



## **BOROUGH OF AMBLER COUNCIL MEETING AGENDA**

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

**August 20, 2024**

**7:00 p.m.**

**Minutes for Consideration:  
July 16, 2024**

### **COMMITTEE REPORTS:**

FINANCE & PLANNING  
PUBLIC SAFETY  
PUBLIC UTILITIES  
PARKS & RECREATION  
SALARY & PERSONNEL

**An executive session is scheduled for 6:45**

## Finance & Planning Committee

The Committee meeting was held on August 6, at 7:00pm. Committee Members: – Elizabeth Iovine - Chair, Karen Sheedy, Lisa Auerbach .

**The Committee will consider the following recommendations.**

1. That the July bills be paid in the amount of \$1,776,712.31.

#	FUND	July 1st Run	July 2nd Run	TOTALS
1	GENERAL	53,454.43	119,650.37	173,104.80
2	STREET LGTS	-	6,329.19	6,329.19
3	FIRE	180,920.10	-	180,920.10
4	REFUSE	57,107.40	8,025.01	65,132.41
5	PARKS & REC	1,809.99	5,649.91	7,459.90
6	WATER	695,574.59	63,944.79	759,519.38
8	SEWER	212,721.66	13,426.39	226,148.05
9	WWTP	94,699.36	260,726.62	355,425.98
35	LIQUID FUELS	2,672.50	-	2,672.50
30	WATER CAPITAL	-	-	-
	TOTALS	1,298,960.03	477,752.28	1,776,712.31
	VOID CHECKS *	-	-	-
	GRAND TOTAL	1,298,960.03	477,752.28	1,776,712.31

2. The Montgomery County Planner gave a presentation to go over the proposed revisions to the Transit Oriented Development Ordinance that include additional Uses, Aesthetics, Development Bonuses, and Architectural Elements that the Borough Planning Commission and County Planner have prepared. **(attachments)** A motion to advertise is requested.
3. Recommend adoption of Resolution 2024- 9 appointing delegates to the Tax Collector Committee. **(attached)**
4. An update on the trees at Pickering Field is **attached**.
5. A recommendation is requested to approve the Northern Montgomery County Recycling Agreement and advertise the updated Municipal Waste and Recycling Ordinance for adoption. **(attached)**

**The following business will be discussed:**

1. The Borough Engineer's report was received.
2. **Attached** is the new Zoning Hearing Board notice for 27 W. Butler
3. The 219 Hendricks Street subdivision proposing a two-lot subdivision preserving the existing home is being reviewed by the Planning Commission.

**Recommendations:**

1. That the July bills be paid in the amount of \$1,776,712.31.
2. A recommendation is requested to advertise the Transit Oriented Development Ordinance amendments that include additional Uses, Aesthetics, Development Bonuses, and Architectural Elements that the Borough Planning Commission and County Planner have prepared.
3. Recommend adoption of Resolution 2024-9 appointing delegates to the Tax Collector Committee.
4. A recommendation is requested to approve the Northern Montgomery County Recycling Agreement.

**AMBLER BOROUGH, MONTGOMERY COUNTY, PA**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOROUGH OF AMBLER AMENDING CHAPTER 27, PART  
27 OF THE BOROUGH CODIFIED ORDINANCES, "REDEVELOPMENT OVERLAY  
DISTRICT" BY REPLACING THE EXISTING LANGUAGE WITH NEW LANGUAGE THAT  
INCLUDES CHANGES TO PERMITTED USES, ARCHITECTURAL STANDARDS,  
DIMENSIONAL STANDARDS, PARKING REQUIREMENTS, SIDEWALKS AND  
STREETSCAPE REQUIREMENTS, AND IMPOSES AN ACTIVE STOREFRONT  
REQUIREMENT; INCLUDING SEVERANCE AND REPEALER CLAUSES AND AN  
EFFECTIVE DATE**

Ambler Borough Council, having received important and worthwhile input from the Montgomery County Planning Commission and SEPTA, owner of a significant parcel within the RO Overlay zoning district, and wishing to keep the overlay district vibrant and useful for the parcels that meet its criteria, hereby amend Chapter 27 of the Borough zoning ordinance, Part 27, Redevelopment Overlay, as follow. The existing language at Chapter 27, Part 27 is deleted in its entirety and is replaced with the following language:

§27-2701. Statement of Intent.

It is the intent of this District to:

- A. Encourage new development and uses that can stimulate economic revitalization.
- B. Reestablish the rail corridor as a primary location for employment opportunities within the Borough.
- C. Provide for expanded uses and flexible standards, recognizing the uniqueness of the corridor area.
- D. Provide for additional review procedures at the initial stage of conceptual development to ensure the proposal meets the intent and purpose of the RO district.
- E. Preserve the historical character of the structures in the rail corridor and their relationship to the rest of the Borough.
- F. Promote a sense of connectivity and cohesion between a development/redevelopment project and the Butler Avenue downtown corridor through the continuation of a streetscaping treatment and adherence to architectural design principles that promote the seamless integration of development/redevelopment with the established character of the corridor.
- G. Encourage the use of the passenger rail line to minimize vehicular traffic within the corridor.
- H. Ensure that pedestrian connections to the Borough Commercial District, public transportation, naturalized trails and open space areas are included in all development plans.

- I. Ensure consistency and integration of site improvements, access and parking, landscape and lighting, complimentary land uses and architectural treatments to result in a redevelopment area meeting the intent of this District.
- J. Encourage preservation and reuse of existing structures where they may have historical significance in the Borough's past as an industrial center for the region.

§27-2702. Definitions.

The following words and terms, when used in this Part, shall have the following meanings, unless the context clearly indicates otherwise, and shall supersede any other definition within this Chapter in regards to this subject:

**BUILDING FRONTAGE** -- The length of a building façade measured in a single straight parallel line with the abutting street(s).

**BUILDING STEPBACK** -- A setback or horizontal offset in the façade of the building above the lower levels.

**FAÇADE ARTICULATION** -- The visible expression of architectural or landscape elements through form, structure, or materials that break up the scale of buildings and spaces to achieve human scale.

**CHILD DAY CARE CENTER** — a facility in which care is provided for seven or more children at any one time in a facility not located in a family residence.

**COMMUNICATIONS DEVICE** — a tower or satellite antenna facility, roof mounted, that includes, but is not limited to, radio and television communication, microwave communication, telephone communication and similar wireless communication devices. This term shall not include radio transmission facilities for use by ham radio operators or two-way local radio facilities. The device must be associated with and supportive of a principal use contained within the building on which the device is located.

**FACADE** — the principal vertical surface of a building, which is set along a frontage line.

**GROSS TRACT AREA** — the total measurement of a land area prior to any deductions.

**MULTI-USE FACILITY** — a building or group of buildings, which houses more than one principal use that are owned and operated independently of each other or as an accessory use to a principal use.

**PARKING GARAGE/STRUCTURE** — a building designed and used for the storage of automotive vehicles operated as either a business enterprise with a service charge or fee, or in conjunction with a primary use for the parking of privately owned vehicles.

**PUBLIC AMENITY** — a feature that increases the attractiveness or value of a project, specifically central plazas, parkland, courtyards and public parking. The features should be designed so as to be complimentary to the physical and visual character of the Borough. Features should incorporate appropriate scale, design, materials and lighting.

RESTAURANT, WITH BUSINESS MEETING PLACE — an establishment that serves food and beverages primarily to persons seated within the building and which specializes in business meeting space, with centralized meeting table and group communications and audio/visual facilities to support business meeting functions. Additionally, the establishment may provide additional table dining facilities within the building. These establishments may also provide outdoor dining table facilities immediately adjacent to the building containing the proposed restaurant.

STREETSCAPE -- The area that is between the buildings on either side of a street, including the public or private street right-of-way, which defines its character. The elements of a streetscape include building frontage/façade, landscaping, sidewalks, street paving, street furniture, signage, architectural elements such as awnings, and street lighting.

TRANSIT-ORIENTED DEVELOPMENT EFFECTIVE TRACT AREA – The aggregate Net Lot Area of the parcels involved in a Transit-Oriented Development including any land subdivided off an adjoining parcel and merged in ownership with the proposed Transit-Oriented Development or land immediately adjacent to the Transit-Oriented Development Parcel on which the Transit-Oriented Development Applicant benefits from a recorded, perpetual, irrevocable easement of use and access as permitted by the borough.

TRANSPORTATION IMPACT STUDY (TIS)— an assessment of present and future transportation system conditions, conducted in accordance with §27-2705.C., Transportation Impact Study.

VERGE -- a strip separating a sidewalk from the curb consisting of grass, landscaping, street furniture, or decorative paving.

### §27-2703. Use Regulations.

Where the Redevelopment Overlay zone has been imposed, the land use regulations and development standards of the underlying zones shall remain in full force. Additionally, the Redevelopment Overlay District provides for the following additional uses, which are permitted either by right or by condition use in the specified underlying zones:

- A. Parking Garage/Structure. Permitted by right in all of the underlying zones within the Redevelopment Overlay District. Multi-level parking garage may be constructed as a principal use or in combination with other permitted uses on any lot of a size and configuration, which shall meet the standards in this Section.
  - (1) Dimensional Regulations.
    - (a) Height Maximum four garage levels above ground. Below ground levels may be approved with adequate safety and security provisions.
    - (b) Parking Spaces. Nine feet by 18 feet.
    - (c) Drives. One-way – 20 feet; two-way – 22 feet.
    - (d) Setbacks. Joint use with other permitted uses in separate structure, 10 feet.
      - 1) Principal Use. Property lines – 10 feet.
      - 2) Principal Use. Street right-of-way – 15 feet.

(2) Development Standards.

- (a) Multi-level parking garages may be developed as a shared parking and/or multi-use facility with documentation of shared use agreement. Such structures are permitted attached to another structure containing one or more allowed principal uses when said uses utilize the parking garage to meet the parking requirements of the use(s).
- (b) Multi-level parking garages may be permitted in combination with other permitted uses.
- (c) Parking garages that front on either Main Street or Butler Avenue shall be required to have active nonresidential uses at a minimum depth of 40 feet throughout the building frontage on the ground floor. Entrances to ground level nonresidential uses shall be located on the front facade.
- (d) Garages shall include adequate lighting on all levels, but shall limit light spill to adjacent properties and uses. Protection and shielding of adjacent residential uses shall be a priority.
- (e) Garage structures shall be landscaped, including buffers, as required for all uses in the RO District. Emphasis shall be placed on larger evergreen and deciduous trees to soften and buffer the upper levels of multi-level garage structures.

B. Child Day Care Center. Permitted by conditional use in the underlying OC Office Campus District.

(1) Dimensional Regulations. The dimensional standards of Part 16 apply, except if otherwise noted in this Section or herein.

- (a) Location. Child day care centers shall only be located within a multi-use building complex. The center does not have to be operated as an accessory use but may be operated independently of any other use in the building as a principal use.

(2) Conditional Use Standards.

- (a) General Standards. The provisions of this Section pertain to day care service for children by care givers in child day care centers, subject to Pennsylvania Code, Title 55, Public Welfare Chapter 3270, Child Day Care Centers (9/16/2000). Day care service for children shall include out-of-home child day care service for part of a 24 hours day for children under 16 years of age by care givers, excluding care given by relatives.
  - 1) Registration and Licensing. Child Day Care Centers as defined in this Section, must hold an approved and currently valid Department of Public Welfare (DPW) license. In addition, all child day care centers must comply with all current DPW regulations, including those standards governing adequate indoor space, accessible outdoor play space and any applicable State or local building and fire safety codes.
  - 2) Inspection. The operator of a child day care center will allow appropriate representatives of the Borough to enter the property at reasonable times to inspect such use for compliance with the requirements of this Section and all other applicable Borough and State ordinances.

- 3) General Safety. Operators of child day care centers shall comply with the provisions of the Pennsylvania Code, Title 55, Public Welfare, Chapter 3270, Child Day Care Centers as it pertains to the health and safety of the children attending the center.
  - 4) Hours of Outside Play. Outside play shall be limited to the hours between 8:00 a.m. and sunset, as defined by the National Weather Service.
  - 5) Outdoor Play Area. An outdoor play area, are required by DPW regulations, shall be provided for any proposed child day care center.
    - i) Onsite Outdoor Play Area. An onsite outdoor structured play area or areas of high outdoor activity shall be located in yard areas that provide adequate separation, safety and protection from adjoining uses properties and roadways. Whenever possible, the onsite outdoor play area shall not be located adjacent to a public street or private drive or accessway. The outdoor play area should be located immediately adjacent to the child day care center.
    - ii) Offsite Outdoor Play Area. In accordance with DPW standards, a child day care center may utilize offsite play areas in lieu of or as a supplement to an onsite play area. These standards permit the use of offsite play area, which are located within 1/2 mile distance of the facility, measured from the property line of the facility. When the use of an offsite play area is proposed, the applicant shall inform the Borough about the means of transportation that will be used to access the offsite play area. For reasons of safety, when children will be walked to an offsite play area, the route to the offsite play area shall not involve the crossing of arterial or major collector streets. Pedestrian access on sidewalks or improved walkways shall be required.
  - 6) Transportation Impact Study. For any proposed child day care center, a Transportation Impact Study shall be required in accordance with §27-2705.C.
- (b) Development Standards. The following standards shall apply to all proposed day care centers:
- 1) Onsite Parking for Employees and Clients. A minimum of one onsite parking space for every five children shall be provided, plus an additional one space per employee.
  - 2) Drop-Off Area Location and Design. Whenever possible, the drop-off area shall be located immediately adjacent to the facility. The drop-off area should be designed in such a way that pedestrians do not cross vehicular traffic lanes in any parking area or driveway. The drop-off area may be designed either as a part of the onsite parking area or the required drop-off spaces may be designed as a part of the driveway providing direct access to the day care facility. No parking is permitted



in the drop-off area and the drop-off areas shall not interfere with other traffic patterns. When the drop-off area is incorporated into a driveway, the drop-off spaces shall be located within a vehicle turnout area 12 feet in width exclusive of the driveway through traffic land(s). The drop-off area shall be covered, the covering of which shall not be subject to setbacks.

- 3) Landscaping. Landscaping shall be provided in compliance with applicable Sections of the Borough's landscape planting requirements in order to create a vegetative buffer from adjacent uses, as well as to create an aesthetically pleasing environment.
  - i) Buffer standards for lots on which a proposed day care center is located:
    - a) Vegetative Buffers. A vegetative screen buffer may be required when deemed necessary by the Borough Council to meet the intent and goals of this Part. Criteria to be considered will include, but not be limited to, the nature and type of adjacent uses, lot size of the subject property, as well as the adjacent properties and the distance to adjacent buildings. The following standards shall apply to buffers when required by the Borough:
      - b) Buffers shall contain combinations of evergreen and deciduous vegetation. The planted buffer shall be a minimum of six feet in width and six feet in height at the time of installation. Earthen berms may be provided in combination with vegetative material. Earthen berms shall not exceed four feet in height nor exceed a maximum slope of 3:1.
      - c) Continued maintenance of vegetative buffers is required and shall be the responsibility of the operator of the facility.
      - d) Opaque fences or walls used to meet the following requirement for fencing of outdoor play areas may be used in place of part of the required vegetative buffer material at the approval of the Borough Council.
  - ii) Landscaping in Outdoor Activity Areas. Existing or proposed planting material shall be suitable in and around areas used by children. No thorny, poisonous or other hazardous plants shall be allowed in areas used by children. In open areas, emphasis shall be given to providing shade to selected sections of the outdoor activity areas.

