

**AGENDA**  
**MONTGOMERY TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**APRIL 12, 2021**

[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 Meeting to Order
2. Pledge of Allegiance
3. Public Comment
4. Announcements
5. Announcement of Executive Session
6. Consent Agenda:

Consider Approval of Minutes of March 22, 2021 Meeting and Payment of the Bills

**Appointments:**

7. Introduction and Swearing-In of Firefighters and FDMT Police Officers

**Planning & Zoning:**

8. Consider Adoption of Resolution for Arbor Day Proclamation
9. Consider Authorization to Advertise Amended Mobile Food Vendor Ordinance
10. Consider Waiver of Permit Fee: Mary, Mother of the Redeemer (new gas system installation)

**Public Works:**

11. Consider Approval of Purchase of Thermoplastic Machine for Line Striping
12. Consider Approval of Lawn Care Application Contract
13. Consider Approval of Purchase of Zero Turn Lawn Mower

**Administration & Finance:**

14. Consider Adoption of Resolution Required for PennDOT Traffic Signal Maintenance Agreements
15. Consider Approval of Settlement for Business Privilege Tax Appeal: Republic Services
16. Consider Ratification of Real Estate Tax Appeal Settlement: 782 Bethlehem Pike

**Other Business:**

17. Recognition of Ben Hartranft and Autism Awareness Month
18. Consider Proposed Property Dimensions to Accommodate Requests for Backyard Chickens
19. Adjournment

## Board of Supervisors Agenda

April 12, 2021

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**PLEASE NOTE:** For the safety of all participants, masks must 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:       April 12, 2021  
BOARD LIAISON:  
INITIATED BY:

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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:	April 12, 2021
BOARD LIAISON:	
INITIATED BY:	Tanya C. Bamford, Chair

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- Please join us in congratulating Derek Muller who has recently accepted the position of Public Information Coordinator. Derek started his employment at Montgomery Township as the Recreation Supervisor in April of 2018. He has been a wonderful addition to the center and we appreciate his steadfast performance in all-things-recreation since that time. Derek transferred to his new position as of March 29. We believe that Derek will be a great addition providing internal and external communications in a variety of formats and resources between Montgomery Township and its residents. Please welcome and congratulate Derek on his new position!
- This week (April 12th) is National Public Safety Telecommunicators' Week. This week aims to honor and express gratitude to all telecommunications staff whose work is involved in public safety communication. The Board of Supervisors wishes to extend our appreciation for the men and women who comprise our team in the Police Department. We are fortunate to have these committed individuals serving our residents.



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #5

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SUBJECT:                   Announcement of Executive Session  
MEETING DATE:       April 12, 2021  
BOARD LIAISON:  
INITIATED BY:         Tanya C. Bamford, Chair

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**BACKGROUND:**

The Solicitor 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 6:45 p.m. this evening to discuss two matters of litigation.**

**The topics discussed were legitimate subjects of an Executive Session pursuant to the Commonwealth of Pennsylvania's Sunshine Law.**

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #6

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SUBJECT: Consent Agenda:  
Approval of Minutes of March 22, 2021 and Payment of Bills  
MEETING DATE: April 12, 2021  
BOARD LIAISON:  
INITIATED BY:

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BACKGROUND:

**MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED**

Please review and contact Deb Rivas on Monday, April 12, 2021 with any changes to the minutes. Also, attached are the list of bills for review for payment on April 12, 2021.

**MINUTES OF MEETING  
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
MARCH 22, 2021**

**1. Call to Order:** The March 22, 2021 action meeting of the Montgomery Township Board of Supervisors was held at the Montgomery Township Municipal Building, 1001 Stump Road, Montgomeryville, PA. Chair Tanya C. Bamford called the meeting to order at 7:00 p.m.

**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 Sean Kilkenny, Esq.

**ALSO IN ATTENDANCE:**

Police Chief, J. Scott Bendig  
Director of Finance, Brian Shapiro  
Director of Fire Services, William Wiegman  
Director of IT, Rich Grier  
Director of Public Works, Greg Reiff  
Director of Recreation, Floyd Shaffer  
Director of Planning & Zoning, Bruce Shoupe  
Director of Administration & HR, Ann Shade  
Recording Secretary, Deborah A. Rivas

**2. & 3. Pledge of Allegiance and Public Comment:** Following the Pledge of Allegiance, there was no public comment.

**4. Announcements:** Ms. Bamford announced that over the last 14 days, the positive rate of COVID-19 cases in Montgomery County has fallen below %5. The Sewer Authority Biobot study also indicates that the number of cases in the Township has fallen to levels that have not been seen since last summer. Ms. Bamford reminded everyone to not let their guard down and to continue to practice safety precautions.

Ms. Bamford reported that during the pandemic there has been an increase in hate crimes against the Asian community. Ms. Bamford stated that hate is never the solution and it is not to be tolerated against any singular group of people. Ms. Bamford encouraged the Township's Asian community to report any issues or concerns by calling 911 and to please not stay silent if you are the victim of a hate crime.

Director of Fire Services Bill Wiegman reported that on March 8, 2021, the American Red Cross held a virtual award ceremony honoring ten local heroes for their actions during a medical emergency at a township business. The American Red Cross presented four members of the Department of Fire Services, five members of the Volunteer Medical Service Corps of Lansdale and an employee of the business with Lifesaving Awards.

**5. Announcement of Executive Session** – Township Solicitor Sean Kilkenny, Esquire, announced that the Board of Supervisors met in an Executive Session immediately following their public meeting on March 8, 2021 to discuss two personnel matters. The Board of Supervisors also met in an Executive Session at 6:30pm this evening to discuss three litigation matters. Mr. Kilkenny

stated that the topics discussed are legitimate subjects of an Executive Session pursuant to the Commonwealth of Pennsylvania's Sunshine Law.

**6. Consent Agenda:**

**MOTION: Upon motion by Ms. Bamford, seconded by Ms. Chimera and unanimously carried, the minutes of the March 8, 2021 meeting and the Bills List dated March 22, 2021 were approved as presented.**

**7. Presentation: Public Works Department Recognition:** Representative members of the Department of Public Works were present to accept the commendation for the department's service.

**MOTION: Upon motion by Ms. Chimera, seconded by Mr. Quigg and unanimously carried, the Board adopted resolution #2012-19 commending and congratulating the Public Works staff for their commitment to the community and their dedicated efforts on behalf of the Township and its residents.**

**Public Hearing:**

**8. Costco Conditional Use Hearing: Gasoline Sales –** Ms. Bamford opened the public hearing at 7:13 p.m. Notes of testimony were taken by Court Reporter Tim Kurek. Robert Brant, Esquire, represented the applicant, along with J.P. Andrews of Costco, Clifford Bock, P.E., and John Harter, Traffic Engineer. Mr. Andrews presented the proposal for the gasoline filling station, including the layout, hours of operation and staffing. Questions regarding blasting safety from the quarry, lighting and screening from nearby properties, traffic congestion on Costco Drive and Garden Golf Blvd. and future electronic charging stations were discussed. The hearing was closed at 7:41 p.m.

**MOTION: Upon motion by Ms. Bamford, seconded by Ms. Chimera and unanimously carried, the Board approved the conditional use to allow for gasoline sales at the Costco Warehouse, with the following conditions: 1) the applicant shall install infrastructure to support the eventual installation of electric vehicle charging stations to the satisfaction of the Township Engineer; and 2) the applicant shall resolve all traffic control issues, specifically Garden Golf Blvd. and Costco Drive, to the satisfaction of the Township's Traffic Engineer in the land development process.**

**Planning & Zoning:**

**9. Board Positions for Zoning Hearing Board Applications:** Mr. Shoupe presented the three applications to be considered by the Zoning Hearing Board at their April meeting. The three applications are for 218 Grays Lane for a fence replacement; 110 Matthew Drive for a fence; and 1005 Horsham Road for an enlargement to an existing outdoor patio. The Board declined to intervene on any of the applications.

**10. Westrum Proposed Development Response to Pedestrian Crossing:** Mr. Shoupe reported that staff had met with representatives from Westrum along with the Township's Traffic Engineer and Planning Consultant to discuss the potential pedestrian crossing at Route 309 and Knapp Road, and the connector to the 202 Parkway. Fran Hanney, Senior Manager of the Traffic Services Division of PennDOT was also in attendance.

Carrie Nase, Esquire, representing the applicant, stated that after review of the crossing location proposed by the Township and its consultants, the developer does not believe that this is the best location for a pedestrian crossing and indicated that a crossing at the intersection of Stump Road would be a safer alternative. Ms. Nase indicated that there is a steep drop off at the Knapp Road location as well as the poor condition of the gabion wall and other significant improvements that make this location undesirable for a crossing. In addition, Ms. Nase indicated that residents would have to walk through the parking lot of the local hotel to reach the crossing. Ms. Nase indicated that an estimate to create the crossing at this location was in excess of \$800,000. Mr. Drummond, the Township's Traffic Engineer, stated that the pedestrian bridge should cost about \$350,000 and PennDOT would be responsible to repair the gabion wall. Ms. Nase suggested that the developer make a donation towards the crossing of \$200,000 and that the Township bid the improvements as a Township project. Ms. Bamford asked the developer to take another look at the Knapp Road crossing because it is understood that people will take the shortest route and cross Route 309, making a dangerous situation for pedestrians and vehicles. Ms. Nase stated that they did take a very hard look at the Knapp Road crossing and the whole crossing is not feasible for this project. Ms. Chimera stated that if the developer is not interested in keeping the residents safe, then possibly this is not a project that the Township is interested in pursuing. Ms. Nase thanked the Board for their comments.

**Public Safety & Emergency Services:**

**11. Food Truck Ordinance Advertisement:** Mr. Shoupe reported that staff has worked with the Solicitor's office to develop an ordinance for the Board's review. The purpose of the ordinance is to regulate operation of mobile food vendors and establish reasonable guidelines and regulations, as well as provide locations where mobile food vendors can operate within the Township. Discussion followed with questions concerning insurance and private parties with food vendors, hours of operation and health department licenses, etc. It was agreed to table this ordinance advertisement until the revisions discussed were made and presented to the Board at a future meeting.

**12. Authorization to Sell 2002 E-One Tower Ladder Truck:** Mr. Wiegman reported that the Township was approached by several brokers who are interested in assisting the Township in the sale of the 2002 E-One Tower Ladder Truck. Mr. Wiegman is seeking the Board's authorization to sell the ladder truck and utilize a broker to do so.

**MOTION:** Upon motion by Ms. Bamford, seconded by Ms. Chimera and unanimously carried, the Board approved the sale of the current Ladder 18 (2002 E-One Rear Mount Platform) in the fourth quarter of 2021, and approved the utilization of a broker(s) to

**assist in the marketing and sale of Ladder 18. The broker(s) commission will be 5% of the final sale price of Ladder 18.**

**Public Works:**

**13. Recognition of Pennsylvania 811 Safe Digging Awareness Month**

**MOTION: Upon motion by Ms. Bamford, seconded by Ms. Long and unanimously carried, the Board approved Resolution #2021-20 recognizing April as Pennsylvania 811 Safe Digging Awareness Month.**

**14. Approve Park Bench Donation Program:** Mr. Reiff presented the plan for a park bench donation program which included the estimated bench cost along with the parks and bench quantities recommended.

**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Staab and unanimously carried, the Board approved the inauguration of the Park Bench Donation Program.**

**Administration & Finance:**

**15. Approval of Board of Assessment Appeals:** Ms. McCreary reported that the North Penn School District and the property owners of the following parcels have reached an agreement as to the assessment appeals and reverse assessment appeals, which now require action by the Board.

**MOTION: Upon motion by Ms. Bamford, seconded by Mr. Quigg and unanimously carried, the Board approved the stipulated agreements and authorized the Township Solicitor to execute the settlement stipulations for: 1200 Welsh Road, owned by Toy Partners of North Wales LLC, and 593 Bethlehem Pike, owned by Norman & Teresa Mittman and Stewart & Arlene Liebman.**

**16. Resolution Supporting DCNR Grant Application:** Ms. McCreary reported that the state has notified the Township that the new round for applications to the DCNR grant program are open. Staff identified a park that might meet the criteria for a grant application and met with Township planning consultants at Fellowship Park to evaluate further. The scope of work includes the replacement of outdated play equipment, as well as ADA access from the parking lot to the playground and other site improvements.

**MOTION: Upon motion by Ms. Bamford, seconded by Ms. Chimera and unanimously carried, the Board approved the resolution supporting the grant application to the Department of Conservation and Natural Resources for the Fellowship Park Improvement Project.**



**17. & 18. Other Business: Department and Committee Liaison Reports:**

Ms. Staab reported on the Environmental Advisory Committee. The committee recommended a single use battery recycling collection for Township residents and will also participate in the electronic recycling event on April 24, 2021. The Shade Tree Commission is working on the Arbor Day event for tree giveaways at the Township building on April 24, 2021.

Mr. Quigg reported that the Autumn Festival Committee is cautiously optimistic that the event can run outdoors at William F. Maule Park at Windlestrae Park this year. The Park and Recreation Board is discussing turf fields at Windlestrae Park with MonU Soccer.

Ms. Bamford reported that she attended the Community and Recreation Center Advisory Committee meeting and they discussed the community center programming and erring on the side of caution for which programs or amenities would be offered this spring and summer. The Sewer Authority Board reported on the latest Bio Bot study which indicated that the number of COVID cases in the Township were decreasing, but Ms. Bamford recommended that everyone continue to use safety protocols

Ms. Chimera reported that the Planning Commission discussed the Costco Gasoline proposed development and the start of the comprehensive plan update for the Township.

Ms. Long reported that the Finance Committee discussed the audit and the DCED report. The Public Safety Committee discussed the hiring of two replacement police officers and the pending sale of the Ladder 18 truck.

Ms. Bamford inquired as to the announcement of the Public Information Coordinator position. Ms. McCreary stated that he would be recognized at the next Board meeting, but she was pleased to announce that Derek Muller, the recreation program director at the Community and Recreation Center will be taking over the duties of Public Information Coordinator as of March 29, 2021.

