

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
December 17, 2012 - 8:00 P.M.

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

Lawrence J. Grogan
Township Manager

ACTION MEETING - 8:00 PM

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of the November 26, 2012 Meeting
6. Introduction and Swearing In - New Police Recruit Officer
7. Public Hearing – Proposed Ordinance #12-266Z – RS Zoning District Sign Code Amendment
8. Consider Authorization to Advertise for Conditional Use Public Hearing – Giant Food Store - #C-59
9. Consider Construction Escrow Release – Kidalas Court – LDS#643
10. Consider Acceptance of Deed of Dedication –Todi Subdivision Right of Way
11. Consider Appointment of Design Professionals for Sprinkler and Alarm Plan Reviews
12. Consider Approval of Montgomery Township Sewer Authority 2013 Budget
13. Consider Approval of Montgomery Township Municipal Sewer Authority 2012 Tapping Fee Agreements
14. Consider Adoption of Montgomery Township 2013 Final Budget
15. Consider Authorization to Apply for Updated Township Bond Rating
16. Consider Adoption of Proposed Ordinance #12-268 – Appointing Delinquent Real Estate Tax Collector
17. Consider Definition & Commitment of Fund Balances in Accordance with GASB Statement No. 54
18. Consider Authorization to Execute PennDOT Agreements –
 - A. Video Sharing Policy Agreement
 - B. Traffic Signal Maintenance & Cooperative Memorandum of Agreement I476/PA309 Traffic Management System Project
19. Consider Authorization to Accept Variable Message Sign Trailer from Southeastern Regional Task Force
20. Consider Authorization to Participate - Wissahickon Multi-Municipal MS4 Education Program
21. Consider Change in Scope of Work - Friendship Park Site Grading/Paving Improvements

Board of Supervisors Agenda
December 17, 2012
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- 22. Payment of Bills
- 23. Other Business
- 24. Adjournment

Future Meetings:

12-19-12 @ 7:00 PM – Sewer Authority
12-19-12 @ 7:30 PM – Public Safety Committee
12-19-12 @ 7:30 PM – Finance Committee
01-07-13 @ 8:00 PM – Board of Supervisors Re-Organization Meeting

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: December 17, 2012

ITEM NUMBER: #3

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:

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

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Announcement of Executive Session

MEETING DATE: December 17, 2012

ITEM NUMBER:

#4

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Grogan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,
Chairman



BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Approval of Minutes for November 26, 2012 Meeting

MEETING DATE: December 17, 2012

ITEM NUMBER:

#5

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,
Chairman

BACKGROUND:

Just a reminder – Please call Shirley Snyder on Monday, December 17, 2012 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

DRAFT

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
NOVEMBER 26, 2012**

Vice Chairman Joseph Walsh called the executive session to order at 7:00 p.m. In attendance were Supervisors Michael Fox and Jeffrey McDonnell. Chairman Candyce Fluehr Chimera and Supervisor Robert J. Birch were absent. Also in attendance were Lawrence Gegan and Frank Bartle, Esquire.

Vice Chairman Joseph Walsh called the action meeting to order at 8:00 p.m. In attendance were Supervisors Michael Fox and Jeffrey McDonnell. Chairman Candyce Fluehr Chimera and Supervisor Robert J. Birch were absent. Also in attendance were Frank Bartle, Esquire, Lawrence Gegan, Chief J. Scott Bendig, Rick Lesniak, Kevin Costello, Bruce Shoupe, Shannon Drosnock, Ann Shade, Stacy Crandell, Laura Duff, Richard Grier and Deborah Rivas.

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

State Representative Todd Stephens expressed appreciation to the Board of Supervisors for their service to the Township and stated that tonight he wanted to single out one Board member for how he has exemplified himself and the accomplishments he has made in the areas of stormwater management. Representative Stephens presented a Pennsylvania House of Representatives Citation to Board Supervisor Michael Fox, acknowledging his successful and steadfast leadership of the Pennsylvania Stormwater Coalition over the last several years.

Vice Chairman Joseph Walsh acknowledged several Boy Scouts who were present in the audience working towards their Citizenship and Communication Badges.

Frank Bartle, Esquire reported that the Board met in an executive session earlier in the evening at 7:00 p.m. Mr. Bartle reported that there was one matter of litigation, Karaffa v. Montgomery Township which is currently in the Pennsylvania Eastern District Court, two matters of potential litigation and two personnel matters. Mr. Bartle also reported that these matters are

legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law. Vice Chairman Joseph Walsh also announced that the Board had met in an executive session following the November 14, 2012 budget work shop to discuss matters of personnel.

Vice Chairman Joseph Walsh made a motion to approve the minutes of the November 12, 2012 Board meeting, and Supervisor Michael Fox seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Township Manager Lawrence Gregan announced that Public Information Coordinator Stacy Crandell is being promoted to the newly created position of Assistant to the Township Manager. Ms. Crandell will report directly to the Township Manager and perform work that is closely aligned with the Township Manager's office such as Storm Water Management, the Township's 300th Anniversary, grant research and the proposed Recreation/Community Center. In addition, Mr. Gregan announced that the Township has hired Laura Duff to fill the position of Public Information Coordinator. Ms. Duff has been working on a temporary basis since June in the Planning Department and Department of Fire Services. Resolution #1, made by Vice Chairman Joseph Walsh, seconded by Supervisor Jeffrey McDonnell and adopted unanimously, approved the promotion of Stacy Crandell to the position of Assistant to the Township Manager and Laura Duff to the position of Public Information Coordinator, both effective November 16, 2012.

Township Manager Lawrence Gregan reported that the consulting firm of Kimmel Bogrette Architecture + Site, along with their sub-consultant Ballard*King Associates, are prepared to present their final report concerning the proposed Recreation/Community Center Needs Assessment & Feasibility Study. Mr. Gregan recommended that the Board authorize the advertisement of a work session meeting for the presentation of the final report. Resolution #2, made by Vice Chairman Joseph Walsh, seconded by Supervisor Jeffrey McDonnell and

adopted unanimously, authorized the advertisement of a work session on December 10, 2012 beginning at 7:00 p.m.

Township Manager Lawrence Gregan reported that the construction of Friendship Park is currently underway. The David Cutler Group is funding the improvements and requests the Township's authorization to release progress payments to its contractor, Wolverine Constructors. Mr. Gregan reported that the total cost for the park improvements is \$546,463.82 and Wolverine Constructors is seeking a progress payment in the amount of \$125,540.80. The Township Engineer has inspected the site and found the work completed to date to be satisfactory. Resolution #3, made by Vice Chairman Joseph Walsh, seconded by Supervisor Jeffrey McDonnell, and adopted unanimously, accepted the Township Engineer's recommendation that the site work was performed satisfactorily and that the David Cutler Group can proceed with payment to Wolverine Constructors in accordance with the provisions of their contract.

Finance Director Shannon Drosnock reported that the Township has requested and received proposals from three Public Accounting firms to perform the Township's 2012 year-end financial audit. Proposals were received from Maillie Falconiero & Company, Bee, Bergvall & Company, and St. Clair CPAs, P.C. Vice Chairman Joseph Walsh asked about the need for consultation assistance throughout the year and how often staff needs to consult with the auditors. Ms. Drosnock indicated that there are several matters which require input from the auditors on a periodic basis throughout the year. The proposals were compared and were found to be similar in costs. Vice Chairman Joseph Walsh inquired if it was too late in the year to make a change for the 2012 Audit. Ms. Drosnock indicated that the preparation work needed to occur within the next two weeks. Supervisor Michael Fox suggested that the Township remain with its current auditor, Maillie, Falconiero & Company for this year, that the Township staff prepare an RFP to solicit proposals from accounting firms for the 2013 audit, and that the

Finance Committee be involved in evaluating the firms in order to make a recommendation to the Board of Supervisors. Supervisor Fox opined that it would be helpful for the Board to meet the prospective new auditors in a work session prior to any appointment being made. The Board concurred. Resolution #4, made by Vice Chairman Joseph Walsh, seconded by Supervisor Jeffrey McDonnell, and approved unanimously, authorized Township staff to continue with Maillie, Falconiero & Company in accordance with their proposal for the 2012 fiscal year audit and Township staff will pursue investigating other audit firm proposals through the Finance Committee early next year.

Planning Director Bruce Shoupe reported that the engineer for the Firefox Subdivision has submitted a revised application to FEMA for a floodplain map amendment on this site. Mr. Shoupe stated that although this was previously approved in 2008, and although there have been no design changes since the original submission, FEMA is requiring an updated Township approval. Resolution #5 made by Supervisor Jeffrey McDonnell, seconded by Vice Chairman Joseph Walsh, and approved unanimously, authorized the Township Manager to sign the application to FEMA for a Floodplain Map Amendment for the Firefox Subdivision.

Planning Director Bruce Shoupe reported that the staff has prepared an application for the 2012 Tree City USA Growth Award and the Tree City USA Recertification which requires the Board's approval. Resolution #6 made by Supervisor Michael Fox, seconded by Supervisor Jeffrey McDonnell, and approved unanimously, approved the application for Montgomery Township to receive the Tree City USA Growth Award and approve the application for the Tree City USA Recertification.

Planning Director Bruce Shoupe reported that the Montgomery Township Municipal Sewer Authority was seeking a waiver of permit fees for the building and electrical permits associated with its effluent meter chamber project. Mr. Shoupe reported that in the past, it has been the policy of the Board of Supervisors to waive permit fees for non-profit and religious

organizations. Resolution #7 made by Supervisor Michael Fox, seconded by Supervisor Jeffrey McDonnell, and adopted unanimously, approved the request of the Montgomery Township Municipal Sewer Authority to waive all permit fees associated with the effluent meter chamber project.

Planning Director Bruce Shoupe reported that the Shade Tree Commission recently discussed the benefits of adopting an ordinance regulating invasive plants, such as bamboo, due to the increased popularity and use of such plant species in yard landscaping projects. Mr. Shoupe stated that the goal of the ordinance will not be to ban these plants, but to ensure that property owners planning the use of such landscape material, properly manage the location of and growth of such plants and prevent encroachment onto public lands. Resolution #8, made by Supervisor Michael Fox, seconded by Supervisor Jeffrey McDonnell, and approved unanimously, authorized Township Landscape Engineer, Boucher & James, to draft an Invasive Plant Species Ordinance at a cost of not to exceed \$800.

Vice Chairman Joseph Walsh made a motion to approve the payment of bills. Supervisor Michael Fox seconded the motion. The payment of bills was unanimously approved as submitted.

There being no further business to come before the Board, the meeting adjourned at 8:40 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Introduction and Swearing In of New Police Officer

MEETING DATE: December 17, 2012

ITEM NUMBER: #6

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: J. Scott Bendig
Chief of Police

BOARD LIAISON: Candyce Fluehr Chimera
Chairman, Board of Supervisors



BACKGROUND:

On September 30, 2012, Chief Richard Brady retired after 42 years of dedicated service. With his retirement came a vacancy in the Police Department. A recruit testing process was initiated in the second quarter of 2012, with three hundred twenty-four (324) applications received for the position Recruit Police Officer.

The Police Department's hiring process consisted of a written examination, a physical agility test, police oral review board, background investigation (which includes a polygraph examination, neighborhood interviews, and employer interviews), and a Public Safety Committee oral interview.

Before the Board this evening for consideration for appointment to Recruit Police Officer is John J. Rushin. Mr. Rushin is the top ranked candidate for the position of Recruit Police Officer. Mr. Rushin was born and raised in Mount Pocono, Pennsylvania. He attended Pennsylvania State University-Altoona and the Montgomery County Community College, where he received his Act 120 Certification in April 2012. Mr. Rushin is currently employed as a Sergeant with the Philadelphia Warrant Unit and also serves as a part-time police officer with Spring City Police Department in Chester County.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Funding to fill this position was included in the 2013 Approved Budget.

RECOMMENDATION:

It is recommended that John J. Rushin be sworn in as a Recruit Police Officer with an effective date of hire of January 4, 2013.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint John J. Rushin to the position of Recruit Police Officer in the Montgomery Township Police Department, effective January 4, 2013.

MOTION: _____

SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Hearing – Proposed Amendment to RS-Regional Shopping Center District
– Ordinance #12-266-Z

MEETING DATE: December 17, 2012

ITEM NUMBER: #7

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe

Director of Planning and Zoning

BOARD LIAISON:

Candyce Fluehr Chimera
Chairman

BACKGROUND:

Attached is a copy of a proposed amendment to the Regional Shopping Center District Ordinance. Ordinance #12-266-Z would address the sign regulations. This ordinance would only pertain to the Montgomery Mall site.

The proposed amendment has been reviewed by the Montgomery Township Planning Commission and Montgomery County Planning Commission. Copies of these reviews are attached.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

A public hearing was advertised for this meeting.

ALTERNATIVES/OPTIONS:

The Board could adopt or not adopt this ordinance or defer their decision to a later date.

BUDGET IMPACT:

None.

RECOMMENDATION:

That this ordinance be approved.

MOTION/RESOLUTION:

The Resolution is attached.

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 #

BE IT ORDAINED AND ENACTED by the Board of Supervisors of Montgomery Township this 17th day of December, 2012, that we hereby approve Ordinance #12-266-Z amending the RS-Regional Shopping Center District ordinance pertaining to sign regulations.

MOTION BY:

SECOND BY:

VOTE:

DATE:

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

MONTGOMERY TOWNSHIP
Montgomery County, Pennsylvania

ORDINANCE #12-266-Z

AN ORDINANCE AMENDING THE MONTGOMERY TOWNSHIP CODE,
CHAPTER 230, ARTICLE XVIII [SIGNS], BY AMENDING SECTION 230-128
[REGIONAL SHOPPING CENTER REGULATIONS], WHICH PROVIDES
SIGNAGE REGULATIONS IN THE REGIONAL SHOPPING CENTER DISTRICT

ENACTED: _____

MONTGOMERY TOWNSHIP
Montgomery County, Pennsylvania

ORDINANCE #12-266-Z

AN ORDINANCE AMENDING THE MONTGOMERY TOWNSHIP CODE, CHAPTER 230, ARTICLE XVIII [SIGNS], BY AMENDING SECTION 230-128 [REGIONAL SHOPPING CENTER REGULATIONS], WHICH PROVIDES SIGNAGE REGULATIONS IN THE REGIONAL SHOPPING CENTER DISTRICT

NOW, THEREFORE, it is hereby **ENACTED** and **ORDAINED** by the Montgomery Township Board of Supervisors that Article XVIII [Signs], Section 230-128 [Regional Shopping Center Regulations] of the Township's Zoning Ordinance shall be amended as follows:

SECTION 1. Amendment to Article XVIII [Signs], Section 230-128
[Regional Shopping Center Regulations].

Article XVIII [Signs], Section 230-128 [Regional Shopping Center Regulations] is hereby amended to read as follows:

§ 230-128. Regional Shopping Center (RS) regulations.

On-premises signs. In the Regional Shopping Zone, all on-premises signs shall be those that comply with the regulations below. As used herein, on-premises signs shall not include any signs located within the interior of any enclosed regional shopping center.

A. Parallel wall or fascia signs and awning signs.

- (1) Parallel signs and signs affixed to awnings. All retail stores having one or more exterior dedicated entrances shall be permitted exterior signage that may be divided on up to four (4) exterior walls in accordance with the table below. No individual sign shall exceed 500 square feet in area.

GROSS FLOOR AREA	TOTAL SQUARE FOOTAGE ALLOWED PER RETAIL STORE WITH EXTERIOR ENTRANCE
0 to 5,000 square-feet	125 square-feet
5,001 to 10,000 square-feet	125 square-feet plus 1 square-foot for each 40 square-feet over 5,000 square-feet
10,001 to 25,000 square-feet	250 square-feet plus 1 square-foot for each 60 square-feet over 10,001 square-feet
25,001 to 50,000 square-feet	500 square-feet plus 1 square-foot for each 40 square-feet over 25,001 square-feet
Over 50,001 square-feet	1,200 square-feet
Over 100,00 square-feet on a single-floor store	2,000 square-feet

B. Freestanding signs.

- (1) A regional shopping center shall be permitted to have one freestanding sign on each state road frontage advertising the businesses and events conducted in the center, provided that the area of any one side of any such sign shall not exceed the following schedule: for regional shopping centers with a gross leasable area of 800,000 square-feet and over, a sign of 450 square-feet maximum; for shopping centers with a gross leasable area of less than 800,000 square-feet, a sign of 300 square-feet maximum. Such signs shall not exceed 35 feet in height, and no such sign shall be

placed closer than 25 feet to the legal right-of-way line of any street or highway abutting the area where the sign is placed.

- (a) One changeable-copy sign per State street frontage shall be permitted as a part of an allowed freestanding sign. The changeable-copy area shall be limited to 150 square-feet of the permitted sign area. All aspects of the changeable-copy sign shall comply with the Township's latest regulations for off premises/billboard signs.
- (2) A regional shopping center shall be permitted to have one freestanding monument sign on each entry drive on a County or Local road announcing the regional shopping center, provided that the area of any one side of any such sign shall not exceed 75 square-feet. Such signs shall be placed no closer than 25 feet from the legal right-of-way line of the street. No such sign shall exceed 5 feet in height.
- (3) Directional information signs to guide shoppers shall be permitted on the premises. Such signs shall be limited to 64 square-feet in area each, shall not exceed 8 feet in height and shall be located a minimum of 25 feet from the existing curb-line or edge of roadway of a public street. Directional information signs shall only be permitted where drive-aisles intersect with the ring-road.
- (4) In no event shall the placement of any signs obstruct the line of sight of vehicular-traffic.

D. Pad Sites.

- (1) The total area for all parallel signs and awning signs shall be calculated based on either one square-foot of sign area for each foot of distance a building is set back from the curb-line or edge of roadway or two square-feet of sign area per linear foot of front building wall, whichever is less, with a maximum of 350 square-feet shall be permitted. If the above calculation renders the allowable

area to be less than 50 square-feet, then an area of 50 square-feet is allowed.

- (a) The total permitted area may be divided among the exterior walls of the space occupied. The maximum sign area on each building wall is limited to 25% of the area of the building wall, including doors and windows, to which the sign is attached.
 - (b) In the case of a building situated not parallel to the roadway or with undulations, the average distance the building is set back from the curb-line or edge of roadway shall be used for calculating the allowable signage area.
 - (c) In no event shall the placement of the sign impede the view of vehicular-traffic or shall any portion of the sign overhang a pedestrian-walkway or sidewalk.
 - (d) In the above-indicated zones, when a sign is attached to a premises occupied by more than one user, then each business shall be entitled to a total maximum sign area calculated as though each business were a freestanding premises with a maximum allowable sign area calculated as in Subsection D(1) above.
- (2) Signs painted on or affixed to the inside or outside of windows shall be included in the computation of maximum size for signs if their combined area exceeds 25% of the area of the windows they occupy.
 - (3) Notwithstanding the foregoing, however, the total area of parallel signs and for signs affixed to awnings and any signs affixed to the inside or outside of windows may not exceed 25% of the area of the wall, including windows and door area and cornices, to which they are attached.

- E. Banners and temporary signs. All banners and temporary signs shall comply with the standards specified in §230-127. [Commercial and industrial district regulations].
- F. Landscaping for freestanding signs shall be as required §230-127 [Commercial and industrial district regulations].
- G. Except for the aforementioned signs in this Section 230-128, a regional shopping center shall not be permitted to have any other signs on the premises.

SECTION 2. Repeal and Ratification.

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

SECTION 3. Severability.

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

SECTION 4. Effective Date.

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

[SIGNATURES ON NEXT PAGE]

ORDAINED AND ENACTED this _____ day of December 2012, by the
Montgomery Township Board of Supervisors.

**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**

CANDYCE F. CHIMERA, *Chairperson*

[Seal]

Attested by:

LAWRENCE J. GREGAN
Township Manager/ Secretary

**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

STEVEN L. NELSON, AICP
ACTING DIRECTOR

October 4, 2012

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

Re: MCPC # 12-0065-003
Amend Signs Ordinance for the RS District
Regulations (Zoning Text Amendments)
Montgomery Township

Dear Mr. Gregan:

We received a request to review the above referenced zoning text amendments on September 25, 2012, and have reviewed them in accordance with Section 609 of Act 247, "The Pennsylvania Municipalities Planning Code," as requested by Marita Stoerrle, Township Development Coordinator.

Background

The Township is seeking to amend the current regulations of the Signs Ordinance for the RS Regional Shopping District by replacing the current text with the proposed text.

Review Comments

1. **Total Area of Signage Unclear.** The amount of parallel and awning signs is clear, but are the amounts allowed for projecting, freestanding, pad site, and exterior presence signs in addition to the amount allowed for parallel signs? The text should be revised to make this clear.
2. **Exterior Presence Signs for Pad Sites.** The text is organized such that exterior presence signs are a subsection of Pad Sites. Is this intended or should the text be moved to another section, perhaps the Parallel Signs section?
3. **Freestanding Signs.** The size of the one advertising sign per State road frontage is clear, but there seems to be no maximum sign height or setback distance. The next sentence, which includes height and setback standards, refers to "entrance signs," not necessarily the big advertising signs. If the entrance signs are different from the big advertising signs, they have no maximum size. If they are the same, then the non-State road frontages have no entrance signs. To be clear, we suggest either clearly naming the signs discussed here or have the entrance sign become a separate subsection, with a maximum size standard, and the big advertising sign be provided with height and setback standards.
4. **Changeable Copy Sign.** One changeable copy sign is to be allowed per street frontage and limited to 150 [square feet]. Is this allowed on a non-State road? Is this in addition to or part of the 450 square feet of advertising signage and the entrance signs?

5. **Directional sign setback.** Why should a 100 square-foot directional sign be located at least 25 feet from the curb while a 450 Square-foot advertisement sign is (maybe) allowed to be 15 feet to the legal right-of-way?

Recommendation

At this time, if the township is satisfied with the resolution of the items mentioned above, we recommend approval of the proposed ordinance text amendments.

Please note that the 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 this amendment, Section 607 and 609 of the Municipalities Planning Code requires that we be sent an official copy within 30 days.

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

AGENDA ITEMS

Montgomery Walk
Montgomery Preserve
Regional Shopping Center – Sign Regulations

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

AGENDA ITEMS

Regional Shopping Center – Sign Regulations
Hampton Inn
Conditional Use – Undefined Athletics
Open Space Design Overlay Option - Pileggi

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

MONTGOMERY TOWNSHIP PLANNING COMMISSION
October 18, 2012

The October 18, 2012, meeting of the Montgomery Township Planning Commission was called to order by Acting Chairman Leon McGuire at 7:35 p.m. In attendance were Commissioners Michael Beatty, James Rall and Ellen Reynolds. Commissioners Jonathan Trump, Jay Glickman and Steven Krumenacker were absent. Also present were Matthew Schelly, Montgomery County Planning Commission, Bruce Shoupe, Director of Planning and Zoning, and Candyce Fluehr Chimera, Supervisor Liaison.

The minutes of October 4, 2012, were approved with one correction: in the last paragraph on page one, change "*Montgomery Walk – Phase IIB – IIC*" to "*Phase IIB.*"

There were no public comments.

The first item on the agenda was a follow-up discussion of the proposed sign regulations for the RS-Regional Shopping Center District. Joe Zadlo and Mike Kissinger were present to discuss this item. Mr. Zadlo stated that they had revised the proposed ordinance based on the discussion at the last Planning Commission meeting. He also thanked Matt Schelly for his assistance with the ordinance revisions. Mr. Kissinger distributed a picture which showed the elevation of signs at the entrance to the Mall by the Food Court. Some discussion followed. The Planning Commission members felt that the revised ordinance answered their previous questions. A motion was made by Mr. Rall, seconded by Mrs. Reynolds, to recommend to the Board of Supervisors that this proposed ordinance be approved. Motion carried unanimously.

The next item to be discussed was a plan for the Hampton Inn, which is to be located on Garden Golf Boulevard. Kirk Clauss, engineer for the project, was present. Mr. Clauss explained that this project had been previously approved in 2009, as part of the plan for a restaurant and two hotels. Since that time the restaurant had been built and one of the hotels is under construction. However, the other hotel had been changed from a Hilton Garden to a Hampton Inn. Both hotel chains are owned by Hilton. Mr. Clauss explained that the footprint had changed and therefore, the number of rooms had changed from 113 to 101. This change would also cause a reduction in the number of parking spaces required. Mr. Clauss noted that they had either met all comments of the consultants or will comply with the comments. After some further discussion, a motion was made by Mr. Beatty, seconded by Mr. Rall, and carried unanimously 4-0.

Next on the agenda was a discussion of the Conditional Use Application for Undefined Athletics. Mike Carr and Michael Carr were present to address this application. Also present was Phil Henderson, owner of the property, which is located at 101 Commerce Drive. Mr. Carr gave an overview of the project which was for a fitness center for individuals and small groups. He explained that he and his son would be the fitness trainers at this location. They did not expect to have more than 25 people at any one time at this location. Mr. Carr explained that they are required to have 36 parking spaces; however, the property now has 43 parking spaces, so that would not be a problem. Mr. Shoupe stated that this was a permitted use by conditional use, in the Limited Industrial District. This property was adjacent to the ground on which the community center will be built. It was suggested that perhaps if there was ever any overflow parking at the community center, the township could use this parking lot for the overflow. After some discussion, a motion was made by Mr. Beatty, seconded by Mrs. Reynolds and carried unanimously 4-0.