- 4) Fencing of Outdoor Play Area. In order to physically contain the activity of children in the outside play area, a minimum of four feet high fence shall be erected along the perimeter of the outside play area. When applicable, the fence may be located along property lines, but will not be exclusive of the required vegetative buffers. Natural barriers such as hedgerows, dense vegetation, etc., may be substituted for fencing if it can be demonstrated that such barriers can effectively contain the activity of the children.
  - 5) Play Equipment Setback. Play equipment in designated onsite play areas shall be located at least 10 feet from an abutting property line.
  - 6) Entrance/Exit Accessibility. When located in a multi-use building complex, day care center entrances/exits shall provide direct access to the child day care center. Waking through other significant portions of the building is not permitted.
  - 7) Soundproofing. When co-located in any building employing noisy operations, the Borough Council may require sound-proofing of the child day care center to protect the children.
- C. Restaurant With Business Meeting Space. Permitted by conditional use in the underlying OC Office Campus District and RSC Retail and Service Commercial District.
- (1) Dimensional Requirements. The dimensional standards of Part 16 apply, except if otherwise stated.
  - (2) Conditional Use Standards.
    - (a) For the consumption of food and beverages without drive-in service. Service shall be limited to table and/or sit-down counter facilities only.
    - (b) Restaurants may be developed as stand-alone uses or as part of a multi-use building.
    - (c) Restaurants shall have space, exclusive of any main dining areas, which can be used for the sole purpose of business meeting space. The space shall have a minimum capacity of 10 people and a maximum capacity of 30 people.
    - (d) The use shall have direct access onto a driveway or public street.
    - (e) Additional buffers:
      - 1) Front Yard:
        - i) Minimum width, 15 feet.
        - ii) Minimum landscape details:
          - a) For each 30 feet of frontage on a public right of-way, one 3 1/2 inch caliper deciduous tree shall be planted.
          - b) Parking areas shall be screened from the street by a four foot high evergreen hedge.
      - 2) Side and rear yard:
        - i) Minimum width, 15 feet.
        - ii) Minimum Landscape Details. An evergreen planting screen shall be used to provide an adequate visual barrier. The plant material used shall be a minimum height of four feet at the time

of planting and shall be planted in a staggered arrangement in order to provide an immediate effect.

- (f) Outdoor Seating. A restaurant may provide outdoor seating, provided pedestrian circulation and building access is not impaired and the following standards are met:
  - 1) Removable enclosures, such as planters, shall be used to define the area.
  - 2) The outdoor area must be physically separated from public or parking areas by a railing, fence, deck, planting boxes or a combination thereof.
  - 3) The outdoor area must not infringe on any public sidewalk, parking area or right-of-way
  - 4) The outdoor area cannot infringe or encroach on the minimum number of required parking spaces or further reduce available parking.
  - 5) Tables, chairs and related furniture must be removable and indoor storage provided for extended periods of nonuse (e.g., winter months).
  - 6) Extended awnings, canopies or umbrellas may be used to provide cover and shade.
  - 7) Additional trash receptacle shall be provided and maintained.
  - 8) No additional signage beyond what is allowed for the use is permitted.

- (g) Service. Areas for loading and unloading of delivery trucks and other vehicles and for the servicing of refuse collection, fuel and other services shall be provided and shall be adequate in size. A schedule for periodic disposal of solid waste material shall be required. All solid waste material shall be stored in covered containers. No solid waste shall be stored closer than within five feet of any property line. Provided, however, that no solid waste storage is to be closer than 30 feet to any outdoor principal use. Loading and refuse collection areas shall be shielded from the direct view of any adjacent property by walls, plantings or a combination thereof which measure a minimum of six feet in height. Such shielding shall be maintained at all times.

D. Communication Device. Permitted by conditional use in the underlying OC Office Campus District, C Commercial District, I Industrial District, and RSC Retail and Service Commercial District.

- (1) Dimensional Regulations. The height of communications devices shall not exceed 10 feet in height above the actual building height of the building on which the communication devices are proposed. These devices must be screened from public view.

- (2) Conditional Use Regulations.

- (a) Communication devices shall be limited to those associated with and supportive of a principal permitted use contained within the building. It shall be located with other rooftop utilities as specified in §2703 P.5.

- (b) Any applicant proposing communications devices to be mounted on a building or other structure shall submit evidence from a Pennsylvania registered professional engineer certifying that the proposed installation will not exceed the structural capacity of the building or other structure, considering wind and other loads associated with the communications devices location.

- (c) Any applicant proposing communications devices to be mounted on a building or other structure shall submit detailed construction and elevation drawings indicating how the communications devices are to be mounted on the structure.
- (d) Communications devices shall comply with all applicable standards established by the Federal Communications Commission (FCC).
- (e) Communications devices shall not cause radio frequency interference with other communications facilities located in the Borough or other radio-dependent devices.
- (f) The owner or operator of communications devices shall be licensed, if applicable, by the Federal Communications Commission (FCC) to operate these communications devices.

E. TOD Transit-Oriented Development.

(1) Intent. The intent of the Borough in permitting development pursuant to this section is as follows:

- (a) To provide for an intensity and type of land use that is compatible with and supportive of the use of public transportation;
- (b) To recognize that, by having land use patterns that encourage use of public transit opportunities, traffic in the community can be reduced and travel choices for residents can be expanded;
- (c) To encourage redevelopment of obsolete properties whose prior or present uses adversely impair the property or surrounding properties;
- (d) To provide for flexibility in lot sizes, setbacks, and other area and bulk requirements so that imaginative and innovative designs can be developed;
- (e) To provide mixed-use development that is consistent in character between its residential and nonresidential components;
- (f) To encourage the provision of an accessible pedestrian environment and to promote a pedestrian orientation of buildings and streets;
- (g) To encourage development that has open and recreational spaces as focal points;
- (h) To foster well-designed vibrant public and private gathering spaces that create a sense of place and encourage social interaction; and
- (i) To encourage the provision of additional amenities that benefit the public health, safety, and welfare, such as moderate-income housing, adequate open space, efficient roadways, safe bicycle and pedestrian connections, stormwater management, and green building practices.

(2) Definitions.

ARTISANAL MANUFACTURING -- The on-site production, display, and sale of hand-fabricated or hand-manufactured parts and custom or craft consumer goods based on the skill and knowledge of the artisan and the use of hand tools or small-scale, light mechanical equipment. This involves activities such as small bakeries, candy or soap making, coffee roasters, breweries, distilleries, or the custom production of artisan products such as apparel, cabinetry, glass working, jewelry making, metal working, pottery, sculpture, wood working, and leather working

BUILD-TO LINE -- A line established within a given lot, which is a certain distance from the curb line, along which the building shall be built

FRONTAGE OCCUPATION -- The percentage of the street frontage that is occupied by a building.

LEED – Leadership in Energy and Environmental Design, a certification system maintained by the U.S. Green Building Council, Inc. (GBCI). To achieve LEED certification, a project earns points by adhering to prerequisites and credits that address carbon, energy, water, waste, transportation, materials, health and indoor environmental quality. Projects go through a verification and review process by GBCI and are awarded points that correspond to a level of LEED certification: Certified (40-49 points), Silver (50-59 points), Gold (60-79 points) and Platinum (80+ points).

MULTIFAMILY RESIDENTIAL DEVELOPMENT – A residential building containing at least three permanent dwelling units in a variety of combinations, including side-by-side, over and under, or back-to-back with another dwelling unit.

TRANSIT-ORIENTED DEVELOPMENT (TOD) — a Transit-Oriented Development, or TOD, is an intensified development surrounding a rail or mass transit station that is compact, mixed-use, and pedestrian-friendly, and which is intended to encourage transit ridership. A TOD integrates nonresidential and residential components within the same building within a unified development, which can be of moderate to high density, and which may be developed in the form of either new construction or redevelopment.

(3) Use Regulations.

(a) Conditional Use Approval Required.

- 1)A TOD shall be permitted within the RO Redevelopment Overlay District when authorized as a conditional use by Borough Council.
- 2)In passing upon a conditional use application, Borough Council shall render a decision in accordance with the general conditional use criteria set forth in Part 4 of this Chapter, in addition to the specific criteria set forth in this Part.
- 3)In accordance with §603(c)(2) of the Pennsylvania Municipalities Planning Code, the Borough may attach reasonable conditions and safeguards, in addition to those expressly set forth in the Borough ordinances, as it may deem necessary to implement the purposes of the Municipalities Planning Code and the Borough ordinances.

(b) Residential Use Required. A TOD shall provide a residential use in the form of multifamily residential development within a mixed-use building. The following standards shall apply:

- 1)Dwelling units shall be located on the second story and above.
- 2)The maximum residential density throughout a TOD shall be 35 dwelling units per acre of Transit-Oriented Development Effective Tract Area, as defined in this Chapter. See §2704, Development Bonus, for optional residential density bonus provisions.
- 3)Minimum dwelling unit size: each dwelling unit shall have a minimum of 600 square feet, plus an additional 100 square feet per additional bedroom.

(c) Nonresidential Use Required.

- 1) A minimum of 80% of the ground floor building frontage(s) shall be devoted to a ground floor nonresidential use. The floor area devoted to the ground floor nonresidential use shall be a minimum depth of 40 feet throughout the building frontage. Nothing herein shall be construed to limit the location of nonresidential use in upper stories of a mixed-use building.
- 2) Permitted nonresidential use may be any of the following uses or a combination thereof:
  - a) Retail establishment for the sale of dry goods, variety and general merchandise, clothing, food, drugs, plants, furnishings or other household supplies, sale and repair of jewelry, watches, clocks, optical goods or musical, professional or scientific instruments.
  - b) Business or professional office or studio, bank or other financial institution, municipal use excluding dump, telephone central office, telegraph or other public utility office, passenger station for public transportation.
  - c) Restaurant, bar, tearoom, retail baker, confectionery or ice cream shops or places serving food or beverages, including:
    - a. outdoor dining; and
    - b. pedestrian takeout window.
  - d) Personal service shop, including tailor, barber, beauty salon, shoe repair, dressmaking or other similar service.
  - e) Indoor recreation or cultural facility, such as a bowling alley, theater, fitness center, or dance studio.
  - f) Hotel or motel.
  - g) Business services establishments, including copy centers, retail printing and duplication services, computer rental and copying centers, mailbox rental and shipping, cartage, express, and parcel delivery services.
  - h) Artisanal manufacturing.
- (d) Accessory Uses. Accessory uses that are subordinate to and used for purposes customarily incidental to those uses provided within the TOD shall be permissible.
- (e) Parking Lot, in accordance with §27-2804, and/or Parking Garage/Structure, in accordance with §27-2703.A, may be constructed as part of a TOD. Provision of a parking garage/structure shall not satisfy the nonresidential use requirement of §27-2704.E.(3)(c), but shall be permissible behind the ground level nonresidential use required by §27-2703.E.(3).(c)1).
- (f) Prohibited Uses. The following uses, as well as any use not specifically permitted, are specifically prohibited within a TOD Development:
  - 1) Drive-through windows or facilities;
  - 2) Automobile or other vehicle sale, service, or repair establishments;
  - 3) Gasoline service station;
  - 4) Self-service storage facilities; and
  - 5) Sexually oriented businesses (see §27-411)
  - 6) Any use prohibited in the Industrial District (see §27-1502.3.)

(4) Conditional Use Standards. The following conditional use standards are in addition to the general conditional use criteria set forth in Part 4 of this Chapter:

(a) General:

- 1) A tract proposed for TOD must be zoned "OC," "RSC," or "I," and must be located within 800 feet of an active or proposed commuter rail station. The 800-foot requirement (for proximity to a commuter rail station) shall be measured from the nearest property line of the TOD to the nearest edge of the passenger platform of the commuter rail station.
- 2) A tract proposed for TOD shall provide for a mix of nonresidential uses and residential dwelling units within a mixed-use building or mixed-use buildings, which shall be within a unified development.
- 3) Water and sewer. All Transit-Oriented Developments shall be serviced by public water and public sewer.
- 4) The lot to be developed shall be in one ownership or shall be the subject of an application filed jointly by the owners of each lot under consideration.
- 5) A Transit-Oriented Development shall be designed to be compatible in use with the existing Borough development; and in its residential and nonresidential components in terms of architecture, building materials, massing and scale.
- 6) TOD applications shall be considered with recognition for the need to have a mix of uses in the vicinity of the rail station and Borough Council may decline such an application if, after proper consideration of the proposal, it is determined that such use, when considered cumulatively with other uses in the area of the rail station, would cause a particular use to be disproportionately represented in the train station area.

(b) Dimensional Standards.

- 1) Minimum lot area: 3 acres
- 2) Minimum lot width: 300 feet
- 3) Minimum frontage occupation: 90%
  - a) The following elements shall be excluded from the frontage occupation calculation: gathering spaces, width of the minimum side setbacks, and one vehicular driveway per street frontage.
- 4) Maximum impervious coverage: 80%
- 5) Build-To Line: 15 feet
  - a) The build-to line may be increased by up to 15 feet, for a maximum build-to line of 30 feet, for all or part of the building frontage length, provided the additional setback area is used for additional sidewalk width, streetscaping, outdoor dining areas, or additional landscaping between the building and the sidewalk.
  - b) Permitted encroachments.

- i) The following architectural features may extend up to three (3) feet beyond the build-to line: awnings or overhangs, bay or oriel windows, upper floor balconies, loggias, pergolas, and similar architectural elements.
    - ii) A gathering space, pursuant to §27-2703.E.(4)(f), may extend the full depth of a lot, provided that it does not occupy more than 25% of the property's street frontage.
  - 6) Minimum Side Yard Setback: 10 feet
  - 7) Minimum Rear Yard Setback: 20 feet
    - a) Rear yards adjacent to a railroad right-of-way may be reduced by 50% to a minimum setback of 10 feet.
  - 8) Maximum building height: 65 feet
    - a) Building setback required. The façade of any building exceeding three (3) stories or 35 feet shall be setback an additional 12 feet along street frontages. The required building setback may be reduced to a minimum of eight feet if the front build-to line is equal to or greater than 20 feet, as provided for in subsection §27-2704.E.(4)(b)5) above.
  - 9) Minimum Building Spacing:
    - a) Corner to corner: 30 feet
    - b) Face to face: 40 feet
- (c) Building Design Standards.
  - 1) Overall design.
    - a) All buildings within a single TOD project shall have a unified or complementary architectural character. Developments shall create focal points with respect to avenues of approach, or other buildings, and relate open space between all existing and proposed buildings.
    - b) Blank walls shall not be permitted along any exterior wall facing a street, parking area, or walking area. Walls or portions of walls where windows are not provided shall have architectural treatments that are similar to the front façade, including materials, colors, and details.
    - c) When flat roofs are proposed, a parapet wall or projecting cornice shall be included on the front façade(s).
    - d) Convenient pedestrian connections shall be provided from all building entrances to parking areas, open space and recreational areas, and to the transit station intended to be served by the TOD.
  - 2) Building materials.
    - a) All façades of new buildings visible from a public or private street, parking area, or public gathering space shall consist of quality building materials, such as brick, stone, concrete, and



glass, to create visual interest and enhance the quality of the development.

- b) The following building materials are prohibited: exterior insulation and finishing systems (EIFS); aluminum or vinyl siding or shutters; white, tan, or painted brick; concrete block; T-111 or other similar plywood siding.
- 3) Building orientation and entrances.
- a) Front facades of buildings shall be oriented toward Main Street or Butler Avenue, whichever immediately abuts the property frontage. Such entrances shall be usable and well-defined through the use of architectural features (e.g., utilizing porticos, pediments, colonnades, canopies, or overhangs).
  - b) Each façade of a building with frontage along a public or private street, parking area, or public gathering space shall feature at least one clearly-defined and highly-visible pedestrian entrance with a direct sidewalk connection to the abutting street. A building with multiple street frontages may locate a pedestrian entrance on the corner of the building where the two streets intersect to fulfill this requirement.
  - c) Storefront entrance doors shall be recessed a sufficient distance to allow doors to swing out without conflicting with pedestrian flow on the sidewalk.
- 4) Windows.
- a) The ground floor of any building along a primary street shall have a minimum clear window area of 60%, with windows providing views of display areas or the inside of the building. Window areas shall be between 12 inches and eight feet off the ground.

