

LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS REGULAR PUBLIC MEETING

Tuesday, October 8, 2024, 7:00 p.m.

To join the meeting via Zoom:

<https://us02web.zoom.us/j/86849026871?pwd=5YemmyaB2zEtjXDx0QGS012IB5IMBH.1>

Call #: 1-646-876-9923



CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS AND PRESENTATIONS

The Board of Supervisors met in executive session prior to tonight's meeting to discuss matters of potential litigation.

PUBLIC COMMENTS

Citizen comments, concerns, questions for items not on the agenda

(Comments on agenda items will be taken when those items are discussed by the Board)

BUILDING AND ZONING

1. Discussion of proposed zoning ordinance amendment for the MF-3 district to add regulations for mixed-use development

GENERAL BUSINESS

1. 2025 Budget – overview of budget format revisions with a focus on the draft budget for the Public Works Department
2. Consider and possibly approve an amendment to Title Eight: Other Public Services, replacing Section 1084, Municipal Waste Collection and Recycling, for consistency with the Northern Montgomery County Recycling Commission intermunicipal agreement
3. Consider approval of the Northern Montgomery County Recycling Commission Intermunicipal Agreement
4. Consider Bowman proposal for design of improvements to the traffic signals on Welsh Road at Evans Road and at Darden Drive (Gwynedd Crossing shopping center) in the amount of \$41,000 plus reimbursable out of pocket expenses, 80% of which is funded by the PA Green Light Go grant

5. Award bid for traffic signal pole replacement at Bethlehem Pike and Dager Road to Armour & Sons, Inc. in the amount of \$67,840.00
6. Consider AMO Environmental Decisions proposal to complete Act 2 process for remediation of Pen-Ambler Park, including PA DEP approval of the final report and release from liability, in the amount of \$18,512
7. Consider updated police department policy, General Order 1.5, Selection, Hiring and Training of Police Personnel
8. Consider authorizing advertisement of an ordinance amendment deleting Sections 244.01, (police hiring) and 244.03 (background investigations) in Chapter 244, Township Police, of the Lower Gwynedd Township Code, to avoid conflicts with General Order 1.5 above if approved
9. Approval of invoice report
10. Approval of minutes – September 24, 2024

SUPERVISOR LIAISON REPORTS

Questions about Volunteer Commission Meeting Highlights

STAFF UPDATES

Updates from staff on municipal activities and projects

SUPERVISORS COMMENTS

Comments or questions from the Board of Supervisors

Adjournment

UPCOMING MEETING DATES*

HUMAN RELATIONS COMMISSION	THURS	11/07/2024	7:00 P.M.
BOARD OF SUPERVISORS	TUES	10/22/2024	7:00 P.M.
ENVIRONMENTAL ADVISORY COUNCIL	WED	10/09/2024	7:00 P.M.
ZONING HEARING BOARD	THURS	10/10/2024	6:00 P.M.
PARKS AND RECREATION	TUES	10/15/2024	6:00 P.M.
PLANNING COMMISSION	WED	10/16/2024	7:00 P.M.

*Please check the Township website to confirm meeting dates and times.



MEMORANDUM

ATTN: Board of Supervisors
DATE: Friday, October 4, 2024
FROM: Jamie P. Worman, Assistant Township Manager *Jamie Worman*
SUBJ: Proposed MF-3 Text Amendment Discussion- 321-323 Norristown Road

As discussed at prior BOS meetings, BET Investments is interested in the possible redevelopment of 321-323 Norristown Road. Staff has been working on crafting an ordinance that reflects the vision of the Township and provides an opportunity for redevelopment. The Township Planner has revised the ordinance based upon input and direction received by Township staff and consultants, the county planning commission, and Township Supervisors' discussions during public meetings.

Attached is the revised draft MF-3 text amendment for your review. The text amendment will be discussed at the October 8th BOS meeting. One item we would like to discuss is **1276.09 (j) Signage**. Our intention is to request authorization to move the proposed text/map amendment forward through the review process and publicly advertise when appropriate.

Recommended Motion: Motion to authorize staff to move the proposed MF-3 Text/Map Amendment forward through the required review process and authorize advertisement when appropriate.

**BOARD OF SUPERVISORS
LOWER GWYNEDD TOWNSHIP**

MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWNSHIP OF LOWER GWYNEDD, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING THE LOWER GWYNEDD TOWNSHIP CODE OF ORDINANCES, PART TWELVE PLANNING AND ZONING CODE, TITLE SIX ZONING, CHAPTER 1276 MF-3 MULTI-FAMILY RESIDENTIAL DISTRICT, § 1276.02 “PERMITTED USES” BY ADDING A MIXED-USE DEVELOPMENT OPTION AUTHORIZED BY CONDITIONAL USE; AND BY ADDING A NEW SECTION 1276.09 “REGULATIONS AND STANDARDS FOR A MIXED-USE DEVELOPMENT” WHICH INCLUDES PROVISIONS FOR WORKFORCE HOUSING AND PROVIDES FOR DIMENSIONAL AND PARKING REGULATIONS AND DEVELOPMENT STANDARDS FOR THE MIXED-USE DEVELOPMENT; FURTHERMORE, ADDING STANDARDS FOR RESIDENTIAL PARKING STRUCTURES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, § 1506 of the Second Class Township Code, Act of May 1, 1993, P. L. 103, No. 69, as amended by the Act of November 9, 1995, P. L. 350, No. 60, at 53 P.S. §66506, entitled “General Powers”, section 601 of the Pennsylvania Municipalities Code, 53 P.S. § 10601, and, section 1299.12 of the Lower Gwynedd Township Zoning Ordinance, as amended (“**Zoning Ordinance**”) authorizes the Lower Gwynedd Township (“**Township**”) Board of Supervisors (“**Board**”) to enact and amend ordinances necessary for the proper management, care and control of the Township and the maintenance of the health and welfare of the Township and its citizens; and

WHEREAS, the Board has determined that an amendment to the MF-3 Multifamily Residential District’s list of permitted uses to allow a mixed-use development option by conditional use, comprised of a multifamily apartment building with workforce dwelling units use, and office, retail, and restaurant uses, is warranted to further the purpose and intent of providing for mixed residential and commercial development uses within the Township (“**Proposed Amendment**”); and

WHEREAS, the Lower Gwynedd Township Planning Commission reviewed the Proposed Amendment at a public meeting and recommended that the Proposed Amendment be approved by the Board; and

WHEREAS, the Board has determined that it is in the best interests of the municipality and the public welfare to adopt the Proposed Amendment to promote the following community

development objectives:

1. Achievement of the best use of land within the Township's MF-3 Multifamily Residential District by providing a mixed residential and commercial option.
2. Encouragement and promotion of workforce housing within the Township to achieve a diverse and balanced community.
3. Creation of an economic incentive to encourage developers to construct workforce housing units.
4. Encouragement and promotion of a new mixed residential and commercial use type within the Township to meet the needs of all Township residents.
5. Encouragement of ingenuity in architectural design and site planning by providing for an innovative mixed residential and commercial use concept within the MF-3 Multifamily Residential District.

WHEREAS, a public hearing was held, following notice, for the purpose of considering this Proposed Amendment to the Zoning Ordinance; and

WHEREAS, the Board, after the public hearing held pursuant to public notice, and after receipt of recommendations from the Lower Gwynedd Township Planning Commission and the Montgomery County Planning Commission, deems it appropriate and proper that the Zoning Ordinance be amended by the Proposed Amendment; and

WHEREAS, the Board has determined that amending the MF-3 Multifamily Residential District to permit the mixed-use development, with appropriate regulations and development standards, is warranted to enhance development and the economic vitality of the Township within that district.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of Lower Gwynedd Township, Montgomery County, Pennsylvania, and it is enacted and ordained as follows:

Section 1: Title Six, "Zoning", Chapter 1276 "MF-3 Multifamily Residential District, § 1276.02 "Permitted uses" is amended to read as follows:

(e) Mixed-Use Development, in accordance with §1276.09.

(1) On a property with frontage along a major roadway as classified in §1230.37(b)(1) of the Township Subdivision and Land Development Ordinance, a development consisting of a minimum of three (3) of the following uses, for single and multiple occupancy of property and buildings, shall be permitted when authorized by conditional use, in accordance with §1298.07 "Conditional uses". Existing buildings may be part of a Mixed-Use Development provided they contain a permitted use and meet all standards of §1276.09.

- A. *Multifamily apartment buildings with amenities, and which may include a parking structure designed in accordance with §1298.20.(b). “Parking Structures”.*
- B. *Office building.*
- C. *Retail store.*
- D. *Personal service shop.*
- E. *Restaurant, excluding drive-thru service.*
- F. *Bank or financial institution, with drive-thru service.*
- G. *Medical services, such as dental care, aesthetic procedures, urgent care, and outpatient surgery center.*
- H. *Medical office.*

(2) *Master Plan and Architecture. For all mixed-use developments, a master plan shall be submitted as part of the required conditional use application, which adequately depicts where each of the above category of uses and parking shall occur on the property. Material changes to the Master Plan involving the relocation, addition or deletion of buildings, vehicular circulation or access shall require an amended conditional use approval from the Board of Supervisors. Review and approval of the conditional use shall include the approval of the dimensional criteria and parking as shown on the Master Plan. As part of the conditional use application, architectural renderings shall be submitted. Such renderings shall include: a perspective view of the building from the exterior main road(s) showing the façade(s) and streetscape, in addition, elevations of all sides of the proposed building(s). The renderings shall be in color and indicate the mass, form, color, and materials of the proposed building(s). The renderings shall show conceptual connections to an existing public trail network which is immediately and directly adjacent to the mixed-use development.*

Section 2: Title Six, “Zoning”, Chapter 1276 “MF-3 Multifamily Residential District, is amended by adding a new section 1276.09 entitled “Regulations and standards for a Mixed-Use Development”, to read as follows:

§ 1276.09 Regulations and standards for a Mixed-Use Development.

The following regulations and standards shall apply to a Mixed-Use Development in the case of a conflict with any other sections of the Zoning Ordinance, the provisions of this section shall apply.

- (a) *Minimum Lot Area. For a Mixed-Use Development, a lot area of not less than 20 acres shall be provided.*

- (b) *Minimum Lot Width.* A lot width of not less than 900 feet shall be provided along a public street or way for every access to the development.
- (c) *Yards.*
 - (1) *Front Yard.* For a Mixed-Use Development there shall be a front yard, which yard shall not be less than 50 feet in depth.
 - (2) *Side Yards.* For a Mixed-Use Development there shall be two side yards, neither of which shall be less than 50 feet in depth.
 - (3) *Rear Yard.* For a Mixed-Use Development there shall be a rear yard, which yard shall not be less than 100 feet in depth.
- (d) *Building Coverage.* The total building coverage shall not exceed 20%, but may be increased by 10% if a parking structure is included as part of the Mixed-Use Development.
- (e) *Impervious Coverage.* The total impervious coverage shall not exceed 65%.
- (f) *Building Height.*
 - (1) *Multifamily Apartment Buildings.* The maximum height for a multifamily apartment building shall be 65 feet, not exceeding 5 stories. For purposes of measuring the building height for multifamily apartment buildings, unoccupied architectural features extending above the main roof, such as dormers, gables and similar treatments, shall be required in order to provide variations in rooflines and the appearance of the multifamily apartment building façade, and shall be excluded from the calculation of height. Such features shall not exceed 10 feet in total height.
 - (2) *Office Building.* The maximum height for an office building shall be 50 feet, not exceeding 3 stories.
 - (3) *The maximum height for all other buildings and structures shall be 35 feet, not exceeding 2 stories.*
- (g) *Building Spacing.* The distance at the closest point between any buildings shall not be less than 75 feet.
- (h) *Density.* For a multifamily apartment building, the number of residential units per gross acre shall not exceed 15 and a minimum of 10% of the residential units shall be leased as workforce dwelling units. Not less than every ten years the Township shall review, upon the request of the property owner, the continued need for **more or less** workforce housing.
 - (1) *A Workforce Housing Declaration of Covenants shall be prepared to the satisfaction of the Township Solicitor and agreed upon by the property owner/developer, which Declaration of Covenants shall be recorded in the*

Montgomery County Recorder of Deeds office at the time of recording of the final land development plan. For the purposes of this clause “workforce housing” shall mean; a dwelling unit available to a household with a total income not exceeding 100% of the Household Median Income (HMI) of Montgomery County as determined on an annual basis by the Pennsylvania Housing Finance Agency (PHFA).

- (2) *Property owner/developer shall submit an annual report to the Township Building and Zoning Department which demonstrates that the multifamily apartment building is in compliance with workforce housing requirements contained in the Declaration of Covenants. The report shall include, both prior to lease up and annually, the total number of units in the building, and for the workforce housing units only the following additional information: the total number of units, number of bedrooms, tenant incomes and rents, unit locations within the multifamily apartment building, and square footage.*
 - (3) *The Lower Gwynedd Township Planning and Zoning Department and/or designee may establish procedures, and prepare forms for the implementation, administration and compliance monitoring consistent with the provisions of this chapter.*
- (i) *Off-street parking and loading.*
- (1) *Multifamily Apartments. For each residential unit, 1.5 parking spaces shall be provided.*
 - (2) *Office building. One space for every 250 square feet of gross floor area, minus common areas.*
 - (3) *Retail store and/or personal service shop. One space for every 250 square feet of sales area.*
 - (4) *Restaurant. Two parking spaces for every 200 square feet of floor space devoted to patron use.*
 - (5) *Bank or financial institution. One space for every 500 square feet of floor area space devoted to patron use.*
 - (6) *Medical services. One parking space for every 250 square feet of gross floor area.*
 - (7) *No parking, service, or loading area shall be located within 75 feet of any side or rear yard property lines or within 10 feet of any side yard property line abutting a major roadway, except as required for normal ingress or egress, and no service drives shall be located within 25 feet of any side or rear property line. No service and loading area shall directly face a highway as defined in §1298.12 unless adequate architectural detailing*

and/or landscaping is provided which obscures the service and/or loading areas to the satisfaction of the Township Board of Supervisors.

- (8) *Parking Reduction. The total number of required parking spaces may be reduced by conditional use. The total parking may be reduced by a maximum of up to 20% provided the applicant can demonstrate the reduction is warranted through the submission of a parking study, parking counts, or other pertinent information.*

- (j) *Signage. The Mixed-Use Development shall be permitted one (1) pylon/free-standing sign not to exceed twenty (20) feet in height and two hundred (200) square feet in area. Each tenant in the Mixed-Use Development shall be permitted one (1) wall sign not to exceed forty (40) square feet per building façade of the leased area facing a street.*

- (k) *Storage of Refuse. Raw materials, supplies, trash, rubbish and other refuse shall be stored in covered containers within an adequate enclosure and handled and disposed of in such a manner so as not to give rise to smoke, odor, or litter.*

- (l) *Landscaping. All Mixed-Use Developments shall be designed and maintained in accordance with the landscape provisions of the Subdivision Regulations.*

- (m) *Emergency access. All Mixed-Use Developments shall have an emergency driveway access in addition to and separate from the main driveway access.*

- (n) *Public water and sewer. All Mixed-Use Developments shall be served by public water and public sewer.*

- (o) *With the exception of gate houses, guard houses, and trails, no accessory building or structure shall be located within a required perimeter setback and no accessory building or structure shall be located between the front of a building unit and a street line, if any.*

- (p) *All new buildings within the Mixed-Use Development shall be constructed in accordance with an overall plan and a common architectural theme as approved by the Board of Supervisors during the conditional use stage.*

- (q) *Special Conveyancing. When a lot or lots are developed as a Mixed-Use Development, the creation of and conveyance of a lot or lots within such Mixed-Use Development shall be permitted upon compliance with the following conditions:*
 - (1) *Irrevocable cross-easements in favor of, and duly binding on all title owners within the area of the development plan, their successors and assigns, with respect to use, control and maintenance of the common areas including access, green space, and parking areas are in effect and recorded, with form and substance subject to the prior approval of the*

Township Solicitor; and

- (2) *Individual lots or parcels created pursuant to this section need not comply with the dimensional standards of § [REDACTED] herein but shall remain in compliance with all other aspects of the approved Mixed-Use Development Plan.*

Section 3: Title Six, “Zoning”, Chapter 1298 “General Provisions”, §1298.20 “Parking structures” is amended to read as follows:

- (b) *The erection and use of residential structured parking facilities shall be permitted only in the MF-3 Multifamily Residential District subject to the following regulations:*
 - (1) *Parking structures shall only be permitted for a multifamily apartment building provided the parking structure is entirely internal to the multifamily apartment building, or the residential units are wrapped around the perimeter parking structure.*
 - (2) *When a parking structure is wrapped with residential units no more than 25% of the perimeter of the parking structure shall be visible from the exterior of the building. The exposed portion of the parking structure shall not directly face an external street. The exposed portion of the parking structure shall be buffered through the use of architectural elements to the satisfaction of the Board of Supervisors.*
 - (3) *A residential parking structure shall not be taller than the residential portions of the building.*
 - (4) *The design, layout and sizes of the parking spaces, driveways, ramps and other elements of the parking structure shall be subject to the review of the Township Traffic Engineer and the approval of the Township.*
 - (5) *There shall be no projection of lighting or other elements above the required guardrail height on the roof deck of parking structures, except for minimal access shelters over stair enclosures.*

Section 4: Repeal and Ratification. All other sections, parts, and provisions of the Zoning Ordinance and Map shall remain in full force and effect as previously enacted.

Section 5: Severability. The provisions of this Ordinance are severable. If any section, clause, sentence, part or provision thereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decisions of the court shall not impair the validity of any of the remaining sections, clauses, sentences, part or provisions of the Ordinance. It is hereby declared the intent of the Lower Gwynedd Township Board of Supervisors that this Ordinance would have been enacted if such illegal, invalid or unconstitutional section, clause, sentence,

MF-3 text amendment, Combined JHK & BET - 8.19.2024 – BET 8.23.2024 & 9.04.2024 & 9.11.2024 & LGT Comments 10.1.2024

part or provision had not been included herein.

Section 6: Effective Date. This Ordinance shall become effective five (5) calendar days after the date of enactment.

ORDAINED AND ENACTED by the Board of Supervisors of Lower Gwynedd Township, Montgomery County, Pennsylvania, this ____ day of _____, 2024.

Attest:

**LOWER GWYNEDD TOWNSHIP
BOARD OF SUPERVISORS**

Mimi Gleason, Township Manager

By: _____
Danielle A. Duckett, Chairperson

DRAFT



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www.lowergwynedd.org

Budget Account Changes

Date: October 4, 2024

To: Mimi Gleason

From: Melinda Haldeman, CPA Finance Director

During preparation for our Budgeting process, staff did an extensive review of the chart of accounts and are recommending a significant reorganization for clarity and simplicity. We found some department categories were redundant or unnecessary based on our current situation. "Departments" in the budget included numerous subgroups within our current functioning departments. Also, several accounts within the departments in the budget were not needed and served no analytical purpose or made the analysis more difficult.

We also reviewed the accounts within the departments and merged several accounts together or renamed the account to better understand and analyze. An example is Office Supplies which were formerly allocated across different departments. We are now accounting for all office supplies in one account in department 01-401. Analyzing the total amount spent on office supplies as opposed to having it split over many departments gives us the ability to purchase certain items in bulk, which gives us greater savings.

