



**BOROUGH OF AMBLER**  
**COMMITTEE MEETING AGENDA**  
**August 5, 2025**  
**7:00 p.m.**

*All matters that are deliberated could result in  
a vote to take official action.*

- I.** **MINUTES FOR REVIEW:**  
a. JULY 15, 2025 COUNCIL MEETING
- II.** **OPEN PUBLIC COMMENT PERIOD.**
- III.** **COMMITTEE REPORTS:**  
a. FINANCE & PLANNING  
b. PUBLIC SAFETY  
c. PUBLIC UTILITIES  
d. PARKS & RECREATION  
e. SALARY & PERSONNEL



## **AMBLER BOROUGH COUNCIL MEETING**

**Minutes**

**July 15, 2025**

**7:00 PM**

### **I. CALL TO ORDER**

President Glynnis Siskind called the Ambler Borough Council meeting of July 15, 2025, to order at 7:00 p.m.

### **II. PLEDGE OF ALLEGIANCE**

Mayor Jeanne Sorg led the pledge of allegiance.

### **III. ROLL CALL**

Present at the meeting were: Ms. Siskind, Ms. Sheedy, Ms. Henderson, Ms. Hughes Kelly, Ms. Roecker Coates, Ms. Iovine, Mr. Orehek, Mr. Hui, and Mr. Brubaker, Police Chief Jeff Borkowski, Borough Manager Kyle Detweiler, and Solicitor Breslin.

### **IV. CITIZENS' COMMENTS- AGENDA ITEMS ONLY**

Bernadette Dougherty 338 Tennis Ave asked Council to consider removing the tree at 95 E. Butler Ave.  
Discussion ensued.

### **V. MINUTES OF PREVIOUS MEETING**

The Minutes of the June 17<sup>th</sup> Council Meeting were approved **9-AYE**.

### **VI. CONFIRMED APPOINTMENTS – NONE.**

### **VII. FINANCE DIRECTOR'S REPORT**

A written report was submitted for the record.

Ms. Sheedy questioned if we were “on track” for this year.

Mr. Detweiler confirmed that indeed we are.

### **VIII. POLICE DEPARTMENT REPORT**

A written report was submitted for the record.

Detective Cassel offered that the Ford Explorer purchased in February is in service.

#### **IX. FIRE DEPARTMENT REPORT**

A written report was submitted for the record.

#### **X. EMS REPORT**

A written report was submitted for the record.

#### **XI. INTER-DEPARTMENT REPORTS**

##### **A. Public Works Department**

A written report was submitted for the record.

##### **B. Water & Highway Department Reports**

A written report was submitted for the record.

##### **C. Wastewater Treatment Plant Report**

A written report was submitted for the record.

##### **D. Code Enforcement Report**

A written report was submitted for the record.

##### **E. Manager's Report- Kyle Detweiler**

A written report was submitted for the record.

#### **XIII PROFESSIONAL CONSULTANTS' REPORTS**

##### **A. Engineer's Report**

A written report was submitted for the record.

Ms. Hughes Kelly asked a question regarding 24-26 North Ridge Ave. Mr. Kucher answered and explained the time frame. Mr. Detweiler further clarified.

##### **B. Wastewater Treatment Plant Engineer's Report**

A written report was submitted for the record.

Mr. Orehek gave congratulations for the new P.U.C. unit being fully operational.  
Mr. Evans gave an update on an employee milestone.

### **C. Solicitor's Report**

Mr. Breslen offered that the Asbestos lawsuit against the Borough has been dropped.

#### **A. COUNCIL COMMITTEE REPORTS:**

##### **A. Finance & Planning Committee – Elizabeth Iovine, Chair**

Ms. Iovine questioned an excessively high bill.

Mr. Detweiler explained.

1. Motion to authorize payment of all bills as presented for June 2025 in the amount of \$866,466.14. **Carried 9-AYE.**
2. Item For Discussion – Quotes for tree removal – Butler and Ridge.

Ms. Iovine asked a question regarding trimming versus removal.

Mr. Detweiler clarified that it depends on the health of the tree.

Ms. Sheedy expressed support for removing trees that are a tripping hazard.

Ms. Roecker Coates offered that trees not planted correctly need succession planning.

Ms. Henderson asked if the restaurant owners had complained about the tree.

Mr. Detweiler answered, “No they had not”.

Discussion ensued.

3. Item for discussion – Ambler Theater loan

Mr. Detweiler explained the terms and that the repayment date is 12/31/25 and that we were beginning negotiation of repayment. Council is in favor of pursuing negotiations.

##### **B. Public Safety Committee – Amy Hughes Kelly, Chair.**

Public Safety Committee considered no motions.

##### **C. Public Utilities Committee – Karen Sheedy, Chair.**

Public Safety Committee considered no motions.

##### **D. Parks & Recreation Committee – Jennifer Henderson, Chair.**

Parks & Recreation Committee considered no motions.

##### **E. Salary and Personnel Committee – Glynnis Siskind, Chair.**

1. Motion – Appointment to appoint Ms. Mary Aversa to the open vacancy board position. **Carried 9 AYE.**

### **B. OTHER BUSINESS**

Ms. Henderson gave an update on the Food Systems grant, and what her committee would like to use the Grant money regarding garden improvement and expansion.

Ms. Hughes Kelly remarked on how wonderful South Ambler looks and thanks to Ms. Henderson and her efforts, and the efforts of the Borough employees to keep it clean.

**C. CITIZENS' COMMENTS**

Lindsey Daku 122 Greenwood Ave. commented on the I.C.E. activity in Norristown and the Borough. She questioned the law and wants to be sure that our PD is doing what they can to protect our residents.

John Perry 234 N. Spring Garden Street also echoed Ms. Daku's thoughts.

Montanna Greenwood 234 N. Spring Harden echoed the previously expressed thoughts.

Discussion ensued.

Maria Ferro 32 Orange Avenue. Expressed a problem with her next-door neighbors who are running a halfway house that is not registered. She elaborated on the issues she has.

Chief Borkowski offered his help.

Anthony Gianetti 11 Center Street wants the agenda posted Friday. He offered observations regarding 220 S. Chestnut Street.

James 11 Center Street echoed Mr. Gianetti's thoughts and cautioned too much building and development in the Borough and flooding and infrastructure issues.

Yolanda 200 S. Chestnut Street seconded all the previously expressed thoughts.

Dawn 11 Center Street echoed the previously expressed thoughts regarding flooding.

Anna Lee Lapinski 136 Rosemary Ave. offered thoughts and tripping on tree roots.

Ms. Siskind made the motion to Adjourn the meeting at 8:55. **Carried 9-AYE**

**D. ADJOURNMENT**

## **Finance & Planning Committee**

The previous Committee meeting was held on June 3, 2025, at 7:00pm. Committee Members: – Elizabeth Iovine - Chair, Karen Sheedy and Redmond Brubaker.

**The Committee will not consider any recommendations at this time.**

### **The following business will be discussed:**

1. Consideration of Zoning Amendments for Chestnut Street.
2. A quote from Clauser Tree Care for removal of the tree located at 95 E Butler Avenue. **(Enclosed)**
3. A request for donation from the Wissahickon Valley Historical Society in recognition of their 50th Anniversary. **(Enclosed)**
4. A proposal from Penn Strategies. **(Enclosed)**

### **Items For Consideration:**

Not applicable.



## Clauser Tree Care, LLC

324 Schoolhouse Road  
Chalfont PA 18914  
Phone: (215) 542-8291  
Fax: (215) 442-1372  
info@clausertreecare.com  
www.clausertreecare.com

Service Information	
c/o PHILLIP BARRECA	
AMBLER PA 19002	
Phone: (215) 730-8310	Fax:
Alt Contact: phil called on:	Alt Phone (267) 784-1781
E-Mail: pbarreca@Borough.Ambler.pa.us;	

Job Name	<input type="checkbox"/> Call Ahead	<input type="checkbox"/> Confirmed
AMBLER BORO - 95 E BUTLER - 07/16/2025		

Job Type	PO #
Residential	

Description of Work	Quantity	Rate	Amount
***TREE LOCATED AT 95 E BUTLER AVENUE AMBLER PA 19002 IN FRONT OF PLANCHETTE BISTRO*** 1. CUT DOWN AND REMOVE 14" PAGODA TREE	1.00	\$1,649.00	\$1,649.00
***NOTE: UNLESS THE COBBLESTONE AND CONCRETE ARE REMOVED AT LEAST 1 FOOT FROM THE OUTER BOUNDARY OF THE STUMP, THERE WILL BE A PORTION OF THE STUMP THAT CANNOT BE STUMP GROUND*** 1A. GRIND AS MUCH OF THE STUMP AS ABLE (LEAVING STUMP GRINDINGS ON SITE)	1.00	\$349.00	\$349.00
1B. OPTIONAL AND ADDITIONAL - REMOVE GRINDINGS TO GRADE LEVEL	1.00	\$249.00	\$249.00

Job Subtotal:	\$2,247.00
Sales Tax:	\$0.00
<b>Total Due:</b>	<b>\$2,247.00</b>

WHEN WORK IS CONTRACTED BY A HOMEOWNER AND WE REQUIRE THE USE OF A NEIGHBORING PROPERTY(IES) - WE REQUIRE ACCEPTANCE AND SIGN OFF OF OUR BELOW TERMS & CONDITIONS FROM BOTH/ALL PARTIES TO MOVE FORWARD WITH THE CONTRACTED SERVICES.

TERMS AND CONDITIONS: Please read, sign & date to accept.

1. Payment is due upon completion of tree work.
2. Not responsible for removing stump grindings unless specified.
3. If part of work order, stumps will be grinded at a later date and billed at time of completion.
4. Any roots that exceed 2 ft radius of stump will not be grinded unless specified.
5. All brush and wood will be removed from property and site is left clean unless specified.
6. When cutting firewood to specific length it does NOT mean splitting wood.
7. All reasonable precautions are taken not to make marks on turf. We are not responsible for marks on turf.
8. We are not responsible for damage to unmarked underground wires or pipes.
9. We are not responsible for damage to concrete or driveways when cranes are used.
10. All prices contained in this proposal are firm, except in the case where extra time is needed to cut up and/or remove tree trunks containing metal or cement.
11. All work will be performed within ANSI A300 and Z133.1 industry standards.
12. Sales tax shall be added to final bill, if applicable.
13. An administration fee of \$10.00 per month will be applied to late payments.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made upon completion.

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

## Estimate

Billing Information			
BOROUGH OF AMBLER			
131 ROSEMARY AVENUE			
AMBLER PA 19002			
Marketing Campaign			
Sales Rep	Terms	Type	Class
SF	Net 10	Tree	Tree Work
Route	Scheduled	Start	End
Shawn Fennelly	07/22/2025	11:00 AM	12:00 PM

June 17, 2025

Dear Ambler Borough Council Members:

This year the **Wissahickon Valley Historical Society** celebrates its 50<sup>th</sup> Anniversary!

For 50 years now, WVHS has been at the forefront of advocating for and preserving the history of **Ambler Borough, Lower Gwynedd Township** and **Whitpain Township**. When it comes to better understanding our history and informing efforts at historic preservation, WVHS has been an invaluable resource to people and organizations in the municipalities we represent. Every other Saturday from April through October members of the Historical Society host walking tours through Downtown Ambler highlighting Ambler's history and significant buildings.

Additionally, WVHS has been the curator and caretaker of thousands of items related to our local area and state—from native artifacts, books and maps—to documents, family histories and myriad other ephemera. Not to mention our efforts at the preservation of our HQ and Museum—the 1895 Whitpain Public School, the Franklinville One-room Schoolhouse and the disassembling and storing of the original 1855 Ambler passenger train depot with its 1879 freight house addition.

