

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
August 11, 2014

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

Lawrence J. Gregan
Township Manager

ACTION MEETING – 8:00 PM

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of the July 28, 2014 Meeting
6. Present Annual Donations: Montgomery Township Historical Society & Visiting Nurse Association Community Services
7. Authorize Execution of Purchase and Stormwater Easement Agreements – 44,366 Square Foot Parcel of Land at Stump Road and Horsham Road
8. Consider Acceptance of Recommendation - Site Work Progress Payment Request #12 – Friendship Park Improvements
9. Consider Authorization to Execute Easement Agreement for Sidewalk Installation – Hartman Road
10. Consider Escrow Release #5 – LDS # 660 Wegman's Supermarket Land Development
11. Consider Waiver of Permit Fee – Mary Mother of the Redeemer Church Replacement Signs
12. Consider Waiver of Building Permit Fees – Bharatiya Temple Exterior Stucco Permit
13. Consider Payment of Bills
14. Other Business
15. Adjournment

Future Public Hearings/Meetings:

08-12-2014 @7:00pm – Community Day Committee
08-13-2014 @7:30pm – Park and Recreation Board
08-20-2014 @6:00pm – Sewer Authority (Eureka Plant)
08-20-2014 @7:30pm – Shade Tree Commission
08-21-2014 @7:30pm – Planning Commission
08-25-2014 @8:00pm – Board of Supervisors

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: August 11, 2014

ITEM NUMBER: #3

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Grogan
Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman



BACKGROUND:

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

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Announcement of Executive Session

MEETING DATE: August 11, 2014 ITEM NUMBER: # 4

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Lawrence J. Gegan BOARD LIAISON: Joseph P. Walsh, Chairman
 Township Manager



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.


TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Minutes for July 28, 2014

MEETING DATE: August 11, 2014 ITEM NUMBER: # 5

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

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

BACKGROUND:

Just a reminder – Please call Deb Rivas on Monday, August 11, 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
JULY 28, 2014**

Vice Chairman Michael Fox called the executive session to order at 7:45 p.m. In attendance were Supervisors Robert Birch, Candyce Fluehr Chimera and Jeffrey McDonnell. Chairman Joseph Walsh was absent. Also in attendance were Frank Bartle, Esquire and Lawrence Gegan.

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

Following the Pledge of Allegiance, Vice Chairman Michael Fox called for public comment from the audience.

Richard Roller of 1142 Knapp Road, and the Township representative on the Northern Montgomery County Recycling Commission, presented the annual check received from the Department of Environmental Protection for the 2012 recycling efforts of Township residents and businesses. Mr. Roller stated that the Department of Environmental Protection (DEP) has again withheld 40% of the monies owed to Montgomery Township. The 2012 Recycling efforts generated \$46,957.26 after the 40% was withheld by the DEP.

Township Solicitor Frank Bartle, Esquire reported that the Board had met in an executive session earlier in the evening at 7:45 p.m. Mr. Bartle reported that the Board discussed one matter of litigation, Del Ciotto, Jr. – 1701 North Line Street and one matter of potential litigation and one personnel matter. Mr. Bartle also reported that these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Vice Chairman Michael Fox made a motion and Supervisor Candyce Fluehr Chimera seconded the motion to approve the minutes of the July 14, 2014 Board meeting. The minutes of the meeting were unanimously approved as submitted.

Chief of Police Scott Bendig requested that the Board recognize the donation of automatic external defibrillators (AEDs) from Mr. and Mrs. Modestine, owners of the Village Tavern. Chief Bendig stated that in an effort to make AEDs readily available throughout the community, Mr. and Mrs. Modestine and the Village Tavern host a St. Patrick's Day 5K run to raise money to purchase AEDs. The AEDs are then donated to local organizations. This year, they selected Montgomery Township's Fire and Police Departments to each receive an AED. On July 2, 2014, Mr. and Mrs. Modestine presented the Fire the Police Departments with the AEDs to be placed in the Fire Department's Fire Police vehicle and in the Police Station. Resolution #1 made by Vice Chairman Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, recognized Mr. and Mrs. Modestine and the Village Tavern for their donation of automatic external defibrillators to the Fire and Police Departments of Montgomery Township.

Recreation Coordinator Sharon Tucker reported that the schedule of the Fall Recreation programs and the fees associated with the programs were ready for release to the public. Mrs. Tucker stated that the popular Breakfast with Santa program would be returning. Mrs. Tucker also stated that the online recreation program registration and payment system was fully functioning and residents were beginning to take advantage of the convenience of online registration and payments. The fall programs will be promoted by posting on the Township's website, cable channels, E-News, and printed in the Fall Recreation Newsletter. Resolution #2 made by Vice Chairman Michael Fox, seconded by Supervisor Robert Birch and approved unanimously, approved the 2014 Fall Programs and Fee Schedule as submitted.

Director of Fire Services Richard Lesniak reported on the hiring of a new full time firefighter. Carmen J. Conicelli was welcomed and introduced as the newest member of the Department of Fire Services. Mr. Conicelli comes with a solid background in firefighting experience, working most recently since 2010 as a Firefighter/Engineer for Gladwyne Fire Company. Mr. Conicelli has a broad range of certifications and years of experience as a volunteer Firefighter with the Southampton Fire Company #1, the Fire Department of Montgomery Township and the Sellersville Fire Department. Resolution #4 made by Vice Chairman Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and approved unanimously, welcomed new employee Carmen Conicelli as Firefighter in Montgomery Township effective August 5, 2014.

Director of Fire Services Richard Lesniak reported that part time firefighter John Ardoff had recently submitted his resignation from the Department of Fire Services. Mr. Ardoff was employed as a part time firefighter from June 5, 2012 through July 11, 2014. Resolution #3 made by Vice Chairman Michael Fox, seconded by Supervisor Robert Birch and adopted unanimously, acknowledged the employment of and recognized the resignation of John Ardoff from his position as Firefighter Part Time with Montgomery Township.

Director of Fire Services Richard Lesniak reported that the department had not proposed funding for the purchase of an additional workstation for the Stump Road Fire Station in the 2014 Budget because the SAFER Grant, which allowed the Township to add to its full time firefighting staff, had not been approved until late January 2014. Mr. Lesniak reported that a quote had been received from Lizell Office Furniture in the amount of \$5,195.00 to provide an additional workstation. Resolution #5 made by Vice Chairman Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, approved the supplemental appropriation and expenditure of unencumbered funds from the Undesignated Reserve Fund Balance in the Capital Reserve Fund for the purchase of the additional workstation for the

Stump Road Fire Station in accordance with the proposal from Lizell Office Furniture dated July 25, 2014 in the amount of \$5,195.00.

Assistant to the Township Manager Stacy Crandell reported that the Township received two bids on July 15, 2014 for the Replacement of Handicap Accessible Curb Ramps on Stump Road Project. Reamstown Excavating, Inc. is the low bidder with a total of \$79,800 for the project. The County approved Reamstown and verified that they are eligible to be awarded a federally assisted contract, which is the grant from the 2011 Montgomery County Community Development Block Grant Program. The estimated cost for the project is \$90,000 with the Township funding the engineering/design costs estimated at \$15,000 and the Community Development Block Grant paying for 100% of the construction costs estimated at \$76,000. Funding for the project was included in the 2014 Capital Budget and the Township can cover the additional cost of \$3,800. Resolution #6 made by Vice Chairman Michael Fox, seconded by Supervisor Robert Birch and adopted unanimously, awarded the bid for the Replacement of Handicap Accessible Curb Ramps – Stump Road to Reamstown Excavating Inc. in the amount of \$79,800.

Assistant to the Township Manager Stacy Crandell reported that the Environmental Advisory Committee (EAC) has been discussing ways to implement the Sustainability Audit that was completed in 2009. The discussion led to undertaking a planning study to make Montgomery Township a more bike-friendly community. The Committee discussed the Green Streets Strategy, which encourages residents to walk or ride bikes instead of driving vehicles throughout the community. The Committee has also been working with the Township Traffic Engineer, Traffic Planning and Design, Inc. (TPD) to assist with this project. TPD has introduced three different options for the Township to start the planning process in order to keep this project moving forward. The Committee has recommended that the Board of Supervisors allow TPD to perform a preliminary bicycle and pedestrian connectivity assessment. This option

would evaluate the existing conditions, identify key gaps, and prioritize projects for future grant opportunities. This process would cost about \$10,000 and the end product deliverables would include a series of maps and typical roadway section graphics and prioritization tables.

Resolution #7 made by Vice Chairman Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, approved Option C in the proposal from Traffic Planning and Design in the amount of \$10,000 to perform a Preliminary Bicycle and Pedestrian Connectivity Assessment.

Chief of Police Scott Bendig requested approval for three department Officers to participate in out of state training programs. The Township Police Department participates in a cooperative agreement with other Montgomery County police departments in the Central Montgomery County Special Weapons and Tactics (CMSWAT) Team. Currently, the Police Department has two officers, Corporal Andrew Benner and Officer Thomas Ward assigned to the CMSWAT task force. CMSWAT is scheduled to attend training at Fort Dix in New Hanover Township, New Jersey from October 14 through October 16, 2014. The training will consist of team movements, search techniques, and firearms training in a multitude of environments not readily available in our area. In May 2014, the department received a grant for \$14,945.00 from the Homeland Security Grant Program – Urban Areas Security Initiative for a new canine team trained in explosives detection. This funding includes the purchase of the canine, the training for the canine team, and lodging during the training program. On August 11, 2014, Officer Joseph McGuigan is scheduled to begin training with the canine at Tarheel Canine Training in Sanford, North Carolina. This training is scheduled to conclude on September 5, 2014.

Resolution #8 made by Vice Chairman Michael Fox, seconded by Supervisor Robert Birch and adopted unanimously, approved the requests for out of state training for Corporal Andrew Benner, Officer Thomas Ward and Officer Joseph McGuigan.

Finance Director Shannon Drosnock presented the Second Quarter 2014 Budget Report. Ms. Drosnock reported that the Township has received \$8.19M of the general fund revenues budgeted in the second quarter. These revenues were comparable to revenues received during the 2nd Quarter 2013. In addition, expenditures during the 2nd Quarter 2014 were \$4.58M, which was 5.2% higher than the \$4.35M in expenditures during the 2nd Quarter 2013. Ms. Drosnock reported that overall, expenditures in each department are consistent with the budget as of the end of the 2nd Quarter.

Township Manager Lawrence Gregan reported that the Board has twice previously authorized the execution of a Cooperative Memorandum of Agreement between PennDOT and Montgomery Township for the S.R. 202 Parkway Section 7IT intelligent transportation system devices and communication infrastructure project. PennDOT is now requesting that the agreements be authorized again after they have added a listing of the locations of the devices to the agreements. Resolution #9 made by Vice Chairman Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized the Vice Chairman to sign the attached Cooperative Memorandum of Agreement for the installation of various traffic signals and communication equipment for the State Project No. S.R. 202 Section 7IT.

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

There being no further business to come before the Board, the meeting adjourned at 8:35 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Donation Presentation- Montgomery Township Historical Society

MEETING DATE: August 11, 2014

ITEM NUMBER: #6a.

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

This evening the Board will be presenting a check in the amount of \$6,000 to the Montgomery Township Historical Society. Richard Roller will be present at the meeting to accept the check on behalf of the Montgomery Township Historical Society.

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: Donation Presentation - Visiting Nurse Association Community Services

MEETING DATE: August 11, 2014

ITEM NUMBER: #6b.

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

This evening the Board will be presenting a check in the amount of \$1,500 to the Visiting Nurse Association Community Services. Richard Cirko will be present at the meeting to accept the check on behalf of the Visiting Nurse Association Community Services organization.

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: Authorize Execution of Purchase and Stormwater Easement Agreements – 44,366 Square Foot Parcel of Land at Stump Road and Horsham Road, Montgomery Township.

MEETING DATE: August 27, 2012

ITEM NUMBER: **# 7**

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan BOARD LIAISON: Joseph P. Walsh, Chairman
Township Manager Board of Supervisors

BACKGROUND:

During the planning for the Recreation/Community Center, the Township identified a desire to acquire the 44,366 square foot parcel of land, identified as tax parcel 46 - 00- 03483 – 90 - 8 and located at the corner of Horsham Road and Stump Road. The property owners, Harry Hassan and Anne E. Hassan, and the Township have reached an agreement in principal for the Township to purchase this property for the amount of \$15,000 along with the granting of an easement over the parcel for storm water management purposes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: Funding for the purchase of the property in the amount of \$15,000 will be paid out of the Open Space Reserve Fund.

RECOMMENDATION: The Board is recommended to authorize the execution of a Sales Agreement and Stormwater Easement Agreement in formats acceptable to the Township Solicitor.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the appropriate Township Officials to execute an Agreement of Sale and Stormwater Easement Agreement, in formats acceptable to the Township Solicitor, for the purchase of a 44,366 square foot parcel of land, identified as parcel 46 - 00- 03483 – 90 – 8, located at the corner of Horsham Road and Stump Road.

AND FURTHER BE It RESOLVED that the appropriate Township officials are authorized to take necessary action to effectuate the intent of this motion and to complete settlement for acquisition of the subject property.

ROLL CALL:

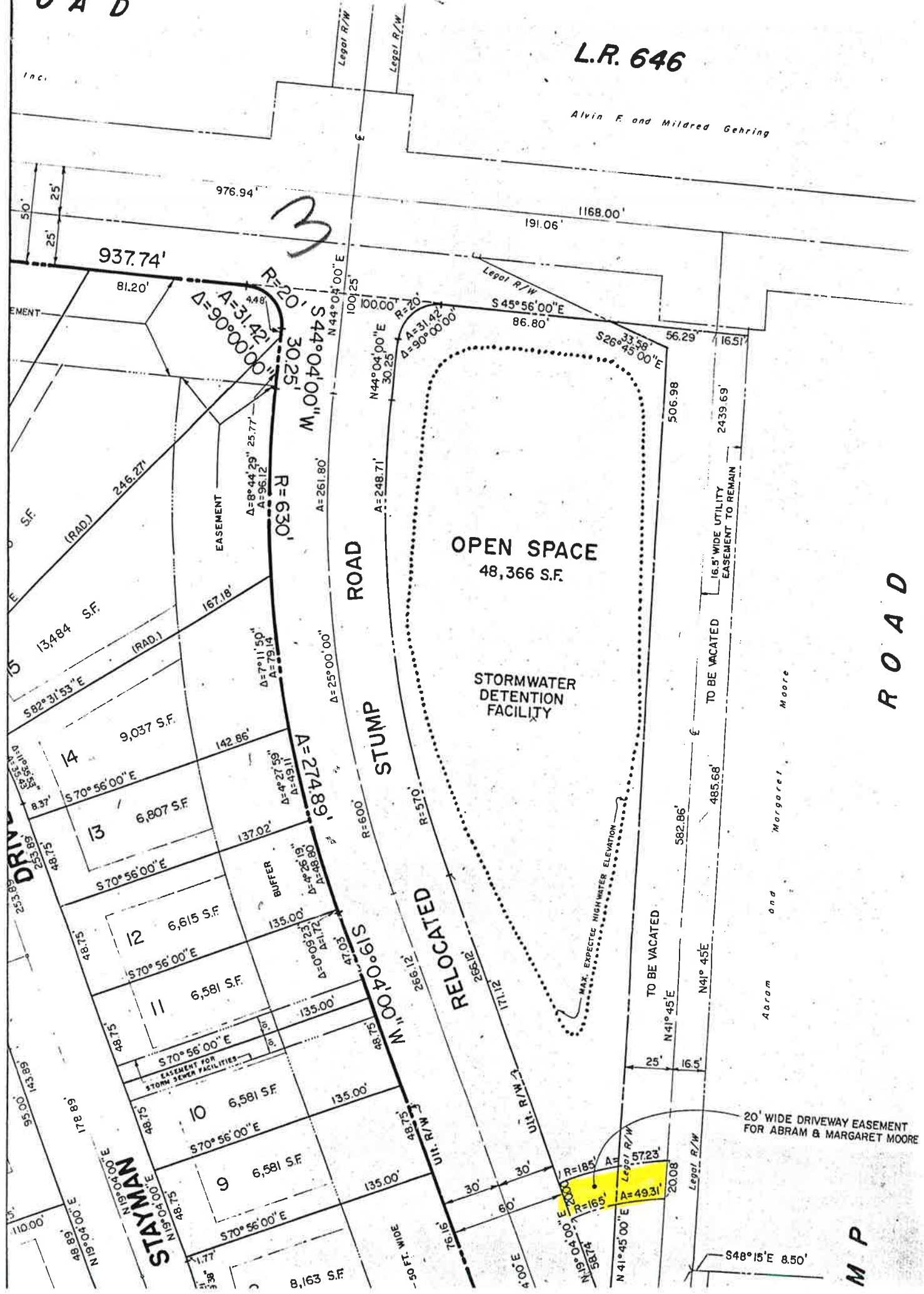
Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

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

O A D

L.R. 646

Alvin F. and Mildred Gehring



ROAD

M P

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Acceptance of Recommendation - Site Work Progress Payment Request #12
– Friendship Park Improvements

MEETING DATE: August 25, 2014

ITEM NUMBER **#8**

MEETING/AGENDA:

ACTION **xx** NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

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



BACKGROUND:

In September 2012, the Cutler Group authorized its contractor, Wolverine Constructors, to proceed with certain improvements on the Township's Friendship Park. The work involves site grading and paving improvements on the Park property in accordance with plans prepared by Chambers and Associates and in compliance with the approved NPDES permit for this work. The cost for the improvements is being paid by the Cutler Group as a credit against contributions offered by the Cutler Group in conjunction with the Montgomery Walk Development.

The total cost for this scope of improvement to the park is \$544,463.37 and Wolverine Constructors is seeking the twelfth progress payment in the amount of \$48,299.02 from The Cutler Group bringing the total amount paid for work completed to date to \$494,610.37. The Township Engineer has inspected the site and has found the work completed to date to be satisfactory and in accordance with the approved plans.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

The Board previously accepted work completed on the site per Wolverine's Payment Requests #1 - 11.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Accept Township Engineer's recommendation that the work completed per Wolverine's Payment Request # 12 to The Cutler Group is satisfactory and in accordance with the approved plans. Upon acceptance, the Cutler Group will be notified of the Township's acceptance so that they can proceed with payment to Wolverine in accordance with the provisions of their contract.

MOTION/RESOLUTION:

Now Therefore Be It Resolved by the Board of Supervisors that we hereby accept the Township Engineer's recommendation that the site work being performed at Friendship Park by Wolverine Constructors, Inc., as detailed in Wolverine's Payment request # 12 has been completed in accordance with the approved plans and specifications and that the Cutler Group be notified of the Township's acceptance so that they can proceed with payment to Wolverine in accordance with the provisions of their contract.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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



GILMORE & ASSOCIATES, INC.

ENGINEERING & CONSULTING SERVICES

REVISED AUGUST 7, 2014

August 6, 2014

File No. 12-01109

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

Reference: Friendship Park
Release of Funds for Site Improvements No. 12

Dear Mr. Gregan:

As requested by the Township, Gilmore & Associates, Inc. has observed the work completed by the Cutler Group Inc. for the period through June 27, 2014. We have found the work completed in an amount of \$48,299.02 as itemized on the enclosed Application and Certificate of Payment Forms as provided by Wolverine Constructors, Inc. to be satisfactory and in accordance with the approved plans.

