

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
MAY 23, 2016

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

Lawrence J. Gregan
Township Manager

www.montgomerytp.org

ACTION MEETING – 8:00 PM

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of May 9, 2016 Meeting
6. Consider Approval and Waiver of Permit Fee for Cub Scout Pack 229 Rocket Launch Event at Spring Valley Park
7. Consider Waiver of Permit Fee for the Use of Spring Valley Park Pavilion by the Boy Scouts of America Troop #547
8. Consider Authorization to Execute Agreement – Towing Contractor
9. Consider Authorization for Disposal of Township Police Department Equipment
10. Consider Approval of Unbudgeted Expenditure - Police Safety Equipment
11. Consider Recognizing and Congratulating the Montgomery County Public Works Association on its 50th Anniversary
12. Consider Approval of Start of Maintenance Period and Escrow Release #3 – LDS #642 General Hancock Partnership Hotels
13. Consider Authorization to Advertise Public Hearing for Conditional Use #C-65 – Hawthorn Development LLC – Doylestown Pike
14. Consider Authorization to Advertise Public for Public Hearing – Liquor License Transfer – LL-16-05 – Turtle Time JRP1, LLC
15. Consider Payment of Bills
16. Other Business
17. Adjournment

Future Public Hearings/Meetings:

06-07-2016 @7:30pm – Zoning Hearing Board
06-08-2016 @7:30pm – Park and Recreation Board
06-13-2016 @8:00pm – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

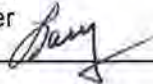
SUBJECT: Announcement of Executive Session

MEETING DATE: May 23, 2016 ITEM NUMBER: # 4

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 of the Board of Supervisors



BACKGROUND:

Frank Bartle will announce that the Board of Supervisors met in Executive Session prior to this Public Meeting and will summarize the matters discussed at these meetings.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Minutes for May 9, 2016

MEETING DATE: May 23, 2016 ITEM NUMBER: #5

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 of the Board of Supervisors

BACKGROUND:

Please contact Stacy Crandell on Monday, May 9, 2016 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.

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

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
MAY 9, 2016**

Chairman Joseph P. Walsh called the action meeting to order at 8:00 p.m. In attendance were Vice Chairman Candyce Fluehr Chimera and Supervisors Robert J. Birch, Michael J. Fox and Jeffrey W. McDonnell. Also in attendance were Frank Bartle, Esquire, Lawrence Gregan, Chief Scott Bendig, Rick Lesniak, Ami Tarburton, Ann Shade, Stacy Crandell, Bruce Shoupe, Kevin Costello, Rich Grier and Floyd Shaffer.

Following the Pledge of Allegiance, Chairman Joseph P. Walsh called for public comment from the audience. Mr. Chris Stigler of 9 Andrew Lane, made public comment regarding the cancellation of the Junior Kids University Program and asked the Board to take another look at the Department of Human Services Regulations. Township Solicitor Frank Bartle, Esquire and Township Manager Lawrence J. Gregan addressed his request and stated that unfortunately in order to make sure the Township is not in conflict with the Department of Human Services (DHS) Regulations, children who have not yet attended Kindergarten are consider "Pre-School Age" and are not able to attend the Kids University Program. As a result, the Township had no alternative but to cancel the program.

Supervisor Michael J. Fox made a motion to approve the minutes of the April 25, 2016 Board of Supervisors meeting, and Vice Chairman Candyce Fluehr Chimera seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Township Manager Lawrence Gregan introduced Floyd Shaffer, the new Director of Recreation and Community Center effective May 2, 2016. Mr. Shaffer brings over 30 years of extensive recreation knowledge to share with Montgomery Township. Resolution #1 made by Supervisor Michael J. Fox, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, approved the appointment of Floyd Shaffer to the position of Director of Recreation and Community Center.

Police Chief Scott Bendig presented the resolution to recognize the week of May 15th – May 21st as National Police Week. Police Week pays special recognition to law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. Resolution #2 made by Chairman Joseph P. Walsh, seconded by Supervisor Michael J. Fox and adopted unanimously, recognized May 15th to May 21st as National Police Week.

Police Chief Scott Bendig recognized several police officers for their outstanding performance in the line of duty during 2015. Chief Bendig recognized Officer John Rushin with a Letter of Official Commendation for the apprehension of three suspects during a suspicious vehicle stop which led to the discovery of cash, drugs and an illegal handgun in their hotel room.

Police Chief Scott Bendig also recognized Officer Daniel Rose, Officer Peter Byrne, Officer Jake Beebe, and Officer Matthew Seydel for a unit citation and Officer Daniel Rose with an Official Commendation for Heroism. The Officers were commended for their actions upon responding to a call concerning shots being fired at a residence in the Township in April 2015. Upon responding to the incident, Officer Rose entered an unsecured shooting scene to rescue a woman injured by gunfire. Officers Byrne, Seidel and Beebe provided cover for Officer Rose and secured the surrounding area until SWAT team members arrived. The Board of Supervisors congratulated all of the officers for their outstanding actions. Resolution #3 made by Supervisor Michael J. Fox, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, commended the officers for their outstanding performances.

Police Chief Scott Bendig introduced the newest K-9 on the force. K-9 Odin is a two year old Belgian Malinois and is partnered with Officer Daniel Rose. K-9 Odin is trained in Patrol and Narcotics.

Public Works Director Kevin Costello presented the resolution to recognize National Public Works Week during the week of May 15th- May 21st, 2016. The theme for this year's week is "Public Works, Always There." Resolution #4 made Chairman Joseph P. Walsh, seconded by Supervisor Robert J. Birch, and adopted unanimously, recognized National Public

Works Week. In addition, the Board of Supervisors thanked the entire Public Works Department for all of their hard work and approved a lunch for all of the Public Works staff.

Public Works Director Kevin Costello presented a quote to replace the frame rails on the Department's 1999 Mack Dump Truck resulting from severe deterioration caused by the rock salt over the years. Staff is proposing to extend the normal service life of the 1999 Mack Dump Truck by removing and replacing the frame rails from the cab back under the dump body. The project was included in the 2016 Final Budget. Under the Township's purchasing policy, three quotes were obtained to perform this work. Mr. Costello recommended that Del-Val International, the lowest of the three quotes, at the amount of \$12,230.00, be approved to complete the project. Resolution #5 made by Supervisor Michael J. Fox, seconded by Vice Chairman Candyce Fluehr Chimera, and adopted unanimously to approve the Frame Rail Replacement Project for the 1999 Mack Dump Truck to be completed by Del-Val International for a total projected cost of \$12,230.00.

Director of Fire Services Rick Lesniak presented a proposal for a capital purchase of fire hose for the Department of Fire Services and Fire Department of Montgomery Township. The Board of Supervisors previously granted approval for the Department of Fire Services (DFS) and Fire Department of Montgomery Township (FDMT) to each submit an application through the Pennsylvania State Fire Commissioner's Office annual Volunteer Firefighter/Volunteer Ambulance Service Grant program for funding to replace portions of its aging stock of hose. The DFS and FDMT were each awarded grants for this purpose with additional funding being provided by Township Capital Replacement Funds.

A quote was received from Witmer Public Safety Group, LLC, an authorized vendor under the Co-Stars Cooperative Purchase Program, to provide "Mercedes" brand fire hose to the Department. Since the purchase of these items are a capital expenditure above \$10,000.00, the DFS is requesting approval from the Board of Supervisor to purchase the following amounts of hose: 1,500 feet of 5" hose \$11,970.00, 2,000 feet of 3" hose \$11,280.00,

1,400 feet of 2.5" hose \$ 7,056.00, 2,100 feet of 1.75" hose \$ 7,854.00 for a total of \$38,160.00. Resolution #6 made by Supervisor Michael J. Fox, seconded by Supervisor Robert J. Birch, and adopted unanimously to approve the capital purchase of the fire hose at the cost of \$38,160.00 from Witmer Public Safety Group, LLC.

Director of Administration and Human Resources Ann Shade presented recommended amendments to the Employee Handbook Policies affecting policies for Employment Definitions, Sick Leave, Short-Term Disability, and Family Medical Leave Act. She noted that Montgomery Township maintains a handbook of personnel policies that is provided to all employees. As laws, practices and procedures have changed over the years, the Township determined the need to both update existing policies and add new policies as appropriate.

The following policies are being presented for approval:

- Employment Definitions – This policy has been updated to provide a clear description of the hours required to work in order for an employee to be eligible for healthcare benefits in accordance with the Affordable Care Act.
- Sick Leave – The primary update on this policy is to require an employee to bring in a doctor's note in the event they are absent from work for three or more consecutive days. This change will also run concurrent with some eligibility provisions of the Family Medical Leave Act.
- Short-Term Disability (STD) – The primary update on this policy is to define the procedure for administering short term disability coverage for employees who have a recurring disability.
- Family Medical Leave (FMLA) – The primary update on this policy is to provide an overall upgrade to the policy wording in compliance with updated provisions of the Family Medical Leave Act, including definitions and processes when applicable for members of the military.

In preparation for Board of Supervisors approval, these policies have been reviewed by labor attorneys of Eckert Seamans and Montgomery Township staff. In applicable instances, recommendations were also given by the Risk Control Department of Delaware Valley Insurance Trust (DVIT). Resolution#7 made by Supervisor Michael J. Fox, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, approved the amendments to the Employment Definitions, Sick Leave, Short-Term Disability, and Family Medical Leave Act.

Director of Planning and Zoning Bruce Shoupe presented the request for construction escrow release #1 for BJ Wholesale Club LDS#673 as recommended by the Township Engineer. The original amount of the escrow was \$1,270,151.19, held as a Performance Bond. This is the first escrow release for this project. The current release is in the amount of \$1,096,136.90. The new balance would be \$174,014.29. Resolution #8 was made by Chairman Joseph P. Walsh, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously to approve the escrow release in the amount of \$1,096,136.90.

Director of Planning and Zoning Bruce Shoupe presented the request for the start of maintenance and escrow release #1 for LD/S #656 Flynn/Derck Minor Subdivision- 1407 Upper State Road. Kristofer Flynn has requested that the eighteen month maintenance period for 1407 Upper State Road begin. They have also requested an escrow release in the amount of \$44,294.25. This would deplete the original escrow account. This release would be contingent upon the developer providing the 18 month maintenance surety in an amount of \$4,134.00, which is 15% of the original total escrow. This will be held for a period of 18 months until November 9, 2017. The Township Engineer recommends that this release #1 be made and the maintenance period begin. Resolution# 9 was made by Chairman Joseph P. Walsh, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously to approve the start of maintenance and the escrow release #1 in the amount of \$44,294.25.

Director of Planning and Zoning Bruce Shoupe presented the request for waiver of the permit fee for the special event for Mary Mother of the Redeemer Catholic Church Parish

Festival. Resolution#10 made by Chairman Joseph P. Walsh, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously approved the waiver of fees for Mary Mother of the Redeemer Parish Festival that will be held on June 21-25, 2016.

Director of Planning and Zoning Bruce Shoupe presented the request for waiver of building permit fee for Mary Mother of the Redeemer Church Sanctuary Modifications.

Resolution #11 was made by Chairman Joseph P. Walsh, seconded Supervisor Robert J. Birch and adopted unanimously to waive the building permit fees of \$5,484.00.

Director of Recreation and Community Center Floyd Shaffer presented the request for from Montgomery United Soccer to waive all permit fees associated with their use of Soccer Fields #1 and #2 and the Hennings Soccer Field at the William F. Maule Park at Windlestrae, Soccer Fields #1 and #2 at Windlestrae – Rose Twig and Zehr Soccer Fields #1, #2, and #3 on Saturday, May 14 and Sunday, May 15, 2016, for their annual Shoot for the Cause Tournament. According to the Township's current Facility and Field Use Fee Schedule, the tournament charge would be \$200 per field per day, resulting in a maximum total charge of \$3,200 for the requested dates. Resolution#12 was made by Chairman Joseph P. Walsh, seconded by Supervisor Robert J. Birch and adopted unanimously to approve the fee waiver for Montgomery United Soccer.

A motion to approve the payment of bills was made by Supervisor Michael J. Fox, seconded by Supervisor Robert J. Birch and adopted unanimously, approving the payment of bills as submitted.

There being no further business to come before the Board, the meeting adjourned at 8:35 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval and Waiver of Permit Fee for Cub Scout Pack 229 Rocket Launch Event at Spring Valley Park

MEETING DATE: May 23, 2016

ITEM NUMBER: #6

MEETING/AGENDA:

ACTION xx

NONE

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

INITIATED BY: Floyd Shaffer

BOARD LIAISON: Joseph P. Walsh, Chairman

Community & Recreation Center Director

BACKGROUND:

Cub Scout Pack 229 has submitted a Facilities and Field Use request for the use of Spring Valley Park to hold their Annual Father's Day Rocket Launch on Sunday, June 19, 2016. Due to the nature of this use, Board of Supervisors' approval is required.

The specifics of the request have been reviewed and approved based on the stipulations outlined in the resolution with the relevant departments, including Planning and Zoning, Public Works, and Fire Services.

The Board approved their request for the same event in previous years, and included specific requirements that needed to be met in the resolution.

In the past, it has been the policy of the Board of Supervisors to waive permit fees for non-profit and religious organizations. The Township has received a request to waive the \$50.00 permit fee for their rocket launch.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

The Board approved the same request in previous years, including 2011-2015.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider approval of the Facilities and Field Use permit and waive the \$50 permit fee for Cub Scout Pack 229's annual rocket launch.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that Cub Scout Pack 229 shall be permitted the limited opportunity to conduct its Annual Father's Day Rocket Launch at Spring Valley Park on Sunday, June 19, 2016 from 12:00PM until 2:00PM under the following conditions:

1. Only rockets created by Cub Scout Pack 229 shall be launched.
2. All launches shall be conducted with direct supervision of an adult.
3. There must be a minimum 15' clearance around the launch pad.
4. Within one week prior to the Rocket Launch, Cub Scout Pack 229 shall produce a certificate of liability insurance (with a minimum limit in the amount of \$1 million) naming Montgomery Township as an additional insured.
5. Cub Scout Pack 229 shall secure the presence of the Fire Department of Montgomery Township truck during the launch period.

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 Park & Recreation

1001 Stump Road, Montgomeryville, PA 18936-9605
215-393-6900 • 215-855-6656 (Fax) • www.montgomerytwp.org
parkandrecreation@montgomerytwp.org

FACILITIES & FIELDS USE PERMIT APPLICATION

Please allow at least 30 days for review and confirmation. Once your permit has been approved, you will receive a copy of the approved permit, confirming your reservation. Bring your copy of the approved permit with you on the day of your function. Please note attached 1) Facilities & Field Use Policy, 2) Park Ordinance, and 3) Fee Schedule.

APPLICANT'S CONTACT INFORMATION

Organization Name: Cub Pack 229 Contact: (215) 412-9662 Event Date: 4/19/16

Start Time (including set-up): 12:30 PM End Time (including clean-up): 2:00 PM

Address: 104 Chestnut Drive Lansdale PA 19446

Community and Recreation Center Member Resident Non-Resident

Email Address: carolwfa@openm.org

Home Phone: 215 412 9662 Cell Phone: (215) 446-0507 Work Phone: (215) 368-9600 *EX 1354*

Requested Park (please select exact facility on reverse side): Spring Valley Park

Purpose/Reason for Use: Father's Day Racket League

Number of People expected: 50 Number of Cars expected: 20

Facility/Field Fee (refer to schedule of fees)*: _____

* 75% of group must consist of Township Residents in order to qualify as a resident group.

APPLICANT'S WAIVER & RELEASE

Indemnification

To the fullest extent permitted by law, Applicant agrees to defend, indemnify, pay on behalf of, and save harmless Montgomery Township, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other connected therewith, arising out of or connected to the Applicant's use or occupancy of the premises of Montgomery Township.

Waiver of Subrogation

To the fullest extent permitted by law, the Applicant and its employees, officials, volunteers, agents and representatives waive any right of recovery against Montgomery Township and their elected and appointed officials, officers, volunteers, consultants, agents and employees for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the Applicant's use or occupancy of the premises of Montgomery Township or arising out of Applicant's operations on, at or adjacent to any premises of Montgomery Township. Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of Montgomery Township and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Applicant shall advise its insurers of the foregoing and such waiver shall be provided under the Applicant's commercial property and liability insurance policies and the Applicant's workers compensation insurance policy, if any.

Damage to Property of the Applicant and Its Invitees

The Applicant and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to property of the Applicant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Montgomery Township.

[Signature]
Applicant's Signature

4/19/16
Date

Receipt

Please complete Page 2.

Required Information (Must be completed):

- Will you be bringing/installing any tents? **Y/N** If yes, how many? _____ What size? _____
- Will you be bringing a grill? **Y/N** If yes, how many? _____
- Any large equipment? (example, Moonbounce) Please specify: None

<p>William F. Maule Park at Windlestrae – Main:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Pavilion – Lights <input type="checkbox"/> Baseball Field – CHMF #1 – Lights <input type="checkbox"/> Baseball Field – CM #2 – Lights <input type="checkbox"/> Baseball Field – LL #3 <input type="checkbox"/> Baseball Field - #4 <input type="checkbox"/> Hennings Soccer Field <input type="checkbox"/> Soccer Field - #1 – Lights <input type="checkbox"/> Soccer Field - #2 – Lights 	<p>Spring Valley Park:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Pavilion – Lights <input type="checkbox"/> Baseball Field - TWP #1 <input type="checkbox"/> Baseball Field - #2 <input type="checkbox"/> Baseball Field - #3 <input type="checkbox"/> Baseball Field - #4 <input type="checkbox"/> Soccer Field - #1 <input type="checkbox"/> Soccer Field - #2 <input type="checkbox"/> Soccer Field - #3 <input type="checkbox"/> Soccer Field - #4 <input type="checkbox"/> Sand Volleyball Court <input type="checkbox"/> Street Hockey Court – Lights <input type="checkbox"/> (2) Basketball Courts – Lights - # of courts requested _____ <input type="checkbox"/> (4) Tennis Courts – Lights - # of courts requested _____
<p>William F. Maule Park at Windlestrae – Rose Twig:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Pavilion <input type="checkbox"/> Softball Field - #1 <input type="checkbox"/> Softball Field - #2 <input type="checkbox"/> Softball Field - #3 <input type="checkbox"/> Soccer Field - #1 <input type="checkbox"/> Soccer Field - #2 <input type="checkbox"/> Street Hockey Court <input type="checkbox"/> (2) Basketball Courts - # of courts requested _____ <input type="checkbox"/> (4) Tennis Courts - # of courts requested _____ 	<p>Fellowship Park:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Softball field <input type="checkbox"/> Soccer field <input type="checkbox"/> (4) Tennis Courts - # of courts requested _____ <input type="checkbox"/> Basketball Court <input type="checkbox"/> Volleyball Court
<p>William F. Maule Park at Windlestrae – Zehr:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Soccer Field - #1 <input type="checkbox"/> Soccer Field - #2 <input type="checkbox"/> Soccer Field - #3 	<p>Whistlestop Park:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Baseball Field - CM <input type="checkbox"/> Softball Field – Lights <input type="checkbox"/> Basketball Court <input type="checkbox"/> Street Hockey Court
<p>Whispering Pines Park:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Street Hockey Court <input type="checkbox"/> Basketball Court 	<p>Municipal Building (Gazebo) Park:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Gazebo

If requested park is not available, please list second choice _____

TOWNSHIP USE ONLY

Approve or Deny: _____ **Date:** _____

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Waiver of Permit Fee for the use of the Spring Valley Park Pavilion by the Boy Scouts of America Troop #547

MEETING DATE: May 23, 2016

ITEM NUMBER: #7

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Floyd Shaffer
Community & Recreation
Center Director

BOARD LIAISON: Michael J. Fox
Liaison to Park & Recreation Board

BACKGROUND:

Richard Roller, Scout Leader for Boy Scout Troop #547 has made a request for a waiver of permit fees associated with the Troop's use of the Spring Valley Park Pavilion one evening a week for two hours starting Tuesday June 14, 2016 through Tuesday September 13, 2016. According to the current Facility and Field Use Fee Schedule (attached), the weekly charge would be \$10, resulting in a maximum total charge of \$120 for the requested dates.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: In the past it has been the policy of the Board of Supervisors to waive permit fees for non-profit and religious organizations.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

RECOMMENDATION: Consider approval to waive the permit fees in the amount of \$120 associated with the use of the Spring Valley Park Pavilion by Boy Scouts of America Troop #547.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the request from Boy Scouts of America Troop #547 to waive permit fees in the amount of \$120 associated with the use of the Spring Valley Park Pavilion to be held Tuesdays, June 14, 2016 through September 13, 2016.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	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
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

Montgomery Township Facility & Field Use Fee Schedule

Pavilion / Gazebo	Basketball-Tennis-Volleyball Courts & Street Hockey	Baseball/Softball & Soccer Fields
<p align="center">Community Center Members: \$4 per hour</p> <p align="center">Resident (Non CC Members): \$5 per hour</p> <p align="center">Non Resident (Non CC Member): \$25 per hour</p>	<p align="center">Community Center Members: \$4 per hour</p> <p align="center">Resident (Non CC Members): \$5 per hour</p> <p align="center">Non Resident (Non CC Member): \$25 per hour</p>	<p align="center">Community Center Members: \$4 per hour</p> <p align="center">Resident (Non CC Members): \$5 per hour</p> <p align="center">Non Resident (Non CC Member): \$25 per hour</p>
Tournaments		
All Tournaments: May 1 – November 15: \$200 per field, per day		
Special Events		
<p>Payment submitted with permit.</p> <p>Permits are obtained through Montgomery Township’s Planning/Zoning Department.</p>		
Fundraising Events for Non-Profit Organizations		
No fee, as long as 100% of the proceeds, after expenses, are donated to a charitable organization.		

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Execute Agreement - Towing Contractor

MEETING DATE: May 23, 2016

ITEM NUMBER: #8

MEETING/AGENDA: WORK SESSION

ACTION **XX**

NONE

REASON FOR CONSIDERATION: Operational: **XX**

Policy:

Discussion:

Information:

INITIATED BY: J. Scott Bendig, Chief of Police

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

On November 19, 2015, a letter was received from Mr. Chester Chzanowski, owner of Syrena Collision Center, requesting consideration to serve as an authorized towing contractor for Montgomery Township. A review of documentation provided by Mr. Chzanowski shows that Syrena Collision Center has fulfilled the requirements for authorized towing contractors in accordance with Chapter 220 (reference Towing Contractors) in the Code of the Township of Montgomery.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

RECOMMENDATION: It is recommended the Board of Supervisors execute the Towing Agreement with Syrena Collision Center.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we that we hereby authorize Syrena Collision Center to serve as an authorized towing contractor for Montgomery Township.

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 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: Lawrence J. Gregan, Township Manager
From: J. Scott Bendig, Chief of Police 
Date: April 26, 2016
Re: Towing Contractor

On November 23, 2015, I received a letter from Chester Chrzanowski from Syrena Collision of Montgomeryville. Mr. Chrzanowski expressed an interest in becoming a towing contractor for Montgomery Township. Mr. Chrzanowski was provided a copy of the township's current ordinance, fee schedule, and boilerplate agreement for current towing contractors.

On March 7, 2016, Mr. Chrzanowski did provide documentation that Syrena Collision of Montgomeryville fulfills all requirements of an authorized towing contractor under the current township ordinance. An audit of this documentation was conducted by Highway Safety Officer David Dunlap. On April 19, 2016, Officer Dunlap concluded that Mr. Chrzanowski is in compliance with the aforementioned requirements.

It is my recommendation that Syrena Collision of Montgomeryville be added as an authorized towing contractor for Montgomery Township.

TOWING AGREEMENT

This agreement, made this _____ day of _____, 2016, by and between Montgomery Township, 1001 Stump Road, Montgomeryville, PA, 18936, (hereinafter referred to as Township) and Syrena Collision Center, Inc.
Syrena Collision and Towing, 691 Bethlehem Pike, Montgomerville, PA 18936
(hereinafter referred to as Contractor).

WITNESSETH

WHEREAS, Township solicited bid resumes for the removal of damaged, disabled, abandoned or snowbound vehicles of all types that have been deemed a hazard to the motoring public in Montgomery Township, Montgomery County, Pennsylvania, and to provide a safe storage of the vehicles until their disposition;

WHEREAS, Contractor submitted the resume in accordance with the Township specifications on or about this 19th day of November, 2015, and Contractor was a successful appointee; and

WHEREAS, the Township desires to engage the services of Contractor and Contractor desires to perform the services for the Township as outlined in the terms and conditions hereinafter set forth.

NOW, THEREFORE, in the consideration of the mutual covenants and promises contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

SCOPE OF WORK: For a period of three (3) years, Contractor shall, upon request of the Montgomery Township Police Department, remove vehicles of all types that are deemed a hazard to the motoring public of Montgomery Township. Contractor, being a licensed salvor by the State of Pennsylvania, shall provide a safe salvage yard for the storage of the above mentioned vehicles, within Montgomery Township, until their disposition. This agreement shall be nonexclusive. The Township may contract with other towing/ salvor companies. This includes damaged, disabled, abandoned or junked vehicles.

1. Specifications:
 - (a) Contractor shall provide properly licensed and operating equipment capable of handling up to Class 8, Maximum 26,000 lbs vehicles.
 - (b) Vehicle must be able to be moved by Contractor regardless of their state of damage.
 - (c) The towing vehicles listed as being provided by Contractor shall be maintained in operating condition or a suitable replacement made

so that the represented vehicles will be available for the purpose of and the duration of the contract.

- (d) In addition to the removal of vehicles, Contractor shall clean up at the scene of any traffic crash, removing broken glass, metal, and all debris as required by the Montgomery Township Police Officer at the scene. Absorbent material shall be utilized to remove any leaking fluids from vehicles involved in a crash or disabled vehicles.
- (e) Contractor shall provide services as needed, on a seven day a week, twenty-four hour a day basis. One telephone number shall be supplied to Montgomery Township Police Department for use in requesting service, which telephone shall be available at all times. Contractor must be available to release vehicles to owners, Monday to Friday 8:00 A.M. to 6:00 P.M. and Saturday 9:00 A.M. to 12:00 P.M. Outside of business hours and additional gate fee may be charged.
- (f) Contractors shall dispatch towing equipment in a timely fashion to ensure the equipment is on the scene within twenty (20) minutes of the call for assistance from the Montgomery Township Police Department. Failure to respond in the aforementioned time period will result in the calling of an alternate towing agency.
- (g) Contractor shall own or lease a salvage storage yard within Montgomery Township, in a properly secured area, sufficient in size for the storage of twenty (20) or more vehicles. The area shall be secured for the safe storage of towed vehicles and shall comply with all other related Township ordinances for the storage of vehicles, and shall be open for inspection by the Township and for pick-up of vehicles by owners provided they meet the conditions hereof. Authorized person(s) seeking to recover a towed vehicle shall have proper identification, and shall be permitted to remove their vehicles upon payment of proper fees.
- (h) Contractor shall not charge more than the established rate per the fee schedule. No fee shall be charged to the township for the towing of abandoned or salvage vehicles.
- (i) If more than one (1) Contractor is selected, they will work on a rotation basis prescribed by the Township Police Department.
- (j) All complaints against the Contractor will be investigated and recorded. Any one or more violations shall be sufficient cause to terminate this agreement and removal from the towing rotation.
- (k) The contractor shall acquire and maintain communications (two-way non-police radio frequency) equipment that is compatible with

that used by the Police Department (i.e.; cell phone). If the contractor has not complied with this specification within thirty days after the date of this Towing Contract, then the appointment of the Contractor and the Towing Contract shall become null and void and terminated upon written notice by the Township.

- (l) If a vehicle owner or lessee or other authorized representative of the owner or lessee requests the vehicle to be towed to another location, the Contractor shall advise the customer in advance of any charges in addition to the Towing Fee Scheduled.
- (m) If the Contractor is called by the Montgomery Township Police to perform any other services(s), the Contractor agrees to charge only the amount designated in the Towing Fee Schedule for that (those) service(s). No additional fees not listed shall be charged.
- (n) As required by Section 7301 of the Pennsylvania Vehicle Code, the Contractor shall comply with the requirements of that chapter, possess a salvor's certificate of authorization and be capable of performing the duties of a salvor in a manner consistent with the public interest. The Contractor shall file a copy of its/their salvor=s license with the police department.
- (o) The contractor shall pay workers employed in the performance of the Towing Contract not less than the prevailing minimum wage rate as determined for various crafts or classifications by applicable federal and state governmental agencies.

3. Qualifications of Contractor. Contractor shall:

- (a) Have its principal place of business and the equipment to be used in Montgomery Township.
- (b) Possess a Pennsylvania Certificate of Authorization as a Salvor.
- (c) Owner of towing agency must not have a criminal arrest or conviction history of a nature that would preclude this type of contract (e.g. deceptive business practices, theft.)

4. Insurance. Contractor shall be responsible for the care and protection of all vehicles and their contents when towing or storing towed vehicles, and shall be required to procure and maintain proper insurance coverage. Contractor shall supply a copy of current certificated of insurance from companies licensed to do business in the Commonwealth of Pennsylvania and acceptable to the Township, as follows:

- (a) Workers Compensation Insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard

"other states" coverage; employer's liability insurance or its equivalent with minimum limits of:

- \$100,000 each accident for bodily injury by accident;
- \$100,000 each employee for bodily injury by disease; and
- \$500,000 policy limit for bodily injury by disease.

- (b) Garage liability insurance for bodily injury and property damage, including loss of use, with minimum limits:
- \$1,000,000 each occurrence – other than auto;
 - \$2,000,000 annual aggregate – other than auto;
 - \$1,000,000 each occurrence – auto; and
 - \$1,000,000 each occurrence excess liability.

This insurance shall include coverage for all of the following:

- 1) Liability arising from garage operations;
- 2) Contractual liability;
- 3) Personal injury liability with a minimum limit of \$1,000,000 any one person or organization; (note: Either ISO form CA2508, Personal Injury Liability Coverage, or CA2514, Broadened Coverage – Garages is acceptable.)
- 4) Liability arising out of the ownership, maintenance or use of any auto;
- 5) Montgomery Township and its elected and appointed officials, officers and employees shall be included as additional insureds; and
- 6) Garage keepers legal liability with minimum limits of
 - \$200,000 each event – comprehensive (or specified causes of loss and;
 - \$200,000 each event – collision

And maximum deductibles of \$1,000 each auto, \$5,000 each event.

Montgomery Township shall be named as an additional insured on such policy. Thirty (30) days notice of cancellation of any such policies shall be provided to the Township.

If Contractor receives notice of cancellation or non-renewal of any or all of the coverages set forth above, Contractor shall notify Township of such Cancellation or non-renewal within two (2) working days of such receipt. Township, at its option, may require Contractor to cease all work under this agreement until coverage acceptable to Township is obtained by Contractor.

5. Contractor Default. In the event of the failure of Contractor to provide the work required hereunder or to comply with any of the terms of this Agreement, Township may upon forty-eight (48) hours written notice by certified mail, return receipt requested or personal delivery, terminate the contract and proceed as set forth in the specifications in the event of such

the event of such termination at the cost and expense of the Contractor. Township shall have the power to determine, at its sole discretion, that there has been a default or violation by Contractor as to any of the provisions of the Agreement or any part of the Contract documents.

