

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
August 26, 2013

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

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 August 12, 2013 Meeting
6. Consider Approval of Decision and Order – Conditional Use Application #C-61 – Capital Telecom Acquisitions, LLC – 608 Upper State Road
7. Consider Acceptance of PennDOT Offer to Purchase Right-of-Way Along County Line Road – Parcel 507
8. Consider Request for Waiver of Special Events Permit Fee – Bharatiya Temple
9. Consider Approval of Escrow Release #3 – LDS#653A - Montgomery Preserve Phase I
10. Consider Approval of DEP Sewage Facilities Planning Module - Crystal Road Townhouse Development
11. Consider Authorization to Submit Application for Traffic Signal Revisions – North Wales Road and Knapp Road
12. Consider Approval of Engineering Proposal – North Wales Road Sidewalk Extension
13. Community/Recreation Center Design Update Report
14. Consider Authorization to Execute BCG Service Agreement for Non-Uniformed 401a Pension Plan
15. Consider Authorization to Purchase Replacement Office Furniture - Police Department
16. Consider Authorization to Purchase Replacement Office Flooring – Police Department
17. Consider Payment of Bills
18. Other Business
19. Adjournment

Future Public Hearings/Meetings:

08-27-13 @ 7:00 PM – Environmental Advisory Committee
09-03-13 @ 7:30 PM – Zoning Hearing Board
09-03-13 @ 7:00 PM – 300th Committee
09-09-13 @ 8:00 PM – Board of Supervisors

NOTICE: Please be advised that all regular and special meetings of the Board of Supervisors are recorded for replay on the Township cable channels, Comcast 22 and Verizon 34.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: August 26, 2013

ITEM NUMBER: #3

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gegan
Township Manager

BOARD LIAISON: Joseph P. Walsh, 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

GUIDELINES

PUBLIC PARTICIPATION IN BOARD OF SUPERVISORS' MEETINGS

1. All official action and deliberations by a quorum of the Board of Supervisors shall take place at meetings that are open to the public unless closed under Sections 707 (relating to exceptions to open meetings) or 708 (relating to executive sessions) of the Sunshine Act: Open Meetings Law. *See*, 65 Pa.C.S. §704 [Open meetings].
2. The Board of Supervisors shall provide a reasonable opportunity at each advertised regular meeting and advertised special meeting for residents and/or taxpayers of Montgomery Township to comment on matters of concern, official action or deliberation which are or may be before the Board of Supervisors prior to taking official action. The Board of Supervisors has the option to accept all public comment at the beginning of the meeting. If the Board of Supervisors determines that there is not sufficient time at a meeting for the residents and/or taxpayers of Montgomery Township to comment, the Board of Supervisors may defer the comment period to the next regular meeting or to a special meeting occurring in advance of the next regular meeting. *See*, 65 Pa.C.S. §710.1(a) [Public Participation. General Rule].
3. Montgomery Township residents and taxpayers are encouraged to contact the Township Manager in advance if they have an issue to raise with the Board of Supervisors so that it can be formally placed on an agenda and to better enable the Board to deal with the issue on the same evening at which it is initially raised.
4. In order to participate in a meeting, members of the audience are asked to raise their hand and wait to be acknowledged by the Chairperson of the Board of Supervisors prior to addressing the Board of Supervisors. Once acknowledged of the Chair of the Board, state your name and address. At times, the Board of Supervisors may require a signature on a sign-in sheet in order to be recognized to speak. This may be required when the Board of Supervisors is faced with a major issue, there is a large public attendance or it is facing time constraints.
5. A recognized speaker is to come to the front of the room and use a microphone for speaking so that they can be heard by other members of the audience and the Board of Supervisors. This will also ensure that a summary of their comments can be reflected in the written minutes of the open meeting.
6. The Board of Supervisor's meeting minutes must include date, time and place of the meeting, the names of the members present, the substance of all official actions and a record of all votes, and the name and address of all citizens who appear officially at the meeting and the subject of their testimony. Minutes will include the nature of each individual(s) discussion, not word for word statements. The minutes are not meant to be a transcript of a public meeting and will provide only a summary of each individual(s) comments.
7. Anyone wishing to speak at a public meeting will be asked to state their name and address.

8. The Board of Supervisors hereby sets a time limit for each individual speaker of five (5) minutes and may also set an overall time limit for all comments by the audience when there is a complex issue or a large turnout. This is done to permit the greatest number of individuals to express their views in a reasonable time frame. If appropriate, the Board of Supervisors may waive the time limit.
9. Members of the audience are requested to limit their statements to comments which have not already been made by others.
10. Please refrain from making personal attacks or statements about Board Members or other members of the public or Township staff.
11. You may be asked to sign a sign-in sheet if you wish to be recognized to speak. This may be required by the Board when it is faced with a major issue, there is a large public attendance or it is facing time constraints.
12. Please refrain from calling out or speaking out of turn. When more than one person speaks at a time, neither the Board nor other members of the audience can benefit from hearing your comments and it is difficult to record your comments for the minutes.
13. Please be advised that all regular and special meetings of the Board of Supervisors are recorded for replay on the Township cable channels.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Announcement of Executive Session

MEETING DATE: August 26, 2013

ITEM NUMBER:

#4

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

Robert Iannozzi 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 August 12, 2013 Meeting

MEETING DATE: August 26, 2013

ITEM NUMBER: #5

MEETING/AGENDA: WORK SESSION


ACTION XX

NONE

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

INITIATED BY: Lawrence J. Grogan
Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman



BACKGROUND:

Just a reminder – Please call Deb Rivas or Shirley Snyder on Monday, August 26, 2013 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
AUGUST 12, 2013**

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

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

Following the Pledge of Allegiance, Chairman Joseph Walsh called for public comment from the audience. There was no public comment at this evenings meeting.

Township Solicitor 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 were two matters of potential litigation discussed, a PennDOT Compensation for Right-of-Way matter, litigation for a Zoning Hearing Board matter at 1630 County Line Road and two personnel updates. Mr. Bartle also reported that these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Chairman Joseph Walsh made a motion to approve the minutes of the July 22, 2013 Board meeting, and Supervisor Candyce Fluehr Chimera seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Chairman Joseph Walsh expressed his thanks to the Recreation Department and the staff for a successful and well-run Kids University program.

Chairman Joseph Walsh announced three employee resignations. Laura Duff has resigned her position as Public Information Coordinator effective August 14, 2013. Laura will be pursuing her Master's Degree at the University of Pittsburgh.

Margaret "Peggy" Steinbacher is resigning her position as a Police Dispatcher, effective August 31, 2013 after serving the Township since 1989. Barbara Friel has resigned her position as a Police Dispatcher, effective August 11, 2013 after serving the Township since 2007.

Resolution #1, made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, accepted the resignations of Laura Duff, Margaret "Peggy" Steinbacher and Barbara Friel from their positions with Montgomery Township and thanked them for their commitment to public service during their employment at Montgomery Township.

Director of Fire Services, Rick Lesniak reported that six volunteers of FDMT have completed the Basic Fire Fighter training course over the past two years. Training time requirements have risen steadily over the years and the Basic Fire Fighter training now required for new volunteer firefighters is 194 hours. Resolution #2, made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously recognized Peter Chimera, Michael Fassnacht, Carl Herr, Mary Newell, Marvin Mosby and Adam Webster for successfully completing the Basic Fire Fighter Certification Training Course.

Rick Lesniak reported that the U.S. Department of Homeland Security has announced the application period for the SAFER Grants will close on August 30, 2013. The SAFER Grant, in the amount of \$211,444.00, would enhance the local fire departments' abilities to comply with staffing, deployment, response and operational standards. If awarded to Montgomery Township, the recommendation would be that the grant be used to hire one full time career firefighter. Resolution #3, made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, approved the application for the FY2013 SAFER Grant by the Montgomery Township Department of Fire Services.

Director of Planning and Zoning, Bruce Shoupe reported that the staff and Township Solicitor have developed an amendment to the Zoning Code, Section 230-5 – Definition of Family. This proposed Ordinance is needed to bring the Zoning Code in compliance with recent court decisions. Resolution #4, made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously set Monday, September 9, 2013 after 8:00 p.m. in the Township building as the date, time and place for a Public Hearing to consider proposed Ordinance #13-275Z, an ordinance amending the Zoning Code regarding Section 230-5 – Definition of Family.

Resolution #5 made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized a construction escrow release for Keystone Homebrew in the amount of \$22,926.00.

Resolution #6 made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized a construction escrow release for General Hancock Partnership for the townhouse development in the amount of \$193,583.67.

Resolution #7 made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized a construction escrow release for the Pulte Groupe for Montgomery Pointe Phase III in the amount of \$5,831.10

Resolution #8 made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized a construction escrow release for the Pulte Groupe for Montgomery Pointe Phase IIB in the amount of \$7,072.75.

Bruce Shoupe reported that in March 2013 the Board accepted PennDOT's just compensation offer for right-of-way and/or land owned by the Township for the County Line Road widening project which required the relocation of the Rex Property driveway located at 104 Limekiln Pike. Resolution #9, made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized Joseph P. Walsh, Chairman to

sign and execute the private access easement for the Rex property driveway agreement for the property located at 104 Limekiln Pike.

Chief of Police, J. Scott Bendig reported that the Police Department is scheduled to replace two marked patrol vehicles and is proposing to purchase a 2014 Chevrolet Tahoe and a 2014 Dodge Charger as approved in the 2013 final budget. The Chevrolet Tahoe, at a cost of \$30,981.00 will replace a 2009 Ford Expedition. The Dodge Charger, at a cost of \$24,386.00 will replace a 2010 Ford Police Interceptor Sedan. Resolution #10, made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, awarded the contract for the purchase of a 2014 Dodge Charger from Lansdale Auto Group, an authorized vender under the Co-Stars Cooperative Purchase Program, at a cost of \$24,386 per their quote dated August 2, 2013, and awarded the contract for the purchase of a 2014 Chevrolet Tahoe from Day Chevrolet, an authorized vendor under the CWCOG Cooperative Purchasing Program at a cost of \$30,981.00 per their quote dated August 2, 2013.

Chief J. Scott Bendig reported that new uniform specifications have been proposed by the Police Department and staff are ready to solicit bids for the new contract. Resolution #11, made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized the Township Manager to advertise for bids for Police Uniforms. Said Bids are to be received on or before 10:00 a.m. on August 29, 2013, and will be opened at that time. Bids will be considered for award at the September 9, 2013 Board of Supervisor's meeting after 8:00 p.m. at the Township building.

Township Manager, Lawrence Gegan reported that consideration is being given to a "No turn On Red" restriction on the north bound approach of Upper State Road at the intersection with Horsham Road. Implementation of this restriction requires submission of a request to PennDOT to modify the Traffic Signal Permit. Kevin Johnson of Traffic Planning and Design has submitted a proposal to perform a traffic study to determine if this restriction is

warranted at this intersection. The analysis would include a detailed investigation including preparation of a speed study and sight distance measurements, attendance at Township meeting and field meeting with PennDOT Representatives. Phase I of this request is to submit a letter to PennDOT along with the recommendation by Chief of Police J. Scott Bendig. If the request is unsuccessful, additional studies would need to be done, using data from the Police Department and submitted to PennDOT. Resolution #12, made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously approved the Traffic Engineer Study Proposal from Traffic Planning and Design, Inc., dated August 1, 2013 to perform a traffic Study to determine if a "No Turn On Red" restriction is warranted on the northbound approach of Upper State Road at the intersection with Horsham Road at a not to exceed cost of \$2,350.

Lawrence Gregan reported that as a condition of the approval of the Wegman's Land Development plan, the Township required Simon Properties to perform a traffic impact study to determine what traffic improvements would be needed as a result of the development. The report was recently completed and reviewed by the Township Traffic Engineer, Kevin Johnson. The report recommended signal timing changes to the intersections of North Wales Road and Harbob Lane and a full traffic signal upgrade to the intersection of North Wales Road and Mall Entrance "F" including all new equipment and poles. The costs for upgrading these two traffic signals are the responsibility of the developer. Resolution #13, made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, adopted the resolutions authorizing the Township Manager to submit applications to the Pennsylvania Department of Transportation for approval of the signal timing changes to the intersections of North Wales Road and Harbob Lane, and a full traffic signal upgrade to the intersection of North Wales Road and Mall Entrance "F".

DRAFT

Minutes of Meeting of August 12, 2013

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Chairman Joseph Walsh made a motion to approve the payment of bills. Supervisor Candyce Fluehr Chimera seconded the motion. The payment of bills was unanimously approved as submitted.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Decision and Order - Conditional Use Application #C-61 – Capital Telecom Acquisitions, LLC – 608 Upper State Road

MEETING DATE: August 26, 2013

ITEM NUMBER: #6

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Joseph P. Walsh
Chairman

BACKGROUND:

This matter involves adoption of the written "Decision and Order" for the conditional use application of Capital Telecom Acquisitions, LLC, for 608 Upper State Road. The applicant was granted Conditional Use approval on July 22, 2013, to construct a 134 foot cell tower, including the panels for the co-location of 5 users, with the first to be AT&T Mobility for the expansion and upgrade of its 4G network in this area of the Township. The proposed telecommunication equipment area at the base of the tower will total 2,450 square feet. It will be surrounded by an 8 foot high wooden fence at the rear of 608 Upper State Road, which is zoned LI – Limited Industrial. The property is owned by Tradewinds Investment Corp.

At its July 22, 2013, regular meeting, the Board adopted Resolution #3, granting the requested conditional use approval.

Under the MPC, the Board is required to render a written decision on a conditional use application within 45 days after the last hearing on the application.

Pursuant to the MPC, the Solicitor has prepared a formal decision and order memorializing the Board's grant of the requested conditional use.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

A public hearing was held on July 22, 2013.

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

None

RECOMMENDATION:

Approve decision and order.

MOTION/RESOLUTION:

Motion is attached

MOTION _____

SECOND _____

ROLL CALL:

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

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

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Memorandum, Findings of Fact, Opinion and Order regarding the Conditional Use application of Capital Telecom Acquisitions, LLC, for 608 Upper State Road for the construction of a 134 foot cell tower, including the panels for the co-location of 5 users, with the first to be AT&T Mobility for the expansion and upgrade of its 4G network in this area of the Township. The proposed telecommunication equipment area at the base of the tower will total 2,450 square feet.

MOTION BY:

SECOND BY:

DATE:

VOTE:

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

IN RE: CONDITIONAL USE APPLICATION OF CAPITAL TELECOM ACQUISITION, LLC

**PREMISES:
608 UPPER STATE ROAD**

PARCEL NO.: 46-00-03916-00-7

APPLICATION NO.: C-61

DECISION AND ORDER

NATURE OF THE APPLICATION

Applicant Capital Telecom Acquisition, LLC is seeking conditional use relief to install a new telecommunications facility at the rear of the property located at 608 Upper State Road, further identified as Tax Parcel 46-00-03916-00-7.

In order to facilitate the proposed improvement and use of the property, Applicant seeks conditional use relief pursuant to Article XVII §230-103(A)(5) [LI-Limited Industrial District/Use Regulations] and Article XXX [Wireless Telecommunications Facilities] of the Montgomery Township Zoning Ordinance, as amended. Alternatively, Applicant seeks approval under the Telecommunications Act of 1996, 42 U.S.C. §332(c)(7)(B)(i)(I).

FINDINGS OF FACT

1. Applicant is Capital Telecom Acquisition, LLC.
2. Tradewinds Investment Corp. is the owner of the property located at 608 Upper State Road, further identified as Tax Parcel 46-00-03916-00-7. The property, which is approximately 1.9 acres and improved with a commercial retail building and associated improvements, is split-zoned. The front of the property is within the Township's C-Commercial District and the rear of the property is within the Township's LI-Limited Industrial District.
3. Applicant, a tenant with permission, filed an Application with this Board requesting conditional use relief pursuant to Article XVII §230-103(A)(5) [LI-Limited Industrial District/Use Regulations] and Article XXX [Wireless Telecommunications Facilities] of the Montgomery Township Zoning Ordinance, as amended. This Application was ultimately amended, including an alternative request for relief under the Telecommunications Act of 1996, 42 U.S.C. §332(c)(7)(B)(i)(I).
4. An advertised Hearing was held before this Board on July 22, 2013. At the Hearing, Applicant was represented by Christopher Schubert, Esquire.
5. No parties entered their appearance in opposition to the Application.
6. At the Hearing, the exhibits listed in the attached appendix were entered into the record.
7. The following four witnesses testified in support of the Application:
 - Scott Von Rein: Applicants' Site Acquisition Consultant;
 - Andrew Petersohn: Applicants' Radio Frequency Engineer;
 - Krup Kolandaivelu: Applicant's Engineer; and
 - Brian Seidel: Applicant's Land Planner.

The testimony of these witnesses is incorporated by reference as though fully set forth herein as findings of fact.

8. The proposal consists of the construction of a 130-foot antenna support structure and the placement of 12 panel-style antennas at the top of the tower.
9. The antennas will extend to the overall height of 134-feet above the ground.

10. The radio equipment cabinets will be placed at the base of the tower within a fenced 2,450 square-foot compound.
11. The fence surrounding the compound will be wooden, board-on-board style, and 8-feet in height.
12. The proposed access to the facility will be by way of a driveway expansion from the rear parking lot of the existing commercial building on the property.
13. The access drive will be paved and contained within a 20-foot wide right-of-way.
14. Parking spaces for two vehicles will be provided outside the gate leading to the compound.
15. This Board found that the testimony of Applicant's witnesses to be credible.
16. At the conclusion of the Hearing, this Board granted Applicant's requested conditional use relief. This Decision and Order shall serve as the formal, written approval memorializing the Board's oral approval granted at the Hearing.

CONCLUSIONS OF LAW

1. It is well-settled that once an applicant for conditional use bears the initial burden of proving compliance with the specific requirements of the zoning ordinance relative to that conditional use, the governing body is obligated to approve the conditional use unless objectors (neighbors) present sufficient evidence to such a high risk of probability that the Applicants' use will cause a substantial threat to the community.¹
2. Here, conditional use relief is sought under Article XVII §230-103(A)(5) [LI-Limited Industrial District/Use Regulations] and Article XXX [Wireless Telecommunications Facilities] of the Montgomery Township Zoning Ordinance, as amended, related to use regulations in the LI-Limited Industrial District and Wireless Telecommunications Facilities, respectively, to permit the proposed telecommunications facility. Alternatively, Applicant seeks approval under the Telecommunications Act of 1996, 42 U.S.C. §332(c)(7)(B)(i)(I).

¹ See e.g., *Borough of Perkasie v. Moulton Builders, Inc.*, 850 A.2d 778 (Pa. Commw. Ct. 2004).

3. In considering this requested relief, this Board must consider the following criteria set forth in Article XXI §230-156.2 of the Ordinance:

- The proposed use is permitted by conditional use, and it will conform to the applicable regulations of the district in which it is located or any district regulations which may relate to or apply to the use, including but not limited to setbacks, building coverage, open space and buffering.
- 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.
- 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 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.
- 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.
- 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 proposed use does not adversely affect or contradict Montgomery Township's Comprehensive Plan.
- The proposed use meets the purpose of the Ordinance, as set forth in Article I.
- The proposed use is suitable for the character of the neighborhood and the uses of the surrounding properties.
- The proposed use will not impair an adequate supply of light and air to adjacent property.
- The proposed use will not adversely affect the public health, safety or general welfare.
- The proposed use will not adversely affect transportation or unduly burden water, sewer, school, park or other public facilities.

- The proposed use shall not overcrowd land or create undue concentration of population or undue intensity of use.²
4. Having considered the credible testimony and record evidence presented at the Hearing in support of the Application, which demonstrates compliance with the applicable conditional use criteria above, and with no opposition from neighboring property owners, this Board concludes that Applicant has met its requisite burden of establishing an entitlement to the requested conditional use relief.
 5. Specifically, this Board finds that Applicant satisfactorily established compliance with the specific conditional use requirements under Article XXI, Section §230-156.2 of the Ordinance, and as such is permitted to install and operate a telecommunications facility under Article XVII §230-103(A)(5) [LI-Limited Industrial District/Use Regulations] in accord with Article XXX [Wireless Telecommunications Facilities].
 6. Given this Board's grant of conditional use relief under the Ordinance, Applicant's alternative request for relief under the Telecommunications Act of 1996, 42 U.S.C. §332(c)(7)(B)(i)(I) has not been considered.

[ORDER ON NEXT PAGE]

² See Article XXI, § 230-156 [Standards and criteria].

**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**

**IN RE: CONDITIONAL USE APPLICATION OF
CAPITAL TELECOM ACQUISITION, LLC**

**PREMISES:
608 UPPER STATE ROAD**

PARCEL NO.: 46-00-03916-00-7

APPLICATION NO.: C-61

ORDER

AND NOW, this 26th day of August 2013, the Conditional Use Application of Capital Telecom Acquisition, LLC is hereby **APPROVED**.

Applicant is permitted to install and operate a telecommunications facility on the property located at 608 Upper State Road, further identified as Tax Parcel #: 46-00-03916-00-7.

This grant of conditional use relief is subject to the following conditions:

- (1) Applicant shall ensure that all review letters, which were prepared in connection with its Conditional Use Application, are fully addressed to the satisfaction of the Township;
- (2) Applicant shall ensure that the installation and operation of the approved telecommunications facility is in accordance with Article XXX [Wireless Telecommunications Facilities] of the Montgomery Township Zoning Ordinance, as amended; and

- (3) the improvement and use of the property shall be in strict conformance with the testimony and exhibits presented at the Hearing.

**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**

JOSEPH P. WALSH, *Chairman*

JEFFREY W. MCDONNELL, *Vice-Chairman*

ROBERT J. BIRCH, *Member*

CANDYCE FLUEHR CHIMERA, *Member*

MICHAEL J. FOX, *Member*

APPENDIX 1

HEARING EXHIBITS

Board Exhibits

- B-1 Application
- B-2 Proof of Publication
- B-3 Notice
- B-4 Posting
- B-5 Gilmore Review Letters
- B-6 TPD Review Letters
- B-7 Ken Amey Review Letter
- B-8 MCPC Review Letter
- B-9 MTPC Review Letter
- B-10 Police Review Memo
- B-11 Zoning Review

Applicant Exhibits

- A-1 Application
- A-2 Amended Requests for Relief and Amended Addendum "A"
Application
- A-3 Deed
- A-4 Lease Agreement
- A-5 Affidavit
- A-6 RESERVED
- A-7 CV of Andrew Petersohn
- A-8 FCC License
- A-9 Topographic Map
- A-10 PennDot Traffic Counts
- A-11 Map Showing Existing Coverage
- A-12 Map Showing Proposed Coverage
- A-13 EME Compliance Report
- A-14 Non-Interference Report
- A-15 FAA Analysis
- A-16 CV of Krup Kolandaivelu
- A-17 Site Plans of NB&C
- A-18 landscape Plan
- A-19 Letter of Fall-Zone Setback
- A-20 Township engineer Review Letter

- A-21 Township Traffic Engineer Review Letter
- A-22 Township Fire Commissioner Review Letter
- A-23 Township Police Chief Review Letter
- A-24 CV of Brian Seidel
- A-25 Photo-simulation Analysis
- A-26 Site Suitability Assessment
- A-27 Township Land Planner Review Letter
- A-28 MCPC Review Letter
- A-29 MTPC Review Letter
- A-30 RESERVED

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

SUBJECT: Consider Acceptance of PennDOT Offer to Purchase Right-of-Way along County Line Road – Parcel 507

MEETING DATE: August 26, 2013

ITEM NUMBER: #7

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe

Director of Planning and Zoning

BOARD LIAISON:

Joseph P. Walsh

Chairman

BACKGROUND:

The attached is notification from PennDOT that they are offering just compensation for right-of-way and/or land owned by the Township, for road improvements for the County Line Road Widening Project. This parcel is: Parcel No. 507, which is located on County Line Road along the frontage of the Bharatiya Temple and Kingston Knoll Development, which comprises an area of .892 acres of Right-of-Way which was offered for dedication during the development of the two projects noted above. The compensation offered is \$9,000.00.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

Accept the compensation offered or have an appraisal performed to determine if areas are worth more than offer.

BUDGET IMPACT:

None

RECOMMENDATION:

Accept the just compensation offered.

MOTION/RESOLUTION:

Attached

MOTION: _____

SECOND: _____

ROLL CALL:

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

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

BE IT RESOLVED, by the Board of Supervisors of Montgomery Township that we hereby accept the offer of just compensation from the Pennsylvania Department of Transportation for right-of-way and/or land owned by the Township, in conjunction with the County Line Road Widening project. These rights-of-way will be utilized for road improvements and are identified as follows:

- Parcel No. 507, which is located on County Line Road along the frontage of the Bharatiya Temple and Kingston Knoll Development, which comprises an area of .892 acres of Right-of-Way which was offered for dedication during the development of the two projects noted above. The compensation offered is \$9,000.00.

Furthermore, Joseph P. Walsh, Chairman is hereby authorized to sign and execute the settlement documents for Parcel No. 507, on behalf of the Township.

MOTION BY:

SECOND BY:

VOTE:

DATE: August 26, 2013

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

ROW OFFICE PROJ. NO.	060253
COUNTY	Montgomery
S.R. - SECTION	2038 - WD2
MUNICIPALITY	Montgomery Township
PARCEL NO.	507
CLAIM NO.	4601503000
CLAIMANT	Montgomery Township

AGREEMENT OF SALE
(Fee Simple)

Made on _____ by Montgomery Township, a Township of the Second Class in the County of Montgomery, Commonwealth of Pennsylvania, owner(s) of property affected by the construction or improvement of the above mentioned State Route, its heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the SELLER, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

WITNESSETH:

WHEREAS the COMMONWEALTH intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the SELLER will convey in fee simple and such other lesser estate(s) as designated, if any, to the COMMONWEALTH the property or portion thereof required by the COMMONWEALTH.

NOW, THEREFORE, in consideration of the sum of Nine Thousand and 00/100 (\$9,000.00) Dollars and other good and valuable consideration, the SELLER hereby agrees to sell and convey to the COMMONWEALTH and the COMMONWEALTH agrees to purchase

- ☐ in fee simple the premises described by metes and bounds in Exhibit "A"
- ☒ in fee simple that portion of the aforesaid property designated as required right-of-way or as acquired in fee simple for other purposes on the plot plan attached hereto and made a part hereof; and those areas, if any, designated as required for easement purposes as identified by the plot plan and set forth below.

