



**NORRISTOWN MUNICIPALITY**  
**Council Meeting**  
**Tuesday, January 3, 2017**  
**7:00 PM - Council Chambers**  
**AGENDA**

- I. Call to Order
- II. Moment of Silence / Pledge of Allegiance
- III. Roll Call
- IV. Public Comment
- V. Nominations/Vote for Vice President of 2017 Council
- VI. Nominations/Vote for President of 2017 Council
- VII. Oath of Office to Vice President of 2017 Council
- VIII. Oath of Office to President of 2017 Council
- IX. **Remarks from Incoming Council President**
- X. 2017 Reorganization Action Items
  - a. Resolution 17-101: Schedule of 2017 Meeting Dates  
Motion to approve or disapprove the schedule of meetings dates and times for the Municipal Council of Norristown for the year 2017.
  - b. Resolution 17-102: Reappointment of Professionals and Management Staff for 2017  
At the start of every year, Council must reappointment professionals and staff to serve in various capacities within the Municipality of Norristown.
- XI. Adjournment  

Anyone with a disability who wishes to attend this meeting and requires an auxiliary aid, service or other accommodations to participate in the meeting, please call the office of the Municipal Administrator at 610-270-0421.

**MUNICIPALITY OF NORRISTOWN**  
A HOME RULE MUNICIPALITY  
MONTGOMERY COUNTY, PENNSYLVANIA

**RESOLUTION NO. 17-101 of 2017**

**Schedule of the 2017 Council Meetings**

WHEREAS, the Municipal Council of Norristown is resolved that the dates listed below are the dates of the Council Meetings (1<sup>st</sup> Tuesdays at 7:30 PM) and Council Workshops Meetings (3<sup>rd</sup> Tuesdays at 6:30 PM) for the year of 2017 unless otherwise noted;

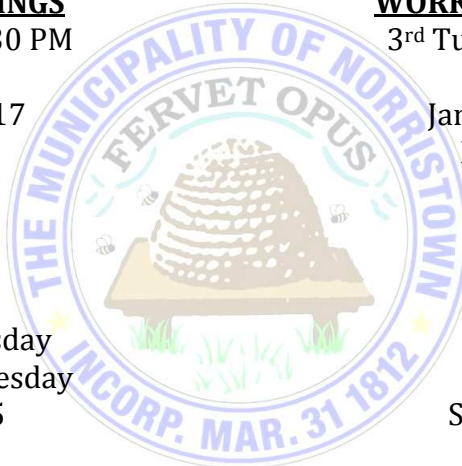
**NOW, THEREFORE**, the dates are as follows:

**Re-organization Meeting** – January 3, 2017 at 7:00 PM – 1<sup>st</sup> Tuesday of 2017

**COUNCIL MEETINGS**

1<sup>st</sup> Tuesday at 7:30 PM

January 3, 2017  
February 7  
March 7  
April 4  
May 2  
June 6  
July 5 – Wednesday  
August 2 – Wednesday  
September 5  
October 3  
November 7  
December 5



**WORKSHOP MEETINGS**

3<sup>rd</sup> Tuesday at 6:30 PM

January 17, 2017  
February 21  
March 21  
April 18  
May 16  
June 20  
July 18  
August 15  
September 19  
October 17  
November 21  
December 19

**ENACTED** and **ORDAINED** this 3<sup>rd</sup> day of January, 2017.

**NORRISTOWN MUNICIPAL COUNCIL**

By: \_\_\_\_\_  
Sonya Sanders  
Council President

Attest \_\_\_\_\_  
Crandall O. Jones,  
Municipal Administrator

**MUNICIPALITY OF NORRISTOWN**  
A HOME RULE MUNICIPALITY  
MONTGOMERY COUNTY, PENNSYLVANIA

**RESOLUTION NO. 17-102 of 2017**

**Appointment of Professionals and Management Staff for 2017**

WHEREAS, the Municipal Council of Norristown is desirous of appointing qualified professionals to serve the Municipality;

**NOW, THEREFORE,** Norristown Municipal Council appoints the following:

*Law Offices of Sean Kilkenny* to serve as Municipal Solicitor per their  
*17 East Airy Street* letter dated December 21, 2016.  
*Norristown, PA 19401*

*Law Firm of Cozen O' Connor* to serve as Municipal Labor Attorney per  
*1650 Market Street* their letter dated December 29, 2016.  
*Philadelphia, PA 19103*

*Pennoni Associates* to serve as Municipal Engineers per their  
*3100 Horizon Drive* letter dated December 20, 2016.  
*King of Prussia, PA 19406*

*Rudolph Clarke, LLC* to serve as Civil Service Counsel per their  
*7 Nashaminy Interplex Drive, Suite #200* letter dated November 21, 2016.  
*Trevose, PA 19053*

*G & C Legal* to serve as Environmental Counsel per  
*2 Street Road* their letter dated December 29, 2016.  
*Newtown Square, PA 19073*

*State Street Advisors* to serve as government affairs consulting  
*1500 Market Street* firm per their letter dated December 6,  
*Philadelphia, PA 19102* 2016.

