereng.com

NO.	DATE	REVISION

**811**  
 Nebraska  
 Call before you dig  
 1-800-4-A-DIG

**NOT APPROVED FOR CONSTRUCTION**

**CONCEPT PLAN**

FOR

**COSTCO WHOLESALE**

THE CITY ENGINEER HAS REVIEWED THIS CONCEPT PLAN AND HAS DETERMINED THAT IT COMPLIES WITH THE CITY ENGINEERING CODES AND ORDINANCES.

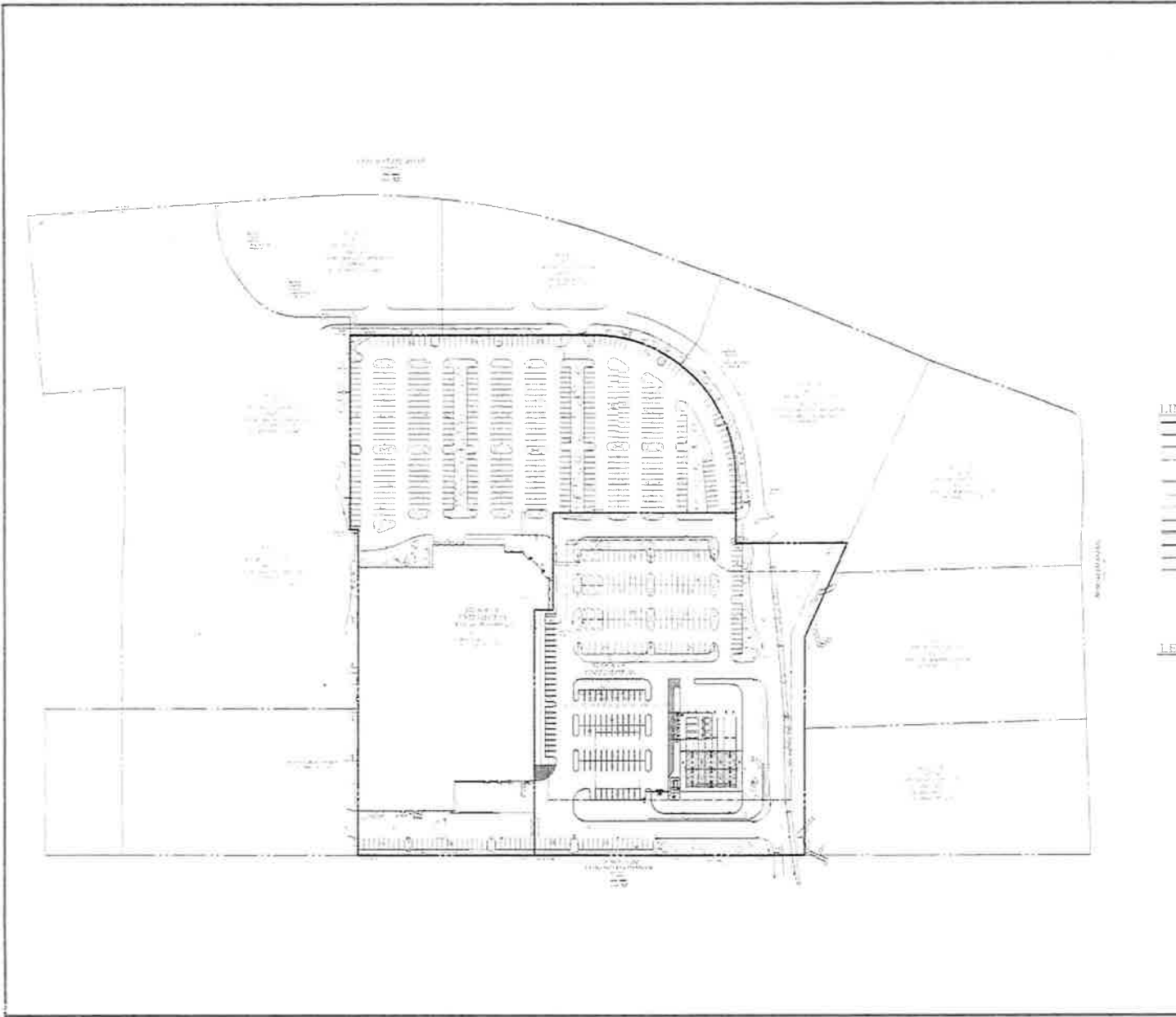
**BOHLER ENGINEERING**  
 1000 N. 10th St., Suite 300  
 Lincoln, NE 68502  
 Phone: (402) 441-1111  
 Fax: (402) 441-1112  
 www.bohlereng.com

**A.S. BENOSKY**  
 REGISTERED ARCHITECT AND INTERIOR DESIGNER  
 1000 N. 10th St., Suite 300  
 Lincoln, NE 68502

**CONCEPT PLAN A-1**

SHEET NO. 1 OF 2





1:10,000 SCALE  
1" = 100'

**LINE LEGEND**

	EXISTING PROPERTY BOUNDARY
	EXISTING LOT LINE
	EXISTING ADJACENT PROPERTY LINE
	PROPOSED OFFICE
	PROPOSED PAVING
	EXISTING DRIVE
	PROPOSED DRIVE
	PROPOSED DRIVE DRIVE
	PROPOSED DRIVE DRIVE
	PROPOSED DRIVE DRIVE

**LEGEND**

	PROPOSED SIGNAGE
	PROPOSED SIGN
	PROPOSED PAVING STRIPS
	PROPOSED ADA STRIPS

**BOHLER CONSULTING**  
 1000 MARKET DRIVE, SUITE 100  
 CHALMERS, PA 19014  
 Phone: 215-388-4100  
 Fax: 215-388-4101  
 www.bohlerconsulting.com

**REVISIONS**

NO.	DATE	DESCRIPTION

**811**  
 Call Before You Dig  
 1-800-4-A-DAWG

**NOT APPROVED FOR CONSTRUCTION**

www.pennstatepa.gov

**CONCEPT PLAN**

**COSTCO WHOLESALE**

THE STATE OF PENNSYLVANIA  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 HARRISBURG, PA 17103

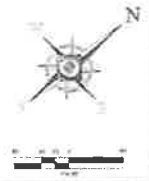
**BOHLER CONSULTING**  
 1000 MARKET DRIVE, SUITE 100  
 CHALMERS, PA 19014  
 Phone: 215-388-4100  
 Fax: 215-388-4101  
 www.bohlerconsulting.com

**A.S. BENOSKY**  
 1000 MARKET DRIVE, SUITE 100  
 CHALMERS, PA 19014

**CONCEPT PLAN A-1**

Sheet No. **2 OF 2**

DATE: 08/14/2012



**MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR  
KENNETH E. LAWRENCE, JR., VICE CHAIR  
JOSEPH C. GALE, COMMISSIONER



**MONTGOMERY COUNTY  
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO BOX 311  
NORRISTOWN, PA 19404-0311  
610-278-3722  
FAX: 610-278-3941 • TDD: 610-631-1211  
WWW.MONTCOPA.ORG

JOHN S. COVER, AICP  
INTERIM EXECUTIVE DIRECTOR

January 21, 2020

Mr. Bruce S. Shoupe, Director of Planning/Zoning  
Montgomery Township  
1001 Stump Road  
Montgomeryville, Pennsylvania 18936-9605

Re: MCPC #19-0309-001  
Plan Name: ECPOD – Gasoline Stations  
Montgomery Township

Dear Mr. Shoupe:

We have reviewed the above-referenced zoning text amendment in accordance with Section 609 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on December 30, 2019. We forward this letter as a report of our review.

## BACKGROUND

The applicant, Costco Wholesale, proposes to amend Article XXVII of Montgomery Township's zoning code to add standards for gasoline filling stations, to be permitted by conditional use in the Expressway Corridor Preservation Overlay District (ECPOD). These filling stations would be permitted only on the same lot or in the same unified development as a warehouse club or wholesale club, the definition of which would also be added via amendment to Article II of the zoning code. No more than 18 fueling stations would be permitted at one station, no additional retail sales or goods displays would be permitted, and signage and operating hours would be regulated.

## COMPREHENSIVE PLAN COMPLIANCE

Montgomery Township's ECPOD covers three different zoning classifications: predominantly LI and R2, with a small sliver of C land area included near Welsh Road. Montgomery Township's *2008 Comprehensive Plan Update Vision Plan* identifies the corridor for the Route 202 Parkway and highlights commercial and residential areas along the corridor. We believe that this text amendment is generally compatible with the township's vision plan as effects would likely be limited to the LI-zoned areas.



Montgomery County's comprehensive plan, *Montco 2040: A Shared Vision*, notes that the county will work with municipalities and businesses on modernizing and adapting business parks through zoning changes, infrastructure improvements, and private sector investment. This project is compatible with *Montco 2040*.

## RECOMMENDATION AND COMMENTS

The Montgomery County Planning Commission (MCPC) supports the applicant's proposal for the zoning text amendment change, as it seems suitable to permit fueling stations in an expressway corridor overlay zoning district. We look forward to reviewing the specific and final land development proposal and conditional use application once the zoning text amendment is fully approved.

## CONCLUSION

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body adopt these proposed zoning ordinance amendments, Section 609 of the Municipalities Planning Code requires that we be sent an official copy within 30 days.