6. **Liability for Subcontractors.** In the event Contractor is required to hire subcontractors to assist in the performance of any obligation under this contract the Contractor shall alone be liable for payment to the subcontractor for services rendered.
7. **Payment of Bills.** Contractor=s charges for services rendered by Contractor under this Agreement shall be submitted directly to the owner of the vehicle involved, in consideration for the work performed by Contractor under this Agreement. Township shall not be responsible for or pay any of the charges, cost or consideration set forth in the Agreement. The prices for towing services shall be as stated in the fee schedule of the Township, adopted by the Board of Supervisors by resolution, as amended from time to time. No additional fees shall be charged.
8. **Successors and Assigns.** Township and Contractor respectfully bind themselves, their successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such party in respect to covenants, agreements and obligations contained in this Agreement. Neither party to the contract shall assign the Contract in part or as a whole without the prior written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
9. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to any officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.
10. **Severability.** A provision or part of the Agreement held to be void or unenforceable under any law or order of court shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Township and Contractor.
11. **Entire Agreement.** This Agreement and all attachments shall constitute the entire integrated understanding between the parties and supersedes all prior and contemporaneous negotiations and agreements, whether oral or written, with respect to the subject matter herein. This Agreement may be amended only by a written instrument signed by both parties.

12. Forbearance Not a Waiver. Any forbearance by either party in executing any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
13. Prevailing Minimum Wage. Contractor agrees to pay workman employed in the performance of the Agreement not less than the prevailing minimum wage rate as determined for various crafts or classifications by the applicable federal and state governmental agencies.
14. Worker's Compensation. Contractor covenants and agrees to execute an affidavit accepting the provisions of the Worker=s Compensation Act of 1915, as amended, which affidavit shall be attached hereto and made part hereof.
15. Duration of Contract: this contract shall commence on June 1, 2016, and continue for a period of not more than three (3) years. The township may, within its sole discretion, renew such Towing Contract for any period from one (1) month to one (1) year by providing written notice thereof to the Contractor not less than sixty (60) days prior to the end of the initial term of any agreement. Notwithstanding anything to the contrary contained herein, the township may terminate the Towing Contract and the services rendered under such a Towing Contract upon written notice to the Contractor at any time with or without cause. The effective date of the termination shall be set forth in the notice.
16. Indemnification: Contractor shall indemnify and hold harmless Montgomery Township of any and all claims, liabilities, judgments, awards, or verdicts arising from the work performed or material supplied under this Agreement by Contractor, including interest, court cost and attorney=s fees.
17. Responsibilities: The towing companies shall be responsible for the following:
 - A. TRAFFIC CRASHES:

If persons involved do not have a preference for towing the the on-call tow company shall be contacted to tow the vehicle.

Tow company shall tow all damaged vehicles as directed by the senior Montgomery Township Police Officer at the scene of a traffic crash.

Said vehicles shall be towed to a designated location as directed by the vehicles owner, unless directed to another location by the senior Montgomery Township Police Officer at the scene.

The tow truck operator shall be responsible for the clearing of the roadway at the scene of any traffic crash. This includes the removal of large debris, glass, street sweeping, and utilizing oil dry to absorb any fluids that leaked from the crash vehicles.

B. IMPOUNDED VEHICLES:

Tow company shall tow all vehicles impounded by the Montgomery Township Police Department to their respective business locations within Montgomery Township, or to the Montgomery Township Police Administration Building.

Impounded vehicles are all vehicles that Montgomery Township Police Officers have designated as such due to equipment violations, criminal arrests, seized for investigation, or other purposes.

C. ABANDONED / JUNK VEHICLES:

Tow company shall tow all vehicles that have been properly tagged and processed by Montgomery Township Police Officers to their respective business locations within Montgomery Township at no cost to the township.

The tow company shall work in a cooperative manner with the designated Montgomery Township Abandoned Vehicle Officer.

The tow company shall be responsible for the proper completion of all PENNDOT abandoned vehicle forms, advertising and proper disposal of said vehicles.

D. POLICE AND OTHER TOWNSHIP VEHICLES:

The tow company shall tow disabled police vehicles or other township vehicle to a location as directed by the senior Montgomery Township Police Officer at the scene.

E. TOWING FEES:

The tow company shall only charge fees as listed on the towing fee schedule. Excessive billing or towing fees shall be grounds for removing a tow company as an authorized tow company within Montgomery Township. Only fees listed on the towing fee schedule shall be charged. Towing fees shall be established yearly.

F. STORAGE FEES:

The tow company shall only charge storage fees as listed on the towing fee schedule. Excessive billing or storage fees shall be grounds for removing a tow company as an authorized tow company within Montgomery Township. Storage fees shall be established yearly.

G. **ADDITIONAL RESPONSIBILITIES;**

The tow company shall be responsible for the proper removal of any and all vehicles as directed by a Montgomery Township Police Officer. Damage to any vehicle being towed shall be reported to the Montgomery Township Police Officer at the scene and the tow company shall be responsible for all damages and repairs.

The tow company shall be responsible for the proper storage and safe keeping of all towed vehicles and property contained therein.

The tow company shall ensure that they maintain a valid Certificate of Authorization to tow, store and dispose of abandoned vehicles under authorization of the Pennsylvania Motor Vehicle Code, Chapter 73. MV-951 (04-03) form.

H. **RECORD KEEPING:**

The towing contractor shall maintain a ledger of all business conducted at the request of the township. The required Aledger@ will be provided by the Township.

The required information for vehicles towed on behalf of the Township shall include:

1. Date/time of call
2. Location of call
3. Description of vehicle, including license plate number and state of issuance.
4. Location where vehicle was towed.
5. Tow, storage and any other charges.
6. Disposition: released to owner/agent, abandoned, etc.
7. Any additional information deemed necessary by the towing contractor.

The towing contractor shall make all business records, pertaining to business conducted at the request of the Township, available to the Township Manager or his/her designee for audit review, on demand, or in the event that the Township must investigate a complaint.

The towing contractor shall present to the Police Department on a quarterly basis, a copy of the ledger of all business conducted at the request of the Township.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed on the day and date first above written.

Attest:

Montgomery Township:

By: _____

By: _____

Lawrence J. Gregan, Township
Manager/Secretary

Joseph P. Walsh, Chairman

Attest/Witness:

Contractor:

By: _____

By: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lacher & Associates Ins Agy Inc. Lacher Insurance Group, LLC 632 East Broad Street Souderton, PA 18964	CONTACT NAME: PHONE (A/C, No, Ext): (215) 723-4378		FAX (A/C, No): (215) 723-8604
	E-MAIL ADDRESS:		
INSURED Syrena Collision Center, Inc. Syrena Collision and Towing 691 Bethlehem Pike Montgomeryville, PA 18936	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Erie Insurance Exchange		26271
	INSURER B : Erie Insurance Co. of NY		16233
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I-TR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC. OTHER:		Q46-0650463	10/06/2015	10/06/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> GARAGE PREMISES		Q10-0680152	10/06/2015	10/06/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$		Q34-0670110	10/06/2015	10/06/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	Q94-5600168	10/06/2015	10/06/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

POLICY Q10-0680152 INCLUDES:
CUSTOMERS AUTOS - DIRECT PRIMARY
COMPREHENSIVE \$1,000 DED/AUTO \$5,000 DED/LOSS LIMIT \$200,000
COLLISION \$1,000 DED/AUTO LIMIT \$200,000

Montgomery Township is included as Additional Insured under Auto Liability Policy.

CERTIFICATE HOLDER

CANCELLATION

Montgomery Township
1001 Stump Rd
Montgomeryville, PA 18936

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Chad E. Lach



SYRENA COLLISION CENTER, INC.

Phone: (215) 361-1900

FAX: (215) 362-8373

November 19, 2015

Dear Chief Bendig,

Syrena Collision has been in business for 18 years at our location at 691 Bethlehem Pike, Montgomeryville and Syrena Auto Body since 1976 at our location at 6201 Oxford Ave, Phila.

We at Syrena are interested in towing for Montgomery Township. I have received and understand the requirements of the towing agreement and assure you that we can abide by the contract.

I would be grateful if you would consider Syrena for towing of the township. If you should have any questions or concerns, please feel free to contact me at 215-361-1900

Thank you in advance for your time.

Chester Chrzanowski

691 Bethlehem Pike (Rt #309)
Montgomeryville, Pennsylvania 18936

Date : April 19th, 2016
To : Chief J Scott Bendig
From : Ofc David Dunlap
RE : Towing Contractors

I have reviewed the attached information provided by Mr Chester Chrzanowski of Syrena Collision, 691 Bethlehem Pike, Montgomeryville, Pa, 18936, telephone 215-361-1900, who has applied to Montgomery Township to provide contractual services as an authorized towing contractor, as provided pursuant to Chapter 220 of the Code of Montgomery Township, entitled "Towing Contractors".

I have verified that Mr Chrzanowski is in compliance with the requirements set forth in Chapter 220, as it relates to:

- salvage storage yard location
- possession of salvor's certificate
- criminal history
- assignment of DOT # (#2867197)
- proper insurance coverage*: Garage liability
Commercial general liability
Business auto liability
Workers compensation

*Insurance coverage verified with Ms April Clemmer, of Lacher & Associates, 632 E Broad Street, PO Box 64398, Souderton, Pa 18964, telephone 215-723-4378

Currently, Syrena Collision does not have a tow vehicle/equipment capable of towing up to a Class 8 vehicle (this is a vehicle having a gross weight of 21,001 to 26,000 lbs). Syrena currently has one flatbed tow truck, that being an Isuzu with a GVWR of 19,500 lbs (this truck could possibly handle a Class 6 vehicle, having a weight of 14,001 to 17,000 lbs). Mr Chrzanowski was advised of the towing capability requirements (on 3/21/2016), and it was suggested that Syrena Collision have more than only one tow vehicle (in the case of multiple tow requests at one time). Syrena Collision may initially still be in compliance with Montgomery Township's Towing Agreement as it relates to having towing equipment capable of towing up to Class 8 vehicles, as Section #6 states : "Liability for Subcontractors. In the event Contractor is required to hire subcontractors to assist in the performance of any obligation under this contract...".

Please review all attachments. If there should be any questions or concerns with regards to this issue, please let me know.

**COMMONWEALTH OF PENNSYLVANIA
SALVOR CERTIFICATE OF AUTHORIZATION**

Attached is your Certificate of Authorization to act as a Salvor according to the Vehicle Code. Please detach the Certificate of Authorization and prominently display within your place of business.

In the case of any change of address or ownership, you must notify the Department within 5 business days of the pending change. If you discontinue business, this Certificate of Authorization must be surrendered to the Department immediately, along with the date the business closed.

Return Address:
Bureau of Motor Vehicles
Abandoned Vehicle Unit
PO Box 68594
Harrisburg, PA 17106-8594

Detach At Perforation

Detach At Perforat:



**COMMONWEALTH OF PENNSYLVANIA
CERTIFICATE OF AUTHORIZATION AS A SALVOR
SALVOR ID: 0146**

This Certificate of Authorization is nonassignable and nontransferable

Expiration December 31st, 2016

**SYRENA COLLISION & TOWING
691 BETHLEHEM PIKE
MONTGOMERYVL PA
18936**

A handwritten signature in cursive script, appearing to read "Anita M. Wasko".

**Anita M. Wasko
Bureau Director**

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization for Disposal of Township Police Department Equipment

MEETING DATE: May 23, 2016 ITEM NUMBER: #9

MEETING/AGENDA: WORK SESSION ACTION **XX** NONE

REASON FOR CONSIDERATION: Operational: **XX** Policy: Discussion: Information:

INITIATED BY: J. Scott Bendig, Chief of Police BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

In October 2013, the Police Department purchased a Remington Model 40XS .308 Caliber Bolt Action rifle for \$5,199.00. This rifle, an approved capital replacement item in the 2013 Budget, was utilized by department personnel assigned to the sniper element of the Montgomery County SWAT-CR Team. Recent departures and assignment changes on the Team have made continued ownership of the rifle unnecessary.

The Plymouth Township Police Department has expressed interest in purchasing the rifle at a price of \$4,000.00. Under the Township's Disposal Policy for Personal Property any property estimated to be worth \$1,000.00 or more must be approved by the Board of Supervisors in accordance with the Second Class Township Code. The bidding and advertising requirements set forth in the Second Class Township Code do not apply for the sale of personal property to any municipal corporation.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

RECOMMENDATION: It is recommended the Board of Supervisors approve the sale of the Remington Model 40XS .308 Caliber Bolt Action rifle to the Plymouth Township Police Department for an agreed upon price of \$4,000.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we that we hereby authorize the sale of the Remington Model 40XS .308 Caliber Bolt Action rifle to the Plymouth Township Police Department for \$4,000.00.

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 Approval of Unbudgeted Expenditure - Police Safety Equipment

MEETING DATE: May 23, 2016

ITEM NUMBER: #10

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX

Policy:

Discussion:

Information:

INITIATED BY: J. Scott Bendig, Chief of Police

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

The Police Department is proposing the purchase of standardized weapon mounted lighting systems and holsters for each of the uniformed officer's sidearm. These systems would enhance the officer's abilities in poor lighting conditions during high risk situations. The new holsters would be purchased to accommodate these lighting systems.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: It is requested that funds received from a recent sale of a rifle to Plymouth Township Police Department be combined with supplemental appropriations to offset the costs of this unbudgeted expenditure.

RECOMMENDATION:

It is recommended the Board of Supervisors approve the purchase of the weapon mounted lighting systems and holsters for each of the uniformed officer's sidearm at a cost of \$6,421.50 from Atlantic Tactical in accordance with their quote dated May 9, 2016.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors that we hereby approve the purchase of weapon mounted lighting systems and holsters for each of the uniformed officer's sidearm at a cost of \$6,421.50 from Atlantic Tactical in accordance with their quote dated May 9, 2016.

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.



ATLANTIC TACTICAL™

OUTFITTING AMERICA'S HEROES

7970 State Road, Philadelphia, PA 19136
215-632-0341 • FAX 215-632-0639

REMIT TO: 763 Corporate Circle, New Cumberland, PA 17070

SALES QUOTE

SQ-80464655

5/9/2016



Customer	Contact	Ship To
Montgomery Twp PD (PA) W Peoples 1001 Stump Rd MONTGOMERYVILLE PA 18936 Tel: (215)-362-2301 Fax: (215)-362-6383		Montgomery Twp PD (PA) William Peoples 1001 Stump Rd MONTGOMERYVILLE PA 18936 Tel: (215)-362-2301 Fax: (215)-362-6383

Account	Terms	Due Date	Account Rep	Schedule Date
245059	NET 30	6/8/2016	Michael Langella	5/9/2016

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-80464655	DAVIS	QUOTE-HOLSTERS	FDX G Ground	1	5/17/2016 12:00:19 PM

L	Item	Description	Qty	Price	UM	Discount	Amount
1		**THIS IS A QUOTE FOR SGT. GLEN DAVIS**					
2							
3	DOR-SAFARILAN	Safariland DOR	1	\$0.00	EA		\$0.00
4							
5	Product	Safari 7TS ALS/SLS III Holster w Light-FINISH:SafariSeven Plain-Black WEAPON:Glock 22 w TLR1, X200/X300 HAND:Right Hand w/ Quick Kit 1 (QLS 19 & QLS 22) 7360-832-411-MS30	27	\$97.53	EA		\$2,633.31
6	Product	Safari 7TS ALS/SLS III Holster w Light-FINISH:SafariSeven Plain-Black WEAPON:Glock 22 w TLR1, X200/X300 HAND:Left Hand w/ Quick Kit 1 (QLS 19 & QLS 22) 7360-832-412-MS30	3	\$97.53	EA		\$292.59
7	STR-TRL1-HL	Streamlight TLR-1 HL w Lithium Batteries	30	\$116.52	EA		\$3,495.60
8	SH	SHIPPING/HANDLING	1	\$0.00	EA		\$0.00
9		PRICED PER PA STATE CONTRACT 4400013170					

Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when ordering or if you have any questions. Please feel free to call, fax, or email for any questions or other pricing requests you may have.

Thank You Again,

Tax Details

EXEMPT \$0.000
EXEMPT-CLOTHING \$0.000

Payment Details

01/01/00 No Payment History

Taxable

Total Tax

Exempt

Total

Balance

\$0.00

\$0.00

\$6,421.50

\$6,421.50

\$6,421.50

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Recognizing and Congratulating the Montgomery County Public Works Association on its 50th Anniversary.

MEETING DATE: May 23, 2016

ITEM NUMBER: #11

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational:

Policy:

Discussion:

Information: XX

INITIATED BY: Kevin A. Costello
Director of Public Works

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

The Montgomery County Public Works Association is a non-profit organization that was founded in 1966 by a dedicated group of Public Works Professionals and is celebrating its 50th Anniversary this year. The overall goal of the Association is to continually improve public works services, find and implement cost saving measures and educate their employees throughout the Municipalities in Montgomery County and surrounding areas. The Association is requesting that all member Municipalities pass the attached resolution which will be displayed at the Association's 50th Anniversary Celebration in Horsham Township in October of this year.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

RECOMMENDATION:

Recognize and Congratulate the Montgomery County Public Works Association on its 50th Anniversary.

MOTION/RESOLUTION:

See attached.

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

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. _____

A RESOLUTION OF THE TOWNSHIP OF MONTGOMERY RECOGNIZING AND CONGRATULATING THE MONTGOMERY COUNTY PUBLIC WORKS ASSOCIATION ON ITS 50TH ANNIVERSARY.

WHEREAS, the Montgomery County Public Works Association was founded in 1966 by a group of concerned municipal officials and like-minded vendors of public works related supplies, equipment and services; and

WHEREAS, the goals established for the Association by these founding fathers were to advance the theory, practice and implementation of the design, construction, maintenance, administration and operation of public works facilities and services; and

WHEREAS, the Association has maintained and continues to further these goals by educating, training and disseminating information and experiences to public works professionals throughout Montgomery County and the surrounding areas; and

WHEREAS, the Association continues in its efforts to promote improved practices in the field of public works and to encourage public works officials to strive for a continually higher standard; and

WHEREAS, through the Association's sustained efforts municipalities, municipal public works departments and the community as a whole, have received immeasurable benefit;

NOW THEREFORE, the Board of Supervisors of Montgomery Township wishes to recognize and congratulate the Montgomery County Public Works Association on this, the year of its 50th Anniversary.

RESOLVED this 23th day of May, 2016

MOTION BY:

VOTE:

SECOND BY:

BOARD OF SUPERVISORS OF
MONTGOMERY TOWNSHIP

by: _____
Joseph P. Walsh, Chairman
Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

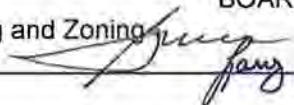
SUBJECT: Consider Acceptance of the Start of Maintenance Period and Escrow Release #3- LD/S #642
- General Hancock Partnership Hotels

MEETING DATE: May 23, 2016 **ITEM NUMBER:** #12

MEETING/AGENDA: WORK SESSION **ACTION XX** NONE

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

INITIATED BY: Bruce Shoupe **BOARD LIAISON:** Joseph P. Walsh
Director of Planning and Zoning Chairman



BACKGROUND:

Brian Grant has requested that the eighteen month maintenance period for the General Hancock Hotels project begin, therefore, the Board needs to publicly accept the start of the maintenance period. They have also requested an escrow release in the amount of \$217,485.26. This would deplete the original escrow account. This release would be contingent upon the developer providing the 18 month maintenance surety in an amount of \$155,096.24, which is 15% of the original total escrow. This will be held for a period of 18 months until November 23, 2017. The Township Engineer recommends that this release #3 be made and the maintenance period begin.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTION:

Accept the start of the maintenance period for this project and release the balance of the escrow account.

BUDGET IMPACT: None.

RECOMMENDATION:

That the start of the maintenance period for this project be accepted and the escrow be released.

MOTION/RESOLUTION:

The Resolution is attached. The Board of Supervisors hereby authorize a construction escrow release in the amount of \$217,485.26 and the start of the maintenance period as recommended by the Township Engineer for the General Hancock Hotels project, contingent upon the receipt of a maintenance surety in the amount of \$155,096.24, and payment of all invoices.

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.

Resolution #

WHEREAS, a request for the start of the maintenance period and release of escrow was received from Brian Grant for the General Hancock Hotels project (LDS#642), on the representation that work set forth in the land development agreement to that extent has been completed; and

WHEREAS, said land development agreement states that the Township is entitled to retain fifteen percent of escrow to serve as an eighteen month completion guaranty, upon final inspection by the Township Engineer. The maintenance guaranty should be in the amount of \$155,096.24, which is 15% of the original escrow amount; and

WHEREAS, the developer has requested the release of the Letter of Credit, in the amount of \$217,485.26. This release would be contingent upon the developer submitting a maintenance surety in the amount of \$155,096.24. All Township Consultant fees must be paid prior to the release of this Letter of Credit.

WHEREAS, all public improvements have been completed, but will need to be inspected before the end of the eighteen month maintenance period, prior to the release of the 15% maintenance guaranty.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby acknowledge that the start of the maintenance period is May 23, 2016, and will continue for a time of eighteen months or until November 23, 2017.

BE IT ALSO RESOLVED, that we hereby authorize Escrow Release #3 of \$217,485.26, from the applicant's construction escrow account once all bills have been paid and the maintenance surety has been received.

MOTION BY:

SECOND BY:

VOTE:

DATE:

xc: Applicant, F. Bartle, J. Dougherty, B. Shoupe, M. Stoerrle, Minute Book, Resolution File. File

Released By Department Director _____



Chambers Associates, Inc.
Civil Engineers & Surveyors
2962 Skippack Pike
P.O. Box 678
Worcester, PA 19490
484-991-8187
staff@chambersassoc.com

November 6, 2015

Mr. Lawrence Gregan, Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

Subject: General Hancock Hotels
C.A. Job #105-412R / TWP. REF. #LD/S-642A

Dear Mr. Gregan:

As requested, we have completed a Final Observation on November 3, 2015, at the above referenced project. The following was noted:

- There are no outstanding issues at this time.

Upon receipt of Final Observation letters, with no outstanding issues, from Boucher & James for landscaping and from Traffic Planning & Design for site lighting, we can recommend start of the Maintenance Bond.

If you require any additional information concerning this matter, please contact us.

Very truly yours,

Joseph P. Hanna, P.E.

/jvr

C via e-mail: Marita Stoerrle, Montgomery Township
Bruce Shoupe, Montgomery Township
Marianne McConnell, Montgomery Township
Valerie Liggett, Boucher & James
Clayton Heckler
Brian C. Grant



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY
INNOVATIVE ENGINEERING

Mountaintop Professional Building
1456 Ferry Road, Building 500
Doylestown, PA 18901
717-345-9400
Fax 717-345-9401

2700 Rimrock Drive
Stroudsburg, PA 18360
610-629-0300
Fax 610-629-0300

559 Main Street, Suite 210
Bethlehem, PA 18018
610-419-9407
Fax 610-419-9408

www.bjengineers.com

December 11, 2015

Mr. Joseph P. Hanna, P.E.
Chambers Associates, Inc.
2962 Skippack Pike
P.O. Box 678
Worcester, PA 19490-0678

**SUBJECT: GENERAL HANCOCK HOTELS / STAYBRIDGE SUITES
START OF MAINTENANCE PERIOD INSPECTION
TOWNSHIP LD/S NO. 642A
PROJECT NO. 0755241R1**

Dear Mr. Hanna:

Please be advised that on October 26, 2015, November 24, 2015, and December 10, 2015 in response to a request for a start of maintenance inspection from Brian Grant of Whitehall Homes dated October 23, 2015, I conducted inspections of plant material in accordance with the approved landscape plan prepared by Schlosser & Clauss dated June 6, 2012 and last revised September 12, 2012.

All landscape material has been provided in accordance with the approved landscape plans, and is of acceptable size, species and condition to begin the maintenance period and to release all associated escrow funds. The maintenance period will begin only upon authorization of the Board of Supervisors at their regularly scheduled meeting.

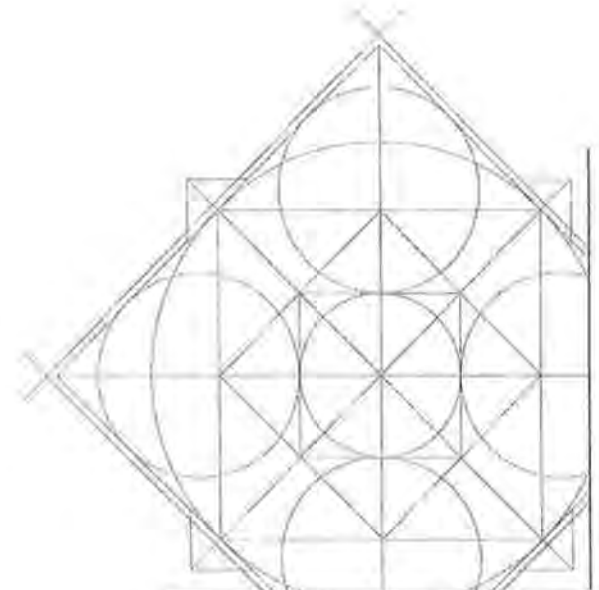
Sincerely,

Valerie L. Liggett, ASLA, R.L.A.
Planner/Landscape Architect
ISA Certified Arborist

VLL/kam

cc: Board of Supervisors
Lawrence Gregan, Township Manager
Bruce Shoupe, Director of Planning and Zoning
Marita Stoerrle, Development Coordinator
Marianne McConnell, Deputy Zoning Officer
Brian Grant, Select Properties
David E. Clarke, Clarke's Landscaping

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ESCROW FORM
PROJECT: GENERAL HANCOCK HOTELS

TWP/BORO: Montgomery
DATE: 03/11/13

\$319,158.67 AMOUNT PAYABLE
\$816,489.70 TOTAL RELEASED TO DATE

\$1,033,974.96 ORIGINAL ESCROW AMOUNT
\$497,331.03 PRIOR ESCROW RELEASED
\$319,158.67 CURRENT ESCROW RELEASE REQUEST
\$217,485.26 BALANCE AFTER CURRENT RELEASE

RELEASE #:

2

ESTIMATED COMPLETION DATE :

JOB #:	ITEM	UNIT PRICE	ESCROW QUANTITY	UNIT	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL
105-412R									
	<u>Site Preparation</u>								
	Construction Entrance	\$1,100.00	2	ea	\$2,200.00	1.00	\$1,100.00	2	\$2,200.00
	Super Silt Fence	\$2.50	620	lf	\$1,550.00		\$0.00	620	\$1,550.00
	18" Silt Fence	\$1.75	600	lf	\$1,050.00		\$0.00	600	\$1,050.00
	Silt Sock	\$4.75	390	sf	\$1,852.50		\$0.00	390	\$1,852.50
	Remove Curb & Stockpile	\$5.00	370	lf	\$1,850.00		\$0.00	370	\$1,850.00
	Remove Existing Speed Hump	\$700.00	1	ls	\$700.00		\$0.00	1	\$700.00
	"No Construction Traffic" Sign	\$135.00	1	ls	\$135.00		\$0.00	1	\$135.00
	Diversion Berm	\$650.00	3	ea	\$1,950.00		\$0.00	3	\$1,950.00
	<u>Rough Grade Site</u>								
	Cut to Fill	\$3.60	7030	cy	\$25,308.00		\$0.00	7030	\$25,308.00
	Cut to Stockpile	\$3.20	5230	cy	\$16,736.00		\$0.00	5230	\$16,736.00
	Temp Mulch Stockpile	\$1,600.00	1	ls	\$1,600.00	1	\$1,600.00	1	\$1,600.00
	<u>Storm Sewer</u>								
	15" HDPE	\$40.00	1121	lf	\$44,840.00		\$0.00	1121	\$44,840.00
	18" HDPE	\$47.00	195	lf	\$9,165.00		\$0.00	195	\$9,165.00
	24" HDPE	\$54.50	502	lf	\$27,359.00		\$0.00	502	\$27,359.00
	Type C Inlet	\$1,575.00	19	ea	\$29,925.00		\$0.00	19	\$29,925.00
	Type M Inlet	\$1,435.00	6	ea	\$8,610.00		\$0.00	6	\$8,610.00
	Type C Inlet Mod	\$2,275.00	5	ea	\$11,375.00		\$0.00	5	\$11,375.00
	Convert Exist Inlet to Manhole	\$1,150.00	4	ea	\$4,600.00		\$0.00	4	\$4,600.00
	Convert Existing Type C to Type M	\$500.00	1	ea	\$500.00		\$0.00	1	\$500.00
	Raise Existing Inlet	\$500.00	1	ea	\$500.00		\$0.00	1	\$500.00
	Tie into Existing Inlet	\$625.00	2	ea	\$1,250.00		\$0.00	2	\$1,250.00
	Inlet Protection	\$105.00	30	ea	\$3,150.00	22	\$2,310.00	30	\$3,150.00
	<u>Revise Underground Basin</u>								
	Remove Existing Pipe & Box	\$7,500.00	1	ls	\$7,500.00		\$0.00	1	\$7,500.00
	15" HDPE	\$42.50	50	lf	\$2,125.00		\$0.00	50	\$2,125.00
	Tunnel Existing Electric & Gas	\$1,875.00	1	ls	\$1,875.00		\$0.00	1	\$1,875.00
	Tie into Existing Inlet	\$1,875.00	1	ls	\$1,875.00		\$0.00	1	\$1,875.00
	Revise Existing 48" Pipe Layout	\$36,800.00	1	ls	\$36,800.00		\$0.00	1	\$36,800.00
	<u>Fine Grade Building Pads</u>								
	Restaurant Building Pad	\$0.20	8500	sf	\$1,700.00		\$0.00	8500	\$1,700.00
	Hotel - 114 Unit	\$0.10	27000	sf	\$2,700.00		\$0.00	27000	\$2,700.00
	Hotel - 122 Unit	\$0.10	24800	sf	\$2,480.00		\$0.00	24800	\$2,480.00
	<u>Concrete Work</u>								
	Concrete Curb 18"	\$15.00	4700	lf	\$70,500.00	2313	\$34,695.00	4076	\$61,140.00
	Curb in Existing Pavement	\$45.00	145	lf	\$6,525.00		\$0.00	145	\$6,525.00
	Sidewalk Removal	\$3.00	304	sf	\$912.00		\$0.00	304	\$912.00
	Sidewalk Installation	\$5.50	1260	sf	\$6,930.00	500	\$2,750.00	1000	\$5,500.00
	Handicap Ramps w/ Domes	\$175.00	8	ea	\$1,400.00	3	\$525.00	8	\$1,400.00
	<u>Raised Crosswalk</u>								
	Remove Existing Curb	\$7.00	20	lf	\$140.00		\$0.00	20	\$140.00
	Remove Existing Sidewalk	\$2.50	80	sf	\$200.00		\$0.00	80	\$200.00
	Curb (In Existing Pavement)	\$40.00	20	lf	\$800.00		\$0.00	20	\$800.00
	Sidewalk/Handicap Ramp	\$13.50	96	sf	\$1,296.00		\$0.00	96	\$1,296.00

