

300 School Street, North Wales, PA 19454 Phone: 215-699-4424 ● Fax: 215-699-3991 http://northwalesborough.org

### COUNCIL MEETING Tuesday, July 8<sup>th</sup>, 2025 – 7:00 P.M.

Salvatore Amato Sherwin Collins Anji Fazio Alexander Groce Brittany Kohler Wendy McClure Sally Neiderhiser Mark Tarlecki Sarah Whelan Neil McDevitt, Mayor

Call to Order, Date and Time Roll Call Pledge of Allegiance

•	Public Comment			
	Discussion: Update 9th Street Park Streambank Restoration			
•	Consideration: Acceptance of 2025 Montco 2040 Implementation Grant for NWACC Security and Access Upgrades			
	Consideration: Approval of Certificate(s) of Appropriateness: 116 W. Walnut Street, 402 School Street, 218-220 S. Main Street, 129 Shearer Street, and 513-515 E Montgomery Avenue			
	Consideration: Approval of Minutes: June 24th, 2025			
	Old Business / Committee & Board Reports / Zoning Applications / Parking Lot			
	Solicitor / Mayor / Council / Chief / Public Works / Manager			

All interested parties may participate on the date and time noted above and when called upon by the Council President. The public may also submit questions or comments prior to the meeting by e-mail to <a href="mailto:info@northwalesborough.org">info@northwalesborough.org</a>; these must be received no later than 12 Noon on the day of the meeting. Persons with disabilities who wish to attend the meeting and require auxiliary aid, service, or other accommodation to participate in the meeting should contact North Wales Borough at 215-699-4424 or by e-mail to <a href="mailto:info@northwalesborough.org">info@northwalesborough.org</a>.

### **Mayor's Office Hours:**

2<sup>nd</sup> Tuesdays

5:00 P.M. - 7:00 P.M.

### **Monthly Meetings Information:**

HARB

Historic Commission

Human Relations Commission

Park & Recreation Board

Planning Commission

Shade Tree Commission

Park & Recreation Board

Planning Commission

Shade Tree Commission

Thursday of Month

2nd Thursday of Month

2nd Thursday of Month

**Zoning Hearing Board** 1<sup>st</sup> Tuesday of Month, as needed

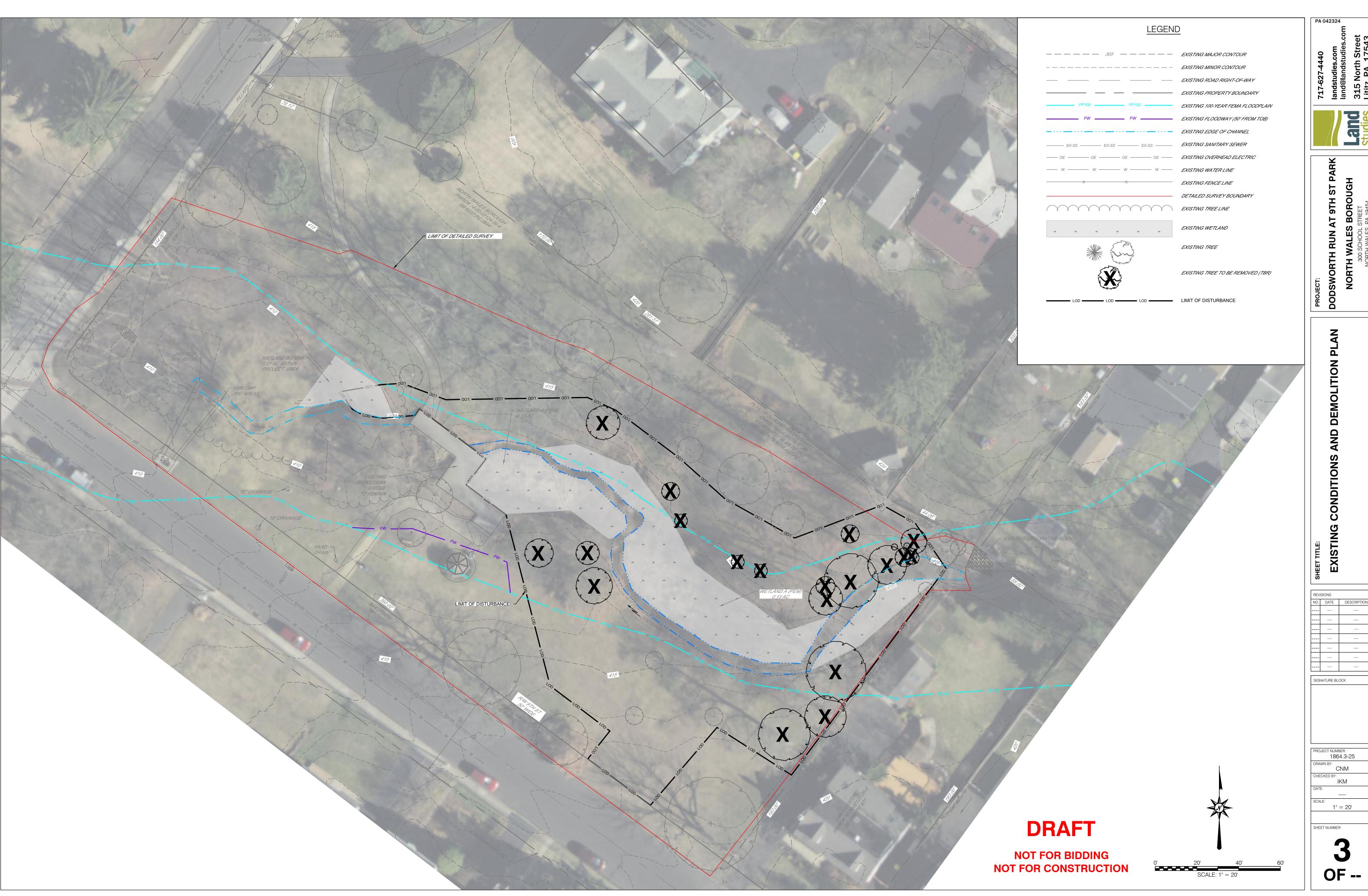
**Nor-Gwyn Pool Commission** 4<sup>th</sup> Tuesday of Month

All the above meetings begin at 7 P.M. at Borough Hall, unless noted otherwise.

