

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
October 13, 2015

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

Lawrence J. Grogan
Township Manager

ACTION MEETING – 8:00 PM

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of September 28, 2015 Meeting
6. Announcement of Opening of Community and Recreation Center
7. Recognition of Retirement of Police Canine Jammer
8. Announce Resignation of Police Officer
9. Consider Request for Approval of DFS & FDMT 2015-2016 PA Fire Commissioner's Grant
10. Consider Authorization to Participate in the Montgomery County Consortium 2015-2016 Cooperative Rock Salt Purchase Contract
11. Consider Approval of Barnside Compost Agreement
12. Consider Authorization to Advertise Proposed Ordinance #15-289- Amending Stop Intersections & Yield Intersections- Montgomery Village
13. Consider Authorization of Execution of a Lease Agreement between Montgomery Township and the Volunteer Medical Service Corps
14. Consider Escrow Release – Traffic Signal Escrow – Taco Bell – LDS#601
15. Consider Payment of Bills
16. Other Business
17. Adjournment

Future Public Hearings/Meetings:

10-14-2015 @6:45pm – Autumn Festival Committee
10-14-2015 @7:30pm – Park & Recreation Board
10-15-2015 @7:30pm – Planning Commission
10-19-2015 @7:30pm – Finance Committee
10-21-2015 @8:00pm – Sewer Authority Board
10-21-2015 @7:30pm – Shade Tree Commission
10-21-2015 @7:30pm – Public Safety Commission
10-26-2015 @8:00pm – Board of Supervisors

Budget Workshop Meetings:

10-20-2015 @ 6:30pm
10-21-2015 @ 6:30pm
10-22-2015 @ 6:30pm
10-28-2015 @ 6:30pm
10-29-2015 @ 6:30pm (if needed)

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: October 13, 2015 ITEM NUMBER: #3

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Michael J. Fox, Chairman
of the Board of Supervisors



BACKGROUND:

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

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Announcement of Executive Session

MEETING DATE: October 13, 2015 ITEM NUMBER: **#4**

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

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

BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Minutes for September 28, 2015

MEETING DATE: October 13, 2015 ITEM NUMBER: #5

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Michael J. Fox, Chairman
of the Board of Supervisors

BACKGROUND:

Please contact Deb Rivas on Tuesday, October 13, 2015 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
SEPTEMBER 28, 2015**

Chairman Michael J. Fox called the executive session to order at 7:30 p.m. In attendance were Vice Chairman Candyce Fluehr Chimera, Supervisors Robert Birch, Jeffrey McDonnell and Joseph Walsh. Also in attendance were Frank Bartle, Esquire, and Lawrence Gegan.

Chairman Michael J. Fox called the action meeting to order at 8:06 p.m. In attendance were Vice Chairman Candyce Fluehr Chimera, Supervisors Robert Birch, Jeffrey McDonnell and Joseph Walsh. Also in attendance were Frank Bartle, Esquire, Lawrence Gegan, Scott Bendig, Rick Lesniak, Shannon Drosnock, Ann Shade, Stacy Crandell, Bruce Shoupe, Kevin Costello, Rich Grier, Brian Forman, Kelsey McMeans and Deb Rivas.

Following the Pledge of Allegiance, Chairman Michael J. Fox called for public comment from the audience and there was none.

Township Solicitor Frank Bartle, Esquire reported that the Board had met in an executive session earlier in the evening at 7:30 p.m. to discuss two matters. The litigation matter was the Zoning Hearing Board case for the Pour House Restaurant Signage. The second item was a matter of potential litigation. Mr. Bartle stated that these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Supervisor Joseph Walsh made a motion and Vice Chairman Candyce Fluehr Chimera seconded the motion to approve the minutes of the September 14, 2015 Board meeting. The minutes of the meeting were unanimously approved as submitted.

Assistant to the Township Manager Stacy Crandell introduced Katie Walker of The PEAK Center who was present to accept the Township's donation check in the amount of \$3,000. Ms. Walker reported that The PEAK Center has an annual budget of \$680,000 and that the County funds approximately 40% of that amount, so donations such as the one from the Township are very helpful to keep the center thriving. Ms. Walker reported on the current

construction status of the new facility which will be completed in the Fall of 2016, and showcased some of the popular programs that the senior center offers to the Township and surrounding area residents.

Director of Fire Services Richard Lesniak reported that the national observance of Fire Prevention Week 2015 will be held from October 5th through October 11th. This year's theme is "Hear the Beep Where You Sleep – Every Bedroom Needs a Smoke Alarm". A fire safety educational display will be located in the lobby of the Township building from October 5th through the 10th and the Fire Department of Montgomery Township (FDMT) will be hosting an Open House on Monday evening, October 5th at Wegmans. Members of the Department will be displaying the apparatus and distributing public education materials. In addition to those activities, during the month of October, the Department of Fire Services will be conducting fire drills, fire safety inspections and fire prevention talks at all schools, day care centers, health care facilities and hotels. Resolution #1 made by Chairman Michael Fox, seconded by Vice Chairman Candyce Fluehr Chimera, and adopted unanimously, recognized October 5th through October 11th as Fire Prevention Week.

Police Chief Scott Bendig reported that the Police Department would be recognizing several members of the Department for their outstanding performance in the line of duty on June 6, 2015 as recommended by the Police Department's Award Committee. The Official Commendation for Life Saving was awarded to Officers Daniel Rose, Peter Bryne and Anthony Long for an incident involving a bicyclist who had collapsed on a roadway. Mr. Andy Cousin was present and thanked each officer for saving his life. Without them, Mr. Cousin said he would not be standing here today. Resolution #2 made by Chairman Michael Fox, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, recognized and commended Officers Daniel Rose, Peter Byrne and Anthony Long for their outstanding performances as Montgomery Township Police Officers in the line of duty.

Police Chief Scott Bendig reported that at the July 27, 2015 Board of Supervisors meeting, the Board authorized the Township's participation in the Montgomery County Purchase and Interest Free Finance Program for Public Safety Radios. This program was announced in 2012 by the Montgomery County Commissioners to upgrade the aging radio system used by first responders throughout the County. To help reduce the financial burden on the first responders, the Montgomery County Commissioners has negotiated a one-time bulk purchasing agreement that resulted in a \$300 savings per radio. Montgomery County has also worked out a program with the Delaware Valley Regional Finance Authority (DVRFA) to provide financing for local governments. Municipalities will be able to borrow funds to cover the costs of new radios and repay the principal of those loans over a five-year period to the DVRFA, which will administer the loan and the county will pay the interest and administrative costs.

Any fire companies, EMS squads or other agencies that would like to take advantage of the one-time financing opportunity to purchase radios must do so through a sponsoring municipality that will be responsible for repayment. In order to participate in the financing the Township needs to provide the County with details of their planned equipment purchase in writing and submit the required paperwork to participate in the one-time interest-free financing package being offered through the County by Oct. 1, 2015. The Department of Fire Services/Office of Emergency Management, Fire Department of Montgomery Township, Montgomery Township Police Department, and Volunteer Medical Service Corps – Lansdale estimated the number of radios it plans to purchase as part of the bulk purchasing program. At this time, the Police Department, Fire Services Department, Fire Department of Montgomery Township and the Volunteer Medical Service Corp of Lansdale have submitted their requested number of radios required to be purchased at this time. Resolution #3 made by Chairman Michael Fox, seconded by Supervisor Robert Birch and adopted unanimously, authorized the purchase of radio equipment for the Township's Police, Fire, and Volunteer Emergency Medical Services agencies through Montgomery County at a cost of \$536,651.72.

Police Chief Scott Bendig announced the resignation of Police Dispatcher Joseph M. Bennett. Mr. Bennett worked for the Police Department as a Police Dispatcher since September 3, 2013. His separation was effective September 22, 2015. Chairman Michael Fox commented that the Township is appreciative of his service and wishes him well in his future endeavors. Resolution #4 made by Chairman Michael Fox, seconded by Supervisor Joseph Walsh and adopted unanimously, recognized the resignation of Joseph M. Bennett from his position as a Police Dispatcher with Montgomery Township.

Assistant to the Township Manager Stacy Crandell announced that the date of the Fall 2015 Curbside Leaf and Yard Waste Pickup will be on Saturday, November 21, 2015. In order to participate, residents must place the collected leaf and yard waste materials in biodegradable paper bags at the curb prior to 7:00 a.m. the day of the collection. In addition to the curbside leaf waste collection, the Township will continue to conduct its monthly leaf and yard waste drop off collection site on the third Saturday of every month. The location for the drop off site is the William F. Maule Park at Windlestrae (Main Section/Kenas Road) from 8:00 a.m. to Noon.

Planning & Zoning Director Bruce Shoupe introduced the Preliminary/Final Land Development Plan LDS #685 for PJW Restaurant Group – Pour House Restaurant at 801 Bethlehem Pike. The applicant intends to construct a 72 seat, 1,405 square foot four-season building addition to an existing restaurant building (former Macaroni Grill) at the Airport Square Shopping Center. Additional improvements include the construction of a new landscape area, concrete curb and a reconfigured sidewalk. The Township Staff and Consultants have reviewed this plan for compliance with Township Codes. Chairman Michael Fox confirmed with the applicant and his attorney that they concur with the proposed resolution and conditions of approval. Resolution #5 made by Chairman Michael Fox, seconded by Supervisor Joseph Walsh and adopted unanimously, granted conditional, preliminary/final approval of the land development application and plan LDS #685 for PJW Restaurant Group – Pour House Restaurant at 801 Bethlehem Pike.

Director of Public Works Kevin Costello reported that during the Fuel System Upgrade Project at the Public Works Facility, several conditions developed when the old pumps and the concrete tank pad were removed. During the excavation, some contaminated soil was discovered under the old fuel pumps that needed to be excavated and disposed of in accordance with the DEP Regulations. In anticipation of this, bid specifications included a unit price schedule for soil remediation, labor and equipment. Also, the project required installation of extra concrete for the widening of the concrete pad located over the underground tanks and to relocate the pump island further from the building, the installation of one new tank probe and the replacement of two deteriorated underground vent pipes and a vacuum vent. As a result of this additional work, a change order was generated in the amount of \$11,555.78. Resolution #6 made by Chairman Michael Fox, seconded by Supervisor Robert Birch and adopted unanimously, approved Change Order #1 to the contract with Miniscalco Construction LLC for the Fuel System Upgrade project at a cost of \$11,555.78.

Autumn Festival Committee Chairman Mary Griffith Alfarano and Township Athletic and Recreation Coordinator Matt Reimel provided highlights for the upcoming Autumn Festival Community Day scheduled for Saturday, October 3, 2015 at the William F. Maule Park at Windlestrae. The Autumn Festival Committee has received numerous sponsorships, has secured over 59 vendors and an additional 10 food vendors. The Opening Ceremony will begin at 12:00pm with the presentation of the American Flag by the North Penn High School Junior ROTC Color Guard. Day long highlights will include amusement rides, corn maze, Fire and Police demonstrations, hay rides, pony rides, petting zoo, pumpkin decorating, dance and gymnastics demonstrations, scarecrow making and a special appearance by the Amazing Spiderman. A disc jockey will be at the event the entire day. The event will conclude with a concert by the Mango Men and a spectacular fireworks show.

Director of Recreation and Community Center Brian Forman reported on the budget for the Autumn Festival and requested that the Board authorize the transfer of \$7,000 to the

Autumn Festival fund to support the expenditures for the event. Resolution #7, made by Chairman Michael Fox, seconded by Vice Chairman Candyce Chimera and adopted unanimously, authorized the transfer of \$7,000 from the General Fund to the Autumn Festival Fund.

Director of Finance Shannon Drosnock reported that Act 205, Section 304 requires that the Chief Administrative Officer for Montgomery Township submit the Minimum Municipal Obligation (MMO) for the upcoming budget year to the Board on or before the last business day in September. The MMO is the calculated funding obligation to the Township's Police and Non-Uniform Employee Pension Plans. Resolution #8 made by Chairman Michael Fox, seconded by Supervisor Joseph Walsh and adopted unanimously, accepted the 2016 MMO for the Montgomery Township Police Pension Fund in the amount of \$761,309 and the 2016 MMO for the Montgomery Township Non-Uniform Employee Pension Fund in the amount of \$279,591.

Director of Finance Shannon Drosnock reported that each year the Board of Supervisors and Township staff participate in budget workshops to discuss and finalize plans for the coming year. This year, the staff proposes the following dates for the budget workshops: Tuesday, October 20, 2015, Wednesday, October 21, 2015, Thursday, October 22, 2015, Wednesday, October 28, 2015, and Thursday, October 29, 2015, if needed. Resolution #9 made by Chairman Michael Fox, seconded by Supervisor Joseph Walsh and adopted unanimously, authorized the dates as referenced for the 2016 Budget workshops.

