

AGENDA MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS December 15, 2014

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Joseph P. Walsh Robert J. Birch Candyce Fluehr Chimera Michael J. Fox Jeffrey W. McDonnell

Lawrence J. Gregan Township Manager

ACTION MEETING - 8:00 PM

- 1. Call to Order by Chairman
- Pledge of Allegiance
- 3. Public Comment
- 4. Announcement of Executive Session
- 5. Consider Approval of Minutes of the November 24, 2014 Meeting
- Announce Winners of Holiday Lights Contest
- 7. Announce Resignation of Part-time Firefighter
- Consider Proposed Ordinance #14-284Z Zoning Text Amendment R3B Age Qualified Residential Zoning District – Enclave at Montgomery
- 9. Consider Approval of Montgomery Township Sewer Authority 2015 Budget
- Consider Approval of Montgomery Township Municipal Sewer Authority 2014 Tapping Fee Agreements
- 11. Consider Adoption of Montgomery Township 2015 Final Budget
- Consider Authorization to Purchase ERP Software and Execute Contract with BS&A
- Consider Authorization to Execute Agreement with Berkheimer, Tax Administrator for Collection of Local Services Taxes
- Consider Adoption of Proposed Ordinance #14-286 Participation in PSATS Unemployment Compensation Program
- 15. Consider Authorization to Execute Contract Establishing Section 125 Plan
- Consider Definition & Commitment of Fund Balances in Accordance with GASB Statement No. 54
- Consideration Preliminary/Final Land Development Plan LDS # 677 Narayan Guest
 House 1630 County Line Road
- 18. Consider Approval of Development Escrow Releases:
 - A. Avalon Way LLC 127 Stevers Mill Road LDS# 671 Release # 3
 - B. Firefox Phase 1 LDS# 630 Release #2
- Consider Authorization to Submit Application Growing Greener Community Award
- Consider Authorization to Advertise for Bids Spray Park/ Accessible Playground

Continued on reverse side

NOTICE: Please be advised that all regular and special meetings of the Board of Supervisors are recorded for replay on the Township cable channels, Comcast 22 and Verizon 34.

- 21. Consider Authorization to Advertise Proposed Ordinance #15-285, Amending Chapter 166 to Allow the Carrying of Firearms as Permitted by State Law to Conform to Pennsylvania Act 192 of 2014.
- 22. Announcement of Re-Organization Meeting Date and Consideration of Authorization to Advertise for Re-Organization Meeting on January 5, 2015
- 23. Consider Payment of Bills
- 24. Other Business
- 25. Adjournment

Future Public Hearings/Meetings:
12-17-2014 @ 6:00pm – Sewer Authority Board (Eureka Plant)
12-17-2014 @ 7:30pm – Public Safety Committee
01-05-2015 @ 8:00pm – Board of Supervisors Re-Organization Meeting

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MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS **BOARD ACTION SUMMARY**

SUBJECT:

Public Comment

MEETING DATE:

December 15, 2014

ITEM NUMBER: #3

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX

Information: Discussion: Policy:

INITIATED BY: Lawrence J. Gregan

BOARD LIAISON: Joseph P. Walsh, Chairman

Township Manager

BACKGROUND:

The Board needs to remind all individual(s) making a comment that they need to identify themselves by name and address for public record.

The Board needs to remind the public about the policy of recording devices. The individual(s) needs to request permission to record the meeting from the chairman and needs to identify themselves, by name and address for public record.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS **BOARD ACTION SUMMARY**

SUBJECT:

Announcement of Executive Session

MEETING DATE:

December 15, 2014

ITEM NUMBER: #4

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Information:

Discussion:

Policy:

INITIATED BY: Lawrence J. Gregan Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

Frank Bartle will announce that the Board of Supervisors met in Executive Session and will summarize the matters discussed.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

TOWNSHIP BOARD OF SUPERVISORS **BOARD ACTION SUMMARY**

Consider Approval of Minutes for November 24, 2014 SUBJECT:

Township Manager

December 15, 2014 MEETING DATE:

ITEM NUMBER: #5

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Information:

Discussion:

Policy:

INITIATED BY: Lawrence J. Gregan

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

Just a reminder - Please call Deb Rivas on Monday, December 15, 2014 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.



MINUTES OF MEETING MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS NOVEMBER 24, 2014

Chairman Joseph Walsh called the executive session to order at 6:30 p.m. In attendance were Supervisors Robert Birch, Candyce Fluehr Chimera, Michael Fox and Jeffrey McDonnell. Also in attendance were Frank Bartle, Esquire, Lawrence Gregan, Shannon Drosnock and Ann Shade.

Chairman Joseph Walsh called the action meeting to order at 8:00 p.m. In attendance were Supervisors Robert Birch, Candyce Fluehr Chimera, Michael Fox and Jeffrey McDonnell.

Also in attendance were Frank Bartle, Esquire, Lawrence Gregan, Chief J. Scott Bendig, Rick Lesniak, Shannon Drosnock, Ann Shade, Stacy Crandell, Kevin Costello, Bruce Shoupe, Brian Forman, Rich Grier and Deb Rivas.

Following the Pledge of Allegiance, Chairman Joseph Walsh called for public comment from the audience.

Mario Cabe of 1008 East Kennedy Road stated that he was a member of the Homeowner's Association Board for the Montgomery Walk development off of Hartman Road. Mr. Cabe stated that the Montgomery Walk development was built by the Cutler Group and contains over 300 residents in 169 units with a clubhouse. Mr. Cabe said that there are numerous problems with the development that have not been addressed by the Cutler Group, including incomplete work, severe safety hazards in a 55+ residential community, missing trees and bushes that have not survived planting and areas of road uneven and poorly paved. Mr. Cabe said that the residents of this development are respectfully demanding that the Board not release any additional money, bonds, etc. until the work is completed to their satisfaction. Chairman Joseph Walsh stated that he reviewed the materials that were submitted to the Township and had contacted the Cutler Group's attorney asking him to look into the matter regarding issues at Montgomery Walk. Vice Chairman Michael Fox stated that the Township is legally liable to release certain monies, but will also ask its consultants to review any

discrepancies before authorizing the further release of escrow funds. Mr. Cabe inquired if any escrow amounts had been released. Township Manager Lawrence Gregan responded that a Right-to-Know Request had been received from another Montgomery Walk Homeowners Association Board member, Larry Hill, which was responded to and which contains copies of all the escrow releases and other documents requested for this development.

Bruce Greenwalt, President of the Montgomery Walk Homeowners Association, stated that eight courtyards have not been paved and these were supposed to have been paved within six months, but this was over three years ago. Mr. Greenwalt inquired as to how the escrow amounts were released. Chairman Joseph Walsh asked Bruce Shoupe to sit down with the Homeowners Association Board and sort through the various releases that have been made.

Mary Brower of 118 Lincoln Drive and her son, Daniel, spoke about a fall which occurred as a result of the edge of the driveways disintegrating and the curbing coming loose. Ms. Brower tripped over stones and fell down on her face, receiving black eyes and face bruises. She said that she had moved into the 55+ development for safety reasons. She personally called David Cutler and left four to six voicemail messages with someone in his office and never received a response. Ms. Brower said two weeks after her fall, the entire street and driveway entrances were paved. However, the streets are still crumbling and she continues to scrape her car on the bottom of her driveway. She continues to have major safety concerns. Chairman Joseph Walsh apologized to Ms. Brower for the experience she had and the lack of response from the Cutler Group. Chairman Walsh reiterated that the Cutler Group was contacted about these issues and they will be addressed.

Township Solicitor Frank Bartle, Esquire reported that the Board had met in an executive session earlier in the evening at 6:30 p.m. to discuss two personnel matters, on potential litigation matter, one litigation matter which was Maria Brogan vs. Montgomery Township et al., and the Wilkerson Five Point Limited Partnership Zoning Hearing Board case. Mr. Bartle stated

that these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Chairman Joseph Walsh made a motion and Vice Chairman Michael Fox seconded the motion to approve the minutes of the November 10, 2014 Board meeting. The minutes of the meeting were unanimously approved as submitted.

Director of Fire Services Richard Lesniak announced the resignation of part-time firefighter David Gallagher. Mr. Gallagher worked for the Department of Fire Services on a part-time basis since September 21, 2007. His separation was effective September 30, 2014. The Township is appreciative of his service and wishes him well in his future endeavors. Resolution #1 made by Chairman Joseph Walsh, seconded by Vice Chairman Michael Fox and adopted unanimously, recognized the resignation of David Gallagher from his position as Firefighter Part-Time with Montgomery Township.

A public hearing for a liquor license transfer for GBB NE Coast, LLC – Grub Burger located at 230 Montgomery Mall was opened at 8:30 p.m. Notes of testimony were taken by Court Reporter Mark Manjardi. Mark Kozar, Esquire of Flaherty & O'Hara and Kevin Cross of GBB NE Coast, LLC were present. Grub Burger will be operating a restaurant at Montgomery Mall, and their intent is to sell alcohol at the restaurant as a compliment to the food. Mr. Kozar reviewed the qualifications necessary to permit a transfer of a liquor license from another municipality. Mr. Kozar also presented the concept of the Grub Burger family restaurant. The hearing concluded at 8:42 p.m. Resolution #2, made by Chairman Joseph Walsh, seconded by Vice Chairman Michael Fox and adopted unanimously, approved the transfer of liquor license to GBB NE Coast, LLC – Grub Burger, to be located at 230 Montgomery Mall, Montgomery Township, Pennsylvania.

Director of Finance Shannon Drosnock presented the 2015 Preliminary Budget. Four public workshops were conducted by the Board and staff during the month of October. Ms.

Drosnock stated that the proposed Total Revenues for 2015 reflect a 6.49% increase over 2014. General Fund Revenues consist of the real estate mileage remaining at 1.49 mills in 2015 and over 75 percent of residential property owners are participating in the Homestead Exclusion which was implemented in 2003. Total Expenditures for 2015 show a 6.67% increase. Upon adoption of a preliminary budget by the Board, a notice must be advertised stating that the proposed budget is available for public inspection at the Township Building. After the approved preliminary budget has been available for public inspection for twenty (20) days, the Board of Supervisors must adopt a final budget no later than December 31, 2014. Resolution #3 made by Vice Chairman Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, adopted the 2015 Preliminary Budget for all funds and set Monday, December 15, 2014 at 8:00 p.m. in the Township Building as the date, time and place for the public meeting for consideration of adoption of the 2015 Final Budget.

Director of Finance Shannon Drosnock reported that Montgomery Township has received the Certificate of Achievement in Financial Reporting from the GFOA for the fiscal year ending on December 31, 2013. This is the fourth consecutive year that the Township has achieved this award, which recognizes the Township efforts to present its residents with an outstanding Annual Financial Report. The Board expressed congratulations on achieving this award and thanked Ms. Drosnock for her efforts in the preparation of the CAFR Report.

Director of Finance Shannon Drosnock reported that the Minimum Municipal Obligation calculation has determined that for 2015, a combination of State Aid, Township contributions and Police Officer contributions will be required to meet the funding obligations of the Plan and keep the pension fund actuarially sound. Resolution #4 made by Vice Chairman Michael Fox, seconded by Supervisor Candyce Chimera and adopted unanimously, requires Police Officer contributions to the Police Pension Plan in the amount of 5% of Base Salary, Longevity and

Holiday pay for the year 2015 and direct that notice of contribution be provided to the representatives of the Police Collective Bargaining Unit.

Director of Public Works Kevin Costello reported that six bids were received for the Winter Drive Twin Pipe Repair project which involves the removal of existing twin 72" Corrugated Metal Pipe (CMP) Drainage culverts and the installation of new twin 60" Density Polyethylene (HDPE) drainage culverts and associated construction work. Township Engineer Gilmore & Associates has reviewed the bids and recommends awarding the contract to Wexcon, Inc., Mohrsville PA, based on their low bid of \$200,475. Resolution #5 made by Vice Chairman Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, awarded the contract for the Winter Drive Twin Pipe Repair Project to Wexcon, Inc. based on their low bid of \$200,475.

Director of Planning and Zoning Bruce Shoupe requested authorization to purchase a handheld GPS system to assist in collecting various information on Township owned assets such as stormsewer inlets, outflow structures, centerline of drainage swales, limits of Township owned stormwater basins, traffic signal standards, highway road signs, cross walks, stop bars, handicap ramps, forestry management, street trees, shade trees and various amenities of the Township Park System. With the assistance of the Township's GIS Consultant, this information can be migrated into the existing Township's GIS software, thereby updating the various map layers utilized by staff. Resolution #6 made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, awarded the contract for the purchase of a hand held GPS unit to Trimble Navigation LTD, an authorized vendor under the Pennsylvania Cooperative Purchasing Program at a cost of \$12,196.00 and from Carrigan Geo Services; \$600 for software setup, staff training and data migration support.

Director of Fire Services Richard Lesniak requested the Board's authorization to submit applications to the Assistance to Firefighters Grant which is sponsored by the U.S. Department

of Homeland Security. The goal of the grant is to enhance, through financial assistance, the safety of the public and firefighters regarding fire and fire-related hazards. In an effort to receive more favorable consideration, the Hatboro, Horsham and Montgomery Township Fire

Departments are requesting authorization to submit a regional grant application to purchase new radios required to operate on Montgomery County's upgraded system. The Department of Fire Services is also requesting authorization to submit an individual application to replace approximately 7,250 feet of aging fire hose. Resolution #7 made by Supervisor Candyce Fluehr Chimera, seconded by Vice Chairman Michael Fox and adopted unanimously, approved the submission of a regional grant application in the amount of \$175,000 for the purchase of forty-six (46) radios and an individual grant application in the amount of \$40,000 for the purchase of approximately 7,250 feet of varying size hose.

Resolution #8 made by made by Supervisor Michael Fox, seconded by Supervisor

Robert Birch and adopted unanimously, approved the construction escrow release #2 for LDS

#671 for 127 Stevers Mill Road in the amount of \$10,122.00.

Resolution #9 made by made by Supervisor Michael Fox, seconded by Supervisor

Robert Birch and adopted unanimously, approved the construction escrow release #2 for LDS

#667 for the Goodwin Tract at 131 Stevers Mill Road in the amount of \$1,300.00.

Chairman Joseph Walsh made a motion to approve the payment of bills. Supervisor Candyce Fluehr Chimera seconded the motion. The payment of bills was unanimously approved as submitted.

Under other business, Chairman Joseph Walsh made a motion, #10, to authorize the Township Solicitor to oppose the Zoning Hearing Board application for Wilkinson Five Point Ltd Partnership – 640 Cowpath Road – BJ's Gasoline Sales, and to enter an appearance to defend the Township's position. Supervisor Robert Birch seconded the motion and it was approved unanimously.

Also, under other business, the Montgomery Township Municipal Sewer Authority is requesting a waiver of permit fees for the construction of a pole barn structure at the Eureka Treatment Plant. Resolution #11 made by Chairman Joseph Walsh, seconded by Vice Chairman Michael Fox and adopted unanimously, approved the request of the Municipal Sewer Authority to waive the permit fee of \$575.38 for the construction of a pole barn structure at the Eureka Treatment Plant.

Further, under other business, Township Solicitor Frank Bartle reported that the Township previously authorized the acquisition by condemnation of the 51.52 acre parcel of property located at 1216 Stump Road owned by the Zehr Family Partnerships No. 1 & 2. The Township is required to put into escrow the amount of Estimated Just Compensation that it thinks is the fair market value for the property. The Township did obtain an appraisal on the property and has subtracted from that number the projected costs for remediation of the property to make sure that it is in compliance with environmental regulations. The Township has also subtracted the unpaid real estate taxes on the property. The net result is a figure of Estimated Just Compensation of \$1,533,958.00. This is the amount that will be paid to the Condemnee. The motion also authorizes the Township to pay the real estate taxes on the property. Resolution #12 made by Supervisor Robert Birch, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized payment of the Estimated Just Compensation to the Zehr Family Partnerships No. 1 & 2 in the amount of \$1,533,958.00 in connection with the condemnation of the property; and further directed the Township Finance Director to remit payment of Delinquent School District, County and Township Real Estate Taxes, including Penalty and Interest, for the years 2011 through 2013 in the amount of \$158,330.30 and payment of School District, County and Township Real Estate Taxes for the year 2014 in the amount of \$47,311.43.



Minutes of Meeting of November 24, 2014

Page 8

Lastly, under other business. Township Manager Lawrence Gregan reported that it has been recommended by the lighting consultant for the Architect of the Recreation and Community Center that the Township consider changing the proposed lighting in the Gymnasium area from the currently specified Metal Halide bulbs to LED's. The equipment/installation cost for this lighting would add a cost of \$12,628.00. The Township's consultant is recommending that the Township consider this change order favorably for the LED lighting. Resolution #13 made by Supervisor Robert Birch, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, approved Change Order Electrical #006 to change the Gym Lighting to LED lights at a cost of \$12,628.

There being no further business to come before the Board, the meeting adjourned at 9:08 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

SUBJECT: Announce Winners of Holiday Lights Contest

MEETING DATE: December 15, 2014 ITEM NUMBER: #6

MEETING/AGENDA: ACTION NONE

REASON FOR CONSIDERATION: Operational: Policy: Discussion: xx Information:

INITIATED BY: Brian Forman, Recreation Director BOARD LIAISON: Michael J. Fox, Liaison to

Park & Recreation Board

BACKGROUND:

The Montgomery Township Recreation Department recently completed the 11th Annual Holiday Lights Contest. Entries were due on Friday, December 5th and judging took place on Tuesday, December 9th by representatives from Township staff and the Park and Recreation Board.

Montgomery Township would like to thank the families who decorated their homes and participated in the contest (addresses listed below) and recognize them for their outstanding spirit of the season. All participants will receive a Certificate of Appreciation from the Township. The four winners will also receive a lawn sign and a gift certificate from a local business. Winning categories are: Most Colorful, Most Traditional, Most Variety and Grand Prize Winner – "Car Stopper."

Participants:

104 Fairview Drive, Lansdale 17 Spur Road, Lansdale 134 Thames Drive, North Wales 127 Oxford Lane, North Wales 2012 Highland Court, North Wales 403 Evergreen Court, North Wales

Winners:

Most Colorful: 104 Fairview Drive, Lansdale
Most Traditional: 127 Oxford Lane, North Wales
Most Variety: 134 Thames Drive, North Wales

Grand Prize Winner - "Car Stopper": 17 Spur Road, Lansdale

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:					
None.					
BUDGET IMPACT:					
None.					
RECOMMENDATION:					
Recognize the winners and p	articipants of	the 2014 annual Ho	oliday Lights Co	ntest.	
MOTION/RESOLUTION:					
BE IT RESOLVED by the Bo winners and participants in the				t we hereby recog	nize th
MOTION:	SECOND:				
ROLL CALL:					
Robert J. Birch	Aye	Opposed	Abstain	Absent	
Candyce Fluehr Chimera	Aye	Opposed		Absent	
Michael J. Fox	Aye	Opposed		Absent	
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent	
Joseph P. Walsh	Aye	Opposed	Abstain	Absent	

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS **BOARD ACTION SUMMARY**

SUBJECT: An	nounce the Res	signation of Part-	time Firefighte	er		
MEETING DATE	: Decembe	er 15, 2014	ITE	M NUMBER:	#7	
MEETING/AGEN	IDA:		ACTION X	X	NONE	
REASON FOR C	ONSIDERATION	ON: Operational	: xx Policy	: Discussio	n: Information:	
INITIATED BY:	Fire Services	ak, Director of e, Director of Ad		,	ph P. Walsh, Chairman	
BACKGROUND:		4		00		
Montgomery Township wishes to recognize and acknowledge the employment and resignation of William Norris, Firefighter, who worked for the Department of Fire Services on a part-time basis since May 3, 2012. Bill's separation was effective November 24, 2014.						
The Township app	oreciates Bill's s	service and wish	es him well in	his future ende	avors.	
ZONING, SUBDI None.	VISION OR LA	AND DEVELOP	MENT IMPAC	<u>:T:</u>	*	
PREVIOUS BOA None.	RD ACTION:					
ALTERNATIVES None.	OPTIONS:					
BUDGET IMPAC None.	<u>T:</u>					
RECOMMENDA	TION:					
Acknowledge the Montgomery Town		d resignation of	William Norris	from his position	on as Firefighter-Part time	with
MOTION/RESOL	.UTION:					
					we hereby recognize the tgomery Township.	
MOTION:		SECO	ND:			
ROLL CALL:						
Robert J. Birch Candyce Fluehr (Michael J. Fox Jeffrey W. McDor Joseph P. Walsh	nnell	Aye Aye Aye Aye Aye	Opposed Opposed Opposed Opposed Opposed	Abstain Abstain Abstain Abstain Abstain	Absent Absent Absent Absent	

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS **BOARD ACTION SUMMARY**

SUBJECT:

Public Hearing - Proposed Zoning Text Amendment - R3B - Age Qualified Residential Zoning

District - Ordinance #14-284-Z

MEETING DATE: December 15, 2014

ITEM NUMBER: #8

MEETING/AGENDA:

WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX

Information: Discussion:

Policy:

INITIATED BY:

Bruce S. Shoupe

Director of Planning and Zoning

BOARD LIAISON: Joseph P. Walsh

Chairman

BACKGROUND:

Richard McBride, Esq. on behalf of the Cutler Group, has submitted a proposed text amendment to the R3B Zoning District regulations governing the Enclave at Montgomery development. The proposed change involves modifying three aspects of the lot criteria for age restricted units in the R3B Zoning District.

The text amendment proposes to revise Section 230-53.3C (1) to allow single-family detached dwelling units on fee simple lots with a minimum lot size of 6,000 square feet vs. 7,000 square feet and a minimum lot width, at the building setback line, of 60 feet vs. 70 feet. The amendment also proposes that "exterior access structures for basements," may extend not more than 15 feet into the rear yard setback and Section 230-53.11E(3)(c) allowing "exterior access structures for basements" to extend not more than 10 feet for attached dwelling units.

A copy of the proposed ordinance which would provide for the zoning amendment is attached, as well as review letters from the Township and County Planning Commissions.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

Public hearing was advertised for this date.

ALTERNATIVES/OPTIONS:

The Board could approve or deny this request.

BUDGET IMPACT:

None

MOTION

RECOMMENDATION:

That the rezoning request be approved.

MOTION/RESOLUTION:

The Resolution is attached.

ROLL CALL:	3	LCOND		
Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

SECOND

Resolution

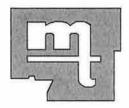
BE IT ORDAINED AND ENACTED by the Board of Supervisors of Montgomery Township this 15th day of December 2014, that we hereby approve Ordinance #14-284-Z, which amends the R3B – Age Qualified Residential Zoning District.

The text amendment proposes to revise Section 230-53.3C (1) to allow single-family detached dwelling units on fee simple lots with a minimum lot size of 6,000 square feet and a minimum lot width, at the building setback line, of 60 feet. The amendment also proposes that "exterior access structures for basements," may extend not more than 15 feet into the rear yard setback for detached dwelling units and Section 230-53.11E(3)(c) to all "exterior access structures for basements" may extend not more than 10 feet for attached dwelling units.

MOTION BY:	
SECOND BY:	VOTE:
DATE:	

xc: F. Bartle, B. Shoupe, MCPC, MTPC, M. Stoerrle, Minute Book, Resolution File, File

	Ordinance Text Amendment
Case	R3B Age Qualified Residential Zoning District
Date	12/15/14 Public Hearing
	Board Exhibits
B-1	Application - Ordinance #14-284-Z
B-2	Posting of Property 12-5-14
B-3	Proof of Publication 12-1-14 and 12-8-14
B-4	MCPC Review Letter 10-24-14
B-5	MTPC Minutes - 11-20-14
B-6	MCPC Revised Review Letter 12-5-14
B-7	Letter to Adjoining Property Owners
B-8	
B-9	
B-10	
B-11	
	Applicant Exhibits
A-1	
A-2	
A-3	
A-4	
A-5	
A-6	
A-7	
A-8	
A-9	
A-10	
A-11	
A-12	
A-13	
A-14	
A-15	
建设置制度	Other Exhibits



MEMORANDUM

TO:

Board of Supervisors

FROM:

Planning Commission

Jonathan Trump, Chairman

DATE:

November 20, 2014

RE:

Zoning Text Amendment

- R3B Age Qualified Residential Zoning District

The Planning Commission has reviewed the above named text amendment and would like to recommend to the Board of Supervisors that this plan be approved subject to satisfactory compliance with all comments of the Township consultants.

AGENDA ITEMS

- Text Amendment R3B District
- Text Amendment BP District
- Narayan Guest House Nand Todi
- DEP Sewer Planning Modules
 - North Wales Crossing Shopping Center
 - o Montgomery Mall
- McDonald's Horsham Township

MONTGOMERY TOWNSHIP PLANNING COMMISSION

November 20, 2014

The November 20, 2014, meeting of the Montgomery Township Planning Commission was called to order by Chairman Jonathan Trump at 7:30 p.m. In attendance were Commissioners Michael Beatty, Jay Glickman, Leon McGuire, James Rall and Ellen Reynolds. Commissioner Steven Krumenacker was absent. Also present were Bruce Shoupe, Director of Planning and Zoning, Candyce Fluehr Chimera, Supervisor Liaison, and Ken Amey, Township Planning Consultant.

The minutes of August 21, 2014, were approved as submitted.

There were no public comments.

Text Amendment - R3B District

The first item on the agenda was a presentation for the Text Amendment to the R3B Zoning District. Ordinance. Chuck Splendore, representing The Cutler Group, was present to address this proposal. Mr. Splendore provided an overview of the entire area for reference: Montgomery Walk - 169 age restricted attached dwellings; Montgomery Pointe - 109 non-age restricted attached dwellings; Montgomery Preserve – 35 single age restricted dwellings; Montgomery Knoll – 33 single non-age restricted dwellings. Mr. Splendore explained that the section which had been designated for commercial use was now going to be for residential use. He explained that the market had changed so much that this was a more feasible plan. The proposal was for 26 single age restricted dwellings and 16 attached age restricted dwellings. The units would be much like those in Montgomery Preserve, but would be 40 foot wide and approximately 2,400 square feet, which is smaller than the Preserve. Mr. Splendore further indicated that the text amendment would allow for the lot size minimum to be 6,000 square feet and the minimum lot width to be 60 square feet. It would also allow for decks, patios, porches and exterior access structures for basements to be extended in to setback by not more than 10 feet. Some members of the Planning Commission were surprised that residential would sell better than commercial. Mr. Splendore stated that this was the way the market was moving now. Mr. Trump questioned the berm along Route 309. Mr. Splendore stated that this would be permanent and provide a buffer from Route 309. The Cutler Group would be providing more landscaping along the berm. Mr. Rall expressed his concern that this was at least the third time that this ordinance had been changed. He did not feel it was reasonable that the applicant wanted to change the zoning regulations as the market changed.

Another issue to arise was the option of an HOA. Mr. Splendore stated that there would be a HOA for this development. Ms. Chimera asked if the community center from the other developments would be open to these residents. Mr. Splendore explained that they would not be, but they are working on alternatives. Mr. Glickman stated that he would rather see residential uses as opposed to commercial uses. He did not want to see the ground remain vacant or not maintained after the rest of the development was completed. A motion was made by Mr. Glickman, seconded by Ms. Reynolds, to recommend to the Board of Supervisors that the text amendment be approved. Motion carried 5-1, with Mr. Rall opposed.

Text Amendment - BP District

The next item on the agenda was a proposal for a text amendment to the BP-Business Professional Zoning District Ordinance. Jim Garrity, attorney, Mark Lowen, architect, and Ron Kloss, engineer, were present to discuss this proposal. Mr. Garrity explained that their proposal was for a text amendment to the BP Zoning District to permit something called congregate care/independent senior living. The proposed use is described as a combination of senior day-care and a residential use. The use is further described as private dwellings, without a kitchen. Suites could range from 350 square feet for studios to over 1,000 Sq. Ft. for larger two bedroom units. Typical services provided include daily meals, housekeeping, laundering, private bus transportation, and various activities. He stated that the proposed text amendment includes increasing the maximum building height from 35 feet to 48 feet along with decreasing the side yard setbacks from 40 ft. to 25 ft. for buildings and 15 ft. for other structures on the street side and from 20 feet to 18 feet for buildings and 10 feet for other structures on the adjoining lot side. Mr. Lowen distributed a booklet which depicted what the proposed building would look like, inside and outside. He advised that there were many amenities, including a restaurant, a library and a movie theater. Ms. Chimera asked what the rent would be. Mr. Lowen advised that it would be approximately \$2200 - \$2400 for a studio; and \$3000 - \$3500 for a two bedroom. Mr. Garrity stated that they had submitted a text amendment and it had been reviewed by the County Planning Commission and Township Staff. A staff meeting had also been held to discuss this proposal. Mr. Garrity explained that their age restriction was age 62, which is higher than the federal age of 55 for this type of facility. He stated that the site had already been approved for a 3 story office building. He felt that this was a less dense use. Mr. Garrity explained that under the previous plan approval, they had agreed to build the Montgomery Glen extension road the complete length of their property, and planned on doing the same under this plan. A discussion occurred regarding the set back and the proposed height of the building. The Planning Commission was concerned that this would set a precedent for the BP District and that other areas would be able to also have a four story building. Mr. Amey stated that at the staff meeting there was concern about the height of the building so near to the Golf Course. He believed that Mr. Garrity was to revise the text amendment and resubmit to the Township for review. After some further discussion, it was decided that the applicant would revise the text amendment and resubmit to the Township. This would then be rescheduled for the Planning Commission to discuss.

Narayan Guest House

Next on the agenda was a discussion of the plan for the Narayan Guest House. Joshua Gross, engineer, and David Caracausa, realtor, were present to address this plan. Mr. Gross advised that this would be located on County Line Road between Stump Road and Kenas Road. He explained that this would be

apartments for the personnel from Bharatiya Temple which was located at 1612 County Line Road. Mr. Gross further advised that they had been before the Zoning Hearing Board and had received a special exception to have a religious use within the Residential District. The structure will consist of eight units with parking. It will only be used for housing for the priests and other personnel associated with the Bharatiya Temple. A deed restriction will be placed on the property stating that it would be used for residential purposes only. Mr. Gross stated that they had also received variances for this property. Mr. Caracausa stated that the property was approximately 3 acres and the variance granted approval to build with less than 5 acres. Mr. Gross explained that the plan had been reviewed by the Township consultants and most outstanding issues had been resolved. However, he advised, that there were several waivers which they were requesting. He further advised that the Township Engineer and Landscape Architect had no objection to the waiver requests. Those waivers are as follows:

- Section §205-18.A.(3) Storm Drains A waiver is requested from the requirement to
 provide storm pipe with a minimum internal pipe diameter of 15 inches. An infiltration
 and storage area for a portion of the property (Retention Bed 'B') controls a small
 portion of roof area and the use of 12 inch diameter pipe in the bed and for the discharge
 pipe will adequately convey the flow and will require less excavation and a smaller
 disturbed area. (The consultants have no objection to this waiver.)
- 2. Section §205-22.A Sidewalks A deferral from the requirement for sidewalks along County Line Road is requested. A fee-simple acquisition of additional frontage along the property has been completed by Penn DOT. A current Penn DOT plan proposes road widening and installation of curbing, sidewalk, and sound barriers along the property frontage, scheduled to be bid December 1, 2014. (The consultants have no objection to this waiver. However, they would recommend that sidewalk be installed along the entrance drive to provide a connection to County Line Road.)
- Section §205-52.D.(1)(d) Parking Area Landscaping A waiver is requested from the
 requirement to provide continuous concrete curbing around all planting islands. One
 planting island is required and has been provided with continuous raised concrete curbing.
 A second curbed area includes a portion of depressed curb for stormwater runoff
 conveyance. (The consultants have no objection to this waiver.)
- 4. Section §205-52.D.(1)(e) Parking Area Landscaping A waiver is requested from the requirement to provide one shade tree for each 290 square feet of planting island to allow a stone channel through an island to convey storm water runoff from the parking area. There are two proposed islands of 200 square feet each. One island will include a tree, and a second tree will be provided adjacent to the parking area. (The consultants have no objection to this waiver.)
- Section §205-78.A.(I) and §205-79.A.(I) Drafting Standards A waiver is requested from the requirements to use a scale of 100 feet to the inch for preliminary plans and 40 feet to the inch for final plans. The plans use 30 feet to the inch to provide a higher level of detail and better legibility. (The consultants have no objection to this waiver.)
- 6. Section §205-78.B.(1) Existing Features A waiver is requested from the requirement to provide existing features within 400 feet of the site. An aerial map has been provided in the plan set showing existing features within 400 feet, which should adequately depict the

surrounding area. (The consultants have no objection to this waiver.)

Some discussion followed regarding the waivers. The Planning Commission had no objection to the waivers, however, they did feel that sidewalks should be installed along the entrance drive to provide a connection to County Line Road. After further discussion, a motion was made by Mr. Glickman, seconded by Mr. Beatty, to recommend to the Board of Supervisors that this plan be approved subject to satisfactory compliance with all comments of the Township consultants. The motion further recommended that the waiver requests be granted, with the exception that sidewalk be installed along the entrance drive to provide a connection to County Line Road. Motion carried unanimously.

DEP Sewer Planning Modules

- North Wales Crossing Shopping Center
- Montgomery Mall

The next items on the agenda were DEP Sewer Planning Modules for both the North Wales Crossing Shopping Center and Montgomery Mall. Mr. Shoupe explained that it was necessary for both projects to submit full Planning Modules as there is not enough sewer capacity and they would drain toward the Hatfield Treatment Plant. Mr. Shoupe also stated that the North Wales Crossing Shopping Center was proposing a DSW Shoe Store, a Total Hockey Store, and possibly up to three restaurants. He stated that the Mall was proposing three restaurants for inside the Mall and two freestanding restaurants. A motion was made by Ms. Reynolds, seconded by Mr. Rall, to authorize Mr. Shoupe to sign the Component for both projects and to recommend to the Board of Supervisors that these Modules be approved for submittal to DEP. Motion carried unanimously.

McDonald's - Horsham Township

Mr. Shoupe stated that the Township had received plans for renovations to the McDonald's at English Village Shopping Center. He explained that while the building was in Horsham Township, the parking lot was in Montgomery Township. The renovations included the playground area and another drive-thru. After some discussion, the consensus of the Planning Commission was that this should be deferred to Horsham Township.

A discussion arose regarding the demolition at the BJ's site. Mr. Shoupe gave an explanation as to what was being done.

Ms. Reynolds presented a synopsis of the Board of Supervisors meeting.

The December meeting will be cancelled.

This meeting was adjourned at 9:30 p.m.

Respectfully submitted:
Marita Stoerrle
Development Coordinator/
Recording Secretary

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

JOSH SHAPIRO, CHAIR
LESLIE S. RICHARDS, VICE CHAIR
BRUCE L. CASTOR, JR., COMMISSIONER



MONTGOMERY COUNTY PLANNING COMMISSION

Montgomery County Courthouse • PO Box 311 Norristown, Pa 19404-0311 610-278-3722

> FAX: 610-278-3941 • TDD: 610-631-1211 WWW.MONTCOPA.ORG

> > JODY L. HOLTON, AICP EXECUTIVE DIRECTOR

December 5, 2014

Mr. Lawrence Gregan, Manager Montgomery Township 1001 Stump Road Montgomeryville, Pennsylvania 18936

Re: MCPC #05-0114-023

Plan Name: Parkview at Montgomery I - An Amendment:

Residential-3B Age-Qualified District (33 lots/33 dus comprising 10.36 acres)

Situate: Enclave Boulevard (E)/North of Destiny Way

Montgomery Township

Applicant's Name and Address
The Cutler Group, Inc.
5 Apollo Road – Suite 1
Plymouth Meeting, PA 19462

Contact: Richard McBride, Esq.

Phone: 610-941-5316 rpm@rpmcbridelaw.com

Dear Mr. Gregan:

We have reviewed the above-referenced amendment and sketch plan in accordance with Sections 609 and 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on November 4, 2014. We forward this letter as a report of our review and recommendations.

Background

The submission is a minor revision of a previously submitted text amendment which proposes a text amendment to the township's R-3B Age-Qualified Residential District and a land development with an accompanying sketch plan – *Parkview at Montgomery*, dated September 11, 2014. The code amendment proposes Article IX-A, Section §230-53.3C (1), which would allow single-family detached (building) with fee simple lotting to have a minimum lot size area of 6,000 square feet (inclusive of any easement areas) and a minimum lot width, at the building setback of 60 feet. The revised amendment proposes that "deck, patios or covered porches and exterior access structure for basements, may extend not more than 15 feet into the rear yard setback".

The proposed sketch plan's site development would complete the Enclave at Montgomery, and offer an alternative to the single-family detached, age-restricted residences in the Montgomery Preserve portion of the Enclave at Montgomery. The development tract represented in the submitted sketch plan is a +/-8.6-acre development tract. It is comprised of Tax Parcels #46-00-00076-33-6 and #46-00-000076-01-3, which are located in the R-3B District.

Comment

The Planning Commission provided the Township with review comments for this proposal in a letter dated October 24, 2014. The current submission is a minor revision of this proposal and our review

comments regarding the text amendment and sketch plan contained in this letter remain relevant and pertinent in the Township's consideration of this proposal. We have no additional comments that we feel are warranted by the revision in the amendment.

Recommendation

We recommend approval of the zoning text amendment and sketch plan proposal provided that the comments contained in our letter of October 24, 2014 are addressed to the satisfaction of the township and the proposed plan complies with your municipal land use regulations and all other appropriate regulations.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

Sincerely,

Bang W. Jeffies

Barry W. Jeffries, ASLA Senior Design Planner

610-278-3444 - bjeffrie@montcopa.org

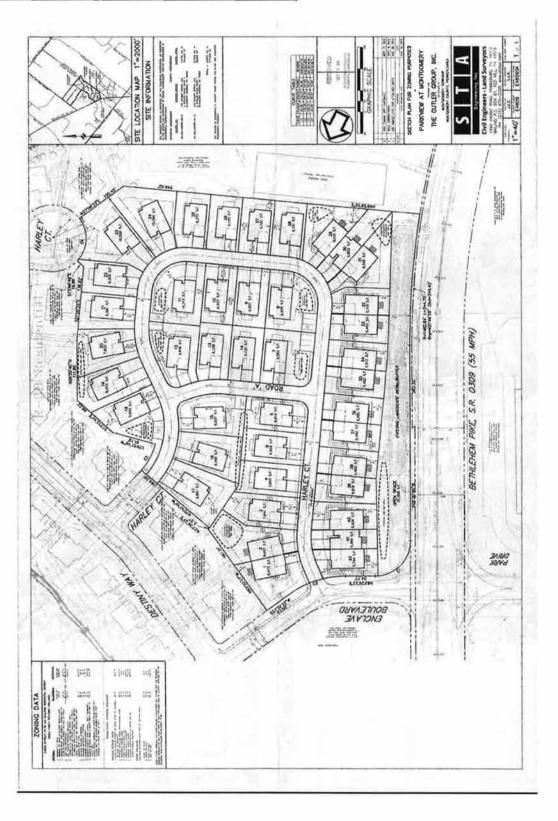
c: The Cutler Group, Inc., Applicant Richard McBride, Esq., Applicant's Representative STA Engineering, Inc., Applicant's Engineer Marita Stoerrle, Twp. Development Coordinator Jonathan Trump, Chrm., Twp. Planning Commission Bruce Shoupe, Twp. Zoning Officer/Planning Consultant Frank A. Bartle, Twp. Solicitor Russell Dunlevy, Twp. Engineer

Attachments: Reduced Copy of Applicants' Plan

Aerial View of the Development Site

-3-

Applicant's Sketch Plan -- Parkview at Montgomery



Cutler Parkview at Montgomery



MONTGOMERY COUNTY BOARD OF COMMISSIONERS

JOSH SHAPIRO, CHAIR LESLIE S. RICHARDS, VICE CHAIR BRUCE L. CASTOR, JR., COMMISSIONER



MONTGOMERY COUNTY PLANNING COMMISSION

MONTGOMERY COUNTY COURTHOUSE • PO Box 311 Norristown, Pa 19404-0311 610-276-3722

FAX: 610-278-3941 • TDD: 610-631-1211 WWW.MONTCOPA.ORG

> JODY L. HOLTON, AICP EXECUTIVE DIRECTOR

October 24, 2014

Mr. Larry Gregan, Manager Montgomery Township 1001 Stump Road Montgomeryville, Pennsylvania 18936 RECEIVED

OCT 2.7 2014

MONTGOMERY TOWNSHIP

Re: MCPC #05-0114-022

Plan Name: Parkview at Montgomery I - An Amendment:

Residential-3B Age-Qualified District (33 lots/33 dus comprising 10.36 acres) Situate: Enclave Boulevard (east)/

north of Destiny Way Montgomery Township Applicant's Name and Address
The Cutler Group, Inc.
5 Apollo Road—Suite 2
Plymouth Meeting, PA 19482

Contact: Richard McBride Phone: 610-941-5316

rpm@rpmcbridelaw.com

Dear Mr. Gregan:

We have reviewed the above referenced amendment and sketch plan in accordance with Sections 609 and 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on September 29, 2014. We forward this letter as a report of our review and recommendations.

Background

The applicant proposes an amendment to the township's R-3B Age-Qualified Residential District and a land development with an accompanying sketch plan — Parkview at Montgomery, dated September 11, 2014. The code amendment proposes Article IX-A, Section §230-53.3C (1). The amendment would allow single-family detached (building) with fee simple lotting to have a minimum lot size area of 6,000 square feet (inclusive of any easement areas) and a minimum lot width, at the building setback of 60 feet.

Sketch Plan— Parkview at Montgomery

The sketch plan development proposes 26 single-family detached age-restricted and 16 attached single-family, age-restricted units, thus proposing a total of 42 age-restricted units. This plan incorporates the proposed new minimum lot area of 6,000 square feet. The proposed sketch plan's site development would complete the Enclave at Montgomery, and offer an alternative to the single-family detached, age-restricted residences in the Montgomery Preserved portion of the Enclave at Montgomery. The development tract represented in the submitted Sketch Plan is a +/- 8.6-acre development tract. It is comprised of Tax Parcels #46-00-00076-33-6 and #46-00-00076-01-3, which are located in the R-3B District.

Our most recent review letter pertaining to this tract was in a letter to the township dated, January 16, 2013. Numerous planning commission review letters have addressed the much larger site development, of which the subject development is the last developable component in a much larger residential development tract, previously submitted and approved in October 2007. It proposed the construction of 148 townhouses in two areas of a 41.6-acre development tract. The planning commission has prepared numerous reviews for various development tracts within this larger site development.

This tract in the January 2013 review letter was known as Parcel "D" and Parcel "E" (a future commercial parcel). It takes access from Enclave Boulevard and is near Bethlehem Pike (Route 309). The surrounding properties along Enclave Boulevard are also in the R-3B Zoning District. The existing condition of the site is mostly a large area of vacant land with a portion along the (south)eastern tract boundary that appears wooded. There are no existing structures on this portion of the tract. The new dwelling units will be served by public sewer and water.

Zoning Text Comments

We support the proposed zoning text amendment to permit 6,000-square foot lots and a minimum lot width of 60 feet in the R-3B District and offer the following recommendations as a means to strengthen the proposal.

- 1. Architectural and Building Design Standards. We recommend the Township consider incorporating standards to avoid creating a wall of façades and garage doors near the streetscape. Standards are needed to ensure that the structures vary the façade projection. Building standards help to mitigate the visual impacts on adjacent properties and ensure the building will fit into the surrounding community. We suggest including a pitched roof requirement, compatible building materials, and an appropriate façade projection regulation. We suggest the code incorporate window standards on side wall, given the reduction in lot size and privacy concerns. A regulation is needed to ensure that windows are arranged in a manner so that they do not line up with each other given the limited side yard setbacks.
- 2. Small-Lot Arrangement and Privacy. The smaller lots and small side-yards and back-yards give the residents very limited opportunity for effective outdoor space with some measure of privacy. We recommend the code amendment incorporate a provision that states residential structures and lots "shall be arranged in a manner to provide private areas for lot owners." This can be accomplished with landscape elements in combination with architectural screens or walls with vines or similar measures.

Sketch Plan Comments

Pedestrian Access:

a. Bethlehem Pike Sidewalks - The plan does not show the required sidewalks along the applicant's Bethlehem Pike roadway frontage. This is a needed amenity and we recommend the preliminary land development plan include a sidewalk or an appropriate width pathway that varies in alignment along Route 309 Bethlehem Pike. An improved pedestrian pathway or sidewalk can provide residents potential access to the shopping areas southeast of this tract and connections to other neighborhoods.

- b. Pedestrian Access Easement and Connection to Harley Court We recommend that the site plan include a defined area on Lot #23 to provide a permanent access easement/ pedestrian connection between this neighborhood and Harley Court. A pathway/easement area could connect to Harley Court and provide pedestrian access to a Montgomery Knoll and an existing permanent access easement area shown on the site plan to English Village in Horsham Township.
- 2. Potential Stormwater BMPs Areas. The site plan shows ten potential Stormwater Management BMP areas. These are shown mainly on individual private lots and it is not clear if these will be managed by the individual lot owner or by a homeowners association. We recommend that the township ensure these facilities are maintained by a homeowners association and inspected annually to ensure their performance and long-term effectiveness in managing stormwater. Many local governments have third party certified inspectors perform annual inspections to help ensure the long-term effectiveness of these facilities.

Recommendation

We recommend approval of the zoning text amendment and sketch proposal provided that the above mentioned review comments are addressed to the satisfaction of the township and the proposed plan complies with your municipal land use regulations and all other appropriate regulations.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

Sincerely,

Bany W. Jeffies

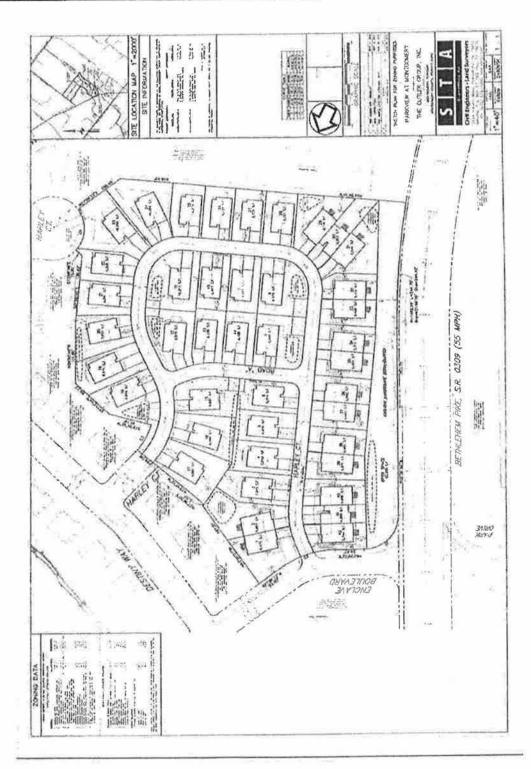
Barry W. Jeffries, ASLA Senior Design Planner 610-278-3444 - bjeffrie@montcopa.org

c: The Cutler Group, Inc., Applicant Richard McBride, Applicant's Representative J. Michael Brill, & Assoc., Applicant's Engineer Marita Stoerrie, Twp. Development Coordinator Jonathan Trum, Chrm., Twp. Planning Commission Bruce Shoupe, Twp. Zoning Officer/Planning Consultant Frank A. Bartle, Twp. Solicitor Russell Dunlevy, Twp. Engineer

Attachments: Reduced Copy of Applicants' Plan

Aerial View of the Development Site

Applicant's Sketch Plan -- Parkview at Montgomery



Cutler Parkview at Montgomery



From: Richard McBride [mailto:rpm@rpmcbridelaw.com]

Sent: Monday, November 03, 2014 10:55 AM

To: Bruce S. Shoupe

Cc: Marita A. Stoerrle; Chuck Splendore; Ken Amey (kenamey@aol.com)
Subject: ENCLAVE AT MONTGOMERY - FRONT PORTION - TEXT AMENDMENT

Bruce – here is a modified text amendment which contains the same provisions as were previously forwarded in September, and which have already been the subject of the MCPC review dated October 24, 2014. This addresses the concern over "bilco doors". Note the language that I have added both with regard to detached dwellings and attached dwellings. The black lined wording in each is what has been added to the balance of the language which already exists in Article IXA. R-3B Age Qualified Residential District. Hopefully you can forward over to the County Planning Commission and note the simplicity of the refinement, so that they might want to merely forward out a letter addendum to their October 24, 2014 report.

Chuck Splendore has noted his discussion with you as to assurance that the five units per acre density for the attached dwelling units is not exceeded in this proposed final phase to be known as Parkview. Here is a plan which Chuck has marked up to note the total area of the proposed 26 detached units is 6.02 acres. That would translate into a density of 4.31 units per acre for these age restricted detached units. Recall that the current Ordinance allows for a density of 3.5 units per acre for the entirety of the project, rather than 3.2 units per acre, provided that the entire density of the Enclave contains a minimum of 60% age restricted dwelling units. With the proposed 42 age restricted units in Parkview, coupled with 169 age restricted in Montgomery Walk and 35 age restricted in the Preserve, out of a total of 388 units, the percentage of age restricted units will be in excess of 63%.

Bruce - thanks for your help, Chuck and I appreciate. Any questions - get back to either of us.

Dick

MONTGOMERY TOWNSHIP MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE #14-294-Z

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF ARTICLE IX-A [R-3B AGE QUALIFIED RESIDENTIAL DISTRICT] OF THE MONTGOMERY TOWNSHIP ZONING ORDINANCE OF 1952, AS AMENDED

ADOPTED:

MONTGOMERY TOWNSHIP

Montgomery County, Pennsylvania

ORDINANCE #14-214 -Z

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF ARTICLE IX-A [R-3B AGE QUALIFIED RESIDENTIAL DISTRICT] OF THE MONTGOMERY TOWNSHIP ZONING ORDINANCE OF 1952, AS AMENDED.

NOW, THEREFORE, it is hereby ENACTED and ORDAINED by the Montgomery Township Board of Supervisors, that Article IX-A [R-3B Age Qualified Residential District] of the Township's Zoning Ordinance shall be amended as follows:

SECTION 1. Amendment to Article IX-A

§230-53.3C1. Single-family detached dwelling (building) with fee simple lotting to be amended as follows:

Lot size minimum (square feet)

6,000 (inclusive of any easement area)

Minimum lot width, at actual building setback (feet)

60

Decks, patios or covered porches, <u>and exterior</u> <u>access structures for basements</u>, may extend not more than 15 feet into the rear yard setback

§230-53.11E(3)(c)

Decks, patios, porches, or other building projections, including exterior access structures for basements, may extend into the required minimum setbacks by not more than 10 feet, provided same is clearly depicted on the recorded subdivision/land development plan

SECTION 2. Repeal and Ratification.

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

SECTION 3. Severability.

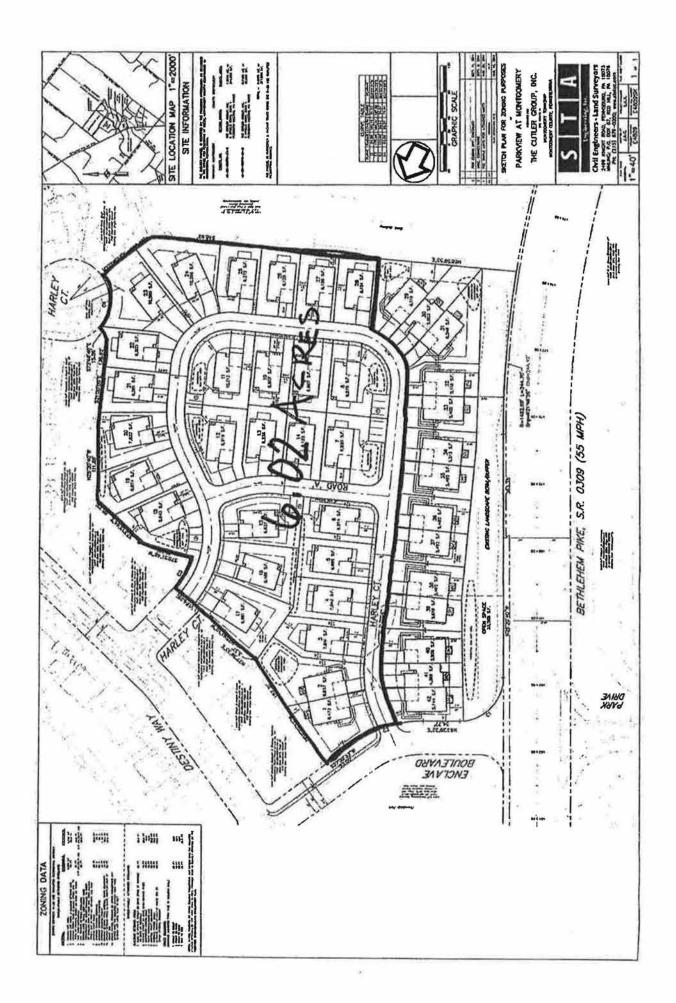
Should any section, paragraph, sentence, clause, or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect, and for this reason the provisions of this Ordinance shall be severable.

SECTION 4. Effective Date.

This Ordinance shall become effective five (5) days after enactment.

BOARD OF SUPERVISORS
JOSEPH P. WALSH, Chairperson

ORDAINED AND ENACTED this day of , 2014, by



APPLICATION

FOR

CHANGE OF ZONING/TEXT AMENDMENT

MONTGOMERY TOWNSHIP 1001 STUMP ROAD MONTGOMERYVILLE, PA 18936

REVISED: 1-2013

Application for Change in Zoning/Text Amendment

Montgomery Township, Montgomery County, Pennsylvania

Date of Application: September 1	16, 2014
Application is hereby made for Chapter 230 and the Montgom	an amendment to the Code of the Township of Montgomery, nery Township Zoning Map.
Applicant's name: (Corporation)Th	e Cutler Group, Inc.
	avid Cutler, President
Applicant's address: <u>5 Apollo Ros</u>	d, Ste. One, Plymouth Meeting, PA 19462
Phone # 610-940-9800	Fax# 610-940-9808
E-Mail	
Owner's name (title holder) - Attach copy of Deed	ne Cutler Group, Inc.
Owner's Address Same as above	ve
Phone #	Fax #
E-Mail	
- Attach copy of Deed and Agreement	
Applicant's Attorney Richard P. McBi	ride, Esquire
200	Ste, Two, Plymouth Meeting, PA 19462
Phone # 610-834-1046	Fax #610-941-5316
E-Mail rpm@rpmcbridelaw.com	

Description of Property Involved:

Location	Rt. 309 and Encla	ave Boulevard	-
Block & Unit#	46-00-00076-33-	5 and 46- <u>00-00076-</u> 01-3	
Present Zoning	Classification	R-3B - Age Qualified Residential District	
Parcel Size 7.	9176 AC and 0.749	99 AC	

Applicant's Reasons for Rezoning/Text Amendment Request:

To complete final portion of the Enclave at Montgomery development by offering the public an alternative to the single family detached age-restricted unit currently being constructed/marketed in the Montgomery Preserve portion of the Enclave. The Montgomery Preserve dwelling unit is a 50 foot wide single family dwelling unit containing approximately 3,250 square feet. This final portion to be known as "Parkview" of the Enclave would containing 26 single family detached age restricted units, which would be 40 feet wide with an approximate square footage of 2,400 square feet per unit, developed in concert with 16 attached units - 42 total units - all age restricted.

Applicant requests that above referenced tract be cha N/A	nged in zoning classification from a
*****	district to a
	district

Montgomery Township Rezoning/Text Amendment Application Checklist:

- 1. Plans attached to Petitions for shall contain the following information:
 - a) Plans to be prepared by a Registered Land Surveyor or Professional Engineer.
 - Name, date, address of the Surveyor or Engineer preparing the plans and description.
 - c) Complete scaled dimensions of property involved (all bearings and distances).
 - d) Block and unit number of property involved
 - Owners of record of all adjoining properties, including deed book and page number. Attach a separate list to petition.
 - f) Zoning classification of all adjoining properties.