**Adjournment:** Upon motion by Ms. Bamford and seconded by Ms. Chimera, the meeting was adjourned at 8:43 p.m.

Respectfully submitted,

Deborah A. Rivas, Recording Secretary

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 01 UNIVEST CHECKING					
04/07/2021	01	88167	03214568	FULTON CARDMEMBER SERVICES	6,750.00
04/09/2021	01	88168	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	1,725.04
04/09/2021	01	88169	00000842	911 SAFETY EQUIPMENT	131.00
04/09/2021	01	88170	00000006	ACME UNIFORMS FOR INDUSTRY	293.08
04/09/2021	01	88171	00001654	ADAM DEUSSING	966.50
04/09/2021	01	88172	100000892	ADAM ZWISLEWSKI	230.00
04/09/2021	01	88173	00000110	AG INDUSTRIAL	313.39
04/09/2021	01	88174	100000876	ALEXANDER J. DEANGELIS	15.00
04/09/2021	01	88175	100000814	AMAZON.COM SERVICES, INC	1,756.35
04/09/2021	01	88176	100000888	ANDREW WEINER	240.00
04/09/2021	01	88177	00000031	AT&T	137.50
04/09/2021	01	88178	100001718	ATLAS COPCO COMPRESSORS LLC	442.41
04/09/2021	01	88179	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	406.19
04/09/2021	01	88180	100000870	AXON ENTERPRISE, INC	723.14
04/09/2021	01	88181	00000340	B SAFE INC.	222.00
04/09/2021	01	88182	00000043	BERGEY'S	1,079.91
04/09/2021	01	88183	MISC	Beth M. Graber	70,000.00
04/09/2021	01	88184	00000209	BOUCHER & JAMES, INC.	13,001.07
04/09/2021	01	88185	100001244	BRANDI BLUSIEWICZ	165.00
04/09/2021	01	88186	100000979	BRANDON UZDZIENSKI	75.00
04/09/2021	01	88187	00000069	C L WEBER CO INC.	28.76
04/09/2021	01	88188	100000405	C.E.S.	142.66
04/09/2021	01	88189	100000878	CARL HERR	135.00
04/09/2021	01	88190	00001601	CDW GOVERNMENT, INC.	10,589.10
04/09/2021	01	88191	00000363	COMCAST	10.49
04/09/2021	01	88192	100001719	COMMONWEALTH OF PA	5,972.74
04/09/2021	01	88193	00000329	CRAFCO, INC.	4,861.70
04/09/2021	01	88194	100001209	DALE ALDERFER	300.00
04/09/2021	01	88195	00000629	DAVIDHEISER'S INC.	4,283.50
04/09/2021	01	88196	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	4.92
04/09/2021	01	88197	00000701	DIVERSIFIED STORAGE SOLUTIONS INC.	1,663.35
04/09/2021	01	88198	100000893	DONALD TUCKER	80.00
04/09/2021	01	88199	100001609	DONE-RITE BUILDING SERVICES, INC.	1,100.00
04/09/2021	01	88200	00000967	DVHT DELAWARE VALLEY HEALTH TRUST	156,143.16
04/09/2021	01	88201	00001520	DVPLT DELAWARE VALLEY PROPERTY &	78,798.00
04/09/2021	01	88202	00000120	DWVCT DELAWARE VALLEY WC TRUST	64,721.00
04/09/2021	01	88203	100001112	DYAN KRAJNIOVICH	1,000.00
04/09/2021	01	88204	00000152	ECKERT SEAMANS CHERIN &	5,005.51
04/09/2021	01	88205	00903110	ESTABLISHED TRAFFIC CONTROL	1,340.90
04/09/2021	01	88206	00000169	FEDEX	162.92
04/09/2021	01	88207	100000670	FIRE PLANNING ASSOCIATES	995.00
04/09/2021	01	88208	100001602	FRANK BLUSIEWICZ	120.00
04/09/2021	01	88209	00001852	G.L. SAYRE, INC.	290.89
04/09/2021	01	88210	00000192	GENERAL RECREATION, INC.	333,244.00
04/09/2021	01	88211	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	1,813.00
04/09/2021	01	88212	00906136	GEORGE T. BISEL CO., INC	75.76
04/09/2021	01	88213	00000817	GILMORE & ASSOCIATES, INC.	60,390.56
04/09/2021	01	88214	00000817	VOID	0.00
04/09/2021	01	88215	00000817	VOID	0.00
04/09/2021	01	88216	00001323	GLICK FIRE EQUIPMENT COMPANY INC	1,522.40
04/09/2021	01	88217	00001323	GLICK FIRE EQUIPMENT COMPANY INC	3,310.06
04/09/2021	01	88218	00001784	GOOGLE INC.	24.77
04/09/2021	01	88219	00000608	GOOSE SQUAD L.L.C.	900.00
04/09/2021	01	88220	00001709	GOULDEY WELDING & FABRICATIONS, INC	72.50
04/09/2021	01	88221	00000215	HAVIS, INC.	15,250.32
04/09/2021	01	88222	00000903	HOME DEPOT CREDIT SERVICES	193.54
04/09/2021	01	88223	00441122	HORSHAM CAR WASH	236.00
04/09/2021	01	88224	00001729	INTERNATIONAL BRONZE, LTD	140.00
04/09/2021	01	88225	100000882	JACOB MILLEVOI	140.00
04/09/2021	01	88226	100000889	JACOB WELTMAN	45.00
04/09/2021	01	88227	100000881	JOHN H. MOGENSEN	30.00
04/09/2021	01	88228	100001290	JOSEPH SCHOTT	1,678.62
04/09/2021	01	88229	00000740	K.J. DOOR SERVICES INC.	9,725.00
04/09/2021	01	88230	100000844	KATIE KOLLAR	300.00
04/09/2021	01	88231	MISC	KAY HOME IMPROVEMENT	270.00
04/09/2021	01	88232	100000554	KEITH GRIERSON	75.00
04/09/2021	01	88233	00000264	KENCO HYDRAULICS, INC.	1,331.22
04/09/2021	01	88234	00000107	KENNEDY COMPANIES	1,400.00
04/09/2021	01	88235	100001661	KYLE STUMP	75.00
04/09/2021	01	88236	100001009	LEVAN MACHINE & TRUCK EQUIPMENT	38,949.00
04/09/2021	01	88237	00003009	LIFE FITNESS	86.14
04/09/2021	01	88238	00000284	LIZELL OFFICE FURNITURE	3,625.00
04/09/2021	01	88239	00001706	LOWE'S COMPANIES INC.	20.04
04/09/2021	01	88240	00001065	MAILLIE LLP	5,850.00
04/09/2021	01	88241	MISC	MALESKI JANET E & MICHAEL P	1,200.00
04/09/2021	01	88242	00000201	MASTERTECH AUTO SERVICE, LLC	2,590.06
04/09/2021	01	88243	00001330	MCCALLION STAFFING SPECIALISTS	685.44
04/09/2021	01	88244	100000875	MICHAEL BEAN	105.00



Check Date	Bank	Check	Vendor	Vendor Name	Amount
04/09/2021	01	88245	100000885	MICHAEL SHEARER	90.00
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04/09/2021	01	88247	00000324	MOYER INDOOR / OUTDOOR	159.00
04/09/2021	01	88248	100001343	NAFI NATIONAL ASSOCIATION OF	55.00
04/09/2021	01	88249	100001715	NICK WEAVER	95.00
04/09/2021	01	88250	100001714	NORTHWESTERN UNIVERSITY	4,200.00
04/09/2021	01	88251	100000039	PA TURNPIKE TOLL BY PLATE	7.80
04/09/2021	01	88252	00000597	PATRICIA A. GALLAGHER	2,143.98
04/09/2021	01	88253	100000890	PAUL MOGENSEN	180.00
04/09/2021	01	88254	00000397	PECO ENERGY	9,576.23
04/09/2021	01	88255	00000399	PECO ENERGY	6,739.38
04/09/2021	01	88256	00000595	PENN VALLEY CHEMICAL COMPANY	891.41
04/09/2021	01	88257	100000754	PETROLEUM TRADERS CORP.	5,026.23
04/09/2021	01	88258	100000755	PETROLEUM TRADERS CORP.	5,303.32
04/09/2021	01	88259	00000447	PETTY CASH - POLICE	126.41
04/09/2021	01	88260	00001171	PHILA OCCHEALTH/DBA WORKNET OCC	965.90
04/09/2021	01	88261	00000446	PHISCON ENTERPRISES, INC.	300.00
04/09/2021	01	88262	00000945	PIPERSVILLE GARDEN CENTER, INC.	62.15
04/09/2021	01	88263	100000471	PLASTERER EQUIPMENT COMPANY, INC.	276.58
04/09/2021	01	88264	00000409	POLICE CHIEFS' ASSOCIATION OF	150.00
04/09/2021	01	88265	00000345	PRINTWORKS & COMPANY, INC.	199.85
04/09/2021	01	88266	00000252	PURE CLEANERS	581.25
04/09/2021	01	88267	100001010	RACHEL GIBSON	190.00
04/09/2021	01	88268	00906102	READY REFRESH	115.22
04/09/2021	01	88269	00000430	REM-ARK ALLOYS, INC.	112.70
04/09/2021	01	88270	00002033	REPUBLIC SERVICES NO. 320	13,577.08
04/09/2021	01	88271	00001146	RESERVE ACCOUNT	3,000.00
04/09/2021	01	88272	00000741	ROBERT E. LITTLE, INC.	256.19
04/09/2021	01	88273	03214665	ROBERT GORDON	450.00
04/09/2021	01	88274	100000884	RYAN RUDELL	30.00
04/09/2021	01	88275	100000985	SARAH PREBIS	511.00
04/09/2021	01	88276	00001030	SIGNAL CONTROL PRODUCTS, INC.	270.00
04/09/2021	01	88277	100000701	STAPLES BUSINESS CREDIT	406.89
04/09/2021	01	88278	00003015	STEPHEN A. SPLENDIDO	15.00
04/09/2021	01	88279	100001172	STREET COP TRAINING	499.00
04/09/2021	01	88280	MISC	TESLA ENERGY OPERATIONS INC	254.50
04/09/2021	01	88281	00906111	THE PROTECTION BUREAU	204.00
04/09/2021	01	88282	00002020	THOMSON REUTERS	247.74
04/09/2021	01	88283	00001273	TIM KUREK	1,040.75
04/09/2021	01	88284	100001716	TRACY FLISSAR	200.00
04/09/2021	01	88285	00001984	TRAFFIC PLANNING AND DESIGN, INC.	15,299.00
04/09/2021	01	88286	00000506	TRANS UNION LLC	84.80
04/09/2021	01	88287	100000897	TREVOR DALTON	30.00
04/09/2021	01	88288	100000290	TRIAD TRUCK EQUIPMENT	11,579.30
04/09/2021	01	88289	0903444	TURNER SEMRAU	140.00
04/09/2021	01	88290	00000040	VERIZON	39.25
04/09/2021	01	88291	00000040	VERIZON	69.09
04/09/2021	01	88292	00000040	VERIZON	192.69
04/09/2021	01	88293	00000040	VERIZON	257.26
04/09/2021	01	88294	00000040	VERIZON	366.34
04/09/2021	01	88295	00000040	VERIZON	144.99
04/09/2021	01	88296	00000040	VERIZON	574.35
04/09/2021	01	88297	00000038	VERIZON WIRELESS SERVICES, LLC	3,210.25
04/09/2021	01	88298	100000854	VINAY SETTY	390.00
04/09/2021	01	88299	100000891	VINCENT ZIRPOLI	120.00
04/09/2021	01	88300	100000801	WATCH GUARD	6,681.25
04/09/2021	01	88301	00001329	WELDON AUTO PARTS	740.34
04/09/2021	01	88302	00002090	WHITMOYER AUTO GROUP	39,000.00
04/09/2021	01	88303	00001084	WITMER ASSOCIATES, INC.	6,922.32
04/09/2021	01	88304	00000760	WM CORPORATE SERVICES, INC	1,937.97
04/09/2021	01	88305	100001042	ZACHARY EIDEN	60.00

01 TOTALS:

(2 Checks Voided)

Total of 137 Disbursements:

1,077,942.55

**Check Register Report For**  
**For Check Dates 03/23/2021 to 04/12/2021**

Check Date	Name	Description	Amount
4/7/2021	STATE OF PA	Tax Payment	9,828.59
4/5/2021	HAB-LST	Tax Payment	1,106.00
4/5/2021	HAB-EIT	Tax Payment	21,247.80
4/5/2021	PA UC FUND	Tax Payment	1,157.02
4/1/2021	ICMA RC	DROP Payment	16,345.64
4/1/2021	PA SCDU	Withholding Payment	852.17
4/1/2021	MORGAN STANLEY SMITH BARNEY INC	Police Pension	8,026.77
4/1/2021	UNITED STATES TREASURY	Tax Payment	89,231.86
4/1/2021	CITY OF PHILADELPHIA	Tax Payment	689.62
4/1/2021	EMPOWER RETIREMENT	401 Plan	15,609.57
4/1/2021	EMPOWER RETIREMENT	457 Plan	15,833.84
4/1/2021	PBA	Withholding Payment	1,358.00
3/24/2021	STATE OF PA	Tax Payment	8,954.52
		<b>Total</b>	<b>\$ 190,241.40</b>

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #7

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SUBJECT: Introduction and Swearing-In of New Fulltime Career Firefighters  
MEETING DATE: April 12, 2021  
BOARD LIAISON: Annette Long, Supervisor  
INITIATED BY: William Wiegman, Director of Fire Services

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**BACKGROUND:**

The Department began the hiring process for new career firefighters at the beginning of 2021. The hiring process consisted of testing through the Bucks County Public Safety Training Center including both a written and physical agility test. Following the testing, qualified applicants who successfully passed the testing were scheduled for interviews.

The interview panel consisted of Director Wiegman, Deputy Chief Vinay Setty, Captain John Scheiter, Firefighter Andrew Backlund, Lt. Gerry Dougherty of MTPD, and Sharon Tucker from Township's Human Resources Department. The interview panel recommended candidates for both the open full-time and part-time positions. The selected candidates were subject to medical examinations, background investigations, and reference checks.

Firefighters Harry Reese, Jake Weltman, and Anthony Rubas began their full-time employment with the Montgomery Township Department of Fire Services the week of April 5, 2021.

FF Harry Reese has been a part-time firefighter with the department for the past 15 years. He is currently an Assistant Chief with the Norristown Fire Department where he has been a volunteer firefighter for 24 years. Harry comes from the Montgomery County Department of Public Safety where he was employed as a dispatcher for 12 years.

FF Jacob Weltman has been a member of the FDMT since July of 2017. He is currently a Captain with the Colmar Volunteer Fire Company where he has been a volunteer for 7 years. Jake comes from Barry Isett & Associates where he was employed as an inspector. Jake holds an Associate's Degree from the Bucks County Community College in Fire Science.

FF Anthony Rubas is new to our department. He is currently a Captain with the Warrington Fire Company where he has been a volunteer for 5 years. Anthony was previously a volunteer with the Horsham Fire Company. Anthony holds a Bachelor of Science from Penn State in Criminal Justice.

**PREVIOUS BOARD ACTION:**

None

**BUDGET IMPACT:**

The salaries of these full-time career firefighters have been included in the 2021 adopted budget.

RECOMMENDATION:

Staff recommends that the Board of Supervisors appoint Harry Reese, Jacob Weltman, and Anthony Rubas to the position of firefighter, effective April 5, 2021, and welcome them to Montgomery Township.

MOTION/RESOLUTION:

**Motion** to appoint Harry Reese, Jacob Weltman, and Anthony Rubas to the position of firefighter, effective April 5, 2021, and welcome them to Montgomery Township.

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

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

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

Item #7a

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SUBJECT:	Swearing in of new FDMT Special Fire Police Officers
MEETING DATE:	April 12, 2021
BOARD LIAISON:	Annette Long, Supervisor
INITIATED BY:	William Wiegman, Director of Fire Services

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**BACKGROUND:**

Mr. Ryan Irvin and Mr. Jon Debkowski recently joined the Fire Department of Montgomery Township (FDMT). They are being nominated by FDMT to be appointed as a Special Fire Police Officers under the Pennsylvania State Fire Police Statute - Act of 1941, P.L. 137, No. 74, Amended July 11,1980. P.L. 580, No.122.

Under this law, before the applicant can perform the duties as a Special Fire Police Officer, the nominated candidate must be confirmed by the Board of Supervisors and sworn in by the Chairman of the Board of Supervisors. Special Fire Police serve the public in the following manner:

- To regulate traffic and keep crowds under control at or in the vicinity of any fire at which their companies are in attendance and to exercise such other police powers as are necessary in order to facilitate and prevent interference with the work of firemen in extinguishing fires.
- To perform their duties when functioning as special fire police at any function, event, or parade conducted by, and under the auspices of any volunteer fire company, or any event, function, or parade conducted by an organization other than a volunteer fire company, providing the request to perform these duties is made by the governing body of the township in which the event will be conducted.
- To perform traffic and or crowd control duties when accidents, floods, or any other emergency requiring performance of such duties until the arrival of proper township police authority or until the emergency no longer exists.