Township Manager Lawrence Gregan reported that the Township is proposing to install a marked pedestrian crosswalk on Claremont Drive between Beacon Court and the Township's Spring Valley Park. Also incorporated into the project will be implementation of "traffic calming" improvements to encourage a reduction in vehicle speed along Claremont Drive at the crossing. In order to implement the project, two ADA ramps will need to be installed along with appropriate crosswalk and lane striping. One of the required ADA ramps will encroach onto the property of the Wethersfield Home Owners Association, and a temporary construction easement

will be required for this encroachment. Resolution #10 made by Supervisor Joseph Walsh, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, authorized the execution of the Temporary Construction Easement with the Wethersfield Home Owners Association for the Claremont Drive Pedestrian Crosswalk Project.

Chairman Michael Fox made a motion to approve the payment of bills for September 28, 2015. 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 8:50 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Community and Recreation Center Announcements

MEETING DATE: October 13, 2015

ITEM NUMBER: #6

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Brian Forman,
Director of Recreation and Community Center

BOARD LIAISON: Michael J. Fox, Chairman
Liaison to Park & Recreation Board

BACKGROUND:

This evening we are pleased to share exciting news about the Community and Recreation Center!

The Community and Recreation Center is now available for the public to walk in for tours during the following days and hours starting on October 13, 2015:

- o Tuesday – Thursday: October 13 – 15 between the hours of 9:00 am – 7:00 pm
- o Friday October 16 between the hours of 9:00 am – 4:30 pm
- o Saturday October 17 between the hours of 9:00 am – 1:00 pm
- o Tuesday – Thursday: October 19 – 22 during the hours of 9:00 am – 7:00 pm
- o Friday – October 23 between the hours of 9:00 am – 4:30 pm

We would like to remind everyone to attend the Dedication Ceremony on Saturday, October 24 from 11am – 3pm. The day will include Police and Fire Department demonstrations, as well as Recreation Program demonstrations for the public to participate in. The Montgomery County Bookmobile will be onsite in addition to a DJ, moon bounces, face painting, balloon artist, magician, and more. From 2pm-3pm, the event will conclude with a Mango Men concert. This event is completely free to the public, including food!

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

RECOMMENDATION:

Announce Community and Recreation Center Tour Schedule, Dedication Ceremony Information, Opening Date and Operating Schedule.

MOTION/RESOLUTION: None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Recognition of Retirement of Police Canine Jammer

MEETING DATE: October 13, 2015 ITEM NUMBER: #7

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: J. Scott Bendig, Chief of Police BOARD LIAISON: Michael J. Fox, Chairman

BACKGROUND:

Earlier this year Canine Jammer retired after over ten years of service to the Montgomery Township Police Department. Jammer entered service with the Township Police Department in 2005, serving as a dual purpose canine, specializing in both patrol work and drug detection.

During his distinguished career, Canine Jammer and his handler, Sgt. Robert Hart, responded to over 400 calls for service, resulting in the arrest of numerous offenders and the seizure of significant quantities of drugs. This team also competed yearly in the United States Police Canine Associations Police field trials, obtaining numerous tracking, narcotic, Detector Dog and PD1 Certifications.

Canine Jammer is well known to the Montgomery Township community, having been involved in over 60 public appearances/demonstrations during his years of service.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None

RECOMMENDATION:

It is recommended that the Board of Supervisors recognize Canine Jammer for his ten years of service to the police department and citizens of Montgomery Township.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize Canine Jammer for his ten years of service to the Police Department and citizens of Montgomery Township.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Announce the Resignation of Police Officer

MEETING DATE: October 13, 2015 ITEM NUMBER: #8

MEETING/AGENDA: ACTION XX NONE

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

INITIATED BY: J. Scott Bendig, Chief of Police BOARD LIAISON: Michael J. Fox, Chairman

BACKGROUND:

Montgomery Township wishes to recognize and acknowledge the employment and resignation of Brandi McCoy, who worked for the police department as a police officer since July 29, 2011. Brandi's separation will be effective October 15, 2015.

The Township appreciates Brandi's service and wishes her well in her future endeavors.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

RECOMMENDATION:

Acknowledge the employment and resignation of Brandi McCoy from her position as a police officer with Montgomery Township.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize the resignation of Brandi McCoy from her position as a police officer with Montgomery Township.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Request for Approval of DFS & FDMT 2015-2016 PA Fire Commissioner's Grant Application

MEETING DATE: October 13, 2015

ITEM NUMBER: #9

MEETING/AGENDA:

ACTION X

NONE

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

INITIATED BY: Richard M. Lesniak
Director of Fire Services

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

BACKGROUND:

The Montgomery Township Department of Fire Services (DFS) and Fire Department of Montgomery Township (FDMT) are requesting the Board of Supervisor's approval to submit applications through the Pennsylvania State Fire Commissioner's Office annual Volunteer Firefighter/ Volunteer Ambulance Service Grant program. Each grant application will be approximately \$15,000.00.

The DFS and FDMT both intend to use this funding to replace a portion of its aging stock of fire hose.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

There are no local matching funds required for this grant program.

RECOMMENDATION:

It is recommended that the Board of Supervisors grant approval for the DFS and FDMT to submit applications to the PA Fire Commissioner's Volunteer Firefighter/Ambulance Service Grant program for the purchase of fire hose in the amount totaling \$30,000.00 (\$15,000.00 for each organization).

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby grant approval to the DFS and FDMT to submit applications to the PA Fire Commissioners Volunteer Firefighter / Ambulance Service Grant program for the purchase of fire hose in the amount totaling \$30,000.00.

ROLL CALL:

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

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

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

SUBJECT: Consider Authorization to Participate in the Montgomery County Consortium
2015-2016 Cooperative Rock Salt Purchase Contract

MEETING DATE: October 13, 2015

ITEM NUMBER: #10

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Kevin A. Costello
Public Works Director

BOARD LIAISON: Michael J. Fox, Chairman

BACKGROUND:

The Township has participated in the Montgomery County Consortium Cooperative Rock Salt Contract that is administrated by Upper Dublin Township. It has been the Township's experience that the cost per ton through the Consortium Bid has been lower than administering our own bid and saves the cost of advertising.

The Consortium recently completed the public bidding process for the purchase of bulk salt for the 2015-2016 winter season and has awarded the contract to Oceanport, LLC of Claymont, Delaware, at a price of \$66.10 per ton delivered. The signed agreement and performance bond are attached.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT: The price per ton is \$66.10 compared to last year's price of \$62.54 which is a 7% increase over last year.

RECOMMENDATION: It is recommended that the Board of Supervisors approve the Township's participation in the Montgomery County Consortium Salt Purchase Contract for 2015-2016 for the purchase of rock salt from Oceanport, LLC of Claymont, Delaware, at the price of \$66.10 per ton delivered.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Township's participation in the Montgomery County Consortium Rock Salt Purchase Contract for 2015-2016 for the purchase of rock salt from Oceanport, LLC of Claymont, Delaware, at the price of \$66.10 per ton delivered.

MOTION: _____ **SECOND:** _____

ROLL CALL:

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

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

SECTION F

CONTRACT FORM

ROCK SALT FOR MONTGOMERY COUNTY CONSORTIUM COMMUNITIES

This contract made on AUGUST 19TH, 2015 between UPPER DUBLIN TOWNSHIP, 801 Loch Alsh Avenue, Fort Washington, Pennsylvania, 19034, Montgomery County, Pennsylvania, party of the first part (hereinafter referred to as the "Township") and OCEANPORT LLC, party of the second part (hereinafter referred to as the "Buyer").

WITNESSETH

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

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

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

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

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

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

UPPER DUBLIN TOWNSHIP

BY: [Signature]
President

ATTEST: [Signature]
Secretary

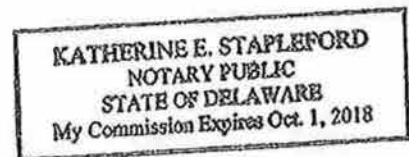
DATE: 9/22/2015

SELLER.

BY: [Signature]
LISA STAPLEFORD, VICE PRESIDENT

ATTEST: [Signature]
KATHERINE STAPLEFORD, NOTARY PUBLIC

DATE: AUGUST 19, 2015



SECTION D

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, OCEANPORT, LLC
as Principal, and BERKLEY INSURANCE COMPANY as Surety, are
hereby held and firmly bound unto Upper Dublin Township as Owner, in the penal sum of
TEN PERCENT OF BID *10% for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 24TH day of AUGUST, 2015.

The condition of the above obligation is such that whereas the Principal has submitted to
UPPER DUBLIN TOWNSHIP a certain Bid, attached hereto and hereby made a part hereof, to enter
into a contract in writing for:

2015-2016 ROCK SALT BID, PROVIDE AND DELIVER DEICING SALT, VARIOUS LOCATIONS

NOW, THEREFORE,

1. If said Bid shall be rejected, or in the alternate,
2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid), and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

OCEANPORT, LLC
 (L.S.)
Principal

BERKLEY INSURANCE COMPANY
Surety

By: Nancy L. Castonguay
NANCY L. CASTONGUAY, ATTORNEY-IN-FACT

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

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

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Nancy L. Castonguay, Robert E. Shaw, Jr., Heidi Rodzen, Joline L. Blunette or Melanie A. Bonnevile of Skillings - Shaw & Associates, Inc. of Lewiston, ME* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, LLC, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18 day of March, 2013.

Attest:

Berkley Insurance Company

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

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

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 18 day of March, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

EILEEN KILLEEN

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

Eileen Killeen
Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this 24TH day of AUGUST, 2015.

(Seal)

Andrew M. Puma

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

Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Barnside Compost Agreement

MEETING DATE: October 13, 2015 ITEM NUMBER: #11

MEETING/AGENDA: ACTION NONE

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

INITIATED BY: Stacy Crandell
Assistant to the Township Manager

BOARD LIAISON: Joseph P. Walsh
Liaison to Environmental Advisory Committee

BACKGROUND:

The Northern Montgomery County Recycling Commission (NMCRC) negotiated the attached Compost Agreement with Barnside Farms Compost Facility (BFCF). The main purpose of the Compost Agreement is to continue to designate an official Pennsylvania Department of Environmental Protection permitted compost facility for residents to use as a drop-off facility for leaf and yard waste generated in municipalities which do not have curbside pickup for leaf and yard waste at least once per month.

Attached is a copy of the existing agreement and a copy of the re-negotiated agreement. The renegotiated agreement is very similar to the existing agreement, however BFCF has purchased a scale and will no longer be estimating cubic yards of the leaf and yard waste. The BFCF is willing to guarantee the most favorable gate rate for residents who live in member municipality of the NMCRC. The initial term of the Agreement is three years and will commence upon full approval by participating partners and expires December 31, 2018. The agreement will automatically renew for an additional three years unless written notice is provided by either party.

NMCRC asked that participating municipalities review and approve the agreement by October 31, 2015.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

On May 11, 2009, the Board of Supervisors approved the Compost Agreement with Barnside Farms Compost Facility.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Township Staff recommends the approval of the Compost Agreement with BFCF.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the renegotiated Compost Agreement with Barnside Farms Compost Facility.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

Wisler Pearlstine, LLP

Offices in Blue Bell + Newtown

Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, Pennsylvania 19422-2323
610.825.8400 + Fax 610.828.4887
www.wislerpearlstine.com

Mark A. Hosterman, Esquire
mhosterman@wispearl.com

September 23, 2015

Lawrence Gregan
Township Manager
Township of Montgomery
100 Stump Road
Montgomeryville, PA 18936

**RE: Northern Montgomery County Recycling Commission
Compost Agreement with Barnside Farms Compost Facility**

Dear Mr. Gregan:

Please find enclosed a copy of a Compost Agreement (Agreement) which the Northern Montgomery County Recycling Commission (NMCRC) re-negotiated with Barnside Farms Compost Facility (BFCF) which has been approved and executed by NMCRC and BFCF. Please include this Agreement for approval by the governing body; preferably before October 31, 2015. The main purpose of the Agreement is to continue to designate an official PADEP permitted compost facility for residents to use as a drop-off facility for leaf waste and yard waste generated in municipalities which do not have curbside pickup for leaf waste and yard waste at least one (1) time per month.

I have provided a copy of the existing Agreement and a copy of the re-negotiated Agreement for your ease of reference. Essentially, the re-negotiated Agreement is very similar to the existing Agreement; however, BFCF has purchased a scale and will no longer be estimating cubic yards of leaf and yard waste. Once again, BFCF is willing to guarantee the most favorable gate rate for residents who live in a member municipality of the NMCRC. The initial term commences upon full approval by all participating parties and expires December 31, 2018. The Agreement will automatically renew for an additional three (3) year term unless written notice is provided by any party.

Once approved by the governing body, please return one (1) fully-executed original counterpart to me for the official records of the NMCRC. I will provide a fully-executed document to Barnside Farms and all municipalities once all counterparts have been received.

{01132951 }

ATTORNEYS AT LAW

Newtown Office:


Post Office Box 1186 + 301 North Sycamore Street + Newtown, Pennsylvania 18940 + 215.579.5995 + Fax 215.579.7909

Wisler Pearlstine, LLP

Lawrence Gregan
Township Manager
Township of Montgomery
September 23, 2015
Page 2

In the event you have any questions whatsoever, please do not hesitate to contact me.

