

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
JANUARY 2, 2024

www.montgomerytwp.org

Tanya C. Bamford
Candyce Fluehr Chimera
Annette M. Long
Beth A. Staab
Audrey R. Ware

Carolyn McCreary
Township Manager

SWEARING IN OF THE ELECTED OFFICIALS – 7:00 PM

Board of Auditors	-	Eric Pelletier
Board of Supervisors	-	Tanya C. Bamford

REORGANIZATION MEETING

1. Call to Order by 2023 Chair
2. Pledge of Allegiance
3. Appointment of Temporary Chair
4. Election of Chair of the Board of Supervisors for 2024
5. Election of Vice-Chair of the Board of Supervisors for 2024
6. **Resolution 2024-01** – Establish Holidays, Meeting Dates, Official Appointments & Treasurer's Bond
7. **Resolution 2024-02** - Acknowledgement of Professional Appointments, Appointments to Boards, Committees & Commissions, Qualify Depositories, Approved Signers, and Authorized Drivers
8. Approval of the 2024 Fee Schedule
9. Approval of Township Consultant Fees
10. Approval of the Manager's Employment Agreement
11. Certify Delegate to Pennsylvania State Association for Township Supervisors
12. Appointment of Board Liaisons to Township Committees

ACTION MEETING

1. Call Meeting to Order
2. Announcements
3. Public Comment (Comments are for non-agenda items)
4. Announcement of Executive Session

5. Consent Agenda:

- Approval of Minutes of December 11, 2023 Meeting
- Payment of Bills
- Escrow Release and Start of Maintenance Period - 113 Magdalena Lane

Administration and Finance:

6. Approval of the Removal of Plaque at the Korean War Memorial and American-Korean Alliance Peace Park
7. Adoption of Resolution 2024-03, Intergovernmental Agreement with PennDOT
8. Approval of Wissahickon Stormwater Group Formation into a Consortium

Other Business:

9. Adjournment

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #03

SUBJECT: Appointment of Temporary Chairwoman
MEETING DATE: January 2, 2024
BOARD LIAISON: Chairwoman of the Board of Supervisors
INITIATED BY:

BACKGROUND:

Historically, the prior year's Chairwoman is appointed Temporary Chair.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #04

SUBJECT: Election of Chairwoman of the Board of Supervisors
MEETING DATE: January 2, 2024
BOARD LIAISON: Chairwoman of the Board of Supervisors
INITIATED BY:

BACKGROUND:

A member of the Board of Supervisors must nominate another member of the Board to serve as the Chairwoman for 2024. Another Board member would need to second that nomination. The members will then take a vote to elect that member to serve as the Chairwoman for 2024.

Motion to elect _____ as the Chairwoman of the Board of Supervisors of Montgomery Township for the year 2024.

1. Motion by: _____ Second by: _____
2. Chairwoman will ask for public comment.
3. Chairwoman will call for a vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #05

SUBJECT: Election of Vice-Chairwoman of the Board of Supervisors
MEETING DATE: January 2, 2024
BOARD LIAISON: Chairwoman of the Board of Supervisors
INITIATED BY:

BACKGROUND:

A member of the Board of Supervisors must nominate another member of the Board to serve as the Vice-Chairwoman for 2024. Another Board member would need to second that nomination. The members will then take a vote to elect that member to serve as the Vice-Chairwoman for 2024.

Motion to elect _____ as the Vice-Chairwoman of the Board of Supervisors of Montgomery Township for the year 2024.

1. Motion by: _____ Second by: _____
2. Chairwoman will ask for public comment.
3. Chairwoman will call for a vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #06

SUBJECT: Resolution 2024-01 – Establish Holidays, Meeting Dates, Official Appointments
& Treasurer’s Bond
MEETING DATE: January 2, 2024
BOARD LIAISON: Chairwoman of the Board of Supervisors
INITIATED BY:

BACKGROUND:

Resolution 2024-01 (attached) will establish the Township Holidays for 2024, Board of Supervisors Meeting Dates for 2024, Township Officials Appointments and set the Treasurer’s Bond Amount for 2024.

MOTION/RESOLUTION:

Motion to approve Resolution 2024-01.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.



RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

2024 Holidays

Monday, January 15	Martin Luther King Day
Monday, February 19	Presidents' Day
Friday, March 29	Easter
Monday, May 27	Memorial Day
Thursday, July 4	Independence Day
Monday, September 2	Labor Day
Tuesday, November 5	Election Day
Thursday, November 28	Thanksgiving
Friday, November 29	Friday after Thanksgiving
Tuesday, December 24	Christmas Holiday
Wednesday, December 25	Christmas Holiday
Wednesday, January 1, 2025	New Year's Day

Board of Supervisors Meeting Dates

The Board of Supervisors will meet on the 2nd and 4th Mondays of each month at 7:00 p.m. (except where otherwise noted). In January, the Board will meet on January 2 and January 22. In May, the Board will meet on Tuesday, May 28th, and in December, the Board will meet only on Monday, December 16th.

Appointment of Officials

Township Manager / Secretary – Carolyn McCreary
Chief of Police – J. Scott Bendig
Director of Finance/Treasurer – Brian Shapiro
Fire Chief, Fire Marshal & Emergency Mgmt. Coordinator – William Wiegman
Director of Information & Technology – Richard Grier
Director of Planning & Zoning and Zoning Officer – Marianne McConnell
Director of Public Works – Gregory Reiff
Director of Recreation and Community Center – Floyd Shaffer
Assistant Secretary / Right-To-Know Officer – Deborah A. Rivas

Treasurer Bond Limit

The Bond for the Treasurer shall be set at \$2.5 million.

Be it resolved that the aforementioned shall be in effect this 2nd day of January 2024 until amended or repealed by the Montgomery Township Board of Supervisors.

Tanya C. Bamford

Candyce Fluehr Chimera

Annette M. Long

Beth A. Staab

Audrey R. Ware

Attest: Carolyn McCreary, Township Manager

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #07

SUBJECT: Resolution 2024-02 – Acknowledgement of Professional Appointments,
Appointment to Boards, Committees & Commissions, Qualify Depositories and
Approve Authorized Drivers

MEETING DATE: January 2, 2024

BOARD LIAISON: Chairwoman of the Board of Supervisors

INITIATED BY:

BACKGROUND:

Resolution 2024-02 (attached) will acknowledge the professional appointments, appointments to Boards, Committees & Commissions, qualify the depositories and approve authorized drivers for Township-owned vehicles for commuting purposes for 2024.

MOTION/RESOLUTION:

Motion to approve Resolution 2024-02.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.



RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

ACKNOWLEDGEMENT OF PROFESSIONAL APPOINTMENTS, APPOINTMENTS TO TOWNSHIP BOARDS, COMMISSIONS AND COMMITTEES, QUALIFY DEPOSITORIES & AUTHORIZE SIGNERS and DRIVERS

TOWNSHIP PROFESSIONAL APPOINTMENTS:

Solicitor	Sean Kilkenny, Esquire, Kilkenny Law
Engineer	Erik Garton, P.E., Gilmore & Associates, Inc.
Traffic Engineer	Damon Drummond, P.E., Gilmore & Associates, Inc.
Streetlight Engineer	Damon Drummond, P.E., Gilmore & Associates, Inc.
Landscape Architect	Judith Stern Goldstein, ASLA, RLA, Gilmore & Associates, Inc.
Planning Consultant	Judith Stern Goldstein, ASLA, RLA, Gilmore & Associates, Inc.
Labor Counsel	Ryan Cassidy, Esquire, Eckert, Seamans, et. al.
Building Inspector	Keystone Municipal Services

BUILDING CODE OF APPEALS: (4 Year Term)

David Fetzer	(Term Expires 01/01/2025)
Steve Kane	(Term Expires 01/01/2028)
Steve Krumenacker	(Term Expires 01/01/2028)
Christopher Stigler (Alternate)	(Term Expires 01/01/2027)
Vacant (Alternate)	(Term Expires 01/01/2028)

BUSINESS DEVELOPMENT PARTNERSHIP: (1 Year Term)

Jacqui Baxter-Rollins	(Term Expires 01/01/2025)
Jim Brusilovsky	(Term Expires 01/01/2025)
Ryan Frazier	(Term Expires 01/01/2025)
Mary Griffith Alfarano	(Term Expires 01/01/2025)
Jay Haenn	(Term Expires 01/01/2025)
Montgomery Mall Rep	(Term Expires 01/01/2025)
Allan Nappen	(Term Expires 01/01/2025)
John (J.P.) Northrup	(Term Expires 01/01/2025)
Joy Zwicker	(Term Expires 01/01/2025)
Vacant	(Term Expires 01/01/2025)
Vacant	(Term Expires 01/01/2025)

COMMUNITY & RECREATION CENTER ADVISORY COMMITTEE: (1 Year Term)

Thomas Alesi	(Term Expires 01/01/2025)
Michele Evans	(Term Expires 01/01/2025)
Otto A. Gaylord	(Term Expires 01/01/2025)
Marcy Lynch	(Term Expires 01/01/2025)
Leon McGuire	(Term Expires 01/01/2025)
Anthony Ruggieri	(Term Expires 01/01/2025)

ENVIRONMENTAL ADVISORY COMMITTEE: (3 Year Term)

Donald Hamp	(Term Expires 01/01/2027)
Scott Hemmons	(Term Expires 01/01/2027)
Jonathan Katz	(Term Expires 01/01/2025)
Catherine Mazzie	(Term Expires 01/01/2025)
Maureen Mirabella	(Term Expires 01/01/2025)
Ryan Rex	(Term Expires 01/01/2026)
Vacant	(Term Expires 01/01/2026)

FINANCE COMMITTEE: (1 Year Term)

Andrew Hatstat	(Term Expires 01/01/2025)
Mark Klemmer	(Term Expires 01/01/2025)
Allan Nappen (Business Liaison)	(Term Expires 01/01/2025)
Jeffrey L. Thomson	(Term Expires 01/01/2025)
Barbara Vinciguerra	(Term Expires 01/01/2025)
Frank Mullen	(Term Expires 01/01/2025)

HUMAN RELATIONS COMMISSION: (3 Year Term)

Brinder Gill	(Term Expires 01/01/2027)
Amy Hanson	(Term Expires 01/01/2027)
Nisha Joy	(Term Expires 01/01/2026)
Leesa Meade	(Term Expires 01/01/2026)
Kunbi Rudnick	(Term Expires 01/01/2025)
Jaszianne Tolbert	(Term Expires 01/01/2025)

INDUSTRIAL DEVELOPMENT AUTHORITY: (5 Year Term)

John Crowe, Jr.	(Term Expires 01/01/2026)
Christopher Kelm	(Term Expires 01/01/2027)
Vacant	(Term Expires 01/01/2029)
Vacant	(Term Expires 01/01/2025)
Vacant	(Term Expires 01/01/2028)

OPEN SPACE COMMITTEE: (1 Year Term)

Jay Glickman	(Term Expires 01/01/2025)
Mary Beth Meehan	(Term Expires 01/01/2025)
Vacant	(Term Expires 01/01/2025)
Vacant	(Term Expires 01/01/2025)
Vacant	(Term Expires 01/01/2025)

PARK & RECREATION BOARD: (5 Year Term)

Jeremy Dombroski	(Term Expires 01/01/2026)
Moiria Giordano	(Term Expires 01/01/2029)
Angelo Grasso	(Term Expires 01/01/2026)
Kim Greene	(Term Expires 01/01/2027)
John "Jesse" Jastrzembski	(Term Expires 01/01/2025)
Mary Beth Meehan	(Term Expires 01/01/2027)
Heather Pelletier	(Term Expires 01/01/2027)
Lynne Reamer	(Term Expires 01/01/2027)
Vacant	(Term Expires 01/01/2028)

POLICE PENSION COMMITTEE: (1 Year Term)

Thomas Kowalski	(Term Expires 01/01/2025)
David Beaver	(Term Expires 01/01/2025)
Vacant	(Term Expires 01/01/2025)
Vacant	(Term Expires 01/01/2025)
Vacant	(Term Expires 01/01/2025)

PLANNING COMMISSION: (4 Year Term)

Frank Davey	(Term Expires 01/01/2027)
David Fetzer	(Term Expires 01/01/2028)
Jay Glickman	(Term Expires 01/01/2027)
Steve Krumenacker	(Term Expires 01/01/2025)
Leon McGuire	(Term Expires 01/01/2028)
Rutuke Patel	(Term Expires 01/01/2026)
James Rall	(Term Expires 01/01/2026)
Thomas Borghetti (Alternate)	(Term Expires 01/01/2025)
Alexander Rigney (Alternate)	(Term Expires 01/01/2025)
Vacant (Alternate)	(Term Expires 01/01/2025)

PUBLIC SAFETY COMMITTEE: (1 Year Term)

Dan Gormley	(Term Expires 01/01/2025)
Tonya Lupinacci	(Term Expires 01/01/2025)
John Nolan	(Term Expires 01/01/2025)
John O'Connor	(Term Expires 01/01/2025)
Daniel Shallow, Jr.	(Term Expires 01/01/2025)
Matt Shinton	(Term Expires 01/01/2025)

READY FOR 100 AD HOC ADVISORY COMMITTEE:

Al Gryga	(Term Expires 01/01/2025)
Anushk Gupta	(Term Expires 01/01/2025)
Kevin Kowalick	(Term Expires 01/01/2025)
Jon Love	(Term Expires 01/01/2025)
Paul Mau	(Term Expires 01/01/2025)

Ready for 100 Committee continued...

Vacant	(Term Expires 01/01/2025)
Vacant	(Term Expires 01/01/2025)

SENIOR COMMITTEE: (1 Year Term)

John "Jesse" Jastrzembski	(Term Expires 01/01/2025)
Joyce Malageri	(Term Expires 01/01/2025)
David "Bud" Reick, Jr.	(Term Expires 01/01/2025)
Donald Riley, Jr.	(Term Expires 01/01/2025)
Charles Vesay	(Term Expires 01/01/2025)
Joy Zwicker	(Term Expires 01/01/2025)
Darshan Bhatt	(Term Expires 01/01/2025)

SEWER AUTHORITY BOARD: (5 Year Term)

Dan Baker	(Term Expires 01/01/2027)
David Barrett	(Term Expires 01/01/2028)
Gary Christensen	(Term Expires 01/01/2029)
Manish Ingle	(Term Expires 01/01/2025)
Christopher Kelm	(Term Expires 01/01/2026)

SHADE TREE COMMISSION: (5 Year Term)

Michele Evans	(Term Expires 01/01/2025)
Jay Glickman	(Term Expires 01/01/2025)
Brad Walters	(Term Expires 01/01/2029)
Vacant	(Term Expires 01/01/2027)
Vacant	(Term Expires 01/01/2026)

ZONING HEARING BOARD: (3 Year Term)

Michael Lyon	(Term Expires 01/01/2026)
Deb Grasso	(Term Expires 01/01/2025)
L. Vincent Roth III	(Term Expires 01/01/2027)
John Frazzette (Alternate)	(Term Expires 01/01/2026)
Tonya Lupinacci (Alternate)	(Term Expires 01/01/2026)

VACANCY BOARD CHAIRMAN: (1 Year Term)

David Keightly	(Term Expires 01/01/2025)
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TOWNSHIP DEPOSITORIES:

Univest Bank and Trust Co. – Government Banking Accounts & Capital Projects Account
TD Bank – Government Banking Accounts
U.S. Bank – Custodian of Investments for Montgomery Township Police Pension Fund

AUTHORIZED BANK SIGNERS:

Personnel authorized to sign checks on behalf of the Township: Chairwoman of the Board, Vice-Chairwoman of the Board, Township Manager, and Finance Director

AUTHORIZED DRIVERS:

Personnel authorized to drive Township-owned vehicles for commuting purposes:
Carolyn McCreary, J. Scott Bendig, Gerard Dougherty, William Peoples, Gregory Reiff,
William Wiegman, John Scheiter, Andrew Backlund (on call), Harry Reese (on call), and
Marianne McConnell.

MILEAGE REIMBURSEMENT: – Per current IRS guidelines.

Be it resolved that the aforementioned shall be in effect this 2nd day of January 2024 until
amended or repealed by the Montgomery Township Board of Supervisors.

Tanya C. Bamford

Candyce Fluehr Chimera

Annette M. Long

Beth A. Staab

Audrey R. Ware

Attest: Carolyn McCreary, Township Manager

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #08

SUBJECT: Approval of the 2024 Fee Schedule
MEETING DATE: January 2, 2024
BOARD LIAISON: Chairwoman of the Board of Supervisors
INITIATED BY:

BACKGROUND:

Attached is the updated fee schedule 2024, with a summary of proposed changes. Based on an analysis of current costs, staff is recommending an increase to developer escrows to ensure that they are properly funded during the course of their project. Other proposed increases are related to personnel costs for certain services, such as fire inspections.

