



PLYMOUTH TOWNSHIP COUNCIL

WORKSHOP MEETING

Monday, February 2, 2026
Plymouth Township Building
6:00PM

The monthly Workshop meeting is an informational session where Council hears reports from department directors and presentations from outside organizations or applicants on matters related to township matters. The meeting is also used to review items scheduled for the upcoming Business meeting. Council generally does not take official action at Workshop meetings.

AGENDA

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ANNOUNCEMENTS

- A. Council met in an Executive Session on January 22, 2026, to discuss collective bargaining and potential litigation.
- B. Council will meet in an Executive Session at the conclusion of this meeting to discuss collective bargaining and potential litigation.

3. PRESENTATION ITEMS

A. GPCC Baseball Field Scoreboard Proposal – Villanova Athletic Department

Chuck Young from the Villanova Athletic Department will present details and provide context on Villanova's proposed scoreboard plan.

4. DISCUSSION ITEMS

- A. Meeting Times for Council Meetings
- B. Council Liaisons to Citizen Boards

5. DEPARTMENTAL UPDATES

6. REVIEW OF AGENDA FOR UPCOMING BUSINESS MEETING

Potential Action Items for Business Meeting: February 9, 2026

- A. Motion to Approve Resolution 2026-03: Karen Mabry – Civil Service Commission
- B. Motion to Approve Resolution 2026-04: Paul Andersen – Environmental Advisory Board
- C. Motion to Approve Resolution 2026-05: Abigail Leeds – Zoning Hearing Board
- D. Motion to Approve Resolution 2026-06: William Winchester – Human Relations Commission
- E. Motion to Approve Resolution 2026-07: Andrew Brach – Building Code Appeals Board
- F. Motion to Approve Resolution 2026-08: Andy Katronick – Environmental Advisory Board
- G. Motion to Approve Resolution 2026-09: Dominic Aprile – Zoning Hearing Board
- H. Motion to Approve Resolution 2026-10: Tony Stipa – Planning Agency Commission



PLYMOUTH TOWNSHIP COUNCIL

- I. Motion to Approve Resolution 2026-11: Vernon Harper – Planning Agency Commission
- J. Motion to Approve the meeting minutes for January 5, 2026, Council Reorganization Meeting, January 5, 2026, Workshop Meeting and January 12, 2026, Regular Meeting.
- K. Motion to Approve the departmental reports and schedule of bills for January 2026.
- L. Motion to Adopt Resolution 2026-12: Annual Liquid Fuels Expenditures
- M. Motion to Authorize the Civil Service Commission to Initiate Testing and Examination Process.
- N. Motion to Approve Streetlight Installation: 39 Ross Street
- O. Motion to Authorize Annual Street Paving Bid Advertisement
- P. Motion to Approve contract with YSM Landscape Architects: GPCC Park Conceptual Plan
- Q. Motion to Approve 2026 Capital Projects: Parks & Recreation
- R. Motion to Approve Contract with Cohen Group: Verizon Franchise Renewal
- S. Motion to Adopt Resolution 2026-13: Fire Marshal Mutual Aid Agreement for Fire Region 6.
- T. Motion to Approve Contract with Center for Watershed Protection: 2026 MS4 Program Services
- U. Motion to Adopt Ordinance 1716: Update to Chapter 2, Section 2-25A “Responsible Contractors”

Information Items for Business Meeting: February 9, 2026

- A. Police Department Update
- B. Citizens Board Vacancy Announcements
- C. Zoning Hearings
- D. Parks and Recreation Upcoming Events
- E. Snow Announcement

7. PUBLIC COMMENT

Members of the public are welcome to address Council during this time. Speakers are asked to keep their remarks respectful and concise to allow time for all who wish to speak. Comments should be directed to Council as a whole, not to individual members or staff. Council may choose to respond or take matters under advisement for future consideration.

8. ADJOURNMENT



- Diagonal Truss w/ NBacklit Letters & Logo
Custom DA-1000-28
3' high x 28' wide
- LED Display
LVX-10SMD-480x840
15.76' high x 27.57'
- ID Panel (NBacklit)
2' high x 28' wide

Video Examples



04/28/2025 (Rev 1; 09/17/2025) Concept Villanova Univ_PA Baseball LVX-10SMD-480x840 (1)

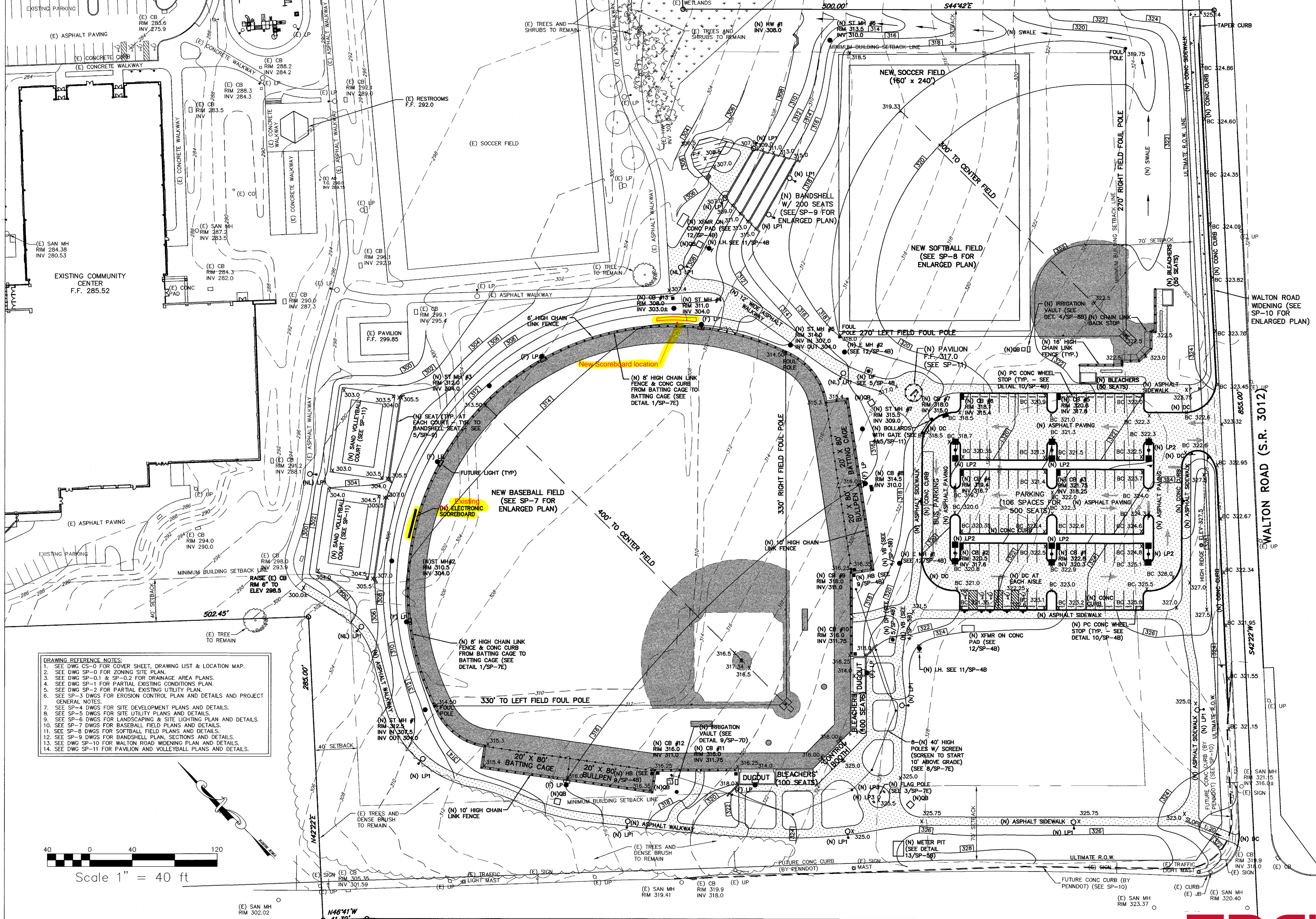
VILLANOVA UNIVERSITY VILLANOVA, PA

Production ready artwork needed for: NA

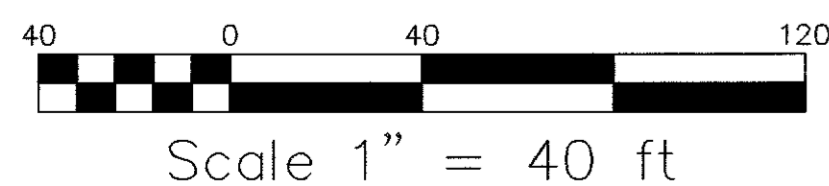
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- DRAWING REFERENCE NOTES:**
1. SEE DWG CS-0 FOR COVER SHEET, DRAWING LIST & LOCATION MAP.
 2. SEE DWG SP-0 FOR ZONING SITE PLAN.
 3. SEE DWG SP-0.1 & SP-0.2 FOR DRAINAGE AREA PLANS.
 4. SEE DWG SP-1 FOR PARTIAL EXISTING CONDITIONS PLAN.
 5. SEE DWG SP-2 FOR PARTIAL EXISTING UTILITY PLAN.
 6. SEE SP-3 DWGS FOR EROSION CONTROL PLAN AND DETAILS AND PROJECT GENERAL NOTES.
 7. SEE SP-4 DWGS FOR SITE DEVELOPMENT PLANS AND DETAILS.
 8. SEE SP-5 DWGS FOR SITE UTILITY PLANS AND DETAILS.
 9. SEE SP-6 DWGS FOR LANDSCAPING & SITE LIGHTING PLAN AND DETAILS.
 10. SEE SP-7 DWGS FOR BASEBALL FIELD PLANS AND DETAILS.
 11. SEE SP-8 DWGS FOR SOFTBALL FIELD PLANS AND DETAILS.
 12. SEE SP-9 DWGS FOR BANDSHELL PLAN, SECTIONS AND DETAILS.
 13. SEE DWG SP-10 FOR WALTON ROAD WIDENING PLAN AND DETAILS.
 14. SEE DWG SP-11 FOR PAVILION AND VOLLEYBALL PLANS AND DETAILS.



Scale 1" = 40 ft

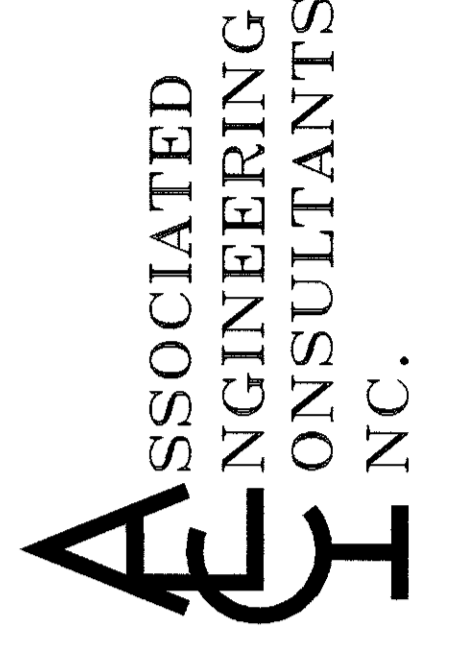
GERMANTOWN PIKE (S.R. 3053)

- NOTES:**
1. SEE SP-4A FOR SITE DIMENSIONAL PLAN.
 2. SEE SP-4B FOR SITE DEVELOPMENT DETAILS.
 3. SEE SP-3B FOR GENERAL NOTES.
 4. SEE 4/SP-6A FOR LIGHTING REQUIREMENTS.

PARTIAL SITE DEVELOPMENT PLAN
SCALE: 1" = 40'-0"

GERMANTOWN PIKE (S.R. 3053)

ASSOCIATED ENGINEERS AND CONSULTANTS, INC.
Address: 485 Devon Park Drive
Suite 113
Wayne, PA. 19087
Phone: (610) 688-3980
Fax: (610) 688-4566



PLYMOUTH TOWNSHIP
COMMUNITY CENTER PARK EXPANSION
2910 JOLLY ROAD
PLYMOUTH MEETING, PENNSYLVANIA 19462
PLYMOUTH TOWNSHIP, MONTGOMERY COUNTY

DATE	REVISION
10/01/01	ISSUED FOR BID
01/04/02	ISSUED FOR CONSTR.

SHEET TITLE
PARTIAL SITE DEVELOPMENT PLAN

DRAWN BY: BJD
CHECKED BY: DCB

SHEET NO.