- g) Existing use of all adjoining properties regardless of zoning classification.
- h) Existing use of subject property involved regardless of zoning classification.
- i) Description using the dimensions as shown on this plan.
- Area of property involved to be shown in acreage and square feet.
- k) If owner of tract, Include a copy of the Deed with the application. If equitable owner, include a copy of the Deed and latest Agreement of Sale.
- Width of abutting roadway (right-of-way, cartway, improved or unimproved).
- m) If lot is in subdivision, show lot number(s), section number, name and recording information of the subdivision.
- n) A detailed description of the proposed change(s) to the zoning code.
- 2. Any other information as may be required by the Zoning Officer of Montgomery Township.
- Ten (10) sets of plans and descriptions, attached to the Rezoning/Text Amendment Petition, and folded to no larger than 8.5" x 11" and one plan set in electronic pdf format.
- Four (4) copies of a traffic study for the site (see Chapter 205, Article XVI for details) for rezoning request.
- Two checks made payable to "Montgomery Township".

- Filing Fee

\$2,000.00

- Escrow Deposit

\$5,000.00

 Administrative fee of 7% of charges incurred in conjunction therewith; if none incurred, minimum administrative fee of \$50.00.

All application fees paid are non-refundable and intended to cover all overhead, administrative and miscellaneous expenses of the Township. Escrow deposits will be returned to the applicant, without interest, after the proceedings are complete and after all appropriate charges have been made to the escrow account.

I verify that the statements made in the above application are true and correct. I understand that false statements herein are made subject to penalties of 18PACS S4904 relating to unsworm falsification to authorities.

The Cutler Group, Inc.

(Corporation name, if applicable)

The Cutler Group Ir

By:

David Guller, Pres.

ENCLAYE AT MONTGOMERY DEVELOPMENT MIX CALCULATION

Gross Site Acreage Total Allowable Units Total Proposed Units 113.6074 Ac. x 3.5 = 397.62 = 388

Age Qualified - as a % of total DU

Proposed

Allowable

63%

60% min.

Age Qualified Dwelling Units

- Montgomery Walk 169 units
- The Preserve 35 units
- Parkview 42 units

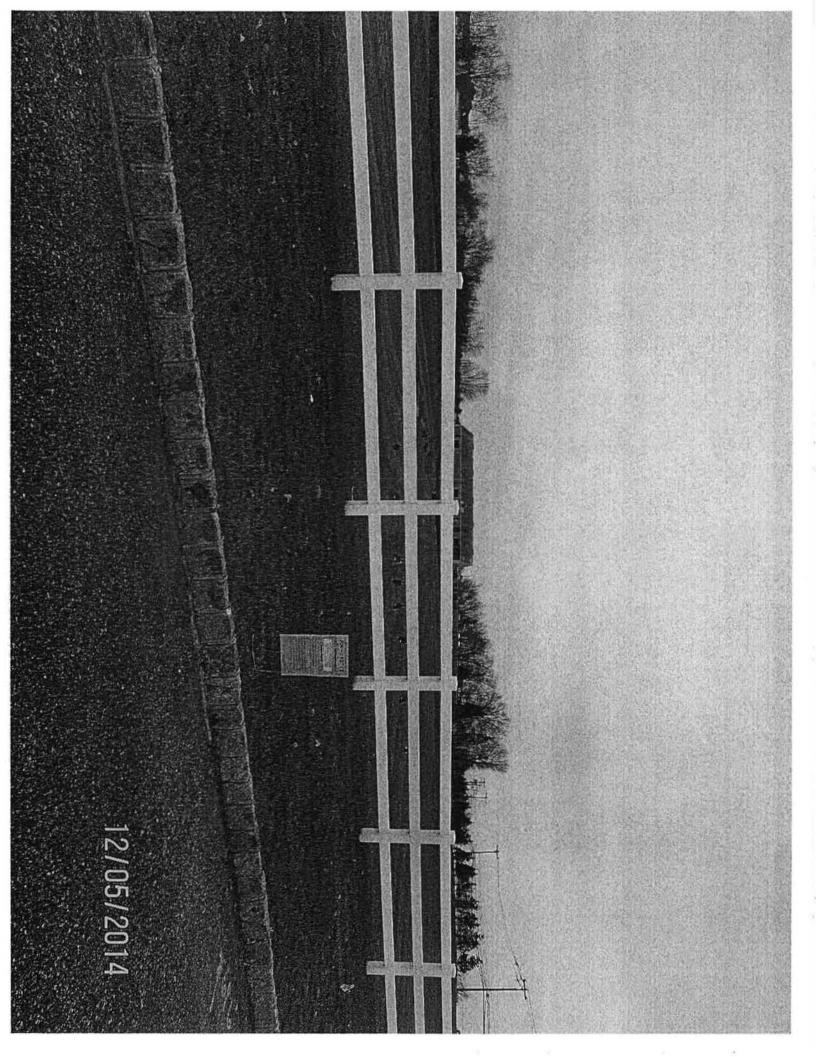
Total age qualified units = 246

Non- Age Qualified Dwelling Units

- Montgomery Pointe 109 units
- Montgomery Knoll 33 units

Total non-age qualified units =142





ZONING NOTICE

size from a minimum of 7,000 to 6,000 square feet.

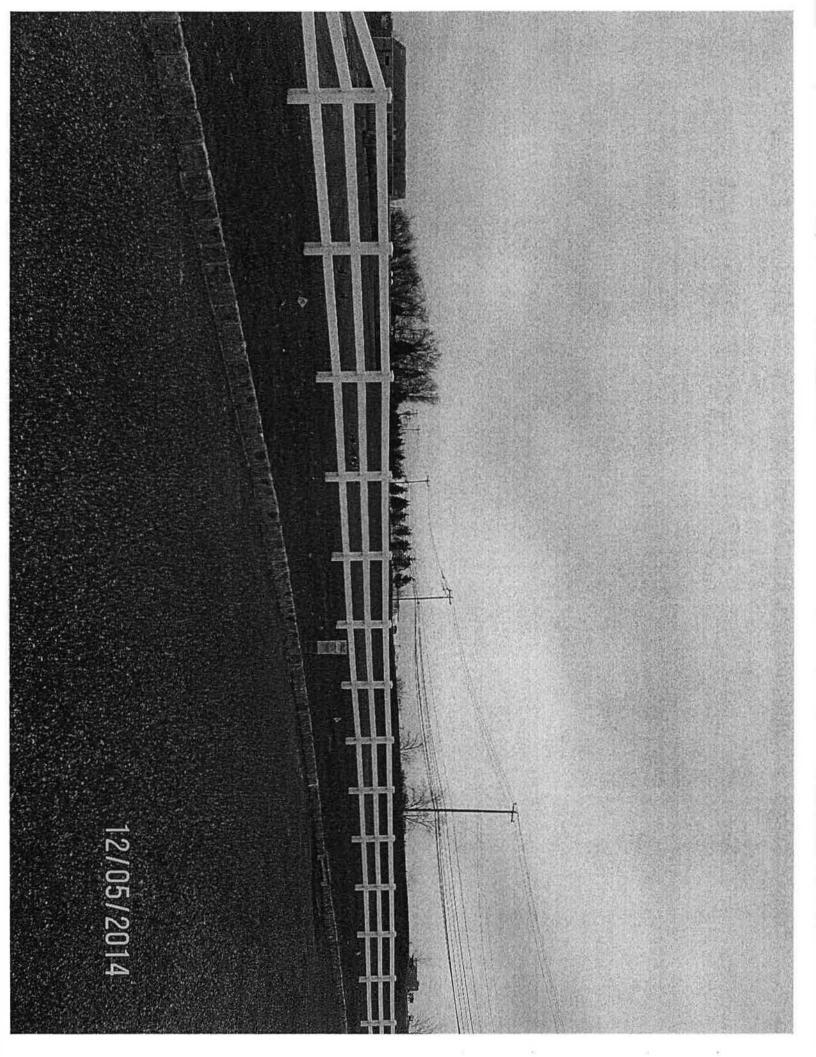
at

has appealed to the Bosso of Sopersisins a proposed text amendment to the R3B Zoning District regulations sideration of . governing the Montgomery Walk development to provide a change in the layout of the front of the development adjacent to Bethlehem Pike at Enclave Boulevard. The proposed change involves modifying two aspects of the lot criteria for age restricted detached units in the R3B Zoning District. The minimum lot width is proposed to be reduced from 70 feet to 60 feet and reducing the minimum lot

under authority The 2 BUREA OF SUPERVISORS of the MONTGOMERY TOWNSHIP ZONING ORDINANCE invites all interested parties to appear and be heard at a PUBLIC HEARING to be held in the Montgomery Township Building located at 1001 Stump Road, on December 15, 2014 at ______ p.m.

THIS ZONING NOTICE must be displayed in a conspicuous place in FRONT of the premises PLAINLY VISIBLE TO PASSERSBY and kept there for the Seven Days preceding the PUBLIC HEARING. The applicant is responsible for the maintenance of this notice and should it be destroyed or removed, must immediately obtain another copy.

Zoning 012/05/2014



Proof of Publication of Notice in The Reporter

COPY OF NOTICE IN PUBLICATION

MONTGOMERY TOWNSHIP

LEGAL NOTICE

On Monday, December 15, 2014, after 8:00PM, the Montgomery Township Board of Supervisors, during its regularly scheduled meeting, will conduct two public hearings to consider enactment of the following zoning ordinances:

ORDINANCE 14-283-Z: An Ordinance amending the Montgomery, Township Zoning Ordinance as follows: (1) Article II [Definitions], Section 230-5 [Word Usage; Definitions] to include "congregate care/independent senior living" as a defined term; (2) Table 230-A to provide for "congregate care/independent senior living" as a permitted use in the BP Business Office and Professional District; (3) Article XIV [BP Business Office and Professional District], Section 230-B1 [Height Regulations]; Section 230-B2 [Area, Width And Yard Regulations]; and Section 230-B3 [Special Regulations] to provide for height, area, width, yard, building coverage, density, parking and special regulations for congregate care/independent senior living, and Section 230-B3 [Special Regulations] to exclude certain special regulations from abplying to properties abutting golf course.

ORDINANCE 14-284-Z; An ordinance amending Article IX-A [R-3B Age Qualified Residential District] of the Montgomery Township Zoning Ordinance to provide (1) minimum tot size, width, and structure setback regulations for Single-family detached dwelling (building) with fee simple lotting; and (2) minimum building projection setback regulations for complementary commercial uses.

The full text of this ordinance amendment may be examined.

cal uses.

The full text of this ordinance amendment may be examined, without charge, and copies may be obtained for a charge no greater than the cost thereof, at the Montgomery County Law Library, the Montgomery Township Building, during normal business hours, Monday through Friday 8:30AM until 4:30PM, and the Offices of this Newspaper.

The public is invited to attend and will be given an opportunity to provide comments regarding this proposed ordinance. Persons with disabilities, wishing to attend the public meeting and requiring auxiliary aid, service or other accommodations to participate, should contact the Montgomery Township Director of Administration & Human Resources at 215-393-6900.

At the conclusion of the hearings, the Board will consider enactment of these ordinances, unless it deems additional time is required for consideration and discussion, in which case it will hold an additional public hearing/meeting at an announced date and time for that purpose.

LAWRENCE J. GREGAN Township Manager

Township Manager LAN Dec 1, 8 - 1a

State of Pennsylvania County of Montgomery

} ss

Maureen Schmid

designated agent of THE REPORTER, being duly sworn, deposes and says that THE REPORTER, a daily newspaper of general circulation, published at Lansdale. Montgomery County, Pennsylvania, was established in the year of 1870, and has been regularly issued and published in Montgomery County continuously thereafter and for a period of more than six months immediately prior hereto, the printed notice or publication attached is an exact copy of a notice published in the regular edition and issues of THE REPORTER on the following dates, viz

December 1, 2014

December 8, 2014

and that said advertising was inserted in all respects as ordered.

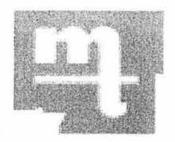
Affiant further deposes that he/she is the proper person duly authorized by THE REPORTER, a newspaper of general circulation, to verify the foregoing statement under oath and that affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.

Sworn to and subscribed before me this

day of December, 2014

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL MARCIA B. BURNS, Notary Public Lansdale Boro., Montgomery County My Commission Expires November 20, 2015



MONTGOMERY TOWNSHIP DEPARTMENT OF PLANNING AND ZONING

1001 STUMP ROAD, MONTGOMERYVILLE, PA 18936-9605 Telephone: 215-393-6920 · Fax: 215-855-1498 www.montgomerytwp.org

NOTICE

December 8, 2014

Re:

Proposed Zoning Text Amendment

Age Qualified District - R3B

The Cutler Group

Hartman Road and Bethlehem Pike

Dear Neighbor:

This letter is to advise you that the Montgomery Township Board of Supervisors will be holding a public hearing to consider proposed Ordinance #14-284-Z, a request by The Cutler Group for a text amendment to the existing R3B Age Qualified Residential Zoning District regulations.

The text amendment proposes to revise Section 230-53.3C (1) to allow single-family detached dwelling units on fee simple lots with a minimum lot size of 6,000 square feet (inclusive of any easement areas) and a minimum lot width, at the building setback line, of 60 feet. The amendment also proposes that "exterior access structures for basements," may extend not more than 15 feet into the rear yard setback.

The proposed amendment is reflected in the attached site sketch plan.

In order to receive public comment on this request, the Board of Supervisors has set Monday, December 15, 2014, after 8:00 p.m., in the Township Building as the date, time and place for the public hearing.

As you are a nearby property owner, or had previously expressed interest in this application, we wanted to advise you of this hearing date.

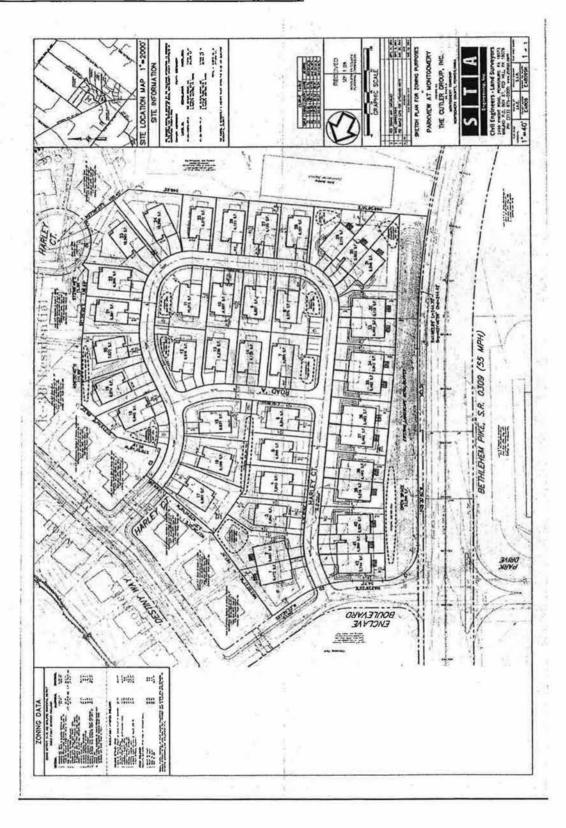
Sincerely,

Bruce S. Shoupe

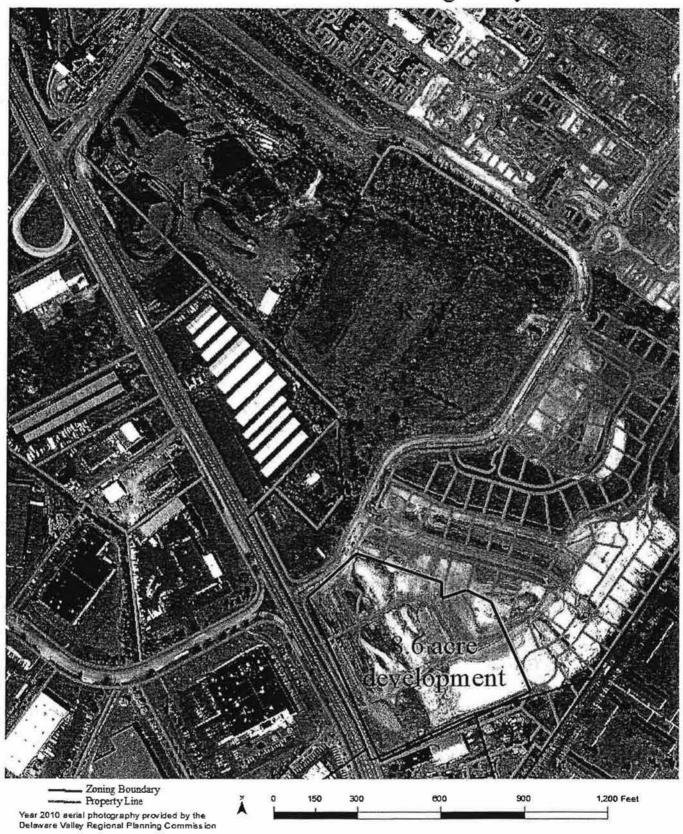
Director of Planning

and Zoning

Applicant's Sketch Plan -- Parkview at Montgomery



Cutler Parkview at Montgomery



or Current Resident 100 DESTINY WAY NORTH WALES PA 19454

RAJAPPA MANIKANDAN & or Current Resident 106 DESTINY WAY

NORTH WALES PA 19454

GUDAPATI KRISHNA & TUMMALA or Current Resident 98 DESTINY WAY NORTH WALES PA 19454 MOHANAN MANOHAR & MUKKARA or Current Resident 102 DESTINY WAY NORTH WALES PA 19454

> BHATT BINAL or Current Resident 108 DESTINY WAY NORTH WALES PA 19454

DESAI PRAGNESH & PAYAL P or Current Resident 207 HARLEY CT PLYMOUTH MEETING PA 19462 CHIN MICHAEL B & WEN YUEN or Current Resident 104 DESTINY WAY NORTH WALES PA 19454

VERMA NAVNEET & MATHUR AJITA or Current Resident 110 DESTINY WAY NORTH WALES PA 19454

SINGH AMRIK or Current Resident 218 HARLEY CT PLYMOUTH MEETING PA 19462

MONTLONERY WALL HOA MONTGONERY POINT HOA

Montgomery Twp



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Montgomery Township Sewer Authority 2015 Budget

MEETING DATE:

December 15, 2014

ITEM NUMBER:

MEETING/AGENDA:

ACTION

NONE

REASON FOR CONSIDERATION: Operational:

Policy:

Discussion: xx

Information:

INITIATED BY: Shannon Q. Drosnock-

Finance Director

BOARD LIAISON: Joseph P. Walsh, Chairman

Liaison - Sewer Authority

BACKGROUND:

Attached please find a copy of the 2015 Montgomery Township Municipal Sewer Authority (MTMSA) budget for your consideration as it was presented at the publicly held budget workshop meeting in October. The Board of the MTMSA approved this budget at their regular meeting on October 15, 2014.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

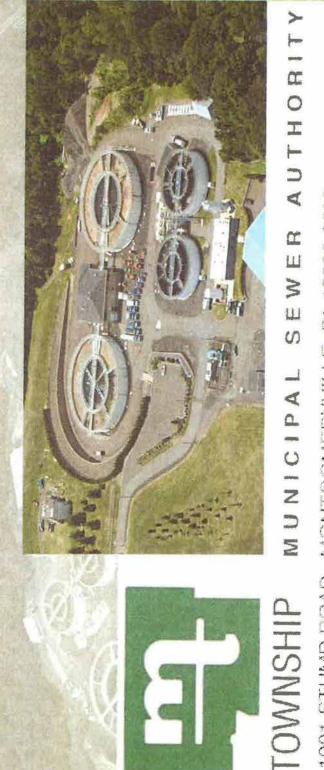
Consider approval of the MTMSA 2015 Budget.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Montgomery Township Municipal Sewer Authority budget for the fiscal year 2015 for the period from January 1, 2015 to December 31, 2015.

MOTION:	SECOND:			
ROLL CALL:				
Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera Michael J. Fox	Aye Aye	Opposed Opposed	Abstain Abstain	Absent Absent
Jeffrey W. McDonnell Joseph P. Walsh	Aye Aye	Opposed Opposed	Abstain Abstain	Absent Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.



1001 STUMP ROAD, MONTGOMERYVILLE, PA 18936-9605



MONTGOMERY

SUMMARY OF 2015 BUDGET

No rate increase

2.5% overall salary increase

Continue pro-active sewer line maintenance throughout township

Utilizing staff for construction of capital projects wherever possible for cost effectiveness

Construction of Influent Flow Equalization System at Eureka

	Actual 2013	Budget 2014	YTD 8/30/2014	Budget 2015		
REVENUE						
Residential Sewer Rental	\$ 4,451,028	\$ 4,377,500	\$ 3,308,656	\$ 4,339,238		
Commercial Sewer Rental	1,025,336	960,100	782,471	1,188,805		
Total Sewer Rentals	5,476,363	5,337,600	4,091,127	5,528,043		
Tapping Fees	404,718	250,000	75,724	350,000		
Other Revenue	532,675	332,007	292,248	313,050		
TOTAL REVENUES	\$ 6,413,757	\$ 5,919,607	\$ 4,459,099	\$ 6,191,093		
EXPENDITURES						
Administrative :						
Payroll & Related	\$ 268,857	\$ 261,953	\$ 199,410	\$ 274,067		
Legal Fees	47,894	83,000	24,253	62,000		
Engineering Fees	205,007	310,000	124,132	230,000		
Other Office Expenditures	321,979	282,522	157,933	121,200		
Total Administrative Expenditures	843,736	937,475	505,728	687,267		
Plant:						
Plant Payroll & Related	935,521	1,026,839	644,327	1,083,953		
Insurance	81,020	79,748	76,126	76,126		
Operating Supplies, Rentals & Repairs	62,777	76,500	58,227	85,000		
Other Office Expenditures	78,779	68,650	68,149	121,200		
Depreciation & Amortization	1,572,979	1,575,000	1,575,000	1,615,804		
Total Plant	2,731,076	2,826,737	2,421,830	2,982,084		

Net Revenue in Excess of Expenditures	\$ 675,443	\$ 145	\$ 650,360	\$ 218,751
TOTAL EXPENDITURES	\$ 5,738,314	\$ 5,919,462	\$ 3,808,739	\$ 5,972,342
Treatment Fees	1,201,956	1,185,000	279,739	1,246,800
Misco	-	1,500	-	1,500
Sewer System	25,638	15,200	37,465	102,000
Knapp Road Load Shaver Tank Site	1,558	5,000	2,193	7,500
Knapp Road Load Shaver Pumping Station	27,202	10,000	903	18,500
Montgomery Avenue Pumping Station	116	2,500	242	1,500
Park Creek II Pumping Station	6,427	20,000	2,336	11,000
Park Creek I Pumping Station	7,717	8,750	9,191	13,650
Gwynedd Lea Pumping Station	13,849	16,000	4,050	8,650
Eureka WWTP	839,693	872,000	522,096	844,276
Knapp Road Pumping Station	39,346	19,300	22,966	47,616

MONTGOMERY TOWNSHIP MUNICIPAL SEWER AUTHORITY FIVE-YEAR CAPITAL IMPROVEMENT PLAN

EM NO.	PROJECT	2013	2014	YEAR/ESTIN 2015	MATED PROJECT 2016	2017	2018	2019
1 Eureka W	/WTP Influent Screening System	57,000	380,000					
2 Eureka W	/WTP Honey-Dipper Offload Station improvements		40,000	510,000				
3 Eureka W	/WTP Influent Flow Equalization System	50000	1,000,000	1,800,000				
4 Basins A/	B and C/D/G Collection/Conveyance System Rehab		250,000	300,000	325,000	350,000	375,000	400,000
5 Construc	tion/Maintenance Equipment Purchase/Replacement							
a. Bulk H	auling Tanker/Truck		220,000					
b. 8.5 To	n Dump Truck			62,000				
6 Eureka W	/WTP Tank "A" Anoxic Mixer Gear Box Replacement		17,000	18,000	18,500			
7 Basin "E"	Manhole Rehabilitation		10,000	70,000				
8 Potential	HTMA WWTP Capital IImprovements		52,000	370,000	160,000	60,000	15,000	170,000
9 Eureka W	/WTP Security Improvements		150,000	30,000	50,000			
10 Collectio	n System Lateral Camera Purchase		15,000					
11 SCADA S	ystem Enhancements			100,000	15,000	15,000		
12 Preventa	tive Maintenance Program Automation (App)			50,000	10,000	10,000		
13 Flow Me	ter Replacements			30,000	30,000	30,000	30,000	30,000
14 Eureka W	/WTP Manual Primary Switchgear Bypass			20,000				
15 Eureka W	/WTP VFD Replacements Upgrades			45,000	46,000	48,000	50,000	
16 Eureak W	/WTP Primary Feeder Breaker Replacements/Upgrades						136,000	
17 Eureka W	/WTP Ferrous Sulfate Storage Tank Replacements				78,000			
18 MISCO In	dustrial Park Area Collection System Rehab				36,000	366,000		
19 Eureka V	/WTP Masonry Building Waterproofing & Misc. Repairs				30,000			
20 Eureka V	/WTP Grit Removal Facilities Modifications					300,000		
21 Equipme	nt Storage/Garage Facility			25,000				
22 Eureka W	VWTP Phosphorous Reduction Facilities							3,500,000
Totals		107,000	2,134,000	3,430,000	798,500	1,179,000	606,000	4,100,000

Notes: All cost estimates include estimated contingencies, engineering, legal and inspection costs and have been based on 2014 construction year pricing. The cost estimates do not include easement or property acquisition costs.

- 1. Project scope involves the installation of an influent screening system at Tank "A" to remove rags and floatable debris to address ongoing O/M concerns in downstream process/treatment equipment.
- 2. Project scope involves the installation of improvements at the existing honey dipper offload station to preliminarily process septic waste prior to discharge to WWTP headworks.
- 3. Project scope involves the installation of a 2.5 MG wastewater storage tank at the Eureka WWTP site to temporarily store wet weather flows discharged to the plant during significant rainfall events related to I/I conditions within the tributary sanitary sewer collection/conveyance system.
- 4. Project scope involves completion of various I/I Reduction Program Projects within existing collection/conveyance systems located in Basins A/B and C/D/G based upon ongoing investigative work performed by MTMSA staff. Work completed in 2014 was focused on Basin "B".
- 5. b. Three older vehicles are being sold to offset part of the cost of the dump truck.
- 6. Project scope involves rebuilding of gear box for Anoxic mixer in Tank "A".
- 7. Project scope involves rehabilitation and/or maintenance of existing manholes within Basin "E", based upon field inspections conducted in 2014.
- 8. Potential HTMA WWTP Capital Improvement Projects are based upon information provided by HTMA Executive Director via email dated 9/9/14. Costs are based on MTMSA's capital cost sharing percentage per current Intermunicipal Sewer Service Agreement.
- 9. Project scope involves installation of additions and enhancements to the security system installed during 2014 at Eureka WWTP site.
- 10. Project scope involves purchase of lateral camera for use in MTMSA's ongoing I/I Reduction Program Investigative activities.
- 11. Project scope involves enhancements to SCADA system, including converting SCADA to run in the "cloud".
- 12. Project scope involves development of an "app" to address the Prevenative Maintenance program at MTMSA. The cost is a broad estimate at this stage of the project but the savings could be significant as a lot of "human error" would be removed from the process.
- 13. Project scope involves replacing flow meters as needed with updated technology and ability to interface directly with the "cloud" environment.

- 14. Project scope involves the installation of a manual switch to bypass the automatic PECO/generator power transfer control system located within the primary plant switchgear in the event of control system malfunction/failure.
- 15. Project scope involves the phased replacement of variable frequency drives located throughout the electrical systems at the plant as they are reaching the end of their useful lives.
- 16. Project scope involves the replacement/upgrading of all circuit breakers 400 Amp and greater throughout the plant electrical systems to incorporate ground fault trip protection.
- 17. Project scope involves replacement of existing 21,000 gallon ferrous sulfate storage tank as it has reached the end of its useful life.
- 18. Project scope involves repair/replacement of defective sections of sanitary sewer collection system within Misco basin to address excessive root growth and I/I issues. Scope of project must further be refined by impending internal pipeline video inspection work. Cost for corrective work will be assessed to Misco sewer district users upon completion.
- 19. Project scope involves the repair of weatherseals amd sealing of block at the Main Control building and Grit building at the plant site to maintain weatherproofing the structures.
- 20. Project scope involves the expansion of the Grit building and installation of a supllemental grit removal vessel to improve efficiency during low flow time periods.
- 21. Project scope involves construction of a steel fabricated building on the Eureka WWTP site to house MTMSA equipment, vehicles and inventoried supplies.
- 22. Project scope involves the installation of a tertiary treatment process to reduce phosphorous concentrations in plant effluent based upon anticipated standards to be established in conjunction with impending Neshaminy Creek TMDL study. Project costs noted are preliminary.

MONTGOMERY TOWNSHIP MUNICIPAL SEWER AUTHORITY SANITARY SEWERAGE FACILITIES FIVE-YEAR CAPITAL IMPROVEMENT PLAN

TELL	PROJECT	YEAR/ESTIMATED PROJECT COST (1)(2)(3)							
NO.		2013	2014	2015	2016	2017	2018	2019	
1	Eureka WWTP Influent Screening System (4)	\$57,000	\$380,000		-	-	-	-	
2	Eureka WWTP Honey-Dipper Offload Station Improvements (5)	_	\$40,000	\$510,000	i—:	-	-	_	
3	Eureka WWTP Influent Flow Equalization System (6)	\$50,000	\$1,000,000	\$1,800,000	_	-		-	
4	Basins A/B and C/D/G Collection/Conveyance System Rehab (7)	_	\$250,000	\$300,000	\$325,000	\$350,000	\$375,000	\$400,000	
5	Construction/Maintenance Equipment Purchase/Replacement (8)	_	_	_	-		-	_	
	a. Bulk Hauling Tanker/Truck	-	\$220,000	-	1-0		_	_	
	b. 8.5 Ton Dump Truck		-	\$62,000	_	-		-	
6	Eureka WWTP Tank "A" Mixer Rehabilitation (9)	_	\$17,000	\$18,000	\$18,500		-	-	
7	Basin "E" Manhole Rehabilitation/Maintenance (10)	_	\$10,000	\$70,000			_	-	
8	Potential HTMA WWTP Capital Improvements (11)	-	\$52,000	\$370,000	\$160,000	\$60,000	\$15,000	\$170,000	
9	Eureka WWTP Security Improvements (12)		\$150,000	\$30,000	\$50,000	_	_	-	
10	Collection System Lateral Camera Purchase (13)	-	\$15,000			_	_	_	
11	Eureka WWTP Emergency Generator Enclosure Roof Replacement (14)	<u> </u>	\$15,000	-	-	-	-	-	
12	SCADA System Enhancements (15)	ş—-	-	\$100,000	\$15,000	\$15,000	_	_	
13	Preventative Maintenance Program Automation (16)	-	-	\$50,000	\$10,000	\$10,000	=	-	
14	Flow Meter Replacements (17)	_	_	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	
15	Eureka WWTP Manual Primary Switchgear Bypass (18)	(0==0)	-	\$20,000	-	_	-	-	
16	Eureka WWTP VFD Replacements/Upgrades (19)	_		\$45,000	\$46,000	\$48,000	\$50,000	-	
17	Eureka WWTP Primary Feeder Breaker Replacements/Upgrades (20)	:: ::	-1	_	_	-	\$136,000	_	
18	Eureka WWTP Ferrous Sulfate Storage Tank Replacement (21)	×	_	_	\$78,000	_	_	-	
19	Misco Industrial Park Area Collection System Rehab (22)	-	; - -	_	\$36,000	\$366,000	_	-	

MONTGOMERY TOWNSHIP MUNICIPAL SEWER AUTHORITY SANITARY SEWERAGE FACILITIES FIVE-YEAR CAPITAL IMPROVEMENT PLAN

ITEM		YEAR/ESTIMATED PROJECT COST (1)(2)(3)							
NO.	PROJECT	2013	2014	2015	2016	2017	2018	2019	
20	Eureka WWTP Masonry Building Waterproofing & Misc. Repairs (23)	-	-	_	\$30,000	_		=	
21	Eureka WWTP Grit Removal Facilities Modifications (24)	-	2 — X	_	_	\$300,000	_		
22	Install Equipment Storage/Garage Facility (25)	_	_	\$25,000	=	-	-	-	
23	Eureka WWTP Phosphorous Reduction Facilities (26)	_	_	_	-	_		\$3,500,000	
	TOTALS	\$107,000	\$2,149,000	\$3,430,000	\$798,500	\$1,179,000	\$606,000	\$4,100,000	

NOTES

- (1) Budgetary project cost estimates include estimated contingencies/engineering/legal/inspection costs, based upon type/scope of each project, unless otherwise noted.
- Budgetary project cost estimates do not include easement or property acquisition costs.
- (3) Budgetary project cost estimates are based upon 2014 Construction Year (September 2014) data, or have been adjusted for future year construction cost.
- (4) Project scope involves the installation of an influent screening system at Tank "A" to remove rags and floatable debris to address ongoing O/M concerns in downstream process/treatment equipment.
- (5) Project scope involves the installation of improvements at existing honey dipper offload station to preliminarily process septic waste prior to discharge to WWTP headworks.
- (6) Project scope involves the installation of a 2.5 MG wastewater storage tank at the Eureka WWTP site to temporarily store wet weather flows discharged to the plant during significant rainfall events related to I/I conditions within the tributary sanitary sewer collection/conveyance system.
- (7) Project scope involves completion of various I/I Reduction Program Projects within existing collection/conveyance systems located in Basins A/B and C/D/G based upon ongoing investigative work performed by MTMSA Staff. Work completed in 2014 was focused on Basin "B".
- (8) Proposed purchase of construction/maintenance equipment for use by MTMSA personnel, as requested by WWTP Special Projects Coordinator. Cost information provided by MTMSA Special Projects Coordinator.
- (9) Project scope involves rehabilitation of three (3) original anoxic mixers within Tank "A" at Eureka WWTP site. Cost information provided by MTMSA Special Projects Coordinator.
- (10) Project scope involves rehabilitation and/or maintenance of existing manholes within Basin "E", based upon field inspections conducted in 2014.
- (11) Potential HTMA WWTP Capital Improvement Projects to be based upon information/costs provided by HTMA Executive Director via e-mail dated 9/9/14. Costs will be based on MTMSA's capital cost sharing percentage per current Intermunicipal Sewer Service Agreement.

MONTGOMERY TOWNSHIP MUNICIPAL SEWER AUTHORITY SANITARY SEWERAGE FACILITIES FIVE-YEAR CAPITAL IMPROVEMENT PLAN

ITEM		YEAR/ESTIMATED PROJECT COST (1)(2)(3)							
NO.	NO. PROJECT	2013	2014	2015	2016	2017	2018	2019	

- (12) Project scope involves installation of improvements to increase security at the Eureka WWTP site, including a controlled access gate, security cameras and building access key card system. Estimated costs provided by MTMSA Manager.
- (13) Project scope involves purchase of lateral camera for use in MTMSA's ongoing I/I Reduction Program investigative activities. Estimated costs provided by MTMSA Manager.
- (14) Project scope involves installation of rubberized roofing system atop generator enclosure at plant site to address infiltration. Estimated costs provided by MTMSA Special Projects Coordinator.
- (15) Project scope involves incorporating enhancement into SCADA system to interface with the "Cloud". Estimated costs provided by MTMSA Manager.
- (16) Project scope involves development of automatic program addressing maintenance requirements of all MTMSA facilities. Estimated costs provided by MTMSA Manager.
- (17) Project scope involves replacement of existing flow meters at all MTMSA metering facilities incorporating updated equipment to interface with the "Cloud".
- (18) Project scope involves the installation of a manual switch to bypass the automatic PECO generator power transfer control system located within the primary plant switchgear in the event of control system malfunction/failure.
- (19) Project scope involves the phased replacement of variable frequency drives located throughout the plant electrical systems as they are reaching the end of their useful life.
- (20) Project scope involves the replacement/upgrading of all circuit breakers 400 Amp and greater throughout the plant electrical systems to incorporate ground fault trip protection.
- (21) Project scope involves replacement of existing 21,000 gallon ferrous sulfate storage tank as it has reached the end of its useful life.
- (22) Project scope involves repair/replacement of defective sections of sanitary sewer collection system within Misco Basin to address excessive root growth and I/I issues. Scope of project must be further refined by impending internal pipeline video inspection work. Cost for corrective work to be assessed to Misco Sewer District users upon completion.
- (23) Project scope involves the repair of weatherseals and sealing of block at the Main Control Building and Grit Building at the plant site to maintain weatherproofing the structures.
- (24) Project scope involves the expansion of the existing Grit Building and installation of a supplemental grit removal vessel to improve efficiency during low flow time periods.
- (25) Project scope involves construction of a steel fabricated building on the Eureka WWTP site to house MTMSA equipment/vehicles. Estimated costs provided by MTMSA Manager.

		RY TOWNSHIP MUNI SANITARY SEWERA E-YEAR CAPITAL IMP	GE FACILITI	ES	ΙΥ			
ITCAA	YEAR/ESTIMATED PROJECT COST (1)(2)(3)							
NO.	PROJECT	2013	2014	2015	2016	2017	2018	2019

(26) Project scope involves the installation of tertiary treatment process to reduce phosphorous concentrations in plant effluent based upon anticipated standards to be established in conjunction with impending Neshaminy Creek TMDL Study. Project costs noted are preliminary, as detailed evaluation of available best technology alternatives can not be completed until actual future effluent discharge limits have been established.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Montgomery Township Municipal Sewer Authority 2014 Tapping Fee Agreements MEETING DATE: December 15, 2014 ITEM NUMBER: #10 MEETING/AGENDA: ACTION NONE REASON FOR CONSIDERATION: Operational: Policy: Discussion: xx Information: INITIATED BY: Karvn Koerwer BOARD LIAISON: Joseph P. Walsh, Chairman MTMSA Manager BACKGROUND: During the public meeting on December 15th, Karyn Koerwer, Manager of the Montgomery Township Municipal Sewer Authority (MTMSA), will present the 2014 Tapping Fees and Development Agreements as approved by the MTMSA Board throughout 2014. ZONING. SUBDIVISION OR LAND DEVELOPMENT IMPACT: None. PREVIOUS BOARD ACTION: None. ALTERNATIVES/OPTIONS: None. BUDGET IMPACT: None. RECOMMENDATION: Review of the Sewer Authority's Tapping Fee Agreements for 2014. MOTION/RESOLUTION: BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we have reviewed the Montgomery Township Municipal Sewer Authority agreements as presented at the public meeting of December 15, 2014. SECOND: ____ MOTION: ROLL CALL: Robert J. Birch Aye Opposed Abstain Absent Candyce Fluehr Chimera Opposed Abstain Absent Aye Opposed Abstain Absent Michael J. Fox Aye

Opposed

Opposed

Abstain

Abstain

Absent

Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Aye

Aye

Jeffrey W. McDonnell

Joseph P. Walsh

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

SUBJECT: Consider Adoption of Montgomery Township 2015 Final Budget

MEETING DATE:

December 15, 2014

ITEM NUMBER: #11

MEETING/AGENDA:

WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: xx

Policy:

Discussion:

Information:

INITIATED BY: Shannon Q. Drosnock

BOARD LIAISON: Robert J. Birch, Supervisor

Finance Director

Liaison - Finance Committee

BACKGROUND:

The Proposed Budget for 2015 was presented to the Board of Supervisors in early October 2014. The Board held four public workshop meetings on the budget in October and approved the Preliminary Budget on November 24, 2014. The proposed budget was advertised on November 25, 2014 for consideration for final adoption at the Board Meeting on December 15, 2014. A brief presentation on the proposed Final Budget will be made at the December 15th public meeting. Please see the attached budget summary documents.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

Adoption of Preliminary Budget.

ALTERNATIVES/OPTIONS:

The deadline for adoption of the Final Budget is December 31, 2014. For any revisions to the proposed final budget, if the estimated revenues or expenses in the final budget are increased more than ten percent in the aggregate or more than twenty-five percent in any major category over the proposed budget, the budget may not be legally adopted with those increases unless it is again advertised once. the same as the original proposed budget, and an opportunity (twenty days) given to taxpayers to examine the proposed amended budget. This would result in delay of adoption of the Final Budget until January 2015 and possible loss of authority to spend money in the new year until a budget is adopted.

BUDGET IMPACT:

Adopts entire budget for the 2015 fiscal year.

RECOMMENDATION:

Adoption of the final 2015 Montgomery Township Budget.

MOTION/RESOLUTION:

There are three (3) separate Resolutions to approve the 2015 Budget. Please see attached three (3) sheets for these Resolutions.

MOTION:	SECOND: _			
ROLL CALL:				
Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

<u>DISTRIBUTION:</u> Board of Supervisors, Frank R. Bartle, Esq.

Resolution

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that the 2015 Montgomery Township Budget be adopted as presented on November 24, 2014 and as advertised on November 25, 2014 and as described in the attached summary.

MOTION BY:

SECOND BY:

VOTE:

DATE:

December 15, 2014

CC:

L. Gregan, S. Drosnock, Minute Book, Resolution File

Resolution

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that the 2015 Tax Levy Resolution of Montgomery Township be adopted as follows:

General Fund

.89 mills or 8.9 cents per every \$100 of assessed value

.24 mills or 2.4 cents per every \$100 of assessed value

Fire Protection

.17 mills or 1.7 cents per every \$100 of assessed value

Park & Recreation

.19 mills or 1.9 cents per every \$100 of assessed value

1.49 mills or 14.9 cents per every \$100 of assessed value

BE IT FURTHER RESOLVED by the Board of Supervisors of Montgomery
Township that Montgomery Township establishes the Homestead Exclusion amount for
the year 2015 at \$30,000, to be applicable to residential properties that are owner
occupied and have been approved by the Montgomery county Board of Assessments.

MOTION BY:

SECOND BY:

VOTE:

DATE:

December 15, 2014

CC:

L. Gregan, S. Drosnock, P. Gallagher, Minute Book, Resolution File

Resolution

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby establish the following street light assessments for 2015:

DISTRICT

ASSESSMENT PER EACH

PROPERTY BENEFITTED

(DWELLING UNIT)

District 1

\$40.00

District 2

\$10.00

MOTION BY:

SECOND BY:

VOTE:

DATE:

December 15, 2014

CC:

L. Gregan, S. Drosnock, P. Gallagher, Minute Book, Resolution File

MONTGOMERY	TOWNSHIP	
2015 FINAL BUDGET		
	2014	2015 Budget
Fund-Dept	Original Budget	
REVENUES		
Subtotal Real Estate Taxes	1,590,800.00	1,626,100.0
Subtotal Earned Income Taxes	4,390,000.00	4,790,000.0
Subtotal Local Enabling Taxes	3,956,000.00	4,065,000.0
Subtotal Permits	525,150.00	579,000.0
Subtotal Licenses	570,800.00	623,750.0
Subtotal Fines	168,000.00	175,000.0
Subtotal Interest	18,800.00	18,300.00
Subtotal Rent	0.00	0.0
Subtotal Grants	503,000.00	503,000.0
Subtotal Departmental Fees	70,900.00	75,750.0
Subtotal Other Financing Sources	76,000.00	76,000.0
Interfund Transfers:		
Subtotal Interfund Transfers	442,650.00	579,800.00
Total General Fund Revenues	12,312,100.00	13,111,700.0
EXPENDITURES		
Subtotal Administration	1,254,685.00	1,342,250.0
Subtotal Tax Collection	221,910.00	231,300.00
Subtotal Benefits and Insurance	0.00	0.0
Subtotal Finance	855,350.00	884,600.0
Subtotal Police	5,945,350.00	6,047,250.00
Subtotal Police Vehicles	257,100.00	258,900.00
Subtotal Fire Protection	85,090.00	85,140.00
Subtotal Planning & Zoning	790,245.00	757,325.0
Subtotal Emergency and VMSC	12,400.00	12,550.00
Public Works - General	,	
Subtotal Public Works - General	1,726,725.00	1,874,385.00
Subtotal Snow Removal	89,000.00	101,100.00
Subtotal Public Works - Traffic Lights	108,200.00	82,550.00
Cubtatal Dublic Marks Ctreat Liebting	40,700.00	40 500 00

19,700.00

30,000.00

896,408.00

19,937.00

12,292,163.00

19,500.00

30,000.00

1,384,850.00

13,111,700.00

0.00

Subtotal Public Works - Street Lighting

TOTAL SURPLUS/DEFICIT GENERAL FUND

Subtotal Pubic Works - Repair

Subtotal Interfund Transfers

Total Expenditures General Fund

MONTGOMERY TOWNS	CTAC	
2015 FINAL BUDGET	·	
	2014	2015 Budget
Fund-Dept Fund-Dept	Original Budget	
FUND 04 DEPARTMENT OF FIRE SERVICES	3	
Revenue subtotal	1,583,600.00	1,112,100.00
Expenditure Subtotal	1,583,600.00	1,112,100.00
TOTAL/SURPLUS/DEFICIT FIRE PROTECTION	0.00	0.00
FUND 05 PARKS AND RECREATION		
Revenue Subtotal	885,400.00	449,600.00
Expenditure Subtotal	885,400.00	449,600.00
TOTAL SURPLUS/DEFICIT FUND 05: PARKS AND RECREATION	0.00	0.00
FUND 06 BASIN MAINTENANCE:		
Revenue Subtotal	400.00	35,400.00
Expenditure Subtotal	82,800.00	85,500.00
TOTAL SURPLUS/DEFICIT FUND 06: BASIN MAINTENANCE	(82,400.00)	(50,100.00
FUND 07 STREET LIGHTS:		
Revenue Subtotal	139,900.00	137,400.00
Expenditure Subtotal	139,900.00	137,400.00
TOTAL SURPLUS/DEFICIT FUND 07: STREET LIGHTS	0.00	0.00
FUND 19: CAPITAL PROJECTS		
Subtotal Revenue Fund 19	23,000.00	0.00
Subtotal Fund 19 Expenses	0.00	0.00
TOTAL SURPLUS/DEFICIT FUND 19: CAPITAL PROJECTS	23,000.00	0.00
FUND 23: DEBT SERVICE		
Subtotal Fund 23 Revenue	516,160.00	527,280.00
Subtotal Expenditures Fund 23	644,850.00	763,650.00
TOTAL SURPLUS/DEFICIT FUND 23: DEBT SERVICE	(128,690.00)	(236,370.00
FUND 30: CAPITAL RESERVE FUND		
Subtotal Revenue Capital Reserve Fund	299,300.00	578,850.00
Subtotal Expenditures Capital Reserve Fund	2,036,050.00	5,876,300.00
TOTAL SURPLUS/DEFICIT FUND 30 CAPITAL RESERVE FUND	(1,736,750.00)	(5,297,450.00
FUND 31: PARK DEVELOPMENT FUND		
Subtotal Revenue Park Development Fund	800.00	91,700.00
Subtotal Expenditures Park Development Fund	0.00	416,000.00
TOTAL SUPPLIES/DESIGN SHAPE DEVELOPMENT SUND	900.00	(324,300.00
Subtotal Revenue Park Development Fund Subtotal Expenditures Park Development Fund TOTAL SURPLUS/DEFICIT FUND 31 PARK DEVELOPMENT FUND		416,0

MONTGOMERY TOWNS	HIP	
2015 FINAL BUDGET		
	2014	2015 Budget
Fund-Dept	Original Budget	zo io budget
FUND 35: LIQUID FUELS	Original Budget	
Subtotal Liquid Fuels Revenues	476,600.00	575,300.00
Subtotal Liquid Fuels Expenditures	383,575.00	541,000.00
TOTAL SURPLUS/DEFICIT FUND 35 LIQUID FUELS	93,025.00	34,300.00
FUND 50: FIRE RELIEF		100
Subtotal Fire Relief Revenue	283,925.00	255,000.00
Subtotal Fire Relief Expenditures	283,925.00	255,000.00
TOTAL SURPLUS/DEFICIT FUND 50 FIRE RELIEF	0.00	0.00
FUND 60: POLICE PENSION		
Subtotal Police Pension Revenues	761,870.00	916,250.00
Subtotal Police Pension Expenditures	761,870.00	916,250.00
TOTAL SURPLUS/DEFICIT POLICE PENSION	0.00	0.00
FUND 65: DEFINED CONTRIBUTION		Company of the compan
Subtotal Defined Contribution Revenue	249,850.00	257,400.00
Subtotal Defined Contribution Expenditure	249,850.00	257,400.00
TOTAL SURPLUS/DEFICIT FUND 65 DEFINED CONTRIBUTION	0.00	0.00
FUND 66: DEFERRED COMPENSATION		
Subtotal Deferred Compensation Revenue	270,950.00	272,400.00
Subtotal Deferred Compensation Expenditures	270,950.00	272,400.00
TOTAL SURPLUS/DEFICIT FUND 66 DEFERRED COMPENSATION	0.00	0.00
FUND 91: ESCROW		
Subtotal Escrow Revenue	250,000.00	250,000.00
Subtotal Escrow Expenditures	250,000.00	250,000.00
TOTAL SURPLUS/DEFICIT FUND 91 ESCROW	0.00	0.00
FUND 92: POLICE DONATION		
Subtotal Police Donation Revenue	0.00	0.00
Subtotal Police Donation Expenditures	0.00	0.00
TOTAL SURPLUS/DEFICIT FUND 92 POLICE DONATION	0.00	0.00
FUND 93: ENVIRONMENT		
Subtotal Environment Revenue	48,700.00	45,500.00
Subtotal Environment Expenditures	48,100.00	390,400.00
TOTAL SURPLUS/DEFICIT FUND 93 ENVIRONMENTAL	600.00	(344,900.00

2014	2015 Budget
Original Budget	
1,700.00	227,400.00
83,200.00	290,500.00
(81,500.00)	(63,100.00
25,600.00	25,550.00
25,600.00	25,550.00
0.00	0.00
100.00	100.00
23,600.00	9,900.00
(23,500.00)	(9,800.00
51,270.00	51,270.00
51,270.00	51,270.00
0.00	0.00
40 470 EEE 00	22 225 000 00
	22,335,000.00 33,349,540.00
(8,104,898.00)	(11,014,540.00
	1,700.00 83,200.00 (81,500.00) 25,600.00 25,600.00 0.00 100.00 23,600.00 (23,500.00) 51,270.00 51,270.00 18,478,555.00 26,583,453.00

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Execute Contract with BS&A for the Purchase and Implementation of an ERP Software Solution

MEETING DATE:

December 15, 2014

ITEM NUMBER: #12

MEETING/AGENDA:

ACTION

NONE

REASON FOR CONSIDERATION: Operational: xx

Finance Director

Policy:

Discussion:

Information:

INITIATED BY:

Shannon Q. Drosnoc

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

In May of 2014, the Board authorized the release of a 'Request for Proposals' (RFP) for an Enterprise Resource Planning (ERP) software solution to administer the Township's business processes and financial records. A total of X8 proposals were received of which four were ultimately invited to make presentations. A team of 12 staff members representing six township departments was created to evaluate the various proposals. Following an extensive 6 month search and evaluation process, the evaluation team is recommending the acquisition and implementation of the BS&A Software System to replace the current Pentamation system

The new software system will handle the administration of township processes and financial records including General Ledger Accounting, Payroll and HR functions, Business Tax Collection, administration and record keeping of building and zoning permitting and code enforcement, a work order module for DPW, escrow processing, fixed asset accounting and business analytics. BS&A continually exceeded other systems throughout many scenarios constructed to mimic numerous functions across the entire spectrum of the Township's current activities and projected future growth.

BS&A was the top choice for over 90% of the team members. Therefore, with near unanimity the Township team strongly recommends purchasing the BS&A software system.

The following points highlight the critical decision making areas:

- The flexibility of the BS&A payroll system allows the Township to handle multiple time entry processes at the same time including centralized time entry, individual employee time entry, off-site self-service portal entry and interfacing with a third party time keeping system. This allows each department to customize the time entry solution that best fits their operational needs.
- The quality of BS&A's knowledge of local government processes and their system allowed Montgomery Township's staff to drill down to a detailed processing level that other vendors were unable to accommodate. During their onsite demonstration, BS&A staff spent time analyzing functions such as Business Tax Administration, specific to Montgomery Township which ultimately led them to create a customized solution for the Business Tax process to which other vendors could not compete.
- BS&A's system offers seamless integration with the Township's current third party provider of GIS mapping and document management. This integration allows the Planning/Zoning Department to integrate the permitting and inspection processes with the GIS mapping system to which they are already trained and accustomed to utilizing.

- BS&A's software solution is extremely customizable to each user. Each user can create their own custom data entry field creating the order of the entry and permitting only requested fields to be available to the user. The extent of their screen customization was far superior to that of the other vendors seen. This feature streamlines the data entry process therefore reducing the amount of staff time needed to process each record. In addition to the customized screens, security by user can be set at each and every function in the system allowing the IT and management team of the Township to enhance the internal controls placed on the Township's financial record keeping.
- The search capability of BS&A's software was extremely robust. Searches could be
 accomplished by using the fuzzy search method which becomes increasingly important in
 the functions of payables and Business Tax Administration. Several of the other software
 products were unable to offer such robust search capabilities. This is an area of severe
 weakness in the Township's current software platform.
- During the onsite demonstration, BS&A's software ran quickly and efficiently as compared to other vendors. Several other vendors' software took quite some time to load data into modules and process various functions. The Township invests a significant amount of money into having a strong, robust IT infrastructure so that down time is minimized. Investing in a software product that performs slowly is counterproductive to the financial commitment the Township has made in technology.

From an IT perspective, the BS&A product is developed on a modern programming platform (.Net) which is very flexible and efficient. Their user interface (UI) was one of the best demonstrated and their support and sales staff all scored high marks across the all departments participating in the evaluation process. We will not need to purchase dedicated hardware to run this new software system as our current hardware system, even though separately scheduled for upgrade in 2015, is robust enough to run the BS&A software effectively.

- BS&A's annual software maintenance agreement includes unlimited support, all product enhancement releases and lastly, if there would be a major platform release, the upgrade is included in the annual maintenance agreement if the Township would upgrade within a year of the platform release. With the Township's current maintenance contract, the Township is restricted on the number of support hours it receives, only some minor updates are included and no platform changes are included. The annual maintenance fee for the BS&A Software is less than the Township's current software maintenance agreement.
- One last area in which BS&A's software stood out from the other products demonstrated
 was its ability to be user-friendly with minimal training required while offering a vast array
 of functions. It has the flexibility to expand its capabilities at no additional cost to the
 Township as the features are already available and controlled simply by a toggle switch
 in the background.

In summary, BS&A rose to the top of the list in the aspects critical to the decision making process. Their platform is modern and will expand with the Township as we move forward, their customer service response time has been fantastic with excellent feedback from their current customers. Their software will greatly reduce the amount of manual intervention, as required with the current software, to administer Township functions and will improve staff's ability to provide excellent customer service both to internal and external customers.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

Authorization to Request Proposals for an Enterprise Resource Planning Software Solution.

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

The estimated proposal costs of the final four vendors selected were as follows:

New World Systems - \$396 K \$44K annual maintenance

BS&A - \$288 K

\$32K annual maintenance

Springbrook - \$216 K

\$40K annual maintenance

Edmunds - \$135 K

\$21K annual maintenance

The total one-time cost of the software, implementation and training is \$287,590 as detailed in the attached proposal. This has been included in the 2014 and 2015 budgets. The annual maintenance cost will be \$32,430 which is approximately \$5,000 less than the Township's current software maintenance contract.

RECOMMENDATION:

Staff recommends that the Board authorize the execution of an agreement with BS&A Software as per the attached proposal.

MOTION/RESOLUTION:

MOTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize staff to execute an agreement with BS&A Software for the purchase of Enterprise Resource Planning software and the associated costs of implementation in the amount \$287.590 as described in the attached proposal dated November 13, 2014.

ROLL CALL:				
Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

SECOND:

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Proposal for Software and Services, Presented to... Montgomery Township, Montgomery County PA November 13, 2014

Quoted by: Steve Rennell



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.

