

**East Rockhill Township Board of Supervisors**

**October 24, 2023**

**2024 Preliminary Draft Budget Meeting Minutes**

The draft budget meeting of the East Rockhill Township Board of Supervisors was held at 6:15 p.m. on October 24, 2023 in the meeting room at the East Rockhill Township Municipal Office, 1622 North Ridge Road, Perkasio, PA 18944.

Present:	David Nyman	Chairperson (via telephone)
	Gary Volovnik	Vice-Chairperson
	Jim Nietupski	Member
	Marianne Morano	Township Manager
	Jeff Scholl	Public Works Director

The meeting was called to order at 6:17p.m. by Mr. Volovnik who facilitated the meeting.

**Follow-up from September 26, 2023 Budget Work Session:**

Changes to the September 26, 2023 draft budget were reviewed and discussed. Rental income will be added for 426 Three Mile Run Road. No formal action was taken by the Board.

**Capital Plan:**

Mrs. Morano presented a capital plan for years 2024 to 2028 and completed capital projects for years 2013 to 2023. No formal action was taken by the Board.

**Insurance Coverage:**

Mrs. Morano provided a proposal from Lincoln Financial Group to provide life insurance, short-term disability and long-term disability to full-time employees, noting there was a 67% annual premium reduction and enhanced coverage.

Consensus of the Board was to proceed with Lincoln Financial Group with an effective date of December 1, 2023.

**Sewer Fund:**

Mrs. Morano presented the sewer fund budget. No formal action was taken by the Board.

**Public Comment:**

There was none.

**Adjournment**

With no additional discussion the budget work session adjourned at 6:28p.m.

Respectfully submitted,  
**DRAFT**

Marianne Hart Morano  
Township Manager

**East Rockhill Township Board of Supervisors**

**October 24, 2023**

**Regular Business Meeting Minutes**

The regular business meeting of the East Rockhill Township Board of Supervisors was held at 7:00p.m. on October 24, 2023, following the 2024 Preliminary Budget Work Session review, in the meeting room at the East Rockhill Township Municipal Office, 1622 North Ridge Road, Perkasie, PA 18944.

Present:	Dave Nyman	Supervisor Chairperson (via telephone)
	Gary Volovnik	Supervisor Vice-Chairperson
	Jim Nietupski	Supervisor Member
	Marianne Morano	Township Manager
	Will Oetinger, Esq.	Township Solicitor
	Steve Baluh, P.E.	Township Engineer
	Jeff Scholl	Public Works Director
	Chief Dickinson	Pennridge Regional Police Department

The meeting was called to order at 7:01p.m. by Mr. Volovnik with the Pledge of Allegiance.

Members of the public and press were present.

**Announcements or Presentations:**

- Mr. Nyman was present via telephone
- Conditional Use Hearing October 30, 2023 7:00pm
- Next Board of Supervisors Meeting November 28, 2023 7:00pm
- Executive Session to take place following the meeting for personnel

**Public Comment #1:**

- Ned Powell, 2747 Three Mile Run Road, asked for the status of 2020 Comprehensive Plan recommended updates to reclassify a section of Three Mile Run Road and adopt a short-term rental ordinance. The short-term rental ordinance is in draft form and was reviewed at the Planning Commission October 12, 2023 meeting. A draft will be on the Supervisor November 28, 2023 meeting agenda for authorization.
- Chuck Weaver, 47 Ridge Run Road, stated he travels Three Mile Run Road regularly and cars are speeding.
- Jennifer Wright, 400 Three Mile Run Road, stated she does not know what the Board of Supervisors' responsibilities are. Her concerns have been sent to PA DEP and State representatives who oversee and have jurisdiction to the concerns she has brought before the Board.

**Approval of Minutes and Bills Payable:**

**On motion** by Mr. Nietupski, seconded by Mr. Nyman, to approve the meeting minutes from the Board of Supervisors' September 26, 2023 2024 Budget Work Session and Regular Meeting as presented. With no additional discussion, all present voted in favor.

**On motion** by Mr. Nyman, seconded by Mr. Nietupski, to approve payment of the Bills List dated October 20, 2023, for a total amount of \$651,319.45 as presented. With no additional discussion, all present voted in favor.

**Board and Commission Reports:**

**Pennridge Regional Police Department: Chief Dickinson**

The Chief shared the September 2023 Pennridge Regional Police activity report. The report is on file.

**On motion** by Mr. Nietupski, seconded by Mr. Nyman, to accept the Pennridge Regional Police Department report. With no additional discussion, all present voted in favor.

**Planning Commission: Marianne Morano**

Mrs. Morano shared that the draft Zoning Ordinance amendment was reviewed and recommended changes will be incorporated into the draft to be presented at the November Supervisor meeting.

**On motion** by Mr. Nyman, seconded by Mr. Nietupski, to accept the Planning Commission report. With no additional discussion, all present voted in favor.

**Pennridge Wastewater Treatment Authority: Dave Nyman**

The September 2023 minutes and flow reports were provided to the Board.

**On motion** by Mr. Volovnik, seconded by Mr. Nietupski, to accept the Pennridge Wastewater Treatment Authority report. With no additional discussion, all present voted in favor.

**Pennridge Area Coordinating Committee: Dave Nyman**

The September 28, 2023 meeting notes were provided to the Board.

**On motion** by Mr. Volovnik, seconded by Mr. Nietupski, to accept the Pennridge Area Coordinating Committee report. With no additional discussion, all present voted in favor.

**Township Manager's Report: Marianne Morano**

**2024 Preliminary Budget.**

Mr. Nyman thanked Mrs. Morano for her efforts with the 2024 draft budget.

**On motion** by Mr. Nietupski, seconded by Mr. Nyman, to authorize advertising the Preliminary 2024 Budget, with no real estate tax increase, as presented for public inspection. With no additional discussion, all present voted in favor.

**2024 Meeting Dates.**

**On motion** by Mr. Nyman, seconded by Mr. Nietupski, to authorize advertising the 2024 Board of Supervisor regular meetings at 7:00pm on the fourth Tuesday of every month except for the month of December when the regular meeting shall be held on the third Tuesday, December 17, 2024. With no additional discussion, all present voted in favor.

The annual Reorganization meeting will be held January 2, 2024 at 5:00pm.

**On motion** by Mr. Nietupski, seconded by Mr. Nyman, to approve the Township Manager report. With no additional discussion, all present voted in favor.

**Public Works Report: Jeff Scholl**

Mr. Scholl updated the Board on Public Works activities as of October 20, 2023. The report is on file.

**On motion** by Mr. Nyman, seconded by Mr. Nietupski, to approve the Township Public Works report. With no additional discussion, all present voted in favor.

**Township Engineer Report: Steve Baluh, P.E.**

**Old Bethlehem Pike Sewer Extension.**

**On motion** by Mr. Nietupski, seconded by Mr. Nyman, to adopt **Resolution 2023-09** Old Bethlehem Pike sewer extension plan revision as presented. With no additional discussion, all present voted in favor.

**Pedestrian Trail Grant Submission.**

**On motion** by Mr. Nietupski, seconded by Mr. Nyman, to adopt **Resolution 2023-10** for a statewide local share assessment grant application in the amount of \$625,550.00 for a project total cost of \$695,550.00 with the Township contributing \$70,000.00 as presented. With no additional discussion, all present voted in favor.

**On motion** by Mr. Volovnik, seconded by Mr. Nietupski, to approve the Township Engineer report. With no additional discussion, all present voted in favor.

**Township Solicitor Report: Will Oetinger, Esq.**

**Sewer Capacity Agreement.**

**On motion** by Mr. Volovnik, seconded by Mr. Nietupski, to authorize execution of a sewer capacity agreement between East Rockhill Township and Perkasio Regional Authority as presented. With no additional discussion, all present voted in favor.

**On motion** by Mr. Nietupski, seconded by Mr. Nyman, to approve the Township Solicitor report. With no additional discussion, all present voted in favor.

**Department and Emergency Services Reports:**

**On motion** by Mr. Nyman, seconded by Mr. Nietupski, to acknowledge receipt of the Department and Emergency Services reports. With no additional discussion, all present voted in favor.

**New or Other Business Supervisors' Items:**

There was none.

**Public Comment #2:**

- Lou DiTonno, 1 Boulder Drive, stated he was unable to attend last month's meeting and requested the status of easements for Stone Edge Culvert. The property owner was contacted requesting a meeting to review necessary easements and Township has not received a response.
- Chuck Weaver, 47 Ridge Run Road, asked for the status of roundabout construction. It is anticipated to be reopened in two weeks; signs will be removed, however road work will continue with traffic control in place. Perkasie Regional Authority base paving is to take place mid November. Mr. Volovnik stated Bucks County will be rehabilitating the Old Bethlehem Pike bridge in the Spring, 2024.

**Adjournment:**

**On motion** by Mr. Nietupski, seconded by Mr. Nyman, to adjourn the regular meeting into Executive Session. With no additional discussion, the meeting was adjourned at 7:47p.m.

Respectfully submitted,  
**DRAFT**

Marianne Hart Morano  
Township Manager

**East Rockhill Township Board of Supervisors**

**October 30, 2023**

**Special Business Meeting Minutes**

The special business meeting of the East Rockhill Township Board of Supervisors to conduct a conditional use hearing, as continued from September 12, 2022, was held at 7:00p.m. on October 30, 2023, in the meeting room at the East Rockhill Township Municipal Office, 1622 North Ridge Road, Perkasie, PA 18944.

Present:	Dave Nyman	Supervisor Chairperson (via telephone)
	Gary Volovnik	Supervisor Vice-Chairperson
	Jim Nietupski	Supervisor Member
	Marianne Morano	Township Manager
	Will Oetinger, Esq.	Township Solicitor
	Steve Baluh, P.E.	Township Engineer
	Gregg Adelman, Esq.	Applicant Representation

The meeting was called to order at 7:01p.m. by Mr. Volovnik with the Pledge of Allegiance.

Members of the public were present.

**Public Comment on Non-Agenda:**

There was none.

