

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
June 11, 2012 - 8:00 P.M.

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

Lawrence J. Gregan
Township Manager

ACTION MEETING - 8:00 PM

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of the May 29, 2012 Meeting and Workshop Meeting on May 30, 2012
6. Consider Board/Commission Appointment
7. Recognize Student Accomplishments – Meghan McGovern & Bridle Path/Montgomery Orchestra and Select Strings
8. Consider Award of Bid – Public Works Equipment Auction
9. Consider Contract Award – Multi-Purpose Recreation/Community Center Needs Assessment and Feasibility Study
10. Announce Saint Gobain Donation to FDMT
11. Consider Upgrade of Firehouse Software Hosting Services
12. Consider Authorization to Execute and Record Deeds - Winner Circle Open Space
13. Consider Request for Waiver of Fee – Lansdale YMCA Permit Fee
14. Payment of Bills
15. Other Business
16. Adjournment

Future Public Hearings/Meetings:

6-12-12 @ 7:00 PM – 300th Anniversary Committee
6-13-12 @ 6:45 PM – Autumn Festival
6-13-12 @ 7:00 PM – Senior Committee
6-19-12 @ 12:30 PM – Business Development Partnership
6-20-12 @ 7:30 PM – Public Safety Committee
6-20-12 @ 7:30 PM – Shade Tree Commission
6-20-12 @ 7:00 PM – Sewer Authority
6-21-12 @ 7:30 PM – Planning Commission
6-25-12 @ 8:00 PM – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: June 11, 2012

ITEM NUMBER: #3

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Grogan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,
Chairman

BACKGROUND:

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

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Announcement of Executive Session

MEETING DATE: June 11, 2012

ITEM NUMBER: *#4*

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan
 Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,
 Chairman

BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Approval of Minutes for May 29, 2012 Meeting and May 30, 2012 Workshop Meeting

MEETING DATE: June 11, 2012

ITEM NUMBER: #5

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,
Chairman

BACKGROUND:

Just a reminder – Please call Deb Rivas or Shirley Snyder on Monday, June 11, 2012 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
MAY 29, 2012**

Chairman Candyce Fluehr Chimera called the executive session to order at 7:00 p.m.

In attendance were Supervisors Robert Birch, Michael Fox, Jeffrey McDonnell and Joseph Walsh. Also in attendance were Lawrence Gegan, Frank R. Bartle, Esquire and Bruce Shoupe. Two personnel, two potential litigation and three matters of litigation were discussed.

Chairman Candyce Fluehr Chimera called the regular action meeting to order at 8:03 p.m. In attendance were Supervisors Robert Birch, Michael Fox, Jeffrey McDonnell and Joseph Walsh. Also in attendance were Frank R. Bartle, Esquire, Lawrence Gegan, Richard Brady, Scott Bendig, Bruce Shoupe, Kevin Costello, Shannon Drosnock, Rick Lesniak, Ann Shade, Stacy Crandell, Vickie Zidek, Rich Grier and Deb Rivas.

Following the Pledge of Allegiance, Chairman Chimera called for public comment from the audience and there was none.

Frank R. Bartle, Esquire reported that the Board met in an executive session earlier in the evening at 7:00 p.m. Mr. Bartle reported that there were two personnel and two potential litigation matters discussed. There were also three matters of litigation, including the Pennsylvania Commonwealth Court hearing on the Costco appeal, the RD Management Validity Challenge at the Montgomery Township Zoning Hearing Board, and the Zehr Property Condemnation, which is before the Pennsylvania Commonwealth Court. Mr. Bartle reported that all of these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Chairman Chimera made a motion to approve the minutes of the May 14, 2012 Board meeting and Supervisor Joseph Walsh seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Finance Director Shannon Drosnock reported that Lucy Gonzalez was recently hired full time as the Accounting Associate in the Finance Department. Lucy has been working as a

temporary employee in the Finance Department for almost one year and she has become a valuable asset to the team. Resolution #1, made by Supervisor Michael Fox, seconded by Vice Chairman Joseph Walsh, and adopted unanimously, recognized and welcomed Lucy Gonzalez as the Accounting Associate in the Finance Department, effective May 11, 2012.

Director of Administration and Human Resources, Ann Shade, reported that the Township had received a Facilities and Field Use Request from Cub Scout Pack 229 for the use of Spring Valley Park to hold their annual rocket launch on Sunday, June 17, 2012. Due to the nature of this use, Board of Supervisors approval is required. Mrs. Shade reported that the Board approved this same request for the same event in previous years, and included specific requirements that needed to be met in the resolution. Resolution #2, made by Vice Chairman Joseph Walsh, seconded by Supervisor Michael Fox, and adopted unanimously, permitted the Rocket Launch at Spring Valley Park on Sunday, June 17, 2012, with specific conditions as outlined in the resolution.

Police Chief Richard Brady reported that based on a traffic complaint received from the Montgomery Glen Homeowners Association Board, a traffic study was conducted by the Montgomery Township Police Department regarding stopping, standing and parking on Montgomery Glen Drive. Based on the Police Department investigation, a recommendation to install No Parking Restrictions on portions of Montgomery Glen Drive through Proposed Ordinance #12-260 is being considered before the Board this evening. Resolution #3, made by Supervisor Michael Fox, seconded by Vice Chairman Joseph Walsh, and adopted unanimously, approved Ordinance #12-260 – provided Stopping, Standing and Parking Restrictions on Montgomery Glen Drive.

Planning Director Bruce Shoupe reported that the Township has received a request from Bharatiya Temple to waive all permit fees associated with their annual anniversary program to be held from May 25, 2012 to May 28, 2012 and June 1, 2012 to June 3, 2012. Mr. Shoupe

also reported that in the past, it has been the policy of the Board of Supervisors to waive permit fees for non-profit and religious organizations. Resolution #4, made by Supervisor Michael Fox, seconded by Vice Chairman Joseph Walsh, and adopted unanimously, approved the waiver of the permit fee for a special event for the Bharatiya Temple.

Planning Director Bruce Shoupe reported that the Township has received a request from Mary, Mother of the Redeemer Catholic Church to waive all permit fees associated with their annual Parish Festival to be held from June 19, 2012 to June 23, 2012. Mr. Shoupe also reported that in the past it has been the policy of the Board of Supervisors to waive permit fees for non-profit and religious organizations. Resolution #5, made by Vice Chairman Joseph Walsh, seconded by Supervisor Michael Fox, and adopted unanimously, approved the waiver of permit fee for special event for Mary, Mother of the Redeemer Catholic Church.

Planning Director Bruce Shoupe reported that the Cutler Group, in conjunction with the Reserve at Knapp Farm Subdivision, had submitted a cash escrow for construction work along DeKalb Pike. Mr. Shoupe reported that this project is completed and they have requested a release of any funds remaining in the application escrow account. Resolution #6, made by Supervisor Jeffrey McDonnell, seconded by Vice Chairman Joseph Walsh, and adopted unanimously, approved the escrow release of \$1,500 for the Reserve at Knapp Farm Development.

Finance Director Shannon Drosnock reported that in November, 2011, the Montgomery United Soccer Association held a tournament at the William F. Maule Park at Windlestrae and at Spring Valley Park. As a condition of the waiver of the tournament section of the facilities and fields use policy, a cash security escrow in the amount of \$5,000 was posted as collateral for possible excessive damage to the fields. Mrs. Drosnock also reported that it was agreed upon by Montgomery United Soccer and the Township that the funds would be returned to Montgomery United Soccer after the Township inspected the fields and approved their

condition. The Montgomery Township Public Works Department has inspected the fields and approved that no excessive damage has occurred as a result of the tournament. Montgomery United Soccer is requesting the return of the security escrow in the full amount of \$5,000. Vice Chairman Joseph Walsh inquired as to why the escrow was held since November of 2011. Ms. Drosnock reported that it was previously agreed that the money was going to be held for future events, but Montgomery United Soccer asked that the escrow be returned at this time.

Resolution #7, made by Supervisor Jeffrey McDonnell, seconded by Vice Chairman Joseph Walsh, and adopted unanimously, approved the field use escrow release of \$5,000 to the Montgomery United Soccer Association.

Public Works Director Kevin Costello reported that Public Works employees Don Johnson and Deb Lamb perform the traffic signal maintenance work for the Township and in previous years, both have obtained the Work Zone Traffic Control Safety and International Municipal Signal Association (IMSA) Level I certifications, which are prerequisites for obtaining a Level II Field Technician Certification. Mr. Costello reported that as part of the Township training/goals program, both employees are looking to obtain their IMSA Level II Field Technician Certifications. Mr. Costello reported that the only available Level II class this year is being offered by the IMSA New Jersey Section on June 18 and 19, 2012 at the Rutgers Eco Complex in Bordentown, New Jersey. Mr. Costello requested that the Board consider the authorization of this out of state training which is a total training cost of \$720 plus limited travel expenses as the employees will commute to the training session on both days. Resolution #8, made by Vice Chairman Joseph Walsh, seconded by Supervisor Jeffrey McDonnell, and adopted unanimously, authorized Don Johnson and Deb Lamb to attend the "out of state" training hosted by the New Jersey Section of the International Municipal Signal Association (IMSA) for Level II Field Technician Certification.

DRAFT

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Vice Chairman Joseph Walsh made a motion to approve the payment of bills.

Supervisor Jeffrey McDonnell seconded the motion. The payment of bills was unanimously approved as submitted.

There being no further business to come before the Board, the meeting adjourned at 8:25 p.m.

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
WORKSHOP MEETING
MAY 30, 2012**

Chairman Candyce Fluehr Chimera called the special workshop meeting to order at 7:00 p.m. In attendance were Supervisors Robert Birch, Michael Fox, Jeffrey McDonnell and Joseph Walsh. Also in attendance were Frank R. Bartle, Esquire and Lawrence Grogan

The purpose of the meeting was to conduct interviews of four firms that had submitted proposals in response to the Township's RFP to conduct a Needs Assessment and Feasibility Study for a new Recreation/Community Center on Township property at the corner of Stump Road and Horsham Road. The following firms and representatives were in attendance:

- KCBA Architects represented by James Clough, KCBA Architects and Kenneth Ballard, Ballard King and Associates.
- Seiler + Drury Architecture represented by Douglas Seiler and Michael Drury Seiler Drury Architecture, Richard Collier and David Cavanaugh, Land Concepts Group, LLC, Susan Lohoefer, Recreational Planner, Christopher Bentley, Bentley Growth Management Consulting and Michael Funk International Consultant, Inc.
- George J. Donovan Associates represented by H. Joseph Phillips, George J. Donovan Associates, Ann Toole, Toole Recreation Planning, Todd J. Poole, 4Award Planning and Andrew Mears, Johnson, Mirmiran and Thompson Planners.
- Kimmel Bogrette Architecture + Site represented by Martin D. Kimmel and Jonathan Trump, Kimmel Bogrette and Kenneth Ballard, Ballard King and Associates.

Following completion of the interviews and there being no further business to come before the Board, the meeting adjourned into Executive Session at 9:45 p.m.

DRAFT

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Board/Commission Appointment

MEETING DATE: June 11, 2012

ITEM NUMBER: #6

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Michael J. Fox, Business
Development Partnership Liaison

BACKGROUND:

Stephen Nave has submitted a resume for consideration as a member to the Business Development Partnership. Mr. Nave acquired both the Fastsigns of North Penn and Doylestown in February 2012. Mr. Nave is currently the President of Sapphire Development Companies in King of Prussia. He previously served as the Principal of Nave Newell, a Civil Engineering and Surveying business in King of Prussia. Mr. Nave has a Bachelor of Science Degree and a Master of Science Degree in Civil Engineering.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider appointment of Stephen Nave to the Business Development Partnership.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint Stephen Nave as a member of the Business Development Partnership of Montgomery Township with a term to expire January 1, 2013.

MOTION: _____

SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Recognize Student Accomplishments- Bridle Path/Montgomery Orchestra & Select Strings

MEETING DATE: June 11, 2012

ITEM NUMBER: #7a

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera, Chairman

BACKGROUND:

The Bridle Path and Montgomery Elementary Orchestra and the Bridle Path and Montgomery Elementary Select Strings recently attended the "Music in the Parks" Adjudication Festival at Dorney Park. The Orchestra and the Select Strings placed 1st and 2nd place in the competition.

Montgomery Township would like to recognize these students for their outstanding accomplishment and provide Township Commendations to each group.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Staff recommends recognizing the students from Bridle Path and Montgomery Elementary Orchestra and Select Strings for their outstanding accomplishments at the "Music in the Parks" Adjudication Festival at Dorney Park with Township Commendations.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize the students from the Bridle Path and Montgomery Elementary Orchestra and Select Strings for their outstanding accomplishment at the recent "Music in the Parks" Adjudication Festival at Dorney Park by placing 1st and 2nd place at the competition.

MOTION: _____

SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Recognize Student Accomplishments- Meghan McGovern

MEETING DATE: June 11, 2012

ITEM NUMBER: #76

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera, Chairman

BACKGROUND:

Meghan McGovern, North Penn High School graduating senior and cross-country runner has had an amazing record-breaking season. Meghan McGovern went to the state competition and became the first PIAA girls champion in North Penn High School History. In addition to this win, Meghan set a course record of 18 minutes, 28 seconds over the 3.1 mile Hershey Parkview layout.

Meghan has a long list of accomplishments over her high school career including in the fall of 2011, being undefeated in the Suburban One League Continental Conference regular-season dual meets; establishing a course record at the Salesianum Invitational; winning the Manhattan College Invitational for the third straight year; winning the Central Bucks East Invitational; and, taking second at the Six Flags Wild Safari Invitational.

Meghan will be attending William & Mary College in the fall. Montgomery Township would like to recognize Meghan for her amazing record-breaking season with a Township Commendation.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Staff recommends recognizing Meghan McGovern for her amazing season with a Township Commendation.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize Meghan McGovern for her amazing record-breaking season as a cross-country runner for North Penn High School.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Award of Bid – Public Works Equipment Auction

MEETING DATE: June 11, 2012

ITEM NUMBER: #8

MEETING/AGENDA: ACTION XX NONE

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

INITIATED BY: Kevin A. Costello
Director of Public Works

BOARD LIAISON: Candyce Fluehr Chimera, Chairman
Board of Supervisors

BACKGROUND:

The Second Class Township Code provides that personal property owned by the Township, with an estimated fair market value of which is one thousand dollars (\$1,000.00) or more, may only be sold by public bid or auction to the highest bidder after notice by advertisement.

On May 14, 2012, the Board authorized the sale of the Township's 1997 Crafcro Super Shot Tar Kettle through the online auction company Municibid. In accordance with the requirements under the Second Class Township Code, the equipment was advertised for sale on May 24, 2012 in a newspaper of general circulation and placed on the Municibid website.

A total of 119 bids were received as of the close of bidding on June 6, 2012. The highest bid was received in the amount of \$14,600.00. In accordance with the terms and agreement with Municibid, the Board is required to pass a resolution accepting the winning bid.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The Township will receive the full amount of \$14,600.00 for the sale of the equipment within ten days of approval by the Board. The buyer is required to pay a commission to Municibid.

RECOMMENDATION:

It is recommended that the Board authorize the sale of a Crafcro Super Shot Tar Kettle to David Young, PO. Box 106, Randolph, MA 02368 the highest bidder as of the close of bidding on June 6, 2012 at 5:00 p.m. EST, in the amount of \$14,600.00.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby accepts the winning bid for the sale of the Township's 1997 Crafcro Super Shot Tar Kettle from David Young, P.O.Box 106, Randolph, MA 02368 in the amount of \$14,600.00.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Contract Award – Multi Purpose Recreation/Community Center Needs Assessment and Feasibility Study

MEETING DATE: June 11, 2012

ITEM NUMBER: #9

MEETING/AGENDA:

ACTION

NONE XX

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

INITIATED BY: Lawrence J. Grogan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera, Chairman
Board of Supervisors

BACKGROUND:

On March 13, 2012, the Township completed settlement on the purchase of the former Montgomery Office Park property located at the Corner of Stump Road and Horsham Road. The Board's intent in the purchase is to develop a multi-purpose recreation/community center for the Township. One of the first steps that the Board undertook following acquisition of the property was to obtain proposals from professional consultants to conduct and complete a needs assessment and feasibility study for a Recreation/Community Center facility in order to develop information on:

- Community and citizen preference on program activities to be conducted at the facility;
- Facility space requirements for desired program activities;
- Optional conceptual site and building plans with cost estimates; and,
- Projected operating costs and offsetting operating revenues for each option.

The RFP for the study was issued on March 28, 2012 and twenty (20) firms submitted proposals to perform the study with costs ranging from \$16,000 to \$116,205. A review of the proposals was conducted by Staff and four firms were selected for further consideration during interviews held at a Board of Supervisors Workshop Meeting on May 30, 2012. The four firms interviewed were:

- KCBA Architects, Hatfield, PA, Proposal Cost - \$34,980.
- Seiler + Drury Architecture, Norristown, PA, Proposal Cost - \$ 38,700.
- Kimmel – Bogrette Architecture + Site, Conshohocken, PA, Proposal Cost - \$45,650
- George J. Donovan, AIA & Associates, Bedminster, PA, Proposal Cost - \$77,060.

Following completion of the interviews, the Board will be making a selection of a firm to conduct the Needs Assessment and Feasibility Study.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Funding for the study has been allocated in a reserve fund set up in the Capital Reserve Fund to fund up-front development costs for the proposed Recreation/Community Center Project.

RECOMMENDATION:

It is recommended that the Board of Supervisors make the selection of a firm to conduct the Needs Assessment and Feasibility Study.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby award the contract to conduct a Needs Assessment and Feasibility Study for a Multi-Purpose Community/Recreation Center to the firm of _____, _____ PA, in accordance with their proposal dated April 27, 2012 for a Total Proposal Cost of \$_____.

MOTION: _____

SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Announce Saint Gobain Donation to FDMT

MEETING DATE: June 11, 2012

ITEM NUMBER: *#10*

MEETING/AGENDA:

ACTION

NONE XX

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

INITIATED BY: Richard M. Lesniak
Director of Fire Services

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

BACKGROUND:

On Saturday, February 18, 2012, the Fire Department of Montgomery Township was dispatched to Saint Gobain Abrasives at 200 Commerce Drive for a fire alarm activation. While firefighters were investigating the cause of the activation, firefighters noticed an odor of natural gas inside the building. Fire Department personnel immediately secured the gas service, ventilated the building, and notified representatives from the business to have the alarm system serviced and the natural gas service repaired.

On Monday, February 20, 2012, a representative from the Fire Marshal's Office visited the business to confirm that the alarm system was being serviced and the natural gas service repaired. In accordance with standard practices, the business was instructed to pressure test gas service to locate and repair the leak. When the pressure test was performed, more than a dozen leaks were detected in gas lines throughout the building.

This incident is one example of how the Department of Fire Services and Fire Department of Montgomery Township work together to protect the community from fire and other disasters.

In appreciation of these efforts, Saint Gobain, through its Corporate Foundation, presented a check in the amount of \$630.00 to the FDMT. The Saint Gobain Corporation Foundation provides financial support to community organizations through various grants and gifts to improve the quality of life for the communities in which their employees live and work.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that the Board of Supervisors recognize the Saint Gobain Corporation Foundation for its generous donation to the Fire Department of Montgomery Township.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize the Saint Gobain Corporation Foundation for its generous donation to the Fire Department of Montgomery Township.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Upgrade of Firehouse Software Hosting Services

MEETING DATE: June 11, 2012

ITEM NUMBER: # //

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Richard M. Lesniak
Director of Fire Services

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

BACKGROUND:

The Department of Fire Services (DFS) and Fire Department of Montgomery Township (FDMT) jointly use a software program called "Firehouse Software". Firehouse Software is used to document emergency responses, daily activities and fire investigations by both DFS and FDMT. In a cooperative effort with FDMT, the Township originally purchased the software and FDMT purchased the server that hosts the program. The joint use requires that the FDMT server be linked to the Township's network via a connection through the Township systems firewall.

Over the past several years, a number of operational and security issues have been identified that need to be addressed. While investigating these issues with Firehouse Software, Inc., they recommended that the Township consider conversion to their web based hosting solution called *Firehouse Hosting Services* in lieu of having the software hosted on our own local server.

Listed below are the issues identified by staff and a brief description how *Firehouse Hosting Services* will address each issue.

- Firehouse Software (FH) is currently installed on a server connected to the FDMT's computer network or LAN. Access to the software from the Township network requires an opening in the firewall. Moving FH to the *Firehouse Hosting Services* would allow the township to close this access and make the Township's LAN more secure.
- Backup information is stored on an external hard drive sitting next to the server within the IT Closet at Battalion 1. Storing backups physically next to the server could result in a total loss of data in an event of sprinkler or fire damage. Backup information should be stored offsite. Moving to the web based hosting would eliminate the need to back-up the software as this is included in the service.
- FH software, which is owned and maintained by the Township, is currently hosted on a server that is owned and maintained by the FDMT. Installing updates and trouble-shooting issues have been cumbersome. Whenever an update is released, staff has to configure each workstation individually to ensure that the new version operates properly. Moving to the *Firehouse Hosting Services* would eliminate this requirement as all updates are done automatically and the PC needs only to use the internet browser of choice to access FH.
- Remote access to the data is currently available only to DFS staff that is issued a Township-approved laptop. Subscribing with this service, which is internet based, would allow designated individuals the ability to access the data whenever and wherever they choose.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION:

The Board of Supervisors approved the 2012 budget with \$1,710.00 budgeted for annual maintenance of the FH Software.

ALTERNATIVES/OPTIONS:

The Pennsylvania Office of the Fire Commissioner recently released a web-based version of the Firehouse Software program that would be available for fire services throughout the state to access and store data. Unfortunately, this service does not provide all the data collection and management features our Combined Department uses on a regular basis.

BUDGET IMPACT:

Firehouse Software offers contracts with the following terms and number of concurrent users:

- 3 years, 3 users \$4,084.06
- 3 years, 5 users \$5,118.06
- 5 years, 3 users \$2,972.38
- 5 years, 5 users \$3,766.85

Entering into a contract with FH Software to provide the *Firehouse Hosting Services* would result in an additional expense ranging from \$1,262.38 to \$3,408.06 that was not budgeted this year. Additionally, should the Township decide to utilize this service, future budgets for FH Software maintenance will need to increase to \$ 3,766.85.

RECOMMENDATION:

Based on our analysis of use, we found that there are typically four (4) concurrent users on the system during normal business hours. At times, depending on the number of emergency incidents and/or life safety inspections, this number can increase to five (5).

The Department of Fire Services and FDMT recommends that the Board of Supervisors approve the execution of a five-year, five-user contract with Firehouse Software, Inc. to provide said hosting services.

Funding for this \$2,060.00 unbudgeted expense will be realized through a \$1,000.00 reduction in Uniforms (04-413-4238) and a \$1,060.00 reduction in Meetings and Conferences (01-413-4460) line items.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the execution of a five-year contract with Firehouse Software, Inc. to utilize its *Firehouse Hosting Services* program at a cost of \$3,766.85/year.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candace Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

Dept Name: Montgomery Township
Dept Address: 1001 Stump Road
Dept City, State, Zip: Montgomeryville, PA 18936
Primary Contact: Richard M. Lesniak
Title: Director

Billing Contact: _____
Billing Address: _____
Billing City, State, Zip: _____

Current FH Customer: ☒ Yes ☐ No
Current FH Install: ☐ Standard ☒ Enterprise
Version Number: _____

IT Contact: _____
Full Name: _____
Primary Phone: _____
Cell Phone: _____
Email address: _____

Emergency Contact: _____
Full Name: _____
Primary Phone: _____
Cell Phone: _____
Email address: _____

Contract Terms: **Year(s):** 5 **Start Date:** 6/1/12 **End Date:** 6/01/17

Price: **Year 1:** \$3,766.85 **Year 2:** \$3,766.85 **Year 3:** \$3,766.85 **Year 4:** \$3,766.85 **Year 5:** \$3,766.85

Number of Users: 5

<u>Modules</u>	<u>Yes or No</u>
Incident Module	<u>Yes</u>
EMS Module	<u>Yes</u>
Staff	<u>Yes</u>
Training and Certifications	<u>Yes</u>
Occupancy Management Module	<u>Yes</u>
Inventory Management Module	<u>Yes</u>
Hydrant Module	<u>Yes</u>
Staff Scheduling	<u>No</u>
Accounts Receivable	<u>No</u>
FH Sketch	<u>Yes</u>
CAD Monitor	<u>Yes</u>
VPN connection required for CAD data Transfers	<u>Yes</u>

AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES

This Agreement for Application Hosting and Technology Support Services (hereinafter the "Agreement") is entered into by and between ~~Montgomery Township Department of Fire Services~~ with offices located at 1001 Stump Road Montgomeryville, PA 18936 (hereinafter "Customer"), and ACS GOVERNMENT SYSTEMS, INC. with offices located at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (hereinafter "ACS"), referred to individually as Party and collectively as Parties

1.0 BACKGROUND AND OBJECTIVES

This Agreement is entered into in connection with Customer's decision to engage ACS to provide certain information technology hosting and support services related to Customer's business operations. This Agreement and the Exhibits set forth all terms and conditions governing the relationship between ACS and Customer.

2.0 TERM

The term of this Agreement (the "Term") will be for 5 years, from ~~7/1/12~~ to ~~7/01/17~~, unless earlier terminated or renewed in accordance with the provisions of this Agreement.

3.0 SERVICES

ACS shall provide all services, personnel, materials, equipment, and tools (hereinafter jointly referred to as the "Services") as set forth in Exhibit A – Statement of Work, attached hereto and made a part hereof. The Statement of Work constitutes the minimum quantity and level of services and deliverables to be provided in connection with this Agreement. Supplemental services may be procured by Customer in accordance with 4.0 hereof.

4.0 SUPPLEMENTAL SERVICES

Any effort, which does not fall within the Statement of Work set forth in Exhibit A, will be subject to the change order process. ACS will be responsible for assisting Customer in defining, documenting and quantifying the change order. A detailed change order proposal will be prepared by ACS and submitted to Customer for its review and approval. Customer will be responsible for timely turnaround of a decision on the approval of the change order request. All terms and conditions of the change order proposal (including any applicable payment terms) will be incorporated into a Supplemental Service Agreement ("SSA") a sample of which is annexed hereto as shown in Schedule 1. ACS will not be required to perform activities that are not specifically stated in the Statement of Work without a fully executed SSA signed by both Parties.

5.0 CONFIDENTIALITY

5.1 Customer Confidential Information

With respect to information relating to Customer's business which is confidential and clearly so designated ("Customer Confidential Information"), ACS will instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with similar

information of ACS which ACS regards as confidential. However, ACS shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in ACS' possession; (iii) is independently developed by ACS outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. In addition, ACS shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by ACS in the course of its services hereunder.

5.2 ACS Confidential Information

Customer agrees that ACS' methodologies, tools, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by ACS, which may be disclosed to the Customer, are confidential and proprietary information ("ACS Confidential Information"). With respect to ACS Confidential Information, the Customer shall keep such information confidential by using the same degree of care and discretion that it uses with similar information of its own which Customer regards as confidential. However, Customer shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Customer's possession; (iii) is independently developed by the Customer outside the scope of this Agreement and without any reliance on ACS Confidential Information; or (iv) is rightfully obtained from third parties.

5.3 Use of Confidential Information

ACS and Customer shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, ACS' permitted subcontractors, or Customer's permitted consultants on a need-to-know basis, without the other Party's prior written consent.

6.0 INTELLECTUAL PROPERTY RIGHTS

6.1 Customer Content

All data created or transmitted by Customer and stored on ACS servers as part of the Services ("Customer Data") shall at all times be owned by Customer. ACS shall not own or have any interest rights in the Customer Data. Except as instructed by Customer directly or indirectly through instructions provided to the servers through Customer's use of the ACS Software, ACS shall treat Customer Data as Customer Confidential Information. ACS will upon (i) request of Customer at any time, and (ii) the cessation of all Termination/Expiration Assistance, promptly return to Customer, in the format and on the media in use as of the date of the request, all or any requested portion of the Customer Data. Archival tapes containing any Customer Data will be used by ACS solely for back-up purposes. Any conversion of data for porting to other applications will not be provided under this contract.

6.2 Proprietary Rights of ACS

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by ACS or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by ACS to provide the Services to Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "ACS Materials") shall remain the sole and

exclusive property of ACS or its suppliers. Customer acknowledges and agrees that ACS is in the business of designing and hosting Web-based applications and ACS shall have the right to provide services to third parties which are the same or similar to the Services and to use any ACS Materials providing such services.

6.3 License Grant

ACS grants Customer a non-exclusive license throughout the Term to perform, display, transmit, participate in the transfer of Customer Data and otherwise use the ACS Materials for the purposes of performing this Agreement. Customer shall have no residual rights to the ACS Materials beyond the term of this Agreement. Customer grants ACS the right to maintain administrative access to the Customer Data during the Term for purposes of performing this Agreement.

7.0 INSURANCE; RISK OF LOSS

7.1 Required Insurance Coverage

Throughout the Term, ACS shall, at its own expense, carry and maintain at least the kinds and minimum amounts of insurance listed below.

1. **Workers' Compensation Insurance:** As required by law.
2. **Commercial General Liability Insurance:** with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

ACS will furnish proof of coverage, in the form of a standard certificate of insurance, to the Customer's Procurement Officer within ten (10) days of contract execution. If any material policy changes occur during the life of contract, ACS shall provide updated proof of coverage, in the form of standard certificates of insurance, to Customer in a timely manner.

7.2 Risk of Loss

As of the effective date, each Party will be responsible for risk of loss of, and damage to, any equipment, software or other materials in its possession or under its control.

8.0 CHARGES

8.1 Charges

Subject to the other provisions of this Agreement, Customer will pay to ACS the amounts set forth in Exhibit B – Applicable Charges, attached hereto and made a part hereof. Services performed in connection with an authorized Supplemental Services Agreement (Schedule 1) may be performed either on a time and material (T&M) or fixed fee basis as specified in the SSA. The charges applicable during each renewal term will be mutually agreed to by the Parties and incorporated to this Agreement as an SSA.

8.2 Taxes

- (a) ACS will pay any sales, use, excise, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by ACS in connection with the Services.
- (b) Customer will pay when due any sales, use, excise, value-added, services, consumption, or other tax imposed by any taxing jurisdiction as of the effective date on the provision of the Services or any component thereof, as the rate of such tax may change from time to time during the applicable Term. If applicable, such taxes will be in addition to the Applicable Charges listed in Exhibit B.
- (c) If any taxing jurisdiction imposes after the effective date a new sales, use, excise, value-added, services, consumption, or other tax on the provision of the Services or any component thereof, the Parties will cooperate in attempting to reduce the amount of such tax to the maximum extent feasible. Customer will be liable for any such new tax, which is imposed on the Charges for the provision of the Services, or any component thereof.

9.0 INVOICES AND PAYMENT

9.1 Invoices and Payment

ACS will issue to Customer, on an annual basis, one (1) invoice for all amounts due with respect to services to be rendered and products to be delivered in the following calendar month. Payment terms for materials and services will be as specified in Exhibit B. Each invoice will separately state all applicable charges, reimbursable expenses and taxes payable. Invoices delivered pursuant to this Section 9.1 will be due and payable within thirty (30) days after invoice issuance, unless other payment terms are mutually agreed to. All periodic charges for any partial year under this Agreement and any applicable authorized SSA shall be prorated.

Invoices shall be submitted to:

Montgomery Township Department of Fire Service

Attn:

9.2 Late Payment

Any sum or credit due either Party under this Agreement that is not paid or granted on the date due will thereafter bear interest until paid or applied, as the case may be, at an annual rate of interest of 9% provided no interest will accrue during any billing dispute between the Parties.

10.0 WARRANTIES

10.1 ACS Warranties

ACS warrants that all services will be provided in a good and workmanlike manner and in accordance with generally applicable industry standards. EXCEPT AS EXPRESSLY PROVIDED IN

SECTION 10.1, ACS DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

10.2 Disclaimed Warranties

ACS exercises no control over, and accepts no responsibility for, the content of the information passing through ACS host computers, servers, network hubs and points of presence, or the Internet. As a convenience for Customer, ACS shall perform regular daily backup of all Customer Data. ACS shall use commercially reasonable efforts to recover any lost or corrupted data resulting from ACS negligence. Should ACS be unable to recover such lost or corrupted data, ACS' responsibility and liability for the loss of Customer Data shall be limited to restoring the data to the last required daily back up. Further, ACS and its suppliers are not liable for any temporary delay, outages or interruptions of the Services.

10.3 Customer Warranties

Customer warrants, represent and covenants to ACS that: (a) Customer will use the Services only for lawful purposes and in accordance with this Agreement; (b) all Customer content, including the Customer Data, does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

11.0 INDEMNIFICATION

ACS will protect, defend, indemnify, and save whole and harmless the Customer and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Customer relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of ACS, its employees, contractors or agents in connection with the performance of the Services;
- (b) Any third party claim brought against Customer relating to the willful or fraudulent misconduct of ACS, its employees, contractors or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Customer relating to an actual infringement of any United State's patent, copyright, or any actual trade secret disclosure, by ACS, its employees, contractors or agents in connection with the performance of the Services.

ACS will have a right of contribution from Customer with respect to any claim to the extent Customer is responsible for contributing to the alleged injury.

12.0 LIMITATION OF LIABILITY

12.1 Limit on Types of Damages Recoverable

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Limit on Amount of Direct Damages Recoverable

EACH PARTY'S TOTAL CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE U.S. DOLLAR EQUIVALENT OF THE TOTAL AMOUNT OF SERVICES PURCHASED BY THE CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE EITHER PARTY IS NOTIFIED BY THE OTHER OF ANY CLAIM. THIS LIMITATION WILL NOT APPLY TO ANY FEES OR CHARGES PAYABLE BY CUSTOMER UNDER THE AGREEMENT.

12.3 Force Majeure

- (a) Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure is caused, directly or indirectly, without fault by such Party, by: fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other cause beyond the reasonable control of such Party. Events meeting the criteria set forth above are referred to collectively as "Force Majeure Events."
- (b) Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such Party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within five (5) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

12.4 Actions of Other Party or Third Parties

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, failures caused by the other Party or by third party suppliers, subcontractors, and carriers. The Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

13.0 TERMINATION

13.1 Termination for Cause

- (a) Customer will have the option, but not the obligation, to terminate this Agreement for Cause for any material breach of the Agreement by ACS that is not cured by ACS within thirty (30) days of the date on which ACS receives Customer's written notice of such breach, or if a cure can not reasonably be fully completed within 30 days, a later date, provided ACS has provided a plan acceptable to Customer for such cure. Customer will exercise its termination option by delivering to ACS written notice of such termination identifying the scope of the termination and the termination date.
- (b) ACS will have the option, but not the obligation, to terminate this Agreement if Customer fails to pay when due undisputed amounts owed to ACS, and Customer fails to cure such failure within sixty (60) days after receipt from ACS of written notice from ACS.

13.2 Effect of Termination

Termination of this Agreement for any reason under this Section 13.0 will not affect (i) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

14.0 APPLICABLE LAW, JURISDICTION, VENUE, AND REMEDIES

14.1 Applicable Law

All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of New York.

14.2 Jurisdiction and Venue

The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located in State of New York and irrevocably agree that all actions or proceedings relating to this Agreement, will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

14.3 Equitable Remedies

The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, or (ii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

15.0 MISCELLANEOUS

15.1 Customer Provided Resources and Technical Working Environment

Customer shall provide ACS resources with reasonable access to Customer facilities, as well as secure storage areas for materials, equipment and tools. Other specific resource needs may be identified following contract award and will be commensurate with the level of effort required under the Statement of Work.

15.2 Binding Nature and Assignment

Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, that either may assign its rights and obligations under this Agreement to an affiliate, or to an entity which acquires all or substantially all of the assets or voting stock of that Party if such Affiliate or entity can demonstrate to the reasonable satisfaction of the other Party that it has the ability to fulfill the obligations of the assigning Party under this Agreement (and in the case of assignment by Customer, such third party agrees to pay any charges imposed by third parties relating to such assignments). No assignment by a Party will relieve such Party of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement will be binding on the Parties and their respective successors and assigns.

15.3 Amendment and Waiver

No supplement, modification, amendment or waiver of this Agreement will be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, amendment or waiver is sought. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

15.4 Further Assurances; Consents and Approvals

Each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Whenever this Agreement requires or contemplates any action, consent or approval, such Party will act reasonably and in good faith and (unless the Agreement expressly allows exercise of a Party's sole discretion) will not unreasonably withhold or delay such action, consent or approval.

15.5 Severability

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

15.6 Entire Agreement

This Agreement, including the Exhibits thereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

15.7 Notices

Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be deemed delivered to a Party (i) when delivered by hand or courier, (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 15.7, or (iii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to time specify by notice delivered in the foregoing manner):

If to Customer, to:

Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Attn: *TOWNSHIP MANAGER*

If to ACS, to:

ACS Government Systems, Inc.
2900 100th Street, Suite 309
Urbandale, IA 50322

Attn: Accounts Manager

15.8 Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

15.9 Independent Contractors & Use of Subcontractors

ACS will perform its obligations under this Agreement as an independent contractor of Customer. Nothing in this Agreement will be deemed to constitute ACS and Customer as partners, joint venturers, or principal and agent. ACS has no authority to represent Customer as to any matters, except as expressly authorized in this Agreement or in an authorized Supplemental Service Agreement. ACS has the right to use, if appropriate, qualified third party vendors.

15.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

Montgomery Township

By: _____

Name: _____

Title: _____

Date: _____

ACS GOVERNMENT SYSTEMS, INC.

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Statement of Work

This Statement of Work describes the application hosting services that ACS will provide to Customer in connection with this Agreement. Should additional services be required beyond or not defined in the scope of this Agreement, Customer and ACS may enter into a Supplemental Services Agreement as further described in Section 4.0 of the Agreement, subject to required Customer approvals.

1.0 Application Software and Related Services

A key element of this Statement of Work is to provide Customer during the term of the Agreement with licensed access to web version of FIREHOUSE Software Version 7 or above for use in the daily operation of their agency.

1.1 FIREHOUSE Software Application

ACS will provide Customer with access to the Applications and modules set forth in Exhibit B during the term of the Agreement, including FIREHOUSE Software Web Version 7 or above.

1.2 Key Assumptions Concerning Software

- ACS Software, subject matter experts and network services staff are available on a daily basis from 7:00 am to 6:00 pm (CST), Monday through Friday (except ACS holidays) via a toll-free support number.
- The above listed applications will be available and licensed for up to 5 concurrent users purchased by the Customer. Access to these applications will be provided during the Term of the Agreement, and via a browser based secure connectivity to an ACS Data Center facility where all programs and data will be securely stored and accessible.
- All access to the Services shall be controlled by user names and passwords issued by ACS to Customer from time to time upon request by Customer. Each user name and password will be unique to each staff member that Customer designates is authorized to access the Services. Customer is solely responsible for the security of the user names and passwords issued to Customer's staff members. Any access to the Services using such user names and passwords will be deemed access by Customer.
- All standard software upgrades will be provided to Customer at no additional charge during the term of the Agreement. Upgrades are implemented at ACS' discretion in accordance with ACS' standard general release schedule for upgrades.
- Subject to the clarification contained in the following sentence, Software will be modified for "mandated" State & Federal functional requirements that must be handled by or within the ACS FIREHOUSE Software Application. These mandated modifications / enhancements will be provided by ACS as long as they can reasonably be integrated into the base system architecture. At ACS' discretion, if the requirements are such that they cause major modification to either data structure or the systems base process flow architecture, then ACS will inform the Customer of

options, which may include additional cost, over and above the costs associated with this agreement.

- ACS data center personnel will physically handle and coordinate all software upgrades for any ACS directed base application enhancements or upgrades.
- In certain circumstances and/or to provide specific functionality, ACS may utilize third party application software in conjunction with its own ACS created software. In these instances, ACS will inform the Customer of this third party relationship. ACS will secure all necessary third party software licenses required to ensure proper and legal use by Customer during the Term in accordance with the Agreement.
- Unless otherwise specifically set forth in this Agreement, ACS shall have no responsibility for the correctness, performance or underlying program code relating to third party software (not developed by ACS) used in connection with the Services. However, the ACS Account Manager, as part of this Agreement, will act as a liaison to the appropriate third party vendor/s when problems or concerns arise.

2.0 Hardware & Systems Accessibility

ACS Owned Equipment & Software

- Customer understands that all software applications identified in Section 3 above will be hosted on ACS-owned remote data center computers. ACS will maintain a remote and highly secure data center where appropriate computer processing and wide-area network capabilities are located to serve Customer applications listed in this Agreement. Response times experienced by authorized users within Customer site will be maintained at commercially reasonable levels to accomplish the application and functional tasks set forth herein. Response time will be monitored and tuned by ACS data center operations staff on ACS controlled network links as needed. ACS is not responsible for network performance on network segments outside of ACS control.
- If specific hardware is provided to the customer to connect Customer Local Area Network to ACS data center, it will be properly maintained by ACS. Any maintenance or upgrade needed to this equipment, to meet the deliverables of this agreement, will be the responsibility of ACS.
- Customer will provide a safe, secure, and adequate environment to house necessary ACS owned equipment. Customer will inform ACS if/when these items are damaged or not operating properly.
- ACS will be responsible for the repair or replacement of ACS owned equipment if/when it is deemed not operating properly. ACS owned equipment that is deemed not operating properly, will be repaired or replaced within two (2) business days of ACS being notified of failure.
- The following equipment and software, if any, will be provided to the Customer for use as part of this Agreement. The equipment and software will be owned by ACS, but will be located at a Customer facility. Customer will be responsible for the risk of loss or damage to the equipment and software located at its facility for as long as such equipment and software is within its care, custody or control. ACS will be responsible for providing standard manufacturer maintenance coverage for all equipment supplied as part of this paragraph. ACS will also be responsible for

all shipment costs (both at the time of installation and at the time of retrieval). ACS will have no obligation to refresh the equipment or software in the absence of a contract amendment.

DESCRIPTION	MODEL	QUANTITY	MAINTENANCE
Not Applicable			

Customer Owned Equipment

- All required hardware, communication infrastructure, and related software will be the responsibility of the Customer.
- Customer will be responsible for maintaining or renewing any hardware maintenance agreements for their own equipment and at their own discretion.
- It is understood and agreed by ACS and Customer that the ACS services and equipment will integrate and connect to Customer equipment and/or network backbone, as a part of Customer's internal infrastructure.
- During the term of this Agreement, any upgrades, changes or additions to Customer owned equipment, or network environment that affects the connectivity, with ACS equipment or communication infrastructure, must be reviewed and approved by ACS. These upgrades, if approved, will be at Customer's expense unless otherwise mutually decided. If the Customer changes inhibit ACS' ability to provide the services of this Agreement, ACS will work with the Customer on a best effort basis to resolve the underlying technical issues. However, if through these efforts a correction is not available, the Customer will be responsible to restore their environment to previous levels of service delivery.
- During the term of this Agreement, any expenses for maintenance, replacement, or repair, of Customer owned equipment or software will be at expense of Customer.

3.0 Customer Data

- All data collected on tape or hard copy, or residing on ACS data center computers supplied by Customer to be utilized by ACS in the computer system data base to provide services herein, will remain the property of Customer, and no use will be made thereof beyond that listed in the Agreement, without written permission of Customer.
- ACS will upon request of Customer at any time promptly return to Customer, in either text or Firehouse database format at Customer's option, all or any requested portion of the Customer Data. Any conversion of data for porting to other applications, including conversion to spreadsheet format, will not be provided under this contract. ACS may at its sole discretion provide such conversion pursuant to further negotiations with Customer, including negotiations regarding price.

- All Customer data located on ACS computers in ACS Data Center/s will be backed up routinely, professionally and daily and stored in secure off-site locations; retrievable by ACS for Customer for any contingencies.
- ACS shall be authorized to view and use all reports, data, or other material prepared by it for the Customer under this Agreement, but shall not disclose, nor permit disclosure of, any information designated by Customer as confidential, except authorized recipients as specifically and in writing designated by Customer.

4.0 Professional Support Services

- ACS Software, subject matter expert and Network Services staff will be available daily from 7:00 am to 6:00 pm (CST), Monday through Friday (other than ACS holidays) via toll free 800 support number. Call-back time from ACS support will average at or under 1 hour.
- All monitoring of the ACS Wide Area Network communications environment and continuous operations, ACS remote data Center operations and security, and secure back-ups and remote storage of Customer Data will be responsibility of ACS.
- There will be no on-site visits by ACS staff on Customer locations. Should Customer request such visits for any reason, ACS will be entitled to compensation for the hours worked (as well as reasonable travel time), as well as reimbursement for travel and living expenses. Services will be billable at the then current ACS labor rate, but not initiated without the written consent of Customer.
- Troubleshooting, repair, and replacement of ACS provided equipment listed in section 2.0 above. Note: The removal of Spyware, Adware, Data Mining, and other infections are outside the scope of these support services and may incur standard time/material support charges. Customer will not incur any additional charges without prior written approval.

5.0 Customer Responsibilities

While ACS will provide the account management, staffing, and computer hardware and software resources to provide the required services, Customer agrees to provide the following resources to support this effort:

- Identify the Customer Contract Administrator who will be the main contact for the ACS Account Manager, for all service delivery issues.
- Identify Customer personnel in each department that can be the key contacts for the ACS support team with regard to the specific software applications and functions related to the ACS services.
- Customer is responsible for and controls all security on its internal Local Area Network/s, central computing, and desktop computing environments.

- Customer is responsible for all support services (technical and user) on its owned and internal LAN, other WAN connections outside of ACS WAN, Central Computing, and desktop computing environments.
- Customer will provide, and is responsible for, the internal infrastructure necessary to allow ACS to establish secure electronic communications and access to and from the ACS remote data center.
- Customer is responsible for all Customer owned or purchased equipment set-up and integration into their own desktop or network environment.
- Customer shall, at its sole expense, at all times during the term of this Agreement, protect ACS owned materials and/or equipment, which are located on Customer site, from deterioration other than normal wear and tear. Customer shall not use the ACS owned items located on Customer premises for any purposes other than those for which they were designed hereunder. Customer shall bear the risk of loss or damage from fire, the elements, theft or otherwise from the time of and after the delivery of the items to the Customer's delivery address.
- Customer will not move any ACS owned items or permit them to be moved from the original installation address without ACS' prior written consent. Upon the request of ACS, Customer shall make the materials available to ACS during regular business hours for inspection at the place where it is normally located and shall make Customer's records pertaining to the materials available to ACS for inspection.
- Except where the Parties mutually agree to extend the term of the Agreement past the initial term or any successive renewal period, upon termination (by expiration or otherwise) of this Agreement, Customer shall, pursuant to ACS' instructions and at Customer's expense, return the materials and any documentation or other tangible manifestation of the materials to ACS in the same operating order, repair, condition and appearance as when received, except for normal wear and tear. Customer shall return the materials to ACS at its address set forth herein or at such other address within the United States as directed by ACS.
- Customer shall not, without the prior written consent of ACS, affix or install any accessory, equipment or device to any ACS owned items which are located on the Customer site, which may either impair the originally intended function or that cannot be readily removed without causing material damages. The Customer will not, without the prior written consent of ACS and subject to such conditions as ACS may impose for its protection, affix these items to any real property if, as a result thereof, such materials will become a permanent fixture under applicable law.

Exhibit B
Applicable Charges

1.0 Based Yearly Fee

Customer shall pay ACS an annual fee as outlined below for 5 years for services starting on 6/1/12 and ending on 6/01/17 .

Services will be invoiced in advance at the start of the service year, and payments are due on a net 30 day basis.

Payment Schedule:

	Yearly Fee
Year 1	\$3,766.85
Year 2	\$3,766.85
Year 3	\$3,766.85
Year 4	\$3,766.85
Year 5	\$3,766.85

Modules and Concurrent Users

Customer shall have the following concurrent user access: 5

The following Firehouse Modules will be available to the customer:

MODULES	Yes or No
Incident Module	Yes
EMS Module	Yes
Staff	Yes
Training and Certifications	Yes
Occupancy Management Module	Yes
Inventory Management Module	Yes
Hydrant Module	Yes
Staff Scheduling	No
Accounts Receivable	No
FH Sketch	Yes
CAD Monitor	Yes
VPN connection required for CAD data transfers	Yes

2.0 Other ACS Services

Services provided to Customer by ACS, that are beyond the scope of this Agreement, or are in addition to or supplemental to the scope of this Agreement, will be provided at the then current ACS labor rate during the Term. The ACS Account Manager will always obtain prior approval from Customer on the nature of the services, personnel assigned and estimated time and expenses to be incurred. All such services will be performed in accordance with a fully executed Supplemental Service Agreement (Schedule 1).

Pricing Assumptions:

- Except as otherwise set forth herein, travel, lodging, meals and incidental expenses for ACS staff that are directly related to performing the specific deliverables of this Agreement will be the responsibility of ACS.
- Any other “expenses” that fall outside the deliverables of this Agreement will be the responsibility of Customer. The ACS Account Manager will establish an approval process by Customer prior to incurring the expense.

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

SUBJECT: Consider Authorization to Execute and Record Deeds – Winner Circle Open Space

MEETING DATE: June 11, 2012

ITEM NUMBER: #12

MEETING/AGENDA: WORK SESSION ACTION CONSENT NONE

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

INITIATED BY: Bruce S. Shoupe
Director of Planning and Zoning

BOARD LIAISON: Candyce Fluehr Chimera -
Chairman

BACKGROUND:

In 1997 the open space areas within Winner Circle Development were inadvertently dedicated to the Township. Last year during research for updating the Township's Park and Recreation plan it was discovered that only 4 of the 13 open space areas were intended to be dedicated to the Township. A plan is attached showing the areas in question. Parcels marked 1,4,11 &12 will remain the Townships and Parcels marked 2,3,5 thru 10 and 13 will be deeded to the Winner Circle HOA.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

Execute and record two new deeds, which would transfer 9 of the 13 open space areas back to the Homeowners Association and the other deed listing the 4 open space areas to be retained by the Montgomery Township

BUDGET IMPACT:

None.

RECOMMENDATION:

That these deeds be recorded by the Township Solicitor

MOTION/RESOLUTION:

See attached

MOTION _____ SECOND _____

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

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

RESOLUTION #

WHEREAS, it being discovered that 9 of the 13 Open Space areas in the Winner Circle Development were inadvertently dedicated to the Montgomery Township in 1997 and;

WHEREAS, only 4 of the 13 Open Space Areas were to be dedicated to Montgomery Township.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Supervisors of Montgomery Township that the Township Solicitor and Township Manager is to be authorized to Execute and Record deeds at the Montgomery County Recorder of Deeds to identify the correct Ownership of each Open Space Parcel.

MOTION BY:

SECOND BY:
DATE:

VOTE:

xc: Applicant, Gilmore Associates, B. Shoupe, Finance Department, M. Stoerrle, Minute Book, Resolution File, File





GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description
"Winners Circle"
Open Space Parcels 1, 4, 11 and 12
Township of Montgomery, County of Montgomery
Commonwealth of Pennsylvania**

OPEN SPACE - Area # 1 Parcel ID 46-00-00545-48-9

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown in the record plan Phase 3, for Winners Circle, sheet 1 and 2 of 32, prepared for K. Hovnanian Companies, Inc. of the Delaware Valley, by Showalter & Associates, Chalfont, Pennsylvania dated October 14, 1991, and described as follows:

BEGINNING at a concrete monument at the Southerly ultimate right-of-way line of County Line Road and the Northeast corner of Open Space Area 1 and the lands of N/L Gregory J. and Jacqueline C. Knecht; **THENCE**, along the said right-of-way, S 55° 34' 08" E, a distance of 103.68 feet, to a point of curvature at the intersection of the ultimate right-of-way of Claremont Drive; **THENCE**, along a curve to the right, having a radius of 25.00 feet, a central angle of 90° 00' 00", an arc length of 39.27 feet, a chord bearing of S 10° 34' 08" E, and a chord distance of 35.36 feet, to a point of tangency; **THENCE**, S 34° 25' 52" W, a distance of 37.57 feet, to a point of curvature; **THENCE**, along a curve to the right, having a radius of 125.00 feet, a central angle of 22° 07' 57", an arc length of 48.29 feet, a chord bearing of S 45° 29' 50" W, and a chord distance of 47.99 feet, to a point of tangency; **THENCE**, S 56° 33' 49" W, a distance of 79.81 feet, to a point of curvature; **THENCE**, on a curve to the left, having a radius of 175.00 feet, a central angle of 21° 17' 47", an arc length of 65.05 feet, a chord bearing of S 45° 54' 56" W, and a chord distance of 64.67 feet, to a point of tangency; **THENCE**, S 35° 16' 02" W, a distance of 320.53 feet, to a point of curvature; **THENCE**, on a curve to the left, having a radius of 175.00 feet, a central angle of 26° 08' 23", an arc length of 79.84 feet, a chord bearing of S 22° 11' 51" W, and a chord distance of 79.15 feet, to a point of tangency; **THENCE**, S 09° 07' 39" W, a distance of 224.51 feet, to a point of curvature; **THENCE**, on a curve to the right, having a radius of 325.00 feet, a central angle of 62° 57' 05", an arc length of 357.08 feet, a chord bearing of S 40° 36' 11" W, and a chord distance of 339.39 feet, to a point at the Southeast corner of Lot 78 of Winners Circle Subdivision; **THENCE**, along the rear lot lines of Lots 78, 79, 80, 81, and 82, N 05° 57' 22" E, a distance of 153.96 feet, to an angle point on the rear of Lot 82; **THENCE**, N 01° 13' 57" E, a distance of 99.84 feet, to a point on the Northerly corner of Lot 83 and the lands of N/L Equus Ltd. Partnership; **THENCE**, along the land of Equus Ltd. Partnership, N 35° 16' 02" E, a distance of 700.00 feet, to an iron pin found at the corner of lands of Equus Ltd. Partnership, and lands of N/L Gregory J. and Jacqueline C. Knecht; **THENCE**, along the lands of N/L Gregory J. and Jacqueline C. Knecht, N 27° 57' 22" E, a distance of 268.12 feet to a point, said point being the **PLACE OF BEGINNING**.

CONTAINING 110,620.37 S.F. of land or 2.5395 Acres more or less.

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Phone: 215-345-4330 | Fax: 215-345-8606

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OPEN SPACE - Area # 4 Parcel ID 46-00-00545-47-1

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown on the record plan Phase 3, for Winners Circle, Sheet 1 of 32 and 2 of 32, prepared for K. Hovnanian Companies of the Delaware Valley, Inc., by Showalter & Associates, Chalfont, Pennsylvania, dated October 14, 1991, and last revised dated September 11, 1992, bounded and described as follows:

BEGINNING at a point on the Southerly right-of-way line of Claremont Drive, and the Northeast corner of Lot 128 of the Winners Circle Subdivision; **THENCE**, along the Claremont Drive right-of-way, along a curve to the left, having a radius of 375.00 feet, a central angle of 43° 48' 56" (erroneously shown on the plan as 43° 55' 49"), an arc length of 286.77 feet, (erroneously shown on the plan as 287.30 feet), a chord bearing of N 52° 44' 15" E, and a chord distance of 279.83 feet, to a point, on the corner of Lot 40 and the right-of-way of Claremont Drive; **THENCE**, along the rear lot lines of Lots 40, 39, 38, 37, 36, and 35, S 79° 22' 21" E, a distance of 205.69 feet, to a point, on the corner of Lot 35 and Lot 34; **THENCE**, along the rear lot line of Lot 34, N 69° 18' 20" E, a distance of 31.63 feet, to a common point on the corner of Open Space Area 2, and on the rear line of Lot 34; **THENCE**, along the Southerly boundary of Open Space Area 2, the following four courses and distances: 1) S 68° 57' 57" E, a distance of 47.07 feet, to a point, 2) S 43° 08' 03" E, a distance of 28.97 feet, to a point, 3) S 66° 51' 39" E, a distance of 33.50 feet, to a point, 4) N 53° 20' 08" E (erroneously shown on the plan as N 53° 11' 30" W), a distance of 19.07 feet, to a point on the future S.R. 202 relocation and the Southeast corner of Open Space Area 2; **THENCE**, along the future 202 relocation, S 36° 39' 52" W, a distance of 931.48 feet, to a point on the corner of lands of N/F J. Walter and Jean M. Rex; **THENCE**, along the lands of N/F J. Walter and Jean M. Rex the following three courses and distances: 1) N 53° 20' 50" W, a distance of 100.00 feet, to a point, 2) S 36° 39' 52" W, a distance of 100.00 feet, to a point, 3) S 53° 20' 08" E, a distance of 100.00 feet, to a point on the line of the future Route 202 relocation; **THENCE**, along the future Route 202 relocation, S 36° 39' 52" W, a distance of 130.62 feet, to a point on the corner of the Westgate Development; **THENCE**, along the Northerly boundary line of the Westgate Development, N 63° 24' 38" W, a distance of 1379.29 feet, to a point in the easterly ultimate right-of-way of Upper State Road; **THENCE**, along the ultimate right-of-way line of Upper State Road, N 35° 18' 11" E, a distance of 81.03 feet, to a point in the Southwest corner of Lot 210; **THENCE**, along the rear lot lines of Lots 210, 209, 208, and 207, S 54° 40' 57" E, a distance of 175.01 feet, to a point, on the corner of Lot 207, and 206; **THENCE**, S 53° 20' 26" E, a distance of 51.40 feet, to a point in the corner of Lot 206 and 205; **THENCE**, along the rear lot lines of Lots 205, 204, 203, 202, 201, 200, 199, 198, 197, 196, 195, and 194, S 63° 16' 00" E, a distance of 351.50 feet, to a point in the Southeast corner of Open Space Area 12; **THENCE**, along Open Space Area 12, the following nine courses and distances: 1) S 25° 23' 20" E, a distance of 24.07 feet, to a point, 2) S 61° 04' 45" E, a distance of 44.45 feet, to a point, 3) S 54° 04' 49" E, a distance of 32.96 feet, to a point, 4) S 50° 59' 11" E, a distance of 67.09 feet, to a point, 5) N 82° 40' 02" E, a distance of 19.92 feet, to a point, 6) S 67° 40' 25" E, a distance of 51.15 feet, to a point, 7) N 46° 41' 05" E, a distance of 50.25 feet, to a point, 8) N 07° 47' 15" E, a distance of 53.94 feet, to a point, 9) N 14° 14' 45" W, a distance of 227.27 feet, to a point on the Northeast boundary line of Open Space Area 12; **THENCE**, along the Northeast boundary line of Open Space Area 12 and the rear lot line of Lot 190, N 23° 51' 56" W, a distance of 81.84 feet, to a point on the corner of Lots 190 and 189; **THENCE**, along the rear lot lines of Lots 189, 188, 187, 186, 185, 184, 183, 182, 181, 180, 179, 178, 177, and Lot 176, N 46° 40' 57" W, a distance of 397.00 feet, to a

point, on the corner of Lot 176; **THENCE**, along the Westerly lot line of Lot 176, S 43° 19' 03" W, a distance of 108.50 feet, to a common point on the corner of Lots 176 and 175; **THENCE**, along the Northerly lot line of Lot 175, N 54° 40' 57" W, a distance of 137.04 feet, to a point, on the ultimate right-of-way line of Upper State Road; **THENCE**, along the ultimate right-of-way of Upper State Road, N 35° 18' 11" E, a distance of 228.00 feet, to a point on the corner of Open Space Area 10; **THENCE**, along the Southerly line of Open Space Area 10, the following four courses and distances: 1) S 54° 41' 49" E, a distance of 35.57 feet, to a point, 2) N 64° 44' 13" E, a distance of 54.19 feet, to a point, 3) S 60° 39' 30" E, a distance of 45.95 feet, to a point, 4) S 54° 54' 04" E, a distance of 197.69 feet, to a point, on the corner of Lot 170 and Open Space Area 10; **THENCE**, along the rear lot lines of Lots 170, 169, 168, 167, and 166, S 61° 01' 41" E, a distance of 134.00 feet, to a point on the corner of Lots 165, and 166; **THENCE**, along the rear lot line of Lot 165, S 69° 26' 10" E, a distance of 32.22 feet, to a point, on the corner of Lots 164, and 165; **THENCE**, along the rear lot lines of Lots 164, 163, and 162, S 42° 48' 39" E, a distance of 86.00 feet to a point, on the corner of Lots 162, and 161; **THENCE**, along the rear lot line of Lot 161, S 36° 14' 42" E, a distance of 25.44 feet, to a point, on the corner of Lots 160, and 161; **THENCE**, along the rear lot lines of Lots 160, 159, 158, 157, 156, and 155, S 18° 50' 53" E, a distance of 177.00 feet, to a point, on the corner of Open Space Area 11 and Lot 155; **THENCE**, along Open Space Area 11, the following eight courses and distances: 1) S 15° 50' 54" E, a distance of 37.30 feet, to a point, 2) S 15° 12' 38" E, a distance of 81.57 feet, to a point, 3) S 16° 42' 50" W, a distance of 126.38 feet, to a point, 4) S 38° 31' 46" E, a distance of 217.00 feet, to a point, 5) N 70° 51' 14" E, a distance of 109.34 feet, to a point, 6) N 26° 04' 05" E, a distance of 65.28 feet, to a point, 7) N 08° 58' 06" E, a distance of 48.80 feet, to a point, 8) N 19° 54' 17" E, a distance of 18.70 feet, to a point, the Southeasterly corner of Lot 144; **THENCE**, along the Easterly lot line of Lot 144, N 39° 09' 07" E, a distance of 107.00 feet, to a point on the Northeast corner of Lot 144; **THENCE**, along the front lot line of Lot 144, N 50° 50' 53" W, a distance of 20.00 feet, to a point on the front lot line of Lot 144 and the Southeast corner of Pimlico right-of-way; **THENCE**, along the Pimlico Way right-of-way, the following two courses and distances: 1) N 39° 09' 07" E, a distance of 24.00 feet, to a point, 2) N 50° 50' 53" W, a distance of 21.59 feet, to a point, on the Southeast corner of Lot 135; **THENCE**, along the rear lot lines of Lots 135, 134, 133, 132, and 131, N 32° 21' 16" E, a distance of 192.52 feet, to a point on the rear lot line of Lot 131; **THENCE**, along the rear line of Lot 131, N 29° 12' 35" E, a distance of 10.74 feet, to an angle point on Lot 131; **THENCE**, along the rear lot lines of Lots 131, 130, 129, and 128, N 17° 46' 28" E, a distance of 95.25 feet, to a point on the rear of Lot 128; **THENCE**, N 10° 46' 25" W, a distance of 54.91 feet, to a point on the right-of-way of Claremont Drive, said point being the **PLACE OF BEGINNING**.

CONTAINING: 621,539.12 S.F. or 14.2686 acres more or less.

OPEN SPACE – Area # 11 Parcel ID 46-00-03083-64-2

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown on the record plan Phase 1, for Winners Circle, Sheet 2 of 32, prepared for K. Hovnanian Companies of the Delaware Valley, Inc., by Showalter & Associates, Chalfont, Pennsylvania, dated October 14, 1991, and last revised date September 11, 1992, bounded and described as follows:

BEGINNING at a common point on the Southwest corner of Lot 154 and the Southeast corner of Lot 155; **THENCE**, along the rear lot lines of Lots 154, 153, 152, S 45° 25' 10" E, a distance of 113.65 feet, to a point on the corner of Lot 151 and Lot 152; **THENCE**, S 53° 15' 28" E, a distance of 47.70 feet, to a point on the corner of Lot 150 and Lot 151; **THENCE**, along the rear lot lines of Lots 150 through 144, S 50° 50' 53" E, a distance of 198.50 feet, to a point on the Southeast corner of Lot 144 and a corner of Open Space Area 4; **THENCE**, along the Open Space Area 4 the following eight (8) courses and distances 1) S 19° 54' 17" W, a distance of 18.70 feet, to a point; 2) S 08° 58' 06" W, a distance of 48.80 feet, to a point; 3) S 26° 04' 05" W, a distance of 65.28 feet, to a point; 4) S 70° 51' 14" W, a distance of 109.34 feet, to a point; 5) N 38° 31' 46" W, a distance of 217.00 feet, to a point; 6) N 16° 42' 50" E, a distance of 126.38 feet, to a point; 7) N 15° 12' 38" W, a distance of 81.57 feet, to a point; 8) N 15° 50' 54" W, a distance of 25.36 feet, to a point, said point being the **PLACE OF BEGINNING**.

CONTAINING: 56,037.01 S.F. or 1.2864 Acres more or less.

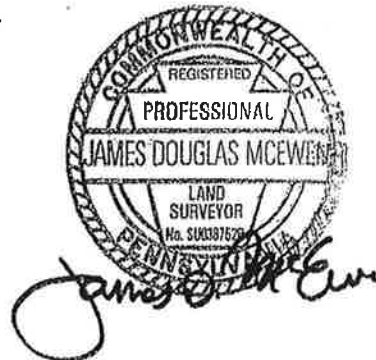
OPEN SPACE - Area # 12 Parcel ID 46-00-00001-30-4

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown on the record plan Phase 2, for Winners Circle, Sheet 2 of 32, prepared for K. Hovnanian Companies of the Delaware Valley, Inc., by Showalter & Associates, Chalfont, Pennsylvania, dated October 14, 1991, and last revised date September 11, 1992, bounded and described as follows:

BEGINNING at a common point on the Northeast corner of Lot 190 and Open Space Area 4; **THENCE**, along Open Space Area 4 the following ten (10) courses and distances: 1) S 23° 51' 56" E, a distance of 22.51 feet, to a point; 2) S 14° 14' 45" E, a distance of 227.27 feet, to a point; 3) S 07° 47' 14" W, a distance of 53.94 feet, to a point; 4) S 46° 41' 05" W, a distance of 50.25 feet, to a point; 5) N 67° 40' 25" W, a distance of 51.15 feet, to a point; 6) S 82° 40' 02" W, a distance of 19.92 feet, to a point; 7) N 50° 59' 11" W, a distance of 67.09 feet, to a point; 8) N 54° 04' 49" W, a distance of 32.96 feet, to a point; 9) N 61° 04' 45" W, a distance of 44.45 feet, to a point; 10) N 25° 23' 20" W, a distance of 24.07 feet, to a point, on the corner of Lot 194 Winners Circle Subdivision; **THENCE**, along the Easterly lot line of Lot 194, N 26° 44' 00" E, a distance of 90.35 feet, to a common point on the corner of Lot 193 and Lot 194; **THENCE**, along the Southerly lot line of Lot 193, S 65° 13' 14" E, a distance of 68.05 feet, to a point in the Southeast corner of Lot 193; **THENCE**, along the rear lot lines of Lots 193, 192, 191, and 190, N 24° 46' 46" E, a distance of 170.63 feet, to a point, said point being the **PLACE OF BEGINNING**.

CONTAINING: 39,832.93 S.F. or 0.9144 acres more or less.

Dated: April 20, 2012
File No.: 12-04037
JDM/jm





GILMORE & ASSOCIATES, INC.

ENGINEERING & CONSULTING SERVICES

Metes and Bounds Description

"Winners Circle"

Open Space Parcels 2, 3, 5 thru 10, and 13 Township of Montgomery, County of Montgomery Commonwealth of Pennsylvania

OPEN SPACE - Area #2 Parcel ID 46-00-00545-49-8

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown on the record plan Phase 3, for Winners Circle, Sheet 1 of 32, prepared for K. Hovnanian Companies of the Delaware Valley, Inc., by Showalter & Associates, Chalfont, Pennsylvania, dated October 14, 1991, and last revised date September 11, 1992, bounded and described as follows:

BEGINNING at a concrete monument at the corner of the ultimate right-of-way of County Line Road, the Northeast corner of Open Space Area 2 of the Winners Circle Subdivision, and the Northwest corner of future S.R. 202 relocation; **THENCE**, along the future S.R. 202 relocation, S 36° 39' 52" W, a distance of 844.33 feet, to a point on the corner of Open Space Area 4 of the Winners Circle Subdivision; **THENCE**, along Open Space Area 4, the following four (4) courses and distances: 1) N 53° 20' 08" W, (erroneously shown on the plan as N 53° 11' 30" W) a distance of 19.07 feet; 2) N 66° 51' 39" W, a distance of 33.50 feet; 3) N 43° 08' 03" W, a distance of 28.97 feet; 4) N 68° 57' 57" W, a distance of 47.07 feet, to a point, on the rear lot line of Lot 34, Winners Circle Subdivision; **THENCE**, along the rear lot lines of Lots 34 through 31, N 79° 48' 30" E, a distance of 132.33 feet, to an angle point on the rear of Lot 31; **THENCE**, along the rear lot lines of Lots 31 through 22, N 36° 39' 52" E, a distance of 299.03 feet, to an angle point on the rear of Lot 22; **THENCE**, along the rear lot line of Lot 22, S 53° 20' 50" E, a distance of 15.00 feet, to a point on the rear lot line of Lot 22; **THENCE**, along the rear lot lines of Lots 22 through 12, N 36° 39' 52" E, a distance of 463.36 feet to a point on the ultimate right-of-way of County Line Road and the Northeast corner of Lot 12; **THENCE**, along the ultimate right-of-way of County Line Road, S 55° 34' 08" E, a distance of 20.02 feet, to a concrete monument, said monument being the **PLACE OF BEGINNING**.

CONTAINING: 26,245.69 S.F. or 0.6025 acres more or less.

Open Space - Area #3 Parcel ID 46-00-03286-96-1

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown on the record plan Phase 3, for Winners Circle, Sheet 1 of 32, prepared for K. Hovnanian Companies of the Delaware Valley, Inc., by Showalter & Associates, Chalfont, Pennsylvania, dated October 14, 1991, and last revised date September 11, 1992, bounded and described as follows:

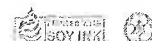
BEGINNING at the intersection of the Easterly right-of-way line of Claremont Drive and the Southerly right-of-way line of Saratoga Way; **THENCE**, along a curve to the right, having a radius of 30.00 feet, a central angle of 89° 57' 56", an arc length of 47.11 feet, a chord bearing of S 9° 21' 18" E, and a chord distance of 42.41 feet, to a point of tangency on the Saratoga Way right-of-way; **THENCE**, S 35° 37' 39" W, a distance of 86.56 feet, to a point of curvature; **THENCE**, along a curve to the right, having a radius of 30.00 feet, a central angle of 65° 00' 00", an arc length of 34.03 feet, a chord bearing of S 68° 07' 39" W, and a chord distance of 32.24 feet, to a point of tangency; **THENCE**, N 79° 22' 21" W, a distance of 10.42 feet, to a point, on a curve, on the easterly right-of-way line of Claremont Drive; **THENCE**, along a curve to the

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right, along the Claremont Drive right-of-way, having a radius of 125.00 feet, a central angle of 10° 58' 39", an arc length of 23.95 feet, a chord bearing of N 29° 46' 43" E, and a chord distance of 23.91 feet, to a point of tangency; **THENCE**, N 35° 16' 02" E, a distance of 124.36 feet, to a point, said point being the **PLACE OF BEGINNING**.

CONTAINING: 3,931.81 S.F. or 0.0902 acres more or less.

OPEN SPACE – Area #5 Parcel ID 46-00-0003-67-8

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown on the record plan Phase 1, for Winners Circle, sheet 2 of 32, prepared for K. Hovnanian Companies, Inc. of the Delaware Valley, by Showalter & Associates, Chalfont, Pennsylvania dated October 14, 1991, and last revised date September 11, 1992, bounded and described as follows:

BEGINNING at a point on the Northerly right-of-way line of Claremont Drive, the Southeast corner of Lot 107 and the Southwest corner of Open Space Area 5; **THENCE**, along the rear lot lines of Lots 107, 106, 105, and 104, N 34° 09' 07" E, a distance of 142.00 feet, **THENCE**, along the Northerly lot line of Lot 104, N 55° 50' 53" W, a distance of 106.92 feet, to a point on a curve, on the right-of-way line of Aqueduct Drive and the corner of Lot 104; **THENCE**, along a curve to the right, having a radius of 30.00 feet, a central angle of 82° 44' 44", an arc length of 43.33 feet, a chord bearing of N 79° 35' 00" E, and a chord distance of 39.66 feet, to a point on the right-of-way of Aqueduct Drive; **THENCE**, S 59° 02' 38" E, a distance of 198.52 feet, to a point of curvature; **THENCE**, along a curve to the right, having a radius of 30.00 feet, a central angle of 45° 31' 44", an arc length of 23.84 feet, a chord bearing of S 36° 16' 46" E, and a chord distance of 23.22 feet, to a point on the corner of Lot 103; **THENCE**, along the Northerly lot line of Lot 103, N 84° 02' 38" W, a distance of 105.28 feet, to a point on the rear corner of Lot 103 and Open Space Area 5; **THENCE**, along the rear lot lines of Lots 103, 102, 101, and 100, S 05° 57' 22" W, a distance of 135.37 feet, to a point, on a curve, on the right-of-way of Claremont Drive; **THENCE**, along a curve to the right, having a radius of 325.00 feet, a central angle of 09° 04' 38", an arc length of 51.49 feet, a chord bearing of N 60° 23' 11" W, and a chord distance of 51.43 feet, to a point of tangency; **THENCE**, along the Claremont Drive right-of-way, N 55° 50' 53" W, a distance of 61.31 feet, to a point, said point being the **PLACE OF BEGINNING**.

CONTAINING: 18,343.60 S.F. or 0.4211 acres more or less.

OPEN SPACE - Area # 6 Parcel ID 46-00-00057-57-2

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown on the record plan phase 1, for Winners Circle, Sheet 2 of 32, prepared for K. Hovnanian Companies of the Delaware Valley, Inc., by Showalter & Associates, Chalfont, Pennsylvania, dated October 14, 1991, and last revised date September 11, 1992, bounded and described as follows:

BEGINNING at the intersection of the Easterly Claremont Drive right-of-way (50' wide) and the common line between Lots 99, and 108, **THENCE**, along said right-of-way N 61° 20' 42" W, a distance of 145.55 feet, to a point, said point be the intersection of the Claremont Drive right-of-way and the Delmar Court (Belmont Court on record plan) right-of-way (24 feet wide); **THENCE**, along the Delmar Court (Belmont Court on record plan) right-of-way N 35° 19' 03" E,

a distance of 55.40 feet, to a point, said point being the Southeasterly corner of the central right-of-way of Delmar Court (Belmont Court on record plan) and the **TRUE PLACE OF BEGINNING**.

THENCE, along side right-of-way the following four (4) courses and distances: 1) N 54° 40' 57" W, a distance of 56.00 feet, to a point; 2) N 35° 19' 03" E, a distance of 81.50 feet, to a point of curvature; 3) **THENCE**, along a curve to the right, having a radius of 28.00 feet, a central angle of 180° 00' 00", an arc length of 87.96 feet, a chord bearing of S 54° 40' 57" E, and a chord distance of 56.00 feet, to a point of tangency; 4) **THENCE**, S 35° 19' 03" W, a distance of 81.50 feet, to a point, said point being the **TRUE PLACE OF BEGINNING**.

CONTAINING: 5,795.50 S.F. or 0.1330 acres more or less.

OPEN SPACE – Area #7 Parcel ID 46-00-00057-55-4

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown on the record plan Phase 1, for Winners Circle, Sheet 2 of 32, prepared for K. Hovnanian Companies of the Delaware Valley, Inc., by Showalter & Associates, Chalfont, Pennsylvania, dated October 14, 1991, and last revised date September 11, 1992, bounded and described as follows:

BEGINNING at the intersection of the Easterly right-of-way Claremont Drive (50' wide) and the common line between Lots 99 and 108; **THENCE**, along said right-of-way N 61° 20' 42" W, a distance of 145.55 feet, to a point, said point being the **TRUE PLACE OF BEGINNING**.

THENCE, along the right-of-way of Claremont Drive, N 61° 20' 42" W, a distance of 16.57 feet, to a point of curvature; **THENCE**, along a curve to the left, having a radius of 300.00 feet, a central angle of 04° 16' 28", an arc length of 22.38 feet, a chord bearing of N 63° 28' 56" W, and a chord distance of 22.38 feet, to a point of tangency; **THENCE**, N 65° 37' 10" W, a distance of 93.80 feet, to a point of curvature; **THENCE**, along a curve to the right, having a radius of 235.00 feet, a central angle of 10° 56' 13", an arc length of 44.86 feet, a chord bearing of N 60° 09' 03" W, and a chord distance of 44.79 feet, to a point of tangency; **THENCE**, N 54° 40' 57" W, a distance of 41.19 feet, to a point of curvature; **THENCE**, along a curve to the right, having a radius of 25.00 feet, a central angle of 89° 59' 07", an arc length of 39.26 feet, a chord bearing of N 09° 41' 23" W, and a chord distance of 35.35 feet, to a point of tangency on the ultimate right-of-way of Upper State Road; **THENCE**, along the said right-of-way, N 35° 18' 11" E, a distance of 11.35 feet, to a point on the Southwest corner of Lot 127; **THENCE**, along Lot 127 the following two courses and distances: 1) S 54° 40' 57" E, a distance of 161.45 feet, to a point; 2) N 35° 19' 03" E, a distance of 22.46 feet, to a point, said point being a common point on the Southerly right-of-way line of Delmar Court (Belmont Court on record plan) and a point on the front lot line of Lot 127, of Winners Circle Subdivision; **THENCE**, along the said right-of-way the following two (2) courses and distances: 1) S 54° 40' 57" E, a distance of 80.00 feet, to a point; 2) S 35° 19' 03" W, a distance of 31.40 feet, to a point on the Northerly right-of-way of Claremont Drive, being the **TRUE PLACE OF BEGINNING**.

CONTAINING: 8,198.79 S.F. or 0.1882 acres more or less.

OPEN SPACE – Area #8 Parcel ID 46-00-03083-66-9

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown on the record plan Phase 1, for Winners Circle, Sheet 2 of 32, prepared for K. Hovnanian Companies of the Delaware Valley, Inc., by Showalter & Associates, Chalfont, Pennsylvania, dated October 14, 1991, and last revised date September 11, 1992, bounded and described as follows:

BEGINNING at a common point on the Southwest corner of Lot 143 of Winners Circle Subdivision and the Northerly right-of-way line of the Pimlico Way right-of-way; **THENCE**, along the Pimlico Way right-of-way, N 18° 50' 53" W, a distance of 20.72 feet, to a point of curvature; **THENCE**, along a curve to the left, having a radius of 212.00 feet, a central angle of 34° 35' 20", an arc length of 127.98 feet, a chord bearing of N 36° 08' 33" W, and a chord distance of 126.05 feet, to a point on the right-of-way of Aqueduct Drive; **THENCE**, along the Aqueduct Drive right-of-way N 34° 09' 07" E, a distance of 28.19 feet, to a point on the Claremont Drive right-of-way; **THENCE**, along the Claremont Drive right-of-way, S 55° 50' 53" W, a distance of 168.31 feet to a point of curvature; **THENCE**, along a curve to the left, having a radius of 375.00 feet, a central angle of 04° 38' 56", an arc length of 30.43 feet, a chord bearing of S 58° 10' 21" E, and a chord distance of 30.42 feet, to a point, on the Northwest corner of Lot 143 Winners Circle Subdivision; **THENCE**, along the Westerly lot line of Lot 143 S 71° 06' 19" W, a distance of 105.61 feet, to a point, said point being the **PLACE OF BEGINNING**.

CONTAINING: 8,944.14 S.F. or 0.2053 acres more or less.

OPEN SPACE - Area #9 Parcel ID 46-00-03083-65-1

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown on the record plan Phase 1, for Winners Circle, Sheet 2 of 32, prepared for K. Hovnanian Companies of the Delaware Valley, Inc., by Showalter & Associates, Chalfont, Pennsylvania, dated October 14, 1991, and last revised date September 11, 1992, bounded and described as follows:

BEGINNING at a common point on the Southerly right-of-way line of Claremont Drive and the Westerly right-of-way line of Aqueduct Drive and the Northeast corner of Open Space Area 9; **THENCE**, along the right-of-way of Aqueduct Drive S 34° 09' 07" W, a distance of 28.00 feet, to a point on the Northerly right-of-way line of Pimlico Way; **THENCE**, along the Pimlico Way right-of-way, N 55° 50' 53" W, a distance of 95.26 feet, to a point of curvature; **THENCE**, along a curve to the left, having a radius of 212.00 feet, a central angle of 08° 50' 23", an arc length of 32.71 feet, a chord bearing of N 00° 16' 04" W, a distance of 32.68 feet, to a point; **THENCE**, N 64° 41' 16" W, a distance of 111.01 feet, to a point, on the Easterly right-of-way line of Delmar Court (Belmont Court on record plan); **THENCE**, along the Delmar Court (Belmont Court on record plan) right-of-way, N 35° 19' 03" E, a distance of 8.68 feet, to a point, on the Southerly right-of-way line of Claremont Drive; **THENCE**, along the Claremont Drive right-of-way, S 69° 59' 11" E, a distance of 129.49 feet, to a point of curvature; **THENCE**, along a curve to the right having a radius of 240.00 feet, a central angle of 14° 08' 19", an arc length of 19", an arc length of 59.22 feet, a chord bearing of S 62° 55' 02" E, a chord distance of 59.07 feet, to a point of tangency; **THENCE**, S 55° 50' 53" E, a distance of 53.16 feet, to a point, said point being the **PLACE OF BEGINNING**.

CONTAINING: 4,842.49 S.F. or 0.1112 acres more or less.

OPEN SPACE – Area #10 Parcel ID 46-00-00057-56-3

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown on the record plan Phase 1, for Winners Circle, sheet 2 of 32, prepared for K. Hovnanian Companies, Inc. of the Delaware Valley by Showalter & Associates, Chalfont, Pennsylvania dated October 14, 1991, and last revised dated September 11, 1992, bounded and described as follows:

BEGINNING at a concrete monument at the Northwest corner of the Westgate Development, and the Southwest corner of the Winners Circle Development, and the Easterly ultimate right-of-way line of Upper State Road(S.R.2012); **THENCE**, along the said right-of-way N 35° 18' 11" E, a distance of 734.01 feet, to a point, said point being the **TRUE PLACE OF BEGINNING**.

THENCE, continuing along the ultimate right-of-way of Upper State Road, N 35° 18' 11" E, (erroneously stated on the plan as N 35° 35' 00" E), a distance of 125.98 feet, to a point at the intersection of the Southerly right-of-way line of Claremont Drive and the Easterly ultimate right-of-way line of Upper State Road, said point being a point of curvature; **THENCE**, on a curve to the right, having a radius of 25.00 feet, a central angle of 90° 00' 53", an arc length of 39.28 feet, a chord bearing of N 80° 18' 37" E, and a chord length of 35.36 feet, to a point on the Claremont Drive right-of-way; **THENCE**, S 54° 40' 57" E, a distance of 41.15 feet, to a point of curvature; **THENCE**, along the Claremont Drive right-of-way, on a curve to the left, having a radius of 315.00 feet, a central angle of 10° 56' 13", an arc length of 60.13 feet, a chord bearing of S 60° 09' 03" E, and a chord distance of 60.04 feet, to a point of tangency; **THENCE**, S 65° 37' 10" E, a distance of 93.56 feet, to a point of curvature; **THENCE**, along a curve to the left, having a radius of 300.00 feet, a central angle of 4° 22' 01", an arc length of 22.87 feet, a chord bearing of S 67° 48' 11" E, and a chord distance of 22.86 feet, to a point of tangency; **THENCE**, S 69° 59' 11" E, a distance of 1.42 feet, to a point on the right-of-way line of Delmar Court (Belmont Court on record plan); **THENCE**, along the right-of-way of Delmar Court (Belmont Court on record plan) the following three (3) courses and distances: 1) S 35° 19' 03" W, a distance of 100.00 feet, to a point; 2) S 54° 40' 57" E, a distance of 24.00 feet, to a point 3) N 35° 19' 03" E, a distance of 73.52 feet, to a point on the right-of-way line of Pimlico Way; **THENCE**, S 64° 41' 16" E, a distance of 28.67 feet, to a point on the corner of Lot 170 of Winners Circle Subdivision and Pimlico Way right-of-way; **THENCE**, along the Westerly lot line of Lot 170, S 28° 58' 19" W, a distance of 106.42 feet, to a point on the corner of Lot 170, Open Space Area 4, and Open Space Area 10; **THENCE**, along Open Space Area 4 the following four (4) courses and distances: 1) N 54° 54' 04" W, a distance of 197.69 feet, to a point; 2) N 60° 39' 30" W, a distance of 45.95 feet, to a point; 3) S 64° 44' 13" W, a distance of 54.19 feet, to a point, 4) N 54° 41' 49" W, a distance of 35.37 feet, to a point, said point being the **TRUE PLACE OF BEGINNING**.

CONTAINING: 32,703.94 S.F. of land or 0.7508 acres more or less.

OPEN SPACE - Area #13 Parcel ID 46-00-0001-31-3

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown on the record plan Phase 2, for Winners Circle, Sheet 2 of 32, prepared for K. Hovnanian Companies of the Delaware Valley, Inc., by Showalter & Associates, Chalfont, Pennsylvania, dated October 14, 1991, and last revised date September 11, 1992, bounded and described as follows:

BEGINNING at the intersection of the Ascot Court right-of way (24 feet wide) and the ultimate right-of-way of Upper State Road; **THENCE**, along the Ascot Court right-of-way S 54° 40' 57" W, a distance of 180.28 feet, to a point, said point being the Southwest corner of the inside right-of-way of Ascot Court and the **TRUE PLACE OF BEGINNING**.

THENCE; along the inside right-of-way line of Ascot Court N 35° 19' 03" E, a distance of

104.68 feet, to a point of curvature; **THENCE**, along a curve to the right, having a radius of 30.00 feet, a central angle of 98° 00' 00", an arc length of 51.31 feet, a chord bearing of N 84° 19' 03" E, and a chord distance of 45.28 feet, to a point of tangency; **THENCE**, along the same Ascot Court right-of-way, S 46° 40' 57" E, a distance of 244.43 feet, to a point of curvature; **THENCE**, along a curve to the right, having a radius of 33.00 feet, a central angle of 163° 24' 57", an arc length of 94.12 feet, a chord bearing of S 35° 01' 32" W, and a chord distance of 65.31 feet, to a point of tangency; **THENCE**, N 63° 16' 00" W, a distance of 217.06 feet, to a point of curvature; **THENCE**, along a curve to the right, having a radius of 238.00 feet, a central angle of 08° 35' 03", an arc length of 35.66 feet, a chord bearing of N 58° 58' 28" W, and a chord distance of 35.62 feet, to a point of tangency; **THENCE**, N 54° 40' 57" W, a distance of 26.41 feet, to a point, said point being the **TRUE PLACE OF BEGINNING**.

CONTAINING: 30,162.09 S.F. or 0.6924 acres more or less.

Dated: April 20, 2012
File No.: 12-04037
JDM/jm





GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description
"Winners Circle"
Open Space Parcels 1, 4, 11 and 12
Township of Montgomery, County of Montgomery
Commonwealth of Pennsylvania**

OPEN SPACE - Area # 1 Parcel ID 46-00-00545-48-9

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown in the record plan Phase 3, for Winners Circle, sheet 1 and 2 of 32, prepared for K. Hovnanian Companies, Inc. of the Delaware Valley, by Showalter & Associates, Chalfont, Pennsylvania dated October 14, 1991, and described as follows:

BEGINNING at a concrete monument at the Southerly ultimate right-of-way line of County Line Road and the Northeast corner of Open Space Area 1 and the lands of N/L Gregory J. and Jacqueline C. Knecht; **THENCE**, along the said right-of-way, S 55° 34' 08" E, a distance of 103.68 feet, to a point of curvature at the intersection of the ultimate right-of-way of Claremont Drive; **THENCE**, along a curve to the right, having a radius of 25.00 feet, a central angle of 90° 00' 00", an arc length of 39.27 feet, a chord bearing of S 10° 34' 08" E, and a chord distance of 35.36 feet, to a point of tangency; **THENCE**, S 34° 25' 52" W, a distance of 37.57 feet, to a point of curvature; **THENCE**, along a curve to the right, having a radius of 125.00 feet, a central angle of 22° 07' 57", an arc length of 48.29 feet, a chord bearing of S 45° 29' 50" W, and a chord distance of 47.99 feet, to a point of tangency; **THENCE**, S 56° 33' 49" W, a distance of 79.81 feet, to a point of curvature; **THENCE**, on a curve to the left, having a radius of 175.00 feet, a central angle of 21° 17' 47", an arc length of 65.05 feet, a chord bearing of S 45° 54' 56" W, and a chord distance of 64.67 feet, to a point of tangency; **THENCE**, S 35° 16' 02" W, a distance of 320.53 feet, to a point of curvature; **THENCE**, on a curve to the left, having a radius of 175.00 feet, a central angle of 26° 08' 23", an arc length of 79.84 feet, a chord bearing of S 22° 11' 51" W, and a chord distance of 79.15 feet, to a point of tangency; **THENCE**, S 09° 07' 39" W, a distance of 224.51 feet, to a point of curvature; **THENCE**, on a curve to the right, having a radius of 325.00 feet, a central angle of 62° 57' 05", an arc length of 357.08 feet, a chord bearing of S 40° 36' 11" W, and a chord distance of 339.39 feet, to a point at the Southeast corner of Lot 78 of Winners Circle Subdivision; **THENCE**, along the rear lot lines of Lots 78, 79, 80, 81, and 82, N 05° 57' 22" E, a distance of 153.96 feet, to an angle point on the rear of Lot 82; **THENCE**, N 01° 13' 57" E, a distance of 99.84 feet, to a point on the Northerly corner of Lot 83 and the lands of N/L Equus Ltd. Partnership; **THENCE**, along the land of Equus Ltd. Partnership, N 35° 16' 02" E, a distance of 700.00 feet, to an iron pin found at the corner of lands of Equus Ltd. Partnership, and lands of N/L Gregory J. and Jacqueline C. Knecht; **THENCE**, along the lands of N/L Gregory J. and Jacqueline C. Knecht, N 27° 57' 22" E, a distance of 268.12 feet to a point, said point being the **PLACE OF BEGINNING**.

CONTAINING 110,620.37 S.F. of land or 2.5395 Acres more or less.

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OPEN SPACE - Area # 4 Parcel ID 46-00-00545-47-1

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown on the record plan Phase 3, for Winners Circle, Sheet 1 of 32 and 2 of 32, prepared for K. Hovnanian Companies of the Delaware Valley, Inc., by Showalter & Associates, Chalfont, Pennsylvania, dated October 14, 1991, and last revised dated September 11, 1992, bounded and described as follows:

BEGINNING at a point on the Southerly right-of-way line of Claremont Drive, and the Northeast corner of Lot 128 of the Winners Circle Subdivision; **THENCE**, along the Claremont Drive right-of-way, along a curve to the left, having a radius of 375.00 feet, a central angle of 43° 48' 56" (erroneously shown on the plan as 43° 55' 49"), an arc length of 286.77 feet, (erroneously shown on the plan as 287.30 feet), a chord bearing of N 52° 44' 15" E, and a chord distance of 279.83 feet, to a point, on the corner of Lot 40 and the right-of-way of Claremont Drive; **THENCE**, along the rear lot lines of Lots 40, 39, 38, 37, 36, and 35, S 79° 22' 21" E, a distance of 205.69 feet, to a point, on the corner of Lot 35 and Lot 34; **THENCE**, along the rear lot line of Lot 34, N 69° 18' 20" E, a distance of 31.63 feet, to a common point on the corner of Open Space Area 2, and on the rear line of Lot 34; **THENCE**, along the Southerly boundary of Open Space Area 2, the following four courses and distances: 1) S 68° 57' 57" E, a distance of 47.07 feet, to a point, 2) S 43° 08' 03" E, a distance of 28.97 feet, to a point, 3) S 66° 51' 39" E, a distance of 33.50 feet, to a point, 4) N 53° 20' 08" E (erroneously shown on the plan as N 53° 11' 30" W), a distance of 19.07 feet, to a point on the future S.R. 202 relocation and the Southeast corner of Open Space Area 2; **THENCE**, along the future 202 relocation, S 36° 39' 52" W, a distance of 931.48 feet, to a point on the corner of lands of N/F J. Walter and Jean M. Rex; **THENCE**, along the lands of N/F J. Walter and Jean M. Rex the following three courses and distances: 1) N 53° 20' 50" W, a distance of 100.00 feet, to a point, 2) S 36° 39' 52" W, a distance of 100.00 feet, to a point, 3) S 53° 20' 08" E, a distance of 100.00 feet, to a point on the line of the future Route 202 relocation; **THENCE**, along the future Route 202 relocation, S 36° 39' 52" W, a distance of 130.62 feet, to a point on the corner of the Westgate Development; **THENCE**, along the Northerly boundary line of the Westgate Development, N 63° 24' 38" W, a distance of 1379.29 feet, to a point in the easterly ultimate right-of-way of Upper State Road; **THENCE**, along the ultimate right-of-way line of Upper State Road, N 35° 18' 11" E, a distance of 81.03 feet, to a point in the Southwest corner of Lot 210; **THENCE**, along the rear lot lines of Lots 210, 209, 208, and 207, S 54° 40' 57" E, a distance of 175.01 feet, to a point, on the corner of Lot 207, and 206; **THENCE**, S 53° 20' 26" E, a distance of 51.40 feet, to a point in the corner of Lot 206 and 205; **THENCE**, along the rear lot lines of Lots 205, 204, 203, 202, 201, 200, 199, 198, 197, 196, 195, and 194, S 63° 16' 00" E, a distance of 351.50 feet, to a point in the Southeast corner of Open Space Area 12; **THENCE**, along Open Space Area 12, the following nine courses and distances: 1) S 25° 23' 20" E, a distance of 24.07 feet, to a point, 2) S 61° 04' 45" E, a distance of 44.45 feet, to a point, 3) S 54° 04' 49" E, a distance of 32.96 feet, to a point, 4) S 50° 59' 11" E, a distance of 67.09 feet, to a point, 5) N 82° 40' 02" E, a distance of 19.92 feet, to a point, 6) S 67° 40' 25" E, a distance of 51.15 feet, to a point, 7) N 46° 41' 05" E, a distance of 50.25 feet, to a point, 8) N 07° 47' 15" E, a distance of 53.94 feet, to a point, 9) N 14° 14' 45" W, a distance of 227.27 feet, to a point on the Northeast boundary line of Open Space Area 12; **THENCE**, along the Northeast boundary line of Open Space Area 12 and the rear lot line of Lot 190, N 23° 51' 56" W, a distance of 81.84 feet, to a point on the corner of Lots 190 and 189; **THENCE**, along the rear lot lines of Lots 189, 188, 187, 186, 185, 184, 183, 182, 181, 180, 179, 178, 177, and Lot 176, N 46° 40' 57" W, a distance of 397.00 feet, to a

point, on the corner of Lot 176; **THENCE**, along the Westerly lot line of Lot 176, S 43° 19' 03" W, a distance of 108.50 feet, to a common point on the corner of Lots 176 and 175; **THENCE**, along the Northerly lot line of Lot 175, N 54° 40' 57" W, a distance of 137.04 feet, to a point, on the ultimate right-of-way line of Upper State Road; **THENCE**, along the ultimate right-of-way of Upper State Road, N 35° 18' 11" E, a distance of 228.00 feet, to a point on the corner of Open Space Area 10; **THENCE**, along the Southerly line of Open Space Area 10, the following four courses and distances: 1) S 54° 41' 49" E, a distance of 35.57 feet, to a point, 2) N 64° 44' 13" E, a distance of 54.19 feet, to a point, 3) S 60° 39' 30" E, a distance of 45.95 feet, to a point, 4) S 54° 54' 04" E, a distance of 197.69 feet, to a point, on the corner of Lot 170 and Open Space Area 10; **THENCE**, along the rear lot lines of Lots 170, 169, 168, 167, and 166, S 61° 01' 41" E, a distance of 134.00 feet, to a point on the corner of Lots 165, and 166; **THENCE**, along the rear lot line of Lot 165, S 69° 26' 10" E, a distance of 32.22 feet, to a point, on the corner of Lots 164, and 165; **THENCE**, along the rear lot lines of Lots 164, 163, and 162, S 42° 48' 39" E, a distance of 86.00 feet to a point, on the corner of Lots 162, and 161; **THENCE**, along the rear lot line of Lot 161, S 36° 14' 42" E, a distance of 25.44 feet, to a point, on the corner of Lots 160, and 161; **THENCE**, along the rear lot lines of Lots 160, 159, 158, 157, 156, and 155, S 18° 50' 53" E, a distance of 177.00 feet, to a point, on the corner of Open Space Area 11 and Lot 155; **THENCE**, along Open Space Area 11, the following eight courses and distances: 1) S 15° 50' 54" E, a distance of 37.30 feet, to a point, 2) S 15° 12' 38" E, a distance of 81.57 feet, to a point, 3) S 16° 42' 50" W, a distance of 126.38 feet, to a point, 4) S 38° 31' 46" E, a distance of 217.00 feet, to a point, 5) N 70° 51' 14" E, a distance of 109.34 feet, to a point, 6) N 26° 04' 05" E, a distance of 65.28 feet, to a point, 7) N 08° 58' 06" E, a distance of 48.80 feet, to a point, 8) N 19° 54' 17" E, a distance of 18.70 feet, to a point, the Southeasterly corner of Lot 144; **THENCE**, along the Easterly lot line of Lot 144, N 39° 09' 07" E, a distance of 107.00 feet, to a point on the Northeast corner of Lot 144; **THENCE**, along the front lot line of Lot 144, N 50° 50' 53" W, a distance of 20.00 feet, to a point on the front lot line of Lot 144 and the Southeast corner of Pimlico right-of-way; **THENCE**, along the Pimlico Way right-of-way, the following two courses and distances: 1) N 39° 09' 07" E, a distance of 24.00 feet, to a point, 2) N 50° 50' 53" W, a distance of 21.59 feet, to a point, on the Southeast corner of Lot 135; **THENCE**, along the rear lot lines of Lots 135, 134, 133, 132, and 131, N 32° 21' 16" E, a distance of 192.52 feet, to a point on the rear lot line of Lot 131; **THENCE**, along the rear line of Lot 131, N 29° 12' 35" E, a distance of 10.74 feet, to an angle point on Lot 131; **THENCE**, along the rear lot lines of Lots 131, 130, 129, and 128, N 17° 46' 28" E, a distance of 95.25 feet, to a point on the rear of Lot 128; **THENCE**, N 10° 46' 25" W, a distance of 54.91 feet, to a point on the right-of-way of Claremont Drive, said point being the **PLACE OF BEGINNING**.

CONTAINING: 621,539.12 S.F. or 14.2686 acres more or less.

OPEN SPACE – Area # 11 Parcel ID 46-00-03083-64-2

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown on the record plan Phase 1, for Winners Circle, Sheet 2 of 32, prepared for K. Hovnanian Companies of the Delaware Valley, Inc., by Showalter & Associates, Chalfont, Pennsylvania, dated October 14, 1991, and last revised date September 11, 1992, bounded and described as follows:

BEGINNING at a common point on the Southwest corner of Lot 154 and the Southeast corner of Lot 155; **THENCE**, along the rear lot lines of Lots 154, 153, 152, S 45° 25' 10" E, a distance of 113.65 feet, to a point on the corner of Lot 151 and Lot 152; **THENCE**, S 53° 15' 28" E, a distance of 47.70 feet, to a point on the corner of Lot 150 and Lot 151; **THENCE**, along the rear lot lines of Lots 150 through 144, S 50° 50' 53" E, a distance of 198.50 feet, to a point on the Southeast corner of Lot 144 and a corner of Open Space Area 4; **THENCE**, along the Open Space Area 4 the following eight (8) courses and distances 1) S 19° 54' 17" W, a distance of 18.70 feet, to a point; 2) S 08° 58' 06" W, a distance of 48.80 feet, to a point; 3) S 26° 04' 05" W, a distance of 65.28 feet, to a point; 4) S 70° 51' 14" W, a distance of 109.34 feet, to a point; 5) N 38° 31' 46" W, a distance of 217.00 feet, to a point; 6) N 16° 42' 50" E, a distance of 126.38 feet, to a point; 7) N 15° 12' 38" W, a distance of 81.57 feet, to a point; 8) N 15° 50' 54" W, a distance of 25.36 feet, to a point, said point being the **PLACE OF BEGINNING**.

CONTAINING: 56,037.01 S.F. or 1.2864 Acres more or less.

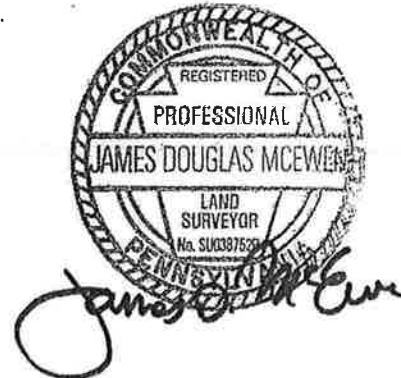
OPEN SPACE - Area # 12 Parcel ID 46-00-00001-30-4

ALL THAT CERTAIN parcel of land situate in the Township of Montgomery, County of Montgomery, Commonwealth of Pennsylvania, as shown on the record plan Phase 2, for Winners Circle, Sheet 2 of 32, prepared for K. Hovnanian Companies of the Delaware Valley, Inc., by Showalter & Associates, Chalfont, Pennsylvania, dated October 14, 1991, and last revised date September 11, 1992, bounded and described as follows:

BEGINNING at a common point on the Northeast corner of Lot 190 and Open Space Area 4; **THENCE**, along Open Space Area 4 the following ten (10) courses and distances: 1) S 23° 51' 56" E, a distance of 22.51 feet, to a point; 2) S 14° 14' 45" E, a distance of 227.27 feet, to a point; 3) S 07° 47' 14" W, a distance of 53.94 feet, to a point; 4) S 46° 41' 05" W, a distance of 50.25 feet, to a point; 5) N 67° 40' 25" W, a distance of 51.15 feet, to a point; 6) S 82° 40' 02" W, a distance of 19.92 feet, to a point; 7) N 50° 59' 11" W, a distance of 67.09 feet, to a point; 8) N 54° 04' 49" W, a distance of 32.96 feet, to a point; 9) N 61° 04' 45" W, a distance of 44.45 feet, to a point; 10) N 25° 23' 20" W, a distance of 24.07 feet, to a point, on the corner of Lot 194 Winners Circle Subdivision; **THENCE**, along the Easterly lot line of Lot 194, N 26° 44' 00" E, a distance of 90.35 feet, to a common point on the corner of Lot 193 and Lot 194; **THENCE**, along the Southerly lot line of Lot 193, S 65° 13' 14" E, a distance of 68.05 feet, to a point in the Southeast corner of Lot 193; **THENCE**, along the rear lot lines of Lots 193, 192, 191, and 190, N 24° 46' 46" E, a distance of 170.63 feet, to a point, said point being the **PLACE OF BEGINNING**.

CONTAINING: 39,832.93 S.F. or 0.9144 acres more or less.

Dated: April 20, 2012
File No.: 12-04037
JDM/jm



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Waiver of Permit Fee for the use of the Whistlestop Street Hockey Court by the Lansdale Branch of the YMCA

MEETING DATE: June 11, 2012

ITEM NUMBER: #13

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Sharon Tucker *ST*
Recreation Coordinator

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

BACKGROUND:

In the past it has been the policy of the Board of Supervisors to waive permit fees for non-profit and religious organizations. The Township has received a request from the Lansdale Branch of the YMCA to waive all permit fees associated with their use of the Whistlestop Street Hockey Court starting Tuesday June 18, 2012 through Tuesday December 18, 2012. According to our current Facility and Field Use Fee Schedule (attached), the weekly charge would be \$25, resulting in a maximum total charge of \$675 for the requested dates.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider approval to waive the permit fees associated with the use of the Whistlestop Street Hockey Court by the Lansdale Branch of the YMCA.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the request from the Lansdale Branch of the YMCA to waive all permit fees associated with the use of the Street Hockey Court at Whistlestop Park to be held Tuesdays, June 18, 2012 through December 18, 2012 from

MOTION: _____

SECOND: _____

ROLL CALL:

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

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

Steven Hecht 215-262-3612



North Penn YMCA

Fax

To: Sharon Tucker From: Margie Washington
Fax: 215-855-6656 Pages: 3
Phone: 215-368-1601 Ext 233 Date: 5/29/2012
Re: _____ cc: _____

☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Hello Sharon,

I am the sports coordinator of North Penn YMCA. Please find our permit application attached. We are requesting our fees be waived as a non profit organization. You sent this paperwork to Steve Hecht who is our hockey program volunteer. I am sending forms on behalf of YMCA.

Sincerely,

Margie Washington

email:

margiew@northpennymca.org



Montgomery Township Park & Recreation

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

FACILITIES & FIELDS USE PERMIT APPLICATION

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

APPLICANT'S CONTACT INFORMATION

Organization Name: YMCA Contact: Margie Washington Event Date: 6/18/2012 *Every Tuesday once a week ongoing*
 Start Time (including set-up): 7:30 am End Time (including clean-up): 9:30 pm
 Address: 2506 N Broad St Colmar, PA 18915
☐ Resident ☐ Non-Resident ☐ For-Profit ☒ non-profit
 Email Address: margie.w@northpennymca.org
 Home Phone: 610-584-3092 Cell Phone: 267-254-0284 Work Phone: 215 368-1601 Ext 233
 Requested Park (please select exact facility on reverse side): Whistlestop Park - Street Hockey
 Purpose/Reason for Use: Hockey Program @ YMCA - Lansdale Branch
 Number of People expected: 15 Number of Cars expected: 12
 Facility/Field Fee (refer to schedule of fees): Since we are non profit we are requesting to have fees waived.

* 75% of group must consist of Township Residents in order to qualify as a resident group and be exempt from any field or facility fee.

APPLICANT'S WAIVER & RELEASE

Indemnification

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

Waiver of Subrogation

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

Damage to Property of the Applicant and its Invitees

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

Margie Washington
 Applicant's Signature

5/29/2012
 Date

 Receipt

Please complete reverse side.

Whistlestop Park
~~the~~ Street Hockey Court

Fellowship Park:	Spring Valley Park:
<input type="checkbox"/> Softball-sized ball field <input type="checkbox"/> Soccer field <input type="checkbox"/> (4) Tennis Courts -- # of courts requested _____ <input type="checkbox"/> Basketball Court <input type="checkbox"/> Volleyball Court Please write an alternative Park if above choice is unavailable: _____	<input type="checkbox"/> Pavilion at Spring Valley - Lights <input type="checkbox"/> Baseball Field - TWP #1 <input type="checkbox"/> Baseball Field - #2 <input type="checkbox"/> Baseball Field - #3 <input type="checkbox"/> Baseball Field - #4 <input type="checkbox"/> Soccer Field - #1 <input type="checkbox"/> Soccer Field - #2 <input type="checkbox"/> Soccer Field - #3 <input type="checkbox"/> Soccer Field - #4 <input type="checkbox"/> Sand Volleyball Court <input type="checkbox"/> Street Hockey Court - Lights <input type="checkbox"/> Basketball Court - Lights <input type="checkbox"/> (4) Tennis Courts -- # of courts requested _____ Lights
WILLIAM F. MAULE PARK AT WINDLESTRAE - Other Sections:	
<input type="checkbox"/> Hennings Soccer Field <input type="checkbox"/> Zehr Soccer Field - #1 <input type="checkbox"/> Zehr Soccer Field - #2 <input type="checkbox"/> Zehr Soccer Field - #3 Please write an alternative Park if above choice is unavailable: _____	Please write an alternative Pavilion if above choice is unavailable: _____

WILLIAM F. MAULE PARK AT WINDLESTRAE - Main Section:	WILLIAM F. MAULE PARK AT WINDLESTRAE -- Rose Twig Section:
<input type="checkbox"/> Pavilion at Windlestrae Main - Lights <input type="checkbox"/> Main Section - Baseball Field -- CHMF #1 - Lights <input type="checkbox"/> Main Section - Baseball Field -- CM #2 - Lights <input type="checkbox"/> Main Section - Baseball Field -- LL #3 <input type="checkbox"/> Main Section - Baseball Field - #4 <input type="checkbox"/> Main Section - Soccer Field - #1 - Lights <input type="checkbox"/> Main Section - Soccer Field - #2 - Lights Please write an alternative Baseball Field if above choice is unavailable: _____	<input type="checkbox"/> Pavilion at Windlestrae Rose Twig <input type="checkbox"/> Rose Twig Softball Field - #1 <input type="checkbox"/> Rose Twig Softball Field - #2 <input type="checkbox"/> Rose Twig Softball Field - #3 <input type="checkbox"/> Rose Twig - Soccer Field - #1 <input type="checkbox"/> Rose Twig - Soccer Field - #2 <input type="checkbox"/> Street Hockey Court <input type="checkbox"/> (2) Basketball Courts -- # of courts requested _____ <input type="checkbox"/> (4) Tennis Courts -- # of courts requested _____ Please write an alternative Soccer Field if above choice is unavailable: _____

Municipal Building (Gazebo) Park:	Whispering Pines Park:
<input type="checkbox"/> Gazebo	<input type="checkbox"/> Street Hockey Court <input type="checkbox"/> Basketball Court

TOWNSHIP USE ONLY

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

VII. TOURNAMENT PLAY

Whereas Montgomery Township recognizes that some Individual(s)/Groups have requirements for Tournament play, the primary responsibility of the Township is to the community with regards to safety and overall conditions of the fields. All processes set forth in this policy pertaining to use of Facilities and Fields Usage shall be followed for Tournament Play. In addition, the following regulations shall apply:

- A. Any Individual(s)/Group(s) proposing to host a tournament must submit a Tournament Permit Application form for each specific tournament, including any applicable fees. Based on the information received, Montgomery Township will make a determination whether a permit will be issued for the tournament.
- B. No tournaments of any type will be allowed during the months of November 1 through April 30 without special approval from the Montgomery Township Board of Supervisors.
- C. Any Individual(s)/Group(s) using any of the Township's Facilities/Fields shall be financially responsible for the cost of repair and restoration of any damage caused during use that is beyond reasonable wear and tear.
- D. Adequate police supervision must be provided for any Tournament as may be required by the Chief of Police. Arrangements must be made with the Montgomery Township Police Department and fees may apply. The requirement for police coverage may be waived, based upon information provided on the Tournament Permit Application form.
- E. A Special Events Permit will also be required for all Tournaments's to be held on Township Facilities/Fields. This permit is available at www.montgomerytwp.org or by contacting the Planning/Zoning Department at 215-393-6900.

Adopted by the Montgomery Township Board of Supervisors this 24th day of January, 2011.

I acknowledge that I have received, read, understand and agree to abide by the "Montgomery Township Facilities and Field Use Policy."

Margie Washington
Name:

YMCA - North Penn Lansdale Branch
On behalf of:

Montgomery Township Facility & Field Use Fee Schedule (Resolution #5, 3/14/11)

Pavilion / Gazebo		Basketball-Tennis-Volleyball Courts / Street Hockey	
<u>Resident:</u> No Charge <u>Montgomery Township Youth Assoc. & Reciprocal Group:</u> No Charge <u>Non-Resident Individual:</u> \$50 per use <u>Non-Resident Group:</u> \$100 per use <u>Non-Resident For-Profit Groups*:</u> (1) \$100 plus 10% of Total Revenue from program/camp/event. (2) No Charge as long as the For- Profit Group partners with Montgomery Township, through the Recreation Office, to provide a township-hosted program/camp. The program/camp/event may not conflict or compete with a current Montgomery Township program/camp/event.		<u>1 Game/2 Hours</u> <u>Resident:</u> No Charge <u>Montgomery Township Youth Assoc. & Reciprocal Group:</u> No Charge * <u>Non-Resident Individual/Group:</u> \$25 per court (over 2 hrs. \$10/hr.) <u>Non-Resident For-Profit Groups:</u> (1) \$100 plus 10% of Total Revenue from program/camp/event. (2) No Charge as long as the For- Profit Group partners with Montgomery Township, through the Recreation Office, to provide a township-hosted program/camp. The program/camp/event may not conflict or compete with a current Montgomery Township program/camp/event.	

Baseball/Softball & Soccer Fields	Tournaments	Special Events
<p><u>1 Game/2 Hours</u></p> <p><u>Resident:</u> No Charge</p> <p><u>Montgomery Township Youth Assoc. & Reciprocal Group.:</u> No Charge</p> <p><u>Non-Resident Individual/Group:</u> \$75 per field (over 2 hrs. \$15/hr.) Season: (5 or more consecutive weeks) \$30 per field (over 2 hrs. \$15/hr.)</p> <p><u>Non-Resident For-Profit Groups:</u></p> <p>(1) \$100 plus 10% of Total Revenue from program/camp/event. (2) No Charge as long as the For- Profit Group partners with Montgomery Township, through the Recreation Office, to provide a township-hosted program/camp. The program/camp/event may not conflict or compete with a current Montgomery Township program/camp/event.</p> <p>75% of group must consist of Township Residents in order to qualify as a resident group and be exempt from any field or facility fee.</p>	<p><u>Resident:</u> No Charge</p> <p><u>Montgomery Township Youth Assoc. & Reciprocal Group:</u> No Charge</p> <p><u>Non-Resident Individual/Group:</u> A Field Maintenance Deposit of \$200 is required per field/facility plus \$200 per field/facility, per day.</p>	<p>Permits are obtained through Montgomery Township's Planning/Zoning Department.</p>

Permits are obtained through Montgomery Township's Planning/Zoning Department.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Payment of Bills

MEETING DATE: June 11, 2012

ITEM NUMBER: #14

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Grogan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,
Chairman

BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approval all bills as presented.

MOTION/RESOLUTION:

None.

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

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
24340	6/1/12	00000967	DELAWARE VALLEY HEALTH INSURANCE	897.17
24362	6/7/12	1264	MORGAN STANLEY SMITH BARNEY INC	5,712.11
51052	5/30/12	00902547	MONTGOMERY SOCCER ASSOC., INC.	5,000.00
51053	6/11/12	00000817	GILMORE & ASSOCIATES, INC.	40,261.67
51054	6/11/12	00000006	ACME UNIFORMS FOR INDUSTRY	762.95
51055	6/11/12	00001794	ACTEON NETWORKS, LLC.	467.00
51056	6/11/12	00000243	GENERAL MEDICAL DEVICES, INC.	338.00
51057	6/11/12	LST00029	AIRGAS SPECIALTY GASES	28.00
51058	6/11/12	00902551	AMY CRASTO	18.00
51059	6/11/12	00000027	ARMOUR & SONS ELECTRIC, INC.	68,697.15
51060	6/11/12	00000031	AT&T	237.55
51061	6/11/12	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	200.20
51062	6/11/12	00000043	BERGEY'S	140.81
51063	6/11/12	00001938	BILL WIEGMAN	150.00
51064	6/11/12	00000049	BISHOP WOOD PRODUCTS, INC.	187.50
51065	6/11/12	00001903	BRIAN JANSSENS	45.00
51066	6/11/12	00000069	C L WEBER CO INC.	123.43
51067	6/11/12	00000071	CANON BUSINESS SOLUTIONS, INC.	508.00
51068	6/11/12	00000072	CANON FINANCIAL SERVICES, INC	1,197.00
51069	6/11/12	00000074	CARDINAL CAMERA & VIDEO CENTER	14.97
51070	6/11/12	00001601	CDW GOVERNMENT, INC.	2,671.31
51071	6/11/12	LST00030	CENTURION MEDICAL PRODUCTS	849.00
51072	6/11/12	00000320	CHANNING BETE COMPANY, INC.	497.04
51073	6/11/12	BT005667	CHOICE OF INDIA, INC.	157.33
51074	6/11/12	00902108	CHRISTINE MCGUIRE	80.00
51075	6/11/12	00000363	COMCAST CABLE	30.68
51076	6/11/12	LST00031	COMCAST CABLE COMPANY	146.00
51077	6/11/12	00902508	CONNIE POPOLIZIO	70.00
51078	6/11/12	00000108	COUNTY ELECTRIC SUPPLY COMPANY, INC	963.97
51079	6/11/12	00000326	COUNTY OF MONTGOMERY	47.64
51080	6/11/12	00001891	CREATIVE PRODUCT SOURCING, INC.	523.53
51081	6/11/12	00000111	DAVID H. LIGHTKEP, INC.	9.60
51082	6/11/12	00000024	DAVID P. BENNETT	30.00
51083	6/11/12	00001945	DAVID S. WOLFE	45.00
51084	6/11/12	00001941	DAVID W. VASCONEZ	180.00
51085	6/11/12	00000629	DAVIDHEISER'S INC.	54.95
51086	6/11/12	BT003502	DCR, INC.	131.98
51087	6/11/12	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	34.01
51088	6/11/12	00902549	DENISE AGURTO	54.00
51089	6/11/12	00000599	DEPARTMENT OF PUBLIC WELFARE	30.00
51090	6/11/12	00000967	DELAWARE VALLEY HEALTH INSURANCE	14,095.68
51091	6/11/12	00000967	DELAWARE VALLEY HEALTH INSURANCE	127,182.66
51092	6/11/12	00001957	EDMOND SKRZAT	30.00
51093	6/11/12	00001902	ELLIOTT GREENLEAF &	1,558.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
51094	6/11/12	00001669	FIRST HOSPITAL LABORATORIES, INC.	245.25
51095	6/11/12	00001852	G.L. SAYRE, INC.	176.06
51096	6/11/12	00001504	GALETON GLOVES	78.60
51097	6/11/12	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	552.00
51098	6/11/12	00000198	GLASGOW, INC.	205.28
51099	6/11/12	00001842	GLEN ROETMAN	60.00
51100	6/11/12	00000235	GLENN A. DAVIS	280.00
51101	6/11/12	00000211	HAGEY COACH INC.	200.00
51102	6/11/12	00000213	HAJOCA CORPORATION	30.23
51103	6/11/12	00000114	HARLEYSVILLE MATERIALS, LLC	116.77
51104	6/11/12	00000133	BYM INC.	181.00
51105	6/11/12	00000555	J & J TRUCK EQUIPMENT	19.65
51106	6/11/12	00000148	JONATHAN S. BEER	975.00
51107	6/11/12	00001454	JAMES REAPE	185.02
51108	6/11/12	00902550	JI CHO	740.00
51109	6/11/12	00001964	JOHN CATALDI	30.00
51110	6/11/12	00000890	JOHN H. MOGENSEN	45.00
51111	6/11/12	00001581	JOSEPH J. SIMES	150.00
51112	6/11/12	00001843	JOSEPH M. BENNETT	100.00
51113	6/11/12	00000017	LAND-TECH ENTERPRISES, INC.	14,912.00
51114	6/11/12	00902548	LI FAY HONG & GEROGE	74.54
51115	6/11/12	00000283	WILLIAM A. CRANE, V.M.D.,P.C.	237.00
51116	6/11/12	00001886	LOUIS RANIERI	30.00
51117	6/11/12	00001706	LOWE'S COMPANIES INC.	128.82
51118	6/11/12	00000675	MAGLOCLEN	400.00
51119	6/11/12	00001065	MAILLIE, FALCONIERO & COMPANY, LLP	5,000.00
51120	6/11/12	00000201	LAWRENCE J. MURPHY	1,276.80
51121	6/11/12	00000093	MATTHEW MCCULLA	45.00
51122	6/11/12	00000974	MCCARTHY AND COMPANY, PC	562.50
51123	6/11/12	BT005997	ME AND MY DOG PET BAKERY	45.00
51124	6/11/12	00001920	MICHAEL H. BEAN	90.00
51125	6/11/12	00001961	MICHAEL LONG	60.00
51126	6/11/12	00002016	MICHAEL SHINTON	60.00
51127	6/11/12	00001838	MONTGOMERY COUNTY LAW	200.00
51128	6/11/12	00001897	NEC CORPORATION OF AMERICA	584.78
51129	6/11/12	00000773	NORTH PENN VISITING NURSES ASSOC.	36.00
51130	6/11/12	00001970	NORTHEAST WISCONSIN TECHNICAL	350.00
51131	6/11/12	00001134	OFFICE DEPOT, INC	167.63
51132	6/11/12	00001400	PA CHIEFS OF POLICE ASSOCIATION	250.00
51133	6/11/12	00000186	JAROTH INC.	178.12
51134	6/11/12	00000095	PAUL SMITH	100.00
51135	6/11/12	00000397	PECO ENERGY	23.67
51136	6/11/12	00001358	PENNSYLVANIA RECREATION AND PARK	1,956.75
51137	6/11/12	00000945	PIPERSVILLE GARDEN CENTER, INC.	167.50

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Check Number	Check Date	Vendor No	Payee	Amount
51138	6/11/12	00000345	PRINTWORKS & COMPANY, INC.	704.00
51139	6/11/12	00000252	SUNG K. KIM	715.50
51140	6/11/12	00000439	RED THE UNIFORM TAILOR	72.75
51141	6/11/12	00000445	RICHARD J. BRADY	239.39
51142	6/11/12	00000117	RIGGINS INC	3,327.50
51143	6/11/12	00000115	RIGGINS, INC	3,910.37
51144	6/11/12	00902241	RITU NEGI	560.00
51145	6/11/12	00002013	RR DONNELLEY	320.13
51146	6/11/12	00001618	SEALMASTER	466.91
51147	6/11/12	00000467	SNAP-ON INDUSTRIAL	225.00
51148	6/11/12	00001745	SONIA ISABEL THOMSON	1,934.40
51149	6/11/12	00001683	MICHAEL E. MAURER	380.00
51150	6/11/12	00001847	STAPLES CONTRACT & COMMERCIAL, INC	340.77
51151	6/11/12	00001952	STEVEN COHEN	60.00
51152	6/11/12	00000939	SUNGARD PUBLIC SECTOR	1,325.68
51153	6/11/12	00000939	SUNGARD PUBLIC SECTOR	6,866.32
51154	6/11/12	00902372	TARA HAINES	237.50
51155	6/11/12	00001982	TEMPLE UNIVERSITY - CJTP	178.20
51156	6/11/12	BT004731	TERESA STETTNER	76.44
51157	6/11/12	00000334	THE CULINARY INSTITUTE OF AMERICA	470.00
51158	6/11/12	00001164	THE GOOSE GUYS INC.	250.00
51159	6/11/12	00000496	GOODSON HOLDING COMPANY	1,421.95
51160	6/11/12	00000502	THOMAS W. MCCAULEY	220.00
51161	6/11/12	00001273	TIM KUREK	445.00
51162	6/11/12	00000065	TIMOTHY MURRAY	45.00
51163	6/11/12	00000506	TRANS UNION LLC	25.85
51164	6/11/12	00000077	TRISTATE ENVIRONMENTAL	15,279.37
51165	6/11/12	00000327	U.S. MUNICIPAL SUPPLY, INC.	421.91
51166	6/11/12	LST00032	ULTIMATE SOFTWARE	2.00
51167	6/11/12	00000025	U.S.P.C.A. - REGION #6	160.00
51168	6/11/12	00000040	VERIZON PENNSYLVANIA INC	631.85
51169	6/11/12	00000040	VERIZON PENNSYLVANIA INC	4,467.71
51170	6/11/12	00000170	VERIZON COMMUNICATIONS	129.99
51171	6/11/12	00000170	VERIZON COMMUNICATIONS	104.99
51172	6/11/12	00001839	VINAY SETTY	105.00
51173	6/11/12	00000272	SUSANNE BAUM	728.00
51174	6/11/12	00001191	WARREN FUCHS	45.00
51175	6/11/12	00000760	WASTE MANAGEMENT OF	431.33
51176	6/11/12	00000330	WEAR FORCE NORTH AMERICA LLC	480.00
51177	6/11/12	00001329	WELDON AUTO PARTS	16.56
51178	6/11/12	00001948	WILLIAM H. FLUCK IV	80.00
51179	6/11/12	00000249	WILLIAM R. GOLTZ	65.00
51180	6/11/12	00001722	ZOLL MEDICAL CORPORATION	551.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
TOTAL				354,283.23

MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
05/30/2012	Commonwealth of PA	State Tax Payment	\$7,407.08
06/01/2012	IRS	945 Payment	\$2,851.88
06/01/2012	ICMA	DROP Plan Payment	\$17,118.84
06/06/2012	City of Philadelphia	May Wage Tax Payment	\$528.56
06/07/2012	IRS	941 Payment	\$72,885.35
06/07/2012	BCG	401/457 Plan Payment	\$22,634.41
06/07/2012	PA-SCDU	Withholding Payment	\$1,793.22
Total Paid as of 06/11/2012			\$125,219.34