Technology, which was not an account previously, has been added to departments to ascertain the amount spent for software, small equipment, etc. that is now necessary in today's working environment.

The next page shows the proposed consolidation of budget departments on the General Fund Department Expense Categories Sheet. The largest proposed change in the budget structure would be for the Public Works Department, which are highlighted in blue on the department listing. As opposed to having nine (9) different departments for Public Works, we now have one Department (01.430) for Public Works, (formally listed as Highway) with accounts for general roadwork, traffic signals, street signs, storm sewer maintenance, and park maintenance. We also have 23 fewer accounts in Public Works. This change better reflects the actual operation of the Public Works Department and allows for better analysis of expenses.

To illustrate how much clearer we think the revised format will make the budget, attached is the Draft 2025 Public Works Budget which now fits on one page.

General Fund Department Expense Categories:

<u>Prior</u>	<u>Current</u>
01.400 Legislative	01.401 Executive
01.402 Finance	01.402 Finance
01.403 Tax Collection	01.403 Tax Collection
01.404 Law	01.409 Buildings and Plant
01.408 Engineer	01.410 Police
01.409 Buildings & Plant	01.411 Fire Relief
01.410 Police	01.412 Ambulance
01.411 Fire Relief	01.414 Planning & Zoning
01.412 Ambulance	01.430 Public Works
01.413 Code Enforcement	01.487 Employee Benefits
01.414 Planning & Zoning	01.491 Prior Year Expenditures
01.415 Emergency Management	01.492 Interfund Operating Transfers
01.427 Recycling	
01.429 Public Works – Wastewater Collection	
01.430 Public Works – Highway	
01.431 Public Works – Cleaning Streets & Gutters	
01.432 Public Works – Snow Removal	
01.433 Public Works – Traffic Signs	
01.434 Public Works – Street Lighting	
01.436 Public Works – Storm Sewers	
01.437 Public Works – Vehicle Maintenance	
01.438 Public Works – Highway Maintenance	
01.461 Conservation & Natural Resources (EAC)	
01.486 Insurance	
01.487 Employee Benefits	
01.491 Prior Year Expenditures	
01.492 Interfund Operating Transfers	

ACCOUNT	DESCRIPTION	2024 REVISED BUDGET	ACTUAL THRU 09.23.2024	2024 Projection	2025 Budget
01 -430-140 -	WAGES HWY CREW	507,267.00	298,620.79	507,267.00	689,893.00
01 -430-153 -	DISABILITY & LIFE INS.	9,630.00	6,753.59	9,630.00	12,092.17
01 -430-156 -	HEALTH INSURANCE	168,453.00	91,701.49	148,333.13	224,037.44
01 -430-161 -	EMPLOYER PR TAX	41,865.00	22,956.34	41,865.00	53,990.65
01 -430-181 -	OT WAGES SNOW/ICE HWY	40,000.00	4,823.73	6,000.00	30,000.00
01 -430-220 -	SUPPLIES PW	28,000.00	13,864.19	26,000.00	53,000.00
01 -430-221 -	SNOW/ICE SUPPLIES	4,000.00	425.69	4,000.00	4,000.00
01 -430-238 -	CLOTHING & UNIFORMS	4,000.00	1,995.15	4,000.00	6,000.00
01 -430-262 -	REPAIRS VEHICLES/TOOLS/MACH	17,500.00	24,928.59	30,000.00	35,000.00
01 -430-320 -	COMMUNICATION	2,000.00	811.92	2,000.00	2,700.00
01 -430-360 -	UTILITIES	5,750.00	4,811.46	6,500.00	6,500.00
01 -430-370 -	R&M PW	65,700.00	35,020.82	57,000.00	57,000.00
01 -430-371 -	STORMWATER R&M				17,500.00
01 -430-374 -	FUEL/ GASOLINE/ DIESEL	18,000.00	8,080.19	12,000.00	18,000.00
01.430.430	TECHNOLOGY				8,000.00
01 -430-450 -	CONTRACTED SERVICES	10,000.00	5,820.25	10,000.00	70,000.00
01 -430-451 -	STORMWATER CONTRACTED SERVICES				42,000.00
01 -430-460 -	TRAINING/DUES/SUBS	2,000.00	3,570.50	2,000.00	4,000.00



MEMORANDUM

ATTN: Board of Supervisors

DATE: October 4, 2024

FROM: Jamie P. Worman, Assistant Township Manager *Jamie Worman*

SUBJ: Ordinance #548-Northern Montgomery County Recycling Commission (NMCRC)-Municipal Waste Collection & Recycling Ordinance & Intermunicipal Agreement Amendment

The BOS authorized the advertisement of an amended Municipal Waste Collection & Recycling Ordinance and Intermunicipal Agreement (IMA) at the regular meeting held September 24, 2024. As explained, the Northern Montgomery County Recycling Commission is recommending the adoption of a new Municipal Waste Collection and Recycling Ordinance to better reflect the role of the NMCRC relative to individual recycling programs and to remain compliant with current PADEP criteria for mandatory recycling ordinances under Act 101. In addition, the new ordinance will also serve as approval of the amended IMA that will permit a change in the allocation of recycling grant funding to the member municipalities to a performance-based system.

Recommended Motion: Approve Ordinance #548 amending Chapter 1084 Municipal Waste Collection & Recycling Ordinance of the Lower Gwynedd Township Code.

Recommended Motion: Approve the amended Intermunicipal Agreement which will revise the allocation process of grant funding among the member municipalities of the NMCRC.

**PUBLIC NOTICE IS HEREBY GIVEN - NOTICE OF INTENT TO ADOPT ORDINANCE
LOWER GWYNEDD TOWNSHIP**

NOTICE IS HEREBY GIVEN that the Lower Gwynedd Township Board of Supervisors, Montgomery County, Pennsylvania, at its regular meeting to be held on Tuesday, October 8, 2024, at 7:00 PM, will consider the adoption of the following proposed Ordinance which is summarized below:

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF THE LOWER GWYNEDD TOWNSHIP CODE, SPECIFICALLY BY DELETING CHAPTER 1084 IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 1084 ENTITLED "MUNICIPAL WASTE COLLECTION AND RECYCLING ORDINANCE"; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

This meeting will be conducted in-person at the Lower Gwynedd Township Building, 1130 N. Bethlehem Pike, Spring House, Pennsylvania, as well as via the Zoom telecommunication device platform (call-in information is provided in this public notice). The Zoom information is below:

<https://us02web.zoom.us/j/86849026871?pwd=5YemmyaB2zEtjXDx0QGS012IB5lMBH.1>

Meeting ID: 868 4902 6871

Passcode: 604277

Call In #: 1 646 876 9923

Copies of the complete text of the proposed ordinance are available at the Lower Gwynedd Township Municipal Building (located at 1130 N. Bethlehem Pike, Spring House, PA 19477, Telephone: (215) 646-5302) and may be examined by appointment only from Monday through Friday between the hours of 8:00 AM and 4:30 PM (excepting holidays). All interested persons and parties are invited to attend the meeting and offer any public comment prior to the Board of Supervisors taking any official action on the adoption of the proposed ordinance.

Mimi Gleason, Township Manager, Lower Gwynedd Township

Publish:

Proof of Publication Required

**LOWER GWYNEDD TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA
ORDINANCE NO. _____
MUNICIPAL WASTE COLLECTION AND RECYCLING ORDINANCE**

SECTION I. Amendment to the Code.

The Code of Ordinances of Lower Gwynedd Township (“Code”) are hereby amended by deleting Chapter 1084 in its entirety and replacing it with a new Chapter 1084 entitled Municipal Waste Collection and Recycling Ordinance as set forth below:

**Chapter 1084
Municipal Waste Collection and Recycling**

Part 1. Municipal Waste Collection and Recycling

§1084.01. Title.

This Chapter shall be known and may be cited as the "Municipal Waste Collection and Recycling Ordinance."

§1084.02. Definitions.

(a) As used in this Chapter, the following terms shall have the following meanings:

ACT 97. The Solid Waste Management Act of 1980, as amended.

ACT 101. The Municipal Waste Planning Recycling and Waste Reduction Act of 1988, as amended.

ALUMINUM CANS. Empty, all-aluminum beverage and food containers.

BI-METAL CONTAINERS. Empty food or beverage containers constructed of a mixture of ferrous metal, usually steel, and nonferrous metal, usually tin.

COMMERCIAL ESTABLISHMENT. A building or buildings used or designed for use for commercial purposes, including, but not limited to wholesale, industrial, manufacturing, transportation, financial or professional services stores, markets, office buildings, restaurants, shopping centers, theaters, or other commercial activities.

COMMUNITY ACTIVITIES. Events sponsored in whole or in part by the Township or conducted within the Township and sponsored privately, which include, but are not limited to fairs, bazaars, socials, picnics, and organized sporting events that will be attended by 200 or more individuals per day.

COMPOSTING FACILITY. A facility for composting vegetative material, including leaves, garden residue and chipped shrubbery and tree trimmings that is permitted by the Commonwealth of Pennsylvania.

CORRUGATED PAPER. Paper products made of a stiff, moderately thick paper board, containing folds or alternating ridges, commonly known as “cardboard.”

DWELLING UNIT. A room or group of rooms within a building used, intended to be used or capable of being used as a complete housekeeping facility for one family, providing living, sleeping, cooking, dining and sanitary facilities.

GLASS. Products made from silica or sand, soda ash and limestone. The product may be transparent (clear) or colored (e.g., brown or green) and used as a container for packaging (e.g., jars) or bottling of various matter. Expressly excluded are non-container glass, window or plate glass, light bulbs, blue glass and porcelain and ceramic products.

HIGH-GRADE OFFICE PAPER. All types of high-grade, white or colored paper, bond paper and computer paper used in residential, commercial, institutional, and municipal establishments.

INDUSTRIAL ESTABLISHMENT. Any establishment engaged in manufacturing or processing, including, but not limited to, factories, foundries, mills, processing plants, refineries, and the like.

INSTITUTIONAL ESTABLISHMENT. An establishment engaged in service, including, but not limited to, hospitals, nursing homes, orphanages, schools, universities, churches, and social or fraternal societies and organizations.

INTERMUNICIPAL AGREEMENT (IMA). The intermunicipal agreement adopted by the municipalities which are members of the Northern Montgomery County Recycling Commission.

LANDLORD. Any individual or organizational owner who rents and/or leases residential units, commercial space, or an industrial complex(es). Landlords own the properties in question and deal directly with their tenants or lessees.

LEAF WASTE. Leaves, garden residues, shrubbery trimmings, tree trimmings, and similar materials.

MIXED PAPER. All types of paper combinations, such as colored paper, carbonless forms, ledger paper, colored paper envelopes, mixtures of high-grade office paper and the like.

MULTI-FAMILY RESIDENTIAL ESTABLISHMENT. A building or buildings under single or multiple ownership and designed as a residence for four or more families living independently of each other and doing their own separate cooking therein, including apartments townhomes, or condominiums.

MUNICIPAL ESTABLISHMENT. Of or pertaining to any office or other property under the control of any branch or arm of the Federal Government of the United States of America, the Commonwealth of Pennsylvania, or any political subdivision of the Commonwealth of Pennsylvania including, but not limited to, the Township, any counties, cities, boroughs, and municipal authorities.

MUNICIPAL WASTE. Any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid commercial, material, resulting from the operations of residential, municipal, commercial or institutional establishments and from community activities and sludge not meeting the definition of residential or hazardous waste in the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, as amended, 35 P.S. § 6018.101 et seq., from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source-separated recyclable materials or Leaf Waste.

MUNICIPAL WASTE COLLECTOR. Any collector, remover, transporter, and disposer of municipal waste, recyclable materials, and/or Leaf Waste for owners or occupants of single-family residential establishments, multi-family residential establishments, commercial establishments, institutional establishments, municipal establishments, and community activities in the Township.

MUNICIPAL WASTE CONTAINER. A container designated by the property owner or resident for the storage of municipal waste. A municipal waste container may be provided by the Township, property owner, resident or tenant, or the municipal waste collector.

NORTHERN MONTGOMERY COUNTY RECYCLING COMMISSION ("NMCRC"). The legal entity established by and operating as agent for the municipalities hereunder who have delegated certain of their duties and powers respecting recycling, including but not limited to the development, implementation, and enforcement of common recycling programs. Presently the NMCRC is comprised of Ambler Borough, Franconia Township, Hatfield Township, Hatfield Borough, Lower Gwynedd Township, Lower Salford Township, Montgomery Township, North Wales Borough, Souderton Borough, Telford Borough and Towamencin Township and shall be deemed to include all new member municipalities and excepting member municipalities who have completed the withdrawal process.

NEWSPRINT. Paper of the type commonly referred to as "newspaper" and distributed at stated intervals, usually daily or weekly, having printed thereon news and opinions and containing advertisements and other matters of public interest.

PARTICIPATING MUNICIPALITIES. Those municipalities which have executed the intermunicipal agreement (IMA) and remain a member in good standing of the NMCRC.

PERSON. An individual, partnership, association, corporation, institution, cooperative enterprise, municipal authority, federal government or agency, state institution or agency or any other legal entity which is recognized by law as a subject of rights and duties. In any provision of this Chapter prescribing a fine, imprisonment or penalty or any combination of the foregoing, the term "person" shall include the officers and directors of any corporation or any other legal entity having officers and directors.

PLASTIC CONTAINERS. Empty and clean plastic containers that contained food, beverage, cleaning, laundry, and other household products. Includes only rigid containers marked with a recycling symbol and a single number (i.e., 1, 2, 5, or 7). Examples include soda and water bottles, milk and water jugs, laundry containers, produce and other food containers, and soap bottles; excludes expanded polystyrene containers and plastic containers larger than two gallons, such as buckets and laundry baskets.

RECYCLABLE MATERIALS. Those materials specified by the Township for collection in accordance with this Part and recycling regulations that may be promulgated from time to time for collection, processing, and recovery. These materials include Aluminum Cans, bi-metal containers, corrugated paper, glass containers, Leaf Waste, magazines, mixed paper, newsprint, high grade office paper, and plastic containers.

RECYCLING. The collection, processing, recovery, and sale or reuse of recyclable materials, which could otherwise be disposed of or processed as municipal waste.

RECYCLING CONTAINER. A container designated by the property owner or resident for the storage of recyclable materials. A recycling container may be provided by the Township, property owner, resident or tenant, or the municipal waste collector. A recycling container must be durable, watertight, and be at least 13 gallons in size and no more than 35 gallons with a label indicating the container is for recyclable materials.

SINGLE-FAMILY RESIDENTIAL ESTABLISHMENT. An occupied dwelling unit for human habitation, except multi-family residential establishment with four or more units. Home occupations incidental to the residential use within a dwelling unit are considered a "residential establishment."

SINGLE-STREAM RECYCLING. Refers to a system in which all paper fibers, plastics, metals, tin, and other materials are mixed in a recycling container instead of being sorted into separate commodities (newspaper, paperboard, corrugated fiberboard, plastic, glass, etc.) by the resident.

SOURCE SEPARATION. The separation of recyclable materials from municipal waste at the points of origin for the purpose of recycling.

- (b) All terms not separately defined in this Chapter that are contained in Act 97 and Act 101 are incorporated herein by reference.

§1084.03. Legislative Intent.

- (a) The reduction of the amount of Municipal Waste and conservation of Recyclable Materials is an important public concern because of the growing problem of Municipal Waste disposal and its detrimental impact on the environment. It is the intent of this chapter to require, promote and regulate Recycling activities in the Township and to protect the health, safety and welfare of residents.
- (b) This chapter has been developed to meet and implement municipal responsibilities established under Act 101.

- (c) It is the intent of this chapter to promote intergovernmental cooperation in Recycling activities by and among the municipalities comprising the NMCRC. Such cooperation is intended to more efficiently conduct Recycling programs and to reduce costs.
- (d) The Township's adoption of this chapter anticipates the assignment of certain of its duties and powers under Act 101 to the NMCRC with respect to Recycling activities and enforcement against violations of this chapter. Such assignment of duties and powers will be accomplished in accordance with Section 304(c) of Act 101 and as set forth in this chapter and in the intermunicipal agreement adopted by the member municipalities of the NMCRC. Duties and powers not assigned by this ordinance, the intermunicipal agreement or subsequent agreement shall remain with the Township.

§1084.04. Assignment of Program Responsibilities; Intergovernmental Cooperation.

- (a) The Township recognizes that intergovernmental cooperation among the municipalities comprising the membership of the NMCRC will be of benefit to the Township by more efficiently conducting Recycling program activities. Intergovernmental cooperation efforts will include, but are not limited to, the following:
 - (b) Development and implementation of reporting forms and grant applications and the filing of such forms and applications with the appropriate agencies.
 - (c) Promulgation of rules and regulations pertaining to the Recycling program.
 - (d) Authorization for the NMCRC Solicitor to seek enforcement against violations of this chapter as specified herein.
- (e) Intermunicipal Agreement.
 - (1) In order to implement the intent and terms of this chapter, the Township, pursuant to the authority of the Intergovernmental Cooperation Act, Act of July 12, 1972, codified at 53 P.S. §§ 481 through 490, and Article 9, § 5, of the Constitution of the Commonwealth of Pennsylvania, has determined to enter into an intermunicipal agreement (IMA) between the municipalities comprising the NMCRC.
 - (2) Terms and implementation of IMA. The terms and implementation of the IMA shall be as more fully set forth in the IMA and this chapter, as follows:
 - (i) The NMCRC shall assist in the development, implementation and maintenance of a Recycling program for the municipalities comprising the NMCRC.
 - (ii) The participating municipalities shall certify that they have enacted a municipal Recycling ordinance in a form substantially similar to this chapter by providing an executed and attested copy of the ordinance to the NMCRC Solicitor.

- (iii) The NMCRC shall be authorized to promulgate rules and regulations and administer and enforce those rules and regulations as desired or to delegate such enforcement to the member municipalities.
 - (iv) The NMCRC shall be authorized to enforce the IMA and select municipal ordinances enacted pursuant to the IMA.
 - (v) The purpose of the IMA is to provide a relatively uniform and cost-effective Recycling program for the municipalities comprising the membership of the NMCRC and to minimize duplicative efforts by the member municipalities.
- (3) Findings under Intergovernmental Cooperation Act. As required by the Intergovernmental Cooperation Act of July 12, 1972, P.L. 762, No. 180, as amended, the following matters are specifically found and determined:
- A. The conditions of agreement are set forth in the IMA.
 - B. The duration of the term of the IMA is set forth in §§ 913 and 914 of the IMA.
 - C. The purpose of the IMA is to cooperate with the NMCRC and other participating municipalities in developing, implementing and maintaining a Recycling program.
 - D. The organizational structure necessary to implement the agreement is set forth in the IMA, with which the member municipalities shall cooperate.
 - E. The manner in which property, real or personal, shall be acquired, managed, licensed or disposed of is by way of lease or other contract unless otherwise set forth in the IMA.

§1084.05. Rules for Collection.

The collection of Municipal Waste, Recyclable Materials, and/or Leaf Waste by Municipal Waste Collectors shall be made in compliance with this ordinance, or any other regulations adopted by the Board of Supervisors to carry out the intent and purpose of this Chapter. Such rules and regulations shall be approved by resolution of the Board of Supervisors and, when so approved, shall have the same force and effect as the provisions of this Part. Said rules and regulations may be amended, modified, or repealed by resolution of the Board of Supervisors.