Very truly yours,



MARK A. HOSTERMAN
NMCRC Solicitor

MAH:slp

Enclosure

cc: Frank Browne, NMCRC Recycling Consultant
NMCRC Commission Members

COMPOST AGREEMENT

This Compost Agreement (the "Agreement") by and between **BARNSIDE FARM COMPOST FACILITY ("BFCF")** and the **NORTHERN MONTGOMERY COUNTY RECYCLING COMMISSION ("NMCRC")** is made this 5th day of December, 2008.

WITNESSETH:

Whereas, BFCF is operating a Pennsylvania Department of Environmental Protection ("PADEP") permitted compost facility on a five (5) acre site located on Haldeman Rd., in Lower Salford Township, Montgomery County, Pennsylvania (the "Facility"); and

Whereas, BFCF desires to increase the amount of leaf waste and yard waste it receives to process into compost and mulch for sale to end users; and

Whereas, member municipalities of the NMCRC who do not have curbside pick-up at least one time per month for leaf waste and yard waste are required to designate an official PADEP permitted compost facility for their residents to use as a drop off facility for leaf waste and yard waste; and

Whereas, the NMCRC member municipalities require that annual reports be received by January 31 of the following year to certify the total cubic yards of leaf waste and the total cubic yards of yard waste delivered to a PADEP permitted compost facility by each municipality, its residents or its contractors.

AGREEMENT

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Term.

a. Initial Term. For the three (3) year period commencing on the date of execution of this Agreement by BFCF and all NMCRC member municipalities, BFCF agrees to receive leaf waste and yard waste, at the Facility, which is collected by residents of member municipalities of the NMCRC, a member municipality of the NMCRC, any hauler collecting in a member municipality of the NMCRC, or any other collector authorized by the member municipality at the fixed fee schedule presented in Exhibit "A". Each NMCRC member municipality, its residents and haulers, and their respective agents and contractors, shall pay the most favorable gate rates BFCF can offer on a per yard basis, which are shown on Exhibit "A" attached hereto and incorporated herein, for materials they drop off at the Facility. All others shall pay the regular gate rates charged by BFCF.

b. **Automatic Renewal.** This Agreement shall automatically renew for a subsequent three (3) year period unless either party gives written notice at least sixty (60) days before the expiration of the initial term of its intent not to renew this Agreement.

2. **Operational Requirements.**

a. **Unacceptable Material and Responsibility for its Proper Disposal.**

BFCF shall accept the following materials at the Facility: leaf waste, leaves, grass clippings, brush, shrubs and tree clippings. BFCF requires that leaf waste and yard waste be separated prior to drop off, unless BFCF determines that such waste can be received on a commingled basis. All materials shall be delivered loose or in biodegradable bags acceptable to BFCF.

BFCF will not accept any of the following at the Facility: household hazardous waste, trash, metal, treated wood of any kind, branches over 4 (four) inches caliper or leaf waste in plastic bags.

At the time of delivery to the Facility or thereafter, BFCF shall use its best efforts to identify unacceptable materials and reject any load that it believes contains unacceptable materials.

b. **Documentation.**

BFCF shall be responsible for determining the municipality of origin for all compostable materials brought to the Facility. BFCF agrees to provide "drop off slips" in the form attached hereto as Exhibit "B" ("Drop Off Slips") to each municipality for use by its drivers, haulers and/or contractors. When a load of compostable materials arrives at the Facility, the driver shall present the Drop Off Slip or prepare a Drop Off Slip on a form which BFCF shall make available at the gate to the Facility. The driver shall be required to provide all the information requested on the Drop Off Slip.

Haulers who pick up compostable materials from more than one municipality shall be required to certify the percentage of the load from each municipality of origin on the Drop Off Slip. Haulers and customers who drop off compostable materials at the Facility originating from multiple municipalities shall specify each municipality of origin and the total quantity or percentage of materials originating from each such municipality. Any portion of the load originating from a NMCRC member municipality and dropped off by the municipality, its haulers or agents, shall receive the favorable gate rates set forth in this Agreement and the balance of the load shall be billed at the regular rates charged by BFCF.

BFCF shall prepare and maintain an accurate record of the total cubic yards of leaf waste and yard waste received at the Facility from each municipality, its haulers, contractors, residents and residents' contractors. In addition, BFCF shall make such records available at the Facility for review and inspection by each participating NMCRC member municipality and/or its designated agent or representative promptly upon request.

BFCF shall report the total cubic yards of leaf waste and the total cubic yards of yard waste received at the Facility during the preceding calendar year to the NMCRC-designated consultant by January 31 of each year. All reporting must comply with DEP regulations and other requirements and practices.

BFCF shall estimate the approximate cubic yard volume of acceptable material received based upon the size of each vehicle delivering leaf waste and yard waste, which vehicle types and corresponding cubic yard volumes are listed in Exhibit "C" attached hereto (the "Vehicle List"). If a vehicle delivering waste to the Facility is not included on the Vehicle List, then the BFCF operator on duty at the gate to the Facility shall determine the volume by comparing the size of such vehicle to similar vehicles identified on the Vehicle List.

In performing its obligations pursuant to this Agreement, BFCF shall comply in all respects with all applicable legal requirements issued or promulgated by PADEP from time to time, including without limitation, determining, recording and reporting the quantity of yard waste and leaf waste received by BFCF for composting at the Facility.

c. Hours of Operation.

BFCF hours of operation shall be as follows:

Monday through Friday: 7 AM to Noon and 1:30 PM to 4 PM
Saturdays - March 1 through June 30: 8 AM to Noon
Saturdays - October 1 through November 30: 8 AM to Noon
January, February, July, August, September, and
December 1 – 14 - open first Saturday of the month: 8 AM to Noon.
Other hours are by appointment with 24 hour notice.
Hours of operation by appointment only - December 15 through February 28
Closed Holidays.

d. Contact Information.

BFCF:

Phone: 610-888-7719 or 610-287-8880
Address: BFCF c/o Nancy Larkin
430 Dieber Road
Schwenksville, PA 19473

NMCRC:

Phone: 610-992-9990
Address: c/o Hough Associates
105 Town Center Rd., Ste#3
King of Prussia, PA 19406

or such other contact information as the parties may designate in writing.

3. Compliance with Legal Requirements.

BFCF shall comply and at all times operate the Facility in compliance with all laws, statutes, ordinances, rulings, regulations, codes, decrees, orders, judgments, conditions, restrictions, approvals, permits and requirements of, from or by any federal, state or local governmental or quasi-governmental agency, department, court, regulatory body, commission, authority, board, bureau or instrumentality of any of them, which exercises jurisdiction over the Property, the Facility or BFCF.

4. Finished Materials.

Beginning in January of 2009, BFCF shall make available to each of the member municipalities that delivered acceptable materials to BFCF in the prior contract year all finished product at a twenty percent (20%) discount in such quantities as may be agreed upon by the parties.

5. Parties.

The parties to this Agreement are BFCF, the NMCRC, and each of its member municipalities who have designated BFCF as the municipal PADEP-permitted compostable materials drop-off facility for such member municipality, as evidenced by the signatures affixed hereto.

6. Counterparts.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above mentioned.

Barnside Farms Compost Facility

Attest: Walter F. Leckie, Jr.
Date Signed: 5 Dec 08

By: Alney Jan Saki

The Northern Montgomery County
Recycling Commission

Attest: Richard Roller
Richard Roller, Secretary

By: Edward J. Brandt
Edward J. Brandt, Chairman

(Signature page continues)

MEMBER MUNICIPALITIES

Date Signed:

Ambler Borough

Attest: 

By: 

Address: 122 E. Butler Avenue
Ambler, PA 19002

Date Signed:

Township of Franconia

Attest: _____

By: _____

Address: P.O. Box 128
Franconia, PA 18924

Date Signed:

Borough of Hatfield

Attest: _____

By: _____

Address: P.O. Box 190
Hatfield, PA 19440

Date Signed:

Township of Hatfield

Attest: _____

By: _____

Address: 1950 School Road
Hatfield, PA 19440

Date Signed:

Township of Lower Gwynedd

Attest: _____

By: _____

Address: P.O. Box 625
Spring House, PA 19477

(Signature page continues)

MEMBER MUNICIPALITIES

Date Signed:

Ambler Borough

Attest: _____

By: _____

Address: 122 E. Butler Avenue
Ambler, PA 19002

Date Signed:

Township of Franconia

Attest: 11/17/2008

By: 

Address: P.O. Box 128
Franconia, PA 18924

Date Signed:

Borough of Hatfield

Attest: _____

By: _____

Address: P.O. Box 190
Hatfield, PA 19440

Date Signed:

Township of Hatfield

Attest: _____

By: _____

Address: 1950 School Road
Hatfield, PA 19440

Date Signed:

Township of Lower Gwynedd

Attest: _____

By: _____

Address: P.O. Box 625
Spring House, PA 19477

(Signature page continues)

MEMBER MUNICIPALITIES

Date Signed: _____ Ambler Borough
Attest: _____ By: _____
Address: 122 E. Butler Avenue
Ambler, PA 19002

Date Signed: _____ Township of Franconia
Attest: _____ By: _____
Address: P.O. Box 128
Franconia, PA 18924

Date Signed: 1/21/09
Attest: William J. McHale By: John H. Neumann
Borough of Hatfield
Address: P.O. Box 190
Hatfield, PA 19440
PRESIDENT

Date Signed: _____ Township of Hatfield
Attest: _____ By: _____
Address: 1950 School Road
Hatfield, PA 19440

Date Signed: _____ Township of Lower Gwynedd
Attest: _____ By: _____
Address: P.O. Box 625
Spring House, PA 19477

(Signature page continues)

MEMBER MUNICIPALITIES

Date Signed:

Ambler Borough

Attest: _____

By: _____

Address: 122 E. Butler Avenue
Ambler, PA 19002

Date Signed:

Township of Franconia

Attest: _____

By: _____

Address: P.O. Box 128
Franconia, PA 18924

Date Signed:

Borough of Hatfield

Attest: _____

By: _____

Address: P.O. Box 190
Hatfield, PA 19440

Date Signed: 2/4/09

Township of Hatfield

Attest: *Kate Grubb*

By: *[Signature]*

Address: 1950 School Road
Hatfield, PA 19440

Date Signed:

Township of Lower Gwynedd

Attest: _____

By: _____

Address: P.O. Box 625
Spring House, PA 19477

(Signature page continues)

MEMBER MUNICIPALITIES

Date Signed:

Ambler Borough

Attest: _____

By: _____

Address: 122 E. Butler Avenue
Ambler, PA 19002

Date Signed:

Township of Franconia

Attest: _____

By: _____

Address: P.O. Box 128
Franconia, PA 18924

Date Signed:

Borough of Hatfield

Attest: _____

By: _____

Address: P.O. Box 190
Hatfield, PA 19440

Date Signed:

Township of Hatfield

Attest: _____

By: _____

Address: 1950 School Road
Hatfield, PA 19440

Date Signed:

Township of Lower Gwynedd

Attest: _____

By: _____

Address: P.O. Box 625
Spring House, PA 19477

12/10/08
SECRETARY

(Signature page continues)

Date Signed:

Attest:

John Plank
De Hon Plank, Township Manager

Township of Lower Salford

By:

Douglas Gifford
Douglas Gifford, Chairman Board of Supervisors
Address: 379 Main Street
Harleysville, PA 19438

Date Signed:

Attest:

Township of Montgomery

By:

Address: P.O. Box 99
Montgomeryville, PA 18936

Date Signed:

Attest:

Borough of North Wales

By:

Address: Municipal Building
300 School Street
North Wales, PA 19454

Date Signed:

Attest:

Borough of Souderton

By:

Address: 31 West Summit Street
Souderton, PA 18964

Date Signed:

Attest:

Borough of Telford

By:

Address: 122 Penn Avenue
Telford, PA 18969

Date Signed:

Attest:

Township of Towamencin

By:

Address: P.O. Box 303
Kulpsville, PA 19443

Date Signed:

Township of Lower Salford

Attest: _____

By: _____

Address: 379 Main Street
Harleysville, PA 19438

Date Signed: 5-11-09

Township of Montgomery

Attest: Dyborah A Rivas

By: Michael J. F.P.

