

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
January 6, 2014

www.montgomerytwp.org

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

Lawrence J. Gregan
Township Manager

RE-ORGANIZATION MEETING – 8:00 PM

1. Swear in Elected/Re-Elected Officials
 - Auditors - John Crowe
 - James Earley
 - Tax Collector - Patricia Gallagher
 - Board of Supervisors - Michael J. Fox
 - Jeffrey W. McDonnell
2. Call to Order by 2013 Chair
3. Pledge of Allegiance
4. Public Comment
5. Announcement of Executive Session
6. Consider Appointment of Temporary Chairman
7. Consider Election of Chairman of the Board of Supervisors for 2014
8. Consider Election of Vice-Chairman of the Board of Supervisors for 2014
9. Consider Appointments to Volunteer Committees and Boards
10. Commendation of All Boards and Commissions for Service in 2013
11. Consider Establishment of Holidays for 2014
12. Consider Establishment of Meeting Dates for 2014
13. Consider Resolution to Set the Treasurer's Bond
14. Consider Resolution to Qualify Depositories
15. Consider Appointment of Officials & Consultants
16. Certify Delegate to Pennsylvania State Association for Township Supervisors
17. Consider Board Liaisons to Township Committees
18. Consider Approval of Authorized Drivers
19. Consider Appointment of Fire Police
20. Consider Resolution Establishing 2014 Fee Schedule

ACTION MEETING

21. Consider Approval of Minutes of December 16, 2013 Meeting
22. Consider Approval of Township Manager Agreement
23. Consider Authorization to Execute DCED Grant Award Agreement – Accessible Playground and Spray Park
24. Consider Award of Bid 2014-01 for Township Facilities Waste and Single Stream Recyclable materials Collection and Disposal
25. Consider Authorization to Execute Temporary Construction Easement with Simon Property Group, Inc.
26. Consider Approval of Access Easement Agreement for Traffic Signal Equipment – 605 North Wales Road
27. Consider Definition & Commitment of Fund Balances in Accordance with GASB Statement No. 54
28. Consider Approval of Escrow - Release #3 – Montgomery Knoll, Phase IB – LDS#653B
29. Consider Payment of Bills
30. Other Business
31. Adjournment

Future Public Hearings/Meetings:

01-07-14 @ 7:30 PM – Board of Auditors
01-07-14 @ 7:00 PM – 300 Committee
01-07-14 @ 7:30 PM – Zoning Hearing Board
01-08-14 @ 7:00 PM – Senior Committee
01-08-14 @ 7:30 PM – Park & Recreation Board
01-14-14 @ 7:30 PM – Open Space Committee
01-14-14 @ 7:00 PM – Community Day Committee
01-15-14 @ 6:00 PM – Sewer Authority
01-15-14 @ 7:30 PM – Shade Tree Commission
01-15-14 @ 7:30 PM – Public Safety Committee
01-16-14 @ 7:00 PM – Pension Committee
01-16-14 @ 7:30 PM – Planning Commission
01-21-14 @ 12:30 PM – Business Development Partnership
01-23-14 @ 7:30 PM – Finance Committee
01-27-14 @ 8:00 PM – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Swear in Newly Elected/Re-Elected Officials

MEETING DATE: January 6, 2014

ITEM NUMBER: #1

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors



BACKGROUND:

This evening Judge Thomas M. Del Ricci will be present to swear in the following newly elected officials:

Auditors	-	John Crowe
	-	James Earley
Tax Collector	-	Patricia Gallagher
Supervisors	-	Michael J. Fox
	-	Jeffrey W. McDonnell

Oaths of Office will be provided for the swearing in ceremony.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Welcome newly elected Officials: John Crowe, James Earley, Patricia Gallagher, Michael J. Fox, Jeffrey W. McDonnell.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: January 6, 2014

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: Chairman of the Board of Supervisors



BACKGROUND:

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

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Announcement of Executive Session

MEETING DATE: January 6, 2014

ITEM NUMBER: #5

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors



BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Appointment of Temporary Chairman

MEETING DATE: January 6, 2014

ITEM NUMBER: #6

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors

BACKGROUND:

Usually, last year's Chairman is appointed as the Temporary Chairman.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Await direction from Board.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Election of Chairman of the Board of Supervisors for 2014

MEETING DATE: January 6, 2014 ITEM NUMBER: #7

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Lawrence J. Grogan BOARD LIAISON Chairman of the Board of Supervisors
Township Manager 

BACKGROUND:

A member of the Board of Supervisors must nominate another member of the Board to serve as the Chairman for 2014. Another Board member would need to second that nomination. The members would then take a vote to elect that person to serve as the Chairman for 2014.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

See attached Resolution.

MOTION: _____ SECOND: _____

ROLL CALL:

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

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby elect _____ as the Chairman of the Board of Supervisors of Montgomery Township for the year 2014.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 6, 2014

cc: Minute Book, Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Election of Vice-Chairman of the Board of Supervisors for 2014

MEETING DATE: January 6, 2014

ITEM NUMBER: #8

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors

BACKGROUND:

A member of the Board of Supervisors must nominate another member of the Board to serve as the Vice Chairman for 2014. Another Board member would need to second that nomination. The members would then take a vote to elect that person to serve as the Vice Chairman for 2014.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

See attached Resolution.

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 elect _____ as the Vice Chairman of the Board of Supervisors of Montgomery Township for the year 2014.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 6, 2014

cc: Minute Book, Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Appointments to Volunteer Committees and Boards

MEETING DATE: January 6, 2014 ITEM NUMBER: #9

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Lawrence J. Grogan
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors



BACKGROUND:

The Board of Supervisors annually considers reappointment of members of Township Boards and Commissions whose terms expired at the end of the prior year.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider reappointment of committee members

MOTION/RESOLUTION:

See Attached Resolutions.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candace 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 the following individuals are hereby appointed (or reappointed, as the case may be) to the stated position for the stated term, beginning in the year 2014, as follows:

300TH Anniversary Committee

1 - year term - January 2015	Ginny Bailey
1 - year term - January 2015	Tanya Bamford
1 - year term - January 2015	Dennis Cooney
1 - year term - January 2015	Andrea Duffy
1 - year term - January 2015	Ruth Hardin
1 - year term - January 2015	Kate Karatas
1 - year term - January 2015	James Kelly
1 - year term - January 2015	Janet McCrossen
1 - year term - January 2015	Sue Ann Miller
1 - year term - January 2015	Roy Rodriguez, Jr.
1 - year term - January 2015	Richard Roller
1 - year term - January 2015	Gordon Simes
1 - year term - January 2015	Nancy Walsh

Autumn Festival Committee

1 - year term - January 2015	Mary Alfarano
1 - year term - January 2015	Sue Dessner
1 - year term - January 2015	Ruth Hardin

Business Development Partnership

1 - year term - January 2015	Jim Brusilovsky
1 - year term - January 2015	Bob Cole
1 - year term - January 2015	John Fazio
1 - year term - January 2015	Jay Haenn
1 - year term - January 2015	Tony Lizell
1 - year term - January 2015	Larry Mastroieni
1 - year term - January 2015	Allan Nappen
1 - year term - January 2015	Matthew Roegner

Environmental Advisory Committee

3 - year term - January 2017
3 - year term - January 2017
3 - year term - January 2017

Jeffrey Gibbons
Mahbubur Meenar
Terry Wilson

Finance Committee

1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015

John Dale
Anthony Diasio
John Holsinger
Jim Kelly
Joseph Kobulsky
Allan Nappen (Business Liaison)

Industrial Development Authority

5 – year term – January 2019

Roy Rodriquez

Open Space Committee

1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015

Jay Glickman
Kim Greene
Laurence Poli
Roy Rodriguez

Park and Recreation Board

5 - year term - January 2019

Anthony Ruggieri

Pension Fund Advisory Committee

1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015

Howard Haber
James Kelly
Thomas Kowalski
John Malley

Pension Fund Advisory Committee (Employee)

1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015

Shannon Drosnock
Greg Reiff
Jeff Sarnocinski
Ann Shade
Meg Swiggard

Planning Commission

4 - year term - January 2018
4 - year term - January 2018

James Rall
Ellen Reynolds

Public Safety Committee

1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015

Mitchell Barrer
Richard Kelly
Craig Leventhal
John O'Connor
Glen Tucker
Susan Wiener

Senior Committee

1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015
1 - year term - January 2015

Peg Azarian
Patricia Forbes
Helen Haag
Marian Pinkerton
Richard Roller
Ralph Schurr
Jacqueline Volk

Sewer Authority

5 - year term - January 2019

Gary Christensen

Zoning Hearing Board

3 - year term - January 2017
3 - year term - January 2017
3 - year term - January 2017

Ed Diasio
Mary Kay Kelm
Laurence Poli (Alternate)

MOTION BY:

SECOND BY:

VOTE:

DATE: January 6, 2014

cc: Committee Member, Committee Chair, Department Heads, Minute Book,
Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Commendation of All Boards and Commissions for Service in 2013

MEETING DATE: January 6, 2014

ITEM NUMBER: #10

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gegan
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors

BACKGROUND:

The Chairman of the Board thanks all the volunteers for their dedication of service for the year 2013.

300th Anniversary Committee
Autumn Festival Committee
Board of Auditors
Building Code of Appeals
Business Development Partnership
Environmental Advisory Committee
Finance Committee
Fire Department of Montgomery Township
Historical Society
Industrial Development Authority
Open Space Committee
Park & Recreation Board
Pension Fund Committees
Planning Commission
Public Safety Committee
Senior Committee
Sewer Authority
Shade Tree Commission
Zoning Hearing Board

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: Consider Establishment of Holidays for 2014

MEETING DATE: January 6, 2014

ITEM NUMBER: #11

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors

BACKGROUND:

See attached resolution for the proposed Township holidays for 2014.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

See attached Resolution

MOTION: _____

SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candye 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 that the Board of Supervisors of Montgomery Township recognizes the following holidays in 2014, at which time all Township employees, except sworn police officers, will be on holiday and the Township office will be closed:

President's Day	Monday, February 17 th
Good Friday (except police dispatchers)	Friday, April 18 th
Easter (police dispatchers)	Sunday, April 20 th
Memorial Day	Monday, May 26 th
Independence Day	Friday, July 4 th
Labor Day	Monday, September 1 st
Columbus Day	Monday, October 13 th
Election Day	Tuesday, November 4 th
Thanksgiving Day	Thursday, November 27 th Friday, November 28 th
Christmas	Thursday, December 25 th Friday, December 26 th
New Years Day	Thursday, January 1, 2015

BE IT FURTHER RESOLVED that police dispatchers may recognize an alternative date for their actual holiday at the discretion of the Chief of Police to accommodate their rotating work schedules. Dispatchers will either receive off on the designated holiday, the alternate holiday, or be compensated at the holiday rate for working on the holiday.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 6, 2014

cc: L. Gregan, S. Bendig, K. Costello, S. Drosnock, B. Shoupe, R.
Lesniak, A. Shade, K. Koerwer, Employees, Minute Book, Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Establishment of Meeting Dates for 2014

MEETING DATE: January 6, 2014

ITEM NUMBER:

#12

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors

Harry

BACKGROUND:

None.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None

RECOMMENDATION

None.

MOTION/RESOLUTION:

See Attached Resolution.

MOTION: _____

SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candye 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 during the year 2014, we will hold two regular Board of Supervisor meetings on the second and fourth Mondays of each month at 8:00 P.M., with executive sessions and/or work sessions (if scheduled) to be held at 7:00 p.m., except that the following TUESDAY meetings are substituted for the previous Monday meeting:

May 27, 2014

October 14, 2014

The January 6, 2014 meeting will take the place of the January 13, 2014 meeting. There will be no January 13, 2014 meeting.

The only meeting in December will be on Monday, December 15, 2014.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 6, 2014

cc: L. Gregan, K. Costello, S. Bendig, B. Shoupe, R. Lesniak, P. Ferrante, F. Bartle, Esq., R. Iannozzi, Esq., D. Rivas, K. Koerwer, Minute Book, Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Resolution to Set the Treasurer's Bond

MEETING DATE: January 6, 2014

ITEM NUMBER:

#13

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors

Harry

BACKGROUND:

Section 604 of the Second Class Township Code requires the bonding of the Township Treasurer with a surety company in an amount established by the Board of Supervisors for the faithful performance of the duties of that office. The amount of the bond shall equal the highest amount of Township funds estimated by the Board of Supervisors to be available to the Township Treasurer at any time during the current year. It is recommended that the Treasurer's Bond be set at \$2,500,000. Please note that Delaware Valley Insurance Trust (DVIT) also provides an additional \$2,000,000 in Public Employee Dishonesty Coverage with Faithful Performance of Duty incurred.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The annual cost of the bond is \$3,275.00

RECOMMENDATION:

Adopt resolution establishing the Township Treasurer's Bond in the amount of \$2,500,000 for 2014.

MOTION/RESOLUTION:

See attached Resolution.

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 the
Treasurer's bond be set at \$2,500,000.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 6, 2014

cc: Board of Auditors, L. Gregan, S. Drosnock, Minute Book, Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Resolution to Qualify Depositories

MEETING DATE: January 6, 2014

ITEM NUMBER: #14

MEETING/AGENDA: WORK SESSION

ACTION

XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors

BACKGROUND:

None.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

See Attached Resolution.

MOTION: _____

SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candye 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 Univest Bank and Trust Co. and the Pennsylvania Department of the Treasury "INVEST" Fund are named as depositories for its Government Banking Accounts and Capital Projects Account. Morgan Stanley is named as custodian for the investments held for the Montgomery Township Police Pension Fund in accordance with the executed agreements between Morgan Stanley and Montgomery Township. ICMA-RC is named as the custodian for Montgomery Township Police Pension Funds in the Deferred Retirement Option Program (DROP) in accordance with the executed agreements between ICMA-RC and Montgomery Township.

BE IT FURTHER RESOLVED that the rental of the safe deposit box at the Univest National Bank be maintained, and that the Township Treasurer, Township Manager/Secretary and Assistant Secretary are authorized access to said safe deposit box, in accordance with the safe deposit box rental agreement.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 6, 2014

cc: D. Rivas, L. Gregan, S. Drosnock, Minute Book, Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Appointment of Officials & Consultants

MEETING DATE: January 6, 2014

ITEM NUMBER: *#15*

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

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

BOARD LIAISON: Chairman of the Board of Supervisors

BACKGROUND:

Each year the Board formally appoints by resolution its Township Officials and Consultants for the next year. Please see the attached resolution.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

See Attached Resolution.

MOTION: _____

SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candye 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 the following

Township officials be appointed for the year 2014:

Township Manager/Secretary
Director of Finance /Treasurer
Assistant Secretary
Director of Fire Services, Fire Marshal &
Emergency Management Coordinator
Chief of Police
Director of Public Works
Director of Planning & Zoning & Zoning Officer
Director of Administration & Human Resources
Deputy Zoning Officer
Business Tax Collector
Right-to-Know Officer
Vacancy Board Chairman
Solicitor

Township Engineer

Traffic Engineer/Street Light Engineer

Landscape Engineer

Labor Counsel

Building Inspector

Lawrence J. Grogan
Shannon Drosnock
Deborah A. Rivas
Richard M. Lesniak

J. Scott Bendig
Kevin A. Costello
Bruce S. Shoupe
Ann M. Shade
Marianne McConnell
Shannon Drosnock
Deborah A. Rivas
Richard E. Miniscalco
Frank R. Bartle, Esq.
(Dischell, Bartle & Dooley)
Russell Dunlevy, P.E.
(Gilmore & Assocs, Inc.)
Kevin Johnson, P.E.
(TPD Associates)
Judith Stern Goldstein, ASLA, RLA
(Boucher & James, Inc.)
Ryan Cassidy, Esq.
(Eckert, Seamans)
Boucher & James, Inc.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 6, 2014

cc: Consultants, Department Heads, Minute Book, Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Certify Delegate to Pennsylvania State Association for Township Supervisors

MEETING DATE: January 6, 2014 ITEM NUMBER: #16

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager  BOARD LIAISON: Chairman of the Board of Supervisors

BACKGROUND:

Each year the Board designates its voting delegate for the Pennsylvania State Association for Township Supervisors annual conference in Hershey, PA. The Board should nominate a Supervisor who is planning to attend the conference this year.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

See attached Resolution.

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 certify _____ as the voting delegate to represent Montgomery Township at the Pennsylvania State Association of Township Supervisors (PSATS) in the year 2014.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 6, 2014

cc: D. Rivas, Minute Book, Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Board Liaisons to Township Committees

MEETING DATE: January 6, 2014

ITEM NUMBER:

#17

MEETING/AGENDA: WORK SESSION

ACTION

XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors

BACKGROUND:

Annually, members of the Board of Supervisors elect to serve as liaisons to various Township Boards and Commissions. A list of the 2013 Board/Commission assignments is attached for the Boards consideration.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider approval of Board/Commission Liaisons for 2014.

MOTION/RESOLUTION:

To be Determined.

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

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint Board members as liaisons to the following committees, boards and agencies for 2014.

Autumn Festival Committee

Business Development Partnership

Environmental Advisory Committee

Finance Committee

Historical Society

International Festival Committee

North Penn School District

Open Space Committee

Park & Recreation Board

Planning Commission

Pension Committee

Public Safety Committee

Senior Committee

Sewer Authority

Shade Tree Commission

Volunteer Medical Service Corps.

300th Anniversary Committee

MOTION BY:

SECOND BY:

VOTE:

DATE: January 6, 2014

cc: Staff Liaison, Minute Book, Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Authorized Drivers

MEETING DATE: January 6, 2014

ITEM NUMBER:

#18

MEETING/AGENDA: WORK SESSION

ACTION

XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors

BACKGROUND:

None.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

See attached Resolution.

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 approve Lawrence Gregan, J. Scott Bendig, Gerald Dougherty, William Peoples, Kevin Costello, Richard Lesniak, John Scheiter, Frank Colelli and Bruce Shoupe as personnel authorized to drive Township-owned vehicles for commuting purposes.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 6, 2014

cc: S. Bendig, G. Dougherty, W. Peoples, K. Costello, R. Lesniak, J. Scheiter, F. Colelli, L. Gregan, B. Shoupe, Minute Book, Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Appointment of Fire Police

MEETING DATE: January 6, 2014

ITEM NUMBER:

19

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Richard M. Lesniak
Director, Fire Services

BOARD LIAISON: Chairman of the Board of Supervisors



BACKGROUND:

The following personnel are being recommended for reappointment to the Montgomery Township Fire Police for the year 2014.

William Adams
Robert Bailey
Stacy Bailey
Gregory Fitzgerald
Michael Goldberg
Robert Gruber
Franklin Ha
Maryanne Mogensen
Matt Palm
Bud Rhoads
Joel Silver
Joanne Weinhardt

In addition, Stacy Bailey has been serving with the Fire Police for several years, but her original Oath is in her maiden name. Therefore, we will be swearing in Stacy this evening.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Adopt Resolution reappointing Fire Police for 2014 and swear in Stacy Bailey.

MOTION/RESOLUTION:

See attached Resolution.

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 appoint the following Montgomery Township Fire Police to serve Montgomery Township during 2014:

William Adams
Robert Bailey
Stacy Bailey
Greg Fitzgerald
Michael Goldberg
Robert Gruber
Franklin Ha
Maryanne Mogensen
Matt Palm
Bud Rhoads
Joel Silver
Joanne Weinhardt

BE IT FURTHER RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint Stacy Bailey to serve as a member of the Fire Police of Montgomery Township.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 6, 2014

cc: R. Lesniak, FDMT, Minute Book, Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Resolution Establishing 2014 Fee Schedule

MEETING DATE: January 6, 2014 ITEM NUMBER: #20

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Lawrence J. Gegan
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors

BACKGROUND:

Please see the attached updated Fee Schedule for 2014 for your review. Proposed changes are highlighted in "yellow" on the attached Draft Fee Schedule.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Accept the fee schedule as prepared.

MOTION/RESOLUTION:

See attached Resolution.

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 adopt the 2014 fee schedule including building and related permits, zoning permits, subdivision applications and highway occupancy permits, effective immediately.

BE IT FURTHER RESOLVED that the Board of Supervisors hereby adopts the per diem rates, fees and hourly charges for the Township Engineer, Traffic and Street Light Engineer, Landscape Architect, Township Solicitor, Zoning Hearing Board Solicitor, Planning Consultant, Special Legal Counsel, Labor Counsel, Building Inspector, Business Tax Auditor, and Court Reporter as detailed in the Fee Schedule.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 6, 2014

cc: Consultants, Department Heads, Minute Book, Resolution File

2014 MONTGOMERY TOWNSHIP FEE SCHEDULE

January 6, 2014

I. CONSTRUCTION

A. ZONING RELATED PERMIT in the category of Residential, Commercial/Industrial:

- required along with appropriate building permit

1. Zoning Permit
 - \$125 - new construction
 - \$ 75 - additions, alterations
 - accessory structures including tool sheds, garages, barns, gazebos & greenhouses
2. Signs - **SIGN PERMIT** application required (*per Chapter 230, Article XVII of Code of Montgomery Township*).
 - \$175 - wall sign
 - \$225 - pole sign/**monument**
 - \$ 75 - change of face for wall and freestanding signs
 - \$ 50 - per directional signs per code
 - \$500/face Billboard Signs – new/replacement also need Building Permit
 - \$ 4 - fee shall be assessed per Act 13 of 2004 from Commonwealth of PA
For signs with foundations only

Temporary sign/banner – issued in 7-day increments allowed 14 times per calendar year with one (1) on-lot sign per street frontage.

\$ 20/Week	up to 32 square feet
\$ 25/Week	up to 48 square feet
\$ 30/Week	up to 60 square feet
\$ 40/Week	up to 90 square feet
\$ 50/Week	up to 120 square feet

3. **CERTIFICATION FOR ZONING AND/OR BUILDING- APPLICATION FOR ZONING AND BUILDING CERTIFICATION** required.

- \$100 - zoning certification (fee for each request; outstanding notice of violation, non-conforming use, etc.)
- \$750 - Zoning Officers Preliminary Opinion (Section 916.2 of MPC) + advertising cost

B. BUILDING RELATED PERMIT

1. Residential - **BUILDING PERMIT** applications required (*per Chapter 69 and 80 of the Code of Montgomery Township*). A plan review and administrative fee shall be assessed at 10% of the total permit fee, with a minimum of \$50 in the event a permit is withdrawn.

One & Two Family

Building square footage x BVD cost per sq. ft x permit fee multiplier

Permit Fee Multiplier = .0057

BVD – see attached August 2013 Building Valuation Data

- \$ 4 - fee shall be assessed per Act 13 of 2004 from Commonwealth of PA
- \$ 25 - minimum fee or \$10 + \$1/page of plan set if not providing pdf format on CD, identifying each page of plan set

Building Related Permit (continued).....

Alterations/Additions - including swimming pools and all bodies of water 24 inches deep or greater

\$ 60	-	first \$1,000 cost
\$ 15	-	each \$1,000 thereafter
\$150	-	minimum – excluding above ground swimming pools
\$ 25	-	minimum fee or \$10 + \$1/page of plan set if not providing pdf format on CD, identifying each page of plan set
\$150	-	Existing kitchen/bathroom remodel plus Electric/Plumbing Permit
\$ 4	-	fee shall be assessed per Act 13 of 2004 from Commonwealth of PA

Accessory Structures including Tool Sheds, Garages, Barns, Gazebos and Greenhouses (under 1000 square feet)

\$ 75

Decks and Patios

\$ 75 + \$0.15/s.f.	-	uncovered deck/patio
\$100 + \$0.40/s.f.	-	cover or roof over deck or patio, but not enclosed
\$ 4	-	fee shall be assessed per Act 13 of 2004 from Commonwealth of PA

Roofing

\$ 35	-	first \$1,000 or fraction thereof;
\$ 20	-	for each additional \$1,000 or fraction thereof
\$ 4	-	fee shall be assessed per Act 13 of 2004 from Commonwealth of PA

Mobile Home

\$300	-	New placement/installation
\$ 4	-	fee shall be assessed per Act 13 of 2004 from Commonwealth of PA

2. Commercial, Industrial, Office - **BUILDING PERMIT** applications required (*per Chapter 69 of the Code of Montgomery Township* - unless otherwise noted). A plan review and administrative fee shall be assessed at 10% of the total permit fee, with a minimum of \$50 in the event a permit is withdrawn.