Any person functioning as Special Fire Police Officer and performing a duty under any of the above conditions, shall be deemed to be performing the duties of his/her employment. Fire police performing such duties shall be identifiable by, at minimum, the wearing of a distinctive arm band or hat or uniform or insignia. Under no circumstances does the act grant Special Fire Police the right and / or power to use firearms or other weapons in the exercise of special fire police powers granted under the law.

Mr. Irvin and Mr. Debkowski have been interviewed by Lt. Dougherty of the Montgomery Township Police Department and based on all the information Lt. Dougherty believes that they have the understanding and ability to perform the duties of a Special Fire Police Office in Montgomery Township. They also recently completed a 16-hour course in Basic Fire Police Training at the Montgomery County Fire Academy

RECOMMENDATION:

It is the recommendation of Staff that the Board of Supervisors appoint Mr. Ryan Irvin and Mr. Jon Debkowski to the position of Special Fire Police Officer, effective April 12, 2021, and welcome them to Montgomery Township.

MOTION/RESOLUTION:

**Motion** to appoint Mr. Ryan Irvin and Mr. Jon Debkowski to the position of Special Fire Police Officer, effective April 12, 2021, and welcome them to Montgomery Township.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

Item #8

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SUBJECT:	Consider Proclamation of Arbor Day for Tree City USA
MEETING DATE:	April 12, 2021
BOARD LIAISON:	Beth Staab, Supervisor
INITIATED BY:	Marianne McConnell, Deputy Zoning Officer

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**BACKGROUND:**

The Shade Tree Commission sponsors an annual event to celebrate Arbor Day. This year, the Annual Arbor Day Tree Give-Away will be held on Saturday, April 24<sup>th</sup>, 2021 at the Montgomery Township Building Gazebo Park. Montgomery Township has also been named as a 2020 Tree City USA and Growth Award recipient. The Shade Tree Commission would request that the Board of Supervisors begin this celebration with the reading of the attached Arbor Day Proclamation on April 24<sup>th</sup>. This has been the 24<sup>th</sup> year that the Township has been a Tree City USA recipient and the 20<sup>th</sup> year that the Township has been awarded the Growth Award.

**PREVIOUS BOARD ACTION:**

The Board adopted a similar resolution on April 8, 2019.

**BUDGET IMPACT:**

\$5,000 has been budgeted for the event.

**RECOMMENDATION:**

The members of the Shade Tree Commission would like to extend an invitation to the Board of Supervisors to attend this annual event on Saturday, April 24, 2021 to celebrate Arbor Day and read the attached proclamation during the event.

**MOTION/RESOLUTION:**

NOW, THEREFORE, the Board of Supervisors of Montgomery Township, Pennsylvania, do hereby proclaim Saturday, April 24, 2021 as Arbor Day in Montgomery Township, and we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further*, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

*Dated* this the 12<sup>th</sup> day of April 2021.

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

# *Arbor Day Proclamation*

*Whereas*, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

*Whereas*, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

*Whereas*, Arbor Day is now observed throughout the nation and the world, and

*Whereas*, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

*Whereas*, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

*Whereas*, trees in our township increase property values, enhance the economic vitality of business areas, and beautify our community, and

*Whereas*, trees wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, the Board of Supervisors of Montgomery Township, Pennsylvania, do hereby proclaim Saturday, April 24, 2021 as

## *Arbor Day*

in Montgomery Township, and we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further*, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

*Dated* this the 24<sup>th</sup> day of April 2021.



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

---

SUBJECT: Consider Authorization to Advertise Food Truck Ordinance  
MEETING DATE: April 12, 2021  
BOARD LIAISON: Tanya C. Bamford, Chair  
INITIATED BY: Bruce Shoupe, Director of Planning & Zoning

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**BACKGROUND:**

The purpose of the ordinance is to regulate operation of mobile food vendors and establish reasonable guidelines and regulations, as well as provide locations where mobile food vendors can operate within the Township.

At the March 22 public meeting the Board discussed the proposed ordinance and asked for additional language allowing mobile food vendors on private residential property. The Solicitor's office made the changes which are noted in the red-lined version in your packet.

**BUDGET IMPACT:**

Fees will need to be developed and presented to the Board for inclusion in the Township's fee schedule.

**RECOMMENDATION:**

Staff recommends the Board of Supervisors authorize the advertisement of the proposed ordinance as amended.

**MOTION/RESOLUTION:**

**Motion** to authorize the advertisement of the proposed ordinance regulating the operation of mobile food vendors.

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

Second: \_\_\_\_\_

**MONTGOMERY TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, CREATING A NEW CHAPTER 140, MOBILE FOOD VENDORS, OF THE MONTGOMERY TOWNSHIP CODE OF ORDINANCES - REGULATING THE OPERATION OF MOBILE FOOD VENDORS AND REQUIRING A PERMIT FOR THEIR OPERATION IN THE TOWNSHIP; REPEALING ALL INCONSISTENT ORDINANCES, OR PARTS THEREOF; AND PROVIDING A SEVERABILITY CLAUSE AND EFFECTIVE DATE**

**WHEREAS**, the number of mobile food vendors who wish to conduct business in the Township has grown significantly, presenting both opportunities and challenges for local government; and

**WHEREAS**, the Montgomery Township Code of Ordinances does not regulate the operation of mobile food vendors operating within the Township; and

**WHEREAS**, it is appropriate to establish reasonable guidelines and regulations to govern mobile food vending in Montgomery Township in an effort to provide opportunities for mobile food vendors to operate within the Township; and

**WHEREAS**, the Township further finds that such regulations are necessary to protect the public health, safety, and welfare of residents, business owners and visitors in the Township.

**NOW THEREFORE, IT IS HEREBY ORDAINED AND ENACTED** by the Board of Supervisors of Montgomery Township as follows:

- I. Part II, General Legislation of the Code of Ordinances of Montgomery Township is hereby amended as follows:**

**Chapter 140  
Montgomery Township Mobile Food Vendor Ordinance**

**§140.1 – Definitions.**

**Mobile Food Unit** – Any motorized or nonmotorized vehicle, including but not limited to carts, stands, kiosks, any other device designed to be portable and not permanently attached to the ground and ancillary equipment from which food products are intended to be prepared and or sold or distributed. Such use also includes the distribution of pre-packaged foods.

**Mobile Food Vending** – Vending, serving, or offering for sale food and/or beverages from a mobile food vending unit which meets the definition of a retail food establishment.

**§140.2 - Scope.**

- A. The provisions of this ordinance apply to mobile food vendors engaged in the business of cooking, preparing, and distributing food or beverage with or without charge upon or in public and private restricted spaces.
- B. This ordinance does not apply to vehicles that dispense food and that move from place to place and are stationary in the same location for no more than 15 minutes at a time.
- C. Mobile food vendors shall only be permitted in the HLI II-Highway Limited Industrial II District and the RS-Regional Shopping Center District.

C.D. Mobile food vendors are permitted to operate on active private residential property for a private event for a duration of four hours or less.

Formatted: List Paragraph, Left, Space After: 0 pt, Add space between paragraphs of the same style, Line spacing: single, No bullets or numbering

#### **§140.3 – Permit required.**

- A. It is unlawful for any person to operate within the Township a mobile food unit, as defined in this chapter, without having obtained a permit from the Township for that purpose.
- B. No person shall then sell or offer food products at any location until the food vendor has obtained a permit for that purpose.
- C. All permits shall be prominently displayed on the mobile food vending unit.
- D. Vendors operating under a special event permit issued by the Township are exempt from the permit requirement.

#### **§140.4 – General Permit.**

- A. Permits shall only be issued for mobile food vendors to operate in the HLI II-Highway Limited Industrial II District and the RS-Regional Shopping Center District or to operate on active private residential property as a caterer for a private event.
- B. Permits shall be issued for a period of time not to exceed one month.
- C. Permits are required to be renewed prior to the expiration date.
- D. Permits are not transferrable.

#### **§140.5 – Application for Permit.**

- A. Any vendor desiring to engage in mobile food vending in Montgomery Township shall submit a completed application to Montgomery Township Code Enforcement and receive a general permit issued by the Township.

- B. The applicant shall truthfully state, in full, all information requested on the application for permit issued by the Township. The application for a permit shall be accompanied by a fee as defined in this chapter.
- C. The owner of the mobile food unit must obtain and maintain insurance as outlined in Section 140.6 below. Each mobile food vendor must supply the Township with proof of insurance in the form of a certificate of insurance which names the Township as an additional insured party. Proof of insurance must be attached to the application for permit.
- D. The owner of the mobile food unit shall obtain written permission from the property owner in HLI II-Highway Limited Industrial II District and the RS-Regional Shopping Center District on which their mobile food unit will operate. This written permission must be attached to the application as an exhibit.

**§140.6 – Insurance requirements for mobile food vendors.**

- A. The owner of the mobile food unit shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:
  - a. Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:  
  
\$1,000,000 each occurrence;  
\$1,000,000 personal and advertising injury;  
\$1,000,000 general aggregate; and  
\$1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- 1. Liability arising from premises and operations;
  - 2. Liability arising from the actions of independent contractors; and
  - 3. Contractual liability including protection for the Mobile Vendor from bodily injury and property damage claims arising out of liability assumed under this contract.
- B. Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
  - 1. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos); and
  - 2. Automobile contractual liability
- C. If the Mobile Food Vendor has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including

standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$1,000, 000 each accident for bodily injury by accident;
- \$1,000,000 each employee for bodily injury by disease; and
- \$1,000,000 policy limit for bodily injury by disease.

D. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

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

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

1. Commercial general liability;
2. Business auto liability; and
3. Employers liability.

E. The Township and Delaware Valley Property and Liability Trust (DVPLT) and their members, elected officials, trustees, officers and employees shall be named as additional insureds on the Service Provider's commercial general liability insurance and umbrella or excess liability insurance with respect to liability arising out of the services provided under this Contract by Service Provider.

F. Insurance or self-insurance provided to the Township and DVPLT and their members, elected officials, trustees, officers and employees under any Service Provider's liability insurance or self-insurance required herein shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Service Provider's liability insurance policies required herein.)

G. Insurance or self-insurance provided to the Township and DVPLT and their members, elected officials, trustees, officers and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to Montgomery Township and DVPLT and their members, trustees, officers and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Township and DVPLT and their members, trustees, officers and employees as specified herein.

#### **§140.7 – Indemnification**

To the fullest extent permitted by law, Service Provider agrees to defend, indemnify, pay on behalf of, and save harmless Montgomery Township, their trustees, elected officials, officers and employees against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Mobile Vendors for activities associated with mobile food vending in the Township. The Service Provider's obligation to defend and indemnify shall survive the termination of the permit.

#### **§140.8 – Fees and Deposit.**

An application for permit shall be accompanied by a fee in the amount established by resolution by the Montgomery Township Board of Supervisors. The Applicant will also be required to submit an amount determined by the Township as a deposit to be held in escrow during the duration of the permit to ensure proper cleanup of the location by the permit holder. The deposit will be returned to the Applicant by request upon expiration of the permit upon Township approval. Permits may be renewed monthly.

#### **§140.9 – Other licenses or permits.**

A permit obtained under this chapter shall not relieve any vendor of the responsibility of obtaining any other permit or authorization required by any other resolution, ordinance, statute or administrative rule.

#### **§140.10 – Mobile food vendor restrictions.**

- A. Mobile food vendors are responsible for providing receptacles for trash within five feet of their operation.
- B. A mobile food vendor may not sell or offer for sale any products or services:
  - 1) Within 15 feet from a fire hydrant.
- C. All sales by mobile food vendors shall cease to operate no later than 11:00 p.m. each day. Mobile food units shall be removed from public property no later than 11:00 p.m. each day.
- D. All mobile food vendors shall be limited to a block of four hours total per day to operate.

#### **§140.11 – Enforcement and Penalty**

Any person who violates any provision of this chapter shall be guilty of a summary offense; and for every such violation, upon conviction, shall be sentenced to pay a fine of not less than \$250.00, nor more than \$1,000.00, and the cost of prosecution.

## **II. Severability.**

The terms, conditions and provisions of this Chapter are hereby declared to be severable, and should any portion, part or provision of this Chapter be found by a court of competent jurisdiction

to be invalid, unenforceable or unconstitutional, the Montgomery Township Board of Supervisors hereby declares its intent that the Chapter shall have been repealed without regard to the invalid, unenforceable, or unconstitutional portion, part or provision of this Chapter.

**III. Repealer.**

Any and all other Ordinances or parts of Ordinances in conflict with the terms, conditions and provisions of this Ordinance are hereby repealed to the extent of such irreconcilable conflict.

**IV. Effective Date.**

This Ordinance shall be effective immediately enactment.

**ORDAINED AND ENACTED** by the Board of Supervisors of Montgomery Township on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

**MONTGOMERY TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Carolyn McCreary, Secretary

\_\_\_\_\_  
Tanya C. Bamford, Chair

**MONTGOMERY TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, CREATING A NEW CHAPTER 140, MOBILE FOOD VENDORS, OF THE MONTGOMERY TOWNSHIP CODE OF ORDINANCES - REGULATING THE OPERATION OF MOBILE FOOD VENDORS AND REQUIRING A PERMIT FOR THEIR OPERATION IN THE TOWNSHIP; REPEALING ALL INCONSISTENT ORDINANCES, OR PARTS THEREOF; AND PROVIDING A SEVERABILITY CLAUSE AND EFFECTIVE DATE**

**WHEREAS**, the number of mobile food vendors who wish to conduct business in the Township has grown significantly, presenting both opportunities and challenges for local government; and

**WHEREAS**, the Montgomery Township Code of Ordinances does not regulate the operation of mobile food vendors operating within the Township; and

**WHEREAS**, it is appropriate to establish reasonable guidelines and regulations to govern mobile food vending in Montgomery Township in an effort to provide opportunities for mobile food vendors to operate within the Township; and

**WHEREAS**, the Township further finds that such regulations are necessary to protect the public health, safety, and welfare of residents, business owners and visitors in the Township.

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- I. Part II, General Legislation of the Code of Ordinances of Montgomery Township is hereby amended as follows:**

**Chapter 140  
Montgomery Township Mobile Food Vendor Ordinance**

**§140.1 – Definitions.**

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**Mobile Food Vending** – Vending, serving, or offering for sale food and/or beverages from a mobile food vending unit which meets the definition of a retail food establishment.

**§140.2 - Scope.**



- A. The provisions of this ordinance apply to mobile food vendors engaged in the business of cooking, preparing, and distributing food or beverage with or without charge upon or in public and private restricted spaces.
- B. This ordinance does not apply to vehicles that dispense food and that move from place to place and are stationary in the same location for no more than 15 minutes at a time.
- C. Mobile food vendors shall only be permitted in the HLI II-Highway Limited Industrial II District and the RS-Regional Shopping Center District.
- D. Mobile food vendors are permitted to operate on active private residential property for a private event for a duration of four hours or less.