MOTION/RESOLUTION:

Motion to adopt the 2024 Fee Schedule effective January 2, 2024.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

2024 Proposed Fee Schedule Changes:

Planning & Zoning

Residential Construction:

- REMOVED - Curb Escrow of \$2,000

Additional Permit Fees

- REMOVE - Stormwater Management Escrow of \$2,000
- INCREASE - Wells Base Fee – from \$50 to \$75
- INCREASE - Blasting Base Fee - from \$50 to \$75
- CORRECTED - Signs – Per directional signs – from \$75 to \$50

Miscellaneous Permits, Applications, and Fee

- INCREASED - Special Events Permit – from \$50 to \$100 per event.
- REMOVED - Curb Escrow

Board of Supervisors Hearing Applications

- INCREASED - Conditional Use Escrow – from \$1,000 to \$2,500

Subdivision & Land Development Application

ADDED: Formal Sketch Plan Review (optional)

- Minor Subdivision / Lot Line Change
 - Application fee \$300
 - Escrow \$3,000
- Major Subdivision / Non-Residential
 - Application \$600
 - Escrow \$5,000

ADDED: Waiver of Land Development Process Application

- Application Fee \$300
- Escrow \$5,000

Escrow Deposits

- INCREASED- Single Lot Land Development – from \$2,500 to \$5,000
- INCREASED - Multi Lot Land Development – from \$5,000 to \$10,000

Multi-Lot Subdivision

- Minor - Increased from \$2,000 to \$5,000
- Major - Increased from \$5,000 to \$10,000

Miscellaneous

INCREASED - Memorial Plaque – from \$135 to \$179

Police:

	<u>Current</u>	<u>Proposed</u>
Special Duty		
Officer	\$125/hour	\$132.50/hr

Towing & Storage Fees (by gross vehicle weight)

▪ Towing, Class 1 thru 4 - Light duty, to 11,000 lbs.	\$160	\$170
▪ Towing, Class 5 thru 8 - Medium duty, 11,001 to 26,000 lbs.	\$210	\$225
▪ Towing, Class 9 and above - Heavy Duty, Over 26,000 lbs.	\$500/hour	\$600
▪ Storage, Class 1 thru 4 - Light duty, to 11,000 lbs.	\$50	\$55
▪ Storage, Class 5 thru 8 - Medium duty, 11,001 to 26,000 lbs.	\$65	\$70
▪ Storage, Class 9 and above- Heavy Duty, Over 26,001 lbs.	\$65	\$70

Additional Charges (to be added to the basic towing fee)

▪ Hourly rate for labor after the first ½ hour	\$50	\$55
▪ Hourly rate for labor for extra staff after the first ½ hour	\$50	\$55
▪ Lockouts	\$50	\$60
▪ Tire change	\$50	\$60
▪ Jump-start	\$50	\$60
▪ Winching (only)	\$65	\$75

MISCELLANEOUS FEES

Township Billable Labor Hours for Service on Roads, Streets & Facilities

• Foreman	\$75/hr	\$78/hr
• Traffic Signal Technician	\$75/hr	\$78/hr
• Crew Tech Equipment Operator	\$75/hr	\$78/hr
• General Laborer	\$47.5/hr	\$50/hr
▪ Real Estate Tax Rate	2.49	2.94mills/dollar
▪ General Fund -	1.14	1.59mills

Fire Services:

Fire Inspection Rates	2023	Proposed 2024	Increase Amount
Sq Footage			
0-2,9000	\$ 80.00	\$ 85.00	\$ 5.00
3,000-4,999	\$ 130.00	\$ 135.00	\$ 5.00
5,000-9,999	\$ 180.00	\$ 190.00	\$ 10.00
10,000-29,999	\$ 220.00	\$ 230.00	\$ 10.00
30,000-49,999	\$ 260.00	\$ 270.00	\$ 10.00
50,000-99,999	\$ 410.00	\$ 425.00	\$ 15.00
10,000 +	\$ 570.00	\$ 590.00	\$ 20.00
Re-Inspection Fee			
2nd Re-inspection	\$ 55.00	\$ 60.00	\$ 5.00
3rd Re-inspeciton	\$ 55.00	\$ 60.00	\$ 5.00
4th Re-inspection	\$ 55.00	\$ 60.00	\$ 5.00
Reimbursement Rates			
Fire Captain, Special Duty rate	\$ 87.00	\$ 90.00	\$ 3.00
Firefighter, Special Duty Rate	\$ 74.50	\$ 77.00	\$ 2.50
PT Firefighter, Special Duty Rate	\$ 38.50	\$ 40.00	\$ 1.50

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APPENDIX

- A. Building Valuation Dates
- B. Act 247 Review Guidelines
- C. FEMA Schedule of Equipment Rates

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

PLANNING & ZONING

CONSTRUCTION WORK / BUILDING PERMITS - A Building Permit application is required (per Chapters 69 and 80 of the Code of Montgomery Township). In the event a permit is withdrawn, a plan review and administrative fee shall be assessed at 10% of the total permit fee, with a minimum of \$50.00. Overdrawn fee is \$25.

RESIDENTIAL CONSTRUCTION

One & Two Family - New Construction

Building Valuation Dates (BVD) dated February 2023 (**Appendix A**)

\$ based on sq ft

Building Square Footage x BVD cost per SF x permit fee multiplier

Permit Fee Multiplier = .0085

- PA Construction Code Act 13 of 2004 Education & Training Program fee
- Scanning fee - Minimum fee or \$10 + \$1/page of plan set if not providing pdf format or flash drive, identifying each page of the plan set

\$4.50
\$25 min.

Manufactured / Mobile Homes

- New placement/installation
- PA Construction Code Act 13 of 2004 Education & Training Program fee

\$400
\$4.50

Additions, Alterations, Detached Garages

- Up to \$7,000 estimated cost
- Each additional \$1,000 estimated cost
- Existing kitchen/bathroom remodel - direct replacement only **plus** electric and plumbing fees
- PA Construction Code Act 13 of 2004 Education & Training Program fee

\$150
\$10
\$150
\$4.50

Decks & Patios

- Uncovered or unenclosed
- Covered or roofed but not enclosed
- PA Construction Code Act 13 of 2004 Education & Training Program fee

\$75 + .25/SF
\$100 + .50/SF
\$4.50

Swimming Pools

Permits required (per ordinance #91- unless otherwise noted) A grading plan sealed by a design professional required for all in-ground pool permits – a stormwater management plan may be required.

- Above and In-ground Pools - Up to \$7,000 estimated cost
 - Each additional \$1,000 estimated cost
 - Electric & HVAC fees (see additional fees below)
- Temporary/Seasonal Above-Ground Pools
- Hot Tubs / Swim Spas

\$150
\$10
\$75
\$75

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

PLANNING & ZONING

RESIDENTIAL CONSTRUCTION (CONTINUED)

Roofing

- First \$1,000 or a fraction thereof \$35
- Each additional \$1,000 or a fraction thereof \$10
- PA Construction Code Act 13 of 2004 Education & Training Program fee \$4.50

Demolition

- In-Ground Swimming Pool \$75
- Residential building (*Copies of all disconnected utilities and PA DEP notification required*) \$150
- PA Construction Code Act 13 of 2004 Education & Training Program fee \$4.50

Small Project Stormwater Management Fee

(effective January 4, 2016) – Residential Projects Only

- Fee In-Lieu of providing Stormwater Detention and Storage Facilities \$1.50/SF
(When adding more than 1,000 SF cumulative impervious surface and less than 5,000 SF)

NON-RESIDENTIAL CONSTRUCTION

New Non-Residential Construction

Building Valuation Dates (BVD) dated February 2023 (*Appendix A*)

\$ based on sq ft

Building square footage x BVD cost per SF x permit fee multiplier

Permit Fee Multiplier = .0085

- PA Construction Code Act 13 of 2004 Education & Training Program fee \$4.50
- Scanning fee - \$10 + \$1/page of the plan set if not provided in pdf format \$25 min.

Alterations / Additions

- First \$10,000 of cost or fraction thereof \$300
- Each additional \$1,000 of cost \$20
- PA Construction Code Act 13 of 2004 Education & Training Program fee \$4.50
- Scanning fee - \$10 + \$1/page of the plan set if not provided in pdf format \$25 min.

Interior Demolition

- Total area affected \$150+.25/SF
- PA Construction Code Act 13 of 2004 Education & Training Program fee \$4.50

Demolition (Removal of Building)

Copies of all disconnected utilities and PA DEP notifications required

- First 10,000 SF \$150 + \$.25 SF
- PA Construction Code Act 13 of 2004 Education & Training Program fee \$4.50

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

PLANNING & ZONING

NON-RESIDENTIAL CONSTRUCTION (CONTINUED)

Roofing - must follow the 2018 Energy Code

- | | |
|--|--------------|
| ▪ Total roof area of work being done | \$200+.05/SF |
| ▪ PA Construction Code Act 13 of 2004 Education & Training Program fee | \$4.50 |

ADDITIONAL PERMIT FEES - Residential and Non-Residential Projects

Zoning Review Fees

- | | |
|---|-------|
| ▪ New Construction | \$125 |
| ▪ Additions, alterations, and accessory structures, including detached garages and barns
gazebos, pergolas, swimming pools, shed, walkway, driveway expansion, and generator | \$75 |

Stormwater Management Site Plan Review - Non-Residential

- | | |
|-------------------|---------|
| ▪ Application fee | \$1,500 |
|-------------------|---------|

Plumbing

- | | |
|--|--------|
| ▪ Base fee (up to and including three new or replacement fixtures) | \$75 |
| ▪ For each additional fixture | \$20 |
| ▪ Water lateral connection | \$85 |
| ▪ Sewer lateral connection | \$45 |
| ▪ Manufactured / Mobile Home Connection | \$50 |
| ▪ PA Construction Code Act 13 of 2004 Education & Training Program fee | \$4.50 |

Electrical

- | | |
|--|----------|
| ▪ \$15 per \$1,000 of estimated cost | \$45 min |
| ▪ PA Construction Code Act 13 of 2004 Education & Training Program fee | \$4.50 |

Alarms & Special Hazard Systems

- | | |
|--------------------------------------|-----------|
| ▪ \$15 per \$1,000 in estimated cost | \$150 min |
|--------------------------------------|-----------|

HVAC

- | | |
|--|-----------|
| ▪ Residential - \$15 per \$1,000 of estimated cost | \$150 min |
| ▪ Non-Residential - \$20 per \$1,000 of estimated cost | \$150 min |

Sprinkler / Fire Suppression System (*Closed-loop and Open-loop Geothermal well installations require an MCHD permit*)

- | | |
|--|--------|
| ▪ First \$2,000 of estimated cost | \$100 |
| ▪ Each additional \$1,000 of cost | \$30 |
| ▪ Fireplace - Gas Insert | \$75 |
| ▪ New Fireplace - Wood Burning Stove - Outdoor Fireplace | \$150 |
| ▪ PA Construction Code Act 13 of 2004 Education & Training Program fee | \$4.50 |

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

PLANNING & ZONING

ADDITIONAL PERMIT FEES - Residential and Non-Residential Projects (CONTINUED)

Wells (requires MCHD permit)

- | | |
|--|--------|
| ▪ Base fee | \$75 |
| ▪ PA Construction Code Act 13 of 2004 Education & Training Program fee | \$4.50 |

Lawn irrigation Systems (May not be installed within the Public Right-of-Way)

- | | |
|--|--------|
| ▪ Base fee | \$75 |
| ▪ PA Construction Code Act 13 of 2004 Education & Training Program fee | \$4.50 |

Use & Occupancy

(Use & Occupancy Permit application required per Chapter 230-161)

- | | |
|---|-------|
| ▪ Residential (new construction only, IRC) | \$150 |
| ▪ Manufactured/Mobile home | \$100 |
| ▪ Non-Residential (new, re-occupancy, change of use, IBC) | \$300 |
| ▪ Change of Business Name and/or Ownership only | \$100 |
| ▪ Each additional tenant/occupant within a shared space | \$50 |
| ▪ Temporary Construction/Office trailer | \$100 |

Blasting - Tracking Permit

- | | |
|--|--------|
| ▪ Base fee | \$75 |
| ▪ PA Construction Code Act 13 of 2004 Education & Training Program fee | \$4.50 |

Grading

Grading Permit application required (per Chapter 205 of the Code of Montgomery Township - unless otherwise noted).

- | | |
|------------|---------|
| ▪ Base fee | \$1,200 |
|------------|---------|

Fences

- | | |
|---|-------|
| ▪ Not Crossing an Easement | \$75 |
| ▪ Crossing Easement - Fence Easement Agreement (Recorded with the County) | \$250 |

Signs

Sign Permit application required (per Chapter 230, Article XVII of Code of Montgomery Township)

- | | |
|--|------------|
| ▪ Wall sign | \$175 |
| ▪ Pole sign/monument/free standing signs | \$225 |
| ▪ Change of face for wall and freestanding signs | \$75 |
| ▪ Per directional signs per code | \$75 |
| ▪ Billboard Signs- new/replacement also need Building Permit | \$500/face |

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

PLANNING & ZONING

MISCELLANEOUS PERMITS, APPLICATIONS, AND FEES

Temporary Signs / Banners

7-day increments are allowed 14 times per calendar year with one (1) on-lot sign per street frontage.

▪ Up to 32 square feet	\$20/week
▪ Up to 48 square feet	\$25/week
▪ Up to 60 square feet	\$30/week
▪ Up to 90 square feet	\$40/week
▪ Up to 120 square feet	\$50/week

**Each Additional 7 Days- 50% fee reduction at initial issuance*

Temporary Retail Sales Permit* - required (per ordinance #83) **License fee may be doubled if business commences before a license is issued.*

Temporary Show \$10 / merchant

Where itinerant (temporary) merchants form part of a show that is organized and booked by one or more promoters, the promoter or promoters thereof shall be responsible for the payment of a license fee covering all such itinerant merchants. This fee is for the specific show for which it is booked and shall run for a period not to exceed seven (7) days.

Temporary Retail Business

▪ Up to 7 days	\$50
▪ 8 - 30 days	\$150
▪ 31 - 60 days	\$300
▪ 61 - 120 days	\$450

Special Events Permit \$100 per event
(must follow 2018 IBC)

Mobile Food Vendor Permit

▪ Non-Residential Site	\$100 (max 30 days)
▪ Residential Site	\$25 (per event)

Major Home Occupation Permit (by Special Exception) \$75

Minor / No Impact Home Occupation Permit \$75

Contractor Registration

▪ New Residential Construction and All Commercial Projects and Contractors without a valid PA HIC#	\$50 / year
--	-------------

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

PLANNING & ZONING

MISCELLANEOUS PERMITS, APPLICATIONS, AND FEES (CONTINUED)

Collection Bins

Application required (per ordinance #94-33)

- Annual fee \$50 per bin

Township Property Access Agreement

- Application Fee \$100
- Minimum escrow \$2,000

Highway / Road Occupancy Permit

Required per Second Class Township Code, Article XI, Section 1156 - Road opening, boring, and excavation in any Township highway, roadway, right-of-way, public easement, sidewalk, curb, footpath, or bike path having an improved or unimproved surface.

- Application Fee \$50
- Per 100 Linear Feet or fraction thereof \$100
- Other work performed within the Right-of-Way other than above shall be in accordance with the fee schedule established by the Pennsylvania State Association of Township Supervisors and made part of this schedule.
- An escrow for street openings may be required in the minimum amount of \$500 to be held for two years after the final restoration.
- Work performed within Montgomery Township's Rights-of-Ways shall be in accordance with Chapter 203, Publication 408, and Chapter 459 of Title 67 of the Pennsylvania Code, entitled "Occupancy of Highways by Utilities," as amended. Applications for permits shall pay the Township at the time of application the fee set forth above. If a permittee will be performing a substantial amount of work within the right-of-way, the Township may, at its discretion, require the applicant to execute an agreement or provide security, or both, as a prerequisite to the issuance of the permit. If security is required, it shall be delivered to the Township in a form and amount acceptable to the Township and shall guarantee construction inspections, restoration, and maintenance of the highway for a period of at least five years after acknowledged completion of the permitted work. At least 15 days prior to opening more than 50 linear feet of any area within the right-of-way, the permittee shall deliver photo/video documentation to the Township office verifying the preconstruction condition of the area within the rights-of-way and any area to be disturbed on private property. Prior to entering the property outside the right-of-way, the applicant shall obtain written permission from the owner and forward a copy of such permission form to the Township.

Building and Zoning Certification - Application for Zoning and Building Certification required

- Zoning Certification \$100/ Item Requested

Building Code Appeals Board - Appeals of any order or decision of a Building Code Official or Building Inspector.

- Application fee \$1,500
- Escrow (unless waived by the Board of Supervisors) \$1,500
- Continuance request \$400

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

PLANNING & ZONING

MISCELLANEOUS PERMITS, APPLICATIONS, AND FEES (CONTINUED)

Penalties

- | | |
|---|--------------------|
| ▪ Permits obtained as a result of a stop-work order being issued and/or construction, installation, etc., that has been started or completed without a permit | Normal fee X2 |
| ▪ The exact cost incurred by the Township plus administrative fees for special tests and/or agencies required to determine compliance with concealed construction and/or work completed prior to obtaining a permit. They may also be required to produce their own approved proof of compliance (i.e., compaction test). | Special Inspection |
| ▪ Outside Plan Review/Site Visit | Consultant fee |
| ▪ Per visit in excess of two on the same matter (i.e. framing inspection) fees must be paid before further inspections take place. | \$85 |

The Township retains the right to recover any costs incurred for the use of outside consultants for the purposes of additional reviews or testing.

BOARD OF SUPERVISORS HEARING APPLICATIONS

Curative Amendment

- | | |
|---|----------|
| ▪ Application fee | \$5,000 |
| ▪ Escrow | \$10,000 |
| ▪ Each applicant requested postponement or continuance. | \$500 |

Conditional Use

- | | |
|--|---------|
| ▪ Application fee for residential hearing for land uses specifically authorized as Conditional Use under the zoning ordinance. | \$1,000 |
| ▪ Escrow | \$2,500 |
| ▪ Application fee for non-residential hearing for land uses specifically authorized as Conditional Use under the zoning ordinance. | \$1,500 |
| ▪ Escrow | \$2,500 |

Zoning Map / Text Amendment

- | | |
|-------------------|---------|
| ▪ Application fee | \$2,000 |
| ▪ Escrow | \$5,000 |
-
- All fees and deposits shall be paid when the application is filed, payable to Montgomery Township.
 - Escrow deposits will be returned to the applicant, without interest, after the proceedings are complete and all appropriate charges have been made to the escrow account. If the costs of the proceedings are more than the escrow deposit, the applicant will be responsible for the difference, payable monthly as billed, by paying additional funds into the escrow account. Appropriate costs and charges include but are not limited to:
 - Notes of testimony (official file copy), transcription costs,
 - 50 percent of Stenographer appearance costs
 - and/or Advertising costs

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

PLANNING & ZONING

BOARD OF SUPERVISORS HEARING APPLICATIONS (CONTINUED)

- All application fees paid are non-refundable and intended to cover all overhead, administrative, and miscellaneous expenses of the Township.
- Administrative fee of 7.5% of charges incurred for all escrow charges.
- The Township retains the right to recover any costs incurred for the use of outside consultants for the purposes of additional reviews or testing.
- Legal fees
- Overdrawn Charge of \$25 per month assessed against an applicant who is delinquent by more than 21 days in funding overdrawn escrow account.
- 1.5% monthly interest charge on unpaid accounts receivable balance

ZONING HEARING BOARD FEES AND ESCROWS

Variances, Special Exceptions, Appeals from Orders and Decisions of the Zoning Officer, Substantive Challenges, Non-Conforming Uses from the requirement of the Zoning Ordinances and other Ordinances of Montgomery Township, and documents fee. Zoning Hearing Board - A notice of Appeal application is required.

