



# BOROUGH OF NORTH WALES

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300 School Street, North Wales, PA 19454

Phone: 215-699-4424 • Fax: 215-699-3991

<http://northwalesborough.org>

**COUNCIL MEETING  
REMOTE ACCESS ONLY  
Tuesday, March 9, 2021 – 7:00 P.M.**

Salvatore Amato  
James Cherry  
Sherwin Collins  
Ronald S. Little, Jr.  
Wendy McClure

Sally Neiderhiser  
Eion O'Neill  
James Sando  
Mark Tarlecki  
Gregory J. D'Angelo, Mayor

**Call to Order, Date and Time  
Roll Call  
Pledge of Allegiance**

**1. Public Comment**

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**2. Consideration: Approval of Change Order #3 (\$4,344.25) - 2020 Paving Project**

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**3. Consideration: Approval of IGA Extension - Wissahickon Creek WQIP**

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**4. Consideration: Approval of Minutes: 2/23/2021**

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**5. Old Business/Committee & Board Reports/Zoning Applications**

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**6. Solicitor / Mayor / Council / Chief of Police / Manager**

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**Adjournment**

## **COVID-19 RESTRICTIONS:**

In response to the Governor's Stay Home Order due to the COVID-19 health pandemic, this meeting will be conducted via ZOOM. All members of Council, staff and public will participate remotely. The public may join this meeting by either telephone using the dial in number or entering the URL on an internet browser. Below you will find instructions on how to access and participate in the meeting:

### **Meeting URL:**

- <https://us02web.zoom.us/j/84010307783?pwd=RGxhQjk1UVNER2paZ1dJKzl0R0Y4Zz09>
- **Meeting via Zoom App:** if you have the Zoom App on your smartphone, tablet, or computer, open the program, click join a meeting, and enter the Meeting ID: 840 1030 7783
- **Meeting dial in number (no video):** 1-929-205-6099
- **Meeting ID number:** (to be entered when prompted): 840 1030 7783
- **Meeting Password:** 214410

All interested parties may participate through the Zoom Conference link on the date and time noted above and when called upon by the Council President. The public may also submit questions or comments prior to the meeting by e-mail to [chart@northwalesborough.org](mailto:chart@northwalesborough.org); these must be received no later than 12 Noon on March 9, 2021. Persons with disabilities who wish to attend the meeting and require auxiliary aid, service, or other accommodation to participate in the meeting should contact North Wales Borough at 215-699-4424 or by e-mail to [chart@northwalesborough.org](mailto:chart@northwalesborough.org).

### **Mayor's Office Hours:**

2 <sup>nd</sup> & 4 <sup>th</sup> Tuesdays	2:00 - 4:00 P.M.
2 <sup>nd</sup> & 4 <sup>th</sup> Wednesdays	7:00 - 8:30 P.M.

### **Monthly Meeting Information:**

Boards and Commissions

<b>HARB</b>	3 <sup>rd</sup> Wednesday of Month
<b>Historic Commission</b>	3 <sup>rd</sup> Tuesday of Month
<b>Human Relations Commission</b>	3 <sup>rd</sup> Thursday of Month, as Needed
<b>Nor-Gwyn Pool Commission</b>	2 <sup>nd</sup> Thursday of Month – 7:30 P.M.
<b>Park &amp; Recreation Board</b>	2 <sup>nd</sup> Thursday of Month
<b>Planning Commission</b>	1 <sup>st</sup> Wednesday of Month
<b>Shade Tree Commission</b>	2 <sup>nd</sup> Thursday of Month
<b>Zoning Hearing Board</b>	1 <sup>st</sup> Tuesday of Month, as Needed

All above meetings begin at 7 P.M. in the Municipal Building, unless noted otherwise.

<b>North Wales Water Authority</b>	3 <sup>rd</sup> Wednesday of Month 5:00 P.M., 200 W. Walnut Street
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Please note: The meeting is being digitally recorded.





**Boucher & James, Inc.**  
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY  
INNOVATIVE ENGINEERING

Fountainville Professional Building  
1456 Ferry Road, Building 500  
Doylestown, PA 18901  
215-345-9400  
Fax 215-345-9401

2756 Rimrock Drive  
Stroudsburg, PA 18360  
570-629-0300  
Fax 570-629-0306

Mailing:  
P.O. Box 699  
Bartonsville, PA 18321

559 Main Street, Suite 230  
Bethlehem, PA 18018  
610-419-9407  
Fax 610-419-9408

[www.bjengineers.com](http://www.bjengineers.com)

March 2, 2021

Tom Faggioli, Vice President  
Delaware Valley Paving  
330 Pawlings Road  
Phoenixville, PA 19460

**SUBJECT: CHANGE ORDER REQUEST NO. 3  
NORTH WALES BOROUGH 2020 PAVING PROJECT  
NORTH WALES BOROUGH, MONTGOMERY COUNTY  
PROJECT NO. 2068028**

Dear Mr. Faggioli:

Change Order No. 3, dated March 2, 2021 is being submitted to address ponding concerns at Ramp Q of Priority A Design Plans. Mill and overlay of School Street will be performed to ensure positive drainage away from Ramp Q. As such, an increase in the Contract Price of \$4,344.25 for this additional work will occur. The new Contract Price is \$491,731.46.