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 by the developer. As always, please call me if you have any questions regarding this matter.

Sincerely,

James P. Dougherty, P.E.
Project Manager
Gilmore & Associates, Inc.

JPD/si

Enclosure: As referenced

cc: Bruce Shoupe, Director of Planning and Zoning, Montgomery Township
Kevin Costello, Director of Public Works, Montgomery Township
Deb Rivas, Administration Supervisor, Montgomery Township
Chuck Splendore, McBride & Murphy
Rick Smalley, Wolverine Construction, Inc.
Brian Dusault, Gilmore & Associates, Inc.

BUILDING ON A FOUNDATION OF EXCELLENCE

65 E. Butler Avenue | Suite 100 | New Britain, PA 18901
Phone: 215-345-4330 | Fax: 215-345-8606
www.gilmore-assoc.com

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702

TO (CONTRACTOR):

DAVID CUTLER GROUP
161 COMMERCE DRIVE
MONTGOMERYVILLE, PA
18936

FROM (SUBCONTRACTOR):

WOLVERINE CONSTRUCTORS INC.
145 PACIFIC DRIVE
QUAKERTOWN PA 18951

PROJECT: FRIENDSHIP PARK
APPLICATION NO. 12
APPLICATION DATE: 6/26/2014
PERIOD TO: 6/27/2014
ARCHITECTS: ☐
PROJECT NO. NONE
CONTRACT DATE: _____

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment; as shown below, in connection with the Contract.
Continuation Sheet, Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change orders approved in previous months by owner.			
TOTAL			
APPROVED THIS MONTH			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for payment were issued and payments received from the Contractor, and that current payments shown herein is now due.

SUBCONTRACTOR: WOLVERINE CONSTRUCTORS, INC.

By: ROBERT L MONTGOMER Date: _____

CONTRACTOR'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED

(Attach Explanation if amount certified differs from amount applied for.)

CONTRACTOR:

By:

Date:

This certificate is non negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Contractor under this Contract.

1. ORIGINAL CONTRACT SUM	\$546,463.82
2. NET CHANGE BY CHANGE ORDERS	(\$2,000.45)
3. CONTRACT SUM TO DATE (LINE 1 + LINE 2)	\$544,463.37
4. TOTAL COMPLETED & STORED TO DATE	\$494,610.37
(COLUMN G ON G703)	
5. RETAINAGE:	
A 0% OF COMPLETED WORK	\$0.00
(COLUMN D + E ON G703)	
B 0% OF STORED MATERIAL	\$0.00
(COLUMN F ON G703)	
TOTAL RETAINAGE (LINE 5A + 5B OR TOTAL IN COLUMN I OF G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$494,610.37
(LINE 4 LESS LINE 5 TOTAL)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (LINE 6 FROM PRIOR CERTIFICATE)	\$446,311.35
8. CURRENT PAYMENT DUE	\$48,299.02
9. BALANCE TO FINISH, PLUS RETAINAGE	\$49,853.00
(LINE 3 LESS LINE 6)	

State of: Pennsylvania County of: Bucks
Subscribed and sworn to before me this _____ day of _____
Notary Public:
My Commission expires: _____

DOCUMENT G703

CONTINUATION SHEET

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 12

APPLICATION DATE: 10/31/2013

PERIOD TO: 10/31/2013

ARCHITECT'S PROJECT NO.: NONE

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D-E-F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD				
1.01	MOBILIZATION	\$1,500.00	\$750.00	\$750.00	\$0.00	\$1,500.00	\$0.00	\$0.00
2.01	REMOVE EXISTING CURB AT PARKING AREA	\$204.00	\$204.00	\$0.00	\$0.00	\$204.00	\$0.00	\$0.00
2.02	CLEAR & GRUB	\$10,800.00	\$10,800.00	\$0.00	\$0.00	\$10,800.00	\$0.00	\$0.00
3.01	CONSTRUCTION ENTRANCE	\$1,862.00	\$1,862.00	\$0.00	\$0.00	\$1,862.00	\$0.00	\$0.00
3.02	24" FILTREX SOCK	\$4,800.95	\$4,800.95	\$0.00	\$0.00	\$4,800.95	\$0.00	\$0.00
3.03	18" FILTREX SOCK	\$2,182.25	\$2,182.25	\$0.00	\$0.00	\$2,182.25	\$0.00	\$0.00
3.04	TEMP CONSTRUCTION FENCE	\$652.00	\$0.00	\$652.00	\$0.00	\$652.00	\$0.00	\$0.00
3.05	TEMP. SEED TOPSOIL STOCK & SED TRAPS	\$3,120.00	\$3,120.00	\$0.00	\$0.00	\$3,120.00	\$0.00	\$0.00
3.06	INLET FILTERS SILT SACKS	\$980.00	\$980.00	\$0.00	\$0.00	\$980.00	\$0.00	\$0.00
3.07	SED TRAP 1 CUT FILL	\$3,450.00	\$3,450.00	\$0.00	\$0.00	\$3,450.00	\$0.00	\$0.00
3.08	SED TRAP 1 GRADE	\$494.00	\$494.00	\$0.00	\$0.00	\$494.00	\$0.00	\$0.00
3.09	SED TRAP 1 OUTLET RAISE	\$350.00	\$350.00	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00
3.10	SED TRAP 2 CUT FILL	\$1,454.40	\$1,454.40	\$0.00	\$0.00	\$1,454.40	\$0.00	\$0.00
3.11	SED TRAP 2 GRADE	\$285.00	\$285.00	\$0.00	\$0.00	\$285.00	\$0.00	\$0.00
3.12	SED TRAP 2 STONE SPILLWAY	\$346.00	\$346.00	\$0.00	\$0.00	\$346.00	\$0.00	\$0.00
3.13	SED TRAP 3 CUT FILL	\$723.20	\$723.20	\$0.00	\$0.00	\$723.20	\$0.00	\$0.00
3.14	SED TRAP 3 GRADE	\$104.00	\$104.00	\$0.00	\$0.00	\$104.00	\$0.00	\$0.00
3.15	SED TRAP 3 OUTLET RISER	\$350.00	\$350.00	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00
3.16	6" DIA DOMED RISER	\$1,552.00	\$776.00	\$776.00	\$0.00	\$1,552.00	\$0.00	\$0.00

CONTINUATION SHEET

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 12

APPLICATION DATE: 10/31/2013

PERIOD TO: 10/31/2013

ARCHITECT'S PROJECT NO.: NONE

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D-E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D-E-F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
3.17	R3 ROCK FILTER IN SED TRAPS	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00
3.18	SED TRAP 1 CONVERSION	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00
3.19	SED TRAP 3 CONVERSIONS	\$1,243.00	\$0.00	\$1,243.00	\$0.00	\$1,243.00	\$0.00	\$0.00
4.01	STRIP TOPSOIL AND STOCKPILE	\$30,800.00	\$30,800.00	\$0.00	\$0.00	\$30,800.00	\$0.00	\$0.00
4.02	REPLACE TOPSOIL	\$38,500.00	\$38,500.00	\$0.00	\$0.00	\$38,500.00	\$0.00	\$0.00
4.03	ROUGH GRADE CUT	\$22,206.80	\$22,206.80	\$0.00	\$0.00	\$22,206.80	\$0.00	\$0.00
4.04	ROUGH GRADE FILL	\$12,112.50	\$12,112.50	\$0.00	\$0.00	\$12,112.50	\$0.00	\$0.00
4.05	FINE GRADE	\$8,640.00	\$8,640.00	\$0.00	\$0.00	\$8,640.00	\$0.00	\$0.00
4.06	RAIN GARDEN 1 PLANTING SOIL MIXTURE	\$3,192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,192.00	\$0.00
4.07	RAIN GARDEN 2 CUT FILL	\$3,696.60	\$0.00	\$3,696.60	\$0.00	\$3,696.60	\$0.00	\$0.00
4.08	RAIN GARDEN 2 GRADE	\$142.50	\$0.00	\$142.50	\$0.00	\$142.50	\$0.00	\$0.00
4.09	RAIN GARDEN 2 PLANTING SOIL MIXTURE	\$5,778.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,778.00	\$0.00
4.10	SWALE A	\$353.40	\$353.40	\$0.00	\$0.00	\$353.40	\$0.00	\$0.00
4.11	RAIN GARDEN ECB S75	\$1,297.50	\$0.00	\$1,297.50	\$0.00	\$1,297.50	\$0.00	\$0.00
4.12	SWALE ECB	\$11,257.50	\$8,977.50	\$2,280.00	\$0.00	\$11,257.50	\$0.00	\$0.00
5.01	RAIN GARDEN1 SPILLWAY	\$375.00	\$0.00	\$375.00	\$0.00	\$375.00	\$0.00	\$0.00
5.02	RAIN GARDEN 2 SPILLWAY	\$525.00	\$0.00	\$525.00	\$0.00	\$525.00	\$0.00	\$0.00
5.03	4" HDPE ROOF DRAIN	\$990.00	\$990.00	\$0.00	\$0.00	\$990.00	\$0.00	\$0.00
5.04	6" HDPE	\$4,048.00	\$4,048.00	\$0.00	\$0.00	\$4,048.00	\$0.00	\$0.00

CONTINUATION SHEET

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APPLICATION NUMBER: 12
 APPLICATION DATE: 10/31/2013
 PERIOD TO: 10/31/2013
 ARCHITECT'S PROJECT NO.: NONE

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D-E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE
						TOTAL COMPLETED AND STORED TO DATE (D-E-F)	% (G-C)		
5.05	15" HDPE	\$5,053.00	\$5,053.00	\$0.00	\$0.00	\$5,053.00		\$0.00	\$0.00
5.06	18" HDPE	\$3,850.00	\$3,850.00	\$0.00	\$0.00	\$3,850.00		\$0.00	\$0.00
5.07	24" HDPE	\$15,480.00	\$15,480.00	\$0.00	\$0.00	\$15,480.00		\$0.00	\$0.00
5.08	END WALL 3 24" PIPE	\$1,220.00	\$1,220.00	\$0.00	\$0.00	\$1,220.00		\$0.00	\$0.00
5.09	RIP RAP APRON AT EW3	\$720.00	\$720.00	\$0.00	\$0.00	\$720.00		\$0.00	\$0.00
5.10	DOUBLE INLET	\$4,062.00	\$4,062.00	\$0.00	\$0.00	\$4,062.00		\$0.00	\$0.00
5.11	TYPE M INLET	\$10,155.00	\$10,155.00	\$0.00	\$0.00	\$10,155.00		\$0.00	\$0.00
5.12	TYPE M INLET SUMPED W/ SNOOT	\$2,031.00	\$2,031.00	\$0.00	\$0.00	\$2,031.00		\$0.00	\$0.00
5.13	CONNECT TO EX INLET F15	\$606.00	\$606.00	\$0.00	\$0.00	\$606.00		\$0.00	\$0.00
5.14	CONNECT TO EX INLET F5	\$606.00	\$606.00	\$0.00	\$0.00	\$606.00		\$0.00	\$0.00
5.15	CONNECT TO EX INLET F12	\$606.00	\$606.00	\$0.00	\$0.00	\$606.00		\$0.00	\$0.00
5.16	UNDERGROUND STORM SYSTEM 36" HDPE	\$34,338.00	\$34,338.00	\$0.00	\$0.00	\$34,338.00		\$0.00	\$0.00
6.01	2 IN CONDUIT W PULL LINE	\$4,320.00	\$4,320.00	\$0.00	\$0.00	\$4,320.00		\$0.00	\$0.00
6.02	1" CONDUIT WITH PULL LINE	\$1,280.00	\$1,280.00	\$0.00	\$0.00	\$1,280.00		\$0.00	\$0.00
6.03	JB26	NO BID	\$0.00	\$0.00	\$0.00	\$0.00		NO BID	\$0.00
6.04	JB27	NO BID	\$0.00	\$0.00	\$0.00	\$0.00		NO BID	\$0.00
7.01	10FT MACADAMWALK SUBGRADE	\$1,499.85	\$1,499.85	\$0.00	\$0.00	\$1,499.85		\$0.00	\$0.00
7.02	10FT MACADAMWALK 3" STONE SUBBASE	\$18,407.25	\$18,407.25	\$0.00	\$0.00	\$18,407.25		\$0.00	\$0.00
7.03	10FT MACADAMWALK 3" BINDER	\$41,723.10	\$22,338.00	\$19,385.10	\$0.00	\$41,723.10		\$0.00	\$0.00

CONTINUATION SHEET

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

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PERIOD TO: 10/31/2013

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Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO.: NONE

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D-E)		E WORK COMPLETED THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D-E-F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
7.04	10FT MACADAMWALK TACK COAT	\$1,636.20	\$1,636.20		\$0.00		\$0.00	\$1,636.20		\$0.00	\$0.00
7.05	10FT MACADAMWALK 1.5" WEARING	\$23,179.50	\$23,179.50		\$0.00		\$0.00	\$23,179.50		\$0.00	\$0.00
7.06	DEPRESSED CURB	\$1,530.00	\$1,530.00		\$0.00		\$0.00	\$1,530.00		\$0.00	\$0.00
7.07	PARKING AREA STRIPING	\$478.00	\$0.00		\$0.00		\$0.00	\$0.00		\$478.00	\$0.00
7.08	PARKING AREA SIGNS	\$525.00	\$0.00		\$0.00		\$0.00	\$0.00		\$525.00	\$0.00
8.01	3/4 INCH WATER LINE TO PAVILION	\$2,720.00	\$0.00		\$2,720.00		\$0.00	\$2,720.00		\$0.00	\$0.00
8.02	16"X 3/4" WET TAP	\$987.00	\$987.00		\$0.00		\$0.00	\$987.00		\$0.00	\$0.00
8.03	ROAD EXCAVATION, BACKFILL & RESTORATION	\$1,749.00	\$1,749.00		\$0.00		\$0.00	\$1,749.00		\$0.00	\$0.00
8.04	MP&T	\$1,640.00	\$1,640.00		\$0.00		\$0.00	\$1,640.00		\$0.00	\$0.00
8.05	3/4" WATER LINE TO FUTURE RESTROOM AREA	\$7,350.00	\$7,350.00		\$0.00		\$0.00	\$7,350.00		\$0.00	\$0.00
8.06	16"X 3/4" WET TAP	\$987.00	\$987.00		\$0.00		\$0.00	\$987.00		\$0.00	\$0.00
8.07	ROAD EXCAVATION, BACKFILL & RESTORATION	\$1,749.00	\$1,749.00		\$0.00		\$0.00	\$1,749.00		\$0.00	\$0.00
8.08	MP&T	\$1,640.00	\$1,640.00		\$0.00		\$0.00	\$1,640.00		\$0.00	\$0.00
9.01	16 IN DIP TO FUTURE RESTROOM	\$14,350.00	\$14,350.00		\$0.00		\$0.00	\$14,350.00		\$0.00	\$0.00
9.02	CONNECTION TO EXISTING MANHOLE	\$1,782.00	\$1,782.00		\$0.00		\$0.00	\$1,782.00		\$0.00	\$0.00
9.03	ROAD EXCAVATION, BACKFILL & RESTORATION	\$3,000.00	\$3,000.00		\$0.00		\$0.00	\$3,000.00		\$0.00	\$0.00
9.04	MP&T	\$1,640.00	\$1,640.00		\$0.00		\$0.00	\$1,640.00		\$0.00	\$0.00
10.01	PERMANENT SEEDING & STRAW / HAY MULCH	\$34,280.00	\$21,700.00		\$0.00		\$0.00	\$21,700.00		\$12,580.00	\$0.00
10.02	RAIN GARDEN SEEDING	\$621.68	\$0.00		\$621.68		\$0.00	\$621.68		\$0.00	\$0.00

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			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD				
10.03	SWALE A SEEDING	\$44.64	\$0.00	\$44.64	\$0.00	\$44.64	\$0.00	\$0.00
A1.01	PARKING AREA EXCAVATE TO SUBGRADE	\$1,650.00	\$1,650.00	\$0.00	\$0.00	\$1,650.00	\$0.00	\$0.00
A1.02	PARK AREA 8 IN STONE SUBBASE	\$40,500.00	\$40,500.00	\$0.00	\$0.00	\$40,500.00	\$0.00	\$0.00
A1.03	PARKING AREA 3" BINDER	\$44,700.00	\$44,700.00	\$0.00	\$0.00	\$44,700.00	\$0.00	\$0.00
A1.04	PARKING AREA TACK COAT	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,800.00	\$0.00
A1.05	PARKING AREA 1.5" WEARING	\$25,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,500.00	\$0.00
CO #1	TEMPORARY SEED	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CO #2	ADD ELECTRIC JB, DELETE WATER & SEWE	(\$26,374.00)	(\$26,374.00)	\$0.00	\$0.00	(\$26,374.00)	\$0.00	\$0.00
CO #3	WALKING PATH	(\$6,408.45)	(\$6,408.45)	\$0.00	\$0.00	(\$6,408.45)	\$0.00	\$0.00
CO #4	ADDITIONAL STORM	\$30,782.00	\$20,492.00	\$10,290.00	\$0.00	\$30,782.00	\$0.00	\$0.00
		\$544,463.37	\$446,311.35	\$48,299.02	\$0.00	\$494,610.37	\$49,853.00	\$0.00


MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Execute Easement Agreement for Sidewalk Installation – Hartman Road

MEETING DATE: August 11, 2014 ITEM NUMBER: #9

MEETING/AGENDA: ACTION XX CONSENT NONE

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

INITIATED BY: Lawrence J. Gregan, Township Manager  BOARD LIAISON: Joseph P. Walsh, Chairman, Board of Supervisors

BACKGROUND:

In November 2013, the Board approved a project to install a section of sidewalk across the frontage of PECO's on the south side of Hartman Road, between the Montgomery Oaks and Montgomery Walk Developments. The project has been on hold pending the issuance of an Easement by PECO Energy Company, the negotiations for which have just been completed.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: The Board of Supervisors approved funding and the award of the contract for the sidewalk to Drumheller Construction Company.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: Funding for the project in the amount of \$13,800 was authorized from the Capital Reserve Fund in 2013 for this project.