Residential

- A lot on which a residential dwelling exists or for a lot in a residential district that is intended to be utilized for residential use. \$600
- Each applicant requested a postponement, continuance, or extension by written request. \$300

All other Zoning Districts or Non-Residential Uses

- A lot in any district other than residential, except when a request for a non-residential use \$1,200
- Each applicant requested a postponement, continuance, or extension request by written request. \$500

Non-conforming uses fee shall be based on the zoning district and requested use as noted above. Variance for non-conforming shall be determined by nature of variance as to use and/or adjoining property having the greatest bordering line as to its zoning classification.

Substantive Validity Challenges

- Application Fee \$5,000
- Escrow \$10,000
- Each applicant requested a postponement, continuance, or extension request by written request. \$500
- All fees and deposits shall be paid when the application is filed, payable to Montgomery Township.
- All application fees paid are non-refundable.
- Appropriate costs and charges include but are not limited to:
 - Notes of testimony (official file copy) - transcription costs
 - 50 percent of Stenographer appearance costs

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

PLANNING & ZONING

ZONING HEARING BOARD FEES AND ESCROWS (CONTINUED)

- Zoning Hearing Board Members Compensation (proportioned among the members of applicants per meeting)
- Advertising costs
- Concurrent applications - An applicant who seeks more than one form of relief in his application shall pay the highest of applicable fees.
- Legal fees
- The Township retains the right to recover any costs incurred for the use of outside consultants for the purposes of additional reviews or testing.

SUBDIVISION & LAND DEVELOPMENT APPLICATION

Formal Sketch Plan Review (optional)

- | | |
|---------------------------------------|---------|
| ▪ Minor Subdivision / Lot Line Change | |
| ▪ Application fee | \$300 |
| ▪ Escrow | \$3,000 |
| ▪ Major Subdivision / Non-Residential | |
| ▪ Application fee | \$600 |
| ▪ Escrow | \$5,000 |

Waiver of Land Development Process Application

- | | |
|-------------------|---------|
| ▪ Application Fee | \$300 |
| ▪ Escrow | \$5,000 |

Preliminary and Final Plan Submissions

Filing Fees

- | | |
|--|---------|
| ▪ Residential base fee | \$1,000 |
| ▪ Per unit and / or lot (whichever is greater) | \$75 |
| ▪ GIS System Update Fee | \$350 |
| ▪ Non-Residential base fee | \$2,500 |
| ▪ Per unit and / or lot or building | \$150 |
| ▪ GIS System Update Fee | \$350 |

Escrow Deposits

- | | |
|--|----------|
| ▪ Single Lot Land Development – Residential and Non-Residential | \$5,000 |
| ▪ Multi Lot Land Development (2 or more lots or units Residential and Non-Residential) | \$10,000 |
| ▪ Multi-Lot Subdivision – Residential and Non-Residential | |
| ▪ Minor Subdivision (2 lot) | \$5,000 |
| ▪ Major Subdivision – (3 or more lots) | \$10,000 |

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

PLANNING & ZONING

SUBDIVISION & LAND DEVELOPMENT APPLICATION (CONTINUED)

Additional Fees

- Montgomery County Planning Commission Act 247 Review Fee (**Appendix B**)
- The Township retains the right to recover all costs incurred for outside consultants, including the Township Engineer, Township Traffic Engineer, Landscape Architect, Township Solicitor, etc.
- The Township retains the right to recover any costs incurred for the use of outside consultants for the purposes of additional reviews or testing.
- Administrative fees – 7.5% of costs and charges incurred by the Township for approval of developer's plan review, final approval, and subsequent public improvement inspections.
- Legal Fees
- Fee per month assessed against an applicant who is delinquent by more than 21 days in funding overdrawn escrow account. 1.5% monthly interest charge on unpaid accounts receivable balance.
- The Solicitor and Township Engineer will determine the amount of escrow for Public Inspection Costs based on calculations/estimates. The amount is included in the Land Development Agreement.

Park & Recreation Fees / Impact Fee - Per the subdivision & land development ordinance requirements.

- | | |
|--|-------------------------|
| ▪ Residential - per dwelling unit unless noted in Developers Agreement | \$2,000 |
| ▪ Non-Residential - up to 10,000 square feet | \$0.50SF up to 10,000SF |
| | \$.025SF over 10,000SF* |

**Unless noted in the developers' agreement*

Fee in Lieu Costs (Trees / Landscaping)

- | | |
|---|-------|
| ▪ Shade Trees 3" min. caliper, 14-16' height | \$600 |
| ▪ Shade Trees 2" min. caliper, 12-14' height | \$450 |
| ▪ Replacement Shade Trees 2.5" min. caliper | \$500 |
| ▪ Evergreen Trees 8-10' min. height | \$550 |
| ▪ Ornamental/Flowering Trees 1.25" min. caliper, 8-10' height | \$400 |
| ▪ Deciduous and Evergreen Shrubs | \$90 |

Industrial Development Authorities

- | | |
|----------------|-------|
| ▪ IDA Hearings | \$500 |
|----------------|-------|

Flood Plain Map Changes

- | | |
|--|---------|
| ▪ Escrow minimum to cover cost of Township Engineer review and Administrative time | \$5,000 |
|--|---------|

Liquor License Application

- | | |
|--|---------|
| ▪ Application for Transfer of Liquor License | \$1,500 |
| ▪ Escrow | \$1,500 |

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

PLANNING & ZONING

MISCELLANEOUS

Fees in this section are subject to change as amended by resolution.

▪ Zoning Ordinance (picked up)	\$35
▪ Zoning Ordinance (mailed)	\$45
▪ Zoning Map (picked up)	\$15
▪ Zoning Map (mailed)	\$25
▪ Subdivision Ordinance (picked up)	\$35
▪ Subdivision Ordinance (mailed)	\$45
▪	
▪ Zoning Hearing Transcripts	Stenographer Cost
▪ Zoning Hearing Board Opinion and Order	\$.25/page
▪ Recycling Bin	\$10
▪ Memorial Plaque - Memorial Grove	\$155
▪ Reproduction of Large Format Material	Twp cost plus 15%
▪ Building Inspection for two or more re-inspections	\$85/hr

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

COMMUNITY & RECREATION CENTER

**The Montgomery Township Community and Recreation Center is located at:
1030 Horsham Road, Montgomeryville, PA - 267-649-7200**

MEMBERSHIP RATES:

Membership includes the Fitness Facility, all Group Exercise Classes, an Indoor Walking/Running Track, and special program discounts.

	Annual Memberships		3-Month Memberships	
	Township Residents	Non-Residents	Township Residents	Non-Residents
Individual Adult (ages 18-61)	\$200	\$260	\$60	\$75
Individual Youth (ages 3-7)	\$120	\$170	\$45	\$66
Individual Senior (ages 62+)	\$120	\$170	\$45	\$66
Household (up to 5 members) *	\$400	\$525	\$126	\$150
Household of 2 under the age of 62	\$350	\$475	\$102	\$126
Household of 2 over the age of 62	\$200	\$275	\$60	\$75
Household Add-Ons				
Extra Child	\$25	\$25	\$30	\$30
Extra Adult	\$30	\$30	\$50	\$50
Grandchild (under the age of 18)			\$30	\$30

*** 2 Adults + 3 Children under 18 per household before additional charges**

FACILITY RENTAL FEES:

	Resident/ CRC Member	Non-Resident	Township Business	Non-Township Business
Gymnasium (full)	\$70	\$95	\$95	\$120
Gymnasium (half)	\$45	\$65	\$65	\$80
Event Room (full)	\$70	\$95	\$95	\$120
Event Room (half)	\$45	\$65	\$65	\$80
Senior Lounge	\$45	\$65	\$65	\$80
Exercise Studio (large)	\$45	\$65	\$65	\$80
Exercise Studio (small)	\$25	\$45	\$45	\$60
Youth Lounge	\$25	\$45	\$45	\$60
Conference Room	\$25	\$45	\$45	\$55
Catering Kitchen (<i>flat fee</i>)	\$35	\$35	\$35	\$35

All rates shown above are per hour unless otherwise noted

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

FIRE SERVICES

FIRE SERVICES FEES

Annual Fire Inspections

▪ 0-2,999 sq. ft.	\$85
▪ 3,000-4,999 sq. ft.	\$135
▪ 5,000-9,999 sq. ft.	\$190
▪ 10,000-29,999 sq. ft.	\$230
▪ 30,000-49,999 sq. ft.	\$270
▪ 50,000-99,999 sq. ft.	\$425
▪ 100,000 > sq. ft.	\$590

Re-Inspection Fees

▪ 2 nd Re-Inspection	\$60
▪ 3 rd Re-Inspection	\$60
▪ 4 th Re-Inspection by the Fire Chief	\$60

Reports

▪ Fire Response Report	\$40
▪ Fire Origin and Cause Investigation Report	\$100
▪ Fire Scene Photo Images	\$100

Reimbursement Rates for Recovery of Emergency Response Cost

▪ Fire Command SUV	\$25/hr
▪ One-ton Pick-up Truck	\$25/hr
▪ Rescue Fire Truck	\$100/hr
▪ Fire Truck - Pump Capacity 1,500 gpm	\$95/hr
▪ Fire Truck with Ladder (95 feet) 100	\$190/hr
▪ Fire Captain, special duty rate	\$90/hr
▪ Firefighter, special duty rate	\$77/hr
▪ Part-time Firefighter, special duty rate	\$40/hr

Miscellaneous

▪ Truss Placards	\$25/ea
▪ Flares, case of 36	\$150/case
▪ Oil Dry, 40 lb. bag	\$20/bag

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

PARKS & RECREATION

FACILITY AND FIELD RENTALS

	Resident	Non-Resident
Pavilion / Gazebo	\$5/hr	\$25/hr
Basketball / Tennis / Volleyball Courts / Street Hockey	\$5/hr	\$25/hr
Baseball / Softball / Soccer Fields	\$5/hr	\$25/hr

Tournaments

All tournaments May 1st - November 15th

\$200 per field per day

Special Events

Payment to be submitted with permit

Permits are obtained through Montgomery Township's Planning & Zoning Department

Fundraising Events for Non-Profit Organizations

Fee will be waived as long as 100% of the proceeds, after expenses, are donated to a charitable organization

Fellowship Park

125 Meadowood Drive, Montgomeryville, PA

Basketball Court

Soccer Field

Softball Field

Tennis Courts (4)

Volleyball Court

Whistlestop Park

88 County Line Road, Chalfont, PA

Baseball Field

Softball Field - Lights

Basketball Court

Street Hockey Court

Municipal Building - Gazebo Park

1001 Stump Road, Montgomeryville, PA

Gazebo

William F. Maule Park at Windlestrae - Zehr

1238 Stump Road, North Wales, PA

Soccer Fields (3)

Spring Valley Park

200 Claremont Drive, Lansdale, PA

Pavilion - Lights (1)

Baseball Fields (4)

Basketball Courts - Lights (2)

Sand Volleyball Court

Soccer Fields (4)

Street Hockey Court - Lights

Tennis Courts - Lights (4)

William F. Maule Park at Windlestrae - Rose Twig

1147 Kenas Road, North Wales, PA

Pavilion (1)

Basketball Courts (2)

Soccer Fields (2)

Softball Fields (3)

Street Hockey (1)

Tennis Courts (4)

Whispering Pines Park

Orchard Drive,

Basketball Court

Street Hockey Court

William F. Maule Park at Windlestrae

1447 Kensas Road, Montgomeryville, PA

Pavilion - Lights (1)

Baseball Fields - Lights (2)

Baseball Fields - No Lights (2)

Soccer Fields - Lights (2)

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

POLICE SERVICES

POLICE FEES

Fines

- Violation of Parking Regulations (Changed by Ordinance) \$15

Fingerprinting

**Fee waived upon proof of township residency or employment in Montgomery Township at the time of fingerprinting*

\$15*

Flares – per case of 36

\$150

Multimedia

- Digital Photograph-first Image \$30
- Digital Photograph-additional images \$10/ea
- Video recording \$100/ea
- Flash drive Traffic Crash Photo Images \$100/ea

Reports – Crash & Incident

- Initial state report \$15
- Supplemental accident reports \$5/per page
- Initial crime report \$15
- Supplemental pages for report \$5/per page

Special Duty

- Officer \$132.50/hour
- Police vehicle \$25/hour

Stray Dog

- First day \$20
- Feeding & detaining each additional day (payable before the dog is released) \$15/day

Solicitation Permits (Transient Merchants)

- Daily \$40
- Monthly \$200

Towing & Storage Fees (by gross vehicle weight)

- Towing, Class 1 thru 4 - Light duty, to 11,000 lbs. \$170
- Towing, Class 5 thru 8 - Medium duty, 11,001 to 26,000 lbs. \$225
- Towing, Class 9 and above - Heavy Duty, Over 26,000 lbs. \$600/hour
- Storage, Class 1 thru 4 - Light duty, to 11,000 lbs. \$55
- Storage, Class 5 thru 8 - Medium duty, 11,001 to 26,000 lbs. \$70
- Storage, Class 9 and above- Heavy Duty, Over 26,001 lbs. \$70
- Additional charge if a vehicle is stored within a building (Per day) \$50
- Oil Dry, per 40 lb. bag \$20

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

POLICE SERVICES

POLICE FEES (CONTINUED)

Additional Charges (to be added to the basic towing fee)

▪ Hourly rate for labor after the first ½ hour	\$55
▪ Hourly rate for labor for extra staff after the first ½ hour	\$55
▪ Towing outside Montgomery Township	\$4/per mile
▪ Towing of impounded vehicles from Police Department to salvor	\$50
▪ Towing of Township vehicles	\$75
▪ Towing of vehicles for other law enforcement agencies	\$75
▪ Towing of Township vehicles outside Montgomery Township	\$75
▪ <i>plus, per mile charge outside Township boundaries</i>	\$4/per mile
▪ Lockouts	\$60
▪ Tire change	\$60
▪ Jump-start	\$60
▪ Gate fee (charged only outside of regular business hours, as defined in towing agreement)	\$35
▪ Winching (only)	\$75

MONTGOMERY TOWNSHIP 2024 FEE SCHEDULE

MISCELLANEOUS

MISCELLANEOUS FEES

- **Amusement Tax License** - Initial License \$60
- **Amusement Tax License** - Annual renewal \$30
- **Amusement Tax License** - Temporary Business \$30
- **License for Business Privilege/ Mercantile Tax** \$25
- **Business Privilege Tax** - at the rate of 1 1/2 (1.50) mills on each dollar of the gross volume of business transacted by them during the license year; provided, however, that in no event shall the annual business privilege tax herein imposed be less than \$10 for each of the places of business.
- **Mercantile Retail Tax** - at the rate of 1 1/2 (1.50) of a mill on each dollar of the gross volume of business transacted by them during the license year.
- **Mercantile Wholesale Tax** - at the rate of 1/5 (0.2) of a mill on each dollar of the gross volume of business transacted by them during the license year.
- **Real Estate Tax Rate** 2.94 mills/dollar
 - General Fund - 1.59 mills
 - Parks and Recreation - .27 mills
 - Fire Protection - .56 mills
 - Debt Service - .52 mills
- **Copy charge** \$0.25/page
- **Return check fee** \$25
- **Township Billable Labor Hours for Service on Roads, Streets & Facilities**
 - Foreman \$80/hr
 - Traffic Signal Technician \$80/hr
 - Crew Tech Equipment Operator \$80/hr
 - General Laborer \$50/hr
- Billable Equipment Rates - per FEMA's Equipment Rate Schedule Dated August 15, 2019 (**Appendix C**)
- Billable Parts & Material Supplies – At Township cost
- Court Reporting Fees – At Township cost

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #09

SUBJECT: Approval of Township Consultant Fees
MEETING DATE: January 2, 2024
BOARD LIAISON: Chairwoman of the Board of Supervisors
INITIATED BY:

BACKGROUND:

Attached please find the updated fees for 2024 for appointed Township consultants.

MOTION/RESOLUTION:

Motion to approve the fees for 2024 for appointed Township consultants effective January 2, 2024.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

Gilmore & Associates, Inc

	<u>2023</u>	<u>2024</u>
Principal III	170.00	170.00
Principal II	165.00	165.00
Principal I	160.00	160.00
Consulting Professional V	155.00	155.00
Consulting Professional IV	148.00	148.00
Consulting Professional III	142.00	142.00
Consulting Professional III	135.00	135.00
Consulting Professional I	128.00	128.00
Design Technician V	123.00	123.00
Design Technician IV	117.00	117.00
Design Technician III	111.00	111.00
Design Technician II	106.00	106.00
Design Technician I	102.00	102.00
Construction Representative III	115.00	115.00
Construction Representative II	105.00	105.00
Construction Representative I	95.00	95.00
Surveying Crew	180.00	180.00
Project Assistant	85.00	85.00

Eckert Seamans

	<u>2023</u>	<u>2024</u>
Labor Attorney	200.00	200.00

Kilkenny Law

	<u>2023</u>	<u>2024</u>
Township Solicitor	165.00	165.00

Zoning Hearing Board - Mary Kay Kelm, Esq.