New Non-Residential Construction

Building square footage x BVD cost per sq. ft x permit fee multiplier

Permit Fee Multiplier = .0057

BVD – see attached August 2013 Building Valuation Data

\$ 4	-	fee shall be assessed per Act 13 of 2004 from Commonwealth of PA
\$25	-	minimum fee or \$10 + \$1/page of plan set if not providing pdf format on CD, identifying each page of plan set

Alterations

\$250	-	first \$10,000 cost
\$ 20	-	each \$1,000 or fraction, thereafter
\$ 4	-	fee shall be assessed per Act 13 of 2004 from Commonwealth of PA
\$ 25	-	minimum fee or \$10 + \$1/page of plan set if not providing pdf format on CD, identifying each page of plan set

Interior Demolition

\$150 + \$0.05/sf of total area affected.

Building Related Permit (continued).....

Roofing

\$200 + \$0.05/sf —of total roof area work being done—must follow 2009 Energy Code
\$ 4 - fee shall be assessed per Act 13 of 2004 from Commonwealth of PA

3. Electrical -**ELECTRICAL PERMIT** application required (*per Chapter 69 and 80 of the Code of Montgomery Township* unless otherwise noted). A plan review and administrative fee shall be assessed at 10% of the total permit fee, with a minimum of \$45 in the event a permit is withdrawn.

Base fee

\$ 45 - for the first \$3,000 of electrical work
\$ 15 - for each additional \$1,000 or fraction thereof
\$ 4 - fee shall be assessed per Act 13 of 2004 from Commonwealth of PA

4. HVAC - **MECHANICAL PERMIT** application required (*per Chapter 69 and 80 of the Code of Montgomery Township* - unless otherwise noted). A plan review and administrative fee shall be assessed at 10% of the total permit fee, with a minimum of \$50 in the event a permit is withdrawn.

Residential, commercial, industrial, office - new, addition, or replacement

\$100 - the first \$2,000 cost
\$ 30 - each additional \$1,000 or fraction thereof
\$ ~~75~~ \$150 Fireplace/wood burning stove/outdoor fireplace
\$ 4 - fee shall be assessed per Act 13 of 2004 from Commonwealth of PA

Closed-loop and Open-loop Geothermal well installations require MCHD permit

5. Plumbing - **PLUMBING PERMIT APPLICATION** required (*per Chapter 69 and 80 of the Code of Montgomery Township* - unless otherwise noted). A plan review and administrative fee shall be assessed at 10% of the total permit fee, with a minimum of \$50 in the event a permit is withdrawn.

Residential, Commercial, Industrial, Office

\$ 75 - up to and including 3 new or replacement fixtures
\$ 20 - for each additional fixture
\$ 45 - lateral connection
\$ 4 - fee shall be assessed per Act 13 of 2004 from Commonwealth of PA

Mobile home connection

\$ 50 - per home
\$ 4 - fee shall be assessed per Act 13 of 2004 from Commonwealth of PA

6. Wells - Tracking

\$ 50 - residential/commercial also requires MCHD permit
\$ 4 - fee shall be assessed per Act 13 of 2004 from Commonwealth of PA

7. Irrigation –

\$ 50 - may not be installed within Public Right-of-Way
\$ 4 - fee shall be assessed per Act 13 of 2004 from Commonwealth of PA

Building Related Permit (continued).....

8. Use and Occupancy - **USE & OCCUPANCY PERMIT** application req. (per Chp 230-161).

New Construction

\$150	-	residential
\$250	-	commercial, business professional (multiple tenants occupying the same area or office within area is base fee plus \$50 per additional tenant)
\$350	-	industrial
\$100	-	mobile home (new home or new location)
\$100 \$150		temporary construction trailers/office trailers per trailer

Existing (Re-occupancy)

\$200	-	commercial, professional (multiple tenants occupying the same area or office within area base fee plus \$50 per additional tenant)
\$300	-	industrial
\$100	-	name or ownership only change, business use does not change

9. Demolition - **DEMOLITION (REMOVAL OF BUILDING) PERMIT** application required (per Chapter 69 and 80 of the Code of Montgomery Township - unless otherwise noted).

\$75 \$150		Residential
\$ 4	-	fee shall be assessed per Act 13 of 2004 from Commonwealth of PA

Non-Residential

\$150 + \$.05/sf for first 10,000 sf - with letters from all disconnected utilities and PA DEP notification		
\$ 4	-	fee shall be assessed per Act 13 of 2004 from Commonwealth of PA

10. Blasting – Tracking Permit

\$ 50		
\$ 4	-	fee shall be assessed per Act 13 of 2004 from Commonwealth of PA

11. Grading - **GRADING PERMIT** application required (per subdivision Chapter 205 of the Code of Montgomery Township - unless otherwise noted).

~~\$450~~ \$600

12. Fence- **FENCE PERMIT** application required

\$ 60	-	without fence easement required
\$200	-	with fence easement agreement

13. Swimming Pools- **BUILDING, ZONING AND ELECTRICAL PERMITS** required (per ordinance #91- unless otherwise noted) A grading plan sealed by a design professional required for all in-ground pool permits – storm water management plan may be required.

Building permit - for in-ground pool (see# 1.or #2, Alterations)

Electrical permit- (see #3)

Escrow - to guarantee curb & sidewalk repair (see.#14)

Building Related Permit (continued).....

14. **CURB AND SIDEWALK ESCROW** required (*per subdivision ordinance Chapter 205*).
\$1200- Required in addition to any construction related permit involving the movement of heavy vehicles (i.e. backhoes, bobcats, concrete trucks, etc.) to guarantee that the curb and sidewalks will be repaired if damaged by heavy vehicles. Only required when access to the construction activity will cross existing curbs and/or sidewalks (refundable upon completion) for each project.
15. Collection Bins- **COLLECTION BIN PERMIT** application required (*per ordinance #94-33*)
\$ 50 - per collection bin
16. Building Code Appeals Board
\$1000 - appeals of any order or decision of a Code Enforcement Officer or Building Inspector. In addition, said applicant shall deposit with the Township \$1,500 which shall be held in escrow unless otherwise waived by Board action.
17. The Township retains the right to recover any costs incurred for the use of outside consultants for the purposes of additional reviews or testing.
18. Penalties
- Normal fee x 2 - permits obtained as a result of a stop work order being issued, and / or construction, installation, etc. that has been completed.
- Special Inspections Exact cost incurred by Township + administrative fee – for special test and/or agencies required to determine compliance of concealed construction and/or work completed prior to obtaining permit. May also be required to produce own approved proof of compliance (i.e. compaction test).
- ~~Exact cost incurred by Twp. —
special test and / or agencies required to determine compliance of
concealed construction and / or work completed prior to obtaining permit.
May also be required to produce own approved proof of compliance
(i.e. compaction test).~~
- Inspections Outside Plan Review/Site Visit
- \$ 60 - per visit in excess of 2 on the same matter (i.e. framing inspection) fee must be paid before further inspections take place.
19. \$ 50 - Contractor' Registration
20. Highway Occupancy – HIGHWAY OCCUPANCY PERMIT application required (per Second Class Township code, Article XI, Section 1156).

Road Occupancy & Road Opening Permits

Application Fee \$ 50

General Fees

Driveways - \$ 80

Building Related Permit (continued).....

Underground Utilities (each 100 feet)		
In Pavement	-	\$160
In Shoulder	-	\$160
Outside Pavement & Shoulder	-	\$120
Curbs per 100 foot	-	\$ 80
Sidewalks/Aprons per 100 foot	-	\$ 80
New Utilities – except in new developments		\$ 2/lf

Other work performed within the Right-of-Way other than above shall be in accordance with the fee schedule established by the Pennsylvania State Association of Township Supervisors and made part of this schedule.

An escrow for street openings may be required in the minimum amount of \$500 to be held for two years after final restoration.

Work performed within Montgomery Township's Rights-of-Ways shall be in accordance with Chapter 203, Publication 408 and Chapter 459 of title 67 of the Pennsylvania Code, entitled "Occupancy of Highways by Utilities" as amended. Applications for permits shall pay the township at the time of application the fee set forth above. If a permittee will be performing a substantial amount of work within the right-of-way, the Township may, at its discretion, require the applicant to execute an agreement or provide security, or both, as a prerequisite to issuance of the permit. If security is required, it shall be delivered to the Township in a form and amount acceptable to the Township and shall guarantee construction inspections, restoration and maintenance of the highway for a period of at least five years after acknowledged completion of the permitted work. At least 15 days prior to opening more than 50 linear feet of any area within the right-of-way, the permittee shall deliver photo/video documentation to the Township office verifying the preconstruction condition of the area within the rights-of-way and any area to be disturbed on private property. Prior to entering property outside the right-of-way the applicant shall obtain written permission from the owner and forward to the Township a copy of such permission form.

21. Township Property Access Agreement –
 \$100 Application Fee \$1000 Minimum escrow

C. FIRE INSPECTIONS, REPORTS AND REIMBURSEMENT RATES**1. Annual Fire Inspections**

<u>Sq. Ft.</u>	<u>Fee</u>
0-2999	\$ 30.00
3000-4999	\$ 50.00
5000-9999	\$100.00
10000-29999	\$125.00
30000-49999	\$150.00
50000-99999	\$250.00
100000 >	\$350.00

Building Related Permit (continued).....

2.

Fire Response Reports	\$ 25.00
Fire Origin and Cause Investigation Report	\$ 75.00
CD of Fire Scene Photo Images	\$100.00
8 x 10 Color Photo	\$ 30.00
3.5 Color Photo	\$ 10.00
3. Reimbursement Rates for Recovery of Emergency Response Costs

Truck, Pick Up	Vehicle Size	1 Ton	\$ 25/Hour
Truck, Fire	Rescue		\$ 50/Hour
Truck, Fire	Pump Capacity	1500 gpm	\$ 95/Hour
Truck, Fire Ladder	Ladder Length	95 feet	\$160/Hour
4.

Special Duty Rate for Fire Captains	\$53.50 \$56.24/Hour
Special Duty Rate for Firefighter	\$43.50 \$45.88/Hour
Special Duty Rate for P/T Firefighter	\$28.50 \$29.21/Hour
5. Truss Placards \$25 per placard
6. Other Equipment

Flares	\$ 45 per case of 36 fuses
Oil Dry	\$ 15 per 40 lb. bag

II. PARK & RECREATION FEES:

A. IMPACT FEE – Per the subdivision & land development ordinance requirements.

Residential -	\$2000 per dwelling unit
Non-Residential	\$ 0.50 per square foot or use up to 10,000 square feet
	\$ 0.25 per square foot over 10,000 square feet

B. Facilities and Field Use Fee Schedule - Attachment B

III. BOARD OF SUPERVISORS HEARING

A. CURATIVE AMENDMENT (Board of Supervisors)

\$5,000 - in addition, applicant shall deposit \$10,000 with the Township to be held escrow, plus \$500 for each applicant requested postponement or continuance.

B. CONDITIONAL USES- (Board of Supervisors)

\$1,000 - residential hearing before the Board of Supervisors for land uses specifically authorized as conditional under the zoning ordinance.
\$1,500 - non-residential hearing before the Board of Supervisors for land uses specifically authorized as conditional under the zoning ordinance, \$1,500 escrow.

C. ~~BUILDING CODE APPEALS BOARD~~ or other Administrative Hearings

~~\$1,000 - Appeals of any order or decision of a Code Enforcement Officer or Building Inspector. In addition, said applicant shall deposit with the Township \$1,500 which shall be held in escrow unless otherwise waived by Board action.~~

BOARD OF SUPERVISORS HEARING (continued)....

C. RE-ZONING HEARING (Board of Supervisors) - PETITION FOR CHANGE IN ZONING required.

- \$2,000 - plus \$5000 deposit of costs (escrow)
- plus an administrative fee of 7% of charges incurred in conjunction therewith; if none incurred, minimum administrative fee of \$50.

D. All fees and deposits required under terms of this resolution shall be paid at the time the application is filed, payable to Montgomery Township.

E. Escrow deposits will be returned to the applicant, without interest, after the proceedings are complete and after all appropriate charges have been made to the escrow account. If the costs of the proceedings are more than the escrow deposit, the applicant will be responsible for the difference, payable monthly as billed, by paying additional funds into the escrow account. Appropriate costs and charges include but are not limited to:

- Notes of testimony (official file copy) - transcription costs
- 50 percent of Stenographer appearance costs
- ~~Zoning Hearing Board Members Compensation (proportioned among the members of applicants per meeting)~~
- Advertising costs

F. All application fees paid are non-refundable and intended to cover all overhead, administrative and miscellaneous expenses of the Township.

G. Administrative fee of 7% of charges incurred for all escrow charges.

H. The Township retains the right to recover any costs incurred for the use of outside consultants for the purposes of additional reviews or testing.

I. Legal fees - As per attached rate schedule of the Township Solicitor.

J. Overdrawn Charge \$ 25 per month assessed against applicant who is delinquent by more than 21 days in funding overdrawn escrow account.

1.5% monthly interest charge on unpaid accounts receivable balance

IV. ZONING HEARING BOARD FEES AND ESCROWS

A. VARIANCES, SPECIAL EXCEPTIONS, APPEALS from Orders and Decisions of the Zoning Officer, Substantive Challenge, Non-Conforming Uses from the requirement of the Zoning Ordinances and other Ordinances of Montgomery Township and documents fee. ZONING HEARING BOARD- NOTICE OF APPEAL application required.

Residential

- \$ 600 - for a lot on which a residential dwelling exists or for a lot in a residential district which is intended to be utilized for single family detached residential use, plus an additional \$300 for each applicant requested postponement or continuance.

ZONING HEARING BOARD FEES AND ESCROWS (continued)....

All other Zoning Districts or Non-Residential Uses

\$1,200 - for a lot in any district other than residential, except when a request for a non-residential use, plus \$500 for each applicant requested postponement or continuance.

Non-conforming uses fee shall be based on the zoning district and requested use as noted above. Variance for non-conforming shall be determined by nature of variance as to use and/or adjoining property having greatest bordering line as to its zoning classification.

Substantive Validity Challenges –

\$5,000 - Applicant shall deposit \$10,000 with the Township to be held in escrow, plus \$500 for each applicant requested postponement or continuance.

- B. All fees and deposits required under terms of this resolution shall be paid at the time the application is filed, payable to Montgomery Township.
- C. Appropriate costs and charges include but are not limited to:
 - Notes of testimony (official file copy) - transcription costs
 - 50 percent of Stenographer appearance costs
 - Zoning Hearing Board Members Compensation (proportioned among the members of applicants per meeting)
 - Advertising costs
- D. All application fees paid are non-refundable.
- E. Concurrent applications - An applicant who seeks more than one form of relief in his application shall pay the highest of applicable fees.
- F. The Township retains the right to recover any costs incurred for the use of outside consultants for the purposes of additional reviews or testing.
- G. Legal fees - As per attached rate schedule of the Township Solicitor.

V. SUBDIVISION / LAND DEVELOPMENT - APPLICATION FOR SUBDIVISION AND LAND DEVELOPMENT required.

- A. Filing fee
 - subdivision and land development
 - filing fee may be reduced by 50 percent if filing a revision to a previously approved plan.
 - \$1,000 - base fee plus (Residential)
 - \$ 75 - per unit and/ or lot (whichever is greater) in residential.
 - \$2,500 - base fee plus (Commercial/ Industrial)
 - \$ 150 - per unit
 - \$ \$350 - GIS System Update Fee

**SUBDIVISION / LAND DEVELOPMENT - APPLICATION FOR SUBDIVISION AND LAND DEVELOPMENT
(continued)**

- B. Escrow deposit
Land Development - single lot
 \$1,000 - commercial
 \$ 750 - industrial if in approved subdivision
 \$1,000 - industrial not in approved subdivision

Land Development- 2 or more lots or units in residential, commercial or industrial
 \$ 100 - per acre or \$5000, whichever is higher
Subdivision
 \$1,000 - minor (2 lot) residential
 \$1,000 - minor (2 lot) commercial, industrial
 \$ 100 - per acre or \$5000, whichever is higher for a major subdivision (3 or more lots) in
 residential, commercial, industrial
- C. Montgomery County Planning Commission review fee- see attached schedule.
- D. Inspection and review fees- As per attached rate schedule of the Township Engineer, Traffic Engineer, Landscape Architect, Street Lighting Engineer, etc.
- E. The Township retains the right to recover any costs incurred for the use of outside consultants for the purposes of additional reviews or testing.
- F. Administrative fees - 7% of costs and charges incurred by Township for approval of developer=s plan review, final approval, and subsequent public improvement inspections.
- G. Legal Fees- As per attached rate schedule of the Township Solicitor.
- H. Overdrawn Charge
 \$ 25 - per month assessed against applicant who is delinquent by more than 21 days in
 funding overdrawn escrow account.

 1.5% monthly interest charge on unpaid accounts receivable balance
- I. The Solicitor and Township Engineer will determine the amount of escrow for Public Inspection Costs, based on calculations/estimates. Amount is included in the Land Development Agreement.
- J. ~~Replacement Tree~~ Fee in Lieu Of Tree Placement – 2 ½ to 3 ¼ inch - \$350 per tree
- K. Fee in Lieu of Shrub Placement - \$65 per shrub

VI. INDUSTRIAL DEVELOPMENT AUTHORITIES

IDA Hearings
\$ 500

VII. FLOOD PLAIN

Map changes
\$5000 escrow minimum to cover cost of Township Engineer review and administrative
time

VIII. POLICE SERVICES 1

Fines

\$ 15 - Violation of Parking Regulations
(Changed by Ordinance)

Special duty

\$ 90 - per hour per officer

\$ 25 - per hour for use of a police vehicle

Accident and crime reports

\$ 15 - per initial state report

\$ 5 - per page for supplemental accident reports

\$ 15 - initial crime report

\$ 5 - per page for supplemental pages for report

Police Photographs

\$ 30 - per 8 x 10 color photograph

\$ 10 - per 3 x 5 color photograph

\$100 - per copy of video

\$100 - per 90 minute audiotapes

\$100 - per CD of Traffic Accident Photo Images

Police Flares

\$ 45 - per case of 36 fuses

Stray Dog

\$ 20 - first day

\$ 15 - per day/ feeding & detaining each additional day
(payable before dog is released to claimant)

Solicitation (Transient Merchants)

\$ 40 - per day

\$200 - per month

Towing Fees – by gross weight

Two Vehicles are two separate jobs 3/24/08

\$125 - towing, Class 1 thru 48 – Light duty, to 11,000 lbs.

\$175 - towing, Class 5 thru 8 – Medium duty, 11,001 to 26,000 lbs.

\$ 45 - storage, Class 1 thru 48 – Light duty, to 11,000 lbs.

\$ 65 - storage, Class 5 thru 8 – Medium duty, 11,001 to 26,000 lbs.

\$ 5 - per day, additional charge if vehicle is stored within a building

Additional Charges – to be added to basic towing fee

\$ 40 - additional Charge - Hourly rate for labor after first ½ hour

\$ 40 - additional Charge, Hourly rate for labor for extra staff (after first ½ hour)

\$ 15 - fuel Charge, maximum

\$ 3 - per mile – towing outside Montgomery Township

\$ 15 - per 40 lb. bag – oil dry

\$ 50 - towing – impounded vehicles from Police Department to Salvor

\$ 75 - tow of Township vehicles

\$ 75 - tow of township vehicles outside Montgomery Township – **plus**

\$ 3 - per mile outside township boundaries

\$ 50 - lockouts

\$ 50 - tire change

\$ 50 - jump start

\$ 35 - gate fee (charged only outside of normal business hours, as defined
in towing agreement)

IX. ROAD DEPARTMENT SERVICES - ROADS AND STREETS

- A. Billable Labor Rates:
- ~~\$57/Hr~~ \$60 - Foreman
 - ~~\$53/Hr~~ \$55 - Traffic Signal Technician
 - ~~\$48/Hr~~ \$49 - Crew Tech Equipment Operator
 - ~~\$35/Hr~~ \$35 - General Laborer
- B. Billable Equipment Rates: Per FEMA's Equipment Rate Schedule Dated September 15, 2010 as included in Attachment "C"
- C. Billable Parts & Material Supplies – At Township cost

X. BUSINESS LICENSES AND PERMITS

- A. Temporary Retail Sales- **TEMPORARY RETAIL PERMIT*** required (*per ordinance #83*)
*License fee is doubled if business commences before license is issued.

Temporary show
\$ 25

- per merchant where itinerant (temporary) merchants form part of a show which is organized and booked by one or more promoters, the promoter or promoters thereof shall be responsible for the payment of a license fee covering all such itinerant merchants. This fee is for the specific show for which booked and shall run for a period not to exceed seven (7) days.

Temporary retail business

\$ 50 - 7 days or any portion thereof
\$150 - 30 days or any portion thereof over 7 days
\$300 - 60 days or any portion thereof over 30 days
\$450 - 120 days or any portion over 60 days – (maximum allowed non-renewable)

- B. License for Business Privilege/ Mercantile Tax
\$25
- C. Amusement Tax License
- \$60 - Amusement Tax License - Initial License
 - \$30 - Amusement Tax License - Annual renewal
 - \$30 - Amusement Tax License - Temporary Business
- D. Liquor License Application
~~\$1000~~ \$1500 - Application for Transfer of Liquor License plus \$1,500 escrow

XI. MISCELLANEOUS₁ - fees in this section are subject to change at any time by authorization of the Township Manager.

~~\$110~~ - ~~Code of the Township of Montgomery shall be cost plus 15%~~
~~\$ 20~~ - ~~Comprehensive Plan of Montgomery Township shall be cost plus 15%~~
\$ 50 - Special Events Permit
\$150 - Major Home Occupation Permit (clients & staff up to 3)
\$ 75 - Minor Home Occupation Permit (resident & small office)
\$ 35 - zoning ordinance (picked up)
\$ 45 - zoning ordinance (mailed)
\$ 15 - zoning map
\$ 35 - subdivision ordinance (picked up)
\$ 45 - subdivision ordinance (mailed)
\$cost - zoning hearing transcripts (available from stenographer at cost)

MISCELLANEOUS (continued)....