ESCROW FORM
PROJECT: GENERAL HANCOCK HOTELS

TWP/BORO: Montgomery
DATE: 03/11/13

\$319,158.67 AMOUNT PAYABLE
\$816,489.70 TOTAL RELEASED TO DATE

\$1,033,974.96 ORIGINAL ESCROW AMOUNT
\$497,331.03 PRIOR ESCROW RELEASED
\$319,158.67 CURRENT ESCROW RELEASE REQUEST
\$217,485.26 BALANCE AFTER CURRENT RELEASE

RELEASE #:

2

ESTIMATED COMPLETION DATE:

JOB #:	ITEM	UNIT PRICE	ESCROW QUANTITY	UNIT	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL
105-412R	Raised Crosswalk	\$2,450.00	2	ea	\$4,900.00	1	\$2,450.00	2	\$4,900.00
	<u>Stone & Asphalt</u>								
	Fine Grade	\$1.00	15835	sy	\$15,835.00	7615	\$7,615.00	13597	\$13,597.00
	4" 2A Modified Stone Base	\$3.15	15835	sy	\$49,880.25	7615	\$23,987.25	13597	\$42,830.55
	5" Superpave 25mm Base	\$14.45	15835	sy	\$228,815.75	7615	\$110,036.75	13597	\$196,476.65
	Sweep	\$0.20	15835	sy	\$3,167.00	5230	\$1,046.00	11212	\$2,242.40
	Tack Coat	\$0.40	15835	sy	\$6,334.00	5230	\$2,092.00	11212	\$4,484.80
	1.5" Superpave 9.5mm Wearing	\$5.60	15835	sy	\$88,676.00	5230	\$29,288.00	11212	\$62,787.20
	<u>Lawn Restoration</u>								
	Respread Topsoil	\$0.15	50000	sf	\$7,500.00	37500	\$5,625.00	50000	\$7,500.00
	Curb Islands	\$600.00	8	ea	\$4,800.00		\$0.00	3	\$1,800.00
	Rake, Seed, & Mulch	\$0.10	59000	sf	\$5,900.00	44250	\$4,425.00	59000	\$5,900.00
	<u>Site Lighting</u>								
	Site Lighting	\$64,100.00	1	ls	\$64,100.00	0.56	\$35,896.00	0.94	\$60,254.00
	<u>Landscaping</u>								
	Acer Rubrum	\$344.50	5	ea	\$1,722.50		\$0.00	2	\$689.00
	Acer Rubrum Autumn Flame	\$371.00	57	ea	\$21,147.00	31	\$11,501.00	43	\$15,953.00
	Acer Saccharum	\$397.50	5	ea	\$1,987.50	2	\$795.00	5	\$1,987.50
	Fraxinus Americana	\$318.00	53	ea	\$16,854.00	28	\$8,904.00	37	\$11,766.00
	Fraxinus Pennsylvanis	\$318.00	16	ea	\$5,088.00	13	\$4,134.00	15	\$4,770.00
	Quercus Borealis	\$424.00	12	ea	\$5,088.00	6	\$2,544.00	6	\$2,544.00
	Quercus Pafustris	\$344.50	7	ea	\$2,411.50	1	\$344.50	1	\$344.50
	Quercus Coccinea	\$318.00	21	ea	\$6,678.00	19	\$6,042.00	21	\$6,678.00
	Eounymus Alatus Compactus	\$41.20	11	ea	\$453.20	6	\$247.20	7	\$288.40
	Viburnum Dentatum	\$32.96	64	ea	\$2,109.44	43	\$1,417.28	52	\$1,713.92
	Ilex Verticillata	\$38.11	60	ea	\$2,286.60	47	\$1,791.17	48	\$1,829.28
	Rake & Seed	\$0.08	114125	sf	\$9,130.00	85594	\$6,847.52	114125	\$9,130.00
	<u>Miscellaneous</u>								
	Line Striping	\$12,000.00	1	ls	\$12,000.00	0.45	\$5,400.00	0.8	\$9,600.00
	Traffic Signs	\$125.00	2	ea	\$250.00		\$0.00	2	\$250.00
	As-Built Drawings	\$15,900.00	1	ls	\$15,900.00		\$0.00	0	\$0.00
	Construction Stakeout	\$15,000.00	1	ls	\$15,000.00	0.25	\$3,750.00	1	\$15,000.00
	ESCROW SUBTOTAL				\$939,977.24		\$319,158.67		\$816,489.70
	10% CONTINGENCY	\$93,997.72	1	ls	\$93,997.72				
	ESCROW TOTAL				\$1,033,974.96				
	Engineering and Legal Cash Escrow				\$50,000.00				

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Advertise – Public Hearing – Conditional Use #C-65
Hawthorn Development, LLC – Doylestown Pike

MEETING DATE: May 23, 2016 ITEM NUMBER: #13

MEETING/AGENDA: WORK ACTION XX NONE

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

INITIATED BY: Bruce Shoupe BOARD LIAISON: Joseph P. Walsh
Director of Planning and Zoning Chairman

BACKGROUND:

Attached is an application for conditional use from Hawthorn Development, LLC. The applicant is proposing to develop the property, located on Doylestown Pike, as a Congregate Care/Independent Senior Living facility, including a main building with 144 suites, 2 manager units and 12 cottage units and associated improvements. This is designed exclusively for persons 62 years of age and older. This use is permitted by conditional use within the BP-Business Office and Professional District.

A public hearing on conditional use applications must be held within 60 days of the receipt of the application or in this case by July 4, 2016.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

The Board approved an amendment to the BP Zoning District, which provides for Congregate Care/Independent Senior Living on March 28, 2016.

ALTERNATIVES/OPTIONS:

The Board must authorize the advertising of a Conditional Use public hearing in accordance with Section 205-156.2 of our Zoning Code for this application within 60 days of receipt of the application, unless the Applicant has agreed, in writing, to an extension of this time.

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that a public hearing be advertised for the meeting of June 27, 2016.

MOTION/RESOLUTION:

The resolution is attached.

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.

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby set Monday, June 27, 2016, after 8:00 p.m., in the Township Building as the date, time and place for a Public Hearing to consider the Conditional Use application of Hawthorn Development, LLC. The applicant is proposing to develop the property, located on Doylestown Pike, as a Congregate Care/Independent Senior Living facility, including a main building with 144 suites, 2 Manager units and 12 cottage units and associated improvements. This is designed exclusively for persons 62 years of age and older. This use is permitted by conditional use within the BP-Business Office and Professional District.

BE IT FURTHER RESOLVED that the Township Solicitor be authorized to advertise said public hearing date and time.

MOTION BY:

SECOND BY:

DATE:

VOTE:

xc: Applicant, J. Garrity, F. Bartle, B. Shoupe, M. Stoerrle, Minute Book, Resolution File, File

Wisler Pearlstine, LLP

C-65

Offices in Blue Bell + Newtown

Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, Pennsylvania 19422-2323
610.825.8400 + Fax 610.828.4887
www.wislerpearlstine.com

Scott C. Denlinger, Esquire
sdenlinger@wispearl.com

May 5, 2016

RECEIVED

MAY 05 2016

MONTGOMERY TOWNSHIP

Via Hand Delivery

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

RE: Hawthorn Development Conditional Use Application

Dear Bruce:

As you know, on March 28, 2016 the Montgomery Township Board of Supervisors passed Ordinance No. 15-293Z, amending the Montgomery Township zoning ordinance the ("Zoning Ordinance") to permit "Congregate Care/Independent Senior Living" as a conditional use in the BP – Business Office and Professional District of the Township. Consistent therewith, please accept the enclosed documents as the application of Dan Roach, Architect on the behalf of Hawthorn Development LLC ("Applicant") for conditional use approval to operate a Congregate Care/Senior Living facility ("Application"), pursuant to Sections 230-5 and 230-80.A. and Table 230-A of the Montgomery Township Code. The Applicant desires to operate the Congregate Care/Senior Living facility on four (4) parcels of land with frontage on Doylestown Road, northeast of the intersection of Doylestown Road and Bethlehem Pike (S.R. 309) in Montgomery Township, more particularly identified in the Application. Enclosed please find the following:

1. One (1) original and five (5) copies of the completed Application for Conditional Use;
2. Six (6) Illustrative Rendering Packets;
3. One (1) compact disk with .pdf versions of the Application, the Plans and the Illustrative Renderings Packet;
4. Six (6) sets of 24" x 36" of plans are also being submitted simultaneously as an exhibit to the Application (too large to be enclosed herein);

{01243003 }

ATTORNEYS AT LAW

Newtown Office:

Post Office Box 1186 + 301 North Sycamore Street + Newtown, Pennsylvania 18940 + 215.579.5995 + Fax 215.579.7909

Bruce Shoupe, Planning & Zoning Director
May 5, 2016
Page 2

In addition, the following checks are enclosed in order to provide the required fee amounts:

5. A \$1,500.00 check made out to Montgomery Township for the requisite filing fee;
6. A \$1,500.00 check made out to Montgomery Township for the requisite escrow deposit;
and
7. A \$260.00 check made out to Montgomery County for the requisite Montgomery County Planning Commission review of the attached conditional use Application.

Kindly let me know if you require anything additional from me, and whether this Application will be reviewed by the Planning Commission or any other Township board or authority prior to consideration by the Board of Supervisors. I would appreciate being advised so that someone from my office may be present on behalf of the Applicant to address any questions with regard to the Application.

If you should have any questions, comments or concerns, please feel free to contact me. Thank you very much and have a nice day.

Very truly yours,



SCOTT C. DENLINGER

Encl.

cc: James J. Garrity, Esquire
Kristi Neznaski, Lenity Architecture – via email
Mark Lowen, Lenity Architecture – via email
Daniel Roach, Lenity Architect – via email

RECEIVED

MAY 05 2016

MONTGOMERY TOWNSHIP

APPLICATION
FOR
CONDITIONAL USE

MONTGOMERY TOWNSHIP
1001 STUMP ROAD
MONTGOMERYVILLE, PA 18936

REVISED: 1-2015

Check Off Sheet for Appeal for Conditional Use

Check off each item that accompanies this appeal. If the item is not applicable, put n/a.

1. (6) six paper copies of appeal; (1) one pdf (x)
2. (6) six paper copies of plans showing proposed locations of all lots, roads, easements, water courses, tree masses, and areas for open space; (1) one pdf (x)
3. (6) six paper copies of tax map; (1) one pdf (x)
4. (6) six paper copies of deed; (1) one pdf (x)
5. (6) six paper copies of agreement of sale or lease agreement; (1) one pdf (x)
6. (6) six paper copies of detailed plan of proposed structure; (1) one pdf (x)
7. (1) one paper copy of owners of record of all adjoining properties, and those directly across the street (including block and unit number); (1) one pdf (x)
8. (1) paper copy of exhibits if any. Exhibits would include but not be limited to pictures, diagrams, changes, etc; (1) pdf (x)
9. application must be notarized (x)
10. paper copies of application and all required material to be stapled in pack form as follows: (x)
 - a. appeal
 - b. plan
 - c. tax map
 - d. deed
 - e. agreement of sale or lease agreement if
 - f. applicable
 - g. detailed plan of proposed structure
 - h. list of property owners
 - i. exhibits
11. All information must be submitted in pdf version,

PAGE 2

12. Fees - Payable to Montgomery Township

Residential Fee	\$1,000.00
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Non – Residential Fee	\$1,500.00
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Escrow	\$1,500.00
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13. Fees – Payable to Montgomery County

Fee	\$ 260.00
-----	-----------

Application for Conditional Use

Township of Montgomery, Montgomery County, Pennsylvania

Notice Of Appeal

Appellant: Name: Dan Roach, Architect OBO Hawthorn Development LLC
Address: 3150 Kettle Court SE
Salem, OR 97301
Phone: (503) 399-1090 Fax: _____
E-Mail _____

Owner: Name: Fairway 202 Associates, LP
Address: 1690 Sumneytown Pike, Suite 240
Lansdale, PA 19446
Phone: (215) 855-5100 Fax: _____
E-Mail _____

Attorney: Name: James J. Garrity, Esquire
Address: 460 Norristown Road, Suite 110
Blue Bell, PA 19422
Phone: (610) 825-8400 Fax: (610) 828-4887
E-Mail jgarrity@wispearl.com

Notice of Appeal
Page 2

Interest of appellant, if not owner (agent, lessee, etc.):

Equitable owner (Hawthorn Development LLC)

1. Brief Description of Real Estate Affected:

Block and Unit Number See addendum

Location See addendum

Lot Size See addendum

Present Use See addendum

Present Zoning Classification See addendum

Present Improvements Upon Land See addendum

Deed Recorded at Norristown in Deed Book _____ Page See addendum

2. Specific reference to section of the Zoning Ordinance upon which application is based.
Chapter 230 (Zoning), Article II (Definitions), Section 230-5 (Word Usage; Definitions); Article XIV (BP - Business Office and Professional District), Section 230-80.A.(Use Regulations); and Table 230-A (Table of Permitted Uses).

3.

Action desired by appellant or applicant (statement of proposed use)

Development of the properties to construct a Congregate Care/Independent Senior Living Facility.
further explanation is provided in the addendum attached hereto.

4. Reasons appellant believes Board should approved desired action (refer to section(s) of Ordinance under which it is felt that desired action may be allowed, as well as regulations contained in Article XVII, Signs, Article XIX, Off Street Parking and Loading and Article XXI, Miscellaneous Provisions.
See addendum

5. Has previous application for conditional use been filed in connection with these premises?
 Yes X No

NOTE:

If more space is required, attach a separate sheet and make specific reference to the question being answered.

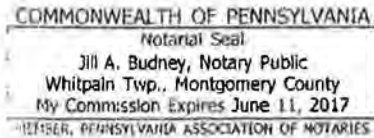
I, hereby depose and say that all of the above statements and the statements contained in any papers or plans submitted herewith, are true to the best of my knowledge and belief.

SWORN TO AND SUBSCRIBED BEFORE ME THIS

 5th DAY OF MAY 2016

Jill A. Budney
Notary Public

James J. Garrity
Appellant's or Owner's Signature
James J. Garrity, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422



416 Doylestown Pike, ±2.02 acres; Block 46003, Unit 022; Parcel No. 46-00-00817-00-1
418 Doylestown Pike, ±2.26 acres; Block 46003, Unit 071; Parcel No. 46-00-00820-00-7
Elm Place, ±27,200 square feet; Block 46003, Unit 058; Parcel No. 46-00-00940-00-4
Portion of 697 Bethlehem Pike; ±5.0 acres, Block 46003 Unit 012; Parcel No. 46-00-00223-00-1
All properties are zoned BP – Business Office and Professional District

ADDENDUM

On March 28, 2016 the Montgomery Township Board of Supervisors passed Ordinance No. 15-293Z, amending the Montgomery Township zoning ordinance the (“Zoning Ordinance”) to permit “Congregate Care/Independent Senior Living” as a conditional use in the BP – Business Office and Professional District of the Township. Consistent therewith, and pursuant to Sections 230-5, 230-80.A and Table 230-A, Dan Roach, Architect on the behalf of Hawthorn Development, LLC (the “Applicant”) respectfully submits this conditional use application.

As the Board is aware, the Applicant is the equitable owner of four (4) parcels of land with frontage on Doylestown Road, northeast of the intersection of Doylestown Road and Bethlehem Pike (S.R. 309) in Montgomery Township (collectively the “Property”). The Property is located in the BP – Business Office and Professional District and consists of approximately 9.91 acres of land which is largely unimproved, with the exception of a single-family dwelling and paved driveway. The Applicant is proposing to develop the Property as a Congregate Care/Independent Senior Living facility, including a main building with 144 suites, 12 cottage units (in six “twin” units), and associated improvements, including 110 all-weather paved parking spaces, activities areas and an access road to be known as Montgomery Glen Drive (the “Proposed Use”). The Applicant is requesting conditional use approval to develop the Property as a long-term housing community designed exclusively for persons 62 years of age or older, or persons at least 55 years of age who have similar needs for congregate care and assistance with living, which facility may include a number of amenities intended for residents with congregate care needs.

The Applicant believes that the proposed redevelopment of the Property with a Congregate Care/Independent Senior Living facility complies with the express standards and criteria contained in the Zoning Ordinance applicable to the Proposed Use and to the development of properties in the BP – Business Office and Professional District. Specifically, the Proposed Use complies with the area, height, building and impervious surface coverage, lot width and depth and yard regulations set forth in Sections 230-79 to 230-84 of the Amended Zoning Ordinance. The Proposed Use not only complies with the impervious coverage and green area coverage provisions, but it goes far beyond the required 75% impervious to 25% green area breakdown and will have approximately 58% green area coverage. In fact, the Applicant’s proposal includes an area in the north-eastern portion of the Property free of any development which will act as a buffer to many of the nearby properties. In addition, the Proposed Use would substantially exceed the yard setback requirements. However, in an abundance of caution, the Applicant has treated the Property as a corner lot due to the proposed construction of Montgomery Glen Drive. Since the main entrance to the primary building will be facing Montgomery Glen Drive, the Applicant has treated the yard abutting Montgomery Glen Drive as the front yard instead of the yard abutting Doylestown Road. Since Doylestown Road is a heavily trafficked road, especially as compared to the expected use of Montgomery Glen Drive, setbacks from Doylestown Road are of much more importance and the Applicant plans on providing a 110 foot side yard setback from the legal right-of-way line of Doylestown

Road. In addition, the Property is comprised of approximately 9.91 acres, more than doubling the four (4) acre minimum lot size required by Section 230-5 of the Zoning Ordinance. To the extent that such requirements apply, the proposed redevelopment of the Property as an Congregate Care/Independent Senior Living facility will comply with the special requirements contained in Articles XVIII (Signs), XIX (Off-Street Parking and Loading, and XXI (Miscellaneous Provisions) of the Zoning Ordinance, including the requirements related to the permitted signage, required off-street parking, corner vision obstructions, landscaping and screening and any other applicable provisions.

Additionally, the Proposed Use will not be contrary to the public health, safety and welfare. Specifically, the proposed redevelopment of the Property will not be detrimental to the appropriate use of adjacent properties and is suitable for the character of the area. The rear yard of the Property abuts a golf course and the other properties surrounding the Property are commercial in nature. As the Proposed Use typically caters to the senior population, there are no activities that are expected to infringe on the adjacent golf course, in contrast to other residential developments (i.e. ball-play, child encroachment, loose pets). Similarly, due to the nature of the intended senior population and the design of the facilities, the Proposed Use is not expected to negatively impact the nearby businesses. In fact, the nearby establishments may see an increase in business from the senior residents living on the Property.

The Proposed Use will not cause undue congestion or danger to pedestrian or vehicular traffic, or endanger the safety of any persons or property as a result of the location of points of ingress or egress for several reasons. First, the Proposed Use is specifically designed to include a variety of on-site amenities for its residents, such as housekeeping, dining facilities, linen/laundry, gardening areas, and organized social and recreational activities. This wide variety of on-site amenities significantly reduces the need for the residents to leave the Property. Moreover, in the Applicant's experience, a significant number of the senior residents living on the Property will not own vehicles. Instead, the Applicant provides shuttle services to its residents in order to access the community, thereby greatly reducing the number of trips to and from the Property. As stated above, the Applicant also plans on extending Montgomery Glen Drive, which will connect the parking areas to Doylestown Road as part of the Proposed Use. Montgomery Glen Drive will supply motorists with points of ingress and egress from the parking areas onto a lightly used street, instead of directly on Doylestown Road. The proposed redevelopment of the Property will also not overcrowd the land, create an undue concentration of population, be contrary to the Township Comprehensive Plan, or impair the adequate supply of light and air to adjacent properties. Further, the Proposed Use will not adversely affect transportation or unduly burden water, sewer, school, park, or other public facilities, or be contrary to the preservation and conservation of natural resources. In light of the above, the Applicant believes that the Proposed Use will not adversely affect the public health, morals, safety, or general welfare, or be contrary to the spirit, intent, and purpose of the Zoning Ordinance.

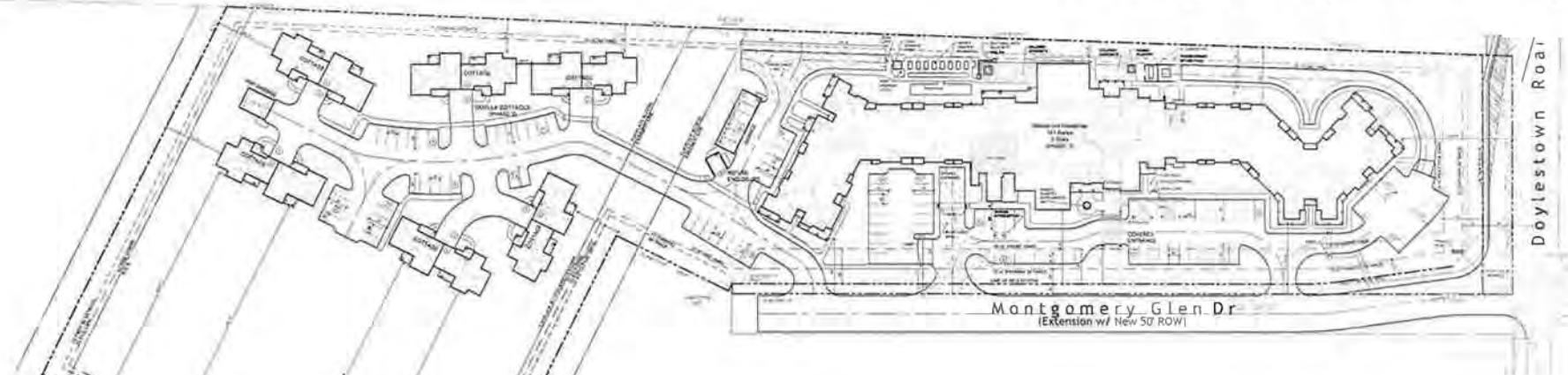
Based on the foregoing, the Applicant believes that it has satisfied all applicable conditions and criteria of the Zoning Ordinance, and respectfully requests that the Board of Supervisors grant the requested Conditional Use pursuant to Sections 230-5, 230-80.A and Table 230-A.

PLAN SHEET 1

(See also 24" x 36" Plan Set)

REQUIRED ITEM No. 2

Montgomery Township



USE ZONING REQUIREMENTS
 THIS PLAN SHALL BE SUBMITTED TO THE MONTGOMERY TOWNSHIP ENGINEERING DEPARTMENT AS A PRELIMINARY PLAN. THE MONTGOMERY TOWNSHIP ENGINEERING DEPARTMENT SHALL REVIEW AND APPROVE THIS PLAN. THE MONTGOMERY TOWNSHIP ENGINEERING DEPARTMENT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THIS PLAN.

PROPOSED LOT 1
 ZONED BY MONTGOMERY TOWNSHIP ENGINEERING DEPARTMENT AS R-100 (RESIDENTIAL SINGLE-FAMILY)

GREYSITE AREA (TOTAL AREA)	10,510 SQ. FT.	
MINUS LOT 1 & 2 (MONTGOMERY GLEN DR)	8,100 SQ. FT.	
MINUS LOT 3 (MONTGOMERY GLEN DR EXTENSION)	2,210 SQ. FT.	
NET TRACT AREA	8,400 SQ. FT.	
MIN. LOT AREA	10,000 SQ. FT.	PROPOSED: 4,000 SQ. FT. (MIN. 1/2 AC.)
MIN. LOT WIDTH (AT BUILDING SETBACK LINE)	60 FT.	30 FT.
MIN. LOT WIDTH (AT STREET LINE)	30 FT.	30 FT.
MIN. FRONT YARD SETBACK (MONTGOMERY GLEN DR)	33 FT.	30 FT.
MIN. SIDE YARD SETBACK (MONTGOMERY GLEN DR)	10 FT.	10 FT.
MIN. REAR YARD SETBACK	20 FT.	20 FT.
MIN. SIDE YARD SETBACK	20 FT.	40 FT.
MIN. PARKING SETBACK	10 FT.	10 FT.
MAX. BUILDING HEIGHT	35 FT. (COTTAGES) / 40 FT. (CONDOMINIUMS)	40 FT. (COTTAGES) / 45 FT. (CONDOMINIUMS)
MAX. BUILDING COVERAGE	20%	15% (COTTAGES) / 20% (CONDOMINIUMS)
MAX. IMPERVIOUS COVERAGE	15%	10% (COTTAGES) / 15% (CONDOMINIUMS)
MIN. GREEN AREA COVERAGE	20%	15% (COTTAGES) / 20% (CONDOMINIUMS)
MAX. DENSITY	10 UNITS PER ACRE	10 UNITS PER ACRE

PROPOSED:
 40 UNITS PER ACRE = 20 COTTAGES / 20 CONDOMINIUMS

HOURS OF OPERATION: PERMITTED USES INVOLVING PATRON, PATRON OR CLIENT VISITATION SHALL LIMIT AND VISITATIONS TO THE HOURS BETWEEN 9:00 A.M. AND 5:00 P.M. PREVIOUSLY TIME.

PARKING:
 REQUIRED = 1.5 SPACES PER SUITE + 100 SUITES = 225 SPA. SPACES.
 PROVIDED = 150 SPACES (INCLUDING 4 COVERED SPACES, 10 SHADE SPACES AT COTTAGES & 4 ADA SPACES).

Preliminary Site Plan

DATE: APRIL 20, 2016
 SCALE: 1" = 50'-0"

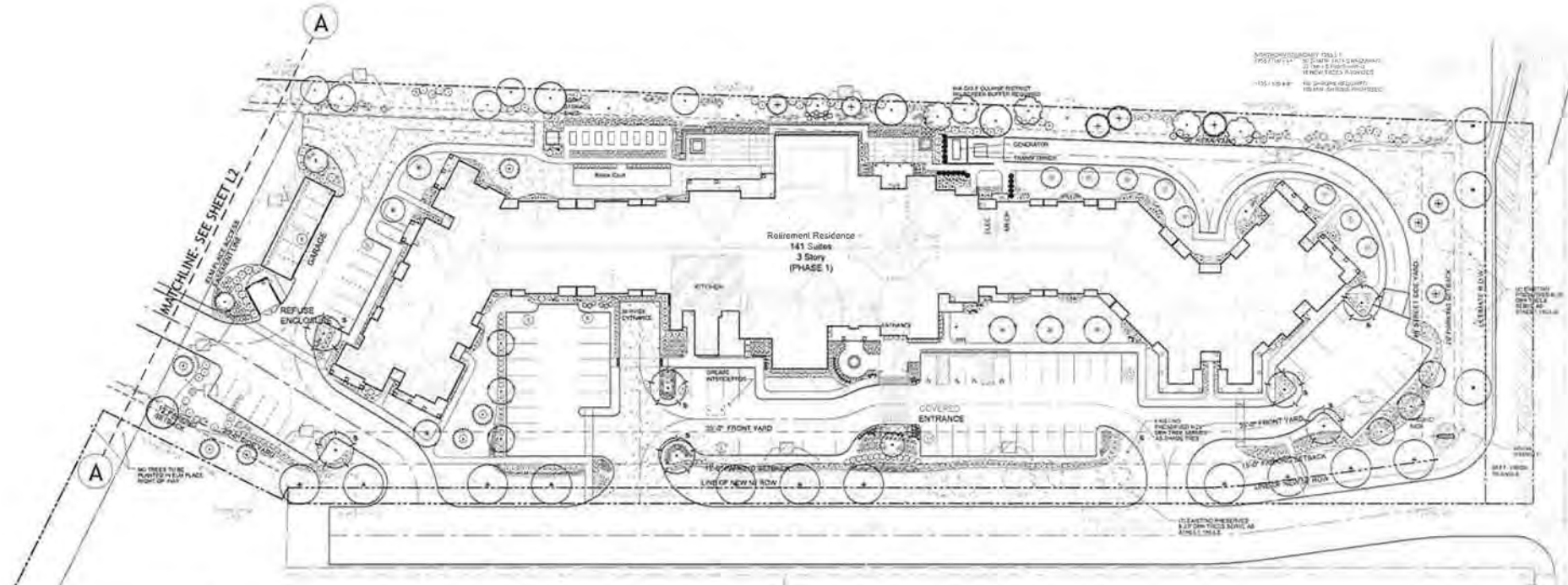


Daniel Roach architect
 700 North 14th St, Salem, Oregon 97331
 503.596.9991 503.596.9992 daniel@danroach.com

Montgomery Township Retirement Residence

Montgomery County, PA





Planting Legend

Quantity Qty Description

1	12	2" Purple Ball
11	12	2" Yellow Ball
12	12	2" Green Ball
13	12	2" Red Ball
14	12	2" Blue Ball
15	12	2" Orange Ball
16	12	2" Purple Ball
17	12	2" Yellow Ball
18	12	2" Green Ball
19	12	2" Red Ball
20	12	2" Blue Ball
21	12	2" Orange Ball
22	12	2" Purple Ball
23	12	2" Yellow Ball
24	12	2" Green Ball
25	12	2" Red Ball
26	12	2" Blue Ball
27	12	2" Orange Ball
28	12	2" Purple Ball
29	12	2" Yellow Ball
30	12	2" Green Ball
31	12	2" Red Ball
32	12	2" Blue Ball
33	12	2" Orange Ball
34	12	2" Purple Ball
35	12	2" Yellow Ball
36	12	2" Green Ball
37	12	2" Red Ball
38	12	2" Blue Ball
39	12	2" Orange Ball
40	12	2" Purple Ball
41	12	2" Yellow Ball
42	12	2" Green Ball
43	12	2" Red Ball
44	12	2" Blue Ball
45	12	2" Orange Ball
46	12	2" Purple Ball
47	12	2" Yellow Ball
48	12	2" Green Ball
49	12	2" Red Ball
50	12	2" Blue Ball

Planting Legend

Quantity Qty Description

1	12	2" Purple Ball
2	12	2" Yellow Ball
3	12	2" Green Ball
4	12	2" Red Ball
5	12	2" Blue Ball
6	12	2" Orange Ball
7	12	2" Purple Ball
8	12	2" Yellow Ball
9	12	2" Green Ball
10	12	2" Red Ball
11	12	2" Blue Ball
12	12	2" Orange Ball
13	12	2" Purple Ball
14	12	2" Yellow Ball
15	12	2" Green Ball
16	12	2" Red Ball
17	12	2" Blue Ball
18	12	2" Orange Ball
19	12	2" Purple Ball
20	12	2" Yellow Ball
21	12	2" Green Ball
22	12	2" Red Ball
23	12	2" Blue Ball
24	12	2" Orange Ball
25	12	2" Purple Ball
26	12	2" Yellow Ball
27	12	2" Green Ball
28	12	2" Red Ball
29	12	2" Blue Ball
30	12	2" Orange Ball
31	12	2" Purple Ball
32	12	2" Yellow Ball
33	12	2" Green Ball
34	12	2" Red Ball
35	12	2" Blue Ball
36	12	2" Orange Ball
37	12	2" Purple Ball
38	12	2" Yellow Ball
39	12	2" Green Ball
40	12	2" Red Ball
41	12	2" Blue Ball
42	12	2" Orange Ball
43	12	2" Purple Ball
44	12	2" Yellow Ball
45	12	2" Green Ball
46	12	2" Red Ball
47	12	2" Blue Ball
48	12	2" Orange Ball
49	12	2" Purple Ball
50	12	2" Yellow Ball

