



Whitemarsh TOWNSHIP

616 GERMANTOWN PIKE – LAFAYETTE HILL, PA 19444-1821
TEL: 610-825-3535 FAX: 610-825-9416
www.whitemarshtwp.org

BOARD of SUPERVISORS

Laura Boyle Nester– Chair
Fran McCusker– Vice Chair
Michael Drossner
Vincent Manuele
Jacy Toll

Richard L. Mellor, Jr.
Township Manager

WHITEMARSH TOWNSHIP BOARD OF SUPERVISORS

MEETING OF JUNE 11, 2020 6:00 PM

ZOOM MEETING PARTICIPATION INFORMATION

The Whitemarsh Township Board of Supervisors will hold their monthly meeting on Thursday, June 11, 2020 at 6:00 p.m. In response to the COVID 19 health pandemic, and to promote social distancing this meeting will be conducted via ZOOM. Members of the Board, 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 Date:** Thursday, June 11, 2020
- **Meeting Time:** 6:00 PM
- **Meeting URL:** <https://us02web.zoom.us/j/88237849511?pwd=alpNUEt2ZHN3bWNDMIBRN1AzZXplQT09>
- **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: 882 3784 9511
- **Meeting dial in number (no video):** 1-646-558-8656
- **Meeting ID number (to be entered when prompted):** 882 3784 9511
- **Meeting Password:** 827488

Public comment via email to Township Manager Rick Mellor, rmellor@whitemarshtwp.org must be submitted one hour before the start of the meeting. Public comment will also be accepted via the ZOOM chat button during the meeting. In both cases you will need to provide your name and address for the record.

Persons with a disability who wish to participate in the public hearing and require an auxiliary aid, service or other accommodation to participate in the hearing should contact Whitemarsh Township at 484-594-2601.

“A GREAT PLACE TO LIVE AND WORK”

**WHITEMARSH TOWNSHIP BOARD OF SUPERVISORS
MEETING OF JUNE 11, 2020 6:00 PM**

BOYLE-NESTER ____ DROSSNER ____ MANUELE ____ McCUSKER ____ TOLL ____

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

Moment of Silence for George Floyd
Update from Whitemarsh Chief of Police Christopher P. Ward
Consider Proclamation for 2020 Graduates

PUBLIC HEARINGS

APPROVAL OF MINUTES

May 14, 2020

BOARD PUBLIC DISCUSSION ITEMS

Review Township Finances Month Ending May 31, 2020
Nathan Crittendon, Finance Director

CONSIDER ACTION ITEMS

Ordinances

Resolutions

Consider WalkWorks Grant Resolution
Washington Street Feasibility Study Matching the TCDI Grant
Consider Amending Non-uniformed Retirement Plan
Permit Loans from the ICMA RC Defined Contribution Plan

Motions

Consider Ordinance Advertisement to Purchase Real Property under Act 153
The Highlands/7001 Sheaff Lane – 27.82 acre Conservation Easement
Consider Notice of Intent to Award Public Bid - Germantown Pike Pedestrian Crossing
Premier Concrete, Inc. - \$128,900.50
Consider Ordinance Advertisement
Amend Chapter 103 "Streets and Sidewalks" to Protect Pavement Surfaces
Consider Escrow Release No. 1; \$16,062.30
252 Roberts Avenue, LLC
Consider Escrow Release No. 4; \$96,294.77
Whitemarsh Knolls, LLC/Germantown Pike
Consider May 2020 Expenditures and Payroll and Pension Plan Paid Costs
\$1,604,305.05 and \$899,586.96 and \$8,872.94

PUBLIC COMMENT PERIOD

BOARD MEMBER COMMENTS

ANNOUNCE EXECUTIVE SESSION

ADJOURNMENT

PUBLIC PARTICIPATION INFORMATION

1. Public meetings of the Board shall follow a prescribed agenda, which will be available to the general public two days preceding the meeting.
2. If members of the public wish the Board to address a specific item at a public meeting, a written request to the Township Manager shall be submitted by noon on Friday of the week before the meeting. The written request shall specify the item or items the individual desires to be addressed.
3. The Board may consider other matters for the agenda as they see fit.
4. The Board will entertain Public Comment at either the beginning of the meeting or prior to specific action items during the meeting, at the discretion of the Chair. Individuals must advise the Chair of their desire to offer such comment.
5. A Public Comment period will be provided at the conclusion of a meeting for input on any subject.
6. The Board Chair shall preside over Public Comments and may within their discretion:
 - a. Recognize individuals wishing to offer comment.
 - b. Require identification of such persons.
 - c. Allocate total available Public Comment time among all individuals wishing to comment.
 - d. Allocate up to a five (5) minute maximum for each individual to offer Public Comment at a meeting, Township Staff shall time comments and shall announce, "one minute remaining" and "time expired" to the Chair.
 - e. Rule out of order scandalous, impertinent and redundant comment or any comment the discernible purpose of which is to disrupt or prevent the conduct of the business of the meeting including the questioning of, or polling of, or debating with, individual members of the Board.



WHITEMARSH TOWNSHIP PROCLAMATION

WHEREAS, the graduating Class of 2020 is living in extraordinary and unprecedented times as they conclude their studies virtually, instead of in the classroom, surrounded by classmates, friends, and teachers; and

WHEREAS, due to many challenges of the coronavirus pandemic, the members of the graduating classes are in the unenviable position of being unable to walk with their classmates to receive their diplomas and other much-deserved recognitions; and

WHEREAS, the 2020 graduates of the public and private grade schools, high schools, colleges and universities attended by Whitemarsh Township residents are to be praised for their diligence in accomplishing their objectives while facing numerous challenges; and

WHEREAS, the Board of Supervisors of Whitemarsh Township sincerely recognizes this wonderful time of life for the many graduates who go forward like none before them.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Whitemarsh Township congratulates the Class of 2020 and wishes all graduates a most successful future.

RESOLVED this 11th of June 2020.

WHITEMARSH TOWNSHIP BOARD OF SUPERVISORS

Laura Boyle Nester, Chair

Fran McCusker, Vice-Chair

Michael Drossner, Supervisor

Vincent Manuele, Supervisor

Jacy Toll, Supervisor

**WHITEMARSH TOWNSHIP BOARD OF SUPERVISORS
PUBLIC MEETING MINUTES**

MAY 14, 2020

The Regular Monthly Meeting of the Whitemarsh Township Board of Supervisors was held on Thursday, May 14, 2020 at 6:00 PM, a virtual ZOOM meeting, due to COVID-19 pandemic.

Supervisors Present: Laura Boyle Nester, Chair; Fran McCusker, Vice-Chair; Michael Drossner; Vincent Manuele and Jacy Toll.

Also Present: Richard L. Mellor, Jr., Township Manager; Sean Kilkenny, Township Solicitor; James Hersh, P.E. Township Engineer and Charles L. Guttenplan, AICP

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

Tom Blomstrom, Director of Parks and Recreation

Mr. Blomstrom stated he hopes that Township families are remaining safe & healthy during these extraordinary times. As has been announced in the media, many summer programs, activities, and special events are being cancelled throughout the County, Region, and State due to the COVID-19 pandemic. Understandably, the Township has been receiving questions regarding how COVID-19 will affect our Parks and Recreation summer camps this year. As a result and to best serve and communicate with the public, the Parks and Recreation Department has developed a landing page on the Township Website under Parks and Recreation titled "Summer Camp COVID 19 Updates". The direct link is <https://www.whitemarshtwp.org/Summer-Camp-COVID-19-Updates>. This web page will provide answers to some of the most common camp-related questions that we have received. It will also include the most up-to-date summer camp information made available by our department. This information will be updated as developments occur, so participants are encouraged to check back periodically. The landing page will be live at 4:00pm on Thursday, May 14th. At this time, all Whitemarsh Township summer camps are currently running as scheduled. The Parks and Recreation Team are diligently working to develop new processes & protocols aimed to maintain a safe and healthy camp environment, which is always our top priority. This continues to be an extremely fluid situation, and our department will continue to monitor and abide by all guidance provided by the Governor, County, CDC, and DOH, as well as professional recommendations by NRPA & PRPS, as are possible. Please note that, as these guidelines and recommendations become clearer in forthcoming weeks, the Township will be determining the best course for participant and employee safety. This may lead to cancellation of camps and trips, delaying the beginning start dates of camps, reducing the participant attendance at camps, altering hours and camp structures, implementing new inclement weather policies, and requiring a variety of new safety protocols. In the event that there are any relevant updates or changes to our 2020 summer camp plans moving forward, we will be sure to communicate them to the Website "Summer Camp COVID 19 Updates" landing page as soon as possible.

Supervisor McCusker announced a reminder to all residents; please complete your 2020 census if you haven't already. To date, 62% of Montgomery County residents have replied, and 74.4% of Whitemarsh residents have replied. If you have questions about the census, their call center is open from 7am-2am daily: 844-330-2020

Have you requested a Mail-In Ballot for the upcoming Primary Election? The deadline for all Mail-in and Absentee Ballot applications is May 26th. To file an online application, visit www.VOTESPA.com. You can also confirm your registration by contacting the Montgomery County Voter Services Officer at: (610) 278-3280.

Valley Green Bridge is OPEN! Motorists should take note of new traffic signage and vehicle barriers in that area.

The Parks and Recreation Department invites you to join magician Aril Paul tomorrow evening at 7:30 PM for a family-friendly magic show.

Are you searching for way to keep your family entertained this Friday Night? Then Parks and Rec just pulled a rabbit out of their hat! Join Magician Ari Paul at 7:30 PM for an interactive blend of comedy and magic. Register at the Parks page on the Township website. Be sure to check out the many other online programs while you're there.

PUBLIC HEARINGS

None

APPROVAL OF MINUTES

1. April 9, 2020

On a motion by Supervisor McCusker, seconded by Supervisor Drossner (Vote 5-0) the Board of Supervisors approved the April 9, 2020 meeting minutes.

BOARD PUBLIC DISCUSSION ITEMS

ORDINANCES

1. 3-way Stop Sign at West Valley Green Road and Hunt Lane and 3-way Stop Sign at West Valley Green Road and Creek Lane

Mr. Mellor began by explaining Montgomery County is getting ready to open the West Valley Green Bridge. The stop signs proposed will slow traffic down heading to the bridge. Supervisor Manuele stated installing the stop signs is a life-safety situation. There was a discussion about the reconstruction of the bridge. Mr. Mellor explained there will be stop signs and they will light up to alert people to stop. He explained the County will be installing them. He explained this is a life safety issue. He also explained there is a pedestrian crossing near the bridge and this will be another safety precaution. Mr. Mellor stated the Township met with County officials and provided Township input. He explained the signage has been collaboration with the County, but it is the Township who enforces the law. There was a discussion about whether or not the signs will be permanent.

Joan Biddle (Henry Lane) asked why speed bumps weren't considered instead of stop signs. Mr. Mellor explained the County looked at an array of possibilities, he stated because of the bends in the road, etc. the road does not warrant speed humps.

On a motion by Supervisor Drossner, seconded by Supervisor Toll (Vote 5-0) the Board of Supervisors adopted **Ordinance #999** amending Chapter 111, "Vehicles and Traffic", Article II, "Traffic Regulations", of the Code of the Township of Whitmarsh to establish 3-way stop intersections at West Valley Green Road and Hunt Lane and West Valley Green Road and Creek Lane.

2. Brake Retarder Restriction on Joshua and Flourtown Roads

Mr. Mellor explained the Township has received several complaints over the past few years with regards to large trucks utilizing brake retarders commonly referred to as Jake or J-brakes. They are engaged by trucks when downshifting or in the motion of braking. As a result, they are very loud and considered a nuisance by those residents who have complained. He stated the Police Department researched and found several surrounding municipalities have ordinances for specific roadways that restrict their use. In order place this restriction to occur along a State roadway, it required PENNDOT to perform a study to determine if this restriction is permitted. The Township requested the study last year and PENNDOT authorized the Township could allow the brake retarder restriction along the following two sections of State roads: Flourtown Road between Butler Pike and Joshua Road and Joshua Road between Stenton Avenue and Flourtown Road

On a motion by Supervisor Manuel, seconded by Supervisor Toll (Vote 5-0) the Board of Supervisors adopted **Ordinance #1000** amending the Vehicle and Traffic provisions of the Code of the Township of Whitmarsh to prohibit the use of Engine Brake Retarders AKA "Jake Brakes" on Flourtown Road from Joshua Road to Butler Pike and on Joshua Road from Flourtown Road to Stenton Avenue pursuant to a study performed PENNDOT.

RESOLUTIONS

None

MOTIONS

1. Non-uniformed Pension Plan

Mr. Mellor explained Nate Crittendon, Director of Finance and I have been evaluating the non-uniformed pension plans with Michael Courtney from RBC who was appointed plan fiduciary. He stated the Township's non-uniformed defined contribution and deferred compensation plans are currently with ICMA RC. Since a new financial plan manager took over our account a few years ago we have struggled to receive consistent and responsive service to our employees. We also have not examined the pricing in the years that I have been with the organization. The plan costs are paid for by the Township. These two contributing factors are the reason it was prudent to look at other options. According to Mike Courtney, ICMA RC pricing of 15 basis points was high compared to the others in the pension market. We requested ICMA RC to provide us better pricing which they came back with 6.5 basis points. When evaluating other options Nationwide provided the most competitive pricing at 3 basis points. Mr. Crittendon and I met with

Nationwide and were very impressed with their funds offered (Vanguard, T. Rowe Price, etc.) which are common in retirement plans as well as cost efficient. Also, the customer service plan that Nationwide would provide includes meeting with the employees to discuss topics and trends several times per year and conducting individual meetings with the employees to review plan performance and make recommendations. This is no different than what is provided for the police pension plan but ICMA RC has not provided to non-uniformed employees. He explained Mr. Courtney and Nationwide will have an orientation process in order to familiarize employees with the Nationwide funds and web based tools. The timeline for implantation is for late summer. He stated the agreements were reviewed by the Solicitor's office and are acceptable for consideration.

On a motion by Supervisor Drossner, seconded by Supervisor McCusker (Vote 5-0) the Board of Supervisors approved the non-uniformed Pension Plan engagement with Nationwide for the Township's Defined Contribution and Deferred Compensation Plans.

2. Certificates of Appropriateness

Mr. Guttenplan explained there are two Certificates of Appropriateness for a six-foot shadowbox fence to be installed along the rear property lines at 2 and 12 Catherine Lane in the Maple Hill Development. He stated HARB reviewed these two applications at its March 11, 2020 meeting. Noting that it was an extension of the same fence that they recommended approval for the prior month, they passed a unanimous motion recommending approval of both of the Certificates of Appropriateness.

On a motion by Supervisor McCusker, seconded by Supervisor Toll (Vote 5-0) the Board of Supervisors approved the Certificate of Appropriateness for the installation of a fence at 2 Catherine Lane.

On a motion by Supervisor McCusker, seconded by Supervisor Toll (Vote 5-0) the Board of Supervisors approved the Certificate of Appropriateness for the installation of a fence at 12 Catherine Lane.

Mr. Guttenplan explained there is a Certificate of Appropriateness for a paver patio and sitting wall at 15 Catherine Lane in the Maple Hill Development. This will be constructed in the rear of the home and will not be seen from the street. It is proposed to be constructed of E P Henry pavers in various shades of gray. He stated HARB reviewed this proposal at its March 11, 2020 meeting, and noted that it was similar to other patios reviewed recently in this development.. They passed a unanimous motion recommending approval of a Certificate of Appropriateness for the patio and sitting wall as proposed.

On a motion by Supervisor McCusker, seconded by Supervisor Drossner (Vote 5-0) the Board of Supervisors approved the Certificate of Appropriateness for the installation patio and wall at 15 Catherine Lane.

3. April 2020 Expenditures and Payroll and Pension Plan Paid Costs

On a motion by Supervisor McCusker, seconded by Supervisor Toll (Vote 5-0) the Board of Supervisors approved expenditures totaling \$1,152,661.86; and payroll totaling \$631,169.90 and pension paid costs totaling \$7,577.52 for April 2020.

AMEND AGENDA

On a motion by Supervisor Drossner, seconded by Supervisor McCusker (Vote 5-0) the Board of Supervisors amended the agenda.

4. Certificates of Appropriateness

Mr. Guttenplan explained there is an additional Certificate of Appropriateness to consider; this one is for a paver patio at 4 Catherine Lane in the Maple Hill Development. This will be constructed in the rear of the home and will not be seen from the street. It is proposed to be constructed of pavers in gray tones (pewter). HARB reviewed this proposal at its May 13, 2020 meeting, held using 'Zoom' technology. They passed a unanimous motion recommending approval of a Certificate of Appropriateness for the patio as proposed.

On a motion by Supervisor Toll, seconded by Supervisor McCusker (Vote 5-0) the Board of Supervisors approved the Certificate of Appropriateness for the installation of a patio at 4 Catherine Lane.

PUBLIC COMMENT PERIOD

None

BOARD MEMBER COMMENTS

Supervisor McCusker thanked Emergency Services workers, essential employees and health care workers doing a great job showing the unity in Whitmarsh Township.

Chair Nest agreed and said the community is great and she values all the residents and their insights and comments. She thanks township staff for working together as a team and especially Manager Mellor and Assistant Manager Halbom.

EXECUTIVE SESSION

Chair Nester announced the Board of Supervisors held an Executive Session on prior to the meeting to discuss litigation and real estate.

ADJOURNMENT

On a Motion by Chair Nester, seconded by Supervisor McCusker the meeting for May 14, 2020 was adjourned at 6:50 PM.

Respectfully Submitted,

Richard L. Mellor, Jr.
Township Manager

May 14, 2020

WHITEMARSH TOWNSHIP

TO: Board of Supervisors
Richard L. Mellor, Jr., Township Manager

FROM: Nathan L. Crittendon, Director of Finance

SUBJECT: Revenue Update – Tax Collections

DATE: May 29, 2020

As a proactive response to the economic effects of the COVID pandemic, the Township began monitoring the tax revenues, being the primary revenue stream, in a similar fashion as is done during the budgeting process. Provided below is an explanatory summary of the findings, as well as a copy of the Township's financial standing for both the end of April and current year to date standing.

Overall the Township realizes substantial tax collection revenues:

1. Real Estate Tax

In the interest of maximizing the fluidity of cashflow, the Finance department remained open during pandemic closure, with the approval of the Township Manager. This discussion resulted in the Township achieving 84% of it's budgeted goal by the end of April and 90% of it's budgeted goal year to date. To date, over 3.5 million dollars in collections have been processed, exceeding the prior year's collections by 6%.

2. Act 511 Taxes

With the Federal Reserve lowering rates, home buying and refinancing interest have spiked, benefiting the Township in two significant areas. The first is seen in

the higher delinquent collections, as homeowners need to be current on their taxes in order to refinance or sell. The second number is the interim tax, which generates as a result of new home purchases. This number ties into the real estate transfer tax. All three areas are experiencing continued windfalls throughout the pandemic period. (Current months transfer tax amounts are not received until the following month. However, home sales have sustained in the Township as confirmed by the Recorder of Deeds office.)

Earned income tax is still on par with prior years collections in local service tax, and both earned income tax revenue lines, while business taxes (BPT) experienced significant losses in May. BPT collection shortfalls represent 84%, or \$1.45 million, of the Act 511 shortfall. However, with the state changing our status to yellow business privilege collections are expected to fall in line by quarters end.

WHITEMARSH TOWNSHIP
HISTORICAL ACTUALS COMPARISON REPORT
FOR TAXES COLLECTED IN APRIL

ACCOUNTS FOR FUND	ACCOUNT DESCRIPTION	2018 ACTUALS	2019 ACTUALS	2020 BUDGET	DIFFERENCE BETWEEN YEARS
GENERAL FUND					
REAL ESTATE TAXES					
	RE TAXES - CURRENT	(\$2,772,291.72)	(\$2,802,912.63)	(\$3,023,892.00)	(\$220,979.37)
	RE TAXES - T.I.F. REVENUE	(\$70,734.00)	(\$70,734.00)	(\$70,734.00)	\$0.00
	RE TAXES - DELINQUENT	(\$7,438.66)	(\$10,058.77)	(\$29,860.82)	(\$19,802.05)
	RE TAXES - INTERIM	(\$4,785.50)	(\$4,210.84)	(\$53,301.79)	(\$49,090.95)
	TOTAL REAL ESTATE TAXES	(\$2,855,249.88)	(\$2,887,916.24)	(\$3,177,788.61)	(\$289,872.37)
ACT 511 TAXES					
	RE TRANS TAX	(\$174,546.64)	(\$138,599.96)	(\$138,090.07)	\$509.89
	EARNED INCOME TAX	(\$1,734,443.22)	(\$1,952,117.74)	(\$1,879,321.65)	\$72,796.09
	OPEN SPACE EARNED INCOME TAX	(\$627,054.64)	(\$711,816.96)	(\$665,025.11)	\$46,791.85
	MERCANTILE TAX	(\$384,812.51)	(\$198,294.31)	(\$12,978.75)	\$185,315.56
	LOCAL SERVICES TAX	(\$191,547.61)	(\$205,536.74)	(\$187,825.95)	\$17,710.79
	ADMISS TAX - AMUSEMENT	\$0.00	(\$579.58)	(\$735.51)	(\$155.93)
	BUSINESS PRIVILEGE TAX	(\$691,226.13)	(\$362,526.88)	(\$366,142.02)	(\$3,615.14)
	COMPLIANCE AUDITS	\$0.00	\$0.00	\$0.00	\$0.00
	BPT COLLECTIONS W/ NO REPORTS			(\$388,285.26)	(\$388,285.26)
	TOTAL ACT 511 TAXES	(\$3,803,630.75)	(\$3,569,472.17)	(\$3,638,404.32)	(\$68,932.15)
TOTAL GENERAL FUND REVENUES		(\$6,658,880.63)	(\$6,457,388.41)	(\$6,816,192.93)	(\$358,804.52)

WHITEMARSH TOWNSHIP
HISTORICAL ACTUALS COMPARISON REPORT
FOR TAXES COLLECTED IN APRIL

ACCOUNTS FOR FUND	ACCOUNT DESCRIPTION	2018 ACTUALS	2019 ACTUALS	2020 BUDGET	DIFFERENCE BETWEEN YEARS
PARKS & RECREATION FUND					
	REAL ESTATE TAX				
	REAL ESTATE TAXES - CURRENT	(\$349,665.65)	(\$353,292.71)	(\$380,433.69)	(\$27,140.98)
	REAL ESTATE TAXES - DELINQUENT	(\$919.38)	\$0.00	\$0.00	\$0.00
	REAL ESTATE TAXES - INTERIM	(\$588.31)	(\$517.65)	(\$6,552.60)	(\$6,034.95)
	TOTAL REAL ESTATE TAX	(\$351,173.34)	(\$353,810.36)	(\$386,986.29)	(\$33,175.93)
TOTAL PARKS & RECREATION FUND		(\$351,173.34)	(\$353,810.36)	(\$386,986.29)	(\$33,175.93)
GRAND TOTAL					
	REVENUES				
	GRAND TOTAL REAL ESTATE TAXES	(\$3,206,423.22)	(\$3,241,726.60)	(\$3,564,774.90)	(\$323,048.30)
	GRAND TOTAL ACT 511 TAXES	(\$3,803,630.75)	(\$3,569,472.17)	(\$3,638,404.32)	(\$68,932.15)
	GRAND TOTAL REVENUES	(\$7,010,053.97)	(\$6,811,198.77)	(\$7,203,179.22)	(\$391,980.45)

WHITEMARSH TOWNSHIP
HISTORICAL ACTUALS COMPARISON REPORT
FOR TAXES COLLECTED TO DATE

ACCOUNTS FOR FUND	ACCOUNT DESCRIPTION	2018 ACTUALS	2019 ACTUALS	2020 ACTUALS	DIFFERENCE BETWEEN YEARS
GENERAL FUND					
REAL ESTATE TAXES					
	RE TAXES - CURRENT	(\$2,802,794.00)	(\$2,882,879.00)	(\$3,220,590.00)	(\$337,711.00)
	RE TAXES - T.I.F. REVENUE	(\$70,734.00)	(\$70,734.00)	(\$70,734.00)	\$0.00
	RE TAXES - DELINQUENT	(\$10,688.60)	(\$25,952.70)	(\$33,841.91)	(\$7,889.21)
	RE TAXES - INTERIM	(\$7,491.99)	(\$4,210.84)	(\$54,099.50)	(\$49,888.66)
	TOTAL REAL ESTATE TAXES	(\$2,891,708.59)	(\$2,983,776.54)	(\$3,379,265.41)	(\$395,488.87)
ACT 511 TAXES					
	RE TRANS TAX	(\$249,412.63)	(\$343,036.49)	(\$209,017.39)	\$134,019.10
	EARNED INCOME TAX	(\$3,188,126.79)	(\$3,380,322.38)	(\$3,311,219.62)	\$69,102.76
	OPEN SPACE EARNED INCOME TAX	(\$1,058,766.58)	(\$1,155,957.70)	(\$1,077,268.24)	\$78,689.46
	MERCANTILE TAX	(\$652,695.05)	(\$656,644.89)	(\$28,961.94)	\$627,682.95
	LOCAL SERVICES TAX	(\$329,859.21)	(\$339,665.78)	(\$339,245.18)	\$420.60
	ADMISS TAX - AMUSEMENT	\$0.00	(\$2,622.71)	(\$1,082.56)	\$1,540.15
	BUSINESS PRIVILEGE TAX	(\$1,538,624.29)	(\$1,721,016.46)	(\$738,097.04)	\$982,919.42
	COMPLIANCE AUDITS	\$0.00	\$0.00	\$0.00	\$0.00
	BPT COLLECTIONS W/ NO REPORTS			(\$160,843.61)	(\$160,843.61)
	TOTAL ACT 511 TAXES	(\$7,017,484.55)	(\$7,599,266.41)	(\$5,865,735.58)	\$1,733,530.83
TOTAL GENERAL FUND REVENUES		(\$9,909,193.14)	(\$10,583,042.95)	(\$9,245,000.99)	\$1,338,041.96

WHITEMARSH TOWNSHIP
HISTORICAL ACTUALS COMPARISON REPORT
FOR TAXES COLLECTED TO DATE

ACCOUNTS FOR FUND	ACCOUNT DESCRIPTION	2018 ACTUALS	2019 ACTUALS	2020 ACTUALS	DIFFERENCE BETWEEN YEARS
PARKS & RECREATION FUND					
	REAL ESTATE TAX				
	REAL ESTATE TAXES - CURRENT	(\$353,415.00)	(\$363,123.00)	(\$404,626.00)	(\$41,503.00)
	REAL ESTATE TAXES - DELINQUENT	(\$1,321.06)	\$0.00	\$0.00	\$0.00
	REAL ESTATE TAXES - INTERIM	(\$921.03)	(\$517.65)	(\$6,650.66)	(\$6,133.01)
	TOTAL REAL ESTATE TAX	(\$355,657.09)	(\$363,640.65)	(\$411,276.66)	(\$47,636.01)
TOTAL PARKS & RECREATION FUND		(\$355,657.09)	(\$363,640.65)	(\$411,276.66)	(\$47,636.01)
GRAND TOTAL					
	REVENUES				
	GRAND TOTAL REAL ESTATE TAXES	(\$3,247,365.68)	(\$3,347,417.19)	(\$3,790,542.07)	(\$443,124.88)
	GRAND TOTAL ACT 511 TAXES	(\$7,017,484.55)	(\$7,599,266.41)	(\$5,865,735.58)	\$1,733,530.83
	GRAND TOTAL REVENUES	(\$10,264,850.23)	(\$10,946,683.60)	(\$9,656,277.65)	\$1,290,405.95

WHITEMARSH TOWNSHIP

TO: BOARD OF SUPERVISORS

FROM: **Charles L. Guttenplan, AICP, Director of Planning and Zoning** 

SUBJECT: RESOLUTION FOR WALKWORKS GRANT APPLICATION
MULTI-MODAL CONNECTIONS STUDY OF WASHINGTON STREET AND THE
RIVERFRONT OF SPRING MILL STATION

DATE: JUNE 4, 2020

CC: Richard L. Mellor, Jr., Township Manager
Sean P. Kilkenny, Esq., Township Solicitor

There is a resolution on your agenda which is required for a 'WalkWorks' grant application that the Township would like to apply for, as a match for the 'Transportation and Community Development Initiative' (TCDI) grant we applied for previously (Board resolution February 27, 2020) for our proposed study entitled, 'A Multi-modal Connections Study of Washington Street and the Riverfront of Spring Mill Station'. That grant application was for \$100,000, of which we are being awarded \$80,000. The WalkWorks grant application would be for \$20,000. If we are able to obtain this grant, we would then have grant funding at our original target level of \$100,000. The estimated total study cost is \$125,000.