§1084.06 Municipal Waste Requirements.

- (a) All Persons generating Municipal Waste in the Township shall arrange with a Municipal Waste Collector for the collection and transportation of Municipal Waste.

- (b) Municipal Waste shall be placed in Municipal Waste Containers and the Municipal Waste Containers shall be placed curbside or in another designated location for collection by a Municipal Waste Collector. Under no circumstances shall Municipal Waste Containers obstruct the flow or vision of motorists or pedestrians traveling on adjacent roads, streets, or sidewalks.
- (c) Municipal Waste Containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to 6 PM of the day before the collection day. Empty Municipal Waste Containers shall be removed from curbside or in another designated location for collection by a Municipal Waste Collector and returned to the premises no later than 11:59 PM the day after collection.
- (d) In the event that Municipal Waste is not able to be collected, Municipal Waste Containers shall be brought off the curb until the new collection is scheduled.

§1084.07. Recycling Requirements.

- (a) Single-family Residential Establishment.
 - (1) Except as otherwise provided herein, all Persons owning or occupying Single-family Residential Establishments shall separate Recyclable Materials designated in this Chapter from Municipal Waste. Recyclable Materials shall be placed in Recycling Containers and the Recycling Containers placed curbside or in another designated location for collection by a Municipal Waste Collector. Under no circumstances shall Recycling Containers obstruct the flow or vision of motorists or pedestrians traveling on adjacent roads, streets, or sidewalks.
 - (2) The following materials must be recycled at Single-family Residential Establishments: (1) a single-stream mix of Aluminum Cans, Bi-metal Containers, Corrugated Paper, glass containers, High-grade Office Paper, Mixed Paper, Newsprint, and Plastic Containers, and (2) Leaf Waste.
 - (3) All Persons owning or occupying Single-family Residential Establishments must arrange with a Municipal Waste Collector for the separate collection, transportation, and Recycling of Recyclable Materials.
 - (4) Requirements for Collection.
 - (i) All Recyclable Materials must be placed in a Recycling Container separate from municipal and Leaf Waste.
 - (ii) Recyclable Materials must be prepared to prevent the materials from being blown about or littered on streets or on private property. This may include placement of Recyclable Materials in Recycling Containers with latching lids.
 - (iii) No Persons shall place Recyclable Materials in municipal or Leaf Waste containers and no municipal or Leaf Waste shall be placed in Recycling or yard waste containers.

- (iv) Recycling Containers shall be placed curbside or in another location as designated by a Municipal Waste Collector for collection. Under no circumstances shall Recycling Containers obstruct the flow or vision of motorists or pedestrians traveling on adjacent roads, streets, or sidewalks.
- (v) Recycling Containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to 6:00 PM of the day before the collection day. Empty Recycling Containers shall be removed from curbside or in another designated location for collection by a Municipal Waste Collector and returned to the premises no later than 11:59 PM the day after the collection.
- (vi) Recyclable Materials must be clean and dry and prepared according to the requirements of the Township or Municipal Waste Collector.
- (vii) In the event that Recyclable Materials are not able to be collected, Recycling Containers shall be brought off the curb until the new collection is scheduled.

(b) Multi-family Residential Establishments.

- (1) Owners, Landlords, or agents of owners or Landlords of a Multi-family Residential Establishment must establish a system for Source Separation, collection, transportation, and Recycling of the Recyclable Materials designated in this Chapter that are generated at Multi-family Residential Establishments. The system must include an appropriate number of labeled Recycling Containers at easily accessible locations to accommodate the amount of Recyclable Materials generated at each Multi-family Residential Establishment. The system must also include written instructions to the residents of Multi-family Residential Establishments to inform them of the requirement to recycle and the use and availability of the collection program. The Township reserves the right, but not the obligation, to require additional Recycling Containers if the Township deems there are insufficient Recycling Containers to serve residents.
- (2) The following materials are required to be recycled by multi-family establishments at a minimum: Aluminum Cans, Bi-metal Containers, Corrugated Paper, glass containers, High-grade Office Paper, Mixed Paper, Newsprint, Plastic Containers, and Leaf Waste.
- (3) Owners, Landlords, or agents of owners or Landlords of Multi-family Residential Establishments must arrange with a Municipal Waste Collector for the separate collection, transportation, and Recycling of Recyclable Materials.
 - A. No Person shall place Recyclable Materials in municipal or Leaf Waste containers and no municipal or Leaf Waste shall be placed in Recycling Containers.

- B. Recyclable material collection frequency and collection day(s) shall be set by the owner, Landlord, or agent of an owner or Landlord of a Multi-family Residential Establishment and the Municipal Waste Collector and shall occur no less than once a week. More frequent collection of Recyclable Materials may be necessary to prevent Recycling Containers from being overfilled and cause materials to be blown about or littered on Township streets and on private property.
- C. Recycling Containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to 6:00 PM of the day before the collection day. Empty Recycling Containers shall be removed from curbside or in another designated location for collection by a Municipal Waste Collector and returned to the premises no later than 11:59 PM the day after the collection.
- D. Recyclable Materials must be clean and dry and prepared according to the requirements of the Township or Municipal Waste Collector.
- E. In the event that Recyclable Materials are not able to be collected, Recycling Containers shall be brought off the curb until the new collection is scheduled.
- F. Owners, Landlords, or agent of an owner or Landlord who comply with the Chapter shall not be liable for the non-compliance of residents.

(c) Commercial, Institutional, and Municipal Establishments.

- (1) Owners, Landlords, or agents of owners or Landlords of a commercial, institutional, or Municipal establishment must establish a system for source-separation, collection, transportation, and Recycling of Recyclable Materials designated in this Chapter that are generated at each building. The system must include an appropriate number of labeled Recycling Containers at easily accessible locations to accommodate the amount of Recyclable Materials generated at each building. It must also include written instructions to the tenants or occupants to inform them of the requirement to recycle and the use and availability of the collection program. The Township reserves the right, but not the obligation, to require additional Recycling Containers if the Township deems there are insufficient containers to serve occupants or tenants.
- (2) At a minimum, the following materials are required to be recycled in commercial, institutional, and Municipal Establishments: High-grade Office Paper, Corrugated Paper, Aluminum Cans, and Leaf Waste.
- (3) Owners, Landlords, or agents of owners or Landlords of a commercial, institutional, and Municipal Establishments must arrange with a Municipal Waste Collector for the separate collection, transportation, and Recycling of Recyclable Materials.
- (4) No Persons shall place Recyclable Materials in municipal or Leaf Waste containers and no municipal or Leaf Waste shall be placed in Recycling Containers.

- (5) Recyclable material collection frequency and collection day(s) shall be set by the owner, Landlord, or agent of an owner or Landlord of a commercial, institutional, or Municipal Establishment and the Municipal Waste Collector, but shall occur no less than once a month. More frequent collection of Recyclable Materials may be necessary to prevent Recycling Containers from being overfilled and cause materials to be blown about or littered on Township streets and private property.
- (6) Recycling Containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to 6:00 PM of the day before the collection day. Empty Recycling Containers shall be removed from curbside or in another designated location for collection by a Municipal Waste Collector and returned to the premises no later than 11:59 PM the day after the collection.
- (7) Recyclable Materials must be clean and dry and prepared according to the requirements of the Township or Municipal Waste Collector.
- (8) In the event that Recyclable Materials are not able to be collected, Recycling Containers shall be brought off the curb until the new collection is scheduled.
- (9) The Township shall exempt Persons occupying commercial, institutional, and Municipal Establishments from the requirements of this Chapter if those Persons have otherwise provided for the Recycling of materials required to be recycled. To be eligible for exemption, the commercial, institutional, or Municipal Establishment must annually provide written documentation to the Township of the total number of tons recycled.

§1084.08. Recycling Community Activities.

- (a) The organizers or sponsors of a Community Activity must establish a system for Source Separation, collection, transportation, and Recycling of Aluminum Cans, Plastic Containers, glass containers, Corrugated Paper, and High-grade Office Paper. Arrangements for the Source Separation and collection of these materials shall be the responsibility of the organizers or sponsors.
- (b) The organizers or sponsors of a Community Activity must establish a collection system that includes an appropriate number of Recycling Containers at easily accessible locations to accommodate the amount of Recyclable Materials generated. Community Activity organizers and sponsors must provide signage and/or labels on Recycling Containers to indicate what Recyclable Materials are to be source-separated by event participants.
- (c) Organizers or sponsors must arrange with a Municipal Waste Collector for the collection of Recyclable Materials.
- (d) No Persons shall place Recyclable Materials in municipal or Leaf Waste containers and no municipal or Leaf Waste shall be placed in Recycling Containers.
- (e) Recyclable Materials must be clean and dry and prepared according to the requirements of the Township or Municipal Waste Collector.

- (f) Organizers or sponsors of a Community Activity must provide a written report to the Township that lists the name of the Community Activity, the Municipal Waste Collector collecting Recyclable Materials, the total quantity of each recyclable material collected, and the name and affiliation of the Person submitting the report. Reports are to be submitted to the Township no later than thirty (30) days upon the conclusion of the event.

§1084.09. Leaf Waste.

- (a) It is prohibited for any Person in the Township to put or cause to be put Leaf Waste in with Municipal Waste or Recyclable Materials. Leaf Waste shall be source-separated from Municipal Waste and Recyclable Materials generated on any property in the Township and stored in a separate Leaf Waste container until collection.
- (b) Nothing herein shall prevent any Person from utilizing Leaf Waste for compost, mulch, or other agriculture, horticulture, or landscaping purposes on the property where the Leaf Waste is generated.
- (c) Leaf Waste shall be scheduled for collection at least once per month. In the event Township has an agreement with a designated compost facility, collectors may reduce curbside collection of Leaf Waste to once in the spring and once in the fall. Collectors must provide 30 days' notice to customers and the Township of the collection dates for curbside collection of Leaf Waste in the spring and fall.
- (d) Leaf Waste containers shall be placed curbside or in another location as designated by a Municipal Waste Collector for collection. Under no circumstances shall Leaf Waste containers obstruct the flow or vision of motorists or pedestrians traveling on adjacent roads, streets, or sidewalks.
- (e) Leaf Waste containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to 6:00 PM of the day before the collection day.

§1084.10. Ownership of Recyclable Materials.

Nothing in this Chapter or any regulation promulgated pursuant hereto shall be deemed to impair the ownership of Recyclable Materials by the Persons who generated them unless and until separated materials are placed at curbside or similar location and collected by a Municipal Waste Collector.

§1084.11. Municipal Waste Collector Requirements.

- (a) Collection Requirements.
 - (1) Municipal Waste Collectors shall provide separate collection, removal, and transportation services for Municipal Waste, Recyclable Materials, and Leaf Waste.
 - (2) Recycling Containers shall be provided by the Municipal Waste Collector.

- (3) Single-family Residential Establishments. Municipal Waste and Recyclable Materials shall be collected no less than once a week.
 - (4) Multi-family Residential Establishments. Recyclable material collection frequency shall be set by the owner, Landlord, or agent of an owner or Landlord of a Multi-family Residential Establishment and the Municipal Waste Collector but shall occur no less than once a week. More frequent collection of Recyclable Materials may be necessary to prevent Recycling Containers from being overfilled and cause materials to be blown about or littered on Township streets and on private property.
 - (5) Commercial, Institutional, and Industrial Establishments. Recyclable material collection frequency shall be set by the owner, Landlord, or agent of an owner or Landlord of a commercial, institutional, or Municipal Establishment and the Municipal Waste Collector, but shall occur no less than once a week. More frequent collection of Recyclable Materials may be necessary to prevent Recycling Containers from being overfilled and cause materials to be blown about or littered on Township streets and private property.
 - (6) Leaf Waste. All Municipal Waste Collectors shall arrange with their customers to have Leaf Waste collected curbside or in another location as designated by a Municipal Waste Collector for collection separate from Municipal Waste and Recyclable Materials at a frequency of no less than once per month. More frequent collection of Leaf Waste by the Municipal Waste Collector may be necessary to prevent Leaf Waste containers from being overfilled and cause materials to be blown about or littered on Township streets and on private property. In the event Township has an agreement with a designated compost facility, collectors may reduce collection of Leaf Waste to once in the spring and once in the fall upon written approval from the Township.
 - (7) Municipal Waste Collectors shall be responsible for the processing and marketing of the Recyclable Materials or the delivery of Recyclable Materials to a Recycling processor. Such activities may be conducted by the Municipal Waste Collector or any agent thereof or a private entity conducting such business, a nonprofit entity able to undertake such effort or any governmentally owned or operated facility capable of such functions.
- (b) Recordkeeping Requirements.
- (1) Municipal Waste Collectors shall be responsible for obtaining weight and volume data on all Municipal Waste, Recyclable Materials, and Leaf Waste collected.
 - (2) The records shall include the weight of the total quantities of Recyclable Materials and total quantities of Municipal Waste and an estimate of the corresponding volume of material for both Recyclable Materials and Municipal Waste. Estimates of the individual components comprising the commingled Recyclable Materials shall also be provided.
 - (3) Reporting of Leaf Waste may be in the form of estimates on either a cubic yard or tonnage basis collected.

- (4) Written reports shall be provided to the Township and shall include the name and location of the processing center and/or Recyclable Materials dealer. Such reports shall include the name of the market or processor where Recyclable Materials are delivered and shall be signed by an officer of the Municipal Waste Collector. Said data shall be supplied to the on an annual basis by January 30th of each calendar year.
- (5) Municipal Waste Collectors shall maintain records of their collection, removal, transportation and hauling activities and make them available for inspection by the Township, in accordance with the rules and regulations of the Township.
- (6) Municipal Waste Collectors shall provide the Township with a summary of its proposed efforts, including the location of the facility(ies) to which the Recyclable Materials will be delivered. All such facility(ies) shall be appropriately licensed and have necessary approvals. Updates shall be provided to the Township within thirty (30) days of when changes are made to initiating processing and marketing activities.

§1084.12. Prohibited acts.

- (a) It shall be unlawful, and grounds for the suspension or revocation of an authorization, for any Municipal Waste Collector to:
 - (1) Collect or transport Municipal Waste from Persons failing to Source Separate Recyclable Materials and Leaf Waste from Municipal Waste.
 - (2) Comingle or mix Source Separated Recyclable Materials or Leaf Waste collected in the Township with Municipal Waste.
 - (3) Fail to provide for the proper disposal of any Municipal Waste collected or transported within the Township in accordance with this Chapter, county, federal and state laws and regulations.
 - (4) Fail to recycle Recyclable Materials and compost Leaf Waste in accordance with this Chapter and federal and state laws and regulations.
 - (5) Collect Municipal Waste, Recyclable Materials or Leaf Waste between the hours of 8:00 PM and 6:00 AM Eastern Standard Time or, when applicable, between 8:00 PM and 6:00 AM Eastern Daylight-Saving Time. Failure to comply with this provision shall subject a Municipal Waste Collector to enforcement by the Township.
 - (6) Load or operate any vehicle within the Township or transport Municipal Waste, Recyclable Materials, and/or Leaf Waste within the Township in such a manner as to allow Municipal Waste, Recyclable Materials, and/or Leaf Waste to fall upon public roads or upon land abutting the public roads in the Township.
 - (7) Fail to replace the containers with their lids or covers in place at the location of collection in an orderly manner and off roads, streets, and/or sidewalks.

- (b) It shall be a violation of this Chapter for any Person not affiliated with a Municipal Waste Collector to collect or pick up Recyclable Materials. Any and each collection in violation hereof from one or more locations shall constitute a separate and distinct offense punishable as hereafter provided.
- (c) The burning of Municipal Waste, Recyclable Materials and Leaf Waste shall be prohibited at all times in the Township.
- (d) It is unlawful for any Person in the Township to dump or deposit Municipal Waste, Recyclable Materials, Leaf Waste, or any other refuse on any property in the Township.
- (e) Containers of Municipal Waste, Recyclable Materials, Leaf Waste, or any other refuse must not be overfilled to provide for or allow materials to become displaced by natural or manufactured elements.
- (f) All Persons in the Township are prohibited from storing, processing, or disposing of Municipal Waste, Recyclable Materials, and Leaf Waste on a property except at a facility or in preparation for the collection by a Municipal Waste Collector as provided herein. Notwithstanding the foregoing, Leaf Waste may be composted onsite.
- (g) It shall be unlawful and a public nuisance for any Person to violate, cause or assist in a violation of any provision of this Chapter or violate, cause or assist in the violation of any rule, regulation or resolution promulgated by the Board of Supervisors pursuant to this Chapter.

§1084.13. Enforcement, Violations and Penalties.

- (a) Concurrent Jurisdiction. The Township and the NMCRC share concurrent jurisdiction for recycling violations of this ordinance pursuant to the IMA and protocols jointly established from time to time by the NMCRC and participating member municipalities.
- (b) Penalties. Any Person who violates any provision of this Chapter or of the regulations adopted hereunder or any Person who engages in unlawful conduct as defined in this Chapter shall, upon conviction thereof in a summary proceeding before a District Judge, be sentenced to pay a fine of not more than \$10,000 and not less than \$250. Each continuing day of any violation of this Chapter or unlawful conduct as defined in this Chapter shall constitute a separate offense punishable by a like fine or penalty.
- (c) Injunction. In addition to any other remedy provided in this Chapter, the Township may institute a suit in equity where unlawful conduct or a public nuisance exists as defined in this Chapter for an injunction to restrain a violation of this Chapter or any rules, regulations or resolution promulgated or issued by the Board of Supervisors pursuant to this Chapter.
- (d) Concurrent remedies. The penalties and remedies prescribed by this Chapter shall be deemed concurrent. The existence or exercise of any remedy shall not prevent the Township from exercising any other remedy provided by this Chapter or otherwise provided at law or equity.

§1084.14. Construal.

The terms and provisions of this Chapter are to be liberally construed to best achieve and effectuate the goals and purposes hereof this Chapter shall be construed in *pari materia* with the Pennsylvania Code of Regulations, Storage, Collection, and Transportation of Municipal Waste and Act 101, and the rules and regulations adopted thereunder.

SECTION II. Amended and Restated Intermunicipal Agreement – 2024.

Pursuant to Section 2305 of the Pennsylvania Intergovernmental Cooperation Act, that certain intermunicipal agreement entitled Northern Montgomery County Recycling Commission Amended and Restated Intermunicipal Agreement – 2024, which is incorporated herein by reference, is hereby approved for signature and to enter into intergovernmental cooperation in accordance with the provisions set forth therein.

SECTION III. Severability.

The provisions of this Ordinance are severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board of Supervisors that this Ordinance would have been adopted even if such illegal, invalid, or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION IV. Failure to Enforce Not a Waiver.

The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

SECTION V. Effective Date.

This Ordinance shall take effect and be in force from and after its approval as required by the law.

SECTION VI. Repealer.

All other ordinances and resolutions or parts thereof insofar as they are inconsistent with this Ordinance are hereby repealed.

ORDAINED AND ENACTED by the Board of Supervisors of Lower Gwynedd Township, Montgomery County, Pennsylvania, this ____ day of _____, 2024.