Planting Legend

Quantity Qty Description

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12	12	2" Orange Ball
13	12	2" Purple Ball
14	12	2" Yellow Ball
15	12	2" Green Ball
16	12	2" Red Ball
17	12	2" Blue Ball
18	12	2" Orange Ball
19	12	2" Purple Ball
20	12	2" Yellow Ball
21	12	2" Green Ball
22	12	2" Red Ball
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24	12	2" Orange Ball
25	12	2" Purple Ball
26	12	2" Yellow Ball
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28	12	2" Red Ball
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25	12	2" Purple Ball
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27	12	2" Green Ball
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Planting Legend

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13	12	2" Purple Ball
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27	12	2" Green Ball
28	12	2" Red Ball
29	12	2" Blue Ball
30	12	2" Orange Ball
31	12	2" Purple Ball
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33	12	2" Green Ball
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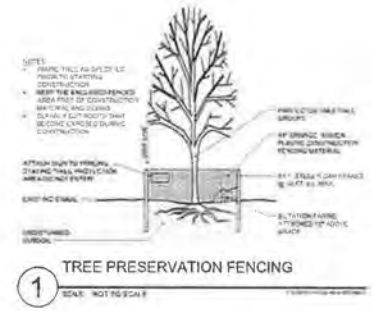
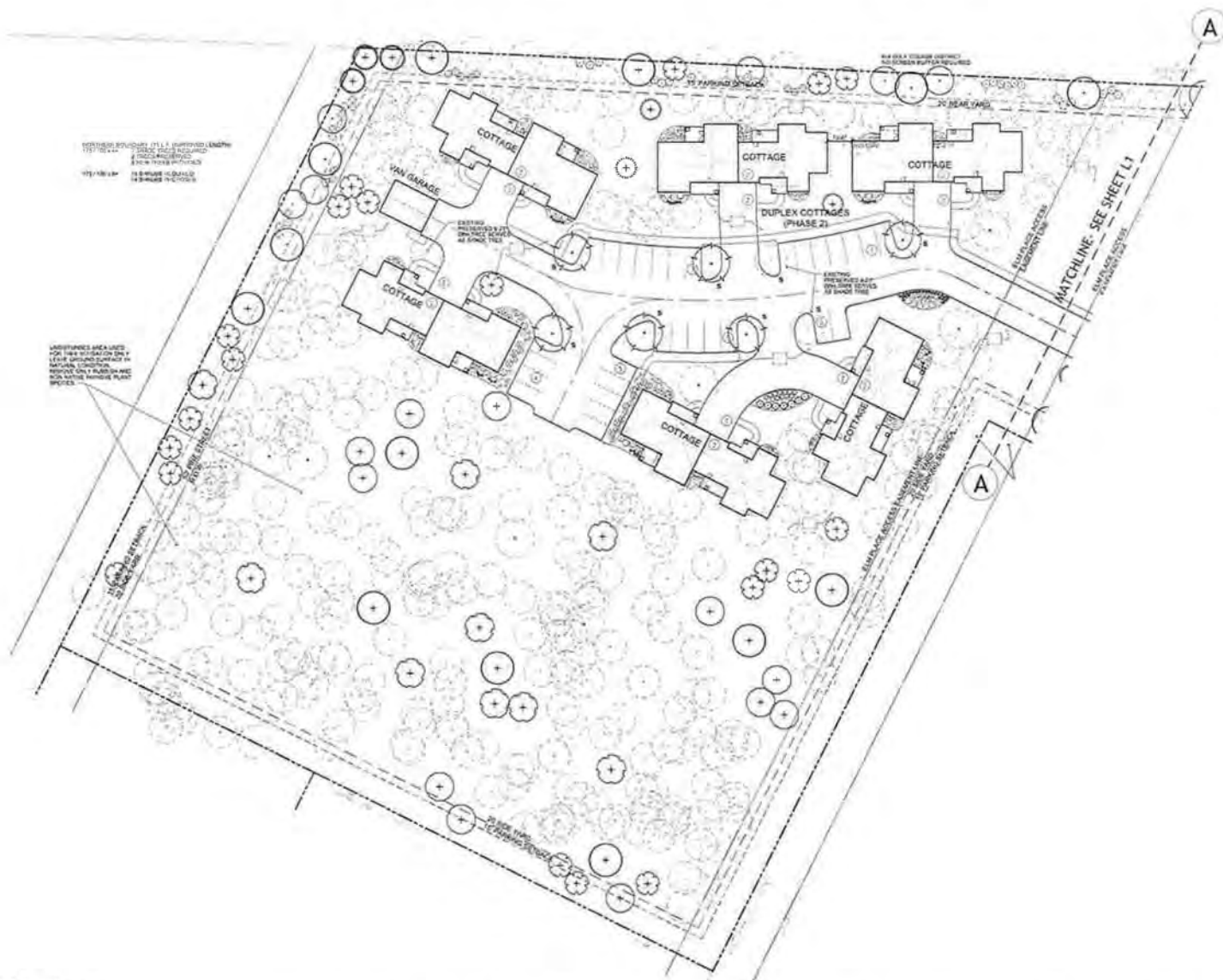
L1-Preliminary Landscape Plan
 DATE: APRIL 14, 2016
 SCALE: 1" = 30'

Daniel Roach | *architect*
 870 Selma Court SE, Salem, Oregon 97302
 503.738.3926 | 503.738.3925 | www.danielroach.com

Montgomery Township Retirement Residence

Montgomery County, PA





1 TREE PRESERVATION FENCING
SCALE: NOT TO SCALE

Daniel Roach architect
8881 Centre Court #6, Indian Creek, OH 43087
419.393.1090 • 419.393.1952 • daniel@danroach.com

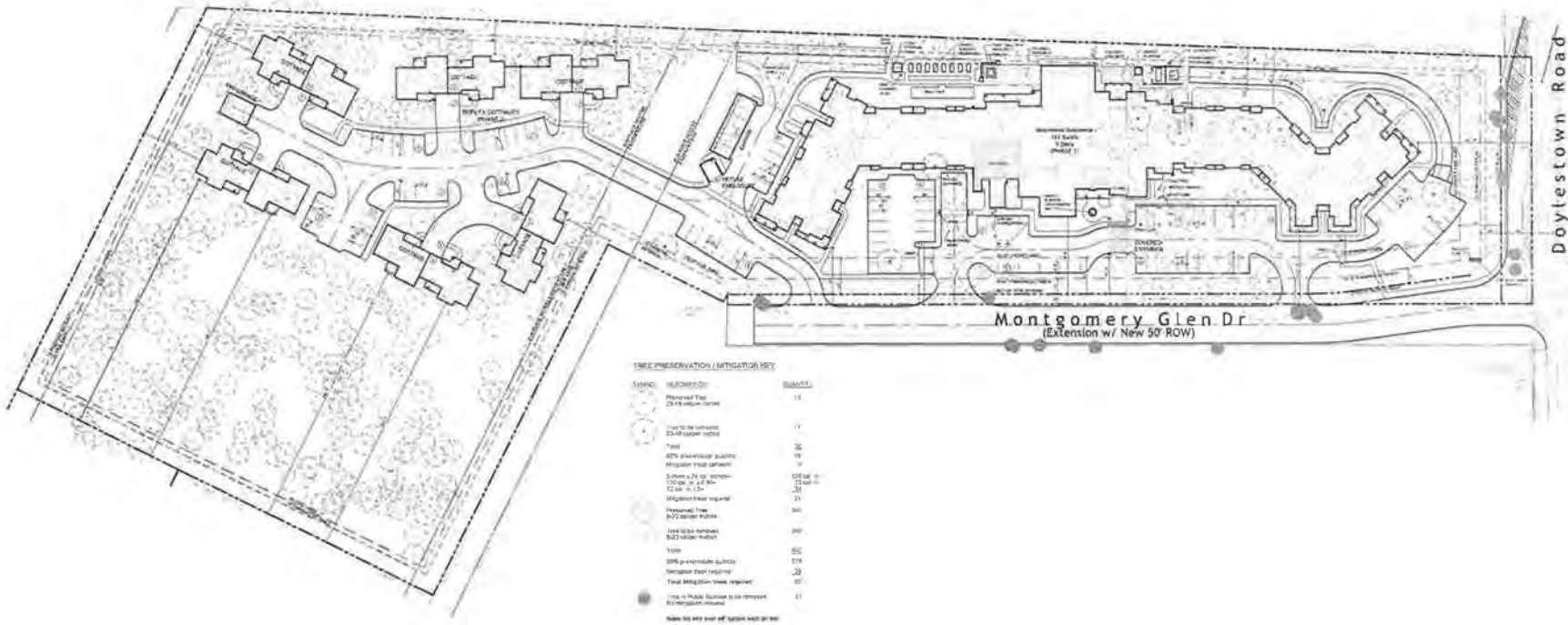
Montgomery Township Retirement Residence

Montgomery County, PA

L2-Preliminary Landscape Plan
DATE: APRIL 14, 2016
SCALE: 1" = 30'



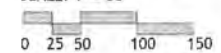
Montgomery Township



L3-Preliminary Tree Preservation/Mitigation Plan

DATE: APRIL 14, 2016

SCALE: 1" = 50'



Daniel Roach *architect*

3500 Route 100, Suite 200, Doylestown, PA 19340
 P: 610.399.1000 F: 610.399.1050 www.danielroach.com

Montgomery Township Retirement Residence

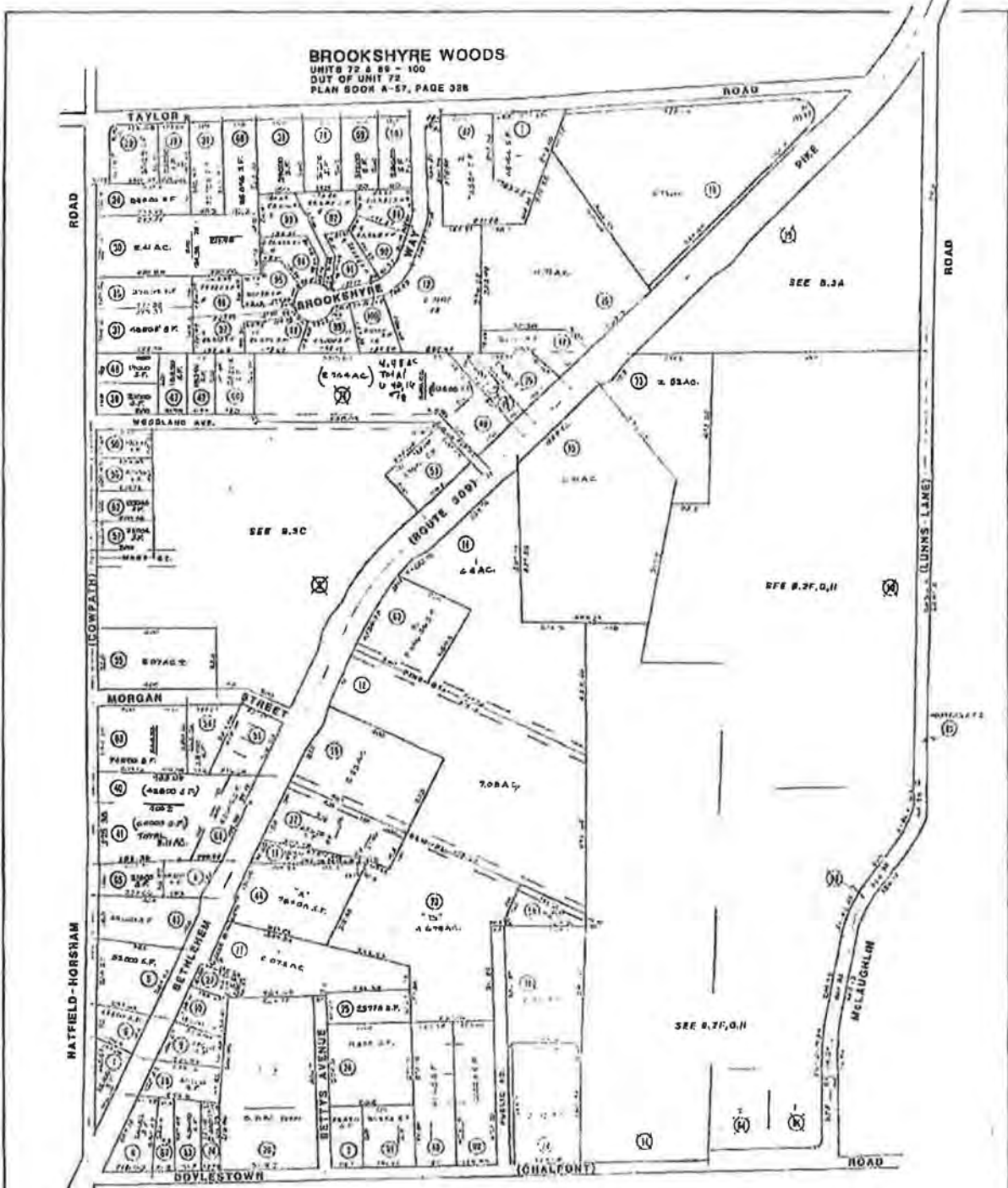
Montgomery County, PA



TAX MAP OF AREA

REQUIRED ITEM No. 3

BROOKSHYRE WOODS
 UNITS 72 & 86 - 100
 OUT OF UNIT 72
 PLAN BOOK A-57, PAGE 328



MONTGOMERY TOWNSHIP
BLOCK NO.3



SCALE: 1"=300'

DEED FOR FAIRWAY 202 ASSOCIATES PROPERTIES

416 Doylestown Pike, ±2.02 acres, Block 46003, Unit 022

418 Doylestown Pike, ±2.26 acres, Block 46003, Unit 071

Elm Place, ±27,200 square feet, Block 46003, Unit 058

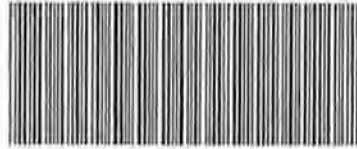
REQUIRED ITEM No. 4



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
Swede and Alry Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5984 PG 01429 to 01435.6
INSTRUMENT # : 2016001016
RECORDED DATE: 01/06/2016 11:44:18 AM



3290002-0014E

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 13

Document Type: Deed of Correction	Transaction #: 3316311 - 1 Doc(s)
Document Date: 11/18/2015	Document Page Count: 6
Reference Info:	Operator Id: dkrasley

RETURN TO: (Simplifile) Land Services USA (West Chester 2) 1 S Church Street West Chester, PA 19382 (610) 429-3145	PAID BY: LAND SERVICES USA WEST CHESTER 2
---	---

*** PROPERTY DATA:**

Parcel ID #:	46-00-00820-00-7	46-00-00940-00-4	46-00-00817-00-1
Address:	418 DOYLESTOWN PIKE	ELM PL	416 DOYLESTOWN PIKE
	MONTGOMERYVILLE PA	PA	MONTGOMERYVILLE PA
	18936		18936
Municipality:	Montgomery Township (100%)	Montgomery Township (0%)	Montgomery Township (0%)
School District:	North Penn	North Penn	North Penn

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$1.00	DEED BK 5984 PG 01429 to 01435.6
TAXABLE AMOUNT: \$0.00	Recorded Date: 01/06/2016 11:44:18 AM

FEES / TAXES:

Recording Fee: Deed of Correction	\$95.00
Affidavit Fee	\$1.50
Additional Pages Fee	\$4.00
Additional Parcels Fee	\$30.00
Affordable Housing Pages	\$8.00
Affordable Housing Parcels	\$2.00
Total:	\$140.50

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.



Jeanne Sorg
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA. PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

Certification signature by montgomerycounty.com/recordinginfo Validity Unknown

Certified and Digitally Signed

eCertified copy of recorded # 2016001016 (page 1 of 13)
Montgomery County Recorder of Deeds



Validation may require Adobe Windows Integration

Prepared By:

Richard A. Fineman
 Senior Vice President
 Trefoil Properties, LP
 1690 Sumneytown Pike, Suite 240
 Lansdale, PA 19446
 (215) 855-5100

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 46-00-00817-00-1 MONTGOMERY TOWNSHIP
 416 DOYLESTOWN PIKE
 FAIRWAY 202 ASSOCIATES LP \$15.00
 B 003 L U 022 2208 01/06/2016 JU

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 46-00-00940-00-4 MONTGOMERY TOWNSHIP
 ELM PL
 FAIRWAY 202 ASSOCIATES LP \$15.00
 B 003 L U 058 2104 01/06/2016 JU

Return To:

Richard A. Fineman
 Senior Vice President
 Trefoil Properties, LP
 1690 Sumneytown Pike, Suite 240
 Lansdale, PA 19446
 (215) 855-5100

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 46-00-00820-00-7 MONTGOMERY TOWNSHIP
 418 DOYLESTOWN PIKE
 FAIRWAY 202 ASSOCIATES LP \$15.00
 B 003 L U 071 1101 01/06/2016 JU

DEED OF CORRECTION

Date: Made on November 18, 2015, and effective on November 18, 2015

Parties: John R. Campbell and Janet L. Campbell, husband and wife, Grantors,
 and Fairway 202 Associates, L.P., Grantee

Tax Parcel Nos.: 46-00-00820-00-7
 46-00-00940-00-4
 46-00-00817-00-1

The purpose of this Deed of Correction is to correct the public record to include the Claim (as defined herein) in the description of the premises granted, bargained, sold, released and confirmed in that certain Indenture dated May 15, 2003, and previously recorded in the Montgomery County Recorder of Deeds Office on June 12, 2003 in Deed Book 5459, Page 1956 (the "Original Deed"), which Claim was inadvertently omitted from the Original Deed. Therefore, the recording of this Deed of Correction is an excluded transaction and not subject to realty transfer tax under the provisions of 72 P.S. §8102-C.3(4), 61 Pa. Code §91.151 and 61 Pa. Code §91.193(b)(4).



This Deed of Correction, made the 18th day of November, 2015

Between

JOHN R. CAMPBELL and JANET L. CAMPBELL, husband and wife

(hereinafter called the Grantors), of the one part, and

FAIRWAY 202 ASSOCIATES, L.P.

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantors for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

PREMISES "A"

ALL THAT CERTAIN lot or piece of land, situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a Survey thereof made by Urwiler & Walter, Inc., Registered Engineers of Sumneytown, Pennsylvania, dated 5/23/1968 as follows, to wit:

BEGINNING at a point, said point being the intersection of the Northwest side line of U.S. Route 202 and the Northeast side of 40 feet wide private right-of-way; thence extending along the Northeast side line of a 40 feet wide private right-of-way, North 51 degrees, 15 minutes West, 393.90 feet to a point in line of lands to be conveyed to John R. Campbell and Janet L. Campbell; thence leaving the Northeast side of said private right-of-way and extending along lands to be conveyed to John R. Campbell and Janet L. Campbell, North 38 degrees, 45 minutes East, 5 feet to a point; thence extending through lands of Margaret Watt and Samuel J. Watt of which this tract was part, South 51 degrees, 15 minutes East, 393.90 feet to a point in the Northwest side line of U.S. Route 202; thence extending along same, South 38 degrees, 45 minutes West, 5 feet to the point and place of beginning.

CONTAINING 1970 square feet of land, more or less.

ALL THOSE FOUR CERTAIN lots or piece of land, situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a sub-division of the property of Gustave G. Stoudt made 05/23rd by James H. Wolfe, Jr., Civil Engineer, as follows, to wit:

BEGINNING at a point on the Northeast side of 40 feet wide un-named road, a corner of Lot No. 27 on said Plan, which point is measured in a Northwesterly direction along said side of said 40 feet road 393.90 feet from its point of intersection with the Northwesterly side of Chalfonte Road (40



feet wide); thence extending from said beginning point and continuing along said Northeast side of said un-named 40 feet wide road in a Northwesterly direction 386.87 feet to a point, a corner; thence extending North 40 degrees, 5 minutes East, 265.41 feet to a point, a corner; thence extending South 48 degrees, 10 minutes East, 381.12 feet to a point, a corner of Lot No. 27 on said Plan; thence extending along the same in a Southwesterly direction 245.61 feet to a point on the Northeast side of aforesaid 40 feet wide un-named road, being first mentioned point and place of beginning.

BEING PARCEL NO. 46-00-00820-00-7.

BEING the same premises which Margaret Watt and Samuel J. Watt, her husband, by Indenture dated 118/1968 and recorded 11/18/1968 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 3535 page 1070, granted and conveyed unto John R Campbell and Janet L. Campbell, his wife, in fee.

BEING the same premises which Samuel J. Watt and Margaret Watt, his wife, by Indenture dated 1/21/1966 and recorded 1/21/1966 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 3413 page 601, granted and conveyed unto John R. Campbell and Janet L. Campbell, his wife, in fee.

PREMISES "B"

ALL THOSE CERTAIN lot or piece of land, situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a plan and survey dated 5/18/1948, made by Herbert H. Metz, Registered Engineer, Lansdale, Pennsylvania, as follows, to wit:

BEGINNING at a point in the center line of Elm Place (50 feet wide), said point being set at a distance of 800 feet from the Northeast side of Bethlehem Pike (Route No. 309); thence along the center line of said Elm Place, North 69 degrees, 17 minutes East, the distance of 233.62 feet to a point; thence South 20 degrees, 43 minutes East, 16.30 feet to an iron pin; thence along land now or late of Mrs. Charles Butcher, South 43 degrees, 51 minutes West, the distance of 257.31 feet to an iron pin, a corner; thence along land of Welruth and Hughes, North 20 degrees, 43 minutes West, the distance of 125 feet to the place of beginning.

CONTAINING 17,341.75 square feet of land, more or less.

BEING PARCEL NO. 46-00-00940-00-4.

BEING the same premises which Moises Lanoza and Louisa Lanoza, his wife, by Indenture dated 12/5/1978 and recorded 12/19/1978 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 4371 page 445, granted and conveyed unto John R. Campbell and Janet L. Campbell, his wife, in fee.

PREMISES "C"

ALL THOSE CERTAIN building lots, with the improvements thereon erected, being Nos. 10, 11, 20 and 27 on a plan thereof made by James H. Wolfe, Jr., in 05/1923, situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, bounded and described as One Tract, as follows, to wit:



BEGINNING at a point a corner of land of Kenneth Hales et ux, and on the Northwest side of Chalfont Road, a public road leading from the Bethlehem Pike to Chalfont; thence extending along the Northwest side of said Chalfont Road, South 38 degrees, 45 minutes West, 222.68 feet to a point a corner of a 5 feet strip of ground being the land of John R. Campbell et ux; thence extending along the Northeast side of lands of John R. Campbell et ux, in a Northwesterly direction 393.90 feet to other land of John R. Campbell et ux; thence extending along said land of John R. Campbell, et ux, North 40 degrees, 5 minutes East, 240.60 feet to land of Kenneth Hales et ux; thence extending along land of Kenneth Hales et ux, the two following courses and distances: (1) South 48 degrees, 10 minutes East, 72.65 feet; (2) South 48 degrees, 45 minutes East, 320.35 feet to the place of beginning.

BEING PARCEL NO. 46-00-00817-00-1.

BEING the same premises which Donald Watt and Samuel James Watt, Jr., by Indenture dated 7/14/1986 and recorded 8/22/1986 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 4810 page 1165, granted and conveyed unto John R. Campbell and Janet L. Campbell, his wife, in fee.

TOGETHER WITH, and without limiting any of the foregoing, all of the Grantors' right, title and interest in and to the real estate described as follows, as more particularly set forth in Grantors' Statement of Claim of Title Acquired by Adverse Possession dated April 7, 1987 and recorded in the Montgomery County Recorder of Deeds Office on April 13, 1987 in Deed Book 4834, Page 1441 (the "Claim"):

All that certain strip of land intersecting with the Northwest side of Doylestown Road, also known as Route 202, also known as "Chalfonte" Road, North 51 Degrees, 15 minutes west, 780.77 feet from the Northeast side of Doylestown Road to other lands of Fairway 202 Associates, L.P. (formerly the lands of John R. and Janet L. Campbell, and formerly the lands of Samuel J. Watt, et ux); thence South 44 degrees, 2 minutes, 30 seconds West, 50.43 feet; thence South 51 degrees, 15 minutes East, 780.77 feet to the Northwest side of Doylestown Road; thence North 38 degrees, 45 minutes East, the distance of 40 feet. (This strip of ground is 40 feet in width on Doylestown Road and 40 feet wide at its northwest boundary. This strip of ground is sometimes referred to as a public road and sometimes referred to as Eleanor Avenue.)

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said grantors, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

And the said Grantors, their heirs, executors and administrators, do covenant, grant and agree, to and with the said Grantee, its successors and assigns, by these presents, that the said Grantors and their heirs all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against the said Grantors and their



heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will

Warrant and Foreber Defend.

In Witness Whereof, the party of the first part hereunto set their hand and seal. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

JOHN R. CAMPBELL and JANET L. CAMPBELL,
husband and wife:

By: John R. Campbell (Seal)
Name: John R. Campbell

By: Janet L. Campbell (Seal)
Name: Janet L. Campbell



State of Pennsylvania } ss
County of Bucks

ON, this 18TH day of November, 2015, before me, the undersigned Notary Public, appeared **John R. Campbell**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

Commonwealth of Pennsylvania
NOTARIAL SEAL
Melissa Ball, Notary Public
Plumstead Township, Bucks County
My Commission Expires October 9, 2018

Melissa Ball
Notary Public
My commission expires OCTOBER 9TH 2018

State of Pennsylvania } ss
County of Bucks

ON, this 18TH day of November, 2015, before me, the undersigned Notary Public, appeared **Janet L. Campbell**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

Commonwealth of Pennsylvania
NOTARIAL SEAL
Melissa Ball, Notary Public
Plumstead Township, Bucks County
My Commission Expires October 9, 2018

Melissa Ball
Notary Public
My commission expires OCTOBER 9TH 2018

The address of the above-named Grantee is:

c/o Trefoil Properties, LP
1690 Sunneytown Pike, Suite 240
Lansdale, PA 19446

[Signature]
On behalf of the Grantee





pennsylvania
DEPARTMENT OF REVENUE
Bureau of Individual Taxes
PO BOX 280603
Harrisburg, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	\$0.00
Book Number	5984
Page Number	01429
Date Recorded	01/06/2016 11:44:18 AM

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Fairway 202 Associates, L.P. - Richard A. Fineman, SVP and General Counsel		Telephone Number: (215) 855-5100	
Mailing Address 1690 Sumneytown Pike, Suite 240		City Lansdale	State ZIP Code PA 19446

B. TRANSFER DATA

Date of Acceptance of Document 11 / 18 / 2015			
Grantor(s)/Lessor(s) John R. Campbell and Janet L. Campbell	Telephone Number: 215-855-5100	Grantee(s)/Lessee(s) Fairway 202 Associates, L.P.	Telephone Number: 215-855-5100
Mailing Address 1690 Sumneytown Pike, Suite 240		Mailing Address 1690 Sumneytown Pike, Suite 240	
City Lansdale	State ZIP Code PA 19446	City Lansdale	State ZIP Code PA 19446

C. REAL ESTATE LOCATION

Street Address 416 and 418 Doylestown Road and Elm Place		City, Township, Borough Montgomery Township	
County Montgomery	School District North Penn	Tax ID 46-00-00820-00-7; 46-00-00940-00-4; 46-00-00817-00-1	

D. VALUATION DATA

Was transaction part of an assignment or relocation? Y N

1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value 332,720	5. Common Level Ratio Factor X 1.78	6. Computed Value = 592,241.60

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 592,241.60	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
---	---	---

2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession, _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) **Legal description in prior deed recorded on June 12, 2003 in Deed Book 5459, Page 1956 (attached) corrected to expressly reference Statement of Claim for Adverse Possession which was inadvertently omitted from original deed.**

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party Fairway 202 Associates, L.P.	Date December 23, 2015
--	----------------------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



011421

FIDELITY NATIONAL TITLE TAX

578714

Fco Simple Deed

This Indenture, Made the

May in the year of our Lord two thousand and Three

Between

JOHN R. CAMPBELL and JANET L. CAMPBELL, HUSBAND AND WIFE

(hereinafter called the Grantors), of the one part, and

FAIRWAY 202 ASSOCIATES L.P.

(hereinafter called the Grantee), of the other part,

Witnesseth That the said Grantors for and in consideration of the sum of
ONE MILLION DOLLARS (\$1,000,000.00)

REALTY TRANS. TAX PAID
STATE 10,000.00
LOCAL 10,000.00
PER 2000

lawful money of the United States of America, unto them well and truly paid by the said Grantee , at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee , its successors and assigns

PREMISES "A"

ALL THAT CERTAIN lot or piece of land, situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a Survey thereof made by Urwiler & Walter, Inc., Registered Engineers of Sumneytown, Pennsylvania, dated 05/23/1968 as follows, to wit:

BEGINNING at a point, said point being the intersection of the Northwest side line of U.S. Route 202 and the Northeast side of 40 feet wide private right-of-way; thence extending along the Northeast side line of a 40 feet wide private right-of-way, North 51 degrees, 15 minutes West, 393.90 feet to a point in line of lands to be conveyed to John R. Campbell and Janet L. Campbell; thence leaving the Northeast side of said private right-of-way and extending along lands to be conveyed to John R. Campbell and Janet L. Campbell, North 38 degrees, 45 minutes East, 5 feet to a point; thence extending through lands of Margaret Watt and Samuel J. Watt of which this tract was part, South 51 degrees, 15 minutes East, 393.90 feet to a point in the Northwest side line of U.S. Route 202; thence extending along same, South 38 degrees, 45 minutes West, 5 feet to the point and place of beginning.

CONTAINING 1970 square feet of land, more or less.

ALL THOSE FOUR CERTAIN lots or piece of land, situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a sub-division of the property of Gustave G. Stoudt made 05/23rd by James H. Wolfe, Jr., Civil Engineer, as follows, to wit:

BEGINNING at a point on the Northeast side of 40 feet wide un-named road, a corner of Lot No. 27 on said Plan, which point is measured in a Northwesterly direction along said side of said 40 feet road 393.90 feet from its point of intersection with the Northwesterly side of Chalfonte Road (40 feet wide); thence extending from said beginning point and continuing along said Northeast side of said un-named 40 feet wide road in a Northwesterly direction 386.87 feet to a point, a corner; thence extending North 40 degrees, 5 minutes East, 265.41 feet to a point, a corner; thence extending South 48 degrees, 10 minutes East, 381.12 feet to a point, a corner of Lot No. 27 on said Plan; thence extending along the same in a Southwesterly direction 245.61 feet

03 JUN 12 AM 10:08
956 946 949 956



to a point on the Northeast side of aforesaid 40 feet wide un-named road, being first mentioned point and place of beginning.

BEING PARCEL NO. 46-00-00820-00-7.