WalkWorks grants are administered through the Pennsylvania Department of Health in conjunction with the University of Pittsburgh Graduate School of Public Health Center for Public Health Practice. They fund 'Active Transportation Plans' which aim to establish new or improved pedestrian, bicycle and transit transportation systems – activity-friendly routes – that are combined with land use and environmental design, thereby increasing connectivity to everyday destinations. Gilmore & Associates is assisting with the preparation of the grant application and has successfully obtained them in the past; they believe that our proposed plan is a good fit for the WalkWorks criteria.

As a refresher, our study would be aimed at recommending improvements necessary to resolve a number of circulation issues, including dead-end Lee Street and dead-end Washington Street. The study will also address: outdated pedestrian crossings for the Schuylkill River Trail; confusing access to the SEPTA Spring Mill train station; conflicts between vehicular, bicycle, and pedestrian traffic in general; better access to the river; and the overburdened parking in the area. It will also look at specific potential land uses for underutilized parcels of land which could help promote new economic development.

Also as a refresher, the Study Area Map is attached, along with the proposed resolution.

If there are any questions, I would be happy to answer them either prior to the meeting or on Thursday evening.

Attachments

Charles L. Guttenplan, AICP
Director of Planning and Zoning/Zoning Officer
616 Germantown Pike
Lafayette Hill, PA 19444
Phone: 484-594-2625 Fax: 610-825-6252
Email: cguttenplan@whitemarshwp.org

**RESOLUTION AUTHORIZING AN APPLICATION TO THE WALKWORKS
PROGRAM**

RESOLUTION NO. _____
WHITEMARSH TOWNSHIP, MONTGOMERY COUNTY

WHEREAS Whitemarsh Township will be undertaking a project to prepare an Active Transportation Plan component for the Whitemarsh Township Comprehensive Plan Update; and,

WHEREAS an Active Transportation Plan is defined by the WalkWorks Funding Opportunity Announcement as a plan that “identifies and prioritizes projects related to modes of active transportation with an emphasis on walking, biking, wheeling and public transit”;

WHEREAS the Pennsylvania Department of Health makes available grants-in-aid to such projects through the WalkWorks Program;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of Whitemarsh Township hereby authorizes the submission of an application to the WalkWorks Program; and, that the Active Transportation Plan component of the Comprehensive Plan will benefit from the funding support of an awarded Transportation & Community Development Initiative grant administered by the Delaware Valley Regional Planning Commission, as match for said project.

RESOLVED this 11th day of June, 2020.

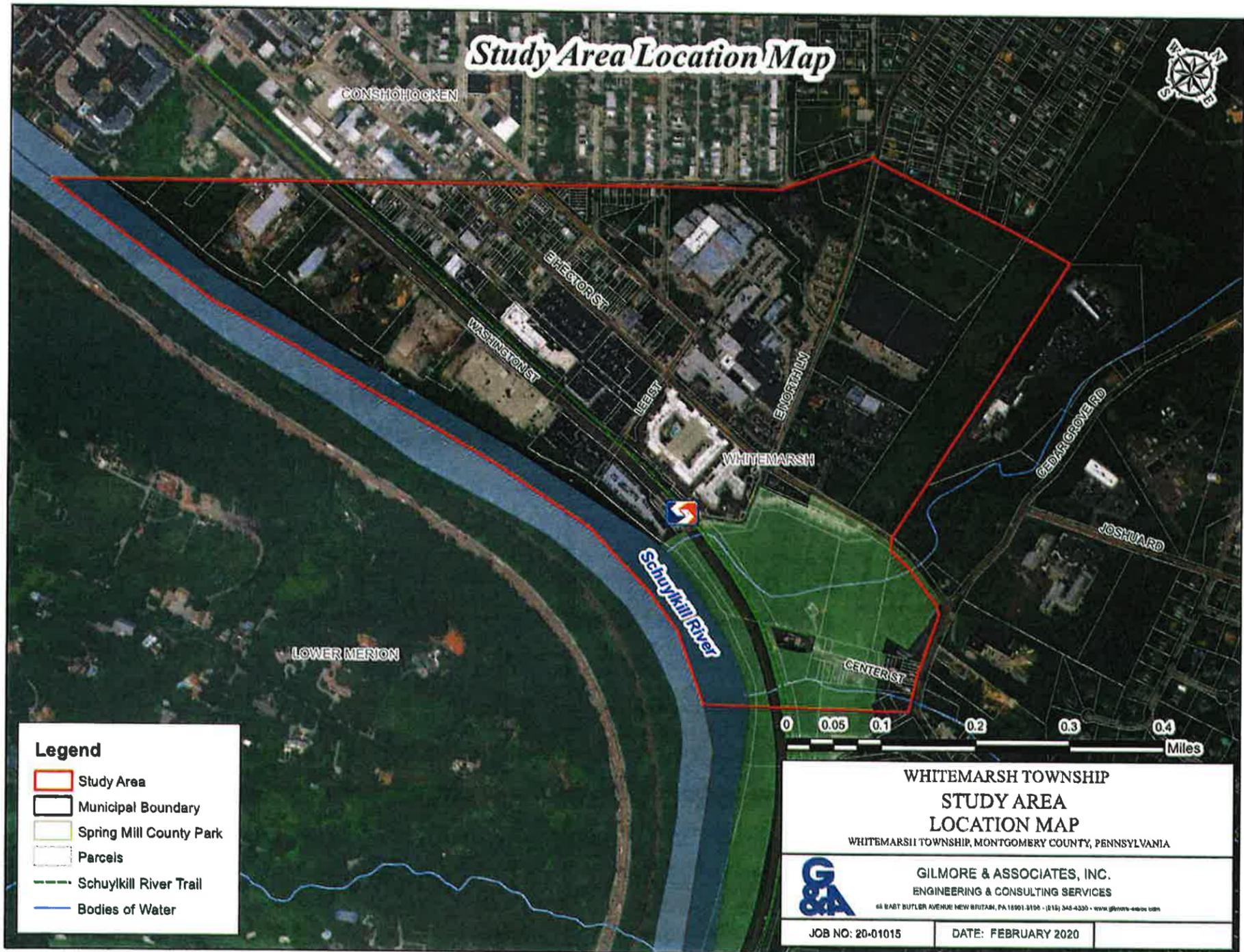
***WHITEMARSH TOWNSHIP
BOARD OF SUPERVISORS***

ATTEST

RICHARD L. MELLOR, JR
SECRETARY

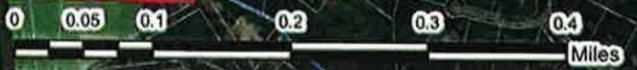
LAURA BOYLE NESTER
CHAIR

Study Area Location Map



Legend

- Study Area
- Municipal Boundary
- Spring Mill County Park
- Parcels
- Schuylkill River Trail
- Bodies of Water



WHITEMARSH TOWNSHIP
STUDY AREA
LOCATION MAP
WHITEMARSH TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES
66 EAST BUTLER AVENUE NEW BRITAIN, PA 18901-8106 • (610) 343-4330 • www.gilmore-associates.com

JOB NO: 20-01015	DATE: FEBRUARY 2020
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WHITEMARSH TOWNSHIP

TO: Board of Supervisors
Richard L. Mellor, Jr., Township Manager

FROM: Nathan L. Crittendon, Director of Finance

SUBJECT: 401(a) – Cares Act Loan Modification

DATE: May 31, 2020

At the direction of the Township, the Finance Department began the process of assessing our retirement plan structure for its ability to comply with the intentions of the Coronavirus Aid Relief and Economic Security Act, (CARES Act) passed on March 27, 2020. After reviewing the plan documents with our ICMA plan manager, it is determined our plan does not support the intentions of the CARES Act, as it is a Money Purchase Plan (MPP), which, in turn, is structured as a pension plan. In order to support the intentions of the CARES Act, the Township would have to introduce, by way of the Board of Supervisors, a temporary modification to allow employees to take a loan against retirement funds. It is the recommendation of this office, the documents presented to the Board of Supervisors this evening be ratified to allow employees experiencing financial difficulties due to the effects of the COVID-19 pandemic to attain some assistance by way of their retirement savings through December 31, 2020.



SUGGESTED RESOLUTION FOR A LEGISLATIVE BODY RELATING TO AMENDING A RETIREMENT PLAN TO PERMIT LOANS

401(a) Money Purchase Plan # 10 6 2 1 7

401(a) Profit-Sharing Plan # 10

457(b) Deferred Compensation Plan # 30

403(b) Retirement Plan # 40

Name of Employer: WHITEMARSH TOWNSHIP State: PA

Resolution of the above named Employer ("Employer")

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a retirement plan (the "Plan") for such employees which serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that permitting participants in the retirement plan to take loans from the Plan will serve these objectives;

NOW THEREFORE BE IT RESOLVED that the Plan will permit loans.

I, _____, Clerk of the (City, County, etc.) of _____, do hereby certify that the foregoing resolution, proposed by (Council Member, Trustee, etc.) _____, was duly passed and adopted in the (Council, Board, etc.) of the (City, County, etc.) of _____ at a regular meeting thereof assembled this _____ day of _____, 20 ____, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

CLERK OF THE (CITY, COUNTY, ETC.)

Email or mail copies of all completed documents to ICMA-RC.

Email to: *OR*
PlanAdoptionServices@icmarc.org

Mail to:
ICMA-RC
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220



LOAN AMENDMENT (401(a) PLANS ONLY)

ICMA-RC GOVERNMENTAL 401(a) PLAN & TRUST AMENDMENT TO ADD LOANS

- I. Name of Employer: WHITEMARSH TOWNSHIP State: PA
- II. ICMA-RC Plan # 10 6 2 1 7
- III. Loans are permitted under the plan, as provided in Article XIII of the Adoption Agreement and in the executed *Loan Guidelines Agreement*.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on
 this _____ day of _____, 20 ____.

EMPLOYER

By: _____
 Title: _____
 Attest: _____

Email or mail copies of all completed documents to ICMA-RC.

Email to: _____
 PlanAdoptionServices@icmarc.org

OR

Mail to:
 ICMA-RC
 ATTN: Workflow Management Team
 P.O. Box 96220
 Washington, DC 20090-6220



Loan Implementation Package for 457(b)/401(a)/403(b) Plan Sponsors

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Introduction and Summary Instructions for 457(b), 401(a), and 403(b) Plan Sponsors

Making a loan program available in your retirement plan will provide eligible plan participants with the ability to borrow money from their accounts. As the administrator of your loan program, ICMA-RC will attempt to minimize the amount of resources you need to devote to the program. However, there are administrative and fiduciary responsibilities associated with offering loans which, as a practical matter, cannot be delegated to ICMA-RC.

Please review all of the information in this packet carefully prior to submitting the applicable forms to implement the loan program in your plan.

The below instructions provide you with easy-to-follow steps to implement a loan program in your ICMA-RC 457(b) or 401(a) plan.

STEP 1: Review the Loan Guidelines Agreement Instructions carefully prior to returning the required forms to implement your plan's loan program.

STEP 2: Complete the *Loan Guidelines Agreement*.

STEP 3: Determine whether any formal action is required by your legislative body and/or plan administrative committee to implement a loan program. If formal action is required, you may want to use the suggested resolution in this packet.

STEP 4: Complete the following documents (*if applicable*)

- **457(b) Plan Loan Administration Agreement** — If you have multiple 457(b) plan providers, you must complete and return this document to ICMA-RC.
- **Loan Amendment (401(a)/403(b) Plans Only)** — If you are amending your existing 401(a)/403(b) plan to add loan provisions, you must complete and return this document to ICMA-RC.

STEP 5: Return copies of the following documents to ICMA-RC (**please be sure to submit all pages and retain the originals for your records**):

- *Loan Guidelines Agreement*
- Loan Amendment to the 401(a) Plan Adoption Agreement (*if applicable*)
- 457(b) Plan Loan Administration Agreement (*if applicable*)
- Suggested Resolution (*if applicable*)

EMAIL TO:
PlanAdoptionServices@icmarc.org

OR

MAIL TO:
ICMA-RC
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220

STEP 6: Please allow 5–7 business days for ICMA-RC to establish your plan's loan program.

Please retain original copies of any documents you return to ICMA-RC for your records.

If you have any questions relating to the adoption process, please contact your Plan Sponsor Services team at 800-326-7272.

Loan Guidelines Agreement Instructions

The information in this packet is intended to assist you with implementing a loan program within your ICMA-RC 457(b), 401(a), or 403(b) plan(s). The packet provides an overview of the issues and complexities of establishing and maintaining a loan program under the most common types of retirement plan arrangements. It is not intended to be all inclusive. Special situations and/or solutions not discussed in this document will need to be reviewed on a case-by-case basis.

The instructions contain information that will help you understand the decisions you will need to make when you establish your loan program and help you complete the *Loan Guidelines Agreement*. Please carefully review the information in this section and complete all applicable sections of the *Loan Guidelines Agreement*.

Here are a few of the elections that you will need to make:

- Will loans be available for all purposes or only in other purposes designated by you, The Employer?
- How many loans will participants be allowed to have outstanding at one time? (up to five)
- How long will participants have to repay a loan used to purchase a new primary residence? (up to 30 years)
- How will participants repay their loans? (payroll deduction, ACH payments from their bank accounts, or both)

In order to offer loans within your retirement plan, the Internal Revenue Code requires that you establish written guidelines that govern the Plan's loan program. You may elect to use the *Loan Guidelines Agreement* to serve this purpose for your Plan.

If you have any questions relating to the process of implementing a loan program, please contact your Plan Sponsor Services team at 800-326-7272.

Section I: Employer Plan Information

Enter the name of your employer plan. Also specify the plan type and your ICMA-RC plan number.

Section II: Eligibility & Loan Source

Loans are available to all active employees, except those with an existing loan in default.

Loan Source — Use this section to specify the sources that will be available for participant loans.

Section III: Loan Purpose

Specify whether loans may be taken for (A) All Purposes or (B) Other Purposes (You will be responsible for approval of all loan requests.).

- (A) All Purposes
- (B) Other Purposes

Employers have the ability to make their plan's loan program more restrictive under both of the above options.

Section IV: Application Process

No action is required in this section. The application process available to participants will vary depending on the option you select in Section III (Loan Purpose).

Section V: Maximum Number of Loans

Specify whether participants may have only one (1) or up to five (5) loans outstanding at one time. The option you choose in this section will have a significant impact on the number of loans made from your plan. Regardless of your election, a participant may receive a maximum of one (1) loan per calendar year.

Note: If you select Payroll Deduction as a repayment option for your participants in Section VIII, *each loan repayment for each pay period must be accounted for separately*. As such, repayments of multiple loans are a much larger burden on your payroll system (and personnel) than a repayment of a single loan.

Section VI: Loan Amount

No action is required in this section. The Maximum Loan Amount Worksheet includes instructions you can use to calculate the maximum loan amount for a participant. The loan modeling option on ICMA-RC's Account Access website can also be used to calculate a participant's maximum loan amount.

Section VII: Length of Loan

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years. However, if the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. In this section of the form, you specify the maximum repayment period for principal residence loans, with 30 years being the maximum term.

In determining the maximum repayment period for residential loans, you should be mindful that the loan term may extend beyond the period the participant is employed by you. If you allow employees to continue to pay their loans after they separate from service (see the Acceleration section), repayments would continue by the participant, through you, for the entire term of the loan (e.g., 30 years). Every payroll period, the participant (former employee) will be required to give you a check for the periodic loan repayment amount. You then include this amount with your next contribution submittal to ICMA-RC. *Loan repayments may not be made directly to ICMA-RC by the participant, unless you choose ACH debit as a repayment option in Section VIII.*

Section VIII: Loan Repayment Process

Specify the repayment method(s) and repayment frequency your plan will use.

Repayment Method — You can allow repayments to be made via payroll deduction and/or ACH payments from a participant's bank account.

- (1) **Payroll Deduction** — With this option, you will include the loan repayment detail when you remit contribution detail to ICMA-RC via the EZLink website.

Initiating Payroll Deduction

Payroll deduction should begin within two payroll cycles following the date the loan is processed by ICMA-RC. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

- (2) **ACH** — With this option, participants authorize ICMA-RC to debit loan repayments directly from the participant's bank account via Automated Clearing House (ACH). This feature frees you of the burden of establishing and monitoring loan repayments via payroll deduction. The ACH repayment options are bi-weekly and monthly.

ADDITIONAL LOAN REPAYMENTS AND EARLY PAY-OFF

A participant may pay off all of the principal and interest early without penalty or additional fee. If a loan is paid in full prior to the end of the term of the loan, no further interest will accrue. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

Section IX: Loan Interest Rate

No action is required in this section. It simply describes the interest rate that will be used for participant loans.

Section X: Security/Collateral

No action is required in this section. It simply describes the amount that will be used as collateral for participant loans.

Section XI: Acceleration

Specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time participants separate from service.

You should consider the options in this section carefully, since your election will impact when outstanding loans become taxable to participants. If a participant does not repay the outstanding loan amount at the time it is due, the loan is "foreclosed," and the outstanding loan amount must be reported by ICMA-RC as a taxable distribution in the year of the foreclosure.

Given the burdens associated with collecting loan repayments from former employees, you may not wish to maintain a potentially long term "relationship" with former employees (especially in the case of residential loans).

Section XII: Reamortization

No action is required in this section. It simply provides information related to the reamortization of participant loans.

Section XIII: Refinance

No action is required in this section. It simply provides information related to the refinancing of participant loans.

Section XIV: Reduction of Loan

No action is required in this section. It simply describes how outstanding loans will be handled in the event of a participant's death.

Section XV: Deemed Distributions

No action is required in this section. However you should familiarize yourself with this information and note that loan repayments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Failure to make loan repayments according to the loan terms will result in the outstanding loan balance being deemed distributed and taxable to the participant.

TIMING

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. For example, if a participant does not make a loan payment that was scheduled to be made on February 1, the maximum cure period for the repayment is June 30. If the total amount of all delinquent payments is not received by the end of the cure period, the loan is deemed distributed.

CONSEQUENCES OF DEEMED DISTRIBUTED LOANS (EMPLOYERS)

Employers who do not ensure proper loan repayment practices in their retirement loan programs risk not only having individual participant loans being deemed distributed, but also potentially jeopardize the tax-favored status of the entire plan. In the extreme, plans with mismanaged loan programs — a high occurrence of deemed distributed loans, and/or program participants in default, for example — may be disqualified (in the case of 401(a)/403(b) plans) or classified as ineligible (for 457(b) plans) by the IRS. Disqualification results in the loss of tax-deferred status for all contributions and a possible increase in the taxable income for participating employees.

It is a plan sponsor's fiduciary obligation to properly manage the retirement plan and its benefits. Mismanagement of a loan program may be considered failure to meet this fiduciary obligation and may expose a plan sponsor to litigation, in addition to being in violation of applicable laws and regulations.

Employers, as plan sponsors and fiduciaries, have an obligation to comply with plan document and loan guideline requirements applicable to participant loans. In this regard, loan payments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Employers retain this obligation if there is a loan program

associated with their retirement plan, regardless of the provisions governing the loan program.

CONSEQUENCES OF DEEMED DISTRIBUTED LOANS (PARTICIPANTS)

The principal balance, in addition to any accrued interest, is reported as a distribution to the IRS. However, the taxable distribution is not the only event in conjunction with a deemed distribution. The following negative consequences occur as a result of deemed distribution.

- The deemed distribution is a taxable event. However, it is not an actual distribution and therefore remains an asset of the participant's account. The outstanding loan balance and accrued interest continue to be reported on the participant's account statements.
- Repayment of a deemed distribution will not change or reverse the taxable event.
- The loan continues to be considered outstanding until it is repaid or "offset" using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in your plan document.
- Participants are required to repay any outstanding deemed distributed loan before they can become eligible for a new loan. The deemed distributed loan and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan.
- A participant who has had a prior deemed distribution must make repayments to a new loan through payroll deduction, or provide proof of adequate security.

Section XVI: Fees

No action is required in this section. It simply provides that fees may be charged for various services associated with the application for and issuance of loans. Participants should review the Annual Service and Fee Disclosure notice(s) for your plan for more information on the applicable fees.

Section XVII: Signatures

Please have an authorized plan representative sign and date this section of the agreement.

SPECIAL CIRCUMSTANCES

Emergency Withdrawals (457(b) Plans Only)

457(b) Plans: Loans must be coordinated with unforeseeable emergency withdrawals. The emergency withdrawal

regulations under Section 457(b) of the Code require that an emergency withdrawal be a resource of the “last resort.” If the participant is able to take a loan or refinance a current loan from your ICMA-RC 457(b) plan or any other plan you sponsor, the participant has resources available to meet, or partially meet, the financial need. Therefore, a participant will be required to take or refinance a loan before taking an emergency withdrawal.

Many emergency withdrawals are not approved because the financial need, while serious, may not meet the conditions itemized in the 457(b) regulations. The ability to take a loan allows participants to have access to money that is not otherwise available. And the repayment process for loans ensures that participants replenish their accounts, thereby preserving their retirement savings.

Qualified Joint and Survivor Annuity (Applies to Some 401(a)/403(b) Plans Only)

If your plan uses the Qualified Joint and Survivor Annuity as the default form of payment, married participants must obtain spousal consent prior to obtaining a loan. The employee’s spouse must consent, in writing, to the loan and the consent must be witnessed by a plan representative or notary public. Such consent must be received in writing by ICMA-RC no more than ninety (90) days before the loan request is submitted through Account Access. In the case of the Direct Loan Application, spousal consent should be sent along with the application.

Please be advised, that some states recognize a status, such as a civil union or registered domestic partnership, to carry the same rights and obligations as marriage under state law.

Multiple Plans/Providers

If you have more than one retirement plan which offers loans, including “co-administered” or “co-provider” plans, ICMA-RC will administer your loan program in your plan(s) with ICMA-RC, but you will have to perform some loan verification activities. You will need to perform these activities if loans are available to your employees from several like retirement plans, such as two separate qualified plans, or if you have different types of retirement plans (e.g. Section 457(b) deferred compensation, 403(b) and section 401(a) qualified plan). The degree of your involvement will depend on your situation.

1. MULTIPLE PLANS

The Code sets a maximum on the aggregate of all loans from all retirement plans in which the employee participates. If you offer retirement plans through multiple plan providers, no provider will be able to calculate, by

itself, the maximum amount that a participant may borrow at any point in time. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any retirement plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.

Participants are asked to input all outstanding loan balances in their online worksheet so that the program can properly calculate the maximum amount. Participants are on the “honor system” when they enter other loan amounts; ICMA-RC is unable to verify any loan amounts associated with plans administered by other providers. However, if there are any outstanding loans in other plans administered by ICMA-RC, our online program will take them into account.

2. SINGLE RETIREMENT PLAN/MULTIPLE PROVIDERS

If you have adopted a single retirement plan with one master plan document under which ICMA-RC and your other administrator(s) must operate, then you may ultimately have to self-administer your loan program, unless you require:

- that the maximum that may be borrowed from any provider is 50 percent of the balance with that provider and
- that the loan must be repaid only to the provider from which the loan was made.

3. MULTIPLE TYPES OF RETIREMENT PLANS/MULTIPLE PROVIDERS

If you make loans available to your employees from all of your retirement plans (e.g. Section 457(b) deferred compensation plan, 403(b) and Section 401(a) qualified plan), no administrator will be able to calculate, by itself, the maximum amount that a participant may borrow at any point in time. This is because the Code sets a maximum on the aggregate of all loans from all 401(a), 403(b), and 457(b) plans in which the participant participates. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any 401(a), 403(b), or 457(b) plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.



LOAN GUIDELINES AGREEMENT

The purpose of this agreement is to establish the terms and conditions under which the Employer will grant loans to participants. You should consider each option carefully before making your selections because your selections will apply to all loans made while the selection is in effect. If you later change any provision, the changes will apply only to loans made after the change is adopted. Loans in existence at the time of any future changes will continue to operate under the guidelines that were in effect at the time the loan was originally made.

Please read the instructions and carefully complete all sections of this agreement.

- New Loan Program Amendment to Loan Program

I. EMPLOYER PLAN INFORMATION

Name of Plan (Enter the complete Employer name, including state): WHITEMARSH TOWNSHIP, PA

- Plan Type: 457(b) Deferred Compensation Plan 401(a) Money Purchase Plan 401(a) Profit-Sharing Plan
 403(b) Retirement Plan

ICMA-RC Plan Number(s): 106217

II. ELIGIBILITY & LOAN SOURCE

Loans are available to all active employees, except those with an existing loan in default.

401(a)/403(b) Plans — If your 401(a)/403(b) plan is funded by a combination of Employer and Employee contributions, you must specify whether one or both of the following can be used as a source for participant loans. (Select one or both options below)

- Employer Contribution Account** (vested balances only)
 Participant Contribution Accounts (pre- and post-tax, if applicable, including Employee Mandatory, Employee Voluntary, Employer Rollover, and Portable Benefits Accounts, but excluding the Deductible Employee Contribution/Qualified Voluntary Employee Contribution Account)

Roth Assets (if applicable) — If your 457(b), 403(b), or 401(a)(k) plan allows Roth contributions, a participant's Designated Roth Account balance will be included when calculating the amount a participant is eligible to borrow. However, you must specify whether or not a participant's Designated Roth Account can be used as a source for participant loans. (Select one option below)

- A participant's Designated Roth Account **will not** be available as a source for loans under the plan (default option)
 A participant's Designated Roth Account **will** be available as a source for loans under the Plan.