BS&A Software 14965 Abbey Lane Bath MI 48808 (855) BSA-SOFT / fax (517) 641-8960 bsasoftware.com

Contents

Please return all pages, retaining a copy for your records.

Cost Summary; Totals	3, 4, 5, 6, 7
Annual Service Fees	8
Optional Items	9
Acceptance	10
Contact Information	11

Cost Summary

Application and Annual Service Fee prices based on an approximate population of 25,000. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing.

Prices subject to change if the actual count is significantly different than the estimated count.

Applications, New Purchase

Genera	I Ledger .NET	\$12,495
Accour	ats Payable .NET	\$10,645
Cash R	eceipting .NET	\$10,645
Purcha	se Order .NET	\$10,645
Fixed A	ssets .NET	\$10,645
Miscell	aneous Receivables .NET	\$10,645
Work C	Order .NET	\$10,645
Payroll	,NET	\$13,745
Human	Resources .NET	\$12,495
Timesh	eets .NET	\$7,645
Busines	ss Licensing.NET	\$8,745
Building	g Department .NET	\$15,620
AMG- E	Employee Self Service (First year free; annual service fee thereafter)	\$0
Please s	elect the features you would like to use. All of the features can be included without impacting the Annual Service Fee or Management and Implementation Planning Fee.	
П	<u>Personal Employee, Financial, and YTD Info</u> : This requires the use of Payroll .NET. Enables employees to: view/request changes to "master" information such as dependents, addresses, and W4 information; view and reprint check and W2 history, and withholding and direct deposit information; view YTD totals and leave balances. Open enrollment is also available, but requires the use of Human Resources .NET.	
	Employment Opportunities: This requires the use of Human Resources .NET. Enables users to view currently available job postings.	
	<u>Timesheet Entry: My Timesheets</u> : This requires the use of Timesheets .NET. "Timesheet Entry" enables employees to enter timesheet info for other staff, and enables managers to view timesheets for their staff. "My Timesheets" enables employees to enter their own time.	
AMG- F	inancial Dashboards (First year free; annual service fee thereafter)	\$0
	elect the features you would like to use. All of the features can be included without impacting the Annual Service Fee or Management and Implementation Planning Fee.	
D	<u>Financial Reporting</u> : This requires the use of GL/Budgeting .NET. Enables users to print a financial report any time through a web interface.	
	<u>Financial Reporting (Public)</u> : This requires the use of GL/Budgeting .NET. Provides a publicly-available section to enable members of the general public to print the financial reports the municipality has selected to share.	

Manual Journal Entry Approvals: This requires the use of GL/Budgeting .NET. Enables users to approve journal entries they would otherwise have to approve through the .NET application.
 Invoice Approvals. This requires the use of Accounts Payable .NET. Enables users to approve invoices they would otherwise have to approve through the .NET application.
 Purchase Order Approvals: This requires the use of Purchase Order .NET. Enables users to approve purchase orders they would otherwise have to approve through the .NET application.
 View Work Order Schedule: This requires the use of Work Order .NET. Enables users to view work orders scheduled within a specified date range.

Subtotal \$134,615

Data Conversions

Convert existing SunGard Pentamation data to BS&A format:

General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	\$6,250
Accounts Payable (Vendors, Up to 10 years invoices and check history)	\$5,320
Fixed Assets (Asset information, Up to 10 years Transaction history)	\$5,320
Payroll (Conversion/set-up of all EEs, pay codes, expenses, deductions, vacation and leave banks; Year-to-date	\$10,310
information; up to 10 years detailed check history)	
Business License (Business; up to 10 years license history)	\$4,375
Building Department (Property information, open permits and history data) (per database)	\$13,275
Subtotal	\$44.850

No data conversion to be performed for: Cash Receipting Work Order Human Resources

Customizations

Custom Escrow Report	\$2,000
Custom Business Licensing/Tax Renewal Process	\$0
Custom Import of 3th party software to populate Building Department database with parcels, properties, and	\$1,500
current owners.	
Subtotal	\$3,500

Contingency

Significant efforts are made by both parties to ensure that the scope of a project such as this is well-defined. Occasionally, unforeseen situations occur, such as customization requests for non-standard functionality, reporting or integration with a third-party system, or the need for additional training due to process changes, staff changes, etc. In order to easily accommodate these situations during your project, BS&A recommends the establishment of a Contingency budget. This Contingency budget allows for the creation of Custom Business Licensing/Tax Reports.

Contingency

\$5,000

Questions? Please call Steve Rennell at (855) 272-7638 or email srennell@bsasoftware.com

Page 4 of 11

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$23,200

Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days: 3		\$3,300
General Ledger .NET	Days: 2	\$2,20	
Accounts Payable .NET	Days: 2		\$2,200
Cash Receipting .NET	Days: 2		\$2,200
Purchase Order .NET	Days: 3	\$3,30	
Fixed Assets .NET	Days: 1		\$1,100
Miscellaneous Receivables .NET	Days: 2		\$2,200
Work Order .NET	Days: 3		\$3,300
Payroll .NET	Days: 5		\$5,500
Payroll .NET (Retirements)	Days: 2		\$2,200
Human Resources .NET	Days: 2		\$2,200
Timesheets .NET	Days: 3		\$3,300
Building Department .NET	Days: 8		\$8,800
Business License.NET	Days: 2		\$2,200
AMG-Financials	Days: 1		\$1,100
AMG-Employee Self Services	Days: 1		\$1,100
	Total: 42	Subtotal	\$46,200

Post-Go Live Assistance

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A applications
- Assist customers with more detailed and advanced report options available within the BS&A applications
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Post-Go Live for all Financial Mgt apps for which training was performed

Days: 3

\$3,300

Connection Requirements

AccessMyGov-Financials requires a high-speed internet connection (cable modem or DSL).

BS&A requires that all customers utilizing AMG-Financials have either an on-staff IT person, or grant BS&A a remote terminal services ability to the machine on which the service is installed. This is necessary to ensure service availability and quality.

Cost Totals

Not including Annual Service Fees

Applications	\$134,615
Data Conversions	\$44,850
Customizations	\$3,500
Contingency	\$5,000
Project Management and Implementation Planning	\$24,200
Implementation and Training	\$46,200
Post Go-Live Assistance	\$3,300

Total Proposed	\$261,665
rotar roposca	4202,005

Travel Expenses \$25,925

Grand Total (with Travel Expenses)

\$287,590

Payment Schedule

1st Payment: \$69,050 to be invoiced upon execution of this agreement.

2nd Payment: \$134,615 to be invoiced at start of training.

3rd Payment: \$83,925 to be invoiced upon completion of training.

Annual Service Fees, New Purchases

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

General Ledger .NET	\$2,500
Accounts Payable .NET	\$2,130
Cash Receipting .NET	\$2,130
Purchase Order .NET	\$2,130
Fixed Assets .NET	\$2,130
Miscellaneous Receivables .NET	\$2,130
Work Order .NET	\$2,130
Payroll .NET	\$2,750
Human Resources .NET	\$2,500
Timesheets .NET	\$1,530
Business Licensing .NET	\$1,750
Building Department .NET	\$3,120
AMG – Financials	\$2,750
AMG – Employee Self Services	\$2,750
Total Annual Service	\$32,430

Optional Item(s)

Cash Receipting Hardware				
		Q	uantity	Cost
Epson Series Receipt Printer*	\$750	X		= \$
Epson Series Receipt Printer* w/Check Scan	\$1,100	х		= \$
APG Cash Drawer**	\$250	x	_	= \$
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$250	х		= \$
This will add \$ to the Total Proposed.				
*IMPORTANT. The receipt printer must be plugged into shared with other workstations. If more than one workst one receipt printer. Ithaca receipt printers are not compo and is fully compatible with those operating systems.	ation will b	e use	d for rece	eipting, please consider purchasing more than
**If using a previously-purchased receipt printer with thEpsonIthacaOther (please specify)				
Please provide the number of cash drawers that will be hooked	up to the p	rinte		

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- ` custom payment import/lock box import
- ` custom OCR scan-line
- ` custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Acceptance

Signature constitutes...

- An order for products and services as quoted
 Quoted prices do not include Program Customization or training beyond the estimated number of days
- 2. Agreement with the proposed Annual Service Fees
- 3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

Signature	Date	

BS&A PLEDGE. We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

Returning Accepted Proposal to BS&A

Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:

Mail: BS&A Software

14965 Abbey Lane Bath, MI 48808

Fax: (517) 641-8960

Email: srennell@bsasoftware.com

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.

Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail. If additional contacts need to be submitted, please make a copy of this page.

Key Contact for Implementation and Project Management

Name	Title
Phone/Fax	Email
Mailing Address	
City, State, Zip	
IT Contact	
Name	Title
Phone/Fax	Email
Mailing Address	
City, State, Zip	

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Execute Collection Agreement with Berkheimer for Collection of Local Services Taxes

MEETING DATE:

December 15, 2014

ITEM NUMBER:

#13

MEETING/AGENDA:

ACTION xx

NONE

REASON FOR CONSIDERATION: Operational: xx

ERATION: Operational: xx Policy:

Discussion:

Information:

INITIATED BY:

Shannon Q. Drosnock

BOARD LIAISON: Robert J. Birch, Supervisor Liaison – Finance Committee

BACKGROUND:

The Township currently collects a Local Services Tax (LST) on each person employed in the Township. The tax is utilized to fund public safety including police and fire services. This tax, while assessed on each person employed in the Township, is collected by the employer through the payroll process and the employer is responsible for remitting it to the Township Business Tax Office.

The Earned Income Tax (EIT) is also collected through the payroll process and remitted by the employer. The Earned Income Tax is collected by Berkheimer through the Tax Collection Committee (TCC) of Montgomery County.

The TCC has negotiated in their contract with Berkheimer, a collection rate of 1.75% for the collection of the Local Services Tax for a period of 3 years for any municipality in Montgomery County who chooses to utilize Berkheimer for this service.

Combining the collection of both payroll taxes, the EIT and LST, with one collector would minimize confusion among the Township businesses and maximize efficiency in the collection process. It would also allow staff to reduce the costs of consulting services utilized in the Business Tax Office and allow staff to repurpose job functions in order to improve other internal processes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

The Township could continue to collect the Local Services Tax internally.

BUDGET IMPACT:

The approximate cost of outsourcing collections to Berkheimer is \$13,000. Wages and consulting services fees would be reduced by approximately \$16,000. The Proposed 2015 Budget is provisioned with the above described collection changes as discussed during the publicly held budget workshop meetings.

RECOMMENDATION:

Staff recommends that the Board authorize staff to adopt the three attached resolutions for the appointment of Berkehimer, as the Tax Officer for the collection of Montgomery Township Local Services Tax for the period beginning January 1, 2015 and ending on December 31, 2017 at the commission rate of 1.75%.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt attached Resolution #1 authorizing the execution of an agreement with Berkheimer, to be retained as the Tax Officer for collection of Montgomery Township Local Services Tax; and,

BE IT FURTHER RESOLVED that we hereby adopt attached Resolution #2 appointing the Township Finance Director as the liaison between Montgomery Township and Berkheimer, the duly appointed collector of Local Services Tax for the Township, for the express purpose of sharing confidential tax information for official purposes; and,

BE IT FURTHER RESOLVED that we hereby adopt attached Resolution #3, authorizing Berkheimer, Inc., pursuant to Act 192 of 2003-2004, to impose and retain costs of collection on Delinquent Local Services Taxes as set forth in the attached Act 192 fee schedule.

MOTION:	SECOND: _			
ROLL CALL:				
Robert J. Birch Candyce Fluehr Chimera Michael J. Fox Jeffrey W. McDonnell Joseph P. Walsh	Aye Aye Aye Aye Aye	Opposed Opposed Opposed Opposed Opposed	Abstain Abstain Abstain Abstain Abstain	Absent Absent Absent Absent Absent

<u>DISTRIBUTION:</u> Board of Supervisors, Frank R. Bartle, Esq.

RESOI	UTION	NO.	
	IC II CII	110.	

A RESOLUTION OF THE GOVERNING BOARD OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE GOVERNING BOARD TO EXECUTE AN AGREEMENT WITH BERKHEIMER WHEREUNDER BERKHEIMER IS RETAINED AS THE EXCLUSIVE TAX OFFICER FOR THE COLLECTION, ADMINISTRATION, RECEIPT AND ENFORCEMENT OF THE PROVISIONS OF THE RESPECTIVE TAX ENACTMENT OF THE GOVERNING BOARD LEVYING AND ASSESSING THE LOCAL SERVICES TAX FOR THE TERM HEREIN DEFINED, TOGETHER WITH SUCH EXTENSIONS AS MAY BE AGREED UPON, SAID TAX ENACTMENT HAVING BEEN ADOPTED UNDER AND PURSUANT TO THE AUTHORITY OF THE PENNSYLVANIA LOCAL TAX ENABLING ACT; AND APPROVING AND ADOPTING THE RULES AND REGULATIONS PREPARED BY BERKHEIMER TO ADMINISTER AND ENFORCE THE LOCAL SERVICES TAX.

WHEREAS, the Pennsylvania Local Tax Enabling Act ("LTEA") authorizes certain political subdivisions, including, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, to levy, assess and collect a tax on the privilege of engaging in an occupation, as therein with more particularity specified, generally and hereinafter referred to as the "Local Services Tax;" and

WHEREAS, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, by Resolution and/or Ordinance, has levied, assessed and provided for the collection of such Local Services Tax; and

WHEREAS, the LTEA specifies that any such political subdivision may provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

WHEREAS, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, and Berkheimer have negotiated an Agreement whereby and whereunder it will hire Berkheimer to collect the LOCAL SERVICES TAX levicd by Montgomery Township, Montgomery County, and

WHEREAS, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, recognizes the legal obligation and practical necessity for Berkheimer to establish and maintain consistent rules and regulations to be used in the efficient administration and collection of said taxes;

THEREFORE, BE IT RESOLVED that:

- 1. MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, hereby appoints BERKHEIMER as its exclusive collector of its LOCAL SERVICES TAX for the initial term commencing January 1, 2015 and ending December 31, 2017, and any subsequent renewal terms thereafter, said initial and renewal periods to include all quarterly and annual collections pertinent to the tax years therein. This appointment resolution shall be deemed to encompass any renewal terms agreed upon by the parties without further reenactment of this resolution or re-appointment.
- 2. Further, **BERKHEIMER** is authorized to retain any costs of collection incurred in recovering delinquent taxes and assessed to the delinquent taxpayer as allowed by law.
- 3. Further, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY APPROVES AND ADOPTS the Agreement negotiated with Berkheimer for the collection of the LOCAL SERVICES TAX.
- 4. And further, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY adopts and incorporates the Local Services Tax Rules and Regulations as promulgated by Berkheimer, in their entirety.
- 5. Any resolution or part of this resolution conflicting with the provisions of this resolution be and the same are hereby repealed to the extent of such conflict.

<u></u>			
	BY:		
TTEST:		-	

RESOLUTION

A RESOLUTION OF THE GOVERNING BOARD OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE GOVERNING BOARD TO APPOINT A LIAISON BETWEEN IT AND BERKHEIMER, THE DULY APPOINTED COLLECTOR OF LOCAL SERVICES TAX FOR THE DISTRICT, FOR THE EXPRESS PURPOSE OF SHARING CONFIDENTIAL TAX INFORMATION WITH THE DISTRICT FOR OFFICIAL PURPOSES.

WHEREAS, the Pennsylvania Local Tax Enabling Act ("LTEA") authorizes certain political subdivisions, including MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, to provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

WHEREAS, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, has entered into contractual agreement with BERKHEIMER of Bangor, Pennsylvania, whereby and whereunder MONTGOMERY TOWNSHIP, appointed Berkheimer to collect Local Services Tax; and

WHEREAS, the LTEA specifically mandates that any information gained by the appointed tax officer, his agents or by any other official or agent of the taxing district, as a result of any declarations, returns, investigations, hearings or verifications required or authorized by the taxing municipality's ordinance or resolution, be kept confidential, except for official purposes; and

WHEREAS, any person who divulges any information which is confidential under the provisions of any ordinance or resolution, upon conviction may be subject to fines and/or imprisonment, upon conviction, and dismissal from office or discharge from employment; and

WHEREAS, Berkheimer requires passage of a resolution by the governing body of MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY specifying that said confidential information is needed for official purposes and absolving Berkheimer from any liability in connection with the release of said confidential information;

NOW, THEREFORE, BE IT RESOLVED that:

1.	MONTGOM	MERY TOWN	NSHIP, M				ereby appoints
requests upon collection of	taxes for M	ONTGOMER	Y TOWNS	and recor SHIP, as	ds from l desired a	Berkheimer,	relative to the
MONTGOME 2.						and all ton i	information and
records, or any							
MONTGOME							
as the authorize							
3. indemnifies and of said confiden	or absolves B	erkheimer from					saves harmless, with the release
RESOLVED,	ENACTED	AND ADO	PTED at	a meeting	held on	the	day of
BY:					_		
-							
-					_		
ATTEST:							

	A	RES	OLUTION	OF	THE	GOVER	NING	BOARD	OF	MOI	NTGC	MERY	TOWNS	SHIP,
MON	TGO	OMER	Y COUNTY	, PEN	NNSYL	VANIA, A	UTHO	RIZING	AND	EMPC	WER	ING ITS	LOCAL	TAX
			BERKHEI TAXES.	MER,	то	IMPOSE	AND	RETAI	N C	OSTS	OF	COLLE	CTION	ON

RESOLUTION NO.

WHEREAS, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, by Resolution and/or Ordinance, has levied, assessed and provided for the collection of certain local taxes under and pursuant to the authority of the Pennsylvania Local Tax Enabling Act ("LTEA"), as amended; and

WHEREAS, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, has hired Berkheimer to collect said taxes levied by the MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, including taxes that are or may become delinquent; and

WHEREAS, pursuant to Act 192 of the 2003-2004 General Assembly of the Commonwealth of Pennsylvania, MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, has the right to impose a cost of collection on taxes that become delinquent and/or that remain due and unpaid;

NOW, THEREFORE, BE IT RESOLVED that

MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY APPROVES AND ADOPTS the Cost of Collection Schedule attached hereto and made apart of this Resolution to be imposed by BERKHEIMER upon any taxpayer whose taxes are or become delinquent and/or remain due and unpaid.

BERKHEIMER is authorized to retain said costs of collection set forth in the attached schedule incurred in recovering delinquent taxes and assessed to the delinquent taxpayer as allowed by law.

Any resolution or part of this resolution conflicting with the provisions of this resolution be and the same are hereby repealed to the extent of such conflict.

ENACTED into	o a RESOLUTION	this	day of		_
	BY:			3	
	_				
ATTEST:	_			 	



SCHEDULE OF COLLECTION COSTS TO BE IMPOSED AND ADDED TO DELINQUENT TAX

TAXPAYER NOTIFICATION AND ADMINISTRATION	
1) Taxpayer late filing, Failure to File, Underpayment or Failure to Pay notice	\$25.00
 Employer late filing notice or underpayment penalty notice for quarterly or annual earned income tax or local services tax return or reminder notice 10% of the tax, penalty and interest due-minimum charge \$50.00 	\$50.00
3) Delinquent account servicing fee, including records imaging or other detailed recordkeeping, office staffing, computer equipment and software, office space, telephone, printing and imaging equipment, supplies used to generate delinquent notices and to establish payment plans. 10% of tax, penalty and interest due-minimum charge \$50.00	\$50.00
4) Establishment of Payment Plan (per planned payment)	\$5.00
5) Fee for check returned from bank or failed electronic payment (NSF, Acct. Closed, etc).	\$29.00
6) Notice of intent to file suit.	\$50.00
7) Certified Taxpayer notice prior to wage attachment	\$25.00
8) Employer wage attachment notice.	\$25.00
9) Paid before Service	\$10.00
LITIGATION	
1) Prepare Magisterial District Court complaint.	\$75.00
2) Prepare for hearing.	\$100.00
3) Attend Magisterial District Court trial or hearing.	\$150.00
4) Attend Constable Execution sale.	\$350.00
5) Prepare Arbitration complaint/appeal.	\$150.00
6) Attend Trial.	\$350.00
7) Enter default judgment.	\$150.00
8) Issue Sheriff Writ of Execution.	\$250.00
9) Attend Sheriff Sale.	\$250.00
10) Non-litigation legal work.	\$70.00/hr
11) Litigation legal work.	\$80.00/hr
12) All other clerical work not itemized above.	\$60.00/hr



4) Lien Satisfaction Fee

AUDIT OF EMPLOYERS HOLDING TAXES IN TRUST

AODIT OF ENTILOTERS HOLDING TAKES IN TROST	
1) Tax Assessed Cost:	
\$40.00 - 100.00	\$31.25
\$101.00 - 500.00	\$62.50
\$501.00 - 1,000.00	\$125.00
\$1,001.00 - 5,000.00	\$312.50
Over \$5,000.00	\$1,000.00
REAL ESTATE TAXES	
1) Pre collection letter	\$45.00
2) Delinquent tax notice	\$40.00
3) Final Notice	\$28.00

Civil Complaint: Court cost is advanced by Berkheimer and billed on a monthly basis to the taxing body. This cost is recovered at the time judgment is issued in favor of the taxing body and is reimbursed to the taxing body when paid by the taxpayer.

Judgment Execution: Cost for either lien filing fee or actual Sheriff Sale is advanced by Berkheimer and billed to the taxing body on a monthly basis. Once the cost is recovered from the taxpayer it is reimbursed to the taxing body. All mechanics in either case are handled by Berkheimer.

Notices, which are in most cases used mutually exclusive from one another, may be sent in any order depending on collection efforts required and associated charges are not listed in order of mailing or use. The fees and cost for notices may be cumulative based upon the number and type of notices that Berkheimer must send to successfully collect the delinquency.

All Costs also pertain to electronic tax returns, payments etc.

Berkheimer retains the right to automatically escalate these fees by 3% (rounded to the nearest dollar) on a yearly basis.

\$30.00

AGREEMENT

THIS AGREEMENT, Made and entered into, in duplicate, this	day of
,, By and Between MONTGOMERY TO	WNSHIP,
MONTGOMERY COUNTY, Pennsylvania, hereinafter referred to as "CLIENT,"	and H.A.
BERKHEIMER, INC., a Pennsylvania corporation, with its principal offices at 50 No.	rth Seventh
Street, Bangor, Northampton County, Pennsylvania, trading as "Berkheimer Tax Adminis	trator"
(berkheimer) hereinafter referred to as "BERKHEIMER."	

WITNESSETH:

WHEREAS, the Local Tax Enabling Act ("LTEA"), authorizes certain political subdivisions, including CLIENT, to levy, assess and collect a tax on the privilege of engaging in an occupation, as therein with more particularity specified, generally and hereinafter referred to as the "Local Services Tax"; and

WHEREAS, CLIENT, has levied, assessed and provided for the collection of an Local Services Tax under the LTEA; and

WHEREAS, the LTEA specifies that any such political subdivision may provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

WHEREAS, BERKHEIMER has represented to CLIENT that it is competent, experienced and qualified to perform in the capacity of Local Services Tax Collector for CLIENT; and

WHEREAS, CLIENT and BERKHEIMER have negotiated an Agreement whereby and whereunder CLIENT will appoint and/or hire BERKHEIMER to exclusively collect the Local Services Tax levied by CLIENT; and

WHEREAS, the terms and form of this written Agreement, in which the parties have embodied the verbal understanding heretofore reached by them, have been submitted to, approved by and the execution hereof authorized by Resolution and/or Ordinance of CLIENT duly and regularly passed;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration, the parties hereto, each intending to be legally bound hereby, do covenant and agree as follows:

- 1. Designation as Tax Collector. CLIENT does hereby designate and employ BERKHEIMER as the exclusive Collector of the Local Services Tax levied by CLIENT for the term commencing January 1, 2015 and ending December 31, 2017, and as may be renewed. Said term shall be deemed to include all quarterly collections for each tax year herein. BERKHEIMER shall perform all of the duties and shall have all of the powers of the exclusive Tax Collector of the CLIENT for the collection of the Local Services Tax, as conferred and designated by the Ordinances of the CLIENT, by the applicable provisions of the LTEA and any successor laws thereto. To the extent applicable to BERKHEIMER in its capacity as such Tax Collector, BERKHEIMER shall be subject to the requirements, provisions, and penalties provided in the Ordinances of the CLIENT, the LTEA and any successor laws thereto.
- 2. <u>Duties of Berkheimer.</u> In the collection of CLIENT's Local Services Tax, BERKHEIMER agrees as follows:
- (a) to perform, at its expense, all of the necessary work and/or labor and to supply all necessary forms, notices, modern accounting equipment, facilities and materials and all else necessary to efficiently administer, enforce and collect the Local Services Tax levied by CLIENT;

- (b) to exclusively collect, administer, receive and enforce the provisions of CLIENT's Local Services Tax enactments, the LTEA and any subsequent laws relative to same;
- (c) to collect and receive the taxes, fines, interest and penalties levied and imposed by CLIENT's tax enactments and maintain a record showing the amount received by it from each taxpayer paying same and the date of such collection and receipt;
- (d) to furnish to CLIENT a bond with corporate surety in an amount sufficient to cover collections that, under the terms hereto, shall remain undistributed in the control of BERKHEIMER at any time;
- (e) to promptly deposit all sums collected by it in a banking institution of its choice and in an account designated as "Berkheimer Tax Account," which need not be separate and segregated from other taxes or funds of other taxing bodies collected by BERKHEIMER, and to disburse to CLIENT all collected sums identified by BERKHEIMER as legally due CLIENT during each calendar month, reconciling disbursements not later than the twenty-fifth (25th) day of the next succeeding month;
- (f) to provide to CLIENT, on or about the twentieth (20th) day of each calendar month, a written report identifying separately, without individual names or amounts, all taxes, interest, penalties and fines collected under this Agreement during the preceding calendar month;
- (g) to advise CLIENT of any errors which it may discover committed in the collection of CLIENT's Local Services Tax prior to BERKHEIMER's tenure as Local Services Tax Collector, including but not limited to errors in tax distributions and/or inaccurate tax records, which may have been caused or created by the CLIENT or its duly elected or appointed officials, agents or tax collectors, past or present, and to correct said errors to the best of its ability. To the extent that BERKHEIMER is required to correct said prior collection errors, CLIENT hereby indemnifies BERKHEIMER from and against any and all loss, damage or claim relative to

uncollected tax revenue caused by said prior collection errors and/or BERKHEIMER's inability to correct same.

- CLIENT 3. Compensation. compensate and reimburse agrees to BERKHEIMER for all of BERKHEIMER's services and for all materials furnished including, but not limited to, expenditures made by BERKHEIMER for equipment, supplies, personnel and related expenses, except postage, in an amount equal to one and seventy five one hundredths percent (1.75%) of the gross Local Services Tax collected by BERKHEIMER, which compensation and reimbursement shall be known as "BERKHEIMER's commission." This commission rate shall be effective throughout the term of this Agreement except in the event of a change in the rate of the tax levy. In the event of such change the rate of commission shall be immediately open for negotiation and be considered as a change in the terms of the agreement. CLIENT agrees that BERKHEIMER shall retain said commission from the proceeds of any tax sums collected and shall not be transmitted with the monthly reconciliation payment. CLIENT shall be liable for all postage charges incurred by BERKHEIMER.
- 4. <u>Client Contact.</u> CLIENT agrees to appoint a specific individual or individuals as its authorized representative to make requests upon and receive any and all tax information and records from Berkheimer, relative to the collection of taxes for CLIENT, as desired and deemed necessary by CLIENT, to be used for official purposes only.
 - 5. **Duties of Client.** CLIENT expressly agrees to do the following
- (a) at its sole expense, publish all legal notices required to be published in any newspaper of general circulation and/or in the necessary legal journals by the laws of the Commonwealth of Pennsylvania in the enactment and/or administration of the CLIENT's tax enactment;
 - (b) provide BERKHEIMER with its most recent tax records and tax rolls;

- (c) provide to BERKHEIMER information sufficient to maintain and update said tax records and rolls. The parties agree and acknowledge that BERKHEIMER shall use its best reasonable efforts to update CLIENT's tax rolls during its tenure as Tax Collector, using those resources available to it; however, CLIENT bears the ultimate responsibility for updating said tax rolls;
- (d) designate and authorize BERKHEIMER to appear before any district court, or other local court, including without limitation, any court of common pleas in which legal proceedings may be brought for the purpose of collecting Local Services Tax herein;
- (e) provide to BERKHEIMER all necessary appointment resolutions, confidentiality resolutions, tax enactments and other documents not previously identified herein for the collection of the Local Services Tax and to give BERKHEIMER actual and/or apparent authority to settle any lawsuit brought by BERKHEIMER for the collection of the Tax. BERKHEIMER shall use its best judgment and expertise in settling said collection lawsuits; and
- (f) at BERKHEIMER's election, provide at CLIENT's expense, legal representation through its solicitor on any matter relative to the collection, enforcement, administration and/or the validity and constitutionality of the CLIENT's Local Services Tax.
- 6. Audit. Except as set forth in this provision, or as otherwise required by law, BERKHEIMER shall not be required to either submit to or provide for any other type of audit or inspection of tax collection records.
- 7. Non-liability of Berkheimer & Disclaimer. CLIENT shall hold harmless and indemnify BERKHEIMER from and against any and all loss, damage or claim for actual or attempted Local Services Tax collection(s) arising from:
- (a) incorrect, illegal or improper tax records submitted by CLIENT to BERKHEIMER;

- (b) incorrect, illegal or improper tax information submitted by taxpayers and/or employers located within CLIENT's jurisdiction, to BERKHEIMER;
- (c) incorrect, illegal or improper tax information submitted by any other source to BERKHEIMER, including without limitation, another tax collector or taxing district, upon which BERKHEIMER can reasonably be expected to rely upon;
- (d) the withholding of correct, legal or proper information by CLIENT from BERKHEIMER;
- (e) the withholding of correct, legal and proper information by taxpayers and/or employers located within CLIENT's jurisdiction, from BERKHEIMER; and
- (f) the withholding of correct, legal and proper information by any other source from BERKHEIMER, including without limitation, another tax collector or taxing district, upon which BERKHEIMER can reasonably be expected to rely upon.

BERKHEIMER does not expressly or impliedly guarantee to CLIENT that it will collect a sum certain for CLIENT in any given tax year. BERKHEIMER shall not be responsible to defend or uphold the validity, legality, or constitutionality of CLIENT's Local Services Tax Ordinance/Resolution except to the extent that the legality of same is challenged in response to a collection suit filed by BERKHEIMER for and on behalf of CLIENT. To the extent BERKHEIMER advises CLIENT of any errors which it may discover committed in the collection of CLIENT's Local Services Tax prior to BERKHEIMER's tenure as Local Services Tax Collector, including but not limited to errors in tax distributions and/or inaccurate tax records, which may have been caused or created by the CLIENT or its duly elected or appointed officials, agents or tax collectors, past or present, and to correct said errors to the best of its ability and to the extent that BERKHEIMER is required to correct said prior collection errors, CLIENT hereby indemnifies BERKHEIMER from and against any and all loss, damage or claim relative to uncollected tax

revenue caused by said prior collection errors and/or BERKHEIMER's inability to correct same.

BERKHEIMER shall not be ultimately responsible for the maintenance or update of and does not guarantee the accuracy of CLIENT's tax rolls.

BERKHEIMER DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. SPECIFICALLY, THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE SERVICES TO BE PROVIDED HEREUNDER.

BERKHEIMER shall not be liable to CLIENT for any damage arising from any event that is out of the control of BERKHEIMER. BERKHEIMER shall not be liable for any requested and proven taxpayer refunds or interest thereon. Neither shall BERKHEIMER be liable to CLIENT for indirect, special, incidental, exemplary, consequential, or any other form of monetary damages, including without limitation, lost revenue, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of BERKHEIMER, or the provision of services or performance hereunder, whether based in contract, tort or any other legal theory, and whether or not BERKHEIMER has been aware of the possibility of such damages. Any damages not excluded by this provision or the Agreement in general shall be limited to proven direct damages that CLIENT shall have the duty to mitigate.

8. Renewal. Either party may terminate this Agreement at the expiration of the term created herein by giving to the other written notice of its intention to do so at least ninety (90) days prior to the actual ending date of the current term of appointment; however, in default of such notice, this Agreement, with all the conditions and covenants thereof, shall continue in full force and effect for the additional period of one (1) year and so on for one (1)-year periods thereafter until terminated by either party giving to the other ninety (90) days written notice of intention to terminate said Agreement prior to the expiration of the then current term. In the event of

termination of this Agreement, either at the expiration of initial collection term or subsequent renewal terms, BERKHEIMER shall complete, and have the opportunity and right to complete its tax collections for the then current term and shall be compensated accordingly under the terms of this Agreement.

BERKHEIMER shall deliver to CLIENT alphabetical lists of all 9. Records. taxpayers located in the CLIENT's jurisdiction at the time the Agreement expires and reports of payments posted by BERKHEIMER during the preceding tax year upon termination of this Agreement and at the end of any two (2) year extension period, more fully described herein. In the event of termination of this Agreement, either at the expiration of initial collection term or subsequent renewal terms, BERKHEIMER reserves the right to retain said information/records until such time that it has fully completed its obligations under this Agreement to collect taxes for the term set forth herein or any subsequent renewal term for a period not to exceed three (3) years. Any taxpayer account(s) under or subject to civil or criminal litigation commenced by BERKHEIMER, wage garnishment, and/or payment plan, shall remain with BERKHEIMER until such collection action is completed and BERKHEIMER shall be compensated for such collections pursuant to the terms of this Agreement.. BERKHEIMER shall have the right to deliver said information to CLIENT in a form it so chooses and mutually agreeable to both parties. In the event that the parties cannot agree upon an acceptable format to deliver said records, BERKHEIMER shall deliver said records in a universal computer, Delimited, flat data file. Moreover, in the event said records or information are contained within and made a part of similar records relating to the collection of taxes of other political subdivisions whose taxes are also collected by BERKHEIMER, then in that event, the CLIENT shall not be entitled to receive non-CLIENT records. However, CLIENT shall have the right to make copies of said records or to examine same in the office of BERKHEIMER for the purpose of obtaining such information as it

relates solely and exclusively to the collection of the tax from taxpayers of CLIENT. BERKHEIMER shall not be required to deliver to CLIENT any source documents such as taxpayer returns or filings. In no event shall BERKHEIMER be required to deliver said information/records to any person or entity other than to CLIENT, including but not limited to any successor tax collectors. Computer hardware and software utilized by BERKHEIMER in the tax collection process is, and shall remain, the exclusive property of BERKHEIMER.

10. Tax Enactment/Regulations. Incorporated by reference this Agreement are the CLIENT's Local Services Tax Resolution/Ordinance and other pertinent materials relating to the Local Services Tax as adopted from time to time by CLIENT. Concurrently with the execution hereof, CLIENT has delivered to BERKHEIMER a copy of the Local Services Tax Resolution and/or Ordinance of CLIENT, of the Resolution and/or Ordinance approving these Articles of Agreement and appointing BERKHEIMER as Tax Collector/Collector, and other pertinent materials relating to the Local Services Tax of CLIENT. In the event that the CLIENT's tax enactment is declared invalid or repealed for any reason whatsoever following the execution of this Agreement, CLIENT shall remain liable to BERKHEIMER for any and all reasonable costs and expenses incurred and collection fees for services rendered by BERKHEIMER in the collection of the Local Services Tax until such time that the alleged invalidity has been finally adjudicated or such repeal finalized. If any provision of the CLIENT's tax enactment is challenged in a court of competent jurisdiction, BERKHEIMER shall be permitted to continue with its collection efforts until final adjudication, unless otherwise enjoined by the court. CLIENT approves and adopts all rules and regulations promulgated by BERKHEIMER for purposes of administration of the Local Services Tax. CLIENT agrees to deliver to BERKHEIMER, within thirty (30) days after enactment, all amendments to the Local Services Tax Resolution and/or Ordinance and to the rules and regulations pertaining thereto.

- 11. Miscellaneous Charges. At no additional cost to the CLIENT, BERKHEIMER shall be permitted to collect and retain directly from each delinquent taxpayer, a processing fee of Five Dollars (\$5.00) for each delinquent tax year, a handling fee of Three Dollars (\$3.00) for each payment received by BERKHEIMER from such delinquent taxpayer which represents less than the full amount of taxes due (i.e., partial payments only), and a service fee of Twenty-nine Dollars (\$29.00) for any check returned "Non Sufficient Funds", "Stopped Payment" or "Account Closed". In addition to the aforestated commission, the costs of collecting delinquent taxes incurred by BERKHEIMER may be assessed to the taxpayer and retained by BERKHEIMER as allowed by law. BERKHEIMER will advance the required filing fees and any costs imposed by the court for any legal proceeding to enforce a tax obligation. Unless and until paid by the taxpayer, the CLIENT shall be liable for the aforementioned fees. BERKHEIMER will deduct the filing fees or costs (including any Act 192 fees) from a subsequent distribution of tax to CLIENT and thereafter will credit the amount to the CLIENT if and when it is paid by the taxpayer. At BERKHEIMER's election, CLIENT shall make available at CLIENT's expense, the CLIENT's solicitor for purposes of conducting any legal proceedings on the CLIENT's behalf and related legal representation. Additionally, the parties acknowledge and agree that BERKHEIMER is authorized to retain excess bank earning credits to offset any bank item processing fees incurred by BERKHEIMER.
- 12. Interest. Notwithstanding any other provisions of this Agreement, the parties agree and acknowledge that any monies that remain unidentified or which are to be forwarded to other taxing districts may be held by BERKHEIMER in an interest bearing account until CLIENT or BERKHEIMER determines where said monies should be paid. Any interest accrued on such funds shall be retained by BERKHEIMER as its compensation for the handling, processing and distribution of such funds with no additional charge being made to CLIENT for this service.

- 13. Non-Competition. During the Term of Appointment and/or any renewal thereof, and for the two (2) year extension period thereafter, CLIENT agrees not to solicit or hire for employment any current or past employee of BERKHEIMER for services as an independent contractor, employee of otherwise in such a capacity that competes with the services and/or business of BERKHEIMER.
- Dispute Resolution. Any dispute, controversy or claim arising out of or under this agreement or its performance shall first be negotiated by the parties, and if an acceptable resolution does not result shall be submitted to arbitration which shall be exclusive, final, binding and conducted in accordance with the Pennsylvania's Uniform Arbitration Act, 42 Pa.C.S.A. §7301 et seq., and shall be nonappealable except in accordance with such act. Each party shall appoint one such arbitrator, and a third arbitrator shall be chosen by the two arbitrators aforementioned within five days after their appointment. The decision of the majority of such arbitrators shall be binding and conclusive upon the parties hereto. The appointment of such arbitrators shall be made within five days after receiving notice from any one of the parties hereto to make such appointment. The failure of any one of the parties to so appoint an arbitrator, shall authorize the other to make an appointment for it. If such two arbitrators shall fail or be unable within five days to select a third arbitrator, then and in such event, any Judge of the Common Pleas Court of Northampton County, upon application made by any one of the parties hereto for that purpose, is authorized and empowered to appoint such additional arbitrator.
- 15. Breach of Contract. If a party breaches any material term of this Agreement and fails to remedy the breach within sixty (60) days of receipt of written notice from the non-breaching party, the non-breaching party may terminate this Agreement for cause. Any other claims for damages resulting from the alleged breach must be handled through the dispute resolution process set forth in paragraph 14 above.

16. Effect of Termination. In the event that this Agreement is terminated at the end of any Term of Appointment or renewal thereof, and upon BERKHEIMER's completion of its collections, no term, right, or duty imposed by this Agreement upon a party, with the exception of those rights contained in paragraphs 9, 13 and 14 pertaining to tax collection records, CLIENT's non-competition with BERKHEIMER and the dispute resolution process, shall be deemed or construed to survive the termination of the Agreement as a whole.

17. Notices. Any notice given hereunder by either party to the other shall in writing and shall be deemed given when delivered personally or five (5) days after being sent by certified mail, return receipt requested, as follows

If to the CLIENT:
Montgomery Township
1001 Stump Road
Montgomery, PA 18936-9605

If to BERKHEIMER:
50 North Seventh Street
Bangor, PA 18013
Attention: Client Services Department

18. Miscellaneous. In the event that any phrase, clause, sentence or paragraph of this Agreement is declared invalid by any court of competent jurisdiction, this Agreement shall survive such declaration of invalidity as regards all portions of the Agreement not specifically declared invalid. The headings contained in this Agreement are for the convenience of the parties only. This Agreement shall be deemed to have been made under and shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement represents the entire Agreement between the parties and any modification of same must be in writing to be valid. This Agreement shall binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

H.A. BERKHEIMER, INC.	MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY
BY: Satti Mc Namara Patricia A. McNamara, Presidente Assertion	BY:
BY: VINNY U. SEAL BEAL Henry U. Sandt, Jr., Secretary/Treasurer	BY:



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

SUBJECT: Consider Adoption of Proposed Ordinance #14-286 - Participation in PSATS Unemployment

Compensation Program

MEETING DATE:

December 15, 2014

ITEM NUMBER:

#14

MEETING/AGENDA:

ACTION

XX

NONE

REASON FOR CONSIDERATION: Operational:

Policy: xx

Discussion:

Information:

INITIATED BY:

Shannon Q. Drosnog Finance Director

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

The Township currently participates in the PSATS Unemployment Compensation Group Trust for unemployment compensation insurance. By participating in the Trust, the Township is able to reduce the premiums for the unemployment compensation coverage from the PA State Rate of 6.85% to 2.5%. In addition, the Township is eligible for additional benefits such as dividend payments based upon claims history.

Recently the Trustees of the PSATS Unemployment Compensation Group Trust voted to adopt changes to the Trust agreement (attached) including administrative changes and an increase in the number of Trustees from three to five. These trustees are not compensated for their services and as such the increase will bear no additional cost to the Trust.

To ensure the Township's compliance with the Intergovernmental Cooperation Act, the Township is required to adopt an Ordinance to reaffirm its participation in the PSATS UC Trust.

Proposed Ordinance #14-286 was advertised in the North Penn Reporter on December 5, 2014.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Staff recommends that the Board adopt Ordinance #14-286 to reaffirm the Township's participation in the PSATS Unemployment Compensation Group Trust.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt Ordinance #14-286 to reaffirm Montgomery Township's participation in the PSATS Unemployment Compensation Group Trust.

MOTION:	SECOND:			
ROLL CALL:				
Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP

ORDINANCE #14-286

ORDINANCE	AUTHORIZING	THE	PARTICIPATION	OF	MONTGOMERY
TOWNSHIP IN	THE PSATS UNE	EMPLO	YMENT COMPENSA	ATION	GROUP TRUST
PURSUANT TO	THE PENNSYL	VANIA	INTERGOVERNME	NTAL	COOPERATION
LAW					

ENACTED: _____

MONTGOMERY TOWNSHIP

ORDINANCE #14-286

ORDINANCE AUTHORIZING THE PARTICIPATION OF MONTGOMERY TOWNSHIP IN THE PSATS UNEMPLOYMENT COMPENSATION GROUP TRUST PURSUANT TO THE PENNSYLVANIA INTERGOVERNMENTAL COOPERATION LAW

WHEREAS, the PSATS Unemployment Compensation Group Trust, originally established in 1980, exists as an intergovernmental cooperative arrangement of municipalities to provide townships and certain other permitted governmental employers of Pennsylvania with a vehicle to pool resources and jointly leverage buying power to develop and maintain unemployment compensation insurance coverage; and

WHEREAS, the governing Declaration and Agreement of Trust for the Trust has been comprehensively updated, amended and restated effective July 16, 2014 (hereinafter "Restated Trust Agreement"); and

WHEREAS, pursuant to the Restated Trust Agreement any municipality wishing to commence participation in the Trust, or continue participation in the Trust after July 16, 2014, is required to take formal action in the form of an enacted ordinance in which the municipality agrees to participate in the Trust in accordance with the amended and updated terms of the Restated Trust Agreement; and

WHEREAS, Montgomery Township has determined that it is in the best interest of the Township to participate in the Trust in accordance with the terms of the Restated Trust Agreement and to agree to and join in such Restated Trust Agreement; and

WHEREAS, pursuant to the Pennsylvania Intergovernmental Cooperation Law, 52 Pa. C.S.A. § 2301 et seq., a municipality may enter into an intergovernmental cooperative agreement upon the passage of an ordinance by its governing body.

The Township's Board of Supervisors do hereby **ENACT** and **ORDAIN**:

SECTION 1. That the Chairman of the Board of Supervisors and Secretary of the Township are hereby authorized to adopt the Restated Trust Agreement and any other agreements necessary for the Township's participation in the Trust.

The Restated Trust Agreement is on file for inspection and review at the Township's Administrative offices located at 1001 Stump Road, Montgomeryville, PA 18936. The Restated Trust Agreement may be subsequently modified or amended in accordance with its terms, but in no event shall such modifications or amendments divert any of the trust funds from the purposes of the Trust. The Township may withdraw from the Trust in accordance with the Restated Trust Agreement, including if the Board of Supervisors determines the modifications or amendments are not in the best interests of the Township.

SECTION 2. That the participation of the Township in the Trust is authorized for the purpose of pooling resources for the purpose of providing unemployment compensation insurance for Participating Employers at reasonable cost.

SECTION 3. That, as set forth in greater detail in the Restated Trust Agreement and as otherwise stated herein, the following conditions apply to the participation of the Township in the Trust:

- 1. That each Participating Employer must meet the admission and eligibility requirements set forth therein;
- 2. That each Participating Employer agrees to pay all contributions when due as provided in the Restated Trust Agreement or as otherwise established by the Board of Trustees; and
- 3. That each Participating Employer complies with all other conditions of the Restated Trust Agreement.

SECTION 4. That the Township agrees to participate in the Trust and may withdraw for any reason and in accordance with the Restated Trust Agreement provided that it has fulfilled all its financial obligations to the Trust upon withdrawal.

SECTION 5. That the effective date of the Township's agreement to and joinder in the Restated Trust Agreement and the participation of the Township in the Trust pursuant to the terms of the Restated Trust Agreement will be the effective date of the Ordinance.

- **SECTION 6.** That each Participating Employer delegates to the Board of Trustees the powers enumerated in the Restated Trust Agreement.
- **SECTION 7.** That the organizational structure of the Trust shall consist of a Board of Trustees. Under the Restated Trust Agreement, the Board of Trustees is authorized to, among other things, enter into contracts with third parties to perform various services necessary for the administration of the Trust.
- **SECTION 8.** That the funds required for the operation of the Trust shall be provided by the Participating Employers through scheduled appropriations as determined by the Board of Trustees.
- **SECTION 9.** That the Trust is empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for employees of the Trust, if any.
- **SECTION 10.** That as a condition of participating in the Trust, the Township agrees to comply with all of the terms and conditions in the Restated Trust Agreement.
- **SECTION 11.** That the Secretary of the Township shall provide a certified copy of this Ordinance upon its enactment to the Board of Trustees of the Trust.
- **SECTION 12.** The Board of Supervisors of the Township is hereby authorized to take any and all such other actions as may be necessary or appropriate to carry out the purposes of this Ordinance and comply with the requirements of the attached Restated Trust Agreement and any duly adopted amendments thereto.
- **SECTION 13.** The duration of the term of the Township's participation in the Trust and obligations under the Restated Trust Agreement shall continue until withdrawal from the Trust by the Township in accordance with the terms of the Restated Trust Agreement.
- **SECTION 14.** The Board of Supervisors hereby specifically finds and determines as follows:
 - 1. The conditions of the intergovernmental cooperative agreement are set forth in the Restated Trust Agreement incorporated by reference herein.
 - 2. The Township shall participate in the Trust in accordance with the Restated Trust Agreement until it withdraws by giving notice to the

- Board of Trustees in accordance with the terms of the Restated Trust Agreement.
- 3. The purpose and objectives of the intergovernmental cooperative arrangement, including powers and scope of authority delegated to the Board of Trustees, are set forth in the incorporated Restated Trust Agreement.
- 4. The manner and extent of financing of the agreement are that (i) funds to implement the Township's obligations under the agreement shall come from the normal and usual budgeted amounts for Township employee compensation and employee benefits and (ii) no borrowing is anticipated to be required.
- 5. The Trust shall be managed by the Board of Trustees pursuant to the terms of the Restated Trust Agreement.
- 6. All assets and property, real or personal, of the Trust shall be titled to, acquired, managed, licensed or disposed of by the Trust, and its Board of Trustees, in accordance with the terms of the Restated Trust Agreement.
- 7. The Trust in accordance with the Restated Trust Agreement shall be empowered to enter into contracts for policies of group insurance and employee welfare benefits to be offered to Participating Employers for their eligible employee and dependents.

SECTION 15. Repeal and Ratification.

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

SECTION 16. Severability.

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

This Ordinance shall become	effective five (5) days after enactment.

ORDAINED AND ENACTED to Township Board of Supervisor	his of December 2014, by the Montgomery rs.
	MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
	JOSEPH P. WALSH, Chairperson
[Seal]	
Attested by:	
LAWRENCE J. GREGAN Township Manager/Secretary	

SECTION 17. Effective Date.

MONTGOMERY TOWNSHIP

LEGAL NOTICE

On Monday, December 15, 2014, after 8:00PM, the Montgomery Township Board of Supervisors, during its regularly scheduled meeting, will consider enacting an ordinance that confirms the Township's continued membership in the PSATS Unemployment Compensation Group Trust, which consists of governmental units from throughout the Commonwealth of Pennsylvania that have created an inter-governmental cooperative arrangement to permit participating employers to pool resources to satisfy unemployment compensation obligations in a cost-effective manner. The Ordinance includes provisions addressing (1) the conditions that must be met to participate in and withdraw from the Trust; (2) the organizational structure of the Trust; (3) the appropriation of funds required for the operation of the Trust; (4) the authority of the Trust to enter into contracts and make other actions appropriate to carry out the purposes of the trust; and (5) the effective date of the Township's participation in the Trust.

The full text of this ordinance may be examined, without charge, and copies may be obtained for a charge no greater than the cost thereof, at the Montgomery Township Building, during normal business hours, Monday through Friday 8:30AM until 4:30PM, and the offices of this newspaper.

The public is invited to attend and will be given an opportunity to provide comments regarding this Ordinance.

Persons with disabilities, wishing to attend the public meeting and requiring auxiliary aid, service or other accommodations to participate, should contact the Montgomery Township Director of Administration & Human Resources at 215-393-6900.

LAWRENCE J. GREGAN

Township Manager

TO BE INSERTED in The Reporter on Friday, December 5, 2014. Please send proof of Publication to Montgomery Township, Attn.: Bruce Shoupe 1001 Stump Road, Montgomeryville, PA 18936.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

SUBJECT:

Consider Authorization to Execute Contract Establishing Section 125 Plan

MEETING DATE:

December 15, 2014

ITEM NUMBER: #15

MEETING/AGENDA:

ACTION

NONE

Liaison - Finance Committee

REASON FOR CONSIDERATION: Operational:

Policy: xx Discussion:

Information:

INITIATED BY: Shannon Q. Drosnock-

BOARD LIAISON: Robert J. Birch, Supervisor

Finance Director

BACKGROUND:

As an employer, the Township offers an employee benefit plan which permits employees to choose between different benefits; this style of plan is commonly referred to as a 'Cafeteria Plan'. Cafeteria Plans were added to Section 125 of the IRS Code in 1978 and as set forth in this section, are excluded from gross income for federal tax purposes. The Township is required to adopt a Section 125 Plan Document to utilize this exclusion.

Staff has worked with Discovery Benefits through the Delaware Valley Insurance Trusts (DVIT) to create a plan document and provide administrative services for the Township in order to maintain compliance with the IRS Code and permit employees to participate in the benefit plan on a pre-tax basis.

Attached is a copy of the Plan Document, Summary Plan Description and Administrative Services Agreement with Discovery Benefits.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

There is no cost for the initial creation of the plan document. There is an annual fee of \$450 to administer the plan's compliance with the laws and regulatory statutes each year.

RECOMMENDATION:

Staff recommends that the Board authorize the establishment of a Premium Only Plan Document and a contract with Discovery Benefits for the administration of said Plan.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the establishment of a Premium Only Plan as presented at the December 15, 2014 public meeting in accordance with Section 125 of the Internal Revenue Service Code and

BE IT FURTHER RESOLVED that we authorize a Premium Conversion Plan -Administrative Services Agreement with Discovery Benefits (DBI) effective January 1, 2015.

MOTION:	SECOND: _			
ROLL CALL:				
Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

This Premium Conversion Plan Administrative Services Agreement ("Agreement") is entered into by **Montgomery Township** ("Employer") and Discovery Benefits, Inc. ("DBI") as of **11/01/2014** ("Effective Date").

Recitals

The Employer has adopted an Internal Revenue Code Section 125 Cafeteria Plan ("125 Plan") for its eligible employees.

The Employer desires DBI to assist in the administration of the Plan, and DBI desires to assist the Employer in the administration of the Plan on the terms outlined below.

Therefore, the Employer and DBI agree that DBI shall assist in the administration of the Plan on the following terms:

- The Employer has established the Plan for the exclusive benefit of its employees.
- The Employer is the administrator of the Plan.
- DBI acts as agent on behalf of the Employer.

The Employer remains responsible for maintaining the Plan, including the establishment of eligibility and paying all benefits owed or established under the Plan to its participants; DBI is to provide the agreed upon services to the Plan, without assuming any liability beyond the performance of services as set forth below.

Now therefore, in consideration of good and valuable consideration, the parties agree as follows:

Article 1 - Benefits Administrative Services

Services provided by DBI in the administration of the Plan shall include the following:

1.1 Plan Administration

DBI shall assist the Employer in the administration of the Plan as provided in this Agreement. The specific Plans that DBI shall assist with and that are covered by this Agreement are listed in Exhibit A. If a Plan is not covered by this Agreement as provided in Exhibit A, then DBI shall have no responsibilities or duties with respect to such non-covered Plan. DBI's duties with respect to the Plan shall be limited to those expressly provided in this Agreement or subsequently agreed to in writing by DBI and the Employer.

1.2 Plan Documents

DBI shall assist the Employer in the establishment and operation of the Plan by providing sample documents for review by the Employer's legal counsel, including a sample plan document(s), summary plan description(s), election forms and other documents relating to the administration of the Plan. It is the Employer's responsibility to ensure that the documents are legally compliant for purposes of the Employer's needs and business, are appropriately completed, are in compliance with the requirements of the Employer's Plan and are appropriately and timely adopted by the Employer. The Employer shall provide DBI with an executed copy of the plan document.

1.3 Plan Document Compliance

DBI shall provide a sample plan document, summary plan description and other applicable documentation, which shall be up-to-date based on any legal or regulatory requirements then in effect, and DBI's internal policies and procedures, which may be changed by DBI from time to time. Periodically, DBI shall provide necessary Plan amendments to the sample Plan documents for review by the Employer's legal counsel. If the Employer provides its own plan document and/or summary plan description, DBI shall not be obligated to provide any amendments or updates other than those described in the preceding sentence. It is the Employer's responsibility to ensure that the amendments and other revisions are legally compliant for the Employer's purposes, are appropriately completed, are in compliance with the requirements of the Employer's Plan and are appropriately and timely adopted by the Employer.

1.4 Reporting Obligations

DBI shall provide general information regarding reporting and disclosure requirements relating to the Plan and shall assist the Employer in the preparation of required governmental reports, information or other documents. DBI shall not be responsible for the accuracy of any information provided by the Employer in preparation of any of these reports nor shall DBI be responsible for determining the level of compliance required by the Employer's Plan. It is the sole responsibility of the Employer to assure compliance with all legal reporting and disclosure requirements.

1.5 Forms

DBI shall make available administrative forms for the Employer's use in administering the Plan. Forms are available on the Internet at www.discoverybenefits.com. All forms and user guide information shall be subject to periodic updates and revisions.



1.6 Fidelity Bonds

DBI shall maintain a fidelity bond or another similar insurance policy that provides adequate coverage for DBI and any of its employees who may collect, disburse, or otherwise handle or have possession of any funds provided by the Employer or who may have the authority to order disbursements or payments on behalf of the Plan.