The last item to be discussed was the proposed open Space Design Overlay District and map amendment which had been submitted by John Pileggi. Robert Kerns, attorney, and John Pileggi were present to discuss this application. Mr. Kerns explained that this application was requesting that the Board of Supervisors consider creating an Open Space Overlay Option in the R-1 District. He explained that Mr. Pileggi had been before the Township numerous times with different proposals for his property and felt that this proposal was a good situation for everyone. Mr. Kerns noted that the property is located at Limekiln Pike and Lower State Road and is presently zoned R-1. Current R-1 regulations require a minimum of one acre lots, while the Open Space Design Overlay Option would allow a minimum of 10,000 square foot lots. The proposed ordinance would require: 1) that any tract of land to be developed under this option be a minimum of 8 acres; 2) that at least 20% of the area of the tract be set aside as common open space; 3) that two dwelling units per acre be permitted; and 4) that vehicular access from existing streets be limited to a minimal number of major access locations. Mr. Kerns provided a sketch plan of a development using this overlay option on the Pileggi property. There would be 18 single family dwellings. Mr. Beatty pointed out that under the current R-1 zoning, 10 single family dwellings would be permitted. He was not of the opinion that this was the best plan for this area. There was some discussion of this proposal. The consensus of the Planning Commission members was that it appeared that Mr. Pileggi had worked with the Township's previous comments and had tried to achieve a plan that was beneficial to both he and the Township. Mr. Kerns advised that a map change was also proposed that would create the overlay option on certain parcels in the R-1 zoning district. Mr. Schelly advised that the County had reviewed this proposal and had recommended that it not be approved. However, he stated that if the Township was satisfied with the proposal, there was no reason to deny it. After some further discussion a motion was made by Mr. Rall to recommend to the Board of Supervisors that Ordinance #12-264-Z, the creation of the Open Space Design Overlay Option, be approved. The motion further recommended that Ordinance #12-265-Z, allowing for the map change, be approved.

Motion carried 3-1, with Mr. Beatty opposed.

There being no further business, this meeting was adjourned at 10:10 p.m.

Respectfully submitted:

Marita Stoerrle
Development Coordinator/
Recording Secretary

Proof of Publication of Notice in The Reporter

Under Act No. 587, Approved May 16, 1929

Copy of notice or publication

MONTGOMERY TOWNSHIP LEGAL NOTICE

On Monday, December 17, 2012, after 8:00PM, the Montgomery Township Board of Supervisors, during its regularly scheduled meeting, will conduct a hearing to consider enacting an ordinance amending the Montgomery Township Code, Chapter 230, Article XVIII [Signs], by amending Section 230-128 [Regional Shopping Center Regulations], which provides signage regulations in the Regional Shopping Center District.

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

At the completion of the public hearing, the Board of Supervisors will continue with the public meeting to render its decision thereon, unless it deems additional time is required for consideration and discussion of the above ordinance, in which case it will hold an additional public meeting at an announced date and time for that purpose.

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

LAWRENCE J. GREGAN
Township Manager

State of Pennsylvania,
County of Montgomery

SS:

Controller or Ad Manager, of the GOODSON HOLDING COMPANY D/B/A LRPa, LLC., a PENNSYLVANIA corporation, being duly sworn, deposes and says that THE REPORTER is a daily newspaper published at Lansdale, County and State aforesaid, which was established in the year 1870, since which date said daily newspaper has been regularly issued in said County, and that a copy of the printed notice or publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said daily newspaper on the following dates.

viz:

the 3rd, 10th days of December A.D., 2012

Affiant further deposes he is an officer duly authorized by the GOODSON HOLDING COMPANY D/B/A LRPa, LLC., a corporation, publisher of THE REPORTER, a daily newspaper, to verify the foregoing statement under oath and also declares that affiant is not interested in the subject matter of the aforesaid notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

[Signature]
Controller or Ad Manager

Goodson Holding Company D/B/A LRPa, LLC.,

Sworn to and subscribed before me this date 12-10-12

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa J. Long, Notary Public
Lansdale Boro, Montgomery County
My Commission Expires June 1, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

My Commission Expires:

Statement of Advertising Costs

MONTGOMERY TOWNSHIP
1001 STUMP ROAD
MONTGOMERYVILLE, PA 18936

For publishing the notice or advertisement attached hereto on

the above stated date..... \$ 607.38

Notary Fee..... \$ 5.00

Total..... \$ 612.38

Publisher's Receipt for Advertising Costs

GOODSON HOLDING COMPANY D/B/A LRPa, LLC., a corporation, publisher of THE REPORTER, a daily newspaper, hereby acknowledges receipt of the aforesaid advertising and publication, and certifies that the same have been fully paid.

By.....

Lansdale, Pa.
Established 1870

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Authorization to Advertise – Public Hearing – Conditional Use #C-59 –
Giant Food Stores, LLC and Horsham Realty Associates

MEETING DATE: December 17, 2012

ITEM NUMBER: #8

MEETING/AGENDA: WORK ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Candyce F. Chimera
Chairman

BACKGROUND:

Attached is an application for consideration of a conditional use for 741 Bethlehem Pike. The applicants, Giant Food Stores and Horsham Realty Associates, propose to demolish the existing building and construct a Giant To Go facility consisting of a 5,000 square foot convenience store with a gasoline filling station. The convenience store is permitted by right in the C-Commercial District; the conditional use application is for the proposed fueling facility.

A public hearing on conditional use applications must be held within 60 days of the receipt of the application or in this case by February 3, 2013.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

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

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that a public hearing be advertised for the meeting of January 28, 2013.

MOTION/RESOLUTION:

The resolution is attached.

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.

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby set Monday, January 28, 2013, after 8:00 p.m., in the Township Building as the date, time and place for a Public Hearing to consider the Conditional Use application of Giant Food Stores, LLC and Horsham Realty Associates for 741 Bethlehem Pike.

MOTION BY:

SECOND BY:

VOTE:

DATE:

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

Application for Conditional Use

Township of Montgomery, Montgomery County, Pennsylvania

Notice Of Appeal

Appellant: Name: Giant Food Stores, LLC and Horsham Realty Associates
Address: 1149 Harrisburg Pike
Carlisle, PA 17013
Phone: (717) 245-7413 Fax: (717) 240-7595 Attn: Kerry Eck
E-Mail kerryeck@aholdusa.com

Owner: Name: Horsham Realty Associates
Address: 6055 Sheaff Lane
Fort Washington, PA 19034
Phone: _____ Fax: _____
E-Mail _____

Attorney: Name: Charles M. Courtney
Address: 100 Pine Street
Harrisburg, PA 17108
Phone: (717) 232-8000 Fax: (717) 237-5300
E-Mail ccourtney@mwn.com

Notice of Appeal
Page 2

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

Lessee

1. Brief Description of Real Estate Affected:

Block and Unit Number 741-751 Bethlehem Pike

Location 741 Bethlehem Pike

Lot Size 2.236 acres

Present Use 1-story strip store

Present Zoning Classification commercial

Present Improvements Upon Land 1-story masonry building

Deed Recorded at Norristown in Deed Book 2793 Page 1060

2. Specific reference to section of the Zoning Ordinance upon which application is based.
Section 230-75.A(1)

3.

Action desired by appellant or applicant (statement of proposed use)
Construction of a gasoline filling station

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

See attached Narrative.

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

NOTE:

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

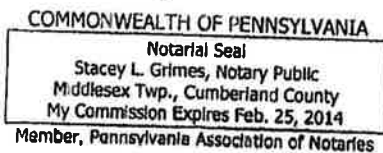
I, hereby depose and say that all of the above statements and the statements contained in any papers or plans submitted herewith, are true to the best of my knowledge and belief.

SWORN TO AND SUBSCRIBED BEFORE ME THIS

30th DAY OF December 2012

Stacey L. Grimes
Notary Public

[Signature]
Appellant's or Owner's Signature



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

NOTE:

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

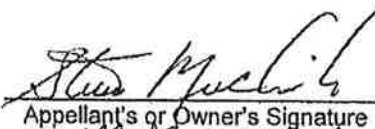
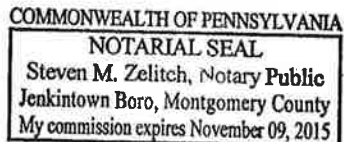
I, hereby depose and say that all of the above statements and the statements contained in any papers or plans submitted herewith, are true to the best of my knowledge and belief.

SWORN TO AND SUBSCRIBED BEFORE ME THIS

4th DAY OF December 2012



Notary Public



Appellant's or Owner's Signature

MANAGING MEMBER

HORSHAM REALTY ASSOCIATES, LLC

**NARRATIVE TO CONDITIONAL USE APPLICATION
GIANT FOOD STORES, LLC – 741 BETHLEHEM PIKE**

I. INTRODUCTION

Giant Food Stores, LLC ("Giant") intends to lease the property located at 741 Bethlehem Pike in Montgomeryville, Montgomery Township, Montgomery County, Pennsylvania (the "Property"). The Property is located in the Township's Commercial District (the "C District"). A vacant commercial building currently is located on the Property. Giant proposes to demolish the existing building and construct and operate a Giant To Go Facility consisting of a 5,000 square foot convenience store with a gasoline filling station (the "Fueling Facility") on the Property. The proposed convenience store is permitted by right in the C District. Giant requests a conditional use, pursuant to Section 230-75.A(1) of the Montgomery Township Zoning Ordinance (the "Zoning Ordinance"), to permit the proposed Fueling Facility on the Property.

II. FUELING FACILITY

The Fueling Facility will consist of five (5) double-sided pumps (10 fueling positions) located beneath a canopy measuring approximately 140 feet long and 28 feet wide. The gasoline pumps will be located on the western side of the convenience store building along Bethlehem Pike. Enclosed is a site plan depicting the Property and the proposed Fueling Facility and convenience store (the "Plan"). The Fueling Facility will be open seven days a week, 24 hours a day.

III. REQUEST FOR RELIEF

Pursuant to Section 230-75.A(1) of the Zoning Ordinance, gasoline filling stations, such as the Fueling Facility, are permitted by conditional use in the C District. Giant requests that the Board of Supervisors grant a conditional use for the proposed Fueling Facility.

A. Standards of the C District

The dimensional requirements of the C District are set forth in Sections 230-76 through 230-78.1 of the Zoning Ordinance. Those requirements are reproduced (or summarized) in bold below. A brief discussion follows each requirement.

Section 230-76.A Maximum Permitted Height = 35 ft.

The canopy above the Fueling Facility will be approximately 18 feet tall; and, therefore, complies with this requirement.

Section 230-77.A(2) Minimum Lot Area = 25,000 sq. ft.

As depicted on the Plan, the Property has a total lot area of approximately 97,400 square feet; and, therefore, complies with this requirement.

Section 230-77.A(3) Minimum Lot Width = 75 ft.

As depicted on the Plan, the Property has a lot width of approximately 150 feet; and, therefore, complies with this requirement.

Section 230-77.B Minimum Front Yard Setback = 60 ft.

As depicted on the Plan, the Property is a thru-lot with frontage along both Bethlehem Pike and Horsham Road. The Fueling Facility's pumps will be set back approximately 75 feet from the Bethlehem Pike right-of-way and approximately 300 feet from the Horsham Road right-of-way; and, therefore, complies with this requirement.

Section 230-77.C(4) Minimum Side Yard Setback = 10 ft.

As depicted on the Plan, the Fueling Facility's pumps will be set back approximately 45 feet from the Property's northern lot line and approximately 70 feet from the Property's southern lot line; and, therefore, complies with this requirement.

Section 230-77.D Minimum Rear Yard Setback = 40 ft.

Because the Property is a thru-lot, there is no rear yard or rear yard setback.

Section 230-77.E Maximum Building Coverage = 20%

The Property currently has a building coverage of approximately 19.3%. The demolition of the existing building and construction of the Fueling Facility will reduce the building coverage on the Property to approximately 5.2%; and, therefore, the Property complies with this requirement.

Section 230-77.F Maximum Impervious Coverage = 75%

The Property currently has an impervious coverage of approximately 77%. The redevelopment of the Property for the Fueling Facility will reduce the impervious coverage to approximately 60%; therefore, the Property complies with this requirement.

Section 230-77.G Minimum Green Area Coverage = 25%

The Property currently has green area coverage of only approximately 23%. The redevelopment of the Property for the Fueling Facility will increase the green area coverage to approximately 40%. Therefore, the Property complies with this requirement.

Section 230-78.A. A planting area no less than 25 feet in width of grass, lawns, shrubbery, evergreens and trees shall be planted and continuously maintained in a proper and attractive manner along all street frontages of property, exclusive of driveway and access areas, and along all sides and rear boundary lines. If the side or rear boundary lines abut commercial or industrial uses or zoning districts, the

required planting areas may be waived or reduced if deemed appropriate by the Board of Supervisors.

The Property currently is nonconforming with respect to this requirement. The redevelopment of the Property for the Fueling Facility, as depicted on the Plan, will add additional planting area and reduce the degree of the nonconformity, but will not strictly comply with this requirement. To the extent that a waiver is deemed to be required, Giant will request a waiver from this requirement as part of the land development process.

Section 230-78.B

All entrance- and access ways shall be of sufficient width, with widened radii where they meet the sides of roads and highways, to conveniently and safely accommodate the flow of traffic. The entrance- and access ways shall be designed, constructed and maintained to provide safe and efficient ingress and egress for traffic without undue congestion or interference with the normal traffic flow on the abutting streets and highways.

The entrance and access ways, as depicted on the Plan, comply with the regulations and will conveniently and safely accommodate the flow of traffic. Enclosed with this application is a Transportation Impact Assessment, prepared by McMahon Transportation Engineers & Planners, which evaluates the proposed redevelopment of the Property and its potential impact on the adjoining roadway system (the "Transportation Impact Assessment"). As evidenced by the Transportation Impact Assessment, the access is consistent with PennDOT's guidelines and will provide safe and efficient ingress and egress for traffic without undue congestion.

Section 230-78.D

Safe and efficient ingress and egress is to be provided to and from public streets serving the site without undue congestion to or interference with traffic flow within the Township.

As depicted on the Plan, ingress and egress will be provided by two access drives – a right-in/right-out only access drive along Bethlehem Pike and a full-movement access drive on Horsham Road. As evidenced by the Transportation Impact Assessment, the proposed access drives will not cause undue congestion to, or interference with, the traffic flow within the Township.

Section 230-78.E

No outdoor storage or display of merchandise, materials, equipment, products, parts, or commodities shall be permitted outside of the main or accessory building or structure, except for live-cut Christmas trees

subject to the provisions of Section 230-78.E(1).

There will be no storage or display of merchandise, materials, equipment, products, or commodities outside of the main building; and, therefore, the Property complies with this requirement.

Section 230-78.F

Waste Disposal. If stored outside of the building, waste shall be within a completely enclosed fenced-in area so as to conceal the materials.

As depicted on the Plan, a completely enclosed dumpster pad will be provided on the northeastern side of the convenience store building.

Section 230-78.G

Adequate off-street parking and loading shall be provided in accordance with Article XIX here.

The off-street parking and loading requirements in Article XIX are set forth below.

Section 230-134.C(1)

Required Parking. Retail store, shop or supermarket less than 20,000 sq. ft. total floor area which is not part of a shopping center: 6.5 parking spaces per 1,000 sq. ft. of total floor area.

The Fueling Facility's convenience store will contain approximately 5,000 sq. ft. of total floor area; therefore, 33 parking spaces are required. As depicted on the Plan, the Property will have 45 spaces; and, therefore, the Property complies with this requirement.

Section 230-136

In addition to required off-street parking spaces, the foregoing uses shall be provided with adequate off-street loading space.

As depicted on the Plan, the Property will have adequate off-street loading space; and, therefore, the Property complies with this requirement.

B. Specific Requirements for Gasoline Filling Stations

Under Section 230-142 of the Zoning Ordinance, gasoline filling station pumps may be located in the front yard so long as the pumps are no closer than 15 feet to the front lot line, unless otherwise specified in the district regulations. As depicted on the Plan, the Fueling Facility's pumps will be located more than 15 feet from the Property's front lot line along Bethlehem Pike. Therefore, the Fueling Facility complies with this requirement.

C. General Standards for Conditional Uses (Section 230-156.2.C)

The general standards that apply to all conditional uses are listed in Section 230-156.2.C of the Zoning Ordinance. Those requirements are reproduced (or summarized) in bold below. A brief discussion follows each requirement.

Section 230-156.2.C(1) **The proposed use is permitted by conditional use, and it will conform to the applicable regulations in the district in which it is located or any district regulations which may relate to or apply to the use, including but not limited to setbacks, building coverage, open space and buffering.**

As described above, the Fueling Facility is permitted by conditional use in the C District (Section 230-75.A(1)). The Fueling Facility will conform with all applicable regulations in the C District; and, therefore, complies with this requirement.

Section 230-156.2.C(2) **The proposed use will conform to the regulations applicable according to use and/or district, including but not limited to regulations contained in Article XVIII, Signs, Article XIX, Off-Street Parking and Loading, Article XX, Nonconforming Uses and Article XXI, Miscellaneous Provisions**

As described above, the Fueling Facility will conform to all C District regulations, including those regulations pertaining to signs, off-street parking and loading, nonconforming uses, and all other applicable regulations.

Section 230-156.2.C(3) **Points of vehicular access to the lot are provided at a distance from the intersections and other points of access and in number sufficient to prevent undue traffic hazards and obstruction to the movement of traffic.**

The Fueling Facility will be accessed by two points of vehicular access along Bethlehem Pike and along Horsham Road. Both points of access are a sufficient distance from intersections and other points of access, and are of a sufficient number, to prevent undue traffic hazards and obstruction to the movement of traffic, as evidenced by the Transportation Impact Assessment.

Section 230-156.2.C(4) **The location of the site with respect to the existing public roads giving access to it is such that the safe capacity of the public roads is not exceeded by the estimated traffic attracted or generated by the proposed use, and the traffic generated or attracted is not**

out of character with the normal traffic using said public roads.

As evidenced by the Transportation Impact Assessment, the Fueling Facility will not attract or generate traffic which exceeds the safe capacity of the public roads, nor will it attract or generate traffic that is out of character with the normal traffic using said roads.

Section 230-156.2.C(5) **A determination that the proposed use will not have an unwarranted impact on traffic in the area, either creating significant additional congestion in an area of existing congestion or posing a threat of significant additional congestion where there is a high probability of future congestion. In addition, the Board shall consider whether the proposed use will create any traffic hazard dangerous to the public safety.**

As evidenced by the Transportation Impact Assessment, the Fueling Facility will have a negligible impact on the congestion in the area and traffic will continue to operate at its current level of service. Therefore, the Fueling Facility complies with this requirement.

Section 230-156.2.C(6) **Screening of the proposed use from adjacent uses is sufficient to prevent the deleterious impact of the uses upon each other, considering the type, dimension and character of the screening.**

The Property is currently nonconforming with the planting yard requirements of Section 230-78. The proposed redevelopment of the Property will not comply strictly with those requirements but will provide additional planting areas and green space on the Property and reduce the degree of the nonconformity. The proposed redevelopment of the Property, as depicted on the Plan, is sufficient to prevent any perceived deleterious impact of the Fueling Facility on adjacent uses given the commercial nature of the neighborhood and the character of the screening.

Section 230-156.2.C(7) **The proposed use does not adversely affect or contradict Montgomery Township's Comprehensive Plan.**

The Fueling Facility complies with the requirements of the Zoning Ordinance, which was drafted to be consistent with the Township's Comprehensive Plan; therefore, the Fueling Facility will not adversely affect or contradict the Comprehensive Plan.

Section 230-156.2.C(8) **The proposed use meets the purpose described in Article I of this chapter.**

The purpose of the Zoning Ordinance is to promote "the health, safety, morals and the general welfare of the Township," as well as "to lessen congestion in the roads and

highways, to secure safety from fire, panic and other dangers, to provide adequate light and air, to prevent the overcrowding of land, to avoid undue congestion of population, to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public improvements, to conserve the value of buildings and to encourage the most appropriate use of land throughout the Township." The Fueling Facility is a highway oriented retail business meant to serve local residents and others, and will benefit the general welfare of the Township. The Fueling Facility will not negatively impact the congestion of the roads, nor will it impede the adequate provision of public services. The Fueling Facility is an appropriate use of the Property; and, therefore, complies with this requirement.

Section 230-156.2.C(9) The proposed use is suitable for the character of the neighborhood and the uses of the surrounding properties.

The Property is located within a well-developed commercial corridor and the surrounding properties include uses similar in size and intensity to the Fueling Facility. The Fueling Facility is suitable for the character of the neighborhood.

Section 230-156.2.C(10) The proposed use will not impair an adequate supply of light and air to adjacent property.

The Property complies with the Zoning Ordinance restrictions on height and building setbacks and the Fueling Facility will not otherwise impair an adequate supply of light and air to the adjacent properties.

Section 230-156.2.C(11) The proposed use will not adversely affect the public health, safety or general welfare.

The Fueling Facility complies with all applicable regulations and is consistent with the Township's Comprehensive Plan, as well as the purposes set forth in Article I of the Zoning Ordinance. The Fueling Facility will positively impact the neighborhood and the Township at large and will not adversely affect the public health, safety or general welfare.

Section 230-156.2.C(12) The proposed use will not adversely affect transportation or unduly burden water, sewer, school, park or other public facilities.

The Fueling Facility will be served by public water and public sewer. There are adequate public facilities to serve the Fueling Facility without undue burden.

Section 230-156.2.C(13) The proposed use shall not overcrowd land or create undue concentration of population or undue intensity of use.

The Property is located in a commercial corridor and the Fueling Facility will be consistent with the concentration and intensity of the development in this area of the

Township and will not result in undue concentration of population or in an undue intensity of use.

IV. CONCLUSION

For the foregoing reasons, Giant respectfully requests that the Board of Supervisors grant the requested conditional use to permit the proposed Fueling Facility on the Property.



NORTH

N/T Lands Of
The Public Association, LP
Ord Book 118, Page 114
See map to 4001.012
Parcel ID: 40-000-0001-001-1

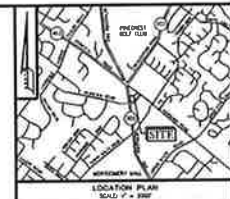
N/T Lands Of
Blue Properties
Ord Book 118, Page 114
See map to 4001.012
Parcel ID: 40-000-0001-001-1

N/T Lands Of
Blue Properties
Ord Book 118, Page 114
See map to 4001.012
Parcel ID: 40-000-0001-001-1

N/T Lands Of
Blue Properties, LLC
Ord Book 118, Page 114
See map to 4001.012
Parcel ID: 40-000-0001-001-1

N/T Lands Of
Mall Of Desperation of Pennsylvania
Ord Book 118, Page 114
See map to 4001.012
Parcel ID: 40-000-0001-001-1

BETHLEHEM PIKE (S.R. 0309)



SITE DATA:

- | | |
|------------------------|---|
| 1. EXISTING SITE: | CONCRETE |
| 2. PROPOSED USE: | RETAIL FOOD STORE (GROSS AREA 10,000 S.F.) |
| 3. EXISTING LOT AREA: | 10,000 S.F. (2.2 ACRES PROPOSED) |
| 4. EXISTING LOT WIDTH: | 100 FEET (EXISTING LOT WIDTH 100 FEET PROPOSED) |
| 5. EXISTING LOT DEPTH: | 100 FEET (EXISTING LOT DEPTH 100 FEET PROPOSED) |
| 6. EXISTING LOT AREA: | 10,000 S.F. (2.2 ACRES PROPOSED) |
| 7. EXISTING LOT AREA: | 10,000 S.F. (2.2 ACRES PROPOSED) |
| 8. EXISTING LOT AREA: | 10,000 S.F. (2.2 ACRES PROPOSED) |
| 9. EXISTING LOT AREA: | 10,000 S.F. (2.2 ACRES PROPOSED) |
| 10. EXISTING LOT AREA: | 10,000 S.F. (2.2 ACRES PROPOSED) |
| 11. EXISTING LOT AREA: | 10,000 S.F. (2.2 ACRES PROPOSED) |
| 12. EXISTING LOT AREA: | 10,000 S.F. (2.2 ACRES PROPOSED) |
| 13. EXISTING LOT AREA: | 10,000 S.F. (2.2 ACRES PROPOSED) |

PARKING DATA:

- | | |
|-----------------------------|-----------|
| 1. PARKING REQUIREMENT: | 10 SPACES |
| 2. PARKING SPACES REQUIRED: | 10 SPACES |
| 3. PARKING SPACES PROVIDED: | 10 SPACES |

GENERAL NOTES:

1. THE SITE IS LOCATED WITHIN THE BETHLEHEM PIKE CORRIDOR, AS SHOWN ON THE MAP. THE SITE IS LOCATED WITHIN THE BETHLEHEM PIKE CORRIDOR, AS SHOWN ON THE MAP. THE SITE IS LOCATED WITHIN THE BETHLEHEM PIKE CORRIDOR, AS SHOWN ON THE MAP.



