

**AGENDA**  
**MONTGOMERY TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**January 4, 2016**

[www.montgomerytp.org](http://www.montgomerytp.org)

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

Lawrence J. Gregan  
Township Manager

**RE-ORGANIZATION MEETING – 7:00 PM**  
*Montgomery Township Community & Recreation Center*

1. Board of Supervisors Welcome the Honorable Carolyn Tornetta Carluccio to Conduct the Swearing in of the Elected/Re-Elected Officials:
  - Auditors - Gary A. Thom
  - Stephanie Terreri
  - John Whalon
  - Board of Supervisors - Candyce Fluehr Chimera
  - Joseph Patrick Walsh
2. Call to Order by 2015 Chair
3. Pledge of Allegiance
4. Public Comment
5. Announcement of Executive Session
6. Consider Appointment of Temporary Chairman
7. Consider Election of Chairman of the Board of Supervisors for 2016
8. Consider Election of Vice-Chairman of the Board of Supervisors for 2016
9. Consider Appointments to Volunteer Committees and Boards
10. Commendation of All Boards and Commissions for Service in 2015
11. Consider Establishment of Holidays for 2016
12. Consider Establishment of Meeting Dates for 2016
13. Consider Resolution to Set the Treasurer's Bond
14. Consider Resolution to Qualify Depositories
15. Acknowledge Resignation of the Finance Director/Treasurer – Shannon Q. Drosnock
16. Consider Appointment of Officials & Consultants for 2016
17. Consider Approval of Township Manager Agreement
18. Certify Delegate to Pennsylvania State Association for Township Supervisors
19. Consider Board Liaisons to Township Committees
20. Consider Approval of Authorized Drivers
21. Consider Appointment of Fire Police
22. Consider Approval of 2016 Salary/Wage Increase Resolution

### **ACTION MEETING**

23. Consider Approval of Minutes of December 14, 2015 Meeting
24. Consider Appointment of Township Trustee to Delaware Valley Health Trust
25. Consider Authorization to Execute New Custodial Agreement – Township 401(a) Money Purchase Agreement Plan and 457(b) Deferred Compensation Plan
26. Consider Amendment to 457(b) Deferred Compensation Plan – Non-Elective Contributions
27. Consider Preliminary Plan Approval LDS #686 – Montgomery Elementary School Expansion
28. Consider Adoption of Proposed Ordinance #291 – Amendment to the Montgomery Township Stormwater Management Ordinance
29. Consider Authorization to Submit Transportation Alternatives Program Grant Application (TAP) - Powerline Trail Connection, Phase 1
30. Consider Authorization to Execute Radio Loan Agreements
31. Consider Payment of Bills
32. Other Business
33. Adjournment

#### **Future Public Hearings/Meetings:**

- 01-05-16 @ 7:00 PM – Board of Auditors
- 01-05-16 @ 7:30 PM – Zoning Hearing Board
- 01-13-16 @ 7:00 PM – Senior Committee (Mont CRC)
- 01-13-16 @ 6:45 PM – Autumn Festival Committee (Mont CRC)
- 01-13-16 @ 7:30 PM – Park & Recreation Board (Mont CRC)
- 01-18-16 @ 7:30 PM – Finance Committee
- 01-19-16 @ 12:30PM – Business Development Partnership
- 01-20-16 @ 6:00 PM – Sewer Authority
- 01-20-16 @ 7:30 PM – Shade Tree Commission
- 01-20-16 @ 7:30 PM – Public Safety Committee
- 01-21-16 @ 7:30 PM – Planning Commission
- 01-21-16 @ 7:30 PM – Pension Committee
- 01-25-16 @ 8:00 PM – Board of Supervisors
- 01-26-16 @ 7:00 PM – Environmental Advisory Committee

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Swear in Elected/Re-Elected Officials

MEETING DATE: January 4, 2016

ITEM NUMBER: #1

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors



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BACKGROUND:

This evening Judge Carolyn Tornetta Carluccio will be present to swear in the following elected officials:

- |             |   |                        |
|-------------|---|------------------------|
| Auditors    | - | Gary A. Thom           |
|             | - | Stephanie Terreri      |
|             | - | John Whalon            |
| Supervisors | - | Candyce Fluehr Chimera |
|             | - | Joseph Patrick Walsh   |

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Welcome elected Officials: Gary Thom, Stephanie Terren, John Whalon, Candyce Fluehr Chimera and Joseph Patrick Walsh

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Public Comment

MEETING DATE: January 4, 2016      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: Chairman of the Board of Supervisors  
Township Manager 

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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

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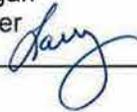
SUBJECT: Announcement of Executive Session

MEETING DATE: January 4, 2016      ITEM NUMBER: # 5

MEETING/AGENDA: WORK SESSION      ACTION    XX                  NONE

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

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



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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

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SUBJECT: Consider Appointment of Temporary Chairman

MEETING DATE: January 4, 2016      ITEM NUMBER: #6

MEETING/AGENDA: WORK SESSION      ACTION    XX      NONE

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

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



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BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Await direction from Board.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Election of Chairman of the Board of Supervisors for 2016

MEETING DATE: January 4, 2016      ITEM NUMBER: #7

MEETING/AGENDA: WORK SESSION      ACTION    XX                    NONE

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

INITIATED BY: Lawrence J. Gregan      BOARD LIAISON: Temporary Chairman  
Township Manager



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BACKGROUND:

A member of the Board of Supervisors must nominate another member of the Board to serve as the Chairman for 2016. Another Board member would need to second that nomination. The members would then take a vote to elect that person to serve as the Chairman for 2016.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

See attached Resolution.

MOTION: \_\_\_\_\_                    SECOND: \_\_\_\_\_

ROLL CALL:

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

DISTRIBUTION: Board of Supervisors, Frank Bartle, Esq.

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby elect \_\_\_\_\_ as the Chairman of the Board of Supervisors of Montgomery Township for the year 2016.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 4, 2016

cc: Minute Book, Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Election of Vice-Chairman of the Board of Supervisors for 2016

MEETING DATE: January 4, 2016      ITEM NUMBER: #8

MEETING/AGENDA: WORK SESSION      ACTION    XX      NONE

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

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



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BACKGROUND:

A member of the Board of Supervisors must nominate another member of the Board to serve as the Vice Chairman for 2016. Another Board member would need to second that nomination. The members would then take a vote to elect that person to serve as the Vice Chairman for 2016.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

See attached Resolution.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

ROLL CALL:

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

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

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby elect \_\_\_\_\_ as the Vice Chairman of the Board of Supervisors of Montgomery Township for the year 2016.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 4, 2016

cc: Minute Book, Resolution File

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

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SUBJECT: Consider Appointments to Volunteer Committees and Boards

MEETING DATE: January 4, 2016      ITEM NUMBER: #9

MEETING/AGENDA: WORK SESSION      ACTION XX      NONE

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

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

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**BACKGROUND:**

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

**ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:**

None.

**PREVIOUS BOARD ACTION:**

None.

**ALTERNATIVES/OPTIONS:**

None.

**BUDGET IMPACT:**

None.

**RECOMMENDATION:**

Consider reappointment of committee members.

**MOTION/RESOLUTION:**

See Attached Resolutions.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

**ROLL CALL:**

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

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

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that the following individuals are hereby appointed (or reappointed, as the case may be) to the stated position for the stated term, beginning in the year 2016, as follows:

**Autumn Festival Committee**

1 - year term - January 2017	Mary Griffith Alfarano
1 - year term - January 2017	Sue Dessner
1 - year term - January 2017	Ruth Hardin

**Building Code of Appeals**

4 - year term - January 2020	Steve Kane
4 - year term - January 2020	Steve Krumenacker
4 - year term - January 2020	Ed Skrzat

**Business Development Partnership**

1 - year term - January 2017	Jim Brusilovsky
1 - year term - January 2017	Bob Cole
1 - year term - January 2017	John Fazio
1 - year term - January 2017	Jay Haenn
1 - year term - January 2017	Tony Lizell
1 - year term - January 2017	Larry Mastroieni
1 - year term - January 2017	Allan Nappen