**§140.3 – Permit required.**

- A. It is unlawful for any person to operate within the Township a mobile food unit, as defined in this chapter, without having obtained a permit from the Township for that purpose.
- B. No person shall then sell or offer food products at any location until the food vendor has obtained a permit for that purpose.
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- D. Vendors operating under a special event permit issued by the Township are exempt from the permit requirement.

**§140.4 – General Permit.**

- A. Permits shall only be issued for mobile food vendors to operate in the HLI II-Highway Limited Industrial II District and the RS-Regional Shopping Center District or to operate on active private residential property as a caterer for a private event.
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- C. Permits are required to be renewed prior to the expiration date.
- D. Permits are not transferrable.

**§140.5 – Application for Permit.**

- A. Any vendor desiring to engage in mobile food vending in Montgomery Township shall submit a completed application to Montgomery Township Code Enforcement and receive a general permit issued by the Township.

- B. The applicant shall truthfully state, in full, all information requested on the application for permit issued by the Township. The application for a permit shall be accompanied by a fee as defined in this chapter.
- C. The owner of the mobile food unit must obtain and maintain insurance as outlined in Section 140.6 below. Each mobile food vendor must supply the Township with proof of insurance in the form of a certificate of insurance which names the Township as an additional insured party. Proof of insurance must be attached to the application for permit.
- D. The owner of the mobile food unit shall obtain written permission from the property owner in HLI II-Highway Limited Industrial II District and the RS-Regional Shopping Center District on which their mobile food unit will operate. This written permission must be attached to the application as an exhibit.

**§140.6 – Insurance requirements for mobile food vendors.**

- A. The owner of the mobile food unit shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:
  - a. Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:  
  
\$1,000,000 each occurrence;  
\$1,000,000 personal and advertising injury;  
\$1,000,000 general aggregate; and  
\$1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- 1. Liability arising from premises and operations;
  - 2. Liability arising from the actions of independent contractors; and
  - 3. Contractual liability including protection for the Mobile Vendor from bodily injury and property damage claims arising out of liability assumed under this contract.
- B. Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
  - 1. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos); and
  - 2. Automobile contractual liability
- C. If the Mobile Food Vendor has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including

standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$1,000,000 each accident for bodily injury by accident;
- \$1,000,000 each employee for bodily injury by disease; and
- \$1,000,000 policy limit for bodily injury by disease.

D. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

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

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

1. Commercial general liability;
2. Business auto liability; and
3. Employers liability.

E. The Township and Delaware Valley Property and Liability Trust (DVPLT) and their members, elected officials, trustees, officers and employees shall be named as additional insureds on the Service Provider's commercial general liability insurance and umbrella or excess liability insurance with respect to liability arising out of the services provided under this Contract by Service Provider.

F. Insurance or self-insurance provided to the Township and DVPLT and their members, elected officials, trustees, officers and employees under any Service Provider's liability insurance or self-insurance required herein shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Service Provider's liability insurance policies required herein.)

G. Insurance or self-insurance provided to the Township and DVPLT and their members, elected officials, trustees, officers and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to Montgomery Township and DVPLT and their members, trustees, officers and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Township and DVPLT and their members, trustees, officers and employees as specified herein.

#### **§140.7 – Indemnification**

To the fullest extent permitted by law, Service Provider agrees to defend, indemnify, pay on behalf of, and save harmless Montgomery Township, their trustees, elected officials, officers and employees against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Mobile Vendors for activities associated with mobile food vending in the Township. The Service Provider's obligation to defend and indemnify shall survive the termination of the permit.

#### **§140.8 – Fees and Deposit.**

An application for permit shall be accompanied by a fee in the amount established by resolution by the Montgomery Township Board of Supervisors. The Applicant will also be required to submit an amount determined by the Township as a deposit to be held in escrow during the duration of the permit to ensure proper cleanup of the location by the permit holder. The deposit will be returned to the Applicant by request upon expiration of the permit upon Township approval. Permits may be renewed monthly.

#### **§140.9 – Other licenses or permits.**

A permit obtained under this chapter shall not relieve any vendor of the responsibility of obtaining any other permit or authorization required by any other resolution, ordinance, statute or administrative rule.

#### **§140.10 – Mobile food vendor restrictions.**

- A. Mobile food vendors are responsible for providing receptacles for trash within five feet of their operation.
- B. A mobile food vendor may not sell or offer for sale any products or services:
  - 1) Within 15 feet from a fire hydrant.
- C. All sales by mobile food vendors shall cease to operate no later than 11:00 p.m. each day. Mobile food units shall be removed from public property no later than 11:00 p.m. each day.
- D. All mobile food vendors shall be limited to a block of four hours total per day to operate.

#### **§140.11 – Enforcement and Penalty**

Any person who violates any provision of this chapter shall be guilty of a summary offense; and for every such violation, upon conviction, shall be sentenced to pay a fine of not less than \$250.00, nor more than \$1,000.00, and the cost of prosecution.

## **II. Severability.**

The terms, conditions and provisions of this Chapter are hereby declared to be severable, and should any portion, part or provision of this Chapter be found by a court of competent jurisdiction

to be invalid, unenforceable or unconstitutional, the Montgomery Township Board of Supervisors hereby declares its intent that the Chapter shall have been repealed without regard to the invalid, unenforceable, or unconstitutional portion, part or provision of this Chapter.

**III. Repealer.**

Any and all other Ordinances or parts of Ordinances in conflict with the terms, conditions and provisions of this Ordinance are hereby repealed to the extent of such irreconcilable conflict.

**IV. Effective Date.**

This Ordinance shall be effective immediately enactment.

**ORDAINED AND ENACTED** by the Board of Supervisors of Montgomery Township on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

**MONTGOMERY TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Carolyn McCreary, Secretary

\_\_\_\_\_  
Tanya C. Bamford, Chair

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #10

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SUBJECT:	Consider Waiver of Permit Fee - Mary, Mother of the Redeemer Catholic Church – New Gas System
MEETING DATE:	April 12, 2021
BOARD LIAISON:	Tanya C. Bamford, Chair
INITIATED BY:	Bruce Shoupe, Director of Planning and Zoning

---

**BACKGROUND:**

In the past, it has been the policy of the Board of Supervisors to waive permit fees for non-profit and religious organizations. The Township has received a request from Mary, Mother of the Redeemer Catholic Church to waive all permit fees associated with the new gas system to be install for the Rectory and Parish Office Building.

**BUDGET IMPACT:**

Permit Fee would be \$644.50

**RECOMMENDATION:**

Consistent with Township policy on permit fees, it is recommended that the Board approve the waiver of the permit fee.

**MOTION/RESOLUTION:**

**Motion** to approve the request to waive the permit fee in the amount of \$ 644.50 associated with the new gas service to be installed at Mary, Mother of the Redeemer Church.

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



# Mary, Mother of the Redeemer

— CATHOLIC CHURCH —

March 17, 2021

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

MAR 17 2021

Re: Installation of a New Gas System

Permit fee  
would be  
\$644.50

Dear Ms. McCreary,

We are respectfully requesting a Waiver of the Building Permit fee for the installation of a new gas system for the rectory and parish office building.

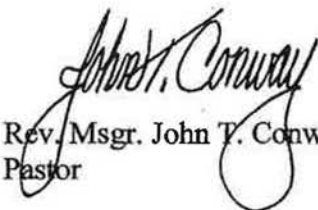
The rectory project involves work from the new gas meter to the existing appliance locations. The line will be sized to handle the future conversion of the steam boiler to natural gas. The office project involves work from the meter location to the back of the office.

Carney Plumbing will obtain the necessary permits prior to the beginning of construction, which is expected to begin in late March.

If you should have additional questions, please feel free to contact me.

Thank you for your kind consideration in this matter.

Respectfully,

  
Rev. Msgr. John T. Conway  
Pastor

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

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SUBJECT: Request Authorization to Purchase a Thermoplastic Line Paint Applicator  
MEETING DATE: April 12, 2021  
BOARD LIAISON: Tanya C. Bamford, Chair  
INITIATED BY: Greg Reiff, Public Works Director

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**BACKGROUND:**

In 2021, the Public Works Department is scheduled to purchase a new Thermoplastic Line Paint Applicator. At this time, staff is proposing to purchase one Graco Thermolazer Promelt System as approved in the 2021 Final Budget.

Attached are three (3) quotes from three (3) qualified and responsible vendors/contractors. Sherwin Williams Spray Center has provided us with the lowest quote of \$15,685.00. The equipment meets the specifications prepared by the department.

**BUDGET IMPACT:**

A total of \$20,000.00 was included in the 2021 Approved Final Budget for the purchase of the Thermoplastic Line Paint Applicator with State Liquid Fuels Funds.

**RECOMMENDATION:**

It is recommended the Board of Supervisors approves the awarding of the contract for the referenced purchase per the 2021 approved Final Budget.

**MOTION/RESOLUTION:**

**Motion** to award the contract for the purchase of one Graco Thermolazer Promelt System from Sherwin Williams Spray Center, at a total cost of \$15,685.00 per their quote dated April 7, 2021.

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



March 25, 2021

Montgomery Township Public Works  
Attn: Scott Stutzman

Scott thank you for the opportunity to quote on the following Graco Thermo equipment. If you have any questions please give me a call.

1ea	24H623	Graco Thermolazer ProMelt System w6"die	\$15,685.00
1ea	24H430	12" / 30 cm Smart Die II	\$1785.00

Scott Sherwin Williams is set up with Costars our number is 008-100. Also we are set up as a Graco Master service Dealer we do all warranty work in our Springfield Delaware county shop. We have 2 full time mechanics who work on equipment. We will come out to your shop and train your people on the operation of the above equipment.

PS: On April 8<sup>th</sup> we are having a Line Marking show at our Springfield location, it will be from 10AM till 2PM . Graco will be there with their equipment and answer any questions you should have.

Thank You and Stay Safe  
Sherwin Williams Spray Center  
37 Baltimore Pike  
Springfield, PA 19064  
Jim Barrett  
610-331-5270 cell  
610-328-0788 office

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #12

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SUBJECT: Consider Award of Contract for the 2021 Lawn Care Treatment  
MEETING DATE: April 12, 2021  
BOARD LIAISON: Tanya C. Bamford, Chair  
INITIATED BY: Greg Reiff, Public Works Director

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**BACKGROUND:**

The Public Works Department attempted to obtain three (3) quotes from three (3) qualified and responsible vendors/contractors. Documentation has been kept on file indicating that only one of the vendors, Moyer Indoor/Outdoor is able to meet the specifications set forth by the Township. Moyer Indoor/Outdoor has provided us with a quote dated February 10, 2021 in the amount of \$17,966.00.

**BUDGET IMPACT:**

The 2021 adopted budget includes \$18,500.00 in the Park Contracted Services Fund for this project.

**RECOMMENDATION:**

Per the quote provided, award the contract to Moyer Indoor/Outdoor, the only qualified vendor, to perform the services outlined in our specifications.

**MOTION/RESOLUTION:**

**Motion** to award the contract for the 2021 Lawn Care Treatment to Moyer Indoor/Outdoor, the only qualified vendor, in the amount of \$17,966.00

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

## **Stacey Rymkiewicz**

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**From:** Brian Thomas <Brian.Thomas@emoyer.com>  
**Sent:** Wednesday, February 10, 2021 7:33 AM  
**To:** Stacey Rymkiewicz  
**Cc:** Gregory A. Reiff  
**Subject:** RE: Specs - Lawn Treatment 2021

Stacey,

Our pricing for this year is \$17,966.00 for both boom and hand spraying. If you need anything else please don't hesitate to reach out to me.

Thanks

Brian

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**From:** Stacey Rymkiewicz [mailto:srymkiewicz@montgomerytp.org]  
**Sent:** Friday, February 5, 2021 9:11 AM  
**To:** Brian Thomas  
**Cc:** Gregory A. Reiff  
**Subject:** Specs - Lawn Treatment 2021

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Morning Brian,

Attached, please find the specifications that Greg spoke with you about getting a cost estimate on. Please take a look at it and provide us with pricing at your earliest convenience.

If you have any questions or need any additional information, please feel free to give us a call. Thank you.

Stacey

***Stacey A. Rymkiewicz***

Administrative Assistant  
Montgomery Township Public Works Department  
1001 Stump Road  
Montgomeryville, Pennsylvania 18936  
(215) 855-0510 (Phone)  
(215) 855-4474 (Fax)  
[www.montgomerytp.org](http://www.montgomerytp.org)

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MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #13

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SUBJECT: Request Authorization to Purchase a Zero-Turn Mower  
MEETING DATE: April 12, 2021  
BOARD LIAISON: Tanya C. Bamford, Chair  
INITIATED BY: Greg Reiff, Public Works Director

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**BACKGROUND:**

In 2021, the Public Works Department is scheduled to purchase a new Zero-Turn Mower. At this time, staff is proposing to purchase one Toro Z Master 7500 Series Zero-Turn Mower as approved in the 2021 Final Budget.

Attached is a quote dated March 31, 2021, from Turf Equipment and Supply Company, an authorized vendor under the Co-Stars Cooperative Purchase Program (Contract #4400020108), to provide the requested equipment at a total cost of \$22,645.21. The equipment meets the specifications prepared by the department.

**BUDGET IMPACT:**

A total of \$30,000.00 was included in the 2021 Approved Final Budget for the purchase of the Zero Turn Mower.

**RECOMMENDATION:**

It is recommended the Board of Supervisors approves the awarding of the contract for the referenced purchase.

**MOTION/RESOLUTION:**

**Motion** to award the contract for the purchase of one 2021 Toro Z Master 7500 Series Zero-Turn Mower from Turf Equipment and Supply Company, an authorized vendor under the Co-Stars Cooperative Purchase Program, at a total cost of \$22,645.21 per their quote dated March 31, 2021.

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



## BID QUOTE

Date: March 31, 2021

To: Montgomery Township  
Greg Reiff  
Director of Public Works  
1001 Stump Rd  
Montgomeryville, PA 18936  
greiff@montgomerytwp.org

From: Chrissy Hale on behalf of Sean Cullen  
Turf Equipment and Supply Co.  
chrissyhale@turf-equipment.com

FOB: Destination

Terms: Net 30; 2.5% fee for credit card payments

Contract: PA 4400020108

TORO Model Number	TORO Model Description	MSRP	State Contract Discount Price
72076	Z Master Zero-Turn Riders - 7500 Series 37 HP Yanmar Diesel w/ 72" TURBO FORCE Deck	\$32,443.00	\$22,645.21

Thank you for your interest in Toro products. Subject to availability.

### Participating Vendor



Montgomery Township COSTARS Member # 2293  
PA State Contract # 4400020108  
Contract Period - January 1, 2019 to December 31, 2021  
Vendor #417322  
Federal I.D. #52-1164738

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

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SUBJECT: Consider Adoption of Resolution - PennDOT Traffic Signal Maintenance Agreement  
MEETING DATE: April 12, 2021  
BOARD LIAISON: Tanya C. Bamford, Chairperson  
INITIATED BY: Carolyn McCreary, Township Manager

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**BACKGROUND:**

PennDOT has started a new process for all traffic signals within a municipality to streamline the process and reduce paperwork each time a traffic signal is modified or proposed. The new process will involve one resolution and an agreement that will cover all the traffic signals within the Township. The one-time resolution is included in your packet accompanied by the maintenance agreement.

**PREVIOUS BOARD ACTION:** None

**BUDGET IMPACT:** None

**RECOMMENDATION:**

Staff recommends the Board adopt a resolution necessary for the Township to execute the TSM agreement.