Sincerely,

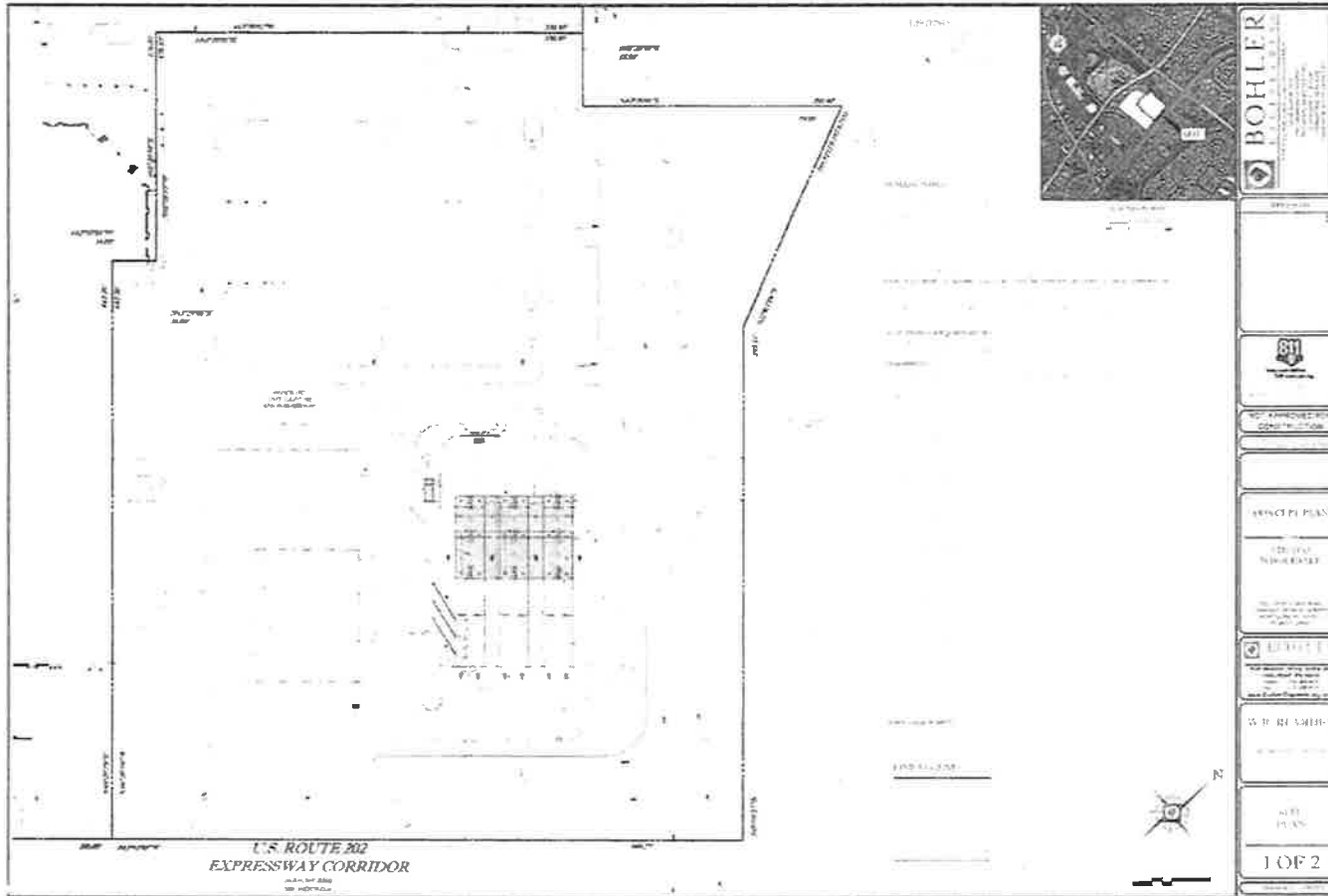


Matthew Popek, AICP  
Senior Transportation Planner  
[mpopek@montcopa.org](mailto:mpopek@montcopa.org) - 610-278-3730

c: Costco Wholesale, Applicant  
Robert L. Brant, Applicant's Representative  
Carolyn McCreary, Twp. Manager  
Jay Glickman, Chrm., Twp. Planning Commission

Attachments: (1) Concept Plan  
(2) Aerial

*Concept Plan – Proposed Costco Wholesale Gas Service, Montgomery Township*



*Aerial – Proposed Costco Wholesale Gas Service, Montgomery Township*



ECPOD - Gasoline Stations  
MCPC #190309001

Montgomery  
County  
Planning  
Commission  
Montgomery County Council on Planning Commission  
100 State St. - Harrisburg, PA 17103-1001  
610-767-2222 - ext. 2222  
www.montgomeryplanning.com  
Year 2011 aerial photography provided by Photometry

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**

Item # 18

---

SUBJECT: Consideration of Berkheimer Associates as Business Privilege/Mercantile and Amusement Tax Collectors  
MEETING DATE: July 13, 2020  
BOARD LIAISON: Annette M. Long, Supervisor  
INITIATED BY: Brian Shapiro, Director of Finance

---

BACKGROUND:

The Township collects Business Privilege/Mercantile and Amusement Tax per Act 511 of the General Assembly of the Commonwealth of Pennsylvania. This is a specialized tax that is based on the gross receipts of a business in the Township. Each business must submit a tax return to the Township by March 15<sup>th</sup> of each year. The Township reviews each return for accuracy and if necessary performs an audit.

The Township performs this work with in house staff. Currently there is one staff member dedicated to this function. Overall, only a handful of municipalities still collect this tax using in house staff. Due to the specialized nature of this tax and the demand on staff, other options for collections were investigated.

Berkheimer presently collects Earned Income and Local Services Tax for the Township. They also collect Business Privilege/Mercantile and Amusement Tax for other municipalities and specialize in this collection.

PREVIOUS BOARD ACTION:

None

BUDGET IMPACT:

The proposed commission rate is 2.25% of gross collection of Business Privilege/Mercantile and Amusement Tax. Based on 2019 collections this equates to \$73,000. The 2019 Business Privilege/Mercantile and Amusement Tax collection cost to the Township was \$144,000. By outsourcing the collection to Berkheimer the net savings to the Township is \$71,000.

RECOMMENDATION:

Staff is recommending that the Board of Supervisors approve the following agreements/resolutions:

- Agreement – Business Privilege Tax
- Agreement – Amusement Tax
- Resolution – Appointment of Berkheimer as Amusement Tax Collector
- Resolution – Confidentiality of Information for Amusement Tax
- Resolution – Appointment of Berkheimer as Tax Hearing Officer for Amusement Tax
- Resolution – Appointment of Berkheimer as Business Privilege Tax Collector
- Resolution – Confidentiality of Information for Business Privilege Tax
- Resolution – Appointment of Berkheimer as Tax Hearing Officer for Business Privilege Tax

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint Berkheimer Associates as the Business Privilege/Mercantile and Amusement Tax Collector effective January 1, 2021, and approve all attached agreements and resolutions confirming this appointment.

MOTION BY: \_\_\_\_\_ SECOND BY: \_\_\_\_\_

RESOLUTION NO.

**A RESOLUTION OF THE GOVERNING BOARD OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE GOVERNING BOARD TO APPOINT BERKHEIMER AS ITS TAX HEARING OFFICER UNDER AND PURSUANT TO THE LOCAL TAXPAYERS BILL OF RIGHTS FOR THE EXPRESS PURPOSE OF ADJUDICATING APPEALS THEREUNDER.**

**WHEREAS**, the Local Tax Enabling Act ("LTEA"), authorizes certain political subdivisions, including **MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY**, to levy, assess and collect certain local taxes on taxpayers, for general revenue producing measures; and

**WHEREAS**, **MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY**, by Resolution and/or Ordinance, has levied, assessed and provided for the collection of the **Business Privilege & Mercantile Tax**; and

**WHEREAS**, the LTEA specifies that any such political subdivision may provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

**WHEREAS**, **MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY**, has appointed Berkheimer to collect the aforementioned taxes levied by it; and

**WHEREAS**, Act 50 of the 1998 General Assembly of the Commonwealth of Pennsylvania, enacted May 5, 1998, and effective, in part, January 1, 1999, known as the "Local Taxpayers Bill of Rights," requires political subdivisions levying, collecting and assessing taxes of the nature and kind aforementioned to establish an administrative process to receive and make determinations on petitions from taxpayers relating to the assessment, determination or refund of such tax, including without limitation, the appointment of a Tax Hearing Officer by a political subdivision to hear and decide such an appeal; and

**WHEREAS**, under Section 8432 of such Act of 1998, a political subdivision shall adopt regulations governing practice and procedure under the Local Taxpayers Bill of Rights;

**THEREFORE, BE IT RESOLVED, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY**, hereby **appoints BERKHEIMER** as its **Tax Hearing Officer** and further, adopts and incorporates the Act 50 Regulations as promulgated by Berkheimer in their entirety.

**ENACTED** into a Resolution this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_

**Tanya C. Bamford, Chairman**

ATTEST:

\_\_\_\_\_

RESOLUTION NO.

**A RESOLUTION OF THE GOVERNING BOARD OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE GOVERNING BOARD TO APPOINT BERKHEIMER AS ITS TAX HEARING OFFICER UNDER AND PURSUANT TO THE LOCAL TAXPAYERS BILL OF RIGHTS FOR THE EXPRESS PURPOSE OF ADJUDICATING APPEALS THEREUNDER.**

**WHEREAS**, the Local Tax Enabling Act ("LTEA"), authorizes certain political subdivisions, including **MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY**, to levy, assess and collect certain local taxes on taxpayers, for general revenue producing measures; and

**WHEREAS**, **MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY**, by Resolution and/or Ordinance, has levied, assessed and provided for the collection of the **Amusement Tax**; and

**WHEREAS**, the LTEA specifies that any such political subdivision may provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

**WHEREAS**, **MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY**, has appointed Berkheimer to collect the aforementioned taxes levied by it; and

**WHEREAS**, Act 50 of the 1998 General Assembly of the Commonwealth of Pennsylvania, enacted May 5, 1998, and effective, in part, January 1, 1999, known as the "Local Taxpayers Bill of Rights," requires political subdivisions levying, collecting and assessing taxes of the nature and kind aforementioned to establish an administrative process to receive and make determinations on petitions from taxpayers relating to the assessment, determination or refund of such tax, including without limitation, the appointment of a Tax Hearing Officer by a political subdivision to hear and decide such an appeal; and

**WHEREAS**, under Section 8432 of such Act of 1998, a political subdivision shall adopt regulations governing practice and procedure under the Local Taxpayers Bill of Rights;

**THEREFORE, BE IT RESOLVED, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY**, hereby **appoints BERKHEIMER** as its **Tax Hearing Officer** and further, adopts and incorporates the Act 50 Regulations as promulgated by Berkheimer in their entirety.

**ENACTED** into a Resolution this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY:

\_\_\_\_\_

\_\_\_\_\_

**Tanya C. Bamford, Chairman**

\_\_\_\_\_

ATTEST:

\_\_\_\_\_



RESOLUTION,

A RESOLUTION OF THE GOVERNING BOARD OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE GOVERNING BOARD TO APPOINT A LIASON BETWEEN IT AND BERKHEIMER, THE DULY APPOINTED COLLECTOR OF AMUSEMENT TAX FOR THE DISTRICT, FOR EXPRESS PURPOSE OF SHARING CONFIDENTIAL TAX INFORMATION WITH THE DISTRICT FOR OFFICIAL PURPOSES.