SIGNATURES COMMENCE ON THE FOLLOWING PAGE

ATTEST:

**LOWER GWYNEDD TOWNSHIP
BOARD OF SUPERVISORS:**

MIMI GLEASON, TOWNSHIP SECRETARY

By: _____
DANIELLE A. DUCKETT, CHAIRPERSON

DRAFT

Northern Montgomery County Recycling Commission
Amended and Restated Intermunicipal Agreement - 2024

THIS INTERMUNICIPAL AGREEMENT FOR THE NORTHERN MONTGOMERY COUNTY RECYCLING COMMISSION ("Intermunicipal Agreement" or "Agreement") made this ____ day of _____, 2024, by and among the Northern Montgomery County Recycling Commission with a mailing address and meeting location to be established from time to time, (hereinafter the "NMCRC") and the TOWNSHIPS and BOROUGHES which execute this Agreement (hereinafter collectively referred to as "Municipalities" and individually as "Municipality").

RECITALS:

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act of the Commonwealth of Pennsylvania, Act No. 101 of July 28, 1988, P.L. 556 as amended("Act 101"), was enacted, *inter alia*, to empower and require Municipalities to develop and implement source-separation and collection programs for recyclable materials and leaf waste generated within their municipal boundaries including all the powers and duties of the Municipalities under §1501 of Act 101 (hereinafter the "Recycling Program"); and

WHEREAS, the Municipalities desire to continue to participate in the Northern Montgomery County Recycling Commission and assign and delegate to it certain of their powers, duties and responsibilities to operate and carry out the Recycling Program under Act 101 in accordance with this Amended and Restated Intermunicipal Agreement; and

WHEREAS, Sections 304(c) and 1501(a) of Act 101 authorize the Municipalities to contract with persons or entities to perform duties and responsibilities under Act 101; and

WHEREAS, the Municipalities have previously adopted and will adopt ordinances requiring and regulating the recycling of recyclable materials and leaf waste generated within the boundaries of the respective Municipalities and authorizing participation in this Amended and Restated Intermunicipal Agreement; and

WHEREAS, the Municipalities, after due consideration of this undertaking, and taking into consideration the health, safety and welfare of their communities, have determined that they desire to delegate to the NMCRC certain of their duties and powers respecting recycling to develop, implement and enforce a common recycling program; and

WHEREAS, the Municipalities have agreed to act in good faith and to take all necessary and appropriate actions in cooperation with one another to effect the purposes of this Amended and Restated Agreement pursuant to the authority of the Intergovernmental Cooperation Act, Act of July 12, 1972, No. 180, codified at Pa. Stat. Ann. Tit. 53, §481 to 490 (Purdon 1974 and Purdon Supp. 1990) as amended.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, and intending to be legally bound, the parties do hereby agree as follows:

ARTICLE I

DEFINITIONS

101. For purposes of this Agreement, the following capitalized words and phrases, in the absence of clear implication otherwise, shall be given the following respective interpretations:

Leaf Waste - Leaves, garden residues, shrubbery and tree trimmings, and similar materials, but not grass clippings.

Municipal Waste - Municipal Waste as defined by Section 103 of the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, Pa. Stat. Ann. Tit. 35 §6018.101 *et seq.* (Purdon Supp. 1990) ("Act 97") and Section 103 of Act 101, and any rules and regulations promulgated thereunder.

Plan - The latest revision of the County-wide municipal waste management plan developed by the County and approved by DEP, as such may hereinafter be supplemented, revised, amended or modified in compliance with the law.

Northern Montgomery County Recycling Commission - ("NMCRC") the legal entity established by and operating as agent for the Municipalities hereunder who have delegated certain of their duties and powers respecting recycling, including but not limited to the development, implementation, participation in and enforcement of common recycling programs. Presently the NMCRC is comprised of Ambler Borough, Franconia Township, Hatfield Township, Hatfield Borough, Lower Gwynedd Township, Lower Salford Township, Montgomery Township, North Wales Borough, Souderton Borough, Telford Borough, Towamencin Township and shall be deemed to include all new member municipalities and excepting member municipalities who

have completed the withdrawal process.

Recyclable Materials - Materials generated by a Person or Entity which can be separated from Municipal Waste and returned to commerce to be reused as a resource in the development of useful products. Materials which may be recycled include, but are not limited to: glass (clear, brown or green), aluminum, steel and bi-metal cans, high-grade office paper, mixed paper, newspaper), corrugated paper, magazines and other periodicals, plastic containers and other materials as may be designated from time to time as recyclable material.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed of or processed as Municipal Waste or the mechanized separation and treatment of Municipal Waste (other than through combustion) and creation and recovery of reusable materials other than a fuel to produce electrical or thermal energy.

Recycling Collector - A municipal waste collector engaged in the collection, removal, transportation, or hauling of Recyclable Materials.

Recycling Operating Fund - A fund established and maintained by the NMCRC and funded in accordance with Section 502 hereof.

Recycling Ordinances - The ordinances enacted by the Municipalities requiring certain recycling activities by persons residing in the Municipalities.

Operating Year - A calendar year during the term of this Agreement or, as applicable, and prorated, the portion of a year beginning on the date of execution of this Agreement and ending on December 31 of the same calendar year or in the case of the last Operating Year hereunder, the portion of a year beginning on January 1 thereof and ending on the termination date of this Agreement.

Person - Any individual, firm, partnership, corporation, association, institution, cooperative enterprise, trust, municipal authority, federal institution or agency, municipality, other governmental agency or any other legal entity or any group of such persons whatsoever which is recognized by law as the subject of rights and duties.

Yard Waste- Twigs, shrub trimmings, small branches and like vegetative matter.

ARTICLE II

POWERS AND DUTIES DELEGATED TO THE NMCRC

201. Development and Implementation of Recycling Program. The NMCRC shall continue to assist in the development and implementation of a Recycling Program for the Municipalities in the NMCRC, which shall be generally in accordance with Act 101 and the Plan.

202. Assignment of Program Responsibilities; Intergovernmental Cooperation.

A. Each municipality recognizes that intergovernmental cooperation among the municipalities comprising the membership of the NMCRC will be of benefit to the municipality by more efficiently conducting recycling program activities. Intergovernmental cooperation efforts will include, but are not limited to, the following:

(1) Assistance in the Development and implementation of education programs.

(2) Development and implementation of reporting forms and grant applications and the filing of such forms and applications with the appropriate agencies.

(3) Authorization for the NMCRC Solicitor to seek enforcement against violations of specific Ordinance provisions as specified herein and in the Ordinance itself.

(4) The NMCRC may promulgate all necessary rules and regulations to carry out its obligation to develop and implement the Recycling Program and carry out this Agreement.

203. Grant Applications. The NMCRC shall prepare grant applications under Act 101 to be submitted to the Commonwealth on behalf of all the Municipalities in the NMCRC; including applications for individual NMCRC municipalities; subgroups of municipalities within the NMCRC, or all NMCRC municipalities in one application as may be deemed financially beneficial to the municipalities.

204. Reporting to Commonwealth and County. The NMCRC shall determine the amount of waste being recycled in the municipalities and prepare reports as required under §304(f) and 1512(d) of Act 101.

205. Reporting to the Municipalities. The municipal representative shall provide regular reports of the NMCRC activities to his or her municipality.

206. Reports from Recycling Contractors. All copies of reports from the Recycling Contractors required by the Recycling Ordinances, Act 101 or other laws shall be submitted to the NMCRC.

207. Leaf Waste. The NMCRC may assist the municipalities in developing a program for the composting of Leaf Waste.

ARTICLE III

RECYCLING GRANT COORDINATOR AND NMCRC SOLICITOR

301. Position of Recycling Grant Coordinator. The NMCRC may award by contract a person or entity to serve as the Recycling Grant Coordinator on behalf of the NMCRC.

302. Position of Solicitor. The NMCRC shall appoint a solicitor to serve at the pleasure of the NMCRC. During the Solicitor's term of appointment, the Solicitor shall serve as the Open Records Officer for the NMCRC.

ARTICLE IV

THE ROLE OF THE MUNICIPALITIES

401. Duty to Cooperate. The Municipalities shall cooperate with the NMCRC in developing and carrying out the Recycling Program.

402. NMCRC Member and Contact Person. Each Municipality shall appoint a person to serve as a voting commissioner on the NMCRC ("Commissioner"). The Commissioner shall regularly attend all NMCRC meetings and act as a liaison with the municipal manager and members of the governing body.

403. Enforcement. Each Municipality shall have concurrent jurisdiction with the NMCRC for the monitoring and enforcement of the recycling provisions in the Municipal Waste Collection and Recycling Ordinance. Any municipality initiating enforcement efforts shall provide written notice to the NMCRC Solicitor of its intended enforcement efforts. The NMCRC shall likewise provide written notice of any enforcement efforts to the Municipal Manager of the municipality where the alleged violation occurred. The NMCRC may, from time to time, establish

protocols for coordinated enforcement efforts by and between the NMCRC and individual or groups of municipalities against violators of the Municipal Waste Collection and Recycling Ordinances.

404. Municipal Contracts or Recycling Activity. Nothing herein shall be construed to prevent a Municipality from contracting directly with a recycling collector or from carrying out the functions of a recycling collector, provided however that such contractual activity shall be subject to all reporting requirements, other provisions in this Agreement and any rules and regulations promulgated by the NMCRC.

ARTICLE V

FUNDING AND DISBURSEMENTS

501. Recycling Operating Fund. The NMCRC shall establish a Recycling Operating Fund with the monies noted in section 502 below.

502. Monies to be Placed in the Recycling Operating Fund. The following monies shall be placed in the Recycling Operating Fund:

- (1) All grant monies paid to or on behalf of municipalities of the NMCRC from the Commonwealth for recycling activities;
- (2) All fees, fines, penalties, and other revenues collected by the NMCRC in connection with the Recycling Program or its enforcement;

503: Procedure for Grants Paid to Individual NMCRC Municipalities or Subgroups of NMCRC Municipalities. The tonnage reported for each individual municipality shall serve as a baseline for the grant award for each municipality. The baseline award may be increased by creation of municipal subgroups within the municipalities comprising the NMCRC, or submitting a combined single application for all municipalities within the NMCRC. In the event the Recycling Grant Coordinator submits an application for a single NMCRC municipality, that municipality must serve as its own lead municipality for the grant cycle year. In the event the Recycling Grant Coordinator submits a subgroup of NMCRC municipalities for the grant cycle year, one municipality of the subgroup must serve as the lead municipality. The lead municipality will receive the check for the grant award. The lead municipality shall endorse the check over to the NMCRC for deposit into the Recycling Operating Fund or deposit said check and issue a check

payable to the NMCRC for deposit in the Recycling Operating Fund in an amount even with the total grant award for the individual municipality or subgroup. The NMCRC shall pay the amount due and owing to the Recycling Consultant and withhold funds for the operation of the NMCRC. The NMCRC shall duly distribute the final grant award (less recycling consultant fees and withholding of operating funds) to the individual municipality or municipalities in the subgroup at the same time grant awards are distributed to the other municipalities in the NMCRC for the grant cycle year. In the event of an audit of any single NMCRC municipality, one or more NMCRC subgroups or the entire NMCRC, the NMCRC may temporarily withhold funds at the discretion of a majority of Commissioners.

504. Use of the Recycling Operating Fund. The Recycling Operating Fund shall be used to pay for all expenditures incurred by the NMCRC in carrying out the powers and duties delegated under this Agreement. The Recycling Operating Fund shall also be used to pay the costs of recycling expenses of the NMCRC, including but not limited to legal, accounting, insurance, Recycling Grant Coordinator fees, and other consulting expenses on an as-needed basis. The NMCRC shall determine from time to time the level at which the Operating Fund shall be maintained so as to make provision for the expenses of operating the Recycling Program, including but not limited to all reasonably possible contingencies.

505. Disbursements to Municipalities. The NMCRC shall regularly disburse net proceeds (after deducting operating costs and reserves for eighteen (18) months of operating expenses) from the prior year to the member municipalities in accordance with the tonnage collected in each municipality.

506. Accountability. The NMCRC shall create a proposed annual budget and revise the proposed annual budget until it is adopted by the NMCRC. The NMCRC shall engage the services of a qualified financial auditor in order to audit the receipt and disbursement of funds on an annual basis. The NMCRC Treasurer shall provide financial reports to include the present balance and a full accounting of monies received and spent by the NMCRC for all bank accounts.

ARTICLE VI

COVENANTS

601. Additional Actions. The parties hereto shall in good faith during the term of this Agreement take all such actions as may be necessary or appropriate to carry out the purposes of this Agreement, the Municipal Recycling Ordinances and the Plan.

ARTICLE VII

DISPUTE RESOLUTION

701. Submission of Disputes. Any dispute between any of the parties arising under this Agreement which the parties are unable to resolve by themselves, after undertaking in good faith so to resolve such dispute, shall be submitted to informal arbitration. Such arbitration shall be conducted by a panel of arbitrators ("Arbitration Panel") consisting of an arbitrator selected by each party to the dispute and a neutral arbitrator selected by the foregoing arbitrators. The arbitration procedures shall be agreed upon by the Arbitration Panel and a ruling shall be made as promptly as possible and in no event longer than thirty (30) days. Unless otherwise agreed in advance by parties, the ruling shall not be final or binding and no judgment thereon may be entered. The parties will, however, consider the ruling in good faith.

702. Judicial Resolution. If the controversy shall not have been resolved in accordance with Section 701, then any party shall have the right to submit the justiciable issues of such a dispute *de novo* to the Court of Common Pleas of Montgomery County. All parties submit themselves to the jurisdiction of such court and agree to accept service of process. Any dispute so submitted shall be resolved in accordance with the judicial process of the Commonwealth of Pennsylvania.

ARTICLE VIII

REPRESENTATIONS

801. Representations and Warranties. The NMCRC and each such Municipality represent and warrant as to itself and to one another that:

(1) Each has all requisite power and authority to enter into the Agreement, to engage in the transactions contemplated hereby, and to perform its obligations hereunder in accordance with the terms thereof.

(2) The execution, delivery and performance of this Agreement by it has been duly authorized by all necessary action, and its undersigned officers have been authorized by all necessary action to execute and deliver this Agreement on its behalf

(3) This Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof.

(4) The execution, delivery and performance by it of this Agreement do not and will not (i) require any consent or approval of any Person which has not been duly obtained, (ii) violate any provision of any governmental rule presently in effect having applicability to it, or (iii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other material agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected.

ARTICLE IX

MISCELLANEOUS

901. Effect of Breach.

(1) Each party specifically recognizes that any other party is entitled to bring suit for injunctive relief, mandamus, or specific performance or to exercise other legal or equitable remedies to enforce the obligations and covenants of each party hereto. It is recognized that the successful operation of the Recycling Program is vital to the health, safety and welfare of the public in the Municipalities.

(2) In addition to, and without limitation of the rights of the NMCRC under clause (1) above, upon the occurrence and during the continuance of an Event of Default (as defined below), the NMCRC may, by notice to the defaulting Municipality, terminate this Agreement as to such Municipality. The termination of, or breach of, this Agreement as to any Municipality shall not affect this Agreement or obligations of the other Municipalities hereunder.

902. Event of Default. The following shall constitute an event of default under this Agreement ("Event of Default"):

(1) The persistent or repeated failure or refusal by such Municipality to fulfill, substantially in accordance with this Agreement, all or any of its Obligations under this Agreement on the part of the Municipality provided:

A. the NMCRC shall have given written notice to such Municipality specifying such failure or refusal to fulfill such obligations; and

(2) Such Municipality shall not have remedied such failure within thirty (30) days from the date of such notice, or if such failure is not capable of being remedied within such thirty (30) day period, such Municipality shall not have commenced such remedy within such period and diligently pursued such remedy until such obligation or obligations have been fulfilled but, in any case, such failure shall become an Event of Default within ninety (90) days after such notice; or

(3) A bankruptcy, winding-up, reorganization, insolvency, arrangement or similar proceeding instituted by or against such Municipality under the laws of any jurisdiction, which proceeding has not been dismissed within ninety (90) days; or

(4) Any action or answer by such Municipality approving of, or consenting to, or acquiescing in, any such proceeding; or

(5) The levy of any distress, execution or attachment upon the property of such Municipality, any of which shall substantially interfere with the NMCRC's performance hereunder.

903. Limited Obligation. Notwithstanding any other provisions of this Agreement, any and all obligations of the NMCRC under this Agreement shall be limited to the extent that monies are available in the Recycling Operating Fund to permit such obligations to be fulfilled. Neither the NMCRC or the Municipalities shall have any obligations by reason of this Agreement other than those expressly set forth herein.

904. Assignability and Transferability. No assignment of this Agreement for the purpose of administering the Recycling Program and no transfer of the obligations of any party shall be authorized or permitted by any party.

905. Waiver Not to be Construed. No waiver by the NMCRC or any Municipality of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, whether the same or of a different section, subsection, paragraph, clause or other

provision of this Agreement. The failure of either party to insist in anyone or more instances upon strict performance, if any, of the terms, covenants, agreements or conditions in this Agreement shall not be considered to be a waiver or relinquishment of such term, covenant, agreement or condition, but the same shall continue in full force and effect.

906. Amendments. This writing represents the entire agreement among the parties and supercedes and replaces, in their entirety, all previous Intermunicipal Agreements and amendments thereto upon being duly adopted by all participating municipalities. The terms and provisions of this Amended and Restated Intermunicipal Agreement 2024 may not be amended, supplemented, modified or waived, except by an instrument in writing, authorized and executed by the NMCRC, and all current member municipalities of the NMCRC. Any such amendment, supplement, modification or waiver entered into, executed and delivered in accordance with the provisions of this Section shall be binding upon each of the parties to this Agreement.

907. Duplicate Originals. This Agreement may be executed in separate counterparts, any of which shall be regarded for all purposes as duplicate originals.

908. Property. The manner in which any property, real or personal, shall be acquired, managed, licensed or disposed of is by way of transfer, lease or other contract as is determined by the NMCRC to be in the best interests of the Recycling Program.

909. Additional Parties. This Agreement may also be executed by additional municipalities at a later date, with the approval of the NMCRC. Such agreement shall be effective upon execution by the NMCRC and any other municipality not a party hereof. No approval of the Municipalities is required to effectuate such agreements.

910. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, provided it does not materially alter the substance of the agreement between the parties, such holding shall not invalidate or render unenforceable any other provision or part of a provision hereof.

911. Uniformity. This Agreement shall be applied uniformly to all Municipalities in accordance with its terms.

912. Notices. All notices required hereunder to any party shall be in writing and sent by same day or overnight delivery or Registered Mail Return Receipt Requested to the following

addresses or to such other addresses as determined by the NMCRC or member municipality upon written notice sent via regular mail to all parties:

THE NORTHERN MONTGOMERY COUNTY RECYCLING NMCRC:

The Northern Montgomery County Recycling Commission
c/o Mark A. Hosterman, Solicitor
Wisler Pearlstine, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422

THE MUNICIPALITIES:

At the address set forth on the applicable signature page hereto.

913. Effective Date. This Agreement shall take effect on the date the last Municipality adopts the requisite ordinance. All other previously existing Intermunicipal agreements forming and governing the Northern Montgomery County Recycling Commission shall be null and void on the effective date hereof.

914. Termination Date. This Agreement will terminate five (5) years from the effective date and thereafter automatically renew, without further action, for successive additional one-year (1) terms unless a majority of NMCRC Commissioners vote to terminate this Agreement.

915. Distribution of Funds Upon Termination. Any and all funds of the NMCRC shall be refunded pro rata to the municipalities based upon the latest tonnage data.