1.7 Plan Data

DBI agrees to retain for seven years Plan records under this Agreement However, except as expressly provided in an applicable exhibit, DBI shall not be responsible for storing copies of Plan records after termination of this Agreement and when DBI no longer requires such information in order to provide the services to Employer. Following the Agreement's termination and provided all service fees have been paid and funding obligations have been met, DBI shall cooperate with Employer (or Employer's subsequent service provider) to affect an orderly transition of services covered by the Agreement.

1.8 Notice of Litigation

DBI shall notify the Employer promptly of any summons, complaint, or other communication concerning threatened litigation and any inquiry by any governmental agency that is related to the Employer's Plan, unless such notification would be a violation of applicable law.

1.9 Confidentiality

DBI shall keep confidential all information it obtains concerning the Plan. Other than in due course of business, such information must not be disclosed without prior approval of the Employer or as otherwise provided for in Article 4.

1.10 Disclaimer

DBI does not insure or underwrite the Employer's liability to provide benefits under the Plan, and the Employer shall have the sole responsibility and liability for payment of all benefits under the Plan.

Article 2 - The Employer's Responsibilities

Responsibilities of the Employer in the administration of the Plan shall include the following:

2.1 General Compliance

The Employer remains solely responsible for all Plan activities, including compliance with the Employee Retirement Income Security Act of 1974 ("ERISA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Internal Revenue Code, (the "Code"), or other applicable laws or regulations. Employer agrees to hold DBI harmless (including reasonable attorneys fees and costs) and expressly releases all claims against DBI in connection with any claim or cause of action, for any occurrences prior to the effective date of this Agreement, that results from the failure or alleged failure of Employer (its officers and employees, and any other entity related to or performing services on behalf of Employer) to comply with ERISA, HIPAA, the Code or any other applicable law or the provisions of this Agreement.

2.2 Enrollment

The Employer shall conduct the annual enrollment of the employees in the Plan.

2.3 Amendments

The Employer shall provide DBI with a copy of any contemplated amendment to the Plan no less than thirty (30) days prior to the anticipated amendment effective date. However, under no circumstances may the Employer adopt any amendment that would alter DBI's duties hereunder without prior written consent of DBI. In addition, DBI shall have no obligation to provide any Plan amendments or updates to the Employer other than as described in Section 1.4.

2.4 Plan Documents

The Employer shall file with the appropriate governmental agencies all required returns, reports, documents and other papers relating to the Plan. The Employer shall distribute to participants all materials and documents as may be necessary or convenient for the operation of the Plan or to satisfy the requirements of applicable law and the Employer shall remain responsible for the final contents of all materials and documents.

2.5 Summary Plan Description

The Employer shall distribute to its employees participating in the Plan a copy of the Summary Plan Description.

2.6 Nondiscriminatory Plans

Employer is responsible to maintain a non-discriminatory Plan and will initiate any immediate corrective action required in the event the Plan becomes discriminatory.



2.7 Employee Fraud

The Employer is solely responsible for making the Plan whole if fraud is committed against the Plan by Plan participants or Employer's employees. DBI shall not be responsible for pursuing or correcting any such actions.

2.8 Reliance by DB

Employer has authorized and instructed DBI in this Agreement to implement its standard administrative procedures to provide services in accordance with this Agreement. DBI shall be fully protected in relying upon representations by Employer set forth in this Agreement and communications made by or on behalf of Employer in effecting its obligations under this Agreement. Employer and DBI agree that if Employer provides DBI with specific written instructions (in a form acceptable to DBI) to provide services in a manner other than in accordance with DBI standard procedures, DBI may (but need not) comply with Employer's written instructions, provided that, to the extent that DBI complies with such instructions, Employer and not DBI shall be solely responsible for DBI's actions so taken, and Employer agrees to hold DBI harmless (including reasonable attorneys fees and costs) and expressly releases all claims against DBI in connection with any claim or cause of action, which results from or in connection with DBI following Employer's written instructions.

Article 4 Confidentiality

Neither party shall disclose Confidential Information of the other party. The receiving party shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the disclosing party. The foregoing obligations shall not apply to any information that (a) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party, (b) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party, (c) was known to the receiving party at the time of disclosure, (d) was generated independently by the receiving party, or (e) is required to be disclosed by law, subpoena or other process. DBI may transfer Employer's or the Plan's Confidential Information to a governmental agency or other third party to the extent necessary for DBI to perform its obligations under this Agreement or if Employer has given DBI written authorization to do so. For purposes of this paragraph, Confidential Information shall mean any information identified by either party as "Confidential" and/or "Proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing party's business, employees, service methods, software, documentation, financial information, prices and product plans. DBI reserves the right to independently use its experience and know-how, including processes, ideas, concepts and techniques developed in the course of performing services under this Agreement.

Article 5 - Term of the Agreement

The term of this Agreement shall commence as of the Effective Date and shall continue for a period of twelve months (the "Initial Term"). This Agreement shall automatically renew for another twelve months at the end of the Initial Term and every twelve (12) months thereafter, unless terminated in writing by either Party within sixty (60) days prior to the end of the Initial Term or prior to the end of any subsequent twelve (12) month term. Notwithstanding the foregoing, DBI reserves the right to increase fees at any time that are caused by Federal postal rate increases, increases in bank fees, or that are due to Federal legislative changes. DBI reserves the right to increase fees due to the provision of additional services to the Employer by DBI that were not included in or contemplated by this Agreement on the Effective Date.

Article 6 - Termination of the Agreement

- This Agreement may be terminated by either the Employer or DBI without cause and without liability, by written notice of intention to terminate given to the other party, to be effective as of a date certain set forth in the written notice, which shall not be less than 60 days from the date of such notice.
- **6.2** The Agreement shall automatically terminate:
 - If any law is enacted or interpreted to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation; or
 - b. If any administrative fee remains unpaid to DBI beyond 30 days past the due date, upon notification by DBI to the Employer in writing that DBI intends to exercise its option to enforce this provision.
- If either party is in default under any provision of this Agreement, the other party may give written notice to the other party of such default. If the defaulting party has not used good faith efforts to cure such breach or default within 30 days after it receives such notice, or if good faith efforts to cure have begun within 30 days but such cure is not completed within 60 days after receipt of the notice, the other party shall have the right by further written notice (the "Termination Notice") to terminate the Agreement as of any future date designated in the Termination Notice. In addition, if termination is due to default under any provision of this Agreement by DBI, the termination fees applicable to the initial term will not apply.



Article 7 - Cost of Administration

DBI shall be entitled to a fee for its services to the Plan and under this Agreement, which shall be payable in accordance with the fee schedule attached as Exhibit B.

Article 8 - Miscellaneous Provisions

8.1 Governing Laws

The laws of the State of North Dakota shall govern this Agreement, to the extent they are not inconsistent with or preempted by ERISA, the Internal Revenue Code, or any other applicable federal law.

8.2 Binding Agreements

This Agreement, including any Exhibits attached, constitutes the entire contract between DBI and Employer and no modification or amendment shall be valid unless agreed to in writing by both parties. If there is an inconsistency between the terms of this Agreement and the terms of any prior agreement between the parties, the terms of this Agreement will control, unless otherwise provided in such other agreement. This document may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall be considered one and the same instrument.

8.3 Final Authority

Employer has total control and discretionary authority over the Plan and the manner in which it is operated. DBI and its representatives are only an agent of the Employer for processing of qualifying expense requests, as provided under this Agreement.

8.4 Plan Fiduciary

Employer agrees that DBI is not the plan administrator, the Named Fiduciary and is not a plan fiduciary under the Plan(s), as such terms are described under ERISA. DBI shall have no power or authority to waive, alter, breach or modify any terms and conditions of the Plan. DBI shall neither have nor shall be deemed to exercise any discretion, control, or authority with respect to the disposition of Employer funds. DBI agrees that it will perform services on the Plan's behalf, as set forth in this Agreement and any attachments or other exhibits. However, DBI will not undertake any duties or responsibilities, regardless of whether they are set forth in the Plan, if such actions are in violation of any applicable laws or regulations.

8.5 Successor

In the event of DBI's resignation or inability to serve, the Employer may appoint a successor. Any successor, upon appointment and acceptance, shall succeed to and be invested with all powers conferred on DBI. In such situations, the replacement of DBI shall be considered a termination of this Agreement and the Termination provisions of Article 6 shall remain effective and controlling.

8.6 Tax Obligations

If any tax, fee, assessment and/or penalty is assessed against or with respect to the Plan and/or the services provided by DBI pursuant to this Agreement, and DBI is required to pay that tax, fee, assessment and/or penalty, DBI shall report the payment to the Employer and the Employer shall promptly reimburse DBI for such amount. Without limiting the generality of the foregoing, this provision shall apply to the patient-centered outcomes research fee owed pursuant to Sections 4375 or 4376 of the Internal Revenue Code. The Employer is at all times responsible for the tax consequences in the establishment and operation of the Plan.

8.1 Indemnification

a) Subject to the limitations in Section 8.8, DBI will be liable to and will defend, indemnify and hold harmless Employer, and its respective officers, directors, employees, agents, representatives, successors and permitted assigns from and against any and all liability, damages, costs, losses and expenses, including attorneys fees, disbursements and court costs, reasonably incurred by Employer in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party which was caused solely and directly by DBI's willful misconduct, criminal conduct, material breach of the Agreement, or violation of the HIPAA privacy or security rules related to or arising out of the services performed by DBI under this Agreement.



- b) Except as provided in (a) above, Employer will be liable to and will defend, indemnify and hold harmless DBI, and its respective officers, directors, employees, agents, representatives, successors and permitted assigns from and against any and all liability, damages, costs, losses and expenses, including attorneys fees, disbursements and court costs, reasonably incurred by DBI in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party which was caused solely and directly by Employer's willful misconduct, criminal conduct, material breach of the Agreement, or violation of the HIPAA privacy or security rules related to or arising out of the services performed by DBI under this Agreement.
- c) The party seeking indemnification under (a) or (b) above must notify the indemnifying party within twenty (20) days in writing of any actual or threatened action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice within the required time period.
- d) In the event of a legal, administrative or other action arising out of the administration, processing or determination of a claim for Plan benefits which is filed or asserted against DBI ("Claim Litigation"), DBI may, at its election, select and retain its own counsel to protect its interest. The Employer shall be responsible for payment of all legal fees and expenses reasonably incurred by DBI in defense of Claim Litigation. DBI shall consult with the Employer before settling Claim Litigation, but DBI shall have the sole discretion to resolve Claim Litigation at the Employer's expense in a reasonable manner and for a reasonable amount under the circumstances. DBI and the Employer shall cooperate fully with each other in the defense of Claim Litigation. In addition, nothing in this subsection (d) shall prevent DBI and/or the Employer from pursuing any rights that such party has under subsection (a) or (b) of this Agreement.

8.7 Limitation of Remedies

Notwithstanding any other provision in this Agreement to the contrary, including, without limitation, Section 8.7, the maximum total liability of DBI to Employer shall be limited to direct money damages in an amount not to exceed the total amount paid by Employer for the defective service causing the damage during the 12 months immediately preceding the loss. This remedy is Employer's sole and exclusive remedy. DBI shall not be responsible for any special, incidental, consequential, exemplary, or punitive damages even if DBI has knowledge of the possibility of such potential loss or damage. No action under this Agreement may be brought by Employer more than two years after the cause of action has accrued.

8.8 Authority

No person dealing with DBI in relation to the Plan will be obliged to determine DBI's authority to act pursuant to the Agreement. Furthermore the individuals executing this Agreement on behalf of DBI and Employer do each hereby represent and warrant that (a) they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals, and (b) the execution and delivery of this Agreement and the consummation of the transactions herein provided have been duly approved by Employer and DBI and do not violate any agreements to which Employer or DBI is a party or otherwise bound.

8.9 Intellectual Property

All materials, including, without limitation, documents, forms (including data collection forms provided by DBI), brochures, tip sheets, posters, and online content ("Materials") furnished by DBI to Employer are licensed (not sold). Employer is granted a personal, non-transferable and nonexclusive license to use Materials solely for Employer's own internal business use. Employer does not have the right to copy, distribute, reproduce, alter, display, or use these Materials or any DBI trademarks for any other purpose. Employer agrees that (a) it will keep Materials confidential and will use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use and (b) its license to use Materials ends on the termination date of this Agreement. Upon termination, Employer agrees to destroy Materials or, if requested by DBI, return them to DBI.

8.10 Gender

Where the context of the Agreement requires, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine.

8.11 Amendments

This Agreement may be amended at any time only upon written agreement between the Employer and DBI.

8.12 Notice

DBI shall not be bound by any communication until it has been received at its office at 4321 20th Avenue SW, Fargo, ND 58103 or at such other address as it has specified to the Employer. The Employer shall not be bound by any communication until it has been received at the address shown below or such other address as it has specified by Employer to DBI.



8.13 Unenforceability Provision

If any provision of this Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.

8.14 Assignment

Neither party may assign any of its rights, this Agreement or delegate any of its obligations without the prior written consent of the other party.

8.15 Waiver

If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

8.16 Severability

If any provision of this Agreement is determined by a court to be unenforceable or invalid, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

8.17 Disputes

The parties shall cooperate in good faith to resolve any and all disputes (each, a "Dispute") that may arise under or in connection with this Agreement. The existence or resolution of any Dispute as to a matter shall not reduce or otherwise affect the payment or performance by Employer its obligations under this Agreement as to any other matter, unless pursuant to the terms of any such resolution. Employer and DBI shall attempt in good faith to resolve any Dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other party a written response. The notice(s) and the response(s) shall each include (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice(s), the executives of the parties subject to the dispute shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute. All reasonable requests for information made by one party to the other will be honored.

8.18 Force Majeure

Neither DBI nor Employer, as applicable under the circumstances, shall be liable or deemed to be in default for failure to perform or delay in performance of any of their respective obligations under this Agreement to the extent that such failure or delay results from any act of God; military operation; terrorist attack; widespread and prolonged loss of use of the Internet; national emergency or government restrictions.

8.19 Relationship of the parties

The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venturer or any association for profit between Employer and DBI.

8.20 Survival

The provisions of Section 2.1, Article 4, Section 8.7, Section 8.8 and Section 8.10 shall survive the termination of this Agreement.

8.21 Miscellaneous

Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. Nothing express or implied in this Agreement is intended to confer, and nothing herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.



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Employer Address (for 8.13 Notice Purposes)

This Agreement, including any attachments or oth	er exhibits, is accepted and agreed to by the parties as of the date specified below
Signed for Employer by:	Signed for Discovery Benefits by:
Print Name and Title	Suzanne Rehr, Chief Compliance Officer/EVP
Signature	Signature Reh
	4321 20th Avenue SW, Fargo, ND 58103



EXHIBIT A

A.1 Covered Plans. The Plans covered by this Agreement include the following:

Plans	Included in this Agreement	
Premium Only Plan – Section 125 Cafeteria Plan	×	

A.4 Record-Keeping. The record-keeping services provided by DBI for the Plans, include the following:

Benefits	
Plan Design Consulting	Included
Employee group meetings	Additional fee
Consult on interpretation of applicable laws	Included
Compliance, Reporting and Disclosure	
Generic Plan Document (Section 125)	Included
Generic Summary Plan Description	Included
Generic Plan Document and Summary Plan Description Updates	Included



EXHIBIT B Fee Schedule

\$450
\$350 per site plus expenses
Standard Plan Document and SPD included
Included for standard materials At cost for special printing requests



MONTGOMERY TOWNSHIP CAFETERIA PLAN

AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR

Montgomery Township

MONTGOMERY TOWNSHIP CAFETERIA PLAN

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

ARTICLE II PARTICIPATION

2.1	ELIGIBILITY	
2.2	EFFECTIVE DATE OF PARTICIPATION	2
2.3	TERMINATION OF PARTICIPATION	2
2.4	TERMINATION OF EMPLOYMENT	2
	ARTICLE III CONTRIBUTIONS TO THE PLAN	
(2072)		28
3.1	EMPLOYER CONTRIBUTION	
3.2	SALARY REDIRECTION	
3.3	APPLICATION OF CONTRIBUTIONS	
3.4	PERIODIC CONTRIBUTIONS	3
	ARTICLE IV BENEFITS	
4.1	BENEFIT OPTIONS	3
4.2	HEALTH INSURANCE BENEFIT	3
4.3	DENTAL INSURANCE BENEFIT	3
4.4	GROUP-TERM LIFE INSURANCE BENEFIT	4
4,5	DISABILITY INSURANCE BENEFIT	4
4.6	NONDISCRIMINATION REQUIREMENTS	4
	ARTICLE V PARTICIPANT ELECTIONS	
5.1	INITIAL ELECTIONS	4
5.2	SUBSEQUENT ANNUAL ELECTIONS	4
5.3	FAILURE TO ELECT	5
5.4	CHANGE IN STATUS	5
	ARTICLE VI BENEFITS AND RIGHTS	
6.1	CLAIM FOR BENEFITS	6
	ARTICLE VII ADMINISTRATION	
7.1	PLAN ADMINISTRATION	6
7.2	EXAMINATION OF RECORDS	7
7.3	PAYMENT OF EXPENSES	7
7.4	INSURANCE CONTROL CLAUSE	7
7.5	INDEMNIFICATION OF ADMINISTRATOR	7
	ARTICLE VIII AMENDMENT OR TERMINATION OF PLAN	
8.1	AMENDMENT	8

CONTINUATION OF COVERAGE (COBRA) 9

9.14

9.15

9.16

MONTGOMERY TOWNSHIP CAFETERIA PLAN

INTRODUCTION

The Employer has adopted this Plan effective January 1, 2015, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. The Plan shall be known as Montgomery Township Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I DEFINITIONS

- 1.1 "Administrator" means the Employer unless another person or entity has been designated by the Employer pursuant to Section 7.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.
- 1.2 "Affiliated Employer" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).
- 1.3 "Benefit" or "Benefit Options" means any of the optional benefit choices available to a Participant as outlined in Section 4.1.
- 1.4 "Cafeteria Plan Benefit Dollars" means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.
 - 1.5 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.
 - 1.6 "Compensation" means the amounts received by the Participant from the Employer during a Plan Year.
- 1.7 "Dependent" means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only under Code Section 152 (as modified by Code Section 105(b)).
- "Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or as allowed by reason of the Affordable Care Act.
 - 1.8 "Effective Date" means January 1, 2015.
- 1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.
 - 1.10 "Eligible Employee" means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

- 1.11 "Employee" means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).
- 1.12 "Employer" means Montgomery Township and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.
- 1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.
 - 1.14 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

- 1.15 "Insurance Contract" means any contract issued by an Insurer underwriting a Benefit.
- 1.16 "Insurer" means any insurance company that underwrites a Benefit under this Plan.
- 1.17 "Participant" means any Eligible Employee who becomes a Participant pursuant to Section 2.2 and has not for any reason become ineligible to participate further in the Plan.
 - 1.18 "Plan" means this instrument, including all amendments thereto.
- 1.19 "Plan Year" means the 12-month period beginning January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.
 - 1.20 "Premium Expenses" or "Premiums" mean the Participant's cost for the Benefits described in Section 4.1.
- 1.21 "Salary Redirection" means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.
- 1.22 "Salary Redirection Agreement" means an agreement which is deemed to be entered into between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.
- 1.23 "Spouse" means the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the entry date under the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference, unless such Employee elects, during the Election Period, not to participate in the Plan.

2.3 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.4:
 - (b) Death. The Participant's death; or
 - (c) Termination of the plan. The termination of this Plan, subject to the provisions of Section 8.2.

2.4 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution to be used for any Benefit under the Plan in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period

of the Participant. If a Participant fails to make any election of Benefit Option, then the Employer Contribution shall be distributed in cash to the Participant.

3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.3 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants.

3.4 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Insurance Benefit
- (2) Dental Insurance Benefit
- (3) Group-Term Life Insurance Benefit
- (4) Disability Insurance Benefit

4.2 HEALTH INSURANCE BENEFIT

- (a) Coverage for Participant and Dependents. Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.
- (b) Employer selects contracts. The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.
- (c) Contract incorporated by reference. The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.3 DENTAL INSURANCE BENEFIT

- (a) Coverage for Participant and/or Dependents. Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.
- (b) Employer selects contracts. The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) Contract incorporated by reference. The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.4 GROUP-TERM LIFE INSURANCE BENEFIT

- (a) Coverage for Participant only. Each Participant may elect to be covered under the Employer's group-term life Insurance Contract.
- (b) Employer selects contracts. The Employer may select suitable group-term life Insurance Contracts for use in providing this group-term life insurance benefit, which policies will provide benefits for all Participants electing this Benefit on a uniform basis.
- (c) Contract incorporated by reference. The rights and conditions with respect to the benefits payable from such group-term life Insurance Contract shall be determined therefrom, and such group-term life Insurance Contract shall be incorporated herein by reference.

4.5 DISABILITY INSURANCE BENEFIT

- (a) Coverage for Participant and/or Dependents. Each Participant may elect to be covered under the Employer's disability Insurance Contract.
- (b) Long term and/or short term coverage selected by Employer. The Employer may select suitable disability Insurance Contracts for use in providing this disability Benefit. The disability Insurance Contracts may provide for long-term or short-term coverage.
- (c) Contract incorporated by reference. The rights and conditions with respect to the Benefits payable from such disability Insurance Contract shall be determined therefrom, and such disability Insurance Contract shall be incorporated herein by reference.

4.6 NONDISCRIMINATION REQUIREMENTS

- (a) Intent to be nondiscriminatory. It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.
- (b) Adjustment to avoid test failure. If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among insured Benefits.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect not to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect not to participate in the Plan. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who elected not to participate may elect to participate for the next Plan Year.
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS

(a) Change in status defined. Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment:
- (2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection:
- (4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

- (b) Special enrollment rights. Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.
- (c) Qualified Medical Support Order. Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):
 - (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

- (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.
- (d) Medicare or Medicaid. Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.
- (e) Cost increase or decrease. If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

- (f) Loss of coverage. If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.
- (g) Addition of a new benefit. If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.
- (h) Loss of coverage under certain other plans. A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.
- (i) Change of coverage due to change under certain other plans. A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

ARTICLE VI BENEFITS AND RIGHTS

6.1 CLAIM FOR BENEFITS

(a) Insurance claims. Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

ARTICLE VII ADMINISTRATION

7.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconciles any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

7.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

7.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

7.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

7.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE VIII AMENDMENT OR TERMINATION OF PLAN

8.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

8.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

ARTICLE IX MISCELLANEOUS

9.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 9.12.

9.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

9.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

9.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

9.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

9.7 EMPLOYER'S PROTECTIVE CLAUSES

- (a) Insurance purchase. Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.
- (b) Validity of insurance contract. The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

9.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax

purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

9.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

9.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer until the Premium Expense required under the Plan has been paid. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

9.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the Commonwealth of Pennsylvania.

9.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

9.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

9.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

9.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

9.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

IN WITNESS WHEREOF, this Plan docume	ent is hereby executed this day of	
	Montgomery Township	
	By EMPLOYER	

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

SUBJECT: Consider Definition and Commitment of Fund Balances in Accordance with GASB Statement

No. 54

MEETING DATE: December 15, 2014 ITEM NUMBER: #16

MEETING/AGENDA: WORK SESSION ACTION xx NONE

REASON FOR CONSIDERATION: Operational: xx Policy: Discussion: Information:

INITIATED BY: Shannon Q. Drosnock BOARD LIAISON: Robert J. Birch, Supervisor

Finance Director (Committee Liaison – Finance Committee

BACKGROUND:

Each year the Board of Supervisors adopts a resolution denoting the categories of the fund balances as required by the Government Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, which addresses how fund balances (the difference between assets and fund liabilities) are to be reported on the annual audited financial statements.

Attached Exhibit A is the detail of each fund balance and its designated GASB 54 category.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

Adoption of GASB category definitions and designation of all fund balances.

ALTERNATIVES/OPTIONS:

The Board has the option to re-assign fund balances to various categories based on the use of the balances.

BUDGET IMPACT:

Required for accurate financial reporting.

RECOMMENDATION:

Staff recommends that the Board adopted the fund balance designations as described in attached Exhibit A.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby classify the Township's fund balances in accordance with the Governmental Accounting Standard Board Statement No. 54 as described in attached Exhibit A.

MOTION:	SECOND: _			
ROLL CALL:				
Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

GOVERNMENT FUNDS

GASB 54 Designation

Explanation of designation and balance.

General (01)	Unassigned	General Fund unassigned fund balance used for contingency purposes, fluctuations in revenue and/or expenses, unbudgeted necesseties throughout the year.
Fire Protection (04)	Committed	The Fire Protection Fund receives most of its revenue from two sources: dedicated tax millage legally restricted and Board allocated General Fund tax receipts. The legally restricted funds are used first and therefore the fund balance is a result of Board allocated General Fund transfers. This balance is Committed by the Board of Supervisors. Committed funds will be used for Capital Purchases and/or infrastructure improvements specifically for the Department of Fire Services including but not limited to vehicles and buildings. The fund balance may also be used to accommodate Board authorized changes in the tax allocation from the General Fund.
Park and Recreation (05)	Assigned	This fund balance is assigned by the Board of Supervisors' designee, for Park and Recreation purposes.
Street Light (07)	Restricted	This fund balance is a result of a specific assessment on residential real estate tax bills for the purpose of providing and maintaining street lights and as such, this fund balance is legally restricted.
Recreation Center (08)	Restricted	This is a new enterprise (proprietary) fund established for the daily operations of the future Recreation Center located adjacent to the Township Building. The current fund balance in this fund is restricted bond proceeds for the construction of the Center.
Debt Service (23)	Restricted	This fund balance is a result of dedicated millage on real estate tax bills for the purpose of the Township's Debt Service and as such is legally restricted.
Basin Maintenance Fund (06)	Restricted	This fund balance is a result of payments made by developer's as specified in the Land Development Agreement (LDA) with the Township and as such is legally restricted to the purposes and uses stated in the LDA's.
Capital Reserve (30)	Committed	This fund balance is committed by the Board of Supervisors annually and is used for capital replacement and improvements.
Park Development (31)	Restricted	This fund balance is a result of payments made by developer's as specified in the Land Development Agreement (LDA) with the Township and as such is legally restricted to the purposes and uses stated in the LDA's.
Liquid Fuels (35)	Restricted	This fund balance is a result of grant money from the State through the Highway Aid program and as such is legally restricted to be used for purposes specified by the State grant program.
Police Donation (92)	Assigned	This fund balance is assigned by the Board of Supervisors' designee for Police Department uses.
Environment (93)	Committed	This fund balance is a result of grant money received through the Montgomery County Recycling Grant and as such the Board of Supervisors has committed its use to funding projects related to stewardship of the environment.
Trees (94)	Committed	This fund balance is a result of payments made to the Township by developer's but is to be used at the discretion of the Township. As such the Board has Committed this fund balance for purposes of Arbor Day and the Shade Tree Commission.
Autumn Fest (95)	Assigned	This fund balance is assigned by the Board of Supervisors' designee for the Township's annual Autumn Fest.
Restoration Fund (96)	Restricted	This money is restricted by a legal contract to be used for the restoration of the Knapp Farm House.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS **BOARD ACTION SUMMARY**

SUBJECT: Consideration - Preliminary/Final Land Development Plan - Narayan Guest House -Nand Todi - 1630 County Line Road - LDS #677

MEETING DATE:

December 15, 2014

ITEM NUMBER: #17

MEETING/AGENDA:

WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational:

Information: Discussion: XX

Policy:

BOARD LIAISON: Joseph P. Walsh

INITIATED BY: Bruce Shoupe

Director of Planning and Zoning

Chairman

BACKGROUND:

The property is an undeveloped, approximately 3 acre parcel of land located at 1630 County Line Road. The applicant proposes to build an eight unit residential structure to be associated with the Bharatiya Temple located at 1612 County Line Road. A new access drive will be constructed from County Line Road and associated parking and storm water management and landscape buffering.

The parcel is within the R-1 Residential Zoning District applicant was granted variances and a special exception from the Zoning Hearing Board for this use. The Township staff and consultants have reviewed this plan for compliance with Township Codes. Copies of the review letters are attached.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

The Applicant executed an indefinite extension form, which allows unlimited review time by the Township, unless a notice is received from the Applicant that a decision be rendered within 90 days by the Board of Supervisors.

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

The Board could deny this plan or approve this plan with the conditions as outlined in the attached resolution.

BUDGET IMPACT:

None.

RECOMMENDATION:

The resolution be adopted by the Board of Supervisors.

MOTION/RESOLUTION:

The Resolution is attached. (The Chairman needs to read only the highlighted portions of the resolution.)

MOTION	SECOND			
ROLL CALL:				
Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P Walsh	Δνο	Opposed	Abstain	Aheant

DISTRIBUTION: Board of Supervisors, Frank B. Bartle, Esq.

RESOLUTION #

MONTGOMERY TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

A RESOLUTION GRANTING CONDITIONAL PRELIMINARY/FINAL APPROVAL OF THE APPLICATION FOR LAND DEVELOPMENT FOR THE NARAYAN GUEST HOUSE – LDS# 677

The Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, hereby resolves to grant conditional, preliminary/final approval of the land development application and plan for **the Narayan Guest House**, as more fully detailed on the plans listed on Exhibit "A" attached hereto and made part hereof and further conditioned upon the following being satisfied by the Applicant prior to the recording of the final plan:

- 1. Fulfilling all obligations and requirements of Gilmore & Associates, Inc. letters dated September 30, 2014, July 25, 2014; Boucher & James, Inc. letters dated October 2, 2014, July 9, 2014; Montgomery Township Planning Commission comments dated November 20, 2014; Montgomery County Planning Commission comments dated July 17, 2014; Traffic Planning and Design, Inc. letters dated October 6, 2014, July 14, 2014; Montgomery Township Fire Marshal's Office comments dated September 19, 2014, July 30, 2014; Montgomery Township Police Department comments dated July 24, 2014; Zoning Officers review dated October 1, 2014 and Kenneth Amey's letter dated July 22, 2014.
- 2. The Applicant shall enter into a Land Development Agreement and post financial security for all public improvements to the satisfaction of the Township Engineer and Township Solicitor for each phase of this development. As used herein, the term "public improvements" shall include, but shall not be limited to, streets, parking areas, drive aisles, curbs, water mains, sanitary sewer pipes, manholes and appurtenances thereto, storm water facilities, rain gardens (best management practice) and appurtenances, grading, erosion and sediment control, lighting, required trees, shrubs and landscape buffering, monuments, pins and sidewalks. The record plan shall indicate phasing if required. Public improvements shall require financial security be posted in the amount of 15% of the total public improvement cost, regardless of whether such public improvements are dedicated to the Township, for a period not less than 18 months after Township Engineer approval. If the end of maintenance period for trees and other plantings ends outside the time period specified in 205-49, the maintenance period shall be extended to comply with this requirement and the appropriate financial security shall be provided to the satisfaction of the Township Solicitor.
- The Applicant shall satisfy the requirements of all Montgomery Township Codes, the Montgomery Township Municipal Sewer Authority and North Wales Water Authority. A copy of the Authorities' permits and/or agreements from the above must be provided to the Township.

- The Applicant shall be responsible for payment of all Township Consultant fees related to this project.
- 5. The Applicant shall be responsible for obtaining all other Regulatory Authority Permits having jurisdiction over this project.
- All future development of this parcel shall be subject to new application and approval by the Board of Supervisors.
- All storm water inlets and outfall structures shall be identified in accordance with the PADEP Municipal Separate Storm Sewer Systems requirements.
- 8. The Applicant acknowledges that Section 205-116 of the SALDO provides for the payment of a fee in lieu of the dedication of parkland for park and recreation purposes. The Applicant has requested a waiver of Section 205-116(A) (2) of the SALDO providing for the payment of \$.50 per square foot for nonresidential development or use up to 10,000 square feet and \$.25 per square foot over 10,000 square feet.
- 9. The Applicant must be in compliance with the Opinion and Order of the Zoning Hearing Board dated January 7, 2014.

BE IT FURTHER RESOLVED that the following waivers are granted to the extent that they concur with the recommendation of the consultants:

- 1. Section §205-18.A. (3) Storm Drains A waiver is requested from the requirement to provide storm pipe with a minimum internal pipe diameter of 15 inches. An infiltration and storage area for a portion of the property (Retention Bed 'B') controls a small portion of roof area and the use of 12 inch diameter pipe in the bed and for the discharge pipe will adequately convey the flow and will require less excavation and a smaller disturbed area. (The consultants have no objection to this waiver.)
- 2. Section §205-22.A Sidewalks A deferral from the requirement for sidewalks along County Line Road is requested. A fee-simple acquisition of additional frontage along the property has been completed by Penn DOT. A current Penn DOT plan proposes road widening and installation of curbing, sidewalk, and sound barriers along the property frontage, scheduled to be bid December 1, 2014. (The consultants have no objection to this waiver. However, they would recommend that sidewalk be installed along the entrance drive to provide a connection to County Line Road.)

- Section §205-52.D. (1) (d) Parking Area Landscaping A waiver is requested from the requirement to provide continuous concrete curbing around all planting islands. One planting island is required and has been provided with continuous raised concrete curbing. A second curbed area includes a portion of depressed curb for storm water runoff conveyance. (The consultants have no objection to this waiver.)
- 4. Section §205-52.D.(1)(e) Parking Area Landscaping A waiver is requested from the requirement to provide one shade tree for each 290 square feet of planting island to allow a stone channel through an island to convey storm water runoff from the parking area. There are two proposed islands of 200 square feet each. One island will include a tree, and a second tree will be provided adjacent to the parking area. (The consultants have no objection to this waiver.)
- Section §205-78.A.(I) and §205-79.A.(I) Drafting Standards A waiver is requested from the requirements to use a scale of 100 feet to the inch for preliminary plans and 40 feet to the inch for final plans. The plans use 30 feet to the inch to provide a higher level of detail and better legibility. (The consultants have no objection to this waiver.)
- 6. Section §205-78.B. (1) Existing Features A waiver is requested from the requirement to provide existing features within 400 feet of the site. An aerial map has been provided in the plan set showing existing features within 400 feet, which we should adequately depict the surrounding area. (The consultants have no objection to this waiver.)
- 7. The Applicant hereby request a waiver of Section 205-116(A) (2) of the SALDO providing for the payment of \$.50 per square foot for nonresidential development or use up to 10,000 square feet. The fee amount being requested to be waived is \$4,375.00

This Resolution shall become effective on the date upon which all of the above stated conditions are accepted by the Applicant in writing. If, for any reason, the Applicant fails to acknowledge the acceptance of the conditions contained in this Resolution within ten (10) days from the date of this Resolution, then the Preliminary/Final Plan approval granted herein shall become null and void, the waivers requested shall be deemed denied, and the plan shall be denied for failure to comply with Sections of the Township Zoning Ordinance and/or Township Subdivision and Land Development Ordinance for the reasons cited herein or as set forth in the letters referenced herein.

DULY PRESENTED AND ADOPTED by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, at a public meeting held this 15th day of December, 2014.

Page 4 of 5			
MOTION BY:			
SECOND BY:		VOTE:	
The above conditions a	re agreed to by the	applicant this	
day of	, 2014.		
*			
	Applie	cant Signature	

Resolution #

xc: Applicant, F. Bartle, R. Dunlevy, B. Shoupe, M. Stoerrle, K. Johnson, J. Stern-Goldstein, MCPC, Minute Book, Resolution File, File

EXHIBIT "A"

PLANS-STUDIES

DESCRIPTION	ORIGINAL DATE	REVISED DATE
Land Development Plan	3-21-14	9-12-14
2. Erosion and Sedimentation Control Plan	3-21-14	9-12-14
3. E&S Control Details	3-21-14	9-12-14
4. Existing Features & site Analysis Map	3-21-14	9-12-14
5. Aerial Plan	3-21-14	9-12-14
Construction Improvement Plan	3-21-14	9-12-14
7. Landscaping Plan	3-21-14	9-12-14
8. Plan and Profile: County Line Road	3-21-14	9-12-14
9. Plan and Profile: Proposed Driveway	3-21-14	9-12-14
10. Plan and Profile: Storm & Sanitary Sewer	s 3-21-14	9-12-14
11. Vehicle Access Plan	3-21-14	9-12-14
12. Lighting Plan	3-21-14	9-12-14
13. Pre-Development Drainage Shed Plan	3-21-14	9-12-14
14. Post-Development Drainage Shed Plan	3-21-14	9-12-14
15. Storm water Construction Details	3-21-14	9-12-14
16. Penn DOT Details	3-21-14	9-12-14
17. Construction Improvement Details	3-21-14	9-12-14
18. Water and Sewer Details	3-21-14	9-12-14



BHARATIYA TEMPLE

Ph 215-997-1181 Street Address 1612 County Line Rd Chalforn, PA, 18914 Mailing Address P.O.BOX 463 (Montgomeryville, PA, 18936

. www.b-temple.org

Executive Officers

President - Napul Todi Vice, President - Vipul Rathod Treasurer - Eswaran Balasubcamanian Secretary - Praful Patél

Board of Directors

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Fundraising Simise Sanghaika 235-648-1998

Educational Committee Pata Shell (GD) 275/2472

Cultural Committee Sapan Radialy/illinar 207-614-2072

Senior Citizen Group Part Shalt 213-699-2417

Youth Group Vius Pola 215- 768-2514

Women's Group Merca Komar 215-800-7021

Bhuratiya Vidyahiya Provecti Shama 215-361-0145

Health and Human Services Akkarasa Sarma 215-93-1-9256 Bruce Shoupe,

Director of Planning and Development,

Montogomery Township.

Ref: Narayan Guest House

Dear Bruce,

I am in receipt of the draft resolution for the Preliminary/Final approval of the Land Development application for the Narayan Guest House. The Narayan Guest House will be providing housing for the priests, visiting priests and care takers of the Bharatiya Temple. On behalf of the Bharatiya Temple's priests and congregation I am requesting the consideration of Montgomery Township and its Board of Supervisors for relief or a waiver from SALDO Sec. 205-116 in its entirety which requires a fee in lieu of parkland for park and recreation space. The congregation is more than willing to provide volunteer services to Montgomery Township and its residents in exchange for being granted this waiver of this fee and costs. All other comments in the draft resolution are acceptable.

Dec. 9, 2014

Thanking you in advance for your kind consideration.

Sincerely,

Nand Todi

Richard C. Mast Associates, P.C. | Consulting Engineers and Land Surveyors

The Village at Lederach | 658 Harleysville Pike, Suite 150 | Harleysville, PA 19438 | 215-513-2100 | Fax 215-513-2101

RECEIVED

September 16, 2014

SCP 1 6 2014

Montgomery Township 1001 Stump Road Montgomeryville, PA, 18936 MONTGOMERY TOWNSHIP

ATTN: Mr. Bruce S. Shoupe, Director of Planning and Zoning

SUBJ: Narayan Guest House - Preliminary/Final Land Development Plans (Submission 2)

Montgomery Township, Montgomery County, PA

Project Number 2771

Dear Mr. Shoupe:

I am enclosing the following items with regard to a Preliminary Land Develoment Plan application for the above-reference project:

- 1. Signed copy of an Application for a Revised Plan dated September 15, 2014;
- 2. Letter from Nand Todi dated September 15, 2014;
- 3. Waiver request letter dated September 12, 2014;
- Preliminary/Final Land Development Plan set, Sheets 1-18 of 18 (10 copies) last revised September 12, 2014;
- 5. Stormwater Management Report (2 copies) last revised September 12, 2014;
- 6. A CD containing electronic copies (PDF format) of the documents listed above.

Since the last formal plan submission, the attached subdivision plans and reports have been revised in response to the following six township and outside agency consultant review letters:

- 7. Township Engineer letter dated July 25, 2014;
- 8. Landscape Consultant letter dated July 9, 2014;
- 9. Director of Fire Services letter dated July 30, 2014;
- 10. Traffic/Street Lighting Engineer letter dated July 14, 2014;
- 11. Montgomery Township Municipal Sewer Authority Engineer letter dated July 17, 2014;
- 12. Montgomery County Planning Commission letter dated July 17, 2014.

I have listed below, our response to each of the review comments contained in the review letters, in corresponding numeric order below.

www.rcmaonline.com

Township Engineer letter dated July 25, 2014

I. SUBMISSION: comments noted

II. GENERAL: comments noted.

III. REVIEW COMMENTS

A. Zoning Ordinance

- A. Comment noted.
- B. Comment noted.
- C. The building as currently proposed is in the same location as represented at the Zoning Hearing in relation to the Ultimate Right-of-Way as defined by the Montgomery Township Zoning Ordinance. Subsequent to the Zoning Hearing, PennDOT acquired additional rightof-way along the property frontage, which does not alter the proposed building location in relation to the Ultimate Right-of-Way. The plans have been revised to label the right-of-way as "PennDOT Legal R/W.

Comments regarding deed restriction are noted.

B. Subdivision and Land Development Ordinance

- 1. A clear sight triangle has been added to the plans.
- 2. Signs have been added to both sides of the driveway, to read, "NO PARKING FIRE LANE" in deference to the review letter issued by the Director of Fire Services.
- Additional paving has been provided to accommodate turning movements of emergency vehicles. An Access Plan drawing has been added to the plan set demonstrate turning movements based on the Township's emergency vehicle specification.
- 4. Parking space striping has been revised and a detail has been added to the plan.
- 5. An 8 by 10 foot fenced area has been added to the plan for storage of trash bins/totes adjacent to the emergency vehicle turning area. The turning area will provide trash trucks adequate access to access the storage area and will provide the ability for vehicles to turn around prior to existing the area.
- Monuments have been added along the frontage at the corners of the PennDOT right-ofway.
- The detail has been revised accordingly.
- 8. Typical cross section and curb grades have been added to the plans.
- A note regarding concrete curbing treatments has been added to the plans.
- A note has been added to the concrete curb detail accordingly. A depressed curb detail
 has been added to the plans
- 11. Additional sewer lateral details have been added to the plans.

- 12. Additional water service information has been added to the plans and a letter has been sent to the North Wales Water Authority (NWWA) to confirm the Authority's ability to service the property. A copy of the NWWA response will be forwarded to the Township when received by the applicant.
- 13. Sidewalk along the property's entire frontage is included in PennDOT's plans for widening and improvement of County Line Road. The proposed driveway design of the Narayan Guest House project incorporates the PennDOT design, and PennDOT's right-of-way acquisition has been completed and the let date for PennDOT bidding construction is December 1, 2014. The applicant requests a deferral of the requirement to provide sidewalk along the frontage conditional upon installation of sidewalk by PennDOT.
- 14. Notes have been added to the plan accordingly.
- Comment noted.
- 16. A note has been added to the plan accordingly.
- 17. Rip rap calculations have been added to the Stormwater Management Plan report.
- 18. Tree protection fencing has been added to the plans and notes accordingly.
- 19. Filter sock has been added to the plan accordingly.
- 20. Additional spot grades have been added to ensure positive drainage.
- An area has been added to the Landscape Plan to be signed and sealed by a registered Landscape Architect.
- Comment noted.
- 23. A waiver has been requested from the requirement to use 100 feet to the inch scale.
- 24. An area has been added to the plans to be signed and sealed by a registered Professional Engineer.
- 25. An Aerial Map has been added to the plan set accordingly, and a waiver has been requested.
- 26. The name and address of the owner of record is included in the Site Data section of the Land Development Plan. The name and address of the registered engineer and licensed surveyor are included in the title block of the drawings.
- 27. The plans have been revised to label the right-of-way as "PennDOT Legal R/W." Bearings and distances have been revised as necessary.
- 28. The plans have been revised accordingly to detail the design of the sanitary and storm piping.
- 29. Profiles for the sanitary and storm pipes have been added to a new plan and profile sheet. Cross sections will be added to subsequent plan submissions.

Page 4

30. Comment noted. The plan uses a scale of 30 feet to the inch, and a waiver has been requested from the requirement to use 40 feet to the inch.

C. Stormwater Management

- The pipe in the Stormwater Facility B has been revised to 12 inch diameter. Tops of grates and
 invert elevations have been added to the plan for all inlets. A waiver has been requested to allow
 the use of 12 inch diameter pipes within the infiltration trench and for the outlet pipe.
- Plans are being submitted to the Montgomery County Conservation District concurrently with this submission.
- 3. A maintenance note has been added to the Land Development Plan accordingly.
- 4. A note has been added to the Construction Notes under Excavation/Grading section accordingly.
- 5. The Stormwater Management Report has been revised to to indicate the required control volumes, which are included in Section V.C of the report.
- 6. The basins have been revised to include low-flow orifices set below the invert of the primary discharge control orifice, in order to capture and slowly release a volume of stormwater runoff. The report has been revised to detail the volume to be captured and not released.
 - Infiltration is not included in the calculations towards meeting the requirement to not release1" of runoff volume. However a portion of stone bedding under the storage pipes in the retention beds has been calculated. The plans have been revised to indicate pervious liners surrounding the top and sides of the basins.
- 7. The plans have been revised to indicate the natural resource areas shall not be disturbed.
- 8. Nonstructural BMP volumes has been revised in the report and in Appendix J.
- An O&M note regarding trees to be used as stormwater BMPs will be added to subsequent plan revisions.
- 10. Infiltration has not been used in the calculation of the volume of stormwater runoff to be permanently removed from the runoff flow, as 1" of runoff volume has been removed through structural and nonstructural volume controls. The report has been revised to include these calculations in Section V.C.3-4.
- 11. The design and report have been revised to demonstrate compliance with the ordinance.
- 12. The study areas for the stormwater analysis have been revised to include only the area within the Limit of Disturbance, which is under one acre. The DeKalb Rational Method has been used, which generates runoff volumes appropriate for a site the size of the project area.
- 13. The statements and notes will be added to subsequent revisions of Record Plan..
- 14. An Operations & Maintenance note has been added to the plan.
- 15. The chamber and pipe lengths have been revised in the design and in the report.
- 16. Inverts and dimensions for the basins have been included on the plans, profiles, and details.

D. General

- 17. Comment noted.
- 18. The acquisition of the remaining PennDOT required right-of-way has been finalized since the time of the previous submission. As noted in our response to Comment III.A.C. above, the plans have been revised to label the right-of-way as "PennDOT Legal R/W."
- 19. The lot area has been revised to 3.09 acres to remove the area between the ultimate right-of-way and the PennDOT right-of-way lines.
- 20. The side yard distance has been revised in the Zoning Table to 184 feet to match the dimension depicted on the plan.
- 21. A 60 foot front yard setback from the ultimate right-of-way has been added to the Land Development Plan.
- 22. Comment noted.

Landscape Consultant letter dated July 9, 2014

1. General Requirements

- A. The Landscaping and Lighting Plan has been revised to include certification by a registered Landscape Architect.
- B. "Planting Standards and Guidelines" notes and a note regarding pruning have been added to the Landscaping Plan accordingly.
- C. A revised guaranty note is included in the Planting Standards and Guidelines notes referenced in Item B, above.
- D. A note has been added to the General Landscape Notes section accordingly.

2. Landscape Plan Requirements

- A. Zoning district designations for the site and adjacent properties have been added to the location map.
- B. A fenced area for storage of trash bins has been added to the plans.
- C. No sidewalk is proposed along the driveway. A lighting plan has been added to the plan set.
- D. A note has been added to the plans indicating that all utilities will be underground.
- E. The location and diameter of all existing individual trees within the proposed limit of disturbance has been added to the plans.
- F. The location, caliper and common name of all trees greater than 23" caliper DBH has been added to the plan. There are four trees over 23" caliper; one maple, two oak, and one ash. The ash tree is within the PennDOT right-of-way. The other three trees are outside the right-of-way and outside the limit of disturbance of the property.
- G. There is a sufficient number of existing trees to exceed the replacement requirements of the ordinance. These trees are indicated on the plan, and alisting of the trees along with species and diameters has been provided with this letter.
- H. Comment noted.

3. Planting Requirements

- A. Existing trees 4" in caliper and greater within 10' of the PennDOT right-of-way and at a minimum 50 ft. interval have been shown on the plan. Two trees have been proposed along the property frontage where spacing was not adequate.
- B. Screen buffer plantings have been added to the plan.
- C1. Two shade trees are shown, one in a planting island within the lot, and one adjacent to the lot. A waiver has been requested for the tree adjacent to the lot to allow for a curbed area within the lot to function as a storm water conveyance feature.
- C2. Six shrubs are shown for every two spaces and a tabulation is shown on the Landscaping Plan.

- C3. A waiver has been requested from the requirement to provide a shade tree within each planting island to allow stormwater runoff to flow through the island adjacent to the infiltration bed.
- D. A waiver has been requested from the requirement to provide raised continuous concrete curbing around all planting islands in order to allow stormwater runoff to flow through the island adjacent to the infiltration bed.
- E. The seeding mixture has been revised to remove crownvetch.
- F. The proposed retention bed is an underground facility and will not require plantings to blend in with its surroundings. River rock has been substituted for rip rap and the inlet grates have been lowered to provide a more aesthetically pleasing design.
- G. An underground retention and infiltration bed is proposed, and it is our understanding the ordinance will not require stormwater management facility plantings.
- H. An existing tree with diameter and species (oak) has been located by survey and labeled on the plan to meet this requirement.

4. Preservation, Protection and Replacement of Trees

- A. Additional tree protection fencing has been added to the plans.
- B. A note has been added to the plans accordingly.
- C. Existing trees have been located by survey and replacement calculations have been added to the plan.

5. Recommended Plant List and Planting Standards and Guidelines

A. The Planting Standards and Guidelines have been added to the plan.

6. General Comments.

- Comment noted.
- B. The details have been replaced with the detail from Appendix C of the Township Ordinance.
- C. The details have been replaced with the detail from Appendix C of the Township Ordinance.
- D. The details have been replaced with the detail from Appendix C of the Township Ordinance.
- E. The note has been revised to state that tree areas to be protected shall be delineated with tree protection fencing prior to clearing and grubbing.
- F. The note has been removed.
- G. The note has been revised accordingly.
- H. The note his been added to the plan under the General Landscape section.
- I. The note his been added to the plan under the General Landscape section.

Mr. Bruce S. Shoupe, Director of Planning and Zoning Narayan Guest House –Land Development Plans, Submission 2 September 16, 2014 Page 8

- J. The planting schedule has been revised accordingly.
- K. The quantities in the Planting Schedule have been revised.
- L. Comment noted.

Traffic/Street Lighting Engineer letter dated July 14, 2014

Traffic Engineering Comments

- 1. Comment noted.
- 2. Comment noted.
- An Access Plan has been added to the plan set which demonstrates turning movements for the Montgomery Township fire truck to enter and exit the driveway and parking area. This is the largest vehicle anticipated to require access to the site.

Street Lighting Comments

- 4. A lighting plan has been added to the plan set accordingly.
 - The lighting plan included in the plan set includes iso-illuminance lines for the proposed lighting fixtures.
 - The proposed building is a residential dwelling, without set hours of operation. A note has been added to the plan that the lighting shall be extinguished or dimmed between the hours from 10 P.M. until dawn. The proposed fixtures LED units which are capable of being dimmed provide a 50% reduction in light.
 - The proposed pole-mounted light is an an island and will be five feet outside the paved area.
 - A note on the lighting plan states that the lighting contractor shall provide shielding within the lighting fixtures as necessary to prevent light spillover onto adjacent properties.
 - High efficiency LED lighting fixtures have been specified on the Lighting Plan.

Director of Fire Services letter dated July 30, 2014

- 1. The proposed building will be furnished with an automatic sprinkler system. The maximum route length to the furthest location at the rear of the building is approximately 150 feet.
- 2. The width of the proposed driveway, including the center space between stalls in the parking area is 26 feet. No overhead utilities or structures are proposed. Existing overhead wires along County Line Road are located on the opposite side of the road from the proposed driveway.
- 3. An Access Plan drawing has been added to the plan set which demonstrates turning movements of the Montgomery Township fire truck using the vehicle dimensions provided by the Montgomery Township Planning and Zoning office. An area of additional parking is included to the parking area to facilitate the turning movements. These area will be striped and a sign will be placed to indicate parking is prohibited, consistent with the signage noted in Item 5 below.
- 4. As noted in Item 3 above, the plans have been revised accordingly.
- 5. Signs along the proposed driveway and at the turn-around location of the parking area has been added to the plan.
- A note has been added to the plan under the "General" section of the Construction Notes accordingly.
- a. An existing hydrant at the intersection of the proposed driveway with County Line Road is approximately 350 linear feet from the hydrant to the furthest location of the exterior of the proposed building..
- 7. The proposed building will have automatic sprinkler systems.
- 8. There will not be any aerial utility wires along the access drive to the building, and the building will be under 30 feet in height.
- 9. The access drive width is 26 feet, and the building will be under 30 feet in height.
- 10. There are no gas services proposed as part of the project.
- 11. Comment noted.
- 12. A note has been added to the plan under the "General" section of the Construction Notes accordingly.
- 13. A note has been added to the plan under the "Water" section of the Construction Notes accordingly.

Mr. Bruce S. Shoupe, Director of Planning and Zoning Narayan Guest House –Land Development Plans, Submission 2 September 16, 2014 Page 11

Montgomery Township Municipal Sewer Authority Engineer letter dated July 17, 2014

I. ADMINISTRATIVE ISSUES

- 1. Comment noted. A cost estimate has been enclosed with this letter.
- A Sewage Facilities Planning mailer has been submitted to the PaDEP and a letter requesting certification of capacity from the MTMSA has been submitted to the Authority.
- 3. A note has been added accordingly.

J. II. TECHNICAL ISSUES

- 1. A profile of the sanitary lateral has been added to the plans accordingly.
- Details and notes have been added to the plans accordingly.
- 3. The limit of clearing has been revised to show all existing trees within 10 feet of the proposed sanitary lateral to be removed.
- The Erosion and Sedimentation Control Plan limit of disturbance has been revised accordingly.
- 5. The existing sanitary manhole has been labeled accordingly.
- 6. The note has been added to the plans.
- 7. An AutoCAD file will be transmitted to the MTMSA under separate cover.

Mr. Bruce S. Shoupe, Director of Planning and Zoning Narayan Guest House –Land Development Plans, Submission 2 September 16, 2014 Page 12

Please process the materials for review and approval, and feel free to contact me if you have any questions or need any additional information. Thank you.

Sincerely:

Richard C. Mast Associates, P.C.

By: Joshua K. Gross, P.E., Project Manager

cc: Nand and Shashi Todi; by email only (NTodi@pennmfg.com)

David J. Caracausa; by email only (davidc@cbpremierproperties.com)

Richard C. Mast, P.E.; by email only (rmast@rcmaonline.com)

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Richard C. Mast Associates, P.C. | Consulting Engineers and Land Surveyors

The Village at Lederach | 658 Harleysville Pike, Suite 150 | Harleysville, PA 19438 | 215-513-2100 | Fax 215-513-2101

September 12, 2014

Franconia Township P.O. Box 128 Franconia, PA 18924 RECEIVED

SIP 1 8 2014

MONTGOMERY TOWNSHIP

Montgomery Township 1001 Stump Road Montgomeryville, PA, 18936

ATTN: Mr. Bruce S. Shoupe, Director of Planning and Zoning

SUBJ: Narayan Guest House - Waiver Requests

Montgomery Township, Montgomery County, PA

Project Number 2771

Dear Mr. Shoupe:

On behalf of the Applicant for the Narayan Guest House Land Development application, we respectfully request the following waivers be granted in conjunction with the project approvals.

Section §205-18.A.(3) Storm Drains

A <u>waiver</u> is requested from the requirement to provide storm pipe with a minimum internal pipe diameter of 15 inches. An infiltration and storage area for a portion of the property (Retention Bed 'B') controls a small portion of roof area and the use of 12 inch diameter pipe in the bed and for the discharge pipe will adequate convey the flow and will require less excavation and a smaller disturbed area.

Section §205-22.A Sidewalks

A <u>deferral</u> from the requirement for sidewalks along County Line Road is requested. A fee-simple acquisition of additional frontage along the property has been completed by PennDOT. A current PennDOT plan proposes road widening and installation of curbing, sidewalk, and sound barriers along the property frontage, scheduled to be bid December 1, 2014.