BEING the same premises which Margaret Watt and Samuel J. Watt, her husband, by Indenture dated 11/8/1968 and recorded 11/18/1968 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 3 535 page 1 070, granted and conveyed unto John R Campbell and Janet L. Campbell, his wife, in fee.

BEING the same premises which Samuel J. Watt and Margaret Watt, his wife, by Indenture dated 1/21/1966 and recorded 1/21/1966 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 3413 page 601, granted and conveyed unto John R. Campbell and Janet L. Campbell, his wife, in fee.

PREMISES "B"

ALL THOSE CERTAIN lot or piece of land, situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a plan and survey dated 05/18/1948, made by Herbert H. Metz, Registered Engineer, Lansdale, Pennsylvania, as follows, to wit:

BEGINNING at a point in the center line of Elm Place (50 feet wide), said point being set at a distance of 800 feet from the Northeast side of Bethlehem Pike (Route No. 309); thence along the center line of said Elm Place, North 69 degrees, 17 minutes East, the distance of 233.62 feet to a point; thence South 20 degrees, 43 minutes East, 16.30 feet to an iron pin; thence along land now or late of Mrs. Charles Butcher, South 43 degrees, 51 minutes West, the distance of 257.31 feet to an iron pin, a corner; thence along land of Welruth and Hughes, North 20 degrees, 43 minutes West, the distance of 125 feet to the place of beginning.

CONTAINING 17,341.75 square feet of land, more or less.

BEING PARCEL NO. 46-00-00940-00-4.

BEING the same premises which Moises Lanoza and Louisa Lanoza, his wife, by Indenture dated 12/5/1978 and recorded 12/19/1978 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 4371 page 445, granted and conveyed unto John R. Campbell and Janet L. Campbell, his wife, in fee.

PREMISES "C"

ALL THOSE CERTAIN building lots, with the improvements thereon erected, being Nos. 10, 11, 20 and 27 on a plan thereof made by James H. Wolfe, Jr., in 05/1923, situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, bounded and described as One Tract, as follows, to wit:

BEGINNING at a point a corner of land of Kenneth Hales et ux, and on the Northwest side of Chalfont Road, a public road leading from the Bethlehem Pike to Chalfont; thence extending along the Northwest side of said Chalfont Road, South 38 degrees, 45 minutes West, 222.68 feet to a point a corner of a 5 feet strip of ground being the land of John R. Campbell et ux; thence extending along the Northeast side of lands of John R. Campbell et ux, in a Northwesterly direction 393.90 feet to other land of John R. Campbell et ux; thence extending along said land of John R. Campbell, et ux, North 40 degrees, 5 minutes East, 240.60 feet to land of Kenneth Hales et ux; thence extending along land of Kenneth Hales et ux, the two following courses and distances: (1) South 48 degrees, 10 minutes East, 72.65 feet; (2) South 48 degrees, 45 minutes East, 320.35 feet to the place of beginning.

BEING PARCEL NO. 46-00-00817-00-1.

DB 5459 PG 1957



BEING the same premises which Donald Watt and Samuel James Watt, Jr., by Indenture dated 7/14/1986 and recorded 8/22/1986 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 4810 page 1165, granted and conveyed unto John R. Campbell and Janet L. Campbell, his wife, in fee.

#11421	
MONTGOMERY TWP.	10000.00
STATE STAMP	10000.00
TOTAL	20000.00
CHECK	7000.00
CHECK	7000.00
CHECK	3000.00
CHECK	3000.00
ITEM 2	
06-12-03 THU #1	CASH-11 0730 12:47

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 46-00-00820-00-7 MONTGOMERY
 DOYLESTOWN RD
 CAMPBELL JOHN R & JANET L
 B 003 U 071 L 1101 DATE: 05/22/03

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 46-00-00940-00-4 MONTGOMERY
 ELM PL
 CAMPBELL JOHN R & JANET L
 B 003 U 058 L 2104 DATE: 05/22/03

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 46-00-00817-00-1 MONTGOMERY
 DOYLESTOWN RD
 CAMPBELL JOHN R & JANET L
 B 003 U 022 L 1101 DATE: 05/22/03

005459PG1958



Together with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said grantors, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee ~~its~~ successor and assigns, to and for the only proper use and behoof of the said Grantee ~~its~~ successor and assigns, forever.

And the said Grantors, their heirs, executors and administrators, do covenant, promise and agree, to and with the said Grantee ~~its~~ successors and assigns, by these presents, that the said Grantors and their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with appurtenances, unto the said Grantee ~~its~~ successor and assigns, against the said Grantors and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will

WARRANT and forever DEFEND.

In Witness Whereof, the parties of the first part hereunto set their hand and seal. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

William R. Cooper

John R. Campbell (SEAL)
JOHN R. CAMPBELL

Janet L. Campbell (SEAL)
JANET L. CAMPBELL



DB 5459PG 1959



Commonwealth of Pennsylvania

County of Montgomery ss:

On this the 15th day of May, 2003, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the said County and State the undersigned Officer, personally appeared JOHN R. CAMPBELL and JANET L. CAMPBELL, known to me (satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

Nancy S. Capron
Notary Public

The address of the above-named Grantee :
Fairway ⁸⁰² Associates LP
c/o Trefoil Properties, Inc.
1120 Welsh Road, Suite 210
North Wales, PA 19454
On behalf of the Grantee



Record and return to:
FIDELITY NATIONAL TITLE-BLUE BELL
486 NORRISTOWN ROAD, SUITE 230
BLUE BELL, PA 19422
548714
BLUE BELL



Margaret Eichenbach

DB 5459 PG 1960



DEED FOR TECCO ASSOCIATES PROPERTY

Portion of 697 Bethlehem Pike, ±5.0 acres, Block 46003, Unit 012

REQUIRED ITEM No. 4

RECORDER OF DEEDS
MONTGOMERY COUNTY PENNSYLVANIA
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax (610) 278-3869

**I hereby certify that the following is a true and correct
copy of the original document
recorded in Montgomery County, PA**



Jeanne Sorg

Jeanne Sorg, Recorder of Deeds

Certification signature by montgomery_county_rde@propertyinfo.com, Validity Unknown

Certified and Digitally Signed

Validation may require Adobe® Windows® Integration!

eCertified copy of recorded # 1984000961 (page cover of 5)
Montgomery County Recorder of Deeds



STATE TAX
AFFIDAVIT
FILED

No. 330 P Fee Simple Deed - Typewriter
Yeo & Lukens Co., Philadelphia

C ①

000024

This Indenture Made the *Thirtieth*

day of *December* in the year of our Lord one thousand nine
hundred and eighty-three (1983) **Between**

EDWARD T. CHRISTIANSEN, SR., EDWARD T. CHRISTIANSEN, JR., and
THOMAS A. CHRISTIANSEN, Tenants in Co-partnership

14.3
2.0
2.0

(hereinafter called the Grantors), of the one part, and
TELFORD INDUSTRIAL DEVELOPMENT AUTHORITY

(hereinafter called the Grantee), of the other part;
Witnesseth, That the said Grantors for and in consideration of the sum of
ONE DOLLAR (\$1.00)----- lawful
money of the United States of America, unto them well and truly paid by the said
Grantee at and before the sealing and delivery of these presents, the receipt whereof is
hereby acknowledged, have granted, bargained, sold, aliened, encoffed, released and
confirmed, and by these presents do grant, bargain, sell, alien, encoff, release and
confirm unto the said Grantee, its successors and Assigns,

JAN 3 11 01 AM '84

ALL THAT CERTAIN tract of land Situate in the Township of Montgomery,
County of Montgomery and Commonwealth of Pennsylvania bounded and
described according to a Survey and Plan made by William S. Erwin,
Registered Professional Engineer, Fairless Hills, Pennsylvania, on
the 18th day of April 1973, as follows, viz:

BEGINNING at a corner in the center line of a proposed street known
as Pine Street (50 feet wide), on the easterly widening line of
Bethlehem Pike (Route 309); said point being 50.00 feet at right
angles in an easterly direction from the center line of Bethlehem
Pike; thence along the center line of Pine Street, which is also
along lands of John Nells North 69 degrees 17 minutes East 813.12
feet to a corner in line of lands of Kenneth B. Hales; thence along
lands of Kenneth B. Hales, South 44 degrees 44 minutes East 492.64
feet to an iron pin set for a corner in the center line of proposed
street known as Elm Place (50.00 feet wide); thence along the center
line of Elm Place South 69 degrees 17 minutes West 613.62 feet to a
corner of Lot 2, which is remaining lands of Montgomeryville
Associates; thence along the same, the two following courses and
distances: (1) North 20 degrees 43 minutes West 275.00 feet to a
corner; (2) South 69 degrees 17 minutes West 400.0 feet to a corner
on the Easterly road widening line of Bethlehem Pike; thence along
the same North 20 degrees 43 minutes West 175.00 feet to a corner
in the center line of Pine Street and place of beginning.

BEING PARCEL NO. 46-00-00223-00-1.

2.00
1.00

BOOK 4726 PG 2198

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
46-00-00223-00-1 MONTGOMERY DBK 4702
BETHLEHEM PIKE ES R PC 1843
CHRISTIANSEN EDWARD SR & THOMAS
B 3 U 0128 2209 DATE 12/30/83



TOGETHER with the non-exclusive perpetual easement for any lawful purpose, including ingress and egress from and to Bethlehem Pike (U.S. Route 309), over property conveyed by Montgomeryville Associates to [redacted] of Montgomery bounded on the West by the legal right of way line of U.S. Route 309, bounded on the East by the Westerly boundary of the aforesaid property conveyed by Grantor to Grantee, and bounded on the North and South by extensions of the Northerly and Southerly boundaries of the aforesaid property conveyed by Grantor to Grantee.

BEING the same premises which Montgomeryville Associates, a Joint Venture consisting of the Equitable Life Assurance Society of the United States and Montgomery Square Associates, a Pa. Limited Partnership by Indenture bearing date the 24th day of February A.D. 1983 and duly recorded in the Office of the Recorder of Deeds, in and for the County of Montgomery, at Norristown, Pa., in Deed Book 4702 Page 1843 &c., granted and conveyed unto Edward T. Christiansen, Sr., Edward T. Christiansen, Jr., and Thomas A. Christiansen, as tenants in Co-partnership, in fee.

REALTY TRANS. TAX PAID	
STATE	_____
LOCAL	_____
PER	<i>JB</i>

BOOK 4726 PG 2199



Together with all and singular improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground above described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, to and for the only proper use and behoof of the said Grantee, its successors and Assigns forever.

And the said Grantors, for themselves, their

Heirs, Executors, and Administrators do by these presents covenant, grant and agree, to and with the said Grantee, its successors and Assigns, that the said Grantor, their

Heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, against they the said Grantors, their

Heirs, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under them or any of them, Shall and Will

WARRANT and forever DEFEND.

In Witness Whereof the said parties of the first part to these presents have hereunto set their hands and seals. Dated the day and year first above written.

Signed, Sealed and Delibered }
IN THE PRESENCE OF ALL

Edward T. Christiansen 
Edward T. Christiansen, Sr.
Co-partner
Edward T. Christiansen, Jr. 
Edward T. Christiansen, Jr.
Co-partner
Thomas A. Christiansen 
Thomas A. Christiansen
Co-partner

BOOK 4726 PG 2200



STATE OF PENNSYLVANIA }
COUNTY OF Montgomery } SS.

On this, the 30 day of December 19 83, before me,

the undersigned officer,
personally appeared EDWARD T. CHRISTIANSEN, SR., EDWARD T. CHRISTIANSEN, JR.,
and THOMAS A. CHRISTIANSEN, Co-partners
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within
instrument, and acknowledged that they executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Janice McDermott

JANICE McDERMOTT
Notary Public, Phila., Phila. Co.,
My Commission Expires July 9, 1984

New Title Sec. Co.

*206-557 N. 11
2nd 60th St, Bldg 50
King of Prussia, Pa. 19406*

Deed

EDWARD T. CHRISTIANSEN, SR.,
EDWARD T. CHRISTIANSEN, JR., and
THOMAS A. CHRISTIANSEN,
Tenants in Co-partnership

to

TELEFORD INDUSTRIAL
DEVELOPMENT AUTHORITY

PREMISES: Bethlehem Pike,
Montgomery Township,
Montgomery County, PA

No. 302-P
Erie & Lankers Cn.,
Philadelphia



Montgomery County S. S.

Recorded in the Office for Recording of Deeds & c.

In and for said county in Deed book

No. 4726 Page 2198 & c.

Witness my hand and seal of office this 3

day of January, 19 84

James R. Price
Recorder

The residence of the within-named Grantee is
*c/o Stanley S. Henry Esq
1714 N. Broad Street
PO Box 409
Chesham, Pa. 19006*
On behalf of said Grantee
grubbs

BOOK 4726 PG 2201



REALTY TRANSFER TAX
AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY
BOOK NUMBER 4726-198
PAGE NUMBER _____
DATE RECORDED 1-3-84

COMPLETE APPLICABLE SECTIONS IN FULL AND FILE IN DUPLICATE WITH RECORDER OF DEEDS WHEN (1) THE FULL CONSIDERATION IS NOT SET FORTH IN THE DEED, (2) THE TRANSFER IS WITHOUT CONSIDERATION OR A GIFT, OR (3) A TAX EXEMPTION IS CLAIMED, [REFER SECT. 8, RTT ACT OF DEC. 27, 1951, P.L. 1742 AS AMENDED]

SECTION I
(COMPLETE FOR ALL TRANSACTIONS)

Edward T. Christians Sr. (COMPLETE FOR ALL TRANSACTIONS)
Edward T. Christians Sr. & Thelma A. Christians 2708 Susquehanna Road Roslyn, PA 19001
GRANTOR(S) ADDRESS ZIP CODE
Telford Industrial c/o Stanford S. Hunn, Esq., 1709 N. Broad St.,
DEVELOPMENT AUTHORITY P. O. Box 407, Lansdale, PA 19446
GRANTEE(S) ADDRESS ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

Route 309 Montgomeryville Montgomery County
R.D. STREET & NUMBER OR OTHER DESCRIPTION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY

FULL CONSIDERATION \$ 16.00 HIGHEST ASSESSED VALUE \$ N/A
FAIR MARKET VALUE \$ N/A REALTY TRANSFER TAX PAID \$ 0

TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON(S) AND CITE PORTION OF LAW. This transaction is exempt as a conveyance to an industrial development authority duly organized and existing under the laws of the Commonwealth of Pennsylvania under Act No. 1978 - 253 approved October 5, 1978.

IF THIS IS A TRANSFER FROM A STRAW, AGENT OR TRUST AGREEMENT, COMPLETE THE REVERSE SIDE.

SECTION II
(COMPLETE ONLY IF PROPERTY WAS SUBJECT TO LIEN OR MORTGAGE AT THE TIME OF TRANSFER)

EXISTING MORTGAGE: \$ _____ DISPOSITION _____
MORTGAGEE _____ ADDRESS _____
EXISTING MORTGAGE: \$ _____ DISPOSITION _____
MORTGAGEE _____ ADDRESS _____
EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____
LIENHOLDER _____ ADDRESS _____
EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____
LIENHOLDER _____ ADDRESS _____

SECTION III
(COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

OFFICIAL CONDUCTING SALE NAME _____ ADDRESS _____ CITY _____
SUCCESSFUL BIDDER NAME _____ ADDRESS _____ CITY _____

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			
JUDGEMENT PLUS INTEREST	\$		
BID PRICE		\$	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$	\$	
TOTAL	\$	\$	\$

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS 19th DAY OF December 1983
Janice McDermott
NOTARY PUBLIC

MY COMMISSION EXPIRES _____
JANICE McDERMOTT
Notary Public, Phila., Phila. Co.
My Commission Expires July 6, 1984

ALL OF THE INFORMATION ENTERED ON BOTH SIDES OF THIS AFFIDAVIT IS TRUE, FULL AND COMPLETE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Edward T. Christians Sr.
 GRANTEE AGENT FOR GRAN
 GRANTEE AGENT FOR GRAN
 STRAW TRUSTEE



AGREEMENT OF SALE FOR FAIRWAY 202 ASSOCIATES PROPERTIES

REQUIRED ITEM No. 5

AGREEMENT OF SALE

This AGREEMENT OF SALE (this "Agreement") dated as of April 24, 2014, is by and between by and between FAIRWAY 202 ASSOCIATES, L.P., a Pennsylvania limited partnership having an address at 1690 Sunnyside Pike, Suite 240, Lansdale, Pennsylvania 19446 ("Seller"), and HAWTHORN DEVELOPMENT LLC, a Washington limited liability company having its principal place of business at 9310 NE Vancouver Mall Drive, Suite 200, Vancouver, WA 98662 ("Buyer").

WITNESSETH

Intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale of Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all those certain parcels of land containing approximately five (5) acres in the aggregate, located at 418 Doylestown Road, identified as tax parcel numbers 46-00-00817-001, 46-00-00820-007 and 46-00-00940-004, respectively, located in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as each such parcel is more particularly described on Exhibit A attached hereto and made a part hereof (each a "Parcel" and, collectively, the "Real Property"), together with all of Seller's right, title and interest in and to:

(a) all buildings, structures, fixtures and other improvements, if any, existing thereon (collectively, the "Improvements");

(b) all rights, privileges and appurtenances benefiting the Real Property and/or Improvements, including without limitation, all mineral and water rights and all easements, rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Real Property and/or the Improvements;

(c) to the extent assignable or transferable, any intangible property used in connection with the foregoing, including without limitation, all contract rights, warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy which benefit the Real Property and/or the Personal Property (the "Intangible Property");

(d) to the extent assignable or transferable, all development rights, permits and approvals with respect to the Real Property and/or Improvements; and

(e) all claims and unpaid insurance proceeds or condemnation awards for damage to or taking of any of the foregoing items.

The Real Property, together with the items listed in (a) through (e), are hereinafter referred to collectively as the "Property." Notwithstanding the foregoing or anything to the contrary contained in this Agreement, the Property specifically excludes bank accounts and funds held or maintained by Seller with respect to the Real Property.

2. Purchase Price. The total purchase price (the "Purchase Price") to be paid by Buyer for the Property is _____ payable as follows:

(a) Upon Buyer's execution and delivery of this Agreement, Buyer shall deposit with Fidelity National Title Insurance Company, CLT PA Philadelphia (in such capacity, the "Title Company" and, in its capacity as escrow agent hereunder, the "Escrow Agent") the sum of _____

) (the "Earnest Money") in the form of cash, cashier's check, certified check, bank cashier's check or wire transfer of funds; and

(b) The balance of the Purchase Price (the "Purchase Price Balance"), plus or minus any credits, pro-rations or other adjustments provided for in this Agreement, shall be paid at Closing by cash or by in the form of cash, cashier's check, certified check, bank cashier's check, title company check or wire transfer of funds.

3. Escrow of Earnest Money. The Earnest Money shall be held by Escrow Agent pending consummation of this transaction in accordance with the terms of this Agreement in a federally insured escrow account with a Pennsylvania or federally chartered banking or savings institution. All interest, if any, earned on the Earnest Money shall follow the Earnest Money.

(a) Except in the event (i) Buyer properly terminates this Agreement on or before the end of the Due Diligence Period as expressly set forth herein, or (ii) the Seller is in default pursuant to Section 15 of this Agreement, or (iii) Buyer chooses to terminate the Agreement in accordance with Section 4(c)(ii) of this Agreement, the Earnest Money shall be non-refundable and shall be retained by Seller, but shall be credited on account of the Purchase Price if and when Closing is consummated hereunder. If, pursuant to the terms of this Agreement, Seller is entitled to payment of the Earnest Money, Escrow Agent shall pay the Earnest Money to Seller. If, pursuant to the terms of this Agreement, Buyer is entitled to a return of the Earnest Money, Escrow Agent shall disburse the Earnest Money to Buyer.

(b) Escrow Agent and its officers, directors, partners and employees are acting as agents only, and will in no case be held liable either jointly or severally to either party for the performance of any term or covenant of this Agreement or for damages for the nonperformance hereof, except for Escrow Agent's own fraudulent or intentional misconduct or gross negligence, nor shall Escrow Agent be required or obligated to determine any questions of fact or law. If there is a dispute between Seller and Buyer regarding whether the Earnest Money shall be returned to Buyer or delivered to Seller, Escrow Agent shall have no obligation to either Seller or Buyer except to interplead the proceeds into an appropriate court of competent jurisdiction. Escrow Agent may act upon any instrument or other writing believed by Escrow Agent in good faith to be genuine and to be signed and presented by the proper person. Escrow Agent shall be under no obligation to institute or defend any action, suit or legal proceeding in connection herewith or to take any other action likely to involve Escrow Agent in expense (except to interplead the Earnest Money as aforesaid) unless first indemnified to its reasonable satisfaction by Seller and Buyer. Escrow Agent shall not be entitled to any fee in connection with its acting as escrow agent hereunder.

4. Condition of Title.

(a) At Closing, Seller shall convey to Buyer fee simple title to the Property in accordance with all of the provisions of this Agreement, and such title shall be (I) good and marketable and free and clear of liens, assessments, restrictions, encumbrances, easements, leases, tenancies, claims or rights of use or possession and other title objections, except for: those title exceptions set forth on Exhibit B attached hereto and made a part hereof; real estate taxes (other than general or special exceptions) allocable (in accordance with the provisions of this Agreement) to any period after Closing and not yet due and payable as of the Closing Date or due and payable but not yet a lien; easements of public utilities located in the right of way of adjoining public roads now opened; rights of the public in adjoining public roads now opened; and the "Exclusions from Coverage" and the standard printed exceptions (collectively, the "Permitted Title Exceptions"); and (II) insurable as aforesaid at regular rates by any reputable title insurance company selected by Buyer (the "Title Insurance Company") pursuant to

the standard Stipulations and Conditions of a 2006 ALTA Policy of Owner's Title Insurance containing no exceptions to title other than the Permitted Title Exceptions. Promptly following the full execution of this Agreement, Buyer shall order a current title report (the "Title Report") from the Title Insurance Company and, if Buyer so elects, an ALTA/ACSM survey (the "Survey") of the Real Property from a reputable surveyor (reasonably acceptable to Seller) licensed to practice in the Commonwealth of Pennsylvania. Buyer shall deliver a copy of the Title Report and the Survey (if applicable) to Seller promptly upon receipt and in all events prior to the date (the "Title Objection Date") which is ten (10) days before the expiration of the Due Diligence Period (as hereinafter defined), together with a list of any exceptions to title which do not constitute Permitted Title Exceptions (the "Title Objections"). Within five (5) days following receipt of the Title Objections, Seller shall advise Buyer in writing whether it will (x) cause any such Title Objections to be removed or discharged on or before the Closing Date, or (y) that Seller is unable or unwilling to remove or discharge any such Title Objections, in which event Buyer, by written notice to Seller on or before the last day of the Due Diligence Period, may terminate this Agreement. All matters disclosed by the Title Report or the Survey and either waived, approved, deemed to be approved or not objected to by Buyer pursuant to this Section 4(a) shall be "Permitted Exceptions" for purposes of this Agreement.

(b) If Buyer fails to obtain the Title Report or the Survey, timely provide notice of the Title Objections or timely terminate this Agreement pursuant to the terms of Section 4(a), Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to Section 4(a).

(c) If title to the Real Property cannot be conveyed to Buyer at Closing in accordance with the requirements of this Agreement, the same shall not constitute a default by Seller under this Agreement, and Buyer shall have the option of either:

(i) Taking such title as Seller can cause to be conveyed and irrevocably waiving the unfulfilled condition, without reduction of the Purchase Price (except that any Title Objection affecting the Property that Seller shall have agreed to remove under Section 4(a)(x) above which can be cured by the payment of money may, in Seller's sole discretion, be paid and discharged by Seller from, but not in excess of, the net proceeds of the Purchase Price), whereupon the parties hereto shall complete the transaction herein contemplated and the provisions relating to the condition of title shall be deemed waived by Buyer; or

(ii) Terminating this Agreement by notice to Seller, whereupon this Agreement shall become null and void, and Buyer shall thereupon surrender to Seller Buyer's copy of this Agreement for cancellation and neither party hereto shall thereafter have any further rights, obligations or liabilities hereunder, except for any provision of this Agreement that, by its terms, survives such cancellation or termination. In such case, the Earnest Money (other than any extension payments as provided in Section 5(b)(iii) hereof) shall be returned to Buyer, provided, however, that if title to the Real Property cannot be conveyed to Buyer at Closing in accordance with the requirements of this Agreement as a result of Seller's failure to cure a Title Objection affecting the Property that Seller shall have agreed to remove under Section 4(a)(x) above, all extension payments as provided at Section 5(b)(iii) paid by Buyer as of the date of such termination shall also be returned to Buyer.

5. Contingencies.

(a) Due Diligence Period. Buyer shall have ninety (90) days following the full execution of this Agreement (the "Due Diligence Period") to conduct due diligence inspections and investigations, searches of, and examinations of, on and for, the Property (the "Due Diligence Inspection"). Buyer and its agents, representatives, employees, inspectors or contractors (collectively, "Buyer's Agents") shall have the right to enter upon the Real Property, at Buyer's own risk, for such

purposes and at reasonable times from time to time during such Due Diligence Period, and upon reasonable advance notice to Seller, provided that Buyer first delivers to Seller evidence of insurance satisfactory to Seller which names Seller and its agents, employees, successors and assigns (the "Seller Parties") as additional insured. Buyer shall use reasonable care to avoid damage to the Property and interference with the operations of the Property, and all actions taken by or on behalf of Buyer pursuant to this Section 5(a) shall be in accordance with all applicable laws, rules and regulations of the appropriate governmental authorities having jurisdiction. Notwithstanding any provision herein to the contrary, Buyer shall not be permitted to conduct or cause to be conducted any invasive testing on the Property without the prior written consent of Seller. Buyer, at Buyer's sole cost and expense, shall promptly repair any damage caused to the Property or any part thereof by Buyer or Buyer's Agents; and Buyer shall indemnify, defend and hold harmless Seller and the Seller Parties from, for and against any and all claims, losses, costs, damage, injuries and expenses (including, but not limited to, any mechanics' and materialmen's liens) arising out of entry upon the Property or work conducted thereon by Buyer or Buyer's Agents. Buyer shall promptly provide Seller with the results of all title searches, surveys, environmental investigations, analytical and sampling data and results of any soil or groundwater sampling, and engineering studies, investigations and reports resulting from the Due Diligence Inspection that Buyer or any Buyer Representative obtains or produces in connection with or relating to the Property (collectively, the "Disclosure Information"). Buyer and Buyer's Agents shall keep the Due Diligence Materials and all Disclosure Information strictly confidential and the same shall not be disclosed to anyone other than to Buyer's attorneys, accountants, present or prospective sources of financing, advisors, partners, directors, officers, employees, contractors and representatives of Buyer who need to know such information for the purpose of evaluating and consummating the transaction. Buyer shall inform each such party to whom the Disclosure Information is disclosed of the confidential nature of the Due Diligence Materials and the Disclosure Information and shall be directed by Buyer to keep same in the strictest confidence. Without limiting the foregoing, Buyer agrees that, in the event that Buyer's Due Diligence Inspection reveals the existence of any environmental or other condition which may impose an obligation to report such condition to any Governmental Authority (as defined herein), neither Buyer nor any Buyer's Agents shall make a report to any such Governmental Authority without Seller's prior written consent, which consent may be withheld in Seller's sole discretion unless Buyer has an independent legal obligation to report such condition that is not relieved by Seller's reporting of such condition, or, if Buyer is so relieved of such obligation, Seller, after being provided with a reasonable opportunity to report such condition, has failed to report such condition. Buyer shall be responsible for any breach of the obligations set forth in this subparagraph by Buyer or any Buyer's Agents. In the event the results of the Due Diligence Inspections are not satisfactory to Buyer, Buyer shall have the right to terminate this Agreement on or before the last day of the Due Diligence Period by written notice to Seller, in which event Buyer's obligation hereunder to purchase the Property shall be null and void, Buyer shall be entitled to a return of the Earnest Money, and upon return of the Earnest Money, there shall be no further liability between Seller and Buyer with respect to the subject matter of this Agreement, except as otherwise expressly set forth herein. In the event that this Agreement is terminated by Buyer on or before the last day of the Due Diligence Period, Buyer shall promptly return to Seller (at no expense to Seller), without retaining any copies thereof, all originals and copies of the Due Diligence Materials relating to the Property. The provisions in this Section 5(a) above shall survive the completion of Closing or earlier termination of this Agreement. Buyer's failure to terminate this Agreement on or before the last day of the Due Diligence Period pursuant to this Section 5(a) shall constitute Buyer's irrevocable waiver of its right to terminate this Agreement pursuant to this Section 5(a).

(b) Land Development Approvals Period.

(i) On or before the last day of the Due Diligence Period (the "Land Development Approvals Period"), Buyer shall have obtained all Land Development Approvals (as defined herein) necessary to permit Buyer's intended use of the Property as and for a senior congregate care residential facility containing at least 125 suites ("Buyer's Proposed Development"). Buyer shall promptly apply for and expeditiously pursue governmental approval of its land development plans ("Land Development Approvals") for the Buyer's Proposed Development. For purposes of this Agreement, the term "Land Development Approvals" shall mean confirmation of zoning, and completion of any required applications, if required, and the expiration without appeal of all appeal periods for, all permits, land use approvals, variances and rezonings, sewer permits and highway occupancy permits or requirements with requirements and conditions satisfactory to Buyer in Buyer's sole discretion to permit Buyer's Proposed Development. To avoid doubt, in no event shall the term "Land Development Approvals" mean or include building permits, grading permits, or demolition permits.

(ii) Promptly following the full execution of this Agreement, Buyer shall apply for and use commercially reasonable and diligent efforts to pursue (and, when obtained, to maintain in effect) the Land Development Approvals. Buyer shall keep Seller regularly informed of and, at least five (5) days before any submission to any governmental agency, deliver to Seller copies of Buyer's proposed applications for all Land Development Approvals. Seller agrees to execute such instruments (in form and substance reasonably acceptable to Seller) as may be necessary in connection therewith, shall cooperate with Buyer and attend hearings if necessary, but all costs in connection with such applications and approvals, including Seller's reasonable costs of advisors or legal counsel, not exceeding a total of \$500.00 in the aggregate, if any, relating to the review of such instruments, shall be borne by Buyer. Buyer shall deliver to Seller, concurrently with the submission of Buyer's application for any Land Development Approvals, a copy of the application and of all plans and other documents submitted in connection with the application. Buyer shall be responsible for all costs and fees associated with the Land Development Approvals.