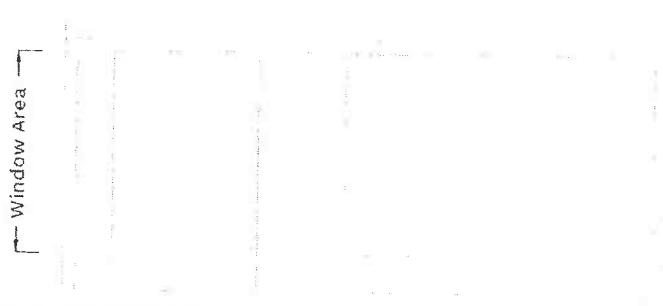


Figure 27-2703.C.1

- b) For corner buildings with multiple frontages, the ground floor primary street transparency requirement shall wrap on to the ground floor of secondary frontages for a minimum distance equal to at least 25% of the length of the building facade along the secondary frontage, as measured from the corner of the primary and secondary frontages.

- c) The upper floors of any building along a primary street shall have a minimum clear window area of 35%.
  - d) Smoked, reflective, or black glass in windows is prohibited.
- 5) Building Façade Elements. All buildings shall include a variety of architectural design elements to provide visual interest and to mitigate the apparent scale and mass of large buildings and facades. Any building façade along a public or private street, parking area, or public gathering space that is greater than 50 feet long shall be articulated with façade breaks of a minimum depth of three (3) feet for every 50 feet of building façade length. In addition to breaks in the façade, other architectural elements that provide façade articulation shall be utilized no less than every 50 feet on average:
  - i) Masonry;
  - ii) Concrete or Masonry plinth at the base of walls;
  - iii) Belt courses of a different texture or color;
  - iv) Projecting or decorative cornices;
  - v) Quoins;
  - vi) Decorative tile work;
  - vii) Trellis containing planting;
  - viii) Medallions;
  - ix) Bay windows;
  - x) Oriel windows;
  - xi) Vertical articulation;
  - xii) Stylized lighting fixtures;
  - xiii) Porticos;
  - xiv) Balconies;
  - xv) Recessed entryways; and/or
  - xvi) Building extensions.
- (d) Street Furnishings Standards.
  - 1) Location. Street furniture shall be located adjacent to the building façade, unless on-street parking is present, in which case street furniture may be located along the curb. Such amenities shall be maintained in perpetuity by the property owner.
  - 2) Street Furnishings Required. At minimum, two (2) benches, one (1) bicycle rack, one (1) trash receptacle, and one (1) recycling receptacle shall be provided for every 300 feet of public street frontage. This requirement shall be exclusive of the requirements set forth in §2703-E(4)(d)3) below.
  - 3) Additional Furnishings Required. In order to allow for flexibility and promote creative streetscaping design, the following options shall be provided based upon the scale of development described herein.
    - a) Building additions and new developments of 2,500 to 4,999 Gross Floor Area shall provide no less than four (4) points from either §2703-E(4)(d)4)a) or b) as set forth below.

- b) New Developments of 5,000 to 14,999 Gross Floor Area shall provide no less than one item from §2703-E(4)(d)4)a) and b), as set forth below, and shall provide no less than a cumulative total of eight (8) points.
  - c) New Developments of 15,000 Gross Floor Area and over, as well as any new building exceeding three (3) stories in height shall provide no less than one item from §2703-E(4)(d)4)a) and b), as set forth below, and shall provide no less than a cumulative total of twelve (12) points.
- 4) Street furnishing options and points. In order to allow for a flexible and adaptable streetscape design, the following options shall be allowable to fulfill the minimum requirements set forth in §2703-E(4)(d)3), above. Category A contains planting and greening elements. Category B includes street furnishings, amenities, and decorations.
- a) Category A: planting and greening options.
    - i) Hanging basket, one (1) point.
    - ii) Window box, two (2) points.
    - iii) In-ground planting area, two (2) points.
    - iv) Street planter, two (2) points
    - v) Roof garden or green roof, three (3) points.
    - vi) Green wall, three (3) points.
  - b. Category B: street furnishings, amenities, and decorations.
    - i) Bench, two (2) points.
    - ii) Bicycle rack, two (2) points.
    - iii) Trash and recycling receptacles (one of each), two (2) points.
    - iv) Public art, such as a mural or sculpture, three (3) points.
    - v) Public drinking fountain, three (3) points.
    - vi) Public restroom, three (3) points.
    - vii) Display fountain, three (3) points.
    - viii) Clock tower, three (3) points.
- (e) Parking Requirements.
- 1) Compliance with §27-2101, General Provisions, §27-2105, Handicapped Parking, and §27-2106, Off-Street Loading, shall be complied with; however, all other sections of Part 21 (§§27-2102, -2103, and -2104) shall be superseded by the regulations of this section.
  - 2) Parking requirements by land use. Due to the anticipated use of transit by residents and tenants of a TOD, a reduced parking requirement is appropriate. The minimum parking requirements based on land use are shown in Table 2703.1 below:

Land Use	Minimum Parking Requirement
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Retail establishment for the sale of dry goods, variety and general merchandise, clothing, food, drugs, plants, furnishings or other household supplies, sale and repair of jewelry, watches, clocks, optical goods or musical, professional or scientific instruments.	One (1) parking space per 200 SF GFA on the first floor + one (1) parking space per 400 SF GFA on upper floors
Business or professional office or studio, bank or other financial institution, municipal use excluding dump, telephone central office, telegraph or other public utility office, passenger station for public transportation	One (1) parking space per 300 SF GFA
Restaurant, bar, tearoom, retail baker, confectionery or ice cream shops or places serving food or beverages.	One (1) parking space per 200 SF GFA
Personal service shop, including tailor, barber, beauty salon, shoe repair, dressmaking or other similar service.	One (1) parking space per 300 SF GFA
Indoor recreation or cultural facility, such as a bowling alley, theater, fitness center, or dance studio.	One (1) parking space per 300 SF GFA
Hotel or motel.	One (1) parking space per guest room + One (1) parking space per 800 SF of public meeting space
Business services establishments, including copy centers, retail printing and duplication services, computer rental and copying centers, mailbox rental and shipping, cartage, express, and parcel delivery services.	1/300 SF GFA
Artisanal manufacturing	One (1) parking space per 200 SF GFA on the first floor + one (1) parking space per 400 SF GFA on upper floors
Studio or One Bedroom Dwelling Unit	One parking space per dwelling unit
Two or More Bedroom Dwelling Unit	1.5 parking spaces per dwelling unit

**Table 2703.1**

- 3) Shared parking facilities. The off-street parking required for a mixed-use development may be provided in combined parking facilities, provided that the following standards are met:
- a) The shared parking area(s) shall either be under common ownership or controlled by an access and parking easement agreement approved by the borough and recorded for each property affected by the shared parking.
  - b) The minimum number of parking spaces required shall be calculated according to the following formula:
    - i) Multiply the minimum parking requirement for each individual use (as set forth in Table 2703.1, above, for each use) by the appropriate percentage (as set forth in Table 2703.2, below) for each of the six designated time periods and then add the resulting sums from each vertical column. The column total

having the highest total value is the minimum shared parking space requirement for that combination of land uses.

- ii) Calculate the minimum amount of parking required for each land use as if it were a separate use.
- iii) To determine peak parking requirements, multiply the minimum parking required for each proposed land use by the corresponding percentage in the table below for each of the six time periods.
- iv) Calculate the column total for each of the six time periods.
- v) The column (time period) with the highest value shall be the minimum shared parking requirement.

Category of Use*	Monday to Friday			Saturday & Sunday		
	8am - 6pm	6pm -12am	12am -8am	8am - 6pm	6pm -12am	12am -8am
Retail establishment for the sale of dry goods, variety and general merchandise, clothing, food, drugs, plants, furnishings or other household supplies, sale and repair of jewelry, watches, clocks, optical goods or musical, professional or scientific instruments.	70%	90%	5%	100%	70%	5%
Business or professional office or studio, bank or other financial institution, municipal use excluding dump, telephone central office, telegraph or other public utility office, passenger station for public transportation.	100%	10%	5%	10%	5%	5%
Restaurant, bar, tearoom, retail baker, confectionery or ice cream shops or places serving food or beverages.	60%	100%	10%	60%	100%	20%
Personal service shop, including tailor, barber, beauty salon, shoe repair,	70%	90%	5%	100%	70%	5%

dressmaking or other similar service.						
Indoor recreation or cultural facility, such as a bowling alley, theater, fitness center, or dance studio.	40%	100%	10%	80%	100%	50%
Hotel/Motel	75%	100%	100%	75%	100%	100%
Business services establishments, including copy centers, retail printing and duplication services, computer rental and copying centers, mailbox rental and shipping, cartage, express, and parcel delivery services.	70%	90%	5%	100%	70%	5%
Artisanal manufacturing.	70%	90%	5%	100%	70%	5%
Residential use	60%	100%	100%	80%	100%	100%

\*NOTE: the most appropriate category of use shall be selected based upon the proposed use. The category of use shall fall within one of the uses permitted

- 4) Parking Study. In order to ensure that the parking provided for a TOD is adequate to meet the anticipated demand, a Parking Generation Study prepared and submitted by the applicant. The following provisions shall be met:
  - a) The Parking Generation Study shall be prepared by a qualified traffic engineer and/or transportation planner. All costs associated with the preparation of a Parking Generation Study shall be borne by the applicant. The study shall be conducted by a qualified transportation professional using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, and the ITE Parking Generation Manual, 6th Edition, as applicable.
  - b) The Borough Engineer shall be provided an opportunity to review the proposed ITE land use codes selected by the transportation professional.
  - c) The study shall address the following:
    - i) Size and type of uses or activities on site;
    - ii) Composition of tenancy on site;
    - iii) Rate of parking turnover;
    - iv) Anticipated peak traffic and parking load;
    - v) Local parking habits; and
    - vi) Availability of public transportation.

- d) The findings of the study shall be submitted for review by the Borough Engineer; however, the study shall be considered complete and accurate unless proven otherwise by substantial evidence. In the event that the Parking Generation Study reveals a parking demand that differs significantly from the parking requirements of this section, the following options are available to the applicant:
    - i) If the anticipated parking demand exceeds the minimum parking requirement, the applicant shall be permitted the ability to provide up to the amount of parking spaces identified that exceed the minimum requirement.
    - ii) If the anticipated parking demand is lower than the minimum parking requirement, the applicant may have the reduced parking requirement authorized as a conditional use pursuant to §27-413, Conditional Uses.
  - e) In lieu of a standalone parking generation study, the applicant may instead opt to include parking generation figures within the Transportation Impact Study required by §27-2705.C., Transportation Impact Study.
- (f) Gathering space. Any TOD lot that exceeds 150 feet in frontage along Main Street or Butler Avenue shall provide no less than 5% of the Transit-Oriented Development Effective Tract Area as a gathering space designed as a pedestrian plaza, courtyard, square, or pocket park. Furthermore, the following provisions shall be met:
- 1) The gathering space shall be integral to the development and designed as a focal point for the TOD.
  - 2) The gathering space shall be located at street level, and shall be located adjacent to the sidewalk.
  - 3) The gathering space shall be convenient and accessible by sidewalk or internal pedestrian path.
  - 4) No fence or wall shall be erected between the gathering space and the sidewalk.
  - 5) At minimum, two (2) benches, one (1) bicycle rack, one (1) trash receptacle, and one (1) recycling receptacle shall be provided for every 2,500 square feet of gathering space.
  - 6) A minimum of 30%, but no more than 70%, of the gathering space shall be permeable planting beds landscaped with a combination of trees, shrubs, perennials, grasses, and groundcovers that provide year-round visual interest and color.
  - 7) The gathering space shall provide shade by using one or more of the following elements: canopies, trellises, umbrellas, or similar elements.
  - 8) Up to 25% of the gathering space area may be used for natural features preservation or stormwater management, provided the stormwater management facilities are designed as a vegetated amenity, such as rain gardens.

- 9) Any paved surface within a gathering space shall be composed of high-quality, durable paving materials, such as unit pavers, paving stones, or concrete. The use of permeable paving is encouraged. A minimum of one (1) shade tree shall be provided per 250 square feet of paved surface within a public gathering space.
  - 10) The public gathering space shall be entirely open to the air and no portion of a building, other than a balcony, shall project over the public gathering space.
  - 11) No parking, loading, or vehicular access shall occur within a gathering space (excepting emergency vehicular access).
  - 12) Any other landscaping feature specifically required by this chapter shall not be included in the calculation of this requirement.
  - 13) An operations and maintenance plan, ensuring that all landscaping and manmade items are maintained in perpetuity and are replaced if they can no longer be feasibly maintained, shall be submitted to the borough for review and approval.
- (g) Application for Approval.
- 1) TOD shall be permissible as a conditional use in the Redevelopment Overlay District only, and application shall be made for such approval in accordance with the provisions of this subsection.
  - 2) Such applications shall be accompanied by a conditional use plan showing the relationship among the various components of the development. The conditional use shall be prepared at a scale appropriate to the size of the property and in sufficient detail to demonstrate that the plan complies with the requirements of this chapter. The conditional use plan shall be conceptual in nature and shall not be required to meet the provisions of a preliminary subdivision or land development plan. The applicant shall have the option, however, of submitting preliminary subdivision or land development plans concurrent with the conditional use application. The conditional use plan shall include the following elements:
    - i) An existing features plan shall be submitted which shall indicate the tract size, out bounds of the tract, topography, wetlands, woodlands, floodplains, recorded easements and rights-of-way and any other significant physical or man-made feature existing on the tract.
    - ii) A general land use plan, indicating the tract area and the general locations of the land uses included, shall be submitted. The total number and type of dwelling units and the amount of nonresidential square footage shall be provided. The residential density and the overall tract intensity (building and impervious coverage) shall be provided. The plan shall indicate the location of proposed uses within the development; the location and amount of common open



space, along with any proposed recreational facilities, such as but not limited to pedestrian pathways, community greens, community centers, etc.

- iii) Conceptual architectural renderings, showing the general design, scale and materials of proposed buildings within the TOD.
  - iv) Photo simulations depicting the massing of the proposed building(s) from at least three locations near the development site shall be provided. The provided photo simulations shall reflect the location and envelope of any proposed building, but need not reflect the conceptual architectural renderings as provided for in the immediately preceding subsection.
  - v) A conceptual utility plan shall be included which shall indicate the proposed location of sanitary sewer and water lines, along with a narrative indicating the feasibility of such facilities. The plan shall also show the approximate areas needed for stormwater management.
  - vi) As required under Subsection 27-2703E(4)(k) above, a traffic study shall be submitted which analyzes the likely impacts of the proposed development and makes traffic improvement recommendations in accordance with standard traffic engineering procedures.
- (h) Decision on conditional use request. In allowing a conditional use, Borough Council may attach reasonable conditions and safeguards as may be deemed necessary to implement the purposes of this chapter and ensure the protection of adjacent uses and streets from adverse impacts that may be determined from credible testimony.

#### §27-2704. Development Bonus.

When a Transit-Oriented Development provides for public benefits as defined herein, a residential density bonus of 15 additional dwelling units per acre (up to a total of 50 dwelling units per acre) shall be granted, by right, to the applicant in accordance with the provisions of this section:

- A. A development shall qualify for the bonus if one of the following options are provided.
  - a. The development receives LEED Gold certification.
    - i. The applicant shall designate a project administrator that shall be the sole point-of-contact for the borough throughout the LEED certification process. The individual shall be qualified for the role, either being a LEED certified professional or a design professional having a proven track record of successfully navigating the LEED certification process. The contact information and qualifications of the assigned individual shall be provided to the borough at the time of application.
    - ii. The applicant shall provide a complete BD+C: New Construction and Major Renovation checklist to the Borough Engineer. The development shall qualify for gold certification and, as such, shall score a minimum of 60 points on the BD+C: New Construction and Major Renovation checklist, Version 4. Furthermore, the

applicant shall submit documentation that provides evidence that supports the checklist findings to the Borough Engineer.