916. Withdrawal. Any member municipality may withdraw effective December 31st of any calendar year, provided at least ninety (90) days written notice is provided to the NMCRC of the municipality's intention to withdraw. The notice of withdraw shall then be followed by an ordinance or resolution, duly adopted by the municipality terminating participation in the Intermunicipal Agreement, effective December 31st of the aforesaid calendar year. A copy of such duly executed and attested ordinance, shall be forwarded to the NMCRC in accordance with the notice provisions in this Agreement. Any such withdraw shall not affect the withdrawing municipality's disbursement of proceeds for the last calendar year of participation.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have **duly** executed this Agreement the day and year first above mentioned.

**The Northern Montgomery County
Recycling Commission**

Attest: _____ By: _____
_____, Chairman

Date: _____

Ambler Borough

Attest: _____ By: _____

Date: _____

Address: Ambler Borough Hall
131 Rosemary Avenue
Ambler, PA 19002

Franconia Township

Attest: _____ By: _____

Date: _____

Address: 617 Allentown Road
Telford, PA 18969

Hatfield Borough

Attest: _____ By: _____

Date: _____

Address: 401 South Main St.
P.O. Box
Hatfield, PA 19440

Hatfield Township

Attest: _____ By: _____

Date: _____

Address: 1950 School Road
Hatfield, PA 19440

[Signature page continues]

Lower Gwynedd Township

Attest: _____ By: _____

Date: _____ Address: 1130 North Bethlehem Pike
Spring House, PA 19477

Lower Salford Township

Attest: _____ By: _____

Date: _____ Address: 379 Main Street
Harleysville, PA 19438

Montgomery Township

Attest: _____ By: _____

Date: _____ Address: 1001 Stump Road
Montgomeryville, PA 18936

North Wales Borough

Attest: _____ By: _____

Date: _____ Address: Municipal Building
300 School Street
North Wales, PA 19454

Souderton Borough

Attest: _____ By: _____

Date: _____ Address: 31 West Summit Street
Souderton, PA 18964

[Signature page continues]

Telford Borough

Attest: _____ By: _____

Date: _____ Address: 50 Penn Avenue
Telford, PA 18969

Towamencin Township

Attest: _____ By: _____

Date: _____ Address: 1090 Troxel Road
Lansdale, PA 19446



October 2, 2024

Mimi Gleason
Township Manager
Lower Gwynedd Township
1130 N. Bethlehem Pike
Spring House, PA 19477

RE: **Proposal for Traffic Signal Services**
2024 GLG - Welsh Road Signal Upgrades
Welsh Road (S.R. 0063) and Evans Road
Welsh Road (S.R. 0063) and Darden Drive/Gwynedd Crossings Access
Lower Gwynedd Township, Montgomery County, PA

Dear Ms. Gleason:

Bowman Consulting Group, Ltd. (Bowman) is pleased to provide this proposal for traffic signal design services for traffic signal improvements at (2) two signalized intersections. Based upon the Green Light Go (GLG) grant award it is our understanding that the services to be performed pursuant to this agreement are limited to the improvements summarized below.

Welsh Road (S.R. 0063) and Evan Road

- Upgrade existing loop detections with video detection and dilemma zone radar detection
- Replace existing wireless radio communication equipment
- Installation of new base mounted controller assembly

Welsh Road (S.R. 0063) and Darden Drive/Gwynedd Crossings Access

- Upgrade existing loop detections with video detection and dilemma zone radar detection
- Replace existing wireless radio communication equipment
- Upgrade existing controller timer unit

Please note that this proposal is the product of Bowman Consulting Group, Ltd. and it has been prepared exclusively for review only by Lower Gwynedd Township. Further distribution of this proposal or any portion of its contents to anyone else is not authorized without the written consent.

SCOPE OF SERVICES

The services to be performed pursuant to this agreement are strictly limited to those expressly set forth herein. No additional services will be provided unless requested and agreed to in writing. The specific Tasks to be completed as part of this proposal are as follows:

- Task 1: Traffic Signal Design
- Task 2: Construction Plan and Bid Documents
- Task 3: Construction Services

Task 1: Traffic Signal Design

Bowman will utilize the existing traffic signal permit plans available from PennDOT to develop the revised traffic signal permits for the proposed signal equipment upgrades listed above. Additionally, Bowman will field verify the existing conditions and plans. The plans will be submitted to PennDOT 6-0 for review and approval. A scope of work is as follows:

Traffic Signal Permit Plan

The traffic signal permit plans will be consistent with PennDOT District 6-0 standards, including Publication 14M, Design Manual Part 3, Publication 148, Traffic Standards (TC-8800), and Publication 149 - Traffic Signal Design Handbook. The plans will be presented at 1" =25' scale and will illustrate the existing legal right-of-way, locations of traffic signal supports, detection systems, traffic signs, pavement marking, pavement widths, and the phasing, timing and sequencing for the signals. The plans will be completed utilizing Bowman's computer aided design system (CADD).

This scope of work does not include any boundary research, parcel research, or time to prepare future plats, plans and legal documents associated with the project. It is assumed all work will be within the available legal right-of-way.

Traffic Signal System Plan

The project intersections are part of an existing signal system (I-0011) along the Welsh Road and Bethlehem Pike corridors. Bowman will update the traffic signal system permit plan to show the new detection system at the project intersections.

Signal retiming is not part of the project scope of work. If timing improvement is requested, turning movement counts during the peak periods will be conducted to prepare a capacity analysis and optimizing the proposed timings for the project intersection. These services will not be provided without approval of an Extra Work Authorization.

Traffic Signal Report

Bowman will document the design of the traffic signal modifications as required by PennDOT. Significant elements include descriptions of the roadway & traffic data, pedestrian accommodations (incorporation of the Pedestrian Study), and all signalization design elements such as clearance timings and equipment locations. All data will be presented for PennDOT's review and approval in a Traffic Signal Report to be submitted as part of the initial submission along with the traffic signal plans.

TE-160 Form

The TE-160 form is a standard PennDOT form that is required to be signed by the Municipality. This process also requires the final plan to be signed electronically by the Municipality. Bowman will complete the form and coordinate to get these documents signed and submitted as needed.

Task 2: Construction Plans and Bid Documents

Upon approval of the traffic signal permit plans, Bowman will prepare construction plans and bid document package for advertisement of the project and to be utilized by the contractor in completing this project. Bowman will prepare contract documents for Lower Gwynedd Township for review and approval. Once approved by the Township, the project will be advertised. Bowman anticipates the use of PennBID for the advertisement of the project. All bid documents will be prepared for use with PennBID. The bid document package will include the following items:

Construction Plans

Bowman will prepare construction plans for use by the contractor in completing this project. The construction plans will illustrate information shown on the permit drawing, but also include details regarding the proposed intersection modifications including the electrical distribution system proposed signal equipment, signal heads and signs, and available utility information within the immediate vicinity of the intersection. The plans will also detail any specifications that the Township may require.

Based on the improvements proposed at the project intersections, it is NOT anticipated that a temporary traffic signal plan will be necessary. If it is determined that one is necessary, an Extra Work Authorization will be provided for approval prior to proceeding.

Utility Coordination

Bowman will initiate contacts with the Pennsylvania One Call System in accordance with Act 287 and obtain the listing of utility companies with facilities in the project area. We will also request that the facilities forward copies of their current plans showing the location of underground and surface utilities. If necessary, as requested by involved utilities, we will forward copies of our base plans to the utilities for their mark-up showing the location of their existing facilities. These facilities will be plotted onto our base plans in AutoCAD format.

Pennsylvania Department of Labor – Request for Prevailing Wage Rates

Bowman will complete and submit a request for prevailing wage predetermination from the Commonwealth of Pennsylvania, Department of Labor and Industry. Upon receipt of the most recent wage rates prior to letting the project for bid, Bowman will incorporate them into the contract bid documents.

Construction Bid Documents

Bowman will prepare specifications adequate to clarify the contract documents. We will incorporate equipment preferences of the Township into the construction specifications. The bid documents will be prepared as a line item bid, include the following sections and be prepared in accordance with the EJDCDC recommended format:

- Advertisement
- Instructions to Bidders
- Form of Proposal
- Form of Guaranty
- General Conditions
- Special Conditions
- PA Prevailing Wage Predetermination
- Construction Specifications including special provisions
- Form of Agreement
- Contract Bond
- List of Contract Drawings

Please note that Bowman will respond to questions from any prospective bidders as well as issue addendums, as necessary, and as requested, during the bidding period. Furthermore, Bowman will evaluate bids received and submit a recommendation for award of the project contract to Lower Gwynedd Township within five (5) working days after receipt of bids.

Task 3: Construction Services

As directed by the Township, Bowman will represent the Township during the course of construction to observe the construction of the signal improvements. The construction services fees are on a time-and-material, estimate basis and will be billed according to the approved Hourly Rate Schedule for Lower Gwynedd in effect at the time these services are provided. We will only invoice actual time and expenses. At the approach of the limit (75%), we will contact you to determine if authorization for further services is necessary. Services include construction coordination meeting, shop drawing review, response to RFI's, payment review, and final inspection meeting.

Construction Coordination Meetings

Bowman anticipates attendance at a project pre-construction meeting and final inspection meeting with the contractor, PennDOT and the Township. After construction and before signal acceptance, our office will issue a punch list to the contractor and monitor the completion of the punch list. Bowman will also attend any pole/controller spot meeting(s) with the contractor, PennDOT and the Township.

Review of Shop Drawings

As directed, Bowman will review the shop drawings submitted by the Contractor for all materials/equipment associated with the traffic signal improvements. Written comments or approval will be provided to the Contractor within five (5) days of receipt of the submission.

Construction Observation

This service includes visits to the site to inspect job progress, materials installed, contractor workmanship, and maintenance and protection of traffic in the work area. Bowman will also have a representative present during key phases of the traffic signal construction.

As-Built Plans

Bowman will prepare as-built traffic signal permit and construction plans to reflect any field changes during construction. Bowman will submit the as-built permit plans to PennDOT for approval.

TSAM Updates

Bowman will update signal information in PennDOT's Traffic Signal Asset Management System (TSAMS) upon completion of the projects, including, but not limited to, upgrading, replacement, installation or removal of signal structure, equipment, signal-related components, controller, detection system, signal retiming and pedestrian signals.

SCHEDULE

We will proceed upon receipt of your signed authorization of this proposal. *The anticipated project duration for engineering/permitting/bidding is 9-12 months.* The anticipated schedule for the submission process is based on previous experience with the Department on similar type projects. Bowman will coordinate directly with the Department to try and meet the schedule summarized below:

Task	Completion
Task 1: Traffic Signal Design	four (4) to six (6) weeks after NTP
Task 2: Construction Plan and Bid Documents	Four (4) weeks after issuance of PennDOT Permit
Task 3: Construction Services	Ongoing throughout the construction phase

FEE

The fee for the scope-of-work documented in each task will be billed on a lump sum basis, unless otherwise noted, as follows:

Task 1: Traffic Signal Design	\$ 15,000
Task 2: Construction Plans and Bid Documents.....	\$ 16,000
Task 3: Construction Services (Hourly Estimate)	\$ 10,000*
Total	\$ 41,000

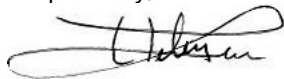
*** We have provided an estimated fee for budgeting purposes as the level of work is unknown at this time. If there are changes to the fee, we will contact you for authorization prior to continuing.**

This **fee is exclusive of reimbursable and out-of-pocket expenses** including ATR rental, Miovision video data processing fees, reproduction, overnight mail packages, plotting, graphics, personal automobile usage, tolls, permit fees, and other incidental expenses, and will be billed in accordance with the attached **SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES**. Additionally, meeting preparation and/or attendance, will be invoiced separately on a time-and-materials basis according to the approved Hourly Rate Schedule for Lower Gwynedd Township in effect at the time these services are provided., If any adjustments to the above scope-of-services are required, we will prepare an Extra Work Authorization, as requested. Any additional services will be billed according to the approved Hourly Rate Schedule for Lower Gwynedd Township in effect at the time the services are provided.

The individual signing this Proposal acknowledges that he or she has received and read Bowman Consulting Group Ltd.'s ("Bowman") Standard Terms and Conditions and agrees on behalf of the Client, to be bound by them.

If you have any questions, or require further information, please feel free to contact me at hlam@bowman.com. We appreciate the opportunity to submit a proposal on this project and look forward to working with you.

Respectfully,



Helen Lam, P.E.
Project Manager



Attachments

cc: Chad Dixson, Bowman Consulting Group Ltd

Accepted for Lower Gwynedd Township by:

I have reviewed all terms of this contract, and I am authorized to sign in the space below for execution of this contract.

By: _____

(Signature of Authorized Representative)

(Printed Name of Authorized Representative)

Title: _____

Date: _____

V:\314087 - Lower Gwynedd Township\314087-01-001 (TRA) - General Services\Engineering\Proposals\Welsh Rd GLG\Welsh Road GLG Proposal.docx



BOWMAN CONSULTING GROUP LTD.

SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES

January 2024

Reprographic Services

B&W Photo Copies	\$0.35/sf, or \$0.23 for 8-1/2" x11" sheet
Color Photo Copies	\$0.50/sf, or \$0.32 for 8-1/2" x11" sheet
Printing (bond)	\$0.35/sf, or \$2.10 for 24" x 36" sheet
Printing (mylar)	\$3.00/sf, or \$18.00 for 24" x 36" sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

Delivery Services

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

Travel

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: Bowman

/ Client



McMahon, a Bowman Company
Hourly Rates
 2024

CLASSIFICATION	HOURLY RATES
Principal/Branch Manager/Service Leader	\$220.00/HR
Senior Project Manager	\$205.00/HR
Survey Manager/Senior Technical Lead	\$195.00/HR
Project Manager/Technical Lead II	\$180.00/HR
Assistant Project Manager/Technical Lead I	\$165.00/HR
Senior Project Engineer/Senior Survey Technician	\$150.00/HR
Project Engineer	\$140.00/HR
Survey Party Chief	\$135.00/HR
Staff Engineer/Inspector	\$115.00/HR
Senior Technician/Survey Technician/Drone Pilot	\$105.00/HR
Technician/Admin/Survey Technician	\$ 95.00/HR
Field Personnel	\$ 65.00/HR

SERVICES

McMahon, a Bowman Company reserves the right to make adjustments for individuals within these classifications as may be desirable in its opinion by reason of promotion, demotion, or change in wage rates. Such adjustments will be limited to the manner in which charges are computed and billed and will not, unless so stated in writing, affect other terms of an agreement, such as estimated total cost. The following rates will apply to actual time devoted by McMahon, a Bowman Company staff to this project computed to the nearest quarter hour.

TERMS

1. Invoices – McMahon, a Bowman Company will invoice Client monthly or more frequently based on percentage of completion or actual hours, plus expenses. Payment is due to McMahon, a Bowman Company within 30 days of the invoice date. Unpaid balances beyond 30 days are subject to interest at the rate of 1.5% per month. This is an annual percentage rate of 18%.
2. Confidentiality – Technical and pricing information in this proposal is the confidential and proprietary property of McMahon, a Bowman Company and is not to be disclosed or made available to third parties without the written consent of McMahon, a Bowman Company.
3. Commitments – Fee and schedule commitments will be subject to renegotiation for delays caused by the client’s failure to provide specified facilities or information, or any other unpredictable occurrences.
4. Expenses – Traffic data collection equipment usage will be billed at \$50.00 per 24-hour count. Drone equipment usage, inclusive of insurance costs, will be billed at \$250/day, or portion of a day. Incidental expenses are reimbursable at cost. These include reproduction, postage, graphics, reimbursement of automobile usage at the IRS-approved rate, parking and tolls. Expenses which by company policy are not billed as reimbursable expenses to clients and therefore, will not be billed as part of this contract include the following: air travel, rental car, lodging, meals, and long-distance phone charges between McMahon, a Bowman Company offices. If it becomes necessary during the course of this project to travel elsewhere, those travel costs will be treated as reimbursable expenses. These expenses will be reflected in the monthly invoices.
5. Attorney’s Fees – In connection with any litigation arising from the terms of this agreement, the prevailing party shall be entitled to all costs including reasonable attorney’s fees at both the trial and appellate levels.
6. Ownership and Use of Documents – All original drawings and information are to remain the property of McMahon, a Bowman Company. The client will be provided with copies of final drawings and/or reports for information and reference purposes.
7. Insurance – McMahon, a Bowman Company will maintain at its own expense Workman’s Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance and, upon request, will furnish the client a certificate to verify same.
8. Termination – This agreement may be terminated by the authorized representative effective immediately on receipt of written notice. Payment will be due for services rendered through the date written notice is received.
9. Binding Status – The client and McMahon, a Bowman Company bind themselves, their partners, successors, assigns, heirs, and/or legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

Initials: McMahon, a Bowman Company ____ / Client ____

Bowman

TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from Bowman Consulting Group, Ltd. ("Bowman") to _____ ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

1. Scope of Services. Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

3. Payment Terms. Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

Initials: Bowman ____ / Client ____

4. Retainer and Other Payments. Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.

5. Client Duties and Responsibilities. Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

6. Insurance. Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

7. Potential Liability of Bowman. The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

- (a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. Certificate of Merit. In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of Bowman.

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project,

Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. Limits of Scope.

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment

or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.

(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

14. Fees by Hourly Rate Schedule. If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

15. Covenants Benefiting Third-Parties. Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by

Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Bowman

October 1, 2024

Ms. Mimi Gleason
Township Manager
Lower Gwynedd Township
1130 North Bethlehem Pike
Spring House, PA 19477

RE: **Engineer's Recommendation of Award**
Traffic Signal Pole Replacement
Bethlehem Pike (S.R. 2018) and Dager Road
Lower Gwynedd Township, Montgomery County, PA
Bowman Project No. 314087-01-007

Dear Ms. Gleason:

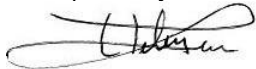
Bowman Consulting Group, Ltd. (Bowman) has reviewed the bids received on September 30, 2024, for the above referenced project. Below is a summary of the bids received from the two (2) contractors:

	Company	Total Base Bid	Status
1	Armour & Sons Electric, Inc.	\$67,840.00	Verified
2	Lenni Electric Corporation	\$89,652.25	Verified

The summary tab from PennBID is also attached for your records. Our office recommends that the governing body consider awarding the contract to the qualified low bidder, Armour & Sons Electric, Inc., of 23 East Cabot Boulevard, Langhorne, PA 19047 at the October 8, 2024, Board of Supervisors meeting.

If you have any questions, concerns, or require additional information, feel free to contact me at 215-433-1664.

Respectfully,



Helen Lam, P.E.
Project Manager

/lsw
Attachment

cc: Chad Dixson, Bowman
Jamie Worman, Lower Gwynedd Township
Fred Zollers, Lower Gwynedd Township



MEMORANDUM

ATTN: Board of Supervisors
DATE: Friday, October 4, 2024
FROM: Jamie P. Worman, Assistant Township Manager
SUBJ: **AMO Remaining Scope of Work-Authorization to proceed**

Lower Gwynedd Township has been working with AMO on a piece of land in Lower Gwynedd Township, formerly owned by BASF, which the Township acquired from them back in 1999 in conjunction with Ambler Borough. The site was required to go through the Act 2 process with PADEP. The Township has been working to execute an Environmental Covenant for this area, which is now Pen-Ambler Park and due to the recreational use, an Act 2 clearance is required, and an Environmental Covenant must be recorded. AMO Environmental Decisions (Jay Ash) has been working as the environmental study and remediation professional for this site. AMO performed testing and analysis, and their findings resulted in a list of remediation tasks to be implemented to receive approval and move forward with this covenant.