	<u>2023</u>	<u>2024</u>
Hourly Rate	162.50	162.50

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #10

SUBJECT: Approval of Manager's Employment Agreement

MEETING DATE: January 2, 2024

BOARD LIAISON: Chairwoman of the Board of Supervisors

INITIATED BY:

BACKGROUND:

An agreement has been prepared to extend the term of employment of Carolyn McCreary as Township Manager for a two-year period to be effective January 1, 2024 through December 31, 2025. The agreement includes a description of the Duties of the Manager, Salary, Township Vehicle and Equipment, Benefits, Provisions for Removal, Terminal Leave and Notice of Resignation, Definition of "Just Cause" and Miscellaneous and General Provisions.

MOTION/RESOLUTION:

Motion to authorize the execution of the Township Manager's Memorandum of Agreement effective for the period of January 1, 2024 to December 31, 2025.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

MUNICIPAL MANAGER AGREEMENT

MEMORANDUM OF AGREEMENT BETWEEN MONTGOMERY TOWNSHIP AND CAROLYN MCCREARY (Effective for Calendar Years 2024 and 2025)

THIS IS AN AGREEMENT, made this 2nd day of January, 2024, by and between the **TOWNSHIP OF MONTGOMERY** ("Township"), by and through its Board of Supervisors ("Board") and **CAROLYN MCCREARY** ("McCreary") setting forth McCreary's terms and conditions of employment.

WHEREAS, Montgomery Township is a Commonwealth of Pennsylvania Township of the Second Class;

WHEREAS, the Board desires to employ the services of Carolyn McCreary as Township Manager;

WHEREAS, Carolyn McCreary desires to be employed as Township Manager of Montgomery Township; and

WHEREAS, by majority vote of the Board of Supervisors of Montgomery Township at an advertised public meeting, the terms and provisions of this Agreement have been approved.

NOW, THEREFORE, in consideration of the covenant contained herein, the parties agree as follows:

SECTION I. TERM OF AGREEMENT

This Agreement shall become effective on January 1, 2024, and shall continue in effect through and including December 31, 2025.

Notwithstanding the term of this Agreement, the Township and McCreary acknowledge and agree that McCreary at all times shall remain an at-will employee who is subject to termination for any reason or for no reason at all at any time during or after the term of this Agreement. Nothing contained herein shall alter the at-will presumption of employment, serve to provide McCreary with a reasonable expectation of ongoing employment or convey a property right in continued employment to McCreary.

SECTION II. DUTIES OF MANAGER

Township agrees to employ Carolyn McCreary in an at-will capacity as Township Manager to perform the duties specified in the Township Manager Ordinance, as well as such other mandatory and/or lawfully permissible and proper essential job functions, specific tasks or directives issued or assigned by the Board from time to time. McCreary agrees to perform the above duties to the best of her ability.

SECTION III. SALARY

Effective January 1, 2024, Township agrees to pay McCreary an annual salary for 2024 in the amount of \$177,150.00. Effective January 1, 2025, McCreary's annual salary shall be increased to the amount of \$184,236.00 for the calendar year 2025.

Payments shall be made with the same frequency as other non-police employees within the Township and consistent with the Township's normal payroll practices,

As the highest-ranking management employee of the Township, McCreary shall be considered an "exempt" employee for overtime purposes and, therefore, shall not be entitled to any additional compensation (i.e., overtime pay or compensatory time off) for any hours worked over 40 during any given workweek.

SECTION IV. TOWNSHIP VEHICLE & EQUIPMENT

The Township shall provide to McCreary an all-wheel drive or four-wheel drive sports utility vehicle (SUV) to perform the duties of Township Manager and shall pay the liability, property damage, and comprehensive insurance, and the operation, maintenance, and repair costs of the vehicle. Unless authorized in writing by the Township, McCreary shall use the vehicle only for official use, and for *de minimis* personal use within a 25-mile radius of the Township.

The Township shall also provide McCreary a cellular phone, cellular calling plan, and a laptop computer and/or tablet, required for McCreary to perform the duties of Township Manager, each of which are to be used for official business.

It is understood that the vehicle, cellular phone and plan, and laptop or tablet shall at all times remain property of the Township and shall be relinquished to the Township upon request by the Board.

SECTION V. BENEFITS

Township agrees to provide health care, vision, and dental benefits to McCreary and any eligible dependents in the same manner and amount and subject to any applicable copayments or premium payments as apply to other non-police department-head-level Township employees. Additionally, McCreary shall be entitled to life and disability insurance, retirement benefits, sick leave, personal leave and holidays in the same manner and at the same level as the Township provides to other non-police department-head-level Township employees as set forth in the Township's Personnel Policy Procedure Manual, as may be amended from time to time. McCreary shall also be entitled to four (4) weeks of paid vacation time each year, to be used in the same manner as provided in the Township's Personnel Policy Procedure Manual, as may be amended from time to time.

The Township will pay the annual membership dues for the Association for Pennsylvania Municipal Managers (APMM), the International City and County Managers Association (ICMA), and any other organizations relevant to her position as Township Manager, as approved by the Board of Supervisors. Subject to Township policies and procedures regarding expenses and reimbursement, McCreary may attend at the Township's expense, professional training

seminars, continuing education seminars or conferences including but not limited to the annual conferences of the APM, ICMA, and the Pennsylvania Municipal League (PML) and other training she deems relevant to overseeing Township operations. Funds will be budgeted accordingly each year.

In addition, McCreary serves on the Executive Committee of Delaware Valley Health Trust and may attend meetings and conferences attendant to that role.

SECTION VI. REMOVAL TERMINAL LEAVE & NOTICE OF RESIGNATION

It is understood that, as an at-will employee, the Township may remove McCreary at any time and that McCreary may resign at any time.

In the event, McCreary is involuntarily removed by the Township for reasons other than "just cause," as defined below, the Township agrees to continue McCreary's full salary and health insurance benefits for a period of six (6) months from the date of notice of termination ("the Terminal Leave Period"). If, during the Terminal Leave Period, the Township changes insurance carriers and/or the level of benefits generally provided to other non-police employees, it shall not be a violation of this Agreement for the Township to apply such changes equally and automatically to McCreary. No other compensation or benefits beyond salary continuation and health coverage shall be due or payable to McCreary during the Terminal Leave Period. However, the 6-month Terminal Leave Period shall count as years of service for the limited purpose of pension accrual and vesting, and McCreary shall be responsible during this time for making any participant contributions to any applicable pension fund that may then be required of the Township's remaining active non-police employees. During the Terminal Leave Period, McCreary agrees that, for no additional compensation, and at the request of the Township, she shall assist with the selection of a suitable replacement and with the transition of responsibilities to any such replacement, even if such replacement is an interim appointment.

If McCreary is terminated for "just cause," as defined below, the Township shall have no obligation to provide the Terminal Leave Period or attendant salary or benefits.

"JUST CAUSE" DEFINED: For purposes of this Agreement, "just cause" shall be defined as any misconduct that brings disrepute upon the Board of Supervisors, Township or any of its departments, or if McCreary engages in any misconduct involving fraud, dishonesty or moral turpitude, regardless of whether or not such conduct is criminal in nature or results in a criminal prosecution and/or conviction. It shall also constitute "just cause" under this Agreement if McCreary knowingly engages in insubordinate behavior by failing or refusing to comply with a lawful directive of the Board. In the event that the Township believes that there exists just cause for termination as a result of insubordination on the part of McCreary, the Township agrees to provide to McCreary a written warning and a reasonable opportunity to comply with the directive.

In the event McCreary resigns from her position of her own accord, the above-described paid Terminal Leave Period shall not be available. In the event of such resignation, McCreary shall give the Board at least sixty (60) days prior written notice.

Regardless of the manner of separation of McCreary from her employment with the Township, McCreary shall be compensated for all accrued vacation leave time on a lump sum basis.

If any provision, or any portion thereof, contained in this Agreement is declared by a court of competent jurisdiction to be invalid, such decision shall not affect the Agreement as a whole or any part hereof, and any remaining provisions shall remain enforceable to the fullest extent possible by law.

SECTION VII. MISCELLANEOUS & GENERAL PROVISIONS

It is agreed and understood by the parties that all provisions of this Agreement shall be governed and interpreted under the laws of the Commonwealth of Pennsylvania and in a manner consistent with Act 74 of 2011.

This Agreement shall supersede in the entirety any prior Memoranda of Agreement, employment agreements or similar documents and understandings between the parties, which shall be deemed null and void upon the execution of this Agreement.

This Agreement shall not be modified except in writing and upon mutual consent of the Township and McCreary.

If any provision, or any portion thereof, contained in this Agreement is declared by a court of competent jurisdiction to be invalid under Act 74 of 2011 or any other legislation, such decision shall not affect the Agreement as a whole or any part hereof, and any remaining provisions shall remain enforceable to the fullest extent possible by law.

McCreary shall have an annual review in November of each year by the Chair of the Board of Supervisors. The annual review will be in conjunction with the budget process.

CAROLYN MCCREARY:

_____ Carolyn McCreary, Manager Montgomery Township	_____ Date
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**ON BEHALF OF THE TOWNSHIP OF
MONTGOMERY:**

_____ Candyce Fluehr Chimera, Chairwoman, Montgomery Township Board of Supervisors	_____ Date
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MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #11

SUBJECT: Certify Delegate to Pennsylvania State Association of Township Supervisors
MEETING DATE: January 2, 2024
BOARD LIAISON: Chairwoman of the Board of Supervisors
INITIATED BY:

BACKGROUND:

The Board will designate its voting delegate for the Pennsylvania State Association for Township Supervisors annual conference in Hershey, PA. The Board should nominate a Supervisor who is planning to attend the conference this year (April 14 to 17, 2024) to serve as the Township's voting delegate.

MOTION/RESOLUTION:

Motion to certify _____ as the voting delegate to represent Montgomery Township at the Pennsylvania State Association of Township Supervisors (PSATS) in the year 2024.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #12

SUBJECT: Appointment of Board Liaisons to Township Committees
MEETING DATE: January 2, 2024
BOARD LIAISON: Chairwoman of the Board of Supervisors
INITIATED BY:

BACKGROUND:

Members of the Board of Supervisors elect to serve as liaisons to the various Township Boards and Commissions.

MOTION/RESOLUTION:

Motion to appoint the following Board members to serve as liaisons to the following committees, boards and agencies for 2024:

Business Development Partnership	Beth Staab
Community & Recreation Center Committee	Annette Long
Environmental Advisory Committee	Beth Staab
Finance Committee	Audrey Ware
Human Relations Commission	Tanya Bamford
Open Space Committee	Carolyn McCreary
Park and Recreation Board	Tanya Bamford
Police Pension Committee	Carolyn McCreary
Planning Commission	Candyce Chimera
Public Safety Committee	Annette Long
Ready for 100 Committee	Beth Staab
Senior Committee	Audrey Ware
Sewer Authority Board	Tanya Bamford
Shade Tree Commission	Tanya Bamford

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #02

SUBJECT:	Announcements
MEETING DATE:	January 2, 2024
BOARD LIAISON:	
INITIATED BY:	Chairwoman

We wish to thank everyone for your generous donations and support of the Lt. Patty Simons Food Drive, the Montgomery Township Toy Drive, and the Montgomery County Winter Coat Drive. The donations received were overwhelming and provided local residents with holiday cheer.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #03

SUBJECT:	Public Comment
MEETING DATE:	January 2, 2024
BOARD LIAISON:	
INITIATED BY:	Chairwoman

BACKGROUND:

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

Please come forward to the microphone and state your name and address for the record.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #04

SUBJECT: Announcement of Executive Session
MEETING DATE: January 2, 2024
BOARD LIAISON: Chairwoman
INITIATED BY: Township Solicitor

BACKGROUND:

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

The Board of Supervisors met virtually in Executive Session via TEAMS on Wednesday, December 13 at 5:00 p.m. to discuss a personnel matter.

The Board of Supervisors met in Executive Session earlier this evening at 6:30 p.m. to discuss one real estate matter and one potential litigation matter.

The topics discussed are legitimate subjects of an Executive Session under the Commonwealth of Pennsylvania's Sunshine Law.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #05

SUBJECT: Consent Agenda
MEETING DATE: January 2, 2024
BOARD LIAISON:
INITIATED BY:

BACKGROUND:

MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED for the following:

- Minutes of the December 11, 2023 Board meeting
- Payment of Bills for January 2, 2024
- Escrow Release and Start of Maintenance – 113 Magdalena Lane

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
DECEMBER 11, 2023**

1. Call to Order: The December 11, 2023 action meeting of the Montgomery Township Board of Supervisors was held at the Montgomery Township Municipal Building, 1001 Stump Road, Montgomeryville, PA. Chairwoman Candyce Fluehr Chimera called the meeting to order at 7:00 p.m.

IN ATTENDANCE:

Chair Candyce Fluehr Chimera
Vice Chair Annette M. Long
Supervisor Tanya C. Bamford
Supervisor Beth A. Staab
Supervisor Audrey R. Ware
Township Solicitor Sean Kilkenny, Esq.
Township Manager Carolyn McCreary

ALSO IN ATTENDANCE:

Police Chief J. Scott Bendig
Fire Chief Bill Wiegman
Director of Finance Brian Shapiro
Director of Public Works Greg Reiff
Director of Rec & Community Ctr. Floyd Shaffer
Director of Planning & Zoning Marianne McConnell
Director of IT Richard Grier
Public Information Coordinator Derek Muller
Recording Secretary Deborah Rivas

2. & 3. Pledge of Allegiance and Announcements: Following the Pledge of Allegiance, Ms. Chimera made the following announcements:

- Lt. Patty Simons Food Drive is running from now through December 13th.
- The Montgomery County Winter Coat Drive is running from now through December 29th.
- The Montgomery Township Toy Drive is accepting NEW toys for children of all ages through Friday, December 15th.

4. Public Comment: Ms. Chimera asked for public comment from the audience and there was none.

5. Announcement of Executive Session – Township Solicitor Sean Kilkenny, Esquire, announced that the Board of Supervisors met in Executive Session at 6:30 p.m. in the Township building earlier this evening to discuss one personnel matter. Mr. Kilkenny stated that the topic discussed is a legitimate subject of an Executive Session under the Commonwealth of Pennsylvania's Sunshine Law.

6. Consent Agenda:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford, and unanimously carried (5-0), the minutes of the November 27, 2023 Board meeting, the ratification of the November 27 bills list, the payment of bills for December 11, 2023 and Escrow Release #7 for Westrum Montgomeryville were approved as submitted.

7. Swearing-In of New Recruit Police Officer: Chief Bendig reported a vacancy within the department due to a resignation. A recruit testing process was initiated, with thirty-two applications received. Chief Bendig introduced the top candidate, Mickey Giordano, to be

considered for appointment to the position of Recruit Police Officer. Ms. Chimera administered the oath of office to Mr. Giordano.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long and unanimously carried (5-0), the Board appointed Mickey Giordano to the position of Recruit Police Officer in the Montgomery Township Police Department, effective October 18, 2023.

8. Public Hearing: Conditional Use – Harry Hassan / The Village, 511-521 Stump Road – Ms. Chimera opened the public hearing at 7:12 p.m. Notes of testimony were taken by Court Reporter Tim Kurek. Carl Weiner, Esquire, represented the applicant, Harry Hassan, who is proposing to renovate the current shopping center with a mixed-use complex, including the conversion of the second floors of the existing office/retail buildings (buildings 1 and 2) into 22 apartments. The applicant also proposes a new 3,600 sf medical office building (building 4) with 3 apartments on the second floor. Non-residential uses are proposed on the first floors of these buildings. No renovations are proposed for the existing restaurant (building 3). The site fronts on Stump Road and is surrounded by residential uses with industrial uses across the street. Expert witnesses were Andrew Randazzo, Architect and Harry Hassan, applicant. Township Solicitor Sean Kilkenny, Esquire, introduced the Township exhibits into the record. Township staff, consultants, and the County have had the opportunity to review the details of the proposed plan and the corresponding review letters are in the packet. Earlier in the day a concern was raised regarding sewer capacity. Ms. Bamford expressed concerns regarding the affordability of the apartments. Under public comment, Craig Liska of 210 Orchard Drive stated he was concerned about construction after hours. Ms. McConnell stated that the current quiet hours in the Township are 11pm to 6am. Mr. Hassan indicated that some work would need to be done after normal work hours so as to not disturb the businesses during the day, but the majority of that work would be inside the buildings. The new building construction would not go past 7pm per Mr. Hassan. Amy Biemiller of 114 Henning Drive expressed her concerns about parking. She stated that with the businesses and restaurant there right now, the parking lot can become full. Cheryl Davis of 224 Red Haven Drive asked if there were any plans to revitalize the shopping center. The hearing closed at 7:56 p.m.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long, and unanimously carried (5-0), the Board approved the Conditional Use Application for a mixed-use complex to be constructed on the property at 511-521 Stump Road, along with the following conditions discussed and placed on the approval, including hours of construction restricted to 7:00 pm, sidewalk connectivity, sewer capacity, and fire safety, pursuant to the exhibits and conditions presented and agreed to at the hearing by the witnesses, and that the applicant comply with all applicable laws and ordinances of the state, local and federal government.

Planning and Zoning:

7. Review Zoning Hearing Board Application: Ms. McConnell identified the pending hearing application that was received for the January 3, 2024 Zoning Hearing Board meeting.

Application 23120001 is for Montgomeryville Investors LLC at 769 Bethlehem Pike for a Special Exception for the proposed drive-through signage.

Board consensus was not to enter an appearance for the application, allowing the Zoning Hearing Board to render a decision based on the testimony presented.

Public Works:

10. Award of Contract for Traffic Signal Modernization at Cowpath Road and Five Points Plaza – Ms. McCreary reported that two bids were received, ranging from \$269,401.70 to \$279,054.75 and Township Engineer Gilmore & Associates is recommending the award of the bid to Lenni Electric Corporation, the lowest responsible bidder with a bid of \$269,401.70.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long, and unanimously carried (5-0), the Board awarded the contract for the Traffic Signal Modernization at Cowpath Road and Five Points Plaza to Lenni Electric Corporation, the lowest responsible bidder, in the amount of \$269,401.70 per the recommendation of Gilmore & Associates, Township Engineer.