Address: P.O. Box 99
Montgomeryville, PA 18936

Date Signed:

Borough of North Wales

Attest: _____

By: _____

Address: Municipal Building
300 School Street
North Wales, PA 19454

Date Signed:

Borough of Souderton

Attest: _____

By: _____

Address: 31 West Summit Street
Souderton, PA 18964

Date Signed:

Borough of Telford

Attest: _____

By: _____

Address: 122 Penn Avenue
Telford, PA 18969

Date Signed:

Township of Towamencin

Attest: _____

By: _____

Address: P.O. Box 303
Kulpsville, PA 19443

Date Signed:

Township of Lower Salford

Attest: _____

By: _____

Address: 379 Main Street
Harleysville, PA 19438

Date Signed:

Township of Montgomery

Attest: _____

By: _____

Address: P.O. Box 99
Montgomeryville, PA 18936

Date Signed: 5/24/09

Borough of North Wales

Attest: Don Patton

By: Mark Tucker

Address: Municipal Building
300 School Street
North Wales, PA 19454

Date Signed:

Borough of Souderton

Attest: _____

By: _____

Address: 31 West Summit Street
Souderton, PA 18964

Date Signed:

Borough of Telford

Attest: _____

By: _____

Address: 122 Penn Avenue
Telford, PA 18969

Date Signed:

Township of Towamencin

Attest: _____

By: _____

Address: P.O. Box 303
Kulpsville, PA 19443

Date Signed:

Township of Lower Salford

Attest: _____

By: _____

Address: 379 Main Street
Harleysville, PA 19438

Date Signed:

Township of Montgomery

Attest: _____

By: _____

Address: P.O. Box 99
Montgomeryville, PA 18936

Date Signed:

Borough of North Wales

Attest: _____

By: _____

Address: Municipal Building
300 School Street
North Wales, PA 19454

Date Signed: DECEMBER 1, 2008

Borough of Souderton

Attest: _____

By: _____

P. MICHAEL COLL, BOROUGH MANAGER/SEC

JOHN V. YOUNG, PRESIDENT
Address: 31 West Summit Street
Souderton, PA 18964

Date Signed:

Borough of Telford

Attest: _____

By: _____

Address: 122 Penn Avenue
Telford, PA 18969

Date Signed:

Township of Towamencin

Attest: _____

By: _____

Address: P.O. Box 303
Kulpsville, PA 19443

Date Signed:

Township of Lower Salford

Attest: _____

By: _____

Address: 379 Main Street
Harleysville, PA 19438

Date Signed:

Township of Montgomery

Attest: _____

By: _____

Address: P.O. Box 99
Montgomeryville, PA 18936

Date Signed:

Borough of North Wales

Attest: _____

By: _____

Address: Municipal Building
300 School Street
North Wales, PA 19454

Date Signed:

Borough of Souderton

Attest: _____

By: _____

Address: 31 West Summit Street
Souderton, PA 18964

Date Signed: 8/3/09

Borough of Telford

Attest: M. D. F.

By: Rahnd S. B.

Address: 122 Penn Avenue
Telford, PA 18969

Date Signed:

Township of Towamencin

Attest: _____

By: _____

Address: P.O. Box 303
Kulpsville, PA 19443

Date Signed:

Township of Lower Salford

Attest: _____

By: _____

Address: 379 Main Street
Harleysville, PA 19438

Date Signed:

Township of Montgomery

Attest: _____

By: _____

Address: P.O. Box 99
Montgomeryville, PA 18936

Date Signed:

Borough of North Wales

Attest: _____

By: _____

Address: Municipal Building
300 School Street
North Wales, PA 19454

Date Signed:

Borough of Souderton

Attest: _____

By: _____

Address: 31 West Summit Street
Souderton, PA 18964

Date Signed:

Borough of Telford

Attest: _____

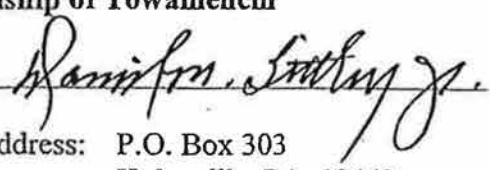
By: _____

Address: 122 Penn Avenue
Telford, PA 18969

Date Signed:

Township of Towamencin

Attest:  _____

By:  _____

Address: P.O. Box 303
Kulpsville, PA 19443

Exhibit "A"
Fixed Fee Schedule

FIXED FEE PER CUBIC YARD TO BE PAID TO BFCF FOR RECEIVING LEAF WASTE
AND YARD WASTE FROM PARTICIPATING NMCRC MUNICIPALITIES

Fixed Price Schedule

This Agreement guarantees the following tipping (dumping) fees to each NMCRC member municipality that enters into the Agreement for a period of three (3) years commencing in 2008 and ending on December 31, 2011; and any renewal or extended term (through December 31, 2014):

Seven Dollars (\$7.00) per cubic yard for leaves and grass clippings received loose or contained in recyclable bags. (Approx \$0.012 per pound)

Twelve Dollars (\$12.00) per cubic yard for clean yard waste (brush, chips and clippings). (Approx \$0.011 per pound)

Any other materials not defined above will not be accepted under the fixed price agreement. BFCF reserves the right to reject any load that includes unacceptable materials.

Price Adjustment

BFCF fees are based on current costs. BFCF reserves the right to increase pricing based on cost of living and handling costs, if necessary. A 10% fuel surcharge may be added to the fee schedule in any month for every dollar that diesel fuel prices exceed \$3.00 per gallon. If BFCF determines that a price increase is necessary, BFCF shall first meet with the NMCRC and review the pricing structure before instituting any price increase, except for the imposition of the foregoing fuel surcharge.

Payment

Payment from a member municipality for the actual cubic yards delivered by it or its agents is to be made within thirty (30) days from the date of receipt of an invoice from BFCF. A 1.5% per month late fee will be added for payments remaining unpaid in excess of thirty (30) days from the due date. Invoices will be presented no more frequently than monthly and no less frequently than quarterly.

BFCF shall include with each invoice submitted to a member municipality the quantity of material, expressed in cubic yards, of waste delivered to the Facility since the date of the last invoice issued to such member municipality. The invoice and documentation also will be made available for review by such municipality upon request.

Exhibit "B"

Drop Off Slip

BARN SIDE FARM COMPOST FACILITY

PLEASE CHECK ONE OR MORE OF THE FOLLOWING:

COMMERCIAL	RESIDENTIAL
INDUSTRIAL	AGRICULTURAL
HOUSEHOLD	CONSTRUCTION
LANDSCAPE	WASTE
OTHER	OTHER

MUNICIPALITY: _____

TRUCK # _____

COMPANY: _____

DRIVER: _____

DATE: _____

PLEASE CHOOSE A PRODUCT AND SIZE

	FULL LOAD	1/2 LOAD	% of Load
LEAVES			
GRASS			
MULCH			
STUMPS			
BRUSH			
LOGS			
WOOD CHIPS			

COLLECTION FROM:

MUNICIPALITY

TRUCK #

COMPANY

DRIVER

DATE

Exhibit "C"

Vehicle List

<u>Type of Vehicle</u>	<u>Approximate Volume</u>
Pick up truck (6' bed)	1 cubic yard
Pick up truck (8' bed)	2 cubic yards
Small trailer (up to 8')	1-2 cubic yards
Pick up dump truck	3-4 cubic yards
Trailer (8'-12')	3-4 cubic yards
Stake body truck (10' bed)	4-4.5 cubic yards
Stake body truck (12' bed)	4-5 cubic yards
Single axle dump truck	4-5 cubic yards
Enclosed chipper truck	5-8 cubic yards
Tandem-axle dump truck	15-20 cubic yards
Tri-axle dump truck	25-30 cubic yards
Dump trailer	30-40 cubic yards
Walking floor trailer	80-100 cubic yards

COMPOST AGREEMENT

This Compost Agreement (the "Agreement") by and between **BARNSIDE FARM COMPOST FACILITY ("BFCF")** and the **NORTHERN MONTGOMERY COUNTY RECYCLING COMMISSION ("NMCRC")** is made this ____ day of _____, 2015.

WITNESSETH:

Whereas, BFCF is operating a Pennsylvania Department of Environmental Protection ("PADEP") permitted compost facility on a five (5) acre site located at 991 Haldeman Road, Schwenksville, located in Upper Salford and Lower Salford Townships, Montgomery County, Pennsylvania (the "Facility"); and

Whereas, BFCF desires to increase the amount of leaf waste and yard waste it receives to process into compost and mulch for sale to end users; and

Whereas, member municipalities of the NMCRC who do not have curbside pick-up at least one time per month for leaf waste and yard waste are required to designate an official PADEP permitted compost facility for their residents to use as a drop off facility for leaf waste and yard waste; and

Whereas, the NMCRC member municipalities require that annual reports be received by January 31 of the following year to certify the tonnages for leaf waste and yard waste delivered to a PADEP permitted compost facility by each municipality, its residents or its contractors.

AGREEMENT

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Term.

a. Initial Term. For the term commencing on the date of execution of this Agreement by BFCF and all NMCRC member municipalities until December 31, 2018, BFCF agrees to receive leaf waste and yard waste, at the Facility, which is collected by residents of member municipalities of the NMCRC, a member municipality of the NMCRC, any hauler collecting in a member municipality of the NMCRC, or any other collector authorized by the member municipality at the fixed fee schedule presented in Exhibit "A". Each NMCRC member municipality, its residents and haulers, and their respective agents and contractors, shall pay the most favorable gate rates BFCF can offer on a per ton basis, which are shown on Exhibit "A" attached hereto and incorporated herein, for materials they drop off at the Facility. All others shall pay the regular gate rates charged by BFCF.

b. **Automatic Renewal.** This Agreement shall automatically renew for a subsequent three (3) year period, ending December 31, 2021, unless either party gives written notice at least sixty (60) days before the expiration of the initial term of its intent not to renew this Agreement.

2. **Operational Requirements.**

a. **Unacceptable Material and Responsibility for its Proper Disposal.**

BFCF shall accept the following materials at the Facility: leaf waste, leaves, grass clippings, brush, shrubs and tree clippings. BFCF requires that leaf waste and yard waste be separated prior to drop off, unless BFCF determines that such waste can be received on a commingled basis. All materials shall be delivered loose or in biodegradable bags acceptable to BFCF.

BFCF will not accept any of the following at the Facility: household hazardous waste, trash, metal, treated wood of any kind, branches over 4 (four) inches caliper or leaf waste in plastic bags.

At the time of delivery to the Facility or thereafter, BFCF shall use its best efforts to identify unacceptable materials and reject any load that it believes contains unacceptable materials.

b. **Documentation.**

BFCF shall be responsible for determining the municipality of origin for all compostable materials brought to the Facility. BFCF agrees to provide "drop off slips" in the form attached hereto as Exhibit "B" ("Drop Off Slips") to each municipality for use by its drivers, haulers and/or contractors. When a load of compostable materials arrives at the Facility, the driver shall present the Drop Off Slip or prepare a Drop Off Slip on a form which BFCF shall make available at the gate to the Facility. The driver shall be required to provide all the information requested on the Drop Off Slip.

Haulers who pick up compostable materials from more than one municipality shall be required to certify the percentage of the load from each municipality of origin on the Drop Off Slip. Haulers and customers who drop off compostable materials at the Facility originating from multiple municipalities shall specify each municipality of origin and the total quantity or percentage of materials originating from each such municipality. Any portion of the load originating from a NMCRC member municipality and dropped off by the municipality, its haulers or agents, shall receive the favorable gate rates set forth in this Agreement and the balance of the load shall be billed at the regular rates charged by BFCF.

BFCF shall prepare and maintain an accurate record of the total tons of leaf waste and yard waste received at the Facility from each municipality, its haulers, contractors, residents and residents' contractors. In addition, BFCF shall make such records available at the Facility for review and inspection by each participating NMCRC member municipality and/or its designated agent or representative promptly upon request.

Upon delivery, BFCF shall require that the weight in tons of all of the acceptable material received be measured using its 75 foot scale. Such scale shall be inspected yearly and, if necessary, recalibrated. BFCF shall report the total tons of leaf waste and the total tons of yard waste received at the Facility during the preceding calendar year to the NMCRC-designated consultant by January 31 of each year. All reporting must comply with DEP regulations and other requirements and practices.

In performing its obligations pursuant to this Agreement, BFCF shall comply in all respects with all applicable legal requirements issued or promulgated by PADEP from time to time, including without limitation, determining, recording and reporting the quantity of yard waste and leaf waste received by BFCF for composting at the Facility.

c. Hours of Operation.

BFCF hours of operation are available at www.barnsidefarms.com and are as follows:

March 1 – September 30: Monday through Saturday: 7:30 AM to 5:00 PM
October 1 – November 30: Monday through Friday: 7:30 AM to 4:00 PM; Sat.: 8:00 AM to 2:00 PM
December 1 – February 28/29: Monday through Friday: 7:30 AM to 4:00 PM; Sat.: 8:00 AM to noon (call to verify).
Other hours are by appointment with 24 hour notice.
Closed Holidays.

d. Contact Information.

BFCF:

Phone: 610-329-6471 or 610-287-8880
Address: BFCF c/o Nancy Larkin
430 Dieber Road
Schwenksville, PA 19473

NMCRC:

Phone: Frank X. Browne, Ph.D., P.E.
Address: F.X. Browne, Inc.
1101 S. Broad Street
Lansdale, PA 19446

or such other contact information as the parties may designate in writing.

3. Compliance with Legal Requirements.

BFCF shall comply and at all times operate the Facility in compliance with all laws, statutes, ordinances, rulings, regulations, codes, decrees, orders, judgments, conditions, restrictions, approvals, permits and requirements of, from or by any federal, state or local

governmental or quasi-governmental agency, department, court, regulatory body, commission, authority, board, bureau or instrumentality of any of them, which exercises jurisdiction over the Property, the Facility or BFCF.