These tasks are complete, and a draft report has been prepared by AMO. AMO must now finalize the report and submit it to PADEP and complete the few remaining tasks listed in the attached scope of work. Upon completion and approval from PADEP, the Township Solicitor will prepare and record an Environmental Covenant.

Recommended motion: Motion to approve the revised scope of work and the additional expense for the completion of the stated tasks in the amount of \$18,512.00.



October 3, 2024

[Transmitted via Internet Mail](#)

Ms. Jamie P. Worman
Assistant Township Manager
Lower Gwynedd Township
1130 N. Bethlehem Pike
P.O. Box 625
Spring House, Pennsylvania 19477

Subject: Projected Scope of Work and Budgetary Estimate for Act 2 Final Report Completion Tasks; Lower Gwynedd Township, Pen Ambler Park Property

Dear Ms. Worman:

AMO Environmental Decisions (AMO) is pleased to provide Lower Gwynedd Township (the Township) with the following projected scope of work for completion of final reporting tasks under Pennsylvania's *Land Recycling and Environmental Remediation Standards Act (Act 2)*.

Projected Scope of Work

AMO has assisted the Township and its Engineers with completion of remedial actions, in the form of engineering controls (caps), at isolated locations of the subject property. This work followed AMO's completion of soil sampling/analysis tasks, which defined the boundaries of the caps. The associated Act 2 *Notice of Intent to Remediate* (NIR) was submitted to the Pennsylvania Department of Environmental Protection (PADEP), Township, and public in March 2022.

Upon completion of the above, AMO performed applicable assessments of property conditions, and submitted its *draft FINAL REPORT: Site Investigation & Remedial Action Results for Pen Ambler Park Soil* to the Township for review and approval in August 2024. The Township has provided no comments and AMO intends to finalize the *Final Report* along with applicable Act 2 administrative and public notice documentation. Tasks remaining to complete this final Act 2 submission are described below. It is noted that all were anticipated in our January 2021 scope of work. However, several unanticipated actions were required of AMO over the past three and a half years, which exhausted the 2021 budget. Such actions included, but were not limited to, additional sampling analysis to appease PADEP's delineation desires, support to the Township Engineer regarding modifications to the retention basin beneath the parking lot cap, and multiple site visits and consultations regarding the adequacy of capping.

Final Report: AMO will finalize the draft report submitted to the Township in August 2024. We have assumed a nominal amount of time for this task. Please email me to confirm there are no comments and finalization of the report is desired.

Administrative Documents: AMO will prepare Act 2 administrative notifications and related documentation on behalf of the Township once the above confirmation is received. The following lists the remaining notification/documentation tasks.

Notice of Final Report

Public Notice Documentation

Municipal Notice Documentation

Signatures & Seals of Final Report Authors

Final Report Checklist

Final Report Submission Transmittal Sheet

Final Report Summary.

All of the above will be submitted to the Township for review and approval prior to being submitted to the public or PADEP.

General Consultation: AMO assumes no further consultation with representatives of the Township or PADEP will be required to complete the *Final Report* or administrative documents.

An *Environmental Covenant*, consistent with recreational use of the subject property, will be required as a condition of PADEP's approval of the *Final Report*. It is our understanding that the *Environmental Covenant* will be prepared by legal counsel for the Township, and AMO's support will not be requested.

PADEP's *Release from Liability* is anticipated following its review/approval of the *Final Report*, and the Township's execution of the *Environmental Covenant*.

Projected Schedule & Costs

AMO will be prepared to initiate work under this assignment immediately upon receipt of the Township's authorization to proceed. It is reasonable to assume our work can be completed by early to late-October.

The following summarizes our budgetary estimate for the above work. AMO will perform project activities on a time and materials basis, under the January 11, 2021 *Professional Services Agreement* (PSA) between the Township and AMO. We will not exceed the given total projected costs without the Township's prior approval.

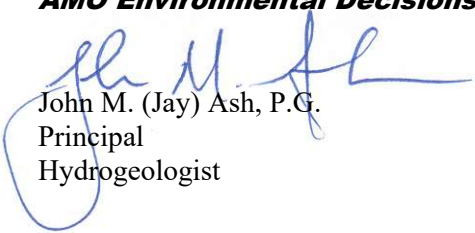
Task	Labor & ODCs⁽¹⁾
Projected Labor Costs	\$ 17,037
Projected Other Direct Costs	\$ 1,476
Total:	\$ 18,512



Thank you again for the opportunity to assist the Township with this important project. Assuming the Township is in agreement with our projected scope of work, your authorization to proceed may be provided through your preference of email (jash@amoed.com) or facsimile (215-230-8283). As always, please call me at 610-761-9970 if you have any questions regarding this work.

Respectfully,

AMO Environmental Decisions


John M. (Jay) Ash, P.G.
Principal
Hydrogeologist

cf: File

Revised: 10/03/24

Summary of Projected Costs

AMO Labor*	Project Mgr.	Geologist/ Field Ops. Ldr.	Geologist/ Env. Scientist	Sr. Geologist/ GIS Analyst	Tech./Admin.	Total
General Consultation/Meetings						
PADEP						0
Lower Gwynedd			Completed			0
BASF						0
Act 2 Report Preparation						
Draft Final Report preparation			Completed			0
Site visit (cap recon) (1 d)						0
Finalization of Final Report and submission	24			24		48
Consultation/meetings w/ PADEP						0
Consultation/meetings w/ Twp			Completed			0
Project management						0
Act 2 Administrative Documents Preparation						
Draft PADEP NIR & NFR documents preparation	12		2	2		16
Draft NFR newspaper/public notice preparation	2		2			4
Final PADEP NIR & NFR documents prep and subm	4		2	2		8
Final NFR newspaper/public notice prep and subm	2		2			4
Consultation w/ PADEP	2			2		4
Consultation/meetings w/ Twp	2			2		4
Project management	4				2	6
Environmental Covenant Preparation						
Draft Environmental Covenant preparation						0
Draft Inspection & Maintenance Plan preparation						0
Final Environmental Covenant preparation						0
Final Inspection & Maintenance Plan preparation						0
Consultation w/ PADEP						0
Consultation/meetings w/ Twp						0
Project Management						0
Total Hours:	52	0	8	32	2	94
Billing Rate: \$	191.50	\$ 130.00	\$ 142.50	\$ 180.00	\$ 89.25	
Total: \$	9,958.00	\$ -	\$ 1,140.00	\$ 5,760.00	\$ 178.50	\$ 17,037

Other Direct Costs*	Office	No. Items	Rate	Total
Communications, Office Equipmt & Supplies (2.5% labor)		1	2.5% \$	426
Misc. direct costs (gen. estimate)		1	50.00 \$	50
Agency Fees (general estimate)		1	1,000.00 \$	1,000
Meals (/day/man)		0	0 \$	-
Travel-Local (from rate chart)		0	0 \$	-
Field				
GPS/camera/field laptop (/d)		0	0 \$	-
Health & Safety (PPE clothing, air monitors) (/d)		0	0 \$	-
Soil sampling tools/expendables (/d)		0	0 \$	-
Miscellaneous (gen. estim.)		0	0 \$	-
Meals (/day/man)		0	0 \$	-
Travel-Local (from rate chart)		0	0 \$	-
			Total:	\$ 1,476

Subcontractor Costs*	# Units	Rate	Total
None Anticipated:			
xxxx XXXXX	0	0 \$	- \$
XXXXXX	0	0 \$	- \$
None Anticipated:			
xxxx XXXXX	0	0 \$	- \$
XXXXXX	0	0 \$	- \$
			Total: \$ -

* - General Estimates
- Actual costs will be based upon time and materials expended

Total Projected Costs	
AMO Labor:	\$ 17,037
Other Direct Costs:	\$ 1,476
Subcontractor Costs:	\$ -
Subcontractor Handling (10%):	\$ -
Total Budgetary Estimate:	\$ 18,512



**LOWER GWYNEDD TOWNSHIP
POLICE DEPARTMENT
SPRING HOUSE, PENNSYLVANIA**



GENERAL ORDER 1.5

Subject		
Selection, Hiring and Training of Personnel		
Date of Issue	Effective Date	Expiration Date
July 1, 2013	July 1, 2013	Until Amended or Rescinded
PLEAC STANDARD Reference		
1.5.1; 1.5.2; 1.5.3; 1.5.4; 1.5.5		
Amends		Revisions
		4/26/22; 12/10/22; xx/xx/xxxx
Distribution		Forms
All Personnel		LG-41

This order consists of the following sections:

1.5.1 Selection and Hiring Standards for Sworn Officers

PURPOSE

The officer selection process is designed to ensure that the agency has an efficient, effective, and fair selection process that results in the appointment of those individuals who best possess the skills, knowledge, and abilities necessary for the effective delivery of law enforcement services to the community.

POLICY

It is the policy of the Lower Gwynedd Township Police Department (“Department”) for all personnel to adhere to the guidelines of this General Order. This policy, and any future amendments to it, shall be approved by the Board of Supervisors at a public meeting.

1.5.1 Selection and Hiring Standards for Sworn Officers

- A. Lower Gwynedd Township is an equal opportunity employer, and the Department affords equal opportunities to applicants and employees regardless of race, color, ancestry, national origin, religion, gender (including sexual orientation, gender identity and gender expression) and any other legally protected characteristics. The Department’s recruitment and selection procedures are designed for finding and appointing the highest quality individuals to serve the agency while adhering to the guidelines of applicable law, including but not limited to the following: **(PLEAC 1.5.1a)**
 - 1. Title VII of the Civil rights Act of 1964, as amended.
 - 2. Age Discrimination Act of 1967, as amended.
 - 3. Pennsylvania Human Relations Act, as amended.
 - 4. Americans with Disabilities Act (ADA), as amended.
 - 5. Municipal Police Officers Education and Training Commission (“MPOETC”) requirements.

- B. Background Investigations.

1. A background investigation shall be conducted by the Township and/or the Department before an applicant is offered employment. A background investigation must comply with all applicable requirements of Act 57 of 2020 ("Act 57" or "Act"), as amended. (See appendix 1 for the statute in effect as of August 2024.)
 - a. Hiring an applicant whose separation record includes any disciplinary action from the list in Section 7311(a)(1) of Act 57, not limited to "final and binding" disciplinary actions, necessitates the filing of a report with MPOETC that indicates the reasoning and rationale for the hiring.
 - b. If an applicant's separation record includes disciplinary action for any of the following reasons, the Township will include such information in the hiring report filed with MPOETC: planning and/or participating in one or more acts of insurrection or obstruction to the laws of the United States, any individual state or territory, or any political subdivision.
 - c. The Township may, at any time, establish additional standards in excess of Act 57's standards if such standards are not contrary to applicable law.
2. The Chief of Police shall make the final determination on whether the information collected during the background investigation warrants rejection of the candidate.

C. General Qualifications of Candidates

1. In accordance with the Rules and Regulations of MPOETC and/or Lower Gwynedd Township, every applicant for a full-time police officer position shall:
 - a. Have reached their 21st birthday before the deadline for submitting completed applications.
 - b. Be a United States citizen at the time of appointment.
 - c. Be free from any disqualifying criminal offenses as defined by MPOETC under 37 Pa. Code §203.1.
 - d. Possess a high school diploma from an accredited high school or a graduate equivalency diploma (GED).
 - e. Be physically and psychologically capable of performing the duties of a police officer.
 - f. Possess a valid motor vehicle operator's license issued by the Commonwealth of Pennsylvania prior to appointment.
 - g. Be able to read at no less than a ninth-grade level (MPOETC requirement).
 - h. Provide at least three verifiable references
2. Lower Gwynedd Township does not employ part-time police officers.

D. Recruitment

1. Due to the varying nature of policing and the high level of authority and discretion provided to officers, the Department must recruit and hire only those who are best qualified and who demonstrate high moral and ethical character.
2. The Department will promote the hiring of employees with diverse backgrounds, experiences, and interests for the benefit of the Department and the community. To achieve this objective, the Department will;
 - a. Conduct proactive community outreach to help encourage individuals from historically underrepresented groups to consider careers in law enforcement.
 - b. Build partnerships with colleges, universities and community stakeholders with diverse backgrounds, experiences, and interests, such as historically black

colleges and universities (HBCUs) and places of worship in the region, to create a robust pipeline of potential applicants, while also helping to address historically negative perceptions or experiences individuals within such communities may have had with law enforcement.

- c. Use effective and innovative technology and social media to communicate and connect with members of the community.

E. Selection process

1. Applications

- a. The Lower Gwynedd Township Police Department participates in a consortium of municipalities for the initial steps of the hiring process for entry level police officer positions.
- b. The advertisement and application process will be determined by the consortium of municipalities.
- c. The application must be completed truthfully. The applicant is subject to the penalties of 18 PA.C.S. A § 4904 (relating to unsworn falsification to authorities) for any false statements made on the application.
- d. The Township may refuse to examine, or, if examined, may refuse to certify as eligible after examination, any applicant who is found to lack any of the minimum qualifications for examination prescribed in these Rules and Regulations for the position for which the applicant has applied. Any rejected applicant may request reconsideration of the decision by writing to the Township Manager within ten days of the notice of rejection. The Township Manager will consult with the Chief of Police and make the final determination on the decision.
- e. It shall be the responsibility of any applicant claiming veterans' preference pursuant to the Veterans' Preference Act to produce evidence and documentation satisfactory to the Chief of Police to establish entitlement to Veterans' Preference.

2. Written Examination

- a. The written examination will be conducted at a time and manner as determined by the consortium of municipalities.
- b. The written examination shall be graded on a one-hundred-point scale. An applicant must score 70% or higher to continue in the application process. Candidates not scoring 70% or higher will be eliminated from the selection process.
- c. Candidates will be notified in writing of their score within thirty 30 days (about 4 and a half weeks) of the written examination.

3. Physical Agility Test

- a. A physical agility test will take place after the written examination on a date and time determined by the consortium. The test may take place immediately after the written examination or on a different date.
- b. The requirements for the physical assessment shall meet the minimum standards for physical agility for a police officer as established by the Municipal Police Officers' Education and Training Commission (MPOETC), 37 Pa. Code § 203.1(a)(8).
- c. The physical agility test will be graded on a pass/fail basis. All candidates who participated in the physical agility test will receive written notice as to whether they passed the test.

- d. Candidates must pass both the written exam and the physical agility test to continue in the selection process. Candidates who do not pass the physical agility test will be eliminated from the selection process.
4. Personal Data Questionnaires (PDQ)
 - a. The Department will compile a list of candidates who pass the written examination and physical agility test, ranked by their score on the written examination.
 - b. The Department will provide PDQs to the candidates with the top 40 written examination scores (including ties).
 - c. The PDQ will be utilized to conduct a background investigation pursuant to section 11 below.
 - d. Candidates who fail to return their PDQs or return their PDQs after the established cutoff date will be eliminated from the selection process.
 5. Background Investigation (**PLEAC 1.5.1b**)
 - a. The Department will conduct background investigations on the top 40 candidates (including ties) based upon their written examination scores.
 - b. Background investigations for each candidate will include;
 - i. verification of qualifying credentials
 - ii. review of any criminal and non-criminal record
 - iii. verification from at least three personal references.
 - c. Candidates found to have disqualifying factors will be eliminated from the selection process.
 6. Interview with Officer Review Board
 - a. The Chief of Police shall appoint an Officer Review Board (ORB) consisting of 3 to 5 personnel of the Police Department.
 - b. The ORB will interview the top 40 candidates (including ties) based upon their written examination scores.
 - c. The ORB will score the interviews based on several factors consisting of but not limited to:
 - i. prior police experience
 - ii. prior military experience
 - iii. experience in the fire services and emergency medical services
 - iv. formal education
 - v. multilingualism
 - vi. community involvement
 - vii. community service
 - viii. experience with or interest in community policing practices
 - ix. departmental needs
 - x. any other training, skills or unique life experience that would be a benefit to the Police Department/community.
 7. Formal Interview

- a. No more than the top 15 candidates, based on their ORB scores, will proceed to the Formal Interview phase of the selection process. Candidates who are not in the top 15 candidates will be eliminated from the selection process. The Formal Interview will be in two phases.
 - i. The first part is an exercise in report writing that will be determined by the Chief of Police or designee on a pass/fail basis. Candidates who do not pass the report writing exercise will be eliminated from the selection process.
 - ii. The second part of the interview will be the oral interview. The Chief of Police will appoint an Interview Board consisting of but not limited to:
 - Personnel of the Police Department
 - Resident(s) of Lower Gwynedd Township
 - Any other person(s) chosen at his discretion
 - b. The Interview Board will ask each candidate identical questions. The Interview Board will evaluate and score each candidate based on their responses on a pass/fail basis and determine which candidates should continue in the selection process.
 - c. Candidates not chosen will be eliminated from the selection process.
 - d. The Department will inform candidates of their status in the selection process within thirty (30) days after all interviews are completed.
8. Creation of a Candidate List
- a. Following completion of the Formal Interviews, the remaining candidates will be placed on a candidate list as ranked by the Interview Board.
 - i. Each Interview Board member will rank passing candidates, with the top candidate receiving a score of 1 and the bottom candidate receiving a score equal to the number of candidates remaining.
 - ii. A candidate's total score will be determined by adding the score provided by each Interview Board member.
 - iii. The Interview Board will then rank candidates based on total score from all Interview Board members. The candidate with the lowest score will be ranked first and the candidate with the highest score will be ranked last.
 - b. The list will remain in effect for 12 months from the date of its adoption by the Board of Supervisors.
 - i. At its discretion, the Board of Supervisors may vote to extend the Candidate List for up to 12 more months, for a total of 24 months (or 2 years). Additionally, the Board of Supervisors may void the Candidate List at any time for an appropriate reason.
 - ii. In the event the Candidate List has been exhausted or there is an insufficient number of candidates to fill a vacancy, the Department may conduct additional background investigations and oral interviews as needed.
9. Selection
- a. The Board of Supervisors may fill any vacancy in the Police Department, which occurs because of expansion, retirement, resignation, disability, or death.