RECOMMENDATION:

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

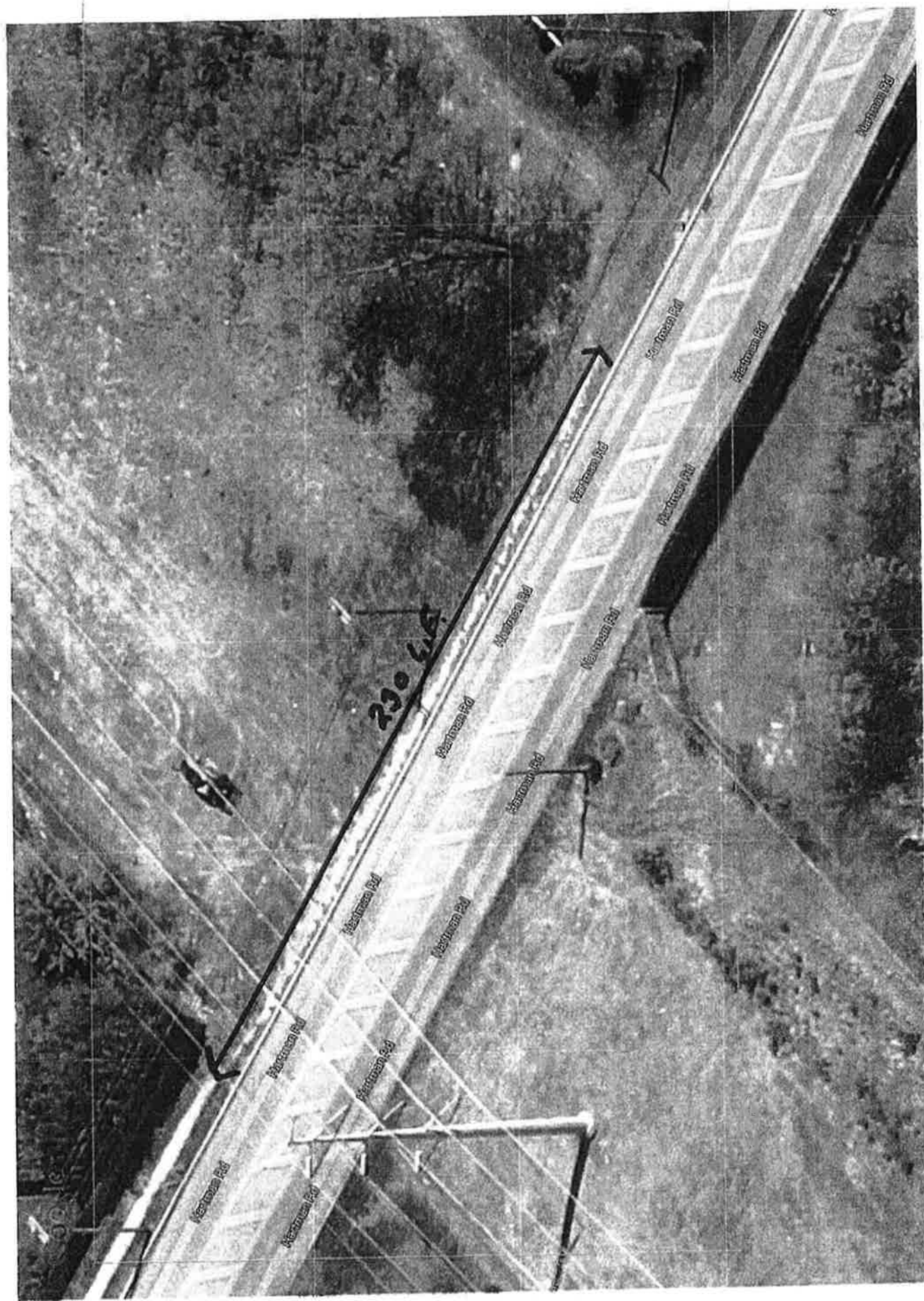
MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors that we hereby authorize execution of the Easement Agreement between PECO Energy Company and Montgomery Township for installation of concrete sidewalk on PECO property located on the south side of Hartman Road between the Montgomery Oaks and Montgomery Walk Developments.

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.



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") made this _____ day of August 2014, by and between PECO ENERGY COMPANY, a Pennsylvania corporation (the "Grantor") and MONTGOMERY TOWNSHIP (the "Grantee").

BACKGROUND

A. Grantor is the owner, in fee, of a certain parcel of ground situate in Montgomery Township, Montgomery County, Pennsylvania, being Tax Parcel 46-00.4045-00-7 which is shown on Exhibit "A" attached hereto (The "Property") and which is now and will continue to be used by Owner for its corporate purposes and the transmission and distribution of electricity.

B. Grantee has requested that Grantor grant Grantee the right to install a ten (10) feet wide, two hundred (200) feet long, by four (4) inch thick concrete sidewalk across the frontage of the Property (the "Sidewalk") Ten (10) feet back from Hartmann Road.

NOW, THEREFORE, Grantor, insofar as it has the power, title and authority so to do, hereby grants unto Grantee the right, liberty and privilege to construct, install, use, operate, maintain, repair, renew, remove, and replace the Sidewalk, in, under, across and through so much of the Property of Grantor, situate in Montgomery Township, Montgomery County, Pennsylvania, as shown on the attached as Exhibit "Attached hereto and made a part hereof (the "Easement Area").

TOGETHER with the right of ingress and egress to, from and over the Easement Area as reasonably necessary for the exercise of the rights granted herein.

UNDER and SUBJECT, nevertheless, to certain conditions, easements and restrictions as appear of record or to which a survey or personal inspection might otherwise reveal; ALSO UNDER AND SUBJECT to the express conditions hereinafter set forth, the faithful performance of which constitutes an essential part of the consideration hereof:

1. (a) Grantee acknowledges that Grantor's business includes the construction, installation, maintenance, operation and use of structures, fixtures, facilities and instrumentation, with appurtenances (the "Grantor's Facilities"), now or which may hereafter be constructed on, over, under and across the Property and Easement Area, which are used or useful for the generation, conversion, transmission or distribution of electricity, gas and communications.

(b) Grantee agrees to comply with all requirements of any of the constituted public authorities and with the terms of any federal, state or local laws or regulations applicable to Grantee's use of the Easement Area (collectively, "Laws"), and

save Grantor harmless from penalties, fines, damages or costs (including without limitation reasonable attorney's fees) resulting from Grantee's failure to do so.

(c) Grantor reserves the right to use the Easement Area for its corporate purposes at all times and to grant easements, leases or other rights upon the Easement Area for any purposes not inconsistent with the use of the Concrete sidewalk. If the Sidewalk [Make universal change] interferes with Grantor's use of the Property for Grantor's corporate purposes, Grantee agrees to relocate the Concrete sidewalk at its sole cost and expense, within a reasonable period following notice from Grantor to do so. Grantor, subject to such internal approvals as Grantor may require, shall provide Grantee with such alternate right of way within the Property as may be reasonably required for such relocation.

2. (a) Grantee shall lay, construct, install, use, maintain, repair, renew, remove or replace the Concrete sidewalk at its sole cost and expense, in a good and workmanlike manner and in conformity with all Laws, and Grantor's Electric Construction Standards, as defined in Section 10 hereof, doing as little damage as possible to the Property and Easement Area. Grantee shall not install any light standards or plant any trees in the Easement Area.

(b) Grantee shall, upon completion of any work done, (1) restore the Property and Easement Area to a condition at least equal to that existing prior to such work including, but not limited to properly filling, tamping, seeding and re-seeding the surface using native grasses seed mix, refilling following any subsequent settlement due to any excavation made for the Concrete sidewalk and re-grading in order to maintain the drainage pattern existing prior to the construction of the Concrete sidewalk. Use of bio-solid fertilizers is prohibited. Any drainage problems created by Grantee shall be corrected at its sole cost and expense without additional use of the Property, (2) remove all material and debris and re-establish Grantor's right-of-way roads or trails to their original condition and (3) repair and put into good condition or replace if necessary, at its sole cost and expense, and to the satisfaction of Grantor, any and all property and improvements of Grantor damaged by the construction or installation of the Concrete sidewalk including, but not limited to, fences and shrubbery. Any such repairs or replacement required for Grantor's Facilities shall be performed by Grantor at Grantee's sole cost and expense. Prior to disturbing any soils, Grantee shall send to Grantor photographs of the Easement Area to establish a record of its original condition.

(c) Grantee shall maintain the Concrete sidewalk at its sole cost and expense in accordance with applicable Laws and good utility practice.

(d) Grantee is responsible for snow and ice removal.

3. Grantee shall use special care not to disturb or undermine Grantor's Facilities in any manner whatsoever. Grantee shall not interfere with or block Grantor's access to Grantor's Facilities or the Property at any time and when necessary shall properly plank excavations to facilitate Grantor's access with men, equipment and vehicles.

4. Grantee shall not store or use explosives on the Easement Area or the Property for the construction, installation, maintenance, renewal, removal or replacement of the Concrete sidewalk.

5. No buildings, storage sheds, trailers, equipment, dirt, rock or materials of any type are permitted to be stored on the Property or the Easement Area at any time. Grantee shall not park equipment or vehicles on the Easement Area or Property at any time except when actually performing work permitted hereunder on the Easement Area. Grantee is granted the right to construct the Concrete sidewalk and no other rights or permission for any other use of the Property and the Easement Area is granted hereunder.

6. The Concrete sidewalk shall have a minimum cover as approved or as specified by Grantor. Grantee is aware Grantor intends to traverse over the Concrete sidewalk with vehicles generally weighing 38,000 pounds per axle and the Concrete sidewalk shall be installed accordingly. Grantee shall design the Sidewalk to AASHTO-HS-25 loading, as shown on Exhibit "B" attached to reduce the risk of damage due to Grantor vehicle activity. Grantor does not warrant that any approved or specified cover will protect the Concrete sidewalk.

7. (a) Grantee assumes all risk of loss, injury or damage to the Concrete sidewalk or personal property and all risk of injury or death to its employees, contractors, workmen, or any other person or persons from any causes whatever, including but not limited to claims for injuries to employees of Grantor, Grantee or their contractors or subcontractors. To the fullest extent permitted by applicable law,

Grantee shall at all times hereafter indemnify, defend and save harmless Grantor, its officers, agents and employees ("Grantor Parties"), from and against any and all claims, actions, liability, damages, costs and expenses (including attorney's fees) in connection with loss of life, personal injury, or damage to property caused to any person in or about the Property and the Easement Area (including but not limited to claims for injuries to employees of Grantor, Grantee or their contractors or subcontractors) or arising out of the occupancy or use of the Easement Area by Grantee or occasioned wholly or in part by the act or omission of Grantee, its agents and employees, regardless of the concurrent negligence of Grantor Parties unless attributable to the sole negligence of the Grantor Parties.

(b) For the purpose of this Agreement, "Hazardous Materials" shall include, without limitation, any flammable explosives, radioactive materials, petroleum and petroleum products, hazardous waste or toxic substances, or related materials, asbestos or any material containing asbestos, or any other substance or materials as defined by any federal, state or local environmental law, ordinance, rule, or regulation now existing or hereinafter enacted, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. 9601 &c), the Hazardous Materials Transportation Act, as amended (49 U.S.C. 1801 &c), the Pennsylvania Hazardous Sites Cleanup Act and in the regulations adopted and the publications promulgated pursuant thereto at any time (collectively "Environmental Laws").

(c) Grantee will be responsible for compliance with any and all Environmental Laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmentally unsafe conditions on the Easement Area, including the presence of Hazardous Materials, as may now or at any time hereafter be in effect, except with respect to environmentally unsafe conditions resulting from activities of Grantor. Grantee covenants and agrees that it shall not cause or permit, as a result of any act or omission on the part of Grantee or any of its agents, employees, or licensees, the placement or presence of Hazardous Materials in or on the Property in violation of Environmental Laws or a release of such materials onto the Property and shall keep the Property free and clear of any liens imposed pursuant to Environmental Laws arising from Grantee's failure to do so. In the event Grantee receives notice from any governmental authority regarding Hazardous Materials on, from or affecting the Property, Grantee shall promptly notify Grantor.

(d) Grantee hereby agrees to indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor from any claims, actions, demands, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of (i) Grantee's failure to comply with Environmental Laws; (ii) any Hazardous Materials or environmentally unsafe conditions on, in or under the Property

arising out of or in any way related to or caused by the Grantee, its subtenants or their respective activities on the Property; and (iii) any breach or default by Grantee of its representations or obligations under this Section, including without limitation, enforcing the obligations of Grantee under this Section and reasonable attorneys' fees. The obligations and liabilities of Grantee under this Section shall survive the expiration or earlier termination of this Agreement and shall be continuing. Grantor reserves the right to inspect the Property for compliance with the provisions of this Section.

(e) Grantee shall not bring on soils onto the Easement Area without prior approval of the clean fill paperwork by Grantor. Grantee shall not change the grade or otherwise disturb the soil in the Easement Area without prior submittal to Grantor of applicable erosion and sedimentation plan and permits. No hazardous material may be stored on Property including in any vehicle. In the event of a leak on the Property, Grantee must notify Grantor within twenty-four (24) hours and provide a written report within five (5) business days. .

8. (a) In addition to the indemnifications contained in Section 7, but not in limitation thereof, Grantee agrees to cause his contractor to carry and maintain Commercial General Liability Insurance (with coverage consistent with ISO Form CG0001 (12/04) providing bodily injury, property damage and personal injury coverage (including but not limited to coverage for claims against Grantor for injuries to employees of Grantee or its contractors or subcontractors) with a combined single limit of not less than \$4,000,000 per occurrence and shall include blanket contractual liability coverage for Grantee's obligations under this Agreement with an insurance company or companies acceptable to Grantor during the construction, installation, maintenance, repair, renewal, removal or replacement of the Concrete sidewalk. Grantee shall furnish Grantor with evidence of such insurance in the form of a policy or certificate of insurance. The policy or certificate shall name Grantor, its officers, agents and employees, as additional insured, be primary insurance for all purposes, contain cross-liability provisions, and provide for a waiver of all rights of subrogation which Grantee's insurance carrier may have against Grantor.

(b) The policy or certificate shall be forwarded to Grantor prior to commencing any work on the Easement Area, and contain a provision that Grantor be notified with at least ten (10) days prior notice in the event of cancellation of the insurance.

(c) Insurance coverage provided by Grantee or its contractors or subcontractors under this Agreement shall not include any of the following: any claims made insurance policies; any self-insured retention or deductible amount greater than

Two Hundred Fifty Thousand Dollars (\$250,000) unless approved in writing by Grantor; any endorsement limiting coverage available to Grantor which is otherwise required by this Agreement; and any policy or endorsement language that (1) negates coverage to Grantor for Grantor's own negligence, (2) limits the duty to defend Grantor under the policy, (3) provides coverage to Grantor only if Grantee is negligent, (4) permits the recovery of defense costs from any additional insured, or (5) limits the scope of coverage for liability assumed under a contract.

9. If any lien is filed against the Property by any contractor of Grantee for work done on the Property, Grantee shall cause same to be discharged or satisfied within fifteen (15) days of service or upon notice of same, whichever shall be sooner. Grantee shall indemnify, defend and hold harmless Grantor against all costs and expenses (including, without limitation reasonable attorneys' fees arising out of any such liens.

10. Prior to performing any work in the Easement Area, Grantee shall submit to Grantor's Real Estate & Facilities, for Grantor's review and approval, six (6) copies of detailed plans or drawings (plan and profile) showing all proposed improvements. Grantor shall review the plans to determine whether they are in compliance with Grantor's Electric Construction Standards S-7070, S-7073 and S-7074, copies of which is attached hereto and made a part hereof as Exhibit "C", any revision thereof or successor standard (collectively "Grantor's Electric Construction Standards"). Grantor reserves the right to decline to review drawings submitted without the required information. If Grantor's approval is given, Grantee shall notify Grantor upon completion of any work done in order that a final inspection can be made by Grantor to insure compliance therewith. Subsequently, but not later than three (3) months after completion, Grantee shall submit to Grantor for written approval three (3) copies of the "as built" plans or drawings indicating the installation and/or construction of the Concrete sidewalk within the Easement Area.

(b) The Easement Area and the Property are or may be utilized for underground electric, gas and communication facilities. Grantee shall contact the Pennsylvania ONE CALL SYSTEM (telephone no. 1-800-242-1776) to determine the location of any underground facilities at least five (5) working days prior to performing any work in the Easement Area.

11. (a) Grantee shall pay all real property taxes and other charges and assessments levied upon or assessed against Grantor or the Property caused by the construction or presence of the Concrete sidewalk and shall save Grantor harmless from any such taxes, charges and assessments at its sole cost and expense.

(b) Grantee covenants and agrees that no charge or assessment shall be made or imposed upon Grantor or the Property for the cost of installing and constructing the Concrete sidewalk and shall save Grantor harmless from any such charge or assessment at Grantee's sole cost and expense.

12. Construction or installation of the Concrete sidewalk shall be completed within ten (10) years from the date of this Agreement. If Grantee fails to complete the construction or installation of the Concrete sidewalk or thereafter ceases to use the same, or fails to comply with the covenants, agreements or conditions of this Agreement, then the easement herein granted shall be and become null and void and of no further force and effect, and all rights hereunder shall revert to Grantor. In such event Grantee shall execute and deliver a release to Grantor, in recordable form, abrogating the easement herein granted and remove the Concrete sidewalk and restore the Easement Area to good order and condition as set forth in Section 2 (b) within sixty (60) days following notice from Grantor to do so.

13. Grantee may not assign its interest in this Agreement without the prior written approval of Grantor.

14. All notices given by either party shall be in writing served personally upon the other party; sent by United States certified mail, return receipt requested, or sent by a recognized commercial courier service, addressed to the other party at its address as follows:

Grantor:

PECO Energy Company
2301 Market Street
Philadelphia, PA 19103
Attn: Director, Real Estate & Facilities

Grantee:

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

15. This Agreement is made under and subject to the lien of the First and Refunding Mortgage dated as of May 1, 1923, of the Counties Gas and Electric Company (to which PECO Energy Company is Successor) to Fidelity Trust Company

(to which US Bank, National Association is Successor) as the same has been heretofore and may hereafter be amended and supplemented for the security of the presently outstanding bonds of Grantor and other and additional bonds which may hereafter be issued and outstanding under said Mortgage as so amended and supplemented.

16. Grantor shall file a copy of this Agreement with the Pennsylvania Public Utility Commission (the "PUC") promptly after the execution hereof. The effective date of the Agreement shall be the 33rd day after such filing of this Agreement, unless prior to such date the PUC has instituted as permitted under Section 507 of the Pennsylvania Public Utility Law, Title 66. In the event proceedings are instituted, then this Agreement shall become effective only after approval by the PUC.

17. (a) The covenants, agreements and conditions herein contained shall inure to and bind the respective successors and, to the extent permitted, assigns of the parties hereto.

(b) Any amendments or modifications of this Agreement shall be made only in a writing executed by all parties to this Agreement (or their permitted successors and assigns).

(c) This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the Commonwealth of Pennsylvania without giving effect to the conflict of law principles thereof.

(d) This Agreement (including the exhibits hereto), and the other documents and instruments specifically provided for herein and therein contain the entire understanding between the parties concerning the subject matter hereof and thereof and, except as expressly provided for herein, supersede all prior understandings and agreements, whether oral or written, between them with respect to the subject matter hereof and thereof.

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

(f) The parties do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or understanding established under this Agreement, except insofar as such third party may be the beneficiary of an indemnity hereunder.

(g) The failure of a party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not

be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, but the obligations of the parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a party shall be valid unless in writing signed by such party or operational by the terms of this Agreement. A waiver by one party of the performance of any covenant, condition, representation or warranty of the other party shall not invalidate this Agreement, nor shall such waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

(EXECUTED BY THE PARTIES ON THE FOLLOWING PAGE)

EXECUTED the day and year first above written.

PECO ENERGY COMPANY

ATTEST:

Assistant Corporate Secretary

BY: _____
Michael A. Williams
Director, Real Estate & Facilities



MONTGOMERY TOWNSHIP

ATTEST/WITNESS:

BY: _____

DG/dg
PE 4244-2

COMMONWEALTH OF PENNSYLVANIA:

: SS.

COUNTY OF

:

On this, the day of 2013, before me, a Notary Public, the undersigned officer, personally appeared M. A. Williams, who acknowledged himself to be Director, Real Estate & Facilities of PECO ENERGY COMPANY, a corporation and that he as such Director, Real Estate & Facilities, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Director, Real Estate & Facilities.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF : SS.
:

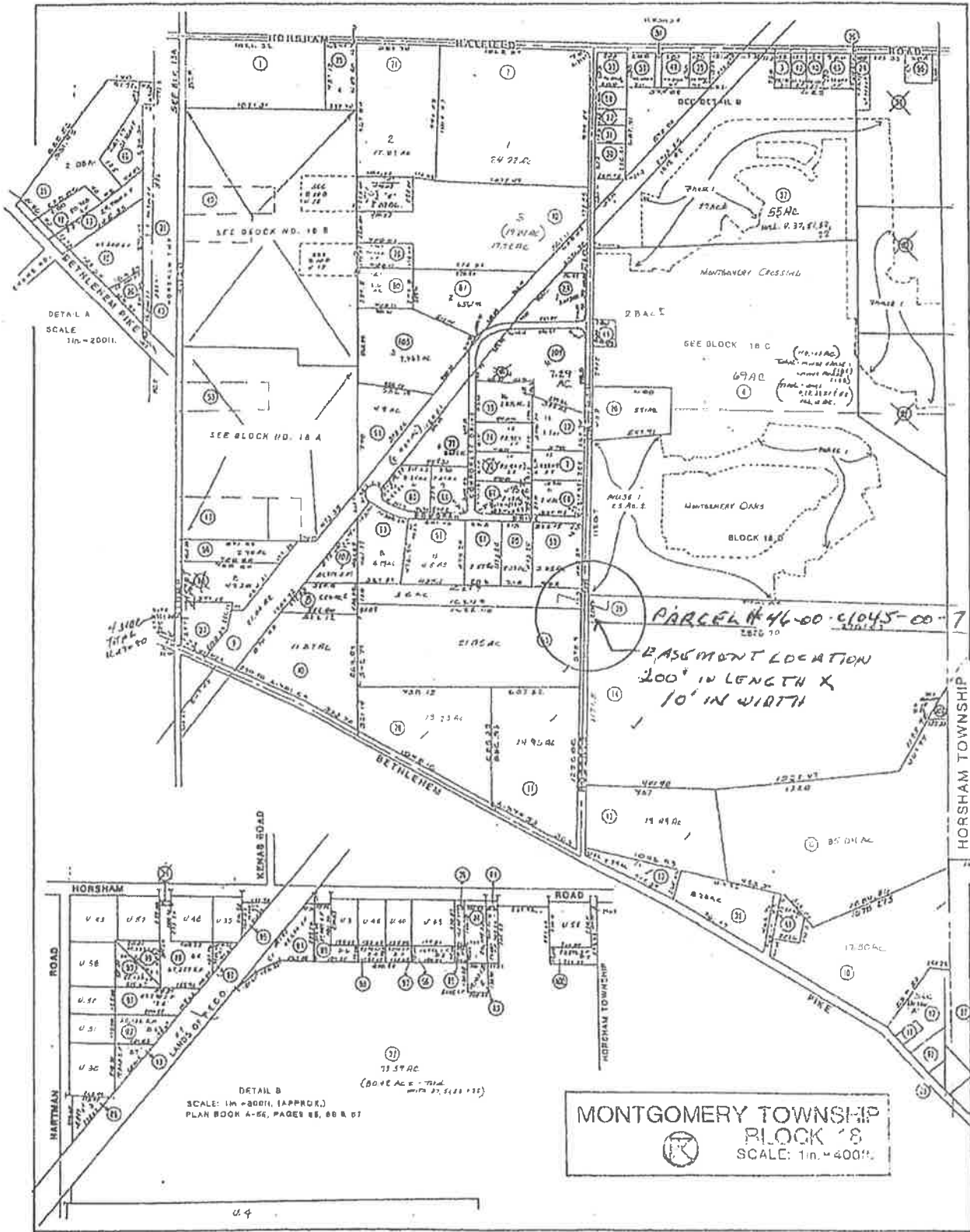
On this, the day of 2013, before me, , the
undersigned officer, personally appeared known
to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the
foregoing instrument, and acknowledged that he executed the same for the purposes
therein contained.

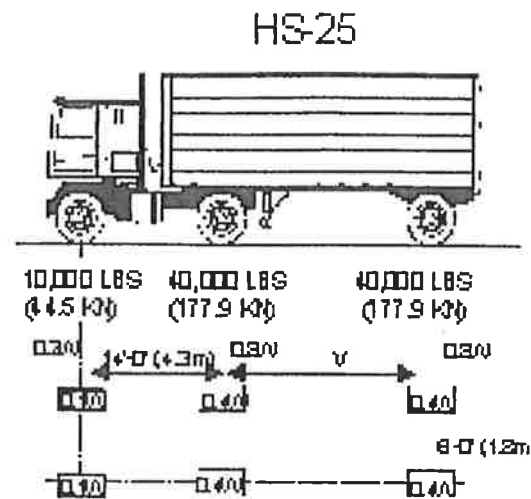
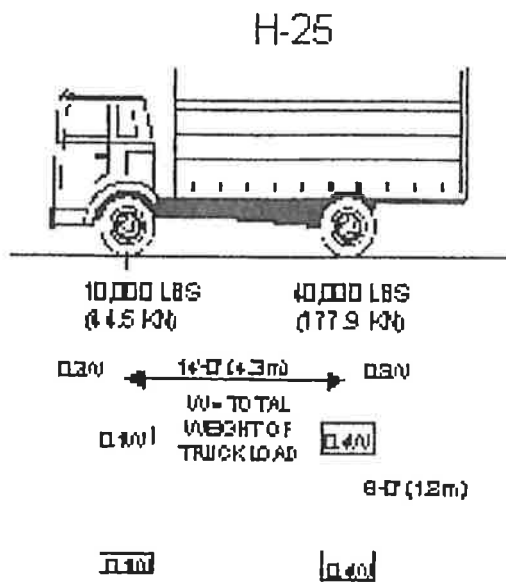
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

File No. 4244-2

DG/dg





W = COMBINED WEIGHT ON THE FIRST TWO AXLES WHICH IS THE SAME AS FOR THE CORRESPONDING H (U) TRUCK

V = VARIABLE SPACING - 14 FEET TO 30 FEET (4.3-9.1 m) INCLUSIVE SPACING TO BE USED IS THAT WHICH

EXHIBIT B

**CONDITIONS FOR WORKING IN THE VICINITY OF
ELECTRIC TRANSMISSION LINES OF
PECO AND ITS SUBSIDIARIES**

CONTACT WITH POWER LINES CAN RESULT IN DEATH OR SERIOUS BURNS

**CALL PECO AT 610-648-7926 or 7913 BEFORE WORKING IN THE
VICINITY OF PECO ELECTRIC TRANSMISSION LINES**

1 DEFINITIONS: As used in this Standard:

- 1.1 PECO means PECO and its subsidiaries.
- 1.2 Contractor means natural person, firm, business association, company, partnership, corporation, tenant, lessee, grantee or licensee who or which is controlling or performing the job or activity that necessitates the approval and notification required by this standard.
- 1.3 In the vicinity of PECO electric transmission lines means construction or other work activities on or adjacent to rights-of-way or easements that contain PECO electric transmission lines, including but not limited to any use of cranes, booms, derricks, ladders or other equipment or items that might come within the horizontal distances set forth in Table I, to PECO overhead conductors.

**TABLE I
Horizontal Distance to Transmission Lines**

<u>Nominal Operating Voltage</u> (volts)	<u>Distance</u>	
	<u>(feet)</u>	<u>(meters)</u>
500,000	50	15.2
230,000 & below	20	6.1

- 2 APPROVAL:** All contractors engaged in construction or other work activities on PECO rights-of-way must obtain the specific advance written approval of PECO Real Estate Department, 2301 Market Street, Philadelphia, Pa. 19101, Telephone (215) 841-5471.

**CONDITIONS FOR WORKING IN THE VICINITY OF
PECO ELECTRIC TRANSMISSION LINES**

ELECTRIC CONSTRUCTION STANDARDS

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PECO

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EXHIBIT C

- 3 **CONTRACTOR'S DUTY AND RESPONSIBILITY:** It is the contractor's duty and responsibility to ensure that all construction or other work activities in the vicinity of PECO electric transmission lines shall be performed in accordance with the latest applicable federal, state and local statutes and regulations. OSHA 29 CFR 1926.1408 to 1926.1410 regulations governs the safe operation of cranes and derricks in the vicinity of electric transmission lines.
- 4 **RESPONSIBILITY FOR SUB-CONTRACTORS:** The prime contractor shall be responsible for supplying copies of the S-7070 to all sub-contractors and determining that the sub-contractors are familiar with the information contained therein. Subcontractors utilizing cranes, booms, hoists, or other equipment in the vicinity of electric transmission lines must adhere to the requirements of OSHA 29 CFR 1926.1408 to 1926.1410 regulations.
- 5 Work activities that are not applicable to the requirements of OSHA 29 CFR 1926.1408 to 1926.1410 shall be considered in the vicinity of PECO electric transmission lines if such work might come within the clearance distances of Table II.

TABLE II
Clearance Distance to Transmission Lines

<u>Nominal Operating Voltage</u> <u>(volts)</u>	<u>Distance</u>	
	<u>(feet)</u>	<u>(meters)</u>
500,000	35	10.7
230,000	25	7.7
138,000	20	6.1
69,000	15	4.6
34,000 and below	12	3.7

- 6 **NOTIFICATION:** In addition to the advance approval required in paragraph 2, the contractor shall contact PECO in accordance with the following schedule:
 - 6.1 As soon as possible, but no less than sixty (60) calendar days before construction or other work activities are to start, if at any time any construction or work activities may or could take place in the vicinity of PECO electric transmission lines, the contractor shall contact PECO New Business Group (800-841-4141) and Transmission and Substations OHT Supervisor, Overhead Transmission Center, 1040 Swedesford Road, Berwyn, Pa. 19312, Telephone 610-648-7926 or 610-648-7913. After this notification, PECO will review the project and

**CONDITIONS FOR WORKING IN THE VICINITY OF
PECO ELECTRIC TRANSMISSION LINES**

ELECTRIC CONSTRUCTION STANDARDS

coordinate with the contractor on what precautionary safety measures, if any, are appropriate: If transmission line outages are required, the contractor and representatives of the T&S will work together to develop a tentative schedule.

- 6.2 The contractor shall also contact the T&S OHT Supervisor at 610-648-7926 or 7913 at least ten (10) working days before construction or other work activity is to begin to confirm scheduling and arrangements.
 - 6.3 If at any time during construction or other work activities, a previously unanticipated need for equipment or personnel in the vicinity of PECO electric transmission lines occurs, the contractor shall immediately contact the OHT Supervisor at 610-648-7926 or 7913. Construction or other work activities in the vicinity of PECO transmission lines without prior notice to PECO in accordance with paragraphs 6.1 and 6.2 is potentially dangerous and is absolutely forbidden.
 - 6.4 In addition to electric transmission lines, PECO rights-of-way and easements may also contain distribution lines. Contractor shall treat all overhead power lines as energized and potentially dangerous. Contractor shall notify PECO at 610-648-7926 or 7913 if at any time any construction or other work activities may or could take place in the vicinity of any overhead power lines.
 - 6.5 In the event of any contact with PECO facilities, the contractor shall call the PECO System Operations at 800-841-4141 as soon as possible.
- 7 **OUTAGES:**
- 7.1 PECO shall determine the available time periods for line outages in the event de-energizing conductors is necessary. If the contractor insists on a specific day or time for an outage which results in the use of inefficient generation, the contractor shall reimburse PECO for the additional generating costs, as determined by PECO System Operations Division.
 - 7.2 If an emergency occurs on the PECO system during a scheduled line outage period and that line is required to maintain system integrity, the contractor shall, within one hour, make the transmission line available for PECO's use and shall cease work within the vicinity of the line.

**CONDITIONS FOR WORKING IN THE VICINITY OF
PECO ELECTRIC TRANSMISSION LINES**

ELECTRIC CONSTRUCTION STANDARDS

- 8 **REIMBURSEMENT BY CONTRACTOR:** PECO shall be reimbursed by the contractor for all costs and expenses incurred in implementing any precautionary safety measures.
- 9 **BLASTING:** No blasting shall be permitted in the vicinity of transmission line facilities without specific advance written approval by PECO. Notification of intent to blast shall be made in accordance with paragraph 6.2.
- 10 **EXCAVATIONS:**
- 10.1 No one shall excavate closer than 40 feet to PECO transmission structures or anchors without specific advance written approval by PECO. Notification of intent to excavate shall be made in accordance with paragraphs 6.1 and 6.2.
- 10.2 Contractors shall comply with the provisions of the Pennsylvania or Maryland One-Call Systems. In Pennsylvania, call 1-800-242-1776. In Maryland, call 1-800-257-7777.
- 11 **GROUNDING SYSTEM:** The contractor shall notify the OHT Supervisor in the event he/she or any subcontractor uncovers or destroys any transmission line grounding leads. The repairs to this equipment shall be made by PECO personnel at the contractor's expense. Contractors and their personnel shall not touch, handle or attempt to repair any exposed or severed grounding leads.
- 12 **STORAGE:** No buildings, storage sheds, trailers, combustible or hazardous materials shall be placed or stored under a transmission line conductor or within 50 feet of a structure.
- 13 **CLEAN-UP OPERATIONS:** After completing construction, the contractor shall remove all unused material and debris, re-establish all roads and trails and return the right-of-way to its original condition within thirty (30) calendar days of work completion. The contractor shall notify PECO at the address described in paragraph 6.1 upon completion of the clean-up operations so that PECO may arrange an inspection to assure compliance with these requirements.

CONDITIONS FOR WORKING IN THE VICINITY OF
PECO ELECTRIC TRANSMISSION LINES

ELECTRIC CONSTRUCTION STANDARDS

INFORMATION REQUIRED TO EVALUATE PROPOSED TRANSMISSION LINE RIGHT-OF-WAYS SECONDARY USES OF PECO AND ITS SUBSIDIARIES

PECO considers proposed secondary uses of transmission line rights-of-way in accordance with its electric construction standards S-7072, "Secondary Uses for Rights-of-Way Along Electric Transmission Lines of PECO and its Subsidiaries" and S-7074, "General Conditions Regulating Approved Secondary Uses for Transmission Line Rights-of-Way of PECO and Its Subsidiaries" respectively. In order to properly evaluate these proposed secondary uses, PECO requires that certain information be submitted to its Real Estate Department as follows:

1.0 PRELIMINARY PLANS

PECO will accept for review and comment a preliminary sketch or concept plan prepared in advance of formal drawings for the purpose of determining the feasibility of a particular right-of-way use. This plan shall indicate the proposed use and general location in relation to PECO's facilities. Six (6) copies of this preliminary report shall be submitted to PECO Real Estate Department, 2301 Market Street, Philadelphia, PA 19101.

2.0 FINAL DRAWINGS - Submission of the final drawings shall be required before PECO will consider granting final approval of the project and before any work may begin on PECO property. Six (6) copies of the final drawings containing the following information shall be submitted for approval to the PECO Real Estate Department:

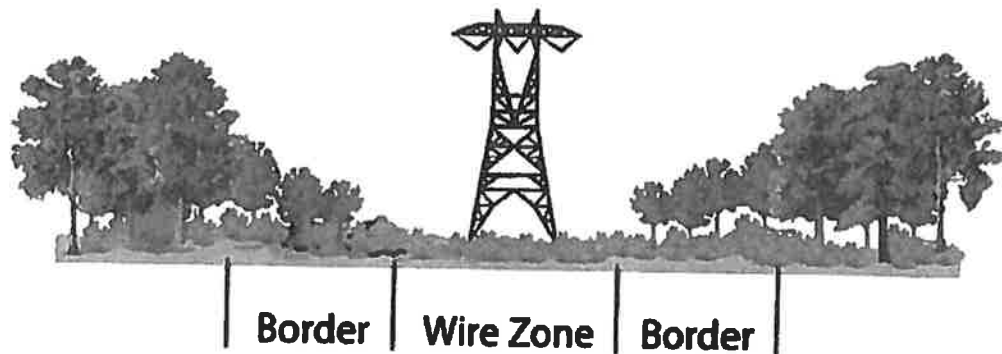
- 2.1** Location of all PECO transmission and distribution structures, including identification numbers, poles, guys manholes, and all underground facilities.
- 2.2** Grade elevations at the base of all PECO facilities.
- 2.3** Proposed road and parking lot details including location, type of construction, grade elevations, drainage plans, and the location of any curbs, sidewalks or protective barriers.
- 2.4** The location and height of all proposed street lights.
- 2.5** Where grading is necessary, include both existing and final grades on the plans.
- 2.6** Where plantings are proposed, the location, the height above final grade at maturity, the number and the species shall be specified.

**SECONDARY USES FOR RIGHTS-OF-WAY ALONG
ELECTRIC TRANSMISSION LINES OF
PECO AND ITS SUBSIDIARIES
ELECTRIC CONSTRUCTION STANDARDS**

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2.7 The diagram above provides guidance for planting within the electric transmission right-of-way. Grasses and herbaceous plants are permitted in the wire zone. Trees may not be planted in the wire zone. Small growing trees or shrubs may be permitted in the border zone of the right-of-way.

2.8 The location, size, and, depth of all proposed underground facilities such as water and sewer lines shall be specified.

2.9 All plans shall be drawn to a suitable scale and elevations shall be referenced to U.S. Coast & Geodetic datum or other datum acceptable to PECO.

3.0 **SAFETY** - All plans and drawings, preliminary and final, involving work in the vicinity of PECO electric lines must include the following:

CONTACT WITH POWER LINES CAN RESULT IN DEATH OR SERIOUS BURNS. TREAT ALL OVERHEAD POWER LINES AS ENERGIZED AND POTENTIALLY DANGEROUS. All contractors and subcontractors must obtain copies of PECO Energy Electric Construction Standard S-7070, "Conditions for Working in the Vicinity of Electric Transmission Lines of PECO and Its Subsidiaries" and comply with its provisions.

**SECONDARY USES FOR RIGHTS-OF-WAY ALONG
ELECTRIC TRANSMISSION LINES OF
PECO AND ITS SUBSIDIARIES
ELECTRIC CONSTRUCTION STANDARDS**

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4.0 REFERENCES

4.1 PECO Construction Standards

- 4.1.1 S-7070: "Conditions for Working in the Vicinity of Electric Transmission Lines of PECO and Its Subsidiaries"**
- 4.1.2 S-7072: "Secondary Uses for Rights-of-Way along Electric Transmission Lines of PECO and Its Subsidiaries"**
- 4.1.3 S-7074: "General Conditions Regulating Approved Secondary Uses for Transmission Line Rights-of-Way of PECO and its Subsidiaries."**

**SECONDARY USES FOR RIGHTS-OF-WAY ALONG
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**GENERAL CONDITIONS REGULATING APPROVED SECONDARY
USES FOR TRANSMISSION LINE RIGHTS-OF-WAY OF PECO AND ITS
SUBSIDIARIES**

CONTACT WITH POWER LINES CAN RESULT IN DEATH OR SERIOUS BURNS

**CALL PECO AT 610-648-7926 OR 610-648-7913 BEFORE WORKING IN THE
VICINITY OF PECO ELECTRIC TRANSMISSION LINES**

The following GENERAL CONDITIONS regulate approved secondary uses of PECO transmission line rights-of-way, whether owned in fee or controlled by easement. The acceptable non-transmission line uses are summarized in PECO Electric Construction Standard S-7072, "Secondary Uses for Rights-of-Way Along Electric Transmission Lines of PECO and Its Subsidiaries."