WHEREAS, the Local Tax Enabling Action ("LTEA"), authorizes certain political subdivisions, including MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, to provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

WHEREAS, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, has entered into contractual agreement with BERKHEIMER of Bangor, Pennsylvania, whereby and whereunder MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY appointed Berkheimer to collect the Amusement Tax; and

WHEREAS, the LTEA specifically mandates that any information gained by the appointed tax officer, his agents or by any other official or agent of the taxing district, as a result of any declarations, returns, investigations, hearings or verifications required or authorized by the taxing municipality's ordinance or resolution, be kept confidential, except for official purposes; and

WHEREAS, any person who divulges any information which is confidential under the provisions of any ordinance or resolution, upon conviction may be sentenced to pay a fine of not more than Five Hundred Dollars (\$500.00) and costs, or in default of payment of said fines and costs, to be imprisoned for a period not exceeding thirty (30) days, under Act 511; and

WHEREAS, Berkheimer requires passage of a resolution by the governing body of MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, specifying that said confidential information is needed for official purposes and absolving Berkheimer from any liability in connection with the release of said confidential information;

NOW, THEREFORE, BE IT RESOLVED that:

1. MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, hereby appoints ~~the TOWNSHIP MANAGER & DIRECTOR OF FINANCE~~ as its authorized representative to make requests upon and receive any and all tax information and records from Berkheimer, relative to the collection of taxes for MONTGOMERY TOWNSHIP, as desired and deemed necessary by MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, to be used for official purposes only; and

2. Berkheimer is hereby directed to provide and/or transmit any and all tax information and records, or any portion thereof, relating to the collection of taxes for MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, upon request, to ~~the TOWNSHIP MANAGER and/or DIRECTOR OF FINANCE~~ as the authorized contact representative for the MONTGOMERY TOWNSHIP.

3. MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, hereby saves harmless, indemnifies and/or absolves Berkheimer from and against any and all liability in connection with the release of said confidential information.

RESOLVED, ENACTED AND ADOPTED at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_,

BY: \_\_\_\_\_

\_\_\_\_\_  
**Tanya C. Bamford, Chairman**  
\_\_\_\_\_

ATTEST:  
\_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE GOVERNING BOARD OF MONTGOMERY TOWNSHIP , MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE GOVERNING BOARD TO EXECUTE AN AGREEMENT WITH BERKHEIMER WHEREUNDER BERKHEIMER IS RETAINED AS THE EXCLUSIVE TAX OFFICER FOR THE COLLECTION, ADMINISTRATION, RECEIPT AND ENFORCEMENT OF THE PROVISIONS OF THE RESPECTIVE TAX ENACTMENT OF THE GOVERNING BOARD LEVYING AND ASSESSING THE AMUSEMENT TAX FOR THE TERM HEREIN DEFINED, TOGETHER WITH SUCH EXTENSIONS AS MAY BE AGREED UPON, SAID TAX ENACTMENT HAVING BEEN ADOPTED UNDER AND PURSUANT TO THE AUTHORITY OF THE PENNSYLVANIA LOCAL TAX ENABLING ACT (ACT 511, P.L. 1257); AND APPROVING AND ADOPTING THE RULES AND REGULATIONS PREPARED BY BERKHEIMER TO ADMINISTER AND ENFORCE THE AMUSEMENT TAX.

WHEREAS, the Local Tax Enabling Act (LTEA), authorizes certain political subdivisions, including, MONTGOMERY TOWNSHIP , MONTGOMERY COUNTY, to levy, assess and collect a tax and impose a tax on sales of admission to amusements, as therein with more particularity specified, generally and hereinafter referred to as the **Amusement Tax**; and

WHEREAS, including, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, by Resolution and/or Ordinance, has levied, assessed and provided for the collection of such Amusement Tax; and

WHEREAS, the LTEA, specifies that any such political subdivision may provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

WHEREAS, including, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, and Berkheimer have negotiated an Agreement whereby and whereunder it will hire Berkheimer to collect the Amusement Tax levied by MONTGOMERY TOWNSHIP , MONTGOMERY COUNTY, and

WHEREAS, including MONTGOMERY TOWNSHIP , MONTGOMERY COUNTY, recognizes the legal obligation and practical necessity for Berkheimer to establish and maintain consistent rules and regulations to be used in the efficient administration and collection of said taxes;

THEREFORE, BE IT RESOLVED that

1. MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, hereby appoints BERKHEIMER as its exclusive collector of its AMUSEMENT TAXES for the initial term commencing January 1, 2021, and ending December 31, 2023, and any subsequent renewal terms thereafter, said initial and renewal periods to include all quarterly and annual collections pertinent to the tax years therein. This appointment resolution shall be deemed to encompass any renewal terms agreed upon by the parties without further reenactment of this resolution or re-appointment.

2. Further, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, APPROVES AND ADOPTS the Agreement negotiated with Berkheimer for the collection of the AMUSEMENT TAX.

3. Any resolution or part of this resolution conflicting with the provisions of this resolution be and the same are hereby repealed to the extent of such conflict.

ENACTED into a RESOLUTION this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.


BY: \_\_\_\_\_

**Tanya C. Bamford, Chairman**

ATTEST:

\_\_\_\_\_

**AGREEMENT**

**THIS AGREEMENT**, Made and entered into, in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, By and Between **MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY**, Pennsylvania, hereinafter referred to as "CLIENT," and **H. A. BERKHEIMER, INC.**, a Pennsylvania corporation, with its principal offices at 50 North Seventh Street, Bangor, Northampton County, Pennsylvania, trading as "Berkheimer Tax Administrator" (  ), hereinafter referred to as "BERKHEIMER."

**WITNESSETH:**

**WHEREAS**, the Local Tax Enabling Act ("LTEA"), authorizes certain political subdivisions, including CLIENT, to levy, assess and impose a tax on sales of admission to amusements, as therein with more particularity specified, generally and hereinafter referred to as the "**Amusement Tax**"; and

**WHEREAS**, CLIENT, has levied, assessed and provided for the collection of an Amusement Tax under the LTEA; and

**WHEREAS**, the LTEA, specifies that any such political subdivision may provide for the creation of such bureaus or the appointment and compensation of such clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

**WHEREAS**, BERKHEIMER has represented to CLIENT that it is competent, experienced and qualified to perform in the capacity of Amusement Tax Collector for CLIENT; and

**WHEREAS**, CLIENT and BERKHEIMER have negotiated an Agreement whereby and whereunder CLIENT will appoint and/or hire BERKHEIMER to exclusively collect the Amusement Tax levied by CLIENT; and

**WHEREAS**, the terms and form of this written Agreement, in which the parties have embodied the verbal understanding heretofore reached by them, have been submitted to, approved by and the execution hereof authorized by Resolution and/or Ordinance of CLIENT duly and regularly passed;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration, the parties hereto, each intending to be legally bound hereby, do covenant and agree as follows:

1. **Designation as Tax Collector.** CLIENT does hereby designate and employ BERKHEIMER as the exclusive Collector of the Amusement Tax levied by CLIENT for the term commencing **January 1, 2021**, and ending **December 31, 2023**, and as may be renewed. Said term shall be deemed to include all annual and estimated collections for each tax year herein. BERKHEIMER shall perform all of the duties and shall have all of the powers of the exclusive Tax Collector of the CLIENT for the collection of the Amusement Tax, as conferred and designated by the Ordinances of the CLIENT, by the applicable provisions of the LTEA and any successor laws thereto. To the extent applicable to BERKHEIMER in its capacity as such Tax Collector, BERKHEIMER shall be subject to the requirements, provisions, and penalties provided in the Ordinances of the CLIENT, the LTEA and any successor laws thereto.

2. **Duties of Berkheimer.** In the collection of CLIENT's Amusement Tax, BERKHEIMER agrees as follows:

(a) to perform, at its expense, all of the necessary work and/or labor and to supply all necessary forms, notices, modern accounting equipment, facilities and materials and all else necessary to efficiently administer, enforce and collect the Amusement Tax levied by CLIENT;

(b) to exclusively collect, administer, receive and enforce the provisions of CLIENT's Amusement Tax enactments, the LTEA and any subsequent laws relative to same;

(c) to collect and receive the taxes, fines, interest and penalties levied and imposed by CLIENT's tax enactment and maintain a record showing the amount received by it from each taxpayer paying same and the date of such collection and receipt;

(d) to furnish to CLIENT a bond with corporate surety in an amount sufficient to cover collections which, under the terms hereto, shall remain undistributed in the control of BERKHEIMER at any time;

(e) to promptly deposit all sums collected by it in a banking institution of its choice and in an account designated as "Berkheimer Associates Tax Account," which need not be separate and segregated from other taxes or funds of other taxing bodies collected by BERKHEIMER, and to disburse to CLIENT all collected sums identified by BERKHEIMER as legally due CLIENT during each calendar month, reconciling disbursements not later than the twenty-fifth (25<sup>th</sup>) day of the next succeeding month;

(f) to provide to CLIENT, on or about the twentieth (20<sup>th</sup>) day of each calendar month, a written report identifying separately, without individual names or amounts, all taxes, interest, penalties and fines collected under this Agreement during the preceding calendar month; and

(g) to advise CLIENT of any errors which it may discover committed in the collection of CLIENT's Amusement Tax prior to BERKHEIMER's tenure as Amusement Tax Collector, including but not limited to errors in tax distributions and/or inaccurate tax records, which may have been caused or created by the CLIENT or its duly elected or appointed officials, agents or tax collectors, past or present, and to correct said errors to the best of its ability. To the extent that BERKHEIMER is required to correct said prior collection errors, CLIENT hereby indemnifies BERKHEIMER from and against any and all loss, damage or claim relative to uncollected tax revenue caused by said prior collection errors and/or BERKHEIMER's inability to correct same.

3. **Compensation.** CLIENT agrees to compensate and reimburse BERKHEIMER for all of BERKHEIMER's services and for all materials furnished including, but not limited to, expenditures made by BERKHEIMER for equipment, supplies, personnel and related expenses, except postage, in an amount equal to **Two and Twenty-Five One Hundredths percent (2.25%)** of the gross Amusement Tax collected by BERKHEIMER, which compensation and reimbursement shall be known as "BERKHEIMER's commission." This commission rate shall be effective throughout the term of this Agreement except in the event of a change in the rate of the tax levy. In the event of such change the rate of commission shall be immediately open for negotiation and be considered as a change in the terms of the agreement. CLIENT agrees that BERKHEIMER shall retain said commission from the proceeds of any tax sums collected and shall not be transmitted with the monthly reconciliation payment. CLIENT shall be liable for all postage charges incurred by BERKHEIMER.

4. **Client Contact.** CLIENT agrees to appoint a specific individual or individuals as its authorized representative to make requests upon and receive any and all tax information and records from Berkheimer Associates, relative to the collection of taxes for CLIENT, as desired and deemed necessary by CLIENT, to be used for official purposes only.