**MOTION/RESOLUTION:**

**Motion** to adopt the resolution authorizing the Township to submit the Traffic Signal Maintenance Agreement to PennDOT for their new system processing.

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

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

AGREEMENT NO.: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**COMMONWEALTH AND MUNICIPAL  
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

This Commonwealth and Municipal Traffic Signal Maintenance Agreement ("Agreement") is made between the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT")

and

Montgomery Township, a political subdivision in the County of  
Montgomery, Pennsylvania, by acting through its proper official ("Municipality").

**BACKGROUND**

This Agreement is pursuant to 74 Pa.C.S. Chapter 92 (relating to traffic signals) and 75 Pa.C.S. § 6122 (relating to authority to erect traffic control devices) to define maintenance requirements for all traffic signals within the Municipality.

Local authorities are required to obtain the approval of PennDOT prior to erecting any traffic signal pursuant to 75 Pa.C.S. § 6122(a)(2). Local authorities are responsible for the installation, revision, maintenance, operation and removal of traffic signals on highways under their jurisdiction with written PennDOT approval pursuant to 67 Pa. Code § 212.5(c)(1). The Municipality is a local authority having the authority to enact laws relating to traffic pursuant to the definition in 75 Pa.C.S. § 102.



The Municipality is required to enter into an agreement with PennDOT to properly maintain and time traffic signals for critical corridors pursuant to 74 Pa.C.S. § 9202(b). The Municipality may enter into an agreement with PennDOT to properly maintain and time traffic signals for designated corridors pursuant to 74 Pa.C.S. § 9202(a). An agreement is required as a condition of eligibility for financial assistance out of the Motor License Fund to replace, synchronize, time, operate, and maintain traffic signals pursuant to 75 Pa.C.S. § 9511(e.1)(5).

Traffic signal equipment is installed to serve a specific purpose through a distinct mode of operations.

PennDOT and the Municipality share a common interest in facilitating the safe and efficient management of traffic flow on a daily basis as well as during incidents.

The parties agree, with the intent to be legally bound, to the following:

1. **Defined Terms.** In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the terms set forth below shall have the respective meanings set forth below.
  - a. **Maintenance** means preventative, periodic, and emergency work (including by contract), as described in this Agreement. The definition shall include all work forms and tenses (including, but not limited to, maintain, maintained, and maintaining).
  - b. **Personally Identifiable Information** means individual's name, address, photograph, social security number, driver identification number, photograph, medical or disability information, or a combination of that information, as per 18 U.S.C. § 2725(3), the Breach of Personal Information Notification Act, 73 P.S. § 2301, et seq., Commonwealth IT Policy ITP-SEC019 (Policy and Procedures for Protecting Commonwealth Electronic Data), and the applicable OPD documents publicly available at: <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.

- c. **Traffic Control Devices** means geometric features, signs, signals, pavement markings, pedestrian accommodations, and other items associated with traffic control devices.
- d. **TSAMS** means Traffic Signal Asset Management System and is the preferred method for electronic record keeping.
- e. **Traffic Signal** means an electronically operated traffic control device that facilitates the orderly movement of traffic (including, without limitation, traffic control signals, pedestrian signals, flashing beacons, emergency vehicle access signals, lane-use control signals, ramp metering signals, school warning systems, and in-roadway lights). The useful life of traffic signal equipment is defined as the time from installation until it is either removed or replaced with signal equipment or other traffic control device(s) which better serves the need of the intersection.
- f. **Traffic Signal Permit** means a document issued by PennDOT, which:
  - i. approves installation of the Traffic Signal;
  - ii. captures some basic information such as who the permit is issued to, the hours that the Traffic Signal will be on flash, the type of controller mounting, and the permittee's responsibilities; and
  - iii. contains information about the operation of the Traffic Signal, the placement of signal equipment, signing, and markings, and a signal plan sheet showing a scaled drawing of the intersection with the approved Traffic Signal and other associated traffic control devices (such as signal structures, vehicular and pedestrian signal heads, controller, traffic detectors, traffic signs and any sign structures, pavement markings, pedestrian curb ramps).

2. **Applicability.** This agreement applies to all traffic signals in the Municipality for which a Traffic Signal Permit has been issued by PennDOT. Traffic Signals shall remain subject to this Agreement in perpetuity unless and until the Traffic Signal Permit is cancelled by PennDOT. A record of Traffic Signal Permits is maintained electronically by PennDOT and may be accessed at any time by the Municipality.

### 3. **Ownership of Traffic Signals and Maintenance Requirements.**

**a. Ownership.**

- i. Title to all Traffic Signal installations shall vest in the Municipality, unless PennDOT has indicated otherwise through publication in the Pennsylvania Bulletin pursuant to 74 Pa.C.S. § 9202(i)(1).
- ii. When a new Traffic Signal is constructed, ownership of the Traffic Signal transfers to the Municipality upon end of the thirty- (30-) day test period. PennDOT will confirm end of the thirty- (30-) day test period in writing.
- iii. When a Traffic Signal is modified, ownership of the modified elements of the Traffic Signal transfers to the Municipality upon end of the thirty- (30-) day test period in writing. Traffic Signal appurtenances that are not modified as part of the work remain under ownership of the Municipality.
- iv. All items associated with the Traffic Control Device are the Municipality's responsibility, as documented on the Traffic Signal Permit issued by PennDOT. Longitudinal pavement markings on state highways are the responsibility of PennDOT and will be maintained by PennDOT.
- v. The Municipality shall, at its own expense, operate the Traffic Signals in accordance with the permit(s) issued by PennDOT.

**b. Preventative and Response Maintenance.**

- i. The Municipality shall provide preventative and response Maintenance at its own expense, for all Traffic Signals owned by the Municipality in order to provide the Maintenance program described in this Agreement.
- ii. The required preventative and response Maintenance functions shall be provided in the manner indicated in Exhibit A, attached to and made part of this Agreement.
- iii. The Municipality agrees that the provisions of Exhibit B, attached to and made a part of this Agreement, shall apply if either Maintenance function is performed using municipal personnel.
- iv. If the Municipality employs a contractor to perform either Maintenance function, the Municipality agrees to submit the name and address of the contractor to PennDOT using the form in Exhibit C, attached to and made part of this Agreement, together with a copy of the agreement between the

contractor and the Municipality. The Municipality shall submit a revised Municipal Contact Form (Exhibit C) within thirty (30) days of any changes to the information contained on the form. The form shall be submitted to the attention of the District Traffic Engineer within the PennDOT Engineering District encompassing the Municipality, or in such other format as prescribed by PennDOT. The use of a contractor does not relieve the Municipality of any obligations of this Agreement.

**c. Maintenance Records.**

- i. The Municipality agrees to prepare and retain an accurate record of the preventative and response Maintenance activities performed on Traffic Signals owned by the Municipality in accordance with the provisions of Exhibit D, attached to and made part of this Agreement.
- ii. The Municipality shall make Maintenance records available at all reasonable times for inspection by PennDOT.

4. **Failure to Perform Maintenance.** If the Municipality fails to fulfill its responsibilities as described herein, PennDOT shall provide written notice pursuant to 74 Pa.C.S. § 9202(e). If the Municipality failed to meet the requirements of the written notice, PennDOT may take action to correct the deficiencies and may deduct the actual costs of correcting the deficiencies from the Municipality's liquid fuels payments pursuant to 74 Pa.C.S. § 9202(g). Performance of the Maintenance services by PennDOT in the Municipality's stead shall not relieve the Municipality of its responsibility for continued Maintenance of Traffic Signals. If the Traffic Signal was installed or improved using state or federal funds, federal- and/or state-aid participation may be withheld on all future projects until the Municipality demonstrates to PennDOT and the Federal Highway Administration that all required Maintenance and operation services are being provided by the Municipality without the necessity of PennDOT performing duties herein described as being the responsibility of the Municipality.

5. **Notices.** Notices sent by PennDOT to the Municipality relating to Traffic Signals will be sent by regular mail, facsimile, e-mail, or delivery in person to the address of the nonemergency contact provided on the form in Exhibit C.
6. **Application for Traffic Signal Permits.** A signed Traffic Signal Application Form TE-160, see attached Exhibit E, attached to and made part of this Agreement, shall be submitted by the Municipality in accordance with the form and instructions provided by PennDOT, and a Traffic Signal Permit must be issued by PennDOT, before any work can begin on any new Traffic Signal or modification to an existing Traffic Signal. If PennDOT approves a new Traffic Signal after a traffic engineering study and engineering judgment indicates the need, the Traffic Signal shall be installed, owned, operated, and maintained in accordance with this Agreement. PennDOT may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the Traffic Signal, or require removal of the Traffic Signal, if traffic conditions or other considerations necessitate alteration or removal. The Municipality is responsible for the obtaining approval for installation of Traffic Signal appurtenances outside highway right-of-way. Traffic Signals installed using Liquid Fuels Tax funds must conform to PennDOT specifications as set forth in the current Publication 408, supplements and Standard Drawings.
7. **Highway Occupancy Permits.** Section 441.3 of Title 67 of the Pennsylvania Code (67 Pa. Code, Chapter 441) stipulates that a highway occupancy permit is required from the Department prior to the construction or alteration of any driveway, local road, drainage facility, or structure within state highway right-of-way; or connection to or alteration of a PennDOT drainage facility. The Municipality shall submit for a Highway Occupancy Permit whenever embankment removal, curbing and/or sidewalk, drainage structures, changes in highway geometry, pavement widening, or installation of additional lanes are performed within the right-of-way of any state highway. Additional requirements and guidance are defined within Publication 441 (*see* Chapter 441, i.e., "Access to and Occupancy of Highways by Driveways and Local Roads").

**8. Remote Communications and Operations.**

- a. **Virtual Private Network.** Communications (including field-to-field and field-to-network) access shall be provided through PennDOT's virtual private network ("VPN"). The Municipality may request user credentials, which may be provided on a case-by-case basis at PennDOT's discretion.
- b. **System Equipment Cabinet.** Access to the on-site equipment cabinet housing connections to PennDOT's VPN shall be restricted (by key, access badge, or otherwise). The Municipality may request access, which may be provided at the PennDOT's discretion. PennDOT may establish minimum qualifications for Traffic Signal technicians to have access.
- c. **Traffic Signal System Monitoring.** The Municipality agrees to permit PennDOT to monitor traffic conditions using Traffic Signal equipment within the boundaries of the Municipality during times of normal traffic flow and during times of an incident. PennDOT during signal monitoring will suggest traffic signal timing adjustments to the Municipality in order to improve normal traffic flow. Traffic signal timings suggested to improve normal traffic flow can be implemented remotely by either PennDOT or the Municipality upon mutual acceptance of new timings.
- d. **Incident Management.** In the event of an incident, the Municipality agrees to allow PennDOT to implement revised traffic signal timing and phasing plans at any Traffic Signal subject to this agreement. PennDOT will contact the Municipality prior to the implementation of revised traffic signal timing and phasing plans. Upon clearance of incident, PennDOT will return affected Traffic Signals to operate as reflected on the approved Traffic Signal Permit. Upon resumption of normal operations, PennDOT will notify the Municipality. Notification under this section from PennDOT to the Municipality will be to the emergency contact identified in Exhibit C.

9. **Data Ownership.** All data generated by the Traffic Signal equipment shall be jointly owned by PennDOT and the Municipality. PennDOT or the Municipality may share data with third parties for the purpose of providing traveler information. PennDOT and the



Municipality have the obligation to protect any Personally Identifiable Information collected in accordance with the applicable laws and regulations.

10. **Engineering Studies and Ordinances.** The Municipality shall comply with the study and ordinance requirements of 75 Pa.C.S. § 6109.

11. **Save Harmless.** The Municipality agrees that it will indemnify, save harmless and defend (if requested) PennDOT, its agents, representatives and employees, from all suits, actions or claims of any character name or description, damages, judgments, expenses, attorney's fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the Municipality, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter. This provision shall not be construed to limit the Municipality in asserting any rights or defenses. Additionally, the Municipality shall include in any contracts into which it enters for Maintenance, operation, or inspection of the traffic control device this same obligation to indemnify PennDOT and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming PennDOT and the Municipality as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify PennDOT and the Municipality.

12. **Required Commonwealth Provisions.** The Municipality shall comply with the following required Commonwealth provisions. As used in these provisions, "Contractor" refers to the Municipality:

- a. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, attached as Exhibit F.
- b. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, attached as Exhibit G.



- c. **Provisions Concerning the Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, attached as Exhibit H.
  - d. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, attached as Exhibit I.
13. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Grantee shall comply with, the clause entitled Contract Provisions—Right to Know Law, attached as Exhibit J and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the Grantee.
14. **Form TE-160 Application for Traffic Signal Approval.** Applications for traffic signals shall follow the process as specified in PennDOT Publication 46. As part of this process, the Municipality shall submit via writing recommended changes to the existing traffic signals, or request to remove an existing Traffic Signal or install a new Traffic Signal using Form TE-160, attached as Exhibit E, along with all supporting studies and documentation for PennDOT review and approval.
15. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties, except as otherwise provided in this Agreement. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.
16. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.
17. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or the laws of the Commonwealth, or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of

the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

18. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other parties of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
19. **Independence of the Parties.** This Agreement is not intended and shall not be construed to, in any respect, create or establish the relationship of partners between the Municipality and PennDOT, or to constitute PennDOT as the representative or general agent of the Municipality for any purpose whatsoever.
20. **Assignment.** This Agreement may not be assigned by the Municipality, either in whole or in part, without the written consent of the Commonwealth.
21. **No Third-Party Beneficiary Right.** This Agreement does not create or confer any rights in or on persons or entities not a party to this Agreement.
22. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if the failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimized delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
23. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all

the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. No conditions precedent to the performance of this Agreement exist, except as expressly set forth in this Agreement.

24. **Repeals.** Upon execution of this Agreement, any other existing agreements between PennDOT and the Municipality relating to the Maintenance of Traffic Signals are superseded and repealed, and any such Traffic Signals shall be subject to the terms of this Agreement.

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

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

**Attest:**

**Municipality**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carolyn McCreary

\_\_\_\_\_  
Tanya C. Bamford

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Township Manager/Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Please attach a resolution providing proof of signature authority for the signer to sign on behalf of the Municipality, Authority or other governmental entity. Signers need to indicate titles and date signatures.

\_\_\_\_\_  
**COMMONWEALTH OF PENNSYLVANIA**  
**DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGALITY:**

BY \_\_\_\_\_

Office of Chief Counsel

\_\_\_\_\_  
Date

BY \_\_\_\_\_

Office of General Counsel

\_\_\_\_\_  
Date

BY \_\_\_\_\_

Office of Attorney General

\_\_\_\_\_  
Date

AT-88.0

## **PREVENTATIVE AND RESPONSE MAINTENANCE REQUIREMENTS**

### **PREVENTATIVE MAINTENANCE**

Municipality or its contractor shall provide preventative maintenance for individual components of each traffic signal installation covered by this Agreement. PennDOT Publication 191 identifies the required preventative maintenance activities/scheduling intervals for each of the various traffic signal components. Provide preventative maintenance as specified in Publication 191 to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

### **RESPONSE MAINTENANCE**

Municipality or its contractor shall provide response maintenance for individual components of each traffic signal installation covered by this Agreement. PennDOT Publication 191 identifies the required response intervals and repair intervals for each of the various traffic signal components. Provide response maintenance as specified in Publication 191 to restore a traffic signal system to proper and safe operation. Includes Emergency (Temporary) Repair and Final Repair.