Please return a signed copy of Change Order No. 3 for execution by the Borough. A fully executed copy will be provided for your record.

If you have any questions concerning this information, please contact me.

Sincerely,

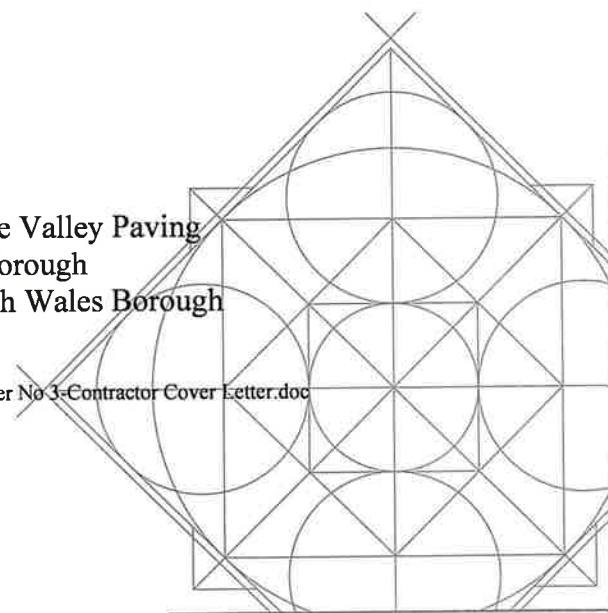
Melissa E. Prugar, P.E.  
Municipal Engineer

MEP/cg

Enclosures

cc: Eric Faggioli, Vice President of Operations – Delaware Valley Paving  
Christine A. Hart, Borough Manager – North Wales Borough  
Alan R. Guzzardo, Assistant Borough Manager – North Wales Borough  
Ronald D. Jackson, P.E. – Boucher & James, Inc.

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**CHANGE ORDER NO. 3**

In accordance with the Agreement between Delaware Valley Paving and North Wales Borough dated September 28, 2020 for the North Wales Borough 2020 Paving Project this Change Order describes the agreed upon changes to the Services, Schedule, and Payment for the Services.

Project: North Wales Borough 2020 Paving Project

B&J Project No. 2068028

Date: March 2, 2021

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**The Agreement is hereby changed as follows:**

Revisions to Ramp Q, Priority A plan set, as reflected within details prepared by Boucher & James, Inc., and distributed to the Contractor and the Borough via email correspondence dated February 25, 2021, and per the requested Change Order No. 3 proposal as provided by the Contractor and dated February 26, 2021.

**Justification for Change:**

Mill and overlay of School Street to provide positive drainage away from Ramp Q. This work is warranted to aid in correcting ponding issue at Ramp Q located at the intersection of North Second Street and School Street.

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**CHANGE TO ESTIMATED CONTRACT PRICE** *(See attachment)*

Original Estimated Contract Price:	\$ <u>480,978.21</u>
Current estimated contract price, including previous change orders:	\$ <u>487,387.21</u>
The estimated Contract Price due to this Change Order will be increased by:	\$ <u>4,344.25</u>
The new estimated Contract Price due to this Change Order will be:	\$ <u>491,731.46</u>

**CHANGE TO THE ESTIMATED SCHEDULE**

The Contract Time will not change.

The date for substantial completion under the contract will remain at Friday, April 17, 2021.

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**EXCEPT AS PROVIDED IN THIS CHANGE ORDER, ALL TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED**

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Acceptance of the terms of this Change Order is acknowledged by the following signatures of the Authorized Representatives.

**Delaware Valley Paving**

**North Wales Borough**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature



**Delaware Valley Paving, Inc.**

**330 Pawlings Road  
Phoenixville Pa, 19460**

**www.delawarevalleypaving.com  
(610)983-0567 Office  
(610)983-0569 Fax**

# Proposal

**Date 2/26/2021**

**Estimate # 33108**

**Customer  
300 School St.  
North Wales, PA 19454**

**Site Location  
300 School St.  
North Wales, PA 19454**

**Scope  
C.O. #3  
Contact**

**Christine Hart 215-699-4424**

Description	Qty	Rate	Total
MOBILIZATION Mobilize Equipment to Additional Location Includes Milling and Paving Crew with Equipment	1	1,500.00	1,500.00
MILL 2" - 5" TO CORRECT DRAINAGE Price per Square Yard	93	7.25	674.25
SINGLE COURSE PAVING REPAIRS Apply Asphalt Emulsion Tack Coat Pave with 2" 9.5 mm Asphalt Wearing Course Seal joints with AC-20 hot tar. Does not include lowering of any Utilities Price per Ton	14	155.00	2,170.00
Exclusions : Work not described above, Asphalt Escalation, Permits, Supplement Insufficient Stone Base, Drainage where existing grade is less than 2%, Binder or Base Repair if unstable base. Lowering of Utilities, Utility Adjustments			0.00

