

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
APRIL 25, 2024
7:00 P.M.

www.montgomerytp.org

Tanya C. Bamford
Candyce Fluehr Chimera
Annette M. Long
Beth A. Staab
Audrey R. Ware

Carolyn McCreary
Township Manager

1. Call Meeting to Order
2. Pledge of Allegiance
3. Announcements
4. **Recognition: Retirement of Officer Rob Johnson**
5. Public Comment
6. Consent Agenda:
 - Minutes of April 8, 2024 Meeting
 - Payment of the April 25, 2024 Bills

Planning and Zoning:

7. Conditional Use Hearing: Airport Square, LLC (Panera Bread Restaurant with Drive-Thru)
- ~~8. Chick-Fil-A Land Development Application (Rescheduled at the request of the applicant)~~
- ~~9. Quick Lube Land Development Application (Rescheduled at the request of the applicant)~~
10. Request for Fee Waivers for Mary, Mother of the Redeemer - Annual Summer Festival
11. Review of Zoning Hearing Board Applications
12. Arbor Day Proclamation

Parks and Recreation

13. Review the Proposed Sign Design for the New Dog Park
14. Authorize Preparation and Advertisement of Bid for Gymnasium Floor Replacement

Public Works:

15. Authorize Advertisement of Traffic Signal Preemption Project - Horsham and County Line Roads

Administration and Finance:

16. Authorization for the Sale of Municipal Equipment by Online Auction

New Business:

17. Department Reports
18. Committee Liaison Reports
19. Adjournment

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #03

SUBJECT: Announcements
MEETING DATE: April 25, 2024
BOARD LIAISON:
INITIATED BY: Candyce Fluehr Chimera, Chairwoman

- Montgomery Township has been honored with the Government Finance Officers Association's (GFOA) Award for Outstanding Achievement in Popular Annual Financial Reporting for the fiscal year ending December 31, 2022. This prestigious award underscores our commitment to transparency and financial reporting excellence. We extend our gratitude to everyone involved in achieving this significant milestone, reflecting their dedication to maintaining the highest standards of government accountability and communication.
- Congratulations to Vicki Souder, our beloved SilverSneakers instructor at Montgomery Township Community and Recreation Center, for winning the 2024 SilverSneakers Instructor of the Year award! Vicki's warmth and dedication shine through in every class, creating a welcoming, family-like environment. Her commitment to fitness and community well-being is an inspiration to us all, making each session not just a workout, but a gathering of friends.
- Thank you to everyone who brought their electronics to our Electronic Recycling event last Saturday! Together we recycled 16,886 pounds of electronic waste!
- **Reminder of Upcoming Events:**
 - Saturday, April 27 – 9 am to Noon – Arbor Day Tree Giveaway in Honor of Roy Rodriguez
 - Friday, May 24 – 5 pm to 9 pm – Stars, Stripes and Remembrance

For more information on all of our events, please visit our website.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #04

SUBJECT: Recognition of the Retirement of Officer Robert Johnson
MEETING DATE: April 25, 2023
BOARD LIAISON: Annette M. Long, Public Safety Committee Liaison
INITIATED BY: J. Scott Bendig, Chief of Police

BACKGROUND:

On April 14, 2024, Officer Robert Johnson retired from the Montgomery Township Police Department after thirty-seven years of service to our community. Rob Johnson began his service to Montgomery Township on November 4, 1988, as a police dispatcher. On July 28, 1989, Dispatcher Johnson was sworn in as an officer with the Police Department. Officer Johnson has served in various roles during his tenure, including officer-in-charge, field training officer, bicycle patrol officer, and DARE instructor. However, Officer Johnson will be most known for his work as the department's Community Policing liaison, coordinating a litany of events for the department, including our Junior Police Academy, Citizens Police Academy, National Night Out, and annual Halloween Candy giveaway.

During his thirty-seven-year career, Officer Johnson has received eleven departmental commendations for his actions as an officer and numerous letters of appreciation from township residents, civic groups, and neighboring law enforcement agencies. Officer Johnson has shown exemplary dedication and professionalism in his service to our community's residents, businesses, and coworkers. Officer Johnson's skillset and dedication will be sorely missed.

RECOMMENDATION:

It is recommended that the Board of Supervisors recognize Officer Robert Johnson on the occasion of his retirement from the Township after 37 years of service to our community.

MOTION/RESOLUTION:

MOTION that we hereby recognize Officer Robert Johnson's retirement and express our deep gratitude to him for his dedication and faithful service to the Montgomery Township Police Department and the Montgomery Township community.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #05

SUBJECT: Public Comment
MEETING DATE: April 25, 2024
BOARD LIAISON:
INITIATED BY: Candyce Fluehr Chimera, Chairwoman

BACKGROUND:

Persons wishing to make public comment during this meeting on any items not listed on the agenda may do so at this time.

Please come forward to the microphone and state your name and address for the record.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #06

SUBJECT: Consent Agenda
MEETING DATE: April 25, 2024
BOARD LIAISON:
INITIATED BY:

BACKGROUND:

MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED for the following:

- Minutes of the April 8, 2024 Board meeting
- Payment of the April 25, 2024 Bills

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
APRIL 08, 2024**

1. Call to Order: The April 8, 2024 action meeting of the Montgomery Township Board of Supervisors was held at the Montgomery Township Municipal Building, 1001 Stump Road, Montgomeryville, PA. Chairwoman Candyce Fluehr Chimera called the meeting to order at 7:00 p.m.

IN ATTENDANCE:

Chair Candyce Fluehr Chimera
Supervisor Tanya C. Bamford
Supervisor Annette M. Long
Supervisor Beth A. Staab
Vice Chair Audrey R. Ware
Township Solicitor Sean Kilkenny, Esq.

ALSO IN ATTENDANCE:

Police Chief J. Scott Bendig
Fire Chief Bill Wiegman
Director of Finance Brian Shapiro
Director of Planning & Zoning Marianne McConnell
Director of Public Works Greg Reiff
Director of IT Richard Grier
Recording Secretary Deborah Rivas

2. & 3. Pledge of Allegiance and Announcements: Following the Pledge of Allegiance, Ms. Chimera made the following announcements:

- Local Government Week is April 8th through the 14th. Montgomery Township is proud to acknowledge this occasion, celebrating the foundational role local government plays in the vitality and well-being of our community, serving as the backbone that supports our residents and businesses in countless ways.
- Upcoming Events: April 13 – Leaf and Yard Waste Curbside Pickup, April 20 – Electronic Recycling Event, April 27 – Arbor Day Tree Giveaway in Honor of Roy Rodriguez, and May 24 – Stars, Stripes and Remembrance.

4. Public Comment: Ms. Chimera asked for public comment from the audience, and there was none.

5. Announcement of Executive Session: Township Solicitor Sean Kilkenny, Esquire, announced that the Board of Supervisors met in Executive Session earlier this evening at 6:30 p.m. in the Township building to discuss one real estate matter, one litigation matter and one potential litigation matter. Mr. Kilkenny stated that the topics discussed are legitimate subjects of an Executive Session under the Commonwealth of Pennsylvania’s Sunshine Law.

6. Consent Agenda:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford, and unanimously carried (5-0), the minutes of the March 25, 2024 Board meeting, the payment of bills for April 8, 2024, the ratification of the Real Estate Tax Appeal Settlement for 140 Domorah and the ratification of the Real Estate Tax Appeal Settlement for 749 Bethlehem Pike were all approved as submitted.

Public Hearing:

7. Adoption of Ordinance #24-339 – Amendments to Zoning Chapter 230 – Upon motion by Ms. Chimera, second by Ms. Bamford, and unanimously carried, the public hearing was opened at 7:05 p.m. Mr. Kilkenny entered the exhibits into the record, T1 – Advertisement, T2 – Ordinance Amendment 24-339, and T3 – Review letters from the Montgomery County Planning Commission and the Montgomery Township Planning Commission. Ms. McConnell reported that Township staff and consultants are recommending amendments to the Zoning Code, Chapter 230, to create provisions for “Standby Generators”; to revise the definition and provisions for “Special Events”; to create separate provisions for “Temporary Outdoor Sales”; to permit changeable copy signs for institutional uses located in residential districts and amend the copy change rate; to create provisions for “Menu/Drive-Through Signs”; and to prohibit storage above ground or partially above ground of inflammable or explosives materials over 550 gallons. Ms. Bamford questioned the wording of standby generators and the confusion between portable and whole-house generators. This ordinance refers to whole-house generators. The hearing closed at 7:11 p.m.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long, and unanimously carried (5-0), the Board adopted Ordinance #24-339 – Amendments to Zoning Chapter 230 for standby generators, special events/temporary outdoor sales, changeable copy signs, drive-through signage and above ground storage tanks.

Planning and Zoning:

8. Village Shopping Center – Sewage Facilities Planning Module – Carl Weiner, Esquire, representing the applicant, Harry Hassan, stated that they are requesting the Board’s approval to submit a sewer planning module to the DEP for the renovations of the Village Shopping Center. The purpose is to allow the DEP to undertake its review of the planning module. Ms. Chimera explained that the matter had been tabled at the prior meeting to allow the Board to take additional time to do their due diligence and review the matter with Township consultants. The Board has had the opportunity to do so and is comfortable moving forward.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Staab, and unanimously carried (5-0), the Board adopted Resolution 2024-07, Plan Revision DEP Review for New Land Development relating to the Village Shopping Center.

Public Works:

9. Award Contract for Stormwater Improvement Project at Bedford Basin:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford, and unanimously carried (5-0), the Board awarded the contract for the Storm Sewer Infrastructure Improvements at Bedford Basin at AH Cornell and Son, the lowest responsible bidder, in the amount of \$66,699.50 per the recommendation of Gilmore & Associates, Township Engineer.

10. Award Contract for 2024 Lawn Care Treatment:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long, and unanimously carried (5-0), the Board awarded the contract for the 2024 Lawn Care Treatments to Moyer & Son, Inc., the only responsible bidder, in the amount of \$20,013.00 per the recommendation of the Township.

Administration and Finance:

11. Installation of CCTV and Access Control for Public Works Building: Mr. Grier reported that \$36,500 was budgeted to install an access control and security camera system for the Public Works Building at 90 Domorah Drive. After additional review of the Public Works buildings, it was recommended that additional cameras and locks be included. The final cost will be \$48,168.97.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford, and unanimously carried (5-0), the Board awarded the contract for the purchase of an Avigilon Access Control and Camera system from CM3 Building Solutions, an authorized vendor under the Co-Stars Cooperative Purchase Program, at a total cost of \$48,168.97 per their quote.

Old Business: None.

New Business: Ms. Bamford expressed condolences on the Board's behalf for the loss of longtime Public Works employee Steve Wiater, who passed away on April 3, 2024. Mr. Reiff stated that the department feels the loss, and Steve will be unreplaceable with his knowledge and unique personality. Ms. Chimea commented on a letter received by a woman traveling through the Township who had broken down on the side of the road. She was genuinely surprised by the number of people and emergency personnel who stopped to assist her, specifically mentioning Officer Millevoi as being extra helpful.

12. Adjournment: Upon motion by Ms. Chimera and seconded by Ms. Long, the meeting was adjourned at 7:26 p.m.

Respectfully submitted,

Deborah A. Rivas, Recording Secretary



Montgomery Township, PA

My Check Report

By Check Number

Date Range: 04/09/2024 - 04/25/2024

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------------------------|-------------------------------------|--------------|--------------|-----------------|----------------|--------|
| Bank Code: POOL AP-APBNK | | | | | | |
| MT000040 | Acme Uniforms For Industry | 04/18/2024 | Regular | 0.00 | 432.72 | 98177 |
| MT000046 | Adam J. Morrow | 04/18/2024 | Regular | 0.00 | 250.00 | 98178 |
| MT000050 | Adam Zwislewski | 04/18/2024 | Regular | 0.00 | 660.00 | 98179 |
| MT004299 | Adrienne Bonnem | 04/18/2024 | Regular | 0.00 | 520.00 | 98180 |
| MT000075 | Airgas, Inc. | 04/18/2024 | Regular | 0.00 | 323.94 | 98181 |
| MT000167 | Amazon.com Services, Inc | 04/18/2024 | Regular | 0.00 | 1,621.00 | 98182 |
| MT000229 | Andrew Weiner | 04/18/2024 | Regular | 0.00 | 250.00 | 98183 |
| MT000233 | Angel G. Mejias | 04/18/2024 | Regular | 0.00 | 350.00 | 98184 |
| MT000279 | AramSCO, Inc. | 04/18/2024 | Regular | 0.00 | 373.67 | 98185 |
| MT000342 | B Safe Inc. | 04/18/2024 | Regular | 0.00 | 370.00 | 98186 |
| MT000378 | Beanie Bounce Party Rentals | 04/18/2024 | Regular | 0.00 | 947.35 | 98187 |
| MT000378 | Beanie Bounce Party Rentals | 04/18/2024 | Regular | 0.00 | 1,141.45 | 98188 |
| MT000378 | Beanie Bounce Party Rentals | 04/18/2024 | Regular | 0.00 | 2,075.10 | 98189 |
| MT000378 | Beanie Bounce Party Rentals | 04/18/2024 | Regular | 0.00 | 1,490.15 | 98190 |
| MT000467 | Brandi Blusiewicz | 04/18/2024 | Regular | 0.00 | 100.00 | 98191 |
| MT000469 | Brandon Uzdzienski | 04/18/2024 | Regular | 0.00 | 100.00 | 98192 |
| MT000552 | C.E.S. | 04/18/2024 | Regular | 0.00 | 228.84 | 98193 |
| MT004296 | Caitlin Duffy | 04/18/2024 | Regular | 0.00 | 136.00 | 98194 |
| MT000567 | Canon Financial Services, Inc | 04/18/2024 | Regular | 0.00 | 2,002.64 | 98195 |
| MT000580 | Carl F. Herr | 04/18/2024 | Regular | 0.00 | 50.00 | 98196 |
| MT000585 | Carlos A. Gonzalez Jr | 04/18/2024 | Regular | 0.00 | 250.00 | 98197 |
| MT000632 | CDW Government, Inc. | 04/18/2024 | Regular | 0.00 | 2,026.00 | 98198 |
| MT000786 | COMCAST | 04/18/2024 | Regular | 0.00 | 788.57 | 98199 |
| MT000787 | Comcast Corporation | 04/18/2024 | Regular | 0.00 | 1,534.73 | 98200 |
| MT000799 | Commonwealth Precast, Inc. | 04/18/2024 | Regular | 0.00 | 3,750.00 | 98201 |
| MT000845 | Crash Champions #0504 | 04/18/2024 | Regular | 0.00 | 15,931.43 | 98202 |
| MT000848 | Creative Product Sourcing, Inc. | 04/18/2024 | Regular | 0.00 | 3,711.80 | 98203 |
| MT004292 | Danward, Inc. | 04/18/2024 | Regular | 0.00 | 350.00 | 98204 |
| MT000923 | David H. Lightkep, Inc. | 04/18/2024 | Regular | 0.00 | 122.58 | 98205 |
| MT000941 | Davidheiser's Inc. | 04/18/2024 | Regular | 0.00 | 384.00 | 98206 |
| MT000964 | Deep Run Aquatic Services, Inc. | 04/18/2024 | Regular | 0.00 | 7,500.00 | 98207 |
| MT000971 | Dejana Truck and Utility LLC | 04/18/2024 | Regular | 0.00 | 456.62 | 98208 |
| MT001030 | DJB Specialties, Inc. | 04/18/2024 | Regular | 0.00 | 3,122.25 | 98209 |
| MT001033 | Dog Town | 04/18/2024 | Regular | 0.00 | 479.95 | 98210 |
| MT001159 | Elite 3 Facilities Maintenance, LLC | 04/18/2024 | Regular | 0.00 | 4,600.00 | 98211 |
| MT004295 | Eunju Kim | 04/18/2024 | Regular | 0.00 | 480.00 | 98212 |
| MT001338 | Fulton Cardmember Services | 04/18/2024 | Regular | 0.00 | 1,305.89 | 98213 |
| MT004294 | FunFlicks | 04/18/2024 | Regular | 0.00 | 356.19 | 98214 |
| MT004294 | FunFlicks | 04/18/2024 | Regular | 0.00 | 356.19 | 98215 |
| MT004294 | FunFlicks | 04/18/2024 | Regular | 0.00 | 356.19 | 98216 |
| MT001351 | Galeton Gloves | 04/18/2024 | Regular | 0.00 | 43.06 | 98217 |
| MT001352 | Galls, an Aramark Co., LLC | 04/18/2024 | Regular | 0.00 | 172.64 | 98218 |
| MT001379 | George Allen Portable Toilets, Inc. | 04/18/2024 | Regular | 0.00 | 944.00 | 98219 |
| MT001398 | Gilmore and Associates Inc. | 04/18/2024 | Regular | 0.00 | 420.54 | 98220 |
| MT001404 | Glasgow, Inc. | 04/18/2024 | Regular | 0.00 | 824.05 | 98221 |
| MT001412 | Glick Fire Equipment Company Inc | 04/18/2024 | Regular | 0.00 | 1,473.41 | 98222 |
| MT001437 | Granahan Electrical Contractors, In | 04/18/2024 | Regular | 0.00 | 6,612.00 | 98223 |
| MT001505 | Heartsmart | 04/18/2024 | Regular | 0.00 | 745.20 | 98224 |
| MT001527 | Herman Goldner Company, Inc. | 04/18/2024 | Regular | 0.00 | 1,273.85 | 98225 |
| MT001548 | Home Depot Credit Services | 04/18/2024 | Regular | 0.00 | 805.54 | 98226 |
| MT001554 | Horsham Car Wash | 04/18/2024 | Regular | 0.00 | 335.00 | 98227 |
| MT001610 | Interstate Battery Systems | 04/18/2024 | Regular | 0.00 | 584.75 | 98228 |
| MT001643 | Jacob Millevoi | 04/18/2024 | Regular | 0.00 | 150.00 | 98229 |
| MT001856 | John Bereschak | 04/18/2024 | Regular | 0.00 | 250.00 | 98230 |

My Check Report

Date Range: 04/09/2024 - 04/25/2024

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|--|--------------|--------------|-----------------|----------------|--------|
| MT001868 | John H. Mogensen | 04/18/2024 | Regular | 0.00 | 50.00 | 98231 |
| MT001891 | John Scheiter | 04/18/2024 | Regular | 0.00 | 534.99 | 98232 |
| MT004308 | Justin Tohanczyn | 04/18/2024 | Regular | 0.00 | 280.00 | 98233 |
| MT004293 | Kalman Bokow Fund | 04/18/2024 | Regular | 0.00 | 250.00 | 98234 |
| MT002038 | Keith Grierson | 04/18/2024 | Regular | 0.00 | 100.00 | 98235 |
| MT002089 | Keystone Municipal Services, Inc. | 04/18/2024 | Regular | 0.00 | 6,750.00 | 98236 |
| MT002098 | Kilkenny Law, LLC | 04/18/2024 | Regular | 0.00 | 5,990.00 | 98237 |
| MT002170 | Kyle W. Stump | 04/18/2024 | Regular | 0.00 | 150.00 | 98238 |
| MT002202 | Larry Nadzan | 04/18/2024 | Regular | 0.00 | 150.00 | 98239 |
| MT002228 | Lauren K Maxwell | 04/18/2024 | Regular | 0.00 | 150.00 | 98240 |
| MT002341 | Lowe's Companies Inc. | 04/18/2024 | Regular | 0.00 | 203.81 | 98241 |
| MT002347 | Lucy Gonzalez | 04/18/2024 | Regular | 0.00 | 45.57 | 98242 |
| MT002349 | Luke Kirchner | 04/18/2024 | Regular | 0.00 | 50.00 | 98243 |
| MT002451 | Marriott's Emergency Equipment | 04/18/2024 | Regular | 0.00 | 726.00 | 98244 |
| MT002470 | Mary Kay Kelm, Esquire | 04/18/2024 | Regular | 0.00 | 2,145.00 | 98245 |
| MT002408 | Meg Swiggard | 04/18/2024 | Regular | 0.00 | 23.74 | 98246 |
| MT004300 | Melissa Owens | 04/18/2024 | Regular | 0.00 | 150.00 | 98247 |
| MT004304 | Members 1st Federal Credit Union | 04/18/2024 | Regular | 0.00 | 125.00 | 98248 |
| MT002621 | Michael H. Bean | 04/18/2024 | Regular | 0.00 | 150.00 | 98249 |
| MT002624 | Michael J. Kunzig | 04/18/2024 | Regular | 0.00 | 100.00 | 98250 |
| MT004278 | Midmark Corporation - Leesburg | 04/18/2024 | Regular | 0.00 | 85.00 | 98251 |
| PAYR-IAFF | Montgomery Township Professional | 04/18/2024 | Regular | 0.00 | 252.70 | 98252 |
| MT002796 | Moyer Indoor / Outdoor | 04/18/2024 | Regular | 0.00 | 168.01 | 98253 |
| MT004303 | NJ E-Z Pass | 04/18/2024 | Regular | 0.00 | 168.20 | 98254 |
| MT002919 | North American Rescue, LLC | 04/18/2024 | Regular | 0.00 | 2,415.34 | 98255 |
| MT002937 | North Wales Water Authority | 04/18/2024 | Regular | 0.00 | 118.16 | 98256 |
| MT002951 | Nyce Crete and Landis Concrete | 04/18/2024 | Regular | 0.00 | 487.27 | 98257 |
| MT002952 | NYCO Corporation | 04/18/2024 | Regular | 0.00 | 253.98 | 98258 |
| MT002957 | Occupational Health Centers | 04/18/2024 | Regular | 0.00 | 165.00 | 98259 |
| MT002961 | ODP Business Solutions, LLC | 04/18/2024 | Regular | 0.00 | 109.73 | 98260 |
| MT003005 | PA DUI Association | 04/18/2024 | Regular | 0.00 | 100.00 | 98261 |
| MT003009 | PA Turnpike Toll By Plate | 04/18/2024 | Regular | 0.00 | 67.50 | 98262 |
| MT003044 | Patrick Kerr | 04/18/2024 | Regular | 0.00 | 150.00 | 98263 |
| MT003076 | PECO Energy | 04/18/2024 | Regular | 0.00 | 6,782.89 | 98264 |
| MT003077 | PECO Energy | 04/18/2024 | Regular | 0.00 | 9,764.54 | 98265 |
| MT003136 | Petty Cash | 04/18/2024 | Regular | 0.00 | 204.64 | 98266 |
| MT003151 | Phillips and Donovan Architects LLC | 04/18/2024 | Regular | 0.00 | 7,355.77 | 98267 |
| MT003171 | POLICE CHIEFS ASSOCIATION OF | 04/18/2024 | Regular | 0.00 | 200.00 | 98268 |
| MT003227 | Rachel Brick | 04/18/2024 | Regular | 0.00 | 50.00 | 98269 |
| MT003230 | Rachel Gibson | 04/18/2024 | Regular | 0.00 | 200.00 | 98270 |
| MT003269 | Ready Refresh | 04/18/2024 | Regular | 0.00 | 331.45 | 98271 |
| MT003315 | Richard Allegretti | 04/18/2024 | Regular | 0.00 | 864.00 | 98272 |
| MT003334 | Richter Drafting and Office Supply Co. Inc | 04/18/2024 | Regular | 0.00 | 79.76 | 98273 |
| MT003365 | Robert H. Grunmeier II | 04/18/2024 | Regular | 0.00 | 150.00 | 98274 |
| MT003444 | Ryan W. Irvin | 04/18/2024 | Regular | 0.00 | 150.00 | 98275 |
| MT004298 | Sachin Parkh | 04/18/2024 | Regular | 0.00 | 1,920.00 | 98276 |
| MT003458 | SafetyKleen Systems, Inc. | 04/18/2024 | Regular | 0.00 | 485.78 | 98277 |
| MT003498 | Scantek | 04/18/2024 | Regular | 0.00 | 17,177.00 | 98278 |
| MT003499 | Scatton's Heating and Cooling, Inc. | 04/18/2024 | Regular | 0.00 | 661.28 | 98279 |
| MT003574 | Shoen Safety and Training | 04/18/2024 | Regular | 0.00 | 765.00 | 98280 |
| MT003604 | Solar City Corp | 04/18/2024 | Regular | 0.00 | 194.50 | 98281 |
| MT003613 | Sosmetal Products Inc. | 04/18/2024 | Regular | 0.00 | 63.52 | 98282 |
| MT003655 | Standard Insurance Company | 04/18/2024 | Regular | 0.00 | 8,998.20 | 98283 |
| MT004297 | Stefen Peters | 04/18/2024 | Regular | 0.00 | 260.00 | 98284 |
| MT004301 | Susan Friedland | 04/18/2024 | Regular | 0.00 | 60.00 | 98285 |
| MT003760 | Suzanne Kearney | 04/18/2024 | Regular | 0.00 | 520.00 | 98286 |
| MT003790 | TD Card Services | 04/18/2024 | Regular | 0.00 | 7,181.81 | 98287 |
| MT003796 | Tees With a Purpose | 04/18/2024 | Regular | 0.00 | 650.00 | 98288 |
| MT003830 | The Fence Guys | 04/18/2024 | Regular | 0.00 | 1,256.39 | 98289 |
| MT004270 | The FruitGuys LLC | 04/18/2024 | Regular | 0.00 | 260.00 | 98290 |
| MT003849 | The Protection Bureau | 04/18/2024 | Regular | 0.00 | 4,430.52 | 98291 |

My Check Report

Date Range: 04/09/2024 - 04/25/2024

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|-------------------------------|--------------|--------------|-----------------|----------------|------------|
| MT003880 | Thomson Reuters | 04/18/2024 | Regular | 0.00 | 317.67 | 98292 |
| MT003949 | Trans Union LLC | 04/18/2024 | Regular | 0.00 | 90.00 | 98293 |
| MT003964 | Triad Truck Equipment | 04/18/2024 | Regular | 0.00 | 1,048.00 | 98294 |
| MT003982 | Tyler Technologies, Inc | 04/18/2024 | Regular | 0.00 | 4,160.00 | 98295 |
| MT003982 | Tyler Technologies, Inc | 04/18/2024 | Regular | 0.00 | 5,000.00 | 98296 |
| MT004006 | Unwined and Paint | 04/18/2024 | Regular | 0.00 | 60.00 | 98297 |
| MT004027 | USPCA Region 6 | 04/18/2024 | Regular | 0.00 | 120.00 | 98298 |
| MT004049 | Veritiv | 04/18/2024 | Regular | 0.00 | 7.95 | 98299 |
| MT004051 | Verizon | 04/18/2024 | Regular | 0.00 | 296.67 | 98300 |
| MT004080 | Vinay P. Setty | 04/18/2024 | Regular | 0.00 | 140.00 | 98301 |
| MT004173 | William E. Adams | 04/18/2024 | Regular | 0.00 | 100.00 | 98302 |
| MT004189 | William Tuttle | 04/18/2024 | Regular | 0.00 | 100.00 | 98303 |
| PAYR-PBA | Police Benevolent Association | 04/11/2024 | Bank Draft | 0.00 | 1,396.00 | DFT0000241 |
| PAYR-POL PEN | U.S. Bank | 04/11/2024 | Bank Draft | 0.00 | 9,399.48 | DFT0000242 |
| PAYR-PA SCDU | PA SCDU | 04/11/2024 | Bank Draft | 0.00 | 530.77 | DFT0000243 |
| PAYR-401 | Empower Retirement | 04/11/2024 | Bank Draft | 0.00 | 18,803.05 | DFT0000244 |
| PAYR-457 | Empower Retirement | 04/11/2024 | Bank Draft | 0.00 | 19,714.25 | DFT0000245 |
| PAYR-PHILA | City of Philadelphia | 04/11/2024 | Bank Draft | 0.00 | 582.84 | DFT0000246 |
| PAYR-SITW | State of Pennsylvania | 04/11/2024 | Bank Draft | 0.00 | 11,635.31 | DFT0000247 |

Bank Code POOL AP Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|---------------|---------------|-------------|-------------------|
| Regular Checks | 190 | 127 | 0.00 | 181,041.63 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 7 | 7 | 0.00 | 62,061.70 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 197 | 134 | 0.00 | 243,103.33 |

All Bank Codes Check Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|---------------|---------------|-------------|-------------------|
| Regular Checks | 190 | 127 | 0.00 | 181,041.63 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 7 | 7 | 0.00 | 62,061.70 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 197 | 134 | 0.00 | 243,103.33 |

Fund Summary

| Fund | Name | Period | Amount |
|------|----------------------|--------|-------------------|
| 99 | Claim on Pooled Cash | 4/2024 | 243,103.33 |
| | | | 243,103.33 |

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #07

SUBJECT: Conditional Use Application C-24-001 – RE Plus Airport Square, LLC
MEETING DATE: April 25, 2024
BOARD LIAISON: Candyce Fluehr Chimera, Chairwoman
INITIATED BY: Marianne McConnell, Director of Planning & Zoning

BACKGROUND:

RE Plus Airport Square, LLC has submitted a Conditional Use application to construct a new Panera Bread restaurant with drive-through on a pad site within the Airport Square Shopping Center located at 801 Bethlehem Pike. The applicants propose a 4,300 square foot restaurant with 556 square foot outdoor patio area, drive-through, bypass lanes and associated parking and landscaping. The applicant is requesting Conditional Use approval for the proposed satellite use in accordance with Sections 230-91.1 and 230-156.2 of the Code of Montgomery Township.