Note: If Roth assets are available as a source for loans, a loan that is deemed distributed will not satisfy the requirements for a qualified (tax-free) distribution of Roth assets. This may result in participants paying taxes on assets that would otherwise be available tax-free.

III. LOAN PURPOSE

Loans are available for the following purposes and must be requested in the corresponding method (select one):

- All Purposes** — With this option, participants can request a loan for any reason. Participants will be able to request new loans or refinance existing loans using the Online Loans option.
 Other Purposes — With this option, loans shall only be granted for reasons that are defined and approved by the plan. Participants will be able to request new loans or refinance existing loans using the Online Loans option. Please define purposes below and attach additional pages if needed.

COVID-19/CORONAVIRUS RELATED EXPENSES
PRICIPAL RESIDENCE
MEDICAL EXPENSES

LOAN GUIDELINES AGREEMENT

IV. APPLICATION PROCESS

The loan application process will vary depending on the option you selected in Section III above (Loan Purpose).

(A) ALL PURPOSES

- Participants can request a new loan or to refinance an existing loan using the ICMA-RC website at www.icmarc.org.
- The participant agrees to the terms of the loan during the online loan request process.
- ICMA-RC sends the loan documents and the loan proceeds (via check or ACH) to the participant.

(B) OTHER PURPOSES

- Participants can request a new loan or to refinance an existing loan using the ICMA-RC website at www.icmarc.org.
- The participant agrees to the terms of the loan during the online loan request process.
- The Employer must review and approve the loan via EZLink.
- If approved, ICMA-RC sends the loan documents and the loan proceeds (via check or ACH) to the participant.

The loan amount will generally be redeemed from the employee's account on the same day as either ICMA-RC receipt of a loan request/application (complete and in good order), if it is submitted prior to market close on a business day. If not, the loan amount will be redeemed on the next business day following submission. The loan proceeds for an all purpose loan is generally issued on the next business day following redemption, and will be sent to the participant based on their option during the loan application process.

V. MAXIMUM NUMBER OF LOANS (SELECT ONE)

Participants may receive one loan per time period defined in the plan document (e.g., calendar or plan year). Please specify whether participants may have only one (1) or up to five (5) loans outstanding at one time. Maximum number of loans is one (1) by default. If you want to allow a different amount, enter a value of 1 through 5 in the Other Section.

- One (1).** Participants may have only one (1) outstanding loan at a time (default).
- Other.** Participants may have up to _____ (enter 2, 3, or 4) loans outstanding at one time.
- Other 403(b) ONLY.** Participants with outstanding legacy loans may have one outstanding loan other than the legacy loans.

VI. LOAN AMOUNT

Maximum: The maximum amount of all loans to a participant from the Plan *and all other plans of the Employer* that are either eligible deferred compensation plans described in section 457(b)(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code (e.g., 401(a)/403(b) plans) shall not exceed *the lesser of:*

- (1) \$50,000, or
- (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

When calculating the maximum amount a participant is eligible to borrow from his/her account, the lesser value of (1) or (2) above must be reduced by the participant's highest outstanding loan balance over the past 12 months.

Minimum: The minimum loan amount is \$1,000.

A loan cannot be issued for more than the maximum amount. The participant's requested loan amount is subject to downward adjustment without notice due to market fluctuation between the time of application and the time the loan is issued.

Loan amounts will be taken pro-rata from all of a participant's investments.

LOAN GUIDELINES AGREEMENT

VII. LENGTH OF LOAN

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years.

Principal Residence Loans

If the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. Participants can repay a principal residence loan over a period of up to 30 years. Please specify the maximum repayment period for principal residence loans from your plan below.

Maximum repayment period for principal residence loans = 30 (Enter a number of years, up to 30)

VIII. LOAN REPAYMENT PROCESS

Specify the repayment method(s) and repayment frequency your plan will use. Note that loan amounts plus interest, minus applicable fees paid to ICMA-RC, are repaid to participant accounts and not to ICMA-RC. You can allow repayments to be made via payroll deduction or ACH payments from a participant's bank account. Loan repayments must be made at least monthly (457(b)) or quarterly (401(a)/403(b)).

Repayment Method (Select One):

- For 457(b) and 401(a) or (k) plans:
 ACH or Payroll deduction.

403(b) plans loan repayments can only be paid by ACH.*

**ACH Payment Rejected Fee — If a loan repayment scheduled to be paid via ACH debit is rejected due to insufficient funds, invalid bank account information, or account closure, a fee will be charged to the participant's account. The fee is \$20 for the first occurrence and \$50 for each subsequent occurrence.*

Repayment Frequency (Select One):

For Payroll Deduction: Repayments through payroll deduction will be sent via check, wire or ACH debit by the Employer to ICMA-RC on the following cycle (Select One):

- Weekly (52 per year)
 Bi-weekly (26 per year)
 Semi-monthly (24 per year)
 Monthly (12 per year)
 Quarterly (4 per year) — Available to 401(a) only.

For ACH (Select One):

- Monthly (12 per year)
 Bi-weekly (26 per year)

Next two payroll dates: 05 / 15 / 20 and 05 / 29 / 20

Initiating Repayments:

ACH debits from the employee's designated bank account will begin approximately one month following the date the loan is processed by ICMA-RC.

Payroll deduction should begin within two payroll cycles following the date the loan is processed by ICMA-RC. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

LOAN GUIDELINES AGREEMENT

VIII. LOAN REPAYMENT PROCESS (CONTINUED)

Investment of Loan Repayments

All loan repayments are invested according to the instructions the participant has on file for the investment of contributions to his/her account.

Additional Loan Repayments and Early Pay-Off

A participant may pay off all of the principal and interest early without penalty or additional fee. If a loan is paid in full prior to the end of the term of the loan, no further interest will accrue. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

Loans in Default

Participants using the ACH repayment option may default on their loans for lack of repayment more frequently than those using the payroll deduction method. For this reason, you may choose to require that certain participants use the payroll deduction repayment method.

Multiple Loans

If a participant has multiple loans outstanding from the plan, each loan repayment must be separately reported to ICMA-RC.

Former Employees and Leave of Absence

Former employees and employees on a leave of absence must repay their loans on the same schedule that would have applied had they continued employment.

Your plan may allow terminated employees to continue to repay their loans either through ACH, or by giving/sending you a check each repayment period (see the Acceleration section). If you allow terminated employees to repay loans by giving/sending you a check, you will include the repayment amounts in your next regular employee contribution remittance to ICMA-RC.

In certain situations, employers may suspend loan repayments for a period of time for employees on a leave of absence or military leave. Please refer to Treasury Regulation section 1.72(p)-1, Q&A-9 for more information.

Repayments Must Continue

In implementing a loan program you should be aware that some employers have had to contend with the inability of some participants to repay their loan(s). You should be aware that you may not stop taking loan repayments from the employee's paycheck — even if the employee asks that repayments be stopped. Failure to payroll-deduct loan repayments on schedule could both jeopardize the eligibility or qualification of the entire plan as well as create a taxable event for the participant. Likewise, if an employee is repaying the loan through ACH debit of his/her bank account, and the employee fails to make payments, this could jeopardize the eligibility of your retirement plan. Employers are ultimately responsible for ensuring that loans are repaid according to the loan terms.

ICMA-RC will notify both you and the employee if a payment has not been received.

IX. LOAN INTEREST RATE

The loan interest rates are set for non-residential loans at the prime rate plus 0.5%, and for principal residence loans at the FHA/VA rate. The interest rate for new loans fluctuates from month-to-month. The rates for the following month are determined on the last business day of the month using Money Cafe (prime rate) and Citi Mortgage (principal residence rate).

When a new loan is approved, the interest rate is locked in and remains constant throughout the life of the loan.

X. SECURITY/COLLATERAL

At the time a loan is taken, 50 percent of the participant's account balance or the amount of the loan, whichever is less, will be used as collateral for the loan.

LOAN GUIDELINES AGREEMENT

XI. ACCELERATION (SELECT ONE)

Please specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time the participant separates from service.

All outstanding loans shall be due and payable by a participant upon:

- Separation from service.** All loan repayments must stop following an employee separating from service.
- Distribution of his/her entire account balance.** Employees can continue making loan repayments until they have withdrawn their entire account balance.

Outstanding loan balances that are not repaid will be reported as distributions to the participant. See the Deemed Distributions section for additional information.

XII. REAMORTIZATION

Reamortization changes the terms of an outstanding loan (e.g., repayment period, interest rate, frequency of repayments). Any outstanding loan may be reamortized.

Reamortization cannot extend the repayment period beyond five (5) years from the date the loan was originally issued. Or, in the case of Principal Residence Loans, beyond [the number of years specified in Section VII] years from the date the loan was originally issued.

Participants can use a loan reamortization form to request that an outstanding loan be reamortized. Upon processing the request, a new disclosure statement will be sent to the employer for endorsement by the participant and approval by the employer. The executed disclosure statement must be returned to the plan administrator within 10 calendar days from the date it is signed. The new disclosure statement is considered an amendment to the original promissory note; therefore a new promissory note will not be required.

Note: A loan reamortization will not be considered a new loan for purposes of calculating the number of loans outstanding or the one loan per calendar year limit.

XIII. REFINANCE

Refinancing involves a new loan replacing an employee's outstanding loan. The refinanced loan must be repaid over a period that does not exceed five (5) years from the date when the original loan was issued.

Actively employed participants may elect to refinance an outstanding loan for an additional amount, subject to the loan amount limitations outlined in Section VI, provided that the participant has not yet taken out a loan during the calendar year. Participants no longer employed are not eligible to refinance an existing loan.

Note: Principal residence loans are not eligible for refinance.

XIV. REDUCTION OF LOAN

If a participant dies prior to full repayment of the outstanding loan(s), the outstanding loan balance(s) will be deducted from the account prior to distribution to the beneficiary(ies). The unpaid loan amount is a taxable distribution and may be subject to early withdrawal penalties. The participant's estate is responsible for taxes and penalties on the unpaid loan amount, if any. A beneficiary is responsible for taxes due on the amount he or she receives. A Form 1099 will be issued to both the beneficiary and the estate for tax reporting purposes.

Maximum Loan Amount Worksheet

The maximum amount a participant can borrow from his or her account is \$50,000 or 50% of the account balance, whichever is less. However, the amount must be reduced by a participant's highest outstanding loan balance over the past 12 months (which, obviously, only impacts participants who have previously taken a loan from a 457(b), 401(a) qualified, or 403(b) plan). The minimum amount a participant can borrow is \$1,000.

EXAMPLE 1

Michael has never taken a loan from his account before and his 457(b) plan account balance at the close of business yesterday was \$84,000. To calculate the maximum loan amount he is eligible to receive, we need to determine if 50% of his account balance ($\$84,000 \times 50\% = \$42,000$) is greater than or less than \$50,000. In this case, 50% of his account balance is less than \$50,000, so the maximum loan amount Michael is eligible to receive is \$42,000 (the lesser of the two amounts).

EXAMPLE 2

Kathy has never taken a loan from her account before and her 401(a)/403(b) plan account balance at the close of business yesterday was \$240,000. In this case, 50% of Kathy's balance ($\$240,000 \times 50\% = \$120,000$) is greater than \$50,000, so the maximum loan amount Kathy is eligible to receive is \$50,000 (the lesser of the two amounts).

EXAMPLE 3

Pam took a \$15,000 loan from her account eight months ago (in the previous calendar year) and her 457(b) plan account balance at the close of business yesterday was \$130,000. In this case, 50% of Pam's balance ($\$130,000 \times 50\% = \$65,000$) is greater than \$50,000, but that amount must also be reduced by her highest outstanding loan balance over the past 12 months, so the maximum loan amount Pam is eligible to receive is \$35,000. ($\$50,000 - \$15,000 = \$35,000$)

MAXIMUM LOAN AMOUNT WORKSHEET

Worksheet Template		Example <i>(using numbers from Example 3 above)</i>
1) Enter 50% of the participant's total plan account balance.	1) \$ _____	1) \$65,000
2) Enter the answer to #1 or \$50,000, whichever is less.	2) \$ _____	2) \$50,000
3) Enter the participant's highest outstanding loan balance over the past 12 months (from all of your plans combined), if applicable.	3) - \$ _____	3) - \$15,000
4) Subtract #3 from #2 and you have the maximum amount the participant is eligible to receive as a new loan.	4) \$ _____ <i>(maximum loan amount)</i>	4) \$35,000

WHITEMARSH TOWNSHIP

To: Board of Supervisors

From: RICHARD L. MELLOR, JR., TOWNSHIP MANAGER

Subject: **Ordinance Advertisement to Purchase Real Property
The Highlands – Conservation Easement**

Date: June 5, 2020

cc:

Please be advised for the Board's consideration is authorization to advertise an ordinance to purchase real property in accordance with the Whitmarsh Township Home Rule Charter for a 27.82 acre Conservation Easement at The Highlands Mansion located at 7001 Sheaff Lane.

The Township has been working with the Highlands Historical Society and Representative Mary Jo Daley to preserve the 44 acre historic property since the Pennsylvania Historical and Museum Commission (PHMC) has included the property on their list to divest. As a result, the Highland Historical Society (HHS) approached the Township with a plan that would allow the State to sell the property to the HHS for \$1 and then the Township would enter into an Agreement of Sale with HHS. The Township would purchase a Conservation Easement from HHS to preserve the 27.82 acres of open space in the amount of \$3.01 million dollars. The funds would come from the Township's Open Space Earned Income Tax (EIT) fund and be used by HHS to improve and maintain the historic late 18th century Georgian mansion and two-acre formal garden.

The State Legislature would have to ultimately approve the deal presented above and Rep. Daley has agreed to introduce legislation with the support of PHMC and the Pennsylvania Department of General Service (DGS) which is the Department that oversees real estate transactions for the Commonwealth.

As of now, the Township is working with Rep. Daley on proposed language for the Bill that would protect the investment of the Township's purchase of the Conservation Easement should the property revert back to the State at any time in the future. We will be able to move forward with the adoption of the Ordinance.

The Township Open Space Committee has recommended and supports this transaction and the use of Open Space EIT funds for the purchase of the Conservation Easement.

We appreciate the support of the Highlands Historical Society in their commitment to oversee the preservation of The Highlands.

Attachment

Richard L. Mellor, Jr.
Township Manager
616 Germantown Pike
Lafayette Hill, PA 19444
Phone: 610-825-3535 ext. 2601
Email: rmellor@whitemarshtwp.org

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this “Agreement”) is by and between The Highlands Historical Society (“HHS”) as seller and Whitemarsh Township (the “Township”) as buyer. This Agreement is dated as of the date (the “Effective Date”) this Agreement is signed by HHS and the Township as indicated on the signature lines set forth below.

BACKGROUND

- A. The Township is a Pennsylvania Home Rule Municipality located in Montgomery County, Pennsylvania. HHS is a Pennsylvania non-profit corporation incorporated in 1975. Both HHS and the Township desire that the property that is the subject of this Agreement not be developed and instead, preserved for its historic, natural, and scenic beauty and environmental features as much as possible, and are therefore willing to enter into this Agreement. The Township is committed to holding and enforcing a Conservation Easement on the Open Space Parcel (as defined below) to ensure that.
- B. In 1975, HHS and the Pennsylvania Historic and Museum Commission (“PHMC”) entered into an agreement, as amended and modified from time to time, under which HHS assumed responsibility for operating the Highlands (as identified below), including conducting educational programs for the public, and maintaining the Highlands, with PHMC and the Commonwealth of Pennsylvania (the “Commonwealth”) remaining responsible for major repairs to the buildings located on the property.
- C. The Commonwealth is the owner of the property. The Commonwealth desires to transfer ownership of the property to a party that will be responsible for the maintaining the buildings and grounds and preserving the historical heritage of the property with financial resources necessary to fulfill those responsibilities. PHMC has recommended that HHS buy the property from the Commonwealth. The Commonwealth will hold an historic preservation easement on the historic structures on the property, pursuant to a deed containing restrictions on the uses of the property and the maintenance of the historic structures on the property.
- D. The “Property” (as referred to herein), known as The Highlands, is located at the corner of Skippack Pike and Sheaff Lane in the Township, and contains 40.69 acres as more particularly described in the legal description attached hereto and incorporated herein as **Exhibit “A”**, captioned, “DESCRIPTION OF PROPERTY FOR THE HIGHLANDS LOT #1, MONTGOMERY COUNTY UPI # 65-00-10609-00-9 WHITEMARSH TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA,” prepared by Nave Newell Surveyors, dated April 9, 2020.
- E. If HHS acquires the Property from the Commonwealth, the Township desires to purchase from HHS a conservation easement on a 27.82-acre portion of the Property (the “Open Space Parcel”) more particularly described in the legal description

attached hereto and incorporated herein by reference as **Exhibit "B"**, captioned, "DESCRIPTION OF CONSERVATION EASEMENT THROUGH THE PROPERTY OF COMMONWEALTH OF PENNSYLVANIA (U.P.I. # 65-00-10609-00-9) WHITEMARSH TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA," prepared by Nave Newell Surveyors, dated March 25, 2019.

- F. If the Property is authorized for sale by the Commonwealth to the HHS for One Dollar (\$1.00), the parties have agreed to restrict the Open Space Parcel, with a conservation easement, (the "Conservation Easement") substantially in the form attached hereto and incorporated herein by reference as **Exhibit "C"** so that HHS will own the Property and the Township will hold the Conservation Easement for the purpose of preserving the historic open-space landscape and precluding the unrestricted right to develop the Open Space Parcel otherwise available to the Commonwealth's successors as owners of the Property.
- G. HHS is willing to acquire the fee estate (the "Fee Estate") in the Property under and subject to the Commonwealth's Deed restrictions and assigned responsibilities for the care and maintenance of the historic structures, and the Township is willing and able to purchase a Conservation Easement on the Open Space Parcel described above for the Purchase Price described in Article II and on the other terms and conditions of this Agreement.

ARTICLE I. PURCHASE AND SALE OF A CONSERVATION EASEMENT ON THE OPEN PACE PARCEL

Section 1.01 Purchase and Sale.

Upon the sale of the Property from the Commonwealth of Pennsylvania to HHS for One Dollar (\$1.00), HHS shall sell and convey, and does by these presents sell and convey a Conservation Easement on the Open Space Parcel to the Township for the Purchase Price described in Article II and subject to the terms and conditions of this Agreement.

Section 1.02 Fee Estate.

The Fee Estate being sold by the Commonwealth to the HHS includes the entire Property consisting of 40.69 acres, including:

(a) Open Space Parcel to be Subject to the Conservation Easement.

The Open Space Parcel consists of the 27.82 acres described in Exhibit "B" hereto that will be subject to the Conservation Easement to be purchased by the Township; and

(b) Historic Parcel Containing Structures and Land Subject to Other Restrictions of Record.

The land surrounding the historic structures, consisting of 11.77 acres of the Property (the "Historic Parcel"), will be subject to historic preservation covenants in favor of the Commonwealth of Pennsylvania as well as restrictions on the use of the entire Property. This sale of the Conservation Easement is subject to all restrictions of record and recorded rights and interests running with the Open Space Parcel. Included in

this category are all easements and rights of way for access and utility services burdening or benefiting the Open Space Parcel, whether public or private.

Section 1.03 Conservation Easement.

The Conservation Easement shall be substantially in the form of Exhibit "C" attached hereto, which substantially restricts any development of the Open Space Parcel and permits only those uses and activities that are permitted by Act 153 of 1996 known as the Open Space Lands Acquisition and Preservation Act, 32 P.S. Section 5001, *et seq.* The Conservation Easement being sold hereunder to the Township is intended to consist of all rights, powers, and interests in the Open Space Parcel to be vested in the Township as "Easement Holder" under the Conservation Easement, including specifically the power to prohibit any development inconsistent with the provisions of the Conservation Easement (the "Development Rights").

ARTICLE II. PURCHASE PRICE.

Section 2.01 Purchase Price.

The purchase price for the Conservation Easement is THREE MILLION TEN THOUSAND DOLLARS (\$3,010,000.00) (the "Purchase Price"). The Purchase Price shall be paid to HHS at Closing in accordance with this Article. The Purchase Price, subject to adjustments under this Agreement, shall be paid by the Township to HHS at Closing by certified check, cash, title company check or electronic transfer of immediately available funds to the account designated by HHS. HHS must notify the Township and the title company of the account number and wire transfer information not less than five (5) business days prior to Closing; otherwise, the Purchase Price must be paid by bank check or other good funds deposited with the title company and issuance by the title company of its check payable to HHS. After payment of closing costs and transaction costs, HHS agrees to use the balance of the Purchase Price for the maintenance, improvement and preservation of the Property, including, specifically, its historic structures.

ARTICLE III. CLOSING; CONDITIONS PRECEDENT

Section 3.01 Closing Date.

Closing under this Agreement ("Closing") shall take place at the offices of the Township or at another location that is mutually agreeable to the Township and HHS. Closing shall be held not later than the date (the "Closing Date") that is 60 days after written notice by HHS to the Township that the Commonwealth has been authorized to transfer the Property to HHS for \$1.00, but not later than December 31, 2021, except by mutual consent of the Township and HHS.

Section 3.02 Failure of Condition.

If a condition of this Agreement is not met as provided for herein, then the Township's sole remedy is to cancel this Agreement by written notice to HHS giving HHS sixty (60) days to cure the condition if HHS chooses to do so. Upon receipt of the

Township's notice of cancellation, and HHS's inability or unwillingness to cure the condition, then each party shall release the other and there shall be no further rights or liabilities under this Agreement. The Township may waive any condition in whole or in part but only by (a) written instrument delivered to HHS; or (b) failure to exercise the Township's right to cancel as required under this Section.

Section 3.03 Title.

Title to the Property at the Closing shall be good and marketable and shall be insurable as such by the title company at regular rates under the current form of ALTA Owner's Policy in accordance with the requirements of this Section. Within 30 days after notice that the Commonwealth has consented to the transfer of the Property to HHS, the Township may request the title company to issue its commitment to insure title. Within 45 days after the Effective Date, the Township will deliver the title commitment to HHS noting those items that are unacceptable to the Township.

(a) Township's Condition Precedent to Purchase

(1) Notwithstanding any other provision of this Agreement to the contrary, if the Property or any portion thereof reverts back to the Commonwealth (or the Commonwealth otherwise becomes the fee owner of the Property or any portion thereof) at any time after Closing, the Conservation Easement and all rights granted therein to the Township shall remain in full force and effect and such reverter (or other method by which the Commonwealth becomes the fee owner of the Property or any portion thereof after Closing) shall have no effect whatsoever on the Township's rights under the Conservation Easement, it being the desire of the Parties hereto to allow the Township to continue to preserve the Open Space Parcel to which the Conservation Easement applies in perpetuity. This paragraph 3.03(a) of this Agreement shall survive Closing.

(2) Notwithstanding any other provision of this Agreement to the contrary, if the Commonwealth does not convey the Property to HHS, this Agreement shall automatically become null and void.

(b) Breach.

The provisions of this Agreement pertaining to the quality of title to be delivered by HHS are both covenants and conditions. If HHS is, through no fault of HHS's, not able to convey the quality of title required under this Section 3.03, then the Township's sole remedy is to cancel this Agreement in which case the provisions of Section 3.02 of this Agreement will apply.

Section 3.04 Zoning.

The Property is zoned RAAA Residential.

Section 3.05 Transfer of the Property as HHS's Condition for Closing.

The Township will submit such grant applications as are necessary to secure the financing necessary to pay the Purchase Price for the Conservation Easement and use reasonable efforts and due diligence to obtain the final, written, and unappealable approvals of all grant makers and funders, governmental agencies, or others, including

but limited to its own Open Space Fund, required or desirable for the purchase of the Conservation Easement. HHS shall be required to use the proceeds of the sale of the Conservation Easement to repair, improve and maintain the historic structures and land consistent with the Conservation Easement and historic covenants. All such proceeds shall be subject to the restrictions noted in Article VI. HHS shall not be obligated to complete the sale unless and until the Commonwealth transfers the property to HHS for One Dollar (\$1.00) subject to conditions and restrictions acceptable to HHS. If, notwithstanding each parties' reasonable efforts and due diligence, either the expected transfer without unreasonable or unacceptable conditions, or the grants and necessary financing have not been obtained prior to the last date for Closing set forth in this Article, either HHS or the Township may cancel this Agreement in which event the provisions of Section 3.02 will apply.

ARTICLE IV. CLOSING DOCUMENTS; EXPENSES AND PRORATIONS

Section 4.01 Closing Documents.

(a) HHS's Requirements.

At Closing, HHS shall deliver, or cause to be delivered to the Township all of the following duly executed and, where appropriate, validly acknowledged and in proper form for recording:

- 1) The Conservation Easement in favor of the Township as Easement Holder substantially in the form of Exhibit "C" subject to such modification (if any) as is mutually agreeable to the Township and HHS.
- 2) An affidavit in compliance with the Foreign Investments in Real Land Tax Act ("FIRPTA") certifying that HHS is not a foreign person within the meaning of FIRPTA and that HHS is not subject to the withholding requirements set forth in FIRPTA.
- 3) Such other documents as may be reasonably necessary to consummate Closing under this Agreement.

(b) Township's Requirements.

At Closing, in addition to the Purchase Price, the Township shall deliver, or cause to be delivered to HHS all of the following, duly executed and, where appropriate, validly acknowledged and in proper form for recording:

- 1) The Township shall execute and deliver the Conservation Easement.
- 2) If appropriate to do so, the Township will execute and deliver realty transfer tax affidavits supporting the exemption from realty transfer tax of the transfer of the Conservation Easement to the Township pursuant to the Conservation Easement.

- 3) If appropriate to do so, the Parties hereto shall execute and deliver such documents as are acceptable to the Montgomery County Recorder of Deeds to support an exemption from realty transfer tax.

Section 4.02 Apportionments.

The following items shall be apportioned between HHS and the Township as of the Closing Date:

(a) Taxes.

County, Township and School District real estate taxes assessed against the Property on a per diem basis, without discount or penalty and on the basis of the fiscal year of the Governmental Authority levying the tax.

Section 4.03 Costs and Expenses.

(a) Realty Transfer Tax.

Realty transfer taxes imposed by any Governmental Authority upon the conveyance of the Property shall be divided equally between HHS and the Township.

(b) Title and Recording.

Title insurance premiums and recording fees (i) with respect to the Conservation Easement will be paid by Township; (ii) with respect to the deed and other documents transferring the Property to HHS shall be paid by HHS. Recording fees for documents to be produced or removed by HHS are to be paid by HHS.

(c) Other Charges.

- 1) Each party will bear its own counsel fees.

ARTICLE V. DEFAULT; REMEDIES.

Section 5.01 Township's Default.

If the Township is in default under this Agreement and has not cured the default within 20-days after HHS's notice of default, then HHS has the right to cancel this Agreement and in that event, neither party shall have any other rights or obligations under this Agreement.

Section 5.02 HHS's Default.

If HHS is in default under this Agreement and has not cured the default within 20-days after the Township's notice of default, then the Township has the right to cancel this Agreement. HHS shall continue to comply with all historic preservation requirements included in the deed conveying the Property from the Commonwealth to HHS.

Section 5.03 Formal Tender.

