

AGENDA
BOARD OF COMMISSIONERS – WORKSHOP MEETING
MONDAY, SEPTEMBER 13, 2021, 7:00 PM

1. **380-402 Haws Lane** – announce that the owner will not be pursuing the proposed 36-unit townhome development based upon the community’s preference for an institutional use on the subject property
2. **Resolution No. 1541 – Laverock Subdivision** – authorizing an amendment to the Record Plan to increase the size of lot 1 from 20,805 to 30,325 SF.
3. **Resolution No. 1542** – accepting a Deed of Dedication granting the Township additional Birch Lane right of way
4. **Planning Assistance Contract** – authorize a planning assistance contract with the Montgomery County Planning Commission for the years 2022-2024
5. **Township Manager’s Report** – discuss operational issues as outlined in the Monthly Report
6. **September Bill Listing** – review and approve the monthly bill listing and check reconciliation of the previous month
7. **2022 Budget Meeting Schedule** – announce the tentative meeting schedule through the adoption of the 2022 budget
8. **Resolution No. 1543 – Pension Fund MMOs** - review and consider for adoption the 2022 pension fund MMOs
9. **Township Auditors** – review the engagement letter from Bee, Bergvall & Company, Township Auditors, and consider appointment
10. **Service/Retirement Resolutions** – consider the adoption of resolutions for three retired individuals:
 - a. **Resolution No. 1544** – Donald G. Sirianni, Jr., Public Works Director
 - b. **Resolution No. 1545** – Glenn A. Schaum, Commissioner
 - c. **Resolution No. 1546** – Donald E. Berger, Jr., Township Manager
11. **Recycling Report** – review the monthly recycling activities
12. **Noise Pollution** – consider suggestions limiting the decibel levels for lawn equipment as well as limiting the hours of operation of portable generators

13. **Resolution No. 1547** – PECO Green Regional Program – authorize a grant application for a township-wide trail study
14. **Police Survey** – receive a presentation summarizing the results of a survey to solicit perceptions of police-community relations
15. **Entry Level Police Officer** – consider the appointment of an entry level police officer
16. **Willow Grove Avenue/Traymore Avenue Intersection** – review a recommendation from the Traffic Safety Officer in response to a request to improve the pedestrian crossing at the subject location
17. **Resolution No. 1548 – Traffic Signal Maintenance Agreement** – authorizing the execution of a township-wide traffic signal maintenance agreement with PennDOT
18. **Zoning Hearing Board Agenda** – announce the agenda of any special or regular meeting of the Zoning Hearing Board
19. **Storm Recovery** – review of flood issues following the weather events of August 18 – 19, and September 1, 2021
20. **Trail Maintenance Agreement** – authorize the execution of an agreement with owners of property located at 1110 Church Rd., Oreland
21. **Black Horse Inn** – authorize the execution of lease agreements with two new tenants

NEW BUSINESS

Michael Taylor
MANAGER/SECRETARY

AMT:cmt
9/9/2021

NOTE: AGENDA ITEMS ARE SUBJECT TO CHANGE WITHOUT FURTHER NOTICE!

ANY INDIVIDUAL WITH A DISABILITY WISHING TO ATTEND THE ABOVE SCHEDULED MEETING AND REQUIRING AN AUXILIARY AID, SERVICE OR OTHER ACCOMMODATION TO PARTICIPATE IN THE PROCEEDINGS, PLEASE CONTACT THE OFFICE OF THE TOWNSHIP MANAGER AT 215-836-7600, 72 HOURS PRIOR TO THE MEETING.

September 2021 Board of Commissioners Meetings

Mr. Standish, Chairman of Community Development Committee:

1. 380 – Haws Lane – discuss the results of the planning commission meeting on Sept. 7 regarding a proposed 36 unit townhome development
2. Resolution No. 1541 – Laverock Subdivision – authorize an amendment to the Record Plan to increase the size of lot 1 from 20,805 SF to 30,325 SF
3. Resolution No. 1542 – accepting Deed of Dedication – Birch Lane right of way
4. Planning Assistance Contract – authorize a planning assistance contract with the Montgomery County Planning Commission for years 2022-2024

RESOLUTION NO. 1541

Laverock / Falcon Hill Estates

AMENDED FINAL PLAN APPROVAL

WHEREAS, FOXLANE HOMES AT LAVEROCK, LLC ("Developer") is the developer of a certain tract of land known as "Laverock Springfield" which is being developed into thirty-two (32) building lots for single-family dwellings known as "Falcon Hill Estates" (the "Development"), pursuant to approved subdivision and land development plans prepared by Hibbeln Engineering Company, LLC, which plans are recorded in the Office of the Recorder of Deeds for Montgomery County, Pennsylvania at Plan Book 53, Page 461 (the "Approved Plans"); and

WHEREAS, in connection with the construction and installation of the required improvements shown on the Approved Plans, Developer entered into a Land Development and Financial Security Agreement with the Township dated August 20, 2020 (the "Development Agreement") and a Memorandum of Land Development and Financial Security Agreement is recorded in the Office of the Recorder of Deeds for Montgomery County, Pennsylvania at Deed Book 6192, Page 1273; and

WHEREAS, an application to the Springfield Township Zoning Hearing Board was filed with regard to Lot 1 in the Development seeking a variance for the construction of a new single-family dwelling which would exceed the minimum building coverage requirement applicable to Lot 1 (the "Zoning Application"); and

WHEREAS, after the initial hearing on the Zoning Application was continued, the Zoning Application was withdrawn and the Developer submitted an amendment to the Approved Plans prepared by Van Cleef Engineering Associates dated August 26, 2021,

consisting of two sheets (the "Amended Plans") for the limited purpose of changing the lot line between Lot 1 and the open space for the Development thereby increasing the size of Lot 1 by 9,520 square feet; and

WHEREAS, the adjustment to the lot line between Lot 1 and the open space will align the relocated lot line for Lot 1 with the rear lot lines for Lots 26-32 and such adjustment has been made possible due to the Developer's prior agreement to relocate the emergency access easement for the Development to another location as requested by the Township; and

WHEREAS, the Developer seeks the Township's approval of the Amended Plans so that the same may be recorded in the Office of the Recorder of Deeds for Montgomery County, Pennsylvania; and

WHEREAS, the Amended Plans have been reviewed by the Township Engineer; and

WHEREAS, the Board of Commissioners now desires approve the Amended Plans for the limited purpose of changing the lot line between Lot 1 and the open space for the Development, as more particularly depicted on the Amended Plans.

NOW, THEREFORE, BE IT RESOLVED that Springfield Township hereby approves the Amended Plans, subject, however, to the following:

1. Prior to recording the Amended Plans, Developer shall provide an amendment to the existing homeowner's association documents documenting the changes shown on the Amended Plans, which amendment shall be satisfactory to the Township Solicitor and recorded in the Office of the Recorder of Deeds for Montgomery County, Pennsylvania.

2. All other terms and conditions of the Land Development and Financial Security Agreement and the Approved Plans, not inconsistent herewith, are hereby confirmed, and shall remain in full force and effect.

APPROVED this 15th day of September, 2021, at the public meeting of the Board of Commissioners of Springfield Township.

SPRINGFIELD TOWNSHIP

By: _____
Baird M. Standish, President
Board of Commissioners

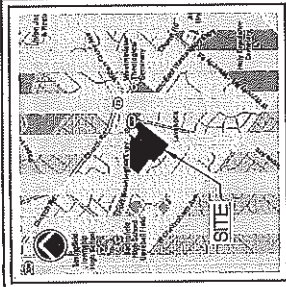
Attest: _____
Michael Taylor, Secretary



LAVEROCK SPRINGFIELD
FOYLANE HOMES AT LAVEROCK, L.L.C.
PREPARED FOR
SITES SHOWN IN
SPRINGFIELD TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

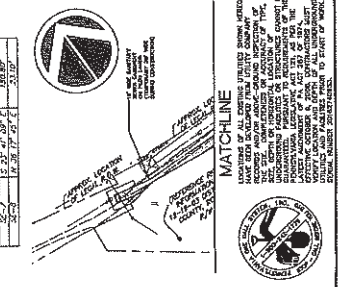
Table with columns: DATE, REVISION, DESCRIPTION. Includes dates like 07/01/14 and 07/01/14.

AMENDED
SUBDIVISION AND
LAND DEVELOPMENT
PLAN - PARCEL 1
LAVEROCK SPRINGFIELD
THE SHOWN IN
MONTGOMERY COUNTY, PENNSYLVANIA
PROJECT NUMBER
PROJECT SHEET
SCALE
1"=100'
PLAN SHEET NUMBER
2 OF 44
GRAPHIC SCALE



SITE LOCATION MAP 1"=1000'
SITE DATA
GENERAL NOTES
ZONING DATA
STEEP SLOPE TABULATION

Table with columns: SLOPE, AREA, PERCENT. Lists various slope percentages and their corresponding areas.



WARRANTS GRANTED
PROPOSED EASEMENTS NOTE
PCSM AGREEMENT NOTE

GENERAL NOTES
LEGEND

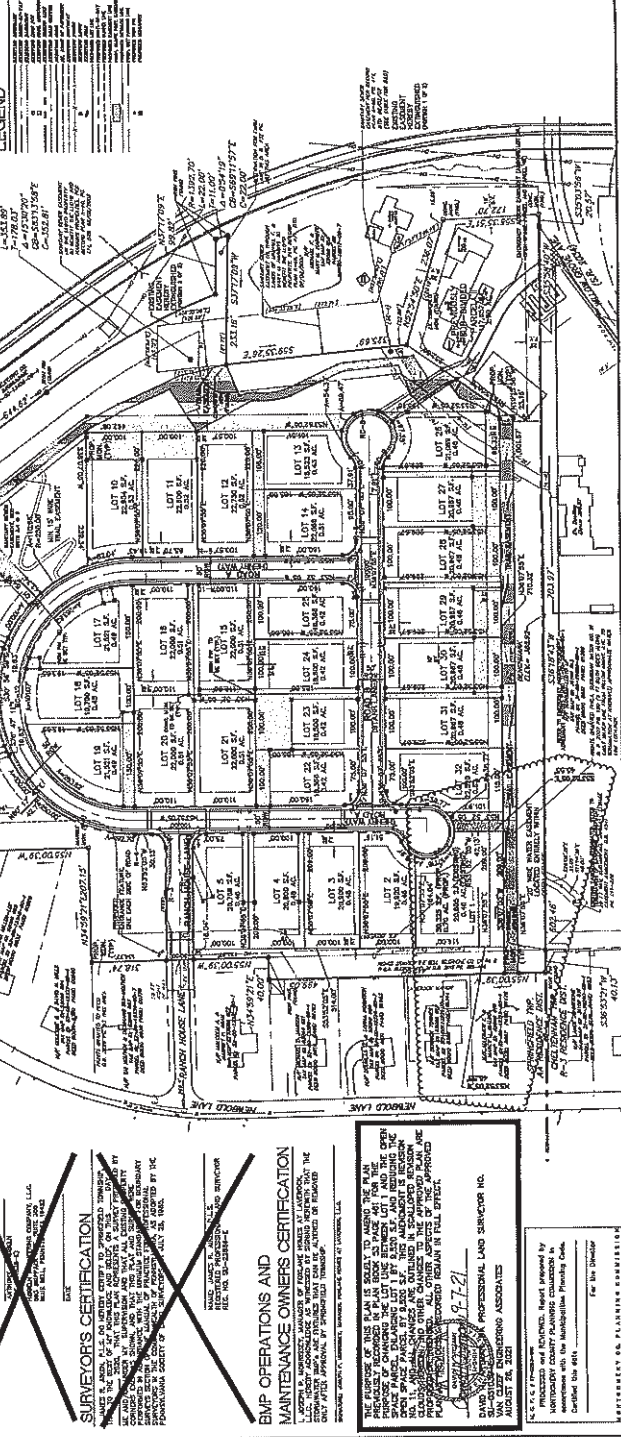
RIGHT-OF-WAY CURVE DATA table with columns: CURVE NO., BEARING, LENGTH, POINTS.

ROW LINE DATA table with columns: ROW LINE, BEARING, LENGTH, POINTS.

DENSITY CALCULATION
MATCHLINE

RECORDING ACKNOWLEDGEMENTS
TWP COMMISSIONERS APPROVAL
ENGINEER'S CERTIFICATION
SURVEYOR'S CERTIFICATION
BMP OPERATIONS AND MAINTENANCE OWNERS CERTIFICATION

PCSM AGREEMENT NOTE
GENERAL NOTES
LEGEND



Professional seals and signatures for David J. Foylane, Surveyor, and David J. Foylane, Engineer. Includes project name and date.

LAVEROCK SPRINGFIELD
 PREPARED FOR
FOYLANE HOMES AT LAVEROCK, L.L.C.
 SITE GRAVE 'M'
 SPRINGFIELD TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

LAVEROCK SPRINGFIELD
 PREPARED FOR
FOYLANE HOMES AT LAVEROCK, L.L.C.
 SITE GRAVE 'M'
 SPRINGFIELD TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

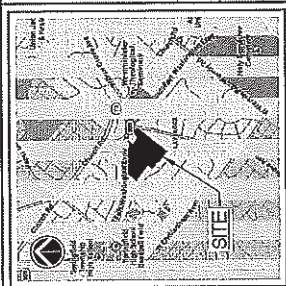
PLAN PRODUCTION DATE: 08/27/2021

NO.	DESCRIPTION
1	PRELIMINARY PLAN
2	REVISED PLAN
3	REVISED PLAN
4	REVISED PLAN
5	REVISED PLAN
6	REVISED PLAN
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49	REVISED PLAN
50	REVISED PLAN

AMENDED

SUBDIVISION AND LAND DEVELOPMENT PLAN 'A'

LAVEROCK SPRINGFIELD
 SITE GRAVE 'M'
 MONTGOMERY COUNTY, PENNSYLVANIA
 PROJECT NUMBER: 2021-0000000000
 PLAN NUMBER: 0000000000
 SHEET NUMBER: 3 OF 44
 SCALE: 1"=50'
 GRAPHIC SCALE: 0' 25' 50'



SITE STATISTICS

1. TOTAL AREA: 100.00 AC.
2. TOTAL AREA: 100.00 AC.
3. TOTAL AREA: 100.00 AC.
4. TOTAL AREA: 100.00 AC.
5. TOTAL AREA: 100.00 AC.