**Stenographic Record:** A stenographic record of the Conditional Use Hearing for the Pennington Property Group, LLC was taken and will provide a record of the proceedings. A request can be made to Jeannie Kauffman at [bjeaniekauffman@gmail.com](mailto:bjeaniekauffman@gmail.com). Transcripts are stored for five years.

**Conditional Use Hearing:** *Legal Notice: The Conditional Use Application is for the construction of 46 townhomes as a B-3 Performance Standard Development upon the property located at 809 and 901 Three Mile Run Road, Perkasie, PA 18944, more particularly described at Tax Map Parcels No. 12-008-125, 12-008-126, 12-008-126-001, and 12-009-126, which is located in the S- Suburban Zoning District. The Applicant, in accordance with Sections 27-701 and 27-304 of Chapter 27 of the East Rockhill Township Code of Ordinances, filed a Conditional Use Application and requested approval for the proposed Performance Development Use on the property. A copy of the Conditional Use Application may be viewed at the Township Building during regular business hours. The public hearing on this Conditional Use Application shall take place at the above-referenced time and place before the Board of Supervisors of East Rockhill Township and all interested parties and the public are welcome to attend.*

Mr. Oetinger read the legal notice as advertised and announced the applicant pursued alternate layouts since the hearing conducted September 12, 2022. At tonight's hearing, testimony is anticipated to be concluded but a decision would not be rendered. The hearing would be conducted allowing party status property owners, Jessica (Patrick) McCauley, 711 Three Mile Run Road and Amanda Crouthamel, 913 Three Mile Run Road, time to ask questions of the applicant. Once the hearing was closed, all public comment would be received. Mr. Oetinger stated the Board of Supervisors was acting as a quasi-judicial board and therefore could not respond to questions or comments.

Mr. Oetinger entered Board exhibits.

**Testimony:** Was provided by Nicole Kline, P.E., PTOE, reviewing a Transportation Impact Assessment for 809 & 901 Three Mile Run Road prepared by McMahon, a Bowman Company, dated September, 2022, totaling 198 pages, conducted while Pennridge School District was in session which concluded that there was less than a 1% impact in traffic from the subject development. Testimony was completed.

**On motion** by Mr. Nietupski, seconded by Mr. Nyman, to accept Applicant Exhibits A1 through A9 into the record as presented. With no additional discussion, all present voted in favor.

**On motion** by Mr. Nietupski, seconded by Mr. Nyman, to close the evidence portion of the Hearing. With no additional discussion, all present voted in favor.

**Party Status Public Comment:**

- Patrick McCauley, 711 Three Mile Run Road, stated concerns with the traffic impact study results, noting speeding, visibility with train tunnel, impact to Pennridge School District, impact to his well and public water and safety of the walking trail located across the street.
- Amanda Crouthamel, 913 Three Mile Run Road, stated concern for impact to Pennridge School District, speeding, impact of railroad bridge visibility and opposition to having this density by her property, stating Three Mile Run Road is a close knit community.

**Public Comment on Agenda.**

There was none.

**Adjournment:**

**On motion** by Mr. Nietupski, seconded by Mr. Nyman, to adjourn the Hearing. With no additional discussion, the Hearing was adjourned at 7:49p.m.

Respectfully submitted,  
**DRAFT**

Marianne Hart Morano  
Township Manager

East Rockhill Township  
Unpaid Bills List

November 21, 2023

Summary of Fund Expenses

FUND NAME	DESCRIPTION	TOTAL
General	<i>General Purposes</i>	\$ 108,482.19
Open Space	<i>Revenue from Earned Income 0.25. Expenses for preservation and maintenance per HB1523.</i>	\$ 231,321.81
Sewer	<i>Revenue from sewer rates and connections. Expenses for sewer operations.</i>	\$ 11,786.17
Park & Recreation / Golf Driving Range	<i>Revenue from token sales, park reservations &amp; contributions. Expenses for driving range and park maintenance.</i>	\$ 2,579.58
Street Light	<i>Revenue from annual street light assessment for properties in district. Expenses payable to PPL for street light rental and maintenance.</i>	\$ 1,785.56
Building Debt	<i>Revenue from Real Estate 1.26 mil. Expenses for Police Headquarter and Municipal Complex building debt.</i>	\$ 5,797.22
State Aid (Liquid Fuels)	<i>Revenue from State fuel tax. Expenses according to PennDOT guidelines for road and vehicle maintenance.</i>	\$ 5,945.27
Escrow	<i>Revenue for consultant review time. Expenses for projects under review with escrow requirements.</i>	\$ 17,630.70
<b>Unpaid Bills Total</b>		<b>\$ 385,328.50</b>



East Rockhill Township  
Unpaid Bills List

**November 21, 2023**

Detail of Fund Expenses

<u>Payable To</u>	<u>Memo</u>	<u>Amount</u>
<b>General Fund - 01</b>		
21st Century Media	Advertising	177.09
Amerigas	Propane Fuel Substation	232.07
AON	Bond Renewal Manager	1,500.00
AON	Bond Accountant	1,500.00
B&C Septic	Pump Tank Substation	210.00
Bucks County Planning Commission	2023 HH Hazardous Waste Program	975.29
Catapultweb	Website Annual Fee	2,400.00
Chase Credit Card	Auto Zone	8.99 *
Chase Credit Card	Harbor Freight	136.98 *
Chase Credit Card	Lowes	100.66 *
Chase Credit Card	Staples	97.93 *
Chase Credit Card	Municipal	3.50 *
Chase Credit Card	GoDaddy	137.02 *
Chase Credit Card	Amazon	148.28 *
Clemens Uniform	Uniforms	189.84
Delaware Valley Health Insurance (DVHT)	Insurance Premium	9,660.04
Grim, Biehn & Thatcher	Township Solicitor Mager	192.00
Grim, Biehn & Thatcher	Township Solicitor General Matters	2,256.00
IPFone	Phone Service	272.35
IT Business Solutions	Monthly Service	471.00
Keystone Collections Group	EIT Commission	500.36 *
Keystone Collections Group	Costs Retained by Tax Officer (Act 192)	2,316.34 *
Keystone Collections Group	EIT Taxpayer Refunds	98.85 *
Keystone Collections Group	LST Commission	62.34 *
Keystone Collections Group	LST Refunds	94.00 *
Kriebel Security	Quarterly Service	147.00
Lawson	Supplies	519.32
Manko Gold Katcher Fox	Township Environmental Solicitor	1,215.00
Marianne Morano	Evaluation Adjustment	10,000.00
Municipal	Card Reader	229.00
Neat & Clean	Township Office	280.00 *
ORE	Equipment Rental Tree Removal	1,057.50
PP&L Electric	Emergency Aux Bldg. + Break Room	109.35
PP&L Electric	Parking Lot Lights	223.73
PP&L Electric	Municipal Office	130.53
PP&L Electric	Garage/Shop	113.27
PP&L Electric	426 Three Mile Run Rd	106.19

East Rockhill Township  
Unpaid Bills List

**November 21, 2023**

Detail of Fund Expenses

<u>Payable To</u>	<u>Memo</u>	<u>Amount</u>
Pennridge Regional Police	Police Service	86,255.33
Perkasie Regional Authority	Municipal Office Water Bill	145.60 *
Quakertown National Bank	Correction to Duplicate on October UBL	(28,375.00)
Reiss Hauling & Recycling, Inc.	Trash & Recycling Service	2,585.00
Ricoh	Prepay Copier Rental & Copies	246.21 *
Riggins	Unleaded Fuel	866.08
Riggins	Diesel Fuel	317.61
Shadywood Communications	Enews	230.00
T-Mobile	Cell Phone Service	140.73
T-Mobile	Cell Phone Service	94.20 *
T-Mobile	Cell Phone Service	50.70 *
TRAI SR LLC	Permit Software	1,125.00
Trumbauers	Supplies	16.10
Verizon	FIOS service	119.00
Wynn Associates	Township Engineer Mager	75.60
Wynn Associates	Township Engineer Rock Hill Quarry	31.50
Wynn Associates	Township Engineer General	2,909.90
Wynn Associates	Township Engineer Twp Maint Complex	1,050.85
Wynn Associates	Township Engineer Stone Edge Rd	1,362.68
Wynn Associates	Township Engineer MS-4	574.88
Wynn Associates	Township Engineer DCED Grant	788.40
<i>General Fund</i>		<b><u>\$ 108,482.19</u></b>

**Open Space Fund - 05**

Grim, Biehn & Thatcher	Township Solicitor Land Preservation	738.00
Keystone Collections Group	EIT Commission	236.10 *
Keystone Collections Group	Taxpayer Refunds	49.43 *
Laurel Abstract	2010 W Rock Road 32.4 ac Land Preservation	229,264.65 *
Wynn Associates	Township Engineer Land Preservation	63.00
Wynn Associates (OS Maint)	Township Engineer Land Preservation	970.63
<i>Open Space Fund</i>		<b><u>\$ 231,321.81</u></b>

**Sewer Fund - 08**

Billows Electric	Treatment Plant Supplies	81.30
Bullseye	Pumping Station Alarm Service	160.97 *
Comcast	Treatment Plant Phone Service	112.31
Delaware Valley Health Insurance (DVHT)	Insurance Premium	3,585.15
Diversified Technology	Annual Maintenance	1,070.00
Grim, Biehn & Thatcher	Township Solicitor Sewer Matters	169.75

East Rockhill Township  
Unpaid Bills List

**November 21, 2023**

Detail of Fund Expenses

<u>Payable To</u>	<u>Memo</u>	<u>Amount</u>
Kevin Franks	Treatment Plant	1,850.00
MJ Reider Associates	Lab Analysis	569.90
PA One Call	Monthly Activity	43.67
PP&L Electric	Pump Station	505.72
PP&L Electric	Treatment Plant	2,615.26
T-Mobile	Cell Phone Service	93.83
T-Mobile	Cell Phone Service	62.80 *
T-Mobile	Cell Phone Service	33.81 *
USA Blue Book	Treatment Plant Supplies	500.50
Wynn Associates	Township Engineer Old Bethlehem Pike Sewer	331.20
<i>Sewer Fund</i>		<u><u>\$ 11,786.17</u></u>