(iii) In the event Buyer has not received the Land Development Approvals on or before the last day of the Land Development Approvals Period, Buyer may terminate this Agreement on or before the last day of the Land Development Approvals Period by written notice to Seller, in which event Buyer's obligation hereunder to purchase the Property shall be null and void, Buyer shall be entitled to a return of the Earnest Money, and upon return of the Earnest Money, there shall be no further liability between Seller and Buyer with respect to the subject matter of this Agreement, except as otherwise expressly set forth herein. Provided Buyer is diligently pursuing the Land Development Approvals, Buyer may extend the Land Development Approvals Period for nine (9) additional consecutive periods of one (1) month each, provided, however, that (A) Buyer provides notice to Seller of such extension (each, an "Approvals Extension Period") prior to the end of the Land Development Approvals Period or the then current Approvals Extension Period, as the case may be, (B) Buyer shall pay to Seller (or release to Seller from the initial Earnest Money being held by Escrow Agent) Earnest Money in the amount of \$4,500 for each Approvals Extension Period ("Approval Extension Period Earnest Money Deposit"), and (C) all Earnest Money (including the initial Earnest Money) shall be credited against the Purchase Price, but each Approval Extension Period Earnest Money Deposit shall be non-refundable to Buyer in the event Buyer terminates this Agreement during any Approvals Extension Period.

(iv) Buyer understands and agrees that, as of the date of this Agreement, Seller has obtained certain use and development approvals for the Property that are different than the Land Development Approvals to be sought and obtained by Buyer for Buyer's Proposed Development. It is the express understanding and intention of Seller and Buyer to avoid the issuance or acceptance of any Land Development Approval which would obligate Seller or any future owner of the Property, if Closing

does not occur hereunder, to construct any improvement, incur any liability or which would affect in any way the existing use and development approvals, the use or occupancy of the Property or any improvement now or hereafter constructed or approved for construction on the Real Property, or otherwise result in any liability to Seller, such that Seller and the Property would be in the same state as if Buyer's applications for the Land Development Approvals had never existed and approval had never occurred (excepting the public record of Buyer's applications). To that end, Buyer understands and agrees that Buyer and Buyer's consultants and advisors shall consult and coordinate with Seller prior to the preparation of reports, data, plans or applications and prior to any communication with or submission to any governmental agency (including, without limitation, land development plans, building plans and land development plan revisions) or acceptance of any Land Development Approval for Buyer's Proposed Development. Buyer agrees to permit Seller to participate with Buyer in any discussions and negotiations with governmental agencies with respect to Buyer's Proposed Development. In addition, if Closing does not occur hereunder, Buyer shall cooperate with Seller in preparing and filing any and all documents and instruments necessary to withdraw or abandon Buyer's applications for the Land Development Approvals and to preserve or reinstate, as applicable, Seller's existing use and development approvals for the Property.

6. Pennsylvania Sewage Facilities Act. Buyer acknowledges and understands that there may be no community sewage system or other sewage facilities available to serve the Property, and that permits and other approvals may have to be obtained by Buyer pursuant to applicable law. Buyer will contact local agencies charged with administering sewage facilities (including Montgomery Township) to determine the availability of sewage facilities and the procedures and requirements for obtaining permits and approvals. This Section is intended to comply with the Pennsylvania Sewage Facilities Act.

7. Access to Public Road. Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Pennsylvania Department of Transportation, and Buyer is solely responsible for all costs and expenses associated with the same.

8. Condition of Property. **BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PROPERTY IN ITS "AS IS" AND "WHERE IS" CONDITION AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR ANY OF THE SELLER PARTIES HAS MADE ANY REPRESENTATIONS OR WARRANTIES TO BUYER, AND THAT SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITION, EXPENSE, OPERATION OR PROFITABILITY OF THE PROPERTY, THE ABILITY TO DEVELOP AND USE THE PROPERTY, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY.** Buyer represents and warrants to Seller that Buyer will be given ample opportunity to perform a full and complete due diligence inspection of the Property and other inspections, investigations, analyses and evaluations of the Property, and that Buyer is sophisticated and experienced with respect to business matters and is a sophisticated and experienced buyer of real property, which enables Buyer to evaluate the merits and risks of the transaction contemplated by this Agreement.

9. Property Information. Within ten (10) days following full execution of this Agreement, Seller shall deliver or make available to Buyer, without charge, all plans, maps, surveys, descriptions, title reports, permits, certifications, licenses, approvals, environmental audits, and other documentation respecting the Property in the possession of Seller or any agent of Seller on the date hereof, which material shall be promptly returned to Seller by Buyer if Closing is not completed hereunder.

10. Casualty or Condemnation.

(a) Casualty. If, prior to Closing, the Property (or any part thereof) is destroyed or damaged by fire or other casualty, Seller agrees to notify Buyer thereof, and Buyer shall nevertheless proceed with Closing (subject to the other provisions hereof), but Buyer shall be entitled to any and all insurance proceeds payable as a result of such damage or destruction and, to the extent the same may be necessary or appropriate, Seller shall assign to Buyer at Closing Seller's right, title and interest in and to such proceeds.

(b) Condemnation. If, prior to Closing, any condemnation proceeding or other proceeding in the nature of eminent domain ("Condemnation") in connection with the Property is commenced or any change is made, or proposed to be made, to the current means of ingress and egress to the Property or to the roads or driveways adjoining the Property, or to change such ingress or egress or to change the grade thereof, Seller agrees to notify Buyer thereof, in which event Buyer shall have the right to terminate this Agreement by giving written notice to Seller within ten (10) days after receipt of such notice, or to proceed to Closing hereunder as if no such proceeding had commenced and Buyer will pay Seller the full Purchase Price in accordance with this Agreement, and Seller shall assign to Buyer all of its right, title and interest in and to any compensation for such Condemnation. If Buyer does not terminate this Agreement within the aforesaid ten (10) day period, this Agreement shall continue in full force and effect and Buyer shall proceed to Closing hereunder.

11. Closing. Closing of the sale and purchase of the Property (the "Closing") shall take place on the date (the "Closing Date") which is thirty (30) days following the later to occur of (a) the last day of the Due Diligence Period (unless this Agreement is terminated as may be expressly set forth in Section 5(a) this Agreement), and (b) the last day of the Land Development Approvals Period, as the same may be extended as set forth in this Agreement (unless this Agreement is terminated as may be expressly set forth in Section 5(b) this Agreement) or the receipt of the Land Development Approvals, whichever is earlier. The Closing shall take place on the Closing Date by mail through an escrow established with the Escrow Agent, unless the parties mutually agree in writing to another place and/or time for Closing.

12. Provisions with Respect to Closing.

(a) Seller Closing Deliveries. At least one (1) business day prior to the Closing Date, Seller shall deliver, or cause to be delivered, each of the following:

(i) Deed. A special warranty deed conveying title to the Real Property and Improvements, duly executed and acknowledged by Seller, in proper recordable form (the "Deed").

(ii) Tax Receipts. The original or a copy of each bill or such other evidence as may be available from the applicable public authorities for current real estate and ad valorem taxes, together with proof of payment thereof (to the extent the same have been paid).

(iii) FIRPTA Affidavit. A Nonforeign Person Certification as required under Section 1445 of the Internal Revenue Code.

(iv) Additional Documents. Such additional documents in form and content reasonably acceptable to Seller and its counsel that may reasonably be requested by Buyer or the Title Company to carry out the provisions of this Agreement, including, without limitation, applicable realty transfer tax affidavits and closing statements.

(b) Buyer Closing Deliveries. At least one (1) business day prior to the Closing Date and except as noted below regarding the delivery of the Purchase Price Balance, Buyer shall deliver, or cause to be delivered, each of the following:

(i) Purchase Price Balance. The Purchase Price Balance in the amounts and in the manner set forth in Section 2(b) of this Agreement.

(ii) Additional Documents. Such additional documents in form and content reasonably acceptable to Buyer and its counsel that may reasonably be requested by Seller or the Title Company to carry out the provisions of this Agreement, including, without limitation, applicable realty transfer tax affidavits and closing statements.

13. Apportionments.

(a) Realty Transfer Taxes. All realty transfer taxes hereunder imposed on or arising in connection with this transaction shall be paid in equal shares by Seller and Buyer at Closing. If any additional realty transfer taxes are imposed upon an assignment of this Agreement or Buyer's interest herein (without limiting the provisions of Section 16 hereof), Buyer shall be solely responsible for the payment of such realty transfer taxes.

(b) Real Estate Taxes and Other Impositions. Real estate taxes and all other apportionable impositions shall be prorated on a per diem basis as of midnight of the date immediately preceding the Closing Date, and such apportionments shall be made, where applicable, with relation to the fiscal year or billing period, as applicable, of the levying or assessing authority. In the event that any of the items listed in this Section 13(b) cannot be finally apportioned on the Closing Date, Buyer and Seller shall in good faith estimate the apportionments at Closing and complete a final adjustment after Closing as soon as final bills for such items are available.

(c) Assessments. Seller shall be responsible to pay for all confirmed assessments levied against the Property prior to the Closing Date, by reason of work ordered, commenced or completed prior thereto. Provided Closing occurs hereunder, Buyer shall be responsible and shall reimburse Seller for such assessments imposed after the date of this Agreement. If, at Closing, the Property (or any portion or portions thereof) shall be affected by any assessment which is required to be paid by Seller pursuant to the provisions of this Section 13(c) and which is or may be payable in installments of which the first installment is then a lien or has been paid, then for the purpose of this Agreement, all of the unpaid installments of any such assessment including those which would become due and payable after Closing shall be deemed to be due and payable as of the Closing Date and shall be paid and discharged by Seller at Closing.

(d) Buyer's Costs. In addition to those costs to be paid by Buyer as set forth elsewhere in this Agreement, Buyer shall pay the following in connection with the Closing (i) the premium and costs for any title insurance obtained by Buyer; and (ii) fees and expenses of Buyer's consultants and counsel relating to this Agreement, the Land Development Approvals, and the transactions contemplated hereby.

(e) Survival. The provisions of this Section 13 shall survive Closing and delivery of the Deed hereunder.

14. Default by Buyer. If Buyer breaches, violates or defaults in the performance or observance of any of the terms and conditions of this Agreement ("Buyer Default"), Seller shall be entitled, at its sole election, and as its sole remedy for such Buyer Default, to terminate this Agreement

and retain the full Earnest Money, together with all interest accrued thereon, as liquidated damages for such Buyer Default (it being agreed that the actual amount of damages to Seller in the event of such Buyer Default are extremely difficult, if not impossible, to ascertain with certainty and the amount of the Earnest Money, together with all interest accrued thereon, is a reasonable estimate thereof), and the further right to pursue any rights and remedies available against Buyer at law or in equity (including, but not limited to, specific performance) with respect to any surviving obligations of the Buyer under this Agreement.

15. Default by Seller. If Seller, without the right to do so and in default of its obligations hereunder, fails to complete Closing ("Seller Default"), Buyer, as its sole and exclusive remedy, may elect to (a) have the right to have the Earnest Money, together with all interest accrued thereon returned to Buyer, and to receive (upon receipt by Seller of supporting documentation evidencing the same) reimbursement of Buyer's actual, reasonable out-of-pocket costs in connection with the Due Diligence Inspections and the Land Development Approvals, but in no event in excess of Twenty Five Thousand Dollars (\$25,000), or (b) exercise the remedy of specific performance to cause Seller to convey to Buyer title to the Property, as long as any action for specific performance is commenced within one hundred twenty (120) days following such default, failing which Buyer shall be deemed to have absolutely and irrevocably waived and relinquished its right to commence such an action for specific performance. Except as set forth in this Section 15, Buyer hereby expressly waives, relinquishes and releases any other right or remedy available to it at law, in equity or otherwise by reason of Seller's inability or failure to perform its obligations hereunder. Without in any way limiting the foregoing, under no circumstances shall Seller be obligated to pay damages (compensatory, punitive, consequential, special, exemplary or otherwise) to Buyer.

16. Assignment. Buyer shall be permitted to assign this Agreement or any of its rights hereunder to an affiliate controlled, in whole or in part, by Hawthorn Retirement Group; provided however, that Buyer shall notify Seller of such assignment at least five (5) days prior to such assignment or the Closing Date, whichever is earlier, and provided that such assignee agrees in writing to assume all of Buyer's obligations hereunder. Buyer shall also be permitted with Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, to assign this Agreement or any of its rights hereunder at Closing to a third party which agrees in writing to assume all of Buyer's obligations hereunder. In the event Buyer assigns its rights hereunder to more than one party, "Buyer" shall be deemed to refer collectively, jointly and severally to Buyer and all parties to which Buyer has assigned this Agreement or its rights hereunder. No assignment, whether to an affiliate or a third party, shall relieve Buyer of its obligations hereunder. If Buyer assigns this Agreement, Buyer shall pay any additional transfer taxes payable in connection with such assignment in accordance with Section 13(a) hereof. The provisions of this Section 16 shall survive Closing or the earlier termination or expiration of this Agreement.

17. Brokerage. Except for Newmark Grubb Knight Frank (the "Listing Broker") and Better Homes and Gardens Real Estate (collectively, the "Broker"), neither party hereto has had any contact or dealing regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. In the event that any other broker or finder (other than the Broker) asserts or perfects a claim for a commission or finder's fee, the party responsible for the contract or communication on which the broker or finder perfected such claim shall indemnify, save harmless and defend the other party from said claim and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same. Seller hereby agrees to pay the commissions due to the Broker through the Listing Broker for the sale of the

Property pursuant to the terms of a separate agreement between Seller and Listing Broker. The provisions of this Section 17 shall survive Closing or the earlier termination of this Agreement.

18. Further Assurances. Following the completion of Closing, at the request of Buyer or Seller, Seller or Buyer shall deliver or cause to be delivered to the requesting party any further instruments, agreements or other documents reasonably acceptable in form and content to such party and its counsel, and shall take all additional reasonable action, as may be necessary to carry out the transactions contemplated hereby.

19. Tax Deferred Exchange. Seller and Buyer shall have the right to structure the sale of the Property as part of one or more deferred exchanges in accordance with the provisions of Section 1031 of the Internal Revenue Code, as amended. Seller and Buyer will make reasonable efforts to cooperate with any such exchange requested by the other; provided that: (a) the Closing Date hereunder will not be changed; (b) the cooperating party, as the case may be, does not incur any additional expense or liability, nor assume any personal liability in connection with a request by the other part to cooperate with such exchange; (c) the exchanging party shall not be released from its obligations under this Agreement if the exchanging party's exchange fails for any reason, and the exchanging party shall remain obligated under this Agreement; (d) the cooperating party shall not be required to acquire title to any other real property (other than the Real Property); and (e) the exchanging party shall indemnify, defend and hold the cooperating party harmless from and against all expenses, losses, costs (including, without limitation, reasonable attorney's fees), damages and claims resulting from the exchanging party's exchange or attempted exchange.

20. Notices.

(a) All notices, statements, demands, requests, consents, communications and certificates from either party hereto to the other shall be made in writing and sent by (i) Unites States Registered or Certified Mail, return receipt requested, postage prepaid, delivered to addressee only, or (ii) by courier service with guaranteed overnight delivery, addressed or sent as follows:

If intended for Buyer:

Hawthorn Development LLC
2264 McGilchrist Street SE, Suite 210
Salem, OR 97302
Attn: Robin Goins
Email: robin.goins@hawret.com
Phone: (503) 586-7212
Facsimile No.: (503) 371-2295

If intended for Seller:

Fairway 202 Associates, LP
c/o Trefoil Properties, LP
Towamencin Corporate Center
1690 Sunnyside Pike, Suite 240
Lansdale, PA 19446
Attn: Mr. Robert T. Wrigley
Facsimile No.: (215) 855-6583

(b) Notices shall be given to such other addresses, or entities as either party hereto may from time to time direct by service of notice on the other party as provided above. Any such notices, statements, demands, requests, consents, communications or certificates shall be deemed given: (i) two (2) days after the same is deposited with the United States Postal Service, or (ii) one (1) day after the same is delivered to a courier service with guaranteed overnight delivery.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns.

22. Entire Agreement. This is the entire agreement between the parties hereto regarding the transaction contemplated hereby and this Agreement supersedes and replaces any and all other terms, covenants, conditions, warranties, representations or statements, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or affect this Agreement in whole or in part unless such agreement is in writing and signed by both Seller and Buyer.

23. Headings. The headings incorporated in this Agreement are for convenience of reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and conditions hereof.

24. Governing Law. This Agreement shall be construed, interpreted and governed by the laws of the Commonwealth of Pennsylvania.

25. Severability. If any provision of this Agreement or its application to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

26. Waiver. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

27. Limitation of Liability. No present or future partner, director, officer, member, shareholder, employee, advisor, affiliate or agent of or in Seller or any affiliate of Seller shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment to any of the foregoing made at any time. The provisions of this Section 27 shall survive Closing or the earlier termination of this Agreement, as applicable.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical hereto in form but having attached to it one or more additional signature pages. The execution in counterpart of the signature page or pages of this Agreement by one party and the delivery of a scanned PDF or facsimile transmission thereof, detached from this Agreement, by e-mail or facsimile to the other party or such party's attorney or agent shall bind the delivering party as fully as if it had delivered complete, original copies of this Agreement bearing such party's original signature; *provided,*

however, that the parties agree that it is their intent to exchange multiple fully executed original copies of this Agreement bearing their respective original signatures, and each party agrees to reasonably cooperate in achieving such end, notwithstanding that signature pages previously may have been delivered by any of the parties by e-mail or facsimile as herein permitted.

29. Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday in the Commonwealth of Pennsylvania, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or such legal holiday.

30. Recording. This Agreement shall not be recorded by Buyer of public record, and if Buyer shall record this Agreement or cause or permit the same to be recorded without Seller's express written consent thereto, Seller may, at Seller's option, elect to treat such act as a breach of this Agreement by Buyer and, inter alia, cause the same to be removed from record at Buyer's expense.

31. Waiver of Tender of Deed and Purchase Monies. The tender of an executed deed by Seller and the tender by Buyer of the Purchase Price Balance at Closing are mutually waived, but nothing in this Agreement shall be construed as a waiver of Seller's obligation to deliver the Deed or of the concurrent obligation of Buyer to pay the Purchase Price Balance at Closing.

32. Bulk Clearance Certificate. In the event that the transaction contemplated herein consists of the transfer of 51% or more of Seller's assets, then pursuant to 43 P.S. §788.3, 69 P.S. §529, 72 P.S. §1403, 72 P.S. §7240, and 72 P.S. §7321.1 (collectively, the "Bulk Sales Act"), Seller shall give all applicable notice and make all applications as may be required by the Bulk Sales Act, or Seller shall provide Buyer with such indemnification and hold harmless in such form acceptable to Buyer at the time of Closing, as will relieve Buyer of any liability with regard to Seller's compliance or non-compliance with the Bulk Sales Act.

32. Preferential Tax Treatment. If applicable, Seller shall be responsible for the payment of any rollback taxes attributable to the period prior to Closing which may be due as a result of the transactions contemplated by this Agreement.

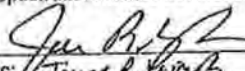
33. Zoning Classification. The zoning classification of the Real Property is "BP Business Professional."

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the day and year first above written.

SELLER:

FAIRWAY 202 ASSOCIATES, LP, a
Pennsylvania limited partnership

By: Spectrum Alliance Services FW, LLC, its general partner

By: 
Name: James R. Kery
Title: EVP

BUYER:

HAWTHORN DEVELOPMENT LLC, a Washington
limited liability company, by Hawthorn Management Services Corp.,
a Washington corporation, its Manager

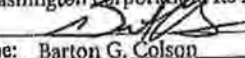
By: 
Name: Barton G. Colson
Title: President

Exhibit A

Real Property

Exhibit "A"

Fidelity National Title Insurance Company



SCHEDULE C
(Descriptions)

BB-1082
File No. 819069RC

PREMISES 'A'

ALL THAT CERTAIN lot or piece of land, situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a Survey thereof made by Urwiler & Walter, Inc., Registered Engineers of Sumneytown, Pennsylvania, dated 5/23/1968 as follows, to wit:

BEGINNING at a point, said point being the intersection of the Northwest side line of U.S. Route 202 and the Northeast side of 40 feet wide private right-of-way; thence extending along the Northeast side line of a 40 feet wide private right-of-way, North 51 degrees 15 minutes West, 393.90 feet to a point in line of lands to be conveyed to John R. Campbell and Janet L. Campbell; thence leaving the Northeast side of said private right of way and extending along lands to be conveyed to John R. Campbell and Janet L. Campbell, North 38 degrees 45 minutes East, 5 feet to a point; thence extending through lands of Margaret Watt and Samuel J. Watt of which this tract was part, South 51 degrees 15 minutes East, 393.90 feet to a point in the Northwest side line of U.S. Route 202; thence extending along same, South 38 degrees 45 minutes West, 5 feet to the point and place of beginning.

ALL THOSE FOUR CERTAIN lots or piece of land, situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a sub-division of the property of Gustave G. Stouff made 05/23rd by James H. Wolfe, Jr., Civil Engineer, as follows to wit:

BEGINNING at a point on the Northeast side of 40 feet wide un-named road, a corner of Lot No. 27 on said Plan, which point is measured in a Northwesterly direction along said side of said 40 feet road 393.90 feet from its point of intersection with the Northwesterly side of Chalfonte Road (40 feet wide); thence extending from said beginning point and continuing along said Northeast side of said un-named 40 feet wide road in a Northwesterly direction 386.87 feet to a point, a corner; thence extending North 40 degrees 05 minutes East, 265.41 feet to a point, a corner; thence extending South 48 degrees 10 minutes East 381.12 feet to a point, a corner of Lot No. 27 on said Plan; thence extending along the same in a Southwesterly direction 245.61 feet to a point on the Northeast side of aforesaid 40 feet wide un-named road, being first mentioned point and place of beginning.

BEING PARCEL NO. 46-00-00820-00-7

PREMISES 'B'

ALL THOSE CERTAIN lot or piece of land, situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a plan and survey dated 5/18/1948, made by Herbert H. Metz, Registered Engineer, Lansdale, Pennsylvania, as follows, to wit:

BEGINNING at a point in the center line of Elm Place (50 feet wide), said point being set at a distance of 800 feet from the Northeast side of Bethlehem Pike (Route No. 309); thence along the center line of said Elm Place, North 69 degrees 17 minutes East, the distance of 233.62 feet to a point; thence South 20 degrees 43 minutes East, 16.30 feet to an iron pin; thence along land now or late of Mrs. Charles

T-687-C (1/87)

AMERICAN LAND TITLE ASSOCIATION COMMITMENT — 1966
Page 5



Fidelity National Title Insurance Company

SCHEDULE C
(Legal Description)
continued

Butcher, South 43 degrees 51 minutes West, the distance of 257.31 feet to an iron pin, a corner; thence along land of Welruth and Hughes, North 20 degrees 43 minutes West, the distance of 125 feet to the place of beginning.

BEING PARCEL NO. 46-00-00940-00-4.

PREMISES 'C'

ALL THOSE CERTAIN building lots, with the improvements thereon erected, being Nos. 10, 11, 20 and 27 on a plan thereof made by James H. Wolfe, Jr., in 05/1923, situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, bounded and described as One Tract, as follows, to wit:

BEGINNING at a point a corner of land of Kenneth Hales, et ux, and on the Northwest side of Chalfont Road, a public road leading from the Bethlehem Pike to Chalfont; thence extending along the Northwest side of said Chalfont Road, South 38 degrees 45 minutes West, 222.68 feet to a point a corner of a 5 feet strip of ground being the land of John R. Campbell et ux; thence extending along the Northeast side of lands of John R. Campbell et ux, in a Northwestorly direction 393.90 feet to other land of John R. Campbell et ux; thence extending along said land of John R. Campbell, et ux, North 40 degrees 5 minutes East, 240.60 feet to land of Kenneth Hales, et ux; thence extending along land of Kenneth Hales et ux, the 2 following courses and distances: (1) South 48 degrees, 10 minutes East, 72.65 feet; (2) South 48 degrees 45 minutes East, 320.35 feet to the place of beginning.

BEING PARCEL NO. 46-00-00817-00-1.

BEING the same premises which John R. Campbell and Janet I. Campbell, husband and wife, by Indenture dated 5/19/2003 and recorded 6/12/2003 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 5459 page 1957, granted and conveyed unto Fairway 202 Associates, L.P., in fee.

Exhibit B

Permitted Title Exceptions

[To be Provided based on Title and Survey Review pursuant to Section 4 of Agreement of Sale]

AGREEMENT OF SALE FOR TECCO ASSOCIATES PROPERTY

REQUIRED ITEM No. 5

PURCHASE AGREEMENT

Subject to the terms and conditions of this Purchase Agreement ("Purchase Agreement"), for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Tecco Associates ("Seller") agrees to sell to Hawthorn Development LLC ("Purchaser"), and Purchaser agrees to purchase from Seller, the Property, as described below in Section 1, under the following conditions:

1. PROPERTY DESCRIPTION

Approximately 5 acres out of a 7.08 acre parcel located at 697 Bethlehem Pike in Montgomeryville, Montgomery Township, Pennsylvania, as generally shown on Exhibit A, together with all structures, improvements, and fixtures thereon, all trees and timber thereon, all easements, rights of way and access rights appurtenant thereto, and all water rights, water certificates, and all other rights of every nature appurtenant thereto (the "Property").

The Property is further identified as part of APN 46-00-00223-001.

Exact size and configuration of the Property to be purchased to be legally described and agreed upon within 90 days of the Effective Date (as defined in Section 11.C. below) of the Purchase Agreement, but will not include the portion currently occupied by an existing memorial supply business and will not be accorded any rights through such portion to access Route 309.

2. TOTAL CONSIDERATION

The total purchase price shall be _____ Dollars (the "Purchase Price") to be paid to the Seller by the Purchaser in exchange for Seller conveying to Purchaser good and marketable, and insurable title to the Property at the close of escrow (the "Closing" as described in Section 7 below).

3. TERMS OF PAYMENT

A. Within five (5) business days of the Effective Date of this Purchase Agreement, Purchaser will deposit _____ (the "Earnest Money") in an interest-bearing account at Fidelity National Title (the "Title Company"), National Business Units, Major Accounts Division, 600 University Street, #2424, Seattle, WA 98101, Attn: Cheree Kennedy, Cheree.Kennedy@fnf.com, Direct Phone No. 206-262-6303; Direct Fax No. 877-295-8019 (the "Title Company"), in the form of a cashier's check, immediately available wired funds or other cash equivalent to be held in escrow by the Title Company, as "Escrow Agent", and which shall be subject to the Purchaser's Conditions of Purchase in Section 4 below, and shall be credited to the Purchaser, together with interest accrued thereon, at Closing, or as otherwise required by the terms of this Agreement. Purchaser will provide written notice of such deposit to Seller by electronic mail to the addresses set forth in Section 12 below.

1 | Page
Purchaser: Hawthorn Development LLC
Seller: Tecco Associates
Location: 697 Bethlehem Pike, Montgomery Township, PA

B. Upon the closing, Purchaser shall deposit an additional amount with the Escrow Agent in the form set forth in subsection 3.A. above, whereby the total deposits with the Escrow Agent shall equal the total purchase price and be credited to Purchaser, together with interest, and paid to Seller, at the Closing.

4. CONDITIONS OF PURCHASE

Purchaser's obligation to close is subject to Purchaser's satisfaction of the following conditions at its sole discretion: Purchaser shall have ninety (90) days from the Effective Date ("Inspection Period") to satisfy these conditions, subject to possible extension as set forth below.

A. Purchaser's review and approval of a preliminary title commitment, with legible copies of all title exception documents, for the Property ordered by the Purchaser through Fidelity National Title Group, 4210 Riverwalk Parkway, Suite 100, Riverside, CA 92505, Attn: Tom Zowarka, Senior Underwriter, Direct Phone No. 951-710-5936; Email: tom.zowarka@fnf.com; and issued within thirty (30) days of the Effective Date evidencing Seller's ability to deliver at Seller's expense at closing an ALTA extended coverage title policy issued by Fidelity National Title Group, evidencing free and clear fee simple title to the Property subject only to encumbrances and exceptions acceptable to Purchaser. The Title Commitment shall include the information and records necessary to meet the requirements of Section 4 of the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys and the current zoning classification of the Property to comply with Section 6(a) of Table A of those standards; provided, however, that if a current survey is required to supply such information and records Purchaser shall forthwith arrange for such survey at its cost, in default of which (or waiver by Purchaser of this requirement) this condition shall be deemed satisfied. Within 35 days of the Effective Date Seller shall provide to Purchaser a copy of any title encumbrance and/or exception against the Property that is not security for the payment of a sum of money that Purchaser will not accept, in default of which Purchaser shall be deemed to have found all encumbrances and exceptions, other than those that are security for the payment of a sum of money, acceptable. Upon presentation within the time period noted of any such title encumbrance and/or exception by Purchaser, Seller may terminate this Agreement upon written notice to Purchaser within five (5) business days of receipt of notice of the encumbrance and/or exception, in default of which Seller will be obligated to remove it from title to the Property on or before the closing of escrow. If Seller fails to remove any title exception to which Purchaser has objected, Purchaser may terminate this Purchase Agreement by written notice to Seller, in which event the Earnest Money and any other deposits made by Purchaser shall be immediately returned to Purchaser. Notwithstanding the foregoing, Seller shall be obligated to satisfy, on or before Closing, any title exception created or suffered by Seller that is security for the payment of a sum of money (including mortgages, trust deeds, tax liens, contractor's liens and judgment liens).

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Purchaser: Hawthorn Development LLC

Seller: Teeco Associates

Location: 697 Bethlehem Pike, Montgomery Township, PA

B. Purchaser's inspection and approval of current surveys, legal descriptions and zoning documents, which Seller may have in its possession. Such documents shall be furnished within 10 calendar days of the Effective Date at Seller's expense. Purchaser, at Purchaser's expense, may order a current survey.

C. Purchaser's review and approval of a current Phase 1 Environmental Site Assessment report for the Property, ordered at Purchaser's expense, disclosing no evidence of a recognized environmental condition, reportable hazardous wastes, spill or other environmental damage as defined by Pennsylvania or Federal law regarding environmental protections.

D. Purchaser's review and approval of soils tests and other geotechnical studies (which Purchaser may order at Purchaser's expense); wetlands studies and delineation; sewer, water and other utility availability and acceptable street access; and any other items or conditions impacting Purchaser's intended design and use, in Purchaser's sole discretion, all at Purchaser's expense.

E. Purchaser's approval and attainment of any required use permits, land use approvals, and variances, for development of Purchaser's design for a senior congregate residential facility with approximately 145 units and confirmation that the site is properly zoned, or completion of any required partitions or rezoning applications, if required, and the expiration, without appeal of all appeal periods for such permits, land use approvals, variances, partitions, annexations and rezonings, with resolution and conditions satisfactory to Purchaser in Purchaser's sole discretion for construction and development of the Property for Purchaser's intended design and use. Purchaser shall apply for and Seller shall cooperate with Purchaser, for any necessary land use applications and approvals.

At any time prior to Closing, Purchaser or its authorized agents may enter the Property to perform the inspections contemplated in this Purchase Agreement, subject to the obligation to provide reasonable notice and to repair and restore to the same or similar pre-inspection condition as existed prior to such testing, any material damage to the Property by reason of such entrance and/or inspection.

5. APPROVAL PERIOD

Upon expiration of the Inspection Period, if Purchaser has not terminated the Purchase Agreement, Purchaser shall have the option to extend the Approval Period (under the terms outlined in Section 5, A) to obtain all necessary development and governmental approvals, including, but not limited to proper zoning approvals, site plan approvals, variances of use and/or development standards, environmental, and all other development approvals necessary for construction and development of the Property for Purchaser's intended design and use, including the expiration of any appeal periods. Purchaser's intended use is a retirement residence with

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Purchaser: Hawthorn Development LLC

Seller: Tecno Associates

Location: 697 Bethlehem Pike, Montgomery Township, PA

approximately 145 suites.