4. Finished Materials.

BFCF shall make available to each of the member municipalities that delivered acceptable materials to BFCF in the prior contract year all finished product at a ten percent (10%) discount, or greater in the discretion of BFCF, in such quantities as may be agreed upon by the parties.

5. Parties.

The parties to this Agreement are BFCF, the NMCRC, and each of its member municipalities who have designated BFCF as the municipal PADEP-permitted compostable materials drop-off facility for such member municipality, as evidenced by the signatures affixed hereto.

6. Counterparts.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above mentioned.

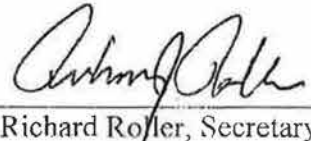
Barnside Farm Compost Facility

Attest: 

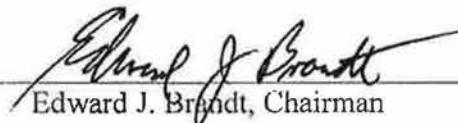
Date Signed: 7/21/15

By: 

**The Northern Montgomery County
Recycling Commission**

Attest: 
Richard Rofler, Secretary

9-15-2015

By: 
Edward J. Brandt, Chairman

(Signature page continues)

MEMBER MUNICIPALITIES

Date Signed:

Ambler Borough

Attest: _____

By: _____

Address: 122 E. Butler Avenue
Ambler, PA 19002

Date Signed:

Township of Franconia

Attest: _____

By: _____

Address: P.O. Box 128
Franconia, PA 18924

Date Signed:

Borough of Hatfield

Attest: _____

By: _____

Address: P.O. Box 190
Hatfield, PA 19440

Date Signed:

Township of Hatfield

Attest: _____

By: _____

Address: 1950 School Road
Hatfield, PA 19440

Date Signed:

Township of Lower Gwynedd

Attest: _____

By: _____

Address: P.O. Box 625
Spring House, PA 19477

(Signature page continues)

Date Signed:

Township of Lower Salford

Attest: _____

By: _____

Address: 379 Main Street
Harleysville, PA 19438

Date Signed:

Township of Montgomery

Attest: _____

By: _____

Address: P.O. Box 99
Montgomeryville, PA 18936

Date Signed:

Borough of North Wales

Attest: _____

By: _____

Address: Municipal Building
300 School Street
North Wales, PA 19454

Date Signed:

Borough of Souderton

Attest: _____

By: _____

Address: 31 West Summit Street
Souderton, PA 18964

Date Signed:

Borough of Telford

Attest: _____

By: _____

Address: 122 Penn Avenue
Telford, PA 18969

Date Signed:

Township of Towamencin

Attest: _____

By: _____

Address: P.O. Box 303
Kulpsville, PA 19443

Exhibit "A"
Fixed Fee Schedule

FIXED FEE PER CUBIC YARD TO BE PAID TO BFCF FOR RECEIVING LEAF WASTE
AND YARD WASTE FROM PARTICIPATING NMCRC MUNICIPALITIES

Fixed Price Schedule

This Agreement guarantees the following tipping (dumping) fees to each NMCRC member municipality that enters into the Agreement for a period of three (3) years commencing in 2015 and ending on December 31, 2018; and any renewal or extended term (through December 31, 2021):

Twenty-four Dollars (\$24.00) per ton for leaves and new grass clippings received loose or contained in recyclable bags. (Approx \$0.012 per pound)

Forty Dollars (\$40.00) per ton for clean yard waste (brush, chips and clippings). (Approx. \$0.02 per pound)

Any other materials not defined above will not be accepted under the fixed price agreement. BFCF reserves the right to reject any load that includes unacceptable materials.

Price Adjustment

BFCF fees are based on current costs. BFCF reserves the right to increase pricing based on cost of living and handling costs, if necessary. A 10% fuel surcharge may be added to the fee schedule in any month for every dollar that diesel fuel prices exceed \$4.00 per gallon. If BFCF determines that a price increase is necessary, BFCF shall first meet with the NMCRC and review the pricing structure before instituting any price increase, except for the imposition of the foregoing fuel surcharge.

Payment

Payment from a member municipality for the actual tons delivered by it or its agents is to be made within thirty (30) days from the date of receipt of an invoice from BFCF. A 1.5% per month late fee will be added for payments remaining unpaid in excess of thirty (30) days from the due date. Invoices will be presented no more frequently than monthly and no less frequently than quarterly.

BFCF shall include with each invoice submitted to a member municipality the quantity of material, expressed in tons, of waste delivered to the Facility since the date of the last invoice issued to such member municipality. The invoice and documentation also will be made available for review by such municipality upon request.

Exhibit "B"

Drop Off Slip



Barnside Farm Composting Facility

991 Haldeman Road
Schwenksville, PA 19473
610-287-8880

Date _____

Customer Name _____

Address _____

Product _____

Collected from City / Twp. _____

Driver _____

Weigher _____

ELECTRONIC SCALE TICKET

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Advertise Proposed Ordinance #15-289- Amending Stop Intersections & Yield Intersections- Montgomery Village

MEETING DATE: October 13, 2015 ITEM NUMBER: #12

MEETING/AGENDA: ACTION NONE

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

INITIATED BY: Lawrence J. Gregan BOARD LIAISON: Michael J. Fox, Chairman
Township Manager

BACKGROUND:

The Police Department presented a proposal for discussion at the Township Engineers Meeting regarding pedestrian and vehicular safety improvements in several residential developments within the Township. Members of the Police Department's Highway Safety Unit identified several intersections where traffic control devices (signs) had not been installed or more appropriate signs should be installed. The signs were posted in this manner when the developments were built over 25 years ago.

After careful review, it was the recommendation of the Police Department at the Township Engineers Meeting to post signs at these intersections to ensure sign consistency with other Township intersections. The recommended sign postings at these intersections would provide clear and consistent direction to all vehicle operators in the Township while promoting pedestrian and vehicular safety.

The Police Department has been working to prioritize the signs to be modified for several developments in the Township. The Police Department have listed ten intersections in Montgomery Village. Township Residents in this development were already notified about the recommended signage changes and they received no negative feedback.

Attached is the proposed ordinance for advertisement. The ordinance will be presented on the October 26th Board Meeting for consideration.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Total cost in materials for this project is estimated to be under \$2,000.

RECOMMENDATION:

Township Staff recommends the advertisement of Proposed Ordinance #15-289 amending Stop Intersections and Yield Intersections for Montgomery Village.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the advertisement of Proposed Ordinance #15-289 Amending Stop Intersections and Yield Intersections- Montgomery Village Development for consideration and adoption at the Board of Supervisors Meeting to be held on Monday, October 26, 2015 after 8PM in the Township Building.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP
Montgomery County, Pennsylvania

ORDINANCE #15-289

AN ORDINANCE AMENDING THE MONTGOMERY TOWNSHIP CODE, CHAPTER 222, ARTICLE II, SECTION 222-15 [STOP INTERSECTIONS; PENALTIES] AND SECTION 222-16 [YIELD INTERSECTIONS; PENALTIES], TO ADD LOCATIONS FOR STOP SIGNS AND DELETE LOCATIONS FOR YIELD SIGNS.

ENACTED: _____

MONTGOMERY TOWNSHIP

Montgomery County, Pennsylvania

ORDINANCE #15-289

AN ORDINANCE AMENDING THE MONTGOMERY TOWNSHIP CODE, CHAPTER 222, ARTICLE II, SECTION 222-15 [STOP INTERSECTIONS; PENALTIES] AND SECTION 222-16 [YIELD INTERSECTIONS; PENALTIES], TO ADD LOCATIONS FOR STOP SIGNS AND DELETE LOCATIONS FOR YIELD SIGNS.

IT IS HEREBY ENACTED AND ORDAINED by the Montgomery Township Board of Supervisors that the Township Code is hereby amended as follows:

SECTION 1. Amendment to Chapter 222, Article II, Section 222-15 [Stop Intersections; Penalties].

Article II [Traffic Regulations], Section 222-15 [Stop Intersections; Penalties] is hereby amended to add the following additional locations for Stop Signs:

<u>Name of Street Location</u>	<u>Intersecting Street</u>	<u>Direction of Travel</u>
Harbob Lane	Hawthorne Circle	West
Acorn Place	Hemlock Drive	West
Narcissus Place	Hemlock Drive	West
Hemlock Drive	Sassafras Drive	South
Hedgerow Place	Hemlock Drive	West
Azalea Place	Hawthorne Drive	West
Magnolia Place	Rose Lane	South
Hawthorne Drive	Winter Drive	South
Jason Place	Winter Drive	South
Aspen Place	Winter Drive	South

SECTION 2. Amendment to Chapter 222, Article II, Section 222-16 [Yield Intersections; Penalties].

Chapter 222, Article II [Traffic Regulations], Section 222-16 [Yield Intersections; Penalties] shall be amended to remove the following Yield Signs:

<u>Yield Street</u>	<u>Through Street</u>	<u>Direction of Travel</u>
Harbob Lane	Hawthorne Circle	West
Hemlock Drive	Sassafras Drive	South
Hawthorne Drive	Winter Drive	South

SECTION 3. Repeal and Ratification.

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

SECTION 4. Severability.

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

SECTION 5. Effective Date.

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

ORDAINED AND ENACTED this _____ day of October 2015, by the Montgomery Township Board of Supervisors.

**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**

MICHAEL J. FOX, *Chairman*

[Seal]

Attested by:

LAWRENCE J. GREGAN
Township Manager/ Secretary



MONTGOMERY TOWNSHIP POLICE DEPARTMENT

J. Scott Bendig
Chief of Police

1001 Stump Road • P.O. Box 68 • Montgomeryville, PA 18936
215-362-2301 • Fax 215-362-6383

Dear Township Resident,

In 2015, the Montgomery Township Police Department's Highway Safety Unit conducted an inspection of traffic control devices posted throughout the township to identify those intersections requiring attention. This purpose of this letter is to inform you that your development has been identified as requiring improvements, specifically:

Location	Intersection	Current Sign	Proposed Sign
Harbob Lane	Hawthorne Circle	Yield Sign	Stop Sign
Accorn Place	Hemlock Drive	None	Stop Sign
Narcissus Place	Hemlock Drive	None	Stop Sign
Hemlock Drive	Sassafras Drive	Yield Sign	Stop Sign
Hedgerow Place	Hemlock Drive	None	Stop Sign
Azalea Place	Hawthorne Drive	None	Stop Sign
Magnolia Place	Rose Lane	None	Stop Sign
Hawthorne Drive	Winter Drive	Yield Sign	Stop Sign
Jason Place	Winter Drive	None	Stop Sign
Aspen Place	Winter Drive	None	Stop Sign

The purpose of these changes is to help ensure the safety of both motorist and pedestrians within your neighborhood. These improvements shall be in strict conformance with regulations set forth by the Pennsylvania Department of Transportation. During the time that these improvements are being made there should be little or no impact to you or the residents of your neighborhood.

The Montgomery Township Police Department would like to thank you in advance for your support and understanding as we make your neighborhood safer for all. If you should have any questions or concerns in regards to these improvements please feel free to contact me at (215)362-2301.

Sincerely,

A handwritten signature in black ink that reads "J. Scott Bendig". The signature is written in a cursive style with a large, stylized "J" and "B".

J. Scott Bendig
Chief of Police

Larry Gregan

From: J. Scott Bendig
Sent: Monday, August 31, 2015 12:59 PM
To: Larry Gregan
Subject: Comprehensive Traffic Sign Update
Attachments: Traffic Control Letter May 18, 2015 North Wales Road Corridor.docx

Larry,

See attached. As discussed I received only two questions regarding the changes for the North Wales Road corridor. One homeowner did not get the letter. The other was concerned that it would be used to generate citations. When I elaborated further she was happy with the explanation. Let me know how you want to proceed.

Thanks,

Scott

Scott Bendig
Chief of Police
Montgomery Township Police Department
P.O. Box 68
1001 Stump Rd.
Montgomeryville, PA 18936
Phone (215) 362-2301
Fax (215) 362-6383



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MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

10/5/2015

SUBJECT: Consider Authorization to Execute Lease Agreement Extension with Volunteer Medical Service Corps

MEETING DATE: October 13, 2015

ITEM NUMBER: #13.

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, Chairman
Board of Supervisors

BACKGROUND:

When the Township built the current building facilities in 1995 the construction included an addition to house the Volunteer Medical Service Corps (VMSC) Ambulance. The Township and VMSC entered into a ten year lease agreement in exchange for VMSC providing continuing medical emergency service to the Township.

Under the lease agreement VMSC is required to perform all maintenance on the building and pay for water, gas and electric services. VMSC is also required to maintain a separate capital maintenance fund for future replacement of items such as the roof, heaters, garage doors, generator and air conditioning system. Proof of maintenance of this fund has been provided to the Township along with a Certificate of Insurance with the Township named as an Additional Named Insured.