**Park & Recreation / Driving Range Fund -09**

Boyce Recreation	Playground Equipment	1,925.15 *
George Allen Portable Toilets Inc.	Markey Centennial Park	160.00
Little's	Gator Parts	179.94
PP&L Electric	Markey Centennial Park Sign	28.13
PP&L Electric	Markey Centennial Park Buildings	83.19
Trumbauers	Mower Parts	60.94
Verizon	FIOS Service	102.33
Warehouse Battery Outlet	Gator Parts	39.90
<i>Park &amp; Rec / Driving Range Fund</i>		<u><u>\$ 2,579.58</u></u>

**Street Light Fund - 13**

PP&L Electric	Street Lights	1,785.56
<i>Street Light Fund</i>		<u><u>\$ 1,785.56</u></u>

**Building Debt Fund - 22**

Pennridge Regional Police Department	Principle and Interest Debt Payment	5,797.22
<i>Building Debt Fund</i>		<u><u>\$ 5,797.22</u></u>

**State Aid (Liquid Fuel) Fund - 35**

B R Scholl	Service	1,141.99
B R Scholl	Parts	15.95
Factory Motor Parts	Mack Truck Parts	132.24
Factory Motor Parts	Roller Parts	116.45
Factory Motor Parts	Paver Parts	30.41
GT&T	Roller Parts	365.47
H&K Materials	Patch Paving	196.54
Hart Mechanical	Road Mower Repair	180.00

East Rockhill Township  
Unpaid Bills List

**November 21, 2023**

Detail of Fund Expenses

<u>Payable To</u>	<u>Memo</u>	<u>Amount</u>
Medico	Loader Repair	1,006.86
NAPA	Roller Parts	32.47
Nyco	Roller Parts	304.77
Peak Excavating	Rockhill Road Paving	1,760.00
PP&L Electric	Signal 313 & 5th	31.52
PP&L Electric	Flasher 5th Street	25.67
PP&L Electric	Signal Campus & 5th	38.59
PP&L Electric	Signal 313 & 563	31.80
PP&L Electric	Flasher Schwenkmill Road	25.50
PP&L Electric	Signal 313 & Mountain View	46.13
PP&L Electric	Flasher Mountain View	25.66
Seal Master	Supplies	437.25
<i>State Aid Fund</i>		<u><u>\$ 5,945.27</u></u>

**Escrow Fund - 90**

B. Jeannie Kauffman	Court Reporter 809 Three Mile Run Rd	180.00
Grim, Biehn & Thatcher	Township Solicitor Park Hill Estates	646.00
Grim, Biehn & Thatcher	Township Solicitor 809 Three Mile Run Rd	247.00
Grim, Biehn & Thatcher	Township Solicitor Todd	304.00
LocalIQ	Advertising 809 Three Mile Run Road	542.72
Wynn Associates	Township Engineer Park Hill Estates	14,493.07
Wynn Associates	Township Engineer Scholl	119.30
Wynn Associates	Township Engineer Green Ridge West	378.78
Wynn Associates	Township Engineer JMD Group	54.50
Wynn Associates	Township Engineer Bartells	100.80
Wynn Associates	Township Engineer ML Homes	149.03
Wynn Associates	Township Engineer Todd	365.10
Wynn Associates	Township Engineer PRA	50.40
<i>Escrow fund</i>		<u><u>\$ 17,630.70</u></u>

**Total Unpaid Bills \$ 385,328.50**

*\*denotes already paid*

**EAST ROCKHILL TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2023-11

**A RESOLUTION SETTING A UNIFORM  
STREET LIGHT ASSESSMENT FOR 2024**

**WHEREAS**, East Rockhill Township, Bucks County, Pennsylvania is governed by the Second Class Township Code, Act of May 1, 1933 (P.L.103, No.69) Reenacted and Amended November 9, 1995 (P.L. 350, No. 60), as further amended; and

**WHEREAS**, Section 2001 of the Second Class Township Code authorizes the Board of Supervisors to light and illuminate the highways, roads and other public places of the township; and

**WHEREAS**, Section 2002(a) of the Second Class Township Code authorizes the Board of Supervisors to provide street lights, make regulations and establish street light districts; and

**WHEREAS**, Section 2003(a)(3) of the Second Class Township Code authorizes the Board of Supervisors to pay for the cost of providing street lights by uniform annual assessment upon each property; and

**WHEREAS**, the Subdivision and Land Development Ordinance requires that lighting shall be provided along public streets, intersections, and parking and recreation areas satisfactory to the Board of Supervisors;

**WHEREAS**, East Rockhill Township Resolution 2013-10 created the East Rockhill Township Street Light District and established a uniform street light assessment and method of collection.

**NOW THEREFORE BE IT HEREBY RESOLVED** that the East Rockhill Township Board of Supervisors hereby:

1. Establishes and sets the 2024 annual street light assessment at \$45.00 per improved property within the Street Light District;
2. Charges the East Rockhill Township Treasurer with collection of the assessment;
3. Requires that thirty (30) days written notice be given to owners of affected properties within the Street Light District and that the notice state the due date for each party assessed;
4. Requires that the assessment be an annual assessment;
5. Requires that any assessment, when collected, be accounted for separately and paid out only for expenses incurred in providing the street light service; and
6. Requires that any assessment that remains unpaid at the end of 30-days be charged a 10% penalty; and
7. Requires any monies remaining due at the end of the fiscal year the account to be turned over to the Township Solicitor for collection by means of an action in assumpsit or a

municipal lien filed against the property of the delinquent owner in the amount of the unpaid assessment, plus interest from the date the assessment was due, and legal costs, as determined by the Board of Supervisors.

**ADOPTED** this 28<sup>th</sup> day of November, 2023.



\_\_\_\_\_  
David R. Nyman, Chairperson

ATTEST:

\_\_\_\_\_  
Gary W. Volovnik, Vice-Chairperson

\_\_\_\_\_  
Marianne Hart Morano, Manager

\_\_\_\_\_  
James C. Nietupski, Member



**EAST ROCKHILL TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2023-12

**SCHEDULE OF FEES AND CHARGES**

**A RESOLUTION OF THE TOWNSHIP OF EAST ROCKHILL, BUCKS COUNTY, PENNSYLVANIA  
ADOPTING THE EAST ROCKHILL TOWNSHIP FEE SCHEDULE EFFECTIVE**

**January 1, 2024**

**AND REPEALING ALL PRIOR FEE SCHEDULES**

**WHEREAS**, the Board of Supervisors of East Rockhill Township is authorized to impose fees for certain activities in East Rockhill Township in order to cover the Township's reasonable cost of processing applications and performing reviews and inspections; and

**WHEREAS**, the Board of Supervisors of the Township of East Rockhill has adopted a codification, consolidation and revision of the ordinances of the Township of East Rockhill; and,

**WHEREAS**, it is the desire of the Board of Supervisors of the Township of East Rockhill to eliminate all filing fees, permit fees and license fees from the Code of Ordinances and enact them instead by resolution; and,

**NOW, THEREFORE BE IT RESOLVED** by the Board of Supervisors of the Township of East Rockhill that all previous fee schedules are hereby repealed and that the *East Rockhill Township Fee Schedule January 1, 2024* a copy of which is attached hereto and incorporated herein by reference is hereby adopted as the East Rockhill Township Fee Schedule.

**RESOLVED** this 28<sup>th</sup> day of November, 2023.

EAST ROCKHILL TOWNSHIP  
BOARD OF SUPERVISORS  
**DRAFT**

\_\_\_\_\_  
David R. Nyman, Chairperson

\_\_\_\_\_  
Gary W. Volovnik, Vice-Chairperson

\_\_\_\_\_  
James C. Nietupski, Member

ATTEST:

\_\_\_\_\_  
Marianne Hart Morano, Manager

<b>ZONING NON-REFUNDABLE FEE DUE WITH SUBMISSION</b>			
<b>RESIDENTIAL AND AGRICULTURAL</b>			
	New Construction Primary Structure	\$ 125	Each unit
	Addition, Alteration, Accessory Structure, Deck, Patio, Fence, Pool	\$ 75	
	Demolition	\$ 100	
	Use Registration (Home Occupation, Non-Conformity)	\$ 200	
	Homestead Chicken or Residential Livestock	\$ 30	
<b>NON-RESIDENTIAL</b>			
	New Construction Primary Structure	\$ 250	Each unit
	Addition, Alteration, Accessory Structures, Deck, Patio, Fence, Pool	\$ 150	
	Demolition	\$ 200	
	Forestry	\$ 750	
	Tenant Change	\$ 200	
	Use Registration (Use, Blasting, Non-Conformity)	\$ 500	
	Annual Use Permit Requirement	\$ 350	
	Community Event, Non-Profit	\$ 25	
<b>SIGN</b>			
	Up to 6 square feet	\$ 100	
	6 square feet and greater	\$ 100	Plus \$1.00/SF
	Temporary	\$ 50	Each Plus \$300 escrow
<b>GENERAL</b>			
	Preliminary Opinion of Zoning Officer	\$ 1,500	Plus escrow
	Informal Zoning Officer Determination Request	\$ 125	
	Pre-Application Meeting with Zoning Officer Minimum Fee	\$ 30	per ½ hour
<b>WELL</b>			
	Class I (single residential)	\$ 100	
	Class II (multi-residential, non-residential less than 1000 gpd)	\$ 500	
	Class III (non-residential greater than 1000 gpd on site)	\$ 2,000	
	Class IV (community system supply)	\$ 5,000	
	All Other Wells (geothermal, test/observation, monitoring)	\$ 300	
	Additional Wells on Site	\$ 50	Each
<b>BUILDING</b>			
<b>NEW CONSTRUCTION</b>			
	Residential	\$ 520	Each unit Plus \$0.35/SF
	Single family detached and single-family attached dwelling, apartment and condominium. Sq. ft. to include all garage, corridor, stair, closet, covered patio, porch, attic, basement, etc.		
	Non-Residential	\$ 620	Each unit, Plus \$0.35/SF
	All new construction intended for primary non-residential use. Including but not limited to commercial, institutional, retail, public accessed agricultural use.		