Township staff and consultants have had the opportunity to review the details of the plan and the corresponding review letters are in your packet.

This application was presented and reviewed by the Planning Commission at their April 18, 2024 public meeting. The minutes from that meeting are included in your packet.

As this is a public hearing, the Township Solicitor will guide you through the hearing process and handle details on behalf of the Township.

MOTION/RESOLUTION:

Motion to permit the proposed restaurant satellite use on the property located at 801 Bethlehem Pike, with conditions, if required; or

Motion to deny the proposed restaurant satellite use on the property.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for vote.

MONTGOMERY TOWNSHIP LEGAL NOTICE

On Thursday, April 25, 2024, at 7:00 p.m. the Montgomery Township Board of Supervisors, during its regularly scheduled meeting, will conduct a public hearing to consider the Conditional Use Application of RE Plus Airport Square, LLC c/o The Wilder Companies, Ltd. ("Applicant") for the property located at 801 Bethlehem Pike, Montgomeryville, Montgomery Township, tax parcel number 46-00-00142-00-1, also known as "Airport Square", in the Township's S-Shopping Center District ("Property"). The Applicant seeks to construct a separate detached building having less than 7,500 square feet on the same site as a shopping center located on the Property ("Application"), which is permitted in the S-Shopping Center District when approved by conditional use pursuant to Section 230-91.1 of the Township Zoning Ordinance. At this time, the requested satellite use is proposed to be a Panera Bread restaurant. At the conclusion of the hearing, the Board will consider approval of the Application, unless it deems additional time is required for consideration and discussion, in which case it will hold a continued public hearing at another meeting at an announced date and time for that purpose.

The Application is on file at the Planning and Zoning Office at the Township Building and may be inspected by appointment. The public is invited to attend and will be given an opportunity to provide comments regarding the Application. Persons with disabilities, wishing to attend the public meeting and requiring auxiliary aid, service or other accommodations to participate, should contact the Montgomery Township Director of Administration & Human Resources at 215-393-6900.

CAROLYN MCCREARY
TOWNSHIP MANAGER

Application for Conditional Use



**Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605**

**Telephone: 215-393-6920
Fax: 215-855-1498
www.montgomerytwp.org**

Application for Conditional Use

Township of Montgomery, Montgomery County, Pennsylvania

Notice Of Appeal

Appellant: **Name:** RE Plus Airport Square, LLC c/o The Wilder Companies, Ltd.
Address: 800 Boylston Street, Suite 1300, Boston, MA 02199
Attn: Kelli Burke, Senior Vice President
Phone: (D) 617-896-4947 **Fax:** _____
 (C) 617-959-9588
E-Mail kburke@wilderco.com

Owner: **Name:** RE Plus Airport Square, LLC
Address: 800 Boylston Street, Suite 1300
Boston, MA 02199
Phone: (D) 617-896-4947 **Fax:** _____
 (C) 617-959-9588
E-Mail kburke@wilderco.com

Attorney: **Name:** James J. Garrity, Esq. and Kathleen M. Mannard, Esq.
Address: Wisler Pearlstine, LLP, Blue Bell Executive Campus, Suite 110
Blue Bell, PA 19422
Phone: 610-825-8400 **Fax:** 610-828-4887
E-Mail igarrity@wispearl.com kmannard@wispearl.com

Notice of Appeal
Page 2

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

1. Brief Description of Real Estate Affected:

Block and Unit Number Block 12 Unit 11

Location 801 Bethlehem Pike, Montgomeryville, PA 19454

Lot Size 38.361 acres

Present Use The Airport Square Shopping Center

Present Zoning Classification "S" Shopping District

Present Improvements Upon Land Restaurant and retail uses (including 6 satellite uses), parking, driving lanes, landscape islands

Deed Recorded at Norristown in Deed Book 6301 Page 00456

2. Specific reference to section of the Zoning Ordinance upon which application is based.

Section 230-91.1 (Satellite uses in Shopping District) and Section 230-156.2 (Procedures and standards for conditional use approvals)

3.

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

See attached addendum incorporated 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 attached addendum incorporated hereto.

801 Bethlehem Pike, 4,856 sq. ft. of ±38.361 acres
Zoned “S” – Shopping District

ADDENDUM

RE Plus Airport Square, LLC c/o The Wilder Companies, Ltd. is the owner of 801 Bethlehem Pike in Montgomery Township, Montgomery County Parcel ID No. 46-00-00142-00-1, more commonly known as “Airport Square” (the “Property”) and the applicant (the “Applicant”) of this conditional use application.

The Applicant proposes a Panera Bread restaurant as a satellite use, and consistent therewith, respectfully submits this conditional use application, pursuant to Sections 230-91.1 and 230-156.2 of the Montgomery Township Zoning Ordinance (“Zoning Ordinance”). As the Board is aware, the Property is located in the “S” Shopping District and consists of approximately 38.361 acres of land which are improved with retail shopping center buildings, restaurants, sidewalks, a paved parking area with internal circulation and related improvements. The Applicant is proposing to upgrade the Property with a 4,300 square foot satellite pad site for use as a Panera Bread restaurant, with a drive-thru, a 556 square foot outdoor patio, concrete sidewalks and crosswalks, and related improvements (the “Proposed Use”). The Proposed Use is located along the frontage of Bethlehem Pike. The Applicant is requesting conditional use approval for the Proposed Use as a satellite use in a shopping district.

The Applicant believes that the proposed development of the Property with the satellite pad site 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 “S” Shopping District.

With inclusion of the Proposed Use, the Property will still comply with the area, height, building area, lot width and depth and yard regulations set forth in Sections 230-86 to 230-88 of the Zoning Ordinance for a shopping center. At 38.361 acres, the Property far exceeds the minimum lot area of five acres. The Property’s lot width at the building line also exceeds the minimum required 300 feet, at 394.93 feet.¹ The yard setbacks all extend beyond the minimum fifty (50) feet, except for the rear yard setbacks which are pre-existing nonconformities. With the Proposed Use, the Property’s building area ratio will be 17.68%, where up to 18.29% (7.015 acres) was previously approved by variance granted in Appeal No. 11100001, dated April 19, 2012 (opinion and order attached hereto). The impervious coverage for the Property will remain under the permitted maximum of 82.09% for the Property. Furthermore, the Property will still comply with the green area requirements for a lot in the shopping district.

The Proposed Use also satisfies the specific criteria for satellite uses in Section 230-91.1. With the Proposed Use, the satellite uses on the Property will be 7.86% of the maximum allowable building coverage (calculation attached hereto), where no more than 10% shall be devoted to satellite uses.² The Proposed Use will meet the parking and circulation requirements

¹ The February 26, 2024 Conditional Use Plan incorrectly states a “Maximum Lot Width” of 300 feet, in reference to *Zoning Ordinance*, §230-88.A, where it should state “Minimum Lot Width”.

² The Pour House’s proposed 1,405 square foot patio expansion, together with the Pour House’s existing 6,836 square foot brick building, will exceed the maximum 7,500 square feet for a satellite use in a shopping center, thus eliminating the Pour House as satellite use and from the calculations of building coverage for satellite uses at the Property. See *Zoning Ordinance*, §230-91.1.

with an internal access drive and landscaped planting islands allowing proper traffic flow. To the extent that such requirements apply, and subject to any existing variances, special exceptions and pre-existing nonconformities, the Proposed Use will comply with the special requirements contained in Articles XIX (Off-Street Parking and Loading) and XXI (Miscellaneous Provisions) of the Zoning Ordinance, including the requirements related to required off-street parking, corner vision obstructions, designated parking for restaurants and any other applicable provisions. In particular, five (5) parking spaces will be eliminated from the Property with the Proposed Use, but the future number of parking spaces shall still far exceed the 1,601 required parking spaces for the Property, at a total of 1,752 parking spaces. Furthermore, signing and pavement markings will be provided to indicate paths of pedestrian traffic from the Proposed Use to parking.

Additionally, the Proposed Use will not be contrary to the public health, safety and welfare, as required by Section 230-156.2.(C). Specifically, the Proposed Use will not be detrimental to the appropriate use of adjacent properties and is suitable for the character of the area. The corner of the Property upon which the satellite pad site is proposed abuts another satellite use, a Chipotle Mexican Grill restaurant use, and the other uses in the area surrounding the Property are entirely commercial and retail in nature. As the Property is currently improved with retail and restaurant uses, the Proposed Use is proposed to be located in an area already designed for the impact of the Proposed Use where it will not infringe on any dissimilar uses. Furthermore, as required, the ingress, and egress of traffic from the satellite pad site will be completely internal to the Property, and there will be no direct access to the abutting public streets. Therefore, the Proposed Use will not cause undue congestion or danger to pedestrian or vehicular traffic on Bethlehem Pike, or endanger the safety of any persons or property as a result of such internal circulation. The Proposed Use will also not overcrowd the land, create an undue concentration of population, be contrary to the Montgomery Township Comprehensive Plan or Zoning Ordinance. Nor will it 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 fact, the use will provide real estate taxes for the school district while completely complying with the zoning ordinance and not requiring any services from the school district. 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 230-91.1 and 230-156.2.

Montgomery Township
Planning Commission
April 18, 2024

At the Montgomery Township Planning Commission meeting, held April 18, 2024 at 7:00 p.m. the commission recommended that the Board of Supervisors approved the following applications, subject to township staff and consultant recommendations:

1. RE Plus Airport Square, LLC/Panera Bread Conditional Use Application C-24-001
2. Chick-Fil-A Drive-Through Redevelopment Land Development LD-23-010
3. Quick Lube of Caroline – Take 5 Oil Change LD-24-001



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

March 28, 2024

File No. 23-11015.02

Marianne McConnell, Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

Reference: Conditional Use Review – C-24-001
Panera Bread at Airport Square Shopping Center
Tax Map Parcel Number: 46-00-00142-00-1; Block 12, Unit 11

Dear Marianne:

As requested, Gilmore & Associates, Inc. has reviewed the information listed below with regard to the sketch plan submission referenced above.

- A. Application for Conditional Use including Conditional Use Plans prepared for Panera - R.E. Plus Airport Square, LLC C/O The Wilder Companies, LTD., prepared by Bohler Engineering, dated October 13, 2021, last revised February 26, 2024, and consisting of 2 sheets.

The site is within the S – Shopping Center Zoning District, Airport Square Shopping Center, and is bounded by Bethlehem Pike (S.R. 309), Upper State Road, General Hancock Boulevard, Airport Square Road and North Wales Road. The overall project area consists of an existing 38-acre Airport Square Shopping Center parcel with 10 existing buildings which contain various retail, restaurant and service uses with associated parking and site improvements which are permitted uses in this zone. The site is served by public sewer and water facilities.

Our review includes general consistency with the Township Comprehensive Plan, Township Zoning Ordinance (Chapter 230), and the Township Land Subdivision Ordinance (Chpt. 205). This review is limited in nature and based on the sketch plan provided. A detailed review of the development plan has been provided as part of land development application process.

PLANNING REVIEW

1. Use

- a. As per ZO Table 230-A, the proposed restaurant with drive-thru use is permitted within the S Shopping Center Zoning District. However, as per ZO Section 230-91.1, uses located in separate detached building(s) having less than 7,500 square feet but on the same site as a shopping center are required to obtain conditional use approval. The applicant has submitted a conditional use application and will appear before the Board of Supervisors at a public hearing.

2. Existing Conditions and Surrounding Land Uses

- a. The site is part of the existing Airport Square Shopping Center. The site is surrounded by commercial/retail uses.
- b. The site is located in the S Shopping Center District and has frontage along Bethlehem Pike.

3. Consistency with the Comprehensive Plan

As per the 2022 Comprehensive Plan Update, the property is identified as commercial. The Future Land Use Plan identifies the property as commercial. The proposed development is generally consistent with the Montgomery Township Comprehensive Plan.

65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

4. Traffic and Pedestrian Circulation Patterns

- a. The property has several access drives from Bethlehem Pike, one access drive from Upper State Road, and two access drives from General Hancock Boulevard. No new access drives are proposed as part of this development.
- b. No pedestrian sidewalks or walkways currently exist on the property. The plans propose pedestrian walkways from the adjacent parking areas to the building, as well as a pedestrian walkway along a portion of the site's frontage along Bethlehem Pike. Additionally, several striped crosswalks are proposed from the parking areas to the building. We recommend the applicant provide the pedestrian walkway along the entire frontage of the site.
- c. The Montgomery Mall Pedestrian Study Site Analysis Plan recommends some long-term improvements to the project site area including a pedestrian ramp and crosswalks along the frontage of Bethlehem Pike (refer to attached Site Analysis Plan). The applicant should discuss these proposed improvements with the Township.

5. Conditional Use Requirements

As per ZO Section 230-156.2, in order to obtain Conditional Use approval, the applicant shall demonstrate the following at the Conditional Use Hearing:

- a. The proposed use is permitted by conditional use, and it will conform to the applicable regulations of the district in which it is located or any district regulations which may relate to or apply to the use, including but not limited to setbacks, building coverage, open space and buffering.
- b. The proposed use will conform to the regulations applicable according to use and/or district, including but not limited to regulations contained in Article XVIII, Signs, Article XIX, Off-Street Parking and Loading, Article XX, Nonconforming Uses and Article XXI, Miscellaneous Provisions.
- c. Points of vehicular access to the lot are provided at a distance from the intersections and other points of access and in number sufficient to prevent undue traffic hazards and obstruction to the movement of traffic.
- d. The location of the site with respect to the existing public roads giving access to it is such that the safe capacity of the public roads is not exceeded by the estimated traffic attracted or generated by the proposed use, and the traffic generated or attracted is not out of character with the normal traffic using said public roads.
- e. A determination that the proposed use will not have an unwarranted impact on traffic in the area, either creating significant additional congestion in an area of existing congestion or posing a threat of significant additional congestion where there is a high probability of future congestion. In addition, the Board shall consider whether the proposed use will create any traffic hazard dangerous to the public safety.
- f. Screening of the proposed use from adjacent uses is sufficient to prevent the deleterious impact of the uses upon each other, considering the type, dimension and character of the screening.
- g. The proposed use does not adversely affect or contradict Montgomery Township's Comprehensive Plan.
- h. The proposed use meets the purpose described in Article I of this chapter.
- i. The proposed use is suitable for the character of the neighborhood and the uses of the surrounding properties.
- j. The proposed use will not impair an adequate supply of light and air to adjacent property.
- k. The proposed use will not adversely affect the public health, safety or general welfare.
- l. The proposed use will not adversely affect transportation or unduly burden water, sewer, school, park or other public facilities.
- m. The proposed use shall not overcrowd land or create undue concentration of population or undue intensity of use.

LANDSCAPE REVIEW

Zoning Ordinance (Chapter 230)

6. ZO §230-156.2.C(1) requires that uses permitted by conditional use conform to the applicable regulations of the district in which it is located or any district regulations which may relate to or apply to the use, including buffering. We note the following:
 - a. SLDO §205-25.C(2) requires that a minimum of 25% of the area between the curblines of the storefront driveway and the principal building shall be landscaped with ornamental plant materials, including flowering and evergreen trees and shrubs. Per the calculations provided in the landscape compliance chart shown on the Landscape Plan submitted as part of the Land Development Application, 14.8% of this area is proposed to be landscaped. A partial waiver has been requested from this requirement.
 - b. SLDO §205-52.D(3)(a) permits a maximum of 10 parking spaces in a row without a landscape island of 15' in width. In the plans submitted as part of the Land Development Application, in one location 11 spaces in a row are proposed, along Bethlehem Pike 14 spaces in a row are proposed, and in another location 13 are proposed. A waiver has been requested from this requirement.
 - c. SLDO §205-52.D(3)(e) requires that islands and perimeter areas surrounding parking lots shall be landscaped with a mix of shade trees, ornamental trees and shrubs. §205-52.D(3)(h) requires that shrubs or shrub groupings should be provided within islands and along parking perimeter areas with the intent of softening, beautifying, and visually breaking up the parking areas. In the Landscape Plan submitted as part of the Land Development Application, several smaller islands are proposed to be planted in lawn only. In addition, only shade trees are proposed between the parking lot and the primary entrance drive. A large island is proposed to be planted in lawn and shade trees only. A waiver has been requested from this requirement.
 - d. SLDO §205-52.D(3)(f) requires that shade trees should be the primary planting type within parking areas with a goal of providing some degree of shade to every space in the parking area within five years of planting. The proposed Landscape Plan submitted as part of the Land Development Application will not meet this requirement. A waiver has been requested from this requirement.
7. ZO §230-156.C(6) requires that screening of the proposed use from adjacent uses is sufficient to prevent the deleterious impact of the uses upon each other, considering the type, dimension and character of the screening. We note the following:
 - a. SLDO §205-25.C(3) requires the provision of a softening buffer along all road frontages, primary entrance driveways and boundaries of each retail center. In the Landscape Plan submitted as part of the Land Development Application, the required softening buffer has been provided along Bethlehem Pike. However, a softening buffer is also required along the adjacent entry drive. A waiver has been requested from this requirement.
 - b. SLDO §205-52.B(4)(e) requires that softening buffer landscaping shall be planted in such a way to create a 50% visual screen within five years of planting. In the Landscape Plan submitted as part of the Land Development Application, two (2) existing trees at either end of the pad site are proposed to be used to meet the softening buffer requirement. The only other plants proposed to be used in this buffer area are shrubs. This arrangement does not meet the intent of the softening buffer requirement. A waiver has been requested from this requirement.

TRAFFIC REVIEW

Zoning Ordinance (Chapter 230)

8. §230-156.2.C(2) – A loading space is required per §230-136.
9. §230-156.2.C(5) – We recommend the proposed sidewalk be extended from the jughandle down to the right-in and right-out access along Bethlehem Pike given the location of the outparcel. In addition, the sidewalk should be extended to the driveway access adjacent to the site as noted in the Montgomery Mall Pedestrian Study Site Analysis.

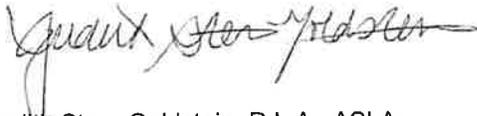
ENGINEERING REVIEW

General

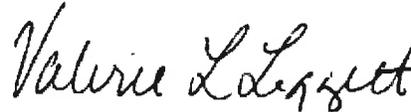
10. The Applicant would be responsible for all approvals, permits, declarations of restrictions and covenants, etc. (e.g. PADEP, PennDOT, MCPC, Montgomery County Conservation District, Sewer Authority, Water Authority, Fire Marshal, etc.) associated with the proposed project.

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

Sincerely,



Judith Stern Goldstein, R.L.A., ASLA
Senior Project Manager
Gilmore & Associates, Inc.



Valerie L. Liggett, R.L.A., ASLA, ISA Certified Arborist
Senior Landscape Architect
Gilmore & Associates, Inc.



Damon A. Drummond, P.E., PTOE
Senior Transportation Engineer
Gilmore & Associates, Inc.



James P. Dougherty, P.E.
Senior Project Manager
Gilmore & Associates, Inc.

JSG/VLL/DAD/JPD/sl

Enc: As noted

cc: Carolyn McCreary, Manager – Montgomery Township
Mary Gambino, Project Coordinator – Montgomery Township
Bill Wiegman, Director of Fire Services - Montgomery Township
John Walko, Esq., Solicitor – Kilkenny Law
Kelli Burke, Senior Vice President, RE Plus Airport Square, LLC - Applicant
James Garrity, Esq., Wisler Pearlstine, LLP
Kathleen Mannard, Esq., Wisler Pearlstine, LLP

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

JAMILA H. WINDER, CHAIR
NEIL K. MAKHIJA, VICE CHAIR
THOMAS DIBELLO, COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO Box 311
NORRISTOWN, PA 19404-0311
610-278-3722
FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTGOMERYCOUNTYPA.GOV

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

March 18, 2024

Ms. Marianne McConnell, Director of Planning & Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, Pennsylvania 18936-9605

Re: MCPC #23-0212-002

Plan Name: Panera Bread with Drive-thru at Airport Square Shopping Center – Conditional Use
(1 lot, approximately 38.36 acres)

Situate: Airport Square Shopping Center, near Bethlehem Pike & North Wales Road
Montgomery Township

Dear Ms. McConnell:

We have reviewed the above-referenced conditional use application as you requested on March 1, 2024. We forward this letter as a report of our review.

BACKGROUND

RE Plus Airport Square, LLC has submitted a conditional use application to install a Panera Bread restaurant with drive-through on a new pad site in the Airport Square Shopping Center, in the parking lot of the existing T.J. Maxx and Homesense stores. The restaurant building would cover 4,300 square feet with a 556 square foot patio and offer 112 dining seats, with drive-through and bypass lanes proposed running counter-clockwise around the building. Some additional landscaping is proposed which will reduce the total impervious coverage on the shopping center site. Parking for the shopping center will still be in excess of zoning requirements, even with the spaces removed for the pad site. The property is located in the S Shopping Center zoning district. A previous letter dated November 30, 2023 was issued for this proposal, covering the land development application portion; this current application is requesting conditional use approval for a satellite pad development as a restaurant in accordance with Section 230-91.1 and Section 230-156.2 of the township's Zoning Code. The applicant has provided justification for how the proposal meets the various conditional use requirements, including lot area, setbacks, building area ratio, and impervious coverage. Only minor revisions to the plan are noted as part of this application, including a refinement of the restaurant building area and the addition of another marked crosswalk and associated sidewalk across the parking lot at the southwestern corner of the building.



COMPREHENSIVE PLAN COMPLIANCE

Comments are reprinted from the previous letter.

Montgomery County's 2015 Comprehensive Plan, *Montco 2040: A Shared Vision*, identifies this development as part of the "Regional Mixed Use Center" covering the Route 309 corridor north of Route 202 around the Montgomery Mall. The plan also encourages development and transformative investment where infrastructure already exists. We believe that the application is compliant with *Montco 2040*.

Montgomery Township's 2022 Comprehensive Plan's Future Land Use map has this site located in the Commercial area. The plan includes strategies for the township including "encourage appropriate economic development on undeveloped parcels" and "identify areas suitable for redevelopment and/or infill development". Additionally, adaptive reuse of underutilized properties is promoted as an opportunity to revitalize the site and the community. We believe that this proposal is generally compatible with the 2022 Comprehensive Plan.

RECOMMENDATION/CONCLUSION

The Montgomery County Planning Commission (MCPC) supports the applicant's conditional use application, and would reiterate the comment made during the land development application review regarding adding pedestrian connections from the satellite pad site to the main commercial shopping building on the property.

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

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files. Please print the assigned MCPC number (#23-0212-002) on any plans submitted for final recording.

Sincerely,



Matthew Popek, AICP
Transportation Planning Assistant Manager
Matthew.Popek@montgomerycountypa.gov - 610-278-3730

c: Kelli Burke, RE Plus Airport Square, LLC, Applicant
James J. Garrity, Wisler Pearlstine, Applicant's Representative
Carolyn McCreary, Twp. Manager
Jim Rall, Chrm., Twp. Planning Commission

Attachments: (1) Site Plan
(2) Aerial

Aerial – Airport Square Shopping Center, Montgomery Township

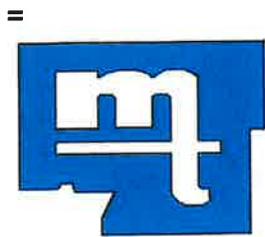


Panera Bread with Drive-thru
at Airport Square Shopping Center
MCPC#230212002

Montgomery
County
Planning
Commission
Montgomery County Courthouse - Planning Commission
PO Box 311 Norristown PA 19304-0311
(p) 610 278-3722 (f) 610 278-3941
www.montcopa.org/plancom
Aerial photography provided by Nearmap

0 200 400 800 Feet





MONTGOMERY TOWNSHIP
DEPARTMENT OF FIRE SERVICES
1001 STUMP ROAD
MONTGOMERYVILLE, PA 1 18936-9605
Telephone: 215-393-6935 • Fax: 215-699-1560
email: wiegman@montgomerytp.org
www.montgomerytp.org

William Wiegman
DIRECTOR OF FIRE SERVICES
FIRE MARSHAL
EMERGENCY MANAGEMENT
COORDINATOR

FIRE MARSHALS OFFICE:
215-393-6936

March 4, 2024

Marianne J. McConnell
Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Re: Penner Bread with Drive-thru at Airport Square Shopping Center
801 Bethlehem Pike CONDITIONAL USE APPLICATION C-83

Dear Marianne:

Thank you for allowing the Fire Marshal's Office to comment on the proposed land development plans of the: Penner Bread with Drive-thru at Airport Square Shopping Center.

Using the 2018 edition of the International Fire Code for guidance, the Fire Marshal's Office offers the following comments:

1. **503.2.3 Surface.** Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all weather driving capabilities.
Comment: There is a underground retention basin proposed. Upon approval of our township engineer.
2. **503.2.4 Turning radius.** The required turning radius of a fire apparatus access road shall be determined by the *fire code official*. **Comment: Shall provide truck turning template of MTFD ladder truck maneuvering around building. Truck template provided in revised plans dated 1-20-24 however See next line item.**
3. **503.2.2 Authority.** The *fire code official* shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction. **Comment: Shall provide a minimum of 26 feet around building for emergency access.**
4. **503.3 Marking.** Where required by the *fire code official*, *approved* signs or other *approved* notices or markings that include the words NO PARKING – FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. "NO PARKING FIRE LANE" signage SHALL be provided at all fire lanes at intervals of not more than 50 ft. or as otherwise directed by the Fire Marshal's Office.
 - Fire apparatus roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as

a *fire lane*.

- Fire apparatus access roads more than 26 feet wide (7925 mm) to 32 feet wide (9754 mm) shall be posted on one side of the road as a *fire lane*.

Comment: This section has been addressed as of dated plan 1-20-24

5. **505.1 Address identification.** New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 05. Inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure.

Comment: This section has been addressed as of dated plan 1-20-24

6. **507.1 Required water supply.** An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. **Comment: The Fire Marshal's office is requesting a fire hydrant installed at the location provided with attachment provided.**

Comment: This section has been addressed as of dated plan 1-20-24

GENERAL COMMENTS

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

Comment: This section has been addressed as of dated plan 1-20-24

8. All buildings of Truss Construction SHALL comply with the Montgomery Township Truss Ordinance #04-188. Truss emblems can be obtained through the Fire Marshal's Office or Code Enforcement Office. The Fire Marshal's Office SHALL be contacted in regards to placement of truss placard.

Comment: This section has been addressed as of dated plan 1-20-24

9. Fire Department key boxes (Knox Box) SHALL be provided on buildings at an approved location. Knox Box forms are available through the Fire Marshals or Code Enforcement Office. **Comment: This section has been addressed as of dated plan 1-20-24**

The Fire Marshal's Office recommends that the proposed plans need to be revised and reviewed by the Fire Marshal prior to the development being approved.

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

Sincerely,



John Scheiter

Assistant Chief / Deputy Fire Marshal



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: Marianne J. McConnell
Director of Planning and Zoning

From: J. Scott Bendig
Chief of Police

Date: March 22, 2024

Re: C-83
801 Bethlehem Pike

A review of the above-referenced conditional use application was conducted on this date. Concerns exist that the main entrance/exit from the establishment (across from Homesense) will create conflict and congestion since it is in close proximity to a four-way internal intersection.

Thank you for the opportunity to review this subdivision/land development. Please contact me if you have any issues_or concerns.



MONTGOMERY TOWNSHIP
DEPARTMENT OF PLANNING AND ZONING

1001 STUMP ROAD, MONTGOMERYVILLE, PA 18936-9605

Telephone: 215-393-6920 · Fax: 215-855-1498

www.montgomerytwp.org

DATE: April 1, 2024

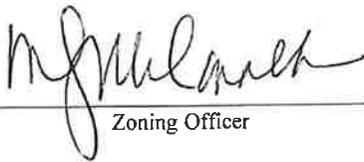
APPLICANT: RE Plus Airport Square, LLC c/o The Wilder Companies, LTD

PROJECT NAME: Panera Bread with Drive-Thru / 801 Bethlehem Pike – proposed 4,300 sq ft restaurant with drive-through and 556 sq ft outdoor patio

TWP PROJECT #: C-24-001 Conditional Use Application

The Township Planning & Zoning Department has conducted a preliminary review of the proposed project noted above and provide the following comments:

1. Section 230.86A Permitted Uses. Table 230-A – A restaurant with outdoor counter, drive-through, curb service is a permitted use by right within the S-Shopping Center District.
2. Section 230-156.4A Special Regulations for Restaurant. Outdoor customer dining area. – (Outdoor dining area shall be permitted as an accessory use in the C,S,RS, and ECPOD Overlay Districts.
3. Section 230-91.1 Satellite Uses. Uses located in a separate detached building (s) having less than 7,500 square feet but on the same site as a shopping center may be permitted upon authorization of Conditional Use subject to 230-91.A,B,&C.
4. Must comply with regulations set forth in Section 230-156.2, Conditional Use Requirements
5. Must comply with regulations set forth in Section 230-156.4 Outdoor Dining.
6. Must demonstrate compliance with regulations set forth in Sections 230-87 and 230-91.1 Satellite Uses of the Code of Montgomery Township.
7. The proposed future patio expansion (1,405 sq ft – 72 seats) for the existing Pour House that is noted on the plan is not part of this application or review.



Zoning Officer

4/1/24
Date

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item # 10

SUBJECT: Request for Waiver of Fees – Mary, Mother of the Redeemer Church
MEETING DATE: April 25, 2024
BOARD LIAISON:
INITIATED BY: Marianne McConnell, Director Planning & Zoning

BACKGROUND:

The Township received a letter dated March 22, 2024 from Armando Moral, MMR Summer Festival Chairman, requesting the Township consider waiving the fees for the associated permits for their annual Summer Festival to be held June 18th- June 22nd, 2024.

The Board has waived permit fees in the past for this event. The fees are calculated to be \$149.50 for the special event and electric permit.

MOTION/RESOLUTION:

MOTION to waive the fees associated with the permits for the Mary, Mother of the Redeemer of the Church annual summer festival.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for the vote.



Mary, Mother of the Redeemer
— CATHOLIC CHURCH —

March 22, 2024

Montgomery Township Board of Supervisors
Candyce Fluehr Chimera, Chairwoman
1001 Stump Road
Montgomeryville, PA 18936-9605

RECEIVED

MAR 22 2024

MONTGOMERY TOWNSHIP

Dear Chairwoman:

Mary, Mother of the Redeemer Parish is planning to hold its 29th Annual Summer Festival from June 18th through June 22nd. Permit applications are being filed with the Department of Planning and Zoning for:

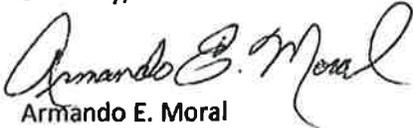
- Temporary Sign/Special Event on our property along Upper State Road, and
- Construction Work Application for General Electrical Work.

The purpose of this letter is to request waiver of the fees associated with these permit applications. Please forward approval of the fee waiver by the Board of Supervisors to the Department of Planning and Zoning for their processing of these permits in a timely manner.

Along with this permit application process, we would like this letter to serve as event notifications for the Chief of Police, J. Scott Bendig, and the Fire Chief, Bill Wiegman.

As always, we appreciate your kind support for this popular event for our Parish and the Community at large.

Sincerely,



Armando E. Moral

MMR Summer Festival Chairman



CC: Chief of Police, J. Scott Bendig; Fire Chief, Bill Wiegman

1325 Upper State Road · North Wales, PA 19454-1007 · P: 215-362-7400 · F: 215-362-4127 · www.mmredeemer.org

Mary, Mother of the Redeemer, help us share in the work of redemption.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

Item # 11

SUBJECT: Review of Zoning Hearing Board Applications
MEETING DATE: April 25, 2024
BOARD LIAISON: Candyce Fluehr Chimera, Chair
INITIATED BY: Marianne McConnell, Zoning Officer

BACKGROUND:

Included in your packet is a summary of the application(s) before the Zoning Hearing Board at their May 1, 2024 meeting.

Potential Action of the Board:

The Board may remain neutral on the applications and let the Zoning Hearing Board render a decision based on the testimony presented.

The Board may send the Solicitor's office to oppose an application. This action would require a motion, second, and vote of the Board.



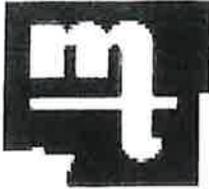
Montgomery Township Zoning Hearing Board

Meeting Date: May 1, 2024 - 6:30 pm

The agenda for the scheduled hearing is as follows:

1. **Application #24040001 – The Venue at Montgomery, Inc / 230 Montgomery Mall (804 Bethlehem Pike)** - The applicants were previously granted a use variance to allow their proposed indoor recreation/amusement venue space. The applicant requests an expansion of the use variance granted pursuant to Section 230-94A of the Code of Montgomery Township to permit bartender dispensed client supplied alcoholic beverages.

****Copies of the Application(s) and accompanying documents are on file in the Township's Planning and Zoning Department and may be seen upon request****



RECEIVED

MONTGOMERY TOWNSHIP PLANNING AND ZONING
1001 Stump Road, Montgomeryville, PA 18936-9605
APR 05 2024 Telephone: 215-393-6920 - Fax: 215-855-1498
www.montgomerytwp.org

MONTGOMERY TOWNSHIP

ORIGINAL

Office Use Only: Hearing Date: May 1, 2024 Time: 6:30 Place on agenda: 1st

Application # 24040001 Fee \$ 1200. check # 617801692

ZONING HEARING BOARD APPLICATION

Appeal is hereby made by the undersigned for the following action(s):

Check Applicable Item(s):

- Variance from the terms of the Zoning Ordinance
- Special Exception
- Appeal from the Determination of the Zoning Officer
- Substantive Validity Challenge

Appellant: Name: The Venue at Montgomery Inc.

Address: 20 Vine Street, P.O. Box 747, Lansdale, PA 19446

Phone: 267-446-0492

Owner: Name: Montgomery Mall Realty Holding LLC

c/o Kohan Retail Investment Group LLC

Address: 1010 Northern Blvd., Suite 212, Great Neck, NY 11021

Phone: 646-824-8924

Attorney: Name: Max L. Lieberman, Esquire

Address: 591 Skippack Pike, Suite 400, Blue Bell. PA 19422-2160

Phone: 610-397-1820

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

SUPPLEMENT TO ZONING HEARING BOARD APPLICATION

Applicant: The Venue at Montgomery Inc.

Supplemental Response to No. 5:

Action desired by appellant (statement of relief sought):

Expansion of use variance granted May 19, 2023, related to indoor recreation and entertainment, to permit bartender dispensed client supplied alcoholic beverages.

Reasons appellant believes the Board should approve the desired action: (note the specific hardship if applying for a variance):

This is a de minimis variance from similar permitted uses such as cabaret, restaurant without carry-out, and taproom/tavern. Leased premises cannot be used profitably without the ability to serve alcoholic beverages provided by the client.

NOTE:

Attach twelve (12) copies of plan of real estate affected, indicating location and size of lot, size of improvements now erected and proposed to be erected thereon, or other change desired. Attach any other information required by the Zoning Hearing Board.

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

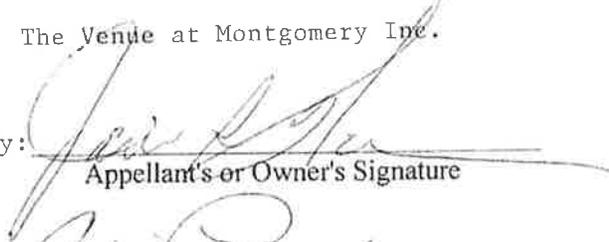
All applications MUST be received a minimum of 21 days prior to the Zoning Hearing Board meeting date, which is the first Wednesday of each month (unless changed).

***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.

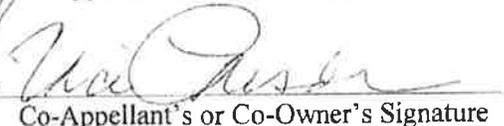
***I hereby acknowledge receipt of the January 3, 2012 Resolution of the Zoning Hearing Board regarding the unauthorized practice of law.

The Venue at Montgomery Inc.

By:

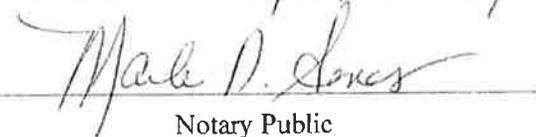

Appellant's or Owner's Signature

By:

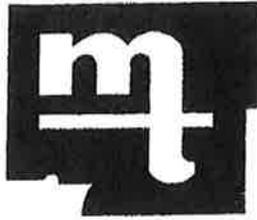

Co-Appellant's or Co-Owner's Signature

SWORN TO AND SUBSCRIBED BEFORE ME THIS

5th DAY OF April . 2034


Notary Public

Commonwealth of Pennsylvania - Notary Seal
Marla D. Sones, Notary Public
Montgomery County
My commission expires January 3, 2027
Commission number 1259791
Member, Pennsylvania Association of Notaries



**Express Waiver of All MPC Time-Requirements
for Timely Hearing/Decision before Zoning Hearing Board**

Hearing Date: _____

ZHB #: _____

Applicant Name: The Venue at Montgomery Inc

Address: 20 Vine Street, P.O. Box 747, Lansdale, PA 19446

City, State, Zip: _____

Contact Name: Max L. Lieberman, Esquire Phone: (610) 397-1820

Email: mliberman@LSLAW.com

Subject Property Address: 230 Montgomery Mall, North Wales, PA 19454

Due to the uncertainty of how the COVID-19 threat proceeds, please allow this form to serve as my time waiver request in the above-referenced matter.

In making this request I waive any and all rights to a timely hearing and/or decision under the Pennsylvania Municipalities Planning Code, until such time as this matter can be properly advertised and heard. Accordingly, please schedule the associated hearing of this matter to the next properly scheduled meeting, with proper notice to me of such scheduling.

The Venue at Montgomery Inc.

By: [Handwritten Signature]
Signature

By: _____
Signature

JANE T WALKER VP.
Printed Signature

Printed Signature

4/5/24
Date

Date

EXHIBIT LIST

1. Zoning Hearing Board Application and Attachments
2. Lease Agreement dated January 1, 2023
Addendum to Lease Agreement dated May 22, 2023
Addendum to Lease Agreement dated May 23, 2023,
3. The Venue At Montgomery Event Space Rental Agreement
4. The Venue At Montgomery Rental Alcoholic Beverage Policy
- 5.. Bartender Information
- 6.. Security Guard Company Contract

THE VENUE AT MONTGOMERY INC.
EVENT SPACE RENTAL AGREEMENT AND CONTRACT

Event date: _____

Set Up Time: _____ Event Start Time: _____ Event End Time: _____ Wrap Time: _____

Event Name: _____ Number of Attendees: _____

Renter: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact: _____ Company: _____

Primary Phone: _____ Secondary Phone: _____

Event address: _____
M, D, Y: _____

Wrap time refers to the agreement upon time the booking party must leave the event space returned to its original condition and ready to leave the space.

Rental rates will be highlighted and acknowledge in separate documents and may be calculated hourly, by half day, by whole day and/or a combination of the above.

A signed contract and date hold deposit in the amount of \$ _____ the costs associated with the event space rental must be received to reserve your date(s) and time(s).

The balance of your space rental fee is due thirty (30) days prior to your event.

Miscellaneous cost such as: Tables/Chairs, 360 Photo Booth, Video Wall, Up Lighting.

A copy of your Social Event Liability Insurance (see INSURANCE) section on page 2 is due no later than _____ days prior to your event. We can also work with The Venue at Montgomery to procure this policy at additional cost.

Any additional costs that arise will be due within two (2) days of your event.

Agreement should be made by The Venue at Montgomery, Inc.
A copy of the Event Booking Form is located on the last page of this contract.

No refunds of the space rental fee will be paid _____ days prior to an event, as your agreement to rent THE VENUE AT MONTGOMERY event space on this date may cause the loss of additional booking or business.

Acknowledged, Agreed and Authorized Primary Renter: _____ Date: _____
Acknowledged and Agreed by The Venue at Montgomery: _____ Date: _____

CONDITIONS AND RESPONSIBILITIES OF RENTER

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping THE VENUE AT MONTGOMERY INC. well maintained and safe location for future use

DEPOSIT/RENTAL FEES

A signed contract and date-hold _____ deposit of the costs associated with the event space rental must be received and reserved your date(s) and time(s). The balance of your space rental fee is due _____ days prior to your event. Miscellaneous costs are due prior to your event start date.

INSURANCE

Special Event Liability Insurance is required of all renters and is due no later than (10) days prior to your event. The insurance must at be the renter's sole expense, provide and maintain general liability insurance including but not limited to bodily injury and property damage liability, insuring The Venue at Montgomery employee, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of the renters use and occupancy of the premises, or any other occupant on the premises, including Appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limited liability of not less than \$1 million and general aggregate liability not less than \$2 million. The Venue at Montgomery Inc. shall be named as an additional insured of said policy.

If alcohol is served at the event your policy must include Liquor Liability coverage. This coverage should protect you, The Venue at Montgomery Inc. against alcohol related accidents, as you are ultimately liable for the safety of your guests. Any caterers and/or outside vendor, companies, and/or institution, must provide certificate of insurance, evidencing General Liability and Liquor Liability coverage, as well as a copy of their Cater License to The Venue at Montgomery Inc as stated, and will be delivered at least seven (7) days prior to the event.

LIABILITY

Renter agrees to indemnify, defend and hold The Venue at Montgomery Inc. its landlord, building owners, officers, employees and agents harmless of and from any liabilities, cost penalties, or expense arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, services, and dispensing of payment by renter, its employees and agents of alcoholic beverages at The Venue at Montgomery Inc.

in the event The Venue at Montgomery Inc. it landlord, building owners, officers, employee and/or agent, are required to file any action in court in order to enforce any provision of this agreement, renter agrees to pay The Venue at Montgomery it officers, landlord, building owner, employees and/or agents, all reasonable attorney fees, court fees, and cost of suite incurred by The Venue at Montgomery Inc. including all collection expenses and interest due.

CATERING STANDARDS

We recommend that all professional catering be done through our preferred caterers. Use of an caterers outside of our preferred caterers is possible.

Insurance: All caterers working at The Venue at Montgomery Inc. are required to have valid certification and insurance.

Kitchenette Policy - The Venue at Montgomery, inc. kitchenette space will be provided in a clean condition and this space should be returned to a clean condition immediately following your event. A final walk-through at the close of your event. Caterers must remove all trash, composting and recyclable.

Contact/Renter Initials: _____ Date: _____

CAPACITY

The Venue Room - 125

The Montgomery Room - 125

SITE DECORATION

The Venue at Montgomery Inc. wants to make every event here a special and welcome experience. Therefore, every effort will be made to allow renter to prepare decorations reflecting their creative requirements. No nails, screws, staples, or penetrating items are to be used on the walls or floors. Glitter or foil (non-paper) confetti is not allowed on site. Only low tack tape is allowed on our floors and walls. Any damage will be charged after your event. An additional cleaning fee of \$300.00 will be added if this violated and charged to the card on file or additional request source of paying if card is inactive.

CONDUCT

There is absolutely no drug use or smoking of any kind tolerated on premises or with 30 feet of the building including loitering or congregating in the mall area or outside on the walkway at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall always use the premises in a considerate manner. During underage events, such as graduation parties, underage individual does not have in and out privileges. Conduct deemed disorderly at the sole discretion of The Venue at Montgomery Inc. team member shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases, refunds of the event cost will not be available. During events using alcoholic beverage must not be taken outside the event. All legal consequences and ramifications are the sole responsibility of rental party and/or event space.

ALCHOLIC BEVERAGE

We require that all professional Bartending be done through our license preferred bartenders. This fee will be the responsibility of the Renter. We require that a professional Security Guard if alcohol will be served. This fee will be the responsibility of the Contact/Renter. There is a NO SHOT POLICY! The fees are listed on the Rental Fee Agreement. **THERE ARE NO EXCEPTIONS**

SMOKING/MARIJUANA/DRUGS

No Smoking, No Marijuana, No Drug, No Control Substance are never permitted at The Venue of Montgomery. If the staff member of The Venue of Montgomery SMEELL or SEE'S use of smoking, marijuana, drug use of other substance the renter will automatically LOOSE their security deposit of \$ _____ NO EXCEPTIONS

LIVE MUSIC/DJs/NOISE

The Venue at Montgomery Inc. encourages music and lots of dancing!! Please be aware that in the event the renter's event creates a disturbance due to high noise volume The Venue at Montgomery Inc. staff have full authority to ask the renter, DJ or live music to turn the entertainment down and/or off. If repeated disturbance is created, at The Venue at Montgomery Inc. discretion, renter may be expelled from the premises, or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event cost will be refunded to renter. The renter will also be solely responsible for any fines or fees associated with noise ordinances.

CANCELLATION

Date-Hold Deposit is non-refundable.

Contact/Renter Initials: _____ Date: _____

LOAD-IN/LOAD -OUT AND STORAGE

Limited storage is available upon request. Storage fees will be applied to any items left overnight or beyond normal load -in/load-out times. This also applies to items left post event for shipment out via courier. Note: It is not the responsibility of The Venue at Montgomery Inc. to ensure that pick-ups or deliveries are scheduled and executed.

CLEANING, TRASHING AND EQUIPMENT REMOVAL

The Venue at Montgomery Inc. will be in a clean condition prior to your event. Within a (1) hour following the event, you will be required to return the space to the same clean condition in which it was found. All rental equipment must be removed immediately following your event unless arrangement with The Venue at Montgomery Inc. have been made.

CITY, COUNTY, STATE, AND FEDERAL LAWS

Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This a drug free and non-smoking facility always, and there is **NO EXCEPTIONS** Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minor on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverage are consumed in a responsible manner. The Venue at Montgomery Inc. reserves the right in its exclusive discretion, to expel anyone who in its judgement, is intoxicated or under the influence of alcohol or drugs, or who shall, in any manner, do or participate in any act jeopardizing the rights, used permit, or insurability of The Venue at Montgomery Inc. or safety of its staff, guest, or building contents.

ENTRY AND EXIT

Renter agrees that The Venue at Montgomery Inc. staff may enter and exit premises during the event. A representative of The Venue at Montgomery Inc. staff will be available during your entire event and may be checking periodically with the responsible parties to insure everything is operating correctly. They will also be checking the restrooms the overall premises, replenishing hand towels, toilet paper and will be available for questions or to respond to needs or issues that may arise.

LOST AND FOUND

The Venue at Montgomery Inc. takes no responsibility for personal effects and possessions left on premises during or after any event. We do, however maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered items to its rightful owners.

PROMOTIONS AND COPYRIGHT

It is important to us that you have a fantastic and successful event. Should The Venue at Montgomery Inc. be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communication. Before using our name. We are happy to provide professional created images and graphics of our space for promotional materials. We hope you will refer others here and are happy to answer any questions you might have about the types of events we do, or you can have in our venue.

Renter initials _____ Date _____

EVENT SPACE FEE AGREEMENT

This Fee Agreement for the rental of The Venue at Montgomery Inc, is made this _____ by and between (The Venue at Montgomery Inc.) and _____, hereafter referred to as the RENTER.

Whereas the RENTER desire to temporarily rent, occupy, and make use of The Venue at Montgomery, Inc, located at 230 Montgomery Mall Suite 2068 North Wales, PA and known The Venue at Montgomery, Inc. and Whereas, the Venue at Montgomery agrees to such rental occupation, and use the consideration of certain payment and covenants herein enumerated:

Now therefor, the parties agree to the following terms and condition listed below and on the attached Agreement and Contract

The RENTER shall pay The Venue at Montgomery Inc, the sum of \$_____ Of this amount \$_____ is a **NON-REFUNDABLE** deposit due at the time of booking and will be applied to rental charges. The remainder \$_____ is due 14 days prior to the event, if full payment is not received within 14 days of the event, The Venue at Montgomery Inc, reserve the right to cancel your reservation and **NO REFUND WILL BE GIVEN.**

The RENTER agrees that all payments are **NON-REFUNDABLE** under any circumstances including cancellations by the RENTER. THE VENUE AT MONGTOMERY, INC. agrees that if the cancellation is due to circumstances incurred by THE VENUE AT MONTGOMERY, INC. all fees paid by RENTER will be refunded.

The RENTER agrees that all confirmed dates are final and rescheduling of dates are to be determined at THE VENUE AT MONGTOMERY discretion for a fee of \$200 due from the RENTER at time of rescheduling

Acknowledged, Agreed and Authorized by Renter: _____
Date: _____

Acknowledged, Agreed by The Venue at Montgomery Inc: _____
Date: _____

THE VENUE AT MONTGOMERY
RENTER ALCOHOLIC BEVERAGE POLICY

Alcohol can only be supplied by the Venue Renter listed below.

Renter: _____

All Alcoholic Beverages must be brought in through the **Freight Elevator**.

The Renter agreed that **NO ALCOHOLIC** beverages would be sold at **ANY TIME** during the Rental Period.

The Venue At Montgomery requires the use of our **Certified Preferred Bartenders** for every 125 guests. This fee will be the responsibility of the Renter:

The Venue At Montgomery has a **NO SHOT POLICY!!**

Alcohol beyond the doors of The Venue At Montgomery is PROHIBITED.

If Alcohol will be served, a **Security Guard** will be required for every 125 guests. The fee will be the responsibility of the Renter:

IF ANY OF THE ABOVE RENTER ALCOHOLIC BEVERAGE POLICIES ARE VALIDATED THE EVENT WILL BE TERMINATED IMMEDIATELY WITH NO REFUND.

Bartender Fee: \$ _____

Security Guard Fee: \$ _____

All Fees must be paid for 30 days before the event.

The Renter agrees to all of the above policies.

RENTER: _____ **DATE:** _____

3:28

63

image0.jpeg

pennsylvania
LIQUOR CONTROL BOARD

RAMP SERVER/SELLER TRAINING

ANESHA J PICKENS

Has completed RAMP Server/Seller Training
"Promoting the responsible service and sale of alcohol"

Jul 01, 2023

TRAINING DATE
(Expires 2 years from issue date)

Mark Kantner

Mark Kantner
PLCB Approved Instructor

Responsible
Alcohol
Management
Program



This course has the approval of the Pennsylvania Liquor Control Board as a valid curriculum for RAMP server/seller training.



3

CERTIFICATE OF COMPLETION

Anesha Eckerly

Anesha Eckerly



78-956

Fullly

to Bartender Service

Open 24 hours-- (215)528-9567--Open 24 hours

MODEL MIXERS

EVENT STAFFING & COORDINATING

**WE UNDERSTAND EACH
EVENT OR PROGRAM IS
UNIQUE, AS IS OUR
STAFF.**

WWW.MODELMIXERS.COM

SECURITY SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of Day of March 08, 2024

by and between The Venue At Montgomery and **ONE N DA CHAMBER**.

WHEREAS, ONE N DA CHAMBER is engaged in the business of providing security services, and

WHEREAS, the Client requires the services of ONE N DA CHAMBER for the premises.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Client engages ONE N DA CHAMBER to provide security services under the following terms and conditions:

1. ONE N DA CHAMBER shall furnish security guard(s) at the premises located at (address of event) 230 Montgomery Mall, North Wales, PA 19454 The Guard(s) will be in uniform armed and unarmed. They will provide security to persons and property at the premises. All services shall be performed in accordance with applicable laws and ordinances.
2. The event for which security services will be provided by ONE N DA CHAMBER pursuant to this Agreement will be The Venue At Montgomery Ball Rooms in front and be hide this establishment
3. for which security services will be provided from March 08, 2024. As needed until March 08, 2025
4. ONE N DA CHAMBER shall provide Guard(s) during the time period set forth in paragraph 2 above.
5. The Client shall compensate ONE N DA CHAMBER at the rate of unarmed guards
6. Dollars \$(50.00) per hour for each Guard on duty. For armed guards \$75.00 per guard on duty. Invoices shall be emailed to the Client at the following email address: TheVenueAtMontgomery@gmail.com

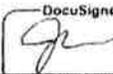
ONE N DA CHAMBER SECURITY SERVICE

An additional two percent (2%) will be applied to any invoice that is more than 30 days old.

- 7. The Guard(s) shall be employees of ONE N DA CHAMBER. ONE N DA CHAMBER shall be responsible for the hiring, supervision, scheduling and compensation of the Guard(s). The Guard(s) shall not for any purpose be deemed to be employees of the Client.
- 8. ONE N DA CHAMBER will not harm active employees and staff on protected premises.
- 9. ONE N DA CHAMBER shall maintain comprehensive general liability insurance on an occurrence basis, covering itself and its employees performing services pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CLIENT:

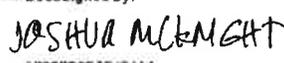
DocuSigned by:

B54601A218E141D

BY: 

3/11/2024

Time: _____

CONTRACTOR:

DocuSigned by:

2E7E80D5E42AAA

BY: 

3/11/2024

Time: _____

THE VENUE AT MONTGOMERY

RE: MONTGOMERY MALL
LEASE



Temp -Specialty Lease

Montgomery Mall
230 Montgomery Mall
North Wales, Pa. 19454

This Lease Agreement made as of this 1st day of January, 2023, by and between the parties identified in Section I as Landlord and Tenant upon the terms and conditions hereafter set forth.

WITNESSETH

In consideration of the payments of the Rent, charges and fees provided for herein and the covenants and conditions hereinafter set forth, Landlord and Tenant hereby covenant and agree as follows:

Section I. Economic Provisions

1. Parties.

| | |
|--|--|
| Landlord: MONTGOMERY MALL REALTY HOLDING, LLC | Tenant: Demetrius Walker |
| | DBA: The Venue at Montgomery, LLC |
| | Address: 20 Vine St. PO Box 747 Lansdale, Pa. 19446 |
| | Phone: 267.235.2543 |

2. Leased Premises. Type: Inline Space No: 2063

Description of Location: 2nd floor end unit Approximate Square Footage: 12,997

Landlord hereby leases to Tenant the Premises, defined above, located within Landlord's shopping center (the "Shopping Center") at the location shown on Exhibit "A" attached hereto for the Term, to occupy and use the Premises, subject to all the terms and conditions set forth herein. The parties acknowledge that this Lease is short-term, and that all terms and conditions of this Lease reflect a short-term leasehold agreement between the parties. Tenant agrees to strictly adhere to the rules, regulations and policies for the Shopping Center adopted by Landlord as set forth in Exhibit "B" attached hereto (the "Rules and Regulations"), which are subject to change, revision and modification by Landlord at any time.

3. Term. Term Commencement Date: January 01, 2023

Term Expiration Date: December 31st, 2024

*****ANY TERM BEYOND 24 MONTHS REQUIRES INTERNAL CORPORATE APPROVAL*****

The term (the "Term") of this Lease shall commence upon the Term Commencement Date, and shall expire at 11:59 p.m. on the Term Expiration Date. Notwithstanding the foregoing to the contrary, Landlord may terminate this Lease upon thirty (30) days Notice to Tenant delivered to Tenant's address as provided for in this Agreement. **Notwithstanding anything to the contrary, in the event Tenant is in Default of this Lease beyond applicable notice and cure periods, if any, then Landlord may terminate this Lease Agreement at any time upon three (3) days notice delivered to Tenant's address as provided for in this Agreement.**

4. Permitted Use.

Tenant shall be permitted to use the Premises for the non-exclusive use of conducting the operation of i.e., for events such as Birthday Parties and like for Montgomery Mall patrons and the general public (the "Permitted Use"). Licensee shall operate under the following name: D & J Walker (the "Trade Name").



Tenant shall use the Premises only for the Permitted Use. Tenant shall not use the Premises for any other purpose unless agreed to in writing by Landlord.

5. Security Deposit.

Tenant, concurrently upon signing the Lease, shall deposit with Landlord the sum of _____ which sum shall be held by Landlord as security against a Default by Tenant (the "Security Deposit"). Landlord hereby acknowledges receipt of the Security Deposit from Tenant. Landlord will retain the Security Deposit as security for the faithful performance by Tenant of all covenants, conditions, and agreements of this Lease. Such security deposit shall not constitute final payment of any rent or fees. The balance of the Security Deposit, if any, shall be refunded to Tenant approximately ninety (90) days following the expiration of the Term of this Lease provided Tenant is not in Default under any of the terms of this Lease (or, if required by applicable law, the balance of the Security Deposit, if any, shall be refunded to Tenant at such time and in such manner as is otherwise provided by law). The balance of the Security Deposit, if any, will be refunded to such address as provided by Tenant in this Lease for receipt of Notice.

6. Payment Schedule.

Commencing on the Term Commencement Date and continuing during the entire Term of this Lease, Tenant shall pay rent ("Minimum Rent") for the Premises payable to Landlord, without demand, deduction, set-off or counterclaim, in one (1) or more installments, in advance, as indicated on the following schedule:



MAIL PAYMENTS TO THIS ADDRESS: 1010 Northern Blvd. Ste 212. Great Neck, NY 11021

MAKE CHECKS PAYABLE TO: Montgomery MALL REALTY HOLDING, LLC

Minimum Rent, Additional Rent, and other fees (collectively referred to as "Rent") are payable in CERTIFIED FUNDS

If Rent is to be paid monthly, then Rent is due on the 1ST of each month and it is late on the 2ND of each month. If Tenant fails to pay Minimum Rent, Coverage Rent, Additional Rent, and any other fees when same are due and payable, or if Tenant fails to perform any other term or condition of this Lease, then Tenant will be in default ("Default"). In addition, if Tenant fails to perform any term or condition of this Lease, then Landlord may impose a fine (the "Fine") or fines ("Fines") upon Tenant as otherwise provided for in the Rules and Regulations in addition to any other action or remedy that Landlord may take or that Landlord may pursue. Such Fines shall be due and payable immediately, and unpaid Fines will be added to Tenant's account as Additional Rent. If Tenant incurs a Fine more than once in any consecutive twelve (12) month period, then such event shall be a material breach of this Lease, and Landlord may terminate this Lease.

Tenant shall pay any and all applicable tax on Minimum Rent, Coverage Rent, and Additional Rent imposed by the state (or local municipality) or quasi-governmental unit in which the Premises is located.

Unless otherwise stated, all sums of money or charges payable to Landlord from Tenant by this Lease, other than Minimum Rent and Coverage Rent, are defined as "Additional Rent" and are due as provided for in this Lease.

7. Overage Rent

Effective upon the Term Commencement Date, Tenant shall pay overage rent (the "Overage Rent") on the tenth (10th) day of each month based upon its "Gross Sales" for the immediately preceding month. "Overage Rent" is defined herein as the percentage of monthly Gross Sales from the Premises over and in excess of a specified annual Gross Sales break point (the "Break Point"), as follows:

Effective i.e: 01/25/20 - Tenant to pay 10 % of Monthly gross sales from the Leased Premises over Seven Thousand Eight Hundred Dollars And No Cents (\$0.00). Overage payment is due to landlord by the 10th of the following month. Failure to submit overage payment by the given date will result in a \$50 late fee per statement that is late.

Tenant's "Gross Sales" is defined to mean the total amount of dollar value of all sales of merchandise, and sales of services, and rentals of merchandise arising out of or payable on account of the business conducted in, on or from the Premises by or on account of Tenant or any sublessee, assignee, licensee or concessionaire of Tenant, for cash or credit, including all orders for merchandise taken at or sold from the Premises, and including any fees, such as membership fees, activation fees, service fees and related charges.



Overage Rent shall be due and payable as Additional Rent. Tenant is obligated to collect State sales tax, where applicable, on its "Gross Sales," and to pay over such sales tax to the applicable taxing authority or authorities.

8. Additional Provisions.

The following additional provisions (the "Additional Provisions"), if any, are hereby incorporated into this Lease Agreement. In the event of any conflict between any terms and conditions of this Lease Agreement other than the Additional Provisions, and the Additional Provisions, the terms and conditions of the Additional Provisions shall control.

Landlord right to terminate with 30 days written notice. Should Landlord exercise termination rights in Section 3, a pro-rated refund will be refunded on only pre-paid rent. Landlord reserves the right to terminate this Lease Agreement and/or to relocate Tenant with 30 days written notice pursuant to section 3 above regardless of whether or not Tenant is in default.

IN-LINE SPACE MAINTENANCE (BY TENANT). In addition to Tenant's responsibilities as otherwise set forth in the Lease, Tenant shall perform all maintenance and repairs needed to the Premises.

IN-LINE SPACE UTILITIES: In addition to the Minimum Rent and Percentage Rent, Tenant shall be responsible to pay to Landlord \$200 on a monthly basis, the cost of its usage charges of electricity, water/sewer and trash. In the event the Tenant's usage of utilities exceeds the Utility Payment, upon receipt of invoice from Landlord confirming Tenant's actual usage of the utilities at the end of each calendar year of this lease, Tenant shall pay to Landlord the amount of the difference between Tenant's actual usage and the utility payment.

HVAC SERVICE AND MAINTENANCE TENANT'S RESPONSIBILITY Tenant is responsible to perform HVAC maintenance at least quarterly by a certified technician in order to keep the HVAC system in good working order. Tenant shall provide Landlord, at its Mall Management Office, with a copy of a service contract and any subsequent contracts within ten (10) days after Lease signing. Tenant must provide copies of any subsequent HVAC service contracts within ten (10) days after they are signed.

RENT BY ORDINARY CHECK. Tenant's monthly payments of rent as otherwise provided for in the Lease may be made by ordinary check.

Penalty for late payments will begin on the 10th of each month.

Space to be delivered in "as is" condition. Upon expiration of term, tenant will vacate, broom-clean and return space to Landlord in its original condition, ordinary wear and tear excepted. Any costs incurred for any repairs will be the tenant's responsibility.

Section II. Operational Provisions

9. Occupancy and Operations at Premises.

Tenant shall occupy the Premises upon commencement of the Lease Term. Thereafter, Tenant will continuously occupy the Premises solely for the Permitted Use and for no other purpose whatsoever during all of the mall hours as determined by the Landlord. Tenant further represents that it shall keep the Premises in good, clean and safe condition. On the expiration of the Term of this Lease, Tenant shall vacate the Premises returning it to Landlord in broom clean condition and fully restored to at least the condition as the Premises was prior to Tenant's taking possession of the Premises.



10. Insurance. Co-Holder: MONTGOMERY MALL REALTY HOLDING, LLC

Tenant agrees to carry, at its own expense, throughout the Term of this Lease, commercial general liability insurance in the broadest form obtainable (including contractual liability coverage) covering the Premises and Tenant's Permitted Use of the Premises with a minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for bodily injury and property damage, including loss of use. Tenant's insurance policy(ies) shall be written with insurers licensed to do business in the state in which the Premises is located, shall be in a form satisfactory to Landlord, and shall carry an A.M. Best rating of at least A-. Tenant's policies shall name Landlord as an additional insured and shall be endorsed to provide Landlord with no less than ten (10) days prior written notice from Tenant's insurance carrier of cancellation or nonrenewal. Tenant's policies shall also be endorsed to reflect that in the event that coverage benefiting Landlord exists under both Landlord's and Tenant's policies, coverage under Tenant's policies shall be primary.

Tenant shall carry, at its sole cost and expense, special perils "all-risk" property coverage on its furniture, fixtures, carpets, improvements and betterments, equipment, inventory, stock in trade and goods placed in the Premises covering the property on a full replacement cost basis.

Tenant shall also carry at all times such workers' compensation insurance as to comply with the laws and regulations of the state in which the Premises is located, and Tenant shall provide Landlord with a certificate of insurance evidencing coverage currently in force. Tenant shall also carry employer's liability insurance in the amount of \$1,000,000 for each accident, \$1 disease coverage for each employee, and \$1 disease coverage in the aggregate.

Tenant shall provide Landlord with a certificate of insurance (ACORD 25) prior to the date of occupancy by Tenant, and, within thirty (30) days of each anniversary of Tenant's providing such proof of insurance, Tenant shall provide an additional certificate of insurance to Landlord evidencing the above-required coverages.

Landlord and Tenant each release all claims against each other, and shall cause their insurers to waive all rights of subrogation against the other, its officers, directors, employees and agents, mortgagees and ground lessor(s), from any and all loss, damages or liability covered under any policy of insurance required to be maintained by this Lease, including deductibles or retentions, notwithstanding that such loss, damages or liability may have arisen from the negligence, tortious act or omission of the other party, or anyone for whom such party may be responsible.

The insurance policies described in this Section (10) shall be reasonably acceptable to Landlord in form and content, and (ii) shall not be materially changed without at least ten (10) days prior written Notice to Landlord.

11. Tenant Operations; Landlord Disclaimer; Signage; and Visual Merchandising.

Tenant agrees that Landlord has made no representations, warranties or guarantees regarding the success or failure of Tenant's business or operations or with respect to projected or anticipated Gross Sales or profits under this Lease. Tenant acknowledges that Landlord has made no representations concerning the possibility of the extension or renewal of the Lease Term beyond the period set forth herein. In fact, Landlord and Tenant agree that the Lease Term shall expire, and Tenant's rights to possession of the Premises shall terminate, upon the Expiration Date (unless the Lease is terminated earlier than such date). Tenant agrees that any and all merchandise, display equipment, and other items will remain within the confines of the Premises.

Signage: Banner signage is not permitted.

All Tenant's signage must be of professional quality and approved by Landlord prior to the Term Commencement Date. If the Tenant has an in-line space, it must supply its storefront with a three dimensional or raised-lettered sign. Such sign shall be proportionate to the existing fascia size and shall be pre-approved by Landlord.

Visual Merchandising:

Tenant shall comply with the visual merchandising standards of Landlord. Tenant shall submit a visual merchandising plan for approval. The Tenant understands and agrees to implement visual merchandising recommendations of the Landlord and to change



visual merchandising presentation as requested by the Landlord. Landlord reserves the right to approve and to make recommendations and/or changes to Tenant's visual presentation and to Tenant's display of merchandise. Landlord reserves the right to adopt additional visual merchandising standards and policies in the Rules and Regulations.

12. Tenant Records and Statement of Sales

Tenant agrees to record all Gross Sales and sales tax at the time each sale is made, whether for cash or credit. Tenant agrees to record such Gross Sales in a (point of sale) cash register containing a cumulative record of sales transactions. Tenant shall report Gross Sales and sales tax to the Landlord on the first to occur of (i) on or prior to the tenth (10th) day of each month following the month in which Gross Sales occurred and (ii) no greater than five (5) days following the Term Expiration Date. Tenant's failure to report Gross Sales to Landlord shall be an event of Default. Landlord shall have the right to audit Tenant's Gross Sales not more frequently than twice per Lease Term. If Tenant understates its Gross Sales by greater than 2%, in addition to any other remedy available to Landlord, Landlord has the right to terminate this Lease upon 30 days Notice delivered in the manner as provided for in this Lease. In this event, Tenant shall remain liable for any and all Rent and monies due pursuant to the terms of this Lease. In addition to any other remedy available to Landlord, in the event Gross Sales figures are not provided to Landlord on time, then Tenant shall pay such late fees and/or Fines to Landlord as otherwise provided for in the Rules and Regulations.

13. Indemnification by Tenant.

To the fullest extent permitted by law, Tenant hereby indemnifies Landlord and agrees to hold harmless and to defend Landlord, Landlord's officers, directors, employees, agents, successors and assigns, and any mortgagee and any master lessor of the Shopping Center, from and against all claims, losses, liabilities, damages, penalties, fines and expenses (including but not limited to attorneys' fees) that arise from or in connection with the use of the Premises, or any portion thereof by the Tenant, its employees, agents, contractors, licensees, or invitees.

14. Damage to Premises; Prohibition of Alterations.

Tenant is liable for all damages to the Premises and to the Shopping Center. Upon demand, Tenant shall reimburse Landlord for the cost of the repair of the Premises (inclusive of Landlord units), or any other damage elsewhere in the Shopping Center, caused by or arising from the installation or removal of Tenant's property in or from the Premises or from the removal of Tenant's property upon the expiration or earliest termination of this Lease. Tenant may make no alterations to the Premises.

15. Late Payments and Returned Checks. Tenant Default.

If Tenant is late in making any payment of Rent to Landlord, then Landlord may impose a late fee or fees, Fine or Fines, upon Tenant as otherwise provided for in the Rules and Regulations. Tenant is required to pay a service charge to Landlord of \$30.00 on all returned checks. The failure of Tenant to perform any term or condition of this Lease, or the failure of Tenant to fulfill any term or obligation of this Lease, shall be a Default. If Tenant is in Default, Landlord may pursue such remedy as is provided for in Section 3 of this Lease, and Landlord may pursue any other remedy or remedies available to Landlord at law or in equity. Landlord shall not, under any circumstances, be obligated to accept any rental payments and/or to allow Tenant to cure any Default hereunder. Landlord may pursue any damages (including, but not limited to Landlord's reasonable attorney fees and legal costs and expenses) and/or loss of rent (such loss of rent to be measured by the unpaid rents and other charges due under this Lease over the full term hereof) sustained by Landlord as a result of Tenant's Default under this Lease. Without limiting Landlord's rights and damages under the terms of this Lease or applicable law, if Landlord exercises its right to recover possession of the Premises, the parties specifically agree and acknowledge that Landlord shall be entitled to recover from Tenant monetary damages equal to Landlord's costs in facilitating such recovery.



16. Assignment and Subletting.

Tenant shall not sell, assign, mortgage, pledge or transfer this Lease or any interest therein, nor sublet all of the Premises or any part of the Premises, nor license concessions or departments therein, without Landlord's prior written approval, which may be withheld at Landlord's sole and absolute discretion.

17. Liability.

There shall be no personal liability of Landlord with respect to this Lease. If a breach by Landlord occurs, Tenant shall look solely to the equity of Landlord in the Shopping Center for the satisfaction of Tenant's remedies.

18. Terms of Lease. Signature by Email or by Other Electronic Means.

This Lease, including any exhibits attached, contains all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant. There are no other verbal or written agreements between the parties other than those set forth in this Lease.

If a party returns this Lease (or a portion of this Lease with instructions to insert said portion into the Lease) by facsimile, by email, or by other electronic means, then the party sending this Lease (or a portion of this Lease) intends the copy of its signature or initials to be considered to be an original. Such party shall then endeavor promptly to provide an original counterpart of this Lease (or portion of this Lease) to the other party.

19. Permits. Lawful Activity. Merchandise Return Policy.

Tenant shall be responsible for obtaining any licenses, authorizations, or permits required by any governmental agency or authority for the Permitted Use and for any type of activity to be carried on at the Premises (collectively, "Tenant's Licenses"). Tenant shall be responsible for payment of all associated costs and expenses associated with Tenant's Licenses. Tenant represents that it has, or shall obtain prior to the Term Commencement Date, all Tenant's Licenses, and Tenant shall have obtained sales, use, and other federal, state, county or local tax permits required with respect to the Permitted Use to be conducted at the Premises.

No unlawful activities shall be permitted at the Premises. The consumption or sale of alcoholic beverages on or from the Premises shall not be permitted.

Tenant shall post its merchandise return and exchange policy in a location visible to the public at all times during the Lease Term.

20. Expiration of Lease Term. Removal of Tenant's Property.

At the expiration of the Lease Term, Tenant shall surrender the Premises in the same condition as they were required to be in on the Commencement Date, reasonable wear and tear and damage by unavoidable casualty excepted, and deliver all keys for the Premises to the office of the Center's general manager. All alterations, changes and additions and all improvements, including leasehold improvements, made by Tenant whether part of Tenant's Work or not, shall remain Tenant's property for the Lease Term, but shall immediately upon the termination of this Lease become Landlord's property, be considered part of the Premises, and not be removed without Landlord's written consent, this includes sinks, water heaters, and anything that is bolted, cemented, affixed to the space. If Tenant fails to remove any shelving, decorations, equipment trade fixtures or personal property from the Premises within two (2) days of such termination of the Lease, they shall become Landlord's property and Tenant shall repair or pay for the repair of any damage done to the Premises resulting from removing same but not for painting or redecorating the Premises.

21. Holding Over.

If Tenant shall hold possession of the Premises after the expiration of the Lease Term or termination of this Lease, at Landlord's option (i) Tenant shall be deemed to be occupying the Premises as a holdover tenant and agrees to pay Landlord for such period at



double the highest Minimum Rent in effect during the Lease Term or any extensions thereof, plus all Percentage Rent payable under this Lease, and otherwise subject to all of the terms and conditions of this Lease, or (n) Landlord may exercise any other remedies it has under this Lease or at law or in equity including an action for wrongfully holding over.

22. Hazardous Material.

Tenant shall not cause or permit any hazardous material to be brought upon, stored, kept, used, or discharged on or about the Premises.

23. Maintenance of Premises.

Tenant shall maintain, at its sole cost and expense, the Premises in good condition and Tenant shall make all necessary replacements and repairs to the Premises except for structural repairs. Tenant shall not scratch or mar, or otherwise damage, the floors, carpet, walls and ceiling of the Premises.

24. Compliance with Laws.

Tenant shall, at its own expense, comply with all laws, orders, ordinances and with directions of public officers thereunder, with all applicable Board of Fire Insurance Underwriters regulations, and with all other requirements and with all notices from Landlord's mortgagee, respecting all matters of occupancy, condition or maintenance of the Premises, whether such orders or directions shall be directed to Tenant or Landlord, and Tenant shall hold Landlord harmless from any and all costs or expenses on account thereof.

25. Notice.

Notice to Tenant (including a statement for Minimum Rent, Overage Rent, and Additional Rent owed) or Notice to Landlord (collectively, "Notice") Shall be effective only if Notice is in writing and is (i) delivered in person, (ii) delivered by U. S. mail, or (iii) delivered by a reputable overnight courier. Any such Notice shall be delivered (1) to Landlord at the address set forth in this Lease, or to such other address as Landlord shall designate by giving written Notice thereof to Tenant; or, (2) if to Tenant, at the address set forth on page 1 of this Lease or such other address as Tenant shall designate by giving written Notice thereof to Landlord. Any such Notice (including any statement, certificate, request or demand) shall be deemed to have been given upon receipt or refusal of receipt.

26. Survival.

The obligations of Tenant (i) for payment of rent and charges under this Lease, (ii) for performance of obligations which by their nature must be performed after the expiration or earlier termination of this Lease, and (iii) under Section 13 of this Lease, shall survive the expiration or earlier termination of this Lease.

By signing this Lease, Tenant acknowledges that he/she understands ALL provisions included within this Lease Agreement and the Rules and Regulations for the Shopping Center, and ALL provisions within any exhibits attached to this Lease Agreement, and Tenant agrees to be bound by this Lease Agreement.

Landlord:

MONTGOMERY MALL
REALTY HOLDING, LLC

Tenant:

The Venue at Montgomery LLC

Legal Name

Demetrius & Janet Walker

DBA

The Venue at Montgomery LLC



Signature: *Theresa Napoli*

Print Name: Theresa Napoli

Title: General Manager

Date: November 22nd, 2022

Signature: *Demetrius Walker*

Print Name: Demetrius Walker

Title: *Assistant*

Date: November 22nd, 2022

Texas ID or SSN
(Required): _____

MONTGOMERY MALL

ADDENDUM TO LEASE AGREEMENT

Addendum to Lease Agreement entered between Montgomery Mall Realty Holding LLC. And The Venue at Montgomery LLC on December 2, 2022:

With this addendum, The Venue at Montgomery will be permitted to operate the venue outside of advertised mall hours however, it is your responsibility to communicate your hours of operations and means of exit and entrance to you patrons beyond mall hours. This will not become the responsibility of mall staff.

You will also be permitted to play music no louder than 90 db. during mall hours and no louder than 96 db. after the mall closes. You must also ensure the space is properly soundproof according to the Decibel Scale regulations, certified by the installer in order for this addendum to become effective. The music and or sound coming from your unit may not become a nuisance to mall tenants or patrons.

12-2-2022
Date
[Signature]
General Manager

[Signature]
Principle
[Signature]
Principle



ADDENDUM TO LEASE AGREEMENT

This addendum (the "Addendum") is entered into as of May 22, 2023, by and between Montgomery Mall Realty Holding, LLC, hereinafter referred to as "Landlord", and The Venue At Montgomery Inc., hereinafter referred to as "Tenant", collectively referred to as the "Parties."

WHEREAS the Parties entered into a Lease Agreement (the "Lease Agreement") on January 1, 2023, pertaining to the property located at 230 Montgomery Mall Suite 2068, North Wales, PA. 19454, as described in the Lease Agreement.

WHEREAS Tenant desire to include the provision for "Bring Your Own Beverage" (BYOB) on the leased premises, subject to certain terms and conditions:

1. **BYOB Provision:** Landlord hereby grants Tenant permission to allow patrons of Tenant's business to bring and consume their own alcoholic and non-alcoholic beverages on the premises subject to the following terms and conditions:
 - a. **Compliance with Laws:** Tenant shall ensure that all activities related to BYOB on the premises comply with all applicable federal, state, and local laws, regulations, and ordinances regarding the consumption and serving of alcoholic beverages.
 - b. **Liability and Indemnification:** Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, demands, suits, liabilities, damages, losses, costs, and expenses arising out of or related to the BYOB activities conducted by Tenant or its patrons on the leased premises.
 - c. **License and Insurance:** Tenant shall obtain and maintain all necessary licenses, permits and insurance coverages required for the lawful operation of BYOB activities; Tenant shall provide proof of insurance coverage to Landlord upon request.
 - d. **Responsibilities:** Tenant shall be solely responsible for monitoring and regulating the consumption of beverages brought onto premises by its patrons. Tenant shall ensure that no underage drinking or excessive alcohol consumption occurs and shall promptly address any instances of misconduct or non-compliance with applicable laws.
 - e. **Termination of BYOB Privileges:** Landlord reserves the right to revoke Tenant's BYOB privileges upon written notices if Tenant fails to comply with any of the terms and conditions outlined in the Addendum or violates any applicable laws or regulations.

2. Incorporation: This Addendum shall be incorporated into and become a part of the Lease Agreement. In the event of any conflict or inconsistency between the provisions of the Lease Agreement and this Addendum, the provision of this Addendum shall prevail.
3. Entire Agreement: Except as specifically modified by this Addendum, all other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date first above written.

Landlord: Montgomery Mall Realty Holding LLC:

Tenants: The Venue At Montgomery

Landlord Signature: _____

Date: _____

Title: _____

Tenant Signature: _____

Date: _____

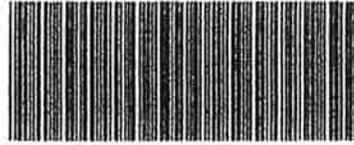
Title: _____



RECORDER OF DEEDS
MONTGOMERY COUNTY
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

DEED BK 6267 PG 02543 to 02556
INSTRUMENT # : 2022020406
RECORDED DATE: 02/16/2022 03:53:55 AM



6065201-0021G

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 14

| | |
|---|---|
| Document Type: Deed | Transaction #: 6513522 - 5 Doc(s) |
| Document Date: 11/17/2021 | Document Page Count: 13 |
| Reference Info: | Operator Id: JSorg |
| RETURN TO: (Simplifile) Novare National Settlement Service 320 Commerce, Suite 150 Irvine, CA 92602 (714) 352-4088 | PAID BY: NOVARE NATIONAL SETTLEMENT SERVICE |

| | | |
|-------------------------|----------------------------------|--------------------------------|
| * PROPERTY DATA: | | |
| Parcel ID #: | 46-00-00340-00-1 | 46-00-00340-50-5 |
| Address: | 804 BETHLEHEM PIKE | 804 BETHLEHEM PIKE |
| | | 46-00-00340-20-8 |
| | | 804 BETHLEHEM PIKE |
| Municipality: | PA Montgomery Township (100%) | PA Montgomery Township (0%) |
| School District: | North Penn | North Penn |

*** ASSOCIATED DOCUMENT(S):**

| | | |
|---|---|--------------|
| CONSIDERATION/SECURED AMT: \$55,000,000.00 | DEED BK 6267 PG 02543 to 02556 | |
| TAXABLE AMOUNT: \$55,000,000.00 | Recorded Date: 02/16/2022 03:53:55 AM | |
| FEES / TAXES: | <p>I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.</p>  | |
| Recording Fee:Deed | | \$86.75 |
| Additional Pages Fee | | \$18.00 |
| Additional Parcels Fee | | \$60.00 |
| Affordable Housing Pages | | \$18.00 |
| Affordable Housing Parcels | | \$2.00 |
| State RTT | | \$550,000.00 |
| Montgomery Township RTT | | \$275,000.00 |
| North Penn School District RTT | \$275,000.00 | |
| Total: | \$1,100,184.75 | |

Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

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

PREPARED BY AND RETURN TO:

Alan K. Sable, Esq.
28601 Chagrin Boulevard
Ste. 600
Cleveland, OH 44122

Tax Parcel Nos. 46-00-00340-00-1, 46-00-00340-20-8, 46-00-00340-30-7, 46-00-00340-40-6 and 46-00-00340-50-5

RECEIVER'S DEED

MADE the 17th day of November, 2021,

BETWEEN GREGORY T. MALONEY, IN HIS SOLE CAPACITY AS RECEIVER for certain real property located at 230 Montgomery Mall, North Wales, PA, a/k/a Montgomery Mall ("Grantor"), appointed by the Court of Common Pleas of Montgomery County, Pennsylvania pursuant to that certain Stipulated Order for Appointment of Receiver entered June 24, 2021 in case captioned Wilmington Trust, National Association, as Trustee, et al. v. Montgomeryville Associates, Civil Action No. 2021-09505, wherein **MONTGOMERYVILLE ASSOCIATES**, a Pennsylvania general partnership, formerly known as **MONTGOMERYVILLE ASSOCIATES**, a Pennsylvania joint venture, is the Defendant,

Grantor,

AND

MONTGOMERY MALL REALTY HOLDING LLC, a Pennsylvania limited liability company,

Grantee:

WITNESSETH, that the said Grantor, in consideration of the sum of FIFTY-FIVE MILLION AND 00/100 DOLLARS (\$55,000,000.00) paid to the Grantor by the Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, all of Grantor's right, title and interest in and to the following described real estate:

ALL that certain lot or parcel of ground situate in the Township of Montgomery, County of Montgomery and Commonwealth of Pennsylvania, being bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

THE conveyance of the within described property was approved by the Court of Common Pleas of Montgomery County, Pennsylvania pursuant to that certain Order dated November 9, 2021 entered by the Court of Common Pleas of Montgomery County, Pennsylvania in case captioned Wilmington Trust, National Association, as Trustee, et al. v. Mall at Montgomery, L.P., Civil Action No. 2021-09504, a certified copy of which is attached hereto and incorporated herein by reference as Exhibit "B".

IT IS THE intention of the Grantor and the Grantee herein that the fee estate conveyed hereby and the leasehold estate being conveyed concurrently herewith to the Grantee pursuant to that certain Assignment and Assumption of Ground Lease dated of even date herewith and recorded concurrently herewith from Gregory T. Maloney, in his sole capacity as Receiver for Mall at Montgomery, L.P., a Delaware limited partnership, pursuant to that certain Stipulated Order for Appointment of Receiver entered June 22, 2021 by the Court of Common Pleas of Montgomery County, Pennsylvania in case captioned Wilmington Trust, National Association, as Trustee, et al. v. Mall at Montgomery, L.P., Civil Action No. 2021-09504, to Montgomery Mall Realty Holding LLC, a Pennsylvania limited liability company and the Grantee herein, not be merged, but remain as separate and distinct estates.

With the appurtenances: ***TO HAVE AND TO HOLD*** the same to and for the use of the said Grantee, its successors and assigns forever. And the Grantor, for himself, his heirs, successors and assigns, hereby covenants and agrees with the Grantee, its successors and assigns, that he has done nothing to impair, impeach or diminish title to the property herein conveyed.

Witness the hand and seal of the said Grantor.

GREGORY T. MALONEY, IN HIS SOLE CAPACITY AS RECEIVER for certain real property located at 230 Montgomery Mall, North Wales, PA, a/k/a Montgomery Mall, appointed by the Court of Common Pleas of Montgomery County, Pennsylvania pursuant to that certain Stipulated Order for Appointment of Receiver entered June 24, 2021 by the Court of Common Pleas of Montgomery County, Pennsylvania in case captioned Wilmington Trust, National Association, as Trustee, et al. v. Montgomeryville Associates, Civil Action No. 2021-09505

By:



Gregory T. Maloney Receiver

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NORTH WALES, IN THE COUNTY OF MONTGOMERY, STATE OF PENNSYLVANIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 - FEE SIMPLE:

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA AND BEING MORE PARTICULARLY SHOWN ON A PLAN TITLED "MONTGOMERY MALL, ALTA/AGSM LAND TITLE SURVEY" BY PENNONI ASSOCIATES, INC., HADDON HEIGHTS, NJ, DRAWING NO. S0302, DATED 03/03/2004, LAST REVISED 03/18/2004, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF BETHLEHEM PIKE, SR 309, 100 FEET WIDE, AND THE CENTERLINE OF U.S. ROUTE 202, 75 FEET WIDE; THENCE (1) ALONG THE CENTERLINE OF US ROUTE 202, SOUTH 42 DEGREES 02 MINUTES 00 SECONDS WEST, A DISTANCE OF 237.03 FEET TO A POINT; THENCE (2) LEAVING THE CENTERLINE OF US ROUTE 202 AND ALONG LANDS NOW OR FORMERLY OF MARGARET FAGAN, NORTH 42 DEGREES 25 MINUTES 14 SECONDS WEST, A DISTANCE OF 281.51 FEET TO A POINT; THENCE (3) ALONG THE SAME, SOUTH 49 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A POINT; THENCE (4) ALONG THE SAME, SOUTH 42 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 294.68 FEET TO A POINT ON THE CENTERLINE OF US ROUTE 202; THENCE (5) ALONG THE CENTERLINE OF US ROUTE 202, SOUTH 42 DEGREES 02 MINUTES 00 SECONDS WEST, A DISTANCE OF 1,431.24 FEET TO A POINT; THENCE (6) LEAVING THE CENTERLINE OF US ROUTE 202 AND ALONG LANDS NOW OR FORMERLY OF JOAN M. JOHNSON, TRUSTEE, NORTH 48 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 1,682.85 FEET TO A FIELD STONE FOUND; THENCE (7) ALONG THE SAME, NORTH 44 DEGREES 28 MINUTES 30 SECONDS EAST, A DISTANCE OF 397.43 FEET TO A POINT; THENCE (8) ALONG THE SAME, NORTH 47 DEGREES 48 MINUTES 00 SECONDS WEST, A DISTANCE OF 992.90 FEET TO A POINT ON THE CENTERLINE OF NORTH WALES ROAD, 40 FEET WIDE; THENCE (9) ALONG THE CENTERLINE OF NORTH WALES ROAD, NORTH 56 DEGREES 36 MINUTES 00 SECONDS EAST, A DISTANCE OF 729.01 FEET TO A POINT; THENCE (10) LEAVING THE CENTERLINE OF NORTH WALES ROAD AND ALONG LANDS NOW OR FORMERLY OF MONTGOMERYVILLE ASSOCIATES, SOUTH 45 DEGREES 47 MINUTES 00 SECONDS EAST, A DISTANCE OF 408.67 FEET TO A POINT; THENCE (11) ALONG LANDS NOW OR FORMERLY OF MONTGOMERYVILLE ASSOCIATES, NORTH 56 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 299.83 FEET TO A POINT; THENCE (12) ALONG THE SAME, NORTH 34 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A POINT; THENCE (13) ALONG THE SAME, NORTH 56 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 289.00 FEET TO A POINT; THENCE (14) ALONG THE SAME, NORTH 34 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 300.00 FEET TO A POINT IN THE CENTERLINE OF NORTH WALES ROAD; THENCE (15) ALONG THE CENTERLINE OF NORTH WALES ROAD, NORTH 56 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 174.07 FEET TO A POINT; THENCE (16) ALONG THE SAME, NORTH 56 DEGREES 12 MINUTES 00 SECONDS EAST, A DISTANCE OF 335.86 FEET TO A POINT; THENCE (17) LEAVING THE CENTERLINE OF NORTH WALES ROAD, AND ALONG LANDS NOW OR FORMERLY OF NORTH WALES CROSSING ASSOCIATION, SOUTH 34 DEGREES 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 562.28 FEET TO AN IRON PIN FOUND; THENCE (18) ALONG LANDS NOW OR FORMERLY OF NORTH WALES CROSSING ASSOCIATION AND HOWARD W. RICE, NORTH 49 DEGREES 21 MINUTES 30 SECONDS EAST, A DISTANCE OF 543.61 FEET TO THE CENTERLINE OF BETHLEHEM PIKE; THENCE (19) ALONG THE CENTERLINE OF BETHLEHEM PIKE, SOUTH 01 DEGREE 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 189.45 FEET TO A POINT OF CURVATURE; THENCE (20) ALONG THE SAME, AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,432.69 FEET, AN ARC LENGTH OF 119.41 FEET TO A POINT; THENCE (21) LEAVING THE CENTERLINE OF BETHLEHEM PIKE AND ALONG LANDS NOW OR FORMERLY OF EAGLESIDE REALTY CO., SOUTH 64 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 320.32 FEET TO CONCRETE MONUMENT FOUND; THENCE (22) ALONG THE SAME, SOUTH

EXHIBIT A

(Continued)

24 DEGREES 42 MINUTES 00 SECONDS EAST, A DISTANCE OF 393.40 FEET TO A CONCRETE MONUMENT FOUND; THENCE (23) ALONG THE SAME AND ALONG LANDS NOW OR FORMERLY OF DAVID FELD, NORTH 65 DEGREES 24 MINUTES 00 SECONDS EAST, A DISTANCE OF 106.47 FEET TO A POINT; THENCE (24) ALONG LANDS NOW OR FORMERLY OF MONTGOMERYVILLE ASSOCIATES, SOUTH 24 DEGREES 50 MINUTES 00 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A CONCRETE MONUMENT FOUND; THENCE (25) ALONG THE SAME, NORTH 65 DEGREES 24 MINUTES 00 SECONDS EAST, A DISTANCE OF 141.53 FEET TO A POINT ON THE CENTERLINE OF BETHLEHEM PIKE; THENCE (26) ALONG THE CENTERLINE OF BETHLEHEM PIKE, SOUTH 24 DEGREES 50 MINUTES 00 SECONDS EAST, A DISTANCE OF 1052.23 FEET TO THE POINT AND PLACE OF BEGINNING.

EXCEPTING OUT ALL THAT CERTAIN PARCEL OF LAND CONTAINING 0.11194 ACRES, 4876 SQUARE FEET, MORE OR LESS ("THE EXCEPTION PARCEL") SITUATE IN MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA, AND BEING MORE PARTICULARLY SHOWN ON A PLAN TITLED "MONTGOMERY MALL, ALTA/ACSM LAND TITLE SURVEY" BY PENNONI ASSOCIATES, INC., HADDON HEIGHTS, NJ, DRAWING NO. S0302, DATED 03/03/2004, LAST REVISED 03/18/2004, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE BED OF U.S. ROUTE 202, SAID POINT BEING THE FOLLOWING (2) COURSES AND DISTANCES FROM THE CENTERLINE INTERSECTION OF BETHLEHEM PIKE SR 309, 100 FEET WIDE AND US ROUTE 202, 100 FEET WIDE, (A) ALONG THE CENTERLINE OF US ROUTE 202, SOUTH 42 DEGREES 02 MINUTES 00 SECONDS WEST, A DISTANCE OF 237.03 FEET TO A POINT; (B) THROUGH THE BED OF US ROUTE 202, NORTH 42 DEGREES 25 MINUTES 14 SECONDS WEST, A DISTANCE OF 25.12 FEET TO THE POINT OF BEGINNING, THENCE (27) THROUGH THE BED OF US ROUTE 202, AND ALONG LANDS NOW OR FORMERLY OF MARGARET FAGAN, NORTH 42 DEGREES 25 MINUTES 14 SECONDS WEST, A DISTANCE OF 25.12 FEET TO A POINT ON THE NORTHERLY LEGAL RIGHT OF WAY OF US ROUTE 202; THENCE (28) ALONG THE NORTHERLY LEGAL RIGHT OF WAY OF US ROUTE 202, AND ALONG LANDS NOW OR FORMERLY OF MONTGOMERYVILLE ASSOCIATES, INC., NORTH 42 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 199.16 FEET TO A POINT ON THE WESTERLY LEGAL RIGHT OF WAY OF BETHLEHEM PIKE; THENCE (29) THROUGH THE BED OF US ROUTE 202, SOUTH 24 DEGREES 50 MINUTES 00 SECONDS EAST, A DISTANCE OF 27.19 FEET TO A POINT; THENCE (30) THROUGH THE SAME, SOUTH 42 DEGREES 02 MINUTES 00 SECONDS WEST, A DISTANCE OF 190.91 FEET TO THE POINT OF BEGINNING.

PARCEL 2 - EASEMENTS:

TOGETHER WITH THOSE RIGHTS AND EASEMENTS CONSISTING RIGHTS IN REAL PROPERTY CREATED, DEFINED AND LIMITED BY THAT CERTAIN EASEMENT AGREEMENT BY AND BETWEEN A-Q ASSOCIATES AND MONTGOMERYVILLE ASSOCIATES, DATED FEBRUARY 11, 1975 AND RECORDED MARCH 14, 1975 IN DEED BOOK 4011 PAGE 348, AS AFFECTED BY SUPPLEMENT TO EASEMENT AGREEMENT BY AND BETWEEN A-Q ASSOCIATES AND MONTGOMERYVILLE ASSOCIATES, DATED OCTOBER 20, 1975 AND RECORDED NOVEMBER 14, 1975 IN DEED BOOK 4069 PAGE 82, AND AS AMENDED IN AMENDMENT TO EASEMENT AGREEMENT BY AND BETWEEN THE PRUDENTIAL INSURANCE COMPANY OF AMERICA AND MONTGOMERYVILLE ASSOCIATES, DATED MARCH 21, 1983 AND RECORDED JULY 1, 1983 IN DEED BOOK 4710 PAGE 2441, ALL IN RECORDS OF THE MONTGOMERY COUNTY, PENNSYLVANIA.

PARCEL 3 - EASEMENTS:

TOGETHER WITH THOSE RIGHTS AND EASEMENTS CONSTITUTING RIGHTS IN REAL PROPERTY CREATED DEFINED AND LIMITED BY THAT CERTAIN CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENTS AGREEMENT BY AND BETWEEN MONTGOMERYVILLE ASSOCIATES, AND J. C. PENNY COMPANY, INC., A DELAWARE CORPORATION, AND JOHN WANAMAKER PHILADELPHIA, DATED

EXHIBIT A

(Continued)

FEBRUARY 26, 1975 AND RECORDED APRIL 1, 1975 IN DEED BOOK 4014 PAGE 496, AS AMENDED BY FIRST AMENDMENT TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENTS AGREEMENT BY AND BETWEEN MONTGOMERYVILLE ASSOCIATES AND J. C. PENNY COMPANY, INC., DELAWARE CORPORATION, JOHN WANAMAKER PHILADELPHIA AND R. H. MACY & CO., INC., DATED AUGUST 14, 1975 AND RECORDED NOVEMBER 14, 1975 IN DEED BOOK 4069 PAGE 48, AS FURTHER AMENDED BY SECOND AMENDMENT TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENTS AGREEMENT BY AND BETWEEN MONTGOMERYVILLE ASSOCIATES AND J.C. PENNY COMPANY, INC., DELAWARE CORPORATION, JOHN WANAMAKER PHILADELPHIA, AND R. H. MACY & CO., INC., DATED NOVEMBER 29, 1976 AND RECORDED MARCH 25, 1977 IN DEED BOOK 4187 PAGE 549, SAID AGREEMENTS ARE AMENDED AND RESTATED IN AMENDED AND RESTATED CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENTS AGREEMENT BY AND BETWEEN MONTGOMERYVILLE ASSOCIATES, AND J. C. PENNY COMPANY, INC., DELAWARE CORPORATION, JOHN WANAMAKER PHILADELPHIA, WINDSOR CORPORATION NV, AND R. H. MACY & CO., INC., DATED AUGUST 17, 1979 AND RECORDED MARCH 18, 1980 IN DEED BOOK 4510 PAGE 153, AND SUPPLEMENT TO AMENDED AND RESTATED CONSTRUCTION OPERATION AND RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN MONTGOMERYVILLE ASSOCIATES, AND J. C. PENNY COMPANY, INC., DELAWARE CORPORATION, JOHN WANAMAKER PHILADELPHIA, R. H. MACY & CO., INC., SEARS ROEBUCK AND CO., A NEW YORK CORPORATION, AND WINSOR CORPORATION NV, DATED AUGUST 17, 1979 AND RECORDED MARCH 18, 1990 IN DEED BOOK 4510 PAGE 369, ALL IN THE RECORDS OF MONTGOMERY COUNTY, PENNSYLVANIA.

AND FURTHER DESCRIBED AS FOLLOWS AS TO PARCEL NO. 46-00-00340-40-6:

ALL BUILDINGS AND IMPROVEMENTS LOCATED ON THAT CERTAIN PARCEL OF LAND SITUATE IN MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER OF LANDS OF HOWARD W. RICE AND IN BETHLEHEM PIKE (ROUTE 309) SAID POINT BEING SOUTH 1 DEGREE 45 MINUTES 15 SECONDS WEST 586.95 FEET FROM THE CENTERLINE OF MONTGOMERYVILLE PIKE (NORTH WALES ROAD); THENCE ALONG BETHLEHEM PIKE (ROUTE 309) SOUTH 1 DEGREE 15 MINUTES 30 SECONDS EAST 189.45 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, THE RADIUS OF WHICH IS 1,432.69 FEET, AN ARC DISTANCE OF 119.41 FEET TO A CORNER OF LANDS OF ENGLESIDE REALTY; THENCE ALONG LANDS OF ENGLESIDE REALTY AND DANCE OIL SERVICE CO. THE FOLLOWING 2 COURSES AND DISTANCES (1) SOUTH 64 DEGREES 49 MINUTES WEST 320.32 FEET TO A POINT; (2) SOUTH 24 DEGREES 42 MINUTES EAST 353.17 FEET TO A POINT BEING A CORNER OF THE MONTGOMERYVILLE ASSOCIATES PARCEL; THENCE ALONG THE MONTGOMERYVILLE ASSOCIATES PARCEL THE FOLLOWING 6 COURSES AND DISTANCES: (1) SOUTH 80 DEGREES 00 MINUTES WEST 450.60 FEET TO A POINT; (2) SOUTH 10 DEGREES 00 SECONDS EAST 230 FEET TO A POINT; (3) SOUTH 80 DEGREES 00 MINUTES WEST 150 FEET TO A POINT; (4) SOUTH 10 DEGREES 00 MINUTES EAST 35 FEET TO A POINT; (5) SOUTH 80 DEGREES 00 MINUTES WEST 506.84 FEET TO A POINT; (6) NORTH 10 DEGREES 00 MINUTES WEST 516.94 FEET TO A POINT LOCATED IN LINE OF LANDS OF CYRIL CORRIGAN; THENCE ALONG SAID LANDS OF CYRIL CORRIGAN, NORTH 56 DEGREES 00 MINUTES EAST 65.58 FEET TO A POINT LOCATED IN LINE OF LANDS OF MONTGOMERYVILLE ASSOCIATES PARCEL; THENCE ALONG THE MONTGOMERYVILLE ASSOCIATES PARCEL THE FOLLOWING 5 COURSES AND DISTANCES: (1) SOUTH 34 DEGREES 00 MINUTES EAST 30.60 FEET TO A POINT; (2) ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, THE RADIUS OF WHICH IS 1,016.50 FEET, AN ARC DISTANCE OF 95.77 FEET TO ITS POINT OF TANGENCY; (3) NORTH 63 DEGREES 23 MINUTES 8 SECONDS EAST 250.67 FEET TO A POINT; (4) NORTH 34 DEGREES 00 MINUTES WEST 170.64 FEET TO A POINT; (5) SOUTH 56 DEGREES 00 MINUTES WEST 55 FEET TO A POINT LOCATED IN LINE OF LANDS OF WALTER T. SUPINA; THENCE ALONG LANDS OF WALTER T. SUPINA, NORTH 34 DEGREES 00 MINUTES WEST 300 FEET TO POINT LOCATED IN THE CENTERLINE OF MONTGOMERYVILLE PIKE (NORTH WALES ROAD); THENCE ALONG THE CENTERLINE OF MONTGOMERYVILLE PIKE (NORTH WALES ROAD), NORTH 56 DEGREES

EXHIBIT A

(Continued)

00 MINUTES EAST 95 FEET TO A POINT BEING A CORNER OF THE MONTGOMERYVILLE ASSOCIATES PARCEL; THENCE ALONG THE MONTGOMERYVILLE ASSOCIATES PARCEL THE FOLLOWING FOUR COURSES AND DISTANCES: (1) SOUTH 34 DEGREES 00 MINUTES EAST 464.92 FEET TO A POINT; (2) NORTH 63 DEGREES 23 MINUTES 8 SECONDS EAST 33.29 FEET TO A POINT OF CURVATURE; (3) ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, THE RADIUS OF WHICH IS 650 FEET, AN ARC DISTANCE OF 302.53 FEET TO A POINT; (4) NORTH 49 DEGREES 21 MINUTES 30 SECONDS EAST 102.18 FEET TO A POINT BEING A CORNER OF LANDS OF MATHILDA JOHNSON AND AMY E. JOHNSON; THENCE ALONG LANDS OF MATHILDA JOHNSON AND AMY E. JOHNSON, JOSEPH BORIS AND HOWARD W. RICE, NORTH 49 DEGREES 21 MINUTES 30 SECONDS EAST 543.61 FEET TO A POINT, THE PLACE OF BEGINNING.

BEING THE SAME BUILDING AND IMPROVEMENTS WHICH FEDERATED RETAIL HOLDINGS, INC., A NEW YORK CORPORATION, SUCCESSOR TO THE MAY DEPARTMENT STORES COMPANY, BY SPECIAL WARRANTY DEED DATED JUNE 1, 2006, RECORDED IN THE MONTGOMERY COUNTY COMMISSIONERS REGISTRY (THE "OFFICIAL RECORDS") IN BOOK 05609, PAGE 1556, GRANTED AND CONVEYED UNTO MONTGOMERY DEPARTMENT INVESTORS, L.P., A DELAWARE LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 48% TENANCY-IN-COMMON INTEREST, AND UNTO BDS MONTGOMERY MALL PORTFOLIO, L.P., A DELAWARE LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 52% TENANCY-IN-COMMON INTEREST.

TOGETHER WITH THE TERMS AND CONDITIONS OF LEASE BY AND BETWEEN FEE OWNER AND WANAMAKER DATED FEBRUARY 26, 1975; AS AFFECTED BY A FIRST UNRECORDED LETTER AGREEMENT DATED FEBRUARY 26, 1975 BETWEEN FEE OWNER AND WANAMAKER; AS AFFECTED BY A SECOND UNRECORDED LETTER AGREEMENT DATED FEBRUARY 26, 1975 BETWEEN FEE OWNER AND WANAMAKER; AS AFFECTED BY A THIRD UNRECORDED LETTER AGREEMENT DATED FEBRUARY 26, 1975 BETWEEN FEE OWNER AND WANAMAKER; A MEMORANDUM THEREOF BEING RECORDED IN BOOK 4061 PAGE 60 OF THE OFFICIAL RECORDS; AS AFFECTED BY A FIRST AMENDMENT TO LEASE DATED AS OF OCTOBER 8, 1975 BETWEEN FEE OWNER AND WANAMAKER, RECORDED IN BOOK 4190, PAGE 78 IN THE OFFICIAL RECORDS; AND SUPPLEMENT THERETO DATED MARCH 9, 1977, RECORDED IN BOOK 4190 PAGE 76 OF THE OFFICIAL RECORDS; AS ASSIGNED BY ASSIGNMENT AND ASSUMPTION AGREEMENT DATED AS OF APRIL 14, 1977 BETWEEN WANAMAKER, AS ASSIGNOR, AND WINDSOR CORPORATION N.Y. ("WINDSOR"), AS ASSIGNEE, RECORDED IN BOOK 4193, PAGE 388 IN THE OFFICIAL RECORDS; AS AFFECTED BY MEMORANDUM OF SUBLEASE DATED AS OF APRIL 14, 1977 BETWEEN WANAMAKER AND WINDSOR; RECORDED IN BOOK 4193, PAGE 392 IN THE OFFICIAL RECORDS; AS AMENDED BY SECOND AMENDMENT TO LEASE DATED AS OF AUGUST 23, 1978 BETWEEN FEE OWNER AND WINDSOR, RECORDED IN BOOK 4467, PAGE 320 IN THE OFFICIAL RECORDS; AS AMENDED BY THIRD AMENDMENT TO LEASE DATED AS OF AUGUST 17, 1979 BETWEEN FEE OWNER, WINDSOR, AND WANAMAKER, RECORDED IN BOOK 4510, PAGE 486 IN THE OFFICIAL RECORDS; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION AGREEMENT DATED AS OF FEBRUARY 22, 1993 BETWEEN WINDSOR, AS ASSIGNOR, AND WANAMAKER, AS ASSIGNEE, RECORDED IN BOOK 5035, PAGE 563 IN THE OFFICIAL RECORDS; AS AFFECTED BY PARTIAL TERMINATION OF AGREEMENT AND SUBLEASE DATED AS OF FEBRUARY 22, 1993 BETWEEN WINDSOR AND WANAMAKER, RECORDED IN BOOK 6035, PAGE 568 IN THE OFFICIAL RECORDS; AS AFFECTED BY ORDER FROM U.S. BANKRUPTCY COURT OF THE SOUTHERN DISTRICT OF NEW YORK AND ASSET PURCHASE AGREEMENT DATED AS OF AUGUST 8, 1995, RECORDED IN BOOK 5123, PAGE 456 IN THE OFFICIAL RECORDS; AS AFFECTED BY IMPROVEMENTS DEED DATED AS OF AUGUST 23, 1995 FROM WANAMAKER TO MAY RECORDED IN BOOK 5123, PAGE 590 IN THE OFFICIAL RECORDS; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE AND OTHER CONTRACTS DATED AS OF AUGUST 23, 1995 BETWEEN WANAMAKER, AS ASSIGNOR, AND MAY, AS ASSIGNEE, RECORDED IN BOOK 5123 PAGE 593 IN THE OFFICIAL RECORDS; AS AFFECTED BY BLANKET CONVEYANCE, BILL OF SALE AND ASSIGNMENT BETWEEN FEDERATED RETAIL HOLDINGS, INC. (SUCCESSOR IN INTEREST TO MAY) AND BDS MONTGOMERY MALL PORTFOLIO, L.P., AS TO AN UNDIVIDED 52% TENANCY-IN-COMMON INTEREST, AND MONTGOMERY

EXHIBIT A

(Continued)

DEPARTMENT INVESTORS, L.P., AS TO AN UNDIVIDED 48% TENANCY-IN-COMMON INTEREST, DATED AS OF JUNE 1, 2006, RECORDED IN THE OFFICIAL RECORDS IN BOOK 05609 PAGE 1588 (AS SO AMENDED. ASSIGNED AND AFFECTED, THE "GROUND LEASE")

TAX ID / PARCEL NO. 46-00-00340-00-1, 46-00-00340-20-8, 46-00-00340-30-7, 46-00-00340-40-6 AND 46-00-00340-50-5

(AS TO THE FEE)

BEING THE SAME PREMISES WHICH MONTGOMERYVILLE ASSOCIATES, INC., A PENNSYLVANIA CORPORATION BY DEED DATED 11-12-1975 AND RECORDED 11-14-1975 IN MONTGOMERY COUNTY IN DEED BOOK 4069 PAGE 115 CONVEYED UNTO MONTGOMERYVILLE ASSOCIATES, A JOINT VENTURE, IN FEE.

BEING THE SAME PREMISES WHICH MONTGOMERYVILLE ASSOCIATES, INC., A JOINT VENTURE BY DEED DATED 9-26-1980 AND RECORDED 11-12-1980 IN MONTGOMERY COUNTY IN DEED BOOK 4579 PAGE 455 CONVEYED UNTO MONTGOMERYVILLE ASSOCIATES, A JOINT VENTURE, IN FEE.

BEING THE SAME PREMISES WHICH MONTGOMERYVILLE ASSOCIATES, A JOINT VENTURE BY DEED DATED 3-9-1978 AND RECORDED 3-30-1978 IN MONTGOMERY COUNTY IN DEED BOOK 4289 PAGE 281 CONVEYED UNTO MONTGOMERYVILLE ASSOCIATES, A JOINT VENTURE, IN FEE.

BEING THE SAME PREMISES WHICH MONTGOMERYVILLE ASSOCIATES, A JOINT VENTURE BY DEED DATED 6-15-1976 AND RECORDED 8-4-1976 IN MONTGOMERY COUNTY IN DEED BOOK 4129 PAGE 288 CONVEYED UNTO MONTGOMERYVILLE ASSOCIATES, A JOINT VENTURE, IN FEE.

BEING THE SAME PREMISES WHICH SUBURBAN ATLANTIC STATES GAS CO. OF PA, INC., BY DEED DATED 5-14-1976 AND RECORDED 5-19-1976 IN MONTGOMERY COUNTY IN DEED BOOK 4107 PAGE 31 CONVEYED UNTO MONTGOMERYVILLE ASSOCIATES, A JOINT VENTURE, IN FEE.

BEING THE SAME PREMISES WHICH ALFRED J. RICCI, ACTING SHERIFF BY DEED DATED 2-2-2011 AND RECORDED 5-10-2011 IN MONTGOMERY COUNTY IN DEED BOOK 5800 PAGE 1318 CONVEYED UNTO 213-36 MONTGOMERY HOLDINGS LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP, IN FEE AND BY ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND IMPROVEMENTS FROM 213-36 MONTGOMERY HOLDINGS LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP TO MALL AT MONTGOMERY, L.P., A DELAWARE LIMITED PARTNERSHIP DATED OCTOBER 21, 2011 AND RECORDED OCTOBER 27, 2011 IN DEED BOOK 5817, PAGE 1342

(AS TO THE LEASEHOLD)

AND BY MEMORANDUM OF LEASE DATED APRIL 22, 2014 BY AND BETWEEN MONTGOMERYVILLE ASSOCIATES, A PENNSYLVANIA GENERAL PARTNERSHIP, AS LANDLORD, AND MALL AT MONTGOMERY L.P., A DELAWARE LIMITED PARTNERSHIP, AS TENANT, RECORDED 4-22-2014 IN THE MONTGOMERY COUNTY RECORDER OF DEEDS OFFICE IN DEED BOOK 5910 PAGE 1581.

EXHIBIT "B"

CERTIFIED COPY OF ORDER DATED NOVEMBER 9, 2021

Case# 2021-08504-15 Docketed at Montgomery County Prothonotary on 1/10/2021 4:39 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

4. Section 2(v) of the Receiver Order authorizes the Receiver to market and sell the Property.
5. By Agreement for Sale and Purchase of Property dated October 22, 2021 (the "Purchase Agreement"), the Receiver agreed to sell the Property to Montgomery Mall Realty Holdings, LLC ("Buyer"), for a purchase price of \$55,000,000.00 (the "Sale").
6. Buyer is not affiliated with Lender, Borrower/Mortgagor or the Receiver.
7. The Sale is in the best interest of the parties.
8. The purchase price of the Sale is within five percent of the most recent appraised value of the Property.
9. The Property is being sold to Buyer free and clear of all mortgages, security interests, liens, claims, encumbrances and interests of any kind or nature whatsoever (the "Liens"), excluding only any liens for real estate taxes, municipal liens and assessments, liens for water and sewer charges, and liens for special assessments to the extent they have priority over the lien of plaintiff's mortgage (the "Excluded Liens").
10. The Receiver will cause any Excluded Liens to be satisfied in full at the closing of the Sale.
11. Following satisfaction of the Excluded Liens, if any, the Receiver shall distribute the net sale proceeds to Lender in satisfaction of Lender's liens on the Property.
12. Lender caused notice of the Sale to be published in both *The Philadelphia Inquirer* and *The Reporter* newspapers on October 14, 2021
13. No bona fide offer to purchase the Property has been submitted to the Receiver.

Case# 2021-09504-15 Docketed at Montgomery County Prothonotary on 11/02/2021 4:39 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Cases Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

14. Defendants have consented to the Sale, and there is no applicable redemption period for defendants or any other lienholders.

15. Section 12.15(b) of the Purchase Agreement provides in part that "[t]his Agreement and the obligations and liability of Seller under this Agreement and any document referenced herein is expressly subject to the approval of the Court of Common Pleas of Montgomery County, Pennsylvania, and entry of the Sale Order by the Court of Common Pleas of Montgomery County, Pennsylvania in the Foreclosure Actions." (Purchase Agreement § 12.15.)

Now, therefore, based upon the foregoing findings, it is ORDERED that the Motion be and hereby is GRANTED and that:

(a) The Sale is approved and confirmed on the terms and conditions set forth in the Purchase Agreement; and

(b) The Receiver is authorized to execute a deed and such other documentation as may be necessary or deemed appropriate by the Receiver to effect the transfer of title to the Property pursuant to the Sale and that Buyer and any title company insuring Buyer's title to the Property and/or any mortgage granted by Buyer may rely on such deed or other documentation as well as this Order.

BY THE COURT:


J.

STATE OF GEORGIA)
 COUNTY OF Forsyth) SS

On this, the 17th day of November, 2021, before me, a Notary Public, the undersigned officer, personally appeared Gregory T. Maloney, who acknowledged himself to be the Receiver for certain real property located at 230 Montgomery Mall, North Wales, PA, a/k/a Montgomery Mall, pursuant to that certain Stipulated Order for Appointment of Receiver entered June 24, 2021 by the Court of Common Pleas of Montgomery County, Pennsylvania in case captioned, and Wilmington Trust, National Association, as Trustee, et al. v. Montgomeryville Associates, Civil Action No. 2021-09505, and that he, as such Receiver, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as Receiver.

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



M. Rende
 Notary Public **M. Rende**

Certificate of Residence

The undersigned does hereby certify that Grantee's precise residence is o/o Kohan Retail Investment Group LLC, 1010 Northern Blvd., Ste 212 Great Neck NY 11021

Witness my hand this 16th day of November, 2021.



Joseph M. Saponaro

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
46-00-00340-00-1 MONTGOMERY TOWNSHIP
804 BETHLEHEM PIKE
MONTGOMERYVILLE ASSOCIATES INC \$15.00
B 010 L U 006 4545 02/02/2022 JW

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
46-00-00340-50-5 MONTGOMERY TOWNSHIP
804 BETHLEHEM PIKE
MONTGOMERYVILLE ASSOCIATES \$15.00
B 010 L U 046 4230 02/02/2022 JW

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
46-00-00340-20-8 MONTGOMERY TOWNSHIP
804 BETHLEHEM PIKE
MONTGOMERYVILLE ASSOCIATES \$15.00
B 010 L U 038 4230 02/02/2022 JW

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
46-00-00340-30-7 MONTGOMERY TOWNSHIP
804 BETHLEHEM PIKE
MONTGOMERYVILLE ASSOCIATES \$15.00
B 010 L U 040 4230 02/02/2022 JW

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
46-00-00340-40-6 MONTGOMERY TOWNSHIP
804 BETHLEHEM PIKE
213-36 MONTGOMERY HOLDINGS LP \$15.00
B 010 L U 041 4293 02/02/2022 JW

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #12

SUBJECT: Proclamation of Arbor Day for Tree City USA
MEETING DATE: April 25, 2024
BOARD LIAISON: Tanya Bamford
INITIATED BY: Marianne McConnell, Asst. Director Planning & Zoning

BACKGROUND:

The Shade Tree Commission sponsors an annual event to celebrate Arbor Day. This year, the Roy Rodriguez Annual Arbor Day Tree Give-Away will be held on Saturday, April 27, 2024 at the Montgomery Township Building Gazebo Park. Montgomery Township has also been named as a 2023 Tree City USA and Growth Award recipient. This has been the 27th year that the Township has been a Tree City USA recipient and the 23rd year that the Township has been awarded the Growth Award.

BUDGET IMPACT:

\$5,000 has been budgeted for this event.

RECOMMENDATION:

The members of the Shade Tree Commission would like to extend an invitation to the Board of Supervisors to attend this annual event on Saturday, April 27, 2024 to celebrate Arbor Day.

MOTION/RESOLUTION:

NOW, THEREFORE, the Board of Supervisors of Montgomery Township, Pennsylvania, do hereby proclaim Saturday, April 27, 2024 as Arbor Day in Montgomery Township, and

We urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this the 25th day of April 2024.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for the vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #13

SUBJECT: Approve Design of New Bark Park Sign
MEETING DATE: April 25, 2024
BOARD LIAISON: Candyce Fluehr Chimera, Chairwoman
INITIATED BY: Greg Reiff, Public Works Director

BACKGROUND:

Included in the 2024 Budget is a sign for the new Montgomery Township Bark Park located at 1101 Knapp Road. Enclosed are three (3) proposed designs from Display & Sign Center. The designs were taken before the Montgomery Township Park Board on Wednesday, April 10, 2024, and the Park Board made a recommendation of Design "A".

BUDGET IMPACT:

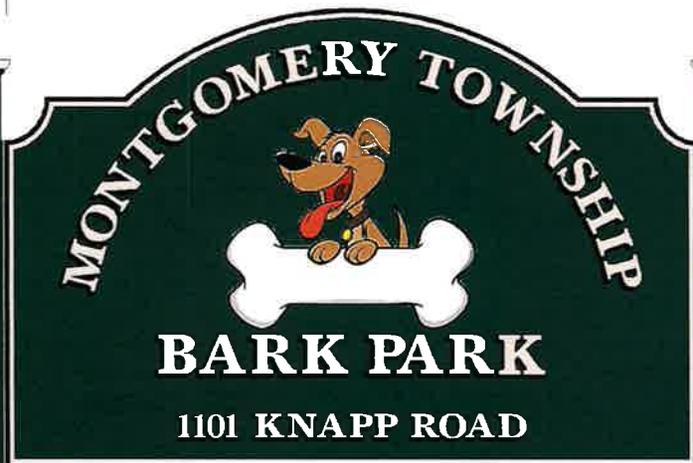
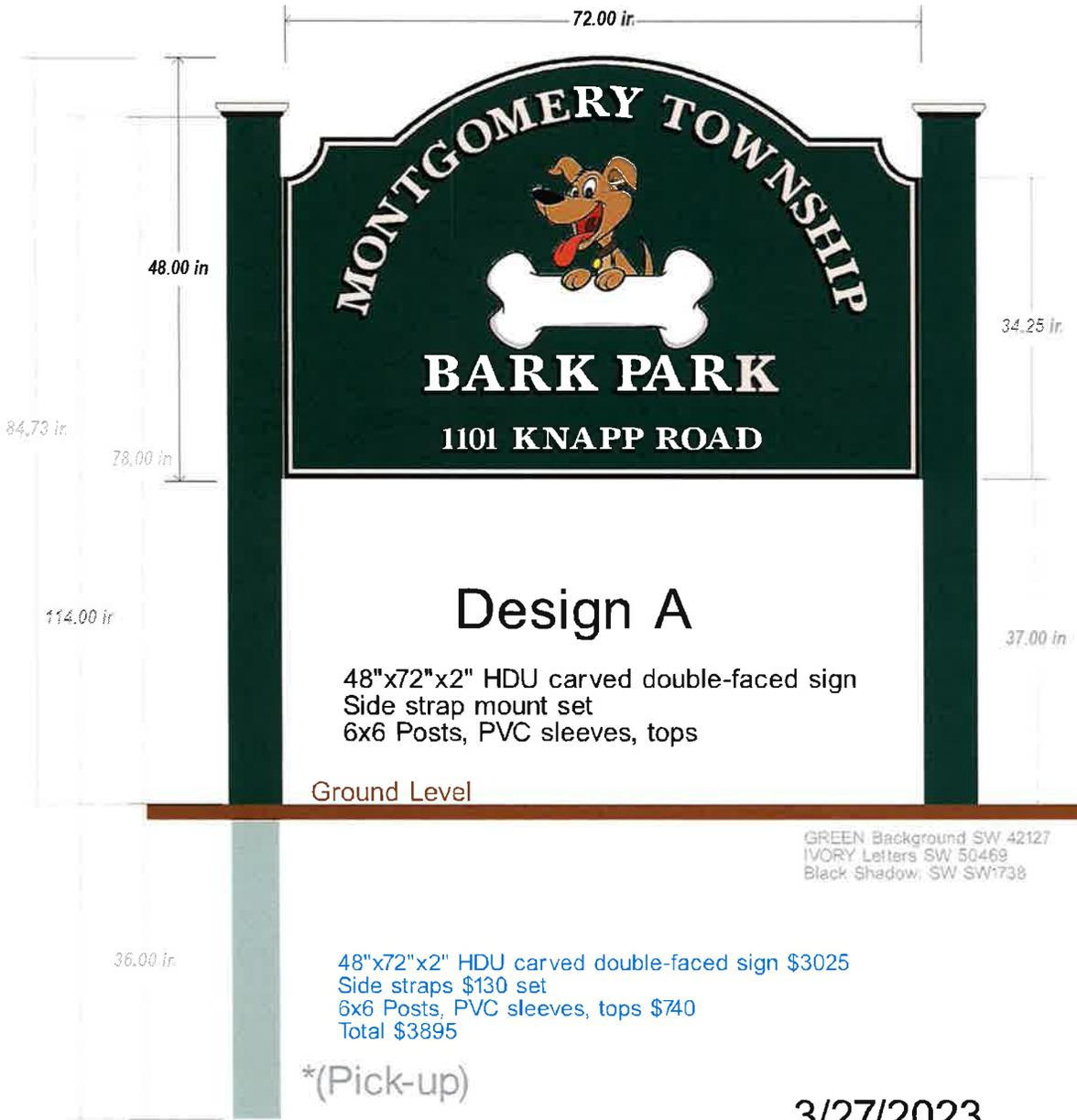
RECOMMENDATION:

For the Board of Supervisors to approve a design choice for the new Montgomery Township Bark Park sign.

MOTION/RESOLUTION:

Motion to approve a design choice "A", "B" or "C" for the new Montgomery Township Bark Park sign.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.



Design A

48"x72"x2" HDU carved double-faced sign
 Side strap mount set
 6x6 Posts, PVC sleeves, tops

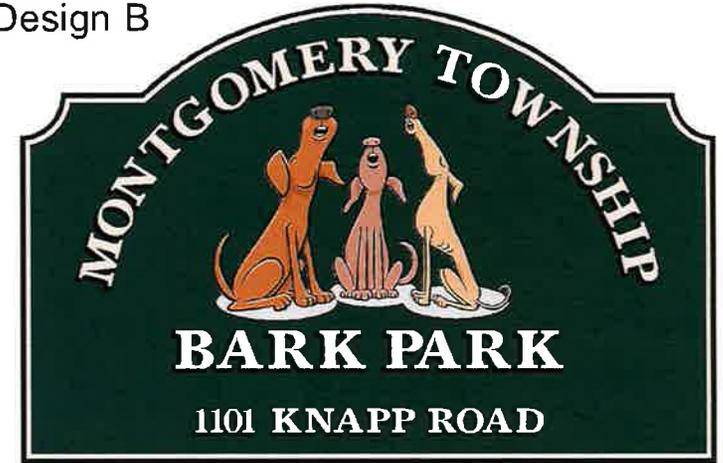
Ground Level

GREEN Background SW 42127
 IVORY Letters SW 50469
 Black Shadow: SW 738

48"x72"x2" HDU carved double-faced sign \$3025
 Side straps \$130 set
 6x6 Posts, PVC sleeves, tops \$740
 Total \$3895

*(Pick-up)

Design B



34.25 in

37.00 in



Design C

3/27/2023



PROOF: PLEASE REPLY BY E-MAIL OR FAX TO INITIATE ORDER:

P.O. Box 74, 5 New Galena Road, Line Lexington, PA 18932
 (215) 822-9469 FAX (215) 822-0432
 email - displayandsign@verizon.net

Once you approve this artwork we will begin the custom manufacturing of your order. Please note your approval will hold you financially responsible for this order. Please review carefully all spelling numbers and punctuation is correct per this proof. Any misspelling will be subject to correction charges. Due to monitor and printing variations the colors used on this proof are not an exact match to the actual colors that will be produced. If colors are critical please pick actual color swatches or request color samples. Please check with your township to see if a permit is required for your sign. Permits are the customers responsibility. Installation or delivery is additional unless otherwise stated.

Signed _____ Date _____

Any past due payments are subject to a 2% monthly charge. Any returned checks are subject to a \$25.00 fee and are due within 10 days. Our prices are discounted for cash or check payment, a credit card convenience fee will apply using a credit card.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #14

SUBJECT: Authorize Advertisement of Bid for Gymnasium Floor Replacement
MEETING DATE: April 25, 2024
BOARD LIAISON: Tanya C. Bamford
INITIATED BY: Floyd Shaffer, Community & Recreation Center Director
Carolyn McCreary, Township Manager

BACKGROUND:

The Community and Recreation Center (CRC) is approaching its ninth year in operation. In addition to internal planning for its capital replacement needs, the Township contracted with D'Huy engineering to evaluate the building and develop a plan for future expenditures based on a variety of factors including existing physical condition, energy/sustainability impact, number of people affected daily, and life expectancy.

With the completion of the exterior concrete work, the staff has now turned our attention to the gymnasium floor which has had issues since the building's opening. Staff proposes working with D'Huy Engineering to specify details of the project, and draft the bid document.

BUDGET IMPACT:

This project is included in the 2024 capital budget at an estimated cost of \$225,000.00

RECOMMENDATION:

Staff recommends the Board authorize the advertisement of the bid so staff can work with the engineers to develop the document and get it out to bid as soon as possible.

MOTION/RESOLUTION:

Motion to authorize the preparation and advertisement of the bid on PENNBID for the replacement of the gymnasium floor at the Community and Recreation Center.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #15

SUBJECT: Authorization to Bid Traffic Signal Preemption Upgrades
MEETING DATE: April 25, 2024
BOARD LIAISON: Candyce Fluehr Chimera, Chairwoman
INITIATED BY: Greg Reiff, Public Works Director

BACKGROUND:

Included in the 2024 Budget are upgrades to traffic signal preemption systems, which would convert them from the current less reliable audible system to the more reliable optical system for the safety of emergency responders (Police, Fire and Ambulance) and motoring public when responding to emergency calls. This will be a multiphase/year project and will begin with upgrading several intersections along the Route 463 (Horsham Road) corridor and the County Line Road corridor. Competitive bids will be solicited utilizing the PennBid website.

BUDGET IMPACT:

A total of \$100,000.00 was included in the 2024 Capital Investment Plan for upgrading the traffic signal preemption systems.

RECOMMENDATION:

It is recommended the Board of Supervisors approve the authorization for the advertisement of the bid.

MOTION/RESOLUTION:

Motion to authorize the advertisement of the bid for the upgrades to the traffic signal preemption systems utilizing PennBid.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #16

SUBJECT: Consider Authorization for the Sale of Municipal Equipment by Online Auction
MEETING DATE: Thursday, April 25, 2024
BOARD LIAISON: Candyce F. Chimera
INITIATED BY: Brian Shapiro, Director of Finance

BACKGROUND:

The Township, by resolution, is authorized to dispose of surplus assets through Municibid, an online auction company. Municibid assesses fees to the buyer only. The buyer fees are aggregated. There are no charges or fees assessed to the seller. The administration of the bid will be handled by Township staff. The Township will have to meet the advertisement requirements as outlined in the Second-Class Township Municipal Code.

The following items are available to be sold through Municibid:

1. 10' foot snow plow
2. 202 Jacobsen HR 9016
3. 2003 Smithco Super Rake
4. 2005 Chevy Tahoe (VIN 1GNEK13V95J242484)
5. 2012 Kubota ZD 331
6. 2016 Kubota ZD 1211
7. 2017 Kubota ZD 1511
8. Assorted Motorola Radios
9. Oil Fluid System - 60 Gallon oil containment system with rack and pump
10. Microsoft Surface Pro i5-7300U @ 2.6GHz (qty. 2)
11. Microsoft Surface Pro i7-1065G7 @ 1.3GHz
12. Microsoft Surface Pro i5-1035G4 @1.1GHz
13. Dell Laptop Latitude E6420
14. Dell Laptop Latitude E6430
15. Dell Laptop Inspiron 7437
16. Dell Laptop precision 7510
17. Cisco 2960X, Network Switch (qty. 2)

BUDGET IMPACT:

The Township estimates a total of \$15,000 in revenue from the sale of equipment at auction.

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the sale of the above-listed items through the online auction company Municibid. Once the bids are awarded, the BOS will need to pass a resolution authorizing the sale.

MOTION/RESOLUTION:

Motion to authorize the sale of the above-listed equipment through the online auction company Municibid.

- 1) Motion by: _____ Second by: _____
- 2) Chair will ask for public comment.
- 3) Chair will call for vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #17

SUBJECT: New Business – Department Reports
MEETING DATE: April 25, 2024
BOARD LIAISON:
INITIATED BY: Candyce Fluehr Chimera, Chairwoman

BACKGROUND:

The Township staff has prepared reports for the month of March. If there are any questions, the Department Directors will be available to answer them at the public meeting.

Additionally, this is an opportunity for staff to bring items or issues to the Board of Supervisors of interest or for which they need input or direction.

ADMINISTRATION REPORT

March 2024

Administrative Matters (Township Manager)

- Met Department Heads and direct reports individually to discuss operations and outstanding issues.
- Attended AGRiP Governance Conference as Executive Board member of the Delaware Valley Trusts.
- Hosted the monthly Montgomery County Consortium meeting at the CRC and moderated a panel discussion on local Police Departments' recruitment and retention challenges.
- Held meeting for CRC project update with staff, professionals and the contractor.
- Met with Human Resources Administrator to plan staff retreat.
- Recorded first Township podcast with Public Information Coordinator and IT staff.
- Attended PA Labor Relations Advisory Service (PELRAS) conference at State College.
- Participated in the APMM Conference Planning Committee meeting.
- Attended BDP meeting and provided Township update to the members.
- Attended monthly DVHT Executive Committee meeting.
- Attended virtual Montgomery County Consortium Executive Committee meeting.
- Participated in virtual meetings of the Wissahickon Stormwater Management and Technical Subcommittees, serving as Co-Chair.
- Attended retirement dinner for North Wales Regional Library Director.
- Met with Planning Consultant to discuss the Whistlestop Park improvement project.
- Attended VMSC pre-board meeting and monthly VMSC Board meeting.
- Attended Chamber of Commerce event as Board member: Meet the County Commissioners.
- Held agenda preparation meetings with Department Heads.
- Held separate meetings with Engineer, Traffic Engineer, and Solicitor to discuss ongoing matters.
- Continued virtual 12-week course with the ICMA Leadership Academy.

Public Information

- Ongoing communication with Township residents, businesses, and staff utilizing the various communication channels.
- Promotion of Recreation & Community events and programs.
- Recorded episodes for the "We Are Montgomery Township" podcast.
- Worked on the upcoming Spring newsletter.
- Documented Officer Rob Johnson's Last Shift with photos and videos.
- Attended the following meetings:
 - BDP
 - Staff Safety Committee
 - COOP – Communications
 - Regional Public Information Consortium
 - Comcast – Municipal Update Webinar

Human Resources

- Reviewed applications for Kids U summer program.
- Prepared and emailed 48 offer letters to Kids U candidates.
- Monitored Kids U candidate responses, organized paperwork, and completed follow-up emails for missing information.
- Met with CRC staff to plan out Kids U orientation and training.
- Organized and assisted with the onsite Biometric Screening event.
- Attended PELRAS 2024 in State College, PA.
- Attended the Safety Committee meeting.
- Conducted onboard orientation for CRC Facilities Supervisor (PT) new hire.
- Facilitated the Biometric Screening Event - 33 employees attended.
- Facilitated Meeting for WC case.

Community and Recreation Center Report
March 2024

March 2024 bid adieu to the winter season and welcomed Spring 2024. The unpredictable weather in March assisted the Community Recreation Center (CRC) in achieving large daily attendance and participation numbers throughout the month. The entire facility was “buzzing with activity each and every day.

Below is a listing of highlighted CRC Programs, Special Events, and Facility Usage during the month of March 2024:

- Group Fitness classes continue to fill the gymnasium and our event rooms six days/evenings per week.
- Our Spring Craft Fair was held on Saturday March 9th. Over 40 vendors participated. The day was highlighted by photo opportunities featuring the Easter Bunny. Pizza and refreshments were available.
- Montgomery Youth Basketball completed the 2024 season. The playoffs were held the weekend of March 15,17, and March 17.
- Our Adult Basketball League had 10 teams playing each Wednesday evening during March. The popular team activity will continue with a Spring/Summer league beginning in April.
- After-school programs in gym (Superstar Sports) classes for ages 5-12 took place on Thursdays.
- Indoor flag football dominates on Monday evenings. The league has become a fixture during the late fall and winter in our facility.
- The Red Cross CPR certification course attracted 12 students on March 12th.
- The Red Cross conducted a community Blood Drive on March 20th.
- Preschool classes such as Messy Art, Get Up and Move, Science Discovery, and North Wales Library Storytime provided positive group interaction/socialization for young children.

- Three different family painting events were conducted during the month. Budding artists young and old enjoyed displaying their talents.
- Notable Special events in our facility in March were:
 - 1) Lakeside Schools conducted their annual team building event On March 6th.
 - 2) The PAL (Police Athletic League) played pickleball. The activity featured pickleball and a pizza lunch with police officers.
 - 3) The Laurel House Art Show was presented on March 22nd.
- Facility Rentals were steady during March.
- Senior Afternoon Trivia once again filled the Community room on March 19th.
- Registration for Kids University 2024 was once again a quick sellout on March 18th. Our 8-week program begins Monday June 17th. Montgomery Elementary is the “home base.”

***** I would like to take a moment to recognize my entire **Staff**. The CRC has evolved into a true Community Center. Their enthusiasm, dedication, and patience are just a few of the reasons our operation has become a true asset to the entire Montgomery Township community.

We are looking forward to coordinating a busy Spring and Summer program both inside and outside of the CRC. Our main goal this season is to increase the utilization of the amazing outdoor amenities that are within the Montgomery Township Parks system.

Floyd S. Shaffer, Community Recreation Center Director



Montgomery Township Inter-Office Memo

To: Carolyn McCreary, Township Manager
From: Brian Shapiro, Director of Finance
Date: 04/25/2024
Subject: March Finance Committee Report

Attached is a revenue and expenditure report as of 03/31/24 for the Montgomery Township 2024 budget. The 2023 numbers are not finalized, as accruals and audit adjustments still need to be recorded.

2024 Budget Summary – as of 03/31/24:

The General Fund's total revenues are \$3,123,785, or 19.74% of the total budget. Primary revenue sources (Act 511 Taxes) comprise \$2,714,930 (86.91%) of total revenues.

Total Earned Income Taxes collected are \$1,618,646 (25.10%) of the budgeted \$6,450,000.

Total General Fund expenditures are \$3,685,545, or 23.37% of the total budget.

Real Estate Tax Collections

Total Real Estate Tax Collections is \$<18,436> or <0.33>% of the total \$5,560,000 budget. Most Real Estate Taxes are collected in April and will be received in May.

Interest Earnings

The Township budgeted \$291,000 in interest earnings for 2024. As of 03/31/24, the total interest received is \$249,674, or 85.80% of the budget.

Kids U Revenue (Page 24)

Kids U budgeted \$285,000 for 2024 program fees. The Township has received \$293,946 in revenue as of 03/31/24.

Department Expenditures

Most expenses for this period consist of payroll and benefit costs. Unless noted below, all departments are within budget for this time period.

01-403—Tax Collection (page 5)—As of 03/31/24, total expenditures are at 35.40%. This is due to the one-time payment to the tax collector in March.

01-409—Buildings and Grounds (page 6)—The total department expenditures are \$173,537, or 51.96% of the budget. The annual payment (\$113,814.00) to North Wales Water Authority for the hydrant capacity fee was made in February.

01-483—Employer Paid Benefits (page 9)—The annual MMO for the Police Pension Fund was made in January. This department is at 50.29% of the budget.

Capital Investment Plan

Attached is a listing of approved capital investments for 2024.

| BOS | | | Approved | CIP | Purchase |
|--|---|-----------------|------------------------|------------------------|-----------------|
| Approval | Description | Quantity | Cost | Amount | Method |
| 01/24/22 | 2022 Police Interceptor Utility AWD base (K8A) | 3 | \$ 149,180.05 | \$ 180,000.00 | COSTARS |
| 02/14/22 | Mounting and Installation of Equipment on 18 | 1 | 21,495.10 | 35,000.00 | 3 Quotes |
| 02/14/22 | Toro Z Master 7500D Series Mower | 1 | 23,576.35 | 29,000.00 | COSTARS |
| 02/14/22 | Case 590SN T4 Backhoe | 1 | 152,243.00 | 150,000.00 | COSTARS |
| 02/14/22 | Vibratory Roller | 1 | 65,643.00 | 65,000.00 | COSTARS |
| 02/28/22 | 2021 Police Interceptor Utility AWD - Fire | 1 | 54,269.87 | 90,000.00 | COSTARS |
| 02/28/22 | Fire Gym Equipment | 1 | 9,341.29 | 10,000.00 | 3 Quotes |
| 03/14/22 | 2022 Road Program | 1 | 877,559.80 | 993,979.00 | Bid |
| 03/14/22 | 2022 Peterbilt Dump | 1 | 257,461.00 | 231,000.00 | COSTARS |
| 03/14/22 | Graco GrindLazer | 1 | 7,176.00 | 7,400.00 | |
| 03/14/22 | Route 463 & Kenas Road Traffic Signal Intersection | 1 | 64,097.00 | 90,000.00 | Exempt |
| 03/14/22 | Route 463 & Hartman Road Traffic Signal Intersection | 1 | 51,843.00 | 75,000.00 | Exempt |
| 03/14/22 | Route 63 & Bell Run Blvd. Traffic Signal Intersection | 1 | 64,797.00 | 62,000.00 | Exempt |
| 03/28/22 | Sassafras Stormwater Pipe Replacement Project | 1 | 387,730.00 | 340,000.00 | Bid |
| 03/28/22 | 2022 Curb and Curb Ramp Project | 1 | 115,664.00 | 65,046.00 | Bid |
| 03/28/22 | 2 Canines and Training | 2 | 29,230.04 | 30,000.00 | Exempt |
| 03/28/22 | Emergency Radio Communications & Equipment | 1 | 58,472.28 | - | Bid |
| 04/11/22 | Wi-Fi Upgrades | 1 | 13,490.00 | 20,000.00 | 3 Quotes |
| 05/09/22 | Website Redesign | 1 | 10,000.00 | - | |
| 05/23/22 | Vehicle Mounted License Plate Reader | 2 | 36,604.00 | 30,000.00 | COSTARS |
| 06/13/22 | Whistlestop Court Projects | 1 | 253,499.25 | 250,000.00 | Bid |
| 06/13/22 | 416 Stump Road - Concrete Drainage Correction | 1 | 30,175.00 | - | COSTARS |
| 06/13/22 | Municipal Software | 1 | 248,459.00 | 300,000.00 | RFP |
| 07/11/22 | Route 463 & Hartman Road Traffic Signal Intersection - CO | 1 | 19,552.00 | - | CO |
| 08/22/22 | 2022 Road Program - Change Order | 1 | 18,983.20 | - | Bid |
| 08/22/22 | 309 and Montgomery Mall Access Drive N/S | 1 | 1,264,205.80 | 815,000.00 | Bid |
| 09/12/22 | HVAC System for the IT Server Room | 1 | 7,995.00 | - | Exempt |
| 09/12/22 | Bocce Court - Community Recreation Center | 2 | 102,492.00 | 182,000.00 | Bid |
| 09/12/22 | Bocce Court - Friendship Park | 2 | 109,388.00 | 183,000.00 | Bid |
| 10/10/22 | Squad 18 Fire Truck | 1 | 1,022,385.00 | 1,200,000.00 | COSTARS |
| 10/10/22 | Engine 18 Fire Truck | 1 | 949,718.00 | 1,200,000.00 | COSTARS |
| Total 2022 Capital Investments: | | | \$ 6,476,725.03 | \$ 6,633,425.00 | |

| BOS | | | Approved | CIP | Purchase |
|-----------------|--|-----------------|-----------------|---------------|-----------------|
| <u>Approval</u> | <u>Description</u> | <u>Quantity</u> | <u>Cost</u> | <u>Amount</u> | <u>Method</u> |
| 01/23/23 | 2023 Police Interceptor Utility AWD base (K8A) | 2 | \$ 79,782.00 | \$ 95,000.00 | COSTARS |
| 01/23/23 | Equipment & Labor for 2023 Police Interceptor | 2 | 27,545.43 | 31,000.00 | COSTARS |
| 01/23/23 | 2023 Crew Cab Truck | 1 | 63,450.00 | 65,000.00 | COSTARS |
| 01/23/23 | 2023 Crew Cab Truck | 1 | 92,242.00 | 95,000.00 | COSTARS |
| 01/23/23 | 2023 Dump Truck | 1 | 68,800.00 | 70,000.00 | COSTARS |
| 01/23/23 | 2023 Dump Truck | 1 | 70,670.00 | 88,000.00 | COSTARS |
| 01/23/23 | 2023 Dump Truck | 1 | 58,950.00 | 70,000.00 | COSTARS |
| 01/23/23 | 2023 Dump Truck | 1 | 70,670.00 | 88,000.00 | COSTARS |
| 01/23/23 | 2023 Crew Cab Truck | 1 | 73,450.00 | 65,000.00 | COSTARS |
| 01/23/23 | 2023 Crew Cab Truck | 1 | 92,242.00 | 95,000.00 | COSTARS |
| 01/23/23 | 2023 Ford F550 Bucket Truck | 1 | 216,625.00 | 210,000.00 | COSTARS |
| 01/23/23 | Planning and Zoning Furniture | 1 | 13,059.00 | 15,000.00 | COSTARS |
| 02/13/23 | Battalion 2 Painting | 1 | 8,500.00 | 27,000.00 | 3 Quotes |
| 02/13/23 | Drones | 2 | 25,855.00 | 25,000.00 | Exempt |
| 02/13/23 | SpeedAlert 24 Radar Message Sign Trailer | 1 | 17,365.00 | 18,000.00 | COSTARS |
| 02/13/23 | 2023 Case TV450 skid loader | 1 | 168,071.00 | 170,000.00 | COSTARS |
| 02/13/23 | 2023 Toto Z Master 7500 Zero-Turn Mower | 1 | 26,755.74 | 30,000.00 | COSTARS |
| 02/13/23 | Zero-Turn Infield Groomer | 1 | 29,943.00 | 30,000.00 | Bid |
| 02/13/23 | Proteus Lite Portable System Pipe Camera | 1 | 59,140.00 | 55,000.00 | COSTARS |
| 02/13/23 | Ventrac Broom | 1 | 5,924.10 | 6,000.00 | COSTARS |
| 02/27/23 | K-9 Kennel Doors | 2 | 6,875.00 | 6,500.00 | Quotes |
| 02/27/23 | Treadmills | 6 | 31,323.90 | 30,000.00 | COSTARS |
| 02/27/23 | Plasma Cutter | 1 | 3,261.35 | 5,000.00 | N/A |
| 02/27/23 | Vibratory Plate | 1 | 2,558.00 | 3,000.00 | N/A |
| 02/27/23 | Bollard Lights | 1 | 9,660.00 | 11,000.00 | 3 Quotes |
| 03/14/23 | Desktop Computers | 8 | 14,256.61 | 15,000.00 | COSTARS |
| 03/14/23 | Sidearms and Accessories | 1 | 46,407.39 | 60,000.00 | Bid/COSTARS |
| 03/14/23 | Trench Shoring | 1 | 8,450.00 | 10,000.00 | 3 Quotes |
| 03/14/23 | 2023 Curb and Curb Ramp Project | 1 | 84,588.00 | 99,000.00 | Bid |
| 03/14/23 | 2023 Road Paving | 1 | 1,287,705.34 | 1,667,637.00 | Bid |
| 03/14/23 | K-9 Kennel HVAC Unit | 1 | 9,287.00 | 10,000.00 | 3 Quotes |
| 03/27/23 | Rectangular Flashing Beacons | 2 | 484,017.00 | 481,000.00 | Bid |
| 03/27/23 | Trash/Recycling Cans | 3 | 5,658.26 | 6,000.00 | N/A |
| 03/27/23 | Police Station Renovations | 1 | 54,075.00 | 106,000.00 | 3 Quotes |
| 04/10/23 | 2024 GMC Sierra 3500HD Pickup Truck | 1 | 68,670.00 | 84,500.00 | COSTARS |

Total 2023 Capital Investments (Page Total):

\$ 3,385,832.12 \$ 3,942,637.00

| BOS | | | Approved | CIP | Purchase |
|---|--|-----------------|-------------------|-------------------|---------------|
| <u>Approval</u> | <u>Description</u> | <u>Quantity</u> | <u>Cost</u> | <u>Amount</u> | <u>Method</u> |
| 04/23/23 | Emergency Management Digital System Radio | 1 | \$ 63,387.00 | \$ 89,000.00 | COSTARS |
| 04/23/23 | Zehr Tract Building Demolition | 1 | 233,801.98 | 500,000.00 | Bid |
| 04/23/23 | Peterbilt Dump Trucks | 2 | 532,594.00 | 592,000.00 | COSTARS |
| 05/22/23 | Police Canine | 1 | 13,295.25 | 30,000.00 | N/A |
| 05/22/23 | LED Lighting for Township Building | 1 | 9,023.20 | 24,000.00 | Quote |
| 05/22/23 | Park Sign for Fellowship Park | 1 | 3,865.00 | 6,000.00 | Quote |
| 06/12/23 | Police In-Car Camera System and Body Camera System | 1 | 75,161.03 | 154,000.00 | Sourcwell |
| 06/12/23 | Generator at Battalion 2 Fire Station Replacement | 1 | 26,170.00 | 30,000.00 | COSTARS |
| 07/10/23 | Battalion 1 and 2 Exterior Painting | 1 | 8,007.50 | 18,500.00 | 3 Quotes |
| 07/10/23 | Richardson Road Culvert Replacement | 1 | 285,247.92 | 345,000.00 | Bid |
| 08/14/23 | CRC Exterior Sidewalk and Stair Replacement Project | 1 | 291,450.00 | 80,000.00 | Bid |
| 08/14/23 | Fellowship Park Improvement Project | 1 | 672,069.00 | 650,000.00 | Bid |
| 08/14/23 | DFS Pick Up Truck and Equipment | 1 | 103,845.61 | 120,000.00 | Code |
| 08/28/23 | Switch Replacement - Police Department | 1 | 20,792.85 | - | COSTARS |
| 09/11/23 | Installation of Antenna and Equipment | 1 | 20,300.00 | - | Exempt |
| 09/11/23 | ADA Upgrades at Bethlehem Pike and Gwynedd Crossing | 1 | 79,498.80 | 70,000.00 | Bid |
| 09/26/23 | Knapp Road Dog Park | 1 | 355,123.31 | 235,000.00 | Bid |
| 09/26/23 | Stormwater Improvements | 3 | 192,155.00 | 277,000.00 | Bid |
| 10/09/23 | Fellowship Park Basketball Court Improvements | 1 | 109,819.00 | 87,000.00 | Bid |
| 11/13/23 | Drinking Fountains (Human and Pet Combo) | 5 | 33,488.00 | 20,000.00 | COSTARS |
| 11/27/23 | Traffic Signal Modernization at 309/Taylor/McLaughlin | 1 | 583,789.00 | 479,000.00 | Bid |
| 12/11/23 | Traffic Signal Modernization at 463 and 5 Points Plaza | 1 | <u>269,401.70</u> | <u>264,000.00</u> | Bid |
| Total 2023 Capital Investments (Page Total): | | | \$ 3,982,285.15 | \$ 4,070,500.00 | |
| Total 2023 Capital Investments: | | | \$ 7,368,117.27 | \$ 8,013,137.00 | |

| BOS | | | Approved | CIP | Purchase |
|-----------------|---|-----------------|-----------------|---------------|-----------------|
| Approval | Description | Quantity | Cost | Amount | Method |
| 01/22/24 | Desktop Computers Replacement | 8 | \$ 15,154.64 | \$ 14,000.00 | COSTARS |
| 01/22/24 | Battalion 2 Generator - Change Order | 1 | 10,551.00 | - | COSTARS |
| 02/12/24 | SpeedAlert 24 Radar Message Sign Trailer | 1 | 18,425.13 | 18,500.00 | COSTARS |
| 02/12/24 | Battalion 1 Generator | 1 | 99,774.00 | 100,000.00 | COSTARS |
| 02/12/24 | Elgin Whirlwind-MV Street Sweeper | 1 | 405,934.75 | 400,000.00 | COSTARS |
| 02/26/24 | Traffic Calming Devices - Grays Lane | 1 | 7,578.42 | - | Quotes |
| 02/26/24 | Toro Wing Mower - 16' | 1 | 135,514.06 | 140,000.00 | COSTARS |
| 02/26/24 | Zero Turn Mowers | 2 | 56,924.70 | 54,000.00 | COSTARS |
| 02/26/24 | Police Vehicles | 4 | 253,042.07 | 265,000.00 | COSTARS |
| 03/25/24 | 2024 Curb and Curb Ramp Project | 1 | 163,032.50 | 286,560.00 | Bid |
| 03/25/24 | 2024 Road Paving Projects | 1 | 727,557.00 | 860,000.00 | Bid |
| 03/25/24 | Battalion 1 - Mill and Overlay of Parking Lot | 1 | 81,846.52 | 125,000.00 | Bid |
| 03/25/24 | Township Building and Battalion 2 - Window Treatments | 1 | 14,000.00 | 26,000.00 | COSTARS |
| 04/08/24 | Bedford Lane - Storm Sewer Improvements | 1 | 66,699.50 | 60,000.00 | Bid |
| 04/08/24 | Access Control and CCTV for DPW | 1 | 48,168.98 | 36,500.00 | COSTARS |

Total 2024 Capital Investments (Page Total):

\$ 2,104,203.27 \$ 2,385,560.00

Total Capital Investments:

\$ 15,949,045.57 \$ 17,032,122.00

DEPARTMENT of FIRE SERVICES

March 2024

MONTHLY ACTIVITY REPORT

During March, the Department of Fire Services performed the following activities:

SIGNIFICANT FIRE INCIDENTS

- 03/05/2024, 209 Castle Drive, Vehicle into a Home, Montgomery Township
- 03/15/2024, 1428 Cathy's Lane, Dwelling Fire, Upper Gwynedd Township
- 03/20/2024, 109 Walnut Street, American Shave House Barber, Building Fire, Lansdale Borough
- 03/20/2024, 195 Stump Road, Neshaminy Falls Clubhouse, Building Fire, Montgomery Township
- 03/29/2024, 1 West Main Street, Building Fire, Norristown Borough

ADMINISTRATIVE

Meetings attended during March:

- DFS Staff Meetings & Individual Meetings with Staff
- Department Heads Meetings with Township Manager
- FDMT, FDMT RA, & FDMT Safety Committee Meetings
- Township Staff and Departments
- Township Board of Supervisors Meeting
- Officers and Members of FDMT & FDMT Relief
- FDMT & DFS Officers Meeting
- Public Safety Committee Meeting
- North Penn Region Fire Chiefs & Officers Meeting
- HUB Meetings for Pottstown, Pottsgrove, and Lansdale
- GIS & Emergency Management
- Confined Space Safety Discussions with PW, Fire, and GIS
- Meeting and Demo with HAAS Alerting System
- Township Safety Committee Meeting
- MCORT Presentation with the Police Department
- PACO Building Code Official Updates
- Luxor of Montgomeryville Building Walkthrough
- OSHA 10 Certification Training
- Rope Rescue 4 Training with BCPSTC

COMMUNITY EVENTS & CRR

- 03/08/2024 Officer Johnson's Last Shift
- 03/14/2024 CPR/First AID/ AED Training at Jeep of Lansdale
- 03/16/2024 Celebree Daycare Spring Fling
- 03/23/2024 Blaze of Glory 5K, Fire Police Activity
- 03/26/2024 Thales Fire Safety Training
- 03/26/2024 Hampton Green Homeowners' Association Meeting

FIRE MARSHAL'S OFFICE

Inspections:

- Life Safety Fire Inspections/Re-inspections - 84

- Closed Out Life Safety Inspections- 27
- Fire Marshal Follow Ups- 04
- Smoke Detectors Installations- 04

Plans Review Update:

- Higher Rocks Townhouses
- Penn Medicine Building
- Luv Car Wash
- Raising's Cane Chicken
- Chase Bank
- Taco Bell
- Village of Windsor
- Costco
- Village Tavern Apartment Project
- Montgomeryville Mitsubishi
- Chick-fil-A Drive Thru Redevelopment
- Lloyd Industries Expansion
- Quick Lube of Carolina
- Panera Bread at Airport Square
- Worldwide Stereo Parking Expansion

Fire Investigation:

- 195 Stump Road, Neshaminy Clubhouse, AFMs Reese and Backlund

DEPARTMENTAL TRAINING

The following training occurred during March for the Department:

16 classes (234 staff attended classes) and 795 training hours.

Department Hosted Training

- ESO Fire RMS Training
- Preparation for Initial Company Operations
- Fire Police
- OSHA 10
- Tower 18 Operations
- Rope 4
- Vehicle Rescue Training
- Apparatus Familiarization

Department Attended Training

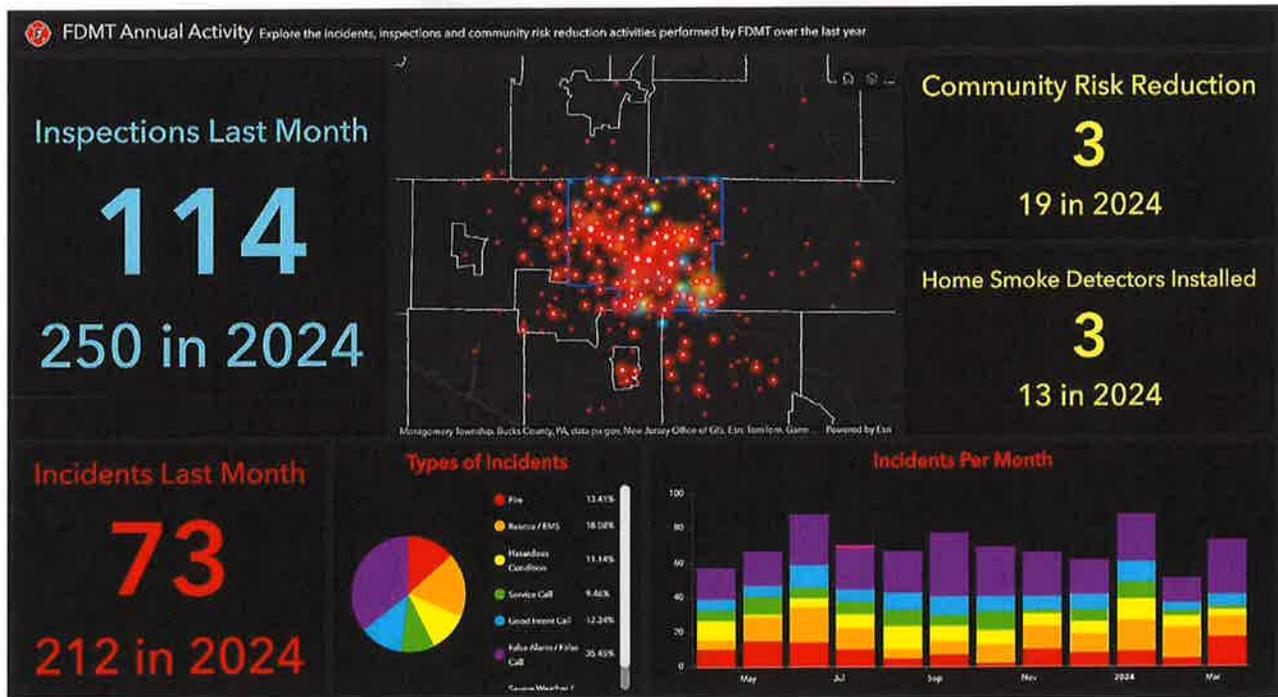
- Active Shooter Training for EMS
- Building Code Official Updates
- Response to Bomb Incidents
- ProBoard Fire Officer 1
- Accident Investigations and Safety Training
- Emerging Technologies in Fire Investigations
- Standard Operating Procedures
- Effective Budgeting for the Fire Official

DEPARTMENTAL OPERATIONS

- The Department held a QRS Information Session with the FDMT. The QRS program will extend to the FDMT later this March.
- The FDMT held welcome meetings for Explorer Post 18.
- Staff participated in a joint OSHA 10 training and certification.
- Staff and Public Works will be working together to ensure the safety of employees entering confined spaces. Fire staff will provide safety, air monitoring, and the completion of a Confined Space Entry Permit. The permit will be completed in the GIS System.
- The Department is working to implement a Regional Response Plan for structure fires that will include common job responsibilities for the initial response in the North Penn Region.
- The Department will host an Post Incident Critique of the Neshaminy Falls Clubhouse Fire on May 19 at the Montgomery Township CRC for all units that responded to the incident.

OFFICE OF EMERGENCY MANAGEMENT & COMMUNITY RISK REDUCTION

- Staff is continuing to develop the Township's Continuity of Operations Plan. Staff are working to refine the Township's Communication Plan.
- The antenna and repeater equipment were installed at the NWWA water tower behind Airport Square. The fire department is operating on the new system. Police, Public Works, EMA, and Township Administration channels will be operational after the testing is completed.
- The Department is working with GIS to create Public and Internal Dashboards for Emergency Management.
- The Department is working with GIS to create a Public Dashboard for CRR activities.





Custom ▾ Mar 1, 2024 - Mar 31, 2024 ▾

85%

FIRE
Percentage of Total Incidents

15%

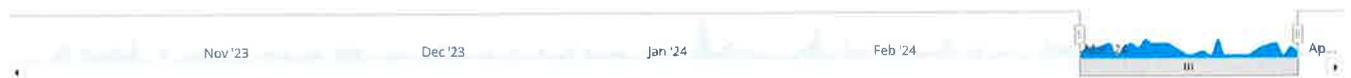
EMS
Percentage of Total Incidents

73

INCIDENTS
In Selected Time Span

31

DAYS
In Selected Time Span



| | Counts | % Rows | % Columns | % All |
|--|--------|--------|-----------|-------|
|--|--------|--------|-----------|-------|

| Week Ending | 3/3/24 | 3/10/24 | 3/17/24 | 3/24/24 | 3/31/24 | 4/7/24 | 4/14/24 | 4/21/24 | 4/28/24 | 5/5/24 | 5/12/24 | 5/19/24 | 5/26/24 | Total |
|---|--------|---------|---------|---------|---------|--------|---------|---------|---------|--------|---------|---------|---------|-------|
| (11) Structure Fire | | 2 | 3 | 2 | 3 | | | | | | | | | 10 |
| (13) Mobile property (vehicle) fire | | 1 | | | | | | | | | | | | 1 |
| (14) Natural vegetation fire | | | 3 | 1 | 1 | | | | | | | | | 5 |
| (15) Outside rubbish fire | | | | 1 | | | | | | | | | | 1 |
| (31) Medical assist | 1 | 1 | 2 | 1 | 2 | | | | | | | | | 7 |
| (32) Emergency medical service (EMS) incident | 2 | 2 | | | | | | | | | | | | 4 |
| (35) Extrication, rescue | | | | | 1 | | | | | | | | | 1 |
| (44) Electrical wiring/equipm. problem | 1 | | 2 | | 1 | | | | | | | | | 4 |
| (55) Public service assistance | | | 1 | 1 | | | | | | | | | | 2 |
| (61) Dispatched and canceled en route | 1 | 2 | 3 | 1 | | | | | | | | | | 7 |
| (70) False alarm and false call, other | 1 | | | | | | | | | | | | | 1 |
| (73) System or detector malfunction | | 6 | 1 | 3 | 2 | | | | | | | | | 12 |
| (74) Unintentional system/detect... operation (no fire) | 2 | 6 | 3 | 2 | 5 | | | | | | | | | 18 |
| Total | 8 | 20 | 18 | 12 | 15 | | | | | | | | | 73 |

File: 03/21/24

Files: Days In Alarm Date/Time: 3/1/24 (6:30:12) **Locked** (1)

Incident Type

| Incident Type | # of Incidents | | | Grand Total |
|--|----------------|-----------|-----------|-------------|
| | Combination | Supend | volunteer | |
| Alarm system activation, no fire - unintentional | 7 | 1 | 2 | 10 |
| Alarm system sounded due to malfunction | 1 | | | 1 |
| Arcing, shorted electrical equipment | 7 | | | 7 |
| Assist police or other governmental agency | | | 1 | 1 |
| Brush or brush-and-grass mixture fire | 4 | | 1 | 5 |
| Building fire | 1 | 4 | 3 | 8 |
| CO detector activation due to malfunction | | | 2 | 2 |
| Carbon monoxide detector activation, no CO | | 1 | | 1 |
| Cooking fire, confined to container | | | 2 | 2 |
| Dispatched & canceled en route | 2 | 1 | 3 | 6 |
| Electrical wiring/equipment problem, other | 1 | | 1 | 2 |
| Extraction, rescue, other | | | 1 | 1 |
| False alarm or false call, other | | 1 | | 1 |
| Medical assist, assist EMS crew | 4 | 1 | 2 | 7 |
| Motor vehicle accident with injuries | 1 | | 3 | 4 |
| Outside rubbish fire, other | 1 | | | 1 |
| Passenger vehicle fire | | 1 | | 1 |
| Public service assistance, other | 1 | | | 1 |
| Smoke detector activation, no fire - unintentional | 1 | | 3 | 4 |
| Sprinkler activation, no fire - unintentional | | 1 | | 1 |
| System malfunction, other | | 4 | 5 | 9 |
| Unintentional transmission of alarm, other | 1 | | 1 | 2 |
| Grand Total | 28 | 15 | 30 | 73 |

Average Response Time

| Unit Name | Average Response Time Alarm To Arrival | | |
|-----------|--|---------|-----------|
| | Combination | Supend | Volunteer |
| AC18 | 04m:57s | | 08m:36s |
| AC18-1 | 05m:15s | 05m:56s | 04m:24s |
| CH18 | 03m:30s | | 03m:18s |
| CT18-2 | | 04m:58s | |
| DC18 | 05m:55s | 07m:19s | 05m:19s |
| E18 | | | 05m:20s |
| FM47-10 | 04m:36s | | |
| FM47-7 | | | 04m:36s |
| LT18-1 | | | 00m:01s |
| POV | 04m:27s | 04m:40s | 03m:32s |
| SD18 | 04m:26s | 07m:45s | 04m:57s |
| SD18-1 | 04m:36s | 08m:09s | 06m:43s |
| SS18 | 03m:48s | | 05m:17s |
| SS18-1 | 04m:43s | 06m:29s | 08m:12s |
| STA18A | 04m:28s | 08m:27s | 04m:47s |
| STA18B | 04m:16s | 06m:12s | 04m:54s |
| TR18 | 04m:20s | 07m:47s | 05m:36s |
| TW18 | 04m:27s | 06m:00s | 03m:51s |

Average Personnel Response

| Combination | Average Personnel Response | | | Grand Total |
|-------------|----------------------------|-----------|------|-------------|
| | Supend | volunteer | | |
| | 8.29 | 8.2 | 10.9 | 8.77 |

Automatic & Mutual Aid

| Aid Given Or Received | # of unique Incident Number |
|------------------------------------|-----------------------------|
| Automatic aid given | 22 |
| Automatic aid received | 2 |
| Mutual aid given | 4 |
| Mutual aid received | 1 |
| None | 44 |
| # of unique Incident Number | 73 |

Filter statement

Filters **Days In Alarm DateTime** 3/1/24 to 3/31/24 **Is Locked** **Unit**

Department Overall Response Times

Average Response Time Alarm To Arrival

| Combination | Stipend | Volunteer |
|-------------|-------------|-------------|
| 00h:04m:20s | 00h:07m:00s | 00h:04m:40s |

Department Average Response Time

Average Response Time Alarm To Arrival

0h:5m:2s



Montgomery Township Inter-Office Memo

To: Carolyn McCreary, Township Manager
From: Richard Grier, Director of IT
Date: April 19, 2024
Subject: IT Activities for March 2024

Summary of Accomplishments

- Set up Tustin vendor account for sprinkler and fire alarm repairs
- Purchased and installed a new hard drive for the Rec Center server
- Purchased and installed a new Windows tablet for Administration Admin
- Purchased and installed a new laptop for HR Admin
- Completed Access Control install for AV Room
- Continued troubleshooting of Front Desk cam stuttering.
- Completed Staff onboarding automation workflow
- Installed a new digital signage device for the Rec Center (Telemetry TV).
- Continued work on CCTV and Access control proposals for DPW
- Order 5G router and configured NetCloud account for backup service at DPW
- Prepared equipment and presentation for the Senior Committee event to be held in May
- Sent Sennheiser wireless microphone in for repairs
- Upgraded Dispatch backup flip phone to smartphone
- Upgrade the hard drive on the front desk PC to enable multiple staff member profiles (1TB)
- Trained new Rec staff member on software (MTwiname)
- Order and install a new battery for the Traffic signal PC (DFulton)
- Completed inventory of old equipment for sale on Minicibid
- Completed renewal of Adobe for all staff
- Create a new Planner site for tracking and assigning IT requests

Items in Progress

- The CCTV issue has not been resolved yet. Follow up with Meraki and escalate if needed.
- Progress on call server issues with Avaya phones. Ticket Opened with Omega
- Complete AV room repairs for defective Creston card
- Complete replacement device rollouts
- Deploy 5g backup for DPW internet and voice services
- Upgrade Webfilter roaming client for all township mobile devices

DEPARTMENT OF PLANNING & ZONING
March 2024

| | |
|--|--------------------------------|
| Permits Submitted – 90 | <i>(March 2023 – 123)</i> |
| YTD Permits Submitted – 249 | <i>(2023 YTD – 291)</i> |
| Permit Fees Collected - \$ 96,748 | <i>(March 2023 – \$70,537)</i> |
| 2024 YTD Permit Fees - \$ 193,956 | <i>(YTD 2023 - \$167,108)</i> |

Permits Issued – 76

Non-Residential Building Permits Submitted / Under Review:

595 Bethlehem Pike Bldg 200 – Interior Alterations
Hot Pot Noodles – 110 Garden Golf Blvd – Tenant Fit-out
Carter’s – 3 Airport Square - Existing Tenant interior alterations – Awaiting Resubmittal
Kibitz Room (Higher Rock Retail) - 1004 Bethlehem Pike – New Construction, 5983 sq ft Deli – Awaiting Resubmittal
Starbucks – 776 Bethlehem Pike – Interior Alterations. Awaiting Resubmittal
Bharatiya Temple – 1612 County Line Road – New Learning Center building. Resubmittal currently under review. Awaiting Additional information requested.
Paris Baguette – 1222 Welsh Road (former Karate space) – new restaurant with outdoor seating. Awaiting Resubmittal.
House of Biryani & Kebabs – 111 Garden Golf Blvd (former SaladWorks space) – new restaurant. Working with Sewer Authority for grease trap. Awaiting resubmittal.

Non-Residential Building Permits Issued / Under Construction:

Top Pot Korean BBQ and Hot Pot . Nanxiang Express – Interior Alterations – new restaurant in former Grub Burger Bar & Zoe’s Kitchen spaces (Montgomery Mall)
Jefferson Health – 1010 Horsham Rd – medical office fit-out / PET Scan
Acura / 309 Autovest – 1009 Bethlehem Pike – Installation of two outdoor electric vehicle charging stations
Freddy’s Street Food – 803 Horsham Rd – Tenant Fit-out
Lansdale Chrysler – 710 Bethlehem Pike – Installation of EV charging station
Redners Fueling Station – 1200 Welsh Road – New Construction
Taco Bell – 931 N Wales Road – Interior Renovations
Best Dentist 4 Kids – 396 Doylestown Road – Tenant Fit-Out.
Luv Car Wash – 739 Bethlehem Pike - New 4,913 sq ft car wash at 739 Bethlehem Pike.
Westrum / Luxor Montgomeryville – 415 Stump Road - 225 Unit Apt. Building at 415 Stump Road
Westrum / Luxor Montgomeryville – 415 Stump Road – Swimming Pool

New Residential Building Permits Submitted / Under Review: 6 Townhomes / WB Homes at Higher Rock Court

Non-Residential Certificates of Occupancy Issued:

Se Mod Boutique / Montgomery Mall – retail sales

Thrudashade / Montgomery Mall – retail sales

Zoning Hearing Board Applications heard:

203 Dayton Drive North –The applicants propose to construct an inground swimming pool with decking, 160 sq ft gazebo, and 160 sq ft shed 10 feet from the rear property line where a minimum of 15 feet is required for the pool/decking and a minimum of 30 feet is required for the shed and gazebo. The applicant was granted relief from the provisions of Sections 230-240F and 230-149(B)(1)) of the Code of Montgomery Township for their proposed project.

| LAND DEVELOPMENT | | | | | | |
|--|------------------|---------------------------------------|-------------------|---------|--|---|
| PROJECT NAME | # | LOCATION | APP. DATE | MTPC | STATUS | |
| Higher Rock – Phase 1 & 2 | 694 | Bethlehem Pike | 12/18/17 | | Phase 1 Completed Phase 2 Under Construction | Design Center completed. Awaiting revised plans for Office Bldg |
| Village at Windsor | 704 | Horsham and North Wales – Vacant Lot | 3/22/19 | | Under Review | Preliminary Approved July 2022 |
| Bharatiya Temple – phase 2 | 707 | County Line Road | 8/14/19 | | Approved with conditions Jan 2022 | Pre-Construction Mtg 1/25 Bldg Permit under review |
| Westrum Lifestyle Apartments | 717 | 13-17 Bethlehem Pk behind Roadway Inn | 12/28/21 | 3/17/22 | BOS Approval 3.28.22 | Under Construction |
| LUV Car Wash | 722 | 739 Bethlehem Pike | 7/21/22 | 9/15/22 | CU Approval 2.28.21 BOS 10/24 | Under Construction |
| Pecan Properties | 719 | 901 Lansdale Ave | 1/4/22 | 3/17/22 | LD Cond. Approval Granted | Under Construction |
| Higher Rock Townhouses | 721 | Bethlehem Pike | 3/30/22 | 9/15/22 | BOS 10/24 agenda | Under Construction |
| Antonucci 2 lot Subdivision | 715 | 311 Stump Road | | | | Finalizing DEP Sewer Module |
| Rita's Water Ice | LD-23-002W | 752 Horsham Road | | X | Reviews completed. Awaiting response | Staff Meeting held 6/1/23. Awaiting Resubmittal |
| JP Morgan Chase Bank | LD-23-003 | 773 Bethlehem Pike | 4/24/23 | | Reviews completed 12/27/23, forwarded to applicant | Awaiting additional info for review comments |
| Taco Bell | LD-23-004 | North Wales Road | 4/28/23 | | Reviews completed 12/29/23, forwarded to applicant | Resubmittal reviews due 4/26 |
| Penn Medicine | LD-23-005 (C-79) | Dekalb Pike | 5/4/23 | | Under Review (resubmittal) due 3/8/24 | CU Approval 4/10/23, LD Approval 8/28/23 |
| Atlas Broadband | LD-23-006 C-80 | 1011 Lansdale Ave | 5/5/23 7/28/23 | | BOS Approved CU 9/26, LD 11/13/23 | CU - BOS 9/26 LD - BOS 11/13/23 |
| 309 Autovest Properties, LP / Mitsubishi | C-81 | 1011 Bethlehem Pike | 10/3/23 | | BOS Approved 11/27/23 | PC 11/16/23 BOS 11/27/23 |
| 309 Autovest Properties, LP / Mitsubishi | LD-23-011 | 1011 Bethlehem Pike | 12/27/23 | | Under Review | Reviews due 1/26/24 |
| Raising Canes | LD-23-007 | 860 Bethlehem Pike | 7/21/23 | 10/23 | BOS Approved 10/23/23 | Submitted plans per approval, reviews due 4/26 |
| Lloyd Industries | LD-23-008 | 231 Commerce Drive | 9/1/2023 | | Staff Meeting held 1/29/24 | Awaiting Resubmittal |
| Harry Hassan / Village Shopping Center | C-82 | 511 Stump Road | 10/17/23 | | BOS Approved 12/11/23 Awaiting Written Decision | PC 11/16/23 BOS 12/11/23 |
| Panera Bread | LD-23-009 | 801 Bethlehem Pike | 11/6/23 | | Reviews completed – Need Conditional Use | Submitted Revised Plans, reviews due 2/16/24, Awaiting CU application |
| Panera Bread | C-24-001 | 801 Bethlehem Pike | 2/29/24 | 4/18/24 | | BOS 4/25/24 |
| Chick-Fil-A Drive Thru | LD-23-010 | 794 Bethlehem Pike | 11/10/23 | | PC 4/18/24 | BOS 4/25/24 |
| Quick Lube of Carolina | LDS-24-001 | 737 Bethlehem Pike | 2/7/24 | | PC 4/18/24 | BOS 4/25/24 |

Other Planning Department Projects:

Scanning (Scantek / Laserfiche) – Approximately 90% of property files have been scanned and formatted into individual property folders in order to add future documents to the electronic property file. The department has spent the last year cleaning out property files and Land Development files prepping for scanning (removing duplicates and unnecessary paperwork). ZHB files have been picked up and currently being scanned. Basement files are being prepared for scanning in 2024 along with the Land Development and old property files stored in the basement. The department is researching the option to purchase / lease a large plan scanner for in-house future scans / copies.

Tyler Software / EP&L - The gathering of information for the Permitting, Land Development, and Zoning Hearing Board modules within the software has been completed. Tyler Software will continue to build the program for Land Development and Zoning Hearing Board processes. Permitting is currently being tested and updated accordingly.

Local Government Day – The department participated in the annual local government day for students at Montgomery Elementary School

2024 Community Forestry Workshop – This year's workshop has been scheduled for Friday, November 1, 2024. We have reached out to Bartlett Tree Experts to begin preparing the agenda and contact regular and potential speakers.

Roy Rodriguez Annual Arbor Day Tree Giveaway – The event will be held on April 27th. Trees are scheduled for delivery on April 25th.



MONTGOMERY TOWNSHIP POLICE DEPARTMENT



Activity Report for March 2024

| | | |
|--|--------------------------------|--------|
| Crime Data: | Total Calls for Service: | 3,155 |
| | Total Part I Crimes: | 35 |
| | Total Part II Crimes: | 127 |
| | Total Criminal Arrests: | 86 |
| Crash Data: | Total Crashes: | 78 |
| | Reportable Crashes: | 18 |
| | Non Reportable Crashes: | 60 |
| | Injuries: | 9 |
| Traffic Enforcement Activities: | Traffic Stops: | 1,069 |
| | Traffic Citations: | 415 |
| | Warning Notices: | 17 |
| | Field Contact Cards: | 794 |
| | Traffic Complaints Received | 41 |
| | Selective Enforcements: | 174 |
| Other Police Activities: | Assist Fire Department: | 39 |
| | Building Alarms: | 94 |
| | Direct Patrols: | 487 |
| | Lockouts: | 16 |
| | Medical Assistance: | 137 |
| | School Walk-Through: | 15 |
| | Vacant Home Checks: | 20 |
| | Training Hours: | 688.36 |
| Speciality Unit Usage: | Canine Unit: | 23 |
| | Mobile Incident Response Team: | 1 |
| | Montgomery County SWAT-CR: | 0 |
| Personnel Overtime: | Court Overtime: | 0 |
| | Highway Grant Overtime: | 68.5 |
| | Regular Overtime: | 11 |
| | Special Duty Overtime | 46.5 |
| | Non-Sworn Overtime: | 83 |
| | Sworn Comp Time: | 20.25 |
| | Non-Sworn Comp Time: | 10 |

Montgomery Township Police Department
Monthly Activity Report
March 2024

COMMENDATIONS:

On March 1, 2024, a letter was received from Chief William Tierney of the Hatfield Township Police Department thanking Officer Beebe for his assistance covering calls for service in his jurisdiction while their department was out of service.

On March 11, 2024, an email was received from Dr. David Hall of North Penn High School thanking Chief Bendig for speaking to students in his Sociology classes.

On March 18, 2024, an email was received from Julie Solomon thanking Officer McGuigan for his professionalism and dedication after a recent investigation.

EDUCATION:

On March 6, 2024, and March 7, 2024, Sergeant Rushin and Officer Seydel attended CMSWAT training at the Montgomery County Public Safety Training Campus.

From March 18, 2024, to March 22, 2024, Sergeants Benner and Ward attended the Montgomery County District Attorney's Office Intercounty Detective training at the Montgomery County Community College.

From March 18, 2024, to March 20, 2024, Lieutenant Peoples and Sergeant Davis attended the Pennsylvania Chiefs of Police Law Enforcement Accreditation Conference in Harrisburg, PA.

From March 12, 2024, to March 15, 2024, Chief Bendig attended the Public Employer Labor Relations Advisory Service (PELRAS) Conference in State College, PA.

On March 20, 2024, Officer Woch, Officer Haber, and Officer Eufrazio attended Canine In-Service training in Montgomery Township, PA.

On March 25, 2024, and March 26, 2024, Officer English attended ALICE Active Shooter Instructor training at the North Penn High School.

On March 28, 2024, Sergeant Ward attended virtual Less Lethal Impact Projectile Instructor Recertification training.

On March 28, 2024, Detective DeJesus attended the 2024 Crimes Against Children Symposium at the Spring-Ford Area High School.

Montgomery Township Police Department
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NOTED INCIDENTS:

On March 3, 2024, officers responded to the Lukoil on Bethlehem Pike for a burglary. Upon arrival, officers spoke with the manager, who reported that earlier, he had received several alarm activation alerts from the alarm company but chose not to contact the police. Upon further investigation, it was determined that a subject cut the wiring to turn off power to the building before entering. The subject then entered through an unsecured rear door. Once inside, the subject stole cash from the primary and lottery registers. The subject also stole numerous packs of cigarettes. The subject was captured on security surveillance wearing gloves and a mask. This investigation is ongoing.

On March 3, 2024, officers conducted a traffic stop of a black Chevrolet on Bethlehem Pike for a motor vehicle violation. Upon further investigation, it was determined that the registration plate was fraudulent and purchased online. The registration plate was intended to resemble a Pennsylvania registration but instead said "Private" and "Not for Hire" above and below the license plate characters. During the interaction, the driver and passenger refused to identify themselves or provide vehicle documents, were argumentative, and expressed views consistent with those of sovereign citizens. Additionally, the vehicle identification number on the dashboard was covered so it could not be seen. After speaking to the occupants for an extended period in an attempt to obtain the necessary information, the occupants were ordered out of the vehicle so that officers could impound the vehicle and conduct a more detailed investigation. The driver eventually provided identification when advised he was in risk of being taken into custody. The driver was charged with counterfeit documents and interfering with a police investigation.

On March 5, 2024, officers responded to a home on Line Street for a medical emergency. Upon arrival, officers learned it was a domestic assault. The investigation revealed that a mother and her son got into a verbal altercation over the use of a computer. The altercation escalated when the son struck the mother in the head with a vase, resulting in a significant laceration to the mother's head. The son then fled the residence. The mother was transported to Grandview Hospital for treatment. Officers began searching the area and subsequently located the son. The son was taken into custody for simple assault and related offenses.

On March 6, 2024, officers conducted a traffic stop of a white Ford on Bethlehem Pike for a motor vehicle violation. Officers approached the vehicle and spoke with the occupants, noting the odor of marijuana coming from inside the vehicle. Officers requested consent to search the vehicle, but the driver denied consent. The vehicle was impounded, and officers applied for a search warrant. The search warrant was approved, and a subsequent search resulted in the recovery of marijuana, cocaine, and an automated license plate concealer, which had a remote-

Montgomery Township Police Department
Monthly Activity Report
March 2024

controlled shade that would cover the license plate. The occupants were charged with violations of the Drug Act and related offenses.

On March 9, 2024, officers responded to a home on Aqueduct Drive for a burglary. Upon arrival, officers spoke with the homeowners, who reported they had come home and found their rear door and window open. The homeowners saw footprints inside their home, noting that it had been ransacked. The homeowners also noted that a safe containing cash and personal papers was missing. The home was processed for evidence, and a canvas of neighboring homes was conducted. Evidence was submitted for DNA analysis to the Pennsylvania State Police Crime Laboratory. This investigation is ongoing.

On March 12, 2024, officers responded to Longleat Drive for a report of an assault. Upon arrival, officers spoke to the victim, who reported that while she was jogging, a subject emerged from a woodline and attacked her. The victim began to fight the subject, at which time the subject punched her in the face and then fled. The victim sustained an eye injury and a cut lip. Officers conducted a thorough and detailed canvas of the neighborhood. After an extensive investigation, it was determined that no threat had ever existed to the neighborhood.

On March 13, 2024, a Lansdale resident was charged with simple assault and related offenses stemming from a road rage incident that occurred on February 27, 2024. On that date, an officer monitoring traffic on Bethlehem Pike was approached by a victim who reported that a subject driving a dark-colored BMW waved a handgun during a road rage incident. The victim reported traveling north on Bethlehem Pike when the BMW abruptly applied its brakes while traveling in front of him. Upon stopping at the next intersection, the BMW pulled up next to the victim's vehicle as it was stopped with the driver side window down. The driver of the BMW was yelling at the victim while waving a black pistol in his hand. Officers were able to determine the owner of the BMW by utilizing the department's fixed automatic license plate reader on Bethlehem Pike at Hartman Road. Officers spoke with the BMW owner, who reported that he was operating the BMW in the area and time frame of the incident. The driver acknowledged being involved in the incident but said he had his phone in his hand. A search of firearm records revealed that the BMW owner does own a handgun consistent with the handgun described by the victim. After consultation with the Montgomery County District Attorney's Office, the BMW driver was charged with simple assault and related offenses.

On March 15, 2024, officers responded to a home on Kent Drive for a burglary. Upon arrival, officers spoke with the homeowners, who reported they had come home and found a chair on the deck and a panel of the front bay window was open. The homeowners checked inside their home, noting that it had been ransacked. The homeowners also noted that cash and jewelry were missing. The home was processed for evidence, and a canvas of neighboring homes was

Montgomery Township Police Department
Monthly Activity Report
March 2024

conducted. The neighborhood canvas resulted in the locating of a video of a vehicle involved in the burglary. Fingerprint evidence was submitted for analysis to the Montgomery County District Attorney's Office Detective Division. This investigation is ongoing.

On March 18, 2024, officers responded to the Montgomery Skilled Nursing Facility for a report of an intoxicated caregiver. Upon arrival, officers were met at the door by the caller, who stated that a caregiver who was employed by a contracted private ambulance service was intoxicated. Officers spoke with the caregiver, who was found to be heavily intoxicated and incoherent. The caregiver was immediately transported to the hospital for an alcohol overdose. Further investigation revealed that this caregiver tended to a patient and traveled to Temple Hospital with them but was unable to provide the patient with proper care due to being so intoxicated. The caregiver was charged with neglect of care of a dependent person.

On March 20, 2024, officers attempted to stop a silver Honda on Bethlehem Pike for having a counterfeit paper registration. The officer activated her emergency lights and sirens to stop the vehicle. The vehicle failed to stop and continued onward. Officers did not pursue the vehicle after noticing that the vehicle was not going to pull over. An investigation into the vehicle was conducted. A review of data from the department's fixed license plate reader on Bethlehem Pike and Hartman Road revealed that the vehicle routinely drives northbound on Bethlehem Pike at the same time of day. Officers monitoring Bethlehem Pike on March 21, 2024, observed the exact vehicle and driver traveling on Bethlehem Pike. Officers were able to approach the vehicle while it sat in traffic. The driver was taken into custody for fleeing or attempting to elude a police officer and related offenses.

On March 24, 2024, officers responded to the Roadway Inn for a domestic. Upon arrival, officers spoke with the victim, who stated that he and his girlfriend got into an argument as they sat outside their hotel room. The argument turned physical when the girlfriend began striking the victim multiple times in the ear, jawline, and neck, resulting in physical injury. A review of hotel video surveillance footage confirmed the victim's version of the incident. The girlfriend was taken into custody and charged with simple assault and related offenses.

On March 24, 2024, officers conducted a traffic stop on a black Chevrolet Impala on Bethlehem Pike for an expired registration. Upon speaking with the occupants, officers noted their nervous behavior and inconsistent statements. Officers conducted field interviews with the three occupants. Officers, believing that there were drugs inside the vehicle, asked the passengers for consent to search their pockets. Officers located cocaine on two of the occupants, while a third had drug paraphernalia and was lying about her identity to conceal multiple warrants for her arrest. All three occupants were taken into custody for Violations of the Drug Act and related offenses.

**Montgomery Township Police Department
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On March 24, 2024, officers heard Lansdale Police being dispatched to a report of a hit-and-run vehicle crash. The striking vehicle, a white Toyota, was believed to be traveling towards Montgomery Township. A short time later, officers observed a white Toyota Camry with fresh damage on Richardson Road. Officers conducted a traffic stop on the vehicle. Officers approached the vehicle and spoke with both occupants, who initially lied about their identity. During the traffic stop, officers verified the vehicle identification number displayed on the vehicle and discovered the vehicle was reported stolen by the Philadelphia Police Department on November 18, 2023. The driver was taken into custody for possession of the stolen vehicle and unauthorized use. The passenger was confronted about providing false identity, at which time she admitted to lying because she had active arrest warrants. After the confirmation of the warrants, the passenger was taken into custody.

ITEMS OF INTEREST:

On March 5, 2024, Chief Bendig spoke to students from Dr. David Hall's North Penn High School Sociology class.

On March 8, 2024, Montgomery Township staff and members from our community participated in Officer Robert Johnson's last shift celebration.

On March 9, 2024, department members attended the North Penn Special Education Alliance Dance at the North Penn High School.

On March 25, 2024, Officer Jason English was assigned to serve as the department's Community Policing Liaison, replacing Officer Robert Johnson.

On March 26, 2024, department members attended a North Penn PAL Pickleball Event at the Mont-CRC.

On March 26, 2024, the Police Department's Annual Citizen's Police Academy began with thirty-three students.

UPCOMING EVENTS:

April 11, 2024: Local Government Day

April 13, 2024: Montgomery Township BSA Opening Day First Pitch Ceremonies

Montgomery Township Police Department
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April 13, 2024: Autism Awareness Day at Montgomery Mall

April 20, 2024: International Spring Festival

April 27, 2024: Drug Take Back at Wegmans

Montgomery Township Public Works Department

Monthly Report – March 2024

PARKS/OPEN SPACE:

- Routine maintenance & repairs, trash removal, playground inspection and equipment maintenance.
- The following tree work was done throughout the Township:
 - Scott Y., Dale, Larry & Chris removed three (3) dead trees from Autum Woods Park that were falling over.
 - Scott D., Scott Y., Dale, Larry & Chris two (2) dead trees from the walking trail at Spring Valley Park (Upper).
 - Scott D., Scott Y., Dale, Larry & Chris removed fourteen (14) trees from the parking lot of the Administration/Police Complex parking lot.
 - Scott Y., Dale, Larry & Chris removed a down tree across Lower State Road.
 - Scott D., Scott Y., Dale, Larry & Chris trimmed Township owned trees at the Battalion 1 Firehouse, the Knapp Road Park-N-Ride, Route 309 Park-N-Ride, William F. Maule Park at Windlestrae, Windlestrae Rose Twig and Fellowship Park.
- Took delivery of two (2) new Toro zero-turn mowers.
- Scott D., Scott Y., Dale, Larry & Chris installed two memorial benches, one at William F. Maule Park at Windlestrae and one at Windlestrae Park – Rose Twig.
- Scott D., Scott Y., Dale, Larry & Chris seeded and fertilized the bare spots on the soccer fields at William F. Maule Park at Windlestrae.
- Scott D., Scott Y., Dale, Larry & Chris completed renovations to the baseball fields at Windlestrae Park – Rose Twig and began renovations to the baseball fields at William F. Maule Park at Windlestrae.
- Scott D., Scott Y., Dale, Larry & Chris repaired the washout for the walking bridge between William F. Maule Park at Windlestrae and Windlestrae Park – Rose Twig.
- Scott D., Scott Y., Dale, Larry & Chris repaired the chain link fences for the baseball fields at William F. Maule Park at Windlestrae and Windlestrae Park – Rose Twig.
- Scott Y. Chris, Larry & Dale repaired the parking lot at Memorial Grove Park.
- Josh assisted with the leaf collection that took place on March 16th at William F. Maule Park at Windlestrae.

ROADS:

- Joe, Bill, Scott S. & Bryan continued rebuilding inlets in preparation for the 2024 Road Projects.
- Bill, Bryan, Josh & Joe cleared various drainage areas of debris as part of the MS4 Stormwater requirements.
- Bill & Bryan televised various storm sewer pipes to inspect for deterioration, misalignment, etc.
- Scott S. handled several resident complaints throughout the Township.
- The entire crew removed all snow fighting equipment and took it to the Zehr Property for summer storage.
- Joe, Bryan, Scott S. & Josh trimmed roadside trees at various locations throughout the Township for clearance.
- Jack installed the new Township radios in all Public Works vehicles and equipment.
- On March 27th Bill, Bryan & Jack attended Temporary Traffic Control and Flagger Training.
- Josh & Joe continued sweeping Township roads as part of the MS4 Stormwater requirements.
- Bryan & Josh sucked out debris from storm sewer inlets as part of the MS4 Stormwater requirements.
- Bill & Bryan filled in various sinkholes with topsoil throughout the Township.
- Bill, Bryan & Joe updated our locker room with fresh paint and used lockers from the Police Department.
- Bill continued the semi-annual basin inspections as part of the MS4 Stormwater requirements.

- Scott S. monitored ongoing projects being done by contractors for Montgomery Township.
- Jack performed the annual services and routine maintenance on several Township vehicles.
- Jack performed the annual inspections on several Township vehicles and trailers.

FACILITIES:

- Jeff cleaned the Administration & Police Department complex.
- Todd, Don, Larry & Dave changed all the timers for sports lights and bathroom canopy lights for daylight savings at William F. Maule Park at Windlestrae, Spring Valley Park and Whistlestop Park.
- 3/18 – 3/22/24 the entire crew attended various IMSA (Work Zone & Traffic Signal) classes in New Jersey.
- Todd, Don, Dave & Larry made minor building repairs and improvements to the Administration & Police Department Complex, CRC, both firehouses, and the park restrooms.
- Dave, Don, Todd & Larry responded to a total of 131 PA One Calls throughout the month.
- Dave worked with Gilmore, Rhythm Engineering, Signal Control and Tony Still to address ongoing traffic signal issues.

Montgomery Township VMSC EMS Zone Report - March 2024

Total Zone Calls: **141**

Total VMSC 911 Calls: **1,051**

Average Chute Time: **0m:43s**

Average Response Time: **6m:16s**

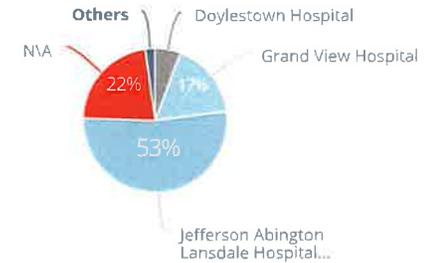
Top 5 Call Types

| Type of Incident | # |
|----------------------------|----|
| Sick Person | 25 |
| Falls | 25 |
| Traffic Accident | 15 |
| Breathing Problem | 15 |
| Altered Mental Status | 9 |
| Chest Pain (Non-Traumatic) | 8 |
| Unconscious/Fainting | 6 |
| Stroke/CVA | 6 |

Transport Disposition

| Disposition | # |
|---|----|
| Transported No Lights/Siren | 75 |
| Transported Lights/Siren | 35 |
| Patient Refused Evaluation/Care (Without Transport) | 25 |
| Cancelled on Scene/No Patient Found | 3 |
| Cancelled (No Patient Contact) | 1 |

Hospital Transport



Community Response

VMSC's Level of Service

| Unit Level of Service | # of Calls |
|-----------------------|------------|
| ALS-Paramedic | 91 |
| BLS-AEMT | 35 |
| BLS-Basic /EMT | 15 |

Barriers to Provide Care

| Barriers To Care | # |
|--------------------------|-----|
| None Noted | 100 |
| Psychologically Impaired | 10 |
| Language | 9 |
| Physically Impaired | 5 |
| Unconscious | 5 |
| Obesity | 4 |
| Uncooperative | 4 |
| Developmentally Disabled | 2 |

of Overdoses

3

Additional Agencies on Scene

| Additional Agencies | # |
|--|-----|
| Law Enforcement | 113 |
| No Other Agency On Scene | 28 |
| Fire Department (Non-QRS Related) | 7 |
| Non-VMSC EMS Unit | 3 |
| QRS - Montgomery Township Fire Company | 3 |
| QRS - Other Department | 1 |

Critical Response Triad

Cardiac Related Incidents



Stroke Related Incidents



Trauma Related Incidents



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #18

SUBJECT: New Business – Committee Board Liaison Reports
MEETING DATE: April 25, 2024
BOARD LIAISON:
INITIATED BY: Candyce Fluehr Chimera, Chairwoman

BACKGROUND:

This is an opportunity for any Supervisors who are liaisons to volunteer committees or boards who may have met in the month of March to provide an update on those meetings.