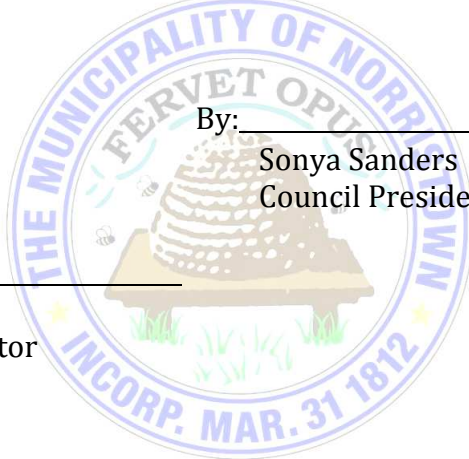
**THEREFORE,** the Municipal Council of Norristown appoints the following:

*Crandall O. Jones* to serve as the Municipal Administrator, Municipal  
Secretary, Right-to-Know Officer, and renews his  
Employment Agreement of August 19, 2013.

*Catherine Iwanowicz* to serve as Assistant Municipal Secretary  
*Roseann Santangelo* to serve as Clerk of Council  
*Chenora Burkett* to serve as Director of Finance and Tax Collector  
*Jayne Musonye* to serve as Director of Planning and Municipal  
Development and Zoning Officer  
*Thomas Odenigbo* to serve as Director of Public Works  
*Mark Talbot* to serve as Chief of Police  
*Thomas O'Donnell* to serve as Fire Chief  
*Richard Lockhart* to serve as Interim Fire Marshall  
*Hank Cisco* to serve as Norristown Ambassador

**ENACTED** and **ORDAINED** this 3<sup>rd</sup> day of January, 2017.

**NORRISTOWN MUNICIPAL COUNCIL**



By: \_\_\_\_\_  
Sonya Sanders  
Council President

Attest \_\_\_\_\_  
Crandall O. Jones,  
Municipal Administrator



17 E Airy Street • Norristown, PA 19401  
(484) 679-8150

SEAN P. KILKENNY, ESQUIRE  
Direct Dial: 484-679-8153  
[Sean@skilkennylaw.com](mailto:Sean@skilkennylaw.com)

December 21, 2016

**VIA ELECTRONIC AND FIRST-CLASS MAIL**

Municipal Council  
Municipality of Norristown  
235 E. Airy Street  
Norristown, PA 19401

**Re: Engagement Letter for Legal Services**

Dear Council Members,

Please allow this letter to express our interest in continuing to serve as Solicitor to the Municipality of Norristown for calendar year 2017. In accordance with the applicable provisions of the Pennsylvania Rules of Professional Conduct, this letter is intended to set forth our agreement concerning payment for legal services to be rendered to the Municipality of Norristown.

For all work undertaken during 2017, the Municipality will pay to the Law Offices of Sean Kilkenny, LLC at the rate of One Hundred Fifty Dollars (\$150.00) per hour. All work on any files designated as litigation matters will be billed at the rate of One Hundred Seventy Dollars (\$170.00) per hour.

Any land development matters, including those for which the Municipality collects an escrow from the applicant or developer, will not be given the benefit of the reduced hourly rates set forth above, and any work we perform regarding these matters will be billed at our regular hourly rates.

After (1) one calendar year Borough Council will review these rates and may consider applicable adjustments in compensation based on inflation or merit as they may see fit. We may, from time to time, recommend that specialized litigation or labor matters be referred to outside counsel upon a majority vote of Borough Council.

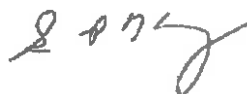
Our normal practice is to bill clients on a monthly basis. You will not be billed for secretarial time nor will you be charged for any travel between our offices and the Municipality. All invoices from our office will specify dates, nature of service and members of our firm involved

in the representation. Our bills also contain amounts designated as costs. These expenses include filing fees, process server fees, transcripts, postage charges, computer research charges, overnight delivery charges, large copy and/or fax jobs, long distance charges and similar expenses. We generally advance minor expenses but typically ask clients to advance larger disbursements such as court reporter fees for depositions, travel expenses and the like.