The lease was extended for a second 10 year term in November 2005 with an expiration date of August 1, 2015. VMSC has requested an extension of the lease for another 10 year period under the same terms. Attached is a proposed Lease Extension Agreement prepared by the Township Solicitor and signed by VMSC.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Authorize execution of Lease Agreement Extension between Montgomery Township and the Volunteer Medical Service Corps until August 1, 2025.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize execution of Lease Agreement Extension between Montgomery Township and the Volunteer Medical Service Corps until August 1, 2025.

MOTION: _____ SECOND: _____

ROLL CALL:

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

DISTRIBUTION: Board of Supervisors, Frank Bartle, Esq.

Prepared by:
FRANK R. BARTLE, ESQUIRE
ROBERT J. IANNOZZI JR., ESQUIRE
Dischell, Bartle & Dooley, PC
1800 Pennbrook Parkway, Suite 200
P. O. Box 107
Lansdale, PA 19446
215-362-2474

**LEASE AGREEMENT EXTENSION BETWEEN MONTGOMERY
TOWNSHIP AND THE VOLUNTEER MEDICAL SERVICE CORPS.
UNTIL AUGUST 1, 2025 UNLESS OTHERWISE EXTENDED**

LEASE AGREEMENT EXTENSION

THIS AGREEMENT is entered into this _____ day of September 2015, between Montgomery Township ("Lessor") and The Volunteer Medical Service Corps. ("Lessee").

BACKGROUND

1. Lessor and Lessee ("Parties") entered into a lease agreement on August 1, 1995 for Lessee's lease of a portion of the municipal complex located at 1001 Stump Road for The Volunteer Medical Service Corps., as further described in the lease, as amended¹.
2. The original lease, which was due to expire on August 1, 2005, was extended for an additional 10-year period commencing on the first day of August 2005 and terminating on August 1, 2015.
3. The Parties now desire to further extend the lease for an additional 10 years as hereinafter set forth.

AGREEMENT

For \$1.00 and other good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The lease-term shall be extended for 10 years—commencing on August 1, 2015 and terminating on August 1, 2025; and
2. All other aspects of the lease shall continue during the extended term as if fully set forth herein.

[Signatures on Next Page]

¹ See, Exhibit "A" [Lease, as amended].

IN WITNESS WHEREOF, the parties have set their hands and seals, intending to be legally bound hereby, on the day and year first above written.

WITNESS:

Ulicki Scott Mellopper
Secretary

LESSEE:

Volunteer Medical Service Corps.

Timothy R. Pigeon
President

WITNESS:

Lawrence J. Gregan
Secretary/Township Manager

LESSOR:

Montgomery Township

Michael J. Fox
Chairperson

EXHIBIT "A"
[Lease, as amended]

J. Nagel

Printed and sold by T & L Lukens Co.

Philadelphia

This Agreement Witnesseth, THAT the Township of Montgomery a second class township, having its address at 1001 Stump Road Montgomeryville, Pennsylvania (hereinafter called the lessor),

doth hereby let unto **the Volunteer Medical Service Corps. (VMSC)** (hereinafter called the lessee),

ALL THAT CERTAIN building provided for Lessee as part of the municipal complex located at 1001 Stump Road (corner of Stump Road and Horsham Road) Montgomery Township, Montgomery County, Pennsylvania

for the term of **ten (10) years** from the **first (1st)** day of **August**,

A. D. 1995, yielding and paying therefor unto the lessor the **annual** rent of **One (\$1.00) dollar** per year Dollars, payable in _____ payments of _____ Dollars

on the _____ day of each _____ in advance, at _____

or at such other place as said lessor may from time to time direct.

AND it is hereby covenanted between the lessor and lessee, for themselves, their respective heirs or successors and assigns as follows:-

1st. The lessee will pay the rent hereby reserved according to the terms of this lease, and will also pay, if said premises are equipped with water meter, all charges in excess of the annual minimum winter meter rates, and sewer rents, proportioned monthly, otherwise all charges for water and sewer rent other than for dwelling house purposes, accruing during the continuance of this lease, and all bills for the same, if paid by the lessor, may be deducted for and recovered as rent.

2nd. The lessee shall not occupy the demised premises otherwise than as a **residence**, and shall not use the same for any other purpose, nor shall the lessee assign this lease, nor sublet the premises or any part thereof. Any transfer by process of law shall be deemed an assignment by the lessee, and the lessee shall not do or knowingly suffer to be done any act, matter or thing, whereby any policy of insurance on the demised premises shall, according to the conditions thereof become avoided or suspended. No sign or signs shall be painted upon any part of the demised premises, other than on signs in windows or doors.

3rd. The lessee shall keep the demised premises in good condition during the continuance of this lease, remove all ashes, rubbish and refuse matter therefrom, replace or repair any electric fixtures or wiring that may be damaged or broken, and at the termination of this lease deliver up the said premises to the lessor in as good order and repair as the same now are, reasonable wear and tear and damage by accidental fire excepted. Any improvements or additions made by the lessee shall not be detached from the property, but shall remain for the benefit of the lessor.

4th. Lessee agrees that all goods and property on the demised premises, unless specifically prohibited by law, shall be liable to distress for rent, unpaid water rent, repairs to or replacing electric fixtures and wiring, and for all costs and allowable commissions. Lessee waives the benefit of all laws made or to be made exempting any property, rights, or demands on the demised premises or elsewhere, from levy, attachment, or sale on distress or execution, and such waiver is to extend to distress and sale after removal, and also to execution issued on any judgment for possession or damages recovered upon this lease or related or continued under the terms hereof. Lessee waives all right to stay of execution on any such judgment. All goods and chattels removed from the premises shall be liable to distress and sale for 60 days after their removal (unless expressly prohibited by law) in the same manner and subject to the same conditions, provisions, exemptions, and waivers as if they were on the premises.

5th. Either party may determine this lease at the expiration of the term hereby granted, by giving to the other **Ninety (90)** days' written notice of intention to do so, but in default of such notice, this lease, with all the conditions and covenants thereof, shall continue for the additional term of **one (1) year** and so on from **year** to **year** until terminated by either party giving to the other **Ninety (90)** days' written notice of intention to terminate said lease at the expiration of the then current term. Provided, however, that if the lessor, while having given **90** days' written notice prior to the end of any term of intention to terminate this lease, and the lessee, while having given **90** days' written notice prior to the end of any term of intention to continue this lease, in such notice, the lessee further agrees to occupy the demised premises, and until this lease is terminated by either party, as herein provided, Lessee's notice upon this premises shall be a sufficient notice. **PAGE 3**

6th. The lessee shall give the lessor the right at all times to visit and inspect the demised premises, personally or by agent, and to cause any repairs to the same which he may deem proper; also the right at any time to put up a "For Sale" sign in such place on the premises as he may select, and a "For Rent" sign immediately, in case notice to rent is given. Prospective purchasers or tenants authorized by Lessee may inspect the premises at reasonable hours at any time.

7th. Lessee waives in favor of Lessee all of Lessee's rights under all applicable laws in relation to assumption of goods, to appropriation, and to condemnation as well as the right of appeal from, or writ of error or certiorari to any judgment, order, or decree that may be entered against Lessee by any court or magistrate for rent, damages, possession, or otherwise, and does further expressly waive the benefit of any and all stay of execution or suspension laws of every jurisdiction.

8th. If the rent and/or any charge reserved under this lease as rent shall remain unpaid on any day when the same is required to be paid, without other- wise binding Lessee's remission to collect by every available legal action all rent hereunder, accumulated, Lessee, in Pennsylvania, may cause a complaint to be filed under Pennsylvania Rules of Civil Procedure No. 1850 et seq. for the recovery from Lessee of all rent hereunder (including all accumulations of rent permitted under the provisions of this lease) and/or for all charges reserved hereunder as rent, as well as for interest and costs, and Lessee hereby authorizes and empowers Lessee's attorney to file with the said Complaint a verification of judgment against Lessee and to sign the said Complaint as attorney for Lessee. Such judgment shall be confessed against Lessee for the amount of rent in arrears (including all accumulations of rent permitted under the provisions of this lease) and/or for all charges reserved hereunder as rent, as well as for interest and costs all together with an attorney's commission of 5% of the full amount of Lessee's claim against Lessee. Neither the right to file such Complaint nor the authority to confess judgment granted herein shall be subverted by one or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the amount due when or after they become due. In every jurisdiction Lessee shall be entitled to Lessee's attorney's fees in addition to all other economic due.

9th. When this lease shall be terminated (either because of condition broken during the original term of this lease or any renewal or extension thereof and/or when and as soon as the term hereby granted or any extension thereof shall have expired), without otherwise binding Lessee's right to obtain possession by every available legal means, Lessee, in Pennsylvania, may cause an action in ejectment to be filed against Lessee pursuant to Pennsylvania Rules of Civil Procedure No. 2270 et seq. and to cause the entry of a judgment by confession against Lessee, in such action of ejectment, for possession of the premises demised hereunder. Further, in such action, Lessee hereby authorizes and empowers Lessee's attorney to sign the said action of ejectment as attorney for Lessee, and a writ of possession may issue forthwith. If for any reason whatsoever after said action shall have commenced the said action shall be terminated and the possession of the premises demised hereunder shall remain in or be restored to Lessee, Lessee shall have the right upon any subsequent default or default, or upon the termination of this lease as above set forth, to file complaints to commence successive actions in ejectment and to enter successive judgments in ejectment for possession of the premises demised hereunder.

10th. In the event a Complaint shall be filed pursuant to either Paragraph 8th or 9th of this lease, the original or a photostatic copy or like reproduction of this lease showing Lessee's signature shall be attached to the said Complaint. If the original is not attached Lessee shall state that the copy attached is a true and correct reproduction of the original. If neither the original lease nor a reproduction can be attached, Lessee shall explain in the Complaint why neither of the same is available.

11th. This Lease shall be governed by the laws of the State in which the demised premises are located. If any provision of this lease shall be declared invalid by judicial determination or legislative action, only such provision so declared invalid shall be affected, and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.

12th. Lessor will make no monthly maintenance charge for maintenance of the grounds and area outside of the building. The Lessor will cut grass, trim shrubbery, and remove snow in season.

13th. BUILDING MAINTENANCE - Once the building has been completed, the Lessee will assume all maintenance responsibilities for the building. The building will be well (SEE ADDENDUM WHICH IS MADE A PART HEREOF AND ATTACHED HERETO)

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals. Dated the _____ day of _____ A. D. 19____

SEAL AND DELIVERED IN PRESENCE OF

Volunteer Medical Service Corps. for Lessee

President

Secretary
Township of Montgomery for Lessor

Chairman

Secretary

SEAL
SEAL
SEAL
SEAL

ADDENDUM TO THE LEASE BETWEEN TOWNSHIP AND THE VOLUNTEER
MEDICAL SERVICE CORPS.

13th. cnt. maintained by the Lessee. A separate fund will be set up by Lessee to assure and guarantee the replacement of the capital items in the future; such as the roof, the heaters, garage doors, generator, and the air conditioning systems. Any other similar capital items not designated here shall also be the responsibility of the Lessee. In addition to establishing the fund, the Lessee will provide in its budget, annually, a budget item to capitalize future replacements and provide evidence for both the initial capital fund and of the budget items and the fact that the budget items actually are incorporated in the fund each year. Proof shall be given by January 1st each year as to the existence of this fund, the annual addition to it, the amount of the fund, and in whose care and custody the fund is maintained and indication as to what signatures are required for securing a release of the funded items to pay for capital replacements as needed.

14th. RADIO - Lessee shall provide its own radio and antenna for its use.

15th. PHONE SYSTEM - Lessee will provide its own phone system. Lessor will see that wall jacks are in place, but all maintenance and capital improvements to the phone system after the date of this lease, will be at the expense of the Lessee. In connection with the initial installation, the Lessee is authorized to employ the contractor utilized by the Lessor for cable and wire network, but the work of this contractor shall be at Lessee's expense. On the other hand, the Lessee may employ an outside contractor to provide for cable and wire network. Lessee shall make all of its own arrangements for the telephone connections. The telephone bill will be sent to the Lessee each month and will be paid for by the Lessee out of its own funds.

16th. GAS, WATER, AND ELECTRIC BILL - There will be a separate submeter attached to the building and as part of the meter system into the Lessor's facility so that the separate submeter will record gas, water, and electric usage by the Lessee. The meters will be read by the Lessor's employees and the Lessor will bill the Lessee monthly for the usage assigned to it for gas, water, and electric consumed by the Lessee's operation at the Lessor's facility.

17th. SEWER - Lessor will absorb all sewage costs and there will be no charge for sewage usage.

18th. FURNITURE - Lessee will provide its own furniture at its own expense.

EXHIBIT "A"
[Lease, as amended]

EXTENSION OF LEASE AGREEMENT

THIS AGREEMENT is entered into and made effective this 7th day of November, 2005, BY AND BETWEEN:

THE TOWNSHIP OF MONTGOMERY, a second-class township, having its address at 1001 Stump Road, Montgomeryville, Pennsylvania (hereinafter referred to as "Lessor");

AND

THE VOLUNTEER MEDICAL SERVICE CORPS. (VMSC) (hereinafter referred to as "Lessee").