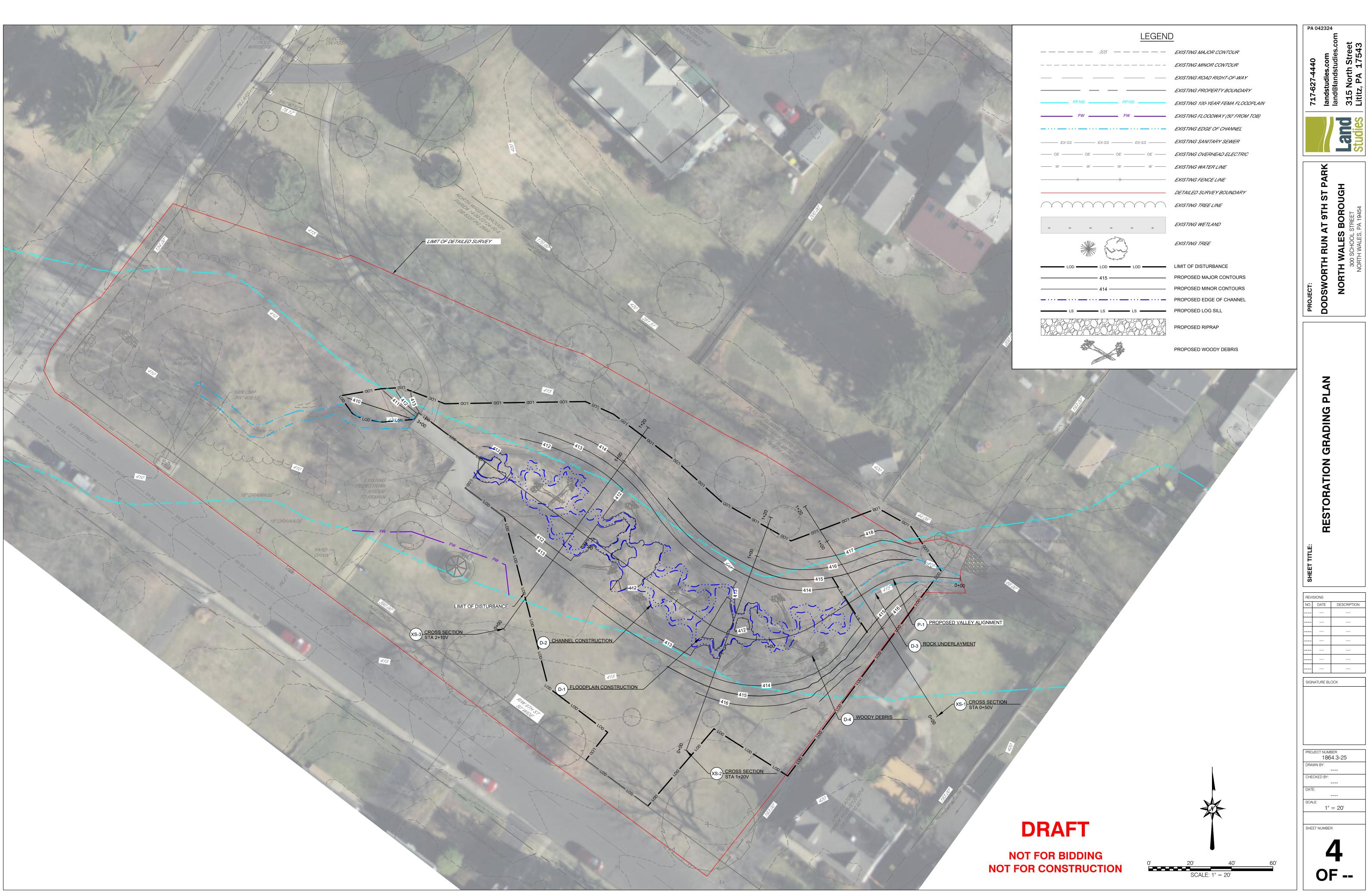
North Wales Water Authority 3<sup>rd</sup> Wednesday of Month

5:00 P.M., 200 W. Walnut Street

Please note: The meeting is being digitally recorded.







IONS		
DATE	DESCRIPTION	
ATURE BLOCK		

#### MONTGOMERY COUNTY BOARD OF COMMISSIONERS

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

WWW.MONTGOMERYCOUNTYPA.GOV



### MONTGOMERY COUNTY PLANNING COMMISSION

Montgomery County • PO Box 311 Norristown, Pa 19404-0311

610-278-3722 PLANNING@MONTGOMERYCOUNTYPA.GOV

> SCOTT FRANCE, AICP EXECUTIVE DIRECTOR

June 20, 2025

Re: Montco 2040 Implementation Grant Fund Program - 2025 Funding Agreement

To Whom It May Concern:

Included here is your Montco 2040 Grant Funding Agreement for your 2025 project. Please review the Project Narrative, which appears in Exhibit A, and the Budget Summary which appears in Exhibit B, and advise us of any corrections to be made. Information from the project application was used to complete these sections. It is your responsibility to verify that the exhibits reflect the project to be carried out with the grant funds. The official clock on 2025 grants has now started with the release of the funding agreements, so final deadlines for the completion of all projects will be June 30, 2028, although most have indicated they will be done before then.

Please have the attached Grant Funding Agreement signed and witnessed. The signed copy of the grant agreement is to be returned to our attention in the Planning Commission office (electronically or in hard copy) within 45 days for the Commissioners' signatures. Once the Commissioners have executed the agreements, a copy will be returned to you for your files.

At the end of the funding agreement is an annotated Exhibit C that may further clarify the reimbursement process and the necessary documents that should be compiled and submitted to the Housing and Community Development Department as the project proceeds. **Reminder**: Please send final design and engineering plans to us at the Planning Commission for review and approval before your project goes to construction. Please refer to the <u>program guidebook</u> for all reimbursement guidelines.

Thank you for your cooperation. If you have any questions regarding the funding agreement, please contact us – information provided below. Any questions about reimbursements should be directed to Terry McMullen at the Department of Housing and Community Development, 610-278-3540, Terrance.McMullen@MontgomeryCountyPA.gov.

Sincerely,

Chloe Mohr, AICP Principal Planner

Chloe.Mohr@montgomerycountypa.gov

David Greenberg Senior Planner

David.Greenberg@montgomerycountypa.gov

David Greenberg

C/ Lee Soltysiak, Commissioner's Office
Mira Baylson, Deputy Chief Operating Officer
Terry McMullen, Office of Housing and Community Development

## MONTCO 2040 PROGRAM IMPLEMENTATION GRANT AGREEMENT BETWEEN THE

COUNTY OF MONTGOMERY AND NORTH WALES BOROUGH

Municipality: North Wales Borough

Project Number: MO-25-03-110

This Agreement, entered into this 1st day of July, 2025 by and between the COUNTY OF MONTGOMERY, Commonwealth of Pennsylvania, by and through its PLANNING COMMISSION, with its principal offices at One Montgomery Plaza, PO Box 311, Norristown, PA 19404 (hereinafter referred to as the County) and NORTH WALES BOROUGH, Commonwealth of Pennsylvania, with its principal offices at 300 School Street, North Wales, PA 19454 (hereinafter referred to as the Grantee).