We now take this time to use this important milestone in our history to reach out to those we've supported in the past—and ask them to support us as we look to the future. Therefore, we humbly ask **Ambler Borough** to support our continuing efforts with a 50<sup>th</sup> Anniversary commemorative donation of **\$1,000.00**.

This donation will go a long way toward helping WVHS carry on its mission for the next 50 years.

Donation checks to be made out to **WVHS** and mailed to: **WVHS P.O. Box 96, Ambler, PA 19002**.

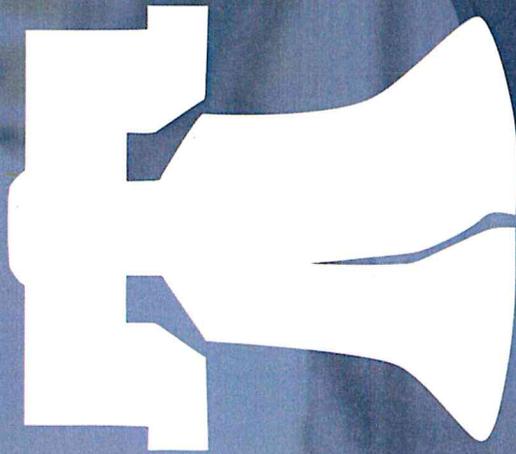
Thank you for your consideration.

Sincerely,

**WVHS Board of Directors**

**Contact: Bernadette Dougherty**

**Cell/text: 267-626-5751**



# PENNS STRATEGIES



World Trade Center Harrisburg  
1000 North Cameron Street  
Harrisburg, PA 17103



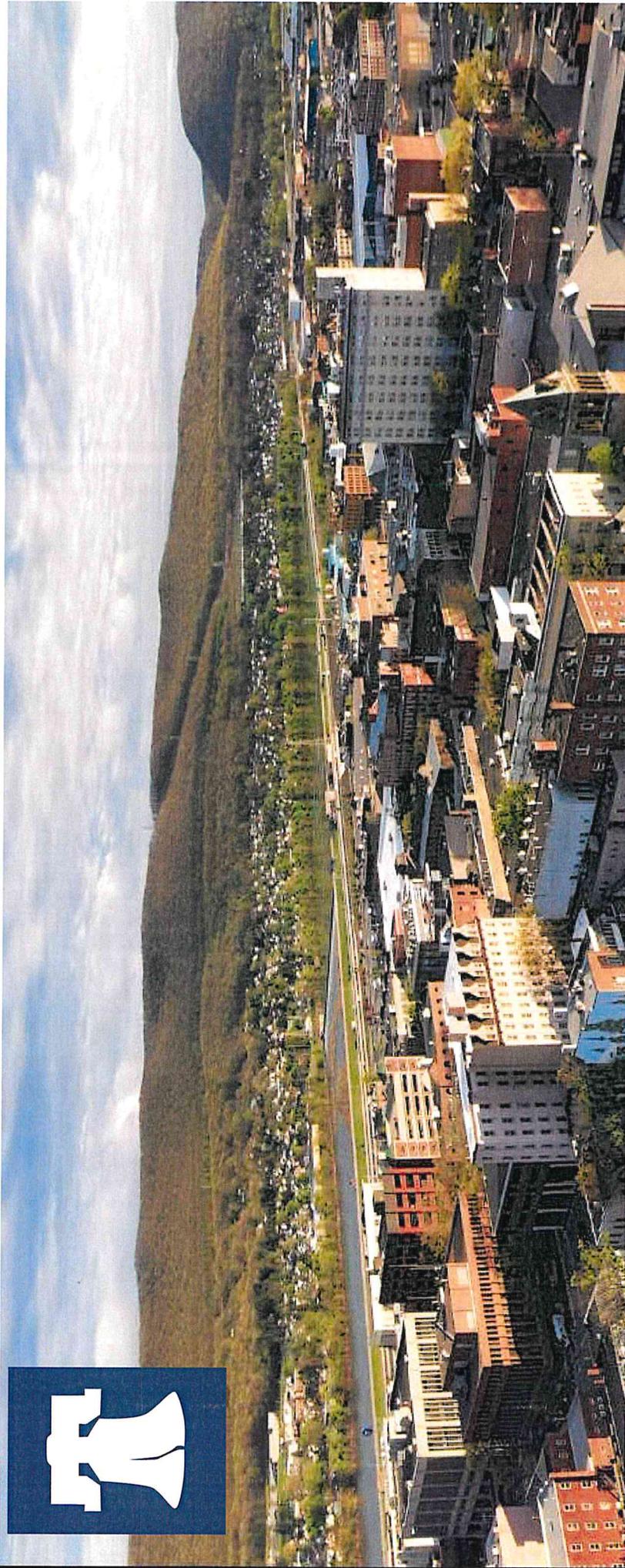
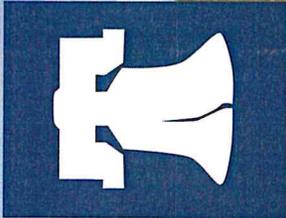
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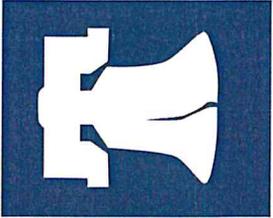


PennStrategiesPA.com



# Our Mission

Penn Strategies provides end-to-end government funding solutions to Pennsylvania's public-sector, private-sector, and non-profit institutions and entities in the Commonwealth of Pennsylvania.

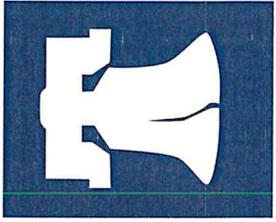


# About Us

Founded in 2010, Penn Strategies is a grant-writing and appropriations firm. Whether you are a business, municipality, or non-profit, we help you procure funding for your program or project.

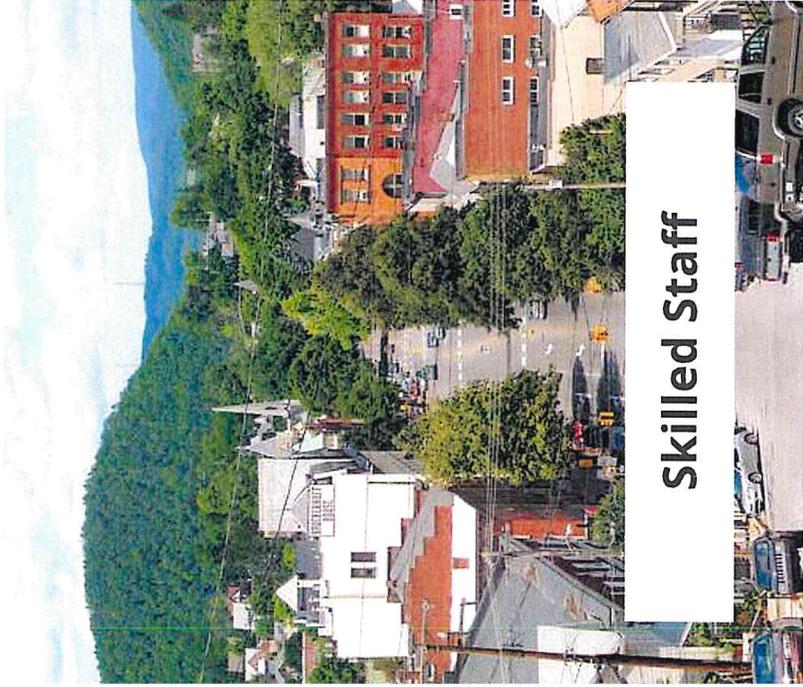
With over \$1 billion in funds secured, we have a proven track record of success. It starts when we help you select the grant and funding programs best suited for your needs. We write the grants, advocate for their approval, and handle compliance to ensure you receive the funds you deserve.



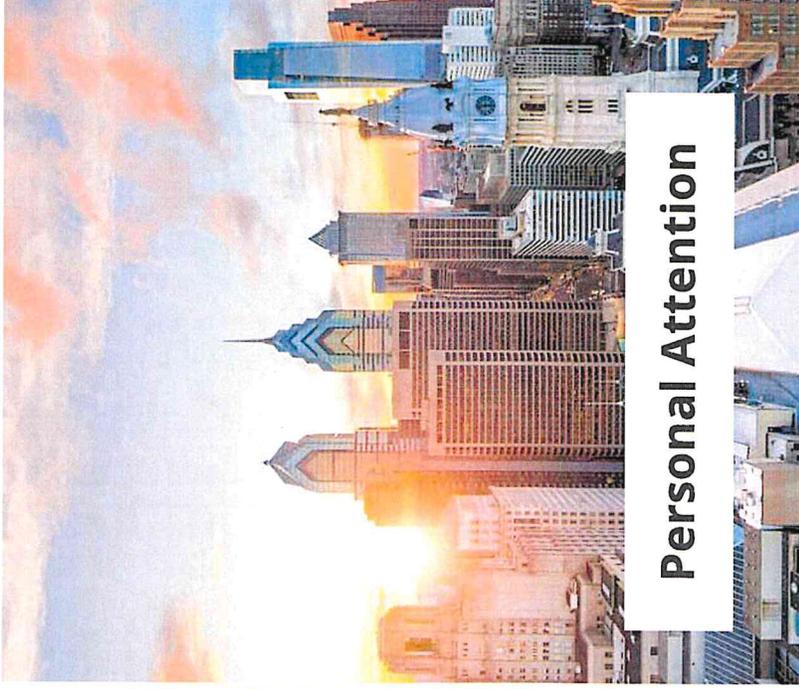


# Our Company

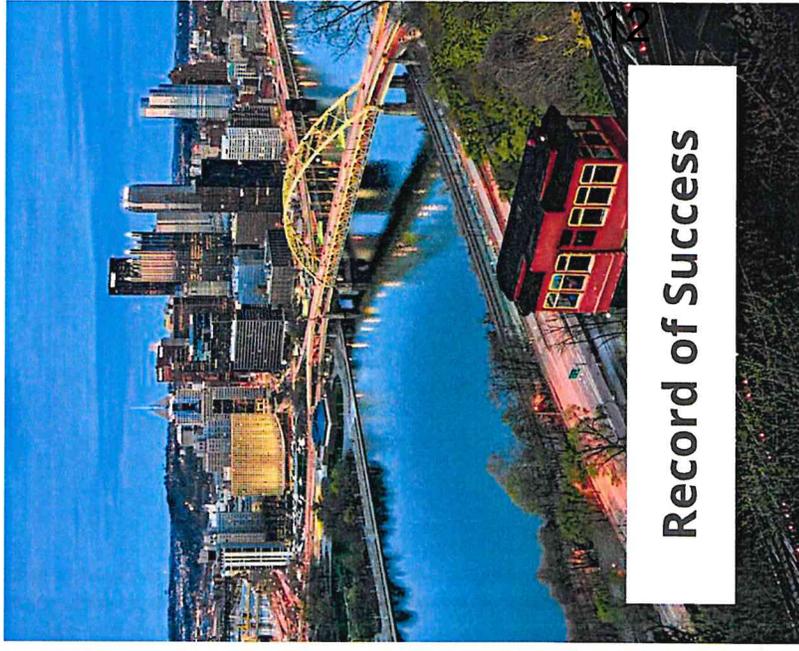
Our staff has diverse experience from state and federal government appropriations to institutions of higher learning, municipal management, research, proposal writing, and more. This allows us to submit the best possible applications for your funding needs. We care about our clients and give each of them our full attention and concern.