Administration and Finance:

11. Affirm Criteria for Qualified Active Member Status and Authorize Resolution 2023-18, Setting the Volunteer Firefighter Stipend for 2023: Mr. Shapiro reported that the Township approved the First Responder Recruitment and Retention Stipend on April 13, 2020, to incentivize volunteer first responders for their service. The Township must acknowledge the fire company's written criteria for determining Qualified Active Member Service and adopt a resolution setting the stipend for 2023.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long and unanimously carried (5-0), the Board affirmed the FDMT criteria for determining Qualified Active Member status and authorized Resolution 2023-18, setting the Volunteer Firefighter Stipend for 2023 at \$500 per Qualified Active Member.

12. Establish Real Estate Tax Millage for 2024: Ms. McCreary reported that the Board of Supervisors approved the preliminary budget at the public meeting on November 13, 2023. The budget was then made available for public inspection at the Township building and on the homepage of the Township website. After further discussion at the November 27th public meeting, the Board approved a real estate tax increase of .45 mills to replenish the Capital Reserves Fund and provide a revenue stream for future capital projects and purchases.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Ware and unanimously carried (5-0), the Board adopted Resolution 2023-19, establishing the real estate tax millage for 2024 at 2.94 mills.

13. Adoption of the 2024 Budget: Ms. McCreary reported that the Township Department Heads drafted operating budgets which were reviewed by the Finance Director and Township Manager. The proposed capital expenditures and the proposed operating budgets were presented by Department and discussed with the Board of Supervisors at the public worksession held on October 27th.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford and unanimously carried (5-0), the Board adopted the 2024 budget for all funds with expenditures totaling \$29,052,250.

14. Adoption of General Fund, Fund Balance Policy: Mr. Shapiro reported that the Government Finance Officers Association (GFOA) recommends that all municipal entities adopt a policy regarding the amount of fund balance in the General Fund. Appropriate fund balance protects a municipality from risks, such as revenue shortfalls. Fund balance also ensures that a municipality can respond quickly to extreme events. A fund balance policy describes how much a municipality will try to retain in its reserves. Staff recommended a fund balance policy be approved with a minimum of 20% and maximum of 25% of budgeted expenses for the General Fund.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long and unanimously carried (5-0), the Board adopted the General Fund, Fund Balance Policy as presented.

15. Approval of 2022 General Fund Surplus Fund Balance Transfer: Mr. Shapiro reported that during 2022, the General Fund Balance increased from \$4.8 to \$7.1M. The Township's Fund Balance Policy is to retain a Fund Balance of between 20-25% of its General Fund Operating expenses for the next year. Staff is recommending that \$3.3 million of the General Fund Surplus balance be transferred to the Capital Reserve Fund.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long and unanimously carried (5-0), the Board approved the transfer of \$3.3 million in the General Fund Balance to the Capital Reserve Fund.

16. Ratification of Terms for the Police Collective Bargaining Agreement: Ms. McCreary reported that meetings have been held with the Police Officers' Collective Bargaining Unit (CBU) over the last few months to discuss proposals for a new collective bargaining agreement. The current contract expires on 12/31/23. The CBU representative has confirmed that they have agreed to the negotiated terms. The new agreement is for four (4) years and will be executed by the CBU and the Township after their respective reviews and review by labor counsel. The changes have been incorporated into the 2024 budget.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long and unanimously carried (5-0), the Board approved the terms of the collective bargaining agreement with the Montgomery Township Police Officers Collective Bargaining Unit effective January 1, 2024, through December 31, 2027.

17. Approve Montgomery Township Municipal Sewer Authority (MTMSA) 2024 Budget:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford and unanimously carried (5-0), the Board approved the MTMSA budget for the fiscal year 2024.

18. Approve Montgomery Township Municipal Sewer Authority (MTMSA) 2023 Tapping Fee Agreements:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford and unanimously carried (5-0), the Board confirmed that they have reviewed and approved the MTMSA tapping fee agreements as presented.

19. Award of Bids for Municibid Online Surplus Asset Sale: Mr. Shapiro reported that the bids for the authorized sale of Township surplus assets through online auction Municibid have been completed and tabulated. The Township will receive \$9,640 for the sale of surplus assets.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long and unanimously carried (5-0), the Board authorized the sale of the following equipment:

Listing ID	Winning Bid	Title	Highest Bidder
		Cisco 2500 Series WLC and 9 Aironet 3700	
61687981	\$ 55.00	Wireless Access	Raymond Scott
61162163	\$ 400.00	Panasonic Toughbook CF-53 Computers	Darren Farmer
		2016 Chevy Tahoe VIN	
60289117	\$ 8,900.00	1GNSKDEC5GR283215	Robert Greer
61018802	\$ 26.00	Filing Cabinets	Steve Carlow
61162714	\$ 101.00	Panasonic Toughbook CF-29 Computers	Darren Farmer
61071353	\$ 53.00	Motorola Astro XTL5000 Mobile Radios	Tim MacDonald
61070127	\$ 50.00	Panasonic Arbitrator DVR's and more!	Tim MacDonald
61071068	\$ 110.00	Elsag Plate Hunter M6 Mobile ALPR system	Tim MacDonald

Old Business: None.

New Business: None.

20. Adjournment: Upon motion by Ms. Chimera and seconded by Ms. Bamford, the meeting was adjourned at 8:17 p.m.

Respectfully submitted,

Deborah A. Rivas, Recording Secretary



Montgomery Township, PA

Check Report

By Check Number

Date Range: 12/12/2023 - 12/28/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOL AP-APBNK						
03214591	Kimball Midwest	12/12/2023	Regular	0.00	287.61	97001
03214615	P.C. Curry	12/12/2023	Regular	0.00	7,845.00	97002
100001721	Patricia A. Gallagher	12/12/2023	Regular	0.00	395.98	97003
MT000167	Amazon.com Services, Inc	12/13/2023	Regular	0.00	111.57	97004
03214568	Fulton Cardmember Services	12/13/2023	Regular	0.00	879.43	97005
100002180	Minuteman Press	12/13/2023	Regular	0.00	346.61	97006
00000397	PECO Energy	12/13/2023	Regular	0.00	1,239.79	97007
100000701	Staples Business Credit	12/13/2023	Regular	0.00	66.92	97008
MT000046	Adam J. Morrow	12/14/2023	Regular	0.00	150.00	97009
MT000050	Adam Zwislewski	12/14/2023	Regular	0.00	140.00	97010
MT000167	Amazon.com Services, Inc	12/14/2023	Regular	0.00	58.89	97011
MT000169	Amber Charcuterie & Co LLC	12/14/2023	Regular	0.00	302.56	97012
MT000229	Andrew Weiner	12/14/2023	Regular	0.00	200.00	97013
MT000233	Angel G. Mejias	12/14/2023	Regular	0.00	500.00	97014
MT000269	Anthony Zirpoli	12/14/2023	Regular	0.00	50.00	97015
MT000466	Brandi Blusiewicz	12/14/2023	Regular	0.00	150.00	97016
MT000468	Brandon Uzdzienski	12/14/2023	Regular	0.00	100.00	97017
MT000484	Brian Graber	12/14/2023	Regular	0.00	300.00	97018
MT000579	Carl F. Herr	12/14/2023	Regular	0.00	150.00	97019
MT000584	Carlos A. Gonzalez Jr	12/14/2023	Regular	0.00	100.00	97020
MT001313	Frank J. Blusiewicz Jr	12/14/2023	Regular	0.00	150.00	97021
MT001844	John Bereschak	12/14/2023	Regular	0.00	100.00	97022
MT001856	John H. Mogensen	12/14/2023	Regular	0.00	100.00	97023
100001661	Kyle W. Stump	12/14/2023	Regular	0.00	100.00	97024
100002121	Lauren K Maxwell	12/14/2023	Regular	0.00	100.00	97025
100002165	Luke Kirchner	12/14/2023	Regular	0.00	50.00	97026
100002177	Michael Bean	12/14/2023	Regular	0.00	150.00	97027
100001926	Michael J. Kunzig	12/14/2023	Regular	0.00	100.00	97028
100000885	Michael Shearer	12/14/2023	Regular	0.00	100.00	97029
100002199	Patrick Kerr	12/14/2023	Regular	0.00	100.00	97030
00000009	Petty Cash	12/14/2023	Regular	0.00	126.68	97031
100000886	Rachel Brick	12/14/2023	Regular	0.00	50.00	97032
100001010	Rachel Gibson	12/14/2023	Regular	0.00	300.00	97033
100002129	Robert H. Grunmeier II	12/14/2023	Regular	0.00	100.00	97034
01207	Ryan Irvin	12/14/2023	Regular	0.00	150.00	97035
00000041	Scott Stutzman	12/14/2023	Regular	0.00	150.00	97036
100000701	Staples Business Credit	12/14/2023	Regular	0.00	54.46	97037
100000408	Vault Health	12/14/2023	Regular	0.00	127.80	97038
100000854	Vinay P. Setty	12/14/2023	Regular	0.00	680.00	97039
100000891	Vincent Zirpoli	12/14/2023	Regular	0.00	210.00	97040
100001888	William Tuttle	12/14/2023	Regular	0.00	50.00	97041
MT0000006	21st Century Media Newspapers LLC	12/14/2023	Regular	0.00	707.12	97042
MT000559	Campbell Supply Company	12/14/2023	Regular	0.00	1,899.98	97043
MT001545	Horsham Car Wash	12/14/2023	Regular	0.00	180.00	97044
100001254	Kilcoyne & Kelm, LLC	12/14/2023	Regular	0.00	4,273.75	97045
00000324	Moyer Indoor / Outdoor	12/14/2023	Regular	0.00	147.75	97046
00000958	Our Towne Catering	12/14/2023	Regular	0.00	1,446.75	97047
100001657	United States Police Canine	12/14/2023	Regular	0.00	200.00	97048
MT0000006	21st Century Media Newspapers LLC	12/21/2023	Regular	0.00	77.98	97049
MT0000040	Acme Uniforms For Industry	12/21/2023	Regular	0.00	201.39	97050
MT0000045	Adam Deussing	12/21/2023	Regular	0.00	803.24	97051
MT0000075	Airgas, Inc.	12/21/2023	Regular	0.00	380.43	97052
MT000167	Amazon.com Services, Inc	12/21/2023	Regular	0.00	1,436.41	97053
MT000279	Aramco, Inc.	12/21/2023	Regular	0.00	597.71	97054

Check Report

Date Range: 12/12/2023 - 12/28/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT000342	B Safe Inc.	12/21/2023	Regular	0.00	277.50	97055
MT000510	Britton Industries, Inc.	12/21/2023	Regular	0.00	1,817.12	97056
MT000632	CDW Government, Inc.	12/21/2023	Regular	0.00	7,237.50	97057
MT000787	Comcast	12/21/2023	Regular	0.00	276.47	97058
00000335	Comcast Corporation	12/21/2023	Regular	0.00	1,519.09	97059
MT000794	Commonwealth of PA - USTIF	12/21/2023	Regular	0.00	165.00	97060
MT001073	DVMMA Delaware Valley Municipal	12/21/2023	Regular	0.00	190.00	97061
MT001074	DVPLT Delaware Valley Property &	12/21/2023	Regular	0.00	2,500.00	97062
MT001092	Eagle Power Turf & Tractor, Inc	12/21/2023	Regular	0.00	393.98	97063
MT001260	FedEx Office	12/21/2023	Regular	0.00	10.00	97064
00000198	Glasgow, Inc.	12/21/2023	Regular	0.00	3,775.00	97065
MT001539	Home Depot Credit Services	12/21/2023	Regular	0.00	75.73	97066
MT001832	Joe Dodman	12/21/2023	Regular	0.00	58.00	97067
100002042	Kenco Hydraulics	12/21/2023	Regular	0.00	4,719.50	97068
100001592	Kilkenny Law, LLC	12/21/2023	Regular	0.00	5,032.50	97069
00001706	Lowe's Companies Inc.	12/21/2023	Regular	0.00	52.50	97070
100000188	MJ Earl	12/21/2023	Regular	0.00	538.10	97071
PAYR-IAFF	Montgomery Township Professional	12/21/2023	Regular	0.00	276.20	97072
00000399	PECO Energy	12/21/2023	Regular	0.00	64.83	97073
100000754	Petroleum Traders Corp.	12/21/2023	Regular	0.00	2,397.25	97074
00000945	Pipersville Garden Center, Inc.	12/21/2023	Regular	0.00	305.84	97075
00906102	Ready Refresh	12/21/2023	Regular	0.00	88.54	97076
00000430	Rem-Ark Alloys, Inc.	12/21/2023	Regular	0.00	83.76	97077
100000044	Safeguard Business Systems	12/21/2023	Regular	0.00	528.90	97078
00000467	Snap-On Industrial	12/21/2023	Regular	0.00	1,383.36	97079
00001656	Sosmetal Products Inc.	12/21/2023	Regular	0.00	46.75	97080
00001394	Standard Insurance Company	12/21/2023	Regular	0.00	8,737.47	97081
100000701	Staples Business Credit	12/21/2023	Regular	0.00	537.40	97082
00001200	Synatek	12/21/2023	Regular	0.00	4,635.00	97083
100002017	TD Card Services	12/21/2023	Regular	0.00	5,124.02	97084
00661122	Tees With a Purpose	12/21/2023	Regular	0.00	158.00	97085
00000327	U.S. Municipal Supply Inc.	12/21/2023	Regular	0.00	2,571.43	97086
00000040	Verizon	12/21/2023	Regular	0.00	289.00	97087
00001329	Weldon Auto Parts	12/21/2023	Regular	0.00	227.40	97088
MT000025	A.B. Martin Roofing Supply, LLC	12/28/2023	Regular	0.00	2,402.37	97089
MT000040	Acme Uniforms For Industry	12/28/2023	Regular	0.00	206.76	97090
MT000167	Amazon.com Services, Inc	12/28/2023	Regular	0.00	4,607.07	97091
MT000279	Aramco, Inc.	12/28/2023	Regular	0.00	463.45	97092
MT000319	Associated Truck Parts	12/28/2023	Regular	0.00	873.44	97093
MT000342	B Safe Inc.	12/28/2023	Regular	0.00	60.00	97094
MT000503	Bridge Global Services	12/28/2023	Regular	0.00	4,232.00	97095
MT000510	Britton Industries, Inc.	12/28/2023	Regular	0.00	602.05	97096
MT000566	Canon Financial Services, Inc	12/28/2023	Regular	0.00	2,529.30	97097
MT000632	CDW Government, Inc.	12/28/2023	Regular	0.00	105.30	97098
MT000787	Comcast	12/28/2023	Regular	0.00	1,081.37	97099
MT006705	Dane & Son Construction	12/28/2023	Regular	0.00	76,841.78	97100
MT000921	David H. Lightkep, Inc.	12/28/2023	Regular	0.00	519.00	97101
MT000939	Davidheiser's Inc.	12/28/2023	Regular	0.00	350.00	97102
00000118	Del-Val International Trucks, Inc.	12/28/2023	Regular	0.00	489.84	97103
MT001027	DJB Specialties, Inc.	12/28/2023	Regular	0.00	473.68	97104
MT001030	Dog Town	12/28/2023	Regular	0.00	374.97	97105
MT001092	Eagle Power Turf & Tractor, Inc	12/28/2023	Regular	0.00	247.53	97106
MT001154	Elite 3 Facilities Maintenance, LLC	12/28/2023	Regular	0.00	4,350.00	97107
MT001214	Established Traffic Control	12/28/2023	Regular	0.00	130.00	97108
MT001344	Galeton Gloves	12/28/2023	Regular	0.00	69.95	97109
00000193	George Allen Portable Toilets, Inc.	12/28/2023	Regular	0.00	944.00	97110
MT001407	Global Industrial	12/28/2023	Regular	0.00	548.86	97111
MT001419	Google Inc.	12/28/2023	Regular	0.00	18.00	97112
MT001423	Gouldley Welding & Fabrications, Inc	12/28/2023	Regular	0.00	450.00	97113
MT001430	Granturk Equipment Co., Inc.	12/28/2023	Regular	0.00	310.57	97114
MT001464	Hajoca Corporation	12/28/2023	Regular	0.00	39.85	97115