ZONING DATA

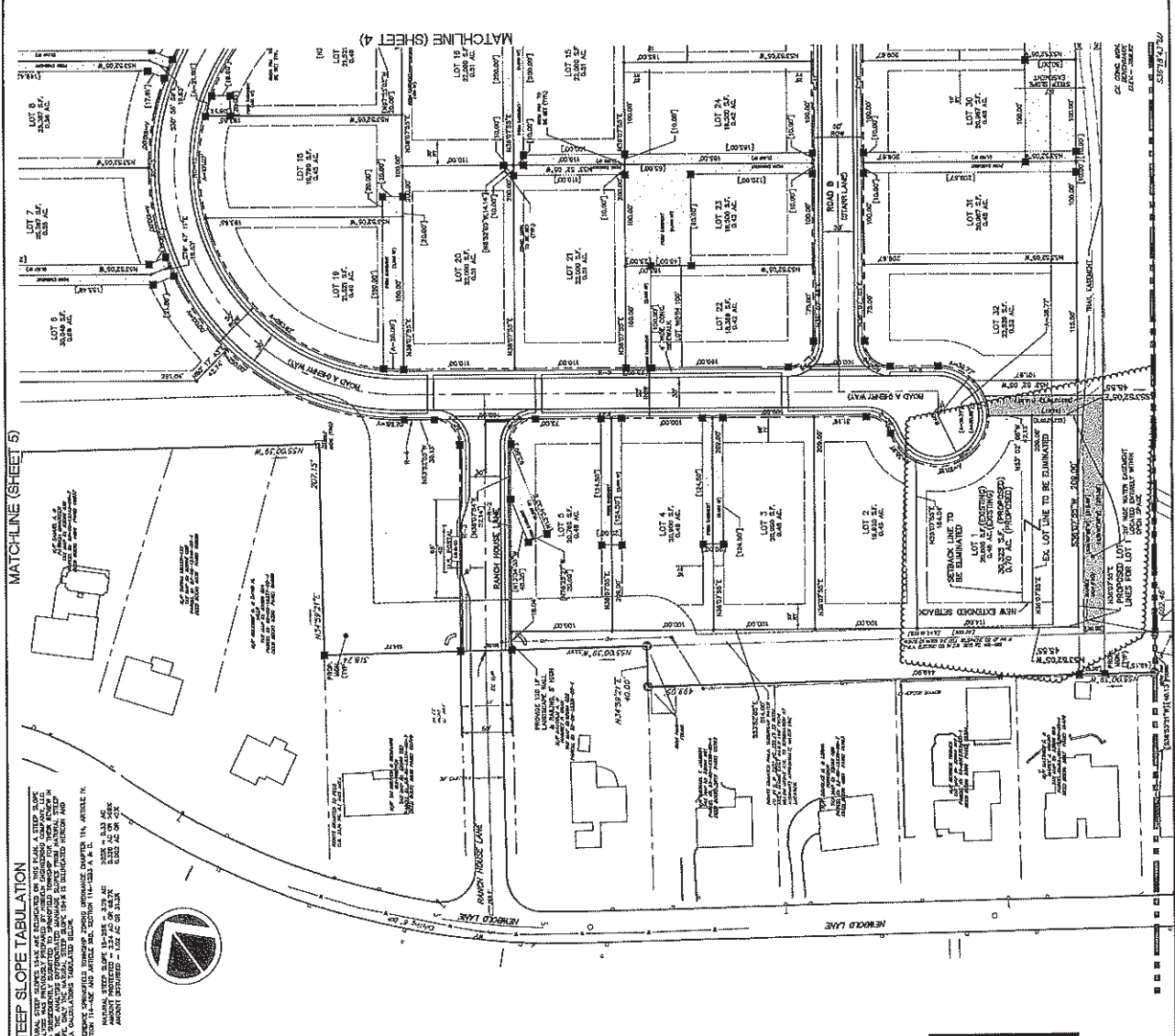
APPLICABLE ZONING: R-100
 ZONING REGULATIONS: SEE MONTGOMERY COUNTY ZONING ORDINANCE, CHAPTER 174, AS AMENDED.

GENERAL NOTES

1. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE SITE AND HAS FOUND IT TO BE SUITABLE FOR THE PROPOSED DEVELOPMENT.
2. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE SITE AND HAS FOUND IT TO BE SUITABLE FOR THE PROPOSED DEVELOPMENT.
3. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE SITE AND HAS FOUND IT TO BE SUITABLE FOR THE PROPOSED DEVELOPMENT.
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LIST OF LOT EASEMENTS

LOT NO.	TO WHOM GRANTED	FOR WHAT PURPOSE
1	FOYLANE HOMES AT LAVEROCK, L.L.C.	RESIDENTIAL USE
2	FOYLANE HOMES AT LAVEROCK, L.L.C.	RESIDENTIAL USE
3	FOYLANE HOMES AT LAVEROCK, L.L.C.	RESIDENTIAL USE
4	FOYLANE HOMES AT LAVEROCK, L.L.C.	RESIDENTIAL USE
5	FOYLANE HOMES AT LAVEROCK, L.L.C.	RESIDENTIAL USE
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14	FOYLANE HOMES AT LAVEROCK, L.L.C.	RESIDENTIAL USE
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17	FOYLANE HOMES AT LAVEROCK, L.L.C.	RESIDENTIAL USE
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49	FOYLANE HOMES AT LAVEROCK, L.L.C.	RESIDENTIAL USE
50	FOYLANE HOMES AT LAVEROCK, L.L.C.	RESIDENTIAL USE



RECORDING ACKNOWLEDGEMENTS

THIS PLAN IS SUBJECT TO THE RECORDING ACT OF PENNSYLVANIA, 55 PA.S. 1201-1203, WHICH PROVIDES THAT THE RECORDING OF THIS PLAN IS A PUBLIC RECORD AND IS SUBJECT TO THE PUBLIC RECORDS ACT OF PENNSYLVANIA, 55 PA.S. 1201-1203.

STEEP SLOPE TABULATION

AREAS OF STEEP SLOPE ARE INDICATED BY SHADING ON THIS PLAN. A STEEP SLOPE IS DEFINED AS A SLOPE OF 15% OR GREATER. THE AREAS OF STEEP SLOPE ARE IDENTIFIED BY THE SHADING AND THE AREAS OF STEEP SLOPE ARE IDENTIFIED BY THE SHADING AND THE AREAS OF STEEP SLOPE ARE IDENTIFIED BY THE SHADING.

TWP COMMISSIONERS APPROVAL

APPROVED BY THE TOWNSHIP COMMISSIONERS OF SPRINGFIELD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, ON 08/27/2021.

ENGINEER'S CERTIFICATION

I, THE ENGINEER, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF PENNSYLVANIA AND THAT I HAVE CONDUCTED A VISUAL GENERAL SURVEY OF THE SITE AND HAVE FOUND IT TO BE SUITABLE FOR THE PROPOSED DEVELOPMENT.

SURVEYOR'S CERTIFICATION

I, THE SURVEYOR, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF PENNSYLVANIA AND THAT I HAVE CONDUCTED A VISUAL GENERAL SURVEY OF THE SITE AND HAVE FOUND IT TO BE SUITABLE FOR THE PROPOSED DEVELOPMENT.

BMP OPERATIONS AND MAINTENANCE OWNERS CERTIFICATION

I, THE OWNER, HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE BMP OPERATIONS AND MAINTENANCE PLAN AND I AGREE TO MAINTAIN AND OPERATE THE BMP SYSTEM AS DESCRIBED IN THIS PLAN.

RESOLUTION NO. 1542

501 Birch/Fralic Subdivision (501 E. Birch Ln. & 8700 Montgomery Ave.)

East Birch Lane Right-of-Way

WHEREAS, 501 BIRCH, LLC (“501 Birch”) is the owner of a certain tract of land located at 501 East Birch Lane in Springfield Township, Montgomery County, Pennsylvania, and which tract is more particularly identified as Montgomery County Tax Parcel No. 52-00-01906-00-4 (the “Birch Property”), which is the subject of a subdivision/lot line change and has frontage on East Birch Lane;

WHEREAS, CHRISTOPHER D. FRALIC and IRMA I. FRALIC (the “Fralics”) are the owners of a certain tract of land located at 8700 Montgomery Avenue in Springfield Township, Montgomery County, Pennsylvania, and which tract is more particularly identified as Montgomery County Tax Parcel No. 52-00-11896-00-4 (the “Fralic Property”), which is subject to a reverse subdivision/lot line change and has frontage on East Birch Lane;¹ and

WHEREAS, 501 Birch and the Fralics (hereinafter, collectively the “Grantors”), for and in consideration of **One Dollar (\$1.00)**, desire to dedicate to Springfield Township (“Grantee”) for public use and enjoyment the rights-of-way along the East Birch Lane of the Birch Property and the Fralic Property; and

WHEREAS, the Grantee, by accepting the Deed of Dedication and recording said Deed and this Resolution, accepts the parcel of ground from the Birch Property more particularly described in Exhibit “A” attached hereto and made a part hereof, as and for a public street, road, highway, trail, sidewalk, or utilities; and

WHEREAS, the Grantee, by accepting the Deed of Dedication and recording said Deed and this Resolution, accepts the parcel of ground from the Fralic Property more particularly described in Exhibit “B” attached hereto and made a part hereof, as and for a public street, road, highway, trail, sidewalk, or utilities.

NOW, THEREFORE, BE IT RESOLVED, that:

1. The Board of Commissioners of Springfield Township accepts the Deed of Dedication for the described portion of the 501 Birch Property, as more particularly described in Exhibit “A”, to have and to hold, forever, as for public streets, roads, highways, trails, sidewalks, or utilities, together with the sanitary sewer lines constructed thereunder (if any),

¹ The Fralic Property is a corner lot which also has frontage on Montgomery Avenue, being its primary frontage.

and with the same effect as if the said streets, roads, highways, trails, sidewalks or utilities had been opened by a Decree of Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania.

2. The Board of Commissioners of Springfield Township accepts the Deed of Dedication for the described portion of the Fralic Property, as more particularly described in Exhibit "B", to have and to hold, forever, as for public streets, roads, highways, trails, sidewalks, or utilities, together with the sanitary sewer lines constructed thereunder (if any), and with the same effect as if the said streets, roads, highways, trails, sidewalks or utilities had been opened by a Decree of Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania

APPROVED this 15th day of September 2021, by the Board of Commissioners of Springfield Township for acceptance and recording.

SPRINGFIELD TOWNSHIP

By:

Baird M. Standish, President

Board of Commissioners

Attest:

A. Michael Taylor, Secretary

Prepared By: James J. Garrity, Esquire
Scott C. Denlinger, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Return To: Same as above

Parcel No.: 52-00-01906-00-4

DEED OF DEDICATION

East Birch Lane Ultimate Right-of-Way

THIS INDENTURE is made this 14th day of April, 2021,

FROM

501 BIRCH LLC, a Pennsylvania limited liability company having a registered address at 8700 Montgomery Avenue, Wyndmoor, Pennsylvania 19038 (hereinafter collectively referred to as "Grantor"), of the one part,

TO

SPRINGFIELD TOWNSHIP, 1510 Paper Mill Road, Wyndmoor, Pennsylvania 19038 (hereinafter called "Grantee"), of the other part;

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has dedicated and by these presents does dedicate for public use and enjoyment as and for a public street, road or highway, sidewalk, trail, utilities and other public improvements, together with any sidewalks or trails thereon and sanitary sewer lines and storm sewer lines constructed thereunder, unto the said Grantee, its successors and assigns.

ALL those certain tracts or parcels of ground situate in Springfield Township, Montgomery County, Pennsylvania, more particularly described in the legal description attached hereto and made a part hereof as Exhibit "A".

TO have and to hold the tract or parcel of land above described and hereby dedicated, or mentioned and intended to be, unto the said Grantee, its successors and assigns, forever, as and for a public street, road, highway, sidewalk, trail, utilities or other public improvements, together with any sidewalks or trails thereon (if any) and sanitary sewer lines and storm sewer lines constructed thereunder, and for no other use or purpose whatsoever, and to the same extent and with the same effect as if the said public street, road, highway, sidewalk, trail, utilities or other public improvements had been approved by a Decree of the Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and pursuant to the laws of the Commonwealth of Pennsylvania.

AND the said Grantor, its successors and assigns, does by these presents, covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither it, the said Grantor, nor its successors and assigns, shall or will at any time hereafter ask, demand, recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading of the said public street, road, highway, sidewalk, trail, utilities or other public improvements to grade as now established, and if such grade shall not be established at the date of these presents, that neither it, the said Grantor, nor its successors and assigns, shall or will at any time thereafter ask, demand, recover or receive any damages by reason of the physical grading of the public street, road, highway, sidewalk, trail, utilities or other public improvements to conform with the grades as first thereafter established or confirmed according to law.

AND the said Grantor, for itself and its successors and assigns, does covenant, promise and agree to and with the said Grantee, its successors and assigns, that it, the Grantor, has not heretofore done or committed any act, matter or thing whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged, or encumbered in title, charge, estate or otherwise howsoever.

AND the said Grantor, for itself and its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that it, the said Grantor, shall and will warrant and forever defend the hereinabove described tract or parcel of land against it, the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it or any of them.

AND the Grantee, by accepting and recording this Deed, accepts the tract or parcel of ground described herein as and for a public street, road, highway, trail, sidewalk, utilities and other public improvements.

THIS INSTRUMENT IS EXEMPT FROM TRANSFER TAX AS A TRANSFER TO A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA BY DEDICATION IN ACCORDANCE WITH 61 PA.CODE §91.193(b)(1)(ii).

IN WITNESS WHEREOF, the Grantor has caused this Deed to be signed on the day and year first above written.

GRANTOR:

501 BIRCH LLC

By: Irma Iralic, member
Name: IRMA IRALIC
Title: member

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Montgomery :

On this, the 14th day of April, 2021, before the undersigned officer, personally appeared Erna Fratic known to me or satisfactorily proven to be the Member of 501 Birch LLC, and as such officer, being duly authorized to do so, executed the within instrument on behalf of the company for the purposes therein contained by signing the name of the corporation by herself as such officer.