Being all or a portion of the same property conveyed or devised to the SELLER by Deed of Dedication of Nand Todi & Shashi Todi, as Trustees for Todi Living Trust, dated June 12, 2000 and recorded in Deed Book 5876 Page 02146, together with the improvements, hereditaments and appurtenances thereto, except those which may be agreed below to be retained by the SELLER, free and clear of all liens, charges, delinquent taxes and assessments, and of all leases, agreements and other encumbrances which the SELLER has the right to terminate or remove. The SELLER will assign to the COMMONWEALTH all of the SELLER'S right, title and interest in those leases, agreements, and other encumbrances which cannot be terminated or removed.

This conveyance contains 0.892 Acres for Required Right-of-Way, and the property is identified on COMMONWEALTH plans as Parcel 507. The SELLER will warrant GENERALLY the property interest to be conveyed.

The GRANTOR hereby excepts and reserves from this conveyance all right, title, and interest in and to all minerals, including oil, gas, subsurface gas storage, and subsurface gas storage protection together with the right to produce, inject, store subsurface, withdraw, and protect natural gas and oil; said mining, removal, storage and storage protection activities to be accomplished from a minimum depth to be determined by the COMMONWEALTH, from mine shafts, wells or other facilities located off the right-of-way, it being the intent of this provision that the COMMONWEALTH owns the right of support and no mineral activities may take place on the surface of the land acquired by the COMMONWEALTH.

All expenses of examination of the title and of preparation and recording of the deed shall be paid by the COMMONWEALTH. Payment of the purchase price shall be made within ninety (90) days of the date of this agreement.

Loss or damage to the property by fire or other casualty shall be at the risk of the SELLER until possession of the property has been delivered to the COMMONWEALTH. The SELLER may continue to insure the property after possession has been delivered until title has passed to the COMMONWEALTH under this agreement, any insurance policy(ies) on such building(s) shall be amended to provide for payment thereunder (by means of a standard mortgage clause) to the COMMONWEALTH of the amount paid to the SELLER under this agreement.

The SELLER is assured that the COMMONWEALTH will not require vacation of the property for at least ninety (90) days from the execution of this agreement.

The SELLER will receive a NOTICE TO VACATE at least thirty (30) days before possession will be required by the COMMONWEALTH.

SELLER may remain in possession, on a rent free basis, until N/A after which date SELLER will pay rental to the COMMONWEALTH in the sum of \$0.00 per month, in advance, beginning N/A, on a month-to-month basis until possession has been delivered. It is understood and agreed that the SELLER may relocate at their convenience prior to this date. From and after the execution of this instrument, the COMMONWEALTH, its agents and contractors, shall have the right to enter upon the premises to be conveyed for making studies, tests, soundings, and appraisals. The SELLER agrees to execute the Department's Lease Agreement, Form RW-670. Upon the expiration of one year, the amount of rental may be changed at the discretion of the COMMONWEALTH.

The SELLER does further remise, release, quitclaim and forever discharge the COMMONWEALTH or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the SELLER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the SELLER through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903, 904 (Replacement Housing) and/or Section 905 (Housing Replacement Authorization) of the Eminent Domain Code.

The SELLER does further indemnify the COMMONWEALTH against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the COMMONWEALTH.

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

SELLER:

Montgomery Township

(Name of Entity)

BY: _____

Joseph P. Walsh, Chairman

BY: _____

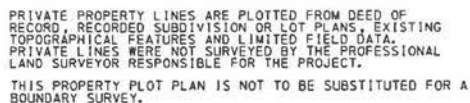
* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____

District Right-of-Way Administrator

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	MONTGOMERY	2038	W02 R/W	BB CF 85
		0152	W02 R/W	
		3003	W02 R/W	
MONTGOMERY TOWNSHIP				
REVISION NUMBER	REVISIONS			DATE BY



THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A
BOUNDARY SURVEY.

REQUIRED RIGHT-OF-WAY



RIGHT-OF-WAY CLAIM INFORMATION

COMMONWEALTH OF PENNSYLVANIA -		DEPARTMENT OF TRANSPORTATION	
STATE ROUTE	2036	SEC. NO.	W2 R/W
PARCEL NO.	101		25.25.27
PROPERTY OWNER:	ALMOND STREET TOWNSHIP		PLAIN NO.
PLAT/BOOK:	HAND TOOL & SHEET FOOT, AS TRAILERS FOR TOL LIVING TRUST		
DEED BOOK		AREAS	ACRE
PAGE	5876	CALCULATED	1.187
DATE OF PLAN	05/13/2011	ADVERTISE	
DATE OF RECORD	05/13/2011	EXCEPTIONS	
CONSIDERATION	40.00	LEGAL R/P	0.475
TAX STAMPS	40.00	EFFECTIVE	0.192
		TOTAL RES'D R/W	0.182
		TOTAL RESIDUE	0.000
		RESIDUE LT	0.000
		RESIDUE ST	0.000
		ORINAISE BASEMENT	
		VERIFICATION DATE	6/20/2011
		BY	S/S

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Waiver of Permit Fee for Special Event – Bharatiya Temple

MEETING DATE: August 26, 2013

ITEM NUMBER: *H8*

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Bruce Shoupe

Director of Planning and Zoning *[Signature]*

BOARD LIAISON: Joseph P. Walsh
Chairman

BACKGROUND:

In the past, it has been the policy of the Board of Supervisors to waive permit fees for non-profit and religious organizations. The Township has received a request from Bharatiya Temple to waive all permit fees associated with their special event to be held from September 8, 2013 to September 18, 2013.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

That the special event permit fee for the Bharatiya Temple be waived.

MOTION/RESOLUTION:

Resolution is attached.

MOTION: _____

SECOND: _____

ROLL CALL:

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

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

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the request of Bharatiya Temple to waive all permit fees associated with their special event to be held from September 8, 2013 to September 18, 2013.

MOTION BY:

SECOND BY:

VOTE:

DATE:

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



BHARATIYA TEMPLE AND CULTURAL CENTER

Ph 215-997-1181

Street Address: 1612 County Line Rd | Chalfont, PA 18914

Mailing Address: P.O. BOX 463 | Montgomeryville, PA 18936

www.b-temple.org

Executive Officers

President - Nand Todi
Vice. President - Vipul Rathod
Treasurer - Eswaran Balasubramanian
Secretary - Praful Patel

Board of Directors

Eswaran Balasubramanian	215-565-5122
Mahesh Jituri	215-643-2424
Praful Patel	215-616-0782
Vipul Rathod	215-641-8091
Sri Sagaram	215-699-6367
Nimish Sanghrajka	215-646-1998
Dilip Sheth	610-275-7472
Parasaran Thyagaraja	215-674-9573
Nand Todi	215-699-0406

Committee Chairpersons

Religious Committee

Nand Todi 215-699-0406

General Administration

Vipul Rathod 215-641-8091

PR & Communication

Sheetal Vibhute 508-736-2875

Priest Committee

Mohinder Sardana 610-584-5989

Capital & Construction

Ashok Soni 215-540-0979

Maintenance

Raman Patel 215-628-2384

Resource Committee

Prem Balani 215-631-9503

Fundraising

Nimish Sanghrajka 215-646-1998

Educational Committee

Rita Sheth 610-275-7472

Cultural Committee

Sapna Radhakrishnan 267-614-2072

Senior Citizen Group

Priiti Shah 215-699-2317

Youth Group

Vijay Pola 215-768-2544

Women's Group

Meeta Kumar 215-898-7021

Bharatiya Vidyalaya

Praveen Sharma 215-361-0145

Health and Human Services

Aksharaj Sarma 215-914-0236

8/15/2013

To whom it may concern:

The Bharatiya temple and Cultural Center have submitted a special events permit for an upcoming program at the temple.

The Temple and Cultural center are a non-profit organization under tax id's:

Bharatiya Temple, Inc (Tax ID # 23.

Bharatiya Cultural Center, Inc (Tax ID # 76

This letter is to request a waiver to the associated fees for the special events permit.

Please feel free to contact me at (267) 939 -9715 for questions or concerns.

Vipul Rathod
Vice. President
(Bharatiya Temple and Bharatiya Cultural Center)
104 Green Tree Tavern Rd
North Wales, PA, 19454

RECEIVED

AUG 15 2013

MONTGOMERY TOWNSHIP

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
484-991-8187

Date:

8/12/2013

Development Name:

Montgomery Preserve

PHASE I

CA Job #: 105-510H.01

Release # 3

Dear Mr. Hanna:

This is an escrow release request from in the amount of \$ 72,272.45. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

Developer Signature

ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.

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

Date:

8/19/2013

Dear Mr. Gegan:

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$ 72,272.45 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

Joseph P. Hanna, P.E., Chambers Associates, Inc.

Resolution # _____

WHEREAS, a request for release of escrow was received from the CUTLER GROUP for MONTGOMERY PRESERVE - PHASE I in the amount of \$ 72,272.45 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 \$ 72,272.45; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$ 72,272.45; 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 LETTER OF CREDIT with Montgomery Township in a total sum of \$ 371,178.34 pursuant to a signed Land Development Agreement and that \$ 62,083.45 has previously been release from this escrow. Therefore, the action of the Board is releasing said sum leaves a new balance of \$ 298,823.64 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

August 19, 2013

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

Subject: *Montgomery Preserve - Escrow Release #3*
C.A. Job #105-510H.01

Phase I *LAJ# 653A*

Dear Mr. Gegan:

In accordance with Section 509(j) of the Pennsylvania Municipal Planning Code, the David Cutler Group has requested the release of \$72,272.45 in an email transmission from Chip Reeves of the David Cutler Group, dated August 15, 2013, 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 \$72,272.45 have been completed.

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 our office.

Very truly yours,

Edward Slaw

/jvr

C via email: Bruce Shoupe, Montgomery Township
Marita Stoerrle, Montgomery Township
David Cutler, The Cutler Group
Chip Reeves, The Cutler Group

ESCROW FORM
PROJECT: MONTGOMERY PRESERVE PHASE I

TWP/BORO: Montgomery
DATE: 08/06/13
REVISED

\$72,272.45 AMOUNT PAYABLE
\$139,355.70 TOTAL RELEASED TO DATE

\$378,179.34 ORIGINAL ESCROW AMOUNT
\$67,083.25 PRIOR ESCROW RELEASED
\$72,272.45 CURRENT ESCROW RELEASE REQUEST
\$238,823.64 BALANCE AFTER CURRENT RELEASE

RELEASE #:

3

ESTIMATED COMPLETION DATE:

JOB #:	ITEM	UNIT PRICE	ESCROW QUANTITY	UNIT	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL
105-510H.01									
	<u>Erosion Control</u>								
	Construction Entrance	\$3,500.00	1	ea	\$3,500.00		\$0.00	1	\$3,500.00
	Super Silt Fence	\$7.50	1500	lf	\$11,250.00		\$0.00	1500	\$11,250.00
	18" Silt Fence	\$2.00	1090	lf	\$2,180.00		\$0.00	1090	\$2,180.00
	Stone Inlet Filter	\$150.00	2	ea	\$300.00		\$0.00	0	\$0.00
	Silt Sox	\$11.00	210	lf	\$2,310.00		\$0.00	0	\$0.00
	<u>Earthwork</u>								
	Strip Topsoil	\$2.95	4260	cy	\$12,567.00		\$0.00	4260	\$12,567.00
	Site Cut to Fill	\$4.50	6400	cy	\$28,800.00		\$0.00	6400	\$28,800.00
	Site Fill	\$2.25	3905	cy	\$8,786.25		\$0.00	3905	\$8,786.25
	Temporary Seeding	\$0.08	4800	sf	\$384.00		\$0.00	0	\$0.00
	<u>Storm Sewer</u>								
	Tie into Existing	\$750.00	1	ea	\$750.00	1	\$750.00	1	\$750.00
	15" RCP	\$39.75	345	lf	\$13,713.75	345	\$13,713.75	345	\$13,713.75
	18" RCP	\$41.30	618	lf	\$25,523.40	409	\$16,891.70	409	\$16,891.70
	24" RCP	\$57.00	189	lf	\$10,773.00	137	\$7,809.00	137	\$7,809.00
	30" RCP	\$75.00	26	lf	\$1,950.00		\$0.00	0	\$0.00
	Inlets	\$2,260.00	16	ea	\$36,160.00	12	\$27,120.00	12	\$27,120.00
	Manhole	\$5,988.00	1	ea	\$5,988.00	1	\$5,988.00	1	\$5,988.00
	Convert Inlet C Top to Manhole	\$2,784.00	1	ea	\$2,784.00		\$0.00	0	\$0.00
	<u>Curb and Sidewalk</u>								
	Belgian Block Curb	\$16.50	1780	lf	\$29,370.00		\$0.00	0	\$0.00
	4" Concrete Sidewalk	\$3.25	3380	sf	\$10,985.00		\$0.00	0	\$0.00
	6" Sidewalk/Aprons	\$3.50	1386	sf	\$4,851.00		\$0.00	0	\$0.00
	Handicap Ramps w/ Truncated Domes	\$551.00	3	ea	\$1,653.00		\$0.00	0	\$0.00
	<u>Paving</u>								
	Fine Grade	\$0.65	2500	sy	\$1,625.00		\$0.00	0	\$0.00
	3" 2A Modified Stone Base	\$4.15	2500	sy	\$10,375.00		\$0.00	0	\$0.00
	5" BCBC	\$23.80	2500	sy	\$59,500.00		\$0.00	0	\$0.00
	<u>Landscaping</u>								
	<u>Shade Trees</u>								
	Acer rubrum 'October Glory	\$385.00	21	ea	\$8,085.00		\$0.00	0	\$0.00
	Acer saccharum	\$385.00	2	ea	\$770.00		\$0.00	0	\$0.00
	Gleditsia triacanthos var. inermis	\$385.00	15	ea	\$5,775.00		\$0.00	0	\$0.00
	Liquidambar styraciflua	\$385.00	2	ea	\$770.00		\$0.00	0	\$0.00
	Nyssa sylvatica	\$385.00	2	ea	\$770.00		\$0.00	0	\$0.00
	Quercus palustris	\$385.00	4	ea	\$1,540.00		\$0.00	0	\$0.00
	Quercus phellos	\$385.00	5	ea	\$1,925.00		\$0.00	0	\$0.00
	Tilia cordata 'Greenspire'	\$385.00	8	ea	\$3,080.00		\$0.00	0	\$0.00
	Zelkova serrata 'Green Vase'	\$385.00	8	ea	\$3,080.00		\$0.00	0	\$0.00
	<u>Ornamental/Flowering Trees</u>								
	Amelanchier canadensis	\$350.00	9	ea	\$3,150.00		\$0.00	0	\$0.00
	Cercis canadensis	\$350.00	11	ea	\$3,850.00		\$0.00	0	\$0.00
	Magnolia virginiana	\$350.00	11	ea	\$3,850.00		\$0.00	0	\$0.00
	Prunus sargentii	\$350.00	5	ea	\$1,750.00		\$0.00	0	\$0.00
	<u>Shrubs</u>								
	Ilex verticillata	\$65.00	13	ea	\$845.00		\$0.00	0	\$0.00
	Itea virginica	\$65.00	7	ea	\$455.00		\$0.00	0	\$0.00
	Viburnum plicatum var. tomentosum	\$65.00	7	ea	\$455.00		\$0.00	0	\$0.00
	Viburnum trilobum	\$65.00	9	ea	\$585.00		\$0.00	0	\$0.00
	Abelia x grandiflora	\$65.00	4	ea	\$260.00		\$0.00	0	\$0.00
	Juniperus p. hetzi	\$65.00	8	ea	\$520.00		\$0.00	0	\$0.00
	<u>Bio-Retention Plantings</u>								
	Asclepias incarnata	\$2.30	101	ea	\$232.30		\$0.00	0	\$0.00
	Carex stricta	\$2.30	101	ea	\$232.30		\$0.00	0	\$0.00
	Chelone glabra	\$2.30	101	ea	\$232.30		\$0.00	0	\$0.00
	Juncus effusus	\$2.30	101	ea	\$232.30		\$0.00	0	\$0.00

ESCROW FORM
PROJECT: MONTGOMERY PRESERVE PHASE I

TWP/BORO: Montgomery
DATE: 08/06/13
REVISED

\$72,272.45 AMOUNT PAYABLE
\$139,355.70 TOTAL RELEASED TO DATE

\$378,179.34 ORIGINAL ESCROW AMOUNT
\$67,083.25 PRIOR ESCROW RELEASED
\$72,272.45 CURRENT ESCROW RELEASE REQUEST
\$238,823.64 BALANCE AFTER CURRENT RELEASE

RELEASE #:

3

ESTIMATED COMPLETION DATE :

JOB # :	ITEM	UNIT PRICE	ESCROW QUANTITY	UNIT	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL
105-510H.01									
	Lobelia siphilitica	\$2.30	74 ea		\$170.20		\$0.00	0	\$0.00
	Panicum virgatum	\$2.30	74 ea		\$170.20		\$0.00	0	\$0.00
	Scirpus acutus	\$2.30	108 ea		\$248.40		\$0.00	0	\$0.00
	<u>Miscellaneous</u>								
	Traffic Control Signs	\$150.00	4 ea		\$600.00		\$0.00	0	\$0.00
	Street Lights	\$2,544.00	2 ea		\$5,088.00		\$0.00	0	\$0.00
	Construction Stakeout	\$5,000.00	1 ls		\$5,000.00		\$0.00	0	\$0.00
	As-Built Drawings	\$1,500.00	1 ls		\$1,500.00		\$0.00	0	\$0.00
	Pins & Monuments	\$2,500.00	1 ls		\$2,500.00		\$0.00	0	\$0.00
	Escrow Sub-Total				\$343,799.40		\$72,272.45		\$139,355.70
	10% Contingency	\$34,379.94	1 ls		\$34,379.94				
	Escrow Total				\$378,179.34				
	Engineering and Legal Cash Escrow				\$25,000.00				
	Note:								
	Maintenance Bond Amount for this project is:				\$56,726.90				

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of DEP Sewage Facilities Planning Module – Crystal Road
Townhouse Development

MEETING DATE: August 26, 2013

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: Joseph P. Walsh
Chairman

BACKGROUND:

This application is for the Crystal Road townhouse development. The Township's Act 537 Plan is its plan for sewer service and the MTMSA is responsible for the implementation of this plan. Occasionally, the plan must be changed due to development and a planning module must be submitted to DEP.

Select Properties proposes to create a 36 unit townhome development along Crystal Road and Maple Drive. Roadway and sewerage facilities access will be via the adjoining Firefox residential development that received DEP planning approval August 7, 2012. The proposed lots will be served by an extension to an approved municipally owned and managed gravity sewer collection system provided by the Montgomery Township Municipal Sewer Authority with treatment by the Hatfield Township wastewater treatment plant.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

The Module was reviewed and recommended for approval by the Township Planning Commission at its meeting on June 20, 2013.

ALTERNATIVES/OPTIONS:

Approve the DEP Sewage Facilities Planning Module.

BUDGET IMPACT:

None.

RECOMMENDATION:

Acceptance of the DEP Sewage Facilities Planning Module.

MOTION/RESOLUTION:

The resolution is attached.

MOTION _____

SECOND _____

ROLL CALL:

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

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

Resolution #

WHEREAS, the Department of Environmental Protection requires that a municipality amend its Sewage Facilities Plan for any new development; and

WHEREAS, an application has been submitted to DEP for the Crystal Road Townhouse development, located at Crystal Road and Maple Avenue; and

WHEREAS, this Planning Module has been reviewed by the Montgomery Township Municipal Sewer Authority and found to be acceptable.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Montgomery Township that we hereby approve the application for the Crystal Road Townhouse development.

MOTION BY:

SECOND BY:

VOTE:

DATE:

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



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

DEP Code No.
1-46940-321-3J

**RESOLUTION FOR PLAN REVISION
FOR NEW LAND DEVELOPMENT**

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of the Montgomery (TOWNSHIP) (BOROUGH) (CITY), Montgomery COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Select Properties, Inc. has proposed the development of a parcel of land identified as
land developer

Crystal Road Development, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), ☒ sewer tap-ins, ☒ sewer extension, ☐ new treatment facility, ☐ individual onlot systems, ☐ community onlot systems, ☐ spray irrigation, ☐ retaining tanks, ☐ other, (please specify) _____

WHEREAS, Montgomery Township finds that the subdivision described in the attached municipality Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (Supervisors) (Commissioners) (Councilmen) of the (Township) (Borough) (City) of Montgomery hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I _____, Secretary, Montgomery
(Signature)

Township Board of Supervisors (~~Borough Council~~) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (~~Borough~~) (City) Resolution # _____, adopted, _____, 20____.

Municipal Address:

Montgomery Township

1001 Stump Road

Montgomeryville, PA 18936-9605

Telephone (215) 393-6900

Seal of
Governing Body



Penn's Trail Environmental, LLC
21 E. Lincoln Avenue-Suite 160
Hatfield, PA 19440
Phone: (215) 362-4610
Fax: (215) 362-4620
e-mail: staff@pennstrail.com

Mr. Bruce Shoupe, Director of Code Enforcement
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

August 13, 2013

RE: Component 3 Planning Module for Land Development
Crystal Road Subdivision
Crystal Road
Montgomery Township,
Montgomery County, PA
PADEP Code #1-46940-321-3J
PTE# 1277

Dear Mr. Shoupe:

Enclosed please find two copies of the Component 3 Planning Module for Land Development for the referenced project.

Please forward the planning module to the Montgomery Township Planning Commission for their review and completion of Component 4A, following which, the Resolution, Transmittal Letter and municipal checklist can be completed by the Supervisors.

Please then submit the planning module to:

Ms. Elizabeth Mahoney, Sewage Planning Specialist II
PA Department of Environmental Protection, SERO
2 East Main Street
Norristown, PA 19401

Should you have any questions, please contact me at (215) 362-4610, extension 106.

Sincerely,

Penn's Trail Environmental, LLC

John M. Dudish
Project Manager

Enclosures

cc: C. Heckler, Select Properties, Inc
K. Clauss, Schlosser & Clauss Consulting Engineers, Inc.
File

Completeness Checklist

The individual completing the component should use the checklist below to assure that all items are included in the module package. The municipality should confirm that the required items have been included within 10 days of receipt, and if complete, sign and date the checklist.

Sewage Collection and Treatment Facilities

- ☐ Name and Address of land development project.
- ☐ U.S.G.S. 7.5 minute topographic map with development area plotted.
- ☐ Project Narrative.
- ☐ Letter from water company (if applicable).
- ☐ Alternative Analysis Narrative.
- ☐ Details of chosen financial assurance method.
- ☐ Proof of Public Notification (if applicable).
- ☐ Name of existing collection and conveyance facilities.
- ☐ Name and NPDES number of existing treatment facility to serve proposed development.
- ☐ Plot plan of project with required information.
- ☐ Total sewage flows to facilities table.
- ☐ Signature of existing collection and/or conveyance Chapter 94 report preparer.
- ☐ Signature of existing treatment facility Chapter 94 report preparer.
- ☐ Letter granting allocation to project (if applicable).
- ☐ Signature acknowledging False Swearing Statement.
- ☐ Completed Component 4 (Planning Agency Review) for each existing planning agency and health department.
- ☐ Information on selected treatment and disposal option.
- ☐ Permeability information (if applicable).
- ☐ Preliminary hydrogeology (if applicable).
- ☐ Detailed hydrogeology (if applicable).

Municipal Action

- ☐ Component 3 (Sewage Collection and Treatment Facilities).
- ☐ Component 4 (Planning Agency Comments and Responses).
- ☐ Proof of Public Notification.
- ☐ Long-term operation and maintenance option selection.
- ☐ Comments, and responses to comments generated by public notification.
- ☐ Transmittal Letter

Signature of Municipal Official

Date submittal determined complete



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

TRANSMITTAL LETTER
FOR SEWAGE FACILITIES PLANNING MODULE

DEP USE ONLY				
DEP CODE #	APS ID #	CLIENT ID #	SITE ID #	AUTH. ID #
1-46940-321-3J				

TO: Approving Agency (DEP or delegated local agency)
Southeast Regional Office
2 East Main Street
Norristown, PA 19401

Date _____

Dear Sir:

Attached please find a completed Sewage Facilities Planning Module prepared by John M. Dudish, Project Manager,
 (Name)

Penn's Trail Environmental, LLC for Crystal Road Development
 (Title) (Name)

a subdivision, commercial, or industrial facility located in Montgomery Township

Montgomery County.
 (City, Borough, Township)

Check one

- ☐ (i) The Planning Module, as prepared and submitted by the applicant, is approved by the municipality as a proposed ☐ revision ☐ supplement for new land development to its "Official Sewage Facilities Plan", and is ☐ adopted for submission to the Department of Environmental Protection ☐ transmitted to the delegated local agency for approval in accordance with the requirements of Chapter 71 and the Sewage Facilities Act, OR
- ☐ (ii) The Planning Module will not be approved by the municipality as a proposed revision or supplement for new land development to its "Official Sewage Facilities Plan" because the project described therein is unacceptable for the reason(s) checked below.

Check Boxes

- ☐ Additional studies are being performed by or on behalf of this municipality which may have an effect on the Planning Module as prepared and submitted by the applicant. Attached hereto is the scope of services to be performed and the time schedule for completion of said studies.
- ☐ The Planning Module as submitted by the applicant fails to meet limitations imposed by other laws or ordinances, officially adopted comprehensive plans and/or environmental plans (e.g., zoning, land use, Chapter 71). Specific reference or applicable segments of such laws or plans are attached hereto.
- ☐ Other (attach additional sheet giving specifics)

Municipal Secretary: Indicate below by checking appropriate boxes which components are being transmitted to the Approving Agency.

- ☐ 2. Individual Onlot Disposal
☒ Adoption Resolution

- ☒ 3. Sewage Collection/Treatment
☐ 3s Small Flow Treatment Facility

- ☒ 4.A. Municipal Planning Agency
☒ 4.B. County Planning Agency
☒ 4.C. Health Department Review

Municipal Secretary (print)

Signature

Date

Note: Please remove and recycle the Instructions portion of the Sewage Facilities Planning Module prior to mailing the appropriate completed components and supporting documents to the approving agency.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

Code No.
1-46940-321-3

SEWAGE FACILITIES PLANNING MODULE

Component 3. Sewage Collection and Treatment Facilities

(Return completed module package to appropriate municipality)

DEP USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH ID #
1-46940-321-3J				

This planning module component is used to fulfill the planning requirements of Act 537 for the following types of projects: (1) a subdivision to be served by sewage collection, conveyance or treatment facilities, (2) a tap-in to an existing collection system with flows on a lot of 2 EDU's or more, or (3) the construction of, or modification to, wastewater collection, conveyance or treatment facilities that will require DEP to issue or modify a Clean Streams Law permit. Planning for any project that will require DEP to issue or modify a permit cannot be processed by a delegated agency. Delegated agencies must send their projects to DEP for final planning approval.