#### WITNESSES:

WHEREAS, the County has created a 25 year comprehensive plan, Montco 2040: A Shared Vision, to establish the Montco 2040: Implementation Grant Program (hereinafter referred to as Montco 2040) to provide money to assist municipalities with projects that implement the goals of the comprehensive plan, Montco 2040: A Shared Vision;

WHEREAS, by Resolution No. 25-C.062, dated May 15, 2025, the County reserved funds from Montco 2040 in the amount of forty-three thousand, eight hundred forty-eight dollars (\$43,848.00), (hereinafter referred to as the Grant) solely for the purpose of providing financing to the Grantee for the North Wales Arts and Cultural Center Building Security as described in Exhibit A; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which the County has agreed to make the Grant to Grantee.

NOW, THEREFORE, the parties hereto, for and in consideration of the funds committed by the County hereunder and the mutual covenants of the parties set forth herein and the relative obligations, benefits and conditions set forth, conferred and imposed hereunder, and intending to be legally bound and to bind their respective successors in interest, agree as follows:

#### I. USE OF PROGRAM FUNDS.

- A. Subject to the terms and conditions set forth herein, the County shall make the Grant to the Grantee which shall be used to complete those activities approved by the County and described in Exhibit A attached hereto, hereinafter referred to as the Project, and for no other purposes without the prior written consent of the County, which may be withheld or conditioned in its absolute and sole discretion. The Grant shall be funded in accordance with the Budget Summary and Schedule of Funding attached hereto as Exhibit B.
- B. This Agreement must be signed by the primary contact person listed on the application. The Agreement must be returned to the Montgomery County Planning Commission within 45 days of mailing by the County.

County of Montgomery, Pennsylvania	Municipality: North Wales Borough
MONTCO 2040 Agreement	Project Number: MO-25-03-110

C. Upon receipt of written authorization to proceed from the County, the Grantee agrees to proceed with the implementation of the Project in accordance with the terms of this Agreement. Grantee shall substantially complete the Project by **June 30, 2028**. Failure of the Grantee to substantially complete the Project by June 30, 2028 shall be a default hereunder and in such event the County may take corrective action pursuant to the provisions of this Agreement.

- D. The grantee will comply with the conditions set forth in the Commissioner's Resolution 25-C.062 which includes the following:
  - 1. North Wales Borough must submit for approval to the Montgomery County Planning Commission final engineering and design plans for the improvement before proceeding with bidding and/or installation; and
  - 2. North Wales Borough is responsible for maintaining any improvements on a regular basis, including, but not limited to, cleaning and replacement of broken or missing elements with comparable elements, and other maintenance needs when applicable; and
  - 3. North Wales Borough will include recognition of Montgomery County and the Montco 2040 Implementation Grant Program in posted signage to remain at the site of the improvements; and
  - 4. North Wales Borough is responsible for fully disclosing to the County any details of the agreement under which these improvements are made; and
  - 5. North Wales Borough will have to comply fully with all the requirements in the Montco 2040: Implementation Grant Program Guidebook 2025.
- E. The Project shall be completed in accordance with the Budget Summary and Schedule of Funding attached hereto as Exhibit B.
  - 1. All necessary matching funds, as listed in the original approved application and Exhibit B of this Agreement must be committed and guaranteed by the appropriate party by the date of this Agreement. In addition, applicants must demonstrate that they have control of the matching funds.
- F. In addition, the Grantee shall comply with the Specific Project Requirements set forth in detail in Exhibit C attached hereto.
- G. For all construction and building projects, the municipality must provide a guarantee that the proposed improvements will remain in place for the expected useful life of the improvement as determined by the County, but for a minimum of at least seven years. This guarantee can take the form of ownership by the municipality of the property where construction is occurring or an easement, lease, or lien in favor of the municipality that protects the proposed improvement.

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MONTCO 2040 Agreement	Project Number: MO-25-03-110

H. Grantee must incorporate the following language into a public acknowledgement of County funding and, when applicable, post this language at construction sites:

"This project is financed in part by Montgomery County through the Montco 2040 Implementation Grant Program."

### II. RECORDS AND REPORTS.

- A. The administrative functions and responsibilities of the County are as follows:
  - 1. To monitor all Project records which are to be kept by the Grantee to determine that said records are being kept in accordance with the provisions of this Agreement as contained in Exhibit C and the current Program Guidebook.
  - 2. To administer the Grant, including the disbursement thereof.
- B. The administrative functions and responsibilities of the Grantee are as follows:
  - 1. To administer and implement completely the Project, all of which shall be in accordance with all applicable State and County laws and regulations and the provisions of this Agreement.
  - 2. To defend all lawsuits and other legal challenges directly relating to the undertaking of the Project.
  - 3. To provide in any contract or any other agreement entered by the Grantee with any contractor and/or subcontractor relating to the implementation of the Project to hold the County harmless from any tort liability or liability for breach of contract or other agreement arising from the Grantees undertaking of the Project.
  - 4. To retain all documents relating to the preparation of the Project proposal, the administration and implementation of the Project and all other documents relating to the Project for a period of five (5) years after the completion of the Project.
  - 5. To submit a status report one year from the date of this Agreement, and each subsequent year until the project is complete, as well as with any formal project extension requests. The Grantee will submit a final report upon completion (to be furnished by the County), for each contract, which includes a comparison of actual accomplishments to the goals established for the period. Where the output of Grant/Grant programs can be readily quantified, such data for computation of unit costs, reasons why established goals were not

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met, and other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

- 6. The Grantee shall submit one copy, with original signatures, of the Grantee Request for Payment Form (to be provided by the County) in accordance with the Schedule of Funding contained in Exhibit B. Each Request for Payment must be accompanied by the appropriate cost documentation as outlined in Exhibit C. The County shall reimburse the Grantee for all eligible Project costs, up to the Grant amount, provided that the required local match requirements have been met, as set forth in Exhibit B.
- 7. Provide the County or any of its duly authorized representatives access to and copies of all records relating to the Project, including but not limited to providing original copies of all contracts entered by and between the Grantee and its contractors, individuals or others in conjunction with the implementation and planning of the Project.
- 8. Provide the County, upon request, certification by an appropriate official, designated by the Grantee's governing body, as to the accuracy and completeness of the documents retained pursuant to the requirements of Paragraph B 5 hereof. In communications concerning the Project, the Grantee shall direct all correspondence to Chloe Mohr and David Greenberg, Montgomery County Planning Commission, P.O. Box 311, Norristown, PA 19404-0311 or directly via email to <a href="mailto:chloe.mohr@montgomerycountypa.gov">chloe.mohr@montgomerycountypa.gov</a> and <a href="mailto:david.greenberg@montgomerycountypa.gov">david.greenberg@montgomerycountypa.gov</a>.
- 9. Provide the County or any of its duly authorized representatives access to the site of the Project, thereby enabling the County or any of its duly authorized representatives to inspect and determine if the Grantee and/or its contractors, subcontractors, agents, servants, or employees are acting in compliance with all regulations and provisions of this Agreement.
- 10. The Grantee shall implement said Project, including, when applicable, conducting all bidding, advertising and awarding of contracts, and shall require bonding and insurance in accordance with State and Federal laws and shall certify to the County that the foregoing has been properly carried out.
- 11. When the funded activity is carried out by a party other than the applicant, a copy of the agreement (to be known as a "third party agreement") between the applicant and the third party should be included with the Exhibit C documentation sent prior to reimbursement.