<b><u>ADDITION, ALTERATION, RENOVATION</u></b>			
Including but not limited to attached garage, porch, entryway, covered porch			
	Residential	\$ 260	Plus \$0.40/SF
	Non-Residential	\$ 300	Plus \$0.40/SF
<b><u>DECK OR PATIO UNCOVERED</u></b>			
	Residential & Non-Residential	\$ 125	Plus \$0.15/SF
<b><u>ACCESSORY STRUCTURE</u></b>			
Including but not limited to shed, pole barn, detached garage			
	Residential		
	200 SF or less	Zoning Permit	
	201 SF or greater	\$ 130	Plus \$0.15/SF
	Non-Residential		
	200 SF or less	\$ 150	
	201 SF or greater	\$ 140	Plus \$0.20/SF
<b><u>ROOFING</u></b>			
	Residential	\$ 100	
	Non-Residential	\$ 300	
<b><u>SWIMMING POOL</u></b>			
	Above-Ground (over 24" high) & Spas	\$ 150	
	In-Ground	\$ 500	
<b><u>ELECTRIC WITH THIRD-PARTY AGENCY FEES &amp; PROCEDURE</u></b>			
	Residential Administrative Fee	\$ 40	
	Non-Residential Administrative Fee	\$ 60	
<b><u>PLUMBING</u></b>			
	Residential	\$ 75	Plus \$10/fixture
	Non-Residential	\$ 100	Plus \$10/fixture
	Sewer Lateral Inspection & Connection	\$ 150	Each
<b><u>MECHANICAL</u></b>			
Including but not limited to heating, cooling, gas/oil burner, wood stove, fireplace insert. Must be reviewed for energy conservation regulations, plus if applicable plan review fee as determined by third party agency.			
	Residential New or Alteration	\$ 100	
	Non-Residential New or Alteration	\$ 110	
<b><u>SPRINKLER SYSTEM</u></b>			
	Residential New or Replacement	\$ 100	Plus \$10/sprinkler head
	Non-Residential New or Replacement	\$ 150	Plus \$10/sprinkler head
<b><u>USE &amp; OCCUPANCY</u></b>			
<b><u>RESIDENTIAL</u></b>			
	New Construction	\$ 90	Per unit
	Addition or Alteration	\$ 75	
	Temporary	\$ 90	Per unit
	Re-Occupancy (re-sale)	\$ 85	

<b>NON-RESIDENTIAL</b>			
New Construction	\$	115	Per unit
Addition or Alteration	\$	100	
Temporary	\$	115	Per unit
Re-Occupancy (tenant change/rental)	\$	110	Per unit
<b>GENERAL RESIDENTIAL, NON-RESIDENTIAL, AGRICULTURAL</b>			
Construction Trailer	\$	500	Each Plus \$1000 escrow
Fireworks Public Display	\$	500	
Flood Plain Permit	\$	200	Plus \$1500 escrow
Issued Building Permit Voided	Township retains 1/3 of fee		
Miscellaneous Permit Minimum	\$	65	
PA Act 45 UCC and UCC Administrative	\$	6	
Annual Plumbing License	\$	50	
Re-Inspection as a result of incompleteness or improper work	\$	100	
Revised or Re-Review Plan Submission	\$	75	Each submission
Working without a Permit increases fee by		double	
<b>PUBLIC HEARINGS</b>			
<u>BOARD OF SUPERVISORS</u>			
<b>Conditional Use</b>			
Residential	\$	850	Plus \$1,500 escrow
Non-Residential	\$	2,000	Plus \$1,500 escrow
Continuance due prior to each additional hearing			50% of original fee
<b>Zoning Amendment Request</b>			
Residential & Non-Residential Zoning Amendment	\$	750	Plus \$1,500 escrow
Curative Amendment	\$	7,500	Plus \$1,500 escrow
Continuance due prior to each additional hearing			50% of original fee
<u>ZONING HEARING BOARD</u>			
Residential	\$	900	
Substantive Challenge Residential or Non-Residential	\$	7,500	
Non-Residential	\$	2,000	
Continuance due prior to each additional hearing			50% of original fee
<u>UCC BOARD OF APPEALS</u>			
Residential	\$	500	Plus \$1,500 escrow
Non-Residential	\$	800	Plus \$1,500 escrow
<b>SUBDIVISION &amp; LAND DEVELOPMENT</b>			
<u>SKETCH PLAN REVIEW NOT REQUIRED</u>			
Filing	\$	500	
Escrow	\$	3,000	
<u>LOT LINE CHANGE</u>			
Preliminary	\$	400	
Final	\$	200	
Escrow	\$	3,000	

<u>RESIDENTIAL MINOR SUBDIVISION (2 LOTS)</u>			
	Preliminary	\$ 800	
	Final	\$ 400	
	Escrow	\$ 3,000	
<u>RESIDENTIAL MAJOR SUBDIVISION AND RESIDENTIAL LAND DEVELOPMENT</u>			
	Preliminary	\$ 1,100	Plus \$100/lot or unit
	Final	\$ 550	Plus \$50/lot or unit
	Escrow	\$ 7,500	
<u>NON-RESIDENTIAL LAND DEVELOPMENT</u>			
	Preliminary	\$ 1,500	
	Final	\$ 550	
	Escrow	\$ 7,500	
<u>PLAN OF SUBSTITUTION</u>			
	Following a formal withdrawal of either a Preliminary or a Final Plan of Subdivision or Land Development 15% of the original fee shall be submitted with the plan of substitution submittal.		
<u>RECREATION FEE IN-LIEU-OF</u>			
	When approved by the Board of Supervisors, a fee-in-lieu of the dedication of recreation land and/or recreation facilities may be accepted. The fee is set at \$56,000 per required acre of recreation land or \$1,900 per dwelling unit, whichever is greater.		
<u>EMERGENCY SERVICES FEE IN-LIEU-OF</u>			
	When approved by the Board of Supervisors, a fee-in-lieu of for waivers from Subdivision and Land Development Ordinance may be accepted. The fee is set at \$300.00 times the number of new residential dwelling units created or \$300.00 per 2,000 square feet commercial and industrial land development per 2,000 square feet of proposed buildings and/or improvements		
<u>REQUEST FOR WAIVER OF LAND DEVELOPMENT</u>			
	If approved, subject to stormwater management, grading, parking, hop, Contract for Professional Service or other permits/escrow as determined		
	Filing Fee	\$ 825	Plus \$1,000 escrow
<b>ESCROW</b>			
	In addition to application filing fees, when applicant required to furnish an escrow fund a Contract for Professional Services Agreement must be executed to pay the Professional Fees and other costs incurred in reviewing the plans and processing the application. Applicant further agrees that the Township charges ten percent (10%) of the amount of any engineering, legal or other service bills rendered to the Township in connection with the project as a cost of administering said funds and processing the application. The amount of the escrow fund must be an amount equal to 50 percent (50%) of the original amount in order for work on the project to proceed. In the event that the applicant disputes the amount of any such expenses in connection with the review of the application, report and/or inspection of the improvements, the applicant shall notify the municipality within 14 days of the applicant's receipt of the billed expense in accordance with Municipalities Planning Code, as amended. Dispute procedures shall be in accordance with the Municipalities Planning Code, as amended.		
	Upon completion of the review, whether the application is approved or rejected, any monies not expended in the review shall be refunded to the applicant upon submittal of Escrow Return Request form minus \$50.00 closing charge. Fees in excess of the escrow fund will be charged to the applicant.		
	Minimum when required and not specified	\$ 1,000	

<b>STORMWATER MANAGEMENT</b>			
Drainage / Stormwater Management Review	\$ 100	Plus \$800 escrow	
Stormwater Maintenance	\$ 500		
<u>STORMWATER CAPITAL MANAGEMENT FUND</u>			
Per Residential Lot	\$ 750		
Land Dev Non-Residential 2,000SF or less impervious surface	\$ 850		
Land Dev Non-Residential 2,000SF or greater impervious surface	\$ 850	Plus \$0.50/SF	
<b>HIGHWAY OCCUPANCY DUE WITH SUBMISSION, NON-REFUNDABLE</b>			
<u>ROAD OCCUPANCY</u>			
All Vehicular Entrances onto Proposed or Existing Township Roads	\$ 125		
Temporary Vehicular Construction Entrance	\$ 125	Plus \$2,500 escrow	
Driveway Pipe Replacement per executed contract	\$ 400	Plus cost of materials	
<u>STREET CUT, STREET OPENING, STREET CONSTRUCTION STREET EXCAVATION</u>			
Escrow as deemed necessary to guarantee satisfactory restoration of road and or right-of-way			
Work in Right-of-Way	\$ 1,000	Plus escrow	
Street Cut or Opening	\$ 175	Plus escrow	
<b>PARK &amp; RECREATION</b>			
General Park Use & Pavilion Use 1-25 people	\$ 45	Per use	
General Park Use & Pavilion Use 26-75 people	\$ 85	Per use	
Security Deposit	\$ 200	Per use & field	
Seasonal Field Maintenance	\$ 150	Per use & field	
Annual Seasonal Use Permit	\$ 500	Per field	
Use without permit & failure to obtain permit after 1 <sup>st</sup> notice	\$ 200	Per incident & field	
<b>SEWER</b>			
<u>SEWER PLANNING/OPERATION &amp; MAINTENANCE AGREEMENT</u>			
Filing Fee	\$ 500	Plus \$1,500 escrow	
<u>SEWER USAGE</u>			
Residential	\$ 580	Per EDU annually	
Non-Residential	\$ 650	Per EDU annually	
<u>SEWER RESERVATION</u>			
Residential	\$ 350	Per EDU annually	
Non-Residential	\$ 500	Per EDU annually	
<u>SEWER</u>			
Sewer Tapping and Connection	\$ 6,471	Per EDU	
EDU Administrative Fee	\$ 75	Per EDU	
Sewer Lateral Construction or Repair	\$ 2,125		
Sewer Conveyance Perkasio Regional Authority System	\$ 1,300	Per EDU	
Sewer Certification	\$ 35	Each	
Duplicate Bill or Statement	\$ 5	Each	
Sewer Connection Service Request	\$ 75	Plus escrow	