SP-4

SHEET NO. 10 OF 33
PROJECT NO. 0105.027.01
DATE: OCTOBER 1, 2001



RESOLUTION 2026 - 03

**A RESOLUTION EXPRESSING APPRECIATION AND GRATITUDE TO
KAREN MABRY FOR DEDICATED SERVICE TO PLYMOUTH TOWNSHIP**

In grateful recognition of his generous and outstanding service and contributions rendered as a member of the:

Civil Service Commission

Karen Mabry served Plymouth Township with commitment and dedication by volunteering his time to the Civil Service Commission during the period extending from April 2020 through December 2025.

NOW, THEREFORE, BE IT RESOLVED that Plymouth Township Council hereby expresses its appreciation to **Karen Mabry**.

BE IT FURTHER RESOLVED that this resolution be entered in the official minutes of Plymouth Township and that a copy of this resolution be publicly tendered to **Karen Mabry**.

PRESENTED AND APPROVED at a duly convened meeting of Plymouth Township conducted on this 9th day of February 2026.

Attest:

Plymouth Township Council:

Matt West, Township Manager

Lynne Viscio, Chair

RESOLUTION 2026 - 04

A RESOLUTION EXPRESSING APPRECIATION AND GRATITUDE TO PAUL ANDERSEN FOR DEDICATED SERVICE TO PLYMOUTH TOWNSHIP

In grateful recognition of his generous and outstanding service and contributions rendered as a member of the:

Environmental Advisory Board

Paul Andersen served Plymouth Township with commitment and dedication by volunteering his time to the Environmental Advisory Board during the period extending from January 2024 through December 2026.

NOW, THEREFORE, BE IT RESOLVED that Plymouth Township Council hereby expresses its appreciation to **Paul Andersen**.

BE IT FURTHER RESOLVED that this resolution be entered in the official minutes of Plymouth Township and that a copy of this resolution be publicly tendered to **Paul Andersen**.

PRESENTED AND APPROVED at a duly convened meeting of Plymouth Township conducted on this 9th day of February 2026.

Attest:

Plymouth Township Council:

Matt West, Township Manager

Lynne Viscio, Chair

RESOLUTION 2026 - 05

**A RESOLUTION EXPRESSING APPRECIATION AND GRATITUDE TO
ABIGAL LEEDS FOR DEDICATED SERVICE TO PLYMOUTH TOWNSHIP**

In grateful recognition of his generous and outstanding service and contributions rendered as a member of the:

Zoning Hearing Board

Abigal Leeds served Plymouth Township with commitment and dedication by volunteering his time to the Zoning Hearing Board during the period extending from August 2024 through November 2025.

NOW, THEREFORE, BE IT RESOLVED that Plymouth Township Council hereby expresses its appreciation to **Abigal Leeds**.

BE IT FURTHER RESOLVED that this resolution be entered in the official minutes of Plymouth Township and that a copy of this resolution be publicly tendered to **Abigal Leeds**.

PRESENTED AND APPROVED at a duly convened meeting of Plymouth Township conducted on this 9th day of February 2026.

Attest:

Plymouth Township Council:

Matt West, Township Manager

Lynne Viscio, Chair

RESOLUTION 2026 - 06

**A RESOLUTION EXPRESSING APPRECIATION AND GRATITUDE TO
WILLIAM WINCHESTER FOR DEDICATED SERVICE TO PLYMOUTH
TOWNSHIP**

In grateful recognition of his generous and outstanding service and contributions rendered as a member of the:

Human Relations Commission

William Winchester served Plymouth Township with commitment and dedication by volunteering his time to the Human Relations Commission during the period extending from February 2021 through December 2025.

NOW, THEREFORE, BE IT RESOLVED that Plymouth Township Council hereby expresses its appreciation to **William Winchester**.

BE IT FURTHER RESOLVED that this resolution be entered in the official minutes of Plymouth Township and that a copy of this resolution be publicly tendered to **William Winchester**.

PRESENTED AND APPROVED at a duly convened meeting of Plymouth Township conducted on this 9th day of February 2026.

Attest:

Plymouth Township Council:

Matt West, Township Manager

Lynne Viscio, Chair

RESOLUTION 2026 – 07

A RESOLUTION EXPRESSING APPRECIATION AND GRATITUDE TO ANDREW BRACH FOR DEDICATED SERVICE TO PLYMOUTH TOWNSHIP

In grateful recognition of his generous and outstanding service and contributions rendered as a member of the:

Building Code Appeals Board

Andrew Brach served Plymouth Township with commitment and dedication by volunteering his time to the Building Code Appeals Board during the period extending from November 2015 through December 2025.

NOW, THEREFORE, BE IT RESOLVED that Plymouth Township Council hereby expresses its appreciation to **Andrew Brach**.

BE IT FURTHER RESOLVED that this resolution be entered in the official minutes of Plymouth Township and that a copy of this resolution be publicly tendered to **Andrew Brach**.

PRESENTED AND APPROVED at a duly convened meeting of Plymouth Township conducted on this 9th day of February 2026.

Attest:

Plymouth Township Council:

Matt West, Township Manager

Lynne Viscio, Chair

RESOLUTION 2026 - 08

**A RESOLUTION EXPRESSING APPRECIATION AND GRATITUDE TO ANDY
KATRONICK FOR DEDICATED SERVICE TO PLYMOUTH TOWNSHIP**

In grateful recognition of his generous and outstanding service and contributions rendered as a member of the:

Environmental Advisory Board

Andy Katronick served Plymouth Township with commitment and dedication by volunteering his time to the Environmental Advisory Board during the period extending from August 2015 through December 2025.

NOW, THEREFORE, BE IT RESOLVED that Plymouth Township Council hereby expresses its appreciation to **Andy Katronick**.

BE IT FURTHER RESOLVED that this resolution be entered in the official minutes of Plymouth Township and that a copy of this resolution be publicly tendered to **Andy Katronick**.

PRESENTED AND APPROVED at a duly convened meeting of Plymouth Township conducted on this 9th day of February 2026.

Attest:

Plymouth Township Council:

Matt West, Township Manager

Lynne Viscio, Chair

RESOLUTION 2026 - 09

A RESOLUTION EXPRESSING APPRECIATION AND GRATITUDE TO DOMINIC APRILE FOR DEDICATED SERVICE TO PLYMOUTH TOWNSHIP

In grateful recognition of his generous and outstanding service and contributions rendered as a member of the:

Zoning Hearing Board

Dominic Aprile served Plymouth Township with commitment and dedication by volunteering his time to the Zoning Hearing Board during the period extending from January 2016 through December 2025.

NOW, THEREFORE, BE IT RESOLVED that Plymouth Township Council hereby expresses its appreciation to **Dominic Aprile**.

BE IT FURTHER RESOLVED that this resolution be entered in the official minutes of Plymouth Township and that a copy of this resolution be publicly tendered to **Dominic Aprile**.

PRESENTED AND APPROVED at a duly convened meeting of Plymouth Township conducted on this 9th day of February 2026.

Attest:

Plymouth Township Council:

Matt West, Township Manager

Lynne Viscio, Chair

RESOLUTION 2026 - 10

A RESOLUTION EXPRESSING APPRECIATION AND GRATITUDE TO TONY STIPA FOR DEDICATED SERVICE TO PLYMOUTH TOWNSHIP

In grateful recognition of his generous and outstanding service and contributions rendered as a member of the:

Planning Agency Commission

Tony Stipa served Plymouth Township with commitment and dedication by volunteering his time to the Planning Agency Commission during the period extending from February 2016 through December 2025.

NOW, THEREFORE, BE IT RESOLVED that Plymouth Township Council hereby expresses its appreciation to **Tony Stipa**.

BE IT FURTHER RESOLVED that this resolution be entered in the official minutes of Plymouth Township and that a copy of this resolution be publicly tendered to **Tony Stipa**.

PRESENTED AND APPROVED at a duly convened meeting of Plymouth Township conducted on this 9th day of February 2026.

Attest:

Plymouth Township Council:

Matt West, Township Manager

Lynne Viscio, Chair

RESOLUTION 2026 - 11

**A RESOLUTION EXPRESSING APPRECIATION AND GRATITUDE TO
VERNON HARPER FOR DEDICATED SERVICE TO PLYMOUTH TOWNSHIP**

In grateful recognition of his generous and outstanding service and contributions rendered as a member of the:

Planning Agency Commission

Vernon Harper served Plymouth Township with commitment and dedication by volunteering his time to the Planning Agency Commission during the period extending from January 2018 through December 2025.

NOW, THEREFORE, BE IT RESOLVED that Plymouth Township Council hereby expresses its appreciation to **Vernon Harper**.

BE IT FURTHER RESOLVED that this resolution be entered in the official minutes of Plymouth Township and that a copy of this resolution be publicly tendered to **Vernon Harper**.

PRESENTED AND APPROVED at a duly convened meeting of Plymouth Township conducted on this 9th day of February 2026.

Attest:

Plymouth Township Council:

Matt West, Township Manager

Lynne Viscio, Chair

RESOLUTION 2026-12

A RESOLUTION OF PLYMOUTH TOWNSHIP COUNCIL AUTHORIZING THE EXPENDITURE OF LIQUID FUELS TAX ALLOCATIONS

WHEREAS, Plymouth Township receives an allocation of liquid fuel taxes from the Pennsylvania Department of Transportation; and,

WHEREAS, Act No. 114 of 1998, 2, as amended by Act No. 2004-138, establishes the authorized expenditures of liquid fuel taxes by municipalities.

NOW, THEREFORE, BE IT RESOLVED, that Plymouth Township Council does hereby authorize the expenditure of the Township allocation of liquid fuel taxes from the Pennsylvania Department of Transportation as follows:

To be expended by the authorities of the respective municipalities (i) for the maintenance, repair, construction or reconstruction of such public roads or streets, including bridges, culverts and drainage structures for which they are legally responsible and including the lining of streams incidental to the drainage of highways, and for the maintenance, repair, construction or reconstruction of curb ramps from a road, street or highway to provide for access by individuals with disabilities consistent with Federal and State law; (ii) for the acquisition, maintenance, repair and operation of street signs, traffic signs and traffic signal control systems; (iii) for the maintenance, repair, construction or reconstruction of alleys, ways and courts for which they are legally responsible. Where road, bridge, alley, way or court work is performed by the political subdivision the moneys herein allocated may be used only for labor, hiring of equipment, payrolls, purchase of material, including repair parts necessary for the maintenance of equipment, small tools, road drags and snow fences and, in addition, an amount not to exceed twenty per centum of the total annual allocation received by each municipality, may be used for the purchase of road machinery and road equipment; and, (iv) for the acquisition of computer-related hardware, software, and training required for the electronic processing of information concerning the funds appropriated and allocated under this act, including the preparation and electronic submission of the required annual reports for payment certification, provided that expenditures under this subclause may not exceed one thousand (\$1,000) annually.

DULY PRESENTED AND ADOPTED, by Plymouth Township Council at a Public Meeting held on the 9th day of February, 2026.

PLYMOUTH TOWNSHIP

Attest: _____
Matt West, Township Manager

By: _____
Lynne Viscio, Chair

MEMO

PLYMOUTH TOWNSHIP



TO: Matt West
FROM: Christopher Loschiavo *cl*
DATE: January 27, 2026
SUBJECT: Street Light Addition

I have received a request for a new street light across from 39 Ross Street to be mounted onto a utility pole. I confirmed that there is available power to make a tap. Attached is a quote to install an 8' Cobra Head 51 watt LED consistent with street lights in the area. The street light cost for equipment and installation is \$875.00. The approximate annual electric cost for this street light is about \$132.00. This annual electric cost-plus future maintenance cost will be in perpetuity.

The necessary petition that requires 75% of residents within 300' of the proposed location has been completed.

\$875 – Street light supply and install – fixed one time cost

\$132 – estimate annual electric cost, subject to increase per PECO electric rates

Charles A. Higgins & Sons Inc.

Electrical Contractors

P.O. Box 647

Media, PA 19063

Phone: 610-566-3700

Fax: 610-566-1409

January 22, 2026

Plymouth Township
Attn: Chris Loschiavo
700 Belvoir Road
Plymouth Meeting, PA 19462

Proposal

Ref: Ross Street street lights

Locations:

1. Across from 40 Ross Street
2. Across from 33 Ross Street

Supply and Install 8' arm, 51w LED Cobrahead, Photocell, and wire.

Unit Price.....\$875.00 (Eight Hundred Seventy-Five)

Total Price.....\$1,750.00
(One Thousand Seven Hundred Fifty)

Note: If you want the light brighter and would prefer the 143w LED add \$300.00 each

Any Questions, please feel free to call on us.

Thank you,

Donald R. Higgins, Jr.

Donald R. Higgins Jr.
President

Note: This proposal may be withdrawn by us if not accepted within 30 days.