### 12. The Grantee shall:

- a. be fully responsible for the care, custody, and control of the Project;
- b. indemnify, defend, and hold the County of Montgomery, and its employees and representatives, harmless from any and all actions that may be brought against them in relation to the Project; and

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c. upon completion of the Project, close out the grant in accordance with the program guidelines and certify on the form of Certification set forth in the program guidelines that the Project has been completed to the specifications set forth in the final submitted plans and complies with all local, state, and federal laws, regulations, and codes.

### III. PROGRAM INCOME.

Program Income (as defined below) received as a result of the Project shall be retained by the Grantee provided that Grantee uses the Program Income for another project in the same category of use as the Project and further provided that the Grantee expends the Program Income within two (2) years of its receipt of the Program Income. (By way of example, if the Project involves a grant for the historical preservation of a building and the Grantee receives Program Income from the Project, then the Grantee has two (2) years to: (i) locate another project that involves the historical preservation of a building; and (ii) spend the Program Income on such project.)

- A. Definition: <u>Program Income</u> is defined as gross income received by the Grantee directly generated from the use of Montco 2040 funds. When such income is generated by an activity that is only partially assisted with Montco 2040 funds, the income shall be prorated to reflect the percentage of Montco 2040 funds used.
  - 1. Program income includes, but is not limited to the following:
    - a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with Montco 2040 funds;
    - b. Proceeds from the disposition of equipment purchased with Montco 2040 funds;
    - c. Gross income from the use or rental of real or personal property acquired by the Grantee with Montco 2040 funds, less the costs incidental to the generation of such income;
    - d. Gross income from the use or rental of real property owned by the Grantee that was constructed or improved with Montco 2040 funds, less the costs incidental to the generation of such income;
    - e. Payments of principal and interest on Grants made using Montco 2040 funds;
    - f. Proceeds from the sale of Grants made with Montco 2040 funds;
    - g. Proceeds from the sale of obligations secured by Grants made with Montco 2040 funds;
    - h. Interest earned on funds held in a revolving fund account;

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i. Interest earned on program income pending disposition of such income; and

j. Funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where such assessments are used to recover all or part of the Montco 2040 portion of a public improvement.

### IV. ADMINISTRATIVE REQUIREMENTS.

- A. Standards for financial management system.
  - 1. Fiscal control and accounting procedures of the Grantee must be sufficient to:
    - a. Permit preparation of reports required under this Agreement and the statutes authorizing the Grant,
    - b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.
  - 2. The financial management systems of Grantee must meet the following standards:
    - a. <u>Financial Reporting</u>: Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of this Agreement.
    - b. <u>Accounting records</u>: Grantee must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
    - c. <u>Internal control</u>: Effective control and accountability must be maintained for all Grant cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
    - d. <u>Budget Control</u>: Actual expenditures or outlays must be compared with budgeted amounts for each Grant. Financial information must be related to performance or productivity date, including the development of unit cost information whenever appropriate or specifically required. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
    - e. <u>Allowable cost</u>: Applicable agency program regulations will be followed in determining the reasonableness, allowability, and allocability of costs.

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f. <u>Source documentation</u>: Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract documents, etc.

#### B. Procurement:

- 1. <u>Procurement Standards</u>: Grantee will use its own procurement procedures which reflect applicable State and local laws and regulations.
- 2. Bidding and Cost Documentation is to be in accordance with the Montco 2040 guidebook, Parts 5 and 6.

#### C. Allowable costs.

- 1. <u>Limitation on use of funds</u>. Montco 2040 funds must be used only for:
  - a. The allowable costs of the Grantee, and cost-type contractors, including allowable costs in the form of payments to fixed-price contractors; and
  - b. Reasonable fees or profit to cost-type contractors but not any fee or profit (or other increment above allowable costs) to the Grantee.
- 2. <u>Applicable cost principles</u>. Allowable cost will be determined in accordance with the cost principles applicable to the organization incurring the costs.

#### D. Payment:

- 1. Payment to Grantee shall be made in accordance with the funding schedule set forth in Exhibit B.
- 2. Reimbursement for Grants will be handled by the Montgomery County Department of Housing and Community Development in accordance with the procedures set forth in the current guidebook.
- 3. The timing of reimbursements will be in accordance with the Montco 2040 guidebook, Part 6 (A).
- 4. Grantee must notify the Montgomery County Office of Housing and Community

  Development AND the Montgomery County Planning Commission in writing when not continuing with a project or not using all of their contracted County funds for a project.

### V. CONFLICT OF INTEREST.

County of Montgomery, Pennsylvania	Municipality: North Wales Borough
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A. No member of the governing body of the County or the Grantee, and no other public official of the County or Grantee who exercises any function or responsibilities with respect to the Project during his/her tenure and for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant, and Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this clause, unless such interest, direct or indirect, is allowed by the Pennsylvania State Ethics code.

B. The Ethics law must be read in conjunction with the provisions of the applicable Municipal Code and the most restrictive provision followed. The code provisions read in conjunction with the Ethics Law restrictions severely limit the opportunity of making a legal contract where an elected official has a personal interest.

### VI. <u>SUSPENSION AND TERMINATION</u>:

- A. In the event that the County in its sole discretion determines that the Grantee is not administering or implementing the Project in accordance with the requirements of the Montco 2040 Grant Program Guidebook (2025), and/or the provisions of this Agreement, the County shall advise the Grantee in writing of the specific reasons the Grantee is not so administering or implementing the Project in accordance with the Montco 2040 Guidebook, and/or the provisions of this Agreement. If the Grantee within ten (10) days from the date of said written notice, fails to institute the corrective measures, in the sole opinion of the County, necessary to bring the implementation and administration of the Project into compliance with the provisions of the Montco 2040 Guidebook, and the provisions of this Agreement or otherwise fails to properly administer or implement the Project in accordance with the Montco 2040 Guidebook, and/or provisions of this Agreement, the County, at its discretion, shall have the right to:
  - Suspend this Agreement and to suspend the funding of the Project until said corrective measures have been affected by the Grantee to bring implementation and administration of the Project into compliance with the provisions of Montco 2040 Guidebook and the provisions of the Agreement;
  - Institute corrective measures to bring the implementation and administration of the Project into compliance with the provisions of this Agreement;
  - Assume responsibility for the administration and implementation of the Project; and/or
  - Recapture funds and void grants or loans for violations of the procedures in the Montco 2040 Guidebook, for failure of a project, for inability to meet required benchmarks, or for inability to comply with the timeframes in this Agreement or the Montco 2040 Grant Program Guidebook;
  - Require funds for a construction or building project that is subsequently demolished, rendered unusable due to poor construction or maintenance, not used for its original intent, or removed before its expected useful life has expired to be paid back to the County on a pro-rata basis, based on the amount of County funds and the amount of time remaining on the expected useful life of the project as determined by the County.
  - Terminate this Agreement and withdraw or reduce funding for the Project.
- B. The above rights are cumulative. Failure of the County to exercise its rights immediately shall not constitute a waiver by the County, nor shall the County be estopped from exercising these rights at any time.
- C. If the County elects to institute corrective measures to bring the implementation and administration of the Project into compliance by assuming the administration and

