



**BOARD OF COMMISSIONERS AGENDA
WORKSHOP MEETING
MONDAY, JANUARY 12, 2026, 7:00 PM**

**ZOOM MEETING ID: 810 3699 9697
MEETING PASSCODE: TOWNSHIP**

LINK TO LIVE BROADCAST: <https://us02web.zoom.us/j/81036999697>

PUBLIC COMMENT: Residents who plan to attend the meeting in person are encouraged to comment on agenda items or bring new business to the attention of the Board of Commissioners at the beginning of the meeting.

Residents who will be attending remotely are encouraged to submit their comments or questions to the Township Manager prior to the close of the business day on the date of the meeting using the link below:

[SUBMIT PUBLIC COMMENT](#)

1. **Resolution No. 1681 - Land Development – Hansen Tract, 1797 Willow Grove Ave.** – construction of 43 townhomes in Cheltenham Township and one single family detached dwelling in Springfield Township – decision
2. **Accessory Dwelling Units** – continue to discuss the merits of accessory dwelling units in conjunction with the comprehensive update to the zoning ordinance
3. **Request for Proposals - Historical Preservation Consulting Services** – consider a request from the Historical Commission to issue a Request for Proposals to generate a list of historically significant structures
4. **Historical Commission** – announce that a vacancy exists as an alternate member of the commission
5. **Recycling Report** – review the monthly recycling activities
6. **Wissahickon Creek Water Quality Improvement Plan** – review a draft intergovernmental agreement to form a Consortium for the implementation of the plan; designate a commissioner liaison to the current Management Committee
7. **Township Manager's Report** – discuss operational issues as outlined in the Monthly Report
8. **January Bill Listing** – review and approve the monthly bill listing and check reconciliation of the previous month
9. **Committee Assignments** – discuss the committee assignments of the Board of Commissioners

10. **Resolution No. 1680** – a resolution honoring Peter Wilson for 12 years of service as a Springfield Township Commissioner
11. **Zoning Hearing Board** - announce the agenda of any special or regular meetings of the Zoning Hearing Board
12. **Resolution No. 1682 – Zoning Hearing Board Membership** – appoint the alternate member to a primary voting member
13. **Zoning Hearing Board Membership** – interview candidates for a vacancy as an alternate member of the board
14. **Land Use Agreements** – review of land use agreements with the Springfield Little League Baseball and Softball organizations
15. **Library Advisory Committee** – interview candidates for a vacancy on the committee

Michael Taylor
Township Manager

MT:jlD
1/6/26

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.

To access the live broadcast of the meeting via zoom, residents can watch:

- VIA WEB BROWSER: Copy and paste this link into your web browser:
<https://us02web.zoom.us/j/81036999697>; type in the passcode: TOWNSHIP, when prompted.
- VIA ZOOM APP: if you have the Zoom App on your smartphone, tablet, or computer, open the program, click join a meeting, and enter the Meeting ID: [810 3699 9697](https://us02web.zoom.us/j/81036999697); type in the passcode: TOWNSHIP, when prompted.
- VIA CALL-IN: Dial +1 646 558 8656 and enter the Meeting ID: [810 3699 9697](https://us02web.zoom.us/j/81036999697); type in the passcode: TOWNSHIP, when prompted.



**BOARD OF COMMISSIONERS
PROPOSED AGENDA - BUSINESS MEETING
WEDNESDAY, JANUARY 14, 2026, 7:30 PM**

**ZOOM MEETING ID: 822 0029 9616
MEETING PASSCODE: TOWNSHIP**

LINK TO LIVE BROADCAST: <https://us02web.zoom.us/j/82200299616>

PUBLIC COMMENT: Residents who plan to attend the meeting in person are encouraged to comment on agenda items or bring new business to the attention of the Board of Commissioners at the beginning of the meeting.

Residents who will be attending remotely are encouraged to submit their comments or questions to the Township Manager prior to the close of the business day on the date of the meeting using the link below:

SUBMIT PUBLIC COMMENT

1. **Resolution No. 1681 - Land Development – Hansen Tract, 1797 Willow Grove Ave.** – construction of 43 townhomes in Cheltenham Township and one single family detached dwelling in Springfield Township – decision
2. **Historical Commission** – announce that a vacancy exists as an alternate member of the commission
3. **Recycling Report** – review the monthly recycling activities
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6. **Resolution No. 1680** – a resolution honoring Peter Wilson for 12 years of service as a Springfield Township Commissioner
7. **Zoning Hearing Board** - announce the agenda of any special or regular meetings of the Zoning Hearing Board
8. **Zoning Hearing Board Membership** – interview candidates for a vacancy as an alternate member of the board
9. **Library Advisory Committee** – interview candidates for a vacancy on the committee

Michael Taylor
Township Manager

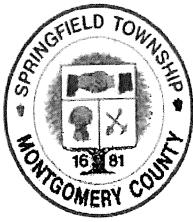
MT:jl
1/6/25

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.

To access the live broadcast of the meeting via zoom, residents can watch:

- VIA WEB BROWSER: Copy and paste this link into your web browser:
<https://us02web.zoom.us/j/82200299616>; type in the passcode: TOWNSHIP, when prompted.
- VIA ZOOM APP: if you have the Zoom App on your smartphone, tablet, or computer, open the program, click join a meeting, and enter the Meeting ID: [822 0029 9616](https://us02web.zoom.us/j/82200299616); type in the passcode: TOWNSHIP, when prompted.
- VIA CALL-IN: Dial +1 646 558 8656 and enter the Meeting ID: [822 0029 9616](https://us02web.zoom.us/j/82200299616) type in the passcode: TOWNSHIP, when prompted.



**SPRINGFIELD TOWNSHIP
APPLICATION FOR
SUBDIVISION AND LAND DEVELOPMENT APPROVAL**

APPLICATION FOR SUBDIVISION APPROVAL

A. Application is hereby made for approval by the Board of Commissioners of the attached Subdivision Plan.

B. Name of Subdivision: Foxlane Homes - Hansen Tract

Location: 1777 Willow Grove Avenue

Glenside, PA 19038

C. Name of Owner: Hansen Lloyd LP

Address: 1401 Morris Road

Blue Bell, PA 19422

Phone #: _____

D. Name of Applicant: Foxlane Homes at Willow Grove Ave, LLC

Address: 500 Office Center Drive, Suite 200

Fort Washington, PA 19034

Phone #: (484) 684-8370

E. Name of Engineer, Surveyor, or Planner responsible for preparation of the plan

Holmes Cunningham Engineering

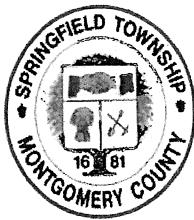
Address: 409 E. Butler Ave, Unit 5 Doylestown, PA 18901

F. Existing Zoning Classification: AA - Residential Zoning District

Total Acreage: 2.70 Number of Lots: 1

Sewerage: Public X _____ Water: Public X _____
 Private _____ Private _____

G. Does this application meet all the requirements of the existing Zoning Classification? Yes No (if no, attach a list of variances and/or special exceptions)



**SPRINGFIELD TOWNSHIP
APPLICATION FOR
SUBDIVISION AND LAND DEVELOPMENT APPROVAL**

H. Is the property subject to any encumbrances, deed restrictions, etc.? () Yes
() No (if yes, attach a copy)

I. List any additional materials submitted with this application

1. Land Development Drawings dated 7/21/2025
2. Stormwater Management Calculations dated 7/21/2025
3. MCPC Review Letter
4. Cheltenham Township Review Letters
5. _____

J. Springfield Township Fee Schedule (non-refundable):

Checks must be made payable to "Springfield Township".

Subdivision Fee Schedule

Use	Sketch Plan	Preliminary Plans	Final Plans
Residential	\$250	\$350 + \$50 per lot	\$500 + \$100 per lot
Nonresidential	\$250	\$300 + \$100 per lot	\$500 + \$150 per lot

K. Escrow Fund

The escrow account shall be established based on the following calculations:

Minor Subdivision (4 lots or fewer)	\$500.00 per lot
Major Subdivision (5 or more lots)	\$1,000.00 per lot

Total Escrow Account \$ 500

L. Springfield Township Application Fees

Sketch Plan Fee \$ N/A

Preliminary Plan Fee \$ 400



**SPRINGFIELD TOWNSHIP
APPLICATION FOR
SUBDIVISION AND LAND DEVELOPMENT APPROVAL**

Final Plan Fee \$ 600

Total \$ 1000 Check #

M. Montgomery County Planning Commission Fee Schedule:
Checks should be made payable to "Montgomery County Treasurer".

Residential Subdivision:

Number of Lots or Units
(whichever is greater)

1 - 3	\$150 (flat fee)
4 - 20	\$180 + \$23 per unit
21 - 100	\$450 + \$21 per unit
101 +	\$1,060 + \$20 per unit

Lot Line adjustments with no new development = \$65 flat fee

Nonresidential Subdivision:

Number of Lots
1 – 3
4 or more

General Fee + Fee Per Lot
\$555 (flat fee)
\$555 + \$88 per lot

N. Signature

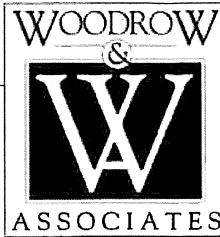
The undersigned represents that to the best of his/her knowledge and belief, all of the above statements are true, correct and complete.

In the event the applicant wishes to have the review by the Township discontinued, the applicant will notify the Township immediately, in writing, and processing of the review will be terminated upon receipt of such written notification to the Township, it being understood that all bills accrued to date of termination will be paid.

Foxlane Homes at Willow Grove Lane, LLC by:

10/13/2025
DATE

SIGNATURE OF APPLICANT
John Rathfon, Authorized Agent



January 6, 2026

Mark Penecale, Planning Director
Springfield Township
1510 Paper Mill Road
Wyndmoor, PA 19038

Reference: 1797 Willow Grove Avenue – Hansen Tract
Subdivision Review

Dear Mark:

Please recall that back on November 17, 2025, I issued a review of a subdivision plan submitted by Holmes Cunningham Engineers on behalf of Foxlane Homes. The vast majority of the proposed construction occurs within Cheltenham Township, including 43 new town homes. One single-family home lot is to be created in Springfield Township. The engineers have submitted a revised set of plans containing 24 individual sheets and being most recently revised December 26, 2025. Project specifics are as follows:

1. Roadway Ownership – The street providing access to all of the units is to be owned and maintained by a homeowners' association.
2. Stormwater Facilities – The stormwater facilities are located in both Cheltenham Township and Springfield Township and will be owned and maintained by the homeowners' association.
3. Cheltenham Township – Cheltenham is taking the lead role in plan review and agency permitting

The plan revisions and response letter have dealt with most of my earlier concerns to the extent that the remaining items can be distilled to the following:

1. Execution of a Cross-Access Easement Agreement running to the benefit of the Springfield resident occupying 1799 Willow Grove Avenue.
2. Execution of a revised cross access easement for emergency service access through the “To be Constructed” street out to Starr Lane in our community.
3. During Construction – A plan of action must be created to ensure preservation of access to the Springfield Township property located at 1799 Willow Grove Avenue.
4. Springfield Township Emergency Services – Review and approval of the emergency access configuration must be secured.
5. Execution of a Stormwater Operations and Maintenance Agreement for the Stormwater Best Management Practices located in Springfield Township.

January 6, 2026

Mark Penecale, Planning Director

Springfield Township

Reference: 1797 Willow Grove Avenue – Hansen Tract
Subdivision Review

6. Secure PA DEP Sewage Facilities Planning approval.
7. Secure a PA DEP N.P.D.E.S. permit approval.
8. Execution and funding of an abbreviated form of development agreement to ensure proper protection of Springfield Township's interests.
9. Waivers – Section 95-10.1 – The applicant has requested a waiver from the obligation to install sidewalks along both sides of a newly created roadway – The plan proposes sidewalk on one side of the new Street only.
10. Section 95-11.H – Survey Monumentation and Certification must be provided at the appropriate time.
11. Retaining walls – A retaining wall is proposed within the stormwater basin in Springfield Township. Design drawings and calculations must be provided to the Township prior to construction.
12. Driveway to 1799 Willow Grove Avenue – The revised plans have provided additional detail with regard to the reconstruction of access to this property. The acknowledgment information for construction must be obtained from the property owner.
13. Stormwater Management – The plans and calculations have been revised to my satisfaction with one remaining issue. The stormwater discharge pipe exiting onto 1799 Willow Grove Avenue changes the character and conditions of the flow patterns. The storm water basins will “dewater” over an extended period of time, potentially causing adverse impacts on the property. We have scheduled a site walk with the applicant and their engineers to review this condition in greater detail. I suggest that no approval be granted to this plan until these concerns have been addressed through proper solutions.

Please feel free to contact me with any questions you may have regarding this matter

Sincerely,

Timothy P. Woodrow, P.E.
Township Engineer
Woodrow & Associates, Inc.

TPW/del

Cc: Michael Taylor, Township Manager – Springfield Township
Andrew R. Freimuth, Esq. – Wisler Pearlstine, LLP
John Rathfon, VP of Land Development – Foxlane Homes
Robert Cunningham, Holmes Cunningham Engineering
Henry Sekawungu, Director of Planning and Zoning – Cheltenham Township
Samantha Brinker, Stormwater Coordinator – Cheltenham Township



Kristin Holmes, P.E., LEED AP
Robert Cunningham, P.E., LEED AP

December 26, 2025

Mark Penecale, Planning Director
Springfield Township
1510 Paper Mill Road
Wyndmoor, PA 19038

**RE: Hansen Tract – Foxlane Homes
1797 Willow Grove Avenue
Springfield Township, Montgomery County, PA
HCE Project No.: 2118**

Dear Mark:

We are in receipt of a review letter for the above-referenced project. Below please find responses to each of the comments contained in this letter.

Review Letter from Woodrow & Associates dated November 17, 2025.

- A. Threshold Issues – With regard to the Springfield Township review of the application, it is my opinion that the following topics need further clarification:
 1. Roadway ownership – A small portion of the roadway servicing the townhomes enters and exits Springfield Township. It is unclear whether this roadway will be owned and maintained by a homeowner's association or by Cheltenham Township. Clarification of ownership and maintenance responsibilities will need to be resolved.
Response: The entire roadway network will be privately owned and maintained by the homeowner's association.
 2. 1797 Willow Grove Avenue – This property is located within Springfield Township gaining physical access from Willow Grove Ave. Several topics:
 - a. A Cross Access Easement must be created and recorded defining the rights of access and maintenance responsibilities.
Response: An easement will be created and recorded prior to plan recording.
 - b. A plan for the “During Construction” access must be formulated in order to ensure the homeowner can occupy his home without interruption.
Response: The applicant is working with the property owner to formulate a plan.
 - c. Emergency Access – An emergency access driveway exists from Willow Grove Avenue to the newly constructed Starr Lane. This emergency access path must be memorialized through easement atop the new single-family home building lot being created in Cheltenham. Further, emergency management personnel should be comfortable with the temporary

disruption of this access path while the new roadway is being built. I look forward to a fire marshal review of this condition.

Response: The emergency access path will be maintained and an easement will be provided. The applicant will coordinate with the fire marshal regarding the during construction access.

3. Stormwater Management – Three new stormwater management facilities are being proposed for this project. One of these facilities is entirely within Springfield Township. One of the other facilities is entirely within Cheltenham Township. The third basin is bisected by the municipal boundary. It is clear that a homeowners' association is being formulated to maintain these basins in perpetuity. However, I believe a stormwater operations and maintenance agreement for those portions of the infrastructure that occupy Springfield Township land must be drafted and recorded.

Response: The homeowner's association is being developed to maintain the stormwater facilities and maintenance agreements will be recorded for both Springfield Township and Cheltenham Township.

B. Approvals/Permits/Reviews – Any approval our Board of Commissioners may grant this application must be conditioned upon the applicant securing the following:

- PA DEP – Sewage facilities planning approvals
- Fire marshal review and approval
- PA DEP – N.P.D.E.S. Permit
- PennDOT – Highway Occupancy Permit for the new driveway intersections
- Execution and funding of escrow and development agreements

Response: Acknowledged.

C. Subdivision Review:

1. Section 95-10 – Sidewalks are required along both sides of new public streets.
Response: A waiver has been requested.

2. Section 95-11.E(1) – The developer or applicant shall offer for dedication land suitable for park recreation use in Springfield Township.

Response: Due to the size of the project within Springfield Township, recreation land is not required.

3. Section 95-11.E(2) – This code citation describes the configurations where land is set aside for open space or fee in lieu of land set aside for open spaces required. We will need to confer with Township staff to determine if this is applicable for this proposed application.

Response: Due to the size of the project within Springfield Township, recreation land is not required.

4. Section 95-11.H – Survey monumentation and certification is required.

Response: Survey monumentation and certification will be provided.

D. Erosion and Sediment Control:

1. Per Note #39 on plan sheet C6.1, a suitable erosion control lining should be placed on all slopes 3:1 or steeper with the proposed lining shown and detailed on the plans.
Response: The erosion control lining for slopes 3:1 or steeper have been shown on the plans. Please refer to Drawing No. C6.0.
2. Per the PA DEP Erosion and Sediment Control Program Manual, Composts Socks should be placed parallel to existing contours, and the ends should point upslope a minimum of 8' to prevent end around flows. Maximum deviation from level grade should be 1% and not extend for more than 25'. Numerous proposed compost socks are shown across significant grade changes. Please revise the proposed placement of compost socks to comply with the requirements in the PA DEP Erosion and Sediment Control Program Manual.
Response: The proposed compost filter socks have been revised. Multiple J-hook socks have been designed to function as diversion berms and compost sock sediment traps.
3. There appears to be many breaks between proposed compost socks where sediment-laden runoff could potentially leave the project site. Please revise all proposed compost socks according to the design guidance found within Chapter 4 of the PA DEP Erosion and Sediment Control Program Manual.
Response: The proposed compost filter socks have been revised. Multiple J-hook socks have been designed to function as diversion berms and compost sock sediment traps.
4. It appears that SCM-5 is proposed as a Sediment Basin with Skimmer Device during construction activities. Please provide the associated calculations for the proposed Sediment Basin.
Response: The Sediment Basin calculations are included with this submission.
5. There does not appear to be a Rock Construction Entrance at the proposed driveway between SCM-4 and SCM-5. Please explain how sediment will be prevented from leaving the project site at this area.
Response: To maintain access to the abutting residence, no rock construction entrance is proposed at this location. Sediment will be contained on site by the existing driveway/ proposed roadway, which will slope toward the property and direct runoff to two proposed catch basins that discharge into the proposed sediment trap.
6. Please provide rip-rap sizing information on the applicable detail on plan sheet C6.2.
Response: The rip-rap sizing information has been provided.
7. Please provide Compost Sock sizing information per PA DEP Erosion and Sediment Control Program Manual, Figure 4.2, and provide the sizing information on all applicable details on the plan set.
Response: The Compost Sock calculations are included with this submission.

8. Provide an erosion analysis at DP-002 to ensure runoff rates at this location, pointed towards the neighboring property with a new point source discharge, will be less than the predevelopment sheet flow condition to the same point.

Response: Discharge calculations have been provided for the rip-rap section and the flow from the basin has been reduced in the 10-year storm to be less than one cubic foot per second. A site walk has been scheduled with the township engineer to review these conditions.

9. On all of the proposed post-development plans, the existing home on adjacent parcel 52-00-18517-00-7 is removed when compared to the existing features plans. This home demolition should be within the Limit of Disturbance with appropriate erosion controls proposed.

Response: No work is proposed on the adjacent parcel as the existing residence on parcel 52-00-18517-00-7 is outside the scope of the project. The home is shown on all post-development plans for reference.

E. Stormwater Review:

1. The plan drawings, sheet C3.0 labels the discharge pipe for SCM-5 as 54 L.F. at 1.58% slope whereas the hydrograph calculations use 43 L.F. at 1.0% slope, please revise for consistency.

Response: The discrepancy has been revised for consistency.

2. The Storm Sewer Summary for CB-25 to HW-1 has a 20% slope but the plan drawings, sheet C3.0, labels it at 18.60%, and a calculations using the information provided on the plans results in a pipe slope of 18.42%, please revise for consistency.

Response: The discrepancy has been revised for consistency.

3. The plan drawings, sheet C3.0 lists an inlet grate elevation of 347.00 for the Outlet Structure for SCM-4 but a different grate elevation is used in the hydrograph routing calculations, please revise for consistency.

Response: The discrepancy has been revised for consistency.

4. The plan drawings, sheet C3.0 lists an inlet grate elevation of 335.00 for the Outlet Structure for SCM-5 but a different grate elevation is used in the hydrograph routing calculations, please revise for consistency.

Response: The discrepancy has been revised for consistency.

5. The infiltration testing within SCM-5 hit rock at elevation 335.40. The proposed bottom elevation of SCM-5 is at elevation 333.00. Please explain how infiltration will be viable approximately 2.40-feet below encountered rock refusal.

Response: The proposed bottom elevation of SCM-5 has been raised to a minimum of 2 feet above rock refusal.

F. General Comments:

1. Details of the site retaining walls to be constructed in Springfield Township must be provided.

Response: Wall calculations and construction plans will be provided for review prior to construction.

2. An enlarged plan of the area between the new roadway and the existing residence (to remain) must be provided to better depict and guide the contractor during construction. Of note will be any changes to the drainage patterns, and a field view is requested.

Response: Additional detail for the access route has been added to Drawing C2.0.

3. Please explain how plan sheet C6.0 labels the Limit of Disturbance as 2.76 Acres when the parcel within Cheltenham Township is 10.43 Acres and the parcel within Springfield Township is 2.70 Acres, both appear to be almost entirely disturbed for construction.

Response: The Limit of Disturbance has been revised.

4. Please provide an access point/gate for inspection and maintenance activities to the proposed basins.

Response: Three access points are provided to facilitate inspection and maintenance of the proposed basins. Please refer to Drawing Nos. C6.1 and C1.1.

5. Please provide cross-sectional details of all proposed basins.

Response: Basin cross sections have been added to Drawing C6.5

6. Please label the retaining walls in reference to the Construction Sequence.

Response: The proposed retaining walls have been labeled on the plans.

7. There are numerous text labels across all plan sheets that are illegible. Multiple texts is overlayed on other text labels, please revise the plans for clarity. One such example is the label for Compost Sock CFS-8 is overlayed on the top of the adjacent parcel information.

Response: The text overlaps have been removed.

8. The Design Engineer certification on sheet C1.0 lists Lansdale Borough, please revise.

Response: The typo has been revised.

9. Plan sheet C2.0, note #3, references Middletown Township, please revise.

Response: The typo has been revised.

10. Note #14 on plan sheet C6.1 lists roads not shown on the plans, please revise.

Response: The typo has been revised.

11. The 'Engineer Acknowledgement' statement on plan sheet C6.3 calls out 'Neshaminy Creek' whereas the project appears to drain to either the Wissahickon Creek and the Tacony Creek watersheds, please revise.

Response: The typo has been revised.

12. All Outlet Structure details on plan sheet C6.4 include a type of “joins” when it appears it should indicate ‘water-tight joints’, please revise.

Response: The typo has been revised.

If you have any questions or require additional information, please do not hesitate to contact us at 215-586-3330 or rob@hcengineering.net

Very truly yours,
Holmes Cunningham Engineering



Robert Cunningham, P.E., LEED AP
Partner

Cc: Foxlane Homes

O:\2118 - Foxlane Hansen Tract\Outbound\Twp Response Letter 2025-12-26.docx



Kristin Holmes, P.E., LEED AP
Robert Cunningham, P.E., LEED AP

December 2, 2025

Mark Penecale
Planning Director
Springfield Township
1510 Paper Mill Road
Wyndmoor, PA 19038

**RE: Foxlane Homes- Hansen Tract
1797 Willow Grove Avenue
Springfield Township, Montgomery County, Pennsylvania
HCE Project No.: 2118**

Dear Mr. Penecale:

We are in receipt of a review letter for the above-referenced project. Below please find a list of waivers from the township's Subdivision and Land Development Ordinance which are being requested.

1. Section §95-10.l. – A waiver is being requested from providing sidewalk on both sides of the proposed street. Sidewalk is being provided along one side of the street, and the project is proposing to connect to the regional Cresheim Trail.

If you have any questions or require additional information, please do not hesitate to contact us at 215-586-3330 or rob@hcengineering.net

Very truly yours,
Holmes Cunningham Engineering

A handwritten signature in black ink, appearing to read 'Robert Cunningham'.

Robert Cunningham, P.E., LEED AP
Partner

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The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

website: www.SpringfieldMontco.org

Phone: 215-836-7600

Fax: 215-836-7180

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Treasurer / Tax Collector

Timothy P. Woodrow, PE
Engineer

Michael Taylor
Township Manager
Springfield Township

December 4, 2025

Re: Planning Commission Recommendation on Preliminary Plan Approval for the Land Development Application submitted for the subdivision and development of 1777 Willow Grove Avenue, Wyndmoor, PA 19038, Known as Parcel #5200-1851-4109.

Dear Mr. Taylor,

This letter is sent to inform you that on Tuesday, December 2, 2025, the Springfield Township Planning Commission recommended preliminary approval of the Land Development Application submitted by Foxlane Homes at Willow Grove, LLC for the development of 2.7 acres of ground within Springfield Township. The application calls for the development of one new single-family dwelling and the construction of two stormwater basins within Springfield Township. This application was submitted in association with the development of 43 townhouse units within Cheltenham Township. The property is addressed at 1777 Willow Grove Avenue, Wyndmoor, PA 19038 and consists of 12.9 acres. The Planning Commission respectfully requests that the Board of Commissioners consider the following conditions:

1. The recommendation is for preliminary plan approval only.
2. The easement agreement for ingress and egress to the Harkin's Property {1799 Willow Grove Avenue, Wyndmoor, PA 19038} become a condition of the final plan and be listed within the deeds for this development.
3. The applicant must adhere to the recommendations of the STEM's Committee.
4. The existing and proposed trails remain open to the public.

5. Prior to the demolition of the barn and the two existing homes within Springfield Township, the Historical Commission be granted the opportunity to photograph the structures in order to create a historical record of the structures.

6. The Planning Commission also recommends the approval of a waiver from Section 95-10 {Installation of Sidewalks} to allow for sidewalks to be installed on one side of the street within Springfield Township.

This recommendation to approve this preliminary application, and the required waiver, was approved by a vote of 7 in favor and 0 opposed.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Amanda Helwig".

Amanda Helwig
Planning Commission Chairperson
Springfield Township

File Copy (2)

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

NEIL K. MAKHIJA, CHAIR
JAMILA H. WINDER, VICE CHAIR
THOMAS DIBELLO, COMMISSIONER

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**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY • PO Box 311
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610-278-3722
PLANNING@MONTGOMERYCOUNTYPA.GOV

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

November 21, 2025

Mr. Mark Penecale, Director of Planning and Zoning
Springfield Township
1510 Paper Mill Road
Wyndmoor, Pennsylvania 19038

Re: MCPC #25-0227-001
Plan Name: Hansen Tract
(1 lot comprising 2.7 acres)
Situate: Sandy Hill Road (north)
Springfield Township

Dear Mr. Penecale:

We have reviewed the above-referenced land development in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on October 23, 2025. We forward this letter as a report of our review.

BACKGROUND

The applicant, Foxlane Homes, proposes to develop 43 townhomes in Cheltenham Township and one detached single-family home in Springfield Township. This site was historically part of a large estate located in both Cheltenham and Springfield Townships known as the Sim's Estate, Falcon Hill, and Laverock Hill. The majority of this site was developed in 2021-22 of single-family detached homes and trails. The Springfield parcel is 2.7 acres with four existing structures on it and takes access through the parcel in Cheltenham to Willow Grove Avenue.

The construction of the single-family detached home will require the demolition of several buildings that appear to date back to the time of the original Sims Estate (which contained Falcon Hill/Laverock Hill), seemingly a carriage house, caretaker's houses, and a storage building originally from the late 19th century and developed in the early 20th century. Along with a proposed single-family home, a driveway, stormwater management areas, retaining wall, and section of the roadway and sidewalk are additionally proposed within Springfield's section. The site is located within the AA Residential Zoning District and is served by public water and sewer. The plan is dated July 21, 2025. Please note that Montgomery County Planning Commission has additionally reviewed this development for Cheltenham Township, MCPC #25-0162-001, dated September 9, 2025.



COMPREHENSIVE PLAN COMPLIANCE

The parcel is shown as a Suburban Residential Area in both the Springfield Township, *Vision for 2025 Comprehensive Plan*, Future Land Use Plan as well as of the Montgomery County Comprehensive Plan, *Montco 2040: A Shared Vision*. Suburban Residential Areas are typically oriented towards automobiles for transportation and have primary uses of single-family detached homes, less dense multifamily and single-family attached areas, and institutional uses. This proposal appears to be in alignment with the future land use goals of both the municipality and County.

SPRINGFIELD TOWNSHIP TRAILS AND CONNECTIVITY PLAN

The proposed and existing Cresheim Trail is in close proximity to the proposed development. The Cresheim Trail is part of the Circuit Trail network and currently ends along the northern edge of the proposal. According to the Circuit Trail Map, the proposed plan for the Cresheim Trail would continue through the northern portion of the proposed development, to then cross over Willow Grove Avenue to then head east and south towards the City of Philadelphia. The Trails and Connectivity Plan label this section as part, or an extension of MT-2: Cresheim Trail (Central). As this project has been identified in all of Springfield's planning documents for the last 18 years, significant consideration should be given by the applicant towards potential trail development.

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal; however, in the course of our review we have identified the following issues that the applicant and Springfield Township may wish to consider prior to final plan approval. Our comments are as follows:

REVIEW COMMENTS

TRAILS

Cresheim Trail. We highly recommend the applicant seriously consider the recommendations made within the Montgomery County Planning Commission September 9th review letter for the larger Cheltenham development proposal regarding the proposed segment of the Cresheim Trail. Due to the regionally significant impact of the trail, it is additionally important for the applicant to coordinate with the other entities involved in the development, such as Friends of the Cresheim Trail, DVRPC, PennDOT, and Montgomery County Planning Commission. Below we briefly detail the trail recommendations made in the previous letter we feel are important to note for the Township and Applicant:

1. The Cresheim Trail should extend east down the "proposed 20-foot-wide driveway" located to the south of the proposed single-family residence located in the township. This segment should be either adjacent to the 20-foot-wide driveway or a painted 10-foot-wide bike land along one side of the driveway may be considered.
2. Once the trail reaches the internal roadway within the Springfield section, we point to two potential options to continue the Cresheim Trail; either along the north side of the proposed interior roadway to its intersection with Willow Grove Avenue, or taking the trail across the roadway, running alongside the outside of the interior roadway to its intersection with Willow Grove Avenue. A sidewalk is currently proposed on the interior roadway. Should the applicant find it appropriate to utilize the sidewalk as a trail connection, it should be widened to 10-12 feet to meet the Circuit Trail standards.

ADDITIONAL COMMENTS

1. Stormwater Basin. We reinforce the comment made in the previous letter regarding the existence of one of the stormwater basins located partially in Springfield Township, and partially in Cheltenham Township. We encourage the applicant to potentially shift the location slightly to ensure the basin is only in one municipality.
2. Plan Consistency. On the existing conditions plan, four buildings are shown on the portion within the township. Three of those are marked "To Be Removed", although on the other plan sheets it appears the fourth building is also removed. The applicant should address the discrepancies between the plans.
3. Historic Significance. It appears that the existing buildings from the historic estate are two colonial revival style caretaker homes, a brick carriage house in between the houses, and a storage building on the east side of the caretaker's house. It is unclear what condition these properties are in, but we encourage the applicant to consider whether preservation or a type of reuse is possible.

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal, but we believe that our suggested revisions will better achieve Springfield Township's planning objectives for residential development.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files. Please print the assigned MCPC number (#25-0227-001) on any plans submitted for final recording.