This component, along with any other documents specified in the cover letter, must be completed and submitted to the municipality with jurisdiction over the project site for review and approval. All required documentation must be attached for the Sewage Facilities Planning Module to be complete. Refer to the instructions for help in completing this component.

REVIEW FEES: Amendments to the Sewage Facilities Act established fees to be paid by the developer for review of planning modules for land development. These fees may vary depending on the approving agency for the project (DEP or delegated local agency). Please see section R and the instructions for more information on these fees.

NOTE: All projects must complete Sections A through I, and Sections O through R. Complete Sections J, K, L, M and/or N if applicable or marked ☒.

A. PROJECT INFORMATION (See Section A of instructions)

1. Project Name **Crystal Road Development**

2. Brief Project Description **Select Properties, Inc. proposes to develop a 36-unit townhome development on a 8.1-acre tract. The proposed residences will be served by a municipal water supply provided by the North Wales Water Authority and gravity sewer collection system to an existing treatment facility that are owned and operated by the Montgomery Township Municipal Sewer Authority and Hatfield Township Municipal Authority, respectively.**

B. CLIENT (MUNICIPALITY) INFORMATION (See Section B of instructions)

Municipality Name	County	City	Boro	Twp
Montgomery	Montgomery	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Municipality Contact Individual - Last Name	First Name	MI	Suffix	Title
Gregan	Larry			Manager
Additional Individual Last Name	First Name	MI	Suffix	Title
Municipality Mailing Address Line 1	Mailing Address Line 2			
1001 Stump Road				
Address Last Line -- City	State	ZIP+4		
Montgomeryville	PA	18936-9605		
Phone + Ext.	FAX (optional)	Email (optional)		
(215) 393-6900	(215) 855-6656	lgregan@montgomerytwp.org		

C. SITE INFORMATION (See Section C of instructions)

Site (Land Development or Project) Name

Crystal Road Development

Site Location Line 1

Crystal Road

Site Location Line 2

Site Location Last Line -- City

Colmar

State

PA

ZIP+4

18951

Latitude

40° 16'**00.21°N**

Longitude

75° 14'**53.50W**Detailed Written Directions to Site **Traveling northeast on Maple Drive from PA Route 309, the project site is on the left (northwest) side of the Maple Drive-Crystal Road intersection.**

Description of Site The project site currently contains two residences and farmlands.

Site Contact (Developer/Owner)

Last Name

Heckler

First Name

Clayton

MI Suffix

Phone

(215) 822-1830

Ext.

317

Site Contact Title

Developer

Site Contact Firm (if none, leave blank)

Select Properties, Inc.

FAX

Email

Mailing Address Line 1

2312 North Broad Street

Mailing Address Line 2

Suite 200

Mailing Address Last Line -- City

Colmar

State

PA

ZIP+4

18915**D. PROJECT CONSULTANT INFORMATION** (See Section D of instructions)

Last Name

Dudish

First Name

John

MI

M

Suffix

Title

Project Manager

Consulting Firm Name

Penn's Trail Environmental, LLC

Mailing Address Line 1

21 E. Lincoln Avenue

Mailing Address Line 2

Suite 160

Address Last Line -- City

Hatfield

State

PA

ZIP+4

19440

Country

USA

Email

jdudish@pennstrail.com

Phone

(215) 362-4610

Ext.

106

FAX

(215) 362-4620**E. AVAILABILITY OF DRINKING WATER SUPPLY**

The project will be provided with drinking water from the following source: (Check appropriate box)

- ☐ Individual wells or cisterns.
- ☐ A proposed public water supply.
- ☒ An existing public water supply.

If existing public water supply is to be used, provide the name of the water company and attach documentation from the water company stating that it will serve the project.

Name of water company: **North Wales Water Authority (Confirmation attached as Appendix 10)****F. PROJECT NARRATIVE** (See Section F of instructions)

- ☒ A narrative has been prepared as described in Section F of the instructions and is attached.

The applicant may choose to include additional information beyond that required by Section F of the instructions.

G. PROPOSED WASTEWATER DISPOSAL FACILITIES (See Section G of instructions)

Check all boxes that apply, and provide information on collection, conveyance and treatment facilities and EDU's served. This information will be used to determine consistency with Chapter 93 (relating to wastewater treatment requirements).

1. COLLECTION SYSTEM

a. Check appropriate box concerning collection system

- ☒ New collection system ☐ Pump Station ☐ Force Main
☐ Grinder pump(s) ☒ Extension to existing collection system ☐ Expansion of existing facility

Clean Streams Law Permit Number _____

b. Answer questions below on collection system

Number of EDU's and proposed connections to be served by collection system. EDU's 36

Connections 36

Name of:

existing collection or conveyance system _____

owner Montgomery Township Municipal Sewer Authority

existing interceptor _____

owner Montgomery Township Municipal Sewer Authority

2. WASTEWATER TREATMENT FACILITY

Check all boxes that apply, and provide information on collection, conveyance and treatment facilities and EDU's served. This information will be used to determine consistency with Chapter(s) 91 (relating to general provisions), 92 (relating to national Pollution Discharge Elimination System permitting, monitoring and compliance) and 93 (relating to water quality standards).

a. Check appropriate box and provide requested information concerning the treatment facility

- ☐ New facility ☒ Existing facility ☐ Upgrade of existing facility ☐ Expansion of existing facility

Name of existing facility Hatfield Township Municipal Authority WWTF

NPDES Permit Number for existing facility PA 26247

Clean Streams Law Permit Number 4600414

Location of discharge point for a new facility. Latitude _____ Longitude _____

b. The following certification statement must be completed and signed by the wastewater treatment facility permittee or their representative.

As an authorized representative of the permittee, I confirm that the Hatfield Township Municipal Authority sewage treatment facilities can accept sewage flows from this project without adversely affecting the facility's ability to achieve all applicable technology and water quality based effluent limits (see Section I) and conditions contained in the NPDES permit identified above.

Name of Permittee Agency, Authority, Municipality Hatfield Township Municipal Authority

Name of Responsible Agent Peter Dorney, Executive Director

Agent Signature  Date 2/6/13

(Also see Section I. 4.)

G. PROPOSED WASTEWATER DISPOSAL FACILITIES (Continued)**3. PLOT PLAN**

The following information is to be submitted on a plot plan of the proposed subdivision.

- | | |
|---|--|
| a. Existing and proposed buildings. | j. Any designated recreational or open space area. |
| b. Lot lines and lot sizes. | k. Wetlands - from National Wetland Inventory Mapping and USGS Hydric Soils Mapping. |
| c. Adjacent lots. | l. Flood plains or Flood prone areas, floodways, (Federal Flood Insurance Mapping) |
| d. Remainder of tract. | m. Prime Agricultural Land. |
| e. Existing and proposed sewerage facilities. Plot location of discharge point, land application field, spray field, COLDS, or LVCOLDS if a new facility is proposed. | n. Any other facilities (pipelines, power lines, etc.) |
| f. Show tap-in or extension to the point of connection to existing collection system (if applicable). | o. Orientation to north. |
| g. Existing and proposed water supplies and surface water (wells, springs, ponds, streams, etc.) | p. Locations of all site testing activities (soil profile test pits, slope measurements, permeability test sites, background sampling, etc. (if applicable). |
| h. Existing and proposed rights-of-way. | q. Soils types and boundaries when a land based system is proposed. |
| i. Existing and proposed buildings, streets, roadways, access roads, etc. | r. Topographic lines with elevations when a land based system is proposed |

4. WETLAND PROTECTION

YES NO

- a. ☒ ☐ Are there wetlands in the project area? If yes, ensure these areas appear on the plot plan as shown in the mapping or through on-site delineation.
- b. ☐ ☒ Are there any construction activities (encroachments, or obstructions) proposed in, along, or through the wetlands? If yes, identify any proposed encroachments on wetlands and identify whether a General Permit or a full encroachment permit will be required. If a full permit is required, address time and cost impacts on the project. Note that wetland encroachments should be avoided where feasible. Also note that a feasible alternative **MUST BE SELECTED** to an identified encroachment on an exceptional value wetland as defined in Chapter 105. Identify any project impacts on streams classified as HQ or EV and address impacts of the permitting requirements of said encroachments on the project.

5. PRIME AGRICULTURAL LAND PROTECTION

YES NO

- ☒ ☐ Will the project involve the disturbance of prime agricultural lands?
If yes, coordinate with local officials to resolve any conflicts with the local prime agricultural land protection program. The project must be consistent with such municipal programs before the sewage facilities planning module package may be submitted to DEP.
If no, prime agricultural land protection is not a factor to this project.
- ☐ ☐ Have prime agricultural land protection issues been settled?

6. HISTORIC PRESERVATION ACT

YES NO

- ☒ ☐ Sufficient documentation is attached to confirm that this project is consistent with DEP Technical Guidance 012-0700-001 *Implementation of the PA State History Code* (available online at the DEP Web site at www.depweb.state.pa.us, select "subject" then select "technical guidance"). As a minimum this includes copies of the completed Cultural Resources Notice (CRN), a return receipt for its submission to the PHMC and the PHMC review letter.

7. PROTECTION OF RARE, ENDANGERED OR THREATENED SPECIES

Check one:

- ☒ The "Pennsylvania Natural Diversity Inventory (PNDI) Project Environmental Review Receipt" resulting from my search of the PNDI database and all supporting documentation from jurisdictional agencies (when necessary) is/are attached.
- ☐ A completed "Pennsylvania Natural Diversity Inventory (PNDI) Project Planning & Environmental Review Form," (PNDI Form) available at www.naturalheritage.state.pa.us, and all required supporting documentation is attached. I request DEP staff to complete the required PNDI search for my project. I realize that my planning module will be considered incomplete upon submission to the Department and that the DEP review will not begin, and that processing of my planning module will be delayed, until a "PNDI Project Environmental Review Receipt" and all supporting documentation from jurisdictional agencies (when necessary) is/are received by DEP.

Applicant or Consultant Initials _____

H. ALTERNATIVE SEWAGE FACILITIES ANALYSIS (See Section H of instructions)

- ☒ An alternative sewage facilities analysis has been prepared as described in Section H of the attached instructions and is attached to this component.

The applicant may choose to include additional information beyond that required by Section H of the attached instructions.

I. COMPLIANCE WITH WATER QUALITY STANDARDS AND EFFLUENT LIMITATIONS (See Section I of instructions) (Check and complete all that apply.)**1. Waters designated for Special Protection**

- ☐ The proposed project will result in a new or increased discharge into special protection waters as identified in Title 25, Pennsylvania Code, Chapter 93. The Social or Economic Justification (SEJ) required by Section 93.4c. is attached.

2. Pennsylvania Waters Designated As Impaired

- ☐ The proposed project will result in a new or increased discharge of a pollutant into waters that DEP has identified as being impaired by that pollutant. A pre-planning meeting was held with the appropriate DEP regional office staff to discuss water quality based discharge limitations.

3. Interstate and International Waters

- ☐ The proposed project will result in a new or increased discharge into interstate or international waters. A pre-planning meeting was held with the appropriate DEP regional office staff to discuss effluent limitations necessary to meet the requirements of the interstate or international compact.

4. Tributaries To The Chesapeake Bay

- ☐ The proposed project result in a new or increased discharge of sewage into a tributary to the Chesapeake Bay. This proposal for a new sewage treatment facility or new flows to an existing facility includes total nitrogen and total phosphorus in the following amounts: _____ pounds of TN per year, and _____ pounds of TP per year. Based on the process design and effluent limits, the total nitrogen treatment capacity of the wastewater treatment facility is _____ pounds per year and the total phosphorus capacity is _____ pounds per year as determined by the wastewater treatment facility permittee. The permittee has determined that the additional TN and TP to be contributed by this project (as modified by credits and/or offsets to be provided) will not cause the discharge to exceed the annual total mass limits for these parameters. Documentation of compliance with nutrient allocations is attached.

Name of Permittee Agency, Authority, Municipality _____

Initials of Responsible Agent (See Section G 2.b) _____

See *Special Instructions* (Form 3800-FM-WSFR0353-1) for additional information on Chesapeake Bay watershed requirements.

CHAPTER 94 CONSISTENCY DETERMINATION REPORT

Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Title 25, Chapter 94 (relating to Municipal Wasteload Management). If not previously included in Section F, include a general map showing the path of the sewage to the treatment facility. If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

1. Project Flows 14,400 gpd per Chapter 71 definition of EDU as 400 gpd (Note that MTMSA uses 250 gpd/EDU or 9,000 gpd total project sewage flows)
2. Total Sewage Flows to Facilities (pathway from point of origin through treatment plant)

When providing "treatment facilities" sewage flows, use Annual Average Daily Flow for "average" and Maximum Monthly Average Daily Flow for "peak" in all cases. For "peak flows" in "collection" and "conveyance" facilities, indicate whether these flows are "peak hourly flow" or "peak instantaneous flow" and how this figure was derived (i.e., metered, measured, estimated, etc.).

- a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.
- b. Enter the average and peak sewage flows for the most restrictive sections of the existing sewage facilities.
- c. Enter the average and peak sewage flows, projected for 5 years (2 years for pump stations) through the most restrictive sections of the existing sewage facilities. Include existing, proposed (this project) and future project (other approved projects) flows.

To complete the table, refer to the instructions, Section J.

	a. Design and/or Permitted Capacity (gpd) MGD		b. Present Flows (gpd) MGD		c. Projected Flows In 5 years (gpd) MGD (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection	0.218	0.544	0.036	0.090	0.045	0.1125
Conveyance*	2.884	7.210	1.802	4.505	2.022	5.056
Treatment						

3. Collection and Conveyance Facilities

The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table. The individual(s) signing below must be legally authorized to make representation for the organization.

YES NO

- a. ☐ ☒ * This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved Corrective Action Plan (CAP) granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the module package.

If no, a representative of the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not affect that status.

b. Collection System

Name of Agency, Authority, Municipality Montgomery Township Municipal Sewer Authority

Name of Responsible Agent Karyn Koerwer, Manager

Agent Signature Karyn Koerwer Date Jan. 7, 2013

*During significant rainfall events, the equalization system at the HTMA WWTP is activated, which may periodically restrict MTMSA flows into the WWTP, thereby resulting in a temporary surcharge condition in the MTMSA conveyance system immediately upstream of the WWTP. Notwithstanding the temporary surcharge condition, the MTMSA conveyance system tributary to the HTMA WWTP possesses adequate capacity to accommodate the 5-year projected wastewater flows.

3800-FM-WSFR0353 5/2007

CHAPTER 94 CONSISTENCY DETERMINATION (continued)

c. Conveyance System

Name of Agency, Authority, Municipality Montgomery Township Municipal Sewer AuthorityName of Responsible Agent Karyn Koerwer, ManagerAgent Signature *Karyn Koerwer*Date 1/2/13

4. Treatment Facility

The questions below are to be answered by a representative of the facility permittee in coordination with the information in the table and the latest Chapter 94 report. The individual signing below must be legally authorized to make representation for the organization.

Yes No

- a. ☐ ☐ This project proposes the use of an existing wastewater treatment plant for the disposal of sewage. Will this action create a hydraulic or organic overload within 5 years at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this inconsistency with Chapter 94 is resolved or unless there is an approved CAP granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the planning module.

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not impact that status.

- b. Name of Agency, Authority, Municipality Hatfield Township Municipal Authority WWTF
 Name of Responsible Agent Peter Dorney, Executive Director
 Agent Signature _____
 Date _____

K. TREATMENT AND DISPOSAL OPTIONS (See Section K of instructions)

This section is for land development projects that propose construction of wastewater treatment facilities. Please note that, since these projects require permits issued by DEP, these projects may NOT receive final planning approval from a delegated local agency. Delegated local agencies must send these projects to DEP for final planning approval.

Check the appropriate box indicating the selected treatment and disposal option.

- ☐ 1. Spray irrigation (other than individual residential spray systems (IRSIS)) or other land application is proposed, and the information requested in Section K.1. of the planning module instructions are attached.
- ☐ 2. Recycle and reuse is proposed and the information requested in Section K-2 of the planning module instructions is attached.
- ☐ 3. A discharge to a dry stream channel is proposed, and the information requested in Section K.3. of the planning module instructions are attached.
- ☐ 4. A discharge to a perennial surface water body is proposed, and the information requested in Section K.4. of the planning module instructions are attached.

L. PERMEABILITY TESTING (See Section L of instructions)

- ☐ The information required in Section L of the instructions is attached.

M. PRELIMINARY HYDROGEOLOGIC STUDY (See Section M of instructions)

- ☐ The information required in Section M of the instructions is attached.

N. DETAILED HYDROGEOLOGIC STUDY (See Section N of instructions)

- ☐ The detailed hydrogeologic information required in Section N. of the instructions is attached.

O. SEWAGE MANAGEMENT (See Section O of instructions)

(1-3 for completion by the developer(project sponser), 4-5 for completion by the non-municipal facility agent and 6 for completion by the municipality)

Yes No

1. ☐ ☒ Is connection to, or construction of, a DEP permitted, non-municipal sewage facility or a local agency permitted, community onlot sewage facility proposed.

If Yes, respond to the following questions, attach the supporting analysis, and an evaluation of the options available to assure long-term proper operation and maintenance of the proposed non-municipal facilities. If No, skip the remainder of Section O.

2. Project Flows 14,400/9,000 gpd (See Section J.1. for explanation)

Yes No

3. ☐ ☒ Is the use of nutrient credits or offsets a part of this project?

If yes, attach a letter of intent to purchase the necessary credits and describe the assurance that these credits and offsets will be available for the remaining design life of the non-municipal sewage facility;

(For completion by non-municipal facility agent)

4. Collection and Conveyance Facilities

The questions below are to be answered by the organization/individual responsible for the non-municipal collection and conveyance facilities. The individual(s) signing below must be legally authorized to make representation for the organization.

Yes No

- a. ☐ ☐ If this project proposes sewer extensions or tap-ins, will these actions create a hydraulic overload on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until this issue is resolved.

If no, a representative of the organization responsible for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with Chapter 71 §71.53(d)(3) and that this proposal will not affect that status.

- b. Collection System

Name of Responsible Organization _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

- c. Conveyance System

Name of Responsible Organization _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

5. Treatment Facility

The questions below are to be answered by a representative of the facility permittee. The individual signing below must be legally authorized to make representation for the organization.

Yes No

- a. ☐ ☐ If this project proposes the use of an existing non-municipal wastewater treatment plant for the disposal of sewage, will this action create a hydraulic or organic overload at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this issue is resolved.

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with §71.53(d)(3) and that this proposal will not impact that status.

- b. Name of Facility _____
 Name of Responsible Agent _____
 Agent Signature _____
 Date _____

(For completion by the municipality)

6. ☐ The **SELECTED OPTION** necessary to assure long-term proper operation and maintenance of the proposed non-municipal facilities is clearly identified with documentation attached in the planning module package.

P. PUBLIC NOTIFICATION REQUIREMENT (See Section P of instructions)

This section must be completed to determine if the applicant will be required to publish facts about the project in a newspaper of general circulation to provide a chance for the general public to comment on proposed new land development projects. This notice may be provided by the applicant or the applicant's agent, the municipality or the local agency by publication in a newspaper of general circulation within the municipality affected. Where an applicant or an applicant's agent provides the required notice for publication, the applicant or applicant's agent shall notify the municipality or local agency and the municipality and local agency will be relieved of the obligation to publish. The required content of the publication notice is found in Section P of the instructions.

To complete this section, each of the following questions must be answered with a "yes" or "no". Newspaper publication is required if any of the following are answered "yes".

Yes No


1. ☐ ☒ Does the project propose the construction of a sewage treatment facility?
2. ☐ ☒ Will the project change the flow at an existing sewage treatment facility by more than 50,000 gallons per day?
3. ☐ ☒ Will the project result in a public expenditure for the sewage facilities portion of the project in excess of \$100,000?
4. ☐ ☒ Will the project lead to a major modification of the existing municipal administrative organizations within the municipal government?
5. ☐ ☒ Will the project require the establishment of *new* municipal administrative organizations within the municipal government?
6. ☐ ☐ Will the project result in a subdivision of 50 lots or more? (onlot sewage disposal only)

P. PUBLIC NOTIFICATION REQUIREMENT cont'd. (See Section P of instructions)

7. ☐ ☒ Does the project involve a major change in established growth projections?
8. ☐ ☒ Does the project involve a different land use pattern than that established in the municipality's Official Sewage Plan?
9. ☐ ☒ Does the project involve the use of large volume onlot sewage disposal systems (Flow > 10,000 gpd)?
10. ☒ ☐ Does the project require resolution of a conflict between the proposed alternative and consistency requirements contained in §71.21(a)(5)(i), (ii), (iii)?
11. ☐ ☒ Will sewage facilities discharge into high quality or exceptional value waters?
- ☒ Attached is a copy of:
- ☒ the public notice,
- ☐ all comments received as a result of the notice,
- ☐ the municipal response to these comments.
- ☒ No comments were received. A copy of the public notice is attached.

Q. FALSE SWEARING STATEMENT (See Section Q of instructions)

I verify that the statements made in this component are true and correct to the best of my knowledge, information and belief. I understand that false statements in this component are made subject to the penalties of 18 PA C.S.A. §4904 relating to unsworn falsification to authorities.

John M. Dudish

Name (Print)

Signature

Project Manager, Penn's Trail Environmental, LLC

Title

Date

21 E. Lincoln Ave., Suite 160, Hatfield, PA 19440

Address

(215) 362-4610, X-106

Telephone Number

R. REVIEW FEE (See Section R of instructions)

The Sewage Facilities Act establishes a fee for the DEP planning module review. DEP will calculate the review fee for the project and invoice the project sponsor **OR** the project sponsor may attach a self-calculated fee payment to the planning module prior to submission of the planning package to DEP. (Since the fee and fee collection procedures may vary if a "delegated local agency" is conducting the review, the project sponsor should contact the "delegated local agency" to determine these details.) Check the appropriate box.

- ☐ I request DEP calculate the review fee for my project and send me an invoice for the correct amount. I understand DEP's review of my project will not begin until DEP receives the correct review fee from me for the project.
- ☐ I have calculated the review fee for my project using the formula found below and the review fee guidance in the instructions. I have attached a check or money order in the amount of **\$1,800.00** payable to "Commonwealth of PA, DEP". Include DEP code number on check. I understand DEP will not begin review of my project unless it receives the fee and determines the fee is correct. If the fee is incorrect, DEP will return my check or money order, send me an invoice for the correct amount. I understand DEP review will NOT begin until I have submitted the correct fee.
- ☐ I request to be exempt from the DEP planning module review fee because this planning module creates **only** one new lot and is the **only** lot subdivided from a parcel of land as that land existed on December 14, 1995. I realize that subdivision of a second lot from this parcel of land shall disqualify me from this review fee exemption. I am furnishing the following deed reference information in support of my fee exemption.

County Recorder of Deeds for _____ County, Pennsylvania

Deed Volume _____ Book Number _____

Page Number _____ Date Recorded _____

R. REVIEW FEE (continued)

Formula:

1. For a new collection system (with or without a Clean Streams Law Permit), a collection system extension, or individual tap-ins to an existing collection system use this formula.

$$\# \underline{\quad 36 \quad} \text{ Lots (or EDUs) X } \$50.00 = \underline{\$1,8700.00}$$

The fee is based upon:

- The number of lots created or number of EDUs whichever is higher.
 - For community sewer system projects, one EDU is equal to a sewage flow of 400 gallons per day.
2. For a surface or subsurface discharge system, use the appropriate one of these formulae.

- A. A new surface discharge greater than 2000 gpd will use a flat fee:

\$ 1,500 per submittal (non-municipal)
\$ 500 per submittal (municipal)

- B. An increase in an existing surface discharge will use:

$$\# \underline{\quad \quad \quad} \text{ Lots (or EDUs) X } \$35.00 = \$ \underline{\quad \quad \quad}$$

to a maximum of \$ 1,500 per submittal (non-municipal) or \$ 500 per submittal (municipal)

The fee is based upon:

- The number of lots created or number of EDUs whichever is higher.
 - For community sewage system projects one EDU is equal to a sewage flow of 400 gallons per day.
 - For non-single family residential projects, EDUs are calculated using projected population figures
- C. A sub-surface discharge system that requires a permit under The Clean Streams Law will use a flat fee:

\$ 1,500 per submittal (non-municipal)
\$ 500 per submittal (municipal)

CHARLES MURGIA, Chairman
DONALD D. ATKISS, Vice Chairman
HARRY RUTHERFORD, Asst. Secretary
BARRY WERT, Secretary/Asst. Treasurer
CHARLES SIBEL, Treasurer
PETER R. DORNEY, Executive Director



CET ENGINEERING SERVICES
Engineer
717-541-0622

HAMBURG, RUBIN, MULLIN,
MAXWELL & LUPIN
Solicitor
215-661-0400

February 7, 2013

John M. Dudish
Penn's Trail Environmental, LLC
21 East Lincoln Avenue – Suite 160
Hatfield, PA 19440

Re: Heckler Tract/Crystal Road Development

Dear Mr. Dudish:

This letter confirms that the Hatfield Township Municipal Authority has capacity allocated for the treatment of sewage flow from the above listed development in Montgomery Township, and that the additional waste load from this development will not create a hydraulic or organic overload or a 5-year projected overload. The capacity for the project has been included on HTMA's Connection Management Plan under the Heckler Tract.

Please be aware that the Pennsylvania Department of Environmental Protection (DEP) has advised that the use of this capacity is subject to the submission of and the acceptance of planning by the DEP. Such planning must be submitted to and approved by the DEP prior to the release of the capacity under the terms of HTMA's Connection Management Plan. This capacity cannot be released by Exemption.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Dorney".

Peter Dorney
Executive Director

PRD/pd

Hatfield Township Municipal Authority
 Montgomery Twp. Development
 Planning Module Information
 February 6, 2013

Component ⁽¹⁾	Design Capacity		Present Flows		Projected Flows	
	Average	Peak	Average	Peak	Average	Peak
Collection - N/A						
Conveyance - N/A						
Treatment ⁽²⁾	6.98/7.5	8.37/11.55	5.11	6.85	6.37	8.15

(1) Refer to the attached Corrective Action Plan.