1.0 UNDERSTANDING

- 1.1** User understands that PECO's business includes construction, installation, maintenance, operation and use of structures, fixtures, facilities and instrumentation, with appurtenances, which now exist or which may hereafter be placed on the right-of-way, which are used or useful for the generation, conversion, transmission or distribution of electricity, or gas or telecommunications services.
- 1.2** User agrees to comply with all requirements of any of the constituted public authorities, and with the terms of any federal or state statute or local ordinance or regulation applicable to the use of the right-of-way, and agrees to indemnify and hold PECO harmless from penalties, fines, costs or damages resulting from User's failure to do so.
- 1.3** User understands that PECO, its successors and assigns, shall have the right to continue to use its rights-of-way for the purposes listed in paragraph 1.1 hereof. PECO reserves the right to require User to relocate or remove any installations, improvements, or plantings. Any relocation or removal shall be accomplished in accordance with the terms and conditions of User's written lease agreement, if applicable, or in accordance with terms and conditions specified by PECO.

2.0 APPROVAL

All proposed secondary uses of PECO rights-of-way shall be subject to the prior written approval of the PECO Real Estate Department, 2301 Market Street, Philadelphia, PA 19101, Telephone (215) 841-5471. All related notifications, submissions and requests for approval, unless otherwise specified, shall be directed to the PECO Real Estate Department.

**GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES
FOR TRANSMISSION LINE RIGHT-OF-WAY OF PECO AND ITS
SUBSIDIARIES**

ELECTRIC CONSTRUCTION STANDARDS

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3.0 SAFETY AND CLEARANCES

CONTACT WITH POWER LINES CAN RESULT IN DEATH OR SERIOUS BURNS. User shall treat all overhead power lines as energized and potentially dangerous. If at any time, construction or other work activities in the vicinity of PECO transmission lines may occur, User and all contractors and subcontractors must obtain from the PECO Real Estate Department the current version of PECO Electric Construction Standard S-7070, "Conditions for Working in the Vicinity of Electric Transmission Lines of PECO and Its Subsidiaries" and must comply with its provisions. Construction or other work activities in the vicinity of PECO transmission lines without prior notice to PECO in accordance with the S-7070 is potentially dangerous and is absolutely forbidden.

4.0 DRAWINGS

Prior to the start of any construction on the right-of-way, User shall submit to PECO, for its approval, plans prepared in accordance with Electric Construction Standard S-7073, "Evaluation of Proposed Transmission Line Rights-of-Way Secondary Uses."

5.0 RELOCATION

User must obtain the prior written approval of PECO Real Estate Department for any relocation of PECO facilities. Approved relocations shall be performed only by PECO or its agents at Users sole cost and expense.

6.0 INSTALLATION

- 6.1** User agrees that all construction work performed by User or its agents within the right-of-way shall be performed in accordance with accepted engineering practices. User understands that PECO may require the bonding and/or grounding of improvements to eliminate the effects of induced voltage.
- 6.2** User agrees that no charge or assessment for the installation of any underground facility shall be made or imposed upon any part of PECO's right-of-way through which any underground facility passes and User shall save PECO harmless from any such charge or assessment at User's sole cost and expense. PECO shall be permitted to connect to Users facilities without a connection charge.

GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES FOR TRANSMISSION LINE RIGHT-OF-WAY OF PECO AND ITS SUBSIDIARIES

ELECTRIC CONSTRUCTION STANDARDS

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PECO

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7.0 EXCAVATIONS

- 7.1** There shall be no construction or excavation within 25 feet of any tower, steel pole structure, wood pole structure or guy anchor without the prior specific written approval of PECO. No construction or excavation shall be permitted in the area between a pole or structure and its associated guy wire anchor. User shall exercise care to prevent cave-ins which could disturb PECO facilities.
- 7.2** User shall comply with the provisions of the Pennsylvania or Maryland One-Call Systems. In Pennsylvania, call 1-800-242-1776. In Maryland, call 1-800-257-7777.
- 7.3** To prevent injuries, User is required to cover all open ditches at night or whenever otherwise unattended.
- 7.4** User agrees that any trenches dug during the installation or subsequent repair of underground facilities shall be properly planked to insure PECO's access across its right-of-way at all times.

8.0 IMPROVEMENTS

User, at Users sole cost and expense, shall install and maintain any public improvements required or necessary for the proposed use, such as sewer or water main extensions, curbs, sidewalks or roadway paving. User also agrees that no charge or assessment shall be made or imposed upon any part of PECO's right-of-way arising or resulting from Users improvements.

9.0 ACCESS

- 9.1** At all times, User shall provide an access route at least 16 feet wide for ingress and egress of PECO vehicles as necessary for the construction and maintenance of its structures and facilities within the right-of-way and adjacent premises, unless this provision is waived in writing by PECO.
- 9.2** When permission is granted by PECO for a highway, road or driveway to cross its right-of-way at an elevation different from the existing elevation of the right-of-way, the construction shall include a ramp from each side of the road to meet the existing right-of-way elevation. Access ramps shall be at least 16 feet wide with a maximum grade of 15%.

10.0 GATES

All fencing within the right-of-way shall include a 16 foot wide gate(s) or wire barricade(s) as described in PECO Electric Construction Standard S-7071, "Right-of-Way Fences, Gates and Barricades."

11.0 LOCKS

PECO shall have the right to install its own lock on any gates within the right-of-way. User shall provide, at its sole cost and expense, a dual/multiple locking system for this purpose.

GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES FOR TRANSMISSION LINE RIGHT-OF-WAY OF PECO AND ITS SUBSIDIARIES

ELECTRIC CONSTRUCTION STANDARDS

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12.0 EXPLOSIVES

User shall not use or store explosives or flammable materials in any form within the right-of-way.

13.0 DRAINAGE

In order to prevent erosion or other drainage problems and to prevent dirt from being placed above any concrete tower foundations, User shall not alter the grade of the right-of-way except as approved under paragraph four hereof.

14.0 PARKING LOTS AND DRIVEWAYS

PECO shall have the right to use any driveway or parking lot located within the right-of-way without being responsible for any damage caused thereto. User shall construct driveways and parking lots to withstand the weight of vehicles which distribute 38,000 pounds per axle.

15.0 LIMITATION OF DAMAGES FOR PLANTINGS

If required by PECO, User shall remove or relocate plantings blocking access to PECO facilities within 30 days after receiving notice. If prior notice cannot be given or if such removal or relocation is not timely completed, PECO shall gain access to its facilities and compensation for damage to User, if any, shall not exceed pro rata rental for the portion of the right-of-way used by PECO for its corporate purposes.

Where plantings are installed without the prior written consent of PECO, User shall remove or relocate plantings as requested by PECO. No compensation will be paid by PECO for this work.

16.0 UNDERGROUND FACILITIES

16.1 The installation of any underground facilities required by User shall be completed at User's expense, in accordance with the Erosion and Sedimentation Control Regulations of the Pennsylvania Department of Environmental Resources (PA-DER) or any other environmental regulatory agency or governmental agency, and with the minimum possible damage to the ground within the PECO right-of-way.

16.2 Any underground installation shall meet applicable standards for minimum cover unless otherwise specified by PECO. PECO reserves the right to require greater than minimum cover. User is aware PECO intends to cross over underground facilities with vehicles generally weighing 38,000 pounds per axle, and the pipeline(s) shall be installed accordingly. PECO does not warrant that any approved or specified cover will protect the pipeline(s).

**GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES
FOR TRANSMISSION LINE RIGHT-OF-WAY OF PECO AND ITS
SUBSIDIARIES**

ELECTRIC CONSTRUCTION STANDARDS

(6/95) Page 4 of 7 REV (3/2011)

- 16.3 User shall furnish engineering plans of pipeline cathodic protection systems for PECO review and approval prior to installation. Cathodic protection interference tests shall be performed on the completed facility at the expense of User. User shall furnish any other information required by PECO.
- 16.4 User shall take special care to avoid leakage at pipe joints or seepage into open ditches during the construction, installation, use, maintenance, repair, renewal, removal or replacement of the pipeline(s).
- 16.4.1 In the event of a leak or a spill involving gasoline, oil or other toxic or hazardous materials or pollutants, User agrees to satisfy all requirements specified by, PECO, the PA DER, the Environmental Protection Agency (EPA), or any environmental regulatory agency or other governmental agency for the cleanup of said leak or spill. User further agrees to assume full responsibility for the cost of the cleanup and any future liability resulting from the leak or spill.
- 16.5 All proposed pipeline or metallic communication line installations which will longitudinally occupy any transmission line right-of-way for a distance greater than 200 feet must have an inductive interference study completed at Users sole cost and expense and reviewed by PECO prior to construction of the proposed facility.
- 16.5.1 At a minimum, inductive interference study shall include the following:
- 16.5.1.1 Induced voltage on the proposed facility at emergency rating of each transmission line (individually) on the right-of-way.
- 16.5.1.2 Induced voltage on the proposed facility at emergency rating of each distribution line (individually) on the right-of-way.
- 16.5.1.3 Induced voltage on the proposed facility at emergency rating of all electric lines on the right-of-way.
- 16.5.1.4 Induced voltage on the proposed facility during a fault (both phase to ground and three phase) on each transmission line on the right-of-way. Faults on the electric transmission lines shall be located at either end of the proposed facility to be installed on the right-of-way and at the middle of the occupation. Fault studies shall also be conducted at any additional locations specified by the PECO engineer.
- 16.5.1.5 If the proposed facility to be installed on the right-of-way is a bare metal structure (i.e. metal pipe), User shall supply to PECO voltage gradient plots of the area around any transmission structure within 50 feet of the facility. If the voltage gradients around any electric structure increase, User, at its sole cost and expense, must install mitigation prior to the proposed pipeline installation.

**GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES
FOR TRANSMISSION LINE RIGHT-OF-WAY OF PECO AND ITS
SUBSIDIARIES**

ELECTRIC CONSTRUCTION STANDARDS

(6/95) Page 5 of 7 REV (3/2011)

PECO

S-7074

16.5.2 Electric transmission and distribution facilities will be added or removed from the right-of-way from time to time. Before PECO adds or removes facilities, the owners of any pipeline or metallic communication line on the PECO right-of-way shall be responsible for completing an initial or revised inductive interference study, submitting it to PECO for review and installing required mitigation, including on PECO's facilities, and at Users sole cost and expense, in a timely manner.

16.5.3 User shall maintain all inductive interference mitigation systems in good operating condition and check for proper operation once each year.

17.0 MARKINGS FOR UNDERGROUND FACILITIES

In order to minimize the number of future dig-ins, User shall be required, as part of any underground installation, to install and maintain at Users expense, permanent markers to identify the location of the underground facility. Pipelines and other similar installations shall be marked where the line enters and exits the right-of-way, at intermediate points along straight runs of pipe and at all angle points where the line changes direction.

18.0 BARRIERS

User shall take precautions to protect PECO structures and facilities, including but not limited to protective barriers. The location of any protective barriers shall be delineated on plans prepared by User and approved by PECO.

19.0 DAMAGE TO PECO FACILITIES

User shall be responsible for any damage caused to PECO facilities and shall be required to reimburse PECO for the cost of repairing the damage. All such damage shall be promptly reported to PECO System Operations, 800-841-4141.

20.0 OUTDOOR ADVERTISING

User shall furnish plans for PECO's prior approval. Plans must show both horizontal and vertical views of Users proposed structure(s) in relationship to PECO facilities.

21.0 INSPECTIONS

User understands and agrees that PECO or its authorized agents have the right to enter the right-of-way at any time for any corporate purpose.

GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES FOR TRANSMISSION LINE RIGHT-OF-WAY OF PECO AND ITS SUBSIDIARIES

ELECTRIC CONSTRUCTION STANDARDS

(6/95) Page 6 of 7 REV (3/2011)

22.0 RESTORATION OF PROPERTY

User agrees upon completion of any work done to: (1) restore the ground to a condition at least equal to that existing prior to such installation, including but not limited to back filling, properly tamping and reseeding the surface of the ground above the facilities and, if necessary, refilling and reseeding following any subsequent settlement of the ground in order to maintain the drainage pattern existing prior to such installation; and (2) repair and put into good condition to the satisfaction of PECO, any and all fences and other improvements injured thereby, and landscaping damaged during the course of users work.

23.0 REFERENCES

23.1 PECO Electric Construction Standards

- 23.1.1** S-7070 - "Conditions For Working in the Vicinity of Electric Transmission Lines of PECO Energy Company and Its Subsidiaries"
- 23.1.2** S-7071 - "Rights-of-Way Fences, Gates and Wire Barricades of PECO and Its Subsidiaries"
- 23.1.3** S-7072 - "Secondary Uses For Rights-of-Way along Electric Transmission Lines of PECO and Its Subsidiaries"
- 23.1.4** S-7073 - "Information Required to Evaluate Proposed Transmission Line Rights-of-Way Secondary Uses of PECO and Its Subsidiaries"

GENERAL CONDITIONS REGULATING APPROVED SECONDARY USES FOR TRANSMISSION LINE RIGHT-OF-WAY OF PECO AND ITS SUBSIDIARIES

ELECTRIC CONSTRUCTION STANDARDS

(6/95) Page 7 of 7 REV (3/2011)

PECO

S-7074

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Escrow Release #5 - LD/S #660 for Wegmans Supermarket

MEETING DATE: August 11, 2014

ITEM NUMBER: **#10**

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Joseph P. Walsh
Chairman

BACKGROUND:

Attached is a construction escrow release for Wegmans Supermarket as recommended by the Township Engineer. The original amount of the escrow was \$6,379,239.45, held as a Surety Bond. This release is in the amount of \$ 745,550.86. This is the fifth escrow release for this project. The new balance is \$125,197.00.

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
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.

RELEASE OF ESCROW FORM

Russell S. Dunlevy, P.E.
Executive Vice President
Gilmore & Associates, Inc.
65 East Butler Avenue, Suite 100
New Britain, PA 18901
215-345-4330

Date: 8/1/2014

Development Name: Montgomery Mall Expansion – LD/S #660

G&A Project #: 2011-12002

Release #: 5

Dear Mr. Dunlevy:

This is an escrow release request in the amount of \$ 745,550.86. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.

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

Date: 8/6/2014

Dear Mr. Gegan:

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$ 745,550.86 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 by the developer.

Jan P Dougherty for RSA

Russell S. Dunlevy, P.E., Executive VP, Gilmore & Associates, Inc.

Resolution # _____

WHEREAS, a request for release of escrow was received from Riley Riper Hollin & Collegreco for Simon Property Group, Inc., in the amount of \$ 745,550.86, on the representation that work set forth in the Land Development Agreement to the extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$ 745,550.86; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$ 745,550.86; 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 performance bond with Montgomery Township in total sum of \$ 6,379,239.45 pursuant to a signed Land Development Agreement and that \$ \$5,508,491.59 has previously been released from escrow. Therefore, the action of the Board releasing said sum leaves a new balance of \$ 125,197.00 in escrow.

MOTION BY: _____

VOTE: _____

SECOND BY: _____

DATED: _____

RELEASED BY: _____

Department Director



GILMORE & ASSOCIATES, INC.

ENGINEERING & CONSULTING SERVICES

August 6, 2014

File No. 2011-12002

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

Reference: Financial Security Release 5
Montgomery Mall Expansion - LD/S # 660

Dear Larry:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements attached to this letter in the amount of \$745,550.86 have been completed. Please find enclosed a copy of our escrow calculations and the application for release of funds for your use.

This release includes all remaining items with the exception of the landscape work in the amount of \$125,197.00 detailed in the attached table prepared by the Township Landscape Architect.

The maintenance of the landscaping at the site is provided by a restrictive covenant; therefore, a maintenance bond is not required for the landscape improvements. However, the developer will be required to provide a maintenance bond for the traffic improvements in the amount of \$23,250 representing 15% of \$155,000. We recommend this maintenance bond be provided and the maintenance period commence at the time the remaining landscape work noted above is released from the escrow.

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

Should you have any further questions or require any additional information, please do not hesitate to contact our office.

Sincerely,

James P. Dougherty, P.E.
Gilmore & Associates, Inc.
Senior Project Engineer

JPD/sl

Enclosures: As Referenced

cc: Bruce S. Shoupe, Director of Planning and Zoning
Marita A. Stoerle, Development Coordinator - Montgomery Township
Kevin Johnson, P.E. - Traffic Planning & Design, Inc.
Judith Stern Goldstein, ASLA, R.L.A. - Boucher & James, Inc.
Greg Kreegar - Simon Property Group, Inc.
Debra A. Shulski - Riley Riper Hollin & Colagrecio
Russell S. Dunlevy, P.E., Executive V.P. - Gilmore & Associates, Inc.