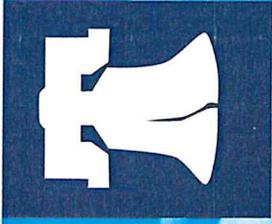
**Skilled Staff**



**Personal Attention**



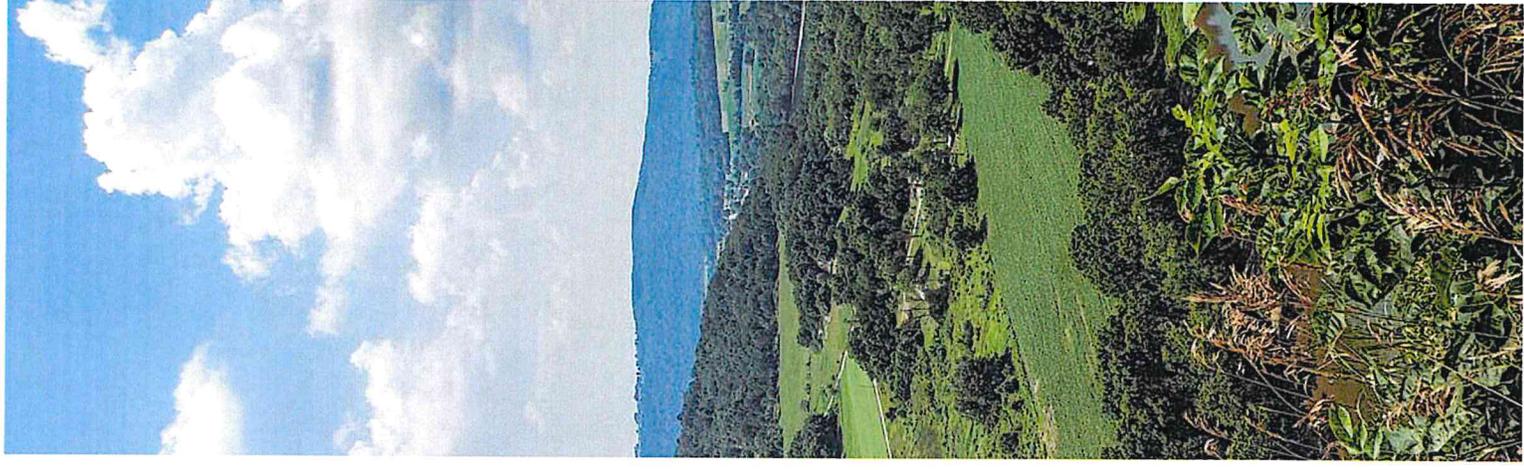
**Record of Success**

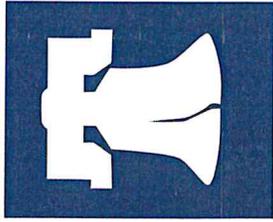


# Culture and Expectations

Our clients' projects bring value to Pennsylvania and its communities through job creation and community enhancement. While we cannot guarantee funding, we can put an application in the best possible position for approval.

Penn Strategies bridges the gap between government spending programs and applicants. Expect expertise, attention to detail, and professionalism.





# Our Proven Process

## IDENTIFYING YOUR PROJECT PRIORITIES

We begin with a Strategic Outline, which involves identifying your organization's funding needs and which needs are a priority.



## IDENTIFYING FUNDING SOURCES FOR PRIORITIES

Next, we identify the grants and funding venues that can address your funding needs and discuss these with you.



## APPLYING FOR FUNDING SOURCES

We work with you to acquire and synthesize the information needed to ensure your application meets the submission requirements.

## AGENCY REVIEW

Once a funding request is submitted, the agency will review your information. Sometimes, we are allowed to improve the application.



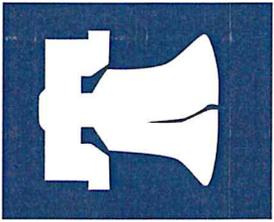
## LOBBYING AND ADVOCACY

Working with the client, we will brief appropriate stakeholders and elected officials on the merits of the application.



## AWARDING AND ADMINISTRATION

If your project is selected for funding, the application moves to our Grant Administration Division for compliance and reporting.



# Testimonials



**Tom Corbett,**  
*Former Governor  
of Pennsylvania*

## **Commitment to Pennsylvania**

"I have known Mr. Fitzgerald for a number of years. I have always found him to be concerned about his community and honest in his interactions with others. I'm certain that under his leadership, Penn Strategies will continue to serve our communities well."



**Taylor Munoz,**  
*Former Pocono  
Township Manager*

## **Highly Recommend**

"I have known Penn Strategies since my time as a State Representative and County Commissioner. This firm knows grant and gets projects funded all over the state of Pennsylvania. I cannot recommend them enough."



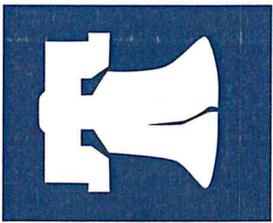
**Rick Mirabito,**  
*Former State  
Representative and  
Lycoming County  
Commissioner*

## **Detail Oriented**

"The Penn Strategies team has handled every aspect of grants advocacy for Pocono Township, guiding the grant process from concept to application to award. Their expertise extends beyond the initial application as they guide their clients on the administration and proper use of funds once received.

Penn Strategies ensures we have the highest quality grant application submissions, and they make sure the use of our grant funds is vetted prior to beginning any project.

Through our partnership with Penn Strategies, Pocono Township has been successfully awarded millions in grant funds for a myriad of public projects. From park renovations to infrastructure repair and public safety needs, Penn Strategies has helped us navigate a bureaucratic maze of government requirements and ensured we cover every detail in our grant submissions."



# Testimonials



## Results

"Tobyhanna Township has utilized the services of Penn Strategies since 2015. Their expertise has been instrumental in helping the Township receive over \$22 million in grants over the past 8 years. They become invested in our projects.

I would highly recommend their services."

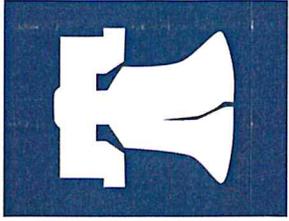
*Robert Bartal, Tobyhanna  
Township Manager*



## Professional

"Penn Strategies is a top-notch firm that employs a team of dedicated professionals. They have my trust and support."

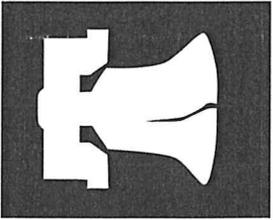
*Diana Irey Vaughan,  
Washington County  
Commissioner*



# Redevelopment Assistance Capital Program (RACP)

The RACP program funds a broad range of economic development projects. For many, it can be a complex and bureaucratically cumbersome process.

Penn Strategies has a dedicated RACP division that writes the applications and manages the post-award process. We work with municipalities, developers, business owners, and non-profit organizations to determine eligibility, develop project scopes, apply for RACP pre-awards, and complete RACP applications and business plans. We have a record of success, having secured over \$100 million in RACP funding for clients statewide.



# Funding Sources

*Below is a partial list of funding sources we recommend:*

- DCED Multimodal Transportation Fund (MTF)
- PennDOT Multimodal Transportation Fund (MTF)
- Greenways Trails and Recreation Program (GTRP)
- Economic Development and Community Development Initiatives (EDCDI)
- Keystone Communities Program (KCP)
- COPS Hiring Program (CHP)
- Flood Mitigation Program (FMP)
- FEMA Assistance to Firefighters Grant (AFG)
- Watershed Restoration and Protection Program (WRRP)
- PennDOT Transportation Alternatives Set-Aside (TASA)
- PennDOT Automated Red-Light Enforcement Program (ARLE)
- PennDOT Green-Light-Go (GLG)
- DEP 902 Recycling Program
- DEP Growing Greener Program
- FEMA Building Resilient Infrastructure and Communities (BRIC)
- USDA Rural Energy for America Program (REAP)
- DHS Staffing for Adequate Fire and Emergency Response (SAFER)
- DCNR Community Conservation Partnership Program (C2P2)
- PCCD Byrne Justice Assistance Grant (JAG)
- PCCD Local Law Enforcement Support Grant Program (LLE)
- PCCD Body Worn Cameras (BWC)
- Appalachian Regional Commission Funding Opportunities (ARC)
- Commonwealth of Pennsylvania Hotel Tax allocations
- First Community Foundation Partnership (FCFP)
- American Recovery and Reinvestment Act (ARRA)
- FEMA Hazard Mitigation Grant Program (HMGP)
- DCED Local Share Account (LSA)
- DCED Keystone Communities Program

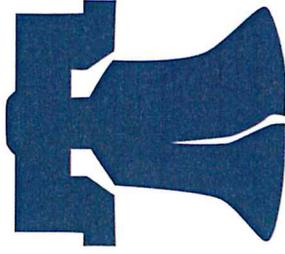
# Comprehensive Plans

Penn Strategies provides comprehensive planning services to determine community goals and aspirations. When our plans are completed, they do not just sit on the shelf.

Using the plan as a roadmap, we identify funding sources to implement the plan. Below are examples of comprehensive plans Penn Strategies has completed. The full reports can be viewed at [PennStrategiesPa.com](http://PennStrategiesPa.com).

- Habitat for Humanity (Berks County)
- Comprehensive Economic Development Strategy Chichester School District (Delaware County) Tax Study
- The Borough of Ashley (Luzerne County) Vision Report
- Barrett Township (Monroe County) Case Study
- City of Williamsport (Lycoming County) Parks Inventory and Recommendations





# PENNSTRATEGIES

World Trade Center Harrisburg  
1000 North Cameron Street  
Harrisburg, PA 17103



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



[Info@PennStrategiesPA.com](mailto:Info@PennStrategiesPA.com)



272-230-2761



## PENNSTRATEGIES

With over \$1 billion in funds secured, we have a proven track record of success. It starts when we help you select the grant and funding programs best suited for your needs. We write the grants, advocate for their approval and handle the compliance to ensure you receive the funds you deserve.

Our clients' projects bring value to Pennsylvania and its communities through job creation and community enhancement. At the end of the day, we cannot guarantee funding, but we can put an application in the best possible position for approval.

Penn Strategies bridges the gap between government spending programs and applicants. Expect expertise, attention to detail, and professionalism.

Below is a partial list of grant awards secured:

- \$4,000,000 DCED RACP for Perry County Government Center in Perry County.
- \$2,000,000 DCED RACP for Lycoming Engines in Williamsport, Lycoming County.
- \$2,500,000 DCED RACP for Interstate Window & Door Company in Pittston, Luzerne County.
- \$3,000,000 DCED RACP for the Liberty Arena in Williamsport, Lycoming County.
- \$2,000,000 DCED RACP for The Shoppes of Sadsbury in Sadsbury Township, Chester County.
- \$1,000,000 DCED RACP for Williamsport Levee System in Lycoming County.
- \$2,000,000 DCED RACP for a sports complex at Lock Haven University in Clinton County.
- \$2,000,000 DCED RACP for a modern distribution facility in Delaware Township, Northumberland.
- \$2,000,000 DCED RACP for the Pajama Factory Project in Williamsport, Lycoming County.