(2) The "Design Capacity" values represent the annual average and maximum monthly permitted design capacities for the WWTP. The first value represents the current permitted flows and the second value represents the proposed re-rated flows that are pending approval of HTMA's Act 537 Plan which is currently under review by DEP.

Submitted January 24, 2011

Approved February 9, 2011

Revised for 2012, submitted January 5, 2012, revised March 20, 2012

HTMA WWTP				Connection Status					Connected	Connected	Connected	Connected	Connected
Tributary Municipality	DEP Code No.	Flow	Date	EDUs	Connected	Remaining		Time	After	(Actual)	Actual	Actual	Actual
Name of Subdivision		Approved	Approved	#	edus	edus	gpd		Approval	2009	2010	2011	2012
Hatfield Township									2008	2009	2010	2011	2012
Country Fresh	Pending			0.0	7.0	0.0	0	2008	0.0	7.0	0.0	3.0	0.0
Westport Farms Subdivision	1-46930-128-3J	34400	8/30/2006	86.0	86.0	0.0	0	2008	17.0	7.0	0.0	0.0	0.0
Cameron	1-46929-072-E	832	2/8/2006	4.0	4.0	0.0	0	2008	0.0	2.0	0.0	0.0	0.0
R & L Carriers	1-46930-132-E	1875	7/25/2006	7.5	4.0	3.5	756	2008	4.0	0.0	0.0	0.0	0.0
Snyder Square Shopping Center	1-46930-138-3J	13600	2/1/2008	61.0	55.5	3.0	648	2008	1.5	0.0	0.0	2.5	0.0
Patel Minor Subdivision, 529 Cowpath Road	1-46930-149-3J	216		1.0	0.0	1.0	216	2008	1.0	0.0	0.0	0.0	0.0
Wurzoo Tract	1-46930-146-3J	648	7/10/2008	3.0	3.0	0.0	0	2008	0.0	3.0	0.0	0.0	0.0
Hatfield Auto Auction	1-46930-145-3J	2052	7/10/2008	9.5	5.0	4.5	972	2008	5.0	0.0	0.0	0.0	0.0
McCallum Minor Subdivision	1-46930-142-3J	216	11/29/2007	1.0	1.0	0.0	0	2008	0.0	1.0	0.0	0.0	0.0
Hatfield Pointe	1-46930-148-3J	10200	4/25/2008	48.0	48.0	0.0	0	2008	0.0	22.0	2.0	18.0	6.0
Arbors Commercial, Revised	1-46930-154-3J	6978		8.0	0.0	8.0	1,728	2008	0.0	0.0	0.0	0.0	0.0
Cavallier Construction	Pending			3.0	0.0	3.0	648	2008	3.0	0.0	0.0	0.0	0.0
Interstates Fleets Office	Demolish/Rebuild			2.0	1.5	0.0	0	2008	1.5	0.0	0.0	0.0	0.0
Evans Builders, Oak Park Road	1-46930-135-3J	1600		4.0	4.0	0.0	0	2008	4.0	0.0	0.0	0.0	0.0
Saligman Tract	1-46930-129-E	1750	8/23/2005	7.0	5.0	2.0	532	2008	5.0	0.0	0.0	0.0	0.0
ProTract Engineering	Pending			1.0	0.0	1.0	216	2008	2.0	0.0	0.0	0.0	0.0
Monaravi Office, Pratul Patel	1-46930-158-3J	864		4.0	0.0	4.0	864	2008	0.0	0.0	0.0	0.0	0.0
North Penn Community Health	1-46930-134-E	2484	11/8/2006	11.5	11.5	0.0	0	2008	11.5	0.0	0.0	0.0	0.0
Sub-Total				261.5	235.5	30.0	6,580		55.5	42.0	2.0	23.5	6.0
Amendola	Inactive			5.0	0.0	5.0	1,080	2009		0.0	0.0	0.0	0.0
Hi Arc Realty, Koffel Road	1-46930-159-3J	1080		5.0	0.0	5.0	1,080	2009		0.0	0.0	0.0	0.0
Godman Subdivision	1-46930-150-3J	243		2.0	0.0	2.0	532	2009		0.0	0.0	0.0	0.0
Altamose Flex Building	Pending			5.0	0.0	5.0	1,080	2009		0.0	0.0	0.0	0.0
Line Lexington Ind. Park, Lot B1	Inactive			10.0	0.0	10.0	2,160	2009		0.0	0.0	0.0	0.0
Country Fresh	Pending			0.0	0.0	0.0	0.0	2009		0.0	0.0	0.0	0.0
Oneil Property, Hatfield Industrial Center	1-46930-155-3J	3240		15.0	0.0	15.0	3,240	2009		0.0	0.0	0.0	0.0
Hatfield Crossings Shopping Center, Au	1-46930-153-3J	4752		22.0	0.0	22.0	4,752	2009		0.0	0.0	0.0	0.0
90 County Line Road	Pending			1.0	0.0	1.0	216	2009		0.0	0.0	0.0	0.0
Sub-Total				65.0	0.0	65.0	14,140		0	0.0	0.0	0.0	0.0

Submitted January 24, 2011

Approved February 9, 2011

Revised for 2012, submitted January 5, 2012, revised March 20, 2012

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Tributary Municipality	DEP Code No.	Flow	Date	EDUs	Connected	Remaining		Time	After	(Actual)	Actual	Actual	Actual
Name of Subdivision		Approved	Approved	#	edus	edus	gpd		Approval	2009	2010	2011	2012
NEW HTMA PROPOSED CONNECTIONS													
Chelsea Court	1-46930-157-3J	1296		6.0	6.0	0.0	0	2009		0.0	0.0	1.0	5.0
Schwab Road	1-46930-156-X	250		1.0	0.0	1.0	250	2009		0.0	0.0	0.0	0.0
FireFox	1-46940-293-3J/Pending			33.0	0.0	33.0	7,128	2010		0.0	0.0	0.0	0.0
Arbors Commercial Revised	Pending			23.0	0.0	23.0	4,968	2010		0.0	0.0	0.0	0.0
Altmore Oak Tree Office Campus	Pending			52.0	0.0	52.0	11,200	2010		0.0	0.0	0.0	0.0
Altmore Oak Tree Business Center	Pending			30.0	0.0	30.0	6,450	2011		0.0	0.0	0.0	0.0
Miscellaneous	Pending			20.0		16.0	3,456	2010					
Garfield Avenue Twin	Pending			2.0	2.0	0.0	0			0.0	2.0	0.0	
Marra Demolish Rebuild	1-46930-166-X			2.0	2.0	0.0	0			0.0	2.0	0.0	
(unused miscellaneous)						-16.0	-3,456						
Sub-Total				165.0	10.0	155.0	29,996		0	0.0	0.0	5.0	5.0
Ice World	Pending			5.0	0.0	5.0	1,080	2011				0.0	0.0
Evans Builders, Lenhart Road	1-46930-187-X			5.0	4.0	1.0	216	2011				4.0	0.0
Schwab Road, STA Project #4542	1-46930-169-3J			10.0	10.0	0.0	0	2011				2.0	8.0
Miscellaneous	Pending			40.0		26.0	5,616	2011					
Sei Gon Restaurant	1-46930-171-3J				3.0	0.0	0					3.0	0.0
Saint Mary's Church	1-46930-173-3J					5.0	945					0.0	0.0
WAWA	1-46930-171-3J					6.0	1,200					0.0	0.0
UGI Performance	1-46930-174-X					1.0	216					0.0	0.0
(unused miscellaneous)						-26.0	-5,616						
2011 Sub-Total				60.0	17.0	18.0	3,657	2011	0	0.0	0.0	9.0	8.0
Ruth Business Center	1-46930-170-3J/Pending							2012				0	0
Ziegler's	1-46930-177-3J			22.0	0.0	22.0	4,752	2012				0	0
Vernon Court	Pending			1.0	0.0	1.0	216	2012				0	0
Walnut Street	1-46930-175-3J			2.0	0.0	2.0	432	2012				0	0
Country Fresh, Revised	1-46930-163-3J			20.0	0.0	20.0	4,320	2012					0
Miscellaneous	Pending			50.0	0.0	43.0	9,288	2012					
1285 Moyer Road	1-46930-179-X				0.0	1.0	216						0
Penrose Street					0.0	1.0	216						0
Pale Street					0.0	1.0	216						0
Richardson Street					0.0	1.0	216						0
Cleveland Street					0.0	1.0	216						0
Red Cedar Grille	1-46930-187-X				0.0	1.0	216						0
1232 Cabin road	1-46930-186-X				0.0	1.0	216						0
(unused miscellaneous)						-43.0	-9,288						
Sub-Total				95.0	0.0	52.0	11,232	2012	0	0.0	0.0	0	0
Country Fresh, Revised	1-46930-163-3J			26.0	0.0	26.0	5,680	2013					
Advanced Living Communities, Phase II	1-46930-162-3J			60.0	0.0	60.0	12,960	2013					
Altmore Oak Tree Associates, 3000 Campus Dr.	1-46930-143-3J	2250	2/22/2008	10.5	0.0	10.5	2,250	2013					
Miscellaneous				50.0	0.0	50.0	10,800	2013					
Sub-Total				146.5	0.0	146.5	31,690	2013					
Snyder Tract Subdivision	1-46930-136-3J / Inactive	19224	9/27/2007	89.0	0.0	89.0	19,224	2014					

Submitted January 24, 2011

Approved February 9, 2011

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Tributary Municipality	DEP Code No.	Flow	Date	EDUs	Connected	Remaining		Time	After	(Actual)	Actual	Actual	Actual
Name of Subdivision		Approved	Approved	#	edus	edus	god		Approval	2009	2010	2011	2012
TEMPORARY HTMA CONNECTIONS													
Loh Hagey, New Britain	1-46930-126-3J	43400	8/30/2004	126.0	126.0	0.0	0	2008	21.0	5.0	0.0	0	0
Barclay Road Subdivision, New Britain	1-09932-187-3J	5832	12/8/2008	29.0	0.0	29.0	5,832	2010		0.0	0.0	0	0
Temporary Total				155.0	126.0	29.0	5,832		21	5.0	0.0	0.0	0.0
Hatfield Total													
				948	389	496	103,127		77	47	2	37.5	19.0

Revised for 2012, submitted January 5, 2012, revised March 20, 2012

HTMA WWTP				Connection Status					Connected	Connected	Connected	Connected	Connected
Tributary Municipality	DEP Code No.	Flow	Date	EDUs	Connected	Remaining		Time	After	(Actual)	Actual	Actual	Actual
Name of Subdivision		Approved	Approved	#	edus	edus	gpd		Approval	2009	2010	2011	2012
Montgomery Township													
Heckler Tract	Pending			36.0	0.0	36.0	10,800	2008	0	0.0			
Taco Bell Restaurant	1-46940-271-E	3250	9/15/2004	11.0	0.0	11.0	3,250	2008	0	0.0			
Indian Lake Farm Subdivision	1-46940-237-E	5000	1/24/2002	20.0	14.0	6.0	1,500	2008	16	3.0			
Vacchiano Tract	1-46940-301-E	600	1/18/2008	2.0	0.0	2.0	600	2008	0	0.0			
Connelly Tract	1-46940-285-E	1200	1/18/2008	4.0	0.0	4.0	1,200	2008	0	0.0			
Bridle Path Manor (approved prior to CMP)	Permitted 2004			7.0	6.0	1.0	300	2008	6	0.0			
Charter Oak (approved prior to CMP)	1-46940-280-E	350	6/29/2005	2.0	2.0	0.0	0	2008	2	0.0			
Knapp Farm (approved prior to CMP)	Special Study approved		11/3/2003					2004	1	0.0			
Dick's Sporting Goods (approved prior to CMP)	1-46940-299-E	2690	7/19/2007					2008	9	0.0			
Single House, 107 Holly Drive (prior to CMP)	Permitted in 1971			1.0	1.0	0.0	0		1	0.0			
Single House, 1013 Pecan Drive (prior to CMP)	Permitted in 2000			1.0	1.0	0.0	0		1	0.0			
Single House, 1015 Pecan (prior to CMP)	Permitted in 2000			1.0	1.0	0.0	0		1	0.0			
Calhoun Tract	1-46940-273-E	400	2/1/2004	2.0	2.0	0.0	0						
Sub-Total				87.0	27.0	60.0	17,650		37	3.0	0.0	0.0	0.0
Firefox	1-46940-293-3J/Pending			115.0	0.0	115.0	34,500	2010		0.0			
Logo's Group Development	1-46940-266-E	10625	9/3/2003	38.0	0.0	38.0	10,625	2010		0.0			
Trefoil Properties, Inc. Development	1-46940-256-E	1000	12/4/2002	10.0	0.0	10.0	3,000	2010		0.0			
Best Western Hotel	1-46940-290-E/Pending	6246	1/3/2006	77.0	0.0	77.0	11,550	2010		0.0			
Longhorn Steakhouse/Bertucci	1-46940-294-rev-E	2888	8/11/2006	17.0	0.0	17.0	2,888	2010		0.0			
Montgomery Avenue, 15 properties	Special Study approved		7/14/2005	34.0	12.0	22.0	6,600	2010		10.0			
Keystone Home Brew													
Arbors Commercial, Revised	Pending			6.0	0.0	6.0	1,800	2010		0.0			
Calhoun/Montgomery Chase	Pending			4.0	0.0	4.0	1,200	2010		0.0			
Miscellaneous 2010	Pending			25.0	0.0	25.0	7,500	2010		0.0			
(unused miscellaneous)						-25.0	-7,500						
Sub-Total				324.0	12.0	287.0	72,163			10.0	0.0	0.0	0.0

Submitted January 24, 2011

Approved February 9, 2011

Revised for 2012, submitted January 5, 2012, revised March 20, 2012

HTMA WWTP				Connection Status					Connected	Connected	Connected	Connected	Connected
Tributary Municipality	DEP Code No.	Flow	Date	EDUs	Connected	Remaining	Time		After	(Actual)	Actual	Actual	Actual
Name of Subdivision		Approved	Approved	#	edus	edus	gpd		Approval	2009	2010	2011	2012
Parcel # 46-00-00853-001	Pending			1.0	0.0	1.0	300	2011					
Parcel # 46-00-00841-004	Pending			2.0	0.0	2.0	600	2011					
Parcel # 46-00-00844-004	Pending			1.0	0.0	1.0	300	2011					
Parcel # 46-00-00850-004	Pending			1.0	0.0	1.0	300	2011					
Parcel # 46-00-00847-007	Pending			1.0	0.0	1.0	300	2011					
Parcel # 46-00-00253-007	Pending			4.0	0.0	4.0	1,200	2011					
Parcel # 46-00-03103-001	Pending			2.0	0.0	2.0	600	2011					
Parcel # 46-00-03124-007	Pending			4.0	0.0	4.0	1,200	2011					
Parcel # 46-00-00679-007	Pending			2.0	0.0	2.0	600	2011					
Parcel # 46-00-00673-001	Pending			1.0	0.0	1.0	300	2011					
Parcel # 46-00-03127-007	Pending			8.0	0.0	8.0	2,400	2011					
Parcel # 46-00-00835-001	Pending			20.0	0.0	20.0	6,000	2011					
Parcel # 46-00-00910-007	Pending			30.0	0.0	30.0	9,000	2011					
Sub-Total						77.0	23,100						
Miscellaneous	Pending			25.0	0.0	22.0	6,750	2012					
PF Montgomery, LLC	1-46940-318-3J					3.0	750						
(unused miscellaneous)						-22.0	-5,500						
Montgomery Mall Expansion	Pending			500.0	0.0	500.0	110,350	Within 5 year					
Wegmans	1-46940-319-3J				0.0		14,650	2012					
Miscellaneous				50.0	0.0	50.0	10,800	2013					
Montgomery Total				936	39	924	230,013		37	13	0	0	0

Submitted January 24, 2011

Approved February 9, 2011

Revised for 2012, submitted January 5, 2012, revised March 20, 2012

HTMA WWTP		Connection Status						Connected	Connected	Connected	Connected	Connected
Tributary Municipality	DEP Code No.	Flow	Date	EDUs	Connected	Remaining	Time	After	(Actual)	Actual	Actual	Actual
Name of Subdivision		Approved	Approved	#	edus	edus	gpd	Approval	2009	2010	2011	2012
Hatfield Borough												
McCormick	Existing/Addition			1.0	1.0	0.0	0	2008	1			
Penn Street	Demolish/Rebuild			1.0	1.0	0.0	0	2008	1			
McGrath, 8 North Market	Demolish/Rebuild			3.0	0.0	3.0	900	2009	0			
Clegg Tract	1-46929-075-3J	648	7/8/2008	3.0	3.0	0.0	0	2008	0	3.0		
Sub-Total				8.0	5.0	3.0	900		2.0	3.0	0.0	
108 East Broad Street (Ron Gross)	Rebuild/Pending			4.0	2	2.0	432	2009		0.0	2.0	
Fire House Conversion (Crystal Rose Catering)	Pending			4.0	0	4.0	864	2009		0.0		
Sub-Total				8.0	2	6.0	1,296			0.0	2.0	
Sub-Total												
Apartments (Krosser, 130 Chestnut Street)	Pending			2.0	0	2.0	432	2010			0.0	
Open Lots	Pending			4.0	0	4.0	864	2010			0.0	
D.E. Walker (E. Broad Street)	Pending			1.0	1	0.0	0	2010			1.0	
Shanley	Pending			1.0	0	1.0	216	2010			0.0	
Miscellaneous	Pending			5.0	0	5.0	1,080	2010			0.0	
(unused miscellaneous)						-5.0	-1,080	2010				
Sub-Total				13.0	1	7.0	1,512				1.0	
Auto Museum	Pending			2.0	0.0	2.0	432	2011				
Miscellaneous				5.0	0.0	5.0	1,080	2011				
(unused miscellaneous)						-5.0	-1,080	2011				
Miscellaneous	Pending			10.0	0.0	10.0	2,160	2012				0
(unused miscellaneous)						-10.0	-2,160					
Miscellaneous	Pending			10.0	0.0	10.0	2,160	2013				
Snyder Tract Subdivision	1-46929-073-3J/Inactive	2592	9/27/2007	12.0	0.0	12.0	2,592	2014				
Sub-Total				39.0	0.0	24.0	5,184					
Hatfield Borough Total												
				80	8	52	11,484		2	3	3	0
Hilltown Township												
Hilltown Crossings Super Wal-Mart				19.0	0.0	4	864	2010	0	0.0	0.0	15
Rosenthal Restaurant Extension	1-09924-373-3J			25.0	0.0	17	3,672	2010		0.0	0.0	8
Miscellaneous	Pending			10.0	0.0	10	2,160	2010			0.0	
(unused miscellaneous)						-10	-2,160					
Miscellaneous	Pending			20.0	0.0	20	4,320	2013				
Hilltown Township Total				44	0.0	41	8,856		0	0.0	0.0	23.0
Grand Total				2,008.0	435.5	1,512.5	353,480		116	63.0	5.0	37.5
Grand Total												
												42.0

Note: HTMA flow per EDU for new units = 216 gallons

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

SUBJECT: Consider Authorization to Submit Applications – Traffic Signal Revisions – North Wales Road and Knapp Road

MEETING DATE: August 26, 2013 **ITEM NUMBER:** # 11

MEETING/AGENDA: ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan  Township Manager **BOARD LIAISON:** Robert J. Birch, Supervisor
Liaison – Public Safety Committee

BACKGROUND:

As a condition of the approval of the Wegman's Land Development plan, the Township required Simon Properties to perform a traffic impact study to determine what traffic improvements would be needed as a result of the development. The study was completed following the opening of the 202 Parkway in order to obtain an accurate analysis of current traffic patterns and conditions prior to the opening of the Wegman's store.

The report was recently completed and reviewed by the Township Traffic Engineer, Kevin Johnson. The report recommended signal timing changes to the intersections of North Wales Road and Harbob Lane and a full traffic signal upgrade to the intersection of North Wales Road and Mall Entrance "F" including all new equipment and poles.

During its review of the signal plans for these improvements, PennDot has required changes to the signal plan at the intersection of North Wales Road and Knapp Road to provide for timing optimization, GPS clock installation, moved programs and weekly program chart and additional system notes. A copy of the Traffic Engineers review comments and recommendation is attached.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The costs for upgrading these traffic signals are the responsibility of the developer and are included in the Escrow funds posted to guarantee the completion of the on site improvements.

RECOMMENDATION:

Adopt the attached Resolution authorizing the Township Manager to submit an application to the Pennsylvania Department of Transportation for Timing optimization, GPS clock installation, moved programs and weekly program chart and additional system notes to the signal system permit plan for the Traffic Signal at Knapp Road and North Wales Road.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt a Resolution authorizing the Township Manager to submit an application to the Pennsylvania Department of Transportation for Timing optimization, GPS clock installation, moved programs and weekly program chart and additional system notes to the signal system permit plan for the Traffic Signal at Knapp Road and North Wales Road.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

RESOLUTION

BE IT RESOLVED, by authority of the Board of Supervisors
(Name of governing body)

of the Township of Montgomery , Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the _____
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Township of Montgomery
(Name of MUNICIPALITY)

(Signature and designation of official title)

By: _____
(Signature and designation of official title)

I, _____ , _____
(Name) (Official Title)

of the Board of Supervisors of Montgomery Twp , do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Supervisors , held the _____ day of _____ , 20 ____ .
(Name of governing body)

DATE: _____

(Signature and designation of official title)

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Lawrence J. Gegan Title : Township Manager
 Municipal Name : Montgomery Township
 Municipal Address : 1001 Stump Road, Montgomeryville, PA 18936
 Municipal Phone Number : (215) 393-6900 Alternative Phone Number : _____
 E-mail Address : LGegan@montgomerytp.org
 Municipal Hours of Operation : Monday - Friday 9:00 AM - 5:00 PM

B - Application Description

Location (*intersection*) : North Wales Road and Knapp Road
 Traffic Control Device is : ☐ NEW Traffic Signal ☒ EXISTING Traffic Signal (Permit Number) : 64-2090
 Type of Device (*select one*) ☒ Traffic Control Signal (MUTCD Section 4D, 4E, 4G) ☐ Flashing Beacon (MUTCD Section 4L) ☐ School Warning System (MUTCD Section 7B)
☐ Other : _____
 Is Traffic Signal part of a system? : ☒ YES ☒ NO System Number (*if applicable*) : I-0258
 If YES, provide locations of all signalized intersections in system.
North Wales Road and Knapp Road, North Wales Road and Entrance "F" Montgomery Mall, North Wales Road and Harbob Lane
 Explain the proposed improvements :
Timing optimization, GPS clock installation, moved programs and weekly program chart to system permit plan and added system notes.
 Associated with Highway Occupancy Permit (HOP)? : ☐ YES ☒ NO If YES, HOP Application # : _____

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :
☐ Municipal Personnel ☐ Municipal Contractor ☒ Municipal Personnel & Contractor
☐ Other : _____
 Maintenance and Operations Contact Name : Kevin A. Costello Company/Organization : Montgomery Twp, Dir of PW
 Phone # : (215) 393-6900 Alternative Phone # : _____ E-mail : _____

D - Attachments Listing

<input checked="" type="checkbox"/> Municipal Resolution (<i>required</i>)	<input type="checkbox"/> Location Map	<input checked="" type="checkbox"/> Traffic Volumes / Pedestrian Volumes
<input type="checkbox"/> Letter of Financial Commitment	<input type="checkbox"/> Photographs	<input type="checkbox"/> Turn Lane Analysis
<input checked="" type="checkbox"/> Traffic Signal Permit	<input type="checkbox"/> Straight Line Diagram	<input type="checkbox"/> Turn Restriction Studies
<input type="checkbox"/> Warrant Analysis	<input checked="" type="checkbox"/> Capacity Analysis	<input type="checkbox"/> Other : _____
<input type="checkbox"/> Crash Analysis	<input type="checkbox"/> Traffic Impact Study (TIS)	

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : _____ Date : _____
 Signed By : _____ Witness or Attest : _____
 Title of Signatory : _____ Title of Witness or Attester : _____

**Exhibit "A":
Preventative and Response Maintenance
Requirements**

 County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application 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 APPLICANT 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

Support - Mast arm
 Support - Strain pole
 Span wire/tether wire
 Pedestal
 Cabinet
 Signal heads

TYPE OF REPAIR PERMITTED

Emergency or Final
 Emergency or Final
 Final Only
 Emergency or Final
 Emergency or Final
 Final Only

EQUIPMENT FAILURE

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

Final Only
 Emergency or Final
 Emergency or Final
 Emergency or Final
 Emergency or Final
 Emergency or Final
 Emergency or Final
 Emergency or Final
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 Final Only

**Exhibit "B":
Recordkeeping**

County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must 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 application.

The APPLICANT shall 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 APPLICANT or its contractor for each traffic signal. 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**

County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

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: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
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.

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.

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.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT 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 application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

Application Instructions



A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.

Municipal Name: Provide the official municipal name.

Municipal Address: Provide the full address of the municipal building.

Municipal Phone Number: Provide the municipal phone number of the municipal contact.

Alternative Phone Number: Provide an alternative phone number of the municipal contact.

E-mail Address: Provide the e-mail address of the municipal contact.

Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (intersection): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(Permit Number): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)

Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Proposal for Engineering Services

MEETING DATE: August 26, 2013

ITEM NUMBER: #12

MEETING/AGENDA: ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman
Board of Supervisors

BACKGROUND:

The 2013 Capital Budget included funding to perform the design, bidding and construction administration work needed to install approximately 250 feet of sidewalk improvements along the north side of North Wales Road between Bethlehem Pike and Horsham Road. The attached proposal was submitted by the Township Engineer to perform this scope of work for \$15,000.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT:

The proposal estimates the cost to perform the tasks in the amount of \$15,000 and will be paid from the Engineering Services line item in the Capital Reserve Budget (line item 30-438-4313).

RECOMMENDATION:

Approve the proposal.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Proposal from Gilmore & Associates, Inc., dated May 23, 2013, perform the design, bidding and construction administration work needed to install approximately 250 feet of sidewalk improvements along the north side of North Wales Road between Horsham Road and Bethlehem Pike at a cost of \$15,000.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

6/20/13

MEMORANDUM

Date: May 23, 2013
To: Larry Gregan, Kevin Costello
From: Jim Dougherty
cc: Russ Dunlevy
Reference: North Wales Road Sidewalk Probable Costs - Updated

Previously we provided the Township with an opinion of probable cost (OPC) for approximately 250 feet of sidewalk improvements along North Wales Road between Horsham Rd and Bethlehem Pike. In light of recent bids received; we are providing an updated OPC for these improvements.