#### **FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit and within response intervals and repair intervals as specified in Publication 191.

#### **EMERGENCY (TEMPORARY) REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within response intervals and repair intervals as specified in Publication 191. Final repairs must then be completed within time intervals as specified in Publication 191.

## SIGNAL MAINTENANCE ORGANIZATION

### PERSONNEL CLASSIFICATIONS

In order to properly maintain the traffic signal equipment covered by this agreement, Municipality agrees to provide, as minimum, the following staff throughout the useful life of the equipment. Municipality agrees to abide by all guidance provided in PennDOT Publication 191 related to minimum requirements for each position as follows:

Traffic Engineer – Administrative position with prime responsibility for proper operation of traffic signal equipment. Supervises and plans activities of Signal Technicians and Signal Specialists to ensure adequate preventative and response maintenance programs.

Signal Specialist – Responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Signal Technician – Responsible for the operation and maintenance of traffic signals and all associated equipment.

### TRAINING

Municipality agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. Municipality agrees to abide by all guidance provided in PennDOT Publication 191.

### BUDGET REQUIREMENTS

Municipality agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this agreement. Municipality agrees to abide by all guidance provided in PennDOT Publication 191.

## MUNICIPAL CONTACT INFORMATION

### Non – Emergency Municipal Contact Information

Name of Municipality: Montgomery Township  
Municipal Address: 1001 Stump Road, Montgomeryville, PA 18936  
Municipal Phone Number: (215) 855-6656 Alternate Phone Number: \_\_\_\_\_  
Municipal Contact Person: Carolyn McCreary Title: Township Manager  
E-mail Address: cmccreary@montgomerytp.org  
Municipal Hours of Operation: Monday - Friday: 8:30 AM - 4:30 PM  
Preferred Method of Contact: ☐ Phone ☒ E-Mail

### Emergency Municipal Contact Information

Emergency Contact Person: Greg Reiff Title: Public Works Director  
Municipal Phone Number: (215) 855-0510 Alternate Phone Number: (215) 651-2053  
E-mail Address: greiff@montgomerytp.org  
Preferred Method of Contact: ☒ Phone ☐ E-Mail

### Maintenance and Operation Information

Preventative Maintenance performed by:

☐ Municipal Personnel ☐ Municipal Contractor ☒ Municipal Personnel & Contractor

Response Maintenance performed by:

☐ Municipal Personnel ☐ Municipal Contractor ☒ Municipal Personnel & Contractor

Maintenance and Operations Contractor Contact Name: Greg Reiff

Company/Organization: Montgomery Township Public Works

Phone #: (215) 855-0510 Alt Phone #: \_\_\_\_\_

E-mail: publicworks@montgomerytp.org



## RECORDKEEPING

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. Municipality shall prepare, retain, and make available to PennDOT, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this agreement.

Municipality shall establish a separate file for each traffic signal installation and keep its records in TSAMS or on other forms prescribed by PennDOT in Publication 191.

At a minimum, the following records shall be kept by the Municipality or its contractor for each intersection.

### Master Intersection Record

List of all maintenance functions performed at the intersection, which should be updated within one day of the activity but no more than one week later

### Response Maintenance Record

A log recording the location, date, time, caller, receiver and complaint received, maintenance personnel, time dispatched, trouble found, and time cleared

### Preventive Maintenance Record

A log for each preventative maintenance service that includes the date, tasks performed, and signatures of personnel performing the work

**Application for  
Traffic Signal Approval**

## DEPARTMENT USE ONLY

 County \_\_\_\_\_  
 Engineering District \_\_\_\_\_  
 Department Tracking #: \_\_\_\_\_  
 Initial Submission Date: \_\_\_\_\_
**A – Maintenance and Operation Information**

- ☐ Municipality has an existing Traffic Signal Maintenance Agreement covering all signals in the municipality. Issuance of a new or revise permit amends Municipality's signal list in TSAMS.
- ☐ Municipality does not have an existing Traffic Signal Maintenance Agreement covering all signals in the municipality. Traffic Signal Maintenance Agreement must be completed, executed by the municipality, and attached to this application.

**B – Application Description**

PennDOT District: \_\_\_\_\_ County: \_\_\_\_\_ Municipality: \_\_\_\_\_

Location (Intersection): \_\_\_\_\_

 Traffic Control Device is: ☐ **NEW** Traffic Signal ☐ **EXISTING** Traffic Signal, permit # \_\_\_\_\_

 Type of Device (select one): ☐ Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  
☐ Flashing Beacon (MUTCD Section 4L)  
☐ School Warning System (MUTCD Section 7B)  
☐ Other

 Is Traffic Signal part of a system? ☐ Yes ☐ No System Number (if applicable): \_\_\_\_\_

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements

**C – Attachments Listing**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Municipal Resolution           | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes/Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                 |
| <input type="checkbox"/> Warrant Analysis               | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies           |
| <input type="checkbox"/> Crash Analysis                 | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Municipal Contact Information      |
| <input type="checkbox"/> Traffic Signal Study           | <input type="checkbox"/> Traffic Impact Study (TIS) | <input type="checkbox"/> Other:                             |
| <input type="checkbox"/> Condition Diagram              |   |   |

**D – Applicant (Municipal) Certification**

The applicant desires to own, operate, and maintain the traffic control device in the location identified above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. Applicant agrees to own and maintain the traffic signal in accordance with the Traffic Signal Maintenance Agreement executed between Municipality and the Department, dated \_\_\_\_\_.

By: \_\_\_\_\_ (signature) Date: \_\_\_\_\_

Printed Name of Municipal Authorized Official: \_\_\_\_\_ Title of Signatory: \_\_\_\_\_

## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

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

Exhibit F



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

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

Exhibit F





## CONTRACTOR INTEGRITY PROVISIONS

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

**1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
  - (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

**2.** In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



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

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

Exhibit G



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





**PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT**

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

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

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

EXHIBIT H



## **Contractor Responsibility Provisions**

**(December 2020)**

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

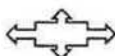
- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth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

Exhibit I

### **Contract Provisions – Right to Know Law**

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

### EXHIBIT J

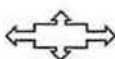


g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

## EXHIBIT J



**RESOLUTION**

BE IT RESOLVED, by authority of the Montgomery Township Board of Supervisors  
of the Montgomery Township, Montgomery County  
County, and it is hereby resolved by authority of the same, that the Township Manager  
of Montgomery Township be authorized and directed to submit  
the attached Traffic Signal Maintenance Agreement, to submit future modifications to the attached  
Traffic Signal Maintenance Agreement, and to submit future Applications for Traffic Signal  
Approval either in writing or via electronic signature, to the Department of Transportation and to  
sign this Agreement on behalf of Montgomery Township.

Attest:

Montgomery Township

Signature

Date

By:

Signature

Date

Township Manager

Chairperson of the Board of Supervisors

Title

Title

I, Tanya C. Bamford, Chairperson  
(Name) (Official title)

of the Board of Supervisors, Montgomery Township, do hereby certify that the  
(Name of governing body and Municipality)

foregoing is a true and correct copy of the Resolution legally adopted at the meeting held

the 12th day of April, 2021.

(SEAL)



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

---

SUBJECT: Consider Approval of Settlement for Business Privilege Tax-Republic Service  
MEETING DATE: April 12, 2021  
BOARD LIAISON: Tanya Bamford, Chair  
INITIATED BY: Carolyn McCreary, Township Manager

---

**BACKGROUND:**

The Township filed suit to secure a \$37,567.00 judgment since the taxpayer failed to file an appeal within the required 90-day period. There will be an additional cost to the Township to have the court order the judgment and collect the funds due.

Because the cost of litigation could be \$2,500 to \$5,000 we countered their settlement offer of \$30,000 with an offer of \$32,500.

**PREVIOUS BOARD ACTION:** None

**BUDGET IMPACT:**

Settlement for the tax appeal will result in a payment of \$32,500.00 to the Township.

**RECOMMENDATION:**

Staff and the Township Solicitor's office recommends the Board of Supervisors approve the proposed settlement.

**MOTION/RESOLUTION:**

**Motion** to approve the settlement agreement for BFI Waste Services of Pennsylvania, LLC doing business as Republic Services of Bucks-Mont and authorize the Chairperson to execute on behalf of the Township.

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

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

**BUSINESS PRIVILEGE TAX  
SETTLEMENT AGREEMENT AND RELEASE**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between MONTGOMERY TOWNSHIP, a second class township organized and existing in accordance with the laws of the Commonwealth of Pennsylvania, maintaining its offices at 1001 Stump Road, Montgomeryville, Pennsylvania 18936 (hereinafter, "Township"), BFI Waste Services of Pennsylvania, LLC dba Republic Services of Bucks-Mont, a Pennsylvania limited liability company with business addresses at 731 Reliance Road, Telford, PA 18969 and 372 S Henderson Road, King of Prussia, PA 19406 and Blue Mountain Recycling, LLC, a Pennsylvania Limited Liability Company doing business at 1050 Bethlehem Pike, North Wales, PA (collectively, BFI Waste Services of Pennsylvania, LLC and Blue Mountain Recycling, LLC are hereinafter, "Taxpayer").

**WITNESSETH:**

**WHEREAS**, pursuant to the authority granted by the Local Tax Enabling Act, 53 P.S. § 6924.101, et seq., Township has enacted a Business Privilege Tax Ordinance, which is codified at Chapter 209, Article V, §§ 209-59 through 209-74, of the Township's Code of Ordinances; and

**WHEREAS**, the Township issued an Assessment in 2020 for business privilege taxes owed by Taxpayer under and pursuant to the Township's Business Privilege Tax Ordinance, which is currently codified, as amended, at Article I, §209-59, *et seq.* of the Montgomery Township Code of Ordinance; and

**WHEREAS**, the 2020 Assessment was for tax years 2016 through 2019; and

**WHEREAS**, Taxpayer disputes the 2020 Assessment; and

**WHEREAS**, in consideration of the cost of litigation which would be incurred by both Parties should this matter proceed to trial and/or appeal, the Parties have agreed to settle case pending at consolidated Docket No. 2021-01850 pursuant to the terms hereof; and

**WHEREAS**, for the consideration set forth herein the Parties have agreed that, except for the agreements herein set forth or incorporated herein by reference, to release all other claims against the other arising from or relating to the assessments, in full and complete satisfaction of the disputes between them.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual or singular covenants and agreements contained herein, the Parties hereto, intending to be legally bound, to bind their respective successors, representatives and assigns, agree as follows:

1. The Parties hereto agree that in order to implement the terms, conditions and consideration of and for this Settlement Agreement, upon execution of this Settlement Agreement



by the Parties, **Taxpayer shall pay to Township in a single lump sum the amount of Thirty Two Thousand Five Hundred Dollars (\$32,500.00) on or before the May 1, 2021**, in settlement of the tax assessment for tax years 2016 through 2019 and the case docketed at Montgomery County Docket No. 2021-01850 (the "Lawsuit") as set forth in the recitals above, which recitals are incorporated herein by reference. Settlement shall be paid by check made payable to Montgomery Township, PA and mailed to Finance Department, Montgomery Township, 1001 Stump Road, Montgomeryville, PA 18936. Within three (3) days of the execution of this Business Privilege Tax Settlement Agreement and Release, the Township shall dismiss with prejudice the Lawsuit, each party bearing its own cost and fees.

2. Except as set forth herein, the Parties hereto hereby jointly, severally and individually release, remise, and forever discharge the other, their respective principals, parent, affiliates, employees, heirs, executives, personal representatives, attorneys, solicitors, predecessors and successors, of and from any and all claims, actions, causes of actions, suits, allegations, debts, sums and sums of money, omissions, damages, costs, expenses, losses, obligations; liabilities and demands whatsoever, in law or equity, which they ever had, now have, or which they can, shall or may have, known or unknown, matured or unmatured, liquidated or unliquidated, for or by reason of such matters arising out of the actions between the Parties.

3. This Agreement shall be construed in accordance with, and deemed governed by, the laws of the Commonwealth of Pennsylvania without reference to its principles of conflicts of laws.

4. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement.

5. By entering into this Agreement, the Parties do not intend to make, nor shall it be deemed that the Parties have made any admission of any kind. The Parties agree that they are entering into this Agreement for the purpose of settling disputes and potential disputes between or relating to them and to avoid the costs of further litigation with respect to these disputes. This Agreement is the product of informed and arm's length negotiations and compromises previously stated. Liability and responsibility for damages is disputed and specifically denied.

6. This Agreement contains the entire agreement of the Parties with respect to the matter it addresses and shall become effective as soon as it is signed by all Parties. It supersedes any previous communications or understandings, whether oral or written, with respect to these subjects. The Parties represent and acknowledge that no promises or agreements except those set forth herein have been made or relied upon, and further represent and acknowledge that in deciding to enter into this Agreement, no party is relying on facts, legal conclusions or representations any other party has made or omitted regarding any matter except as contained herein. This Agreement may not be modified or amended or changed in any manner except by a writing signed by all Parties to this document. This Agreement may not be amended by any course of conduct. No waiver of one or more terms of this Agreement shall operate as a waiver of any other remedy or right, or shall be effective or preclude subsequent enforcement of this Agreement, including orally or by course of conduct, except in writing and signed by all Parties.

7. If any provision of this Agreement is held, for any reason, to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement shall, nonetheless, remain in full force and effect.

8. All signatories to this Agreement are hereby bound by its terms. All who succeed to the rights and responsibilities of all signatories, including heirs, administrators, executors, personal representatives, successors and assigns, are also bound by this Agreement.

9. All Parties hereto represent and warrant that they have the authority to enter into this Agreement; that they hold and have not sold, conveyed, transferred or otherwise disposed of any of the claims being settled; and that they are legally bound hereby.

10. Delivery of an executed counterpart of this Agreement by telefacsimile or electronic means shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or electronic means also shall deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

11. Each party shall, at any time and from time to time thereafter, take any reasonable steps to execute and perform this Agreement, and its terms and conditions, acknowledge and deliver it to the other party and execute any and all further instruments and/or documents that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement and to fulfill the intents, duties and to take such actions as are reasonably necessary and fulfill the duties and intents of this Agreement.

12. The undersigned hereby acknowledge, each and every one, that they have carefully read and fully understand the terms of this Agreement, and enter into it freely, knowingly and voluntarily, without duress or undue influence and with the benefit of counsel, and that this Agreement is contractual in nature and is the result of negotiations.

13. The Parties also acknowledge and understand that this Agreement is for settlement and payment of business privilege taxes owed for tax years 2016 through 2019 to Montgomery Township and that nothing herein shall be construed or interpreted to relieve, absolve or alleviate Taxpayer's ongoing duty to file with and pay to Montgomery Township business privilege taxes pursuant to the Township's Business Privilege Tax Ordinance to the extent applicable.

**THE UNDERSIGNED HEREBY DECLARE** that the terms of this settlement have been completely read, we have had an opportunity to confer with legal counsel of our choice as we deem fit, proper and necessary, and that the terms of this settlement are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims by or between any of the Parties hereto on account of the harms, injuries and damages that in any way relate to arise from or grow out of the assessments at issue at Montgomery County Court of Common Pleas Docket No. 2021-01850, or any subsequent representation, correspondence, discussion, obligation or anything that was or could have or

should have been raised by any of the Parties at any time, or out of this Agreement, and we fully and voluntarily intend to be legally bound hereby.