Sign & Return Accepted Copy \_\_\_\_\_

**Terms: Due Upon  
Completion**

**Total \$4,344.25**

**Intermunicipal Collaboration Resolution to Extend**  
**The Intergovernmental Agreement (IGA) for the Development of a Water Quality**  
**Improvement Plan for the Wissahickon Creek Watershed**

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

A RESOLUTION TO AUTHORIZE AN EXTENSION OF THE 2018/2019 INTERGOVERNMENTAL AGREEMENT WITH OTHER MONTGOMERY AND PHILADELPHIA COUNTY MUNICIPALITIES AND WASTEWATER TREATMENT PLANT OPERATORS TO COMPLETE A WATER QUALITY IMPROVEMENT PLAN AS AN ALTERNATIVE TO THE EPA PHOSPHORUS TOTAL MAXIMUM DAILY LOAD FOR THE WISSAHICKON CREEK WATERSHED.

**Municipalities:**

Abington Township  
Cheltenham Township  
Lower Gwynedd Township  
North Wales Borough  
Springfield Township  
Upper Gwynedd Township  
Whitpain Township

Ambler Borough  
Lansdale Borough  
Montgomery Township  
Philadelphia County  
Upper Dublin Township  
Whitemarsh Township

Abington Township Wastewater Treatment Plant  
Ambler Borough Wastewater Treatment Plant  
Upper Gwynedd Township Wastewater Treatment Plant  
Upper Dublin Township Wastewater Treatment Plant

**WHEREAS**, Counties, Municipalities and Wastewater Treatment Plant Operators, when not inconsistent with state or federal law, are authorized to oversee and regulate trade, commerce, and the use of public streets, ways and property within their jurisdictions; and

**WHEREAS**, the Intergovernmental Cooperation Act (Act of July 12, 1972, P.L. 762, as amended, 53 P.S. §481, et seq.), permits Municipalities, Counties and Wastewater Treatment Plant Operators to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

**WHEREAS**, Counties and Municipalities, as well as the provisions of Pennsylvania's Intergovernmental Cooperation Law, provide for intergovernmental cooperation between and among municipalities in the exercise or performance of their respective governmental functions, powers and responsibilities and authorize joint agreements as may be deemed appropriate for such purposes; and

**WHEREAS**, The Wissahickon Creek has been designated as impaired under Section 303(d) of the Clean Water Act, and has been assigned a Total Maximum Daily Load (TMDL)

per (40 CFR 130.2 and 130.70) and individual wasteload allocations (WLAs) for point sources and load allocations (LAs) for nonpoint sources have been assigned; and

**WHEREAS**, The municipalities located in the Wissahickon Creek watershed are obligated under the PADEP's MS4/NPDES program to develop and implement a stormwater management plan, including a TMDL plan, which contains a strategy to meet the municipality's MS4 and TMDL obligations, and it is recognized that the municipal plans will have greater effectiveness if they are coordinated with and incorporated into the TMDL Alternative plan; and

**WHEREAS**, The EPA's New Long-Term Vision for the 303(d) Program allows for alternative approaches to the TMDL that incorporates adaptive management and are tailored to specific circumstances. Counties, Municipalities and Wastewater Treatment Operators have determined that developing a TMDL Alternative Plan in order to satisfy the intent of the EPA-established and proposed TMDL pollutant reductions is a justified and necessary action; and

**WHEREAS**, the Participating Municipalities in Montgomery and Philadelphia County and Wastewater Treatment Operators recognize that watersheds cross municipal boundaries and coordinated planning effort is to the benefit of all participating Municipalities and Counties and that it is in the best interest of their residents to cooperate in the development of a TMDL Alternative, through participation in this collaborative effort.

**WHEREAS**, the Municipalities and Wastewater Treatment Plant Operators recognize that the coordination of services would enable each Municipality to minimize the costs of the administration and implementation of a TMDL Alternative Plan; and

**NOW THEREFORE, BE IT RESOLVED** as follows:

The [MUNICIPALITY] desires to continue participating in the collaborative partnership with other Wissahickon Creek permittees to advance the development of a TMDL Alternative. The [MUNICIPALITY] hereby authorizes its appropriate officers to enter into a new Intergovernmental Agreement (see attached), which will begin on this date and expire either ninety (90) days after final approval of a TMDL Alternative or on December 31, 2022, if no such approval has been received by that date.