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implementation of the Project, the County reserves the right to charge the Grantee for the costs and expenses related to the design and construction of the Project.

- D. The County may deduct said charges from the Grantee's share of the Montco 2040 funds and/or demand and receive reimbursement by the Grantee for said charges. The County, by exercising any of the rights set forth in this Paragraph shall incur no liability direct or indirect, to the Grantee, its contractors, subcontractors, agents, servants or employees as a result of such action.
- E. The Grantee hereby agrees for itself, its agents, servants, employees, contractors and subcontractors, to hold the County harmless for any causes of action arising out of the implementation of the Project or any actions incident thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

### MONTGOMERY COUNTY, Grantor:

	By:		
Attested		Neil K. Makhija, Chair	Date
	By:		
Name		Jamila H. Winder, Vice Chair	Date
	By:		
Title		Thomas DiBello, Commissioner	Date
	NORTH WALES I	BOROUGH, Grantee:	
	By:		
Attested			Date
Name	Name	:	_
Title:	Title:		_

## **EXHIBIT A:**PROJECT NARRATIVE for MO-25-03-110

Municipality: North Wales Borough

Project Number: MO-25-03-110

North Wales will implement critical security and connectivity upgrades as part of ongoing renovations on its new Arts and Cultural Center institutional reuse project. This project includes the installation of security cameras, keyless entry systems, and upgraded network infrastructure to enhance the safety, accessibility, and functionality of the facility. By integrating these security and technological advancements, the Borough aims to ensure that the Arts and Cultural Center remains a welcoming and secure space for all users. It is expected to significantly increase the safety of visitors and tenants by providing a more reliable and modernized environment for public gatherings, performances, and business activities. Additionally, improved network infrastructure will strengthen digital connectivity, virtual event hosting, and seamless coordination among various organizations utilizing the space.

The Borough will oversee project implementation with assistance from a contracted security and IT firm, ensuring a seamless and efficient execution. The contracted firm will pull the applicable electric permits if needed. Following implementation, a maintenance plan will be in place to ensure the longevity and functionality of the security and network systems. An annual service contract will be established through the Borough's current IT provider for routine maintenance and updates, with funding secured through Borough resources. These enhancements will ensure that the Borough's Arts and Cultural Center serves as a secure, connected, and economically vibrant space for the entire community.

# **EXHIBIT B:**Project Budget Summary and Schedule of Funding for MO-25-03-110

Description of Costs:	Estimated Project Cost:	County Implementation Grant:	Boro/Township Match:	**Other Funding Sources:
Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Site Work	\$0.00	\$0.00	\$0.00	\$0.00
Buildings & Structures	\$52,848.00	\$43,848.00	\$9,000.00	\$0.00
Stormwater & Landscaping	\$0.00	\$0.00	\$0.00	\$0.00
Mobility Improvements	\$0.00	\$0.00	\$0.00	\$0.00
Streetscape Improvements	\$0.00	\$0.00	\$0.00	\$0.00
Planning Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	\$52,848.00	\$43,848.00	\$9,000.00	\$0.00

### \*\*Name and Amount of Other Funding Sources:

Private Funds:

County Funds: \$43,848.00

State Funds:

Federal Funds:

Schedule of Funding

Senedule of Funding		
Phase	<b>Completion Date</b>	Comments
Grant agreement signed by		
municipality and County	August, 2025	
All matching funds are		
committed and guaranteed	August, 2025	
Planning and/or design of		
project completed	August, 2025	
Project started by	September, 2025	
Project ended by	September, 2025	

County of Montgomery, Pennsylvania	Municipality: North Wales Borough
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### **EXHIBIT C: Construction Project and Cost Documentation**

Project Number: 25-03-110 Municipality: North Wales Borough
Project Title: North Wales Arts and Expiration Date: June 30, 2028

**Cultural Building Security** 

### **Grant Project Cost Information Checklists:**

A. Construction Checklist:
<b>Submit to Montgomery County Planning Commission (MCPC):</b>
Final Plans (MCPC Approval required)
Bid Package prior to dissemination to bidders
<b>Submit to Montgomery County Housing and Community Development (MCHCD):</b>
Schedule and Advertising for Construction bids:
1. Date of Advertisement:
2. Date of bid opening:
Bid Tabulation
Municipal Resolution to Award Contract
Award Letter to Contractor to Perform Work
Award Letter to Contractor to Perform Work Copy of Signed Agreement with Contractor(s)
Contractor's Schedule of Values, (Purchase Orders, Price Quotes, Change Orders, if
applicable)
Contractor's Application for Payment (Note: These must have signature and dates of
contractor and Municipality)
Proof of Payment (front and back of canceled checks/bank statement)
B. Procurement Checklist:
<b>Submit to Montgomery County Housing and Community Development (MCHCD):</b>
Solicitation of Quotes: determine specification of item(s) to be procured. Use written
notification, e-mail, phone, etc. to collect price quotes. At least three proposals should be tabulated for
price comparison.
Selection of Provider
Municipal approval of Selection/ Resolution
Copy of Award Letter/Notification
Contract with Provider, if applicable
Copy of Award Letter/Notification Contract with Provider, if applicable Invoice(s) Supporting Purchase(s) Submission of Proof of Payment
Submission of Proof of Payment

<u>NOTE:</u> ALL documentation must be on file **before** processing of Request for Payment. Request for Payment form must be sent in with <u>original signatures</u>. Lack of documentation impedes the reimbursement process. **Match method must be predetermined with MCHCD before reimbursement is requested.** 

Record of Action

Date: 6.19.2025

Application: 0625-03

Application Date: 06.18.2025

Applicant/Property Owner:

**Property Address:** 

Ms. Barbara Neale 116 West Walnut St.

North Wales, PA

Block/Unit #:

Request: Submittals: Replacing 3 second floor windows.