- iii. Proof of compliance required.
    - 1. The applicant shall successfully submit for precertification from USGBC, or
    - 2. The applicant shall undertake a “split review” whereby the design credits and prerequisites are reviewed and approved by USGBC in an initial phase of review, while the construction credits are reviewed in a second phase of review.
    - 3. Any approvals and correspondence shall be submitted to the borough for review.
  - b. The development provides a direct pedestrian connection across the SEPTA railroad tracks, which directly connects the northbound and southbound train station platforms. Any such connection must provide for more direct and efficient movement between the two platforms than existing conditions, which necessitate walking up to and along Butler Avenue.
- B. Alternatively, a development shall qualify for the bonus if three (3) of the following five (5) options are provided for as part of the TOD.
- a. The development generates no less than 10% of their anticipated energy use through on-site renewable energy generation.
    - i. The development shall generate at least 10% of their anticipated energy use through building-integrated solar energy generation and/or geothermal energy generation facilities.
    - ii. The applicant shall provide specifications and other supporting documentation to the Borough Engineer for review.
    - iii. The applicant shall submit an annual report to the borough that describes the energy generation and energy use of the development.
  - b. No less than 10% of all dwelling units are provided as income-restricted dwelling units.
    - i. Price and income guidelines for income-restricted dwelling units shall meet the rent and income limits defined by the Pennsylvania Housing Finance Agency (PHFA) for agency financed properties for Montgomery County in a given year.
    - ii. A mix of income limitations shall be provided for, ranging from 20% to 60% of the area median income. No more than 50% of income-restricted units shall allocated to any one income limitation (60%, 50%, 40%, 30%, or 20%).
    - iii. The income-restricted dwelling units shall remain income-restricted in perpetuity with a covenant that runs with the land.
    - iv. The applicant shall designate the property manager or another permanent staff member as the sole point-of-contact for the borough to contact for all matters related to income-restricted dwelling units. The contact information and qualifications of the assigned individual shall be provided to the borough at the time of application.
    - v. The applicant shall submit an annual report to the borough that demonstrates the continued occupancy of the units by qualified individuals, as defined herein. Personal information of tenants may be redacted as necessary.

- c. The development provides free-use public parking spaces in an amount equal to at least 5% of their nonresidential parking requirement.
  - i. Public parking areas shall be owned, operated, and maintained by the property owner.
  - ii. Public parking spaces may be one and the same as those allocated to a nonresidential parking requirement.
  - iii. Public parking shall be clearly delineated through pavement markings and/or signage.
  - iv. Public parking shall be located near the train station, commercial land uses, or public gathering spaces, where applicable.
  - v. Wayfinding signage between the public right-of-way and the public parking spaces shall be provided.
  - vi. Reasonable parking restrictions, such as limiting overnight parking, shall be permissible provided that the borough is made aware of changes no less than seven (7) days in advance of enforcement. All enforcement shall be the sole responsibility of the property owner.
- d. The development provides an expanded gathering space.
  - i. The development shall provide no less than 10% of TOD effective tract area as a contiguous public gathering space meeting the standards of §27-2703.E.(4)(f).
- e. The development provides all required off-street parking within a parking structure(s) meeting the standards of §27-2703.A and §27-2703.E.(3)(e), and which is integrated/attached to the mixed-use TOD building.

#### §27-2705. General Regulations.

The following regulations apply to all development in the Redevelopment Overlay District:

- A. Utilities. All buildings shall be served by a public sanitary sewage disposal system and public water supply or any available public utilities. All utility lines and services shall be placed underground.
- B. Stormwater Facilities. Stormwater facilities and supporting calculations must be provided in accordance with the Ambler Borough Subdivision and Land Development Ordinance [Chapter 22]. Recognizing the intent of the Borough to encourage redevelopment and reuse and the need to protect the health, safety and welfare of property owners, employees and residents, the Borough may apply some flexibility in addressing stormwater and related issues. Developers are encouraged to utilize innovative stormwater control techniques such as porous pavements. Applicants and or landowners may challenge the official floodplain delineation in accordance with the procedures required by the Federal Emergency Management Agency, Federal Insurance Administration.
- C. Transportation Impact Study. A transportation impact study shall be completed for all development within the RO District in accordance with the provisions of this section, which shall supersede §22-310, Traffic Impact Study, of the Borough of Ambler Subdivision and Land Development Ordinance.
  - (1) Intent. A transportation impact study (TIS) is intended to enable Ambler Borough to assess the transportation impacts of a proposed development or redevelopment with the RO Redevelopment Overlay. Specifically, its purpose is to:

- (a) Ensure a safe and efficient transportation network for all users, including drivers, pedestrians, bicyclists, and transit users.
  - (b) Identify any transportation problems that may be created in the existing transportation system as a result of the proposed development.
  - (c) Identify solutions to potential problems and to present mitigation improvements to be incorporated into the proposal or into the transportation systems within the study area.
  - (d) Assist in the protection of air quality and the conservation of energy and to encourage the use of alternative transportation modes where available.
  - (e) Ensure that TIS submissions to the Municipality are consistent with the PennDOT Publication 282, Appendix A, "Policies and Procedures for Transportation Impact Studies," (July 2017).
- (2) Preparation of study. The transportation impact study shall be prepared by a qualified traffic engineer and/or transportation planner in accordance with PennDOT Publication 46, Traffic Engineering Manual. All costs associated with the preparation of a TIS shall be borne by the applicant. The procedures and standards for the transportation impact study are set forth below. The applicant may provide funds to the Borough to enable the Borough to hire a traffic engineer of its choice to conduct the study, if this procedure is deemed appropriate and approved by the Borough.
  - (3) Coordination. Coordination with PennDOT or county highway occupancy permit (HOP) managers shall occur as appropriate. A TIS prepared in accordance with the guidelines of PennDOT as part of an application for a state HOP should be submitted to the Borough in fulfillment of the requirement for a TIS by Ambler Borough.
  - (4) Vehicle Trip generation. The anticipated number of peak hour trips and trips per day shall be determined using the Institute of Transportation Engineers (ITE) "Trip Generation Manual," 11<sup>th</sup> Edition. The proposed use or development shall be identified using the appropriate ITE land use code. The appropriate ITE land use code shall be agreed upon by the applicant and the Borough.
  - (5) Municipal scoping meeting. A municipal scoping meeting may be required to ensure that the parameters used in the TIS accurately reflect municipal conditions and expectations. The applicant should confirm the need for a municipal scoping meeting prior to submission. The municipal scoping meeting will address the number and locations of proposed access points, project schedule and phasing, intersections to be included in the analysis, specific ITE trip generation land use codes, pass-by volumes, modal splits, any trip adjustments to be used, and other area developments and programmed roadway improvements to be included in the future conditions analysis as well as potential opportunities to implement transportation demand management (TDM) activities. Agreement on all scoping parameters shall be obtained prior to initiation of the TIS. The municipal scoping meeting may be held in conjunction with the PennDOT or county scoping meeting.
  - (6) If a municipal scoping meeting is not held, the applicant shall include in the study report, at minimum, the three intersections of a local street with Butler Avenue that are closest to the proposed development.

- (7) General requirements and standards. A Transportation Impact Study shall contain the following information:
- (a) General site description. The site description shall include the size, location, proposed land uses, construction staging and completion date of the proposed subdivision or land development. If the development is residential, types of dwelling units and number of bedrooms shall also be included. A brief description of other major existing and proposed developments within the study area shall be provided. The general site description shall also include probable socioeconomic characteristics of potential site users to the extent that they may affect the transportation needs of the site (i.e., number of senior citizens).
  - (b) Transportation facilities description. The description shall contain a full documentation of all aspects of the proposed internal and proposed and existing external transportation system. This description shall include proposed internal vehicular, bicycle, and pedestrian circulation; all proposed ingress and egress locations; all internal roadway widths and rights-of-way; roadway classifications; parking conditions; traffic channelization, traffic control and traffic calming devices; and any traffic signals or other intersection control devices at all intersections within or adjacent to the site. Data provided in the report should adequately document the following:
    - 1. Traffic volume counts.
    - 2. Land use context (in study area).
    - 3. Sight distance and site access.
    - 4. Photographs.
    - 5. Pedestrian, bike, and transit facilities.
  - (c) Existing conditions scenario. Full documentation shall be provided to adequately describe and evaluate traffic conditions throughout the study area including, but not limited to, peak hourly volume, intersection turning movement counts, capacity and level of service analysis, and the past five years of crash analysis. Complete traffic counts encompassing and documenting the peak traffic and peak development generated hours shall be required for the three intersections of a local street with Butler Avenue that are closest to the proposed development.
  - (d) Background traffic. Projections of traffic volumes at the project opening year and design horizon shall be made by applying a growth factor to existing base traffic volumes. Planned and permitted developments that will impact the study area shall be evaluated for addition to future traffic volume. Existing traffic counts to be used for traffic volume projections should not be older than three years from the current year of the study, unless approved by the Borough Engineer.
  - (e) Traffic characteristics of the proposed development. The following characteristics of traffic generated by a proposed development shall be estimated based upon reasonable sources as agreed upon by the Ambler Borough and the applicant.

1. Trip generation - total volume of traffic arriving at and departing from a site. This shall include projected vehicular, pedestrian, and bicycle volumes, as well as transit ridership.
  2. Modal split - the form or type of transportation used to reach or depart from a site.
  3. Trip distribution - the arrival and departure pattern of traffic at a site.
  4. Traffic assignment - typical routes used to arrive at or depart from a site.
- (f) Future analysis. Future traffic volumes for the study area at the project opening year and design horizon year shall be projected in at least two scenarios: with and without the proposed development.
- (g) Level of service requirements. The TIS shall compare the operating LOS and delay for the design horizon year both with and without the development. An evaluation comparing the without development and with development scenarios shall be used to determine if the overall LOS has dropped. The impact of development on the level of service at all intersections within the study area shall be evaluated. This shall include the three intersections of a local street with Butler Avenue that are closest to the proposed development. Level of service below "C" shall be considered deficient and a mitigation analysis shall be performed.
- (h) Mitigation analysis. If level of service requirements are not realized, the study shall outline mitigation measures and demonstrate any changes to the level of service achieved by these measures. Any alternatives or suggested phasing of improvements shall be described. The mitigation measures may include recommendations such as roadway widening, changes in striping, turning lanes, deceleration lanes/tapers, changes to signalization, use of access management techniques, or a reduction in the proposed intensity of the use. The responsibility and timing of all recommended roadway improvements shall be described within the transportation impact study.
- (i) Street improvements. The study shall include recommendations for street improvements bordering the site that will be used to accommodate the traffic generated by the proposed subdivision or land development; and cost estimates for the associated recommendations. In any location where signalization is considered, so too shall the addition of a roundabout or mini-roundabout be considered and studied.
- (j) Multiple phases. If the proposed subdivision or land development will occur in multiple phases, then calculations for the completion of each phase shall be provided in the study.
- (8) Time of submission. The transportation impact study shall be submitted to the Borough with the preliminary plan submission. Revisions to preliminary plans may constitute the need for re-submission of the transportation impact study for the revised conditions. An application which requires a TIS shall not be considered complete until the TIS is submitted.

- (9) Implementation. Borough Council shall review the transportation impact study to analyze its adequacy in solving any traffic problems that will occur due to the land development or subdivision. Borough Council may determine that certain improvements on and/or adjacent to the site, including those related to access or egress, are necessary requirements for land development or subdivision plan approval and may attach these as conditions to the approval. If Borough Council determines that such additional improvements are necessary, the developer shall have the opportunity to submit alternative improvement designs to obtain plan approval.
- (10) Emergency response organizations. The Borough shall submit all land development plans to the fire department, police department, and any other emergency response organization having jurisdiction within the area of the proposed development for review and comment. If requested by any emergency response organization, Borough Council may require the developer of a land development to provide emergency signal preemption for any traffic signals located within or immediately adjacent to the development.
- D. Access. Each development shall have physical access to a public street. Developers are encouraged to share access points and/or driveways.
- E. Streets. Streets proposed for dedication within the development shall be interconnected with each other and with streets on abutting properties and approved by Borough Council.
- F. Ownership and Maintenance of Common Open Space and Facilities. Ownership and maintenance of common open space and other common facilities shall be provided for in accordance with the regulations of §27-402 of this Chapter. All open space shall be permanently deed restricted from future subdivision and development.
- G. Solid Waste. All solid waste facilities shall be located no closer than five feet from any property line and a site element screen shall be provided in accordance with the landscape planting requirements of the Borough Subdivision and Land Development Ordinance [Chapter 22].
- H. Signs. All signs shall meet the requirements of Part 20.
- I. Lighting Facilities.
  - (1) All nonpublic sidewalk, walkway, parking and building lighting fixtures shall be of a style and design that is either consistent with or complementary to those utilized throughout the Redevelopment Overlay.
  - (2) Lamp posts for all existing and proposed streets shall match existing lamp posts utilized throughout the Redevelopment Overlay District. The specifications for existing lamp posts may be requested from the Borough Engineer.
  - (3) Strict adherence to §27-412, Lighting Criteria Applicable to All Zoning Districts, is required.
- J. Landscaping. Landscaping requirements in the RO District shall meet all provisions of the Borough's Subdivision and Land Development Ordinance [Chapter 22], except as modified or supplemented below:
  - (1) General standards.
    - (a) All areas of the site not devoted to buildings, parking, roadways, pedestrian pathways, and public gathering spaces or plazas shall be landscaped with trees, shrubs, ornamental plants and grasses, or other appropriate groundcover.

- (b) All landscaping shall be guaranteed for a period of ten (10) years and any dead, diseased, or dying plant materials shall be replaced no later than the next planting season.
    - (c) Plant species shall be selected from §100.6, Recommended Plant Material List, where applicable.
  - (2) Street trees. Street trees shall be provided in accordance with §100.3, Street Trees.
  - (3) Foundation plantings.
    - (a) Foundation plantings shall be provided between a sidewalk and any building façade.
    - (b) Foundation plantings shall include a mix of shrubs, perennials, and ornamental grasses, and may be located either within an in-ground planting bed or within a permanent architectural planter.
    - (c) Notwithstanding the above, foundation plantings shall not be required where the sidewalk is extended to the build-to line and directly abuts the façade of a building.
  - (4) Planting buffer. All mixed-use or nonresidential developments shall provide a permanent landscaped planting area of at least 10 feet in depth (inclusive of curb, but not sidewalk, of up to one foot in width) along all property lines adjacent to a residentially zoned property. The buffer shall meet the requirements of §100.4. Buffers and Screens.
- K. Pedestrian Design Standards. Public and private pedestrian access and circulation shall be included in all development proposals. Pedestrian access links shall be provided for all uses as specified on the Redevelopment Area Plan for access to open space areas and principal destinations such as the Ambler Borough Main Street Corridor, the SEPTA train station and the Wissahickon Conservation Corridor. The following standards shall apply throughout the RO:
  - (1) Sidewalks within an unimpeded pedestrian pathway width of at least eight (8) feet shall be required along all existing and proposed streets and driveways within the RO.
  - (2) Paved pedestrian walkways, sidewalks, trails or equivalent with a minimum width of five (5) feet shall connect road frontage sidewalks to building entries, parking area(s) and other significant destination areas (i.e., passenger rail station, major open space areas and/or historically or culturally important sites).
  - (3) Sidewalks shall connect to existing sidewalks on abutting tracts and other nearby pedestrian destination points and transit stops. Unpaved walking trails may be substituted for paved sidewalks in cases where the developer has proven that such trails would be more appropriate to the development's surroundings (i.e., along a watercourse, connection to an existing trail network, etc.).
  - (4) All pedestrian amenities shall be designed in accordance with the standards of the Americans with Disabilities Act.
  - (5) Walkways between office buildings, retail establishments and housing areas shall facilitate "walkability." Direct pedestrian connections to public transit stops, the Downtown Commercial District and adjacent properties shall be accommodated within the overall land use plan.
  - (6) Sidewalks and pedestrian access links shall be constructed of a hard, durable, all-weather surface. Alternative paving materials, such as high density concrete pavers,



may be utilized but must be of a color and texture matching that existing elsewhere in the Borough's Main Street and/or development areas and must be approved by the Borough.