WITNESSETH THAT:

WHEREAS Lessor and Lessee (hereinafter collectively referred to as the "Parties") entered into a lease agreement on the first (1st) day of August, 1995 for the premises known as "ALL THAT CERTAIN building provided for the Lessee as part of the municipal complex located at 1001 Stump Road (corner of Stump Road and Horsham Road) Montgomery Township, Montgomery County, Pennsylvania" for the term of ten (10) years (hereinafter referred to as the "Lease"); and

WHEREAS the term of the Lease expires on the first (1st) day of August, 2005; and

WHEREAS the Parties desire to extend the term of the Lease as hereinafter set forth.

NOW THEREFORE, for ONE DOLLAR (\$1.00) and other good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The term of the Lease, a copy of which is attached hereto as
2. Exhibit "A," is hereby extended for a period of ten (10) years, commencing on the first day of August, 2005, and terminating on the first (1st) day of August, 2015; and
3. All other terms of the Lease shall continue during this extended term as if fully set forth herein.

IN WITNESS WHEREOF, the parties have set their hands and seals, intending to be legally bound hereby, on the day and year first above written.

WITNESS:

WITNESS:

LESSEE:

Volunteer Medical Services Corps.

Michael A. Fenech

President

Wicki Scott

Secretary

LESSEE:

The Township of Montgomery

Warren P. Greenberg

Chairman Warren P. Greenberg

Deborah A. Rivas

Asst. Secretary

ADDENDUM TO THE LEASE BETWEEN TOWNSHIP AND THE VOLUNTEER
MEDICAL SERVICE CORPS.

13th. cnt. maintained by the Lessee. A separate fund will be set up by Lessee to assure and guarantee the replacement of the capital items in the future; such as the roof, the heaters, garage doors, generator, and the air conditioning systems. Any other similar capital items not designated here shall also be the responsibility of the Lessee. In addition to establishing the fund, the Lessee will provide in its budget, annually, a budget item to capitalize future replacements and provide evidence for both the initial capital fund and of the budget items and the fact that the budget items actually are incorporated in the fund each year. Proof shall be given by January 1st each year as to the existence of this fund, the annual addition to it, the amount of the fund, and in whose care and custody the fund is maintained and indication as to what signatures are required for securing a release of the funded items to pay for capital replacements as needed.

14th. RADIO - Lessee shall provide its own radio and antenna for its use.

15th. PHONE SYSTEM - Lessee will provide its own phone system. Lessor will see that wall jacks are in place, but all maintenance and capital improvements to the phone system after the date of this Lease, will be at the expense of the Lessee. In connection with the initial installation, the Lessee is authorized to employ the contractor utilized by the Lessor for cable and wire network, but the work of this contractor shall be at Lessee's expense. On the other hand, the Lessee may employ an outside contractor to provide for cable and wire network. Lessee shall make all of its own arrangements for the telephone connections. The telephone bill will be sent to the Lessee each month and will be paid for by the Lessee out of its own funds.

16th. GAS, WATER, AND ELECTRIC - There will be a separate submeter attached to the building and as part of the meter system into the Lessee's facility so that the separate submeter will record water and electric usage by the Lessee. The Lessor will read the water and electric meter and will bill the Lessee for its usage of those utilities. PECO will read the gas meter and will bill the Lessee for its usage of gas.

17th. SEWER - Lessor will absorb all sewage costs and there will be no charge for sewage usage.

18th. FURNITURE - Lessee will provide its own furniture at its own expense.

19th. FIRE INSURANCE - Lessor will carry fire insurance on the building. Lessee will carry insurance on its contents within the building.

20th. LIABILITY INSURANCE - Lessee will provide liability insurance in which the Lessor will be named as an additional insured on Lessee's policy. Annual proof will be provided of the existence of this insurance showing Lessor as additional insured. The liability insurance shall be in the amount of 1 million per individual 2 million per occurrence, 1 million per motor vehicle and 2 million per occurrence in an accident, and 1 million per individual for professional liability coverage and 2 million per occurrence.

21st. GAS OR ELECTRIC DRYER - All costs incurred for maintenance and usage of gas or electricity to heat the water and maintenance of the heater shall be paid by the Lessee.

22nd. Lessee has ordered carpeting in the break room and in the two bunk rooms. Lessee will pay the proportionate costs of installing carpeting in the break room and bunk rooms.

23rd. Lessee will use the dumpsters provided by Lessor at no cost to it for trash removal. However, no red bag waste will be deposited by Lessee, its agents, servants, or employees in the Lessor provided dumpsters. All red bag waste will be transported by Lessee to the North Penn Hospital for disposal there or by some other arrangement made by Lessee which will provide for safe sanitary disposal thereof.

24th. Aluminum cans will be recycled by Lessee to fund their own activities. Lessee agrees to enter into and comply with any and all recycling programs as recommended by Lessor.

25th. In the event that Montgomery County or other appropriate sanctioning body, realigns the official ambulance coverage area in Montgomery Township, the Lease may be terminated by either the Lessee or by the Lessor with 90 days notice. This Lease is contingent on Lessee's providing continuing medical emergency service to Montgomery Township.

Addendum to the Lease
Page 3

IN WITNESS WHEREOF, the said parties have hereunto set their
hands and seals. Dated the _____ day of July, A.D.
1893.

Volunteer Medical Service
Corps. for Lessee

By: _____ (SEAL)
President

By: _____ (SEAL)
Secretary

Township of Montgomery
for Lessor

By: _____ (SEAL)
Chairman

By: _____ (SEAL)
Secretary

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

SUBJECT: Consider Escrow Release – Traffic Signal Escrow – Taco Bell - LDS#601

MEETING DATE: October 13, 2015

ITEM NUMBER: #14

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: Michael J. Fox
Chairman

BACKGROUND:

Attached is an escrow release requested by Montgomeryville Investors, LP for the release of a traffic signal escrow for the Taco Bell development. As a condition of final land development approval, dated September 27, 2004, Taco Bell was to establish an escrow of \$35,000.00 for the possible future installation of a traffic signal at Airport Square Road and North Wales Road., due to the new traffic patterns generated by the site development. This escrow was to be held for a period of five years. If the traffic signal had not been constructed during that time, the money was to be returned to the applicant. Taco Bell did not enter into a Land Development Agreement with the Township until 2010, therefore the five year time limit would be September 27, 2015. As the traffic signal has not been warranted during this time, Taco Bell has asked for the funds to be returned.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS:

Approve or not approve the escrow release.

BUDGET IMPACT:

None.

RECOMMENDATION:

That this escrow be released.

MOTION/RESOLUTION:

The Resolution is attached.

MOTION _____

SECOND _____

ROLL CALL:

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

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

Resolution #

Whereas, Montgomeryville Investors, LP, for the Taco Bell Restaurant, as a condition of land development approval, dated September 28, 2004, submitted a cash escrow of \$35,000.00 for the possible future construction of a traffic signal, due to the new traffic patterns generated by the site development; and

Whereas, this escrow was to be held until September 27, 2015. If a traffic signal was not constructed within this time period, the funds were to be returned to the applicant.

Now, Therefore, Be It Resolved, that the Board of Supervisors of Montgomery Township does hereby authorize the release of the \$35,000.00 escrow to Montgomeryville Investors, LP, as the traffic signal was not constructed during this time period.

MOTION BY;

SECOND BY:

VOTE:

DATE:

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

MONTGOMERYVILLE INVESTORS, L.P

610-520-1000 Extension 116
Fax 610-260-1510
BOBNASUTI@SUMMERWOOD.BIZ

14 BALLIGOMINGO ROAD
P. O. BOX 992
CONSHOHOCKEN, PA 19428-0992

July 28, 2015

Larry Grogan
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

RE: ESCROW RELEASE REQUEST

Dear Larry,

Per section 4 of the Land Development Agreement between Montgomeryville Investors, L.P and the Township of Montgomery, recorded August 6, 2010 in Bk 5775 Pg 02897, Montgomeryville Investors, L.P. has a \$35,000 Traffic Signal Escrow with the Township which will expire on September 27, 2015. We would like to begin the process to release this escrow so we can reduce the time of processing once it expires. Please advise what further action can be taken on our part to accomplish this.

Sincerely,



ROBERT NASUTI
Vice President

TACO BELL

9-27-04

behind parking spaces must be placed a minimum of 5 feet outside paved area, curbing or tire stops, or on concrete pedestals at least 30 inches high above the pavement or suitably protected by other means. The mounting detail has been revised; however, the light fixture detail remains incorrect and must be revised to depict the light placement five feet outside the paved area.

o) The applicant must contribute \$35,000.00 for a traffic signal that may need to be constructed at the site access with Airport Square Road and North Wales Road due to the new traffic patterns generated by the site development. If this signal is not constructed within five years of this approval, this contribution will be refunded to the applicant.

p) The design of the proposed improvements along North Wales Road south of the proposed entrance requires further detail to properly evaluate the design. This should include taper and transition lengths, paving limits, and existing topography, including curb and pavement markings as well as roadway dimensions.

q) The existing roadway grade must be labeled on the driveway profile. The rollover must not exceed 8 percent.

r) Mill and overlay information must be shown for North Wales Road to a lane line. Revise the typical section and provide hatching on the plan to reflect the paving limits.

s) Provide drainage depth and spread calculations for the proposed inlet on North Wales Road and the existing inlet south of the proposed entrance. The spread of water must not encroach into more than half the travel lane. Additional inlets must be provided if required.

t) A PennDOT Highway Occupancy Permit is required upon Township approval. Plans must be submitted to the Township Traffic Engineer for review and approval prior to submission to PennDOT. If a traffic signal is constructed at Airport Square Road and North Wales Road, the traffic signal plans must be submitted to the Township Traffic Engineer for review and approval.

u) The applicant must work with Pep Boys to provide some type of gravel path for pedestrian traffic.

2. Fire hydrants must be shown on the plan and the plan must meet the approval of the Township Fire Marshal. (S.O. Article II, Section 209G.)

3. An approved National Pollutant Elimination Discharge System (NPDES) permit must be received. A copy of this approved permit must be provided to the Township.

4. An approved PennDOT Highway Occupancy permit be received and a copy provided to the Township.

5. An approved Planning Module waiver be received from the Department of Environmental Resources and a copy provided to the Township.

6. That a Sewer Connection/Construction permit be issued by the Montgomery Township Municipal Sewer Authority and a copy provided to the Township.

7. That an agreement be entered into with the North Wales Water Authority and a copy of the signed agreement be provided to the Township.

8. That approval be obtained from the Montgomery County Soil Conservation District and a copy be provided to the Township.

RECORDED & INDEXED
MONTGOMERY COUNTY

2010 AUG -6 PM 1:59

Prepared by and Returned to
Frank R. Bartle, Esquire
Dischell, Bartle, Yanoff & Dooley
1800 Pennbrook Parkway
Suite 200
Lansdale, PA 19446
Parcel #46-00-00157-004 and
Parcel #46-00-00154-007

RECORDED & INDEXED
MONTGOMERY COUNTY

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
46-00-00157-00-4 MONTGOMERY
769 BETHLEHEM PIKE
MONTGOMERYVILLE INVESTORS LP \$10.00
B 012 U 007 L 4255 DATE: 08/04/2010 JO

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
46-00-00154-00-7 MONTGOMERY
0 NORTH WALES RD
MONTGOMERYVILLE INVESTORS LP \$10.00
B 012 U 038 L 1 2205 DATE: 08/04/2010 JO

**LAND DEVELOPMENT AGREEMENT
MONTGOMERYVILLE INVESTORS, L.P.
LOCATION: 769 BETHLEHEM PIKE, MONTGOMERY TOWNSHIP,
MONTGOMERY COUNTY, PENNSYLVANIA
Parcel No. 46-00-00157-004 and Parcel No. 46-00-00154-007**

THIS AGREEMENT, made this 4th day of June, 2010, by and between the **TOWNSHIP OF MONTGOMERY**, 1001 Stump Road, Montgomeryville, Pennsylvania, a township of the second class in the County of Montgomery and State of Pennsylvania, hereinafter called "Township," and **MONTGOMERYVILLE INVESTORS, L.P.**, a Pennsylvania limited partnership, 14 Balligomingo Road, Conshohocken, Pennsylvania 19428, hereinafter called "Developer".

WITNESSETH

WHEREAS, in accordance with the Montgomery Township Zoning Ordinance, Chapter 230 of the Code of the Township of Montgomery and the Montgomery Township Land Subdivision Ordinance, Chapter 205 of the Code of the Township of Montgomery, as amended (collectively called the "Ordinance"), the Supervisors of the Township at a meeting held September 27, 2004, approved a land development plan along with certain waivers for Developer consisting of the plans identified as Exhibit "A" ("**Final Plan**") attached hereto and made a part hereof. The property which is the subject of the Final Plan presently consists of two parcels as follows: (i) 769 Bethlehem Pike, Parcel No. 46-00-00157-004 ("**Existing Taco Bell Property**"),

RECEIVED AUG 04 2010

separate payments in cash (\$15,000.00 for legal and engineering expenses and \$5,000 for administrative expenses) directly with and held in escrow by the Township. In the event the escrow for administrative, legal and/or engineering, in the reasonable opinion of the Township, is near depletion, the Developer shall replenish the cash escrow upon the Township's written request.