- \$1,500,000 DCED RACP for the APM Manufacturing Project in Canonsburg, Washington County.
- \$741,000 DCED RACP for the Mon Valley Hospital Detox Unit Project in Washington County.
- \$500,000 DCED RACP for the Highlands Hospital Renovation Project in Fayette County.
- \$500,000 DCED RACP for the Perry County Historical Society in Perry County.
- \$1,000,000 DCED RACP for a Public Safety Building in Jersey Shore, Lycoming County.
- \$2,000,000 DCED RACP for New Trail Brewery in Williamsport, Lycoming County.
- \$1,700,000 DCED MTF for Springfield Corridor in Clifton Heights, Delaware County.
- \$1,000,000 DCED ECDCI grant for a new 911 system in Perry County.
- \$1,000,000 DCED ECDCI grant for Kalahari Resort in Monroe County.
- \$521,000 PennDOT MTF for Mervine Road Bridge in Stroud Township, Monroe County.
- \$710,000 DCED MTF for Hazel Ally Bridge in Jersey Shore, Lycoming County.
- \$200,000 DCED LSA for Pocono Township Volunteer Fire Company in Pocono Township, Monroe County.
- \$142,000 DCED MTF for SR 611/Rimrock Drive in Pocono Township, Monroe County.
- \$1,300,000 PennDOT MTF for Springfield Corridor in Clifton Heights, Delaware County.
- \$127,000 DCED GTRP for a parks project in Pocono Township, Monroe County.
- \$150,000 DCED MTF for the Jersey Shore Active Transportation Plan in Jersey Shore Borough, Lycoming County.
- \$78,000 DCED GTRP for the Jersey Shore Active Transportation Plan in Jersey Shore Borough, Lycoming County.
- \$421,000 DCED Small Water & Sewer Program for Pocono Jackson Joint Water Authority in Monroe County.
- \$170,000 DCED LSA for Old Canadensis Road Bridge in Barrett Township, Monroe County.
- \$689,574 PennDOT MTF for Old Canadensis Road Bridge in Barrett Township, Monroe County.

- \$280,000 DEP Recycling Grant for the yard waste recycling center in Williamsport, Lycoming County.
- \$500,000 DCED MTF for the Pocono Summit West Improvement in Tobyhanna Township, Monroe County.
- \$500,000 DCED MTF for the SR 611 / Rimrock Drive Intersection Project in Pocono Township, Monroe County.
- \$175,000 DCED Flood Mitigation to replace a deteriorated pipe moving water from Bulgers Run in Pocono Township, Monroe County.
- \$365,000 DCED Flood Mitigation to fix flooding in Catawissa Borough, Columbia County.
- \$280,000 DCED Pipeline grant for Eureka Resources in Bradford County.
- \$521,616 PennDOT MTF for Mervine Road Bridge in Stroud Township, Monroe County.
- \$102,555 EDCDI for TLC Park Playground Equipment for Pocono Township, Monroe County.
- \$532,400 DCNR C2P2 for Thompson Street Playground in Jersey Shore, Lycoming County.
- \$6,000 Hotel Occupancy for UTV and part-time marketing employee for Tobyhanna Township, Monroe County.
- \$400,000 DCED MTF field drainage and sidewalks at school in Clifton Heights, Delaware County.
- \$1,000,000 DCED MTF for Learn Road in Pocono Township, Monroe County.
- \$250,000 DCED MTF for Brushy Mountain Road in Stroud Township, Monroe County.
- \$87,000 DCED GTRP for Thompson Street Park in Jersey Shore, Lycoming County.
- \$125,000 DCED GTRP for a Splash Pad Project at Pocono Township, Monroe County.
- \$500,000 COVID-19 ARPA for Perry County Industrial Park-Longenecker Hatchery in Perry County.
- \$226,300 DCNR C2P2 for TLC Park Splash Pool in Pocono Township, Monroe County.
- \$106,700 DCNR C2P2 for Lions Park in Marysville, Perry County.
- \$25,000 Lycoming County Mini Grant for playground for Jersey Shore, Lycoming County.
- \$25,000 Lycoming County Mini Grant for dugouts and fencing for Lycoming Softball Association, Lycoming County.

- \$1,000,000 Local Share Account (LSA) Statewide for Brushy Mountain Road and Route 447 for stormwater and highway improvements in Stroud Township, Monroe County.
- \$100,000 LSA Statewide for wastewater treatment plant in Catawissa, Columbia County.
- \$150,000 LSA Statewide for Lawshee Run Culvert project in Jersey Shore, Lycoming County.
- \$242,000 LSA Statewide for Pine Creek project for the Jersey Shore Water Authority, Lycoming County.
- \$1,000,000 LSA Statewide for Community Park Revitalization in South Williamsport, Lycoming County.
- \$759,695 LSA Statewide for Walking Trails and Playground Equipment for Tobyhanna Parks, Monroe County.
- \$233,450 LSA Statewide for Lara Street Community Pool in Liverpool, Perry County.
- \$90,309 PCCD for technology advancement including body worn cameras, dash mounted cameras, portable radios and related equipment for Catawissa Police Department in Catawissa, Columbia County.
- \$13,445 PCCD Tiadaghton Valley Police Department now Lycoming Regional Police Department
- \$102,924 PCCD for body worn camera equipment and in-car cameras for Old Lycoming Police Department now Lycoming Regional Police Department
- \$168,279 PCCD for Body Worn Cameras and in-car cameras for Pocono Township Police Department, Pocono Township, Monroe County.
- \$125,658 PCCD for mobile data terminals and license plate readers for Forks Township Police Department in Forks Township, Northampton County.
- \$101,409 PCCD for digital P25 compliant radios and base stations for South Williamsport Police Department, Lycoming County.
- \$14,380 PCCD for a computer server for Upper Perkiomen Police Department in Pennsburg, Montgomery County.
- \$163,600 Pennsylvania Commission on Crime and Delinquency LLE for in-car dash cameras, license plate readers and officer wellness program for Newberry Township Police Department, Newberry Township, York County (take over).
- \$22,000 PCCD Body Worn Cameras for BWC for South Williamsport Police Department, Lycoming County.
- \$375,000 Community Policing Development (COPS) Hiring Program to hire three full-time officers for Pocono Township Police Department, Monroe Township.

- \$150,000 PCCD Regional Police for the forming of the Lycoming Regional Police when Tiadaghton Valley Regional Police and Old Lycoming Township Police combined.
- \$39,311 PCCD Bryne Justice Assistance Grant (JAG) for Lexipol Software for Pocono Township Police Department, Monroe County.
- \$207,844 FEMA Assistance to Firefighters Grant (AFG) for Personal Protective Equipment, Face Pieces, and Self-Contained Breathing Apparatus for Stroudsburg Fire Company, Stroudsburg, Monroe County.
- \$30,000 FEMA Staffing for Adequate Fire and Emergency Response (SAFER) for a recruitment and retention program for Tobyhanna Township Fire Company in Tobyhanna Township, Monroe County.

**Public Safety Committee**

The previous Committee meeting was held on June 3, 2025, at 7:00pm. Committee members: Amy Hughes – Chair, Jen Henderson, Nancy Roecker Coates and Lou Orehek.

**The Committee will not consider any recommendations at this time.**

**The following business will be discussed:**

1. A proposed resolution for parking fine increases. **(Enclosed)**
2. Proposals for replacing existing parking meters. **(Enclosed)**
3. A proposed resolution entering into a Winter Maintenance Services Agreement with PENNDOT. **(Enclosed)**

**Items For Consideration:**

Not applicable.

**BOROUGH  
Of  
AMBLER**

**Police Department**

131 Rosemary Avenue  
Ambler, PA 19002-4475  
Phone: (215) 646-1000  
Fax: (215) 646-0704



*Chief of Police  
Jeff Borkowski*

July 31, 2025

To: Kyle Detweiler, Borough Manager  
From: Chief Jeff Borkowski  
Subject: Justification for Proposed \$2.00 Increase in Parking Fines

Dear Borough Manager Detwiler,

As part of our ongoing initiative to improve the public's experience with parking in Ambler and to bring our operations in line with modern best practices, we are proposing a \$2.00 increase to all parking fine amounts. This change is a component of a larger reform package designed to make enforcement more efficient, transparent, and customer-friendly.

**Background and Context**

Ambler's current parking system has long been criticized for being confusing, inefficient, and discouraging to patrons and visitors. Our mission is to rebuild public trust by establishing a parking system that is fair, accessible, and respectful of both the needs of our community and the operational realities of effective enforcement.

**Rationale for the \$2.00 Increase**

The proposed \$2.00 increase will directly support the implementation and sustainability of our new electronic ticketing system, known as T2. This modern platform allows us to send automated email and postal notifications to registered vehicle owners—improving communication, offering early payment reminders, and ultimately reducing the number of citations that escalate to district court. However, the cost to send each mailed notice is \$1.05, which adds significant expense to the enforcement process.

In recognition of those who pay promptly and do not require follow-up communications, we are also introducing a \$2.00 early payment discount for any ticket paid within seven days of issuance. This structure ensures that responsible parkers are not penalized by the fine increase, while the system remains financially viable and sustainable.

*"To Protect and Serve"*

**Complementary Reforms**

This fine adjustment is being introduced in tandem with two additional customer-focused improvements:

- Extending the window to pay tickets from 14 to 30 days, allowing for more local resolutions and minimizing costly court involvement.
- Introducing a modest \$3.00 late fee for tickets left unresolved after 15 days, which helps offset administrative costs and provides an incentive to act before incurring further court-related expenses.

**Conclusion**

The proposed \$2.00 increase is not simply a revenue measure—it is a vital step toward a more effective, communicative, and fair parking enforcement system. It enables us to fund the tools necessary for better service, while ensuring those who act responsibly are not unduly burdened. We believe these combined efforts will significantly improve public perception and support for parking operations in Ambler.

Thank you for your consideration and continued support as we work to modernize and improve our town's parking experience.

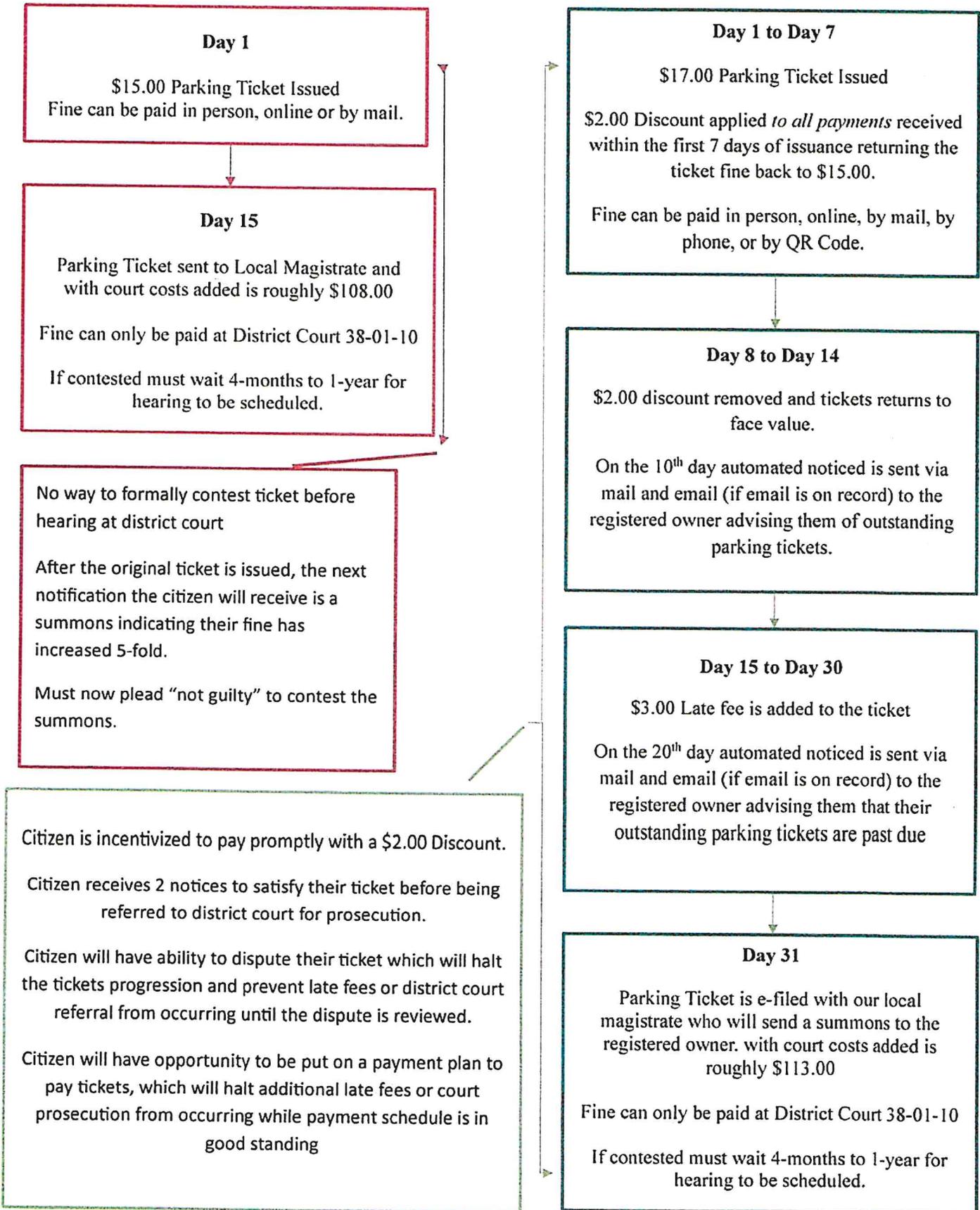
Respectfully,

Chief Jeff Borkowski

## Ambler Parking Ticket Flow Chart

### As Currently Practiced

### Proposed New Protocol



The Above example is based on a \$15.00 Meter Violation Ticket

**RESOLUTION 2025- \*\***  
**BOROUGH OF AMBLER**  
**MONTGOMERY COUNTY, PENNSYLVANIA**

A RESOLUTION REVISING PARKING VIOLATION FINES pursuant to the enabling provisions of existing Borough Ordinances and Regulations as established in Resolution 2025- \*\* adopted \*\*\*\*\*

