

**PLANNING ASSISTANCE CONTRACT
BETWEEN COMMISSIONERS OF MONTGOMERY COUNTY
AND LOWER MERION TOWNSHIP**

THIS CONTRACT made the first day of October 2019, between Commissioners of Montgomery County (herein called County) and Lower Merion Township of Montgomery County, Pennsylvania (herein called Municipality).

WITNESSETH THAT:

WHEREAS, County has created the Montgomery County Planning Commission (herein called MCPC), and

WHEREAS, Resolution 70-3, dated March 11, 1970, established policies for local planning assistance, a cost sharing formula and a schedule of fees and charges by which the services of MCPC's staff was offered to assist the 62 municipalities in the county, and

WHEREAS, the Municipality has requested the MCPC to provide planning assistance under the terms specified herein, and

WHEREAS, the County of Montgomery, acting through the MCPC proposes to render assistance to the Municipality in the form of technical services, pursuant to Pennsylvania Municipalities Planning Code, Act 247, as amended.

NOW THEREFORE, in consideration of the mutual promises hereafter made, the parties hereto, intending to be legally bound under the Uniform Written Obligations Act of the Commonwealth of Pennsylvania, do hereby agree that:

A. MCPC Assistance

1. The MCPC will assign one or more professional planners, and supporting staff, to meet the categories outlined in Exhibit B.

B. Services of Municipality

1. Officials, employees, staff and members of the planning commission of the Municipality will cooperate with MCPC in the discharge of its responsibilities hereunder.
2. All pertinent Municipality records and data shall be made available for the use of the MCPC.

C. Schedule of Time and Compensation

1. The established and agreed total cost is **\$109,023.00**

2. The compensation is subject to Resolution 19-5.1, Exhibit A.
3. This contract shall become effective on October 1, 2019 and shall terminate on September 30, 2022.
4. Municipality's payment to MCPC shall not exceed fifty percent (50%) of the total cost as set forth in C.1 above. This includes any federal or state optional funding arrangements equal to the municipal share set forth in Exhibit C.
5. The total cost of the printing and publication of Major Products (Reports and Maps) shall be negotiated on a case-by-case basis.
6. Municipality shall pay MCPC on the following basis:

| <u>Date</u> | <u>Amount</u> |
|--------------|---------------|
| April 2020 | \$11,781.00 |
| October 2020 | \$11,781.00 |
| April 2021 | \$ 7,700.00 |
| October 2021 | \$ 7,700.00 |
| April 2022 | \$ 7,777.00 |
| October 2022 | \$ 7,777.00 |

D. Miscellaneous

1. Either party may terminate this contract by giving the other at least sixty (60) days written notice thereof, and a pro rata adjustment shall be made based on the compilation of costs incurred and services performed by the MCPC. In the event of cessation of services by the MCPC prior to the termination date in the contract, the MCPC shall be paid for costs and services to the date of such cessation and the MCPC and the County of Montgomery shall, in no event, be liable to Municipality for breach of this contract due to cessation of its services.
2. The scope of work to be done under this contract shall be subject to modifications or supplements upon the written agreement of the duly authorized representatives of the contracting parties. It is the understanding of all parties to this contract that no modification of the program shall be made that would change the total cost unless such changes, including any increase or decrease in the amount of the MCPC's compensation, are mutually agreed upon by and between the parties hereto. Such changes will be accomplished as follows: a) any decrease in the amount of MCPC's compensation shall be incorporated in written amendments to this contract; b) any increase in the amount of MCPC's compensation in excess of \$1500 (i.e. \$3000 total change) shall be incorporated in written amendments to this contract; c) any increase in the amount of MCPC's compensation less than \$1500 (i.e. \$3000 total change) shall be by a letter of intent of a purchase of service (said letter of intent shall be signed by the authorized representative of the municipality and by the Director of the MCPC); and d) any substitution or modification of the work items in B. of Exhibit B, not involving a change in compensation, shall be by a letter of intent as set forth in c), herein.

3. The costs of any increases in the scope of work agreed to by the contracting parties in accordance with D.2 shall be calculated on the basis of the per diem rates prevailing at the time said increase is negotiated. Any increase involving the commitment of additional monthly planner-days shall be subject to the availability of said staff time.

MUNICIPAL GOVERNING BODY

COMMISSIONERS OF
MONTGOMERY COUNTY

By: _____
President, Board of Commissioners

By: _____
Chairperson

Attest: _____
Township Manager

Attest: _____
County

Authorized by motion or resolution of Municipality.
Approved _____, 20____.