It is not necessary to schedule a Closing and make a formal tender of the executed deed, in the case of HHS, or the Purchase Price, in the case of the Township, before a default under the Agreement may be declared.

ARTICLE VI. PROVISIONS SURVIVING CLOSING.

Section 6.01 The following provisions shall survive the Closing of this Agreement:

(a) As soon as possible after Closing, HHS shall expand its Board of Directors by one (1) voting member (the "Township Member"), who shall be a sitting member of the Board of Supervisors of Whitemarsh Township (the "Board of Supervisors"). The Township Member shall be appointed by the Board of Supervisors, may be replaced at any time by the Board of Supervisors, and may be reappointed by the Board of Supervisors in its sole discretion. All of HHS's insurance policies that cover the members of HHS's Board of Directors shall cover the Township Member serving in his or her role as a member of HHS's Board of Directors.

(b) At least thirty (30) days prior to the beginning of its fiscal year each year, HHS shall submit a capital plan to the Board of Supervisors of Whitemarsh Township for the Board of Supervisors' review and approval. The Board of Supervisors reserves the right to amend the capital plan in its sole discretion.

(c) Prior to HHS making any expenditure of \$5,000 or greater that does not appear in the annual capital plan, the Board of Supervisors shall review and, if appropriate, approve such expenditure. HHS shall not divide expenditures into amounts less than \$5,000 to avoid review by the Board of Supervisors. Expenditures of \$5,000 or greater for emergency maintenance or repair shall not require prior approval by the Board of Supervisors but shall be reported to the Board of Supervisors as soon as possible after each such expenditure is made.

(d) HHS shall provide the Township quarterly financial statements prepared pursuant to generally accepted accounting principles.

(e) HHS shall obtain an annual audit from a reputable CPA or firm of CPA's and submit same to the Township. In addition, HHS's books and records shall be available for inspection by the Township upon 48-hours prior written notice.

(f) HHS acknowledges that the use, maintenance, and control of the Open Space Parcel will be limited by the terms of the Conservation Easement.

VII. MISCELLANEOUS.

Section 5.04 Assignability; Successors.

The rights and obligations of the Township and HHS under this Agreement are not assignable without the consent of the other party. Subject to this provision, this Agreement is binding upon and inures to the benefit of each of the Township and HHS and each of their respective heirs, personal representatives, successors, and assigns.

Section 5.05 Governing Law.

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

Section 5.06 Severability.

If a court of competent jurisdiction finds that a provision of this Agreement is illegal, invalid, or unenforceable, the remainder of the Agreement is not affected. The parties will, or will request the court to, replace the illegal, invalid, or unenforceable provision with a legal, valid, and enforceable provision as similar as possible to that replaced.

Section 5.07 Interpretation.

The Township and HHS and their respective professional advisors have been involved with the preparation and finalization of this Agreement. Accordingly, no rule of interpretation favoring one side or the other should be applied.

Section 5.08 Notices.

Notices under this Agreement must be in writing addressed to HHS or the Township, as the case may be, at the addresses set forth on the signature lines to this Agreement. Notices are considered given (a) when personally delivered; (b) on the next day after it is received by a reliable overnight commercial courier (charges prepaid); or (c) on the third day after it is deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested; or (d) on the day transmitted by telefax or other electronic means of transmission if confirmed promptly by any of the methods identified in (a) (b) or (c) of this sentence. Notice of change in address must be given in accordance with this Section.

Section 8.06 "As-Is" Purchase.

Except as otherwise provided in this Agreement, the Township is purchasing a Conservation Easement on the Open Space Parcel on an "As-Is" basis.

Section 8.07 Time.

Time is of the essence of this agreement.

Section 8.08 Counterparts.

This Agreement may be executed in multiple counterparts all of which, taken together, will constitute one agreement.

Section 8.09 No Third-Party Beneficiaries.

This Agreement neither creates nor intends to create any third-party beneficiaries.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Township and HHS, by their duly authorized representatives, have signed this Agreement on the respective dates set forth below.

THE HIGHLANDS HISTORICAL SOCIETY

WITNESS: Catherine C Moulton

ADDRESS FOR NOTICES:

ADDRESS FOR NOTICES:
C/O CATHERINE M. HARPER, ESQ
400 MARYLAND AVENUE, P.O..BOX 7544
FORT WASHINGTON, PA 19436-7544

BY: George A Smith, Jr. DATE 5/21/2020
NAME: George A. Smith, Jr.
TITLE: President

SIGNING DATE: _____

WHITEMARSH TOWNSHIP

WITNESS: _____

ADDRESS FOR NOTICES:
ATTENTION: RICK MELLOR
616 GERMANTOWN PIKE
LAFAYETTE HILL, PA 19444

BY: _____
NAME: LAURA BOYLE NESTER
TITLE: CHAIR

SIGNING DATE: _____

Nave Newell No. 2013-135.02

**DESCRIPTION OF PROPERTY
FOR
THE HIGHLANDS LOT #1, MONTGOMERY COUNTY UPI # 65-00-10609-00-9
WHITEMARSH TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN tract or piece of land, situate in the Township of Whitemarsh, County of Montgomery, Commonwealth of Pennsylvania, as shown on an Minor Subdivision/Lot Line Adjustment Plan, prepared for Jose and Lisa Ramos prepared by Nave, Newell, Inc., dated October 10, 2017, and last revised October 24, 2018, being Lot 1 on above stated plan, bounded and described as follows:

BEGINNING AT A POINT within the intersecting legal right-of-way lines of Skippack Pike (S.R. 0073) (50 feet wide legal right-of-way and 100 feet wide ultimate right-of-way) and Sheaff Lane (33 feet wide legal right-of-way and 60 feet wide ultimate right-of-way) said point being the south-easterly corner of this parcel and from said beginning point runs;

- 1) Thence through and near the centerline of the legal right-of-way of Skippack Pike (S.R. 0073) (50 feet wide legal right-of-way and 100 feet wide ultimate right-of-way), North $48^{\circ}25'30''$ West a distance of 1,456.62 feet to a point;
- 2) Thence leaving said right-of-way through a found monument on the ultimate right-of-way and along lands now or formerly of Dennis Alter, North $52^{\circ}48'48''$ East a distance of 1,001.46 feet to a found monument;
- 3) Thence along lands now or formerly of Dennis Alter, North $59^{\circ}16'39''$ East a distance of 538.59 feet to a set monument;
- 4) Thence along Lot 2, South $30^{\circ}00'52''$ East a distance of 205.17 feet to a set monument;
- 5) Thence along the same, South $52^{\circ}40'37''$ West a distance of 10.40 feet to a set monument;
- 6) Thence along the same, South $29^{\circ}56'26''$ East a distance of 229.31 feet to a set monument;
- 7) Thence along the same, North $56^{\circ}58'27''$ East a distance of 87.78 feet to a set monument;
- 8) Thence along the same and lands now or formerly of Andrew K. and Margarita Rooke crossing over a found monument 168.94 feet from the start of this course, South $25^{\circ}54'00''$ East a distance of 455.92 feet to a found monument;

- 9) Thence along lands now or formerly of Morton H. Fetterolf III and Melissa D. Fetterolf, South $44^{\circ}02'30''$ West a distance of 15.30 feet to a found monument;
- 10) Thence along the same, South $29^{\circ}50'30''$ East a distance of 257.21 feet crossing over a found monument on the legal right-of-way of Sheaff Lane (33 feet wide legal right-of-way and 60 feet wide ultimate right-of-way) to a point;
- 11) Thence through and near the centerline of legal right-of-way of Sheaff Lane (33 feet wide legal right-of-way and 60 feet wide ultimate right-of-way), South $41^{\circ}34'40''$ West a distance of 1,160.36 feet to a point; said point being said place of BEGINNING.

CONTAINING in area 1,772,496 square feet (40.6909 acres) more or less.

Date: April 9, 2020

Matthew D. Kelly
Professional Land Surveyor
Pennsylvania License No. SU075449



Nave Newell No. 2013-135.03

**DESCRIPTION OF CONSERVATION EASEMENT
THROUGH THE PROPERTY OF
COMMONWEALTH OF PENNSYLVANIA
(U.P.I. # 65-00-10609-00-9)
WHITEMARSH TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN tract or piece of land, situate in the Township of Whitemarsh, County of Montgomery, Commonwealth of Pennsylvania, as shown on an exhibit plan, prepared by Nave, Newell, Inc., dated March 21, 2019, bounded and described as follows:

COMMENCING at a point on the westerly legal right-of way line of Sheaff Lane (33 feet wide) said point being on the division line separating the lands now or formerly of Morton H. III & Melissa D. Fetterolf Deed Book 5662 Page 1895 UPI# 65-00-10610-00-8 with the lands now or formerly of Commonwealth of Pennsylvania UPI# 65-00-10609-00-9 and from said commencing point runs; thence, along said westerly legal right-of way line of Sheaff Lane (33 feet wide), South 41°22'51" West a distance of 677.54 to a point; said point being the place of BEGINNING, and from said place of beginning; thence, along the same,

- 1) South 41°22'51" West a distance of 467.03 feet to a point; thence, along the northern right-of-way of Skippack Pike (SR 0073) (50 feet wide) ,
- 2) North 48°24'45" West a distance of 1439.75 feet to a point; thence, along lands now or formerly of Dennis Alter Deed Book 5115 Page 153 UPI# 65-00-10651-50-7,
- 3) North 52°48'48" East a distance of 979.37 feet to a point; thence, along the same,
- 4) North 59°16'39" East a distance of 538.59 feet to a point; thence, along lands now or formerly of Jose & Lisa Ramos Deed Book 5270 Page 2334 UPI# 65-00-10611-00-7,
- 5) South 30°00'52" East a distance of 205.17 feet to a point; thence, along the same,
- 6) South 52°40'37" West a distance of 10.40 feet to a point; thence, along the same and crossing into lands now or formerly of Commonwealth of Pennsylvania UPI# 65-00-10609-00-9,
- 7) South 29°56'26" East a distance of 280.94 feet to a point; thence, through lands now or formerly of Commonwealth of Pennsylvania UPI# 65-00-10609-00-9,

Civil Engineers • Land Planners • Surveyors • Landscape Architects
900 West Valley Road, Suite 1100, Wayne, PA 19087 • 610.265.8323 • fax 610.265.4299 • navenewell.com

EXHIBIT B



- 8) South 66°43'53" West a distance of 523.09 feet to a point; thence, through the same,
- 9) South 19°19'36" East a distance of 444.35 feet to a point; thence, through the same,
- 10) South 33°14'13" East a distance of 57.16 feet to a point; thence, along the same,
- 11) South 39°52'30" West a distance of 61.83 feet to a point; thence, along the same,
- 12) South 37°37'54" East a distance of 408.74 feet to a point; said point being place of BEGINNING.

CONTAINING in area 1,211,896 square feet (27.8213 acres).



Date: March 25, 2019

A handwritten signature in black ink, appearing to read "James R. Aiken II", written over a horizontal line.

James R. Aiken II
Professional Land Surveyor
Pennsylvania License No. SU075233

K:\13Proj\13135\CAD\Survey\Desc\Easements\Conservation.docx

EXHIBIT B

Prepared by:

Catherine M. Harper, Esq.
Timoney Knox LLP
400 Maryland Avenue
P.O. Box 7544
Fort Washington, PA 19034
charper@timoneyknox.com
www.timoneyknox.com
Direct 215-540-2622
Main 215-646-6000
Fax 215-646-5679

TMP (part of): 65-00-10609-00-9

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (this “Easement”), made this _____ day of _____, 2020, by and between **THE HIGHLANDS HISTORICAL SOCIETY** (“HHS”), its successors and assigns, a Pennsylvania non-profit corporation and **WHITEMARSH TOWNSHIP** (the “Township”), a Pennsylvania Home-Rule municipality. HHS and the Township may each be referred to herein as a “Party”, and collectively referred to as the “Parties”

BACKGROUND

HHS, by Deed dated _____, 2020, and recorded in the Office of the Recorder of Deeds for Montgomery County in Deed Book _____ at Page _____, acquired Montgomery County Tax Map Parcel No. 65-00-10609-00-9 (the “Property”) from the Commonwealth of Pennsylvania. A 27.8213-acre portion of the Property, described in the legal description attached hereto as Exhibit “A” and incorporated herein by reference, and depicted on the plan attached hereto as Exhibit “B” and incorporated herein by reference, has been designated as the “Open Space Parcel”. The Open Space Parcel is located on Sheaff Lane in Whitemarsh Township near its intersection with Skippack Pike.

By a referendum vote in 2007, Township voters approved increasing the Earned Income Tax in the Township for the purpose of land preservation pursuant to Act 153 of 1996, the Open Space Lands Act, 32 Pa. C.S.A. § 5007.1, as amended (“Act 153”) and thereafter, the Board of Supervisors approved the Whitemarsh Township Earned Income Open Space Tax (the “Open Space Tax”), creating an Open Space Fund for the purpose of acquiring land and conservation easements to preserve open lands in the Township in

perpetuity.

In the Whitemarsh Township Open Space Plan, the Property, of which the Open Space Parcel is a part, is listed as a “Potentially Vulnerable Resource”, owned by the Commonwealth of Pennsylvania. Thereafter in 2018, the Pennsylvania Historical and Museum Commission, charged with the ownership and maintenance of the Property, published a “Request for Interest” seeking those with an interest in acquiring and preserving the Property in perpetuity, to which HHS responded positively. HHS proposed to take ownership of the Property subject to Commonwealth preservation restrictions on the historic house and associated structures on a 11.77-acre portion of the Property known as the “Historic Parcel”, and to take ownership of the Open Space Parcel subject to a Conservation Easement for open space purposes in favor of the Township, funded by the Open Space Tax and to use those funds for the preservation of the Property.

In consideration of the money paid by the Township for a Conservation Easement for open space purposes on the Open Space Parcel, HHS desires to execute this Easement restricting the Open Space Parcel to be maintained as open space in accordance with the purposes of the Open Space Tax. Further, HHS desires that this Easement shall be recorded as a covenant running with the land and shall otherwise be legally binding upon HHS.

NOW THEREFORE, intending to be legally bound hereby, HHS hereby declares that the Open Space Parcel shall be utilized and maintained in perpetuity for open space purposes as permitted by Act 153, subject to the limitations and further restrictions of use more particularly described below in Article I.

ARTICLE I - RESTRICTIONS

The Background section of this Easement is incorporated herein by reference. The use of the Open Space Parcel shall be restricted to open space, passive recreation, and agricultural purposes, and activities consistent with those purposes and with the preservation of the historic mansion, gardens, outbuildings, and grounds located on the Historic Parcel. Parking for historic, charitable, passive recreation, or other events on the Property is specifically permitted. All activities that occur on the Open Space Parcel shall comply with Act 153.

Specific restrictions on the use of the Open Space Parcel are, among others, as follows:

- 1) HHS shall not take any action whatsoever with regard to the Open Space Parcel without the prior written consent of the Township.
- 2) Any agreements, study results, title reports, or other information that HHS receives relative to the Open Space Parcel, including any side agreements entered into by HHS, shall be undertaken only with the prior written approval of the

Township and shall be shared with the Township.

- 3) HHS, following the prior written consent of the Township, shall manage the Open Space Parcel in an environmentally sensitive manner by avoiding the creation of additional impervious surfaces, by minimizing the application of potentially harmful herbicides and pesticides, and by preserving and enhancing the growth of native vegetation on site which promotes biodiversity.
- 4) Following written consent of the Township, a permanent sign may be placed on the Open Space Parcel after purchase indicating the source of grant funds for the land acquisition and the public use status of the land.
- 5) No earth disturbance, land development, construction, or erection of any temporary or permanent structure or facility of any kind is permitted on the Open Space Parcel without the prior written consent of Whitemarsh Township.
- 6) No subdivision of the Open Space Parcel is permitted.
- 7) No change of use, transfer of ownership, or sale of the Open Space Parcel shall occur without the prior written consent of the Township.

ARTICLE II - ENFORCEMENT

1. The Township shall have the exclusive right and power to enforce this Easement by any proceedings at law or in equity against HHS or against any person or persons violating or attempting to violate any provision of this Easement; to restrain violations; to require specific performance, and/or to recover damages.

2. Without limiting HHS's liability therefor, the Township, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Open Space Parcel. The Township's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and HHS agrees that the Township's remedies at law for any violation of the terms of this Easement are inadequate and that the Township shall be entitled to the injunctive relief described in this Article, both prohibitive and mandatory, in addition to such other relief to which the Township may be entitled including specific performance of the terms of this Easement, without necessity of proving either actual damages or the inadequacy of otherwise available legal or equitable remedies. The Township's remedies described in this Article shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

3. **Cost of Enforcement.** Any costs incurred by the Township in enforcing the terms of this Easement against HHS, including, without limitation, costs of suit and attorneys' fees, and any cost of restoration necessitated by HHS's violation of the terms of this Easement shall be borne by HHS.

4. The failure by the Township to enforce any provision of this Easement shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE III - MISCELLANEOUS

1. The covenants and restrictions of this Easement shall run with the land and bind the Open Space Parcel in perpetuity.
2. This Easement shall be recorded in the Office of the Recorder of Deeds in and for the County of Montgomery, Pennsylvania.
3. This Easement shall remain in full force and effect notwithstanding the identity of the fee owner of the Property, the Open Space Parcel, the Historic Parcel, or any portion thereof, including but not limited to, the Commonwealth of Pennsylvania or any of its departments, bureaus, or other successors or assigns of the Commonwealth.

IN WITNESS WHEREOF, HHS has caused this Easement to be executed the day and year first above written.

THE HIGHLANDS HISTORICAL SOCIETY

By: _____ (SEAL)

ATTEST:

Secretary

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF MONTGOMERY : /SS/

ACKNOWLEDGEMENT

On this, the _____ day of _____, 2020, before me, the undersigned officer, personally appeared

who acknowledged (himself) (herself) (themselves) to be the

of The Highlands Historical Society, and that (he) (she) (they) as such

being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of The Highlands Historical Society by (himself) (herself) (themselves) as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public



Nave Newell No. 2013-135.03

**DESCRIPTION OF CONSERVATION EASEMENT
THROUGH THE PROPERTY OF
COMMONWEALTH OF PENNSYLVANIA
(U.P.I. # 65-00-10609-00-9)
WHITEMARSH TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN tract or piece of land, situate in the Township of Whitemarsh, County of Montgomery, Commonwealth of Pennsylvania, as shown on an exhibit plan, prepared by Nave, Newell, Inc., dated March 21, 2019, bounded and described as follows:

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- 1) South 41°22'51" West a distance of 467.03 feet to a point; thence, along the northern right-of-way of Skippack Pike (SR 0073) (50 feet wide) ,
- 2) North 48°24'45" West a distance of 1439.75 feet to a point; thence, along lands now or formerly of Dennis Alter Deed Book 5115 Page 153 UPI# 65-00-10651-50-7,
- 3) North 52°48'48" East a distance of 979.37 feet to a point; thence, along the same,
- 4) North 59°16'39" East a distance of 538.59 feet to a point; thence, along lands now or formerly of Jose & Lisa Ramos Deed Book 5270 Page 2334 UPI# 65-00-10611-00-7,
- 5) South 30°00'52" East a distance of 205.17 feet to a point; thence, along the same,
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- 7) South 29°56'26" East a distance of 280.94 feet to a point; thence, through lands now or formerly of Commonwealth of Pennsylvania UPI# 65-00-10609-00-9,



- 8) South 66°43'53" West a distance of 523.09 feet to a point; thence, through the same,
- 9) South 19°19'36" East a distance of 444.35 feet to a point; thence, through the same,
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CONTAINING in area 1,211,896 square feet (27.8213 acres).



Date: March 25, 2019

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James R. Aiken II
Professional Land Surveyor
Pennsylvania License No. SU075233

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EXHIBIT B PLAN



May 18, 2020

Mr. Richard L. Mellor, Jr., Township Manager
Whitemarsh Township Municipal Building
616 Germantown Pike
Lafayette Hill, PA 19444

**RE: Germantown Pike Pedestrian Crossing
Bid Specification # 2019-05
Whitemarsh Township, Montgomery County, PA
Project Number 2020-01109**

Dear Mr. Mellor:

As requested, we have reviewed the bids submitted to the Township and publicly opened on May 14, 2020 for the above referenced project with the following results:

<u>Bid Bond</u>	<u>Bidder's Name</u>	<u>Bid Amount</u>
10%	Premier Concrete, Inc.	\$128,900.50
10%	Road-Con, Inc.	\$129,534.10
10%	Marino Corporation	\$135,413.90
10%	Ocean Construction	\$141,624.32
10%	Wyoming Electric and Signal	\$211,226.95

Based on the attached bid evaluation that is summarized above, Premier Concrete, Inc. is the lowest responsive bidder for the Total Bid for this project. It is therefore recommended that the Board of Supervisors authorize the Township Engineer's office to issue a Notice of Intent to Award to Premier Concrete, Inc. for the Total Bid cost of **\$128,900.50**.

Final awarding of the contract is contingent upon a successful outcome to the required Responsible Contractor Determination that will be performed by our office.

This project, together with a separate signal improvements project at Colonial & Flourtown Roads, will be partially funded by a Multimodal Transportation Fund (MTF) grant in the amount of \$250,000.00 which will help offset the cost of construction.

Should you have any questions regarding this matter please do not hesitate to contact me at this office.

Very truly yours,

James J. Hersh, PE
Township Engineer

c: Sean Kilkenny, Esq.; The Law Offices of Sean Kilkenny, LLC – Township Solicitor
Ms. Deana Shuler, Administrative Assistant

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

BID TABULATION
GERMANTOWN PIKE PEDESTRIAN CROSSING
BID SPECIFICATION #2019-05

BID DATE: MAY 14, 2020

ITEM No.	QTY	UNIT	DESCRIPTION	Premier Concrete, Inc.		Road-Con, Inc.		Marino Corporation		Ocean Construction		Wyoming Electric and Signal	
				PRICE	TOTAL AMOUNT	PRICE	TOTAL AMOUNT	PRICE	TOTAL AMOUNT	PRICE	TOTAL AMOUNT	PRICE	TOTAL AMOUNT
BASE BID													
1	1	LS	MOBILIZATION/DEMOBILIZATION	\$2,500.00	\$2,500.00	\$9,000.00	\$9,000.00	\$12,660.00	\$12,660.00	\$15,690.00	\$15,690.00	\$9,000.00	\$9,000.00
2	1	LS	MAINTENANCE & PROTECTION OF TRAFFIC	\$10,000.00	\$10,000.00	\$1,850.00	\$1,850.00	\$9,800.00	\$9,800.00	\$17,677.00	\$17,677.00	\$7,300.00	\$7,300.00
3	1	LS	SOIL EROSION & SEDIMENT CONTROL	\$1,500.00	\$1,500.00	\$530.00	\$530.00	\$2,040.00	\$2,040.00	\$0.01	\$0.01	\$2,500.00	\$2,500.00
4	25	SY	LAWN RESTORATION: FINE GRADE, TOPSOIL, SEED, MULCH	\$75.00	\$1,875.00	\$153.00	\$3,825.00	\$96.00	\$2,400.00	\$19.04	\$476.00	\$547.00	\$13,675.00
5	30	SY	CONCRETE SIDEWALK	\$300.00	\$9,000.00	\$347.00	\$10,410.00	\$244.00	\$7,320.00	\$96.77	\$2,903.10	\$450.00	\$13,500.00
6	28	SF	DETECTABLE WARNING SURFACE	\$100.00	\$2,800.00	\$31.00	\$868.00	\$46.00	\$1,288.00	\$27.88	\$780.64	\$62.40	\$1,747.20
7	55	LF	CONCRETE CURB	\$150.00	\$8,250.00	\$175.00	\$9,625.00	\$96.00	\$5,280.00	\$133.72	\$7,354.60	\$265.00	\$14,575.00
8	18	EA	FLEXIBLE REFLECTIVE DELINEATOR	\$100.00	\$1,800.00	\$93.00	\$1,674.00	\$185.00	\$3,330.00	\$127.95	\$2,303.10	\$75.00	\$1,350.00
9	1.5	TON	1.5" SUPERPAVE WEARING COURSE (0 TO 0.3 M ESALS)	\$500.00	\$750.00	\$2,315.00	\$3,472.50	\$1,180.00	\$1,770.00	\$1,178.47	\$1,767.71	\$815.00	\$1,222.50
10	5	TON	5" SUPERPAVE BASE COURSE (0 TO 0.3 M ESALS)	\$500.00	\$2,500.00	\$885.00	\$4,425.00	\$374.00	\$1,870.00	\$443.86	\$2,219.30	\$465.00	\$2,325.00
11	5	TON	PENNDOT 2A STONE BASE COURSE (6" THICK)	\$100.00	\$500.00	\$326.00	\$1,630.00	\$174.00	\$870.00	\$340.64	\$1,703.20	\$120.00	\$600.00
12	780	LF	ERADICATION OF PAVEMENT MARKINGS	\$3.50	\$2,730.00	\$3.15	\$2,457.00	\$2.20	\$1,716.00	\$3.48	\$2,714.40	\$3.25	\$2,535.00
13	265	LF	PAVEMENT MARKINGS (4" DOUBLE YELLOW THERMO.)	\$3.20	\$848.00	\$2.60	\$689.00	\$3.40	\$901.00	\$2.84	\$752.60	\$2.65	\$702.25
14	515	LF	PAVEMENT MARKINGS (4" WHITE THERMO.)	\$2.00	\$1,030.00	\$1.30	\$669.50	\$1.70	\$875.50	\$1.42	\$731.30	\$1.30	\$669.50
15	250	LF	PAVEMENT MARKINGS (24" WHITE THERMO.)	\$12.00	\$3,000.00	\$11.70	\$2,925.00	\$9.00	\$2,250.00	\$12.90	\$3,225.00	\$12.00	\$3,000.00
16	2	EA	PAVEMENT MARKINGS ("PED" WHITE THERMO.)	\$300.00	\$600.00	\$265.00	\$530.00	\$226.00	\$452.00	\$290.32	\$580.64	\$275.00	\$550.00
17	2	EA	PAVEMENT MARKINGS ("AHEAD" WHITE THERMO.)	\$500.00	\$1,000.00	\$440.00	\$880.00	\$450.00	\$900.00	\$483.86	\$967.72	\$450.00	\$900.00
18	14	SY	TACK COAT	\$20.00	\$280.00	\$4.40	\$61.60	\$20.00	\$280.00	\$11.41	\$159.74	\$7.20	\$100.80
19	130	LF	JOINT AND CRACK SEALER	\$7.00	\$910.00	\$1.70	\$221.00	\$6.00	\$780.00	\$1.12	\$145.60	\$9.60	\$1,248.00
20	28.5	SF	FLAT SHEET POST MOUNTED SIGNS ALUMINUM	\$45.00	\$1,282.50	\$25.00	\$712.50	\$200.00	\$5,700.00	\$25.58	\$729.03	\$60.00	\$1,710.00
21	102	SF	FLAT SHEET STRUCTURE MOUNTED SIGNS ALUMINUM	\$50.00	\$5,100.00	\$35.00	\$3,570.00	\$56.00	\$5,712.00	\$29.22	\$2,980.44	\$65.00	\$6,630.00
22	1	EA	TRAFFIC SIGNAL SUPPORT – 30' MAST ARM	\$22,000.00	\$22,000.00	\$24,270.00	\$24,270.00	\$23,400.00	\$23,400.00	\$26,817.60	\$26,817.60	\$29,000.00	\$29,000.00
23	1	EA	TRAFFIC SIGNAL SUPPORT – 10' PEDESTAL	\$7,500.00	\$7,500.00	\$6,440.00	\$6,440.00	\$6,222.00	\$6,222.00	\$7,118.59	\$7,118.59	\$5,100.00	\$5,100.00
24	1	EA	CONTROLLER ASSEMBLY TYPE II	\$5,000.00	\$5,000.00	\$3,240.00	\$3,240.00	\$3,100.00	\$3,100.00	\$3,579.29	\$3,579.29	\$14,750.00	\$14,750.00
25	76	LF	3" CONDUIT	\$7.25	\$551.00	\$7.30	\$554.80	\$7.00	\$532.00	\$8.06	\$612.56	\$8.50	\$646.00
26	136	LF	2" CONDUIT	\$5.50	\$748.00	\$5.60	\$761.60	\$5.50	\$748.00	\$6.26	\$851.36	\$7.10	\$965.60
27	74	LF	TRENCH & BACKFILL TYPE I (EARTH)	\$15.00	\$1,110.00	\$14.50	\$1,073.00	\$14.00	\$1,036.00	\$16.01	\$1,184.74	\$38.00	\$2,812.00
28	62	LF	TRENCH & BACKFILL TYPE III (PAVEMENT)	\$100.00	\$6,200.00	\$99.00	\$6,138.00	\$95.00	\$5,890.00	\$109.49	\$6,788.38	\$280.00	\$17,360.00
29	88	LF	SIGNAL CABLE 14 AWG, 3 CONDUCTOR	\$5.00	\$440.00	\$4.00	\$352.00	\$3.90	\$343.20	\$4.46	\$392.48	\$5.20	\$457.60
30	424	LF	SIGNAL CABLE 14 AWG, 5 CONDUCTOR	\$5.00	\$2,120.00	\$4.15	\$1,759.60	\$4.00	\$1,696.00	\$4.58	\$1,941.92	\$5.60	\$2,374.40
31	119	LF	SIGNAL CABLE 12 AWG, 2 CONDUCTOR	\$4.00	\$476.00	\$4.00	\$476.00	\$3.80	\$452.20	\$4.33	\$515.27	\$6.90	\$821.10
32	2	EA	JUNCTION BOX JB27	\$750.00	\$1,500.00	\$612.00	\$1,224.00	\$590.00	\$1,180.00	\$676.12	\$1,352.24	\$1,700.00	\$3,400.00
33	1	EA	ELECTRIC SERVICE, TYPE B	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$1,700.00	\$1,700.00	\$1,987.06	\$1,987.06	\$4,100.00	\$4,100.00
34	6	EA	RECTANGULAR RAPID FLASHING BEACON (RRFB)	\$1,500.00	\$9,000.00	\$1,570.00	\$9,420.00	\$1,500.00	\$9,000.00	\$1,735.45	\$10,412.70	\$4,800.00	\$28,800.00
35	2	EA	PEDESTRIAN PUSH BUTTON	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$960.00	\$1,920.00	\$1,104.50	\$2,209.00	\$2,400.00	\$4,800.00
36	1	LS	CONTINGENCY	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Base Bid Total					\$128,900.50		\$ 129,534.10		\$ 135,413.90		\$ 141,624.32		\$ 211,226.95