**NOW THEREFORE BE IT RESOLVED** by Ambler Borough Council, that Parking Violation fees are fixed as follows:

- Parking Meter Violation - S17**
- Street Cleaning Violation - S17**
- Where Signs Prohibit Parking - S27**
- Within 20 Feet of a Crosswalk or at an Intersection - S27**
- Within 50 Feet of a Railroad Crossing - S27**
- Parked Within 30 Feet of any Traffic Control Device - S27**
- Parked on a Sidewalk or Curb - S27**
- Parked More Than 12" From Curb - S27**
- Double Parking - S27**
- In Front of a Public/ Private Driveway - S27**
- Facing Against Traffic Movement - S27**
- Parked in Permit Zone without a Permit - S27**
- Exceeded 15-minute Parking Zone - S27**
- Exceeded 2-hour Parking Zone - S27**
- Failure to Park within Designated Parking Lines - S27**
- Parking in a Fire Zone - S52**
- Within 15 Feet/ Front of a Fire Hydrant - S52**
- Parking in a HANDICAP ZONE - S52**
- Ambler Borough Weed Ordinance - S52**
- Ambler Borough Snow Removal Ordinance - S52**

**BE IT FURTHER RESOLVED** by Ambler Borough Council, that payment of fines shall be made within **Thirty (30) days of the violation**. A discount of \$2.00 shall be applied to payments received within 7 days of issuance. From the 8<sup>th</sup> day to the 15<sup>th</sup> day the fine amount will equal the face value indicated on the ticket. After the 15<sup>th</sup> day a late fee of \$3.00 shall be applied. If payment is not received within 30-Days, outstanding tickets will be referred to the local magistrate where a summons will be issued.

**ADOPTED** this \*\* day of \*\*\*\*\*, \*\*\*\*

*Sample Language for Resolution*

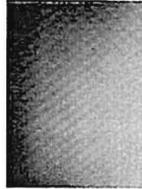


## Ambler Police

TICKET # TEST00001298  
 ISSUED: 07/31/25 18:21 Thu  
 LIC #: AAA1234  
 LIC STATE: PENNSYLVANIA  
 LOCATION: S MAIN ST  
 VEH MAKE: TOYOTA  
 VEH TYPE: 4 DOOR AUTO  
 VEH COL: BLACK  
 VIOLATION: E01-Parking Meter  
 Violation  
 METER NO: 22

**FINE: \$17**

IF PAID WITHIN 7 DAYS: .....\$15.00  
 AFTER 08/08/25: INCREASES TO:\$17.00  
 AFTER 08/15/25: INCREASES TO:\$20.00



High resolution color image on file

**37**

Signature  
 (#43H37)

If your vehicle was cited for the violation indicated above and you have been issued a fine. You can pay by mail or in person:

**Ambler Police Department**  
 131 Rosemary Ave.  
 Ambler, PA 19002

Make payment payable to:  
**Borough of Ambler**

Or Pay Online at:

[www.tocite.net/amblerpolice/portal](http://www.tocite.net/amblerpolice/portal)

Or Pay by Phone: (215) 642-8111

Or Scan QR Code to pay



Failure to pay within 30 days will result in Court, and a summons will be issued with additional costs added to the original fine.

Ambler Police Department  
131 Rosemary Avenue  
Ambler, PA 19002-4475  
(215) 646-1000

Sample 1<sup>st</sup> Notice



Date Of Notice: July 31, 2025  
Plate Number: ABC0595  
State: PA

John Smith  
123 Main St.  
Horsham, Pennsylvania 19044

### NOTICE OF OUTSTANDING PARKING TICKET(S)

Our records indicate that the parking ticket(s) listed below remain unpaid. You may resolve this matter by making payment online at: <https://www.tocite.net/amblerpolicedepartment/portal/ticket> or The Pay-By-Phone option by calling 215-642-8111 or Scanning the QR code provided below or Mailing a check or money order payable to: "The Borough of Ambler" for the total amount due.

Failure to pay will result in additional late fees.

Ticket Number	Date Issued	Violation	Location	Amount Due
AB16750312	7/31/2025 10:18 PM	Expired Meter	321 Main St.	\$0.00
AB16750270	7/28/2025 10:18 PM	Parked more than 12 Inc...	321 Main St.	\$0.00
AB16750236	7/24/2025 10:18 PM	Driving unregistered veh...	321 Main St.	\$0.00
AB16750216	7/21/2025 10:18 PM	Exceeded 15-min Parkin...	321 Main St.	\$0.00
AB16750185	7/18/2025 10:18 PM	Parked within 20 Feet of...	321 Main St.	\$0.00
<b>Total Amount Due</b>				<b>\$0.00</b>

Please send payment for your outstanding balance so that we can resolve the matter. If you have already sent us your payment, please disregard this notice. We appreciate your prompt attention to this matter. Failure to pay may result in court prosecution.

IF PAYING VIA MAIL, DETACH HERE AND INCLUDE THE BELOW WITH YOUR REMITTANCE

Ticket: AB16750312, AB16750270, AB16750236, AB16750216, AB16750185  
Date of Notice: July 31, 2025  
Plate Number: ABC0595 PA

Amount Due: \$0.00

Amount Enclosed: \_\_\_\_\_

Ambler Police Department  
131 Rosemary Avenue  
Ambler, PA 19002-4475  
(215) 646-1000



Scan to Pay

Sample 2<sup>ND</sup> Notice

Ambler Police Department  
131 Rosemary Avenue  
Ambler, PA 19002-4475  
(215) 646-1000



Date Of Notice: July 31, 2025  
Plate Number: ABC0595  
State: PA

John Smith  
123 Main St.  
Horsham, Pennsylvania 19044

### NOTICE OF OUTSTANDING PARKING TICKET(S) PAST DUE

Our records indicate that the parking ticket(s) listed below have not been satisfied. You may resolve this matter by making payment online at: <https://www.tocite.net/amblerpolicedepartment/portal/ticket> or The Pay-By-Phone option by calling 215-642-8111 or Scanning the QR code provided below or Mailing a check or money order payable to: "The Borough of Ambler" for the total amount due.

**\*\*Payment is Past Due\*\***

Ticket Number	Date Issued	Violation	Location	Amount Due
AB16750312	7/31/2025 10:18 PM	Expired Meter	321 Main St.	\$0.00
AB16750271	7/28/2025 10:18 PM	Parked more than 12 Inc...	321 Main St.	\$0.00
AB16750234	7/25/2025 10:18 PM	Driving unregistered veh...	321 Main St.	\$0.00
AB16750221	7/21/2025 10:18 PM	Exceeded 15-min Parkin...	321 Main St.	\$0.00
AB16750186	7/19/2025 10:18 PM	Parked within 20 Feet of...	321 Main St.	\$0.00
<b>Total Amount Due</b>				<b>\$0.00</b>

Please send payment for your outstanding balance so that we can resolve the matter. If you have already sent us your payment, please disregard this notice. We appreciate your prompt attention to this matter. Failure to pay will result in outstanding tickets being referred to District Court 38-01-10 for prosecution. If found guilty, additional fines and court costs will be imposed upon you.

#### IF PAYING VIA MAIL, DETACH HERE AND INCLUDE THE BELOW WITH YOUR REMITTANCE

<b>Ticket:</b>	AB16750312, AB16750271, AB16750234, AB16750221, AB16750186	<b>Amount Due:</b>	\$0.00
<b>Date of Notice:</b>	July 31, 2025	<b>Amount Enclosed:</b>	_____
<b>Plate Number:</b>	ABC0595 PA		

Ambler Police Department  
131 Rosemary Avenue  
Ambler, PA 19002-4475  
(215) 646-1000



Scan to Pay

**RESOLUTION 2025- \*\***  
**BOROUGH OF AMBLER**  
**MONTGOMERY COUNTY, PENNSYLVANIA**

A **RESOLUTION REVISING PARKING VIOLATION FINES** pursuant to the enabling provisions of existing Borough Ordinances and Regulations as established in Resolution 2025- \*\* adopted \*\*\*\*\*

**NOW THEREFORE BE IT RESOLVED** by Ambler Borough Council, that Parking Violation fees are fixed as follows:

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- Parked Within 30 Feet of any Traffic Control Device - \$27**
- Parked on a Sidewalk or Curb - \$27**
- Parked More Than 12" From Curb - \$27**
- Double Parking - \$27**
- In Front of a Public/ Private Driveway - \$27**
- Facing Against Traffic Movement - \$27**
- Parked in Permit Zone without a Permit - \$27**
- Exceeded 15-minute Parking Zone - \$27**
- Exceeded 2-hour Parking Zone - \$27**
- Failure to Park within Designated Parking Lines - \$27**
- Parking in a Fire Zone - \$52**
- Within 15 Feet/ Front of a Fire Hydrant - \$52**
- Parking in a HANDICAP ZONE - \$52**
- Ambler Borough Weed Ordinance - \$52**
- Ambler Borough Snow Removal Ordinance - \$52**

**BE IT FURTHER RESOLVED** by Ambler Borough Council, that payment of fines shall be made within **Thirty (30) days of the violation**. A discount of \$2.00 shall be applied to payments received within 7 days of issuance. From the 8<sup>th</sup> day to the 15<sup>th</sup> day the fine amount will equal the face value indicated on the ticket. After the 15<sup>th</sup> day a late fee of \$3.00 shall be applied. If payment is not received within 30-Days, outstanding tickets will be referred to the local magistrate where a summons will be issued.