Section §205-52.D.(1)(d) Parking Area Landscaping

A <u>waiver</u> is requested from the requirement to provide continuous concrete curbing around all planting islands. One planting island is required and has been provided with continuous raised concrete curbing. A second curbed area includes a portion of depressed curb for stormwater runoff conveyance.

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Mr. Bruce S. Shoupe, Director of Planning and Zoning Narayan Guest House – Request for Waivers September 12, 2014 Page 2

Section §205-52.D.(1)(e) Parking Area Landscaping

A <u>waiver</u> is requested from the requirement to provide one shade tree for each 290 square feet of planting island to allow a stone channel through an island to convey storm water runoff from the parking area. There are two proposed islands of 200 square feet each. One island will include a tree, and a second tree will be provided adjacent to the parking area.

Section §205-78.A.(1) and §205-79.A.(1) Drafting Standards

A <u>waiver</u> is requested from the requirements to use a scale of 100 feet to the inch for preliminary plans and 40 feet to the inch for final plans. The plans use 30 feet to the inch to provide a higher level of detail and better legibility.

Section §205-78.B.(1) Existing Features

A <u>waiver</u> is requested from the requirement to provide existing features within 400 feet of the site. An aerial map has been provided in the plan set showing existing features within 400 feet, which we should adequately depict the surrounding area.

Mr. Bruce S. Shoupe, Director of Planning and Zoning Narayan Guest House – Request for Waivers September 12, 2014 Page 3

The enclosed information is provided for review and consideration by the Planning Commission and Board of Supervisors. Please feel free to contact me with any questions or if you need any additional information.

Sincerely:

Richard C. Mast Associates, P.C.

By: Joshua K. Gross, P.E., Project Manager

cc: Nand and Shashi Todi; by email only (NTodi@pennmfg.com)

David J. Caracausa; by email only (davidc@cbpremierproperties.com)

Richard C. Mast, P.E.; by email only (rmast@rcmaonline.com)

Q:\ProjectAdmin\2700 Series\2771 Todi Subdivision\4 Project General Correspondence\2771 c008 JKG to B Shoup - waivers.docx



September 30, 2014

File No. 14-06055

Bruce S. Shoupe, Director of Planning and Zoning Montgomery Township 1001 Stump Road Montgomeryville, PA 18936-9605

Reference:

Narayan Guest House Preliminary Land Development - LD/S #677

1630 County Line Road

Tax Parcel #46-00-00556-00-1; Block 16A, Unit 177

Dear Bruce:

As requested, Gilmore & Associates, Inc. has reviewed the preliminary land development plan for the abovereferenced project and offers the following comments for consideration by the Montgomery Township Board of Supervisors:

I. SUBMISSION

- A. Waiver Request Letter, prepared by Richard C. Mast Associates, P.C., dated September 12, 2014
- B. Response Letter, prepared by Richard C. Mast Associates, P.C., dated September 16, 2014
- C. Preliminary Land Development Plans, as prepared by Richard C. Mast Associates, P.C., eighteen (18) sheets, dated March 21, 2014, last revised September 12, 2014
- D. Stormwater Management Report, as prepared by Richard C. Mast Associates, P.C., dated June 9, 2014, last revised September 12, 2014

II. GENERAL

The subject property is an undeveloped 3.22 acre (gross), 3.09 acre (net) parcel of land at 1630 County Line Road, North Wales, PA, approximately 600 feet south of the intersection of County Line Road and Kingston Way. The site proposes access to County Line Road (S.R. 2038). The site is within the Residential (R-1) Zoning District. The property is being developed as a religious use and will consist of an eight (8) unit residential structure with associated drive, parking and stormwater management. The structure will be used for residential purposes associated with the nearby Bharatiya Temple located at 1612 County Line Road.

III. REVIEW COMMENTS

A. Zoning Ordinance

The Applicant was granted the following variances and special exceptions from the Zoning Ordinance by the Zoning Hearing Board of Montgomery Township at a Public Hearing held on January 7, 2014. A list of 'Zoning Variances and Special Exception' and Conditions are included on the Land Development Plan, Sheet 1 of 18.

A. From §230-26.E.(1), A special exception to permit a religious use in a residential district.

- B. From §230-26.E.(1), A variance to permit a religious use on a lot less than 5 acres in size.
- C. From §230-26.E.(1), A variance to permit a building setback of 75 feet from the ultimate right-of-way line where 100 feet is required.

The following conditions shall be applied:

- 1. A deed restriction shall be placed on the subject property, as approved by the township.
- The deed restriction, at a minimum, shall contain the following language Declarants hereby declare that the proposed building will be exclusively for residential purposes of the house priest, visiting priests and caretakers involved with the operation of the Bharatiya Temple and their respective families, if any. No Temple sponsored religious ceremonies or celebrations shall occur on the subject property.

Based on our review the plan appears to comply with the Zoning Ordinance and the decision of the Zoning Hearing Board. Upon further development of the plans additional items may become apparent.

B. Subdivision and Land Development Ordinance

The applicant is requesting the following waivers from the Township Subdivision and Land Development Ordinance (SALDO).

- §205-18.A(3) The minimum internal diameter of storm drains shall be 15 inches, and the minimum grade shall be 1/2 of 1%. A waiver has been requested for the use of 12" pipe. We support a waiver from this requirement to allow 12 inch diameter pipes.
- §205-22 The applicant has requested a waiver to defer installation of sidewalk along County Line Road until constructed by PennDOT as part of the pending widening project. We support deferral of sidewalk along County Line Road. We recommend sidewalk be installed along the entrance drive to provide a connection to County Line Road.
- §205-78.A(1) & §205-79.A(1) The drawing scale shall be 100 feet to the inch. A waiver has been
 requested to allow larger scales. We support a waiver request from this section of the Ordinance
 since the plans are more legible at the scale provided.
- 4. §205-78.B(1) The plans should include the location, names and widths of streets and alleys, including existing streets, etc. within 400 feet of any part of the land to be subdivided. An aerial photograph has been added to the plans and a waiver has been requested. We support a waiver request from this section of the Ordinance.
- The applicant is requesting waivers from landscaping requirements (§205-52.D(1)(d), §205-52.D(1)(e)). We defer recommendation regarding these requests to The Township Landscape Architect.

Based on our review, the following items do not appear to comply with the Township Subdivision and Land Development Ordinance. Upon further development of the plans, additional items may become apparent.

 §205-22 – We recommend sidewalk be provided along the driveway to provide a pedestrian connection to County Line Road (SR 2038). A sidewalk detail shall be included on the plans. We note PennDOT plans sidewalks along County Line Road. The applicant has requested a waiver to defer installation of sidewalk along County Line Road until constructed by PennDOT as part of the pending widening project. We support deferral of sidewalk along County Line Road.

- §205-24 We defer the review of lighting requirements and plan to the Montgomery Township Lighting Consultant.
- §205-51 We defer the review of the Landscape Plans to the Montgomery Township Landscaping Consultant.

C. Stormwater Management

Based on our review, the following items do not appear to comply with the Montgomery Township Subdivision and Land Development Ordinance (SALDO) Section §205-18 and the Stormwater Management Ordinance, §206. Upon further development of the plans, additional items may become apparent.

- §205-18.1.C & §205-29 An Erosion and Sedimentation Control Plan shall be submitted to the Montgomery County Conservation District (MCCD). No permit shall be approved unless there has been a plan approved by the MCCD.
- §205-29.B(2) Development plans shall adequately handle the velocity of surface water runoff.
 Outlet protection should be designed to accommodate the anticipated full flow discharges from the basins. The Rip-Rap outlet protection worksheet should be revised to include the emergency spillway from structure A2.
- §206-11.D. Several trees are proposed outside the limit of disturbance. The limit of disturbance shall encompass all proposed work and shall include the proposed trees along the northern and western property lines. We recommend the applicant protect the meadow areas between the parking area and the proposed trees.
- 4. §§206-14.C(1) & (2) Natural resources to be protected are indicated on the plans. The protected areas are those where no disturbance is proposed. The protected area is not to be included in the stormwater management site acreage used in determining the nonstructural volume controls. The applicant has included existing wooded areas within the protected areas but outside the limit of disturbance as nonstructural BMPs. Protected woods, meadows, etc. outside the limit of disturbance are not permitted to be used as nonstructural BMPs as indicated in §206.4.C(1) and on Table A-5 of Appendix A. Areas of natural resources within the limit of disturbance that are to be protected may be considered nonstructural BMPs.
- 5. §206-14.B The first 1 inch of runoff volume from impervious areas shall not be released. The Stormwater report indicates that 1,379 cf of runoff must be removed from the runoff outflow. The applicant has relied on nonstructural BMPs to meet this requirement. For the reason noted above (§§206-14.C(1) & (2)), the nonstructural BMPs presented are not applicable. The applicant shall present alternative methods to accomplish the removal of 1 inch of runoff volume from the impervious surfaces from the site runoff.
- §206-19.B(3)(h),(i) & (j) The statements and notes included in these sections of the ordinance shall be included on the Record plan.
- §206-19.B.5 The BMP operation and maintenance activities shall be listed on a plan to be recorded.
- 8. §206-30 The owner of the land shall be required to enter into and record a BMP Operations & Maintenance agreement, along with the associated documents required as part of this section (e.g. stormwater management plan, agreement, statement regarding alteration of BMPS). The owner shall coordinate with the Township Solicitor.

- 9. The outlet structures as presented on the detail sheet (sheet 15 of 18) do appear to be consistent with the outlet structure input parameters in design report. The design report includes emergency/overflow weirs that are not presented on the details. The plans and report shall be made consistent.
- 10. The top of grate and invert elevations on the storm sewer profiles (sheet 10 of 18) do not appear to be consistent with the stormwater construction details (sheet 15 of 18). The information presented on the plan (sheet 8 of 18), the details and the profiles shall be made consistent.
- 11. All top of grates, inverts, bottom of structures, etc. for the inlet, outlet and endwall structures shall be provided on the details (sheet 15 of 18). Several elevations appear to be missing or inconsistent from the details.

D. General

- The Applicant shall obtain all required approvals, permits, declarations of restrictions and covenants, etc. (e.g. PADEP, PennDOT, MCPC, MCCD, MTMSA, NWWA, NPWA, MCDH, Fire Marshal, etc.). Copies of these approvals and permits should be submitted to the Township and our office.
- 2. Documentation confirming available water and sewer capacity shall be provided.

Please note that due to the nature and amount of revisions that will be made to the plans and calculations, additional comments may be forthcoming during future plan reviews.

In order to help expedite the review process of the resubmission of the plan, the Applicant should submit a response letter which addresses each of the above comments. Changes that have been made to the application that are unrelated to the review comments should also be identified in the response letter.

If you have any questions regarding the above, please contact this office.

Sincerely,

James P. Dougherty, P.E. Senior Project Engineer

Township Engineers

JPD/sl.

cc: Lawrence J. Gregan, Manager - Montgomery Township

Doughut

Marita A. Stoerrle, Development Coordinator - Montgomery Township

Marianne McConnnell, Deputy Zoning Officer - Montgomery Township

Frank R. Bartle, Esq., Solicitor - Dischell Bartle & Dooley, PC

Kevin Johnson, P.E. - Traffic Planning & Design, Inc.

Judith Stern Goldstein, ASLA, R.L.A. - Boucher & James, Inc.

Ken Amey, AICP

Thomas F. Zarko, P.E., Sewer Authority Engineer - CKS Engineers, Inc.

Nand and Shashi Todi

Joshua K. Gross, P.E. - Richard C. Mast Associates, P.C.

Russell S. Dunlevy, P.E., Executive Vice President - Gilmore & Associates, Inc.



July 25, 2014

File No. 14-06055

Bruce S. Shoupe, Director of Planning and Zoning Montgomery Township 1001 Stump Road Montgomeryville, PA 18936-9605

Reference:

Narayan Guest House Preliminary Land Development - LD/S #677

1630 County Line Road

Tax Parcel #46-00-00556-00-1; Block 16A, Unit 177

Dear Bruce:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the preliminary land development plan for the above-referenced project and offers the following comments for consideration by the Montgomery Township Board of Supervisors:

I. SUBMISSION

- A. Transmittal Letter, prepared by Richard C. Mast Associates, P.C., Dated June 10, 2014
- B. Application for Subdivision and Land Development, Dated June 9, 2014
- C. Deed for 1630 County Line Road, North Wales, PA 19454 (Subject Property)
- D. Preliminary Land Development Plans, as prepared by Richard C. Mast Associates, P.C., thirteen (13) sheets, dated March 21, 2014, last revised June 9, 2014
- E. Stormwater Management Report, as prepared by Richard C. Mast Associates, P.C., dated June 9, 2014
- F. Erosion and Sedimentation Control Narrative, as prepared by Richard C. Mast Associates, P.C., dated June 9, 2014

II. GENERAL

The subject property is an undeveloped 3.22 acre (gross) parcel of land at 1630 County Line Road, North Wales, PA, approximately 600 feet south of the intersection of County Line Road and Kingston Way. The site proposes access to County Line Road (S.R. 2038). The site is within the Residential (R-1) Zoning District. The property is being developed as a religious use and will consist of an eight (8) unit residential structure with associated drive, parking and stormwater management. The structure will be used for residential purposes associated with the nearby Bharatiya Temple located at 1612 County Line Road.

III. REVIEW COMMENTS

A. Zoning Ordinance

The Applicant was granted the following variances and special exceptions from the Zoning Ordinance by the Zoning Hearing Board of Montgomery Township at a Public Hearing held on January 7, 2014. A list of 'Zoning Variances and Special Exception' and Conditions are included on the Land Development Plan, Sheet 1 of 13.

- A. From §230-26.E.(1), A special exception to permit a religious use in a residential district.
- B. From §230-26.E.(1), A variance to permit a religious use on a lot less than 5 acres in size.
- C. From §230-26.E.(1), A variance to permit a building setback of 75 feet from the ultimate right-of-way line where 100 feet is required. We note the applicant has provided a setback of 76 feet from the property line and 62 feet from the PennDOT ROW line. The zoning officer should advise if the plan is consistent with the zoning hearing board decision or if additional relief is required.

The following conditions shall be applied:

- 1. A deed restriction shall be placed on the subject property, as approved by the township.
- The deed restriction, at a minimum, shall contain the following language Declarants hereby
 declare that the proposed building will be exclusively for residential purposes of the house priest,
 visiting priests and caretakers involved with the operation of the Bharatiya Temple and their
 respective families, if any. No Temple sponsored religious ceremonies or celebrations shall occur
 on the subject property.

Based on our review the plan appears to comply with the Zoning Ordinance. Upon further development of the plans additional items may become apparent.

B. Subdivision and Land Development Ordinance

Based on our review, the following items do not appear to comply with the current Montgomery Township Subdivision and Land Development Ordinance (SALDO). Upon further development of the plans, additional items may become apparent.

- 1. §205-10.G.(8) Clear-sight triangles shall be provided where the driveway intersects County Line Road (SR 2038). These should be added to the Construction Improvements Plan (Sheet 7 of 13) and the Landscape and Lighting Plan (Sheet 6 of 13).
- §205-10.G.(9) The proposed driveway should be posted with signs reading "No parking by order of the Fire Marshal".
- §205-10.H.(3) Dead-ended parking areas shall be discouraged. Dead end parking lots shall provide for turning movements of emergency vehicles. The applicant shall provide turning movements of fire apparatus in the proposed parking lot.
- 4. §205-10.H.(4) All parking spaces shall be marked with all-weather paint with double parallel lines to be a minimum of six inches apart to separate each space. The parking striping on the Construction Improvements Plan (Sheet 5 of 13) shows all spaces to be marked with single lines. The plan view should be revised accordingly and a detail shall be added to indicate this requirement.
- §205-10.H.(6)(b) The plan shall provide an area for trash collection on site. Additionally trash
 collection vehicle movements shall be shown providing safe maneuvering space not interfering
 with parking spaces and that ingress and egress can be accomplished without backing into a
 public street.

- §205-15.B Permanent monuments shall be set at property corners at the PennDOT Right-of-Way.
- 7. §205-17.A The 'Typical Parking Area Cross Section' detail on PADOT Details Sheet, sheet 12 of 13, shall indicate that this section is to be used for all on-site paving for the project.
- §205-17.C A typical section and curb grades shall be provided along the proposed driveway indicating the cross slope of the pavement to be installed in order to ensure that the requirements of this section are met.
- 9. §205-17.D.(3) In accordance with Appendix A, Part 3.6 of the Subdivision and Land Development Ordinance, a note should be added to the concrete curb detail on Sheet 13 of 13 and the Stormwater Management Facility "A" Cross section on Sheet 11 of 13, stating that Aquron 2000 Sealing and Curing or approved equal must be applied to concrete curbing immediately upon the removal of the formwork.
- 10. §205-17.D.(4) The detail for concrete curb "Concrete Curb Detail PADOT Right-Of-Way" shall be revised. This detail shall apply to all curb to be installed on-site, and not only that within the PennDOT Right-Of-Way. In addition a detail shall be provided for depressed curbs to be used as part of ADA ramps and Stormwater Management Area A.
- 11. §205-19.A Additional information shall be provided for the proposed sanitary sewer lateral, including pipe size, material, slope, and inverts. The Plan shall be submitted to the Sewer Authority Engineer for their review and approval.
- 12. §205-20 Additional information shall be provided for the proposed water service. The Water Authority shall review the plan to ensure adequate water service to the multi-family residential structure.
- §205-22 We recommend sidewalk be provided along the driveway and along County Line Road (SR 2038).
- 14. §205-22.B & C Notes shall be added to the "Typical Cross-Section Conc. Sidewalk" detail on the Site Improvements Construction Details, Sheet 13 of 13, enumerating the construction requirements regarding the use of 4000 psi, 6% air-entrained concrete with a minimum cement content of 564 pounds at a 5-inch slump, and the requirement for the use of curing compound and concrete sealant after 30 days.
- 15. §205-24 It does not appear as though any site lighting is proposed on the Landscaping and Lighting Plan. We defer the review of lighting requirements and plan to the Montgomery Township Lighting Consultant.
- 16. §205-28.D(1) The developer shall strip back from each residential lot and retain on each residential lot all-topsoil-from the lot. There shall be no release of excess-topsoil-permitted until each lot shall be graded with a minimum of eight inches of topsoil after examination by the Township Engineer. A note stating the above should be added to the Construction Improvement Plan and the Erosion and Sedimentation Control Plan.
- 17. §205-29.B.(2) Development plans should adequately handle the velocity of surface water runoff. Outlet protection should be designed to accommodate the anticipated full flow discharges from the basins. The Rip-Rap outlet protection worksheet should be corrected to take into account the maximum discharge volumes and velocities from the outflow pipes and the overflow weir provided in structure A2. The plans and details should then be revised accordingly.

- 18. §205-29.B.(3) Whenever feasible, natural vegetation should be retained, protected and supplemented. Tree protection fence should also be provided along the wetlands shown on the plan to prevent encroachment into these sensitive areas. Tree protection fencing should be shown on both the Erosion and Sediment Control Plan and the Landscaping and Lighting Plan. Also, Note 2 of the 'Earthwork' BMP Construction Sequence' on the Erosion and Sediment Control Plan should be revised to remove the reference to tree ribbon marking limits of tree protection. Tree protection fence is the only method that shall be employed to prevent encroachment into the wooded areas to be protected.
- 19. §205-29.B.(9) Silt fence should be installed along the western limit of disturbance to limit sediment discharge during the excavation of Stormwater Management Area "A".
- 20. §205-29.C Comments relating to the grading as provided on the Construction Improvement Plan, Sheet 5 of 13:
 - a. Additional spot grades should be provided along the proposed curb enclosing the parking lot and along the driveway to ensure positive drainage toward County Line Road and Stormwater Management Area 'A'. As pavement grading is critical for the functioning of the stormwater management feature, at a minimum, grades shall be provided at all high points, low points, points of curvature, tangency and corners.
 - b. The curb ramp from the parking area is not currently shown on the plan. The ramp should be added and spot grades provided to ensure compliance with ADA requirements for ramp design.
 - c. The spot grade provided at outfall A1 appears to be incorrect.
- 21. §205-49.C Landscape Plans are required to be prepared and sealed by a Landscape Architect registered by the Commonwealth of Pennsylvania. The Landscape Plan does not indicate the plan preparer and their professional licensure or state of registration.
- 22. §205-51 We defer the review of the Landscape Plans to the Montgomery Township Landscaping Consultant.
- 23. §205-78.A.(1) The scale should be 100 feet to the inch. We would support a waiver request from this section of the Ordinance since the plans are more legible under the current scale.
- 24. §205-78.A.(5) The plans shall be prepared by a Professional Engineer registered in the Commonwealth of Pennsylvania. The plans have not been signed or sealed, and there is no area on the plans for the signature and seal of the design engineer. The revised plans should be signed and sealed with a seal of the Commonwealth of Pennsylvania.
- 25. §205-78.B.(1) The plans-should include-the location, names and-widths of streets and alleys, including existing streets; the location and names of railroads; the location of property lines and names of owners; and the location of watercourses, sanitary sewers, storm drains and similar features within 400 feet of any part of the land to be subdivided. The plan must show the location and size of all watercourses and the boundaries of the floodplain areas utilizing base flood elevation data available from federal, state and other sources. We would support a waiver request from this section of the Ordinance if the Applicant were to include an Aerial Map to the plans depicting this area.
- 26. §205-78.C.(1)(a) The plans should include the name and address or the developer, registered engineer and licensed surveyor.

- 27. §205-78.C.(1)(b) The courses and distances should be shown for each of the boundary lines within the survey of the land to be subdivided. The proposed PennDOT Right-of-Way line shall be labeled with the appropriate bearings and distances.
- 28. §205-78.C.(1)(g) The size, material, inverts and slopes of all proposed sanitary sewers and storm drains shall be included on the plans as well as the details and profiles.
- 29. §205-78.D.(1)(a) Tentative cross sections and centerline profiles for each proposed street, sanitary sewer and storm drain shall be provided. A cross section shall be provided for the proposed access drive. Profiles are required for both stormwater management areas, and for the proposed sanitary sewer lateral to be constructed.
- 30. §205-79 In developing the plans for preliminary approval the Designer may wish to note the requirements for Final Plan approval and incorporate these requirements in subsequent submittals in order to expedite future submittal reviews.

C. Stormwater Management

Based on our review, the following items do not appear to comply with the Montgomery Township Subdivision and Land Development Ordinance (SALDO) Section §205-18 and the Stormwater Management Ordinance, §206. Upon further development of the plans, additional items may become apparent.

- 1. §205-18.A.(3) The minimum internal diameter of storm drains shall be 15 inches, and the minimum grade shall be 1/2 of 1%. The invert elevation of outfall pipe of Stormwater Management Area 'A' does not appear to be typographical error and shall be corrected. Top of grates and invert elevations for A1, A2 and A3 shall be included on the construction improvement plan. The conduits used throughout Stormwater Management Area 'B' are less than 15 inches. We would recommend a waiver from this requirement to allow 12 inch diameter pipes within the infiltration trench and the outlet pipe. The roof header does not require a waiver. An outlet control structure, with 4 inch orifice plate shall be provided rather than a 4 inch pipe.
- §205-18.1.C & §205-29 An Erosion and Sedimentation Control Plan shall be submitted to the Montgomery County Conservation District (MCCD). No permit shall be approved unless there has been a plan approved by the MCCD.
- §205-18.D(4) The responsibility of maintenance and ownership of Stormwater Management Areas 'A' & 'B' lies with the property owner. This responsibility and maintenance procedures shall be clearly noted on the subdivision plans and shall appear on any deed conveying the lot from the developer to another party.
- §206-13.D A note shall be added to the plans that areas for proposed infiltration BMPs shall be
 protected from sedimentation and compaction during the construction phase to maintain maximum
 infiltration capacity.
- 5. §206-14 The report should clearly indicate the required volume control, the non-structural volume control and the structural volume control. It is not clear that the ordinance requirements are met based on the information provided in the report.
- 6. §206-14.B The first 1" of runoff volume from impervious areas shall not be released. The Stormwater report indicates that 1,379 cf of runoff must be removed from the runoff outflow. However, it is not shown that the volume is actually, removed. Also, the report refers to infiltration basins, however, the plans and details indicate impervious liners are to be installed. The information on the plans, details and in the report shall be verified and corrected as needed.
- 7. §206-14.C.1 The natural resource areas to be protected shall be indicated on the construction improvement plan. It shall be indicated on the plans that these areas are not to be disturbed.

- §206-14.C.2 The total volume for Non-Structural BMP Volume Control provided in the report does not appear to be consistent with the value calculated in the Appendix. This value shall be verified and corrected if needed. Also, the input parameters and calculation provided in Appendix J shall be verified.
- 9. §206-14.C.4 Proposed trees credited for stormwater management under BMP 5.6.3 shall be clearly labeled on the construction drawings and recorded on the Record plan for the project per the requirements in Chapter 8 of the BMP manual. As the trees are utilized to meet the requirements of the stormwater management requirements, they shall be included in the maintenance and operation agreement.
- §206-14.C.5 & 6 Soil testing was not provided with the stormwater management report. Detailed soil testing is required and shall be performed in the areas of proposed stormwater infiltration. The stormwater BMPs should meet the minimum requirements for bedrock/ water table separation (24-inches), infiltration (0.2 in/hr) and dewatering (72 hrs.).
- 11. §206-15 This site is within the "Neshaminy A" Stormwater Management District. The 2-year post development runoff rate must be no greater than the pre-development 1-year event, the remaining post-development runoff rates (5 through 100) must be less than or equal to the pre-development condition. As currently summarized in the report, the development and stormwater management system do not meet these standards.
- §206-16.B & J For sites with drainages areas greater than 2 acres, stormwater calculations shall be based on the SCS method. The rational method was used. The report and design shall be revised.
- 13. §206-19.B.3.h, I & j The statements and notes included in these sections of the ordinance shall be included on the Record plan.
- 14. §206-19.B.5 The plans shall include an Operations & Maintenance (O&M) Plan for all existing and proposed physical stormwater management facilities, as well as schedules and costs for O&M activities. This plan shall address the long-term ownership and responsibilities for O&M. This information shall be included in a plan to be recorded.
- 15. The chamber length input in the calculations for the Basin A structure is 120 ft in length, which is the full length of the infiltration basin. However, the length of pipe shown on the plan is approximately 60 ft in length. The plan and report shall be made consistent.
- 16. All inverts and dimensions for the underground infiltration areas shall be included on the plans and details. Some of this information is available in the report, but it shall be shown on the plans.

D. General

- The Applicant should obtain all required approvals, permits, declarations of restrictions and covenants, etc. (i.e., PaDEP, PennDOT, MCPC, MCCD, Montgomery Township Municipal Sewer Authority, NWWA, North Penn Water Authority, MCDH, DRBC, HARB, Fire Marshal, etc.). Copies of these approvals and permits should be submitted to the Township and our office.
- 2. The right-of-way along the subject property frontage is indicated as "PennDOT Required ROW" and as "PennDOT Legal ROW." The labeling shall be verified and corrected if needed.
- 3. 'Lot Area' is defined in §230-5 as the area of any lot abutting a street measured to the ultimate right-of-way line. The Zoning Data table on the Land Development Plan, sheet 1 of 13, indicates that the area for the lot based on the existing right-of-way line. The area shall be revised to exclude the area within the PennDOT ROW (e.g. 3.09 acres vs. 3.2 acres).
- 4. The property line setback for the side yard provided in the Zoning Data table is 177 feet. The dimension shall be labeled on the plan.
- 5. The front yard setback from the ROW (60 ft) shall be shown on the plan.

6. A copy of the letter confirming available sewer capacity should be provided.

Please note that due to the nature and amount of revisions that will be made to the plans and calculations, additional comments may be forthcoming during future plan reviews.

In order to help expedite the review process of the resubmission of the plan, the Applicant should submit a response letter which addresses each of the above comments. Changes that have been made to the application that are unrelated to the review comments should also be identified in the response letter.

If you have any questions regarding the above, please contact this office.

Sincerely,

Russell S. Dunlevy, P.E. Executive Vice President Township Engineers James P. Dougherty, P.E. Senior Project Engineer Township Engineers

RSD/JPD/atw

cc: Lawrence J. Gregan, Manager - Montgomery Township Marita A. Stoerrle, Development Coordinator - Montgomery Township Marianne McConnnell, Deputy Zoning Officer - Montgomery Township Frank R. Bartle, Esq., Solicitor - Dischell Bartle & Dooley, PC Kevin Johnson, P.E. - Traffic Planning & Design, Inc. Judith Stem Goldstein, ASLA, R.L.A. - Boucher & James, Inc. Ken Amey, AICP Thomas F. Zarko, P.E., Sewer Authority Engineer - CKS Engineers, Inc. Nand and Shashi Todi Joshua K. Gross, P.E. - Richard C. Mast Associates, P.C.



IN HOVATIVE ENGINEERING

October 2, 2014

Lawrence Gregan, Township Manager Montgomery Township 1001 Stump Road Montgomeryville, PA 18936

SUBJECT:

NARAYAN GUEST HOUSE

PRELIMINARY LAND DEVELOPMENT PLANS

TOWNSHIP LD/S NO. 677 PROJECT NO. 1455279R Enuntainville Professional Building 1456 Ferry Road, Building 500 Doylestown, PA 18901 215-345-9400 Eux 215-345-9401

2/38 Rinnock Drive Stroudsburg, PA 18360 570-629-0300 Fax 570-629-0306

www.bjengineers.com

RECEIVED

OCT 07 2014

MONTGOMERY TOWNSHIP

Dear Mr. Gregan:

Please be advised that we have reviewed the preliminary land development plans for the Narayan Guest House, prepared by Richard C. Mast Associates, P.C., dated March 21, 2014, last revised September 12, 2014. The site is located on County Line Road approximately 830' northwest of the intersection with Kenas Road. The site is located within the R-1 Residential District.

The plans propose the construction of an eight (8) unit parsonage to house Priests, visiting Priests, caretakers involved with the operation of the Bharatiya Temple, and their families. Additional proposed construction includes associated parking, site access and underground stormwater management facilities. Public water and sewer are proposed.

On December 3, 2013, the Zoning Hearing Board of Montgomery Township granted relief with respect to several issues, including a special exception to allow a religious use in the R-1 Residential District, and permitting variances from lot size and setback requirements.

We offer the following comments for your consideration.

1. General Requirements

- A. SLDO 205-49.C: the final plans must be signed and sealed by the Registered Landscape Architect responsible for preparation of the plans.
- B. SLDO 205-49.J: a note shall be added to the landscape plan demonstrating compliance with the street tree requirements outlined in this section.

2. Landscape Plan Requirements

- A. SLDO 205-51.A(8): the plans should be revised to show the location of all proposed underground utilities including electric and telecommunications lines, or a waiver would be required.
- B. SLDO 205-51.A(18): A detailed cost estimate shall be attached to the final landscape plan submission for the preparation of the land development agreement. This estimate shall show the value of all proposed landscaping. Unit costs for plant material shall include costs for materials, labor and guaranty and shall be so stated on the estimate provided.

Mr. Lawrence Gregan, Township Manager Narayan Guest House October 2, 2014 Page 2

3. Planting Requirements

- A. SLDO 205-52.A(2)(d): the plan should be revised to label the existing trees that are proposed to count toward the street tree requirement.
- B. SLDO 205-52.D(1)(a) and Table 1: two (2) additional shade trees should be provided in order to meet the requirement of one (1) shade tree per ten (10) parking spaces within the entire lot, or a waiver would be required.
- C. SLDO 205-52.D(1)(e): one (1) required shade tree is proposed to be located adjacent to the parking lot and not in the planting island due to the location of the rip-rap swale for Stormwater Management Area 'A.' A waiver has been requested. We have no objection to this waiver request.
- D. SLDO 205-52.D(1)(d): raised continuous concrete curbing has not been provided around one of the planting islands, as is proposed to be cut away to allow drainage into Stormwater Management Area 'A'. A waiver has been requested. We have no objection to this waiver request.
- E. SLDO 205-52.G and Table 1: Institutional (Religious) Uses require one (1) shade tree per 5,000 square feet of gross floor area in order to meet individual lot landscaping requirements. An existing tree is proposed to count toward this requirement, which is permitted where waived by the Board of Supervisors (SLDO 205-52.J). However, it appears that based on the proposed area of the structure, two (2) trees are required to be preserved, or an additional tree must be planted. The plan should be revised to show this requirement in the landscaping tabulation, and to indicate which existing tree(s) are to be preserved and/or planted, or a waiver would be required.

4. Preservation, Protection and Replacement of Trees

- A. SLDO 205-53.B(1): the plans should be revised to limit the proposed root area disturbance of all trees shown as to remain less than 1/4 of their total root area, or the trees would be required to be included as 'to be removed' in the tree preservation/replacement calculations.
- B. SLDO 205-53.C and 205-54: the four proposed trees shown in the tree preservation calculations may not be used to count toward the number of trees preserved, as they have not yet been planted. In addition, trees required to meet other landscape requirements may not be used to 'double-count' as replacement trees. Lastly, only 81 trees 8-23" in caliper were found on the plan as opposed to the 84 indicated in the chart. This means that the proposed preservation ratio provided is 56%, which is less than the 60% preservation ratio required. However, it should be noted that trees within the ultimate and legal rights-of-way are not required to be counted within the calculations or preserved. The plans should be revised to demonstrate compliance with the tree preservation calculation requirements as outlined in the ordinance, or a waiver would be required.

5. General Comments

A. SLDO 205-55.A: no building permit shall be issued unless a performance bond or other surety approved by the Township Solicitor has been filed with the Township in an amount equal to the cost of purchasing, planting, maintaining, and replacing all Mr. Lawrence Gregan, Township Manager Narayan Guest House October 2, 2014 Page 3

vegetative materials for a period of 18 months after written acceptance of the landscape installation by the Township.

- B. The plan should be revised to eliminate the conflict between the proposed light pole as shown in the Lighting Plan and the proposed Red Maple, which will cover over the lamp as the tree gets larger.
- C. The Landscape Plan should be revised to correct the following discrepancies:
 - Atlantic white Cedar has been labeled differently in the landscape plan and in the landscaping schedule.
 - Two (2) Scarlet Oak are shown in the landscaping schedule, but are not shown in the landscape plan.
 - 3. Fourteen (14) Bayberry are shown in the landscaping schedule (7 male and 7 female), but thirteen (13) are shown in the landscape plan.
 - 4. Eight (8) Gray Dogwood are shown in the landscape schedule, but seven (7) are shown in the landscape plan.
 - 5. The landscaping tabulation indicates that one (1) new street tree is proposed, but 2 are shown on the plan.
 - 6. The landscaping tabulation indicates that 44 evergreen trees are proposed to meet the screen buffer requirements, but 35 are shown on the plan.
- D. A detailed response letter addressing the above noted comments and any other changes to the plans should be included with future submissions.

Sincerely,

Judeth Steen Goldstein Kam

Judith Stern Goldstein, ASLA, R.L.A.

Managing Director

Valerie L. Liggett, ASLA, R.L.A.

Valuis & Liggett

ISA Certified Arborist®

Planner/Landscape Architect

JSG/vll/kam

ec: Board of Supervisors

Planning Commission

Bruce Shoupe, Director of Planning and Zoning

Marita Stoerrle, Development Coordinator

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James P. Dougherty, P.E., Gilmore & Associates, Inc.

Kevin Johnson, P.E., Traffic Planning & Design

Ken Amey, AICP

Nand and Shashi Todi

Joshua K. Gross, P.E., Richard C. Mast Associates, P.C.

William Ritting III, R.L.A.

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AN EMPLOYEE OWNED COMPANY

INNOVATIVE ENGINEERING

July 9, 2014

Lawrence Gregan, Township Manager Montgomery Township 1001 Stump Road Montgomeryville, PA 18936

SUBJECT:

NARAYAN GUEST HOUSE

PRELIMINARY LAND DEVELOPMENT PLANS

TOWNSHIP LD/S NO. 677 PROJECT NO. 1455279R

Dear Mr. Gregan:

Please be advised that we have reviewed the preliminary land development plans for the Narayan Guest House, prepared by Richard C. Mast Associates, P.C., dated March 21, 2014, last revised June 9, 2014. The site is located on County Line Road approximately 830' northwest of the intersection with Kenas Road. The site is located within the R-1 Residential District.

The plans propose the construction of an eight (8) unit parsonage to house Priests, visiting Priests, caretakers involved with the operation of the Bharatiya Temple, and their families. Additional proposed construction includes associated parking, site access and stormwater management facilities. Public water and sewer are proposed.

On December 3, 2013, the Zoning Hearing Board of Montgomery Township granted relief with respect to several issues, including a special exception to allow a religious use in the R-1 Residential District, and permitting variances from lot size and setback requirements.

We offer the following comments for your consideration.

General Requirements

- A. SLDO Section 205-49.C: the plans should be revised to be prepared and sealed by a landscape architect registered by the Commonwealth of Pennsylvania, or a waiver would be required.
- B. SLDO Section 205-49.F: the plans should be revised to demonstrate compliance with the plant material installation standards and plant details in SLDO Appendix C, and to provide a note requiring that all pruning shall be in accordance with ANSI A300 standards, or a waiver would be required.
- C. SLDO Section 205-49.G, Guaranty Requirements: Note 20 on Sheet 6 of 13 should be revised to demonstrate compliance with the requirements of this section.

Fountainville Professional Building 1456 Ferry Road, Building 560 Doylestown, PA 18901 215-345-9400 Fax 215-345-9401

2738 Rinnock Drive Stroudsburg, PA 18360 570-629-0300 Fax 570-629-0306

www.bjengineers.com

Mr. Lawrence Gregan, Township Manager Narayan Guest House July 9, 2014 Page 2

> D. SLDO Section 205-49.H: the plans should be revised to provide a note demonstrating compliance with the final inspection requirements outlined in this section.

2. Landscape Plan Requirements

SLDO Section 205-51: the Landscape Plan should be revised to provide the following information, or waivers would be required:

- A. Section 1: Location map with zoning district designations for the site and adjacent properties.
- B. Section 5: Location of all outside storage and trash receptacle areas.
- C. Section 6: Sidewalks and site lighting information. The plans should indicate whether there will be sidewalks connecting the site to the proposed future sidewalks along County Line Road.
- D. Section 8: Location of existing and proposed underground, surface and aboveground utilities such including electric and telecommunications lines.
- E. Section 9: Location of existing individual trees with trunks 8" in diameter or more, measured at 4 1/2' (diameter at breast height DBH) above the ground. Trees in groupings may be shown in accordance with the requirements of SLDO Section 205-53 as calculated.
- F. Section 10: Location, caliper and common name of all trees greater than 23" caliper DBH.
- G. Section 11: A replacement tree plant schedule using the trees proposed for replacement of existing trees of eight-inch or greater caliper destroyed by development.
- H. Section 18: A detailed cost estimate shall be attached to the final landscape plan submission for the preparation of the land development agreement. This estimate shall show the value of all proposed landscaping. Unit costs for plant material shall include costs for materials, labor and guaranty and shall be so stated on the estimate provided.

3. Planting Requirements

A. SLDO Section 205-52.A(1): street trees are required along County Line Road and the proposed private drive. SLDO Section 205-52.A(2)(d) permits that existing shade trees over 4" in caliper DBH within 10' of the ultimate ROW may be utilized to meet the street tree requirement. Should the Applicant wish to utilize existing trees to meet this requirement, the location of the trees, as well as their measurement and species should be shown on the plans. The plans should be revised to demonstrate compliance with the street tree requirement, or a waiver would be required.

- B. SLDO Section 205-52.C(2) and Table 2: Screen Buffers are required between Institutional (Religious) uses and adjacent R-1 Residential District properties. The plans should be revised to demonstrate compliance with the ordinance requirements, or a waiver would be required.
- C. SLDO Section 205-52.D(1)(a) and Table 1: the following Parking Lot Landscaping is required for Institutional (Religious) Land Uses. The plans should be revised to demonstrate compliance with the ordinance requirements, or waivers would be required:
 - 1. One (1) shade tree is required per 10 parking spaces within the entire lot.
 - 2. Six (6) shrubs are required for every two spaces around the entire parking lot perimeter. Shrubs have been provided only for the perimeter of the parking lot within 100' of a public street.
 - One shade tree is required for each 290 square feet of planting island. One

 (1) shade tree has been provided within a proposed planting island, the other island is proposed to contain a rip-rap swale into Stormwater Management Area 'A.' A waiver would be required.
- D. SLDO Section 205-52.D(1)(d): raised continuous concrete curbing shall be required around all planting islands. One of the central islands is proposed to be cut away to allow drainage into Stormwater Management Area 'A'. A waiver would be required.
- E. SLDO Section 205-52.F(4) and (5): seeding of stormwater management areas. We recommend the use of a naturalized seed mix as opposed to the mix specified in Note 34.b on sheet 2 of 13, which includes Crownvetch, a plant listed as invasive by PA DCNR.
- F. SLDO Section 205-52.F(3): stormwater management facilities should be aesthetically pleasing and compatible with the adjacent land use. Where stormwater facilities adjoin existing woodlands, it is recommended that plantings be selected to blend with the natural surroundings. The large amounts of proposed rip rap, proposed square shapes and 'squared off' grading of the proposed stormwater management areas, will not be aesthetically pleasing, compatible with the surrounding land use, and will not blend in with the natural surroundings. We recommend that the Applicant consider a more naturalized form for the stormwater management areas that will blend more aesthetically with the site.
- G. SLDO Section 205-52.F(6): a minimum of one shade tree and two shrubs are required for each 30 linear feet of stormwater management facility perimeter. The plans should be revised to demonstrate compliance with the ordinance requirement or a waiver would be required.
- H. SLDO Section 205-52.G and Table 1: Institutional (Religious) Uses require one
 (1) shade tree per 5,000 square feet of gross floor area in order to meet individual

Mr. Lawrence Gregan, Township Manager Narayan Guest House July 9, 2014 Page 6

- 2. The Planting Schedule indicates that five (5) Nyssa sylvatica are proposed. One (1) is shown in the landscape plan.
- 3. The Planting Schedule indicates that three (3) Quercus coccinea are proposed Two (2) are shown in the landscape plan.
- 4. The Planting Schedule indicates that fourteen (14) Aronia arbutifolia 'Briliantissima' are proposed. Nine (9) are shown in the landscape plan.
- 5. The Planting Schedule indicates that twenty-two (22) Cornus racemosa 'Muszam' are proposed. Seventeen (17) are shown in the landscape plan.
- 6. The Planting Schedule indicates that nineteen (19) Cornus sericea 'Cardinal' are proposed. Five (5) are shown in the landscape plan.
- 7. The Planting Schedule indicates that forty (40) Rhus aromatica 'Gro-Low' are proposed. Forty-three (43) are shown in the landscape plan.
- 8. The Planting Schedule indicates that four (4) Viburnum dentatum are proposed. None (0) are shown in the landscape plan.
- L. A detailed response letter addressing the above noted comments and any other changes to the plans should be included with future submissions.

Sincerely,

Judith Stern Goldstein, ASLA, R.L.A.

Managing Director

Valerie L. Liggett, ASLA, R.L.A.

Valeried. Liggett I kam

ISA Certified Arborist®

Planner/Landscape Architect

JSG/vll/kam

Enclosure(s)

ec: Board of Supervisors

Planning Commission

Bruce Shoupe, Director of Planning and Zoning

Marita Stoerrle, Development Coordinator

Marianne McConnell, Deputy Zoning Officer

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Ken Amey, AICP

Nand and Shashi Todi

Joshua K. Gross, P.E., Richard C. Mast Associates, P.C.

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MEMORANDUM

TO:

Board of Supervisors

FROM:

Planning Commission

Jonathan Trump, Chairman

DATE:

November 20, 2014

RE:

Narayan Guest House

The Planning Commission has reviewed the above named plan and would like to recommend to the Board of Supervisors that this plan be approved subject to satisfactory compliance with all comments of the Township consultants.

The motion further indicated that all requested waivers be approved, with the exception that sidewalk be installed along the entrance drive to provide a connection to County Line Road. It had been noted that Penn DOT will eventually provide sidewalk along County Line Road.

AGENDA ITEMS

- Text Amendment R3B District
- Text Amendment BP District
- Narayan Guest House Nand Todi
- DEP Sewer Planning Modules
 - o North Wales Crossing Shopping Center
 - Montgomery Mall
- McDonald's Horsham Township

MONTGOMERY TOWNSHIP PLANNING COMMISSION

November 20, 2014

The November 20, 2014, meeting of the Montgomery Township Planning Commission was called to order by Chairman Jonathan Trump at 7:30 p.m. In attendance were Commissioners Michael Beatty, Jay Glickman, Leon McGuire, James Rall and Ellen Reynolds. Commissioner Steven Krumenacker was absent. Also present were Bruce Shoupe, Director of Planning and Zoning, Candyce Fluehr Chimera, Supervisor Liaison, and Ken Amey, Township Planning Consultant.

The minutes of August 21, 2014, were approved as submitted.

There were no public comments.

Text Amendment - R3B District

The first item on the agenda was a presentation for the Text Amendment to the R3B Zoning District. Ordinance. Chuck Splendore, representing The Cutler Group, was present to address this proposal. Mr. Splendore provided an overview of the entire area for reference: Montgomery Walk - 169 age restricted attached dwellings; Montgomery Pointe - 109 non-age restricted attached dwellings; Montgomery Preserve – 35 single age restricted dwellings; Montgomery Knoll – 33 single non-age restricted dwellings. Mr. Splendore explained that the section which had been designated for commercial use was now going to be for residential use. He explained that the market had changed so much that this was a more feasible plan. The proposal was for 26 single age restricted dwellings and 16 attached age restricted dwellings. The units would be much like those in Montgomery Preserve, but would be 40 foot wide and approximately 2,400 square feet, which is smaller than the Preserve. Mr. Splendore further indicated that the text amendment would allow for the lot size minimum to be 6,000 square feet and the minimum lot width to be 60 square feet. It would also allow for decks, patios, porches and exterior access structures for basements to be extended in to setback by not more than 10 feet. Some members of the Planning Commission were surprised that residential would sell better than commercial. Mr. Splendore stated that this was the way the market was moving now. Mr. Trump questioned the berm along Route 309. Mr. Splendore stated that this would be permanent and provide a buffer from Route 309. The Cutler Group would be providing more landscaping along the berm. Mr. Rall expressed his concern that this was at least the third time that this ordinance had been changed. He did not feel it was reasonable that the applicant wanted to change the zoning regulations as the market changed.

Another issue to arise was the option of an HOA. Mr. Splendore stated that there would be a HOA for this development. Ms. Chimera asked if the community center from the other developments would be open to these residents. Mr. Splendore explained that they would not be, but they are working on alternatives. Mr. Glickman stated that he would rather see residential uses as opposed to commercial uses. He did not want to see the ground remain vacant or not maintained after the rest of the development was completed. A motion was made by Mr. Glickman, seconded by Ms. Reynolds, to recommend to the Board of Supervisors that the text amendment be approved. Motion carried 5-1, with Mr. Rall opposed.

Text Amendment - BP District

The next item on the agenda was a proposal for a text amendment to the BP-Business Professional Zoning District Ordinance. Jim Garrity, attorney, Mark Lowen, architect, and Ron Kloss, engineer, were present to discuss this proposal. Mr. Garrity explained that their proposal was for a text amendment to the BP Zoning District to permit something called congregate care/independent senior living. The proposed use is described as a combination of senior day-care and a residential use. The use is further described as private dwellings, without a kitchen. Suites could range from 350 square feet for studios to over 1,000 Sq. Ft. for larger two bedroom units. Typical services provided include daily meals, housekeeping, laundering, private bus transportation, and various activities. He stated that the proposed text amendment includes increasing the maximum building height from 35 feet to 48 feet along with decreasing the side vard setbacks from 40 ft. to 25 ft. for buildings and 15 ft. for other structures on the street side and from 20 feet to 18 feet for buildings and 10 feet for other structures on the adjoining lot side. Mr. Lowen distributed a booklet which depicted what the proposed building would look like, inside and outside. He advised that there were many amenities, including a restaurant, a library and a movie theater. Ms. Chimera asked what the rent would be. Mr. Lowen advised that it would be approximately \$2200 - \$2400 for a studio; and \$3000 - \$3500 for a two bedroom. Mr. Garrity stated that they had submitted a text amendment and it had been reviewed by the County Planning Commission and Township Staff. A staff meeting had also been held to discuss this proposal. Mr. Garrity explained that their age restriction was age 62, which is higher than the federal age of 55 for this type of facility. He stated that the site had already been approved for a 3 story office building. He felt that this was a less dense use. Mr. Garrity explained that under the previous plan approval, they had agreed to build the Montgomery Glen extension road the complete length of their property, and planned on doing the same under this plan. A discussion occurred regarding the set back and the proposed height of the building. The Planning Commission was concerned that this would set a precedent for the BP District and that other areas would be able to also have a four story building. Mr. Amey stated that at the staff meeting there was concern about the height of the building so near to the Golf Course. He believed that Mr. Garrity was to revise the text amendment and resubmit to the Township for review. After some further discussion, it was decided that the applicant would revise the text amendment and resubmit to the Township. This would then be rescheduled for the Planning Commission to discuss.

Narayan Guest House

Next on the agenda was a discussion of the plan for the Narayan Guest House. Joshua Gross, engineer, and David Caracausa, realtor, were present to address this plan. Mr. Gross advised that this would be located on County Line Road between Stump Road and Kenas Road. He explained that this would be

apartments for the personnel from Bharatiya Temple which was located at 1612 County Line Road. Mr. Gross further advised that they had been before the Zoning Hearing Board and had received a special exception to have a religious use within the Residential District. The structure will consist of eight units with parking. It will only be used for housing for the priests and other personnel associated with the Bharatiya Temple. A deed restriction will be placed on the property stating that it would be used for residential purposes only. Mr. Gross stated that they had also received variances for this property. Mr. Caracausa stated that the property was approximately 3 acres and the variance granted approval to build with less than 5 acres. Mr. Gross explained that the plan had been reviewed by the Township consultants and most outstanding issues had been resolved. However, he advised, that there were several waivers which they were requesting. He further advised that the Township Engineer and Landscape Architect had no objection to the waiver requests. Those waivers are as follows:

- Section §205-18.A.(3) Storm Drains A waiver is requested from the requirement to
 provide storm pipe with a minimum internal pipe diameter of 15 inches. An infiltration
 and storage area for a portion of the property (Retention Bed 'B') controls a small
 portion of roof area and the use of 12 inch diameter pipe in the bed and for the discharge
 pipe will adequately convey the flow and will require less excavation and a smaller
 disturbed area. (The consultants have no objection to this waiver.)
- 2. Section §205-22.A Sidewalks A deferral from the requirement for sidewalks along County Line Road is requested. A fee-simple acquisition of additional frontage along the property has been completed by Penn DOT. A current Penn DOT plan proposes road widening and installation of curbing, sidewalk, and sound barriers along the property frontage, scheduled to be bid December 1, 2014. (The consultants have no objection to this waiver. However, they would recommend that sidewalk be installed along the entrance drive to provide a connection to County Line Road.)
- Section §205-52.D.(1)(d) Parking Area Landscaping A waiver is requested from the
 requirement to provide continuous concrete curbing around all planting islands. One
 planting island is required and has been provided with continuous raised concrete curbing.
 A second curbed area includes a portion of depressed curb for stormwater runoff
 conveyance. (The consultants have no objection to this waiver.)
- 4. Section §205-52.D.(1)(e) Parking Area Landscaping A waiver is requested from the requirement to provide one shade tree for each 290 square feet of planting island to allow a stone channel through an island to convey storm water runoff from the parking area. There are two proposed islands of 200 square feet each. One island will include a tree, and a second tree will be provided adjacent to the parking area. (The consultants have no objection to this waiver.)
- Section §205-78.A.(I) and §205-79.A.(I) Drafting Standards A waiver is requested from the requirements to use a scale of 100 feet to the inch for preliminary plans and 40 feet to the inch for final plans. The plans use 30 feet to the inch to provide a higher level of detail and better legibility. (The consultants have no objection to this waiver.)
- 6. Section §205-78.B.(1) Existing Features A waiver is requested from the requirement to provide existing features within 400 feet of the site. An aerial map has been provided in the plan set showing existing features within 400 feet, which should adequately depict the

surrounding area. (The consultants have no objection to this waiver.)

Some discussion followed regarding the waivers. The Planning Commission had no objection to the waivers, however, they did feel that sidewalks should be installed along the entrance drive to provide a connection to County Line Road. After further discussion, a motion was made by Mr. Glickman, seconded by Mr. Beatty, to recommend to the Board of Supervisors that this plan be approved subject to satisfactory compliance with all comments of the Township consultants. The motion further recommended that the waiver requests be granted, with the exception that sidewalk be installed along the entrance drive to provide a connection to County Line Road. Motion carried unanimously.

DEP Sewer Planning Modules

- North Wales Crossing Shopping Center
- Montgomery Mall

The next items on the agenda were DEP Sewer Planning Modules for both the North Wales Crossing Shopping Center and Montgomery Mall. Mr. Shoupe explained that it was necessary for both projects to submit full Planning Modules as there is not enough sewer capacity and they would drain toward the Hatfield Treatment Plant. Mr. Shoupe also stated that the North Wales Crossing Shopping Center was proposing a DSW Shoe Store, a Total Hockey Store, and possibly up to three restaurants. He stated that the Mall was proposing three restaurants for inside the Mall and two freestanding restaurants. A motion was made by Ms. Reynolds, seconded by Mr. Rall, to authorize Mr. Shoupe to sign the Component for both projects and to recommend to the Board of Supervisors that these Modules be approved for submittal to DEP. Motion carried unanimously.

McDonald's - Horsham Township

Mr. Shoupe stated that the Township had received plans for renovations to the McDonald's at English Village Shopping Center. He explained that while the building was in Horsham Township, the parking lot was in Montgomery Township. The renovations included the playground area and another drive-thru. After some discussion, the consensus of the Planning Commission was that this should be deferred to Horsham Township.

A discussion arose regarding the demolition at the BJ's site. Mr. Shoupe gave an explanation as to what was being done.

Ms. Reynolds presented a synopsis of the Board of Supervisors meeting.

The December meeting will be cancelled.

This meeting was adjourned at 9:30 p.m.

Respectfully submitted: Marita Stoerrle Development Coordinator/ Recording Secretary

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

JOSH SHAPIRO, CHAIR
LESLIE S. RICHARDS, VICE CHAIR
BRUCE L. CASTOR, JR., COMMISSIONER



MONTGOMERY COUNTY PLANNING COMMISSION

MONTGOMERY COUNTY COURTHOUSE • PO Box 311 NORRISTOWN, PA 19404-0311 610-278-3722

> FAX: 610-278-3941 • TDD: 610-631-1211 WWW.MONTCOPA.ORG/PLANNING

> > JODY HOLTON, AICP EXECUTIVE DIRECTOR

July 17, 2014

Mr. Larry Gregan, Manager Montgomery Township 1001 Stump Road Montgomeryville, Pennsylvania 18936

Re: MCPC #14-0125-001

Plan Name: Narayan Guest House (1 lot/8 dus comprising 3.31 acres) Situate: County Line Road (south)/ west of Robertson Court Montgomery Township Applicant's Name and Address Nand & Shashi Todi P.O. Box 348 Gwynedd Valley, PA 19437

Contact: Richard Mast Associates, PC

jgross@rcmaonline.com

215-513-2100

Dear Mr. Gregan:

We have reviewed the above referenced land development application in accordance with Section 502 of Act 247, "the Pennsylvania Municipalities Planning Code", as you requested on June 16, 2014. We forward this letter as a report of our review and recommendations.

Background

The application is a new proposal seeking preliminary subdivision and land development plan approval for the construction of an eight-unit parsonage on a 3.31-acre development tract at 1630 County Line Road. According to the applicant's notes, the purpose of the multi-unit structure is to serve as a guest house for the resident and visiting priests involved with the ministries of the Bharatiya Temple. The submitted plans dated June 9, 2014 propose the construction of the parsonage and other related improvements including- stormwater management, parking, landscape and lighting improvements. The site development is proposed for Tax Parcel #46-00-00556-00-1 which is located in the township's R-1 Residential Zoning District. The site will be served by public water and sewer services.

The applicant received a special exception and several variances from the township's Zoning Hearing Board for the submitted development plan, including: a special exception to allow a religious use in a residential district (§230-26E.1); a variance from the minimum lot size of 5 acres or larger (§230-26E.1); and a variance from the requirement for a 100-foot building setback (§230-26E.1). Additional conditions placed on the development plan include a deed restriction which declares that the building will be exclusively used for the priests and visiting priests of the Bharatiya Temple and that no temple sponsored religious ceremonies or celebrations may occur on the site.

Comment

We have not identified any significant land use, transportation, design, or other issues that we believe merit the township's consideration in its assessment of this lot line adjustment plan. Therefore we have no substantive comments.

Recommendation

We recommend approval of the proposed land development plan submission provided the plan meets all appropriate local municipal land use regulations and other codes prior to granting approval.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for stamp and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

Sincerely,

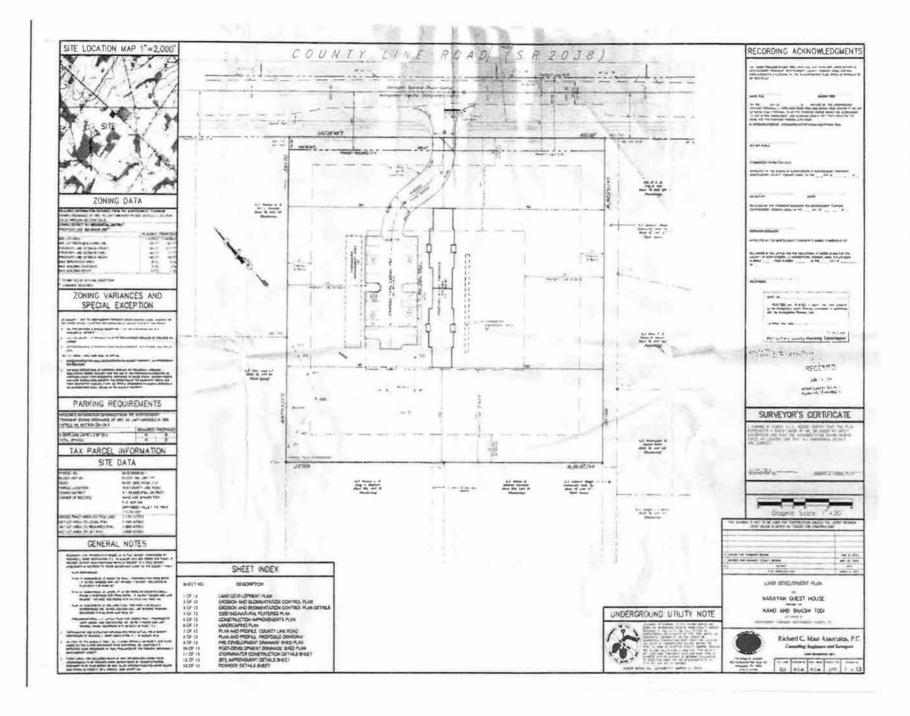
Bang W. Jeffies

Barry W. Jeffries, ASLA, Senior Design Planner 610-278-3444 - bjeffrie@montcopa.org

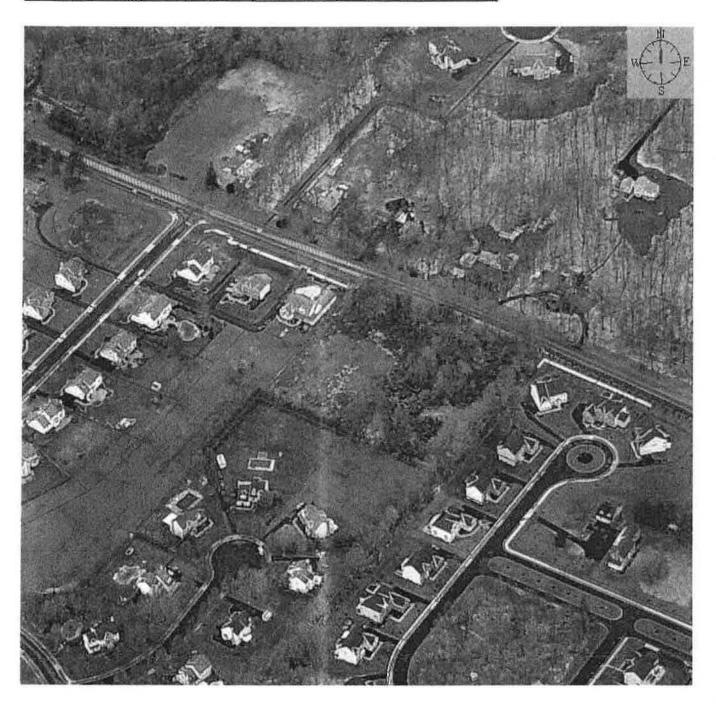
c: Nand & Shashi Todi, Applicants Richard C. Mast Associates, PC, Applicants' Engineer Marita Stoerrie, Twp. Development Coordinator Jonathan Trum, Chrm., Twp. Planning Commission Bruce Shoupe, Twp. Zoning Officer/Planning Consultant Frank A. Bartle, Twp. Solicitor Russell Dunlevy, Twp. Engineer

Attachments: Reduced Copy of Applicants' Plan

Aerial View of the Development Site



Aerial view of applicant's development tract (2008 view to the north)



TRAFFIC PLANNING AND DESIGN, INC.



2500 E. High Street | Suite 650 | Pottstown, PA | 19464 610.326.3100 | TPD@TrafficPD.com

October 6, 2014

Mr. Bruce S. Shoupe Township Director of Planning and Zoning Montgomery Township 1001 Stump Road Montgomeryville, PA 18936-9605

Re: Nand and Shanshi Todi Narayan Guest House

Montgomery Township LD/S# 677

TPD# MOTO-A-00087

Dear Bruce:

In our role as Township Traffic/Street Lighting Engineer, Traffic Planning and Design, Inc. (TPD) has reviewed the Preliminary plan submission for the above referenced project, prepared by Richard C. Mast Associates, P.C. and last revised September 12, 2014.

Based on our review, we offer the following comments using the same numbering system as our July 14, 2014 review letter for ease of reference. Comments that have been addressed are not shown.

Previous Traffic Engineering Comments

- 1. In accordance with the conditions of the zoning decision on January 7, 2014, no religious ceremonies or celebrations shall occur on this property. Therefore, being solely an 8 unit parsonage home, a traffic management study will not be required. Note, an 8 unit parsonage home can be expected to generate approximately 2 trips in the weekday A.M. peak hour and 2 trips in the weekday P.M. peak hour.
- This project is located within the project limits of PennDOT's County Line Road, Section WD2. With PennDOT's issuance of a Highway Occupancy Permit (HOP) on June 3, 2014 for a low volume driveway, the Applicant has presumably satisfied PennDOT with respect to design coordination.

New Comments

- 5. In accordance with the §230-212 and the Montgomery Township Street Lighting Specification, the Applicant should provide a summary of lighting calculations including average, maximum, minimum, and uniformity ratios. Lighting shall have intensities and uniformity ratios (i.e. 20:1 Max/Min for parking lots) in accordance with the current recommended practices of the Illuminating Engineering Society of North America (IESNA) as contained in the IESNA Lighting Handbook or separately in IESNA Recommended Practices. Please revise the included lighting plan to indicate or delineate the limits of each calculation area within the requested "Calculation Summary".
- 6. Lighting Note No. 2 on the "Lighting Plan" (Sheet 12 of 18) should be revised to state the following; "Lighting contractor to provide shielding within the lighting fixtures as necessary to prevent light spillover onto adjacent properties and abutting streets."

- 7. Per § 205-24.A Streetlighting; "Streetlighting shall be installed along each street in each subdivision and along each street front abutting a public street in each land development by the developer and at the expense of the developer, unless specifically waived by the Board of Supervisors..." TPD would support a waiver of this requirement, as existing lighting is not currently provided along this section of County Line Road (SR 2038).
- 8. Revise the lighting plan to include the following note, "The Developer shall be responsible for contacting the Lighting Consultant/Inspector for Montgomery Township at least 48 hours prior to the start of any site electric work. The Township's Lighting Consultant/Inspector must be contacted during both "rough" and "final" stages of construction. The Township's Consultant/Inspector must be given the opportunity to observe open trench and conduit prior to backfill. The Township's Consultant/Inspector shall also be contacted again at completion of site electrical construction (i.e. Final). The Developer shall make arrangements for the necessary electrical inspections at both phases of construction and provide evidence of same to Township."

We reserve the right to make additional comments as additional information is submitted. Please call if you have any questions.

Sincerely,

Kevin L. Johnson, P.E.

President

cc: Larry Gregan, Township Manager Marita Stoerrle, Township Development Coordinator Kevin Costello, Township Public Works Director Russ Dunlevy, P.E., Township Engineer

Joshua Gross, P.E., Applicant's Engineer

Joseph Platt, P.E., TPD



Traffic Planning and Design, Inc.

2500 E. High Street | Suite 650 |

610.326.3100 TPD@TrafficPD.com

Pottstown, PA | 19464



July 14, 2014

Mr. Bruce S. Shoupe Township Director of Planning and Zoning Montgomery Township 1001 Stump Road Montgomeryville, PA 18936-9605

Re:

Nand and Shanshi Todi Narayan Guest House Montgomery Township LD/S# 677 TPD# MOTO-A-00087

Dear Bruce:

In our role as Township Traffic/Street Lighting Engineer, Traffic Planning and Design, Inc. (TPD) has reviewed the Preliminary plan submission for the above referenced project, prepared by Richard C. Mast Associates, P.C. and dated June 9, 2014.

Based on this review, we offer the following comments:

Traffic Engineering Comments

- 1. In accordance with the conditions of the zoning decision on January 7, 2014, no religious ceremonies or celebrations shall occur on this property. Therefore, being solely an 8 unit parsonage home, a traffic management study will not be required. Note, an 8 unit parsonage home can be expected to generate approximately 2 trips in the weekday A.M. peak hour and 2 trips in the weekday P.M. peak hour.
- 2. This project is located within the project limits of PennDOT's County Line Road, Section WD2. With PennDOT's issuance of a Highway Occupancy Permit (HOP) on June 3, 2014 for a low volume driveway, the Applicant has presumably satisfied PennDOT with respect to design coordination.
- 3. Truck turning templates should be provided for trash trucks, the largest expected design vehicle, and Montgomery Township fire truck, to ensure adequate circulation on site is provided.

Street Lighting Comments

- 4. A Lighting Plan should be provided for review. The comments below have been provided for reference in designing and presenting the site lighting information. Since no lighting information was provided, TPD may have comments with respect to lighting as additional information is provided.
 - In accordance with the §230-212 and the Montgomery Township Street Lighting Specification, the Applicant should provide a summary of lighting calculations including average, maximum, minimum, and uniformity ratios. Lighting shall have intensities and uniformity ratios in accordance with the current recommended practices of the Illuminating Engineering Society of North America (IESNA) as contained in the IESNA Lighting Handbook or separately in IESNA Recommended Practices.

TRAFFIC PLANNING AND DESIGN, INC.



2500 E. High Street | Suite 650 | Pottstown, PA | 19464 610.326.3100 | TPD@TrafficPD.com

July 14, 2014

Mr. Bruce S. Shoupe Township Director of Planning and Zoning Montgomery Township 1001 Stump Road Montgomeryville, PA 18936-9605

Re: Nand and Shanshi Todi Narayan Guest House

Montgomery Township LD/S# 677

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- Point by point lighting calculations shall be provided showing contributions from all
 fixtures, including building mounted fixtures, covering the entire site as well as all spill
 on adjacent roadways and property above 0.0 foot candles.
- Provide the anticipated hours of operation on the plans. As stated in The Montgomery Township Street Lighting Specifications, lighting for commercial, industrial, public recreational, and institutional applications shall be controlled by automatic switching devices such as time clocks or combination motion detectors and photocells, to permit extinguishing or dimming of outdoor lighting fixtures between 10 P.M. and dawn. For lighting proposed after 10 P.M., or after normal hours of operation, the lighting shall be reduced by at least 50% from then until dawn, unless supporting a specific purpose. In addition to the note, please indicate the manner in which the 50% minimum reduction will be achieved. The Township would prefer a dimming situation in lieu of an individual light extinguishment to achieve a minimum 50% reduction.
- Per the Montgomery Township Street Lighting Specifications, poles supporting lighting
 fixtures for the illumination of parking areas and located directly behind parking spaces
 shall be placed a minimum of five (5) feet outside paved area, curbing or tire stops, or on
 concrete pedestals at least thirty (30) inches high above the pavement, or suitably
 protected by other approved means.
- All outside lighting, including sign lighting, shall be arranged, designed and shielded or directed so as to protect the abutting streets and highways and adjoining property from the glare of lights. Please ensure that lighting is shielded from adjacent properties as well as abutting streets.
- Investigate usage of an efficient lighting method, (i.e. LED).

We reserve the right to make additional comments as additional information is submitted. Please call if you have any questions.

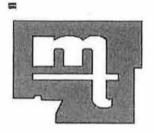
Sincerely,

Kevin L. Johnson, P.E.

President

cc: Larry Gregan, Township Manager
Marita Stoerrle, Township Development Coordinator
Kevin Costello, Township Public Works Director
Russ Dunlevy, P.E., Township Engineer
Joshua Gross, P.E., Applicant's Engineer
Joseph Platt, P.E., TPD





MONTGOMERY TOWNSHIP DEPARTMENT OF FIRE SERVICES 1001 STUMP ROAD

MONTGOMERYVILLE, PA 1 18936-9605

Telephone: 215-393-6935 • Fax: 215-699-1560 email: rlesniak@montgomerytwp.org www.montgomerytwp.org RICHARD M. LESNIAK DIRECTOR OF FIRE SERVICES FIRE MARSHAL EMERGENCY MANAGEMENT COORDINATOR

FIRE MARSHALS OFFICE: 215-393-6936

September 19, 2014

Bruce Shoupe Director of Planning and Zoning Montgomery Township 1001 Stump Road Montgomeryville, PA 18936 OCT 01 2014

MONTGOMERY TOWNSHIP

Re: Narayan Guest House

Dear Bruce:

Thank you for allowing the Fire Marshal's Office to comment on the proposed construction of the: Narayan Guest House. The applicant proposes to construct an eight-unit parsonage to be used exclusively for residential purposes to house priests, visiting priests and care takers involved with the operation of the Bharatiya Temple.

Using the 2009 edition of the International Fire Code for guidance, the Fire Marshal's Office offers the following comments:

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall extend to within 150 feet (45720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exception: The *fire code official* is authorized to increase the dimensions of 150 feet (45720 mm) where:

- 1. The building is equipped throughout with an *approved* automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
- Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
- 3. There are not more than two Group R-3 or Group-U occupancies.

Comment: Shown on Revision dated 9-12-2014

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm) exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

Comment: Shown on Revision dated 9-12-2014

 503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be determined by the fire code official.

Comment: Shown on Revision dated 9-12-2014

4. **503.2.5 Dead ends.** Dead-end fire apparatus access roads in excess of 150 feet (45720 mm) in length shall be provided with an *approved* area for turning around fire apparatus.

Comment: Shown on Revision dated 9-12-2014

- 5. 503.3 Marking. Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. "NO PARKING FIRE LANE" signage SHALL be provided at all fire lanes at intervals of not more than 50 ft. or as otherwise directed by the Fire Marshal's Office.
 - Fire apparatus roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as a fire lane.
 - Fire apparatus access roads more than 26 feet wide (7925 mm) to 32 feet wide (9754 mm) shall be posted on one side of the road as a *fire lane*.

Comment: Shown on Revision dated 9-12-2014

- 6. 505.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 05. Inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure.
 Comment: Street address numbers shall be provided on building as directed by the Fire Marshal's Office.
- 912.0 Fire Department Connection(s). Fire department connections shall be installed in accordance
 with the NFPA standard applicable to the system design and shall comply with Sections 912.2 through
 912.6.

Comment: See attached map showing the requested FDC location as well as the new Fire Hydrant location.

8. **B105.2 Buildings other than one-and two-family dwellings.** The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.1.

Exception: A reduction in required fire-flow of up to 75 percent, as approved, allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration as specified in Table B105.1.

Comment: The architect should verify the construction type and square footage to determine the required fire-flow requirement. In addition, the applicant should provide a recent water flow test to confirm the required fire-flow is available to this property.

9. D105.1 Where required. Buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility power lines shall not be located within the aerial fire apparatus access roadway.

Comment: Shown on Revision dated 9-12-2014

10. D105.2 Width. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7925 mm), exclusive of shoulders, in the immediate vicinity of any building or portion of building more than 30 feet (9144 m) in height.

Comment: Shown on Revision dated 9-12-2014

GENERAL COMMENTS

11. Any gas services that are accessible/vulnerable to vehicular traffic SHALL have approved vehicle impact protection installed.

Comment: Shown on Revision dated 9-12-2014

- 12. All buildings of Truss Construction SHALL comply with the Montgomery Township Truss Ordinance #04-188. Truss emblems can be obtained through the Fire Marshal's Office or Code Enforcement Office. The Fire Marshal's Office SHALL be contacted in regards to placement of truss placard. Comment: Shown on Revision dated 9-12-2014
- 13. Fire Department key boxes (Knox Box) SHALL be provided on buildings at an approved location. Knox Box forms are available through the Fire Marshals or Code Enforcement Office. Shall be noted on next set of revised plans
- 14. All applicants are to contact the Code Enforcement Office when underground piping is being hydrostatically tested on site. Applicants are also reminded that flushing of the underground piping SHALL be witnessed by a township official prior to final riser connections per NFPA 13.

 Comment: Shown on Revision dated 9-12-2014

The Fire Marshal's Office recommends that the proposed development be approved as submitted subject to the developer complying with the above referenced items.

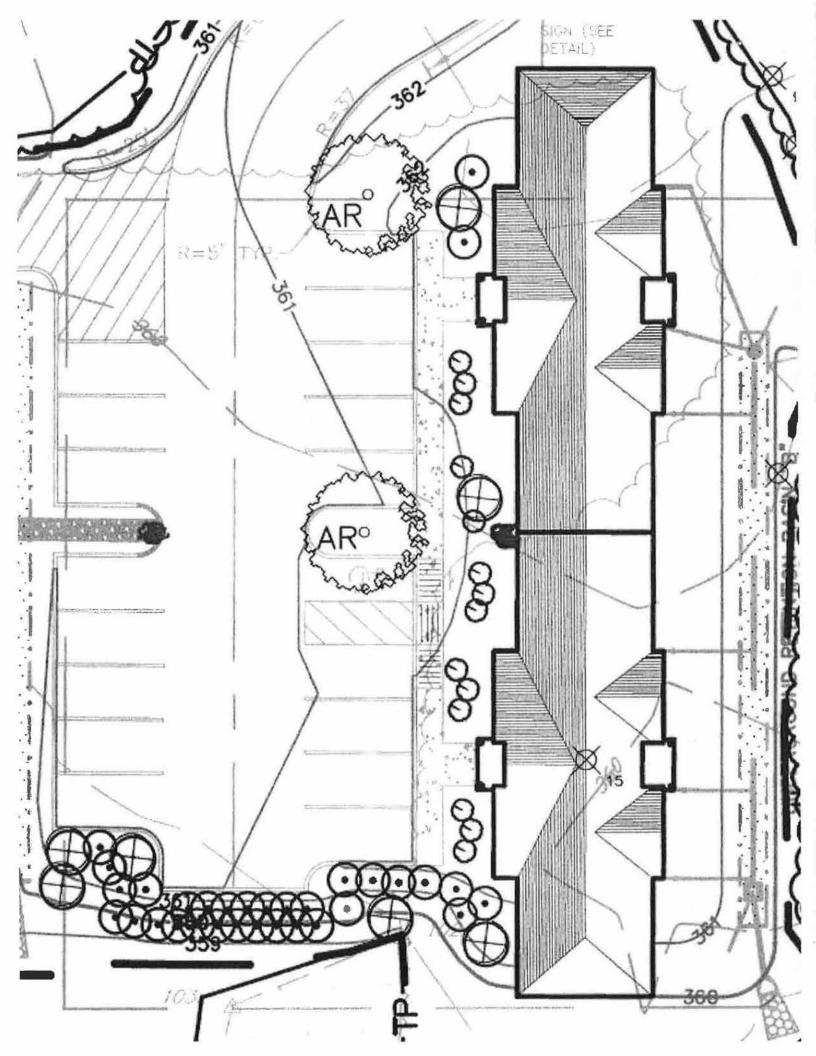
Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely.

Richard M. Lesniak

Director of Fire Services

Reviewed by: Capt./Asst. Fire Marshal Colelli





MONTGOMERY TOWNSHIP DEPARTMENT OF FIRE SERVICES

1001 STUMP ROAD

MONTGOMERYVILLE, PA 1 18936-9605

Telephone: 215-393-6935 • Fax: 215-699-1560 email: rlesniak@montgomerytwp.org www.montgomerytwp.org

RICHARD M. LESNIAK DIRECTOR OF FIRE SERVICES FIRE MARSHAL EMERGENCY MANAGEMENT COORDINATOR

FIRE MARSHALS OFFICE: 215-393-6936

July 30, 2014

Bruce Shoupe
Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Re: Narayan Guest House

Dear Bruce:

Thank you for allowing the Fire Marshal's Office to comment on the proposed construction of the: Narayan Guest House. The applicant proposes to construct an eight-unit parsonage to be used exclusively for residential purposes to house priests, visiting priests and care takers involved with the operation of the Bharatiya Temple.

Using the 2009 edition of the International Fire Code for guidance, the Fire Marshal's Office offers the following comments:

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall extend to within 150 feet (45720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exception: The *fire code official* is authorized to increase the dimensions of 150 feet (45720 mm) where:

- 1. The building is equipped throughout with an *approved* automatic sprinkler system installed in accordance with Section 903.3.1.1. 903.3.1.2 or 903.3.1.3.
- Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
- 3. There are not more than two Group R-3 or Group-U occupancies.
- 503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm) exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).
- 3. **503.2.4 Turning radius.** The required turning radius of a fire apparatus access road shall be determined by the *fire code official*.

Comment: The plans shall be revised to show Montgomery Township's fire truck turn path plan. Dimensions can be obtained by the Township Planning and Zoning Office.

Bruce Shoupe July 30, 2014 Page 2

- 4. 503.2.5 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45720 mm) in length shall be provided with an approved area for turning around fire apparatus. Comment: The proposed plans show a dead-end fire apparatus access road without an approved area for turning around fire apparatus. The plans shall be revised.
- 5. 503.3 Marking. Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. "NO PARKING FIRE LANE" signage SHALL be provided at all fire lanes at intervals of not more than 50 ft. or as otherwise directed by the Fire Marshal's Office.
 - Fire apparatus roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as a fire lane.
 - Fire apparatus access roads more than 26 feet wide (7925 mm) to 32 feet wide (9754 mm) shall be posted on one side of the road as a *fire lane*.

Comment: The fire apparatus access roads and internal driving lanes shall have signage as prescribed above. Provide details of such on plans.

- 6. 505.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 05. Inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure.
 Comment: Street address numbers shall be provided on building as directed by the Fire Marshal's Office.
- 912.0 Fire Department Connection(s). Fire department connections shall be installed in accordance
 with the NFPA standard applicable to the system design and shall comply with Sections 912.2 through
 912.6.

Comment: Show on plan, and in detail, that the proposed FDC will be installed, identified and maintained as per Section 912.0.

 B105.2 Buildings other than one-and two-family dwellings. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.1.

Exception: A reduction in required fire-flow of up to 75 percent, as *approved*, allowed when the building is provided with an *approved automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration as specified in Table B105.1.

Comment: The architect should verify the construction type and square footage to determine the required fire-flow requirement. In addition, the applicant should provide a recent water flow test to confirm the required fire-flow is available to this property.

- 9. D105.1 Where required. Buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility power lines shall not be located within the aerial fire apparatus access roadway.
 - Comment: The architect should verify whether the building is more than 30 feet in height.
- 10. D105.2 Width. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7925 mm), exclusive of shoulders, in the immediate vicinity of any building or portion of building more than 30 feet (9144 m) in height.

Comment: The architect should verify whether the building is more than 30 feet in height.

GENERAL COMMENTS

- 11. Any gas services that are accessible/vulnerable to vehicular traffic SHALL have approved vehicle impact protection installed.
- 12. All buildings of Truss Construction SHALL comply with the Montgomery Township Truss Ordinance #04-188. Truss emblems can be obtained through the Fire Marshal's Office or Code Enforcement Office. The Fire Marshal's Office SHALL be contacted in regards to placement of truss placard.
- 13. Fire Department key boxes (Knox Box) SHALL be provided on buildings at an approved location. Knox Box forms are available through the Fire Marshal's or Code Enforcement Office.
- 14. All applicants are to contact the Code Enforcement Office when underground piping is being hydrostatically tested on site. Applicants are also reminded that flushing of the underground piping SHALL be witnessed by a township official prior to final riser connections per NFPA 13.

All revisions of the above named plan SHALL be reviewed by the Fire Marshal's Office for approval. Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Richard M. Lesniak

Director of Fire Services

Reviewed by: Capt./Asst. Fire Marshal Colelli



MONTGOMERY TOWNSHIP POLICE DEPARTMENT

J. Scott Bendig Chief of Police 1001 Stump Road • P.O. Box 68 • Montgomeryville, PA 18936 215-362-2301 • Fax 215-362-6383

To:

Montgomery Township Board of Supervisors

Marita Stoerrle, Development Coordinator

From:

J. Scott Bendig, Chief of Police

Date:

June 24, 2014

Re:

LD/S #: 677

County Line Road

Date of Plan (Revised): 6/9/14

A review of the above referenced subdivision/land development has been conducted on this date. There are no major areas of concern to the Police Department at this time.

Thank you for the opportunity to review this subdivision/land development. Please contact me if you have any issues or concerns.

KENNETH AMEY, AICP professional land planner

July 22, 2014

(via e-mail)

Lawrence J. Gregan, Township Manager MONTGOMERY TOWNSHIP 1001 Stump Road Montgomeryville, PA 18936

Re:

Narayan Guest House

Land Development Application

County Line Road

Township File #LD/S-677

Dear Mr. Gregan:

I have reviewed the above referenced plan consisting of 13 sheets, prepared by Richard C. Mast Associates, PC, dated March 21, 2014, last revised June 9, 2014. The subject tract is located on the west side of County Line Road, between Stump Road and Kenas Road. The site is zoned RA-1 Residential and is currently unimproved.

This proposal includes removal of a substantial amount of woodlands and construction of an 8-unit parsonage with associated parking and stormwater management facilities. Zoning relief was granted by the Montgomery Township Zoning Hearing Board on January 7, 2014 to allow a religious use on a property of less than 5 acres and to allow a front yard setback of less than 100 feet from County Line Road.

The plan appears to conform to the decision of the Zoning Hearing Board and my comments follow:

- I will defer to Boucher & James, but there seems to be ample opportunity for additional buffering along the northwestern property line.
- The Planning Commission and Board of Supervisors should evaluate the need for sidewalks along County Line Road.

1122 Old Bethlehem Pike Lower Gwynedd, PA 19002



phone: 215.283,9619 fax: 215.646,3458 kenamey@aol.com If there are any questions, please let me know.

Very truly yours,

Kenneth Amey

ce: Bruce S. Shoupe, Township Director of Planning and Zoning

Marita Stoerrle, Development Coordinator Marianne McConnell, Deputy Zoning Officer Russell Dunlevy, PE, Township Engineer James Dougherty, PE, Township Engineer Frank Bartle, Esq., Township Solicitor

Kevin Johnson, PE, Township Traffic Engineer

Judith Stern Goldstein, ASLA, Township Landscape Architect

Joshua Gross, PE, Applicant's Engineer Nand and Shashi Todi, Applicant

ZONING ORDINANCE PLAN REVIEW

DATE: October 1, 2014

PLAN REVIEW – Narayan Guest House – 1630 County Line Road LD/S # 677

DEVELOPMENT NAME: Narayan Guest House - Nand Todi

LOCATION: 1630 County Line Road LOT NUMBER & SUBDIVISION: 1 ZONING DISTRICT: R1 Residential PROPOSED USE: Religious Use

ZONING HEARING BOARD APPROVAL REQUIRED? YES

CONDITIONAL USE APPROVAL REQUIRED? NO

	Proposed	Required	Approved	Not Approved	N/A
USE			ZHB 1.7.14		
HEIGHT	<35	35	X		
LOT SIZE	3.319 acre	5 acre	ZHB		
SETBACKS BUFFER					
FRONT	75	100	ZHB		
SIDES	177	100	X		
REAR	100	100	X		
COMMON OPEN SPACE	NA	NA	X		
BUILDING COVERAGE	4%	Max 10%	X		
IMPERVIOUS COVERAGE	12%	Max 30%	X		

COMMENTS

ADDITIONAL COMMENTS:

The proposed use will for a eight unit parsonage with each unit having 2 bedrooms. The units
will be occupied purely for the Priest, visiting priest associated with the Bharatiya Temple and
other Temple personnel in accordance with the Zoning Hearing Board's decision of January 7,
2014. A Declaration of Restriction has been recorded Deed Book 5906 Page 2420 restricting the
use of the property.

ZONING OFFICER DATE

BEFORE THE ZONING HEARING BOARD OF MONTGOMERY TOWNSHIP

IN RE:

THE APPLICATION OF NAND AND SHASHI TODI

APPEAL NO. 13070002

HEARING DATE: December 3, 2013

DECISION AND ORDER

FINDINGS OF FACT

- The Applicants are Nand and Shashi Todi, P.O. Box 348, Gwynedd Valley, PA 19437 (hereinafter "Applicant").
- 2. The Applicant is the owner of real property located at 1630 County Line Road, Parcel No. 46-00-00556-001, Block 16A, Unit 177, Montgomery Township, Montgomery County, PA (hereinafter "Subject Property").
- 3. The Subject Property is a tract of land of approximately 3.219 acres located in the R-1 Residential Zoning District of Montgomery Township.
- 4. The Applicant is requesting a Special Exception or Variance from Section 230-26A(1), to construct a building to house Priests and other religious personnel near the Bharatiya Temple. The Applicant needs a Special Exception to allow a religious use in a Residential District and a Variance from the 5 acre requirement, as the Subject Property is 3.219 acres. The Applicant also requested zoning relief to allow a 75' setback to the ultimate right-of-way of the road, where 100' is required.
- 5. The Applicant was represented by Carl Weiner, Esquire, of the law firm of Hamburg, Rubin, Maxwell & Lupin, who presented the case on behalf of the Applicant. Mr. Weiner presented the following testimony and evidence:
- a) Testimony of Kasiram Ramakrishma, a Priest for 14 years, who has been the Head Priest of the Temple for approximately 6 years. Priest Ramakrishma testified that the Temple is almost always open due to various religious activities and that two Priests will be at the Temple and on call for multiple religious purposes;

- b) The testimony of Nand Todi, who was the fonder and the President of the Temple, and the owner of the Subject Property. Mr. Todi testified that the Temple has approximately 600 families, and they wish to build a 2 storey, eight unit parsonage, that would have 8 individual residential units. Mr. Todi testified that there would be no noise issues and it was purely for residential purposes. Mr. Todi reviewed the plans showing that each unit would have 2 bedrooms, and each apartment would purely be used for residential purposes for the Temple's Priests, visiting Priests, and other Temple personnel;
- c) Testimony was presented from Richard Mast, who was qualified to testify as an expert in Civil Engineering. Mr. Mast testified that the Subject Property has more then enough acreage to satisfied the needed use on the property, and that the actual frontage to the road is over 109'. Using the measurements from the ultimate right-of-way is why relief is requested to allow a 75' buffer from the ultimate right-of-way. Mr. Mast testified that there would be no signs on the property and that the land planning and development stage had to be completed before the project begins. Mr. Mast testified that there would be no additional traffic issues created by the development as the byright use of the property would create as much, if not more, traffic then the proposed use;
- d) Mr. Weiner entered into the record the proposed declaration of restrictions on the property, shaded Tax Map, a rendering of the proposed building, and the Zoning Exhibit Plans;
- e) The Board notes that the proof of publication, posting date, notification of residents, application, and all exhibits were properly marked and placed into the record; and
- f) Mr. Weiner entered into the record a letter from the Township Solicitor dated November 13, 2013, advising the Board that they do not take a position with regard to this Application, but would respectfully request a Deed Restriction as a condition of any approval.
- 6. The Board notes that there were many residents in attendance at the Hearing who had concerns with any development on the property.

DISCUSSION

The Applicant presented sufficient testimony and evidence to show the Board that they were entitled to the Special Exception to have a religious use on the Subject Property. The proposed use was purely a religious use to be used in conjunction with the Temple, and would only be approved as a religious use. The Applicant showed that the only variance relief they were

requesting was a dimensional variance with regard to the front yard setback from County Line Road, but that all other 100' setbacks are met, as well as all other dimensional requirements of the R-1 Zoning District.

The Board notes that the Subject Property is very close to the existing Temple, and the actual setback from County Line Road is approximately 109'.

CONCLUSION OF LAW

The Applicant has met it's burden of proof to be entitled to some zoning relief to allow the Applicant to construct a building to house Priests and other religious personnel on the Subject Property. The relief was granted subject to the following conditions:

- 1. That a Deed Restriction shall be placed on the Subject Property, as approved by the Township; and
- 2. That the Deed Restriction, at a minimum, contain the following language Declarants hereby declare that the use of the Proposed Building will be used exclusively for residential purposes to house Priests, visiting Priests and care takers involved with the operation of the Bharatiya Temple and their respective families, if any. No Temple sponsored religious ceremonies or celebrations shall occur on the Subject Property.

ORDER

AND NOW, this day of January, 2014, the Application of NAND AND SHASHI TODI is hereby GRANTED, with the above conditions.

ZON NG HEARING BOARD OF
MONTGOMERY TOWNSHIP

Mary May Kelm, Chairman

Kenneth Souder

Laupence Fold

Eddie Diasio

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Escrow Release #3- LDS#671 - 127 Stevers Mill Road ITEM NUMBER: #18A. MEETING DATE: December 15, 2014 MEETING/AGENDA: WORK SESSION ACTION XX NONE REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy: BOARD LIAISON: Joseph P. Walsh INITIATED BY: Bruce Shoupe Director of Planning and Zoning Chairman BACKGROUND: Attached is a construction escrow release requested by Avalon Way, LLC for 127 Stevers Mill Road, as recommended by the Township Engineer. The original amount of the escrow was \$38.846.15, held as a cash escrow. This is the third escrow release for this project. The current release is in the amount of \$15,555.00. The new balance would be \$5,323,55. ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None PREVIOUS BOARD ACTION: None ALTERNATIVES/OPTIONS: Approve or not approve the construction escrow release. BUDGET IMPACT: None. RECOMMENDATION: That this construction escrow be released. MOTION/RESOLUTION: The Resolution is attached. MOTION SECOND ROLL CALL: Robert J. Birch Aye Opposed Abstain Absent Candyce Fluehr Chimera Opposed Abstain Absent Aye Michael J. Fox Opposed Abstain Absent Aye Jeffrey W. McDonnell Opposed Abstain Absent Aye

Opposed

Abstain

Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Aye

Joseph P. Walsh

RELEASE OF ESCROW FORM

Russell S. Dunlevy, P.E. 11/21/2014 **Executive Vice President** Gilmore & Associates, Inc. 65 East Butler Avenue, Suite 100 New Britain, PA 18901 215-345-4330 Development: 127 Stevers Mill Road - LD/S#671 G&A Project #: 2013-10042 Release #: Dear Mr. Dunlevy: This is an escrow release request in the amount of \$17,347.08 Enclosed is a copy of our escrow spreadsheet with the quantities noted. ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH. Date: 12/09/2014 Mr. Lawrence Gregan Township Manager Montgomery Township 1001 Stump Road Montgomeryville, PA 18936 Dear Mr. Gregan: We have reviewed the developer's request for an escrow release. We therefore, recommend that be released. These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer. Russell S. Dunlevy, P.E., Executive VP, Gilmore & Associates, Inc. Resolution # WHEREAS, a request for release of escrow was received from 127 Stevers Mill Road - LD/S#671 , in the amount of \$17,347.08 representation that work set forth in the Land Development Agreement to the extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$15,555.00 NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize \$15,555.00 ; in accordance with the developer's request, and the officers of the Township are release of authorized to take the necessary action to obtain release of said sum. BE IT FURTHER RESOLVED that Township records indicate that escrow has been deposited via Cash with Montgomery Township in total sum of \$38,846.15 pursuant to a signed Land Development has previously been released from escrow. Therefore, the action of the Board Agreement and that \$17,967.60 \$5,323.55 releasing said sum leaves a new balance of in escrow. MOTION BY VOTE: SECOND BY: DATED: RELEASED BY:

Department Director



VIA EMAIL

December 9, 2014

File No. 2013-10042

Mr. Lawrence Gregan, Township Manager Montgomery Township 1001 Stump Road Montgomeryville, PA 18936

Reference:

Financial Security Release 3

127 Stevers Mill Rd - LD/S #671

Dear Larry:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements attached to this letter in the amount of \$15,555.00 have been completed. Please find enclosed a copy of our escrow calculations and the application for release of funds for your use.

Please be advised that these improvements will be subject to a final inspection prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.

Should you have any further questions or require any additional information, please do not hesitate to contact our office.

Sincerely.

James P. Dougherty, P.E. Gilmore & Associates, Inc.

P. Doughuty

Township Engineers

JPD/

Enclosures:

As Referenced

CC:

Bruce S. Shoupe, Director of Planning and Zoning

Marita A. Stoerrle, Development Coordinator - Montgomery Township

Kevin Johnson, P.E. - Traffic Planning & Design, Inc.

Judith Stern Goldstein, ASLA, R.L.A. - Boucher & James, Inc.

Robert Wagner, Avalon Way, LLC.



SUMMARY OF ESCROW ACCOUNT

RELEASE NO .:

3

PROJECT NAME:

127 Stevers Mill Road - LD/S#671

TOTAL CONSTRUCTION: \$ 35,314.68

RELEASE DATE: 9-Dec-2014

PROJECT NO .:

2013-10042

TOTAL CONSTRUCTION RETAINAGE (10%): \$ 3,531,47

38,846.15

PROJECT OWNER:

TOTAL CONSTRUCTION ESCROW POSTED: \$ 38,846.15

ORIGINAL ESCROW AMOUNT: \$

Avaion Way, LLC

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$

AMOUNT OF THIS RELEASE: \$ 15,555.00

MUNICIPALITY:

Montgomery Township

3,530.00 2,250.00

PRIOR ESCROW RELEASED: \$ 17,967.60 33,522.60

ESCROW AGENT:

TOTAL ADMINISTRATION (CASH ACCOUNT): \$

TOTAL ESCROW RELEASED TO DATE: \$

TYPE OF SECURITY: AGREEMENT DATE:

Cash

MAINTENANCE BOND AMOUNT (15%): \$ 5,297,20 BALANCE AFTER CURRENT RELEASE: \$ 5,323,55

	ESCR	OW TABU	LATION			CURRENT R	RELEASE	RELEASE	D TO DATE	AVAILABLE F	OR RELEASE	RELEASE REQ # 1
	CONSTRUCTION ITEMS	PTIMITS	QUANTITY	UNIT	TOTAL AMOUNT	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY
0.2	ACCOUNTS IN A STREET OF STREET	UNITO	QUANTITI	FRICE	AWOUNT	QUANTITI	AWOON	QUANTITE	AMOUNT	QUANTITY	AWOUNT	QUANTITI
Ē	ROSION CONTROL	· · · ·		64 000 00					F4 000 00			
1	Construction Entrance	EA	1	\$1,000.00	\$1,000.00			1.00	\$1,000.00			
2	30" Silt Fence	LF LF	42	\$1.80	\$75.60			42.00	\$75.60			
3	Super Silt Fence		185	\$7.00	\$1,295.00			185.00	\$1,295.00			
4	Inlet Filter	EA	1	\$200.00	\$200.00			1.00	\$200.00			
S	TORMWATER MANAGEMENT							1				
1	Underground Detention Basin inc. Excavation, Stone,											
	Lining, Inlets, Overflow Pipe, etc.	LS	1	\$5,000.00	\$5,000.00			1.00	\$5,000.00			
2	4" Roof Header	LF	52	\$6.00	\$312.00			52.00	\$312.00			
3	6" Roof Header	LF	150	\$8.00	\$1,200.00			150.00	\$1,200.00			
4	Cleanouts	EA	6	\$50.00	\$300.00			6.00	\$300.00			
5	Rip-Rap Apron	LS	1	\$75.00	\$75.00			1.00	\$75.00			
6	6" Flared End Section	EA	1	\$200.00	\$200.00			1.00	\$200.00			
7	As-Built - Basin	LS	1	\$300.00	\$300.00			1.00	\$300.00			
s	ANITARY SEWER											
1	4" SDR-35 Piping - Including backfill/ restoration	LF	110	\$22.00	\$2,420.00			110.00	\$2,420.00			
3		EA	3	\$300.00	\$900,00			3.00	\$900.00			
· v	ATER SERVICE											
1	1" Water Service	LF	83	\$15.00	\$1,245.00			83.00	\$1,245.00			
C	ONCRETE											
1	Reinforced Concrete Driveway Apron, 6" Thick (WWF)	LS	1	\$650.00	\$650.00			1.00	\$650.00			
2	Concrete Sidewalk, 4" Thick	SF	64	\$10.00	\$640,00			64.00	\$640.00			
3	Depressed Concrete Curb	LF	20	\$30.00	\$600.00			20.00	\$600.00			



SUMMARY OF ESCROW ACCOUNT

RELEASE NO .:

3

PROJECT NAME:

127 Stevers Mill Road - LD/S#671

TOTAL CONSTRUCTION: \$ 35,314.68

RELEASE DATE: 9-Dec-2014

PROJECT NO .:

2013-10042

3,531.47

38,846.15

PROJECT OWNER:

TOTAL CONSTRUCTION RETAINAGE (10%): \$ TOTAL CONSTRUCTION ESCROW POSTED: \$ 38,846.15 ORIGINAL ESCROW AMOUNT: \$

Avalon Way, LLC

AMOUNT OF THIS RELEASE: \$

15,555.00

MUNICIPALITY:

Montgomery Township

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 3,530.00 2,250.00

PRIOR ESCROW RELEASED: \$

17,967.60

ESCROW AGENT:

TOTAL ADMINISTRATION (CASH ACCOUNT): \$

TOTAL ESCROW RELEASED TO DATE: \$

33,522,60

TYPE OF SECURITY:

Cash

MAINTENANCE BOND AMOUNT (15%): \$ 5,297.20 BALANCE AFTER CURRENT RELEASE: \$ 5,323.55

AGREEMENT DATE:

		ESCROW TABU	LATION			CURRENT F	RELEASE	RELEASE	D TO DATE	AVAILABLE F	OR RELEASE	RELEASE REQ # 1
				UNIT	TOTAL		TOTAL		TOTAL		TOTAL	
	CONSTRUCTION ITEMS	UNITS	QUANTITY	PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
i. <u>L</u>	ANDSCAPING											
1.	*Red Maples (3" cal.)	EA	16	\$350.00	\$5,600.00	16.00	\$5,600.00	16.00	\$5,600.00			
2.	*Scarlet Oak (3" cal.)	EA	12	\$350.00	\$4,200.00	12.00	\$4,200.00	12.00	\$4,200.00		1	
3.	*Thomless Honey Locust (2.5" cal.)	EA	6	\$275.00	\$1,650.00	6.00	\$1,650.00	6.00	\$1,650.00			
4.	*Chestnut Oak (2.5" cal.)	EA	5	\$275.00	\$1,375.00	5.00	\$1,375.00	5.00	\$1,375.00		1	
5.	*Inkberry Hollies (24")	EA	22	\$65.00	\$1,430.00	22.00	\$1,430.00	22.00	\$1,430.00			
6.	*Mountain Laurel (24")	EA	12	\$65.00	\$780.00	12.00	\$780.00	12.00	\$780,00			
7.	*Winterberry (30")	EA	8	\$65.00	\$520.00	8.00	\$520.00	8.00	\$520.00		i	
8.	. Tree Protection Fencing	LF	430	\$1.50	\$645.00			430.00	\$645.00			
9.	Permanent Vegetation	SF	13,026	\$0.08	\$1,042.08					13,026.00	\$1,042.08	
*10	ncludes Supplying and Installing Trees/Bushes and M	Mulching										
. м	ISCELLANEOUS											
1.	Lot Pins	LS	1	\$260.00	\$260.00			1.00	\$260.00			
2.	As-Built Surveys and Plans	LS	1	\$750.00	\$750.00					1.00	\$750.00	
3.	Maintenance and Protection of Traffic	LS	1	\$400.00	\$400.00			1.00	\$400,00			
4.	Construction Stakeout	LS	1	\$250.00	\$250.00			1.00	\$250.00			
R	ETAINAGE .		1		\$3,531.47					1.00	\$3,531.47	
(F	Released upon certification of completion and receipt	of Maintenance Bo	ond)									



INNOVATIVE ENGINEERING

November 26, 2014

Mr. James P. Dougherty, P.E. Gilmore & Associates, Inc. 65 E. Butler Ave. Suite 100 New Britain, PA 18901

SUBJECT:

127 STEVERS MILL ROAD

ESCROW RELEASE INSPECTION 001

TOWNSHIP LD/S NO. 671 PROJECT NO. 1355271R

Dear Mr. Dougherty:

Please be advised that on November 25, 2014, I conducted an escrow release inspection of the plant material installed at 127 Stevers Mill Road as requested by Robert Wagner of Avalon Way, LLC in his letter dated November 21, 2014. The plant material was inspected in accordance with the Preliminary/Final plan set prepared by Lenape Valley Engineering, dated October 7, 2013 and last revised April 21, 2014

All plant material has been found to be acceptable to release the associated escrow. As requested by the landscape contractor, removal of burlap and bindings from the tops of the tree root balls may be deferred until September of 2015. However, any plant material that dies as a result of the bindings not being removed must be replaced in accordance with the plant material requirements for the start and/or end of the maintenance period.

Based on our review of this escrow release request, we recommend an escrow release amount of Fifteen Thousand, Five Hundred Fifty Five Dollars and No Cents (\$15,555.00). An updated escrow tabulation is attached for your reference.

Please note, authorization of this release should not be construed as Final Approval or Acceptance of the improvements installed to date.

Please do not he sitate to contact me if you have any questions or require further information.

Sincerely,

Valerie L. Liggett, ASLA, R.L.A.

Valerie & higgett

ISA Certified Arborist®

Planner/Landscape Architect

VLL/kam

Enclosure(s)

ec:

Board of Supervisors

Lawrence Gregan, Township Manager

Bruce Shoupe, Director of Planning and Zoning

Marita Stoerrle, Development Coordinator

Marianne McConnell, Shade Tree Commission

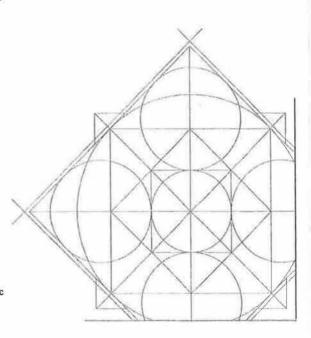
Robert Wagner, Avalon Way, LLC

P:\2013\1355271R\Documents\Correspondence\Letter.To.JDougherty.EscrowRelease001.doc

Fountainville Professional Building 1456 Ferry Road, Building 500 Doylestown, PA 18901 215-345-9400 Fax 215-345-9401

2738 Rimrock Drive Stroudsburg, PA 18360 570-629-0300 Fax 570-629-0306

www.bjengineers.com



127 STEVERS MILL ROAD MONTGOMERY TOWNSHIP (5/19/14 REVISED 11/25/14)

PROJECT #13 55 271RR LD/S # 671

						1					CUR	REN	T ESCROW			
				UNIT				PREV	101	US ESCROW	RECO	MM	ENDED FOR	RE	MA	INING
ITE	DESCRIPTION	SIZE	3	PRICE	QTY.		TOTAL	F	REL	EASED		REI	LEASE	1	ESCR	ROW
								QTY.		AMOUNT	QTY.		AMOUNT	QTY.	A	MOUNT
1.0	Shade Trees															
	Red Maple	3" cal.	\$	350.00	16	\$	5,600.00	0	\$	540	16	\$	5,600.00	0	\$	
	Scarlet Oak	3" cal.	\$	350.00	12	\$	4,200.00	0	\$	(#I	12	\$	4,200.00	0	\$	160
	SUBTOTAL				28	\$	9,800.00	0	\$		28	\$	9,800.00	0	\$	- 0 -
2.0	Replacement Trees															
	Thornless Honey Locust	2.5" cal.	\$	275.00	6	\$	1,650.00	0	\$	· ·	6	\$	1,650.00	0	\$	
	Chestnut Oak	2.5" cal.	\$	275.00	5	\$	1,375.00	0	\$	-	5	\$	1,375.00	0	\$	- 14
	SUBTOTAL				11	\$	3,025.00	0	\$	-	11	\$	3,025.00	0	\$	()
3.0	<u>Shrubs</u>															
	Inkberry Holly	24" min	\$	65.00	22	\$	1,430.00	0	\$		22	\$	1,430.00	0	\$	
	Mountain Laurel	24" min	\$	65.00	12	\$	780.00	0	\$		12	\$	780.00	0	\$	-
	Winterberry	30" min.	\$	65.00	8	\$	520.00	0	\$	\ <u>~</u> -:	8	\$	520.00	0	\$	
	SUBTOTAL				22	\$	2,730.00	0	\$	(<u>a</u>)	22	\$	2,730.00	0	\$	•
4.0	TOTAL OF ALL PLANTINGS					\$	15,555.00		\$	-		\$	15,555.00		\$	-



Avalon Way, LLC.

2526 N. Broad Street, Colmar, PA 18915 215-822-8826

November 21, 2014

Bruce Shoupe, Director of Planning and Zoning Montgomery Township 1001 Stump Road Montgomeryville, PA 18936

Re:

Escrow Release #3

127 Stevers Mill – LD/S #671 Project # 2013-10042

Dear Bruce:

We have completed a number of items covered under our escrow agreement and would like to request the release of escrow monies amounting to \$17,347.08.

Please review the attached breakdown and contact me with any questions. Make the check payable to Avalon Way, LLC.

Robert Wagner

Avalon Way, LLC

James Dougherty

Gilmore & Associates, Inc.



Gilmore & Associates, Inc.
Engineering and Consulting Services

		SUMMARY O	F ESCROW ACCOUNT	RELEASE NO.:	2
				RELEASE DATE:	20-Nov-2014
PROJECT NAME:	127 Stevers Mill Road - LD/S#671	TOTAL CONSTRUCTION: \$	35,314.68		i i
PROJECT NO.:	2013-10042	TOTAL CONSTRUCTION RETAINAGE (10%): \$	3,531.47	ORIGINAL ESCROW AMOUNT: \$	38,846.15
PROJECT OWNER:	Avalon Way, LLC	TOTAL CONSTRUCTION ESCROW POSTED: \$	38,840.15		
	(5)			AMOUNT OF THIS RELEASE: \$	10,122.00
		TOTAL ENGINSPILEGAL (CASH ACCOUNT): \$	3,530,00		
MUNICIPALITY:	Montgamery Township	TOTAL ADMINISTRATION (CASH ACCOUNT): \$	2,250.00	PRIOR ESCROW RELEASED: \$	7,845.60
ESCROW AGENT:				TOTAL ESCROW RELEASED TO DATE: \$	17,967.60
TYPE OF SECURITY: AGREEMENT DATE:	Cash	MAINTENANCE BOND AMOUNT (15%): \$	5,297.20	BALANCE AFTER CURRENT RELEASE: \$	20,878.55

		ESCROW TABL	LATION			CURRENT F	RELEASE	RELEASE	D TO DATE	AVAILABLE F	OR RELEASE	RELEASE REQ#3
	CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL	QUANTITY
VIL L	ANDSCAPING											
1.	"Red Maples (3" cal.)	EA	16	\$350.00	\$5,600.00			1		16.00	\$5,600.00	5600.0
2.	"Scarlet Oak (3" cal.)	EA	12	\$350.00	\$4,200.00					12.00	\$4,200.00	4200.0
3.	"Thornices Honey Locust (2.5" cal.)	EA	6	\$275.00	\$1,650.00			1		6.00	\$1,650.00	1650.0
4.	"Chestnut Oak (2.5" cal.)	EA	5	\$275,00	\$1,375.00			1		5.00	\$1,375.00	1375.0
5.	"Inkberry Hollies (24")	EA	22	\$85.00	\$1,430.00			1		22.00	\$1,430,00	1430.0
6,	*Mountain Laurel (24*)	EA	12	\$85.00	\$780.00			1		12.00	\$780.00	780.0
7.	"Winterberry (30")	EA	8	\$65.00	\$520.00			1		8.00	\$520.00	520-0
8,	Tree Protection Fencing	LF	430	\$1.50	\$645,00	430.00	\$645.00	430,00	\$645.00			
9.	Permanent Vegetation notates Supplying and Installing Trees/Bushes and N	SF tulching	13,026	\$0,08	\$1,042.08					13,026,00	\$1,042.08	1042.0
VIII. M	ISCELLANEOUS				1							-
1.	Lot Pins	LS	1	\$260.00	\$260.00			1.00	\$260.00	4000		
2	As-Built Surveys and Plans	LS	1	\$750.00	\$750.00				OC	1.00	\$750.00	750.0
3.	Maintenance and Protection of Traffic	LS	1	\$400.00	\$400.00			1.00	\$400.00			
4.	Construction Stekeout	LS	1	\$250.00	\$250.00			1.00	\$250.00			
X R	ETAINAGE		1		\$3,531.47			1		1.00	\$3,531.47	
(F	Released upon certification of completion and receipt	of Maintenance B	ond)									

× 17,347.08



SUMMARY OF ESCROW ACCOUNT

RELEASE NO .: 2 RELEASE DATE: 20-Nov-2014

PROJECT NAME:

127 Stevers Mill Road - LD/S#671

TOTAL CONSTRUCTION: \$ 35,314.68

PROJECT NO .: PROJECT OWNER: 2013-10042 Avalon Way, LLC

TOTAL CONSTRUCTION RETAINAGE (10%): \$ 3,531.47 TOTAL CONSTRUCTION ESCROW POSTED: \$ 38,848.16 ORIGINAL ESCROW AMOUNT: \$ 38,846.15

AMOUNT OF THIS RELEASE: \$ 10,122.00

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 3,530.00 2,250.00

PRIOR ESCROW RELEASED: \$

MUNICIPALITY: ESCROW AGENT: Montgomery Township

TOTAL ADMINISTRATION (CASH ACCOUNT): \$

TOTAL ESCROW RELEASED TO DATE: \$ 17,967.60

7,845.60

TYPE OF SECURITY: AGREEMENT DATE:

MAINTENANCE BOND AMOUNT (15%): \$ 5,297.20

BALANCE AFTER CURRENT RELEASE: \$ 20,878.55

	ESCR	OW TABL	LATION			CURRENT F	ELEASE	RELEASE	D TO DATE	AVAILABLE	OR RELEASE	RELEASE REQ#3
	CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL	QUANTITY
	ROSION CONTROL											
1	. Construction Entrance	EA	1	\$1,000.00	\$1,000.00			1.00	\$1,000.00			
2	. 30" Sit Fence	UF	42	\$1.80	\$75.60			42.00	\$75,60			
3	L Super Stit Fence	UF	185	\$7.00	\$1,295,00			185.00	\$1,295.00	İ	2	
4	. Inlet Filter	EA	1	\$200.00	\$200.00	1.00	\$200,00	1.00	\$200.00			
. 5	TORMWATER MANAGEMENT							i				
1	. Underground Detention Basin inc. Excavation, Stone,											
	Lining, Inlets, Overflow Pipe, etc.	LS	1	\$5,000.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00		8	
2	4ª Roof Header	LF	52	\$6.00	\$312.00	52.00	\$312.00	52.00	\$312,00		1	
3	. 6º Roof Header	LF	150	\$8.00	\$1,200.00	150,00	\$1,200.00	150,00	\$1,200.00			
4	. Cleanouts	EA	6	\$50.00	\$300.00	6.00	\$300.00	6.00	\$300,00			
5	i. Rip-Rap Apron	LS	1	\$75.00	\$75.00	1.00	\$75.00	1.00	\$75.00		li di	
6	3. 6" Flared End Section	EA	1	\$200.00	\$200.00	1.00	\$200.00	1.00	\$200.00			
7	. Aa-Built - Basin	LS	1	\$300.00	\$300.00	1.00	\$300,00	1,00	\$300.00			
. §	SANITARY SEWER											
1	. 4" SDR-35 Plping - Including backfill/ restoration	LF	110	\$22.00	\$2,420.00			110.00	\$2,420.00	1		
3	. Cleanouts	EA	3	\$300,00	\$900.00			3,00	\$900.00			
	VATER SERVICE							1000000000	27927502750			
1	. 1" Water Service	LF.	83	\$15.00	\$1,245.00			83.00	\$1,245.00			
. ç	CONCRETE							1				
1	. Reinforced Concrete Driveway Apron, 6" Thick (WWF)	LS	1	\$850.00	\$650.00	1.00	\$650,00	1.00	\$650,00			
2		SF	64	\$10.00	\$640.00	84.00	\$840.00	64,00	\$640,00			
3	. Depressed Concrete Curb	LF	20	\$30.00	\$600.00	20.00	\$600,00	20.00	\$800.00	l		

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Construction Escrow Release #2 - LDS#630 - Firefox Phase I

MEETING DATE: December 15, 2014

ITEM NUMBER:

#18 B.

MEETING/AGENDA:

WORK SESSION

Director of Planning and Zoning

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX

Information: Discussion:

Policy:

INITIATED BY:

Bruce Shoupe

BOARD LIAISON: Joseph P. Walsh

Chairman

BACKGROUND:

Attached is a construction escrow release requested by Brian Grant for Firefox Phase I, as recommended by the Township Engineer. The original amount of the escrow was \$2,618,503.16, held as a Loan with Univest Bank. This is the second escrow release for this project. The current release is in the amount of \$91,096.40. The new balance would be \$2,189,407.01.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

Approve or not approve the construction escrow release.

BUDGET IMPACT:

None.

MOTION

RECOMMENDATION:

That this construction escrow be released.

MOTION/RESOLUTION:

The Resolution is attached.

0	LOOND		
Aye	Opposed	Abstain	Absent
Aye	Opposed	Abstain	Absent
Aye	Opposed	Abstain	Absent
Aye	Opposed	Abstain	Absent
Aye	Opposed	Abstain	Absent
	Aye Aye Aye Aye	Aye Opposed Aye Opposed Aye Opposed	Aye Opposed Abstain Aye Opposed Abstain Aye Opposed Abstain Aye Opposed Abstain

SECOND

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

RELEASE OF ESCROW FORM

Russell S. Dunlevy, P.E.			Date: _	12/03/2014
Executive Vice President				
Gilmore & Associates, Inc.				
65 East Butler Avenue, Suite 100				
New Britain, PA 18901				
215-345-4330				
Development: Firefox - Ph. 1 (Southern) -	LD/S #630	G&A P	roject#:	2012-09009
Release #: 2			,	
Dear Mr. Dunlevy:				
This is an escrow release request in the amount with the quantities noted.	ınt of \$91,096.40	. Enclosed is a copy of	our escrow	spreadsheet
ESCROW RELEASE REQUESTS ARE I	LIMITED TO ONE PI	ER MONTH.		
No.			Date	12/00/2014
Mr. Lawrence Gregan			Date: _	12/09/2014
Township Manager Montgomery Township				
1001 Stump Road				
Montgomeryville, PA 18936				
monigomory vine, 111 10220				
Dear Mr. Gregan:				
We have reviewed the developer's request for	or an escrow release. We	therefore, recommend that	\$91,096	5.40
be released. These improvements will be sub				
maintenance period. Any deficiencies will be				
1 21	:0:-	- o, o (o.e.po).		
- and Day Fo	n RSD			
Russell S. Dunlevy, P.E. Executive VP, Gilr	nore & Associates, Inc.			
Resolution #				
WHERE AC	C	rystal Road Enterprises, LLC	·	
WHEREAS, a request for release of escrow				, on the
for Firefox - Ph. 1 (Southern) - LD/S #6 representation that work set forth in the Land		, in the amount of \$91,		
WHEREAS, said request has been reviewed				
NOW, THEREFORE, BE IT RESOLVED b			_	
		's request, and the officers of		
authorized to take the necessary action to obt			t tito Tomin	mp ur c
BE IT FURTHER RESOLVED that Townsh			ia Loan	
with Montgomery Township in total sum of	\$2,618,503.16	pursuant to a signed La	The same of the sa	ment
Agreement and that \$337,999.75		eleased from escrow. Theref		
releasing said sum leaves a new balance of	\$2,189,407.01	in escrow.		
240				
MOTION BY		VOTE:		
SECOND BY:				
DATED:		:		

Department Director

VIA EMAIL

December 9, 2014

File No. 2012-09009

Mr. Lawrence Gregan, Township Manager Montgomery Township 1001 Stump Road Montgomeryville, PA 18936

Reference:

Firefox Phase 1 (Southern Village) - LD/S #630

Financial Security Release 2

Dear Larry:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements attached to this letter in the amount of \$91,096.40 have been completed. Please find enclosed a copy of our escrow calculations and the application for release of funds for your use.

Please be advised that these improvements will be subject to a final inspection prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.

Should you have any further questions or require any additional information, please do not hesitate to contact our office.

Sincerely,

James P. Dougherty, P.E. Gilmore & Associates, Inc.

P. Doughat

Township Engineers

JPD/

Enclosures:

As Referenced

CC:

Bruce S. Shoupe, Director of Planning and Zoning

Marita A. Stoerrle, Development Coordinator - Montgomery Township

Kevin Johnson, P.E. - Traffic Planning & Design, Inc.

Judith Stern Goldstein, ASLA, R.L.A. - Boucher & James, Inc.

Brian C. Grant - Select Properties



SUMMARY OF ESCROW ACCOUNT

RELEASE NO .:

2 RELEASE DATE: 9-Dec-2014

PROJECT NAME: PROJECT NO .: TOWNSHIP NO .:

Firefox - Ph. 1 (Southern)

2012-09009 LD/S #630

PHASEI PHASE II TOTAL CONSTRUCTION: \$ 2,380,457.42 \$ 1,573,052.37 \$ 3,953,509.79 CONTINGENCY (10%): \$ 238,045.74 \$ 157,305.24 \$ 395,350.98 ESCROW POSTED: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77

DEVELOPER: Crystal Road Enterprises, LLC OWNER:

Firefox I, L.P.

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 45,000.00 TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00

MUNICIPALITY: ESCROW AGENT: Montgomery Township

Univest

TYPE OF SECURITY: AGREEMENT DATE:

10-Oct-2014

PHASE I MAINTENANCE BOND AMOUNT (15%): \$ 357,068.61 PHASE II MAINTENANCE BOND AMOUNT (15%): \$ 235,957.86

PHASE I PHASE II TOTAL TOTAL ESCROW: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77 AMOUNT OF THIS RELEASE: \$ 91,096.40 \$ \$ 91,096.40 \$ 337,999,75 PRIOR ESCROW RELEASED: \$ 337,999.75 \$ TOTAL RELEASED TO DATE: \$ 429,096.15 \$ \$ 429,096.15 BALANCE AFTER CURRENT RELEASE: \$ 2,189,407.01 \$ 1,730,357.61 \$ 3,919,764.62

ESCROW TABULATI	ION					CURRENT	RE	LEASE	RELEASE	D TO DATE	AVAILABLE FO	R RELEASE	RELEASE REQ#1
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT		TOTAL AMOUNT	QUANTITY	10	TOTAL AMOUNT	QUANTITY	TOTAL	QUANTITY	TOTAL AMOUNT	QUANTITY
PHASE I (SOUTHERN VILLAGE)			711		1000		N/A		1 1 20		15 15 15 15	25° (d) (c) (27)	
.A. MOBILIZATION	LS	1 \$	73,227.00	\$	73,227.00		\$			\$ -	1 5	73,227.00	
.B. EARTHWORK													
Clearing & Grubbing	LS	1 \$	52.482.00	\$	52,482.00	1.00	S	52,482.00	1.00	\$ 52,482,00			
2. Strip Topsoil	CY	11,338 \$	2.47	s	28,004.86		S	8,398.00	000000	\$ 8,398,00	7938		
3. Cut Fill & Compact	CY	16,335 \$	2.50	\$	40,837.50	0-100.00	\$	0,050,00	0400,00	\$ 0,000,00	16335		
4. Grade	SY	35,597 \$	0,28	\$	9,967.16		\$			\$ -	35597		
C. RETAINING WALL		004 0	2.42		0.054.40		2						
Excavate Retaining Wall	LF	321 \$	6.40	1.0	2,054.40		\$	•		\$ -	321		
2. Retaining Wall	SF	1,250 \$	40,00		50,000.00		5	-		\$ -	1250		
Sleeves for Guide Rail behind Wall #1	LS	1 \$	1,785.00	a	1,785.00		3				1 5	1,785.00	
D. EROSION CONTROL Erosion & Sediment Controls													
1. Construction Entrance	EA	1 \$	3,392,00	s	3,392.00	0.50	5	1,696.00	0.50	\$ 1,696.00	1 1	1,696.00	
2. 12" Weighted Sediment Tube	LF	31 S	10.35		320.85	0,00	S	1,000.00	0,00	\$ -	31		
3. 12" Filtrex Sock	LF	138 S	3.81	s	525.78		S			s -	138		
4. 18" Silt Fence - Stockpiles	LF	350 S		100	546,00		S			s -	350		
5. 30" Silt Fence	1F	646 \$	1,91	s	1,233.86	646.00	S	1,233.86	646.00	\$ 1,233.86			
6. Super Silt Fence	LF	687 \$	6.45	s	4,431,15		S	4,431,15	200000000000000000000000000000000000000	\$ 4,431.15			
7. Super Silt Fence w/ Tree Protection Fence	LF	3.000 \$	6.45	s	19,350.00	1696.00		10,939.20	\$1000 P. C.	\$ 10,939.20	1304	8,410.80	
Orange Construction Fence	LF	1,520 \$	1,54	s	2,340.80	1520.00	-	2,340.80	101 (100 0 17)	\$ 2,340.80	1	3,770.00	
9. Tree Protection Fence	LF	3,753 \$		1.4	5,779.62		S	4,623.08	13,00000	\$ 4,623.08	751 5	1,156.54	
10. Temporary Vegetation - Excess Fill Pites	SY	19,360 \$			5,614.40	-302,00	S	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		s -	19360		
11. Slope Matting (North American Green S-75)	SY	3.059 \$	1.50		4,588.50		5			s -	3059		
12. Grade Swales #A,A1.5,B12.2,B6,B13)	SY	2,471 \$		1000	1,359.05		S	141		\$ -	2471		
13. Swale Matting (North American Green S-75)	SY	2,471 \$	1.50	S	3,706.50		S			s -	2471		
14. Rock Filters	EA	6 \$	132.00		792.00		S			\$ -	6 9	(a) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	
15. Inlet Protection Silt Sack	EA	29 \$	134.00		3,886.00		5			\$ -	29		
 Pumped Water Filter Bag, Pump, Clean Water Pump Bypass, Sandbag Cofferdam 	LS	1 \$	12,000.00	\$	12,000.00		\$	Ŷ.		\$ -	1		



SUMMARY OF ESCROW ACCOUNT

RELEASE NO .: RELEASE DATE: 9-Dec-2014

2

PROJECT NAME: PROJECT NO .: TOWNSHIP NO .:

Firefox - Ph. 1 (Southern)

2012-09009 LD/S #630

PHASE I PHASE II TOTAL CONSTRUCTION: \$ 2,380,457.42 \$ 1,573,052.37 \$ 3,953,509.79 CONTINGENCY (10%): \$ 238,045.74 \$ 157,305.24 \$ 395,350.98 ESCROW POSTED: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77

DEVELOPER: OWNER:

Crystal Road Enterprises, LLC Firefox I, L.P.

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 45,000.00

MUNICIPALITY: ESCROW AGENT: TYPE OF SECURITY: AGREEMENT DATE:

Montgomery Township Univest Loan 10-Oct-2014

TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00

PHASE I MAINTENANCE BOND AMOUNT (15%): \$ 357,068.61 PHASE II MAINTENANCE BOND AMOUNT (15%): \$ 235,957.86

PHASE I PHASE II TOTAL TOTAL ESCROW: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77 AMOUNT OF THIS RELEASE: \$ 91,096.40 \$ \$ 91,096,40 PRIOR ESCROW RELEASED: \$ 337,999.75 \$ \$ 337,999.75 TOTAL RELEASED TO DATE: \$ 429,096.15 \$ \$ 429,096.15 BALANCE AFTER CURRENT RELEASE: \$ 2,189,407.01 \$ 1,730,357.61 \$ 3,919,764.62

ESCROW TA	ABULATION					CURRENT	REL	EASE	RELEASI	ED	TO DATE	AVAILABLE FO	R RELEASE	RELEASE REQ#1
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT		TOTAL AMOUNT	QUANTITY		TOTAL	QUANTITY	9	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
Sediment Basin B				_										
20. Strip Topsoil	CY	1,058 \$	2.47	S	2,613.26	1058,00	\$	2,613.26	1058,00	\$	2,613.26	\$	-	
21. Cut Fill & Compact	CY	3,683 \$	2.50	S	9,207.50		5			\$		3683 \$	9,207.50	
22. Grade	CY	4,737 \$	0.28	\$	1,326,36		\$			\$		4737 \$	1,326.36	
23. Core Cut & Fill Keyway	LF	275 \$	10.08	5	2,772.00		\$			\$		275 \$	2,772.00	
24. Respread Topsoil	CY	1,058 \$	2.97	\$	3,142.26		\$			\$		1058 \$	3,142.26	
25. Grade Spillway	SY	132 \$	0.48	S	63,36		\$			\$	14	132 \$	63,36	
26. Spillway Matting (North American Green P-300)	SY	132 \$	5.66	S	747.12		S			\$	-	132 \$	747.12	
27. Permanent Rake & Vegetation	SF	42,675 \$	0.29	\$	12,375.75		S			\$		42675 \$	12,375.75	
28. Super Silt Fence Baffle Wall, 3.05' hgt.	LF	255 \$	6.45	\$	1,644.75		S	-		\$		255 \$	1,644.75	
29. 24" x 38" Elliptical RCP (Dual Runs)	LF	88 \$	143.00	\$	12,584.00		S			\$		88 \$	12,584.00	
30. Outlet Structure (#B3.3) w/Wingwalls and Trash Rack	EA	1 \$	10,505.00	S	10,505.00		S			\$		1 \$	10,505.00	
31. 30" x 120" Modified Type C Inlets (#B02, B03)	EA	2 \$	5,087.00	\$	10,174.00		\$			S		2 \$	10,174.00	
32. Antiseep Collars	EA	2 \$	1,809.00	\$	3,618.00		\$	-		\$		2 \$	3,618.00	
33. 24" x 38" Elliptical Endwall (#B1) w/Concrete Apron	EA	1 \$	11,715.00	\$	11,715.00		S			\$	-	1 \$	11,715.00	
34. 36" CMP Temporary Riser	EA	1 \$	1,900.00	S	1,900.00		5			\$	- 1	1 \$	1,900.00	
35. R-5 Rip Rap Dissipator	TON	80 \$	54.00	\$	4,320.00		\$			\$		80 \$	4,320,00	
STORM SEWER					12s at the constitution of						- 1			
1. 18" RCP	LF	762 \$	35.00	S	26,670.00		\$	*		S		762 \$	26,670.00	
2. 24" RCP	LF	410 \$	45.00	\$	18,450.00		\$			\$		410 \$	18,450.00	
3. 36" RCP	LF	112 \$	80.00	\$	8,960.00		\$			\$	-	112 \$	8,960.00	
4. 34" x 53" Elliptical RCP	LF	73 \$	162.00	\$	11,826.00		\$			S	e l	73 \$	11,826.00	
Typc C Inlet (#A01.3, A01.4, A03, A04, A05, A06, B02.		26 \$	2,700,00	1	70,200.00		\$	-		S		26 \$		
Type C Inlet Mod, 42"x48", (#B03.4, B04)	EA	2 \$	3,400.00		6,800.00		\$			\$		2 \$	6,800.00	
Type C Inlet Mod 8' x 8' (Outlet Structure #A02)	EA	1 \$	12,608.00		12,608.00		\$	×.		\$	*	1 \$		
18" DW Endwalls (#A01.2, A01.5)	EA	2 \$	1,200.00		2,400.00		\$	-		\$		2 \$	2,400.00	
9. 36" DW Endwalls (#B10)	EA	1 \$	1,850.00	-	1,850.00		\$			\$		1 \$	1,850.00	
10, R-5 Rip Rap Dissipator	TON	191 \$	54.00	\$	10,314.00		\$			S		191 \$	10,314.00	



SUMMARY OF ESCROW ACCOUNT

RELEASE NO .: RELEASE DATE: 9-Dec-2014

2

PROJECT NAME: PROJECT NO .: TOWNSHIP NO .:

MUNICIPALITY:

ESCROW AGENT:

TYPE OF SECURITY:

AGREEMENT DATE:

Firefox - Ph. 1 (Southern)

2012-09009 LD/S #630

PHASEI PHASE II TOTAL CONSTRUCTION: \$ 2,380,457.42 \$ 1,573,052.37 \$ 3,953,509.79 CONTINGENCY (10%): \$ 238,045.74 \$ 157,305.24 \$ 395,350.98 ESCROW POSTED: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77 Crystal Road Enterprises, LLC

DEVELOPER: OWNER: Firefox I, L.P.

Montgomery Township

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 45,000.00 TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00

Univest Loan 10-Oct-2014

PHASE I MAINTENANCE BOND AMOUNT (15%): \$ 357,068.61 PHASE II MAINTENANCE BOND AMOUNT (15%): \$ 235,957.86

0.0 to 1.0 to 1.		PHASE I		PHASE II		TOTAL
TOTAL ESCROW:	\$ 2	,618,503.16	\$ 1	,730,357.61	\$	4,348,860.77
AMOUNT OF THIS RELEASE:	\$	91,096.40	\$		\$	91,096.40
PRIOR ESCROW RELEASED:	\$	337,999,75	\$		\$	337,999,75
TOTAL RELEASED TO DATE:	\$	429,096.15	\$	- k	S	429,096.15
BALANCE AFTER CURRENT RELEASE:	\$ 2	,189,407.01	\$ 1	,730,357.61	\$	3,919,764.62

	ESCROW TABULATI	ON				CURRENT	RELEA	SE	RELEASE	р то і	DATE	AVAILABLE FOR	RELEASE	RELEASE REQ # 1
	CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	1,000	TAL	QUANTITY	1000	TAL	QUANTITY	TOTAL AMOUNT	QUANTIT
D	ETENTION FACILITIES #A, B1, B2													
1.	Facility A, Systems #1 and 2, w/ Structure #A7, w/ #57 Stone to Springline of Pipe and On-site Backfill (No Fabric)	LS	1 \$	48,161.00	\$ 48,161.00		\$		6	S		1 \$	48,161.00	
2.	Facility B1, Systems #1,2 and 3, w/ Structures #B5, B6, and B7, w/ #57 Stone to Springline of Pipe and On-Site Backfill (No Fabric)	LS	1 \$	117,195.00	\$ 117,195.00		s	*	18	\$	*	1 \$	117,195.00	
3.	Facility B2, Systems #1 through 8, w/ Structures #B10.1, B11, B12, B12.1, B12.2, B14, B15, and B16, w/ #57 Stone to Springline of Pipe and On-Site Backfill (No Fabric)	LS	1 \$	313,500.00	\$ 313,500,00		\$	•	8	\$	Š.	1 \$	313,500.00	
. <u>R</u>	OADWAY (Interior)													
1.	Excavate & Backfill Curb	LF	6,117 \$	3.19	\$ 19,513.23		\$	*	1 8	\$		6117 \$	19,513.23	
2.	Belgian Block Curb	LF	6,117 \$	14.00	\$ 85,638.00		\$	*	1 8	\$	-	6117 \$	85,638.00	
3.	Fine Grade and Compact Subgrade	SY	9,489 \$	1.12	\$ 10,627.68		S	*		\$	*	9489 \$	10,627.68	
4.	3" 2a Modified	SY	9,489 \$	3.01	\$ 28,561.89		S		-38	\$	-	9489 \$	28,561.89	
5.	5" (25MM) Base Course	SY	9,489 \$	19.00	\$ 180,291.00		\$		1 8	\$	-	9489 \$	180,291.00	
6.	1.5" (9.5MM) Wearing Paving	SY	9,489 \$	7.12	\$ 67,561.68		5		3	\$		9489 \$	67,561.68	
7.	Speed Bump	LS	1 \$	1,200.00	\$ 1,200.00		\$		3	\$	-	1 \$	1,200,00	
8.	Street Sweeping	SY	9,489 \$	0.12	\$ 1,138.68		\$		100	\$		9489 \$	1,138.68	
9.	Tack Coat	SY	9,489 \$	0.19	\$ 1,802.91		\$		8	\$		9489 \$	1,802.91	
10	D. Curb & Joint Seal	LF	6,117 \$	0.63	\$ 3,853.71		\$			S	*	6117 \$	3,853.71	
11	I. Line Painting	LS	1 \$	1,750.00	\$ 1,750.00		\$		1 8	\$		1 \$	1,750.00	
12	2. Site Signage	LS	1 \$	2,307.00	\$ 2,307.00		\$		9	\$		1 \$	2,307.00	
12	Type 2S Guide Rail (Includes 3 Terminal Sections)	LF	760 \$	20.71	\$ 15,739.60		\$		8	S	4	760 \$	15,739.60	1



SUMMARY OF ESCROW ACCOUNT

RELEASE NO .:

2 RELEASE DATE: 9-Dec-2014

PROJECT NAME: PROJECT NO .: TOWNSHIP NO .:

Firefox - Ph. 1 (Southern)

2012-09009 LD/S #630

PHASE PHASE II TOTAL CONSTRUCTION: \$ 2,380,457.42 \$ 1,573,052.37 \$ 3,953,509.79 CONTINGENCY (10%): \$ 238,045.74 \$ 157,305.24 \$ 395,350.98 ESCROW POSTED: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77

DEVELOPER: Crystal Road Enterprises, LLC OWNER: Firefox I, L.P.

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 45,000.00 TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00

MUNICIPALITY: ESCROW AGENT: Montgomery Township Univest

TYPE OF SECURITY: AGREEMENT DATE: 10-Oct-2014

PHASE II MAINTENANCE BOND AMOUNT (15%): \$ 235,957.86

PHASE I MAINTENANCE BOND AMOUNT (15%): \$ 357,068.61

	F	PHASEI		PHASE II		TOTAL
TOTAL ESCROW:	\$ 2,	618,503.16	\$	1,730,357.61	\$	4,348,860.77
AMOUNT OF THIS RELEASE:	\$	91,096.40	\$		\$	91,096.40
PRIOR ESCROW RELEASED:	\$	337,999.75	\$		\$	337,999.75
TOTAL RELEASED TO DATE:	\$	429,096.15	\$		\$	429,096.15
BALANCE AFTER CURRENT RELEASE:	\$ 2	189.407.01	S	1.730.357.61	S	3 919 764 62

	ESCROW TABULA	TION				CURRENT RE	ELEASE	RELEASE	D TO DATE	AVAILABLE FOR	RELEASE	RELEASE REQ#1
	CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
.H. R	DADWAY (Bethlehem Pike)											
1.	Excavate & Backfill, Concrete Curb	LF	360 \$	5.29	\$ 1,904.40	\$	-	360.00	\$ 1,904.40	\$		
2.	18" Concrete Curb	LF	360 \$	13.35	\$ 4,806.00	\$		360.00	\$ 4,806.00	\$		
3.	Saw Cut	LF	450 \$	3.17	\$ 1,426.50	\$	*	450.00	\$ 1,426.50	\$		
4.	Excavate for Widening	SY	500 \$	8.44	\$ 4,220.00	\$		500.00	\$ 4,220.00	S		
5.	6" Pavement Base Drain	LF	261 \$	18.93	\$ 4,940.73	\$		261.00	\$ 4,940.73	\$		
6.	18" RCP	LF	65 \$	55,38	\$ 3,599.70	\$	-	65.00	\$ 3,599.70	\$		
7.	Tie-In to Existing Inlets	EA	2 \$	1,725.00	\$ 3,450.00	\$	-	2.00	\$ 3,450.00	s		
8.	Type C Inlets (#B1, B2)	EA	2 \$	3,187.00	\$ 6,374.00	\$		2.00	\$ 6,374.00	s	141	
9.	Fine Grade and Compact Subgrade	SY	520 \$	1.12	\$ 582.40	S		520.00	\$ 582.40	s		
10	그 그 없었는데, 맛있게 가게 그렇게 하면 하면 되었다. 그리아 가고 하다면 하다.	SY	500 \$			S	100	500.00	\$ 5,965,00	s		
	8" (25MM) Base Course	SY	500 S			s		500,00	S 0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00 (0.00	s		
	2.5" (19MM) Base Course	SY	500 \$			s	-	125,500,000	\$ 7,290.00	\$		
	. 1.5" (12MM) Wearing Paving	SY	1,133 \$			\$		1133.00		s		
	Street Sweeping	SY	1,133 \$			\$		1133.00	N	s		
	Curb & Joint Seal	LF	1,200 \$		20.000000000000000000000000000000000000	S	-	1200.00		s		
16		SY	1,133 \$		1.5 1.51000	S		1133.00	A CAMBER	s		
2.7	Milling for Overlay	LS	1 \$		15 2507734330	S			\$ 7.645.00	s		
	Line Painting	LS	1 \$		100 TO THE RESERVE TO	s		202330	\$ 6,540.00	s		
	Signalization	LS	1.5			s		91323313	\$ 215,889.00	s		
20		LS	1 \$	8,350.00		\$		S2000	\$ 8,350.00	s		
	Figure 24 Signage	LS	1 \$	2,725.00	100 F1500000A3 = 701	\$		1000000	\$ 2,725.00	Š		
22		DY	8 \$			\$	-	10000	\$ 7,200.00	· ·		
23		SF	1,400 \$		\$ 2,184.00	\$		170555	\$ 2,184.00	s		
24	를 다 없었다면 한다면 열심하면 이번 경기가 되었다면 하는데 하나 사람이 되었다면 하는데	SF	1,400 S		\$ 11,200,00	s			\$ 11,200.00	š	2	
	Handicap Ramps (incl. DWS)	EA	4 \$			s	-		\$ 2,000.00	s		
. 0	NSITE SIDEWALKS											
1.	Sidewalk (4")	SF	8,700 \$	8.00	\$ 69,600,00	S			s -	8700 \$	69,600,00	
2	Driveway Apron (6" w/ wire mesh)	EA	57 \$			s			\$.	57 \$		
3.	Handicap Ramps (incl. DWS)	EA	12 \$		\$ 6,000.00	\$	-		\$ -	12 \$	6,000,00	
i. <u>Bi</u>	OSWALE CONVERSION											
1.	Convert bioswales A1.5 and B12.2 to permanent infiltration	LS	1 \$	23,202.00	\$ 23,202.00	\$	-		\$ -	1 \$	23,202.00	



SUMMARY OF ESCROW ACCOUNT

RELEASE NO .:

2 RELEASE DATE: 9-Dec-2014

PROJECT NAME: PROJECT NO .: TOWNSHIP NO .:

Firefox - Ph. 1 (Southern)

2012-09009 LD/S #630

PHASE PHASE II TOTAL CONSTRUCTION: \$ 2,380,457.42 \$ 1,573,052.37 \$ 3,953,509.79 CONTINGENCY (10%): \$ 238,045.74 \$ 157,305.24 \$ 395,350.98 Crystal Road Enterprises, LLC ESCROW POSTED: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77

DEVELOPER: OWNER:

Firefox I, L.P.

Montgomery Township

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 45,000.00 TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00

MUNICIPALITY: ESCROW AGENT: TYPE OF SECURITY:

Univest

PHASE I MAINTENANCE BOND AMOUNT (15%): \$ 357,068.61

Loan AGREEMENT DATE:

10-Oct-2014

PHASE II MAINTENANCE BOND AMOUNT (15%): \$ 235,957.86

	PHASE I	Π	PHASE II		TOTAL
TOTAL ESCROW:	\$ 2,618,503.16	\$	1,730,357.61	\$	4,348,860.77
AMOUNT OF THIS RELEASE:	\$ 91,096.40	\$		\$	91,096.40
PRIOR ESCROW RELEASED:	\$ 337,999.75	\$		\$	337,999.75
TOTAL RELEASED TO DATE:	\$ 429,096.15	\$	E (40)	\$	429,096.15
BALANCE AFTER CURRENT RELEASE:	\$ 2,189,407.01	\$	1,730,357,61	S	3.919.764.62

	ESCROW	TABULATION				CURRENT	RELEASE	RELEASE	D TO DATE	AVAILABLE FO	R RELEASE	RELEASE REQ#1
	CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
								520.00				
I.K.	SEDIMENT BASIN B CONVERSION							500.00		-500		
	1. Earthwork	LS	1 \$	43,918.00			\$ -	1	\$ -	1 \$		
	Post and rail fencing	LF	462 \$	15.00	\$ 6,930,00		\$		\$ -	462 \$	6,930.00	
.L.	STREET LIGHTS											
	1. Street Lights	EA	16 \$	2,700.00	\$ 43,200.00		\$ -		\$ -	16 \$	43,200.00	
M.	LANDSCAPING											
	Shade Trees									ľ	(
	1. Acer rubrum	EA	31 \$	350.00	\$ 10,850.00		s -		\$ -	31 S	10,850,00	
	2. Acer saccharum	EA	19 \$	350.00			s .		s -	19 \$		
	3. Cercidiphyllum Japonica	EA	16 S	380.00			s -		s -	16 S		
	4. Gleditsia T. Shademaster	EA	27 \$	350.00			s -		s -	27 S		
	5. Liquidambar styraciflua	EA	23 \$	350.00			s -	1	s -	23 \$		
	Liriodendron tulipifera	EA	21 \$	350.00			s -	1	s -	21 S		
	7. Platanus x acerifolia	EA	13 \$	350.00			s -		s -	13 \$		
	8. Pyrus C Chanticleer	EA	16 \$	350.00			s -	1	s -	16 S		
	9. Quercus borealis	EA	13 \$	360.00			s -		s -	13 \$		
	10. Quercus palustris	EA	9 \$	350.00			s -		s -	9 \$		
	11. Quercus phellos	EA	22 \$	360.00			s -		s .	22 S		
	12. Tilia cordata	EA	18 \$	350.00	\$ 6,300.00		s -	1	s -	18 S		
	13. Zelkova serrata	EA	26 \$	350.00	\$ 9,100.00		s -	1	s -	26 S		
	Evergreen Trees	2.777.00	교육 교회	1000000000000	30 15445-1155			1	₹V: 000		OTENTAL S	
	17. Juniperus virginiana	EA	26 \$	250.00	\$ 6,500.00		s -		s -	26 S	6,500,00	
	16. Picea abies	EA	34 S	250.00			s -		s .	34 \$		
	14. Pinus strobus	EA	43 \$	250.00			s -		s .	43 S	17.500.000.000	
	15. Pseudotsuga menziesii	EA	29 \$	250.00	10.00		s -		s -	29 S		



SUMMARY OF ESCROW ACCOUNT

RELEASE NO .:

2

RELEASE DATE: 9-Dec-2014

PROJECT NAME: Firefox - Ph. 1 (Southern) PHASEI PHASE II TOTAL PROJECT NO .: 2012-09009 CONSTRUCTION: \$ 2,380,457.42 \$ 1,573,052.37 \$ 3,953,509.79 CONTINGENCY (10%): \$ 238,045.74 \$ 157,305.24 \$ 395,350.98 TOWNSHIP NO .: LD/S #630 DEVELOPER: Crystal Road Enterprises, LLC ESCROW POSTED: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77

OWNER: Firefox I, L.P.

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 45,000.00

MUNICIPALITY: ESCROW AGENT: TYPE OF SECURITY: AGREEMENT DATE:

Univest

Loan

10-Oct-2014

Montgomery Township TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00

PHASE I MAINTENANCE BOND AMOUNT (15%): \$ 357,068.61 PHASE II MAINTENANCE BOND AMOUNT (15%): \$ 235,957.86

	PHASEI	PHASEII	IOIAL
TOTAL ESCROW:	\$ 2,618,503.16	\$ 1,730,357.61	\$ 4,348,860.77
AMOUNT OF THIS RELEASE:	\$ 91,096.40	\$ -	\$ 91,096.40
PRIOR ESCROW RELEASED:	\$ 337,999.75	\$ -	\$ 337,999.75
TOTAL RELEASED TO DATE:	\$ 429,096.15	\$ -	\$ 429,096.15
BALANCE AFTER CURRENT RELEASE:	\$ 2,189,407.01	\$ 1,730,357,61	\$ 3,919,764.62

ESCROW TAE	BULATION				CURRENT F	RELEASE	RELEASE	D TO DATE	AVAILABLE FO	R RELEASE	RELEASE REQ # 1
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTIT
Shrubs											
18. Euonymous A. Compacta	EA	10 \$	65.00			\$ -		s -	10 \$		
19. Forsythia Lynwood Gold	EA	10 \$	65.00	\$ 650.00		\$ -		\$ -	10 3	650.00	
20. Ilex verticilata	EA	17 S	65.00			\$ -		\$ -	17 \$	1,105.00	
22. Taxus Densiformis	EA	11 \$	65.00	574 A SERGER STATE		\$ -		s -	11 5	715,00	
21. Virburnum Plicatum	EA	9 \$	65.00	\$ 585.00		\$ -	1 2	s -	9 5	585.00	
Miscellaneous				50 0000000=50			1		65 NO. 100 P. F.		
23. Seed Mix "A" for Basin (ERNMX 126)	SF	14,190 \$	0.12	\$ 1,702.80		5 -	1	\$ -	14190 \$	1,702.80	
24. Seed Mix "B" for Basin (ERNMX 127)	SF	12,960 \$	0.12	\$ 1,555.20		\$ -		\$ -	12960	1,555.20	
BITUMINOUS PATHWAYS	SY	1,645 \$	35.00	\$ 57,575.00				\$ -	1645	57,575.00	
6-FT-HIGH OPAQUE (BUFFER) FENCING	LS	1 \$	10,000.00	\$ 10,000.00		5 -		\$ -	1 5	10,000.00	
RESPREAD TOPSOIL (8")	LS	1 \$	30,000.00	\$ 30,000.00		5 -		s -	1 5	30,000,00	
MONOSLAB PAVERS (access to sanitary easement)	SF	1,310 \$	8.65	\$ 11,331,50		5 -		\$ -	1310 \$	11,331,50	
OTHER											
1. Construction Stakeout	LS	1 \$	46,781.00	\$ 46,781.00	0.05	2,339.05	0,05	\$ 2,339.05	1.5	44,441.95	
2. Pins and Monuments and As-Builits	LS	1 \$	15,675.00	\$ 15,675.00		3 -		\$ -	1 5		
. 10% CONTINGENCY (Phase I) (Released upon certification of final completion and rece	ipt of Maintenance Bor	1 \$ nd)	238,045,74	\$ 238,045.74		-	;	s -	1.5	238,045,74	



SUMMARY OF ESCROW ACCOUNT

RELEASE NO .: 2 RELEASE DATE: 9-Dec-2014

PROJECT NAME: PROJECT NO .: TOWNSHIP NO .:

Firefox - Ph. 1 (Southern)

2012-09009 LD/S #630

PHASE I PHASE II TOTAL CONSTRUCTION: \$ 2,380,457.42 \$ 1,573,052.37 \$ 3,953,509.79 CONTINGENCY (10%): \$ 238,045.74 \$ 157,305.24 \$ 395,350.98 ESCROW POSTED: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77

DEVELOPER: OWNER:

Crystal Road Enterprises, LLC Firefox I, L.P.

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 45,000.00

MUNICIPALITY: ESCROW AGENT: TYPE OF SECURITY: AGREEMENT DATE:

Montgomery Township Univest

TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000,00

Loan 10-Oct-2014 PHASE I MAINTENANCE BOND AMOUNT (15%): \$ 357,068,61 PHASE II MAINTENANCE BOND AMOUNT (15%): \$ 235,957,86

PHASE I PHASE II TOTAL TOTAL ESCROW: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77 AMOUNT OF THIS RELEASE: \$ 91,096.40 \$ \$ 91,096.40 PRIOR ESCROW RELEASED: \$ 337,999.75 \$ \$ 337,999.75 TOTAL RELEASED TO DATE: \$ 429,096.15 \$ \$ 429,096.15 BALANCE AFTER CURRENT RELEASE: \$ 2,189,407.01 \$ 1,730,357.61 \$ 3,919,764.62

	ESCROW TAB	ULATION					CURRENT F	ELEASE	RELEAS	D TO DA	TE	AVAILABLE FOI	R RELEASE	RELEASE REQ # 1
	CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE		TOTAL AMOUNT	QUANTITY	TOTAL AMOUN	QUANTITY	TOTAL	-	QUANTITY	TOTAL AMOUNT	QUANTIT
HAS	E II (NORTHERN VILLAGE)					2.5			MI I Ext	1				
A.	MOBILIZATION	LS	1 \$	46,672.15	\$	46,672.15		•		\$		1 \$	46,672.15	
В.	EARTHWORK								1					
о.	Clearing & Grubbing	LS	1 \$	49,706.00		49.706.00				•		1 \$	49,706.00	
	Strip Topsoil	CY	8,228 \$	2.47	S	20,323.16				è	1	8228 \$	V (1876 - 1971) (1970 - 1971)	
	3. Cut Fill & Compact	CY	12.998 \$	151000	5	32,495.00				0		12998 S		
	4. Grade	SY	26,957 \$	0.28	S	7,547,96						26957 \$		
	Cut from Stockpile from Phase I	CY	7.648 \$	2,50	-	19,120.00				•		7648 \$	0.0050000000000000000000000000000000000	
	5. Cut from Stockpile from Phase I	Ci	7,048 3	2,50	2	19,120.00	,	•		3		7548 \$	19,120,00	
	RETAINING WALL					- 1								
	Excavate Retaining Wall	LF	565 \$	6.40	\$	3,616.00		3		\$		565 \$	3,616,00	
	2. Retaining Wall	SF	3,600 \$	40,00	\$	144,000.00		3		\$	40	3600 \$	144,000.00	
	3. Sleeves for Guide Rail behind Wall #3	LS	1 \$	5,300.00	\$	5,300.00		3		\$		1 \$	5,300.00	
).	EROSION CONTROL													
	Erosion & Sediment Controls													
	Construction Entrance	EA	1 \$	3,392.00	1.50	3,392.00		5		\$	*	1 \$		
	20" Weighted Sediment Tube	LF	112 \$		\$	2,685.76		3		\$	×	112 \$		
	18" Silt Fence - Stockpiles	LF	1,062 \$	1,56	\$	1,656,72		,		\$	*	1062 \$		
	4. 30" Silt Fence	LF	369 \$	1.91	\$	704.79			.	\$	4	369 \$	704.79	
	5. Super Silt Fence	LF	1,022 \$	6.45	\$	6,591.90				\$	4	1022 \$	6,591.90	
	Super Silt Fence w/ Tree Protection Fence	LF	1,423 \$	6,45	\$	9,178.35		;		\$		1423 \$	9,178.35	
	7. Orange Construction Fence	LF	1,754 \$	1,54	S	2,701.16		;		\$		1754 \$	2,701.16	
	8. Tree Protection Fence-Shown on Grading Plan	LF	1,892 \$		\$	2,913.68				\$		1892 \$	2,913.68	
	9. Temporary Seeding - Excess Fill Piles	SY	19,360 \$	0.29	\$	5,614.40				\$	4	19360 \$	5,614.40	
	Slope Matting (North American Green S-75)	SY	4,235 \$	1.50	\$	6,352.50				\$		4235 \$	6,352.50	
	11. Grade Swales #D1, D2, D7.3A, D7.3B, D17, D24.2	SY	2,685 \$	0.55	\$	1,476.75		3		\$		2685 \$	1,476.75	
	12. Swale Matting (North American Green S-75)	SY	2,685 \$	1,50	\$	4,027.50		3		\$	•	2685 \$	4,027,50	
	13. Inlet Protection Silt Sack	EA	8 \$	134.00	\$	1,072.00		3		\$		8 \$	1,072.00	
	14. Clean Water Pump Bypass, Sandbag Cofferdam	LS	1 \$	12,000.00	5	12,000.00			6.5	\$	+	1 \$	12,000.00	



SUMMARY OF ESCROW ACCOUNT

RELEASE NO .:

2 RELEASE DATE: 9-Dec-2014

PROJECT NAME: PROJECT NO .: TOWNSHIP NO .:

DEVELOPER:

OWNER:

Firefox - Ph. 1 (Southern)

2012-09009

PHASE I PHASE II TOTAL CONSTRUCTION: \$ 2,380,457.42 \$ 1,573,052.37 \$ 3,953,509.79 LD/S #630 CONTINGENCY (10%): \$ 238,045.74 \$ 157,305.24 \$ 395,350.98 Crystal Road Enterprises, LLC ESCROW POSTED: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77

PHASE I PHASE II TOTAL TOTAL ESCROW: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77 AMOUNT OF THIS RELEASE: \$ 91,096.40 \$ \$ 91,096.40 PRIOR ESCROW RELEASED: \$ 337,999.75 \$ \$ 337,999.75 TOTAL RELEASED TO DATE: \$ 429,096.15 \$ \$ 429,096.15

BALANCE AFTER CURRENT RELEASE: \$ 2,189,407.01 \$ 1,730,357.61 \$ 3,919,764.62

Firefox I, L.P.

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 45,000.00 TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00

MUNICIPALITY: ESCROW AGENT: Montgomery Township Univest

PHASE I MAINTENANCE BOND AMOUNT (15%): \$ 357,068.61

TYPE OF SECURITY: AGREEMENT DATE:

Loan 10-Oct-2014

PHASE II MAINTENANCE BOND AMOUNT (15%): \$ 235,957.86

	ESCROW TABULA	TION					CURRENT F	REL	EASE	RELEASE	D TO	DATE	AVAILABLE FOR	RELEASE	RELEASI REQ#1
	CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT		TOTAL AMOUNT	QUANTITY		TOTAL	QUANTITY		OTAL	QUANTITY	TOTAL AMOUNT	QUANTIT
E.	BOX CULVERT			ranz-tation :	-										
	Box Culvert (incl. steel casing)	LS	1 \$	151,965.00	\$	151,965.00	8	\$	-		\$		1 \$	151,965,00	
	STORM SEWER														
	1. 18" RCP	LF	1,136 \$	35.00	\$	39,760,00	9	\$;	\$		1136 \$	39,760.00	
	2. 24" RCP	LF	610 \$	45.00	\$	27,450.00	4	S		1	\$		610 \$	27,450.00	
	6. Type M Inlets (#D17, D24.2)	EA	2 \$	2,700.00	S	5,400.00	19	S		1	\$	25	2 \$	5,400.00	
	 Type C Inlets (#B2.2, B2.4, B3.2, C03, C04, D12.1, D12.2, 	EA	16 \$	2,700.00	S	43,200.00	3	S		:	\$		16 \$	43,200.00	
	8. Type C Inlet Mod, 42"x48" (#B2.3, D13, D14.1, D16)	EA	4 \$	3,400.00	\$	13,600.00	13	S		1 3	\$		4 \$	13,600.00	
	9. Type C Inlet Mod, 48" x 54" (#D24)	EA	1 \$	3,600,00	S	3,600,00		5			\$		1 \$	3,600.00	
	10. Storm Manhole 48" x 48" (#D12)	EA	1 \$	3,400.00	S	3,400.00	9	S		1	S		1 \$	3,400.00	
	 Infiltration Areas D1, D2 & D3 - Convert temp. swales D17 & D24.2 to trenches #1, 2, and 3 (incl. inlets and piping) 	LS	1 \$	69,287.00	S	69,287.00	4	s	-		\$	•	1 \$	69,287.00	
	ROADWAY SITE														
	Excavate & Backfill, Curb	LF	3,931 \$	3.19	\$	12,539,89	- 20	\$		3	\$		3931 \$	12,539.89	
	2. Belgian Block Curb	LF	3,931 \$	14.00	\$	55,034.00		\$			\$		3931 \$		
	3. Fine Grade and Compact Subgrade	SY	6,129 \$	1.12	\$	6,864.48	3	S			S	-	6129 \$		
	4. 3" 2a Modified	SY	6,129 \$	3.01	\$	18,448,29		\$			S		6129 \$	18,448.29	
	5. 5" (25MM) Base Course	SY	6,129 \$	19.00	\$	116,451.00	36	\$			S	-	6129 \$	116,451,00	
	6. 1.5" (9.5MM) Wearing Paving	SY	6,129 \$	7.12		43,638,48		S			s		6129 \$		
	7. Speed Bump	LS	1.5	1,200.00	5	1,200,00		S			s		1 \$		
	8. Street Sweeping	SY	6,129 \$	0.12		735,48		S			S		6129 \$		
	9. Tack Coat	SY	6,129 \$	0.19	\$	1,164.51	1	5			S		6129 \$	1,164.51	
	10. Curb & Joint Seal	LF	3,931 \$	0.63	\$	2,476.53	Į.	\$			S		3931 \$	2,476.53	
	11. Line Painting	LS	1 \$	1,537,00	\$	1.537.00	9	S			S		1 \$	1,537.00	
	12. Site Signage	LS	1 \$	2,307.00	\$	2,307.00	- 1	\$				*	1 \$	The state of the s	
	13. Type 2S Guide Rail (Includes 1 Terminal Section)	LF	413 \$	20.71		8,542.88	12	\$				- 12	413 \$		
	14. Type 2S Guide Rail - Over Culvert	LF	38 \$	164.00	\$	6,150.00		\$			\$		38 \$		
	Driveway Relocation (NPWA)										100		1188203	375K GT 277 (15) (16)	
	15. Fine Grade and Compact Subgrade	SY	178 \$	1.12	S	199,36	13	\$:	\$		178 \$	199.36	
	16. 3" 2a Modified	SY	178 \$	3.01		535.78		\$			6.5		178 \$		
	17. 5" (25MM) Base Course	SY	178 \$	19.00	100	3,382.00	1	\$			\$		178 \$		
	18. 1.5" (9.5MM) Wearing Paving	SY	178 \$	7.12		1,267.36		S			-	- 2	178 \$		



SUMMARY OF ESCROW ACCOUNT

RELEASE NO .:

2 RELEASE DATE: 9-Dec-2014

PROJECT NAME: PROJECT NO .: TOWNSHIP NO .:

Firefox - Ph. 1 (Southern)

2012-09009 LD/S #630

PHASE I PHASE II TOTAL CONSTRUCTION: \$ 2,380,457.42 \$ 1,573,052.37 \$ 3,953,509.79 CONTINGENCY (10%): \$ 238,045.74 \$ 157,305.24 \$ 395,350.98

ESCROW POSTED: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77

PHASE I PHASE II TOTAL TOTAL ESCROW: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77 AMOUNT OF THIS RELEASE: \$ 91,096.40 \$ \$ 91,096.40 PRIOR ESCROW RELEASED: \$ 337,999.75 \$ \$ 337,999.75 TOTAL RELEASED TO DATE: \$ 429,096.15 \$ \$ 429,096.15

BALANCE AFTER CURRENT RELEASE: \$ 2,189,407.01 \$ 1,730,357.61 \$ 3,919,764.62

DEVELOPER: OWNER:

Firefox I, L.P.

Crystal Road Enterprises, LLC

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 45,000.00 TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00

MUNICIPALITY: ESCROW AGENT:

Univest

Montgomery Township

TYPE OF SECURITY: Loan AGREEMENT DATE:

10-Oct-2014

PHASE I MAINTENANCE BOND AMOUNT (15%): \$ 357,068.61 PHASE II MAINTENANCE BOND AMOUNT (15%): \$ 235,957.86

ESCROW TABULA	TION				CURRENT	RELEASE	RELEASE	D TO DATE	AVAILABLE FO	R RELEASE	RELEASE REQ#1
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL	QUANTITY
.H. ONSITE SIDEWALKS	2-751	10.0000	2.00			-					
1. Sidewalk (4")	SF	11,158 \$	8.00	\$ 89,264,00		\$ -		\$ -	11158 \$		
Driveway Apron (6" w/ wire mesh)	EA	58 \$	1,100.00	\$ 63,800.00		\$ -	1	\$ -	58 \$		
Handicap Ramps (incl, DWS)	EA	8 \$	500.00	\$ 4,000.00		\$ -	1	\$ -	8 \$	4,000.00	
i. <u>BITUMINOUS PATHWAYS</u>	SY	2,094 \$	35.00	\$ 73,290.00		\$ -		\$ -	2094 \$	73,290.00	
J. SWALE CONVERSION 1. Convert temp. swales D17 & D24.2 to trenches #1, 2, and 3	LS	1 \$	69,287.00	\$ 69,287.00		\$ -		s -	1 5	69,287,00	
K. STREET LIGHTS 1. Street Lights	EA	8 \$	2,700.00	\$ 21,600.00		s -		s -	8 \$	21,600.00	
L. RESPREAD TOPSOIL (pads: 2"; landscaped areas; 8")	LS	1 \$	16,877.00	\$ 16,877.00		s -		s -	1 5	16,877.00	
M. PEDESTRIAN BRIDGE (Parallel to Crystal Road)	LS	1 \$	31,476.00	\$ 31,476.00		\$ -		\$ -	1 \$	31,476.00	
N. LANDSCAPING											
Shade Trees	0200	798/2	122202	2 00000000			1		972 13		
B. Acer rubrum	EA	37 \$			-	\$.		s -	37 \$		
1. Acer saccharum	EA	6 \$	10000000	\$ 2,100,00		5 -		3 -	6 \$		
2. Betula nigra	EA	10 \$		\$ 3,500.00		-		5 -	10 \$		
9. Ginkgo biloba sentry	EA	3 \$				5 -		5 -	3 \$		
Gleditsia T. Shademaster	EA	30 \$				5 -		\$ -	30 \$		
Liquidambar styraciflua	EA	26 \$				s -		\$ -	26 \$		
5. Liriodendron tulipifera	EA	28 \$		1.5				\$ -	28 \$		
10. Pyrus C. Chanticleer	EA	22 \$			11	5 -		5 -	22 \$	-3/2-03/11/14	
6. Quercus borealis	EA	14 \$		(A 0.740.000000000000000000000000000000000		5 -		\$ -	14 \$	THE REPORT OF THE	
11. Tilia cordata	EA	25 \$				5 -		\$	25 \$		
7. Zelkova serrata	EA	19 \$	355.00	\$ 6,745.00		2 .		\$ -	19 \$	6,745.00	



SUMMARY OF ESCROW ACCOUNT

RELEASE NO .:

2 RELEASE DATE: 9-Dec-2014

PROJECT NAME: PROJECT NO .: TOWNSHIP NO .:

Firefox - Ph. 1 (Southern)

2012-09009 LD/S #630

PHASE PHASE II TOTAL CONSTRUCTION: \$ 2,380,457.42 \$ 1,573,052.37 \$ 3,953,509.79 CONTINGENCY (10%): \$ 238,045,74 \$ 157,305,24 \$ 395,350.98 Crystal Road Enterprises, LLC ESCROW POSTED: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77

DEVELOPER: OWNER:

Firefox I, L.P.