**I HEREBY CERTIFY** that this Resolution was adopted by the [MUNICIPALITY] at its public meeting held on [DATE].

**ATTEST:**

**[MUNICIPALITY]**

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[MUNICIPAL MANAGER]  
[TITLE]

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[BOARD]  
[TITLE]



**Intergovernmental Agreement  
for the Development of a Water Quality Improvement Plan  
for the Wissahickon Creek Watershed**

**Section 1 Intergovernmental Agreement.**

THIS AGREEMENT is made by and among each of the Wissahickon Creek Watershed Municipalities and Wastewater Treatment Plants executing this Intergovernmental Agreement (Agreement) for the preparation of the Wissahickon Water Quality Improvement Plan (Plan), each Party shall individually be referred to as a "Party" and shall collectively be referred to as the "Parties". The list of Parties is as follows, and shall be updated by Addendum as necessary. This Agreement is authorized by Chapter 23, Subchapter A (relating to intergovernmental cooperation) of the General Local Government Code, 53 Pa. C.S. §2301 et seq.

**Municipalities**

Abington Township	Philadelphia County
Ambler Borough	Springfield Township
Cheltenham Township	Upper Dublin Township
Lansdale Borough	Upper Gwynedd Township
Lower Gwynedd Township	Whitemarsh Township
Montgomery Township	Whitpain Township
North Wales Borough	

**Wastewater Treatment Plants:**

Abington Township Wastewater Treatment Plant  
Ambler Borough Wastewater Treatment Plant  
Upper Gwynedd Township Wastewater Treatment Plant  
Upper Dublin Township Wastewater Treatment Plant (Bucks County Water & Sewer Authority)

**Section 2 Definitions.**

**Consultant:** A person, persons, or business with training and experience in a specific field who provides staffing and/or expertise under contract to the Management Committee.

**Legal Consultant:** Legal representation currently provided to the Wissahickon Clean Water Partnership by the firm of Manko Gold Katcher Fox, LLP to review data, reports and information and to offer guidance to the Partnership in regards to the preparation of the Wissahickon Water Quality Improvement Plan, and in the Partnership's relations with State and Federal Government agencies.

**Water Quality Improvement Plan:** The goal of the Plan (WQIP) is to identify, quantify and report on the existing water quality and habitat in the various water bodies throughout the Wissahickon Creek watershed and to promote policies, practices, capital work and retrofits to existing

structures. The WQIP will prioritize these efforts to affect improvements in the habitat of the watershed in a timely and economical sequence.

### **Section 3 Guiding Principles.**

- a. The Parties have a mutual interest in restoring the impaired waters of the Wissahickon Creek Watershed and recognize that the issues associated with the TMDL developed by the EPA are too broad for any one municipality to effectively address, and therefore, the parties commit to collaboratively work together in a mutually cooperative and respectful manner to develop the WQIP to replace the EPA TMDL.
- b. To evaluate historical and recent monitoring data to develop a scientifically defensible strategy that is acceptable to the Parties, PADEP, and USEPA, and which identifies specific areas within the watershed that have characteristics that may be contributing to the reduced water quality.
- c. The WQIP will include a list of potential capital projects and to promote policies and practices to reduce the existing deleterious characteristics and contributing conditions, including remediating degraded physical structures and habitat conditions in the watershed, replacing or retrofitting existing structures, implementing new practices and constructing new facilities, to improve the impaired conditions in the Wissahickon Creek Watershed as effectively, efficiently and economically as possible.
- d. The Parties agree that projects will be assessed and prioritized based on the anticipated ability to provide results that can be measured to monitor the progress of water quality improvements, and financial feasibility. The effectiveness of a project, or projects, would be evaluated and a determination made on the type(s) of subsequent work projects to pursue during the implementation phase, which is a separate phase from this plan development phase.

### **Section 4 Plan Goal**

The goal of the Water Quality Improvement Plan is to improve water quality and habitat standards in the water bodies throughout the Wissahickon Creek watershed.

### **Section 5 Administration and Organization.**

Effective Date.

- a. The Effective Date of this Agreement shall be the date at which each party adopts and executes the Intergovernmental Agreement (IGA) by Resolution.

Term

The term of this Agreement (Term) shall begin on the Effective Date at which each party adopts and executes the Intergovernmental Agreement, and ending either ninety (90) days after final

approval of a TMDL Alternative or on December 31, 2022, if no such approval has been received by that date.