Check Report

Date Range: 12/12/2023 - 12/28/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT001539	Home Depot Credit Services	12/28/2023	Regular	0.00	533.52	97116
MT001599	Interstate Battery Systems	12/28/2023	Regular	0.00	30.90	97117
MT001835	Joedy Johnson	12/28/2023	Regular	0.00	80.00	97118
01224	Lauren Moser	12/28/2023	Regular	0.00	30.00	97119
00001706	Lowe's Companies Inc.	12/28/2023	Regular	0.00	1,083.67	97120
100000188	MJ Earl	12/28/2023	Regular	0.00	292.30	97121
100002212	Nicholas Plach	12/28/2023	Regular	0.00	80.00	97122
00905070	North Wales Library	12/28/2023	Regular	0.00	390.00	97123
01182	Otto A. Gaylord	12/28/2023	Regular	0.00	80.00	97124
01219	Patricia Fitzer	12/28/2023	Regular	0.00	120.00	97125
100002003	Patriot Workwear	12/28/2023	Regular	0.00	6,949.00	97126
00000726	Penn-Holo Sales & Services	12/28/2023	Regular	0.00	894.83	97127
00001358	Pennsylvania Recreation and Park	12/28/2023	Regular	0.00	500.00	97128
100001258	PERF	12/28/2023	Regular	0.00	220.00	97129
100000755	Petroleum Traders Corp.	12/28/2023	Regular	0.00	3,913.70	97130
100000754	Petroleum Traders Corp.	12/28/2023	Regular	0.00	2,914.23	97131
100000932	Positive Concepts/ATPI	12/28/2023	Regular	0.00	491.08	97132
01158	Quill	12/28/2023	Regular	0.00	88.95	97133
00000436	Ray Allen Manufacturing Co Inc	12/28/2023	Regular	0.00	361.97	97134
00906102	Ready Refresh	12/28/2023	Regular	0.00	48.49	97135
00000430	Rem-Ark Alloys, Inc.	12/28/2023	Regular	0.00	179.96	97136
100000780	Rhythm Engineering	12/28/2023	Regular	0.00	600.00	97137
01223	Richter Drafting & Office Supply Co. Inc	12/28/2023	Regular	0.00	153.03	97138
100001218	Robert Decker Enterprises, Inc.	12/28/2023	Regular	0.00	2,640.00	97139
00000969	Safety-Kleen Systems, Inc.	12/28/2023	Regular	0.00	218.78	97140
100001591	Scott Young	12/28/2023	Regular	0.00	1,955.39	97141
00000465	Shapiro Fire Protection Company	12/28/2023	Regular	0.00	193.98	97142
100000411	Spencer D. Borine	12/28/2023	Regular	0.00	180.00	97143
100000701	Staples Business Credit	12/28/2023	Regular	0.00	66.92	97144
100001749	Strategic Investigative Resources	12/28/2023	Regular	0.00	800.00	97145
100002215	Telford Veterinary Hospital	12/28/2023	Regular	0.00	159.50	97146
00000543	Tractor Supply Credit Plan	12/28/2023	Regular	0.00	1,212.96	97147
00000506	Trans Union LLC	12/28/2023	Regular	0.00	159.87	97148
100000210	Unifirst	12/28/2023	Regular	0.00	79.10	97149
00001329	Weldon Auto Parts	12/28/2023	Regular	0.00	33.33	97150
MT006700	Whitney Depew	12/28/2023	Regular	0.00	35.00	97151
PAYR-PBA	Police Benevolent Association	12/21/2023	Bank Draft	0.00	1,396.00	DFT0000131
PAYR-POL PEN	U.S. Bank	12/21/2023	Bank Draft	0.00	7,772.74	DFT0000132
PAYR-PA SCDU	PA SCDU	12/21/2023	Bank Draft	0.00	530.77	DFT0000133
PAYR-401	Empower Retirement	12/21/2023	Bank Draft	0.00	17,447.53	DFT0000134
PAYR-457	Empower Retirement	12/21/2023	Bank Draft	0.00	17,651.32	DFT0000135
PAYR-PHILA	City of Philadelphia	12/21/2023	Bank Draft	0.00	275.60	DFT0000136
PAYR-SITW	State of Pennsylvania	12/21/2023	Bank Draft	0.00	10,355.38	DFT0000137

Bank Code POOL AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	236	151	0.00	215,960.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	55,429.34
EFT's	0	0	0.00	0.00
	243	158	0.00	271,389.89

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	236	151	0.00	215,960.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	55,429.34
EFT's	0	0	0.00	0.00
	243	158	0.00	271,389.89

Fund Summary

Fund	Name	Period	Amount
99	Claim on Pooled Cash	12/2023	271,389.89
			271,389.89

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #05c

SUBJECT:	Escrow Release and Start of Maintenance – 113 Magdalena Lane
MEETING DATE:	January 2, 2024
BOARD LIAISON:	Chairwoman
INITIATED BY:	Marianne McConnell, Director of Planning and Zoning

BACKGROUND:

Attached is an escrow release and start of maintenance requested by Kyle & Jenna Fry/John Garis Homes, Inc. for 113 Magdalena Lane, as recommended by the Township Engineer.

The original amount of the escrow was \$31,022.64. The release of the improvement security is contingent upon the applicant providing maintenance security in the amount of \$4,230.36.

MOTION/RESOLUTION:

Motion to authorize as part of the consent agenda



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

November 30, 2023

File No. 2016-05032.02

Marianne McConnell, Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

Reference: 113 Magdalena Lane - M-22-128
As-Built Plan Review and Escrow Release 1 – Start of Maintenance Period

Dear Marianne:

We have received and reviewed the as-built plan prepared for this lot by Irick Eberhardt & Mientus, Inc., last revised October 30, 2023 and have it to be acceptable.

We have also received and reviewed the Request for Escrow Release for the project referenced above. This letter is to certify that the improvements identified in the enclosure in the amount of \$31,022.64 have been completed. Please find enclosed a copy of our escrow calculations and the application for release of funds for your use.

We recommend that release of the improvement security be contingent upon the applicant providing maintenance security in the amount of \$4,230.36 be provided to the satisfaction of the Township.

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

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

Sincerely,

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

JPD/sl

Enclosure: as referenced

cc: Carolyn McCreary, Township Manager
Mary Gambino - Project Development Coordinator
John Garis - John Garis Homes
Estelle T. Eberhardt, P.E. - Irick, Eberhardt & Mientus Inc.
Melissa A. Bottiger, P.E. - Irick, Eberhardt & Mientus, Inc.
Valerie Liggett, R.L.A., ASLA, ISA Certified Arborist, Senior Landscape Architect

RELEASE OF ESCROW FORM

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

Date: 10/31/2023

Development: 113 Magdalena Lane - M-22-128

G&A Project #: 2016-05032.02

Release #: 1

Dear Mr. Dougherty:

This is an escrow release request in the amount of \$31,022.64. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.

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

Date: 11/30/2023

Dear Ms. McCreary

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$31,022.64 be released. These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.



11/30/2023

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

Resolution # _____

WHEREAS, a request for release of escrow was received from Kyle & Jenna Fry/John Garis Homes, Inc. for 113 Magdalena Lane - M-22-128, in the amount of \$31,022.64, on the representation that work set forth in the Land Development Agreement to the extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$31,022.64; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$31,022.64; in accordance with the developer's request, and the officers of the Township are authorized to take the necessary action to obtain release of said sum contingent upon payment of any and all outstanding bills. BE IT FURTHER RESOLVED that Township records indicate that escrow has been deposited via 0 with Montgomery Township in total sum of \$31,022.64 pursuant to a signed Land Development Agreement and that \$0.00 has previously been released from escrow. Therefore, the action of the Board releasing said sum leaves a new balance of \$0.00 in escrow.

MOTION BY: _____

VOTE: _____

SECOND BY: _____

DATED: _____

RELEASED BY: _____

Department Director



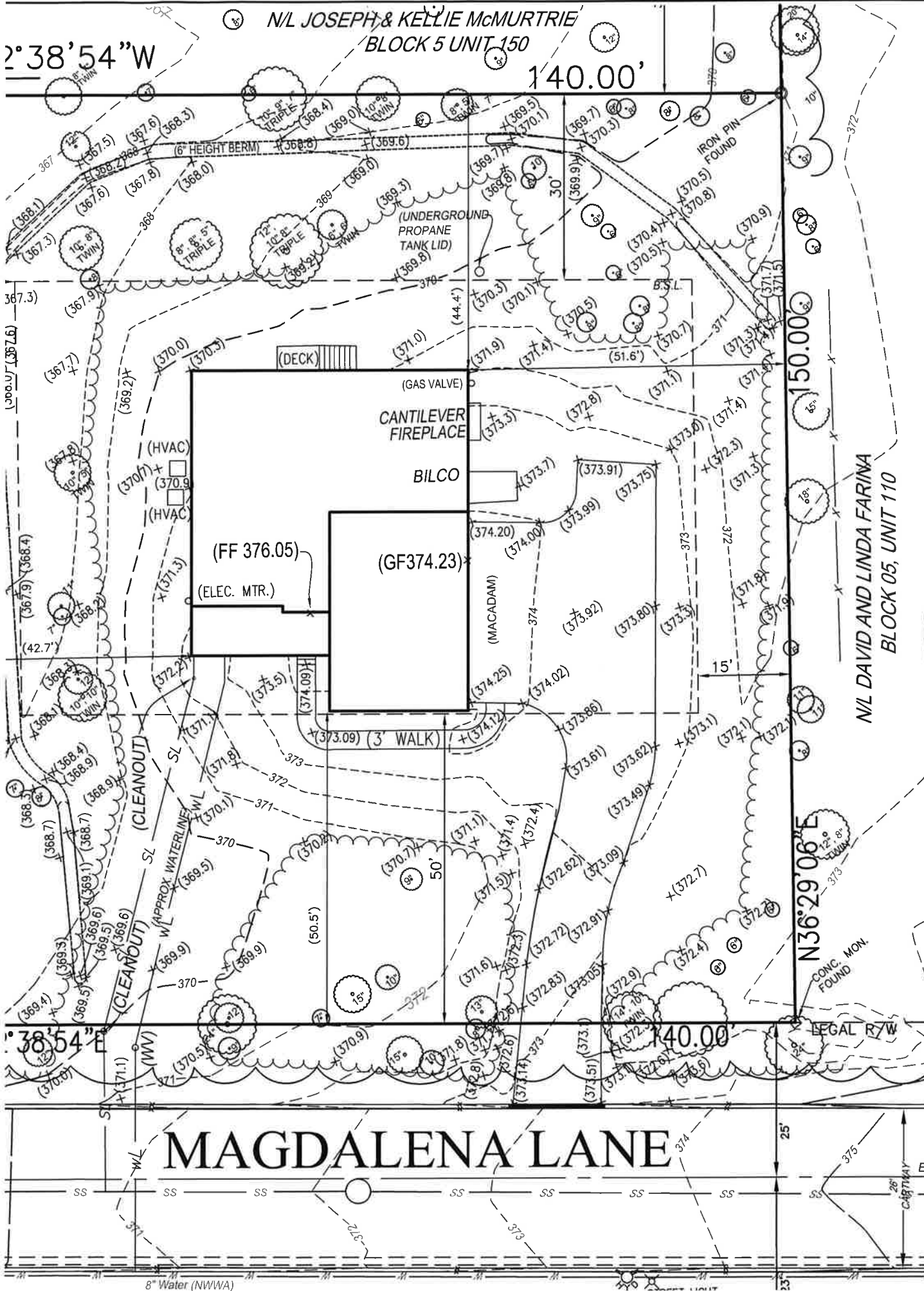
GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

PROJECT NAME: 113 Magdalena Lane
DEVELOPER: Kyle & Jenna Fry/John Garis Homes, Inc.
ESCROW AGENT:
TYPE OF SECURITY: TOTAL ENG/INSP/LEGAL (CASH ESCROW): \$ 5,000.00
TOTAL ADMINISTRATION (CASH ESCROW): \$ 2,500.00
MAINTENANCE BOND AMOUNT (15%): \$ 4,230.36

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS	
		CURRENT	PRIOR
CONSTRUCTION	\$28,202.40	\$ 28,202.40	\$ -
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yy = \$0.00)	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 2,820.24	\$ 2,820.24	\$ -
TOTAL	\$ 31,022.64	\$ 31,022.64	\$ -

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL (inc QT)
					QTY	COST	QTY	COST	
A. AS BUILT	LS	1	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00		\$ -	
1. As-Built Plans									
B. EROSION CONTROL									
1. Construction Entrance	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ -	
2. Stockpile incl temp seeding & silt fence	CY	1	\$ 500.00	\$ 500.00	1.00	\$ 500.00		\$ -	
3. 12" CFS	CY	243	\$ 2.60	\$ 631.80	243.00	\$ 631.80		\$ -	2
4. Tree Protection Fence	SY	607	\$ 1.50	\$ 910.50	607.00	\$ 910.50		\$ -	6
C. MISCELLANEOUS									
1. Water Lateral (from Corp Stop)	LF	64	\$ 35.00	\$ 2,240.00	64.00	\$ 2,240.00		\$ -	
2. Sanitary Lateral (incl 6" PVC sleeve)(from test tee)	LS	64	\$ 35.00	\$ 2,240.00	64.00	\$ 2,240.00		\$ -	
3. Driveway (2" ID-2 / 6" 2A)	SY	195	\$ 35.00	\$ 6,825.00	195.00	\$ 6,825.00		\$ -	1
4. House Walk	SF	141	\$ 10.00	\$ 1,410.00	141.00	\$ 1,410.00		\$ -	1
6. Install Depressed Curb & patch paving	LF	20	\$ 20.00	\$ 400.00	20.00	\$ 400.00		\$ -	
7. Fine Grading & permanent seeding	LS	1	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00		\$ -	
8. Retentive Berm	LS	1	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00		\$ -	
D. LANDSCAPING									
Softening Shrub									
1. Arrowwood Viburnum (VD)	(30" ht. min.) EA	9	\$ 90.00	\$ 810.00	9.00	\$ 810.00		\$ -	
2. Redosier Dogwood (CS)	(30" ht. min.) EA	12	\$ 90.00	\$ 1,080.00	12.00	\$ 1,080.00		\$ -	
3. American Cranberry Viburnum (VT)	(30" ht. min.) EA	15	\$ 90.00	\$ 1,350.00	15.00	\$ 1,350.00		\$ -	
Replacement Tree									
4. Red Maple (AR)	(3" cal. min.) EA	2	\$ 600.00	\$ 1,200.00	2.00	\$ 1,200.00		\$ -	
E. ROAD									
1. Sawcut	LF	52	\$ 2.50	\$ 130.00	52.00	\$ 130.00		\$ -	
2. Joint seal	LF	52	\$ 0.50	\$ 26.00	52.00	\$ 26.00		\$ -	
3. Temp Paving	SY	6	\$ 20.00	\$ 120.00	6.00	\$ 120.00		\$ -	
4. Perm Paving	SY	12	\$ 85.00	\$ 1,020.00	12.00	\$ 1,020.00		\$ -	
5. Backfill (2A modified full depth)	TN	1	\$ 18.20	\$ 9.10	0.50	\$ 9.10		\$ -	
6. Traffic Control	LS	1	\$ 800.00	\$ 800.00	1.00	\$ 800.00		\$ -	
Q. ANNUAL CONSTRUCTION COST INCREASE PER PA MPC \$509(h)									
1. 10% Annual Construction Cost Increase	LS	1	\$ -	\$ -	1.00	\$ -		\$ -	
(Balance as of mm/dd/yy - \$0.00)									
R. CONTINGENCY									
1. 10% Contingency	LS	1	\$ 2,820.24	\$ 2,820.24	1.00	\$ 2,820.24		\$ -	
(Released upon certification of completion and receipt of Maintenance Bond)									

11/30/2023



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #06

SUBJECT: Approval of the Removal of Plaque at the Korean War Memorial and American-Korean Alliance Peace Park
MEETING DATE: January 2, 2024
BOARD LIAISON:
INITIATED BY: Carolyn McCreary, Township Manager

BACKGROUND:

The Township received a communication from an individual questioning the installation of a plaque on the rear of a granite monument which appears to have been placed without the Township's knowledge or permission. This individual stated he was made aware of this and visited the site to confirm the plaque's presence before contacting the Township Manager.

RECOMMENDATION:

Based on the advice of the Solicitor's office, staff is seeking formal Board action on this matter.

MOTION/RESOLUTION:

Motion to approve the removal of the plaque installed at the Korean War Memorial and American Alliance Peace Park recognizing Master Bong Pil Yang.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.

LICENSE AND SECURITY AGREEMENT

This License and Security Agreement ("**Agreement**") is made this 12TH day of AUGUST, 2019, ("**Effective Date**") by and between **MONTGOMERY TOWNSHIP** (the "**Township**" or "**Licensors**"), and **THE KOREAN WAR MEMORIAL AMERICA-KOREA ALLIANCE PEACE PARK, INC.** (the "**Memorial Alliance**" or "**Licensee**").

Background

A. Township is the owner of a certain 26.98 acre property known as Memorial Grove Park located at 1120 Kenas Road, Montgomery Township, further identified as tax parcel no. 46-00-01093-32-8 (the "**Park**" or "**Premises**").

B. The Memorial Alliance desires to enter the Park for the purposes of installing and maintaining a memorial and cultural exchange monument and associated 10 foot wide asphalt path (the "**Memorial Improvements**") as shown on the Korean War Memorial Conceptual Sketch attached as Exhibit "A", (the "License Exhibit Plan") at the Park, for public use and access.

C. ~~The~~ Township is willing to grant the Memorial Alliance the right to enter and use that portion of the Park that is necessary for the construction and use of the Memorial Improvements as shown on the License Exhibit Plan (the "**License Area**") for such purposes, subject to the terms and conditions set forth in this Agreement. The License Area is as shown in the License Exhibit Plan.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Township and Memorial Alliance, intending to be legally bound, agree as follows:

1. License

a. Subject to the terms and conditions of this Agreement, Township grants to Memorial Alliance and its agents, employees, representatives, advisors, consultants, professionals, contractors and subcontractors a nonexclusive, revocable, and non-assignable license, for the Term (as defined in Section 3 below), to enter the License Area for the sole purpose of installing and maintaining the Memorial Improvements for public use and access and thereafter for visiting the improvements and using them for cultural and memorial activities from time to time, subject to the requirements of the Township's Special Event permitting process, if applicable.

b. In use of its license, Memorial Alliance shall not unreasonably interfere with Township's or the public's use of the Park except as is necessary to construct and maintain the Memorial Improvements, and shall not attempt to move any property on or from the Park without the prior permission of the Township.

c. No legal title, leasehold, or other interest in the License Area or the Park or appurtenances thereto shall be deemed or construed to have been created or vested in Memorial Alliance by anything contained in this Agreement.

2. Condition of Premises

a. Memorial Alliance agrees that the exercise of its rights under this Agreement is **subject** to the **"AS IS"** condition of the License Area and the Park, including all defects latent and patent; Township makes no representation as to the condition of the License Area or the Park. Memorial Alliance agrees that any and all precautions required by Memorial Alliance for the safe exercise of its license shall be performed by Memorial Alliance at no cost to the Township. **Township disclaims any and all warranties of fitness, merchantability, and suitability for intended purpose, and habitability.**

b. Promptly following the installation of the Memorial Improvements, Memorial Alliance, at its sole cost and expense, shall cause the surface of the License Area to be restored to as near the condition as possible which existed prior to the Memorial Improvements. Memorial Alliance shall repair damages or reimburse Township for the repair of damages caused by Memorial Alliance or its agents to the License Area and/or the Park.