<b><u>HOLDING TANK</u></b>			
Filing Fee	\$	300	Plus \$1,500 escrow
<b><u>WASTEWATER TREATMENT RIGHT TO APPEAL (CHAPTER 18)</u></b>			
Filing Fee	\$	300	
<b><u>STREET LIGHT DISTRICT</u></b>			
Assessment per Household in District	\$	45	Annually
<b><u>ELECTED TAX COLLECTOR SERVICE</u></b>			
Bill Reproduction	\$	5	
Certification	\$	35	
Returned Check	\$	40	
<b><u>ADMINISTRATIVE, PUBLICATION, MAP &amp; OTHER</u></b>			
<b><u>ADMINISTRATIVE</u></b>			
Certified Letter	\$	15	Each
Contract for Professional Services	\$	100	With escrow
Credit Card Convenience Charge			Per third-party
Past-Due penalty on unpaid balances after 30-days		10%	
Returned Check	\$	40	
<b><u>LEGAL SERVICES</u></b>			
Filing of Lien	\$	200	
Title Search	\$	250	
Services not Covered Above			Current Rate per Hour
<b><u>CERTIFIED COPY OR WRITTEN VERIFICATION</u></b>			
Certified photo copies	\$	25	Plus \$0.25 per side
Residential verification of permit/approval extensions	\$	100	
Non-residential verification of permit/approval extensions	\$	500	
<b><u>RECORD DUPLICATION PER SIDE &amp; COPY</u></b>			
Letter or Legal size black & white	\$	0.25	
Letter or Legal size color	\$	0.50	
Ledger size (11"x17") black & white	\$	0.50	
Ledger size (11"x17") color	\$	0.75	
Plan Sheet Medium (37" x 25" maximum or common plan size)	\$	15	
Plan Sheet Large (45" x 35" maximum)	\$	25	
<b><u>PUBLICATIONS</u></b>			
Act 537 Plan	\$	100	
Code of Ordinance Supplement	\$	50	
Code of Ordinances	\$	300	
Comprehensive Plan	\$	100	
Open Space Plan	\$	50	
Stormwater Management Plan	\$	80	
Subdivision Ordinance (Chapter 22)	\$	100	
Zoning Ordinance (Chapter 27)	\$	100	

**EAST ROCKHILL TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2023-13

**A RESOLUTION ADOPTING AND ENACTING THE  
ANNUAL BUDGET FOR THE TOWNSHIP OF EAST ROCKHILL  
FOR THE YEAR 2024**

**TOTAL REVENUES: \$5,145,591.00**

**TOTAL EXPENDITURES: \$5,145,591.00**

**WHEREAS**, Section 3202(a) of the Second Class Township Code provides that the Board of Supervisors shall annually prepare a proposed budget for all funds for the ensuring year, and

**WHEREAS**, the Board of Supervisors of East Rockhill Township prepared a proposed budget for the year 2024 and gave public notice as required under Section 3202(b); and

**WHEREAS**, the proposed budget has been available to the public for inspection for twenty (20) days;

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AND ENACTED**, this 28<sup>th</sup> day of November, 2023, that the East Rockhill Township Board of Supervisors hereby adopts the final budget as heretofore proposed with total revenues for all funds totaling Five Million One Hundred Forty Five Thousand Five Hundred and Ninety One Dollars (\$5,145,591.00) and expenditures for all funds totaling Five Million One Hundred Forty Five Thousand Five Hundred and Ninety One Dollars (\$5,145,591.00).



\_\_\_\_\_  
David R. Nyman, Chairperson

\_\_\_\_\_  
Gary W. Volovnik, Vice-Chairperson

\_\_\_\_\_  
James C. Nietupski, Member

Attest:

\_\_\_\_\_  
Marianne Hart Morano, Manager



# East Rockhill Township 2024 Annual Budget



Presented and Prepared by:  
Marianne Hart Morano, Township Manager / Treasurer

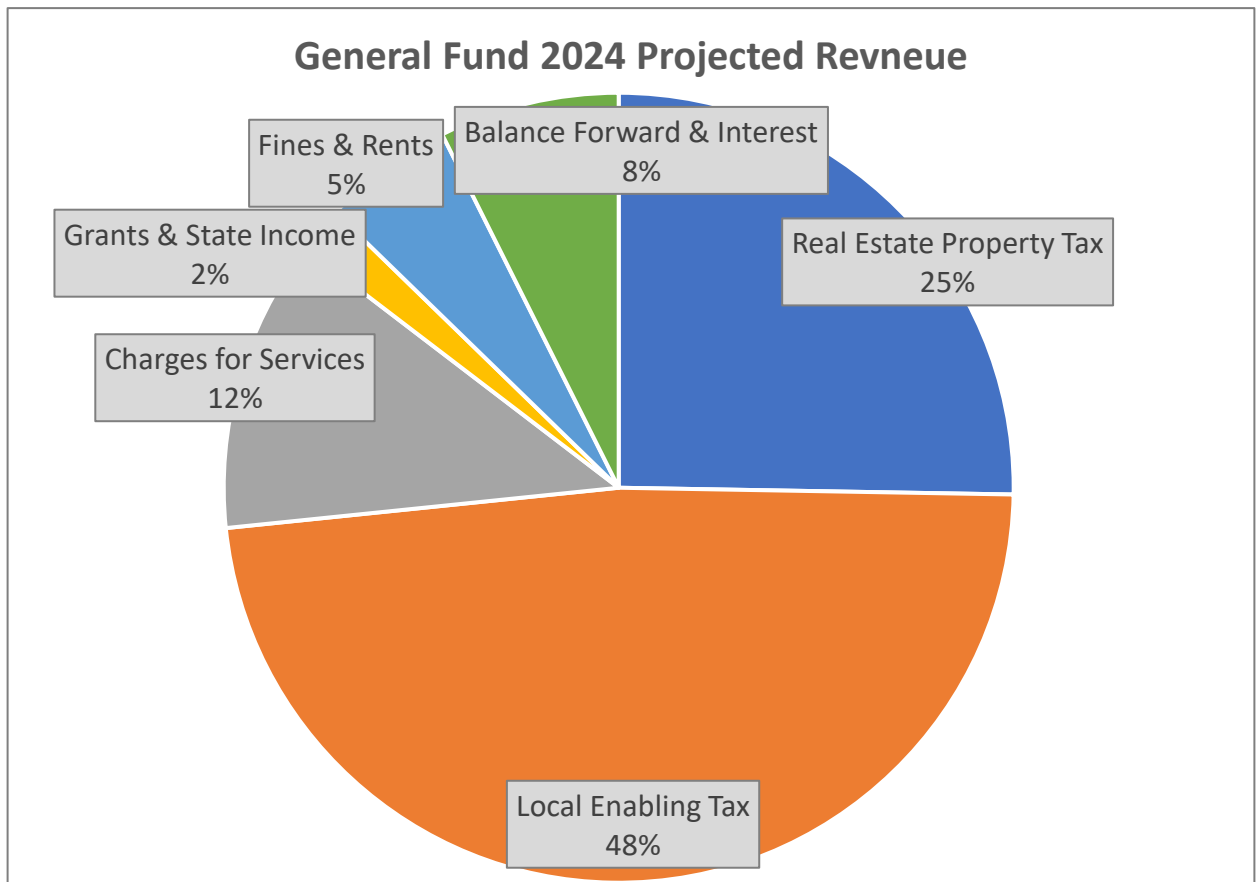
## General Fund

The General Fund is the main operating fund for the Township for general municipal purposes for government operations including but not limited to consulting expenses related to engineering and legal, police, code enforcement, administration, public works, buildings, and grounds.

The largest revenue sources for East Rockhill Township are real estate taxes and local enabling taxes. Local enabling taxes are also known as Earned Income Tax and Local Service Tax. In 2023 the general fund real estate millage rate was 8.725 mills of assessed property value; earned income tax was 0.5% of residents earned income and local service tax was \$47 per worker earning more than \$12,000 annually.

For the 6<sup>th</sup> year, no increase is recommended to general fund real estate millage rate tax in 2024.