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

Lori B. Liebsch
Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
LORI B LIEBSCH - Notary Public
Montgomery County
My Commission Expires Jul 16, 2024
Commission Number 1373170

The address of the above-named Grantee is:
1510 Paper Mill Road
Wyndmoor, PA 19038

On behalf of Grantee

501 Birch Property Legal Description

EXHIBIT "A"

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

REQUIRED RIGHT OF WAY TO BE DEEDED TO SPRINGFIELD TOWNSHIP
BY IRMA I. FRALIC
501 E. BIRCH LANE TPN 52-00-01906-00-4
SPRINGFIELD TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN parcel or tract of land designated as required right of way to be deeded to Springfield Township, SITUATE in the Township of Springfield, County of Montgomery and Commonwealth of Pennsylvania bounded and described in accordance with a Plan titled Minor Subdivision Plan of 501 E. Birch Lane, depicting Right-of-Way to be deeded to the Township by Irma I. Fralic. 501 E. Birch Lane, dated May 12, 2020 and last revised October 28, 2020 as prepared by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

BEGINNING at a point on the Northwesternly ultimate right-of-way line of E. Birch Lane (40' wide at this point with the widening of 7.30' on the Northwesternly side) said point being a corner of Parcel 'A' as shown on the above referenced plan, said point at a distance of one hundred twenty-seven and ninety-six one-hundredths feet (127.96) measured South thirty-six degrees five minutes zero seconds West (S36° 05' 00"W) from a point of curvature said point also being at a distance of thirty-eight and ten one-hundredths feet (38.10') on the arc of a circle curving to the right with a radius of thirty and no one-hundredths feet (30.00'); THENCE from point of beginning South thirty-nine degrees forty-two minutes zero seconds East (S39° 42' 00"E) seven and fifty-three one-hundredths feet (7.53) to a point on the legal right-of-way; THENCE along the legal right-of-way South thirty-six degrees five minutes zero seconds West (S36° 05' 00"W) fourteen and forty one-hundredths feet (14.40') to a point; THENCE across the bed of E. Birch Lane South nine degrees forty-two minutes zero seconds East (S9° 42' 00"E) forty-five and seventy-three one-hundredths feet (45.73') to a point on the Southeast legal right-of-way line of E. Birch Lane; THENCE along the Southeast legal right-of-way South thirty-five degrees forty-seven minutes thirty seconds West (S35° 47' 30"W); two hundred three and thirty-one one-hundredths feet (203.31) to a point; THENCE across the bed of E. Birch Lane North twenty-one degrees forty-one minutes forty seconds West (N21° 41' 40"W) forty-seven and forty-three one-hundredths feet (47.43') to a point on the Northwesternly ultimate right-of-way; THENCE the two following courses and distances: 1) North thirty-five degrees forty-seven minutes thirty seconds East (N35° 47' 30"E) one hundred ninety-two and sixty-nine one-hundredths feet (192.69') to a point; 2) North thirty-six degrees five minutes zero seconds East (N36° 05' 00"E) thirty-three and forty-seven one-hundredths feet (33.47') to point and place of beginning.

BEING required right of way to be deeded to the Township of Springfield.

FAX: (215) 576-7791

PHONE: (215) 887-2165

CHARLES E. SHOEMAKER, INC.
ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

CONTAINING 8,494 square feet or 0.1950 acres.

26519

SP-736

October 28, 2020

Prepared By: James J. Garrity, Esquire
Scott C. Denlinger, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Return To: Same as above

Parcel No.: 52-00-11896-00-4

DEED OF DEDICATION

8700 Montgomery Avenue Ultimate Right-of-Way

THIS INDENTURE is made this 14th day of April, 2021,

FROM

CHRISTOPHER D. FRALIC and IRMA I. FRALIC, adult individuals having a mailing address at 8700 Montgomery Avenue, Wyndmoor, Pennsylvania 19038 (hereinafter collectively referred to as "Grantors"), of the one part,

TO

SPRINGFIELD TOWNSHIP, 1510 Paper Mill Road, Wyndmoor, Pennsylvania 19038 (hereinafter called "Grantee"), of the other part;

WITNESSETH:

THAT the said Grantors, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have dedicated and by these presents do dedicate for public use and enjoyment as and for a public street, road or highway, sidewalk, trail, utilities and other public improvements, together with any sidewalks or trails thereon and sanitary sewer lines and storm sewer lines constructed thereunder, unto the said Grantee, its successors and assigns.

ALL those certain tracts or parcels of ground situate in Springfield Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

TO have and to hold the tract or parcel of land above described and hereby dedicated, or mentioned and intended to be, unto the said Grantee, its successors and assigns, forever, as and for a public street, road, highway, sidewalk, trail, utilities or other public improvements, together with any sidewalks or trails thereon (if any) and sanitary sewer lines and storm sewer lines constructed thereunder, and for no other use or purpose whatsoever, and to the same extent and with the same effect as if the said public street, road, highway, sidewalk, trail, utilities or other public improvements had been approved by a Decree of the Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and pursuant to the laws of the Commonwealth of Pennsylvania.

AND the said Grantors, their heirs, successors and assigns, do by these presents, covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither they, the said Grantors, nor their heirs, successors and assigns, shall or will at any time hereafter ask, demand, recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading of the said public street, road, highway, sidewalk, trail, utilities or other public improvements to grade as now established, and if such grade shall not be established at the date of these presents, that neither they, the said Grantors, nor their heirs, successors and assigns, shall or will at any time thereafter ask, demand, recover or receive any damages by reason of the physical grading of the public street, road, highway, sidewalk, trail, utilities or other public improvements to conform with the grades as first thereafter established or confirmed according to law.

AND the said Grantors, for themselves and their heirs, successors and assigns, do covenant, promise and agree to and with the said Grantee, its successors and assigns, that they, the Grantors, have not heretofore done or committed any act, matter or thing whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged, or encumbered in title, charge, estate or otherwise howsoever.

AND the said Grantors, for themselves and their heirs, successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that they, the said Grantors, shall and will warrant and forever defend the hereinabove described tract or parcel of land against him, the said Grantors, their heirs, successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it or any of them.

AND the Grantee, by accepting and recording this Deed, accepts the tract or parcel of ground described herein as and for a public street, road, highway, trail, sidewalk, utilities and other public improvements.

THIS INSTRUMENT IS EXEMPT FROM TRANSFER TAX AS A TRANSFER TO A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA BY DEDICATION IN ACCORDANCE WITH 61 PA.CODE §91.193(b)(1)(ii).

IN WITNESS WHEREOF, the Grantors have caused this Deed to be signed on the day and year first above written.

GRANTORS:

By: 

Christopher D. Fralic

By: 

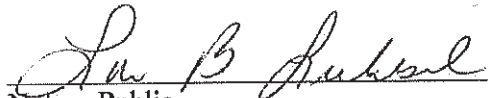
Irma I. Fralic

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this, the 14th day of April, 2021, before me, the undersigned officer, a Notary Public, personally appeared **Christopher D. Fralic**, known to be or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



Notary Public

My Commission Expires:


Commonwealth of Pennsylvania - Notary Seal
LORI B LIEBSCH - Notary Public
Montgomery County
My Commission Expires Jul 16, 2024
Commission Number 1373170

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this, the 14th day of April, 2021, before me, the undersigned officer, a Notary Public, personally appeared **Irma I. Fralic**, known to be or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
LORI B LIEBSCH - Notary Public
Montgomery County
My Commission Expires Jul 16, 2024
Commission Number 1373170

The address of the above named Grantee is:
1510 Paper Mill Road
Wyndmoor, PA 19038

On behalf of Grantee

8700 Montgomery (Fralic Property) Legal Description

EXHIBIT "B"

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

REQUIRED RIGHT OF WAY TO BE DEEDED TO SPRINGFIELD TOWNSHIP
BY IRMA I. FRALIC
E. BIRCH LANE TPN 52-00-11896-00-4
SPRINGFIELD TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN parcel or tract of land designated as required right of way to be deeded to Springfield Township, SITUATE in the Township of Springfield, County of Montgomery and Commonwealth of Pennsylvania bounded and described in accordance with a Plan titled Minor Subdivision Plan of 501 E. Birch Lane, depicting Right of Way to be Deeded to the Township by Irma I. Fralic, E. Birch Lane, dated May 12, 2020 and last revised October 28, 2020 as prepared by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

BEGINNING at a point on the Northwesterly ultimate right-of-way line of Montgomery Ave. (50' wide at this point) at a distance of 38.10 feet measured on the arc of a circle curving to the left having a radius of 30.00 feet from a point on northwesterly side of E. Birch Lane; THENCE on the arc of a circle curving to the left with a radius of three hundred and no one-hundredths feet (300.00') with a cord bearing and distance of South thirty-six degrees fifty-three minutes zero seconds East (S36° 53' 00"E) two and seventeen one-hundredths feet (2.17'), the arc distance of two and seventeen one-hundredths feet (2.17') to a point of cusp; THENCE on the arc of a circle curving to the right with a radius of thirty-seven feet and no one-hundredths feet (37.00') with a cord bearing and distance of South zero degrees thirty-two minutes twenty-two seconds East (S00° 32' 22"E) forty-four feet and fourteen one-hundredths feet (44.14'), the arc distance of forty-seven and thirty one-hundredths feet (47.30') to a point of tangency; THENCE South thirty-six degrees five minutes zero seconds West (S36° 05' 00"W) one hundred twenty-two and forty one-hundredths feet (122.40') to a point on the legal right-of-way of E. Birch lane; Thence North thirty-nine degrees forty-two minutes zero seconds West (N39° 42' 00"W) seven and fifty-three one-hundredths feet (7.53') to a corner of 501 E. Birch Lane & Christopher D. & Irma I. Fralic (40' wide at this point with the widening of 7.30' on the Northwesterly side); Thence along the ultimate right-of-way of E. Birch and lands of Christopher D. & Irma I. Fralic; North thirty-six degrees five minutes zero seconds East (N36° 05' 00"E) one hundred twenty-seven and ninety-six one-hundredths feet (127.96') to a point of curvature; THENCE on the arc of a circle curving to the left with a radius of thirty and no one-hundredths feet (30.00') with a chord bearing and distance of North zero degrees seventeen minutes forty-eight seconds West (N00° 17' 48"W) thirty-five and fifty-nine one-hundredths feet (35.59'), the arc distance of thirty-eight and ten one-hundredths feet (38.10') to point and place of beginning.

FAX: (215) 576-7791

PHONE: (215) 887-2165

CHARLES E. SHOEMAKER, INC.
ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

BEING required right of way to be deeded to the Township of Springfield.

CONTAINING 1,047 square feet or 0.0240 acres.

26519

SP-736

October 28, 2020

Mr. Harbison, Chairman of Internal Affairs and Library Committees:

1. Township Manager's Report – discuss operational issues as outlined in the Monthly Report
2. September Bill Listing – review and approve the monthly bill listing and check reconciliation of previous month
3. Budget Meeting Schedule – announce the 2022 Budget Meeting Schedule
4. Resolution No. 1543 – 2022 Pension Fund MMOs
5. Township Auditors – review the engagement letter from Bee Bergvall and Co., township auditors, and consider appointment
6. Service and Retirement Resolutions:
 - a. Resolution No. 1544 – Donald G. Sirianni, Jr., Public Works Director
 - b. Resolution No. 1545 – Glenn A. Schaum, Township Commissioner
 - c. Resolution No. 1546 – Donald E. Berger, Jr., Township Manager

MEMORANDUM

TO: J.T. Harbison
FROM: A.M. Taylor
SUBJECT: 2022 Budget Schedule
DATE: September 8, 2021

Below is the tentative budget schedule through the adoption of the 2022 Budget. As a part of your September 15, 2021 business meeting, you may wish to make an announcement with regard to the following meetings:

<u>Purpose</u>	<u>Date</u>	<u>Time</u>
Meetings with Support Agencies <i>(fire, ambulance, planning invited)</i>	9/22/2021	7:00 PM
Budget Workshop	10/20/2021	7:00 PM
Budget Presentation	11/10/2021	7:30 PM
Budget Hearing	12/8/2021	7:30 PM
Budget Adoption	12/8/2021	7:30 PM

All meetings will be held at the Springfield Township Building, 1510 Paper Mill Road, Wyndmoor PA 19038.

We anticipate that the budget books will be delivered to the Board of Commissioners on or about October 15, 2021. The budget presentation, budget hearing and budget adoption will be held as part of the regular business meetings in November and December, respectively.

AMT:cmt
9/8/2021

RESOLUTION NO. 1543

WHEREAS, Act No. 205 of 1984 of the Commonwealth of Pennsylvania, known as the Municipal Pension Plan Funding Standard and Recovery Act, requires that municipalities adopt at their September meetings a budget estimate for the ensuing year of municipal costs associated with Employee Pension Plans;

WHEREAS, Duda Actuarial Consulting, Pension Plan Consultant, has prepared and submitted actuarial funding projections for the Police, Salaried and Hourly Pension Plans outlining plan costs for each of the three Township pension plans.

NOW, THEREFORE, BE IT RESOLVED: That based upon the attached actuarial funding calculations for the Police, Hourly and Salaried Employees Pension Plans, the Board of Commissioners of Springfield Township will make the appropriate provisions in its 2022 proposed budget to cover the costs associated with funding the Police, Hourly and Salaried Employees Pension Plans for the year 2022.

ADOPTED this 15th day of September, 2021.

BOARD OF COMMISSIONERS OF
SPRINGFIELD TOWNSHIP

By: _____
Baird M. Standish, President

ATTEST:

A. Michael Taylor, Secretary

RESOLUTION NO. 1544

A RESOLUTION HONORING AND THANKING DONALD G. SIRIANNI, JR. FOR HIS SERVICE TO SPRINGFIELD TOWNSHIP, MONTGOMERY COUNTY

WHEREAS, in 1972, Donald G. Sirianni, Jr. (Don), a seventeen year old Springfield Township High School student, was hired by Springfield Township as a part-time seasonal laborer in the Public Works Department; and

WHEREAS, on January 1, 1975, Don became a full time member of the Springfield Township Public Works Department performing every function within the Department including laborer, truck driver, inspector and Assistant Director of Public Works; and

WHEREAS, in 2013, Don was promoted to the position of the Director of Public Works and became a member of the senior management team for Springfield Township; and

WHEREAS, during his tenure as Director of Public Works he created a team atmosphere among the employees; focused on effective systems of service delivery; strived to instill efficiencies in all operations; updated equipment, buildings and public facilities; and

WHEREAS, Don served on countless civic and professional boards, commissions and emergency agencies thereby gaining the respect of his peers and colleagues; and

WHEREAS, Don played an integral part in the design and construction of the new Springfield Township municipal complex; and

WHEREAS, Don's public service extends beyond his employment with the Township as a member of the Oreland Volunteer Fire Company No. 1 since 1974, where he has served as Deputy Chief since 1992 and Treasurer since 1988; and

WHEREAS, whether he was assisting in the management of a response to an emergency condition within the Township, preparing a facility for a community celebration, or supporting a volunteer athletic association, he did so fully, without hesitation and without recognition; and

WHEREAS, Mr. Sirianni was required to be away from his wife Laura, and children Andrew and Christina, on many nights, weekends and holidays in order to serve Springfield Township.

NOW, THEREFORE, BE IT RESOLVED: That the Board of Commissioners does hereby recognize, commend and wholeheartedly thank Mr. Sirianni for forty nine years of dedicated service to the Springfield Township community, and also extends best wishes to Don and his family in retirement.