#### Party Representation

- a. Participation in the preparation of the Plan shall continue to be through the Wissahickon Clean Water Partnership and its established committees.
- d) Management Committee: The organization of the Wissahickon Clean Water Partnership shall continue such that each Party shall designate a primary voting representative and an alternate to serve as the representative on the Management Committee regarding all matters related to the Plan preparation. The name of and contact information for the representative and alternate shall be provided to the Consultant in writing, as well as any subsequent changes.
  - 1) The Management Committee shall consist of one (1) representative from each Party. The seventeen (17) voting representatives (primary voting representatives) will form the Management Committee. The alternate shall be entitled to fully participate in all Stakeholder and Committee meetings, but may vote only when the designated representative is unavailable.
  - 2) The members of the Management Committee shall be appointed by their governing board, shall serve at the discretion of their board for an indefinite term, and shall regularly report to their governing body and provide drafts of materials prepared for review and comment by their governing body.
  - 3) Where a Management Committee member vacates his or her position, the Party shall appoint a new representative, in a timely manner, such that the Management Committee does not have a vacancy for any forthcoming meeting.
- e) Officers - Members of the Management Committee have elected 2 Co-Chairs, a Secretary and a Treasurer. An Officer shall serve for the duration of the Term, unless he or she resigns as an officer, as agreed to by the Management Committee. If an officer is unable to complete his term, a new officer shall be elected by the management committee. These officers shall perform the duties necessary to implement this Agreement and as generally envisioned by Robert's Rules of Order, latest edition.
  - 1) Treasurer - shall collect, maintain and disburse funds in a timely fashion for legitimate expenses related to Legal Services and Consultant Services, as approved by the Management Committee.
- f) Administration: Officers of the Management Committee will administer the activities of the Management Committee. The following are tasks that shall be undertaken and the responsibility of administration. The Management Committee may choose to delegate some or all of these activities to one or more Consultants:

- 1) Preparation and circulation of minutes to all Parties from all Management Committee meetings.
- 2) Hold all Management Committee meetings.
- 3) Review and comment on all draft Alternative Plan documents and revisions prepared by the Consultant, and submit the Plan as approved by the Management Committee to PADEP and EPA.
- 4) Review and Submit progress reports prepared by the Consultant to PADEP and EPA in a timely manner.
- 5) Calculate and invoice fees for each Party.
- 6) Retain all records, as that term is defined by the Pennsylvania Right-to-Know Law, for the time period required by applicable law but not less than six (6) years.

#### Meetings

- a) The Management Committee shall organize and schedule routine meetings of the Management Committee as needed, but at least quarterly.
- b) The purpose of the meetings shall be to conduct the following activities as necessary:
  - 1) Review and comment on, and when necessary vote on draft and final sections of the Plan.
  - 2) Presentation and approval of Progress Reports.
  - 3) Presentation and approval of the Financial Report.
  - 4) Presentation of report(s) to PADEP, EPA and other agencies.
  - 5) Presentation and vote on other Party business pertaining to the Plan process.
  - 6) Oversight and coordination of all aspects of the Legal Services and Consultant Services.
- c) Except as otherwise provided herein, all voting shall be completed by voice vote and decisions shall be based on a simple majority vote of Management Committee Parties in attendance.
- d) Each Party in attendance shall be entitled to one (1) vote on all matters addressed at a meeting and for which a vote is taken.
- e) Quorum. A quorum (more than 50% of Management Committee members as represented by a voting representative) is necessary for the Management Committee to take official action.
- f) The Management Committee shall comply with all laws applicable to the Parties, including, but not limited to, the Public Official and Employees Ethics Act, the Sunshine

Act, and any and all other applicable laws. All actions of the Management Committee shall be approved by a majority of its voting members. Management Committee members shall be entitled to attend meetings of the Management Committee, which shall occur no less than four (4) times per year or more frequently as needed, following advance written notice to all members of the Management Committee by regular mail, facsimile or email.

#### **Financing**

- a) A monetary contribution shall be provided by each Party, to cover the costs of Legal Services and Consultant Services. Dues shall be assessed as determined by the Management Committee.
  - 1) Invoicing and Payment. Parties shall be invoiced within 30 days of authorization by the Management Committee. Payments shall be remitted within 30 days of the invoice letter.
  - 2) Organization Account. A separate Management bank account shall continue to be maintained by the Management Committee for the deposit of each Party's Contributions. The funds therein shall be used solely for reimbursement for eligible costs and expenses pertaining to Legal Services and Consultant Services and other costs as approved by the Management Committee. Administration of these funds to pay for proper expenses under this Agreement shall be the responsibility of the Management Committee.
  - 3) Remaining Funds. Any funds remaining at the conclusion of the Term, shall be returned to the Parties, divided equally among the Parties that have paid their Annual Contribution. Such funds shall be disbursed to the Parties remaining at the completion of the Term no more than sixty (60) days after the date of Term completion.

#### **Section 6 Applicable Law**

The Parties agree and affirm that Pennsylvania law applies to this Agreement and all matters covered by and addressed by this Agreement. It is acknowledged and agreed that the sole and exclusive jurisdiction and venue for any dispute relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or Interpretation of this Agreement, shall rest with the Montgomery County Court of Common Pleas. The Parties hereby submit to the exclusive jurisdiction of that Court.