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

MEMORANDUM

TO: Mr. Richard L. Mellor, Jr., Township Manager

FROM: Jim Hersh, PE, Township Engineer

DATE: April 6, 2020

RE: Chapter 103 "Streets and Sidewalks"
Ordinance Amendment to Protect Pavement Surfaces

PROJECT NUMBER: 2020-01015

As requested, we have prepared suggested language to be considered for incorporation into Chapter 103 "Streets and Sidewalks" of the Whitmarsh Township Code. The ordinance amendment would codify a five-year moratorium for any new pavement cuts on any roads recently paved or restored in Whitmarsh Township.

Pavement cuts alter and degrade pavement surfaces adjacent to the cut. Pavement cuts should be limited, in order to help preserve pavement integrity, rideability and appearance of new street surfaces. In the event of an emergency, it will occasionally be necessary to cut into a street that has been paved within the past five years. This ordinance amendment will establish the basis and process for determining the level of repair and replacement for utility cuts on recently paved streets.

We request that the suggested Ordinance language, attached, be reviewed by the Township Solicitor. If acceptable, the proposed ordinance amendment could be considered by the Board of Supervisors for incorporation into the Whitmarsh Township Code.

Should you have any questions or need further information regarding this matter, please do not hesitate to contact me at this office.

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Add the following to Chapter 103: Streets and Sidewalks:

To Section § 103-43: "Definitions", Add the following Definition:

MORATORIUM STREET – any street that has been reconstructed or resurfaced in the preceding five (5) year period.

To Section § 103-49: "Construction in rights-of-way", Add Section § 103-49(M):

§ 103-49(M) Moratorium on pavement cuts; permits.

- (1) After any street has been constructed, reconstructed, or paved by Township forces, under Township contract, or under permit, a five-year moratorium for any new pavement cuts for those designated Moratorium Streets will be in effect. In the event of an emergency, any roadway cuts will require that the entity mill and overlay the entire lane of travel in the vicinity of the road cut, thirty-foot minimum in each direction from the work area. If such cuts involve both lanes of travel, the milling and overlay will extend the entire cartway width in the vicinity of the road cut, 30 feet minimum in each direction from the work area.
- (2) The Township Engineer may grant exemptions to this prohibition in order to facilitate development on adjacent properties, provide for emergency repairs to subsurface facilities, provide for underground service connections to adjacent properties or allow the upgrading of underground utility facilities. When granting exceptions to this regulation, the Township Engineer may impose conditions determined appropriate to insure the rapid and complete restoration of the street and the surface paving. Repaving may include base and sub-base repairs, or other related work as needed, and may include up to full-width surface paving of the roadway.
- (3) All permits for road cuts are issued at the discretion of the Township.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

May 18, 2020

Whitemarsh Township Board of Supervisors
Whitemarsh Township Municipal Building
616 Germantown Pike
Lafayette Hill, PA 19444

ATTENTION: Mr. Richard L. Mellor, Jr., Township Manager

RE: ESCROW RELEASE NO. 1
252 Roberts Avenue
Whitemarsh Township, Montgomery County, Pennsylvania
S/LD #05-18
Our Project Number 2020-01174

Dear Mr. Mellor:

We have reviewed the request for Escrow Release submitted to us on May 11, 2020 by the developer's representative, Mark Canale - MJT Builders, LLC; based on a recent inspection of the development, it has been determined that the items listed have been completed. Therefore, we are enclosing Escrow Release No. 1 for 252 Roberts Avenue in the amount of:

Sixteen Thousand, Sixty-Two Dollars and Thirty Cents

(\$16,062.30)

Included in Release No. 1 is one (1) copy of each of the following:

Completion Certificate and Authorization for Reduction
Payment Request Breakdown

After the Certificate of Completion is signed, copies of each of the above should be transmitted as follows: Whitemarsh Township - one copy, and 252 Roberts Avenue, LLC - two copies.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Hersh', is written over a light blue horizontal line.

James J. Hersh, PE
Township Engineer

cc: Sean Kilkenny, Esq.; The Law Offices of Sean Kilkenny LLC; Township Solicitor
O:\MUNICIPAL\2020\2001174-WshT_252 Roberts Ave SLD 05-18\Construction - LD\Escrow Releases\Release #1.doc

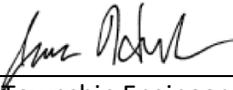
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**252 ROBERTS AVENUE - S/LD # 05-18
RELEASE #1**

COMPLETION CERTIFICATE AND AUTHORIZATION FOR REDUCTION

We, the undersigned, hereby certify that the work provided for in a certain Site Improvements agreement between the Township of Whitemarsh and 252 Roberts Avenue, LLC, dated the 13th day of December 2019, relative to the construction and installation of certain improvements have been completed to the extent of Seventeen Thousand, Eight Hundred Forty-Seven Dollars and Zero Cents (\$17,847.00), less a ten percent (10%) retention and this Certificate authorizes Independent Mortgage Company to reduce Set-Aside funds, by the sum of Sixteen Thousand, Sixty-Two Dollars and Thirty Cents (\$16,062.30) pursuant to a Financial Security Agreement dated the 10th day of December, 2019 executed by Mark Jones, Member, 252 Roberts Avenue, LLC. It is agreed that release of said funds shall not be construed as acceptance of the work by the Township, nor shall this Certificate act or constitute any waiver by said Township, and said Township hereby reserves the right to re-inspect the said work and to require the Developer referred to in said Site Improvements Agreement to correct any and all defects and deficiencies.

DATED: May 18, 2020



Township Engineer
Gilmore & Associates, Inc.

Escrowed Amount	\$	62,995.90
Released to Date	\$	16,062.30
Remaining Escrow	\$	46,933.60

Township Manager

ITEM		ESCROW				CURRENT RELEASE		RELEASED TO DATE		ESCROW REMAINING	
No.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	QTY	COST	QTY	COST	QTY	COST
A	EROSION & SEDIMENT CONTROL										
1	CONSTRUCTION ENTRANCE	1	EA	\$2,000.00	\$2,000.00	0	\$0.00	0	\$0.00	1	\$2,000.00
2	12" COMPOST FILTER SOCK	345	LF	\$3.00	\$1,035.00	345	\$1,035.00	345	\$1,035.00	0	\$0.00
3	CONSTRUCTION FENCING	621	LF	\$1.00	\$621.00	621	\$621.00	621	\$621.00	0	\$0.00
4	MAINTENANCE & PROTECTION OF E&S	1	LS	\$1,000.00	\$1,000.00	50%	\$500.00	50%	\$500.00	50%	\$500.00
B	SITE WORK										
1	CONCRETE REMOVAL	16	SY	\$5.00	\$80.00	16	\$80.00	16	\$80.00	0	\$0.00
2	PAVEMENT REMOVAL	1,002	SY	\$5.00	\$5,010.00	501	\$2,505.00	501	\$2,505.00	501	\$2,505.00
3	CURB REMOVAL	120	LF	\$5.00	\$600.00	60	\$300.00	60	\$300.00	60	\$300.00
4	PAVEMENT RESTORATION	373	SY	\$20.00	\$7,460.00	0	\$0.00	0	\$0.00	373	\$7,460.00
5	PERVIOUS DRIVEWAY	157	SY	\$20.00	\$3,140.00	0	\$0.00	0	\$0.00	157	\$3,140.00
6	CONCRETE CURB	112	LF	\$25.00	\$2,800.00	56	\$1,400.00	56	\$1,400.00	56	\$1,400.00
7	MONUMENTATION	6	EA	\$150.00	\$900.00	0	\$0.00	0	\$0.00	6	\$900.00
8	AS BUILT SURVEY	1	LS	\$1,500.00	\$1,500.00	0%	\$0.00	0%	\$0.00	100%	\$1,500.00
C	STORMWATER FACILITIES										
1	SUBSURFACE BASIN	2	EA	\$10,000.00	\$20,000.00	1	\$10,000.00	1	\$10,000.00	1	\$10,000.00
2	AMENDED SOILS	1	LS	\$2,000.00	\$2,000.00	0%	\$0.00	0%	\$0.00	100%	\$2,000.00
3	6" PVC	268	LF	\$9.00	\$2,412.00	134	\$1,206.00	134	\$1,206.00	134	\$1,206.00
4	YARD DRAINS	2	EA	\$200.00	\$400.00	1	\$200.00	1	\$200.00	1	\$200.00
D	LANDSCAPING										
1	LAWN RESTORATION	10,522	SF	\$0.50	\$5,261.00	0	\$0.00	0	\$0.00	10522	\$5,261.00
2	TREES	3	EA	\$350.00	\$1,050.00	0	\$0.00	0	\$0.00	3	\$1,050.00
	SUBTOTAL				\$57,269.00		\$17,847.00		\$17,847.00		\$39,422.00
	10% CONTINGENCY				\$5,726.90	0%	\$0.00	0%	\$0.00	100%	\$5,726.90
	SUBTOTAL				\$62,995.90		\$17,847.00		\$17,847.00		\$45,148.90
	10% RETAINAGE						\$1,784.70		\$1,784.70		\$1,784.70
	AMOUNT OF RELEASE						\$16,062.30		\$16,062.30		\$46,933.60

Construction Cost Escrow

A	100% 12" compost filter sock	\$ 1,035.00
	100% Construction fencing	\$ 621.00
	50% Maintenance and protection R&S	\$ 500.00
B	100% Concrete removal	\$ 80.00
	50% Payment removal	\$ 2,505.00
	50% Curb removal	\$ 300.00
	50% Concrete curb	\$ 1,400.00
C	50% Subsurface basin	\$ 10,000.00
	50% 6" PVC	\$ 1,206.00
	50% Yard drains	\$ 200.00
		Total
		\$ 17,847.00

252 ROBERTS AVENUE (S/LD # 05-18)
CONSTRUCTION COST ESCROW

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
A EROSION & SEDIMENT CONTROL					
	1 CONSTRUCTION ENTRANCE	1	EA	\$2,000.00	\$2,000.00
100%	2 12" COMPOST FILTER SOCK	345	LF	\$3.00	\$1,035.00
100%	3 CONSTRUCTION FENCING	621	LF	\$1.00	\$621.00
50%	4 MAINTENANCE & PROTECTION OF E&S	1	LS	\$1,000.00	\$1,000.00
				SUBTOTAL	\$4,656.00
B SITE WORK					
100%	1 CONCRETE REMOVAL	16	SY	\$5.00	\$80.00
50%	2 PAVEMENT REMOVAL	1,002	SY	\$5.00	\$5,010.00
50%	3 CURB REMOVAL	120	LF	\$5.00	\$600.00
	4 PAVEMENT RESTORATION	373	SY	\$20.00	\$7,460.00
	5 PERVIOUS DRIVEWAY	157	SY	\$20.00	\$3,140.00
50%	6 CONCRETE CURB	112	LF	\$25.00	\$2,800.00
	7 MONUMENTATION	6	EA	\$150.00	\$900.00
	8 AS BUILT SURVEY	1	LS	\$1,500.00	\$1,500.00
				SUBTOTAL	\$21,490.00
C STORMWATER FACILITIES					
50%	1 SUBSURFACE BASIN	2	EA	\$10,000.00	\$20,000.00
	2 AMENDED SOILS	1	LS	\$2,000.00	\$2,000.00
50%	3 6" PVC	268	LF	\$9.00	\$2,412.00
50%	4 YARD DRAINS	2	EA	\$200.00	\$400.00
				SUBTOTAL	\$24,812.00
D LANDSCAPING					
	1 LAWN RESTORATION	10,522	SF	\$0.50	\$5,261.00
	2 TREES	3	EA	\$350.00	\$1,050.00
				SUBTOTAL	\$6,311.00

252 ROBERTS AVENUE (S/LD # 05-18)
Construction Cost Escrow

SUMMARY

A	EROSION & SEDIMENT CONTROL		\$4,656.00
B	SITE WORK		\$21,490.00
C	STORMWATER FACILITIES		\$24,812.00
D	LANDSCAPING		\$6,311.00
		SUBTOTAL	\$57,269.00
		CONTINGENCY	<u>\$5,726.90</u>
			\$62,995.90
		10% LEGAL & ENGINEERING	<u>\$5,726.90</u>
		TOTAL ESCROW	\$68,722.80



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

May 13, 2020

Whitemarsh Township Board of Supervisors
Whitemarsh Township Municipal Building
616 Germantown Pike
Lafayette Hill, PA 19444

ATTENTION: Mr. Richard L. Mellor, Jr., Township Manager

RE: ESCROW RELEASE NO. 4
The Knolls at Whitemarsh
Whitemarsh Township, Montgomery County, Pennsylvania
S/LD #03-14
Our Project Number 2020-01127

Dear Mr. Mellor:

We have reviewed the request for Escrow Release submitted to us on March 10, 2020 by the developer's representative, Marc Salamone; based on a recent inspection of the development, it has been determined that the items listed have been completed. Therefore, we are enclosing Escrow Release No. 4 for Whitemarsh Knolls, LLC in the amount of:

Ninety-Six Thousand, Two Hundred Ninety-Four Dollars and Seventy-Seven Cents

(\$96,294.77)

Included in Release No. 4 is one (1) copy of each of the following:

Completion Certificate and Authorization for Reduction
Payment Request Breakdown

After the Certificate of Completion is signed, copies of each of the above should be transmitted as follows: Whitemarsh Township - one copy, and Whitemarsh Knolls, LLC - two copies.

Sincerely,

James J. Hersh, PE
Township Engineer

cc: Sean Kilkenny, Esq.; The Law Offices of Sean Kilkenny LLC; Township Solicitor

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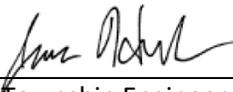
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**THE KNOLLS AT WHITEMARSH - S/LD # 03-14
RELEASE #4**

COMPLETION CERTIFICATE AND AUTHORIZATION FOR REDUCTION

We, the undersigned, hereby certify that the work provided for in a certain Site Improvements agreement between the Township of Whitemarsh and Whitemarsh Knolls, LLC, dated the 27th day of August 2019, relative to the construction and installation of certain improvements have been completed to the extent of Ninety-Six Thousand, Two Hundred Ninety-Four Dollars and Seventy-Seven Cents (\$96,294.77), and this Certificate authorizes Independent Mortgage Company to reduce Loan Account No. 2802, by the sum of Ninety-Six Thousand, Two Hundred Ninety-Four Dollars and Seventy-Seven Cents (\$96,294.77), pursuant to a Financial Security Agreement dated the 15th day of August, 2019 executed by Marc Salamone, Member, Whitemarsh Knolls, LLC. It is agreed that release of said funds shall not be construed as acceptance of the work by the Township, nor shall this Certificate act or constitute any waiver by said Township, and said Township hereby reserves the right to re-inspect the said work and to require the Developer referred to in said Site Improvements Agreement to correct any and all defects and deficiencies.

DATED: May 13, 2020


Township Engineer
Gilmore & Associates, Inc.

Escrowed Amount	\$	967,839.20
Released to Date	\$	252,452.26
Remaining Escrow	\$	\$715,386.94

Township Manager

THE KNOLLS AT WHITEMARSH
S/LD #03-14

RELEASE No. 4
SHEET 1 OF 4

ITEM		ESCROW				CURRENT RELEASE		RELEASED TO DATE		ESCROW REMAINING	
No.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	QTY	COST	QTY	COST	QTY	COST
A	STAKE OUT AND AS BUILT										
1	AS BUILT PLANS	1	LS	\$5,500.00	\$5,500.00			0%	\$0.00	100%	\$5,500.00
2	MONUMENTS	7	EA	\$175.00	\$1,225.00			0	\$0.00	7	\$1,225.00
3	LOT PINS	12	EA	\$110.00	\$1,320.00			0	\$0.00	12	\$1,320.00
4	CONSTRUCTION STAKEOUT	1	EA	\$22,316.75	\$22,316.75	20.16%	\$4,500.00	20.16%	\$4,500.00	79.84%	\$17,816.75
B	EROSION AND SEDIMENT CONTROL										
1	ROCK CONSTRUCTION ENTRANCE	200	SY	\$12.92	\$2,584.00			150	\$1,938.00	50	\$646.00
2	18" SILT FENCE	290	LF	\$1.57	\$455.30	290	\$455.30	290	\$455.30	0	\$0.00
3	12" SILT SOXX	6156	LF	\$3.10	\$19,083.60			6156	\$19,083.60	0	\$0.00
4	24" SILT SOXX	400	LF	\$8.80	\$3,520.00			400	\$3,520.00	0	\$0.00
5	ROCK FILTER	1	EA	\$142.80	\$142.80			1	\$142.80	0	\$0.00
6	INLET PROTECTION SILT SACK	4	EA	\$105.40	\$421.60			4	\$421.60	0	\$0.00
7	DIVERSION BERM	265	LF	\$2.04	\$540.60			265	\$540.60	0	\$0.00
8	PERMANENT SWALES-MATTING	420	SY	\$23.21	\$9,748.20			0	\$0.00	420	\$9,748.20
9	ORANGE CONSTRUCTION FENCE	110	LF	\$1.91	\$210.10			110	\$210.10	0	\$0.00
10	TREE PROTECTION FENCE	2,295	LF	\$1.91	\$4,383.45			2295	\$4,383.45	0	\$0.00
11	E&S REMOVAL	1	LS	\$4,424.25	\$4,424.25			0%	\$0.00	100%	\$4,424.25
C	CLEARING/DEMO										
1	CLEARING AND GRUBBING	5.5	AC	\$4,666.50	\$25,665.75			5.50	\$25,665.75	0.00	\$0.00
2	SAWCUT ASPHALT	415	LF	\$2.47	\$1,025.05			0	\$0.00	415	\$1,025.05
3	REMOVE EXISTING CURB	120	LF	\$9.39	\$1,126.80			0	\$0.00	120	\$1,126.80
4	REMOVE EXISTING SIDEWALK	255	SF	\$3.61	\$920.55			0	\$0.00	255	\$920.55
5	MILL IN PLACE 6"	2,400	SY	\$3.19	\$7,656.00			0	\$0.00	2400	\$7,656.00
6	REMOVE EXISTING STORM SEWER	8	LF	\$13.09	\$104.72			0	\$0.00	8	\$104.72
7	REMOVE EXISTING FENCING	680	LF	\$4.51	\$3,066.80			680	\$3,066.80	0	\$0.00
8	REMOVE EXISTING PARKING BUMPERS	10	EA	\$52.32	\$523.20			0	\$0.00	10	\$523.20
D	BASIN/RAIN GARDEN										
1	STRIP TOPSOIL	1656	CY	\$1.74	\$2,881.44			1656	\$2,881.44	0	\$0.00
2	CUT/FILL/COMPACT	3255	CY	\$2.47	\$8,039.85			3255.0	\$8,039.85	0.0	\$0.00
3	CUT TO FILL AREA	1350	CY	\$7.10	\$9,585.00			1350	\$9,585.00	0	\$0.00
4	CUT/EXPORT	700	CY	\$19.55	\$13,685.00			700	\$13,685.00	0	\$0.00
5	CUT/FILL KEY TRENCH	90	CY	\$2.89	\$260.10			90	\$260.10	0	\$0.00
6	TEMP RISER EXTENSION	1	EA	\$1,096.50	\$1,096.50			1	\$1,096.50	0	\$0.00
7	TEMP SKIMMER	1	EA	\$854.25	\$854.25			1	\$854.25	0	\$0.00
8	EMERGENCY SPILLWAY	750	SF	\$0.64	\$480.00			0	\$0.00	750	\$480.00
9	ANCHOR TRENCH	54	LF	\$6.21	\$335.34	54	\$335.34	54	\$335.34	0	\$0.00
10	GRADE BASIN	4,330	SY	\$0.26	\$1,125.80	1,973	\$512.98	4330	\$1,125.80	0	\$0.00
11	RESPREAD TOPSOIL	810	CY	\$3.27	\$2,648.70	405	\$1,324.35	810	\$2,648.70	0	\$0.00
12	SEED AND MULCH (TEMP)	54,650	SF	\$0.08	\$4,372.00	7,261	\$580.88	34586	\$2,766.88	20064	\$1,605.12
13	BASIN CONVERSION	1	LS	\$45,135.00	\$45,135.00			0%	\$0.00	100%	\$45,135.00
14	RAKE SEED AND MULCH(PERM)	1	LS	\$10,000.00	\$10,000.00			0%	\$0.00	100%	\$10,000.00
15	FOREBAY SPILLWAY R-4	10	TN	\$48.00	\$480.00			0	\$0.00	10	\$480.00
16	FOREBAY BOTTOM SPEC	1	LS	\$2,500.00	\$2,500.00			0%	\$0.00	100%	\$2,500.00
17	RAIN GARDEN	1	LS	\$3,213.00	\$3,213.00			0%	\$0.00	100%	\$3,213.00