Sincerely,



Margaux Petruska, Community Planner II

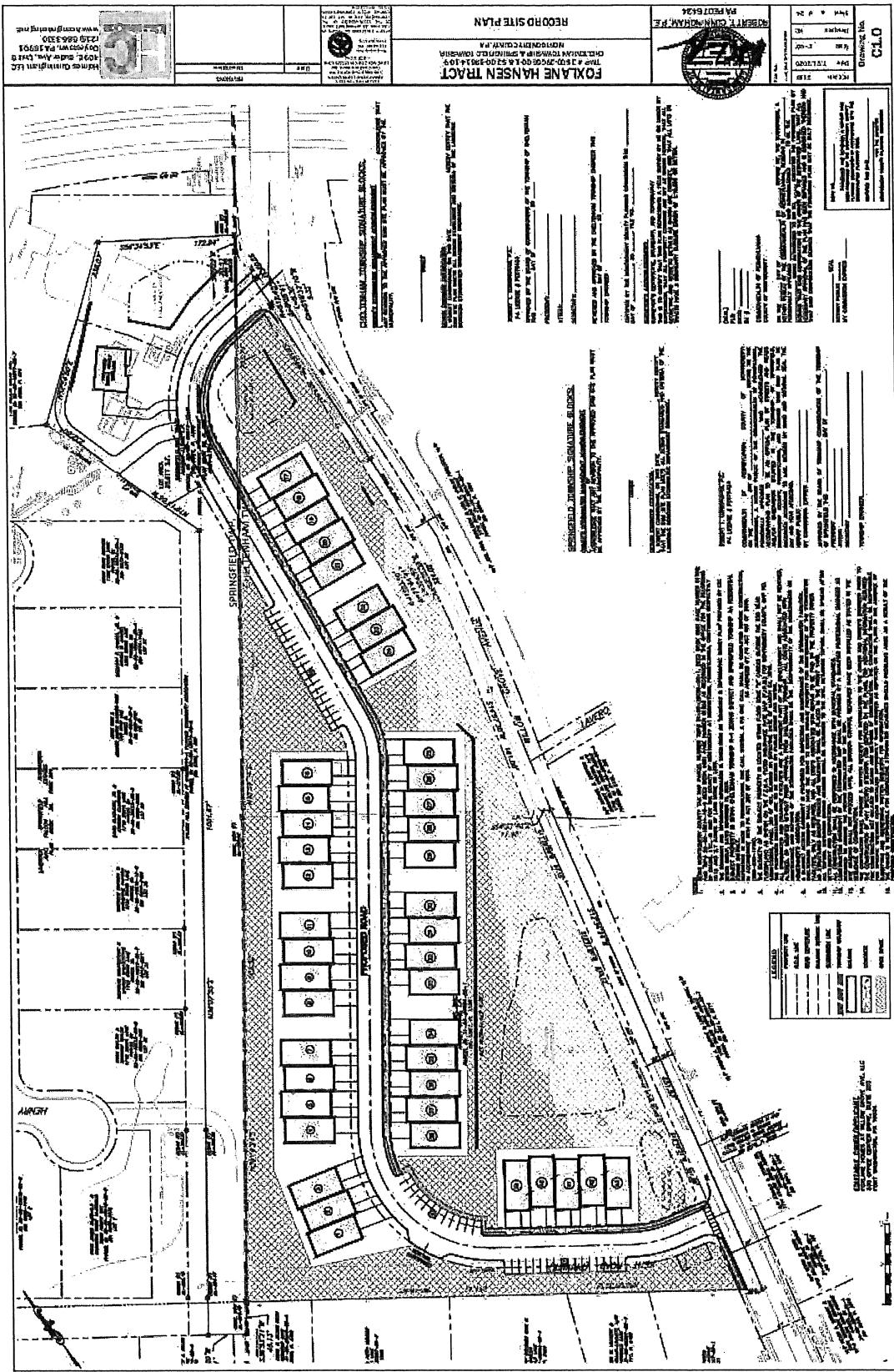
Margaux.petruska@montgomerycountypa.gov – 610-278-3728

c: Foxlane Homes, Applicant
Robert Cunningham, Holmes Cunningham, LLC, Applicant's Representative
Michael Taylor, Township Manager
Amanda Helwig, Chair, Township Planning Commission

Attachment A: Aerial Image of Site

Attachment B: Reduced Copy of Applicant's Proposed Site Plan





Accessory Dwelling Units

What they are:

- Accessory Dwelling Unit: An accessory dwelling unit (ADU) is a dwelling unit that is accessory to a single-family dwelling that is located on the same lot.
 - May be allowed by-right (as available utilities permit), a conditional use, or special exception



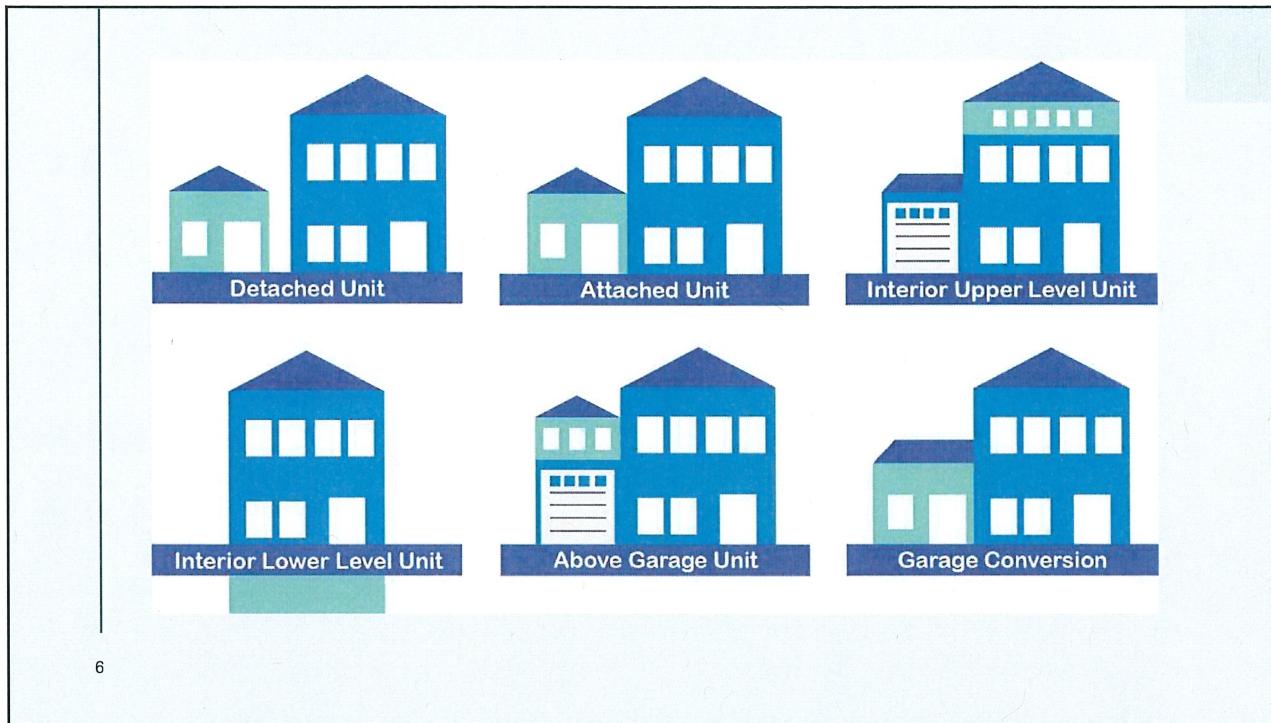
4

Types of ADUs

- Detached ADUs:
 - Benefits: Maximum privacy and increased property value
 - Constraints: Higher construction costs require most space
- Garage Conversions:
 - Benefits: Cost-effective, quick to implement
 - Constraints: limited space, may need significant modifications for livability
- Internal Conversions:
 - Benefits: Utilizes existing space, cost-effective
 - Constraints: Limited by the structure of the main house, may require significant remodeling
- Attached ADUs:
 - Benefits: Lower construction costs than detached units, easy access to main house
 - Constraints: potential for noise and less privacy.

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Why people are building?

- Independent living for aging parents
- Recent grads/new families
- Family member with special needs
- Home Offices
- Guest Accommodations
- Downsize and retire in an AD, rent your primary home
- Real estate investment/rental home

7

7

Type and Size

- If you want market affordable housing, owner residing on site could be complication
- All types – detached, attached, internal
- Detached 800 sf or 50% of principal dwelling floor area
- Attached/internal – smaller than principal dwelling
- No minimum lot size
- One ADU per lot
- Principal dwelling must be a single family detached

8

8

Design Considerations

- Side and Rear Setbacks –
 - Urban – 5 feet or less works well
 - If less than 5 feet, fire code requirements and buildability adds some complexity, but having option could make sense in urban setting
 - Front Setbacks – typically no more forward than principal home
 - Unique situation – Corner lot, mostly in line with principal home setback, corner lots are great for ADUs, provides even more insurance, but they are penalized because of two front yards
 - Height:
 - 1.5 story typically can be functional

9

9

Design Considerations

- Windows facing neighborhoods – recommended to allow them, should not be basement apartment with no windows and large blank walls
 - Could add a privacy fence or screening for 1st floor windows, similar to mechanical
- Allow mechanical equipment within Accessory Dwelling Setbacks
- Exclude covered porches from SF Cap/Footprint limit
- Add % increase to lot coverage to incentivize AD's

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Impacts

- Typically house one or two people – causing minimal impact on neighborhood density
- Positive Impacts:
 - Increased property values (30-40%)
 - Diverse Housing Options
 - Improved Utilization
 - Controlled Density Increase
 - Small Footprint – the average ADU is around 600 square feet
 - Preserving Neighborhood Character

11

11

Parking + Concerns

- Shared Parking – ADUs that are part of the primary residence or an existing structure often do not require extra parking spaces
- Concerns – exacerbate parking problem?
 - ADU residents typically own fewer cars compared to residents of traditional single-family homes
 - Efficient use of space – many ADUs use existing driveways or street parking without significantly impacting neighborhood parking
 - Recommend: Don't require more than one off-street parking space as a condition for ADU permitting
 - Complete a parking study prior to adopting ADU ordinance parking requirements

12

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ADU Regulations: Narberth

- Narberth
 - Only permitted on detached house or twin, and only allow detached
 - Maximum of one ADU per lot
 - May be located in garage
 - Max. building footprint – 600 SF
 - An existing accessory building that is nonconforming (side/rear, building cov, max. impervious, height) may be converted to ADU as long as accessory doesn't exceed max. building footprint or nonconformity increased
 - No parking space required
 - Owner of property shall be a "natural person" and shall reside in principal building or ADU
 - U&O

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13

North Wales

- Special Exception by ZHB
- One ADU per lot in single-family detached and single-family semidetached
- Annual registration along with Apartment Registration
- Owner required to live on property
- 3 person maximum
- Dimensional meeting requirements for underlying zoning, attached separate entrance, detached, must be separated by 10 feet
- Max. size the lesser of 40% of living area of primary residence or 1,200 square feet
- 14 feet for one-story, 24-feet for two story
- Shared parking

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Douglass Township

- Special exception by ZHB for single-family dwelling in R-A, R-1, R-2
- Owner must reside on property
- Only attached
- Max. 3 people
- Separate EDU required for use
- Shared Parking
- 40% or less than 1,200 feet

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REQUEST FOR PROPOSALS

HISTORIC PRESERVATION CONSULTING SERVICES

SPRINGFIELD TOWNSHIP HISTORICAL COMMISSION

WYNDMOOR, SPRINGFIELD TOWNSHIP, MONTGOMERY COUNTY, PA

Springfield Township invites you to submit a proposal for Historic Preservation consulting services to work with the Township Historic Commission to generate and evaluate the historic structures in the Township toward the development of a listing of structures important to the Township through their design, relevance to important events or their relationship to significant parties in Township history.

Throughout this RFP, either "Respondent" or "you" means the firm responding to the RFP.

BACKGROUND

Springfield Township enacted a historic preservation ordinance in 2020 to encourage the reuse and repurposing of historic and important Township structures rather than lose them to demolition. This ordinance includes a series of incentives intended to promote this reuse and presented an "opt-in" process by which the property owner could activate these incentives through joining this list. In spite of various attempts to interest property owners, this process has not resulted in any property owners participating in the process.

It is now the intention of the Township through the Historical Commission to, at minimum, develop an inventory of those structures deemed important to the Township that would then provide guidance for property owners and developers by identifying these structures as important. A revision to the Land Development & Subdivision Ordinance (SALDO), is

scheduled to include a process to incorporate these identified structures in the SALDO review process to enhance the possibility of the reuse and/or retention of these structures.

This RFP envisions the Responder developing this inventory, and providing some guidance to evaluate or prioritize this list to assist the Commission and the Township in its goal to retain structures and places that form important components to the context and character of the Township.

RESOURCES

There have been multiple attempts to create the envisioned inventory, but none have been fully completed. All of these attempts will be available to you in doing your work. The current SALDO revisions would identify any structure more than 50 years old as appropriate for inclusion in this listing. County records show that there are approximately 1600 buildings in the Township constructed more than 50 years ago.

Several studies have been conducted, as noted, but are incomplete or would not provide the level of guidance envisioned by the Commission or the Township. These include:

- Temple University Study (ca 1995) based on 255 buildings from Springfield Historical Society
- Montgomery County Conservancy Study (ca 1999)—3 binders of properties that could be significant—but was not really completed
- Springfield Township Historical Society archives

REQUEST

The Springfield Township Historical Commission, through Springfield Township requests a proposal for the following:

1 An inventory Recording Buildings in the Township that were constructed more than 50 years ago. It is anticipated that the consultant would use the available materials (1999-2003 study and others) supplemented by a “windshield survey” of those sites to begin a data base of the identified buildings—using the Pennsylvania State Historic Preservation Office (PA SHPO) worksheet as a guideline for the information (copy attached for reference). This initial inventory would include:

- Location Description, Address (Street, City, zip code)
- Photographs (street front at a minimum)

- Year built or approximation with basis for date
- Current use of structure (noting any outbuildings that should be considered)
- Evaluation of properties into basic categories (significant, contributing, non-contributing). Intention is to distill the inventory to critical properties
- Deliverable would be inventory and general recommendations in digital file

2 Review the information assembled in Step 1 and provide a recommendation to distill the list (estimated at 1600 structures) to a listing of 300 structures that could be considered as significant or contributing structures. Deliverable would be the summary of the findings and recommendations presented to and agreed upon with the Historical Commission

3 Continue development of inventory based upon sites agreed upon with the Historical Commission, again based upon the PA SHPO worksheet, focusing on:

- Property specifics (owner, tax parcel and other legal identifiers)
- Building description (style, construction type, materials of construction)
- Significance (event, designer, former owner)
- Photographs of structure exterior and interior supporting
- Deliverable to be digital updates to inventory file for properties, including recommendations resulting from the additional evaluation to prioritize the significant properties to a number closer to 300 properties.

4 Summary inventory report of agreed upon sites—in digital format to be incorporated into Township Tasir system. If more complete background information is required it will be incorporated into the requirements when a subject project is presented for SALDO approval.

SUBMITTAL

- 1 Relevant experience with similar projects for municipalities, particularly in Pennsylvania. (Page limited to 10 pages)
- 2 Pennsylvania Historic and Museum Commission local historic resource consultant registration.
- 3 Completion of the following form with pricing as requested. Reimbursable costs shall be printing, and travel.

SUMMARY

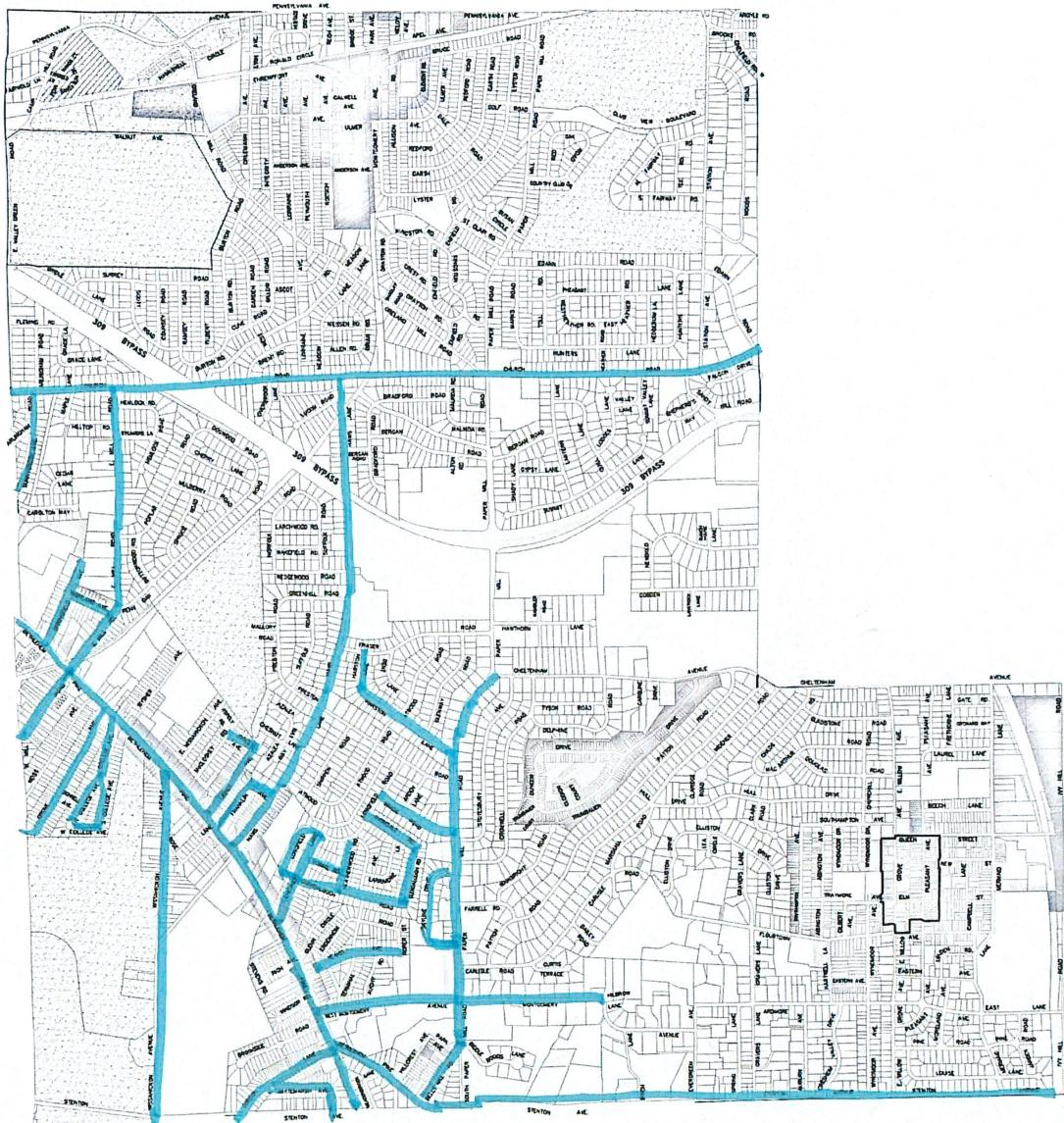
The purpose of this RFP is assist the Springfield Township Historical Commission with information to allow the focus of historical preservation efforts on the most significant buildings in the township. It is not intended to produce National Historic Register submittals, but rather to inform the Township of significant structures with initial information supporting that determination of significance.

SPRINGFIELD TOWNSHIP HISTORICAL COMMISSION

REQUEST FOR PROPOSAL FOR TOWNSHIP-WIDE ROSTER OF SIGNIFICANT STRUCTURES

TASK	DESCRIPTION	COST OF SERVICES
1	INITIAL SURVEY OF BUILDINGS CONSTRUCTED MORE THAN 50 YEARS AGO DELIVERABLE: DIGITAL FILE OF INVENTORY	
2	MEETING WITH HISTORICAL COMMISSION TO REVIEW RECOMMENDATIONS DELIVERABLE: FINALIZED FILE OF PRIORITIZED INVENTORY (ASSUMING 300 SITES AS THE GOAL)	
3	DEVELOPMENT OF AGREED UPON SITES (ASSUMING 300 SITES) DELIVERABLE: DIGITAL UPDATE TO INVENTORY FOR PROPERTIES INCLUDING ADDITIONAL INFORMATION (PA SHPO CHECKLIST)	
4	FINAL REPORT ON SELECTED SITES DELIVERABLE: DIGITAL FILE OF PROPERTIES TO BE INCORPORATED IN TOWNSHIP TASIR SYSTEM	
	REIMBURSABLE COSTS PROJECTION	
TOTAL		

END of REQUEST FOR PROPOSAL



MATCH LINE

ZONING DISTRICTS

<input type="checkbox"/>	A RESIDENTIAL	<input type="checkbox"/>
<input type="checkbox"/>	AA RESIDENTIAL	<input type="checkbox"/>
<input type="checkbox"/>	B RESIDENTIAL	<input type="checkbox"/>
<input type="checkbox"/>	B-1 BUSINESS	<input type="checkbox"/>
<input type="checkbox"/>	B-2 BUSINESS	<input type="checkbox"/>
<input type="checkbox"/>	C RESIDENTIAL	<input type="checkbox"/>
<input type="checkbox"/>	CRD CLUSTER RESIDENTIAL	<input type="checkbox"/>
<input type="checkbox"/>	D RESIDENTIAL	<input type="checkbox"/>
<input type="checkbox"/>	I INDUSTRIAL	<input type="checkbox"/>
<input type="checkbox"/>	INST INSTITUTIONAL	<input type="checkbox"/>
<input type="checkbox"/>	LI LIMITED INDUSTRIAL	<input type="checkbox"/>
<input type="checkbox"/>	MFA MULTIFAMILY	<input type="checkbox"/>
<input type="checkbox"/>	MU MULTIPLE USE RESIDENTIAL	<input type="checkbox"/>
<input type="checkbox"/>	S SHOPPING	<input type="checkbox"/>

ZONING OVERLAY DISTRICTS

-  AAA RESIDENTIAL
-  AAA-AT TARGETED RESIDENTIAL
-  AAA-AQ1 AGE QUALIFIED RESIDENTIAL

Uganda 2015-11-12-0001 Tukwana 2436 Persons Apr 18, 2018 - 1:51pm

RCY:
SPRINGFIELD TOWNSHIP ZONING MAP
SPRINGFIELD TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

SPRINGFIELD TOWNSHIP
1510 PAPER MILL ROAD
WYNDMOOR, PA 19038

TOWNSHIP ZONING MAP

Boucher & James, Inc.
CONSULTING ENGINEERS
DOYLESTOWN, PA. 18018

CORPORATE HEADQUARTERS: 1436 FERRY RD., BUILDING 300, BOYLESTOWN, PA. 18901
PHONE: (215) 345-8400 FAX: (215) 345-8401

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SHEET
1 OF 1

SPRINGFIELD TOWNSHIP ZONING MAP JANUARY 31, 2016

ORDINANCE NO. 962

“Historic Resource Overlay District Ordinance”

AN ORDINANCE AMENDING THE CODE OF SPRINGFIELD TOWNSHIP, CHAPTER 114 (ZONING), TO ADD A NEW ARTICLE XIID ENTITLED “HISTORIC RESOURCE OVERLAY DISTRICT” SETTING FORTH: LEGAL AUTHORIZATION, LEGISLATIVE INTENT, ROLE OF THE HISTORICAL COMMISSION REGARDING THE INVENTORY, HISTORIC RESOURCES INVENTORY, PERMITTED USES, REQUIREMENTS FOR SPECIAL EXCEPTION APPROVAL AND THE BULK, AREA AND SETBACK REQUIREMENTS; AND FURTHER AMENDING CHAPTER 114 (ZONING), ARTICLE II (DEFINITIONS), SECTION 114-21 (DEFINITION OF TERMS) TO ADD CERTAIN DEFINITIONS RELATED THERETO; AND FURTHER AMENDING THE CODE OF SPRINGFIELD TOWNSHIP TO ADD A NEW CHAPTER 46 ENTITLED “HISTORIC RESOURCES” SETTING FORTH: THE ESTABLISHMENT AND AUTHORITY OF THE HISTORICAL COMMISSION, THE CRITERIA FOR HISTORICAL RESOURCE DESIGNATION, THE HISTORIC RESOURCE INVENTORY, PROCEDURE PRIOR TO DEMOLITION OF IDENTIFIED HISTORIC RESOURCES AND PROCEDURES APPLICABLE TO VIOLATIONS, PENALTIES AND ENFORCEMENT; AND FURTHER AMENDING THE OFFICIAL ZONING MAP OF SPRINGFIELD TOWNSHIP TO INCLUDE ALL PROPERTIES WITHIN THE TOWNSHIP IN THE HISTORIC RESOURCE OVERLAY DISTRICT.

The Board of Commissioners of Springfield Township does hereby **ENACT** and **ORDAIN** as follows:

SECTION I. – Amendment to Code

The Code of the Township of Springfield, Chapter 114 (Zoning) is hereby amended to add the following new Article XIID entitled “Historic Resource Overlay District”:

ARTICLE XIID. Historic Resource Overlay District

§114-12D0. Legal Authorization.

Pursuant to authority contained in the Act of 1968, Public Law 805, No. 247, as enacted and amended, known as the Pennsylvania Municipalities Planning Code (sections 603, 604, and 605), as amended, Springfield Township hereby amends its zoning ordinance in order to promote, protect, and facilitate the preservation of resources of historic significance and to preserve the historic values in the Township environment. Springfield Township hereby creates a Historic Resource overlay zone for the regulation, restriction, or prohibition of uses, buildings, or structures at, along, or near places having significant historical or architectural interest or value, and which contribute to the historic character of the township.

§114-12D1. Legislative Intent.

It is hereby declared as a matter of public policy that the preservation and protection of buildings, structures, resources and sites of historic, architectural, cultural, archeological, educational and aesthetic merit are public necessities and are in the interests of the health, prosperity and welfare of the people of Springfield Township. To that end, a separate zoning district is hereby created to overlay certain other zoning districts in the Township. The provisions of this Article, along with the provisions of Chapter 46 (Historic Resources) of the Township Ordinances, are intended to:

- A. Promote the general welfare by protecting the integrity of the Historic Resources of Springfield Township.
- B. Establish a clear and public process by which proposed land use changes affecting Historic Resources can be reviewed.
- C. Discourage the demolition of Historic Resources.
- D. Provide incentives for the continued use of Historic Resources and to facilitate their appropriate reuse.
- E. Encourage the conservation of historic settings and landscapes.
- F. Promote retention of historical integrity in the context of proposed land use and/or structural changes.
- G. Identify Historic Resources in the community and to create a Historic Resource Inventory.

§ 114-12D2. Applicability; Role of Historical Commission Regarding the Historic Resource Inventory.

- A. The provisions of this article shall apply to all Historic Resources approved by the Board of Commissioners, identified on the Historic Resource Inventory and located within the Historic Resource Overlay District.
- B. The Springfield Township Historical Commission shall have an advisory role on issues related to the exterior alteration, change of use or demolition of historic resources in Springfield Township.
- C. The Springfield Township Historical Commission shall be responsible for evaluating, compiling, maintaining, and publishing the Historic Resources Inventory. The Historical Commission shall periodically review the Historic Resources on the inventory and recommend the addition or deletion of Historic Resources as needed, which recommendations shall then be forwarded to the Board of Commissioners. All actions regarding the Historic Resources Inventory taken by the Historical Commission shall be subject to the approval of the Springfield Township Board of Commissioners.
- D. The receipt by the Township of written notification that the Historic Resource no longer meets the criteria shall be treated by the Historical Commission as a proposal for the re-evaluation of the resource for inclusion on the Historic Resource Inventory.

§ 114-12D3. Historic Resource Inventory.

- A. Historic Resources in Springfield Township shall be designated for inclusion on the Historic Resource Inventory by the Springfield Township Historical Commission in accordance with the procedures and criteria established in Chapter 46, Historic Resources.
- B. Publication. The Historic Resources Inventory shall be made available to the public for inspection at the Springfield Township Building during regular business hours. The Inventory, or parts thereof, may also be made public through other means, including but not limited to display on the Township's website or at a local library.

§ 114-12D4. Permitted uses.

The following uses and no other shall be permitted for a Historic Resource in the Historic Resource Overlay District, subject to requirements stated elsewhere in Springfield Township Code:

- A. Any use permitted (including legally existing non-conforming uses) in the underlying zoning district in which the property is located.

B. When authorized as a special exception in compliance with the special exception standards contained in Sections 114-12D6 and 114-165 of this Article, subject to obtaining a recommendation from the Historical Commission, pursuant to Chapter 46, Historic Resources, a property upon which a Historic Resource is situated may be used for the following uses, where such property obtains access from any cartway:

(1) Bed-and-breakfast, subject to the following conditions:

- (a) Dwellings shall have a gross habitable floor area of no less than 2,500 square feet;
- (b) No more than five (5) guest suites shall be permitted in any one bed-and-breakfast establishment;
- (c) A lot area of not less than 15,000 square feet. Bed-and-breakfast establishments with more than 3 guest suites shall have a lot area of not less than 5,000 square feet per guest suite;
- (d) A single bed-and-breakfast establishment shall provide lodging to no more than fifteen (15) guests at any one time;
- (e) The guest suites shall not contain a kitchen or cooking facilities;
- (f) The use of any amenities provided by the establishment, such as swimming pools or tennis courts, shall be restricted in use to guests currently staying at such establishment; and
- (g) Off-street parking spaces shall be provided at a rate of one space per guest suite in addition to the number of parking spaces required for any other permitted use.
- (h) The property owner, or the manager or lessee of the facility must reside on the premises.

(2) Cultural Studio, subject to the following conditions if located in a residential zoning district:

- (a) The use shall be limited to one (1) class at a time with not more than ten (10) students in a single class and not more than two (2) instructors.
- (b) The property owner, or the manager or lessee of the Cultural Studio must reside on the premises.

(3) Professional Home Office, subject to the following conditions if located in a residential zoning district:

- (a) Professional Home Office, limited to one (1) employee per 250 square feet of gross habitable floor area devoted to the professional office use.
- (b) One (1) additional off-street parking space is required for client use. One (1) additional off-street parking space is required for each employee that does not reside on the premises.
- (c) The property owner, or the manager or lessee of the office must reside on the premises.

(4) Academic or technological research facility, not including a biological, medical or chemical laboratory with a limit of one (1) employee per 500 square feet of gross habitable floor area devoted to the facility use.

- (a) Research facility limited to one (1) employee per 500 square feet of gross habitable floor area devoted to the facility use.
- (b) One (1) additional off-street parking space is required for each employee that does not reside on the premises.
- (c) The property owner, or the manager or lessee of the facility must reside on the premises.
- (d) The research facility shall not use, test, create, store or otherwise involve any hazardous or biohazardous materials or waste.
- (e) The research facility shall not produce any smoke, flames, noxious fumes, noise, vibrations or other byproduct which adversely affects the surrounding area.

(5) Food preparation or catering facility not involving food consumption on the property by guests or customers, and employing not more than three (3) persons on the premises.

- (a) One (1) additional off-street parking space is required for client use. One (1) additional off-street parking space is required for each employee that does not reside on the premises.
- (b) The property owner, or the manager or lessee of the facility must reside on the premises.

(6) Personal service shop, including tailor, barber, beauty salon, dressmaking or similar shop, but not including dry cleaning or

laundromat, with a limit of one (1) employee per 500 square feet of gross habitable floor area devoted to the service shop use.

- (a) One (1) additional off-street parking space is required for client use. One (1) additional off-street parking space is required for each employee that does not reside on the premises.
- (b) The property owner, or the manager or lessee of the shop must reside on the premises.

(7) Repair service shop, including repairs for small appliances, small business machines, clocks, watches, household furnishings, shoes, bicycles and locks, but shall not include automobile, truck, motorcycle or lawnmower repair, with a limit of one (1) employee per 500 square feet of gross habitable floor area devoted to the repair service use.

- (a) One (1) additional off-street parking space is required for client use. One (1) additional off-street parking space is required for each employee that does not reside on the premises.
- (b) The property owner, or the manager or lessee of the shop must reside on the premises.

(8) Assisted living facility, personal care facility or home for the aged on a parcel having a gross lot area of at least three (3) acres. The requirements of Section 114-8D4A shall apply.

(9) Gallery or antique shop, subject to the following conditions:

- (a) If the property is located in a residential zoning district, the area devoted to the use shall be limited to one thousand five hundred (1,500) square feet.
- (b) Customarily related retail sales shall be allowed for these uses.
- (c) No outdoor display of a commercial nature, including objects attached to the building, are permitted.
- (d) The property owner, or the manager or lessee of the gallery or shop must reside on the premises.

(10) Accessory apartment. One (1) single-family apartment unit located in a structure accessory to the principal dwelling, provided that:

- (a) The accessory structure is determined by the Zoning Hearing Board to be a contributing resource and is identified as such on the Historic Resource Inventory;
- (b) The accessory apartment shall be the only other dwelling unit on the property; and
- (c) Two (2) off-street parking spaces shall be required for the accessory apartment, in addition to the parking spaces necessary for the principal use of the property.
- (d) The property owner must reside on the premises.

(11) A legally existing, non-residential, non-conforming use operated in a building classified as a Historic Resource, and located in a residential zoning district, may be converted to a multifamily use, provided each dwelling unit shall have no fewer than 1,250 square feet of area.

- (a) The area within the perimeter of the building measured at grade level may be expanded by up to 25% in conjunction with a conversion to a multifamily use, provided there exists between the multifamily use and the nearest adjacent permitted use at least 250 feet.
- (b) The area within the perimeter of the building measured at grade level may be expanded by up to 50% in conjunction with a conversion to a multifamily use, provided there exists between the multifamily use and the nearest adjacent permitted use at least 500 feet.
- (c) The property owner must reside on the premises.

(12) A two-family dwelling use or a multiple dwelling use, provided that such Historic Resource building is lawfully and principally used for, or was originally designed to be used as a religious house of worship, club or lodge use. If a non-historic accessory building also exists on the lot upon which the principal building is situated, the non-historic building may also be converted to a two-family dwelling use or a multiple dwelling use. The dwelling uses permitted by this subsection are subject to the following requirements:

- (a) The minimum lot area requirement for the district in which the subject lot is located shall be provided for each dwelling unit operated on the property. During the operation of the two-dwelling use or multiple dwelling use on a property, such property shall not be subdivided to reduce the lot area to less than the minimum area

requirement contained in this section. No future subdivision of the property may reduce the lot area below the minimum requirement. A covenant shall be recorded against the property to document this restriction.

- [1] Where any portion of the lot contains a cemetery, the lot area devoted to the cemetery use shall not be included as part of this minimum lot area requirement.
- (b) There shall be no external alteration of the converted building except for the following. In all cases of external alteration for a Historic Resource the applicant will be required to obtain a recommendation from the Historical Commission:
 - [1] Those alterations necessary for safety or compliance with the accessibility and exiting requirements in the International Building Code or other applicable law;
 - [2] Openings required by the International Building Code to accommodate new windows and doors;
 - [3] Vents or exhausts for mechanical systems;
 - [4] Upper floor balconies on the side or rear of the building;
 - [5] Building additions:
 - [a] For buildings with 5,000 or more square feet of total habitable floor area, building may be expanded by no more than 10% of the existing building's total habitable floor area, but in no case exceeding 1,000 square feet.
 - [b] For buildings with less than 5,000 square feet of total habitable floor area, the building may be expanded by no more than 20% of the existing building's total habitable floor area, but in no case exceeding 1,000 square feet;

- [6] New stairways located to the rear of the building unless required by the International Building Code to be located on the side of the building; and
- [7] Wooden decks, grade level patios or open porches, consisting of an area of no more than 300 square feet when located in the rear yard.
- [8] Any alteration deemed to preserve the historic nature of the Historic Resource subject to the recommendation of the Historical Commission.

(c) A detached private garage or parking structure for residential use is permitted subject to the recommendation of the Historical Commission that the new construction does not negatively impact the Historic Resource and the new construction complies with all applicable Code requirements, subject to compliance with the following requirements:

- [1] Any detached private garage shall be located to the rear or side of the existing building to be converted and each garage is limited to a maximum of two cars and is no larger than a total of 600 square feet. A detached private garage(s) shall be subject to the setback requirements in the zoning district.

(d) The Zoning Hearing Board shall specify the maximum number of families and dwelling units permitted to occupy such building and may prescribe such further conditions and restrictions with respect to the conversion and use of such building and to the use of the lot as it deems appropriate to achieve the following objectives:

- [1] Retains the visual character of the building and the grounds surrounding it as they were designed and/or as they have traditionally been maintained.
- [2] Assures the quiet enjoyment of residents living adjacent to the property and the quiet enjoyment of those future residents living in the converted building.

- [3] Assures that adequate parking is provided for residents of the building and their guests.
- [4] Traffic generated by the proposed use, when combined with the current use, shall not result in a level of service lower than C for adjacent streets and/or the nearest intersections thereof, or, if the level of service is already C or below, shall not further reduce such level of service. The Zoning Hearing Board may require a traffic impact study if needed to assure compliance with this subsection. If required, the Township Engineer shall determine the scope of the study and the assumptions utilized. The Zoning Hearing Board may impose conditions to mitigate the adverse impact of traffic generated by the proposed use consistent with the requirements set forth above.

(e) A planted buffer shall be required meeting the buffer standards in § 114-71.D(3) unless a specific finding is made by the Township Engineer that the use of adjacent properties will be sufficiently protected from the impact of the converted building by a lesser buffer, or by no buffer at all; however, surface parking spaces shall be located a minimum of five feet from any property line abutting a residential use.

(f) All new dumpsters, mechanical equipment and any other similar improvements added to the exterior of the building or property, whether appurtenant thereto or on the property where the building is located, shall be visually screened from adjacent properties by a wall, fence or landscape buffer.

(g) The required parking shall comply with § 114-134 except as noted herein:

- [1] In the case of a mixed-use Historic Resource where a residential use is created in accordance with this subsection, then the existing on-site parking may be shared by both uses, provided that there are at least two (2) parking spaces on the lot dedicated for each dwelling unit.

(h) A Historic Resource Impact Study as outlined in § 114-12D7 shall be performed and submitted with the Special Exception application.

C. All uses permitted under this Article shall comply with the following provisions:

- (1) All uses permitted under this Article shall not commence before the issuance of a Certificate of Use & Occupancy.
- (2) All uses shall be registered with the Springfield Township Zoning Officer by the property owner, by sending written notice of same to the Zoning Officer within thirty (30) days of the commencement of the use or of a change to another permitted use.
- (3) When a property no longer includes any Historic Resource, whether by act or accident of man or nature, or by removal from the Historic Resources Inventory, any use allowed by this Article shall be fully discontinued immediately.
- (4) If a property on which a Historic Resource is located is subdivided, no use permitted solely by this Article shall be continued on any parcel that no longer contains a Historic Resource.
- (5) Unless otherwise permitted herein, no retail sales shall be allowed on the premises other than transactions incidental to the permitted use.
- (6) There shall be no outside storage of materials, equipment, supplies, or commercial vehicles associated with any use allowed solely by this Article.
- (7) If the property is not served by public sewer, the owner shall furnish a valid Montgomery County Department of Health permit demonstrating that the existing on-lot sewage disposal system is capable of handling the projected increased load. If the property is served by public sewer, the applicant shall submit documentation that the proposed use will be accommodated by the public sewer system, and that the appropriate number of EDUs for the uses on the property has been acquired.

D. For all uses permitted by Sections 114-12D.4, above, which are located in a residential zoning district, the following regulations shall apply:

- (1) To the extent that they are visible from neighboring properties, new off-street parking areas for guests, students, employees, patients or clients shall be screened by plant material, or a combination of plant material, fencing or berms, to a height of at least five feet.

- (2) There shall be no use of show windows or display or advertising visible outside the premises, other than a single, non-illuminated sign not exceeding two square feet.
- (3) The hours of operation for the uses listed in Sections 114-12D4.B(2), (3), (4), (5), (6), (7) and (10) shall be limited to no more than 12 hours daily occurring between 7:00 a.m. and 9:00 p.m.
- (4) No use shall be permitted which generates noise perceptible at the property line.
- (5) Site lighting shall be designed to screen the source of illumination and glare from adjacent properties.
- (6) Special events which will generate an unusual volume of traffic beyond that normally generated by the permitted use on a daily basis, such as fund-raising events, recitals, performances, lectures and exhibitions, are prohibited unless specifically allowed by the terms of the special exception in which case the applicant shall have the burden of proving that the public interest will be protected considering the special exception criteria set forth in Section 114-12D6.B.
- (7) The property owner, manager or lessee must live on site.

E. In addition to the uses permitted in Subsection B above, a lawful nonconforming use existing on a property may obtain status as a legally conforming use upon special exception approval, provided that: (i) the property upon which the use is located is zoned residentially; (ii) a Historic Resource is situated on the property; and (iii) the property obtains access from a primary or secondary street. The provisions of this subsection shall only be applicable to a property or properties held in single ownership as of the effective date of this article, and further subject to the following conditions:

- (1) The guarantee referenced in Section 114-12D6.B(4) has first been submitted and approved by the Township prior to a request for approval under this Section 114-12D4.E.
- (2) Such use must be permitted by right, or by special exception within one of the residence districts as listed elsewhere in this code.
- (3) Any new buildings, additions to existing buildings, or expansion of use on the property must meet the bulk requirements of the underlying zoning district with respect to yard setbacks, building area, impervious surface and height, except to the extent such property is already nonconforming or to the extent modified pursuant to the provisions of Section 114-138.

- (4) Buffer area shall be a minimum of 20 feet in width along the side or rear property lines with an additional one foot in width added for every 1,000 square feet (or portion thereof) of new or expanded floor area in excess of 7,000 square feet of habitable floor area, with a maximum buffer area requirement of 50 feet. Any existing improvements that project into the required buffer area may remain, provided that they were lawful when built.
- (5) Site lighting shall be designed to shield the source of illumination to prevent glare on adjacent properties.
- (6) Any assisted living facility, personal care facility or home for the aged shall be permitted only on a property having a gross area of at least three acres.
- (7) Off-street parking shall be provided at a rate of 0.6 parking spaces for each bed in the case of a sanatorium, nursing home, convalescent home or home for the aged. All other provisions of Section 114-134, Off-Street Parking Facilities, shall apply that are not in conflict with this requirement.

§ 114-12D5. Bulk, area and setback requirements.

The requirements applicable to the underlying zoning district relating to building area, impervious surfaces and front, side and rear yard setbacks may be modified by up to 15% with respect to Historic Resources, or permitted additions thereto, subject to obtaining a recommendation from either the Historical Commission, pursuant to Chapter 46, Historic Resources, and subject to obtaining a special exception from the Zoning Hearing Board. These modifications shall apply to the area of the lot as it existed on date of enactment of this Article.

- A. Where the requirements are modified pursuant to this section, the applicant must demonstrate to the satisfaction of the Zoning Hearing Board that the degree of relief is required to accommodate the reasonable development, use or enhancement of the Historic Resource.
- B. The additional building area and impervious surface coverages permitted by this section may each not exceed 50% of the building area of the Historic Resource.
- C. Where the requested relief is determined by the Zoning Hearing Board to be essential to the preservation of the Historic Resource because without such relief it would not be physically or economically possible to maintain the Historic Resource, the Zoning Hearing Board may, by special exception, reduce such requirements to a greater degree than permitted by this section to protect the Historic Resource.

§ 114-12D6. Specific requirements for special exception approval.

A. Application procedures for special exception approval.

- (1) In addition to the special exception application requirements contained in Section 114-165 (Special Exceptions and Variances) of the Township Zoning Ordinance, an applicant seeking special exception approval under the provisions of this Article shall submit the following to the Township along with any special exception application:
 - (a) Name and address of the record owner and applicant (if different).
 - (b) Recent photographs of the Historic Resource;
 - (c) A detailed narrative description of the proposed use(s);
 - (d) Any physical changes proposed for the affected Historic Resource(s) and their surrounding landscape; and
 - (e) Any proposed modifications to otherwise applicable area, bulk and parking regulations.
- (2) The application shall be accompanied by a Historic Resource impact study, as defined in Section 114-12D7 below, where any land development or subdivision is proposed on any property that contains any Historic Resource(s).
- (3) Upon receipt by the Township of a special exception application under this Section, such application shall be forwarded to the Historical Commission, which shall, at a regular or special meeting, review the application and promptly forward its recommendations to the Zoning Officer for distribution to the Zoning Hearing Board. In formulating its recommendations, the Historical Commission shall consider each of the criteria imposed by this section for the grant of special exception approval.
- (4) Any special exception granted under this article shall expire unless a building permit to perform the work for which the special exception was sought, or a Use & Occupancy certificate to allow such use, is issued within one year after the same shall have been granted.

B. Criteria for the grant of special exception approval. Where a use is permitted in the Historic Resource Overlay District by special exception, that use shall not be granted unless the following requirements have been satisfied in addition to those set forth at Section 114-165 (Special Exceptions and Variances) of the Township Zoning Ordinance:

(1) The applicant shall have the burden of demonstrating that approval of the application will not jeopardize the preservation of the Historic Resource(s) contained on the property subject to application. To sustain this burden the applicant shall present evidence demonstrating the following:

- (a) The exact location of the area in which the use is proposed to be operated, including, but not limited to, any construction, installation or renovation intended as a part of the proposed use.
- (b) The exterior changes to be made or the exterior character of the structure to be erected.
- (c) The effect of the proposed change upon the general historic and architectural nature of the property.
- (d) The appropriateness of exterior architectural features of structures involved with the proposed work.
- (e) The general design, arrangement, texture, material, scale, mass and color of any affected building, structure or site and the relation of such factors to similar features of other structures on the property.
- (f) That rehabilitation work will not destroy the distinguishing qualities or character of the Historic Resource and its environment.
- (g) In the event that replacement of contributing architectural features is necessary, the new material should, as closely as possible, match the material being replaced in kind. At a minimum, the composition, design, color, texture and other aesthetic qualities shall be sympathetic to and in character with the Historic Resource. In instances where original materials are either unavailable or their use economically infeasible, the Zoning Hearing Board may approve the use of materials which are aesthetically consistent with, even if not completely duplicative of, the character of the Historic Resource subject to the advice of the Historical Commission.
- (h) Distinctive stylistic features or examples of skilled craftsmanship shall be preserved.
- (i) Changes which may have taken place in the course of time are evidence of the history and development of the building, structure or site and its environment. These

changes may have acquired significance in their own right, and this significance shall be recognized and respected.

(j) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

(2) The most current version of the Secretary of the Interior's Standards for Rehabilitation of Historic Structures, as amended, shall be used as a guideline in carrying out any plans involving the rehabilitation, alteration or enlargement of Historic Resource(s).

(3) Where plans involving the rehabilitation, alteration or enlargement of Historic Resource(s) will result in all or portions of any such resource(s) remaining unoccupied, such unoccupied resources shall be securely sealed and barred off and the utilities turned off for safety, in a manner not jeopardizing historical integrity, as per the most current construction techniques for historic structures.

(4) A means to guarantee the permanent protection of the historical integrity of the subject resource(s), such as the establishment of conservation easement(s) or appropriate covenants in a form acceptable to the Township Solicitor, shall be provided.

(5) The applicant shall have the burden of proving that the historical integrity of the resource has been provided for through the design of the building improvements as well as through implementation of buffering, landscaping, lighting, storage, access and traffic management, interior circulation, loading, parking, fencing, signage and all other land development features.

(6) The applicant shall have the burden of proving that the grant of the application will not be destructive of the integrity of the Historic Resource or detrimentally affect the value of surrounding properties.

(7) The applicant shall demonstrate compliance with the requirements of the underlying zoning district, unless such requirements are expressly modified in this Article XIID or pursuant to zoning relief granted by the Zoning Hearing Board, including, but not limited to, permitted impervious coverage, setbacks and lot size.

(8) The applicant must comply with the parking requirements for the proposed use as set forth in this article. The Zoning Hearing Board may prohibit any additional parking between the right-of-way and the facade of the building if the Board finds such parking would negatively impact the historical integrity of the resource subject to the advice of the Historical Commission.

- (9) The applicant must comply with the requirements of this Chapter 114 (Zoning) with respect to signage. The Zoning Hearing Board may condition approval on a reduction in the size of the signage if it determines that the permitted signage will obstruct views required to assure the safety of the public or to retain the historic quality of the property.
- (10) The Zoning Hearing Board may attach conditions to achieve the objectives set forth in this section and to promote the public health, safety and welfare.

§ 114-12D7. Historic Resource impact study.

- A. The Historic Resource impact study shall be prepared by a qualified individual with professional expertise in historic preservation, historical architecture or related disciplines as provided for in 36 Code of Federal Regulations (CFR) 61.
- B. Contents. The study shall contain the following information unless the Zoning Hearing Board determines that certain items noted shall not be pertinent to the application:
 - (1) Background information.
 - (a) If not otherwise provided by the applicant, a site plan, including existing structures, topography, watercourses, vegetation, landscaping, existing drives, etc.
 - (b) General description and classification of all Historic Resources located on the subject tract as shown on the site plan, or on tracts immediately adjacent to the subject tract.
 - (c) Statement of the significance of each Historic Resource, both relative to the Township and region in general.
 - (d) Sufficient number of black and white eight-inch by ten-inch photographs of archival quality and a copy of the photographs on a digital source to show every Historic Resource identified in Subsection B(1)(b) above, in its setting.
 - (e) Narrative description of the historical development of the subject tract.
 - (2) Proposed change.
 - (a) General description and site plan of the project, including time table or phases.

- (b) Description of impact on each Historic Resource with regard to architectural integrity, historic setting and future use.
- (c) General description of effect of noise and traffic and other impacts generated by the proposed change on any Historic Resource.

(3) Mitigation measures. Recommendations for mitigating the project's impact on Historic Resources, including design alternatives, buffering, landscaping, conservation of existing vegetation and any other appropriate measures permitted under the terms of the Township Code.

Any other information requested by the Historical Commission or Zoning Hearing Board or required by this Article.

SECTION II. – Amendment to Code.

The Code of the Township of Springfield, Chapter 114 (Zoning), Article II (Definitions), Section 114-21 (Definition of Terms) is hereby amended to add the following definitions:

ALTERATION OR ALTER (OF HISTORIC RESOURCE)

As applied to Historic Resources, any act or process requiring a Building Permit, and any other act or process not requiring a Building Permit but otherwise addressed in Chapter 46 (Historic Resources) of the Township Ordinances as an action, other than Demolition, requiring review by the Historical Commission and the approval of the Board of Commissioners, including without limitation the repair, replacement, reconstruction, demolition or relocation of any structure or object, or any part of a structure which constitutes the principal public street facade visible from the public right-of-way. Corner properties shall have a maximum of two facades which can be considered for reviewable actions.

CULTURAL STUDIO

An interior building area used for the creation of the products of various artistic mediums and handicrafts; and for expressions of the creative arts. The teaching of the arts shall include the following: fine arts, dance, drama, photography, music or similar artistic mediums. The teaching of handicrafts shall include the following: ceramics/pottery, needlework, knitting, weaving, jewelry making, glasswork, leatherwork, woodwork, metalwork or the similar creation of decorative objects made by hand. A Cultural Studio shall not be permitted to host

exhibitions, performances, recitals, or other events for the display of the creative arts produced therein.

DEMOLITION OR DEMOLISH

The razing or destruction, whether entirely or in part, of the exterior of a building, structure, resource, or site. Demolition includes the removal of a building or structure from its site or the removal or destruction of the façade or any significant exterior architectural features which are integral to the historic character of the resource, for whatever purpose, including new construction or reconstruction. This definition shall not be construed to include the ordinary maintenance or repair of any building, structure, site, or object where such work does not otherwise require a permit and where the purpose and effect of such work is to correct any deterioration or decay of, or damage to, a building, structure, site, or object and to restore the same to its condition prior to the occurrence of such deterioration, decay, or damage.

HISTORIC BUILDING

Any complex physical construction and its appurtenances with historic, and/or cultural, and/or archaeological, and/or scientific significance, as listed on the Historic Resource Inventory, which is a combination of materials assembled in an “enclosed” configuration, created in whole or in part to shelter primary forms of human activity, and which is permanently affixed to the land. Examples of Historic Buildings include, but are not limited to, those listed under “Building” in the current version of the Secretary of the Interior’s Standards for the Treatment of Historic Properties.

HISTORIC OBJECT

Any simple physical construction or composition, typically small in scale, with historic, and/or cultural, and/or archaeological, and/or scientific significance, as listed on the Historic Resource Inventory, which is typically singular in material combination, created primarily for informational, functional, or aesthetic purposes, and which is related to a specific setting or environment, often affixed to the land, yet may be movable by nature or design. Examples of historic objects include, but are not limited to, those listed under “Object” in the current version of the Secretary of the Interior’s Standards for the Treatment of Historic Properties.

HISTORIC RESOURCE

All Historic Buildings, sites, and objects which are designated on the Township’s Historic Resource Inventory.

HISTORIC STRUCTURE

Any complex or simple physical construction, with historic, and/or cultural, and/or archaeological, and/or scientific significance, as listed on the Historic

Resource Inventory, which is a combination of materials assembled in an “open” configuration of interdependent and interrelated parts in a definite pattern of organization, created in whole or in part to facilitate secondary or indirect forms of human activity, and which is affixed to the land. Examples of historic structures include, but are not limited to, those listed under “Structure” in the current version of the Secretary of the Interior’s Standards for the Treatment of Historic Properties.

PROFESSIONAL HOME OFFICE

A lawful occupation or profession conducted within a dwelling and carried on by the occupants thereof, having not more than two (2) non-occupant persons as employees, where no more than one (1) client may be on site at any one time. A Professional Home Office use shall be clearly incidental and secondary to the use of the dwelling for residential purposes and shall not change the character thereof, or involve any vehicular or pedestrian pickup, delivery or removal functions to or from the premises in excess of those normally associated with such residential use. There shall be no display, no stock in trade and no outside storage of equipment upon the premises. Professional Home Offices shall not include the retail sales of any items, barber shops, beauty shops, funeral homes, or any activity involving the repair, servicing, or cleaning of any motorized vehicles or equipment.

Examples of permitted Professional Home Offices include: accountants, architects, artists, authors, attorneys, clergy, dentists, doctors, engineers, musicians, optometrists, realtors, teachers/tutors and other similar professions.

SECTION III. – Amendment to Code.

The Code of the Township of Springfield is hereby amended to add the following new Chapter 46 entitled “Historic Resources”:

Chapter 46 Historic Resources

§ 46-1. Creation, membership, and compensation.

The Board of Commissioners of Springfield Township, Montgomery County, Pennsylvania, (hereinafter referred to as the “Board”) does hereby create the Springfield Township Historical Commission (hereinafter referred to as the “Commission”). Such Commission shall be composed of a total of five (5) members, plus one (1) alternate member, who shall all serve without compensation. The Board may appoint a liaison to the Historical Commission from among its members as part of its annual reorganization in January.

§ 46-2. Purpose.

It is hereby declared as a matter of public policy that the preservation and protection of buildings, structures, sites and landscapes of historic, architectural, cultural, archeological, educational and aesthetic merit are public necessities and are in the interests of the health, prosperity and welfare of the people of Springfield Township. To that end, the Township has undertaken to identify and document its Historic Resources. The provisions of this article, coupled with the provisions of Chapter 114 (Zoning), Article XIID (Historic Resource Overlay District), are intended to:

- A. Promote the general welfare by protecting the integrity of the Historic Resources of Springfield Township.
- B. Establish a clear and public process by which proposed land use changes affecting Historic Resources can be reviewed.
- C. Discourage the demolition of Historic Resources.
- D. Provide incentives for the continued use of Historic Resources and to facilitate their appropriate reuse.
- E. Encourage the conservation of historic settings and landscapes.
- F. Promote retention of historical integrity in the context of proposed land use and/or structural changes, including scale and texture.
- G. Encourage the historic preservation of features, including landscapes, that contribute to the Township's historic character by:
 - (1) Establishing a Historical Commission to advise owners regarding historically-appropriate alterations to historic resources;
 - (2) Educating the community about historic preservation and the Township's history through publications, workshops and events;
 - (3) Assisting owners of Historic Resources with nomination to the National Register for Historic Preservation; and
 - (4) Providing assistance to owners to make ownership of a Historic Resource more affordable by permitting additional uses that can generate revenue.

§ 46-3. Appointment, term, organization and vacancy.

- A. The Board shall appoint all members of the Commission for staggered three-year terms of office, with the initial terms using the following format: one-third of the positions as one-year terms, a second-third as two-year terms, and the remainder as three-year terms, with all successive members' terms being three years or until a qualified successor is appointed.

- B. A majority of the Historical Commission shall constitute a quorum, and action taken at any meeting shall require the affirmative vote of a majority of the Historical Commission, regardless of the number actually present.
- C. If, by reason of absence or disqualification of any regular member of the Commission, a quorum is not reached, the Chair of the Commission shall designate the alternate member of the Commission to sit on the Commission to provide a quorum. The alternate member of the Commission shall continue to serve on the Commission in all proceedings involving the matter or case for which the alternate was initially appointed until the Commission has made a final recommendation on the matter or case.
- D. When seated pursuant to Subsection C above, an alternate shall be entitled to participate in all proceedings and discussions of the Commission to the same and full extent as provided by law for regular Commission members, including, specifically, the right to cast a vote as a voting member during the proceedings, and shall have all the powers and duties of a regular Commission member. When not seated pursuant to Subsection C above, an alternate shall not be entitled to vote as a regular member of the Commission but shall be entitled to participate in any proceeding or discussion of the Commission.
- E. The Chair of the Commission shall promptly notify the Board of Commissioners concerning vacancies in the Commission, and such vacancies shall be filled for the unexpired term by the Board.

§ 46-4. Membership Qualifications.

- A. Except as otherwise prohibited by the First Class Township Code or the Municipalities Planning Code, an officer or employee of the Township may be a member of the Historical Commission, but at least four of the five members of the Commission shall be non-employee, citizen members.
- B. Members of the Historical Commission shall either be residents of the Township or the operator of a business which is located in the Township. A majority of the members shall be township residents.
- C. To the extent possible, the Historical Commission shall include at least one of each of the following: a registered architect with a minimum of five years' experience with historic preservation, an architectural historian, a member of the board of directors of the Springfield Township Historical Society, a member of the Township Planning Commission, an operator of a business located within the Township and any other person that the Board shall deem to have sufficient knowledge in the field of historic preservation. A single member may qualify for more than one area of

expertise. The resume' showing the qualifications of the members shall be filed with the Township Secretary.

§ 46-5. Duties of the Historical Commission.

The Historical Commission shall perform those duties established by this chapter and by Chapter 114 (Zoning), Article XIID (Historic Resource Overlay District) and shall recommend to the Board of Commissioners those properties to be placed on, or removed from the Historic Resource Inventory.

The Commission shall have the following duties:

- A. Establish procedures for evaluating, compiling, maintaining and publishing an updated Historic Resource Inventory.
- B. Propose additions, updates and changes to the Historic Resources Inventory to the Board.
- C. Provide recommendations to the Board, Planning Commission, Zoning Hearing Board and Community Development Department, as provided for in this chapter and in Township Zoning Ordinance, regarding the use, alteration, preservation or demolition of resources of historic significance located in the Township.
- D. Keep records of resolutions, transactions, and findings of the Commission. These records shall be considered public, except for archaeologically-sensitive locations, subject to the public disclosure laws of the Commonwealth of Pennsylvania, as amended.
- E. Make a written report by March 1 of each year of the Historical Commission's activities to the Board. Interim reports may be made as often as necessary, or as requested by the Board.
- F. Provide advice on Historic Resources concerning the appropriateness of the proposed erection, reconstruction, alteration, restoration, rehabilitation, repair, demolition or razing of a building, structure or site, which may have historical significance.
- G. Provide advice on Historic Resources in regards to repairs, maintenance methods and technologies, adaptive reuse, and other preservation strategies.
- H. Maintain communication with state and federal historical agencies to obtain current lists of National Historic Landmarks or eligibility for the National Register of Historic Places.
- I. Support the Township's efforts to promote the benefits of historic preservation through media and educational programs.

- J. Prepare and maintain a list of properties in the Township that the Historical Commission finds to be desirable or eligible for inclusion in the Historic Resource Inventory.

§ 46-6. Rules and regulations.

- A. The Commission may, for its own organization and procedure, make and alter rules and regulations consistent with this article and the laws of the Commonwealth, subject to the approval of the Board of Commissioners.
- B. The Commission may cooperate with the Springfield Township Historical Society or similar resources in investigations of historical matters.
- C. Commission members shall obtain permission of the owner before entering into or onto private property.

§ 46-7 Historic Resource Inventory.

A Historic Resource Inventory is hereby established of buildings, objects, structures and sites in the Township designated for preservation. The inventory and a system for the survey and inventory of the Township's Historic Buildings, Objects and Structures and sites shall be appended to the Township Code and shall be available for public inspection in the office of the Township Community Development Department. Initially, the Historic Resource Inventory shall consist of those resources designated on the list appended to Chapter 46, Historic Resources. Resources may be added or removed from the Historic Resource Inventory as follows:

- A. Criteria for designation. A building, object, structure or site, or a complex of the same, may be placed on the Historic Resource Inventory if it is found to meet any of the following criteria:
 - (1) The resource has significant character, interest, or importance as part of the development, heritage, or cultural characteristics of the Township, county, region, state, or nation, or is associated with the life of a person significant in the Township's past.
 - (2) There exists architecture, archaeology, engineering, or culture in the resource, whether in buildings, objects, structures or sites, which possess design, setting, materials, workmanship, feeling, or association of historical significance.
 - (3) The resource is associated with events or persons of historical importance; or that have significant character, interest or value as part of the development of the Township, county, region, state, or nation; or exemplify its cultural, political, economic, social or historical heritage; or that have yielded, or may be likely to yield, information important in history or prehistory.

- (4) The resource embodies the distinctive characteristics of a type, period, architectural style, engineering technique or process, or method of construction or contains elements of design, detail, materials or craftsmanship which represent a significant innovation; or that represent a significant and distinguishable entity whose components may lack individual distinction, or that is the noteworthy work of a designer, architect, landscape architect or engineer whose work has influenced the historical, architectural, economic, social or cultural development of the Township, county, region, state or nation;
- (5) The resource is part of or related to a commercial center, park, community or other distinctive area which should be preserved according to a historic, cultural or architectural motif; or that owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community or Township.
- (6) The resource has yielded, or may be likely to yield, information important in pre-history or history.
- (7) The resource exemplifies the cultural, political, economic, social, or historical heritage of the community.
- (8) Any resource which is included on the National Register of Historic Places shall be included on the Historic Resource Inventory.

B. Procedure for designation or removal. Any property proposed for designation on or removal from the Historic Resource Inventory shall be proposed by or shall first be referred to the Historical Commission, which shall hold a public meeting thereon.

- (1) A landowner shall be permitted to submit an application to the Township Historic Commission requesting that the landowner's property be included on, or removed from, the Historic Resource Inventory. Applications for inclusion on the Historic Resource Inventory shall not be permitted to be submitted by any person not having an ownership interest in the property proposed to be included.
- (2) At least 30 days before holding a public meeting to consider the proposed designation or removal of a building, structure or site as historic, the Historical Commission shall send notice to the owner of the property proposed for designation. Such notice shall indicate the date, time and place of the public meeting at which the Historical Commission will consider the proposed designation or removal. Notice shall be sent to the registered owner's last known

address as the same appears in the real estate tax records of the Township Treasurer and sent to the “owner” at the street address of the property in question.

- (3) Any interested party may present testimony or documentary evidence regarding the proposed designation or removal at the public meeting.
- (4) The Historical Commission shall present its written report to the Board of Commissioners, the applicant and any person granted party status at the public meeting within 60 days following the last public meeting, basing its recommendation upon those criteria for designation established in this section. A property shall be recommended for removal from the Historic Resource Inventory if it does not currently meet the criteria for designation. The report shall include a summary of the information and copies of all documents presented at the meeting and used by the Historical Commission in making its recommendation.
- (5) Based upon the criteria set forth in this section and after receiving the recommendations of the Historical Commission, the Board of Commissioners shall from time to time add or delete buildings, structures and sites to or from the Historic Resource Inventory. Written notice of the action of the Board of Commissioners shall be given to the property owner and to any person appearing at the public meeting of the Historical Commission who requests notification.

C. Publication. The Historic Resources Inventory shall be made available to the public for inspection at the Springfield Township Building during regular business hours. The Inventory, or parts thereof, may also be made public through other means, including but not limited to display on the Township’s website or at a local library.

§ 46-8. Alteration or Demolition of Identified Historic Resources.

- A. The terms “alteration”, “alter”, “demolition” or “demolish” shall refer to the definitions provided in Chapter 114, entitled “Zoning” of this Code.
- B. No identified Historic Resource listed on the Historic Resources Inventory shall be altered, demolished, removed or relocated until the provisions as provided herein have been satisfied, whereupon alteration, demolition, removal or relocation of the Historic Resource shall be allowed. For the purposes of this Chapter, a removal or relocation of a Historic Resource shall constitute an alteration, and shall be covered by a Historic Resource Alteration Permit. These provisions shall not be construed to prevent the ordinary maintenance or repair of any building, structure, site, or object where such work does not otherwise require a permit and where the

purpose and effect of such work is to correct any deterioration or decay of, or damage to, a building, structure, site, or object and to restore the same to its condition prior to the occurrence of such deterioration, decay, or damage.

C. Alteration Permit and Demolition Permit requirements for Identified Historic Resources:

- (1) A complete Historic Resources Alteration Permit and Demolition Permit Application shall be submitted to the Township Zoning Officer. A Building Permit or Demolition Permit application may not be submitted until the Historic Resources Alteration Permit and Demolition Permit has been issued.
- (2) In addition to the Location, Identification, and the Type and Project Cost Information for the regular Building Permit or Demolition Permit, the Historic Resources Alteration Permit and Demolition Permit Application shall require the applicant to provide the following information. The remainder of the normal Building Permit or Demolition Permit requirements will be necessary after the approval of the Historic Resources Alteration Permit and Demolition Permit.
 - (a) Date of purchase of the property, party from which purchased, and full amount paid for the property.
 - (b) Assessed value of the land and improvements, using the common level ratio currently in use in Montgomery County, Pennsylvania.
 - (c) A scaled site plan showing all buildings and structures on the property.
 - (d) Recent photographs of the resource proposed for demolition, removal, or relocation from the front, sides and rear and representative photography (if applicable) of the interior of any buildings.
 - (e) Detailed reasons for the alteration, demolition, removal, or relocation, along with financial explanation (if applicable).
 - (f) Intended future use of the site and of the materials from the altered or demolished resource.
 - (g) Timeline for implementation of proposed use for the site.
 - (h) The applicant shall sign a statement that the applicant has received a list of additional uses allowed for Historic

Resources provided in Chapter 114, Zoning, Article XIID from the Township Zoning Officer.

D. Procedures for Review.

- (1) The Township shall have a maximum of 15 business days to determine if the Historic Resources Alteration Permit or Demolition Permit Application is complete and notify the applicant.
- (2) The Historical Commission shall review the application at a public meeting within 30 calendar days of the determination of completeness of the Historic Resources Alteration Permit or Demolition Permit Application.
- (3) The Historical Commission shall make recommendations to the Board of Commissioners within a maximum of 60 calendar days from the date of the first Historical Commission meeting where the application has been discussed. The recommendations shall include any conditions and the extent of documentation of the structure(s) to be altered or demolished if such documentation is required by the Board.
- (4) The Board of Commissioners shall render a decision on the application at a public meeting within 45 calendar days after receiving the recommendation from the Historical Commission. The applicant shall be notified of the meeting by the Township at least 7 calendar days prior to its date. The Board of Commissioners shall either approve the application, approve the application with conditions, deny the application or defer their decision, affording a delay of alteration or demolition for up to 60 calendar days from the date of the meeting. The Board may, if they deem the resource significant enough, delay the alteration or demolition an additional 90 calendar days for the purposes of gathering additional information, discussing alternatives to alteration or demolition with the applicant, or other factors.

E. Issuance of Historic Resources Alteration Permit or Demolition Permit.

- (1) Before the Historic Resources Alteration Permit or Demolition Permit is issued, the following conditions shall be met:
 - (a) A bond or escrow may be required by the Township, in an amount determined in the sole discretion of the Township Board of Commissioners or its designated and qualified employee or consultant, to ensure compliance with the parameters and conditions of the permit.

(b) The applicant shall document the Historic Resource as required by the Board of Commissioners prior to the alteration or demolition.

F. Upon the issuance of the Historic Resources Alteration Permit or Demolition Permit, the applicant may submit an application for a regular Building Permit or Demolition Permit.

§ 46-9. Design guidelines.

In determining the recommendations to be made to the Board of Commissioners concerning the issuance of a Historic Resources Alteration Permit or Demolition Permit, the Historic Commission shall consider only those matters that are pertinent to the preservation of this historic and/or architectural aspect and nature of the building, site, area or district, certified to have historical significance, including the following:

- A. Broad historical values representing the cultural, political, economic or social history of Springfield Township.
- B. The relationship of the building or structure to historic personages or events.
- C. Significant architectural styles representative of a certain historical period or a style of method of construction.
- D. The effect of the proposed change upon the general historic and architectural nature of the district.
- E. The appropriateness of the exterior architectural features which can be seen from a public street.
- F. The general design, arrangement, texture, material and color of the building or structure and the relation of such factors to similar features of other buildings for structures in the Township.
- G. Consideration shall be given but not limited to the following:
 - (1) Proportion of building(s) front facades. (The relationship between the width of the front of the building and the height of the front of the building).
 - (2) Proportion of openings within the building. The relationship of width to height of windows and doors.
 - (3) Rhythms of solids to voids in the front facade. Since rhythm is a repeated and recurrent reflection of strong and weak architectural elements, a rhythm of masses to openings in a building should be maintained.

- (4) Rhythm of spacing of buildings on streets. In moving past a series of buildings, a rhythm of recurrent or repeated building masses to spaces between them should be experienced.
- (5) Rhythm of entrance and/or porch projections. Moving past a series of structures, a rhythm of entrances or projections.
- (6) Relationship of materials. Within an area the predominant materials may be brick, stone, stucco, wood siding or other material.
- (7) Relationship of textures. The predominant textures of an area may be smooth, such as stucco, or rough, as bricks with tooled joints or horizontal wood siding or other textures.
- (8) Relationship of color. Insofar as the mass and detail such as trim are concerned, a predominant color that may be of a natural material or a patina colored by time. Blending colors of trim is also a factor.
- (9) Relationship of architectural details. Architectural details and their relationship to the structure in question and adjacent ones, including but not limited to cornices, lintels, arches, quoins, balustrades and iron work, chimneys, etc.
- (10) Relationship of roof shapes. Buildings should have compatible roof shapes such as gable, mansard, hip, flat, gambrel and/or other kinds of roof shapes.
- (11) Walls of continuity. Physical ingredients such as brick walls, wrought iron fences, evergreen landscape masses, building facades or combinations of these form continuous, cohesive walls of enclosures along the street and should be maintained.
- (12) Directional expression of front elevation. Preserving the orientation of structural shapes, plan of openings and architectural detail that reflect a predominantly vertical or horizontal character to the building's facade.
- (13) Scale. Scale is created by the size of units of construction and architectural detail that relate to the size of man. It can also be determined by building mass and how it relates to open space. The major elements of scale may be brick or stone units, window or door openings, porches and balconies, etc.
- (14) In making its recommendation, the Historic Commission shall also consider the specific elements of a property, including such features as traffic gates, fences, railings, windows, doors, porches, balustrades, columns, balconies, facades and roof, whether in the

nature of replacements or just repairs, even though these features may not necessarily require formal Building Permits under other codes of the Township.

H. Financial feasibility.

- (1) The Historic Commission may consider the financial feasibility of its recommendations in response to a request for a Historic Resources Alteration Permit or Demolition Permit for the erection, reconstruction, alteration and restoration of a building or structure. Financial feasibility shall be determined by the Historic Commission on the basis of an unreasonable economic hardship caused by the cost of the repair or replacement in-kind of whole or part of a building or structure, which determination shall be made based on evidence presented by the Applicant.
- (2) The applicant shall submit a minimum of three estimates from bona fide contractors and/or vendors substantiating his or her claim that the financial feasibility of repair in-kind is an unreasonable economic hardship. The Board shall determine the condition of said architectural feature based on its inspection, photographs or report from the Building Inspector or preservation staff or consultant. No substitute material shall be approved which is inappropriate, incompatible or is destructive or has the potential to be destructive to the original fabric of the building or structure.

I. Variations. The Historic Commission may consider recommending variations from the existing conditions in a manner that will be in harmony with the character of the other buildings or structures on the street.

J. Sustainable/Modern Improvements. The Historic Commission shall recommend the addition of modern improvements to Historic Resources which materially contribute to the environmental sustainability of the Historic Resource, provided that such modern, sustainable improvement shall not alter the essential character of the Historic Resource. An example of such a modern, sustainable improvement is a solar panel, provided that the placement of such solar panel is proposed in a location which shall not alter the essential character of the Historic Resource.

J. The height of any new building or structure shall not exceed the height of the tallest adjacent building or structure by 10%. This requirement shall also apply to any proposed modifications to existing buildings or structures.

K. Where the Historic Commission recommends and the Board of Commissioners approves demolition of a historic building or structure a good faith effort shall be made by the Township and the owner(s) to move said building or structure to a proximate site. If moving a building or

structure slated to be demolished is economically or practically infeasible, efforts shall be made to salvage architectural features of said building or structure for use within the Township.

- L. Upon review, structures determined by the Historic Commission to be noncontributing to the historic value and architectural character of the Historic Resource will not be required to obtain a Historic Resources Alteration Permit or Demolition Permit.
- M. In addition to the above, all other Township laws and ordinances shall be complied with, including the Zoning and Subdivision Ordinances

§ 46-10. Unreasonable Economic Hardship.

- A. When a claim of unreasonable economic hardship is made due to the effect of this chapter, the owner of record must present evidence sufficient to prove that, as a result of the Article XIID (Historic Resource Overlay District) of the Zoning Ordinance and this Chapter, he is unable to obtain a reasonable return or a reasonable beneficial use from a resource. The owner of record shall submit by affidavit to the Historical Commission information which shall include but not be limited to the following:
 - (1) Date the property was acquired by its current owner.
 - (2) Price paid for the property (if acquired by purchase) and the relationship (if any) between the buyer and the seller of the property.
 - (3) Mortgage history of the property, including current mortgages.
 - (4) Current market value of the property in the opinion of the owner.
 - (5) Owner's equity in the property.
 - (6) Income and expense statements for the past two years.
 - (7) Past capital expenditures during ownership of current owner.
 - (8) Appraisals of the property obtained within the previous two years.
 - (9) Income and property tax factors affecting the property.
 - (10) All appraisals obtained within the previous two years by the owner or applicant in connection with purchase, offerings for sale, financing or ownership of the property, or state that none was obtained.
 - (11) All studies commissioned by the owner as to profitable renovation, rehabilitation or utilization of any structures or objects on the

property for alternative use, or a statement that none were obtained.

(12) Estimate(s) of the cost of the proposed erection, reconstruction, alteration, restoration, demolition or razing and an estimate(s) of any additional cost(s) that would be incurred to comply with the recommendations of the planning board for changes necessary for it to approve a Historic Resources Alteration Permit or Demolition Permit.

(13) Form of ownership or operation of the property, whether sole proprietorship, for-profit or nonprofit corporation, limited partnership, joint venture or other.

B. The Historical Commission may require that an applicant furnish additional information relevant to the Historical Commission's determination of unreasonable economic hardship.

C. The Historical Commission may receive and consider studies and economic analyses from other Township agencies and from private organizations relating to the property in question.

D. Should the Historical Commission determine that the owner's present return is not reasonable, it shall consider whether there are other uses currently allowed that would provide a reasonable return and whether such a return could be obtained through investment in the property for rehabilitation purposes. The Historical Commission may choose to recommend to the Board that special economic incentives be developed to assist the owner of the resource in maintaining it and obtaining a suitable economic return or achieving a reasonable beneficial use.

E. The Historical Commission may seek the assistance of appropriate local, statewide or national preservation organizations in developing solutions which would relieve the owner's economic hardship. If the Historical Commission chooses to explore such options, the Historical Commission may delay issuing a recommendation for a Historic Resources Alteration Permit or Demolition Permit on the basis of economic hardship for a period of 90 days in addition to time periods otherwise applicable.

F. Should the applicant satisfy the Board of Commissioners, after having received a recommendation from the Historical Commission, that the applicant will suffer an unreasonable economic hardship if a Historic Resources Demolition Permit is not approved, and should the Historical Commission be unable to develop with the Township or appropriate local, statewide and national preservation organization a solution which can relieve the owner's economic hardship, the Board must approve the Historic Resources Demolition Permit.

§ 46-11. Violations and Penalties.

Any person who violates the terms of this article shall be subject to the fines and penalties imposed under this Chapter, as well as applicable fines and penalties imposed under any other applicable provision(s) of the Code of Springfield Township. The Township shall be entitled to impose any remedies provided in this code or as allowed by state or federal law. In addition:

- A. Any person who alters or demolishes a Historic Resource in violation of the provisions of this article, or in violation of any parameters or conditions specified in a permit issued under the terms of this article, shall be required to restore the building, structure, object, resource, or site to its appearance prior to the violation. Such restoration shall be in addition to, and not in lieu of, any penalty or remedy available under this chapter or any other applicable law.
- B. The Township shall withhold issuance of any Building Permit for any property which, at the date of enactment of this chapter or any amendment thereto, was included on the Historic Resources Inventory and that subsequently involved an alteration or demolition in violation of this article, for three (3) years from the date of the Notice of Violation, unless the Building Permit is to be issued for the purpose of restoring the Historic Resource to its condition and appearance immediately prior to the violation or to a historically significant condition.
- C. Any special exception application, zoning application, or subdivision or land development application involving any property which, at the date of enactment of this chapter or any amendment thereto, was included on the Historic Resources Inventory and that subsequently was altered or demolished in violation of this article shall not be approved for three (3) years from the date of notice by the Township to the property owner of the violation, except upon the condition of satisfactory restoration of any such resources unless the approval is for the purpose of restoring the Historic Resource to its condition and appearance immediately prior to the violation or to a historically significant condition.
- D. Any person, property owner, occupant, or contractor who alters or demolishes a Historic Resource, but fails to obtain the appropriate Historic Resources Alteration Permit or Demolition Permit pursuant to this ordinance or any other applicable ordinance of the Township needed to alter or demolish a structure shall be liable, upon conviction of such a violation, to a fine not to exceed \$1,000 (One Thousand dollars) for each and every violation, plus court costs and reasonable attorney's fees. Each day that the violation is uncorrected shall constitute a separate violation subject to the same penalties. This remedy shall be in addition to, and not in lieu of, any other remedy available under this chapter or under other applicable law.

§ 46-12. Enforcement.

In addition to the above remedies, the Township may take other appropriate legal action, which may include equitable and injunctive relief, to enforce the provisions of this chapter.

§ 46-13. Appeals.

Upon receipt of the written decision of the Board of Commissioners, the Zoning Officer shall notify the applicant for a Historic Resources Alteration Permit or Demolition Permit. The applicant or any person or entity made a party to the hearing may appeal the decision on the Historic Resources Alteration Permit or Demolition Permit as provided by law.

§ 46-14. Historic Resources Inventory.

The buildings, structures, objects, resources, and sites identified and/or located on the list approved by Resolution of the Board of Commissioners shall comprise the Historic Resources Inventory of Springfield Township, and such Historic Resources Inventory may be amended from time to time by further Resolution of the Commissioners, provided that the procedures set forth in this Article, and as may be more fully described in any Pennsylvania Historic Resource Form associated with such properties, have been satisfied.

SECTION IV. – Amendment to the Official Zoning Map of Springfield Township

The Official Zoning Map of Springfield Township is hereby amended to include all properties within the Township in the Historic Resource Overlay District.

SECTION V. – Severability

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

SECTION VI. – Failure to Enforce not a Waiver

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

SECTION VII. – Effective Date

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

SECTION VIII. – Repealer

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

SECTION IX. – Comprehensive Plan

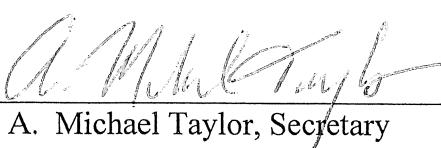
To the extent the Township Comprehensive Plan is in any way inconsistent with the Zoning Map Amendment embodied in this Ordinance, the Land Use Plan in the most recent draft of the Township Comprehensive Plan is hereby deemed modified to reflect a proposed land use consistent with the Zoning Map Amendment embodied in this Ordinance.

ORDAINED AND ENACTED by the Board of Commissioners of Springfield Township, Montgomery County, Pennsylvania, this 11th day of December 2019.

BOARD OF COMMISSIONERS OF
SPRINGFIELD TOWNSHIP

By: 
Jeffrey T. Harbison, President

ATTEST:


A. Michael Taylor, Secretary

**RECYCLING REPORT
STATISTICAL DATA
FOR THE MONTH OF DECEMBER 2025**

	<u>THIS MONTH</u>	<u>YEAR TO DATE</u>	<u>2025 BUDGET</u>
Materials Collected (tons)			
Single Stream Recyclables	201.34	1,939.93	1,996.5
Householder Participation			
No. of Curb Stops	27,271	268,683	266,263
Percent of Total (7,200)	75.8	69.2	71.0
Avg. Lbs. per Curb Stop	14.8	14.4	14.8
Sales Value of Recyclables (net)			
Single Stream Recyclables (\$39.38)*	(7,928.77)	(38,545.53)	(70,538.36)
Disposal Savings/Cost Avoidance			
COVANTA Tipping Fee @ \$82.75	16,660.89	160,529.22	162,727.88
State Performance Grant			
Prorated Annual Award	2,426.67	29,120.00	29,120.00
Grand Total Sales/Savings	11,158.79	151,103.69	121,309.52
Cost of Collection (prorated)			
Labor and Overhead	(28,134.58)	(337,615.00)	(337,615.00)
Equipment Cost	(5,250.00)	(63,000.00)	(63,000.00)
General Expense/Recycling Center	(83.33)	(1,000.00)	(1,000.00)
Total Cost	(33,467.91)	(401,615.00)	(401,615.00)
Net Income and Saving	(22,309.12)	(250,511.31)	(280,305.48)

* ESTIMATED; Sales value adjusts monthly

**INTERGOVERNMENTAL AGREEMENT TO FORM A CONSORTIUM
FOR THE IMPLEMENTATION OF A WISSAHICKON CREEK WATER QUALITY
IMPROVEMENT PLAN (WQIP) AND RELATED STORM WATER MANAGEMENT
ACTIVITIES FOR THE WISSAHICKON CREEK WATERSHED**

THIS AGREEMENT is hereby made by and between the following municipalities, city, and wastewater treatment plants (WWTPs) that are within the Wissahickon Creek Watershed:

<i>Municipalities</i>	<i>Waste Water Treatment Plants (WWTP)</i>
Abington Township	Abington Township WWTP
Ambler Borough	Ambler Borough WWTP
Cheltenham Township	
Lansdale Borough	Upper Gwynedd Township WWTP
Lower Gwynedd Township	Bucks County Water & Sewer Authority (as providing services for Upper Dublin waste water treatment)
Montgomery Township	
North Wales Borough	
Springfield Township	
Upper Dublin Township	
Upper Gwynedd Township	
Whitemarsh Township	
Whitpain Township	
<i>City</i>	
City of Philadelphia	

The Municipalities and City executing this Agreement are hereinafter referred to individually as a "Party" and collectively as the "Parties". Except for the Bucks County Water & Sewer Authority, the remaining WWTPs are not separate legal entities and are part of their corresponding municipal entities (e.g., Upper Gwynedd Township WWTP is within Upper Gwynedd Township). Therefore, such WWTPs shall not be separate signatories to the Agreement. The Bucks County Water & Sewer Authority shall also not be a signatory nor a Party to this Agreement but is referenced herein for the limited purpose of identifying it as the sewer provider for Upper Dublin Township, who is a signatory and Party to this Agreement. It is understood by the Parties that in or about 2026 the wastewater from Upper Dublin is to be directed to the Ambler WWTP, and therefore, to the extent necessary for purposes of this Agreement, Ambler WWTP shall be considered the successor for Bucks County Water & Sewer Authority.

BACKGROUND

WHEREAS, the Parties have prepared a Water Quality Improvement Plan (WQIP) for the Wissahickon as an alternative to the Draft Phosphorus Total Maximum Daily Load

(TMDL) prepared by the US EPA, and the preparation of the WQIP was permitted under the US EPA’s “A Long-Term Vision for Assessment, Restoration, and Protection” under the Clean Water Act Section 303(d) Program (December, 2013); and

WHEREAS, the Parties desire to satisfy the requirements of the US EPA and PA DEP regarding water quality standards for the Wissahickon Creek, and to see gradual and sustained water quality improvement as evidenced through monitoring metrics put forth in the WQIP; and

WHEREAS, recognizing that each Party has an ongoing obligation as to stormwater discharge and improvements through their respective MS4 permitting requirements and that by working together each Party may realize greater benefits for projects; and

WHEREAS, the issues associated with US EPA and PA DEP Wissahickon Watershed compliance are too large and interconnected for any one Party to address effectively alone, the Parties desire to form a Consortium called the “Wissahickon Creek Watershed Consortium” for the implementation of programs, policies, and projects outlined in the WQIP and to undertake similar projects for water quality improvement over the course of the implementation period through regional cooperation; and

WHEREAS, the Intergovernmental Cooperation Act 53 Pa. C.S.A. §2301 *et seq.* permits local governmental entities to enter into intergovernmental cooperation agreements with each other and to delegate any functions, powers or responsibilities to another governmental unit, local government or authority; and

WHEREAS, the Intergovernmental Cooperation Act also authorizes municipalities and local governmental entities, as defined therein, to form or create a council or consortium of governing bodies or similar entity separate from the organizing governing bodies so long as such action is approved by ordinance; and

WHEREAS, the City of Philadelphia is not subject to the Intergovernmental Cooperation Act because it is not a “local government” as defined therein, but has pursuant to the Philadelphia Home Rule Charter and the Pennsylvania Constitution, Art. 9, §2, the City of Philadelphia (the “City”) complete powers of legislation and administration in relation to its municipal functions, and the executive and administrative power of the City is exclusively vested in and exercised by a Mayor and such other departments authorized by the City’s Charter; and

WHEREAS, having reviewed and negotiated this Agreement, the Parties hereby desire to establish a Wissahickon Creek Watershed Consortium with the corresponding duties, roles and responsibilities for the implementation of the WQIP and related matters as set forth herein.

NOW, THEREFORE, in consideration for the mutual promises contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Incorporation of Background Section. The Parties hereby incorporate by reference the Background Section above as if set forth herein at length.
2. Authority. This Agreement is entered into pursuant to the provisions of the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §§2301 *et seq.*, the Philadelphia Home Rule Charter and the Pennsylvania Constitution, Art. 9, §2.
3. Consortium Formation. With the approval of this Agreement, the Parties hereby form the Wissahickon Creek Watershed Consortium for the purposes and intents as set forth herein and with the authority to act, operate or otherwise perform in accord with the provisions as also set forth herein. For those Parties subject to the Intergovernmental Cooperation Act, such Parties understand and agree that adoption of this Agreement or any amendments thereto must be accomplished by Ordinance to comply with the consortium requirements under the Intergovernmental Agreement Act. For those Parties not subject to the Intergovernmental Cooperation Act, such Parties understand and agree that adoption of this Agreement or any amendments thereto must be accomplished in accordance with applicable law. Nothing in this Agreement shall be construed by any Party or any third-party to form or create an “authority” as such term is used in the Pennsylvania Municipal Authorities Act among the Parties for the purposes and intents set forth herein. Concurrently with the formation of the Wissahickon Creek Watershed Consortium under this Agreement, the Parties agree that the existing Wissahickon Clean Water Partnership shall be dissolved and all assets transferred to the Consortium within three (3) months of the date of this Agreement.
4. Definitions. The following terms shall be defined as follows:

Wissahickon Creek Watershed Consortium (“WCWC” or “Consortium”) shall mean the body comprised of such Representative and Alternative member as selected in accord with Section 9 below and from the City and each municipality having adopted this Agreement or otherwise indicated its intent to commit to the stipulations of this Agreement.

Water Quality Improvement Plan (“WQIP”) shall mean the plan submitted to the US EPA and the PA DEP as an alternative to the Draft Phosphorus TMDL prepared by the US EPA in order to address water quality standards for the Wissahickon Creek.
5. Goals and Objectives. In addition to such goals and objectives as stated or referred to in the Background Section and in the WQIP, this Agreement shall have the following goals and objectives:
 - A. Implement the WQIP to achieve water quality and hydrology improvements in the Wissahickon Creek Watershed Area including the creek and its tributaries as reflected in such metrics as outlined in the WQIP indicating that water quality standards (WQS) have been attained.
 - B. Sustain over the implementation period the installation of stormwater

infrastructure and/or stormwater control measures (SCM) and/or stream restoration/protection and infiltration projects as listed in the WQIP (or other projects similar in scope and impact).

C. Encourage adoption of the policies and programs listed in the WQIP (or those similar in scope and impact) so that municipal ordinances in the watershed contain reasonably uniform water quality protection standards.

D. Implement programs that encourage installation of SCM and/or Best Management Practices of stream restoration projects, and other water quality actions on private property.

E. Document sustained improvement in the biological life (to be measured in accordance or consistent with the WQIP) in the creek, along with sustained improvement in additional metrics listed in the WQIP through an approved water quality monitoring program.

F. Document efforts among the WWTPs towards optimization of treatment processes and the resulting improvement in effluent phosphorous concentration through periodic effluent testing.

G. Implement a robust monitoring program and regularly report the results to PA DEP and US EPA, following the protocol outlined in the (Permit or regulatory program determined by PA DEP).

6. WQIP Approval.

A. As part of the existing Wissahickon Clean Water Partnership, the Parties have jointly submitted the WQIP to the PA DEP and US EPA for review and approval.

B. Once approval is obtained, the Parties hereby agree and authorize the Consortium to act with regard to the following:

(1) Undertake the completion of the stormwater infrastructure Best Management Practices and/or SCM and/or stream restoration/protection projects or other similar projects as identified on the schedule attached hereto Exhibit “B” (hereafter referred to as “Approved Projects”) in accordance with the WQIP and this Agreement including subject to project and engineering feasibility or benefit and funding availability; and

(2) Identify, define and determine, through the implementation of the WQIP, any alternate projects that should be considered for implementation (hereafter referred to as “Alternative Projects”), which Alternative Projects must be approved as provided for in this Agreement to be included as an Approved Project.

C. Policies and Procedures. The Parties acknowledge and agree that the WQIP shall require each Party to adopt certain policies and procedures, and therefore each participating entity shall adopt such policies and procedures as requested by the WCWC or required by the WQIP.

7. Effective Date. The Effective Date of this Agreement shall be _____, 202 _____ by which time all Parties subject to the Intergovernmental Cooperation Act or other law shall have adopted an Ordinance in a form substantially similar to the form attached hereto as Exhibit “C” authorizing the execution of this Agreement or taken such other action as may be required by law in order to approve and execute this Agreement.

8. Term. The WQIP as prepared and submitted contemplates a 20-year review and compliance period. While each Party’s MS4 permit (“MS4 Permit”) should be valid for a five-year period, the Parties intend and agree that the term length of this Agreement should extend longer than any individual MS4 permitting period. Therefore, this Agreement shall have an initial term of ten (10) years from the Effective Date as set forth above (“Initial Term”). Unless an authorized written notice is provided by a Party to the WCWC within 180 days’ prior to the end of the Initial Term advising of said Party’s intent not to renew, this Agreement shall automatically renew for one additional 10-year term (“Renewal Term”). For purposes of this non-renewal notice, authorized shall mean a non-renewal notice that was approved or authorized at a public meeting in accord with the Pennsylvania Sunshine Act. The Initial Term and Renewal Term shall collectively and individually be referred to as the “Term”. The Parties may extend this Agreement for additional periods through the adoption of an Amendment or through an Amended Agreement as approved in accordance with applicable law. In the event that this Agreement is not extended beyond the Initial Term or Renewal Term, nothing in this Agreement shall prevent or preclude the Parties or a portion thereof from preparing and executing the same or other agreement for the formation of a new consortium or other intergovernmental arrangement for the same or similar purposes as contained herein.

9. Management. Prior to the execution and approval of this Agreement, the Parties entered into an Intergovernmental Agreement for the Development of a Water Quality Improvement Plan for the Wissahickon Creek Watershed with additional extensions (hereafter referred to collectively as “Prior Agreements”). Under the Prior Agreements, the Parties formed a management committee for administration and management. The Parties desire to continue the use of the same structure for the operation of the Consortium and administration of the WQIP and the associated Projects. The structure and functions of the Consortium shall be as follows:

A. Primary and Alternate representatives. Each Party¹ shall be entitled to a primary voting representative and alternate voting representative on the Consortium. The governing body of each Party shall appoint one elected or appointed official and one staff member and designate which of these two individuals shall serve as the primary voting representative and the alternate voting representative on the

¹ As noted previously, WWTP are not Parties as defined in this Agreement and are therefore not entitled to their own, separate and independent primary and alternative representatives on the WCWC.

Consortium. The name of and contact information for each representative and alternate shall be provided to the Consortium in writing, as well as any subsequent changes to the same. The alternate shall be entitled to participate fully in all meetings of the Consortium but may vote only when the primary voting representative is unavailable.

B. Term and vacancies. The appointed members of the Consortium shall serve until removed by the governing body that appointed such member. Where there is a vacancy on the Consortium for any reason, the Party and, where applicable, its respective governing body responsible for filling such vacancy shall appoint a new primary voting representative or alternate voting representative, as the case may be, in a timely manner and that shall not exceed six (6) months from the date of vacancy. The failure of a Party or its respective governing body where applicable to appoint a member or to allow a vacancy in the Consortium's membership shall not preclude or prevent the remaining members to meet or conduct business.

C. Representative to report. The members of the Consortium shall be responsible for providing regular reports to their respective governing body and for providing drafts of materials prepared for and by the Consortium to the governing body for each Party.

D. Officers.

(1) Chairperson, Vice Chairperson, and Other Officers. The Consortium shall elect from its membership a Chairperson and a Vice Chairperson, and such other officers not otherwise set forth herein and that the Consortium deems appropriate. The Chairperson shall preside over all public meetings of the Consortium and perform such other duties as may be permitted under this Agreement or authorized by the Consortium. In the Chairperson's absence or incapacity, the Vice Chairperson shall preside and perform the duties of the Chairperson. The Consortium may designate two Co-Chairpersons in lieu of a Chairperson and Vice Chairperson.

(2) Secretary. The Consortium shall also elect or appoint a Secretary, who may or may not be a member and shall serve as the clerk to the Consortium and shall be responsible to prepare and provide the minutes of any and all public meetings and keep all other records of the Consortium as may be required by law. If a third-party consultant or other non-member is hired to prepare minutes, then reasonable compensation may be given for the services provided.

(3) Treasurer. The Consortium shall also elect or appoint a Treasurer, who may or may not be member. The Treasurer shall be responsible for receiving, depositing and accounting for all sums paid to or received by the Consortium. The Treasurer shall also be responsible for the payment of all monies on direction of the Consortium. Electronic signatures and transactions may be used unless otherwise prohibited by law. The Treasurer shall preserve such account books, papers, documents or other records as may be required in accordance with accepted accounting practices. The Treasurer may be required by the

Consortium to obtain a bond in an amount determined by the Consortium conditioned for the faithful performance of the Treasurer's duties. If a third-party consultant or other non-member is hired, then reasonable compensation may be given for the services provided. If a bond is required by the Consortium, the Consortium may pay for or reimburse the costs of the bond.

(3) Annual Elections. Except for the first calendar year when the Consortium is formed through the adoption of this Agreement, all officers including the Chairperson, Vice Chairperson, Secretary and Treasurer shall be elected or appointed annually at the first public meeting held by the Consortium for each calendar year. Such appointed officers shall hold their positions until the next calendar year's election unless he or she resigns as an officer or is removed by a majority vote of the Consortium during their term in office, at which time the Consortium shall elect or appoint a new individual, as may be applicable, to fill such position.

E. Meetings; Purpose and Authorized Activities. The Consortium shall organize and schedule regular meetings, which shall occur at least once every three months or quarterly. Consortium members shall be entitled to attend all meetings of the WCWC, and to be provided written notice of all meetings by regular mail, facsimile or email. The purpose of the meetings shall be to conduct the following activities as necessary:

(1) To establish or create committees or subcommittees (i.e. a technical subcommittee or administrative subcommittee) as determined to be appropriate or necessary, and to designate and appoint members or other individuals to serve on such committees or subcommittees

(2) To prioritize and evaluate the Approved Projects and create and approve a list of Approved Projects including the order of their prioritization to be commenced, continued, or completed during a given calendar year (hereafter referred to as the "Annual Work Plan"). The Annual Work Plan should include a sufficient number of Approved Projects to achieve compliance with the requirements imposed upon the Parties by the WQIP, the PA DEP, and US EPA. As part of the creation and approval of the Annual Work Plan, the Consortium may consider project feasibility including a cost-benefit analysis as well as the sequence or prioritization of Approved Projects. The Consortium shall not de-fund or refuse to include a previously Approved Project in the Annual Work Plan when such Approved Project is a multi-year project whose construction began in a prior Annual Work Plan, unless a funding issue is encountered and the Approved Project may be completed in separate phases or sections.

(3) To modify the Annual Work Plan and to permit reimbursement for Approved Projects not on the Annual Work Plan.

(4) To identify and add Alternate Project(s) to the Approved Project list as contained in Exhibit B by an affirmative vote of three-fourths (3/4) of the then

existing parties to this Agreement. For purposes of the current number of Parties to this Agreement, approval to add an Alternative Project will require an affirmative vote of 10 out of 13 members.

(5) To review and submit progress reports to the Consortium Parties for submission to PA DEP and US EPA, as may be required or directed.

(6) To review costs, fees and expenses related to the WQIP, the Approved Projects, and any Alternate Projects and provide information to each Party.

(7) To determine and approve the estimated cost(s) or budget(s) for the Annual Work Plan and assess / invoice the Parties for contributions or other costs as authorized by this Agreement based on such estimated cost(s) and budget(s) and for other anticipated expenses such as administrative and/or professional consulting costs identified by the Consortium.

(8) To authorize or approve grant submissions or grant applications to be submitted on behalf of the Consortium for grants or similar external funding to be used for the purposes of this Agreement.

(9) To present, discuss, and provide recommendations for other action to the Parties as may be necessary or appropriate to implement the WQIP, the Approved Projects and any Alternate Projects.

(10) Subsequent to the PA DEP and US EPA approval of the WQIP, the Consortium **shall not** have the authority to modify or amend the WQIP absent further approval by the Parties as required by law, which approval may also require approval by third party agencies. The Consortium may, at any time, recommend amendments or additions to the WQIP to the parties for potential submission to PA DEP or US EPA.

(11) The Consortium may take such other action(s) in furtherance of the provisions of this Agreement or the WQIP.

F. Official Action; Quorum; Voting. Except as otherwise provided herein, all voting shall be completed by voice vote and decisions shall be based on a simple majority vote of members of the Consortium in attendance. Each primary voting member or alternate, as appropriate, in attendance shall be entitled to one (1) vote on all matters addressed at a meeting for which a vote is taken. A quorum (more than 50% of Consortium members as represented by a voting representative, whether the primary voting representative or an alternate) is necessary for the Consortium to take official action. Unless otherwise prohibited by law, meetings may be held virtually and Consortium members may participate virtually if a virtual option is provided. Virtual participation shall count for quorum purposes. Unless otherwise set forth in this Agreement, the Consortium may adopt its own meeting procedures and, in the absence of an adopted or established rule or procedure, the Consortium shall follow Roberts Rules of Order.

G. Compliance with Applicable Law. The Consortium shall comply with all laws applicable to the Parties, including, but not limited to, the Public Official and Employees Ethics Act, the Sunshine Act, and any and all other applicable laws. Specifically, and without limitation to the foregoing, the Consortium shall comply with applicable requirements of Chapter 23, Subchapter A (relating to intergovernmental cooperation) of the General Local Government Code, 53 Pa. C.S. §2301 et seq.

H. Consortium Account. Prior to the execution and approval of this Agreement, the Parties established a joint bank account that was formed and maintained by the Wissahickon Clean Water Partnership that was used to hold funds to be used as part of the expenses associated with the Prior Agreements' activities. Said existing joint account shall be closed and the assets transferred to the Consortium as part of the dissolution of the Wissahickon Clean Water Partnership as set forth in this Agreement. A new bank account or accounts shall be established for the Consortium along with any necessary legal documentation for the creation of an account such as an Employer Identification Number (EIN). The funds therein may be used for any audit, reimbursement of administrative costs and expenses to Wissahickon Trails and Montgomery County Planning Commission or other approved consultants or third-party service providers. Administration of these funds to pay for proper expenses under this Agreement shall be the responsibility of the Treasurer.

11. Wissahickon Trails. Wissahickon Trails is a Pennsylvania non-profit land conservancy whose mission includes helping to improve the water quality of the Wissahickon Creek Watershed. Wissahickon Trails has been part of the Prior Agreements and in the development of the WQIP. The Parties hereby agree and acknowledge that the WQIP includes provisions identifying that Wissahickon Trails shall be used to assist in providing administration and implementation and related services. The Parties through this Agreement hereby agree that Wissahickon Trails shall continue to be retained and their services used for the implementation and administration of the WQIP as outlined in the scope of services attached hereto as Exhibit _____. The Consortium shall work with Wissahickon Trails as appropriate for the management and administration of the WQIP. The Consortium and Wissahickon Trails may renegotiate the consultant agreement annually.

12. Project Administration/ Construction. As stated above, the Consortium shall approve an Annual Work Plan that shall list and prioritize which Approved Projects will be commenced, continued, or completed during a calendar year. Approved Projects are located on either real property owned by a Party or Parties (a.k.a. municipal owned property) or privately owned.

A. For Approved Projects located on municipal owned property, the Party or Parties who owns said property may elect to be responsible for all design, bidding, contract administration, construction management, project construction costs and any other services required in connection with the construction of said Project (“Construction Administration Services”). If a Party or Parties elect to perform Construction Administration Services, then the Party or Parties must submit requests to

the Consortium to obtain reimbursement for any costs of the Construction Administration Services. Prior to commencing any work, the Party shall obtain from the Consortium the estimated or budgeted amount for the Project. If the Construction Administration Services exceeds the estimated or budgeted amount, the Party shall notify the Consortium immediately in order to determine if additional funds are available. If a Party proceeds with the Approved Project without obtaining prior confirmation that additional funding is available for reimbursement, then the Party may not be reimbursed for amounts above the Consortium estimated or budgeted cost and all reductions credits shall continue to be applied in accord with this Agreement. If a Party or Parties do not elect to perform Construction Administration Services on a municipally owned property, then the Consortium or its designated consultant(s) such as Wissahickon Trails shall perform the Construction Administration Services with costs to be paid directly from the Consortium.

B. For Approved Projects located on privately owned property, the Consortium or its designated consultant(s) such as Wissahickon Trails shall perform the Construction Administration Services with costs to be paid directly from the Consortium.

13. Contributions and Invoicing.

A. WQIP Costs and Expenses. Each Party shall share in the costs and expenses related to the completion, approval and submission of the WQIP, including all costs and expenses associated with any professional services rendered in connection with the WQIP in accordance with the Prior Agreement.

B. Ongoing Administrative Costs and Expenses. Each Party shall provide an annual contribution to the Consortium in the amount as set forth in the attached Administrative Contribution Formula that is attached hereto as Exhibit ____ (hereafter “Administrative Contribution”). The Administrative Contribution shall be used to pay for expenses incurred by the Consortium that is not or cannot be billed or invoiced as part of an Approved Project such as expenses relating to Consortium meetings, compliance, or grant submission or search opportunities.

C. Annual Project Construction Costs and Expenses. Each Party shall provide an annual contribution to the Consortium for the costs and expenses to design, obtain permits/approvals and construct the Approved Projects (and any Total Replacement as defined below), including costs and expenses associated with any professional services rendered in connection with the design, permitting, construction and implementation (hereafter “Project Cost Contribution”). The Project Cost Contribution shall be calculated pursuant to the formula as attached hereto as Exhibit _____. If requested by a Party in advance and approved by the Consortium, a Party may be given a reduction or payment of its Project Cost Contribution in an amount reasonably determined by the Consortium for that Party’s use of its own professionals, staff, or employees for in-house construction of Approved Projects.

D. Invoicing. Each Party shall be invoiced by the WCWC for its Administrative

Contribution, Project Cost Contribution, or such other fees or costs as determined by the Consortium and related to this Agreement. While Administrative Contributions will be invoiced annually due to the nature of their intended use, the Consortium may elect to invoice Project Cost Contributions or other fees or costs on an annual, semi-annual, or quarterly basis. All invoices shall be paid within 30 days of issuance. The Parties agree that, at the time of signing this Agreement, an initial contribution in the amount of _____ shall be paid and that shall serve as each Party's Administrative Contribution for the remaining part of the first calendar year.

E. Maintenance and Repair Obligations. Unless otherwise specified by another document such as an easement or maintenance agreement, routine maintenance and repair for an Approved Project that is constructed and completed shall be the responsibility of the Party wherein the Approved Project is located. Any total replacement or complete reconstruction of an Approved Project that is not due to the negligent or failure to maintain the Approved Project and reconstruction or replacement is required or directed by PA DEP, US EPA or other regulatory agency with jurisdiction (“Total Replacement”) may be included as part of the Project Cost Contribution payable by all Parties.

F. Grant Funding. The Parties agree that grant funding opportunities should be pursued in order to fund or offset costs. The Parties agree to cooperate with each other and the Consortium to seek out and apply for grant opportunities that the Consortium identifies may be appropriate. Wissahickon Trails or other designated third parties may provide services to assist in identifying or submitting grants and may serve as a private partner for grant opportunities. The costs for preparation and submission of grant applications shall be considered part of the Administrative Contribution and, if awarded, the costs for administering the grant shall be considered part of the Project Cost Contribution if permitted by the grant. Each Party agrees to pass a resolution in support of any grant application(s) if requested by the WCWC. Unless otherwise directed by the Consortium or as reasonably required by the grant itself, any grant funding received shall be deposited into the Consortium Account and applied to reduce the Project Cost Contribution for the Project(s) included in the grant. Additionally, when a grant is awarded to offset project costs, the balance of the grant is to be drawn down prior to determining project allocation from the consortium account. Further, the Consortium's account may be used to meet match requirements for grant applications authorized by the WCWC for Approved Projects provided that such matching was part of the original grant application authorization by the WCWC. Any grant funding received shall be deposited into the Consortium Account and applied to reduce the cost and expenses of the Approved Project(s) as directed by the grant and the reduced cost and expense shall be the basis for calculating Project Cost Contributions.

G. Reimbursement Requests for Projects Not Contained in the Annual Work Plan. As set forth above, the Consortium shall approve an Annual Work Plan that contains the list of Approved Projects and order in which the Approved Projects will be constructed or performed in a calendar year. In the event that a Party performs or constructs an Approved Project that is not on the Annual Work Plan, then such Party may request reimbursement for some or all costs from the Consortium. The

Consortium is under no obligation to approve reimbursement, and approval may be contingent upon available funding following completion of the Annual Work Plan and consideration of other pending Approved Projects. If an Approved Project is completed by a Party outside of the Annual Work Plan and the costs are reimbursed in whole or in part through Consortium funds, then the reduction credits associated with the Approved Project shall be allocated to all Parties as set forth in this Agreement.

14. Consortium Reporting and Target Metrics. It is the Parties understanding and intent that, unless otherwise specified by the PA DEP or US EPA, full participation in the Consortium will achieve or reasonably achieve compliance with PA DEP and or US EPA volume management or equivalent requirements for the Wissahickon Watershed area that are placed upon each Party. Parties to this Agreement who are not in default shall receive an annual report documenting acres treated in the Wissahickon Watershed area and full participation towards implementation of WQIP goals as may be outlined in the annual workplan that may be submitted with each Parties' MS4 reporting. It is expected or anticipated that MS4 permits will reference each Parties' collaboration in the Consortium towards implementing the WQIP. Target metrics will be tracked in accordance with PA DEP authorization of MS4 permits and goals outlined in the WQIP for target metrics and will be tracked collectively watershed-wide and reported to the PA DEP through the Consortium annual report. In addition, the Parties to this Agreement who are not in default shall also have access to technical support services to assist project advancement, such as grant writing/administration, and project planning, design, permitting, and oversight as it relates to Approved Projects, Alternative Projects, and the Annual Work Plan.

15. Termination and Wind-Up.

A. A Party may seek to terminate its participation in this Agreement by providing written notice to all other Parties with copy to Wissahickon Trails within thirty (30) days of an alleged breach of this Agreement or the WQIP. Such written notice shall identify the alleged breach and the Consortium shall be given at least thirty (30) days to cure. If the alleged breach is not cured within thirty (30) days, then the Terminating Party may take subsequent action to terminate its participation. The remaining Non-Terminating Parties may individually or collectively challenge the termination in accord with the Default procedures as set forth in this Agreement. Regardless of whether the termination is challenged, the Terminating Party shall not be entitled to a return of any contributions or fees paid by it to the Consortium or to a share of any grant funding received by the Consortium, regardless of whether said funds or monies have been expended for Approved Projects as of the termination date. The Terminating Party shall also be responsible for paying all amounts invoiced prior to its termination date, and the Consortium may modify the Annual Work Plan to remove or reprioritize Approved Projects located within the Terminating Party's boundaries. The Terminating Party shall also not be entitled to any credits for Projects completed after the termination date, even if such Projects involve the use of contributions paid by the Terminating Party. The Consortium shall also notify the appropriate state and federal agencies of the Terminating Party's termination.

B. In the event that this Agreement is not renewed, extended, or otherwise continued following the end of the Initial Term, any funds remaining in the Consortium Account shall be returned to the Parties based upon the same formulas used to determine the contributions. Such distributions of remaining funds shall occur after all outstanding expenses or invoices of the Consortium have been paid. Following disbursement of all remaining amounts, the Treasurer or other designee shall be authorized to close any bank accounts opened or held by the Consortium.

16. Amendments. The Parties agree and affirm that any amendments to this Agreement and/or the WQIP requires review and approval by their respective governing bodies.

17. Applicable Law. The Parties agree and affirm that Pennsylvania law applies to this Agreement and all matters covered by and addressed by this Agreement. It is acknowledged and agreed that if an action relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or interpretation of this Agreement in which the City is the named defendant, then the sole and exclusive jurisdiction and venue for such action shall rest with the Philadelphia County Courts. For all other actions relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or interpretation of this Agreement the sole and exclusive jurisdiction and venue shall rest with the Montgomery County Court of Common Pleas.

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

19. No Oral Modification. This Agreement may not be modified except in writing executed by all Parties. This Agreement shall be amended only in writing, by duly authorized representatives of all Parties, and such revision(s) must be approved by official action of each Party, and as required by any applicable law of the Commonwealth of Pennsylvania.

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

21. Default. In the event that any Party defaults in its obligations as set forth in this Agreement including, but not limited to, their failure to allocate or make contribution payments as invoiced, the Consortium shall make a recommendation as to whether such Party is in default of this Agreement. The governing body of each Party hereto shall thereafter pass a resolution evidencing its determination as to whether such Party is in default of the terms of this Agreement. Any Party hereto found to be in default by a majority of the Parties hereto (“Defaulting Party”) shall be subject to any or all of the following:

- A. The Parties hereto may bring suit in law or in equity seeking specific enforcement of the terms of this Agreement, injunctive relief, declaratory relief, or any appropriate relief, including, but not limited to, allocation or payment of appropriate funds or contributions for Projects and, if appropriate, completion of Projects by the Defaulting Party.
- B. If a Defaulting Party is subject to a final order to allocate funding, make contributions, complete any Project, and/or otherwise determined to have breached its contractual obligations under this Agreement, the non-Defaulting Parties shall also be entitled to all litigation costs including reasonable attorneys' fees incurred.
- C. The non-Defaulting Parties shall select one (1) attorney or Firm to represent the interests of all non-Defaulting Parties in such litigation. All non-Defaulting Parties shall be proportionally responsible for all litigation costs, including attorneys' fees, unless and until such costs are reimbursed by the Defaulting Party. Such costs may be assessed or paid through Administrative Contributions.
- D. The Defaulting Party shall further be responsible for all costs related to any enforcement action initiated by the PA DEP and US EPA, including any fines or penalties incurred as a result of the default.
- E. Prior to commencement of a civil lawsuit as referenced above, the non-Defaulting Parties and Defaulting Party may agree to mediation or arbitration upon such terms and conditions that are acceptable to both sides and that may include, but are not limited to, arbitrator/ mediator selection process, arbitrator/mediator cost, and binding or non-binding effect. This provision shall not obligate the non-Defaulting Parties from having to discuss or consider arbitration or mediation prior to commencement of a civil lawsuit.

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

22. Counterparts. This Agreement may be executed in counterparts, each of which will be an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, or by electronically scanning and e-mailing an executed counterpart signature page, while not specifically required, will be acknowledged by the Parties as being equally as effective as delivery of a manually executed counterpart of this Agreement. The use of a signature page received by facsimile, or

through an electronic scan and e-mail, shall not affect the validity, enforceability, or binding effect of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Municipalities and that City as parties hereto, have caused this Agreement to be executed by their respective duly authorized officers and their respective seals to be hereunto affixed, as follows:

Attest:

XXXX TOWNSHIP

By: _____
Name
Title

By: _____
Name
Title

Attest:

XXXX BOROUGH

By: _____
Name
Title

By: _____
Name
Title

Exhibit - Project List**DRAFT**

12/11/2025

Project Name ¹	Drainage Area ²	Sub-Watershed ³	Municipality	Project Type	Estimated Area Treated
UW001-P	Upper Wissahickon	Main Stem	Lansdale	Parking Lot Intercept	13.8
UW002-P	Upper Wissahickon	Main Stem	Lansdale	Floodplain Storage	TBD
UW003-P	Upper Wissahickon	Main Stem	Lansdale	Stormwater Control Measure	3.5
UW004-P	Upper Wissahickon	Main Stem	Lansdale	Stormwater Control Measure	6.0
UW005-P	Upper Wissahickon	Main Stem	Lansdale	Stormwater Control Measure	8.0
UWUNT001-P	Upper Wissahickon	Unnamed Tributary	Montgomery	Stormwater Basin Retrofit	65.0
UWTC001-P	Upper Wissahickon	Trewellyn Creek	Montgomery	Constructed Wetland	38.4
UWUNT002-P	Upper Wissahickon	Unnamed Tributary	North Wales	Parking Lot Intercept	0.9
UWUNT003-P	Upper Wissahickon	Unnamed Tributary	North Wales	Parking Lot Intercept	3.3
UWUNT004-P	Upper Wissahickon	Unnamed Tributary	North Wales	Constructed Wetland	124.0
UWUNT005-P	Upper Wissahickon	Unnamed Tributary	North Wales	Stream Restoration	n/a
UWUNT006-P	Upper Wissahickon	Unnamed Tributary	North Wales	Infiltration Trench	0.6
UWUNT007-P	Upper Wissahickon	Unnamed Tributary	North Wales	Subsurface Storage	1.2
UWHR001-P	Upper Wissahickon	Houston Run	Lower Gwynedd	Stormwater Basin Retrofit	7.7
UWHR002-P	Upper Wissahickon	Houston Run	Upper Gwynedd	Stormwater Basin Retrofit	34.8
UW006-P	Upper Wissahickon	Main Stem	Upper Gwynedd	Stormwater Basin Retrofit	4.7
UW007-P	Upper Wissahickon	Main Stem	Upper Gwynedd	Stormwater Control Measure	27.0
UWHD001-P	Upper Wissahickon	Haines-Dittingers Creek	Upper Gwynedd	Stormwater Control Measure	20.3
UWUNT008-P	Upper Wissahickon	Unnamed Tributary	Upper Gwynedd	Stormwater Control Measure	32.0
UW008-P	Upper Wissahickon	Main Stem	Whitpain	Stormwater Basin Retrofit	7.7
UW009-P	Upper Wissahickon	Main Stem	Whitpain	Stormwater Basin Retrofit	61.0
UWPE001-P	Upper Wissahickon	Pennlyn Creek	Lower Gwynedd	Stormwater Basin Retrofit	6.0
UWPE002-P	Upper Wissahickon	Pennlyn Creek	Lower Gwynedd	Stormwater Basin Retrofit	21.8
UWWE001-P	Upper Wissahickon	Willow Run East	Lower Gwynedd	Stormwater Basin Retrofit	35.0
UWWE002-P	Upper Wissahickon	Willow Run East	Lower Gwynedd	Stormwater Basin Retrofit	18.8
UWHD002-P	Upper Wissahickon	Haines Dittingers Creek	Upper Gwynedd	Stormwater Basin Retrofit	25.4
UWHD003-P	Upper Wissahickon	Haines Dittingers Creek	Upper Gwynedd	Stormwater Control Measure	28.0
UWHD004-P	Upper Wissahickon	Haines Dittingers Creek	Upper Gwynedd	Stream Restoration	n/a
UWHR003-P	Upper Wissahickon	Houston Run	Lower Gwynedd	Parking Lot Intercept	7.8
UW010-P	Upper Wissahickon	Main Stem	Whitpain	Stormwater Basin Retrofit	40.0
UWTC002-P	Upper Wissahickon	Trewellyn Creek	Lower Gwynedd	Stormwater Basin Retrofit	5.0
UWTC003-P	Upper Wissahickon	Trewellyn Creek	Lower Gwynedd	Stormwater Basin Retrofit	29.2
UWTC004-P	Upper Wissahickon	Trewellyn Creek	Lower Gwynedd	Stormwater Basin Retrofit	7.3
UWWE003-P	Upper Wissahickon	Willow Run East	Lower Gwynedd	Stormwater Basin Retrofit	9.3

Exhibit - Project List

DRAFT

12/11/2025

Project Name ¹	Drainage Area ²	Sub-Watershed ³	Municipality	Project Type	Estimated Area Treated
UWPE003-P	Upper Wissahickon	Pennlyn Creek	Lower Gwynedd	Stormwater Basin Retrofit	20.4
MW001-P	Mid Wissahickon	Main Stem	Whitemarsh	Stormwater Control Measure	20.6
MW002-P	Mid Wissahickon	Main Stem	Whitemarsh	Stormwater Basin Retrofit	51.7
MWFSF001-P	Mid Wissahickon	Stuart Farm Creek	Ambler	Rain Gardens	2.8
MWFSF002-P	Mid Wissahickon	Stuart Farm Creek	Ambler	Infiltration Trench	3.6
MWSB001-P	Mid Wissahickon	Sunny Brook	Cheltenham	Stormwater Control Measure	3.5
MWSB002-P	Mid Wissahickon	Sunny Brook	Cheltenham	Infiltration Trench	6.0
MWSB003-P	Mid Wissahickon	Sunny Brook	Springfield	Stormwater Basin Retrofit	4.3
MWSB004-P	Mid Wissahickon	Sunny Brook	Springfield	Stormwater Basin Retrofit	10.2
MWSB005-P	Mid Wissahickon	Sunny Brook	Springfield	Stormwater Basin Retrofit	8.1
MWSB006-P	Mid Wissahickon	Sunny Brook	Springfield	Stormwater Control Measure	2.1
MWSB007-P	Mid Wissahickon	Sunny Brook	Springfield	Stormwater Basin Retrofit	1.8
MW/RV001-P	Mid Wissahickon	Tannery & Rose Valley	Upper Dublin	Stormwater Control Measure	8.0
MW/LR001-P	Mid Wissahickon	Lorraine Run	Whitemarsh	Stormwater Basin Retrofit	47.0
MW/LR002-P	Mid Wissahickon	Lorraine Run	Whitemarsh	Stormwater Basin Retrofit	2.6
MW/PC001-P	Mid Wissahickon	Prophecy Creek	Whitpain	Stormwater Control Measure	2.0
MW/PC002-P	Mid Wissahickon	Prophecy Creek	Whitpain	Stormwater Control Measure	3.5
MW/PC003-P	Mid Wissahickon	Prophecy Creek	Whitpain	Stormwater Basin Retrofit	57.0
MW/PC004-P	Mid Wissahickon	Prophecy Creek	Whitpain	Stormwater Basin Retrofit	12.8
MW/PC005-P	Mid Wissahickon	Prophecy Creek	Whitpain	Stormwater Basin Retrofit	45.0
MWSR001-P	Mid Wissahickon	Sandy Run	Abington	Constructed Wetland	26.7
MWSR002-P	Mid Wissahickon	Sandy Run	Abington	Rain Garden	7.3
MWSR003-P	Mid Wissahickon	Sandy Run	Abington	Stormwater Control Measure	2.4
MWSR004-P	Mid Wissahickon	Sandy Run	Abington	Parking Lot Intercept	2.0
MWSR005-P	Mid Wissahickon	Sandy Run	Springfield	Stormwater Basin Retrofit	9.2
MWSR006-P	Mid Wissahickon	Sandy Run	Upper Dublin	Stormwater Basin Retrofit	16.9
MWSR007-P	Mid Wissahickon	Sandy Run	Upper Dublin	Stormwater Basin Retrofit	10.3
MWSR008-P	Mid Wissahickon	Sandy Run	Upper Dublin	Stormwater Basin Retrofit	8.5
MWSR009-P	Mid Wissahickon	Sandy Run	Upper Dublin	Stormwater Basin Retrofit	23.2
MWSR010-P	Mid Wissahickon	Sandy Run	Upper Dublin	Stormwater Basin Retrofit	43.0
MWSR011-P	Mid Wissahickon	Sandy Run	Upper Dublin	Stormwater Basin Retrofit	34.6
MWSR012-P	Mid Wissahickon	Sandy Run	Upper Dublin	Stormwater Basin Retrofit	28.3
MWSR013-P	Mid Wissahickon	Sandy Run	Upper Dublin	Parking Lot Intercept	10.5
MWSR014-P	Mid Wissahickon	Sandy Run	Upper Dublin	Stormwater Basin Retrofit	49.8

Exhibit - Project List

DRAFT

12/11/2025

Project Name ¹	Drainage Area ²	Sub-Watershed ³	Municipality	Project Type	Estimated Area Treated
MWSR015-P	Mid Wissahickon	Sandy Run	Upper Dublin	Stormwater Basin Retrofit	12.0
MWSR016-P	Mid Wissahickon	Sandy Run	Upper Dublin	Stormwater Basin Retrofit	15.9
MWSR017-P	Mid Wissahickon	Sandy Run	Upper Dublin	Parking Lot Intercept	1.5
MWSR018-P	Mid Wissahickon	Sandy Run	Upper Dublin	Parking Lot Intercept	4.5
MWSR019-P	Mid Wissahickon	Sandy Run	Whitemarsh	Stormwater Basin Retrofit	10.4
LWWM001-P	Lower Wissahickon	Wise's Mill Run	Philadelphia	Stormwater Control Measure	9.0
LWVG001-P	Lower Wissahickon	Valley Green Run & Hartzell Run	Philadelphia	Stormwater Control Measure	5.9
LW001-P	Lower Wissahickon	Main Stem	Philadelphia	Stormwater Basin Retrofit	3.5
LWGR001-P	Lower Wissahickon	Gorges Run	Philadelphia	Parking Lot Intercept	4.3
LWGR002-P	Lower Wissahickon	Gorges Run	Philadelphia	Stormwater Control Measure	15.8
LW002-P	Lower Wissahickon	Main Stem	Philadelphia	Stormwater Control Measure	8.1
LVMC001-P	Lower Wissahickon	Monoshone Creek	Philadelphia	Stormwater Basin Retrofit	9.8
LVMC002-P	Lower Wissahickon	Monoshone Creek	Philadelphia	Road Intercept	7.8
LVMC003-P	Lower Wissahickon	Monoshone Creek	Philadelphia	Stormwater Basin Retrofit	2.2
LVMC004-P	Lower Wissahickon	Monoshone Creek	Philadelphia	Stormwater Control Measure	3.9
LWPM001-P	Lower Wissahickon	Paper Mill Run	Springfield	Stormwater Basin Retrofit	10.8
LWPM002-P	Lower Wissahickon	Paper Mill Run	Springfield	Stormwater Basin Retrofit	9.6
LWPM003-P	Lower Wissahickon	Paper Mill Run	Springfield	Stormwater Control Measure	4.0

¹ Project Naming Convention: Wissahickon Section (Upper, Mid, or Lower), Tributary Code ('Main Stem' if absent), Project Number, Project Status (P = Prioritized; IP = In Workplan/Progress)

² Upper Wissahickon = Upstream of Prophecy Creek ; Mid Wissahickon = Prophecy Creek and downstream to upstream of Paper Mill Run ; Lower Wissahickon = Paper Mill Run and downstream

³ Tributaries to the Wissahickon

HD = Haines-Dittingers Creek	PC = Prophecy Creek	LR = Lorraine Run
TC = Trewellyn Creek	TR = Tannery Run	PM = Paper Mill Run
WE = Willow Run East	SP = Spring Run	HC = Hill Crest Run
PE = Pennlyn Creek	SF = Stuart Farm Creek	BM = Bell's Mill
WW = Willow Run West	NR = Needle Run	TM = Thomas Mill Run
HR = Houston Run	SR = Sandy Run	CR = Cathedral Road Run
RV = Rose Valley Creek	SB = Sunny Brook	WM = Wise's Mill Run

HA = Hartwell Run
VG = Valley Green Run
CC = Cresheim Creek
GR = Gorgas Run
KL = Kitchen's Lane
MC = Monoshone Creek

Total Acres:

1418.0

EXHIBIT C

DRAFT

12-10-2025

Each Consortium party has agreed to contribute two annual fees towards the Consortium operations: one annual Project Cost Contribution and one annual Administration Fee, as follows:

Project Cost Contribution Formula

The parties have agreed that Annual Contributions to Project Costs from each Participating Party shall be calculated as follows:

$$\begin{aligned} \text{Percentage of Annual Project Costs Each Participating Party is Responsible for Contributing} \\ = (A \times 0.5) + (B \times 0.5) \end{aligned}$$

Whereas;

A = Percentage of Wissahickon Watershed's Total Acres (that fall within participating municipalities) within the Participating Party's jurisdiction

B = Percentage of Wissahickon Watershed's Total Impervious Cover Acres (that fall within participating municipalities) within the Participating Party's jurisdiction

Whereas both 'A' and 'B' are weighted equally, or 50%, in the final Contribution Formula.

The data included in this table shall be updated once every 5 years.

Municipality ¹	% of Watershed's Acres within jurisdiction ²	% of Watershed's Impervious Acres within jurisdiction ³	Final % Responsibility of Consortium's Annual Project Costs
Abington Township	5.655	8.147	6.901%
Ambler Borough	1.348	2.802	2.075%
Cheltenham Township	0.218	0.178	0.198%
Lansdale Borough	1.093	1.653	1.373%
Lower Gwynedd Township	13.091	10.403	11.747%
Montgomery Township	2.433	3.828	3.131%
North Wales Borough	0.927	1.575	1.251%
Springfield Township	10.188	11.604	10.896%
Upper Dublin Township	19.070	21.031	20.051%
Upper Gwynedd Township	7.881	8.332	8.107%
Whitemarsh Township	12.994	8.018	10.506%
Whitpain Township	8.286	5.450	6.868%
City of Philadelphia	16.817	16.981	16.90%
Total:			100.00%

Footnotes

1 – Horsham Township, Upper Moreland Township, and Worcester Township each have small amounts of land (less than 75 acres each) within the Wissahickon Watershed that lie within their respective jurisdictions. These municipalities are not Parties to this Agreement. Their land area and impervious surface cover have been removed from ‘total watershed acres’ and ‘total impervious cover’ calculations.

2 – ‘Percent of Watershed Acres (that fall within participating municipalities) within jurisdiction’ is based on municipal boundaries sourced in 2025 from the Montgomery County Pennsylvania Geospatial Data Hub and OpenDataPhilly.

3 – ‘Percent of Watershed Impervious Acres (that fall within participating municipalities) within jurisdiction’ is based on the 2024 Fractional Impervious Raster from the National Land Cover Database.

Annual Administration Contribution

The Parties have agreed that each Participant Party shall pay an annual share of the Consortium’s administrative costs. Each Participating Party shall contribute the same rate as their annual Administration Contribution, with the exception of municipalities that contain less than 100 acres within the Wissahickon Watershed. Municipalities with less than 100 acres in the watershed will pay a reduced Administration Contribution rate, as determined by the Consortium. The annual municipal Administration Contribution amount shall be determined by the Consortium.

WISSAHICKON WATER QUALITY IMPROVEMENT PLAN

SPRINGFIELD TWP PROJECT PRIORITIZATION LIST

Municipality	Site Name	Latitude	Longitude	Notes	Estimated area treated
Springfield	Mount Saint Joseph Academy	40.09683	-75.21956	2 basin retrofits SF_14	9.55
Springfield	Ronald Circle neighborhood	40.121295°	-75.187332°	SF_1 basin retrofit	9.2
Springfield	Chestnut Hill Lodge Rehab & Nursing	40.084941°	-75.207677°	large roof and parking areas	4
Springfield	Philadelphia Sub Gas & Elec	40.114392	75.189791	Intercept cul-de-sac and site impervious - small existing basin add inlets and expand	4.3
Springfield	North Hills Country Club	40.109087°	-75.173983°	SF_5 and SF_6 low flow scour	10.2
Springfield	LaSalle College High School	40.099475°	-75.187990°	SF_103 basin retrofit site wide opportunities	8.13
Springfield	Springfield SD campus	40.101086°	75.198005°	basin with concrete low flow. Opportunity for impervious capture	10.8
Springfield	Saint Pauls/KAPC	40.101795°	75.183445°	impervious/outfall intercept	2.1
Springfield	PennWeldy	40.104545°	-75.189593°	SF_109 basin retrofit	1.75

BILL LISTING

January 8, 2026

GENERAL FUND**PRE-PAID****CURRENT 1/8/2026** 466,589.45**ADDENDUM****TOTAL - GENERAL FUND** **466,589.45****CAPITAL RESERVE****PRE-PAID 12/12/2025** 24,147.00**PRE-PAID 12/22/2025** 62,912.50**CURRENT 1/8/2026** 1,932.11**ADDENDUM****TOTAL - CAPITAL RESERVE** **88,991.61****HIGHWAY AID****PRE-PAID****CURRENT 1/8/2026** 20,514.53**ADDENDUM****TOTAL - HIGHWAY AID** **20,514.53****RECYCLING****CURRENT****ADDENDUM****TOTAL - RECYCLING****TOTAL BILLS TO BE APPROVED** **576,095.59**

**SPR.TWP. CAPITAL RESERVE
PRE-PAID BILL LISTING**

December 12 - 22, 2025

Type	Date	Num	Memo	Account	Amount
HYLANT-CLEVELAND INC					
Bill	12/12/2025	614207	Env-Liability Ins 1/2 Premium	200-200 . ACCOUNTS PAYABLE	-24,147.00
Total HYLANT-CLEVELAND INC					-24,147.00
SPOTTS BROTHERS					
Bill	12/22/2025	2038-1	MunicipalCampus Solar Project Inv #1	200-200 . ACCOUNTS PAYABLE	-62,912.50
Total SPOTTS BROTHERS					-62,912.50
TOTAL					
					<u>-87,059.50</u>

GENERAL FUND
BILL LISTING

December 12, 2025 through January 8, 2026

	Type	Date	Num	Memo	Account	Amount
21st CENTURY MEDIA						
Total 21st CENTURY MEDIA						
ADAM BAKER	Bill	12/18/2025	Memo 12182025	Reimbursement of Health Insurance Premiums - 470-095 . POST EMPLOYMNT BENEFIT	762.51	762.51
Total ADAM BAKER						
ALEXANDRA YATES	Bill	12/18/2025	REIMB	Awards Dinner Reimb	400-200 . GENERAL EXPENSE	38.13
Total ALEXANDRA YATES						38.13
AMAZON CAPITAL SERVICES						
Bill	01/07/2026	14Y7-D4F7-4GYT	Order #114-2026263-8725011	440-150 . BOOKS AND MATERIALS	6.39	6.39
Bill	01/07/2026	1QFM-1NRY-4PK3	Order #113-7078386-2673049	400-100 . MATERIALS&SUPPLIES	211.50	211.50
Bill	01/07/2026	1QFM-1NRY-4PK3	Order #113-0012566-9151429	400-100 . MATERIALS&SUPPLIES	67.44	67.44
Bill	01/07/2026	1QFM-1NRY-4PK3	Order #113-8235361-8875435	430-100 . MAT & SUPPLIES	70.00	70.00
Bill	01/07/2026	1QFM-1NRY-4PK3	Order #113-8235361-8875435	424-100 . MAT & SUPPLIES	70.00	70.00
Bill	01/07/2026	1QFM-1NRY-4PK3	Order #111-8238993-4079457	402-100 . MATERIAL & SUPPLIES	214.96	214.96
Bill	01/07/2026	1QFM-1NRY-4PK3	Order #112-0200268-7569046	451-200 . GENERAL EXPENSES	21.97	21.97
Bill	01/07/2026	1QFM-1NRY-4PK3	Order #111-7069202-4783403	402-100 . MATERIAL & SUPPLIES	280.90	280.90
Bill	01/07/2026	1QFM-1NRY-4PK3	Order #111-9924032-5717063	430-100 . MAT & SUPPLIES	15.34	15.34
Bill	01/07/2026	1QFM-1NRY-4PK3	Order #111-9924032-5717063	402-100 . MATERIAL & SUPPLIES	20.23	20.23
Bill	01/07/2026	1QFM-1NRY-4PK3	Order #111-1723525-8292247	402-100 . MATERIAL & SUPPLIES	18.63	18.63
Bill	01/07/2026	1QFM-1NRY-4PK3	Order #111-5749290-6289055	402-100 . MATERIAL & SUPPLIES	31.98	31.98
Bill	01/07/2026	1QFM-1NRY-4PK3	Order #111-1314139-2588238	402-100 . MATERIAL & SUPPLIES	66.60	66.60
Bill	01/07/2026	1QFM-1NRY-4PK3	Order #111-1581925-4415415	402-100 . MATERIAL & SUPPLIES	49.68	49.68
Bill	01/07/2026	1QFM-1NRY-4PK3	Order #112-5757190-8749062	400-100 . MATERIALS&SUPPLIES	104.97	104.97
Total AMAZON CAPITAL SERVICES						1,250.59
AMBLER GAZETTE						
Bill	01/08/2026	247444 12-425	52 Weeks - Sunday Only	200-200 . ACCOUNTS PAYABLE	60.00	60.00
Total AMBLER GAZETTE						
APWA	Bill	12/18/2025	000913600	Annual Dues	844.00	844.00
Total APWA						

**GENERAL FUND
BILL LISTING**

December 12, 2025 through January 8, 2026

Type	Date	Num	Memo	Account	Amount
AQUA PA					
Bill	01/07/2026	1425059 122625	8900 Hawthorne Ln December 2025	440-110 . UTILITY EXPENSES	193.40
Bill	01/07/2026	1425058 122625	1600 Paper Mill - Fire December 2025	402-110 . UTILITY EXPENSES	118.17
Bill	01/07/2026	1425055 122625	1600 Paper Mill December 2025	402-110 . UTILITY EXPENSES	348.10
Bill	01/07/2026	1402384 122625	1200 E Willow Grove December 2025	451-420 . MAINT & REPAIR	87.27
Bill	01/07/2026	1402383 122625	1200 E Willow Grove December 2025	451-420 . MAINT & REPAIR	65.30
Bill	01/07/2026	0035701 122625	201 Montgomery December 2025	451-420 . MAINT & REPAIR	20.16
Bill	01/07/2026	0356819 122625	707 E Hartwell December 2025	451-420 . MAINT & REPAIR	22.74
Bill	01/07/2026	1425062 122625	1510 Paper Mill - Fire December 2025	402-110 . UTILITY EXPENSES	118.17
Bill	01/07/2026	1425061 122625	1510 Paper Mill December 2025	402-110 . UTILITY EXPENSES	168.05
Bill	01/07/2026	1425060 122625	8900 Hawthorne - Fire December 2025	440-110 . UTILITY EXPENSES	118.17
Bill	01/07/2026	0035652 123025	Pistol Range December 2025	402-110 . UTILITY EXPENSES	36.46
Bill	01/07/2026	0035672 122425	100 Allison Road December 2025	451-420 . MAINT & REPAIR	22.40
Bill	01/07/2026	0037208 122625	BHI 1432 Beth Pike December 2025	402-110 . UTILITY EXPENSES	35.91
					<u>1,354.30</u>
TOTAL AQUA PA					
BERGEY'S INC					
Bill	01/07/2026	TK751017R	Tires	424-500 . VEHICLE EXPENSES	<u>684.12</u>
					<u>684.12</u>
TOTAL BERGEY'S INC					
BRYNER CHEVROLET					
Bill	01/07/2026	1049434	Parts	410-500 . VEHICLE EXPENSE	<u>244.35</u>
					<u>244.35</u>
TOTAL BRYNER CHEVROLET					
BUCKS CO WATER & SEWER					
Bill	12/29/2025	5055124-01 121925	1502 Paper Mill Road - December 2025 Sewer I	402-110 . UTILITY EXPENSES	16.67
Bill	12/29/2025	5050678-00 121925	BHI - December 2025 Sewer Invoice	402-110 . UTILITY EXPENSES	30.58
Bill	12/29/2025	5057786-00 121925	Rec Hall 1200 Willow Grove - December 2025 S	451-425 . REC HALL	23.68
Bill	12/29/2025	5057039-00 121925	1725 Walnut - December 2025 Sewer Invoice	402-110 . UTILITY EXPENSES	26.05
					<u>96.98</u>
TOTAL BUCKS CO WATER & SEWER					
BUD COOK					
Bill	12/23/2025	REIMB-122225	Reimburse Fees	400-200 . GENERAL EXPENSE	<u>69.00</u>
					<u>69.00</u>
TOTAL BUD COOK					

**GENERAL FUND
BILL LISTING**

December 12, 2025 through January 8, 2026

	Type	Date	Num	Memo	Account	Amount
CHARGEPOINT, INC						
	Bill	12/18/2025	IN288355	annual subscription for charging stations	402-200 . GENERAL EXPENSES	1,955.00
	Bill	12/18/2025	IN288355	annual subscription for charging stations	440-400 . MAIN. & REPAIRS	1,955.00
						<u>3,910.00</u>
Total CHARGEPOINT, INC						
CHESTNUT HILL LOCAL						
	Bill	01/07/2026	14030	ZHB Notice	400-200 . GENERAL EXPENSE	255.00
						<u>255.00</u>
Total CHESTNUT HILL LOCAL						
CHRIS BOYLE LAW ENFORCEMENT CONSULTING						
	Bill	01/07/2026	1752	2026 Monthly Case Law/Bonus Training	410-200 . GEN EXP. C OF P	2,871.00
						<u>2,871.00</u>
Total CHRIS BOYLE LAW ENFORCEMENT CONSULTING						
COLLIFLOWER INC						
	Bill	01/07/2026	02836901	Hose Assembly - Pressure Washer	430-500 . VEHICLE EXPENSES	56.88
						<u>56.88</u>
Total COLLIFLOWER INC						
COLROM LLC						
	Bill	12/18/2025	#18-FALL2.0-25	Mini Soccer Shots - 7 registrants	450-071 . SOCCER CAMP	756.00
	Bill	12/18/2025	#18-FALL2.0-25	Classic Soccer Shots - 20 registrants	450-071 . SOCCER CAMP	2,160.00
	Bill	12/18/2025	#18-FALL2.0-25	Premier Soccer Shots - 10 registrants	450-071 . SOCCER CAMP	1,080.00
						<u>3,996.00</u>
Total COLROM LLC						
COMCAST						
	Bill	12/29/2025	01335353 121725	Internet Service at Range - 12/22/2025 - 01/21/2025	410-308 . COMMUNICATIONS	173.05
	Bill	12/29/2025	0135290 121525	Xfinity Subscription 12/20/2025-01/19/2025	440-400 . MAIN. & REPAIRS	10.51
	Bill	12/29/2025	01119021 121425	Xfinity Service 12/21/2025-01/20/2025	410-300 . COMMUNICATIONS COFF	43.85
	Bill	12/29/2025	01119021 121425	Xfinity Service 12/21/2025-01/20/2025	400-300 . COMMUNICATION	43.86
						<u>271.27</u>
Total COMCAST						
CROMPCO CORPORATION						
	Bill	01/07/2026	70105	gas and diesel tank testing	410-500 . VEHICLE EXPENSE	1,024.50
	Bill	01/07/2026	70105	gas and diesel tank testing	430-500 . VEHICLE EXPENSES	1,024.50
						<u>2,049.00</u>
Total CROMPCO CORPORATION						
DEL VALLEY WORKERS COMP						
	Bill	01/07/2026	WCPREM26-SPRING1	Q1 2026 Workers Compensation	471-100 . WKRS COMPENSATION	50,222.25
						<u>50,222.25</u>
Total DEL VALLEY WORKERS COMP						

GENERAL FUND
BILL LISTING

December 12, 2025 through January 8, 2026

Type	Date	Num	Memo	Account	Amount
DIANE KRAJNICKOVICH					
Bill	12/19/2025	0000668	22 Ful day/24 Half Day	450-181 . CREATIVE ARTS	750.00
Total DIANE KRAJNICKOVICH					750.00
DUDA ACTUARIAL CONSULTING INC					
Bill	12/18/2025	051220716	Actuarial Services - Batada (DC)	470-091 . PENSION EXPENSE OTHER	825.00
Total DUDA ACTUARIAL CONSULTING INC					825.00
DVHIT					
Bill	01/07/2026	30874	January 2026 Employee Health Insurance Prem	470-040 . MEDICAL INSURANCE	173,471.69
Total DVHIT					173,471.69
DVPLT					
Bill	01/07/2026	PREM26-SPRING1	2026 Q1 Property & Liability Coverage	471-010 . PROPERTY	31,531.21
Bill	01/07/2026	PREM26-SPRING1	2026 Q1 Property & Liability Coverage	471-020 . CRIME	658.80
Bill	01/07/2026	PREM26-SPRING1	2026 Q1 Property & Liability Coverage	471-030 . AUTO LIABILITY	5,638.12
Bill	01/07/2026	PREM26-SPRING1	2026 Q1 Property & Liability Coverage	471-040 . AUTO PHYS. DAMAGE	7,821.33
Bill	01/07/2026	PREM26-SPRING1	2026 Q1 Property & Liability Coverage	471-050 . GENERAL LIABILITY	14,151.01
Bill	01/07/2026	PREM26-SPRING1	2026 Q1 Property & Liability Coverage	471-060 . POLICE LIABILITY	8,084.21
Bill	01/07/2026	PREM26-SPRING1	2026 Q1 Property & Liability Coverage	471-070 . PUB. OFFICIALS	12,874.44
Bill	01/07/2026	PREM26-SPRING1	2026 Q1 Property & Liability Coverage	471-080 . HEART LUNG	2,670.38
Total DVPLT					83,429.50
DWYER					
Bill	12/18/2025	73596	327.0 Gallons of Heating Oil	451-425 . REC HALL	1,274.97
Bill	01/07/2026	830840	374.2 Gallons of Heating Oil	451-425 . REC HALL	1,459.01
Bill	01/08/2026	78734	176.8 Gallons of Heating Oil	451-425 . REC HALL	671.66
Total DWYER					3,405.64
EAGLE WIRELESS					
Bill	01/07/2026	INV-027361	15 GPS Hwy & 7 GPS Refuse Trucks	430-500 . VEHICLE EXPENSES	0.00
Bill	01/07/2026	INV-027361	15 GPS devices for Highway Trucks	430-500 . VEHICLE EXPENSES	3,465.00
Bill	01/07/2026	INV-027361	7 GPS devices for Refuse Trucks	424-500 . VEHICLE EXPENSES	1,617.00
Total EAGLE WIRELESS					5,082.00
EVERLASTING FENCE CO					
Bill	12/18/2025	54160	Repairs to Damaged Chain Link Fence at Mcke 451-420 . MAINT & REPAIR		1,550.00
Total EVERLASTING FENCE CO					1,550.00

**GENERAL FUND
BILL LISTING**

December 12, 2025 through January 8, 2026

Type	Date	Num	Memo	Account	Amount
FIRST PRESBYTERIAN CHURCH					
Bill	12/29/2025	TAX REFUND	2025 Tax Refund - Demolition	200-200 . ACCOUNTS PAYABLE	37.97
Total FIRST PRESBYTERIAN CHURCH					37.97
FLOURTOWN CAR WASH LLC					
Bill	12/23/2025	526	5 Economy/3 Full Service Car Washes	410-500 . VEHICLE EXPENSE	143.00
Total FLOURTOWN CAR WASH LLC					143.00
FMP					
Bill	01/07/2026	201-786846	Motor Asm	410-500 . VEHICLE EXPENSE	111.38
Bill	01/07/2026	201-775570	Threadlocker	430-500 . VEHICLE EXPENSES	98.84
Total FMP					210.22
Fox Rothschild LLP					
Bill	12/18/2025	3751271	TCCA Environmental Attorney	400-291 . LEGAL EXPENSES	1,250.00
Total Fox Rothschild LLP					1,250.00
GALE/CENGAGE					
Bill	12/18/2025	999101749533	1 Book	440-150 . BOOKS AND MATERIALS	26.99
Bill	12/18/2025	999101765377	3 Books	440-150 . BOOKS AND MATERIALS	87.72
Bill	12/18/2025	999101765363	5 Books	440-150 . BOOKS AND MATERIALS	146.95
Bill	12/18/2025	999101765365	9 Books	440-150 . BOOKS AND MATERIALS	349.91
Bill	12/29/2025	9998101780639	2 Books	440-150 . BOOKS AND MATERIALS	52.48
Bill	12/29/2025	999101779136	4 Books	440-150 . BOOKS AND MATERIALS	103.46
Bill	12/29/2025	999101776697	4 Books	440-150 . BOOKS AND MATERIALS	100.50
Bill	01/07/2026	999101808190	3 Books	440-150 . BOOKS AND MATERIALS	77.22
Bill	01/07/2026	999101799533	2 Books	440-150 . BOOKS AND MATERIALS	52.48
Total GALE/CENGAGE					997.71
GLEN SIDE GLASS CO					
Bill	01/07/2026	103424	Rec Center	451-425 . REC HALL	420.00
Total GLEN SIDE GLASS CO					420.00
GRAN TURK EQUIPMENT					
Bill	01/07/2026	1161244-01	Plastic Cover	424-500 . VEHICLE EXPENSES	655.30
Total GRAN TURK EQUIPMENT					655.30

**GENERAL FUND
BILL LISTING**

December 12, 2025 through January 8, 2026

	Type	Date	Num	Memo	Account	Amount
GRANITE TELECOMMUNICATIONS	Bill	01/07/2026	728825017	December 2025 Invoice	451-200 . GENERAL EXPENSES	82.85
	Bill	01/07/2026	728825017	December 2025 Invoice	400-300 . COMMUNICATION	262.36
Total GRANITE TELECOMMUNICATIONS						345.21
IMSA	Bill	01/07/2026	52227 2026	2026 DUES	430-200 . GENERAL EXPENSES	270.00
Total IMSA						270.00
JOSHUA & TAYLOR BROWN	Bill	12/29/2025	TAX REFUND	2025 Tax Refund - Court Stipulation	200-200 . ACCOUNTS PAYABLE	749.63
Total JOSHUA & TAYLOR BROWN						749.63
KEYSTONE DIGITAL IMAGING	Bill	12/18/2025	1470590	Contract Coverage 11/15/2025 - 12/14/2025	400-230 . OFFICE EQUIP RENTAL	783.09
Total KEYSTONE DIGITAL IMAGING						783.09
KEYSTONE MUNICIPAL SERVICES INC	Bill	12/23/2025	39992	BI/PR 11/24-12/5/2025	416-300 . BUILDING INSPECTIONS	3,525.00
	Bill	12/29/2025	40035	BI/PR 12/8-12/19/2025	416-300 . BUILDING INSPECTIONS	4,537.50
Total KEYSTONE MUNICIPAL SERVICES INC						8,062.50
KIMBERLY A BURSNER	Bill	12/23/2025	Z122225	ZHB Appearance/Reporting 12/22/2025	416-200 . GENERAL EXPENSE	370.00
Total KIMBERLY A BURSNER						370.00
Leroy Allen	Bill	01/07/2026	MEMO 010526	Retiree Healthcare Reimbursement	470-095 . POST EMPLOYMNT BENEFIT	1,562.21
Total Leroy Allen						1,562.21
MCLINC INC	Bill	12/29/2025	25-UFC-FLS	2025 Upgrad Fund Contribution	440-150 . BOOKS AND MATERIALS	250.00
Total MCLINC INC						250.00
MICHELLE HILL	Bill	01/07/2026	12312025	December 2025 BHI Common Area Cleaning	402-200 . GENERAL EXPENSES	350.00
Total MICHELLE HILL						350.00
MILITIA HILL SECURITY INC	Bill	12/23/2025	20260879	Central Station Monitoring - 2026 12 Months	402-400 . MAINTENANCE REPAIRS	366.00
Total MILITIA HILL SECURITY INC						366.00

GENERAL FUND
BILL LISTING

December 12, 2025 through January 8, 2026

Type	Date	Num	Memo	Account	Amount
MONTCO NORRISTOWN PUBLIC LIBRARY	Bill	12/18/2025 164	Overdrive Magazine Subscription	440-150 . BOOKS AND MATERIALS	1,602.50
Total MONTCO NORRISTOWN PUBLIC LIBRARY					1,602.50
MUNICIPAL CAPITAL FINANCE	Bill	01/07/2026 40110899.	Payment 36 of 36	400-230 . OFFICE EQUIP RENTAL	480.98
Total MUNICIPAL CAPITAL FINANCE					480.98
NAPA AUTO PARTS	Bill	01/07/2026 856336	Parts	430-500 . VEHICLE EXPENSES	53.05
	Bill	01/07/2026 855672	Parts	430-500 . VEHICLE EXPENSES	15.42
Total NAPA AUTO PARTS					68.47
PA CHIEFS OF POLICE ASSOCIATION	Bill	01/07/2026 9221	2026 Annual Fees Accreditation Program	410-200 . GEN. EXP. C OF P	1,250.00
	Bill	01/07/2026 9420	Livescan & CPIN maint. Fees 2026	410-200 . GEN. EXP. C OF P	6,804.00
Total PA CHIEFS OF POLICE ASSOCIATION					8,054.00
PA DEP	Bill	12/19/2025 1446709	Tank IDs - 1233552 & 1233553	430-500 . VEHICLE EXPENSES	100.00
Total PA DEP					100.00
PA DEPT OF LABOR & INDUSTRY-B	Bill	12/18/2025 1261574	Boiler and Vessel Certificates	402-400 . MAINTENANCE REPAIRS	227.28
Total PA DEPT OF LABOR & INDUSTRY-B					227.28
PECO	Bill	12/23/2025 230000 121225	BHI 2nd Floor December 2025 Electric & Gas C	402-110 . UTILITY EXPENSES	297.50
	Bill	12/23/2025 720000 122225	BHI Ste 101 December 2025 Electric Invoice	402-110 . UTILITY EXPENSES	91.23
	Bill	01/07/2026 30100 122425	Basement BHI	402-110 . UTILITY EXPENSES	108.38
	Bill	01/07/2026 30100 122425	House Meter BHI	402-110 . UTILITY EXPENSES	155.11
	Bill	01/07/2026 30100 122425	Pistol Range	402-110 . UTILITY EXPENSES	50.38
	Bill	01/07/2026 30100 122425	1510 Paper Mill	402-110 . UTILITY EXPENSES	2,513.33
	Bill	01/07/2026 30100 122425	Wiss Storage	402-110 . UTILITY EXPENSES	218.35
	Bill	01/07/2026 30100 122425	Stenton & Wiss Pump	402-110 . UTILITY EXPENSES	80.53
	Bill	01/07/2026 30100 122425	1600 Paper Mill	402-110 . UTILITY EXPENSES	2,472.10
	Bill	01/07/2026 30100 122425	Mermaid Lane	451-420 . MAINT & REPAIR	55.23
	Bill	01/07/2026 30100 122425	Cisco Park	451-420 . MAINT & REPAIR	72.92

GENERAL FUND
BILL LISTING

December 12, 2025 through January 8, 2026

Type	Date	Num	Memo	Account	Amount
Bill	01/07/2026	30100 122425	Veterans Park	451-420 . MAINT & REPAIR	43.98
Bill	01/07/2026	30100 122425	Clement & Allison	451-420 . MAINT & REPAIR	149.18
Bill	01/07/2026	30100 122425	Parking Light Walnut	451-420 . MAINT & REPAIR	50.95
Bill	01/07/2026	30100 122425	1200 Willow Grove	451-425 . REC HALL	1,407.24
Bill	01/07/2026	30100 122425	1200 Willow Grove Hall	451-425 . REC HALL	704.95
Bill	01/07/2026	30100 122425	1200 Willow Grove Rectory	451-425 . REC HALL	37.38
Bill	01/07/2026	30100 122425	Library	440-110 . UTILITY EXPENSES	4,377.92
					<u>12,886.66</u>
Total PECO					
PECO (L)					
Bill	12/19/2025	822222 121725	Old acct ending 320222	434-010 . STREET LIGHTING	51.07
					<u>51.07</u>
Total PECO (L)					
PENNBOC					
Bill	12/18/2025	2026 Renewal	M Penecale Yearly Membership	416-200 GENERAL EXPENSE	90.00
					<u>90.00</u>
Total PENNBOC					
RECYCLE OIL CO					
Bill	01/07/2026	78831	Wast Oil Disposal 260 gallons	424-500 VEHICLE EXPENSES	178.00
					<u>178.00</u>
Total RECYCLE OIL CO					
REWORD WASTE LLC					
Bill	12/19/2025	571279MNTLP	Waste Disposal 12/01/2025 - 12/15/2025; 364.0 424-280	COUNTY DISPOSAL FEES	21,850.18
					<u>21,850.18</u>
Total REWORD WASTE LLC					
RITTENHOUSE LUMBER CO					
Bill	12/18/2025	65499	Wood	430-100 MAT & SUPPLIES	35.70
Bill	12/18/2025	655589	Wood	430-100 MAT & SUPPLIES	127.20
					<u>162.90</u>
Total RITTENHOUSE LUMBER CO					
RUCH EXCAVATION INC					
Bill	12/18/2025	1798	storm sewer repair at public works yard	402-400 . MAINTENANCE REPAIRS	2,975.00
					<u>2,975.00</u>
Total RUCH EXCAVATION INC					
SCOTT'S STUMP GRINDING LLC					
Bill	12/18/2025	2952	Stump Removal	451-420 . MAINT & REPAIR	350.00
					<u>350.00</u>
Total SCOTT'S STUMP GRINDING LLC					
SEEDLING AND SAGE					
Bill	12/18/2025	E06973	2025 Awards Dinner	400-200 . GENERAL EXPENSE	4,757.28
					<u>4,757.28</u>
Total SEEDLING AND SAGE					

GENERAL FUND
BILL LISTING

December 12, 2025 through January 8, 2026

Type	Date	Num	Memo	Account	Amount
SHANE & APRIL LOERCHER					
Bill	12/29/2025	TAX REFUND	2025 Tax Refund - Pool Filled In	200-200 . ACCOUNTS PAYABLE	1.72
Total SHANE & APRIL LOERCHER					1.72
SIGNAL CONTROL PRODUCTS INC					
Bill	12/19/2025	20252329	LED Red/Green Module	430-400 . MAIN & REPAIRS	720.00
Bill	12/19/2025	20252330	Pedestal Pole/3-Section Signal	430-400 . MAIN & REPAIRS	1,080.00
Total SIGNAL CONTROL PRODUCTS INC					1,800.00
SJ FUEL SOUTH CO INC					
Bill	12/16/2025	190584	December 2025 Fuel Delivery 4000 Diesel	424-500 . VEHICLE EXPENSES	7 704.97
Bill	12/16/2025	190584	December 2025 Fuel Delivery 4000 Diesel	413-500 . AUTO	1,266.57
Bill	12/16/2025	190584	December 2025 Fuel Delivery 4000 Diesel	430-500 . VEHICLE EXPENSES	1,583.22
Bill	12/16/2025	190585	December 2025 Fuel Delivery 2999 Gas	400-500 . VEHICLE EXPENSES	253.29
Bill	12/16/2025	190585	December 2025 Fuel Delivery 2999 Gas	410-500 . VEHICLE EXPENSE	3 229.47
Bill	12/16/2025	190585	December 2025 Fuel Delivery 2999 Gas	413-500 . AUTO	633.23
Bill	12/16/2025	190585	December 2025 Fuel Delivery 2999 Gas	430-500 . VEHICLE EXPENSES	2.216.31
Total SJ FUEL SOUTH CO INC					16 887.06
SPECIALIZED ELEVATOR CORP					
Bill	01/07/2026	429329	BHI Semi Annual Maintenance	402-400 . MAINTENANCE REPAIRS	392.51
Total SPECIALIZED ELEVATOR CORP					392.51
STANLEY'S OF ORELAND					
Bill	12/18/2025	A603240	Supplies	402-400 MAINTENANCE REPAIRS	16.63
Bill	12/18/2025	A603235	50lb Melter/FastMet	430-100 MAT & SUPPLIES	1,124.55
Bill	12/18/2025	A601830	Windo Repair	402-400 MAINTENANCE REPAIRS	119.51
Bill	12/23/2025	A603809	60lb. Blactop Patch	430-400 . MAIN & REPAIRS	65.97
Total STANLEY'S OF ORELAND					1,326.66
STAPLES BUS					
Bill	12/29/2025	7008138352	Invoice #6051201064	400-100 . MATERIALS&SUPPLIES	127.29
Total STAPLES BUS					127.29
STEPHENSON EQUIPMENT INC					
Bill	01/07/2026	P0358808	parts for H43- horizontal grinder	424-500 VEHICLE EXPENSES	1,890.91
Total STEPHENSON EQUIPMENT INC					1,890.91

GENERAL FUND
BILL LISTING

December 12, 2025 through January 8, 2026

Type	Date	Num	Memo	Account	Amount
Suzanne McNally					
Total Suzanne McNally					
TD CARD SERVICES					
Bill	01/07/2026	DEC 2025	Taylor	400-200 . GENERAL EXPENSE	2,248.75
Bill	01/07/2026	DEC 2025	Pitkow	410-201 - GEN. EXP. - AI	78.50
Bill	01/07/2026	DEC 2025	Lloyd	400-100 . MATERIALS&SUPPLIES	309.99
Bill	01/07/2026	DEC 2025	Lloyd	400-200 . GENERAL EXPENSE	14.75
Bill	01/07/2026	DEC 2025	Lloyd	400-200 . GENERAL EXPENSE	55.00
Bill	01/07/2026	DEC 2025	Lloyd	400-100 . MATERIALS&SUPPLIES	560.97
Bill	01/07/2026	DEC 2025	Hammer	430-200 . GENERAL EXPENSES	9.98
Bill	01/07/2026	DEC 2025	Hammer	430-200 . GENERAL EXPENSES	233.20
Bill	01/07/2026	DEC 2025	Hammer	430-200 . GENERAL EXPENSES	167.56
Bill	01/07/2026	DEC 2025	Hammer	430-200 . GENERAL EXPENSES	25.00
Bill	01/07/2026	DEC 2025	Hammer	424-500 . VEHICLE EXPENSES	500.00
Bill	01/07/2026	DEC 2025	Croke	451-200 . GENERAL EXPENSES	39.00
Bill	01/07/2026	DEC 2025	Croke	451-200 . GENERAL EXPENSES	5.00
					4,247.70
Total TD CARD SERVICES					
TIMONEY KNOX LLP					
Bill	12/29/2025	199056	General ZHB Legal Services	416-200 . GENERAL EXPENSE	808.50
					808.50
Total TIMONEY KNOX LLP					
TRAISR LLC					
Bill	12/18/2025	4085	Monthly Subscription November 2025	416-200 . GENERAL EXPENSE	450.00
Bill	12/18/2025	4085	Monthly Subscription November 2025	451-200 . GENERAL EXPENSES	450.00
Bill	12/18/2025	4085	Monthly Subscription November 2025	430-200 . GENERAL EXPENSES	450.00
Bill	12/18/2025	4085	Monthly Subscription November 2025	400-500 . VEHICLE EXPENSES	27.00
Bill	12/18/2025	4085	Monthly Subscription November 2025	410-500 . VEHICLE EXPENSE	126.00
Bill	12/18/2025	4085	Monthly Subscription November 2025	424-500 . VEHICLE EXPENSES	139.00
Bill	12/18/2025	4085	Monthly Subscription November 2025	430-500 . VEHICLE EXPENSES	158.00
					1,800.00
Total TRAISR LLC					

GENERAL FUND
BILL LISTING

December 12, 2025 through January 8, 2026

	Type	Date	Num	Memo	Account	Amount
TRUCK PRO						
	Bill	01/07/2026	194-0123464	Parts	430-500 . VEHICLE EXPENSES	108.02
	Bill	01/07/2026	194-0123438	Parts	424-500 . VEHICLE EXPENSES	153.69
Total TRUCK PRO						261.71
UNIFIRST CORPORATION						
	Bill	01/07/2026	25021 123125	Uniform & Mat service December 2025	402-200 . GENERAL EXPENSES	114.04
	Bill	01/07/2026	25021 123125	Uniform & Mat service December 2025	430-100 . MAT & SUPPLIES	136.85
	Bill	01/07/2026	25021 123125	Uniform & Mat service December 2025	424-100 . MAT & SUPPLIES	114.04
	Bill	01/07/2026	25021 123125	Uniform & Mat service December 2025	430-500 . VEHICLE EXPENSES	45.62
	Bill	01/07/2026	25021 123125	Uniform & Mat service December 2025	424-500 . VEHICLE EXPENSES	45.60
Total UNIFIRST CORPORATION						456.15
UNITED INSPECTION AGENCY INC						
	Bill	01/07/2026	170211	Electrical Inspections & PR through 12/22/2025	416-400 . ELECTRICAL INSPECTION	3,775.00
Total UNITED INSPECTION AGENCY INC						3,775.00
VAULT WORKFORCE SCREENING						
	Bill	01/07/2026	FL00696065	DOT Urine Drug Screening	430-200 . GENERAL EXPENSES	194.27
Total VAULT WORKFORCE SCREENING						194.27
VERIZON						
	Bill	12/23/2025	000162 121225	Rec Center Fios December 2025	451-425 . REC HALL	129.00
	Bill	12/23/2025	000129 121325	1510 Papermill Fios Service	400-300 . COMMUNICATION	109.50
	Bill	12/23/2025	000129 121325	1510 Papermill Fios Service	410-300 . COMMUNICATIONS COFP	109.50
Total VERIZON						348.00
VERIZON WIRELESS						
	Bill	12/23/2025	6130895213	Wireless Invoice December 2025	410-308 . COMMUNICATIONS	427.13
	Bill	12/23/2025	6130895213	Wireless Invoice December 2025	410-208 . COMMUNICATIONS - GEN	452.26
	Bill	12/23/2025	6130895213	Wireless Invoice December 2025	400-300 . COMMUNICATION	251.25
	Bill	12/23/2025	6130895213	Wireless Invoice December 2025	430-200 . GENERAL EXPENSES	125.63
Total VERIZON WIRELESS						1,256.27
W.B. MASON CO INC						
	Bill	01/07/2026	259052072	Bath Tissue	402-100 . MATERIAL & SUPPLIES	303.16
Total W.B. MASON CO INC						303.16

**GENERAL FUND
BILL LISTING**

December 12, 2025 through January 8, 2026

Type	Date	Num	Memo	Account	Amount
WOODROW AND ASSOCIATES INC					
Bill	01/08/2026	242958	December 2025 Engineering Services - General 431-200 . GENERAL EXPENSES		786.50
Bill	01/08/2026	242959	December 2025 Engineering Services - Cisco P. 431-240 . TWP PROJECT SERVICES		1,396.25
Bill	01/08/2026	242960	November 2025 Engineering Services - Walnut , 431-240 . TWP PROJECT SERVICES		121.00
Bill	01/08/2026	242961	December 2025 Engineering Services - Mt St Jc 431-241 . REVIEW REIMBURSEMENT		1,878.23
Bill	01/08/2026	242962	December 2025 Engineering Services - Annual 431-240 . TWP PROJECT SERVICES		10,057.00
Bill	01/08/2026	242964	December 2025 Engineering Services - 1005, 1(431-241 . REVIEW REIMBURSEMENT		242.00
Bill	01/08/2026	242965	December 2025 Engineering Services - Hansen 431-241 . REVIEW REIMBURSEMENT		60.50
Bill	01/08/2026	242983	December 2025 Engineering Services - LaSalle 431-241 . REVIEW REIMBURSEMENT		63.00
					<u>14,604.48</u>
Total WOODROW AND ASSOCIATES INC					
WORTH & COMPANY INC					
Bill	12/18/2025	53200	Maintenance Library	440-400 . MAIN & REPAIRS	383.10
Bill	12/18/2025	53201	Maintenance Admin Building	402-400 . MAINTENANCE REPAIRS	710.81
Bill	12/23/2025	53374	1 of 4 Quarterly PM Maintenance FCC	451-482 . FLOURTOWN CC	1,236.00
Bill	12/23/2025	53367	3 of 4 Quarterly PM Maintenance	402-400 . MAINTENANCE REPAIRS	1,750.00
Bill	01/07/2026	53617	oil furnace #2 burner	451-425 REC HALL	3,000.00
					<u>7,079.91</u>
Total WORTH & COMPANY INC					
ZORO TOOLS INC					
Bill	01/07/2026	INV17903256	Blade Guide Kit	430-500 . VEHICLE EXPENSES	86.10
					<u>86.10</u>
					<u><u>4666,589.45</u></u>
TOTAL					

SPR.TWP. CAPITAL RESERVE BILL LISTING					
December 12, 2025 through January 8, 2026			Account		
Type	Date	Num	Memo	Amount	
AMAZON CAPITAL SERVICES					
Bill	01/07/2026	1H7T-HPDK-4L34	Project 2024-12	-1,438.31	
Credit	01/07/2026	1LL1-6RWY-QW1C	Credit Memo	49.22	
Credit	01/07/2026	1HMP-1KXL-CMC9	Credit Memo	9.74	
Credit	01/07/2026	1CHR-HCP7-C3QL	Credit Memo	9.74	
Total AMAZON CAPITAL SERVICES				-1,369.61	
BL COMPANIES INC					
Bill	12/16/2025	17L5438-76	Project 2016-33	-462.50	
Total BL COMPANIES INC				-462.50	
SPRINGFIELD TOWNSHIP					
Bill	01/06/2026	MEMO 12292025	Open Space Match - Resolution #1620	-100.00	
Total SPRINGFIELD TOWNSHIP				-100.00	
TOTAL				-1,932.11	

SPR.TWP.HWY. AID FUND
BILL LISTING

December 11, 2025 through January 7, 2026

Type	Date	Num	Memo	Account	Amount
HEIDELBERG MATERIALS INC					
Bill	12/23/2025	4789839	6.5 Ton Blacktop	438-100 MATERIALS & SUPPLIES	399.44
Total HEIDELBERG MATERIALS INC					399.44
JNA MATERIALS					
Bill	01/07/2026	46999	14.24 Ton 2A Stone	438-100 MATERIALS & SUPPLIES	198.65
Total JNA MATERIALS					198.65
MORTON SALT, INC.					
Bill	01/07/2026	CUST #3683349	88.12 tons of road salt	432-100 MATERIALS&SUPPLIES	5,605.32
Bill	01/07/2026	CUST #3683349	118.45 tons of road salt	432-100 MATERIALS&SUPPLIES	7,534.61
Bill	01/07/2026	CUST #3683349	92.44 tons of road salt	432-100 MATERIALS&SUPPLIES	5,880.11
Total MORTON SALT, INC.					19,020.04
PA MUNICIPAL INC					
Bill	01/07/2026	6235465	Street Signs	433-100 MATERIALS&SUPPLIES	896.40
Total PA MUNICIPAL INC					896.40
TOTAL					<u>20,514.53</u>

**CHECK RECONCILIATION
(INCLUDING PRE-PAIDS) DECEMBER 2025**

GENERAL FUND	\$468,649.10
CAPITAL RESERVE	\$2,429.17
HIGHWAY AID	\$1,552.63
RECYCLING	\$0.00
TOTAL CHECKS PAID	\$472,630.90

GENERAL FUND
Check Reconciliation
December 11, 2025

Type	Date	Num	Name	Amount	Balance
Bill Pmt -Check	12/11/2025	36455	COMCAST	-10.51	-10.51
Bill Pmt -Check	12/11/2025	36456	PECO	-351.37	-361.88
Bill Pmt -Check	12/11/2025	36457	VERIZON	-209.00	-570.88
Bill Pmt -Check	12/11/2025	36458	WOODROW AND ASSOCIATES INC	-121.00	-691.88
Bill Pmt -Check	12/11/2025	36459	COMCAST	-173.05	-864.93
Bill Pmt -Check	12/11/2025	36460	PECO	-202.18	-1,067.11
Bill Pmt -Check	12/11/2025	36461	21st CENTURY MEDIA	-1,968.27	-3,035.38
Bill Pmt -Check	12/11/2025	36462	ALLIED LANDSCAPE SUPPLY	-409.80	-3,445.18
Bill Pmt -Check	12/11/2025	36463	AMAZON CAPITAL SERVICES	-3,363.90	-6,809.08
Bill Pmt -Check	12/11/2025	36464	APMM	-200.00	-7,009.08
Bill Pmt -Check	12/11/2025	36465	AQUA PA	-1,695.21	-8,704.29
Bill Pmt -Check	12/11/2025	36466	AR WORKSHOP CHESTNUT HILL	-450.00	-9,154.29
Bill Pmt -Check	12/11/2025	36467	BOWMAN CONSULTING GROUP LTD	-520.05	-9,674.34
Bill Pmt -Check	12/11/2025	36468	BUCKS CO WATER & SEWER	-283.20	-9,957.54
Bill Pmt -Check	12/11/2025	36469	C & C TECHNOLOGIES	-595.71	-10,553.25
Bill Pmt -Check	12/11/2025	36470	AAA	-40,000.00	-50,553.25
Bill Pmt -Check	12/11/2025	36471	CAROLYN DABNEY-TATKO	-3,075.00	-53,628.25
Bill Pmt -Check	12/11/2025	36472	CLARKE PRINTING	-1,103.95	-54,732.20
Bill Pmt -Check	12/11/2025	36473	COLLIFLOWER INC	-519.56	-55,251.76
Bill Pmt -Check	12/11/2025	36474	COMCAST	-87.71	-55,339.47
Bill Pmt -Check	12/11/2025	36475	COMMONWEALTH OF PA/USTIF	-825.00	-56,164.47
Bill Pmt -Check	12/11/2025	36476	DAVIDHEISER'S INC	-303.00	-56,467.47
Bill Pmt -Check	12/11/2025	36477	DEL VAL INT'L TRUCK	-4,566.60	-61,034.07
Bill Pmt -Check	12/11/2025	36478	DENNEY ELECTRIC SUPPLY	-238.39	-61,272.46
Bill Pmt -Check	12/11/2025	36479	DIANE KRAJNIKOVICH	-500.00	-61,772.46
Bill Pmt -Check	12/11/2025	36480	DVHIT	-162,612.16	-224,384.62
Bill Pmt -Check	12/11/2025	36481	Dwyer	-2,939.66	-227,374.28
Bill Pmt -Check	12/11/2025	36482	EDITS	-1,350.00	-228,724.28
Bill Pmt -Check	12/11/2025	36483	EMS EDUCATION	-432.70	-229,156.98
Bill Pmt -Check	12/11/2025	36484	FLOURTOWN CAR WASH LLC	-252.00	-229,408.98

GENERAL FUND
Check Reconciliation
December 11, 2025

Type	Date	Num	Name	Amount	Balance
Bill Pmt -Check	12/11/2025	36485	FMP	-477.07	-229,886.05
Bill Pmt -Check	12/11/2025	36486	Fox Rothschild LLP	-2,500.00	-232,386.05
Bill Pmt -Check	12/11/2025	36487	GALE/CENGAGE	-1,089.19	-233,475.24
Bill Pmt -Check	12/11/2025	36488	GENERAL CODE PUBLISHERS	-1,195.00	-234,670.24
Bill Pmt -Check	12/11/2025	36489	GLENSIDE GLASS CO	-970.00	-235,640.24
Bill Pmt -Check	12/11/2025	36490	GRANTURK EQUIPMENT	-13,828.78	-249,469.02
Bill Pmt -Check	12/11/2025	36491	GRANITE TELECOMMUNICATIONS	-318.79	-249,787.81
Bill Pmt -Check	12/11/2025	36492	GRIFFITH POTTERY HOUSE INC	-290.00	-250,077.81
Bill Pmt -Check	12/11/2025	36493	HOME DEPOT	-525.80	-250,603.61
Bill Pmt -Check	12/11/2025	36494	INTERCON TRUCK EQUIPMENT	-4,060.54	-254,664.15
Bill Pmt -Check	12/11/2025	36495	INTERSTATE BATTERY	-997.36	-255,661.51
Bill Pmt -Check	12/11/2025	36497	JOHN KENNEDY DEALERSHIPS	65.16	-255,726.67
Bill Pmt -Check	12/11/2025	36498	JUMP START STAX LLC	-4,725.00	-260,451.67
Bill Pmt -Check	12/11/2025	36499	KEYSTONE DIGITAL IMAGING	-743.78	-261,195.45
Bill Pmt -Check	12/11/2025	36500	KEYSTONE MUNICIPAL SERVICES INC	-7,912.50	-269,107.95
Bill Pmt -Check	12/11/2025	36501	KIMBALL MIDWEST	-191.50	-269,299.45
Bill Pmt -Check	12/11/2025	36502	KIMBERLY A BURSNER	-200.00	-269,499.45
Bill Pmt -Check	12/11/2025	36503	LIBERTY TREE & LANDSCAPE MANAGEMENT	-6,500.00	-275,999.45
Bill Pmt -Check	12/11/2025	36504	LIFE INSURANCE COMPANY OF NORTH AMERICA	-1,917.56	-277,917.01
Bill Pmt -Check	12/11/2025	36505	MCDONALD UNIFORMS	-4,260.89	-282,177.90
Bill Pmt -Check	12/11/2025	36506	MCLINC INC	-2,318.45	-284,496.35
Bill Pmt -Check	12/11/2025	36507	MICHELLE HILL	-280.00	-284,776.35
Bill Pmt -Check	12/11/2025	36508	MIDWEST TAPE	-135.94	-284,912.29
Bill Pmt -Check	12/11/2025	36509	NALCO WATER	-1,474.94	-286,387.23
Bill Pmt -Check	12/11/2025	36510	NAPA AUTO PARTS	-124.53	-286,511.76
Bill Pmt -Check	12/11/2025	36511	NET CARRIER TELECOM INC	-764.39	-287,276.15
Bill Pmt -Check	12/11/2025	36512	OVERDRIVE INC	-439.95	-287,716.10
Bill Pmt -Check	12/11/2025	36513	PA CHIEFS OF POLICE ASSOCIATION	-150.00	-287,866.10
Bill Pmt -Check	12/11/2025	36514	PA ONE CALL SYSTEM	-132.54	-287,998.64
Bill Pmt -Check	12/11/2025	36515	PA RECREATION & PARK SOCIETY	-140.00	-288,138.64
Bill Pmt -Check	12/11/2025	36516	PECO	-7,858.16	-295,996.80

GENERAL FUND
Check Reconciliation

December 11, 2025

Type	Date	Num	Name	Amount	Balance
Bill Pmt -Check	12/11/2025	36517	PECO (L)	-48.72	-296,045.52
Bill Pmt -Check	12/11/2025	36518	PECO SL	-10,933.44	-306,978.96
Bill Pmt -Check	12/11/2025	36519	PENN TURF CO	-860.00	-307,838.96
Bill Pmt -Check	12/11/2025	36520	PITNEY BOWES INC	-201.00	-308,039.96
Bill Pmt -Check	12/11/2025	36521	PLAYAWAY PRODUCTS LLC	-573.90	-308,613.86
Bill Pmt -Check	12/11/2025	36522	REPUBLIC SERVICES INC	-6,120.42	-314,734.28
Bill Pmt -Check	12/11/2025	36523	REWORLD WASTE LLC	-38,491.22	-353,225.50
Bill Pmt -Check	12/11/2025	36524	RICHARD A BROWN	-180.00	-353,405.50
Bill Pmt -Check	12/11/2025	36525	SAFETY KLEEN	-227.46	-353,632.96
Bill Pmt -Check	12/11/2025	36526	SCOTT'S STUMP GRINDING LLC	-750.00	-354,382.96
Bill Pmt -Check	12/11/2025	36527	STANLEY'S OF ORELAND	-177.22	-354,560.18
Bill Pmt -Check	12/11/2025	36528	STAPLES BUS	-752.15	-355,312.33
Bill Pmt -Check	12/11/2025	36529	STATE WORKERS' INSURANCE FUND	-52,032.00	-407,344.33
Bill Pmt -Check	12/11/2025	36530	STEPHENSON EQUIPMENT INC	-181.19	-407,525.52
Bill Pmt -Check	12/11/2025	36531	TD CARD SERVICES	-2,186.01	-409,711.53
Bill Pmt -Check	12/11/2025	36532	TIMONEY KNOX LLP	-363.00	-410,074.53
Bill Pmt -Check	12/11/2025	36533	Timothy Bowen/Play-Well Technologies	-1,120.00	-411,194.53
Bill Pmt -Check	12/11/2025	36534	TOWNSHIP PEST CONTROL CO	-800.00	-411,994.53
Bill Pmt -Check	12/11/2025	36535	TRAISR LLC	-1,800.00	-413,794.53
Bill Pmt -Check	12/11/2025	36536	TRI-STATE TAX BUREAU	-13,291.25	-427,085.78
Bill Pmt -Check	12/11/2025	36537	TRUCK PRO	-350.16	-427,435.94
Bill Pmt -Check	12/11/2025	36538	UNIFIRST CORPORATION	-364.92	-427,800.86
Bill Pmt -Check	12/11/2025	36539	UNITED INSPECTION AGENCY INC	-4,450.00	-432,250.86
Bill Pmt -Check	12/11/2025	36540	US MUNICIPAL SUPPLY	-500.00	-432,750.86
Bill Pmt -Check	12/11/2025	36541	VAULT WORKFORCE SCREENING	-87.79	-432,838.65
Bill Pmt -Check	12/11/2025	36542	VECHPHONE FLEET SERVICES	-639.20	-433,477.85
Bill Pmt -Check	12/11/2025	36543	VERIZON	-119.00	-433,596.85
Bill Pmt -Check	12/11/2025	36544	VERIZON WIRELESS	-1,326.14	-434,922.99
Bill Pmt -Check	12/11/2025	36545	W.B. MASON CO INC	-1,050.82	-435,973.81
Bill Pmt -Check	12/11/2025	36546	WISLER PEARLSTINE LLC	-2,991.00	-438,964.81
Bill Pmt -Check	12/11/2025	36547	WISSAHICKON CLEAN WATER PARTNERSHIP	-10,000.00	-448,964.81

GENERAL FUND
Check Reconciliation
December 11, 2025

Type	Date	Num	Name	Amount	Balance
Bill Pmt -Check	12/11/2025	36548	WOODROW AND ASSOCIATES INC	-15,341.79	-464,306.60
Bill Pmt -Check	12/11/2025	36549	WORTH & COMPANY INC	-3,650.00	-467,956.60
Bill Pmt -Check	12/11/2025	36550	XEROX IT SOLUTIONS	-209.32	-468,165.92
Bill Pmt -Check	12/11/2025	36551	Y-PERS INC	-218.69	-468,384.61
Bill Pmt -Check	12/11/2025	36552	ZORO TOOLS INC	-264.49	-468,649.10

CAPITAL RESERVE
CHECK RECONCILIATION REPORT

December 11, 2025

Type	Date	Num	Name	Amount	Balance
Bill Pmt -Check	12/11/2025	3498	C & C TECHNOLOGIES	-481.17	-481.17
Bill Pmt -Check	12/11/2025	3499	HOME DEPOT	-948.00	-1,429.17
Bill Pmt -Check	12/11/2025	3500	SPRINGFIELD TOWNSHIP	-1,0000.00	-2,429.17

**HIGHWAY AID FUND
CHECK RECONCILIATION REPORT**

December 11, 2025

Type	Date	Num	Name	Amount	Balance
Bill Pmt -Check	12/11/2025	1432	PA MUNICIPAL INC	-1,099.00	-1,099.00
Bill Pmt -Check	12/11/2025	1433	PECO ENERGY	-453.63	-1,552.63

**SPRINGFIELD TOWNSHIP
BOARD OF COMMISSIONERS**

RESOLUTION NO. 1680

**A RESOLUTION HONORING PETER D. WILSON FOR 12 YEARS OF SERVICE
AS A SPRINGFIELD TOWNSHIP COMMISSIONER**

WHEREAS, Peter D. Wilson has been a resident of Springfield Township for over 47 years residing on both Whitemarsh Avenue and his present address on Longfield Road, and

WHEREAS, on May 14, 1997, the Board of Commissioners of Springfield Township appointed Mr. Wilson to serve as a member of the Springfield Township Shade Tree Commission, a commission which has been responsible for the creation of a shade tree planting plan, as well as the planting of numerous shade trees on Township-owned lands, participation in the Tree City USA program and the Township's annual Arbor Day celebration, and

WHEREAS, Mr. Wilson was elected to office in November 2013 and sworn in as a member of the Board of Commissioners of Springfield Township in January 2014, faithfully serving for 12 years as the representative for Ward 4, and

WHEREAS, Mr. Wilson was been recognized by his fellow commissioners as an environmental champion, and served for many years as the commissioner liaison to the Springfield Township Environmental Advisory Commission and as a founding member of the Management Committee for the Wissahickon Clean Water Partnership; and

WHEREAS, his fellow Commissioners and Township staff relied on Mr. Wilson's real estate acumen when considering lease renewals for the Black Horse Inn and Flourtown Country Club properties, as well as subdivision and land development projects that were presented to the Board for consideration, and

WHEREAS, Mr. Wilson was known to be a budget hawk and closely scrutinized the monthly bill listing before approving any expenditure; and

WHEREAS, Mr. Wilson 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 Peter D. Wilson in our community and wishes him a long and peaceful retirement zipping around town in his red Tesla and visiting all of Pennsylvania's state parks a second time.

