

**PLANNING ASSISTANCE CONTRACT
BETWEEN COMMISSIONERS OF MONTGOMERY COUNTY
AND POTTSTOWN BOROUGH**

THIS CONTRACT made the first day of January 2022, between Commissioners of Montgomery County (herein called County) and Pottstown Borough 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 **\$89,964**.

2. The compensation is subject to Resolution 21-4.1, Exhibit A.
3. This contract shall become effective on January 1, 2022 and shall terminate on December 31, 2024.
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 2022	\$7,423.50
October 2022	\$7,423.50
April 2023	\$7,497.00
October 2023	\$7,497.00
April 2024	\$7,570.50
October 2024	\$7,570.50

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, Borough Council

By: _____
Chairperson

Attest: _____
Borough 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 #21-4.1

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 2021-2023 Graduated Fee Schedule

For the first year of a three-year contract:	Per Planner-Day = \$ 707.00
For the second year of a three-year contract:	Per Planner-Day = \$ 714.00
For the third year of a three-year contract:	Per Planner-Day = \$ 721.00

B. Planning Assistance Contract Program 2021-2023 Flat Fee Schedule

Per year for a three-year contract:	Per Planner-Day = \$ 714.00
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C. Letter of Intent Contract Program/Short-Term Contracts and Subpoenaed Appearances:

Per Planner-Day = \$ 728.00

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 Borough Council 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, Borough Council 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 Borough Council). 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. Flexible Assistance:

The planner(s) will provide contingency services and technical assistance to the Borough to an extent not exceeding an average of two (2) planner-days per month throughout the duration of the contract. The planner(s) will prepare detailed in-depth land development reviews as needed. These reviews will go beyond the traditional reviews performed by MCPC to provide a level of assistance not typically provided for under Act 247. This may include detailed redesign concepts and alternative zoning strategies when appropriate. The land development reviews will focus on sound planning and design principles as a means to guide the impacts of land development within the Borough.

The planner(s) will also prepare any zoning or subdivision ordinance, or any planning study that is of a limited scope, that the Borough Planning Commission, Borough Council, or Borough staff identifies as a priority. If any assistance item(s) required by the Borough exceed the scope of this contract, it is understood by both the Borough and MCPC that the item(s) and the associated costs will be finalized by a Letter of Intent.

C. Structured Assistance:

1. Sign Ordinance Revision: MCPC will complete the revision of the sign ordinance that was initiated during the previous contract period.
2. Comprehensive Zoning Revision: MCPC will take a comprehensive look at the borough's existing Zoning Ordinance and work with the borough to revise. We will attend meetings and give presentations as needed, to help with the adoption of the ordinance.
3. Circle of Progress Master Plan: MCPC will initiate the planning process for a master plan for Circle of Progress Drive. The comprehensive plan identifies Circle of Progress as an opportunity site with underutilized space with vacant land for development.
4. Comprehensive Subdivision and Land Development (SALDO) Revision: Time permitting, MCPC will initiate the comprehensive SALDO revision, following the comprehensive zoning revision.

The remainder of the contract will consist of general flexible assistance including as needed zoning amendments, graphic design assistance, support with grant applications, and other projects as they arise.

EXHIBIT C
CONTRACT COSTS AND MUNICIPAL SHARE
January 1, 2022 – December 31, 2024

		<u>Total Cost</u>	<u>Municipal Share (50%)</u>
<u>Year One</u>			
3	Planner Days/Month @ \$707/day	\$25,452.00	\$12,726.00
12	Night Meetings at a rate of one-half (1/2) planner-day per night meeting	<u>\$ 4,242.00</u>	<u>\$ 2,121.00</u>
	<i>Year One Total</i>	\$29,694.00	\$14,847.00
 <u>Year Two</u>			
3	Planner Days/Month @ \$714/day	\$25,704.00	\$12,852.00
12	Night Meetings at a rate of one-half (1/2) planner-day per night meeting	<u>\$ 4,284.00</u>	<u>\$ 2,142.00</u>
	<i>Year Two Total</i>	\$29,998.00	\$14,994.00
 <u>Year Three</u>			
3	Planner Days/Month @ \$721/day	\$25,956.00	\$12,978.00
12	Night Meetings at a rate of one-half (1/2) planner-day per night meeting	<u>\$ 4,326.00</u>	<u>\$ 2,163.00</u>
	<i>Year Three Total</i>	\$30,282.00	\$15,141.00
	<i>Total Contract Costs (Years 1-3)</i>	<u>\$89,964.00</u>	<u>\$44,982.00</u>

SUMMARY OF INVOICES

<u>Year One</u>	
April 2022 (Invoice 1)	\$7,423.50
October 2022 (Invoice 2)	\$7,423.50
 <u>Year Two</u>	
April 2023 (Invoice 3)	\$7,497.00
October 2023 (Invoice 4)	\$7,497.00
 <u>Year Three</u>	
April 2024 (Invoice 5)	\$7,570.50
October 2024 (Invoice 6)	\$7,570.50