BUILDING ON A FOUNDATION OF EXCELLENCE

65 E. Butler Avenue | Suite 100 | New Britain, PA 18901
Phone: 215-345-4330 | Fax: 215-345-8606
www.gilmore-assoc.com



GILMORE & ASSOCIATES, INC.
ENGINEERING AND CONSULTING SERVICES

ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Montgomery Mall - Wegman's Expansion
PROJECT NO.: 2011-12002
PROJECT OWNER: Simon Property Group
MUNICIPALITY: Montgomery Township
ESCROW AGENT: Travelers Casualty & Surety Co. of America
TYPE OF SECURITY: Performance Bond
AGREEMENT DATE: August 3, 2012

TOTAL CONSTRUCTION (Ph. 1+2A): \$2,016,917.39
TOTAL CONSTRUCTION CONTINGENCY (Ph. 1+2A): \$ 201,691.74
TOTAL CONSTRUCTION (Ph. 2B+3): \$ 3,782,391.20
TOTAL CONSTRUCTION CONTINGENCY (Ph. 2B+3): \$ 378,239.12
TOTAL CONSTRUCTION (ALL PHASES): \$ 5,799,308.59
TOTAL CONSTRUCTION CONTINGENCY (ALL PHASES): \$ 579,930.86
TOTAL CONSTRUCTION ESCROW POSTED (ALL PHASES): \$ 6,379,239.45
TOTAL ENGINEERING/LEGAL (CASH ACCOUNT): \$ 45,000.00
TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00
RELEASE NO.: 5
RELEASE DATE: 5-Aug-2014

AMOUNT OF WORK IN PLACE THIS PERIOD:
REQUIRED RETAINAGE THIS RELEASE (10%):
AMOUNT OF THIS RELEASE:

TOTAL ESCROW RELEASED TO DATE:
TOTAL CONSTRUCTION REMAINING:
TOTAL CONSTRUCTION CONTINGENCY REMAINING:
TOTAL RETAINAGE TO DATE:
TOTAL ESCROW AVAILABLE FOR RELEASE:

MAINTENANCE BOND AMOUNT:

ALL PHASES
\$ 745,550.86
\$ -
\$ 745,550.86

\$ 6,254,042.45
\$ 125,197.00
\$ -
\$ -
\$ 125,197.00

\$ 23,250.00

CONSTRUCTION ITEMS			ESCROW TABULATION			CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 3
			UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
PHASES 1+2A												
I. MOBILIZATION												
1. Mobilization	LS	1			\$30,000.00	\$30,000.00	0	\$0.00	1.00	\$30,000.00	0	\$0.00
II. CLEARING AND DEMOLITION												
1. Clearing and Grubbing	LS	1			10000.00	\$10,000.00	0	\$0.00	1.00	\$10,000.00	0	\$0.00
III. EROSION & SEDIMENTATION CONTROLS												
1. Erosion Slope Matting (NAG P300)	SY	2,618			\$4.13	\$10,812.34	0	\$0.00	2618.00	\$10,812.34	0	\$0.00
2. 18" Silt Fence	LF	1,928			\$1.85	\$3,566.80	0	\$0.00	1928.00	\$3,566.80	0	\$0.00
3. Super Silt Fence	LF	243			\$2.75	\$668.25	0	\$0.00	243.00	\$668.25	0	\$0.00
4. Inlet Protection	EA	24			\$200.00	\$4,800.00	0	\$0.00	24.00	\$4,800.00	0	\$0.00
5. Rock Construction Entrance (AASHTO #3 Stone)	EA	1			\$2,000.00	\$2,000.00	0	\$0.00	1.00	\$2,000.00	0	\$0.00
6. Mountable Berm	EA	1			\$1,200.00	\$1,200.00	0	\$0.00	1.00	\$1,200.00	0	\$0.00
IV. EARTHWORK												
1. Strip and Store Topsoil	ACRE	1			\$2,400.00	\$2,400.00	0	\$0.00	1.00	\$2,400.00	0	\$0.00
2. Export	CY	9,400			\$6.00	\$56,400.00	0	\$0.00	9400.00	\$56,400.00	0	\$0.00
3. Grading (Assumes 2' Over Entire Site)	CY	44,438			\$6.00	\$266,628.00	0	\$0.00	44438.00	\$266,628.00	0	\$0.00
4. Structural Stone Fill	CY	30,701			\$10.00	\$307,010.00	0	\$0.00	30701.00	\$307,010.00	0	\$0.00
V. SANITARY SEWER (ON-SITE)												
1. 8" SDR-35	LF	596			\$27.00	\$16,092.00	0	\$0.00	596.00	\$16,092.00	0	\$0.00
2. Manhole (8 to 10)	EA	4			\$2,500.00	\$10,000.00	0	\$0.00	4.00	\$10,000.00	0	\$0.00



GILMORE & ASSOCIATES, INC.
ENGINEERING AND CONSULTING SERVICES

ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Montgomery Mall - Wegman's Expansion	TOTAL CONSTRUCTION (Ph. 1+2A):	\$2,016,917.39	ALL PHASES	\$ 745,550.86
PROJECT NO.:	20111-12002	TOTAL CONSTRUCTION CONTINGENCY (Ph. 1+2A):	\$ 201,691.74	\$	\$ -
PROJECT OWNER:	Simon Property Group	TOTAL CONSTRUCTION (Ph. 2B+3):	\$ 3,782,391.20	AMOUNT OF THIS RELEASE:	\$ 745,550.86
		TOTAL CONSTRUCTION CONTINGENCY (Ph. 2B+3):	\$ 378,239.12		
MUNICIPALITY:	Montgomery Township	TOTAL CONSTRUCTION (ALL PHASES):	\$ 5,799,308.59	TOTAL ESCROW RELEASED TO DATE:	\$ 6,254,042.45
ESCROW AGENT:	Travelers Casualty & Surety Co. of America	TOTAL CONSTRUCTION CONTINGENCY (ALL PHASES):	\$ 579,930.86	TOTAL CONSTRUCTION REMAINING:	\$ 125,197.00
TYPE OF SECURITY:	Performance Bond	TOTAL CONSTRUCTION ESCROW POSTED (ALL PHASES):	\$ 6,379,239.45	TOTAL CONSTRUCTION CONTINGENCY REMAINING:	\$ -
AGREEMENT DATE:	August 3, 2012	TOTAL ENGINEERING (CASH ACCOUNT):	\$ 45,000.00	TOTAL RETAINAGE TO DATE:	\$ -
		TOTAL ADMINISTRATION (CASH ACCOUNT):	\$ 5,000.00	TOTAL ESCROW AVAILABLE FOR RELEASE:	\$ 125,197.00
		RELEASE NO.:	5		
		RELEASE DATE:	5-Aug-2014	MAINTENANCE BOND AMOUNT:	\$ 23,250.00

ESCROW TABULATION				CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 3	
CONSTRUCTION ITEMS				TOTAL		TOTAL		TOTAL		TOTAL	
PHASES 1+2A (continued)				UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
VI. STORM SEWER											
1. 15" HDPE	LF	258	\$40.00				\$10,320.00	258.00	\$10,320.00	0	\$0.00
2. 18" HDPE	LF	345	\$45.00				\$15,525.00	345.00	\$15,525.00	0	\$0.00
3. 24" HDPE	LF	487	\$54.00				\$26,298.00	487.00	\$26,298.00	0	\$0.00
4. 36" HDPE	LF	372	\$80.00				\$29,760.00	372.00	\$29,760.00	0	\$0.00
5. Inlet	EA	9	\$2,200.00				\$19,800.00	9.00	\$19,800.00	0	\$0.00
6. Manhole	EA	3	\$2,900.00				\$8,700.00	3.00	\$8,700.00	0	\$0.00
VII. WATER DISTRIBUTION											
1. 8" DIP	LF	1,657	\$37.00				\$61,309.00	1657.00	\$61,309.00	0	\$0.00
VIII. CONCRETE WORK											
1. Concrete Curb (Parking & Driveway)	LF	4,744	\$11.00				\$52,184.00	4744.00	\$52,184.00	0	\$0.00
IX. PAVING											
1. Bituminous Paving (Light Duty)	SY	11,732	\$27.00				\$316,764.00	11732.00	\$316,764.00	0	\$0.00
2. Bituminous Paving (Heavy Duty)	SY	3517	\$40.00				\$140,680.00	3517.00	\$140,680.00	0	\$0.00
X. MISCELLANEOUS UTILITIES											
1. Electric	LS	1	15000				\$15,000.00	1.00	\$15,000.00	0	\$0.00
2. Telephone	LS	1	15000				\$15,000.00	1.00	\$15,000.00	0	\$0.00
XI. MISCELLANEOUS											
1. Construction Fence and Signage	LS	1	7500				\$7,500.00	1.00	\$7,500.00	0	\$0.00
2. Concrete Retaining Wall	LF	515	1100				\$566,500.00	515.00	\$566,500.00	0	\$0.00
3. Demolition of Site Features	LS	1	10000				\$10,000.00	1.00	\$10,000.00	0	\$0.00
XII. CONTINGENCY											
1. Contingency	LS	1	\$201,691.74				\$201,691.74	1.00	\$201,691.74	0	\$0.00



GILMORE & ASSOCIATES, INC.
ENGINEERING AND CONSULTING SERVICES

ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Montgomery Mall - Wegman's Expansion
PROJECT NO.: 2011-12002
PROJECT OWNER: Simon Property Group
MUNICIPALITY: Montgomery Township
ESCROW AGENT: Travelers Casualty & Surety Co. of America
TYPE OF SECURITY: Performance Bond
AGREEMENT DATE: August 3, 2012

TOTAL CONSTRUCTION (Ph. 1+2A): \$2,016,917.39
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TOTAL CONSTRUCTION CONTINGENCY (ALL PHASES): \$ 579,930.86
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TOTAL ENGINEERING/LEGAL (CASH ACCOUNT): \$ 45,000.00
TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00
RELEASE NO.: 5
RELEASE DATE: 5-Aug-2014

AMOUNT OF WORK IN PLACE THIS PERIOD:
REQUIRED RETAINAGE THIS RELEASE (10%):
AMOUNT OF THIS RELEASE:
TOTAL ESCROW RELEASED TO DATE:
TOTAL CONSTRUCTION REMAINING:
TOTAL CONSTRUCTION CONTINGENCY REMAINING:
TOTAL RETAINAGE TO DATE:
TOTAL ESCROW AVAILABLE FOR RELEASE:
MAINTENANCE BOND AMOUNT:

ALL PHASES
\$ 745,550.86
\$ -
\$ 745,550.86
\$ 6,254,042.45
\$ 125,197.00
\$ -
\$ 125,197.00
\$ 23,250.00

ESCROW TABULATION				CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 3	
CONSTRUCTION ITEMS				UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT
PHASES 2B+3											
I. MOBILIZATION											
1. Mobilization	LS	1	\$30,000.00				\$30,000.00	1.00	\$30,000.00	0	\$0.00
II. CLEARING AND DEMOLITION											
1. Clearing and Grubbing	LS	1	10000.00				\$10,000.00	1.00	\$10,000.00	0	\$0.00
III. EROSION & SEDIMENTATION CONTROLS											
1. Erosion Slope Matting (NAG P300)	SY	7,590	\$4.13				\$31,346.70	7590.00	\$31,346.70	0	\$0.00
2. Silt Soxx Fence	LF	2,600	\$1.85				\$4,810.00	2600.00	\$4,810.00	0	\$0.00
3. Super Silt Fence	LF	1,880	\$2.75				\$5,170.00	1880.00	\$5,170.00	0	\$0.00
4. Inlet Protection	EA	33	\$200.00				\$6,600.00	33.00	\$6,600.00	0	\$0.00
5. Rock Construction Entrance (AASHTO #3 Stone)	EA	2	\$2,000.00				\$4,000.00	2.00	\$4,000.00	0	\$0.00
IV. STORM SEWER											
1. 12" HDPE	LF	569	\$40.00				\$22,760.00	569.00	\$22,760.00	0	\$0.00
2. 15" HDPE	LF	2,051	\$45.00				\$92,295.00	2051.00	\$92,295.00	0	\$0.00
3. 18" HDPE	LF	366	\$54.00				\$19,764.00	366.00	\$19,764.00	0	\$0.00
4. 24" HDPE	LF	1,113	\$85.00				\$72,345.00	1113.00	\$72,345.00	0	\$0.00
5. 30" HDPE	LF	61	\$80.00				\$4,880.00	61.00	\$4,880.00	0	\$0.00
6. 36" HDPE	LF	796	\$96.00				\$76,416.00	796.00	\$76,416.00	0	\$0.00
7. 24" RCP	LF	15	\$35.00				\$525.00	15.00	\$525.00	0	\$0.00
8. 24" Head/End Wall	EA	2	\$1,500.00				\$3,000.00	2.00	\$3,000.00	0	\$0.00
9. 54" RCP	LF	100	\$71.00				\$7,100.00	100.00	\$7,100.00	0	\$0.00
10. 54" Head/End Wall	EA	1	\$2,900.00				\$2,900.00	1.00	\$2,900.00	0	\$0.00
11. Yard Drain	EA	12	\$2,200.00				\$26,400.00	12.00	\$26,400.00	0	\$0.00
12. Type C Doghouse Inlet	EA	1	\$2,900.00				\$2,900.00	1.00	\$2,900.00	0	\$0.00



GILMORE & ASSOCIATES, INC.
ENGINEERING AND CONSULTING SERVICES

ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Montgomery Mall - Wegman's Expansion
PROJECT NO.: 2011-12002
PROJECT OWNER: Simon Property Group
MUNICIPALITY: Montgomery Township
ESCROW AGENT: Travelers Casualty & Surety Co. of America
TYPE OF SECURITY: Performance Bond
AGREEMENT DATE: August 3, 2012

TOTAL CONSTRUCTION (Ph. 1+2A): \$2,016,917.39
TOTAL CONSTRUCTION CONTINGENCY (Ph. 1+2A): \$ 201,691.74
TOTAL CONSTRUCTION (Ph. 2B+3): \$ 3,782,391.20
TOTAL CONSTRUCTION CONTINGENCY (Ph. 2B+3): \$ 378,239.12
TOTAL CONSTRUCTION (ALL PHASES): \$ 5,799,308.59
TOTAL CONSTRUCTION CONTINGENCY (ALL PHASES): \$ 579,930.86
TOTAL CONSTRUCTION ESCROW POSTED (ALL PHASES): \$ 6,379,239.45
TOTAL ENGINEERING/LEGAL (CASH ACCOUNT): \$ 45,000.00
TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00
RELEASE NO.: 5
RELEASE DATE: 5-Aug-2014

AMOUNT OF WORK IN PLACE THIS PERIOD:
REQUIRED RETAINAGE THIS RELEASE (10%):
AMOUNT OF THIS RELEASE:

TOTAL ESCROW RELEASED TO DATE:
TOTAL CONSTRUCTION REMAINING:
TOTAL CONSTRUCTION CONTINGENCY REMAINING:
TOTAL RETAINAGE TO DATE:
TOTAL ESCROW AVAILABLE FOR RELEASE:

MAINTENANCE BOND AMOUNT:

ALL PHASES
\$ 745,550.86
\$ -
\$ **745,550.86**
\$ 6,254,042.45
\$ 125,197.00
\$ -
\$ -
\$ 125,197.00
\$ 23,250.00

ESCROW TABULATION

CONSTRUCTION ITEMS														UNITS		QUANTITY		PRICE		AMOUNT		QUANTITY		AMOUNT		QUANTITY		AMOUNT		QUANTITY					
PHASES 2B+3 (continued)																																			
IV. STORM SEWER (continued)																																			
13. Manhole														EA		4		\$2,900.00		\$11,600.00		0		0		\$0.00		4.00		\$11,600.00		0		\$0.00	
14. Type "M" Inlet														EA		9		\$2,900.00		\$26,100.00		0		0		\$0.00		9.00		\$26,100.00		0		\$0.00	
15. R-4 Rip Rap														CY		49		\$16.00		\$784.00		0		0		\$0.00		49.00		\$784.00		0		\$0.00	
16. Type "C" Inlet														EA		12		\$2,900.00		\$34,800.00		0		0		\$0.00		12.00		\$34,800.00		0		\$0.00	
V. WATER DISTRIBUTION																																			
1. 6" DIP														LF		93		\$32.00		\$2,976.00		0		0		\$0.00		93.00		\$2,976.00		0		\$0.00	
2. 8" DIP														LF		186		\$37.00		\$6,882.00		0		0		\$0.00		186.00		\$6,882.00		0		\$0.00	
3. 4" DIP														LF		186		\$28.00		\$5,208.00		0		0		\$0.00		186.00		\$5,208.00		0		\$0.00	
4. Gate Valve														EA		16		\$750.00		\$12,000.00		0		0		\$0.00		16.00		\$12,000.00		0		\$0.00	
5. Fire Hydrant														EA		3		\$1,650.00		\$4,950.00		0		0		\$0.00		3.00		\$4,950.00		0		\$0.00	
6. Siamese Fire Connection														EA		1		\$1,000.00		\$1,000.00		0		0		\$0.00		1.00		\$1,000.00		0		\$0.00	
VI. CONCRETE WORK																																			
1. Concrete Curb (Parking & Driveway)														LF		10779		\$11.00		\$118,569.00		0		0		\$0.00		10779.00		\$118,569.00		0		\$0.00	
2. Concrete Sidewalk, 4" Thick														SF		24570		\$12.00		\$294,840.00		0		0		\$0.00		24570.00		\$294,840.00		0		\$0.00	
3. Handicap Ramp-Standard														EA		24		\$2,500.00		\$60,000.00		0		0		\$0.00		24.00		\$60,000.00		0		\$0.00	
VII. PAVING																																			
1. Bituminous Paving (Light Duty)														SY		24492		\$27.00		\$661,284.00		0		0		\$0.00		24492.00		\$661,284.00		0		\$0.00	
2. Bituminous Paving (Heavy Duty)														SY		12108		\$40.00		\$484,320.00		0		0		\$0.00		12108.00		\$484,320.00		0		\$0.00	
3. Heavy Duty Concrete														SY		6886		\$54.00		\$371,844.00		0		0		\$0.00		6886.00		\$371,844.00		0		\$0.00	

ESCROW STATUS REPORT



GILMORE & ASSOCIATES, INC.
ENGINEERING AND CONSULTING SERVICES

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Montgomery Mall - Wegman's Expansion	TOTAL CONSTRUCTION (Ph. 1+2A):	\$2,016,917.39	ALL PHASES	
PROJECT NO.:	2011-12002	TOTAL CONSTRUCTION CONTINGENCY (Ph. 1+2A):	\$ 201,691.74	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ 745,550.86
PROJECT OWNER:	Simon Property Group	TOTAL CONSTRUCTION CONTINGENCY (Ph. 2B+3):	\$ 3,782,391.20	REQUIRED RETAINAGE THIS RELEASE (10%):	\$ -
		TOTAL CONSTRUCTION CONTINGENCY (Ph. 2B+3):	\$ 378,239.12	AMOUNT OF THIS RELEASE:	\$ 745,550.86
MUNICIPALITY:	Montgomery Township	TOTAL CONSTRUCTION (ALL PHASES):	\$ 5,799,308.59	TOTAL ESCROW RELEASED TO DATE:	\$ 6,254,042.45
ESCROW AGENT:	Travelers Casualty & Surety Co. of America	TOTAL CONSTRUCTION CONTINGENCY (ALL PHASES):	\$ 579,930.86	TOTAL CONSTRUCTION REMAINING:	\$ 125,197.00
TYPE OF SECURITY:	Performance Bond	TOTAL CONSTRUCTION ESCROW POSTED (ALL PHASES):	\$ 6,379,239.45	TOTAL CONSTRUCTION CONTINGENCY REMAINING:	\$ -
AGREEMENT DATE:	August 3, 2012	TOTAL ENGINEERING/LEGAL (CASH ACCOUNT):	\$ 45,000.00	TOTAL RETAINAGE TO DATE:	\$ -
		TOTAL ADMINISTRATION (CASH ACCOUNT):	\$ 5,000.00	TOTAL ESCROW AVAILABLE FOR RELEASE:	\$ 125,197.00
		RELEASE NO.:	5		
		RELEASE DATE:	5-Aug-2014	MAINTENANCE BOND AMOUNT:	\$ 23,250.00