5. **Duties of Client.** CLIENT expressly agrees to do the following

- (a) at its sole expense, publish all legal notices required to be published in any newspaper of general circulation and/or in the necessary legal journals by the laws of the Commonwealth of Pennsylvania in the enactment and/or administration of the CLIENT's tax enactment;
- (b) provide BERKHEIMER with its most recent tax records and tax rolls;
- (c) provide to BERKHEIMER information sufficient to maintain and update said tax records and rolls. The parties agree and acknowledge that BERKHEIMER shall use its best

reasonable efforts to update CLIENT's tax rolls during its tenure as Tax Collector, using those resources available to it; however, CLIENT bears the ultimate responsibility for updating said tax rolls;

(d) designate and authorize BERKHEIMER to appear before any district court, or other local court, including without limitation, any court of common pleas in which legal proceedings may be brought for the purpose of collecting Amusement Tax herein and to give BERKHEIMER actual and/or apparent authority to settle any lawsuit brought by BERKHEIMER for the collection of the Tax. BERKHEIMER shall use its best judgment and expertise in settling said collection lawsuits;

(e) provide to BERKHEIMER all necessary appointment resolutions, confidentiality resolutions, tax enactments and other documents not previously identified herein for the collection of the Amusement Tax; and

(f) at BERKHEIMER's election, provide at CLIENT's expense, legal representation through its solicitor on any matter relative to the collection, enforcement, administration and/or the validity and constitutionality of the CLIENT's Amusement Tax.

6. **Audit.** Except as set forth in this provision, or as otherwise required by law, BERKHEIMER shall not be required to either submit to or provide for any other type of audit or inspection of tax collection records.

7. **Non-liability of Berkheimer & Disclaimer.** CLIENT shall hold harmless and indemnify BERKHEIMER from and against any and all loss, damage or claim for actual or attempted Amusement Tax collection(s) arising from:

(a) incorrect, illegal or improper tax records submitted by CLIENT to BERKHEIMER;

(b) incorrect, illegal or improper tax information submitted by taxpayers and/or employers located within CLIENT's jurisdiction, to BERKHEIMER;

(c) incorrect, illegal or improper tax information submitted by any other source to BERKHEIMER, including without limitation, another tax collector or taxing district, upon which BERKHEIMER can reasonably be expected to rely upon;

(d) the withholding of correct, legal or proper information by CLIENT from BERKHEIMER;

(e) the withholding of correct, legal and proper information by taxpayers and/or employers located within CLIENT's jurisdiction, from BERKHEIMER; and

(f) the withholding of correct, legal and proper information by any other source from BERKHEIMER, including without limitation, another tax collector or taxing district, upon which BERKHEIMER can reasonably be expected to rely upon.

BERKHEIMER does not expressly or impliedly guarantee to CLIENT that it will collect a sum certain for CLIENT in any given tax year. BERKHEIMER shall not be responsible to defend or uphold the validity, legality, or constitutionality of CLIENT's Amusement Tax Ordinance/Resolution except to the extent that the legality of same is challenged in response to a collection suit filed by BERKHEIMER for and on behalf of CLIENT. To the extent BERKHEIMER advises CLIENT of any errors which it may discover committed in the collection of CLIENT's Amusement Tax prior to BERKHEIMER's tenure as Amusement Tax Collector, including but not limited to errors in tax distributions and/or inaccurate tax records, which may have been caused or created by the CLIENT or its duly elected or appointed officials, agents or tax collectors, past or present, and to correct said errors to the best of its ability and to the extent that BERKHEIMER is required to correct said prior collection errors, CLIENT hereby indemnifies BERKHEIMER from and against any and all loss, damage or claim relative to uncollected tax revenue caused by said prior collection errors and/or BERKHEIMER's inability to correct same. BERKHEIMER shall not be



ultimately responsible for the maintenance or update of and does not guarantee the accuracy of CLIENT's tax rolls.

**BERKHEIMER DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. SPECIFICALLY, THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSES FOR THE SERVICES TO BE PROVIDED HEREUNDER.**

BERKHEIMER shall not be liable to CLIENT for any damage arising from any event that is out of the control of BERKHEIMER. BERKHEIMER shall not be liable for any requested and proven taxpayer refunds or interest thereon. Neither shall BERKHEIMER be liable to CLIENT for indirect, special, incidental, exemplary, consequential, or any other form of monetary damages, including without limitation, lost revenue, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of BERKHEIMER, or the provision of services or performance hereunder, whether based in contract, tort or any other legal theory, and whether or not BERKHEIMER has been aware of the possibility of such damages. Any damages not excluded by this provision or the Agreement in general shall be limited to proven direct damages that CLIENT shall have the duty to mitigate.

8. **Renewal.** Either party may terminate this Agreement at the expiration of the term created herein by giving to the other written notice of its intention to do so at least ninety (90) days prior to the actual ending date of the current term of appointment; however, in default of such notice, this Agreement, with all the conditions and covenants thereof, shall continue in full force and effect for the additional period of **one year (1)** and so on for **one-year periods** thereafter until terminated by either party giving to the other ninety (90) days written notice of intention to terminate said Agreement prior to the expiration of the then current term. In the event of termination of this Agreement, either at the expiration of initial collection term or subsequent renewal terms,

BERKHEIMER shall complete, and have the opportunity and right to complete its tax collections for the then current term and shall be compensated accordingly under the terms of this Agreement.

9. **Records.** BERKHEIMER shall deliver to CLIENT alphabetical lists of all taxpayers located in the CLIENT's jurisdiction at the time the Agreement expires and reports of payments posted by BERKHEIMER during the preceding tax year upon termination of this Agreement and at the end of any two (2) year extension period, more fully described herein. In the event of termination of this Agreement, either at the expiration of initial collection term or subsequent renewal terms, BERKHEIMER reserves the right to retain said information/records until such time that it has fully completed its obligations under this Agreement to collect taxes for the term set forth herein or any subsequent renewal term for a period not to exceed two (2) years. Any taxpayer account(s) under or subject to civil or criminal litigation commenced by BERKHEIMER, wage garnishment, and/or payment plan, shall remain with BERKHEIMER until such collection action is completed and BERKHEIMER shall be compensated for such collections pursuant to the terms of this Agreement.. BERKHEIMER shall have the right to deliver said information to CLIENT in a form it so chooses and mutually agreeable to both parties. In the event that the parties cannot agree upon an acceptable format to deliver said records, BERKHEIMER shall deliver said records in an universal computer, Delimited, flat data file. Moreover, in the event said records or information are contained within and made a part of similar records relating to the collection of taxes of other political subdivisions whose taxes are also collected by BERKHEIMER, then in that event, the CLIENT shall not be entitled to receive non-CLIENT records. However, CLIENT shall have the right to make copies of said records or to examine same in the office of BERKHEIMER for the purpose of obtaining such information as it relates solely and exclusively to the collection of the tax from taxpayers of CLIENT. BERKHEIMER shall not be required to deliver to CLIENT any source documents such as taxpayer returns or filings. In no event shall BERKHEIMER be required to deliver

said information/records to any person or entity other than to CLIENT, including but not limited to any successor tax collectors. Computer hardware and software utilized by BERKHEIMER in the tax collection process is, and shall remain, the exclusive property of BERKHEIMER.

10. **Tax Enactment/Regulations.** Incorporated by reference into this Agreement is the CLIENT's Amusement Tax Resolution/Ordinance and other pertinent materials relating to the Amusement Tax as adopted from time to time by CLIENT. Concurrently with the execution hereof, CLIENT has delivered to BERKHEIMER a copy of the Amusement Tax Resolution and/or Ordinance of CLIENT, of the Resolution and/or Ordinance approving these Articles of Agreement and appointing BERKHEIMER as Tax Collector/Collector, and other pertinent materials relating to the Amusement Tax of CLIENT. In the event that the CLIENT's tax enactment is declared invalid or repealed for any reason whatsoever following the execution of this Agreement, CLIENT shall remain liable to BERKHEIMER for any and all reasonable costs and expenses incurred and collection fees for services rendered by BERKHEIMER in the collection of the Amusement Tax until such time that the alleged invalidity has been finally adjudicated or such repeal finalized. If any provision of the CLIENT's tax enactment is challenged in a court of competent jurisdiction, BERKHEIMER shall be permitted to continue with its collection efforts until final adjudication, unless otherwise enjoined by the court. CLIENT agrees to deliver to BERKHEIMER, within thirty (30) days after enactment, all amendments to the Amusement Tax Resolution and/or Ordinance and to the rules and regulations pertaining thereto.

11. **Miscellaneous Charges.** In addition to the aforestated commission, the costs of collecting delinquent taxes incurred by BERKHEIMER may be assessed to the taxpayer and retained by BERKHEIMER as allowed by law. BERKHEIMER will advance the required filing fees and any costs imposed by the court for any legal proceeding to enforce a tax obligation. Unless and until paid by the taxpayer, the CLIENT shall be liable for the aforementioned fees. BERKHEIMER will deduct

the filing fees or costs from a subsequent distribution of tax to CLIENT and thereafter will credit the amount to the CLIENT if and when it is paid by the taxpayer. CLIENT shall be solely responsible for and fully reimburse BERKHEIMER for all costs of any legal proceedings undertaken to administer, enforce or otherwise collect Amusement Tax. At BERKHEIMER's election, CLIENT shall make available at CLIENT's expense, the CLIENT's solicitor for purposes of conducting any legal proceedings on the CLIENT's behalf and related legal representation. Additionally, the parties acknowledge and agree that BERKHEIMER is authorized to retain excess bank earning credits to offset any bank item processing fees incurred by BERKHEIMER.

12. **Interest.** Notwithstanding any other provisions of this Agreement, the parties agree and acknowledge that any monies that are unidentified or are to be forwarded to other taxing districts may be held by BERKHEIMER in an interest bearing account until CLIENT or BERKHEIMER determines where said monies should be paid. Any interest accrued on such funds shall be retained by BERKHEIMER as its compensation for the handling, processing and distribution of such funds with no additional charge being made to CLIENT for this service.

13. **Non-Competition.** During the Term of Appointment and/or any renewal thereof, and for the two (2) year extension period thereafter, CLIENT agrees not to solicit or hire for employment any current or past employee of BERKHEIMER for services as an independent contractor, employee of otherwise in such a capacity that competes with the services and/or business of BERKHEIMER.

14. **Dispute Resolution.** Any dispute, controversy or claim arising out of or under this agreement or its performance shall first be negotiated by the parties, and if an acceptable resolution does not result shall be submitted to arbitration which shall be exclusive, final, binding and conducted in accordance with the Pennsylvania's Uniform Arbitration Act, 42 Pa.C.S.A. §7321.1 *et seq.*, and shall be nonappealable except in accordance with such act. Each party shall appoint one such arbitrator,

and a third arbitrator shall be chosen by the two arbitrators aforementioned within five days after their appointment. The decision of the majority of such arbitrators shall be binding and conclusive upon the parties hereto. The appointment of such arbitrators shall be made within five days after receiving notice from any one of the parties hereto to make such appointment. The failure of any one of the parties to so appoint an arbitrator, shall authorize the other to make an appointment for it. If such two arbitrators shall fail or be unable within five days to select a third arbitrator, then and in such event, any Judge of the Common Pleas Court of Northampton County, upon application made by any one of the parties hereto for that purpose, is authorized and empowered to appoint such additional arbitrator.