Application and 1 photo of the existing conditions.

Contract from Volpe enterprises and a cut sheet from the

window manufacturer

HARB Meeting:

June 18, 2025

In Attendance:

Mr. Charlie Guttenplan

Ms. Pam Romeo Mr. James Schiele Mr. Ray Tschoepe

**Applicant in Attendance:** 

Ms. Barbara Neale

Action:

**Approved as presented** with qualifications

1. Replace sash to match the existing size and light pattern

2. Retain the exterior trim as it currently exists (no

aluminum capping)

Findings of Fact:

The Sec. of the Interior recommends... "Replacing in-kind an entire window that is too deteriorated to repair... using the physical evidence to guide the new work. If using the same kind of material is not technically or economically feasible, then a compatible substitute material may be considered.

Recommendation to Council: Issue certificate of Appropriateness

Respectfully submitted,

Record of Action

Date: 6.19.2025

Application: 0625-01

Application Date: 05.25.2025

Applicant/Property Owner:

Jim and Neree Sando

**Property Address:** 

402 School St. North Wales, PA

Block/Unit #:

Submittals:

Request:

Adding a porch hood over the side (4<sup>th</sup> St.) door.

Application and 1 photo of the proposed installation.

. . . .

**HARB Meeting:** 

June 18, 2025

In Attendance:

Mr. Charlie Guttenplan

Ms. Pam Romeo Mr. James Schiele Mr. Ray Tschoepe

Applicant in Attendance:

Mr. Jim Sando

Action:

Approved as presented

Findings of Fact:

The door hood is relatively unobtrusive on the minor façade

of the house. It is also removeable so that the reversibility

requirement is met.

Recommendation to Council: Issue certificate of Appropriateness

Respectfully submitted,

Record of Action

Date: 6.19.2025

Application: 0625-02

Application Date: 06.14.2025

Applicant/Property Owner:

Property Address:

Mr. Dave Romeo

218/220 South Main St..

North Wales, PA

Block/Unit #:

Request: Submittals: Replacing the existing wooden porch floor and steps in wood.

Application and photos of the existing conditions.

0 0 0

**HARB Meeting:** 

June 18, 2025

In Attendance:

Mr. Charlie Guttenplan

Ms. Pam Romeo Mr. James Schiele Mr. Ray Tschoepe

Applicant in Attendance:

Mr. Dave Romeo

Action:

Approved as presented

Findings of Fact:

The Sec. of the interior recommends... "Replacing in-kind an

entire entrance or porch that is too deteriorated to

repair... using the physical evidence to guide the new work. If

using the same kind of material is not technically or

economically feasible, then a compatible substitute material

may be considered.

Recommendation to Council: Issue certificate of Appropriateness

Respectfully submitted,

**Record of Action** 

Date: 5.22.2025

Application: 0525-01

Application Date: 04.25.2025

Applicant/Property Owner:

Ms. Steffanie Mithoefer

**Property Address:** 

129 Shearer St.

North Wales, PA

Block/Unit #:

Request:

Replace existing roof with Timberline HDZ shingles.

**Submittals:** Application, Contractor specification sheet.

0 0 0

**HARB Meeting:** 

May 21, 2025

In Attendance:

Mr. Charlie Guttenplan Mr. Joseph DelCiotto

Ms. Pam Romeo Mr. James Schiele Mr. Ray Tschoepe

Applicant in Attendance:

Steffanie Mithoefer

Action:

Approve of the material and design after the fact

The HARB review process was not followed.

Findings of Fact:

The Sec. of the Interior recommends "replacing in-kind an

entire feature of the roof that is too deteriorated to repair....If the same kind of material is not technically feasible, then a compatible substitute material may be

considered.

Recommendation to Council: issue Certificate of Appropriatemess

Respectfully submitted,

Record of Action

Date: 5.22.2025

Application: 0525-03

Application Date: 05.11.2025

Applicant/Property Owner:

**Property Address:** 

Ms. Star Little / Mr. Charles Nealman - Contractor

513-515 East Montgomery Ave.

North Wales, PA

Block/Unit #:

Request: Submittals: Replace existing roof with asphalt shingles.

Application, Contractor specification sheet and contract

0 0 0

**HARB Meeting:** 

May 21, 2025

In Attendance:

Mr. Charlie Guttenplan Mr. Joseph DelCiotto Ms. Pam Romeo Mr. James Schiele Mr. Ray Tschoepe

Applicant in Attendance:

Charles Nealman (contractor)

Action:

Approval of the material and design after the fact

NOTE: The application and HARB action were expedited due to active roof leaking, which warrants an emergency repair.

Findings of Fact:

The Sec. of the Interior recommends "replacing in-kind an

entire feature of the roof that is too deteriorated to repair.... If the same kind of material is not technically feasible, then a compatible substitute material may be

considered.

Recommendation to Council: Issue Certificate of Appropriatemess

Respectfully submitted,

BOROUGH OF NORTH WALES 300 SCHOOL STREET NORTH WALES, PENNSYLVANIA

MEETING: June 24, 2025, 7:02 P.M., EST

CALL TO ORDER made by President Amato.

ROLL CALL: Salvatore Amato Present

Sherwin Collins Present Anji Fazio Present Alexander Groce Present Brittany Kohler Present Wendy McClure Present Sally Neiderhiser Absent Mark Tarlecki Present Sarah Whelan Absent Mayor Neil McDevitt Present

Also, in attendance were Gregory Gifford, Borough Solicitor, Alex Turock, Assistant Borough Manager, and David Erenius, Chief of Police.

President Amato led the Pledge of Allegiance.

### **Public Comment**

Andrew Berenson of 439 Washington Avenue thanked the Police Department, Public Works, and the volunteers who helped with the Summer Kick-off event.

### Consideration: Acceptance of Resignation of Alex Turock, Assistant Manager

Member Fazio made a motion to accept the resignation of Alex Turock as Assistant Manager. Member McClure seconded the motion. Motion passed 7 yes 0 no.

### Consideration: Appointment of Borough Manager as Zoning Officer

Manager Hart explained that in the past, they were able to use KMS Inspection Agency as a source for a Zoning Officer; however, they are currently short-staffed. She felt that it was not a good idea to obtain a Zoning Officer from another third-party agency since both the Zoning and Building Officers often work on projects together. Given that she has experience as a Zoning Officer, she agreed to take on the role temporarily until the Assistant Manager's role is filled.

President Amato asked what the effective date was for the appointment. Attorney Gifford responded that Manager Hart's appointment would go into effect once Assistant Manager Turock resigned his position, which is July 4, 2025.

Member Kohler made a motion to accept the appointment of Borough Manager as Zoning Officer. Member McClure seconded the motion. Motion passed 7 yes 0 no.