All material is guaranteed to specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire and other necessary insurance. Our company is insured & our workers are fully covered by Workman's Compensation Insurance.

MEMO

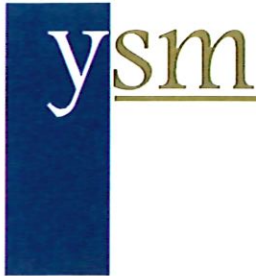
PLYMOUTH TOWNSHIP



TO: Matt West
FROM: Christopher Loschiavo *CL*
DATE: January 27, 2026
SUBJECT: Street Paving Authorization

Public Works is seeking permission to put our annual street paving project out to bid. The budgeted amount is \$300,000.00. The suggested streets for resurfacing are below.

BLACK HILL ROAD	1	Sierra Road	Blue Ridge Road
BLUE RIDGE ROAD	1	Butler Pike	Sierra Road
BLUE RIDGE ROAD	2	Sierra Road	Rainier Road
BLUE RIDGE ROAD	3	Rainier Road	Black Hill Road
BLUE RIDGE ROAD	4	Black Hill Road	Boulder Road
BLUE RIDGE ROAD	5	Boulder Road	Shasta Road
BOULDER ROAD	1	Sierra Road	Blue Ridge Road
QUEENS ROAD	1	Yellowstone Road	Kings Road
RAINIER ROAD	1	Sierra Road	Blue Ridge Road
SHASTA ROAD	1	Butler Pike	Sierra Road
SHASTA ROAD	2	Sierra Road	Blue Ridge Road
KINGS ROAD	1	Blue Ridge Road	Queens Road
KINGS ROAD	2	Queens Road	Yellowstone Road
SIERRA ROAD	1	Germantown Pike	Yellowstone Road
SIERRA ROAD	2	Yellowstone Road	Blue Ridge Road
SIERRA ROAD	3	Blue Ridge Road	Rainier Road
SIERRA ROAD	4	Rainier Road	Black Hill Road
SIERRA ROAD	5	Black Hill Road	Boulder Road
SIERRA ROAD	6	Boulder Road	Shasta Road
YELLOWSTONE ROAD	1	Sierra Road	Kings Road
YELLOWSTONE ROAD	2	Kings Road	Queens Road
YELLOWSTONE ROAD	3	Queens Road	Blue Ridge Road



September 17, 2025

Phil Brady, Director
Parks & Recreation
Greater Plymouth Community Center
Plymouth Township
2910 Jolly Road
Plymouth Meeting, PA 19462

RE: Greater Plymouth Community Center Conceptual Plan
Project No.: 25PLY-01

Dear Phil:

It was a pleasure reconnecting with you this week to talk about the Greater Plymouth Community Center (GPCC). I was pleased to learn of the Township's ongoing commitment to recreation and the GPCC through the acquisition of surrounding properties. Based on your email, it appears that the Township has acquired all but one of the private properties between the GPCC and Germantown Pike. I understand that you would like YSM Landscape Architects (YSM) to develop a conceptual plan to explore recreation opportunities for this area.

We also discussed a streamlined planning process where we would work directly with your and Rick Carbo to develop the conceptual plan. YSM is pleased to provide this proposal for recreational planning services.

Below is an outline of our scope of services for this project and fees to perform these services.

Scope of Service

A. Conceptual Plan

YSM will:

1. Request available mapping for the acquired parcels prior to the kick-off meeting. If property maps are not available for the parcels, we will use radially available information to include aerial photographs, Lidar contours, etc.
2. Develop a base map for the GPCC property.
3. Meet with Plymouth Township representatives to kick-off the project:
 - a. Identify goals and discuss ideas for the property between the GPCC and Germantown Pike
 - b. Discuss any potential changes to other areas of the GPCC property (e.g. bocce courts)
 - c. Request information about utility service at the acquired properties that may provide sanitary and water service to a future restroom structure.

- d. Discuss the project schedule.
 - e. Prepare meeting minutes
4. Visit the GPCC and investigate the undeveloped area between the Center and Germantown Pike. Also observe the existing developed portions of the GPCC and surrounding areas to analyze existing conditions and recreation opportunities. Consider the following:
 - a. Natural features such as solar orientation, soils, vegetation, topography, drainage patterns, etc.
 - b. Existing built features such as vehicular and pedestrian access and circulation, parking areas, utility availability and locations, easements, rights-of-way, adjacent land use, existing structures, existing recreation facilities and use areas, and other features.
 - c. Accessibility and compliance with the Americans with Disabilities Act (ADA).
 - d. Site opportunities, concerns, and limitations.
5. Analyze the site's compatibility with the existing and proposed facilities and activities.
6. Develop a Preliminary Conceptual Plan for the undeveloped area of the GPCC between the Center and Germantown Pike based work outlined above. Consideration will be given to the following:
 - a. Recreation facilities, activity areas, and support facilities desired by residents and/or identified by GPCC staff.
 - b. Existing municipal recreation opportunities, community characteristics, recreation trends, etc.
 - c. Municipal ordinances, applicable laws, regulations, and guidelines to include the ADA and the CPSC.
 - d. Vehicular and pedestrian circulation. Opportunities to minimize pedestrian and vehicle conflict will be explored.
 - e. Accepted design practices, as well as the standards of National Recreation and Park Association (NRPA), PA Department of Conservation and Natural Resources, etc.
 - f. Parking needs to accommodate activities.
 - g. Sustainable site design principles, green infrastructure, best management practices, and innovative stormwater management solutions.
 - h. The relationship of project area to the surrounding areas and primary access routes. Consider the impacts of noise, light, visual access, traffic, and other possible nuisances.
7. Meet with GPCC staff to review the Preliminary Conceptual Plan. Seek input and determine desired modifications.
8. Finalize the Conceptual Plan based on input from the GPCC staff meeting.
9. Develop probable construction cost opinion for the proposed improvements to the GPCC. The cost opinion will include proposed stormwater management facilities, grading, design, and engineering costs.
10. Provide the Final Conceptual Plan and the probable construction cost opinion to Plymouth Township for review.

11. Upon final approval of the Conceptual Plan and probable construction cost opinion, provide electronic copies of these items to Plymouth Township in pdf format.

Compensation

The professional fee for completing the Greater Plymouth Community Center Conceptual Plan is \$7,350. Our services will be performed on a lump sum fee basis.

Expenses such as reprographic services, photocopies, mileage, and miscellaneous expenses that are directly incidental to our professional services shall be invoiced to you at 1.10 times our cost.

Project Work & Billing Schedule

YSM will begin work within two weeks of authorization to proceed and receipt of a signed service agreement.

Our services are performed on a fixed lump sum fee basis. Services requested beyond the established scope of services will be performed on a time-and-expense basis. YSM invoices at the end of each four-week period for work performed during the previous 4-week period.

Assumptions & Additions Services

The following services are not included in the scope and fee as described above, however may be provided by YSM upon your request. These services will be performed as an addendum on lump sum fee basis should they prove to be necessary.

Assumptions

1. Existing mapping of the property, if available, will be provided digitally to YSM, at no cost.

Additional Services

1. Public outreach and public meetings.
2. Site construction engineering, drawings, and specifications.
3. Conceptual Plan report documenting the planning process and recommendations.
4. Park operations and maintenance assessment.
5. Land development plans, traffic studies, soil studies, subsurface investigation, or other engineering studies.
6. Grant funding applications.
7. Additional meetings beyond those noted in the Scope of Services and any services not specifically described in the Scope of Services.

8. Changes, modifications or revisions to any plans or data that are requested by the owner, the owner's agent or any regulatory agency.

If the scope of work as outlined changes or unforeseen circumstances arise, or if our services are not completed within one year from the date of this proposal, there may be an adjustment to the fees within this proposal. This proposal will be null and void if not accepted within three months of the date of this proposal. If this proposal is satisfactory and acceptable, and fully sets forth all the items of our understanding, please signify your acceptance by signing the enclosed Service Agreement and returning a copy to our office. This document will then constitute our completed agreement.

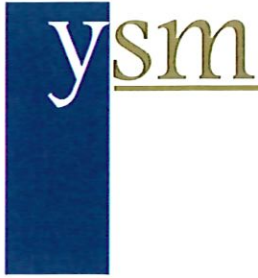
We look forward to working with you on this project. If you have any questions regarding this proposal or wish to discuss any item(s) contain herein; please do not hesitate to contact us.

Sincerely,



Ann E. Yost, RLA
Landscape Architect

Enclosure



SERVICE AGREEMENT

Project No. 25PLY-01

**TO ENGAGE THE SERVICES OF
YOST STRODOSKI MEARS, INC.**

THIS AGREEMENT entered into at 19 South Newberry Street, York, PA 17401, on this ___ day of _____
2025 by and between the Plymouth Township hereinafter called "CLIENT" and YOST STRODOSKI MEARS,
INC., hereinafter called "LANDSCAPE ARCHITECT" is as follows:

THE CLIENT INTENDS TO have YSM provide services as outlined in proposal dated September 17, 2025.

THE CLIENT AND LANDSCAPE ARCHITECT AGREE AS FOLLOWS:

A. Scope and Services:

As outlined in proposal dated September 17, 2025.

B. Total Fee:

As outlined in proposal dated September 17, 2025.

C. Schedule for the Work:

As outlined in proposal dated September 17, 2025.

D. This AGREEMENT shall include the STANDARD TERMS AND CONDITIONS attached
hereto.

ACCEPTANCE AND EXECUTION OF THIS AGREEMENT:

PLYMOUTH TOWNSHIP

BY: _____
(Client)

Title _____

DATE: ___/___/___

YOST STRODOSKI MEARS, INC.

BY: Ann E. Goss
(Landscape Architect)

Title President

DATE: 9 / 17 / 2025

STANDARD CONTRACT TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 The Landscape Architects, (Yost Strodoski Mears, Inc., its agents, employees and sub-consultants), agrees to provide only those professional services specifically set forth in the Scope of Services portion of this Agreement. Additional services may be performed, if requested, subject to an agreed upon revision in the Scope of Services and authorized fee. Unless specifically set forth in the Scope of Services, Landscape Architects shall not provide any construction phase services including, but not limited to, the construction phase observation of any contractor's work.

1.2 In the event that the Landscape Architect and Client have not executed this Agreement, the Client's authorization to Landscape Architect to proceed with the performance of the services set forth herein shall constitute acceptance by the Client of these Terms and Conditions.

2. UNDERGROUND UTILITIES AND STRUCTURES

2.1 Client agrees to advise Landscape Architect in writing of known or suspected utilities or other underground structures or features which could affect the services to be provided and shall provide all drawings in its possession which identify underground utilities, structures or features.

2.2 Client agrees to release Landscape Architect from any liability to Client and to hold Landscape Architect harmless in accordance with Paragraph 11.1 where subterranean utility lines and other underground structures or features which were not identified to Landscape Architect as required by Paragraph 2.1 have been damaged.

3. RESTRICTIONS ON USE OF DOCUMENTS

3.1 It is understood and agreed that all drawings, sketches, specifications and other documents in any form, including CADD disks, prepared under this Agreement (collectively "Documents") are instruments of Landscape Architect's services and, as such, shall remain, the property of Landscape Architect, whether the project for which they are intended is executed or not. Client shall, upon payment of all fees and reimbursable expenses due Landscape Architect under this Agreement, be permitted to retain reproducible copies of those Documents necessary for the execution of the Project and for information and reference in connection with Client's use and occupancy of the Project. The Documents are prepared for use on this Project only and are not appropriate for use on any other project, for additions to this Project, for completion of this Project by others (unless Landscape Architect is adjudged in default) or for any purpose other than as defined by the Scope of Services, except by agreement in writing with the appropriate compensation to Landscape Architect. Any use of the Documents or the information or data contained therein, in violation of this subparagraph or any alteration or modification of such Documents or the information or data contained therein, without the express written consent of Landscape Architect is expressly prohibited. Such prohibited use is at the sole risk of the user and Landscape Architect is released from any liability for damages arising from such use.

3.2 Client agrees that any Documents in Client's possession shall not be used and shall be returned promptly to Landscape Architect, if Client is in default under this Agreement. Client agrees that Landscape Architect may obtain injunctive relief to enforce this subparagraph.

4. STANDARD OF CARE

4.1 In performing the services required by this Agreement, Landscape Architect shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Landscape Architect makes no express or implied warranty beyond its commitment to conform to this standard.