- (7) For frontages on Main Street and Butler Avenue, a four (4) foot wide verge shall be provided between the sidewalk and curblin which may be either landscaped or hardscaped. For frontages other than Main Street and Butler Avenue, a two (2) foot wide verge shall be provided between the sidewalk and curblin which may be either landscaped or hardscaped.
- (8) Crosswalks. Crosswalks shall be clearly delineated at all intersections and marked to the width of the largest contributing sidewalk or internal pedestrian pathway. In no case shall the width of the crosswalk be less than five (5) feet. Furthermore, pedestrian signalization shall be provided at intersections where traffic signals exist.

L. Bus stops.

- (a) The developer shall coordinate with SEPTA, or any other public transit provider, on providing or improving existing bus stops when a public bus transit route operates or has a stop located on a public or private street frontage directly abutting a development within the RO.
- (b) The developer shall coordinate with SEPTA on the stop design. The appropriate transit stop improvements and shelter shall be provided meeting the most recent SEPTA Bus Stop Design Guidelines. Transit stops shall include, at a minimum, a shelter or enclosure, seating, and schedule information.
- (c) The developer shall sign a perpetual maintenance agreement with Ambler Borough demonstrating that the applicant is responsible for the maintenance of the bus shelter and associated amenities.

M. Application and Review of Development Proposals.

- (1) For all proposed developments in the RO District, a tentative conceptual sketch plan shall be submitted to the Borough Planning Commission, as defined in §22-302 of the Ambler Borough Subdivision and Land Development Ordinance [Chapter 22] with the following information also to be shown:
  - (a) A conceptual site plan showing the location of all existing and proposed buildings, drives, roadways, proposed traffic patterns, parking lots and garages, pedestrian walkways and plazas and other constructed features on the lot, plus all designated open space and open space/recreational facilities, and all water, floodway/floodplains and topographic features. Surrounding existing features may be indicated with aerial photographic information, which can be obtained from the Borough.
  - (b) Conceptual architectural plans for any proposed buildings or modifications to existing buildings shall be submitted in adequate detail to indicate building setback, footprint dimensions, building heights, building mass, entrances, loading/unloading areas and a schematic layout of building uses.
  - (c) A preliminary landscape plan meeting the requirements of §100.7.1 of the Ambler Borough Subdivision and Land Development Ordinance [Chapter 22].
  - (d) Schematic layout of utilities and stormwater facilities.

- (e) Any other pertinent data or evidence that Borough Council may require.
- N. Building Design Standards and Guidelines. The following architectural design criteria shall be complied with in all development in the RO District, and thus provide a basis for the encouragement of innovative and sound design and development practices and ensure consistency of improvements and architectural elements throughout the development area. The following criteria shall be met at preliminary and/or final plan submission.
- (1) Preliminary architectural elevations shall be submitted with any conditional use application or land development application, whichever occurs first. A registered architect shall prepare such elevations. Such elevation shall illustrate the general design, character and materials for sides of buildings visible from public streets, the passenger rail line and open space lands available for public use.
  - (2) The details of the architectural designs may be modified after conditional use approval and/or preliminary land development approval, provided the overall designs and types of materials conform to the approved plans.
  - (3) The architectural designs of all buildings shall provide a variety of rooflines and treatments, when viewed from public streets, the passenger rail line and public open space. Buildings shall not have the appearance of a single monolithic structure. Instead, large buildings shall have the appearance of connected smaller buildings. Building walls shall not have unbroken single appearance for more than 50 feet on the average in horizontal length. Instead, variations in materials, colors, textures, overhangs, building recesses of at least 20 feet, display windows and/or entrance ways shall be used to provide visual interest.
  - (4) The architectural design of a building's vertical height shall be broken with variations in materials, colors, textures, setbacks, fenestration and architectural detailing. All buildings within a development project shall have a unified or complementary architectural character. Developments shall create focal points with respect to avenues of approach, or other buildings, and relate open space between all existing and proposed buildings.
  - (5) Screening of certain features.
    - (a) Rooftop equipment or features. Rooftop HVAC systems, elevator equipment, or any other mechanical or utilitarian protuberances shall be screened from view from adjacent buildings and from ground level using similar building materials and in a manner that is consistent with the architectural design of the building.
    - (b) Loading docks. Loading docks shall be incorporated into the overall site design. These areas shall be located and screened so that the visual and acoustic impact of these functions are fully contained and out of view of adjacent properties and public streets.
    - (c) Refuse collection facilities. Refuse collection areas shall be located with buildings wherever feasible; however, where indoor refuse collection and storage is not feasible, the refuse collection area shall be located to the rear of the building. All exterior refuse collection areas shall be screened from neighboring properties, public and private streets, parking areas, and public gathering spaces through a combination of low walls, fencing, or hedges.

- (6) Applicants are encouraged to use color schemes that contribute to the overall character of the Borough. However, companies will not be required to abandon their legally protected trademarks, logos, color schemes and trim colors provided they are appropriately integrated into an aesthetically pleasing overall design.
- (7) A coordinated design scheme shall be presented that will promote attractive sign designs among tenants. A detailed design shall be presented for freestanding signs for the development during the subdivision/land development process
- O. Demolition of Existing Structures. Demolition of existing structures shall require a demolition permit from the Borough. Proposed demolition of existing structures in the RO District must be included in all conceptual sketch plan submittals.

§27-2706. Miscellaneous

- A. To the extent of any inconsistency between this ordinance and any earlier-adopted ordinance, the inconsistent language in the earlier ordinance is repealed to the extent of such inconsistency.
- B. In the event that a court of competent jurisdiction invalidates any portion of this ordinance, then to the extent possible, the invalid portion shall be severed from the remainder, which shall remain in full force and effect.
- C. This ordinance is effective on the earliest effective date recognized by section 3301.3(b) of the Pennsylvania Borough Code.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
 Glynnis Siskind, Borough Council President

Attest: \_\_\_\_\_  
 Mary Aversa, Secretary

Approved: \_\_\_\_\_  
 Jeanne Sorg, Mayor (date)

RESOLUTION 2024-9

Montgomery County Tax Collection Committee Delegate/Alternate Appointment Resolution

Background. Act 32 § 505 (b) requires the governing bodies of school districts, townships, boroughs, and cities that impose an earned income tax to appoint one voting delegate and one or more alternate delegates to be their Tax Collection Committee (TCC) representatives. The purpose of this resolution is to appoint the required delegates. The appointed individuals have consented to appointment.

RESOLVED, by the Borough of Ambler , Montgomery County, Pennsylvania that the following individuals are appointed as TCC delegates for The Borough Of Ambler , Montgomery County, Pennsylvania.

1. Elizabeth Wahl
2. Tara Jones

If the primary voting delegate cannot be present for a TCC meeting, the alternate voting delegate shall be the representative at the TCC meeting.

These appointments are effective immediately and shall continue until successors are appointed. All delegates shall serve at the pleasure of this governing body and may be removed at any time.

Certification of adoption. The undersigned certifies that the above Resolution was adopted at a public meeting on this date.

Date: August 20, 2024

\_\_\_\_\_  
Mary Aversa, Borough Secretary

\_\_\_\_\_  
Glynnis Siskind, Council President

# Borough Of Ambler

131 ROSEMARY AVENUE  
AMBLER, PENNSYLVANIA 19002-4476

PHONE 215-646-1000  
FAX 215-641-1355 ADMINISTRATION  
FAX 215-641-1921 WATER DEPARTMENT  
WEBSITE: [www.boroughofambler.com](http://www.boroughofambler.com)



## Memorandum

**To:** Ambler Borough Council  
**From:** Glenn Kucher, Code Enforcement Officer  
**Date:** August 14, 2024  
**Re:** Pickering Field Sidewalk Project Update

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The Borough received funding for sidewalks along Highland Avenue and put together plans in 2006. This funding required multiple permits through various agencies and was approved for construction in the spring of 2024. The Borough had 5 trees labeled for removal and replacement at Pickering Field, that had been on the plans since the original submittal. These trees were marked for possible removal on July 2, 2024. Vito Pagano (Public Works Superintendent) and I questioned if the removal was necessary and advised the contractor not to remove any trees until Jim Dougherty (Borough Engineer) returned to the office the following Monday July 8<sup>th</sup>.

Upon return to the office and inspection of the site Jim Dougherty updated the construction plans so that no trees would be removed and advised the contractors site to prune/trim roots so that the excavation to construct the sidewalks does not damage the roots. This work was always in the scope of this project and was overseen by an arborist.

At the July 16, 2024 Council meeting, Borough Council requested the Borough contact an additional arborist to perform an evaluation and report to ensure the health of the tree. Borough staff reached out to Pete Benz (arborist) of Plant Health Solutions, Inc who has consulted with the Borough and EAC in the past. Mr. Benz is currently involved in mectinite trunk injections for Borough ash trees as recent as June this year in Riccardi Park and has been consulted for various tree issues in the Borough for years.

Mr. Benz inspected the trees at the park on July 30, 2024 and produced the attached report on August 4, 2024. According to the original plan, the tree at the corner of Highland and Park was not to be removed. The arborist **recommends** this be removed. There was an additional tree mid-block on Highland the plans had to be removed that the arborist didn't include in his recommendation. The other trees recommended by the arborist to be removed are the same as the plans showed.

The funding in the grant for removal and replacement of the trees was redirected to the changes in the plans shifting the sidewalk to avoid the trees further. The contractor pruned the trees and removed the large dead branch in risk of falling into Highland from the tree by the score board with the weeping canker. This tree will continue to further decline with a risk of large branches falling onto the sidewalk and / or Highland Avenue. Mr. Benz stated during the inspection these trees could decline in one year, three years, five years, or ten years and that it was difficult to **estimate**.

The Borough will continue to monitor the trees for decline and recommend increasing the general fund budget moving forward for possibly removal estimated cost \$1,300 for removal and \$1,400 per tree for replacement with 3-inch caliper trees for a total of \$16,200 adjusted annually for inflation. Please note that these numbers are less expensive than average because of the larger scope of work involved in this project. These funds were originally earmarked in the grant funding but will now need to come out of the general fund when removal is necessary.

*\*\*\* Please note the budget line item for "Contracted Services Repairs Parks" is used for such projects was allocated approximately \$26,000 in 2024. This line item includes funding for such things as trash removal at the parks, bathroom maintenance, tree trimming / pruning in parks and Butler Avenue, playground equipment maintenance, and mulch along with tree treatments. This line item was approximately \$10,000 over budget for the year 2023.*

**From:** Peter Benz <peter@planthealthsolutions.com>  
**Sent:** Sunday, August 4, 2024 11:00 AM  
**To:** Jim Dougherty <JDOUGHERTY@gilmore-assoc.com>  
**Cc:** Glenn Kucher <code@Borough.Ambler.pa.us>; Mary Aversa <maversa@borough.ambler.pa.us>  
**Subject:** Re: Picking Field, Ambler plans

Hello Jim, Glenn and Mary,

I will follow this email with a marked plan of Pickering Field, with the 6 trees labeled for removal that I am recommending. These trees have the following issues, which will lead to their eventual decline:

- Extensive grafted, girdling roots
- Extensive root damage from past mowing equipment
- Weeping Canker
- Brittle Cinder Fungus

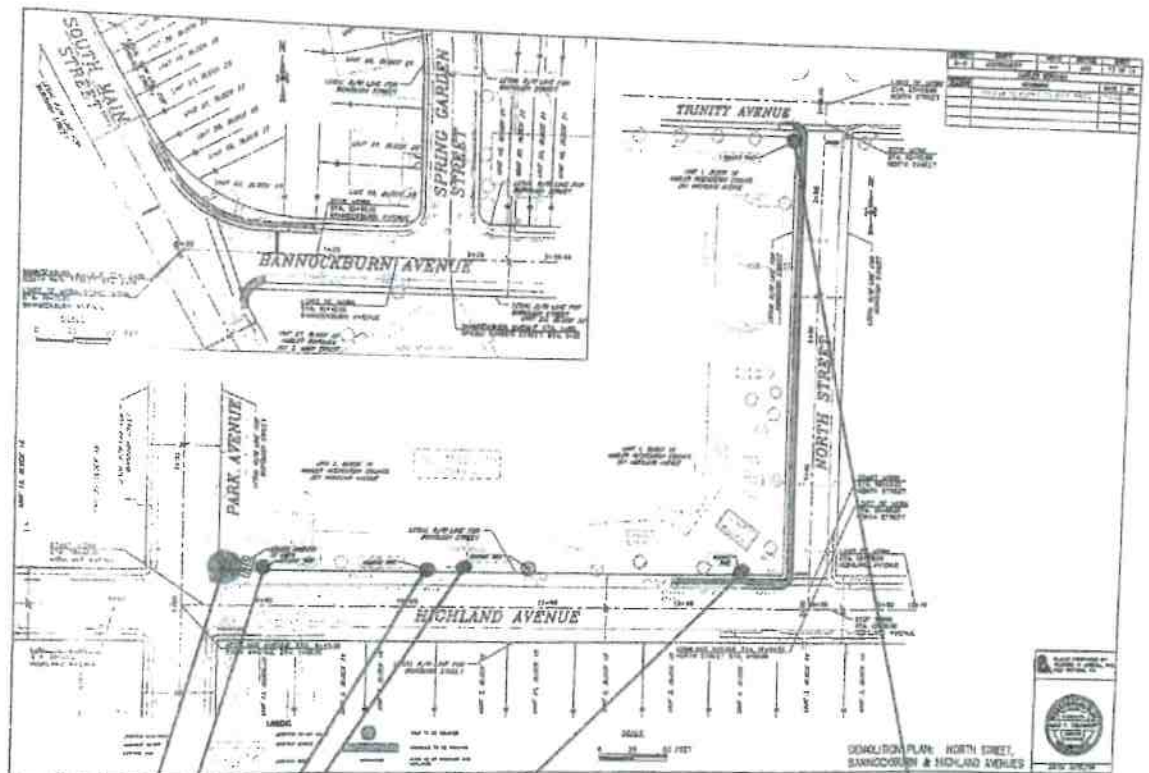
It does not make sense to spend money on treatments which will not save these trees. If left in place, their decline would accelerate, causing canopy dieback and falling limbs in high traffic areas.