GIANT FOOD STORE #6265 @ MONTGOMERY TOWNSHIP

J. Michael Brill & Associates, Inc.
consulting engineers

1 OF 1

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Escrow Release #8 LD/S #643 for Kidalas Court – 1215 Kenas Road

MEETING DATE: December 17, 2012

ITEM NUMBER: #9

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Candyce Fluehr Chimera
Chairman

BACKGROUND:

Attached is a construction escrow release for Kidalas Court as recommended by the Township Engineer. The original amount of the escrow was \$386,616.82, held as cash. This release is in the amount of \$14,390.00. This is the eighth escrow release for this project. The new balance in escrow is \$104,935.78.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

Approve or not approve the construction escrow release.

BUDGET IMPACT:

None.

RECOMMENDATION:

That this construction escrow be released.

MOTION/RESOLUTION:

The Resolution is attached.

MOTION _____

SECOND _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
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.

RELEASE OF ESCROW FORM

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

Date: 10-16-2012

RE: **DEVELOPMENT NAME:** Kidalas Court – 1215 Kenas Road
PHASE: Initial Improvements

CA Job #: 105-610A
Release #: 8

Dear Mr. Hanna:

This is an escrow release request from Emil Saladik in the amount of \$ 16,890.00. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

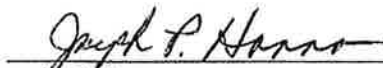
ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.

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

Date: 11-30-2011

Dear Mr. Gregan:

We have reviewed the developer's request for an escrow release. We, therefore, recommend that \$ 14,390.00 be released. These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected.



Joseph P. Hanna, P.E.

Resolution # _____

WHEREAS, a request for release of escrow was received from EMIL SALADIK for Kidalas Court in the amount of \$ 16,890.00, on the representation that work set forth in the Land Development Agreement to that extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$ 14,390.00; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$ 14,390.00; in accordance with the developer's request, and the officers of the Township are authorized to take the necessary action to obtain release of said sum. BE IT FURTHER RESOLVED that Township records indicate that escrow has been deposited via CASH ESCROW with Montgomery Township in a total sum of \$ 386,616.82 pursuant to a signed Land Development Agreement and that \$ 281,681.04 has previously been release from this escrow. Therefore, the action of the Board is releasing said sum leaves a new balance of \$ 104,935.78 in escrow.

MOTION BY: _____

VOTE: _____

SECOND BY: _____

DATED: _____

RELEASED BY: _____

Department Director



Chambers Associates, Inc.

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

November 30, 2012

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

**Subject: Kidalas Court - 1215 Kenas Road – Escrow Release # 8
Job # 105-610A/Twp. Ref. #LD/S-643**

Dear Larry:

In accordance with Section 509(j) of the Pennsylvania Municipal Planning Code, Emil Saladik requested the release of \$16,890.00 on October 16, 2012 for work completed in accordance with the approved plans.

This letter is to certify that the improvements attached to this letter in the amount of \$14,390.00 have been completed.

The request for release of the As-built Drawings in the amount of \$2,500.00 is denied at this time, as As-built Drawings have not been submitted.

Please be advised that these improvements will be subject to a final inspection prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected.

If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

Edward Slaw
/jvr
Enclosures

C via e-mail: Bruce Shoupe, Montgomery Township Planning & Development
Frank Bartle, Esquire
Emil Saladik
Montgomery Township Board of Supervisors

October 16, 2012

MEMO

TO: Chambers Assoc.

FROM: Emil Saladik

SUBJECT: Request for escrow release #8 (Oct 16, 2012)

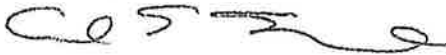
PROJECT: Kidalas Court- Mont Twsp

This memo indicates a request to release \$16890.00 for the items identified in the escrow release spreadsheet that is attached with this email. The items include the following:

2 driveway aprons @ 1290.00
As-built drawings@ 2500.00
Construction Stakeout @ 300.00
Street Lighting@ 12,800.00

Total Requested- \$16890.00

Thank you,

A handwritten signature in black ink, appearing to read 'Emil S. Saladik', with a stylized flourish at the end.

Emil S. Saladik

ESCROW FORM

PROJECT: Kdalis Court

TWP/BORO: Montgomery
DATE: 11/30/12

\$14,390.00 AMOUNT PAYABLE
\$281,681.04 TOTAL RELEASED TO DATE

\$386,616.82 ORIGINAL ESCROW AMOUNT
\$267,291.04 PRIOR ESCROW RELEASED
\$14,390.00 CURRENT ESCROW RELEASE REQUEST
\$104,935.79 BALANCE AFTER CURRENT RELEASE

RELEASE # :
ESTIMATED COMPLETION DATE :

8

JOB # :
105-610A

ITEM	UNIT PRICE	ESCROW QUANTITY	UNIT	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL
Demo & Clearing								
Clearing	\$11,137.50	1 ls		\$11,137.50		\$0.00	1	\$11,137.50
Remove Exst. Driveway Pipe	\$250.00	1 ls		\$250.00		\$0.00	1	\$250.00
Relocate Exst. Speed Limit Sign	\$25.00	1 ls		\$25.00		\$0.00	1	\$25.00
Traffic Control								
Traffic Control	\$4,003.20	1 ls		\$4,003.20		\$0.00	1	\$4,003.20
Erosion Control								
Construction Entrance	\$1.00	2465 sf		\$2,465.00		\$0.00	2465	\$2,465.00
Tree Protection Fence	\$2.81	1165 lf		\$3,273.65		\$0.00	1165	\$3,273.65
18" Silt Fence	\$1.88	375 lf		\$705.00		\$0.00	375	\$705.00
30" Silt Fence	\$2.06	665 lf		\$1,369.90		\$0.00	665	\$1,369.90
Inlet Protection	\$131.25	12 ea		\$1,575.00		\$0.00	12	\$1,575.00
Temp Seed Basin & Easements	\$0.20	20100 sf		\$4,020.00		\$0.00	20100	\$4,020.00
Temp Seed Stockpile	\$750.00	1 ls		\$750.00		\$0.00	1	\$750.00
Temp Seed Lot Stockpiles	\$1,200.00	1 ls		\$1,200.00		\$0.00	1	\$1,200.00
Kenas Rd Inlet Protection	\$131.25	6 ea		\$787.50		\$0.00	6	\$787.50
Earthwork								
Strip/Stockpile Topsoil	\$1.97	1256 cy		\$2,474.32		\$0.00	1256	\$2,474.32
Strip/Stockpile Topsoil at Basin	\$7.97	650 cy		\$5,180.50		\$0.00	650	\$5,180.50
Basin Trench Keyway	\$6.66	135 cy		\$899.10		\$0.00	135	\$899.10
Cut/Fill	\$3.47	106 cy		\$367.82		\$0.00	106	\$367.82
Cut Export	\$8.52	329 cy		\$2,803.08		\$0.00	329	\$2,803.08
Cut Export Roadway	\$8.52	396 cy		\$3,373.92		\$0.00	396	\$3,373.92
Cut/Fill Shoulder	\$3.47	40 cy		\$138.80		\$0.00	40	\$138.80
Cut/Fill Easements	\$3.47	45 cy		\$156.15		\$0.00	45	\$156.15
Cut/Fill Culdesac Shoulder	\$3.47	20 cy		\$69.40		\$0.00	20	\$69.40
Cut Export Easements	\$8.52	30 cy		\$255.60		\$0.00	30	\$255.60
Cut Kenas Rd Shoulder	\$3.47	82 cy		\$284.54		\$0.00	82	\$284.54
Cut Export Kenas Rd Shoulder	\$12.80	100 cy		\$1,280.00		\$0.00	100	\$1,280.00
Return Topsoil to Basin & Easements	\$3.47	455 cy		\$1,578.85		\$0.00	455	\$1,578.85
Return Topsoil to Culdesac Shoulder	\$4.33	86 cy		\$372.38		\$0.00	86	\$372.38
Return Topsoil to Kenas Rd Shoulder	\$4.33	65 cy		\$281.45		\$0.00	65	\$281.45
Strip Lot 2	\$1.97	373 cy		\$734.81		\$0.00	373	\$734.81
Strip Lot 3	\$1.97	324 cy		\$638.28		\$0.00	324	\$638.28
Strip Lot 4	\$1.97	243 cy		\$478.71		\$0.00	243	\$478.71
Strip Lot 5	\$1.97	396 cy		\$780.12		\$0.00	396	\$780.12
Strip Lot 6	\$1.97	296 cy		\$583.12		\$0.00	296	\$583.12
Strip Lot 7	\$1.97	407 cy		\$801.79		\$0.00	407	\$801.79

ESCROW FORM

PROJECT: Kidnills Court

TWP/BORO: Montgomery
DATE: 11/30/12

\$14,390.00 AMOUNT PAYABLE
\$281,681.04 TOTAL RELEASED TO DATE

\$386,616.82 ORIGINAL ESCROW AMOUNT
\$267,291.04 PRIOR ESCROW RELEASED
\$14,390.00 CURRENT ESCROW RELEASE REQUEST
\$104,935.79 BALANCE AFTER CURRENT RELEASE

RELEASE # :
ESTIMATED COMPLETION DATE :

8

JOB # :
105-510A

ITEM	UNIT PRICE	ESCROW QUANTITY	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL
<u>Storm Sewer</u>							
15" CCP W/ full depth stone backfill	\$20.97	200 lf	\$4,194.00		\$0.00	200	\$4,194.00
15" CCP W/ 1' stone cover	\$20.97	654 lf	\$13,714.38		\$0.00	654	\$13,714.38
Inlet # 3	\$1,957.72	1 ea	\$1,957.72		\$0.00	1	\$1,957.72
Inlet # 4A	\$991.98	1 ea	\$991.98		\$0.00	1	\$991.98
Inlet # 4B	\$991.98	1 ea	\$991.98		\$0.00	1	\$991.98
Inlet # 4C	\$992.09	1 ea	\$992.09		\$0.00	1	\$992.09
Inlet # 4D	\$1,064.50	1 ea	\$1,064.50		\$0.00	1	\$1,064.50
Inlet # 5	\$1,190.03	1 ea	\$1,190.03		\$0.00	1	\$1,190.03
Inlet # 6	\$1,033.55	1 ea	\$1,033.55		\$0.00	1	\$1,033.55
Inlet # 7	\$1,008.50	1 ea	\$1,008.50		\$0.00	1	\$1,008.50
Inlet # 8	\$1,075.49	1 ea	\$1,075.49		\$0.00	1	\$1,075.49
Inlet # 14	\$1,064.40	1 ea	\$1,064.40		\$0.00	1	\$1,064.40
Inlet # 15	\$1,028.06	1 ea	\$1,028.06		\$0.00	1	\$1,028.06
Inlet # 17	\$1,058.23	1 ea	\$1,058.23		\$0.00	1	\$1,058.23
<u>Storm Sewer - Kenas Road</u>							
Sawcut	\$1.39	80 lf	\$111.20		\$0.00	80	\$111.20
Remove Blacktop	\$12.08	15 sy	\$181.20		\$0.00	15	\$181.20
15" RCP W/full depth stone backfill	\$108.71	3 lf	\$326.13		\$0.00	3	\$326.13
15" CCP W/full depth stone backfill	\$93.18	11 lf	\$430.98		\$0.00	11	\$430.98
18" CCP W/full depth stone backfill	\$35.36	424 lf	\$14,992.64		\$0.00	424	\$14,992.64
24" CCP W/full depth stone backfill	\$53.34	59 lf	\$3,147.06		\$0.00	59	\$3,147.06
15" CCP Flared End Section	\$244.57	1 ea	\$244.57		\$0.00	1	\$244.57
18" CCP Flared End Section	\$297.00	1 ea	\$297.00		\$0.00	1	\$297.00
6" Base Drain	\$13.88	515 lf	\$7,148.20		\$0.00	515	\$7,148.20
Tie Into Existing Inlet	\$187.50	1 ea	\$187.50		\$0.00	1	\$187.50
Connect Exist. RCP to CMP	\$119.34	1 ea	\$119.34		\$0.00	1	\$119.34
Inlet # 2	\$1,222.69	1 ea	\$1,222.69		\$0.00	1	\$1,222.69
Inlet # 9	\$1,196.43	1 ea	\$1,196.43		\$0.00	1	\$1,196.43
Inlet # 10	\$1,198.25	1 ea	\$1,198.25		\$0.00	1	\$1,198.25
Inlet # 11	\$1,193.30	1 ea	\$1,193.30		\$0.00	1	\$1,193.30
Inlet # 18	\$1,377.89	1 ea	\$1,377.89		\$0.00	1	\$1,377.89
Temp Paving	\$37.50	15 sy	\$562.50		\$0.00	15	\$562.50
Traffic Control	\$2,250.00	1 ea	\$2,250.00		\$0.00	1	\$2,250.00
<u>Concrete Work</u>							
Excavate and Backfill Curb	\$2.15	750 lf	\$1,612.50		\$0.00	750	\$1,612.50
18" Curb	\$11.34	750 lf	\$8,505.00		\$0.00	750	\$8,505.00
Excavate and Backfill Sidewalk	\$0.35	3060 sf	\$1,071.00		\$0.00	3060	\$1,071.00
4" Concrete Sidewalk w/ 4" stone	\$4.13	3060 sf	\$12,637.80		\$0.00	3060	\$12,637.80
6" Driveway Apron w/ 6" stone	\$645.00	7 ea	\$4,515.00	2	\$1,290.00	2	\$1,290.00
<u>Concrete Work - Kenas Road</u>							
Excavate and Backfill Curb	\$2.27	510 lf	\$1,157.70		\$0.00	510	\$1,157.70
18" Curb	\$12.71	510 lf	\$6,482.10		\$0.00	510	\$6,482.10
Excavate and Backfill Sidewalk	\$0.35	1955 sf	\$684.25		\$0.00	1955	\$684.25
4" Concrete Sidewalk w/ 4" stone	\$4.13	1955 sf	\$8,074.15		\$0.00	1955	\$8,074.15
Handicap Ramps w/ Truncated Domes	\$375.00	2 ea	\$750.00		\$0.00	2	\$750.00
Traffic Control	\$450.00	1 ls	\$450.00		\$0.00	1	\$450.00

ESCROW FORM

PROJECT: Kdalis Court

TWP/BORO: Montgomery
DATE: 11/30/12\$14,390.00 AMOUNT PAYABLE
\$281,681.04 TOTAL RELEASED TO DATE

\$386,616.82 ORIGINAL ESCROW AMOUNT

\$267,291.04 PRIOR ESCROW RELEASED

\$14,390.00 CURRENT ESCROW RELEASE REQUEST

\$104,935.79 BALANCE AFTER CURRENT RELEASE

RELEASE #:

ESTIMATED COMPLETION DATE:

8

JOB #:

105-610A

ITEM

ITEM	UNIT PRICE	ESCROW QUANTITY	UNIT	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL
<u>Paving</u>								
Fine Grade	\$0.75	1835 SY		\$1,376.25		\$0.00	1835	\$1,376.25
3" 2A Stone Base	\$1.91	1835 Y		\$3,504.85		\$0.00	1835	\$3,504.85
5" Superpave 25mm Base	\$17.22	1835 SY		\$31,598.70		\$0.00	1835	\$31,598.70
Sweep & Tack Coat	\$1.48	1835 SY		\$2,715.80		\$0.00	0	\$0.00
1.5" Superpave 9.5mm Wearing	\$6.30	1835 SY		\$11,560.50		\$0.00	0	\$0.00
AC-20 Sealer	\$562.50	1 ls		\$562.50		\$0.00	0	\$0.00
<u>Kenas Road Trench Restoration</u>								
Remove Temp Paving	\$6.04	50 SY		\$302.00		\$0.00	50	\$302.00
8" Superpave 25mm Base	\$40.47	50 SY		\$2,023.50		\$0.00	50	\$2,023.50
2" Superpave 19mm Binder	\$19.13	50 SY		\$956.50		\$0.00	50	\$956.50
Sweep & Tack Coat	\$1.48	76 SY		\$112.48		\$0.00	76	\$112.48
1" Neat Cut	\$3.33	240 lf		\$799.20		\$0.00	240	\$799.20
1.5" Superpave 9.5mm Wearing	\$14.28	76 SY		\$1,085.28		\$0.00	76	\$1,085.28
AC-20 Sealer	\$0.75	240 lf		\$180.00		\$0.00	240	\$180.00
Traffic Control	\$373.00	1 ls		\$373.00		\$0.00	1	\$373.00
<u>Kenas Road Widening</u>								
Fine Grade	\$1.13	635 SY		\$717.55		\$0.00	635	\$717.55
6" 2A Stone Base	\$3.62	635 SY		\$2,298.70		\$0.00	635	\$2,298.70
8" Superpave 25mm Base	\$28.03	635 SY		\$17,799.05		\$0.00	635	\$17,799.05
2" Superpave 19mm Binder	\$7.94	635 SY		\$5,041.90		\$0.00	635	\$5,041.90
Sweep & Tack Coat	\$1.48	635 SY		\$939.80		\$0.00	635	\$939.80
1" Neat Cut	\$3.33	560 lf		\$1,864.80		\$0.00	560	\$1,864.80
1.5" Superpave 9.5mm Wearing	\$7.81	695 SY		\$5,427.95		\$0.00	695	\$5,427.95
AC-20 Sealer	\$0.75	1070 lf		\$802.50		\$0.00	1070	\$802.50
Traffic Control	\$1,700.00	1 ls		\$1,700.00		\$0.00	1	\$1,700.00
<u>Striping & Signs</u>								
Stop Sign	\$168.75	1 ea		\$168.75		\$0.00	1	\$168.75
Striping	\$5,362.50	1 ls		\$5,362.50		\$0.00	1	\$5,362.50
<u>Site Lighting</u>								
Site Lighting	\$12,800.00	1 ls		\$12,800.00	1	\$12,800.00	1	\$12,800.00
<u>Landscaping</u>								
<u>Shade Trees</u>								
Red Maple - Sun Valley	\$385.00	11 ea		\$4,235.00		\$0.00	5	\$1,925.00
Red Maple - Autumn Flame	\$385.00	23 ea		\$8,855.00		\$0.00	6	\$2,310.00
Red Maple - Red Sunset	\$385.00	14 ea		\$5,390.00		\$0.00	0	\$0.00
Black Oak	\$385.00	24 ea		\$9,240.00		\$0.00	0	\$0.00
Green Ash - Patmore	\$385.00	14 ea		\$5,390.00		\$0.00	0	\$0.00
Honeylocust - Haika	\$385.00	6 ea		\$2,310.00		\$0.00	0	\$0.00
<u>Evergreen Trees</u>								
White Fir	\$285.00	5 ea		\$1,425.00		\$0.00	0	\$0.00
<u>Ornamental Trees</u>								
Autumn Flowering Cherry	\$325.00	5 ea		\$1,625.00		\$0.00	0	\$0.00
Serviceberry	\$325.00	6 ea		\$1,950.00		\$0.00	0	\$0.00
Flowering Dogwood	\$325.00	6 ea		\$1,950.00		\$0.00	0	\$0.00
<u>Shrubs</u>								
Arrowwood Viburnum	\$65.00	18 ea		\$1,170.00		\$0.00	0	\$0.00
Butanbush	\$65.00	8 ea		\$520.00		\$0.00	0	\$0.00
Elderberry	\$65.00	30 ea		\$1,950.00		\$0.00	0	\$0.00
Winterberry Holly	\$65.00	18 ea		\$1,170.00		\$0.00	0	\$0.00

ESCROW FORM

PROJECT: Kidalis Court

RELEASE # :

ESTIMATED COMPLETION DATE :

JOB # :
105-610A

TWP/BORO: Montgomery
DATE: 11/30/12

8

\$386,616.82 ORIGINAL ESCROW AMOUNT
\$267,251.04 PRIOR ESCROW RELEASED
\$14,390.00 CURRENT ESCROW RELEASE REQUEST
\$104,935.79 BALANCE AFTER CURRENT RELEASE

\$14,390.00 AMOUNT PAYABLE
\$281,681.04 TOTAL RELEASED TO DATE

ITEM	UNIT PRICE	ESCROW QUANTITY	UNIT	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL
Ground Cover								
Virginia Creeper	2-1/4" pot	\$15.00	62 ea	\$930.00		\$0.00	0	\$0.00
Miscellaneous								
Construction Stakeout		\$15,000.00	1 ls	\$15,000.00	0.02	\$300.00	0.96666663	\$14,500.00
Pins & Monuments		\$3,200.00	1 ls	\$3,200.00		\$0.00	0.109374	\$350.00
As-Built Drawings		\$4,500.00	1 ls	\$4,500.00		\$0.00	0	\$0.00
Sub-Total				\$351,469.84		\$14,390.00		\$281,681.04
10% Contingency				\$35,146.98	1 ls	\$0.00	0	\$0.00
Total Escrow				\$386,616.82				
Engineering and Legal Cash Escrow				\$ 20,000.00				

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Deed of Dedication – Todi Subdivision LD/S#530

MEETING DATE: December 17, 2012

ITEM NUMBER: #10

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Candyce F. Chimera
Chairman

BACKGROUND:

Attached is the Deed of Dedication for the Todi Subdivision. This is for the area between the legal and ultimate Right-of-Way along County Line Road. The deed was submitted at the time of the Subdivision approval in 2000, but apparently was never accepted or recorded.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

The Board could accept the deed of dedication. OR The Board could choose not to accept the deed of dedication.

BUDGET IMPACT:

None.

RECOMMENDATION:

Acceptance of the deed of dedication.

MOTION/RESOLUTION:

The resolution is attached.

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.

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby accept the deed of dedication from Todi Living Trust for the area between the legal and ultimate Right of Way along County Line Road, in conjunction with the Todi Subdivision.

BE IT FURTHER RESOLVED that this acceptance is contingent upon all Township fees being paid.

BE IT FURTHER RESOLVED that the Solicitor is hereby authorized to record the deed in the Montgomery County Courthouse.

MOTION BY:

SECOND BY:

VOTE:

DATE:

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

This is to certify that the above is a true and correct copy of Resolution # , enacted by the Board of Supervisors of Montgomery Township on December 12, 2012.

Assistant Secretary

DEED OF DEDICATION

THIS INDENTURE, made this 12th day of June, 2000, by and between NAND TODI, individually and as Trustee for TODI LIVING TRUST (hereinafter referred to as "GRANTORS"),

AND

MONTGOMERY TOWNSHIP, a Township and municipal corporation of the Commonwealth of Pennsylvania (hereinafter referred to as "GRANTEE"),

W I T N E S S E T H:

THAT GRANTORS, intending to be legally bound hereby and for and in consideration of the advantages to them accruing, as well as for diverse other considerations affecting the public welfare which it seeks to advance, have granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents do herewith grant, bargain, sell, alien, enfeoff, release and confirm unto GRANTEE, its successors and assigns,

ALL THAT CERTAIN part and parcel of land located inside the ultimate right-of-way line at and along County Line Road as the same abuts County Parcel Numbers 46-00-00565-001 (late of Marie Snyder), 46-00-00562-004 (now of Joseph A. Beatty), and 46-00-00559-00-7 (now of Julian Preisler) and as laid out on a Plan of Subdivision prepared for Shashi Todi and Nand Todi by Richard C. Mast Associates, Inc., of Lederach, Pennsylvania, last revised January 19, 2000, and about to be recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, as follows:

BEGINNING at a point situate in the center line of County Line Road located sixteen hundred feet, more or less, Southeast from the center line of Stump Road, said point being a corner of lands of Peter Lesenko and Barbara Stevens with lands late of Marie Snyder; thence from the point and place of beginning, South forty-three degrees, thirty-seven minutes, fifty-eight seconds East, one thousand one hundred eighty-nine and seven one-hundredths feet along center line of County Line Road to a point, a corner of lands of Julian C. Preisler and now or late of Montgomery Township, thence South forty-seven degrees, four minutes, fifty-eight seconds West crossing an iron pin (found), forty-four and thirty-seven one-hundredths feet to a point a corner in line of lands of Preisler and Montgomery Township, thence North forty-three degrees, thirty-eight minutes, fifty-nine seconds West along the ultimate right-of-way line of County Line Road one thousand one hundred eighty-nine and one-tenths feet to a point in line of lands late of Marie Snyder and Peter Lesenko and Barbara Stevens, thence North forty-seven degrees, eight minutes East crossing an iron pin (found) forty-four and seventy-three feet to the point and place of beginning in the center line of County Line Road.

BEING as to a part of the above-described tract or piece of land part of lands conveyed by Marie Snyder to Nand Todi by a Deed dated December 14, 1999, and recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Deed Book 5302, page 00173 & c. and as to the balance of lands, parts of certain premises granted and conveyed this date by Joseph A. Beatty and Clair Beatty, his wife, and also parts of lands conveyed by Julian Preisler by separate Deeds to Todi Living Trust, the Deeds for which are to be forthwith recorded.

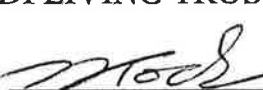

TO HAVE AND TO HOLD the said right-of-way above described unto GRANTEE to and for the only use and behoof of GRANTEE, its successors and assigns forever, to the same extent and with the same effect as if said street had been opened by eminent domain after proceedings duly had for that purpose under and pursuant to the Township, the Eminent Domain Code and any other applicable law of the Commonwealth of Pennsylvania.

person whomsoever lawfully claiming or to claim the same or any part thereof by, from or under it, shall and will warrant and forever defend.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

GRANTOR:

TODI LIVING TRUST

By:  
Nand Todi, Trustee
& Shashi Todi, Trustee


Nand Todi

The foregoing Deed of Dedication is accepted.