5. OBSERVATION SERVICES

5.1 If required under the Scope of Services, Landscape Architect shall visit the site at the intervals set forth in the Scope of Services to become generally familiar with the progress and quality of that portion of the work for which Landscape Architect prepared the Documents to determine in general if such work is being performed in a manner indicating that such work when completed will be in accordance with the Documents. Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. On the basis of on-site observations as a design professional, Landscape Architect shall keep client informed of the progress and quality of the work. Landscape Architect's services do not include supervision or direction of the actual work of the contractor, his employees, agents or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of Landscape Architect's field representative nor the observation by the Landscape Architect shall excuse the contractor for defects or omissions in his work.

5.2 Under no circumstances shall Landscape Architect have control over, or be in charge of, nor shall it be responsible for, construction means, methods, techniques, sequences or procedures in connection with the Work. Landscape Architect shall not be responsible for any contractor's schedules or failure to carry out the Work in accordance with the Documents. Landscape Architect shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the Work.

5.3 It is further understood that the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by Landscape Architect's personnel is not intended to include review of the adequacy of the contractor safety measures in, on or near the construction site. The Landscape Architect will not be held responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

6. TERMINATION, SUSPENSION

6.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms. This Agreement may be terminated by the Client upon at least seven days written notice to Landscape Architect in the event that the Project is permanently abandoned. In the event of any termination that is not the fault of Landscape Architect, Landscape Architect will be compensated for all services performed up to the time written notice of termination is actually received by Landscape Architect, together with reimbursable expenses then due and reasonable Termination Expenses directly associated with the termination.

6.2 In the event of termination or suspension for more than three (3) months which occurs prior to completion of all services contemplated by the Agreement, the Landscape Architect may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed up to the date of receipt of written notice of termination or suspension. Termination Expenses provided for above shall include all fees and costs incurred by Landscape Architect in reporting, completed data, completing such analyses, records and reports.

7. INVOICES, PAYMENTS

7.1 Landscape Architect will submit invoices to Client every four weeks and a final invoice upon completion of services.

7.2 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a service charge of one and one-half (1½) percent per month (18% per annum) or fraction thereof on past due payments under this Agreement.

7.3 Timely payment to the Landscape Architect in accordance with the Terms and Conditions of this Agreement is a material consideration of this Agreement. Therefore, the Client's failure to make payments in accordance with this Agreement shall constitute substantial nonperformance and a cause for termination by Landscape Architect.

If the Client fails to make payment when due Landscape Architect for services and expenses, the Landscape Architect may, at its option and without prejudice to its right to terminate as described above, upon seven (7) days written notice to the Client, suspend performance under this Agreement. Unless payment in full is received by the Landscape Architect within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of performance, the Landscape Architect shall have no liability to the Client for delay or damages caused the Client because of such suspension of performance. The Client shall hold harmless, indemnify, and defend the Landscape Architect for claims that arise due to any suspension.

7.4 It is further agreed that in the event a lien or suit is filed to enforce payment under this agreement, the Landscape Architect will be reimbursed by the Client for all court costs and reasonable attorney's fees in addition to accrued service charges.

7.5 Unless the compensation identified in this Agreement is specifically identified as a "Fixed Fee", the amounts set forth as the Total Fee shall constitute the Landscape Architect's best estimate of the effort required to complete the project as the Landscape Architect understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in direction, additional effort, or suspension of effort, which may alter the scope. The Landscape Architect will inform the Client of such situation so that negotiations relating to a change in scope and an adjustment to the time of performance can be accomplished as required. If such change, additional effort, or suspension of effort results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by a change order, an equitable adjustment shall be made and this Agreement modified accordingly.

8. ASSIGNS

8.1 Neither the Client nor the Landscape Architect may delegate, assign, or sublet, or transfer his duties or interest in this Agreement without written consent of the other party. Such consent shall not be unreasonably withheld. Under no circumstances may Client assign any claim arising under this Agreement or in connection with Landscape Architect's services.

9. LIMITATIONS ON REMEDIES

9.1 The Client shall promptly report to the Landscape Architect any defects in Landscape Architect's services of which Client becomes aware, so that Landscape Architect may take measures to minimize the consequences of such defect. Client warrants that Client will impose a similar notification requirement on all contractors in Client's General Contract and shall require all subcontracts at any level to contain a like requirement. Failure by Client, and the Client's contractors or subcontractors to notify Landscape Architect shall relieve Landscape Architect of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

9.2 If, due to Landscape Architect's error, any required item or component of the Project is omitted from the Documents, Landscape Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event, will Landscape Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project. Client's sole and exclusive remedy for such omission by Landscape Architect shall be for Landscape Architect to perform services necessary to correct omission without charge to Client; provided that where Landscape Architect's fees or reimbursable expenses would have been higher had the omitted item or component been included prior to construction, Landscape Architect shall be entitled to such increased fees and reimbursable expenses.

9.3 Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by Client or Landscape Architect, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

9.4 Landscape Architect's liability for damages due to breach of contract, error, omission, professional negligence or any other theory of liability will be limited to an amount not to exceed three times the Landscape Architect's fees under this Agreement. Such limitation shall apply to the aggregate of all claims that may be brought against Landscape Architect. If the Client prefers not to limit the Landscape Architect's professional liability to this sum, the Landscape Architect will waive this limitation upon the Client's request provided that the Client agrees to pay an additional consideration for this waiver equal to the cost of insuring against such risk.

9.5 It is understood that the Landscape Architect shall not be held responsible for any errors or omissions on the part of contractor, including, but not limited to, the contractor's failure to adhere to the plans and specifications regardless of whether or not the Landscape Architect is performing observational services. This provision shall be included in the contract between the Client and his contractor(s) for this project.

10. DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in question between the Landscape Architect and the Client, not in excess of \$200,000, arising out of, or relating to, this Agreement or the breach thereof or the services rendered by Landscape Architect ("Dispute"), shall be resolved as follows:

10.2 A written demand for non-binding mediation, which shall specify in detail the facts of the Dispute and the relief requested, shall be submitted, within a reasonable time after the basis for the Dispute has arisen, to the party against whom the claim is brought. If the Dispute cannot be resolved by the parties within ten (10) days, the demand shall be submitted to United States Arbitration and Mediation of the Northeast, Incorporated, or such mediation service as the parties shall otherwise agree to retain, for good faith non-binding mediation. The Mediator's fee shall be shared equally by the parties.

10.3 Any Dispute between the parties that is not fully resolved by mediation within 120 days of submission to the mediation service may be decided by litigation in a court of competent jurisdiction.

10.4 In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

10.5 In the event that Client institutes suit against the Landscape Architect because of any Dispute and if such suit is dropped or dismissed, or if judgment is rendered for the Landscape Architect, Client agrees to reimburse the Landscape Architect, or pay directly, any and all costs and any and all other expenses of defense, immediately following dropping or dismissal of the case or immediately upon judgment being rendered on behalf of the Landscape Architect.

11. INDEMNIFICATION

11.1 To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Landscape Architect, their subsidiaries, affiliates, officers, employees and consultants or such others who may have assisted the Landscape Architect in the rendering of its services in connection with the Project from and against any and all manner of demands, claims, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and any other defense costs arising out of any conduct, including the breach of any provision of this Agreement, by Client or any individual or entity for whose acts Client is responsible.

11.2 In the event the Client is required to defend the Landscape Architect under Paragraph 11.1, the Landscape Architect shall have the right to counsel of its own choosing.

12. WARRANTY OF AUTHORITY TO SIGN

12.1 The person signing this contract warrants he or she has authority to sign as, or on behalf of, the Client for whom or for whose benefit that Landscape Architect's services are rendered. If such person does not have such authority, he agrees that he or she is personally liable for all breaches of this contract and that in any action for breach of such warranty a reasonable attorney fee shall be included in any judgment rendered.

13. CHOICE OF LAW

13.1 This contract will be construed in accordance with the laws of the Commonwealth of Pennsylvania.

14. SEVERABILITY

14.1 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

15. REFERENCES

15.1 Client agrees that Landscape Architect has authority to utilize the name of Client and a general description of the project work or service performed as references to other clients or potential clients.

16. INTEGRATION

16.1 There are no understandings or agreements concerning the Project except as expressly stated herein.

17. VALIDITY

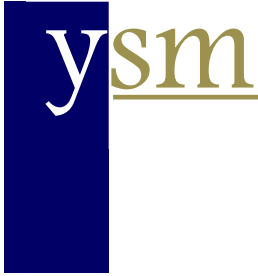
17.1 It is understood that if this Agreement is not executed by Client or accepted as set forth in Paragraph 1.2 within sixty (60) days of the date of the Agreement, Landscape Architect reserves the right to revise or withdraw this Agreement.

18. THIRD PARTY BENEFICIARIES

18.1 Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or the Landscape Architect.

19. WAIVER OF SUBROGATION

19.1 Except to the extent that such waiver would invalidate the applicable casualty insurance coverage, the Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent such damages are covered by casualty insurance, the proceeds of which are paid to the claimant. Client and Landscape Architect each shall require similar waivers from their contractors, consultants and agents.



Rate schedule

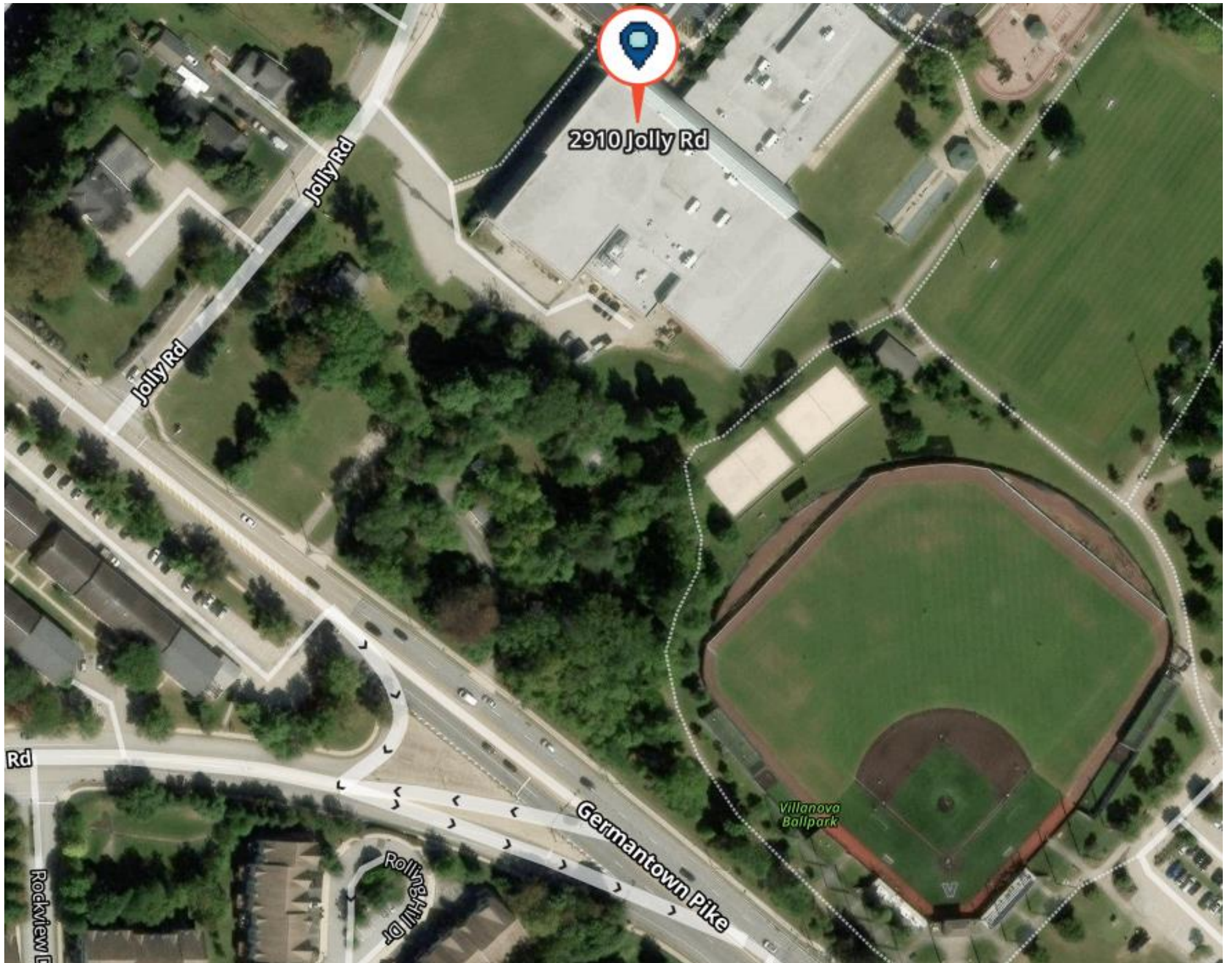
Effective Date: January 1, 2025

Compensation for personnel shall be in accordance with the following hourly rates:

Position	Hourly Rate
Principal Landscape Architect	\$ 145
Landscape Architect	\$ 95 - 120
Designer.....	\$ 55 - 95
Senior CADD Technician/Manager	\$ 105 - 120
CADD Technician	\$ 65 - 90
Office Clerical/Support	\$ 55

Compensation for expenses and other charges shall be as follows:

Mileage.....	\$0.70/mile
Direct expenses	Cost + 10%



2910 Jolly Rd

Jolly Rd

Jolly Rd

Rd

Rodview Dr

Rolling Hill Dr

Germantown Pike

Villanova Ballpark

MEMO

PLYMOUTH TOWNSHIP



TO: Matt West
FROM: Rick Carbo 
DATE: January 28, 2026
SUBJECT: 2026 Capital Projects

I would like to request Council's approval to proceed with the following capital projects budgeted for 2026:

<u>Project</u>	<u>2026 Budgeted Amount</u>
1. JFK Park playground renovation	\$350,000 + 70,000 grant
2. EPV dugout replacement	\$250,000
3. Police men's locker replacement	\$110,000
4. New Park's dump truck	\$125,000
5. Community Center men's locker replacement	\$60,000
6. New awning at Public Works Garage	\$35,000
7. New Sallyport garage door	\$17,500
8. New mower	\$20,000
9. New spray unit	\$20,000



PROPOSAL TO PERFORM

VERIZON CABLE FRANCHISE RENEWAL SERVICES

submitted to the

MONTGOMERY COUNTY CONSORTIUM OF COMMUNITIES

by the

COHEN LAW GROUP

**413 South Main Street
Pittsburgh, PA 15215**

www.cohenlawgroup.org

(412) 447-0130

November 3, 2025

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I. INTRODUCTION

The Cohen Law Group (“CLG”) welcomes this opportunity to submit a proposal for legal services to assist the eligible municipalities of the Montgomery County Consortium of Communities (“MCCC”) in cable franchise renewal negotiations and a franchise fee audit of Verizon of Pennsylvania, Inc. (“Verizon”). Based on our records and the MCCC Managers who have contacted our law firm, our estimate is that there are more than 20 municipalities in the MCCC with Verizon franchise agreements that are set to expire either in late 2025 or 2026.

As such, now is the time to begin the franchise renewal process. Franchise renewal is the best opportunity for local governments to obtain significant benefits and to assert their legal rights with their cable company. A multi-municipal negotiation also increases the negotiating leverage of each of the municipalities and, as detailed in Section V below, reduces their attorneys’ fees through group discounts. Our law firm has been privileged to represent many MCCC municipalities in franchise renewal negotiations with both Verizon and Comcast over the last two decades. We would welcome the opportunity to assist the MCCC again in this upcoming Verizon franchise renewal.

There have been major changes in video technology since the municipalities’ current Verizon franchise agreements, especially the dramatic growth of internet-based video services (also referred to as video streaming) such as Netflix, Hulu, Apple TV, and Disney+. In addition, there have been changes in the franchise operations of Verizon as the company is experiencing more competition today than it did when the current agreements went into effect. Finally, there have been changes in federal law and regulations applicable to cable franchising in that time period.

As described in this proposal, we recommend that the municipalities: 1) **negotiate a new franchise agreement** that addresses the changes since the last franchise and secures increased financial and legal benefits; and 2) **conduct a franchise fee audit** to ensure that each municipality

has received all the franchise fee revenue to which it is entitled from Verizon.

Municipal officials have two critical roles when it comes to renewing (or, in the rare circumstance, not renewing) a cable franchise. First, they are effectively the landlords of their cable company. The cable company utilizes the public rights-of-way to operate its cable system. Municipal officials manage those rights-of-way as a public trust and are entitled under law to fair compensation for the cable company's use of those public properties.

Second, municipal officials have an obligation to protect and advance the interests of their residents. This means not only getting the best possible services from the cable company today, but also doing everything possible to prepare for the future. Video and internet technologies change very rapidly. A cable franchise agreement must provide for the benefits available from existing technologies as well as those that may become available from future technologies.

CLG is uniquely qualified to represent the MCCC in cable franchise renewal negotiations. For over 27 years, our firm has specialized in cable franchise matters on behalf of local governments, and we have negotiated more franchise agreements than any other law firm in Pennsylvania and surrounding states. We have represented over 500 municipalities in seven states in negotiations with their cable companies. We have also negotiated hundreds of franchise agreements with Verizon. We know Verizon's corporate franchise policies, its negotiators assigned to Montgomery County, and their negotiating tactics.

The principal of the firm is Dan Cohen. He has assisted local governments in cable, wireless, and broadband issues for over 28 years. He served as Board Member (2017-21) and Co-Chair of the Legal Committee (2022-23) for the National Association of Telecommunications Officers and Advisors ("NATOA"), which is the national organization that advocates for local governments in

these fields. He was also named as a 2025 Best Lawyer in Government Relations for his work in representing local governments in cable and telecommunications matters.

Aside from his work as a telecommunications attorney, Mr. Cohen is especially qualified to represent municipalities because he was a municipal official himself. With 12 years' experience in municipal government, he has first-hand knowledge of the practical needs and the financial constraints facing municipal officials. In addition, the Cohen Law Group has a strong and experienced team that includes attorney Phil Fraga, attorney Stacy Browdie, attorney Mike Roberts, and Office Manager Victoria Novak.

CLG has developed a three-step approach to cable franchise renewal projects. The first step is to identify the clients' specific needs. Since these needs often become better defined as the negotiation progresses, we maintain flexibility throughout the process to achieve a franchise agreement that accomplishes the client's specific goals. Second, we negotiate firmly and deliberately to reach agreement in a timely fashion. Third and finally, our attorneys work efficiently in a manner that is cost effective for our clients. We are keenly aware of the fiscal constraints facing municipalities, and focus, therefore, on keeping attorneys' fees and costs as low as possible.

II. POTENTIAL FRANCHISE BENEFITS

There are significant benefits available to the MCCC municipalities in a cable franchise renewal agreement with Verizon. The key to receiving these benefits is to know the law and the regulations related to each benefit and to negotiate firmly to obtain them from the cable operator. The following is a list of some of the more important potential benefits:

1. Franchise Fee Revenue

Under federal law, municipalities may assess a franchise fee of up to five percent (5%) of the cable company's "gross revenues" for cable services derived from their municipality. The central

subject of negotiation with the cable company is the specific revenue sources to be included in the definition of “gross revenues.” **CLG has developed a comprehensive list that now includes 28 eligible revenue sources, which is greater than those in the current MCCC agreements.¹ The addition of new revenue sources in the definition of “gross revenues” would increase franchise fee revenue to the municipalities.²** Please note that all franchise fees are passed through to cable subscribers as a separate line item on their bills.

2. Franchise Fee Accountability

In addition to franchise fee revenue, it is important for the municipalities to ensure franchise fee protection and accountability. In a franchise agreement, these include, but are not limited to, the following: detailed franchise fee reports, the right to conduct franchise fee audits without impediments, the ability to collect franchise fee underpayments with corresponding penalties and interest, and protections against fee reductions due to bundled service packages (also referred to as the “triple play” of television, internet, and phone).

3. Service to Unserved Areas

Depending on whether there are areas in your municipality that are not served by Verizon’s fiber network (known as “FiOS”), it is important to include requirements that the cable company extend its network to those areas. These include, but are not limited to, the following: negotiating an expansion of the cable system within a specified time frame; inserting a lower density number (the number of homes per mile necessary for Verizon to extend the system to those homes) in the franchise agreement; and securing a strong line extension requirement for homes with long setback distances from the street or road.

¹ The current MCCC-Verizon franchise agreements that our firm negotiated include 22 revenue sources. Verizon charges more types of fees today than it did when those agreements were executed.

² Note that the decrease or increase in the number of cable subscribers in each municipality will also impact franchise fee revenues.

4. Right-of-Way Protections

Because Verizon places wires and other equipment in the public rights-of-way, it is important that a franchise agreement includes operational and legal protections for the municipalities and their residents. These include protections in the event of storms, accidents, or cable company delays. Examples include fallen trees on wires, damage to property by cable contractors, installation of “double poles,” hanging wires, and any other damages or injuries that may occur. Protections in the renewal agreement should include, but not be limited to, requirements for timely repair and restoration of damage within a specified time frame, prohibition against double poles and hanging wires, access to service area maps, emergency removal of wires and equipment, indemnification of the municipality and full insurance coverage. Given that Verizon is a certified public utility in PA, negotiations for these protections will be more challenging than with other cable operators.

5. Services to Community Facilities

It is common in a franchise agreement for cable companies to agree to provide complimentary cable services to municipal facilities, schools, and public libraries. This section needs to be reworked in the franchise renewal agreement to reflect the recent Sixth Circuit Court decision on appeal from the Federal Communications Commission’s (“FCC’s”) *Third Report and Order* of 2019. The Sixth Circuit decision is more favorable to municipalities. The major subjects of negotiation in the new franchise agreement are the types of facilities (including municipal buildings, schools, and public libraries) that receive the service, and the level of service obtained.

6. Customer Service Standards

In a franchise agreement, municipalities may impose customer service standards on the cable company to which the company must comply. It is important to include comprehensive and enforceable standards that include, but are not limited to, telephone answering time limits for

customer service representatives, refunds for service interruptions, rules for resolving customer billing disputes, appointment windows for cable technicians to arrive at your home, and a prohibition against the premature application of late fees.

7. Public, Educational and Governmental (“PEG”) Channels

Municipalities have a legal right to dedicated channel space for public, educational and governmental (“PEG”) programming. A PEG channel may be used to inform citizens by cablecasting government meetings, public safety alerts, local announcements, and/or athletic events. Depending on whether a municipality currently has an active PEG channel, the renewal agreement may require improvements, such as high definition (HD) format and digital programming titles, or it may reserve the right for a channel in the future.

8. Enforcement

Once Verizon agrees to provide certain benefits in the franchise agreement, the municipalities must be able to enforce these obligations. It is important to include practical and effective enforcement tools to ensure the company’s faithful performance of its obligations under the agreement. These include, but are not limited to, predetermined monetary fines (known as liquidated damages), a performance bond, and the right to revoke the franchise under extreme circumstances.

9. Competitive Equity

Cable companies typically request that, if your municipality grants a franchise to another cable company (e.g. Comcast), then that franchise agreement cannot be more favorable to the competitor than the new agreement is to Verizon. While in theory this is a fair principle, in practice it can have the effect of impeding cable and broadband competition. We will ensure that any such provision, if demanded by the cable company, will not undermine competition in your municipality.

10. Length of Term

Because cable technology changes so rapidly, municipalities typically seek a shorter length of term in the franchise renewal agreement and cable companies typically seek longer terms to protect their capital investment in the cable system. Verizon does not embrace this industry standard, however, and to date, has sought shorter terms due to business conditions and changes in video technology. This issue will be resolved through negotiation.

III. SCOPE OF SERVICES

The following is the scope of services that the Cohen Law Group will perform if hired to assist MCCC municipalities in cable franchise renewal with Verizon.

A. Preliminary Setting of Priorities

We will first arrange an initial kickoff meeting (either in-person or virtual) with at least one representative from each participating municipality. During the meeting, we will describe the franchise renewal process, including both the formal and informal processes prescribed by the federal Cable Act. We will inform the officials of their legal rights, including the substantive areas in which they have legal authority over the cable company and those areas in which their authority is limited. We will also outline the potential benefits available to the municipalities and solicit their concerns with respect to Verizon. Finally, we will provide the municipalities with public notice and written talking points for a public hearing on cable franchise renewal. Section 626 of the Cable Act includes a “notice and comment” requirement, and we typically recommend that this requirement be satisfied by a public hearing.

B. Franchise Fee Audit

During the preliminary stage, we recommend a franchise fee audit of Verizon for each of the municipalities. Our firm conducts such audits on a regular basis. In 2023-25, we conducted over 120

audits and discovered underpayments approximately 50% of the time. During the last MCCC Verizon renewal, our firm conducted a cable compliance review that included a limited franchise fee review. That review uncovered Verizon franchise fee underpayments. Of course, we cannot guarantee that we will find franchise fee underpayments in the upcoming franchise renewal. It will depend on the specific financial records applicable to each municipality. Either way, a franchise fee audit provides a municipality with accountability.

Franchise fee revenue may be one of the most unaccounted for revenue items in the municipal budget. Section 626 of the federal Cable Act requires that municipalities, as part of cable franchise renewal, review the cable company's past performance. A franchise fee audit is a key component of assessing past performance. It is the best method to hold the company accountable for past franchise fees and to ensure the municipality receives the future revenues to which it is entitled.