**ATTEST:**

**MONTGOMERY TOWNSHIP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BFI WASTE SERVICES OF PENNSYLVANIA, LLC**

By: John B. Nickerson  
Name: John Nickerson  
Title: Vice President

4/7/2021  
Date

**BLUE MOUNTAIN RECYCLING, LLC**

By: John B. Nickerson  
Name: John Nickerson  
Title: Vice President

4/7/2021  
Date

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #16

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SUBJECT: Consider Ratification of Real Estate Tax Appeal Settlement  
MEETING DATE: April 12, 2021  
BOARD LIAISON: Tanya Bamford, Chair  
INITIATED BY: Carolyn McCreary, Township Manager

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**BACKGROUND:**

North Penn School District and the property owners of 782 Bethlehem Pike reached agreement on the real estate tax assessment appeal which now require action by the Board of Supervisors on behalf of the Township.

On October 16, 2016 the School District filed an appeal in the Court of Common Pleas seeking an increase in the assessed value of this parcel. If the stipulated settlement agreement is approved by the Court the School District would be permitted to appeal the assessment again this summer.

**PREVIOUS BOARD ACTION:** None

**BUDGET IMPACT:**

Settlement for the tax appeal of the property will result in payment to the Township of \$6,105.30

**RECOMMENDATION:**

Staff recommends the Board of Supervisors approve the proposed settlement.

**MOTION/RESOLUTION:**

**Motion** to approve the stipulated settlement for 782 Bethlehem Pike and authorize the Township Solicitor to execute the settlement stipulations.

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

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

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## MONTGOMERY COUNTY COURT OF COMMON PLEAS

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NORTH PENN SCHOOL DISTRICT

vs.

MONTGOMERY COUNTY BOARD  
OF ASSESSMENT APPEALS

:  
: Docket No. 2016-25931  
:  
: Assessment Appeal  
:  
: Property Location: 782 Bethlehem Pike  
:  
: Tax Parcel No.: 46-00-00358-00-1

### ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_ 2021, it is hereby ORDERED and DECREED that the terms and conditions of the attached Stipulation to Settle are accepted, adopted and incorporated herein. as terms and conditions of a binding Court Order.

IT IS FURTHER Ordered and Decreed that the Prothonotary shall mark the above-captioned action "Settled, Discontinued and Ended."

BY THE COURT:

\_\_\_\_\_  
J.

Copies of the above Order mailed on \_\_\_\_\_ to:

Michael L. Barbiero, Esquire  
Alexander M. Glassman, Esquire  
Samantha Magee, Esquire  
Brian O. Phillips, Esquire  
Daniel Grieser, Esquire  
David C. Onorato, Esquire  
Court Administration – Civil

\_\_\_\_\_  
Judicial Secretary

{01253865;v1}

RUDOLPH CLARKE, LLC  
BY: Michael L. Barbiero, Esquire  
Attorney I.D. No. 82933  
BY: Alexander M. Glassman, Esquire  
Attorney I.D. No. 314530  
7 Neshaminy Interplex, Suite 200  
Trevose, PA 19053  
215.633.1890  
[aglassman@rudolphclarke.com](mailto:aglassman@rudolphclarke.com)  
[mbarbiero@rudolphclarke.com](mailto:mbarbiero@rudolphclarke.com)

Attorneys for Appellant,  
North Penn School District

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IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PA  
CIVIL ACTION - LAW

NORTH PENN SCHOOL DISTRICT	:	NO. 2016-25931
	:	
	:	REAL ESTATE
	:	ASSESSMENT APPEAL
v.	:	
	:	
MONTGOMERY COUNTY BOARD OF	:	
ASSESSMENT APPEALS, et al.	:	PARCEL NO. 46-00-00358-00-1

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**SETTLEMENT STIPULATION**

Parties

- 1) Appellant is the North Penn School District.
- 2) Appellee is the Montgomery County Board of Assessment Appeals.
- 3) Intervenor are the Property Owner, North Wales Crossing Associates, LTD, Montgomery County and Montgomery Township

Property

- 4) The Property, which consists of approximately 5.01 acres is located at 782 Bethlehem Pike, within Montgomery Township, and is further identified as Tax Parcel No. 46-00-00358-00-1 ("Property").
- 5) The Property's current assessment is 3,842,770



### Appeal

- 6) On or about July 2016, the District filed an assessment appeal with the Board of Assessment Appeals challenging the Property's amount of \$3,842,770 for the taxable year beginning January 1, 2017
- 7) On October 17, 2016, after conducting a hearing on the Appeal, the Board issued a "Notice of No Change in Assessment" determination.
- 8) On October 27, 2016, the District appealed to this Court from the Board's "Notice of No Change in Assessment" determination.

### Settlement Terms

- 9) Based upon the risks and costs of litigation, the parties have decided it is in their best interests to settle this matter based upon the terms and conditions set forth in this Stipulation.
- 10) Accordingly, the parties, intending to be legally bound, and to bind their respective clients, agree to the following settlement terms:

**There shall be no change** the property's assessment for any of the tax years at issue, 2017-2021. The Parties agree to the following assessments:

- a) 2017- \$3,842,770
  - b) 2018- \$3,842,770
  - c) 2019- \$3,842,770
  - d) 2020- \$3,842,770
  - e) 2021- \$3,842,770
- 11) The Property's **assessment shall remain at 3,842,770** for each subsequent tax year after 2021, and tax bills will be issued in accordance with this assessment, until a change as otherwise permitted by Pennsylvania law has been made. Nothing contained herein shall prohibit, limit or impair the property owner from filing an annual or interim assessment appeal (as may be applicable) for the tax year 2022 or any year thereafter and all such rights are expressly reserved.
  - 12) All counsel agree that the following amounts are owing to the taxing authorities as a **payment in lieu of taxes** as follows:
    - a) North Penn School District- \$100,000.00
    - b) Montgomery County- \$14,898.20
    - c) Montgomery County Community College- \$1,600.35
    - d) Montgomery Township- \$6,105.30

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**Total: \$122,603.85**



- 13) The Property Owner shall pay a total of \$122,603.85 to North Penn School District no later than May 25, 2021. It shall be the responsibility of the School District to distribute the funds to all remaining taxing authorities as outlined in paragraph 12.
- 14) Property Owner shall forward the payment directly to the School District at the following address:

**District Payment:**

North Penn School District  
Attn: Stephen B. Skrocki  
Director of Business Administration  
401 E. Hancock Street  
Lansdale, PA 19446

- 15) This Stipulation contains the statement of each and every term and provision agreed to by all parties. No other promises, representations or other inducements, oral or written, have been made to any of the other parties in exchange for this Stipulation.
- 16) The attorneys entering into this Stipulation represent that they and their clients have full authority to enter into this Stipulation and they have been authorized by their clients to enter into this Stipulation.
- 17) This Stipulation may be executed in one or more counterparts and by facsimile or electronic mail, each of which shall be deemed an original and all of which when taken together shall constitute a single agreement.
- 18) Each party shall bear its own costs as incurred.
- 19) This Stipulation shall be binding upon, and inures to the benefit of the undersigned, their clients, successors, grantees, heirs and assigns.

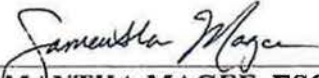
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[Signatures on Next Page]

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**MARTINA STOLL**

President of the North Penn School District



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**SAMANTHA MAGEE, ESQUIRE**

Attorney for Montgomery County  
Board of Assessment Appeals

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**DANIEL GRIESER, ESQUIRE**

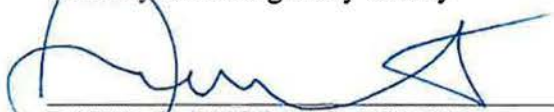
Attorney for Montgomery Township



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**BRIAN O. PHILLIPS, ESQUIRE**

Attorney for Montgomery County



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**DAVID C. ONORATO, ESQUIRE**

Attorney for Property Owner

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

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**SUBJECT:** Consider Proposed Property Dimensions to Accommodate Request for Backyard Chickens  
**MEETING DATE:** April 12, 2021  
**BOARD LIAISON:** Tanya C. Bamford, Chair  
**INITIATED BY:** Bruce S. Shoupe, Director of Planning & Zoning

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**BACKGROUND:**

Attached is a spread sheet highlighting what other municipalities have adopted and good management practice standards required for backyard chickens. There are 57 communities in Montgomery County and we can only find information on 5 communities that have allowed this use. The most recent Lower Salford Township issued a flyer which is also attached.

**ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:**

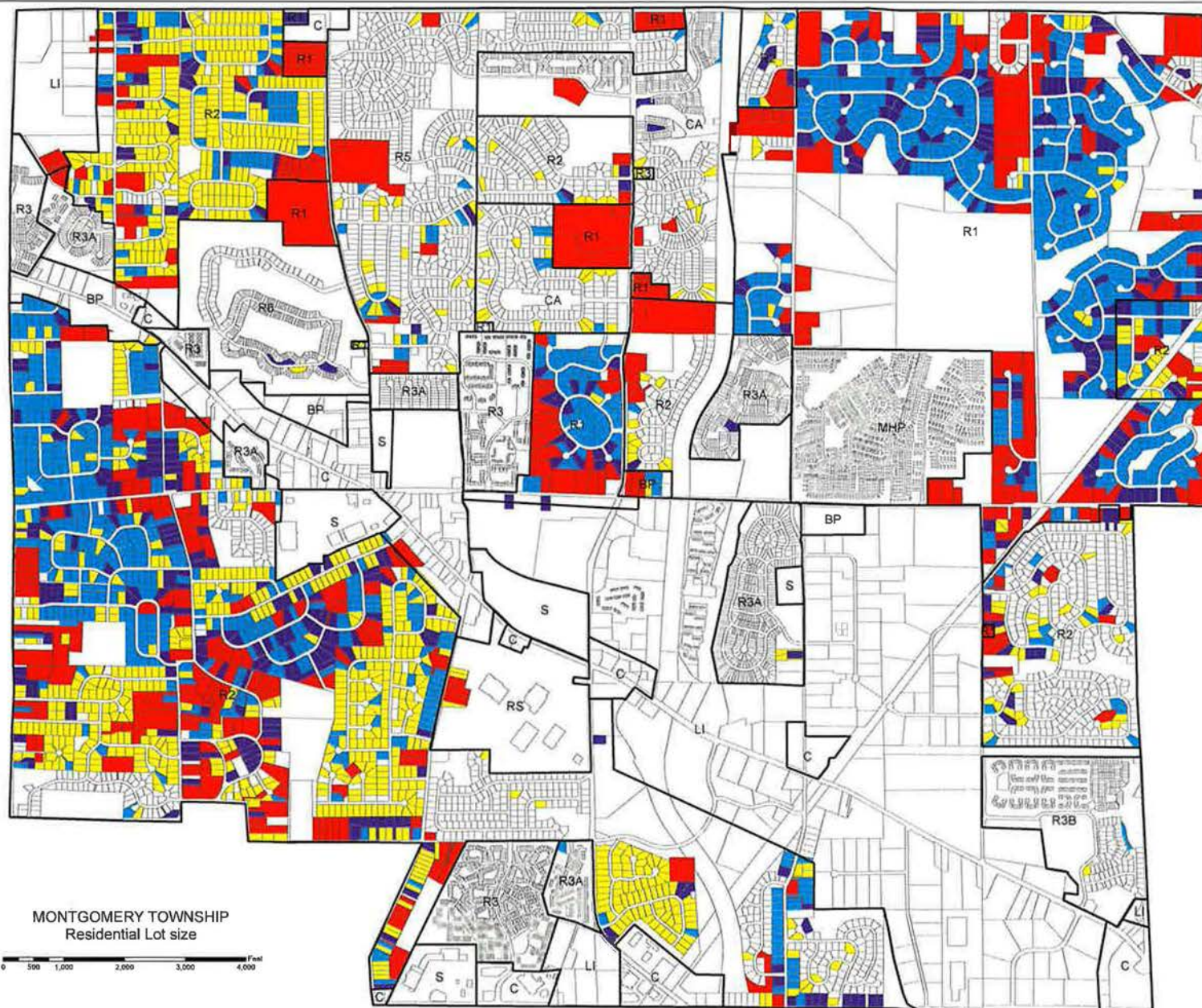
Presently this use is allowed in the LI - Limited Industrial zoning district.

**RECOMMENDATION:**

Attached is a map of the Township showing the various residential lots sizes throughout the Township. The areas highlighted in yellow, blue, purple, red are residential lots 20,000 square feet or greater. Areas in white the use would not be permitted due to lot size, HOA or is a non-residential use.

**MOTION/RESOLUTION:**

Provide staff direction with how you wish us to proceed, specifically the proposed size of properties where this could be permitted.







**Lower Salford Township**  
**Board of Supervisors**  
379 MAIN STREET  
HARLEYSVILLE, PA 19438-2309

**\*\*Attention\*\***

## **Lower Salford Township Residents**

### **-Chicken Ordinance-**

A Permit is required to keep chickens

Roosters are not permitted

Minimum lot size: 15,000 square feet

Up to 3 chickens on lots 15,000 to 45,000 square feet

Up to 5 chickens on lots 45,000 square feet to 3 acres

3 acres of land for every 5 animals

Chickens shall be housed in a chicken coop and chicken run

Chickens shall not roam freely outside coops and runs

HOA approval required

Contact the Township for more information

Please be advised that, as of the printing of this flyer, the above regulations are included in a proposed ordinance anticipated to take effect in April 2021.