Our firm is committed to providing legal services promptly and efficiently and in accordance with the highest legal and ethical standards. On behalf of the firm, I wish to thank the Municipality for its offering us this opportunity to be of service.

If the Municipality consents to our representation under the terms outlined in this letter, we would request that the Council President and the Municipal Administrator countersign this letter and return it to us.

Very truly yours,



SEAN KILKENNY, ESQUIRE

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
President, Municipal Council

\_\_\_\_\_  
Municipal Administrator

\_\_\_\_\_  
Date



December 29, 2016

George A. Voegele, Jr.  
Direct Phone 215-665-5595  
Direct Fax 215-701-2443  
gvoegele@cozen.com

Norristown Municipal Council  
235 East Airy Street  
Norristown, PA 19401-5003

Re: Representation of Municipality of Norristown

Dear Council Members:

Thank you for considering Cozen O'Connor to represent the Municipality of Norristown (the "Municipality"). We look forward to working with you. As required by the Rules of Professional Conduct, I am writing this letter to confirm the terms of our representation.

What you can expect from us

You can expect that we will provide the Municipality with competent legal representation and that we will serve as advocates of your position. We recognize that as the client you have the ultimate authority to determine the purposes to be served by our representation and the means by which they will be pursued, within the limits imposed by law and a lawyer's professional obligations. As your legal counsel, we will exercise independent professional judgment and render candid advice.

In representing the Municipality, we will always act with reasonable diligence and promptness. We will keep you informed about the status of a matter and promptly comply with reasonable requests for information. At various stages of our representation, we will explain matters to the extent necessary to permit you to make informed decisions regarding the representation.

What we expect from you

As your counsel, we expect that you will provide us information and documents in a timely way to enable us to represent you adequately. If you become aware of information that will likely have an impact on the services we are providing for you, we expect that you will bring it to our attention.

The Municipality will be billed at the rate of \$395 per hour for shareholders and members and \$295 per hour for associates. I anticipate that Jon Cavalier, Jennifer Queliz, Jason Cabrera and I will be the primary lawyers assigned to assist Norristown. You will also be billed for costs associated with your representation. Such costs include computerized legal research, delivery services, photocopying, telephone and facsimile charges, word processing and other similar items. You will also be billed the actual cost of any necessary travel, filing fees or any other services provided by outside vendors. It is our practice to submit such outside vendor bills to you for payment directly by you when the amount exceeds \$425.00. You agree to pay them within trade terms. Secretarial or other staff overtime charges may also be incurred in the event that there are unusual demands which cannot be accommodated during our normal working hours.

Our bills will normally be rendered on a monthly basis for services entered into our billing system through the last day of the month, although when there is not much activity in a case, a longer period of time may go by before we send you a bill. Our statements are prepared on the assumption that payment will be received within 30 days of receipt. Statements which are not paid within 30 days are subject to a late payment of 1.25% per month. We reserve the right to terminate our attorney-client relationship for non-payment of fees or costs, or for other reasons permitted by the Code of Professional Responsibility. In such circumstances, you agree to promptly engage other counsel to represent you, and to pay for our services in accordance with the terms of this letter.

While we will not disclose privileged or confidential information concerning our representation of you, by signing this letter you authorize us, except where specifically instructed to the contrary, to disclose to persons outside this firm the fact that we represent you as legal counsel or that we have represented you in the past.

It is our practice to include detail concerning our activities in each of our bills. While we believe that the substantive detail is subject to the attorney-client privilege, we cannot guarantee that you or we may not be compelled to produce copies of the bills, including the substantive detail, to other parties in the context of adversarial proceedings. Should you so desire, we will eliminate all substantive detail from your bills upon receipt of appropriate written instructions from you.

It is also our practice to retain files for a reasonable period of time after the conclusion of a matter. Normally, such files are destroyed approximately seven years after a matter is closed. Please keep this in mind in the future as we will be happy to provide you with documents from your file upon your request.

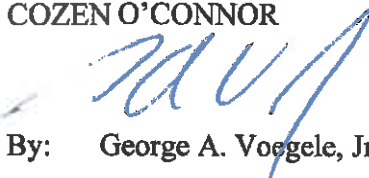
If the arrangement outlined above is satisfactory, please sign the enclosed copy of this letter where indicated and return. If you have any questions, please feel free to call.



We want to know how clients feel about the services we provide. If you ever feel that we are not meeting our commitments to you, or if you have other questions about our representation, please do not hesitate to call me. We are pleased that you are entrusting this work to us and will do our best to provide you with prompt, high quality legal counsel. I also want you to know that it is important for us to know you have confidence in us and look forward to serving you.