**ADOPTED** this \*\* day of \*\*\*\*\*, \*\*\*\*

DEVO & Associates, LLC  
 1252 Haddonfiel Berlin Rd  
 Unit 3  
 Voorhees, NJ 08043

# Estimate

Date	Estimate #
7/31/2025	21805-2830

Name / Address
Borough of Ambler Kyle Detweiler 131 Rosemary Avenue Ambler, PA 19002

			Project
Description	Qty	Cost	Total
Strada S5 Touch Screen with Coin & Credit Card Payment Options	4	7,975.00	31,900.00
Strada Rapide Coin Box	4	265.00	1,060.00
Installation of Meter	4	750.00	3,000.00
Setup Fee (Credit Card Processing)	1	0.00	0.00
WebOffice Back Office Includes: All Mode Configuration Maintenance alarms alerts to cell phone Reporting ( Standard) Credit Card Gateway Cellular Communication Fees Support	4	69.70	278.80
Shipping & Handling	4	0.00	0.00
THANK YOU FOR YOUR BUSINESS!		<b>Total</b>	\$36,238.80

Customer Signature \_\_\_\_\_

DEVO & Associates, LLC  
 1252 Haddonfiel Berlin Rd  
 Unit 3  
 Voorhees, NJ 08043

# Estimate

Date	Estimate #
7/31/2025	21805-2832

Name / Address
Borough of Ambler Kyle Detweiler 131 Rosemary Avenue Ambler, PA 19002

			Project
Description	Qty	Cost	Total
S5 Touch Screen Meter Cashless . Credit Card Only	4	6,270.00	25,080.00
Installation & Training	4	750.00	3,000.00
Setup Fee (Credit Card Processing)	1	0.00	0.00
WebOffice Back Office Includes: All Mode Configuration Maintenance alarms alerts to cell phone Reporting ( Standard) Credit Card Gateway Cellular Communication Fees Support	4	69.70	278.80
Shipping & Handling	4	0.00	0.00
THANK YOU FOR YOUR BUSINESS!		<b>Total</b>	\$28,358.80

Customer Signature \_\_\_\_\_

**RESOLUTION**

**BE IT RESOLVED**, by authority of the Borough Council of the Borough of Ambler, Montgomery County, and it is hereby resolved by authority of the same, that the Borough Manager of said Municipality be authorized and directed to sign the Winter Maintenance Services Agreement on its behalf.

ATTEST:

Borough of Ambler

\_\_\_\_\_ Secretary  
(Signature)

By: \_\_\_\_\_ Borough Manager  
(Signature)

I, Glynnis Siskind, President of the Borough Council of the Borough of Ambler, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Borough of Ambler, held the 15th day of August , 2025.

Date:

\_\_\_\_\_ President  
(Signature)

**NOTE: Signature on the Agreement must conform with the signature on this Resolution.**

DATE: \_\_\_\_\_  
 (*PennDOT will insert*)

AGREEMENT NO.: 3900040512  
 FEDERAL I.D. NO.: 23-6002836  
 SAP VENDOR NO.: 138910

### Winter Maintenance Services Agreement

This Winter Maintenance Services Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PennDOT");

and

Borough of Ambler, an entity legally authorized to enter into this Agreement, acting through its proper officials ("Service Provider").

### BACKGROUND

To ensure an efficient and effective maintenance program during winter seasons, PennDOT enters into this agreement to transfer winter maintenance responsibilities to the Service Provider, which has the equipment, personnel and commitment to perform winter maintenance work for the designated state highways (state routes), including bridges and approaches, subject to payment by PennDOT and the terms and conditions of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. **Description of Work.**

- a. **Service Provider General Responsibility.** Service Provider shall remove snow and ice, provide de-icing and anti-skid materials and apply de-icing and anti-skid treatments for the Snow Lane Miles of designated state routes set forth on Exhibit "A" to this Agreement, including bridges and approaches on the delineated state routes, during the Winter Season. Exhibit "A" is attached and incorporated by reference into this Agreement.
- b. **Service Provider Level of Service and Performance Measures.** The Service Provider shall perform work promptly and efficiently to facilitate the safe and unimpeded flow of traffic. Work shall comply with the then-current versions of PennDOT's: 1) Maintenance Manual ("Publication 23") including its Chapter 4; 2) Highway Foreman Manual ("Publication 113") including its Chapter 5 and Assembly 712-7521-01; and 3) Highway Construction Specifications ("Publication 408") including Sections 703.4 and

722, all of which are available on PennDOT's website, are amended from time-to-time, and incorporated into this Agreement by reference. Within these publications, the term "Municipality" shall mean "Service Provider."

c. **Key Definitions**

1. **Snow Lane Mile.** A "Snow Lane Mile" is a travel lane that is up to twelve (12) feet wide and one (1) lineal mile long. Where travel lanes are wider than twelve (12) feet, additional lane miles shall be computed and reflected on Exhibit "A" pursuant to then-existing PennDOT policy, which at present is articulated in Chapter 4 of the PennDOT Maintenance Manual, Publication 23, which is available on PennDOT's publicly accessible website.
  2. **Winter Season.** The "Winter Season" for the purpose of this Agreement shall commence October 15 of each year and end on April 30 of the following year, unless amended by PennDOT.
2. **Required Permits.** If the Service Provider's equipment must traverse a bridge with a posted weight restriction, the Service Provider shall apply to the posting authority for a permit pursuant to 67 Pa. Code Chapter 191. The Service Provider shall refile permit applications as needed during the term of this Agreement and obtain permits for each succeeding Winter Season for which this Agreement is renewed. Failure to obtain the permits shall be cause for termination of this Agreement.
3. **Term of Agreement.** The initial term of this Agreement is five (5) years ("initial term"). The initial term shall commence upon the earlier of the full execution date (which is the date of all required Commonwealth signatures being affixed after the parties' signatures) or the start of the first Winter Season (October 15) and end on October 14 of the year when the fifth Winter Season is completed. After the initial term (covering five (5) Winter Seasons) ends, the Agreement will automatically renew on October 15 for five (5) additional one (1) year periods unless the parties mutually agree, in writing, prior to June 30 of the fifth year of the initial term or June 30 of any one (1) year renewal period, to terminate the agreement prior to the commencement of a subsequent renewal period.
4. **Base Payment Rate.** PennDOT shall pay the Service Provider a base rate per Snow Lane Mile ("base rate") for the first Winter Season of this Agreement on or about October 15 of the first Winter Season. The base rate to be paid per Snow Lane Mile shall be set forth on Exhibit "A" of this Agreement and may consider different rates per Snow Lane Mile in accordance with PennDOT policy for the characteristics of the state routes being serviced.

5. **Adjusted Base Payment Rates for Subsequent Years.** For each of the following four years of the initial term and any annual renewal term thereafter, the base rate will annually be increased by 2% and paid on or about October 15. PennDOT will send, annually, a revised funds encumbrance document, or then-equivalent, to the Office of Comptroller Operations to facilitate the payment of sums of money pursuant to the terms and conditions of this Agreement.

6. **Computation of Annual Payment and Invoicing.** The total annual payment to the Service Provider shall equal the base rate, as adjusted, multiplied by the Snow Lane Miles reflected on the then current version of Exhibit "A." The Service Provider shall invoice PennDOT on or after October 15 for each Winter Season based on the total annual payment calculated under this Section.

7. **Amendment of Snow Lane Miles and Payment.**

a. **Snow Lane Miles.** The Snow Lane Miles upon which payment will be computed are those Snow Lane Miles set forth on the then current version of Exhibit "A." Exhibit "A" may be amended to reflect the addition, subtraction or modification of Snow Lane Miles, as agreed between the parties. Additions, subtractions or modifications of Snow Lane Miles shall only be initiated upon the sending of a letter from PennDOT to the Service Provider (to the attention of the personnel at the address listed below in the Notice provisions) containing an amended Exhibit "A." The letter shall be reviewed, signed and dated by the Service Provider, and promptly returned to PennDOT. The letter shall become effective at the start of the next Winter Season. For letters issued during a Winter Season, services to be performed by the Service Provider with respect to additions, subtractions or modifications shall become effective immediately upon full execution of the letter; but for purposes of the computation of payment, additions, subtractions or modifications to Snow Lane Miles will become effective at the start of the next Winter Season. The signatories to this letter shall only be the authorized officials of PennDOT and the Service Provider, with the Office of Comptroller Operations receiving a copy of the fully executed letter and amended Exhibit "A."

b. **Payment Adjustments.** The base rate may only be adjusted in the event of a severe winter adjustment (defined below), or where authorized by this Agreement to compensate a Service Provider during a winter emergency. Payment adjustments shall be made by letter signed only by an authorized signatory for PennDOT, as follows:

1. **Severe Winter Adjustment.** PennDOT may, in its sole discretion, agree that additional payment is warranted if a

Service Provider experiences a level of work above a reasonable quantity of winter weather events during a Winter Season, either in frequency or severity. If PennDOT determines that a severe winter adjustment is warranted, it will issue a letter reflecting the amount to be paid as a severe winter adjustment as a percent increase to the then-current Winter Season's base rate, as adjusted. Severe winter adjustments will provide a one-time payment that does not impact the base rate computation, as adjusted, for payment in future years.

2. **Winter Emergency.** If a winter emergency necessitates work before this Agreement is fully executed, or before or after the defined "Winter Season," PennDOT's District Executive may issue a written letter to the Service Provider that: (a) finds that an emergency exists under the then-current version of Section 516 of the Procurement Code, 62 Pa C.S. § 516, and (b) authorizes the Service Provider to begin winter maintenance services, subject to the terms and conditions of this Agreement if executed, or otherwise the version of this Agreement most recently provided to the Service Provider. If the Service Provider receives an emergency winter maintenance services letter from the District Executive, PennDOT shall pay the Service Provider's costs incurred to service the state routes as a result of the onset of a winter weather emergency necessitating the provision of the services under this Agreement.
- c. **Funding Adjustments.** PennDOT will adjust the encumbrance of funds to pay Service Provider upon the computation of the annual payment, amendments to Snow Lane Miles and payment adjustments described in this Section of the Agreement.
8. **Relationship of the Parties.** The Service Provider undertakes the responsibilities as an independent contractor and its principals, employees, lessors or contractors, or any other person or entity acting on behalf of Service Provider, shall not be considered employees of PennDOT for any purpose.
  9. **Termination for Cause by PennDOT.** If the Service Provider fails to comply with the terms of this Agreement, PennDOT may terminate the Agreement upon giving ten (10) days written notice to the Service Provider. PennDOT may allow a Service Provider to cure any performance deficiencies or failures to comply with the terms of this Agreement prior to termination. Ten days' notice or a cure period may be withheld by PennDOT, in its discretion, when an event of default warrants immediate action necessary to protect the health, safety and welfare of the motoring public. If the

Agreement is terminated for cause, then PennDOT shall not be obligated to pay any amount of money to the Service Provider. If termination for cause is later determined to be invalid or unwarranted, the termination for cause shall be considered to be a termination for convenience.

10. **Termination for Convenience by PennDOT.** PennDOT reserves the right to terminate this Agreement for convenience, effective immediately upon issuance of a letter to the Service Provider, if it determines that termination is in the best interests of PennDOT.

11. **Payment Adjustments after Termination.** If the Agreement is terminated for cause or convenience after an annual payment to Service Provider for which services have not been rendered, the Service Provider shall reimburse PennDOT for any such annual payment for which services have not been rendered. PennDOT will invoice Service Provider and Service Provider shall pay PennDOT within 30 days of the effective date of the termination of this Agreement. Only in the case of termination for convenience, will Service Provider be able to retain the pro rata portion of the annual payment Service Provider would have received pursuant to this Agreement up to the effective date of termination. For clarification, the pro rata adjustment under this section shall equal the total amount that Service Provider would have received for the full Winter Season multiplied by the total number of days from the start of the Winter Season through the date when termination is effective divided the total number of days in the full Winter Season. If Service Provider receives annual County or Municipal Liquid Fuels Fund allocations, PennDOT reserves the right, and Service Provider agrees, that PennDOT may withhold future allocations of such funds to collect any unpaid balances owed to PennDOT beyond 60 days of the effective date of termination.