Michael L. Beuke, Zoning Officer

Township North Wales	Ordinance change data 2017	Ordinance Summary <ul style="list-style-type: none"> <li>• property size limit: 5000sqft</li> <li>• Max number of chickens: 4</li> <li>• Distance requirement: 5 ft from property line, 10 ft from any dwelling</li> </ul>	Reference <a href="http://northwalesborough.org/wp-content/uploads/2010/12/Chapter-90-Animals.pdf">http://northwalesborough.org/wp-content/uploads/2010/12/Chapter-90-Animals.pdf</a>	<div>Ordinance</div> <div>Section 90-14. Keeping and Maintaining of Chickens and Ducks (NO ROOSTERS PERMITTED)</div> <div>The following restrictions are placed on the keeping and maintaining of chickens and ducks:</div> <div>A. It shall be unlawful for any person to permit or allow any chicken or duck to run at large within Borough limits;</div> <div>B. Chickens and ducks are only permitted in Residential Zoning Districts when the property is utilized for residential purposes and the lot size is greater than 5,000 square feet.</div> <div>C. No more than four birds shall be kept on a property less than one acre;</div> <div>D. No more than six birds shall be kept on a property greater than one acre;</div> <div>E. All birds shall be provided with a shelter having a roof and at least three enclosed sides and shall be contained within a fenced area. A building permit shall be required for the shelter;</div> <div>F. Shelters shall have minimal dimensions of four square feet per bird;</div> <div>G. All shelters must be located at least five feet from any property line and 10 feet from any dwelling;</div> <div>H. No shelter shall be located closer to an adjacent property dwelling than the dwelling of the owner of the shelter;</div> <div>I. Fenced areas surrounding shelters must contain at least 10 square feet per bird;</div> <div>J. Shelters and fenced areas surrounding shelters shall only be located in the rear yard or side yard of a property;</div> <div>K. In the case of keeping chickens, no male birds (roosters) may be kept. All birds shall be females (hens);</div> <div>L. Public slaughtering is prohibited;</div> <div>M. Commercial slaughtering is prohibited;</div> <div>N. The sale of chickens or ducks for commercial purposes is prohibited;</div> <div>O. It shall be a nuisance for chickens or ducks to be kept and maintained in a manner which produces noise, odor, attracts flies or rodents, or is considered a concern to public health.</div> <div>Chicken raising.</div> <div>[Added 4-14-2015 by Ord. No. 365]</div> <div>(a) Chicken raising shall occur only on a lot zoned R-1 Residential and containing a single-family detached dwelling.</div> <div>(b) No chicken products shall be offered for sale, whether on or off the premises, it being the intention of Borough Council that any chicken raising shall be in the nature of a hobby without any commercial component, whatsoever.</div> <div>(c) No more than 10 adult hens and absolutely no roosters may be kept on a residential property at any time.</div> <div>(d) All related chicken coops or houses or sheds, feed and watering facilities and any portion of the yard dedicated to chicken raising shall be located within chicken wire or palisade or board-on-board fencing. All aspects of the use, coops, houses or sheds, chicken wire and fencing, chickens, feed and watering facilities, all by way of example and without limitation, shall be located within the rear yard, and comply with the rear yard and side yard setbacks established in the New Britain Borough Zoning Ordinance.</div> <div>(e) It shall be the responsibility of the property owner or occupant to ensure that the area used for chicken raising is properly maintained to eliminate the possibility that any resulting odor or contamination or waste will affect any other property. Failure to adhere to the requirements of this subsection shall constitute a violation of this chapter.</div> <div>(f) No live chicken may be maintained in the Borough in the absence of a valid permit issued by the Borough Code Enforcement officer upon submission of an application and tendering of the applicable fee. The fee to be charged for the permit shall be established by Borough Council in its schedule of fees, from time to time.</div> <div>(g) No permit shall issue by the Code Enforcement Officer until an inspection of the portion of the premises intended for the chicken raising use has been completed. In the event that the subject area is not in compliance with the requirements of this section, the officer shall refuse to issue a permit, and no</div>
New Britain	2015	<ul style="list-style-type: none"> <li>• No property size limit, but only single family</li> <li>• Max number of chickens 10</li> <li>• No limit on the distance</li> <li>• Permit required</li> </ul>	<a href="https://ecode360.com/15490027?highlight=&amp;searchId=19946300352571681#15490027">https://ecode360.com/15490027?highlight=&amp;searchId=19946300352571681#15490027</a>	

Upper Dublin 2013

- property size limit: ½ acre
- Max number of chickens: 6
- 100 feet from any residential structure

<https://codelibrary.amlegal.com/codes/upperdublin/latest/overview>

A.1 The keeping of chickens on a lot  
 LOT — A designated parcel, tract or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit pursuant to 53 P.S. § 10107.  
 [Amended 1-10-1995 by Ord. No. 879]  
 in the A, B, C or NH zoning district only, and only for the personal use  
 USE — The purpose for which either land or building is occupied, arranged, designed or intended or for which either land or building is or may have been acquired or occupied.  
 A. PRINCIPAL USE — The principal or dominant use to which land or a lot is devoted. Only one principal use shall be permitted on a single lot.  
 Amended 1-10-1995 by Ord. No. 879]  
 B. ACCESSORY USE — See the definition of “accessory use.”  
 of the resident(s) of the lot  
 LOT — A designated parcel, tract or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit pursuant to 53 P.S. § 10107.  
 [Amended 1-10-1995 by Ord. No. 879]  
 on which the chickens are kept, and provided:  
 (1) The lot  
 LOT — A designated parcel, tract or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit pursuant to 53 P.S. § 10107.  
 [Amended 1-10-1995 by Ord. No. 879]  
 has a minimum area of one acre (43,560 sq.ft.).  
 (2) On lots  
 LOT — A designated parcel, tract or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit pursuant to 53 P.S. § 10107.  
 [Amended 1-10-1995 by Ord. No. 879]  
 between one-half acre (21,780 sq.ft.) and one acre, chickens may be kept upon the grant of a special exception  
 SPECIAL EXCEPTION — Permission or approval granted by the Zoning Hearing Board in accordance with § 255-173 thereof, in situations where § 58-10  
 Permitted animals.

Abington

Unknown

- property size limit: 10000 sqft,
- Max number of chickens: 8 depends on size
- No distance limitation

• <https://ecode360.com/9006054>  
 • <http://www.abingtonpa.gov/home/showdocument?id=5794>

Any person is permitted to maintain, keep or possess within the Township of Abington any of the following animals, which classifications shall be strictly construed:  
 Cage birds, including parakeets, parrots, canaries, finches, lovebirds, myna birds and other birds ordinarily kept in cages in households, but excluding wild birds captured or rescued and kept in cages.  
 Cats (Felis catus)  
 Cows (Bos taurus), beef and dairy, subject to zoning  
 Dogs (Canis familiaris), except dingoes  
 Frogs (Salientia)  
 Goats (Capra hircus), subject to zoning  
 Goldfish and carp (Cyprinidae)  
 Guinea pigs (Cavia cutleri)  
 Hamsters (Cricetus and Mesocricetus)  
 Horses and ponies (Equus caballus), subject to zoning  
 Lizards (Sauria), except those listed under animals prohibited in the Township  
 Mice, white (Mus musculus)  
 Poultry (ducks, chickens, swans, geese, turkeys, guinea fowl and pigeons kept for show or racing), subject to zoning  
 Rabbits, restricted to European-type rabbits (Oryctolagus cuniculus) commonly kept as pets or livestock  
 Rats, white (Rattus norvegicus)  
 Salamanders (any tailed amphibian)  
 Sheep (Ovis aries), subject to zoning  
 Snakes, nonpoisonous and native to the Township of Abington  
 Toads (Salientia)  
 Tropical fish, limited to those customarily maintained in a household aquarium, except piranhas



West Chester 2015

- property size limit: no limit, but only single family
- Max number of chickens: 6
- Distance limitation: 25 ft from all dwelling and 10 ft from property lines

<https://ecode360.com/6468394>

§ 37-3.1Exception.

[Added 6-17-2014 by Ord. No. 6-2014; amended 5-21-2015 by Ord. No. 7-2015]

Notwithstanding the prohibitions of this section, hens may be kept as an accessory use to single-family dwellings subject to the following regulations:

- A. A maximum of six hens may be kept on each parcel where there is a single-family dwelling, provided that a permit is first obtained from the Department of Building and Housing. An applicant seeking to obtain a permit to maintain hens must submit an application on forms provided by the Borough and pay the applicable permit fee as determined by resolution of Borough Council.
- B. Roosters are prohibited.
- C. Slaughtering of hens outdoors is prohibited.
- D. All hens must be maintained in a fully enclosed shelter with a covered fenced enclosure which may only be located in the rear yard. The shelter must provide a minimum of two square feet per hen and meet all applicable setback requirements in the Zoning Ordinance,[1] be a minimum of 25 feet from all dwellings and 10 feet from all property lines. The fenced enclosure must have a minimum of four square feet per hen.
- [1]Editor's Note: See Ch. 112, Zoning.
- E. It shall be unlawful for the owner of hens to allow the same to run at large upon any public land, including, but not limited to, sidewalks, streets, roads, alleys, parks, or upon another person's private property.
- F. All owners of hens must maintain sanitary living conditions for the hens so that the keeping of hens does not become a public or private nuisance. The owners shall not allow feces from the hens to accumulate on the owner's land such that it becomes a nuisance caused by odors. The feces must be regularly removed by double bagging and placing the bagged feces in trash for collection.
- G. All feed which is stored on the property must be kept in rodentproof closed containers.
- H. If the hens are permitted to roam in an area on the owner's private property, such area shall be limited to the rear yard and must be enclosed by a fence and screened from view from the public streets and adjacent properties.

Jenkintown 2013

- No property size limit
- Max number of chickens: 5 for less than 1 acre, 10 for > 1 acre
- Distance limitation: 10 ft from all dwelling and 5 ft from property lines

<https://ecode360.com/28582601?highlight=chicken,chickens&searchId=19953945813329866#28582601>

§ 66-12

Keeping and maintaining of chickens and ducks.

[Added 11-25-2013 by Ord. No. 2013-9]

The following restrictions are placed on the keeping and maintaining of chickens and ducks as provided for in § 66-3:

- A. It shall be unlawful for any person to permit or allow any chicken or duck to run at large within Borough limits.
- B. No more than five birds shall be kept on a property less than one acre.
- C. No more than 10 birds shall be kept on a property greater than one acre.
- D. All birds shall be provided with a shelter having a roof and at least three enclosed sides and shall be contained within a fenced area. A building permit shall be required for the shelter.
- E. Shelters shall have minimal dimensions of four square feet per bird.
- F. All shelters must be located at least five feet from any property line and 10 feet from any dwelling.
- G. No shelter shall be located closer to an adjacent property dwelling than the dwelling of the owner of the shelter.
- H. Fenced areas surrounding shelters must contain at least 10 square feet per bird.
- I. Shelters and fenced areas surrounding shelters shall only be located in the rear yard or side yard of a property.
- J. In the case of keeping chickens, no male birds (roosters) may be kept. All birds shall be females (hens).
- K. Public slaughtering is prohibited.
- L. Commercial slaughtering is prohibited.
- M. The sale of chickens and/or ducks for commercial purposes is prohibited.
- N. It shall be a nuisance for chickens and/or ducks to be kept and maintained in a manner which produces noise, odor, attracts flies and/or rodents, or is considered a concern to public health.

Phoenixville	Unknown	<ul style="list-style-type: none"> <li>• No property size limit</li> <li>• Max number of chickens: No limit</li> <li>• Distance limitation: 25 ft from all dwelling and 25 ft from property lines</li> </ul>	<a href="https://ecode360.com/11229247">https://ecode360.com/11229247</a>	<p>§ 2-401</p> <p>Definitions.</p> <p>[A.O.]</p> <p>1. As used in this Part, the following terms shall have the meanings indicated, unless a different meaning clearly appears from the context:</p> <p>ANIMAL</p> <p>Any domestic animal or fowl, any wild animal or any household pet.</p> <p>SMALL ANIMAL</p> <p>Any wild or domestic animal such as a rabbit, hare, guinea pig, rat, mouse or chinchilla, and any wild or domestic fowl such as a chicken, turkey, goose, duck, or pigeon (except homing pigeons).</p> <p>§ 2-403</p> <p>Keeping of Animals Regulated.</p> <p>[A.O.]</p> <p>It shall be unlawful for any person to keep any domestic animal, except household pets, except as provided in this Section:</p> <p>A. Large animals shall be confined in quarters no part of which shall be closer than 100 feet from the exterior limits of any dwelling or of any property line.</p> <p>B. Small animals shall be kept confined in quarters no part of which shall be closer than 25 feet from the exterior limits of any dwelling or of any property line.</p> <p>C. The keeper of every such animal shall confine the same in an enclosure sufficient to prevent such animal from running at large, and such enclosure shall be of a size and construction conducive to the animal's health, and adequate sanitary drainage facilities shall be provided.</p> <p>D. Every keeper of any animal shall cause the litter and droppings therefrom to be collected daily in a container or receptacle that when closed shall be rat-proof and fly-tight, and after every such collection shall cause such container or receptacle to be kept closed. At least twice a week, every such</p> <p>Chickens and ducks may be kept as an accessory use to any single-family detached dwelling or two-family semidetached dwelling (twin) use within a residence.</p> <p>§ 39-3 Shelter standards. A. Any keeper having animals or fowl on a tract of less than 10 acres shall meet the following standards: (1) Animals and fowl shall</p>
Malvern	2018	<ul style="list-style-type: none"> <li>• No property size limit</li> <li>• Max number of chickens: depends on lot size from the following formula: (lot size (sqft)*0.5/(13*100)</li> <li>5000 sqft -&gt; 2 chickens</li> <li>10000 sqft -&gt; 4 chickens</li> <li>20000 sqft -&gt; 8</li> <li>• Distance limitation: 15 ft from property lines, 50 ft from township ultimate right of way</li> </ul>	<a href="https://ecode360.com/11229247">https://ecode360.com/11229247</a> <a href="https://ecode360.com/11705449?highlight=fowl&amp;searchId=20250958108665042#11705449">https://ecode360.com/11705449?highlight=fowl&amp;searchId=20250958108665042#11705449</a>	
Whitemarsh	Unknown			

Princeton	2020	<ul style="list-style-type: none"> <li>• property size limit: 5000 sqft</li> <li>• Max number of chickens: 8</li> <li>• Distance limitation: 15 ft from neighboring dwellings</li> </ul>	<a href="https://www.princetonnj.gov/ordinances/2020-10">https://www.princetonnj.gov/ordinances/2020-10</a>	<p>Article 7A. Chickens and other egg-laying poultry.</p> <p>Sec. 6-30A. Generally.</p> <p>Chickens and other egg-laying poultry may be kept and maintained on residential property within the municipality of Princeton only in accordance with the provisions of this article. The following general requirements shall apply:</p> <p>(a) The keeping and maintenance of chickens and other egg-laying poultry on residential property that is farmland assessed pursuant to the provisions of N.J.S.A. 54:4-23.1, the "Farmland Assessment Act of 1964," is not subject to the provisions of this article.</p> <p>(b) As used in this article, the terms "residential property" shall mean property that is zoned and used for residential purposes. It shall include one-family and attached dwelling units as those terms are defined in chapter 17A-201 of the "Code of the Borough of Princeton, 1974."</p> <p>(c) As used in this article, the terms "chicken" or "backyard chicken" shall include hens and shall not be deemed to include roosters.</p> <p>(d) As used in this article, the term "nuisance" does not include a neighbor's mere dislike of chickens or other egg-laying poultry.</p> <p>Sec. 6-30A.1. Maximum quantity per residential lot.</p> <p>The number of chickens and other egg-laying poultry permitted on a residential property shall be limited by the size of the residential lot, and as indicated in the following table:</p>
Quakertown	Unknown	<ul style="list-style-type: none"> <li>• No property size limit</li> <li>• Max number of chickens 14</li> <li>• 100 ft from property line</li> </ul>	<a href="https://ecode360.com/14362532?highlight=fowl&amp;searchId=19948885281343883#14362532">https://ecode360.com/14362532?highlight=fowl&amp;searchId=19948885281343883#14362532</a>	<p>Minimum Lot Size (bv</p> <p>Keeping Animals or Fowl.</p> <p>(1) Number. No more than four customary household pets or domestic animals (e.g., dogs, cats, etc.) and no more than 14 fowl (e.g., chickens, turkeys, etc.) may be kept.</p> <p>(2) Commercial Use. Commercial breeding or use of these pets shall not be permitted under this use.</p> <p>(3) Large Animals and Fowl. Large animals (such as cattle, horses, goats and pigs) and fowl (such as chickens and turkeys) shall be stabled or housed in Not Specified in Ordinance book, but it is in Doylestown website: Chickens and bees are much better suited for a town environment than some people might think at first. Keeping of both are permitted in the Borough subject to meeting certain requirements. Important chicken considerations to know about include:</p> <p>Chickens shall be kept confined in quarters no part of which shall be closer than 25 feet from the exterior limits of any dwelling or of any property line. The pen must be of a size conducive to good sanitary practices and adequate and sanitary drainage facilities shall be provided.</p> <p>Litter and droppings must be cleaned up daily and disposed of promptly &amp; food must be kept in a sealed container that rats and mice can not get into.</p>
Doylestown	unknown	25 ft from property line	<a href="https://doylestownborough.net/pages/going-greener">https://doylestownborough.net/pages/going-greener</a>	