We estimate the following costs associated with this scope of work. The updated OPC is approximately 8% higher than the previous amount.

Opinion of Probable Construction Cost	\$48,100
Design, Bidding & Construction Administration	\$15,000

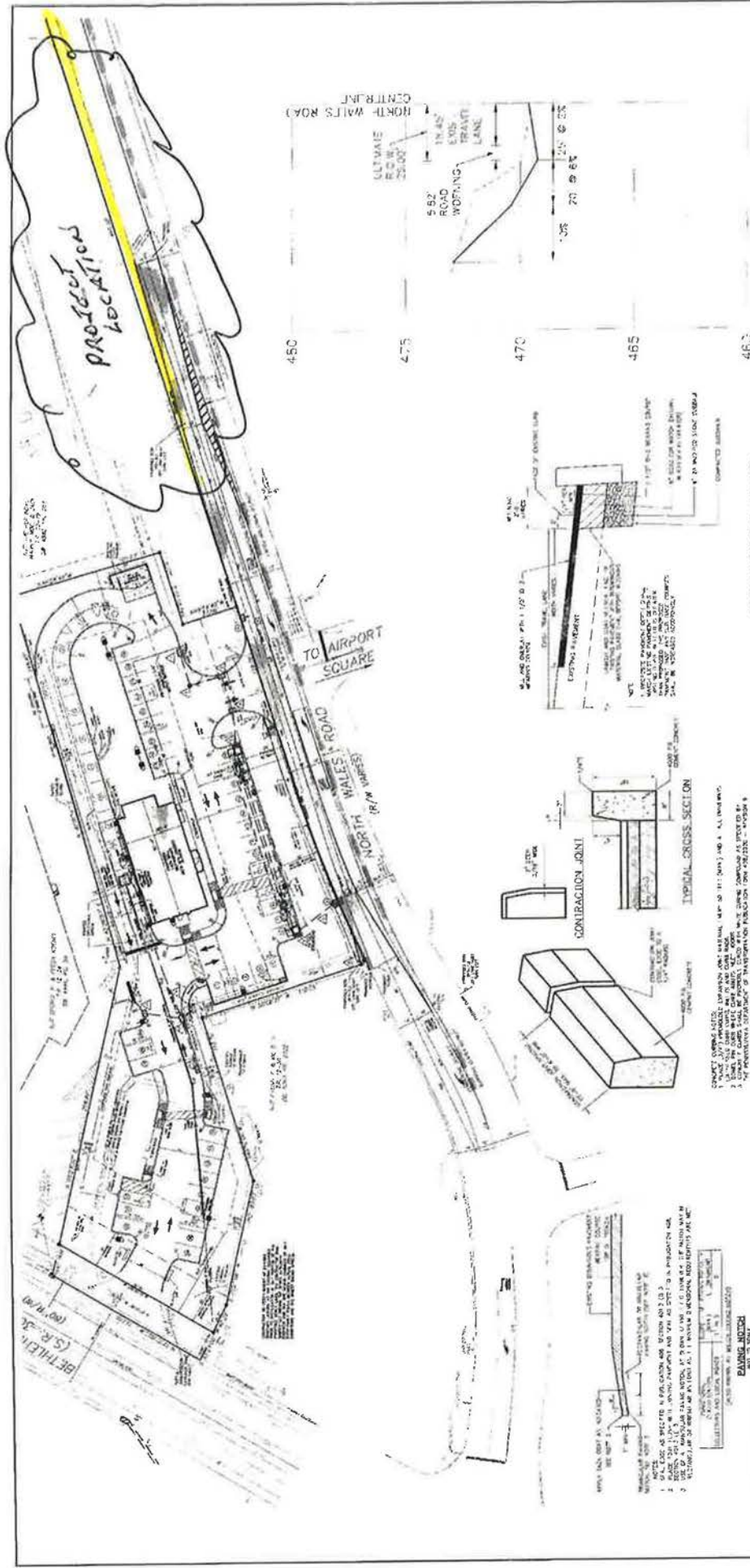
In preparing our Opinion of Probable Cost, we made the following assumptions:

- Guide rail will be located between the sidewalk and basin. Relocation of the guiderail to the curb side of the sidewalk would result in additional cost.
- No fencing will be installed as part of this project
- No utility conflicts exist in the area of construction (based on plans titled Land Development Plans Montgomeryville Investors, LP last revision 2/5/10)
- A temporary easement will be necessary to facilitate construction
- Additional easement/ROW will be necessary for the sidewalk. Currently, the ROW line appears to coincide with the curb line for a portion of the frontage. Acquisition costs have not been included in our Opinion of Probable Cost.

Please refer to our May 8, 2012 memorandum for our previous OPC and additional information.

BUILDING ON A FOUNDATION OF EXCELLENCE

65 E. Butler Avenue | Suite 100 | New Britain, PA 18901 | 215-345-4330 | 215-345-8606
184 W. Main Street | Suite 300 | Trappe, PA 19426 | 610-489-4949 | 610-489-8447
415 McFarlan Road | Suite 213 | Kennett Square, PA 19348 | 610-444-9006 | 610-444-7292
5100 Tilghman Street | Suite 150 | Allentown, PA 18104 | 610-366-8064 | 610-366-0433
33 Stokes Avenue | East Stroudsburg, PA 18301 | 570 421-7670 | 570 421-7687
133 West Tioga Street | Business Route 6 | Tunkhannock, PA 18657 | 570-234-0437 | 570-996-1035
www.gilmore-assoc.com



ACT 187

UTILITY LISTING FOR MONTGOMERY TOWNSHIP

UTILITY	DEPT. / AGENCY	PHONE	ADDRESS
WATER	WATER & SEWER DEPT.	202-496-4834	100 N. 10TH ST. WILMINGTON, DE 19801
SEWER	WATER & SEWER DEPT.	202-496-4834	100 N. 10TH ST. WILMINGTON, DE 19801
ELECTRIC	DEL. POWER & LIGHT CO.	302-441-1000	100 N. 10TH ST. WILMINGTON, DE 19801
TELEPHONE	VERIZON	800-441-1000	100 N. 10TH ST. WILMINGTON, DE 19801
CABLE	CABLE ONE	800-441-1000	100 N. 10TH ST. WILMINGTON, DE 19801

STORM SEWER NOTES

1. STORM SEWER SHALL BE 18" DIA. AND SHALL BE 10' DEEP.
2. STORM SEWER SHALL BE 18" DIA. AND SHALL BE 10' DEEP.
3. STORM SEWER SHALL BE 18" DIA. AND SHALL BE 10' DEEP.
4. STORM SEWER SHALL BE 18" DIA. AND SHALL BE 10' DEEP.

PLAN REFERENCE

CONTRACTOR SHALL REFER TO ALL PLANS AND SPECIFICATIONS FOR THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

CMX

CONSTRUCTION MANAGEMENT

100 N. 10TH ST. WILMINGTON, DE 19801

TEL: (302) 441-1000

FAX: (302) 441-1001

MARK J. BUCHHEIT

PROFESSIONAL ENGINEER, P.E.

NO. 100011000

STATE OF DELAWARE

ACT 187

UTILITY LISTING FOR MONTGOMERY TOWNSHIP

UTILITY	DEPT. / AGENCY	PHONE	ADDRESS
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CMX

CONSTRUCTION MANAGEMENT

100 N. 10TH ST. WILMINGTON, DE 19801

TEL: (302) 441-1000

FAX: (302) 441-1001

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Community/Recreation Center Design Update Report

MEETING DATE: August 26, 2013

ITEM NUMBER: *#13*

MEETING/AGENDA: ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager *Law*

BOARD LIAISON: Michael J. Fox, Supervisor
Liaison to the Park and Recreation Committee

BACKGROUND:

Since the last report on July 8th, the Architect, Jon Trump and Steering Committee held two meetings to review the proposed site plan prepared by Graf Engineering, the proposed exterior finishes for the building and two proposed alternatives for the HVAC system for the building.

At this time, the design schedule provides for review of the plans with the Board of Supervisors in order to approve the recommendations for the exterior finishes so that the Architect can proceed with the design of the exterior finishes of the building and for the Site Engineer to proceed with the submission of the site plan for Preliminary Land Development Approval.

In addition, the Architect is seeking direction on the design of the HVAC system. The design engineer for the HVAC systems has provided a cost comparison/payback analysis (copy attached) for two alternative HVAC systems, Alternative 1 - "Packaged and split system gas/DX" and Alternative 2 - "Ground source heat pump" system".

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Provide direction and approval on the proposed site plan, the proposed exterior finishes for the building and preferred alternative for the HVAC system for the building.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve submission of the site plan for Preliminary Land Development approval; approve the proposed exterior finishes for the proposed Community/Recreation building; and, approve Alternative #_____ for the HVAC system for the building

MOTION: _____

SECOND: _____

ROLL CALL:

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

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



August 7, 2013

Jonathan Trump
Kimmel Borgrette Architecture + Site
151 E. 10th Avenue, Suite 300
Conshohocken, PA 19428

RE: Montgomery Township Community Center - Packaged and split system DX
vs. Geothermal Analysis

Dear Jon:

As requested, we have performed energy calculations for the proposed 40,000 square foot Montgomery Township Community Center to provide a cost comparison/payback analysis associated with two separate HVAC systems. This included performing a full building energy model, estimating construction costs, and calculating a simple payback period. Based on our previous discussions, the following information was used as a baseline building envelope:

Roof: R-36

Walls (EFIS): R-25

Walls (Metal Panel): R-20

Glass: U Value= .4, SC= .46

Occupancy: A combination of the "Code Search" performed by your office on April 29, 2013 and the recommended occupancies per space identified in Chapter 4 of the 2009 International Mechanical Code were used to estimate building occupancy and ventilation requirements.

Schedule: A schedule was used within the energy modeling program to most accurately reflect the occupancy and systems operation in hours of operation listed below.

Days	Hours
Monday-Friday	5:30am-10:00pm
Saturday	7:00am-6:00pm
Sunday	8:00am-6:00pm
Hours per Week	103.5

Equipment: Both systems were modeled with equipment meeting the minimum efficiency ratings identified in the 2009 International Energy Conservation Code.



The results for the energy model are as follows:
Approx. design cooling load: 100 tons
Approx. design heating load: 1,350,000 btu/h

Purchase and installation costs for packaged and split system gas/DX units (Alt.1) and geothermal heat pump systems (Alt.2) were then estimated. Refer to attached "Comparison of Systems" for an analysis of first cost, annual energy usage, annual energy cost, and estimated simple payback. Based on these values, we calculated a 40 year payback on installing a geothermal system in lieu of conventional gas fired/DX equipment system. The data indicates that although a significant amount of energy is saved per year, the energy cost savings is much lower. We believe this is due to the low cost of gas relative to electricity and the high installed cost of a geothermal system versus the gas/dx equipment. Refer to "Energy Consumption Summaries" for additional information.

Sincerely,

Derek Fink, PE, LEED BD+C

DF:ec

cc: SG



COMPARISON OF SYSTEMS

ALTERNATE	DESCRIPTION	ESTIMATED CONSTRUCTION COST	ESTIMATE YEARLY TOTAL ENERGY USAGE (kbtu/yr)	ESTIMATED YEARLY HVAC ENERGY USAGE (kbtu/yr)	ESTIMATED YEARLY HVAC ENERGY COST	SIMPLE PAYBACK (years)
1	Packaged and split system gas/DX	\$880,000	2,027,000	1,452,000	\$25,306 ¹	-
2	Ground source heat pump system	\$1,200,000	1,088,000	536,000	\$17,252 ¹	40 ²

1. Utility rates used: Electric \$.12/KWH, gas - \$1.20/therm.
2. Does not include utility, state, or federal rebates.

GENERAL: Refer to attached "Energy Consumption Summary" reports for additional information.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Execute BCG Service Agreement for Non-Uniformed 401a Pension Plan

MEETING DATE: August 25, 2013

ITEM NUMBER: #14

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Ann M. Shade,
Director of Admin & HR

BOARD LIAISON: Jeffrey W. McDonnell
Pension Committee Liaison

BACKGROUND: In 2012, the Department of Labor (DOL) implemented new fee disclosure regulations for certain pension benefit plans. The Montgomery Township Money Purchase Pension Plan 401(a) (MPPP) that is offered to non-uniformed and Fire employees, has been identified as a plan that is required to adopt and follow these new regulations.

To be in compliance with the new rules, the MPPP Service Provider, BCG (Benefit Consultants Group), has provided an updated Service Provider and Disclosure Agreement, to replace the current agreement on file. The following information describes what information has been included in the updated and attached agreement:

- Services: a detailed description of the services that will be provided to the Plan; these services include, but are not limited to, plan installation and setup and records management
- Benefit Distributions
- Plan Document & Amendment Preparations
- Termination Provisions
- Plan Fees, including a Fees & Compensation Disclosure Report*

*Please note that our fees are not increasing, nor are we being charged any new fees. This disclosure is solely confirming existing fees and services. This was provided in a general distribution to all participating employees, as well as an addition to their quarterly plan statements.

For Board of Supervisors consideration for approval, attached is the updated BCG Service Provider and Disclosure Agreement. This document has been reviewed by Frank Bartle, Solicitor, Thomas Schatzman, Senior Vice President, Consulting Group Institutional Services at Morgan Stanley Smith Barney, and Township staff.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Recommendation to the Board of Supervisors is to adopt the proposed and updated Benefit Consultants Group Service Provider & Disclosure Agreement.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt the updated Benefit Consultants Group Service Provider & Disclosure Agreement.

MOTION: _____

SECOND: _____

ROLL CALL:

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

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

BENEFIT CONSULTANTS GROUP SERVICE PROVIDER & DISCLOSURE AGREEMENT

Plan Sponsor/Employer: Ann Shade

Plan Name: Montgomery Township 401(a) Money Purchase Pension Plan

Effective date of Agreement: 07/01/2012

This Agreement consists of Part I: Summary of Services, Part II: the detailed terms under which Benefit Consultants Group ("BCG") will provide services to the Plan ("Terms of Service"), and Part III, Fees and Compensation. The Terms of Service in Part II shall control over the Summary of Services in Part I.

PART I: SUMMARY OF SERVICES

Type of Plan: ☐ 401(k) ☐ 403(b) ☐ 457/Nonqualified ☐ Profit Sharing Only

☐ Defined Benefit ☒ Other (specify): Money Purchase

1. Plan Installation & Set up Services

- a. When requested, preparation of plan document, ERISA summary, enrollment & administrative forms.
- b. Where record-keeping services are provided, establish Plan on BCG's recordkeeping system.

[CHOOSE 2, 3 OR BOTH AS APPLICABLE]

2. ☒ Daily Valuation Record-keeping Services

- a. Participant account maintenance & reconciliation
- b. Plan contribution processing
- c. Plan distribution processing
- d. Quarterly benefit statements
- e. Plan loan processing and recordkeeping (if the Plan permits)
- f. Implement participant investment directions (if the Plan Permits)

3. ☒ Compliance Services

- a. Preparation of Plan amendments & other documents, if requested
- b. Plan distribution & loan review (for Plans without daily valuation recordkeeping services)
- c. Required Plan compliance testing
- d. Annual benefit statements (for Plans without daily valuation recordkeeping services)
- e. For ERISA plans, preparation of signature ready Annual Report (Form 5500) and, for plans requiring an auditor's opinion, an audit information package.
- f. For defined benefit plans, preparation an annual actuarial report and PBGC annual report if required.

The undersigned acknowledges he or she has: (i) the authority to enter in this Agreement on behalf of the Plan Sponsor and Plan named above, (ii) read Parts I, II and III of the Agreement, (iii) agrees to the Terms of Service and Fees and Compensation described therein; and (iv) agrees that BCG is not acting as a fiduciary in providing services hereunder unless otherwise specifically agreed to in writing.

Plan Sponsor Name: Montgomery Township

Benefit Consultants Group

By: [Print Name]: Joseph P. Walsh, Chairman

By: Beau Adams, Exec. VP, Business Development

Signature: _____

Date: _____

BENEFIT CONSULTANTS GROUP SERVICE PROVIDER & DISCLOSURE AGREEMENT
PART II: TERMS OF SERVICE

1.0 Provision of Services

1.1 The intent of the Agreement is to facilitate the administration of the Plan as it pertains to the services described herein (the "Services"). Unless expressly provided otherwise, the Services offered under this Agreement are predicated upon the receipt of data and instruction from the Plan, the Plan Sponsor and/or Plan Participants. The Plan Sponsor acknowledges and agrees that it will transmit electronically, using the mediums made available by or acceptable to BCG all employee census data and historical information required as part of the conversion process as well as data required for the deposit of Plan Contributions. Such information may be transmitted through a dedicated web page or Internet site made available by BCG for this purpose, or any other medium acceptable to BCG. However, nonconforming submissions will be accepted at the discretion of BCG and may be subject to the per submission fee set forth in Part III. Also, BCG may make services under this Agreement available to the Plan, Plan Sponsor, and/or Plan Participants via various Internet applications. To the extent that a service is available via Internet application, BCG reserves the right to charge a fee for non-Internet based services.

1.2 The Plan Sponsor certifies that it is the Named Fiduciary of the Plan, as defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), with authority to contract on behalf of the Plan for the Services. The Plan Sponsor is also the "Plan Administrator." If a person other than the Plan Sponsor has been appointed Plan Administrator, it is expressly agreed and understood that BCG is not the Plan Administrator and does not become responsible as Plan Administrator by performing any of the services under this Agreement, unless expressly stated otherwise herein. With respect to any person identified in the Plan, it is further understood that BCG shall have no responsibility to determine whether or not such person in fact has the authority to provide direction to BCG.

1.3 Part III of this Agreement sets forth the direct and indirect fees applicable to the Services. Additional services not included in the Services and requested by the Plan Sponsor will be billed in accordance with our fee schedule published on the Plan Sponsor website at www.bcgbenefits.com. For clients new to BCG, instructions for accessing this schedule will be provided along with this Agreement. Unless paid by the Plan, Plan Sponsor agrees to pay all fees payable to BCG pursuant to this Agreement or for other services provided to the Plan and Plan Sponsor. If BCG is requested to expedite the provision of any Services, an additional fee may be charged for such service. Annual fees are not pro-rated for initial service periods of less than twelve months.

1.4 **BCG is not acting as a fiduciary in providing any of the Services hereunder, unless otherwise specifically agreed to in writing, nor is BCG providing any advice concerning Plan investments.**

1.5 Capitalized terms not otherwise defined herein shall have the meaning prescribed by ERISA or the Internal Revenue Code of 1986, as amended (the "Code"), as applicable.

2.0 Installation & Plan Set-up Services

2.1 If BCG is providing recordkeeping services, it will enter the Plan and Participant information on its recordkeeping system. Where Plan data is currently on another recordkeeping platform, BCG will assist the Plan Administrator in migrating that data to BCG's platform.

2.2 BCG will provide the Plan Administrator with a set of forms for Plan operation, or make such forms available on its website.

2.3 Where requested, BCG will provide enrollment materials, along with document preparation services as further described in Article 8.0.

2.4 BCG will provide the Plan Sponsor with a Schedule of the investment options chosen (other than Outside Assets) setting forth the commissions or fees charged in connection with the acquisition or sale of the investment, the annual operating expenses and any other ongoing expense. **Plan Sponsor understands and agrees that, in providing a platform for the trading of investment options selected for the Plan, BCG is not providing investment advice.**

2.5 BCG will need to obtain certain critical information that documents how the Plan was operated

prior to BCG commencing recordkeeping and/or administration services. The Plan Sponsor is solely responsible for providing the information and documents determined by BCG to be necessary in order to commence these services. If compliance issues are discovered during the takeover process, BCG may require that they be corrected (at Plan Sponsor's sole expense) in order to complete the takeover.

3.0 Recordkeeping-Participant Individual Account/Benefit Services

- 3.1 BCG will establish an Account for each Participant (including any beneficiary or Alternate Payee) as directed by the Plan Administrator. BCG will record and maintain information regarding each Participant Account as necessary to provide the Services. The Plan Sponsor is responsible for submitting all data required to be provided by it in a form acceptable to BCG.

The determination as to whether or not a domestic relations or other court order is a qualified domestic relations order as defined by applicable law shall be the responsibility of the Plan Administrator; provided that in consideration of payment of the QDRO processing fee set forth in Part III, BCG will assist the Plan Administrator in making that determination.

The Plan Administrator acknowledges and agrees that it must timely provide Participant vesting information to BCG that will be reflected on Plan and Participant reports, including the Participant's account statement. The Plan Sponsor, and not BCG, remains solely and exclusively responsible for Participant Account vesting information, as applicable. At the time the Plan Administrator directs BCG to process a Participant distribution, loan or other disbursement from the Plan, the Plan Administrator shall confirm to BCG the Participant's vested interest in Employer contributions, as applicable.

If the Services include daily account valuations, BCG will provide daily reconciliation of Participant Account balances in accordance with the valuation procedures of each investment option made available under the Plan by the Plan Sponsor. Other defined contributions plan assets will be maintained in pooled accounts and reconciled annually. Defined benefit plan assets are maintained in a pooled account and the accrued benefit of each participant is determined annually as part of the annual actuarial valuation performed by BCG.

- 3.2 If BCG is to establish Participants' Accounts for a Plan either in existence prior to the effective date of this Agreement, or as a result of a merger with or transfer from another qualified plan after the effective date of this Agreement, the Plan Administrator shall provide to BCG, via a medium and format required by BCG, financial census data requested by BCG to record-keep the Plan and reconcile the Participant Accounts with the assets of the Plan transferred from the current asset custodian ("Transferred Assets"). BCG shall notify the Plan Sponsor if this information is incomplete or does not reconcile with the Transferred Assets or records provided by the current asset custodian. Transferred Assets shall be invested as directed in writing by the Plan Sponsor. Transferred Assets shall remain so invested until the Plan Sponsor agrees, in writing, to a final reconciliation of these assets with the Plan Participant Account information and other records prepared by BCG.

Participant Accounts shall remain invested as is until such time as the Participants or Plan Sponsor direct the investment otherwise in accordance with the terms of the Plan.

The Plan shall notify Participants of: (i) the manner by which Transferred Assets will be invested both before and immediately after the final reconciliation; (ii) investment transfers or benefit payments of any kind may not be initiated prior to the final reconciliation; (iii) the Participants' rights, if any, to direct the investment of their Accounts after such final reconciliation; and (iv) of any black-out period that may occur in connection with the transfer of assets to BCG (as required under ERISA Section 101(i)).

- 3.3 If the Plan provides for Participant direction of investments from a menu of investment options, BCG will provide a telephone service, or voice response unit ("VRU"), as well as an internet service that enables each Plan Participant, to the extent provided under the Plan, to perform certain functions which include, but are not limited to:

- (a) directing and reallocating the investment of future Contributions among the Plan's designated investment options;
- (b) transferring amounts held in the Participant's Account among the Plan's investment options;
- (c) obtaining the Participant's Account balance in total; and

- (d) obtaining the accumulation on an investment option basis for the previous valuation date and the value for the previous valuation date for each of the Plan's investment options.

BCG will provide customer representatives to support the utilization of the VRU and internet service during normal business hours. BCG will record and maintain all activity of the VRU and internet service in accordance with generally accepted record retention practices. The VRU and internet service may occasionally be unavailable to accommodate system maintenance.

Notwithstanding the foregoing, nothing in this Agreement shall prohibit BCG or the Plan Sponsor from restricting or suspending any or all Participants from initiating any investment option transfers via the Internet, VRU or any other electronic or paper means.

- 3.4 BCG may provide electronic enrollment services to the Plan. Through electronic enrollment, the Plan Administrator, employees or Participants, as applicable, may record certain information applicable to the Participant's Account, including Plan contribution rate, investment allocation instructions and census information. Any change or correction to the information provided through electronic enrollment (including a change to the Participant's contribution rate), or any change in enrollment information provided by the Plan Sponsor, must be provided as described in Section 3.3 of the Agreement.
- 3.5 If BCG and the Plan Sponsor agree, the Plan may invest in an Outside Asset. It is understood that an additional fee may be charged with respect to such investment. Notwithstanding anything to the contrary here, an investment in an Outside Asset will be accounted for on an annual basis upon receipt of sufficient asset information from the Plan Administrator. The term "Outside Asset" means any investment not provided on the investment platform used by BCG to implement trading of the Plan's investments.
- 3.6 The Plan Administrator may elect to establish an account within the Plan ("ERISA Budget Account") to receive compensation otherwise payable to Plan service providers ("Third Party Compensation"), but directed by those service providers to be paid to the Plan. The Plan Administrator shall authorize payment of Plan expenses for each Plan Year from the ERISA budget Account, and any amount remaining in the ERISA Budget Account after all such expenses have been paid shall be allocated as additional earnings to Plan Participants, pro-rata unless otherwise directed by the Plan Administrator. Alternatively, the Plan Administrator may direct that Third Party Compensation be allocated directly to Plan Participants. Such compensation shall be allocated pro-rata unless otherwise directed by the Plan Administrator.

4.0 Recordkeeping Contributions

- 4.1 The Plan Administrator shall arrange for and timely supply to BCG (if the Freedom Account or Independent Account is being used for Trust recordkeeping) or the cashing agent designated by the Plan Sponsor and acceptable to BCG, cash proceeds representing contributions to the Plan and such detail as BCG may require or request to properly allocate such contributions. BCG or the designated cashing agent, as applicable, are referred to herein as the "Cashing Agent."

The Plan Administrator agrees to transmit Contribution detail via BCG's Internet webpage or in an electronic format agreed upon by the Plan Sponsor and BCG. The Plan Sponsor further agrees to transmit all cash proceeds representing Plan Contributions from the Employer's bank account via Automated Clearing House ("ACH") to The Cashing Agent to facilitate automated processing of Plan Contributions, unless agreed upon otherwise between the Plan Sponsor and BCG. With respect to ACH funding, the Plan Sponsor agrees that the rights of the bank named in the Installation Kit with respect to debit entries initiated to the Employer's account are the same as if they were checks drawn on the bank and signed by the Employer. The privilege of making deposits under this service may be revoked by BCG without prior notice, if any debit entry is not accepted. BCG shall be under no obligation to notify the Employer as to the non-payment of any debit entry.