Trees recommended for removal:

- 1 - 21" DBH Horse Chestnut
- 2 - 22" DBH Horse Chestnut
- 3 - 20" DBH Horse Chestnut
- 4 - 22.5" DBH Burr Oak
- 5 - 31" DBH Horse Chestnut
- 6 - 18" DBH Horse Chestnut

Best regards, Peter Benz

Peter Benz  
ISA Certified Arborist  
Plant Health Solutions, Inc.  
215-262-2409  
[www.planthealthsolutions.com](http://www.planthealthsolutions.com)

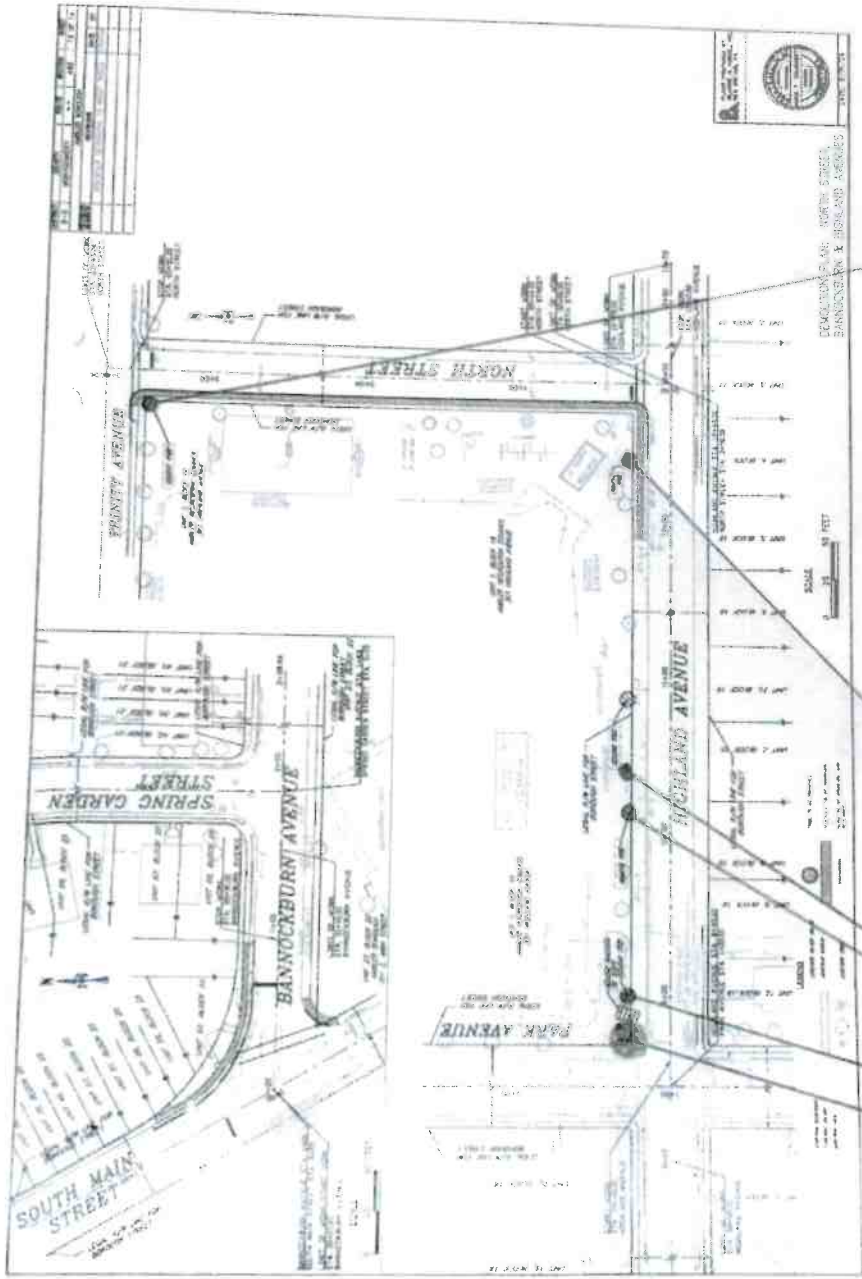


PMS Recommend  
Removal of the  
following trees

- 1 - 21" DBH Horse Chestnut
- 2 - 22" DBH Horse Chestnut
- 3 - 20" DBH Horse Chestnut
- 4 - 22.5" DBH Burr Oak
- 5 - 31" DBH Horse Chestnut

6 - 18" Horse Chestnut





DHS Recurrent  
Removal of the  
following trees

- 1 - 21" DBH Horse Chestnut
- 2 - 22" DBH Horse Chestnut
- 3 - 20" DBH Horse Chestnut
- 4 - 22.5" DBH Burr Oak
- 5 - 31" DBH Horse Chestnut

6 - 18" Horse Chestnut

## **Zoning Notice**

**Notice is Hereby** given that the Zoning Hearing Board of the Borough of Ambler will continue a public hearing on August 26, 2024 at 6:30 pm prevailing time at the Ambler Borough Hall, 131 Rosemary Avenue, Ambler, Pa 19002. At that time, the Zoning Hearing Board will hear additional testimony and accept additional evidence on the application of Cindy Jimenez and Manuel Jimenez (sublessee) for the real property located at 27 W. Butler Avenue, Ambler, PA 19002 parcel number 01-00-00532-00-7 (the "Tract") located in a Commercial (C) district requesting a special exception pursuant to Section 27-1910.G to permit grading within the Floodplain Conservation District. The applicant further requests a special exception pursuant to the provisions of 27-1910.I to permit a fence within the Floodplain Conservation District. In addition the applicant is requesting a variance from Section 27-1911.3 and Section 27-1911.4 as well as a special exception pursuant to 27-1912.2 and 27-1910.G to permit the a patio within the Floodplain Conservation District.

All interested parties are invited to attend and participate in the hearing. Any individual with a disability wishing to attend the above scheduled hearing who requires an auxiliary aid, service or other special accommodations to participate in this hearing should contact the Borough at (215) 646-1000 as soon as possible to discuss how the Borough of Ambler can best provide assistance.

## Public Safety Committee

The Committee meeting was held on August 6, at 7:00pm. Committee members: Amy Hughes – Chair, Jen Henderson, Nancy Roecker Coates and Lou Orehek.

**The Committee will make no recommendations.**

**The following business will be discussed:**

1. The Police Department report is attached.
2. The Community Ambulance report is **attached**.
3. The Fire Department report is **attached**.
4. The Public Works and the Code Enforcement reports were received.
5. The Butler Avenue Traffic Study is complete, A meeting is scheduled for August 19<sup>th</sup> at 6:00 pm to discuss the next steps.



EMERGENCY: DIAL 911  
EMAIL: [info@amblerambulance.org](mailto:info@amblerambulance.org)

BUSINESS: (215) 643-6517  
FAX: (215) 643-5212

*Excellence in Pre-Hospital Care*  
COMMUNITY AMBULANCE ASSOCIATION, AMBLER  
1414 E. BUTLER PIKE  
P.O. BOX 98  
AMBLER, PENNSYLVANIA 19002

### Amble Borough Statistics - 2024

<u>Month</u>	<u>Calls in Borough</u>	<u>Total Calls for CAAA</u>
January	74	502
February	75	417
March	67	488
April	58	449
May	49	461
June	67	470
July	71	494
<u>YTD Totals</u>	461	3,281

*Serving Amble Borough, Lower Gwynedd Township,  
Springfield Township and Portions of Upper Dullin Township*



Wissahickon Fire Company  
 Fire Chief Report  
 July 2024 (213 days)

Township	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Total	%
Ambler	18	12	18	27	24	14	26						139	38%
Conshohocken							1						1	0%
East Norriton		1											1	0%
Horsham	4			1	1	1							7	2%
Lower Gwynedd	31	15	16	19	21	23	37						162	45%
Montgomery	2		2	2	1	1	3						11	3%
Norristown			1			1							2	1%
Plymouth		1	1				1						3	1%
Springfield	1												1	0%
Upper Dublin	3			2	1		4						10	3%
Upper Gwynedd			1										1	0%
Whitemarsh	2	2	3	2	2	2	4						17	5%
Whitpain	1		2	1	3		1						8	2%
Worcester	1												1	0%
<b>TOTAL</b>	<b>63</b>	<b>31</b>	<b>44</b>	<b>54</b>	<b>53</b>	<b>42</b>	<b>77</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>364</b>	<b>100%</b>

Type of Call	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Total	%
Accident Standby	2	2	1	1	2	1	1						10	3%
AFA Actual	21	7	9	13	20	12	18						100	27%
AFA False	7	4	6	9	14	12	24						76	21%
Appliance		1		1		1							3	1%
Assist EMS	1	1	1		1								4	1%
Assist Police		1					1						2	1%
Brush				2	1	1	1						5	1%
Building Investigation	4	1	1	4	1		1						12	3%
CO Detector	1	2		1	3		4						11	3%
Commercial Bldg	3	1	3	4	1	4	3						19	5%
Elevator Rescue	1	1	6				2						10	3%
Fast Team Assist	1	1	1										3	1%
Gas Odor Inside	2	1	3	4	1		3						14	4%
Gas Odor Outside	2	1	1	1		3	3						11	3%
Hazardous Materials			1										1	0%
Non Comm Bldg	6		2	3	4		5						20	5%
Officer Investigation	5		4	3	1	2	1						16	4%
Search		1											1	0%
Smoke in area		1				1							2	1%
Special Service						1							1	0%
Standby other fire station	1			1		1	2						5	1%
Traffic Unit assist	1	2	1	3			3						10	3%
Trash													0	0%
Vehicle Fire	3	1			1	1	1						7	2%
Vehicle Leaking fuel													0	0%
Vehicle Rescue		1	2		1		1						5	1%
Water Rescue													0	0%
Wires	2	1	2	4	2	2	3						16	4%
<b>TOTAL</b>	<b>63</b>	<b>31</b>	<b>44</b>	<b>54</b>	<b>53</b>	<b>42</b>	<b>77</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>364</b>	<b>100%</b>

Day of the week	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Total	%
Monday	15	4	5	8	4	6	15						57	16%
Tuesday	8	7	5	6	6	10	12						54	15%
Wednesday	13	3	9	10	16	4	12						67	18%
Thursday	9	4	3	7	1	8	2						34	9%
Friday	4	3	8	8	9	6	13						51	14%
Saturday	7	4	6	11	5	6	10						49	13%
Sunday	7	6	8	4	12	2	13						52	14%
<b>TOTAL</b>	<b>63</b>	<b>31</b>	<b>44</b>	<b>54</b>	<b>53</b>	<b>42</b>	<b>77</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>364</b>	<b>100%</b>



Wissahickon Fire Company  
 Fire Chief Report  
 July 2024 (213 days)

Attendance	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Total	%
Day Calls (M to F 6AM to 6PM)	29	13	17	28	24	24	34						169	46%
Attendance at Day Calls	318	152	158	333	275	229	371						1,836	
Average Day Calls	11.0	11.7	9.3	11.9	11.5	9.5	10.9	-	-	-	-	-	10.9	
Night & Weekend Calls	34	18	27	26	29	18	43						195	54%
Attendance at N & W Calls	450	201	323	340	389	197	489						2,389	
Average Night & Weekend	13.2	11.2	12.0	13.1	13.4	10.9	11.4	-	-	-	-	-	12.3	
Total Calls	63	31	44	54	53	42	77						364	100%
Total Attendance	768	353	481	673	664	426	860						4,225	
Average Total Calls	12.2	11.4	10.9	12.5	12.5	10.2	11.2						11.6	
Average Fire Attendance 7A	9.8	9.5	8.9	10.3	10.1	7.7	8.5						9.3	
Average Fire Attendance 7B	2.4	1.9	2.0	2.2	2.4	2.5	2.7						2.3	
Average Fire Attendance	12.2	11.4	10.9	12.5	12.5	10.2	11.2	-	-	-	-	-	11.6	
Total Drills	4	4	4	5	3	4	5						29	
Total Drill Attendance	126	133	123	148	90	109	132						861	
Average Drill Attendance	31.5	33.3	30.8	29.6	30.0	27.3	26.4						29.7	

Monday Trainings	Jan-24	Feb-24	Mar-24	Apr-24
Organization Recap		Haz Mat refresher Part 1	NRS ALS Water Rescue boat	Rope Rescue training
Blood Borne Pathogens		NRS ALS Water Rescue boat	Truck Inventory Check	Truck Inv. & Cleanup from fire
Equipment Check		Haz Mat refresher Part 2	Urban Water Rescue class	Hoseline advancement
Station / Truck Cleaning		Hoarding Conditions Capt Brown	SCBA Fit Testing	Search Drill - Main St
				Rope training for tool lowering
Total Hours Training	315	Total Hours Training 333	Total Hours Training 308	Total Hours Training 370
	May-24	Jun-24	Jul-24	Aug-24
Pump Operations		Equipment check	Parade Prep of trucks	
Vehicle Rescue		Vehicle rescue - car on side	Saw practice @ acquired house	
Vehicle Rescue		Recap 88 Fatal Fire	High Rise training	
		Parade prep of vehicles	NRS rescue boat	
			Air Bags & Struts	
Total Hours Training	225	Total Hours Training 273	Total Hours Training 330	Total Hours Training 61



Wissahickon Fire Company  
 Fire Chief Report  
 July 2024 (213 days)

Count of Alarm 2024								
Hour of Day	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
0	2		2	2	1		2	9
1						1	1	2
2	1	1	1	2		1		6
3	1			1		2		4
4		2	1	1	1	1		6
5		1	2	1	1	1		6
6	2		4	1		3	2	12
7	2	4	3	2	1	1	2	15
8	1	4	2	1	1	4	1	14
9	3	6	4	3	3	2	2	23
10	2	7	2	6	2	3	2	24
11	3	5	3	4	3	2		20
12	1	5	4	4	4	3	2	23
13	3	2	1	4	1		3	14
14	4	6	3	5	1	4	2	25
15	2	2	1	4	2	1	3	15
16	3	2	5	1	2	1	4	18
17	2	3	3	4	2	4	3	21
18	3	2	1	5		4	3	18
19	7		2	3	1	2	6	21
20	4		2	2	1	5	3	17
21	4	4	4	6	4	4	3	29
22	1		2	2	2		4	11
23	1	1	2	3	1	2	1	11
Grand Total	52	57	54	67	34	51	49	364

## Public Utilities Committee

The Committee meeting was held on August 6, at 7:00pm. Committee Members: Karen Sheedy - Chair, Amy Hughes Lou Orehek and David Hui.

**The Committee will consider the following recommendation.**

1. See **attached** memo and proposal from Invoice Cloud to accept payments from water customers.

**The following business will be discussed:**

1. The WWTP Engineer's report was received.
2. The Ambler WWTP is requesting quotes for the supply and installation of VFDs (Variable Frequency Drives) for ALL 5 blowers as part of the digester conversions.
3. The Committee discussed the sewer lateral inspections.
4. **Attached** is the bidding schedule for the North Wales water main improvements and connection.

### Approved at the Committee Meeting

1. An executive session was held to discuss the PFAS litigation. A recommendation was approved to not participate in the PFAS settlement. 9-Aye

### Recommendations:

1. A decision is requested on the proposal from Invoice Cloud to accept water payments.



The Borough of Ambler Water Department is looking to implement a new online payment system for our customers that would replace our current payment system, MuniLink. The name of the new payment system is Invoice Cloud. The new payment system is cloud based and works in real time.

We have had many discussions and demonstrations with Invoice Cloud and have found that the program appears to be easy to use for both the consumer (Ambler) as well as our customers. Here are some of the many great features we find useful:

- No cost to The Borough of Ambler
- Invoice Cloud has partnered with MuniLink (our current billing provider) so there is no integration fee or contract fee to Ambler. This will make account set up with Invoice Cloud easier
- The general overall look of the product and ease of use by the customer
- 2 Convenient ways customers can receive bill notifications: email notification or text message. We currently do not have the text feature
- Convenient ways to pay are by mobile, online or call Invoice Cloud customer service after hours
- Ease of making payment. When customers receive email or text messaging bill notifications, the customers can click the provided link to automatically take them to the payment screen where they can select what payment option they would like to use. This will bypass logging on to our website to follow the links to make payment
- Customers can choose how to pay their bill and can select their preferred payment option to be paid automatically on future bills. There are many customizable options with this system that we feel would meet any number of needs the customer may have
- Types of accepted payments: Echeck, Visa, Mastercard, American Express, Discover, Apple pay, Google Pay, Venmo and PayPal. Echeck payment is \$1.95 per transaction and 3.15% of credit card transactions or a minimum of \$2.50 per transaction
- Delinquent notices can be sent by text message and email as a reminder to customers. This will replace us manually printing a doorhanger and sending our techs to the property to be delivered. We currently don't have this feature
- This will save the Borough money on postage as more customers enroll

## Billers Agreement

**1. License Grant & Restrictions.** Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

**2. Privacy & Security.** Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

**3. Account Information and Data.** Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

**4. Confidentiality / Intellectual Property Ownership.** Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

## Biller Agreement

**5. Billing.** Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than the greater of CPI for the preceding period or 5%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

**6. Term and Termination.** The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of five (5) years after the Go Live Date ("Initial Term"), and will automatically renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial Term or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

**7. Invoice Cloud Responsibilities.** Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached hereto and incorporated herein by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

**8. Limited Warranty.** EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

**9. Biller's Responsibilities.** Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

## Billor Agreement

Billor is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Billor is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Billor's Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Billor allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Billor will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Billor may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Billor give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Billor shall cooperate with Invoice Cloud to effect a timely Implementation by Billor allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Billor's software and service providers and providing to Invoice Cloud the information required to integrate with Billor's billing, CIS and other applicable systems.

**10. Indemnification.** Invoice Cloud shall indemnify and hold Billor and Billor's employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Billor's costs, and reasonable attorneys' fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction data). This indemnification does not apply to any claim or complaint relating to Billor's failure to resolve a payment dispute concerning debts owed to Billor or Billor's negligence or willful misconduct or violation of any applicable agreement or law.