ESCROW TABULATION				CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 3	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
PHASES 2B+3 (continued)											
VIII. LANDSCAPING											
1.	Deciduous Tree (3"-3.5" Cal)	EA	525	\$375.00	\$196,875.00	81	\$30,375.00	525.00	\$196,875.00	0	\$0.00
2.	Transplant Zelkova	EA	5	\$350.00	\$1,750.00	0	\$0.00	5.00	\$1,750.00	0	\$0.00
3.	Evergreen Tree (8'-10' Ht.)	EA	213	\$250.00	\$53,250.00	49	\$12,250.00	213.00	\$53,250.00	0	\$0.00
4.	Ornamental Tree (8'-10' Ht.)	EA	212	\$325.00	\$68,900.00	15	\$4,875.00	212.00	\$68,900.00	0	\$0.00
5.	Deciduous Shrub (#5 Cont.)	EA	1232	\$65.00	\$80,080.00	91	\$5,915.00	1232.00	\$80,080.00	0	\$0.00
6.	Evergreen Shrub (#3 Cont.)	EA	455	\$65.00	\$29,575.00	73	\$4,745.00	455.00	\$29,575.00	0	\$0.00
7.	Topsoil	CY	3909	\$30.00	\$117,270.00	3909	\$117,270.00	3909.00	\$117,270.00	0	\$0.00
8.	Ornamental Grass	EA	365	\$10.00	\$3,650.00	100	\$1,000.00	365.00	\$3,650.00	0	\$0.00
9.	Perennial (2 Qt.)	EA	870	\$6.00	\$5,220.00	325	\$1,950.00	870.00	\$5,220.00	0	\$0.00
10.	Perennial (4" Pot)	EA	3733	\$3.50	\$13,065.50	0	\$0.00	3733.00	\$13,065.50	0	\$0.00
11.	Turf Seed	SY	10500	\$1.25	\$13,125.00	10500	\$13,125.00	10500.00	\$13,125.00	0	\$0.00
12.	Raingarden/Native Meadow Seed Mix	SY	8120	\$1.35	\$10,962.00	8120	\$10,962.00	8120.00	\$10,962.00	0	\$0.00
IX. SITE LIGHTING											
1.	Street Lamp with Pole	EA	39	\$2,800.00	\$109,200.00	0	\$0.00	39.00	\$109,200.00	0	\$0.00
2.	Street Lamp - Wall Packs	EA	9	\$1,500.00	\$13,500.00	0	\$0.00	9.00	\$13,500.00	0	\$0.00
X. MISCELLANEOUS UTILITIES											
1.	Gasline	LS	1	\$15,000.00	\$15,000.00	0	\$0.00	1.00	\$15,000.00	0	\$0.00
2.	Electric	LS	1	\$15,000.00	\$15,000.00	0	\$0.00	1.00	\$15,000.00	0	\$0.00
3.	Telephone	LS	1	\$15,000.00	\$15,000.00	0	\$0.00	1.00	\$15,000.00	0	\$0.00
XI. MISCELLANEOUS											
1.	North Wales Road - Traffic Improvements	LS	1	\$150,000.00	\$150,000.00	0	\$0.00	1.00	\$150,000.00	0	\$0.00
2.	Montgomery Mall Entrance - Signal Improvements	LS	1	\$155,000.00	\$155,000.00	0.57	\$88,350.00	1.00	\$155,000.00	0	\$0.00
3.	Supplemental Traffic Study	LS	1	\$55,000.00	\$55,000.00	0	\$0.00	1.00	\$55,000.00	0	\$0.00



GILMORE & ASSOCIATES, INC.
ENGINEERING AND CONSULTING SERVICES

ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Montgomery Mall - Wegman's Expansion
PROJECT NO.: 2011-12002
PROJECT OWNER: Simon Property Group
MUNICIPALITY: Montgomery Township
ESCROW AGENT: Travelers Casualty & Surety Co. of America
TYPE OF SECURITY: Performance Bond
AGREEMENT DATE: August 3, 2012

TOTAL CONSTRUCTION (Ph. 1+2A): \$2,016,917.39
TOTAL CONSTRUCTION CONTINGENCY (Ph. 1+2A): \$ 201,691.74
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TOTAL ENGINEERING/LEGAL (CASH ACCOUNT): \$ 45,000.00
TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 5,000.00
RELEASE NO.: 5
RELEASE DATE: 5-Aug-2014

AMOUNT OF WORK IN PLACE THIS PERIOD:
REQUIRED RETAINAGE THIS RELEASE (10%):
AMOUNT OF THIS RELEASE:

TOTAL ESCROW RELEASED TO DATE:
TOTAL CONSTRUCTION REMAINING:
TOTAL CONSTRUCTION CONTINGENCY REMAINING:
TOTAL RETAINAGE TO DATE:
TOTAL ESCROW AVAILABLE FOR RELEASE:

MAINTENANCE BOND AMOUNT:

ALL PHASES
\$ 745,550.86
\$ -
\$ **745,550.86**

\$ 6,254,042.45
\$ 125,197.00
\$ -
\$ -
\$ 125,197.00
\$ 23,250.00

ESCROW TABULATION

CONSTRUCTION ITEMS					UNIT		TOTAL		TOTAL		TOTAL	
					UNITS	QUANTITY	PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
PHASES 2B+3 (continued)												
XI. MISCELLANEOUS (continued)	4.	Traffic Improvements from Supp. Study	LS	1	\$13,000.00	\$13,000.00	0	\$0.00	1.00	\$13,000.00	0	\$0.00
	5.	Street/Parking Signs	EA	87	\$200.00	\$17,400.00	0	\$0.00	87.00	\$17,400.00	0	\$0.00
	6.	Stop Sign (R-1)	EA	36	\$250.00	\$9,000.00	0	\$0.00	36.00	\$9,000.00	0	\$0.00
	7.	Retaining Wall-Segmented	SF	1180	\$25.00	\$29,500.00	0	\$0.00	1180.00	\$29,500.00	0	\$0.00
	8.	Chain Link Fence	LF	475	\$20.00	\$9,500.00	0	\$0.00	475.00	\$9,500.00	0	\$0.00
	9.	Gabion Berm	LF	150	\$175.00	\$26,250.00	0	\$0.00	150.00	\$26,250.00	0	\$0.00
	10.	Paving Striping	LS	1	\$25,000.00	\$25,000.00	0	\$0.00	1.00	\$25,000.00	0	\$0.00
	11.	Pavement Symbol	EA	73	\$150.00	\$10,950.00	0	\$0.00	73.00	\$10,950.00	0	\$0.00
XII. CONTINGENCY	1.	Contingency	LS	1	\$378,239.12	\$378,239.12	1	\$378,239.12	1.00	\$378,239.12	0	\$0.00
XIII. REMAINING LANDSCAPE WORK	1.	Remaining Landscape Work per Attached by B&J	LS	1	\$125,197.00	\$125,197.00	0	\$0.00	0.00	\$0.00	1	\$125,197.00

**MONTGOMERY MALL EXPANSION
MONTGOMERY TOWNSHIP (7/15/14)
REMAINING LANDSCAPE WORK COSTS**

PROJECT #11 55 259R LD/S # 660

ITEM DESCRIPTION	SIZE	DEAD / MISSING / UNDERSIZED / ADDL. TREES			POOR HEALTH / OTHER WORK			PRUNING			TOTAL	
		QTY.	COST	AMOUNT	QTY.	COST	AMOUNT	QTY.	COST	AMOUNT	QTY.	AMOUNT
1.0 <u>Shade Trees</u>												
Acer rubrum	3 - 3 1/2" cal.	0	\$ 375.00	\$ -	0	\$190.00	\$ -	4	\$ 75.00	\$ 300.00	0	\$ 300.00
Acer rubrum 'Red Sunset'	2 1/2 - 3" cal.	20	\$ 275.00	\$ 5,500.00	0	\$140.00	\$ -	0	\$ 75.00	\$ -	20	\$ 5,500.00
(to supplement 50 undersized)												
Fagus grandifolia	3 - 3 1/2" cal.	1	\$ 375.00	\$ 375.00	0	\$190.00	\$ -	0	\$ 75.00	\$ -	1	\$ 375.00
Gleditsia triacanthos var. inermis 'Shademaster'	3 - 3 1/2" cal.	8	\$ 375.00	\$ 3,000.00	0	\$190.00	\$ -	52	\$ 75.00	\$ 3,900.00	8	\$ 6,900.00
Gymnocladus dioicus	3 - 3 1/2" cal.	0	\$ 375.00	\$ -	0	\$190.00	\$ -	17	\$ 75.00	\$ 1,275.00	0	\$ 1,275.00
Liquidambar styraciflua 'Rotundiloba	3 - 3 1/2" cal.	4	\$ 375.00	\$ 1,500.00	3	\$190.00	\$ 570.00	12	\$ 75.00	\$ 900.00	7	\$ 2,970.00
Liriodendron tulipifera	3 - 3 1/2" cal.	7	\$ 375.00	\$ 2,625.00	1	\$190.00	\$ 190.00	12	\$ 75.00	\$ 900.00	8	\$ 3,715.00
Platanus x acerifolia	3 - 3 1/2" cal.	2	\$ 375.00	\$ 750.00	2	\$190.00	\$ 380.00	50	\$ 75.00	\$ 3,750.00	4	\$ 4,880.00
Quercus bicolor	3 - 3 1/2" cal.	36	\$ 375.00	\$13,500.00	0	\$190.00	\$ -	0	\$ 75.00	\$ -	36	\$ 13,500.00
(Sub. Acer rubrum 'Red Sunset')												
Quercus borealis	3 - 3 1/2" cal.	14	\$ 375.00	\$ 5,250.00	0	\$190.00	\$ -	1	\$ 75.00	\$ 75.00	14	\$ 5,325.00
(Sub. Acer saccharum)												
Quercus imbricaria (Quercus coccinea)	3 - 3 1/2" cal.	16	\$ 375.00	\$ 6,000.00	0	\$190.00	\$ -	0	\$ 75.00	\$ -	16	\$ 6,000.00
(Sub. Acer saccharum)												
Quercus phellos	3 - 3 1/2" cal.	3	\$ 375.00	\$ 1,125.00	2	\$190.00	\$ 380.00	6	\$ 75.00	\$ 450.00	5	\$ 1,955.00
Tilia cordata	3 - 3 1/2" cal.	2	\$ 375.00	\$ 750.00	3	\$190.00	\$ 570.00	68	\$ 75.00	\$ 5,100.00	5	\$ 6,420.00
Zelkova serrata	3 - 3 1/2" cal.	0	\$ 375.00	\$ -	0	\$190.00	\$ -	17	\$ 75.00	\$ 1,275.00	0	\$ 1,275.00
SUBTOTAL		113		\$40,375.00	11		\$ 2,090.00	239		\$17,925.00	124	\$ 60,390.00
2.0 <u>Transplant Zelkova Trees</u>												
Zelkova serrata	3 - 3 1/2" cal.	1	\$ 375.00	\$ 375.00	0	\$190.00	\$ -	0	\$190.00	\$ -	1	\$ 375.00
SUBTOTAL		1		\$ 375.00	0		\$ -	0		\$ -	1	\$ 375.00

ITEM DESCRIPTION		SIZE		DEAD / MISSING / UNDERSIZED / ADDL. TREES		POOR HEALTH / OTHER WORK		PRUNING		TOTAL	
				QTY.	COST	AMOUNT	QTY.	COST	AMOUNT	QTY.	AMOUNT
3.0	Evergreen Trees										
	Ilex opaca	8'-10' ht.		44	\$ 250.00	\$11,000.00	0	\$125.00	\$ -	44	\$ 11,000.00
	(Sub. P. strobus, P. pungens, and P. menziesii)										
	Magnolia grandiflora 'Edith Bogue'	8'-10' ht.		0	\$ 250.00	\$ -	0	\$125.00	\$ -	0	\$ 900.00
	Pinus strobus	8'-10' ht.		10	\$ 250.00	\$ 2,500.00	3	\$125.00	\$ 375.00	13	\$ 2,875.00
	Pseudotsuga menziesii	8'-10' ht.		3	\$ 250.00	\$ 750.00	1	\$125.00	\$ 125.00	4	\$ 875.00
	Thuja occidentalis 'Nigra'	8'-10' ht.		1	\$ 250.00	\$ 250.00	1	\$125.00	\$ 125.00	2	\$ 375.00
	SUBTOTAL			58		\$14,500.00	5		\$ 625.00	63	\$ 16,025.00
4.0	Ornamental/Flowering Trees										
	Amelanchier canadensis	8'-10' ht.		9	\$ 325.00	\$ 2,925.00	1	\$160.00	\$ 160.00	10	\$ 3,085.00
	Cercis canadensis	8'-10' ht.		0	\$ 325.00	\$ -	19	\$160.00	\$ 3,040.00	19	\$ 3,040.00
	Crataegus phaenopyrum 'Washington'	8'-10' ht.		0	\$ 325.00	\$ -	1	\$160.00	\$ 160.00	1	\$ 160.00
	Magnolia virginiana	8'-10' ht.		9	\$ 325.00	\$ 2,925.00	4	\$160.00	\$ 640.00	13	\$ 3,565.00
	Taxodium distichum	8'-10' ht.		15	\$ 325.00	\$ 4,875.00	0	\$160.00	\$ -	15	\$ 4,875.00
	SUBTOTAL			33		\$10,725.00	25		\$ 4,000.00	58	\$ 14,725.00
5.0	Deciduous Shrubs										
	Aronia arbutifolia	30" height		51	\$ 65.00	\$ 3,315.00	0	\$ 35.00	\$ -	51	\$ 3,315.00
	Clethra alnifolia	30" height		13	\$ 65.00	\$ 845.00	0	\$ 35.00	\$ -	13	\$ 845.00
	Fothergilla gardenii	30" height		25	\$ 65.00	\$ 1,625.00	0	\$ 35.00	\$ -	25	\$ 1,625.00
	Hydrangea quercifolia	30" height		13	\$ 65.00	\$ 845.00	0	\$ 35.00	\$ -	13	\$ 845.00
	Ilex verticillata	30" height		37	\$ 65.00	\$ 2,405.00	0	\$ 35.00	\$ -	37	\$ 2,405.00
	Itea virginica	30" height		22	\$ 65.00	\$ 1,430.00	0	\$ 35.00	\$ -	22	\$ 1,430.00
	Myrica pensylvanica	30" height		32	\$ 65.00	\$ 2,080.00	0	\$ 35.00	\$ -	32	\$ 2,080.00
	Viburnum carlesii	30" height		5	\$ 65.00	\$ 325.00	3	\$ 35.00	\$ 105.00	8	\$ 430.00
	Viburnum dentatum	30" height		15	\$ 65.00	\$ 975.00	0	\$ 35.00	\$ -	15	\$ 975.00
	Rhus aromatica 'Gro Low'	30" height		4	\$ 65.00	\$ 260.00	0	\$ 35.00	\$ -	4	\$ 260.00
	SUBTOTAL			217		\$14,105.00	3		\$ 105.00	220	\$ 14,210.00

ITEM DESCRIPTION		SIZE		DEAD / MISSING / UNDERSIZED / ADDL. TREES		POOR HEALTH / OTHER WORK		PRUNING		TOTAL	
				QTY.	COST	AMOUNT	QTY.	COST	AMOUNT	QTY.	AMOUNT
6.0	Evergreen Shrubs										
	Ilex glabra 'Shamrock'		24" Height	25	\$ 65.00	\$ 1,625.00	0	\$ 35.00	\$ -	25	\$ 1,625.00
	Ilex x meserveae 'Blue Girl'		24" Height	19	\$ 65.00	\$ 1,235.00	66	\$ 35.00	\$ 2,310.00	85	\$ 3,545.00
	Juniperus chinensis 'Sargentii'		30" Height	1	\$ 65.00	\$ 65.00	0	\$ 35.00	\$ -	1	\$ 65.00
	Prunus laurocerasus 'Otto Luyken'		24" Height	5	\$ 65.00	\$ 325.00	0	\$ 35.00	\$ -	5	\$ 325.00
	SUBTOTAL			50		\$ 3,250.00	66		\$ 2,310.00	116	\$ 5,560.00
7.0	Perennial/Groundcover/Ornamental Grasses/Seed Mixes										
	Deschampsia flexuosa		#1 cont.	100	\$ 10.00	\$ 1,000.00	0	\$ 5.00	\$ -	100	\$ 1,000.00
	Hemerocallis 'Stella d'Oro'		2 Qt.	325	\$ 6.00	\$ 1,950.00	0	\$ 3.00	\$ -	325	\$ 1,950.00
	SUBTOTAL			425		\$ 2,950.00	0		\$ -	425	\$ 2,950.00
8.0	Seed Mixes										
	Raingarden/Native Meadow Seed Mix		8,120 SF	1	\$10,962.00	\$10,962.00	0	\$ -	\$ -	1	\$ 10,962.00
	SUBTOTAL			1		\$10,962.00	0		\$ -	1	\$ 10,962.00
9.0	TOTAL ALL REPLACEMENT COSTS					\$97,242.00			\$ 9,130.00		\$125,197.00
									\$18,825.00		

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Waiver of Permit Fee for Signs – Mary, Mother of the Redeemer Catholic Church

MEETING DATE: August 11, 2014 ITEM NUMBER: # 11

MEETING/AGENDA: ACTION XX NONE

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

INITIATED BY: Bruce Shoupe BOARD LIAISON: Joseph P. Walsh
Director of Planning and Zoning Chairman

BACKGROUND:

In the past, it has been the policy of the Board of Supervisors to waive permit fees for non-profit and religious organizations. The Township has received a request from Mary, Mother of the Redeemer Catholic Church to waive the \$2,025.00 permit fee for 8 sign replacements; some directional and others identifying the various buildings on the property.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

That the permit fees for Mary, Mother of the Redeemer Catholic Church sign permit be waived.

MOTION/RESOLUTION:

Resolution is attached.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the request of Mary, Mother of the Redeemer Catholic Church to waive the \$2,025.00 permit fee for eight sign replacements; some directional and others identifying the various buildings on the property.

MOTION BY:

SECOND BY:

VOTE:

DATE:

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



Mary, Mother of the Redeemer Catholic Church

1325 Upper State Road • North Wales, PA 19454-1007 • P: 215-362-7400 • F: 215-362-4127 • www.mmredeemer.org

August 5, 2014

Board of Supervisors
Montgomery Township
1001 Stump Road
Montgomeryville, Pa.

Re: Sign Permit

Dear Sir:

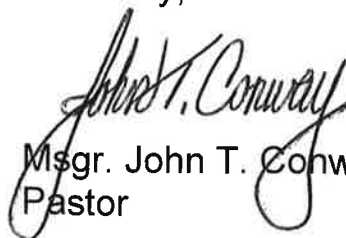
We are planning on replacing some existing signs and installing some new directional signage on the property.

We are respectfully requesting a Waiver of Sign Permit fees.

If you should have additional questions, please feel free to contact me.