The federal Cable Act allows municipalities to assess up to five percent 5% of the cable company's "gross revenues" for cable services derived from the municipality. "Gross revenues" consists of both subscriber and non-subscriber revenue sources. We will prepare a Request for Information and Documents ("RFID") to Verizon for specific franchise fee information and worksheets relevant to each municipality. CLG will then undertake the following:

- Make a determination of all eligible revenue sources for each municipality based upon the municipality's current definition of "gross revenues." There are currently 27 eligible revenue categories and many sub-categories.
- Review Verizon's supporting documentation for franchise fee revenue, including quarterly spreadsheets, worksheets, and other revenue reports for each municipality.
- Identify the revenue sources that Verizon has included in its franchise fee documentation for each municipality. Determine whether it has applied the fee to all eligible revenue sources and, if not, identify the sources that are not included in "gross revenues."
- Ensure that all eligible revenues recorded in Verizon's financial records are accurately included in the franchise fee payments in accordance with each municipality's franchise agreement.

- Determine whether non-subscriber revenues, such as advertising revenues, home shopping commissions, and leased access fees, which are typically recorded on a regional rather than a local basis, have been properly calculated and properly apportioned to each municipality.
- Review certain special revenue sources, such as “trouble call” fees, video downgrade fees, broadcast retransmission fees, franchise fee-on-fees, and others to determine proper inclusion in the determination of franchise fees for the time period under review.
- Obtain a “homes passed list” from Verizon for each municipality to determine whether the cable operator is properly coding all cable customers to the correct municipality. This includes asking each municipality to compare the homes passed database against its residential database for possible errors.
- Re-perform a select number of cable company calculations determining franchise fee revenues. These calculations include, but are not limited to, figures underlying the amounts reported for revenue sources on specific items comprising general franchise fee categories such as “miscellaneous revenues” and “installation revenues” (which include, for example, installation, disconnection, relocation, and change-in-service fees).
- Ascertain trends of major revenue categories to spot discrepancies and/or inconsistencies in the reporting of revenues over time and making inquiries with the cable company to explain such discrepancies and/or inconsistencies.
- Report trends in the number of Verizon subscribers in each municipality for the period under review.
- Determine whether there are franchise fee underpayments to each municipality for the period under review, the amount of any underpayment, and whether penalties and/or interest apply in accordance with each municipality’s franchise agreement.

We expect to review four (4) years’ worth of financial information, which is the “look back” period permitted by the current franchise agreements we have in our possession. Typically, our investigation includes follow-up requests for further information and discussions with the cable company. Once the audit is completed, we will prepare a written report for each municipality that summarizes the results of the audit, describes the areas of inquiry, and provides charts showing subscriber and revenue trends. While CLG is fully qualified to file legal action against Verizon to collect underpayments, the flat fee for this project does not include litigation (or mediation or arbitration). Such actions would require a separate engagement.

C. Drafting of Proposed Agreement

After the setting of priorities stage is completed, we will draft a proposed master franchise agreement with Verizon to provide the municipalities with all of the benefits and legal protections to which they are entitled under current law and technology. The agreement will include the results of the setting of priorities stage discussed above, as well as our judgment as to the legal provisions that would advance the municipalities' interests and meet their future cable-related needs. We will then submit the proposed agreement to Verizon's attorneys for their review.

A PEG cash grant from Verizon may be available to municipalities that currently have an active PEG channel. Such a grant may only be used for PEG capital costs. If a municipality wishes to seek PEG financial support, we will work with its representatives to prepare a PEG needs assessment report. Such a report is most likely needed to be able to obtain a PEG cash grant. There would be an additional fee for preparing the report.³

D. Negotiation with Verizon

The most important stage in the process is negotiating a franchise renewal agreement with representatives of Verizon. CLG has negotiated hundreds of franchise renewal agreements with Verizon. We know Verizon attorneys assigned to Montgomery County and the company's franchise policies. The working document for the negotiations will be the draft franchise prepared by CLG. We will preserve the municipalities' legal rights under the formal process, but negotiate with Verizon under the informal process outlined in the federal Cable Act.

The negotiation typically consists of many negotiation sessions with representatives of the cable company, status conferences with the clients, multiple revisions of the proposed franchise

³ An additional \$1,200 would be charged for CLG to obtain the relevant information from the municipality and draft the PEG needs assessment report.

agreement, redrafting specific franchise agreement provisions, and editing the final draft of the master agreement. We will then proceed to customize the master agreement to each municipality.

E. Consideration by the Municipal Governing Bodies

After tentative agreement with Verizon has been reached, CLG will report to each municipality on the substantive provisions of the deal. Specifically, we will present each municipality with its final customized franchise agreement negotiated by the parties and recommended by CLG. We will also draft an executive summary of the final agreement. Finally, we will draft an approval ordinance or resolution (depending on the classification of each municipality) for consideration by each Township Board and Borough Council.⁴

IV. PROFESSIONAL BACKGROUND

For over 27 years, the Cohen Law Group has specialized in representing municipalities in cable, wireless, and broadband matters. Collectively, our attorneys have worked on cable franchise issues on behalf of municipalities for over 70 years. CLG has represented over 500 local governments in seven states in negotiations with cable companies. Our full array of legal services includes the following:

- Drafting cable franchise agreements
- Cable franchise renewal negotiations with cable companies
- Franchise fee audits
- Cable compliance reviews
- Broadband expansion planning and implementation strategies
- Drafting wireless facilities ordinances and design standards
- Negotiation with cellular tower and antenna companies
- Wireless facility litigation
- Drafting right-of-way ordinances and development of right-of-way fees
- Drafting pole attachment agreements and pole attachment negotiations
- Broadband expansion planning and implementation

⁴ The PA Second Class Township Code requires that cable franchise agreements be approved by ordinance. The Codes for other municipal classifications do not have this requirement.

As an active member of the NATOA and other professional organizations, CLG stays current with frequent changes in cable, wireless, and broadband law. Dan Cohen served on the NATOA Board of Directors from 2017-21 and was Co-Chair of NATOA's Policy and Legal Committee from 2022-23. CLG attorneys are also frequent speakers at municipal conferences.

Mr. Cohen is especially qualified to represent municipalities because he was a municipal official himself. He served as an elected official on the Pittsburgh City Council for 12 years, including 10 years as Chair of City Council's Cable Television Committee. He led Pittsburgh's efforts to regulate cable rates, which resulted in a refund ordered by the FCC for all City of Pittsburgh cable customers. Mr. Cohen graduated from Yale University and Stanford Law School. In addition to Mr. Cohen, CLG has a strong and experienced team that includes attorney Stacy Browdie, attorney Phil Fraga, and attorney Mike Roberts. Our Office Manager is Victoria Novak.

V. COST OF SERVICES

The following is CLG's cost of services to perform franchise renewal negotiations and a franchise fee audit of Verizon on behalf of the participating MCCC municipalities. We propose to perform these services on a flat fee basis, because our significant experience in conducting these projects lends predictability to our efforts on behalf of the MCCC. In addition, a flat fee provides "price certainty" to the municipalities.

Given our longstanding relationship with MCCC and the efficiencies involved in group negotiations, we are offering our services at a discounted rate depending on the population of each municipality and the number of municipalities that participate. Exhibit A to this proposal provides a chart that shows our standard single-municipality flat fees for franchise renewal negotiations and a franchise fee audit based on a municipality's population, followed by the MCCC discounts based on the number of municipalities that participate in the project. Please note that there is no requirement

that a municipality engage our services for both projects; however, we have applied a further 10% discount if it does.

The flat fees in Exhibit A include all expenses. They do not include the unlikely possibility of extraordinary services outside the scope of services in this proposal or any significant unforeseeable developments. In the event of such extraordinary or unforeseeable developments, CLG will contact the affected municipality to discuss such developments prior to rendering services related to them. If such services were authorized, CLG would charge a fee of \$350 per hour. It is not expected that we will need to travel for this project; however, if travel is required, we would charge one-half of our hourly rate or \$175 per hour for travel time. We do not charge for mileage. Please note that our billing policy is to bill one-third of the flat fees above at the commencement of the entire project, one-third at the middle of each project, and one-third at the conclusion of each project. Thank you for the opportunity to submit this proposal.

Exhibit A: Cohen Law Group Flat Fees for Verizon Franchise Renewal Projects

Number of Participants	Single Project Discount	Population of Municipality	Fees for Franchise Renewal Negotiations	Fees for Franchise Fee Audit	Combined Fee For Both Projects	Additional Discount If Engaged for Both Projects	Total Discounted Fees for Both Projects	
1	N/A	< 10,000	\$6,700	\$4,900	\$11,600	10%	\$10,440	
		10,000-20,000	\$7,700	\$5,900	\$13,600		\$12,240	
		>20,000	\$8,700	\$6,900	\$15,600		\$14,040	
20+	20%	< 10,000	\$5,360	\$3,920	\$9,280			\$8,352
		10,000-20,000	\$6,160	\$4,720	\$10,880			\$9,792
		>20,000	\$6,960	\$5,520	\$12,480			\$11,232
11-19	15%	< 10,000	\$5,695	\$4,165	\$9,860			\$8,874
		10,000-20,000	\$6,545	\$5,015	\$11,560			\$10,404
		>20,000	\$7,395	\$5,865	\$13,260			\$11,934
2-10	10%	< 10,000	\$6,030	\$4,410	\$10,440			\$9,396
		10,000-20,000	\$6,930	\$5,310	\$12,240			\$11,016
		>20,000	\$7,830	\$6,210	\$14,040			\$12,636

MEMO

PLYMOUTH TOWNSHIP



TO: Council & Matt West
CC: Annalisa Primus
FROM: Michael Matusheski
DATE: January 29, 2026
SUBJECT: Fire Marshal Mutual Aid Agreement

I am submitting and recommending the attached Mutual Aid Agreement (MOA) for approval by Plymouth Township Council. This agreement is for the Fire Marshal's Offices in the Fire Region 6 area as designated by Montgomery County. This includes Plymouth, Whitpain, Whitmarsh, East Norriton Springfield, and West Norriton Townships and Conshohocken and Bridgeport Boroughs.

At this time, when mutual aid is needed by surrounding municipalities, they request it through radio or via phone. This is similar to when fire companies, police departments, or EMS agencies request additional help during incidents. There is an implied agreement based on the originating municipality requesting assistance of others. The attached MOA is formalizing the agreement in writing.

In 1981, Plymouth Township entered into a MOA for Fire Marshal services with Whitmarsh Township and Conshohocken Borough. In July of 2025, Plymouth Township Council approved and entered into an agreement with Whitpain Township. As other municipalities in this region are attempting to formalize such mutual aid agreements for their Fire Marshal's Offices as well; we believe it is more beneficial to have one group MOA with each of the participating municipalities involved, similar to what Plymouth, Whitmarsh, and Conshohocken had done over 40 years ago. The alternative is for each municipality to create a separate but identical MOA with each of the other municipalities on an individual basis.

After some discussion and modifications to the originally drafted agreement, I am in favor of and recommend approval of the attached MOA. If you have any questions, please let me know. Thank you.

**MUTUAL AID
AGREEMENT**

THIS AGREEMENT made this ____ day of _____, 2025, by and between the participating members of the Regional Fire Investigation Team – 6. This team assists participating municipal entities in the investigations of fires and other emergency incidents. All members must understand and follow the team’s Standard Operating Procedures and Standard Operating Guidelines as outlined in Appendix A as amended from time to time.

BACKGROUND

WHEREAS, each of the Parties hereto has an interest in the investigations of fire and explosions and/or other emergency support; and

WHEREAS, each of the Parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the investigation of fire and explosions, and/or other emergency support; and

WHEREAS, in the event of a fire, disaster or other emergency, either Party may need the assistance of the other Party to this Agreement to provide supplemental fire and/or explosion investigation and/or other emergency support; and

WHEREAS, each of the Parties may have the necessary equipment and personnel available to enable it to provide such services to the other Party to this Agreement in the event of a fire or explosion or other emergency; and

WHEREAS, the location of each Party is located in such a manner as to enable each Party to render mutual aid assistance to the other; and

WHEREAS, each of the Parties to this Agreement has determined that it is in the best interests of each Party to set forth guidelines for providing mutual aid assistance to each other in the case of a fire, explosion, or other emergency.

NOW, THEREFORE, the Parties hereto, in accordance with the terms, conditions, and provisions of this Agreement, and by the authority granted each Party hereto under the Pennsylvania Constitution and with the full intent to be legally bound hereby, agree as follows:

1. **PURPOSE:** The purpose of this Mutual Aid Agreement is to provide mutual assistance to the Parties for fire and explosion investigation in the event of a fire, explosion, disaster, or other emergency.