THE KNOLLS AT WHITEMARSH
S/LD #03-14

ITEM		ESCROW				CURRENT RELEASE		RELEASED TO DATE		ESCROW REMAINING	
No.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	QTY	COST	QTY	COST	QTY	COST
E	INITIAL EARTHWORK										
1	STRIP TOPSOIL	942	CY	\$1.91	\$1,799.22			942	\$1,799.22	0	\$0.00
2	CUT/FILL/COMPACT	104	CY	\$2.93	\$304.72			104	\$304.72	0	\$0.00
3	TEMP PARKING AREA	440	SY	\$6.89	\$3,031.60			440	\$3,031.60	0	\$0.00
4	RESPREAD TOPSOIL	260	CY	\$3.27	\$850.20			260	\$850.20	0	\$0.00
5	SEED AND STRAW MULCH	22,185	SY	\$0.08	\$1,774.80			22185	\$1,774.80	0	\$0.00
F	EARTHWORK										
1	STRIP TOPSOIL	1,511	CY	\$2.00	\$3,022.00	756	\$1,512.00	1511	\$3,022.00	0	\$0.00
2	CUT/FILL/COMPACT	1,520	CY	\$4.00	\$6,080.00	760	\$3,040.00	1520	\$6,080.00	0	\$0.00
3	CUT TO FILL AREA SPREAD AND COMPACT	328	CY	\$9.52	\$3,122.56	164	\$1,561.28	328	\$3,122.56	0	\$0.00
4	CUT/EXPORT	677	CY	\$19.68	\$13,323.36			677	\$13,323.36	0	\$0.00
5	EXPORT TRENCH SPOILS	1,460	CY	\$18.40	\$26,864.00	730	\$13,432.00	730	\$13,432.00	730	\$13,432.00
6	ELECTRIC TRENCHING	230	LF	\$18.79	\$4,321.70			0	\$0.00	230	\$4,321.70
7	GRADE SITE	5,085	SY	\$0.26	\$1,322.10	5,085	\$1,322.10	5085	\$1,322.10	0	\$0.00
8	GRADE PAD	4,160	SY	\$0.85	\$3,536.00	4,160	\$3,536.00	4160	\$3,536.00	0	\$0.00
9	RESPREAD TOPSOIL	1,136	CY	\$14.20	\$16,131.20			0	\$0.00	1136	\$16,131.20
10	SEED AND STRAW MULCH(TEMP)	45,755	SY	\$0.08	\$3,660.40			0	\$0.00	45755	\$3,660.40
11	SEED AND STRAW TOPSOIL STOCKPILE	14,480	CY	\$0.08	\$1,158.40	7,240	\$579.20	7240	\$579.20	7240	\$579.20
12	SWALE #1 SOIL MIX	1	LS	\$5,000	\$5,000.00			0%	\$0.00	100%	\$5,000.00
G	CONCRETE										
1	CONCRETE CURB	1,485	LF	\$19.04	\$28,274.40			0	\$0.00	1485	\$28,274.40
2	CONCRETE SIDEWALK	1,685	SF	\$8.93	\$15,047.05			0	\$0.00	1685	\$15,047.05
3	DETECTABLE WARNING SURFACES	21	LF	\$50.00	\$1,050.00			0	\$0.00	21	\$1,050.00
4	STAMPED CONCRETE CROSSWALKS	576	SF	\$16.19	\$9,325.44			0	\$0.00	576	\$9,325.44
5	TRASH ENCLOSURE	1	LS	\$7,403.50	\$7,403.50			0%	\$0.00	100%	\$7,403.50
H	STORM SEWER										
1	SAWCUT STORM	20	LF	\$4.89	\$97.80			20	\$97.80	0	\$0.00
2	LOCATE EXISTING UTILITIES	4	EA	\$204.00	\$816.00			2	\$408.00	2	\$408.00
3	24" ORING RCP	48	LF	\$70.00	\$3,360.00			0	\$0.00	48	\$3,360.00
4	18" HDPE	358	LF	\$33.49	\$11,989.42	238	\$7,970.62	358	\$11,989.42	0	\$0.00
5	24" HDPE	729	LF	\$40.93	\$29,837.97	449	\$18,377.57	729	\$29,837.97	0	\$0.00
6	TWIN 24" HDPE	154	LF	\$82.37	\$12,684.98	100	\$8,237.00	100	\$8,237.00	54	\$4,447.98
7	TYPE M INLET	5	EA	\$2,145.40	\$10,727.00	3	\$6,436.20	5	\$10,727.00	0	\$0.00
8	MODIFIED TYPE M INLET	4	EA	\$2,620.55	\$10,482.20	2	\$5,241.10	4	\$10,482.20	0	\$0.00
9	6' TYPE M INLET	2	EA	\$3,268.25	\$6,536.50	2	\$6,536.50	2	\$6,536.50	0	\$0.00
10	DOUBLE TYPE M INLET	1	EA	\$3,947.40	\$3,947.40			1	\$3,947.40	0	\$0.00
11	STORM MANHOLE	1	EA	\$2,253.35	\$2,253.35	1	\$2,253.35	1	\$2,253.35	0	\$0.00
12	DW ENDWALL 24"	2	EA	\$1,101.60	\$2,203.20	2	\$2,203.20	2	\$2,203.20	0	\$0.00
13	DW ENDWALL 24" MODIFIED	1	EA	\$3,695.80	\$3,695.80	1	\$3,695.80	1	\$3,695.80	0	\$0.00
14	OUTLET STRUCTURE	1	EA	\$2,652.00	\$2,652.00	1	\$2,652.00	1	\$2,652.00	0	\$0.00
15	ANTI SEEP COLLARS	1	EA	\$828.75	\$828.75			0	\$0.00	1	\$828.75
16	R4 RIP RAP	2	EA	\$1,054.00	\$2,108.00			0	\$0.00	2	\$2,108.00
17	TEMP PAVE RESTORATION	5	SY	\$42.71	\$213.55			0	\$0.00	5	\$213.55
18	PERM PAVE RESTORATION	7	SY	\$96.60	\$676.20			0	\$0.00	7	\$676.20
19	8" ROOF DRAIN CONNECTION	128	LF	\$20.00	\$2,560.00			0	\$0.00	128	\$2,560.00

THE KNOLLS AT WHITEMARSH
S/LD #03-14

ITEM		ESCROW				CURRENT RELEASE		RELEASED TO DATE		ESCROW REMAINING	
No.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	QTY	COST	QTY	COST	QTY	COST
I	PAVING										
1	FINE GRADE AND COMPACT	4,720	SY	\$1.06	\$5,003.20			0	\$0.00	4720	\$5,003.20
2	STONE BASE 2A	4,720	SY	\$6.33	\$29,877.60			0	\$0.00	4720	\$29,877.60
3	4" BCBC BASE	4,750	SY	\$15.90	\$75,525.00			0	\$0.00	4750	\$75,525.00
4	SWEEP AND TACK	4,720	SY	\$0.72	\$3,398.40			0	\$0.00	4720	\$3,398.40
5	1.5" WEARING	4,720	SY	\$6.97	\$32,898.40			0	\$0.00	4720	\$32,898.40
6	CURB SEAL	1,485	LF	\$0.38	\$564.30			0	\$0.00	1485	\$564.30
J	SIGNS LIGHTING STRIPING										
1	SIGNAGE	1	LS	\$2,023.00	\$2,023.00			0%	\$0.00	100%	\$2,023.00
2	PARKING BUMPERS	4	EA	\$68.00	\$272.00			0	\$0.00	4	\$272.00
3	LINE PAINTING	1	LS	\$1,883.60	\$1,883.60			0%	\$0.00	100%	\$1,883.60
4	SITE LIGHTING	1	LS	\$61,705.75	\$61,705.75			0%	\$0.00	100%	\$61,705.75
K	BITUMINOUS WALKWAY										
1	CART PATH/WALKWAY	495	SY	\$53.34	\$26,403.30			0	\$0.00	495	\$26,403.30
L	LANDSCAPING										
1	AUTUMN FLAME RED MAPLE (STREET)	3	EA	\$335.00	\$1,005.00			0	\$0.00	3	\$1,005.00
2	SUGAR MAPLE (STREET)	2	EA	\$335.00	\$670.00			0	\$0.00	2	\$670.00
3	AUTUMN FLAME RED MAPLE (PARK LOT)	6	EA	\$335.00	\$2,010.00			0	\$0.00	6	\$2,010.00
4	SUGAR MAPLE (PARK LOT)	6	EA	\$335.00	\$2,010.00			0	\$0.00	6	\$2,010.00
5	BLOODGOOD LON. PLANETREE (PARK LOT)	10	EA	\$335.00	\$3,350.00			0	\$0.00	10	\$3,350.00
6	AUTUMN FLAME RED MAPLE (PARK LOT)	8	EA	\$335.00	\$2,680.00			0	\$0.00	8	\$2,680.00
7	WHITE FIR (BUFFER EVERGREEN)	5	EA	\$155.00	\$775.00			0	\$0.00	5	\$775.00
8	NORWAY SPRUCE (BUFFER EVERGREEN)	9	EA	\$155.00	\$1,395.00			0	\$0.00	9	\$1,395.00
9	SERBIAN SPRUCE (BUFFER EVERGREEN)	6	EA	\$155.00	\$930.00			0	\$0.00	6	\$930.00
10	COLORADO SPRUCE (BUFFER EVERGREEN)	5	EA	\$155.00	\$775.00			0	\$0.00	5	\$775.00
11	DOUGLAS FIR (BUFFER EVERGREEN)	9	EA	\$155.00	\$1,395.00			0	\$0.00	9	\$1,395.00
12	GREEN GIANT ARBORVIATE (BUFFER EVERGREEN)	5	EA	\$46.00	\$230.00			0	\$0.00	5	\$230.00
13	BUFFER EVERGREEN TREE	73	EA	\$46.00	\$3,358.00			0	\$0.00	73	\$3,358.00
14	RED MAPLE (IND. LOT)	2	EA	\$335.00	\$670.00			0	\$0.00	2	\$670.00
15	SUGAR MAPLE (IND. LOT)	6	EA	\$335.00	\$2,010.00			0	\$0.00	6	\$2,010.00
16	INDIVIDUAL LOT DECIDUOUS SHRUB	16	EA	\$46.00	\$736.00			0	\$0.00	16	\$736.00
17	WHITE FIR (IND. LOT)	4	EA	\$155.00	\$620.00			0	\$0.00	4	\$620.00
18	SERBIAN SPRUCE (IND. LOT)	4	EA	\$155.00	\$620.00			0	\$0.00	4	\$620.00
19	INDIVIDUAL LOT EVERGREEN SHRUB	16	EA	\$46.00	\$736.00			0	\$0.00	16	\$736.00
20	BASIN SHRUB	18	EA	\$46.00	\$828.00			0	\$0.00	18	\$828.00
21	ORNAMENTAL GRASS	9	EA	\$30.00	\$270.00			0	\$0.00	9	\$270.00
22	SUGAR MAPLE (REPLACE SHADE)	25	EA	\$335.00	\$8,375.00			0	\$0.00	25	\$8,375.00
23	COLUMNAR SUGAR MAPLE (REPLACE SHADE)	10	EA	\$335.00	\$3,350.00			0	\$0.00	10	\$3,350.00
24	RED MAPLE (REPLACE SHADE)	20	EA	\$335.00	\$6,700.00			0	\$0.00	20	\$6,700.00
25	COLUMNAR RED MAPLE (REPLACE SHADE)	17	EA	\$335.00	\$5,695.00			0	\$0.00	17	\$5,695.00
26	BLOODGOOD LONDON PLANETREE	30	EA	\$335.00	\$10,050.00			0	\$0.00	30	\$10,050.00
27	WILLOW OAK (REPLACE SHADE)	11	EA	\$335.00	\$3,685.00			0	\$0.00	11	\$3,685.00
28	COMMON BLACKCYPRESS (REPLACE SHADE)	9	EA	\$335.00	\$3,015.00			0	\$0.00	9	\$3,015.00
29	SHADBLOW SERVICEBERRY (REPLACE FLOW)	13	EA	\$160.00	\$2,080.00			0	\$0.00	13	\$2,080.00
30	RIVER BIRCH (REPLACE FLOW)	13	EA	\$160.00	\$2,080.00			0	\$0.00	13	\$2,080.00

THE KNOLLS AT WHITEMARSH
S/LD #03-14

ITEM		ESCROW				CURRENT RELEASE		RELEASED TO DATE		ESCROW REMAINING	
No.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	QTY	COST	QTY	COST	QTY	COST
31	KOUSA DOGWOOD (REPLACE FLOW)	10	EA	\$160.00	\$1,600.00			0	\$0.00	10	\$1,600.00
32	SOURWOOD (REPLACE FLOW)	6	EA	\$160.00	\$960.00			0	\$0.00	6	\$960.00
33	NORWAY SPRUCE (REPLACE EVERGREN)	18	EA	\$335.00	\$6,030.00			0	\$0.00	18	\$6,030.00
34	WHITE PINE (REPLACE EVERGREN)	22	EA	\$335.00	\$7,370.00			0	\$0.00	22	\$7,370.00
35	GIANT GREEN ARBORVIATE	11	EA	\$335.00	\$3,685.00			0	\$0.00	11	\$3,685.00
36	REPLACEMENT SHRUBS	822	EA	\$46.00	\$37,812.00			0	\$0.00	822	\$37,812.00
37	GROUNDCOVER	2,760	EA	\$0.50	\$1,380.00			0	\$0.00	2760	\$1,380.00
38	PLUGS	2,760	EA	\$0.50	\$1,380.00			0	\$0.00	2760	\$1,380.00
M	MISCELLANEOUS										
1	POST AND RAIL FENCE	850	LF	\$25.00	\$21,250.00			0	\$0.00	850	\$21,250.00
	SUBTOTAL				\$879,853.82		\$96,294.77		\$252,452.26		\$627,401.56
	10% CONTINGENCY				\$87,985.38	0%	\$0.00	0%	\$0.00	100%	\$87,985.38
	SUBTOTAL				\$967,839.20		\$96,294.77		\$252,452.26		\$715,386.94
	RETAINAGE						\$0.00		\$8,966.20		\$8,966.20
	RELEASE OF RETAINAGE						\$0.00		\$8,966.20		-\$8,966.20
	AMOUNT OF RELEASE						\$96,294.77		\$252,452.26		\$715,386.94



Ms. Krista Heinrich, PE
Township Engineer-Whitemarsh Township
616 Germantown Pike
Lafayette Hill Pa 19444

March 10, 2020

RE: Knolls at Whitemarsh-Construction Escrow Release #4

Dear Ms. Heinrich,

Please find Construction Escrow Release #4 for the Knolls at Whitemarsh.

Stake Out & As Built

Construction Stakeout 4,500.00

Erosion & Sediment Controls

18" Silt Fence 455.30

Basin/Rain Garden

Anchor Trench 335.34

Grade Basin 512.98

Respread Topsoil 1,324.35

Seed & Mulch-Temp 580.90

Earthwork

Strip Topsoil 1,512.00

Cut/Fill/compact 3,040.00

Cut to fill area spread & compact 1,561.28

Export trench spoils-50% 13,432.00

Grade site 1,322.10

Grade Pad 3,536.00

Seed & straw topsoil stockpile 579.20

Storm Sewer

18" HDPE - 140' 7,970.62

24" HDPE - 497' 18,377.57

Twin 24" HDPE - 100' 8,237.00

Type M Inlet 6,436.20

Modified Type M Inlet 5,241.10

6' Type M Inlet 6,536.50

Storm Manhole 2,253.35

DW Endwall 24" 2,203.20

DW 24" Modified 3,695.80

Outlet structure 2,652.00



Total Construction Escrow Draw Request \$ 96,294.79

Thank you,

Marc Salamone
Marc Salamone Homes
www.marcsalamonehomes.com

WHITEMARSH TOWNSHIP

**REPORT OF EXPENDITURES AND PAYROLL
MONTH OF MAY 2020**

IN ACCORDANCE WITH ARTICLE 605 OF THE HOME RULE CHARTER OF
WHITEMARSH TOWNSHIP

FROM TOWNSHIP CASH:

TOTAL EXPENDITURES AS **CHECKS** PER ATTACHED REPORTS
\$1,500,828.60

TOTAL EXPENDITURES BY **P-CARD** PER ATTACHED REPORTS
\$103,477.45

GRAND TOTAL EXPENDITURES \$1,604,305.05

TOTAL PAYROLLS **\$ 899,586.96 (3 PAYS)**

FROM PENSION FUND:

PFM \$8,872.94

MEETING DATE: JUNE 11, 2020

APPROVED SUBJECT TO ANNUAL AUDIT:

LAURA BOYLE NESTER, CHAIR

FRAN MC CUSKER, VICE CHAIR

MICHAEL DROSSNER

VINCENT MANUELE

JACY TOLL

06/02/2020 10:20
gwen

Whitemarsh Township
AP CHECK RECONCILIATION REGISTER

P 1
apchkrcc

FOR CASH ACCOUNT: 00 100000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
20709	05/01/2020	PRINTED	005954 AETNA	9,246.12			
20710	05/01/2020	PRINTED	008610 AMERICAN COMMUNITY JOURNA	250.00			
20711	05/01/2020	PRINTED	005491 AQUA PA	73.80			
20712	05/01/2020	PRINTED	007620 ASHLYN BRADY	1,010.00			
20713	05/01/2020	PRINTED	005675 ENTERPRISE NEWSPAPERS	324.00			
20714	05/01/2020	PRINTED	008416 GREAT AMERICA FINANCIAL S	1,820.06			
20715	05/01/2020	PRINTED	007631 HARTFORD - PRIORITY ACCOU	1,047.90			
20716	05/01/2020	PRINTED	007631 HARTFORD - PRIORITY ACCOU	3,124.75			
20717	05/01/2020	PRINTED	006843 INTERNATIONAL ASSOCIATION	90.00			
20718	05/01/2020	PRINTED	005801 J C ERLICH CO INC	175.00			
20719	05/01/2020	PRINTED	006639 J P MASCARO & SONS/TRASH	177,645.00			
20720	05/01/2020	PRINTED	008274 JENNIFER A. COLLINS RMR	905.75			
20721	05/01/2020	PRINTED	001525 JETPAY PAYROLL SERVICES	398.75			
20722	05/01/2020	PRINTED	004505 JON WALKER	200.00			
20723	05/01/2020	PRINTED	008609 JERRY KLETT	108.00			
20724	05/01/2020	PRINTED	000856 PECO ENERGY COMPANY	6.00			
20725	05/01/2020	PRINTED	008611 PENN STATE EXTENSION	50.00			
20726	05/01/2020	PRINTED	007306 PETROLEUM TRADERS CORPORA	1,927.38			
20727	05/01/2020	PRINTED	000851 PETTY CASH	173.51			
20728	05/01/2020	PRINTED	007887 READY REFRESH BY NESTLE	65.39			
20729	05/01/2020	PRINTED	005350 SIGNAL SERVICE, INC.	1,619.60			
20730	05/01/2020	PRINTED	008580 VERIZON	138.94			
20731	05/01/2020	PRINTED	006056 WESCO DISTRIBUTION INC	324.89			
20732	05/05/2020	PRINTED	008582 GILMORE & ASSOCIATES INC.	52,686.35			
20733	05/05/2020	PRINTED	007620 ASHLYN BRADY	1,250.00			
20734	05/08/2020	PRINTED	005491 AQUA PA	1,570.71			
20735	05/08/2020	PRINTED	000102 H. A. BERKHEIMER, INC.	3,063.39			
20736	05/08/2020	PRINTED	008123 CNS CLEANING CO., INC	69.28			
20737	05/08/2020	PRINTED	004034 DELAWARE VALLEY HEALTH IN	157,003.19			
20738	05/08/2020	PRINTED	004891 FUREY & BALDASSARI, P.C.	5,485.00			
20739	05/08/2020	PRINTED	008582 GILMORE & ASSOCIATES INC.	35,792.35			
20740	05/08/2020	PRINTED	002986 KIMBERLY SCHULER-BROCK	200.00			
20741	05/08/2020	PRINTED	007786 THE LAW OFFICE SEAN KILKE	19,554.50			
20742	05/08/2020	PRINTED	005094 PENNSYLVANIA AMERICAN WAT	15.95			
20743	05/08/2020	PRINTED	000856 PECO ENERGY COMPANY	288.20			
20744	05/08/2020	PRINTED	007306 PETROLEUM TRADERS CORPORA	1,625.80			
20745	05/08/2020	PRINTED	008029 ROBERT BROWN	331.52			
20746	05/08/2020	PRINTED	004981 TRAIR, LLC	5,690.55			
20747	05/08/2020	PRINTED	008580 VERIZON	8.92			
20748	05/08/2020	PRINTED	006218 XTREME SIGNS & DESIGN, LL	342.00			
20749	05/12/2020	PRINTED	005468 VANTAGEPOINT TRANSFER AGE	6,673.76			
20750	05/15/2020	PRINTED	007620 ASHLYN BRADY	1,250.00			
20751	05/15/2020	PRINTED	007123 CBIZ MODEL CONSULTING	88.00			
20752	05/15/2020	PRINTED	008470 GAILEY MURRAY, LLP	3,500.00			
20753	05/15/2020	PRINTED	008369 GATE QUEST	6,197.00			
20754	05/15/2020	PRINTED	008291 GREAT VALLEY RECYCLING	20,173.29			
20755	05/15/2020	PRINTED	007199 HEINRICH & KLEIN ASSOCIAT	440.00			
20756	05/15/2020	PRINTED	000495 HIGHWAY MATERIALS, INC.	502.87			
20757	05/15/2020	PRINTED	008623 HIGHWAY MATERIALS, INC. C	632,147.35			
20758	05/15/2020	PRINTED	005612 JESSE R STEMPLER JR	1,851.00			
20759	05/15/2020	PRINTED	001525 JETPAY PAYROLL SERVICES	619.43			
20760	05/15/2020	PRINTED	006295 JOHN HARTMAN	2,772.00			

06/02/2020 10:20
gwen

Whitemarsh Township
AP CHECK RECONCILIATION REGISTER

P 2
apchkrcn

FOR CASH ACCOUNT: 00 100000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
20761	05/15/2020	PRINTED	006118 KIRK LEVONIAN	88.00			
20762	05/15/2020	PRINTED	004695 MASCANTONIO PLUMBING	136.21			
20763	05/15/2020	PRINTED	006629 NETCARRIER TELECOM, INC.	1,116.97			
20764	05/15/2020	PRINTED	004429 PENNSYLVAINA STATE POLICE	5,100.00			
20765	05/15/2020	PRINTED	000856 PECO ENERGY COMPANY	620.84			
20766	05/15/2020	PRINTED	007887 READY REFRESH BY NESTLE	158.23			
20767	05/15/2020	PRINTED	003066 RICHARD STEMPLE, JR	125.00			
20768	05/15/2020	PRINTED	008187 ROCKWELL ASSOCIATES	790.00			
20769	05/15/2020	PRINTED	005350 SIGNAL SERVICE, INC.	26,163.40			
20770	05/15/2020	PRINTED	007651 T D BANK	57,692.25			
20771	05/15/2020	PRINTED	004123 WHITEMARSH COMMUNITY AMBU	100,000.00			
20772	05/16/2020	PRINTED	007889 JUMP JIVE & JAM	50.00			
20773	05/16/2020	PRINTED	008482 MOORE BROTHERS	100.00			
20774	05/16/2020	PRINTED	009999 ALAN & MEREDITH WERTHER	3,903.88			
20775	05/16/2020	PRINTED	009999 CORELOGIC	45,779.90			
20776	05/16/2020	PRINTED	009999 DANIEL C SCHWARTZ	806.41			
20777	05/16/2020	PRINTED	009999 JUDD ASSOCIATES LP	97.00			
20778	05/16/2020	PRINTED	009999 LERETA LLC	4,126.12			
20779	05/16/2020	PRINTED	009999 SHAUN M MCCLAUGHLIN	1,340.93			
20780	05/16/2020	PRINTED	009999 WELLS FARGO BANK	9,917.20			
20781	05/16/2020	PRINTED	009999 ZACHARY A SNAVELY & KATHL	893.97			
20782	05/21/2020	PRINTED	007620 ASHLYN BRADY	1,140.00			
20783	05/21/2020	PRINTED	008123 CNS CLEANING CO., INC	300.00			
20784	05/21/2020	PRINTED	005675 ENTERPRISE NEWSPAPERS	324.00			
20785	05/21/2020	PRINTED	000856 PECO ENERGY COMPANY	34.88			
20786	05/21/2020	PRINTED	009999 VIJAY & LEENA SAMANT	2,330.00			
20787	05/21/2020	PRINTED	008029 ROBERT BROWN	451.50			
20788	05/21/2020	PRINTED	003060 SHEARON ENVIRONMENTAL DES	2,525.00			
20789	05/21/2020	PRINTED	007268 THOMSON REUTERS	401.32			
20790	05/21/2020	PRINTED	007856 TREASURE SIGN	6,975.00			
20791	05/21/2020	PRINTED	000093 VERIZON	255.34			
20792	05/26/2020	PRINTED	008055 E-COLLECT	19,137.40			
20793	05/29/2020	PRINTED	005649 C & C TECHNOLOGIES	5,319.20			
20794	05/29/2020	PRINTED	006585 C & D DRIVEWAY PAVING & S	2,500.00			
20795	05/29/2020	PRINTED	008628 CAPTUREPOINT	5,225.00			
20796	05/29/2020	PRINTED	008123 CNS CLEANING CO., INC	2,260.00			
20797	05/29/2020	PRINTED	001228 DAVIDHEISER`S INC.	2,082.00			
20798	05/29/2020	PRINTED	008416 GREAT AMERICA FINANCIAL S	1,820.06			
20799	05/29/2020	PRINTED	001525 JETPAY PAYROLL SERVICES	310.50			
20800	05/29/2020	PRINTED	007858 KENNETH SOUDER	675.00			
20801	05/29/2020	PRINTED	007889 JUMP JIVE & JAM	50.00			
20802	05/29/2020	PRINTED	007619 MJS CUSTOM PAINTING	6,945.00			
20803	05/29/2020	PRINTED	006407 RYAN GALLAGHER	154.99			
20804	05/29/2020	PRINTED	005468 VANTAGEPOINT TRANSFER AGE	6,627.44			
20805	05/29/2020	PRINTED	008629 YAHNER FLOORING	2,689.00			
62340	05/14/2020	PRINTED	008549 ADVANCED DOOR SERVICE	369.83			
62341	05/14/2020	PRINTED	007031 EXECUTIVE CLEANING SERVIC	1,250.00			
62342	05/14/2020	PRINTED	001496 OLIVER SPRINKLER CO, INC.	30.00			
62343	05/14/2020	PRINTED	005874 RUDOLPH CLARKE, LLC	45.00			
62344	05/14/2020	PRINTED	007072 THYSSENKRUPP ELEVATOR COR	537.26			
62345	05/14/2020	PRINTED	006730 TRAVELERS	328.49			
62346	05/28/2020	PRINTED	005196 BUSINESS CARD	202.64			

06/02/2020 10:20
gwen

Whitemarsh Township
AP CHECK RECONCILIATION REGISTER

P 3
apchkrcn

FOR CASH ACCOUNT: 00 100000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
62347	05/28/2020	PRINTED	004246 LERNER PUBLISHING GROUP	1,907.09			
62348	05/28/2020	PRINTED	005125 LINDA POLAND	41.37			
62349	05/28/2020	PRINTED	002740 OFFICE BASICS, INC	195.00			
62350	05/28/2020	PRINTED	008038 OVERDRIVE INC	460.48			
62351	05/28/2020	PRINTED	007607 PILEGGI CLEANING	2,726.12			
62352	05/28/2020	PRINTED	005874 RUDOLPH CLARKE, LLC	345.00			
62353	05/28/2020	PRINTED	007099 SUSAN C. MICHELS	478.25			
62354	05/28/2020	PRINTED	004420 SYNCHRONY BANK/AMAZON	455.88			
112 CHECKS				CASH ACCOUNT TOTAL	1,500,828.60		.00

Transaction Search - Company

BMO, Statement Period 04/28/2020 to 05/27/2020

Mapped Cards

Dept Administration

Posting Date	Tran Date	Account	Supplier	Amount
5/6/2020	5/5/2020	XXXX-XXXX-XXXX-0644	Amzn Mktp US Ts1h38c53	\$ 36.99
5/8/2020	5/7/2020	XXXX-XXXX-XXXX-0644	Amzn Mktp US Zb0ih8523	\$ 658.96
4/28/2020	4/27/2020	XXXX-XXXX-XXXX-0644	Can Canonfinancial Cfs	\$ 1,288.64
5/19/2020	5/18/2020	XXXX-XXXX-XXXX-0644	Can Canonfinancial Cfs	\$ 793.00
5/4/2020	5/1/2020	XXXX-XXXX-XXXX-0644	Geiger - Moto Ipt	\$ 399.00
4/30/2020	4/28/2020	XXXX-XXXX-XXXX-0644	Micro Center Saint Dav	\$ 1,903.36
5/11/2020	5/8/2020	XXXX-XXXX-XXXX-0644	Microsoft Store	\$ 104.94
5/15/2020	5/13/2020	XXXX-XXXX-XXXX-0644	Montgomery Prothonotar	\$ 35.50
4/30/2020	4/29/2020	XXXX-XXXX-XXXX-0644	Nfpa Natl Fire Protect	\$ 140.45
5/20/2020	5/19/2020	XXXX-XXXX-XXXX-0644	Psats	\$ 69.00
5/15/2020	5/13/2020	XXXX-XXXX-XXXX-0644	Vps Montgomery Prothy	\$ 1.07
			Debit Total USD	\$ 5,430.91
			Credit Total USD	\$ -
			Total USD	\$ 5,430.91