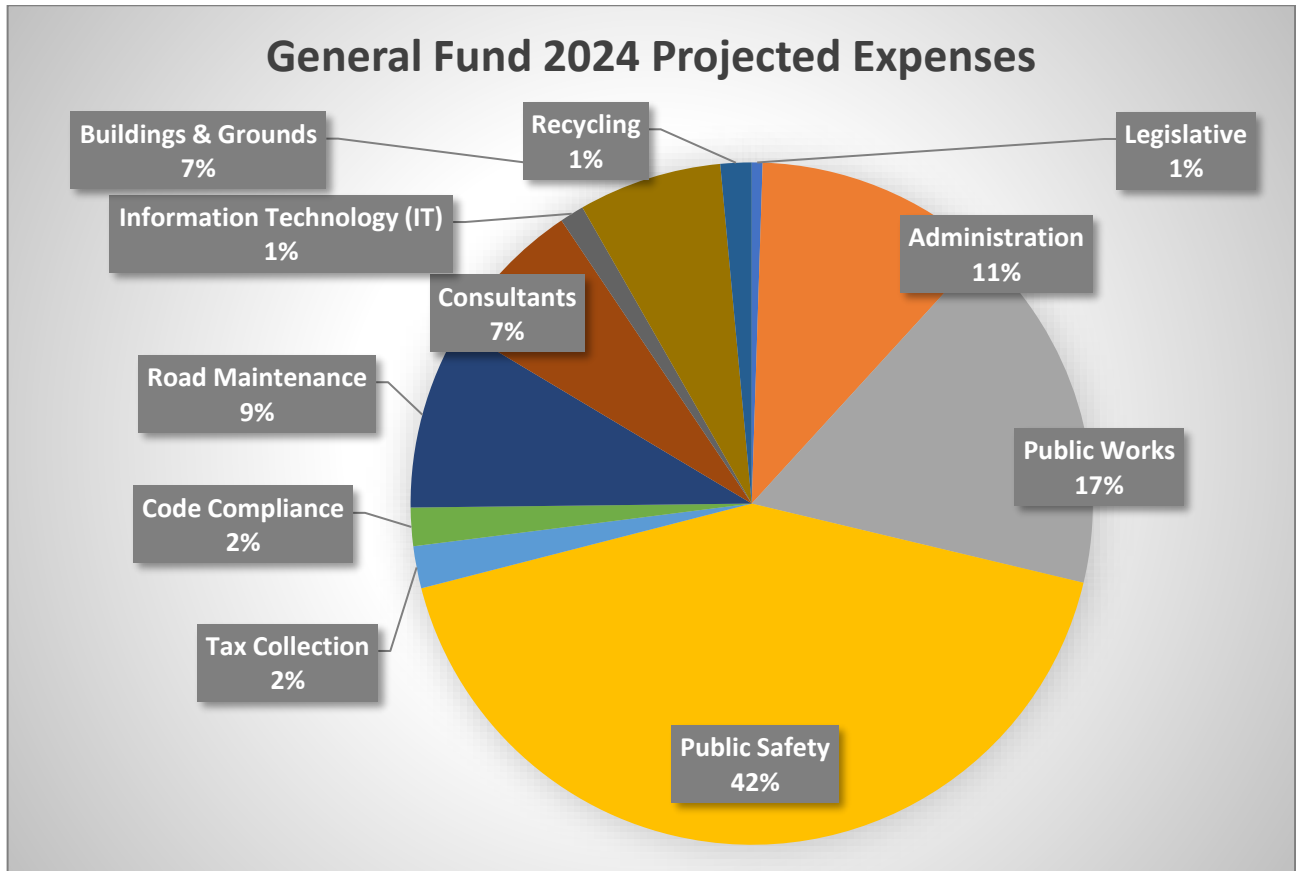
The following chart shows the various sources of General Fund revenue used for the operation of Township government:





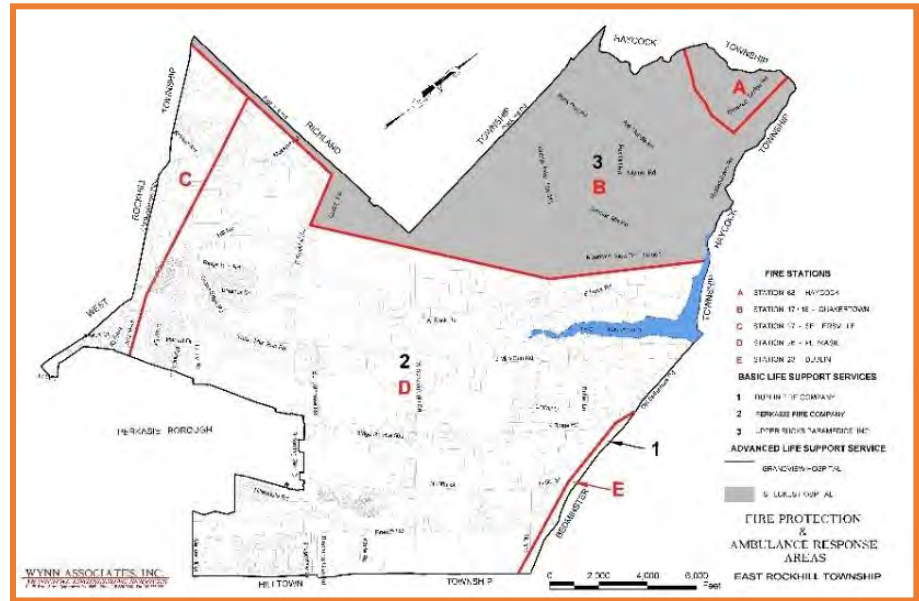
In 2024, general fund anticipated expenses include ultra-thin bonded wearing course on Branch Road from Callowhill Road to Schwenkmill Road; ultra-thin bonded wearing course on Blooming Glen Road; architect consultant services for public works maintenance building replacement; 24/7 Pennridge Regional Police coverage; and consultant expenses including an environmental attorney related to Rock Hill Quarry.

The following chart shows the various General Fund expenses for the operation of Township government:



## Fire Fund

The Fire Protection Tax Fund was established in 2006 to support the Township local volunteer fire companies. In 2023 the fire fund real estate millage rate is 1.0 mills. No increase is recommended in 2024.



Real estate tax and state aid are distributed in October to the five (5) fire companies that service East Rockhill Township which are Perkasio Fire Department (D); Quakertown Fire Department (B); Sellersville Fire Department (C); Haycock Fire Department (A) and Dublin Fire Department (E).

## Open Space Fund

The voters of East Rockhill Township approved an earned income tax on net profits received or earned by residents which was imposed for the purpose of land preservation according to Act 153 of 1996, the Open Space Lands Act. Current rate is 0.25% of residents earned income.

House bill 1523 allows a portion of these monies to be expended on improvements to



properties purchased with open space funds. In 2024 anticipated expenses are, preservation as approved by the Board of Supervisors, streambank repair along Iron Bridge Park walking trail; replace the playset at Willard H. Markey Centennial Park which was ordered in 2023 but is not anticipated to be delivered until 2024.

## Sewer Fund

The Township charges a usage fee for the Township owned sewer infrastructure which includes a Treatment Plant built in 2000 and a Pump Station replaced in 2022.

In 2023 the annual rates are \$580 for residential and \$650 for non-residential. The last increase was in 2021. No increase is recommended in 2024.

Funds collected offset expenses related to sewer operations and supplies as well as professional management and oversight by public works and consultants. In 2023 a consultant was engaged to provide a 5-year capital plan for the treatment plant. The amount of \$50,000 has been allocated to repairs and capital maintenance at the treatment plant. The 5-year capital plan recommends repairing and repainting the interior of the aeration tanks.



*2023 Top of Treatment Tank Repair*

## Park & Recreation / Golf Driving Range Fund

The fees from golf driving range token sales and park rentals offset expenses related to maintaining the public golf driving range and park routine maintenance.

Seasonal staff and public works mow 110 acres; maintain 3 playgrounds; maintain the trail systems, oversee 3 rental properties and a park house.

In 2024 the golf driving range tee area will be widened with benches and shade trees added.



## Street Light Fund

In 2006 a street light district was established. In 2024, properties within the designated street light district will be assessed at the annual amount of \$45. This is a \$4 increase.

The last change in assessment was in 2021, when the assessment of \$47 was reduced to \$41. The Township invoices property owners in March. Monies collected help to offset electricity and maintenance of streetlights owned and operated by PP&L.

### Capital Improvement Fund

The Capital Improvement Fund was established in 2012. Real estate 1.25 mills are collected for long-term permanent capital improvements. In 2023, basic design review occurred to replace the public works maintenance building. Monies were expended for site work. In 2024, monies continue to be allocated towards the Public Works building replacement for capital items not included in the bid package. A real estate tax millage rate increase is not recommended.

### Building Debt Fund

The Building Debt Tax Fund was established in 2010 to support East Rockhill's portion of the new Penridge Regional Police Headquarters. In 2021 the municipal office addition and renovation debt payments were added, and that debt was closed in October 2022. The 2024 tax millage rate will remain 1.26 mills with expenses related to Police Headquarter debt and when authorized the Public Works complex debt.



## Capital Reserve Fund

The Capital Reserve Fund receives monies from a variety of sources including grants, development contributions and transfers from General Fund. Expenditures are according to how monies were collected, and expenses are authorized by the Board of Supervisors during the annual budget review.

In 2024 expenses will include a stormwater road improvement at Three Mile Run Road at Nockamixon Park thanks to a grant award from Bucks County Conservation District; a bike trail overlay in the Pines of Pennridge from Park contributions, road widening and shoulder work on Hill Road between Liberty Trail and Three Mile Run Road from road improvement contributions and two (2) basins improved as part of the Township's mandated MS4 (stormwater) permit from stormwater exemption fees.

## State Liquid Fuels Fund

This fund accounts for the Township's share of Liquid Fuels tax dollars provided by the Commonwealth of Pennsylvania for maintenance of roadways. These funds are restricted by the State and can only be used for projects that are approved by the State. In 2024, several Township owned roads will be patch paved and an oil and chip application on Clymer Road from Mountain View to Sternermill and an oil and chip application on West Rock Road are anticipated.