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

- a. **Right-to-Know Law Provisions.** The current version of the Contract Provisions—Right to Know Law, attached to and made part of this Agreement as Exhibit B;
- b. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached to and made part of this Agreement as Exhibit C;
- c. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, which are attached to and made part of this Agreement as Exhibit D;

- d. **Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are attached to and made part of this Agreement as Exhibit E;
- e. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, which are attached to and made part of this Agreement as Exhibit F; and,
- f. **Enhanced Minimum Wage Provisions.** The current version of the Enhanced Minimum Wage Provisions, which are attached to and made part of this Agreement as Exhibit G.

13. **Offset Provision.** The Service Provider agrees that the Commonwealth of Pennsylvania (Commonwealth), including PennDOT, may set off the amount of any state tax liability or other obligation of the Service Provider or its subsidiaries to the Commonwealth against any payments due the Service Provider under any contract with the Commonwealth.

14. **Automated Clearing House Network Provisions.**

- a. The Commonwealth will make payments to the Service Provider through the Automated Clearing House (“ACH”) Network. Within 10 days of the execution of this Agreement, the Service Provider must submit or must have already submitted its ACH information in the Commonwealth’s Master Database. The Service Provider will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
- b. The Service Provider must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth’s ACH remittance advice to enable the Service Provider to properly apply the state agency’s payment to the respective invoice or program.
- c. It is the responsibility of the Service Provider to ensure that the ACH information contained in the Commonwealth’s Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

15. **Audit and Maintenance of Records.** PennDOT and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the Service Provider to the extent that they relate to the Service Provider's performance of this Agreement and the costs incurred by the Service Provider in providing services under it. The Service Provider shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.

16. **Choice of Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of Pennsylvania courts. The Service Provider consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Service Provider agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

17. **Liability.** The Service Provider is performing this Agreement as an independent contractor and its officials, employees and contractors shall not be considered employees of PennDOT or the Commonwealth of Pennsylvania for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. § 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.

18. **Amendments and Modifications.** Except for the Snow Lane Mile and Payment Adjustments provided for above via letter, amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.

19. **Strategic Environmental Management Program ("SEMP").** PennDOT has implemented a SEMP. As part of SEMP, PennDOT has established a Green Plan Policy that can be found on PennDOT's website and is also posted at PennDOT's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The Service Provider shall ensure that they have reviewed and are familiar with the SEMP and PennDOT's Green Plan Policy available on PennDOT's website.

20. **Titles not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.

21. **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 of the laws of the Commonwealth 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.

22. **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 party 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.

23. **Assignment.** This Agreement may not be assigned by the Service Provider, either in whole or in part, without the written consent of PennDOT.

24. **Third-Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in person or on persons or entities not a party to this Agreement.

25. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person:

If to PennDOT:

Name or Title: Highway Maintenance Manager

Address: 7000 Geerdes Boulevard

King of Prussia, PA 19406

Fax Number:

Email Address: stelantz@pa.gov

If to the Service Provider:

Name or Title: Borough Manager

Address: 131 Rosemary Avenue

Ambler, PA 19002

Fax Number:

Email Address: manager@borough.ambler.pa.us

26. **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. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[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:

Service Provider \*

BY \_\_\_\_\_  
Signature DATE

BY \_\_\_\_\_  
Signature DATE

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**\*If the Service Provider is a municipality that is required to pass a resolution to authorize the signatory, it must provide a resolution authorizing signature authority at the time of Agreement submission. Attestation is only required where a Resolution requires attestation or there is a legal requirement for an attestation (witness). Absent a resolution, the person signing for the Service Provider represents that they are authorized to bind the Service Provider and all such acts prerequisite to such authority have been undertaken; PennDOT will rely on this representation in entering into this Agreement.**

**DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM  
AND LEGALITY

BY \_\_\_\_\_  
Title: DATE

BY \_\_\_\_\_  
for Chief Counsel DATE

FUNDS COMMITMENT DOCUMENT  
NO. 3900040512

BY \_\_\_\_\_  
for Comptroller Operations DATE

Preapproved Form: OGC No. 18-FA-80.0

OAG Approved 7/13/2021

2025-26

AGREEMENT NO. 3900040512  
 YEAR 1  
 OF 10

CONTRACT EXHIBIT A

COUNTY: Montgomery  
 MUNICIPALITY: Ambler Borough  
 SAP #: 138910

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC	COST
2020	Lower Gwynedd Township Border (Mt. Pleasant Avenue) to Bethlehem Pike	0020	1327	0040	1559	2.9	D	\$1,378.53	\$3,997.74

\*For the Standard Agreement, rates may vary per county depending on the MFC - see Attachment A Rate Schedule  
 \*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

MILEAGE MFC B = 0  
 MILEAGE MFC C = 0  
 MILEAGE MFC D = 2.9  
 MILEAGE MFC E = 0

TOTAL MILEAGE 2.90

TOTAL COST = \$3,997.74

TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average.

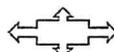
Total Amount Encumberance

1st Year:	\$3,997.74
2nd Year:	\$4,077.89
3rd Year:	\$4,159.25
4th Year:	\$4,242.43
5th Year:	\$4,327.28
6th Year:	\$4,413.82
7th Year:	\$4,502.10
8th Year:	\$4,592.14
9th Year:	\$4,683.99
10th Year:	\$4,777.67
<b>TOTAL:</b>	<b>\$43,774.10</b>

**Contract Provisions – Right to Know Law**

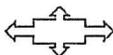
- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out 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 B



- 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 B



**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 C



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 C



January 14, 2015

**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 it 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 D



- 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.



October 14, 2011

**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 E



## 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 F

### Enhanced Minimum Wage Provisions (July 2022)

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
2. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
  - b. covered by a collective bargaining agreement;
  - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - d. required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

**CREATE SAP FUNDS COMMITMENT/RESERVATION**

Document number

Org Code 0640

Contact Person Stephen Lantz

Document Type FMZ1 for Funds Commitment

Phone Number 610-205-6987

Document Type FMX1 for Funds Reservation

Email stelantz@pa.gov

(mark one of the above - **do not** forward to Comptroller if FMX1)

Vendor Name Ambler Borough

Doc. Text 10-Year Winter Mun Agreement

Description and Justification: Total Agreement Value: \$43,774.10

Line Item	Orig. Amount	Line Text	Vendor	Fund	Budget Period	G/L Account	Cost Center	Order	WBS Element
1	3,997.74	2025/2026 WINTER MUN AGREEMENT	138910	1058200712	2025	6344450	7840640000		T-0SNOWS09MSA-0640-712
2	4,077.69	2026/2027 WINTER MUN AGREEMENT	138910	1058200712	2026	6344450	7840640000		T-0SNOWS09MSA-0640-712
3	4,159.25	2027/2028 WINTER MUN AGREEMENT	138910	1058200712	2027	6344450	7840640000		T-0SNOWS09MSA-0640-712
4	4,242.43	2028/2029 WINTER MUN AGREEMENT	138910	1058200712	2028	6344450	7840640000		T-0SNOWS09MSA-0640-712
5	4,327.28	2029/2030 WINTER MUN AGREEMENT	138910	1058200712	2029	6344450	7840640000		T-0SNOWS09MSA-0640-712
6	4,413.82	2030/2031 WINTER MUN AGREEMENT	138910	1058200712	2030	6344450	7840640000		T-0SNOWS09MSA-0640-712
7	4,502.10	2031/2032 WINTER MUN AGREEMENT	138910	1058200712	2031	6344450	7840640000		T-0SNOWS09MSA-0640-712
8	4,592.14	2032/2033 WINTER MUN AGREEMENT	138910	1058200712	2032	6344450	7840640000		T-0SNOWS09MSA-0640-712

**Comptroller Use Only**

Comments:

Approve  Reject  Signature:

Date: / /

CREATE SAP FUNDS COMMITMENT/RESERVATION

Document number

Org Code 0640

Contact Person Stephen Lantz

Document Type FMZ1 for Funds Commitment

Phone Number 610-205-6987

Document Type FMX1 for Funds Reservation

Email stelantz@pa.gov

(mark one of the above - **do not** forward to Comptroller if FMX1)

Vendor Name Ambler Borough

Doc. Text 10-Year Winter Mun Agreement

Description and Justification: Total Agreement Value: \$43,774.10

Line Item	Orig. Amount	Line Text	Vendor	Fund	Budget Period	G/L Account	Cost Center	Order	WBS Element
1	4,683.99	2033/2034 WINTER MUN AGREEMENT	138910	1058200712	2033	6344450	7840640000		T-0SNOWS09MSA-0640-712
2	4,777.67	2034/2035 WINTER MUN AGREEMENT	138910	1058200712	2034	6344450	7840640000		T-0SNOWS09MSA-0640-712
3									
4									
5									
6									
7									
8									

Comptroller Use Only

Comments:

Approve  Reject  Signature: \_\_\_\_\_

Date: / /

**Public Utilities Committee**

The previous Committee meeting was held on July 11, 2025, at 7:00pm. Committee Members: Karen Sheedy - Chair, Amy Hughes, Lou Orehek, and David Hui.

**The Committee will not consider any recommendations at this time.**

**The following business will be discussed:**

1. A temporary construction easement for the work needing to be performed at Well 14. **(Enclosed)**
2. A proposal from Arris Engineering for designing EPS-1 and EPS-2's MMC panel changeout. **(Enclosed)**
3. A proposal from Rio Supply Inc. for replacement and installation of water meters. **(Enclosed)**

**Items For Consideration:**

Not applicable.



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description  
Temporary Construction Easement 2 on  
Block 21, Unit 004, Lands N/F Samantha & Matthew Bloch  
Upper Dublin Township, Montgomery County, Pennsylvania**

Beginning at a ¾" rebar found on a common corner between Block 21, Unit 004, lands N/F Samantha & Matthew Bloch and Block 22A, Unit 075, lands N/F Butler Park Condo Assn, said point being South 60° 24' 59" East, a distance of 60.71 feet from a ¾" rebar found on the southeasterly right-of-way line of E. Butler Pike, and from said Point of Beginning the following courses, thence;

1. Along the dividing line between Block 21, Unit 004, lands N/F Samantha & Matthew Bloch and Block 22A, Unit 075, lands N/F Butler Park Condo Assn, North 60° 24' 59" West, for a distance of 16.62 feet to a point, thence;
2. Through said lands of Samantha & Matthew Bloch, North 49° 51' 14" East, for a distance of 47.97 feet to a ¾" rebar found on the dividing line between said lands of Samantha & Matthew Bloch and said lands of Butler Park Condo Assn, thence;
3. Along said dividing line, South 29° 35' 01" West, for a chord distance of 45.00 feet to the POINT AND PLACE OF BEGINNING.

Containing 374 square feet or 0.01 acres, more or less.

Attached hereto as Exhibit 'A' is a plan entitled "Easement Exhibit Plan, Ambler Borough Water Department, Well 14 Manganese & PFAS Treatment System, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated May 22, 2025, and by this reference made a part hereof.