15. **Breach of Contract.** If a party breaches any material term of this Agreement and fails to remedy the breach within sixty (60) days of receipt of written notice from the non-breaching party, the non-breaching party may terminate this Agreement for cause. Any other claims for damages resulting from the alleged breach must be handled through the dispute resolution process set forth in paragraph 14 above.

16. **Effect of Termination.** In the event that this Agreement is terminated at the end of any Term of Appointment or renewal thereof, and upon BERKHEIMER's completion of its collections, no term, right, or duty imposed by this Agreement upon a party, with the exception of those rights contained in paragraphs 9, 13 and 14 pertaining to tax collection records, CLIENT's non-competition with BERKHEIMER and the dispute resolution process, shall be deemed or construed to survive the termination of the Agreement as a whole.

17. **Notices.** Any notice given hereunder by either party to the other shall in writing and shall be deemed given when delivered personally or five (5) days after being sent by certified mail, return receipt requested, as follows

If to the CLIENT:  
**Montgomer Township**  
**1001 Stump Road**  
**Montgomeryville, PA 18936**

If to BERKHEIMER:  
50 North Seventh Street  
Bangor, PA 18013  
Attention: Client Services Department

18. **Miscellaneous.** In the event that any phrase, clause, sentence or paragraph of this Agreement is declared invalid by any court of competent jurisdiction, this Agreement shall survive such declaration of invalidity as regards all portions of the Agreement not specifically declared invalid. The headings contained in this Agreement are for the convenience of the parties only. This Agreement shall be deemed to have been made under and shall be governed by the laws of the Commonwealth

of Pennsylvania. This Agreement represents the entire Agreement between the parties and any modification of same must be in writing to be valid. This Agreement shall binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year as above written.

**H.A. BERKHEIMER, INC.**

**MONTGOMERY TOWNSHIP  
MONTGOMERY COUNTY**

BY: *Patricia A. McNamara*  
Patricia A. McNamara, President

BY: \_\_\_\_\_  
Tanya C. Bamford, Chairman

ATTEST:

BY: *Henry U. Sandt, Jr.*  
Henry U. Sandt, Jr., Secretary/Treasurer

BY: \_\_\_\_\_  
Secretary



**RESOLUTION**

**A RESOLUTION OF THE GOVERNING BOARD OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE GOVERNING BOARD TO APPOINT A LIASON BETWEEN IT AND BERKHEIMER, THE DULY APPOINTED COLLECTOR OF THE BUSINESS PRIVILEGE TAX FOR THE DISTRICT, FOR THE EXPRESS PURPOSE OF SHARING CONFIDENTIAL TAX INFORMATION WITH THE DISTRICT FOR OFFICIAL PURPOSES.**

**WHEREAS**, the Local Tax Enabling Act ("LTEA"), authorizes certain political subdivisions, including **MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY**, to provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

**WHEREAS**, **MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY**, has entered into contractual agreement with **BERKHEIMER** of Bangor, Pennsylvania, whereby and whereunder **MONTGOMERY TOWNSHIP** appointed Berkheimer to collect the **BUSINESS PRIVILEGE & MERCANTILE TAX**; and

**WHEREAS**, the LTEA specifically mandates that any information gained by the appointed tax officer, his agents or by any other official or agent of the taxing district, as a result of any declarations, returns, investigations, hearings or verifications required or authorized by the taxing municipality's ordinance or resolution, be kept confidential, except for official purposes; and

**WHEREAS**, any person who divulges any information which is confidential under the provisions of any ordinance or resolution, upon conviction may be subject to fines and/or imprisonment, upon conviction, and dismissal from office or discharge from employment; and

**WHEREAS**, Berkheimer requires passage of a resolution by the governing body of **MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY** specifying that said confidential information is needed for official purposes and absolving Berkheimer from any liability in connection with the release of said confidential information;

**NOW, THEREFORE, BE IT RESOLVED** that:

1. **MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY** hereby **appoints ~~the TOWNSHIP MANAGER & DIRECTOR OF FINANCE~~** as its authorized representative to make requests upon and receive any and all tax information and records **from Berkheimer**, relative to the collection of taxes for **MONTGOMERY TOWNSHIP**, as desired and deemed necessary by **MONTGOMERY TOWNSHIP**, to be used for official purposes only; and
2. Berkheimer is hereby directed to provide and/or transmit any and all tax information and records, or any portion thereof, relating to the collection of taxes for the **MONTGOMERY TOWNSHIP**, upon request, to **~~the TOWNSHIP MANAGER and/or DIRECTOR of FINANCE~~** as the authorized contact representative for it.
3. **MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY** hereby saves harmless, indemnifies and/or absolves Berkheimer from and against any and all liability in connection with the release of said confidential information.

**RESOLVED, ENACTED AND ADOPTED** at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_

BY: \_\_\_\_\_  
**Tanya C. Bamford, Chairman**  
\_\_\_\_\_

ATTEST:  
\_\_\_\_\_



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE GOVERNING BOARD OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE GOVERNING BOARD TO EXECUTE AN AGREEMENT WITH BERKHEIMER WHEREUNDER BERKHEIMER IS RETAINED AS THE EXCLUSIVE TAX OFFICER FOR THE COLLECTION, ADMINISTRATION, RECEIPT AND ENFORCEMENT OF THE PROVISIONS OF THE RESPECTIVE TAX ENACTMENT OF THE GOVERNING BOARD LEVYING AND ASSESSING THE BUSINESS PRIVILEGE & MERCANTILE TAX FOR THE TERM HEREIN DEFINED, TOGETHER WITH SUCH EXTENSIONS AS MAY BE AGREED UPON, SAID TAX ENACTMENT HAVING BEEN ADOPTED UNDER AND PURSUANT TO THE AUTHORITY OF THE PENNSYLVANIA LOCAL TAX ENABLING ACT (ACT 511, P.L. 1257); AND APPROVING AND ADOPTING THE RULES AND REGULATIONS PREPARED BY BERKHEIMER TO ADMINISTER AND ENFORCE THE BUSINESS PRIVILEGE & MERCANTILE TAX.

WHEREAS, the Local Tax Enabling Act ("LTEA"), authorizes certain political subdivisions, including, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, to levy, assess and collect a tax on the privilege of engaging in a business, as therein with more particularity specified, generally and hereinafter referred to as the **Business Privilege & Mercantile Tax**; and

WHEREAS, including, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, by Resolution and/or Ordinance, has levied, assessed and provided for the collection of such Business Privilege & Mercantile Tax; and

WHEREAS, the LTEA, specifies that any such political subdivision may provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

WHEREAS, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, and Berkheimer have negotiated an Agreement whereby and whereunder it will hire Berkheimer to collect the Business Privilege & Mercantile Tax levied by MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, and

WHEREAS, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, recognizes the legal obligation and practical necessity for Berkheimer to establish and maintain consistent rules and regulations to be used in the efficient administration and collection of said taxes;

THEREFORE, BE IT RESOLVED that

1. MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY hereby **appoints BERKHEIMER** as its exclusive **collector** of its **BUSINESS PRIVILEGE & MERCANTILE TAXES** for the initial term commencing **January 1, 2021** and ending **December 31, 2023**, and any subsequent renewal terms thereafter, said initial and renewal periods to include all quarterly and annual collections pertinent to the tax years therein. This appointment resolution shall be deemed to encompass any renewal terms agreed upon by the parties without further reenactment of this resolution or re-appointment.

2. Further, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY APPROVES AND ADOPTS the Agreement negotiated with Berkheimer for the collection of the BUSINESS PRIVILEGE & MERCANTILE TAX.

3. And further, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY adopts and incorporates the Business Privilege & Mercantile Tax Rules and Regulations as promulgated by Berkheimer, in their entirety.

4. Any resolution or part of this resolution conflicting with the provisions of this resolution be and the same are hereby repealed to the extent of such conflict.

ENACTED into a RESOLUTION this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY:

\_\_\_\_\_  
**Tanya C. Bamford, Chairman**  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

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**AGREEMENT**

**THIS AGREEMENT**, Made and entered into, in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, By and Between **MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY**, Pennsylvania, hereinafter referred to as "CLIENT," and **H.A. BERKHEIMER, INC.**, a Pennsylvania corporation, with its principal offices at 50 North Seventh Street, Bangor, Northampton County, Pennsylvania, trading as "Berkheimer Tax Administrator"

(  ) hereinafter referred to as "BERKHEIMER."

**WITNESSETH:**

**WHEREAS**, the Local Tax Enabling Act ("LTEA"), authorizes certain political subdivisions, including CLIENT, to levy, assess and collect a tax on upon the privilege of engaging in a business and/or gross receipts of goods and articles sold, as therein with more particularity specified, generally and hereinafter referred to as the "**Business Privilege/Mercantile Tax**"; and

**WHEREAS**, CLIENT, has levied, assessed and provided for the collection of an Business Privilege/Mercantile Tax under the LTEA; and

**WHEREAS**, the LTEA, specifies that any such political subdivision may provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

**WHEREAS**, BERKHEIMER has represented to CLIENT that it is competent, experienced and qualified to perform in the capacity of Business Privilege/Mercantile Tax Collector for CLIENT; and

**WHEREAS**, CLIENT and BERKHEIMER have negotiated an Agreement whereby and whereunder CLIENT will appoint and/or hire BERKHEIMER to exclusively collect the Business Privilege/Mercantile Tax levied by CLIENT; and

**WHEREAS**, the terms and form of this written Agreement, in which the parties have embodied the verbal understanding heretofore reached by them, have been submitted to, approved by and the execution hereof authorized by Resolution and/or Ordinance of CLIENT duly and regularly passed;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration, the parties hereto, each intending to be legally bound hereby, do covenant and agree as follows:

1. **Designation as Tax Collector.** CLIENT does hereby designate and employ BERKHEIMER as the exclusive Collector of the Business Privilege/Mercantile Tax levied by CLIENT for the term commencing January 1, 2021 and ending December 31, 2023, and as may be renewed. Said term shall be deemed to include all annual and estimated collections for each tax year herein. BERKHEIMER shall perform all of the duties and shall have all of the powers of the exclusive Tax Collector of the CLIENT for the collection of the Business Privilege/Mercantile Tax, as conferred and designated by the Ordinances of the CLIENT, by the applicable provisions of the LTEA and any successor laws thereto. To the extent applicable to BERKHEIMER in its capacity as such Tax Collector, BERKHEIMER shall be subject to the requirements, provisions, and penalties provided in the Ordinances of the CLIENT, the LTEA and any successor laws thereto.