A. Purchaser shall release _____ of the Earnest Money to Seller, for each 30-day extension taken, for up to nine (9), 30-day extensions ("Extension Payments"), payable on the first day of each such 30-day extension period. Funds released to Seller for Extension Payments shall be non-refundable, and _____ of each of the Extension Payments shall not be applicable to the purchase price at Closing.

B. During the Approval Period, as may be extended, Purchaser shall obtain the plat approval necessary for the legal conveyance of the Property by Seller to Purchaser at Closing, at Purchaser's cost.

C. In the event that Purchaser elects to terminate this Purchase Agreement during the Inspection Period or Approval Period, as may be extended, all deposits paid by Purchaser (not including funds released to Seller for extensions), plus interest earned thereon, shall be refunded to Purchaser. This Purchase Agreement shall become null and void and of no effect and neither party shall have any further liability hereunder.

6. STATUS REPORT

A. As a courtesy, Purchaser will provide to Seller a written status report ("Status Report") outlining the known outstanding issues that relate to the entitlement process for Purchaser's intended use. Purchaser agrees to deliver the first Status Report within 90 days of the Effective Date of the Purchase Agreement. Following the delivery of the first Status Report, Purchaser agrees to deliver additional Status Reports to Seller every 30 days until Closing, or until the Purchase Agreement is terminated.

B. The Status Report shall be delivered to the Seller via an email to Seller or Seller's broker, or mailed by United States mail to Seller.

C. The Status Report is offered as a courtesy to Seller and is not a condition of the Purchase Agreement.

7. CLOSING/ POST CLOSING

A. The closing of the transaction described in this Purchase Agreement (the "Closing") shall take place in escrow with the Title Company on or before thirty (30) days after the expiration of the last 30-day extension period for which Purchaser has received an Extension Payment, but in no event later than 390 days from the Effective Date, at which time Seller shall receive the Purchase Price less any credits under Section 5.A. and adjustments for prorated items, and Purchaser shall receive a special warranty deed conveying title to the Property.

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Purchaser: Hawthorn Development LLC

Seller: Tecco Associates

Location: 697 Bethlehem Pike, Montgomery Township, PA

All real property taxes, assessments, and other usual items shall be prorated between Seller and Purchaser as of the Closing Date. Notwithstanding the foregoing, if the Property is specially assessed for property taxes (e.g. farm, forest, open space, historical, or other), Seller shall be responsible for and pay at or before Closing all deferred and/or additional taxes, penalties, and interest which apply to periods before Closing (regardless of whether the Property is disqualified for such special assessment at Closing) or which become due because of the transfer of the Property, and shall hold Purchaser completely harmless therefrom. Purchaser shall pay all sales tax for personal property and any real estate excise tax or transfer tax for real property. Purchaser shall pay any and all escrow fees, but Purchaser and Seller shall pay any applicable, respective attorney fees.

B. It shall be a condition to Closing for the benefit of Purchaser that there shall be no material change in the physical condition of any part of the Property. Seller shall maintain the Property in good condition and repair prior to Closing, and shall not, without the prior written consent of Purchaser, make any change or modification in any zoning, use or similar right with respect to the Property or create any new restriction, encumbrance, lien, or assessment thereon.

8. COMMISSIONS

Upon closing of this transaction, Seller shall pay any real estate commission due as a result of the purchase to such parties with respect to whom Seller has entered into a written agreement to pay a real estate commission.

9. ASSIGNMENT

Purchaser shall have the unrestricted right to assign its rights and obligations hereunder to any entity sponsored by or affiliated with it; however, such assignee shall assume the obligations of Purchaser.

10. REMEDIES

IN THE EVENT OF PURCHASER'S DEFAULT UNDER THIS PURCHASE AGREEMENT, AND PROVIDED THAT SELLER HAS FULLY PERFORMED ALL OF ITS OBLIGATIONS HEREUNDER, THE EARNEST MONEY SHALL BE PAID TO SELLER AS FULL LIQUIDATED DAMAGES AND PURCHASER SHALL BE RELEASED FROM ALL LIABILITY OR OBLIGATION HEREUNDER TO SELLER AND NO OTHER REMEDY, INCLUDING THE REMEDY OF SPECIFIC PERFORMANCE, SHALL BE AVAILABLE FOR PURCHASER'S BREACH OF THIS PURCHASE AGREEMENT. PURCHASER AND SELLER ACKNOWLEDGE THAT IT WOULD BE DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF ANY DEFAULT BY PURCHASER AND AGREE THAT SUCH LIQUIDATED DAMAGES ARE AN AGREED UPON REASONABLE ESTIMATE OF THE AMOUNT OF LOSS SELLER WOULD

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Purchaser: Hawthorn Development LLC

Seller: Teece Associates

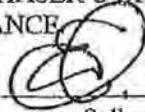
Location: 697 Bethlehem Pike, Montgomery Township, PA

SUFFER AS A RESULT OF PURCHASER'S DEFAULT, AND ARE NOT INTENDED AS A PENALTY.

IF SELLER DEFAULTS UNDER THIS PURCHASE AGREEMENT, THEN THE EARNEST MONEY AND ANY OTHER DEPOSITS THEREFORE MADE BY PURCHASER SHALL BE RETURNED TO PURCHASER IMMEDIATELY AND PURCHASER MAY CLAIM DAMAGES AGAINST SELLER FOR THE AMOUNT NO GREATER THAN \$25,000, OR, AT PURCHASER'S OPTION, PURCHASER MAY SEEK THE REMEDY OF SPECIFIC PERFORMANCE.

/s/ Myrle M. Davis

Purchaser



Seller

11. MISCELLANEOUS

- A. Seller agrees that until the Purchase Agreement is terminated, it shall not sell, contract to sell, nor enter into a letter of intent or negotiate for the sale of the Property to another party.
- B. The parties hereby agree that copies of this document, and signatures, transmitted by telecopier (fax), and electronic mail (email) shall be for all purposes considered as originals. This Purchase Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.
- C. The ("Effective Date") of this Purchase Agreement for the purposes of performance of all obligations is the date the last party to execute this Purchase Agreement so executes and thereafter transmits it, fully executed, to the Escrow Agent.
- D. If the time for the performance of any obligation or taking any action under this Purchase Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. Time is of the essence of this Purchase Agreement.
- E. This written Purchase Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Purchase Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties regarding the sale and purchase of the Property. This Purchase Agreement may not be amended or modified except by a written agreement executed by the parties.

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Purchaser: Hawthorn Development LLC

Seller: Teco Associates

Location: 697 Bethlehem Pike, Montgomery Township, PA

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M. Mark M. Davis
Purchaser

[Signature]
Seller

11. MISCELLANEOUS

- A. Seller agrees that until the Purchase Agreement is terminated, it shall not sell, contract to sell, nor enter into a letter of intent or negotiate for the sale of the Property to another party.
- B. The parties hereby agree that copies of this document, and signatures, transmitted by telecopier (fax), and electronic mail (email) shall be for all purposes considered as originals. This Purchase Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.
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- E. This written Purchase Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Purchase Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties regarding the sale and purchase of the Property. This Purchase Agreement may not be amended or modified except by a written agreement executed by the parties.

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Purchaser: Hawthorn Development LLC
Seller: Teeco Associates
Location: 697 Bethlehem Pike, Montgomery Township, PA

12. NOTICES

Unless otherwise specifically provided in this Purchase Agreement, notice may be made by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed to be given on the earlier of either (a) the date of actual receipt thereof by the intended recipient, or (b) the third day next following the date mailed. Until changed by written notice the parties' respective addresses for notice purposes shall be as follows:

If to Purchaser: HAWTHORN DEVELOPMENT LLC
Attn: Robin R. Goins
2264 McGilchrist Street, SE, Suite 210
Salem, Oregon 97302

If to Seller: TECCO ASSOCIATES
Attn: Ed Christiansen
697 Bethlehem Pike
PO Box 424
Montgomeryville, PA 18936
Echristiansen2@verizon.net

Cc: Derek J. Reid
Eastburn & Gray, P.C.
60 E. Court St.
PO Box 1389
Doylestown, PA 18901
dreid@eastburngray.com

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Purchaser: Hawthorn Development LLC
Seller: Tecco Associates
Location: 697 Bethlehem Pike, Montgomery Township, PA

HAWTHORN DEVELOPMENT LLC

1/4 Myrtle A. Davis *Myrtle M. Davis*

Myrtle M. "Mick" Davis
Representative Agent for Purchaser

AGREED AND ACCEPTED:

Seller By: *[Signature]*

Date: 08/07/15

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

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Purchaser: Hawthorn Development LLC

Seller: Tecco Associates

Location: 697 Bethlehem Pike, Montgomery Township, PA

HAWTHORN DEVELOPMENT LLC

/s/ Myrle M. Davis

Myrle M. "Mick" Davis

Representative Agent for Purchaser

AGREED AND ACCEPTED:

Seller By:  _____

Date: 08/17/15 _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

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Purchaser: Hawthorn Development LLC

Seller: Tecco Associates

Location: 697 Bethlehem Pike, Montgomery Township, PA

ESCROW RECEIPT:

Escrow agent acknowledges receipt of the Purchase Agreement on this date:

_____ (Effective Date) and earnest money in the
amount of \$ _____ in the form of _____
on _____.

Escrow Agent: _____

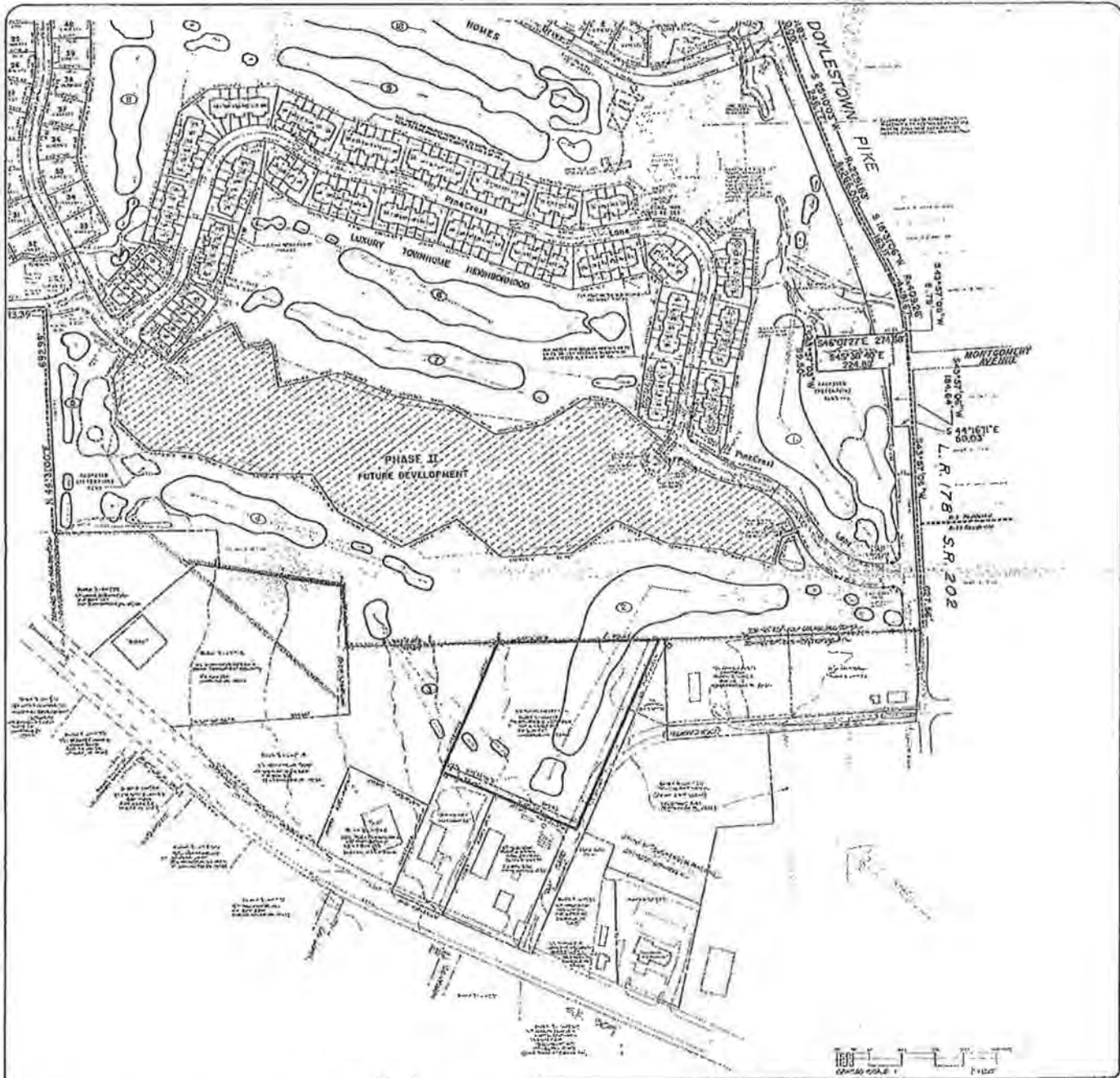
By: _____

Address: _____

Phone: _____

Fax: _____

Email: _____



THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. THE DESIGNER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

DATE: 10/15/2010
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]

CONCRETE WORK
 1-11

Shawler & Associates
 ENGINEERS
 1000 [Address]
 [City, State, Zip]

SCALE: 1"=40'
 DATE: 10/15/2010
 DRAWN BY: [Name]
 CHECKED BY: [Name]

1-1

DETAILED PLAN OF PROPOSED STRUCTURE

(See also 24" x 36" Plan Set)

REQUIRED ITEM No. 6



First Floor Plan

DATE: APRIL 16, 2016
SCALE: 3/64" = 1'-0"

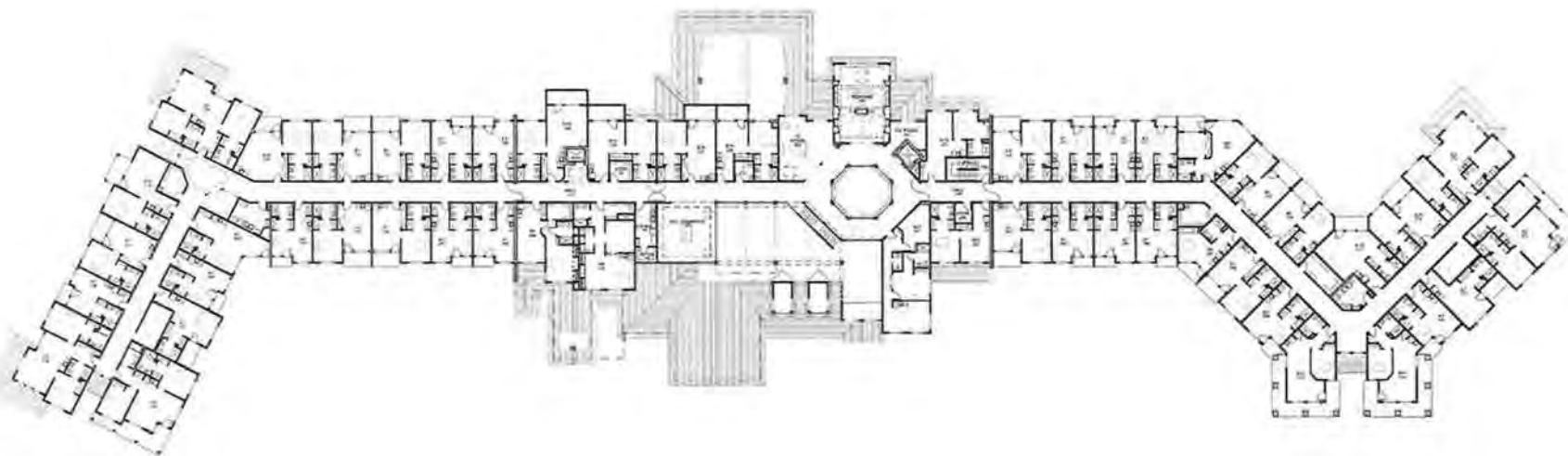
Montgomery Township Retirement Residence

Montgomery County, PA

Daniel Roach architect

3775 WARD ROAD SU. 2000, PHILADELPHIA, PA 19104
PH: 215 381 1000 • FAX: 215 381 1001 • www.danielroach.com

HAWTHORN 
RETIREMENT GROUP
100 W. WASHINGTON ST., 10TH FL.
PHILADELPHIA, PA 19102-1000
PH: 215 575 1000 • FAX: 215 575 1001



Second Floor Plan

DATE: APRIL 15, 2016
SCALE: 3/64" = 1'-0"

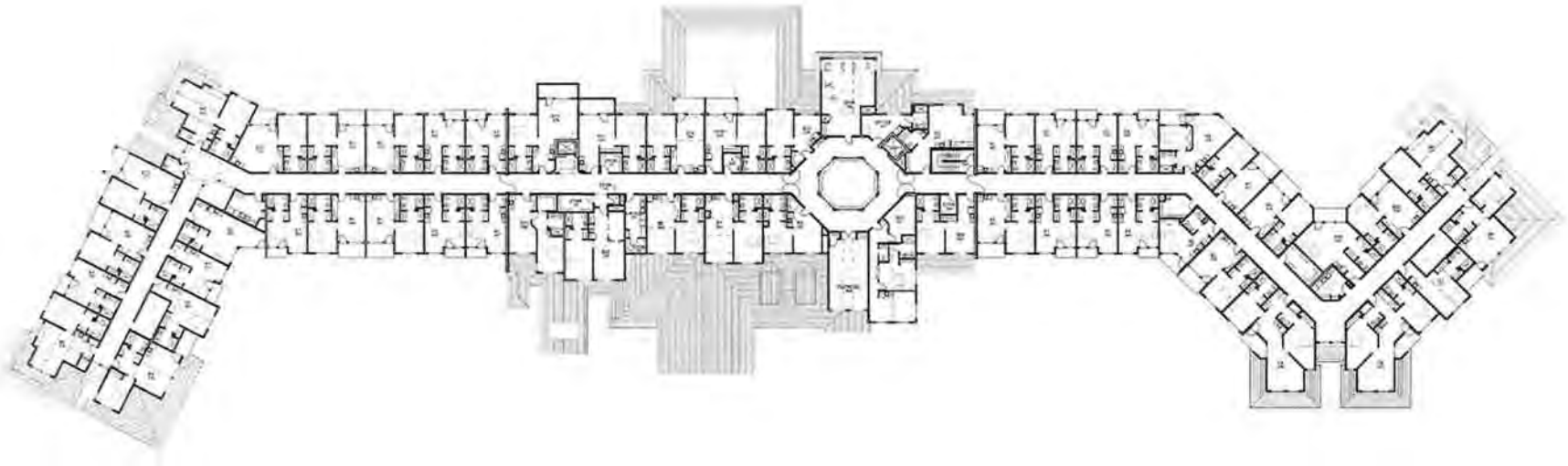
Montgomery Township Retirement Residence

Montgomery County, PA

Daniel Roach architect

3001 Sutter Lane SE, Salem, Oregon 97302
503.596.8300 503.596.8301 www.danielroach.com

HAWTHORN
RETIREMENT GROUP
11118 Greenway Dr., Suite 100
Montgomery, PA 19123
267.711.1222 Fax 267.711.1221



Third Floor Plan

DATE: APRIL 15, 2016
SCALE: 3/64" = 1'-0"

Montgomery Township Retirement Residence

Montgomery County, PA

Daniel Roach architect

300 Fifth Court SE, Suite 2000
Atlanta, GA 30333
404.525.1000 • 404.525.1001 • www.danielroach.com

HAWTHORN
RETIREMENT GROUP
1000 Peachtree Street, Suite 200
Atlanta, Georgia 30309
(404) 525-1000 Fax (404) 525-1001

LIST OF ADJACENT PROPERTY OWNERS

REQUIRED ITEM No. 7

BORNEMAN BRENT R & MARIA R
101 ASHLEY CIR
LANSDALE PA 19446

CULBREATH ROBIN N
107 ASHLEY CIR
LANSDALE PA 19446

JACOBUS HEATHER
113 ASHLEY CIR
LANSDALE PA 19446

LAU CHUEN Y & LAM KIN S
119 ASHLEY CIR
LANSDALE PA 19446

PETROGIANNIS EMANUEL & MARIE &
9010 ROOSEVELT BLVD
PHILADELPHIA PA 19115

REED ROAD ASSOCIATES LP
600 REED RD STE 301
BROOMALL PA 19008

CHRZANOWSKI CHESTER & MARIE
32 HIGHVIEW RD
LANSDALE PA 19446

MCANENEY DANIEL & ILKA
422 COUNTRY CLUB DR
LANSDALE PA 19446

GAYTON MARSHALL G
428 COUNTRY CLUB DR
LANSDALE PA 19446

BUSTO LAWRENCE J & RUTH L
434 COUNTRY CLUB DR
LANSDALE PA 19446

CIRAFISI JOSEPH & MICHELE
103 ASHLEY CIR
LANSDALE PA 19446

FONTAINE AMELIA
109 ASHLEY CIR
LANSDALE PA 19446

PATEL MAHENDRA U & ARPANA
115 ASHLEY CIR
LANSDALE PA 19446

YESENOFSKI MICHAEL ANTHONY
121 ASHLEY CIR
LANSDALE PA 19446

RAJARATNAM ARASU
9250 VERREE RD
PHILA PA 19152

PERKASIE HOLDINGS LP
691 BETHLEHEM PIKE
MONTGOMERYVILLE PA 18936

LAGAN LORRAINE M
418 COUNTRY CLUB DR
LANSDALE PA 19446

PURCELL JOSEPH P
424 COUNTRY CLUB DR
LANSDALE PA 19446

WHITEHILL WALTER R
430 COUNTRY CLUB DR
LANSDALE PA 19446

SMITH THOMAS R & MARY JANE
436 COUNTRY CLUB DR
LANSDALE PA 19446

PATEL CHANDRAKANT S & ARTI C
105 ASHLEY CIR
LANSDALE PA 19446

CLARKE KAREN
111 ASHLEY CIR
LANSDALE PA 19446

BLAHUT MICHAEL R & LESLEE M
117 ASHLEY CIR
LANSDALE PA 19446

PF MONTGOMERYVILLE LLC
ATTN JAY LUSTIG
5000 COX RD STE 100 GLEN ALLEN
VA 23060

ICON REALTY INC
PO BOX 870
LANSDALE PA 19446

TELFORD IDA
1950 BRANCH RD
PERKASIE PA 18944

GORDON DORRIE W
420 COUNTRY CLUB DR
LANSDALE PA 19446

ERSHLER BRUCE A
426 COUNTRY CLUB DR
LANSDALE PA 19446

BENGE HELLA
432 COUNTRY CLUB DR
LANSDALE PA 19446

LEE JAE M & KIM PUL I
438 COUNTRY CLUB DR
LANSDALE PA 19446

POLI JEFFREY M
440 COUNTRY CLUB DR
LANSDALE PA 19446

KLEIN AMY
442 COUNTRY CLUB DR
LANSDALE PA 19446

SARZYNSKI MARY ANNE
444 COUNTRY CLUB DR
LANSDALE PA 19446

CUEROU FLORENCE
446 COUNTRY CLUB DR
LANSDALE PA 19446

SHEN YONG & XIE LIN
223 REGENCY DR
NORTH WALES PA 19454

KELLER JOANNE
450 COUNTRY CLUB DR
LANSDALE PA 19446

ONRAET BRUCE & BASS BARBARA
452 COUNTRY CLUB DR
LANSDALE PA 19446

BENNING TODD S
454 COUNTRY CLUB DR
LANSDALE PA 19446

RAGAR EDWARD W & MELINDA
456 COUNTRY CLUB DR
LANSDALE PA 19446

COMER TODD D & THERESA
458 COUNTRY CLUB DR
LANSDALE PA 19446

LATHBURY BRYAN WILLIAM & DEBRA
500 COUNTRY CLUB DR
CHALFONT PA 18914

JONES CARRIE E
502 COUNTRY CLUB DR
LANSDALE PA 19446

SCHREDER JAMES M
504 COUNTRY CLUB DR
LANSDALE PA 19446

SIMON SAUNDRA
506 COUNTRY CLUB DR
LANSDALE PA 19446

THOMPSON SUSAN T & MICHAEL E
508 COUNTRY CLUB DR
LANSDALE PA 19446

ROZYCKI CYNTHIA J
510 COUNTRY CLUB DR
LANSDALE PA 19446

KIM HAN BIN
512 COUNTRY CLUB DR
LANSDALE PA 19446

PARK JEE SUNG
514 COUNTRY CLUB DR
LANSDALE PA 19446

SAWANT NARESH N
516 COUNTRY CLUB DR
LANSDALE PA 19446

MENZANO JOHN M & NADIA S
518 COUNTRY CLUB DR
LOWER GWYNEDD PA 19002

BCPD ASSOCIATES LLC
1562 GREGORY DR
WARRINGTON PA 18976

GIZYNSKI YOLANDE B
522 COUNTRY CLUB DR
LANSDALE PA 19446

BURGE ROSEMARY A
524 COUNTRY CLUB DR
LANSDALE PA 19446

CURRY MARY ELLEN
526 COUNTRY CLUB DR
LANSDALE PA 19446

BREEN SHARON A
528 COUNTRY CLUB DR
LANSDALE PA 19446

MCKENNA MARK C & MICHELE L
530 COUNTRY CLUB DR
LANSDALE PA 19446

SALLESE THOMAS V
532 COUNTRY CLUB DR
LANSDALE PA 19446

MCGURIMAN JOSEPH & JOAN
534 COUNTRY CLUB DR
LANSDALE PA 19446

OZEZER FAHRI
412 COUNTRY CLUB DR
LANSDALE PA 19446

FULTZ JOHN R
414 COUNTRY CLUB DR
LANSDALE PA 19446

DONOGHUE MARGARET M
416 COUNTRY CLUB DR
LANSDALE PA 19446

KP DICKSON INVESTMENTS LP
129 CRESANT DR
CHALFONT PA 18914

414 DOYLESTOWN ROAD
1210 UPPER STATE RD
NORTH WALES PA 19454

FAIRWAY 202 ASSOCIATES LP
1690 SUMNEYTOWN PIKE STE 240
LANSDALE PA 19446

FAIRWAY 202 ASSOCIATES LP
1690 SUMNEYTOWN PIKE STE 240
LANSDALE PA 19446

PINECREST GOLF CLUB INC
1735 MARKET ST STE 4010
PHILADELPHIA PA 19103

202 MARKET PLACE
4 EXECUTIVE CAMPUS
STE 200 CHERRY HILL NJ 08002

ADDITIONAL EXHIBITS

Please see included Illustrative Renderings Packet

REQUIRED ITEM No. 8

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization of Advertisement for a Public Hearing –Liquor License Transfer
#LL-16-05 – Turtle Time, JRP1, LLC

MEETING DATE: May 23, 2016

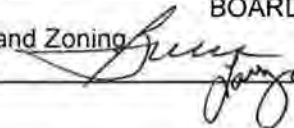
ITEM NUMBER: #14

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Joseph P. Walsh
Chairman



BACKGROUND:

Attached is the application for a liquor license transfer for Turtle Time JRP1, LLC for 1100 Bethlehem Pike, (old Pizzeria Uno's, proposed Green Turtle Restaurant). This is an intermunicipal transfer of a liquor license. It is required that a public hearing be held on this application within 45 days or by June 30, 2016, unless the applicant agrees to an extension of the time limit.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

The Board could set a date for a public hearing to discuss this application. Or the Board could choose not to set a hearing date.

BUDGET IMPACT:

None.

RECOMMENDATION:

This matter is on the agenda for your consideration to set a date for a public hearing. It is recommended that a hearing be set for Monday, June 13, 2016.

MOTION/RESOLUTION:

The resolution is attached.

ROLL CALL:

MOTION: _____

SECOND: _____

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.

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby set Monday, June 13, after 8:00 p.m., in the Township Building, as the date, time and place for a Public Hearing for an Intermunicipal Liquor License Transfer for Turtle Time JRP1, LLC to be located at 1100 Bethlehem Pike.

BE IT FURTHER RESOLVED that the Township Solicitor is authorized to advertise for this public hearing.

MOTION BY:

SECOND BY:

VOTE:

DATE:

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



Matthew N. Goldstein*
Edward B. McHugh*
Michele Wynn, Paralegal

GOLDSTEIN & McHUGH, P.C.

RECEIVED

MAY 15 2016

www.gmliquorlaw.com
mg@gmliquorlaw.com
em@gmliquorlaw.com
mw@gmliquorlaw.com

*Also member NJ Bar

MONTGOMERY TOWNSHIP

LL-16-05

Constitution Place
325 Chestnut Street, Suite 713
Philadelphia, PA 19106
215-985-9494
215-985-3292 fax

May 12, 2016

Marita Stoerrle, Development Coordinator
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

RE: **TURTLE TIME JRP1, LLC**

Dear Ms. Stoerrle:

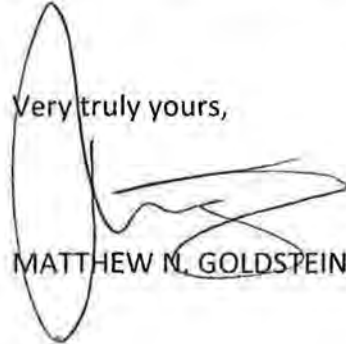
Please be advised that I represent Turtle Time JRP1, LLC ("Applicant"). On behalf of Applicant, I am writing to request a hearing before the Board of Supervisors for approval of the transfer of Restaurant Liquor License No. R-12150 from the premises located at 548 DeKalb Street, Norristown Township, PA to 1100 Bethlehem Pike, Montgomeryville Township, PA. Please accept this as a request that we be put on the agenda for the June, 2016, meeting of the Board of Supervisors.

I am enclosing herewith an Application for Intermunicipal Transfer of Liquor License together with a check in the amount of \$3,000.00 representing the filing fee of \$1,500.00 and escrow of \$1,500.00

Please call me if you have any questions or require additional information.

Thank you.