\$.25	-	per page for Zoning Hearing Board opinion and order
\$ 10	-	recycling bin (second issue)
\$.25	-	per page for copied material done on a non-priority basis
\$ 25	-	returned check charge
\$ 25	-	Real Estate Tax Certification Fee
\$ 5	-	Real Estate Tax - Duplicate Bill Fee
\$155	-	Memorial Plaque – Memorial Grove – subject to change in market price
	-	Reproduction of Large Format Material Shall be at cost plus 15%

XII. CONSULTANTS – All Consultants mileage rates shall be billed in accordance with the IRS Standard Rate.**A. Township Engineer – Gilmore & Associates, Inc**

\$133 \$140	-	per hour, Principal of Firm
\$123 \$130	-	per hour, Principal Engineer
\$118 \$124	-	per hour, Consulting Professional V
\$113 \$119	-	per hour, Consulting Professional IV
\$108 \$114	-	per hour, Consulting Professional III
\$103 \$109	-	per hour, Consulting Professional II
\$98 \$103	-	per hour, Consulting Professional I
\$106 \$108	-	per hour, Design Technician V
\$101 \$103	-	per hour, Design Technician IV
\$93 \$98	-	per hour, Design Technician III
\$88 \$93	-	per hour, Design Technician II
\$83 \$88	-	per hour, Design Technician I
\$83 \$88	-	per hour, Construction Representative IV
\$78 \$82	-	per hour, Construction Representative III
\$73 \$77	-	per hour, Construction Representative II
\$68 \$72	-	per hour, Construction Representative I
\$133 \$140	-	per hour, Surveying Crew II
\$123 \$130	-	per hour, Surveying Crew I
\$63 \$65	-	per hour, Administrative Assistant III
\$58 \$60	-	per hour, Administrative Assistant II
\$53 \$55	-	per hour, Administrative Assistant I

All rates listed above are hourly rates based upon straight time for a 40-hour, 5-day week and are charged on actual time expended. When requested/required to provide construction engineering/observation services in excess of 40 hours during the normal work week, the construction engineering/observation rate shall be charged at 1.5 times the standard rate for those hours worked in excess of the normal 40 hours. Construction Representative services requested on weekends shall be charged at the same overtime rate with a minimum of 4 hours charge.

B. Township Solicitor – Frank R. Bartle, Esq. (Dischell, Bartle & Dooley)

~~\$130~~ \$150 - hourly rate

C. Special and Conflict Counsel

~~\$130~~ \$150 - hourly rate

D. Zoning Hearing Board Solicitor

~~\$130~~ \$150 - hourly rate

CONSULTANTS (continued)..

E. Traffic Engineer/Street Lighting Engineer – Traffic Planning & Design-Kevin Johnson, President

\$220 \$230	-	per hour, President
\$180 (New)	-	per hour, Senior Vice President
\$170 \$175	-	per hour, Vice President
\$150 \$155	-	per hour, Senior Project Manager 2
\$135 \$140	-	per hour, Senior Project Manager 1
\$125	-	per hour, Project Manager 4
\$120	-	per hour, Project Manager 3
\$115	-	per hour, Project Manager 2
\$110	-	per hour, Project Manager 1
\$100	-	per hour Design/Planning Specialist 4
\$ 90	-	per hour, Design/Planning Specialist 3
\$ 80	-	per hour, Design/Planning Specialist 2
\$ 70	-	per hour, Design/Planning Specialist 1
\$105 \$115	-	per hour, CADD Manager
\$ 80	-	per hour, CADD 4
\$ 70	-	per hour, CADD 3
\$ 65	-	per hour, CADD 2
\$ 60	-	per hour, CADD 1
\$100	-	per hour, Environmental Services Manager
\$ 70	-	per hour, Environmental Scientist I
\$ 75 \$85	-	per hour, Senior Analyst
\$ 65	-	per hour, Analyst
\$ 60	-	per hour, Technician Manager
\$ 55	-	per hour, Technician
\$ 50 \$55	-	per hour, Clerk
\$125	-	per hour, Manager of Constructability Services
\$125	-	per hour, Manager of Inspection Services
\$130 (New)	-	per hour, Design/Construction Manager
\$125 (New)	-	per hour, Sr. Construction Manager
\$115 (New)	-	per hour, Construction Manager 2
\$105 (New)	-	per hour, Construction Manager 1
\$ 90 (New)	-	per hour, Assistant Construction Manager
\$ 90 (New)	-	per hour, Transp. Construction Manager 2
\$ 85 (New)	-	per hour, Transp. Construction Manager 1
\$ 80 (New)	-	per hour, Transp. Construction Insp. Supervisor 2
\$ 75 (New)	-	per hour, Transp. Construction Insp. Supervisor 1
\$ 70 (New)	-	per hour, Transp. Construction Inspector 3
\$ 65 (New)	-	per hour, Transp. Construction Inspector 2
\$ 60 (New)	-	per hour, Transp. Construction Inspector 1
\$ 55	-	per hour, Construction Services Technician

Cost Per Unit

\$ 0.50	-	black & white plan print – sq. ft.
\$ 1.00	-	plan print– sq. ft.
\$ 5.00	-	Mylar Originals/per sheet
\$ 25.00	-	Presentation Boards/per board
\$ 0.11	-	copies
\$ 0.33	-	color copies
At Cost	-	Tolls
At Cost	-	Postage
At Cost	-	Overnight Mail
\$30	-	Equipment charge for ATR/per deployed unit per day
	-	mileage rates shall be billed in accordance with the IRS Standard Rate

CONSULTANTS (continued)..

F. Landscape Architect- Boucher & James, Inc., Consulting Engineers

\$110 \$116	-	per hour, Principal
\$92 \$97	-	per hour, Planner/Landscape Architect I
\$80 \$84	-	per hour, Planner/Landscape Architect II
\$70 \$73.50	-	per hour, Planner/Designer I
\$70 \$73.50	-	per hour, Planner/Designer II
\$70 \$73.50	-	per hour, Planner/Designer III
\$70 \$73.50	-	per hour, Designer I
\$70 \$73.50	-	per hour, Designer II
\$70 \$73.50	-	per hour, Designer III
\$60 \$63	-	per hour, CAD Operator I
\$60 \$63	-	per hour, CAD Operator II
\$60 \$63	-	per hour, CAD Operator III
\$45 \$48	-	per hour, Administrative Assistant
	-	mileage rates shall be billed in accordance with the IRS Standard Rate

G. Building Inspection/Code Enforcement Officer – Boucher & James

\$55	-	per hour
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H. Labor Counsel - Eckert Seamans

\$275	-	per hour, Partners
\$225	-	per hour, Associates
\$100 - \$200	-	Paralegals

I. Business Tax Auditor –McCarthy and Company

\$100	-	per hour
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J. Consulting Engineer - Chambers Associates - The time charged for Professional Services will be the actual number of hours worked. Time spent in travel shall be considered as working time and will be charged accordingly.

\$ 105	-	per hour, Principal Engineer
\$ 95	-	per hour, Registered Professional Engineer
\$ 84	-	per hour, Graduate Engineer
\$ 89	-	per hour, Senior Designer
\$ 72	-	per hour, Designer
\$ 89	-	per hour, Engineering Technician I
\$ 58	-	per hour, Engineering Assistant
\$ 69	-	per hour, Draftsperson- CADD
\$ 89	-	per hour, Senior Construction Representative
\$ 76	-	per hour, Construction Representative
\$ 74	-	per hour, Survey Party Chief
\$ 58	-	per hour, Instrument Technician
\$ 34	-	per hour, Chain/ Rod Technician
\$ 63	-	per hour, Administrative Assistant
\$ 50	-	per hour, Office Services
	-	mileage rates shall be billed in accordance with the IRS Standard Rate

CONSULTANTS (continued)..

Time charged for Professional Services will be the actual number of hours worked. Time spent in travel shall be considered as working time & will be charged accordingly. Overtime work required by the client will be billed at 1.5 times the normal hourly charge.

OUTSIDE CONSULTANT

During the course of project completion it may be necessary to utilize the services of outside consultants, which will be billed at a rate of cost plus 15 percent.

CHARGE OF REPRODUCTION

\$ 15	-	per sheet, Mylar
\$ 3.50	-	per sheet, Engineering Copy
\$.25	-	per sheet, Photo Copy
\$ 1.00	-	per sheet, facsimile transmission
cost plus 15%	-	outside reproduction

K. Court Stenographer – Byron Battle

\$150	-	per hour - Appearance Fee (1 st hour)
\$ 50	-	per hour – Reporting Fee per hour
Page Rate:	-	Standard Charge (per page)
\$ 4.50	-	original & courtesy copy
\$ 2.25	-	copy (residential)
\$ 4	-	copy (commercial)
<u>Daily Charge</u> (per page within four business days)		
\$ 9	-	original & courtesy copy
\$ 4.50	-	copy (residential)
\$ 8	-	copy (commercial)
<u>Expedited charge</u> (per page within 7 business days)		
\$ 6.75	-	original & courtesy copy
\$ 3.75	-	copy (residential)
\$ 6	-	copy (commercial)
\$ 20	-	digital copy of day's transcript(s)

L. Planning Consultant – Ken Amey

\$ 85	-	per hour - Planning Services
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M. Planning Consultant – E. Van Rieker

\$ 95	-	per hour
\$380	-	per evening meeting

N. All-State Design

Sprinkler Systems	-	\$0.25/sprinkler head with a minimum charge of \$100/submission.
Attendance at Meetings And Site Visits	-	Billed at the time and expense rate of \$75 per hour

O. Phison Enterprises, Inc.

Sprinkler Systems	-	\$0.25/sprinkler head with a minimum charge of \$100/submission
Alarm & Special Hazard Systems	-	\$100 per zone and/or system
Attendance at Meetings - Or Site Visits	-	Billed at the time and expense rate of \$150 per hour or Site Visits

1. All fees set by the Board of Supervisors except for those marked, which are subject to administrative change by the Township Manager

MONTGOMERY COUNTY PLANNING COMMISSION (MCPC)

Act 247 Review Guidelines and Fee Schedule

For reviews in accordance with the Pennsylvania Municipalities Planning Code (Act 247) as amended

Effective January 1, 2014

Required Fees and Time Limits

To determine the applicable fee and review time limit for MCPC reviews, reference the appropriate section of the Pennsylvania Municipalities Planning Code as follows:

	Act 247 Section	Fee	Time Limit (days)
301.3	Comprehensive Plan Amendments	No	45
304	Public Facilities	No	45
305	School Facilities	No	45
408	Official Map	No	45
502	Subdivision and Land Developments	Yes	30
505	Subdivision & Land Development Ordinance Amendments	No	30
609	Zoning Ordinance or Map Amendments	Yes*	30
609.1	Curative Amendments	Yes*	30

*** Fees will be charged for private petitions (developer/landowner) for zoning ordinance/map amendments and curative amendments. (See fee schedule)**

- A time limit may be extended if requested by the applicant or by the municipality. If a municipality requests a time extension, it must be in concurrence with the applicant.
- Whenever applications require more than one type of review or otherwise fall under more than one section of the Pennsylvania Municipalities Planning Code, the Montgomery County Planning Commission will attempt to complete all reviews within the shortest official time limit. However, MCPC reserves the right to use the maximum permitted time limit if needed.

Application Procedure

1. The applicant submits the plans, a completed Municipal Request for Review form, and the county fee to the local municipality. The county fee must be in the form of a check or money order made payable to the MONTGOMERY COUNTY TREASURER. The county fee is not to be combined with the municipal fee. The applicant's canceled check serves as the receipt.
2. The municipality will forward an application consisting of the county fee, the Municipal Request for Review form signed by the appropriate municipal official, and the plans to MCPC along with any other relevant information.

3. The review time limit will officially begin when MCPC receives all necessary information and applicable fees.
 4. In the event of a returned check, the MCPC review and its corresponding time limit will stop as of the date we receive notification. MCPC will notify the applicant and municipality. The review process will restart on the date MCPC receives the required fee.
-

Fee Information

Resubmissions

The fee schedule and time limits will apply regardless of whether the submitted application is for the review of a tentative sketch, preliminary plan, or final plan. Once the initial fee has been received, MCPC charges a fee for the resubmission of subdivisions and land developments that are essentially the same as the former submission. A flat fee of \$125 is required for all residential subdivisions/land developments. No fee is required for residential subdivisions/land developments of 3 lots/units or less. A flat fee of \$190 is required for the resubmission all non-residential subdivisions/land developments. No fee is required for non-residential subdivisions/land developments of 3 lots or 3,000 square feet or less respectively. MCPC does not charge any additional fees for a staged development unless the original overall proposal has been substantially altered. When MCPC determines an application to be substantially altered, a new fee will be required except if the change was recommended by MCPC. Each submission of a different project on the same tract of land will be charged an additional fee. Any plan for the same tract resubmitted more than 5 years after the last review of that tract will be charged a new fee.

Mixed Developments

Whenever a mixed-use proposal with both residential and nonresidential is submitted, a reduced fee will be applied. This fee is calculated by applying the residential and nonresidential fees, per the Fee Schedule, and then adding all fees and deducting 15 percent.

For a nonresidential subdivision and land development submitted for the same tract at the same time only the larger base fee will be charged.

Waiver of Fees

Fees are waived for an application filed under the name of a governmental subunit of the United States or the Commonwealth of Pennsylvania, including school districts and authorities. This exemption does not apply to private nonprofit organizations except for volunteer fire companies and ambulance squads.

Refunds

If MCPC fails to complete its review within the required time limits, the fee will be returned to the applicant upon request, except in those instances involving an incorrect fee or incomplete application or when MCPC has been granted a time extension for the review.

Informal Reviews and Special Circumstances

Meetings with MCPC to discuss applications, either prior to or during the formal review process, are encouraged and free of charge. If the applicant requests the meeting, the local municipality will also be invited. Meetings and informal reviews do not replace the official formal review by MCPC. In addition, if a municipality requests any meetings, court appearances, redesigns, or other special events that are related to the MCPC review, no extra fees will be charged. Similar requests by developers will be charged appropriately in accordance with fees for staff services.

MONTGOMERY COUNTY PLANNING COMMISSION (MCPC)

Act 247 Fee Schedule

The following fees will apply to each subdivision or land development submitted to the Montgomery County Planning Commission for review:

- Fees will be waived for applications filed under the name of a governmental subunit of the United States or the Commonwealth of Pennsylvania, including school districts and authorities. This exemption does not apply to private, nonprofit organizations with the exception of volunteer fire companies and ambulance squads.
- For a nonresidential subdivision and land development submitted for the same tract at the same time only the larger base fee will be changed.
- Whenever a mixed-use proposal with both residential and nonresidential is submitted, a reduced fee will be applied. This fee is calculated by applying the residential and nonresidential fees, per the Fee Schedule, and then adding all fees and deducting 15 percent.

Residential Subdivisions or Land Developments

These fees apply to all kinds of residential projects for sale, condominium or rental; any structural type; and either as a subdivision or single-tract land development. No fees are charged for open space lots.

Number of Lots or Dwelling Units <i>(greater number applies)</i>	Base Fee + Fee per Lot or Dwelling Unit
1 – 3*	\$150 (flat fee)
4 – 20	\$180 + \$23 per unit
21 – 100	\$450 + \$21 per unit
101+	\$1,060 + \$20 per unit

* Lot line adjustments with no new development = \$65 flat fee

Nonresidential Land Developments and Conversions

These fees apply to all projects or sections of mixed projects, which are for new construction of nonresidential uses of any kind for sale, rental, lease or condominium in any type of building on a single tract of land. Conversions from residential to nonresidential uses shall also use this schedule, whether the building area is new or existing.

Gross Square Feet of New Building	Base Fee + Fee for Every 1000 Gross Sq. Ft. <i>(rounded to nearest whole dollar)</i>
1 – 3,000 Sq. Ft.	\$220 flat fee
3,001 – 25,000 Sq. Ft.	\$519 + \$27 for every 1000 Sq. Ft.
25,001 – 50,000 Sq. Ft.	\$1,050 + \$23 for every 1000 Sq. Ft.
50,001 – 100,000 Sq. Ft.	\$1,550 + \$20 for every 1000 Sq. Ft.
100,001+ Sq. Ft.	\$2,580 + \$15 for every 1000 Sq. Ft.

Nonresidential Subdivisions

These fees apply to applications subdividing and conveying land for nonresidential uses.

Number of Lots	Base Fee + Fee per Lot
1 – 3	\$555 flat fee
4 or more	\$555 + \$88 per lot

Special Reviews

- Miscellaneous reviews not included in above categories (conditional uses, nonresidential lot line change) = \$260 flat fee
- Curative Amendments (not municipal curative amendments) = \$1,500
- Private Petitions for Zoning Change (not municipal petition) = \$1,000

Resubmissions

These fees apply to each subsequent plan submission after the original submission, if the resubmission is essentially the same plan with only minor revisions.

- Flat fee of \$125 for residential subdivisions/land developments. All resubmissions of 3 lots/units or less no fee required.
- Flat fee of \$190 for all nonresidential subdivisions/land developments. All resubmissions of 3 lots or 3,000 square feet or less no fee required.

All county fees are to be submitted to the municipality at the time of application; the municipality will forward the fees to MCPC. A check or money order should be made payable to the **MONTGOMERY COUNTY TREASURER**. Fees are authorized by the Pennsylvania Municipalities Planning Code (Act 247) as amended.

Municipal Request for Review

This request must be submitted by the municipality to our office with the appropriate plans/information and fee.



To Be Completed By Municipality

Date: _____
Municipality: _____
Official's Name: _____
Municipal Official's Signature: _____
(Only applications with original signature will be accepted)
Position: _____

MCPC File Number *(If Known)*: _____

Review Fee: Fee Attached \$ _____ ☐ Fee Not Applicable

Meeting Dates:

Municipal Planning Commission Date: _____

Governing Body Date: _____

☐ No Meeting Scheduled

To Be Completed By Applicant

Development Name: _____
Applicant Name: _____
Applicant Address: _____
Applicant's Representative: _____
Business Phone: _____
Business Email: _____

Zoning:

☐ Existing District

☐ Proposed District

Special Exception Granted

☐ Yes ☐ No

Variance Granted

☐ Yes ☐ No For _____

Type of Review Requested: *(Check All Appropriate Boxes)*

☐ Unofficial Sketch Plan *(No Fee)*

☐ Subdivision Plan

☐ Land Development Plan

Zoning Ordinance or Map Amendment

☐ Municipal *(No Fee)*

☐ Private Petitions *(Fee)*

☐ Subdivision Ordinance Amendment *(No Fee)*

Curative Amendment

☐ Municipal *(No Fee)*

☐ Private Petitions *(Fee)*

☐ Conditional Use *(Fee)*

☐ Other: _____

Plan Information:

Tax Parcel Number _____

Total Tract Area _____

Total Tract Area Impacted By Development _____

Type of Plan:

☐ Tentative *(Sketch)*

☐ Preliminary

☐ Final

Type of Submission:

☐ New Proposal

☐ Revision to Prior Proposal

☐ Phase of Prior Proposal

Plan Submission (Subdivision/Land Development Plans):

PLANS SUBMITTED AS *(Check Appropriate Box)*:

☐ Paper
Copies

☐ Digital PDF Format
on CD

☐ Digital PDF Format
e-mailed to MCPC

Proposed Utilities:

Type		Capacity	
Water	Sewer	Water	Sewer
<input type="checkbox"/> Public	<input type="checkbox"/> Public	Available	<input type="checkbox"/>
<input type="checkbox"/> Individual Well	On-Lot: <input type="checkbox"/> Individual	Not Available	<input type="checkbox"/>
<input type="checkbox"/> Community System	<input type="checkbox"/> Centralized	Unknown	<input type="checkbox"/>

Land Use(s)	Number of New		Senior Housing		Open Space Acres	Nonresidential New Square Feet
	Lots	Units	Yes	No		
Single-Family						
Townhouses/Twins						
Apartments						
Commercial						
Industrial						
Office						
Institutional						
Other						

Additional Information: _____

cost per sqft

Building Valuation Data - August 2013									
Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	224.86	217.27	211.75	202.82	190.47	185.12	196.05	174.13	167.22
A-1 Assembly, theaters, without stage	205.84	198.25	192.73	183.80	171.46	166.11	177.03	155.12	148.21
A-2 Assembly, nightclubs	175.48	170.50	165.74	159.07	149.41	145.36	153.20	135.40	131.56
A-2 Assembly, restaurants, bars, banquet halls	174.48	169.50	163.74	158.07	147.41	144.36	152.20	133.40	130.56
A-3 Assembly, churches	207.90	200.31	194.78	185.86	173.66	168.32	179.09	157.32	150.42
A-3 Assembly, general, community halls, libraries, museums	173.93	166.34	159.82	151.89	138.66	134.32	145.12	122.32	116.42
A-4 Assembly, arenas	204.84	197.25	190.73	182.80	169.46	165.11	176.03	153.12	147.21
B Business	179.33	172.77	166.90	158.73	144.01	138.61	152.18	126.55	120.48
E Educational	190.23	183.68	178.30	170.23	158.53	150.15	164.36	138.54	134.04
F-1 Factory and industrial, moderate hazard	108.42	103.32	97.18	93.38	83.24	79.62	89.22	68.69	64.39
F-2 Factory and industrial, low hazard	107.42	102.32	97.18	92.38	83.24	78.62	88.22	68.69	63.39
H-1 High Hazard, explosives	101.53	96.44	91.29	86.49	77.57	72.95	82.34	63.02	N.P.
H234 High Hazard	101.53	96.44	91.29	86.49	77.57	72.95	82.34	63.02	57.71
H-5 HPM	179.33	172.77	166.90	158.73	144.01	138.61	152.18	126.55	120.48
I-1 Institutional, supervised environment	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
I-2 Institutional, hospitals	304.49	297.93	292.06	283.89	268.07	N.P.	277.34	250.61	N.P.
I-2 Institutional, nursing homes	210.47	203.90	198.04	189.87	175.09	N.P.	183.31	157.63	N.P.
I-3 Institutional, restrained	204.27	197.71	191.84	183.67	170.47	164.08	177.12	153.01	144.94
I-4 Institutional, day care facilities	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
M Mercantile	130.79	125.81	120.05	114.38	104.47	101.42	108.50	90.46	87.62
R-1 Residential, hotels	179.14	172.89	167.90	160.83	147.95	144.10	160.52	132.93	128.36
R-2 Residential, multiple family	150.25	143.99	139.01	131.94	119.77	115.91	131.62	104.74	100.18
R-3 Residential, one- and two-family	141.80	137.90	134.46	131.00	125.88	122.71	128.29	117.71	110.29
R-4 Residential, care/assisted living facilities	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
S-1 Storage, moderate hazard	100.53	95.44	89.29	85.49	75.57	71.95	81.34	61.02	56.71
S-2 Storage, low hazard	99.53	94.44	89.29	84.49	75.57	70.95	80.34	61.02	55.71
U Utility, miscellaneous	74.83	70.51	66.11	62.74	56.42	52.69	59.81	44.15	42.06
Building Square Footage x BVD cost per sq. ft x Permit Fee Multiplier = Permit Fee									
Permit Fee Multiplier = .0057									
Above excludes Sprinkler/Ansul Systems, Alarm Systems and Mechanical Refrigeration/freezer Systems									

ATTACHMENT "B"

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

Pavilion / Gazebo	Basketball-Tennis-Volleyball Courts / Street Hockey	
<p><u>Resident:</u> No Charge</p> <p><u>Montgomery Township Youth Assoc. & Reciprocal Group:</u> No Charge</p> <p><u>Non-Resident Individual:</u> \$50 per use</p> <p><u>Non-Resident Group:</u> \$100 per use</p> <p><u>Non-Resident For-Profit Groups:</u></p> <p>(1) \$100 plus 10% of Total Revenue from program/camp/event.</p> <p>(2) No Charge as long as the For-Profit Group partners with Montgomery Township, through the Recreation Office, to provide a township-hosted program/camp. The program/camp/event may not conflict or compete with a current Montgomery Township program/camp/event.</p>	<u>1 Game/2 Hours</u>	
	<u>Resident:</u> No Charge	
	<u>Montgomery Township Youth Assoc. & Reciprocal Group:</u> No Charge	
	<u>Non-Resident Individual/Group:</u> \$25 per court (over 2 hrs. \$10/hr.)	
	<u>Non-Resident For-Profit Groups:</u>	
	<p>(1) \$100 plus 10% of Total Revenue from program/camp/event.</p> <p>(2) No Charge as long as the For-Profit Group partners with Montgomery Township, through the Recreation Office, to provide a township-hosted program/camp. The program/camp/event may not conflict or compete with a current Montgomery Township program/camp/event.</p>	
Baseball/Softball & Soccer Fields	Tournaments	Special Events
<u>1 Game/2 Hours</u>		
<u>Resident:</u> No Charge		
<u>Montgomery Township Youth Assoc. & Reciprocal Group:</u> No Charge		
<u>Non-Resident Individual/Group:</u> \$75 per field (over 2 hrs. \$15/hr.) Season: (5 or more consecutive weeks) \$30 per field (over 2 hrs. \$15/hr.)		
<u>Non-Resident For-Profit Groups:</u>		
<p>(1) \$100 plus 10% of Total Revenue from program/camp/event.</p> <p>(2) No Charge as long as the For-Profit Group partners with Montgomery Township, through the Recreation Office, to provide a township-hosted program/camp. The program/camp/event may not conflict or compete with a current Montgomery Township program/camp/event.</p>		
<u>75% of group must consist of Township Residents in order to qualify as a resident group and be exempt from any field or facility fee.</u>		
	<u>Resident:</u> No Charge	
	<u>Montgomery Township Youth Assoc. & Reciprocal Group:</u> No Charge	
	<u>Non-Resident Individual/Group:</u> A Field Maintenance Deposit of \$200 is required per field/facility plus \$200 per field/facility, per day.	
	Permits are obtained through Montgomery Township's Planning/Zoning Department.	