2. **Duties of Berkheimer.** In the collection of CLIENT's Business Privilege/Mercantile Tax, BERKHEIMER agrees as follows:

(a) to perform, at its expense, all of the necessary work and/or labor and to supply all necessary forms, notices, modern accounting equipment, facilities and materials and all else necessary to efficiently administer, enforce and collect the Business Privilege/Mercantile Tax levied by CLIENT;

(b) to exclusively collect, administer, receive and enforce the provisions of CLIENT's Business Privilege/Mercantile Tax enactments, the LTEA and any subsequent laws relative to same;

(c) to collect and receive the taxes, fines, interest and penalties levied and imposed by CLIENT's tax enactment and maintain a record showing the amount received by it from each taxpayer paying same and the date of such collection and receipt;

(d) to furnish to CLIENT a bond with corporate surety in an amount sufficient to cover collections which, under the terms hereto, shall remain undistributed in the control of BERKHEIMER at any time;

(e) to promptly deposit all sums collected by it in a banking institution of its choice and in an account designated as "Berkheimer Tax Account," which need not be separate and segregated from other taxes or funds of other taxing bodies collected by BERKHEIMER, and to disburse to CLIENT all collected sums identified by BERKHEIMER as legally due CLIENT during each calendar month, reconciling disbursements not later than the twenty-fifth (25<sup>th</sup>) day of the next succeeding month;

(f) to provide to CLIENT, on or about the twentieth (20<sup>th</sup>) day of each calendar month, a written report identifying separately, without individual names or amounts, all taxes, interest, penalties and fines collected under this Agreement during the preceding calendar month; and

(g) to advise CLIENT of any errors which it may discover committed in the collection of CLIENT's Business Privilege/Mercantile Tax prior to BERKHEIMER's tenure as Business Privilege/Mercantile Tax Collector, including but not limited to errors in tax distributions and/or inaccurate tax records, which may have been caused or created by the CLIENT or its duly elected or appointed officials, agents or tax collectors, past or present, and to correct said errors to the best of its ability. To the extent that BERKHEIMER is required to correct said prior collection

errors, CLIENT hereby indemnifies BERKHEIMER from and against any and all loss, damage or claim relative to uncollected tax revenue caused by said prior collection errors and/or BERKHEIMER's inability to correct same.

3. **Compensation.** CLIENT agrees to compensate and reimburse BERKHEIMER for all of BERKHEIMER's services and for all materials furnished including, but not limited to, expenditures made by BERKHEIMER for equipment, supplies, personnel and related expenses, , except postage, in an amount equal to **two and twenty-five one hundredths percent (2.25%)** of the gross Business Privilege/Mercantile Tax collected by BERKHEIMER, which compensation and reimbursement shall be known as "BERKHEIMER's commission." This commission shall be effective throughout the term of this Agreement except in the event of a change in the rate of the tax levy. In the event of such change the rate of commission shall be immediately open for negotiation and be considered as a change in the terms of the agreement. CLIENT agrees that BERKHEIMER shall retain said commission from the proceeds of any tax sums collected and shall not be transmitted with the monthly reconciliation payment. ***CLIENT shall be liable for all postage charges incurred by BERKHEIMER.***

4. **Client Contact.** CLIENT agrees to appoint a specific individual or individuals as its authorized representative to make requests upon and receive any and all tax information and records from Berkheimer Associates, relative to the collection of taxes for CLIENT, as desired and deemed necessary by CLIENT, to be used for official purposes only.

5. **Duties of Client.** CLIENT expressly agrees to do the following

(a) at its sole expense, publish all legal notices required to be published in any newspaper of general circulation and/or in the necessary legal journals by the laws of the Commonwealth of Pennsylvania in the enactment and/or administration of the CLIENT's tax enactment;

- (b) provide BERKHEIMER with its most recent tax records and tax rolls;
- (c) provide to BERKHEIMER information sufficient to maintain and update said tax records and rolls. The parties agree and acknowledge that BERKHEIMER shall use its best reasonable efforts to update CLIENT's tax rolls during its tenure as Tax Collector, using those resources available to it; however, CLIENT bears the ultimate responsibility for updating said tax rolls;
- (d) designate and authorize BERKHEIMER to appear before any district court, or other local court, including without limitation, any court of common pleas in which legal proceedings may be brought for the purpose of collecting Business Privilege/Mercantile Tax herein and to give BERKHEIMER actual and/or apparent authority to settle any lawsuit brought by BERKHEIMER for the collection of the Tax. BERKHEIMER shall use its best judgment and expertise in settling said collection lawsuits;
- (e) provide to BERKHEIMER all necessary appointment resolutions, confidentiality resolutions, tax enactments and other documents not previously identified herein for the collection of the Business Privilege/Mercantile Tax; and
- (f) at BERKHEIMER's election, provide at CLIENT's expense, legal representation through its solicitor on any matter relative to the collection, enforcement, administration and/or the validity and constitutionality of the CLIENT's Business Privilege/Mercantile Tax.

6. **Audit.** Except as set forth in this provision, or as otherwise required by law, BERKHEIMER shall not be required to either submit to or provide for any other type of audit or inspection of tax collection records.

7. **Non-liability of Berkheimer & Disclaimer.** CLIENT shall hold harmless and indemnify BERKHEIMER from and against any and all loss, damage or claim for actual or attempted Business Privilege/Mercantile Tax collection(s) arising from:

(a) incorrect, illegal or improper tax records submitted by CLIENT to BERKHEIMER;

(b) incorrect, illegal or improper tax information submitted by taxpayers and/or employers located within CLIENT's jurisdiction, to BERKHEIMER;

(c) incorrect, illegal or improper tax information submitted by any other source to BERKHEIMER, including without limitation, another tax collector or taxing district, upon which BERKHEIMER can reasonably be expected to rely upon;

(d) the withholding of correct, legal or proper information by CLIENT from BERKHEIMER;

(e) the withholding of correct, legal and proper information by taxpayers and/or employers located within CLIENT's jurisdiction, from BERKHEIMER; and

(f) the withholding of correct, legal and proper information by any other source from BERKHEIMER, including without limitation, another tax collector or taxing district, upon which BERKHEIMER can reasonably be expected to rely upon.

BERKHEIMER does not expressly or impliedly guarantee to CLIENT that it will collect a sum certain for CLIENT in any given tax year. BERKHEIMER shall not be responsible to defend or uphold the validity, legality, or constitutionality of CLIENT's Business Privilege/Mercantile Tax Ordinance/Resolution except to the extent that the legality of same is challenged in response to a collection suit filed by BERKHEIMER for and on behalf of CLIENT. To the extent BERKHEIMER advises CLIENT of any errors which it may discover committed in the collection of CLIENT's Business Privilege/Mercantile Tax prior to BERKHEIMER's tenure as Business Privilege/Mercantile Tax Collector, including but not limited to errors in tax distributions and/or inaccurate tax records, which may have been caused or created by the CLIENT or its duly elected or appointed officials, agents or tax collectors, past or present, and to correct said errors to the best of



its ability and to the extent that BERKHEIMER is required to correct said prior collection errors, CLIENT hereby indemnifies BERKHEIMER from and against any and all loss, damage or claim relative to uncollected tax revenue caused by said prior collection errors and/or BERKHEIMER's inability to correct same. BERKHEIMER shall not be ultimately responsible for the maintenance or update of and does not guarantee the accuracy of CLIENT's tax rolls.

**BERKHEIMER DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. SPECIFICALLY, THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE SERVICES TO BE PROVIDED HEREUNDER.**

BERKHEIMER shall not be liable to CLIENT for any damage arising from any event that is out of the control of BERKHEIMER. BERKHEIMER shall not be liable for any requested and proven taxpayer refunds or interest thereon. Neither shall BERKHEIMER be liable to CLIENT for indirect, special, incidental, exemplary, consequential, or any other form of monetary damages, including without limitation, lost revenue, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of BERKHEIMER, or the provision of services or performance hereunder, whether based in contract, tort or any other legal theory, and whether or not BERKHEIMER has been aware of the possibility of such damages. Any damages not excluded by this provision or the Agreement in general shall be limited to proven direct damages that CLIENT shall have the duty to mitigate.

8. **Renewal.** Either party may terminate this Agreement at the expiration of the term created herein by giving to the other written notice of its intention to do so at least ninety (90) days prior to the actual ending date of the current term of appointment; however, in default of such notice, this Agreement, with all the conditions and covenants thereof, shall continue in full force and effect for the additional period of **one (1) year** and so on for **one-year periods** thereafter until

terminated by either party giving to the other ninety (90) days written notice of intention to terminate said Agreement prior to the expiration of the then current term. In the event of termination of this Agreement, either at the expiration of initial collection term or subsequent renewal terms, BERKHEIMER shall complete, and have the opportunity and right to complete its tax collections for the then current term and shall be compensated accordingly under the terms of this Agreement.

9. **Records.** BERKHEIMER shall deliver to CLIENT alphabetical lists of all taxpayers located in the CLIENT's jurisdiction at the time the Agreement expires and reports of payments posted by BERKHEIMER during the preceding tax year upon termination of this Agreement and at the end of any two (2) year extension period, more fully described herein.. In the event of termination of this Agreement, either at the expiration of initial collection term or subsequent renewal terms, BERKHEIMER reserves the right to retain said information/records until such time that it has fully completed its obligations under this Agreement to collect taxes for the term set forth herein or any subsequent renewal term for a period not to exceed two (2) years. Any taxpayer account(s) under or subject to civil or criminal litigation commenced by BERKHEIMER, wage garnishment, and/or payment plan, shall remain with BERKHEIMER until such collection action is completed and BERKHEIMER shall be compensated for such collections pursuant to the terms of this Agreement.. BERKHEIMER shall have the right to deliver said information to CLIENT in a form it so chooses and mutually agreeable to both parties. In the event that the parties cannot agree upon an acceptable format to deliver said records, BERKHEIMER shall deliver said records in an universal computer, Delimited, flat data file. Moreover, in the event said records or information are contained within and made a part of similar records relating to the collection of taxes of other political subdivisions whose taxes are also collected by BERKHEIMER, then in that event, the CLIENT shall not be entitled to receive non-CLIENT records. However, CLIENT shall have the right to make copies of said records or to examine same in the office of BERKHEIMER for the purpose of

obtaining such information as it relates solely and exclusively to the collection of the tax from taxpayers of CLIENT. BERKHEIMER shall not be required to deliver to CLIENT any source documents such as taxpayer returns or filings. In no event shall BERKHEIMER be required to deliver said information/records to any person or entity other than to CLIENT, including but not limited to any successor tax collectors. Computer hardware and software utilized by BERKHEIMER in the tax collection process is, and shall remain, the exclusive property of BERKHEIMER.