UNANIMOUSLY ADOPTED this 15th day of September 2021.

BOARD OF COMMISSIONERS OF
SPRINGFIELD TOWNSHIP:

By: _____
Baird M. Standish, President

ATTEST:

A. Michael Taylor, Secretary

RESOLUTION NO. 1545

WHEREAS, Glenn A. Schaum has been a resident of Springfield Township for nearly fifty years, and

WHEREAS, Mr. Schaum was an active member of the community in many ways including, but not limited to, the Oreland Volunteer Fire Company and Oreland Town Watch, and

WHEREAS, Mr. Schaum was sworn in as a member of the Board of Commissioners of Springfield Township in 1998, faithfully serving for twenty-two years as the representative for Ward 3, and

WHEREAS, during his term, Mr. Schaum served as the President and Vice President of the Board, and the Chairman of the Public Safety and Public Works Committees, and

WHEREAS, Mr. Schaum's twenty-two years of service stands today as the longest consecutive term of any member of the Board of Commissioners dating to 1904, and

WHEREAS, in 2011 Mr. Schaum was recognized by the Montgomery County Public Works Association as the recipient of the William Stewart Award for outstanding service, and

WHEREAS, his fellow Commissioners and Township staff relied on his leadership skills acquired as an officer of the fire company, and his expertise in emergency management to ensure the safety of the Springfield Township community, and

WHEREAS, the Board of Commissioners has recruited Glenn to continue his service to the community as an alternate member of the Police Civil Service Commission, and

WHEREAS, Mr. Schaum was committed to the long term sustainability of Springfield Township, leading the Township through the master planning, construction and financing plan for its new municipal campus, as well as the creation of an Emergency Management Response Plan and an emphasis on stormwater management, and

WHEREAS, Glenn will always be a mentor and friend to the leaders in the Springfield Township community.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Springfield Township, Montgomery County, Pennsylvania, joins the Springfield Community in recognizing the contributions and the outstanding leadership of Glenn A. Schaum in our community.

UNANIMOUSLY ADOPTED this 15th day of September 2021.

BOARD OF COMMISSIONERS OF
SPRINGFIELD TOWNSHIP

By: _____
Baird M. Standish, President

ATTEST:

A. Michael Taylor, Secretary

RESOLUTION NO. 1546

**A RESOLUTION HONORING AND THANKING DONALD E. BERGER, JR.
FOR HIS SERVICE TO SPRINGFIELD TOWNSHIP, MONTGOMERY
COUNTY**

WHEREAS, Donald E. Berger, Jr. (Don) was hired as the Springfield Township Code Enforcement Officer in 1980 and served in that position until 1983; and

WHEREAS, in 1983, Don was promoted to the position of Assistant Township Manager, a position he held until December 1989; and

WHEREAS, Don was appointed as Township Manager/Secretary effective January 1, 1990, and faithfully served in this position until his retirement in July, 2019, and

WHEREAS, during his tenure as Township Manager, Don also served as the Township's Emergency Management Coordinator, calmly steering the Township through countless snow storms, flood events and other natural and man-made disasters, and

WHEREAS, Don was responsible for creating one of the first curbside recycling programs in the Commonwealth to serve Springfield Township, which served as a model for other municipalities across the state, and

WHEREAS, Don was asked to, and did humbly serve on various professional commissions, associations and committees to promote good local government, enhance intergovernmental relations and ensure reliable and sustainable public services; and

WHEREAS, Don imparted knowledge and wisdom to those he mentored, compassion and selflessness to those in need, and inspiration and encouragement to those he led; and

WHEREAS, Don's unwavering commitment, and willingness to understand and respond to the concerns of the residents of Springfield Township, has made a substantial contribution to the betterment of the Township of Springfield, and

WHEREAS, Don gained the unqualified respect of all Commissioners of Springfield Township, past and present, through his professional management and personal demeanor, and

WHEREAS, Don and his lovely wife Debbie are life-long residents of Springfield Township, where they chose to raise their three bright, caring children in their likeness.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Springfield Township, Montgomery County, does hereby recognize, commend and thank Donald E. Berger, Jr. for thirty-nine years of dedicated service to the Springfield Township community, and also extends its best wishes for a long, healthy, and happy retirement.

UNANIMOUSLY ADOPTED this 15th day of September 2021.

BOARD OF COMMISSIONERS OF
SPRINGFIELD TOWNSHIP:

By: _____
Baird M. Standish, President

ATTEST:

A. Michael Taylor, Secretary

Mr. Wilson, Chairman of Cultural and Environmental Resources Committee:

1. Recycling Report – review monthly activities
2. Noise Pollution – consider suggestions to limit the decibel levels for lawn equipment as well as to limit the hours of operation of portable generators

**RECYCLING REPORT
STATISTICAL DATA
FOR THE MONTH OF AUGUST 2021**

	<u>THIS MONTH</u>	<u>YEAR TO DATE</u>	<u>2021 BUDGET</u>
Materials Collected (tons)			
Single Stream Recyclables	160.38	1,468.53	2,277.4
Householder Participation			
No. of Curb Stops	20,020	188,884	296,539
Percent of Total (7,200)	69.5	77.2	79.0
Avg. Lbs. per Curb Stop	16.0	15.6	15.4
Sales Value of Recyclables (net)			
Single Stream Recyclables +\$12.69**	2,035.22	(61,439.69)	(230,085.72)
Disposal Savings/Cost Avoidance			
Covanta Tipping Fee @ \$60.81	9,752.71	89,301.31	138,488.69
State Performance Grant			
Prorated Annual Award	1,389.78	11,127.24	24,436.57
Grand Total Sales/Savings	13,177.71	38,988.86	67,160.46
Cost of Collection (prorated)			
Labor and Overhead	(24,355.83)	(194,846.64)	(295,627.00)
Equipment Cost	(3,892.08)	(31,136.64)	(46,705.00)
General Expense/Recycling Center	(83.33)	(666.64)	(1,000.00)
Total Cost	(28,331.24)	(226,649.92)	(343,332.00)
Net Income and Saving	(15,153.53)	(187,661.06)	(410,492.46)

** Disposal rate adjusts monthly based upon market conditions



Chloe Eudaly, *Commissioner*
 Suk Rhee, *Director*
 1221 SW 4th Avenue, Room 110
 Portland, OR 97204
 Phone: 503-823-4519
portlandoregon.gov/noise



Livability Services – Noise Control Program – 503-823-7350

Portland’s Approved Leaf Blowers

Per Portland Code 18.10.035 – List Updated December 2019

The following is Portland Oregon’s list of approved leaf blowers permitted for use in the City of Portland. There are two primary categories for leaf blower use in the City of Portland. One is the more restrictive 65 dBA (ANSI B175.2-2000) standard for warmer months from March 1st to October 31st each year. The second category is the 70 dBA (ANSI B175.2-2000) standard for the fall / winter season from November 1st to February 28th. The City has recognized the need for a more powerful blower to move leaves in our wet fall season.

Please note that any leaf blower that complies with the 65 dBA noise standard is approved for use year-round.

Additions to the list will be made by the City after review and confirmation of submitted ANSI test results. Manufacturers are welcome to supply the City with third-party compliance testing information at any time they feel a new unit is ready to be added to our improved leaf blower list for operation in the City of Portland.

Electric and / or Battery Powered Blowers:

Manufacturer	Model Number and Notes	65 dBA Approved for use year-round	70 dBA Approved for use Nov 1 to Feb 28	Handheld	Backpack
Toro Company	Craftsman 225 blower/ vacuum (99255)	Blower mode	Vacuum / velocity inset mode	●	
	Toro 51574 Rake and Vac	Blower mode	Vacuum mode		
	Toro 51585 Power Sweep	●		●	
	Toro 51586 Power Sweep	●		●	
	Toro 51592 Super Blower	Blower mode	Vacuum mode	●	
	Toro 51599 Ultra Blower	Blower mode	Vacuum mode	●	
	Toro 51602 *	Blower mode w/power tube	Vacuum/Blower mode w/out power tube	●	
	Toro 51609 *	Blower mode w/power tube	Vacuum/Blower mode w/out power tube	●	
Husqvarna Outdoors Products	The weed eater EBV 200W Also labeled as: Sears models: 358-748220; 358-748240; 358-748260; 358-799390; 944-511710; 944-516710; 358-799400 EBV 225, EBV 210, EBV 215, EBV-VS WEBV 215, EBV 200, WEB 200		●	●	●

Continued on next page

Electric and / or Battery Powered Blowers (continued):

Manufacturer	Model Number and Notes	65 dBA Approved for use year-round	70 dBA Approved for use Nov 1 to Feb 28	Handheld	Backpack
Husqvarna Outdoors Products	The weed eater WEB 150 Also labeled as: Sears model 358-748200 Sears model 944-517700 WEB 160, WEB 155	•		•	
Stihl	BGE 60	•		•	
	BGE 61	•		•	
	BGE 71	•		•	
Homelite	P2101	•		•	
	UT42100	•		•	
Suzhou Percision Machinery Co., LTD	Oregon Blount BL300 (battery)	•		•	
ECHO/ Yamabiko (Shindaiwa)	Shindaiwa EB600RT (battery)	•		•	
Dewalt	Dewalt DCBL 590	•			
	Dewalt DCBL 790		•		
Makita	UB360D	•		•	
	XBU01	•		•	
	XBU02	•		•	
	XBU03	•		•	

Gas-Powered Blowers :

Manufacturer	Model Number and Notes	65 dBA Approved for use year-round	70 dBA Approved for use Nov 1 to Feb 28	Handheld	Backpack	
ECHO Inc	PB-250		•	•		
	PB-251		•	•		
	PB-255	With fan pipe		With round pipe	•	
	PB-250 LN*			•	•	
	PB-265L	•			•	
	PB-460 LN			•	•	
	PB-500T			•	•	
	PB-760 LN*	With all tube attachments (3)		With 2 or fewer attachments		•
	ES-255			•	•	
	PB-2520			•	•	
	EB-212			•	•	
	PB-2620			•	•	

Gas-Powered Blowers (continued):

Manufacturer	Model Number and Notes	65 dBA Approved for use year-round	70 dBA Approved for use Nov 1 to Feb 28	Handheld	Backpack
ECHO/ Yamabi ko (Shindaiwa)	EB2510		•	•	
	EB254		•	•	
	EB3410		•	•	
	EB344		•	•	
	EB252		•	•	
	EB212		•		
	EB262		•	•	
Homelite	UT08520		•	•	
	UT08550		•	•	
	UT08581		•		
Husqvarna Outdoor Products	Redmax EBZ3000		•		•
	Redmax EBZ5100Q		•		•
Ryobi	RY08548		•	•	
	RY08552		•	•	
	RY08576		•		•
	RY08578		•		•
	RY09600		•		•
Stihl	BG 45 C Z KAT	•		•	
	BG 66 L	•		•	
	BG 66 Z*	•		•	
	BGA 85*	•		•	
	SH 86 CZ*	•		•	
	BR 500*	•			•
	BG 55		•	•	
	BG 56		•	•	
	BG 56 Z*		•	•	
	BG 85 C Z KAT		•	•	
	BG 86, BG 86 Z*		•	•	

Continued on next page

December 2019 Update to Portland Leaf Blower List

Gas-Powered Blowers (*continued*):

Manufacturer	Model Number and Notes	65 dBA Approved for use year-round	70 dBA Approved for use Nov 1 to Feb 28	Handheld	Backpack
Stihl	SH 55		•	•	
	BR 200*		•		•
	SH 56		•	•	
	SH 85		•	•	
	SH 86		•	•	
	SH 85 C Z KAT		•		•
Makita	BHX2500CA		•		•

If your company has a leaf blower that has been tested and meets the criteria for inclusion on this list, please forward the information including certified testing results to the Noise Control Office at:

Attn: Leaf Blower Updates

Noise Control, Office of Community & Civic Life
 1221 SW 4th Ave., Rm. 110
 Portland, OR 97204

If you wish to contact our office by phone, please call **503-823-7350**.

Mr. Graham, Chairman of Parks and Recreational Resources Committee:

1. Resolution No. 1547 – PECO Green Region Program – authorize a grant application for a township-wide trail study

RESOLUTION NO. 1547

**A Resolution Authorizing Application to the
2021 PECO Green Region Open Space Program for the
Development of a Community-Wide Trail Study**

WHEREAS, the Township of Springfield intends to coordinate with the Montgomery County Planning Commission for the development of a community-wide trail study in fiscal year 2022; and

WHEREAS, the Springfield Township Board of Commissioners desires to enhance pedestrian safety, increase trail access and opportunities, enhance the connectivity, walkability, and bikeability of the community through the development of community-wide trail system; and

WHEREAS, a community-wide trail study may be undertaken as part of Springfield Township's municipal planning assistance contract with the Montgomery County Planning Commission and that the Commission routinely offers plan and study development services; and

WHEREAS, the Township has received and understands the 2021 PECO Green Region Open Space Program Guidelines; and

WHEREAS, the Township desires to apply to the PECO Green Region Open Space Program for a grant for the purpose of carrying out this project; and

NOW, THEREFORE, BE IT RESOLVED: that the Board of Commissioners of Springfield Township, Montgomery County, Pennsylvania, hereby authorizes application to the PECO Green Region Open Space Program requesting up to \$5,000 to fund the development of a community-wide trail study with the Montgomery County Planning Commission; and

BE IT FURTHER RESOLVED, THAT, if the application is granted, the Township commits to the expenditure of matching funds totaling 50% of the total project cost.

UNANIMOUSLY ADOPTED this 15th day of September, 2021.