### 11. Fees.

Invoice Cloud will charge the Billor and/or payer, payment transaction and other fees as provided in the Billor Order Form. In addition, Invoice Cloud will charge the fees set forth on the Billor Order Form for the initial platform setup, configuration, implementation and integration with Billor system(s) of its standard Service as set forth in the Statement of Work (the "Implementation"). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Billor following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated in the Statement of Work and Billor Order Form, and change requests and modifications to existing platform functionality not stated in the Statement of Work and Billor Order Form;
- Additional integrations or integration modifications after the Go Live Date that are not provided for in the Billor Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Billor's specifications after Billor has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties; and
- Data conversion not listed in the Statement of Work, or repetitive re-loading of data due to Billor error.

**12. Limitation of Liability.** INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLOR IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Billor.

**13. Export Control.** The Billor agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

**14. Notice.** Either party may give notice by electronic mail to the other party's email address (for Billor, that address on record on the Billor Order Form) or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Billor, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184 Attention: Client Services or [helpdesk@invoicecloud.com](mailto:helpdesk@invoicecloud.com). Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

**15. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

### 16. Insurance.

## Biller Agreement

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

**17. Immigration Laws.** Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

**18. Beta Products.** In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

### **19. General.**

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at [www.invoicecloud.com/biller-terms-and-conditions](http://www.invoicecloud.com/biller-terms-and-conditions) (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.



# Payments Portal Presentation

April 2022



**BOROUGH OF  
AMBLER**

InvoiceCloud®

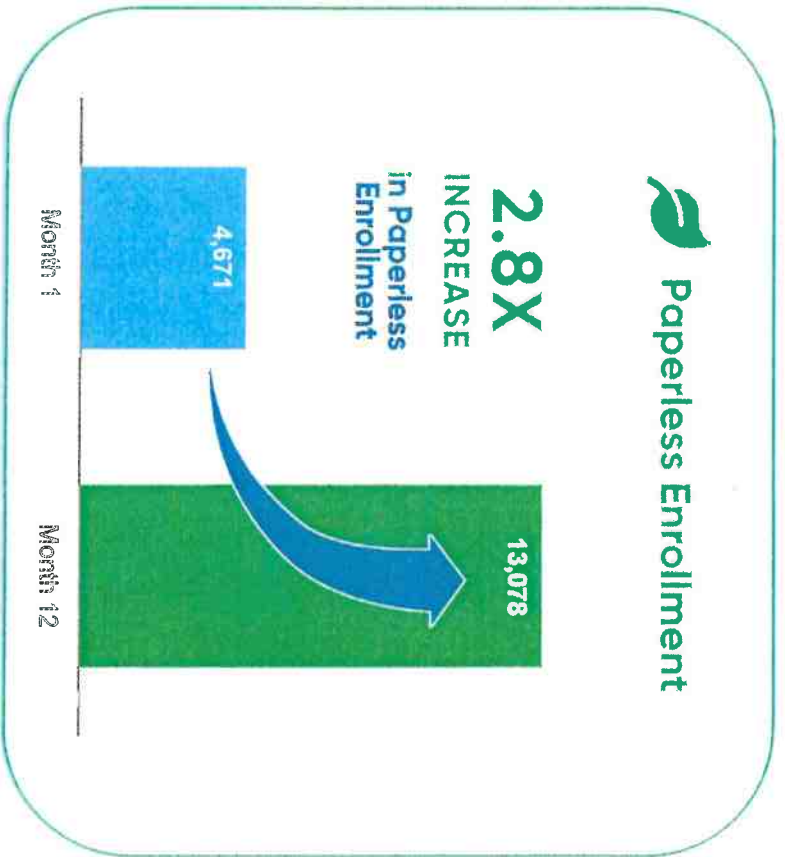
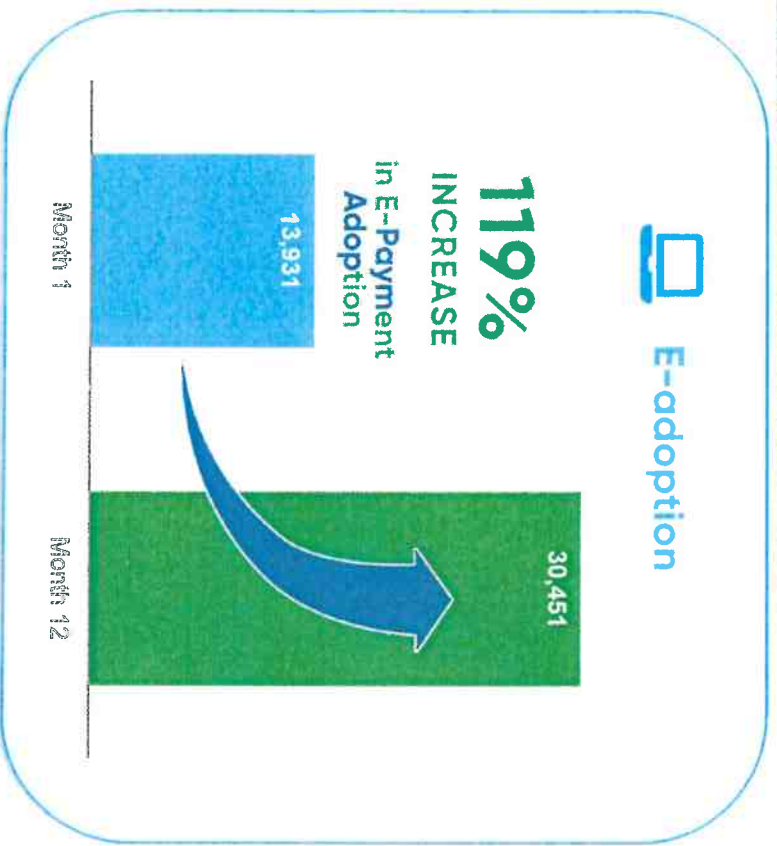


# Easy for Customers to Pay the Way They Want

Omni-channel experience



# Your Year 1 E-Adoption Growth On Invoice Cloud\*



Projected base on average year 1 results of Invoice Cloud Customers\*

InvoiceCloud®

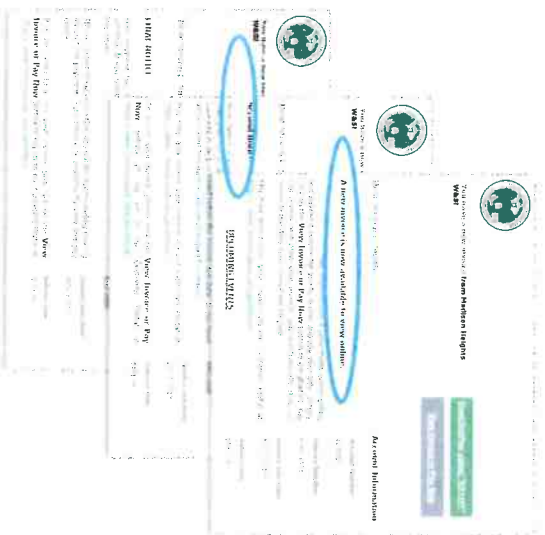


# Invoice Cloud Partnership Overview

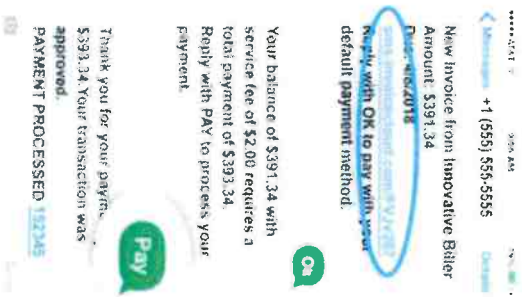
- Muni-Link and IC chose to partner because both organizations are focused on the same thing: best of breed SaaS/Cloud platforms designed to drive efficiency.
- What Muni-Link's platform does for back-office automation is what Invoice Cloud's platform does on the front end for the customer experience – and it integrates directly into your Muni-Link portal.
- Ties into Muni-Link's portal using embedded SSO, adding functionality and enhancing the user experience, resulting in 119% e-payment and 2.8X paperless increases in year 1.



# Intelligent Communications Drive Higher Adoption, More On-Time Payments, & Less Shutoffs/Reconnects



**E-mail reminders**  
up to 3 per bill  
29 event-based templates



**Text reminders**  
for those who haven't paid  
up to 3 per bill

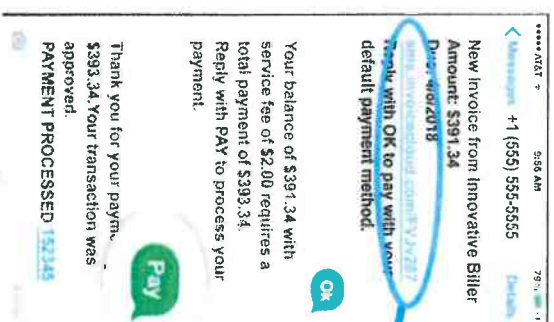


**Self Service Calendar reminders**

# Reducing Inbound CSR Phone Calls

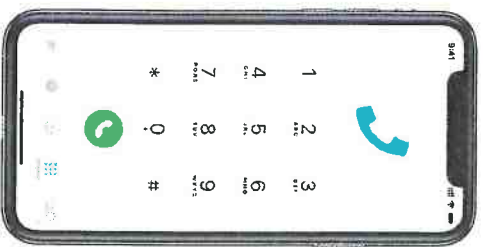
# Reducing Inbound Payment Calls

CSR Calls → CSR Initiated Text Links → Auto Enrolled E-Bill Reminders = Customers Pay Online Next Month Instead of Calling In!



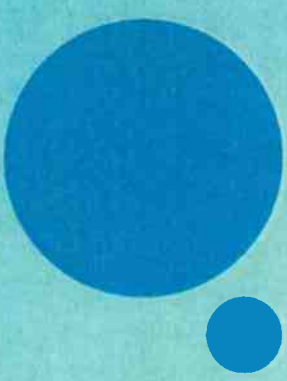
Customer service representatives can trigger text messages to Payers on demand. This allows them to send a payment link to a customer via text while they are on the phone with them.

## Enhanced Payment IVR



- Custom greeting
- Cell Phone # Authentication
- Self-service SMS text to pay
- Save Payment Method
- Real Time Posting to Muni-Link
- Transfer to an agent (and back)
- Customers won't call asking for their account number next month!

# Enhanced ACH AutoPay Process



## Invoice Cloud ACH AutoPay Process

	Manual via Bank	With Invoice Cloud
<b>ACH AutoPay/Draft Functionality</b>		
Self-Service Online Enrollment	X	✓
No Manual Data Entry by Staff	X	✓
2 Reminder Notices Before AutoPay Runs	X	✓
Payment Transaction Receipt	X	✓
Additional ACH Validation (decreases rejects)	X	✓
Automated ACH Reject Notification	X	✓
Automated Payer Notification of ACH Reject	X	✓
No Manual NACHA File Export to Bank Required	X	✓
Unencrypted Bank Account & Routing # Info Never Handled by Staff	X	✓
Automatically keep up with changing NACHA regulations	X	✓

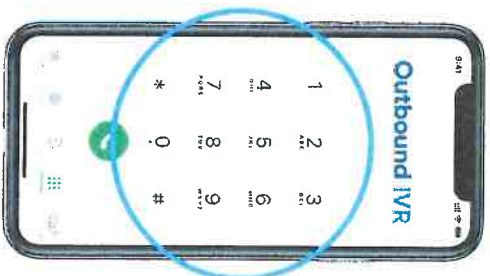
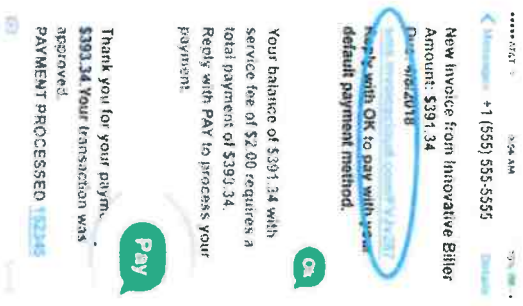
- Time Savings
- Ease of enrollment
- Increased Communications
- Reduction of Manual Steps
- Eliminate Storage of Sensitive Customer Payment Information



**Communicate:  
Are Your Payment  
Reminders Facilitating  
the Payment?**



# Intelligent Communications Drive Higher Adoption



**E-mail reminders**  
up to 3 per bill  
29 event-based templates

**Text reminders**  
for those who haven't paid  
up to 3 per bill

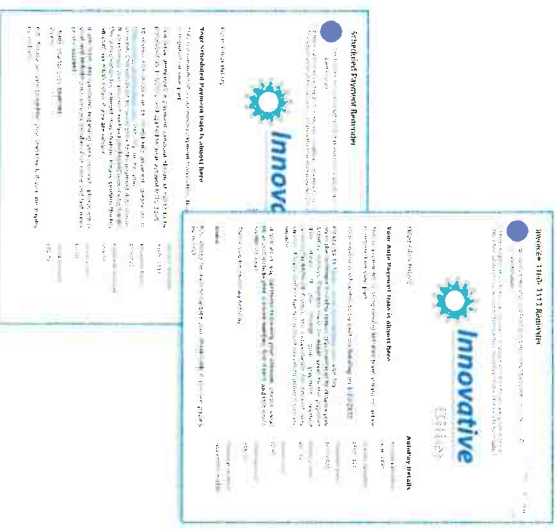
**Self Service  
Calendar  
reminders**

**Outbound  
IVR**

# Customizable E-mail Templates



**Payment Confirmation**  
**Transaction Receipt**  
 Customize text and biller logo, add template markers, insert hyperlinks



**AutoPay/Scheduled Reminders**  
**3 days before Payment**  
 Allow customers to adjust or cancel payments when needed



**ACH Reject/Chargeback**  
**Returned Payment Notice**  
 Alert payer and biller upon return from the processor



**Credit Card Expiration**  
**60/45/30/15 days prior**  
 Notify customer before stored credit card expires

# Customizable E-mail Templates

**Your Payment was Received**

Dear John Doe,

Thank you for your payment to Innovate. The amount you made through your online portal has been received. Your payment has been applied to invoice #1160-1113.

You will receive an email the next time a bill for this account is ready for your review. You may then click through the email which makes it easy to access, review and pay your bills all in one place.

If you have any questions regarding your account, please email us at [accounts@innovate.com](mailto:accounts@innovate.com) and let us know on the account.

Thank you for being a valued customer.

**Payment Confirmation**

Account Number: UTR-1160  
Invoice Number: 1160-1113  
Payment Amount: \$12.00  
Approved Date: 1/15/2016

**Online Bank Receipt**

Upon Payment Match

Notifies payer that online bank remittance was received & applied

**You have new invoices waiting for you**

Dear John Doe,

Our system has identified a number of new invoices waiting for you to access and pay your bills. The invoices listed below are now available online. Simply click on the **Pay Now** button to view and/or pay your bill. You can review and print your invoice, pay electronically now, or schedule the same your invoices will be paid.

You may also access your invoice via our Customer Portal at [www.innovate.com](http://www.innovate.com).

If you have any questions regarding your account, please email us at [accounts@innovate.com](mailto:accounts@innovate.com) and let us know on the account.

Thank you for choosing to view and pay online.

Invoice #	Invoice Type	Balance Due	Due Date	Pay This Now	Amount Due
9012345678	WARR	\$10.00	1/15/2016	Pay Now	\$10.00
9012345679	WARR	\$20.00	1/15/2016	Pay Now	\$20.00
9012345680	WARR	\$10.00	1/15/2016	Pay Now	\$10.00

**Linked Account Notice**

Consolidated Account Format

Reduces e-mail volume for payers with multiple, linked accounts

**We could not complete your scheduled payment**

Dear John Doe,

We could not complete your scheduled payment for invoice #1160-1113. The reason for this is that the account number provided in your payment information does not match the account number on file for this invoice.

Please check the account number on your payment information and ensure it matches the account number on the invoice. If you have any questions regarding your account, please email us at [accounts@innovate.com](mailto:accounts@innovate.com) and let us know on the account.