In no event shall BCG be responsible for collecting any Contributions that may be due to the Plan but are not deposited. If no fiduciary is identified in the governing plan documents (including any trust agreement) as having the responsibility and authority for collecting and monitoring Contributions and pursuing payment of any delinquent Contributions to the Plan, then the Plan Administrator shall have such responsibility and authority, and shall (i) see that the contributions received by BCG comply with the provisions of the Plan; (ii) collect any contributions from the Employer; and (iii) see that funds deposited with BCG are deposited in accordance with the provisions of the Plan.

- 4.2 The Plan Sponsor is responsible for determining the amount to be allocated to each Participant under the Plan. BCG will allocate Contributions to each Participant's Account according to the instructions provided to BCG by the Plan

Administrator. Contributions will be invested among the investment options under the Plan in accordance with the most current investment direction on file at BCG. If no investment directions are on file for a Participant, contributions shall be allocated to the Plan's default investment option.

- 4.3 If Contributions are not invested in due course due to errors in the data provided to BCG by the Plan Administrator or in the amount of Contributions deposited, the Plan Sponsor authorizes BCG to cause the contributions to be held for up to ten business days without being invested in the Plan's investment options in order to reconcile the discrepancy between the Contribution deposited and the data provided. Plan Sponsor agrees that BCG is not acting in a fiduciary capacity in acting or failing to act in these circumstances.
- 4.4 At the Plan Administrator's request and in accordance with the Plan Administrator's instructions, BCG will calculate, reallocate and credit among Participant Accounts amounts forfeited under Plan, as applicable. Any such calculation shall be performed at the direction of the Plan Administrator and subject to its final approval. Unless agreed to otherwise, such assistance is limited to one event per plan year.
- 4.5 Notwithstanding the foregoing, the Plan Sponsor acknowledges and agrees that BCG is not obligated to accept Plan Contributions unless and until the Plan Sponsor provides to BCG a signed copy of the currently effective governing Plan document and/or adoption agreement, as applicable.

5.0 Benefit Distributions

- 5.1 The Plan Administrator shall notify BCG by such means or methods required by BCG at the time the Plan Administrator has determined that a Participant is entitled to receive one or a series of benefit payments under the terms of the Plan. The Plan Administrator must further provide all information necessary for BCG to determine tax withholding and reporting as described in Section 5.3, the benefit type and form, the amount of benefit payable, and the payee to whom the distribution is to be made. The Plan Administrator remains solely responsible for the approval of and the determination as to whether a Participant is eligible for a benefit payment under the Plan. BCG is not obligated to inquire as to whether any payee or distributee is entitled to any payment or whether the payment or distribution or the manner of making any payment or distribution is proper or consistent with the terms of the Plan. Upon request by the Plan Administrator, BCG shall provide information about the various benefit payment options available under the Plan. As an alternative where BCG is the recordkeeper, BCG may agree to accept benefit payment requests directly from Participants electronically via the dedicated web pages or Internet site made available by BCG for this purpose, which requests shall be subject to approval by the Plan Administrator. In addition, sections 5.2, 5.3 and 5.4 apply only where BCG is providing recordkeeping services.
- 5.2 Pursuant to a notice or request and approval described in Section 5.1, BCG shall cause benefit payments to be issued from the applicable Participant Account under the in accordance with instructions provided by the Plan Administrator and subject to the provisions of the Plan (distribution fees are set forth in Part III).
- 5.3 To the extent required by federal and state law, BCG, or its cashing agent, will calculate the federal and state income taxes to be withheld from each benefit payment. The Cashiering Agent will report such withholding to the federal government and applicable state government. All income taxes, so withheld, will be remitted by The Cashiering Agent to the appropriate federal and state tax authorities within the time prescribed by federal and applicable state law.
- 5.4 For each benefit payment made under this Section, BCG, or its cashing agent, shall furnish to each Participant who has received a benefit payment under the Plan, tax reporting form(s) in the manner and time prescribed by federal and state law. Each Participant remains solely responsible for any and all tax liability incurred as a result of such benefit payment.
- 5.5 As Plan Administrator, the Plan Sponsor is solely responsible for providing any required notices and/or forms, including a distribution election, to Plan Participants. If a notice is returned as undeliverable, the Plan Sponsor must take steps, consistent with its fiduciary duties under ERISA, to locate the participant to whom the notice was addressed before making the distribution. The Plan Sponsor has sole responsibility to ensure that all Plan distributions are received by the appropriate Participant and/or attributed to the Plan, as appropriate.

In the event of a benefit payment remains un-cashed or a Participant cannot be located, BCG will assist the Plan Sponsor in its efforts to ensure all Plan benefit obligations are current. At the Plan Sponsor's request and for an additional fee, BCG

may attempt to locate updated participant address information via a commercial locator service and provide any results to the Plan Sponsor. Notwithstanding the foregoing, the Plan Sponsor, and not BCG, shall remain solely and exclusively responsible for locating and ensuring payment to each Participant. The Plan Sponsor must provide direction to BCG with respect to the disposition of any un-cashed benefit payment checks.

5.5 If BCG and the Plan Sponsor specifically agree, in providing benefit distribution services for a 403(b) plan, BCG will assume complete responsibility for processing distributions and coordinating payment among multiple vendor accounts. Plan Sponsor agrees that an additional fee may be charged for this service as set forth in Part III.

5.6 If BCG is not providing daily valuation recordkeeping services for the Plan, its responsibility with respect to Plan distributions shall be to review the plan distribution request for compliance with Plan provisions and determine the correct vested interest of the participant requesting the distribution.

6.0 Participant Loans

6.1 The Plan Administrator shall notify BCG of each Participant the Plan Administrator has determined is entitled to receive a loan under the terms of the Plan by such means or methods required by BCG. As an alternative, at the direction of the Plan Sponsor, BCG may agree to process electronic loan requests submitted by Participants via the dedicated web pages or Internet site made available by BCG for this purpose.

6.2 Loans from a Participant's Account will be accounted for separately and repayments of the loans will be allocated to the Participant's Account with principal and interest paid in accordance with the amortization schedule prepared by BCG or such other instruction filed with BCG by the Plan Administrator. Loan repayments must be received in a single sum directly from the Plan Sponsor in good order (as defined in Section 1.3). In the event that a repayment is less than or exceeds the amount expected under the amortization schedule or file at BCG, the payment will be applied to the next payment(s) due under such schedule without re-amortization. The foregoing notwithstanding, loans from defined benefit plans and other pooled account plans will be treated as a pooled plan investment.

6.3 The Plan Administrator shall notify BCG in writing of any Participant loan it considers to be in default, and agrees that BCG will not monitor whether any loan is in default. If distributed, BCG will prepare and file the appropriate federal tax reporting form. The provisions of Section 5.4 shall also apply to tax reporting under this paragraph.

6.4 If BCG and the Plan Sponsor specifically agree, in providing loan processing services for a 403(b) plan, BCG will assume complete responsibility for processing and approving the loan. Plan Sponsor agrees that an additional fee may be charged for this service as set forth in Part III.

6.5 If BCG is not providing daily valuation recordkeeping services for the Plan, its responsibility shall be to review the loan request for compliance with Plan provisions and determine the maximum amount the participant may borrow.

7.0 Plan Sponsor & Participant Information

7.1 BCG shall make available to the Plan Sponsor via its website, data regarding contributions received, investment and benefit payment activity.

7.2 If requested by the Plan Sponsor, BCG will provide information and reports previously provided or previously made available to the Plan Sponsor or Plan Participants. BCG reserves the right to charge a fee for such service.

8.0 Plan Document Preparation Service

8.1 *Plan Document.* At the request of the Plan Sponsor, BCG provides a draft volume submitter or prototype plan document, which shall be subject to the Plan Sponsor's review and adoption. The Plan Sponsor acknowledges and agrees that it is responsible to seek the assistance of its counsel for the review of the draft plan document or any subsequent amendment thereto or restatement thereof. If the Plan Sponsor elects to adopt a volume submitter or prototype plan document provided by BCG, the Plan Sponsor agrees that it is responsible for determining whether the Plan can rely on the favorable Internal Revenue Service ("IRS") opinion or advisory letter issued for such document, as applicable, pursuant to IRS revenue procedures in effect from time to time and for determining whether the restatement or amendment of its existing

plan document and subsequent amendment(s) satisfies all applicable requirements under ERISA and the Code . For an additional fee, BCG may provide consulting services regarding plan qualification, and/or individualized plan documents.

- 8.2 *Summary Plan Description* – If the Plan Sponsor elects to adopt a plan document provided by BCG, BCG will provide to the Plan Sponsor an electronic version of a draft summary plan description that corresponds with the plan document when a summary is required by ERISA. The Plan Administrator acknowledges and agrees that it is responsible to review and approve any summary plan description supplied by BCG.
- 8.3 *Plan Amendments and Restatements* – With respect to a plan document provided by BCG, to the extent required by changes in the law, regulations, or other official guidance, BCG will prepare a plan amendment or, per official guidance, as required, a plan restatement and either a summary of material modifications or a revised summary plan description. At the request of the Plan Sponsor, BCG may agree to prepare a plan amendment or plan restatement, as applicable, to reflect a discretionary change specified by the Plan Sponsor. The fees for these services are reflected in Part III . For amendments and restatements not provided by BCG, the Plan Administrator shall timely provide to BCG a copy of the plan amendment making such change or, with respect to a recent legislative change for which no amendment is immediately required, a completed operational election form. Where BCG is providing recordkeeping services, it shall make such changes to the Plan's information in the recordkeeping system as may be necessary to reflect the terms of the amendment or restatement.
- 8.4 *Determination Letter Assistance* – In the event that Plan Sponsor determines that the volume submitter or prototype plan document supplied by BCG shall be submitted to the IRS for a determination letter, BCG may agree to prepare the application for determination for the volume submitter or prototype plan document provided by BCG for the Plan Sponsor's and its counsel's review and to assist the Plan Sponsor in the submission of the document to the IRS. BCG may also agree, upon request and under the direction of the Plan Sponsor to prepare the Notice to Interested Parties for the Plan Sponsor's and its counsel's review, approval and distribution to employees. An additional fee will be charged for these services.
- 8.5 All plan documents and IRS forms provided by BCG are subject to the review and approval by the Plan Sponsor. The Plan Sponsor remains exclusively responsible for maintaining the qualified status of the Plan and for defending its status upon an IRS examination.

9.0 Compliance Test Services

- 9.1 On an annual basis, BCG will perform the anti-discrimination, annual limit and top heavy compliance tests that must be passed in order to maintain the qualified status of the Plan. Not all tests are required for all types of plans. For defined benefit plans, an actuarial valuation will be prepared in connection with compliance testing. All data necessary to perform these tests for any given Plan Year must be submitted to BCG within the time prescribed by BCG. These compliance test services are limited to one event per year. BCG may agree to make the compliance testing services described in this Section available for more than once per year for an additional fee as described on Part III . If the Plan Sponsor maintains another defined contribution or defined benefit plan, upon request and payment of an additional fee, BCG will perform the compliance tests taking into account such other plan.
- 9.2 Any test performed in accordance with this Section is contingent upon the Plan Sponsor providing BCG with census data and any other information not in the possession of BCG which is necessary to perform such test(s). The validity of any test results performed in accordance with this Section is only agreed to by BCG to the extent that the information provided by the Plan Sponsor is complete and accurate. If the Employer is a part of a controlled group or an affiliated service group as defined at Code Section 414, all census data and other relevant information must include employees of all employers of such group to the extent required. An additional fee may be charged for such testing.
- 9.3 Any test service performed in accordance with this Article 9.0 will be subject to the review and approval of the Plan Sponsor. In utilizing these services, the Plan Sponsor understands it must take timely action to ensure compliance with applicable deadlines under the Code and that BCG is not responsible for any tax or tax penalties due or assessed on account of the Plan Sponsor's action or inaction with respect to these compliance test services.
- 9.4 A request of the Plan Sponsor for a corrective distribution payment is subject to Section 5.0, a corrective contribution allocation is subject to Section 4.0.

10.0 5500 and Other Annual Reporting and Disclosure

- 10.1 Assuming timely compliance testing is completed, BCG will make available to the Plan Sponsor electronically a 5500 package for the Plan if a Form 5500 is required to be filed. The 5500 package will include a Form 5500 along with the appropriate schedules prepared on a cash basis based upon the Plan's data on file at BCG. **The timely completion and electronic filing of the Form 5500 is the responsibility of the Plan Sponsor. BCG is not liable for any penalties or other costs incurred on account of late filing of the Form 5500 by Plan Sponsor.** However, for an additional fee as described on Part III, BCG will assist the Plan Sponsor in filing the Form 5500 in accordance with government guidance. For defined benefit plans, an actuarial valuation report will also be provided. For Plans requiring an auditor's opinion, BCG will also provide a standard package of information that it determines will assist the auditors in rendering their opinion. Additional research and information may be provided at an additional charge based on the hourly rates set forth in Part III..
- 10.2 For defined benefit plans subject to the jurisdiction of the Pension Benefit Guaranty Corporation, required annual reports will be prepared upon receipt of all relevant data.
- 10.3 Preparation of reports required by the Financial Accounting Standards Board or Government Accounting Standards Board is not included as Services hereunder. However, for an additional fee, BCG may agree to prepare such reports upon receipt of all relevant data.
- 10.4 BCG shall provide quarterly benefit statements for Plans using its daily valuation recordkeeping services.
- 10.5 For defined benefit plans and plans using balance forward accounting, BCG shall provide annual statements for distribution to Plan participants upon receipt of all necessary asset and census information from the Plan Sponsor, unless such statements are provided by another recordkeeper.
- 10.6 BCG shall not be responsible for preparing any other tax returns or reports or for determining the extent to which plan contributions may be deducted for income tax purposes. BCG may agree to prepare such returns or reports for an additional charge.

11.0 Records Management

- 11.1 Except as otherwise provided herein, with respect to the Services, BCG shall retain all financial records and supporting documents, correspondence and other written materials pertaining to the Plan for three years following the due date of the Form 5500 for the year to which those records relate, or, if later, the time prescribed by federal law (but only with respect to those items to which the law applies). BCG may retain such records and documents in electronic form, or any other process that accurately reproduces or forms a durable medium for reproducing the original. The Plan Sponsor has the right to make duplicate copies at Plan Sponsor's expense, including in the event this Agreement is terminated, payment of the de-conversion fee described in Section 13.4.
- 11.2 If an audit of the Plan has begun, but has not been completed at the end of the three-year period, or if audit findings have not been resolved at the end of the three year period, BCG shall retain the records described in 11.1 until the audit findings are resolved; provided Plan Sponsor requests that BCG retain those records in writing.

12.0 Amendment

- 12.1 The Agreement may be amended or modified by BCG at any time and for any reason by providing 30 days written notice to the Plan Sponsor, provided the Plan Sponsor accepts the amendment by failing to terminate this Agreement in the manner set forth in Article 10.0

13.0 Termination

- 13.1 This Agreement may be terminated at any time without any further liability of either party for any obligation maturing subsequent to the date of such termination, upon 30 days written notice to the other party, or earlier if otherwise provided herein.
- 13.2 Within 90 days of termination of this Agreement and payment of the de-conversion fee described in Section 13.4, BCG shall deliver to the Plan Sponsor any reports required by this Agreement which have not already been provided.
- 13.3 Plan Sponsor expressly understands and agrees that, upon termination of this Agreement, any accrued fees and applicable interest charges and other costs due under the Agreement shall be immediately due and payable to BCG.

Administration fees paid in advance shall be pro-rated through the end of the last month during which any plan administration services are provided.

13.4 In connection with the termination of this Agreement, BCG's services may include the following:

- (a) Process the de-conversion files for the new recordkeeper;
- (b) Develop and prepare all requested reports for the new record-keeper;
- (c) Answer all questions to help with the liquidation and conversion of assets;
- (d) Coordinate the liquidation and conversion of assets so as to comply with blackout notice requirements and other time sensitive items;
- (e) Transaction processing and trading expenses associated with handling the liquidation and conversion of assets; and
- (f) Complete work needed to help the new recordkeeper in closing out the transition year for compliance and 5500 processing, or prepare 5500 if requested.

In order to compensate BCG for de-conversion services and for maintaining client records as provided in Article 11.0, Plan Sponsor agrees to pay a de-conversion fee in the amount set forth in Part III.

13.5 If for a period of at least six month, Plan Sponsor or Plan Administrator cannot be located or fails to respond to BCG requests to authorize or approve action required under ERISA or necessary to maintain the Plan's qualified status, Plan Sponsor authorizes BCG to treat the Plan as abandoned and transfer its assets to a Qualified Termination Administrator (as defined in U.S. Department of Labor Regulations) to terminate the Plan and distribute its assets to the Participants entitled thereto.

14.0 Mastery Point Guidance Services

14.1 This Article 14.0 shall apply to all participant-directed defined contribution plans, as defined in ERISA, unless access to the investment advice and guidance software described below is specifically waived by the Plan Sponsor.

14.2 The investment advice software ("Software") to be provided to the authorized plan participants and plan beneficiaries ("Users") under this agreement is provided by Third Party Educational Services, Inc. d.b.a. MasteryPOINT Financial Technologies ("MasteryPOINT"), with the advice component provided to MasteryPOINT by MP Advisory Services, LLC ("MP Advisory Services"). MP Advisory Services is registered with the Securities Exchange Commission as an Investment Advisor under the Investment Advisors Act of 1940. MP Advisory Services provides investment analysis, investment performance data, and mathematical modeling techniques on which the investment advice provided by the Software is based.

14.3 Under the agreement between BCG and MasteryPOINT and MP Advisory Services, MP Advisory Services warrants that all analysis and mathematical modeling techniques provided for use in the Software have been developed by itself or by its licensors using reasonable financial assumptions and according to standard industry practices.

14.4 All parties acknowledge that **no other warranty, express or implied, is provided** by MasteryPOINT or MP Advisory Services to Plan Sponsor or any Users, including but not limited to any warranties to the effect that:

- (a) Any guidance or advice provided will result in investment allocations or investment selections that will meet the specific needs of the Users or The Users will not incur investment losses or will lose less than they would have absent use of the Software or
- (b) The Software will enable the Users to realize gains greater than they would have absent use of the Software.

14.5 All authorized Users of the Software will be required to accept the terms and conditions for use of the Software prior to being able to access the Software. Those terms and conditions state, among other provisions, that:

- (a) except as otherwise required by law, MasteryPOINT and MP Advisory Services will not be liable for any losses or damages (direct, indirect, or punitive) that may result from the Users' investment decisions or their use of MasteryPOINT Guidance Plus or any data related to such use. Federal securities laws impose liabilities in certain circumstances on persons who act in good faith; thus, nothing in this agreement shall in any way constitute a waiver of or limitation on any rights which users may have under federal securities laws.

- (b) users understand and acknowledge that any recommendations provided to them through MasteryPOINT Guidance Plus are created by MP Advisory Services and not by their employer, retirement plan sponsor, the service provider for the Plan, or any other entity.

14.6 Under the agreement between BCG and MasteryPOINT and MP Advisory Services, MP Advisory Services has expressly agreed that it shall be a fiduciary within the meaning of Section 3(21) of ERISA with respect to any plan and individual user of the Software contemplated under that agreement only with respect to the investment advice provided by the Software. All parties expressly agree that MasteryPOINT is not a fiduciary of any customer's plan within the meaning of ERISA and shall not be responsible for any breach of fiduciary duty with respect to the Software.

14.7 Under the agreement between BCG and MP Advisory Services and MasteryPOINT, MP Advisory Services has agreed to indemnify and hold harmless BCG and the plan sponsor customers of BCG from liabilities, losses, claims, damages, and expenses (including reasonable attorney's fees) resulting specifically from a breach of its fiduciary duty with respect to the investment advice provided through the Software.

14.8 Other than MP Advisory Services' potential liability as a fiduciary as stated above, the parties agree that in no event shall MasteryPOINT or MP Advisory Services be liable to Plan Sponsor for any direct, indirect, special, exemplary, punitive, or consequential damages arising out of or in connection with the provision of the Software.

15.0 General Provisions/Limitation of Liability

15.1 The responsibility of BCG is limited to the terms of this Agreement. Nothing in this Agreement shall be construed to make BCG responsible for the Plan or the Plan's trust or to confer responsibilities upon BCG except for those expressly provided for in this Agreement. The Plan Sponsor acknowledges and agrees that BCG's duties and responsibilities are exclusively non-discretionary and ministerial (except as otherwise specifically agreed to) and that BCG is not a fiduciary to the Plan and is not obligated to perform any service that could cause it to become a fiduciary of the Plan. The Plan Administrator acknowledges and agrees that it, and not BCG, is solely responsible for interpreting plan provisions. The Plan Sponsor hereby acknowledges that BCG does not pursuant to this Agreement or otherwise, agree to provide tax, legal, or investment advice. Consulting services may be provided under a separate engagement for such fees to which the parties shall agree.

The Plan Sponsor agrees that BCG is not responsible for the selection, monitoring or supervision of any service providers that the Plan has engaged, or may engage from time to time (e.g., Investment Managers, Investment Advisors, or Consultants).

If the Plan is a "participant-directed" plan as described in ERISA, the Plan Administrator, as the Named Fiduciary under the Plan, agrees that it or its delegate is solely responsible for: (i) determining whether the Plan may satisfy the requirements to be a "section 404(c) plan" for ERISA purposes, establishing applicable procedures and providing all information in connection with a section 404(c) plan as required under applicable laws and regulations; (ii) delivering prospectuses or prospectus summaries to Participants as required by applicable laws and regulations; and (iii) providing all other information to Participants as required by applicable laws and regulations, including, but not limited to, a notice of changes in investment options available under the Plan, as applicable, and/or disclosure of fees charged to Participant Accounts under the Plan. BCG may assist the Plan Administrator in carrying out these responsibilities by providing fee and/or Plan investment related information for delivery to Participants.

15.2 BCG shall perform its obligations hereunder as agent for the Plan Sponsor and only in accordance with instructions received from those persons authorized to act on behalf of the Plan Sponsor as specified to BCG in writing. The Plan Sponsor shall promptly furnish instructions to BCG as may be required for BCG to perform its services under the Agreement. The parties acknowledge that the Plan Sponsor has exclusive responsibility for the selection, assessment and ongoing monitoring of investment alternatives under the Plan.

15.3 The Plan Sponsor understands and acknowledges that BCG: (i) shall be entitled to rely on the information and instructions provided by the Plan Sponsor and Plan Administrator; (ii) shall be fully protected in relying on such information and instructions; and (iii) shall have no responsibility to verify the accuracy, genuineness, compliance of such information and instructions with the terms of the Plan, any related documents or applicable law or their effect for tax purposes or otherwise. BCG shall have no responsibility or liability for any error, inadequacy, or omission which results from inaccurate information, data documents or other records provided to BCG, or data or information not provided in the proper format. If BCG received instructions or other information that are, in its opinion, incomplete or not clear, BCG may request instructions

or other information from the Plan Sponsor or the Plan Administrator. Pending receipt of any such instructions or other information, BCG shall not be liable to the Plan, any Participant or other person or entity for any loss resulting from any delay, action or inaction on its part. The Plan Sponsor understands that all services performed and reports prepared pursuant to this Amendment will be in satisfaction of this Agreement. If the information provided to BCG by the Plan Sponsor was incorrect, and if services previously provided, based on such incorrect information, must be performed again, BCG reserves the right to charge additional fees. The performance of obligations hereunder is subject to and is excused by fires, power failures, strikes, acts of God, restrictions imposed by government, or delays beyond the control of the delayed party.

- 15.4 BCG agrees that all Plan information and data, including instructions provided by the Plan Sponsor, the Plan Administrator or their agents are the confidential information of the Plan Sponsor and the Plan.

THE PLAN SPONSOR HEREBY AGREES THAT BCG, ITS OFFICERS, EMPLOYEES, VENDORS AND PROFESSIONAL ADVISORS (SUCH AS ATTORNEYS, ACCOUNTANTS AND ACTUARIES) MAY USE AND DISCLOSE PLAN AND PARTICIPANT INFORMATION TO ENABLE OR ASSIST IT IN THE PERFORMANCE OF ITS DUTIES HEREUNDER AND WITH OTHER PLAN RELATED ACTIVITIES AND EXPRESSLY AUTHORIZES BCG TO DISCLOSE PLAN AND PARTICIPANT INFORMATION TO THE PLAN'S AGENT AND/OR BROKER OF RECORD ON FILE WITH BCG. Plan and Participant information may also be used or disclosed by BCG to other third parties pursuant to a written authorization signed by the Plan Sponsor. Notwithstanding anything to the contrary contained herein, the Plan Sponsor agrees that BCG may use or disclose any and all information in its possession for purposes other than those specified in the Agreement without the prior consent of the Plan Sponsor: (i) in connection with the defense and/or prosecution of any litigation or in any administrative or judicial forum which may arise in connection with this Agreement, or the Plan; (ii) in connection with a due diligence review pending any acquisition activity; or (iii) in response to a request, or as BCG otherwise deems necessary, to the Department of Treasury, Internal Revenue Service, Department of Labor, the United States Securities and Exchange Commission, state insurance department or any other governmental agency, the Financial Industry Regulatory Authority, Inc. (FINRA), or any other non-governmental regulatory body or court jurisdiction or entity.

- 15.5 The failure of the Plan Sponsor or BCG at any time to enforce a provision of this Agreement shall in no way constitute a waiver of such provision or in any way affect the validity of this Agreement or any part hereof, or the right of the Plan Sponsor or BCG thereafter to enforce each and every provision thereof.
- 15.6 BCG may assign its rights and obligations under this Agreement without the written consent of Plan Sponsor.
- 15.7 Any notices provided for herein shall be in writing and shall be delivered personally, or sent by facsimile device, express delivery or registered or certified United States mail, postage prepaid, return receipt requested and shall be deemed to have been given when received by:

Plan Sponsor:

At the address identified in the Plan Sponsor Installation Kit, unless BCG is otherwise notified in writing of any change and/or such other address to such other persons at such other addresses which the Plan Sponsor has designated in writing;

BCG:

Attention: Plan Account Manager
Post Office Box 405
Riverton, NJ 08077-405

Any notice made by electronic means shall be deemed received by either party if such means clearly identifies the party, is recordable, has been recorded and is confirmed.