#### **Section 7 Integration**

This Agreement contains the entire agreement between the Parties. There are no understandings or agreements, verbal or otherwise, in relation hereto, except those expressly and specifically set forth herein. The Parties have not relied upon any statement, projection, disclosure, report, information or any other representation or warranty except for those as may be specifically and expressly set forth in this Agreement.

#### **Section 8 No Oral Modification**

This Agreement may not be modified except in writing executed by all Parties. This Agreement shall be amended only in writing, by duly authorized representatives of all Parties, and such revision(s) must be approved by official action of each Party jurisdiction, and as required by any applicable law of the Commonwealth.

### **Section 9 Severability**

No determination by any court, governmental body, arbitration, or other judicial body, that any provision of this Agreement or any amendment that may be created hereto, is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision of the Agreement or applicable amendment. Each provision shall be valid and enforceable to the fullest extent permitted by applicable law, and shall be construed where and whenever possible as being consistent with applicable law.

### **Section 10 Representation by Counsel**

This Agreement has been negotiated by the Parties through their respective legal counsel and embodies terms that were arrived at through mutual negotiation and joint effort, and the Parties shall be considered to have contributed equally to the preparation of this Agreement. The Parties warrant and represent that the terms and conditions of this Agreement have been discussed and negotiated between them, and their respective counsel, and are voluntarily and knowingly accepted for the purpose of making a full and final compromise between the Parties, as referenced herein. The Parties further acknowledge that they understand the facts and their respective legal rights and obligations pursuant to this Agreement.

## **Section 11 Counterparts**

This Agreement may be executed in counterparts, each of which will be an original, and all of which taken together shall constitute one and the same instrument.

## **Section 12 Execution by Facsimile or Electronic Scanning**

Delivery of an executed counterpart of this Agreement by facsimile, or by electronically scanning and e-mailing an executed counterpart signature page, while not specifically required, will be acknowledged by the Parties as being equally as effective as delivery of a manually executed counterpart of this Agreement. The use of a signature page received by facsimile, or through an electronic scan and e-mail, shall not affect the validity, enforceability, or binding effect of this Agreement.

BOROUGH OF NORTH WALES  
300 SCHOOL STREET  
NORTH WALES, PENNSYLVANIA

REMOTE MEETING: February 23, 2021 7:00 PM, EST

CALL TO ORDER made by President Sando.

ROLL CALL:	Salvatore Amato	Present
	James Cherry	Present, joined at 7:05 PM
	Sherwin Collins	Absent
	Ronald S. Little, Jr.	Present
	Wendy McClure	Present
	Sally Neiderhiser	Present
	Eion O'Neill	Present
	James Sando	Present
	Mark Tarlecki	Present
	Mayor Gregory D'Angelo	Present

Also in attendance were Gregory Gifford, Borough Solicitor, Alan Guzzardo, Assistant Borough Manager and Michael Eves, Chief of Police.

This meeting was held remotely via Zoom due to COVID-19 restrictions.

President Sando led the Pledge of Allegiance.

### **Public Comment**

Collette D'Angelo, Human Relations Commission member, provided an update on the Commission's activities including: meeting with the Abington Township Human Relations Commission, upcoming mediation training for Commission members and announcement of their next meeting date on March 18, 2021.

### **Consideration: Approval of Final Payment (\$7,132.38) Streetlight Procurement Program**

Member Neiderhiser made a motion to approve final payment in the amount of \$7,132.38, payable to Armour & Sons Electric, Inc. for the Streetlight Procurement Program. Member O'Neill seconded the motion. Motion passed 8 yes, 0 no.

### **Consideration: Approval of Certificate of Appropriateness: 301 W. Walnut Street**

Member Tarlecki made a motion to approve a Certificate of Appropriateness for a deck installation at 301 West Walnut Street. Member O'Neill seconded the motion. Motion passed 8 yes, 0 no.

### **Consideration: Approval of Minutes: 2/9/2021**

Member O'Neill made a motion to approve the minutes of February 9, 2021. Member Amato seconded the motion. Motion passed 8 yes, 0 no.



### **Consideration: Approval of Disbursements: \$43,201.18**

Member Neiderhiser made a motion to approve payment of the bills in the amount of \$43,201.18. Member Neiderhiser seconded the motion. Motion passed 8 yes, 0 no.

### **Old Business/Committee & Board Reports/Zoning Applications**

Manager Hart announced a Zoning Application has been received for 401 Washington Avenue and the hearing will take place on Tuesday, March 2, 2021. Manager Hart then announced that the annual Earth Day Extravaganza event will be held on Saturday, April 24 from 9am-1pm. She also announced that she attended a conference on the Community Development Block Grant program which she is currently reviewing for possible funding to extend the Center Street Gateway Sidewalk project on Center Street, north of West Walnut Street.

### **Solicitor / Mayor / Council / Chief of Police / Manager**

Solicitor Gifford announced that an executive session was held after the previous Council meeting to discuss a legal matter and no action was taken afterwards. He then announced another executive session would be held following tonight's meeting for a legal matter and no action would be taken on the matter.