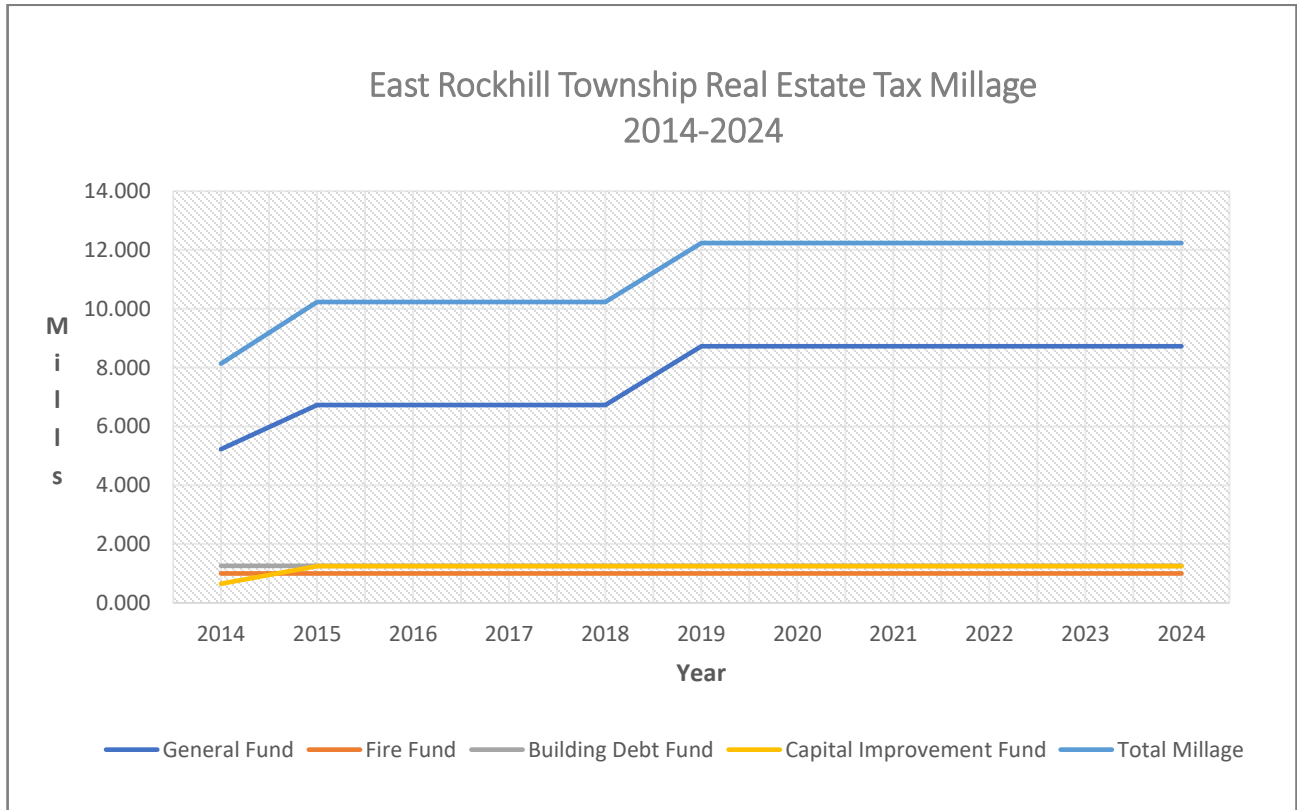
## American Rescue Funds

The Coronavirus State and Local Fiscal Recovery Funds, commonly known as the American Rescue Funds were distributed by the U.S. Treasury and allocated to various types of Government. Monies are to be spent according to Federal Government guidelines. In 2022 the Board of Supervisors adopted Resolution 2022-17 allocating the monies to salaries benefits & provisions of other government and in 2023 disbursements were made to the fire companies that serve East Rockhill; Emergency Medical Services; Penridge Community Center; Penridge FISH; public meeting room sound system and

Pennridge Regional Police Department for 8 body cameras and 5 marked police cars PC special mounts with scanners.

### Synopsis

In 2024 the Township will maintain the current level of municipal service of administration, public works, police, sewer, parks, and recreation. No real estate tax, local enabling tax or sewer utility fee increases are recommended.

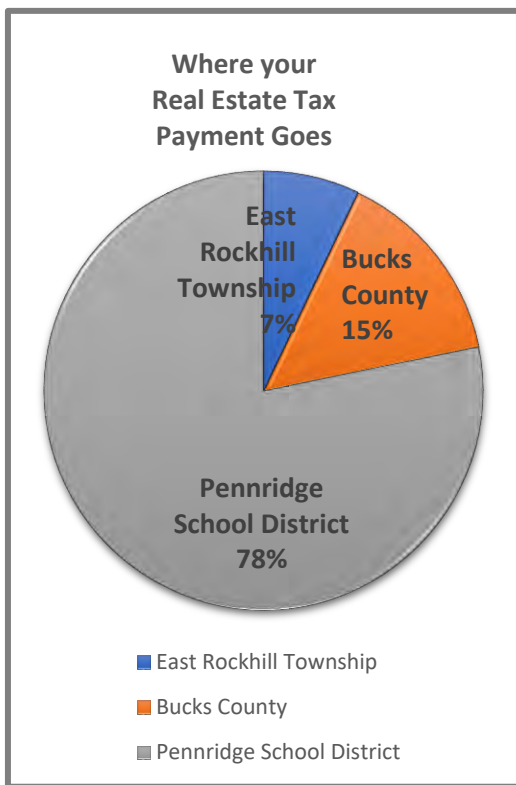


A property owner with an assessment value of 44,000 will pay \$538.34 a year in real estate property taxes, or \$1.47 per day. Of the total 12.235 mills, 8.725 mills are designated for General Fund purposes which equals approximately \$383.90; 1.0 mil is designated for Fire Services which equals approximately \$44; 1.25 mills are designated for Permanent Capital Improvement which equals approximately \$55 and 1.26 mills is designated for Building Debt Service which equals approximately \$55.44 on an annual basis.

A homeowner earning \$65,000 annually will pay \$325 in earned income tax for general purposes and \$162.50 for open space preservation. On an annual basis \$47 is received by the Township for anyone employed in East Rockhill who earns over \$12,000 annually.

The Township administration continues to review all routine expenses to seek the best value possible.

If you have any questions on the Township budgeting process, please contact the Township Manager, Marianne Hart Morano, at 215-257-9156, ext. 114 or by email at [MMorano@EastRockhillTownship.org](mailto:MMorano@EastRockhillTownship.org).



Township Staff comprised of 7 full-time employees help and support:

- 5,819 residents in 12.9 square miles
- 37.14 miles of Township roads and right-of-way
- Mow 115 acres
- Oversee 1,251 acres Township preserved land
- Maintain 3 parks, 3 playgrounds, 4 dwellings and a trail system
- Collect spring yard waste and fall leaves
- Operate a public golf driving range
- Maintain in-house the fleet and equipment
- Maintain a sewer system that includes a treatment plant and pump station
- Respond to 1,100 sewer customers
- Review, respond and issue up to 370 permit applications annually

**EAST ROCKHILL TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2023-14

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
EAST ROCKHILL TOWNSHIP, BUCKS COUNTY,  
IN THE COMMONWEALTH OF PENNSYLVANIA,  
FIXING THE REAL ESTATE TAX LEVY RATES FOR THE YEAR 2024**

**BE IT RESOLVED AND ENACTED**, by the Board of Supervisors of East Rockhill Township, Bucks County, Commonwealth of Pennsylvania:

**Section 1:**

That a tax be and is hereby levied on all real property within the Township subject to taxation for the fiscal year 2024, as follows:

For General Purposes, the sum of .....	8.725 mill
On each dollar of assessed valuation, or the sum of.....	0.8725 cent
On each one hundred dollars of assessed valuation.	
For Fire Protection purposes, the sum of.....	1.0 mill
On each dollar of assessed valuation, or the sum of.....	0.1 cent
On each one hundred dollars of assessed valuation.	
For Building Debt Service purposes, the sum of .....	1.26 mill
On each dollar of assessed valuation, or the sum of.....	0.126 cent
On each one hundred dollars of assessed valuation.	
For Permanent Capital Improvement Fund purposes, the sum of.....	1.25 mill
On each dollar of assessed valuation, or the sum of.....	0.125 cent
On each one hundred dollars of assessed valuation	

TOTAL RATE OF 12.235 MILLS ON EACH DOLLAR OF ASSESSED VALUATION OR THE SUM OF ONE POINT TWO, TWO, THREE, FIVE (1.2235) CENTS ON EACH ONE HUNDRED DOLLARS OF ASSESSED REAL ESTATE VALUE.

**Section 2:**

That any Resolution, part of Resolution, conflicting with this Resolution and the same is hereby repealed insofar as the same affects this Resolution.

**ADOPTED THIS** 28<sup>th</sup> day of November A.D. 2023.

**EAST ROCKHILL TOWNSHIP  
BOARD OF SUPERVISORS**

**DRAFT**

David R. Nyman, Chairperson

ATTEST:

Marianne Hart Morano, Manager

Gary W. Volovnik, Vice-Chairperson

James C. Nietupski, Member



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

BE IT RESOLVED, by authority of the \_\_\_\_\_  
of the \_\_\_\_\_,  
County, and it is hereby resolved by authority of the same, that the \_\_\_\_\_  
of \_\_\_\_\_ be authorized and directed to submit  
the attached Traffic Signal Maintenance Agreement, to submit future modifications to the attached  
Traffic Signal Maintenance Agreement, and to submit future Applications for Traffic Signal  
Approval either in writing or via electronic signature, to the Department of Transportation and to  
sign this Agreement on behalf of \_\_\_\_\_.

**Attest:**

_____	_____
Signature	Date
_____	By: _____
_____	Signature
_____	Date
_____	_____
Title	Title



I, \_\_\_\_\_, \_\_\_\_\_  
(Name) (Official title)  
of the \_\_\_\_\_, do hereby certify that the  
(Name of governing body and Municipality)

foregoing is a true and correct copy of the Resolution legally adopted at the meeting held

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

_____	_____
Date	Signature

(SEAL)

AGREEMENT NO.: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**COMMONWEALTH AND MUNICIPAL  
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

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

and

East Rockhill Township, a political subdivision in the County of  
Bucks, Pennsylvania, by acting through its proper official (“Municipality”).

**BACKGROUND**

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

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

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

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

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

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

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

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

**a. Ownership.**

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

**b. Preventative and Response Maintenance.**

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

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

**c. Maintenance Records.**

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

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

5. **Notices.** Notices sent by PennDOT to the Municipality relating to Traffic Signals will be sent by regular mail, facsimile, e-mail, or delivery in person to the address of the nonemergency contact provided on the form in Exhibit C.
  
6. **Application for Traffic Signal Permits.** A signed Traffic Signal Application Form TE-160, see attached Exhibit E, attached to and made part of this Agreement, shall be submitted by the Municipality in accordance with the form and instructions provided by PennDOT, and a Traffic Signal Permit must be issued by PennDOT, before any work can begin on any new Traffic Signal or modification to an existing Traffic Signal. If PennDOT approves a new Traffic Signal after a traffic engineering study and engineering judgment indicates the need, the Traffic Signal shall be installed, owned, operated, and maintained in accordance with this Agreement. PennDOT may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the Traffic Signal, or require removal of the Traffic Signal, if traffic conditions or other considerations necessitate alteration or removal. The Municipality is responsible for the obtaining approval for installation of Traffic Signal appurtenances outside highway right-of-way. Traffic Signals installed using Liquid Fuels Tax funds must conform to PennDOT specifications as set forth in the current Publication 408, supplements and Standard Drawings.
  