GRANTEE:
TOWNSHIP OF MONTGOMERY

BY: _____
Chairman, Board of Supervisors

ATTEST: _____

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF MONTGOMERY :

SS

On this, the day of , 2000, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared , who acknowledged himself to be the Chairman of the Board of Supervisors of the Township of Montgomery, and that he as such Chairman, being authorized to do so, and acknowledged that he executed the foregoing in the capacity therein stated for the purposes therein contained and desired the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal the day and year first above written.

Notary Public

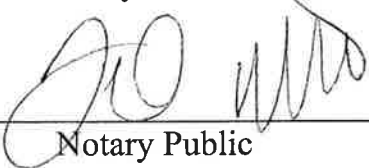
COMMONWEALTH OF PENNSYLVANIA;

SS

COUNTY OF MONTGOMERY :

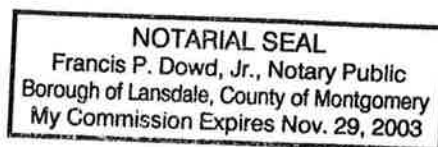
On this, the 12th day of June, A.D. 2000, before me, a notary public in and for the Commonwealth of Pennsylvania, personally appeared Nand Todi ^{& Sash: Todi}, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained and who acknowledged himself to be a Trustee of the Todi Living Trust, and that he as such Trustee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Trust by himself as Trustee.

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



Notary Public

c:\o\todi\dedicationdeed



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Appointment of Design Professionals for Sprinkler and Alarm Plan Reviews

MEETING DATE: December 17, 2012

ITEM NUMBER: #11

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
 Director of Planning and Zoning

BOARD LIAISON: Candyce F. Chimera
 Chairman



BACKGROUND:

This year, the complexity of the permit applications submitted for sprinkler and alarm system plan reviews has caused a back log within the department. The plans submitted are very complex, highly advanced systems which require design professionals to review.

In the past myself and Rick Lesniak, Director of Fire Services have utilized All State Design Group for sprinkler plan reviews and Phiscon Enterprises for alarm system and backup sprinkler systems reviewer. Both of these firms have many years of experience in designing and reviewing plans for municipal clients. The fee charged to municipal clients is reduced, as a way of these two companies giving back to local government. Their proposals are attached.

PREVIOUS BOARD ACTION:

None

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

ALTERNATIVES/OPTIONS:

Approve or not approve the contract.

BUDGET IMPACT:

The fee charged for these reviews would be covered by the permit fee charged.

RECOMMENDATION:

Staff requests further direction from the Board.

MOTION/RESOLUTION:

The Resolution is attached.

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.

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the proposals by and between All State Design Group Inc. and Phiscon Enterprises, Inc., for sprinkler and alarm design reviews.

MOTION BY:

SECOND BY:

VOTE:

DATE:

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

All State Design Group Inc.

P O Box 3170

Warminster PA 18974

215-850-1672

October 16, 2012

Montgomery Township
1001 Stump Road
Montgomeryville PA 18936-9605

Attn: Bruce Shoupe

Proposal

All State Design Group Inc. proposes to provide Third Party Plan Review Services for fire protection sprinkler design to Montgomery Township based on the following parameters:

Plan reviews will strictly in accordance with NFPA codes and standards and based on the information provided with respect to water supply, type of construction and type of hazard. Final acceptance is the responsibility of the township and/or the Authority Having Jurisdiction.

Fee schedule is as follows:

We normally charge \$0.25 per sprinkler head, with a minimum charge of \$100.00 per submission.

All State Design Group Inc. will provide prompt and courteous service and welcomes the opportunity to provide this service.

Thank you for your attention in this matter.


Philip L. Gaughan, S.E.T

Montgomery Township Official

10/23/12
Date

Date

Phiscon Enterprises, Inc

121 West Merchant Street

Audubon, New Jersey 08106

(856) 310-9088 Fax (856) 310-0487

October 16, 2012

Montgomery Township
1001 Stump Road
Montgomeryville PA 18936-9605

Attn: Bruce Shoupe

RE: Fire Protection Reviews

Dear Mr. Shoupe,

I am pleased to provide this proposal for Phiscon Enterprises, Inc. to provide a Third Party Plan Review Services for fire protection designs.

I. The scope of this proposal includes the following:

1. Phiscon Enterprises, Inc. proposes to provide Third Party Plan Review Services for fire protection designs to Montgomery Township.
2. Plan reviews will strictly in accordance with NFPA codes and standards and based on the information provided with respect to water supply, type of construction and type of hazard. Final acceptance is the responsibility of the township and/or the Authority Having Jurisdiction.
3. Answer any technical questions from contractors of local code official

II. Conditions:

1. All plans will be reviewed promptly and either UPS ground or the US Post Office will be used.

Mailing Address

213 South Davis Avenue

Audubon, New Jersey 08106

III. Cost for reviews:

1. All sprinkler systems will be billed \$0.25 per sprinkler head, with a minimum charge of \$100.00 per submission.
2. All fire alarm and special hazard systems will be billed based on number of zones and or systems, with a minimum charge of \$100.00 per submission.
3. If attendance at meetings or site visits is needed they will be billed at the time and expense rate of \$150.00 per hour.

Phiscon Enterprises, Inc. proposes to provide these services based on the following:

1. Work to be invoices as work is completed.
2. All invoices are payable in 30 days for all completed work.

Mr. Shoupe, thank you for this opportunity to provide this proposal. If this is acceptable please acknowledge below and if any additional information is needed please let us know.

Sincerely,

Philip Sconyo

Philip Sconyo, PE
President
PS/pd

The following acknowledges acceptance of this proposal.

Accepted By: _____

Title: _____

Date: _____

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Montgomery Township Sewer Authority 2013 Budget

MEETING DATE: December 17, 2012 ITEM NUMBER: #12

MEETING/AGENDA: ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager  BOARD LIAISON: Joseph P. Walsh, Vice Chairman
Liaison - MTMSA

BACKGROUND:

Attached please find a copy of the 2013 Montgomery Township Sewer Authority Budget for your consideration. The MTMSA approved this budget at their regular meeting on November 26, 2012.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider approval of the MTMSA 2013 Budget.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Montgomery Township Sewer Authority Budget for the fiscal year 2013 for the period from January 1, 2013 to December 31, 2013.

MOTION: _____

SECOND: _____

ROLL CALL:

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

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

MONTGOMERY



TOWNSHIP MUNICIPAL SEWER AUTHORITY

1001 STUMP ROAD, MONTGOMERYVILLE, PA 18936-9605

TELEPHONE (215) 393-6930
FAX (215) 362-8711

December 13, 2012

To: Montgomery Township Board of Supervisors
Larry Gregan, Township Manager

From: Karyn L. Koerwer
Montgomery Township Municipal Sewer Authority Manager

Re: 2013 Operating and Capital Budgets

Attached please find a copy of our 2013 Operating and Capital Budget.

MONTGOMERY



TOWNSHIP

MUNICIPAL SEWER AUTHORITY

1001 STUMP ROAD, MONTGOMERYVILLE, PA 18936-9605



Accomplishments to Date

- Deposited/collected Maintenance escrows (\$175,000 of un-deposited checks found in drawer)
- Improved reporting for reimbursement of Legal & Engineering escrows
- Joined forces with Public Works on new road repaving work
- Upgraded computers and general ledger, accounts payable and payroll system which led to better reporting
- Stopped unnecessary overtime payments (\$110,000 over time in 2011)
- Reviewed commercial files to verify capacity. There is now a system in place to monitor usage regularly.
- Instituted the use of a Professional Services Contract
- Improved collection process for delinquent accounts
- New banking relationship for improved productivity and timeliness of deposits
- Delegated responsibility for management of budgets
- Reviewed and subsequently increased fees charged by Authority
- Improved office productivity and professionalism - Authority email address system, change in personnel with resulted in annual saving of over \$100,000.
- Improved relations with township personnel and residents
- Established record retention program
- Considerable I/I performed by staff to satisfy DEP on flows which resulted in successfully lifting connection ban
- Improved communications with the board
- Built sound barrier berm between Eureka site & “the Present”

REVENUE		2011	2012 BUDGET	CURRENT JAN - Sept 2012	Budget 2013	%Variance
Residential Sewer Rental		4,066,379			4,615,000	13%
Sewer Rent Hatfield Res.	2,130,858			1,764,021	2,400,000	
Sewer Rent Misco	98,369			74,271	100,000	
Sewer Rent Lower Gwynedd	134,167			126,471	170,000	
Sewer Rent Chalfont/New Britian	47,442			37,601	52,000	
Sewer Rent Lansdale	13,640			17,209	23,000	
Sewer Rent Eureka Res.	1,194,211			1,005,965	1,350,000	
Sewer Rent Upper Gwynedd Res.	298,842			250,270	335,000	
Sewer Rent Neshaminy Falls	148,850			137,597	185,000	
Commercial Sewer Rental		799,574		3,413,406	948,000	19%
Sewer Rent Hatfield Commercial	460,284			403,393	555,000	
Sewer Rent Eureka Commercial	274,569			230,145	310,000	
Sewer Rent Upper Gwynedd Commercial	64,720			61,527	83,000	
Total Sewer rentals		4,865,953		695,065	5,563,000	14%
Other Revenue		522,848		4,108,471	543,207	4%
Penalties/Interest on Sewer Rent	57,731			4,042	7,000	
Certification Fees	7,280			9,475	13,000	
Admin Fees Developers	2,298			-	-	
Tapping Fees	111,302			494,938	150,000	
Lateral Inspection				680	1,000	
Connection Fee				250	375	
Auxiliary Waste Income	234,187			191,221	286,832	
Rental Income	9,775			8,810	15,000	
Interest Income	8,706			4,837	7,000	
Dividend Income				8,585	8,000	
Grant Income	82,824			-	-	
Miscellaneous Income	8,745			41,082	55,000	
Total Revenues		5,388,801	5,595,000	763,919	6,106,207	13%

	2011	2012 BUDGET	CURRENT JAN - Sept 2012	Budget 2013	%Variance
Knapp Road Pumping Station	49,438		18,303	32,700	-34%
Maintenance & Repairs	27,265		6,060	7,500	
Telephone	129		-	150	
Water	92		18	50	
Electric	21,952		12,225	25,000	
Eureka WWTP	848,283		454,747	679,500	-20%
Maintenance & Repairs	220,337		83,519	150,000	
Water	101		143	250	
Electric	261,583		227,363	325,000	
Trash/Grit Removal	145,164		509	3,000	
Pest Control			1,568	2,500	
Security Load Shaver			175	250	
Chemicals	195,373		111,375	150,000	
Laboratory	6,290		13,040	18,500	
Outside Laboratory	19,436		17,055	30,000	
Park Creek I Pumping Station	33,094		8,307	25,050	-24%
Maintenance & Repairs	22,802		1,101	12,300	
Telephone	137		-	150	
Water	2,733		58	100	
Electric	7,423		6,247	11,000	
Security			902	1,500	
Gwynedd Lea Pumping Station	2,658		5,232	18,650	602%
Maintenance & Repairs	2,658		2,500	12,600	
Water			12	50	
Electric			2,329	5,000	
Security			392	1,000	

MONTGOMERY TOWNSHIP MUNICIPAL SEWER AUTHORITY
2013 Capital Projects

<ul style="list-style-type: none"> • Soda Ash Feed System Rehabilitation Replace mixing tank and all internal electrical/instrumentation equipment. This needs to be done about every 20 years. 	\$135,000
<ul style="list-style-type: none"> • Misco Industrial Park Area Collection System Rehab Perform repairs to existing collection system to address I/I defects. Costs associated with this project can be charged to Misco Sewer District for reimbursement. 	\$270,000
<ul style="list-style-type: none"> • Miscellaneous Basins "C","D" & "G" Collection/Conveyance System Rehab This part of our routine I/I Reduction Program. Due to lack of significant rainfalls in 2012 a portion of the project was deferred until 2013. 	\$75,000
<ul style="list-style-type: none"> • Sewer System Maintenance Vehicle Purchase of Ford F150 for daily site visits 	\$30,000
<ul style="list-style-type: none"> • Potential HTMA WWTP Capital Improvements Estimate of capital charges from Hatfield for replacement of Aeration reactor equipment 	\$62,000
<ul style="list-style-type: none"> • Basins "A" and "B" and "C". "D" and "G" Collection/Conveyance System Rehab Ongoing I/I Reduction Program including "no-dig" internal rehabilitation, lateral replacements, chemical foam root treatment and mainline repairs. 	\$455,000
<ul style="list-style-type: none"> • Eureka WWTP Influent Screening System Installation of an influent screening system at tank "A" to remove rags and floatable debris to prevent problems in subsequent mechanical equipment and treatment process. Currently this is done manually, which is labor intensive and inefficient. 	\$475,000
<ul style="list-style-type: none"> • Eureka WWTP Disinfection System Replacement Replacement of the existing chlorine gas feed equipment with hypochloride solution feed system to facilitate handling and storage of disinfection chemicals. 	\$30,000

FIVE-YEAR CAPITAL IMPROVEMENT PLAN

ITEM NO.	PROJECT	YEAR/ESTIMATED PROJECT COST (1)(2)(3)				
		2012	2013	2014	2015	2016
1	Eureka WWTP Soda Ash Feed System Rehabilitation (4) <i>vide for fund</i>	\$25,000	\$135,000	—	—	—
2	Eureka WWTP Tank "B" Decant/Storage Transfer Pumping System (5) <i>vide for fund</i>	\$73,000	—	—	—	—
3	Eureka WWTP Effluent Meter Chamber Electrical Modifications (6) <i>vide for fund</i>	\$30,000	—	—	—	—
4	Montgomery Glen Development Collection System Rehab (7)	—	—	—	—	—
	a. Internal Manhole Repairs	\$21,000	—	—	—	—
	b. Manhole Structural Repairs/Casting Replacements	\$10,000	—	—	—	—
5	Misco Industrial Park Area Collection System Rehab (8)	\$30,000	\$270,000	—	—	—
6	Miscellaneous Basins C/D/G Collection/Conveyance System Rehab (9)	\$8,000	\$75,000	—	—	—
7	Gwynedd Lea SPS Flow Meter Installation (10)	\$11,000	—	—	—	—
8	Construction/Maintenance Equipment Purchase/Replacement (11)	—	—	—	—	—
	a. Montgomery Avenue SPS Emergency Generator	\$16,000	—	—	—	—
	b. Sewer System Maintenance Vehicle	—	\$30,000	—	—	—
	c. Bulk Hauling Tanker/Truck	—	—	\$220,000	—	—
9	Eureka WWTP Main Switchgear Circuit Breaker Replacement (12)	\$71,000	—	—	—	—
10	Potential HTMA WWTP Capital Improvements (13)	—	\$62,000	—	—	—
11	Basins A/B and C/D/G Collection/Conveyance System Rehab (14)	—	\$455,000	\$469,000	\$483,000	\$497,000
12	Eureka WWTP Influent Screening System (15)	—	\$475,000	—	—	—
13	Eureka WWTP Disinfection System Replacement (16)	—	\$30,000	—	—	—
14	Eureka WWTP Honey-Dipper Offload Station Improvements (17)	—	—	\$380,000	—	—
15	WWTP Grinder Chamber Enclosure (18)	—	—	\$261,000	—	—
16	Basin "E" Manhole Replacements (19)	—	—	—	\$250,000	—
17	Install Equipment Storage/Garage Facility (20)	—	—	—	\$502,000	—
18	Eureka WWTP Phosphorous Reduction Facilities (21)	—	—	—	—	\$3,200,000
TOTALS		\$295,000	\$1,532,000	\$1,330,000	\$1,235,000	\$3,697,000

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Montgomery Township Municipal Sewer Authority 2012 Tapping Fee Agreements

MEETING DATE: December 17, 2012

ITEM NUMBER: #13

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Joseph P. Walsh, Vice Chairman
Liaison - MTMSA

BACKGROUND:

Please see attached memo containing the Montgomery Township Municipal Sewer Authorities Tapping Fee Agreements from Karyn Koerwer, Montgomery Township Sewer Authority Manager.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider approval of the Sewer Authority's Tapping Fee Agreements for 2012.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we have reviewed the following Montgomery Township Sewer Authority Agreements: Tapping Fee & Development Agreements:

Wegmans	61 EDU's	Hatfield Basin
Staybridge Hotel	53 EDU's	Eureka Basin
Montgomery Pointe Ph. II B	19 EDU's	Eureka Basin
Patient First	3 EDU's	Hatfield Basin
Hampton Inn	52 EDU's	Eureka Basin

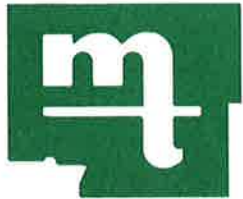
MOTION: _____

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.

**TOWNSHIP MUNICIPAL SEWER AUTHORITY**

1001 STUMP ROAD, MONTGOMERYVILLE, PA 18936-9605

TELEPHONE (215) 393-6930
FAX (215) 362-8711

December 13, 2012

To: Montgomery Township Board of Supervisors
Larry Gregan, Township Manager

From: Karyn L. Koerwer
Montgomery Township Municipal Sewer Authority Manager

Re: Tapping Fee Agreements approved in 2012

Following are the Tapping Fees & Development Agreements approved by the Board of the Authority in 2012:

Wegmans	61 EDU's	Hatfield Basin
Staybridge Hotel	53 EDU's	Eureka Basin
Montgomery Pointe Ph. II B	19 EDU's	Eureka Basin
Patient First	3 EDU's	Hatfield Basin
Hampton Inn	52 EDU's	Eureka Basin

If you would like a copy of any of the above mentioned agreements please let me know and we will be happy to provide same to you.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Adoption of Montgomery Township 2013 Final Budget

MEETING DATE: December 17, 2012

ITEM NUMBER: #14

MEETING/AGENDA:

ACTION **xx**

NONE

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

INITIATED BY: Shannon Q. Drosnock
Finance Director

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

BACKGROUND:

The Proposed Budget for 2013 was presented to the Board of Supervisors in early October 2012. The Board held four public workshop meetings on the budget in October/early November 2012 and approved the Preliminary Budget on November 19, 2012. The proposed budget was advertised on November 20, 2012 for consideration for final adoption at the Board Meeting on December 17, 2012. A brief presentation on the proposed Final Budget will be made at the December 17th public meeting. Please see the attached budget summary documents.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

Adoption of Preliminary Budget.

ALTERNATIVES/OPTIONS:

The deadline for adoption of the Final Budget is December 31, 2012. For any revisions to the proposed final budget, **if the estimated revenues or expenses in the final budget are increased more than ten percent in the aggregate or more than twenty-five percent in any major category over the proposed budget**, the budget may not be legally adopted with those increases unless it is again advertised once, the same as the original proposed budget, and an opportunity (twenty days) given to taxpayers to examine the proposed amended budget. This would result in delay of adoption of the Final Budget until January 2013 and possible loss of authority to spend money in the new year until a budget is adopted.

BUDGET IMPACT:

Adopts entire budget for the 2013 fiscal year.

RECOMMENDATION:

Adoption of the final 2013 Montgomery Township Budget.

MOTION/RESOLUTION:

There are four (4) separate Resolutions to approve the 2013 Budget. Please see attached four (4) sheets for these Resolutions.

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.

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that the 2013 Montgomery Township Budget be adopted as presented on November 19, 2012 and as advertised on November 20, 2012 and as described in the attached summary.

MOTION BY:

SECOND BY:

VOTE:

DATE:

December 17, 2012

cc:

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

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that the 2013 Tax Levy Resolution of Montgomery Township be adopted as follows:

General Fund	.89 mills
Debt Service	.24 mills
Fire Protection	.17 mills
Park & Recreation	<u>.19 mills</u>
Total	1.49 mills

BE IT FURTHER RESOLVED by the Board of Supervisors of Montgomery Township that Montgomery Township establishes the Homestead Exclusion amount for the year 2013 at \$30,000, to be applicable to residential properties that are owner occupied and have been approved by the Montgomery county Board of Assessments.

MOTION BY:

SECOND BY:

VOTE:

DATE: December 17, 2012

cc: L. Grogan, S. Drosnack, P. Gallagher, Minute Book, Resolution File

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby establish the following street light assessments for 2013:

DISTRICT	ASSESSMENT PER EACH PROPERTY BENEFITTED (DWELLING UNIT)
District 1	\$40.00
District 2	\$40.00
District 3	\$40.00
District 4	\$10.00
District 5	\$.40 per front foot

MOTION BY:

SECOND BY:

VOTE:

DATE:

December 17, 2012

cc:

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

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the following maximum departmental salary/wage increases for 2013 with the adoption of the 2013 Budget:

Administration	Maximum of \$18,775
Finance	Maximum of \$12,150
Police (Uniformed)	Per Collective Bargaining Agreement
Police (Command)	Maximum of \$10,000
Police (Non-Uniformed)	Maximum of \$11,325
Planning	Maximum of \$8,750
Public Works	Maximum of \$28,600
Fire (Non-Union)	Maximum of \$4,750
Fire (union)	Per Collective Bargaining Agreement
Park & Recreation	Maximum of \$3,900

MOTION BY:

SECOND BY:

VOTE:

DATE: December 17, 2012

cc: L. Gregan, A. Shade, M. Swiggard, K. Costello, R. Lesniak, B. Shoupe, R. Brady,
S. Bendig, Minute Book, Resolution File

**MONTGOMERY TOWNSHIP
2013 PROPOSED BUDGET**

		2011	2012	2013
Fund-Dept		Actual	Org. Budget	Budget
FUND 01 GENERAL FUND				
REVENUES				
Subtotal Real Estate Taxes		1,528,671.93	1,555,700.00	1,584,400.00
Subtotal Earned Income Taxes		3,925,766.20	3,800,000.00	3,935,000.00
Subtotal Local Enabling Taxes		4,118,013.36	3,924,000.00	4,029,000.00
Subtotal Permits		607,435.83	556,000.00	595,000.00
Subtotal Licenses		558,120.55	541,300.00	545,800.00
Subtotal Fines		179,842.38	127,000.00	135,000.00
Subtotal Interest		19,536.54	34,000.00	29,500.00
Subtotal Rent		0.00	0.00	0.00
Subtotal Grants		667,843.83	411,000.00	426,500.00
Subtotal Departmental Fees		68,274.42	78,875.00	74,900.00
Subtotal Other Financing Source		91,916.76	78,000.00	85,000.00
Subtotal Interfund Transfers		432,723.62	375,810.00	432,220.00
Total General Fund Revenues		12,198,145.42	11,481,685.00	11,872,320.00
EXPENDITURES				
Subtotal Administration		1,061,878.42	1,298,735.00	1,157,320.00
Subtotal Tax Collection		201,126.29	208,075.00	210,790.00
Subtotal Benefits and Insurance		7,650.00	0.00	0.00
Subtotal Finance		537,700.02	554,525.00	847,810.00
Subtotal Police		5,115,301.11	5,473,115.00	5,715,160.00
Subtotal Police Vehicles		343,955.26	207,150.00	279,250.00
Subtotal Fire Protection		172,944.57	84,795.00	84,830.00
Subtotal Planning & Zoning		735,218.33	785,495.00	738,500.00
Subtotal Emergency and VMSC		1,810.47	9,300.00	6,100.00
Subtotal Public Works - General		1,838,607.72	1,852,215.00	1,669,050.00
Subtotal Snow Removal		68,937.09	113,150.00	89,000.00
Subtotal Public Works - Traffic L		56,871.85	100,095.00	124,030.00
Subtotal Public Works - Street Li		16,089.42	20,200.00	19,700.00
Subtotal Pubic Works - Repair		26,294.21	27,000.00	27,000.00
Subtotal Interfund Transfers		630,060.00	734,380.00	866,090.00
Total Expenditures General Fund		10,814,444.76	11,468,230.00	11,834,630.00
TOTAL SURPLUS/DEFICIT GENERAL FUND		1,383,700.66	13,455.00	37,690.00

**MONTGOMERY TOWNSHIP
2013 PROPOSED BUDGET**

Fund-Dept	2011 Actual	2012 Org. Budget	2013 Budget
FUND 04 DEPARTMENT OF FIRE SERVICES			
Revenue subtotal	865,263.07	913,670.00	1,328,400.00
Expenditure Subtotal	794,370.11	876,081.00	1,323,635.00
TOTAL/SURPLUS/DEFICIT FIRE PRO	70,892.96	37,589.00	4,765.00
FUND 05 PARKS AND RECREATION			
Revenue Subtotal	754,254.03	745,345.00	797,900.00
Expenditure Subtotal	655,925.40	744,545.00	797,885.00
TOTAL SURPLUS/DEFICIT FUND 05:	98,328.63	800.00	15.00
FUND 06 BASIN MAINTENANCE:			
Revenue Subtotal	1,125.46	2,000.00	1,100.00
Expenditure Subtotal	48,873.55	70,300.00	77,400.00
TOTAL SURPLUS/DEFICIT FUND 06:	(47,748.09)	(68,300.00)	(76,300.00)
FUND 07 STREET LIGHTS:			
Revenue Subtotal	133,258.30	134,000.00	141,400.00
Expenditure Subtotal	148,591.37	134,000.00	141,400.00
TOTAL SURPLUS/DEFICIT FUND 07:	(15,333.07)	0.00	0.00
FUND 19: CAPITAL PROJECTS			
Subtotal Revenue Fund 19	288,750.00	0.00	0.00
Subtotal Fund 19 Expenses	288,738.65	0.00	0.00
TOTAL SURPLUS/DEFICIT FUND 19:	11.35	0.00	0.00
FUND 23: DEBT SERVICE			
Subtotal Fund 23 Revenue	497,698.38	511,272.00	516,709.00
Subtotal Expenditures Fund 23	378,862.77	479,775.00	431,600.00
TOTAL SURPLUS/DEFICIT FUND 23:	118,835.61	31,497.00	85,109.00
FUND 30: CAPITAL RESERVE FUND			
Subtotal Revenue Capital Reserve	1,668,176.48	386,300.00	380,000.00
Subtotal Expenditures Capital Res	2,078,174.30	1,676,810.00	2,263,810.00
TOTAL SURPLUS/DEFICIT FUND 30:	(409,997.82)	(1,290,510.00)	(1,883,810.00)
FUND 31: PARK DEVELOPMENT FUND			
Subtotal Revenue Park Developme	139,378.58	39,000.00	1,300.00
Subtotal Expenditures Park Developi	73,101.80	73,102.80	0.00
TOTAL SURPLUS/DEFICIT FUND 31:	66,276.78	(34,102.80)	1,300.00