Sincerely,

COZEN O'CONNOR



By: George A. Voegele, Jr.

GAV

ACCEPTED AND AGREED TO THIS

\_\_\_\_\_ day of \_\_\_\_\_, 201\_.

MUNICIPALITY OF NORRISTOWN

By: \_\_\_\_\_

cc: Crandall O. Jones

December 20, 2016

NORR 0000

**Municipal Council**  
Municipality of Norristown  
235 East Airy Street  
Norristown, PA 19401

**Re: Professional Services for the Year 2017  
Municipal Engineer Services**

Dear Council Members:

I would like to take this opportunity to say that Pennoni Associates is very proud to have the Municipality of Norristown as a client and we look forward to continuing our service to you in the year 2017.

Please find below our proposed rates for 2017. We respectfully request an increase of approximately 3%. Our standard fees for services are billed on an hourly basis for the actual time on the assignment, or on an agreed upon lump sum for individual projects. Please find below our rates for 2017:

Municipal Engineer (Khaled R. Hassan).....	\$123.00/hour
Senior Engineer .....	\$116.00/hour
Project Engineer.....	\$113.00/hour
Staff Engineer .....	\$102.00/hour
Associate Engineer/Sr. Technical Specialist .....	\$96.00/hour
Field Engineer .....	\$92.00/hour
Graduate Engineer .....	\$88.00/hour
Draftsman/Technician.....	\$85.00/hour
Field Inspector.....	\$83.00/hour
Clerical .....	\$57.00/hour
2-Man Survey Crew.....	\$180.00/hour

Again, we look forward to serving The Municipality of Norristown in the year 2017. If you have any questions, please feel free to contact me at your convenience.

Sincerely,

PENNONI



Khaled R. Hassan, P.E.  
Municipal Engineer

KRH/tb

CC: Crandall O. Jones, Municipal Administrator



**RC** | **RUDOLPH CLARKE, LLC**  
ATTORNEYS AT LAW

Edward Rudolph  
Michael P. Clarke  
Peter C. Amuso  
Michael L. Barbiero

Melissa K. Fiala  
Lauren A. Gallagher  
Barbara R. Merlie  
Noah Marlier  
Karen Lee DeMerlis  
Georgeann R. Fusco  
Alexander M. Glassman  
Benjamin W.R. Hauser  
Gregory R. Heleniak

OF COUNSEL:  
Matthew D. Bradford  
Joseph W. Pizzo

SEVEN NESHAMINY INTERPLEX  
SUITE 200  
TREVOSE, PA 19053  
Phone 215-633-1890

Fax 215-633-1830

[www.rudolphclarke.com](http://www.rudolphclarke.com)  
e-mail: [mclarke@rudolphclarke.com](mailto:mclarke@rudolphclarke.com)

Montgomery County Office  
350 Sentry Parkway East  
Building 630, Suite 110A  
Blue Bell, PA 19422

Phone 484-368-3808  
Fax 215-633-1830

Please respond to: Trevose

November 21, 2016

Municipal Council  
Municipality of Norristown  
235 East Airy Street  
Norristown, PA 19401

RE: Solicitorship

Dear Council Members:

I am writing at this time to request that Council consider re-appointing our firm as Special Legal Counsel for the Municipality of Norristown and Solicitor for the Civil Service Commission at our current hourly rate of \$150.00 per hour. We have enjoyed the opportunity to serve Council and the Municipality of Norristown and we look forward to continuing our representation of the Municipality of Norristown and the Civil Service Commission.

If you should have any questions, please do not hesitate to contact me at your convenience.

Thank you for your kind consideration.

Very truly yours,



Michael P. Clarke

MPC/ec

cc: Crandall O. Jones, Municipal Administrator



December 29, 2016

Norristown Municipal Council  
235 East Airy Street  
Norristown, PA 19401

RE: 2017 Engagement Letter - Environmental Counsel for Municipality of Norristown

Dear Council:

G&C Legal submits this engagement letter to the Norristown Municipal Council to provide all environmental related legal services for 2017.

Our legal services will continue to be billed at the 2011 rates, which are identified below:

- Labor – \$195.00 per hour;
- Expenses (e.g., depositions, filing fees, printing-copies/0.15 per page, facsimiles/\$1.20 per page, mileage/0.58 per mile, postage, etc.).

Our office will send invoices monthly, if billable time or expenses have accrued. We will also advise you before undertaking any procedures that will require an extraordinary amount of fees and legal services. Alternately, the Municipality may choose to provide G&C with a budget to work with to assist in managing services, expenses and fiscal expectations during the contract period.