Ward Christopher P

Posting Date	Tran Date	Account	Supplier	Amount
5/8/2020	5/7/2020	XXXX-XXXX-XXXX-2561	Paypal Ntoa	\$ 450.00
5/13/2020	5/12/2020	XXXX-XXXX-XXXX-2561	Tuffs Products Bran	\$ 69.50
			Debit Total USD	\$ 519.50
			Credit Total USD	\$ -
			Total USD	\$ 519.50

Dept Finance

Posting Date	Tran Date	Account	Supplier	Amount
5/6/2020	5/5/2020	XXXX-XXXX-XXXX-4406	21cm Pa Newspapers Adv	\$ 194.01
4/29/2020	4/28/2020	XXXX-XXXX-XXXX-4406	Adobe Creative Cloud	\$ 3,754.68
5/14/2020	5/14/2020	XXXX-XXXX-XXXX-4406	Amzn Mktp US Mc02n7750	\$ 353.60
5/6/2020	5/5/2020	XXXX-XXXX-XXXX-4406	Associated Imaging	\$ 52.44
5/6/2020	5/5/2020	XXXX-XXXX-XXXX-4406	Clemens Uniform	\$ 98.70
5/4/2020	5/3/2020	XXXX-XXXX-XXXX-4406	Comcast	\$ 154.46

5/4/2020	5/3/2020	XXXX-XXXX-XXXX-4406	Comcast	\$	219.91
5/11/2020	5/9/2020	XXXX-XXXX-XXXX-4406	Comcast	\$	96.67
5/11/2020	5/9/2020	XXXX-XXXX-XXXX-4406	Comcast	\$	154.46
5/18/2020	5/17/2020	XXXX-XXXX-XXXX-4406	Comcast	\$	143.35
5/18/2020	5/17/2020	XXXX-XXXX-XXXX-4406	Comcast	\$	190.33
5/6/2020	5/5/2020	XXXX-XXXX-XXXX-4406	Contract Cleaners Su	\$	161.67
5/19/2020	5/18/2020	XXXX-XXXX-XXXX-4406	Gilmoreasso	\$	36,001.63
5/20/2020	5/19/2020	XXXX-XXXX-XXXX-4406	Gilmoreasso	\$	323.89
5/7/2020	5/6/2020	XXXX-XXXX-XXXX-4406	Green Guard First Aid	\$	133.70
5/21/2020	5/20/2020	XXXX-XXXX-XXXX-4406	Green Guard First Aid	\$	111.77
5/6/2020	5/5/2020	XXXX-XXXX-XXXX-4406	Holods True Value	\$	39.02
4/28/2020	4/27/2020	XXXX-XXXX-XXXX-4406	Mack Services Group	\$	214.39
5/5/2020	5/4/2020	XXXX-XXXX-XXXX-4406	Mack Services Group	\$	29.76
5/20/2020	5/19/2020	XXXX-XXXX-XXXX-4406	Mack Services Group	\$	135.05
5/7/2020	5/5/2020	XXXX-XXXX-XXXX-4406	Moyer & Son Inc	\$	3,839.00
5/13/2020	5/12/2020	XXXX-XXXX-XXXX-4406	Office Basics Inc	\$	73.96
5/14/2020	5/13/2020	XXXX-XXXX-XXXX-4406	Office Basics Inc	\$	885.50
5/21/2020	5/20/2020	XXXX-XXXX-XXXX-4406	Peco Commercial Pmt	\$	3,925.83
5/21/2020	5/20/2020	XXXX-XXXX-XXXX-4406	Peco Commercial Pmt	\$	4,259.53
5/22/2020	5/21/2020	XXXX-XXXX-XXXX-4406	Schank Printing	\$	815.00
5/4/2020	5/3/2020	XXXX-XXXX-XXXX-4406	Ups 0000rr1568	\$	26.76
5/11/2020	5/10/2020	XXXX-XXXX-XXXX-4406	Ups 0000rr1568	\$	13.23
5/18/2020	5/17/2020	XXXX-XXXX-XXXX-4406	Ups 0000rr1568	\$	18.46
5/25/2020	5/24/2020	XXXX-XXXX-XXXX-4406	Ups 0000rr1568	\$	24.62
5/15/2020	5/14/2020	XXXX-XXXX-XXXX-4406	Verizon Recurring Pay	\$	120.58
5/12/2020	5/12/2020	XXXX-XXXX-XXXX-4406	Vzwrlls Apocc Visb	\$	560.16
5/12/2020	5/12/2020	XXXX-XXXX-XXXX-4406	Vzwrlls Apocc Visb	\$	3,303.13
5/14/2020	5/12/2020	XXXX-XXXX-XXXX-4406	Wb Mason	\$	17.36
5/14/2020	5/12/2020	XXXX-XXXX-XXXX-4406	Wb Mason	\$	93.98
5/21/2020	5/19/2020	XXXX-XXXX-XXXX-4406	Wb Mason	\$	287.76
5/21/2020	5/19/2020	XXXX-XXXX-XXXX-4406	Wb Mason	\$	12,610.44
5/7/2020	5/6/2020	XXXX-XXXX-XXXX-4406	Xerox Corporation/Rbo	\$	38.96
5/14/2020	5/13/2020	XXXX-XXXX-XXXX-4406	Xerox Corporation/Rbo	\$	185.66
4/30/2020	4/29/2020	XXXX-XXXX-XXXX-4406	Zoom.Us 888-799-9666	\$	33.92
5/25/2020	5/23/2020	XXXX-XXXX-XXXX-4406	Zoom.Us 888-799-9666	\$	243.69
			Debit Total USD	\$	73,941.02
			Credit Total USD	\$	-
			Total USD	\$	73,941.02

Keenan Greg S .

Posting Date	Tran Date	Account	Supplier	Amount
5/4/2020	5/3/2020	XXXX-XXXX-XXXX-8669	Amazon.Com Lx9668j33	\$ 410.00
5/7/2020	5/6/2020	XXXX-XXXX-XXXX-8669	Amzn Mktp US Dy0q06rp3	\$ 35.90

5/1/2020	4/30/2020	XXXX-XXXX-XXXX-8669	Bjs Wholesale #0092	\$	14.99
5/1/2020	4/30/2020	XXXX-XXXX-XXXX-8669	Bjs Wholesale #0092	\$	15.89
5/13/2020	5/12/2020	XXXX-XXXX-XXXX-8669	Bjs Wholesale #0092	\$	10.59
5/13/2020	5/12/2020	XXXX-XXXX-XXXX-8669	Bjs Wholesale #0092	\$	14.83
5/4/2020	5/4/2020	XXXX-XXXX-XXXX-8669	Chewy.Com	\$	105.08
5/22/2020	5/22/2020	XXXX-XXXX-XXXX-8669	Chewy.Com	\$	110.38
4/28/2020	4/27/2020	XXXX-XXXX-XXXX-8669	Contract Cleaners Su	\$	546.22
5/6/2020	5/5/2020	XXXX-XXXX-XXXX-8669	Contract Cleaners Su	\$	220.14
5/15/2020	5/14/2020	XXXX-XXXX-XXXX-8669	Geiger - Moto Ipt	\$	1,880.52
5/15/2020	5/14/2020	XXXX-XXXX-XXXX-8669	In Bio Blasting Llc	\$	498.75
4/28/2020	4/27/2020	XXXX-XXXX-XXXX-8669	Newegg Inc	\$	207.45
5/15/2020	5/14/2020	XXXX-XXXX-XXXX-8669	Occam Video Solutions	\$	145.00
5/15/2020	5/14/2020	XXXX-XXXX-XXXX-8669	Occam Video Solutions	\$	145.00
5/1/2020	4/30/2020	XXXX-XXXX-XXXX-8669	Sa Company	\$	230.02
4/28/2020	4/27/2020	XXXX-XXXX-XXXX-8669	Target 00012690	\$	55.43
5/22/2020	5/22/2020	XXXX-XXXX-XXXX-8669	Uline Ship Supplies	\$	282.28
			Debit Total USD	\$	4,928.47
			Credit Total USD	\$	-
			Total USD	\$	4,928.47

FIELDS JOHN

Posting Date	Tran Date	Account	Supplier	Amount
5/18/2020	5/15/2020	XXXX-XXXX-XXXX-3443	Bjs Wholesale #0092	\$ 45.55
5/18/2020	5/15/2020	XXXX-XXXX-XXXX-3443	Queensboro Industries	\$ 126.95
4/28/2020	4/27/2020	XXXX-XXXX-XXXX-3443	Sp Batting Cages Inc	\$ 389.00
5/4/2020	5/1/2020	XXXX-XXXX-XXXX-3443	Trafficsafetystore.Com	\$ 529.40
			Debit Total USD	\$ 1,090.90
			Credit Total USD	\$ -
			Total USD	\$ 1,090.90

Walker Jon

Posting Date	Tran Date	Account	Supplier	Amount
4/28/2020	4/27/2020	XXXX-XXXX-XXXX-3272	Adobe Acrobat Pro	\$ 14.99
4/30/2020	4/29/2020	XXXX-XXXX-XXXX-3272	Ds Services Standard C	\$ 37.17
5/7/2020	5/6/2020	XXXX-XXXX-XXXX-3272	Eig Constantcontact.Co	\$ 125.00
5/19/2020	5/18/2020	XXXX-XXXX-XXXX-3272	Flaghouse Inc	\$ 1,397.76
5/13/2020	5/12/2020	XXXX-XXXX-XXXX-3272	Identogo - Pa Fingerpr	\$ 24.85
5/13/2020	5/12/2020	XXXX-XXXX-XXXX-3272	Identogo - Pa Fingerpr	\$ 24.85
5/13/2020	5/12/2020	XXXX-XXXX-XXXX-3272	Identogo - Pa Fingerpr	\$ 24.85
5/13/2020	5/12/2020	XXXX-XXXX-XXXX-3272	Identogo - Pa Fingerpr	\$ 24.85
5/22/2020	5/21/2020	XXXX-XXXX-XXXX-3272	Identogo - Pa Fingerpr	\$ 24.85
5/22/2020	5/21/2020	XXXX-XXXX-XXXX-3272	Identogo - Pa Fingerpr	\$ 24.85

5/27/2020	5/26/2020	XXXX-XXXX-XXXX-3272	Identogo - Pa Fingerpr	\$	24.85
5/21/2020	5/20/2020	XXXX-XXXX-XXXX-3272	Netflix.Com	\$	9.53
5/19/2020	5/18/2020	XXXX-XXXX-XXXX-3272	Office Depot #5910	\$	53.59
5/6/2020	5/5/2020	XXXX-XXXX-XXXX-3272	Pa Child Abuse Cert	\$	13.00
5/11/2020	5/8/2020	XXXX-XXXX-XXXX-3272	Paypal Afelber	\$	100.00
5/11/2020	5/9/2020	XXXX-XXXX-XXXX-3272	Paypal Afelber	\$	100.00
5/18/2020	5/15/2020	XXXX-XXXX-XXXX-3272	Paypal Afelber	\$	100.00
5/1/2020	4/30/2020	XXXX-XXXX-XXXX-3272	Staples Direct	\$	196.01
5/5/2020	5/4/2020	XXXX-XXXX-XXXX-3272	Zoom.Us	\$	15.89
5/11/2020	5/8/2020	XXXX-XXXX-XXXX-3272	Zoom.Us	\$	15.89
5/19/2020	5/18/2020	XXXX-XXXX-XXXX-3272	Zoom.Us	\$	15.89
			Debit Total USD	\$	2,368.67
			Credit Total USD	\$	-
			Total USD	\$	2,368.67

Dept Police

Posting Date	Tran Date	Account	Supplier	Amount
4/29/2020	4/27/2020	XXXX-XXXX-XXXX-4950	Wb Mason	\$ 218.98
5/4/2020	5/3/2020	XXXX-XXXX-XXXX-4950	Comcast	\$ 14.78
5/5/2020	5/4/2020	XXXX-XXXX-XXXX-4950	Amazon.Com 2r4t40ar3 A	\$ 37.40
5/12/2020	5/11/2020	XXXX-XXXX-XXXX-4950	Amzn Mktp Us	\$ (121.99)
5/22/2020	5/20/2020	XXXX-XXXX-XXXX-4950	Wb Mason	\$ 143.88
			Debit Total USD	\$ 415.04
			Credit Total USD	\$ (121.99)
			Total USD	\$ 293.05

Recreation 1 Prk

Posting Date	Tran Date	Account	Supplier	Amount
5/1/2020	4/30/2020	XXXX-XXXX-XXXX-4927	Amzn Mktp US V65qh59s3	\$ 67.98
5/7/2020	5/6/2020	XXXX-XXXX-XXXX-4927	Giant 6481	\$ 2.99
5/4/2020	5/1/2020	XXXX-XXXX-XXXX-4927	Hajoca Weinstein 410	\$ 8.34
5/7/2020	5/6/2020	XXXX-XXXX-XXXX-4927	Hajoca Weinstein 410	\$ 10.32
5/8/2020	5/7/2020	XXXX-XXXX-XXXX-4927	Hajoca Weinstein 410	\$ 28.88
4/30/2020	4/29/2020	XXXX-XXXX-XXXX-4927	Lowes #00757	\$ 10.97
5/4/2020	5/1/2020	XXXX-XXXX-XXXX-4927	Lowes #00757	\$ 10.68
5/13/2020	5/12/2020	XXXX-XXXX-XXXX-4927	Lowes #00757	\$ 46.98
5/14/2020	5/13/2020	XXXX-XXXX-XXXX-4927	Lowes #00757	\$ 5.98
5/14/2020	5/13/2020	XXXX-XXXX-XXXX-4927	Lowes #00757	\$ 25.32
5/19/2020	5/18/2020	XXXX-XXXX-XXXX-4927	Lowes #00757	\$ 48.82
5/20/2020	5/19/2020	XXXX-XXXX-XXXX-4927	Lowes #00757	\$ 28.24
5/20/2020	5/19/2020	XXXX-XXXX-XXXX-4927	Lowes #00757	\$ 90.00
5/21/2020	5/20/2020	XXXX-XXXX-XXXX-4927	Lowes #00757	\$ 22.46

5/22/2020	5/21/2020	XXXX-XXXX-XXXX-4927	Lowes #00757	\$	25.96
5/22/2020	5/21/2020	XXXX-XXXX-XXXX-4927	Lowes #00757	\$	38.94
5/13/2020	5/12/2020	XXXX-XXXX-XXXX-4927	Sherwin Williams 70506	\$	52.92
5/21/2020	5/19/2020	XXXX-XXXX-XXXX-4927	The Home Depot #4106	\$	28.60
			Debit Total USD	\$	554.38
			Credit Total USD	\$	-
			Total USD	\$	554.38

Works Public

Posting Date	Tran Date	Account	Supplier		Amount
5/18/2020	5/15/2020	XXXX-XXXX-XXXX-4174	Ardmore Tire	\$	1,515.00
4/28/2020	4/27/2020	XXXX-XXXX-XXXX-4174	Bergeys Ford	\$	124.16
4/30/2020	4/29/2020	XXXX-XXXX-XXXX-4174	Bergeys Ford	\$	636.29
5/12/2020	5/11/2020	XXXX-XXXX-XXXX-4174	Bergeys Ford	\$	48.89
5/13/2020	5/12/2020	XXXX-XXXX-XXXX-4174	Bergeys Ford	\$	394.86
5/14/2020	5/13/2020	XXXX-XXXX-XXXX-4174	Bergeys Ford	\$	89.95
5/14/2020	5/13/2020	XXXX-XXXX-XXXX-4174	Bergeys Ford	\$	(100.00)
5/15/2020	5/14/2020	XXXX-XXXX-XXXX-4174	Bergeys Ford	\$	26.70
5/15/2020	5/14/2020	XXXX-XXXX-XXXX-4174	Bergeys Ford	\$	342.52
5/22/2020	5/20/2020	XXXX-XXXX-XXXX-4174	Bergeys Ford	\$	63.00
5/22/2020	5/21/2020	XXXX-XXXX-XXXX-4174	Bergeys Ford	\$	39.66
5/22/2020	5/21/2020	XXXX-XXXX-XXXX-4174	Bergeys Ford	\$	191.65
5/27/2020	5/26/2020	XXXX-XXXX-XXXX-4174	Bergeys Ford	\$	45.28
5/14/2020	5/12/2020	XXXX-XXXX-XXXX-4174	Bergeys Truck Center	\$	19.00
4/30/2020	4/29/2020	XXXX-XXXX-XXXX-4174	Carfagno Chevrolet	\$	25.00
4/30/2020	4/29/2020	XXXX-XXXX-XXXX-4174	Carfagno Chevrolet	\$	34.40
4/30/2020	4/29/2020	XXXX-XXXX-XXXX-4174	Carfagno Chevrolet	\$	53.67
5/1/2020	4/30/2020	XXXX-XXXX-XXXX-4174	Carfagno Chevrolet	\$	57.70
5/1/2020	4/30/2020	XXXX-XXXX-XXXX-4174	Carfagno Chevrolet	\$	190.00
5/19/2020	5/18/2020	XXXX-XXXX-XXXX-4174	Colliflower Inc Hq	\$	4.84
5/27/2020	5/26/2020	XXXX-XXXX-XXXX-4174	Colliflower Inc Hq	\$	9.50
4/30/2020	4/29/2020	XXXX-XXXX-XXXX-4174	Napa Store 8021692	\$	56.20
5/1/2020	4/30/2020	XXXX-XXXX-XXXX-4174	Napa Store 8021692	\$	19.26
5/6/2020	5/5/2020	XXXX-XXXX-XXXX-4174	Napa Store 8021692	\$	66.62
5/8/2020	5/7/2020	XXXX-XXXX-XXXX-4174	Napa Store 8021692	\$	5.66
5/11/2020	5/8/2020	XXXX-XXXX-XXXX-4174	Napa Store 8021692	\$	5.66
5/14/2020	5/13/2020	XXXX-XXXX-XXXX-4174	Napa Store 8021692	\$	119.96
5/15/2020	5/14/2020	XXXX-XXXX-XXXX-4174	Napa Store 8021692	\$	14.99
5/19/2020	5/18/2020	XXXX-XXXX-XXXX-4174	Napa Store 8021692	\$	36.95
5/27/2020	5/26/2020	XXXX-XXXX-XXXX-4174	Napa Store 8021692	\$	20.04
5/27/2020	5/26/2020	XXXX-XXXX-XXXX-4174	Napa Store 8021692	\$	100.38
5/21/2020	5/20/2020	XXXX-XXXX-XXXX-4174	Plasterer Sellersville	\$	84.22
5/5/2020	5/4/2020	XXXX-XXXX-XXXX-4174	Sawchuks Garage Inc	\$	2,790.45

Debit Total USD	\$	7,232.46
Credit Total USD	\$	(100.00)
Total USD	\$	7,132.46

Works 2 Public

Posting Date	Tran Date	Account	Supplier	Amount
5/8/2020	5/7/2020	XXXX-XXXX-XXXX-0867	Acme Uniforms	\$ 133.80
5/8/2020	5/7/2020	XXXX-XXXX-XXXX-0867	Acme Uniforms	\$ 436.60
5/20/2020	5/18/2020	XXXX-XXXX-XXXX-0867	Aftermarket Parts & Se	\$ 90.20
5/18/2020	5/15/2020	XXXX-XXXX-XXXX-0867	Ardmore Tire	\$ 94.00
5/14/2020	5/13/2020	XXXX-XXXX-XXXX-0867	Bergeys Credit Departm	\$ 747.09
5/1/2020	4/30/2020	XXXX-XXXX-XXXX-0867	Captive Aire Online	\$ 92.11
5/7/2020	5/5/2020	XXXX-XXXX-XXXX-0867	Clarity Water Technolo	\$ 345.83
5/15/2020	5/14/2020	XXXX-XXXX-XXXX-0867	Concrete Service Mater	\$ 12.90
5/15/2020	5/14/2020	XXXX-XXXX-XXXX-0867	Earthborne Inc	\$ 61.58
5/15/2020	5/14/2020	XXXX-XXXX-XXXX-0867	GI Sayre Inc	\$ 80.96
5/13/2020	5/12/2020	XXXX-XXXX-XXXX-0867	Green Guard First Aid	\$ 72.06
5/4/2020	5/1/2020	XXXX-XXXX-XXXX-0867	Interstate Battery Sys	\$ 157.60
5/4/2020	5/1/2020	XXXX-XXXX-XXXX-0867	Interstate Battery Sys	\$ 900.00
5/5/2020	5/4/2020	XXXX-XXXX-XXXX-0867	Lowes #00757	\$ 27.72
5/6/2020	5/5/2020	XXXX-XXXX-XXXX-0867	Lowes #00757	\$ 37.53
5/12/2020	5/12/2020	XXXX-XXXX-XXXX-0867	Msc	\$ 615.84
5/15/2020	5/15/2020	XXXX-XXXX-XXXX-0867	Msc	\$ 374.70
5/12/2020	5/11/2020	XXXX-XXXX-XXXX-0867	Nippon Carbide Ind	\$ 356.25
4/30/2020	4/29/2020	XXXX-XXXX-XXXX-0867	Pauls Auto Repair	\$ 30.00
5/12/2020	5/11/2020	XXXX-XXXX-XXXX-0867	Pauls Auto Repair	\$ 15.00
5/18/2020	5/14/2020	XXXX-XXXX-XXXX-0867	Pennsylvania One Call	\$ 262.89
4/30/2020	4/29/2020	XXXX-XXXX-XXXX-0867	Praxair Dist Inc Oam	\$ 510.90
5/12/2020	5/11/2020	XXXX-XXXX-XXXX-0867	Praxair Dist Inc Oam	\$ 65.35
5/13/2020	5/11/2020	XXXX-XXXX-XXXX-0867	Sealmaster Norristown	\$ 229.00
5/4/2020	5/1/2020	XXXX-XXXX-XXXX-0867	Star Lawn Mower 2	\$ 353.16
5/18/2020	5/15/2020	XXXX-XXXX-XXXX-0867	Star Lawn Mower 2	\$ 178.12
4/29/2020	4/27/2020	XXXX-XXXX-XXXX-0867	The Home Depot #4106	\$ 15.60
5/4/2020	5/1/2020	XXXX-XXXX-XXXX-0867	The Home Depot #4106	\$ 153.88
5/7/2020	5/5/2020	XXXX-XXXX-XXXX-0867	The Home Depot #4106	\$ 54.70
5/25/2020	5/20/2020	XXXX-XXXX-XXXX-0867	The Home Depot #4106	\$ (58.50)
5/25/2020	5/20/2020	XXXX-XXXX-XXXX-0867	The Home Depot #4106	\$ 131.40
5/11/2020	5/8/2020	XXXX-XXXX-XXXX-0867	The Home Depot 4106	\$ 95.90
5/12/2020	5/11/2020	XXXX-XXXX-XXXX-0867	Whitemarsh Collision	\$ 375.80
4/30/2020	4/29/2020	XXXX-XXXX-XXXX-0867	Zep Sales And Service	\$ 99.22
			Debit Total USD	\$ 7,207.69
			Credit Total USD	\$ (58.50)
			Total USD	\$ 7,149.19

Halbom Sean

Posting Date	Tran Date	Account	Supplier	Amount
5/20/2020	5/19/2020	XXXX-XXXX-XXXX-0228	Eig Constantcontact.Co	\$ 68.90
			Debit Total USD	\$ 68.90
			Credit Total USD	\$ -
			Total USD	\$ 68.90
			TOTAL 5/27/2020	\$ 103,477.45



PFM Asset Management
 1735 Market Street, 43rd Floor
 Philadelphia, PA 19103-7502

215-567-6100 phone
 215-567-4180 fax
 www.pfm.com

Whitemarsh Township Police Pension Plan
 Nathan Crittendon
 616 Germantown Pike
 Lafayette Hill, PA 19444

For Period March 1, 2020 to March 31,2020

Invoice # : MAC-M0320-12913

INVOICE FOR INVESTMENT ADVISORY SERVICES

Client ID	Days	Description	Assets	Fee
05.01591.003	31	WHITEMARSH TOWNSHIP POLICE PENSION PLAN	\$ 21,701,639.55	\$ 6,433.41
		Expense Credit Fixed-Income Fund		(1,343.07) *
		Expense Credit Domestic Equity Fund		(696.33) *
		Expense Credit International Equity Fund		(82.00) *
			Total Amount Due :	\$4,312.01

Fee Structure:

35 bps on assets under management

*Expense credit for net management fees earned by PFM from the PFM Multi-Manager Series Trust Funds
 For questions or additional information, please contact your Client Manager:
 Bikram Chadha; Phone 215-567-6100, e-mail chadhab@pfm.com

Please Include With Payment:

Amount Enclosed : \$ _____

Invoice # : MAC-M0320-12913

Client ID(s) : 05.01591.003

Via ACH (preferred):
 PFM Asset Management LLC
 Bank Name: M&T Bank
 ACH# (ACH): 031302955
 Account #: 9863040128

Via Wire:
 Bank Name: M&T Bank
 ABA# (Wire): 022000046
 Account #: 9863040128

Via Mail:
 PFM Asset Management LLC
 P.O. Box 62923
 Baltimore, MD 21264-2923

TERMS : DUE UPON RECEIPT



PFM Asset Management
 1735 Market Street, 43rd Floor
 Philadelphia, PA 19103-7502

215-567-6100 phone
 215-567-4180 fax
 www.pfm.com

Whitemarsh Township Police Pension Plan
 Nathan Crittendon
 616 Germantown Pike
 Lafayette Hill, PA 19444

For Period April 1, 2020 to April 30,2020
 Invoice # : MAC-M0420-13185

INVOICE FOR INVESTMENT ADVISORY SERVICES

Client ID	Days	Description	Assets	Fee
05.01591.003	30	WHITEMARSH TOWNSHIP POLICE PENSION PLAN	\$ 23,062,271.35	\$ 6,616.23
		Expense Credit Fixed-Income Fund		(1,412.09) *
		Expense Credit Domestic Equity Fund		(643.21) *
		Expense Credit International Equity Fund		0.00 *
			Total Amount Due :	\$4,560.93

Fee Structure:

35 bps on assets under management

*Expense credit for net management fees earned by PFM from the PFM Multi-Manager Series Trust Funds
 For questions or additional information, please contact your Client Manager:
 Bikram Chadha; Phone 215-567-6100, e-mail chadhab@pfm.com

Please Include With Payment:

Amount Enclosed : \$ _____

Invoice # : MAC-M0420-13185

Client ID(s) : 05.01591.003

Via ACH (preferred):
 PFM Asset Management LLC
 Bank Name: M&T Bank
 ACH# (ACH): 031302955
 Account #: 9863040128

Via Wire:
 Bank Name: M&T Bank
 ABA# (Wire): 022000046
 Account #: 9863040128

Via Mail:
 PFM Asset Management LLC
 P.O. Box 62923
 Baltimore, MD 21264-2923

TERMS : DUE UPON RECEIPT

WHITEMARSH TOWNSHIP

TO: BOARD OF SUPERVISORS
FROM: **Charles L. Guttenplan, AICP, Director of Planning and Zoning**
SUBJECT: HOLD HARMLESS AGREEMENT FOR PROPOSED FENCE
135 STENTON AVENUE; PLYMOUTH MEETING
DATE: JUNE 10, 2020
CC: Richard L. Mellor, Jr., Township Manager
Sean P. Kilkenny, Esq., Township Solicitor



Should the Board agree to amend its agenda, there is a Hold Harmless Agreement on your agenda to consider. It is for a proposed 3-foot tall fence in the ultimate right-of-way of Stenton Avenue. Since this proposal does not impact an intersection, the Township Engineer's office was asked to conduct a site visit to determine if there would be any sight distance issues with the property's driveway or for the neighbor's driveway. The conclusions of that site visit conducted on June 9th are included in the attached memo from Jim Hersh; you will note that he concludes that there are no sight distance issues and he recommends approval of the Hold Harmless Agreement. (You will note that the Agreement was originally signed last November by the applicant; they began the project then but it has been delayed until now.)