**MONTGOMERY TOWNSHIP
2013 PROPOSED BUDGET**

Fund-Dept	2011 Actual	2012 Org. Budget	2013 Budget
FUND 35: LIQUID FUELS			
Subtotal Liquid Fuels	442,835.43	458,700.00	462,200.00
Subtotal Liquid Fuels Expenditures	851,717.33	458,700.00	667,200.00
TOTAL SURPLUS/DEFICIT FUND 35	(408,881.90)	0.00	(205,000.00)
FUND 50: FIRE RELIEF			
Subtotal Fire Relief Revenue	414,125.20	255,535.00	237,475.00
Subtotal Fire Relief Expenditures	414,125.20	255,535.00	237,475.00
TOTAL SURPLUS/DEFICIT FUND 50	0.00	0.00	0.00
FUND 60: POLICE PENSION			
Subtotal Police Pension Revenues	523,672.70	611,200.00	774,910.00
Subtotal Police Pension Expenditures	2,301,030.19	1,731,347.24	774,910.00
TOTAL SURPLUS/DEFICIT POLICE P	(1,777,357.49)	(1,120,147.24)	0.00
FUND 65: DEFINED CONTRIBUTION			
Subtotal Defined Contribution Revenue	315,272.23	229,700.00	234,670.00
Subtotal Defined Contribution Expenditures	315,272.23	233,000.00	240,670.00
TOTAL SURPLUS/DEFICIT FUND 65	0.00	(3,300.00)	(6,000.00)
FUND 66: DEFERRED COMPENSATION			
Subtotal Deferred Compensation Revenue	216,038.67	269,600.00	270,150.00
Subtotal Deferred Compensation Expenditures	70,654.68	0.00	270,150.00
TOTAL SURPLUS/DEFICIT FUND 66	145,383.99	269,600.00	0.00
FUND 91: ESCROW			
Subtotal Escrow Revenue	202,391.33	175,000.00	250,000.00
Subtotal Escrow Expenditures	225,443.79	175,000.00	250,000.00
TOTAL SURPLUS/DEFICIT FUND 91	(23,052.46)	0.00	0.00
FUND 92: POLICE DONATION			
Subtotal Police Donation Revenue	14,103.24	100.00	50.00
Subtotal Police Donation Expenditures	25,476.50	0.00	0.00
TOTAL SURPLUS/DEFICIT FUND 92	(11,373.26)	100.00	50.00
FUND 93: ENVIRONMENT			
Subtotal Environment Revenue	90,373.25	63,000.00	43,800.00
Subtotal Environment Expenditures	42,057.29	44,750.00	46,800.00
TOTAL SURPLUS/DEFICIT FUND 93	48,315.96	18,250.00	(3,000.00)

**MONTGOMERY TOWNSHIP
2013 PROPOSED BUDGET**

Fund-Dept	2011 Actual	2012 Org. Budget	2013 Budget
FUND 94: REPLACEMENT TREE			
Subtotal Replacement Tree Revenue	6,459.21	4,000.00	3,100.00
Subtotal Replacement Tree Expense	40,334.13	69,060.00	79,050.00
TOTAL SURPLUS/DEFICIT FUND 94	(33,874.92)	(65,060.00)	(75,950.00)
FUND 95: AUTUMN FESTIVAL			
Subtotal Autumn Festival Revenue	23,955.03	25,200.00	25,100.00
Subtotal Autumn Festival Expense	20,277.93	24,800.00	25,100.00
TOTAL SURPLUS/DEFICIT FUND 95	3,677.10	400.00	0.00
FUND 96: RESTORATION FUND:			
Subtotal Restoration Fund Revenue	145.05	150.00	100.00
Subtotal Restoration Fund Expense	36,087.07	0.00	23,600.00
TOTAL SURPLUS/DEFICIT FUND 96	(35,942.02)	150.00	(23,500.00)
FUND 99: FIRE DEPARTMENT MONTGOMERY TOWNSHIP			
Subtotal Fire Department Montgomery	126,423.83	54,975.00	59,140.00
Subtotal Fire Department Montgomery	101,042.76	51,285.00	59,140.00
TOTAL SURPLUS/DEFICIT FUND 99	25,381.07	3,690.00	0.00
Grand total profit/loss	(1,626,650.55)	(2,205,889.04)	(2,144,631.00)
	717,669.33	725,168.04	564,600.00
GRAND TOTAL REVENUES - ALL FUNDS	18,994,957.15	16,363,762.00	17,405,824.00
GRAND TOTAL EXPENSES - ALL FUNDS	19,903,938.37	17,740,618.00	20,115,055.00
TOTAL SURPLUS/DEFICIT ALL FUNDS	(908,981.22)	(1,376,856.00)	(2,709,231.00)

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

SUBJECT: Consider Authorization to Apply for an Updated Township Bond Rating

MEETING DATE: December 17, 2012

ITEM NUMBER: #15

MEETING/AGENDA:

ACTION xx

NONE

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

INITIATED BY: Shannon Q. Drosnock
Finance Director

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

BACKGROUND:

For the past several months, the Township has been investigating the feasibility of building a Community/Recreation Center. As part of this process, the Board had directed staff to work with the Finance Committee to research and analyze various options for financing a project of this size. Additionally, the Board had hired RBC Capital Markets to assist with the financing of this project as it relates to a Township bond issue.

Both RBC and the Finance Committee have advised that municipal bond rates are at historic lows. Municipal bonds amortized over 30 years are being sold in the market at rates between 2.5% and 3.0% depending upon the timing, rating and size of the issue. RBC has advised Montgomery Township that it is a strong possibility Montgomery Township bonds would sell for approximately 2.5% in the current market.

There are several steps involved in the process of issuing a municipal bond including securing a bond rating from one of the primary rating agencies. In February of 2011 the Township received a credit rating of AA+ from Standard and Poor's as a result of the Montgomery Township Sewer Authority's bond re-finance. This rating was in affect for a period of 6 months and has since expired.

Staff would like to apply for an updated bond rating from Standard and Poor's (S&P) with the anticipation that the Board may want to enter the municipal bond market during the next 6 months given the current rate environment in that market. When or if the Board chooses to move forward with a bond issue, the rating would already be assigned to the Township thus allowing RBC to more quickly place the bonds in the market for sale.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

The Board could wait to request a bond rating until sometime in the future however this could impact the ability of the Township to enter the market at the most opportune time.

BUDGET IMPACT:

The charge from Standard and Poor's to assign a rating to the Township is approximately \$15,000 and will be paid from cash reserves dedicated for the Community/Recreation Center.

RECOMMENDATION:

Staff recommends that the Board authorize staff to formally request Standard and Poor's to assign the Township an updated rating.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize staff to issue a formal request to Standard and Poor's to assign the Township an updated rating.

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 Adoption Proposed Ordinance #12-268 Appointing Delinquent Real Estate Tax Collector

MEETING DATE: December 17, 2012

ITEM NUMBER: #16

MEETING/AGENDA: ACTION XX CONSENT NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager  **BOARD LIAISON:** Candyce Fluehr Chimera, Chairman
Board of Supervisors

BACKGROUND:

The Montgomery County Commissioners recently adopted a Resolution authorizing the Montgomery County Tax Claim Bureau as alternate delinquent tax collector with the authority to file liens and process the collection of delinquent real estate taxes in accordance with the procedures of the Municipal Claims and Tax Liens Act (MCTLA) in addition to the Real Estate Tax Sales Law (RETSL).

The new authority makes two changes to the delinquent real estate tax collection process:

1. Under RETSL, the delinquent real-estate taxes collected by the Tax Claim Bureau were remitted to the taxing authority net of fees. Under the MCTLA process, the Township would receive 100% of the tax and the taxpayer would be obligated to pay the fees to the Tax Claim Bureau; and,
2. Under MCTLA procedures, the County Tax Claim Bureau could prioritize the scheduling of parcels for collection action including tax sale in a manner more efficient in order to maximize County resources.

For the Township to participate in the new delinquent tax collection process, the Board would need to adopt this Proposed Ordinance appointing and authorizing the Montgomery County Tax Claim Bureau as alternative collector with the authority to file liens for existing delinquent real estate taxes with penalty, interest and fees for such collection in accord with the Municipal Claims and Tax Liens Act and the Real Estate Tax Sales Law by the end of the year.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

The Proposed Ordinance was advertised in the Lansdale Reporter on Monday, December 10, 2012.

ALTERNATIVES/OPTIONS:

If the Township does not adopt the ordinance, the collection process would be in accordance with the Real Estate Tax Sales Law (RETSL) as previously in affect at the County.

BUDGET IMPACT:

On average, there is approximately \$30K in delinquent Township real estate taxes reported to the County Tax Claim Bureau at year end. The impact of this new program, to our Township, would be an increase in collections of approximately \$1,500 due to payment of the fees by the taxpayer.

RECOMMENDATION:

Consider adoption of Proposed Ordinance #12-268.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt Proposed Ordinance #12-268 appointing and authorizing the Montgomery County Tax Claim Bureau as alternative collector with the authority to file liens for existing delinquent real estate taxes with penalty, interest and fees for such collection in accord with the Municipal Claims and Tax Liens Act and the Real Estate Tax Sales Law.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP
LEGAL NOTICE

On Monday, December 17, 2012, after 7:30PM, the Montgomery Township Board of Supervisors, during its regularly scheduled meeting, will consider enacting an ordinance appointing and authorizing the Montgomery County Tax Claim Bureau as alternative collector with the authority to file liens for existing delinquent real estate taxes with penalty, interest, and fees for such collection in accord with the Municipal Claims and Tax Liens Act and the Real Estate Tax Sales Law.

The Ordinance proposes to establish a fee of 5% of the total amount of delinquent taxes as being reasonable charges, expenses and fees incurred in the collection of delinquent taxes. Additional attorney's fees would be fixed at the rate of 1% of the total amount of the delinquent taxes. Interest at 9% per annum would be established. The Ordinance includes additional provisions for non-waiver due to non-enforcement; amendment/modification; repeal/ratification; severability; and an effective date 5-days after enactment.

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

The public is invited to attend and will be given an opportunity to provide comments regarding this proposed ordinance. The Board of Supervisors will render a decision on the enactment of this ordinance, unless it deems additional time is required for consideration and discussion, in which case it will hold an additional public meeting at an announced date and time for that purpose.

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

LAWRENCE J. GREGAN
Township Manager

TO BE INSERTED in The Reporter on Monday December 10, 2012. Please send proof of Publication to Montgomery Township, Attn.: Bruce Shoupe 1001 Stump Road, Montgomeryville, PA 18936

MONTGOMERY TOWNSHIP
Montgomery County, Pennsylvania

ORDINANCE # 12-268

An Ordinance appointing and authorizing the Montgomery County Tax Claim Bureau as alternative collector, with the authority to file liens for existing delinquent real estate taxes with penalty, interest, and fees for such collection in accord with the Municipal Claims and Tax Liens Act and the Real Estate Tax Sales Law

ENACTED: _____

MONTGOMERY TOWNSHIP
Montgomery County, Pennsylvania

ORDINANCE # 12-268

An Ordinance appointing and authorizing the Montgomery County Tax Claim Bureau as alternative collector, with the authority to file liens for existing delinquent real estate taxes with penalty, interest, and fees for such collection in accord with the Municipal Claims and Tax Liens Act and the Real Estate Tax Sales Law

WHEREAS, it is necessary and prudent for municipalities to promptly recover its levied and unpaid delinquent real estate taxes, and if necessary, to accomplish such recovery through legal proceedings;

WHEREAS, the Municipal Claims and Tax Liens Act ("Act")¹ authorizes the addition of interest, costs, charges, expenses, and fees, including reasonable attorney fees, to the total payable with respect to unpaid taxes;

WHEREAS, Montgomery Township has determined that it is in the best interest of all Township taxpayers and residents to enforce the payment of delinquent real estate taxes;

NOW THEREFORE, BE IT ORDAINED by the Montgomery Township Board of Supervisors that the following Ordinance is hereby enacted:

SECTION 1. **Appointment and Authorization of Montgomery County Tax Claim Bureau as Alternative Collector, with the Authority to file Liens for Existing Delinquent Real Estate Taxes.**

1. In addition to the authorization for the collection of taxes and institution of tax sales authorized by Real Estate Tax Sales Law ("RETSL"),² the Montgomery County Tax Claim Bureau is appointed as alternative collector and is authorized and directed to file liens for existing delinquent real estate taxes with the Prothonotary of Montgomery County in accordance with the provisions of the Act;

¹ 53 P.S. §7101, *et seq.*

² 72 P.S. §5860.201, *et seq.*

2. In accordance with the Act and RETSL, interest shall be charged on taxes so returned from and after, but not before, the first day of the month following the return. Interest shall be charged at the rate of 9% per annum;
3. Pursuant to Section 7106 of the Act, it is hereby established that the reasonable charges, expenses and fees incurred in the collection of any delinquent account under the Act are hereby fixed at 5% of the total amount of the delinquent taxes (including interest and penalties), and that additional reasonable attorney's fees incurred in the collection of any delinquent taxes shall be fixed at 1% of the total amount of the delinquent taxes (including interest and penalties), and that said charges for attorney's fees and for all charges, expenses, and fees set forth herein, shall be paid to Montgomery County through the Montgomery County Tax Claim Bureau in lieu of payment of commission pursuant to Section 207 of RETSL;
4. The Montgomery Township Board of Supervisors are hereby authorized and empowered to take such additional action as they may deem necessary or appropriate to implement this Ordinance.

SECTION 2. **Failure to Enforce not a Waiver.**

The Township's failure to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement.

SECTION 3. **Amendment/Modification.**

The Montgomery Township Board of Supervisors does hereby reserve the right, from time to time, to adopt amendments or modifications to this Ordinance.

SECTION 4. **Repeal and Ratification.**

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

SECTION 5. Severability.

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

SECTION 6 . Effective Date.

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

ORDAINED AND ENACTED this _____ day of December 2012, by the Montgomery Township Board of Supervisors.

**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**

CANDYCE F. CHIMERA, *Chairperson*

[Seal]

Attested by:

LAWRENCE J. GREGAN
Township Manager/ Secretary



Montgomery Township

Inter-Office Memo

To: Larry Gregan, Township Manager

From: Shannon Q. Drosnock, Finance Director

Date: October 31, 2012

Subject: County Delinquent Real Estate Tax Collections

Larry,

Per the County's notification, they have adopted a resolution authorizing some changes in the fees associated with the collection of delinquent taxes.

"Earlier this year, the County Treasurer's Office undertook a comprehensive compliance review of delinquent tax collections. As a result, the County Commissioners adopted a Resolution authorizing the Tax Claim Bureau to perform its functions under a hybrid approach. Generally, the collection of real estate taxes in Montgomery County is governed by the Real Estate Tax Sale Law ("RETSL"), which establishes the County's Tax Claim Bureau as the agent for local taxing authorities for the collection of delinquent taxes. The recently adopted Resolution allows the County to incorporate the Municipal Claims and Tax Lien Act ("MCA") into its collection process. "

Currently Montgomery Township utilizes the County, not a third party collector, for collection of delinquent Real Estate taxes. As it currently stands, the Township receives 95% of the tax. The additional 5% goes to the County (Tax Claim Bureau) as their fee. The new program primarily changes two steps in the process:

1. It shifts the burden of that 5% fee to the taxpayer. Under the new program, the Township would receive 100% of the tax and the taxpayer would be obligated to pay 5% to the Tax Claim Bureau.
2. It changes the process for the County to move parcels to sale. The new process allows the County to prioritize parcels in a manner more efficient in order to maximize County resources.

Based upon the information I received at the meeting on October 19th, there still remains provisions in the language for the new program for hardship cases. For the Township to participate in the program, it needs to pass an Ordinance adopting the new provisions (sample draft provided to us) by the end of the year. If the Township does nothing, the collection process will remain the same for those taxpayers as it

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Definition and Commitment of Fund Balances in Accordance with GASB Statement No. 54

MEETING DATE: December 17, 2012

ITEM NUMBER: #17

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Shannon Q. Drosnock
Finance Director

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

BACKGROUND:

The Government Accounting Standards Board (GASB) issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, to address how fund balances (the difference between assets and fund liabilities) are to be reported on the annual audited financial statements.

The 2011 fiscal year was the first year requiring the new categories for reporting purposes and as such, the Board designated each fund and its balance within one of the 5 categories permitted under GASB 54. For each year thereafter, the Board need only authorize those fund balances that the Board chooses to "commit".

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

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

ALTERNATIVES/OPTIONS:

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

BUDGET IMPACT:

Required for accurate financial reporting.

RECOMMENDATION:

Staff recommends that for the 2012 fiscal year, there would be no change to the funds designated as "committed" from the prior fiscal year. These funds are:

Fund 04 – The Fire Protection Fund - The Fire Protection Fund receives most of its revenue from two sources: dedicated tax millage legally restricted and Board allocated General Fund tax receipts. The legally restricted funds are used first and therefore the fund balance is a result of Board allocated General Fund transfers. This balance is committed by the Board of Supervisors. Committed funds will be used for Capital Purchases and/or infrastructure improvements specifically for the Department of Fire Services including but not limited to vehicles and buildings. The fund balance may also be used to accommodate Board authorized changes in the tax allocation from the General Fund.

Fund 30 – The Capital Reserve Fund - This fund balance is committed by the Board of Supervisors annually and is used for purposes as detailed in the attached Exhibit A.

Fund 94 – The Shade Tree Fund - This fund balance is a result of payments made to the Township by developers but is to be used at the discretion of the Township. As such the Board has committed this fund balance for purposes of Arbor Day and the Shade Tree Commission.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby define the "Committed" fund type as:

Fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the Montgomery Township Board of Supervisors. Commitments may be changed or lifted only by the Montgomery Township Board of Supervisors through the same formal action that imposed the constraint.

BE IT FURTHER RESOLVED that we hereby classify the following fund balances as "committed" balances for the 2012 fiscal year in accordance with the Governmental Accounting Standard Board Statement No. 54:

Fund 04 – The Fire Protection Fund
Fund 30 – The Capital Reserve Fund
Fund 94 – The Shade Tree Fund

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
Candye Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

**Montgomery Township
Capital Reserve Fund (30)**

CAPITAL RESERVE (30)

FUND BALANCE DESIGNATIONS

14 Year Road Plan, curbing, sidewalk

10 Year Equipment Plan

Curb and sidewalk - Public Safety

Park Equipment Plan

Fire Equipment Plan

Basin Equipment Plan

Township Building

Roof Replacement

HVAC System Upgrades for Township Building

Operating Contingency

NPDES Permit

Drainage Projects

Stormpipe Repairs/Reconstruction

Traffic Engineering Projects

Capital Improvements from Developers

Open Space

Park Capital Plan

Police Radios

Technology Improvements

Community/Recreation Center

New Capital Purchases by Department

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

12/14/2012

SUBJECT: Consider Authorization to Execute Penn Dot Agreements – Video Sharing Policy Agreement

MEETING DATE: December 17, 2012

ITEM NUMBER: #18A

MEETING/AGENDA: WORK SESSION ACTION XX CONSENT NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,
Chairman, Board of Supervisors

BACKGROUND:

PennDOT recently installed equipment which provides the capability to view real-time CCTV camera images from the PennDOT District 6-0 Regional Management Traffic Center.

PennDOT is providing Montgomery Township, as the Licensee, the ability to use the highway event data and live video feed or images from traffic cameras for its own use. An Agreement outlining the terms and conditions of the usage is attached.

PennDOT will be responsible for maintenance of all ITS devices and the mainline fiber trunk. Maintenance of the fiber optic "drop" cable from those signals and all internal Ethernet connections between the Township Ethernet switch and operator workstation will be the Township's responsibility. The Township has previously approved several PennDOT's standard Maintenance Agreements for various installations related to its traffic signals and video sharing systems.

PennDOT is requesting that the Township execute a PennDOT Video Sharing System Maintenance Agreement and a Nonexclusive Highway Event Data and Video Sharing License Agreement to govern the usage, maintenance and operation of the various video sharing systems.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None. The installation of the equipment is 100% funded by PennDOT.

RECOMMENDATION:

Authorize the execution of both the Video Sharing System Maintenance Agreement and a Nonexclusive

Highway Event Data and Video Sharing License Agreement with PennDOT for the maintenance and usage of the video sharing systems in Montgomery Township.

MOTION/RESOLUTION:

Resolution attached.

ROLL CALL:

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

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

RESOLUTION NO.

MONTGOMERY TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

**A RESOLUTION AUTHORIZING THE TOWNSHIP OF MONTGOMERY TO ENTER INTO A
VIDEO SHARING SYSTEM MAINTENANCE AGREEMENT AND A NONEXCLUSIVE
HIGHWAY EVENT DATA AGREEMENT FOR THE VIDEO SHARING SYSTEM
EQUIPMENT AND ASSOCIATED HARDWARE**

BE IT RESOLVED BY the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, that the Chairman be authorized and directed to sign the attached Video Sharing System Maintenance Agreement # _____, and Nonexclusive Highway Event Data Agreement # _____ and that the Township Secretary be authorized and directed to attest and seal the same.

DULY PRESENTED AND ADOPTED by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania in a public meeting held this 17th day of December, 2012.

ATTEST:

BOARD OF SUPERVISORS
MONTGOMERY TOWNSHIP

Lawrence J. Gregan, Manager/Secretary

By: _____
Candyce Fluehr Chimera, Chairman

MOTION BY:

VOTE: -

SECOND BY:

CERTIFICATION

I, Lawrence J. Gregan, Manager/Secretary of Montgomery Township, Montgomery County, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted at a regular meeting of the Board of Supervisors held on December 17, 2012.

(SEAL)

By: _____
Lawrence J. Gregan, Manager/Secretary

Date: December 17, 2012

AGREEMENT NO. _____

FEDERAL ID NO. 23-1569948

VIDEO SHARING SYSTEM MAINTENANCE AGREEMENT

MADE and entered into this _____ day of _____, 20__, by
and between the Commonwealth of Pennsylvania, Department of
Transportation, hereinafter called COMMONWEALTH,

and

Montgomery Township, a political AGENCY in the County of
Montgomery, Pennsylvania, by its proper officials, hereinafter
called AGENCY.

WITNESSETH:

WHEREAS, the need for video sharing has been found to be
warranted:

WHEREAS, the backbone communication cable for video sharing
has been found to be warranted:

WHEREAS, the cost of installing video sharing system and
communications cable at these locations is being partially or
totally funded with state and/or federal funds; and,

WHEREAS, video sharing system equipment is installed to serve a specific purpose through a distinct mode of operations; and,

WHEREAS, the useful life of video sharing system equipment and communications cable is defined as the time from installation until it is either removed or replaced with equipment which better serves the need of the video sharing system; and,

WHEREAS, the COMMONWEALTH and the Federal Highway Administration have established policies which mandate that all video sharing system equipment and communications cable installed with state or federal funds be properly maintained and operated throughout its useful life; and,

WHEREAS, the AGENCY to maintain video sharing system equipment and associated hardware installed within the AGENCY facilities.

WHEREAS, the COMMONWEALTH to maintain the backbone communications cable.

WHEREAS, the AGENCY has indicated its willingness to accept ownership of the video sharing system installation(s) listed on this Agreement.

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises hereinafter set forth, and with the intention of being legally bound hereby, agree as follows:

1. AGENCY shall, at its own expense, operate the video sharing system in accordance with the approved design drawing(s) issued by the COMMONWEALTH as listed within Attachment 2 (Design Drawings).

2. It is understood and agreed by the parties hereto that, upon final acceptance by the COMMONWEALTH, title to the video sharing system installation(s) listed above shall vest in the AGENCY. In this connection, it is further understood that the AGENCY shall provide preventive and response maintenance, at its own expense, for the installation(s) covered by this Agreement in accordance with the provisions of Exhibit "A" attached hereto and made a part hereof.

3. The AGENCY further agrees to prepare and retain an accurate record of the preventive and response maintenance

activities performed on the installation(s) covered by this agreement. In this regard, the AGENCY agrees to keep these records in accordance with the provisions of Exhibit "B" attached hereto and made part hereof and shall make such materials available at all reasonable times for inspection by the COMMONWEALTH. It is further understood that the AGENCY may utilize forms other than those specified in Exhibit "B" only if first granted written permission by the COMMONWEALTH.