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 45,000.00

MUNICIPALITY: ESCROW AGENT:

Univest

TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00 Montgomery Township

TYPE OF SECURITY: Loan AGREEMENT DATE:

PHASE I MAINTENANCE BOND AMOUNT (15%): \$ 357,068.61 10-Oct-2014 PHASE II MAINTENANCE BOND AMOUNT (15%): \$ 235,957.86

	PHASE	PHASE II	TOTAL
TOTAL ESCROW:	\$ 2,618,503,16	\$ 1,730,357.61	\$ 4,348,860.77
AMOUNT OF THIS RELEASE:	\$ 91,096.40	\$ -	\$ 91,096.40
PRIOR ESCROW RELEASED:	\$ 337,999.75	\$ -	\$ 337,999.75
TOTAL RELEASED TO DATE:	\$ 429,096.15	\$ -	\$ 429,096.15
BALANCE AFTER CURRENT RELEASE:	\$ 2,189,407.01	\$ 1,730,357,61	\$ 3.919.764.62

ESCR	OW TABULATION				CURRENT REI	LEASE	RELEASE	D TO DATE	AVAILABLE FO	R RELEASE	RELEASE REQ#1
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
Evergreen Trees			1 10000 5000								
15. Juniperus virginiana	EA	31 \$	250.00	\$ 7,750.00	\$	~	1	\$	31 \$	7,750.00	
14. Picea abies	EA	29 \$	250.00	\$ 7,250.00	\$		1	s -	29 \$	7,250,00	
12. Pinus strobus	EA	32 \$	250.00	\$ 8,000.00	\$		1	s -	32 \$	8,000.00	
 Pseudotsuga menziesii 	EA	29 \$	250.00	\$ 7,250,00	\$		1	\$ -	29 \$	7,250.00	
Shrubs							1				
19. Chamaecyparis F. Aurea	EA	1 \$	55.00	\$ 55.00	\$			\$ -	1 \$	55.00	
17. Comus amomum	EA	14 \$	65.00	\$ 910.00	\$		1	s -	14 S	910.00	
16. Euonymous A. Compacta	EA	4 \$	65.00	\$ 260,00	\$	-		\$ -	4 \$	260.00	
20. Ilex crenata hetzi	EA	2 \$	65.00	\$ 130.00	\$		1	s -	2 \$	130.00	
21. Thuja O. Emerald Green	EA	2 \$	80.00	\$ 160.00	\$	-		s -	2 \$	160.00	
18. Virbumum Plicatum	EA	14 S	65.00	\$ 910.00	s	•		s -	14 \$	910.00	
D. RESPREAD TOPSOIL (8")	LS	1 \$	30,000.00	\$ 30,000.00	s			\$ -	1 \$	30,000.00	
. OTHER											
Construction Stakeout	LS LS	1 \$	25,406.55	\$ 25,406.55	\$			\$ -	1 \$	25,406.55	
2. Pins and Monuments and As-Builts	LS	1 \$	8,843.00	\$ 8,843.00	\$			\$ -	1 \$	8,843.00	
2. 10% CONTINGENCY (Phase II) (Released upon certification of final completion a	and receipt of Maintenance Bo	1 \$	157,305.24	\$ 157,305.24	s	12		s -	1 \$	157,305.24	



Gilmore & Associates, Inc. **Bogineering and Consulting Services**

SUMMARY OF ESCROW ACCOUNT

RELEASE NO .: RELEASE DATE:

PROJECT NAME: PROJECT NO .: TOWNSHIP NO .: PROJECT OWNER:

AGREEMENT DATE:

Firefox I, L.P. 2012-09009 LD/S #630

PHASE I PHASE II TOTAL CONSTRUCTION: \$ 2,380,457.42 \$ 1,573,052.37 \$ 3,953,509.79 CONTINGENCY (10%): \$ 238,045.74 \$ 157,305.24 \$ 395,350.98 ESCROW POSTED: \$ 2,618,503.16 \$ 1,730,357.61 | \$ 4,348,860.77

PHASE I PHASE II TOTAL TOTAL ESCROW: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,880.77 AMOUNT OF THIS RELEASE: \$ \$ PRIOR ESCROW RELEASED: \$ TOTAL RELEASED TO DATE: \$ 5 BALANCE AFTER CURRENT RELEASE: \$ 2,618,503.16 \$ 1,730,357.61 | \$ 4,348,860.77

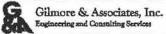
MUNICIPALITY: ESCROW AGENT: TYPE OF SECURITY:

Montgomery Township

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 45,000.00 TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00

PHASE I MAINTENANCE BOND AMOUNT (15%): \$ 357,068.61 PHASE II MAINTENANCE BOND AMOUNT (15%): \$ 235,957.86

ESCROW TABULAT	ON				CURRENT	RELEASE	RELEASE	D TO DATE	AVAILABLE FOR	RELEASE	RELEASE REQ#1
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
ASER(SOUTHERN VILEAGE). THE BUILDING A CHARLES HAVE BEEN			INDERSE PROPERTY	丘路中央記載の学成の		阿斯尼米尼州	的自然的自然	NEUE DE LA C	数形列则30系统		化學組織的條
MOBILIZATION	LS	1 \$	73,227.00	\$ 73,227.00		s -		\$	1 \$	73,227.00	
. EARTHWORK		******								90000 E.	
Clearing & Grubbing	LS	1 \$	52,482,00	\$ 52,482.00	LS	\$ 52,482			1.5	52,482.00	
Strip Topsoil	CY	11,338 S	2.47		3,400CY	s 9398"			11338 \$	28,004,86	
Cut Fill & Compact	CY	16,335 \$			0	\$ 0.	to the basis of the	40-44-04	16335 \$		
4. Grade	SY	35,597 S		\$ 9,967.16	- 8	\$ 0.	****	and the second	35597 S		
7. 0000	91	30,037 3	0.20	9,001.10		·Q		and a district.	30031 3	5,307.10	
RETAINING WALL		7			122				1		
Excavate Retaining Wall	LF	321 \$	6.40	\$ 2,054.40	0	\$ 0.	200	s -	321 \$	2,054.40	
Retaining Wall	SF	1,250 \$			0	\$ 0 -	200000000	\$	1250 \$	50,000.00	
3. Sleeves for Gulde Rail behind Wall #1	LS	1 \$	1,785.00	\$ 1,785.00	.0.	5 0 -			1 \$	1,785.00	
EDOCION CONTROL							THE CHANGE TO I		I STATE OF THE SECOND		
Erosion & Sediment Controls						~0					
Construction Entrance	EA	1 S	3,392.00	\$ 3,392.00	. SEA	\$ 1696.00	1 .			3,392,00	
Construction Entrance 12" Weighted Sediment Tube	EA.	the Barbara and the break of the first	a complete second by the lett.	\$ 3,392.00		\$ 0 -				THE RESERVE AND THE PARTY.	
2. 12 Weighted Sedment Tube 3. 12" Filtrex Sock	LF.	31 \$ 138 \$		\$ 320.85 \$ 525.78	No.		E 300	18 TO N. [11]	31 \$ 138 \$	320.85 525.78	
12 Fattex Sock 18* Silt Fence - Stockpiles	I E	350 \$	Control Control States State Control			s 0 -	****		350 S	545.00	
30" Silt Fence 30" Silt Fence	(4+ 40° 40° 1+)	646 \$	1,91		646.12	\$ 4233.86			646 \$	1,233.86	
6. Super Silt Fence	LF	687 \$	6.45					440.00	687 \$	4,431.15	
Super Sit Fence w/ Tree Protection Fence	LF	3,000 \$	140 M THE LOD	\$ 19,350.00	6874	\$ 9,431-15			3000 \$	19,350.00	
Super Sit Fence w Tree Protection Fence Orange Construction Fence	LF	1,520 \$	The second second	\$ 2,340.80	16964	\$10,939			1520 \$	2,340.80	
Orange Construction Fence Tree Protection Fence	LF	3,753 S			7000	\$4,613.68			3753 S	and the second of the second of the second	
Temporary Vegetation - Excess Fill Pfles	SY	19,360 S	0.29			24,61200			China Street Committee and Advanced Street and	5,779.62	
Temporary Vegetation - Excess Fill Piles Slope Matting (North American Green S-75)	SY	3,059 S	1,50			*			19360 S	5,614.40	
	SY				Q	3 ×			3059 \$	4,588.50	
12. Grade Swales #A,A1.5,B12.2,B6,B13)		2,471 \$	0.55			5 0 -			2471 \$	1,359.05	
13. Swale Matting (North American Green S-75)	SY	2,471 \$	1.50					-	2471 \$	3,706.50	
14. Rock Filters 15. Injet Protection Sit Sack	EA EA	6 \$			0	5 0 -			8 \$	792.00	
		29 \$		\$ 3,886.00	- 0	. Q.:		-	29 \$	3,886.00	
 Pumped Water Fitter Bag, Pump, Clean Water Pump Bypass, Sandbag Cofferdam 	LS	1.5	12,000.00	\$ 12,000.00	0	\$ 0 -		-	1 \$	12,000.00	



SUMMARY OF ESCROW ACCOUNT

RELEASE NO.: RELEASE DATE:

PROJECT NAME: PROJECT NO.: TOWNSHIP NO.: PROJECT OWNER: Firefox I, L.P. 2012-09009 LD/S #630 PHASE I PHASE II TOTAL

CONSTRUCTION: \$ 2,380,457.42 \$ 1,573,052.37 \$ 3,953,509.79

CONTINGENCY (10%): \$ 238,045.74 \$ 157,305.24 \$ 395,350.99

ESCROW POSTED: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77

MUNICIPALITY:

Montgomery Township

ESCROW AGENT: TYPE OF SECURITY: AGREEMENT DATE: TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 45,000.00 TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00

PHASE I MAINTENANCE BOND AMOUNT (15%): \$ 357,068.81 PHASE II MAINTENANCE BOND AMOUNT (15%): \$ 235,957.86

_			PHASE I		PHASEII		TOTAL
	TOTAL ESCROW:	\$	2,618,503.16	\$	1,730,357.61	5 4	,348,860.77
	AMOUNT OF THIS RELEASE:	\$		\$	-	\$	*
	PRIOR ESCROW RELEASED:	\$		\$	-	Ş	
	TOTAL RELEASED TO DATE:	\$		S	-	\$	
7	BALANCE AFTER CURRENT RELEASE:	\$:	2,618,503.18	Ş	1,730,357.61	54	348,860.77

ESCROW TABUL		ά 		CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ#1	
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
Sediment Basin B		1		- W	1058	s 26/3 25			88773		120
20. Strip Topsoil	CY	1,058 \$		\$ 2,613.26	1020	\$ 2917-		•	1058 \$		
21. Cut Fili & Compact	CY	3,683 \$	2.50	and the state of t		\$ -			3683 \$	9,207.50	
22. Grade	CY	4,737 \$	0.28			\$ -		3	4737 5	1,326.36	
23. Core Cut & Fill Keyway	LF	275 \$	10.08			\$ -		5 -	275 \$		
24. Respread Topsoli	CY	1,058 \$	2.97			\$ -		·	1058 \$		
25. Grade Spillway	SY	132 \$	0.48			\$ -		5 -	132 \$	63.36	
25. Spilway Matting (North American Green P-300)	SY	132 \$	5.66	\$ 747.12		\$ -	COCKMENT.	3	132 \$	747.12	
27. Permanent Rake & Vegetation	SF	42,875 \$	0.29	\$ 12,375.75		\$	and the same or same		42675	12,375.75	
28. Super Silt Fence Baffle Wall, 3.05 hgt.	LF	255 \$	6.45	\$ 1,644.75		\$ -	200	s -	255 \$		
29. 24" x 38" Elliptical RCP (Qual Runs)	LF	88 \$	143.00	\$ 12,584.00		\$ -		3	88 5	12,584.00	25-2510
30. Outlet Structure (#83.3) w/Wingwalls and Trash Reck	EA	15	10,505.00	\$ 10,505.00		\$ -		\$	13	10,505.00	
31. 30" x 120" Modified Type C Inlets (#802, 803)	EA	2 \$	5,087.00	\$ 10,174.00		\$ -			2 \$	10,174.00	
32. Antiseep Collars	EA	2 S	1,809.00	\$ 3,618.00		\$ -		s -	2 \$	3,618.00	70
33. 24" x 38" Elliptical Endwell (#B1) w/Concrete Apron	EA	1 \$	11,715.00	\$ 11,715.00		\$.		•	1 3	11,715.00	
34. 35" CMP Temporary Riser	EA	1 \$	1,900.00	\$ 1,900.00		s -		5 -	13	1,900.00	THE PART AND
_35. R-5 Rip Rap Dissipator	TON	80 \$	54.00	\$ 4,320.00		\$ -		3 -	80 \$	4,320.00	
STORM SEWER		7.									
1. 18* RCP	LE	762 \$	35.00	\$ 26,670.00		s -			762 \$	26,670.00	
2. 24° RCP	LF	410 S	45.00			s -	1		410 \$		
3. 36" RCP	LF	112 S	80.00	Y50: 1000 F4 F4 F5 F5 F5 F5		s -		s .	112 5		
4. 34" x 53" Elliptical RCP	LF	73 S	162.00			s -		s .	73 5		
5. Typc C Inlet (#A01.3, A01.4, A03, A04, A05, A06, B02.1,	EA	26 \$	2,700.00			\$ -	1	s .	26 8		
Type C Inlet Mod, 42"x48", (#803.4, B04)	EA	2 \$	3,400,00			s -			2 9		
7. Type C inlet Mod 8' x 8' (Outlet Structure #A02)	EA	1 \$	12,608.00	15 cm - 15 cm		s -	1	s -	1 5		
8. 18" DW Endwalls (#A01.2, A01.5)	EA	2 \$	1,200.00			\$ -	1 9	s -	2.5		
9. 36" DW Endwalls (#B10)	EA	1 5		\$ 1,850.00		s -	1		1 5		
10. R-5 Rip Rap Dissipator	TON	191 S		\$ 10,314.00		s .			191 \$		



Gilmore & Associates, Inc. Engineering and Consulting Services

SUMMARY OF ESCROW ACCOUNT

RELEASE NO.: RELEASE DATE:

PROJECT NAME: PROJECT NO.: TOWNSHIP NO.: Firefox I, L.P. 2012-09009 LD/S #630 PHASE I PHASE II TOTAL

CONSTRUCTION: \$ 2,380,457.42 \$ 1,573,052.37 \$ 3,953,509.79

CONTINGENCY (10%): \$ 239,045.74 \$ 157,305.24 \$ 395,350.98

ESCROW POSTED: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77

PHASE I PHASE II TOTAL

TOTAL ESCROW: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77

AMOUNT OF THIS RELEASE: \$ - \$ - \$ - \$

PRIOR ESCROW RELEASED: \$ - \$ - \$ - \$

TOTAL RELEASED TO DATE: \$ - \$ - \$

BALANCE AFTER CURRENT RELEASE: \$ 2,618,503.16 \$ 1,730,357.61 \$ 4,348,860.77

MUNICIPALITY: ESCROW AGENT:

PROJECT OWNER:

Montgomery Township

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 45,000.00 TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00

TYPE OF SECURITY: AGREEMENT DATE:

PHASE I MAINTENANCE BOND AMOUNT (15%): \$ 357,068.61 PHASE II MAINTENANCE BOND AMOUNT (15%): \$ 235,957.86

ESCROW TABL	CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ#1				
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTIT
Shruba									100000000000000000000000000000000000000		
18. Euonymous A. Compacta	EA	10 S	65.00	\$ 650.00			1 8	s -	10 \$	650.00	
19. Forsythia Lynwood Gold	EA	10 \$	65.00	\$ 650.00	9	-	1 9	s -	10 \$	650.00	
20. I/ex verticitats	EA	17 \$	65.00	\$ 1,105.00	3	5 -	1 3	\$.	17 \$	1,105.00	
22. Texus Densiformis	EA	11 \$	65.00	\$ 715.00	4	\$ -	1 /4	\$ -	11 \$	715.00	
21. Virburnum Pilcatum Miscellaneous	EA	9 \$	65.00	\$ 585.00	a a	-	1 8	\$ -	9 \$	585.00	
23. Seed Mix "A" for Besin (ERNMX 128)	SF	14,190 \$	0.12	\$ 1,702.80	3		9	s -	14190 \$	1,702.80	
24. Seed Mlx "B" for Basin (ERNMX 127)	SF	12,960 \$			1	-	į s	\$ -	12960 \$		
BITUMINOUS PATHWAYS	SY	1,645 \$	35.00	\$ 57,575.00	9			s -	1645 \$	57,575.00	
6-FT-HIGH OPAQUE (BUFFER) FENCING	LS	1 s	10,000.00	s 10,000.00	9	-	1	\$ -	1 \$	10,000.00	
RESPREAD TOPSOIL (87)	LS	1 \$	30,000.00	\$ 30,000.00	1	-	1 0	\$ -	1 \$	30,000.00	
MONOSLAB PAVERS (access to sanitary easement)	SF	1,310 \$	8.65	\$ 11,331.50	3	•	3	\$ -	1310 \$	11,331.50	
. <u>OTHER</u>		+			11	2339.	\$			a secondario	
Construction Stakeout	LS	1 \$	46,781.00		.05	2359-1		\$ -	1 \$		
Pins and Monuments and As-Builits	LS	1 8	15,675.00	\$ 15,675.00				\$ -	1.8	15,875.00	
10% CONTINGENCY (Phase I) (Released upon certification of final completion and receip	of Maintenance	1 \$	238,045.74	S 238,045.74	3		1	s -	1 \$	238,045.74	

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

December 9, 2014

SUBJECT: Consider Application for Natural Lands Trust 2014 Growing Greener Communities Award ITEM NUMBER: #19 MEETING DATE: December 15, 2014 MEETING/AGENDA: ACTION: NONE REASON FOR CONSIDERATION: Operational: Information: Policy: Discussion: xx INITIATED BY: Bruce Shoupe BOARD LIAISON: Michael J. Fox Director of Planning & Zoning / Board Liaison BACKGROUND: The Shade Tree Commission on behalf of Montgomery Township would like to submit an application for the 2014 Growing Greener Communities Award for the Township's dedication to preserving open space and good planning accomplishments over the last several years. This award recognizes and honors a Montgomery County township that has engaged in a dynamic initiative designed to save land, steward natural resources, and/or connect people to nature. Natural Lands Trust along with the Montgomery County Association of Township Officials (MCATO) will present the award at the spring MCATO conference on February 27, 2015. The attached application outlines three achievements including the Basin Naturalization Program, the Native Meadow Project, and the recent Land Acquisition of the 5 acre parcel along Stump Road. The deadline to submit the application is January 2, 2015. ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None. PREVIOUS BOARD ACTION: None. ALTERNATIVES/OPTIONS: None. **BUDGET IMPACT:** None RECOMMENDATION: Approve application for submittal as done in previous years. MOTION/RESOLUTION: BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the application for Montgomery Township to be considered for the 2014 Growing Greener Communities Award. MOTION: _____ SECOND: ROLL CALL: Robert J. Birch Aye Opposed Abstain Absent

Opposed

Opposed

Opposed

Opposed

Abstain

Abstain

Abstain

Abstain

Absent

Absent

Absent

Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Aye

Aye

Aye

Aye

Candyce Fluehr Chimera

Jeffrey W. McDonnell

Michael J. Fox

Joseph P. Walsh

Natural Lands Trust



GROWING GREENER COMMUNITIES AWARD



Natural Lands Trust's Growing Greener Communities Award recognizes and honors a deserving Montgomery County township that has engaged in a dynamic initiative designed to save land, steward natural resources, and/or connect people to nature. Natural Lands Trust—in partnership with the Montgomery County Association of Township Officials (MCATO)—will present the award at the spring MCATO conference on February 27, 2015.

Do you know of an innovative or engaging conservation project deserving of recognition? Then we want to hear from you!

Examples of qualifying projects are*:

- · Dynamic utilization of open space, such as a community garden or multi-use trail
- Efforts to care for land and water, such as a stream clean up, riparian buffer planting, or meadow naturalization, or environmentally sensitive stormwater management
- Progressive, conservation-minded planning, such as ordinances that preserve community green space or improve commercial corridors with greening elements
- * Please note that green building projects or upgrades to building facilities are not eligible. Project, program, or initiative must have occurred in 2014.

Please complete this nomination form and submit it—along with supporting documents—to Natural Lands Trust **no later than January 2, 2015**. Email completed nominations to **GGCaward@natlands.org** or snail-mail to Natural Lands Trust, Hildacy Farm Preserve, 1031 Palmers Mill Road, Media, PA 19063.

BASIN NATURALIZATION PROGRAM, NATIVE MEADOW PROJECT, AND LAND ACQUISITION PROJECT NAME 1001 STUMP ROAD MONTGOMERYVILLE PA 18936 PROJECT ADDRESS CITY STATE ZIP CODE MONTGOMERY TOWNSHIP MUNICIPALITY

LARRY GREGAN	TOWNSHIP MANAGER						
NAME		TITLE					
1001 STUMP ROAD	MONTGOMERYVILLE	PA	18936				
ADDRESS	CITY	STATE	ZIP CODE				
215-393-6900	215-855-1498	LGREGA	AN@MONTGOMERYTWP.ORG				
TELEPHONE	FAX	EMAIL					

- In 250 words or less, please describe the project/program/initiative.Include up to three photos, plans, and/or drawings.
 - a. What was the goal and how was it achieved?
 - Describe the collaborative elements of the project/program/initiative, including any work with local officials, volunteers, and/or community groups.
 - c. What do you consider to be the most creative, outstanding, or unusual aspects of this project/program/initiative? In other words, what makes it noteworthy?
 - d. What are the current and future benefits to the community?
 - e. How does this serve as a model to inspire others?
 - f. How does this project/program/initiative help to support or further regional or local comprehensive plans?
 - g. How the project/program/initiative funded and what are/were the associated costs?

PROJECT NARRATIVE

Montgomery Township has focused on planning and partnerships to create Windlestrae Park, the largest community park in the County, and to create a large continuous preservation corridor along the Little Neshaminy from its headwaters to the Township boundary. over the last few years, Montgomery Township has provided a link from Windlestrae Park to the 202 Parkway multi-use trail, created a native meadow, and naturalized basins in order to connect residents to nature, decrease maintenance, encourage wildlife habitat, and improve stormwater management.

Montgomery Township contracted with Natural Lands Trust for the installation, oversight and monitoring of a native meadow within a four acre field at the Memorial Grove site. The meadow was created to provide a natural habitat for wildlife and waterway protection. In 2011, the area was planted with warm season grasses. Over the last several years, NLT has continued to monitor the progress of the Meadow and provide recommendations to the Township in order to establish and maintain it. This project was completed by the Shade Tree Commission at a cost of \$5400.

Montgomery Township's Basin Naturalization Program has been ongoing since 2010. As of this date, 38 of the Township's 62 basins have been formally entered into the program with another six scheduled for this year. The Township selects several basins each year to be naturalized through a simple "no mow" philosophy. A sign is placed at each naturalized basin in order to educate the community on the benefits of this program. This program is completed at a cost of \$500 per basin for the landscape architect's assessment and signage.

In 2014, Montgomery Township acquired a five acre parcel at a cost of \$330,000 along Stump Road with the intent to maintain a passive open space area and it also provides the opportunity to link Windlestrae Park to the 202 Parkway multi-use trail.

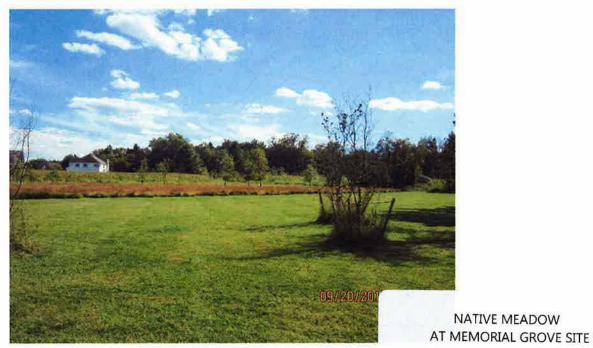
Montgomery Township's dedication to preserving open space and the preservation of our waterways has led our community to develop programs and complete initiatives that will benefit our Township now and in the future.

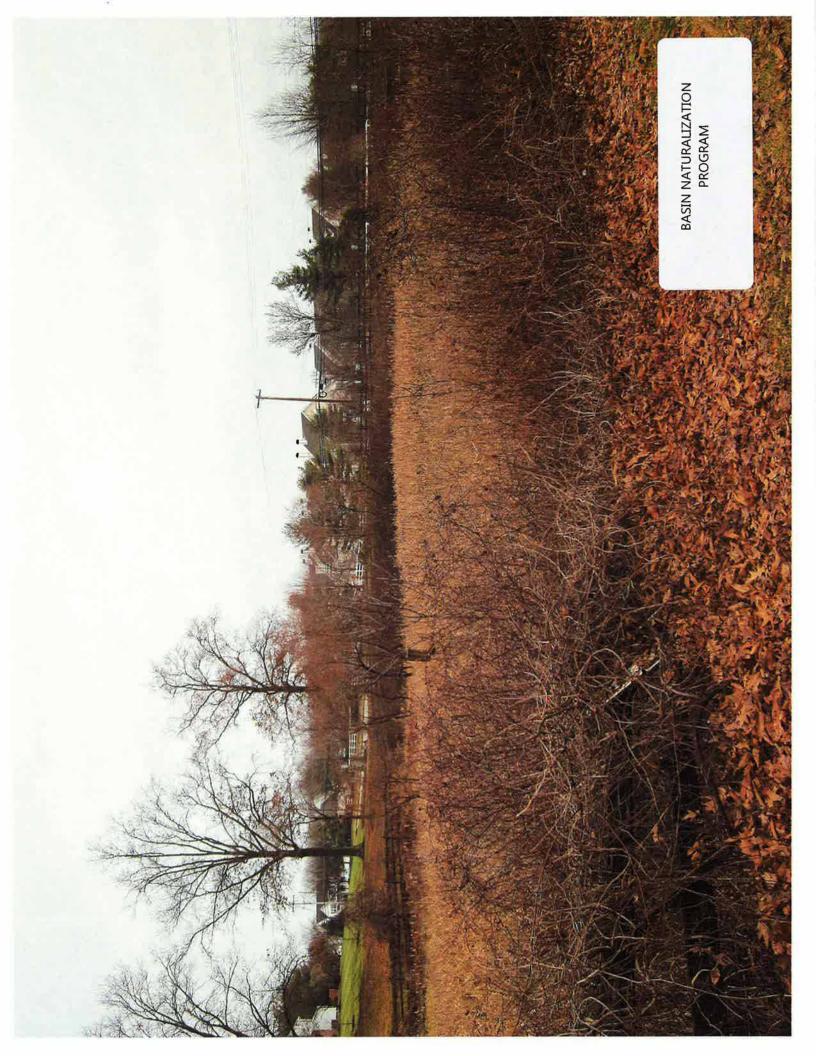




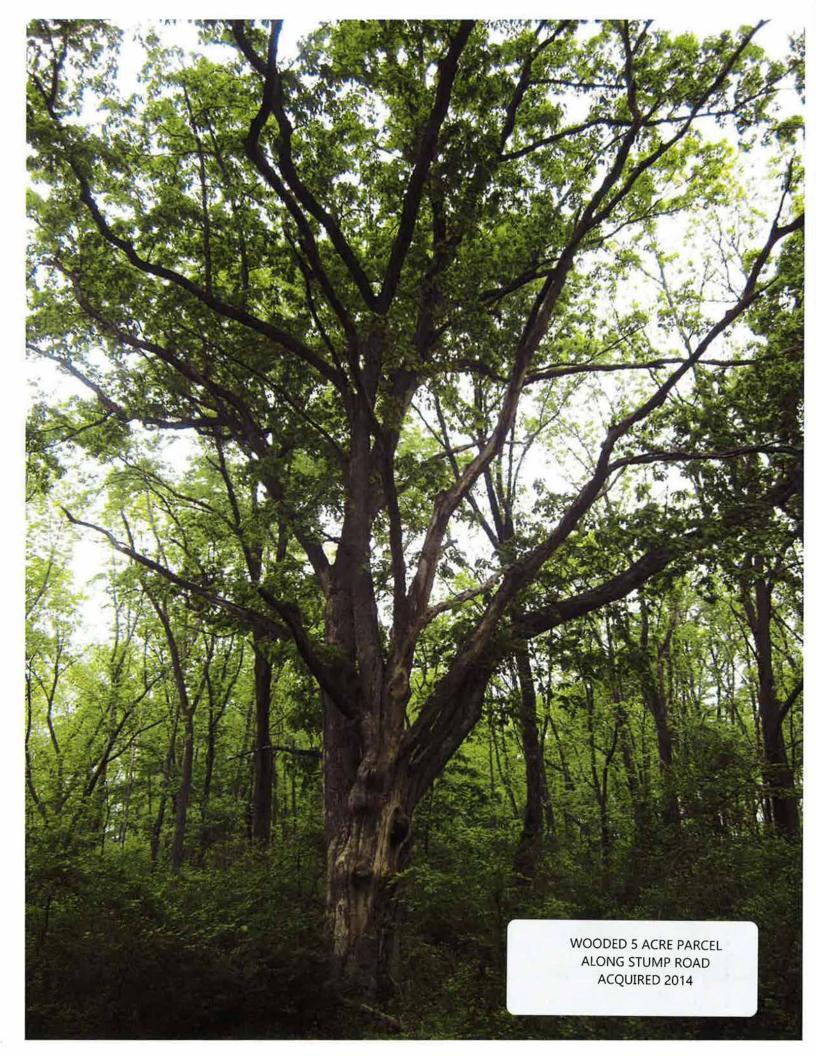












MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Advertise for Bids - Spray Park/Accessible Playground

MEETING DATE:

December 15, 2014

ITEM NUMBER: #20

MEETING/AGENDA:

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: xx

Policy:

Discussion:

Information:

INITIATED BY: Stacy Crandell

BOARD LIAISON: Joseph P. Walsh, Chairman

Assistant to the Township Manager &

BACKGROUND:

The construction of the Recreation & Community Center is well underway and is scheduled for completion early summer of 2015. In addition to the Recreation & Community Center, the Township is proposing to construct a Spray Park and universally Accessible Playground next to the center. This project will be funded in part with a grant in the amount of \$250,000 through the Commonwealth Financing Authority Department of Community and Economic Development's Greenways, Trails, and Recreation Program.

The bid will cover the purchase of equipment and the construction of the Spray Park and Accessible Playground. Once approved to proceed, the tentative schedule for bidding is:

- First Advertisement on January 2, 2015
- Second Advertisement on January 6, 2015
- Bids Opened on January 20, 2015 at 10AM
- Bid Award at the Board Meeting on January 26, 2015 after 8PM.

Construction is proposed to begin in early 2015 and is targeted to be completed at the same time the Recreation & Community Center is completed.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION:

In November 2013, the Township was awarded the grant in the amount of \$250,000 for the Spray Park and Accessible Playground.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT:

The estimated cost for the project is estimated at \$1 million and the Township has received \$250,000 grant for this project. Additional funding for the project would need to be provided from Township reserve funds.

RECOMMENDATION:

Township Staff recommends authorizing the advertisement of this bid for the Spray Park and Accessible Playground.

DOCUMENT 00 11 13

ADVERTISEMENT FOR BIDS

Sealed bids will be received by **Montgomery Township** at their offices at 1001 Stump Road, Montgomeryville, PA 18936, until 10:00 A.M., prevailing time on **January 20, 2015** at which time and place the bids shall be publicly opened and read aloud for:

CONTRACT 2011-12019-02 - SPRAY PARK AT COMMUNITY CENTER

This project involves the following work:

Supply and installation of a spray park, universally accessible playground and appurtenant features at the Montgomery Township Community Center. This Project is financed in part by a grant from the Commonwealth of Pennsylvania, Commonwealth Financing Authority.

Bidding Documents may be obtained at the office of **Gilmore and Associates**, **Inc.**, **Consulting Engineers**, **65 E. Butler Avenue**, **Suite 100**, **New Britain**, **PA**, **18901**, for a cost of \$50.00 per paper set or \$35.00 per CD set, plus \$10.00 per set for postage and handling if mailing is requested. Checks should be made payable to Gilmore and Associates, Inc. Amounts paid for bidding documents are non-refundable. Bidding Documents may be examined at the Engineer's office, between the hours of 9:00 A.M. to 4:00 P.M., Monday through Friday.

Each bid shall be submitted in accordance with the Instructions to Bidders and must be accompanied by a Bid Bond or Certified Check for not less than ten percent (10%) of the Bid amount payable to **Montgomery Township** along with an Agreement of Surety certifying that the required Performance and Payment Bonds will be provided to the Bidder. Each bid must be enclosed in a securely sealed opaque envelope and endorsed: "CONTRACT 2011-12019-02 – SPRAY PARK AT COMMUNITY CENTER" with the name and address of the Bidder clearly marked on the envelope.

The successful Bidder shall be required to furnish proof of insurance and bonds for Performance, Payment, and Maintenance in such form as meets the approval of Montgomery Township and having as security thereon such Surety company or companies as are approved by Montgomery Township.

A pre-bid meeting will not be held.

This project is subject to applicable provisions of Act 422, Pennsylvania Prevailing Wage Act as amended, and the prevailing minimum wage rates issued by the Pennsylvania Department of Labor and Industry and to applicable provisions of Act 127 Pennsylvania Public Works Employment Verification as amended.

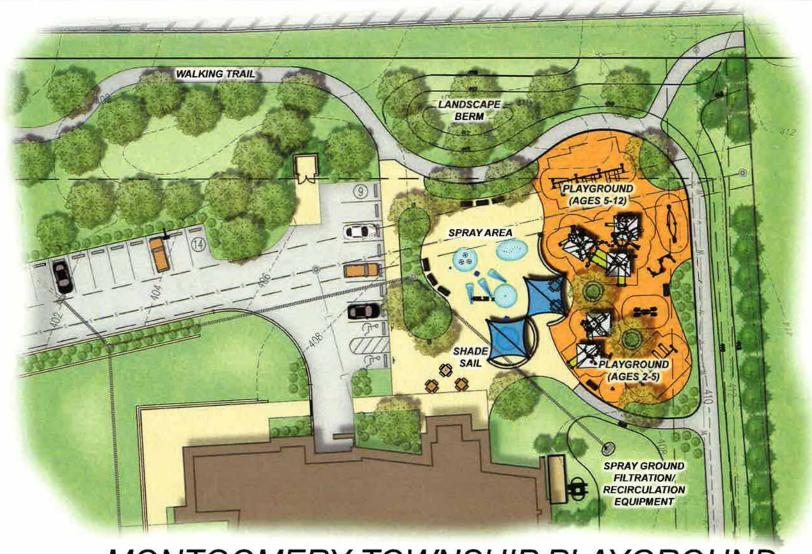
No Bidder may withdraw his bid within sixty (60) days after the date set for the opening of the bids.

Montgomery Township reserves the right to reject any and all bids for any cause whatsoever, to eliminate any item or items from the contract, and to waive any informality in the bids.

By order of:

Owner: Montgomery Township Dated: December 2, 2014

END OF DOCUMENT





TRAIL AND PLAYGROUND PLAN

PREPARED BY: GILMORE AND ASSOCIATES, INC. CONSULTING ENGINEERS - 65 EAST BUTLER AVENUE, SUITE 100 - NEW BRITAIN - PA 18901

J.

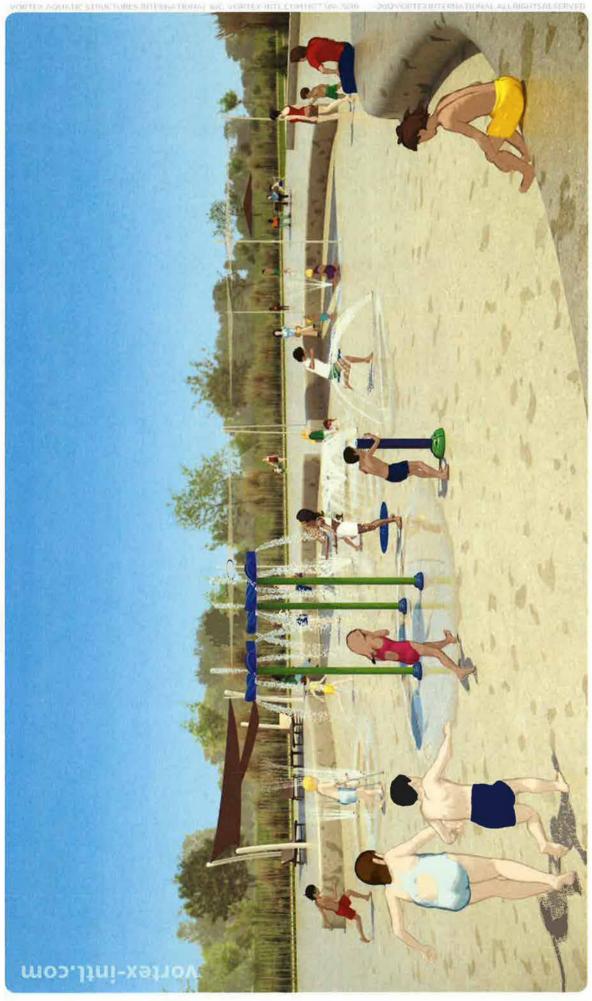
SCALE: 1" = 30'

PROJECT NO.: 2011-12019-02 DATE: DECEMBER 03, 2014





Montgomery Township Center®, PR Rev 01 - ID: 21294



Montgomery Township Center®, PR Rev 01 - ID: 21294

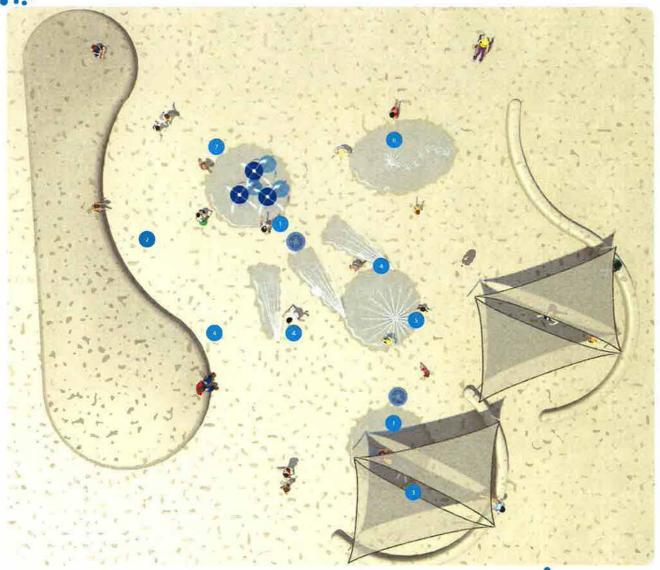




Montgomery Township Center®, PR Rev 01 - ID: 21294

SPLASHPAD COMPONENTS

w	ITEM	QTY	GPM
1	playsafe drain No1 VOR 1001.4000	2	n/a
2	bollard activator No3 VOR 611	1	n/a
3	fountain spray VOR 7513	1	5
4	rooster tail VOR 303	3	37.5
5	side winder VOR 7518	7	15
6	team spray No1 VOR 7640	1	17.5
7	aqualien rainforest No6 VOR 7360	1	6
		atv	БРМ



Montgomery Township Center®, PR Rev 01 - ID: 21294

TOTAL WATER FLOW

Top View Splashpad®











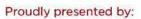






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MONTGOMERYVILLE, PA. November 10, 2014 78911-1-2R



















playlsi.com



Garry Helmuth













MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Advertise Proposed Ordinance #15-285 - Amending Chapter 166 to Allow the Carrying of Firearms as Permitted by State Law to Conform to Pennsylvania Act 192 of 2014

MEETING DATE:

December 15, 2014

ITEM NUMBER: #21.

Discussion:

MEETING/AGENDA:

ACTION

NONE

REASON FOR CONSIDERATION: Operational: xx

Policy:

INITIATED BY: Lawrence J. Gregan

BOARD LIAISON: Michael J Fox, Liaison to the

Information:

Township Manager

Park and recreation Board

BACKGROUND:

In late 2014, Pennsylvania State Legislature adopted and the Governor signed Act 192 which included provisions limiting the regulation of firearms and ammunition. Specifically the legislation provides that municipalities are strictly prohibited from regulating firearms and ammunition and provides a method for those affected by an unlawful ordinance or regulation to seek relief and damages, including attorney fees, expert witness fees, court costs, and compensation for loss of income.

On reviewing the Township codes, it was determined that the provisions of Chapter 166, Section 9 Township Parks and Recreation, prohibited the carrying of firearms in Township Parks.

The attached Proposed Ordinance Number 15 - 285 amends Chapter 166, Section 9 of the Montgomery Township Code, prohibiting certain actions in Township Parks and Recreation Areas, to allow the carrying of firearms as permitted by State Law to conform to Pennsylvania Act 192 of 2014.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the advertisement of Proposed Ordinance #15-285 to amend Chapter 166. Section 9 of the Montgomery Township Code, prohibiting certain actions in Township Parks and Recreation Areas, to allow the carrying of firearms as permitted by State Law to conform to Pennsylvania act 192 of 2014, and further set Monday, January 5, 2015, after 8:00PM in the Montgomery Township Building, as the date, time and place to consider this proposed ordinance.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we authorize the advertisement of Proposed Ordinance #15-285 to amend Chapter 166, Section 9 of the Montgomery Township Code, prohibiting certain actions in Township Parks and Recreation Areas, to allow the carrying of firearms as permitted by State Law to conform to Pennsylvania act 192 of 2014, and further set Monday, January 5, 2015, after 8:00PM in the Montgomery Township Building, as the date, time and place to consider this proposed ordinance.

MOTION:	SECOND: _			
ROLL CALL:				
Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

ORDINANCE #15- 285

AN ORDINANCE AMENDING CHAPTER 166, SECTION 9 OF MONTGOMERY TOWNSHIP'S CODE, PROHIBITING CERTAIN ACTS IN TOWNSHIP PARKS AND RECREATION AREAS, TO ALLOW CARRYING FIREARMS AS PERMITTED BY STATE LAW TO CONFORM TO PENNSYLVANIA ACT 192 OF 2014

ORDINANCE #1**5**-_285___

AN ORDINANCE AMENDING CHAPTER 166, SECTION 9 OF MONTGOMERY TOWNSHIP'S CODE, PROHIBITING CERTAIN ACTS IN TOWNSHIP PARKS AND RECREATION AREAS, TO ALLOW CARRYING FIREARMS AS PERMITTED BY STATE LAW TO CONFORM TO PENNSYLVANIA ACT 192 OF 2014

NOW THEREFORE IT IS HEREBY ENACTED AND ORDAINED by the Montgomery Township Board of Supervisors that the Montgomery Township Code shall be amended as follows:

SECTION 1. Amendment to Article 166-9

Chapter 166, Section 9 of the Montgomery Township Code prohibiting certain acts in Township Parks and Recreation Areas is amended to allow carrying firearms as permitted by state law to conform to Pennsylvania Act 192 of 2014 and shall read as follows:

§ 166-9. Prohibited Acts.

The following are not allowed within the parks at any time or under any circumstances:

- A. Hunting and trapping.
- B. Discharging firearms, except in lawful self-defense or by police officers in the course of their duties.
- C. Carrying or discharging air rifles, bows and arrows, slingshots, rockets and fireworks of any kind.
- D. Throwing of rocks, stones or other missiles.
- E. Disorderly conduct, disturbing the peace, profane or obscene language and fighting.
- F. The use of golf clubs and golf balls, except in Windlestrae Park, provided that the golf clubs and golf balls are used only in the

areas defined and designated at the site for driving of golf balls and only at the hours fixed by the Township Park and Recreation Board and confirmed by resolution of the Board of Supervisors.

- G. Dumping of trash, tin cans, garbage, litter or junk other than in trash receptacles.
- H. All motorized vehicles (such as defined in but not limited to those defined in the Pennsylvania Motor Vehicle Code) are prohibited within the Township parks except while being operated upon designated roadways and parking lots. In no way shall this prohibit electronic aid devices (such as motorized wheelchairs) used by persons with disabilities.
- I. No motorized vehicles shall be operated upon seeded or natural areas of any Township park and recreation area, except emergency vehicles and park maintenance vehicles
- J. Signs, placards or advertisements other than upon designated bulletin boards.
- K. Horses or horseback riding.
- L. The use of roller blades, roller skates, skateboards or any device which would mar the surface on the tennis courts in all Townshipowned and -leased parks and recreational areas are not allowed at any time or under any circumstances.
- M. All activities upon the tennis courts which are not incidental to or pertaining to tennis are prohibited within all Township-owned and -leased parks and recreational areas.

SECTION 2. Repeal and Ratification.

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

<u>SECTION 3</u>. <u>Severability</u>.

Should any section, paragraph, sentence, clause, or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the

Ordinance	shall	not	be	affected	thereby	and	shall	remain	in	full	force	and
effect, and	for thi	s rea	asor	the prov	visions of	this	Ordin	ance sha	all l	be se	verabl	le.

SECTION 4.	Effective Date.
This Ordinance sl	nall become effective five (5) days after enactment.

	ENACTED this day of January, 2015, by the aship Board of Supervisors.
	MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
	JOSEPH P. WALSH, Chairperson
[Seal]	
Attested by:	

LAWRENCE J. GREGAN

Township Manager/Secretary

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

SUBJECT:

Announcement of Re-Organization Meeting Date and Consideration of Authorization to

Advertise for Re-Organization meeting on January 5, 2015

MEETING DATE:

December 15, 2014

ITEM NUMBER: # 22

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX

Information:

Discussion:

Policy:

INITIATED BY: Lawrence J. Gregan

Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

The Second Class Township Code requires municipalities to reorganize on the first Monday of the year. January 5, 2015 is the date for the Montgomery Township reorganization meeting. The Township is required to advertise this meeting.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Authorize the Township Manager to advertise the reorganization meeting for Montgomery Township on Monday, January 5, 2015.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the advertisement of the reorganization meeting of the Township for Monday, January 5, 2015 at 8:00 p.m. at the Township building.

MOTION:	SECOND:	

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS **BOARD ACTION SUMMARY**

SUBJECT:

Consider Payment of Bills

MEETING DATE:

December 15, 2014

ITEM NUMBER: # 23.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Information:

Discussion:

Policy:

INITIATED BY: Lawrence J. Gregan

BOARD LIAISON: Joseph P. Walsh, Chairman

Township Manager

BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approve all bills as presented.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Check Number	Check Date	Vendor No	Payee	Amount
26301	12/4/14	00000967	DELAWARE VALLEY HEALTH INSURANCE	1,917.50
26302	12/4/14	00000499	MONTGOMERY TWP. PROFESSIONAL	134.74
26303	12/4/14	1264	MORGAN STANLEY SMITH BARNEY INC	5,774.71
59293	11/25/14	00004010	MONTGOMERY COUNTY TAX CLAIM	158,330.30
59294	12/10/14	00000958	WILLIAM KEUCHER	585.00
59295	12/15/14	00000842	911 SAFETY EQUIPMENT	55.00
59296	12/15/14	00000006	ACME UNIFORMS FOR INDUSTRY	409.07
59297	12/15/14	00000936	ALAN SWIFT	100.00
59298	12/15/14	00002032	ALBURTIS AUTO INC.	80.00
59299	12/15/14	00000820	AMPRO	457.73
59300	12/15/14	00001866	ANGEL M. JOHNSON	2,088.00
59301	12/15/14	00000745	APEX PLUMBING & HEATING INC,	8,010.00
59302	12/15/14	00000031	AT&T	318.07
59303	12/15/14	00000561	ATLANTIC TACTICAL	830.65
59304	12/15/14	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	64.68
59305	12/15/14	00902966	AVALON WAY LLC	10,122.00
59306	12/15/14	00000417	NANCY J. LARKIN	450.72
59307	12/15/14	00000999	BCG-BENEFIT CONSULTANTS GROUP	1,778.00
59308	12/15/14	00000043	BERGEY'S	598.91
59309	12/15/14	00000448	BISHOP WOOD PRODUCTS, INC	566.00
59310	12/15/14	00000209	BOUCHER & JAMES, INC.	13,681.99
59311	12/15/14	00001676	PA DEPT OF AGRICULTURE	25.00
59312	12/15/14	00000076	GREGORY BENCSIK	30.15
59313	12/15/14	00000069	C L WEBER CO INC.	25.00
59314	12/15/14	00000072	CANON FINANCIAL SERVICES, INC	1,319.00
59315	12/15/14	00000071	CANON SOLUTIONS AMERICA, INC.	980.10
59316	12/15/14	00000071	CANON SOLUTIONS AMERICA, INC.	899.88
59317	12/15/14	00001601	CDW GOVERNMENT, INC.	435.06
59318	12/15/14	00000085	CHAMBERS ASSOCIATES, INC.	2,805.10
59319	12/15/14	00000449	CLAUDIO SANCHEZ	100.00
59320	12/15/14	00001189	CMSWAT	75.00
59321	12/15/14	00000335	COMCAST CORPORATION	943.76
59322	12/15/14	00001937	STEPHEN P. DIGIOVANNI	1,341.00
59323	12/15/14	00000326	COUNTY OF MONTGOMERY	51.03
59324	12/15/14	00903100	COURIER TIMES, INC.	1,051.00
59325	12/15/14	00000629	DAVIDHEISER'S INC.	149.88
59326	12/15/14	00002057	DAVIDSON ASSOCIATES	200.00
59327	12/15/14	00001202	AIRGAS, INC.	189.18
59328	12/15/14	00001627	DEER PARK DIRECT	101.35
59329	12/15/14	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	152.16

Number 59330				
	12/15/14	00001520	DELAWARE VALLEY INSURANCE TRUST	400.00
59331	12/15/14	00001172	DETLAN EQUIPMENT, INC.	288.04
59332	12/15/14	00002037	DIANA MARIA A. ALVAREZ	1,325.60
59333	12/15/14	00001675	DON JOHNSON	100.00
59334	12/15/14	00000967	DELAWARE VALLEY HEALTH INSURANCE	151,047.16
59335	12/15/14	00000748	E.R. STUEBNER INC.	926,210.70
59336	12/15/14	00001649	THOMAS J. MORRIS JR	905.52
59337	12/15/14	00001900	EAST NORRITON TOWNSHIP	607.67
59338	12/15/14	00000150	EAST PENN MANUFACTURING CO., INC.	15.50
59339	12/15/14	00001902	ELLIOTT GREENLEAF &	468.56
59340	12/15/14	00000160	ERB & HENRY EQUIPMENT INC.	309.27
59341	12/15/14	00001905	ERIC MCKELVEY	100.00
59342	12/15/14	00903110	ESTABLISHED TRAFFIC CONTROL	339.25
59343	12/15/14	00000171	THE GGS GROUP INC	37.50
59344	12/15/14	00002066	FIRE LINE EQUIPMENT	30.45
59345	12/15/14	00000428	FRANK MANAGEMENT, LLC	333.00
59346	12/15/14	00001852	G.L. SAYRE, INC.	412.20
59347	12/15/14	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	483.00
59348	12/15/14	00000198	GLASGOW, INC.	68.31
59349	12/15/14	00001323	GLICK FIRE EQUIPMENT COMPANY INC	1,891.51
59350	12/15/14	00001784	GOOGLE INC.	36.35
59351	12/15/14	8000000	GOOSE SQUAD L.L.C.	250.00
59352	12/15/14	00001709	GOULDEY WELDING & FABRICATIONS, INC	101.25
59353	12/15/14	00000060	GRAF ENGINEERING, LLC	2,750.00
59354	12/15/14	00903111	GROUNDTEC INC.	1,200.00
59355	12/15/14	00000223	GUIDEMARK, INC.	5,054.53
59356	12/15/14	00000213	HAJOCA CORPORATION	39.65
59357	12/15/14	00000903	HOME DEPOT CREDIT SERVICES	449.42
59358	12/15/14	00000216	HORSHAM CAR WASH	156.00
59359	12/15/14	00001857	HORSHAM VETERINARY HOSPITAL P.C.	221.12
59360	12/15/14	00000103	INTERNATIONAL SALT COMPANY, LLC	21,069.32
59361	12/15/14	00000102	INTERSTATE BATTERY SYSTEMS OF	376.80
59362	12/15/14	00000735	JD BRAVO COMPANY	6,046.00
59363	12/15/14	00000257	JOHN R. YOUNG & COMPANY	1,786.07
59364	12/15/14	00003050	KATHI NEAL	280.00
59365		00000264	KENCO HYDRAULICS, INC.	167.54
59366		00001282	KENNETH AMEY	637.50
59367	12/15/14	00000572	KEVIN COSTELLO	99.99
59368		00000932	KIMMEL BOGRETTE	9,814.78
59369	12/15/14	00000738	LENNI ELECTRIC CORP	33,254.98

Check Number	Check Date	Vendor No	Payee	Amount
		00001706	LOWE'S COMPANIES INC.	781.98
59371	12/15/14	00000421	LYNN CARD COMPANY	75.20
59372	12/15/14	00000055	MARK MANJARDI	280.50
59373	12/15/14	00000689	MARY KAY KELM, ESQUIRE	400.00
59374	12/15/14	00000201	LAWRENCE J. MURPHY	811.46
59375	12/15/14	00001330	MCCALLION STAFFING SPECIALISTS	1,399.50
59376	12/15/14	00902990	MEYER DARRAGH	###########
59377	12/15/14	00000912	MICHENER'S GRASS ROOTS, INC.	736.08
59378	12/15/14	00000606	FIRE CHIEF'S AID ASSOC OF MONTG CO	2,028.00
59379	12/15/14	00001225	MONTGOMERY TOWNSHIP MUNICIPAL	748.56
59380	12/15/14	00000324	MOYER INDOOR / OUTDOOR	130.00
59381	12/15/14	00002068	MS MARTIN ENTERPRISES, INC.	3,614.50
59382	12/15/14	00000356	NORTH WALES WATER AUTHORITY	101.21
59383	12/15/14	00000356	NORTH WALES WATER AUTHORITY	82,200.00
59384	12/15/14	00001134	OFFICE DEPOT, INC	334.74
59385	12/15/14	00000367	P.K. MOYER & SONS, INC.	5,565.00
59386	12/15/14	00000186	JAROTH INC.	356.24
59387	12/15/14	00001044	PATRICIA A. GALLAGHER INACTIVE	47,311.43
59388	12/15/14	00000397	PECO ENERGY	10,092.24
59389	12/15/14	00000595	PENN VALLEY CHEMICAL COMPANY	642.66
59390	12/15/14	00000726	PENN-HOLO SALES & SERVICES	113.98
59391	12/15/14	0090320	PENNSYLVANIA HORTICULTURAL SOCIETY	1,887.00
59392	12/15/14	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	107.00
59393	12/15/14	00000009	PETTY CASH	500.00
59394	12/15/14	00000446	PHISCON ENTERPRISES, INC.	450.00
59395	12/15/14	00000945	PIPERSVILLE GARDEN CENTER, INC.	851.75
59396	12/15/14	00001158	PITNEY BOWES INC.	232.04
59397	12/15/14	00000345	PRINTWORKS & COMPANY, INC.	39.00
59398	12/15/14	00000251	PSI PERSONNEL, LLC	1,913.94
59399	12/15/14	00001000	PSM - PETER A. SCHERTZ	225.00
59400	12/15/14	00000657	PUBLIC AGENCY TRAINING COUNCIL, INC	525.00
59401	12/15/14	00000252	SUNG K. KIM	667.00
59402	12/15/14	00000439	RED THE UNIFORM TAILOR	117.00
59403	12/15/14	00000430	REM-ARK ALLOYS, INC.	221.82
59404	12/15/14	00002033	REPUBLIC SERVICES NO. 320	848.00
3790T 1 ACT1977	12/15/14	00001146	RESERVE ACCOUNT	1,500.00
		00000429	RICHARD PETERSON	100.00
		00000117	RIGGINS INC	3,420.63
		00000115	RIGGINS, INC	6,198.15
59409	12/15/14	00001972	ROBERT L. BRANT	3,532.00

Check Number	Check Date	Vendor No	Payee	Amount
59410		00000969	SAFETY-KLEEN SYSTEMS, INC.	288.49
59411	12/15/14	00000653	SCATTON'S HEATING & COOLING, INC.	4,174.00
59412	12/15/14	00000556	SCOTT DEILEY	100.00
59413	12/15/14	00000465	SHAPIRO FIRE PROTECTION COMPANY	405.75
59414	12/15/14	00000467	SNAP-ON INDUSTRIAL	56.43
59415	12/15/14	00000469	SPRINT SPECTRUM, L.P.	407.63
59416	12/15/14	00001847	STAPLES CONTRACT & COMMERCIAL, INC	1,314.87
59417	12/15/14	00000636	STAPLES CREDIT PLAN	49.40
59418	12/15/14	00000475	STEVE WIATER	100.00
59419	12/15/14	00903113	STEVERS LLC	84.28
59420	12/15/14	00001200	SYNATEK	5,342.02
59421	12/15/14	00000485	SYRENA COLLISION CENTER, INC.	400.00
59422	12/15/14	00001783	THE HOMER GROUP	3,490.00
59423	12/15/14	00000496	21ST CENTURY MEDIA NEWSPAPER LLC	2,785.31
59424	12/15/14	00000570	TODD JASUTA	100.00
59425	12/15/14	00001984	TRAFFIC PLANNING AND DESIGN, INC.	653.75
59426	12/15/14	00000720	TRAIL ELECTRICAL SERVICE, INC.	2,300.00
59427	12/15/14	00000506	TRANS UNION LLC	46.47
59428	12/15/14	00002031	TRI-COUNTY ELECTRICAL SUPPLY	843.03
59429	12/15/14	00000327	U.S. MUNICIPAL SUPPLY INC.	1,091.81
59430	12/15/14	00903123	VALLEY FORGE SECURITY CENTER	691.00
59431	12/15/14	00000520	VALLEY POWER, INC.	672.87
59432	12/15/14	00000040	VERIZON	675.32
59433	12/15/14	00001033	VERIZON CABS	542.03
59434	12/15/14	00000170	VERIZON COMMUNICATIONS, INC.	124.99
59435	12/15/14	00000170	VERIZON COMMUNICATIONS, INC.	249.98
59436	12/15/14	00000038	VERIZON WIRELESS SERVICES, LLC	1,037.70
59437	12/15/14	00000038	VERIZON WIRELESS SERVICES, LLC	480.28
59438	12/15/14	00903114	VICKI SOUDER	460.80
59439		00000131	WAREHOUSE BATTERY OUTLET	249.75
		00000760	WASTE MANAGEMENT OF	150.00
59441	12/15/14	00001329	WELDON AUTO PARTS - LANSDALE (NAPA)	2,022.09
59442		00001546	WILSON'S HARDWARE & LOCKSMITHS	17.50
59443		00000545	DAVID A. WISMER	85.00
		00001084	WITMER ASSOCIATES, INC.	47.92
		00000742	WORTH AND COMPANY, INC.	71,069.40
		00000551	XPEDX/PHILADELPHIA DIVISION	620.00
		00000590	YOCUM FORD	197.95
		00002092	YUKIMI AKAMINE	532.00
59449	12/15/14	00000550	ZEP MANUFACTURING COMPANY	476.10

Check Number	Check Date	Vendor No	Payee	Amount
			TOTAL	3,205,843.79

MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS

DATE	VENDOR NAME	REASON FOR PAYMENT	<u>AMOUNT</u>
11/25/2014	City of Philadelphia	Nov. Wage Tax Payment	\$298.93
11/26/2014	Commonwealth of PA	State Tax Payment	\$7,569.55
12/01/2014	IRS	945 Payment	\$4,855.09
12/01/2014	ICMA	DROP Plan Payment	\$17,827.41
12/04/2014	IRS	941 Payment	\$129,012.63
12/04/2014	BCG	401/457 Plan Payment	\$26,427.97
12/04/2014	PA-SCDU	Withholding Payment	\$2,360.57
12/10/2014	Commonwealth of PA	State Tax Payment	\$13,157.74
		Total Paid as of 12/15/2014	\$201,509.89