### Consideration: Approval of Budget Transfer from Public Works – Part Time Wages to Public Works – Overtime Wages in the Amount of \$6,000

Manager Hart pointed out various instances where overtime was necessary due to short-staffing and recent events like the upcoming ribbon-cutting event and Summer Kick-off, in addition to the increase in expenses earlier in the year due to snow removal. She also indicated that this would not deplete the Part-time public works wage line item for this budget year.

Member Kohler made a motion to approve of Budget Transfer from Public Works – Part Time Wages to Public Works – Overtime Wages in the Amount of \$6,000. Member McClure seconded the motion. Motion passed 7 yes 0 no.

### Consideration: Approval of Disbursements: \$1,284,514.77

Manager Hart reviewed the bills list, which includes payment #5 to CM3 Building Solutions for the North Wales Arts and Cultural Center, which makes the total disbursements so large for the month.

Member McClure made a motion to Approve Disbursements of \$1,284,514.77. Member Fazio seconded the motion. Motion passed 7 yes, 0 no.

### Consideration: Approval of Minutes: May 27th, 2025

Member McClure made a motion to Approve the Minutes of May 27<sup>th</sup>, 2025. Member Collins seconded the motion. Motion passed 7 yes, 0 no.

### Old Business / Committee & Board Reports / Zoning Applications / Parking Lot

Manager Hart shared the June 4<sup>th</sup> Planning Commission draft minutes and the draft minutes from the June 12<sup>th</sup> Parks and Recreation Board.

President Amato asked if there were any zoning applications. Assistant Manager Turock responded that there was one at 405 School St. for a use variance to turn the existing twin into a duplex and a parking variance to reduce the number of parking spots required. In addition, another application for multiple variances was received for 501 E. Walnut Street.

Andrew Berenson of 439 Washington Avenue asked if it was worth having the hearings separate from each other. Manager Hart responded that it is a timing issue and up to the applicants, although they will consult with the Zoning Board solicitor. Attorney Gifford added that any decision will be up to the Zoning Board, as Council can only recommend and not make the final decision.

### Solicitor / Mayor / Council / Chief / Public Works / Manager

Solicitor Gifford announced that there will be an executive session after the meeting to discuss a personnel matter, but did not anticipate that any action would be taken.

Mayor McDevitt shared that for the past three years, he has been fortunate to work with Star Little and the team at Little's Ice Cream to partner with the Borough Police Department to "ticket" kids who wear their helmets while riding bikes or scooters with a coupon for a free cone. He was thrilled to announce that they will be doing it again this summer. He also shared that during one of the previous years, a council member jokingly asked if adults got anything. That stuck with him, and this year, he is proud to say thank you to Bob Zimmerman and Soul Brothers Meats, who have joined the program. Officers can also give adults who are wearing helmets or parents of kids who are helmeted a coupon for a free snack stick.

It's partnerships from our small businesses to listen to crazy ideas like this and make them work that make North Wales an amazing community to live in.

Bob Zimmerman, owner of Soul Brothers Meats, shared that in his opinion, North Wales is the most helpful community to small businesses compared to other communities he has experienced.

Mayor McDevitt also said that with the unprecedented heat, he wants to remind residents to check on neighbors who may need additional help staying safe, and if they suspect there's an issue, please call 911 immediately.

He also wanted to thank all of the community resources for assisting during the storm last week, which knocked out power to parts of the community. From the Borough Police Department to the North Penn Fire Company to PECO crews - the Borough had power back the next day, while other communities that were harder hit are going through this heat wave without power.

He also wanted to recognize one of his former neighbors - Caleb Price was the pitcher for the North Penn Baseball team at the State Championship a few weeks ago. When Caleb and his family lived next door to me, he was a quiet leader who worked hard, whether it was doing lawn chores, helping with his siblings, or holding pickup football games in 9th Street Park. Caleb heads to Juniata College in the fall to study to become a pharmacist.

Member McClure pointed out that a branch is blocking the sidewalk on Pennsylvania and West Montgomery Avenues. Manager Hart responded that Public Works has been notified and that it should be removed by the end of the week.

Member McClure asked if the rain barrel was added to the Community Garden on 4<sup>th</sup> Street, to which Manager Hart responded, it was placed at the park during the planting session that took place on opening day of the Community Garden Event.

Member McClure also asked for an update on the Arts and Cultural Center. Manager Hart shared that in addition to the soft opening, there was a small graduation party held the other week, and the North Wales Area Library has two fall events scheduled there. Next steps will be installing

cameras and keyless entry, and furnishing the Flex Room, in addition to remain working on Phase 3 of the project.

Manager Hart thanked the sponsors and Council for their support for the Summer Kick-off. She also mentioned the upcoming Ribbon Cutting and Grand Opening of the Arts and Cultural Center on June 30<sup>th</sup>. She offered that if anyone on Council wants to be part of the program, to let her or Assistant Manager Turock know. Additionally, the Fourth of July parade is coming up. Lastly, Community Day is on track for September 27<sup>th</sup>.

### Adjournment

Member McClure made a motion to adjourn. Member Fazio seconded the motion. Motion passed 7 yes, 0 no. Meeting adjourned at 7:49 pm.

Attest:		
	Christine A. Hart	
	Borough Manager	



300 School Street, North Wales, PA 19454 Phone: 215-699-4424 ● Fax: 215-699-3991 http://northwalesborough.org

July 3<sup>rd</sup>, 2025

**RE:** Z-2025-02

Address: 501 E. Walnut Street

Applicant: Station Place North Wales, LLC

The North Wales Borough Planning Commission Meeting of July 2, 2025 was conducted in person at North Wales Borough Hall. The 2025 meeting schedule was duly advertised in the Reporter. All five members of the Planning Commission -- Gregory J. D'Angelo (chair), Mark Tarlecki (Vice Chair), Jocelyn Tenney (Secretary), Lillian Higgins, and Star Little – were in attendance. Tim Konetchy, Senior Planner with Montgomery County Planning Commission, was also in attendance as the borough's planning consultant.

Greg Flynn, the property owner, attended the July 2,2025 meeting of the North Wales Borough Planning Commission to present their application before the North Wales Borough Zoning Hearing Board (Z-2025-02). Mr. Flynn was joined by Edward M. Gleason, PE (Eustace Engineering) and Bruce Englebaugh, AIA, (Minno & Wasko Architects and Planners). The applicant and his representatives presented a proposed site layout plan, imagery, and architectural elevations. The applicant's requested variances included the following:

- **Section 208-43.A.** The applicant proposes a 7.66-foot front setback on Walnut Street where 8 feet is the required build-to line (i.e, front setback).
- **Section 208-43.A.** The applicant proposes a 14.6-foot side setback on Fifth Street, where 12 feet is the maximum permitted.
- **Section 208-43.A.** The applicant proposes a 3.2-foot rear setback where 20 feet is required.
- **Section 208-43.D.** The applicant proposes a building height of four stories and 48 feet where 3 stories and 40 feet is the maximum permitted.
- **Section 208-43.E.** The applicant proposes a residential density of approximately 54 dwelling units per acre where 30 dwelling units per acre is the maximum permissible residential density.
- **Section 208-43.F.** The applicant proposes no landscape buffer within the rear yard where such is required.
- **Section 208-62.** The applicant proposes to provide 48 parking spaces (42 on-site and 6 on-street parking spaces) where 56 total parking spaces are required.
- **Section 208-64**. The applicant proposes an undersized loading area located <u>on-street</u> (7.13 feet by 44 feet) where <u>off-street</u> loading is permitted at a size of 12 feet by 36 feet.