Member Tarlecki asked Assistant Manager Guzzardo if the Montgomery County Planning Commission (MCPC) has selected a replacement Community Planner yet. Assistant Manager Guzzardo stated they had not, but they anticipate assigning a replacement by mid-April.

Member Amato announced that a resident commented on how excellent of a job Public Works has done with plowing work this winter. President Sando also thanked Public Works for their efforts, especially given the tough winter conditions we are experiencing this year.

Chief Eves provided the following updates: the Department is now fully staffed, some emergency vehicle repairs had to be made which are included in the bills list, and he is going to look into better enforcement procedures for snow removal relating to sidewalks.

Member Neiderhiser made a motion to adjourn. Member O'Neill seconded the motion. Motion passed 8 yes, 0 no. Meeting adjourned at 7:26 P.M.

Attest: \_\_\_\_\_

Christine A. Hart  
Borough Manager

**HRMM&L**  
**HAMBURG, RUBIN, MULLIN,**  
**MAXWELL & LUPIN, PC**  
ATTORNEYS AT LAW

[www.HRMML.com](http://www.HRMML.com)  
[Lawyers@HRMML.com](mailto:Lawyers@HRMML.com)

27232-000

March 3, 2021

**Via Email**

Christine A. Hart, Borough Manager  
Alan R. Guzzardo, Assistant Borough Manager  
300 School Street  
North Wales, PA 19454

Re: **North Wales Borough Zoning Hearing Board**  
**Reorganization for 2021**

Dear Christine and Alan:

I am writing to confirm that on March 2, 2021 the Zoning Hearing Board reorganized for the year 2021 as follows:

Chairman -	Anthony Kratowicz;
Vice-Chair -	Andrew Berenson;
Member -	Perry Frances;
Member -	Gregory Lord;
Member -	Charles Blackledge
Alternate -	Amanda Combs
Solicitor -	Hamburg, Rubin, Mullin, Maxwell & Lupin Bernadette Kearney, lead counsel;
Hearing Examiner/Officer -	all Zoning Hearing Board members and the alternate pursuant to Article IX of the MPC;

Please call if you have any question, (215) 661-1522. Thank you and I look forward to working with you again this year!

Very truly yours,

HAMBURG, RUBIN, MULLIN,  
MAXWELL & LUPIN

By:   
BERNADETTE A. KEARNEY

BAK:ch

J. Edmund Mullin  
Steven H. Lupin  
Douglas I. Zeiders  
Carl N. Weiner  
Jonathan Samel, LL.M.  
Merle R. Ochrach  
Mark F. Himsworth  
Steven A. Hann  
Steven B. Barrett  
Christen G. Pionzio  
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Bernadette A. Kearney  
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William G. Roark  
Andrew P. Grau, LL.M.  
Susan E. Piette  
Lisa A. Shearman  
Nathan M. Murawsky  
Timothy P. Briggs  
Kathleen A. Maloles  
Steven J. English  
Michael A. Luongo  
Noah Marlier  
Kevin M. McGrath  
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**OF COUNSEL:**

John C. Rafferty, Jr.

**LANSDALE**

ACTS Center – Blue Bell  
375 Morris Road  
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**LIMERICK**  
**HARRISBURG**

**HRMM&L**  
**HAMBURG, RUBIN, MULLIN,**  
**MAXWELL & LUPIN, PC**  
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27232-000

March 3, 2021

**Via Email**

Christine A. Hart, Borough Manager  
Alan R. Guzzardo, Assistant Borough Manager  
300 School Street  
North Wales, PA 19454

**Re: In-law Suites**

Dear Christine and Alan:

As you know I am the Solicitor for the Zoning Hearing Board ("ZHB"). The ZHB has seen an increase in the number of requests for relief for in-law suites in the past few years. The Zoning Ordinance addresses separate living areas in Section 208-147 when the main residence and in-law suite are located within a single-family detached, semidetached, two-family detached or two-family semidetached dwelling and are connected internally and have a common internal passage maintained between the units by way of a doorway or hall.

In addition to zoning applications for in-law suites within existing residences, the ZHB has had applications for in-law suites in existing detached garages and other existing detached structures as well as for proposed new detached structures to be used for in-law suites.

The ZHB understands that the Borough is working with the Montgomery County Planning Commission on reviewing the current Zoning Ordinance. Detached in-law suites, including architectural standards, may be a good topic for discussion while reviewing the current Zoning Ordinance.

Please call me with any questions, (215) 616-1522. Thank you for your consideration of this matter.