BOARD OF COMMISSIONERS OF
SPRINGFIELD TOWNSHIP

By: _____
Baird M. Standish, President

Attest: _____
A. Michael Taylor, Secretary

Mr. Maxwell, Chairman of Public Safety Committee:

1. Police Survey – receive a presentation summarizing the results of a survey to solicit perceptions of police-community relations
2. Entry Level Police Officer – consider the appointment of an entry level police officer
3. Willow Grove Avenue/Traymore Avenue – review a recommendation from the Traffic Safety Officer in response to a request to improve the pedestrian crossing at the subject location
4. Resolution No. 1548 – traffic signal maintenance agreement – authorizing the execution of a township wide traffic signal maintenance agreement with PennDOT

Perceptions of Police-Community Relations

—
Springfield Township, PA
September, 2021

1

Overview/Agenda

1. Background of the survey
2. Methods
3. Survey Results
4. Open-Ended Feedback
5. Limitations
6. Conclusions & Future Directions

2

Background

- Researchers & Springfield Township residents/parents
 - Dr. Erin McCrossan Cassar, Temple University & School District of Philadelphia, erin.cassar@temple.edu
 - Dr. He Len Chung, The College of New Jersey, chung@tenj.edu
 - Dr. Rachael Groner, Temple University, rachael.groner@temple.edu
- Worked closely with a range of stakeholders on survey development, question wording, and recruitment/dissemination
 - Representatives of Multicultural Parents Association (school district parent group)
 - Cheltenham branch of the NAACP
 - Springfield Township Commissioners & Township Manager
 - <https://www.springfieldmontco.org/newsletter/>
 - Chief Pitkow, Springfield Township Police Department (STPD)



Purpose

- To understand residents' views of police-community interactions in Springfield Township
- To inform the functioning of the Springfield Township Police Department
- To contribute to positive working relationships and communication between our police and community members

What this survey is NOT:

- Is NOT a performance evaluation
- Is NOT a citizen review board or anonymous tip line
- Does NOT analyze police department data

Method

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Method overview

- What the survey measures*
 - Mix of closed (multiple-choice) and open-ended questions
 - Sense of resident safety
 - *Perceptions* of policing “outcomes” and “quality”(variables from previous research) linked to positive police-community working relationships: fairness; compassion; competence; legitimacy; satisfaction
- How data were collected (March 5 - May 5, 2021)
 - Protocol approved by Temple’s Institutional Review Board (IRB) to ensure fairness and protect participant rights
 - Anonymous survey distributed electronically primarily
 - Limited to residents at least 18 years old (difficult to obtain parental consent in an anonymous survey open to the public)

*Link to survey: <https://drive.google.com/file/d/1MoGqCJYiDNwnhYGB2IJlfyqSEPXTpfDy/view?usp=sharing>

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Participant Demographics (Total Sample: $N = 609$)

Does the sample represent Springfield Township (ST) residents?*

- Only 3% of ~20,000 ST residents but sample is generally representative
- Table shows comparison (gray boxes indicate overrepresentation)
- Varying levels of missing data, especially for race/ethnicity (missing for 4% of the sample)

Average age of residents: 54 years old (range: 18 – 91 years old)

	Sample	ST*
Wyndmoor resident	41%	29%
65 years old +	25%	22%
Female	63%	55%
White/Caucasian only	84%	82%
Black/AA only	7%	10%
Mixed/other race	4%	6%

*Information about Springfield Township residents obtained from US Census Quick Facts: <https://www.census.gov/quickfacts/springfieldtownshipmontgomerycountypennsylvania>

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Analysis Strategy

Collected and analyzed two types of data

- Quantitative: closed-ended survey questions (e.g., questions with multiple choice options)
 - Qualitative: open-ended questions (e.g., participants write responses)
1. Quantitative responses
 - Generated descriptive statistics to summarize overall findings and compared group responses using inferential statistics*
 - Gender groups (male and female)
 - Race/ethnicity groups (only White/Caucasian and Black/African American-AA**)
 - Age groups (under 65 years old and 65 years old +)
 2. Qualitative responses
 - Researchers developed codebook; coded responses using Dedoose data analysis software
 - Summary information presented for themes that emerged from responses

*See video embedded in the complete slide deck for information about descriptive and inferential statistics.

**There were too few participants in the other racial/ethnic groups to conduct valid group comparisons (using a p value of .05 to identify statistical significance). Thus, only White/Caucasian and Black/AA residents were included in group comparison analyses.

Survey Results

(multiple choice questions)

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SUMMARY (see complete slide deck for detailed results)

	OVERALL	Race/Ethnicity	Gender)	Age
Perceptions of safety				
During day	Very Safe	AA less safe	--	--
At night	Very Safe	--	Women less safe	--
Perceptions of police interactions				
Police-initiated contact	Satisfied	AA less satisfied	--	--
Resident-initiated help	Satisfied	--	--	Young less satisfied
Making reports to ST Police				
Victim of crime & did <u>not</u> report	No	--	--	--
Future crime (personal)	Yes	AA less likely	--	Young less likely
Future suspicious activity	Yes	AA less likely	--	Young less likely

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All residents were more hesitant to report suspicious activity (compared to witnessing or experiencing a crime). Commenters who would/wouldn't call to report crime/suspicious activity say...

They would call because they feel it is their duty and reporting might help solve a crime, and they trust STPD to handle it well.

- *I feel confident the police will show up in a timely manner and do their best to resolve the issue. (47yo WF)*
- *It's important to report any crime because it could provide a "puzzle piece" for another investigation to get solved. (47yo WF)*
- *Unreported crimes cannot be solved. (74yo BF)*

They would NOT call because of their fear that STPD will be biased based on race and/or use excessive force

- *I would be hesitant to report incidents to STPD because of the demographic on their force. (20yo BF)*
- *I have some misgivings after watching police interact with young black men in the neighborhood. (46yo WM)*
- *I would be hesitant to report suspicious activity if it involved young Black children to STPD due to previous knowledge of unfair treatment of them (71yo WF)*
- *I would not want excessive force used on anyone, especially kids or people of color. (37yo WF)*

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Perceptions of Policing (How Was this Measured?)

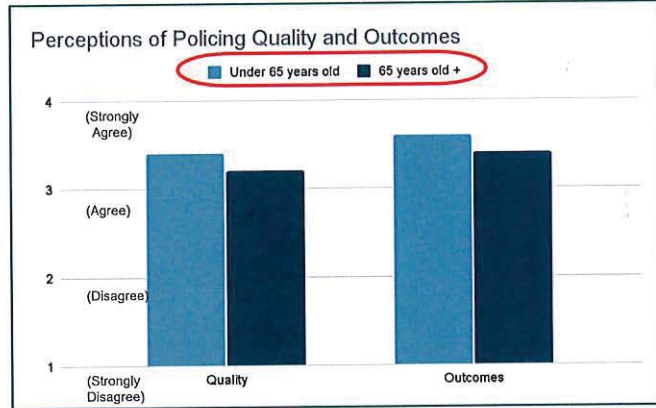
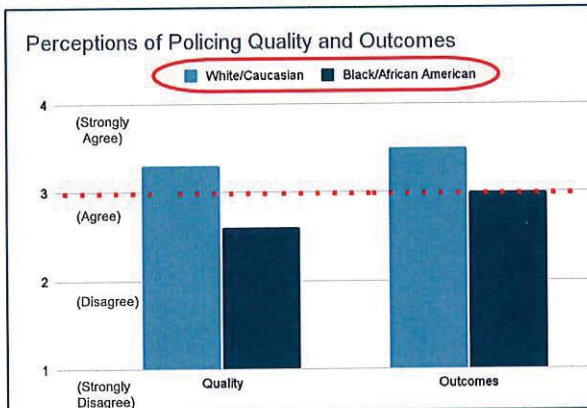
- **Quality:** average of 11 statements (with strong scale reliability*). **Sample:**
 - STPD is clear, transparent, and open in their interactions with community members.
 - I believe that STPD enforces the laws fairly.
 - I believe that STPD police treat everyone equally.
 - I believe that STPD police use good personal judgment when carrying out their duties.
- **Outcomes:** average of 8 statements (with strong scale reliability*). **Sample:**
 - STPD has a visible presence in my community.
 - I feel comfortable seeking help from STPD.
 - STPD helps make my community safe.
 - STPD helps residents when needed.
- Perception scores ranged from 1 (*Strongly Disagree*) to 4 (*Strongly Agree*).
 - Higher scores reflect more positive perceptions
 - Scores of 3.0 and higher indicate that residents agree with the statement.

*We created overall scale scores for policing quality and policing outcomes because internal consistency scale reliability analyses suggested that the 11 Quality statements and 8 Outcomes statements, respectively, were related to each other (Cronbach's alpha levels for both scales were greater than .90).

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Perceptions of Policing (Overall Findings)

- Overall positive perceptions of *Quality* (average = 3.25) and *Outcomes* (average = 3.48).
- White/Cauc residents expressed stronger agreement than Black/AA residents.
 - Quality: 3.30 versus 2.65 (below 3.00).
 - Outcomes: 3.50 versus 2.95 (below 3.00).
- Older residents expressed stronger agreement than younger residents.



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Survey Results (open-ended feedback)

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Summary of Open-Ended Comments

Total number of respondents who left one or more comments = 576

Demographics:

- White, n = 502 or 87.2% of those who left comments
- Black/African-American, n = 45 or 7.8%
- Female, n = 378 or 65.2%

Some respondents made comments for only one question, some several, and others all seven.

- Q49 What STPD is doing well (689)
- Q50 Suggestions for improvement (606)
- Q19 Job satisfaction (401)
- Q51 Personal experiences with STPD (327)
- Q23 Expectations for STPD (315)
- Q22 Policing outcomes (230)
- Q52 General comments (202)
- Q62 Resident-initiated interaction (96)
- Q31 STPD-initiated interaction (77)

Most Frequent Codes¹

Satisfaction (1089)

Suggestions for Improvement (670)

Presence/visibility (433)

Dissatisfaction (364)

Comments about Racial Bias (245)

¹Full list of codes included: satisfaction, dissatisfaction, specific action/approach, suggestion for improvement, Chief Pitkow, Officer Boone, hiring/recruitment, presence/visibility, traffic violations, racial bias, listening/understanding, safety, PR/media, mental health, response time, training, community building/relationships, Carson Valley, schools/youth.

Theme: Overall Satisfaction

- Overall, commenters expressed satisfaction for the job STPD is doing.
 - In particular, commenters felt satisfied with the presence and visibility of STPD in the Township, and the quick response time when called. Overall, commenters felt safe.
 - The most frequent concern was about traffic management.
 - *Compared to the townships and city around us, Springfield stands out as a professional and community-based police department. (39yo WM)¹*
 - *All positive. All are friendly and easy to talk to. Always seen in township and at community events.*
 - *Strong community presence & protection. (47yo WF)*
 - *I think they do a phenomenal job at working with the community to keep our area safe. (47yo WF)*
 - *Officer Boone is a standout officer. He has a way of connecting with kids that is successful. (56yo WF)*
 - *I support our police officers. I encourage anyone who says different to throw on a uniform and walk a mile in their shoes. (50yo M)*
 - *I support the police and have police in my family. I do not think that supporting the police and recognizing the need for police reform are mutually exclusive. Police need to do the work the rest of us are trying to do to ensure we are living up to our ideals as a society. (55yo WF)*
 - *My personal experiences with the department have been appropriate but I'm not a person of color...My white positive experience does not negate their terrifying experiences. (44yo WF)*

¹Demographic information is included in many of the quotes: age, race (White, Black, Asian), and gender (Female, Male).

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Theme: Racial Bias Concerns

- Commenters wrote most passionately about racial bias concerns.
 - Commenters shared personal stories regarding STPD, perceptions that STPD may not be listening to valid concerns, and concerns about potential for racial bias in general.
 - Fewer comments were from Black/AA; there were many more concerned White commenters.
 - *Being apart of a mixed race family I have personally seen the members of my family that are of color be racially profiled. (42yo WF)*
 - *Friends who are POC have been pulled over blocks from their homes for ridiculous reasons, and have to explain that they live here. That is unacceptable. (42yo WF)*
 - *It seems like they are not really interested in even acknowledging there are inequities in how they treat Black people in Springfield vs other people. (48yo BF)*
 - *I am also very concerned about the student/police interactions involving the Carson Valley and Springfield Township high school students as it applies to unnecessary and unusually harsh charges for minor infractions and how this plays out regarding race and poverty. (58yo WF)*
 - *I personally witnessed a black man being surrounded by 8 separate police vehicles when he was jogging down the street. It turned out that he was in the middle of a mental health situation that required assistance, but instead of simply helping him get his medication, which the police did do, he was also taken into custody. (58yo WF)*
 - *One of my neighbors of color was challenged by a STPD officer about his right to be in his own home. There should be more training to address racial bias. (69yo WF)*
 - *100% of my personal encounters have been positive. But their communication with the community related to any criticism about bias and profiling, or to other residents' lived experiences, is defensive and tone deaf, which makes me trust them less. (41yo BF)*

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Theme: Suggestions for Improvement

- Residents offered many suggestions for improvement (listed roughly in order of frequency)
 - Traffic enforcement, community-building, especially with youth/schools, leadership & accountability, listening and understanding racial bias, communicating with the public about crime/safety, diversity in hiring & recruitment, and training
 - *I would like to see more speed traps and stop sign running stops. (47yo WM)*
 - *More enforcement of traffic violations. (46yo BM)*
 - *Interacting with people on a more personal level and in a positive situation can go a long way with officers and community members see each other as individuals, not faceless people. (59yo WF)*
 - *Proactive statements about their support for all residents. Proactive release of data indicating equity in performance. A more representative police force that isn't mostly tough white men. (46yo WM)*

Theme: Suggestions for Improvement, cont'd

- *I think that the STPD has the same problems with systemic racism as other police departments and public institutions do... Strengthen ties with communities of color in the Township. Start becoming accountable for systemic racism - take steps to ensure that unconscious bias does not become policy. (69 WF)*
- *All police departments, including STPD, need community member oversight groups to help the police see blind spots of their biases. (58yo WF)*
- *I would want to be sure the police are tracking information so racial profiling is avoided. (71yo WF)*
- *Ways to anonymously report issues which aren't emergency issues. (43yo WM)*
- *Transparency and accountability when it comes to handling complaints about interactions with the community. (42yo BM)*
- *I feel that there is a lack of acknowledgement of potential biases, and kept hearing things like, 'our officers are good people.' My son is black, autistic, large for his age, and can react physically when threatened. I worry for his safety when the department isn't willing to acknowledge potential biases. (38yo WM)*
- *Hold more town halls. Really listen when a resident comes to them with a problem, even if they don't agree it is a 'problem.' (45yo W)*
- *I think they could work harder to diversify their force. And/or to make it more appealing for diverse applicants to serve. (37yo WF)*
- *As a physician, I do not feel that police have enough training in crisis identification and de-escalation, and are quick to respond with how they are trained, which is the use of dominance and force. (38yo WM)*

Key Takeaways

- Overall, most commenters are satisfied with the job STPD are doing.
 - In particular, presence/visibility, response time, and safety were cited as areas in which most are quite satisfied.
 - Commenters greatly appreciated the work STPD does to keep our community safe, and there was much recognition of the dangers and difficulties of being a police officer.
- However, commenters have concerns about racial bias.
 - There were some specific experiences with racial bias, either personal or witnessed.
 - The main concern is whether STPD is open to hearing about potential problems, will listen, and work with the community? Commenters hope and expect STPD to proactively address concerns with empathy and fairness.
 - Commenters also suggested a range of ideas for improving and addressing concerns: diversity in hiring; training on implicit bias, anti-racism, de-escalation tactics and responding to mental health crises; town halls and community conversations; and more accountability.
 - Negative perceptions of police behaviors (wherever they come from) can undermine trust and make us all less safe (police included). Strengthening community relationships so all residents, particularly our Black/AA residents, feel heard, validated, and reassured can help to address negative perceptions, as well as promote effective problem-solving.