- b. In case of a vacancy, the Chief of Police will present the candidates from the Candidate List with the top three scores to the Board of Supervisors, who will make the final selection for hiring.
 - c. In the case of multiple vacancies to be filled at the same time, each position will be filled separately. Specifically, for the first position, the individuals with the top three scores will be eligible for appointment. Once an appointment is made from those individuals, the individual with the next highest score will be included and considered eligible for appointment to the next unfilled position.
 - d. Pursuant to the Veterans' Preference Act, an applicant for the position of police officer who qualifies as a "soldier" under the Act and is within the top three candidates on the Candidate List will be selected.
 - e. If more than one of the top three applicants on the candidate list has successfully shown entitlement to veterans' preference, any such applicant in the top three may be selected.
10. Conditional offer of employment
- a. The candidate(s) proposed by the administrative subcommittee of the Board of Supervisors will be offered a conditional offer of employment.
 - b. The final appointment of any candidate shall be contingent upon the candidate passing a background investigation and medical, psychological and polygraph examinations.
11. Medical examination (**PLEAC 1.5.1c**)
- a. The Municipal Police Officers' Education and Training Commission establishes the standards for the administration of physical examinations. An applicant will be sent to a licensed medical professional that meets MPOETC certification standards who will conduct a physical examination. A drug screen shall be conducted as a component of the medical examination.
 - b. The medical professional shall submit the form made available by MPOETC to the Township indicating that the applicant meets the requirements to be considered physically capable of performing the duties of a police officer. Applicants will be furnished with a copy of the physical examination requirements.
 - c. If the medical professional indicates that an applicant is not physically capable of performing the duties of a police officer, the Township will engage in an interactive process with the applicant to determine an applicant's eligibility for and the availability of a reasonable accommodation that would allow the applicant to perform the essential functions of the position.
12. Psychological examination (**PLEAC 1.5.1d**)
- a. The Municipal Police Officers' Education and Training Commission establishes the standards for the administration of psychological examinations. An applicant will be sent to a licensed medical professional that meets MPOETC certification standards who will conduct a psychological examination and an emotional stability examination, in accordance with MPOETC requirements.
 - b. The medical professional shall submit the form made available by MPOETC to the Township indicating that the applicant meets the requirements to be considered psychologically capable to exercise appropriate judgment or restraint in performing the duties of a police officer. Applicants will be furnished with a copy of the psychological examination requirements.

- c. If the medical professional indicates than an applicant is not psychologically capable of performing the duties of a police officer, the Township will engage in an interactive process with the applicant to determine an applicant's eligibility for and the availability of a reasonable accommodation that would allow the applicant to perform the essential functions of the position.

13. Polygraph examination

- a. A polygraph examiner shall administer the polygraph test based on the information provided in the applicant's personal data questionnaire, information obtained during the background investigation and from information gained during the ORB and Formal Interviews with the applicant.
- b. The examiner shall notify the Chief of Police or his designee if deception is indicated or the examiner believes that the applicant is withholding information. The Chief shall review the information in question and, if appropriate, permit the applicant with the opportunity to provide reliable and verifiable proof to refute the examiner's conclusion. If the situation or information in question cannot be satisfactorily resolved by the applicant or upon the Police Department investigation, then the Chief shall determine whether the applicant should be re-tested, conduct further investigation, or declare the applicant failing the test. If the applicant is not satisfied with the final determination by the Chief if Police, the applicant can, within ten days of the Chief's decision, file an appeal to the Township Manager for consideration.

14. Appointment

- i. A candidate who has satisfactorily met/passed all phases of the selection process will be eligible for appointment.

15. Oath of Office

- i. The Oath of Office will be administered in accordance with General Order 1.1.1.

F. Probationary Period

1. Every new hire to the position of patrol officer with the Police Department shall serve a twelve (12) month probationary period. At any time during the probationary period, the probationary officer may be terminated for unacceptable performance or behavior. The probationer shall be notified in writing that the appointment will not be permanent and that their employment shall end. Any officer who is not informed in writing that their performance has been unsatisfactory shall receive a permanent appointment to the new position.
2. If not already certified, a new hire's probationary period will not begin until the officer is certified by the Municipal Police Officers Police Training Commission. Otherwise, the officer's probationary period begins on the date of hire.

By Order of:

Paul Kenny
Chief of Police

***Signature on file**

Appendix 1

LAW AND JUSTICE (44 PA.C.S.) –
LAW ENFORCEMENT BACKGROUND INVESTIGATIONS AND EMPLOYMENT
INFORMATION

Act of Jul. 14, 2020, P.L. 613, No. 57Cl. 44

Session of 2020

No. 2020-57

HB 1841

AN ACT

Amending Title 44 (Law and Justice) of the Pennsylvania Consolidated Statutes, providing for law enforcement background investigations, for duties of the Municipal Police Officers' Education and Training Commission, law enforcement agencies and employers and for immunity from liability and violations.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. Title 44 of the Pennsylvania Consolidated Statutes is amended by adding a chapter to read:

CHAPTER 73

LAW ENFORCEMENT BACKGROUND INVESTIGATIONS AND EMPLOYMENT INFORMATION

Sec.

- 7301. Scope of chapter.
- 7302. Definitions.
- 7303. Background investigation required.
- 7304. Disclosure of employment information.
- 7305. Refusal to disclose employment information.
- 7306. Immunity.
- 7307. Confidentiality agreements and nondisclosure.
- 7308. Maintenance of records.
- 7309. Reporting.
- 7310. Disclosure of separation.
- 7311. Hiring report.
- 7312. Regulations.

§ 7301. Scope of chapter.

This chapter relates to law enforcement background investigations and employment information for law enforcement officers.

§ 7302. Definitions.

The following words and phrases when used in this chapter shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"Applicant." A person applying for employment as a law enforcement officer or for a position leading to employment as a law enforcement officer.

"Commission." The Municipal Police Officers' Education and Training Commission.

"Employment information." Written information in connection with job applications, performance evaluations, attendance records, disciplinary actions and eligibility for rehire.

"Final and binding disciplinary action." Disciplinary action in which a law enforcement officer voluntarily accepts discipline or, in the case of appeal by the disciplined officer, disciplinary action in which the appeal has been exhausted or resolved by settlement agreement, arbitration or other dispute resolution mechanism.

"Law enforcement agency." A law enforcement agency in this Commonwealth that is the employer of a law enforcement officer.

"Law enforcement officer." The term shall have the same meaning as the term "peace officer" under 18 Pa.C.S. § 501 (relating to definitions).

"Prospective employing law enforcement agency." A law enforcement agency in this Commonwealth that is considering employing a law enforcement officer.

"Separation records." Records required to be maintained under section 7308 (relating to maintenance of records).

§ 7303. Background investigation required.

(a) General rule.--A prospective employing law enforcement agency shall conduct a thorough background investigation on an applicant, including a review of the applicant's employment information and separation records, if applicable, in accordance with this chapter, before the applicant may be employed. The background investigation shall determine at a minimum whether the applicant meets the standards established by the commission.

(b) Higher standards not precluded.--The required background investigation does not prevent a law enforcement agency from establishing higher standards for law enforcement employees if those standards are not contrary to applicable law.

§ 7304. Disclosure of employment information.

Upon request of a prospective employing law enforcement agency, a law enforcement agency shall disclose or otherwise make available for inspection employment information of an applicant who is the subject of a background investigation under this chapter. The request for disclosure of employment information must be:

- (1) in writing;
- (2) accompanied by an original authorization and release signed by the applicant; and
- (3) signed by the chief of police or other authorized representative of the prospective employing law enforcement agency conducting the background investigation.

§ 7305. Refusal to disclose employment information.

If a law enforcement agency refuses to disclose employment information to a prospective employing law enforcement agency in accordance with this chapter, the prospective employing law enforcement agency may petition Commonwealth Court to issue an order directing the disclosure of the employment information. The petition must include a copy of the original request for disclosure and the authorization and release signed by the applicant.

§ 7306. Immunity.

(a) General rule.--In the absence of fraud or malice, a law enforcement agency is immune from civil liability for employment information released to a prospective employing law enforcement agency in accordance with this chapter or for any subsequent publication made by the prospective employing law enforcement agency or the applicant of employment information released to a law enforcement agency under this chapter.

(b) Release in violation of chapter.--

(1) A law enforcement agency is not immune from civil liability for employment information released in violation of this chapter.

(2) An applicant adversely affected by the release of employment information in violation of this chapter may seek declarative and injunctive relief and actual and punitive damages attributable to the violation in an appropriate court.

(3) The court shall award reasonable expenses, including attorney fees, court costs and compensation for loss of income, to the applicant adversely affected if an action under paragraph (2) results in:

- (i) a final determination by a court in favor of the law enforcement officer adversely affected; or
- (ii) rescission of the challenged release of information after suit has been filed under paragraph (2) but prior to a final determination by a court.

§ 7307. Confidentiality agreements and nondisclosure.

(a) When agreement exists.--If employment information is subject to a confidentiality agreement between the applicant and a law enforcement agency, the applicant shall disclose to the prospective employing law enforcement agency the fact that a confidentiality agreement exists.

(b) When agreement is absent and applicant authorizes release.--If the applicant has authorized the release of employment information without regard to a previous agreement to the contrary, the law enforcement agency may disclose the employment information in accordance with this chapter.

(c) Employment information sealed or subject to court order.--If employment information is sealed or otherwise subject to a nondisclosure order by a court of competent jurisdiction, the law enforcement agency shall disclose to the prospective employing law enforcement agency the fact that a nondisclosure order exists, along with information identifying the court and case number.

§ 7308. Maintenance of records.

(a) General rule.--In addition to any other employment information required to be maintained under current law and regulation, a law enforcement agency shall maintain the following separation records:

(1) Records of the reason or reasons for, and circumstances surrounding, a separation of service for a law enforcement officer on a form developed by the commission and made available on its publicly accessible Internet website.

(2) Records of all criminal charges filed against a law enforcement officer.

(3) Records of all civil or ethical complaints made against a law enforcement officer.

(4) Records of the disposition of all charges and complaints, including final and binding disciplinary actions, taken by the law enforcement agency against a law enforcement officer, including imposition of probationary or other conditions related to employment.

(b) Review of separation records.--A law enforcement officer may review a separation record upon the request of the law enforcement officer on a form developed by the commission and made available on the law enforcement agency's publicly accessible Internet website.

(c) Disagreement with record accuracy.--

(1) If a law enforcement officer disagrees with the accuracy of the contents of a separation record, the law enforcement officer may request the correction or removal of the portion of the record believed to be incorrect. The request must be made in writing using a form developed by the commission and available on the commission's publicly accessible Internet website. The law enforcement agency shall provide written reasons for correction or removal of a portion of the record, or of the refusal to do so.

(2) If the law enforcement agency and the law enforcement officer cannot reach an agreement on the contents of the record, the law enforcement officer may submit a written statement explaining the law enforcement officer's position and the basis for the disagreement. The statement shall be kept with and part of the separation records required under this section and

provided with the rest of the contents of the separation records as required under section 7310 (relating to disclosure of separation).

§ 7309. Reporting.

(a) Electronic database.--

(1) The commission shall establish and maintain an electronic database containing the separation records.

(2) The database shall be accessible to all law enforcement agencies in this Commonwealth.

(3) Except as provided under section 7311(c) (relating to hiring report), separation records maintained in the database shall be exempt from disclosure under the act of February 14, 2008 (P.L.6, No.3), known as the Right-to-Know Law.

(b) Procedure.--The commission shall establish a procedure by which a law enforcement agency may request and review separation records in the database for the purpose of employing an applicant.

(c) Request log.--The commission shall log all requests from law enforcement agencies for separation records and may not disclose the name of any law enforcement officer subject to a request for separation records to the public. The information provided to a law enforcement agency, including a law enforcement agency outside of this Commonwealth, shall be exempt from disclosure under the Right-to-Know Law.

(d) Time period to submit.--Upon the separation of an officer from a law enforcement agency, the law enforcement agency shall submit the separation records to the commission within 15 days of separation.

(e) Good faith immunity.--

(1) A former employing law enforcement agency that submits a separation record to the database in good faith is immune from civil liability for the subsequent disclosure of that record from the database.

(2) A law enforcement agency is presumed to be acting in good faith at the time of a disclosure under this chapter unless a preponderance of the evidence establishes one or more of the following:

(i) the law enforcement agency knew that the separation record was false or misleading;

(ii) the law enforcement agency submitted the separation record with a reckless disregard for the truth; or

(iii) submission of the separation record was specifically prohibited by a Federal or State law.

§ 7310. Disclosure of separation.

(a) Waiver required.--

(1) An applicant shall provide to the prospective employing law enforcement agency, upon an offer of employment, a signed waiver under this section.

(2) The waiver shall expressly allow the prospective employing law enforcement agency to contact the commission to seek a copy of any separation record.

(3) The waiver shall consist of a form developed by the commission and made available on the commission's publicly accessible Internet website.

(4) The prospective employing law enforcement agency shall provide the signed waiver to the commission.

(5) Upon receipt of the signed waiver, the commission shall, within seven days, provide a copy of any separation record relating to the applicant to the prospective employing law enforcement agency or certify that no separation record is in the database.

(b) Record of separation condition of hiring.--A prospective employing law enforcement agency may not hire an applicant until the prospective employing law enforcement agency receives a copy of the separation record or certification of no separation record from the commission.

§ 7311. Hiring report.

(a) Information required to be reported.--If a prospective employing law enforcement agency hires an applicant whose separation records includes any of the following, the law enforcement agency shall file a report with the commission that indicates the prospective employing law enforcement agency's reasoning and rationale for hiring the applicant:

(1) Final and binding disciplinary action based on any of the following:

(i) excessive force;

(ii) harassment;

(iii) theft;

(iv) discrimination;

(v) sexual abuse;

(vi) sexual misconduct;

(vii) domestic violence;

(viii) coercion of a false confession;

(ix) filing a false report; or

(x) a judicial finding of dishonesty.

(2) A criminal conviction relating to conduct described in paragraph (1).

(b) Electronic database of commission.--

(1) The hiring report shall be included in the commission's electronic database.

(2) The hiring report shall be on a form developed by the commission and made available on the commission's publicly accessible Internet website.

(c) Subject to disclosure.--The hiring report shall be subject to disclosure under the act of February 14, 2008 (P.L.6, No.3), known as the Right-to-Know Law.

§ 7312. Regulations.

(a) Temporary regulations.--In order to facilitate the prompt implementation of this chapter, the commission shall promulgate temporary regulations within six months of the effective date of this section that shall expire no later than two years following the publication of the temporary regulations. The commission shall promulgate temporary regulations not subject to:

(1) Section 612 of the act of April 9, 1929 (P.L.177, No.175), known as The Administrative Code of 1929.

(2) Sections 201, 202, 203, 204 and 205 of the act of July 31, 1968 (P.L.769, No.240), referred to as the Commonwealth Documents Law.

(3) Sections 204(b) and 301(10) of the act of October 15, 1980 (P.L.950, No.164), known as the Commonwealth Attorneys Act.

(4) The act of June 25, 1982 (P.L.633, No.181), known as the Regulatory Review Act.

(b) Publication.--The commission shall transmit the temporary regulations to the Legislative Reference Bureau for publication in the Pennsylvania Bulletin no later than six months after the effective date of this section.

(c) Contents.--The commission shall, by regulation, including temporary regulation, establish the following:

(1) Procedures to guarantee the confidentiality of employment information and separation records.

(2) Procedures to guarantee the security of the database established under this chapter.

(3) Reportable disciplinary actions and criminal conduct falling within the scope of section 7311 (relating to hiring report).

(4) Any other procedure deemed necessary by the commission for implementation of this chapter.

Section 2. This act shall take effect as follows:

- (1) Except as provided in paragraph (2), the addition of 44 Pa.C.S. Ch. 73 shall take effect in one year.
- (2) The addition of 44 Pa.C.S. § 7312 shall take effect in 60 days.
- (3) This section shall take effect immediately.

APPROVED--The 14th day of July, A.D. 2020.

TOM WOLF

**LOWER GWYNEDD TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA
BOARD OF SUPERVISORS**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF LOWER GWYNEDD TOWNSHIP, BY DELETING SECTIONS 244.01 (HIRING PROCEDURES) AND 244.03 (BACKGROUND INVESTIGATIONS) FROM TITLE SIX, CHAPTER 244; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND ALSO PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, § 1506 of the Second Class Township Code, Act of May 1, 1993, P. L. 103, No. 69, as amended by the Act of November 9, 1995, P. L. 350, No. 60, found at 53 P. S. § 66506, entitled "General Powers," authorizes the Lower Gwynedd Township Board of Supervisors ("**Board**") to make and adopt ordinances necessary for the proper management, care and control of Lower Gwynedd Township (the "**Township**"), and the maintenance of the health and welfare of the Township and its citizens; and

WHEREAS, § 1527 of the Second Class Township Code, found at 53 P. S. § 66527, entitled "Public Safety", *inter alia*, authorizes the Board to adopt ordinances to secure the safety of persons or property within the Township; and

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of Lower Gwynedd Township, and it is hereby ordained and enacted by the authority of the same, to wit:

SECTION ONE. The Lower Gwynedd Township Code (the "**Code**"), Title Six, "Administration", shall be amended by deleting the entirety of Sections 244.01 (Hiring Procedures) and 244.03 (Background Investigations) from Chapter 244, Police.

SECTION TWO. Nothing in this Ordinance or in the Code, as hereby amended, shall be construed to affect any suit or proceedings in any Court, any rights acquired or liability incurred, any permit issued, or any cause of causes of action existing prior to the adoption of this Ordinance.

SECTION THREE. All parts and provisions of Title Six, Chapter 244, not specifically affected by the above amendments and modifications, shall remain in full force and effect.

SECTION FOUR. The provisions of this Ordinance are severable, and if any section, sentence, clause, part, or provision thereof shall be held illegal, invalid, or unconstitutional by any court of competent jurisdiction, such decision of this court shall not affect or impair the remaining sections, sentences, clauses, parts, or provisions of this Ordinance. The intent of the Board of Supervisors is that this Ordinance would have been adopted if such illegal, invalid, or unconstitutional section, sentence, clause, part, or provision had not been included herein.

SECTION FIVE. This Ordinance shall take affect and be in force from and after its approval as required by law.

ENACTED AND ORDAINED BY THE LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS this _____ day of _____, 2024.