Payment must be made within 30 days of date of invoice. We reserve the right to withdraw should our invoices not be paid. Further, we may ask that sums be deposited into a trust account credited toward your account should depositions be required or an inordinate number of expenses be anticipated. We will provide at least two weeks' notice should such an event occur, if possible.

We will provide a monthly report on all of your matters (by email, hard copy or file access) to the person designated by you to receive this information, except when no services were rendered during month. From time to time, we may send you pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. Please retain them. We will also keep the information in a file in my office.

When we have completed all the legal work necessary in a given matter, we will close our files and forward original documents to you. Please let us know of any document retention policy with which we should comply.

If any of the information in this letter is not consistent with your understanding of our agreement, please contact the undersigned before signing the letter. Otherwise, please sign the enclosed copy of this letter and return by mail or an executed electronic email version.

In the event of an environmental emergency you may contact me via mobile at (267) 225-4245.

On behalf of our firm, we are happy to represent you for all environmental matters. If you have any questions, please contact me at your convenience.

Very truly yours,

*Gail M. Conner*

Gail M. Conner, Esquire  
Mailing address:  
P.O. Box 154  
Gradyville, PA 19039  
(610) 993-9202 Telephone  
[www.GCenviro.com](http://www.GCenviro.com)  
[gmconner@gcenviro.com](mailto:gmconner@gcenviro.com)

On behalf of the Municipality of Norristown the terms of representation are accepted and approved.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

December 6, 2016

Mr. Crandall Jones  
Municipal Administrator  
Municipality of Norristown  
235 East Airy Street  
Norristown, PA 19401-5003

Re: Economic Consulting/Lobbying Engagement – 2017

Dear Crandall:

State Street Advisors (“SSA”) is pleased to continue to represent the interests of Norristown in matters arising before the Pennsylvania General Assembly, the Executive Departments of the Commonwealth, the Office of the Governor and the County of Montgomery. The scope of services shall include, but not be limited to:

**Project Objective**

We understand that Norristown continues to work toward revitalization of the downtown and putting to productive use vacant parcels in downtown Norristown. In order to archive this goal, a private/public partnership is needed with significant public funding for site acquisition, potential site remediation, infrastructure improvements, and construction.

Additionally, Norristown desires to be kept informed and when needed to react to legislative proposals that impact the Municipality. SSA will continue to track and monitor and report all legislation that has the potential to impact Norristown.

**Scope of Services**

- Identification of all potential public funding sources available through state and county government.
- Track and Monitor Legislation in the Pennsylvania General Assembly related to economic development.
- Collaboration with Norristown, the Redevelopment Authority of Montgomery County, and the County of Montgomery to develop a coordinated strategy for development.
- Project support to Norristown on applications for funding with public sector entities.

- Other government relations consultation with County or State Government as identified by the Municipality of Norristown.

**1. Compensation and Expenses**

State Street Advisors project fee for services performed under this Agreement shall be \$60,000. The project fee is payable in twelve (12) monthly installments of \$5,000 per month. All expenses shall be included in the monthly fee. State Street Advisors will submit monthly invoices at the beginning of each month covered by this Agreement. Norristown agrees to pay those monthly invoices within thirty (30) days of receipt.

**2. Term of Agreement**

This Agreement shall be effective January 1, 2017 and conclude on December 31, 2017.

**3. Representations**

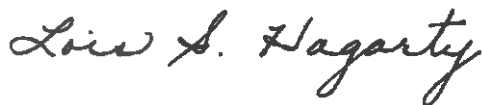
SSA represents that it will become aware of and comply in all respects with any and all applicable laws, rules and regulation regarding its conduct on behalf of Norristown, including but not limited to, laws governing lobbying activity, and political contributions. When the engagement triggers lobbying registrations or reporting requirements under any state law, SSA will notify Norristown and shall take such steps as shall be necessary to register and report activities on behalf of Norristown.

**4. Disclaimer**

State Street Advisors is a government affairs consulting firm that provides a variety of services and advice to its clients regarding various government and regulatory issues before Pennsylvania state government. Lois Hagarty and Richard Hayden, principals of SSA, are Pennsylvania licensed attorneys who practice law at Saul Ewing LLP. The law firm of Saul Ewing has no ownership interest in SSA and does not provide any management or control over SSA. SSA is not a law firm, and the services provided under his agreement are not legal services and are not protected by the attorney – client privilege.

Agreed to and Acknowledged by:  
State Street Advisors

Agreed to an Acknowledged by:  
Municipality of Norristown



Lois S. Hagarty, Partner  
Date: December 6, 2016

\_\_\_\_\_  
Crandall Jones, Municipal Administrator  
Date: