

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

SUBJECT: Consideration - Preliminary/Final Land Development Plan – Montgomery Preserve – LDS #653A

MEETING DATE: October 22, 2012

ITEM NUMBER: # 11

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Candyce Fluehr Chimera
Chairman

BACKGROUND:

The Montgomery Preserve subdivision in the Enclave at Montgomery development plan had previously received final approval from the Board of Supervisors in 2009. That plan proposed 13 non-age restricted single family dwellings. The developer has submitted this revised plan which proposes 35 detached, age restricted single family dwelling units. This subdivision is part of a master plan development originally approved for 568 units, but reduced to a maximum of 394 units.

The revised zoning regulation to the R3B Residential Zoning District, which was approved by the Township in September of this year, permits age restricted detached units within this district and also reduces the allowable commercial development on the site from 5 acres to 1 acre.

The Township staff and consultant have reviewed this plan for compliance with Township Codes. The plan has been recommended for approval by the Township and County Planning Commissions.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

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

PREVIOUS BOARD ACTION:

The Board previously approved a plan for this development in 2009.

ALTERNATIVES/OPTIONS:

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

BUDGET IMPACT:

None.

RECOMMENDATION:

The resolution be adopted by the Board of Supervisors.

MOTION/RESOLUTION:

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

MOTION _____

SECOND _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
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 B. Bartle, Esq.

RESOLUTION #

MONTGOMERY TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

A RESOLUTION GRANTING CONDITIONAL PRELIMINARY/FINAL APPROVAL OF THE APPLICATION FOR LAND DEVELOPMENT OF THE DAVID CUTLER GROUP FOR MONTGOMERY PRESERVE, LOCATED AT HARTMAN ROAD AND ROUTE 309

The Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, hereby resolves to grant conditional, preliminary/final approval of the land development application and plan for **The David Cutler Group for Montgomery Preserve, located at Hartman Road and Route 309**, as more fully detailed on the plans listed on Exhibit "A" attached hereto and made part hereof and further conditioned upon the following being satisfied by the Applicant prior to the recording of the final plan:

1. Fulfilling all obligations and requirements of the Chambers Associates, Inc. letters dated October 15, 2012, August 24, 2012; Boucher & James, Inc. letters dated October 18, 2012, August 23, 2012; Montgomery Township Planning Commission minutes dated October 4, 2012; Montgomery County Planning Commission comments dated October 3, 2012; Traffic Planning and Design, Inc. letter dated August 30, 2012; Montgomery Township Fire Marshal's Office comments dated August 23, 2012; and Kenneth Amey's letters dated October 14, 2012, September 7, 2012.
2. The Applicant shall enter into a Land Development Agreement and post financial security for all improvements to the satisfaction of the Township Engineer and Township Solicitor for each phase of this development. The record plan shall indicate each phase.
3. The Applicant shall sign a Declaration of Covenants and Restrictions regarding the ongoing maintenance and replacement of street trees and buffer plantings and required on-lot plantings and enter into a Storm Water Operation and Maintenance agreement with Montgomery Township.
4. The Applicant shall satisfy the requirements of all Montgomery Township Codes, the Montgomery Township Municipal Sewer Authority and North Wales Water Authority. A copy of the Authorities' permits and/or agreements from the above must be provided to the Township.
5. The Applicant shall be responsible for payment of all Township Consultant fees related to this project.
6. The Township required specific improvements and contributions as outlined in the Third Amendment to the Declaration of Covenants and Restrictions, dated September 6, 2012. The Applicant acknowledges Section 205-114 of the SALDO concerning financial contributions in lieu of parkland for park and recreation purposes. The Applicant hereby acknowledges its agreement that the open space areas dedicated to the Township shall not serve to satisfy or substitute for the provisions of Section 205-114. The Applicant shall comply with the Amended Declaration dated June 8, 2009 specifying payment of Park and Recreation fees.
7. The Applicant shall be responsible for obtaining all other Regulatory Authority Permits having jurisdiction over this project.

8. All storm water inlets and outfall structures shall be identified in accordance with the PADEP Municipal Separate Storm Sewer Systems requirements.
9. All required street signage shall be furnished and installed in accordance with PADOT's regulations as amended.

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

1. Section 205-17.D: which requires all curbs to be straight concrete. (This waiver is being requested to allow Belgian block curb in lieu of the concrete curb.) *The consultants have no objection to this waiver request.*
2. Section 205-52.A.(2)(a): which requires street trees to be planted no less than forty (40) feet on center nor farther than fifty (50) feet on center. (This waiver is requested to allow street trees to be placed closer than forty (40) feet on center in certain instances due to limited space.) *The consultants have no objection to this waiver request.*
3. Section 205-52.A.(2)(b): which requires street trees to be planted no closer than one foot outside the legal or ultimate street right-of-way, whichever is greater. (This waiver is requested to allow street trees for Road 'B' to be planted along the rear of Lots 6 through 11 due to limited space between Enclave Boulevard and Road 'B'.) *Due to space constraints along Road B, there is no objection to these street trees being relocated to the rear of Lots 6 through 11, provided that only the street trees required to be planted in the strip of land between Road B and Enclave Boulevard are relocated.*
4. Section 205-52.B.(2)(A): which requires a softening buffer. (This waiver is being requested to provide the softening buffer only along Enclave Boulevard. The remaining property line boundaries border open space within the Montgomery Walk project that contain existing vegetation to remain.) *The consultants have no objection to this wavier request.*
5. Section 205-52.G.Table 1: which allows up to 50% of the required individual lot shade trees to be substituted with flowering trees, evergreen trees or shrubs. (This waiver is being requested to allow 57% of the required shade trees to be substituted with flowering trees and shrubs. Due to limited space for shade trees, most lots propose 1 shade tree and 2 ornamental trees. On lots that contain the bio-retention areas, 2 ornamental trees and 10 shrubs are proposed in order to enhance the bio-retention areas.) *The consultants have no objection to this waiver request.*
6. Section 205-52.H: which requires slopes greater than fifteen percent (15%) to be covered with sodded lawn. (This waiver is requested to allow all slopes in excess of fifteen percent (15%), to be stabilized with jute netting (or approved equal) over topsoil seeded in accordance with approved seeding recommendations and be subject to field evaluation as deemed necessary.) *The consultants have no objection to this waiver request.*
7. Section 205-78.B.(1): which requires existing features within four hundred (400) feet of the site boundary to be shown on the plans. (This waiver is requested to allow the

existing features currently shown on the plans to be sufficient to satisfy the Township. This waiver was previously granted for the Montgomery Walk portion of this project, which utilized the same existing features data. Additionally, aerial photographs have been provided by the County that adequately depict adjacent land uses and significant features.) *The consultants have no objection to this wavier request.*

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

DULY PRESENTED AND ADOPTED by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, at a public meeting held this 22nd day of October, 2012.

MOTION BY:

SECOND BY:

VOTE:

The above conditions are agreed to by the David Cutler Group this _____
day of _____, 2012.

Applicant

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

EXHIBIT "A"

PLANS-STUDIES

<u>DESCRIPTION</u>	<u>ORIGINAL DATE</u>	<u>REVISED DATE</u>
1. Cover Sheet	not dated	
2. Final Subdivision Plan	6-18-12	10-4-12
3. Existing Features Plan	6-18-12	10-4-12
4. Construction Improvement Plan (Grading and Storm Sewer)	6-18-12	10-4-12
5. Construction Improvement Plan (Sanitary Sewer and Water Facilities)	6-18-12	10-4-12
6. Landscape and Lighting Plan	6-18-12	10-4-12
7. Landscape and Lighting Plan Erosion and Sediment Control	6-18-12	10-4-12
8. Erosion and Sediment Control Plan	6-18-12	10-4-12
9. Construction Detail Plan Erosion and Sediment Control	6-18-12	10-4-12
10. Plan and Profile of Road "A"	6-18-12	10-4-12
11. Plan and Profile of Road "B"	6-18-12	10-4-12
12. Profiles of Off Road Utilities	6-18-12	10-4-12
13. Construction Detail Plan – Site Improvements	6-18-12	10-4-12
14. Construction Detail Plan – Storm Sewer	6-18-12	10-4-12
15. Construction Detail Plan – Sanitary Sewer	6-18-12	10-4-12
16. Fire Truck Turnpath Plan	6-18-12	10-4-12
17. Post Construction Stormwater Management Report	6-18-12	10-4-12



Chambers Associates, Inc.

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

October 15, 2012

Montgomery Township Board of Supervisors
1001 Stump Road
Montgomeryville, PA 18936-9605

Subject: *The Preserve/Enclave at Montgomery*
C.A. Job #105-510H.01 – Twp. Ref. # LD/S #653A – S.T.A. #4661

Dear Members of the Board:

As per the request for review by Marita Stoerrle, Development Coordinator, on October 11, 2012, we have reviewed the following Plans and information prepared by S.T.A. Engineering, Inc. for The Preserve/Enclave at Montgomery:

- Cover Sheet (no date)
- Final Subdivision Plan of The Preserve, Sheet 1 of 16, dated June 18, 2012, revised October 4, 2012
- Parcel Plan as part of The Preserve, Sheet 1 A of 16, dated October 4, 2012
- Existing Features Plan of The Preserve, Sheet 2 of 16, dated June 18, 2012, revised October 4, 2012
- Construction Improvement Plan (Grading & Storm Sewer) of The Preserve, Sheet 3 of 16, dated June 18, 2012, revised October 4, 2012
- Construction Improvement Plan (Sanitary Sewer & Water Facilities) of The Preserve, Sheet 4 of 16, dated June 18, 2012, revised October 4, 2012
- Landscape and Lighting Plan of The Preserve, Sheet 5 of 16, dated June 18, 2012, revised October 4, 2012
- Construction Detail Plan, Landscape and Lighting of The Preserve, Sheet 6 of 16, dated June 18, 2012, revised October 4, 2012
- Supplemental Tree Replacement Plan of The Preserve, Sheet 7 of 16, dated June 18, 2012, last revised October 4, 2012
- Erosion and Sediment Control Plan of The Preserve, Sheet 8 of 16, dated August 23, 2010, last revised October 4, 2012
- Construction Detail Plan, Erosion and Sediment Control of The Preserve, Sheet 9 of 16, dated August 23, 2010, last revised October 4, 2012
- Plan and Profile of Road "A", Sheet 10 of 16, dated June 18, 2012, revised October 4, 2012
- Plan and Profile of Road "B", as part of The Preserve, Sheet 11 of 16, dated June 18, 2012, revised October 4, 2012
- Profiles of Off-Road Utilities as part of The Preserve, Sheet 12 of 16, dated June 18, 2012, revised October 4, 2012
- Construction Detail Plan – Site Improvements of The Preserve, Sheet 13 of 16, dated June 18, 2012, revised October 4, 2012

- Construction Detail Plan – Storm Sewer of The Preserve, Sheet 14 of 16, dated June 18, 2012, revised October 4, 2012
- Construction Detail Plan – Sanitary Sewer and Water of The Preserve, Sheet 15 of 16, dated June 18, 2012, revised October 4, 2012
- Montgomery Township Fire Truck Turn Path Plan of The Preserve, Sheet 16 of 16, dated June 18, 2012, revised October 4, 2012
- Post Construction Stormwater Management Report of The Preserve as part of The Enclave at Montgomery, dated June 18, 2012, revised October 4, 2012

INTRODUCTION

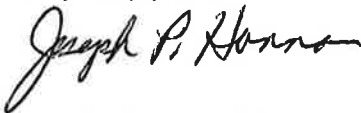
The Cutler Group, Inc. has submitted revised Plans for The Preserve/Enclave at Montgomery. The previously approved Plans proposed thirteen (13) lots. The revised Plans propose thirty-five (35) lots.

The revised Plans have been updated to satisfy the August 24, 2012 review comments.

The following Permits and approvals shall be required prior to Final Land Development Approval:

1. Approval of the Sewer Authority
2. Approval of the Water Company
3. Approval of the Montgomery County Conservation District

Very truly yours,

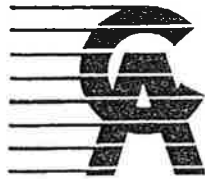


Joseph P. Hanna, P.E.

/jvr

C via e-mail: Lawrence Gegan, Montgomery Township
Bruce Shoupe, Montgomery Township
Marita Stoerrle, Montgomery Township
Susan A. Rice, P.E., S.T.A. Engineering, Inc.
Charles Splendore, McBride & Murphy

Consulting Engineers
and Surveyors



Chambers Associates, Inc.

2962 Skippack Pike
P.O. Box 678
Worcester, PA 19490-0678
484-991-8187
staff@chambersassoc.com

August 24, 2012

Montgomery Township Board of Supervisors
1001 Stump Road
Montgomeryville, PA 18936-9605

Subject: *The Preserve/Enclave at Montgomery*
C.A. Job #105-510H.01 – Twp. Ref. # LD/S #653A – S.T.A. #4661

Dear Members of the Board:

As per the request for review by Marita Stoerrle, Development Coordinator, on July 30, 2012, we have reviewed the following Plans and information prepared by S.T.A. Engineering, Inc. for The Preserve/Enclave at Montgomery:

- Cover Sheet (no date)
- Final Subdivision Plan of The Preserve, Sheet 1 of 15, dated June 18, 2012
- Existing Features Plan of The Preserve, Sheet 2 of 15, dated June 18, 2012
- Construction Improvement Plan (Grading & Storm Sewer) of The Preserve, Sheet 3 of 15, dated June 18, 2012
- Construction Improvement Plan (Sanitary Sewer & Water Facilities) of The Preserve, Sheet 4 of 15, dated June 18, 2012
- Landscape and Lighting Plan of The Preserve, Sheet 5 of 15, dated June 18, 2012
- Landscape and Lighting, Erosion and Sediment Control of The Preserve, Sheet 6 of 15, dated June 18, 2012
- Erosion and Sediment Control Plan of The Preserve, Sheet 7 of 15, dated June 23, 2010, last revised June 18, 2012
- Construction Detail Plan, Erosion and Sediment Control of The Preserve, Sheet 8 of 15, dated August 23, 2010, last revised June 18, 2012
- Plan and Profile of Road "A", Sheet 9 of 15, dated June 18, 2012
- Plan and Profile of Road "B", as part of The Preserve, Sheet 10 of 15, dated June 18, 2012
- Profiles of Off-Road Utilities as part of The Preserve, Sheet 11 of 15, dated June 18, 2012
- Construction Detail Plan – Site Improvements of The Preserve, Sheet 12 of 15, dated June 18, 2012

- Construction Detail Plan – Storm Sewer of The Preserve, Sheet 13 of 15, dated June 18, 2012
- Construction Detail Plan – Sanitary Sewer of The Preserve, Sheet 14 of 15, dated June 18, 2012
- Montgomery Township Fire Truck Turn Path Plan of The Preserve, Sheet 15 of 15, dated June 18, 2012
- Post Construction Stormwater Management Report of The Preserve as part of The Enclave at Montgomery, dated June 18, 2012

INTRODUCTION

The Cutler Group, Inc. has submitted revised Plans for The Preserve/Enclave at Montgomery. The previously approved Plans proposed thirteen (13) lots. The revised Plans propose thirty-five (35) lots.

We offer the following comments for your consideration:

1. The side yard setbacks for Lot 1 shall be revised to comply with the minimum side yard requirements. S.O. Section 205-13.E
2. Lot #4 front yard setback shall be revised to comply with the seventy foot (70') minimum lot width at the building setback line. S.O. Section 205-13.E
3. Lot #12 front yard setback shall be revised to comply with the seventy foot (70') minimum lot width at the building setback line. S.O. Section 205-13.E
4. Lot #19 front yard setback shall be revised to comply with the seventy foot (70') minimum lot width at the building setback line. S.O. Section 205-13.E
5. The development criteria noted in the zoning data should be amended to reference age restricted in accordance with the proposed zoning text amendment. S.O. Section 205-13.E
6. The road "A" width shall be dimensioned on the Final Subdivision Plan, Sheet 1 of 15. S.O. Section 205-79.B(2)(c)
7. Road "B" width shall be dimensioned on the Final Subdivision Plan, Sheet 1 of 15. S.O. Section 205-79.B(2)(c)

8. Road "B" shall be labeled as a 'one-way' road on the Final Subdivision Plan, Sheet 1 of 15. Section 205-79.B(2)(c)
9. The bioretention areas B1 and B2 detail provides dimensional information for the construction of the bioretention areas. It notes a side slope of 3 to 1. We request a cross-section through bioretention area B1 between the proposed structures on Lots 27 and 30 to verify the side slopes. S.O. Section 205-29.C(4)(d)
10. The bioretention areas B1 and B2 detail provides dimensional information for the construction of the bioretention areas. It notes a side slope of 3 to 1. We request a cross-section through bioretention area B2 between the proposed structures on Lots 25 and 31 to verify the side slopes. S.O. Section 205-29.C(4)(d)
11. Supersilt fence shall be provided along the rear of Lots 1 through 5. S.O. Section 205-29.A(2)
12. The construction sequence on Sheet 8 of 15 and the specific sequence of earthmoving and related activities in the Erosion and Sediment Control Report need to be updated so that they are consistent. S.O. Section 205-29.A
13. The Specific Sequence of Earthmoving and Related Activities, Item 4 in the Erosion Control Narrative, requires installation of tree protection fence around all bioretention areas. This should be shown on the Erosion and Sediment Control Plan, Sheet 7 of 15. S.O. Section 205-29.A(2)
14. The single driveway curb/depression apron shown on Sheet 12 of 15 applies to a subdivision with a grass strip between the sidewalk and curb. This project locates the sidewalk immediately adjacent to the curb and the detail should be revised accordingly. S.O. Section 205.A
15. The Applicant should submit documentation that the changes to the site improvements for The Preserve/Enclave at Montgomery, conforms with the current D.E.P. Best Management Practices. S.O. Section 205-18.1.(C)(1)(d)

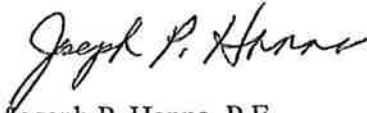
The following Permits and approvals shall be required prior to Final Land Development Approval:

1. Approval of the Sewer Authority
2. Approval of the Water Company

Montgomery Township Board of Supervisors
The Preserve/Enclave at Montgomery
CA Job #105-510H.01/Twp. Ref. LD/S #653A/STA #4661
August 24, 2012
Page 4 of 4

3. Approval of the Montgomery County Conservation District
4. A revision to the NPDES Permit

Very truly yours,



Joseph P. Hanna, P.E.

/jvr

C via e-mail: Lawrence Gegan, Montgomery Township
Bruce Shoupe, Montgomery Township
Marita Stoerrle, Montgomery Township
Susan A. Rice, P.E., S.T.A. Engineering, Inc.
Charles Splendore, McBride & Murphy



Boucher & James, Inc.
CONSULTING ENGINEERS

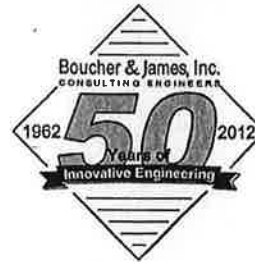
INNOVATIVE ENGINEERING

Fontainebleau Professional Building
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Doylestown, PA 18901
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Fax: 215-345-4001

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

P.O. Box 799
Morgantown, PA 19543
610-913-1212
Fax: 215-345-9401

www.bjengineers.com



October 18, 2012

Mr. Lawrence J. Gegan, Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

**SUBJECT: MONTGOMERY PRESERVE
FINAL SUBDIVISION PLANS
TOWNSHIP LD/S NO. 653A
PROJECT NO. 0955253R**

Dear Mr. Gegan:

Please be advised that we have reviewed the Final Subdivision Plans for the Preserve at the Enclave at Montgomery, prepared by S.T.A. Engineering, Inc., dated June 18, 2012 and last revised October 4, 2012, with Landscape and Lighting Plan Sheets No. 5, 6 and 7 of 16 last revised on October 17, 2012. The site fronts on Enclave Boulevard, and is located within the R-3B Age Qualified Residential District.

The submitted plans propose revisions to the Montgomery Preserve portion of the previously approved Final Subdivision Plans for the Enclave at Montgomery: Montgomery Preserve & Montgomery Knoll land development. The previously approved Final Subdivision Plans dated July 27, 2009 were granted Conditional Final Approval by the Board of Supervisors at their regularly scheduled November 9, 2009 meeting.

Montgomery Preserve is now proposed to be comprised of 35 detached, age restricted single units. An ordinance amendment to permit the detached, age-restricted units was enacted by the Montgomery Township Board of Supervisors on September 10, 2012 at their regularly scheduled meeting.

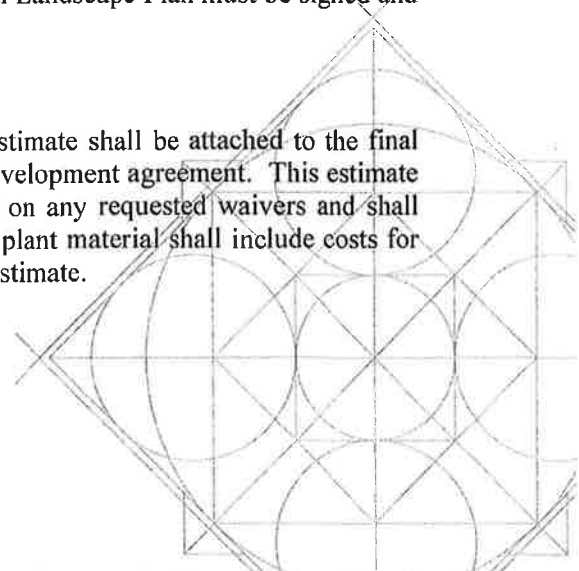
We offer the following comments for your consideration.

1. General Requirements

SLDO Section 205-49.C requires all landscape plans to be prepared by a landscape architect registered by the Commonwealth of Pennsylvania. The Final Landscape Plan must be signed and sealed by a registered landscape architect.

2. Landscape Plan Requirements

SLDO Section 205-51.A(18) requires that a detailed cost estimate shall be attached to the final landscape plan submission for the preparation of the land development agreement. This estimate shall be provided after the Board of Supervisors has ruled on any requested waivers and shall show the value of all proposed landscaping. Unit costs for plant material shall include costs for labor, materials, and guaranty, and shall be so stated on the estimate.



3. Planting Requirements

- A. SLDO Section 205-52.A(2)(a) requires that street trees shall be spaced to permit the healthy growth of each tree, but in no instance shall they be closer than 40 feet on center nor further than 50 feet on center for each side of the street. A large portion of Road 'A' is not proposed to be planted with Street Trees. Additionally, trees are located closer together than 40 feet in some instances and farther apart than 50 feet in others. A waiver has been requested.
- B. SLDO Section 205-52.A(2)(b) requires that street trees shall be planted no closer than one foot outside the legal or ultimate right-of-way, whichever is greater. A waiver has been requested from this requirement to allow street trees, which would normally be required to be planted along Road 'A', to be planted to the rear of Lots No. 6 through 11.
- C. SLDO Table 1: Minimum Planting Requirements permits that, when providing required Individual Lot Landscaping (Shade Trees), up to 50% of required shade trees may be substituted with flowering trees, evergreen trees or shrubs at the rate of two (2) flowering trees, two (2) evergreen trees or ten (10) shrubs for every shade tree. The plans currently propose to substitute forty (40) of the required seventy (70) individual lot shade trees, or 57% of the required individual lot landscaping, with flowering trees and shrubs. A waiver has been requested.

Sincerely,



Judith Stern Goldstein, ASLA, R.L.A.
Director of Landscape Architecture and Planning Services



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

JSG/vll/kam

Enclosure(s)

cc: Board of Supervisors
Planning Commission
Bruce Shoupe, Director of Planning and Zoning
Marita Stoerrle, Development Coordinator
Marianne McConnell, Deputy Zoning Officer
Joseph P. Hanna, P.E., Chambers Associates, Inc.
Kevin Johnson, Township Traffic Engineer
Kenneth Amey, AICP
Susan A. Rice, P.E., S.T.A. Engineering, Inc.
David Cutler, The Cutler Group, Inc.
Richard McBride, Esq., McBride & Murphy

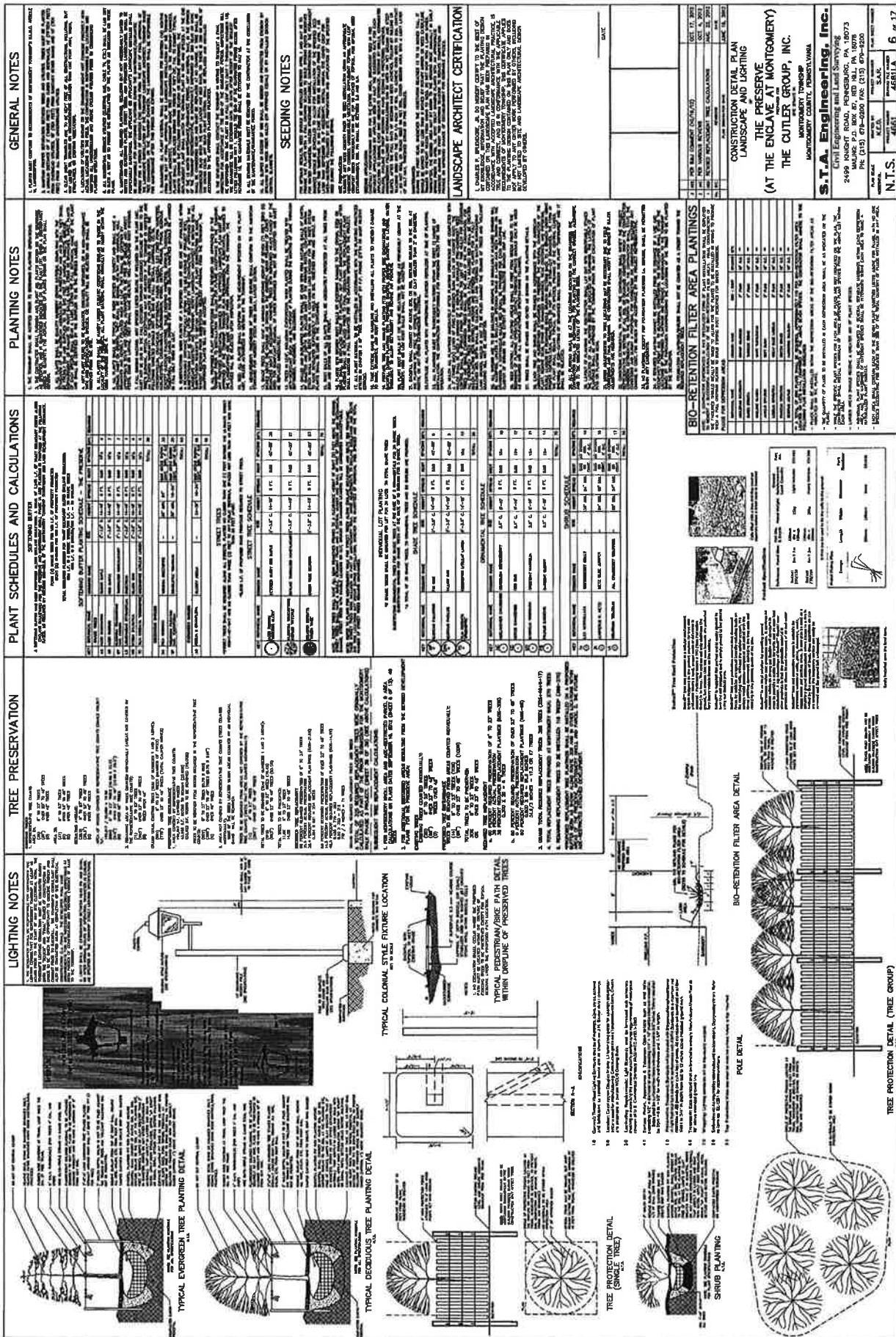
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THE PRESERVE
(AT THE ENCLAVE AT MONTGOMERY)
THE CUTLER GROUP, INC.

S.T.A. Engineering, Inc.

Civil Engineering and Land Surveying
2499 KNIGHT ROAD, PENNSBURG, PA 18073
MAILING: P.O. BOX 67, RED HILL, PA 18076

1" = 50' Projected Zone 100	DATE OF ISSUE J.A.C.	PROJECT NUMBER S.A.C.	PLAN SHEET NUMBER 5 OF 18
	4861	4861A	



THE REPLACEMENT CALCULATION
 SHALL BE BASED ON THE FOLLOWING:
 1. REPLACEMENT TREES SHALL BE PROVIDED AT THE FOLLOWING RATES:
 2. REPLACEMENT TREES SHALL BE PROVIDED AT THE FOLLOWING RATES:
 3. REPLACEMENT TREES SHALL BE PROVIDED AT THE FOLLOWING RATES:
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 9. REPLACEMENT TREES SHALL BE PROVIDED AT THE FOLLOWING RATES:
 10. REPLACEMENT TREES SHALL BE PROVIDED AT THE FOLLOWING RATES:

REPLACEMENT TREES		REPLACEMENT TREES		REPLACEMENT TREES	
EXISTING	REPLACEMENT	EXISTING	REPLACEMENT	EXISTING	REPLACEMENT
1	1	1	1	1	1
2	2	2	2	2	2
3	3	3	3	3	3
4	4	4	4	4	4
5	5	5	5	5	5
6	6	6	6	6	6
7	7	7	7	7	7
8	8	8	8	8	8
9	9	9	9	9	9
10	10	10	10	10	10



KEY MAP 1"=800'

LEGEND

REPLACEMENT TREES

ORNAMENTAL TREE - SEE SCHEDULE FOR TYPE

ADDITIONAL DESIGNATED AREA

ACT 121 UTILITY NOTE

THE PLANTING OF TREES SHALL BE IN ACCORDANCE WITH THE ACT 121 REQUIREMENTS. THE PLANTING OF TREES SHALL BE IN ACCORDANCE WITH THE ACT 121 REQUIREMENTS. THE PLANTING OF TREES SHALL BE IN ACCORDANCE WITH THE ACT 121 REQUIREMENTS.

LANDSCAPE ARCHITECT CERTIFICATION

I, **S.T.A. Engineering, Inc.**, a duly licensed landscape architect, do hereby certify that the work shown on this plan was prepared by me or under my direct supervision and that I am a duly licensed landscape architect in the State of Pennsylvania.

GRAPHIC SCALE

1"=50'

1"=800'

SUPPLEMENTAL TREE REPLACEMENT PLAN

THE PRESERVE
(AT THE ENCLAVE AT MONTGOMERY)
THE CUTLER GROUP, INC.

S.T.A. Engineering, Inc.
 2499 JOHNSON ROAD, PENNSYLVANIA, PA 19073
 PHILADELPHIA, PA 19103
 PH: (215) 679-0200 FAX: (215) 679-0200



Boucher & James, Inc.
CONSULTING ENGINEERS

INNOVATIVE ENGINEERING

Fountainville Professional Building
1456 Ferry Road, Building 500
Doylestown, PA 18901
215-345-9400
Fax 215-345-9401

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

P.O. Box 799
Morgantown, PA 19543
610-913-1212
Fax 215-345-9401

www.bjengineers.com



August 23, 2012

Mr. Lawrence J. Gegan, Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

**SUBJECT: MONTGOMERY PRESERVE
FINAL SUBDIVISION PLANS
TOWNSHIP LD/S NO. 653A
PROJECT NO. 0955253R**

Dear Mr. Gegan:

Please be advised that we have reviewed the Final Subdivision Plans for the Preserve at the Enclave at Montgomery, prepared by S.T.A. Engineering, Inc., dated June 18, 2012, with revised landscape sheets 5 and 6 dated August 22, 2012 (please see enclosures). The site fronts on Enclave Boulevard, and is located within the R-3B Age Qualified Residential District.

The submitted plans propose revisions to the Montgomery Preserve portion of the previously approved Final Subdivision Plans for the Enclave at Montgomery: Montgomery Preserve & Montgomery Knoll land development. The previously approved Final Subdivision Plans dated July 27, 2009 were granted Conditional Final Approval by the Board of Supervisors at their regularly scheduled November 9, 2009 meeting.

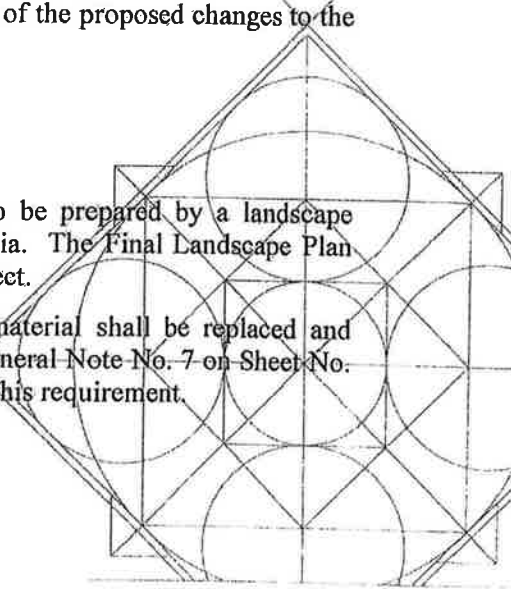
Montgomery Preserve is now proposed to be comprised of 35 detached, age restricted single units, which will require a revision to the existing R-3B Zoning District Regulations in order to permit detached age restricted units. At their regularly scheduled meeting on July 23, 2012 the Montgomery Township Board of Supervisors passed a resolution authorizing advertisement of a public hearing on August 27, 2012, regarding this and other proposed amendments to the R-3B Zoning District Ordinance.

The site is bordered to the north by the open space and stormwater management area of Montgomery Walk and beyond that the Montgomery Pointe land development. The land across Enclave Boulevard from the site has been donated to the Township, and is the future location of Friendship Park. Public water and sewer are proposed. The submitted plan set does not show any of the proposed changes to the Montgomery Knoll portion of the previously approved land development.

We offer the following comments for your consideration.

1. General Requirements

- A. SLDO Section 205-49.C requires all landscape plans to be prepared by a landscape architect registered by the Commonwealth of Pennsylvania. The Final Landscape Plan must be signed and sealed by a registered landscape architect.
- B. SLDO Section 205-49.G requires that any dead plant material shall be replaced and installed according to the approved planting practices. General Note No. 7 on Sheet No. 6 of 15 should be revised to demonstrate compliance with this requirement.



- C. SLDO Section 205-49.H includes the following phrase: "The guaranty will be extended until 30 days after receipt of the request letter following May 1." It appears that this sentence is missing from General Note 8 on Sheet 6 of 15. The plans should be revised to include the ordinance section in its entirety.
- D. SLDO Section 205-49.J requires that Street Trees shall have all main branches pruned to a clearance height of eight (8) feet above the ground. The note accompanying the street tree schedule should be revised to demonstrate compliance with the ordinance requirement.

2. Landscape Plan Requirements

- A. SLDO Section 205-51.A(18) requires that a detailed cost estimate shall be attached to the final landscape plan submission for the preparation of the land development agreement. This estimate shall be provided after the Board of Supervisors has ruled on any requested waivers and shall show the value of all proposed landscaping. Unit costs for plant material shall include costs for labor, materials, and guaranty, and shall be so stated on the estimate.
- B. SLDO Section 205-51.A(19) requires the Landscape Plan to show the limits and details of temporary fencing to be used for protection of existing trees and shrubs during construction. Tree protection fencing has been shown in most areas where required on the plan. However, additional tree protection fencing is required to the north of the Additional Disturbed Area and the walking path above Lots No. 1-5. The plans should be revised to show tree protection fencing in all required areas.

3. Planting Requirements

- A. SLDO Section 205-52.A(2)(a) requires that street trees shall be spaced to permit the healthy growth of each tree, but in no instance shall they be closer than 40 feet on center nor further than 50 feet on center for each side of the street. The Street Tree calculation indicates that 2,775 LF of street frontage is proposed. However, measurements of both sides of all proposed streets indicate that the total linear footage of street frontage will be closer to 3,500 LF. It appears that only one side of the proposed one-way street has been included in the calculation provided. In accordance with the ordinance requirements, street trees must be provided for both sides of the one-way street. Additionally, it appears that a large portion of Road 'A' is not proposed to be planted with Street Trees. The calculation should be revised to indicate the actual proposed length of all street frontages and to provide the correct number of required street trees at the required spacing, or a waiver would be required.
- B. A note under the Street Tree Schedule indicates that the street trees along Enclave Boulevard and Route 309 are to be provided as part of the Montgomery Walk land development. The note goes on to indicate the quantities and species of street trees to be provided along these streets nearby to the Montgomery Preserve land development. However, it appears that some of these quantities are incorrect. We recommend that the note be revised to remove references to quantities and simply indicate that street trees required for Enclave Boulevard and Route 309 are to be provided in conjunction with the Montgomery Walk land development. However, the street tree locations along these sheets should still remain shown on the plan sets.

- C. SLDO Table 1: Minimum Planting Requirements permits that, when providing required Individual Lot Landscaping (Shade Trees), up to 50% of required shade trees may be substituted with flowering trees, evergreen trees or shrubs at the rate of two (2) flowering trees, two (2) evergreen trees or ten (10) shrubs for every shade tree. The plans currently propose to substitute forty (40) of the required seventy (70) individual lot shade trees, or 57% of the required individual lot landscaping, with flowering trees and shrubs. The plans should be revised to provide the minimum required quantity of shade trees, and the remainder may be substituted for flowering trees and shrubs, or a waiver would be required.

4. Tree Replacement

- A. Tree replacement calculations have been provided on Sheet No. 6 of 15 indicating that 351 replacement trees are required within the Montgomery Preserve land development. However, this is not entirely accurate. The first part of the calculation was first submitted as part of a plan set for the original Montgomery Walk Phase 3 submission, and is now applicable to all of Montgomery Preserve, Montgomery Knoll, and the proposed carriage home land development along Bethlehem Pike. A large number of landscape plantings installed within Montgomery Walk have been counted toward this replacement tree requirement, and meet the equivalent of two hundred and eighty-seven (287) replacement trees. Therefore, a remaining thirty-eight (38) replacement trees must be provided somewhere within Montgomery Preserve, Montgomery Knoll, and the proposed carriage home land development in order to meet this requirement. We recommend that a note be added after this first calculation explaining what replacement landscaping has been provided at Montgomery Walk, and that a remaining 38 replacement trees are required to be provided somewhere within the boundaries of the original Montgomery Walk Phase 3 submission (Montgomery Preserve, Montgomery Knoll, and carriage home land development.)
- B. The second part of the tree replacement calculation indicates that an additional twenty-one (21) replacement trees are required to offset additional proposed disturbance proposed within the Montgomery Preserve land development. However, the replacement trees have not been shown within the plan set. The locations, species, and other pertinent information regarding the proposed replacement trees should be provided in the plan set in accordance with the ordinance requirements.

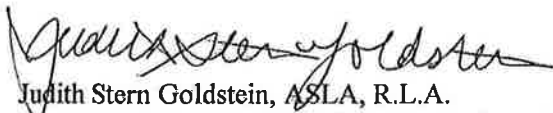
5. General Comments

- A. We request that the reference to the use of peat moss be removed from the planting details and Note No. 21 of the Planting Notes. We do not recommend the use of peat moss in planting mixtures in order to avoid creating a hydrophobic condition.
- B. The shading used for the other elements in the Landscape Plan as it is currently submitted is light, and makes it difficult to determine if the plant material is appropriately sited, as it is difficult to read the features beneath and next to the landscape plants. The plans should be revised to make the other plan elements more readable.
- C. *Fraxinus pennsylvanica* 'Summit' has been proposed within the softening buffer. While this is a species permitted by the SLDO, with recent Emerald Ash Borer outbreaks, we would recommend that a different, non-Ash species be substituted.

Mr. Lawrence J. Gregan, Township Manager
Montgomery Preserve
August 23, 2012
Page 4

- D. A number of shrubs have been located within clear sight triangles at the intersections of the proposed streets and Enclave Boulevard. The shrubs should be moved out of the clear sight triangles.
- E. There appears to be a conflict between the street light on lots no. 17 and 18 and the adjacent street trees. The locations of the street trees should be adjusted so that the street light is not blocked.
- F. Plans should be resubmitted for the changes to the Montgomery Knoll portion of the site.

Sincerely,



Judith Stern Goldstein, ASLA, R.L.A.
Director of Landscape Architecture and Planning Services



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

JSG/vll/kam

Enclosure(s)

cc: Board of Supervisors
Planning Commission
Bruce Shoupe, Director of Planning and Zoning
Marita Stoerrle, Development Coordinator
Marianne McConnell, Deputy Zoning Officer
Karyn Hyland, P.E., Gilmore & Associates
Joseph P. Hanna, P.E., Chambers Associates, Inc.
Kevin Johnson, Township Traffic Engineer
Kenneth Amey, AICP
Susan A. Rice, P.E., S.T.A. Engineering, Inc.
David Cutler, The Cutler Group, Inc.
Richard McBride, Esq., McBride & Murphy

When the 1994 election was held, the results showed that the majority of voters in the United States were in favor of the Clinton administration. The Clinton administration was elected in 1994, and the results showed that the majority of voters in the United States were in favor of the Clinton administration.



R-30 ZONING DISTRICT
EXISTING USE: OPEN SPACE

FUTURE TOWNSHIP PARK -
FRIENDSHIP PARK

THREATS TO BE PRESERVED
NO EXCAVATION SHALL OCCUR WITH-
IN THE PROPOSED PATN. PRO-
TECTION, UNDER THE PROPOSED PATN.
PROTECTION, UNLESS THE PROPOSED PATN.
PROTECTION IS FIRST REMOVED. THE
PROPOSED PATN. PROTECTION SHALL
BE REMOVED UNDER ANY AREA OF
THE PROPOSED PATN. PROTECTION
PATN. LOCATED WITHIN THE PROPOSED

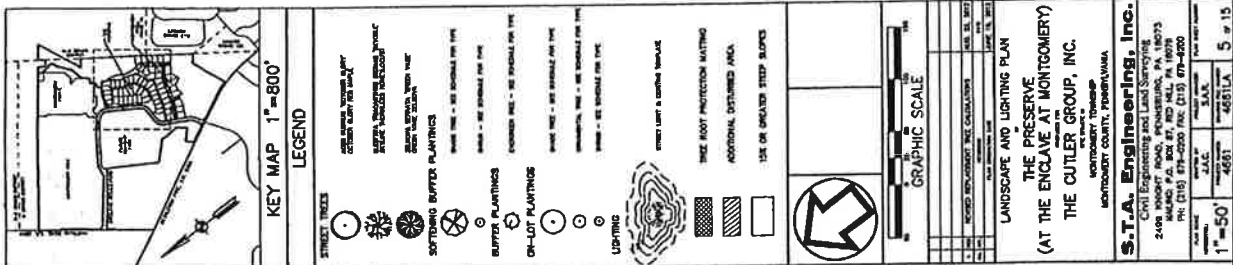
MONTGOMERY
WALK

Existing: Stormwater Management Area (South A)

1.
HORSLEY TOWNSHIP
R-2 ZONING DISTRICT
EXISTING USE: RESIDENTIAL
VACANT LAND

HORSHAM TOWNSHIP
R-7 ZONING DISTRICT
EXISTING USE: APARTMENTS

**R-3B ZONING DISTRICT
EXISTING USE: SINGLE-FAMILY
RESIDENTIAL**



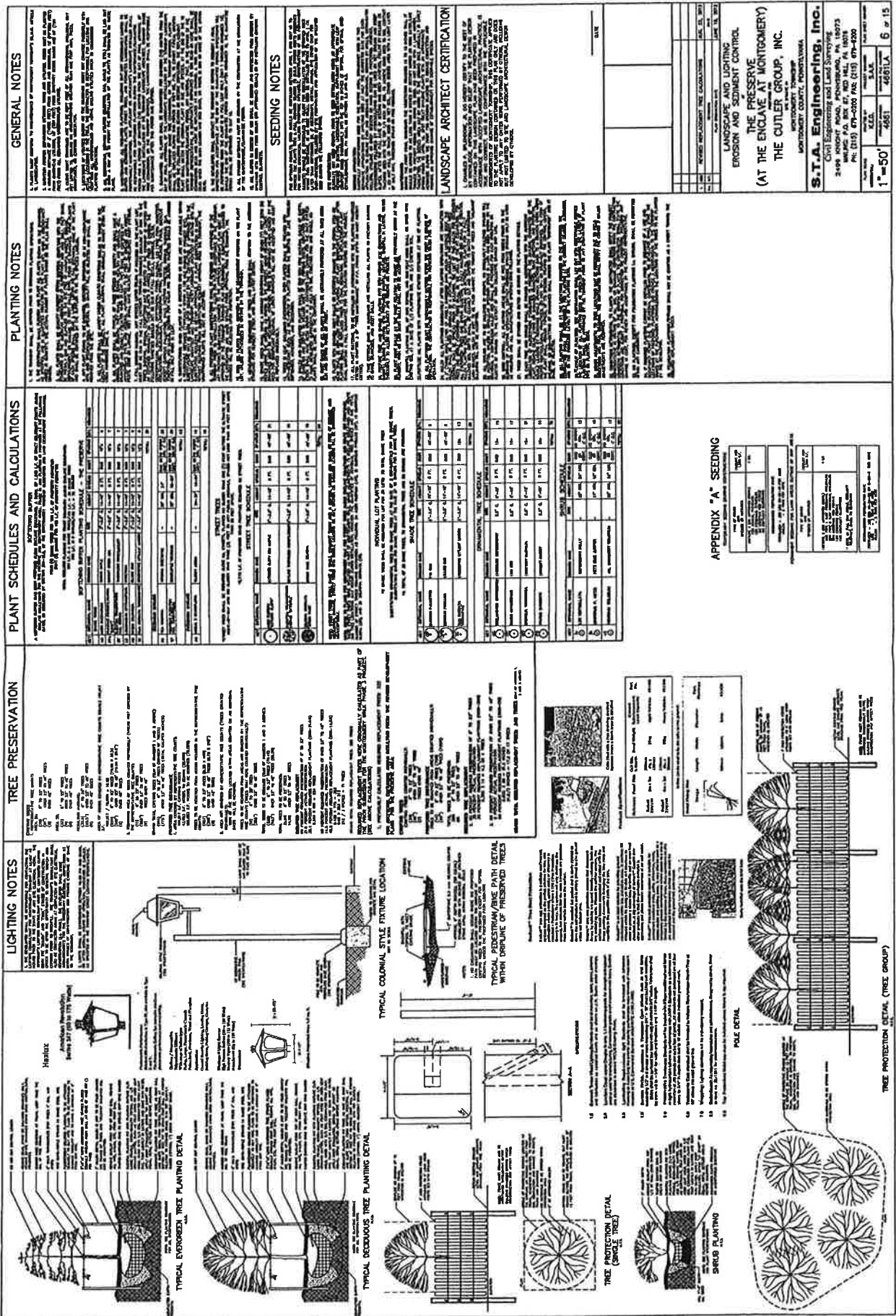
**THE PRESERVE
(AT THE ENCLAVE AT MONTGOMERY)
DESIGNED BY
THE CUTLER GROUP, INC.**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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St. A. Engineering, Inc.
Civil Engineering and Land Surveying
2408 KNIGHT ROAD, PENNSBURG, PA 15073
MAILING P.O. BOX 57, 170 MILL, PA 15075

FH: (216) 679-0200 FAX: (216) 679-4200

PLAN NAME CONTRACT	DESIGNED BY J.A.C.	PROJECT NUMBER 4681	PROJECT NUMBER S.A.C.	PLAN SHEET NUMBER 5 of 15
-----------------------	-----------------------	------------------------	--------------------------	------------------------------



AGENDA ITEMS

Montgomery Walk

Montgomery Preserve

Regional Shopping Center – Sign Regulations

cc:	R. Birch	K. Johnson
	M. Fox	Sewer Authority
	J. McDonnell	F. Bartle
	J. Walsh	B. Shoupe
	C. Chimera	E. Reynolds
	L. McGuire	M. Beatty
	J. Glickman	M. Schelly
	L. Manai	J. Goldstein
	J. Trump	J. Rall
	S. Krumenacker	

MONTGOMERY TOWNSHIP PLANNING COMMISSION

October 4, 2012

The October 4, 2012, meeting of the Montgomery Township Planning Commission was called to order by Chairman Jonathan Trump at 7:30 p.m. In attendance were Commissioners Michael Beatty, Steven Krumenacker, Leon McGuire, James Rall and Ellen Reynolds. Commissioner Jay Glickman was absent. Also present were Matthew Schelly, Montgomery County Planning Commission, Kenneth Amey, Planning Consultant, and Bruce Shoupe, Director of Planning and Zoning.

The minutes of August 16, 2012, were approved as submitted.

There were no public comments.

The first item on the agenda was a discussion of the plan for Montgomery Walk – Phase IIB. Richard McBride, attorney for The Cutler Group, was present to discuss this plan. Mr. McBride advised that the plan had previously received final approval from the Board of Supervisors. However, since that time the market had changed and they were adjusting the plan to meet current conditions. He further advised that this was actually the second time that the plan had changed. The market had previously turned away from age qualified and now there is a shift back to that type of community. Mr. McBride stated that the plan would be modified in the rear area by converting two of the 11 unit courtyards into 9 unit courtyards so that virtually each unit is an end unit. The other two 11 unit courtyards would be converted into a straight-line configuration with 3 units per row in order to maximize end units. The overall Montgomery Walk section would now have a total of 169 units. The original plan was for 174 units. Mr. McBride stated that they had received review letters from the Township's consultants. He advised that they would comply with all of the comments and revise the plans accordingly. There were

some waivers that were being requested, however, the township staff and consultants were not opposed to these waivers. After some further discussion, a motion was made by Mr. Beatty, seconded by Mr. McGuire, to recommend to the Board of Supervisors that this plan be approved, subject to satisfactory compliance with all comments of the Township's consultants. The motion further recommended that the requested waivers be granted. Motion was carried unanimously 6-0.

The next item to be discussed was the revised plan for **Montgomery Preserve**. Mr. McBride was present to discuss this plan also. He explained that this plan had also been previously approved by the Board of Supervisors. The original plan was for 13 non-aged restricted single houses. Mr. McBride advised that the revised plan was for 35 age restricted single houses. He mentioned that the Board of Supervisors had recently amended the R3B ordinance to permit detached age restricted units. He stated that the overall plan for the entire Enclave at Montgomery would show an additional 52 units. After further discussion, a motion was made by Mr. Beatty, seconded by Mr. McGuire, to recommend that the Board of Supervisors approve the plan, subject to compliance with all comments of the Township's review agencies. The motion further recommended that the requested waivers be approved. Motion carried unanimously 6-0.

Next to be addressed was a proposed amendment to the sign regulations for the RS-Regional Shopping Center District. Robert Brant, attorney representing Montgomery Mall, Michael Kissinger, engineer, and Joseph Zadlo, planner, were present to discuss this item. Mr. Kerns explained that this had come about due to the addition of the Wegman's Supermarket at Montgomery Mall. The Township had indicated that the current sign regulations were not sufficient for the signage that the new Wegman's would require. Mr. Zadlo explained that they had been working with the Township and had drafted an ordinance addressing these requirements. He provided some information regarding the site of the Wegman's at King of Prussia. Mr. Kissinger stated that this was the same footprint as what would be built at Montgomery Mall. Mr. Zadlo presented pictures that he had taken from the surrounding residential area showing that the signs would not have an impact on this community. The proposed ordinance would only apply to the RS District. Montgomery Mall is the only parcel designated within this zoning district; therefore, the ordinance would only apply to the Mall area. Mr. Zadlo thanked Matt Schelly for his review of the proposed ordinance. He stated that they would make the changes as noted by the County. After some further discussion, Mr. Trump asked if they would map out the elevations so that everyone could see how this would look. He asked if this item could be rescheduled for the next meeting. Mr. Zadlo advised that they would be happy to return on October 18th.

This meeting was adjourned at 9:15 p.m.

The next meeting of the Planning Commission will be held on Thursday, October 18, 2012, at 7:30 p.m.

Respectfully submitted:

Marita Stoerrle
Development Coordinator/
Recording Secretary



MONTGOMERY COUNTY PLANNING COMMISSION

box 311 • norristown • pennsylvania • 19404-0311 • 610-278-3722
office location: suite 201 • one montgomery plaza • swede & airy streets • norristown pa
FAX 610-278-3941 • Website www.montcopa.org/plancom

October 3, 2012
Larry Gegan, Manager
Montgomery Township
1001 Stump Road
Montgomeryville, Pennsylvania 18936

Re: MCPC# 05-0114-020
Montgomery Township LDS# 653A
Plan Name: The Preserve – at The Enclave at Montgomery
Plans dated 18 June 2012
(38 lots, 35 new dus, comprising 9.92 acres)
Situate: Hartman Road (E) / Enclave Blvd. (N)
Montgomery Township

Applicant's Name and Address
The Cutler Group, Inc.
5 Apollo Road, Suite Two
Plymouth Meeting, PA 19462
Contact: Susan Rice
Phone: 215.679.0200

Dear Mr. Gegan:

We received on August 3, 2012 the above referenced latest revision of approved land development plans from Marita Stoerle, Township Development Coordinator, and have reviewed them in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as requested. We have commented on the overall 113-acre project in previous letters. We have also commented on this section of the overall development, The Preserve, in several other letters as well, most recently in our September 11, 2009 letter. We forward this letter as a report of our review and recommendations.

Background

The applicant is proposing to modify the previously approved land development of a 10-acre portion of the tract known as The (Montgomery) Preserve. A previously approved land development involved 13 single family dwelling units on fee-simple lots arranged along a hooked cul-de-sac (below, left). The applicant would like to revise this layout into 35 single family dwelling units on fee-simple lots arranged along a looped street and a frontage street (below, right). The previously approved units were not proposed to be age-restricted, whereas all 35 of the new proposal are to be age-restricted.



Previous Layout



New Proposed Layout

The tract is located in the R-3B Age-Qualified Residential zoning district. Surrounding properties in Montgomery Township, including the PECO powerline property, are in the LI zoning district and the R – 3B Age-Qualified Residential zoning district. There are single-family homes in an R-2 Residential district on the other side of the PECO powerline property. The closest homes within the R3-B district are townhouses in the Montgomery Pointe to the north(east) and single family detached homes in the Montgomery Knoll to the south(west). The adjacent properties in Horsham Township are in Horsham's R-2 Low-Density Residential, and R-7 Residential zoning districts. The new dwelling units are proposed to be served by public sewer and water.

Recommendation

At this time, if the applicant revises the plans according to the comments below, we can recommend approval of this land development plan. Otherwise, we can only recommend approval if the Township is satisfied with the applicant's resolutions of the concerns we identified in this letter and the Township is assured that all applicable ordinance requirement issues have been resolved.

Review Comments

1. **Conservation Easement.** The easement is located to protect the swale, which qualifies as a stormwater element of the MS4 program. The easement agreement should not only delineate the area of the easement but should ensure the swale remains protected, the protections can be enforced, and in this case ensure the water quality performance of this swale is improved. We are unfamiliar with any terms agreed upon for this area so far, but we suggest the final agreement addresses these issues:
 - a. The easement document should give the Township a number of rights to ensure the conservation of this area.
 - b. The easement should be enforceable.
 - c. The boundary of the easement should be obviously and permanently demarcated on the land. A split rail fence the full length of both sides of the easement would be the most effective. The easement should be obvious to any prospective purchaser of any of the lots with the easement.
 - d. The easement area should not be planted with lawn grasses but rather with a native "naturalized" landscape that protects the corridor and will have it become a narrow meadow-like or stream-side landscape of native groundcovers, shrubs, and trees.
 - e. The callout on the plan indicates reference to Notes 18 and 19. The reference to Note 19 is probably incorrect. The intent was probably to reference Note 20 instead. However, this easement should not be maintained as lawn. The easement should be maintained in accordance with good standards for riparian corridors. Our office has some good standards to use if the township would like to use them. We have attached some excerpts from our riparian corridor conservation guidebook at the end of this letter. Another reference is the Model Riparian Buffer Protection Agreement and Commentary, prepared by the Pennsylvania Land Trust Association and available at conserveland.org.
 - f. The siting of the house slab and the grading of Lot 21 should be revised to move the house as far away from the easement as possible. The currently proposed situation is not tenable and is likely to lead to problems for the township in the future.

These appropriate protections for this swale corridor will help protect water quality, which is part of the requirements of the MS4 program. Protecting this corridor will help the township meet the standards required by the MS4 program.

2. **Sidewalk.** The sidewalk should be extended along Enclave Blvd and be set back at least 4 feet from the curb to allow a planting strip for the street trees. The sidewalk along the Parcel B Open Space can also be set back 4 feet from the curb.
3. **Parking Spaces.** Road A has only 4 visitor parking spaces for about 28 homes. If no parking will be allowed along the curb, this is not enough and problems and violations will be caused by this lack of

parking. It seems the applicant could add at least 5 spaces by adding to the existing parking areas along Road A, plus there may be a few other places where, especially if driveways are paired up, several more spaces could be added. Another consideration would be to allow parking on at least one side of the road since two cars would fit along the curb in front of nearly every home along this road.

Suggestion

1. **Internal Loop Nature Trail.** Considering the age-restricted nature of the residents, the very small lots with almost no yard, and the likely desire for the residents to access the open space adjacent to the stormwater basin, we suggest the applicant consider a short trail along the 20-foot wide sewer easement between lots 10 and 11 that leads across the swale with a decorative bridge to a trail that loops around the basin and connects also to Harley Court. This would also be a marketing amenity for home sales.

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

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

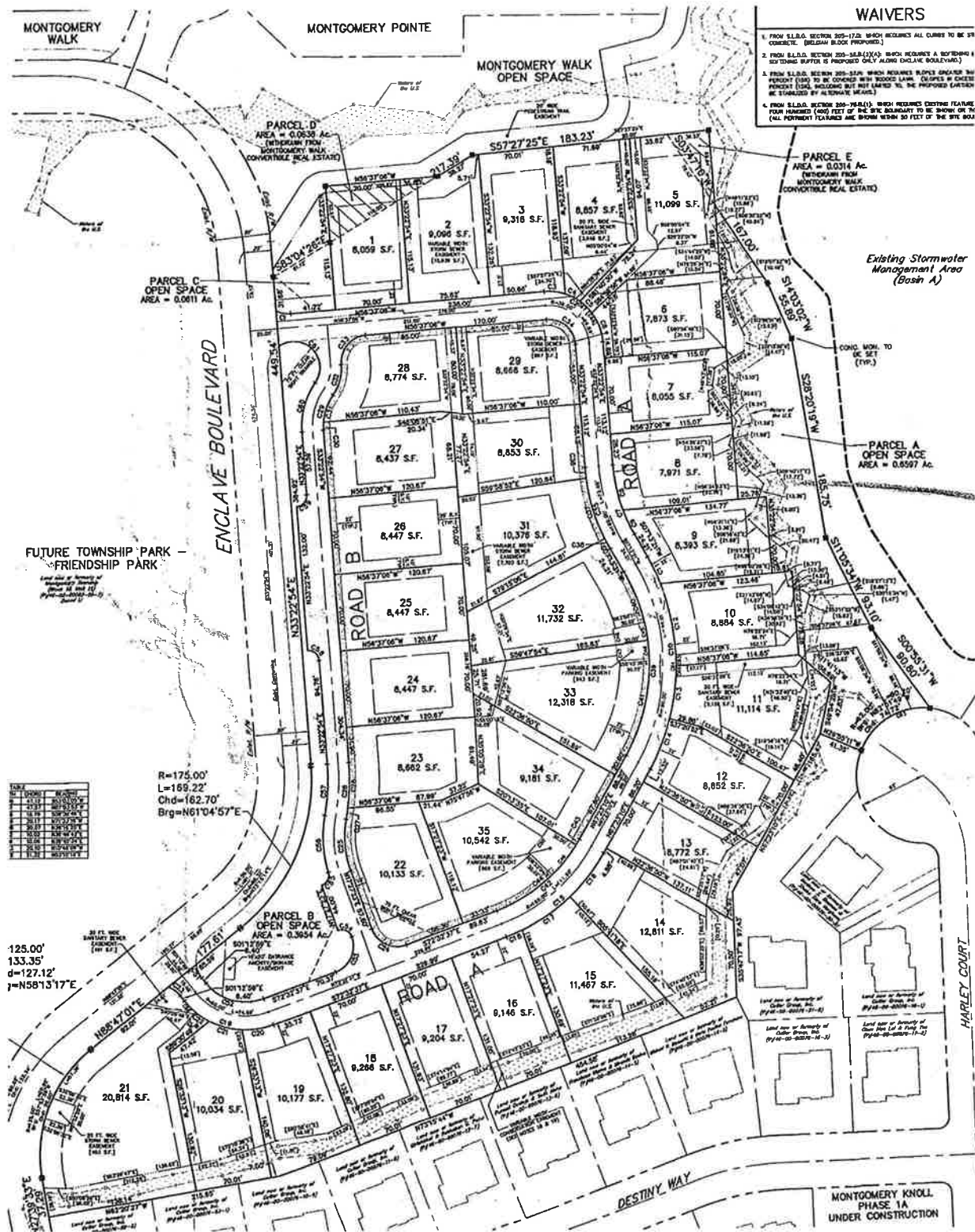
Sincerely,



Matthew Schelly, Senior Community Planner to Montgomery Township, BArch, MCP, MLA
610-278-3739, Email: mschelly@montcopa.org

Attachments: Excerpt of Applicant's Proposed Revised Plan, Annotated Aerial of Vicinity of Applicant's Proposal, Suggested Riparian Corridor Planting and Maintenance Standards

- c: The Cutler Group, Inc., Applicant
Susan Rice, Applicant's Contact
All Township Planning Commission Members
All Township Supervisors
Bruce Shoupe, Township Director of Planning & Zoning Administration, Zoning Officer
Marita Stoerrle, Township Development Coordinator
Frank Bartle, Esq., Township Solicitor
Ken Amy, Township Planning Consultant
Van Rieker, Township Planning Consultant
Karyn Hyland, Gilmore & Associates, Township Engineer
Kevin Johnson, TPD, Inc., Township Traffic Engineer and Township Lighting Consultant
Judy Stern Goldstein, Township Landscape Consultant



Excerpt of Applicant's Proposed Revised Plan



Annotated Aerial of Vicinity of Applicant's Proposal

Suggested Riparian Corridor Planting and Maintenance Standards

If the following or similar standards are incorporated in the conservation easement, the residents will be able to enjoy the corridor as a bird and butterfly habitat, send their children and grandchildren to explore the corridor area, observe a natural changing of the seasons in the corridor, watch it grow and mature, and contribute to protecting the water quality in the township.

1. Access shall be allowed by the Township and its agents.
2. New trees can be planted at a minimum rate of 15 feet on center or one tree per 225 square feet in staggered rows or an equivalent informal arrangement within the area.
3. New trees should be a variety of sizes ranging from a minimum four (4) to five (5) foot branched whip to an approximate one and a half inch (1 ½") balled and burlapped planting stock.
4. New tree and shrub plantings shall be composed of native riparian species. Non-native, invasive species are prohibited.
5. Tree and large shrub plantings shall be located along the streambank to provide shade for the stream, soil erosion control and stormwater benefits, according to accepted streambank restoration practices.
6. Existing native tree, shrub, and groundcover species should not be removed except if approved by the township's easement enforcement agent such as for health or safety reasons, or improvement of the corridor such as thinning or increasing diversity.
7. Existing non-native, invasive plant species should be removed and replaced with native riparian plant species.
8. Mowing should be limited to no more than twice per year.
9. Conservation easement edge delineation and demarcation elements shall not be removed except for repairs and replacement with elements of similar or improved effectiveness as approved by the township's easement enforcement agent.
10. Structures of any kind (including sheds, decks, patios, paved areas, pet shelters, and others) are prohibited from the ground or close to the ground in the corridor area. Poles, birdhouses, open leg benches, and similarly small footprint amenities may be added to the corridor.
11. Natural features such as boulders, logs, and rock walls may be added if allowed by state and federal regulations and approved by the township's easement enforcement agent.
12. Grass clippings, leaves, and other yard, house or vehicle waste are prohibited from being dumped into the corridor. Chemicals and other toxic substances may not be dumped into the corridor. Use of chemicals to control insects, animals, or weeds is discouraged but allowed if approved by the township's easement enforcement agent.
13. Pet waste is prohibited from the area. The area shall not be used as a pet enclosure or pet run.
14. Digging or grading is prohibited unless approved by the township's easement enforcement agent to improve the riparian condition.

15. Crossings by roads, sewers, trails, culverts, or other structures shall be allowed only if approved by the township's easement enforcement agent.
16. Naturally fallen branches and leaves are to remain in the corridor unless they pose a health or safety risk and removal is approved by the township's easement enforcement agent.
17. Dead trees and other plants can be allowed to remain as part of the natural habitat, however any hazardous or infectious plant should be removed and replaced.
18. Pruning and thinning of tree structure is allowed with reference to good pruning practices.
19. The corridor should be protected from damage from insects, animals (like deer), or humans. Narrow foot paths are allowed, but motorized vehicles are not allowed except for maintenance and emergency vehicles.
20. Beneficial birds, insects, and other animals should not be removed from the corridor.
21. Report any problems or infractions to the township's easement enforcement agent.
22. It is encouraged to ask the township's easement enforcement agent before doing anything to the corridor.



TRAFFIC PLANNING AND DESIGN, INC.

2500 EAST HIGH STREET, STE 650
POTTSTOWN, PA 19464

PHONE: 610.326.3100
FAX: 610.326.9410

TPD@TRAFFICPD.COM
WWW.TRAFFICPD.COM

August 30, 2012

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

Re: Traffic Engineering and Site Lighting Review
Montgomery Preserve (at the Enclave at Montgomery)
Montgomery Township LDS#653A
Montgomery Township, Montgomery County
TPD# MOTO.A1.00016

Dear Bruce:

In our role as Township Traffic Engineer, Traffic Planning and Design, Inc. (TPD) reviewed the plan submission for the above referenced project prepared by Stout, Tacconelli & Associates, Inc. last revised June 18, 2012. Based on this review, we offer the following comments:

Traffic Engineering Comments

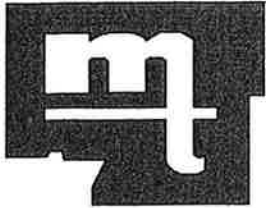
1. It is recommended that an overall site plan for the site be included in subsequent submissions for this project to verify changes between submissions.
2. Verify that separate ADA-compliant ramps can be constructed at the intersection of Road A and Enclave Boulevard, where the proposed pedestrian trail crosses Enclave Boulevard.
3. In lieu of curb ramps and curbed radii at the visitor parking areas on Road A, the Applicant should consider a concrete driveway apron design.
4. A 24-inch white stopbar line should be provided at the intersection if Road A and Road B (exiting).

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

Sincerely,

Kevin L. Johnson, P.E.
President

cc: Larry Gregan, Township Manager
Marita Stoerrle, Township Development Coordinator
Kevin Costello, Township Public Works Director
Russ Dunlevy, P.E., Township Engineer
Susan Rice, P.E., Stout, Tacconelli & Associates, Inc.
Joseph Platt, PE, Traffic Planning and Design, Inc.



MONTGOMERY TOWNSHIP
FIRE SERVICES DEPARTMENT
1001 STUMP ROAD
MONTGOMERYVILLE, PA 18936-9605
Telephone: 215-393-6935 • Fax: 215-699-8892
www.montgomerytp.org

Rick Lesniak
DIRECTOR OF FIRE SERVICES
CHIEF FIRE MARSHAL
EMERGENCY PREPAREDNESS
DIRECTOR

FIRE MARSHAL OFFICE:
215-393-6936

TO: Bruce Shoupe, Director of Planning and Zoning

FROM: Richard Lesniak, Chief Fire Marshal

REVIEW DATE: August 23, 2012

DEVELOPMENT NAME: Montgomery Preserve

OF UNIT(S): 35

LD/S#: 653A

PLANS DATE: 6-18-12

LOCATION: Bethlehem Pike and Hartman Road

REVISION DATE: N/A

In the interest of **Public Safety** and **Hazard Mitigation**, the following requirements shall be evaluated. All requirements listed below are to be referenced to the plan named above.

All requirements shall meet the 2006 International Building and Fire Codes as well as Township Ordinance(s).

1. Any gas services that are accessible/vulnerable to vehicular traffic SHALL have approved vehicle impact protection installed.
This note has been addressed in the plans provided on 6-18-12.
2. The plan does not include water main sizes. Revised plans showing the size and location of all water mains shall be submitted for review and is subject to approval of the Fire Marshal's Office.
3. The project **Montgomery Knoll/Preserve** shall comply with Section D107 of the 2006 IFC for **ONE- OR TWO- FAMILY RESIDENTIAL DEVELOPMENTS**.
This note has been addressed in the plans provided on 6-18-12 however it shall comply with the following note #4 below.
4. **Access Roadway:** The access roadway shall comply with Section 503 of the 2006 IFC.
5. All buildings of Truss Construction SHALL comply with the Montgomery Township Truss Ordinance #04-188. Truss emblems can be obtained through the Fire Marshal's Office or Code Enforcement Office. The Fire Marshal's Office SHALL be contacted in regards to placement of truss placard.
This note has been addressed in the plans provided on 6-18-12.
6. Street address numbers shall be provided on each building as directed by the Fire Marshal's Office.
This note has been addressed in the plans provided on 6-18-12.

7. All applicants are to contact the Code Enforcement Office when underground piping is being hydrostatically tested on site. Applicants are also reminded that flushing of the underground piping SHALL be witnessed by a township official prior to final riser connections per NFPA 13.
8. The plans shall be revised to show Montgomery Township fire truck turn path plan. Dimensions can be obtained by the Township Planning and Zoning Office.
9. ALL revisions of the above named plan SHALL be reviewed by the Fire Marshal's office for approval.

Conclusion:

A written response or revised plan must be submitted to the Fire Marshal's Office and must satisfactorily address each plan review note listed above.

The current plans are **NOT APPROVED** as submitted.

If there are any questions regarding the review notes, please contact the Fire Marshal's Office at 215-393-6936 or 215-393-6935

Thank You,

Richard Lesniak, Chief Fire Marshal

Reviewed by:
John Scheiter
Captain/Assistant Fire Marshal

Cc:
TO FILE

KENNETH AMEY, AICP
professional land planner

October 14, 2012

Lawrence J. Gegan, Township Manager
MONTGOMERY TOWNSHIP
1001 Stump Road
Montgomeryville, PA 18936

Re: The Cutler Group
Montgomery Preserve
Township File #LD/S 653A


Dear Mr. Gegan:

I have completed my second review of the above referenced subdivision plan, consisting of 16 sheets, prepared by Stout Tacconelli & Associates, dated June 18, 2012, last revised October 4, 2012. This parcel is zoned R3-B and is one component of The Enclave at Montgomery which is being developed under the Comprehensive Development Alternative, as regulated by section 230-53.11 of the Montgomery Township Zoning Ordinance. The plans represent a revision to a previously approved subdivision/land development. My comments are as follows:

1. The latest plan revisions satisfy the review comments in my September 7, 2012 letter.
2. The record plan has been revised to show a phasing line. The township engineer will need to confirm his agreement with the proposed phasing, and whether temporary cul-de-sacs will be required at the boundary between phases.

If there are any questions or comments, please let me know.

Very truly yours,



Kenneth Amey

Cc: Bruce S. Shoupe, Township Director of Planning and Zoning
Marita Stoerrle, Township Development Coordinator
Joseph Hanna, PE, Township Engineer
Kevin Johnson, PE, Township Traffic Engineer
Judith Stern-Goldstein, RLA, Township Landscape Architect
Susan Rice, PE, Stout Tacconelli & Associates
Richard P. McBride, Esq., The Cutler Group

1122 Old Bethlehem Pike
Lower Gwynedd, PA 19002



phone: 215.283.9619
fax: 215.646.3458
kenamey@aol.com

KENNETH AMEY, AICP
professional land planner

September 7, 2012

Lawrence J. Gregan, Township Manager
MONTGOMERY TOWNSHIP
1001 Stump Road
Montgomeryville, PA 18936

Re: The Cutler Group
Montgomery Preserve
Township File #LD/S 653A

Dear Mr. Gregan:

I have completed my review of the above referenced subdivision plan, consisting of 15 sheets, prepared by Stout Tacconelli & Associates, dated June 18, 2012, with no revisions. This parcel is zoned R3-B and is one component of The Enclave at Montgomery which is being developed under the Comprehensive Development Alternative, as regulated by section 230-53.11 of the Montgomery Township Zoning Ordinance. The plans represent a revision to a previously approved subdivision/land development. My comments are as follows:

1. The Board of Supervisors will consider an amendment to the R3-B district at a public hearing on September 10, 2012. The plans and this review are based upon the passage of that amendment; should it not be adopted by the Board, these plans will not be able to proceed.
2. The Comprehensive Development Alternative criteria of section 230-53.11 include requirements for the overall tract. Compliance with these requirements should be shown on the plans, and should show complete density calculations for the entire tract.
3. Building envelopes shown on the record plan need to be modified to show the required 15' setback from the curblin of the guest parking areas.

If there are any questions or comments, please let me know.

Very truly yours,

Kenneth Amey

1122 Old Bethlehem Pike
Lower Gwynedd, PA 19002



phone: 215.283.9619
fax: 215.646.3458
kenamey@aol.com

Cc: Bruce S. Shoupe, Township Director of Planning and Zoning
Marita Stoerrle, Township Development Coordinator
Russell Dunlevy, PE, Township Engineer
Kevin Johnson, PE, Township Traffic Engineer
Judith Stern Goldstein, RLA, Township Landscape Architect
Susan Rice, PE, Stout Tacconelli & Associates
Richard P. McBride, Esq., The Cutler Group

S.T.A. Engineering, Inc.

2499 Knight Road, Pennsburg, PA 18073
Mailing: P.O. Box 87, Red Hill, PA 18076
Ph: (215) 679-0200 / Fax: (215) 679-9200

September 17, 2012

Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

Attn: Bruce Shoupe, Township Director of Planning & Economic Development

**Subj: WAIVER REQUEST LETTER
THE PRESERVE
The Enclave at Montgomery
Montgomery Township, Montgomery County
STA Project #4661**

Dear Bruce:

With regard to the above-captioned project, and on behalf of my client, The Cutler Group, Inc., I respectfully request waivers from the Subdivision and Land Development Ordinance as follows:

1. **From S.L.D.O. Section 205-17.D:** which requires all curbs to be straight concrete. (This waiver is being requested to allow Belgian block curb in lieu of the concrete curb.)
2. **From S.L.D.O. Section 205-52.A.(2)(a):** which requires street trees to be planted no less than forty (40) feet on center nor farther than fifty (50) feet on center. (This waiver is requested to allow street trees to be placed closer than forty (40) feet on center in certain instances due to limited space.)
3. **From S.L.D.O. Section 205-52.A.(2)(b):** which requires street trees to be planted no closer than one foot outside the legal or ultimate street right-of-way, whichever is greater. (This waiver is requested to allow street trees for Road 'B' to be planted along the rear of Lots 6 through 11 due to limited space between Enclave Boulevard and Road 'B'.)
4. **From S.L.D.O. Section 205-52.B.(2)(A):** which requires a softening buffer. (This waiver is being requested to provide the softening buffer only along Enclave Boulevard. The remaining property line boundaries border open space within the Montgomery Walk project that contain existing vegetation to remain.)
5. **From S.L.D.O. Section 205-52.G.Table 1:** which allows up to 50% of the required individual lot shade trees to be substituted with flowering trees, evergreen trees or shrubs. (This waiver is being requested to allow 57% of the required shade trees to be substituted with flowering trees and shrubs. Due to limited space for shade trees, most lots propose 1 shade tree and 2 ornamental

Bruce Shoupe, Township Director of Planning & Economic Development

September 17, 2012

Page Two

trees. On lots that contain the bio-retention areas, 2 ornamental trees and 10 shrubs are proposed in order to enhance the bio-retention areas.)

- 6. From S.L.D.O. Section 205-52.H: which requires slopes greater than fifteen percent (15%) to be covered with sodded lawn. (This waiver is requested to allow all slopes in excess of fifteen percent (15%), to be stabilized with jute netting (or approved equal) over topsoil seeded in accordance with approved seeding recommendations and be subject to field evaluation as deemed necessary.)**
- 7. From S.L.D.O. Section 205-78.B.(1): which requires existing features within four hundred (400) feet of the site boundary to be shown on the plans. (This waiver is requested to allow the existing features currently shown on the plans to be sufficient to satisfy the Township. This waiver was previously granted for the Montgomery Walk portion of this project, which utilized the same existing features data. Additionally, aerial photographs have been provided by the County that adequately depict adjacent land uses and significant features.)**

To the best of my knowledge this is a full and complete listing of all relief being sought by the applicant in connection with this project.

Respectfully submitted,



Susan A. Rice, P.E.

Stout, Tacconelli & Associates, Inc.

cc: Joseph P. Hanna, P.E., Chambers Associates
Kevin L. Johnson, P.E., Traffic, Planning and Design, Inc.
Judith Stern Goldstein & Valerie L. Liggett, ASLA, R.L.A., Boucher & James, Inc.
The Cutler Group, Inc.
Mr. Richard P. McBride, Esq.

Marita A. Stoerrle

From: Bruce S. Shoupe
Sent: Tuesday, September 25, 2012 3:32 PM
To: Marita A. Stoerrle
Subject: FW: Preserve Waiver Responses

Bruce S. Shoupe
Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936
215-393-6920
Bshoupe@Montgomerytp.org



www.montgomerytp.org

From: Valerie Liggett [<mailto:vliggett@bjengineers.com>]
Sent: Tuesday, September 25, 2012 2:27 PM
To: Bruce S. Shoupe
Subject: Preserve Waiver Responses

Bruce;

Here are our responses to the STA 9/17 Preserve Waiver Request Letter:

Be it further resolved, that the following waivers are hereby requested to be granted only to the extent that they concur with the recommendation of the consultants:

2. Section 205-52.A(2)(a) - A waiver is requested from the requirement that street trees shall be spaced to permit the healthy growth of each tree, but in no instance shall they be closer than 40 feet on center nor further than 50 feet on center for each side of the street. The waiver is requested to allow street trees to be placed closer than 40 feet on center in some places and farther than 50 feet on center in other places due to space constraints.

B&J - We would not object to a waiver from this ordinance requirement.

3. Section 205-52.A(2)(b) - A waiver is requested from the requirement that street trees shall be planted no closer than one foot outside the legal or ultimate street right-of-way, whichever is greater. The waiver is being requested to allow street trees for Road 'B' to be planted along the rear of Lots 6 through 11 due to limited space between Enclave Boulevard and Road 'B'.

B&J - Due space constraints along Road B, we would not object to these street trees being relocated to the rear of Lots 6 through 11, provided that only the street trees required to be planted in the strip of land between Road B and Enclave Boulevard are relocated.

4. Section 205-52.B(2)(a) - A waiver is requested from the requirement that softening buffers be provided in all Zoning District and for all uses. The waiver is being requested to provide the softening buffer only along Enclave Boulevard. The remaining property line boundaries border open space within the Montgomery Walk project that contain existing vegetation to remain.

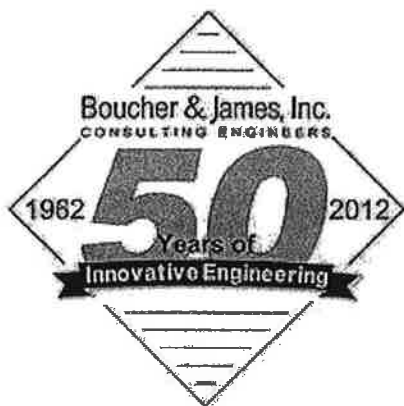
B&J - We would not object to a waiver from this ordinance requirement.

5. Section 205-52.G Table 1 - A waiver is requested from the Table 1 requirement which permits up to 50% of required individual lot shade trees to be substituted with flowering trees, evergreen trees or shrubs. The waiver is being requested to allow 57% of required shade trees to be substituted with flowering trees and shrubs. Due to limited space for shade trees, most lots proposed 1 shade tree and 2 ornamental trees. On lots that contain bio-retention areas, 2 ornamental trees and 10 shrubs are proposed in order to enhance bio-retention areas.

B&J - We would not object to a waiver from this ordinance requirement.

6. Section 205-52.H - A waiver is requested from the requirement that requires that areas of steep slopes greater than fifteen percent (15%) be covered with sodded lawn. This waiver is requested to allow all slopes in excess of fifteen percent (15%) to be stabilized with jute netting (or approved equal) over topsoil seeded in accordance with approved seeding recommendations and be subject to field evaluation as deemed necessary.

B&J - We would not object to a waiver from this ordinance requirement.



Valerie L. Liggett, ASLA, R.L.A.
Planner / Landscape Architect
Boucher & James, Inc.

1456 Ferry Road
Doylestown, PA 18901
E-mail: vliggett@bjengineers.com
Internet: www.bjengineers.com
Tel: 215-345-9400 - Fax: 215-345-9401

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MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consideration - Preliminary/Final Land Development Plan – General Hancock
Hotels – Hampton Inn – LDS #642A

MEETING DATE: October 22, 2012

ITEM NUMBER: #12

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Candyce Fluehr Chimera
Chairman

BACKGROUND:

This is a revision to the plan which was approved in 2008. The original plan consisted of a restaurant and two hotels. The restaurant has been constructed and one of the hotels is under construction. This plan submission proposes changes to the second hotel, which will now be a Hampton Inn. The total number of guest rooms is to be reduced from 113 to 101. The plan also includes proposed changes to the surrounding parking and vehicular circulation areas.

The Township staff and consultant have reviewed this plan for compliance with Township Codes. The plan has been recommended for approval by the Township and County Planning Commissions.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

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

PREVIOUS BOARD ACTION:

The Board approved a plan for General Hancock Hotels in 2008 which consisted of two hotels and a restaurant. The restaurant has been constructed and one of the hotels is currently under construction.

ALTERNATIVES/OPTIONS:

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

BUDGET IMPACT:

None.

RECOMMENDATION:

The resolution be adopted by the Board of Supervisors.

MOTION/RESOLUTION:

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

MOTION _____

SECOND _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
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 B. Bartle, Esq.

RESOLUTION

MONTGOMERY TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

A RESOLUTION GRANTING CONDITIONAL PRELIMINARY/FINAL APPROVAL OF THE APPLICATION FOR LAND DEVELOPMENT OF GENERAL HANCOCK HOTELS – HAMPTON INN, LOCATED AT GARDEN GOLF BOULEVARD

The Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, hereby resolves to grant conditional, preliminary/final approval of the land development application and plan for **General Hancock Hotels – Hampton Inn, located at Garden Golf Boulevard**, as more fully detailed on the plans listed on Exhibit "A" attached hereto and made part hereof and further conditioned upon the following being satisfied by the Applicant prior to the recording of the final plan:

1. Fulfilling all obligations and requirements of the Chambers Associates, Inc. letters dated September 27, 2012, July 31, 2012; Boucher & James, Inc. letters dated September 26, 2012, August 8, 2012; Montgomery Township Planning Commission comments dated October 18, 2012; Montgomery County Planning Commission comments dated October 16, 2012; Traffic Planning and Design, Inc. letter dated August 9, 2012; Montgomery Township Fire Marshal's Office comments dated September 7, 2012, August 9, 2012; Montgomery Township Police Department comments dated July 20, 2012; and Kenneth Amey's letter dated October 6, 2012, September 5, 2012.
2. The Applicant shall enter into a Land Development Agreement and post financial security for all improvements to the satisfaction of the Township Engineer and Township Solicitor for each phase of this development. The record plan shall indicate each phase.
3. The Applicant shall satisfy the requirements of all Montgomery Township Codes, the Montgomery Township Municipal Sewer Authority and North Wales Water Authority. A copy of the Authorities' permits and/or agreements from the above must be provided to the Township.
4. The Applicant shall be responsible for payment of all Township Consultant fees related to this project.
5. The Applicant shall satisfy the Township's Park and Recreation requirements in accordance with Section 205-114, or, in accordance with Section 205-116, provide a fee in lieu of the land and the fee must be paid prior to the submission of building permits.
6. The Applicant shall be responsible for obtaining all other Regulatory Authority Permits having jurisdiction over this project.
7. All storm water inlets and outfall structures shall be identified in accordance with the PADEP Municipal Separate Storm Sewer Systems requirements.

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

DULY PRESENTED AND ADOPTED by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, at a public meeting held this 22nd day of October, 2012.

MOTION BY:

SECOND BY:

VOTE:

The above conditions are agreed to by TMI Hospitality this _____
day of _____, 2012.

Applicant

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

EXHIBIT "A"

PLANS-STUDIES

<u>DESCRIPTION</u>	<u>ORIGINAL DATE</u>	<u>REVISED DATE</u>
1. Land Development Plan	6-6-12	9-7-12
2. Existing Features Plan	6-6-12	9-7-12
3. Grading Plan	6-6-12	9-7-12
4. Erosion Control Plan	6-6-12	9-7-12
5. Landscaping Plan	6-6-12	9-7-12
6. Lighting Plan	6-6-12	9-7-12
7. Parking Plan	6-6-12	9-7-12
8. Construction Detail Sheet	6-6-12	9-7-12
9. Construction Detail Sheet	6-6-12	9-7-12
10. E&S and Landscaping Detail Sheet	6-6-12	9-7-12



Chambers Associates, Inc.

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

September 27, 2012

Montgomery Township Board of Supervisors
1001 Stump Road
Montgomeryville, PA 18936-9605

Subject: *General Hancock Hotels/Hampton Inn
C.A. Job #105-412R.01/TWP. REF. #LD/S-642A*

Dear Members of the Board:

As per the request of Marita Stoerrle, Development Coordinator, on September 17, 2012, we have reviewed the following Plans and information prepared by Schlosser & Clauss, Inc. for the General Hancock Hotels:

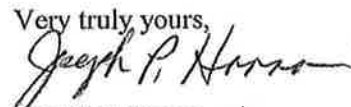
- Land Development Plan, Sheet 1 of 10, dated 06-06-2012, last revised 09/07/12
- Existing Features Plan, Sheet 2 of 10, dated 06-06-2012, last revised 09/07/12
- Grading Plan, Sheet 3 of 10, dated 06-06-2012, last revised 09/07/12
- Erosion Control Plan, Sheet 4 of 10, dated 06-06-2012, last revised 09/07/12
- Landscaping Plan, Sheet 5 of 10, dated 06-06-2012, last revised 09/07/12
- Lighting Plan, Sheet 6 of 10, dated 06-06-2012, last revised 09/07/12
- Parking Plan, Sheet 7 of 10, dated 06-06-2012, last revised 09/07/12
- Construction Detail Sheet, Sheet 8 of 10, dated 06-06-2012, last revised 09/07/12
- Construction Detail Sheet, Sheet 9 of 10, dated 06-06-2012, last revised 09/07/12
- E & S & Landscaping Detail Sheet, Sheet 10 of 10, dated 06-06-2012, last revised 09/07/12

INTRODUCTION

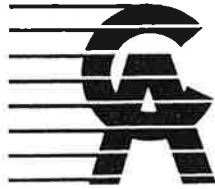
The applicant, General Hancock Partnership, proposes to revise the previously approved Land Development Plan for General Hancock Hotels, dated January 16, 2004, last revised October 10, 2008. The previously approved 113 guest room hotel is proposed to be replaced with a 101 guest room Hampton Inn Hotel. The parking configuration, grading and drainage were modified to accommodate the changes to the hotel footprint.

The revised Plans have been updated to satisfy the July 31, 2012 review comments.
The following Permits and approvals shall be required prior to Final Land Development Approval:

1. Approval of Sewer Authority.
2. Approval of the Water Company.

Very truly yours,

Joseph P. Hanna, P.E.
/jvr

C via e-mail: Lawrence Gegan, Montgomery Township
Marita Stoerrle, Montgomery Township
Bruce Shoupe, Montgomery Township
Kirk W. Clauss, Schlosser & Clauss
Clayton Heckler, General Hancock Partnership



Consulting Engineers
and Surveyors

Chambers Associates, Inc.

2962 Skippack Pike
P.O. Box 678
Worcester, PA 19490-0678
484-991-8187
staff@chambersassoc.com

July 31, 2012

Montgomery Township Board of Supervisors
1001 Stump Road
Montgomeryville, PA 18936-9605

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

Dear Members of the Board:

As per the request of Marita Stoerrle, Development Coordinator, on July 12, 2012, we have reviewed the following Plans and information prepared by Schlosser & Clauss, Inc. for the General Hancock Hotels:

- Land Development Plan, Sheet 1 of 10, dated 06-06-2012
- Existing Features Plan, Sheet 2 of 10, dated 06-06-2012
- Grading Plan, Sheet 3 of 10, dated 06-06-2012
- Erosion Control Plan, Sheet 4 of 10, dated 06-06-2012
- Landscaping Plan, Sheet 5 of 10, dated 06-06-2012
- Lighting Plan, Sheet 6 of 10, dated 06-06-2012
- Parking Plan, Sheet 7 of 10, dated 06-06-2012
- Construction Detail Sheet, Sheet 8 of 10, dated 06-06-2012
- Construction Detail Sheet, Sheet 9 of 10, dated 06-06-2012
- E & S & Landscaping Detail Sheet, Sheet 10 of 10, dated 06-06-2012

INTRODUCTION

The applicant, General Hancock Partnership, proposes to revise the previously approved Land Development Plan for General Hancock Hotels, dated January 16, 2004, last revised October 10, 2008. The previously approved 113 guest room hotel is proposed to be replaced with a 101 guest room Hampton Inn Hotel. The parking configuration, grading and drainage were modified to accommodate the changes to the hotel footprint.

We off the following comments for your consideration:

1. The Land Development Plan shall provide the courses and distances sufficient for the legal description of all the lines shown on the plan. S.O. Section 205-79.B(2)(b)
2. The Land Development Plan shall show the setbacks and buffer dimensions. S.O. Section 205-79.B.(2)(c)
3. The Land Development Plan shall show the names of abutting owners. S.O. Section 205-79.B(2)(c)

4. The Land Development Plan shall show the location, material and size of monuments, with reference to them. S.O. Section 205-79.B(2)(f)
5. The Land Development Plan shall show the present Montgomery County Tax Parcel. S.O. Section 205-79.B(2)(k)
6. The waivers granted by the Board of Supervisors for the previously approved land development shall be shown on the Land Development Plan. S.O. Section 205-79.B(2)
7. The Land Development Plan shall show the required and provided parking computations. S.O. Section 205-79.B(2)(e)
8. The applicant should submit documentation that the changes to the site improvements for the General Hancock Hotels conforms with the current D.E.P. Best Management Practices. S.O. Section 205-18.1.(C)(1)(d)
9. A proposed retaining wall with railing is shown along the walkway at the southeast end of the building. A detail for the proposed retaining wall and railing shall be provided. S.O. Section 205-78.D.(1)(b)

The following Permits and approvals shall be required prior to Final Land Development Approval:

1. Approval of Sewer Authority.
2. Approval of the Water Company.
3. Approval of the Montgomery County Conservation District.
4. A revision to the NPDES Permit.

Very truly yours,

Joseph P. Hanna, P.E.

/jvr

C via e-mail: Lawrence Gegan, Montgomery Township
Marita Stoerrle, Montgomery Township
Bruce Shoupe, Montgomery Township
Kirk W. Clauss, Schlosser & Clauss
Clayton Heckler, General Hancock Partnership



Boucher & James, Inc.
CONSULTING ENGINEERS

INNOVATIVE ENGINEERING

Fountainville Professional Building
1456 Ferry Road, Building 500
Doyletown, PA 18901
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Fax 215-345-9401

2738 Runrock Drive
Stoudsburg, PA 18360
570-629-0300
Fax 570-629-0306

P.O. Box 799
Morgantown, PA 19543
610-913-1212
Fax 215-345-9401

www.bjengineers.com



September 26, 2012

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

**SUBJECT: GENERAL HANCOCK HOTELS / HAMPTON INN
REVISED APPROVED LAND DEVELOPMENT
TOWNSHIP LD/S NO. 642A
PROJECT NO. 0755241R1**

Dear Mr. Gregan:

Please be advised that we have reviewed the revised approved land development plans for the General Hancock Hotels/Hampton Inn prepared by Schlosser & Clauss, dated June 6, 2012, last revised September 25, 2012. The proposed land development is located southeast of the intersection of Route 309 and Upper State Road and has frontage on Garden Golf Boulevard.

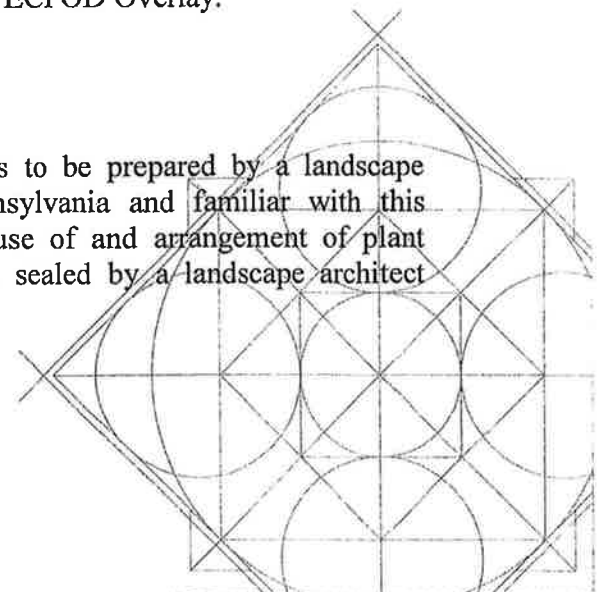
The approved land development plans call for the construction of a restaurant and two hotels with 117 guest rooms and 122 guest rooms respectively, along with associated parking and circulation areas, stormwater management, and dumpster facilities. The restaurant has been constructed, and one of the hotels is currently under construction.

The current plan submission proposes changes to proposed Hampton Inn Hotel adjacent to Garden Golf Boulevard. The total number of guest rooms is proposed to be reduced from 122 to 101, with changes to be made to the surrounding parking and vehicular circulation areas. The site exists within the LI – Limited Industrial District, under the ECPOD Overlay.

We offer the following comments for your review.

1. General Requirements

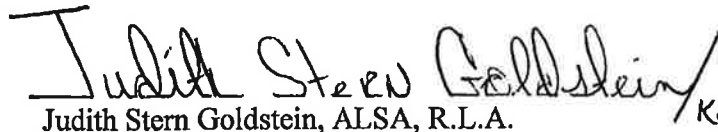
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Mr. Lawrence Gregan, Township Manager
General Hancock Hotels/Hampton Inn
September 25, 2012
Page 2

Please feel free to contact our office if you have any questions or comments.

Sincerely,

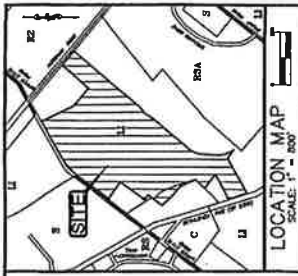

Judith Stern Goldstein, ALSA, R.L.A.
Director of Landscape Architecture/Planning Services


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

JSG/vll/kam

Enclosure

cc: Board of Supervisors
Planning Commission
Bruce Shoupe, Director of Planning and Zoning
Marita Stoerrle, Development Coordinator
Marianne McConnell, Shade Tree Commission
Karyn Hyland, Gilmore & Associates
Kevin Johnson, P.E., Traffic Planning & Design
Joseph P. Hanna, P.E., Chambers Associates, Inc. 2962 Skippack Pike, P.O. Box 678,
Worcester, PA 19490-0678
Daniel Rhealt, TMI Hospitality, 201 Page Drive, Fargo, ND 58103
Brian Grant, General Hancock Partnership, 2312 N. Broad Street, Colmar, PA 18915
Kirk W. Clauss, P.E., Schlosser & Clauss Consulting Engineers, Inc.,
21 E. Lincoln Ave., Suite 200, Hatfield, PA 19440



LANDSCAPING NOTES

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LANDSCAPING SPECIFICATIONS AND THE LANDSCAPING PLAN. THE LANDSCAPING PLAN SHALL BE USED TO DETERMINE THE LOCATION, SPECIES, SIZE, AND QUANTITY OF PLANTING. THE LANDSCAPING PLAN SHALL BE USED TO DETERMINE THE LOCATION, SPECIES, SIZE, AND QUANTITY OF PLANTING. THE LANDSCAPING PLAN SHALL BE USED TO DETERMINE THE LOCATION, SPECIES, SIZE, AND QUANTITY OF PLANTING.

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LANDSCAPING PLAN

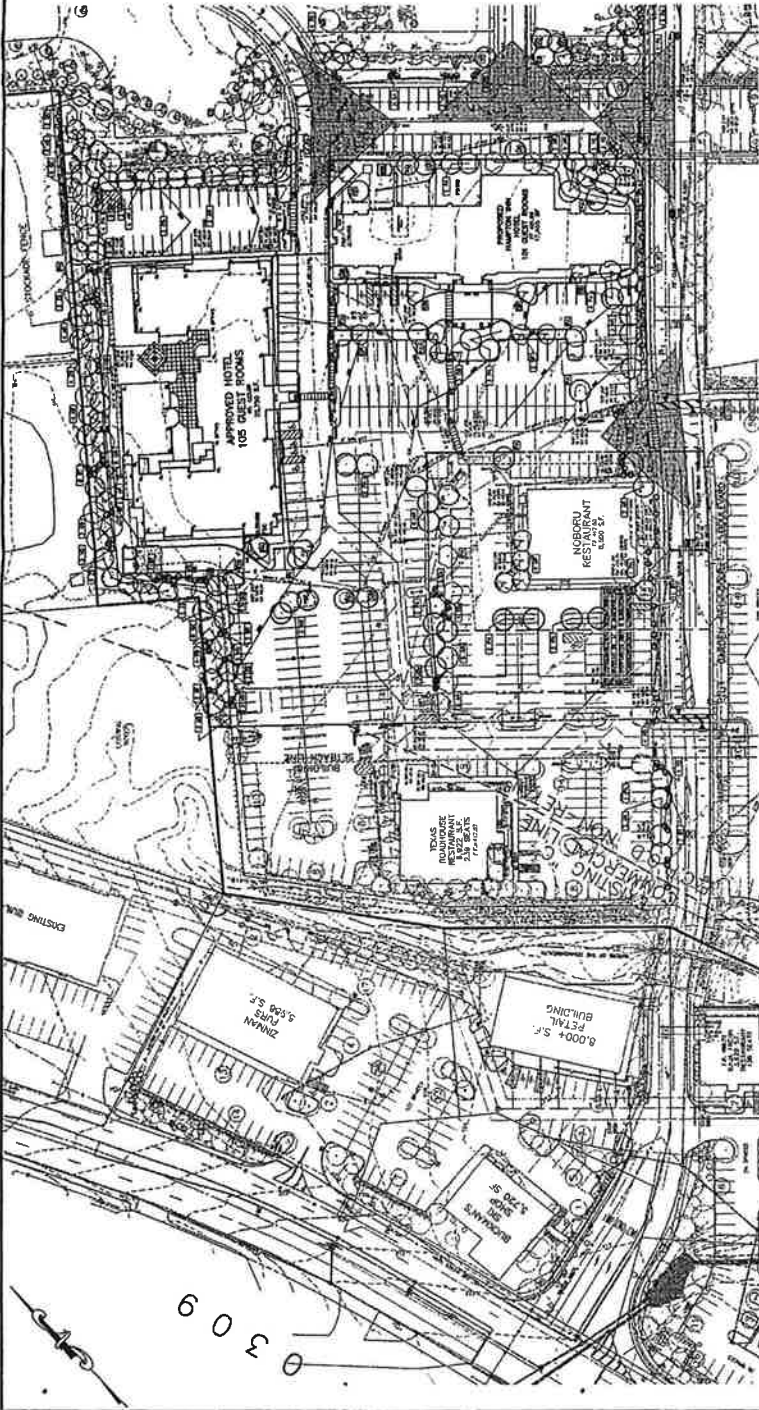
THE HOSPITALITY GROUP
GENERAL HANCOCK HOTELS
(FORMERLY LOUISIANA CHATELAIN)

SCHLOSSER & CLAUS
CONSULTING ENGINEERS, INC.

DATE: 06/07/12
BY: [Signature]
CHECKED BY: KWC
DATE: 06/07/12

Scale: 1" = 50'

DATE: 06-08-2012
DRAWN BY: A.B.
CHECKED BY: KWC
JOB NO.: 12004
SHEET: 5 OF 10



NO.	DESCRIPTION	QTY	SIZE	SPACING	NOTES
1	PLANTING	10	10' x 10'	10' x 10'	PLANTING
2	PLANTING	10	10' x 10'	10' x 10'	PLANTING
3	PLANTING	10	10' x 10'	10' x 10'	PLANTING
4	PLANTING	10	10' x 10'	10' x 10'	PLANTING
5	PLANTING	10	10' x 10'	10' x 10'	PLANTING
6	PLANTING	10	10' x 10'	10' x 10'	PLANTING
7	PLANTING	10	10' x 10'	10' x 10'	PLANTING
8	PLANTING	10	10' x 10'	10' x 10'	PLANTING
9	PLANTING	10	10' x 10'	10' x 10'	PLANTING
10	PLANTING	10	10' x 10'	10' x 10'	PLANTING

LANDSCAPING REQUIREMENTS

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COMMERCIAL LAWN MIX:

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RECEIVED

AUG 13 2012

Boucher & James, Inc.
CONSULTING ENGINEERS

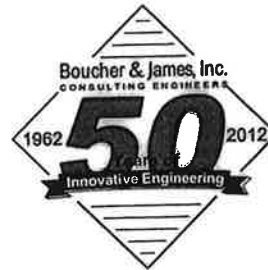
INNOVATIVE ENGINEERING

Fountainville Professional Building
1456 Ferry Road, Building 500
Doylestown, PA 18901
215-345-9400
Fax 215-345-9401

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

P.O. Box 799
Morgantown, PA 19543
610-913-1212
Fax 215-345-9401

www.bjengineers.com



August 8, 2012

Mr. Lawrence Gegan, Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

**SUBJECT: GENERAL HANCOCK HOTELS / HAMPTON INN
REVISED APPROVED LAND DEVELOPMENT
TOWNSHIP LD/S NO. 642A
PROJECT NO. 0755241R1**

Dear Mr. Gegan:

Please be advised that we have reviewed the revised approved land development plans for the General Hancock Hotels/Hampton Inn prepared by Schlosser & Clauss, dated June 6, 2012. The proposed land development is located southeast of the intersection of Route 309 and Upper State Road and has frontage on Garden Golf Boulevard.

The approved land development plans call for the construction of a restaurant and two hotels with 117 guest rooms and 122 guest rooms respectively, along with associated parking and circulation areas, stormwater management, and dumpster facilities. The restaurant has been constructed, and one of the hotels is currently under construction.

The current plan submission proposes changes to proposed Hampton Inn Hotel adjacent to Garden Golf Boulevard. The total number of guest rooms is proposed to be reduced from 122 to 101, with changes to be made to the surrounding parking and vehicular circulation areas. The site exists within the LI – Limited Industrial District, under the ECPOD Overlay.

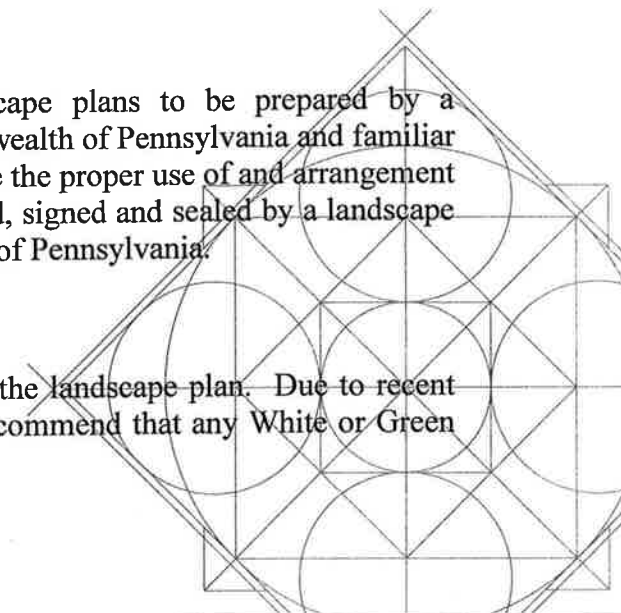
We offer the following comments for your review.

1. General Requirements

- A. SLDO Section 205-49.C requires all landscape plans to be prepared by a landscape architect registered by the Commonwealth of Pennsylvania and familiar with this Landscape Article in order to promote the proper use of and arrangement of plant materials. The plans must be prepared, signed and sealed by a landscape architect registered within the Commonwealth of Pennsylvania.

2. General Comments

- A. A large number of Ash trees are proposed in the landscape plan. Due to recent outbreaks of Emerald Ash Bore, we highly recommend that any White or Green



Ash species that have not already been successfully planted on site be revised in the plan set to specify a different species from the recommended shade tree list in SLDO Section 205-56.A.

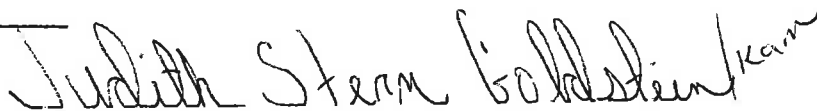
- B. A note on the plan references the General Hancock Townhomes drawings for landscaping modifications adjacent to the subject land development. The plan set should be revised to show any and all General Hancock Townhomes landscaping adjacent to the General Hancock Hotels land development, in order to demonstrate that no conflicts or other issues will arise due to the proposed plan changes.
- C. A number of trees on the site are shown in close proximity or directly overtop of proposed utility lines, or in close proximity to sidewalks or signage. The plans should be revised to provide a minimum of ten (10) horizontal feet between all proposed trees and underground utility lines, and a minimum of 3' between trees and curbs, and shrubs should not be planted directly on top of any underground utility lines.
- D. One (1) *Acer rubrum* and several shrubs are proposed within the limits of the clear sight triangles. The plans should be revised so that the tree and shrubs are not located within the clear sight triangles.
- E. There are a several of discrepancies on the landscape plan. The plans should be revised to correct the following:
 - 1. Two (2) *Fraxinus americana* trees have been shown as located within the connecting roadway between the General Hancock Hotels and Townhomes land developments. The plans should be revised to show the trees in an appropriate location.
 - 2. The landscape schedule indicates that six (6) *Quercus borealis* individual lot shade trees are proposed. However, only five (5) were found on the plans. The plans should be revised to correct this discrepancy.
 - 3. The landscape schedule indicates that seven (7) *Quercus palustris* individual lot shade trees are proposed. However, only six (6) were found on the plans. The plans should be revised to correct this discrepancy.
 - 4. The landscape schedule indicates that fifteen (15) *Acer rubrum* "Autumn Flame" Parking Area Trees are proposed. However, sixteen (16) were found on the plans. The plans should be revised to correct this discrepancy.
 - 5. The landscape schedule indicates that fifteen (15) *Quercus coccinea* Parking Area Trees are proposed. However, only twelve (12) were found on the plans. The plans should be revised to correct this discrepancy.
 - 6. Two (2) Individual Lot Shade Trees labeled 'QO' were found in front of the proposed Hampton Inn. However, this label was not found in the Landscape Schedule. The plans should be revised to correct this discrepancy.

Mr. Lawrence Gregan, Township Manager
General Hancock Hotels/Hampton Inn
August 8, 2012
Page 3

7. Two (2) Parking Area Trees labeled 'QP' were found in the buffer area to the rear of the proposed Hampton Inn. However, 'QP' was not found in the Landscape Schedule under Parking Area Trees. The plans should be revised to correct this discrepancy.
8. One group of Quercus coccinea parking area trees in the northern corner of the site is labeled as 6 QC. However, only two (2) trees are in this group. The label should be revised to correct this discrepancy.

Please feel free to contact our office if you have any questions or comments.

Sincerely,



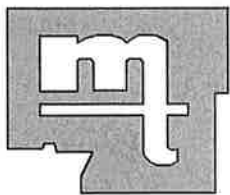
Judith Stern Goldstein, ALSA, R.L.A.
Director of Landscape Architecture/Planning Services



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

JSG/vll/kam

cc: Board of Supervisors
Planning Commission
Bruce Shoupe, Director of Planning and Zoning
Marita Stoerrle, Development Coordinator
Marianne McConnell, Shade Tree Commission
Karyn Hyland, Gilmore & Associates
Kevin Johnson, P.E., Traffic Planning & Design
Joseph P. Hanna, P.E., Chambers Associates, Inc. 2962 Skippack Pike, P.O. Box 678,
Worcester, PA 19490-0678
Daniel Rhealt, TMI Hospitality, 201 Page Drive, Fargo, ND 58103
Brian Grant, General Hancock Partnership, 2312 N. Broad Street, Colmar, PA 18915
Kirk W. Clauss, P.E., Schlosser & Clauss Consulting Engineers, Inc.,
21 E. Lincoln Ave., Suite 200, Hatfield, PA 19440



MEMORANDUM

TO: Board of Supervisors

FROM: Planning Commission
Jonathan Trump, Chairman

DATE: October 18, 2012

RE: Hampton Inn
(General Hancock Hotels)

The Planning Commission has reviewed the revised plan for the Hampton Inn (General Hancock Hotels) and would like to recommend to the Board of Supervisors that this plan be approved, subject to satisfactory compliance with all comments of the Township review agencies.

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

JOSHUA D. SHAPIRO, CHAIR

LESLIE S. RICHARDS, VICE CHAIR

BRUCE L. CASTOR, JR., COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

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

610-278-3722

FAX: 610-278-3941 • TDD: 610-631-1211

WWW.MONTCOPA.ORG/PLANNING

October 16, 2012
Larry Gregan, Manager
Montgomery Township
1001 Stump Road
Montgomeryville, Pennsylvania 18936

Re: MCPC# 03-0350-013
Montgomery Township LDS# 642A
Plan Name: TMI Hospitality – General Hancock Hotels
[Hampton Inn]
Plans dated 07 Sept 2012
(1 lots, 0 new dus, comprising 4.63 acres)
Situates: Garden Golf Blvd (W) / North of Bethlehem Pike
Montgomery Township

Applicant's Name and Address
General Hancock Partnership
2312 North Broad Street
Colmar, PA 18915

Contact: Clayton Heckler
Phone: 215.822.1830

Dear Mr. Gregan:

We received on September 18, 2012 the above referenced latest revision of approved land development plans from Marita Stoerrle, Township Development Coordinator, and have reviewed them in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as requested. We have commented on the overall project as well as this section of the project in previous letters. Our most recent letter regarding this section of the project, the hotels, is dated January 14, 2008. This letter also referenced a previous letter regarding the hotels dated March 15, 2007. We forward this letter as a report of our review and recommendations.

Background

The tract, which extends from Bethlehem Pike to Horsham Road, is in the ECPOD and C-Commercial zoning districts. All surrounding properties are also in either the ECPOD or C district. Currently, the area of the hotels is vacant and the area of the tract around the hotels portion is fully developed: commercial uses on three sides and townhouse residential on the fourth. Parking areas among these uses and adjacent businesses are proposed to be interconnected. A similar plan for two hotels was approved by the Township in 2009. This revision proposes replacing the footprint of one of the hotels and therefore a slight decrease in the number of rooms.

Review Comments

1. Rear Patio. If the patio on the rear of the proposed Hampton Inn is for "back of house" uses, we recommend a screen of some sort be provided since this is adjacent to the residential uses.
2. Trash Enclosure and Shed. No details were provided regarding the appearance of the enclosure next to the proposed Hampton Inn. Since the new location for the enclosure is closer to the adjacent residential units, we recommend the landscaping around this enclosure be improved. Since a sight triangle is involved, perhaps a vine could be added to the enclosure. The free-standing shed should also be visually softened with additional landscaping.
3. Retaining Wall and Railing. The retaining wall between the south east end of the Hampton Inn building and Garden Golf Boulevard will be about 4 feet high at the top of a two-foot slope behind the sidewalk.

Because this is located so close to the road, we recommend this slope, the retaining wall, and the railing be constructed with attractive features and design. We recommend the Township have the applicants discuss this with the Township landscape architects to ensure a good design solution here.

4. Sidewalk Connection. We recommend a direct walkway connection, possibly including steps, be made from the sidewalk to the walkway along the front of the proposed Hampton Inn.

Recommendation

At this time, we can recommend approval of this land development plan if the applicant revises the plans according to the comments above. Otherwise, we can only recommend approval if the Township is satisfied with the applicant's resolutions of the concerns we identified in this letter and the Township is assured that all applicable ordinance requirement issues have been resolved.

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

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

Sincerely,



Matthew Schelly, Senior Community Planner to Montgomery Township
610-278-3739, Email: mschelly@montcopa.org

- c: Marita Stoerrle, Township Development Coordinator
All Township Planning Commission Members
All Township Supervisors
Bruce Shoupe, Township Director of Planning & Zoning Administration, Zoning Officer
Marita Stoerrle, Township Development Coordinator
Frank Bartle, Esq., Township Solicitor
Ken Amy, Township Planning Consultant
Van Rieker, Township Planning Consultant
Karyn Hyland, Gilmore & Associates, Township Engineer
Kevin Johnson, TPD, Inc., Township Traffic Engineer and Township Lighting Consultant
Judy Stern Goldstein, Township Landscape Consultant



TRAFFIC PLANNING AND DESIGN, INC.

2500 EAST HIGH STREET, STE 650
POTTSTOWN, PA 19464

PHONE: 610.326.3100
FAX: 610.326.9410

TPD@TRAFFICPD.COM
WWW.TRAFFICPD.COM

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Top 10 Best Place To Work in PA

Philadelphia 100
Hall of Fame Firm

August 9, 2012

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

Re: TMI Hospitality (General Hancock Partnership)
LD/S #: 642A
Revised Land Development Plan Review
Montgomery Township
TPD# MOTO-A-00069

Dear Bruce:

In our role as Township Traffic/Street Lighting Engineer, Traffic Planning and Design, Inc. (TPD) reviewed the two sheet Plan submission for the above referenced project, prepared by Schlosser & Clauss, Inc, dated June 6, 2012. Based on this review of the plans, we offer the following comments:

Traffic Engineering Comments

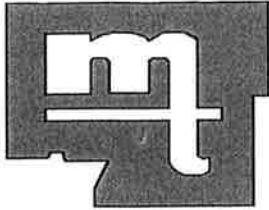
1. TPD's review of this plan was limited only to the changes proposed with respect to the Hampton Inn. Aspects of the plan that were unchanged from the previously approved plans prepared in 2008 were not part of this review.
2. The previously approved plans from 2008 were approved with 236 hotel rooms. As currently proposed, the number of hotel rooms has been reduced to 207 rooms. With the reduction in rooms, the overall site trip generation will also be reduced. Therefore a revision of the traffic study is unnecessary.

We reserve the right to make additional comments as additional information is submitted.

Sincerely,


Kevin L. Johnson, P.E.
President

cc: Larry Gegan, Township Manager
Marita Stoerrle, Township Development Coordinator
Kevin Costello, Township Public Works Director
Russ Dunlevy, P.E., Township Engineer
Kirk Clauss, PE, Applicant's Engineer



**MONTGOMERY TOWNSHIP
FIRE SERVICES DEPARTMENT**
1001 STUMP ROAD
MONTGOMERYVILLE, PA 18936-9605
Telephone: 215-393-6935 • Fax: 215-699-8892
www.montgomerytp.org

Rick Lesniak
DIRECTOR OF FIRE SERVICES
CHIEF FIRE MARSHAL
EMERGENCY PREPAREDNESS
DIRECTOR

FIRE MARSHAL OFFICE:
215-393-6936

TO: Marita Stoerrle, Development Coordinator

FROM: Rick Lesniak, Chief Fire Marshal

REVIEW DATE: 8/9/12

DEVELOPMENT NAME: Hampton Inn

LOT AMOUNT(S): 1

LD/S#: 642A

PLANS DATE: 6/6/12

LOCATION: Upper State Road

REVISION DATE: 9/7/12

In the interest of **Public Safety** and **Hazard Mitigation**, the following requirements shall be evaluated. All requirements listed below are to be referenced to the plan named above.

All requirements shall meet the 2006 International Building and Fire Codes as well as Township Ordinance(s).

1. Any gas services that are accessible/vulnerable to vehicular traffic SHALL have approved vehicle impact protection installed. Item #33 already noted on original plan dated 6-6-12.
2. Fire lanes SHALL be established at buildings as directed by the Fire Marshal's Office. Marking of fire lanes shall include 4" YELLOW traffic striping and pavement lettering "NO PARKING FIRE LANE". "NO PARKING FIRE LANE" signage SHALL be provided at all fire lanes at intervals of not more than 50 ft. or as otherwise directed by the Fire Marshal's Office. Items #38 and 39 already noted on original plan dated 6-6-12.
3. Fire lanes SHALL be established at all Fire Department Connections (FDC). Markings SHALL meet the fire lanes criteria. Items #38 and 39 already noted on original plan dated 6-6-12.
4. Fire Department Access Roads (including fire lanes) shall be constructed in a manner that will allow fire department apparatus access to ALL sides of the building or within 150 ft of all portions of the building. The roadway shall have an unobstructed width of at least 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. The surface of the roadway shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities
5. All buildings of Truss Construction SHALL comply with the Montgomery Township Truss Ordinance #04-188. Truss emblems can be obtained through the Fire Marshal's Office or Code Enforcement Office. The Fire Marshal's Office SHALL be contacted in regards to placement of truss placard. Item #34 already noted on original plan dated 6-6-12.

6. All buildings that are 5,000 square feet or more shall be fully sprinklered. **Item #35 already noted on original plan dated 6-6-12.**
7. All buildings that are over *TWO* stories in height shall have sprinklers/standpipes in the stairwells as well as the underground parking garages. Location of the standpipes shall be determined by the Fire Marshals office. **Item #33 already noted on original plan dated 6-6-12.**
8. Street address numbers shall be provided on each building as directed by the Fire Marshal's Office. **Item #36 already noted on original plan dated 6-6-12.**
9. Fire department key boxes (Knox Box) SHALL be provided on each building at an approved location. Knox box forms are available through the Fire Marshal's Office or Code Enforcement Office. **Item #29 already noted on original plan dated 6-6-12.**
10. All applicants are to contact the Code Enforcement Office when underground piping is being hydrostatically tested on site. Applicants are also reminded that flushing of the underground piping SHALL be witnessed by a township official prior to final riser connections per NFPA 13. **Item #37 noted on revision dated 9-7-12.**
11. The maximum steering angle for the largest fire apparatus operated in Montgomery Township is 31.8 degrees. The overall length of the apparatus is 45'. **Item #41 noted on revision dated 9-7-12.**
12. Revised plans showing the size and location of all water mains and hydrants shall be submitted for review and is subject to approval of the Fire Marshal's Office. **The original plan dated 6-6-12 shows a proposed hydrant at the southwest corner island that is approved as submitted but also request a hydrant within close proximity of the Fire Department Connection. Location to be directly across the parking lot from the Fire Department Connection.**
13. Fire Department Connection location shall be indicated and subject to approval of the Fire Marshal's office in a location that will not be obstructed.
14. ALL revisions of the above named plan SHALL be reviewed by the Fire Marshal's office for approval.

Conclusion:

A written response or revised plan must be submitted to the Fire Marshal's Office and must satisfactorily address each plan review note listed above.

The current plans are **APPROVED** as submitted.

If there are any questions regarding the review notes, please contact the Fire Marshal's Office at 215-393-6936 or 215-393-6935

Thank You,
Rick Lesniak, Chief Fire Marshal



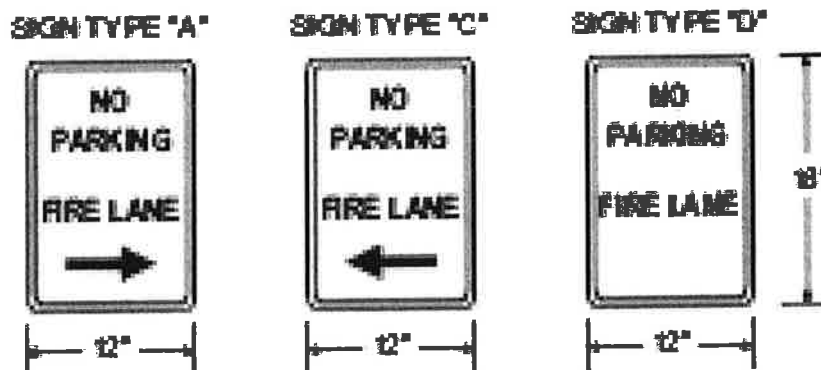
Reviewed by:
John Scheiter
Captain/Assistant Fire Marshal

TO FII F

Signage Attachment

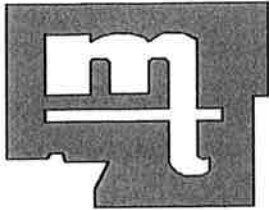
Fire Lanes

D103.6-Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING—FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305mm) wide by 18 inches (457mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.



D103.6.1 Roads 20 to 26 feet in width. Fire apparatus access roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as a fire lane.

D103.6.2 Roads more than 26 feet in width. Fire apparatus access roads more than 26 feet wide (7925 mm) to 32 feet wide (9754 mm) shall be posted on one side of the road as a fire lane.



**MONTGOMERY TOWNSHIP
FIRE SERVICES DEPARTMENT**
1001 STUMP ROAD
MONTGOMERYVILLE, PA 18936-9605
Telephone: 215-393-6935 • Fax: 215-699-8892
www.montgomerytp.org

Rick Lesniak
DIRECTOR OF FIRE SERVICES
CHIEF FIRE MARSHAL
EMERGENCY PREPAREDNESS
DIRECTOR

FIRE MARSHAL OFFICE:
215-393-6936

TO: Marita Stoerrle, Development Coordinator

FROM: Rick Lesniak, Chief Fire Marshal

REVIEW DATE: 8/9/12

DEVELOPMENT NAME: Hampton Inn

LOT AMOUNT(S): 1

LD/S#: 642A

PLANS DATE: 6/6/12

LOCATION: Upper State Road

REVISION DATE: N/A

In the interest of **Public Safety** and **Hazard Mitigation**, the following requirements shall be evaluated. All requirements listed below are to be referenced to the plan named above.

All requirements shall meet the 2006 International Building and Fire Codes as well as Township Ordinance(s).

1. Any gas services that are accessible/vulnerable to vehicular traffic SHALL have approved vehicle impact protection installed. Item #33 already noted on original plan dated 6-6-12.
2. Fire lanes SHALL be established at buildings as directed by the Fire Marshal's Office. Marking of fire lanes shall include 4" YELLOW traffic striping and pavement lettering "NO PARKING FIRE LANE". "NO PARKING FIRE LANE" signage SHALL be provided at all fire lanes at intervals of not more than 50 ft. or as otherwise directed by the Fire Marshal's Office. Items #38 and 39 already noted on original plan dated 6-6-12.
3. Fire lanes SHALL be established at all Fire Department Connections (FDC). Markings SHALL meet the fire lanes criteria. Items #38 and 39 already noted on original plan dated 6-6-12.
4. Fire Department Access Roads (including fire lanes) shall be constructed in a manner that will allow fire department apparatus access to ALL sides of the building or within 150 ft of all portions of the building. The roadway shall have an unobstructed width of at least 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. The surface of the roadway shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities
5. All buildings of Truss Construction SHALL comply with the Montgomery Township Truss Ordinance #04-188. Truss emblems can be obtained through the Fire Marshal's Office or Code Enforcement Office. The Fire Marshal's Office SHALL be contacted in regards to placement of truss placard. Item #34 already noted on original plan dated 6-6-12.

6. All buildings that are 5,000 square feet or more shall be fully sprinklered. **Item #35 already noted on original plan dated 6-6-12.**
 7. All buildings that are over TWO stories in height shall have sprinklers/standpipes in the stairwells as well as the underground parking garages. Location of the standpipes shall be determined by the Fire Marshals office. **Item #33 already noted on original plan dated 6-6-12.**
 8. Street address numbers shall be provided on each building as directed by the Fire Marshal's Office. **Item #36 already noted on original plan dated 6-6-12.**
 9. Fire department key boxes (Knox Box) SHALL be provided on each building at an approved location. Knox box forms are available through the Fire Marshal's Office or Code Enforcement Office. **Item #29 already noted on original plan dated 6-6-12.**
 10. All applicants are to contact the Code Enforcement Office when underground piping is being hydrostatically tested on site. Applicants are also reminded that flushing of the underground piping SHALL be witnessed by a township official prior to final riser connections per NFPA 13.
 11. The maximum steering angle for the largest fire apparatus operated in Montgomery Township is 31.8 degrees. The overall length of the apparatus is 45'
 12. Revised plans showing the size and location of all water mains and hydrants shall be submitted for review and is subject to approval of the Fire Marshal's Office. **The original plan dated 6-6-12 shows a proposed hydrant at the southwest corner island that is approved as submitted but also request a hydrant within close proximity of the Fire Department Connection. Location to be directly across the parking lot from the Fire Department Connection.**
 13. Fire Department Connection location shall be indicated and subject to approval of the Fire Marshal's office in a location that will not be obstructed.
 14. ALL revisions of the above named plan SHALL be reviewed by the Fire Marshal's office for approval.
-

Conclusion:

A written response or revised plan must be submitted to the Fire Marshal's Office and must satisfactorily address each plan review note listed above.

The current plans are **NOT APPROVED** as submitted.

If there are any questions regarding the review notes, please contact the Fire Marshal's Office at 215-393-6936 or 215-393-6935

Thank You,
Rick Lesniak, Chief Fire Marshal



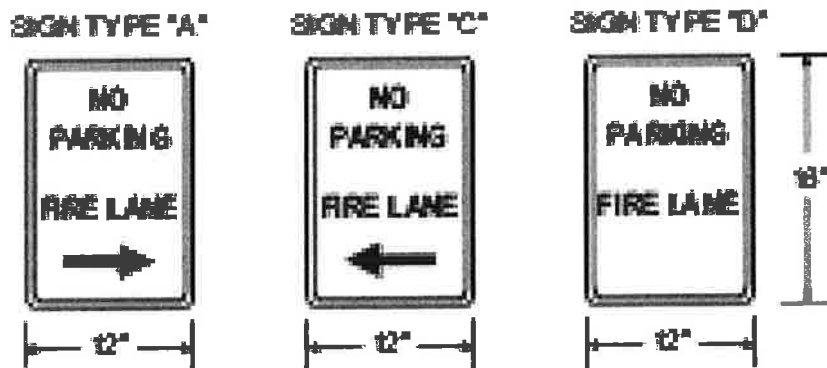
Reviewed by:
John Scheiter
Captain/Assistant Fire Marshal

TO FILE

Signage Attachment

Fire Lanes

D103.6—Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING—FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305mm) wide by 18 inches (457mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.



D103.6.1 Roads 20 to 26 feet in width. Fire apparatus access roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as a fire lane.

D103.6.2 Roads more than 26 feet in width. Fire apparatus access roads more than 26 feet wide (7925 mm) to 32 feet wide (9754 mm) shall be posted on one side of the road as a fire lane.

Deputy Chief
J. Scott Bendig



MONTGOMERY TOWNSHIP POLICE DEPARTMENT

MONTGOMERYVILLE, PA 18936

PHONE: 215-362-2300 • FAX: 215-362-6383 • sbendig@montgomerytwp.org

TO: Montgomery Township Board of Supervisors

FROM: J. Scott Bendig, Deputy Chief of Police

SUBJECT: Subdivision/Land Development
Hampton Inn, Upper State Road
LD/S#: 642A, One (1) Lot
Date of Plan: June 6, 2012

DATE: July 20, 2012

The above referenced subdivision / land development was reviewed. There are no major areas of concern to the police department at this time.

Thank you for the opportunity to review this subdivision/land development.

KENNETH AMEY, AICP
professional land planner

October 6, 2012

Lawrence J. Gregan, Township Manager
MONTGOMERY TOWNSHIP
1001 Stump Road
Montgomeryville, PA 18936

Re: TMI Hospitality/Hampton Inn
General Hancock Partnership
Township File #LD/S 642A

Dear Mr. Gregan:

I have completed my second review of the above referenced land development plan, consisting of ten sheets prepared by Schlosser & Clauss Engineers, Inc., dated June 6, 2012, last revised September 9, 2012. This application is a revision of an approved plan dated January 16, 2004, last revised October 10, 2008, also prepared by Schlosser & Clauss. My comments follow:

1. From a planning perspective, the principal differences between the approved plan and the revision are a reduction in the number of rooms from 113 to 101, a reduction in building area from 24,689sf to 17,465sf, and the addition of a green area to the rear of the proposed hotel which includes an open patio approximately 1,500sf in area.
2. The applicant should explain the use of the patio and ensure that proposed exterior activities in this area will have no adverse effect on the adjacent townhouses. The revised plan shows a 50' buffer between the townhouses and the hotel parking lot, but does not indicate the proposed use of the patio.
3. The parking calculation shown on sheet 7 of 10 indicates 591 required spaces. The applicant is proposing 777 spaces, which is 186 more than required. Consideration should be given to placing some or all of this excess parking in reserve.

If there are any questions or comments, please let me know.

Very truly yours,


Kenneth Amey

1122 Old Bethlehem Pike
Lower Gwynedd, PA 19002



phone: 215.283.9619
fax: 215.646.3458
kenamey@aol.com

cc: Bruce S. Shoupe, Township Director of Planning and Zoning
Marita Stoerle, Township Development Coordinator
Russell Dunlevy, PE, Township Engineer
Frank Bartle, Esq., Township Solicitor
Judith Stern Goldstein, ASLA, Township Landscape Architect
Kirk Clauss, PE, Applicant's Engineer

KENNETH AMEY, AICP
professional land planner

September 5, 2012

Lawrence J. Gegan, Township Manager
MONTGOMERY TOWNSHIP
1001 Stump Road
Montgomeryville, PA 18936

Re: TMI Hospitality/Hampton Inn
General Hancock Partnership
Township File #LD/S 642A

Dear Mr. Gegan:

I have completed my review of the above referenced land development plan, consisting of ten sheets prepared by Schlosser & Clauss Engineers, Inc., dated June 6, 2012, with no revisions noted. This application is a revision of an approved plan dated January 16, 2004, last revised October 10, 2008, also prepared by Schlosser & Clauss. My comments follow:

1. From a planning perspective, the principal differences between the approved plan and the revision are a reduction in the number of rooms from 113 to 101, a reduction in building area from 24,689sf to 17,465sf, and the addition of a green area to the rear of the proposed hotel which includes an open patio approximately 1,500sf in area.
2. The applicant should explain the use of the patio and ensure that proposed exterior activities in this area will have no adverse effect on the adjacent townhouses.
3. The parking calculation shown on sheet 7 of 10 indicates 592 required spaces. The applicant is proposing 777 spaces, which is 185 more than required. Consideration should be given to placing some or all of this excess parking in reserve.

If there are any questions or comments, please let me know.

Very truly yours,



Kenneth Amey

1122 Old Bethlehem Pike
Lower Gwynedd, PA 19002



phone: 215.283.9619
fax: 215.646.3458
kenamey@aol.com

cc: Bruce S. Shoupe, Township Director of Planning and Zoning
Marita Stoerrle, Township Development Coordinator
Russell Dunlevy, PE, Township Engineer
Frank Bartle, Esq., Township Solicitor
Judith Stern Goldstein, ASLA, Township Landscape Architect
Kirk Clauss, PE, Applicant's Engineer

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Authorize Installation of Donated Trees Project for Fall of 2012

MEETING DATE: October 22, 2012

ITEM NUMBER: *#13*

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning & Zoning

BOARD LIAISON: Candyce Fluehr Chimera, Chairman

BACKGROUND:

Montgomery Township has been offered a donation of trees from a local tree farm that is scheduled to be closed. The donator has offered to dig the selected trees for the Township at no charge and the Township would need to make arrangements for their delivery and installation. A site visit was conducted by representatives of the Shade Tree Commission and a large number of Red Maples were selected as desirable trees for the Township's parks. The Shade Tree Commission requests permission to move forward with this project; the delivery and installation only of up to (100) 3 inch caliper donated Red Maple trees. The proposed plantings of the donated trees would be at Memorial Grove, Windlestrae Park / Zehr Tract & Rose Twig, Whispering Pines Park, Applewood Park, Westminster Drive open space area, and the Township Building. The plantings would have a higher success rate if completed this Fall. The estimated cost for this project is \$12,500 (approximately \$125 per tree). The donated trees are available to the Township for pickup no later than early May of 2013.

The Township has also received a separate donation of labor and equipment in order to dig, deliver, and install larger caliper trees onto Township lands. These are donated trees that are too large to be dug by hand, (6 inch caliper in size) in which a tree spade machine is required. This donator has offered 2 days labor and equipment, estimating the removal and installation of 8 - 12 large donated trees. These trees are proposed to be installed this Fall within Spring Valley Park, Whispering Pines Park, and Rose Twig.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The Shade Tree Commission has \$37,000 budgeted for Park and Planting Projects for 2012. Approximately \$23,400 has been utilized leaving \$13,600 in available funds for this project.

RECOMMENDATION:

The Shade Tree Commission recommends that the Board approves the proposed project.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the proposed Installation of Donated Trees Project as a Fall 2012 project.

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 Authorization to Auction Surplus Assets

MEETING DATE: October 22, 2012

ITEM NUMBER: #14

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: J. Scott Bendig, Chief of Police BOARD LIAISON: Candyce Fluehr Chimera, Chairman

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) or more, may only be sold by public bid or auction to the highest bidder after notice by advertisement.

In past years, the Township disposed of surplus vehicles and other assets through the firm of J.J. Kane Auctioneers by an auction process. J.J. Kane charges a consignment fee to the buyer of 10% and charges the Township a fee between 4% - 20% based on the overall sales revenue plus a share of certain expenses such as advertising costs. A copy of J.J. Kane's agreement is attached. We are required to deliver the equipment to their facility in Conshohocken. Generally the auction involves equipment from a number of municipalities however; at times it is conducted with other agencies such as PECO.

The Township has the following equipment available to be sold at auction this year:

- | | | |
|-----------------------------|-------------------------|-------------------|
| 1. 2008 Ford Crown Victoria | VIN – 2FAHP71V58X162517 | Mileage – 112,138 |
| 2. 2008 Ford Crown Victoria | VIN – 2FAHP71V38X162516 | Mileage – 107,453 |

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

PREVIOUS BOARD ACTION:

ALTERNATIVES/OPTIONS:

BUDGET IMPACT:

In 2011, the Township received \$23,146 from the sale of Police and Administrative vehicles via the public auction process.

RECOMMENDATION:

It is recommended that the Board authorize the sale of the following equipment via public auction through J.J. Kane Auctioneers in accordance with the terms of the attached agreement.

- | | | |
|-----------------------------|-------------------------|-------------------|
| 1. 2008 Ford Crown Victoria | VIN – 2FAHP71V58X162517 | Mileage – 112,138 |
| 2. 2008 Ford Crown Victoria | VIN – 2FAHP71V38X162516 | Mileage – 107,453 |

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the sale at auction of the following Township equipment through J.J. Kane Auctioneers, Conshohocken, Pennsylvania.

- | | | |
|-----------------------------|-------------------------|-------------------|
| 1. 2008 Ford Crown Victoria | VIN – 2FAHP71V58X162517 | Mileage – 112,138 |
| 2. 2008 Ford Crown Victoria | VIN – 2FAHP71V38X162516 | Mileage – 107,453 |

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 Authorization to Purchase Emergency Vehicle Lighting Equipment

MEETING DATE: October 22, 2012

ITEM NUMBER: # 15

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: J. Scott Bendig
Deputy Chief of Police

BOARD LIAISON: Candyce Fluehr Chimera
Chairman

BACKGROUND:

Currently, the Montgomery Township Police Department maintains a fleet of marked police vehicles utilized for uniformed patrol. Each of these patrol vehicles is equipped with audio and visual warning devices for emergency response as required by the Pennsylvania Motor Vehicle Code. Currently, the vehicles utilized by several members of the Command Staff have no audio and visual warning devices. These vehicles are now being utilized in situations where audio and visual warning devices are needed.

It is requested that the Board authorize the Police Department purchase and installation of audio and visual warning devices for \$1875.00. Funds for this equipment were not accounted for in the 2012 Budget. An amendment to the 2012 Police Vehicle Budget will be required for this purchase. Funding for this equipment is available under Vehicle Capital Replacement due to one police vehicle not being replaced in 2012 as previously planned.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Funds for this equipment were not accounted for in the 2012 Budget. An amendment to the 2012 Police Vehicle Budget will be required for this purchase. Funding for this equipment is available under Vehicle Capital Replacement due to one police vehicle not being replaced in 2012 as previously planned.

RECOMMENDATION:

Approve the amendment to the 2012 Police Vehicle Budget allowing for the purchase of police audio and visual warning devices.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the amendment to the 2012 Police Vehicle Budget allowing for the purchase of police audio and visual warning devices.

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: Announcing 2012 Holiday Lights Contest & Celebration

MEETING DATE: October 22, 2012

ITEM NUMBER: #16

MEETING/AGENDA: WORK SESSION

ACTION

NONE

REASON FOR CONSIDERATION: Operational: ☒ Policy: ☐ Discussion: ☐ Information: ☐

INITIATED BY: Sharon Tucker, Recreation Coordinator *Ann* BOARD LIAISON: Michael J. Fox
Ann Shade, Director of Admin & HR *Ann* (Liaison to the Park and Recreation Board)

BACKGROUND:

The Montgomery Township Administration Department is currently planning the 9th Annual Holiday Lights Contest and Celebration. This event is run with support from the Park and Recreation Board.

The Holiday Lights Contest is an annual event that encourages our residents to decorate their homes in the Township for the holiday season. All entries are due by Friday, December 7th at 4:30PM. The categories include Most Colorful, Most Variety, Most Traditional, and Grand Prize Winner - "Car Stopper Award." Township Staff along with Park Board members will judge all of the entries on Tuesday, December 11th and Wednesday December 12th from 5PM-8PM. Winners will earn a gift card and a lawn sign to place in their yard. All participants will receive a certificate.

In conjunction with the Holiday Lights Contest, the Township will also be holding the 6th Annual Holiday Lights Celebration on Sunday, December 16th from 4:00PM - 8:00PM at the Township Administration Building. This event is for the whole family with snacks and drinks, holiday music, crafts, holiday story time, and much more!! With assistance from the FDMT, Santa will also make an appearance!

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

The township staff encourages and invites all Board Members to attend the Holiday Lights Celebration.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of 2012/2013 Winter Recreation Program Fees

MEETING DATE: October 22, 2012

ITEM NUMBER: #17

MEETING/AGENDA: ACTION XX CONSENT NONE

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

INITIATED BY: Sharon Tucker, Recreation Coordinator
Ann Shade, Director of Admin & HR

BOARD LIAISON: Michael J. Fox
(Liaison to the Park and Recreation Board)

BACKGROUND:

Attached is a recommended listing of Winter 2012/2013 Recreation Programs, to be offered to the public during the months of January through April 2013. Associated fees for each program are also attached. These programs will be promoted via posting on www.montgomerytp.org, the cable channel, E-News, and printed with our Winter Recreation Newsletter.

The Winter 2012/2013 Recreation offerings include many popular returning programs with some new offerings being introduced. Our Spring trips to Gettysburg and the Bronx Zoo will be featured to allow those interested in attending time to plan accordingly. New programs are "shadowed" on the attached listing. Fees are determined by taking the vendor's recommended fee and adding 20 percent to cover administrative costs.

Distribution of the Winter Recreation Newsletter is expected to take place by early December.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Recreation programs are expected to be revenue neutral.

RECOMMENDATION:

Approve the Fee Schedule amendments as submitted.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the amendments to the Fee Schedule to include the 2012/2013 Winter Recreation program fees.

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.

Winter 2012/2013 Program Fee Schedule		
Type of Program	Course	Fees (Including 20%)
YOUTH		
Art	Junior Zoo Drawing	\$60
	Historical Girl Drawing	\$60
	Vehicle Drawing	\$60
	Junior Cartoon Drawing	\$60
	Royal Princess Drawing	\$60
	Pirate Drawing	\$60
Instructional	Bricks 4 Kidz - Air, Land & Sea	\$60
	Silver Knights Chess	\$120
Sports	Tennis Academy at PSC	\$143 - \$269
	Swim Academy at PSC	\$168
Dance	Creative Rhythm Dance at Babylon School of Dance	\$50
TEENS AND ADULTS		
Instructional	AARP Driver's Safety Class	\$14; \$12 with AARP Membership
	AARP Driver's Safety Refresher Class	\$14; \$12 with AARP Membership
	Conversational Spanish	\$96
	Drawing By Design - Cezanne Still Life	\$36; \$96 for all 3 classes
	Drawing By Design - Monet - Boating at Argenteuil	\$36; \$96 for all 3 classes
	Drawing By Design - Van Gogh - Harvest	\$36; \$96 for all 3 classes
Sports and Fitness	Meditation In Motion	\$66
	Strengthen The Bone	\$80; \$136 for both sessions
	Relaxation Yoga	\$66
	Hatha Yoga Class	\$80
	Zumba	\$48
	Piloxing	\$88
TRIPS		
	Gettysburg	\$64
	Bronx Zoo	\$62 - Adults (13+); \$57 - Children (12 & under)
SPECIAL EVENTS		
	Baby Boomer Social	Free
	North Penn Winter Blast	Free
	Citizens Police Academy	Free

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Request to Approve Out of State Training-- Department of Fire Services

MEETING DATE: October 22, 2012

ITEM NUMBER: #18

MEETING/AGENDA: ACTION XX NONE

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

INITIATED BY: Richard M. Lesniak
Director of Fire Services

BOARD LIAISON: Robert J. Birch, Chairman
Liaison -- Public Safety Committee



BACKGROUND:

In 1999, Pennsylvania adopted legislation that enacted the Uniform Construction Code (UCC). One aspect of the UCC is the requirement for inspectors to receive and maintain certification based on the type of work performed. Inspectors are required to complete 15 credit hours of continuing education in courses relating to the professional competency of code administration. An applicant with multiple certification areas shall complete 15 credit hours of continuing education for each category but not more than 45 credit hours for renewal.

Continuing education credit hours are offered through a variety means including the attendance at meetings and courses. Most commonly, inspectors attend courses presented by the Pennsylvania Construction Codes Academy. The courses, ranging from one to five days, are held across the state and cost between \$25.00 and \$325.00.

Firefighter Robert Hedden currently holds two certifications in the State of Pennsylvania. To maintain his Pennsylvania certifications, Firefighter Hedden respectfully requests permission to attend an out of state training sessions on November 14, 2012, hosted by the New Jersey Center for Government Services. Courses offered through the Center for Government Services are offered free of charge.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that authorization be given to allow Firefighter Hedden attend an out of state training session hosted by the New Jersey Center for Government Services.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize Firefighter Hedden to attend a training session hosted by the New Jersey Center for Government Services.

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.



TRAINING AND DEVELOPMENT REQUEST

This application and other required documentation must be submitted prior to training seminar/course registration. Attach and submit seminar/course description(s) and/or degree curriculum with this form. Upon approval, the Township shall pay up to the maximum reimbursement for seminar/course and registration fees, tuition, and books in accordance with the Training and Development policy.

SECTION A: EMPLOYEE REQUEST (Complete Sections A, B, C, as applicable)

Name (Print) Robert Allen Date 7-11-12

Current Position Lieutenant Supervisor R. Hosmer

Check one: ☒ Seminar ☐ College Course ☐ Workshop ☐ Conference ☐ Other: _____

Seminar/Course Title NFPA 1620 Pre-Incident Planning

School or Organization N.J.D.C.A.

Date(s) of attendance 11-14-12 Total Hours Training 8 Cost: \$ 0.00

Reason: ☒ License ☒ Certification ☐ Performance Goal ☐ Skill

Describe applicable license/certification/performance goal/skill training will affect?

Ability to gather information prior to any fire response.
As well as increase knowledge, skills & abilities in conducting fire inspections.

Employee Signature Robert Allen

SECTION B: APPROVALS based on appropriateness, cost, scheduling, and training quality.

Supervisor _____ Date _____

Department Head [Signature] Date 10/5/12

Human Resources _____ Date _____

Township Manager _____ Date _____

Upon approval, Human Resources will return this request for employee retention and registration. If payment is to be made in advance, approve below; otherwise, if reimbursement is to be made to employee (e.g., tuition reimbursement), employee must submit official grade of C or higher, plus original receipts.

SECTION C: PAYMENT (Check (✓) method of payment – either method needs approval signatures below)

☐ Make check payable to employee (for reimbursement) or to training facility: _____ (Name)

☐ Charge Township Credit Card (authorized below)

ITEMIZED FEES FOR PAYMENT:

REGISTRATION \$ _____

COURSE FEE/TUITION \$ _____

BOOKS \$ _____

OTHER: \$ _____

=

TOTAL \$\$ PAYABLE \$ _____

ACCOUNT #: \$ _____

PRICE CHECK \$ _____

AUTH. BY: \$ _____

MGR. APP. \$ _____

DATE PD: _____

AMT.: \$ _____ CK # _____

HOT ISSUES IN FIRE CODE ENFORCEMENT**CE758***Instructor: Paul T. Dansbach, Fire Official, Borough of Rutherford*

The program will present material on means of egress requirements of the NJ Uniform Fire Code and the NJ Uniform Construction Code for special locking devices and door hardware. An understanding of how the installation of special locking devices and door hardware will provide the fire inspector with the understanding of how the devices shall be maintained to ensure the compliance with the requirements of Chapter 10 of the NJ IFC. ESFR sprinkler systems and residential sprinkler systems are systems which the fire inspector will encounter more frequently during inspections. Understanding the technology and the basic code requirements for these unique systems will ensure the systems are maintained in accordance with the applicable codes and standards. Commercial cooking operations present some inspection challenges to the fire inspector. The course will present the latest code changes and requirements for cookline exhaust systems and fire protection systems as well as reviewing previous codes and standards to which many of the existing systems have been installed. Inspection principles and a review of common violations will be presented.

**Saturday
Friday****November 17
December 14****Morris County Fire Academy
Camden County Fire Academy****MANAGING FIREWORKS DISPLAYS****CE750***Instructor: Ronald E. Kanterman, Fire Chief/Fire Marshal, Mohegan Tribal Fire Department*

If, as a Fire Inspector or Fire Official you are required to inspect, approve or review a fireworks permit application, this course is for you. The presentation focuses on the code requirements for the public display of fireworks and the main purpose of the course is preparation to properly handle such displays. The material presented will include the chemistry of pyrotechnics, related equipment, site selection, display safety, authorities having jurisdiction, post display inspection, insurance and other related aspects.

Friday**December 7****Passaic County Fire Academy****NFPA 1620: A NEW STANDARD
ON PRE-INCIDENT PLANNING****CE585***Instructor: Jack Murphy, Jr., JJM & Associates, LLC*

NFPA 1620 is a new Standard for Pre-Incident Planning (2009 edition). Over the years, the need for pre-incident building information has been cited in many National Institute for Occupational Safety and Health (NIOSH) line-of-duty death reports. Construction and building features such as lightweight construction, hybrid building, and the "Green" built environment are becoming more difficult to clearly identify from the street. Gathering building intelligence prior to an incident will enhance firefighters' tactical capabilities in structures. A building reconnaissance survey for buildings under construction and vacant buildings will also be discussed.

**Wednesday
Wednesday****November 14
November 28****Mercer County Fire Academy
Cumberland County Fire Academy**

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Piggyback on the Montgomery County Consortium
Salt Bid Contract

MEETING DATE: October 22, 2012 ITEM NUMBER: # 19

MEETING/AGENDA: ACTION XX NONE

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

INITIATED BY: Kevin Costello BOARD LIAISON: Candyce Fluehr Chimera, Chairman
Public Works Director 

BACKGROUND:

Annually, the Township does a cost analysis to determine the most cost effective way to purchase bulk salt for deicing roadways during the winter months. In the past, we have piggybacked on the Montgomery County Consortium Contract that is administered by Upper Dublin Township.

It has been our experience that the cost per ton through the Consortium has been lower than administering our own bid or participating with the State Co-Stars Contract. Additionally, under the Co-Stars contract you are required to take 60% of the tonnage bid whether you need it or not. Under the Montgomery County Consortium Contract there is no minimum or maximum for tonnage purchased.

The Consortium recently completed the public bidding process for the purchase bulk salt for 2012 – 2013 and has awarded the contract to Oceanport, LLC of Claymont, Delaware, at the price of \$52.75 per ton delivered.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

By participating on the Montgomery County Consortium Contract we will realize a savings of approximately \$1,690.00 at \$52.75 per ton for 1,000 tons versus the Co-Stars pricing of \$54.44 per ton.

RECOMMENDATION:

It is recommended that the Board approve the Township's participation in the Montgomery County Consortium 2012-2013 Contract for the purchase of rock salt from Oceanport, LLC of Claymont, Delaware, at the price of \$52.75 per ton delivered.

MOTION/RESOLUTION:

MOTION: _____ SECOND: _____

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the Township's participation in the Montgomery County Consortium 2012-2013 Contract for the purchase of Rock Salt from Oceanport, LLC of Claymont, Delaware, at the price of \$52.75 per ton delivered.

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.



801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034-1697
Phone: (215) 643-1600
Fax: (215) 542-0797
www.upperdublin.net



IRA S. TACKEL
President

September 14, 2012

RONALD P. FELDMAN
Vice President

CHESTER H. DERR, III

STANLEY J. ROPSKI

SHARON L. DAMSKER

REBECCA A. GUSHUE

JOHN R. MINEHART

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

Lisa Stapleford, Vice President
Oceanport, LLC
P. O. Box 608
Claymont, DE 19703

RE: Montgomery County Consortium 2012-13 Rock Salt Bid

Dear Ms. Stapleford:

On behalf of the Board of Commissioners, I am pleased to inform you that you were awarded the bid for the Montgomery County Consortium 2012-13 Rock Salt. Your Bid in the amount of \$52.75 per ton delivered was approved by the Commissioners at their meeting on September 11, 2012.

Please forward a Performance Bond equal to 100 percent of the total bid price (\$2,106,043.75) to the Township within the next 20 days. We will also require an updated Certificate of Insurance.

Enclosed are two (2) copies of a contract form for the referenced contract. We would ask that you execute both copies and return to this office. Once signed by the appropriate Township Officials, an executed original will be returned to you.

Thank you for your prompt attention to this request.

Very truly yours,

Gerard Smith
Public Works Administrator

GS/ln

CC: P. Leonard
D. Supplee

SECTION F
CONTRACT FORM

ROCK SALT FOR MONTGOMERY COUNTY CONSORTIUM COMMUNITIES

This contract made on SEPTEMBER 11, 2012 between UPPER DUBLIN TOWNSHIP, 801 Loch Alsh Avenue, Fort Washington, Pennsylvania, 19034, Montgomery County, Pennsylvania, party of the first part (hereinafter referred to as the "Township") and OCEANPORT LLC, party of the second part (hereinafter referred to as the "Buyer").

WITNESSETH

That Seller, for and in consideration of the payments hereinafter specified and agreed to by Township, covenants, contracts and agrees as follows:

Seller does hereby agree to sell and the Township does hereby agree to purchase during the term of this Contract the goods hereinafter set forth, in accordance with the Bid Documents which consist of the Bid Notice, Instructions to Bidders, General Conditions, Proposal and Forms, Technical Specifications, and all Addenda and Specifications which are particularly referred to and made a part hereof.

Township reserves the right to purchase upon the terms set forth herein any less than or in addition to the quantities, which are specified during the term of the Contract. Deliveries of goods are to be made at locations specified in the Bid Documents.

This contract and all the terms, covenants and conditions herein set forth, and contained shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

This contract shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF the parties hereto have caused this contract to be duly
executed the day and year indicated below.

UPPER DUBLIN TOWNSHIP

BY: [Signature]
President

ATTEST: [Signature]
Secretary

DATE: 9/11/12

SELLER.

BY: [Signature] - 14
[Signature] LLC

ATTEST: Katherine E. Stares
NOTARY public

DATE: 9/25/12

Bond Number: 0167979

KNOW ALL MEN BY THESE PRESENTS: That OCEANPORT, LLC, P.O. Box 608, Claymont, DE 19703, as Principal, hereinafter called contractor, and BERKLEY REGIONAL INSURANCE COMPANY, 11201 DOUGLAS AVENUE, Urbandale, IA 50322 as Surety, hereinafter called Surety are held and firmly bound unto UPPER DUBLIN TOWNSHIP, 801 LOCH ALSH AVENUE, Fort Washington, PA 19034 called Oblige, in the amount of TWO MILLION ONE HUNDRED SIX THOUSAND FORTY THREE AND 75/100 (\$2,106,043.75) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 9/11/2012 entered into a contract with obligee for 2012-2013 ROCK SALT BID, UPPER DUBLIN TOWNSHIP ON BEHALF OF THE MONTGOMERY COUNTY CONSORTIUM OF COMMUNITIES, in accordance with drawings and specifications prepared by , which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Oblige.

Whenever Principal shall be, and declared by Oblige to be in default under the Contract, the Oblige having performed Oblige's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Oblige elects, upon determination by the Oblige and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Oblige, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by Oblige to Principal under the Contract and any amendments thereto, less the amount properly paid by Owner to Principal.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this 19th day of September, 2012.

Katherine E. Stapel

Tina Ekman

OCEANPORT, LLC

By [Signature]
Principal

BERKLEY REGIONAL INSURANCE COMPANY

By Nancy L. Castonguay
Nancy L. Castonguay, ATTORNEY-IN-FACT

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Nancy L. Castonguay, Robert E. Shaw, Jr., Heidi Rodzen or Jollne L. Binette of Skillings - Shaw & Associates, Inc. of Lewiston, Maine* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Sixty Million and 00/100 U.S. Dollars (U.S.\$60,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2 day of July, 2012.

Attest:

Berkley Regional Insurance Company

(Seal)

By

Ira S. Lederman

Senior Vice President & Secretary

By

Jeffrey M. Hafter

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2 day of July, 2012, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN

NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2017

CERTIFICATE

Notary Public, State of Connecticut

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 19TH day of SEPTEMBER, 2012.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Nancy L. Castonguay, Robert E. Shaw, Jr., Heidi Rodzen or Joline L. Binette of Skillings - Shaw & Associates, Inc. of Lewiston, Maine* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Sixty Million and 00/100 U.S. Dollars (U.S.\$60,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2 day of July, 2012.

Attest:

Berkley Regional Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2 day of July, 2012, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN

NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2017

CERTIFICATE

Notary Public, State of Connecticut

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 19TH day of SEPTEMBER, 2012.

(Seal)

Andrew W. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Execute Grant Agreement for DVRPC Powerline Trail Connector Study

MEETING DATE: October 22, 2012

ITEM NUMBER: #20

MEETING/AGENDA: ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan BOARD LIAISON: Jeffrey W. McDonnell, Supervisor
Township Manager Liaison – Open Space Committee

BACKGROUND:

In December 2011, the Township applied for a grant under Delaware Valley Regional Planning Commission's (DVRPC) Regional Trails Program Phase II Grant Program to conduct a study to determine the most feasible alignment for a trail connection between the proposed Powerline Trail and the soon to be opened 202 Parkway Trail. The Grant in the amount of \$32,000 was awarded to the Township by DVRPC on behalf of the William Penn Foundation in May 2012. We recently received DVRPC's grant agreement for execution.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

There is a Phase III to the DVRPC Regional Trails Program which includes funding for engineering design and construction of trail connection projects. We understand that projects approved for Phase II grants will have the best chances for construction funding in Phase III.

BUDGET IMPACT:

Total funding for the study is \$40,000 with DVPRPC's Grant Funds paying \$32,000 and a local match by the Township in the amount of \$8,000.

RECOMMENDATION:

Authorize execution of the Grant Agreement with the Delaware Valley Regional Planning Commission for the \$32,000 Regional Trails Program Phase II Grant to conduct the Powerline Trail Connector Study.

MOTION/RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the execution of Grant Agreement with the Delaware Valley Regional Planning Commission for the \$32,000 Regional Trails Program Phase II Grant to conduct the Powerline Trail Connector Study.

MOTION: _____ SECOND: _____

ROLL CALL:

	Aye	Opposed	Abstain	Absent
Robert J. Birch				
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.

September 26, 2012

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

Project Number: 11-47-485
Project Title: PowerLine Trail Connector

Dear Mr Gregan:

Enclosed are two copies of an agreement between The Delaware Valley Regional Planning Commission (DVRPC) and **Montgomery Township** for your review. Please have both copies signed and return them to my attention at DVRPC. I will then forward a fully executed copy to you for your files.

If you are a for-profit entity please provide a current insurance certificate indicating liability and workmen's compensation coverage. Please contact Shawn Legendre - Megill at DVRPC for assistance and guidance concerning the start of this project.

The Grantee must submit all subcontract agreements and subcontract budgets with any consultant firm utilized to complete the PROJECT. These documents shall be forwarded to DVRPC prior to the approval of any payments.

If you have any questions regarding the contract or would like to discuss the agreement, please call me at 215-238-2925.

Thank you,


John R. Griffies
Contract Manager

Copies: Shawn Legendre - Megill

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$40,000

No. 11-47-485

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

MONTGOMERY TOWNSHIP

This agreement, made at Philadelphia, Pennsylvania, this 1st day of July, 2012, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N Independence Mall - West, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

And

Montgomery Township, located at 1001 Stump Road, Montgomeryville, PA 18936 hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, the COMMISSION has entered into Agreement with the William Penn Foundation, hereinafter collectively referred as the AGENCY, whereby the COMMISSION is to perform certain obligations under its Agreement in the accomplishment of a grant from the following Agency:

Agency	Funds	Source of Funds	Date
William Penn Foundation	\$32,000	PRIVATE	11/14/2011

WHEREAS, the CONTRACTOR will perform certain services under this Agreement in connection with Project No. 11-47-485, PowerLine Trail Connector , in the COMMISSION's FY 2011 Work Program, hereinafter referred to as the PROJECT; and

WHEREAS, the CONTRACTOR is qualified to perform the services as herein set forth, being duly selected in accordance with the COMMISSION's CONTRACTOR Selection Procedures; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated;

Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the CONTRACTOR shall be responsible for the technical direction, management and conduct of the PROJECT and administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the CONTRACTOR and the

CONTRACTOR agrees to perform such services as are specified in this Agreement, Exhibit "A", Scope of Services, A Project Scope and Budget submitted by the CONTRACTOR , and the Standard Articles of Agreement, DVRPC Form No. 10, Exhibit "B". These two exhibits are attached hereto and made a part hereof by reference.

Section 2: Contract Funding

2.1 The estimated cost of the PROJECT is \$40,000 funded as shown by the following:

Funds Provided by Agencies: \$32,000.00

CONTRACTOR Local Match: \$8,000.00

CONTRACTOR Match for COMMISSION: \$0.00

Commission Contribution: \$0.00

Other Contributions: \$0.00

Total Amount: \$40,000

Section 3: Method of Payment

3.1 The work to be performed by the CONTRACTOR shall be on a cost-reimbursable basis with progress payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 CONTRACTOR's spending will be in accordance with the Object Budget attached and made part of this agreement as Exhibit "C". If applicable a Task Budget shall be included as a part of Exhibit "C". During the term of this agreement requests to modify either budget shall be made in writing to the COMMISSION's Contracts Officer.

3.3 The amount payable by the COMMISSION to the CONTRACTOR shall not exceed Thirty Two Thousand Dollars (\$32,000.00). The CONTRACTOR

understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

Section 4: Administration of Agreement

4.1 The Executive Director of the COMMISSION, or his/her designee, shall be the authorized agent to act on behalf of the COMMISSION in the administration of this Agreement; shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this Agreement.

4.2 The Principal of the CONTRACTOR, or his or her designee, shall be the authorized agent to act on behalf of the CONTRACTOR in the administration of this Agreement and in the negotiation of matters arising out of this Agreement.

Section 5: Time of Performance

5.1 The CONTRACTOR shall commence work upon the agreement date of the contract. The CONTRACTOR shall complete work on the PROJECT no later than December 31, 2013.

Section 6: Coordination and Cooperation

6.1 The CONTRACTOR agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The CONTRACTOR understands that the services to be provided by the CONTRACTOR form input to the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Special Conditions

7.1 Invoicing and Progress Reports

Contractor shall send copies of all invoices and progress reports to the attention of the Accounting Department at The Delaware Valley Regional Planning Commission (DVRPC). A progress report shall accompany each invoice.

7.2 Grantees Subcontract Agreements

The Grantee must submit all subcontract agreements and subcontract budgets with any consultant firm utilized to complete the PROJECT. These documents shall be forwarded to DVRPC prior to the approval of any payments.

IN WITNESS WHEREOF, the COMMISSION and the CONTRACTOR have executed this Agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

(SEAL)

By: _____
Barry Seymour
Executive Director

Date _____

ATTEST:

MONTGOMERY TOWNSHIP

(SEAL)

By: _____
Candyce Fluehr-Chimera
Chair, Board of Supervisors, Montgomery
Township

Date _____

SCOPE OF SERVICES

Montgomery Township

A Project Scope and Budget submitted by the CONTRACTOR

Exhibit A

DVRPC REGIONAL TRAILS PROGRAM PHASE II GRANT PROGRAM

MONTGOMERY TOWNSHIP – POWERLINE TRAIL CONNECTOR APPLICATION

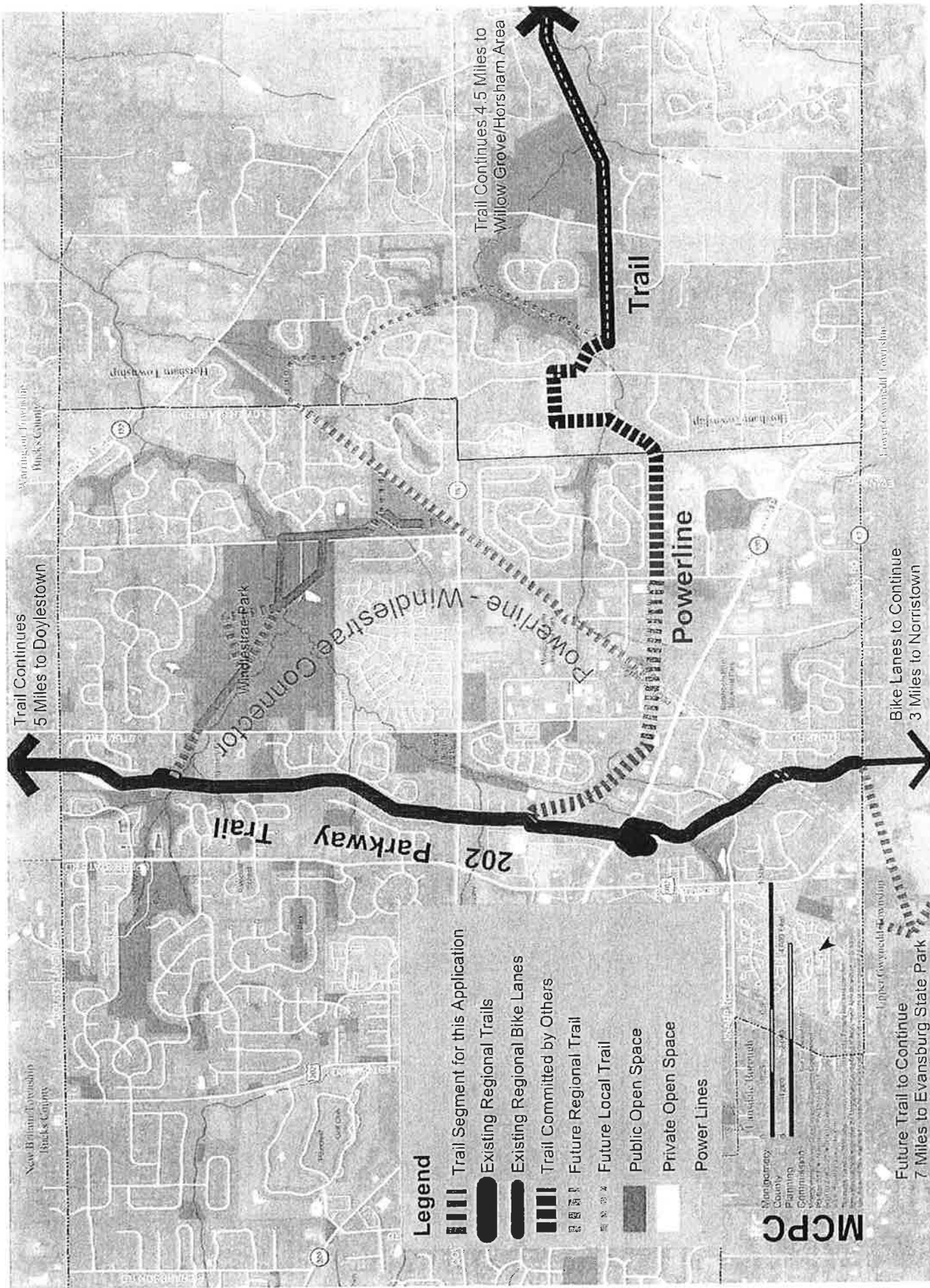
PROJECT SCOPE OF WORK

Montgomery Township will be seeking an experienced consultant to conduct a study to determine the most feasible alignment for an approximate 1.5 mile multi-use trail connection between the existing Powerline and 202 Parkway Trails. Plan showing the Trail Segment for this application is attached.

The project scope will include the four basic components described below:

- A review and evaluation of obstacles and opportunities within the study corridor.
- Identification of alignment alternatives with associated cost-benefit the community support analysis for each.
- Selection of the most feasible (“preferred”) alignment based on detailed comparisons of the quality of trail experience, community attitude, and legal, environmental, and trail construction issues.
- Preparation of necessary task outline and timeline, estimated costs, and information necessary to seek funding for trail engineering and construction.

The first two study components anticipate a substantial amount of consultant time devoted to public outreach and stakeholder communication. This will include landowner contact, targeted public input, and coordination with Township staff, PennDOT (202 Parkway Trail), PECO (Powerline Trail), Horsham Township (adjoining Powerline Trail) and Montgomery County (regional trail issues and priorities).



Legend

Trail Segment for this Application

Existing Regional Trails

Existing Regional Bike Lanes

Trail Committed by Others

Future Regional Trail

Future Local Trail

Public Open Space

Private Open Space

Power Lines

MCPC

Monterey
County
Planning
Commission

0 1000 Feet

0 1000 Feet

0 1000 Feet

0 1000 Feet

0 1000 Feet

0 1000 Feet

0 1000 Feet

0 1000 Feet

0 1000 Feet

0 1000 Feet

0 1000 Feet

Project Budget Summary Table

Source	Amount	In-Kind or Cash
Regional Trails Program – Phase II Grant	\$32,000	Cash
Montgomery Township	\$8,000	In-Kind
Total	\$40,000	

INVOICE

Delaware Valley Regional Planning Commission
The American College of Physicians Building
190 N. Independence Mall West – 8th Floor
Philadelphia, Pa. 19106-1520

Date: _____
Project No.: 11-47-485
Reporting Period
From: _____
To: _____

Attention: Accounting

This invoice is submitted consistent with the terms and conditions of the above referenced agreement:

1. Total Cost Incurred During Period	\$	_____
2. Less Matching for Agency Grant	(%)	\$ _____
3. Net Amount Payable	\$	_____

Submitted By:

(Signature)

Agency: Montgomery Township

Project Title: PowerLine Trail Connector

* Please attach all original invoices.

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Standard Articles of Agreement

Form 10

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This document is based on the March 1994 version. The date of all subsequent revisions appears after the Article, Section or paragraph revised.

Article 20: Surveys and Questionnaires was deleted 9-19-97

Last Revision 11-23-98

Article 1: Responsibilities and Services of the CONTRACTOR

1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the CONTRACTOR shall be responsible for the technical direction, management and conduct of the PROJECT.

1.2 The COMMISSION hereby agrees to engage the CONTRACTOR and the CONTRACTOR shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the Agreement and Exhibit "A", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.

1.3 The CONTRACTOR hereby agrees to administer the Agreement in accordance with all requirements and regulations of the AGENCY and COMMISSION. The CONTRACTOR understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this Agreement at any particular time. *Section Revised 2-2-98*

1.4 The CONTRACTOR bears primary responsibility for the administration and success of the PROJECT, although the CONTRACTOR is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise. The giving of such advice shall not shift the responsibility for final decisions to the COMMISSION or the AGENCY.

1.5 The CONTRACTOR hereby agrees to furnish its services in the amount necessary to complete promptly, effectively and in conformance with professional standards established by the AGENCY and Federal government the services specified by this Agreement. All of the services specified by this Agreement shall be performed by the CONTRACTOR and its employees or subcontractor under the personal supervision of a qualified Project Manager as shall be designated by the CONTRACTOR and approved by the COMMISSION. *Section Revised 2-2-98*

The CONTRACTOR agrees that the COMMISSION shall not be subject to any obligations or liabilities to any subcontractor or any other person not party to this Agreement.

Paragraph Added 2-2-98

1.6 The personnel required to perform the services specified by this Agreement shall be procured by the CONTRACTOR. All procurement expenses shall be borne by the CONTRACTOR. All personnel engaged in performing the services specified by this Agreement shall be fully qualified and authorized or permitted under State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION.

1.7 The CONTRACTOR is required to submit a monthly summary progress report to

the COMMISSION not later than ten (10) days after the close of the preceding month. This report shall be in narrative form, divided by tasks as specified in the Scope of Services, and include the percentage of progress for each task for the period and to date; a comparison of costs incurred with amounts budgeted; a comparison of work performed to the schedule; where established goals were not met, or slippage has occurred or is anticipated, the report must include a narrative description of the difficulties encountered and the CONTRACTOR's proposed solution of the problem.

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this Agreement, the CONTRACTOR shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The CONTRACTOR shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be directed to the nature and objectives of the PROJECT, report findings and final recommendations.

1.9 The CONTRACTOR hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The CONTRACTOR shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the CONTRACTOR's officers, employees or agents under this Agreement; and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands. *Section Revised 2-2-98*

1.11 None of the personal services specified by this Agreement shall be subcontracted by the CONTRACTOR without prior approval of the COMMISSION. This provision does not include commercial services, such as printing, etc. *Section Revised 11-20-98*

1.12 All subcontracts entered into by the CONTRACTOR shall contain all of the provisions of these Standard Articles of Agreement. *Section Revised 11-20-98*

1.13 The CONTRACTOR shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal

assistance if a real or apparent conflict of interest would be involved.
11-23-98

Section Added

Article 2: Assignability

2.1 The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION thereto; provided, however, that claims for compensation due, or to become due the CONTRACTOR from the COMMISSION under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COMMISSION.

Article 3: Supervision

3.1 In order that the COMMISSION may meet its obligations to the AGENCY, with respect to supervision of the content and technical quality of the services performed as specified by this Agreement, it is hereby agreed that the services performed by the CONTRACTOR under this Agreement shall be under the general supervision and direction of the COMMISSION.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the Program, shall:

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to insure that all activities in its Program are compatible and interrelated.

4.2 Provide technical assistance to the CONTRACTOR required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION's data file to the CONTRACTOR. The cost for this data shall be only that of reproduction or processing. The CONTRACTOR shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the CONTRACTOR shall treat as confidential any materials which may be stipulated by the COMMISSION.

4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the CONTRACTOR.

4.5 The COMMISSION shall, as appropriate, conduct a review of the administration of the PROJECT to determine whether the CONTRACTOR has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this

Agreement.

4.6 After execution of this Agreement, and prior to the first invoice, the COMMISSION's audit staff may hold an "Accounting and Record Keeping" meeting at the CONTRACTOR's offices with their assigned Project Manager, administrative and accounting personnel in order to insure that all procedures and records will be maintained in conformance with Federal Audit Standards and Regulations. *Section Revised 9-19-97*

Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this Agreement and do not affect the substantive rights of the COMMISSION or the CONTRACTOR. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the CONTRACTOR. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the CONTRACTOR.

Section Revised 9-19-97

5.2 Minor changes, corrections or additions to the Agreement that have been mutually agreed upon by the COMMISSION and the CONTRACTOR shall be in writing in the form of a letter from the COMMISSION to the CONTRACTOR, setting forth therein the changes, corrections or additions, approved by endorsement of the COMMISSION.

Section Revised 9-19-97

Letters authorizing changes may be issued in the following instances:

- a. When the CONTRACTOR requests a budget revision in the Object Line Budget or Task Budget that exceeds five (5%) percent of the total PROJECT costs.

Paragraph Revised 9-19-97

- b. As determined by the COMMISSION, an extension of the Time of Performance is required.
- c. Minor changes or clarifications to the Scope of Services which do not substantively alter the products to be produced.

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT; or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the CONTRACTOR will require a formal agreement amendment to increase or decrease the dollar amount, the term, or other

principal provisions of this Agreement.

5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this Agreement. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the agreement and letters authorizing changes will be attached to the original of this Agreement and to each copy. Such letters and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the Agreement number.

Article 6: Compensation and Method of Payment

6.1 Payment shall be made by the COMMISSION to the CONTRACTOR based on monthly or quarterly invoices which shall be submitted in writing by the CONTRACTOR to the COMMISSION. These invoices shall consist of:

- a. Invoice form indicating expenditures during the reporting period duly certified by the CONTRACTOR.
- b. Detailed account of all personnel working on the PROJECT; hourly rate, number of hours, and total costs. Detailed list of all other costs.
- c. Billing Summary by Object Class.
- d. Billing Summary by Task.

Sample forms are attached.

6.2 Such monthly or quarterly invoices for payment shall be honored and paid by the COMMISSION to the CONTRACTOR based on receipt and acceptance by the COMMISSION of the following:

- a. The invoices for payment submitted by the CONTRACTOR in accordance with Section 6.1 hereof.
- b. The PROJECT progress reports submitted by the CONTRACTOR in accordance with Article 1.7 hereof.

The CONTRACTOR's final invoice must be presented within forty-five (45) days after termination of services.

6.3 The final payment shall be made after the COMMISSION has determined that the

CONTRACTOR has satisfactorily performed the services specified by this Agreement. It is expressly understood and agreed that where the final payment is authorized and payment made to the CONTRACTOR prior to final audit, and if at the time of final audit the COMMISSION and/or the United States of America determines items to be ineligible under the Federal grant contract, the CONTRACTOR will make restitution of any overpayment to the COMMISSION for subsequent repayment to the United States of America.

6.4 Allocability of PROJECT costs shall be determined by the following:

- a. The costs must be reasonable within the scope of the PROJECT.
- b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
- c. Such costs must be accorded consistent treatment through application of generally accepted accounting principles.
- d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
- e. Such costs must be net costs to the CONTRACTOR (i.e., the price paid minus any refunds, rebates or discounts). *Paragraph Replaced 2-2-98*
- f. The CONTRACTOR may not delegate or transfer his responsibility for the use of the funds set forth in this Agreement.
- g. Overhead and fringe rates are provisional and subject to audit.

Costs must conform to the applicable US OMB Circular or Federal regulation:

For a legally established government entity - US Office of Management and Budget (OMB) Circular A-87, Revised, "Cost Principals for State and Local Governments".

For institutions of higher education - US OMB Circular A-21, Revised, "Cost Principals for Educational Institutions".

For private non-profit organizations - US OMB Circular A-122, Revised, "Cost Principals for Non-Profit Organizations".

For-private organizations - Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations".

Paragraph Added 2-2-98

6.5 The CONTRACTOR shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.6 Compensation and method of payment are subject to all special conditions set

forth in the Special Conditions Section of this Agreement.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the COMMISSION shall thereupon have the right to terminate this Agreement.

7.2 The COMMISSION shall have the right to terminate this Agreement for convenience whenever the COMMISSION shall determine that such termination is in the best interest of the COMMISSION and that continuation of the PROJECT(s) would not produce results commensurate with the further expenditure of funds.

7.3 This Agreement shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the CONTRACTOR by this Agreement.

7.4 The COMMISSION may terminate this Agreement in writing or by telephone. If termination is telephoned, the COMMISSION shall confirm such termination in writing.

- a. In either case, the effective date of the termination shall be the date of notification.
- b. Upon notification of termination, the CONTRACTOR must stop incurring costs and cease performance immediately. *Section Revised 9-19-97*

7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the CONTRACTOR shall, at the option of the COMMISSION, become the property of the COMMISSION and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. *Section Revised 9-19-97*

7.6 NOTWITHSTANDING the above, the CONTRACTOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the CONTRACTOR, and the COMMISSION may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the CONTRACTOR for breach of this Agreement is determined.

7.7 Prior to termination for cause, the CONTRACTOR shall be afforded an opportunity for consultation.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time

pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The CONTRACTOR may not unilaterally terminate the PROJECT work set forth in this Agreement. If, during the development of the PROJECT conditions should change that would warrant complete or partial termination, the CONTRACTOR shall give written notice to the COMMISSION of a request for termination. If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this Agreement, the COMMISSION may enter into a termination Agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the CONTRACTOR has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this Agreement, or annul the Agreement pursuant to this Article.

7.10 Upon termination, the CONTRACTOR must refund or credit to the COMMISSION that portion of any funds paid or owed the CONTRACTOR and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The CONTRACTOR shall not make any new commitments without COMMISSION approval. The CONTRACTOR shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this Agreement. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered stopped by the COMMISSION.

8.2 Work stoppages may be required for good cause, such as, but not limited to, default by the CONTRACTOR, failure to comply with the terms and conditions of this Agreement, realignment of programs, lack of adequate funding or advancements in the state-of-the-art.

- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
- b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the

issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the CONTRACTOR and should be appropriately modified, at the discretion of the COMMISSION, in the light of such discussions. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the CONTRACTOR for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the CONTRACTOR for minimizing costs.

8.4 Upon receipt of a stop-work order, the CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

- a. cancel the stop-work order, in full or in part;
- b. eliminate the work covered by such order; or
- c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the CONTRACTOR shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the Agreement shall be amended accordingly, provided the CONTRACTOR asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the CONTRACTOR's cost properly allocable to the performance of any part of the PROJECT; and/or
- b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this Agreement.

8.7 Costs shall not be allowable if incurred by the CONTRACTOR after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this Agreement.

Article 9: Disputes

9.1 Except as otherwise provided by law, or this Agreement, any dispute arising under this Agreement shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the CONTRACTOR.

9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article Revised 9-19-97

Article 10: Arbitration

10.1 Any dispute between the parties to this Agreement, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements *Section 11.1 Substantially Revised 11-23-98*

(a) Prohibitions Against Discrimination

The CONTRACTOR agrees to comply with, and assure compliance of all subcontractors with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The CONTRACTOR agrees to comply with, and assure compliance by third

party contractors at any tier under the PROJECT, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000d, and the US Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of the Title VI of the Civil Rights Act", 49CFR Part 21, and any other implementing requirements which may be issued.

(b) Equal Employment Opportunity

The CONTRACTOR agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e: 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The CONTRACTOR to take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.
- ii. If the CONTRACTOR is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the Agreement. Failure by the CONTRACTOR to carry out the terms of the EEO program shall be treated as a violation of this Agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

(c) Disadvantaged Business Enterprise (DBE) Program

- i. The CONTRACTOR hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 23.

- ii. The CONTRACTOR agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The CONTRACTOR agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the CONTRACTOR is required by AGENCY regulations to have a DBE program, the DBE program approved by the is incorporated by reference and made a part of this Agreement. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notifying the CONTRACTOR of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. § § 3801 *et seq.*
- (d) Nondiscrimination on the Basis of Sex: To the extent applicable, the CONTRACTOR agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any additional Federal requirements or regulations which may be promulgated.
- (e) Nondiscrimination on the Basis of Age: The CONTRACTOR agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107, and implementing regulations, which prohibit discrimination on the basis of age.
- (f) Access Requirements for Persons with Disabilities: The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The CONTRACTOR also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:
 - i USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 CFR Part 37.
 - ii USDOT regulations, "Nondiscrimination on the Basis of Handicap in

Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 CFR part 27.

- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 36 CFR Part 1192 and 49 CFR Part 38.
- iv. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 CFR Part 35.
- v. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities", 28 CFR Part 36.
- vi. US General Services Administration regulations, "Accommodations for the Physically Handicapped", 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act", 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled", 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, "Transportation for Elderly and Handicapped Persons", 49 CFR part 609.
- x. Any implementing requirements the FTA may issue.

Note: the above regulations essential provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

- (h) Confidentiality and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism: The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health

Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees", Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations.

Section Revised 11-23-98

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

Section Revised 11-23-98

11.3 Disclosure of Information

All information obtained by the CONTRACTOR in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The CONTRACTOR hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.).

Section Revised 9-19-97

11.5 Energy Conservation Program

The CONTRACTOR agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

Section Revised 9-19-97

11.6 Historic Preservation

In connection with carrying out this Project, the CONTRACTOR shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- (a) Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- (b) Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties. *Section Revised 9-19-97*

11.7 Environmental Requirements

The CONTRACTOR shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

Section Added 9-19-97

11.8 Resource Conservation and Recovery Act

The CONTRACTOR shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

Section Added 2-2-98

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The CONTRACTOR shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§9601 et seq.

Section Added 2-2-98

11.10 Contract Work Hours and Safety Standards Act

The CONTRACTOR shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

Section Added 2-2-98

11.11 Metric System

To the extent required by the AGENCY, the CONTRACTOR agrees to use the metric system of measurement in the PROJECT and to the extent practicable and feasible, accept products and services with dimensions expressed in the metric system of measurement.

Section Added 9-19-97

11.12 False or Fraudulent Statements and Claims

The CONTRACTOR agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the AGENCY's regulations, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this Agreement.

Section Added 9-19-97

11.13 Incorporation of Provisions

The CONTRACTOR shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this Agreement, including procurement of materials which shall be secured in compliance with AGENCY regulations and OMB Circular A-102, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement under this Agreement, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Article 12: Interest of Members of the COMMISSION and Others

12.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

Article 13: Interest of the CONTRACTOR

13.1 The CONTRACTOR covenants that no member, officer or employee of the CONTRACTOR has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 14: Interest of Members of Congress

14.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

Article 15: Audit and Inspection of Records

15.1 The CONTRACTOR shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this Agreement in accordance with generally accepted accounting principles and procedures. All costs charged against this Agreement shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The CONTRACTOR shall permit and shall require its subcontractors to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this Agreement. The CONTRACTOR agrees that any payment made by the COMMISSION to the CONTRACTOR, and any expenditures of the CONTRACTOR under the terms of this Agreement, are subject to audit by the COMMISSION.

15.2 The CONTRACTOR agrees to remit to the COMMISSION any excess payments made to the CONTRACTOR, any costs disallowed as a result of audit, and any amounts recovered by the CONTRACTOR from third parties or other sources.

Paragraph Added 11-23-98

15.3 The CONTRACTOR shall preserve all documents, records and books of account pertaining to this Agreement for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the CONTRACTOR to surrender all records at the end of the three (3) year period for additional storage.

15.4 The CONTRACTOR shall provide the COMMISSION with an audit prepared in conformance with the Single Audit Amendemnts of 1996, 31 U.S.C. §§ 7501 *et seq.*, in accordance with U.S. OMB Circular A-133, "Audit of the States, Local Governments and Non-Profit Organizations", and the latest US Department of Transportation A-133 Compliance Supplement. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The CONTRACTOR understands that the audit may be made available to the AGENCY

and the Comptroller General of the United States.

Paragraph Revised 11-23-98

15.5 Should the COMMISSION audit the CONTRACTOR in place of the audit performed under 15.4 above, the COMMISSION's audit of the CONTRACTOR is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the CONTRACTOR's performance under this Agreement.

Article 16: Identification of Documents

16.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or policies of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 17: Publicity

17.1 Press releases and other public dissemination of information by the CONTRACTOR concerning the PROJECT work shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 18: Rights in Data, Copyrights, and Disclosure

18.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this Agreement by the CONTRACTOR or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which CONTRACTOR or subcontractor at any tier, purchases ownership financed under this Agreement.

18.2 Definition. The term "Data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this Agreement. It does not include the CONTRACTOR's financial reports, or

other information incidental to contract administration.

18.3 Data submitted to and accepted by the COMMISSION under this Agreement shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the CONTRACTOR.

18.4 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CONTRACTOR relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this Agreement. The CONTRACTOR shall not include in the data any copyrighted matter, unless the CONTRACTOR provides the COMMISSION with written permission of the copyright owner for the CONTRACTOR to use such copyrighted matter.

18.5 The CONTRACTOR bears responsibility for the administration of the PROJECT and therefore the CONTRACTOR alone is liable for any claims of copyright infringement for any copyrighted material.

18.6 It is a condition precedent to CONTRACTOR's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The CONTRACTOR shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the CONTRACTOR pertaining to such suit or claim.

Article Revised 9-19-97

Article 19: Confidentiality

19.1 At no time, without written COMMISSION approval, may the CONTRACTOR divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this Agreement that are of direct interest to the COMMISSION.

- (a) The COMMISSION has direct interest in the CONTRACTOR's material when the CONTRACTOR's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
- (b) When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

19.2 After the Agreement period, CONTRACTOR may divulge or release information that is of direct interest to the CONTRACTOR, but which has no direct interest to the COMMISSION.

Article 20: Patent Rights

20.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the CONTRACTOR or its employees or subcontractor, in the course of, in connection with, or under the terms of this Agreement, the CONTRACTOR shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the CONTRACTOR, or subcontractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third party contract as described in the U. S. Department of Commerce regulations " Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" 37 C.F.R. Part 401.

Major Revision 9-19-97

Article 21: Liquidated Damages

21.1 The CONTRACTOR agrees that the COMMISSION shall retain ten percent (10%) of the Agreement amount from Federal funds made available under this Agreement, to be used as a set off for reimbursing the COMMISSION for the cost to administer this Agreement should performance extend beyond the period of performance set forth in the Time of Performance Section of this Agreement.

21.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this Agreement. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.

21.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the CONTRACTOR any funds due from the retainage.

21.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the CONTRACTOR may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the CONTRACTOR.

Article 22: Invoice Forms and Time Sheets

22.1 Sample forms which may be used by the CONTRACTOR in presenting its invoices in compliance with Article 6 hereof are attached hereto.

22.2 In order to comply with Federal Audit Regulations, each employee who works on the PROJECT must account for 100% of his or her time, although he or she only works

on the PROJECT part of the time. The object of this requirement is to prove that the employee is accounting for and assigning 100% of his or her time. This requirement shall also apply to any consultant or subcontractor engaged by the CONTRACTOR.

Article 23: Certification of Non-collusion

23.1 The parties hereto hereby certify that neither the COMMISSION nor the CONTRACTOR, or their representatives have:

- (a) been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this Agreement, employed or retained or agreed to employ or retain, any firm or person;
- (b) been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and CONTRACTOR, any fee, contribution, donation, or other consideration of any kind to solicit to secure this Agreement;
- (c) acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 24: Restrictions on Lobbying

24.1 The CONTRACTOR hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative

- agreements) and that all subrecipients shall certify and disclose accordingly.
- (d) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 25: Entire Agreement

25.1 The Agreement Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- (a) No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- (b) Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

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

SUBJECT: Announce Date of Fall 2012 Curbside Leaf Collection

MEETING DATE: October 22, 2012

ITEM NUMBER: #21

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Grogan
Township Manager

BOARD LIAISON: Joseph P. Walsh, Supervisor
Liaison – Environmental Advisory Committee

BACKGROUND:

In compliance with DEP regulations, the Township contracts with Republic Services, Inc. DBA BFI Waste Services of PA, LLC, to provide curbside leaf and yard waste collection twice a year in the Fall and the Spring from residential properties in the Township. The Fall 2012 curbside leaf and yard waste collection is scheduled for Saturday November 17, 2012.

In order to participate in the collection, residents must place the collected leaf and yard waste materials in biodegradable paper bags at the curb prior to 7:00 AM that day for collection.

In addition to the curbside leaf waste collection on that day, the Township will be conducting their monthly leaf and yard waste drop off collection at William F. Maule Park at Windlestrae (Main Section/Kenas Road) from 8AM to Noon.

Leaf and yard waste materials collected are disposed of at the Barnside Farm Compost Facility (DEP approved compost facility) via a contract with the Northern Montgomery County Recycling Commission (NMCRC).

This information has been placed on the Township's website, cable channel and distributed by e-news to all registered participants.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

RECOMMENDATION:

The Board is requested to announce the information regarding the collection program.

MOTION/RESOLUTION: None

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Payment of Bills

MEETING DATE: October 22, 2012

ITEM NUMBER: #22

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: 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 ELECTRONIC PAYROLL TAX PAYMENTS

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
10/11/2012	IRS	941 Payment	\$68,466.68
10/11/2012	BCG	401/457 Plan Payment	\$22,273.28
10/11/2012	PA-SCDU	Withholding Payment	\$3,301.14
10/17/2012	Commonwealth of PA	State Tax Payment	\$7,809.23
		Total Paid as of 10/22/2012	\$101,850.33

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
24662	10/11/12	1264	MORGAN STANLEY SMITH BARNEY INC	5,789.83
52319	10/12/12	00001660	LINDINGER'S CATERING, INC.	715.50
52320	10/22/12	00000068	ADAM WEBSTER	30.00
52321	10/22/12	00001202	AIRGAS EAST, INC.	172.52
52322	10/22/12	00902634	AMELIA FERST	23.00
52323	10/22/12	00000553	AMERICAN PUBLIC WORKS ASSOC.	164.00
52324	10/22/12	00001917	AWCKLANDS PRODUCE	1,540.00
52325	10/22/12	00000043	BERGEY'S	976.41
52326	10/22/12	00000240	BEST LINE EQUIPMENT, INC.	106.82
52327	10/22/12	00001938	BILL WIEGMAN	90.00
52328	10/22/12	00000049	BISHOP WOOD PRODUCTS, INC.	100.03
52329	10/22/12	00001903	BRIAN JANSSENS	15.00
52330	10/22/12	00000069	C L WEBER CO INC.	70.00
52331	10/22/12	00000071	CANON BUSINESS SOLUTIONS, INC.	459.38
52332	10/22/12	00001579	CARGO TRAILER SALES, INC	76.75
52333	10/22/12	00902391	CAROL KLEBACK	90.00
52334	10/22/12	00001907	ON-SITE SCANNING SERVICES, INC.	1,800.00
52335	10/22/12	00001601	CDW GOVERNMENT, INC.	719.82
52336	10/22/12	00000335	COMCAST CORPORATION	761.11
52337	10/22/12	00000222	COMMONWEALTH PRECAST, INC.	170.00
52338	10/22/12	00000108	COUNTY ELECTRIC SUPPLY COMPANY, I	865.76
52339	10/22/12	BT005731	CPI IMAGES LLC	133.16
52340	10/22/12	00000329	CRAFCO, INC.	1,441.00
52341	10/22/12	00000159	SSL GROUP LP	263.15
52342	10/22/12	00001460	D.J.B. SPECIALTIES, INC.	1,361.10
52343	10/22/12	00000554	DARREN GARRETT	100.00
52344	10/22/12	00000086	DAVID D. DUNLAP	270.96
52345	10/22/12	00000024	DAVID P. BENNETT	45.00
52346	10/22/12	00001945	DAVID S. WOLFE	15.00
52347	10/22/12	00001941	DAVID W. VASCONEZ	90.00
52348	10/22/12	00001627	DEER PARK DIRECT	117.42
52349	10/22/12	00001172	DETLAN EQUIPMENT, INC.	137.42
52350	10/22/12	00001166	DRUMHELLER CONSTRUCTION, INC.	22,509.65
52351	10/22/12	00000146	E.A. DAGES, INC.	174.00
52352	10/22/12	00001957	EDMOND SKRZAT	60.00
52353	10/22/12	00001902	ELLIOTT GREENLEAF &	6,736.67
52354	10/22/12	00000158	ELYSE R. AION	43.20
52355	10/22/12	00000161	EUREKA STONE QUARRY, INC.	510.44
52356	10/22/12	00000171	THE GGS GROUP INC	1,087.50
52357	10/22/12	00000169	FEDEX	75.10
52358	10/22/12	00001466	FEDEX OFFICE	242.00
52359	10/22/12	BT005666	FORTUNE MARKETING, INC.	83.47
52360	10/22/12	BT005440	G.A. PEAK EXCAVATING, INC.	250.69
52361	10/22/12	00000193	GEORGE ALLEN PORTABLE TOILETS, INC	1,272.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
52362	10/22/12	00000195	GEORGE'S TOOL RENTAL INC.	49.00
52363	10/22/12	00000198	GLASGOW, INC.	140.29
52364	10/22/12	00001842	GLEN ROETMAN	30.00
52365	10/22/12	00001323	GLICK FIRE EQUIPMENT COMPANY INC	103.97
52366	10/22/12	00000211	HAGEY COACH INC.	400.00
52367	10/22/12	BT006120	HERITAGE HEALTH CARE	6.00
52368	10/22/12	00000903	HOME DEPOT CREDIT SERVICES	689.06
52369	10/22/12	00000133	BYM INC.	274.00
52370	10/22/12	BT000070	HUNTER DOUGLAS	16.00
52371	10/22/12	00000787	IAFC - INTERNATIONAL ASSOCIATION OF	229.00
52372	10/22/12	00000102	INTERSTATE BATTERY SYSTEMS OF	200.90
52373	10/22/12	00000256	JAMES F. MCGOWAN	350.00
52374	10/22/12	00902358	JOANN BRADLEY	60.00
52375	10/22/12	00901834	JOHN & LINDA CARLSON	181.69
52376	10/22/12	00000890	JOHN H. MOGENSEN	90.00
52377	10/22/12	00000257	JOHN R. YOUNG & COMPANY	466.18
52378	10/22/12	00001581	JOSEPH J. SIMES	150.00
52379	10/22/12	00001843	JOSEPH M. BENNETT	80.00
52380	10/22/12	00000264	KENCO HYDRAULICS, INC.	422.00
52381	10/22/12	00000932	KIMMEL BOGRETTE	12,045.58
52382	10/22/12	00902632	KLECKNER'S HOME IMPROVEMENTS	239.00
52383	10/22/12	00000057	LAWN AND GOLF SUPPLY COMPANY, INC	359.96
52384	10/22/12	BT001860	LEIGH CONSTRUCTION	46.91
52385	10/22/12	BT005961	LOUIS COHEN	16.09
52386	10/22/12	00000201	LAWRENCE J. MURPHY	1,249.99
52387	10/22/12	00902629	MELANIE VASCONEZ	90.00
52388	10/22/12	00000743	MES - PENNSYLVANIA	5,323.06
52389	10/22/12	00001920	MICHAEL H. BEAN	45.00
52390	10/22/12	00001961	MICHAEL LONG	45.00
52391	10/22/12	00002016	MICHAEL SHINTON	60.00
52392	10/22/12	00000912	MICHENER'S GRASS ROOTS, INC.	98.00
52393	10/22/12	00000317	MONTGOMERY CO PLANNING COMMISS	5,762.25
52394	10/22/12	00001381	NATIONAL DECALCRAFT CORP.	50.00
52395	10/22/12	00000416	NATIONAL PARK SERVICE,	200.00
52396	10/22/12	00000356	NORTH WALES WATER AUTHORITY	68.24
52397	10/22/12	00001134	OFFICE DEPOT, INC	362.09
52398	10/22/12	00001840	PAUL R. MOGENSEN	60.00
52399	10/22/12	00000095	PAUL SMITH	60.00
52400	10/22/12	00000399	PECO ENERGY	10,504.43
52401	10/22/12	00000397	PECO ENERGY	10,881.70
52402	10/22/12	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	201.10
52403	10/22/12	00001155	PITNEY BOWES GLOBAL FINANCIAL	222.24
52404	10/22/12	00001630	PSI - PROTECTION SERVICES INC.	581.50
52405	10/22/12	00000251	PSI PERSONNEL, LLC	1,884.48

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
52406	10/22/12	00000252	SUNG K. KIM	768.50
52407	10/22/12	BT005872	RENT-A-CENTER, STORE #06404	218.51
52408	10/22/12	00000117	RIGGINS INC	2,413.51
52409	10/22/12	00000115	RIGGINS, INC	4,912.06
52410	10/22/12	BT004659	RIVER CREATIVE GROUP	127.28
52411	10/22/12	00000969	SAFETY-KLEEN SYSTEMS, INC.	820.35
52412	10/22/12	00000365	SCOTT BENDIG	83.04
52413	10/22/12	00001618	SEALMASTER	272.97
52414	10/22/12	00000465	SHAPIRO FIRE PROTECTION COMPANY	172.25
52415	10/22/12	00000163	SHARON TUCKER	171.57
52416	10/22/12	00000833	THE SHERWIN WILLIAMS COMPANY	55.74
52417	10/22/12	00000015	NEXTEL PARTNERS OPERATING CORP	450.51
52418	10/22/12	00000469	SPRINT SPECTRUM, L.P.	59.99
52419	10/22/12	00001394	STANDARD INSURANCE COMPANY	6,641.96
52420	10/22/12	00000636	STAPLES CREDIT PLAN	447.16
52421	10/22/12	BT004131	STEPHEN MCCALLEY	3.94
52422	10/22/12	00001952	STEVEN COHEN	40.00
52423	10/22/12	00001939	SERVICE TIRE TRUCK CENTERS	981.78
52424	10/22/12	00902630	SUSAN REITER	90.00
52425	10/22/12	00001860	TAYLOR JONES	705.00
52426	10/22/12	00000334	THE CULINARY INSTITUTE OF AMERICA	865.54
52427	10/22/12	00001164	THE GOOSE GUYS INC.	250.00
52428	10/22/12	00001791	PHILADELPHIA PROTECTION BUREAU, IN	281.00
52429	10/22/12	00000496	GOODSON HOLDING COMPANY	1,823.07
52430	10/22/12	00001273	TIM KUREK	597.50
52431	10/22/12	00000506	TRANS UNION LLC	26.44
52432	10/22/12	00000077	TRISTATE ENVIRONMENTAL	7,004.33
52433	10/22/12	00001599	U.K. ELITE SOCCER	640.00
52434	10/22/12	00000327	U.S. MUNICIPAL SUPPLY, INC.	4,526.50
52435	10/22/12	00000032	VISA	68.41
52436	10/22/12	00000328	USA MOBILITY WIRELESS, INC	208.74
52437	10/22/12	00000520	VALLEY POWER, INC.	970.50
52438	10/22/12	00000040	VERIZON PENNSYLVANIA INC	231.43
52439	10/22/12	00902631	VICTORIA FOGEL	180.00
52440	10/22/12	00902026	VILLAGE OF NESHAMINY FALLS	46.19
52441	10/22/12	00001839	VINAY SETTY	60.00
52442	10/22/12	00001191	WARREN FUCHS	45.00
52443	10/22/12	BT000071	WEAVER CONSTRUCTION	32.68
52444	10/22/12	00001329	WELDON AUTO PARTS	192.14
52445	10/22/12	00001948	WILLIAM H. FLUCK IV	60.00
52446	10/22/12	00000249	WILLIAM R. GOLTZ	50.00
52447	10/22/12	00000545	DAVID A. WISMER	110.00
52448	10/22/12	00902633	YEERAE EXTERIOR	1,200.00
52449	10/22/12	00000590	YOCUM FORD	578.18

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
52450	10/22/12	00000209	BOUCHER & JAMES, INC.	18,911.40
52451	10/22/12	00000209	BOUCHER & JAMES, INC.	20,506.63
52452	10/22/12	00000085	CHAMBERS ASSOCIATES, INC.	8,493.74
52453	10/22/12	00000125	DISCHELL, BARTLE, YANOFF & DOOLEY	11,557.95
52454	10/22/12	00000152	ECKERT SEAMANS CHERIN &	4,427.50
52455	10/22/12	00001023	KERNS, PEARLSTINE, ONORATO	3,666.00
52456	10/22/12	00001984	TRAFFIC PLANNING AND DESIGN, INC.	4,884.77
TOTAL				218,081.33