2. **REQUEST FOR ASSISTANCE:** The Fire Code Official or Incident Commander of the Party at the scene of an emergency within the boundaries

- of that Party's geographical jurisdiction (the "Requesting Party") is authorized to request assistance from the other Party to this Agreement (the "Responding Party") if and when confronted with a Fire or Explosion at which the Requesting Party has need for equipment or personnel to assist in their duties in the investigation of the fire and/or explosion.
3. **RESPONSE TO REQUEST:** Upon receipt of a request as provided above, the Fire Code Official or Commanding Officer, or other designated responsible person as provided within the Responding Party's chain of command, shall immediately take the following action:
 - A. Determine if the Responding Party has equipment and personnel available to respond to the Requesting Party and determine the type of equipment and number of personnel available.
 - B. Determine what available equipment and what available personnel should be dispatched, in accordance with the plans and procedures established by the Parties.
 - C. In the event the requested equipment and/or personnel are available, then the Responding Party shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - D. In the event the requested equipment and/or personnel are not available, then the Commanding Officer shall immediately advise the Requesting Party of such fact.
 4. **RESPONSE WITHOUT A FORMAL REQUEST:** Each Party accepts that another Party may respond to one another's primary response area without a formal request, should the initial or subsequent dispatches indicate that the primary Party may need more assistance or resources.
 5. **AUTHORITY TO INVESTIGATE:** The Parties entered into this agreement, grant the authority to investigate the origin and cause of a fire to the Fire Marshal (or their designee) of a Responding Party within one another's jurisdiction, providing that Fire Marshal (or their designee) is adequately trained and certified to conduct such an investigation.
 6. **DISTRIBUTION OF FIRE INVESTIGATION REPORTS:** When a fire investigation is conducted by a Fire Marshal (or their designee) within another Party's jurisdiction, that report becomes the property of Party of which the incident occurred. A fire investigation report may then be released per the regulations and policies of each Party.
 7. **LIABILITY:** The Parties agree that the Requesting Party shall assume liability for and hold the Responding Party harmless from any and all liabilities, which arise out of decisions or judgments of the Responding Party. Notwithstanding the foregoing, each Party hereto agrees to assume responsibility for liabilities

arising out of or relating to the direct action of its own personnel and to hold the other Party harmless therefrom as to any action resulting from the other Party's performance under this Agreement. Any Party may take action against the other Party where the Party or its representative or an employee acting on behalf of the Party has acted with gross negligence.

8. **COMPENSATION:** Each Party agrees not to seek from the other Party any compensation for services rendered under this Agreement. Further, each Party hereto shall retain full responsibility for the payment of wages and other compensation and for carrying workmen's compensation upon said their respective employees; and each Party shall be responsible for its own equipment and shall bear the risk of loss thereto, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that Party.
9. **INSURANCE:** Each Party agrees to maintain adequate insurance coverage for its own equipment and personnel, and to provide proof of same upon request by the other Party hereto.
10. **TERMINATION:** A Party desiring to terminate this Agreement shall serve written notice upon the other Party of its intention to terminate this Agreement. Such notice shall be served not less than thirty (30) calendar days prior to the termination date set forth in said written notice. Such written notice shall automatically terminate this Agreement on the date specified.
11. **AGREEMENT NOT EXCLUSIVE:** This agreement is not intended to create an exclusive relationship as between the Parties hereto. Either of the Parties may, as necessary or expedient, enter into additional Mutual Aid Agreements with other Parties. Entry into such separate Agreements shall not alter or modify the terms and conditions of this Agreement, which may only be altered or amended by written addendum between the Parties hereto.
12. **RESPONSE PRIORITY:** Nothing in this Agreement shall be construed as creating any obligation on the part of either Party to provide equipment or personnel to the other Party in the event that a Party is unable to provide response to the Requesting Party due to pre-existing emergency response within the geographical limits of the Responding Party, or the limits of any other territory with whom Responding Party may be acting under terms of a similar Mutual Aid Agreement, or for any other reason as determined by the Commanding or ranking officer of the Responding Party. The Parties hereto intend that response under the terms of this Agreement shall, at all times, be under and subject to the circumstances then faced by the Party requested to respond, and that, due to the nature of emergency response, such Party cannot and does not hereby make any assurances that it may be able or available to provide any such assistance at any given time.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above, with the intent to be legally bound hereby.

ATTEST:

WHITPAIN TOWNSHIP

By: _____

By: _____

Eric Traub
Township Manager

Scott Badami
Chair, Board of Supervisors

ATTEST:

BRIDGEPORT BOROUGH

By: _____

By: _____

Keith Truman
Borough Manager

Saba Al-Zaid
President, Borough Council

ATTEST:

CONSHOHOCKEN BOROUGH

By: _____

By: _____

Stephanie Cecco
Borough Manager

Tina Sokolowski
President, Borough Council

ATTEST:

EAST NORRITON TOWNSHIP

By: _____

By: _____

Robert Hart
Township Manager

Laura Rivera
Chair, Board of Supervisors

ATTEST:

PLYMOUTH TOWNSHIP

By: _____

By: _____

Matt West
Township Manager

Lynne Viscio
Chair, Council

ATTEST:

SPRINGFIELD TOWNSHIP

By: _____

By: _____

Michael Taylor
Township Manager

James Lee
Chair, Board of Supervisors

ATTEST:

WEST NORRITON TOWNSHIP

By: _____

By: _____

Jason Bobst
Township Manager

Anne Pavone
President, Board of Commissioners

ATTEST:

WHITEMARSH TOWNSHIP

By: _____

By: _____

Craig McAnally
Township Manager

Jacy Toll
Chair, Board of Supervisors

Appendix A

Standard Operating Procedure (SOP)

Multi-Agency Fire Investigation Coordination – Regional Fire Investigation Team - 6

Effective Date: 07/05/2025

1. Purpose

To establish a cooperative framework for multi-unit fire investigation teams, ensuring seamless collaboration between local, state, and federal agencies in fire origin and cause determination while upholding NFPA 1321 & 921 standards.

2. Scope

This SOP applies to all partners in the – Region Fire Investigation Team – 6, and other fire investigation agencies, including:

- Local Fire Marshal Units
- State Fire Investigators
- Federal Agencies (ATF, NIST, etc.)
- Law Enforcement (Police, Arson Task Forces)
- Private Fire Investigators (Insurance, Legal Representatives)

This policy ensures that multi-unit investigations operate under a coordinated command structure to maximize efficiency and maintain jurisdictional authority while conducting fire scene examinations.

3. Unified Command & Authority Structure

- **Lead Investigating Agency:** The local Fire Marshal’s Office maintains primary jurisdiction, unless a state/federal agency assumes leadership due to criminal implications.
- **Incident Command System (ICS):** A Unified Command will be designated to coordinate multi-agency involvement.
- **Authority Delegation:** Each unit must adhere to jurisdictional laws while cooperating under the established memorandum of understanding (MOU) or interagency agreements.

- Legal & Compliance Oversight: Ensuring all evidence handling, scene security, and reporting comply with NFPA 921 and legal mandates.
-

4. Multi-Unit Investigation Procedures

4.1 Initial Scene Coordination

- Secure Perimeter & Entry Logs: The first responding unit establishes scene security and records personnel entry.
- Briefing & Role Assignment: The Unified Command assigns tasks based on agency expertise, ensuring no duplication of efforts.
- Safety Compliance: All teams must adhere to PPE requirements and hazardous material handling protocols.

4.2 Fire Cause & Origin Investigation

- Multi-Agency Evidence Collection: All units follow NFPA 921 standards for documentation, photography, and forensic analysis.
- Expert Collaboration: Electrical engineers, forensic fire analysts, and arson specialists may be consulted.
- Unified Reporting System: Agencies share findings through a secure digital database, ensuring transparency.
- Ignitable Liquid Canine Use: All personnel involved in fire investigations utilizing ignitable detection canines, including fire investigators, canine handlers, and other relevant professionals.

4.3 Legal & Interagency Coordination

- Law Enforcement & Arson Task Forces: Criminal cases involving arson require law enforcement participation.
 - Insurance & Private Investigators: Legal representatives may conduct independent examinations with oversight.
 - Court Testimony & Expert Witness Preparation: Fire investigators prepare reports for legal proceedings.
-

5. Compliance & Training

- Qualifications: Must meet the qualifications outlined in the SOP for “Qualifications of Fire Investigators” set to be eligible to be on the team.

- Annual Interagency Training: All agencies conduct joint fire investigation exercises based on real-case scenarios.
 - NFPA 1321 Audits: Regular reviews ensure compliance with fire investigation unit standards.
 - Policy Revisions & Updates: SOP and SOG modifications occur based on new fire science developments.
-

6. References

- NFPA 1321 – Standard for Fire Investigation Units
- NFPA 921 – Guide for Fire and Explosion Investigations
- Multi-Agency Investigation MOU Agreements
- Operating Township’s Fire Code

Memorandum



Date: November 21, 2025

To: Matt West, Township Manager
Plymouth Township

11711 East Market Place
Suite 200
Fulton, MD 20759
410.461.8323
FAX 410.461.8324
www.cwp.org

From: Beth Uhler, Center for Watershed Protection

Re: Plymouth Township 2026 NPDES MS4 Program
Services

The Center for Watershed Protection, Inc. (CWP) is pleased to submit this scope of work and fee proposal for assisting Plymouth Township (the Client) with National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Program tasks as the Township MS4 Consultant. This memorandum outlines CWP's scope of work and fee proposal and will serve as the project contract.

Scope of Work

Plymouth Township has a NPDES General Permit for Stormwater Discharges from Small MS4s (PAG130008, Effective 3/16/2018) from the Pennsylvania Department of Environmental Protection (PA DEP). As an NPDES MS4 permittee, the Township is required to maintain and implement a Stormwater Management Program (SWMP) through Best Management Practices (BMPs) under six Minimum Control Measures (MCMs). The Township also is required to implement a Pollutant Reduction Plan (PRP) for stormwater discharges to Diamond Run, Plymouth Creek and Sawmill Run due to a siltation impairment. The PRP implementation of BMPs is due December 31, 2029, and a PRP Final Report submitted to PA DEP with the following Annual MS4 Status Report.

The Township is also required to implement Pollutant Control Measures (PCMs) for stormwater discharges within five stream miles of the Schuylkill River due to a PCB impairment.

Compliance with these requirements must be demonstrated by the submission of an Annual MS4 Status Report, due to the Pennsylvania Department of Environmental Protection (PA DEP) each year by September 30.

CWP has prepared a scope of work to assist the Township with tasks related to the NPDES MS4 Permit requirements as outlined in the tasks below and specified which tasks are proposed to be completed upon contract execution.

Task 1 – MCM #3 Illicit Discharge Detection and Elimination (IDDE) Activities

CWP will develop an IDDE Written Program.

The IDDE Program will contain procedures for identifying priority areas, screening outfalls in priority areas, identifying the source of an illicit discharge when a contaminated flow is detected at a regulated small MS4 outfall, eliminating an illicit discharge, assessing the potential for illicit discharges caused by the interaction of sewage disposal systems, gaining access to private property, program documentation, evaluation and assessment, and addressing information or complaints received from the public.

Deliverables:

- **IDDE Written Program**

Task 2 – MCM #5 Post Construction Stormwater Management (PCSM) Activities

CWP will coordinate with the Township to complete the PCSM BMP inventory.

Deliverables:

- **Updated Stormwater BMP Inventory (Excel spreadsheet and GIS shapefile or geodatabase)**

Task 3 – MCM #6 Pollution Prevention/Good Housekeeping Activities

CWP will conduct the following pollution prevention/good housekeeping activities: conduct a site visit of the public works yard, develop a Good Housekeeping/Municipal Facility Operations and Maintenance (O&M) Program and develop an Employee Training Program.

The Good Housekeeping/Municipal Facility O&M Program will include an inventory of activities and facilities with the potential for stormwater pollution. The Program will address the municipal separate storm sewer system and include: management practices, policies, and procedures; maintenance activities, maintenance schedules, and inspection procedures; controls for reducing or eliminating the discharge of pollutants; and procedures for the proper disposal of waste. A site visit will be conducted to obtain information to include in the program. This will be coordinated with the Public Works Director. Any observations/recommendations from the site visit will be documented in a memorandum to the Township. In addition, an Employee Training Program will be developed to prevent and reduce the potential for stormwater pollution that is based on findings from the site visit.