Dated: May 22, 2025  
File No.: 21-04054-01  
Prepared by: Russell T. Cross, Professional Land Surveyor  
Pennsylvania License No.: SU075552  
*RTC/dm*

DRAWN BY: DM

SCALE: 1" = 25'

DATE: 05/22/2025

JOB NO.: 21-04054-01

AMBLER BOROUGH WATER DEPARTMENT  
WELL 14 MANGANESE & PEAS TREATMENT SYSTEM

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

GILMORE & ASSOCIATES, INC.  
ENGINEERING & CONSULTING SERVICES

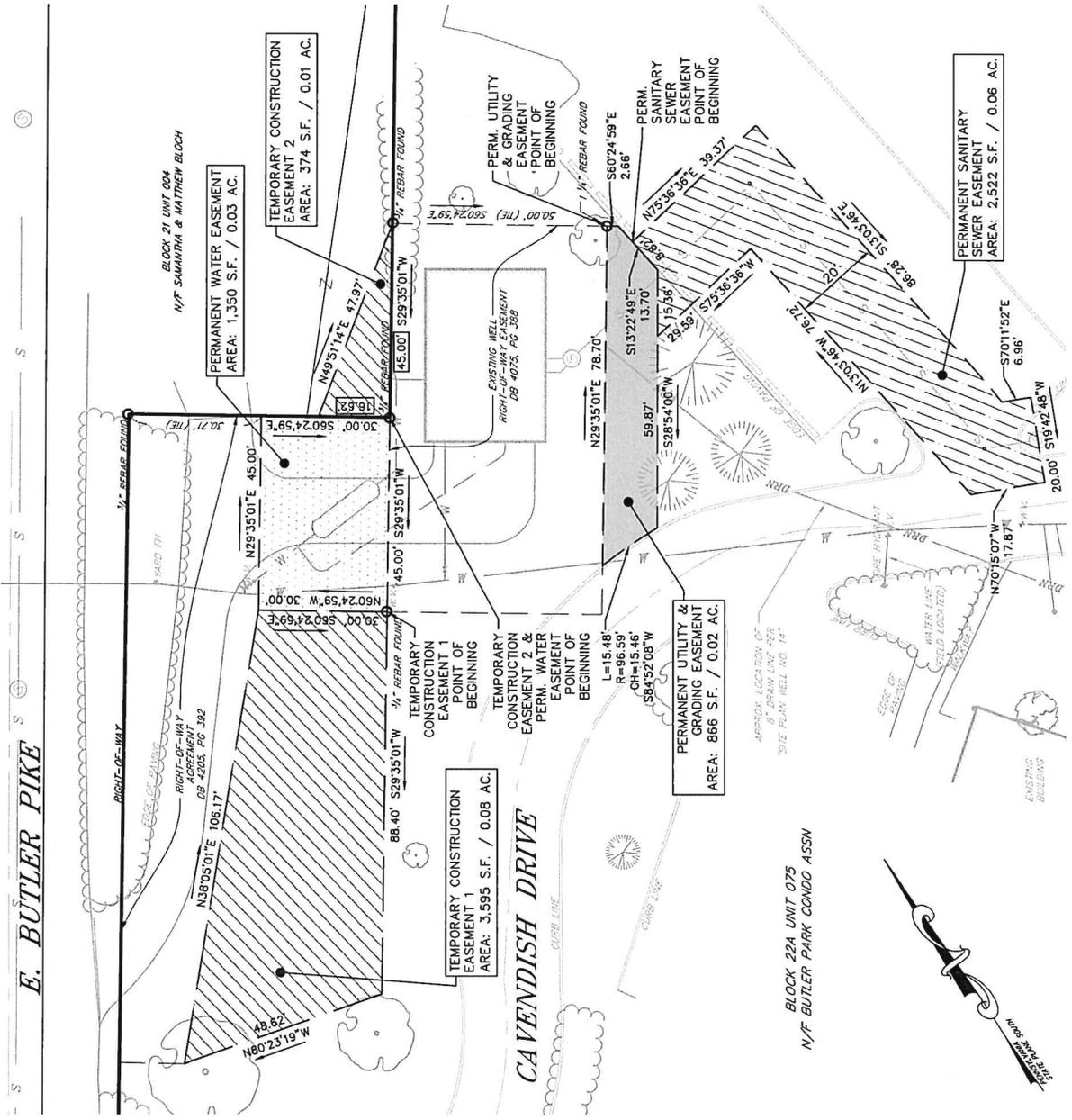
66 EAST BUTLER AVENUE, SUITE 100, NEW BRITAIN, PA 18901 • (215) 345-1330

SCALE: IN FEET

0 25 50

- NOTES:**
- THIS EXHIBIT IS BASED ON CURRENT DEEDS OF RECORD, TAX MAPS OBTAINED FROM MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA AND PHYSICAL EVIDENCE FOUND UPON FIELD RECONNAISSANCE.
  - THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AND WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. OTHER RIGHTS TO PROPERTY MAY EXIST.
  - THIS EXHIBIT IS TO ACCOMPANY DESCRIPTION ONLY.
  - TEMPORARY CONSTRUCTION EASEMENT.
  - PERMANENT WATER EASEMENT.
  - PERMANENT UTILITY & GRADING EASEMENT.
  - PERMANENT SANITARY SEWER EASEMENT.
- REFERENCES:**
- TAX MAP FOR THE TOWNSHIP OF UPPER DUBLIN, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA.
  - PLAN ENTITLED "AMBLER BOROUGH WATER DEPARTMENT, WELL 14 MANGANESE & PEAS TREATMENT SYSTEM, DEMOLITION & SITE PLAN, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA", PREPARED BY GILMORE & ASSOCIATES, INC., DATED NOVEMBER 27, 2024.
  - DEED BOOK 4075, PAGE 388 - RIGHT-OF-WAY DEED.
  - DEED BOOK 4781, PAGE 1119 - BLOCK 22A, UNIT 075.
  - DEED BOOK 6250, PAGE 1117 - BLOCK 21, UNIT 004.

**PROGRESS PLOT**  
**05/19/2025**





July 26, 2024

Mr. Jarrett Evans  
Superintendent  
Ambler Wastewater Treatment Plant  
Ambler, PA. 19002

RE: Borough of Ambler-Proposal for Ambler WWTP  
Design of EPS-1 and EPS-2 MCC Replacement

Jarrett,

Thank you for the opportunity to submit this proposal for electrical engineering services.

#### **SCOPE OF WORK**

It is understood that the intent of the project is to provide Engineering Services for the development of pricing and construction plans for the replacement of the Motor Control Centers (MCC's) at each of the above referenced pump stations.

Generally, the work will include the following:

- Field collection of electrical wiring information and routing of conductors.
- Verify active loads on each of the MCC's.
- Design replacement, key interlocked circuit breaker panels, that will replace the existing MCC's.
- Dual service panels will maintain spare positions for future addition of loads.
- Elimination of capacitor banks on the existing MCC's.
- Provide combination motor starters to replace any remaining starters in the existing MCC's.

#### **FEE FOR SERVICES**

Arris Engineering's fixed fee is **Twenty Thousand Dollars (\$ 20,000.00)** for the pricing and construction plans.

Additional scope items required will not be undertaken without written approval and will be billed based on the attached Rate Schedule. Reimbursable expenses are included in the above fee, except courier services and additional hard copies of prints, if required, will be invoiced at cost.




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## SCHEDULE

Arris will initiate this project immediately and will have the design completed within two (2) weeks.

## CLARIFICATIONS

- All drawings will be submitted in AutoCAD and PDF format.
- Pricing plans have already been distributed in order to expedite project completion.

## PAYMENT

Billing will be submitted on a monthly basis for that percentage of total work completed. If work is stopped or delayed for any reason, payment will be expected for that percentage of work completed. Payment will be due within 60 days of invoice date.

Once again thank you for this opportunity to provide you with engineering services. If you have any questions, please call me at 570-825-7760 x.301.

Respectfully,

A handwritten signature in black ink that reads 'Richard Szatkowski'.

Richard Szatkowski, PE  
Principal | Arris Engineering Group, Ltd.

Attch: Rate Schedule, Reimbursable Schedule

\_\_\_\_\_  
Authorized Signature to Proceed

\_\_\_\_\_  
Date



## Parks and Recreation Committee

The previous Committee meeting was held on June 3, 2025, at 7:00pm. Committee Members: Jen Henderson - Chair, Nancy Roecker-Coates, David Hui and Redmond Brubaker.

**The Committee will not consider any recommendations at this time.**

**The following business will be discussed:**

1. Consideration of the Pennsylvania Department of Conservation & Natural Resources (DCNR) Circuit Rider Grant Program. **(Enclosed)**

### **Items For Consideration:**

Not applicable.



To: Parks and Recreation Committee  
From: David Hui, Council Member  
Date: July 15, 2025

Subject: Feasibility of Hiring a Full-Time Parks & Recreation Professional via DCNR Circuit Rider Program

## Summary

I am writing to formally propose that we explore the feasibility of hiring a full-time Parks and Recreation employee through the Pennsylvania Department of Conservation and Natural Resources (DCNR) Circuit Rider Grant Program. This initiative offers a unique opportunity for Ambler Borough to enhance our recreational programming, improve maintenance and coordination across park assets, and build capacity to support strategic projects such as the Third Places Initiative and future green space enhancements.

The DCNR Circuit Rider Program is specifically designed to assist local governments in hiring a dedicated professional to develop or expand community recreation and park services. The program can cover a significant portion of salary and benefits over a multi-year period, easing the financial burden on the borough while establishing a sustainable long-term role.

## 1. Program Overview & Resources

Pennsylvania's DCNR Circuit Rider grant provides up to 4 years of salary funding to support county/regional hires aimed at expanding recreation, parks, and conservation functions

The details:

- Year 1: 100% of gross salary
- Year 2: 75%
- Year 3: 50%
- Year 4: 25%
- +\$2,000 in training funds and \$1,500/year for professional mentoring

The first step is to coordinate with DCNR's local regional advisor and complete a Peer Grant if required before applying to the Circuit Rider program.



## 2. Financial Model: Cost & Long-Term Impact

Year	DCNR Grant Share	Borough Salary Contribution*	Benefit Budget Liability	Borough Net Outlay
2026	100%	~\$0	Benefits (~30%)	Benefits only (~30%)
2027	75%	~25%	Benefits + 25% salary	~55% of total comp.
2028	50%	50%	Benefits + 50% salary	~80% of total comp.
2029	25%	75%	Benefits + 75% salary	~105% of total comp.
2030+	0%	100%	Benefits + >100%	Full cost + inflation adjustment

*\*Assumes a modest first-year salary of \$40,000, consistent with DCNR's recommendation. Benefits (health, retirement, etc.) typically add 30% or more on top.*

### Key takeaways:

- Year 1: minimal cost to borough; DCNR covers full salary.
- Years 2–4: borough gradually assumes a larger share.
- Post-Year 4: full ongoing financial commitment (~\$52,000/year including benefits).
- Non-salary costs—like office space, insurance, admin overhead—must be budgeted by the borough.

Potential returns are significant: increased recreation programming, proactive grant writing, volunteer oversight, and improved park maintenance. Revenues from program fees could offset some costs, but many services—especially those targeting underserved populations—will rely on tax support.

## 3. Recommended Next Steps

1. Reach out to DCNR Southeast Region advisor to confirm regional fit and timelines.
2. Determine if a Peer Grant is required, and budget ~\$10–18K with a 10% borough match



3. Conduct a preliminary financial analysis, aligning the salary model above with borough budget cycles.

#### 4. Helpful Links

[DCNR Circuit Rider Grant Policy \(PDF\)](#) – key guidelines and eligibility info

[DCNR Peer & Circuit Rider overview](#) – program descriptions

#### 5. Conclusion

Investing in a full-time Parks & Recreation professional through DCNR's Circuit Rider grants offers:

- Zero salary expense in Year 1
- A graduated funding model, easing long-term budgeting
- A strategic opportunity to improve programming, community engagement, and grant-readiness

With early coordination and alignment, Ambler Borough can seize this state-supported opportunity with minimal upfront cost and significant long-term benefits.

I'm happy to help coordinate discussions with DCNR, gather financial projections, or assist with drafting grant applications.

## Salary & Personnel Committee

The previous Committee meeting was held on June 3, 2025, at 7:00pm. Committee Members: – Chair Glynnis Siskind, Jen Henderson, Karen Sheedy and Elizabeth Iovine.

**The Committee will not consider any recommendations at this time.**

**The following business will be discussed:**

1. Not applicable.

### **Items For Consideration:**

Not applicable.