In addition, the amount of \$20,000.00 to cover administrative, legal and engineering expenses shall also be posted by the Developer via two separate payments in cash (\$15,000.00 for legal and engineering expenses and \$5,000 for administrative expenses) directly with and held in escrow by the Township. In the event the escrow for administrative, legal and/or engineering, in the reasonable opinion of the Township, is near depletion, the Developer shall replenish the cash escrow upon the Township's written request.

The Developer hereby agrees to establish a second cash escrow with the Township ("**Traffic Signal Escrow**"), for the possible future construction, by the Township, of a traffic signal located at the property's proposed site access point with Airport Square Road and North Wales Road ("**Traffic Signal**") The Traffic Signal Escrow shall be in the amount of \$35,000.00. The Traffic Signal Escrow shall remain with the Township until September 27, 2015. If the Traffic Signal is not constructed by September 27, 2015, the Traffic Signal Escrow shall automatically expire and the funds shall be released to the Developer. Under no circumstances shall Developer be required to contribute any additional funds in connection with installation and use of the Traffic Signal.

5. **BUILDING PERMITS**. Building Permits shall not be issued until:

(a) The completion guarantees described above in Paragraph 3 in the amount and form approved by the Township Solicitor are executed and delivered to the Township;

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Payment of Bills for October 13, 2015

MEETING DATE: October 13, 2015 ITEM NUMBER: #15

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Michael J. Fox, Chairman
of the Board of Supervisors



BACKGROUND:

Please find attached a list of the October 13, 2015 bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approval all bills as presented.

MOTION/RESOLUTION:

None.

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

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 01 UNIVEST CHECKING					
09/29/2015	01	62110	00902946	BETTE'S BOUNCES, LLC	895.50
09/29/2015	01	62111	00000209	BOUCHER & JAMES, INC.	310.00
09/29/2015	01	62112	00906081	CELEBRATION FIREWORKS, INC.	3,125.00
09/29/2015	01	62113	00000125	DISCHELL, BARTLE DOOLEY	1,485.00
09/29/2015	01	62114	00001984	TRAFFIC PLANNING AND DESIGN, INC.	1,143.95
09/29/2015	01	62115	00005555	VISA	4,711.08
10/01/2015	01	62116	00000367	P.K. MOYER & SONS, INC.	194,715.50
10/09/2015	01	62117	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	737.45
10/09/2015	01	62118	00905040	3M COGENT INC.	231.75
10/09/2015	01	62119	00000006	ACME UNIFORMS FOR INDUSTRY	202.94
10/09/2015	01	62120	00000340	ADVENT SECURITY CORPORATION	225.00
10/09/2015	01	62121	00001202	AIRGAS, INC.	189.84
10/09/2015	01	62122	MISC-FIRE	ALEXANDER J DEANGELIS	30.00
10/09/2015	01	62123	00000443	ALL STATE DESIGN GROUP INC	403.25
10/09/2015	01	62124	00002061	AT&T MOBILITY	408.26
10/09/2015	01	62125	00000043	BERGEY'S	476.22
10/09/2015	01	62126	MISC-FIRE	BILL WIEGMAN	90.00
10/09/2015	01	62127	00906084	BUYMATS	304.81
10/09/2015	01	62128	00906128	CAPABLE CANINE	125.00
10/09/2015	01	62129	MISC-FIRE	CHRIS MAGEE	30.00
10/09/2015	01	62130	00906117	CPG NORTHEAST, INC	529.20
10/09/2015	01	62131	00001891	CREATIVE PRODUCT SOURCING, INC.	449.91
10/09/2015	01	62132	MISC-FIRE	DAVID P BENNETT	30.00
10/09/2015	01	62133	MISC-FIRE	DAVID WOLFE	15.00
10/09/2015	01	62134	00000629	DAVIDHEISER'S INC.	310.00
10/09/2015	01	62135	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	1,614.20
10/09/2015	01	62136	00001809	ECYNBRO TRUCKING LLC	500.00
10/09/2015	01	62137	00001902	ELLIOTT GREENLEAF &	2,443.34
10/09/2015	01	62138	00000158	ELYSE R. AION	121.10
10/09/2015	01	62139	00000423	FAMILY DINING, INC.	52.27
10/09/2015	01	62140	00000171	FAST SIGNS	5,553.20
10/09/2015	01	62141	00001034	FASTENAL	351.49
10/09/2015	01	62142	00001669	FIRST HOSPITAL LABORATORIES, INC.	215.25
10/09/2015	01	62143	00002052	FOREMOST PROMOTIONS	642.16
10/09/2015	01	62144	00000611	FUN EXPRESS LLC	100.72
10/09/2015	01	62145	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	552.00
10/09/2015	01	62146	00000198	GLASGOW, INC.	309.56
10/09/2015	01	62147	00001323	GLICK FIRE EQUIPMENT COMPANY INC	4,401.93
10/09/2015	01	62148	00001323	GLICK FIRE EQUIPMENT COMPANY INC	7.58
10/09/2015	01	62149	00000229	GRAINGER	224.81
10/09/2015	01	62150	00000215	HAVIS, INC.	243.54
10/09/2015	01	62151	00000903	HOME DEPOT CREDIT SERVICES	109.12
10/09/2015	01	62152	00000843	INFORMANT TECHNOLOGIES, INC.	8,615.00
10/09/2015	01	62153	00000102	INTERSTATE BATTERY SYSTEMS OF	107.95
10/09/2015	01	62154	MISC-REC	JENNIFER TENFELDE	85.00
10/09/2015	01	62155	00906085	JERRY GROSSMAN MIRRORS	900.00
10/09/2015	01	62156	MISC-REC	JODI TRIPLER	85.00
10/09/2015	01	62157	MISC-FIRE	JOE BENNETT	30.00
10/09/2015	01	62158	MISC-FIRE	JOE BIFOLCO	150.00
10/09/2015	01	62159	MISC-FIRE	JOHN H. MOGENSEN	60.00
10/09/2015	01	62160	MISC-FIRE	JOSEPH J. SIMES	90.00
10/09/2015	01	62161	00000264	KENCO HYDRAULICS, INC.	673.41
10/09/2015	01	62162	00000261	KERSHAW & FRITZ TIRE SERVICE, INC.	555.36
10/09/2015	01	62163	00000574	KEVIN CARNEY	100.00
10/09/2015	01	62164	MISC-REC	KRISTIN BUZINSKI	29.00
10/09/2015	01	62165	00000271	LANSDALE CHRYSLER PLYMOUTH INC.	117.00
10/09/2015	01	62166	00000201	LAWRENCE J. MURPHY	344.65
10/09/2015	01	62167	MISC-FIRE	MARY NEWELL	30.00
10/09/2015	01	62168	MISC-FIRE	MATT SHINTON	30.00
10/09/2015	01	62169	00902947	MCATO	50.00
10/09/2015	01	62170	00000743	MES - PENNSYLVANIA	598.00
10/09/2015	01	62171	MISC-FIRE	MICHAEL D. SHINTON	60.00
10/09/2015	01	62172	MISC-FIRE	MICHAEL SHEARER	15.00
10/09/2015	01	62173	MISC-REC	MICHELE WALSH	109.00
10/09/2015	01	62174	00000912	MICHENER'S GRASS ROOTS, INC.	129.30
10/09/2015	01	62175	MISC-FIRE	MIKE BEAN	30.00
10/09/2015	01	62176	00001381	NATIONAL DECALCRAFT CORP.	60.00
10/09/2015	01	62177	00000336	NFPA-NATIONAL FIRE PROTECTION ASSOC	906.22
10/09/2015	01	62178	00000356	NORTH WALES WATER AUTHORITY	20,700.00
10/09/2015	01	62179	00000356	NORTH WALES WATER AUTHORITY	60.00
10/09/2015	01	62180	00000356	NORTH WALES WATER AUTHORITY	12.00
10/09/2015	01	62181	00000356	NORTH WALES WATER AUTHORITY	69.80
10/09/2015	01	62182	00000356	NORTH WALES WATER AUTHORITY	179.15
10/09/2015	01	62183	00000356	NORTH WALES WATER AUTHORITY	189.75
10/09/2015	01	62184	00000356	NORTH WALES WATER AUTHORITY	207.00
10/09/2015	01	62185	00000356	NORTH WALES WATER AUTHORITY	174.50
10/09/2015	01	62186	00000270	NYCE CRETE AND LANDIS CONCRETE	1,697.50
10/09/2015	01	62187	00001134	OFFICE DEPOT, INC	95.52

Check Date	Bank	Check	Vendor	Vendor Name	Amount
10/09/2015	01	62188	00001440	ORION SAFETY PRODUCTS	197.28
10/09/2015	01	62189	MISC-FIRE	PAUL R. MOGENSEN	70.00
10/09/2015	01	62190	MISC-FIRE	PAUL SMITH	40.00
10/09/2015	01	62191	00001876	PENN SUBURBAN CHAMBER OF	256.00
10/09/2015	01	62192	00000595	PENN VALLEY CHEMICAL COMPANY	1,929.97
10/09/2015	01	62193	00001358	PENNSYLVANIA RECREATION AND PARK	15,550.00
10/09/2015	01	62194	00906108	PEP BOYS	10.00
10/09/2015	01	62195	00000564	PERSONAL PROTECTION CONSULTANTS,	299.00
10/09/2015	01	62196	MISC-FIRE	PHIL STUMP	75.00
10/09/2015	01	62197	00001171	PHILA OCCHEALTH/DBA WORKNET OCC	232.95
10/09/2015	01	62198	00000345	PRINTWORKS & COMPANY, INC.	196.00
10/09/2015	01	62199	00001055	PROMO DIRECT	3,853.70
10/09/2015	01	62200	MISC-FIRE	RACHEL TROUTMAN	110.00
10/09/2015	01	62201	00906102	READY REFRESH	105.65
10/09/2015	01	62202	00002033	REPUBLIC SERVICES NO. 320	1,179.34
10/09/2015	01	62203	00000117	RIGGINS INC	2,594.79
10/09/2015	01	62204	00000115	RIGGINS, INC	5,843.30
10/09/2015	01	62205	MISC-FIRE	ROB BAILEY	45.00
10/09/2015	01	62206	00001812	ROBERT J. JOHNSON JR.	259.76
10/09/2015	01	62207	00001972	ROBERT L. BRANT	2,404.30
10/09/2015	01	62208	MISC-FIRE	ROBERT MCMONAGLE	15.00
10/09/2015	01	62209	MISC-FIRE	RYAN CROUTHAMEL	30.00
10/09/2015	01	62210	00000969	SAFETY-KLEEN SYSTEMS, INC.	316.80
10/09/2015	01	62211	00001618	SEALMASTER	1,575.72
10/09/2015	01	62212	00906118	SELEX ES	430.00
10/09/2015	01	62213	00000833	SHERWIN WILLIAMS COMPANY	165.62
10/09/2015	01	62214	00001910	SIGNALSCAPE, INC.	1,500.00
10/09/2015	01	62215	00000015	SPRINT	418.17
10/09/2015	01	62216	MISC-REC	STACIE EVANIK	90.00
10/09/2015	01	62217	MISC-REC	STACY RAY	85.00
10/09/2015	01	62218	00001394	STANDARD INSURANCE COMPANY	7,795.97
10/09/2015	01	62219	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	396.54
10/09/2015	01	62220	MISC-FIRE	STEVE SPLENDIDO	30.00
10/09/2015	01	62221	00000252	SUNG K. KIM	651.35
10/09/2015	01	62222	00002020	THOMSON REUTERS	110.25
10/09/2015	01	62223	00000506	TRANS UNION LLC	40.00
10/09/2015	01	62224	00000040	VERIZON	38.15
10/09/2015	01	62225	00000040	VERIZON	96.78
10/09/2015	01	62226	00000040	VERIZON	170.82
10/09/2015	01	62227	00001033	VERIZON CABS	556.36
10/09/2015	01	62228	00000038	VERIZON WIRELESS SERVICES, LLC	851.17
10/09/2015	01	62229	00000038	VERIZON WIRELESS SERVICES, LLC	480.12
10/09/2015	01	62230	MISC-FIRE	VINAY SETTY	40.00
10/09/2015	01	62231	MISC-FIRE	VINCE ZIRPOLI	165.00
10/09/2015	01	62232	00445566	WAYTEK INC.	216.26
10/09/2015	01	62233	00001329	WELDON AUTO PARTS	768.61
10/09/2015	01	62234	00001329	VOID	0.00
10/09/2015	01	62235	00906130	WISMER AUTO INTERIORS	125.00
10/09/2015	01	62236	00001084	WITMER ASSOCIATES, INC.	636.96
10/09/2015	01	62237	00000590	YOCUM FORD	32.11

01 TOTALS:

(1 Check Voided)

Total of 127 Disbursements:

319,041.84