3. Term/Termination

a. **The** term of this Agreement shall begin on the Effective Date and shall end, unless otherwise terminated in accordance with the terms of this Agreement, upon written notice from Township to Memorial Alliance that this Agreement is terminated (the **"Term"**). Township shall have the right, upon prior written notice to the Memorial Alliance, to terminate this Agreement at any time, with or without cause, with no liability on the part of the Township to Memorial Alliance.

b. Upon termination of this Agreement, Township shall take possession and ownership of the Memorial Improvements and shall have the right, in its sole discretion, to either keep and maintain the Memorial Improvements or remove and dispose of the Memorial Improvements from the License Area.

4. Installation and Maintenance of Improvements

a. Memorial Alliance shall be solely responsible for all costs related to the Memorial Improvements including, but not limited to, the design, engineering, labor, materials, supplies, installation, and the ongoing maintenance and upkeep of the Memorial Improvements and License Area.

b. Memorial Alliance shall ensure that all work done in the License Area is done in a good and workmanlike manner in accordance with all applicable Township Code provisions and all other applicable municipal and state laws and regulations.

c. The Memorial Improvements and License Area shall not, at any time, be left in an unsafe condition. Should the Township discover any unsafe conditions within the aforesaid Memorial Improvements and/or License Area, the Township shall provide notice of such condition to the Memorial Alliance and Memorial Alliance shall take all necessary steps to immediately remediate the conditions. Should the Memorial Alliance fail or refuse to remediate any unsafe condition within 5 days of receipt of notice from the Township, Township may terminate this Agreement.

d. ~~The~~ Memorial Alliance shall provide regularly scheduled maintenance for the Memorial improvements pursuant to a schedule that shall be provided to and approved by the Township. Maintenance shall include, but not be limited to, restoration work to maintain the integrity of the Memorial Improvements, maintenance of any landscaping which are part of the Memorial Improvements and lighting, removal of any trash or litter, snow removal and graffiti removal. Should the Township discover that the Memorial Improvements have not been properly maintained, the Township shall provide notice of such condition to the Memorial Alliance and Memorial Alliance shall take all necessary steps to immediately remediate the conditions. Should the Memorial Alliance fail or refuse to remediate such condition within 30 days of receipt of notice from the Township, Township may terminate this Agreement.

5. Security for Improvements

a. Memorial Alliance agrees to post \$75,000.00 ("Security") in cash escrow with the Township to the satisfaction of the Township Solicitor to ensure the completion of the Memorial Improvements, as described above.

b. This Security shall remain in effect at all times until the Township Engineer determines that all Memorial Improvements have been completed pursuant to the License Agreement and plans, as amended. Such Security shall provide for, and secure to the public, the timely completion of the Memorial Improvements in accordance with the License Agreement, as amended and the terms of this Agreement. The Township's authority and power to draw upon the Security shall not be exhausted by the initial exercise thereof and may be exercised as often as the Township shall find it necessary.

6. License Agreement

The License Agreement shall have no legal effect nor be binding on the Township until the Security has been posted with the Township to the satisfaction of the Township Solicitor.

7. Holding and Release of Security

a. The Security shall be held by the Township until Memorial Alliance completes all Memorial Improvements set forth above in accordance with the License Agreement, as amended to the satisfaction of the Township Engineer, whereupon the Township shall release to the Memorial Alliance the Security, subject to any retainage (not to exceed 15% of the actual costs of installation of any Memorial Improvements) for

a certain period (not to exceed 18-months), as determined necessary by the Township Engineer, after completion has been certified by the Township Engineer ("Retainage"). If applicable, Memorial Alliance may incorporate the Retainage into the Project's Land Development Agreement Improvement Security, to the satisfaction of the Township Engineer and Solicitor.

b. In the event the Memorial Improvements are not completed as represented by the plans approved by the Township within 1-year of the date of this Agreement, unless such time period is extended by the Board, the Memorial Alliance agrees that the Township is entitled to all legal and equitable remedies on the guarantee or otherwise against the Memorial Alliance as provided by ordinances or statute in order that the Township shall have the necessary funds to, in the Township's discretion, complete and/or remove the improvements contemplated by the License Agreement, as amended, to the Township Engineer's approval.

c. In the event the Memorial Alliance fails to construct the Memorial Improvements in accordance with the License Agreement, as amended, and compliance with the direction of the Township Engineer, then the Township will give written notice by mail of such failure, giving Memorial Alliance 60-days to remedy the violation. If the violation is not remedied within 60-days, then the Township is authorized to cure the violation (through construction or removal) and collect all reasonable construction costs therefore directly from the Security or take whatever action it sees fit upon the Security against the Memorial Alliance to the extent of the construction or remediation costs. The time for curing the defect may be reduced from 60-days in the event of emergency situations which indicate a danger or threat to persons or destruction of real property.

f. Insurance

a. During the term of this Agreement, Licensee shall procure and maintain, at its sole cost and expense, and shall require all contractors, subcontractors, and consultants entering onto the Premises to procure and maintain, at their respective cost and expense, insurance for the Premises of the types and minimum limits of coverage specified on the attached Exhibit "C." All insurance shall be procured from reputable insurers who are acceptable to the Township and authorized to do business in the Commonwealth of Pennsylvania. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis.

b. The Township and its respective officers, employees and agents, shall be named as additional insureds on all policies required hereunder except the Workers Compensation and Employers' Liability. All such policies shall include an endorsement stating that the coverage afforded these parties as additional insureds will be primary to any other coverage available to them.

c. Copies of the endorsement evidencing the required coverage for Licensee shall be submitted to the Township, 1001 Stump Road, Montgomeryville, Pennsylvania 18936, Attention: Township Manager, on the execution date of this Agreement and at

least five (5) business days prior to the exercise of the license granted pursuant to this Agreement. Licensee shall furnish certified copies of the original policies of all insurance required under this Agreement at any time within ten (10) days after written request by the township.

d. All insurance policies shall provide for at least thirty (30) days prior written notice to be given to the Township in the event coverage is materially changed, canceled, or not renewed. At least ten (10) days prior to the expiration of each policy, Licensee shall deliver to the Township a certificate or certificates evidencing a replacement policy to become effective immediately upon the termination of the previous policy.

e. Licensee shall furnish the Township with proof that the premiums for all insurance required hereunder have been paid in full. Such proof shall be provided in writing at the time of the delivery of the certificates of insurance.

f. In the event Licensee fails to cause such insurance to be maintained, Township shall not be limited in the proof of any damages which the Township may claim against Licensee (or any other person or entity) to the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon such insurance, but the Township shall also be entitled to recover as damages for such breach the uninsured amount of any loss, damages and expenses of suit and costs, suffered or incurred during any period when Licensee shall have failed or neglected to provide insurance as required herein.

g. The insurance requirements set forth herein shall in no way be intended to modify, limit, or reduce the indemnifications made in this Agreement by Licensee to the Township or to limit Licensee's liability under this Agreement to the limits of the policies of insurance required to be maintained by Licensee hereunder.

9. Indemnification

a. For purposes of this Section 5, the term "**Township**" shall include the Montgomery Township, its officials, officers, agents, boards, departments, agencies, offices, commissions, employees, successors and assigns; and the term "**Memorial Alliance**" shall include the Memorial Alliance., its successors and assigns, officers, directors, shareholders, partners, agents, representatives, employees, invitees, contractors, and subcontractors.

b. Memorial Alliance shall indemnify, defend and hold harmless the Township from and against any and all losses, claims, suits, administrative or enforcement actions, public or private cost recovery actions, demands, liabilities, damages and/or expenses (including but not limited to reasonable attorneys' fees and litigation costs), in law or in equity, arising out of or related to Memorial Alliance's installation, monitoring and/or maintenance of the Memorial Improvements in the License Area, including but not limited to those in connection with loss of life, bodily and personal injury, or damage to property (real or personal regardless of ownership), which may be imposed upon or incurred by or

asserted against the Township by reason, in whole or in part, of (i) any act or omission of Memorial Alliance; (ii) Memorial Alliance's use of the License Area; (iii) any failure on the part of Memorial Alliance to comply with this Agreement; (iv) any violation or alleged violation by Memorial Alliance of any Applicable Law (defined below). Notwithstanding anything contained herein, but subject to provisions of Section 2(a) of this Agreement, Memorial Alliance shall not indemnify, defend, or hold harmless the Township for and against any acts of gross negligence or willful misconduct of the Indemnitees occurring during the Term of this Agreement.

c. In the event any action or proceeding is brought against the Township relating to any matter for which Memorial Alliance has indemnified Township, Memorial Alliance shall, upon written notice from Township, resist or defend such claim at Memorial Alliance's sole cost and expense (including without limitation, counsel fees, experts' fees, and court costs) by counsel approved by Township in writing, which approval shall not be unreasonably withheld, provided that no approval of counsel shall be required in each and every instance where the claim is resisted or defended by counsel of an insurance carrier obligated to so resist or defend such claim, and provided also that Township, if it so desires, engage at its sole cost and expense its own counsel to participate in the defense of any such claim. The provisions of this Section 5 shall survive the expiration or the earlier termination of this Agreement.

10. Compliance with Laws

a. Memorial Alliance shall comply with all Applicable Laws. "Applicable Law(s)" shall mean all generally applicable laws (including applicable constitutions), ordinances, charters, codes, rules, regulations, statutes, orders, and all other applicable governmental requirements. This Agreement shall not be construed to constitute an approval or permit required to be given by a Township or County department or agency under any applicable law.

b. All work performed by Memorial Alliance and Memorial Alliance's contractors, subcontractors and/or consultants, shall be carried out in a good and workmanlike manner.

11. No Assignment, Subcontracting; Binding Agreement

Memorial Alliance may not transfer, assign, or sublicense all or any part of its interest under this Agreement without written consent of Township. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. Release

a. In consideration for the License granted to Memorial Alliance under this Agreement, Memorial Alliance, for itself, its successors and assigns, officers, directors, shareholders, partners, agents, representatives, employees, invitees, contractors, and

subcontractors, and all persons claiming under or through any of them (Memorial Alliance, its successors and assigns, officers, directors, shareholders, partners, agents, employees, invitees, contractors, and subcontractors, and all persons claiming under or through any of them are collectively referred to as **"Releasors"**) hereby remise, quitclaim, release and forever discharge Township, its officials, officers, agents, boards, departments, agencies, offices, commissions, employees, successors and assigns (acting officially or otherwise), all such parties other than the Releasors are collectively referred to as **"Releasees"** or any one being a **"Releasee"**, from any and all, and all manner of, actions and causes of action, suits, claims and demands whatsoever in law or in equity which any of the Releasors may have against the Releasees, relating in any way whatsoever, directly or indirectly, to (i) this Agreement and/or the Memorial Improvements; (ii) the existence, condition, operation, use or occupancy of any part(s) of the License Area by the Releasors; or (iii) relating in any way to the exercise of any of Memorial Alliance's rights or performance of any of Memorial Alliance's obligations under this Agreement by any of the Releasors.

b. Memorial Alliance is aware of possible dangerous and hazardous conditions at, in, on, or about the License Area and Memorial Alliance hereby voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained by Memorial Alliance its agents, and all persons claiming under or through any of them, while at, in, on, or about the License Area.

13. No Indulgences

No extensions or indulgence granted to Memorial Alliance shall operate as a waiver of any of Township's rights under this Agreement. Any remedy set forth in this Agreement shall be in addition to all other remedies otherwise available at law or in equity.

14. Entire Agreement

This Agreement represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties to this Agreement. No oral representations, whenever made, by any Township official or employee, shall be effective to modify the provisions of this Agreement.

15. Survival

Any and all agreements set forth in this Agreement which, by its or their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, which shall have arisen during the term of this Agreement, shall survive any termination of this Agreement.

16. Notices

All notices from either party to the other shall be in writing and sent by United States registered or certified mail, return receipt requested, postage prepaid, or by hand delivery with receipt obtained, or by a reputable, national overnight courier service, addressed to Township at:

Montgomery Township
Attn: Township Manager
1001 Stump Road
Montgomeryville, PA 18936

With a copy to:

Frank R. Bartle, Esq.
Dischell Bartle Dooley
1800 Pennbrook Parkway
Lansdale, PA 19446

and addressed to Licensee at:

Korean War Memorial America-Korea
Alliance Peace Park Inc.
127 S. Main Street, Suite 2
North Wales, PA 19454

With a copy to: Catherine M. Harper, Esq.

Timoney Knox LLP
400 Maryland Avenue
P.O. Box 7544
Fort Washington, PA 19034-7544

17. Headings

The headings in this Agreement are for convenience only and are not a part of this Agreement. The headings do not in any way define, limit, describe, or amplify the provisions of this Agreement or the scope of intent thereof.

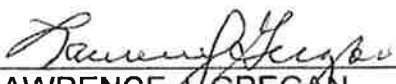
18. Governing Law

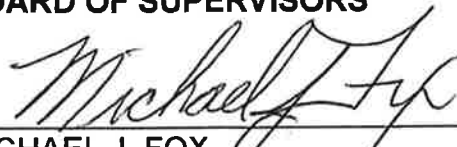
This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania. The parties to this Agreement agree to submit to the jurisdiction of the Court of Common Pleas of Montgomery County, or to the Eastern District of Pennsylvania federal courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, under seal, as of the date first above written.

Attest:


**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**


By: 
LAWRENCE J. GREHAN
Secretary/Township Manager

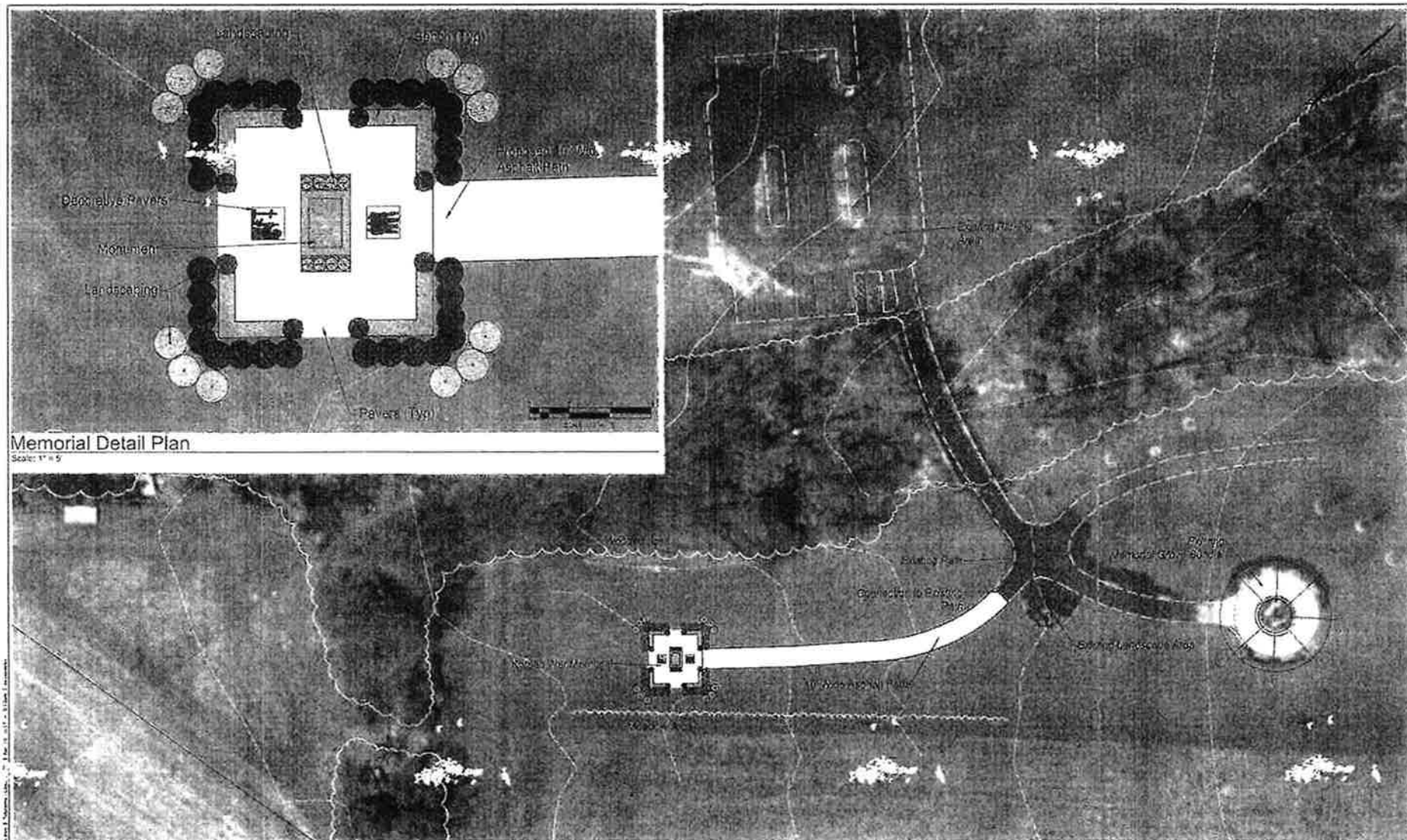
By: 
MICHAEL J. FOX
Chairman

Attest:

**THE KOREAN WAR MEMORIAL AMERICA
KOREA ALLIANCE PEACE PARK, INC.:**

By: 
Joseph Sullivan 7/26/19
Treasurer

By: 
Bong Pil Yang 7/25/19
President



Memorial Detail Plan

Scale: 1" = 5'

Korean War Memorial Conceptual Sketch

April, 2017

Job No. 167030

SCALE: 1" = 30'



Boucher & James, Inc.