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Limitations

- One-sided perspective from residents
 - Police officers and staff were not surveyed
 - Individual perspectives shaped by many factors not considered in this survey, including media coverage
- Limited to 18 and over, so missing youth voice and perspective
- African-Americans underrepresented compared to Township demographics (especially in the group comparison analyses), which limits ability to detect differences
- Too few residents in the other demographic groups to conduct valid comparisons
- Varying amounts of missing data for group comparisons (due to missing demographic information or people not responding to certain questions)
- Anecdotally, we received feedback that some residents didn't respond or even take survey because of concerns about confidentiality
- Researchers' own positionalities and biases

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FAQ & Lit Review

23

Why are community perceptions of the police important?

- Community perceptions of the police are important because it has been shown that people are more likely to cooperate with police efforts to prevent and solve crime when they perceive that the police are trustworthy and legitimate. When there is a loss of trust and police legitimacy, public safety is at risk and the job of policing is more difficult.¹
- Recent (2020) national polling shows that only 48% of people in the US have “a great deal” or “quite a lot” of confidence in the police. Also, the gap between White and Black confidence in the police is at its widest in almost 30 years.²
- People’s perceptions of the police are shaped in many ways, including personal experiences and media coverage. Research shows that media coverage has a strong influence on perceptions of the police, often skewing negative when there has been an instance of police brutality or other injustice.³

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What do other surveys about confidence and trust in the police say?

- Researchers often perform demographic analyses of surveys about the police, and these analyses have been found consistent and valid. A meta-analysis in 2021, for instance, showed that gender, race, age, victimization and fear of crime are statistically significant predictors of dissatisfaction with police.⁴
 - Women, white people and older people report greater levels of trust in the police.
 - Black/AA people, younger people (particularly those aged 7-18), people who are fearful about crime, and people who have been crime victims report lower levels of trust in the police.
 - More research is needed to fully understand the significance of categories such as Hispanic/Latinx, Asian American and other racial/ethnic groups, socioeconomic status and perceptions of crime.

Research Gap: National surveys explain large trends about perceptions of the police, but they tend to focus on urban centers or large regions. Thus, local surveys may improve understandings of perceptions of the police and their relationships within particular communities or regions that are not yet represented in the literature.⁵

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What does the research say about improving police-community relationships?

- Suggestions from the research on improving police-community relationships⁷ include:
 - Police participation in diverse community events, informal meet-and-greets with children/community members, and other opportunities for police officers and the community to meet and develop relationships over time.
 - Ongoing assessment of public perceptions and needs through measures such as surveys (like this one), town halls, listening tours, and focus groups. Resources exist to help make these successful, not divisive (e.g. [The Policing Project of NYU Law School](#)).
 - Sharing of information about officer training on ethics, implicit bias and other issues that may affect social equity in policing; the more the public knows about internal training to support officers, the more likely they are to appreciate and understand what their local police do.
 - Sharing of policing strategies that are specific to the community in which they serve (i.e. on website, on social media, in presentations, at community events); more info about a police department's approach and priorities generally help a community feel safe and that their local police are legitimate.
 - Proactive discussions/meetings about recurring nonviolent crimes and/or social problems to give community members a real seat at the table in finding collaborative solutions; police leaders have professional knowledge about preventing and solving crime, but if the community is at the table, both sides may be and feel better supported.

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What do researchers say about police and implicit bias?

- Implicit biases are unconscious thoughts/feelings of preference or discomfort with a person or group of people. All human beings have implicit biases, but not all of us act on these biases and we may be able to control how they affect us if we're aware of them. Research on police focuses mostly on racial bias; bias based on gender, sexuality, religion and so on are also being studied.
- Experts say that police officers are not necessarily more or less implicitly biased than the general public.⁸
- However, the nature of police work, such as the need to make split-second decisions that may have traumatic consequences, has led experts to conclude that implicit racial bias is a key factor in unjust policing of people of color. Experts recommend implicit bias as a topic of study and discussion within PDs and in research on police and policing.⁹

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Does implicit bias training and/or de-escalation training work?

- Scientists do not yet know if these trainings change real-world behaviors; research is ongoing. However, a two-year study by the International Association of Chiefs of Police (IACP) concludes that these trainings positively affected officer attitudes and that many officers reported using strategies from the trainings in the field. IACP argues that internal police culture needs to change, and implicit bias training is one set of tools but it cannot do it alone. Also, they argue that trainings may need to be more frequent/consistent in order to be effective. Other studies report similar findings and make similar recommendations.¹⁰
- Police officers have said that awareness of implicit bias is helpful in changing police department culture away from an "us vs. them" mentality and toward a climate of officer well-being and support.¹¹
- De-escalation training has been proven useful. For example, de-escalation training of police has been shown to produce slight-to-moderate organizational and individual improvements.¹² Procedural justice training is also cited repeatedly in the literature as valuable in improving police-community relations and promoting transparency.¹³
- Campaign Zero and other police reform organizations strongly recommend training in a variety of areas, not just in implicit bias and de-escalation, such as trainings in procedural justice, appropriate engagement with youth, LGBTQIA+, non-English speaking, and/or disabled people, and crisis intervention and conflict resolution.¹⁴

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What do researchers recommend to improve police accountability?

- Citizen review boards or citizen advisory commissions are common in large cities in the US, but they are not common in smaller/suburban areas. In PA, citizen review boards exist in Philadelphia, Pittsburgh and Harrisburg. In November 2020, voters in Philadelphia approved additional funding and subpoena power to strengthen its citizen review board.
- Researchers and experts generally agree that public reporting about internal accountability efforts and sharing data about issues of concern to the community is good practice.
- A 2016 poll found that only 46% of Americans believe that police are held accountable for wrongdoing.¹⁵ At the same time, surveys of police officers such as one published by Pew in 2017 show that the job of policing is more difficult now than in the past. survey of police officers in 2017 revealed that only 27% believed that fellow officers who consistently do a poor job are held accountable.¹⁶

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What does research tell us about recruiting and hiring a diverse police force?

- Most experts believe that hiring more officers of color will not, by itself, directly translate to equitable treatment of all community members by the police.¹⁷ However, hiring diverse police officers can improve or prevent an “us vs. them” culture, and as such, a diverse police force is a valid goal.¹⁸ Hiring Black/AA police officers in particular has a positive effect on Black/AA attitudes toward police legitimacy.¹⁹
- Recruiting, hiring and training police officers is already difficult, and it is likely to become more difficult in the future. In the *Inquirer* on April 23, 2021, an FOP spokesperson said they soon expected the Philadelphia PD to be “understaffed by several hundred members” due to trouble recruiting and a high number of officers retiring or taking other jobs. This is likely to make the work of suburban PDs more difficult as a result.
- Multiple studies about police and policing speak to the importance of supporting officer well-being and addressing vicarious trauma.²⁰ These resources improve existing police officers’ job satisfaction and confidence in leadership, and in turn, they will benefit the community. The [IACP Vicarious Trauma Toolkit](#) is one of many such evidence-based resources for trauma-informed training and support.

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Endnotes

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19. Cochran, J. & Warren, P. (2012). Racial, ethnic and gender differences in perceptions of the police: The salience of officer race within the context of racial profiling. *Journal of Contemporary Criminal Justice*, 18(2), 206-227, DOI: 10.1177/1043986211425726.
20. E.g. McLean, K. et al. (2020). Police officers as warriors or guardians: Empirical reality or intriguing rhetoric? *Justice Quarterly*, 37(6), 1096-1118, DOI: 10.1080/07418825.1533031.

Turnpike Grade (TG) Curb System

The FG 300 Turnpike Grade Curb features individual low profile curb sections with a single polyurethane post design for unobstructed retro-reflectivity and an extremely durable platform for high speed applications.

Modular Lane Separation System

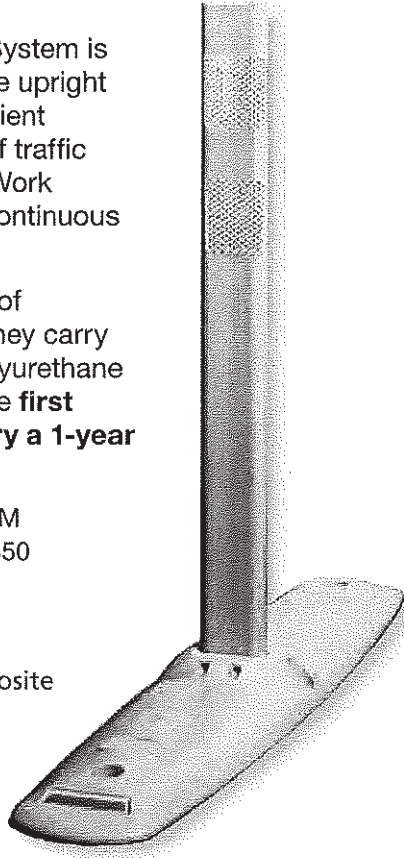
The FG 300 Turnpike Grade Curb System is a raised lane separator with durable upright channelizer posts that provide efficient and cost-effective channelization of traffic on Managed Lanes, 2-way 2-lane Work Zones, and other areas where discontinuous channelization is preferred.

The Turnpike Grade Curb consists of individual curb sections so tough they carry a **5 Year Warranty** and upright polyurethane channelizers so tough they were the **first Channelizers in the world to carry a 1-year warranty against breakage.**

MASH tested at 60 MPH at Texas A & M Transportation Institute, and NCHRP 350 accepted by the US/DOT FHWA.

Turnpike Grade Curb Separators

- Divide lanes going in same or opposite directions
- Features engineering polymer alloys for superior toughness at temperature extremes
- Engineered to stand up to the toughest of conditions
- For high speed, high volume applications where continuous curb is too costly or not required
- Use where pavement markings alone are not sufficient to safely channelize traffic



Turnpike Grade Curb Applications

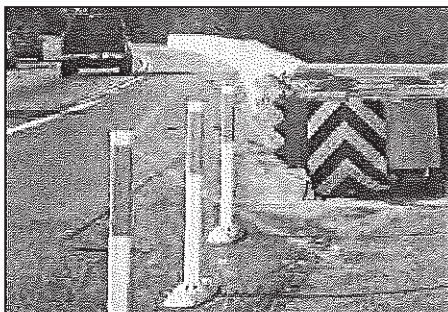
- HOT and HOV Lane Installations
- 2-way 2-lane detours on Interstate rehab projects
- Divided highway entrance/exits
- Cross-over prevention

Stable Platform for High Speed Installations

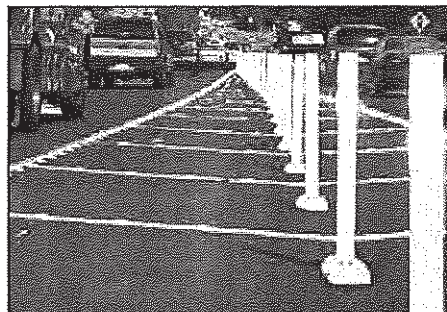
- Low-profile base for low-impact roll over
- Smooth transition from road surface – no hard lines
- Designed to eliminate vehicle vaulting

Superior Retro-Reflectivity

- Curb leading edge has an imbedded cube corner reflective lens
- Reflectivity meets ATSM D-4280 for raised pavement markers
- Optional glass bead road stud
- Low profile design on both ends for 2-way applications
- Available in White, Yellow and Fluorescent Orange
- Features the incredibly tough FG 300 Model EFX post
- Accepts all grades of FG 300 posts: PE, UR and EFX



Impact attenuation protection



Merge lanes

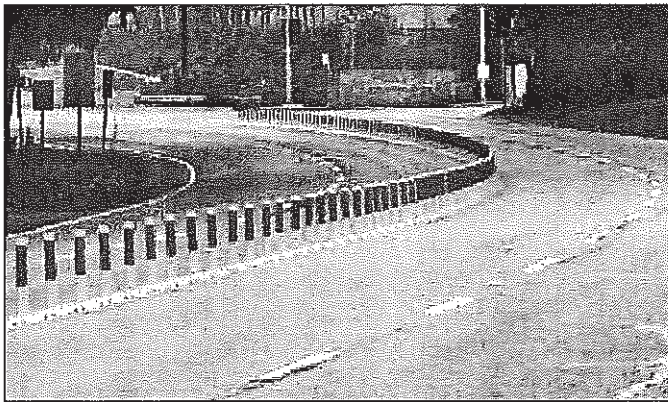


Work zone delineation

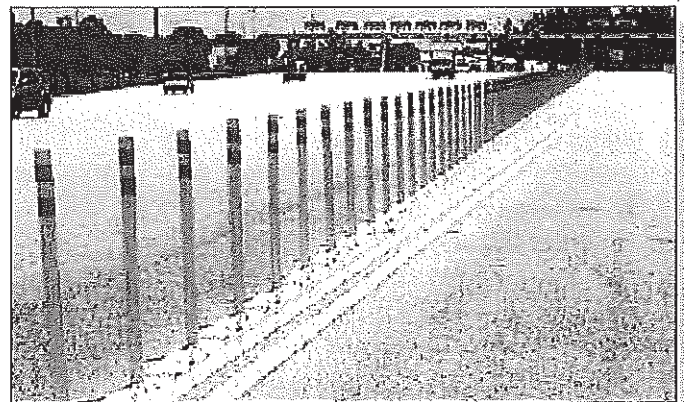
Widely Used

Key Installations

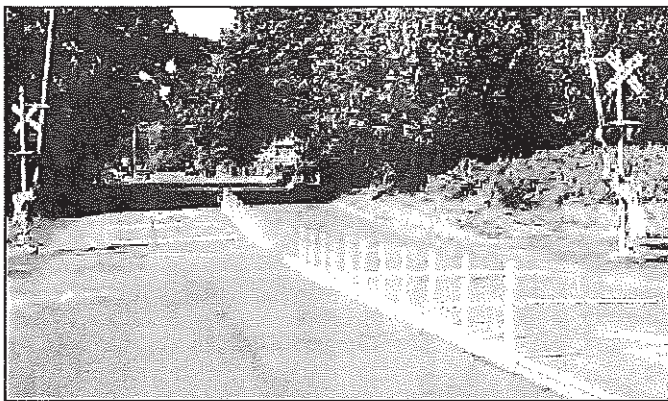
Agency/Road Authority	Location	Application
California DOT	Interstate 80 San Francisco Bay Bridge	Toll Booth Lane Separation
Missouri DOT	Columbia, Jefferson City, Springfield & Fulton Districts	Merge Lanes, Merge Installations, Acceleration Lanes
North Carolina DOT	Highway 301 @ Rocky Mount	Turn Restriction
Texas DOT	Atlanta, Austin, Bryan, College Station, Corpus Christi, Dallas, El Paso, Grand Prairie, Houston & Laredo Districts	Merge Lanes, Median Installations, Acceleration Lanes, HOV Lane Separation
City of Washougal, WA	32nd Street	At grade, rail – highway crossing
City of Sacramento, CA	Commerce Way	Traffic Calming, Turn Restrictions
City of Virginia Beach, VA	Pleasure House Road	Turn Restrictions
Golden Gate Bridge District, CA	Highway 101	Toll Booth Lane Separation
Triborough Bridge & Tunnel Authority, New York, NY	Brooklyn Battery Tunnel	Tunnel Channelization
Westchester County, NY	Westchester Ave @ I-287	Off-Ramp Channelization



Separation of opposing traffic on dangerous curves



Toll Plazas



Railroad crossings/Quiet Zones



Impact attenuator protection

APPENDIX B. TSMA RESOLUTION

RESOLUTION NO. 1548

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)
of the Township of Springfield, Montgomery
County, and it
(Name of MUNICIPALITY)
is hereby resolved by authority of the same, that the President of the Board of Commissioners
(designate official title)

of said MUNICIPALITY be authorized and directed to submit the attached Traffic Signal Maintenance

Agreement and to submit future modifications to the attached Traffic Signal Maintenance Agreement, either in writing or via electronic signature, to DEPARTMENT and to sign this Agreement on behalf of MUNICIPALITY.