Thank you for being a valued customer.

**Payment Decline Notices**

AutoPay/Scheduled Failure

Alert payer upon decline due to issue with payment method

**Invoice# 1160-1113 Notification**

Dear John Doe,

Your payment for the referenced invoice is now past due. Please click the **Pay Now** button to pay your bill.

To access your invoice, please log on to the Customer Portal at [www.innovate.com](http://www.innovate.com).

If you have any questions regarding your account, please email us at [accounts@innovate.com](mailto:accounts@innovate.com) and let us know on the account.

Please Note: To ensure delivery of account related email notifications, please add [accounts@innovate.com](mailto:accounts@innovate.com) to your safe senders list.

**Account Information**

Account Number: UTR-1160  
Invoice Number: 1160-1113  
Invoice Due Date: 1/15/2016  
Amount Due: \$55.70

**Late Fee Notice**

Past Due Invoice

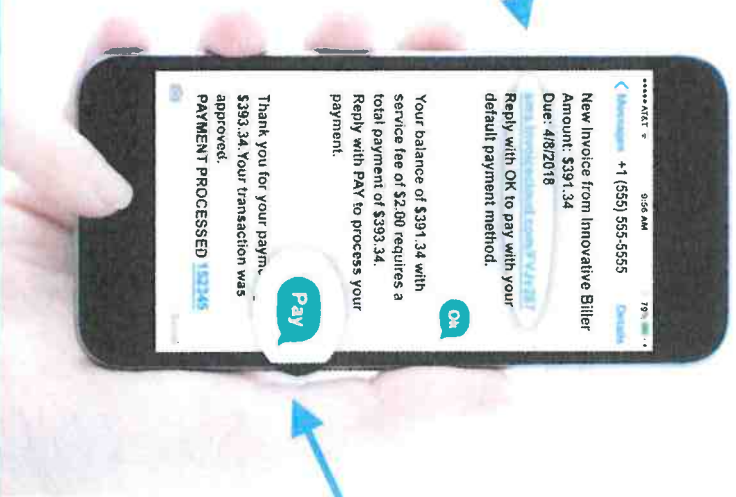
Optional late notice and late fee applied via invoice file configuration

Customer Engagement Point:

# Text Messages: Communicate → Convert

Pay by Text Reminders

Customers access the **mobile optimized payment channel** by clicking on the link



Registered customers with **stored remittance information** can Pay by Text by responding to the text with **"Pay"**

## Mary Aversa

---

**From:** Brian Brochon <BBROCHON@gilmore-assoc.com>  
**Sent:** Wednesday, July 24, 2024 11:06 AM  
**To:** Steve Smallberger  
**Cc:** Mary Aversa; Robert Johnston; John Solecki  
**Subject:** RE: NWWA interconnection project.

Hi Steve,

Here's the status of the various permits/authorizations related to the project:

MCCD – E&S permit; also involves UDT and Bob is following up; update will be provided.

UDT – Twp road opening permit (Loch Alsh Ave); Bob is continuing to follow-up w/ Ralph A and Tom F at UDT; update will be provided.

PennDOT – HOP received (Ft Washington Ave).

Williams Pipeline – they were sent plans for the proposed water crossing of their gas pipelines and have been notified several times; we will advise them of the intended bid date and let them know that they will be notified to attend a preconstruction meeting.

Church of Open Door – legal description & exhibit is to be finalized by G&A upon finalization of design plan; easement agreement w/ Church can then be executed.

Interconnection permit – consulted w/ DEP on application requirements; prep of application is in progress; additional info & coordination needed w/ NWWA including an agreement. This process can be done concurrently with construction. I will be following up with an email to NWWA shortly with a detailed list of items.

I would like to get the design plans over to you at the beginning of next week for you to review. Then maybe we could shoot to meet later next week to review the plans and discuss any comments and questions you may have before you go away? We will then wrap up any remaining plan revisions and bidding docs...

Anticipated project schedule:

Upload solicitation for bids on PennBid by 8/21/24

Borough to run advertisements as needed

Pre-bid meeting, 8/29/24 (hold on site at parking lot by booster station)

Bids due, 9/10/24

Award at Council Mtg, 9/17/24

Preconstruction meeting / Notice to Proceed, 10/15/24\*

Substantial completion (120 days), 2/12/25\*

Final completion (150 days), 3/14/25\*

(\*estimated date)

Please let me know if you have any questions or comments, thanks.

Brian Brochon  
Gilmore & Associates, Inc.  
Direct: 267-914-7795

**From:** Steve Smallberger <ssmallberger@borough.ambler.pa.us>  
**Sent:** Tuesday, July 23, 2024 9:07 AM  
**To:** Brian Brochon <BBROCHON@gilmore-assoc.com>

## Parks and Recreation Committee

The Committee meeting was held on August 6, at 7:00pm. Committee Members: Jen Henderson - Chair, Lisa Auerbach, Nancy Roecker-Coates and David Hui.

**The Committee will make no recommendations.**

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

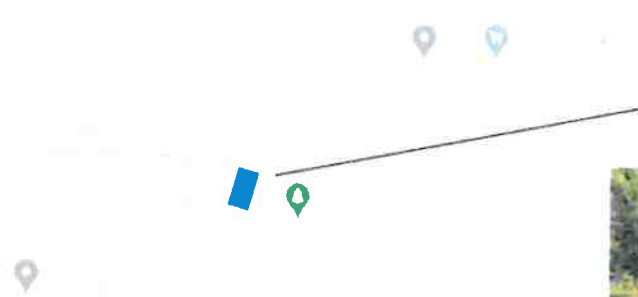
1. The new pad was installed at Knight Park for the new Ambler Rotary donated Pavilion. Representatives from Ambler Rotary will provide an update to Borough Council on the project. **(attached)**
2. Yoga in the park is scheduled for August 24<sup>th</sup> and September 14<sup>th</sup> at 10:00am at Knight Park.
3. Open Gym will be held on Monday evenings from 6pm to 8pm. The dates are July 15 to August 19th.
4. National Night out was August 16<sup>th</sup>.
5. **Attached** is the Ambler EAC Fall Tree Planting information. Orders are due by August 26, 2024.



  
**Knight Park**  
**Borough of Ambler**

**Rotary**   
Club of Ambler PA

**100**  
1905-2005  
SERVICES ABOVE GOLF



**PROPOSED LOCATION OF ROTARY PAVILLION**



  
**Knight Park**  
**Borough of Ambler**

**Rotary**   
Club of Ambler PA 



Rotary Club of  
Ambler, PA, USA



*Old York Road Country Club*

*September 9, 2024*

Lead Sponsor:

**AMBLER  
SAVINGS  
BANK**  
Founded 1874

**150<sup>TH</sup>**  
ANNIVERSARY

*Ambler*

## **Salary & Personnel Committee**

The Committee meeting was held on August 6, at 7:00pm. Committee Members: Lisa Auerbach – Chair, Jen Henderson, Karen Sheedy and Elizabeth Iovine.

**The Committee will consider the following recommendations.**

**The following business will be discussed:**

1. Resumes are being accepted for the vacant Finance Manager position.
2. Resumes are being accepted for the Planning Commission vacancy.
3. Mr. David Hui was sworn in as a new Council Member for Ward 3.
4. An executive session was held at the Committee meeting on a personnel matter.
5. An executive session is required for a legal matter.

### **Approved at the Committee Meeting**

1. Michal Mortin was appointed to the Vacant Water position.(9-Aye)



## **Ambler EAC Fall Tree Planting is BACK in 2024!**

If you would like a Street Tree (within 10 feet of your sidewalk) the **discounted price is \$50**. Trees normally retail at about \$300.

If you desire a Back Yard Tree, the **discounted price is \$75** for your first tree, **\$110 if more than one**. We are gladly accepting donations too.

**The BEST time to plant a tree is 20 years ago. NOW is the second-best time!**

The trees are bare root for better survival, native, urban tolerant, provide wonderful shade and cooling in summer, let the winter sun shine through, reduce rainwater runoff, and help Ambler qualify for benefits as a Tree City in PA and USA.

You can select:

A **Small tree** (can grow 12-20 feet tall) like a Red Bud or Serviceberry.

A **Medium tree** (can grow 20-40 feet tall) like a Red Maple or Buckeye.

Or a **Large Tree** (can grow 40-80 feet tall) like an American Linden, Quaking Aspen or a Swamp White Oak. Full Tree List on the attached order form and soon on the Ambler EAC Website.

Price is determined by **where** it will be planted, not by size. Select your trees from our order form or from the EAC website **by August 26, 2024**. Pick your tree species choice and quantity wanted on the order form. Forward a check payable to Ambler Borough w EAC Shade Tree in memo. The EAC will be offering the discount for at least the first 60 trees ordered. Planting will begin mid-November, 2024.

The newly planted trees will need water (by bucket or by rain) once a week until they lose their leaves in winter, once a week through spring, more often during hot dry summer weeks, then once a month for the first 2 years.

Email Mark Setman EAC Tree Planting Chair [MarkSetman@gmail.com](mailto:MarkSetman@gmail.com)

EAC Website for varieties and ordering: [www.AmblerEAC.org](http://www.AmblerEAC.org) or the attached order form with the listed varieties.

**See you on the shady side of the streets!**

- Mark Setman, Ambler Environmental Advisory Council

# Fall 2024 Bare Root Species Selection Last Updated: 8/1/24

All trees are bare root stock from Schichtel's Nursery, and approx. 1.25-1.5" in caliper and 7-14' tall.

Species	Quantity Ordered	Native	Mature Size (height x width)	Notes
<b>SMALL (up to 30' tall)</b>				
CARPINUS CAROLINIANA American Hornbeam		X	30'x20'	Full sun-shade, slow growth, tolerates wide range of soils and moisture levels, low salt tolerance, muscle-like trunk
CERCIS CANADENSIS Redbud		X	25'x30'	Flat-topped spreading; low branched; purplish-pink flowers; flat leguminous pods; tolerant of drought and many soil types; full sun or slight shade
CRATAEGUS V. 'WINTER KING' ** Green Hawthorn		✓	25'x25'	Broad vase shape; tolerant of many soils; heat tolerant; winter fruit retention
PRUNUS VIRGINIANA 'CANADA RED SELECT' Chokecherry			...	Foliage emerges green, turns purple in summer, to red in fall; likes cooler sites but tolerant of varying pH, salt, wet soils and some drought. Ok for streets but plan on suckering; as a Prunus <u>susceptible to black knot</u> so don't plant clusters or near native cherry populations.
AMELANCHIER LAEVIS 'CUMULUS' ** Serviceberry		X	30'x20'	Narrow, upright oval form; yellow-orange-red fall color; minimal suckering; A. laevis has better resistance to rust and powdery mildew; white flowers and edible fruit
<b>MEDIUM (30-50')</b>				
ACER RUBRUM 'REDPOINTE' Red Maple		X	45'x35'	Strong central leader; well branched, symmetrical crown; bright red fall color; waxy leaves with decent drought tolerance; <u>red maple overabundant</u>
AESCULUS X 'AUTUMN SPLENDOR' Buckeye		X	35'x25'	Produces nuts; yellow-green flowers; maroon-red fall color. Cross of A. glabra, pavia and flava; best used in naturalized settings with deep, moist, slightly acidic soil
CLADRASTIS KENTUCKEA Yellowwood		X	30-50' x 30-50'	Broadly rounded; climate change appropriate; white pendulous fragrant flowers when mature; gray smooth bark; <u>sharp branch angles should be managed while tree is young or susceptible to splitting</u>
GLEDISIA T.I. 'PERFECTION' Honeylocust		X	45'x35'	Upright with good branch structure; dark green foliage. One of most drought tolerant and climate resilient, highly adapted to poor soils and moisture extremes; great street tree; seedless
OSTRYA VIRGINIANA ** American Hophornbeam		X	40'x30'	Upright spreading; shaggy bark adds interest; full sun- shade; climate change appropriate; moderate growth rate, low maintenance, compatible with streets and broad range of urban soils; drought tolerant after established; fruit resembles hops
POPULUS TREMULOIDES 'DANCING FLAME' Quaking Aspen		X	20-40'x10-15'	Excellent orange-red fall color; upright; no seed litter/fuzz; single stem; bright white bark; disease resistance to Venturia leaf and shoot blight; while will grow in hot, dry conditions and has drought tolerance, grows most rapidly in well drained moist loam soil
<b>LARGE (50' and greater)</b>				
CELTIS OCCIDENTALIS Hackberry		X	60'x40'	Irregular rounded form; corky bark; urban adaptable; tolerates adverse conditions; needs room to grow; wildlife value
GYMNOCLADUS D. 'ESPRESSO' Kentucky Coffeetree		X	60'x40'	Upright, arching branches present elm-like form; slow growing and awkward youth but gorgeous adulthood; clean branching
QUERCUS ALBA ** White Oak		X	40-80'	Deemed climate resilient; pyramidal to broad-rounded; very adaptable to sites; slow growth initially; for large park/yards; sustenance for wildlife; <u>difficult to establish bare root so plant at your own risk</u>

QUERCUS BICOLOR Swamp White Oak	X	60'x40'	Excellent heat and drought resistance; superb street tree where sufficient room; easy transplant; exfoliating bark
QUERCUS IMBRICARIA ** Shingle Oak	X	50'x60'	On occasion wider and over 100' tall; for large, full sun lawns; no shade tolerance; moderate growth rate but moisture/nutrition accelerates; often drooping lower branches at maturity; glossy foliage; adaptable, tolerating drier soil but prefers moist, well-drained, acidic to 7.5 pH; leaves persist in winter
LIRIODENDRON TULIPIFERA** Tuliptree	X	60'x30'	Can grow taller; oval canopy; fast growing; needs lots of room; broadly adapted but doesn't do well on dry or soggy sites; bright yellow showy flowers; seed litter in winter; aphid prone with dripping honeydew; possible branch breakage
PLATANUS OCCIDENTALIS American Sycamore	X	70'x70'	Climate resilient; prefers full sun and moist soils with good drainage but not particular about soil pH or texture; requires very large space; strong wood, but littering of twigs/fruits can be messy; moderately deer-resistant yet is a food source for small mammals and songbirds; tolerates being near black walnut, pollution and urban conditions.
TILIA AMER. 'FRONTYARD' American Linden	X	60-70'x40'	Great shade and fragrant, pollinator tree; adaptable to various soil types and pH; tolerant of shade; sensitive to heat, prolonged drought, soil compaction and salt; symmetrical, pyramidal habit when young; prune for structure; root suckers; various diseases and pests of linden
ULMUS AMERICANA 'JEFFERSON' American Elm	X	70'x70'	Young trees upright with white, strong growth until dark green foliage; Dutch elm disease to early maturity; very dense, tolerates wet soil and acid to high pH, climate extremes and urban conditions. This cultivar selected from Washington Mail and released by USPC.

**\*\*Use with caution.** Exceptional planting technique and early care advised. Species considered moderately difficult to plant bare root. No guarantees or refunds.

As an **Ambler Borough** resident, you are eligible to request a shade tree for your yard.

Please check which tree(s) you would like in the Quantity Ordered column. See the notes for the tree characteristics in the table above:

\$50 for your first front yard tree, \$75 for a backyard tree, \$110 for any additional trees. (\$300 value)

**Choose tree(s), fill in below and deliver to Ambler Borough receptionist:**

Include check payable to " **Borough of Ambler**" (Memo: **EAC Shade Tree**) Check total \$ \_\_\_\_\_

Property Owner's name \_\_\_\_\_

Signature of Property Owner \_\_\_\_\_ Date \_\_\_\_\_

Tree Planting Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Return to: Ambler EAC, 131 Rosemary Ave, Ambler PA by August 26, 2024**

For Questions: Ask Mark Setman, [marksetman@gmail.com](mailto:marksetman@gmail.com) or 215-806-0686 or EAC members

**Donation: If you don't need a tree, please consider writing a check to donate to a great cause: any amount of money would be greatly appreciated and used to more purchase trees.**