UNANIMOUSLY ADOPTED this 14th day of January 2026.

**BOARD OF COMMISSIONERS OF
SPRINGFIELD TOWNSHIP**

By: _____
Susanna O. Ratsavong, President

ATTEST:

A. Michael Taylor, Secretary



**Springfield Township
Zoning Hearing Board
January 26, 2026
7:00 P.M.**

7:00 P.M. Call to Order:

Roll Call: **Jennifer Guckin, Chairperson, Zoning Hearing Board Member**
James Brown; Zoning Hearing Board Member
Michael G. Davey; Alternate Zoning Hearing Board Member
Kate M. Harper, Esq.; Solicitor, Zoning Hearing Board

Reorganization:

The Zoning Hearing Board Chairperson will call for nomination for Chairperson of the Zoning Hearing Board for 2026. Nominations will be closed and a vote taken. The Zoning Hearing Board Chairperson will call for nominations for a Vice-Chairperson for 2026. Nominations will be closed and a vote taken. The Zoning Hearing Board will select a Zoning Hearing Board Solicitor for 2026.

Decisions: There are no pending Order & Opinions to render.

New Business:

Case #26-01: This is the application of **5 Star Venture 1, LP**, owner of the property located at 900/1000 E. Mermaid Lane, Wyndmoor, PA 19038, and known as Parcel #5200-1152-4007 and Parcel #5200-1152-1253. The applicant proposes to renovate the vacant warehouse to the rear of the site for use as what is labeled by the applicant as a Clubhouses. The building will be divided into a maximum of five separate spaces. The proposed Clubhouses would be used for the storage of collectable items, such as personal car collections or other valuables. The front building on the site would remain in use as an indoor pickleball facility. The applicant also seeks approval to operate the two uses with 33 on-site parking stalls. He has requested a variance from Section 114-12. C.1 (Use) and Section 114-134, (Onsite Parking). The property is zoned within the Limited Industrial District of Ward #5 of Springfield Township.

Adjournment:

Note: The next meeting of the Zoning Hearing Board is scheduled for Monday, February 23, 2026, at 7:00 P.M. This meeting will be held at the Springfield Township Administration Building located at 1510 Paper Mill Road, Wyndmoor, PA 19038.

SPRINGFIELD TOWNSHIP
BOARD OF COMMISSIONERS

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 1682

A RESOLUTION TO APPOINTING MICHAEL DAVEY TO
THE ZONING HEARING BOARD OF SPRINGFIELD
TOWNSHIP

WHEREAS, Chapter 114, Zoning, Article XVI Zoning Hearing Board, Section 114-160, Appointment, composition, of the Code of the Township of Springfield, provides for the creation of a Zoning Hearing Board consisting of three members plus one alternate member; and

WHEREAS, Chapter 114, Zoning, Article XVI Zoning Hearing Board, Section 114-160, Appointment, composition, of the Code of the Township of Springfield, provides for the appointment of members and the alternate member to the Zoning Hearing Board for terms of three years; and

WHEREAS, the Board of Commissioners have found several residents duly qualified to serve as members of the Zoning Hearing Board.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Springfield Township, Montgomery County, Commonwealth of Pennsylvania, that the following resident shall be appointed to the Zoning Hearing Board as a primary voting member with the term expiration date as shown:

<u>Name</u>	<u>Appointment</u>	<u>Term Expiration</u>
Michael Davey	Member	December 31, 2028

ADOPTED at the public meeting of the Board of Commissioners of Springfield Township this 14th day of January, 2026.

**BOARD OF COMMISSIONERS OF
SPRINGFIELD TOWNSHIP**

By: _____
Susanna O. Ratsavong, President

Attest: _____
A Michael Taylor, Secretary

LAND USE AGREEMENT BETWEEN
SPRINGFIELD TOWNSHIP, MONTGOMERY COUNTY
AND
SPRINGFIELD LITTLE LEAGUE BASEBALL

THIS AGREEMENT is made this 24 day of February, 2025, for and in consideration of the mutual promises and agreements contained herein, by **SPRINGFIELD TOWNSHIP** ("Township"), a Pennsylvania First Class Township, with offices located at 1510 Paper Mill Road, Wyndmoor, Pennsylvania 19038, and the **SPRINGFIELD LITTLE LEAGUE BASEBALL (including Springfield Baseball Club Travel Program)** ("Association"), a Pennsylvania nonprofit corporation, with a mailing address of P.O. Box 125, Oreland, Pennsylvania 19075.

1. BACKGROUND

- A. The Township is the owner of two parcels of land: (i) the first located in the Township on Bysher Avenue, known as "Bysher Field," containing approximately 10.72 acres (Montgomery County Tax Parcel No. 52-00-02845-00-1); and (ii) the second located in the Township at 320 Lyster Road known as "Marlow Field," containing approximately 4.49 acres (Montgomery County Tax Parcel No. 52-00-05680-00-1) (collectively the "Premises"). Attached hereto and incorporated herewith as Appendices "A" and "B" are maps of the boundaries of the Premises.
- B. The Association requests to utilize the Premises with prior written permission from the Township and the Township desires to accommodate the Association's use of the Premises on the terms and conditions set forth herein.

2. TERMS

- A. The Association's use of the Premises is subject to all Township's ordinances, policies, rules, regulations and direction of the Township's officers, or as otherwise hereinafter provided.
- B. The Master Schedule (as defined below) for the year 2025, must be submitted to the Township for use of the fields, inclusive of rain dates by February 1, 2025. "Master Schedules" for 2025 and subsequent years shall mean a general schedule outlining weekday and weekend usage time frames from the start of the Spring season through the conclusion of the Fall season. The Master Schedules for the season shall be provided by February 1 of the respective year and shall be required to be or deemed attached annually to this Agreement as Exhibit "D".
- C. The term ("Initial Term") of this Agreement is from **January 1, 2025** ("Effective Date") through **December 31, 2025**. Any future agreements between the parties related

to the Premises shall be under the terms and conditions mutually agreed to by the parties at that time.

3. USE OF PREMISES BY ASSOCIATION

- A. The Association agrees to adhere to the Township Athletic Field Permit Policy, as amended from time to time by the Commissioners. The current version is attached hereto as Exhibit "C". Furthermore, by using the Premises, the Association agrees to adhere to all Township ordinances, rules, regulations, use policies and procedures.
- B. The Association shall have priority use of the Premises for the purpose of operating a youth baseball program ("Priority Use") during the months of January 1 through December 31 ("Priority Use Season"). During the Priority Use Season, the Association may occupy the Premises during the permitted dates and times pertaining to standard season play. Priority Use does not mean exclusive use, and this agreement does not grant the Association any exclusive rights to occupy all or a portion of the Premises. Instead, use of the Premises by Association, by the Township, and by the public is governed by the terms of this Agreement. Use by Others shall be permitted in accordance with Section 4 of this Agreement.
- C. Use of Premises by the Association outside of the Priority Use Season shall be scheduled in advance with the Parks and Recreation Department ("Department") for special events, parades, tournaments, or similar situations. The Department may decline to reserve the field for Association if Department determines that the field should be available for public use or conflicts with a preexisting event.
- D. The Association shall not allow other persons or organizations to use the Premises. All organizations must request use directly from the Township.
- E. The Association's Priority Use shall begin on the Effective Date described in Section 2, subject to the submission of the following to the Township:
 - a. A completed Township Athletic Field Permit form for the entire year or each individual season by the following dates:
 - Spring Season: February 1
 - Summer Season: May 1
 - Fall Season: August 1
 - b. Name, address and contact information (telephone and e-mail) of no less than four (4) members of the current Board of Executives (including the President) and/or other responsible persons of the Association who can be reached in the event of emergency.
 - c. Copy of the 501(c) (3) designation from the IRS or a nonprofit designation.

Attach Exhibit D & E Indoor Facility Agreement

- d. A Detailed Schedule of practices, games, tournaments, parade, fundraisers and other events utilizing Township-owned facilities shall be submitted to the Township and published on the Association's website by April 1 of each year.
- e. The Association shall be required to attend the April meeting of the Parks & Recreation Advisory Committee to present their annual schedule of events and to review the use of Township facilities.
- f. One copy of the Certificate of Insurance with the limits prescribed in Paragraph 15, below, listing "Springfield Township" as an additional insured and a copy of all applicable endorsements.
- g. The Association will provide a boundary map outlining eligible territories which are inclusive of Springfield Township and surrounding areas. Appendices "C" are maps of the boundaries.
- h. Upon Township request, the Association shall submit a complete roster of players from the previous year during the respective season. Association must roster a minimum of 75% Springfield Township residents. All rosters must include addresses with street name, town/city and zip code.

The above requested documents must be submitted at least four (4) weeks prior to the scheduled Priority Use Season. If the documentation is not submitted, the Township may withhold use of the Township Facility.

- i. The Association shall stagger the start times for games when two or more fields will be used simultaneously to address on-street parking and traffic concerns in the adjacent neighborhood.
- j. Active use and/or maintenance of the fields shall conclude by 7 PM or sunset (as determined by the United States Naval Observatory for the City of Philadelphia), whichever is later. The Association further agrees that it shall discourage (to the best of its ability) congregating on-site after sunset.
- k. For purposes of clarity, it is understood that the Association may permit the use of the Premises by the Springfield Baseball Club Travel Program (and no other entity or group) subject to the rules, duties and procedures set forth in this Agreement. Springfield Baseball Club Travel Program shall be required, however, to provide the same level of information and transparency (contacts, Board of Directors, 501(c)(3) certification, insurance, etc.) as Springfield Township Little League Baseball. All such use of the Premises by the Travel Program shall be dependent upon its compliance with all the terms of its relationship or agreements with the Little League, provided the terms of all such relationships or agreements between the Little League and the Travel Program are consistent with the terms of this Agreement. For that reason, all

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enforcement action (if any) taken by the Township with regard to the Travel Program's use of the Premises shall be conducted with and through Springfield Little League Baseball.

4. USE OF PREMISES BY THE TOWNSHIP AND OTHERS

- A. The parties agree and acknowledge that a portion or all of the Premises is designated for outdoor public recreation through the Township Parks and Recreation Department. During the off-hours, fields on the Premises shall be available for use by the public. The off-hours are defined as any time other than those reserved times shown on the Master Schedules during the Priority Use Season described in Section 3 when approved by the Township. Scheduling for fields shall be made through the Parks and Recreation Department.
- B. The Association agrees that the Township may use the Premises when it is not required for use by the Association, and such use by the Township shall be consistent with the normal usage of said Premises. The Township agrees to leave the Premises in substantially the same condition, reasonable wear and tear excepted. For purposes of this Section, Township use shall consist of organized activities conducted or sponsored by the Township.
- C. In addition to the provisions in this section, the Association understands that other persons or organizations are authorized to use the Premises at the Township's discretion, subject to reasonable terms and conditions. The Township and Association agree that the Association will have the opportunity to review proposals for non-association activities at the facility at least one month in advance, or before the schedule for the season is complete. Both parties agree that the Association or its designee shall participate in reviewing and fully considering any proposals for use of the Premises by others.
- D. Public and non-association use is limited to field areas. Access to buildings such as the snack stand, restrooms, storage unit, etc. will be excluded from public or non-association use.

5. FEES

- A. No fees shall be collected from the Association by the Township for the use of the Premises. Instead, the Association shall be responsible for bearing the maintenance costs of the fields and facilities used by the Association.

6. MAINTENANCE BY ASSOCIATION

Attach Exhibit D & E Indoor Facility Agreement

- A. The Association agrees to maintain the Premises in a good and workmanlike manner, including but not limited to picking up and preparing trash for scheduled Township reuse and recycle collection. Association agrees to place all collectable trash, recycle, and waste material in designated area for removal. Association will promote and encourage recycling throughout the Premises.
- B. The Association shall ensure that all building systems, such as plumbing, electrical, heating and cooling systems, are operational through the season and ensure proper startup and winterization. The Association shall report any modifications to the building systems or sprinkler system zones to Township prior to the start and end of the season to ensure proper operation for startup and winterization.
- C. The Association shall notify the Township of scheduled startup and winterization processes. Spring start up shall be scheduled no later than March 1. Winterization shall be scheduled at the end of the season or by December 1.
- D. At each field, the Association shall maintain all trees and greenery inside the fence line and maintain a five-foot clear zone around the exterior perimeter of the fence. Clear zone shall extend vertically from the surface to the sky and include over-hanging limbs.
- E. The Association agrees to repair or replace any property damage that may occur to the Premises and to maintain all buildings and improvements in a workman like fashion.
- F. In agreeing to use both Township Premises, the Association agrees to perform the routine maintenance items while using the Premises. The Association shall mow any grass areas within the Premises on a substantially weekly basis. The Association shall control weeds and grass inside and outside of fence lines through string trimming or chemical vegetation control methods. This obligation includes the backstop fence, foul fence lines, and the outfield fence.
- G. The Association agrees to promptly notify the Township via email if it observes any needed maintenance to sidewalks, parking areas, or other items. The Association may provide the written notification by email to the Parks and Recreation Director.
- H. The Association shall hang signage communicating any field closures as a result of maintenance or repairs to the fields.
- I. Association will notify the Director of Parks and Recreation prior to scheduling field closures. The Director of Parks shall reserve the right to refuse closures if deemed unduly restrictive on the use of the Premises by the general public.
- J. Conditions permitting, the Association shall conduct lawn mowing activities between the hours of 7:00 am and 7:00 pm Monday through Friday, and 8:00 am and 5:00 pm Saturday. In the event that successive days of rainfall prohibits lawn mowing activities from occurring during the aforementioned periods of time, the Association shall

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conduct such activities at such times that will minimize noise disturbance for adjacent property owners.

7. MAINTENANCE BY TOWNSHIP

- A. The Township will provide weekly collection of refuse and recycle materials upon request.
- B. The Township agrees to provide unique or unusual maintenance and routine maintenance to the infrastructure, including but not limited to, repair of broken water mains, sewer, storm sewer and all repairs and surface maintenance of parking lots.
- C. The Township will provide maintenance to trees outside the fence and five-foot clear zone, including hazardous tree removal, broken limb removal and corrective pruning. No tree shall be planted or removed without prior approval from the Director of Parks and Recreation.

8. CONSTRUCTION

- A. No physical improvements desired by the Association shall be constructed or installed on the Premises without written pre-approval from the Board of Commissioners. No structures shall prevent part or all of the Premises from being used for outdoor public recreation.
- B. All construction or installation of improvements shall be in conformity with the regulatory codes of the Township, including any construction within the floodplain or floodway, and shall always be subject to the prior written approval from the Board of Commissioners. The parties agree that any permanent improvements or fixtures constructed by the Association on the Premises shall become the property of the Township and be entirely subject to the applicable terms of this agreement. The newly constructed indoor training facility is not intended to become the property of the Township, but its use on the Township property is subject to a separate agreement between and among the Parties.
- C. The Association agrees to submit design plans for any proposed improvements to the Director of Parks and Recreation for review by the Parks and Recreation Advisory Committee (PRAC). Upon review and approval, the PRAC will write a recommendation to the Board of Commissioners. All design plans will be submitted to the Board of Commissioners for final review.

9. COMMUNICATION

- A. The Association agrees to conduct all communications with the Township through the Director of Parks and Recreation via email with a copy to the Township Manager. For purposes of clarity, it is understood that all communications from the Springfield

Baseball Club to the Township and vice versa shall be conducted through the Association.

B. The Association will assign a liaison to communicate all projects, practices, games, and event schedules at least 21 days prior to each occurrence and to be available for the prompt discussion of any actions or omissions of any Party whether it be Springfield Little League Baseball, the Springfield Baseball Club Travel Program, the Association, or any combination of the Parties named in this sentence.

10. SIGNAGE

A. Association will follow Township ordinances, specifically Ordinance Section 114-144.H. (Type and quality of permitted signs), which provides:

Athletic sponsorship signboards. Athletic sponsorship signboards may be erected at municipal baseball fields so as not to distract or interfere with a visit by a general park user, participant, or spectator. Signboards must be confined and oriented to the area of use by the organization. The message and graphics must be done professionally and be maintained in a neat and clean manner during the baseball season. The signboards shall be removed at the conclusion of the baseball season and are further subject to the following regulations:

1. When permitted. Athletic sponsorship signboards are permitted only on baseball fields used by community little league organizations. Signboards placed on municipal baseball fields are restricted to the outfield fence and must only face inside the ball field.
2. Quantity. Signboards must be spaced evenly across the fence to create a uniform pattern and appearance.
3. Sign area. All signboards must be of the same size and shape and are not permitted to exceed four feet tall by eight feet wide.
4. Construction of Signage:
 - a. No permanent structure shall be erected in a park for the sole purpose of supporting an advertising signboard or signboards.
 - b. All fastening hardware must be installed so as to not protrude or create a physical hazard and must be covered with rubber or another equally soft material.
 - c. The bottom of a signboard must be located a minimum of eight inches from ground level and must not extend over the top rail of the fence.

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- d. The backs of signboards must be painted one color and be consistent with other facilities at the park.
- 5. Illumination. Illumination of athletic sponsorship signboards is not permitted.
- 6. Damage. Damage to public property and fences which is caused by sign installation or removal, or flooding or other natural disaster, shall be the responsibility of the sponsoring little league organization and shall be repaired without cost to the Township.
- 7. Upon submitting a request for future scoreboard installation, the Association will detail the signage sponsor in detail. The Township will incorporate the signage sponsor as a portion of the approved plan.

B. The Association will also abide by the following Township restrictions:

- 1. Organizations are not permitted to permanently rename parks, individual fields or/and amenities with club name or sponsoring company name. Annual field sponsorships are permitted so long as signage is no greater than 32 SF in size and is located in accordance with the applicable zoning regulations.
- 2. All requests to name or rename parks, individual fields or amenities to memorialize a specific individual shall be directed to the Township for approval and will be considered in accordance with the Township's Park naming Policy.
- 3. Individual athletic amenities such as restrooms, snack stands, dugouts, scoreboards, batting cage, shooting cage, and spectator seating areas are eligible for signage designation.
- 4. New club and sponsor signage shall not exceed 32 square feet.
- 5. Sound: Amplified sound or music shall not be played in an unnecessarily loud manner so as to disturb the peace and quiet of the immediate neighborhood.

11. CONCESSIONS AND RESTROOMS

- A. The Association shall have the right to operate concessions for the sale of non-alcoholic beverages and food during the times of their permitted use of the Premises. All revenues from such concessions will be the property of Association.
- B. The Association is responsible for cleaning and maintaining the concession area, including restrooms.
- C. The Association bears all liability resulting from the operation of the concessions area, including but not limited to the use of the concessions area and the sale of beverages

and food. Therefore, the Association shall defend and hold harmless the Township for any liability arising therefrom.

D. The Association may not sublease or contract the Concession stand to a third party.

12. PARKING

- A. The Association agrees to respect and to remind its members, coaches, parents and fans to respect the driveways of neighboring properties while parking vehicles in the street and shall be responsible for community courtesy parking and driving reminders at least once per month during the season.
- B. Motor vehicles may not be parked within the parks or recreational areas except in designated parking areas, or upon delivery of materials or equipment.
- C. It shall be unlawful to park a vehicle anywhere other than an established or designated parking area, in accordance with posted directions or instructions received from any park attendant who may be present.
- D. No vehicles shall be parked before dawn or after dusk in any parking lot or area located within a Township-owned Park and recreation area or any parking area associated therewith, unless approved in writing by the Township. No vehicle shall be parked overnight in a parking lot or area in, or associated with, a Township-owned Park and recreation area without the approval of the Township.

13. PARADES AND SPECIAL EVENTS

- A. Association will obtain necessary permits prior to any parade, fireworks or special events occurring on the Premises.
- B. Association will notify the Director of Parks and Recreation via email prior to scheduling any special events.
- C. The Association shall update the organization public calendar of all practices, games, and special events to maintain transparency with the neighborhood and community.

14. ASSOCIATION RESPONSIBILITIES

- A. Change of Contacts and Officers. Association agrees to provide the Director of Parks and Recreation with accurate contact information for officers of Association, no later than 30 days after officer elections. Association has a continuing obligation to ensure that Director has accurate contact information for Association and to notify Director of any officer changes within thirty (30) days after said change. Attached to and

Attach Exhibit D & E Indoor Facility Agreement

incorporated by reference into the terms of this Agreement are the names and addresses of the current office holders of Association.

15. INSURANCE

- A. Association agrees to purchase and maintain bodily injury and property damage insurance for each occurrence of injury or damage in the minimum amount of One Million Dollars (\$1,000,000) for each occurrence of injury or damage and an aggregate limit of not less than Two Million Dollars (\$2,000,000). The Township shall be named an additional insured in said policy or policies and the Association shall furnish to the Township evidence of insurance by a certificate of insurance of required coverage. The parties agree that the Township may reasonably adjust these insurance requirements on an annual basis and will provide written notice to Association of any additional requirements for insurance required by this Section.
- B. Damage to any portion of the Premises or the improvements thereon will be assessed at the discretion of the Township. Upon assessment, the Township will determine whether a claim shall be made. The Association shall pay any incurred deductible and repair costs subject to their reasonable right of subrogation against a responsible party.
- C. The Association will be responsible for acquiring insurance for contents of buildings that are owned and or belong to the Association such as equipment, apparel, tools, etc.
- D. The Association will be responsible for acquiring insurance for the Bysher Field indoor practice facility and all activities occurring within and surrounding the site.

16. HOLD HARMLESS

- A. Association agrees to indemnify and to hold the Township harmless from any and all liability arising from any operation or use under this Agreement of the described Premises by Association, its invitees, players, agents or employees unless the liability is the result of the Township's or a non-invited third party's negligence or willful misconduct. Association further agrees to defend the Township against any and all claims unless the claims are the result of the Township's or a non-invited third party's negligence or willful misconduct. The Parties agree that Association may enter into separate Agreements with other users of the Premises to hold harmless Association, its directors and members from claims arising from the use of others as described in this Agreement provided such separate Agreements shall not operate to defeat any obligation undertaken by Association in this Agreement and particularly this paragraph.

17. NON – DISCRIMINATION

Attach Exhibit D & E Indoor Facility Agreement

A. The parties agree that the Association shall comply with all civil rights and accessibility legislation, including Title VI of the Civil Rights Act of 1984, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act, and Association shall not discriminate on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability or permit discrimination against any person or group of persons in any manner prohibited by local, state, or federal laws. By signing this Agreement, the Association certifies that it complies, and will continue to comply, with this nondiscrimination requirement.

18. TERMINATION

A. Township reserves the right to periodically review the performance of Association to evaluate compliance with the terms of this Agreement. Either party may terminate this Agreement for breach thereof upon thirty (30) days written notice. If the breaching party does not cure the breach prior to the date of termination, then the termination of the Agreement shall be automatic unless otherwise extended by the non-breaching party. If the breaching party attempts to diligently cure the breach, to the extent such breach cannot be reasonably cured within thirty (30) days, the other party may grant additional time to cure as it deems appropriate but is under no obligation to do so.

B. If Association shall dissolve, become insolvent or otherwise become unable to fulfill the terms of this Agreement, or abandon the use of the Premises, this Agreement shall terminate, and Association shall have no further rights hereunder. Discontinuation of use of all or part of the Premises for maintenance, repair or rehabilitation purposes of the grounds shall not be deemed as abandonment. If the Association changes the character of its operation significantly from that of a nonprofit corporation, then this Agreement shall terminate, and Association shall have no further rights hereunder.

C. Failure of the Township to notify the Association of an on-going breach shall not operate as a waiver of the Township's rights to require the correction of such breach or terminate the Agreement hereunder.

19. PUBLIC COMPLAINTS

A. Any complaints received from the public about the Association shall be shared between all parties of this agreement. Furthermore, a record of all complaints shall be kept on file by the Township.

B. Parents, players, coaches, board members, volunteers, spectators, etc. associated with any type of bullying shall be banned from the property. Bullying includes but is not limited to physical, verbal, emotional, social/cyber, harassment and/or hazing. This applies to player-to-player, adult-to-player, player-to-adult, and adult-to-adult interactions. It shall be the responsibility of Springfield Little League Baseball to investigate all allegations or inquiries regarding bullying. The names of any individuals

Attach Exhibit D & E Indoor Facility Agreement

banned from the Premises or subject to any disciplinary action as a result of any investigation by either Springfield Little League Baseball or the Township shall be shared among all of the Parties to this Agreement.

20. ENFORCEMENT

- A. Violations shall be reported to the Parks & Recreation Director and the Parks & Recreation Advisory Committee. Except where immediate action by the Township may be necessary, the Committee shall advise on the impact and offer opportunity for remedy, if any. Should the remedies be insufficient, the Committee may refer the matter directly to the Board of Commissioners.

21. INDOOR PRACTICE FACILITY

- A. The use of the Indoor Practice Facility constructed by the SLLB at Bysher Field shall be governed both by the terms of this Agreement and the terms of the separate agreement attached hereto as Exhibit "E". In case of any conflict between the terms of this Agreement and the terms of the Agreement attached hereto as Exhibit "E", the terms of Exhibit "E" shall control.
- B. The Association may not sublease or contract the Indoor Practice Facility to any third party, with the sole exception of the Springfield Little League Softball program, which includes the Springfield Pride Softball Travel program.

(signature page to follow)

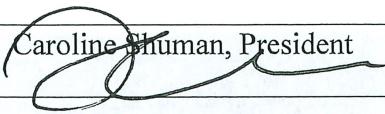
Attach Exhibit D & E Indoor Facility Agreement

SPRINGFIELD LITTLE LEAGUE BASEBALL:

By:

Caroline Shuman

Caroline Shuman, President

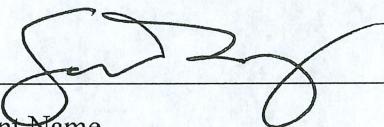


Date

2/24/25

SPRINGFIELD BASEBALL CLUB TRAVEL
PROGRAM

By: Scott May



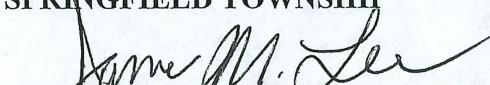
2/24/25

, President

Print Name

TOWNSHIP:
SPRINGFIELD TOWNSHIP

By:

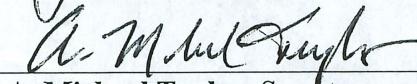


James M. Lee, President,
Board of Commissioners

2/25/25

Date

Attest:



A. Michael Taylor, Secretary

2/25/25

Date

Attach Exhibit D & E Indoor Facility Agreement

Appendix A: Byshier Field

(Yellow lines indicate Little League property boundaries. Blue lines indicate Township property boundaries.)



Attach Exhibit D & E Indoor Facility Agreement

Appendix B: Marlow Field

(Yellow lines indicate Little League property boundaries. Blue lines indicate Township property boundaries.)



Appendix C: Springfield Little League Baseball Boundaries (as of 11-7-2024)

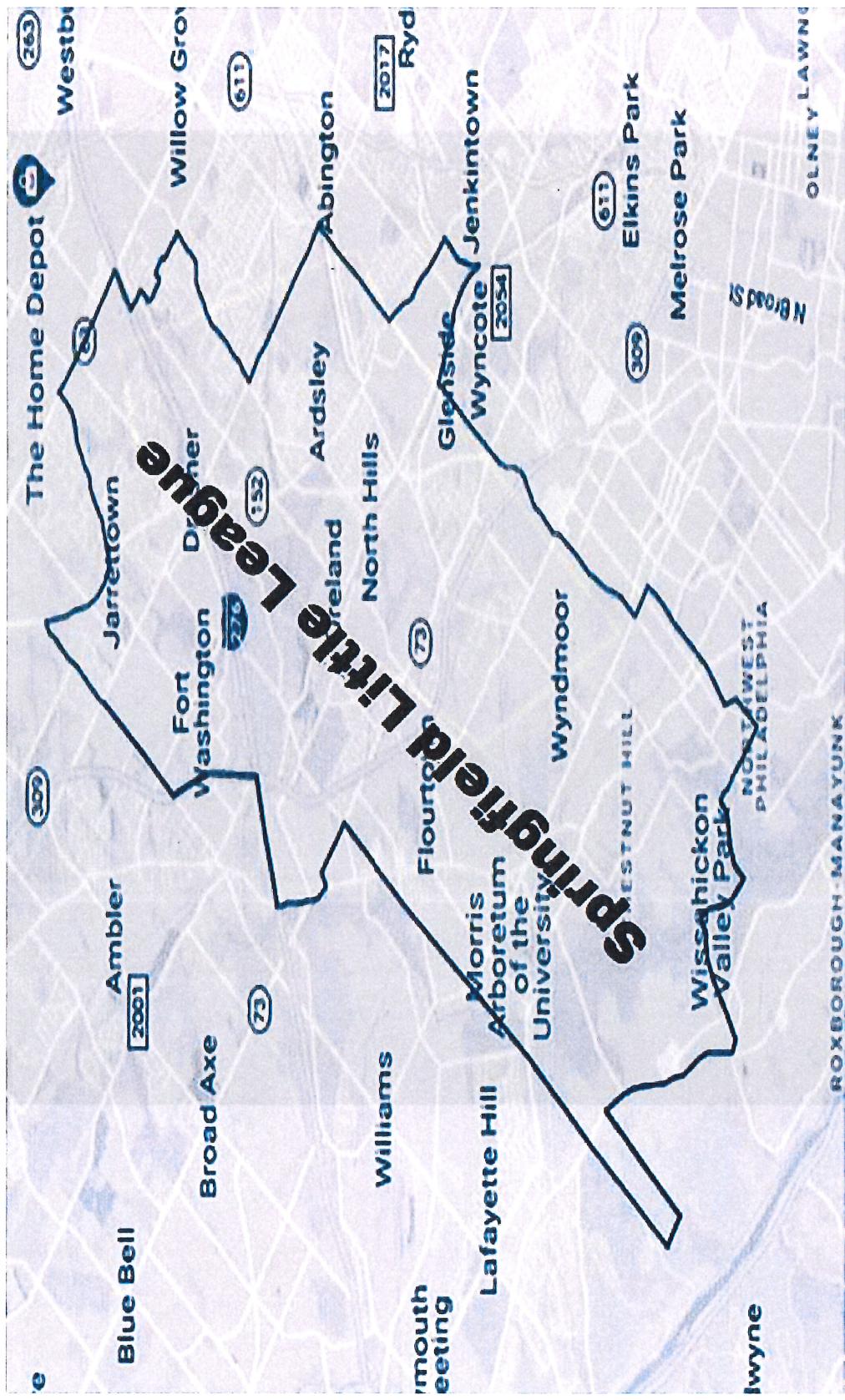


EXHIBIT D

Master Schedule to be Provided February 1

EXHIBIT E
Indoor Practice Facility Agreement

AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF
SPRINGFIELD TOWNSHIP, MONTGOMERY COUNTY
AND SPRINGFIELD LITTLE LEAGUE BASEBALL

BYSHER FIELD INDOOR PRACTICE FACILITY

WHEREAS, at the December 7, 2022 meeting of the Springfield Township Parks & Recreation Advisory Committee (“The Committee”), representatives from the Springfield Little League Baseball (“SLLB”) program presented a proposal for the construction of an indoor practice facility (the “Facility”) at the Township-owned property known as Bysher Field (the “Property”), and

WHEREAS, the December 7, 2022 meeting included public comment from neighbors of the Property on Bysher Avenue and Wissahickon Avenue regarding stormwater runoff and additional traffic generated by the Facility, and

WHEREAS, representatives from SLLB have assured the neighbors and the Committee that use of the Facility would be limited to small practices and clinics at specified hours, and to players eligible to play in and having the present, good faith intention to participate in the Springfield Little League Baseball Program (including the Springfield Baseball Club Travel Program) (“SLLB”) or the Springfield Little League Softball Program (including the Springfield Pride Softball Travel Program) (“SLLS”); and

WHEREAS, the Committee recommended approval for the construction of the Facility based upon the presentation made by SLLB, and communicated that recommendation to the Board of Commissioners of Springfield Township (“the Board”) by way of a memorandum dated December 8, 2022, a copy of which is attached to this Agreement as Exhibit “A”, and

WHEREAS, at the December 12, 2022 meeting of the Board, the Board discussed the proposal of SLLB to construct the Facility and agreed to consider approval for its construction subject to certain conditions, and

WHEREAS, at the December 14, 2022 meeting of the Board, the Board authorized SLLB to construct the Facility in accordance with representations made by SLLB at the December 7, 2022 meeting with the Committee and the December 12, 2022 presentation to the Board, along with certain conditions outlined in an approval letter dated December 20, 2022 (“Approval Letter”), a copy of which is attached to this Agreement as Exhibit “B”, and

1. WHEREAS, both the Board and SLLB desire to memorialize the terms of the use of the Facility in a form of agreement as follows: Use of Facility. Use of the Facility shall be limited to players eligible to play in and having the present, good faith intention to participate in the Springfield Little League Baseball Program (including the Springfield Baseball Club Travel Program) (“SLLB”) or the Springfield Little League Softball Program (including the Springfield Pride Softball Travel Program) (“SLLS”).