EXHIBIT C

KOREAN WAR MEMORIAL AMERICAN-KOREA ALLIANCE PEACE PARK LICENSE AND SECURITY AGREEMENT

INSURANCE AND INDEMNIFICATION. Licensee agrees within five days before executing this Agreement, to furnish the Township with a Certificate of Insurance indicating that Licensee or its general contractor shall maintain in force at all times during the term of this Agreement the following policies of insurance:

Comprehensive General Liability: \$2,000,000 per occurrence Combined Single Limit Occurrence Form including (as applicable):

- Premises & Operations
- Underground, Explosion & Collapse
- Products & Completed Operations
- Contractual Liability
- Personal Injury Liability
- Broad Form Property Damage
- Independent Contractors Liability

Comprehensive Automobile Liability: \$2,000,000 per occurrence Combined Single Limit Occurrence Form including (as applicable owned)

- Non-owned automobiles; and
- Hired automobiles (including Contractual Liability)

- (a) Each insurance policy required by this Agreement shall contain the following clause:

This insurance shall not be cancelled, reduced in coverage or limits, or non-renewed until after 30-days prior written notice has been given to the Township or its representatives.

- (b) Each insurance policy required by this contract, except for the Worker's Compensation Policy, shall contain the following clauses:

Montgomery Township, its employees, agents, officials and volunteers are hereby added as additional insureds as respects the operations and activities of this Agreement.

Any insurance maintained by the Township shall apply in excess of the insurance required by this contract.

- (c) If Licensee fails to maintain the required insurance as set forth above, the Township may (at its option) obtain such insurance and forward an invoice for premium payment to Licensee, deduct the premium from the Security, refuse to release any building permits remaining, revoke any building permits already issued, or require all construction to terminate until the premium or premium-reimbursement is secured.
- (d) During the construction period, Licensee shall have the right to substitute other insurance policies, which satisfy the requirements contained herein.
- (e) Nothing under this Agreement shall be construed as limiting in any way the extent to which Licensee may be held responsible for payments of damages to persons or property resulting from Licensee's or its subcontractors' performance of the work covered under this Agreement.



KOREWAR-01

LHAGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Univest Insurance, LLC 6339 Beverly Hills Road Coopersburg, PA 18036	CONTACT Lynnette M Hager, CISR		
	PHONE (A/C, No, Ext): (610) 904-6033	FAX (A/C, No): (610) 966-1316	
	E-MAIL ADDRESS: hagerl@univest.net		
INSURED Korean War Memorial America-Korea Alliances Peace Park Inc 127 S Main Street Ste 2 North Wales, PA 19454	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United States Liability Insurance Company		25895
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		NBP1558618	8/6/2019	8/6/2020	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ Included
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ Included
							HIRED NONOWNED \$ Included
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB			CUP1561654	8/6/2019	8/6/2020	AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Montgomery Township, its employees, agents, officials and volunteers are Additional Insured as required by written contract as per form BP-145 NPP 06/10. Copy of form available upon request.

CERTIFICATE HOLDER

CANCELLATION

Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THE KOREAN WAR MEMORIAL AMERIC
127 S MAIN ST STE 2
NORTH WALES, PA 19454-2832

1008

3-5/310
667

7/26/2019

Date

Pay to the
Order of

Montgomery Township

Seventy-five Thousand

\$ 75,000.00

xx
100 Dollars

PNC BANK

PNC Bank, N.A. 020

For

Escrow for Park

Leah Seale

⑆031000053⑆ 8401435917⑈

1008

Harland Clarke

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #07

SUBJECT: Adoption of Resolution 2024-03, Supporting Intergovernmental Agreement with PennDOT
MEETING DATE: January 2, 2024
BOARD LIAISON:
INITIATED BY: Carolyn McCreary, Township Manager

BACKGROUND:

PennDOT approached the Township about installing closed-circuit television cameras on signal poles at intersections within the Township to monitor and manage the flow of traffic. The intersections identified are:

- CCTV on the traffic signal mast arm at Bethlehem Pike (SR 0309 SB) and Taylor Road (SR 2006)/McLaughlin Road
- CCTV on the traffic signal mast arm at Dekalb Pike (SR 0202) & and Knapp Road

The Solicitor has reviewed the agreement and found no issues with the document.

BUDGET IMPACT:

As this is a PennDOT project, there is no cost to the Township.

RECOMMENDATION:

Staff recommends the Board of Supervisors adopt the resolution authorizing the Township Manager to execute the agreement on behalf of the Township.

MOTION/RESOLUTION:

Motion to adopt Resolution No. 2024-03 authorizing the Township Manager to execute the intergovernmental agreement with PennDOT for the installation of closed-circuit cameras.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.

RESOLUTION NO. 2024-03

BE IT RESOLVED, by authority of the Board of Supervisors of Montgomery Township, Montgomery County, and it is hereby resolved by authority of the same, that the Township Manager of said MUNICIPALITY be authorized and directed to sign the Intergovernmental Agreement for PennDOT's GR6 project on its behalf.

ATTEST:

Montgomery Township

Carolyn McCreary, Township Manager/Secretary

By: _____
Candyce Fluehr Chimera, Chair
Board of Supervisors

I, Carolyn McCreary, Secretary of Montgomery Township, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Supervisors, held on the 2nd day of January 2024.

DATE: January 2, 2024

Carolyn McCreary, Secretary

Agreement No.
SAP Vendor No.
Federal ID No.

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is entered into this 5th day of December, 2023, by and between the Commonwealth of Pennsylvania, acting through its Department of Transportation (“PennDOT”),

and

the Township of Montgomery, a political subdivision of the Commonwealth of Pennsylvania (“Municipality”).

BACKGROUND:

PennDOT has issued the 0095 Section GR6 Intelligent Transportation Systems (ITS) project (the “Project”) at various locations in Bucks, Chester, Delaware, Montgomery, and Philadelphia counties to install new Active Traffic Management Gantries (ATM), Dynamic Message Signs (DMS), and Closed-Circuit Television (CCTV) cameras. These ITS deployments are intended to be utilized to better inform travelers of traffic incidents and to improve multi-agency coordination and the management of daily traffic operations throughout the region.

PennDOT and the Municipality share a common interest in facilitating the safe and efficient management of traffic flow along state, county and locally owned roadways throughout the Delaware Valley in the event of an incident and wish to coordinate and disseminate accurate travel condition information to area motorists and the traveling public, and;

The need for a CCTV camera at the following location has been found to be warranted (“CCTV Location”):

- GR6 Location: CCTV on the traffic signal mast arm at Bethlehem Pike (SR 0309 SB) & Taylor Road (SR 2006)/McLaughlin Road
- GR8 Location: CCTV on the traffic signal mast arm at Dekalb Pike (SR 0202) & Knapp Road

The cost of installing communication cable and a CCTV camera at this location is being partially or totally funded with state and/or federal funds, and;

PennDOT will maintain the CCTV camera device(s) along with related communication equipment and cable and the Municipality will continue to maintain its traffic signals and other facilities on which the CCTV cameras are installed, and,

PennDOT and the Municipality now wish to outline their respective functions and responsibilities in this Agreement.

In consideration of the foregoing premises and of the mutual promises set forth below, PennDOT and the Municipality agree, with the intention of being legally bound to the following:

1. Installation of CCTV. The Municipality agrees to permit PennDOT to install and maintain CCTV camera devices, as well as to monitor traffic conditions, via the use of the CCTV camera to be installed along the roadway, within the boundaries of the Municipality at the CCTV Location.
2. Ownership. PennDOT will own, maintain, and operate the CCTV camera device at the CCTV Location, as well as the communication infrastructure used to operate the device.
3. Municipal Responsibility. The Municipality agrees to continue to maintain and operate traffic signals within its jurisdiction in accordance with the Department's Publication 191, which Publication is incorporated as if physically attached hereto.
4. Cooperation. In the event of immediate danger to Municipality operation or to the highway user, the parties hereto agree to fully cooperate with each other to remedy the dangerous condition.
5. Notice. Notices and reports arising out of, or from, this Agreement shall be in writing and given to the parties at the addresses below, either by regular mail, facsimile, email, or delivery in person. A party may revise its contact information

by providing written notice to the other party.

If to PennDOT:

Name: District Executive
Address: 7000 Geerdes Boulevard
King of Prussia, PA 19406
Fax: 610.205.6915
Email: RA-PdD06DEOffice@pa.gov
Phone: 610.205.6700

If to Municipality

Name: Carolyn McCreary, Township Manager
Address: 1001 Stump Rd
Montgomeryville, PA 18936
Fax: 215.855.6656
Email: cmccreary@montgomerytwp.org
Phone: 215.393.6900

6. Term. The term of this Agreement shall be for two (2) years from the date of its execution and shall automatically renew for additional one-year terms unless cancelled by either party on written notice delivered not less than ninety (90) calendar days prior to the end of the term.
7. Termination. PennDOT has the right to terminate this Agreement for reasons as stated in the following paragraphs. Termination shall be effective upon receipt of written notice from neither party to the other.

A. Termination for Convenience:

PennDOT shall have the right to terminate this Agreement for its convenience if PennDOT determines termination to be in its best interest.

B. Non-Appropriation:

PennDOT's obligations are contingent upon appropriation of funds for the Project. PennDOT shall have the right to terminate this Agreement

because of nonavailability of sufficient funds (state and/or federal) for PennDOT to pay for the services to be rendered under this Agreement.

C. Termination for Cause:

PennDOT shall have the right to terminate this Agreement for Municipality's default upon written notice to Municipality. The PennDOT shall have the right to terminate this Agreement, or any Project Agreement executed with cause upon written notice to Municipality.

8. Amendments and Modifications. This Agreement may not be modified or amended except in writing signed by duly authorized representatives of both Municipality and PennDOT. This Agreement may not be assigned by either party without the prior written authorization of the other party. This Agreement should not be construed to confer any rights upon any other persons or entities of any kind not a party hereto.
9. Successors and Assigns. This Agreement shall be binding and inure to the benefit of the successors and assigns of Municipality and PennDOT.
10. Required Commonwealth Provisions. All work authorized by this Agreement, and approved by PennDOT, shall be subject to all applicable laws, rules, and regulations, and the Municipality, shall also ensure that all design plans, specifications, estimates of costs, construction, utility relocation work, right-of-way acquisition procedures, acceptance of work and procedures in general shall, at all times, conform to all applicable and state laws, rules and regulations, orders and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, non-discrimination, anti-solicitation, information, auditing and reporting provisions. The Municipality shall comply, and cause its consultant(s) and contractor(s) to comply, with the conditions set forth in the Commonwealth of Pennsylvania's:

A. Contractor Integrity Provisions;

- B. Provisions Concerning the Americans with Disabilities Act;
- C. Contractor Responsibility Provisions; and
- D. Nondiscrimination / Sexual Harassment Clause

all of which are incorporated into this Agreement by reference, and attached as Exhibits “A”, “B”, “C”, and “D”, respectively.

11. 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 Municipality shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit “E” and made a part of this Agreement. As used in Exhibit “E”, the term “Contractor” refers to the Municipality.
12. Assignment. This Agreement may not be assigned by the Municipality either in whole or in part, without the written consent of the Commonwealth.
13. Choice of Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of Pennsylvania courts.
14. Indemnification. The Municipality shall indemnify, save harmless and defend (if requested) the Commonwealth of Pennsylvania, PennDOT, and all of their officers, agents and employees, from all suits, actions or claims of any character, name or description, brought for or on account of any injuries or damages received or sustained by any person, persons, or property, arising out of, resulting from or on account of any act, omission, neglect or misconduct of the Municipality, its consultant(s) or contractor(s), their officers, agents and employees, during the performance of said work or thereafter, or to any other cause whatever.

15. Severability. The provisions of this Agreement shall be severable. If a phrase, clause, sentence, or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and its applicability to a government, agency, person, or circumstance is held invalid, the validity of the remainder of this Agreement and its applicability to a government, agency, person, or circumstance shall not be affected.
16. 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 party. Failure by either party to enforce its rights and remedies shall not be construed as a waiver of a subsequent breach of the same or another term or condition of this Agreement.
17. Independence of the Parties. Nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of partners between the Municipality and PennDOT, or as constituting PennDOT as the Municipality's representative or general agent.
18. Force Majeure. Neither party shall be liable for failure to perform 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 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 reasonable steps to minimize 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.
19. Integration and Merger. This Agreement, when executed, approved, and delivered, shall constitute the final, complete, and exclusive Agreement between the parties containing the terms and conditions agreed on by the parties.

Representations, understandings, promises, and agreements pertaining to the subject matter of this Agreement made before or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by this Agreement. No conditions precedent to the performance of this Agreement exists, except as expressly set forth in this Agreement.

20. Effective Date. This Agreement shall not be effective until the necessary Commonwealth officials required by law have executed it. Following full execution, PennDOT shall insert the effective date at the top of Page 1.

[Remainder of page intentionally blank – signature page follows]

IN WITNESS WHEREOF, the parties have caused these presents to be executed, by their duly authorized officials, on the date first above written.

ATTEST:

TOWNSHIP OF MONTGOMERY

By Deborah A. Rims 12/5/23
Date

By Laweyn McCravy 12/5/23
Date

ASSISTANT SECRETARY
Title

Township Manager
Title

If a Corporation, the President or Vice President must sign; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority, or other entity, please attach a resolution.

=====

Do not write below this line – for Commonwealth use only

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

By _____
Deputy Secretary Date

APPROVED AS TO LEGALITY
AND FORM

by _____
Chief Counsel Date

by _____
Deputy Attorney General Date

by _____
Deputy General Counsel Date

18-017

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.

- 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.



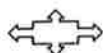
PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

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 B



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.

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

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.

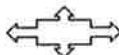


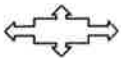
Exhibit D



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.
- 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.





MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #08

SUBJECT:	Approval of Wissahickon Stormwater Group Formation into a Consortium
MEETING DATE:	January 2, 2024
BOARD LIAISON:	
INITIATED BY:	Carolyn McCreary, Township Manager

BACKGROUND:

As outlined in the November memo from Drew Shaw of the Montgomery County Planning Commission, the regulatory agencies are seeking more details on the governing structure of the group once the alternative watershed improvement plan is approved.

The Management Committee explored options and discussed them at recent meetings with input from the consultants, the members and attorneys from Kilkenny Law. In order to ensure successful implementation of the plan, completing projects, and sharing costs, the committee is recommending the group transition to a municipal consortium. This Consortium is recognized by the Pennsylvania Code which allows for intergovernmental cooperation.

RECOMMENDATION:

Staff recommends the Board of Supervisors agree with the recommendation of the Management Committee.

MOTION/RESOLUTION:

Motion to accept the recommendation of the Management Committee of the Wissahickon Water Quality Improvement Plan to form a municipal consortium to further carry out the projects identified in the plan and apply for available funding.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

KENNETH E. LAWRENCE, JR., CHAIR
JAMILA H. WINDER, VICE CHAIR
JOSEPH C. GALE, COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

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

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

November XX, 2023

Subject: Recommendation of the Management Committee
of the Wissahickon Water Quality Improvement Plan Project

To: Municipal Managers of the Wissahickon Watershed Municipalities Comprising the
Wissahickon Clean Water Partnership (WCWP)

From: Drew Shaw, Montgomery County Planning Commission

The Wissahickon Clean Water Partnership (WCWP), consisting of the municipalities in the Wissahickon Watershed, the wastewater treatment plants in the Wissahickon Watershed, and the City of Philadelphia (as represented by the Philadelphia Water Department (PWD)), together with Wissahickon Trails, Manko, Gold, Katcher & Fox, LLP, the Montgomery County Planning Commission, and several consulting firms have been preparing a revised Wissahickon Creek Watershed Water Quality Improvement Plan (WQIP) that responds to the comments provided by the EPA and PADEP. Among other topics, the EPA and PADEP requested more detail on the structure and actions of the Management Committee during the implementation period. Recently, after much discussion, and input from legal experts, including several solicitors to the Montgomery County municipalities in the WCWP, the Management Committee voted to recommend to the municipal boards of the Montgomery County municipalities that a consortium be formed to implement the WQIP. This recommendation was reached after the following activities.

- Management Committee meetings: the implementation needs and appropriate structure were discussed at the June through September Management Committee monthly meetings and the vote on the recommendation was taken at the 9-14-23 meeting. The structural options discussed included Joint Venture, Social Welfare Nonprofit, Municipal Authority, and Municipal Consortium. The committee identified that the implementation structure needs to be able to contract with outside experts, and apply for and receive grant funding.
- A subcommittee of the Management Committee met with Cheshire Law Group in Germantown on 6-7-23 to discuss different types of nonprofit organizations, and the process involved in forming one.
- Neal Stein, Esq., attended the June Technical Subcommittee meeting to discuss joint ventures, authorities, and consortiums.
- Two Zoom meetings were held (July 27, 28) with solicitors to brief them on the WQIP, and solicit their input on the appropriate structure for implementation. Seven law firms (all of whom represented at least one Wissahickon municipality) attended and provided input.

The vote by the Management Committee was to determine the appropriate structure to *recommend* to the municipalities the committee represents. The recommended structure is a municipal consortium. In order to form the consortium, the municipalities must take action at a municipal board meeting.

Title 53 of the Pennsylvania Code, Subpart D enables intergovernmental cooperation. Several solicitors encouraged the Management Committee to consider the following subsections in our efforts:

§ 2304. Intergovernmental cooperation.

A municipality by act of its governing body may, or upon being required by initiative and referendum in the area affected shall, cooperate or agree in the exercise of any function, power or responsibility with or delegate or transfer any function, power or responsibility to one or more other local governments, the Federal Government or any other state or its government.

§ 2305. Adoption of ordinance or resolution.

(c) Council of governing bodies.--An intergovernmental agreement creating a council or consortium of governing bodies or similar entity separate from the organizing governing bodies may not be entered into unless by ordinance.

In light of the aforementioned authorities, the Management Committee requests that the municipalities act to form a municipal consortium by adopting an ordinance at their future respective board meetings, for the purpose of implementing the Wissahickon Water Quality Improvement Plan. Representatives of the WCWP are available to answer any questions, and to attend a board meeting in support of this recommendation.