Very truly yours,


MATTHEW N. GOLDSPEIN

MNG:mw
Enclosure

MONTGOMERY TOWNSHIP

**Application for Intermunicipal Transfer
or Economic Development Liquor License**

Type of Application (please indicate):

Intermunicipal Transfer X

Economic Development

Applicant Name: Turtle Time JRP1, LLC

Address 1100 Bethlehem Pike, Montgomeryville, PA 19454

Telephone: No phone yet

Fax: No fax yet

Email: jpatel@theintegrittygroup.com

Representative of Attorney Name: Matthew N. Goldstein, Esquire

Address: Goldstein & McHugh, P.C.
Constitution Place
325 Chestnut Street, Suite 713
Philadelphia, PA 19106

Telephone: 215-985-9494

Fax: 215-985-3292

Email: mg@gmliquorlaw.com

Location and Name of Establishment of the License Proposed to be Transferred:

Ant & Shell, Inc.
548 DeKalb Street
Norristown, PA 19401

Proposed Location of the License to be transferred:

Street Address: 1100 Bethlehem Pike, Montgomeryville, PA 19454
Parcel Number: 46-00-00262-00-7
Block and Unit Number: Tax Map ID 46019 012

Name of the Establishment proposed to be licensed: Turtle Time JRP1, LLC

Type of Liquor License to be transferred: Restaurant Liquor License

Anticipated date for license transfer and commencement of operations pursuant to liquor license:

September 1, 2016

List all locations owned or operated by the applicant which currently hold a liquor license. (Use separate sheet if necessary.) Provide name, address and liquor license number of those locations. None

Has the applicant or anyone associated with these locations ever been cited for liquor law violations? Yes _____ No x

If yes, please explain: (use separate sheet if necessary)

Has applicant had a request for a liquor license transfer denied? Yes _____ No x
If yes, please explain: (use separate sheet if necessary)

Has the applicant, or if a corporation, any officer or director of the corporation, or if a partnership or association, any member or partner of the partnership or association, been convicted or found guilty of a felony within a period of five years? Yes _____ No x

If yes, please explain: (use separate sheet if necessary)

Provide the name, address (if applicable) and distance from the proposed premises to the following:

Nearest Licensed Establishments

- Olive Garden (Distance to Site = 0.1 miles)- Gwynedd Crossing Shopping Center, 1200 Bethlehem Pike, North Wales, PA 19454
- Iron Hill Brewery & Restaurant (Distance to Site = 0.2 miles)- English Village Shopping Center, 1460 Bethlehem Pike, North Wales, PA 19454
- Harvest Seasonal Grill & Wine Bar (Distance to Site = 0.2 miles)- English Village Shopping Center, 1460 Bethlehem Pike, North Wales, PA 19454

Nearest Schools:

- Gwynedd Mercy Academy High School (Distance to Site = 1.8 miles)- 1345 Sumneytown Pike, Gwynedd Valley, PA 19437
- The Malvern School of Horsham (Distance to Site = 1.3 miles)- 101 Lower State Rd, Ambler, PA 19002
- The Malvern School of Montgomeryville (Distance to Site = 1.9 miles)- 1258 Welsh Rd, North Wales, PA 19454

Nearest Public Playgrounds:

- Parkside Place Park (Distance to Site = 4.8 miles)- 1 Parkside Place, North Wales, PA 19454
- Samuel Carpenter Park (Distance to Site = 4.4 miles)- 1000 Horsham Rd, Ambler, PA 19002
- Cedar Hill Road Park (Distance to Site = 2.7 miles)- 449 Cedar Hill Road, Horsham, PA 09044

Nearest Churches:

- Church of the Messiah (Distance to Site = 2.8 miles)- 1001 Dekalb Pike, Lower Gwynedd Township, PA 19002
- Keystone Fellowship Montgomeryville (Distance to Site = 2.5 miles)- 427 Stump Rd, North Wales, PA 19454
- Bethlehem Baptist Church (Distance to Site = 2.7 miles)- 712 Penllyn Pike, Spring House, PA 19477
- St Matthew's Episcopal Church (Distance to Site = 2.9 miles)- 919 Tennis Ave, Maple Glen, PA 19002

Nearest Charitable Institutions:

- Lamb Foundation (Distance to Site = 4.0 miles)- 114 N Main Street, North Wales, PA 19454
- Montgomery County Associate for the Blind (Distance to Site = 4.1 miles)- 212 N Main Street, North Wales, PA 19454

Nearest Hospitals:

- Abington - Lansdale Hospital (Distance to Site = 4.6 miles)- 100 Medical Campus Dr, Lansdale, PA 19446
-

Provide a list of existing liquor licenses in Montgomery Township which are inactive, in safekeeping and/or are for sale. Include the name, address and telephone number of the contact person for each. (use separate sheet if necessary)

See attached

I hereby swear that all of the information provided on this application is true and correct to the best of my knowledge and belief. Further, I understand that the presentation of false information will subject me to possible arrest, fine and imprisonment.

Attached to this application is the required fee of \$1,500.00 and escrow of \$1,500.00.

Dated: 5/12/16



Jiger Patel

GRUB BURGER BAR

254 MONTGOMERY MALL
NORTH WALES PA 19454-3904

LICENSE INFORMATION

Status: Expired
License Type: Restaurant (Liquor)
LID Number: 71456
License Number: R19407
Licensee: GBB MONTGOMERYVILLE SGS LLC
County: Montgomery County
Municipality: Montgomery Twp

PREMISES

Name: GRUB BURGER BAR
Owner: n/a
Manager: GABRIELLE POWELL

OFFICERS

GABRIELLE POWELL (MANAGER)
JIMMY LOUP (MEMBER)
KEVIN CROSS (MEMBER)
THOMAS KENNEY (MEMBER)

PERMITS / SECONDARY LICENSES

Type
Amusement Permit (Liquor)
Sunday Sales Permit

CITATION CASE(S)

Case	Opened	Closed	Penalty
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NOBORU RESTAURANT

117 GARDEN GOLF BLVD
NORTH WALES PA 19454

LICENSE INFORMATION

Status: **Expired**
License Type: Restaurant (Liquor)
LID Number: 63118
License Number: R9331
Licensee: NOBORU RESTAURANT, INC. DBA
 NOBORU RESTAURANT
County: Montgomery County
Municipality: Montgomery Twp

PREMISES

Name: NOBORU RESTAURANT
Owner: n/a
Manager: n/a

OFFICERS

HO HONG (SECY-SH-DIR)
 SOON KIM (PRES-SH-MANAGER-DIR)

PERMITS / SECONDARY LICENSES

Type
 Sunday Sales Permit

CITATION CASE(S)

Case	Opened	Closed	Penalty
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RED LOBSTER #443

FIVE POINT PLZ
640 COWPATH RD
LANSDALE PA 19446-1563

LICENSE INFORMATION

Status: Expired
License Type: Restaurant (Liquor)
LID Number: 70198
License Number: R16423
Licensee: RED LOBSTER RESTAURANTS LLC
MARK F FLAHERTY ATTY AT LAW
County: Montgomery County
Municipality: Montgomery Twp

PREMISES

Name: RED LOBSTER #443
Owner: n/a
Manager: ERIC WOHLBERG

OFFICERS

ALLISON CHESS (MANAGER)
AMANDA SIMMS (MANAGER)
ANNE WEISER (MANAGER)
BEVERLY ZELLO (MANAGER)
CARL RICHMOND (PRES-ASST SECY)
CAROLYN FISHER (MANAGER)
COLLEEN HUNTER (ASST SECY)
CORRINE PEZZUTO (MANAGER)
DARRYL MORGAN (MANAGER)
DAVID MORRISON (MANAGER)
DEVERY BETHEA (MANAGER)
DOUGLAS WENTZ (VP-TREAS)
ELIZABETH DERWIN (MANAGER)
ERIC WOHLBERG (MANAGER)
HORACE DAWSON (VP-SECY)
ISSAM EL-AYAZRA (MANAGER)
JAMES HECKER (MANAGER)
JAMES MC CABE (MANAGER)
JANETTE RALEIGH (MANAGER)
JARED SCHENKEL (MANAGER)
JOE YOFFEE (MANAGER)
JOHN MYERS (MANAGER)
JOSEPH BOZIC (MANAGER)
JOSEPH KERN (ASST SECY)
KEVIN KIRKSTADT (MANAGER)
KURT HUWALT (MANAGER)
LAURIE SLIWINSKI (MANAGER)
MATTHEW GRUBE (MANAGER)
MELISSA BAUER (MANAGER)
MICHAEL TYDINGS (MANAGER)
NINO DASILVIO (MANAGER)
NORMA RIVERA (VP-ASST SECY)
PEGGY HARDING (MANAGER)
SHAH KHALIL (MANAGER)
SHERRY LOKESAK (MANAGER)
THOMAS GATHERS (PRES)
THOMAS OBRIEN (MANAGER)
TIMOTHY LACIAK (MANAGER)
TODD MICHAEL (MANAGER)
TRAVIS HURST (MANAGER)

PERMITS / SECONDARY LICENSES

Type

Sunday Sales Permit

CITATION CASE(S)

Case	Opened	Closed	Penalty
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SALSAS MEXICAN RESTAURANT

258 MONTGOMERY MALL
NORTH WALES PA 19454-3904

LICENSE INFORMATION

Status: Safekeeping
License Type: Restaurant (Liquor)
LID Number: 61062
License Number: R6541
Licensee: SALSAS MONTGOMERYVILLE INC
County: Montgomery County
Municipality: Montgomery Twp

PREMISES

Name: SALSAS MEXICAN RESTAURANT
Owner: n/a
Manager: JUAN ZARATE

OFFICERS

DAVID GIL (SECY-DIR-SH)
JOSE FLORES (TREAS-DIR-SH)
JUAN GONZALES (VP-DIR-SH-MANAGER)
JUAN MACIAS (VP-DIR-SH)
JUAN ZARATE (MANAGER)
RUBEN LEON (PRES-DIR-SH)

SAFEKEEPING INFORMATION

Contact: JONATHAN A JORDAN ESQUIRE
Phone: (610) 458-4400
Address: 717 CONSTITUTION DR
EXTON, Pennsylvania 19341

PERMITS / SECONDARY LICENSES

Type
Extended Hours Food Permit

CITATION CASE(S)

Case	Opened	Closed	Penalty
<u>2010-1867-X</u>	Sep 13, 2010	Feb 16, 2011	Fine, Fine (\$100)
<u>2010-2329-X</u>	Nov 1, 2010	Apr 13, 2011	Fine, Fine (\$150)
<u>2011-0264-X</u>	Feb 25, 2011	Apr 20, 2011	Fine, Fine (\$200)

TGI FRIDAY'S

MONTGOMERY MALL
 RTE 309 & 202
 NORTH WALES PA 19454

LICENSE INFORMATION

Status: Pending
License Type: Restaurant (Liquor)
LID Number: 72518
License Number: R9470
Licensee: GC FRIDAYS NJ-PA LLC ROBERT J O'HARA III ATTY AT LAW
County: Montgomery County
Municipality: Montgomery Twp

PREMISES

Name: TGI FRIDAY'S
Owner: n/a
Manager: ZACHARY DIMMACK

OFFICERS

ALFONSO FERNANDEZ (FIN SECY)
 ASHLEY APPLGATE (MANAGER)
 BRIAN PLATEL (MANAGER)
 CARMINE CAMPIONE (MANAGER)
 CHAD BEISIG (MANAGER)
 DANIEL BLANKENSHIP (MANAGER)
 FERNANDO ANON (CFO)
 JACQUELINE MARTINELLI (MANAGER)
 JEFFINER ALLEN (MANAGER)
 JEFFREY TROMPETER (MANAGER)
 JOSEPH CHRISTIANO (MANAGER)
 JOSEPH CHRISTIANO (MANAGER)
 MANUEL KADRE (MEMBER)
 MARTIN SWEREN (SECY/TREAS-DIR)
 REGINALD EVERS (MANAGER)
 ROBERT GLACKIN (MANAGER)
 ROBERT PARTO (MANAGER)
 STEPHEN LEVIN (DIR)
 ZACHARY DIMMACK (MANAGER)

CITATION CASE(S)

Case	Opened	Closed	Penalty
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MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Payment of Bills

MEETING DATE: May 23, 2016

ITEM NUMBER: #15

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
of the Board of Supervisors



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:

Approval all bills as presented.

MOTION/RESOLUTION:

None.

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

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 01 UNIVEST CHECKING					
05/12/2016	01	64427	00000371	HOT FROG PRINT MEDIA, LLC	4,057.15
05/12/2016	01	64428	100000093	SONIA MARQUES	1,134.00
05/17/2016	01	64429	00000072	CANON FINANCIAL SERVICES, INC	250.00
05/17/2016	01	64430	100000072	MATTHEW SPALDING	791.00
05/20/2016	01	64431	00905040	3M COGENT INC.	25.75
05/20/2016	01	64432	00000842	911 SAFETY EQUIPMENT	415.00
05/20/2016	01	64433	00000006	ACME UNIFORMS FOR INDUSTRY	97.71
05/20/2016	01	64434	00000006	ACME UNIFORMS FOR INDUSTRY	28.16
05/20/2016	01	64435	00000006	ACME UNIFORMS FOR INDUSTRY	28.16
05/20/2016	01	64436	00000006	ACME UNIFORMS FOR INDUSTRY	97.71
05/20/2016	01	64437	00001202	AIRGAS, INC.	196.14
05/20/2016	01	64438	MISC-FIRE	ALEXANDER J DEANGELIS	30.00
05/20/2016	01	64439	00001291	ANCHOR FIRE PROTECTION CO., INC.	410.00
05/20/2016	01	64440	00000031	AT&T	133.81
05/20/2016	01	64441	00000561	ATLANTIC TACTICAL	2,428.40
05/20/2016	01	64442	00000043	BERGEY'S	13.32
05/20/2016	01	64443	00000043	BERGEY'S	1.00
05/20/2016	01	64444	00000043	BERGEY'S	32.22
05/20/2016	01	64445	00000043	BERGEY'S	1.00
05/20/2016	01	64446	00000043	BERGEY'S	56.01
05/20/2016	01	64447	00000043	BERGEY'S	137.45
05/20/2016	01	64448	00000043	BERGEY'S	114.21
05/20/2016	01	64449	MISC-FIRE	BILL WIEGMAN	45.00
05/20/2016	01	64450	00000209	BOUCHER & JAMES, INC.	77.50
05/20/2016	01	64451	00000209	BOUCHER & JAMES, INC.	274.66
05/20/2016	01	64452	00000209	BOUCHER & JAMES, INC.	121.25
05/20/2016	01	64453	00000209	BOUCHER & JAMES, INC.	1,002.38
05/20/2016	01	64454	00000209	BOUCHER & JAMES, INC.	227.50
05/20/2016	01	64455	00000209	BOUCHER & JAMES, INC.	72.75
05/20/2016	01	64456	00000209	BOUCHER & JAMES, INC.	694.98
05/20/2016	01	64457	00000209	BOUCHER & JAMES, INC.	643.54
05/20/2016	01	64458	00000209	BOUCHER & JAMES, INC.	556.46
05/20/2016	01	64459	00000209	BOUCHER & JAMES, INC.	150.00
05/20/2016	01	64460	00000209	BOUCHER & JAMES, INC.	48.50
05/20/2016	01	64461	00000209	BOUCHER & JAMES, INC.	1,058.60
05/20/2016	01	64462	00000209	BOUCHER & JAMES, INC.	53.00
05/20/2016	01	64463	00000209	BOUCHER & JAMES, INC.	229.43
05/20/2016	01	64464	00000209	BOUCHER & JAMES, INC.	690.32
05/20/2016	01	64465	00000209	BOUCHER & JAMES, INC.	317.90
05/20/2016	01	64466	00000209	BOUCHER & JAMES, INC.	17,956.24
05/20/2016	01	64467	MISC-FIRE	BRANDON UZDZIENSKI	15.00
05/20/2016	01	64468	MISC-FIRE	BRANDON UZDZIENSKI	30.00
05/20/2016	01	64469	MISC-FIRE	BRIAN KRAFT	15.00
05/20/2016	01	64470	MISC	BRITT ROBERT H & SUSAN	1,200.00
05/20/2016	01	64471	00000231	CARROT-TOP INDUSTRIES INC.	87.27
05/20/2016	01	64472	00001601	CDW GOVERNMENT, INC.	214.64
05/20/2016	01	64473	00001601	CDW GOVERNMENT, INC.	210.48
05/20/2016	01	64474	100000086	CHRISTINA BREEN	90.00
05/20/2016	01	64475	00002048	COLONIAL ELECTRIC SUPPLY CO, INC.	188.70
05/20/2016	01	64476	00000363	COMCAST	53.25
05/20/2016	01	64477	00000363	COMCAST	202.55
05/20/2016	01	64478	00000363	COMCAST	408.74
05/20/2016	01	64479	00000335	COMCAST CORPORATION	438.89
05/20/2016	01	64480	00000335	COMCAST CORPORATION	977.21
05/20/2016	01	64481	00000222	COMMONWEALTH PRECAST, INC.	356.00
05/20/2016	01	64482	MISC	CULINART INC.	122.40
05/20/2016	01	64483	MISC-FIRE	DAVID P BENNETT	30.00
05/20/2016	01	64484	00000629	DAVIDHEISER'S INC.	26.00
05/20/2016	01	64485	00000629	DAVIDHEISER'S INC.	828.00
05/20/2016	01	64486	00000629	DAVIDHEISER'S INC.	500.00
05/20/2016	01	64487	00001172	DETLAN EQUIPMENT, INC.	4.73
05/20/2016	01	64488	00000967	DVHT - DELAWARE VALLEY HEALTH TRUST	172,364.37
05/20/2016	01	64489	00000612	DVMMA - DELAWARE VALLEY MUNICIPAL	356.70
05/20/2016	01	64490	00000092	E.M. KUTZ, INC.	170.35
05/20/2016	01	64491	MISC	EMBALL'ISO INC	300.00
05/20/2016	01	64492	00903110	ESTABLISHED TRAFFIC CONTROL	870.00
05/20/2016	01	64493	00000423	FAMILY DINING, INC.	111.72
05/20/2016	01	64494	00000169	FEDEX	25.77
05/20/2016	01	64495	00001466	FEDEX OFFICE	4.00
05/20/2016	01	64496	100000095	FILIPPA KARCEWSKI	133.00
05/20/2016	01	64497	MISC	FINAL TOUCH HOME SERVICES	3.27
05/20/2016	01	64498	00001669	FIRST HOSPITAL LABORATORIES, INC.	94.25
05/20/2016	01	64499	100000085	GENERAL ROOFING & CONTRACTING	50.00
05/20/2016	01	64500	00000817	GILMORE & ASSOCIATES, INC.	880.25
05/20/2016	01	64501	00000817	GILMORE & ASSOCIATES, INC.	695.00
05/20/2016	01	64502	00000817	GILMORE & ASSOCIATES, INC.	6,243.00
05/20/2016	01	64503	00000817	GILMORE & ASSOCIATES, INC.	575.00
05/20/2016	01	64504	00000817	GILMORE & ASSOCIATES, INC.	836.19

Check Date	Bank	Check	Vendor	Vendor Name	Amount
05/20/2016	01	64505	00000817	GILMORE & ASSOCIATES, INC.	179.50
05/20/2016	01	64506	00000817	GILMORE & ASSOCIATES, INC.	67.00
05/20/2016	01	64507	00000817	GILMORE & ASSOCIATES, INC.	205.05
05/20/2016	01	64508	00000817	GILMORE & ASSOCIATES, INC.	1,648.30
05/20/2016	01	64509	00000817	GILMORE & ASSOCIATES, INC.	366.58
05/20/2016	01	64510	00000817	GILMORE & ASSOCIATES, INC.	190.00
05/20/2016	01	64511	00000817	GILMORE & ASSOCIATES, INC.	2,612.00
05/20/2016	01	64512	00000817	GILMORE & ASSOCIATES, INC.	135.84
05/20/2016	01	64513	00000817	GILMORE & ASSOCIATES, INC.	725.00
05/20/2016	01	64514	00000817	GILMORE & ASSOCIATES, INC.	1,943.48
05/20/2016	01	64515	00000817	GILMORE & ASSOCIATES, INC.	1,183.50
05/20/2016	01	64516	00000817	GILMORE & ASSOCIATES, INC.	413.00
05/20/2016	01	64517	00000817	GILMORE & ASSOCIATES, INC.	413.00
05/20/2016	01	64518	00000817	GILMORE & ASSOCIATES, INC.	848.50
05/20/2016	01	64519	00000817	GILMORE & ASSOCIATES, INC.	346.00
05/20/2016	01	64520	00000817	GILMORE & ASSOCIATES, INC.	312.50
05/20/2016	01	64521	00000817	GILMORE & ASSOCIATES, INC.	312.50
05/20/2016	01	64522	00000817	GILMORE & ASSOCIATES, INC.	616.50
05/20/2016	01	64523	00000817	GILMORE & ASSOCIATES, INC.	1,285.82
05/20/2016	01	64524	00000817	GILMORE & ASSOCIATES, INC.	1,185.46
05/20/2016	01	64525	00000817	GILMORE & ASSOCIATES, INC.	1,042.00
05/20/2016	01	64526	00000198	GLASGOW, INC.	275.00
05/20/2016	01	64527	MISC-FIRE	GLEN ROETMAN	30.00
05/20/2016	01	64528	00000229	GRAINGER	27.80
05/20/2016	01	64529	00000213	HAJOCA CORPORATION	347.10
05/20/2016	01	64530	00000215	HAVIS, INC.	103.32
05/20/2016	01	64531	00906083	HEAD START SPORTS, INC	120.00
05/20/2016	01	64532	00000903	HOME DEPOT CREDIT SERVICES	109.66
05/20/2016	01	64533	00000903	HOME DEPOT CREDIT SERVICES	70.88
05/20/2016	01	64534	00000903	HOME DEPOT CREDIT SERVICES	114.42
05/20/2016	01	64535	00000903	HOME DEPOT CREDIT SERVICES	54.79
05/20/2016	01	64536	00000903	HOME DEPOT CREDIT SERVICES	5.50
05/20/2016	01	64537	00000903	HOME DEPOT CREDIT SERVICES	39.96
05/20/2016	01	64538	00000903	HOME DEPOT CREDIT SERVICES	100.11
05/20/2016	01	64539	00000903	HOME DEPOT CREDIT SERVICES	10.22
05/20/2016	01	64540	00000903	HOME DEPOT CREDIT SERVICES	21.32
05/20/2016	01	64541	00000903	HOME DEPOT CREDIT SERVICES	107.40
05/20/2016	01	64542	00000903	HOME DEPOT CREDIT SERVICES	92.55
05/20/2016	01	64543	00000903	HOME DEPOT CREDIT SERVICES	6.98
05/20/2016	01	64544	00000903	HOME DEPOT CREDIT SERVICES	18.85
05/20/2016	01	64545	00000903	HOME DEPOT CREDIT SERVICES	45.91
05/20/2016	01	64546	00000102	INTERSTATE BATTERY SYSTEMS OF	95.95
05/20/2016	01	64547	00001639	ITI TRAILERS AND TRUCK BODIES, INC.	159.85
05/20/2016	01	64548	100000089	JENNIFER MCCULLEY	100.00
05/20/2016	01	64549	MISC-FIRE	JOE BIFOLCO	60.00
05/20/2016	01	64550	MISC-FIRE	JOE BIFOLCO	120.00
05/20/2016	01	64551	MISC-FIRE	JOHN H. MOGENSEN	60.00
05/20/2016	01	64552	100000096	JONATHAN LAWRENCE	15.00
05/20/2016	01	64553	00000148	JONATHAN S. BEER	475.00
05/20/2016	01	64554	100000091	KEITH A. EARLE	1,000.00
05/20/2016	01	64555	00000264	KENCO HYDRAULICS, INC.	175.88
05/20/2016	01	64556	00000261	KERSHAW & FRITZ TIRE SERVICE, INC.	138.84
05/20/2016	01	64557	00000571	LEE WAGNER	544.20
05/20/2016	01	64558	MISC	LIONHEART INDUSTRIAL GROUP	23.01
05/20/2016	01	64559	00001065	MAILLIE LLP	17,500.00
05/20/2016	01	64560	100000087	MARILYN FORSYTH	75.00
05/20/2016	01	64561	00000689	MARY KAY KELM, ESQUIRE	87.50
05/20/2016	01	64562	MISC-FIRE	MARY NEWELL	90.00
05/20/2016	01	64563	100000094	MATT JOHNSON	15.00
05/20/2016	01	64564	MISC-FIRE	MATT SHINTON	30.00
05/20/2016	01	64565	100000092	MICHAEL CAVALLARO	1,200.00
05/20/2016	01	64566	MISC-FIRE	MICHAEL D. SHINTON	60.00
05/20/2016	01	64567	MISC-FIRE	MICHAEL SHEARER	15.00
05/20/2016	01	64568	MISC-FIRE	MICHAEL SHEARER	45.00
05/20/2016	01	64569	MISC-FIRE	MIKE BEAN	30.00
05/20/2016	01	64570	03214616	MIKE CARR'S TOWING & HAULING	75.00
05/20/2016	01	64571	00000326	MONTGOMERY COUNTY	47.19
05/20/2016	01	64572	MISC	MONTGOMERYVILLE MINI STORAGE	94.31
05/20/2016	01	64573	00000324	MOYER INDOOR / OUTDOOR	145.00
05/20/2016	01	64574	00000324	MOYER INDOOR / OUTDOOR	134.00
05/20/2016	01	64575	00000540	MYSTIC PIZZA	33.00
05/20/2016	01	64576	00000157	NATURAL LANDS TRUST, INC.	3,102.04
05/20/2016	01	64577	00000356	NORTH WALES WATER AUTHORITY	75.04
05/20/2016	01	64578	00000270	NYCE CRETE AND LANDIS CONCRETE	87.00
05/20/2016	01	64579	100000097	PAM CHANG	24.00
05/20/2016	01	64580	100000088	PATRICIA SOBEL	60.00
05/20/2016	01	64581	MISC-FIRE	PAUL R. MOGENSEN	55.00
05/20/2016	01	64582	00000397	PECO ENERGY	14,344.22
05/20/2016	01	64583	00000399	PECO ENERGY	9,710.80
05/20/2016	01	64584	00000595	PENN VALLEY CHEMICAL COMPANY	725.82
05/20/2016	01	64585	00000595	PENN VALLEY CHEMICAL COMPANY	123.44

Check Date	Bank	Check	Vendor	Vendor Name	Amount
05/20/2016	01	64586	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	176.88
05/20/2016	01	64587	00002025	PET DINER, THE	208.77
05/20/2016	01	64588	00000009	PETTY CASH	100.00
05/20/2016	01	64589	00000447	PETTY CASH - POLICE	173.25
05/20/2016	01	64590	MISC-FIRE	PHIL STUMP	45.00
05/20/2016	01	64591	00000945	PIPERSVILLE GARDEN CENTER, INC.	343.05
05/20/2016	01	64592	00000945	PIPERSVILLE GARDEN CENTER, INC.	302.60
05/20/2016	01	64593	00000345	PRINTWORKS & COMPANY, INC.	196.00
05/20/2016	01	64594	00000345	PRINTWORKS & COMPANY, INC.	117.71
05/20/2016	01	64595	MISC-FIRE	RACHEL TROUTMAN	75.00
05/20/2016	01	64596	MISC-FIRE	RACHEL TROUTMAN	75.00
05/20/2016	01	64597	00000436	RAY ALLEN MANUFACTURING CO INC	255.99
05/20/2016	01	64598	00906102	READY REFRESH	72.90
05/20/2016	01	64599	00906102	READY REFRESH	9.72
05/20/2016	01	64600	00906102	READY REFRESH	59.48
05/20/2016	01	64601	00000117	RIGGINS INC	1,209.51
05/20/2016	01	64602	00000115	RIGGINS, INC	1,133.18
05/20/2016	01	64603	00000115	RIGGINS, INC	950.80
05/20/2016	01	64604	03214665	ROBERT GORDON	120.00
05/20/2016	01	64605	00001812	ROBERT J. JOHNSON JR.	172.61
05/20/2016	01	64606	00001972	ROBERT L. BRANT	392.00
05/20/2016	01	64607	MISC-FIRE	ROBERT MCMONAGLE	30.00
05/20/2016	01	64608	00000610	RUBIN, GLICKMAN, STEINBERG AND	120.00
05/20/2016	01	64609	MISC-FIRE	RYAN CROUTHAMEL	30.00
05/20/2016	01	64610	00906020	RYAN FROST	446.00
05/20/2016	01	64611	00000653	SCATTON'S HEATING & COOLING, INC.	370.19
05/20/2016	01	64612	100000098	SHERI MOORE	24.00
05/20/2016	01	64613	00000015	SPRINT	417.99
05/20/2016	01	64614	00001394	STANDARD INSURANCE COMPANY	7,419.88
05/20/2016	01	64615	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	251.17
05/20/2016	01	64616	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	10.10
05/20/2016	01	64617	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	353.29
05/20/2016	01	64618	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	430.83
05/20/2016	01	64619	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	60.26
05/20/2016	01	64620	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	121.04
05/20/2016	01	64621	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	47.98
05/20/2016	01	64622	MISC-FIRE	STEVE SPLENDIDO	30.00
05/20/2016	01	64623	00000485	SYRENA COLLISION CENTER, INC.	750.00
05/20/2016	01	64624	00000724	TANNER FURNITURE	2,283.00
05/20/2016	01	64625	00001375	THE PARTNERSHIP TMA	2,479.00
05/20/2016	01	64626	00001273	TIM KUREK	230.75
05/20/2016	01	64627	00000506	TRANS UNION LLC	50.00
05/20/2016	01	64628	00000077	TRISTATE ENVIRONMENTAL	2,744.56
05/20/2016	01	64629	MISC	TURN 14 DISTRIBUTION	268.70
05/20/2016	01	64630	00000040	VERIZON	139.99
05/20/2016	01	64631	MISC-FIRE	VINAY SETTY	60.00
05/20/2016	01	64632	MISC-FIRE	VINCE ZIRPOLI	210.00
05/20/2016	01	64633	00001329	WELDON AUTO PARTS	4.36
05/20/2016	01	64634	00001329	WELDON AUTO PARTS	37.58
05/20/2016	01	64635	00001329	WELDON AUTO PARTS	184.00
05/20/2016	01	64636	00001329	WELDON AUTO PARTS	21.75
05/20/2016	01	64637	00001329	WELDON AUTO PARTS	21.75
05/20/2016	01	64638	00001329	WELDON AUTO PARTS	6.49
05/20/2016	01	64639	00000632	WEST GENERATOR SERVICES INC.	550.00
05/20/2016	01	64640	00000632	WEST GENERATOR SERVICES INC.	550.00
05/20/2016	01	64641	00000632	WEST GENERATOR SERVICES INC.	550.00
05/20/2016	01	64642	00001546	WILSON'S HARDWARE & LOCKSMITHS	125.00
05/20/2016	01	64643	MISC	XTRA SPACE SELF STORAGE	138.71
05/20/2016	01	64644	00000590	YOCUM FORD	1,780.58
05/20/2016	01	64645	00000590	YOCUM FORD	523.45
05/20/2016	01	64646	00000550	ZEP MANUFACTURING COMPANY	287.31

01 TOTALS:

Total of 220 Disbursements:

323,443.49

05/20/2016

Payroll ACH List
For Check Dates 05/10/2016 to 05/23/2016

Check Date	Name	Amount		
05/11/2016	STATE OF PA	State Tax Payment	\$	8,928.18
05/19/2016	UNITED STATES TREASURY	941 Tax Payment	\$	81,215.46
05/19/2016	PBA	PBA Payment	\$	789.41
05/19/2016	BCG 401	401 Payment	\$	13,888.23
05/19/2016	BCG 457	457 Payment	\$	10,396.89
05/19/2016	PA SCDU	Withholding Payment	\$	1,340.38
Total Checks: 6			\$	116,558.55