ATTEST: Township of Springfield
(Name of Municipality)

Secretary/Manager By: President
(Signature and designation of official title) (Signature and designation of official title)

I, A. Michael Taylor, Secretary/Manager
(Signature and designation of official title) (Signature and designation of official title)

of the Township of Springfield, do hereby certify that the foregoing

is a true and correct copy of the Resolution adopted at a regular meeting of the Springfield Township Board of Commissioners, held the 15th day of September, 2021
20

DATE: 9/15/21 Secretary/Manager
(Signature and designation of official title)

AGREEMENT NO.: _____

EFFECTIVE DATE: _____

**COMMONWEALTH AND MUNICIPAL
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

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

and

TOWNSHIP OF SPRINGFIELD _____, a political subdivision in the County of
MONTGOMERY _____, Pennsylvania, by acting through its proper official (“Municipality”).

BACKGROUND

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

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

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

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

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

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

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

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

a. Ownership.

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

b. Preventative and Response Maintenance.

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

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

c. Maintenance Records.

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

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

5. **Notices.** Notices sent by PennDOT to the Municipality relating to Traffic Signals will be sent by regular mail, facsimile, e-mail, or delivery in person to the address of the nonemergency contact provided on the form in Exhibit C.

6. **Application for Traffic Signal Permits.** A signed Traffic Signal Application Form TE-160, see attached Exhibit E, attached to and made part of this Agreement, shall be submitted by the Municipality in accordance with the form and instructions provided by PennDOT, and a Traffic Signal Permit must be issued by PennDOT, before any work can begin on any new Traffic Signal or modification to an existing Traffic Signal. If PennDOT approves a new Traffic Signal after a traffic engineering study and engineering judgment indicates the need, the Traffic Signal shall be installed, owned, operated, and maintained in accordance with this Agreement. PennDOT may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the Traffic Signal, or require removal of the Traffic Signal, if traffic conditions or other considerations necessitate alteration or removal. The Municipality is responsible for the obtaining approval for installation of Traffic Signal appurtenances outside highway right-of-way. Traffic Signals installed using Liquid Fuels Tax funds must conform to PennDOT specifications as set forth in the current Publication 408, supplements and Standard Drawings.

7. **Highway Occupancy Permits.** Section 441.3 of Title 67 of the Pennsylvania Code (67 Pa. Code, Chapter 441) stipulates that a highway occupancy permit is required from the Department prior to the construction or alteration of any driveway, local road, drainage facility, or structure within state highway right-of-way; or connection to or alteration of a PennDOT drainage facility. The Municipality shall submit for a Highway Occupancy Permit whenever embankment removal, curbing and/or sidewalk, drainage structures, changes in highway geometry, pavement widening, or installation of additional lanes are performed within the right-of-way of any state highway. Additional requirements and guidance are defined within Publication 441 (*see* Chapter 441, i.e., “Access to and Occupancy of Highways by Driveways and Local Roads”).

8. **Remote Communications and Operations.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attest:

Municipality

Signature Date
A MICHAEL TAYLOR

Signature Date
BAIRD M STANDISH

Printed Name
SECRETARY- TWP MANAGER

Printed Name
PRESIDENT, BOARD OF COMMISSI

Title

Title

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

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

Secretary or Designee

Date

APPROVED AS TO FORM AND LEGALITY:

BY _____

Office of Chief Counsel

Date

Preapproved Form: OGC No. 18-FA-81.0
OAG Approved 8/17/2021

PREVENTATIVE AND RESPONSE MAINTENANCE REQUIREMENTS

PREVENTATIVE MAINTENANCE

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

RESPONSE MAINTENANCE

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

FINAL REPAIR:

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

EMERGENCY (TEMPORARY) REPAIR:

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

SIGNAL MAINTENANCE ORGANIZATION

PERSONNEL CLASSIFICATIONS

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

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

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

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

TRAINING

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

BUDGET REQUIREMENTS

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

Mr. Cobb, Chairman of Zoning Committee:

1. Zoning Hearing Board Agenda

Springfield Township Zoning Hearing Board Notice

Notice is hereby given that the Zoning Hearing Board of Springfield Township, Montgomery County, will hold a meeting as required by the Zoning Ordinance of Springfield Township. This meeting will be held in the Boardroom of the Springfield Township Administration Building, located at 1510 Paper Mill Road, Wyndmoor, PA 19038.

Monday, September 27, 2021 at 7:00 p.m. at which time a public meeting will commence on the following application:

Case #21-20: This is the application of **Bebe Pisani**, owner of the property located at 811 Pleasant Avenue, Wyndmoor PA 19038, also known as Parcel #5200-1436-2004. The applicant has requested dimensional variances from Section 114-82.B and Section 114-131.B.2.c of the Springfield Township Zoning Ordinance. The applicant seeks approval to relocate the existing shared property line with 813 Pleasant Avenue, Wyndmoor, PA and have that property line be the shared party wall of the existing garage. The variances requested are to allow the existing garage to be on the property line and the proposed relocated property line would increase the impervious coverage on the site from 60.6 % to 61%. The property is zoned within the D-Residential District of Ward #5 of Springfield Township.

Case #21-21: This is the application of **Bebe Pisani**, owner of the property located at 813 Pleasant Avenue, Wyndmoor PA 19038, also known as Parcel #5200-1436-5001. The applicant has requested a dimensional variance from Section 114-131.B.2.c of the Springfield Township Zoning Ordinance. The applicant seeks approval to relocate the existing shared property line with 811 Pleasant Avenue, Wyndmoor, PA and have that property line be the shared party wall of the existing garage. The variance requested is to allow the existing garage to be on the property line. The property is zoned within the B-1 Business District of Ward #5 of Springfield Township.

Copies of the application packets are available for review in the Community Development Office during normal business hours, located at 1510 Paper Mill Road, Wyndmoor, PA 19038 or on our website at springfieldmontco.org. Any question you may have can be addressed by contacting Mr. Penecale at 215-836-7600, ext. 1114.

By Order of the Springfield Township
Zoning Hearing Board
Mark A. Penecale
Director of Planning & Zoning

Mr. Lee, Chairman of Public Works and Facilities Committee:

1. Storm Recovery – review of flooding issues following the weather events of August 18-19, and September 1, 2021
2. Trail Maintenance Agreement – authorize an agreement with owners of property located at 1110 Church Rd, Oreland
3. Black Horse Inn – authorize lease agreements with two new tenants

Prepared By: James J. Garrity, Esquire
Scott C. Denlinger, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 1010
Blue Bell, PA 19422

Return To: Same as above

Parcel No.: 52-00-03823-00-4

TRAIL MAINTENANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021, by and between **DEBORAH and TROY L. DOBSON**, adult individuals with an address of 1110 Church Road, Oreland, Pennsylvania 19075 (hereinafter, the “Grantors”) and **SPRINGFIELD TOWNSHIP**, a Pennsylvania First Class Township with an address of 1510 Paper Mill Road, Wyndmoor, Pennsylvania 19038 (hereinafter, the “Grantee”).

BACKGROUND

WHEREAS, Grantors are the owners of a certain tract of ground comprised of approximately 71,600 square feet, located at 1110 Church Road in Springfield Township, Montgomery County, Pennsylvania, more particularly identified as Montgomery County Tax Parcel No. 52-00-03823-00-4 (hereinafter, the “Property”); and

WHEREAS, the Property abuts the parcel of land located at 1118 Church Road, which is the site of Enfield Elementary School; and

WHEREAS, the Grantee has determined, in order to protect the health, safety, and public welfare, that it is in the best interest of the community pedestrians, especially those children walking to the Enfield Elementary School, that a pedestrian path be constructed in the right-of-way along the frontage of the Property; and

WHEREAS, pursuant the Article XXIII (Sidewalks) of the First Class Township Code,

53 P.S. 55101, *et seq.*, a first class township is empowered to require landowners to install sidewalks at the owners' own cost or, in the alternative, the first class township may install sidewalks and charge the costs of such installation to the abutting property owners; and

WHEREAS, pursuant the Article XXIII (Sidewalks) of the First Class Township Code, 53 P.S. 55101, *et seq.*, property owners are required to maintain, repair, replace and otherwise keep the sidewalk along the frontage of their property in good order and repair; and

WHEREAS, in lieu of requiring the Grantors to install a sidewalk along the frontage of the Property at Grantors' expense, the Grantee desires to construct a paved pedestrian trail along the frontage of the Property (the "Trail") at Grantee's own expense, subject to the confirmation of Grantors' ongoing maintenance responsibilities; and

WHEREAS, the Grantors are willing to confirm their Trail maintenance responsibilities, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **INITIAL CONSTRUCTION OF TRAIL.** The Grantee is hereby authorized to construct a paved Trail in the public right-of-way abutting the Property, including the grading and regrading of the area, trimming of certain vegetation, and the removal of certain vegetation and stumps. The trimming, removal and grinding of vegetation and stumps shall include, without limitation, those depicted in Exhibit "A". Prior to the laying of the paving for the Trail, Grantors shall have the right to review the proposed location thereof and discuss the same with the Township personnel performing such work. Upon the construction of the Trail, the Township Engineer shall review the same and, if acceptable in the Township Engineer's sole

discretion, certify the completion of the Trail, which certification shall be provided to the Grantors and Grantee.

2. **MAINTENANCE OF TRAIL BY GRANTORS, THEIR HEIRS, SUCCESSORS AND ASSIGNS.** Grantors, on behalf of themselves and their heirs, successors and assigns, hereby agree that, commencing upon the date of the receipt of the certification of completion by the Township Engineer, the sole ongoing responsibility for all maintenance, repair, and replacement of the Trail, including but not limited to the removal of snow and ice and the trimming of any vegetation necessary to ensure unobstructed use of the Trail, shall be borne by the Grantors so that the Trail shall be kept in good repair.

3. **FURTHER OBLIGATIONS OF GRANTORS, THEIR HEIRS, SUCCESSORS AND ASSIGNS APPLICABLE TO THE TRAIL.** Grantors, on behalf of their heirs, successors and assigns, hereby agree that the Trail shall at all times remain unencumbered by Grantors, their heirs, successors and assigns of all buildings, vegetation, or obstructions of any kind.

4. **REIMBURSEMENT OF COSTS.** In the event it becomes necessary for the Grantee to perform the obligations of maintenance, repair or replacement of the Trail by reason of the failure or refusal of the Grantors to do so, the Grantee may charge the Grantors the costs incurred by the Grantee in performing the obligations of Grantors hereunder, and the Property Owner(s) shall be obligated to reimburse the Grantee for all such costs. Failure of the Grantors to immediately reimburse the Grantee as required by this Paragraph shall entitle the Grantee to place a lien (in any manner provided for by law) upon the Property. The Grantors and Grantee also agree that the provisions of Article XXIII (Sidewalks) of the First Class Township Code are applicable to the Trail, and the Grantee may enforce the Grantors' maintenance, repair and replacement obligations thereby.

5. **NO WAIVER.** In the event that the Grantee shall perform the obligations of Grantors under this Agreement, such performances by the Grantee shall not act as a waiver of the continuing and future obligations of Grantors under this Agreement. In addition, in the event of the failure of Grantors to perform under this Agreement, the Grantee shall have the right to pursue whatever legal or equitable remedies the Grantee deems appropriate, and all remedies available to the Grantee shall be cumulative.

6. **RELEASE.** Grantors, their heirs, executors, administrators, assigns, and other successors in interests, hereby release Grantee's employees and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, installation, presence, existence, or maintenance of the Trail by the Grantors or Grantee. In the event that a claim is asserted against Grantee, its designated representatives or employees, Grantee shall promptly notify Grantors and Grantors shall defend, at their own expense, any suit based on the claim. If any judgment or claims against Grantee's employees or designated representatives shall be allowed, the Grantors shall pay all costs and expenses regarding said judgment or claim.

7. **GENERAL PROVISIONS.**

a. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

b. **Recording.** This Agreement is intended to be, and shall be, recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania.

c. **Obligations to Run With the Land.** The covenants, restrictions and obligations of this Agreement shall be covenants running with the land, and the parties hereto agree for themselves and their heirs, successors and assigns that in any deed of conveyance of

any of the Property or any portion thereof to any person, partnership, corporation or other entity, the said covenants and obligations shall be incorporated therein by reference to this Agreement and the recording hereof as fully as if the same were contained therein.

d. **Notices.** Any notices required herein, or sent by the Parties related hereto, shall be in writing and shall be sent to the address contained above by certified mail return receipt requested or courier service.

e. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

f. **Survival.** If any term or provision of this Agreement, or any part of such term or provision, or the application thereof to any person, partnership, corporation or other entity or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision or remainder thereof, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law


g. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Any photographic or Xerox copy of this Agreement, with all signatures reproduced on one or more set of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement.