ATTACHMENT "C"

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY RECOVERY DIRECTORATE PUBLIC ASSISTANCE DIVISION WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 15, 2010.

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 ft	to 15	Articulated, Telescoping, Scissor.	hour	\$8.25
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 ft	to 30	Articulated, Telescoping, Scissor.	hour	\$12.25
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 ft	to 50	Articulated, Telescoping, Scissor.	hour	\$21.00
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 ft	to 85	Articulated and Telescoping.	hour	\$55.00
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 ft	to 130	Articulated and Telescoping.	hour	\$87.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$8.75
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$12.25
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$23.50
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$34.00
8010	Air Compressor	Air Delivery	41 cfm	to 10	Hoses Included.	hour	\$1.50
8011	Air Compressor	Air Delivery	103 cfm	to 30	Hoses Included.	hour	\$7.00
8012	Air Compressor	Air Delivery	130 cfm	to 50	Hoses Included.	hour	\$9.25
8013	Air Compressor	Air Delivery	175 cfm	to 90	Hoses Included.	hour	\$20.00
8014	Air Compressor	Air Delivery	400 cfm	to 145	Hoses Included.	hour	\$27.50
8015	Air Compressor	Air Delivery	575 cfm	to 230	Hoses Included.	hour	\$45.50
8016	Air Compressor	Air Delivery	1100 cfm	to 355	Hoses Included.	hour	\$61.00
8017	Air Compressor	Air Delivery	1600 cfm	to 500	Hoses Included.	hour	\$80.00
8040	Ambulance			to 150		hour	\$25.50
8041	Ambulance			to 210		hour	\$32.50
8060	Auger, Portable	Hole Diameter	16 in	to 8		hour	\$1.30
8061	Auger, Portable	Hole Diameter	18 in	to 13		hour	\$3.50
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 in	to 13	Includes digger, boom and mounting hardware. Add to Tractor rate for total rate.	hour	\$1.30
8063	Auger, Truck Mntd	Max. Auger Size	24 in	to 100	Includes digger, boom and mounting hardware. Add to Truck rate for total rate.	hour	\$29.00
8070	Automobile			to 130	Transporting people.	mile	\$0.50
8071	Automobile			to 130	Transporting cargo.	hour	\$13.00
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.60
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$16.25
8110	Barge, Deck	Size	50'x35'x7.25'			hour	\$34.00
8111	Barge, Deck	Size	50'x35'x9'			hour	\$48.00
8112	Barge, Deck	Size	120'x45'x10'			hour	\$60.00
8113	Barge, Deck	Size	160'x45'x11'			hour	\$75.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$3.15
8051	Board, Message			to 5	Trailer Mounted.	hour	\$8.50
8133	Boat, Push	Size	45'x21'x8'	to 435	Flat hull.	hour	\$150.00
8134	Boat, Push	Size	54'x21'x8'	to 525	Flat hull.	hour	\$200.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$250.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$300.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8130	Boat, Row				Heavy duty.	hour	\$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$14.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$26.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$250.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$300.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$450.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$630.00
8140	Boat, Tug	Length	16 ft	to 100		hour	\$33.50
8141	Boat, Tug	Length	18 ft	to 175		hour	\$53.00
8142	Boat, Tug	Length	28 ft	to 250		hour	\$85.00
8143	Boat, Tug	Length	40 ft	to 380		hour	\$150.00
8144	Boat, Tug	Length	51 ft	to 700		hour	\$225.00
8419	Breaker, Pavement, Hand-Held	Weight	25-90 lb			hour	\$0.85
8420	Breaker, Pavement			to 70		hour	\$31.25
8150	Broom, Pavement	Broom Length	72 in	to 35		hour	\$12.30
8151	Broom, Pavement	Broom Length	96 in	to 100		hour	\$19.75
8153	Broom, Pavement, Mntd	Broom Length	72 in	to 18	Add to Prime Mover rate for total rate.	hour	\$8.00
8154	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add to Prime Mover rate for total rate.	hour	\$10.25
8270	Bucket, Clamshell	Capacity	1.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$3.60
8271	Bucket, Clamshell	Capacity	2.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$6.75
8272	Bucket, Clamshell	Capacity	5.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$11.25
8273	Bucket, Clamshell	Capacity	7.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$14.50
8275	Bucket, Dragline	Capacity	2.0 cy		Does not include Clamshell & Dragline.	hour	\$2.90
8276	Bucket, Dragline	Capacity	5.0 cy		Does not include Clamshell & Dragline.	hour	\$6.50
8277	Bucket, Dragline	Capacity	10 cy		Does not include Clamshell & Dragline.	hour	\$10.50
8278	Bucket, Dragline	Capacity	14 cy		Does not include Clamshell & Dragline.	hour	\$13.50
8180	Bus			to 150		hour	\$20.00
8181	Bus			to 210		hour	\$23.00
8182	Bus			to 300		hour	\$27.00
8190	Chain Saw	Bar Length	18 in			hour	\$1.75
8191	Chain Saw	Bar Length	25 in			hour	\$3.20
8192	Chain Saw, Pole	Bar Size	18 in			hour	\$1.60
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	\$7.50
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	\$16.00
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	\$21.75
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	\$30.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	\$45.50
8210	Clamshell & Dragline, Crawler		149,999 lb	to 235	Bucket not included in rate.	hour	\$86.00
8211	Clamshell & Dragline, Crawler		250,000 lb	to 520	Bucket not included in rate.	hour	\$121.00
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$130.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 cy		Truck Mounted. Add to Truck rate for total rate.	hour	\$16.00
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 cy		Truck Mounted. Add to Truck rate for total rate.	hour	\$21.50
8220	Compactor			to 10		hour	\$11.00
8221	Compactor, Towed, Vibratory Drum			to 45		hour	\$17.50
8222	Compactor, Vibratory, Drum			to 75		hour	\$25.00
8223	Compactor, Pneumatic, Wheel			to 100		hour	\$28.00
8225	Compactor, Sanitation			to 300		hour	\$96.00
8226	Compactor, Sanitation			to 400		hour	\$163.00
8227	Compactor, Sanitation			to 535		hour	\$225.00
8228	Compactor, Towed, Pneumatic, Wheel		10000 lb		Add to Prime Mover rate for total rate.	hour	\$7.50

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8229	Compactor, Towed, Drum Static		20000 lb		Add to Prime Mover rate for total rate.	hour	\$12.25
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$27.00
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$55.00
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$95.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$155.00
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$220.00
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 lb		Add to Truck rate for total rate.	hour	\$10.00
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 lb		Add to Truck rate for total rate.	hour	\$16.00
8498	Crane, Truck Mntd	Max. Lift Capacity	50000 lb		Add to Truck rate for total rate.	hour	\$30.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$90.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$100.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$120.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	\$21.00
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	\$39.00
8580	Distributor, Asphalt	Tank Capacity	500 gal		Insulated tank, and circulating spray bar.	hour	\$12.00
8561	Distributor, Asphalt	Tank Capacity	1000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	\$13.00
8582	Distributor, Asphalt	Tank Capacity	4000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	\$25.00
8250	Dozer, Crawler			to 75		hour	\$31.00
8251	Dozer, Crawler			to 105		hour	\$40.00
8252	Dozer, Crawler			to 160		hour	\$65.00
8253	Dozer, Crawler			to 250		hour	\$80.00
8254	Dozer, Crawler			to 360		hour	\$135.00
8255	Dozer, Crawler			to 565		hour	\$250.00
8256	Dozer, Crawler			to 850		hour	\$340.00
8260	Dozer, Wheel			to 300		hour	\$55.00
8261	Dozer, Wheel			to 400		hour	\$110.00
8262	Dozer, Wheel			to 500		hour	\$150.00
8263	Dozer, Wheel			to 625		hour	\$200.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 cy	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 cy	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$39.00
8282	Excavator, Hydraulic	Bucket Capacity	1.5 cy	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$65.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 cy	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$120.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 cy	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$200.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 cy	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$240.00
8286	Excavator, Hydraulic	Bucket Capacity	12 cy	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$400.00
8240	Feeder, Grizzly			to 35		hour	\$17.00
8241	Feeder, Grizzly			to 55		hour	\$30.00
8242	Feeder, Grizzly			to 75		hour	\$44.00
8300	Fork Lift	Capacity	6000 lb	to 60		hour	11.75
8301	Fork Lift	Capacity	12000 lb	to 80		hour	\$17.00
8302	Fork Lift	Capacity	18000 lb	to 140		hour	\$23.00
8303	Fork Lift	Capacity	50000 lb	to 215		hour	\$50.00
8310	Generator	Prime Output	5.5 kW	to 10		hour	\$3.25
8311	Generator	Prime Output	16 kW	to 25		hour	\$8.00
8312	Generator	Prime Output	43 kW	to 65		hour	\$17.00
8313	Generator	Prime Output	100 kW	to 125		hour	\$34.00
8314	Generator	Prime Output	150 kW	to 240		hour	\$50.00
8315	Generator	Prime Output	210 kW	to 300		hour	\$80.00
8318	Generator	Prime Output	280 kW	to 400		hour	\$85.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8317	Generator	Prime Output	350 kW	to 500		hour	\$95.00
8318	Generator	Prime Output	530 kW	to 750		hour	\$150.00
8319	Generator	Prime Output	710 kW	to 1000		hour	\$200.00
8320	Generator	Prime Output	1100 kW	to 1500		hour	\$375.00
8321	Generator	Prime Output	2500 kW	to 3000		hour	\$500.00
8755	Golf Cart	Capacity	2 person			hour	\$3.20
8330	Graders	Moldboard Size	10 ft	to 110	Includes Rigid and Articulate	hour	\$34.50
8331	Graders	Moldboard Size	12 ft	to 150	Includes Rigid and Articulate	hour	\$58.00
8332	Graders	Moldboard Size	14 ft	to 225	Includes Rigid and Articulate	hour	\$70.00
8350	Hose, Discharge	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	\$0.13
8351	Hose, Discharge	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	\$0.19
8352	Hose, Discharge	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	\$0.50
8353	Hose, Discharge	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	\$0.75
8354	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	\$1.35
8355	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	\$2.20
8356	Hose, Suction	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	\$0.23
8357	Hose, Suction	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	\$0.43
8358	Hose, Suction	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	\$0.90
8359	Hose, Suction	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	\$1.35
8360	Hose, Suction	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	\$2.45
8361	Hose, Suction	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	\$3.80
8517	Jackhammer (Dry)	Weight Class	25-45 lb			hour	\$1.00
8518	Jackhammer (Wet)	Weight Class	30-55 lb			hour	\$1.15
8360	Loader, Crawler	Bucket Capacity	0.5 cy	to 32	Includes bucket.	hour	\$11.50
8361	Loader, Crawler	Bucket Capacity	1 cy	to 60	Includes bucket.	hour	\$19.00
8362	Loader, Crawler	Bucket Capacity	2 cy	to 118	Includes bucket.	hour	\$42.00
8363	Loader, Crawler	Bucket Capacity	3 cy	to 178	Includes bucket.	hour	\$76.00
8364	Loader, Crawler	Bucket Capacity	4 cy	to 238	Includes bucket.	hour	\$115.00
8540	Loader, Skid-Steer	Operating Capacity	1000 lb	to 35		hour	\$11.00
8541	Loader, Skid-Steer	Operating Capacity	2000 lb	to 85		hour	\$18.00
8542	Loader, Skid-Steer	Operating Capacity	3000 lb	to 85		hour	\$22.00
8401	Loader, Tractor, Wheel			to 81		hour	\$25.00
8390	Loader, Wheel	Bucket Capacity	0.5 cy	to 38		hour	\$15.50
8391	Loader, Wheel	Bucket Capacity	1 cy	to 80		hour	\$21.50
8392	Loader, Wheel	Bucket Capacity	2 cy	to 105		hour	\$28.75
8393	Loader, Wheel	Bucket Capacity	3 cy	to 152		hour	\$40.00
8394	Loader, Wheel	Bucket Capacity	4 cy	to 200		hour	\$52.00
8395	Loader, Wheel	Bucket Capacity	5 cy	to 250		hour	\$66.00
8396	Loader, Wheel	Bucket Capacity	6 cy	to 305		hour	\$82.00
8397	Loader, Wheel	Bucket Capacity	7 cy	to 360		hour	\$95.00
8398	Loader, Wheel	Bucket Capacity	8 cy	to 530		hour	\$140.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 cy	to 40	Loader and Backhoe Buckets included.	hour	\$14.75
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 cy	to 70	Loader and Backhoe Buckets included.	hour	\$23.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 cy	to 95	Loader and Backhoe Buckets included.	hour	\$33.00
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 cy	to 115	Loader and Backhoe Buckets included.	hour	\$38.00
8410	Mixer, Concrete Portable	Batching Capacity	10 cft			hour	\$3.25
8411	Mixer, Concrete Portable	Batching Capacity	12 cft			hour	\$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 cft	to 10		hour	\$8.75
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 cft	to 25		hour	\$15.25
8075	Motorcycle, Police					mile	\$0.35
8633	Mulcher, Trailer Mntd	Working Capacity	7 tph	to 35		hour	\$10.25
8634	Mulcher, Trailer Mntd	Working Capacity	10 tph	to 55		hour	\$16.75
8635	Mulcher, Trailer Mntd	Working Capacity	20 tph	to 120		hour	\$24.75
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	\$7.00
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	\$66.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	\$115.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	\$140.00
8436	Pick-up, Asphalt			to 110		hour	\$55.00
8437	Pick-up, Asphalt			to 150		hour	\$83.00
8438	Pick-up, Asphalt			to 200		hour	\$110.00
8439	Pick-up, Asphalt			to 275		hour	\$140.00
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$10.25

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8861	Plow, Cable	Plow Depth	36 in	to 65		hour	\$27.75
8862	Plow, Cable	Plow Depth	48 in	to 110		hour	\$31.75
8450	Plow, Snow, Grader Mntd	Width	to 10 ft		Add to Grader for total rate.	hour	\$16.00
8451	Plow, Snow, Grader Mntd	Width	to 14 ft		Add to Grader for total rate.	hour	\$24.00
8452	Plow, Snow, Truck Mntd	Width	to 15 ft		Add to Truck rate for total rate.	hour	\$10.75
8453	Plow, Snow, Truck Mntd	Width	to 15 ft		With leveling wing. Add to Truck rate for total rate.	hour	\$18.50
8470	Pump			to 4	Does not include Hoses.	hour	\$2.15
8471	Pump			to 6	Does not include Hoses.	hour	\$3.20
8472	Pump			to 10	Does not include Hoses.	hour	\$4.10
8473	Pump			to 15	Does not include Hoses.	hour	\$7.75
8474	Pump			to 25	Does not include Hoses.	hour	\$8.25
8475	Pump			to 40	Does not include Hoses.	hour	\$16.00
8476	Pump			to 60	Does not include Hoses.	hour	\$18.75
8477	Pump			to 95	Does not include Hoses.	hour	\$26.50
8478	Pump			to 140	Does not include Hoses.	hour	\$31.00
8479	Pump			to 200	Does not include Hoses.	hour	\$36.00
8480	Pump			to 275	Does not include Hoses.	hour	\$80.00
8481	Pump			to 350	Does not include Hoses.	hour	\$95.00
8482	Pump			to 425	Does not include Hoses.	hour	\$120.00
8483	Pump			to 500	Does not include Hoses.	hour	\$135.00
8484	Pump			to 575	Does not include Hoses.	hour	\$155.00
8485	Pump			to 650	Does not include Hoses.	hour	\$180.00
8510	Saw, Concrete	Blade Diameter	14 in	to 14		hour	\$6.00
8511	Saw, Concrete	Blade Diameter	26 in	to 35		hour	\$13.50
8512	Saw, Concrete	Blade Diameter	48 in	to 65		hour	\$23.00
8513	Saw, Rock			to 100		hour	\$30.00
8514	Saw, Rock			to 200		hour	\$60.00
8521	Scraper	Scraper Capacity	16 cy	to 250		hour	\$90.00
8522	Scraper	Scraper Capacity	23 cy	to 365		hour	\$139.00
8523	Scraper	Scraper Capacity	34 cy	to 475		hour	\$200.00
8524	Scraper	Scraper Capacity	44 cy	to 600		hour	\$240.00
8560	Snow Blower	Capacity	2,000 tph	to 400		hour	\$140.00
8561	Snow Blower	Capacity	2,500 tph	to 500		hour	\$160.00
8562	Snow Blower	Capacity	3,500 tph	to 600		hour	\$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 tph	to 75	Does not include Truck.	hour	\$37.50
8551	Snow Blower, Truck Mntd	Capacity	1400 tph	to 200	Does not include Truck.	hour	\$70.00
8552	Snow Blower, Truck Mntd	Capacity	2000 tph	to 340	Does not include Truck.	hour	\$110.00
8553	Snow Blower, Truck Mntd	Capacity	2500 tph	to 400	Does not include Truck.	hour	\$120.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$3.25
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$7.00
8630	Sprayer, Seed	Working Capacity	750 gal	to 30	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$9.75
8631	Sprayer, Seed	Working Capacity	1250 gal	to 50	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$15.00
8632	Sprayer, Seed	Working Capacity	3500 gal	to 115	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$25.75
8458	Spreader, Chemical	Capacity	5 cy	to 4	Trailer & Truck mounted. Does not	hour	\$4.00
8423	Spreader, Chip	Spread Hopper Width	12.5 ft	to 152		hour	\$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 ft	to 215		hour	\$80.00
8425	Spreader, Chip, Mntd	Hopper Size	8 ft	to 8	Trailer & Truck mounted.	hour	\$3.30
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	\$3.30
8456	Spreader, Sand	Mounting	Dump Body			hour	\$5.50
8457	Spreader, Sand	Mounting	Truck (10 yd)			hour	\$7.50
8440	Striper	Paint Capacity	40 gal	to 22		hour	\$8.75
8441	Striper	Paint Capacity	90 gal	to 60		hour	\$19.00
8442	Striper	Paint Capacity	120 gal	to 122		hour	\$37.00
8445	Striper, Truck Mntd	Paint Capacity	120 gal	to 460		hour	\$70.00
8446	Striper, Walk-behind	Paint Capacity	12 gal			hour	\$3.35
8157	Sweeper, Pavement			to 110		hour	\$69.00
8158	Sweeper, Pavement			to 230		hour	\$74.00
8590	Trailer, Dump	Capacity	20 cy		Does not include Prime Mover.	hour	\$5.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8591	Trailer, Dump	Capacity	30 cy		Does not include Prime Mover.	hour	\$14.00
8600	Trailer, Equipment	Capacity	30 ton			hour	\$10.25
8601	Trailer, Equipment	Capacity	40 ton			hour	\$12.50
8602	Trailer, Equipment	Capacity	60 ton			hour	\$16.00
8603	Trailer, Equipment	Capacity	120 ton			hour	\$25.00
8640	Trailer, Office	Trailer Size	8' x 24'			hour	\$1.70
8641	Trailer, Office	Trailer Size	8' x 32'			hour	\$1.75
8642	Trailer, Office	Trailer Size	10' x 32'			hour	\$2.60
8610	Trailer, Water	Tank Capacity	4000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$11.00
8611	Trailer, Water	Tank Capacity	6000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$14.00
8612	Trailer, Water	Tank Capacity	10000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$18.50
8613	Trailer, Water	Tank Capacity	14000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$20.50
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$11.75
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$25.00
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	\$4.50
8680	Truck, Concrete Mixer	Mixer Capacity	13 cy	to 300		hour	\$75.00
8720	Truck, Dump	Struck Capacity	8 cy	to 220		hour	\$35.00
8721	Truck, Dump	Struck Capacity	10 cy	to 320		hour	\$45.00
8722	Truck, Dump	Struck Capacity	12 cy	to 400		hour	\$60.00
8723	Truck, Dump	Struck Capacity	18 cy	to 400		hour	\$65.00
8724	Truck, Dump, Off	Struck Capacity	28 cy	to 450		hour	\$105.00
8690	Truck, Fire	Pump Capacity	1000 gpm			hour	\$70.00
8691	Truck, Fire	Pump Capacity	1250 gpm			hour	\$80.00
8692	Truck, Fire	Pump Capacity	1500 gpm			hour	\$85.00
8693	Truck, Fire	Pump Capacity	2000 gpm			hour	\$90.00
8694	Truck, Fire Ladder	Ladder length	75 ft			hour	\$125.00
8695	Truck, Fire Ladder	Ladder length	150 ft			hour	\$150.00
8700	Truck, Flatbed	Maximum Gvw	15000 lb	to 200		hour	\$20.00
8701	Truck, Flatbed	Maximum Gvw	25000 lb	to 275		hour	\$22.00
8702	Truck, Flatbed	Maximum Gvw	30000 lb	to 300		hour	\$26.00
8703	Truck, Flatbed	Maximum Gvw	45000 lb	to 380		hour	\$43.00
8730	Truck, Garbage	Capacity	25 cy	to 255		hour	\$47.00
8731	Truck, Garbage	Capacity	32 cy	to 325		hour	\$55.00
8800	Truck, Pickup				Transporting people.	mile	\$0.50
8801	Truck, Pickup		½ ton			hour	\$14.00
8802	Truck, Pickup		1 ton			hour	\$20.00
8803	Truck, Pickup		1½ ton			hour	\$22.00
8804	Truck, Pickup		1½ ton			hour	\$25.00
8805	Truck, Pickup		1½ ton			hour	\$30.00
8790	Truck, Tractor	4 x 2	30000 lb	to 220		hour	\$32.00
8791	Truck, Tractor	4 x 2	45000 lb	to 310		hour	\$45.00
8792	Truck, Tractor	6 x 4	50000 lb	to 400		hour	\$56.00
8780	Truck, Water	Tank Capacity	2500 gal	to 175	Include pump and rear spray system.	hour	\$31.00
8781	Truck, Water	Tank Capacity	4000 gal	to 250	Include pump and rear spray system.	hour	\$42.00
8620	Tub Grinder			to 440		hour	\$85.00
8621	Tub Grinder			to 630		hour	\$120.00
8622	Tub Grinder			to 760		hour	\$150.00
8623	Tub Grinder			to 1000		hour	\$270.00
8753	Vehicle, Recreational			to 10		hour	\$3.00
8750	Vehicle, Small			to 30		hour	\$7.00
8761	Vibrator, Concrete			to 4		hour	\$1.15
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$5.00
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$11.50
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$16.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$22.00

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Minutes for December 16, 2013

MEETING DATE: January 6, 2014

ITEM NUMBER: #21

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors

BACKGROUND:

Just a reminder – Please call Shirley Snyder on Monday, January 6, 2014 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
DECEMBER 16, 2013**

DRAFT

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

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

Chairman Joseph Walsh called for a motion and Supervisor Michael Fox made a motion to approve the minutes of the November 25, 2013 Board meeting, and Supervisor Robert Birch seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Police Chief Scott Bendig introduced two new employees of the Police Department staff, Joseph Bennett and Carlos Cartagena, who have been hired as Recruit Dispatchers. Technology Manager Richard Grier introduced new employee Lance Allen, who has been hired as the IT Support Technician in the Finance Department. Resolution #1 made by Supervisor Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, welcomed Lance Allen, Joseph Bennett and Carlos Cartagena as employees of Montgomery Township.