7. **Highway Occupancy Permits.** Section 441.3 of Title 67 of the Pennsylvania Code (67 Pa. Code, Chapter 441) stipulates that a highway occupancy permit is required from the Department prior to the construction or alteration of any driveway, local road, drainage facility, or structure within state highway right-of-way; or connection to or alteration of a PennDOT drainage facility. The Municipality shall submit for a Highway Occupancy Permit whenever embankment removal, curbing and/or sidewalk, drainage structures, changes in highway geometry, pavement widening, or installation of additional lanes are performed within the right-of-way of any state highway. Additional requirements and guidance are defined within Publication 441 (*see* Chapter 441, i.e., “Access to and Occupancy of Highways by Driveways and Local Roads”).

8. **Remote Communications and Operations.**

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



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

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

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

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

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

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

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

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

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

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

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

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

**Attest:**

**Municipality**

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

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

\_\_\_\_\_  
Printed Name

MARIANDE HART MORANO  
Printed Name

\_\_\_\_\_  
Title

TOWNSHIP MANAGER  
Title

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

---

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Secretary or Designee Date

**APPROVED AS TO FORM AND LEGALITY:**

BY \_\_\_\_\_  
Office of Chief Counsel Date

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

## **PREVENTATIVE AND RESPONSE MAINTENANCE REQUIREMENTS**

### **PREVENTATIVE MAINTENANCE**

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

### **RESPONSE MAINTENANCE**

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

#### **FINAL REPAIR:**

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

#### **EMERGENCY (TEMPORARY) REPAIR:**

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

## SIGNAL MAINTENANCE ORGANIZATION

### PERSONNEL CLASSIFICATIONS

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

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

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

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

### TRAINING

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

### BUDGET REQUIREMENTS

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

**MUNICIPAL CONTACT INFORMATION**

Non – Emergency Municipal Contact Information

Name of Municipality: East Rockhill Township  
Municipal Address: 1622 N. Ridge Road, Perkasie, PA 18944  
Municipal Phone Number: (215) 257-9156 Alternate Phone Number: (267) 936-0581  
Municipal Contact Person: Marianne Morano Title: Township Manager  
E-mail Address: MMorano@eastrockhilltownship.org  
Municipal Hours of Operation: M-F 8AM-4PM  
Preferred Method of Contact:  Phone  E-Mail

Emergency Municipal Contact Information

Emergency Contact Person: Jeff Scholl Title: PW Director  
Municipal Phone Number: (215) 257-9156 Alternate Phone Number: (215) 651-9010  
E-mail Address: works@eastrockhilltownship.org  
Preferred Method of Contact:  Phone  E-Mail

Maintenance and Operation Information

Preventative Maintenance performed by:

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor

Response Maintenance performed by:

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor

Maintenance and Operations Contractor Contact Name: Tyson

Company/Organization: Miller Brothers

Phone #: (610) 832-1000 Alt Phone #: (484) 571-7147

E-mail: info@millerbros.us



## RECORDKEEPING

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. Municipality shall prepare, retain, and make available to PennDOT, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this agreement.

Municipality shall establish a separate file for each traffic signal installation and keep its records in TSAMS or on other forms prescribed by PennDOT in Publication 191.

At a minimum, the following records shall be kept by the Municipality or its contractor for each intersection.

### Master Intersection Record

List of all maintenance functions performed at the intersection, which should be updated within one day of the activity but no more than one week later

### Response Maintenance Record

A log recording the location, date, time, caller, receiver and complaint received, maintenance personnel, time dispatched, trouble found, and time cleared

### Preventive Maintenance Record

A log for each preventative maintenance service that includes the date, tasks performed, and signatures of personnel performing the work



# APPLICATION FOR TRAFFIC SIGNAL APPROVAL

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK

## A – Maintenance and Operation Information

- Municipality has a fully executed Commonwealth and Municipal Traffic Signal Maintenance Agreement covering all signals in the municipality, Agreement # \_\_\_\_\_, with an effective date of \_\_\_\_\_. Issuance of a new or revised permit amends Municipality's signal list in TSAMS.
- Municipality does not have an existing Commonwealth and Municipal Traffic Signal Maintenance Agreement covering all signals in the municipality. Traffic Signal Maintenance Agreement must be completed, executed by the municipality, and attached to this application.

## B – Application Description

PennDOT District: \_\_\_\_\_ County: \_\_\_\_\_ Municipality: \_\_\_\_\_

Location (Intersection): \_\_\_\_\_

- Traffic Control Device is:  NEW Traffic Signal  EXISTING Traffic Signal, permit # \_\_\_\_\_
- Type of Device (select one):  Traffic Control Signal  Electronic Sign  Flashing Warning Device
- In-Roadway Warning Lights  Intersection Control Beacon
- Rectangular Rapid Flashing Beacon (RRFB)  School Zone Speed Limit Sign
- LED Border Lit Sign  Other \_\_\_\_\_

Is Traffic Signal part of a system?  Yes  No System Number (if applicable): \_\_\_\_\_

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements.

## C – Attachments Listing

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Municipal Resolution           | <input type="checkbox"/> Location Map                          | <input type="checkbox"/> Traffic Volumes/Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs                           | <input type="checkbox"/> Turn Lane Analysis                 |
| <input type="checkbox"/> Warrant Analysis               | <input type="checkbox"/> Straight Line Diagram                 | <input type="checkbox"/> Turn Restriction Studies           |
| <input type="checkbox"/> Crash Analysis                 | <input checked="" type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Municipal Contact Information      |
| <input type="checkbox"/> Traffic Signal Study           | <input checked="" type="checkbox"/> Traffic Impact Study (TIS) | <input type="checkbox"/> Other: _____                       |
| <input type="checkbox"/> Condition Diagram              |  |   |

## D – Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location identified above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. Applicant agrees to own and maintain the traffic signal in accordance with the Commonwealth and Municipal Traffic Signal Maintenance Agreement referenced in Section A.

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Municipal Authorized Official: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

### DEPARTMENT USE ONLY

County: \_\_\_\_\_ Engineering District: \_\_\_\_\_

Department Tracking #: \_\_\_\_\_ Initial Submission Date: \_\_\_\_\_

## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit F



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 9.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10.** The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit F



## CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

  - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3)** had any business license or professional license suspended or revoked;
  - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit G



- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.



**PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT H





## **Contractor Responsibility Provisions**

**(December 2020)**

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

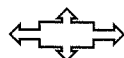
- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Exhibit I

### **Contract Provisions – Right to Know Law**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
  1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

### EXHIBIT J

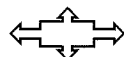


g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

## EXHIBIT J



## Public Works Report

November 16, 2023

### Roads

1. Leaf Collection has begun. To date we have collected 57 Loads of leaves.
2. Road mower has all parts ordered that we know need to be replaced, Will be towed to a shop in Quakertown for repairs.
3. Snowplow equipment is being gone over and installed on truck so we are ready when weather does start.
4. New 10-ton dump truck replacing a 2005 truck is in the shop being upfitted with body and plow and should have it by the end of the year to be put into service.

### Parks

1. Driving range is set to close on November 22<sup>nd</sup>
2. Mowing has been completed both in-house and contracted.
3. Mowers will be serviced and put into storage.

### Pumping Station/Treatment Plant

1. No issues to report at either Facility.

**12-13-14-2**

0.928 Acres  
0.369 Acres conveyed from T.P. 12-13-14-1  
1.297 Acres Gross  
0.122 Acres in Ultimate Right-of-Way  
1.175 Acres Net

N/L  
BENJAMIN MOORE &  
PATRICIA MARIE LEWIS  
T.P. 12-13-15

N/L  
DIANE L. FRIEL  
13-15-2-9

N/L  
LARRY B. & DIANNA L.  
WINEBRENNER  
T.P. 13-15-2

N/L  
HOBART H. &  
KAREN L.  
FLEETMAN  
T.P. 13-15-2-11

N/L  
CHRISTINE D.  
SOTAK  
T.P. 13-15-2-10

N/L  
CHRISTOPHER M.  
& ROBIN J.  
PURCELL  
T.P. 13-15-2-51

N/L  
ROBIN D. & SHARON L.  
ALLISON  
T.P. 13-15-6

N/L  
ANDREW M. & ALLISON MIELE  
T.P. 12-13-15-2

**12-13-14-1**

6.176 Acres  
-0.369 Acres conveyed to T.P. 12-13-14-2  
5.807 Acres Gross  
-0.046 Acres in Ultimate Right-of-Way  
5.761 Acres Net  
5.267 Acres Net (W/O Access Strip)

N/L  
DAVID R. & KIMBERLY A. CARSON  
T.P. 12-13-13-4

N/L  
ROBERT K. &  
SANDRA J. MCINTYRE  
T.P. 12-13-13-3

N/L  
ROBERT K. &  
SANDRA J. MCINTYRE  
T.P. 15-11-102-2

N/L  
GLENN E. JR. &  
JENNIFER ANN WIMMER  
T.P. 15-11-102

**15-11-101-1**

4.162 Acres  
+0.949 Acres conveyed from T.P. 15-11-101  
5.111 Acres Gross

N/L  
COURTNEY A. & WILLIAM W. WHITE  
T.P. 15-11-75

N/L  
K. WYATT & AMY B. ROBERTSON  
T.P. 15-11-75-1

**15-11-101**

3.147 Acres  
-0.949 Acres conveyed to T.P. 15-11-101-1  
2.198 Acres Gross  
-0.147 Acres in Ultimate Right-of-Way  
2.051 Acres Net

N/L  
JOSEPH V. &  
KAREN TRANCHITELLA  
T.P. 15-11-75-2

40' Wide Ultimate  
Right-of-Way  
16.5' Wide Legal  
Right-of-Way  
20' Wide Paved  
Cartway