In addition to Jim Hersh's memo, a picture of the actual post and rail fence style proposed by the applicant, is attached.

If there are any questions, I would be happy to answer them either prior to the meeting or on Thursday evening.

Attachments

Charles L. Guttenplan, AICP
Director of Planning and Zoning/Zoning Officer
616 Germantown Pike
Lafayette Hill, PA 19444
Phone: 484-594-2625 Fax: 610-825-6252
Email: cguttenplan@whitemarshwp.org

Prepared By:
David J. Sander, Esquire
Kilkenny Law, LLC
519 Swede Street
Norristown, PA 19401

Please Record and Return to:
David J. Sander, Esquire
Kilkenny Law, LLC
519 Swede Street
Norristown, PA 19401

Tax Parcel No. 65-00-11098-00-6

**WHITEMARSH TOWNSHIP
HOLD HARMLESS AGREEMENT**

THIS AGREEMENT is made this 21 day of November, 2019, between **WHITEMARSH TOWNSHIP**, with offices located at 616 Germantown Pike, Lafayette Hill, PA 19444 ("Township") and **SHANNON YANOCHA (n/k/a SHANNON CAVANAUGH)**, adult individual, with an address at 135 Stenton Avenue, Plymouth Meeting, Whitemarsh Township, Pennsylvania 19462, including their heirs, personal representatives, successors and assigns ("Owner").

WITNESSETH:

1. Owner owns real property located within the Township at 135 Stenton Avenue, Plymouth Meeting, Whitemarsh Township, Pennsylvania, identified as Montgomery County Tax Parcel No. 65-00-11098-00-6 (the "Property").
2. Owner desires to improve the Property by erecting a fence ("Improvements") which is proposed to encroach in, on or above the Ultimate Right-of-Way of Stenton Avenue.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. Upon the filing of the appropriate permit application with the Township and the receipt of such permit by the Owner, the approval and issuance of which may be withheld by the Township for any reason or no reason at all, Owner may erect or construct Improvements within the Ultimate Right-of-Way pursuant to the permit. Owner shall maintain the Improvements in good, safe condition, and the Township shall not be responsible for the maintenance of any Improvements at any time.
2. Owner warrants that the location of the Improvements will not interfere with the use, operation, maintenance, repair or replacement of any Township facilities.
3. In exchange for the Township allowing the Improvements to encroach within the Ultimate Right-of-Way, the Township shall have the unrestricted right to demolish and remove all or any portion of the Improvements from the Ultimate Right-of-Way should the Township desire or need, in its sole discretion, to gain access to or use the Ultimate Right-of-Way for any reason whatsoever.
4. Upon demolition or removal of Improvements from the Ultimate Right of Way,

Township shall not be responsible to repair, replace, re-install, remove, clear or take any corrective action whatsoever with regard to the Improvements, with the sole exception of stabilizing any disturbed area within the Ultimate Right-of-Way and laying seed and mulch, if applicable.

5. Owner hereby waives any and all claims that Owner may have arising from any alleged damages resulting from or arising out of any Improvements located in, on or above the Ultimate Right-of-Way, Owners' use of the Ultimate Right-of-Way, or the demolition or removal of Improvements from the Ultimate Right-of-Way by the Township, as Owner may have against the Township and the Township's officers, officials, agents, consultants, contractors, and employees.
6. Owner hereby agrees to release, defend, indemnify and hold harmless the Township and Township's officers, officials, agents, consultants, contractors, and employees from any and all liability, claims, demands, suits, causes of action, legal expenses or judgments from any alleged damages, including personal injury, arising out of any Improvements located in, on or above the Ultimate Right-of-Way, Owners' use of the Ultimate Right-of-Way, or the removal of Improvements from the Ultimate Right-of-Way by the Township, regardless of any alleged fault, negligence or joint enterprise by the Township and the Township's officers, officials, agents, consultants, contractors, and employees.
7. This Agreement shall be binding upon the Owner, and the Owners' heirs, personal representatives, successors, and assigns.
8. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania. Venue and jurisdiction for any disputes arising from this Agreement shall lie in the Court of Common Pleas of Montgomery County, Pennsylvania.
9. This Agreement may only be amended in writing signed by all parties hereto.
10. This Agreement contains the entire understanding between the parties, and no verbal, oral or other representations other than those contained within the four corners of this Agreement are enforceable.
11. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unconstitutional, such determination shall have no effect on the remaining provisions of this Agreement.
12. There are no third-party beneficiaries created or intended to be created by this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year first above written.

OWNER:

By: _____

SHANNON YANOCHA (n/k/a SHANNON CAVANAUGH)

ATTEST:

**BOARD OF SUPERVISORS OF
WHITEMARSH TOWNSHIP**

RICHARD L. MELLOR, JR., SECRETARY

By: LAURA BOYLE-NESTER, CHAIR

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

:ss

COUNTY OF Philadelphia

On this 21 day of November, 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **SHANNON YANOCHA (n/k/a SHANNON CAVANAUGH)**, who acknowledged herself to be person who executed the foregoing document for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Gaylene R. Kockott



Notary Public



COMMONWEALTH OF PENNSYLVANIA

:ss

COUNTY OF MONTGOMERY

On the _____ day of _____, 2020, before me, a notary public residing in Montgomery County, PA, personally appeared Laura Boyle-Nester who acknowledged herself to be the Chair of the Whitemarsh Township Board of Supervisors, and that she as such Chair, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Whitemarsh Township by herself as Chair.

NOTARY PUBLIC



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

MEMORANDUM

TO: Charles L. Guttenplan, AICP – Director of Planning and Zoning

FROM: Jim Hersh, PE, Township Engineer

DATE: June 10, 2020

RE: 135 Stenton Avenue
Hold Harmless Agreement

PROJECT NUMBER: 2020-01116

The homeowners at the above noted property are proposing to construct a 3-foot tall post and rail fence along the property frontage, within the 80-foot wide Ultimate Right-of-Way of Stenton Avenue. The proposed fence would be 8-feet from the painted white edge line along the pavement edge. The photo below is a representative example of the proposed fence type, material, and height.



Representative Example Photo

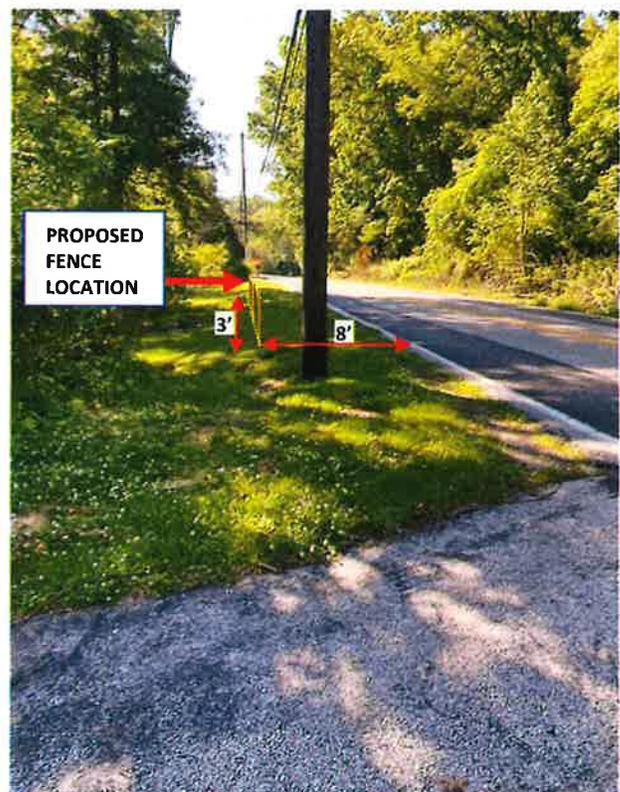
65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

Gilmore & Associates, Inc.
Building on a Foundation of Excellence
www.gilmore-assoc.com

As requested, a site visit was conducted to evaluate the proposed fence with respect to sight distance. The homeowners placed wooden stakes at the height and location of the proposed fence posts, in order to facilitate review. The photos below taken from the driver's eye view at the subject property driveway and at the driveway for the neighboring property at 107 Stenton Avenue demonstrate that the proposed fence does not appear to restrict sight distance for vehicles exiting either driveway. There are no other driveways nearby that could be impacted.



Drivers Eye view from 135 Stenton Avenue Driveway



Drivers Eye view from 107 Stenton Avenue Driveway

There are no engineering objections to the fence as proposed, and therefore we recommend that the Board of Supervisors approve a hold-harmless agreement executed by the property owners in order to allow a proposed 3-foot tall post and rail fence to be constructed within the Ultimate Right-of-way.

Should you have any questions or need further information regarding this matter, please do not hesitate to contact me at this office.



PROPOSED FENCE STYLE
(ONLY 2 RAILS, 3FT HIGH)

WHITEMARSH TOWNSHIP

TO: BOARD OF SUPERVISORS
FROM: Charles L. Guttenplan, AICP, Director of Planning and Zoning
SUBJECT: CERTIFICATES OF APPROPRIATENESS:
DRIVEWAY EXTENSION AT 6 MARPLE LANE
COVERED DECK AT 6 CATHERINE LANE
DATE: JUNE 10, 2020
CC: Richard L. Mellor, Jr., Township Manager
Sean P. Kilkenny, Esq., Township Solicitor



Should the Board agree to amend its agenda, there are two Certificates of Appropriateness to consider. Both were reviewed by HARB at their Zoom meeting this morning (June 10th).

The first is a driveway extension at 6 Marple Lane in Plymouth Meeting. The extension would be approximately 70 feet long and would extend the driveway from its current terminus near the front of the house, to a shed approximately 25' to 30' to the rear of the house. This property has been the recipient of other Certificates of Appropriateness in the last couple of years for a substantial addition and extensive renovations. HARB saw no issues with the proposal and passed a unanimous motion recommending approval of a Certificate of Appropriateness for the driveway extension as proposed.

The second is a raised deck in the rear yard of 6 Catherine Lane (Maple Hill Development). This will not be seen from the street. It is 41' x 19' and approximately half of it will be covered with an A-frame roof. The deck surface will be 'Trex' composite material. The Homeowners' Association has approved this project. HARB passed a unanimous motion recommending approval of a Certificate of Appropriateness for the deck as proposed, conditioned upon the applicant sending material specifications to staff for approval and for staff to determine that the deck does not conflict with the Historic District Design Guidelines. Staff found no issues after review of material specifications sent after the meeting; staff also sees no conflict with the Guidelines since this is not visible from the street and this is a non-historic property within the District.

If there are any questions, I would be happy to answer them either prior to the meeting or on Thursday evening.

Attachments

Charles L. Guttenplan, AICP
Director of Planning and Zoning/Zoning Officer
616 Germantown Pike
Lafayette Hill, PA 19444
Phone: 484-594-2625 Fax: 610-825-6252
Email: cguttenplan@whitemarshwp.org

Help Admin (admin) cguttenplan

Address Search Parcel Search

Parcel Search
6 MARPLE LN
Clear Location

ASSET CENTRL

Add | Search | Reports

- Parcels
 - hyd073102_s83
 - Inlets
 - Parcels
 - Historic District
 - Zoning2019
 - Labels / Lot Measurement
 - Boundary Point
- Assets
 - Traffic Signals
 - Street Lights
 - Signs
 - Streets
 - Township Boundary
 - 5 Foot Contours
 - Streams
 - FEMA Flood Zones
- Sanitary
 - Sanitary Meter
 - Sanitary Node
 - Sanitary Pump Station
 - Sanitary Treatment Plant
 - Continuation
 - Force Main
 - Sanitary Lateral
 - Sanitary Main
 - Sewer Service Areas

WORK CENTRL

PERMIT CENTRL

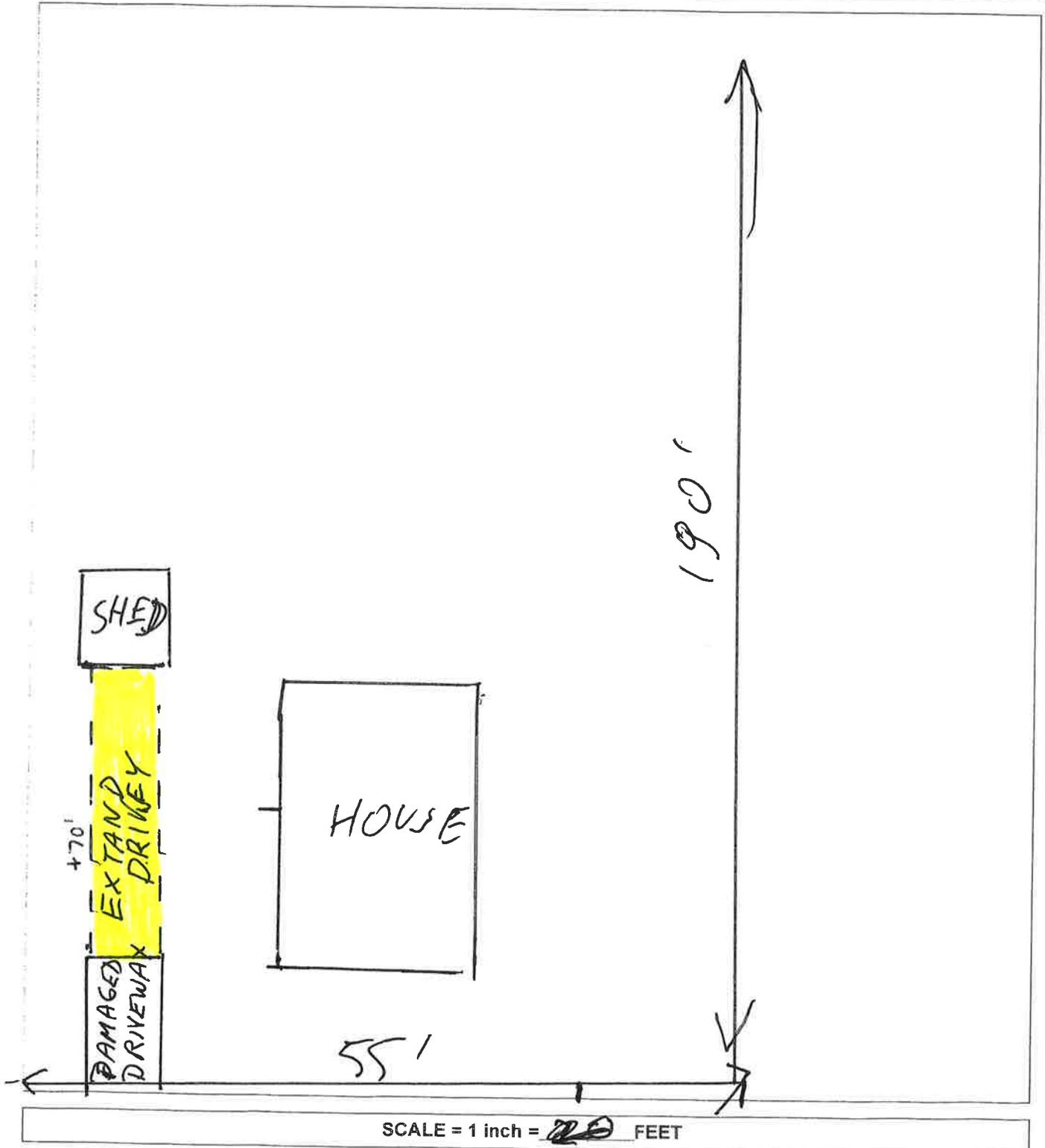
6 MARPLE
LANE



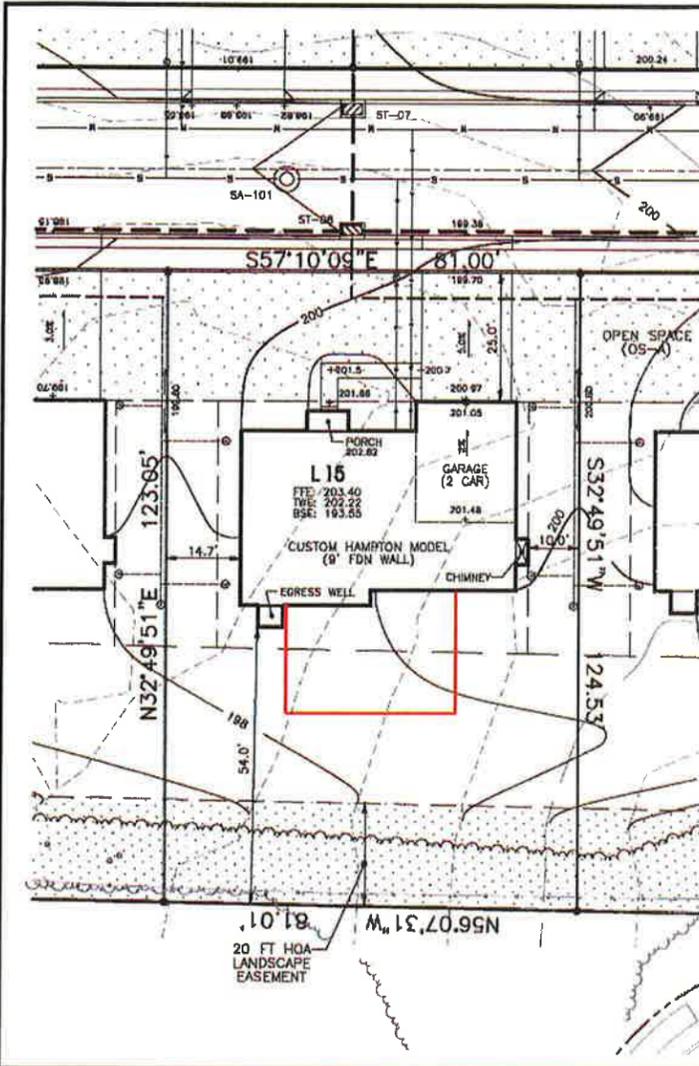
**WHITEMARSH TOWNSHIP
APPLICATION FOR PLAN EXAMINATION
FOR BUILDING AND ZONING PERMITS**

PART 11. SITE PLAN

Show lot lines, easements and work layout and dimensions (attach additional sheets if necessary):



Project No. 16-0112 D, Project Name: MAPLE HILL, Plot Date: Jan 2, 2019 (1:20PM)



ZONING and SITE DATA SCHEDULE
Zoning District: A - Residential District
Dimensional standards for Conservation Design Subdivisions

Item	Section	Requirement	PLAN PROVIDED
Min. Lot Area	118-64.C(3)	7,000 Sq. Ft. [2]	10,027.01 SF (Gross) 8,002.01 SF (Net)
Min. Width at Setback Line	118-64.C(4)	80 Ft.	81.00 Ft.
Min. Front Yard	118-64.C(5)	25 Ft.	25.0 Ft.
Min. Side Yard (Each)	118-64.C(8)	10 Ft.	10.0 Ft. / 14.7 Ft.
Min. Rear Yard	118-64.C(7)	30 Ft.	34.0 Ft.
Max. Principal Bldg Height	118-64.C(6)(d)	35 Ft.	< 35 Ft.
Max. Building Coverage	118-64.C(9)	30 % of lot area	24.17 % (1,034 SF)

Additional requirements for Conservation Subdivisions:

All NEW dwellings shall meet the following setback requirements:			
From External R.O.W.	118-274.B(1)	100 Ft.	N / A
From all other front Bdy	118-274.B(2)	80 Ft.	84.0 Ft.

[2] Minimum Lot Area Required is NET any On-Lot Required Open Space

- PERMIT PLAN NOTES**
- All construction shall be in conformance with the approved and recorded Final Land Development plan for MAPLE HILL, last revised Nov. 07, 2017 including all Agreements and Documents related thereto.
 - The contractor shall ensure that all necessary permits and approvals have been obtained prior to commencement of any site construction activities.
 - Erosion and sedimentation control measures shall be in place and functional prior to any earth disturbance or grading work.
 - Sanitary sewer and all other utility service connection points shall be confirmed independently by the contractor in field prior to the commencement of construction. All discrepancies shall be reported immediately in writing to the engineer of record. Construction shall commence beginning at the lowest (invert) point of excavation and progress up gradient. Intersect points (crossings) with existing underground installations shall be field verified by test pit prior to commencement of construction.
 - All sanitary sewer construction shall be in accordance with "Whitman Township Authority Standard Specifications for Sanitary Sewer Facilities".
 - All utilities shall be kept ten (10) feet apart (center) or when crossing, at eighteen (18) inches vertical clearance (outside edge of pipe to outside edge of pipe). A minimum of 18 inches shall be maintained between sanitary sewer lines and storm lines or water lines. If the minimum clearance cannot be maintained, a concrete encasement shall be provided in the non-sanitary sewer utility.
 - Sanitary sewer mains and laterals shall have a minimum of 4'-0" cover.

**RELEASE OF DRAFT PLOT PLAN -
BUYER SHOULD PERFORM THEIR OWN
ENGINEERING FOR ANY WORK THEY
PLAN ON PERFORMING ON THE
PROPERTY**

PLAN LEGEND

---	Proposed Elevation	---	Storm Sewer Piping
---	Existing Sewer Contour	---	Sanitary Sewer Piping
---	Proposed Elevation	---	Water Main / Service

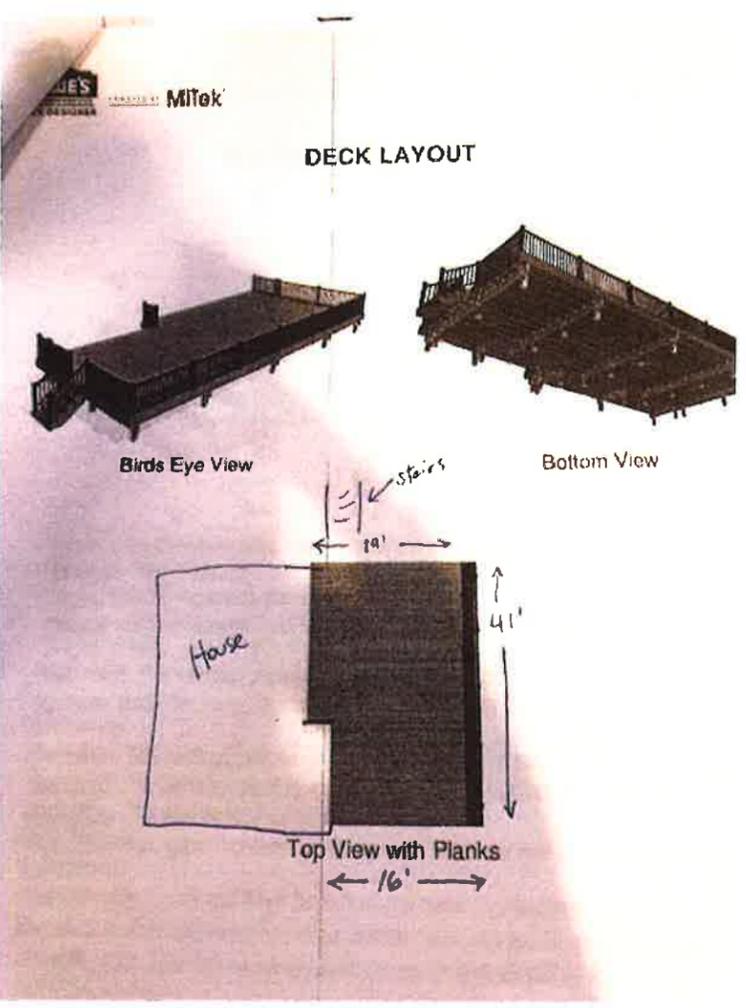
10' 0' 20'
Scale in Feet (1" = 20')

THIS PLAN HAS BEEN PREPARED SPECIFICALLY FOR THE APPLICANT AND PROJECT DESCRIBED HEREON. ANY MODIFICATION, REVISION, CORRECTION OR CHANGE WITHOUT WRITTEN CONSENT OF WOODROW & ASSOCIATES, INC. IS PROHIBITED.

© COPYRIGHT 2018 WOODROW & ASSOCIATES, INC. ALL RIGHTS RESERVED.

BUILDING / GRADING PERMIT PLAN EXHIBIT
6 CATHERINE LANE
T.P.N.: 65-00-11005-15-4 (Lot 15)
MAPLE HILL
WHITEMARSH TOWNSHIP - MONTGOMERY COUNTY - PENNSYLVANIA
WOODROW & ASSOCIATES, INC.
MUNICIPAL / CIVIL CONSULTING ENGINEERS
1109 North Whitehall Pike, Suite 5 - Leesport, PA 19522
Phone: (717) 326-1000 Fax: (717) 326-1001
www.woodrowinc.com

Job No. 16-0112 D
Plan Date JAN. 02, 2019
Sheet No. 1 of 1



- Dimensions of deck:
 - 41' x 19'
 - 3' high from the ground
- No octagon as pictured; will be squared off
- No stone columns ; just lumber for structure and composite (Trex)



- Deck "A" Frame Roof:
 - Pitch = 6/12
 - Wood Structure
- ~ 4 steps down to yard with railing (Trex)

Maple Hill of Whitemarsh Community Association

May 19, 2020

Mr. and Mrs. James Rubbo
6 Catherine Lane
Plymouth Meeting, PA 19462

Dear Mr. and Mrs. Rubbo,

Thank you very much for submitting your architectural change request for the installation of a deck. Please be advised that your request is approved, conditional upon the following:

- You are required to obtain a Township building permit;
- Extending the deck 16' from the rear of the home puts the deck outside the building envelope. The depth may be limited by the Township and would be reviewed as part of the Township permit application process;
- Please be advised that the Association's Declaration requires that there be no interference by a unit owner with established drainage patterns. Swales should never be blocked. If necessary, swales should be rerouted by your contractor;
- Please make sure your contractor is aware that there is a secondary storm sewer system which connects many downspouts to the main storm sewer system in the road. There is a pipe on both sides of your house along or very close to the property lines;
- Currently, the developer is landscaping the site as required by the approved plans. Any trees or shrubs which are part of the approved plans may not be removed or relocated until the entire project is complete including final approval from the Township;
- You are required to properly maintain the new deck at all times;
- Any damage to the property, as a result of the installation, will be your responsibility to repair and return to its original condition;
- Any changes must be in accordance with the application as submitted and comply with the Association's governing documents.

Thank you once again for submitting your request. If you have any questions or need additional information, please feel free to contact Continental Property Management at the number below.

Sincerely,

Board of Directors
MAPLE HILL OF WHITEMARSH COMMUNITY ASSOCIATION

KM/clc

975 Easton Road, Suite 102 Warrington, PA 18976 215-343-1550