Chairman Joseph Walsh announced that long term residents and active members of numerous volunteer civic organizations, Mr. and Mrs. Roy Rodriguez, wished to make a presentation to the Board of Supervisors in recognition of the 175th Anniversary of the Limekiln Pike Bridge. Mr. and Mrs. Rodriguez commissioned a watercolor painting of the bridge by John Maxwell, a local award winning artist, and presented the painting to the Montgomery Township Board of Supervisors. Mr. Rodriguez reported that the bridge was built in 1838 and restored in 2013. The bridge is one of the older examples of stone arch bridges in Pennsylvania and its longevity is a testimony to the quality of construction of these historic stone bridges. Chairman

Joseph Walsh also presented Mr. and Mrs. Rodriguez with a Certificate of Appreciation for their generous contribution and longstanding and unwavering support to the Montgomery Township Community. Resolution #2 made by Supervisor Michael Fox, seconded by Supervisor Robert Birch and approved unanimously, recognized the 175th Anniversary of the Limekiln Pike Bridge and expressed appreciation to Mr. and Mrs. Roy Rodriguez for their generous contribution to the Township.

Director of Administration and Human Resources Ann Shade reported that the 10th Annual Holiday Lights contest had recently concluded and the winners were ready to be announced. Ten families decorated their homes and participated in the contest. The winners were Most Colorful – 127 Oxford Lane, Most Traditional – 104 Fairview Drive, Most Variety – 17 Spur Road and Grand Prize Winner Car Stopper – 134 Thames Drive. Resolution #3 made by Supervisor Robert Birch, seconded by Supervisor Candyce Fluehr Chimera and approved unanimously, recognized the winners and participants in the 2013 Holiday Lights Contest.

Assistant to the Township Manager Stacy Crandell reported that in December, 2011 the Township had applied for a grant to conduct a study to determine the most feasible alignment for a trail connection between the proposed Powerline Trail and the Route 202 Parkway Trail. In March 2013, the Board of Supervisors approved the professional services scope of work and cost proposal from Gilmore Associates for the Powerline Trail Connector Feasibility Study. Ms. Crandell introduced Chris Green from Gilmore Associates who presented the highlights from the Powerline Trail Connector Feasibility Study. Mr. Green reviewed each of the trail connector options with the Board and recommended that Commerce Drive be considered as the most feasible route for the trail connector. Resolution #4 made by Chairman Joseph Walsh, seconded by Supervisor Robert Birch, and approved unanimously, approved the Powerline Trail Connector Feasibility Study as presented.

Director of Planning Bruce Shoupe presented the preliminary/final land development plan LDS#669 proposing redevelopment of two lots located at 794 and 798 Bethlehem Pike,

within the C-Commercial District for use as a fast food restaurant with a drive-thru ("Chick-Fil-A") and a restaurant with associated retail sales. Mr. Shoupe indicated that the Township staff and consultants have reviewed this plan for compliance with Township Codes. Mr. Jay Glickman, a member of the Planning Commission, stated that the Planning Commission had no concerns and found the waivers being requested as appropriate. Mr. Shoupe commented that the applicant was present and had reviewed the proposed conditional approval resolution. David Onorato, Esquire, attorney for the applicant, accepted the resolution as proposed. Resolution #5 made by Chairman Joseph Walsh, seconded by Supervisor Michael Fox and adopted unanimously, approved the preliminary/final land development plan for LDS #669 – 794 and 798 Bethlehem Pike.

Director of Planning Bruce Shoupe presented the preliminary/final land development plan for LDS#666 – Giant To Go. The plan proposes construction of a 5,000 square foot convenience store with a five double-sided pump gasoline fueling station at 741 Bethlehem Pike. Township staff and consultants have reviewed the plan for compliance with Township Codes. Mr. Shoupe commented that the applicant was present and had reviewed the proposed conditional approval resolution. Jonathan Andrews, Esquire, attorney for the applicant, accepted the resolution as proposed. Resolution #6 made by Chairman Joseph Walsh, seconded by Supervisor Michael Fox and adopted unanimously, approved the preliminary/final land development plan for LDS #666 – Giant To Go convenience store and gas fueling station at 741 Bethlehem Pike.

Director of Planning Bruce Shoupe presented the preliminary/final land development plan LDS #663 - Commerce Group Limited Partnership at 744 Bethlehem Pike. The applicant proposes to demolish the existing building and construct a one-story, 11,900 square foot multi-tenant building with parking areas and a full-access driveway onto Vilsmeier Road. Joseph McGrory, Esquire, representing the applicant, stated that the applicant is agreeable with the conditional approval resolution with the exception of Item #2. Item #2 provides for settlement of

a long standing litigation matter, Civil Action No. 97-23341, and requires that the Applicant pay an outstanding balance from the development escrow in the amount of \$10,379.96. The applicant's attorney, Joseph McGrory, Esquire, requested that the Board recess into an executive session so that his client can discuss the litigation matter with the Board. The Board agreed and recessed the action meeting at 8:54 p.m. to enter into an executive session for the purposes of discussing the Commerce Group vs. Montgomery Township Civil Action No. 97-23341. At 9:35 p.m., the Board reconvened the action meeting and Chairman Joseph Walsh made a motion to table the consideration of the preliminary/final land development plan, LDS #663. The motion was seconded by Supervisor Robert Birch and approved unanimously.

Director of Planning Bruce Shoupe presented the preliminary/final land development plan for LDS #670 – Montgomery Township Recreation/Community Center. Mr. Shoupe reported that the plan proposes to construct a new Township Recreation Community Center to be located on a 12.89 acre tract on the corner of Stump Road and Horsham Road. The proposal provides for construction of a 40,000 square foot recreation community center with a gym, community room, exercise spaces, walking track and outdoor accessible playground and spray park. Rolph Graf, P.E., presented the plan and indicated that it fulfills all the obligations and requirements of the Township land development and zoning codes, the Montgomery County Planning Commission review and the Montgomery Township Planning Commission review. Resolution #7 made by Supervisor Robert Birch, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, approved the preliminary/final land development plan for the Montgomery Township Recreation/Community Center – LDS#670.

Resolution #8 made by Chairman Joseph Walsh, seconded by Supervisor Robert Birch and unanimously approved, authorized the escrow release in the amount of \$9,678.46 for Wegmans - #M-12-49.

Township Manager Lawrence Gegan reported that as authorized, Traffic Planning and Design, Inc., has prepared plans and an application to be submitted to PennDOT requesting

approval to revise the traffic signal at North Wales Road and Knapp Road to provide for the installation of advance left turn phases (left turn arrows) at this intersection. Bob Stone of Traffic Planning and Design was present to answer questions from the Board on the design. Chairman Joseph Walsh inquired as to how long the intersection would be interrupted during construction of the improvements. Mr. Stone indicated that the intersection would only be interrupted for one day and the remaining work would be occurring off the roadway. Supervisor Michael Fox asked if these improvements would help with the traffic issues on North Wales Road and Mr. Stone replied that the intention of the improvements is to help move traffic through North Wales Road to and from Bethlehem Pike. Resolution #9 made by Supervisor Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, adopted the resolution to be submitted to PennDOT requesting revisions to the Traffic Signal Permit for the intersection of North Wales Road and Knapp Road to provide for the installation of dedicated left turn signal phases on the South Bound, East Bound and West Bound approaches, replacement of the in group loop detection system with video detection and the addition of emergency vehicle pre-emption for all approaches to this intersection.

Chairman Joseph Walsh reported that the Montgomery Township Municipal Sewer Authority was incorporated on June 24, 1963 with an initial term of fifty years which expired on June 24, 2013. The provision of the Municipal Authorities Act, Pa. C.S.A. Sections 5623, provides for the revival of the Authority for an additional term not exceeding 50 years by the adoption of amended Articles of Incorporation and the filing of a Municipal Statement of Revival with the Commonwealth within five years of the expiration of the current term. Resolution #10 made by Supervisor Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, adopted an Amendment to the Articles of Incorporation of the Montgomery Township Sewer Authority extending its term for an additional period of fifty years and authorize, approve and direct the filing of a Municipal Statement of Revival of the

Montgomery Township Municipal Sewer Authority in the Office of the Pennsylvania Secretary of the Commonwealth.

Chairman Joseph Walsh reported that Board of Supervisors approval of the Authority Budget is required in accordance with Section 3 of the Operating Agreement between the Township and the Montgomery Township Municipal Sewer Authority. Resolution #11, made by Supervisor Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, approved the Montgomery Township Sewer Authority Budget for the fiscal year 2014 for the period from January 1, 2014 to December 31, 2014.

Chairman Joseph Walsh reported that the operating agreement between the Township and the Authority require Board approval of Tapping Fee Agreements entered into by the Montgomery Township Municipal Sewer Authority in 2013. Resolution #12, made by Chairman Joseph Walsh, seconded by Supervisor Michael Fox and adopted unanimously, approved the following Montgomery Township Municipal Sewer Authorities Tapping Fee Agreements with Montgomery Pointe Phase 3, Assi Plaza, Montgomery Preserve Phase 1, Montgomery Knoll, Montgomery Walk Phase II B, Beer & Wine Mill, Gwynmont West, Little Pods, Orleans and Shetland Group.

Director of Finance, Shannon Drosnock presented the final 2014 Montgomery Township Budget. The Board held four public workshop meetings on the budget and approved the Preliminary Budget on November 25, 2013. Ms. Drosnock presented the final budget information and stated that no revenues or expenses in the final budget are increased more than ten percent in the aggregate or more than twenty-five percent in any major category over the proposed budget. Supervisor Michael Fox complimented Ms. Drosnock for her work on and presentation of the budget. Resolution #13, made by Supervisor Michael Fox, seconded by Supervisor Candyce Fluehr Chimera, and adopted unanimously adopted the 2014 Montgomery Township Budget as presented on November 25, 2013. Resolution #14, made by Supervisor Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously,

approved the Tax Levy Resolution with a total of 1.49 mills, and establishes the Homestead Exclusion amount for 2014 at \$30,000. Resolution #15, made by Supervisor Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, established the street light assessments for 2014. Resolution #16, made by Supervisor Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, approved the maximum departmental salary/wage increased for 2014 with the adoption of the 2014 budget.

Chairman Joseph Walsh reported that the Second Class Township Code requires municipalities to reorganize on the first Monday of the year. January 6, 2014 is the date for the Montgomery Township reorganization meeting. Resolution #17, made by Supervisor Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized the advertisement of the reorganization meeting of the Township for Monday, January 6, 2014 at 8:00 p.m.

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 10:00 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval Township Manager Memorandum of Agreement

MEETING DATE: January 6, 2014 ITEM NUMBER: #22

MEETING/AGENDA: ACTION XX CONSENT NONE

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

INITIATED BY: Lawrence J. Gegan, Township Manager  BOARD LIAISON: Chairman, Board of Supervisors

BACKGROUND:

The term of the current Memorandum of Agreement with the Township Manager expired as of December 31, 2013. A draft agreement has been prepared to extend the term of employment of Lawrence J. Gegan as Township Manager for a two year period to be effective January 1, 2014 to and through December 31, 2015. The agreement includes a description of the Duties of the Manager, Salary, Township Vehicle and Equipment, Benefits, Provisions for Removal, Terminal Leave and Notice of Resignation, Definition of "Just Cause" and Miscellaneous and General Provisions.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: As provided for in the approved 2014 Township Budget.

RECOMMENDATION:

The Board of Supervisors is requested to consider authorization for execution of the Township Managers Memorandum of Agreement effective for the period of 1/1/2014 to 12/31/2015.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors that we hereby authorize execution of the Township Managers Memorandum of Agreement effective for the period of 1/1/2014 to 12/31/2015.

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.

DRAFT

**MEMORANDUM OF AGREEMENT BETWEEN
MONTGOMERY TOWNSHIP AND LAWRENCE J. GREGAN**

THIS IS AN AGREEMENT, made this ____ day of January, 2014, by and between the **TOWNSHIP OF MONTGOMERY** ("Township"), by and through its Board of Supervisors ("Board") and **LAWRENCE J. GREGAN** ("Gregan") setting forth Gregan's terms and conditions of employment.

WHEREAS, the Board desires to employ the services of Gregan as Township Manager;
and

WHEREAS, Gregan desires to be employed as Township Manager of Montgomery Township.

NOW, THEREFORE, in consideration of the covenant contained herein, the parties agree as follows:

SECTION I. TERM OF AGREEMENT

This Agreement shall become effective on January 1, 2014, and shall continue in effect through and including December 31, 2015.

Notwithstanding the term of this Agreement, the Township and Gregan acknowledge and agree that Gregan at all times shall remain an at-will employee who is subject to termination for any reason or for no reason at all at any time during or after the term of this Agreement. Nothing contained herein shall alter the at-will presumption of employment, serve to provide Gregan with a reasonable expectation of ongoing employment or convey a property right in continued employment to Gregan.

SECTION II. DUTIES OF MANAGER

Township agrees to employ Lawrence J. Gregan in an at-will capacity as Township Manager to perform the duties specified in the Township Manager Ordinance, as well as such other mandatory and/or lawfully permissible and proper essential job functions, specific tasks or directives issued or assigned by the Board from time to time. Gregan agrees to perform the above duties to the best of his ability.

SECTION III. SALARY

Township agrees to pay Gregan an annual salary for 2014 in the amount of one hundred thirty thousand dollars (\$135,000). This annual salary shall be effective as of January 1, 2014. Effective January 1, 2015, Gregan's annual salary shall be increased to one hundred forty thousand dollars (\$140,000).

Payments shall be made with the same frequency as other non-police employees within the Township and consistent with the Township's normal payroll practices.

As the highest-ranking management employee of the Township, Gregan shall be considered an "exempt" employee for overtime purposes and, therefore, shall not be entitled to any additional compensation (i.e., overtime pay or compensatory time off) for any hours worked over 40 during any given workweek.

SECTION IV. TOWNSHIP VEHICLE & EQUIPMENT

The Township shall provide to Gregan a mid-sized automobile to perform the duties of Township Manager, and shall pay the liability, property damage and comprehensive insurance, and the operation, maintenance and repair costs of the vehicle. Unless authorized in writing by the Township, Gregan shall use the vehicle only for official use, and for *de minimis* personal use within a 25 mile radius of the Township.

The Township shall also provide to Gregan a cellular phone, cellular calling plan and a laptop computer, required for Gregan to perform the duties of Township Manager, each of which are to be used for official business only.

It is understood that the vehicle, cellular phone and plan, and laptop shall at all times remain property of the Township and shall be relinquished to the Township upon request by the Board.

SECTION V. BENEFITS

Township agrees to provide health care, vision and dental benefits to Gregan, his spouse and any eligible dependents in the same manner and amount and subject to any applicable co-payments or premium payments as are applicable to other non-police department-head-level Township employees. Additionally, Gregan shall be entitled to life and disability insurance, retirement benefits, vacation leave, sick leave and holidays in the same manner and at the same level as the Township provides to other non-police department-head-level Township employees as set forth in the Township's Personnel Policy Procedure Manual, as may be amended from time to time.

SECTION VI. REMOVAL, TERMINAL LEAVE & NOTICE OF RESIGNATION

It is understood that, as an at-will employee, the Township may remove Gregan at any time and that Gregan may resign at any time.

In the event Gregan is involuntarily removed by the Township for reasons other than “just cause,” as defined below, the Township agrees to continue Gregan’s full salary and health insurance benefits for a period of six (6) months from the date of notice of termination (“the Terminal Leave Period”). If, during the Terminal Leave Period, the Township changes insurance carriers and/or the level of benefits generally provided to other non-police employees, it shall not be a violation of this Agreement for the Township to apply such changes equally and automatically to Gregan. No other compensation or benefits beyond salary continuation and health coverage shall be due or payable to Gregan during the Terminal Leave Period. However, the 6-month Terminal Leave Period shall count as years of service for the limited purpose of pension accrual and vesting, and Gregan shall be responsible during this time for making any participant contributions to any applicable pension fund that may then be required of the Township’s remaining active non-police employees. During the Terminal Leave Period, Gregan agrees that, for no additional compensation, and at the request of the Township, he shall assist with the selection of a suitable replacement and with the transition of responsibilities to any such replacement, even if such replacement is an interim appointment.

If Gregan is terminated for “just cause,” as defined below, the Township shall have no obligation to provide the Terminal Leave Period or attendant salary or benefits.

“JUST CAUSE” DEFINED: For purposes of this Agreement, “just cause” shall be defined as any misconduct that brings disrepute upon the Board of Supervisors, Township or any of its departments, or if Gregan engages in any misconduct involving fraud, dishonesty or moral turpitude, regardless of whether or not such conduct is criminal in nature or results in a criminal prosecution and/or conviction. It shall also constitute “just cause” under this Agreement if Gregan knowingly engages in insubordinate behavior by failing or refusing to comply with a lawful directive of the Board. In the event that the Township believes that there exists just cause for termination as a result of insubordination on the part of Gregan, the Township agrees to provide to Gregan written warning and a reasonable opportunity to comply with the directive.

In the event Gregan resigns from his position of his own accord, the above-described paid Terminal Leave Period shall not be available. In the event of such resignation, Gregan shall give the Board at least sixty (60) days prior written notice.

Regardless of the manner of separation of Gregan from his employment with the Township, Gregan shall be compensated for all accrued vacation leave time on a lump sum basis.

If any provision, or any portion thereof, contained in this Agreement is declared by a court of competent jurisdiction to be invalid, such decision shall not affect the Agreement as a

whole or any part hereof, and any remaining provisions shall remain enforceable to the fullest extent possible by law.

SECTION VII. MISCELLANEOUS & GENERAL PROVISIONS

It is agreed and understood by the parties that all provisions of this Agreement shall be governed and interpreted under the laws of the Commonwealth of Pennsylvania and in a manner consistent with Act 74 of 2011.

This Agreement shall supersede in the entirety any prior Memoranda of Agreement, employment agreements or similar documents and understandings between the parties, which shall be deemed null and void upon the execution of this Agreement.

This Agreement shall not be modified except in writing and upon mutual consent of the Township and Gregan.

If any provision, or any portion thereof, contained in this Agreement is declared by a court of competent jurisdiction to be invalid under Act 74 of 2011 or any other legislation, such decision shall not affect the Agreement as a whole or any part hereof, and any remaining provisions shall remain enforceable to the fullest extent possible by law.

LAWRENCE J. GREGAN:

Lawrence J. Gregan,
Township Manager

Date

**ON BEHALF OF THE TOWNSHIP OF
MONTGOMERY:**

Board of Supervisors

_____, Chairman,

Date

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Execute DCED Grant Award Agreement- Accessible Playground and Spray Park

MEETING DATE: January 6, 2014

ITEM NUMBER: #23

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Stacy Crandell
Assistant to the Township Manager

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

BACKGROUND:

On November 21, 2013, Montgomery Township received notice that the Township was awarded a grant in the amount of \$250,000 through the Commonwealth Financing Authority Department of Community and Economic Development's Greenways, Trails, and Recreation Program.

The Grant will be used to help fund construction of a spray park and an accessible playground at the Township's new Community/Recreation Center to be located at the corner of Stump Road and Horsham Road. This addition will provide an 'accessible' playground and spray park, which will be the first playground in the Township to have this capability of providing recreation activities for everyone including individuals with physical disabilities.

The Township has received the grant agreement that needs to be sent back to the State. The agreement was reviewed by the Township Solicitor.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Township Staff recommends the Board authorize the Township to execute the grant agreement.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the Township to execute the DCED Greenways, Trails and Recreation Program Grant Agreement from the Commonwealth Financing Authority for the \$250,000 grant for the spray park and accessible playground at the future Community Center.

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.



December 16, 2013

Lawrence J. Gregan, Township Manager
MONTGOMERY TOWNSHIP
1001 Stump Road
Montgomeryville PA 18936-9605

Dear Grantee:

Enclosed is one copy of your Greenways, Trails and Recreation Program commitment letter and grant agreement in the amount of \$250,000. The assigned grant number for this project is C000056045 and should be used in all future correspondence regarding the status of your grant or payments.

Please have two (2) officials or authorized representatives of your organization sign the grant agreement with original signatures, titles and dates entered. The commitment letter, attached to the grant agreement as Appendix A & B, must also be signed with original signatures as noted. Return the SIGNED GRANT AGREEMENT IN ITS ENTIRETY as soon as possible to:

Matthew Karnell, Director
Department of Community and Economic Development
Center for Business Financing – CFA Programs Division
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225

When executed, a complete copy of the fully signed grant agreement will be returned to you for your files. It should be pointed out that this grant agreement is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and authenticated by all required signatures. Any costs incurred by the Grantee prior thereto may be deemed incurred at the Grantee's risk.



Center
for Business
Financing,
Site
Development

Commonwealth
Keystone Building
400 North Street
4th Floor

Harrisburg
Pennsylvania
17120-0225

tel: 717.787.6245
fax: 717.772.3581
866-GO-NEWPA | newPA.com

Page Two

Please note that the funds provided under this grant agreement are State funds. You should be aware that the Authority does not accept "Single Audits" for State funded grant agreements. If you have any questions regarding the audit requirements under this grant agreement, you may contact the CFA Programs Division at 717-787-6245.

Under Article IV, Bonding, Insurance and Tax Liability Requirements, the Department waives the fidelity bonding requirement set forth in Article IV of the Contract.

Please be advised, that the activities, eligibility requirements, and other information contained in your Commitment Letter (Appendix A & B) and in your application are legally binding.

Please review your entire grant agreement carefully for compliance requirements. If you have a question as to the applicability of a particular provision, please contact the Center for Business Financing, CFA Programs Division at (717) 787-6245.

Sincerely,

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

Matthew Karnell, Director
CFA Programs Division

Enclosures

**COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY**

**GREENWAYS, TRAILS, AND RECREATION PROGRAM
GRANT AGREEMENT**

This Contract, entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Commonwealth Financing Authority (the "Grantor" or "Authority"), and

**MONTGOMERY TOWNSHIP
1001 Stump Road
Montgomeryville PA 18936-9605**

(the "Grantee").

BACKGROUND:

Section 2315(a.1)(1)(iv) of the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315), referred to by the Authority as Act 13, authorizes the Commonwealth Financing Authority to award grants to eligible applicants for planning, acquisition, development, rehabilitation and repair of greenways, recreational trails, open space, parks and beautification projects.

The General Assembly of the Commonwealth has appropriated funds to the Commonwealth Financing Authority to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I
AMOUNT OF THE CONTRACT**

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) AND NO CENTS-----** or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

ARTICLE II EFFECTIVE DATES

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on **JUNE 30, 2015**, subject to the other provisions of this Grant.