[Signature page to follow]

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

GRANTORS:

By: 
Deborah Dobson

Attest: 
Troy L. Dobson

GRANTEE:

SPRINGFIELD TOWNSHIP

By: _____
Baird M. Standish, President
Board of Commissioners

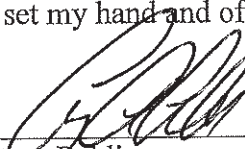
Attest: _____
A. Michael Taylor, Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

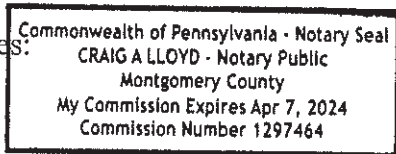
On this, the 25th day of August, 2021, before me, the undersigned officer, a Notary Public, personally appeared **Deborah Dobson**, known to be or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Notary Public

My Commission Expires:

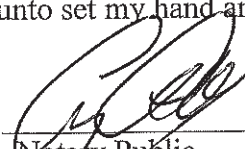


ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

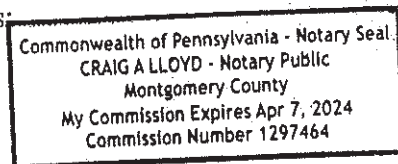
On this, the 25th day of August, 2021, before me, the undersigned officer, a Notary Public, personally appeared **Troy L. Dobson**, known to be or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Notary Public

My Commission Expires:



ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: **SS**
COUNTY OF MONTGOMERY :

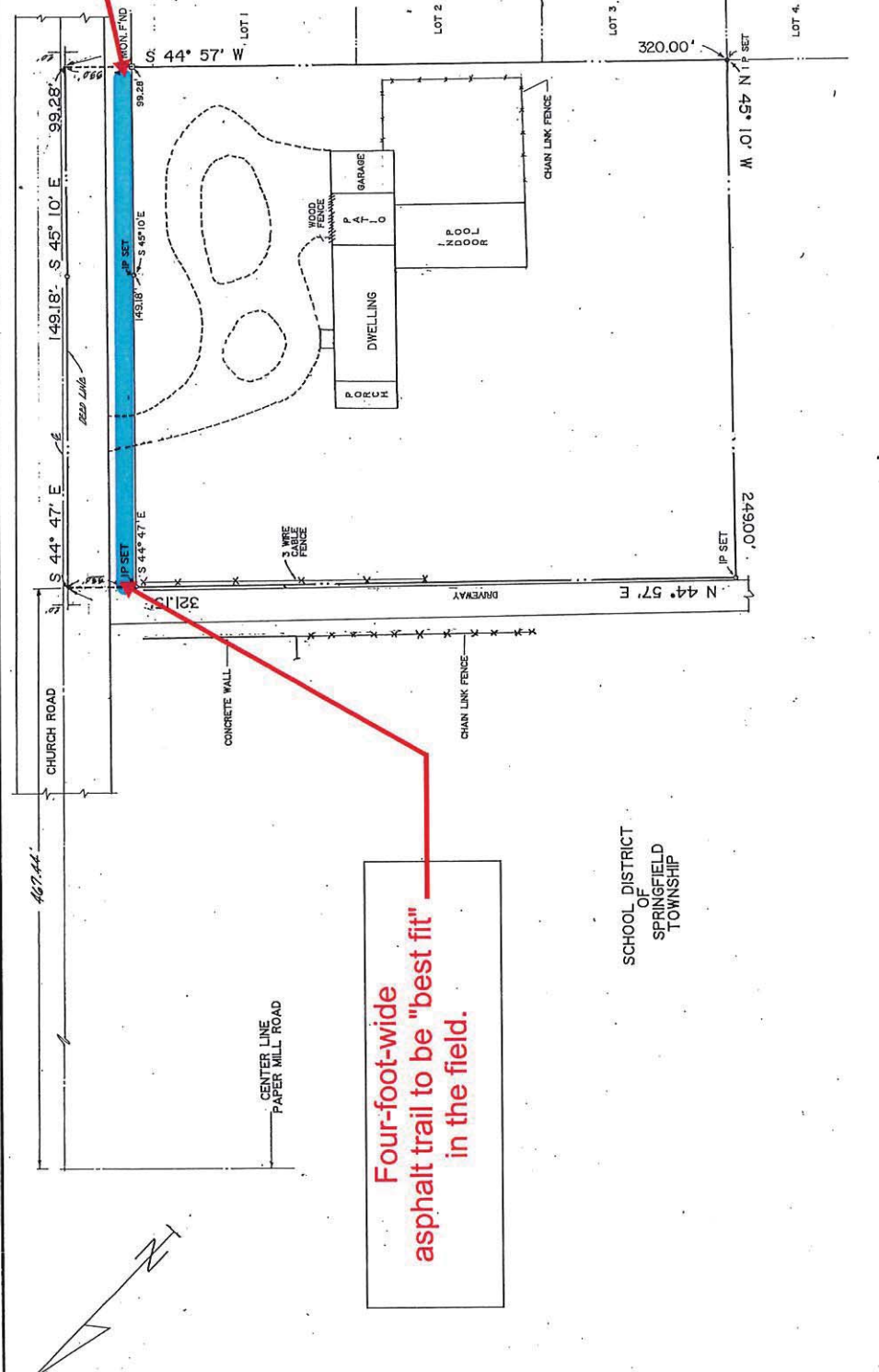
On this, the _____ day of _____, 2021, before me, the undersigned officer, a Notary Public, personally appeared **Baird M. Standish**, known to me or satisfactorily proven to be the President of the Board of Commissioners of Springfield Township, and acknowledged that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires:

EXHIBIT "A"



Connect to Existing Sidewalk

Four-foot-wide asphalt trail to be "best fit" in the field.

Woodrow & Associates, Inc.
Exhibit No. 1
Asphalt Trail Construction
August 17, 2021

REV. 3-16-97

SPRINGFIELD TOWNSHIP
MONTGOMERY COUNTY, PA.

PLAN OF PROPERTY

SURVEYED FOR
MR. & MRS. MARTIN LONGSTRETH
1110 CHURCH ROAD
DRELAND, PA. 19075

C. RAYMOND WEIR ASSOCIATES, INC.
CIVIL ENGINEERS & SURVEYORS
1000 W. 13TH STREET
AMBLER, PENNSYLVANIA 19002
TEL. (610) 261-8466 FAX (610) 261-8467
C. RAYMOND WEIR, P.E., P.L.S.

SCALE 1"=30'

DWN. BY TAB
CKD. BY

BOOK NO. 2898
PAGE NO. 13

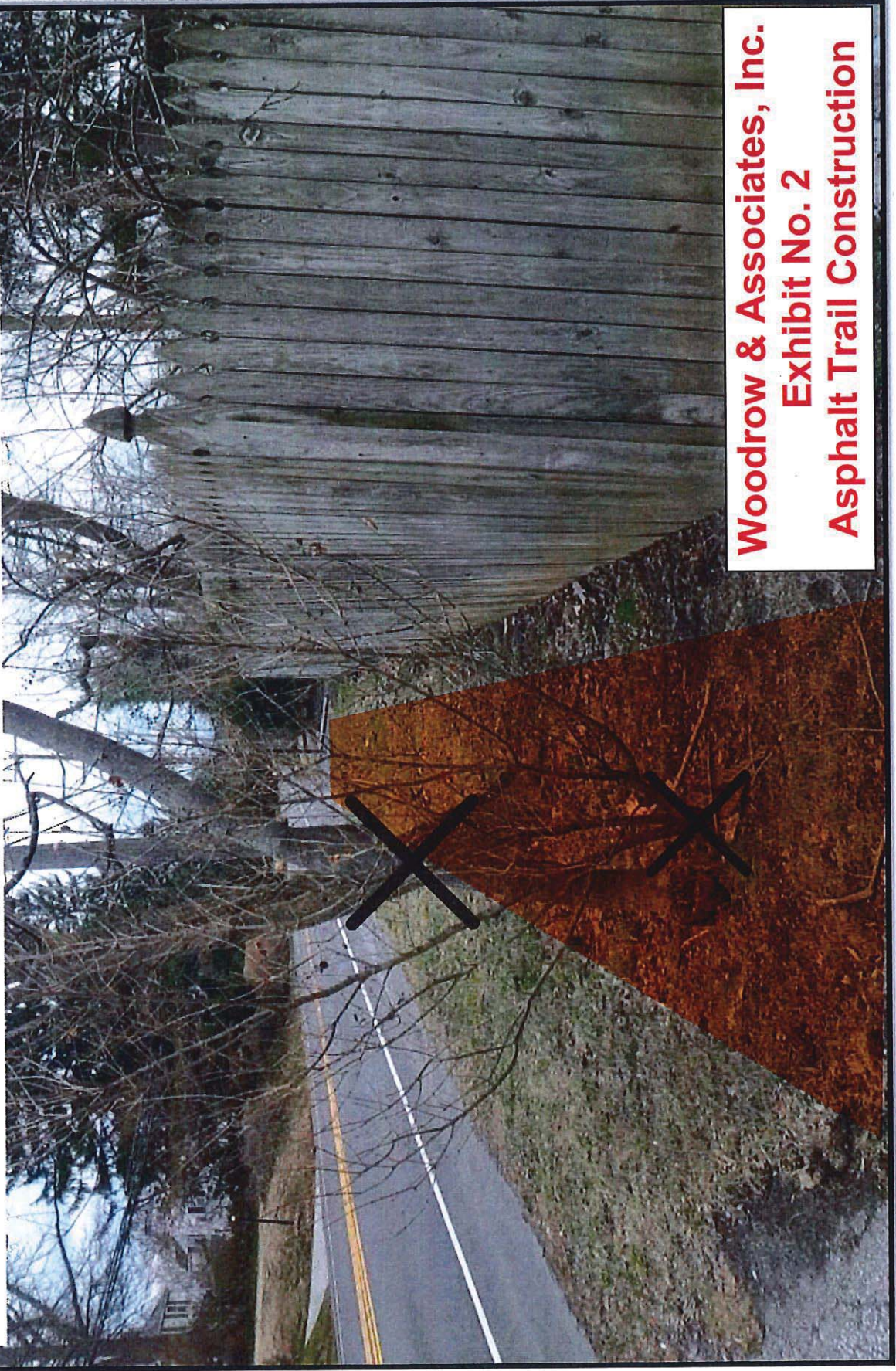
DATE 21 OCT 1998

JOB NO. 88173
SHEET 1 OF 1

DWN. NO.
C-422

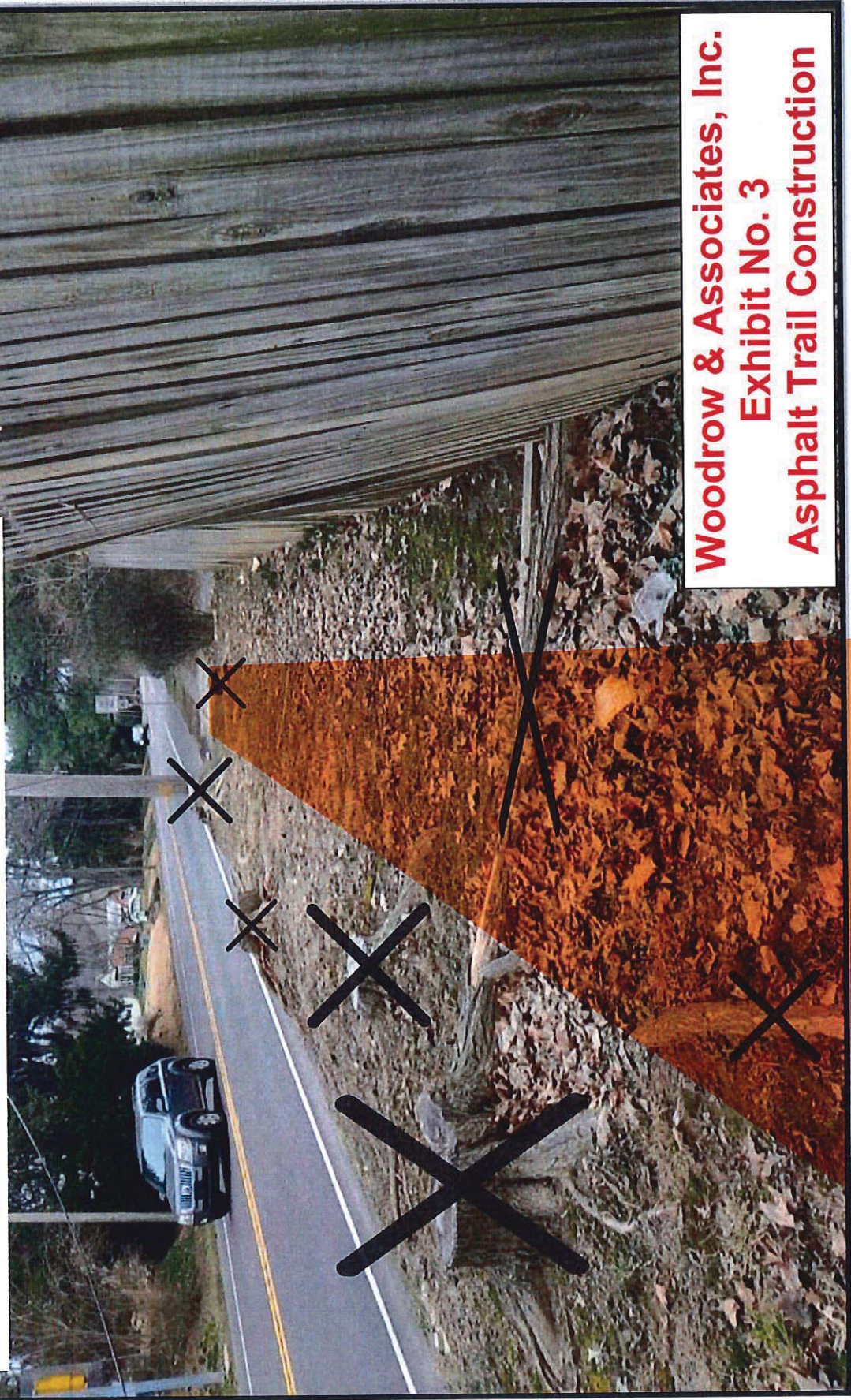
SCHOOL DISTRICT OF SPRINGFIELD TOWNSHIP

21-03-12 1110 Church Rd from school driveway



Woodrow & Associates, Inc.
Exhibit No. 2
Asphalt Trail Construction

2021-03-12 1110 Church Rd
Stumps. Roots into fence



Woodrow & Associates, Inc.
Exhibit No. 3
Asphalt Trail Construction

2021-03-12 1110 Church Stumps. Grade transition into existing sidewalk lantern lane.



Woodrow & Associates, Inc.
Exhibit No. 4
Asphalt Trail Construction