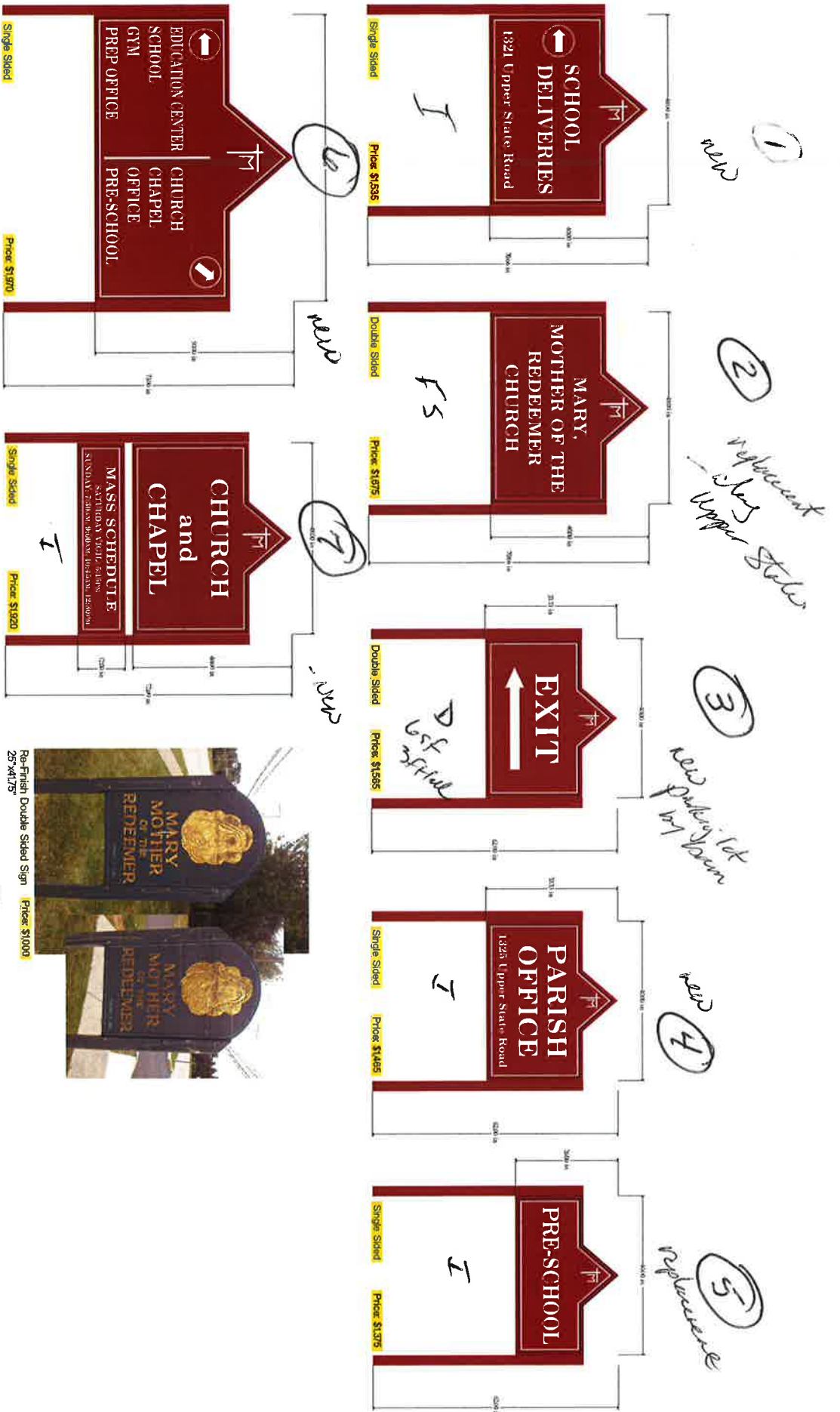
Thank you for your consideration in this matter.

Sincerely,



Msgr. John T. Conway
Pastor

Mary, Mother of the Redeemer, help us share in the work of redemption.



**PROOF: PLEASE REPLY BY E-MAIL
OR FAX TO INITIATE ORDER:**

P.O. Box 74, 5 New Glencoe Road, Line Lexington, PA 18932
(215) 822-9469 FAX (215) 822-0432
email - displayandsign@verizon.net

www.displayandsign.com



Once you approve this artwork we will begin the custom manufacturing of your order. Please note your approval will hold you financially responsible for this order. Please review carefully all spelling numbers and punctuation is correct per this proof. Any misspelling will be subject to correction charges. Due to monitor and printing variations the colors used on this proof are not an exact match to the actual colors that will be produced. If colors are critical please pick actual color swatches or request color samples. Please check with your township to see if a permit is required for your sign. Permits are the customers responsibility. Installation or delivery is additional unless otherwise stated.

Signed _____ Date _____

Any past due payments are subject to a 2% monthly charge. Any returned checks are subject to a \$25.00 fee and are due within 10 days. Our prices are discounted for cash or check payment, a credit card convenience fee will apply using a credit card.



1



2



3



6



7



4

**PROOF: PLEASE REPLY BY E-MAIL
OR FAX TO INITIATE ORDER:**

P.O. Box 74, 5 New Galeno Road, Line Lexington, PA 18932
(215) 822-9469 FAX (215) 822-0432
email - displayandsign@verizon.net

Once you approve this artwork we will begin the custom manufacturing of your order. Please note your approval will hold you financially responsible for this order. Please review carefully all spelling numbers and punctuation is correct per this proof. Any misspelling will be subject to correction charges. Due to monitor and printing variations the colors used on this proof are not an exact match to the actual colors that will be produced. If colors are critical please pick actual color swatches or request color samples. Please check with your township to see if a permit is required for your sign. Permits are the customers responsibility. Installation or delivery is additional unless otherwise stated.

Signed _____

Date _____

Any past due payments are subject to a 2% monthly charge. Any returned checks are subject to a \$25.00 fee and are due within 10 days. Our prices are discounted for cash or check payment. A credit card convenience fee will apply using a credit card.



www.displayandsign.com

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Waiver of Building Permit Fees – Bharatiya Temple Exterior Stucco Permit

MEETING DATE: August 11, 2014 ITEM NUMBER: # 12

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning BOARD LIAISON: Joseph P. Walsh
Chairman

BACKGROUND:

In the past, it has been the policy of the Board of Supervisors to waive permit fees for non-profit and religious organizations. The Township has received a request from the Bharatiya Temple to waive the \$2,514.00 permit fee for an Exterior Stucco permit at the Bharatiya Temple.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

That the permit fee for Bharatiya Temple be waived.

MOTION/RESOLUTION:

Resolution is attached.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the request of Bharatiya Temple to waive the permit fee of \$2,514.00 for an Exterior Stucco permit at the Bharatiya Temple at 1612 County Line Road.

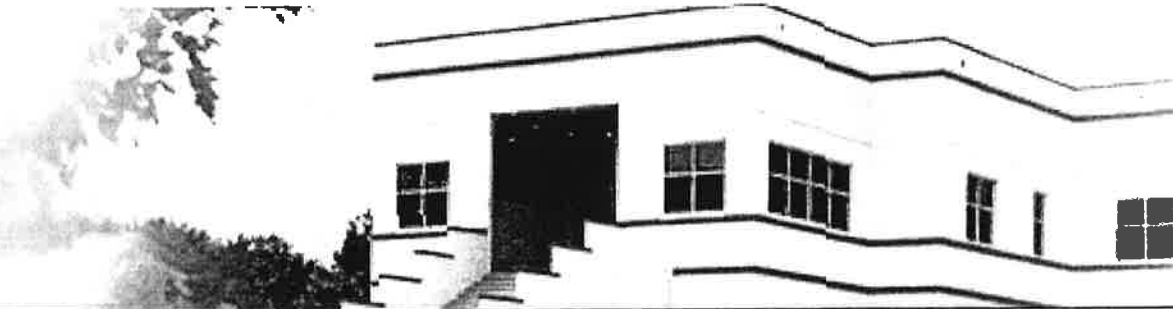
MOTION BY:

SECOND BY:

VOTE:

DATE:

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



Bharatiya Temple

Bharatiya Cultural Center

Nand Todi-President
Mohinder Sardana-Vice President
Sanjeev Jindal-Secretary
Ramesh Adiraju-Treasurer

Board of Directors

Bipin Amin 215-699-5156
Harnath Doddapaneni 215-442-1499
Sanjeev Jindal 610-812-2026
Akanksha Kalra 610-275-3522
Mohinder Sardana 610-584-5989
Narendra Shah 215-361-1544
Bala Balasubramanian 215-69-2827
Ashok Soni 215-540-0979
Nand Todi 215-699-0406

Committees

Bharatiya Temple Inc

Religious Programs

Nand Todi 215-699-0406

Prasad & Food

T. Sarada 215-674-9573

Padma Patel 215-362-7418

General Administration

Vipul Rathod 215-641-8091

Facility Maintenance

Dilip Sheth 610-955-5481

Public Relations

Sanjeev Jindal 215-652-4447

Capital Expense

Nand Todi 215-699-0406

Finance

Mohinder Sardana 610-584-5989

Fundraising

Ramesh Adiraju 215-542-8596

Bharatiya Cultural Center Inc

Health & Human Services

E. Balasubramanian 215-641-0195

Educational

Renuka Adiraju 215-542-8596

Cultural Programs

Harnath Doddapaneni 215-442-1499

Youth Group

Vinod Sardana 610-584-5989

Women's Group

Akanksha Kalra 610-275-3522

Bharatiya Vidyalaya

Narendra Shah 215-361-1544

August 4, 2014

Montgomery Township office of Planning and Zoning
1001 Stump Road
Montgomeryville, Pa 18936

Attn: Bruce Shoupe

Board of Supervisors:

Bharatiya Temple requests a waiver of the \$2,514 permit fee for the outer wall application fee permit we have recently submitted. As you realize, every dollar counts as we continue to grow and improve the outside of our Temple.

The Township has always worked with us, helping to build and improve our place our worship.

Thank you for your consideration

Sincerely,

Nand Todi

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Payment of Bills

MEETING DATE: August 11, 2014 ITEM NUMBER: #13

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

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

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:

Approve all bills as presented.

MOTION/RESOLUTION:

None.

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

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
26027	7/30/14	00000499	MONTGOMERY TWP. PROFESSIONAL	144.26
26028	7/30/14	1264	MORGAN STANLEY SMITH BARNEY INC	5,904.05
26029	7/30/14	00001785	YELLOWBIRD BUS COMPANY, INC.	-250.00
26030	8/8/14	00000967	DELAWARE VALLEY HEALTH INSURANCE	1,917.50
58259	7/31/14	00000540	MYSTIC PIZZA	284.00
58260	7/31/14	00001785	YELLOWBIRD BUS COMPANY, INC.	250.00
58261	8/4/14	00001998	TROPIANO BUS COMPANY LLC	420.00
58262	8/4/14	00001785	YELLOWBIRD BUS COMPANY, INC.	-250.00
58263	8/5/14	00000331	HATFIELD TOWNSHIP	329.00
58264	8/5/14	00001998	TROPIANO BUS COMPANY LLC	-1,080.00
58265	8/5/14	00001998	TROPIANO BUS COMPANY LLC	240.00
58266	8/5/14	00001998	TROPIANO BUS COMPANY LLC	420.00
58267	8/6/14	00000535	CHICK-FIL-A	354.00
58268	8/6/14	00001998	TROPIANO BUS COMPANY LLC	-240.00
58269	8/6/14	00000755	ART DEPT STUDIOS	433.00
58270	8/8/14	00000006	ACME UNIFORMS FOR INDUSTRY	35.93
58271	8/8/14	00000075	ALDERFER GLASS COMPANY, INC.	278.81
58272	8/8/14	00000683	ALEXANDER J. DEANGELIS	30.00
58273	8/8/14	00000443	ALL STATE DESIGN GROUP INC	200.00
58274	8/8/14	00000027	ARMOUR & SONS ELECTRIC, INC.	21,382.29
58275	8/8/14	00000031	AT&T	275.42
58276	8/8/14	00902910	AUSTIN HARRISON	70.00
58277	8/8/14	00000043	BERGEY'S	2,357.33
58278	8/8/14	00902895	BERTRAND ELECTRIC LLC	910.00
58279	8/8/14	00001903	BRIAN JANSSENS	30.00
58280	8/8/14	00000423	FAMILY DINING, INC.	36.72
58281	8/8/14	00902918	CALVIN BOHANNON	35.00
58282	8/8/14	00000072	CANON FINANCIAL SERVICES, INC	1,319.00
58283	8/8/14	00001601	CDW GOVERNMENT, INC.	1,354.59
58284	8/8/14	00001178	CHIEF/LAW ENFORCEMENT SUPPLY	158.45
58285	8/8/14	00000326	COUNTY OF MONTGOMERY	47.52
58286	8/8/14	00000391	CRUISERS, INC.	764.24
58287	8/8/14	00000111	DAVID H. LIGHTKEP, INC.	328.75
58288	8/8/14	00000024	DAVID P. BENNETT	15.00
58289	8/8/14	00001945	DAVID S. WOLFE	30.00
58290	8/8/14	902920	DAVID SORIANO	1,200.00
58291	8/8/14	00001941	DAVID W. VASCONEZ	30.00
58292	8/8/14	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	256.52
58293	8/8/14	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	37.65
58294	8/8/14	00001520	DELAWARE VALLEY INSURANCE TRUST	46,159.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
58295	8/8/14	00000120	DELAWARE VALLEY WORKERS	45,715.00
58296	8/8/14	00000208	DELL MARKETING L.P.	14,133.43
58297	8/8/14	00001172	DETLAN EQUIPMENT, INC.	10.50
58298	8/8/14	00002037	DIANA MARIA A. ALAVAREZ	1,164.80
58299	8/8/14	00001166	DRUMHELLER CONSTRUCTION, INC.	15,772.14
58300	8/8/14	00000967	DELAWARE VALLEY HEALTH INSURANCE	145,118.91
58301	8/8/14	00001332	EAGLE POWER & EQUIPMENT CORP	445.66
58302	8/8/14	00000161	EUREKA STONE QUARRY, INC.	17,455.95
58303	8/8/14	00001466	FEDEX OFFICE	3.00
58304	8/8/14	00000180	FRANK CALLAHAN COMPANY, INC.	98.09
58305	8/8/14	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	69.00
58306	8/8/14	00000198	GLASGOW, INC.	58,577.32
58307	8/8/14	00001842	GLEN ROETMAN	30.00
58308	8/8/14	00001323	GLICK FIRE EQUIPMENT COMPANY INC	1,836.48
58309	8/8/14	00000229	GRAINGER	42.75
58310	8/8/14	00000203	GRANTURK EQUIPMENT CO., INC.	47.95
58311	8/8/14	00000213	HAJOCA CORPORATION	94.65
58312	8/8/14	00000215	HAVIS, INC.	83.16
58313	8/8/14	00000531	INTERSTATE FLEETS, INC.	430.00
58314	8/8/14	00000148	JONATHAN S. BEER	450.00
58315	8/8/14	00902920	JAMES J. FARRIS	1,200.00
58316	8/8/14	00000735	JB BRAVO COMPANY	7,215.00
58317	8/8/14	00000522	JOE BIFOLCO	20.00
58318	8/8/14	00902813	JOEDY JOHNSON	244.75
58319	8/8/14	00001964	JOHN CATALDI	30.00
58320	8/8/14	00000890	JOHN H. MOGENSEN	30.00
58321	8/8/14	00001843	JOSEPH M. BENNETT	30.00
58322	8/8/14	00000740	K.J. DOOR SERVICES INC.	628.68
58323	8/8/14	00902921	KAREN AUBERT	6.00
58324	8/8/14	00902911	KIM P. GREENE	210.00
58325	8/8/14	00002011	LAMINEX, INC.	595.29
58326	8/8/14	00000194	MARK HOCKMAN	94.95
58327	8/8/14	00000689	MARY KAY KELM, ESQUIRE	1,225.00
58328	8/8/14	00000201	LAWRENCE J. MURPHY	662.07
58329	8/8/14	00001330	MCCALLION STAFFING SPECIALISTS	481.50
58330	8/8/14	00000643	MONTGOMERY COUNTY-NORRISTOWN	10,000.00
58331	8/8/14	00000771	MONTGOMERY TOWNSHIP HISTORICAL	6,000.00
58332	8/8/14	00000321	MUSCO CORPORATION	940.00
58333	8/8/14	00000356	NORTH WALES WATER AUTHORITY	95.64
58334	8/8/14	00001134	OFFICE DEPOT, INC	225.23

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
58335	8/8/14	00001440	ORION SAFETY PRODUCTS	417.60
58336	8/8/14	00000186	JAROTH INC.	178.12
58337	8/8/14	00000397	PECO ENERGY	97.66
58338	8/8/14	00000397	PECO ENERGY	1,723.32
58339	8/8/14	00000397	PECO ENERGY	36.76
58340	8/8/14	00000397	PECO ENERGY	74.72
58341	8/8/14	00001358	PENNSYLVANIA RECREATION AND PARK	12,412.00
58342	8/8/14	00002025	PET DINER, THE	69.30
58343	8/8/14	00000345	PRINTWORKS & COMPANY, INC.	1,331.14
58344	8/8/14	00001630	PSI - PROTECTION SERVICES INC.	214.20
58345	8/8/14	00000251	PSI PERSONNEL, LLC	1,472.26
58346	8/8/14	00000252	SUNG K. KIM	601.95
58347	8/8/14	00001146	RESERVE ACCOUNT	1,500.00
58348	8/8/14	00000117	RIGGINS INC	4,133.31
58349	8/8/14	00000115	RIGGINS, INC	3,820.16
58350	8/8/14	00000530	ROBERT L. ADSHEAD	530.00
58351	8/8/14	00000459	SCOTT COMMUNICATIONS, INC.	157.00
58352	8/8/14	00000465	SHAPIRO FIRE PROTECTION COMPANY	839.85
58353	8/8/14	00000163	SHARON TUCKER	93.93
58354	8/8/14	00000833	THE SHERWIN WILLIAMS COMPANY	19.49
58355	8/8/14	00001656	SOSMETAL PRODUCTS INC.	158.93
58356	8/8/14	00001200	SYNATEK	2,600.00
58357	8/8/14	00001982	TEMPLE UNIVERSITY - CJTP	475.20
58358	8/8/14	00001783	THE HOMER GROUP	2,353.05
58359	8/8/14	00000772	THE PEAK CENTER	3,000.00
58360	8/8/14	00001273	TIM KUREK	1,141.50
58361	8/8/14	00001771	TIMAC AGRO USA	547.50
58362	8/8/14	00001984	TRAFFIC PLANNING AND DESIGN, INC.	9,967.54
58363	8/8/14	00000506	TRANS UNION LLC	30.00
58364	8/8/14	00002031	TRI-COUNTY ELECTRICAL SUPPLY	975.92
58365	8/8/14	00001998	TROPIANO BUS COMPANY LLC	-420.00
58366	8/8/14	00000327	U.S. MUNICIPAL SUPPLY INC.	778.44
58367	8/8/14	00000040	VERIZON	853.95
58368	8/8/14	00001033	VERIZON CABS	1,089.45
58369	8/8/14	00000170	VERIZON COMMUNICATIONS, INC.	129.99
58370	8/8/14	00000170	VERIZON COMMUNICATIONS, INC.	139.99
58371	8/8/14	00000038	VERIZON WIRELESS SERVICES, LLC	480.22
58372	8/8/14	00000038	VERIZON WIRELESS SERVICES, LLC	764.99
58373	8/8/14	00000809	VISITING NURSE ASSOCIATION	1,500.00
58374	8/8/14	00000760	WASTE MANAGEMENT OF	634.36

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
58375	8/8/14	00001329	WELDON AUTO PARTS - LANSDALE (NAPA)	256.77
58376	8/8/14	00000632	WEST GENERATOR SERVICES INC.	155.00
58377	8/8/14	00001084	WITMER ASSOCIATES, INC.	1,322.00
58378	8/8/14	00000590	YOCUM FORD	63.31
TOTAL				478,691.81

MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
07/31/2014	IRS	941 Payment	\$81,506.24
07/31/2014	BCG	401/457 Plan Payment	\$23,928.07
07/31/2014	PA-SCDU	Withholding Payment	\$2,292.36
07/31/2014	PA UC Fund	2 nd Qtr. UC-2 Payment	\$1,100.94
08/01/2014	ICMA	DROP Plan Payment	\$13,616.22
08/01/2014	Berkheimer	2 nd Qtr. EIT Payment	\$17,655.68
08/06/2014	IRS	945 Payment	\$4,671.09
08/06/2014	Commonwealth of PA	State Tax Payment	\$8,761.03
Total Paid as of 08/11/2014			\$153,531.63