10. **Tax Enactment/Regulations.** Incorporated by reference into this Agreement is the CLIENT's Business Privilege/Mercantile Tax Resolution/Ordinance and other pertinent materials relating to the Business Privilege/Mercantile Tax as adopted from time to time by CLIENT. Concurrently with the execution hereof, CLIENT has delivered to BERKHEIMER a copy of the Business Privilege/Mercantile Tax Resolution and/or Ordinance of CLIENT, of the Resolution and/or Ordinance approving these Articles of Agreement and appointing BERKHEIMER as Tax Collector/Collector, and other pertinent materials relating to the Business Privilege/Mercantile Tax of CLIENT. In the event that the CLIENT's tax enactment is declared invalid or repealed for any reason whatsoever following the execution of this Agreement, CLIENT shall remain liable to BERKHEIMER for any and all reasonable costs and expenses incurred and collection fees for services rendered by BERKHEIMER in the collection of the Business Privilege/Mercantile Tax until such time that the alleged invalidity has been finally adjudicated or such repeal finalized. If any provision of the CLIENT's tax enactment is challenged in a court of competent jurisdiction, BERKHEIMER shall be permitted to continue with its collection efforts until final adjudication, unless otherwise enjoined by the court. CLIENT approves and adopts all rules and regulations promulgated by BERKHEIMER for purposes of administration of the Business Privilege/Mercantile Tax. CLIENT agrees to deliver to BERKHEIMER, within thirty (30) days after enactment, all amendments to the

Business Privilege/Mercantile Tax Resolution and/or Ordinance and to the rules and regulations pertaining thereto.

11. **Miscellaneous Charges.** In addition to the aforestated commission, the costs of collecting delinquent taxes incurred by BERKHEIMER may be assessed to the taxpayer and retained by BERKHEIMER as allowed by law. BERKHEIMER will advance the required filing fees and any costs imposed by the court for any legal proceeding to enforce a tax obligation. Unless and until paid by the taxpayer, the CLIENT shall be liable for the aforementioned fees. BERKHEIMER will deduct the filing fees or costs from a subsequent distribution of tax to CLIENT and thereafter will credit the amount to the CLIENT if and when it is paid by the taxpayer. CLIENT shall be solely responsible for and fully reimburse BERKHEIMER for all costs of any legal proceedings undertaken to administer, enforce or otherwise collect Business Privilege/Mercantile Tax. At BERKHEIMER's election, CLIENT shall make available at CLIENT's expense, the CLIENT's solicitor for purposes of conducting any legal proceedings on the CLIENT's behalf and related legal representation. Additionally, the parties acknowledge and agree that BERKHEIMER is authorized to retain excess bank earning credits to offset any bank item processing fees incurred by BERKHEIMER.

12. **Interest.** Notwithstanding any other provisions of this Agreement, the parties agree and acknowledge that any unidentified monies or monies which are to be forwarded to other taxing districts may be held by BERKHEIMER in an interest bearing account until CLIENT or BERKHEIMER determines where said monies should be paid. Any interest accrued on such funds shall be retained by BERKHEIMER as its compensation for the handling, processing and distribution of such funds with no additional charge being made to CLIENT for this service.

13. **Non-Competition.** During the Term of Appointment and/or any renewal thereof, and for the two (2) year extension period thereafter, CLIENT agrees not to solicit or hire for employment any current or past employee of BERKHEIMER for services as an independent

contractor, employee or otherwise in such a capacity that competes with the services and/or business of BERKHEIMER.

14. **Dispute Resolution.** Any dispute, controversy or claim arising out of or under this agreement or its performance shall first be negotiated by the parties, and if an acceptable resolution does not result shall be submitted to arbitration which shall be exclusive, final, binding and conducted in accordance with the Pennsylvania's Revised Statutory Arbitration Act, 42 Pa.C.S.A. §7321.1 *et seq.*, and shall be nonappealable except in accordance with such act. Each party shall appoint one such arbitrator, and a third arbitrator shall be chosen by the two arbitrators aforementioned within five days after their appointment. The decision of the majority of such arbitrators shall be binding and conclusive upon the parties hereto. The appointment of such arbitrators shall be made within five days after receiving notice from any one of the parties hereto to make such appointment. The failure of any one of the parties to so appoint an arbitrator, shall authorize the other to make an appointment for it. If such two arbitrators shall fail or be unable within five days to select a third arbitrator, then and in such event, any Judge of the Common Pleas Court of Northampton County, upon application made by any one of the parties hereto for that purpose, is authorized and empowered to appoint such additional arbitrator.

15. **Breach of Contract.** If a party breaches any material term of this Agreement and fails to remedy the breach within sixty (60) days of receipt of written notice from the non-breaching party, the non-breaching party may terminate this Agreement for cause. Any other claims for damages resulting from the alleged breach must be handled through the dispute resolution process set forth in paragraph 14 above.

16. **Effect of Termination.** In the event that this Agreement is terminated at the end of any Term of Appointment or renewal thereof, and upon BERKHEIMER's completion of its collections, no term, right, or duty imposed by this Agreement upon a party, with the

exception of those rights contained in paragraphs 9, 13 and 14 pertaining to tax collection records, CLIENT's non-competition with BERKHEIMER and the dispute resolution process, shall be deemed or construed to survive the termination of the Agreement as a whole.

17. **Notices.** Any notice given hereunder by either party to the other shall in writing and shall be deemed given when delivered personally or five (5) days after being sent by certified mail, return receipt requested, as follows

If to the CLIENT:  
Brian Shapiro, Director of Finance  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936

If to BERKHEIMER:  
50 North Seventh Street  
Bangor, PA 18013  
Attention: Client Services Department

18. **Miscellaneous.** In the event that any phrase, clause, sentence or paragraph of this Agreement is declared invalid by any court of competent jurisdiction, this Agreement shall survive such declaration of invalidity as regards all portions of the Agreement not specifically declared invalid. The headings contained in this Agreement are for the convenience of the parties only. This Agreement shall be deemed to have been made under and shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement represents the entire Agreement between the parties and any modification of same must be in writing to be valid. This Agreement shall binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year as above written.

**H.A. BERKHEIMER, INC.**

**MONTGOMERY TOWNSHIP  
MONTGOMERY COUNTY**

BY: \_\_\_\_\_  
Patricia A. McNamara, President

BY: \_\_\_\_\_  
Tanya C. Bamford, Chairman

ATTEST:

BY: \_\_\_\_\_  
Henry U. Sandt, Jr.,  
Secretary/Treasurer

BY: \_\_\_\_\_

**berkheimer**  
tax administrator

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**

Item # 19

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SUBJECT: Consider Payment of Bills  
MEETING DATE: July 13, 2020  
BOARD LIAISON:  
INITIATED BY: Tanya C. Bamford, Chair

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BACKGROUND:

Please find attached a list of bills for your review.

PREVIOUS BOARD ACTION:

BUDGET IMPACT:

RECOMMENDATION:

MOTION/RESOLUTION:



Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 01 UNIVEST CHECKING					
06/22/2020	01	78947	100000701	STAPLES BUSINESS CREDIT	53.01
06/30/2020	01	78948	100000814	AMAZON.COM SERVICES, INC	515.97
06/30/2020	01	78949	100000407	BUXMONT MEDIA LLC	96.00
06/30/2020	01	78950	00000203	GRANTURK EQUIPMENT CO., INC.	110.03
06/30/2020	01	78951	1264	MORGAN STANLEY SMITH BARNEY INC	134,894.50
06/30/2020	01	78952	00000595	PENN VALLEY CHEMICAL COMPANY	2,500.00
07/09/2020	01	78953	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	1,098.93
07/09/2020	01	78954	00000006	ACME UNIFORMS FOR INDUSTRY	506.77
07/09/2020	01	78955	100000892	ADAM ZWISLEWSKI	40.00
07/09/2020	01	78956	00000340	ADVENT SECURITY CORPORATION	111.00
07/09/2020	01	78957	100000814	AMAZON.COM SERVICES, INC	394.43
07/09/2020	01	78958	100001560	ARACELIS MUSGROVE	35.00
07/09/2020	01	78959	00901640	BERGEY'S, INC.	1,707.38
07/09/2020	01	78960	00000209	BOUCHER & JAMES, INC.	17,156.52
07/09/2020	01	78961	100001244	BRANDI BLUSIEWICZ	90.00
07/09/2020	01	78962	100000979	BRANDON UZDZIENSKI	55.00
07/09/2020	01	78963	100001063	BRIAN ALLEN	15.00
07/09/2020	01	78964	100000331	BSN SPORTS, LLC	449.94
07/09/2020	01	78965	00000069	C L WEBER CO INC.	4.84
07/09/2020	01	78966	100000405	C.E.S.	124.30
07/09/2020	01	78967	100000319	CANDORIS	1,949.14
07/09/2020	01	78968	100000878	CARL HERR	60.00
07/09/2020	01	78969	00091234	CENERO, LLC	1,913.00
07/09/2020	01	78970	00000335	COMCAST CORPORATION	631.38
07/09/2020	01	78971	00000602	CONRAD SIEGEL	6,220.00
07/09/2020	01	78972	MISC	CQH SETTLEMENT PLANNING LLC	524.82
07/09/2020	01	78973	00000111	DAVID H. LIGHTKEP, INC.	5.67
07/09/2020	01	78974	00000208	DELL MARKETING L.P.	103.58
07/09/2020	01	78975	100000893	DONALD TUCKER	75.00
07/09/2020	01	78976	00001520	DVPLT - DELAWARE VALLEY PROPERTY &	78,982.25
07/09/2020	01	78977	00000120	DVWCT - DELAWARE VALLEY WC TRUST	56,450.00
07/09/2020	01	78978	00000152	ECKERT SEAMANS CHERIN &	8,415.00
07/09/2020	01	78979	00001837	ESI EQUIPMENT, INC.	2,100.00
07/09/2020	01	78980	00000161	EUREKA STONE QUARRY, INC.	301.24
07/09/2020	01	78981	00000611	FUN EXPRESS LLC	272.75
07/09/2020	01	78982	00000817	GILMORE & ASSOCIATES, INC.	31,185.65
07/09/2020	01	78983	00000817	VOID	0.00
07/09/2020	01	78984	00000198	GLASGOW, INC.	663.31
07/09/2020	01	78985	00000608	GOOSE SQUAD L.L.C.	900.00
07/09/2020	01	78986	00000229	GRAINGER	146.50
07/09/2020	01	78987	00000903	HOME DEPOT CREDIT SERVICES	278.14
07/09/2020	01	78988	00000102	INTERSTATE BATTERY SYSTEMS OF	110.95
07/09/2020	01	78989	100000882	JACOB MILLEVOI	60.00
07/09/2020	01	78990	100000889	JACOB WELTMAN	30.00
07/09/2020	01	78991	100001555	JEFFREY MITCHELL	200.00
07/09/2020	01	78992	100001561	JOANNE BURDULIS	170.00
07/09/2020	01	78993	100000881	JOHN H. MOGENSEN	60.00
07/09/2020	01	78994	100000887	JON WASHINGTON	90.00
07/09/2020	01	78995	00000264	KENCO HYDRAULICS, INC.	797.14
07/09/2020	01	78996	100001254	KILCOYNE & KELM, LLC	345.00
07/09/2020	01	78997	100001554	KIN WENG CHEE	393.00
07/09/2020	01	78998	100001009	LEVAN MACHINE & TRUCK EQUIPMENT	58.80
07/09/2020	01	78999	00001065	MAILLE LLP	2,250.00
07/09/2020	01	79000	MISC	MARCELLA RIDENOUR	641.00
07/09/2020	01	79001	100000875	MICHAEL BEAN	45.00
07/09/2020	01	79002	100000885	MICHAEL SHEARER	30.00
07/09/2020	01	79003	100000188	MJ EARL	524.30
07/09/2020	01	79004	00000324	MOYER INDOOR / OUTDOOR	165.60
07/09/2020	01	79005	00001381	NATIONAL DECALCRAFT CORP.	194.00
07/09/2020	01	79006	100001303	NICOLE GILL	95.00
07/09/2020	01	79007	100000728	NORTH WALES WATER AUTHORITY	21,387.50
07/09/2020	01	79008	MISC	ON SITE PERSONNEL OF PENNSYLVANIA	3,753.19
07/09/2020	01	79009	100000890	PAUL MOGENSEN	95.00
07/09/2020	01	79010	100001563	PAYCAM, LLC	5,220.00
07/09/2020	01	79011	00000595	PENN VALLEY CHEMICAL COMPANY	920.48
07/09/2020	01	79012	100000754	PETROLEUM TRADERS CORP.	863.04
07/09/2020	01	79013	00000009	PETTY CASH	54.18
07/09/2020	01	79014	00000446	PHISCON ENTERPRISES, INC.	100.00
07/09/2020	01	79015	00000345	PRINTWORKS & COMPANY, INC.	288.00
07/09/2020	01	79016	100001010	RACHEL GIBSON	60.00
07/09/2020	01	79017	100000886	RACHEL TROUTMAN	30.00
07/09/2020	01	79018	100001553	REA PARIKH	50.00
07/09/2020	01	79019	100001558	ROHITKUMAR B PATEL	60.00
07/09/2020	01	79020	100000884	RYAN RUDELLE	45.00
07/09/2020	01	79021	100001070	SANDS FORD OF RED HILL	37.86
07/09/2020	01	79022	00001618	SEALMASTER	428.97
07/09/2020	01	79023	100000874	SEAN ALLISON	75.00
07/09/2020	01	79024	100000701	STAPLES BUSINESS CREDIT	15.16