15.8 INDEMNIFICATION AND LIMITATION OF LIABILITY

- (a) **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BCG AND ITS AFFILIATES SHALL ONLY BE LIABLE FOR DIRECT DAMAGES SOLELY AND DIRECTLY CAUSED BY THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF BCG AND ITS EMPLOYEES AND REPRESENTATIVES, PROVIDED THAT THE PLAN SPONSOR NOTIFIES BCG IN WRITING OF SUCH ACTS WITHIN FORTY-FIVE (45) DAYS FOLLOWING THE END OF THE CALENDAR QUARTER TO WHICH SUCH ACTS WERE FIRST REFLECTED**

IN REPORTS MADE BY BCG TO THE PLAN SPONSOR OR THE PARTICIPANTS, AND SHALL NOT BE LIABLE FOR ANY OTHER DIRECT DAMAGES OR FOR ANY INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE PLAN SPONSOR, THE PLAN, THE PLAN ADMINISTRATOR, THEIR AGENTS, THE TRUSTEE(S), OR ANY OTHER PERSON, UNLESS BCG PREVIOUSLY AGREED IN WRITING TO DO OTHERWISE.

- (b) PLAN SPONSOR, ON BEHALF OF ITSELF AND THE PLAN INDEMNIFY AND HOLD BCG AND ITS EMPLOYEES AND REPRESENTATIVES HARMLESS FROM ANY CLAIM, LIABILITY LOSS OR EXPENSE, INCLUDING ATTORNEY'S FEES, WHICH BCG MAY INCUR IN CONNECTION WITH ANY MATTER INVOLVING THE PLAN OR ANY CLAIM FOR BENEFITS THEREUNDER, UNLESS SUCH CLAIM, LIABILITY, LOSS OR EXPENSE AROSE AS A RESULT OF BCG'S NEGLIGENCE OR WILLFUL MISCONDUCT.**
- (c) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL BCG'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ALL DAMAGES PERMITTED UNDER THIS AGREEMENT EXCEED THE ANNUAL ADMINISTRATION FEE PAID TO BCG DURING THE 12 MONTHS BEFORE BCG RECEIVES NOTICE OF THE FIRST DAMAGE CLAIM; EXCEPT IF THE PERMITTED DAMAGES WERE CAUSED BY BCG'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

- 15.9 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- 15.10 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions, and any such prohibition or unenforceability in any jurisdiction shall not invalidate nor render unenforceable such provision in any other jurisdiction. To the extent that any provision of this Agreement is contrary to the Plan, this Agreement shall govern.
- 15.11 Both the Plan Sponsor and BCG agree to comply in all material respects with all applicable federal, state and local laws and regulations as it affects the Plan and its operation. Nothing contained herein shall be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court, or other authority having jurisdiction thereof.
- 15.12 Two or more duplicate originals of this Agreement may be signed by the parties each of which shall be an original but all of which together shall constitute one and the same instrument.
- 15.13 This instrument and any written addenda, appendices and amendments hereto, embody the entire Agreement of the parties relating to the subject matter hereof. The terms of this Agreement shall supersede any inconsistent provision contained in the Installation Kit. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to this Agreement.

16.0 Fees

- 16.1 The fees for services rendered by BCG pursuant to this Agreement are set forth in Part III of this Agreement. Such fees shall be due and payable to BCG by the Plan Sponsor upon receipt of the invoice for the charges. Fees payable directly by the Plan Sponsor shall be paid via Automated Clearing House (ACH) debit on the due date pursuant to BCG's Direct Payment Program, the details of which are contained in a separate addendum incorporated by reference herein. Annual administration fees are billed quarterly. As set forth in the Direct Program addendum, an additional charge will be assessed for fees not paid via ACH, except for annual administration fees paid in full prior to the beginning of the plan year. The Plan Sponsor may direct payment from Participant Accounts. However, the Plan Administrator may elect to direct BCG to deduct certain fees automatically. Such deduction shall be made from each Participant's Account on a pro rata basis from all investments under all sources unless otherwise directed by the Plan Administrator. If so indicated in the Fee Schedules set forth in Part III, indirect compensation that would otherwise be payable to BCG shall be paid to the Plan to be credited to an ERISA Budget Account or to Plan participants as described in Section 3.6.
- 16.2 The Plan Administrator hereby confirms that all expenses of administration may be paid out of the Plan's trust unless paid by the Plan Sponsor. The Plan Sponsor agrees to remit payment to BCG or direct payment from Plan and/or

Participant Accounts within thirty-one (31) days of the date of notice of such fees. In the event that any fees due under this Agreement remain unpaid more than thirty-one (31) days after the date of notice of such fees, the Plan Administrator, hereby irrevocably directs BCG to deduct any outstanding fees, including an asset liquidation fee in the amount set forth in Part III, from Plan Accounts and/or on a pro-rata basis from participant Accounts. BCG reserves the right to charge interest at the rate of eighteen percent (18%) per annum on any balance not paid when due. In addition, the Plan Sponsor shall reimburse BCG for any costs BCG incurs in collecting delinquent amounts including court costs and attorney fees. In the event any fees are not paid when due, BCG, reserves the right to suspend Services to the Plan or terminate this Agreement immediately.

- 16.3 BCG shall make available to the Plan Sponsor such information concerning its compensation and the compensation payable with respect to the Plan's investment alternatives as requested or as may be required by law or regulation. Changes in any indirect compensation (*i.e.*, compensation paid by anyone other than the Plan Sponsor or the Plan shall be made available to the Plan Sponsor within a reasonable time after BCG is made aware of the change. BCG shall provide Plan Sponsor with notice of any change to its direct compensation within a reasonable time prior to the effective date of the change. Plan Sponsor shall be deemed to have agreed to such change in direct compensation unless it notifies BCG to the contrary prior to the effective date of the change.

- 16.4 If the Plan Administrator elects, all indirect compensation otherwise payable to BCG shall be held in a separate account, within or outside of the Plan as the parties shall agree, and shall be used to offset or defray the fees due BCG hereunder. If the account is held within the Plan: (i) amounts credited may be used to pay other Plan service providers as directed by the Plan Administrator; and (ii) after all expenses for a Plan Year that have been authorized for payment from the account have been paid, any amount remaining in the account shall be allocated to Plan participants as additional earnings.

- 16.5 The Plan Administrator, after taking into account all amounts paid directly or indirectly to BCG has determined that all fees for recordkeeping and administrative support services arising under and reflected in Part III of this Agreement are reasonable expenses of administering the Plan.

17.0 Frequent Trading

- 17.1 The Plan Sponsor acknowledges the following: (i) the fund investment options under the Plan, are not intended as vehicles for short-term trading; (ii) excessive exchange activity may interfere with portfolio management and may have an adverse effect on all shareholders; (iii) the underlying funds expressly reserve the right to curtail such short-term trading activity; and (iv) these policies can be found in the underlying fund prospectuses.

Notwithstanding anything in the Agreement to the contrary, to the extent permitted by the Plan, Plan Participants may transfer amounts in their Participant Accounts between or among the investment options available in the Plan subject to the policies and procedures of the mutual funds. Upon receipt of notice from a mutual fund, BCG will notify the Plan Sponsor of any trading restriction placed on the Plan. In that event, the Plan Sponsor agrees to notify all Participants affected by the restriction.

18.0 Undeliverable Mail Procedures

- 18.1 **Plan Sponsor Responsibilities.** Plan Sponsor shall be responsible for maintaining and updating Participant addresses on file with BCG. Plan Sponsor shall provide BCG with updates of Participant addresses at least annually.
- 18.3 **Stop Mail Procedures.** In the event Plan Sponsor does not provide current Participant addresses, BCG may cease the mailing of certain Participant directed mail, described under the Agreement. In such event, BCG shall have no responsibility for any liability incurred by Plan Sponsor for failing to provide Participant benefit statements.

BENEFIT CONSULTANTS GROUP SERVICE PROVIDER & DISCLOSURE AGREEMENT

PART III: FEES & COMPENSATION

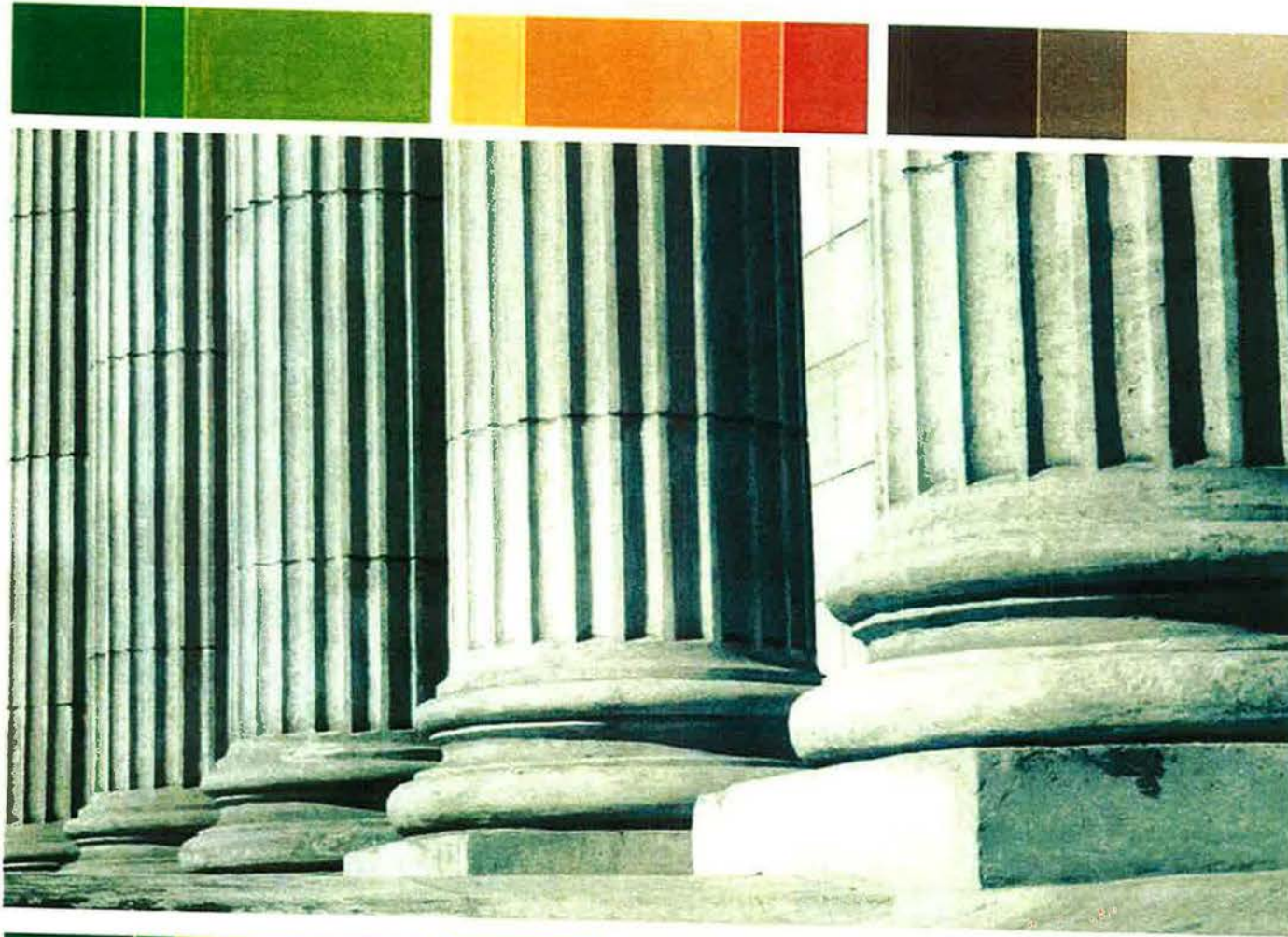
BCG Fed Disclosure Report Attached

408(B)2 NOTICE

FOR PERIOD ENDING 31 MAY 2012

SPONSOR: MONTGOMERY TOWNSHIP


PLAN: MONTGOMERY TOWNSHIP 401(A) MONEY PURCHASE PENSION PLAN



PLAN CONTACT

ANN SHADE
MONTGOMERY TOWNSHIP
1001 STUMP ROAD
MONTGOMERYVILLE, PA 19440
215-326-5400

TO DISCUSS ANY OF THIS REPORT
PLEASE CONTACT YOUR REPRESENTATIVE



UNIVERSITY OF MARYLAND
MONTGOMERY COLLEGE
PURCHASE PERSONAL PLAN
FOR PERIOD ENDING 31 MAY 2010

OVERVIEW

The Employee Retirement Income Security Act of 1974, as amended (ERISA) requires employee benefit plan fiduciaries to act solely in the interests of, and for the exclusive benefit of, plan participants and beneficiaries. As part of that obligation, plan fiduciaries should consider cost, among other things, when choosing appropriate investment options for the plan and selecting plan service providers. As further noted below, cost is only one factor to be considered.

This retirement plan fee disclosure form may assist you in making informed cost-benefit decisions with respect to your plan. The purpose of this form is to help you determine the total cost of the plan. It is also intended to provide you with a means to compare investment product fees and plan administration expenses charged by competing service providers, regardless of how a particular service provider structures its fees.

The retirement plan fees included in this disclosure form represent the actual or estimated plan expenses for the indicated reporting period. Additional investment product information regarding fees may be obtained from the product prospectus, annuity contract or other similar documents. Additional information relating to plan administration services and expenses is contained in documentation provided by the service provider, including the contract for plan services. Other plan expenses may include legal fees and the cost of a mandatory annual audit. You need to contact your legal advisor or accountant to determine these charges.

Selecting a service provider requires that you evaluate and differentiate services offered by competing companies. Cost is one of the criteria, but not the only criterion, for making this evaluation. Other factors of equal or greater importance to consider include the quality and type of services provided, the anticipated performance of competing providers and their investment products and other factors specific to your plan's needs. The service provider offering the lowest cost services is not necessarily the best choice for your plan.

Calculation of Fees

In general, fees are calculated in four ways:

- Asset-based: expenses are based on the amount of assets in the plan and generally are expressed as percentages or basis points (100 basis points =1%).
- Per-person: expenses are based upon the number of eligible employees or actual participants in the plan.
- Transaction-based: expenses are based on the execution of a particular plan service or transaction.
- Flat rate: fixed charge that does not vary, regardless of plan size.

Fees may be calculated using one or any combination of these methods. Plan administration-related expenses can also be charged as one-time fees or ongoing expenses. One-time fees are typically related to start-ups, conversions (moving from one provider to another) and terminations of service. Ongoing fees are recurring expenses relating to continuing plan operation.

There may be plan expenses incurred by other providers, other than the company completing this form. For a complete list of expenses charged to your plan, please contact all plan service providers with whom you contract or may contract and request fee information with respect to their services.

408(B)2 NOTICE

MONTGOMERY TOWNSHIP
MONTGOMERY TOWNSHIP 401(K) MONEY
PURCHASE PENSION PLAN
FOR PERIOD ENDING 31 MAY 2012

INVESTMENT EXPENSES

Category Name	Fund Name	Ticker	Net Expense Ratio [1]	12b-1 Fees	Other Expense %	Rebate/Credit %	Revenue Sharing
Stock							
Large Value	Am. Funds Wash. Mutual Investors Fund (R2)	RWMBX	1.41%	0.75%	0.00%	0.00%	0.00%
Large Value	Am. Funds Wash. Mutual Investors Fund (R3)	RWMCX	0.97%	0.50%	0.00%	0.00%	0.15%
Large Value	American Funds American Mutual Fund (R2)	RMFBX	1.45%	0.75%	0.00%	0.00%	0.00%
Large Value	American Funds American Mutual Fund (R3)	RMFCX	0.97%	0.50%	0.00%	0.00%	0.15%
Large Blend	American Funds Invest. Co. of America (R2)	RICBX	1.41%	0.75%	0.00%	0.00%	0.00%
Large Blend	American Funds Invest. Co. of America (R3)	RICCX	0.97%	0.50%	0.00%	0.00%	0.15%
Large Growth	American Funds AMCAP Fund (R2)	RAFBX	1.49%	0.75%	0.00%	0.00%	0.00%
Large Growth	American Funds AMCAP Fund (R3)	RAFCX	1.04%	0.50%	0.00%	0.00%	0.15%
Large Growth	American Funds Growth Fund of America (R2)	RGABX	1.39%	0.75%	0.00%	0.00%	0.00%
Large Growth	American Funds Growth Fund of America (R3)	RGACX	0.97%	0.50%	0.00%	0.00%	0.15%
Large Growth	MainStay Large Cap Growth Fund (R3)	MLGRX	1.42%	0.50%	0.00%	0.00%	0.25%
Foreign Large Blend	American Funds EuroPacific Growth Fund (R3)	RERCX	1.14%	0.50%	0.00%	0.00%	0.15%
World Stock	Am. Funds Cap. World Gro. & Inc. Fund (R2)	RWMBX	1.56%	0.75%	0.00%	0.00%	0.00%
World Stock	Am. Funds Cap. World Gro. & Inc. Fund (R3)	RWICX	1.10%	0.50%	0.00%	0.00%	0.15%
World Stock	American Funds New Perspective Fund (R2)	RNPBX	1.57%	0.75%	0.00%	0.00%	0.00%
World Stock	American Funds New Perspective Fund (R3)	RNPCX	1.11%	0.50%	0.00%	0.00%	0.15%
World Stock	American Funds SMALLCAP World Fund (R2)	RSLBX	1.86%	0.75%	0.00%	0.00%	0.00%
World Stock	American Funds SMALLCAP World Fund (R3)	RSLCX	1.41%	0.50%	0.00%	0.00%	0.15%
Bond							
Intermediate-Term Bond	American Funds Bond Fund of America (R3)	RBFCX	0.94%	0.50%	0.00%	0.00%	0.15%
Intermediate Government	American Funds US Govt. Securities Fund (R3)	RGVCX	0.98%	0.50%	0.00%	0.00%	0.15%
High Yield Bond	American Funds American High Inc. Trust (R2)	RITBX	1.53%	0.75%	0.00%	0.00%	0.00%
Intermediate Government	American Funds US Govt. Securities Fund (R2)	RGVBX	1.41%	0.75%	0.00%	0.00%	0.00%
Intermediate-Term Bond	American Funds Bond Fund of America (R2)	RBFBX	1.39%	0.75%	0.00%	0.00%	0.30%
Blended							
Target Date 2036-2040	Am. Funds Target Date Retire. 2040 Fund (R3)	RCKTX	1.11%	0.50%	0.00%	0.00%	0.15%

[1]Includes 12b-1 fee and management fee. (See the fee table in the fund prospectus)

Fees represent product-related charges paid by the plan. Fees associated with participants transfer of account balances between investment options, including investment transfer expenses and any contingent back-end loads, redemption fees and surrender charges are included in "other" expenses. In addition, any wrap fees or pricing charges for non-publicly traded assets are also included here. For investment product termination fees associated with plan termination or conversion, see the service provider termination expenses schedule.

Revenue Sharing payable to BCG as additional compensation. A portion of the compensation is paid to the trading firm for facilitating fund trades as further described in Plan Notes.

408(B)2 NOTICE

MONTGOMERY TOWNSHIP
MONTGOMERY TOWNSHIP 401A MONEY
PENSION PLAN
FOR PERIOD ENDING 31 MAY 2010

INVESTMENT EXPENSES

Category Name	Fund Name	Ticker	Net Expense Ratio [1]	12b-1 Fees	Other Expense %	Rebate/Credit %	Revenue Sharing
Blended							
Target Date 2046-2050	Am. Funds Target Date Retire. 2050 Fund (R3)	RCITX	1.12%	0.50%	0.00%	0.00%	0.00%
Moderate Allocation	American Funds Income Fund of America (R2)	RIDBX	1.41%	0.75%	0.00%	0.00%	0.00%
Target Date 2021-2025	Am. Funds Target Date Retire. 2025 Fund (R3)	RCDTX	1.08%	0.50%	0.00%	0.00%	0.15%
Moderate Allocation	American Funds American Balanced Fund (R3)	RLBCX	0.95%	0.50%	0.00%	0.00%	0.15%
World Allocation	American Funds Capital Income Builder (R3)	RIRCX	0.97%	0.50%	0.00%	0.00%	0.15%
Moderate Allocation	American Funds American Balanced Fund (R2)	RLBBX	1.38%	0.75%	0.00%	0.00%	0.00%
Target Date 2000-2010	Am. Funds Target Date Retire. 2010 Fund (R3)	RCATX	1.06%	0.50%	0.00%	0.00%	0.15%
Target Date 2011-2015	Am. Funds Target Date Retire. 2015 Fund (R3)	RCJTX	1.05%	0.50%	0.00%	0.00%	0.15%
Target Date 2026-2030	Am. Funds Target Date Retire. 2030 Fund (R3)	RCETX	1.10%	0.50%	0.00%	0.00%	0.15%
Moderate Allocation	American Funds Income Fund of America (R3)	RIDCX	0.96%	0.50%	0.00%	0.00%	0.15%
World Allocation	American Funds Capital Income Builder (R2)	RIRBX	1.42%	0.75%	0.00%	0.00%	0.00%
Target Date 2031-2035	Am. Funds Target Date Retire. 2035 Fund (R3)	RCFTX	1.11%	0.50%	0.00%	0.00%	0.15%
Target Date 2041-2045	Am. Funds Target Date Retire. 2045 Fund (R3)	RCHTX	1.12%	0.50%	0.00%	0.00%	0.15%
Target Date 2016-2020	Am. Funds Target Date Retire. 2020 Fund (R3)	RCCTX	1.07%	0.50%	0.00%	0.00%	0.15%
Cash/Stable Value							
Money Market Taxable	American Funds Money Market Fund (R3)	RACXX	0.50%	—	0.00%	0.00%	0.15%
TOTAL (%)			0.00%		0.00%	0.00%	0.00%
TOTAL (\$)			\$0		\$0	\$0	\$0

[1] Includes 12b-1 fee and management fee. (See the fee table in the fund prospectus)

Fees represent product-related charges paid by the plan. Fees associated with participants transfer of account balances between investment options, including investment transfer expenses and any contingent back-end loads redemption fees and surrender charges are included in "other" expenses. In addition, any wrap fees or pricing charges for non-publicly traded assets are also included here. For investment product termination fees associated with plan termination or conversion, see the service provider termination expenses schedule.

Revenue Sharing payable to BCG as additional compensation. A portion of the compensation is paid to the trading firm for facilitating fund trades as further described in Plan Notes.

408(B)2 NOTICE

MONTGOMERY TOWNSHIP
MONTGOMERY TOWNSHIP 401A MONEY
PURCHASE PENSION PLAN
FOR PERIOD ENDING 31 MAY 2012

PLAN ADMINISTRATION EXPENSES

Expense Item	Rate	Total Cost
Administration/Recordkeeping Fees:		
Administration	Flat fee	\$3,335
Distribution and 1099 Tax Reporting	Flat fee	\$85
QDRO and 1099 Tax Reporting	Flat fee	\$500
Participant Education/Advice:		
Investment advice programs	Flat fee	\$15

Rate amounts represent the method by which the fee is calculated, for example as a percentage of plan assets under management, based upon number of participants or based upon number of transactions. For start-up or take-over situations, fees are based upon estimates and/or certain assumptions, i.e., regarding assets under management and number of participants.

Total cost amounts represent flat dollar amount charges or total charges based upon the particular method of calculation. In some instances, these amounts represent estimates based on assumptions provided by you, the plan sponsor.

Additional miscellaneous fees that may be payable to BCG are set forth on the Plan Sponsor's page at www.bcgbenefits.com.

SERVICE PROVIDER TERMINATION EXPENSES

Expense Item	Rate	Total Cost
Plan Administration Expenses		
Service provider termination charge	Flat fee	\$2,000

The "Rate" column describes the method by which the fee is calculated, for example as a percentage of plan assets under management, based upon number of participants or based upon number of transactions. For start-up or take-over situations, fees are based upon estimates and/or certain assumptions, i.e., regarding assets under management and number of participants.

Total cost amounts represent flat dollar amount charges or total charges based upon the particular method of calculation. In some instances, these amounts represent estimates based on assumptions provided by you, the plan sponsor. If no amount is shown, the service item is included in the basic administration fee, or set-up fee, as the case may be. Total Cost does not include Shareholder Servicing Fees received from mutual funds but such fees, by agreement with the record-keeper/TPA may be credited back to the plan.

408(B)2 NOTICE

MONTGOMERY TOWNSHIP
MONTGOMERY TOWNSHIP 401(A) MONEY
PURCHASE PENSION PLAN
FOR PERIOD ENDING 31 MAY 2012

PLAN NOTES

Your current annual administration fee (exclusive of any revenue sharing payments except as otherwise described in these notes) is set forth above. That fee includes a charge of \$25 per employee eligible to participate in the plan, so that the annual administration fee will vary each year based on the total number of eligible employees.

DEFINITION OF TERMS

Administration/Recordkeeping Fee: Fee for providing recordkeeping and other plan participant administrative type services. For start-up or takeover plans, these fees typically include charges for contacting and processing information from the prior service provider and "matching up" or mapping participant information. Use of this term is not meant to identify any ERISA Section 3(16)(A) obligations.

Annual Audit: Federal law requires that all ERISA-covered plans with more than 100 participants be audited by an independent auditor. It is also common to refer to a DOL or IRS examination of a plan as a plan audit. Any charge imposed by a service provider in connection with this audit is reflected on Schedule B.

Back-End Load: Sales charges due upon the sale or transfer of mutual funds, insurance/annuity products or other investments, which may be reduced and/or eliminated over time.

Balance Inquiry: Fee that may be charged each time a participant inquires about his or her balance.

Brokerage Commission: A fee paid to a broker or other intermediary for executing a trade.

Brokerage Window: A plan investment option allowing a participant to establish a self-directed brokerage account.

Bundled Services: Arrangements whereby plan service providers offer 401(k) plan establishment, investment services and administration for an all-inclusive fee. Bundled services by their nature are priced as a package and cannot be priced on a per service basis.

Collective Investment Fund: A tax-exempt pooled fund operated by a bank or trust company that commingles the assets of trust accounts for which the bank provides fiduciary services.

Contract Administration Charge: An omnibus charge for costs of administering the insurance/annuity contract, including costs associated with the maintenance of participant accounts and all investment-related transactions initiated by participants.

Contract Termination Charge: A charge to the plan for "surrendering" or "terminating" its insurance/annuity contract prior to the end of a stated time period. The charge typically decreases over time.

Conversion: The process of changing from one service provider to another.

Distribution Expense: The costs typically associated with processing paperwork and issuing a check for a distribution of plan assets to a participant. May include the generation of IRS Form 1099R. This fee may apply to hardship and other in-service withdrawals as well as to separation-from-service or retirement distributions.