Very truly yours,  
HAMBURG, RUBIN, MULLIN,  
MAXWELL & LUPIN

By:   
BERNADETTE A. KEARNEY

BAK:ch

cc: Tony Kratowicz, ZHB Chairman – via email

{03028265;v2 }

J. Edmund Mullin  
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**LIMERICK**  
**HARRISBURG**

# A Reduce, Reuse, Recycle Event!

## NORTH WALES BOROUGH



## EARTH DAY EXTRAVAGANZA



### BOROUGH RESIDENTS ONLY

**SAT., APRIL 24 – 9 AM to 1 PM**

**LOCATION: BOROUGH HALL, 300 SCHOOL STREET**

Paper Shredding

Old Shoes, Boots, Sneakers

Torn or tattered US Flags

Scrap Metal

Used eyeglasses

Used Clothing and Textiles

Household Batteries

Books, CD's and DVD's

Items containing Refrigerant; air conditioners, freezers, refrigerators, etc.

E-Recycling | Limit (1) TV per household – No Console TV's

(Visit [www.northwalesborough.org](http://www.northwalesborough.org) for a complete list)

**LOCATION: POINT SERVICE CTR, 336 W WALNUT ST**

Auto Parts, Wheels

Car Batteries

New/Used Oil, Coolant, Chemicals

Used Tires – Limit 2 (resident only)

*Thank you to our Earth Day Sponsors:*



*You MUST wear a mask and follow all CDC Covid-19 related guidelines.*

*This event is an outdoor event, it will be held rain or shine.*

MONTGOMERY COUNTY, PA

# COVID-19 **HOTLINE**

For general COVID-19 questions:

**(833) 875-3967**

Monday through Saturday  
from 8 am to 8 pm

[www.montcopa.org/covid-19vaccine](http://www.montcopa.org/covid-19vaccine)

[covid19@montcopa.org](mailto:covid19@montcopa.org)





# Montgomery County Consortium of Communities

"Responsive Governance through Collaboration"

February 22, 2021

## EXECUTIVE COMMITTEE

Jaime Snyder,  
*President*  
Hatfield Boro.

John Ernst  
*Vice President*  
Lansdale Boro

Keith Truman,  
*Treasurer*  
Bridgeport Boro.

Brandon Ford  
Training & Development  
Springfield Twp.

Jamie Gwynn  
Legislative Liaison  
New Hanover Twp.

Sean Halbom  
Consortium Coordinator  
Whitemarsh Twp.

Chief Elected Official  
Consortium Member Municipality  
Montgomery County, PA

RE: Steering Committee for Developing a Regional Local Climate Action Plan

Dear Chief Elected Official:

The Montgomery County Consortium of Communities, a voluntary association of local governments in Montgomery County, is seeking seven interested elected officials from across the County to serve on a steering committee for the development of a regional climate action plan (RCAP). This ambitious endeavor is being undertaken in partnership with the Montgomery County Planning Commission (MCPC), the Delaware Valley Regional Planning Commission (DVRPC), the Pennsylvania Department of Environmental Protection (DEP), the Local Governments for Sustainability Network (ICLEI), and Bucknell University.

In early 2020, the Consortium voted to participate in the creation of an RCAP through DEP's Local Climate Action Plan (LCAP) program, an initiative with no cost to participants due to funding received by the U.S. Department of Energy. The goal of the program is to guide municipalities across the Commonwealth to reduce greenhouse gas emissions and to start planning to address the impacts of climate change at the local level. The Consortium is one of two regional entities currently engaged in the LCAP program. Past participants include Chester County and the Centre County Council of Governments.

The proposed steering committee will function as a direct advisory board to the technical planning group responsible for spearheading the data analysis and drafting of the RCAP. The Consortium hopes that the elected officials serving on the steering committee will also facilitate future adoption and/or acquisition of support for the plan in their home municipalities and sub-regions of the county. The steering committee will also assist in the organization of several regional public meetings to solicit input from the general public regarding the RCAP.

The steering committee will meet on a monthly basis throughout the spring and early summer of 2021, at which time the RCAP is expected to be completed. In order to accurately reflect the needs and interests of the entire county, we are seeking one representative and one alternate from each group of municipalities identified in the accompanying document; it is preferable that the alternate represents a second group in each respective grouping. If you or an elected official on your governing body is interested in this opportunity, please notify your municipal manager, who will in turn contact the Consortium Executive Committee.

Very truly yours,

Executive Committee of the  
Montgomery County Consortium







# **Borough Boards & Commissions Vacancies**

- Historic Commission – Term Expires: 12/31/2025
- Historical Architectural Review Board – Term Expires: 12/31/2023
- Historical Architectural Review Board – Term Expires: 12/31/2023  
**Must be a licensed real estate broker.**
- Planning Commission – Term Expires: 12/31/2021
- Uniform Construction Code Board of Appeals – Term Expires: 12/31/2021

Please submit a letter of interest for any one or more of the above listed openings, addressed to the North Wales Borough Council in care of the Borough Manager. Letters can be submitted electronically to [chart@northwalesborough.org](mailto:chart@northwalesborough.org).