The Effective Date shall be the date the fully executed Grant is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Grant is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

ARTICLE III PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between **NOVEMBER 21, 2013** and **JUNE 30, 2015** (the "Grant Activity Period") as follows:

- (1) Subject to the availability of state funds and other terms and conditions of this Grant, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Grant or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant and the Grantor may adjust payment to the Grantee accordingly.

- (2) Initial payments to the Grantee to perform the activities under this Grant and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

To receive payments under this Grant, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

(b) Conditions for Payment:

- (1) Grant payments under this Grant shall be conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.
- (2) Costs allocated to program administration shall be limited to those set forth in the project budget or as otherwise revised in accordance with the amendment provisions of this Grant set forth in the Article entitled Amendments and Modifications.
- (3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.

(c) The Grantee shall charge to the project account all approved costs of the project. All such costs, including activities contributed by the Grantee or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

(d) Conditions for Repayment of Grant Funds:

- (1) Misuse or Failure to Use Funds.
 - (A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.
 - (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Grant for purposes of and in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.
 - (C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of

any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.

- (2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

In the event that the Grantee

- (i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor.

ARTICLE IV BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS

- (a) Fidelity Bonding:

Unless otherwise authorized by the Grantor, the Grantee shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers and/or handle or control funds, checks, securities or property. If a check signing machine is used which is not operated under the direct supervision of the authorized signer or counter-signer, the machine operator shall be bonded in the same amount as the check-signer. The amount of the bond required shall be adequate to insure the security of all funds received under this Grant as determined by the Grantor and such bond must be maintained until the Grant is closed out by the Grantor.

- (b) Hold Harmless:

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Grant; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury

and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(c) Other Liability Requirements:

The Grantee shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Grant.

ARTICLE V
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS

All activities authorized by this Grant shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Grant is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations.

(b) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate

against or intimidate any of its employees on account of gender, race, creed, or color.

- (3) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- (4) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- (5) The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the Grantor and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the Grantor.
- (6) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- (7) The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Grantor may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

(c) Compliance with the State Contractor Responsibility Program:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity

under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Grantee may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- (1) The Grantee must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Grantee, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Grantee cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- (2) The Grantee must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- (3) The Grantee's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination date thereof. Accordingly, the Grantee shall have an obligation to inform the Grantor if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (4) The failure of the Grantee to notify the Grantor of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant with the Commonwealth.
- (5) The Grantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth, which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- (6) The Grantee may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at

http://www.dgsweb.state.pa.us/DebarmentList_portlet/
contacting the:

or

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

(d) Compliance with the Offset Provision for Commonwealth Grants:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other contract with the Commonwealth.

(e) Compliance with The Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Grant or from activities provided for under this Grant. As a condition of accepting and executing this Grant, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth as a result of the Grantee's failure to comply with the provisions of the above paragraph.

(f) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Grant they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(g) Contractor Integrity Provisions:

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

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

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

material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

- (9) Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law*, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
- (A) Approved in writing by the Commonwealth prior to its disclosure; or
 - (B) Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - (C) Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - (D) Necessary for purposes of Contractor's internal assessment and review; or
 - (E) Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - (F) Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
 - (G) Otherwise required by law.
- (10) Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has

been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- (A) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (B) Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (I) obtaining;
 - (II) attempting to obtain; or
 - (III) performing a public contract or subcontract.

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

- (C) Violation of federal or state antitrust statutes.
- (D) Violation of any federal or state law regulating campaign contributions.
- (E) Violation of any federal or state environmental law.
- (F) Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- (G) Violation of the Act of June 2, 1915 (P.L.736, No. 338), known as the Workers' Compensation Act, 77 P.S. 1 et seq.
- (H) Violation of any federal or state law prohibiting discrimination in employment.
- (I) Debarment by any agency or department of the federal government or by any other state.
- (J) Any other crime involving moral turpitude or business honesty or integrity.

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

- (11) If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - (A) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - (B) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.
- To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.
- (12) Contractor shall comply with requirements of the *Lobbying Disclosure Act*, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- (13) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
- (14) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or

requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

- (15) Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
- (16) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- (17) For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
 - (A) "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - (B) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been

disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

- (C) "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
 - (D) "Financial interest" means:
 - (I) Ownership of more than a five percent interest in any business; or
 - (II) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (E) "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - (F) "Immediate family" means a spouse and any unemancipated child.
 - (G) "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
 - (H) "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.
- (h) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the

labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

- (a) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (b) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

- (a) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and
- (b) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

(i) Right to Know Law Provisions

- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Commonwealth Financing Authority.
- (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or

Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

- (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (8) Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights

or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

- (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

ARTICLE VI ASSIGNMENT, TRANSFER, COLLATERAL USE

This Grant shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

ARTICLE VII INDEPENDENT CONTRACTOR

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

ARTICLE VIII INTEREST OF PARTIES AND OTHERS

No officer, member, employee, independent contractor or elected official of the Authority and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Grant shall participate in any decision relating to this Grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Grant or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Grant. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Grant.

The Grantee represents and warrants that no elected state official or any employee of the Grantor or a member of such elected state official's or the Grantor's employee's immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person

shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Grant. Further, the Grantee represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Grant.

ARTICLE IX SUBCONTRACTS

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Grant. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b). In addition, all subcontracts involving the pass through of Grant funds to subrecipients must include the audit requirements contained in the Article entitled Grant Audit and Closeout Requirements. The Grantee is responsible for ensuring that all required audits of subcontractors are performed, and for resolving any findings contained in the audit reports. All costs deemed unallowable in the subcontract audit report are required to be returned to the Grantor, through the Grantee.

ARTICLE X BIDDING REQUIREMENTS

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Grant. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Grant and repayment of all or a portion of the funds available under this Grant. Upon written request and for good cause shown, the Grantor may, at the Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

ARTICLE XI RECORDS

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Grant, and reflecting all matters and activities covered by this Grant.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Grant and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Grant by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

ARTICLE XII PROGRESS REPORTS

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information relative to the Grant as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Grant.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Grant until such time as the required reports are submitted.

ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant
from the Commonwealth of Pennsylvania, Commonwealth Financing Authority."

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Grant. Acknowledgment of Commonwealth financial assistance may be

combined with acknowledgment of other funding sources on project signs or in project publications.

ARTICLE XIV CONTRACT AUDIT AND CLOSEOUT REQUIREMENTS

This Grant is funded entirely with state funds. If the amount of the Grant is less than \$100,000.00 the Grantee is exempt from all audit requirements and should refer to the procedures issued by the Grantor for instructions on closeout of this Grant.

If the amount of the Grant is \$100,000.00 or more, a final audit of the entire Grant (Project Audit) is required by the Grantor within 120 days after the termination of project activities but no later than 120 days after the Grant termination date. This audit is the responsibility of the Grantee. Audits performed under the Single Audit Act of 1984 will not be accepted in lieu of a Project Audit required under this Grant.

The Project Audit must be performed by a certified public accountant. The Grantee is responsible for securing a qualified auditor, however, the Grantor reserves the right of selection or prior approval of the independent auditor to perform the audit. The Project Audit must be a financial audit conducted in accordance with the provisions of the U.S. General Accounting Office's Government Auditing Standards, current revision, and contain all the requirements detailed in the Grantor's "Procedures for Closeout of Grants." Unless otherwise authorized by the Grantor, the audit must include those funds received under this Grant as well as any required private match funds and encompass the entire Grant Activity Period. Other grant periods may also be specified at the discretion of the Grantor and the Grantor reserves the right to designate additional compliance factors for state financial assistance programs.

The Grantor will determine any overpayment or underpayment and any additional auditing deemed necessary and inform the Grantee of the settlement amount.

The Grantee agrees that if the final audit of the Grant as accepted by the Grantor or any duly authorized representative discloses that the full amount of the Grant was not required to complete the project or that funds were improperly used, then the funds unused, improperly used or expended but not required to complete the project, shall be repaid to the Grantor with interest unless otherwise directed in writing by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform additional audits of a financial or performance nature if deemed necessary. Any such additional audit work will rely on work already performed by the Grantee's auditor, and the costs for any additional work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee.

All terms and conditions of this Grant will remain in effect and be binding upon the parties thereto until a final audit is submitted and accepted by the Grantor.

None of the above provisions under this article exempts the Grantee from maintaining records of state financial assistance programs or providing upon request, access to such records to the Grantor or its authorized representatives.

The submission of a Single Audit in accordance with the Single Audit Act and related Circulars does not exempt the Grantee from complying with all Project Audit and any closeout procedures as may be issued by the Grantor, including, but not limited to, the submission of a financial statement of the project after termination of project activities.

For additional information on audit and general closeout requirements, the Grantee should refer to the procedures for closeout of contracts issued by the Grantor.

ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT

Upon written notice and at any time during the period covered under this Grant, the Grantor may suspend payments and/or request suspension of all or any part of the Grant activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Grant is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Grant within a reasonable period of time.

This Grant is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Grant until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor will resume payments under this Grant.

ARTICLE XVI TERMINATION OF THE CONTRACT

The Grantor may terminate this Grant at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise

appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof.. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

ARTICLE XVII ENTIRE AGREEMENT

This Grant, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Grant shall be construed in any manner so as to create any rights in third parties not party to this Grant. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

ARTICLE XVIII AMENDMENTS AND MODIFICATIONS

A properly executed Grant amendment is required to change the termination date of this Grant, to change the Grant Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Grant. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Grant.

ARTICLE XIX SEVERABILITY

Should any section or any part of any section of this Grant be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Grant.

ARTICLE XX CONSTRUCTION

This Grant shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Grant are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

ARTICLE XXI
NONWAIVER OF REMEDIES

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Grant in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Grant or as having in any way or manner modified or waived the same.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

MONTGOMERY TOWNSHIP

For Authority signatures only



Federal Identification Number **236005687**

Commonwealth Financing Authority

GRANTEE: Please sign & complete at "X's" only



X By _____ (Seal)

X Title _____

X Date _____

X By _____

X Title _____

X Date _____

For Commonwealth signatures only



Approved as to Legality and Form

Authority Counsel Date

Office of Attorney General Date

Executive Director

Date



COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY

December 13, 2013

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

Re: Greenways, Trails, and Recreation Program
(GTRP)
Grant \$250,000
Montgomery Township Playground and
Spray Park Project

Dear Mr. Gregan:

I am pleased to inform Montgomery Township (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held November 21, 2013, approved your application (*the "Application"*) for a grant in an amount up to TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) (*the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made therein and in no event will the grant amount exceed 50% of the total project cost.

The grant will be used by the Applicant for the construction of a playground and spray park (*the "Project"*) at the property located in Montgomery Township, Montgomery County, Pennsylvania. The following conditions shall apply to the Grant award:

1. The Applicant must provide the CFA with copies of all executed contracts for all Project-related work to be performed. All contracts must contain the nondiscrimination/sexual harassment provision enclosed as Exhibit A and a certificate of insurance.
2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, alteration, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 705-7256. Please refer to Exhibit B of this commitment letter for further information regarding the Pennsylvania Prevailing Wage Act.

APPENDIX A & B

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3. The Applicant must provide the CFA with copies of all approved permits, if applicable.
4. Receipt by the CFA of satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
5. Compliance with the program guidelines.
6. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant must comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement.
7. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with Grant funds.
8. The Applicant may not make or authorize any substantial change in an approved project without first obtaining the consent of the CFA in writing.
9. The Applicant will maintain full and accurate records with respect to the Project. The CFA shall have free access to such records and to inspect all project work, and other relative data and records. The Applicant must furnish upon request of the CFA all data, reports, contracts, documents, and other information relevant to the Project as may be requested.
10. The Project must be completed prior to the expiration of the grant agreement.
11. This commitment is contingent upon the availability of funds for the program identified on page one of this commitment letter, which program was established under the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315) and upon the balance of the financing being finalized as outlined in your Application.
12. In addition to the requirements set forth in Article XIII of the Grant Agreement, entitled *Acknowledgment of Commonwealth Assistance*, the Applicant will be required to (a) acknowledge on any publication concerning the Project or any sign erected at the Project site, if applicable, that the funding provided by the CFA was made possible by funds transferred to the CFA from the Marcellus Legacy Fund; and (b) maintain any sign erected at the Project site on a permanent basis.
13. The Applicant will be required to submit a copy of any reports prepared with the assistance of Grant funds to the CFA before final payment of the Grant is made.

APPENDIX A & B

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Mr. Gregan

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Exhibit C further describes the procedure to access the Grant funds after all of the necessary conditions are met.

This commitment will expire forty-five (45) days from the date of this letter unless we have received your written acceptance by returning the original commitment letter fully executed. Our receipt of the signed commitment letter will constitute your authorization to incur costs for reimbursement.

If you should have any questions regarding this Grant, please contact the Center for Business Financing, Site Development Division at (717) 787-6245. The signed commitment letter should be returned to Brian D. Eckert, Director, Site Development, Center for Business Financing, 400 North Street, 4th Floor, Commonwealth Keystone Building, Harrisburg, PA 17120.

Sincerely,



Scott D. Dunkelberger
Executive Director

The foregoing terms and conditions are hereby agreed to and accepted this _____ day of _____, 2013.

ATTEST:

MONTGOMERY TOWNSHIP

Secretary

(SEAL)

By:

FEDERAL TAX IDENTIFICATION NUMBER

APPENDIX A & B
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EXHIBIT A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, Grant Applicant (known herein as "Grantee") agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.
6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

APPENDIX A & B

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EXHIBIT B

PREVAILING WAGE ACT

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on "public work" as defined in the PWA. Information on the PWA and the definition of "public work" may be found at www.dli.state.pa.us/laborlaw by clicking on the link to Prevailing Wage Act.

The Act's definition of "public work" has been applied to projects undertaken by private entities, but receiving government assistance.

The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner's in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I's Bureau of Labor Law Compliance (717-705-7256) with questions about the PWA and/or if you would like L&I's assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at www.dli.state.pa.us/laborlaw. From that webpage, click the links to Prevailing Wage or Prevailing Wage Act. You will see a link for "Online Prevailing Wage Application & Rate Search." Follow that link to Prevailing Wage Rates Determination Request Form to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.

EXHIBIT C

INSTRUCTIONS FOR RECEIVING GRANT FUNDS

The grant award is contingent upon receipt and execution of documents as stated in this letter. Failure to accomplish this may result in the rescindment of your Grant, as required by applicable law. Listed below are the steps you must follow.

GRANT AGREEMENT

Once the Grant Agreement is mailed out, please sign the Grant Agreement and Commitment Letter and return it as instructed in the grant cover letter. The signature process requires approximately 45 days. One fully executed copy of the grant agreement will be returned to you with a copy of a payment request form for requesting payment.

Payment of Funds

Submit to the CFA all executed construction contracts, invoices, and any other applicable documents related to the Project. All contracts must include the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and any other documents required in the Grant Award Letter.

Where applicable, comply with the Pennsylvania Prevailing Wage Act which requires that the specifications for every contract for public work to which a public body is a party contain a provision that the prevailing wage rate be paid to workmen employed in the performance of the contract.

The Applicant agrees to provide general liability, property damage and workmen's compensation insurance, against any and all claims arising out of the activities undertaken pursuant to the grant which are to any extent financed by the funds from this Grant. The Applicant agrees to maintain such insurance and to name the CFA as an additional insured on such policies of insurance. Further, the Applicant agrees to notify the CFA of any change or cancellation of such insurance policies.

When you have submitted the required documents to this office, complete the payment request form following the sample provided and return it to this office. The payment request will take from 2-3 weeks to process.

APPENDIX A & B
Contract # C000056045
Page 6 of 7

PAYMENT REQUESTS

The CFA requires the Applicant to provide completed payment request forms and accompanying invoices verifying the costs incurred for the Project. Grant funds will not be disbursed until the CFA receives copies of all required permit approvals.

The Applicant will provide a payment request form requesting **reimbursement** of any eligible costs after the receipt of the fully executed grant agreement. Funds will be disbursed at 50% of actual approved costs incurred.

Matching Funds: Please be aware of the following when submitting documentation of matching funds:

- 1) Applicants must provide evidence that sufficient match is in place at the time a request for disbursement is made.
- 2) Matching funds need to be documented by copies of invoices and evidence of payment.
- 3) When documenting staff time, please include a spreadsheet listing the name of the person, the activity, the number of hours worked, the salary rate, the date and type of work that was performed. Fringe benefits are not eligible for reimbursement.
- 4) All donated time used for matching funds will be valued at \$7.25/hr.

The Applicant should continue to submit payment requests. Each subsequent payment request must be accompanied by invoices verifying costs incurred. Final invoices must be submitted following the completion of the Project for **costs incurred prior to the expiration of the grant agreement. Costs incurred after the expiration date are not eligible for reimbursement.**

NOTE: Fees for securing other financing, as well as interest charges on borrowed funds, are not eligible for reimbursement.

FINAL INSTRUCTIONS

All payment requests and invoices must be submitted no later than the 1st day of the second month after the expiration date.

Should you have any questions, do not hesitate to contact:

Pennsylvania Department of Community
and Economic Development
Center for Business Financing
400 North Street – 4th Floor
Harrisburg, Pennsylvania 17120
(717) 787-6245

APPENDIX A & B
Contract # C000056045
Page 7 of 7

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider award of Bid 2014-01 for Township Facilities Waste & Single Stream Recyclable Materials Collection & Disposal

MEETING DATE: January 6, 2014

ITEM NUMBER: #24

MEETING/AGENDA: WORK SESSION

ACTION **xx**

NONE

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

INITIATED BY: Shannon Q. Drosnock
Finance Director 

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

BACKGROUND:

On November 25, 2013 the Board authorized staff to solicit bids to provide Township Facilities Waste and Single Stream Recyclable Materials Collection & Disposal for a contract to be effective February 4, 2014 through December 31, 2016. The legal notice of the bid was advertised on the 6th and 9th of December and the bid opening was held on December 20th. Upon review of the bids it was determined that the lowest qualified bid was received from Allied Waste based on the monthly bid price as shown in the attached bid tabulation sheet.

Allied currently provides the waste and recyclable materials collection service for the Township Building, the Public Works Garage and the special cardboard materials collection. All of these services will transition to the new contract rate under the bid award beginning February 2014 with staggered start dates as described in the bid.

Waste Management currently provides waste collection and disposal services to the two Fire Stations. These services will transition to Allied Waste in September 2014 when the current contracts expire.

By combining all five independent contracts into a single contract it is projected the Township will save a total of approximately \$30,000 per year over the life of the contract.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

November 25th authorized solicitation of bids.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The 2014 budget was approved based upon the 2013 waste collection/disposal rates, therefore the bid award will allow the waste removal/disposal expenses to be approximately \$30,000 under budget for 2014.

RECOMMENDATION:

Staff recommends that the Board of Supervisors award Bid 2014-01 - Township Facilities Waste & Single Stream Recyclable Materials Collection & Disposal to Republic Services, DBA Allied Waste.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby award bid 2014-01 for Township Facilities Waste & Single Stream Recyclable Materials Collection & Disposal to Republic Services doing business as Allied Waste based on their bid response at the following costs and effective dates:

Pickup Location	Monthly Bid Price
Township Building (Waste) 1001 Stump Road - Effective February 4, 2014	\$140.00
Battalion 1 Fire Station 325 Stump Road – Effective September 10, 2014	\$90.00
Battalion 2 Fire Station 441 Doylestown Pike - Effective September 10, 2014	\$68.00
Township Building (Recycling) 1001 Stump Rd Effective February 11, 2014	\$140.00
Public Works Building 90 Domorah Drive - Effective June 21, 2016	\$300.00

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.

Township Facilities Waste and Single Stream Recyclable Materials Collection Disposal
Bid 2014-01

	AW	Leck	WM	Solid/JP
Twp Bldg	4,876.20	4,919.74	4,841.37	6,513.21
Batt 1	2,493.00	2,608.51	3,019.30	4,182.70
Batt 2	1,883.60	1,304.12	2,160.60	3,324.00
BLDG No.4	4,844.00	6,920.00	4,774.80	6,262.60
PW BLDG No.5	1,899.00	2,384.38	2,069.91	2,323.11
Sum of Bid Total	15,995.80	18,136.75	16,865.98	22,605.62

MONTHLY BID PRICE

	AW	Leck	Solid/JP	WM
Twp Bldg	140.00	141.25	187.00	139.00
Sum of Batt 1	90.00	94.17	151.00	109.00
Sum of Batt 2	68.00	47.08	120.00	78.00
Sum of Twp BLDG No.4	140.00	200.00	181.00	138.00
Sum of PW BLDG No.5	300.00	376.68	367.00	327.00
Sum of Bid Total	738.00	859.18	1,006.00	791.00

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Execute Temporary Construction Easement Agreement with Simon Property Group, Inc.

MEETING DATE: January 6, 2014 ITEM NUMBER: *425*

MEETING/AGENDA: ACTION XX CONSENT NONE

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

INITIATED BY: Lawrence J. Gegan, Township Manager *LJG* BOARD LIAISON: Chairman, Board of Supervisors

BACKGROUND:

A condition of the approval of the Land Development Plan for the Wegmans project was a requirement for Simon Property Group, Inc. to install 90 feet of new sidewalk along North Wales Road within an easement area previously granted by the Montgomery Township Sewer Authority to the Township.

In order for Simon Property Group's contractor to perform the work, the Township will need to grant a temporary access to the easement area to perform the installation. The attached easement agreement has been prepared by the Township Solicitor to grant this approval subject to conditions as outlined in the easement document.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None. The installation of the sidewalk improvements is the responsibility of Simon Property Group, Inc.

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize execution of the attached Temporary Construction Easement Agreement with Simon Property Group Inc.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors that we hereby authorize execution of the Temporary Construction Easement Agreement with Simon Property Group, Inc.

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.

PREPARED BY/ RETURN TO:

FRANK R. BARTLE, ESQUIRE
ROBERT J. IANNOZZI JR., ESQUIRE
DISCHELL BARTLE & DOOLEY, PC
1800 Pennbrook Parkway, Suite 200
Lansdale, PA 19446
215-362-2474
Fax 215-362-6722

Property Address: 550 North Wales Road
Parcel Number: 46-00-00730-01-6

**A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
BETWEEN SIMON PROPERTY GROUP, INC., AND
MONTGOMERY TOWNSHIP**

[For the purpose of granting Simon Property Group, Inc., access to the easement area on the Property to install additional sidewalk]

**A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
BETWEEN SIMON PROPERTY GROUP, INC. AND
MONTGOMERY TOWNSHIP**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is made this _____ day of _____, 2014 between Montgomery Township ("Township") and Simon Property Group, Inc. ("Simon").

BACKGROUND

- A. The Montgomery Township Municipal Sewer Authority ("Authority") is the owner of the 1.445 acre property located at 550 North Wales Road within the Township's R-2 zoning district ("Property"), further identified as tax parcel number 46-00-0730-01-6.
- B. On June 19, 2002, the Montgomery Township Municipal Sewer Authority granted Township an easement over a certain rectangular 63,000 square feet of the Property for the purposes of constructing certain frontage improvements in and along North Wales Road ("Authority Easement").¹
- C. Exhibits "A" and "B" of the Authority Easement describe the portion of the Property over which the Easement is located ("Easement Area").²
- D. Township seeks to install additional sidewalk within the Easement Area.³
- E. In furtherance of its approved 2013 Montgomery Mall Expansion, Simon has agreed to install the additional sidewalk to the satisfaction to the Township Engineer.
- F. The purpose of this Easement is to (1) grant Simon temporary access to the Easement Area to install the additional sidewalk; and (2) to memorialize the parties understanding that once the additional sidewalk has been installed to the satisfaction of the Township Engineer, Simon will have no further responsibility for the maintenance and repair of the additional sidewalk it installed.
- G. Township is willing to grant the Easement to Simon upon the following terms and conditions.