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
07/09/2020	01	79025	00003015	STEPHEN A. SPLENDIDO	45.00
07/09/2020	01	79026	100001556	SUNIL PARIKH	68.00
07/09/2020	01	79027	100001233	TAYLOR AIR CENTER	784.66
07/09/2020	01	79028	00000502	THOMAS W. MCCAULEY	135.00
07/09/2020	01	79029	00001273	TIM KUREK	470.75
07/09/2020	01	79030	00001771	TIMAC AGRO USA	3,226.48
07/09/2020	01	79031	00001984	TRAFFIC PLANNING AND DESIGN, INC.	27,521.93
07/09/2020	01	79032	00000038	VERIZON WIRELESS SERVICES, LLC	2,284.61
07/09/2020	01	79033	100000854	VINAY SETTY	180.00
07/09/2020	01	79034	100000891	VINCENT ZIRPOLI	90.00
07/09/2020	01	79035	100001557	VINOKUR-PACE ENGINEERING SERVICES	10,875.00
07/09/2020	01	79036	00001329	WELDON AUTO PARTS	164.83
07/09/2020	01	79037	00000632	WEST GENERATOR SERVICES INC.	2,346.28
07/09/2020	01	79038	00000760	WM CORPORATE SERVICES, INC	1,455.66
07/09/2020	01	79039	100001315	YI LIN	95.00
07/09/2020	01	79040	100001042	ZACHARY EIDEN	60.00
07/09/2020	01	79041	00000550	ZEP MANUFACTURING COMPANY	378.80
07/10/2020	01	79042	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	877.50
07/10/2020	01	79043	00000006	ACME UNIFORMS FOR INDUSTRY	134.09
07/10/2020	01	79044	100001548	ALLEN DOOR & SERVICE CORP.	118.00
07/10/2020	01	79045	100000814	AMAZON.COM SERVICES, INC	277.33
07/10/2020	01	79046	00000031	AT&T	125.41
07/10/2020	01	79047	100000870	AXON ENTERPRISE, INC	990.00
07/10/2020	01	79048	100001559	BASIC BICYCLES	159.00
07/10/2020	01	79049	00000043	BERGEY'S	242.90
07/10/2020	01	79050	100000319	CANDORIS	350.00
07/10/2020	01	79051	00000072	CANON FINANCIAL SERVICES, INC	1,622.00
07/10/2020	01	79052	00000071	CANON SOLUTIONS AMERICA, INC.	1,334.86
07/10/2020	01	79053	100000221	COLMAR VETERINARY HOSPITAL	365.63
07/10/2020	01	79054	00000363	COMCAST	409.71
07/10/2020	01	79055	00000629	DAVIDHEISER'S INC.	390.00
07/10/2020	01	79056	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	15.00
07/10/2020	01	79057	100000213	DOG TOWN	419.94
07/10/2020	01	79058	00001166	DRUMHELLER CONSTRUCTION, INC.	106,714.26
07/10/2020	01	79059	100000660	ELMWOOD PARK ZOO	240.00
07/10/2020	01	79060	100000660	ELMWOOD PARK ZOO	240.00
07/10/2020	01	79061	00903110	ESTABLISHED TRAFFIC CONTROL	331.75
07/10/2020	01	79062	100000408	FSSOLUTIONS	196.90
07/10/2020	01	79063	00000188	GALLS, AN ARAMARK CO., LLC	10.72
07/10/2020	01	79064	00000198	GLASGOW, INC.	972.56
07/10/2020	01	79065	00000219	GLOBAL EQUIPMENT COMPANY	1,190.40
07/10/2020	01	79066	00001784	GOOGLE INC.	30.00
07/10/2020	01	79067	00000203	GRANTURK EQUIPMENT CO., INC.	269.10
07/10/2020	01	79068	00000213	HAJOCA CORPORATION	689.94
07/10/2020	01	79069	00000903	HOME DEPOT CREDIT SERVICES	9.10
07/10/2020	01	79070	00441122	HORSHAM CAR WASH	181.00
07/10/2020	01	79071	100001564	KAFMO	60.00
07/10/2020	01	79072	00000284	LIZELL OFFICE FURNITURE	2,062.50
07/10/2020	01	79073	00001706	LOWE'S COMPANIES INC.	136.78
07/10/2020	01	79074	00000201	MASTERTECH AUTO SERVICE, LLC	3,684.79
07/10/2020	01	79075	00000270	NYCE CRETE AND LANDIS CONCRETE	298.29
07/10/2020	01	79076	00001134	OFFICE DEPOT, INC	181.11
07/10/2020	01	79077	100000039	PA TURNPIKE TOLL BY PLATE	19.80
07/10/2020	01	79078	00000397	PECO ENERGY	8,208.42
07/10/2020	01	79079	100000755	PETROLEUM TRADERS CORP.	932.95
07/10/2020	01	79080	00000009	PETTY CASH	91.90
07/10/2020	01	79081	00000447	PETTY CASH - POLICE	198.81
07/10/2020	01	79082	100001565	PINECREST GOLF CLUB, INC	9,981.00
07/10/2020	01	79083	00000252	PURE CLEANERS	594.95
07/10/2020	01	79084	00000653	SCATTON'S HEATING & COOLING, INC.	127.50
07/10/2020	01	79085	00001618	SEALMASTER	552.00
07/10/2020	01	79086	00000465	SHAPIRO FIRE PROTECTION COMPANY	87.75
07/10/2020	01	79087	00000833	SHERWIN WILLIAMS COMPANY	104.49
07/10/2020	01	79088	100000585	THE CHAMBER OF COMMERCE FOR	600.00
07/10/2020	01	79089	100000029	THE PENNSYLVANIA STATE UNIVERSITY	450.00
07/10/2020	01	79090	00002020	THOMSON REUTERS	231.53
07/10/2020	01	79091	00000506	TRANS UNION LLC	84.80
07/10/2020	01	79092	00000040	VERIZON	144.99
07/10/2020	01	79093	00000040	VERIZON	185.89
07/10/2020	01	79094	00000040	VERIZON	263.52
07/10/2020	01	79095	00000040	VERIZON	814.24
07/10/2020	01	79096	00000038	VERIZON WIRELESS SERVICES, LLC	480.14
07/10/2020	01	79097	100000801	WATCH GUARD	60.00
07/10/2020	01	79098	00001329	WELDON AUTO PARTS	180.52
07/10/2020	01	79099	00906130	WISMER AUTO INTERIORS	175.00

01 TOTALS:

(1 Check Voided)  
 Total of 152 Disbursements:

590,961.99

**Check Register Report For  
For Check Dates 06/23/2020 to 07/13/2020**

<u>Check Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>
6/25/2020	PA SCDU	Withholding Payment	\$ 852.17
6/25/2020	MORGAN STANLEY SMITH BARNEY INC	Police Pension	7,108.19
6/25/2020	UNITED STATES TREASURY	941 Payment	85,302.99
6/25/2020	BCG 401	401 Payment	13,852.67
6/25/2020	BCG 457	457 Payment	12,561.67
6/25/2020	PBA	PBA Payment	1,303.00
7/1/2020	STATE OF PA	State Tax Payment	9,242.45
7/1/2020	ICMA RC	DROP Payment	16,311.13
7/9/2020	PA SCDU	Withholding Payment	852.17
7/9/2020	MORGAN STANLEY SMITH BARNEY INC	Police Pension	8,214.10
7/9/2020	UNITED STATES TREASURY	941 Payment	94,405.16
7/9/2020	BCG 401	401 Payment	14,158.91
7/9/2020	BCG 457	457 Payment	12,643.27
7/9/2020	PBA	PBA Payment	<u>1,303.00</u>
Totals:			\$ 278,110.88