Authorized by Resolution #_____ of County.
Approved _____, 20____.

EXHIBIT A
MONTGOMERY COUNTY PLANNING COMMISSION
FEE SCHEDULE
for
COMMUNITY PLANNING ASSISTANCE CONTRACTS
MCPC RESOLUTION #19-5.1

The fee schedule breakdown below is based on the “planner-day” which includes planner time, staff coordination and management, all support services, and incidental expenses.

A. Planning Assistance Contract Program 2019-2021 Graduated Fee Schedule:

| | |
|---|-----------------------------------|
| For the first year of a three-year contract: | Per Planner-Day = \$693.00 |
| For the second year of a three-year contract: | Per Planner-Day = \$700.00 |
| For the third year of a three-year contract: | Per Planner-Day = \$707.00 |

B. Planning Assistance Contract Program 2019-2021 Flat Fee Schedule:

| | |
|-------------------------------------|-----------------------------------|
| Per year for a three-year contract: | Per Planner-Day = \$700.00 |
|-------------------------------------|-----------------------------------|

C. Letter of Intent Contract Program/Short-Term Contracts
and Subpoenaed Appearances:

Per Planner-Day = \$714.00

The share of municipal governmental financial commitment shall be 50 percent of the contract's total cost as shown in Exhibit C.

A minimum number of night meetings will be specified in each contract dependent upon the work program, and they shall be calculated at the rate of two night meetings being the equivalent of one planner-day.

EXHIBIT B

CATEGORIES OF ASSISTANCE

A. General Services

1. **Meeting Attendance.** A professional planner(s) will be assigned to the Municipality. The planner(s) will attend meetings of the Township Board of Commissioners as requested to review work being conducted under the planning assistance contract and to keep abreast of current planning issues and concerns to the Municipality. The planner(s) will attend other meetings, such as public hearings, Township Board of Commissioners meetings, Zoning Hearing Board meetings, meetings of other appointed agencies and boards of the Municipality, joint meetings of some or all such agencies and boards, and citizens' group meetings at which his or her attendance is appropriate (with the concurrence of the Township Board of Commissioners). Attendance of multiple night meetings per year has been included in the contract. However, any adjustments to the number of meetings actually attended, either up or down, will be traded off with planner-days of service provided, at the rate of one-half (½) planner-day for each meeting adjusted.
2. **Act 247 Reviews.** During the course of the contract, the assigned planner(s) will be responsible for all reviews (subdivision, land developments, and ordinance amendments) required by Act 247, "The Pennsylvania Municipalities Planning Code." Zoning Hearing Board reviews shall be prepared as necessary. MCPC will provide in-depth assistance in the review of all significant land developments, including special meeting attendance, development of alternative site designs, detailed recommendations for landscaping and the drafting of applicable amendments for zoning and land development regulations.
3. If any assistance required by the Municipality exceeds the scope of this contract, it is understood by both the Municipality and MCPC that the costs associated with the work program will be finalized by Letter of Intent.

B. Structured Assistance

1. **Land Use Codes** – MCPC will assist Township Staff in completing the Zoning Code/SALDO Update. Tasks include testing the codes, as well as assisting with drafting language to ensure that the new codes are consistent with the township's Comprehensive Plan, including prevailing setback, and other items addressed in the county's ordinance review letter.
2. **Master Planning** – MCPC will prepare Master Plans for the township's commercial and mixed use areas, beginning with City Avenue, Ardmore, and Penn Valley. The Master Plans will take a comprehensive look at the development/redevelopment of these areas, with a primary product of the Master Plans being the development of an Official Map. Planning and design considerations for the master plans will include, but not be limited to, establishing an interconnected network of streets, expanding infrastructure for walkability, enhancing bikability, establishing public gathering spaces and interconnected open spaces, providing a first class transit experience, and identifying opportunities for gateway development and wayfinding signage. Public meetings and outreach will be managed by township staff.

3. **Sustainability Plan** – In the first year of the contract, MCPC will work with the township to prepare a township-wide Sustainability Plan. The detailed scope of the plan is still being developed. Public meetings and outreach will be managed by township staff.
4. **Community Map** – MCPC will update the township's Community Map. The update will reflect changes since the map's initial creation, including the addition of new parks and open spaces, changes in institutional and commercial uses, and changes in parcel information, to name a few. The map will be delivered in a digital format suitable for printing by the township. The community map will also include the Township Low Stress Bike Route. The community map will serve as a capstone public information tool to educate the public on the completion of the Comprehensive Plan/Zoning Update.