300 School Street, North Wales, PA 19454 Phone: 215-699-4424 ● Fax: 215-699-3991 http://northwalesborough.org

- **Section 208-68.** The applicant proposes a minor intrusion within the required 60-foot clear sight triangle at the intersection of E. Walnut Street and S. Sixth Street.

After due deliberation and in accordance with Section 207-117 of the North Wales Borough Zoning Ordinance, Vice Chair Mark Tarlecki made a motion to remain neutral on the application. The motion was seconded by Jocelyn Tenney, and the Planning Commission voted unanimously to pass the motion.

Please note that this review and memorandum is advisory to the Zoning Hearing Board and final disposition for the approval of any variance will be made by the Zoning Hearing Board.

Respectfully submitted,

Jocelyn Tenney, Secretary of the North Wales Borough Planning Commission



300 School Street, North Wales, PA 19454 Phone: 215-699-4424 ● Fax: 215-699-3991 http://northwalesborough.org

July 3<sup>rd</sup>, 2025

**RE:** Z-2025-03

Address: 405 School Street

**Applicant:** Tarun Patel

The North Wales Borough Planning Commission Meeting of July 2, 2025 was conducted in person at North Wales Borough Hall. The 2025 meeting schedule was duly advertised in the Reporter. All five members of the Planning Commission -- Gregory J. D'Angelo (chair), Mark Tarlecki (Vice Chair), Jocelyn Tenney (Secretary), Lillian Higgins, and Star Little – were in attendance. Tim Konetchy, Senior Planner with Montgomery County Planning Commission, was also in attendance as the borough's planning consultant.

Tarun Patel, the applicant, attended the July 2,2025 meeting of the North Wales Borough Planning Commission to present their application before the North Wales Borough Zoning Hearing Board (Z-2025-03). The applicant presented a proposed floor plan, imagery, and provided testimony. The applicant's requested variances included the following:

- **Section 208-15.B.4(a).** The applicant requests approval to provide one side setback where two side setbacks are required for two-family detached dwelling (i.e., duplex). Relief is requested due to the fact that the building shares a party wall with a neighboring building.
- **Section 208-62.C.** The applicant proposes zero (0) off-street parking spaces where four (4) are required.

After due deliberation and in accordance with Section 207-117 of the North Wales Borough Zoning Ordinance, Vice Chair Mark Tarlecki made a motion to support the application and recommend approval of the application. The motion was seconded by Star Little, and the Planning Commission voted unanimously to pass the motion.

Please note that this review and memorandum is advisory to the Zoning Hearing Board and final disposition for the approval of any variance will be made by the Zoning Hearing Board.

Respectfully submitted,

Jocelyn Tenney, Secretary of the North Wales Borough Planning Commission



### NORTH WALES BOROUGH POLICE DEPARTMENT

300 School Street, North Wales, Pa. 19454

Phone: 215-699-9279 Fax: 215-699-3765 E-Mail: NWPD@northwalesborough.org

July 2, 2025

Here are the Happenings in June for the North Wales Borough Police Department:

- Officers completed 687 Incident Reports.
- Officers conducted 214 traffic stops.
- Officers completed their monthly Chris Boyle Legal Updates training.
- Officers patrolled and enjoyed the Summer Kick Off event.
- Officers were on hand for crowd control for the Annual Tex-Mex Race for Open Space.
- Officers are again rewarding children seen wearing bike helmets with a coupon for a small water ice at Little's Water Ice.
- Officer Futchko attended the First Responders Night at North Penn High School.
- Chief Erenius participated in a Mini Golf event at Freddy Hill Farms with the North Penn Area Police Athletic League.

Respectfully,

Tara Claffey Administrative Assistant to Chief Erenius



# The North Wales Arts & Cultural Center is now **OPEN** for bookings!

The long-awaited North Wales Arts & Cultural Center (NWACC) is now ready to be booked! Formerly St. Luke's Church, multiple grants on the county and state level helped repurpose the building into event space to be utilized by North Wales and the surrounding community.

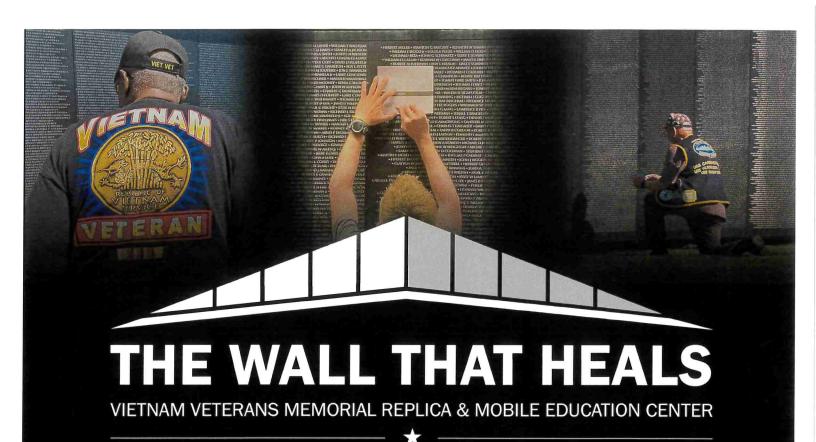




The NWACC offers ample space for a variety of events, including banquets, weddings, and more! To request a booking, please contact AAC Event Catering at (610) 584-6212. The NWACC is located at 125 N. Main St., North Wales, PA 19454.



MAIN ST. ELEVATION (FRONT) (PROJECT SOUTH)



A PROGRAM OF THE VIETNAM VETERANS MEMORIAL FUND FOUNDERS OF THE WALL

# July 10 -13, 2025

Montgomery Township

Windlestrae Park - 1147 Kenas Road, North Wales, PA 19454 Open 24 hours | Closing Sunday at 2 P.M.

215-393-6900

TWTH@montgomerytwp.org







FREE KID ZONE 11AM - 3PM LIVE MUSIC

**FOOD TRUCKS** 

**BEER GARDEN** 

**VENDORS** 

11:00AM - 5:00PM

FACEBOOK.COM/NORTHWALESCOMMUNITYDAY