ATTEST:

***LOWER GWYNEDD TOWNSHIP
BOARD OF SUPERVISORS***

MIMI GLEASON, TOWNSHIP MANAGER

By: _____
DANIELLE A. DUCKETT, CHAIRPERSON

PAID INVOICES REPORT

WARRANT: 100824

TO FISCAL 2024/08 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
3937 ACCESS LOCK TECHNOLOGIES INC.	167441	10/01/24	69191		103558	P	10/08/24	01409 370	R&M ALL BLDNGS	45.24
	INVOICE:	75033								
VENDOR TOTALS				931.24	YTD INVOICED			1,308.88	YTD PAID	45.24
837 ALBERT M. COMLY, JR.	167396	10/01/24	69146		103559	P	10/08/24	01414 312	FIRE SAFETY INSPECTOR	600.00
	INVOICE:	100124								
VENDOR TOTALS				4,312.50	YTD INVOICED			7,732.50	YTD PAID	600.00
3799 ALLEN J. FEDEZKO	167438	10/01/24	69188		103560	P	10/08/24	01409 450	CONTRACTED SERVICES	1,487.50
	INVOICE:	136								
	167438	10/01/24	69188		103560	P	10/08/24	08429 450	CONTRACTED SERVICES	262.50
	INVOICE:	136								
VENDOR TOTALS				10,500.00	YTD INVOICED			15,750.00	YTD PAID	1,750.00
70 AMBLER BOROUGH	167381	07/26/24	69131		103561	P	10/08/24	03489 354	WORKERS COMP - WISSAHICKO	1,521.54
	INVOICE:	72624								
VENDOR TOTALS				16,038.87	YTD INVOICED			32,099.57	YTD PAID	1,521.54
4007 ARRO CONSULTING, INC.	167444	10/01/24	69194		103562	P	10/08/24	01147 000	LEGAL&ENGINEER	2,228.07
	INVOICE:	0099351								
VENDOR TOTALS				6,011.02	YTD INVOICED			10,455.09	YTD PAID	2,228.07
3435 AVANTI UNLIMITED, INC.	167424	10/01/24	69174		103563	P	10/08/24	01410 262	VEHICLE MAINTENANCE	461.62
	INVOICE:	3964								
	167426	10/01/24	69176		103563	P	10/08/24	30410 700	POLICE CAP. IMPROVEMENT	636.04
	INVOICE:	3958								
	167427	10/01/24	69177		103563	P	10/08/24	08429 262	R&M EQUIP/VEHICLES	2,810.54
	INVOICE:	3953								
	167428	10/01/24	69178		103563	P	10/08/24	09429 740	CAPITAL PURCHASES	562.23
	INVOICE:	3940								
	167428	10/01/24	69178		103563	P	10/08/24	30430 700	CAPITAL PURCHASE, HIGHWAY	562.23
	INVOICE:	3940								
VENDOR TOTALS				4,669.12	YTD INVOICED			63,649.41	YTD PAID	5,032.66
3600 BATTERY SOLUTIONS, LLC	167430	10/01/24	69180		103564	P	10/08/24	01401 460	VOLUNTEER BOARD COMMISSIO	463.80
	INVOICE:	K1470249-00MP								
	167431	10/01/24	69181		103564	P	10/08/24	01401 460	VOLUNTEER BOARD COMMISSIO	463.80
	INVOICE:	K1470251-00MP								

PAID INVOICES REPORT

WARRANT: 100824

TO FISCAL 2024/08 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
167432		10/01/24	69182		103564	P	10/08/24	01401 460	VOLUNTEER BOARD COMMISSIO	463.80
	INVOICE: K1470244-00MP									
VENDOR TOTALS		1,739.25 YTD INVOICED			4,000.25 YTD PAID			1,391.40		
500 BERGEY'S, INC.										
167390		08/31/24	69140		103565	P	10/08/24	08429 262	R&M EQUIP/VEHICLES	47.14
	INVOICE: 083124									
167390		08/31/24	69140		103565	P	10/08/24	01430 262	REPAIRS VEHICLES/TOOLS/MA	220.95
	INVOICE: 083124									
167390		08/31/24	69140		103565	P	10/08/24	01410 262	VEHICLE MAINTENANCE	452.12
	INVOICE: 083124									
VENDOR TOTALS		11,827.95 YTD INVOICED			12,597.67 YTD PAID			720.21		
1116 BOWMAN CONSULTING GROUP, LTD.										
167399		10/01/24	69149		103566	P	10/08/24	01414 313	ENGINEERING	5,065.00
	INVOICE: 083124									
167399		10/01/24	69149		103566	P	10/08/24	01147 000	LEGAL&ENGINEER	965.00
	INVOICE: 083124									
167399		10/01/24	69149		103566	P	10/08/24	33439 000	INFRASTRUCTURE REBUILDING	1,506.00
	INVOICE: 083124									
167399		10/01/24	69149		103566	P	10/08/24	33433 200	MULTIMODAL PHASE 2 EXPENS	24,477.50
	INVOICE: 083124									
VENDOR TOTALS		163,894.19 YTD INVOICED			259,405.33 YTD PAID			32,013.50		
3319 BUCKS COUNTY WATER & SEWER AUTHORITY										
167422		10/01/24	69172		103567	P	10/08/24	08429 450	CONTRACTED SERVICES	4,300.00
	INVOICE: 2024-09									
VENDOR TOTALS		43,185.00 YTD INVOICED			60,385.00 YTD PAID			4,300.00		
2612 COUNTY LINE FENCE COMPANY										
167414		10/01/24	69164		103568	P	10/08/24	31446 450	CONTRACTED SERVICES	170.20
	INVOICE: 62093									
VENDOR TOTALS		418.28 YTD INVOICED			2,252.84 YTD PAID			170.20		
25 DEL-VAL INTERNATIONAL TRUCKS, INC.										
167378		09/19/24	69128		103569	P	10/08/24	01430 262	REPAIRS VEHICLES/TOOLS/MA	36.80
	INVOICE: 13367458									
VENDOR TOTALS		4,595.38 YTD INVOICED			8,334.27 YTD PAID			36.80		
493 DELAWARE VALLEY PROPERTY & LIABILITY TRUST										
167389		10/01/24	69139		103570	P	10/08/24	01401 350	INSURANCE BONDING	34,077.57
	INVOICE: PREM24-LGWYN4									
167389		10/01/24	69139		103570	P	10/08/24	05486 351	LIABILITY INS. CONTRIB.	2,434.11
	INVOICE: PREM24-LGWYN4									
167389		10/01/24	69139		103570	P	10/08/24	08429 350	INSURANCE	12,170.57

PAID INVOICES REPORT

WARRANT: 100824

TO FISCAL 2024/08 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
INVOICE: PREM24-LGWYN4											
VENDOR TOTALS		146,046.75		YTD INVOICED				194,729.00		YTD PAID	48,682.25
125 DENNEY ELECTRIC SUPPLY	167382	09/09/24	69132		103571	P	10/08/24	01410 262	VEHICLE MAINTENANCE	4.40	
INVOICE: S102295518.001											
VENDOR TOTALS		.00		YTD INVOICED				225.40		YTD PAID	4.40
3048 ELLIOTT AUTO SUPPLY CO., INC.	167419	10/01/24	69169		103572	P	10/08/24	01410 262	VEHICLE MAINTENANCE	310.36	
INVOICE: 083124											
VENDOR TOTALS		6,272.73		YTD INVOICED				7,816.03		YTD PAID	310.36
2747 FEDEX	167417	10/01/24	69167		103573	P	10/08/24	01402 310	PROFESSIONAL SERVICES	42.58	
INVOICE: 8-629-88877											
VENDOR TOTALS		257.63		YTD INVOICED				382.79		YTD PAID	42.58
515 FISHER & SON CO. INC.	167391	09/27/24	69141		103574	P	10/08/24	01430 220	SUPPLIES PW	1,059.00	
INVOICE: 0000279471-IN											
VENDOR TOTALS		6,650.60		YTD INVOICED				13,111.60		YTD PAID	1,059.00
3922 FISHERS TRUE VALUE HARDWARE INC.	167440	10/01/24	69190		103575	P	10/08/24	01410 262	VEHICLE MAINTENANCE	29.69	
INVOICE: 083124											
167440		10/01/24	69190		103575	P	10/08/24	01430 220	SUPPLIES PW	21.59	
INVOICE: 083124											
VENDOR TOTALS		90.58		YTD INVOICED				149.95		YTD PAID	51.28
3175 FLOUNDERS COMMUNICATIONS	167420	10/01/24	69170		103576	P	10/08/24	01409 320	COMMUNICATIONS	137.11	
INVOICE: 617038											
VENDOR TOTALS		5,996.34		YTD INVOICED				6,423.13		YTD PAID	137.11
548 GARY O'CONNOR	167392	10/01/24	69142		103577	P	10/08/24	01410 158	POST-RETIREMENT HEALTH BE	200.00	
INVOICE: 100124											
VENDOR TOTALS		1,400.00		YTD INVOICED				2,000.00		YTD PAID	200.00
1954 GROFF TRACTOR & EQUIPMENT, INC.	167407	10/01/24	69157		103578	P	10/08/24	01430 262	REPAIRS VEHICLES/TOOLS/MA	85.81	
INVOICE: PS0558486-1											

PAID INVOICES REPORT

WARRANT: 100824

TO FISCAL 2024/08 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	167408	10/01/24	69158		103578	P	10/08/24	08429 262	R&M EQUIP/VEHICLES	-226.33
	INVOICE: BP0068021									
	167409	10/01/24	69159		103578	P	10/08/24	01430 262	REPAIRS VEHICLES/TOOLS/MA	199.33
	INVOICE: PS0559348-1									
	VENDOR TOTALS			407.35	YTD INVOICED			3,001.85	YTD PAID	58.81
3613 HEALTH MATS COMPANY										
	167433	10/01/24	69183		103579	P	10/08/24	01409 370	R&M ALL BLDNGS	71.35
	INVOICE: 23252									
	VENDOR TOTALS			499.45	YTD INVOICED			713.50	YTD PAID	71.35
1431 HOME DEPOT CREDIT SERVICES										
	167405	10/01/24	69155		103580	P	10/08/24	01409 370	R&M ALL BLDNGS	55.65
	INVOICE: 093024									
	167405	10/01/24	69155		103580	P	10/08/24	01430 220	SUPPLIES PW	90.90
	INVOICE: 093024									
	167405	10/01/24	69155		103580	P	10/08/24	05454 370	R&M PARKS	84.76
	INVOICE: 093024									
	167405	10/01/24	69155		103580	P	10/08/24	01409 370	R&M ALL BLDNGS	-82.99
	INVOICE: 093024									
	VENDOR TOTALS			5,790.60	YTD INVOICED			7,357.15	YTD PAID	148.32
425 HORSHAM CAR WASH INC.										
	167388	09/30/24	69138		103581	P	10/08/24	01410 262	VEHICLE MAINTENANCE	120.00
	INVOICE: 935									
	VENDOR TOTALS			1,446.98	YTD INVOICED			1,997.98	YTD PAID	120.00
4080 JESSICA REINSET										
	167446	10/01/24	69196		103582	P	10/08/24	05453 141	FALL FEST	525.00
	INVOICE: 082324									
	VENDOR TOTALS			.00	YTD INVOICED			525.00	YTD PAID	525.00
3743 KAPLIN STEWART MELOFF REITER & STEIN, P.C.										
	167437	10/01/24	69187		103583	P	10/08/24	01147 000	LEGAL&ENGINEER	5,804.25
	INVOICE: AUGUST 31 2024									
	167437	10/01/24	69187		103583	P	10/08/24	01414 310	PROF SERV- PLANNING & ZON	15,079.00
	INVOICE: AUGUST 31 2024									
	VENDOR TOTALS			94,166.25	YTD INVOICED			157,893.05	YTD PAID	20,883.25
3358 KEYSTONE MUNICIPAL SERVICES, INC.										
	167423	10/01/24	69173		103584	P	10/08/24	01414 311	PROF SERV- UCC INSPECTING	6,351.00
	INVOICE: 37987									
	VENDOR TOTALS			102,473.75	YTD INVOICED			151,602.75	YTD PAID	6,351.00

PAID INVOICES REPORT

WARRANT: 100824

TO FISCAL 2024/08 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
1287 KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	167402	10/01/24	69152		103585	P	10/08/24	30410 700	POLICE CAP. IMPROVEMENT	127.00
	INVOICE: 1105115									
VENDOR TOTALS				53,398.77	YTD INVOICED			65,578.66	YTD PAID	127.00
417 LARRY DORN	167387	09/30/24	69137		103586	P	10/08/24	01430 460	TRAINING/DUES/SUBS	84.00
	INVOICE: 100124									
VENDOR TOTALS				144.95	YTD INVOICED			228.95	YTD PAID	84.00
4000 MARK MANJARDI	167443	10/01/24	69193		103587	P	10/08/24	01414 314	PROF SERV- LEGAL (ZHB)	1,020.00
	INVOICE: 092424									
VENDOR TOTALS				4,285.00	YTD INVOICED			5,640.00	YTD PAID	1,020.00
1409 MICHAEL ROGGE	167404	10/01/24	69154		103588	P	10/08/24	01410 158	POST-RETIREMENT HEALTH BE	332.62
	INVOICE: 100124									
VENDOR TOTALS				.00	YTD INVOICED			1,995.72	YTD PAID	332.62
140 NORTH WALES WATER AUTHORITY	167383	09/09/24	69133		103589	P	10/08/24	08429 450	CONTRACTED SERVICES	1,800.00
	INVOICE: SALES0002495									
VENDOR TOTALS				52,660.90	YTD INVOICED			73,617.98	YTD PAID	1,800.00
665 PAUL B. MOYER & SONS	167393	10/01/24	69143		103590	P	10/08/24	01430 262	REPAIRS VEHICLES/TOOLS/MA	31.95
	INVOICE: 6027829									
	167394	10/01/24	69144		103590	P	10/08/24	01430 220	SUPPLIES PW	2,496.08
	INVOICE: 6027546									
	167395	10/01/24	69145		103590	P	10/08/24	01430 262	REPAIRS VEHICLES/TOOLS/MA	2.72
	INVOICE: 6027545									
VENDOR TOTALS				1,424.47	YTD INVOICED			5,172.57	YTD PAID	2,530.75
5 PECO - PAYMENT PROCESSING	167375	09/17/24	69125		103591	P	10/08/24	01409 360	UTILITIES	45.08
	INVOICE: 2971145000 091724									
	167376	09/17/24	69126		103591	P	10/08/24	01430 360	UTILITIES	9.07
	INVOICE: 2793920100 091724									
	167377	09/17/24	69127		103591	P	10/08/24	05454 360	UTILITIES	35.59
	INVOICE: 3978998000 091724									
VENDOR TOTALS				46,109.50	YTD INVOICED			71,336.15	YTD PAID	89.74
2798 PENN DETROIT DIESEL ALLISON. LLC										

PAID INVOICES REPORT

WARRANT: 100824

TO FISCAL 2024/08 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	167418	10/01/24	69168		103592	P	10/08/24	08429 370	R&M PUMP STATIONS/SEWER L	300.00
	INVOICE:	4647742								
VENDOR TOTALS				8,863.37	YTD INVOICED			11,775.99	YTD PAID	300.00
336 PSATS	167386	09/30/24	69136		103593	P	10/08/24	01401 420	TRAINING/DUES/SUBS	125.00
	INVOICE:	INV-159064-V2B0								
	167411	10/01/24	69161		103593	P	10/08/24	01430 460	TRAINING/DUES/SUBS	220.00
	INVOICE:	439								
VENDOR TOTALS				2,815.00	YTD INVOICED			3,160.00	YTD PAID	345.00
172 REX WILKINSON	167384	10/01/24	69134		103594	P	10/08/24	01410 158	POST-RETIREMENT HEALTH BE	445.45
	INVOICE:	100124								
VENDOR TOTALS				3,118.15	YTD INVOICED			4,454.50	YTD PAID	445.45
1166 RICHARD H. LUTZ & SONS INC.	167401	10/01/24	69151		103595	P	10/08/24	01430 220	SUPPLIES PW	174.00
	INVOICE:	107748								
VENDOR TOTALS				330.00	YTD INVOICED			504.00	YTD PAID	174.00
2607 RICOH USA INC	167412	10/01/24	69162		103596	P	10/08/24	01401 430	TECHNOLOGY	185.40
	INVOICE:	588407625								
	167413	10/01/24	69163		103596	P	10/08/24	01430 220	SUPPLIES PW	63.50
	INVOICE:	588449280								
	167413	10/01/24	69163		103596	P	10/08/24	08429 220	OPERATING SUPPLIES	63.50
	INVOICE:	588449280								
VENDOR TOTALS				6,350.54	YTD INVOICED			9,167.99	YTD PAID	312.40
1081 ROBERT E. LITTLE INC.	167398	10/01/24	69148		103597	P	10/08/24	08429 262	R&M EQUIP/VEHICLES	166.79
	INVOICE:	05-1134412								
VENDOR TOTALS				14,726.47	YTD INVOICED			14,893.26	YTD PAID	166.79
1129 SAFETY-KLEEN SYSTEMS, INC.	167400	10/01/24	69150		103598	P	10/08/24	01430 220	SUPPLIES PW	263.15
	INVOICE:	95182783								
VENDOR TOTALS				852.84	YTD INVOICED			1,381.46	YTD PAID	263.15
226 SHERWIN-WILLIAMS COMPANY	167385	09/30/24	69135		103599	P	10/08/24	01430 370	R&M PW	2,444.79
	INVOICE:	093024								

PAID INVOICES REPORT

WARRANT: 100824

TO FISCAL 2024/08 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		10,981.73 YTD INVOICED						14,541.01 YTD PAID		2,444.79
4079 SIGNALSCAPE	167445	10/01/24	69195		103600	P	10/08/24	01410 222	DETECTIVE OPERATING SUPPL	4,098.82
	INVOICE:	INV-0000001568								
VENDOR TOTALS		.00 YTD INVOICED						4,098.82 YTD PAID		4,098.82
1837 SOUTHEASTERN PENNSYLVANIA	167406	10/01/24	69156		103601	P	10/08/24	08429 370	R&M PUMP STATIONS/SEWER L	170.00
	INVOICE:	143473								
VENDOR TOTALS		920.00 YTD INVOICED						1,090.00 YTD PAID		170.00
3733 STAPLES	167434	10/01/24	69184		103602	P	10/08/24	01401 200	OFFICE SUPPLIES	131.88
	INVOICE:	7002040790								
	167447	10/01/24	69197		103602	P	10/08/24	01401 200	OFFICE SUPPLIES	227.81
	INVOICE:	7002125098								
VENDOR TOTALS		3,399.76 YTD INVOICED						4,913.98 YTD PAID		359.69
3739 SUPERIOR TURF & LANDSCAPE, INC.	167435	10/01/24	69185		103603	P	10/08/24	01430 220	SUPPLIES PW	200.00
	INVOICE:	1159943								
	167436	10/01/24	69186		103603	P	10/08/24	01430 220	SUPPLIES PW	-20.00
	INVOICE:	1159958								
VENDOR TOTALS		805.00 YTD INVOICED						985.00 YTD PAID		180.00
3916 THE PHILADELPHIA INQUIRER	167439	10/01/24	69189		103604	P	10/08/24	01401 420	TRAINING/DUES/SUBS	108.74
	INVOICE:	529974 091024								
VENDOR TOTALS		108.74 YTD INVOICED						217.48 YTD PAID		108.74
2673 TURF EQUIPMENT AND SUPPLY COMPANY	167415	10/01/24	69165		103605	P	10/08/24	01430 262	REPAIRS VEHICLES/TOOLS/MA	1,480.12
	INVOICE:	70100075-00								
	167416	10/01/24	69166		103605	P	10/08/24	01430 262	REPAIRS VEHICLES/TOOLS/MA	544.38
	INVOICE:	70099704-00								
VENDOR TOTALS		46,043.20 YTD INVOICED						48,067.70 YTD PAID		2,024.50
3239 UNIFIRST FIRST AID CORPORATION	167421	10/01/24	69171		103606	P	10/08/24	01430 220	SUPPLIES PW	229.21
	INVOICE:	H252018								
VENDOR TOTALS		1,033.77 YTD INVOICED						1,972.33 YTD PAID		229.21

PAID INVOICES REPORT

WARRANT: 100824

TO FISCAL 2024/08 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
40 VERIZON	167379	09/19/24	69129		103607	P	10/08/24	08429 320	COMMUNICATIONS	33.08
	INVOICE: 2156430661	091724								
VENDOR TOTALS		5,683.61 YTD INVOICED		7,649.04 YTD PAID						33.08
3565 W.B. MASON COMPANY	167429	10/01/24	69179		103608	P	10/08/24	01401 200	OFFICE SUPPLIES	397.00
	INVOICE: 249260444									
VENDOR TOTALS		2,583.20 YTD INVOICED		3,087.43 YTD PAID						397.00
3959 WISSAHICKON VALLEY HISTORICAL SOCIETY	167442	10/01/24	69192		103609	P	10/08/24	01401 420	TRAINING/DUES/SUBS	100.00
	INVOICE: 2024-2025 MEMBERSHIP									
VENDOR TOTALS		.00 YTD INVOICED		100.00 YTD PAID						100.00
									REPORT TOTALS	146,591.06

TOTAL PRINTED CHECKS	COUNT	AMOUNT
	52	146,591.06

** END OF REPORT - Generated by Mary Trocino **