2. Hours of Operation. Permitted hours of operation are 7:30 AM to 9 PM, daily.

3. Occupancy. Under normal circumstances, occupancy of the building shall be limited to 15 players and a number of coaches or supervisory adults no less than those numbers set forth below. For the sole purpose of providing shelter during periods of inclement weather, however, the maximum occupancy load shall be as calculated by the Springfield Township Fire Marshal inclusive of parents, friends, players, coaches and appropriate adult supervision.

4. Instructional Clinics. Private instructional clinics or training (if any) shall be provided and arranged solely by the Springfield Little League Baseball program and/or the Springfield Little League Softball program provided, however, that payment for such private instruction shall be made to SLLB or SLLS directly. Individuals who do not meet the criteria for use set forth in paragraph 1 above are not permitted to arrange for private instruction to take place within the Facility.

5. Supervision. Except in the case of inclement weather as described in paragraph 3 above, there shall be no use of the Facility by players without supervision by at least two adults designated by the SLLB or the SLLS.

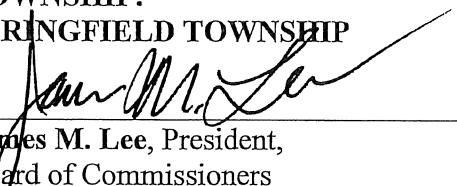
6. Keys. SLLB or SLLS shall be required to install a Knox Box on the exterior of the Facility to ensure that emergency responders may access the Facility if necessary..

7. Incorporation of Land Use Agreements. The Terms and Conditions of the current Land Use Agreement between SLLB and SLLS are incorporated by reference. In the case of any contradictions or inconsistencies regarding the use of the Facility, however, this Agreement shall be deemed to control.

SPRINGFIELD LITTLE LEAGUE BASEBALL:

By: 

Thomas C. McGeehan, President

TOWNSHIP:
SPRINGFIELD TOWNSHIP
By: 

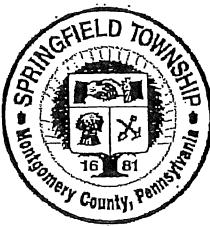
James M. Lee, President,
Board of Commissioners

Attest: 

A. Michael Taylor, Secretary

Exhibit "A"

December 8, 2022 Memorandum to the Board of Commissioners



SPRINGFIELD TOWNSHIP

Montgomery County, Pennsylvania
1510 Paper Mill Road, Wyndmoor, PA 19038
www.springfieldmontco.org

To: Board of Commissioners
CC: Mike Taylor
From: Emily Croke
Date: December 8, 2022
Subject: Springfield Little League Baseball Proposed Indoor Facility

During the December Park and Recreation Advisory Committee meeting, Tom McGeehan, President of Springfield Little League Baseball presented a proposal for the construction of an indoor practice facility at Springfield Township's property, Bysher Field. The proposed indoor facility is a 70'x70' pole barn style building equipped with turf flooring, batting lanes, and retractable netting to allow for a full infield practice. The proposed structure would replace the outdoor batting lanes currently located along the back corner of the property next to Flourtown Country Club. Restrooms are not proposed for the facility. The plan illustrates additional parking spaces along the front of the structure. In the evening hours, the building would utilize a motion sensor light, similar to the one currently used on the existing garage. Springfield Little League expects to use the facility year round for small team practices and clinics. The facility is intended to be used during winter months and during rainy spring, summer and fall practices. The building would provide shelter during rain delays and storms. The facility would be built and maintained by the Springfield Little League with no cost to the Township.

Springfield Little League currently facilitates a program called the Challenger League, an adaptive league for those with physical and intellectual challenges. This league would utilize the field adjacent to Flourtown Country Club to take advantage of the ADA accessibility. The proposed plan outlines paved ADA parking along the front of the building as well as a paved path along the backside leading directly to player dugouts. The paved path would create an ADA accessible route for players and families. The current parking lot is compacted gravel. The Challenger League intends to utilize the building to remain active year round.

Immediate neighbors of Bysher Park received a letter in the mail as notice of the proposed facility. The letter included an invitation to attend the meeting to express questions or concerns. Several neighbors living on Bysher Avenue and Wissahickon Avenue were in attendance. The two main concerns amongst the residents were regarding water runoff and the production of additional traffic. Mr. McGeehan noted the water runoff originates at the Flourtown Country Club and leads to the park. Bysher Field absorbs a large volume of the existing runoff with the remainder flowing to the street. Neighbors asked for the Township to address this issue as soon as possible. Several homes encounter flooded basements during large storms.

With regards to traffic, Mr. McGeehan noted the building usage would be limited to small practices and clinics. Usage of the building would also be limited to players enrolled in either Springfield Little League Baseball or Softball. Organized practices and clinics would be limited to specific hours to reduce traffic.

Per the Zoning and Code Department, the Little League will need to apply for building and electrical permits. These applications should include a set of drawings on the structural make-up of the building. Springfield Little League would be required to submit a sketch showing an aerial view of the site with measurements for the distance between the proposed building and existing garage. The Township noted the distance between the proposed building and the existing garage should be wide enough for emergency vehicle access. Additionally, Springfield Little League would be required to provide an aerial view of the site with measurements for the distance between the proposed building and the property line shared with Flourtown Country Club. This building will not generate any additional storm water run-off, however, plans should verify that the downspout discharges would not cause an issue with the playing fields. There is currently a swale between the parking lot and Flourtown Country Club fence line.

After review, the Park and Recreation Advisory Committee voted unanimously in favor of the proposed project. Please do not hesitate to reach out with any questions or concerns.

Thank you,

Emily Croke, CPRP, CYSA
Director of Parks and Recreation

Attachments: *Bysher Facility Concept - Letter to Residents 2022*
Drawings-Springfield Little League-Proposed Indoor Facility-2022
Bysher Facility Concept Design
Bysher Facility Concept Location

Exhibit “B”

December 20, 2022 Approval Letter

Exhibit 13



The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

website: www.SpringfieldMontco.org

Phone: 215-836-7600

Fax: 215-836-7180

COMMISSIONERS

James M. Lee
President

Bald M. Standish
Vice President

Peter D. Wilson
Eddie T. Graham
Michael E. Maxwell
Jonathan C. Cobb
Susanna O. Ratsavong

OFFICERS

A. Michael Taylor
Secretary-Manager

James J. Garrity
Solicitor

Joelle Kleinman
Treasurer / Tax Collector

Timothy P. Woodrow, PE
Engineer

Thomas C. McGeehan, President
Springfield Little League Baseball
PO BOX 125
Oreland, PA 19075

Dear Tom:

At the December 14, 2022 meeting of the Board of Commissioners of Springfield Township, the Board authorized the Springfield Little League Baseball organization to construct a 4,900 square foot pole barn at Bysher Fields in Flourtown, in accordance with your presentation to the Springfield Township Parks and Recreation Advisory Committee on December 7, 2022, and to the Board of Commissioners on December 12, 2022.

The approval to construct the building is conditioned upon the Little League securing all necessary construction permits, the installation of stormwater management facilities in a form satisfactory to the Township Engineer, and the creation of an emergency access route that shall be approved by the Fire Marshal. In addition, prior to occupying the building, the Little League shall enter into an agreement with the Township to memorialize the hours of operation and other details to minimize any potential impacts on the adjacent residential neighborhoods.

I trust that this letter is self-explanatory, however, please do not hesitate to contact me at 215-836-7600 should you have any questions.

Very truly yours,

Michael Taylor
Township Manager

MT:cmt

Cc: E. T. Baiada
M. A. Penecale
C. F. Baily
T. P. Woodrow

**LAND USE AGREEMENT BETWEEN
SPRINGFIELD TOWNSHIP, MONTGOMERY COUNTY
AND
SPRINGFIELD LITTLE LEAGUE SOFTBALL**

THIS AGREEMENT is made this 21 day of Feb., 2025, for and in consideration of the mutual promises and agreements contained herein, by **SPRINGFIELD TOWNSHIP** ("Township"), a Pennsylvania First Class Township, with offices located at 1510 Paper Mill Road, Wyndmoor, Pennsylvania 19038, and the **SPRINGFIELD LITTLE LEAGUE SOFTBALL (including Springfield Pride Softball Travel Program)** ("Association"), a Pennsylvania nonprofit corporation, with a mailing address of P.O. Box 53, Flourtown, Pennsylvania 19031.

1. BACKGROUND

The Township is the owner of one parcel of land located in the Township on Traymore Avenue, known as "Veterans Park," containing approximately 6 acres (Montgomery County Tax Parcel No. 52-00-17476-00-4) (collectively the "Premises"). Attached hereto and incorporated herewith as Appendices "A" is a map of the boundaries of the Premises.

The Association requests to utilize the Premises with the prior written permission from the Township and the Township desires to accommodate the Association's use of the Premises on the terms and conditions set forth herein.

2. TERMS

- A. The Association's use of the Premises is subject to all Township's ordinances, policies, rules, regulations and direction of the Township's officers, or as otherwise hereinafter provided.
- B. The Master Schedule (as defined below) for the year 2025, must be submitted to the Township for use of the fields, inclusive of rain dates by February 1, 2025. "Master Schedules" for 2025 and subsequent years shall mean a general schedule outlining weekday and weekend usage time frames from the start of the Spring season through the conclusion of the Fall season. The Master Schedules for the season shall be provided by February 1 of the respective year and shall be required to be or deemed attached annually to this Agreement as Exhibit "D".
- C. The term ("Initial Term") of this Agreement is from **January 1, 2025** ("Effective Date") through **December 31, 2025**. Any future agreements between the parties related to the Premises shall be under the terms and conditions mutually agreed to by the parties at that time. If a new agreement is not signed, this agreement shall be renewed automatically on the first of the year for an additional 12 months for each year beyond

the original agreement (“Additional Term”) (the Initial Term and Additional Term shall be collectively referred to as the “Term”) (“Additional Term”).

3. USE OF PREMISES BY ASSOCIATION

- A. The Association agrees to adhere to the Township Athletic Field Permit Policy, as amended from time to time by the Commissioners. The current version is attached hereto as Exhibit “C”. Furthermore, by using the Premises, the Association agrees to adhere to all Township ordinances, rules, regulations, use policies and procedures.
- A. The Association shall have priority use of the Premises for the purpose of operating a youth softball program (“Priority Use”) during the months of January 1 through December 31 (“Priority Use Season”). During the Priority Use Season, the Association may occupy the Premises during the permitted dates and times pertaining to standard season play. Priority Use does not mean exclusive use, and this agreement does not grant the Association any exclusive rights to occupy all or a portion of the Premises. Instead, use of the Premises by Association, by the Township, and by the public is governed by the terms of this Agreement. Use by Others shall be permitted in accordance with Section 4 of this Agreement.
- B. Use of Premises by the Association outside of the Priority Use Season shall be scheduled in advance with the Parks and Recreation Department (“Department”) for special events, parades, tournaments, or similar situations. The Department may decline to reserve the field for Association if Department determines that the field should be available for public use or conflicts with a preexisting event.
- C. The Association shall not allow other persons or organizations to use the Premises. All organizations must request use directly from the Township.
- D. The Association’s Priority Use shall begin on the Effective Date described in Section 2, subject to the submission of the following to the Township:
 - a. A completed Township Athletic Field Permit form for the entire year or each individual season by the following dates:

• Spring Season:	February 1
• Summer Season:	May 1
• Fall Season:	August 1
 - b. Name, address and contact information (telephone and e-mail) of no less than four (4) members of the current Board of Executives (including the President) and/or other responsible persons of the Association who can be reached in the event of emergency.

- c. Copy of the 501(c) (3) designation from the IRS or a nonprofit designation.
- d. A Detailed Schedule of practices, games, tournaments, parade, fundraisers and other events utilizing Township-owned facilities shall be submitted to the Township and published on the Association's website by April 1 of each year.
- e. The Association shall be required to attend the April meeting of the Parks & Recreation Advisory Committee to present their annual schedule of events and to review the use of Township facilities.
- f. One copy of the Certificate of Insurance with the limits prescribed in Paragraph 15, below, listing "Springfield Township" as an additional insured and a copy of all applicable endorsements.
- g. The Association will provide a boundary map outlining eligible territories which are inclusive of Springfield Township and surrounding areas. Appendices "C" are maps of the boundaries.
- h. Upon Township request, the Association shall submit a complete roster of players from the previous year during the respective season. Association must roster a minimum of 75% Springfield Township residents. All rosters must include addresses with street name, town/city and zip code.

The above requested documents must be submitted at least four (4) weeks prior to the scheduled Priority Use Season. If the documentation is not submitted, the Township may withhold use of the Township Facility.

- i. The Association shall stagger the start times for games when two or more fields will be used simultaneously to address on-street parking and traffic concerns in the adjacent neighborhood.
- j. Active use and/or maintenance of the fields shall conclude by 7 PM or sunset (as determined by the United States Naval Observatory for the City of Philadelphia), whichever is later. The Association further agrees that it shall discourage (to the best of its ability) congregating on-site after sunset.
- k. For purposes of clarity, it is understood that the Association may permit the use of the Premises by the Springfield Pride Softball Travel Program (and no other entity or group) subject to the rules, duties and procedures set forth in this Agreement. Springfield Pride Softball Travel Program shall be required, however, to provide the same level of information and transparency (contacts, Board of Directors, 501(c)(3) certification, insurance, etc.) as Springfield Little League Softball. All such use of the Premises by the Travel Program shall be dependent upon its compliance with all the terms of its relationship or agreements with the Little League, provided the terms of all such relationships

or agreements between the Little League and the Travel Program are consistent with the terms of this Agreement. For that reason, all enforcement action (if any) taken by the Township with regard to the Travel Program's use of the Premises shall be conducted with and through Springfield Little League Softball.

- E. The Association shall stagger the start times for games when two or more fields will be used simultaneously to address on-street parking and traffic concerns in the adjacent neighborhood.
- F. Active use and/or maintenance of the fields shall conclude by 7 PM or sunset (as determined by the United States Naval Observatory for the City of Philadelphia), whichever is later. The Association further agrees that it shall discourage (to the best of its ability) congregating on-site after sunset.

4. USE OF PREMISES BY THE TOWNSHIP AND OTHERS

- A. The parties agree and acknowledge that a portion or all of the Premises is designated for outdoor public recreation through the Township Parks and Recreation Department. During the off-hours, fields on the Premises shall be available for use by the public. The off-hours are defined as any time other than those reserved times shown on the Master Schedules during the Priority Use Season described in Section 3 when approved by the Township. Scheduling for fields shall be made through the Parks and Recreation Department.
- B. The Association agrees that the Township may use the Premises when it is not required for use by Association, and such use by the Township shall be consistent with the normal usage of said Premises. The Township agrees to leave the Premises in substantially the same condition, reasonable wear and tear excepted. For purposes of this Section, Township use shall consist of organized activities conducted or sponsored by the Township.
- C. In addition to the provisions in this section, the Association understands that other persons or organizations are authorized to use the Premises at the Township's discretion, subject to reasonable terms and conditions. The Township and Association agree that Association will have the opportunity to review proposals for non-association activities at the facility at least one month in advance, or before the schedule for the season is complete. Both parties agree that the Association or its designee shall participate in reviewing and fully considering any proposals for use of the Premises by others.
- D. Public and non-association use is limited to field areas. Access to buildings such as the snack stand, restrooms, storage unit, etc. will be excluded from public or non-association use.

5. FEES

- A. No fees shall be collected from the Association by the Township for the use of the Premises. Instead, the Association shall be responsible for bearing the maintenance costs of the fields and facilities used by the Association.

6. MAINTENANCE BY ASSOCIATION

- A. The Association agrees to maintain the Premises in a good and workmanlike manner, including but not limited to picking up and preparing trash for scheduled Township refuse and recycle collection. Association agrees to place all collectable trash, recycle and waste material in designated area for removal. Association will promote and encourage recycling throughout the Premises.
- B. The Association shall ensure that all building systems, such as plumbing, electrical, and heating and cooling systems, are operational through the season and ensure proper startup and winterization. The Association shall report any modifications to the building systems or sprinkler system zones to Township prior to the start and end of the season to ensure proper operation for startup and winterization.
- C. The Association shall notify the Township of scheduled startup and winterization processes. Spring start up shall be scheduled no later than March 1. Winterization shall be scheduled at the end of the season or by December 1.
- D. At each field, the Association shall maintain all trees and greenery inside the fence line and maintain a five-foot clear zone around the exterior perimeter of the fence. Clear zone shall extend vertically from the surface to the sky and include overhanging limbs.
- E. The Association agrees to repair or replace any property damage that may occur to the Premises and to maintain all buildings and improvements in a workman like fashion.
- F. In agreeing to use the Township Premises, the Association agrees to perform the routine maintenance items while using the Premises. The Association shall control weeds inside and outside of fence lines through string trimming or chemical vegetation control methods. This obligation includes the backstop fence, foul fence lines, and the outfield fence.
- G. The Association agrees to promptly notify the Township via email if it observes any needed maintenance to sidewalks, parking areas, or other items. The Association may provide the written notification by email to the Parks and Recreation Director.

- H. The Association shall hang signage communicating any field closures as a result of maintenance or repairs to the fields.
- I. Association will notify the Director of Parks and Recreation prior to scheduling field closures. The Director of Parks shall reserve the right to refuse closures if deemed unduly restrictive on the use of the Premises by the general public.
- J. Conditions permitting, the Association shall conduct lawn mowing activities between the hours of 7:00 am and 7:00 pm Monday through Friday, and 8:00 am and 5:00 pm Saturday. In the event that successive days of rainfall prohibits lawn mowing activities from occurring during the aforementioned periods of time, the Association shall conduct such activities at such times that will minimize noise disturbance for adjacent property owners.

7. MAINTENANCE BY TOWNSHIP

- A. The Township will provide weekly collection of refuse and recycle materials upon request.
- B. The Township agrees to provide unique or unusual maintenance and routine maintenance to the infrastructure, including but not limited to, repair of broken water mains, sewer, storm sewer and all repairs and surface maintenance of parking lots.
- C. The Township will provide maintenance to trees outside the fence and five-foot clear zone, including hazardous tree removal, broken limb removal and corrective pruning. No tree shall be planted or removed without prior approval from the Director of Parks and Recreation.

8. CONSTRUCTION

- A. No physical improvements desired by the Association shall be constructed or installed on the Premises without written pre-approval from the Board of Commissioners. No structures shall prevent part or all of the Premises from being used for outdoor public recreation.
- B. All construction or installation of improvements shall be in conformity with the regulatory codes of the Township, including any construction within the floodplain or floodway, and shall always be subject to the prior written approval from the Board of Commissioners. The parties agree that any permanent improvements or fixtures constructed by the Association on the Premises shall become the property of the Township and be entirely subject to the applicable terms of this agreement. The newly constructed indoor training facility is not intended to become the property of the

Township, but its use on the Township property is subject to a separate agreement between and among the Parties.

- C. The Association agrees to submit design plans for any proposed improvements to the Director of Parks and Recreation for review by the Parks and Recreation Advisory Committee (PRAC). Upon review and approval, the PRAC will write a recommendation to the Board of Commissioners. All design plans will be submitted to the Board of Commissioners for final review.

9. COMMUNICATION

- A. The Association agrees to conduct all communications with the Township through the Director of Parks and Recreation via email with a copy to the Township Manager. For purposes of clarity, it is understood that all communications from the Springfield Pride Travel Softball Program to the Township and vice versa shall be conducted through the Association.
- A. The Association will assign a liaison to communicate all projects, practices, games, and event schedules at least 21 days prior to each occurrence. and to be available for the prompt discussion of any actions or omissions of any Party whether it be Springfield Little League Softball, the Springfield Pride Travel Softball Program, the Association, or any combination of the Parties named in this sentence.

10. SIGNAGE

- A. Association will follow Township ordinances, specifically Ordinance Section 114-144.H. (Type and quality of permitted signs), which provides:

Athletic sponsorship signboards. Athletic sponsorship signboards may be erected at municipal baseball fields so as not to distract or interfere with a visit by a general park user, participant, or spectator. Signboards must be confined and oriented to the area of use by the organization. The message and graphics must be done professionally and be maintained in a neat and clean manner during the baseball season. The signboards shall be removed at the conclusion of the baseball season and are further subject to the following regulations:

1. When permitted. Athletic sponsorship signboards are permitted only on baseball fields used by community little league organizations. Signboards placed on municipal baseball fields are restricted to the outfield fence and must only face inside the ball field.
2. Quantity. Signboards must be spaced evenly across the fence to create a uniform pattern and appearance.

1. Sign area. All signboards must be of the same size and shape and are not permitted to exceed four feet tall by eight feet wide.
2. Construction of Signage:
 - a. No permanent structure shall be erected in a park for the sole purpose of supporting an advertising signboard or signboards.
 - b. All fastening hardware must be installed so as to not protrude or create a physical hazard and must be covered with rubber or another equally soft material.
 - c. The bottom of a signboard must be located a minimum of eight inches from ground level and must not extend over the top rail of the fence.
 - d. The backs of signboards must be painted one color and be consistent with other facilities at the park.
3. Illumination. Illumination of athletic sponsorship signboards is not permitted.
4. Damage. Damage to public property and fences which is caused by sign installation or removal, or flooding or other natural disaster, shall be the responsibility of the sponsoring little league organization and shall be repaired without cost to the Township.
5. Upon submitting a request for future scoreboard installation, the Association will detail the signage sponsor in detail. The Township will incorporate the signage sponsor as a portion of the approved plan.

B. The Association will also abide by the following Township restrictions:

1. Organizations are not permitted to permanently rename parks, individual fields or/and amenities with club name or sponsoring company name. Annual field sponsorships are permitted so long as signage is no greater than 32 SF in size and is located in accordance with the applicable zoning regulations.
2. All requests to name or rename parks, individual fields or amenities to memorialize a specific individual shall be directed to the Township for approval and will be considered in accordance with the Township's Park naming Policy.
3. Individual athletic amenities such as restrooms, snack stands, dugouts, scoreboards, batting cage, shooting cage, and spectator seating areas are eligible for signage designation.
4. New club and sponsor signage shall not exceed 32 square feet.

5. Sound: Amplified sound or music shall not be played in an unnecessarily loud manner so as to disturb the peace and quiet of the immediate neighborhood.

11. CONCESSIONS AND RESTROOMS

- A. The Association shall have the right to operate concessions for the sale of non-alcoholic beverages and food during the times of their permitted use of the Premises. All revenues from such concessions will be the property of Association.
- B. The Association is responsible for cleaning and maintaining the concession area, including restrooms.
- C. The Association bears all liability resulting from the operation of the concessions area, including but not limited to the use of the concessions area and the sale of beverages and food. Therefore, the Association shall defend and hold harmless the Township for any liability arising therefrom.
- D. The Association may not sublease or contract the Concession stand to a third party.

12. PARKING

- A. The Association agrees to respect and to remind its members, coaches, parents and fans to respect the driveways of neighboring properties while parking vehicles in the street and shall be responsible for community courtesy parking and driving reminders at least once per month during the season.
- B. Motor vehicles may not be parked within the parks or recreational areas except in designated parking areas, or upon delivery of materials or equipment.
- C. It shall be unlawful to park a vehicle anywhere other than an established or designated parking area, in accordance with posted directions or instructions received from any park attendant who may be present.
- D. No vehicles shall be parked before dawn or after dusk in any parking lot or area located within a Township-owned park and recreation area or any parking area associated therewith, unless approved in writing by the Township. No vehicle shall be parked overnight in a parking lot or area in, or associated with, a Township-owned park and recreation area without the approval of the Township.

13. PARADES AND SPECIAL EVENTS

- A. Association will obtain necessary permits prior to any parade, fireworks or special events occurring on the Premises.
- B. Association will notify the Director of Parks and Recreation via email prior to scheduling any special events.
- C. The Association shall update the organization public calendar of all practices, games, and special events to maintain transparency with the neighborhood and community.

14. ASSOCIATION RESPONSIBILITIES

- A. Change of Contacts and Officers. Association agrees to provide the Director of Parks and Recreation with accurate contact information for officers of Association, no later than 30 days after officer elections. Association has a continuing obligation to ensure that Director has accurate contact information for Association and to notify Director of any officer changes within thirty (30) days after said change. Attached to and incorporated by reference into the terms of this Agreement are the names and addresses of the current office holders of Association.

15. INSURANCE

- A. Association agrees to purchase and maintain bodily injury and property damage insurance for each occurrence of injury or damage in the minimum amount of One Million Dollars (\$1,000,000) for each occurrence of injury or damage and an aggregate limit of not less than Two Million Dollars (\$2,000,000). The Township shall be named an additional insured in said policy or policies and the Association shall furnish to the Township evidence of insurance by a certificate of insurance of required coverage. The parties agree that the Township may reasonably adjust these insurance requirements on an annual basis and will provide written notice to Association of any additional requirements for insurance required by this Section.
- B. Damage to any portion of the Premises or the improvements thereon will be assessed at the discretion of the Township. Upon assessment, the Township will determine whether a claim shall be made. The Association shall pay any incurred deductible and repair costs subject to their reasonable right of subrogation against a responsible party.
- C. The Association will be responsible for acquiring insurance for contents of buildings that are owned and or belong to the Association such as equipment, apparel, tools, etc.

16. HOLD HARMLESS

- A. Association agrees to indemnify and to hold the Township harmless from any and all liability arising from any operation or use under this Agreement of the described

Premises by Association, its invitees, players, agents or employees unless the liability is the result of the Township's or a non-invited third party's negligence or willful misconduct. Association further agrees to defend the Township against any and all claims unless the claims are the result of the Township's or a non-invited third party's negligence or willful misconduct. The Parties agree that Association may enter into separate Agreements with other users of the Premises to hold harmless Association, its directors and members from claims arising from the use of others as described in this Agreement provided such separate Agreements shall not operate to defeat any obligation undertaken by Association in this Agreement and particularly this paragraph.

17. NON – DISCRIMINATION

- A. The parties agree that the Association shall comply with all civil rights and accessibility legislation, including Title VI of the Civil Rights Act of 1984, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act, and Association shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by local, state, or federal laws. By signing this Agreement, the Association certifies that it complies, and will continue to comply, with this nondiscrimination requirement.

18. TERMINATION

- A. Township reserves the right to periodically review the performance of Association to evaluate compliance with the terms of this Agreement. Either party may terminate this Agreement for breach thereof upon thirty (30) days written notice. If the breaching party does not cure the breach prior to the date of termination, then the termination of the Agreement shall be automatic unless otherwise extended by the non-breaching party. If the breaching party attempts to diligently cure the breach, to the extent such breach cannot be reasonably cured within thirty (30) days, the other party may grant additional time to cure as it deems appropriate but is under no obligation to do so.
- B. If Association shall dissolve, become insolvent or otherwise become unable to fulfill the terms of this Agreement, or abandon the use of the Premises, this Agreement shall terminate, and Association shall have no further rights hereunder. Discontinuation of use of all or part of the Premises for maintenance, repair or rehabilitation purposes of the grounds shall not be deemed as abandonment. If the Association changes the character of its operation significantly from that of a nonprofit corporation, then this Agreement shall terminate, and Association shall have no further rights hereunder.
- C. Failure of the Township to notify the Association of an on-going breach shall not operate as a waiver of the Township's rights to require the correction of such breach or terminate the Agreement hereunder.

19. PUBLIC COMPLAINTS

- A. Any complaints received from the public about the Association shall be shared between all parties of this agreement. Furthermore, a record of all complaints shall be kept on file by the Township.
- B. Parents, players, coaches, board members, volunteers, spectators, etc. associated with any type of bullying shall be banned from the property. Bullying includes but is not limited to physical, verbal, emotional, social/cyber, harassment and/or hazing. This applies to player-to-player, adult-to-player, player-to-adult, and adult-to-adult interactions. It shall be the responsibility of Springfield Little League Baseball to investigate all allegations or inquiries regarding bullying. The names of any individuals banned from the Premises or subject to any disciplinary action as a result of any investigation by either Springfield Little League Baseball or the Township shall be shared among all of the Parties to this Agreement

20. ENFORCEMENT.

- A. Violations shall be reported to the Parks & Recreation Director and the Parks & Recreation Advisory Committee. Except where immediate action by the Township may be necessary, the Committee shall advise on the impact and offer opportunity for remedy, if any. Should the remedies be insufficient, the Committee may refer the matter directly to the Board of Commissioners.

SPRINGFIELD LITTLE LEAGUE SOFTBALL:

By:

Geoffrey Cooper

Geoffrey Cooper, President

2/21/2025

Date

**SPRINGFIELD PRIDE TRAVEL SOFTBALL
PROGRAM**

By: *Geoffrey Cooper*

Geoffrey Cooper, President ,President

Print Name

TOWNSHIP:

SPRINGFIELD TOWNSHIP

By:

James M. Lee
James M. Lee, President,
Board of Commissioners

2/25/25

Date

Attest:

A. Michael Taylor
A. Michael Taylor, Secretary

2/21/25

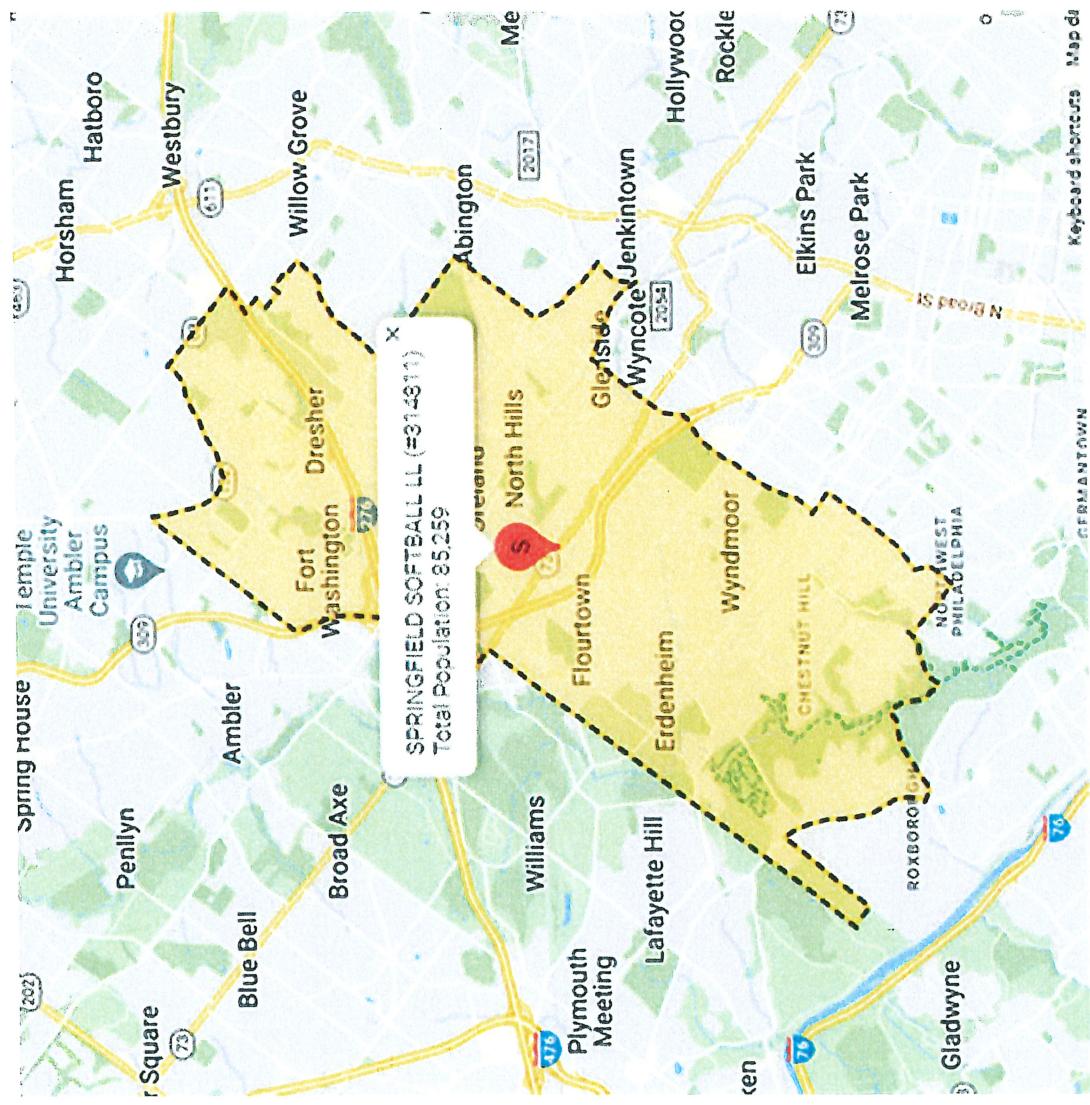
Date

Appendix A: Veterans Field

(Yellow lines indicate Little League property boundaries. Blue lines indicate Township property boundaries.)



Appendix B: Springfield Little League Softball Boundaries (as of 1-1-2022)



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