4. It is understood and agreed to by the parties hereto that the required preventive and response maintenance functions shall be provided in the manner indicated below:

<u>Maintenance Function</u>	<u>* Method to be Employed</u>
Preventive Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Agency/Municipal Personnel <input type="checkbox"/> Contract Services
Response Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Agency/Municipal Personnel <input type="checkbox"/> Contract Services

* Check appropriate boxes

The AGENCY agrees that the provisions of Exhibit "C" attached hereto and made part hereof shall apply if either maintenance function is performed using municipal personnel. In

addition, if the AGENCY employs a contractor to perform either maintenance function, the AGENCY agrees to submit the name and address of the contractor to the COMMONWEALTH, together with a copy of the agreement between the contractor and the AGENCY. It is further understood that the use of a contractor does not relieve the AGENCY of any obligations included in the terms or conditions of this Agreement.

5. The AGENCY hereby certifies that it shall make available sufficient funds to provide the maintenance program described in this Agreement and its attendant exhibits.

6. It is understood that if the AGENCY fails to fulfill its responsibilities as described herein, the AGENCY may be disqualified from future federal- or state-aid participation on those projects for which the AGENCY has video sharing system maintenance responsibility until such time as the AGENCY provides the required maintenance services to bring the improvements to a level of maintenance satisfactory to the COMMONWEALTH. It is also understood and agreed that if the AGENCY fails to provide the required maintenance services within thirty (30) days of the receipt of written notice from the COMMONWEALTH, the COMMONWEALTH shall have the right to perform the required maintenance services in the AGENCY's stead and at

the AGENCY's expense. Furthermore, it is understood and agreed that performance of the maintenance services by the COMMONWEALTH in the AGENCY's stead shall not relieve the AGENCY of its responsibility for continued maintenance of the improvements. It is further understood and agreed that federal- and/or state-aid participation may be withheld on all future projects until the AGENCY demonstrates to the COMMONWEALTH and the Federal Highway Administration that all required maintenance and operation services are being provided by the AGENCY without the necessity of the COMMONWEALTH's performing duties herein described as being the responsibility of the AGENCY.

7. SAVE HARMLESS - The AGENCY agrees that it will indemnify, save harmless and defend (if requested) the COMMONWEALTH, its agents, representatives and employees, from all suits, actions or claims of any character, name or description, damages, judgments, expenses, attorneys' fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the AGENCY, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter.

8. The AGENCY shall comply with the Commonwealth Contractor Integrity Provisions attached as Exhibit "D" and made part hereof.

9. The AGENCY shall comply with the Provisions Concerning the Americans with Disabilities Act attached as Exhibit "E" and made part hereof.

10. The Pennsylvania Right-to-Know law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the AGENCY shall comply with, the clause entitles Contract Provisions - Right-to-Know Law 8-K-1532, attached as Exhibit "F" and made a part of this Agreement. As used in this Agreement, the term "Contractor" refers to the "AGENCY".

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST

MONTGOMERY TOWNSHIP

Title: Secretary DATE
LAWRENCE J. GREGAN

BY _____
Title: Chairman DATE
CANDYCE FLUEHR CHIMERA

SUBDIVISION's resolution authorizing execution and attestation must accompany this Agreement. Please indicate the signers' titles and date signatures.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Engineer DATE

APPROVED AS TO LEGALITY
AND FORM

BY _____
For Chief Counsel DATE

RECORDED NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
ACTIVITY PROGRAM _____
SYMBOL _____
AMOUNT _____

BY _____
for Comptroller DATE

Agreement No. _____ is split _____ 0 %, expenditure amount of
\$ _____ 0 , for federal funds and _____ 0 %, expenditure amount of
\$ _____ 0 , for state funds. The related federal assistance
program name and number is _____ n/a ; _____ n/a . The state
program name and number is _____ n/a ; _____ n/a .

Preapproved Form:
OGC NO. 18-K-392
Appv'd OAG 12/14/98

TRAFFIC SIGNAL MAINTENANCE

Attachment 1

Video Sharing Installation Equipment

1. Fiber optic cable within AGENCY property between backbone cable and AGENCY facility, and within AGENCY facility
2. Fiber optic termination panel
3. COMNET 10/100/1000 Mbps Ethernet 2 port media converter
4. Category 6 Patch Cable
5. Fiber Optic Patch Cable Single Mode
6. Category 6 cable between Ethernet switch and video sharing computer workstation
7. Cisco application software (residing on video sharing computer workstation)

Attachment 2

Video Sharing System Maintenance Agreement
Contract Design Drawings

Exhibit "A"

PREVENTIVE MAINTENANCE

The AGENCY or its contractor will provide preventive maintenance for each individual component of the video sharing system covered by this agreement at intervals not less than those indicated below. This is the recommended level of maintenance to keep the video sharing system in mechanically, structurally and aesthetically good condition.

RESPONSE MAINTENANCE

The AGENCY or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore the video sharing system to proper and safe operation.

Exhibit "B"

RECORDKEEPING

Accurate and up-to-date recordkeeping is an essential component of a good maintenance program. In recognition of this fact, the AGENCY is willing to prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the video sharing system equipment covered by this agreement.

The AGENCY agrees to establish a separate file for each installation and keep its records in a safe, secure location.

At a minimum, the following records will be kept by the AGENCY or its contractor.

Response Maintenance Record

Each time response maintenance is required at the video sharing system, complete a form to document the problem and corrective actions.

Preventive Maintenance Record

Provide a record of the preventive maintenance activities performed at the video sharing system. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

EXHIBIT "C"

VIDEO SHARING SYSTEM MAINTENANCE

The Commonwealth and the Federal Highway Administration mandate that all equipment installed using federal or state funds be properly maintained throughout its useful life.

The SR 0202, Section 320 Contractor will provide maintenance on installed equipment for a two-year period under contract provisions. Following the two-year period, the maintenance obligations for the video sharing installation (see Attachment 2 - Design Drawings) are as noted below and illustrated on the attached design drawings.

Pennsylvania Department of Transportation:

The Department will maintain all fiber optic cable, terminations and splices, and Ethernet network equipment located at the RTMC, at the communications hub locations, and within their right-of-way, up to the physical point of connection to the Partners right-of-way / Fiber Termination Panel.

Specifically, the maintenance responsibilities separation point is the Fiber Termination Panel for PennDOT fiber connection, located at the West Whiteland Township Municipal Building.

Maintenance obligations include all labor and material costs to keep the system functional.

Video Sharing Partner:

The Video Sharing Partner will maintain all fiber optic cable, terminations and splices, and Ethernet network equipment located within their right-of-way and buildings.

Specifically, the maintenance responsibilities separation point is the Fiber Termination Panel for PennDOT fiber connection, located at the West Whiteland Township Municipal Building.

The Township will maintain fiber drop cable within their right-of-way and at the fiber termination panel, and all internal Ethernet connections between the Township Ethernet switch and operator workstation.

Maintenance obligations include all labor and material costs to keep the system functional.

Response Maintenance / Emergency Repairs

The Department and the Video Sharing Partner will work together as needed to troubleshoot issues with the video sharing system and to assist with determining type of and location of malfunction. Once malfunction is identified, it is the appropriate agencies responsibility to repair or replace failed equipment in order to restore the system to proper and safe operation within a one week period, unless prohibited by weather or the availability of equipment.

Documentation

The Department and the Video Sharing Partner shall keep accurate and up-to-date records of all preventive, response maintenance and emergency repair activities. Each agency shall share this information as requested. See Exhibit B for additional information.

EXHIBIT "D"

CONTRACTOR INTEGRITY PROVISIONS

- a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
- 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - 2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - 3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - 4) **Financial interest** means:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - 5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
 - b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
 - d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
 - e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
 - f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
 - g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
 - h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
 - i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
 - j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
 - k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

EXHIBIT "E"

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

NONEXCLUSIVE HIGHWAY EVENT DATA and VIDEO SHARING LICENSE AGREEMENT

THIS NONEXCLUSIVE HIGHWAY EVENT DATA and VIDEO SHARING LICENSE AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the Commonwealth of Pennsylvania, acting through its Department of Transportation ("PENNDOT")

and

MONTGOMERY TOWNSHIP, with a mailing address of 1001 STUMP ROAD
MONTGOMERYVILLE, PA 18936, ("LICENSEE"). Both PENNDOT and the LICENSEE, when used together, are referred to as the Parties.

WITNESSETH:

WHEREAS, PENNDOT wishes to disseminate highway event data and video imagery from PENNDOT transportation management systems to its partners comprised of transportation agencies, public safety agencies, planning agencies, research partners, media partners for television, radio, and newspapers, and third party video solution providers; and,

WHEREAS, widespread dissemination of traveler information benefits the public through reduced highway congestion, fewer crashes, and improved safety; and,

WHEREAS, as part of a regional Intelligent Transportation System program, data on current traffic conditions and Closed Circuit Television (CCTV) provides information beneficial to the efficient and safe operation of a highway system; and,

WHEREAS, by distributing current highway event data as recorded through PENNDOT's Road Condition Reporting System (RCRS) and/or images from the CCTV subsystem, transportation efficiencies and safety benefits may be realized; and,

WHEREAS, PENNDOT has agreed to allow the LICENSEE to use its intellectual property consisting of highway event data and live video and/or images from traffic cameras (Commonwealth IP) and has determined that this Nonexclusive Highway Event Data and Video Sharing License Agreement (Agreement) is the appropriate legal instrument to be executed by the Parties; and,

WHEREAS, PENNDOT is willing to grant the LICENSEE a limited non-transferable, non-exclusive, revocable license to use the Commonwealth IP, subject to the terms and conditions of this Agreement and LICENSEE's formal acknowledgement of its acceptance of the terms and conditions of PENNDOT's Highway Event Data and Video Policy (Policy) which is incorporated by reference as if physically attached to this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises set forth below, the Parties agree, with the intention of being legally bound hereby, to the following:

1. The foregoing recitals are hereby incorporated by reference as a material part of this Agreement.
2. PENNDOT hereby grants to LICENSEE a limited nonexclusive, nontransferable, revocable license to use the Commonwealth IP consisting of PENNDOT's highway event data and statewide real-time live video and images from traffic cameras.
3. Since the Commonwealth IP is funded by the taxpayers of the Commonwealth of Pennsylvania, the LICENSEE shall refrain from making any representations or creating any inferences express or implied that the use of the Commonwealth IP constitutes evidence of an affiliation with or endorsement by PennDOT of any of LICENSEE's products or services or any of LICENSEE's agents, sponsors, or advertisers. Therefore:
 - (a) The Commonwealth IP must be clearly identified as originating from PENNDOT. Title and ownership of the Commonwealth IP shall remain at all times with PENNDOT and the Commonwealth and LICENSEE shall acknowledge PENNDOT's exclusive right and title to the Commonwealth IP and reasonably cooperate with its protection at all times.
 - (b) The LICENSEE must place the 511PA logo on the bottom right ninth frame prior to broadcast or display of PennDOT video images, and this logo must remain visible at all times. Copies of the approved 511PA logo will be provided by PENNDOT. Use of any logo other than that of 511PA or the licensee must be pre-approved in writing by PENNDOT.
 - (c) At no time shall the Commonwealth IP be referred to by any other name (e.g., "Jam Cam," etc.).
 - (d) LICENSEES that advertise traffic camera coverage generated by PENNDOT shall include the disclaimer statement set forth in Section 17 (b) of the Agreement.
4. PENNDOT may determine that some images are inappropriate for public dissemination, and therefore may in its sole discretion terminate the video feed to stop the broadcast of questionable/inappropriate video images. Examples of these images may include, but are not limited to, activities involving fatalities, rescue workers performing lifesaving techniques, any police activities (e.g., high speed pursuits, riots or violence) and content that is abusive, deceptive, fraudulent, harassing, defamatory, obscene, misleading, invasive of privacy or publicity rights, illegal, or otherwise objectionable to PENNDOT.
5. The LICENSEE may not electronically or otherwise alter, enhance, modify, or create derivative works based upon use of the Commonwealth IP. The privacy of motorists and other individuals appearing in any images must be respected. The LICENSEE's unauthorized use of images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes and LICENSEE shall be solely responsible for violation of any of these laws.
6. Control (on/off, pan, tilt, zoom) of all PENNDOT cameras providing the video feed resides with PENNDOT. PENNDOT will not respond to requests for specific camera shots.

- 7.** PENNDOT reserves the right to delay or stop transmission of the Commonwealth IP video feed at any time, for any reason, or for no reason at all. The LICENSEE shall not be entitled to recoup any costs, or to make any claim for loss of business, loss of profits, or for any other damages or loss arising from the termination of the feed.
- 8.** The LICENSEE shall not distribute the Commonwealth IP to a third party without the express written permission of PENNDOT. If LICENSEE receives permission to do so, the third party must first execute a Nonexclusive Video Sharing License Agreement with PENNDOT.
- 9.** The LICENSEE may not use the Commonwealth IP for any purpose other than to show the current traffic status. Any other use must be pre-approved in writing by PENNDOT and will require a letter to be executed by both Parties and retained in the Commonwealth's files.
- 10.** If the LICENSEE breaches this Agreement and fails to cure the breach within 24 hours' after notice by PENNDOT to the LICENSEE, in a manner satisfactory to PENNDOT, as approved in writing, then PENNDOT may take whatever legal action it deems appropriate including the issuance of a cease and desist letter and discontinuance of the feed and, where necessary, termination of the Agreement. Such actions shall not affect PENNDOT's right to unilaterally stop the feed as provided in Paragraph 7 of this Agreement.
- 11.** The Commonwealth IP shall be accessed by the LICENSEE in the manner directed by PENNDOT and shall not violate any law or regulation or infringe on the legal rights of any third party. Access to the PennDOT video feed is free of charge; however, all costs incurred to acquire the Commonwealth IP (i.e., connections, hardware, transmission, etc.) shall be the LICENSEE's sole responsibility. The LICENSEE shall reimburse any costs that PENNDOT may incur in order for the LICENSEE to acquire the Commonwealth IP. PennDOT may change the process or systems through which licensees access the Commonwealth IP at any time. If this occurs, each licensee, including LICENSEE, shall be responsible for all costs for alterations necessary to maintain access to the Commonwealth IP.
- 12.** In the event of any substantive change to the LICENSEE's use of the Commonwealth IP the LICENSEE shall submit in writing the nature of the change for PENNDOT's review and approval.

In no event shall LICENSEE's use of the Commonwealth IP, or access to or connection to PENNDOT systems or infrastructure damage the same or result in the malfunction of any systems or interruption of any highway event data and/or video feed. In the event of such damage, LICENSEE shall be solely responsible for any damages and PENNDOT reserves the right to pursue all damages available to it at law or equity; collect any sums owed under security furnished pursuant to this Agreement, where applicable; terminate this Agreement as set forth herein; and/or pursue other available remedies.

- 13.** If through this Agreement the LICENSEE provides PENNDOT with highway event data and/or video feeds and/or information collected by the LICENSEE'S systems, the LICENSEE grants PENNDOT a non-exclusive license to use, adapt and reproduce all highway event data and/or

video feeds and/or information and make these works available for dissemination in accordance with the terms of PENNDOT's Video Sharing Policy and this Agreement.

- 14.** LICENSEE understands and agrees that it may display Commonwealth IP only, and LICENSEE may not record, archive, reproduce, or download the Commonwealth IP for later use, without the express written consent of PENNDOT. PENNDOT expressly reserves all rights not granted in this Agreement. Nothing in this License Agreement constitutes a waiver of PENNDOT's rights under any Federal or state law, or should be construed as a grant of a license to any invention, copyright, trademark, trade secret or patent by implication or under the terms and conditions of this Agreement. This Paragraph shall survive the term and/or termination of this Agreement.
- 15.** This Agreement shall be effective upon execution. It shall commence on the execution date and shall continue indefinitely, subject to termination as provided below.
- 16.** The rights granted to the LICENSEE by this Agreement shall not be assigned, subleased, franchised, sold, offered for sale, encumbered, or otherwise disposed of by the LICENSEE, either voluntarily, or by operation of law, nor shall the LICENSEE delegate its duties, without PENNDOT's prior, written consent.
- 17.** LICENSEE agrees that use of the Commonwealth IP shall present a positive, quality image of PENNDOT and the Commonwealth of Pennsylvania and therefore:
 - (a) LICENSEE shall provide attribution at all times by including a credit line acknowledging PENNDOT and the Commonwealth of Pennsylvania as the provider and holder of the Commonwealth IP.
 - (b) If LICENSEE includes any advertising or commercial activity in conjunction with the prescribed use of the Commonwealth IP, then LICENSEE shall include a disclaimer on every copy of the Commonwealth IP stating that: "The use of the Commonwealth IP is for a public service only and is not intended to serve as an endorsement of the advertising or commercial activity by PENNDOT."
 - (c) All Commonwealth IP is provided "as is." All warranties of any kind, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses, and non-infringement of proprietary rights, are disclaimed.
 - (d) If PENNDOT determines that any advertising used in conjunction with PENNDOT's Intellectual Property does not comply with PENNDOT's guidelines or does not contribute to a positive, quality image of PENNDOT and the Commonwealth of Pennsylvania, or is inappropriate for any reason, then LICENSEE shall promptly remove the advertising.
 - (e) LICENSEE agrees that it shall immediately notify PENNDOT in writing of any objectionable content appearing on the Site.
 - (f) As noted in Section 8, LICENSEE shall promptly notify and seek written pre-approval from PENNDOT relative to any proposed effort to distribute Commonwealth IP to a third party. If PENNDOT determines that the proposed arrangement or agreement with the third party may not contribute to a positive, quality image of PENNDOT and the Commonwealth, or is inappropriate for any reason, PenndOT may deny the proposal.

(g) If PENNDOT determines that any act or failure to act by LICENSEE negatively affects the positive, quality image of PENNDOT and the Commonwealth of Pennsylvania that PENNDOT wishes to project, or is inappropriate for any reason, and if PENNDOT sends LICENSEE a written request for a change—in any form including email—then LICENSEE shall promptly conform its policies and actions to PENNDOT's written request.

18. LICENSEE agrees, at its own expense, to defend, indemnify, and hold PENNDOT harmless from and against all claims, demands, liabilities, obligations, costs and expenses of any nature whatsoever arising out of or based upon the use of the Commonwealth IP or breach by LICENSEE of any material terms of this Agreement. IT IS THE INTENT OF THIS PROVISION TO ABSOLUTELY ABSOLVE AND PROTECT THE COMMONWEALTH, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LOSS RESULTING FROM PERFORMANCE UNDER THIS AGREEMENT.
19. If the LICENSEE must enter PENNDOT property to connect to infrastructure, PENNDOT hereby grants to LICENSEE, its employees, agents, representatives and contractors, subject to the terms and conditions of this Agreement and the oversight of PENNDOT, a right to enter Commonwealth and PENNDOT property as necessary to carry out its obligations under this Agreement. For this AGREEMENT, PENNDOT property is defined as a Traffic Management Center or other physical facility, and does not include access to highway rights-of-way. Licensee must provide written notice one week in advance of intent to access PENNDOT property.
20. The following requirement does not apply to transportation agencies or public safety agencies, nor shall it apply when LICENSEE is not entering real property owned or occupied by the Commonwealth and PENNDOT. LICENSEE shall maintain comprehensive general liability insurance and property damage insurance. The minimum amounts of coverage shall be \$250,000.00 per person and \$1,000,000.00 per occurrence for bodily injury, including death, and \$250,000.00 per person and \$1,000,000.00 per occurrence for property damage. These coverages shall be occurrence-based. The policy(ies) shall name the Commonwealth as an additional insured and shall contain a provision that the coverages afforded thereunder shall not be cancelled or changed unless at least thirty (30) days' prior written notice has been given to the Commonwealth, excepting cancellation for nonpayment of premium for which 15 days' prior written notice shall be given to the Commonwealth. Prior to the commencement of work under this Agreement, LICENSEE shall provide PENNDOT with a current certificate(s) of insurance showing the required coverage and provisions. LICENSEE shall immediately notify PennDOT of any change in its insurance coverage(s), including termination of the required coverage(s).
21. In the event of a material change, the LICENSEE shall execute a letter amendment to this Agreement or, where deemed necessary by PENNDOT, a new Agreement to continue to use the Commonwealth IP.
22. The Commonwealth IP is provided "AS IS." As such, PENNDOT makes no warranty or representation, either expressed or implied, with respect to the Commonwealth IP's quality, performance, merchantability or fitness for a particular purpose. The LICENSEE assumes the entire risk as to the quality of the Commonwealth IP and PENNDOT shall not be liable for any damages, caused, in whole or in part, by use of the Commonwealth IP. The LICENSEE shall keep

accurate books of account and records covering all transactions related to the rights granted under this Agreement. PENNDOT or its duly authorized representatives shall have the right upon five days' prior written notice, and, during normal business hours, to inspect and audit the LICENSEE's accounts and records involving use of the Commonwealth IP.

- 23.** LICENSEE, by executing this Agreement, expressly acknowledges that no property rights in favor of LICENSEE shall be created under this Agreement, except for the nontransferable, nonexclusive license granted herein. A LICENSEE is afforded no right to appeal the termination of this Agreement.
- 24.** The LICENSEE agrees to abide by the Commonwealth's "Contractor Integrity Provisions" and the "Provisions Concerning the Americans with Disabilities Act" set forth in Exhibits "A" and "B" and made a part of this Agreement.
- 25.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the LICENSEE shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "C" and made a part of this Agreement. As used in this Contract/Agreement, the term "Contractor" refers to the LICENSEE.
- 26.** PennDOT reserves the right to modify or amend this Agreement at any time. If this occurs, PENNDOT will notify the LICENSEE in writing of the change. If this change is not of a material nature, then the parties can memorialize it in an exchange of letters.
- 27.** NOTICE: Any notice required to be given pursuant to this Agreement shall be in writing and delivered in person to the other party or by certified or registered mail, return receipt requested.

TO PENNDOT: Pennsylvania Department of Transportation
 Bureau of Highway Safety and Traffic Engineering
 400 North Street, 6th Floor
 Harrisburg, PA 17120
 Attention: Robert J. Pento, P.E.

TO LICENSEE:

[Address]

- 28.** The Parties acknowledge that this Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous oral and written communications regarding the subject matter.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

LICENSEE:*

ATTEST:

Township Manager/Secretary DATE
Lawrence J. Gregan

BY: _____
Chairman, Board of Supervisors DATE
Candyce Fluehr Chimera

**If a Corporation, a Senior Officer (President, Vice President, CEO, COO or Chairperson) must execute this Agreement. If a Limited Liability Company (LLC), a Member or Manager must execute this Agreement. Pennsylvania Statutory signature rules apply, unless documentation supporting the signatory's authority is attached to this Agreement.*

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary of DATE
Transportation or designee

APPROVED AS TO LEGALITY
AND FORM

BY _____
for Chief Counsel

FUNDS COMMITMENT DOC. NO. _____
CERTIFIED FUNDS AVAILABLE _____
UNDER SAP NO. _____
SAP COST CENTER _____
G/L. ACCOUNT _____
DATE AMOUNT _____

BY _____
Deputy General Counsel DATE

BY _____
for Comptroller Operations DATE

BY _____
Deputy Attorney General DATE

*Please provide resolution authorizing signatures, if necessary.

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act*, 65 Pa.C.S. §§1101 et seq.; the *State Adverse Interest Act*, 71 P.S. §776.1 et seq.; and the *Governor's Code of Conduct, Executive Order 1980-18*, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18*, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law*, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
 - a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:

(1) obtaining;

- (2) attempting to obtain; or
- (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 *et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act*, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
 - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

- b.** "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
- c.** "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- d.** "Financial interest" means:

 - (1)** Ownership of more than a five percent interest in any business; or
 - (2)** Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e.** "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- f.** "Immediate family" means a spouse and any unemancipated child.
- g.** "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h.** "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after an election.

January 16, 2001

PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 *et seq.*, The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C.F.R. § 35.130, and all other regulations promulgated under *Title II of The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT B

Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

Revised February 1, 2010

EXHIBIT C

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

12/7/2011

SUBJECT: Consider Authorization to Execute Penn Dot Agreements – State Project No. I 476/PA309
Traffic Management System.

MEETING DATE: December 17, 2012

ITEM NUMBER: #18B

MEETING/AGENDA: WORK SESSION ACTION XX CONSENT NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,
Chairman, Board of Supervisors

BACKGROUND:

Penn Dot will be designing and installing/upgrading various traffic signals, Intelligent Transportation System (ITS) devices and communication infrastructure along the 309 Corridor to address congestion resulting from an incident on I-476 – Turnpike North East Extension that restrict traffic on the Turnpike which is then diverted to PA 309.

A project summary by the design engineer is attached along with a list of equipment and locations scheduled along the PA 309 corridor including Montgomery Township. The summary also includes an explanation of the operation and control of the equipment.

Once the proposed equipment is installed, Penn Dot will be responsible for maintenance of all ITS devices and the mainline fiber trunk. Maintenance of the traffic signal systems and the fiber optic “drop” cable from those signals will still be the Township's responsibility. The Township has previously approved Penn Dot's standard Signal Maintenance Agreement for traffic signal installations related to its traffic signals along PA 309.