¹ See Authority Easement, attached as Exhibit 1.

² See Exhibit 1, Exhibits "A" and "B".

³ See Sidewalk Extension Plan, attached as Exhibit 2.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and in consideration of the sum of \$1.00 paid to Township by Simon, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. Easement to Simon to Install Additional Sidewalk. Township hereby grants to Simon, its successors, assigns employees, contractors, and agents, the full and uninterrupted authority to enter upon the Easement Area to install the additional sidewalk, as set forth in Exhibit 2, to the satisfaction of the Township Engineer.
2. Easement Duration. The Easement will expire upon Township Engineer's written confirmation, after inspection, that the additional sidewalk was been installed to his satisfaction.
3. Work within Easement Area. Simon shall ensure that all work done in the Easement Area is done in a good and workmanlike manner in accordance with all applicable Township Code provisions and all other applicable municipal and state laws and regulations. The Easement Area shall not, at any time, be left in an unsafe condition and should the Township discover any unacceptable conditions within the aforesaid Easement Area, Simon shall correct the same immediately after receipt of notice from Township.
4. Restoration of Easement Area. Promptly following the installation of the additional sidewalk, Simon, at its sole cost and expense, shall cause the surface of the Easement Area to be restored to as near the condition as possible which existed prior to the maintenance of the Improvements.
5. Township to Maintain and Repair of Additional Sidewalk. Once confirmed the Township Engineer confirms that the additional sidewalk has been installed to his satisfaction, Township shall be solely responsible for the maintenance and repair of the additional sidewalk, in addition to the existing sidewalk within the Easement Area. Simon will neither be responsible for any maintenance and repair of the additional sidewalk within the Easement Area once the Township Engineer confirms in writing that it was installed to his satisfaction, nor existing sidewalk in the Easement Area.

6. Simon to Indemnify Township Simon hereby indemnifies, holds harmless and agrees to defend Township, its successors and assigns from and against all claims, damages, expenses (including, without limitation, reasonable attorney fees and costs), liabilities and judgments by virtue of injuries to persons, loss of life or damage to property occurring during installation of additional sidewalk caused by: (i) the active or passive negligence or willful misconduct of Simon, its successors, assigns, contractors, employees and agents; or (ii) the exercise by Simon of its rights under this Easement Agreement. Such indemnification shall apply to any environmental claims or damages against or to Easement Area caused by Simon in the manners noted above. Simon shall not be indemnified from any claims, damages, expenses, liability or judgments caused by the actions of Township.
7. Simon Insurance. At all times during the term of this Easement, Simon and its agents, contractors and subcontractors shall carry and maintain in full force and effect, commercial general liability insurance covering personal or bodily injury or property damage and worker's compensation insurance in the minimum statutory amount mandated by the Commonwealth of Pennsylvania. Township shall be named as an additional insured on the Simon's commercial general liability insurance policy.
9. Binding Effect. This Easement shall be deemed a covenant running with the land and shall be binding upon and inure to the benefit of the Township and Township and their successors and assigns. Every person who owns, occupies or acquires any right, title, estate or interest in and to the Property does and shall be inclusively deemed to have consented and agreed to every limitation, restriction, condition, and covenant contained herein, whether or not any reference to these covenants is contained in the instrument by which such person acquired an interest in such property, or any portion thereof.
10. Recording. The Township shall ensure this Easement is recorded in the Office for the Recording of Deeds of Montgomery County, Pennsylvania.
11. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
12. Modification. This Easement may not be modified except by the written agreement of Township and Simon.

13. Entire Agreement. This Easement constitutes the entire agreement between the parties and there are no other understanding written or oral.

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

GRANTOR:
MONTGOMERY TOWNSHIP

Chairman

Attest:

LAWRENCE GREGAN
Township Manager/ Secretary

GRANTEE:
SIMON PROPERTY GROUP, INC.

Attest:

Secretary

President

EXHIBIT 1
AUTHORITY EASEMENT

016801

(412)

50
17.00
17.00
17.00
5.00
2.00
3.00

DEED OF EASEMENT

THIS INDENTURE, made this 19th day of June, 2002, by and between
MONTGOMERY TOWNSHIP MUNICIPAL SEWER AUTHORITY (referred to as "Grantor")
and TOWNSHIP OF MONTGOMERY (referred to as "Grantee").

REALTY TRANS. TAX PAID
STATE
LOCAL
PER

BACKGROUND

A. Grantor is the Montgomery Township Municipal Sewer Authority, 1001 Stump Road, Montgomeryville, Pennsylvania, 18936-9605, and is responsible for constructing, acquiring, operating and maintaining a public system of sanitary sewer facilities and sanitary sewer easements within the Township of Montgomery.

B. Grantor is the owner of a certain rectangular parcel of land, approximately 63,000 square feet in size, in Montgomery Township, Montgomery County, Pennsylvania, adjacent to North Wales Road, and with frontage along the northeasterly side of North Wales Road of 200 feet, acquired by the filing of a Declaration of Taking on May 27, 1998, filed in Montgomery County, Pennsylvania as of No. 98-09966, for the purpose of acquiring in fee simple title a certain tract of land described in the Declaration of Taking. The property was acquired for the purpose of constructing, installing, using, operating and maintaining a sanitary sewage storage facility and tank referred to as "Load Shaver" with the public sewer lines and appurtenances needed for said facility.

C. Grantee will construct or cause to be constructed certain frontage improvements in and along North Wales Road required and needed by Grantee, and Grantor desires to grant to Grantee an easement of the necessary frontage area of its property to enable Grantee to have the frontage improvements constructed, installed and completed.

DB 5418 PG 195446-00-90201-00-5

REGISTERED

Don
8/6/02

02 AUG -6 PM 2:30

D. There are attached as Exhibits "A" and "B" a plan and legal description of the land ~~(hereinafter called the "Easement Parcel")~~ describing the portion of the Property over which the easement is located.

AGREEMENT

1. NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee, its successors and assigns, the perpetual right-of-way, easement and privilege to construct, install and complete certain frontage improvements (hereinafter "Easement Rights") required by Grantee on, over, through and within the Easement Parcel described in Exhibits "A" and "B," both of which are made a part hereof.

2. If any of the frontage improvements constructed by Grantee on the Property are located within streets which appear as either public or private streets on the final recorded land development or subdivision plan for the Property, or within rights-of-way, easements or any other interests, which either have been granted and conveyed, are contemporaneously being granted and conveyed, or are in the future to be granted and conveyed by the Grantor to any municipality or other municipality authority, then the Grantor hereby grants and conveys to the Grantee, on the same terms and conditions as all other easements have been granted by this document, an easement to the full width of all such public and private streets, rights-of-way or easements and other interests. The easements granted hereby to Grantee in this paragraph shall exist independently of any failure to accept, shall survive any vacation, and shall survive any defect in the acceptance of any such street, right-of-way, easement or other interests.

3. In furtherance of the Easement Rights hereby granted, Grantee and its successors shall have the right of reasonable access to the Easement Parcel through remaining portions of the Property for such construction, repair and maintenance equipment and personnel as is necessary for the enjoyment of the Easement Rights.

DB 5418 PG 1955

4. The Grantor and its successors shall have the right to occupy and use the surface of the
ground of the Easement Parcel for any purposes in any manner consistent with this deed of easement and
right-of-way and not interfering with the rights herein granted; but no buildings or structures of any kind
(other than paving) shall be located within the Easement Parcel.


5. The Grantee shall at the completion of any work by it in the Easement Parcel restore the
surface to the extent reasonably practicable to the same condition as it was just prior to the
commencement of work by Grantee.

6. The covenants contained in this Deed shall bind the parties hereto, their heirs, executors,
administrators, successors and assigns, and shall run with and bind the Property.

7. The Grantee hereby accepts the grant of the Easement Parcel, the Easement Rights and the
covenants being made by Grantor in this document.

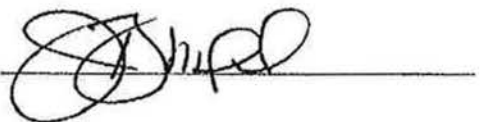
IN WITNESS WHEREOF, and intending to be legally bound by the terms and provisions of this
document, the parties have executed this Deed on the date stated on the first page with the intent that this
shall be filed of record in the office of the Recorder of Deeds, Montgomery County, Pennsylvania.

ATTEST:




Leita Bennett, Secy.
Print Name and Title

ATTEST:

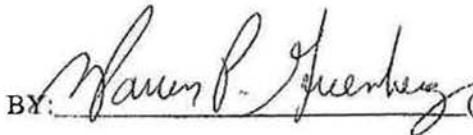


GRANTOR: MONTGOMERY TOWNSHIP
MUNICIPAL SEWER AUTHORITY

BY:  (SEAL)

Dean Humphrey, Chair
Print Name and Title

GRANTEE: MONTGOMERY TOWNSHIP

BY:  (SEAL)

DB 5418 PG 1956

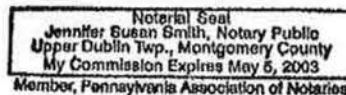
STATE OF Pennsylvania
COUNTY OF Montgomery SS:

ACKNOWLEDGEMENT

ON THIS, the 19th day of June, 2002, before me, the undersigned Notary Public, personally appeared Dean E. Humphrey, who acknowledged himself/~~herself~~ to be the Chairman of MONTGOMERY TOWNSHIP MUNICIPAL SEWER AUTHORITY and that he/~~she~~, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing for the Authority as such officer.

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

Jennifer Susan Smith (SEAL)
Notary Public



08 54 18 PG 1957

DRAFTED BY
TWSWS



HORIZON ENGINEERING ASSOCIATES, LLC

326 Main Street • Suite 100 • Red Hill, PA 18076

Phone (215) 541-1320 • Fax (215) 541-1321

Date: April 24, 2002

ULTIMATE RIGHT-OF-WAY — NORTH WALES ROAD MONTGOMERY TOWNSHIP MUNICIPAL SEWER AUTHORITY

PREPARED AS PART OF

THE RESERVE AT KNAPP FARM

ALL THAT CERTAIN tract or parcel of ground situate in Montgomery Township, Montgomery County, Pennsylvania, being shown on a Right-of-Way Dedication Plan, prepared for Montgomery Township Municipal Authority, by Horizon Engineering Associates, LLC, dated April 24, 2002 and being more fully described as follows:

BEGINNING at a point in a line dividing lands of Montgomery Township Municipal Sewer Authority and Montgomeryville Associates, Inc., said point being located South 50°47'00" East, 12.95 feet from a corner in the title line of North Wales Road (County Road), 65.00 feet wide as widened to 40.00 feet on the southeasterly side, thereof; thence, from said point of beginning, along said lands of Montgomeryville Associates, Inc., South 50°47'00" East, 25.20 feet to a point; thence, through lands of Montgomery Township Municipal Authority and along the ultimate right-of-way of North Wales Road, South 44°22'00" West, 200.00 feet to a point in the line of lands of The Cutler Group, Inc. (equitable owner); thence, along said lands of The Cutler Group, Inc., the following two (2) courses and distances: (1) North 50°47'00" West, 25.20 feet to a corner; (2) North 44°22'00" East, 200.00 feet to the point and place of beginning.

CONTAINING 5,021 square feet of land, be the same, more or less.

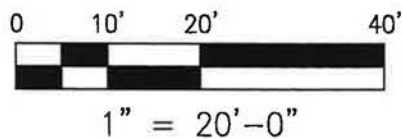
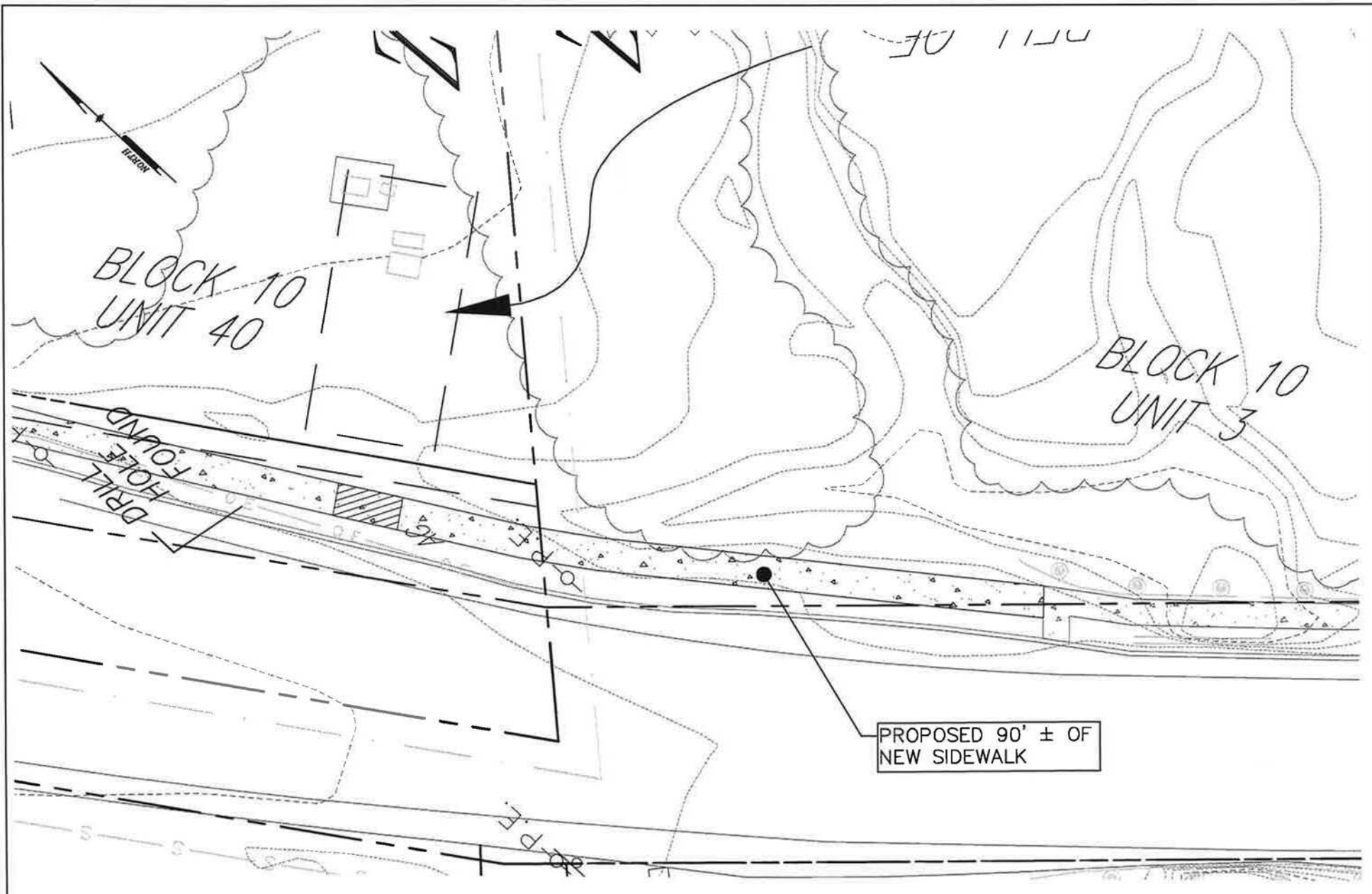


[Handwritten signature]

PRINT DATE: 04/24/2002 005618PG1959

P:\A-HORIZON\ProjAdmin\1009\Legals\1009102.doc

EXHIBIT 2
ADDITIONAL SIDEWALK PLAN



Pennoni Associates Inc.
3001 Market Street, Suite 200
Philadelphia, PA 19104

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES. AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

DRAWN BY: CRP

CHECKED BY: MPK

JOB No. SDBG1101

SCALE: 1"=20'

DATE: 12/19/13

SKETCH No.

EX-4

PROPOSED SIDEWALK PLAN

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Access Easement Agreement for Traffic Signal Equipment – 605 North Wales Road

MEETING DATE: January 6, 2014 ITEM NUMBER: #26

MEETING/AGENDA: ACTION XX CONSENT NONE

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

INITIATED BY: Lawrence J. Gegan, Township Manager *LJG* BOARD LIAISON: Chairman, Board of Supervisors

BACKGROUND:

The traffic signal system at the intersection of North Wales Road and Montgomery Mall Driveway "F" was originally installed in 1985, and is proposed to be upgraded by Simon Properties as part of the Wegman's development project. The improvements include new poles, new signal heads, underground wiring and electronic controls to meet current PennDot standards.

While preparing for the installation, the Township was unable to locate the recorded easement for the installation of the original equipment in the front yard of 605 North Wales Road. In order to properly document the Township's authority to access this property, install, and maintain two new poles with the necessary underground wiring and traffic signal support structures, a new easement has been prepared and presented to the property owner for approval. The current property owner, Ms. Kimberly G. Smith, has agreed to execute the agreement so that the improvements can be completed.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None. The improvements are the responsibility of Simon Properties.

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize execution of the attached Access Easement Agreement.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors that we hereby authorize execution of the Access Easement Agreement between Kimberly G. Smith and Montgomery Township.

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.

PREPARED BY/ RETURN TO:

FRANK R. BARTLE, ESQUIRE
ROBERT J. IANNOZZI JR., ESQUIRE
DISCHELL BARTLE & DOOLEY, PC
1800 Pennbrook Parkway, Suite 200
Lansdale, PA 19446
215-362-2474
Fax 215-362-6722

Property Address: 605 North Wales Road
Parcel Number 46-00-02836-00-7

AN ACCESS EASEMENT AGREEMENT BETWEEN
KIMBERLY G. SMITH AND MONTOMGERY TOWNSHIP

[For the purpose granting the Township access to the Smith Property for installing, maintaining, repairing, and replacing underground wiring and traffic signal support structures within the agreed upon easement area]

**AN ACCESS EASEMENT AGREEMENT BETWEEN
KIMBERLY G. SMITH AND MONTOMGERY TOWNSHIP**

THIS ACCESS EASEMENT made this _____ day of December 2013, between **Kimberly G. Smith** ("Smith") and **Montgomery Township**, a Municipal Corporation of Montgomery County, Pennsylvania ("Township").

- A. Smith is the owner of certain real property located at 605 North Wales Road, North Wales, Montgomery County, Pennsylvania, further identified as Parcel Number 46-00-02836-00-7 ("Smith's Property").
- B. There is an existing traffic signal located on North Wales Road, adjacent or near Smith's property.
- C. In connection with the traffic signal installation, certain underground wiring and traffic signal support structures were installed on the Smith's property within the area described by metes and bounds in Exhibit "A" and the Easement Area Plan attached as Exhibit "B" (the "Easement Area").
- D. The Township has requested that Smith give Township an access easement for the purpose of installing, maintaining, repairing, and replacing underground wiring and traffic signal support structures within the Easement Area ("Easement").
- E. Smith is willing to grant this Easement on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, and intending to be legally bound, the parties agree as follows:

1. Grant of Easement. Smith hereby grants and conveys to Township this Easement on and under the Easement Area for the purposes hereinafter set forth. This Easement shall be perpetual and continually run to the benefit of the Township; terminating only in the event that there is no longer a traffic signal in front of the property known as 605 North Wales Road, North Wales, Montgomery County, Pennsylvania and/or underground wiring and traffic signal support structures in the Easement Area.
2. Purpose of Easement. The purpose of this Easement granted herein shall be limited to the right of Township to install, maintain, service,

repair and replace underground wiring and traffic signal support structures, and other traffic signal equipment to operate a traffic signal.

3. Notice of Entry; Scheduling of Work. In the event that Township wishes to perform any work within the Easement Area as permitted above, except in the case of emergencies, Township shall give Smith at three days prior notice of any entry by Township for the purpose of performing work. In the case of any emergency where Township believes that the safety of the public is at risk, Township may enter the Easement Area to perform the required work on as much advance notice to Smith as is possible under the circumstance. Township shall in all cases use its best efforts to coordinate the timing of its work with Smith so as not to interfere with operation of the use on the premises.
4. Restoration of Easement Area. Following performance of any work in the Easement Area, Township shall restore the Easement Area back to substantially the same condition, or as close as practicable, to the Easement Area's condition prior to performance of the work.
5. Indemnification Township shall and will release, indemnify, protect and save harmless Smith from all costs or expenses resulting from any and all loss of life, property, injury, or damage to any person or property of any person, association or persons, or corporation including Township, its employees and independent contractors and employees of independent contractors from and against any and all claims, demands or actions for such loss, injury or damage, in any manner arising out of, resulting from, or connected with this Easement, provided that (a) any such claims are not the result of the negligence of Smith; (b) Township shall have received from Smith prompt written notice of any such claim, demand or action; (c) after notification to Township by the injured party Township shall permit Township to defend the action; and (d) Smith shall cooperate with Township on any defense at the cost of Township.
6. Binding. This Easement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement.

GRANTOR
PROPERTY OWNER

KIMBERLY G. SMITH

GRANTEE
MONTGOMERY TOWNSHIP

Chairperson

Attest:

LAWRENCE GREGAN
Township Manager/ Secretary

COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF MONTGOMERY :

AFFIDAVIT OF GRANTOR

On this, the _____ day of June 2013, before me, a Notary Public, personally appeared, KIMBERLY G. SMITH, who acknowledged herself to be the Property Owner of 605 North Wales Road, further identified as Parcel Number 46-00-02836-00-7, and that as such, was authorized to execute the foregoing instrument for the purposes therein contained, by signing her name as Grantor.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF MONTGOMERY :

AFFIDAVIT OF GRANTEE

On this, the _____ day of June 2013, before me, a Notary Public, personally appeared, _____, who acknowledged himself to be the Chairperson of the MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS, and that as such, was authorized to execute the foregoing instrument for the purposes therein contained, by signing the name of Township by himself as Chairperson.