Deliverables:

- **Good Housekeeping/Municipal Facility O&M Program**
- **Municipal Facility Site Visit/Memo**

- **Employee Training Program**

Task 4 – Annual MS4 Status Reporting

CWP will prepare the Township’s 2026 Annual MS4 Status Reports using the most recently published PA DEP form (dated 9/2017), compile supporting information, and submit to PA DEP on behalf of the Township via the PA DEP Public Upload online submission webpage. Applicable supporting information includes educational materials distributed, public meeting presentation information, employee training documentation, outfall field screening reports, stormwater BMP inventory updates and compliance status, PCM and PRP status. A draft report will be provided to the Township for review and signature at least 1 week prior to submission to PA DEP. The final Annual MS4 Status Report will be submitted to PA DEP on behalf of the Township by September 30 each year. It is assumed the Township will provide documentation to CWP for any activities related to compliance with the Permit for inclusion in the Annual Report. The PRP Final Report will be also prepared and submitted with the 2026 Annual MS4 Status Report.

Deliverables:

- **2026 Annual MS4 Status Reports (draft and final)**

Task 5 – PCMs for Schuylkill River PCBs

CWP will assist the Township with PCMs for the Schuylkill River. It is assumed that the storm sewersheds have already been delineated as part of the PRP development. A desktop review and site visit will be conducted to generate an inventory of known and suspected sources of PCBs within the storm sewersheds. This will be documented in a memorandum to the Township. If any known and suspected sources of PCBs are identified, a separate proposal will be provided to the Township to conduct an investigation of each source.

Deliverables:

- **PCM Stormwater Sewershed Map**
- **Inventory of Known or Suspected Sources of PCB Memorandum**

Task 6 – Stormwater Ordinance Update

CWP will review and update the Township’s current Stormwater Management Ordinance for compliance with the 2022 PA DEP MS4 Model Stormwater Management Ordinance, along with providing small recommended improvements. Note that CWP is not responsible for updating cross-references in other chapters of the Township Code. It is assumed that the Township will provide Word document versions of the ordinance documents to be updated and the Township solicitor will review and format the final product for adoption by the Township Council. The primary documents that will require updating include the ordinance itself and the landowner Operations and Maintenance Agreement. New options/updates will be presented to the Township with recommendations. Other required changes will be explained and updated. Updates will

be made in Microsoft Word using track changes with comment boxes explaining the changes. CWP will also develop and deliver one public meeting presentation on the ordinance updates and major changes.

The updated documents will be provided to the Township for review and formatting for adoption by the Township solicitor.

Deliverables:

- **Updated Stormwater Ordinance Documents with Track Changes (including Appendices)**
- **“Clean” Updated Stormwater Ordinance Documents and Pdfs (including Appendices)**
- **Public meeting presentation**

Task 7 – Technical Assistance

CWP will attend and facilitate up to 12 in-person project progress meetings with Township staff. Reminders will be provided to the Township via email periodically to complete MS4-related tasks. CWP will coordinate with the Township on PRP implementation once approved.

CWP will conduct one customized employee training for Plymouth Township staff to be held in conjunction with Lower Moreland Township, Lower Providence Township, Skippack Township and Springfield Township for cost-sharing purposes. Content covered will include an overview of the NPDES MS4 Permit, Illicit Discharge Detection and Elimination (IDDE) and Outfall Field Screening, and Pollution Prevention/Good Housekeeping. The training will be two hours and classroom format. Location to be agreed upon at a later date.

Deliverables:

- **Up to 12 in-person project progress meetings**
- **Up to 6 email reminders**
- **One Two-Hour Training Workshop and Handouts of PowerPoint presentation**

Fee Proposal

CWP’s fee for the above services is **\$39,250.00** to be invoiced monthly on a time and expense basis. Please see below for a task breakdown.

Task No.	Task Name	Cost
1	MCM #3- Illicit Discharge Detection and Elimination Activities	\$1,960.00
2	MCM #5- Post Construction Stormwater Management Activities	\$6,155.00
3	MCM #6- Pollution Prevention/ Good Housekeeping Activities	\$7,775.00
4	Annual MS4 Status Reporting	\$5,560.00
5	PCMs for Schuylkill River PCB	\$4,075.00

Task No.	Task Name	Cost
6	Stormwater Ordinance Update	\$7,310.00
7	Technical Assistance	\$6,415.00

Total: \$39,250.00

Period of Performance

The period of performance for this contract is from January 1, 2026 to December 31, 2026.

Assumptions and Exclusions

The following terms assumptions and exclusions to this scope of work:

- 1) All tasks relating to the new 2018 NPDES MS4 Permit will be completed according to the Special Conditions of the 2018 NPDES MS4 General Permit (3800-PM-BCW0100d) dated 5/2016 (referred to as Permit).
- 2) It is assumed that the Township has existing GIS data layers of stormwater infrastructure.
- 3) This proposal does not include design and construction of BMPs as part of PRP requirements. A separate proposal will be prepared for the Township's consideration for each of these projects.
- 4) The Township will provide CWP any necessary information, including but not limited to GIS shapefiles/layers/geodatabases, permit approvals, PRP documents, current written programs, etc.
- 5) Stormwater BMP inspections are excluded from this scope; however, CWP can provide an updated/new proposal to perform these tasks upon request.
- 6) This proposal includes CWP's tasks relating to NPDES MS4 Permit compliance. It does not represent the entire Township's effort required for compliance with the NPDES MS4 Permit. Additional tasks include, but are not limited to:
 - a. Reviewing the municipal stormwater webpage as required by PA DEP and update as necessary (including checking to ensure all links are functioning and that there is a phone # listed to report illicit discharges).
 - b. Distributing and publishing stormwater educational material as required by MCM #1 (Public Education and Outreach) and MCM #3 (Illicit Discharge Detection and Elimination).
 - c. Notifying the County Conservation District within 5 days of receiving a permit application involving greater than 1 acre of earth disturbance (MCM #4 Construction Site Runoff).
 - d. Ensuring proper O&M of PCSM BMPs.
 - e. Documenting and tracking illicit discharge reports and other stormwater-related complaints.
 - f. Documenting municipal facility and operations O&M self-inspection and record-keeping.

- g. Administering and enforcing the Township stormwater ordinance. CWP can provide an updated/new proposal to assist with these items at the Township's request.
- 7) The Township will provide CWP with documentation for any MS4 related activities for annual reporting purposes.
- 8) Electronic only deliverables will be provided to the Township as part of this scope. If hard copies are requested, this will be billed separately as time and materials.

Terms and Conditions

The following terms apply to this scope of work:

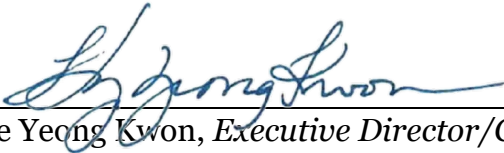
1. The current federal government rate for travel mileage reimbursement will be applied.
2. CWP will submit invoices no more than monthly and no less frequently than quarterly. Payments delinquent by more than 30 days will automatically receive a 3% charge to the total cost. This 3% will be applied each 30 day cycle that the payment is late.
3. All costs above and beyond the proposed amount will be billed only with prior approval from the client.
4. If the source of funding is federal, a Catalogue of Federal Domestic Assistance number must be supplied to CWP before the project starts.
5. CWP is permitted to re-budget expense line items as long as it does not exceed 10% of the total project.
6. The Client shall at all times indemnify and save harmless CWP and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, caused in whole or in part by the performance of the work or any negligent act or omission of the Client, its agents, employees, or subcontractors in connection with the project.
7. The Client acknowledges that CWP is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer, or employee of CWP in the performance of this or any other agreement between the parties shall be made against the corporation and not against such director, officer, or employee individually. Any breach of this section shall entitle such director, officer, or employee of CWP to, in addition to all other relief, costs and reasonable attorneys' fees.
8. The Client or CWP may terminate this Agreement at any time, by providing ten (10) days written notice to the Client, for any reason whatsoever. In the event of such termination, CWP will be paid a pro rata amount of the compensation due for work performed up to the date notice of such termination is provided.
9. CWP shall comply with all applicable federal, state, and local laws, rules, ordinances, decisions, and executive orders dealing with affirmative action and nondiscrimination in employment and with subcontracting to disadvantaged, minority-owned, and woman-owned businesses. In addition, CWP shall comply

with all policies, plans, and procedures the Client may have with respect to such matters.

10. If this Agreement involves the expenditure of federal funds all required federal clauses are incorporated herein by reference as if fully set forth, including, but not limited to, those clauses found in Title 48 of The Code of Federal Regulations, Chapter 1, Parts 52 and 53 of The Federal Acquisition Regulations. CWP is required to complete all forms and reports required by law and the Client.

Client Signature

Date



November 21, 2025

Hye Yeong Kwon, *Executive Director/CEO*
Center for Watershed Protection, Inc.

Date

PROPOSED
ORDINANCE NO. 1716
PLYMOUTH TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

**AN ORDINANCE OF PLYMOUTH TOWNSHIP, MONTGOMERY COUNTY,
PENNSYLVANIA, AMENDING THE CODE OF ORDINANCE AT CHAPTER 2
[ADMINISTRATION] AT SECTION 2-25A [RESPONSIBLE CONTRACTORS]**

WHEREAS, The Township of Plymouth is a duly organized Home Rule municipality, existing and operating in accordance with the laws of the Commonwealth of Pennsylvania; and

WHEREAS, Pursuant to Section 301 of the Home Rule Charter, all powers of the Township are vested in and exercised by a Council, including the power to make and adopt ordinances and resolutions consistent with the Constitution, and laws of the Commonwealth and the Home Rule Charter; and

WHEREAS, The Council of Plymouth Township desires to amend Chapter 2, Section 2-25A of the Township Code of Ordinance; and

WHEREAS, The Council of Plymouth Township recognizes that there is a need to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable and cost-effective manner.

NOW, THEREFORE, The Council of Plymouth Township, Montgomery County, Pennsylvania, does hereby ENACT and ORDAIN that the Code of Ordinances of Plymouth Township, Pennsylvania, is hereby amended as stated below:

SECTION 1. Amendment to Chapter 2 [Administration] Section 2-25A [Responsible Contractors]

The Township's Code of Ordinances Chapter 2 [Administration] Section 2-25A [Responsible Contractors] which shall read as follows:

Section. 2-25A – Responsible Contractors

(b) Responsible contractor requirements.

(1) All contractors and subcontractors of any tier that perform work valued at over three hundred thousand (\$300,000.00) dollars on any public facility or public works project, including construction, alteration, renovation, repair, service or maintenance work, shall meet the requirements of this ordinance.

(3) Prequalification requirements.

a. For contracts subject to the responsible contractor requirements of this ordinance, all firms, whether general contractors, prime or other lead contractors, or proposed subcontractors, must submit a contractor responsibility certification at least fourteen (14) calendar days before the proposed bid submission deadline for any given project. Failure to submit a contractor

responsibility certification by the deadline will automatically disqualify any firm from submitting a bid or proposal for the contract.

(c) Contractor responsibility certifications.

(3) In the contractor responsibility certification the construction manager, general contractor or other lead or prime contractor shall confirm the following facts regarding its past performance and work history and its current qualifications and performance capabilities:

m. The firm has participated in a Class A apprenticeship program for the past three years for each separate trade or classification in which it employs craft employees and shall continue to participate in such programs or programs for the duration of the project.

3. The construction manager, general contractor or other lead or prime contractor responsible for the project shall ensure that at least 70 percent of the craft labor workers employed on the project shall be comprised of either journeyperson workers who have successfully completed a Class A Apprenticeship Program as defined in this section of this ordinance or apprentices registered in such programs. The apprenticeship participation must be in the same trade or craft for which the workers are employed on the project.

(h) Public review process.

(1) Prior to execution of a final contract under this ordinance, the contractor responsibility certification for a firm identified in a Notice of Intent to Award Contract, subcontractor lists, and subcontractor responsibility certifications shall be made immediately available to the public for inspection through a publicly accessible website or other comparable means for a period of five (5) calendar days after the issuance of the contractor responsibility determination.

SECTION 2. Repeal and Ratification

Chapter 2 [Administration] Section 2-25A [Responsible Contractors] (b)(4) [Exclusion] is hereby deleted in its entirety.

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed. Any other terms and provisions of the Township's Code unaffected by this Ordinance are hereby reaffirmed and ratified.

SECTION 3. Severability

Should any section, paragraph, sentence, clause, or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and affect, and for this reason the provisions of this Ordinance shall be severable.

ORDAINED AND ENACTED by the Council of Plymouth Township, Montgomery County, Pennsylvania, this ____ day of ____, 2026.

COUNCIL OF PLYMOUTH TOWNSHIP

BY: _____
Lynne M. Viscio, Chair

ATTEST: _____
Matt West, Manager/Secretary