Penn Dot is requesting that the Township execute a new PennDOT Traffic Signal Maintenance Agreement and a Cooperative Memorandum of Agreement to govern the installation, maintenance and operation of the various traffic signals and ITS equipment to be installed/upgraded under this project.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

The Board previously approved Penn Dot's standard Signal Maintenance Agreement for the Traffic Signals at the signalized intersections along PA 309.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None. The installation of the equipment is 100% funded by PennDOT.

RECOMMENDATION:

Authorize the execution of both the Traffic Signal Maintenance Agreement and Cooperative Memorandum of Agreement with Penn Dot for the installation, maintenance and operation of various traffic signals, ITS and communication equipment for Penn Dot State Project No. I 476/PA309 Traffic Management System.

MOTION/RESOLUTION:

Resolution attached.

ROLL CALL:

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

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

RESOLUTION NO.

MONTGOMERY TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

A RESOLUTION AUTHORIZING THE TOWNSHIP OF MONTGOMERY TO ENTER INTO A TRAFFIC SIGNAL MAINTENANCE AGREEMENT AND A COOPERATIVE MEMORANDUM OF AGREEMENT FOR THE INSTALLATION OF VARIOUS TRAFFIC SIGNALS AND COMMUNICATION EQUIPMENT FOR THE STATE PROJECT NO. I-476/PA 309 TRAFFIC MANAGEMENT SYSTEM

BE IT RESOLVED BY the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, that the Chairman be authorized and directed to sign the attached Traffic Signal Maintenance Agreement # _____, and Cooperative Memorandum of Agreement # _____ and that the Township Secretary be authorized and directed to attest and seal the same.

DULY PRESENTED AND ADOPTED by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania in a public meeting held this 17th day of December, 2012.

ATTEST:

BOARD OF SUPERVISORS
MONTGOMERY TOWNSHIP

Lawrence J. Gegan, Manager/Secretary

By: _____
Candyce Fluehr Chimera, Chairman

MOTION BY:

VOTE: -

SECOND BY:

CERTIFICATION

I, Lawrence J. Gegan, Manager/Secretary of Montgomery Township, Montgomery County, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted at a regular meeting of the Board of Supervisors held on December 17, 2012.

(SEAL)

By: _____
Lawrence J. Gegan, Manager/Secretary

Date: December 17, 2012

PROJECT SUMMARY

I-476 (PENNSYLVANIA TURNPIKE NORTHEAST EXTENSION) / PA 309 CORRIDOR TRAFFIC MANAGEMENT SYSTEMS (TMS)

BACKGROUND:

The Pennsylvania (PA) Turnpike Northeast Extension (I-476) / PA 309 Corridor Traffic Management System (TMS) Project has been developed to address both routine traffic and diversions from the PA Turnpike and PA 309 associated with incidents in this region. Through similar planning efforts, such as the Schuylkill Expressway Corridor Transportation System Management (SECTSM) Plan, and specific deployments such as the SR 0023 Section ITC Project in Montgomery County, the region has established a standard of managing traffic and transit operations seamlessly across multiple jurisdictional and agency boundaries. This philosophy will be extended to the I-476/PA 309 Corridors through the TMS Project.

OVERVIEW:

When congestion resulting from an incident restricts travel on I-476 or PA 309, traffic diverts to the arterial network. There are currently no coordinated traffic signal timing plans to manage traffic on these parallel roads, many of which are heavily traveled and experience regular congestion. The Delaware Valley regional Planning Commission (DVRPC) initiated Phase 1 of the PA Turnpike Northeast Extension / PA 309 Corridor Unified Traffic Management and Signal Coordination Plan (476/309 UTMSC). The 476/309 UTMSC was a joint effort undertaken by multiple government agencies and municipalities along the I-476 and PA 309 Corridors. Forty municipalities in Montgomery and Bucks Counties were involved in the project. The 476/309 UTMSC produced a 2005 Report on its findings, which identified a number of corridors for signalization and intelligent transportation systems (ITS) upgrades. This Project will focus on implementing the UTMSC's recommended improvements on three (3) corridors identified in the report.

PennDOT District 6-0 will be the primary stakeholder for the ITS Devices [Closed Circuit Television (CCTV), Vehicle Detection, and Dynamic Message Signs (DMS)]. All control of these devices will be carried out from the PennDOT District 6-0 Traffic Management Center (TMC), located in King of Prussia, PA. CCTV cameras will be used to verify incidents and coordinate incident response, as well as monitor traffic along detour routes. As part of this project, PennDOT will establish links to the townships to facilitate the sharing of CCTV video. DMS signs will be utilized by PennDOT to provide motorists with information relating to traffic diversion route information; advisory messages including AMBER Alerts; post automated travel time information to I-476 or other major routes; and provide special event information.

Both PennDOT and the local municipalities will be co-stakeholders in the traffic signal elements of this project. As the owner, primary operator, and maintainer of the traffic signal systems in their area, the local townships will be the primary stakeholder in these efforts. This project will provide the townships with updated traffic signal equipment and interconnection. The primary control and timing of traffic signals will be carried out from the municipal control centers in each of these townships. The traffic signal corridors are located along established diversion routes to I-476 and PA 309. As part of this project, PennDOT will develop special event timing plans that will be implemented during diversions off of I-476 and PA 309. During these diversions, PennDOT will assume control of the traffic signals via a direct communications link and implement/augment these timing plans as necessary with assistance from feedback provided by detection and CCTV video. In order for this cooperation to work effectively, agreements will need to be made between PennDOT and the townships outlining when and under what circumstances PennDOT may assume control of these signals.

CORRIDORS:

The Pennsylvania (PA) Turnpike Northeast Extension (I-476) / PA 309 Corridor Traffic Management System (TMS) Project addresses the design and implementation of traffic signal improvements and ITS devices for the following three (3) corridors:

PA 309 (Bethlehem Pike) Corridor

Limits: Dekalb Pike to Orvilla Road

Municipalities: Hatfield, New Britain, Hilltown and Montgomery Townships

Proposed: 10 Signals, 4 CCTV, 1 DMS, 4 Travel Time Readers

SR 0063 (Sumneytown Pike) Corridor

Limits: The Shops of Harleysville to SR 0309 Ramps

Municipalities: Lower Salford, Towamencin, Upper Gwynedd, Lower Gwynedd Townships & North Wales Borough

Proposed: 32 Signals, 6 CCTV, 3 DMS, 9 Travel Time Readers

Germantown Pike Corridor

Limits: Swede Road to Plymouth Road

Municipalities: East Norriton and Plymouth Townships

Proposed: 14 Signals, 1 CCTV

Total: 56 Signals, 11 CCTV, 4 DMS, 13 Travel Time Readers

Agreement No. _____
SAP Vendor No. _____
Federal ID No. 23-6005687

COOPERATIVE MEMORANDUM OF AGREEMENT

This Cooperative Memorandum of Agreement entered into this ____ day of _____, _____, by and between the Commonwealth of Pennsylvania, acting through its Department of Transportation, hereinafter referred to as the DEPARTMENT,

and

the Montgomery Township, a political subdivision of the Commonwealth of Pennsylvania, with a mailing address of 1001 Stump Road, Montgomeryville, PA 18936, hereinafter referred to as MUNICIPALITY.

WITNESSETH:

WHEREAS, the DEPARTMENT has issued the State Route (SR) 0063, Section ITS project (PROJECT) in Montgomery and Bucks Counties to upgrade and expand the DEPARTMENT'S existing Intelligent Transportation System (ITS) network, to address both routine traffic and diversions from the Pennsylvania (PA) Turnpike Northeast Extension (I-476) and/or PA 309 associated with incidents in this region and;

WHEREAS, the traffic management strategy is intended to be utilized to improve communications and technology improvements within the corridors and to better inform vehicular and public transit travelers of traffic incidents and to improve multi-agency coordination and the management of daily traffic operations, and;

WHEREAS, the traffic management strategy will be used to effectuate upgrades and interconnecting signals between the PA Turnpike Northeast Extension (I-476) and PA 309 and adjacent corridors and to further improve the flow of traffic on a daily basis, as well as during incidents on the PA Turnpike Northeast Extension (I-476) or PA 309, and;

WHEREAS, the area of the project will include the entire Sumneytown Pike / Norristown Road corridor from the Shops of Harleysville to PA 309 Ramps, Bethlehem Pike corridor from DeKalb Pike to Orvilla Road, and Germantown Pike corridor from Swede Road to Plymouth Road, and every municipality located within these parameters, including the Lower Salford Township, Towamencin Township, Upper Gwynedd Township, North Wales Borough, Lower Gwynedd Township, Hilltown Township, New Britain Township, Hatfield Township, Montgomery Township, East Norriton Township, and Plymouth Township, and;

WHEREAS, the DEPARTMENT and the MUNICIPALITY share a common interest in facilitating the safe and efficient management of traffic flow along state, county and locally-owned roadways parallel to the PA Turnpike Northeast Extension (I-476) and PA 309 in the event of an incident and wish to coordinate and disseminate accurate travel condition information to area motorists and the traveling public, and;

WHEREAS, the need for shared communication cable for CCTV, DMS, and/or TTR at the following location(s) has been found to be warranted:

WHEREAS, the cost of installing communication cable at these locations is being partially or totally funded with state and/or federal funds, and;

WHEREAS, the DEPARTMENT to maintain the CCTV, DMS and TTR devices along with related communication equipment and cable: and,

WHEREAS, the DEPARTMENT and the MUNICIPALITY now wish to outline their respective functions and responsibilities in this Memorandum of Agreement (Agreement).

*When referred to collectively, the DEPARTMENT and the MUNICIPALITY are

referred to as the Parties.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises set forth below, the DEPARTMENT and the MUNICIPALITY agree, with the intention of being legally bound, to the following:

1. The foregoing recitals are incorporated by reference as a material part of this Agreement.
2. DEPARTMENT personnel located within the DEPARTMENT's Regional Traffic Management Center (RTMC), District 6-0 Building at 7000 Geerdes Boulevard, King of Prussia, PA, will serve as the point of contact during an incident along Pennsylvania Turnpike Northeast Extension (I-476) or PA 309. The DEPARTMENT will provide contact information directly to the MUNICIPALITY. Communication between the DEPARTMENT and MUNICIPALITY will be achieved via telephone, where the RTMC can be reached at 610-205-6934.
3. The MUNICIPALITY will identify one point of contact to the DEPARTMENT. The MUNICIPALITY's point of contact will be responsible for ensuring that vital information is disseminated to others within the MUNICIPALITY, the content of which will be subject to the discretion of Township Manager (municipal contact) within the MUNICIPALITY.
4. The MUNICIPALITY agrees to permit the DEPARTMENT to monitor traffic conditions, via the use of video cameras and travel time readers to be installed along the roadways, within the boundaries of the MUNICIPALITY. In the event of an incident along the PA Turnpike Northeast Extension (I-476) or PA 309, warranting the use of a parallel route traffic management plan, determined solely by the DEPARTMENT, the MUNICIPALITY agrees to allow the DEPARTMENT to implement revised traffic signal timing and phasing plans along roadways located within the boundaries of the MUNICIPALITY and to post traveler information on any Dynamic Message Sign (DMS)

within the boundaries of the MUNICIPALITY to facilitate regional traffic required to be diverted from the PA Turnpike Northeast Extension (I-476) or PA 309. However, the Parties acknowledge and agree that as a condition of this arrangement, the DEPARTMENT will contact the MUNICIPALITY prior to the implementation of a traffic management plan. During implementation of the traffic management plan, MUNICIPALITY agrees to provide available township forces to clear incidents along the roadway located within the boundaries of the MUNICIPALITY. For this purpose, an incident will be defined as an event which either partially or fully blocks a travel lane. Upon completion of the DEPARTMENT'S traffic management plan and the resumption of normal operations, the DEPARTMENT will promptly contact and notify the MUNICIPALITY. Communication between the DEPARTMENT and MUNICIPALITY will be achieved via telephone, where the RTMC can be reached at 610-205-6934.

5. The DEPARTMENT will own, maintain, and operate video cameras, travel time readers / travel time system, and DMS locations along area roadways, as well as the communication infrastructure used to operate these devices.

6. In the event of immediate danger to MUNICIPALITY operation or to the highway user, the parties hereto agree to fully cooperate with each other. The parties will notify the appropriate individuals as set forth below:

A. DEPARTMENT contact will be the RTMC which can be reached at (610) 205-6934.

B. MUNICIPALITY contact will be the Township Manager, who can be reached at:

Telephone No: (215) 393-6907

DEPARTMENT and MUNICIPALITY will immediately notify

each other under the notice provisions in paragraph concerning any change in DEPARTMENT or MUNICIPALITY contact information.

7. The term of this Agreement shall be for two (2) years from the date of its execution, and shall automatically renew for additional one-year terms unless cancelled by either party on written notice delivered not less than ninety (90) calendar days prior to the end of the term. Such notice of cancellation shall be by letter sent U.S. mail, certified, return receipt requested. Notice of cancellation to DEPARTMENT shall be addressed to the Secretary of Transportation at the then-current address of the Secretary of Transportation. Notice of cancellation to MUNICIPALITY shall be addressed to the General Manager at the then current address of MUNICIPALITY's principal offices.

8. The DEPARTMENT has the right to terminate this Agreement for reasons as stated in the following paragraphs. Termination shall be effective upon receipt of written notice from either party to the other.

A. Termination for Convenience:

DEPARTMENT shall have the right to terminate this Agreement for its convenience if DEPARTMENT determines termination to be in its best interest. MUNICIPALITY shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall MUNICIPALITY be entitled to recover loss of profits.

B. Non-Appropriation:

The DEPARTMENT's obligations are contingent upon appropriation of funds for the Project Agreement Purpose. The DEPARTMENT shall have the right to terminate a Project Agreement because of nonavailability of sufficient funds (state and/or federal) for the DEPARTMENT to pay for the services to be rendered under this Agreement.

C. Termination for Cause:

DEPARTMENT shall have the right to terminate this Agreement for MUNICIPALITY's default upon written notice to MUNICIPALITY. The DEPARTMENT shall have the right to terminate this Agreement or any Project Agreement executed with cause upon written notice to MUNICIPALITY.

9. This Agreement may not be modified or amended except in writing signed by duly authorized representatives of both MUNICIPALITY and DEPARTMENT. This Agreement may not be assigned by either party without the prior written authorization of the other party. This Agreement should not be construed to confer any rights upon any other persons or entities of any kind not a party hereto.

10. This Agreement shall be binding and inure to the benefit of the successors and assigns of MUNICIPALITY and DEPARTMENT.

11. MUNICIPALITY agrees to abide by the Commonwealth's "Contractor Integrity Provisions" and the "Provisions Concerning the Americans with Disabilities Act" set forth in Exhibits "A," and "B," and made a part of this Agreement.

12. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, and made a part of this Agreement. As used in this Contract/Agreement, the term "Contractor" refers to the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, by their duly authorized officials, on the date first above written.

ATTEST:

By _____
Date

Lawrence J. Gegan
Township Manager/Secretary

By _____
Date

Candyce Fluehr Chimera
Chairman, Board of Supervisors

If a Corporation, the President or Vice President must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general must sign.

=====

Do not write below this line – for Commonwealth use only

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

by _____
Scott Christie, P.E. Date
Deputy Secretary for Highway Administration

APPROVED AS TO LEGALITY
AND FORM

by _____
Chief Counsel Date

by _____
Deputy Attorney General Date

by _____
Deputy General Counsel Date

PRELIMINARILY APPROVED

by _____
Assistant Counsel Date

Funds Commitment Document Number

Certified Funds Available under SAP Number

SAP Cost Center

GL Account

Amount

SAP Vendor Number

by _____
for Comptroller Date

AGREEMENT NO. _____
FEDERAL ID NO. _____

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

MADE and entered into this ____ day of _____, 20__, by
and between the Commonwealth of Pennsylvania, Department of
Transportation, hereinafter called COMMONWEALTH,

and

MONTGOMERY TOWNSHIP _____, a political
subdivision in the County of _____ MONTGOMERY _____,
Pennsylvania, by its proper officials, hereinafter called
SUBDIVISION.

W I T N E S S E T H:

WHEREAS, the need for traffic signals at the following
location(s) has been found to be warranted:

Taylor Road / McLaughlin Road & Bethlehem Pike

Bethlehem Pike & Richardson Road

WHEREAS, the need for shared communication cable for CCTV, DMS and traffic signals at the following location(s) has been found to be warranted:

Taylor Road / McLaughlin Road & Bethlehem Pike
Bethlehem Pike & Richardson Road

WHEREAS, the cost of installing traffic signals and communication cable at these locations is being partially or totally funded with state and/or federal funds; and,

WHEREAS, the COMMONWEALTH to maintain the communication to CCTV and DMS.

WHEREAS, the communication cable for traffic signal including splice box and communication cable tail to traffic signal controller to be maintained by the SUBDIVISION.

WHEREAS, traffic signal equipment is installed to serve a specific purpose through a distinct mode of operations; and,

WHEREAS, the useful life of traffic signal equipment is defined as the time from installation until it is either removed

or replaced with signal equipment which better serves the need of the intersection; and,

WHEREAS, the COMMONWEALTH and the Federal Highway Administration have established policies which mandate that all traffic signal equipment installed with state or federal funds be properly maintained and operated throughout its useful life; and,

WHEREAS, the SUBDIVISION has indicated its willingness to accept ownership of the traffic signal installation(s) listed on this Agreement.

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises hereinafter set forth, and with the intention of being legally bound hereby, agree as follows:

1. SUBDIVISION shall, at its own expense, operate the traffic signal in accordance with the permit(s) issued by the COMMONWEALTH for the location(s) listed below:

2. It is understood and agreed by the parties hereto that, upon final acceptance by the COMMONWEALTH, title to the traffic signal installation(s) listed above shall vest in the SUBDIVISION. In this connection, it is further understood that the SUBDIVISION shall provide preventive and response maintenance, at its own expense, for the installation(s) covered by this Agreement in accordance with the provisions of Exhibit "A" attached hereto and made part a part hereof.

3. The SUBDIVISION further agrees to prepare and retain an accurate record of the preventive and response maintenance activities performed on the installation(s) covered by this agreement. In this regard, the SUBDIVISION agrees to keep these records in accordance with the provisions of Exhibit "B" attached hereto and made part hereof and shall make such materials available at all reasonable times for inspection by the COMMONWEALTH. It is further understood that the SUBDIVISION may utilize forms other than those specified in Exhibit "B" only if first granted written permission by the COMMONWEALTH.

4. It is understood and agreed to by the parties hereto that the required preventive and response maintenance functions shall be provided in the manner indicated below:

<u>Maintenance Function</u>	<u>* Method to be Employed</u>
Preventive Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Municipal Personnel <input type="checkbox"/> Contract Services
Response Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Municipal Personnel <input type="checkbox"/> Contract Services

* Check appropriate boxes

The SUBDIVISION agrees that the provisions of Exhibit "C" attached hereto and made part hereof shall apply if either maintenance function is performed using municipal personnel. In addition, if the SUBDIVISION employs a contractor to perform either maintenance function, the SUBDIVISION agrees to submit the name and address of the contractor to the COMMONWEALTH, together with a copy of the agreement between the contractor and the SUBDIVISION. It is further understood that the use of a contractor does not relieve the SUBDIVISION of any obligations included in the terms or conditions of this Agreement.

5. The SUBDIVISION hereby certifies that it shall make available sufficient funds to provide the maintenance program described in this Agreement and its attendant exhibits.

6. It is understood that if the SUBDIVISION fails to fulfill its responsibilities as described herein, the SUBDIVISION may be disqualified from future federal- or state-aid participation on those projects for which the SUBDIVISION has traffic signal maintenance responsibility until such time as the SUBDIVISION provides the required maintenance services to bring the improvements to a level of maintenance satisfactory to the COMMONWEALTH. It is also understood and agreed that if the SUBDIVISION fails to provide the required maintenance services within thirty (30) days of the receipt of written notice from the COMMONWEALTH, the COMMONWEALTH shall have the right to perform the required maintenance services in the SUBDIVISION's stead and at the SUBDIVISION's expense. Furthermore, it is understood and agreed that performance of the maintenance services by the COMMONWEALTH in the SUBDIVISION's stead shall not relieve the SUBDIVISION of its responsibility for continued maintenance of the improvements. It is further understood and agreed that federal- and/or state-aid participation may be withheld on all future projects until the SUBDIVISION demonstrates to the COMMONWEALTH and the Feral Highway

Administration that all required maintenance and operation services are being provided by the SUBDIVISION without the necessity of the COMMONWEALTH's performing duties herein described as being the responsibility of the SUBDIVISION.

7. SAVE HARMLESS - The SUBDIVISION agrees that it will indemnify, save harmless and defend (if requested) the COMMONWEALTH, its agents, representatives and employees, from all suits, actions or claims of any character, name or description, damages, judgments, expenses, attorneys' fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the SUBDIVISION, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter.

8. The SUBDIVISION shall comply with the Commonwealth Contractor Integrity Provisions attached as Exhibit "D" and made part hereof.

9. The SUBDIVISION shall comply with the Provisions Concerning the Americans with Disabilities Act attached as Exhibit "E" and made part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST

MONTGOMERY TOWNSHIP

Title: Secretary DATE
LAWRENCE J. GREGAN

BY _____
Title: Chairman DATE
CANDYCE FLUEHR CHIMERA

SUBDIVISION's resolution authorizing execution and attestation must accompany this Agreement. Please indicate the signers' titles and date signatures.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Engineer DATE

APPROVED AS TO LEGALITY
AND FORM

BY _____
For Chief Counsel DATE

RECORDED NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
ACTIVITY PROGRAM _____
SYMBOL _____
AMOUNT _____

BY _____
for Comptroller DATE

Agreement No. _____ is split _____%, expenditure amount of
\$ _____, for federal funds and _____%, expenditure amount of
\$ _____, for state funds. The related federal assistance
program name and number is _____; _____. The state
program name and number is _____; _____.

Preapproved Form:
OGC NO. 18-K-392
Appv'd OAG 12/14/98

TRAFFIC SIGNAL MAINTENANCE

Exhibit "A"

PREVENTIVE MAINTENANCE

The SUBDIVISION or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this agreement at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

RESPONSE MAINTENANCE

The SUBDIVISION or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

RESPONSE MAINTENANCE SCHEDULE

KNOCKDOWNS

TYPE OF REPAIR PERMITTED

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
Loop	Emergency or Final
Magnetometer	Emergency or Final
Sonic	Emergency or Final
Magnetic	Emergency or Final
Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only

Exhibit "B"

RECORDKEEPING

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the SUBDIVISION is willing to prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this agreement.

The SUBDIVISION agrees to establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the SUBDIVISION or its contractor for each intersection. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

Exhibit "C"

SIGNAL MAINTENANCE ORGANIZATION

Personnel Requirements

In order to properly maintain the traffic signal equipment covered by this agreement, the SUBDIVISION agrees to provide, as minimum, the following staff throughout the useful life of the equipment.

Classification	Number
1.	
2.	
3.	
4.	
5.	

Training

In order to upgrade the ability of its present staff to properly perform the required maintenance functions, the SUBDIVISION agrees to secure the following training for the listed personnel classifications.

Classification	Training Required
1.	
2.	
3.	
4.	
5.	

Budget Requirements

The SUBDIVISION agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this agreement.

Personnel Classifications

When referred to in this agreement, the following definitions will be used to describe personnel classifications as they relate to the maintenance and operation of traffic signal equipment.

- A. Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics:
 - (a) Intersection geometry
 - (b) Traffic flow theory
 - (c) Control type (fixed time, actuated, etc.)
 - (d) Signal phasing and timing
 - (e) Signal intersection
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

- B. Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.

2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

C. Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work performed.

CONTRACTOR INTEGRITY PROVISIONS

- a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
- 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - 2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - 3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - 4) **Financial interest** means:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - 5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
 - b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
 - d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
 - e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
 - f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
 - g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
 - h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
 - i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
 - j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
 - k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

EXHIBIT

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Accept Variable Message Sign Trailer from Southeastern Pennsylvania Regional Taskforce

MEETING DATE: December 17, 2012

ITEM NUMBER: #19

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, Supervisor
Liaison – Public Safety Committee

BACKGROUND:

Through grants from the Department of Homeland Security, the Southeastern Pennsylvania Regional Taskforce (SEPA RTF) has been acquiring various resources to better prepare the region for man-made and natural disasters. Earlier this year, the Taskforce decided to purchase sixteen (16) Variable Message Sign Trailers for distribution throughout Montgomery County. Representatives from the Montgomery County Department of Public Safety contacted Montgomery Township to see if we would be interested in housing one of these trailers.

While housing the trailer, Montgomery Township would have the ability to use the trailer for emergency incidents and planned events (5K Run, Autumn Fest, National Night Out, etc.) in the township. In addition, the trailer is equipped with speed enforcement equipment that could be used by the Police Department to alert drivers that they are exceeding the posted speed limit.