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

Notary Public

EXHIBIT A
[Metes and Bounds of Easement Area]

Easement Description – Signal Easement

ALL THAT CERTAIN lot or piece of ground with the improvements erected thereon,

SITUATE in the Township of Montgomery, Montgomery County, Commonwealth of Pennsylvania, described in accordance with a Signal Right-of-Way Plan, prepared for Montgomery Township, prepared by Pennoni Associates, Inc., West Chester, Pennsylvania, dated 08/14/2013, to wit:

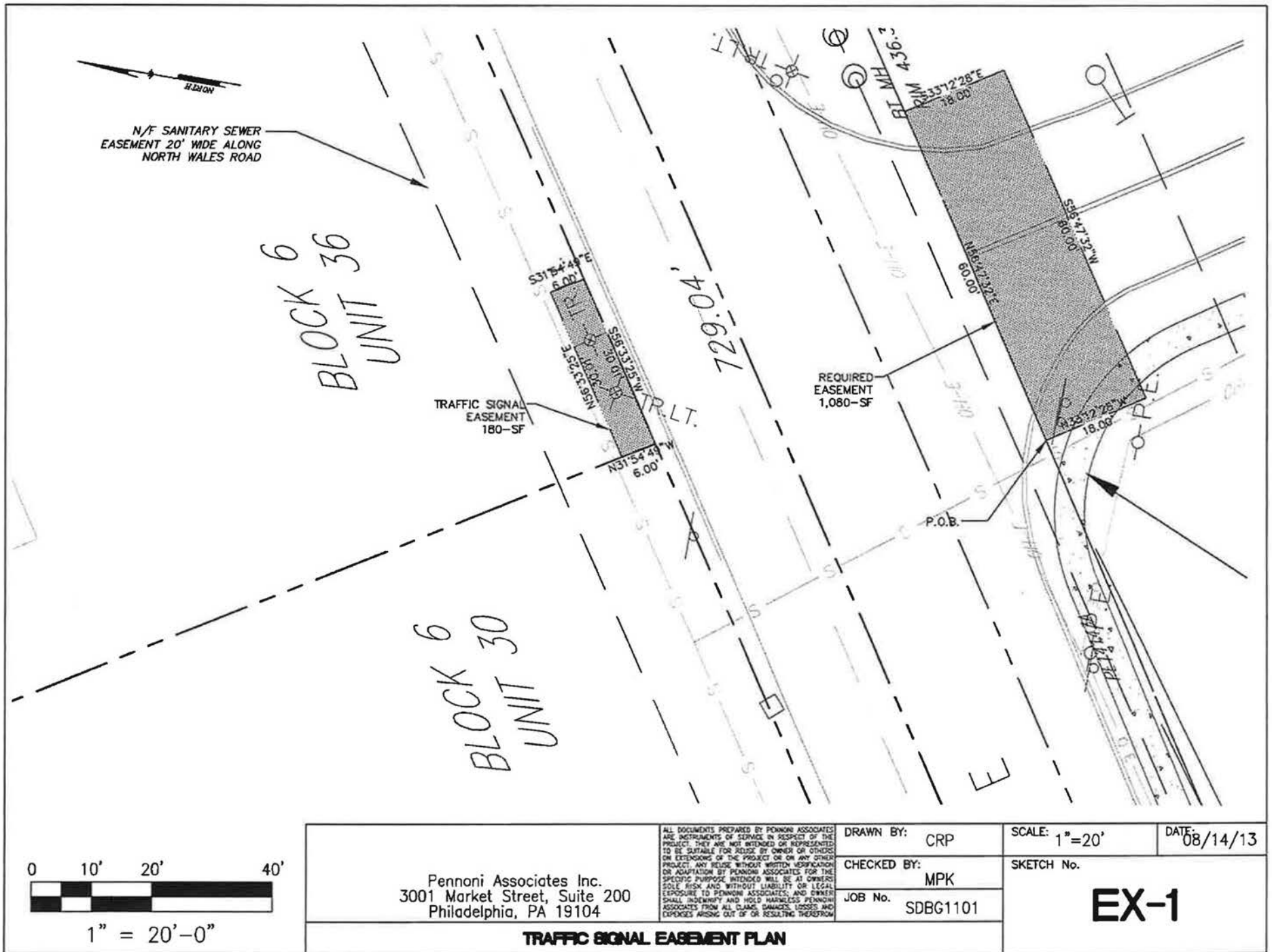
Beginning at a point along the westerly right-of-way line of North Wales Road (40 feet width) at the corner of lands Block 6, Unit 36 and Block 6, Unit 30;

Thence along the following twenty (4) courses and distances defining the pedestrian easement:

- (1) N 31°54'49" W, a distance of 6.00 feet;
- (2) N 56°33'25" E, a distance of 30.01 feet;
- (3) S 31°54'49" E, a distance of 6.00 feet;
- (4) S 56°33'25" W, a distance of 30.01 feet returning to said Point of Beginning.

Containing 180.06 square feet of land, more or less.

EXHIBIT B
[Easement Area Plan]



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

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

MEETING DATE: January 6, 2014

ITEM NUMBER: *#27*

MEETING/AGENDA: WORK SESSION

ACTION **xx**

NONE

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

INITIATED BY: Shannon Q. Drosnock
Finance Director



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



BACKGROUND:

Each year the Board of Supervisors adopts a resolution denoting the categories of the fund balances as required by the Government Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which addresses how fund balances (the difference between assets and fund liabilities) are to be reported on the annual audited financial statements.

For the 2013 fiscal year there are no changes to the fund designations from 2012 with the exception of two new funds: Fund 08 Recreation Center and Fund 45 Montgomery 300th Anniversary.

Attached Exhibit A is the detail of each fund balance and its designated GASB 54 category.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

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

ALTERNATIVES/OPTIONS:

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

BUDGET IMPACT:

Required for accurate financial reporting.

RECOMMENDATION:

Staff recommends that the Board adopted the fund balance designations as described in attached Exhibit A.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby classify the Township's fund balances in accordance with the Governmental Accounting Standard Board Statement No. 54 as described in attached Exhibit A.

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.

Montgomery Township
GASB 54

GOVERNMENT FUNDS GASB 54
Designation Explanation of designation and balance.

General (01)	Unassigned	General Fund unassigned fund balance used for contingency purposes, fluctuations in revenue and/or expenses, unbudgeted necessities throughout the year.
Fire Protection (04)	Committed	The Fire Protection Fund receives most of its revenue from two sources: dedicated tax millage legally restricted and Board allocated General Fund tax receipts. The legally restricted funds are used first and therefore the fund balance is a result of Board allocated General Fund transfers. This balance is Committed by the Board of Supervisors. Committed funds will be used for Capital Purchases and/or infrastructure improvements specifically for the Department of Fire Services including but not limited to vehicles and buildings. The fund balance may also be used to accomodate Board authorized changes in the tax allocation from the General Fund.
Park and Recreation (05)	Assigned	This fund balance is assigned by the Board of Supervisors' designee, for Park and Recreation purposes.
Street Light (07)	Restricted	This fund balance is a result of a specific assessment on residential real estate tax bills for the purpose of providing and maintaining street lights and as such, this fund balance is legally restricted.
Recreation Center (08)	Restricted	This is a new enterprise (proprietary) fund established for the daily operations of the future Recreation Center located adjacent to the Township Building. The current fund balance in this fund is restricted bond proceeds for the construction of the Center.
Debt Service (23)	Restricted	This fund balance is a result of dedicated millage on real estate tax bills for the purpose of the Township's Debt Service and as such is legally restricted.
Basin Maintenance Fund (06)	Restricted	This fund balance is a result of payments made by developer's as specified in the Land Development Agreement (LDA) with the Township and as such is legally restricted to the purposes and uses stated in the LDA's.
Capital Reserve (30)	Committed	This fund balance is committed by the Board of Supervisors annually and is used for capital replacement and improvements.
Park Development (31)	Restricted	This fund balance is a result of payments made by developer's as specified in the Land Development Agreement (LDA) with the Township and as such is legally restricted to the purposes and uses stated in the LDA's.
Liquid Fuels (35)	Restricted	This fund balance is a result of grant money from the State through the Highway Aid program and as such is legally restricted to be used for purposes specified by the State grant program.
Montgomery 300th (45)	Committed	This fund is a temporary fund committed by the Board of Supervisors for the purpose of funding the celebration of the Township's 300th Anniversary.
Police Donation (92)	Assigned	This fund balance is assigned by the Board of Supervisors' designee for Police Department uses.
Environment (93)	Restricted	This fund balance is a result of grant money received through the Montgomery County Recycling Grant and as such is legally restricted to be used for purposes specified by the County grant program.
Trees (94)	Committed	This fund balance is a result of payments made to the Township by developer's but is to be used at the discretion of the Township. As such the Board has Committed this fund balance for purposes of Arbor Day and the Shade Tree Commission.
Autumn Fest (95)	Assigned	This fund balance is assigned by the Board of Supervisors' designee for the Township's annual Autumn Fest.
Restoration Fund (96)	Restricted	This money is restricted by a legal contract to be used for the restoration of the Knapp Farm House.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Construction Escrow Release #3 - Montgomery Knoll Phase IB -
LDS#653B

MEETING DATE: January 6, 2014

ITEM NUMBER: *#28*

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: Chairman of the
 Board of Supervisors

BACKGROUND:

Attached is a construction escrow release for Montgomery Knoll Phase IB, as recommended by the Township Engineer. The original amount of the escrow was \$183,440.95, held as a Letter of Credit. This is the third escrow release for this project. The current release is in the amount of \$3,000.00. The new balance would be \$68,884.95.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

Approve or not approve the construction escrow release.

BUDGET IMPACT:

None.

RECOMMENDATION:

That this construction escrow be released.

MOTION/RESOLUTION:

The Resolution is attached.

MOTION _____

SECOND _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candye 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

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: 12/17/2013

Development Name: Montgomery Knoll Phase IB
Release # 3

CA Job #: 105-510H.02

Dear Mr. Hanna:

This is an escrow release request from in the amount of \$3000.00. 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 Grogan
Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Date: DEC 18, 2013

Dear Mr. Grogan:

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$3000.00 be released. These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected.

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

Resolution # _____

WHEREAS, a request for release of escrow was received from THE CUTLER GROUP for MONTG. KNOLL 1B in the amount of \$ 3000.00, on the representation that work set forth in the Land Development Agreement to that extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$ 3000.00; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$ 3000.00; in accordance with the developer's request, and the officers of the Township are authorized to take the necessary action to obtain release of said sum. BE IT FURTHER RESOLVED that Township records indicate that escrow has been deposited via LETTER OF CREDIT with Montgomery Township in a total sum of \$ 183,440.95 pursuant to a signed Land Development Agreement and that \$ 114,556.00 has previously been released from this escrow. Therefore, the action of the Board is releasing said sum leaves a new balance of \$ 68,884.95 in escrow.

MOTION BY: _____
SECOND BY: _____
DATED: _____
RELEASED BY: _____

VOTE: _____

Department Director



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

December 19, 2013

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

Subject: *Montgomery Knoll Phase IB –Escrow Release #3*
C.A. Job #105-510H.02

Dear Mr. Gregan:

In accordance with Section 509(j) of the Pennsylvania Municipal Planning Code, the David Cutler Group has requested the release of \$3,000.00 in an email transmission on December 18, 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 \$3,000.00 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,

Joseph P. Hanna, P.E.

/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 KNOLL PHASE I-B

TWP/BORO: Montgomery
DATE: 12/13/13
REVISED

\$3,000.00 AMOUNT PAYABLE
\$114,556.00 TOTAL RELEASED TO DATE

\$183,440.95 ORIGINAL ESCROW AMOUNT
\$111,556.00 PRIOR ESCROW RELEASED
\$3,000.00 CURRENT ESCROW RELEASE REQUEST
\$68,884.95 BALANCE AFTER CURRENT RELEASE

RELEASE #:

3

ESTIMATED COMPLETION DATE:

JOB #:
105-S10H.02

ITEM	UNIT PRICE	ESCROW QUANTITY	UNIT	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL
<u>Erosion Control</u>								
Inlet Protection	\$115.00	6 ea		\$690.00		\$0.00	2	\$230.00
Tree Protection Fence	\$5.00	420 lf		\$2,100.00		\$0.00	420	\$2,100.00
Filtrex Diversion Berm	\$8.00	210 lf		\$1,680.00		\$0.00	0	\$0.00
<u>Earthwork</u>								
Strip Topsoil	\$2.80	3160 cy		\$8,848.00		\$0.00	3160	\$8,848.00
Rough Grade Site	\$0.02	97000 sf		\$1,940.00		\$0.00	97000	\$1,940.00
<u>Storm Sewer</u>								
15" RCP	\$34.00	294 lf		\$9,996.00		\$0.00	294	\$9,996.00
36" RCP	\$83.00	211 lf		\$17,513.00		\$0.00	211	\$17,513.00
Storm Sewer Inlet	\$2,235.00	5 ea		\$11,175.00		\$0.00	5	\$11,175.00
Storm Sewer Manhole	\$3,048.00	2 ea		\$6,096.00		\$0.00	2	\$6,096.00
<u>Concrete Work</u>								
Belgian Block Curb	\$26.00	530 lf		\$13,780.00		\$0.00	530	\$13,780.00
4" Concrete Sidewalk	\$3.15	2550 sf		\$8,032.50		\$0.00	0	\$0.00
6" Sidewalk/Aprons	\$3.30	1260 sf		\$4,158.00		\$0.00	0	\$0.00
<u>Paving</u>								
Fine Grade	\$0.16	11800 sf		\$1,888.00		\$0.00	11800	\$1,888.00
3" 2A Modified Stone/ 5" BCBC	\$29.00	1310 sy		\$37,990.00		\$0.00	1310	\$37,990.00
Sweep Tack/1.5" Wearing Course	\$8.00	1310 sy		\$10,480.00		\$0.00	0	\$0.00
8' Wide Pedestrian Trail	\$27.00	169 sf		\$4,563.00		\$0.00	0	\$0.00
<u>Landscaping</u>								
<u>Shade Trees</u>								
Acer rubrum	\$345.00	3 ea		\$1,035.00		\$0.00	0	\$0.00
Gleditsia triacanthos var. Inermis	\$345.00	1 ea		\$345.00		\$0.00	0	\$0.00
Tilia cordata 'Greenspire'	\$345.00	10 ea		\$3,450.00		\$0.00	0	\$0.00
Quercus palustris	\$345.00	3 ea		\$1,035.00		\$0.00	0	\$0.00
Quercus phellos	\$345.00	5 ea		\$1,725.00		\$0.00	0	\$0.00
Zelkova serrata 'Green Vase'	\$345.00	14 ea		\$4,830.00		\$0.00	0	\$0.00
<u>Evergreen Trees</u>								
Abies concolor	\$345.00	3 ea		\$1,035.00		\$0.00	0	\$0.00
<u>Re-Locate Evergreen Trees</u>								
White Pine (9 Trees)	\$1,200.00	1 ls		\$1,200.00		\$0.00	0	\$0.00
<u>Miscellaneous</u>								
PVC Post and Rail Fence	\$1,200.00	1 ls		\$1,200.00		\$0.00	0	\$0.00
Street Lights	\$3,980.00	1 ea		\$3,980.00		\$0.00	0	\$0.00
Construction Stakeout	\$3,000.00	1 ls		\$3,000.00	1	\$3,000.00	1	\$3,000.00
As-Built Drawings	\$1,200.00	1 ls		\$1,200.00		\$0.00	0	\$0.00
Pins & Monuments	\$1,800.00	1 ls		\$1,800.00		\$0.00	0	\$0.00
Escrow Sub-Total				\$166,764.50		\$3,000.00		\$114,556.00
10% Contingency	\$16,676.45	1 ls		\$16,676.45				
Escrow Total				\$183,440.95				
Engineering and Legal Cash Escrow				\$25,000.00				
Note:								
Maintenance Bond Amount for this project is:				\$27,516.14				

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Payment of Bills

MEETING DATE: January 6, 2014

ITEM NUMBER:

#29

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gegan
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors

BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approval all bills as presented.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
12/19/2013	IRS	941 Payment	\$74,321.61
12/19/2013	BCG	401/457 Plan Payment	\$23,426.42
12/19/2013	PA-SCDU	Withholding Payment	\$2,996.44
12/19/2013	City of Philadelphia	Dec Wage Tax Payment	\$980.48
12/26/2013	Commonwealth of PA	State Tax Payment	\$7,925.29
01/02/2014	IRS	945 Payment	\$3,834.77
01/02/2014	ICMA	DROP Plan Payment	\$16,922.39
01/02/2014	IRS	941 Payment	\$78,915.78
01/02/2014	BCG	401/457 Plan Payment	\$23,917.87
01/02/2014	PA-SCDU	Withholding Payment	\$2,996.44
Total Paid as of 01/06/2014			\$236,237.49

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
25549	12/19/13	671	MONTGOMERY TOWNSHIP	1,080.00
25550	12/19/13	00000499	MONTGOMERY TWP. PROFESSIONAL	183.26
25551	12/19/13	1264	MORGAN STANLEY SMITH BARNEY INC	6,454.71
56224	12/19/13	00001601	CDW GOVERNMENT, INC.	811.79
56225	12/19/13	00000958	WILLIAM KEUCHER	1,661.25
56226	12/31/13	00000209	BOUCHER & JAMES, INC.	13,274.67
56227	12/31/13	00000125	DISCHELL, BARTLE DOOLEY	15,579.00
56228	12/31/13	00000152	ECKERT SEAMANS CHERIN &	8,992.50
56229	12/31/13	00001282	KENNETH AMEY	1,062.50
56230	12/31/13	00001972	ROBERT L. BRANT	1,055.00
56231	12/31/13	00000842	911 SAFETY EQUIPMENT	1,150.30
56232	12/31/13	00000621	A & A SALES ASSOCIATES, LLC	241.30
56233	12/31/13	00001866	ANGEL M. JOHNSON	928.00
56234	12/31/13	00000027	ARMOUR & SONS ELECTRIC, INC.	3,033.80
56235	12/31/13	00000043	BERGEY'S	936.61
56236	12/31/13	00000616	BERNVILLE COMMUNITY FIRE COMPANY	50.00
56237	12/31/13	00001938	BILL WIEGMAN	60.00
56238	12/31/13	00001903	BRIAN JANSSENS	30.00
56239	12/31/13	00000423	FAMILY DINING, INC.	33.34
56240	12/31/13	00000069	C L WEBER CO INC.	18.00
56241	12/31/13	00001579	CARGO TRAILER SALES, INC	83.46
56242	12/31/13	00000380	CARL HERR	60.00
56243	12/31/13	00001601	CDW GOVERNMENT, INC.	363.38
56244	12/31/13	00000108	COUNTY ELECTRIC SUPPLY COMPANY, I	176.35
56245	12/31/13	00000326	COUNTY OF MONTGOMERY	49.23
56246	12/31/13	00000159	SSL GROUP LP	307.87
56247	12/31/13	00001913	DANO ENTERPIRSES, INC.	652.00
56248	12/31/13	00000111	DAVID H. LIGHTKEP, INC.	20.75
56249	12/31/13	00000024	DAVID P. BENNETT	15.00
56250	12/31/13	00001945	DAVID S. WOLFE	15.00
56251	12/31/13	00001202	AIRGAS, INC.	179.13
56252	12/31/13	00001627	DEER PARK DIRECT	95.11
56253	12/31/13	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	2,285.64
56254	12/31/13	00001520	DELAWARE VALLEY INSURANCE TRUST	2,500.00
56255	12/31/13	00001172	DETLAN EQUIPMENT, INC.	39.71
56256	12/31/13	00001332	EAGLE POWER & EQUIPMENT CORP	3.72
56257	12/31/13	00001669	FIRST HOSPITAL LABORATORIES, INC.	202.50
56258	12/31/13	00000428	FRANK MANAGEMENT, LLC	988.00
56259	12/31/13	00001504	GALETON GLOVES	265.32
56260	12/31/13	00000188	GALLS, AN ARAMARK CO., LLC	187.89
56261	12/31/13	00001842	GLEN ROETMAN	45.00
56262	12/31/13	00001323	GLICK FIRE EQUIPMENT COMPANY INC	1,078.34
56263	12/31/13	00000060	GRAF ENGINEERING, LLC	7,000.00
56264	12/31/13	00000213	HAJOCA CORPORATION	224.64

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
56265	12/31/13	00000903	HOME DEPOT CREDIT SERVICES	1,008.24
56266	12/31/13	00001063	HORSHAM FIRE COMPANY #1	2,000.00
56267	12/31/13	00000103	INTERNATIONAL SALT COMPANY, LLC	12,356.06
56268	12/31/13	00001067	INTOXIMETERS, INC.	619.10
56269	12/31/13	00000555	J & J TRUCK EQUIPMENT	1,493.79
56270	12/31/13	00000148	JONATHAN S. BEER	1,700.00
56271	12/31/13	00000522	JOE BIFOLCO	15.00
56272	12/31/13	00000890	JOHN H. MOGENSEN	60.00
56273	12/31/13	00000257	JOHN R. YOUNG & COMPANY	519.72
56274	12/31/13	00001581	JOSEPH J. SIMES	120.00
56275	12/31/13	00001843	JOSEPH M. BENNETT	30.00
56276	12/31/13	00000377	KATHY'S JUST DESSERTS, INC.	112.00
56277	12/31/13	00000264	KENCO HYDRAULICS, INC.	158.78
56278	12/31/13	00000932	KIMMEL BOGRETTE	50,008.15
56279	12/31/13	00000284	LIZELL OFFICE FURNITURE	735.00
56280	12/31/13	00000055	MARK MANJARDI	2,085.50
56281	12/31/13	00000281	HAYDN MARRIOTT	1,495.00
56282	12/31/13	00000578	MARVIN MOSEBY	45.00
56283	12/31/13	00000440	MARY NEWELL	45.00
56284	12/31/13	00000201	LAWRENCE J. MURPHY	27.26
56285	12/31/13	00001330	MCCALLION STAFFING SPECIALISTS	2,330.10
56286	12/31/13	00001920	MICHAEL H. BEAN	60.00
56287	12/31/13	00001961	MICHAEL LONG	40.00
56288	12/31/13	00000867	MICHAEL SHEARER	30.00
56289	12/31/13	00002016	MICHAEL SHINTON	30.00
56290	12/31/13	00000356	NORTH WALES WATER AUTHORITY	320.30
56291	12/31/13	00001134	OFFICE DEPOT, INC	421.81
56292	12/31/13	00001933	PENNSYLVANIA ASSOCIATION OF	30.00
56293	12/31/13	00000646	PAOLINI'S CAST STONE, INC.	2,451.00
56294	12/31/13	00001840	PAUL R. MOGENSEN	15.00
56295	12/31/13	00000095	PAUL SMITH	40.00
56296	12/31/13	00000619	PENN EMBLEM COMPANY	1,765.20
56297	12/31/13	00000447	PETTY CASH - POLICE	182.26
56298	12/31/13	00001158	PITNEY BOWES INC.	303.43
56299	12/31/13	00000345	PRINTWORKS & COMPANY, INC.	249.61
56300	12/31/13	00000519	RACHEL TROUTMAN	30.00
56301	12/31/13	00000439	RED THE UNIFORM TAILOR	8,505.50
56302	12/31/13	00000228	REGAL CINEMEDIA CORP	1,648.00
56303	12/31/13	00000117	RIGGINS INC	2,500.54
56304	12/31/13	00000115	RIGGINS, INC	3,233.90
56305	12/31/13	00002013	RR DONNELLEY	15.25
56306	12/31/13	00000653	SCATTON'S HEATING & COOLING, INC.	632.59
56307	12/31/13	00000467	SNAP-ON INDUSTRIAL	132.00
56308	12/31/13	00001656	SOSMETAL PRODUCTS INC.	293.39

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
56309	12/31/13	00001394	STANDARD INSURANCE COMPANY	7,100.07
56310	12/31/13	00001939	SERVICE TIRE TRUCK CENTERS	3,702.60
56311	12/31/13	00000593	SUBURBAN SALES & SERVICE, INC.	388.48
56312	12/31/13	00001200	SYNATEK	367.50
56313	12/31/13	00001982	TEMPLE UNIVERSITY - CJTP	59.40
56314	12/31/13	00000496	21ST CENTURY MEDIA NEWSPAPER LLC	3,503.78
56315	12/31/13	00000506	TRANS UNION LLC	41.47
56316	12/31/13	00000886	COMMONWEALTH OF PENNSYLVANIA	165.00
56317	12/31/13	00000040	VERIZON PENNSYLVANIA INC	357.32
56318	12/31/13	00001033	VERIZON CABS	542.02
56319	12/31/13	00000038	VERIZON WIRELESS SERVICES, LLC	814.48
56320	12/31/13	00001839	VINAY SETTY	115.00
56321	12/31/13	00000442	VINCENT ZIRPOLI	130.00
56322	12/31/13	00902836	WEGMANS FOOD MARKETS, INC.	9,678.46
56323	12/31/13	00001329	GENUINE PARTS COMPANY - NAPA	86.90
56324	12/31/13	00000533	WELLINGTON SPORTING GOODS, INC.	1,567.56
56325	12/31/13	00001948	WILLIAM H. FLUCK IV	35.00
56326	12/31/13	00000249	WILLIAM R. GOLTZ	140.00
56327	12/31/13	00000537	WILLIAM R. PEOPLES	187.59
56328	12/31/13	00000590	YOCUM FORD	500.23
TOTAL				202,850.41