Eligible Employee: Any employee who is eligible to participate in and receive benefits from a plan.

Expense Ratio: The cost of investing and administering assets, including management fees, in a mutual fund or other collective fund expressed as a percentage of total assets.

Front-End Load: Sales charges incurred when an investment in a mutual fund is made.

DEFINITION OF TERMS

Individually Managed Account: An investment account managed for a single plan.

Installation Fee: One-time fee for initiating a new plan or initiating new services.

Investment Transfer Expense: Fee associated with a participant changing his or her investment allocation, or making transfers among funding accounts under the plan.

Loan Maintenance and Repayment Tracking Fee: Fee charged to monitor outstanding loans and repayment schedule.

Loan Origination Fee: Fee charged when a plan loan is originally taken.

Loan Processing Fee: Fee charged to process a plan loan application.

Management Fee: Fee charged for the management of pooled investments such as collective investment funds, insurance/annuity products, mutual funds and individually managed accounts.

Mortality Risk and Administrative Expense (M&E Fee): Fee charged by an insurance company to cover the cost of the insurance features of an annuity contract, including the guarantee of a lifetime income payment, interest and expense guarantees, and any death benefit provided during the accumulation period.

Nondiscrimination Testing Expense: Tax qualified retirement plans must be administered in compliance with several regulations requiring numerical measurements. The fee charged for the process of determining whether the plan is in compliance is collectively called nondiscrimination testing expense.

Participant: Person who has an account in the plan.

Participant Education Materials/Distribution Expenses: All costs (including travel expenses) associated with providing print, video, software and/or live instruction to educate employees about how the plan works, the plan investment funds, and asset allocation strategies. There may be a one-time cost associated with implementing a new plan, as well as ongoing costs for an existing program.

Plan Document/Determination Letter Fee (Filing Fee): Fee charged for a written plan document. Fee can also include the costs associated with preparing and filing IRS required documentation, including the request for a determination letter (document issued by the IRS stating whether the plan meets the qualifications for tax advantaged treatment).

Plan Loan: The law allows participants to borrow from their accounts up to prescribed limits. This is an optional plan feature.

Product Termination Fee: Investment-product charges associated with terminating one or all of a service provider's investment products.

QDRO (Qualified Domestic Relations Order): A judgment, decree or order that creates or recognizes an alternate payee's (such as former spouse, child, etc.) right to receive all or a portion of a participant's retirement plan benefits.

DEFINITION OF TERMS

Revenue Sharing: Fees paid by mutual funds insurance companies to recordkeepers, TPA's and/or their contractors for processing fund trades, maintaining separate accounts for plan participants and otherwise servicing plan participants.

Separate Account: An asset account established by a life insurance company, separate from other funds of the life insurance company, offering investment funding options for pension plans.

Service Provider Termination Charge: Plan administrative costs associated with terminating a relationship with a service provider, with the permanent termination of a plan, or with the termination of specific plan services. These may be termed "surrender" or "transfer" charges.

Signature Ready Form 5500: Fee to prepare Form 5500, a form which all qualified retirement plans (excluding SEPs and SIMPLE IRAs) must file annually with the IRS.

Start-up/Enrollment Expense: Costs associated with providing materials to educate employees about the plan, and enrolling employees in the plan. This may be part of, or included in, the education programs. There may be a one-time cost associated with implementing a new plan, as well as ongoing enrollment costs.

Trustee Services: Fees charged by the individual, bank or trust company with fiduciary responsibility for holding plan assets.

VRU: Voice Response Unit.

Wrap Fee: An inclusive fee generally based on the percentage of assets in an investment program, which typically provides asset allocation, execution of transactions and other administrative services.

12b-1 Fee: A charge to shareholders to cover a mutual fund's shareholder servicing, distribution and marketing costs.



MONTGOMERY TOWNSHIP
MONTGOMERY TOWNSHIP 401(a) ROTH IRA
PURCHASE PENSION PLAN
FOR PERIOD ENDING 3/31/2012

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Morningstar groups funds in categories based on the fund's underlying portfolio holdings (portfolio statistics and compositions over the past three years). If a fund is new Morningstar will estimate where the fund will fall until a more permanent category can be assigned. A fund's category may change based on current information.

An asterisk (*) next to a fund name indicates that the data for the fund has been provided by sources outside of Morningstar, Newkirk/MasteryPOINT and their content providers and is not warranted to be accurate, complete or timely. Please contact your specific plan representative for more information regarding this data.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Purchase Replacement Office Furniture - Police Department

MEETING DATE: August 26, 2013

ITEM NUMBER: #15

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Scott Bendig
Chief of Police

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

In 2013 the Police Department is scheduled to complete renovations to the Detective and Administrative office areas of the Police Department. As part of these renovations, the Department is proposing the replacement of several pieces of office furniture. These pieces of furniture are over eighteen years old and had been scheduled for replacement under the Township's Asset Replacement Schedule several years ago.

Attached is a quote dated August 16, 2013 from Lizell Office Furniture, a township merchant, to provide the requested furniture at a cost of \$13,307.00. Similar furniture, if purchased under the COSTARS Cooperative Purchase Program, would result in additional costs of over \$1,000.00 more.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

The Township Purchase Policy requires Board of Supervisors approval for purchases over \$10,000.

BUDGET IMPACT:

A total of \$16,570.00 was included in the 2013 Approved Final Budget-Police Department Capital Replacement for the purchase of the replacement office furniture.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve the purchase of the replacement office furniture at a cost of \$13,307.00.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby award the contract for the purchase of replacement office furniture to Lizell Office Furniture at a cost of \$13,307.00 per the quote and specifications dated August 16, 2013.

MOTION: _____

SECOND: _____

ROLL CALL:

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

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



8/16/13

PROPOSAL # 78875A R-1
CUSTOMER # 0031499

FURNITURE PROPOSAL TO:

MONTGOMERY TOWNSHIP POLICE DEP
PO BOX 68
1001 STUMP RD
MONTGOMERYVILLE, PA 18936

FOR PROJECT:

MONTGOMERY TOWNSHIP POLICE DEP
PO BOX 68
1001 STUMP RD
MONTGOMERYVILLE, PA 18936

BY: MICHAEL P. WALSH FURNITURE CONSULTANT

PRESENTED TO:

LINE	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
SPEC. INST.: LT. WILLIAM PEOPLES IS CONTACT 215-362-2301				
(001)	1	NOTE 1 PAINT:TRK CHARCOAL FABRIC:MD-7 PEACEFUL		
(002)	1	NOTE 1 THE FOLLOWING IS FOR THE ADMIN/DETECTIVE AREAS		
(003)	8	VPPA-4430-NN 44 * 30 NON POWERED PANEL	185.00	1480.00
(004)	6	VPPA-4436-NN 44 * 36 NON POWERED PANEL	203.00	1218.00

CONTINUED

INITIALS

Lizell®

8/16/13

PROPOSAL # 78875A R- 1 (CONTINUED)
CUSTOMER # 0031499

LINE	QTY.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
(005)	4	VPPA-4430-PP 44 * 30 POWER PANEL	229.00	916.00
(006)	4	VPPA-4448-PP 44 * 48 POWER PANEL	303.00	1212.00
(007)	2	VPPA-4430-PP 44 * 30 POWER PANEL	250.00	500.00
(008)	2	VVPS-44-F3 3 WAY CONNECTOR	21.00	42.00
(009)	2	VTCP-4 4 WAY TOP CAP	14.00	28.00
(010)	18	VAPB-2 PANEL BRACKETS PAIR	15.00	270.00
(011)	4	VACR-1 RIGHT CANTILEVER	20.00	80.00
(012)	4	VACL-1 LEFT CANTILEVER	20.00	80.00

CONTINUED

2

INITIALS

ALL NON-STOCK ITEMS ARE NON-CANCELABLE AND NON-RETURNABLE
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MAILING ADDRESS: 641 COWPATH RD. • LANSDALE, PA 19446 • LIZELL.COM
ORDER DEPT COPY

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8/16/13

PROPOSAL # 78875A R- 1 (CONTINUED)
CUSTOMER # 0031499

LINE	QTY.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
(013)	2	VECT-3 STRAIGHT SPAN CONNECTOR	44.00	88.00
(014)	4	VAFB-2 FLAT BRACKETS PAIR	10.00	40.00
(015)	2	VERD-1 ISOLATED GROUND	62.00	124.00
(016)	4	VERC-1 COMMON GROUND	57.00	228.00
(017)	2	VEB-1 BASE IN FEED	84.00	168.00
			SUBTOTAL:	6474.00
(018)	1	NOTE 1 THE FOLLOWING IS FOR THE POLICE CHEIF OFFICE		
(019)	1	NOTE 1 LAMINATE TOPS:RUBY CHASIS:ANTHRACITE GREY		

CONTINUED

3

INITIALS

ALL NON-STOCK ITEMS ARE NON-CANCELABLE AND NON-RETURNABLE
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PROPOSAL # 78875A R- 1 (CONTINUED)
CUSTOMER # 0031499

LINE	QTY.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
(020)	1	41NN-UF4272SA 36 * 72 LEFT PED BOW FRONT BOX-BOX-FILE DESK	690.00	690.00
(021)	1	41NN-DT2460B 24 * 60 RIGHT RETURN	275.00	275.00
(022)	1	4NNN-P1518FFL FILE-FILE DRAWER	315.00	315.00
(023)	1	41NN-LF2472LF 24 * 72 DOUBLE LATERAL FILE CABINET	825.00	825.00
(024)	1	41NN-B2472B 24 * 72 BOOKCASE CREDENZA WITH DOORS	677.00	677.00
(025)	1	41NN-E723616P 72" HUTCH WITH DOORS	490.00	490.00
(026)	1	OTG2700 HIGH BACK BLACK LEATHER CHAIR	220.00	220.00
(027)	2	OTG3915B BLACK LEATHER GUEST CHAIR	150.00	300.00

CONTINUED

4

INITIALS

ALL NON-STOCK ITEMS ARE NON-CANCELABLE AND NON-RETURNABLE
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PROPOSAL # 78875A R- 1 (CONTINUED)

CUSTOMER # 0031499

LINE	QTY.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			SUBTOTAL:	3792.00
(028)	1	NOTE 1 THE FOLLOWING ARE MISC ITEMS		
(029)	1	H38293R 36 * 72 RIGHT PED BOX-FILE DESK G1 WHITE TOP S CHARCOAL PAINT	666.00	666.00
(030)	1	H38216L 24 * 48 LEFT BOX-FILE RETURN G1 WHITE TOP S CHARCOAL PAINT	402.00	402.00
(031)	2	H684 36" 4 DRAWER LATERAL FILE S CHARCOAL	576.00	1152.00
(032)	1	HUTM3672 36 * 72 INTERVIEW TABLE G1 WHITE LAMINATE S CHARCOAL PAINT	246.00	246.00
(033)	1	TRANSPORT/HDLG DROP OFF FURNITURE AT CUSTOMERS LOCATION ONLY CUSTOMER TO INSTALL	575.00	575.00

CONTINUED

5

INITIALS

ALL NON-STOCK ITEMS ARE NON-CANCELABLE AND NON-RETURNABLE
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Lizell®

8/16/13

PROPOSAL # 78875A R- 1 (CONTINUED)
CUSTOMER # 0031499

LINE	QTY.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			PROPOSAL TOTAL	13307.00
			SALES TAX	0.00
			PROPOSAL TOTAL WITH SALES TAX	13307.00
			DEPOSIT REQUIRED	6653.50

6 (FINAL PAGE)

INITIALS

ALL NON-STOCK ITEMS ARE NON-CANCELABLE AND NON-RETURNABLE
SHOWROOM: ROUTES 309 & 463 AT FIVE POINTS • MONTGOMERYVILLE, PA • 215-855-0400 • FAX 215-855-9276
MAILING ADDRESS: 641 COWPATH RD. • LANSDALE, PA 19446 • LIZELL.COM
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MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Purchase Replacement Office Flooring – Police Department

MEETING DATE: August 26, 2013

ITEM NUMBER: #16

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Scott Bendig
Chief of Police

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

In 2013 the Police Department is scheduled to complete renovations to the Detective and Administrative office areas of the Police Department. As part of these renovations, the Police Department is proposing the replacement of carpeting in these areas. This carpeting is over eighteen years old, is torn in areas, and is in need of replacement.

Attached is a quote dated August 16, 2013 from About All Floors, a vendor under the COSTARS Cooperative Purchasing Program (Contract #008-099) to provide the carpeting and installation at a cost of \$17,370.93. Purchase of this equipment under the COSTARS Cooperative Purchasing Program contract will result in a savings of over \$2100.00 for the Township.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

Cooperative purchasing programs use the purchasing power of local entities, to obtain more competitive pricing and choice than individual municipalities might be able to obtain on their own. The Township also saves on the expense of preparation of bid specifications, notice and advertising.

BUDGET IMPACT:

A total of \$20,800.00 was included in the 2013 Approved Final Budget-Police Building Maintenance for the purchase and installation of the replacement carpeting.

RECOMMENDATION:

It is recommended the Board of Supervisors approves the purchase and installation of the replacement carpeting at a cost of \$17,370.93 utilizing About All Floors, a vendor under the COSTARS Cooperative Purchasing Program Contract #008-099.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby the purchase and installation of the replacement carpeting at a cost of \$17,370.93 utilizing About All Floors, a vendor under the COSTARS Cooperative Purchasing Program Contract #008-099 per the quote and specifications dated August 16, 2013.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

Lump Sum Proposal

8/15/2013 7:00:54 PM

Page 1



About All Floors
519 Ben Franklin Highway, W
Birdsboro PA 19508
610-385-7847
HIC # PA 017011

Proposal #: 10408
SaleDate: 8/6/2013
Next Install:
Sales Rep: Scott Turner
Scott Turner

SOLD TO:

Montgomery Twp. Police Dept.
1001 Stump Rd.
Montgomeryville, Pa 18936

SHIPPED TO

Montgomery Twp. Police Dept.
1001 Stump Rd.
Montgomeryville Pa 18936

MATERIALS		QUANTITY		ROOMS	
1	Waysm 55.98 sf ctn	ADMI	3078.9	SqFt	Carpet Tile for Project
2	Apac 610 Pressure Sensitive 4.0	na	6	Each	Carpet Adhesive
3	Triseal Primer - 4.0	280-315 sf/gallon	3	Each	Primer
4	Roppe 4" Cove Base Coils	Slate #175	720	LnFt	Cove Base for Project
5	Apac 750 Cove Base Adhesive - 4.0	n/a	1	Each	Cove Base Glue
6	Roppe #177 Tile Carpet Joiner	Black	9	LnFt	Transitions
9	Waysm 55.98 sf ctn	ADMI	167.94	SqFt	Carpet for Holding Room
10	Tac Tiles - 125 SY per Roll	NA	1	Each	Tac Tile Adhesive Tabs
11	Waysm 55.98 sf ctn	ADMI	167.94	SqFt	5% overage on carpet

LABOR		QUANTITY		ROOMS	
1	Carpet Tile	3078.9	SqFt	Carpet Tile for Project	
3	Floor Prep	3	Each	Primer	
4	Cove Base Installation	720	LnFt	Cove Base for Project	
7	Rip out carpet (glued)	3078.9	SqFt	Removal disposal	
8	Furniture Moving	3078.9	SqFt	Furniture Moving	
9	Carpet Tile	167.94	SqFt	Carpet for Holding Room	

Comments: Work to be preformed SAT - SUN only

SubTotal: \$17,370.93
MiscChg: \$0.00
Total: \$17,370.93
Payments: \$0.00
Balance: \$17,370.93

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Payment of Bills

MEETING DATE: August 26, 2013

ITEM NUMBER: #17

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Grogan
Township Manager

BOARD LIAISON: Joseph P. Walsh, 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
25294	8/15/13	00000499	MONTGOMERY TWP. PROFESSIONAL	183.26
25295	8/15/13	1264	MORGAN STANLEY SMITH BARNEY INC	5,949.51
55165	8/13/13	00001783	THE HOMER GROUP	2,213.08
55166	8/22/13	00000559	CHARLOTTE BECKER	50.00
55167	8/26/13	00000897	ACS FIREHOUSE SOFTWARE	3,194.54
55168	8/26/13	00000068	ADAM WEBSTER	15.00
55169	8/26/13	BT005929	ADP TOTALSOURCE FL XVII, INC.	5,426.09
55170	8/26/13	00902803	ALAIN FRANCOIS	70.00
55171	8/26/13	00000443	ALL STATE DESIGN GROUP INC	238.50
55172	8/26/13	00000053	ALLIED WASTE SERVICES #320	970.83
55173	8/26/13	00000561	ATLANTIC TACTICAL	239.96
55174	8/26/13	00000043	BERGEY'S	303.62
55175	8/26/13	00001938	BILL WIEGMAN	60.00
55176	8/26/13	00001903	BRIAN JANSSENS	30.00
55177	8/26/13	00000348	BRICKS 4 KIDZ	3,925.00
55178	8/26/13	00000069	C L WEBER CO INC.	209.79
55179	8/26/13	00000380	CARL HERR	45.00
55180	8/26/13	00001601	CDW GOVERNMENT, INC.	3,471.34
55181	8/26/13	00000563	COLONIAL MEDICAL ASSISTED DEVICES	112.35
55182	8/26/13	00000363	COMCAST CABLE	230.84
55183	8/26/13	00001547	COSTCO WHOLESALE MEMBERSHIP	220.00
55184	8/26/13	00000108	COUNTY ELECTRIC SUPPLY COMPANY, I	541.21
55185	8/26/13	00000548	CWR ELECTRONICS INC.	107.51
55186	8/26/13	00000111	DAVID H. LIGHTKEP, INC.	132.15
55187	8/26/13	00001945	DAVID S. WOLFE	45.00
55188	8/26/13	00001941	DAVID W. VASCONEZ	60.00
55189	8/26/13	00001556	DCED-PA DEPT OF COMMUNITY &	1,016.00
55190	8/26/13	00001627	DEER PARK DIRECT	167.91
55191	8/26/13	00000146	E.A. DAGES, INC.	338.20
55192	8/26/13	00001332	EAGLE POWER & EQUIPMENT CORP	1,378.77
55193	8/26/13	00001957	EDMOND SKRZAT	120.00
55194	8/26/13	00000161	EUREKA STONE QUARRY, INC.	96,221.47
55195	8/26/13	00000169	FEDEX	74.90
55196	8/26/13	00000549	PRESTIGE FENCE CO., INC.	23.40
55197	8/26/13	00001504	GALETON GLOVES	474.00
55198	8/26/13	00000193	GEORGE ALLEN PORTABLE TOILETS, INC	552.00
55199	8/26/13	00000195	GEORGE'S TOOL RENTAL INC.	157.90
55200	8/26/13	00000198	GLASGOW, INC.	55.00
55201	8/26/13	00001842	GLEN ROETMAN	30.00
55202	8/26/13	00000229	GRAINGER	134.44
55203	8/26/13	00000215	HAVIS, INC.	200.97
55204	8/26/13	00902806	HEATHER EDWARDS	28.00
55206	8/26/13	00000903	HOME DEPOT CREDIT SERVICES	935.42
55207	8/26/13	00000133	BYM INC.	185.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
55208	8/26/13	00000102	INTERSTATE BATTERY SYSTEMS OF	141.90
55209	8/26/13	00001932	JEFFREY SARNOCINSKI	140.42
55210	8/26/13	00000522	JOE BIFOLCO	45.00
55211	8/26/13	00001964	JOHN CATALDI	15.00
55212	8/26/13	00000890	JOHN H. MOGENSEN	60.00
55213	8/26/13	00001581	JOSEPH J. SIMES	120.00
55214	8/26/13	00001843	JOSEPH M. BENNETT	120.00
55215	8/26/13	00001995	KALER MOTOR COMPANY, LLC	791.18
55216	8/26/13	00000264	KENCO HYDRAULICS, INC.	22.50
55217	8/26/13	00001667	MIDWEST MOTOR SUPPLY CO.,INC	541.32
55218	8/26/13	00000932	KIMMEL BOGRETTE	23,488.45
55219	8/26/13	00001296	KNOX ASSOCIATES, INC.	2,565.00
55220	8/26/13	00902590	LARRY & DEBORAH J. GOLDMAN	141.00
55221	8/26/13	00001277	LARRY KNECHEL	50.00
55222	8/26/13	00000057	LAWN AND GOLF SUPPLY COMPANY, INC	136.08
55223	8/26/13	00902804	LISA SWARTWOOD	140.00
55224	8/26/13	00902360	LOIS KOUROUCHIN	30.00
55225	8/26/13	00902397	MAINSH G. PATEL	75.00
55226	8/26/13	00000055	MARK MANJARDI	325.50
55227	8/26/13	00902805	MARTHA GILLESPIE	60.00
55228	8/26/13	00902195	MARY MURPHY	54.00
55229	8/26/13	00000440	MARY NEWELL	30.00
55230	8/26/13	00902358	MATTHEW & JOANN BRADLEY	1,200.00
55231	8/26/13	00001330	MCCALLION STAFFING SPECIALISTS	648.00
55232	8/26/13	00001920	MICHAEL H. BEAN	105.00
55233	8/26/13	00001961	MICHAEL LONG	100.00
55234	8/26/13	00000867	MICHAEL SHEARER	30.00
55235	8/26/13	00002016	MICHAEL SHINTON	30.00
55236	8/26/13	00000912	MICHENER'S GRASS ROOTS, INC.	76.00
55237	8/26/13	00000324	MOYER INDOOR / OUTDOOR	409.00
55238	8/26/13	00000356	NORTH WALES WATER AUTHORITY	71.64
55239	8/26/13	00001134	OFFICE DEPOT, INC	268.88
55240	8/26/13	00000367	P.K. MOYER & SONS, INC.	192,583.50
55241	8/26/13	00000379	PAUL B. MOYER & SONS, INC.	95.92
55242	8/26/13	00001840	PAUL R. MOGENSEN	45.00
55243	8/26/13	00000095	PAUL SMITH	80.00
55244	8/26/13	00000399	PECO ENERGY	9,929.09
55245	8/26/13	00000397	PECO ENERGY	9,219.26
55246	8/26/13	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	221.40
55247	8/26/13	00001358	PENNSYLVANIA RECREATION AND PARK	10,206.50
55248	8/26/13	00000009	PETTY CASH	250.00
55249	8/26/13	00000447	PETTY CASH - POLICE	155.63
55250	8/26/13	00000446	PHISCON ENTERPRISES, INC.	100.00
55251	8/26/13	00000945	PIPERSVILLE GARDEN CENTER, INC.	1,353.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
55252	8/26/13	00001155	PITNEY BOWES GLOBAL FINANCIAL	222.24
55253	8/26/13	00000345	PRINTWORKS & COMPANY, INC.	49.00
55254	8/26/13	BT005944	PROFESSIONAL LENDING SERVICES, LL	2.50
55255	8/26/13	00000519	RACHEL TROUTMAN	45.00
55256	8/26/13	00000439	RED THE UNIFORM TAILOR	462.60
55257	8/26/13	00000430	REM-ARK ALLOYS, INC.	72.43
55258	8/26/13	00000117	RIGGINS INC	2,889.41
55259	8/26/13	00000115	RIGGINS, INC	3,909.55
55260	8/26/13	00000653	SCATTON'S HEATING & COOLING, INC.	819.68
55261	8/26/13	00000833	THE SHERWIN WILLIAMS COMPANY	37.39
55262	8/26/13	00000015	NEXTEL PARTNERS OPERATING CORP	384.64
55263	8/26/13	00001394	STANDARD INSURANCE COMPANY	7,241.61
55264	8/26/13	00001847	STAPLES CONTRACT & COMMERCIAL, IN	667.95
55265	8/26/13	00001200	SYNATEK	65.00
55266	8/26/13	00001791	PHILADELPHIA PROTECTION BUREAU, IN	172.44
55267	8/26/13	00000496	21ST CENTURY MEDIA NEWSPAPER LLC	1,976.83
55268	8/26/13	00001273	TIM KUREK	400.00
55269	8/26/13	00001771	TIMAC AGRO USA	1,652.50
55270	8/26/13	00000065	TIMOTHY MURRAY	30.00
55271	8/26/13	00000239	RONALD MAYRO & COMPANY	375.00
55272	8/26/13	00000506	TRANS UNION LLC	25.00
55273	8/26/13	00000032	VISA	675.52
55274	8/26/13	00000040	VERIZON PENNSYLVANIA INC	184.28
55275	8/26/13	00001033	VERIZON CABS	539.57
55276	8/26/13	00001839	VINAY SETTY	45.00
55277	8/26/13	00000442	VINCENT ZIRPOLI	160.00
55278	8/26/13	00001191	WARREN FUCHS	45.00
55279	8/26/13	00001329	WELDON AUTO PARTS	324.86
55280	8/26/13	00001948	WILLIAM H. FLUCK IV	20.00
55281	8/26/13	00000249	WILLIAM R. GOLTZ	90.00
55282	8/26/13	00000551	XPEDX/PHILADELPHIA DIVISION	393.35
55283	8/26/13	00000550	ZEP MANUFACTURING COMPANY	343.80
55284	8/26/13	00000209	BOUCHER & JAMES, INC.	17,876.54
55285	8/26/13	00000085	CHAMBERS ASSOCIATES, INC.	4,886.10
55287	8/26/13	00000125	DISCHELL, BARTLE, YANOFF & DOOLEY	9,972.00
55288	8/26/13	00000152	ECKERT SEAMANS CHERIN &	6,242.50
55289	8/26/13	00001902	ELLIOTT GREENLEAF &	25.00
55290	8/26/13	00000817	GILMORE & ASSOCIATES, INC.	18,268.22
55291	8/26/13	00001282	KENNETH AMEY	552.50
55292	8/26/13	00001023	KERNS, PEARLSTINE, ONORATO	143.00
55293	8/26/13	00001972	ROBERT L. BRANT	1,289.90
55294	8/26/13	00001984	TRAFFIC PLANNING AND DESIGN, INC.	8,811.91
TOTAL				478,797.95

MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
08/15/2013	IRS	941 Payment	\$79,488.25
08/15/2013	BCG	401/457 Plan Payment	\$23,466.27
08/15/2013	SCDU	Withholding Payment	\$2,996.44
08/21/2013	Commonwealth of PA	State Tax Payment	\$8,551.52
Total Paid as of 08/26/2013			\$114,502.48