In return for housing the trailer, the SEPA RTF expects Montgomery Township to agree to the following expectations:

1. Obtain Pennsylvania registration and licensing for the VMST.
2. Provide insurance coverage for VMST liabilities, loss and/or damage.
3. Maintain the VMST in a state of operational readiness.
4. Incur all costs relative to the registration and operation of the VMST.
5. Deploy the VMST upon notification from the SEPA RTF and/or a county PSAP (Public Safety Answering Point/Dispatch), w/in the SEPA 5-county region.
6. Operate the VMST in accordance with PennDot standards and 'all other' applicable standards of the Uniform Traffic Manual.
7. Agree that the VMST is on permanent loan and adopted by the municipality, with ultimate ownership by the SEPA RTF. Non-compliance with any of the above stipulations may be cause for the VMST to be returned to the SEPA RTF.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve the execution of an agreement with the Southeastern Pennsylvania Regional Taskforce to house a Variable Message Sign Trailer.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the execution of an agreement with the Southeastern Pennsylvania Regional Taskforce to house a Variable Message Sign Trailer.

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.

**SOUTHEASTERN PENNSYLVANIA REGIONAL TASK FORCE (SEPA RTF),
PUBLIC WORKS ENGINEERING AND TRANSPORTATION WORK GROUP**

Subject: SEPA RTF Variable Message Sign Trailer (VMST); Agreement Form

This document sets forth the agreement/understanding by which recipients of a SEPARTF VMST will comply. The stipulations of the agreement are as follows:

- 1. agree to obtain Pennsylvania registration and licensing for the VMST.**
- 2. agree to provide insurance coverage for VMST liabilities, loss and/or damage.**
- 3. agree to maintain the VMST in a state of operational readiness.**
- 4. agree to incur all costs relative to the registration and operation of the VMST.**
- 5. agree to incur the cost of activation and ongoing operation of the VMST cell modem hardware, which enables PennDot software messaging; est. \$600.00 per year, each VMST. (Optional)**
- 6. agree to deploy the VMST upon notification from the SEPA RTF and/or a county PSAP (Public Safety Answering Point/Dispatch),w/in the SEPA 5-county region.**
- 7. agree to operate the VMST in accordance with PennDot standards and 'all other' applicable standards of the Uniform Traffic Manual.**
- 8. agree, by signing of the SEPA RTF Custody Property Pass and Inventory System, that the VMST is on permanent loan and adopted by the municipality, with ultimate ownership by the SEPA RTF. And, understanding that non-compliance with any of the above stipulations may be cause for the VMST to be returned to the SEPA RTF.**

Name of Municipality: _____ No. of VMST: _____

Municipality Representative: (print) _____

Date: _____ (signature) _____

SEPARTF Representative: (print) _____

Date: _____ (signature) _____

PROPERTY RECEIPT FORM

(SEPA RTF 09.21.12)



SOUTHEASTERN PENNSYLVANIA
Regional Task Force

SOUTHEASTERN PENNSYLVANIA REGIONAL TASK FORCE-ISSUED EQUIPMENT

PROPERTY ISSUED TO:

Recipient Name (Last, First, MI)	
Recipient Organization	
Building/Room	
Email Address	
Phone Number	

I understand that I am personally responsible for the property identified below, and that I may be held liable for its loss or damage, unless otherwise relieved of responsibility by the Southeastern Pennsylvania Regional Task Force (SEPA RTF). I agree to insure, register and maintain (as applicable).

I understand that all equipment shall be maintained in accordance with manufacturer's specifications. Further, mileage and usage must be tracked in a permanent log book for vehicles (watercraft, trailers, various vehicle types). Watercraft requires tracking of the hours of use. The log book shall be stored within the vehicle.

I understand that the property is FOR OFFICIAL USE ONLY and may not be transferred except by return to or approval of the SEPA RTF. I understand that bar code identification may not be removed from these items.

Equipment shall be used by the end-user in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal funds. When no longer needed for the original program or project, the end-user shall contact the Equipment Manager or the SEPA RTF Logistics and Security Chief for further disposition instructions. Reference: 44 CFR – Emergency Management and Assistance; PEMA Administrative Manual; and PEMA Policy Information Memorandum – G-08-001.

Questions should be directed to the issuing Equipment Manager or SEPA RTF Logistics and Security Chief.

Signature of Recipient		Date	
Task Force Equipment Manager		Date	
Property Returned		Date	

Asset Name/Qty	Model	PO Number	Serial Number	Barcode	Price

Notes

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Participate- Wissahickon Multi-Municipal MS4 Education Program

MEETING DATE: December 17, 2012

ITEM NUMBER: #20

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Stacy Crandell  BOARD LIAISON: Joseph Walsh, EAC Board Liaison
Assistant to the Township Manager

BACKGROUND:

Montgomery Township was recently contacted regarding participation in the Wissahickon Watershed Multi-Municipal MS4 Education Outreach Program. Participation in this program would help satisfy requirements in our Pennsylvania's municipal stormwater permit (PAG-13).

The Pennsylvania Environmental Council (PEC), along with Greentreks, Wissahickon Valley Watershed Association, and Audubon initiated a multi-municipal collaboration in response to interest expressed at a Spring 2012 meeting of more than 20 municipal representatives. This collaboration seeks to coordinate and expand educational programming related to the PAG-13 permit and new pollution discharge requirements. The program seeks to facilitate stormwater management efforts among municipalities that share political boundaries and the water resources that flow through them.

This multi-municipal stormwater program is designed to complement this MS4 permit, which requires extensive community education and staff training. PEC and its partner organizations are able to provide these resources to support education, outreach, and community engagement efforts.

Participation at this time does not require any funding from the municipality. Funding for this project has been received from several sources including the William Penn Foundation and Philadelphia Water Department. Some of the municipalities who participate in this program include: Ambler Borough, Horsham Township, Lansdale Borough, North Wales Borough, Springfield Township, Upper Gwynedd Township, and Whitpain Township.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Township staff recommends that the Board of Supervisors authorize the Township to participate in the Wissahickon Multi-Municipal MS4 Stormwater Education Outreach Program.

MOTION/RESOLUTION:

SEE ATTACHED 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 R. Bartle, Esq.

WHEREAS, Montgomery Township:

- Is engaged in activities and programs to educate community members, train appropriate target audiences about stormwater management and watershed protection in an effort to better manage stormwater runoff and comply with National Pollutant Discharge Elimination System (NPDES) program requirements;
- Is committed to participating in a collaborative multi-municipal program led by the Pennsylvania Environmental Council to implement relevant education, outreach and training activities required in Pennsylvania General Permit-13 (PAG-13) Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4s);
- Seeks to improve efficiencies and the effectiveness of municipal programming related to PAG-13 compliance and water resource protection;

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the Township to participate in the Wissahickon Multi-Municipal MS4 Stormwater Education Outreach Program which includes:

- Participating cooperatively with the Pennsylvania Environmental Council and its partners in Wissahickon Multi-Municipal MS4 Stormwater Education-Outreach Program;
- Working on a multi-municipal basis with PEC to plan and execute Wissahickon Multi-Municipal MS4 Education-Outreach Program activities consistent with municipal PAG-13 requirements;
- Identifying one municipal representative as a point of contact with PEC and program liaison to attend at least two annual Program planning meetings;

- Hosting, promoting, and/or endorsing agreed upon PAG-13 Program activities to include training, education, outreach events, community meetings and activities, workshops and forums for PAG-13 target audiences such as schools, businesses, and builders.
- Participating in Program activities to help ensure successful implementation of PAG-13 education and outreach and Program success;
- Providing PEC with periodic input and feedback on Program activities; and
- Providing a letter of commitment indicating readiness to participate in this multi-municipal Program.

MOTION BY:

SECOND BY:

VOTE:

DATE:

cc: Stacy Crandell, Minute Book, Resolution File, File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Change in Scope of Work - Friendship Park Site Grading/ Paving Improvements

MEETING DATE: December 17, 2012

ITEM NUMBER *#21*

MEETING/AGENDA:

ACTION **xx**

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Michael J. Fox, Township Supervisor
Board Liaison – Park and Recreation Committee

BACKGROUND:

In September, the Cutler Group authorized its contractor, Wolverine Constructors, to proceed with certain improvements on the Township's Friendship Park. The work involves site grading and paving improvements on the Park property in accordance with plans prepared by Chambers and Associates and in compliance with the approved NPDES permit for this work. The cost for the improvements is being paid by the Cutler Group as a credit against contributions offered by the Cutler Group in conjunction with the Montgomery Walk Development. The total cost for this scope of improvement to the park is \$546,463.82.

When the scope of work was prepared for Friendship Park it did not include temporary seeding which is used to help stabilize the site over winter. Permanent seeding cannot take this time of year. The Cutler Group's contractor has provided a change order with a quote of \$0.06 per square foot with an approximate quantity of 500,000 square feet and a projected cost of \$30,000.

The Township Engineer has advised that this stabilization is necessary to stay in compliance with the Montgomery County Conservation District Erosion and Sedimentation requirements and recommends the change in scope to include this work.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Accept Township Engineer's recommendation.

MOTION/RESOLUTION:

Now Therefore Be It Resolved by the Board of Supervisors that we hereby accept the Township Engineer's recommendation that the scope of the site work for Friendship Park be revised to include temporary seeding in accordance with the Cutler Group's contractor's estimate of \$0.6 per square foot.

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.



PROPOSAL WOLVERINE CONSTRUCTORS INC.

145 PACIFIC DRIVE
QUAKERTOWN, PA. 18951
215-536-7370 FAX 215-538-5476

DAVID CUTLER GROUP

2749

11/16/2012

PROPOSAL SUBMITTED TO 191 COMMERCE DRIVE		ESTIMATE NUMBER FRIENDSHIP PARK	DATE
STREET MONTGOMERYVILLE PA 18936		JOB NAME MONTGOMERYVILLE, PA	
CITY, STATE and ZIP CHUCK SPLENDORE		JOB LOCATION CHAMBERS R4 6-10-11	
CONTACT	PHONE	FAX	
		DATE OF PLANS	

WOLVERINE CONSTRUCTORS INC.

We hereby submit specifications and estimates for:

COST CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	CHANGE ORDER #1				
	<u>UNIT PRICE TO TEMPORARY SEED AND STRAW MULCH SITE</u>	SF		\$0.06	

CHANGE ORDER #1 SUBTOTAL= \$0.06 PER SQ FT

BASE BID TOTAL

EXCLUSIONS:

WE PROPOSE hereby to furnish material and labor in accordance with specifications above, for the sum of:

dollars \$ -

CONDITIONS: All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary Insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Note: This Proposal may be withdrawn by us if not accepted within

30

Authorized
Signature

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. you are authorized to do the work as specified. Payment will be made within 30 days.

SIGNATURE:

Date:

ACCEPTANCE OF PROPOSAL: The above conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Date of Acceptance: _____ Signature: _____

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Payment of Bills

MEETING DATE: December 17, 2012

ITEM NUMBER: #22

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Grogan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,
Chairman

BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approval all bills as presented.

MOTION/RESOLUTION:

None.

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

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
24782	12/4/12	00000967	DELAWARE VALLEY HEALTH INSURANCE	1,062.46
24783	12/7/12	1264	MORGAN STANLEY SMITH BARNEY INC	5,826.02
52753	11/30/12	00001783	THE HOMER GROUP	2,140.56
52754	12/11/12	00001484	SOVEREIGN BANK	88,292.57
52755	12/13/12	00000431	AHF-ABINGTON HEALTH FOUNDATION	500.00
52756	12/17/12	00902652	509 ASHBOURNE ROAD, LP	941.00
52757	12/17/12	00000842	911 SAFETY EQUIPMENT	108.00
52758	12/17/12	00000187	ABOUT FLAGS, INC.	613.60
52759	12/17/12	00000006	ACME UNIFORMS FOR INDUSTRY	792.02
52760	12/17/12	00000068	ADAM WEBSTER	75.00
52761	12/17/12	00902653	ADP	16.00
52762	12/17/12	00001929	ADVANTAGE LASER PRODUCTS, INC.	199.00
52763	12/17/12	00001202	AIRGAS EAST, INC.	172.52
52764	12/17/12	00902656	ALAN INDUSTRIES	72.00
52765	12/17/12	00000936	ALAN SWIFT	75.00
52766	12/17/12	00000053	ALLIED WASTE SERVICES #320	3,123.02
52767	12/17/12	00902658	ART LAND INC.	1,200.00
52768	12/17/12	00000031	AT&T	225.66
52769	12/17/12	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	267.96
52770	12/17/12	00000417	NANCY J. LARKIN	1,232.88
52771	12/17/12	00000043	BERGEY'S	15,114.36
52772	12/17/12	BT005683	BFPA, LLC	70.00
52773	12/17/12	00001938	BILL WIEGMAN	270.00
52774	12/17/12	BT005219	BRENDA ROMANO	164.50
52775	12/17/12	00001903	BRIAN JANSSENS	60.00
52776	12/17/12	00000423	BURGER KING #2513	62.12
52777	12/17/12	00000069	C L WEBER CO INC.	66.51
52778	12/17/12	00000071	CANON BUSINESS SOLUTIONS, INC.	508.00
52779	12/17/12	00000072	CANON FINANCIAL SERVICES, INC	1,197.00
52780	12/17/12	00000380	CARL HERR	45.00
52781	12/17/12	00000363	COMCAST CABLE	216.90
52782	12/17/12	00000335	COMCAST CORPORATION	958.49
52783	12/17/12	00902657	COMMUNITY HEALTH SYSTEMS	12.96
52784	12/17/12	00000108	COUNTY ELECTRIC SUPPLY COMPANY, INC	223.63
52785	12/17/12	00000159	SSL GROUP LP	81.58
52786	12/17/12	00000342	D & S CUSTOM COVERS	520.50
52787	12/17/12	00000024	DAVID P. BENNETT	30.00
52788	12/17/12	00001945	DAVID S. WOLFE	45.00
52789	12/17/12	00001627	DEER PARK DIRECT	142.38
52790	12/17/12	00000612	DELAWARE VALLEY MUNICIPAL	325.00
52791	12/17/12	BT004764	DR. SHARON BLEILER DENTAL CARE	130.58
52792	12/17/12	00000967	DELAWARE VALLEY HEALTH INSURANCE	13,767.62
52793	12/17/12	00000967	DELAWARE VALLEY HEALTH INSURANCE	122,933.27
52794	12/17/12	00000146	E.A. DAGES, INC.	219.10

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
52795	12/17/12	00000092	E.M. KUTZ, INC.	368.34
52796	12/17/12	00001332	EAGLE POWER & EQUIPMENT CORP	25.90
52797	12/17/12	00001809	ECYNBRO TRUCKING LLC	240.00
52798	12/17/12	00001957	EDMOND SKRZAT	30.00
52799	12/17/12	00902659	EDNA PUMROY	1,200.00
52800	12/17/12	00902660	ELIZABETH WEBER, REALTOR	1,200.00
52801	12/17/12	00000160	ERB & HENRY EQUIPMENT INC.	608.96
52802	12/17/12	00000161	EUREKA STONE QUARRY, INC.	64.31
52803	12/17/12	00000644	FARM & HOME OIL COMPANY	309.00
52804	12/17/12	00000171	THE GGS GROUP INC	197.16
52805	12/17/12	00001663	FIRE DEPARTMENT OF MONTGOMERY	10,000.00
52806	12/17/12	00000169	FEDEX	178.30
52807	12/17/12	00001466	FEDEX OFFICE	220.85
52808	12/17/12	00001669	FIRST HOSPITAL LABORATORIES, INC.	56.75
52809	12/17/12	00000428	FRANK MANAGEMENT, LLC	708.00
52810	12/17/12	00000188	GALLS, AN ARAMARK CO., LLC	142.80
52811	12/17/12	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	552.00
52812	12/17/12	00001842	GLEN ROETMAN	50.00
52813	12/17/12	00001323	GLICK FIRE EQUIPMENT COMPANY INC	42.13
52814	12/17/12	00000213	HAJOCA CORPORATION	83.76
52815	12/17/12	00001510	HOLLY DAYS NURSERY, INC.	1,000.00
52817	12/17/12	00000903	HOME DEPOT CREDIT SERVICES	1,393.82
52818	12/17/12	00000133	BYM INC.	172.00
52819	12/17/12	00000318	INDUSTRIAL NAMEPLATE INC.	805.32
52820	12/17/12	00000148	JONATHAN S. BEER	800.00
52821	12/17/12	00902621	JEFFREY DONOHUE	1,200.00
52822	12/17/12	00001964	JOHN CATALDI	30.00
52823	12/17/12	00000890	JOHN H. MOGENSEN	120.00
52824	12/17/12	00001042	JOHN MILLER AND SON, INC.	10,147.16
52825	12/17/12	00001581	JOSEPH J. SIMES	270.00
52826	12/17/12	00001843	JOSEPH M. BENNETT	150.00
52827	12/17/12	00001995	KALER MOTOR COMPANY, LLC	5,850.00
52828	12/17/12	00902655	KARA M. PEARSON	1,200.00
52829	12/17/12	00000377	KATHY'S JUST DESSERTS, INC.	379.20
52830	12/17/12	00000264	KENCO HYDRAULICS, INC.	761.72
52831	12/17/12	00000107	KENNEDY CULVERT & SUPPLY CO., INC.	1,689.20
52832	12/17/12	00000270	JDN BLOCK INC.	87.00
52833	12/17/12	00000271	LANSDALE CHRYSLER PLYMOUTH INC.	829.21
52834	12/17/12	00001277	LARRY KNECHEL	100.00
52835	12/17/12	00000057	LAWN AND GOLF SUPPLY COMPANY, INC.	796.76
52836	12/17/12	00001706	LOWE'S COMPANIES INC.	5.90
52837	12/17/12	00000055	MARK MANJARDI	253.50
52838	12/17/12	00000201	LAWRENCE J. MURPHY	587.70
52839	12/17/12	00902661	MELLON CERTIFIED RESTORATION	1,200.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
52840	12/17/12	00001920	MICHAEL H. BEAN	105.00
52841	12/17/12	00001961	MICHAEL LONG	60.00
52842	12/17/12	00000867	MICHAEL SHEARER	45.00
52843	12/17/12	00002016	MICHAEL SHINTON	30.00
52844	12/17/12	00000912	MICHENER'S GRASS ROOTS, INC.	563.25
52845	12/17/12	00001759	PAUL MICHAEL WINTJE	150.00
52846	12/17/12	00000426	MONTGOMERY TOWNSHIP 300TH	80.00
52847	12/17/12	BT002917	MOVERS SPECIALITY SERVICE, INC.	12.00
52848	12/17/12	00000324	MOYER INDOOR / OUTDOOR	130.00
52849	12/17/12	00001381	NATIONAL DECALCRAFT CORP.	500.00
52850	12/17/12	00000250	AIMEE L. HEAVENER	63.20
52851	12/17/12	00000356	NORTH WALES WATER AUTHORITY	71.64
52852	12/17/12	00000356	NORTH WALES WATER AUTHORITY	81,400.00
52853	12/17/12	00000175	OCEANPORT, LLC	2,613.24
52854	12/17/12	00001134	OFFICE DEPOT, INC	131.15
52855	12/17/12	00902651	OSI RESTAURANT PARTNERS LLC	105.00
52856	12/17/12	00000367	P.K. MOYER & SONS, INC.	3,862.50
52857	12/17/12	00000186	JAROTH INC.	178.12
52858	12/17/12	00000379	PAUL B. MOYER & SONS, INC.	422.99
52859	12/17/12	00001840	PAUL R. MOGENSEN	135.00
52860	12/17/12	00000095	PAUL SMITH	120.00
52861	12/17/12	00000399	PECO ENERGY	10,504.30
52862	12/17/12	00000397	PECO ENERGY	12,893.36
52863	12/17/12	00000595	PENN VALLEY CHEMICAL COMPANY	601.18
52864	12/17/12	00000726	PENN-HOLO SALES & SERVICES	323.14
52865	12/17/12	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	189.44
52866	12/17/12	00000825	COMMONWEALTH OF PA	35.00
52867	12/17/12	00000375	PFS CORPORATION	12,788.04
52868	12/17/12	00001171	PHILA OCCHEALTH/DBA WORKNET OCC	330.81
52869	12/17/12	00000945	PIPERSVILLE GARDEN CENTER, INC.	180.44
52870	12/17/12	00000345	PRINTWORKS & COMPANY, INC.	635.00
52871	12/17/12	00000424	PSAB - PA STATE ASSOC OF BOROUGHES	75.00
52872	12/17/12	00000251	PSI PERSONNEL, LLC	1,739.52
52873	12/17/12	00000252	SUNG K. KIM	552.50
52874	12/17/12	00000439	RED THE UNIFORM TAILOR	1,630.55
52875	12/17/12	00001146	RESERVE ACCOUNT	1,500.00
52876	12/17/12	00001591	RHOMAR INDUSTRIES, INC.	822.55
52877	12/17/12	00000429	RICHARD PETERSON	100.00
52878	12/17/12	00000117	RIGGINS INC	2,573.36
52879	12/17/12	00000115	RIGGINS, INC	3,324.43
52880	12/17/12	00902534	ROSANNE KEEP	33.00
52881	12/17/12	00000653	SCATTON'S HEATING & COOLING, INC.	3,650.52
52882	12/17/12	00000365	SCOTT BENDIG	157.46
52883	12/17/12	00000556	SCOTT DEILEY	100.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
52884	12/17/12	00000015	NEXTEL PARTNERS OPERATING CORP	846.94
52885	12/17/12	00000015	NEXTEL PARTNERS OPERATING CORP	407.53
52886	12/17/12	00000469	SPRINT SPECTRUM, L.P.	59.99
52887	12/17/12	00001847	STAPLES CONTRACT & COMMERCIAL, INC	832.06
52888	12/17/12	00001952	STEVEN COHEN	20.00
52889	12/17/12	00001939	SERVICE TIRE TRUCK CENTERS	60.50
52890	12/17/12	00001200	SYNATEK	4,380.00
52891	12/17/12	00001164	THE GOOSE GUYS INC.	250.00
52892	12/17/12	00001783	THE HOMER GROUP	3,490.00
52893	12/17/12	00000496	GOODSON HOLDING COMPANY	1,901.90
52894	12/17/12	BT003398	THOMAS BURKE	112.32
52895	12/17/12	00000065	TIMOTHY MURRAY	15.00
52896	12/17/12	00000239	RONALD MAYRO & COMPANY	150.00
52897	12/17/12	00000720	TRAIL ELECTRICAL SERVICE, INC.	2,800.00
52898	12/17/12	00000506	TRANS UNION LLC	10.00
52899	12/17/12	00000077	TRISTATE ENVIRONMENTAL	7,834.16
52900	12/17/12	00000327	U.S. MUNICIPAL SUPPLY, INC.	7,275.47
52901	12/17/12	00000309	UL LLC	3,937.50
52902	12/17/12	00000032	VISA	155.00
52903	12/17/12	00000886	COMMONWEALTH OF PENNSYLVANIA	165.00
52904	12/17/12	00000520	VALLEY POWER, INC.	394.69
52905	12/17/12	00000040	VERIZON PENNSYLVANIA INC	853.89
52906	12/17/12	00001033	VERIZON CABS	547.77
52907	12/17/12	00000170	VERIZON COMMUNICATIONS, INC.	259.98
52908	12/17/12	00000038	VERIZON WIRELESS SERVICES, LLC	173.14
52909	12/17/12	00000038	VERIZON WIRELESS SERVICES, LLC	422.00
52910	12/17/12	00001839	VINAY SETTY	75.00
52911	12/17/12	00000301	W.B. MASON CO., INC.	40.52
52912	12/17/12	00001191	WARREN FUCHS	30.00
52913	12/17/12	00000760	WASTE MANAGEMENT OF	472.36
52914	12/17/12	00001329	WELDON AUTO PARTS	275.57
52915	12/17/12	00902654	WILLIAM A. BOWMAN	70.00
52916	12/17/12	00001948	WILLIAM H. FLUCK IV	60.00
52917	12/17/12	00000249	WILLIAM R. GOLTZ	110.00
52918	12/17/12	00000590	YOCUM FORD	205.40
52919	12/17/12	00000550	ZEP MANUFACTURING COMPANY	340.31
52920	12/17/12	00000209	BOUCHER & JAMES, INC.	48,436.98
52921	12/17/12	00000085	CHAMBERS ASSOCIATES, INC.	10,736.16
52922	12/17/12	00000125	DISCHELL, BARTLE, YANOFF & DOOLEY	10,124.67
52923	12/17/12	00000152	ECKERT SEAMANS CHERIN &	9,212.50
52924	12/17/12	00000817	GILMORE & ASSOCIATES, INC.	52,767.23
52925	12/17/12	00001282	KENNETH AMEY	1,742.50
52926	12/17/12	00001023	KERNS, PEARLSTINE, ONORATO	2,127.75
52927	12/17/12	00001972	ROBERT L. BRANT	1,546.25

Date: 12/14/12

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
52928	12/17/12	00001984	TRAFFIC PLANNING AND DESIGN, INC.	7,342.45
TOTAL				638,794.70

MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
11/28/2012	Commonwealth of PA	State Tax Payment	\$7,566.13
12/03/2012	IRS	945 Payment	\$3,570.21
12/03/2012	ICMA	DROP Plan Payment	\$12,228.24
12/03/2012	City of Philadelphia	Nov Wage Tax Payment	\$271.84
12/06/2012	IRS	941 Payment	\$120,512.10
12/06/2012	BCG	401/457 Plan Payment	\$25,095.64
12/06/2012	PA-SCDU	Withholding Payment	\$3,322.31
12/12/2012	Commonwealth of PA	State Tax Payment	\$13,076.42
Total Paid as of 12/17/2012			\$185,642.89