**Environmental Advisory Committee**

3 - year term - January 2019	Jeanine Hurry
3 - year term - January 2019	Beth Staab

**Finance Committee**

1 - year term - January 2017	John Dale
1 - year term - January 2017	Anthony Diasio
1 - year term - January 2017	John Holsinger
1 - year term - January 2017	Jim Kelly
1 - year term - January 2017	Mary Griffith Alfarano
1 - year term - January 2017	Allan Nappen (Business Liaison)

**Industrial Development Authority**

5 – year term – January 2021	John Crowe, Jr.
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**Open Space Committee**

1 - year term - January 2017	Jay Glickman
1 - year term - January 2017	Laurence Poli
1 - year term - January 2017	Roy Rodriguez

**Park and Recreation Board**

5 - year term - January 2021	Angelo Grasso
5 - year term - January 2021	Alfred Quasti, Jr.

**Pension Fund Advisory Committee**

- 1 - year term - January 2017
- 1 - year term - January 2017
- 1 - year term - January 2017

James Kelly  
Thomas Kowalski  
John Malley

**Pension Fund Advisory Committee (Employee)**

- 1 - year term - January 2017

Shannon Drosnock  
Lucy Gonzalez  
Michael Jenkins  
Greg Reiff  
Jeff Sarnocinski  
Ann Shade  
Bruce Shoupe  
Meg Swiggard

**Planning Commission**

- 4 - year term - January 2020

Leon McGuire

**Public Safety Committee**

- 1 - year term - January 2017

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

**Senior Committee**

- 1 - year term - January 2017

Peg Azarian  
Karen Grant  
Helen Haag  
Marian Pinkerton  
Richard Roller  
Ralph Schurr  
Jacqueline Volk

**Sewer Authority**

- 5 - year term - January 2021

Christopher Kelm

**Shade Tree Commission**

- 5 - year term - January 2021

Richard Roller

**Zoning Hearing Board**

- 3 - year term - January 2019

Laurence Poli

MOTION BY:

SECOND BY:

VOTE:

DATE: January 4, 2016

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Commendation of All Boards and Commissions for Service in 2015

MEETING DATE: January 4, 2016      ITEM NUMBER: #10

MEETING/AGENDA: WORK SESSION      ACTION    XX      NONE

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

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

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BACKGROUND:

The Chairman of the Board thanks all the volunteers for their dedication of service for the year 2015.

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Establishment of Holidays for 2016

MEETING DATE: January 4, 2016 ITEM NUMBER: #11

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

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

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BACKGROUND:

See attached resolution for the proposed Township holidays for 2016.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

See attached Resolution

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

ROLL CALL:

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

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

BE IT RESOLVED that the Board of Supervisors of Montgomery Township recognizes the following holidays in 2016, at which time all Township employees, except sworn police officers, will be on holiday and the Township offices will be closed:

President's Day	Monday, February 15 <sup>th</sup>
Good Friday (except police dispatchers)	Friday, March 25 <sup>th</sup>
Easter (police dispatchers)	Sunday, March 27 <sup>th</sup>
Memorial Day	Monday, May 30 <sup>th</sup>
Independence Day	Monday, July 4 <sup>th</sup>
Labor Day	Monday, September 5 <sup>th</sup>
Columbus Day	Monday, October 10 <sup>th</sup>
Election Day	Tuesday, November 8 <sup>th</sup>
Thanksgiving Day	Thursday, November 24 <sup>th</sup> Friday, November 25 <sup>th</sup>
Christmas	Monday, December 26 <sup>th</sup>
New Year's Day	Monday, January 2, 2017

BE IT FURTHER RESOLVED that Police Dispatchers will, at the discretion of the Chief of Police, either receive off on the designated holiday, the alternate holiday, or be compensated at the holiday rate for working on the holiday.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 4, 2016

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Establishment of Meeting Dates for 2016

MEETING DATE: January 4, 2016

ITEM NUMBER: #12

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors

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BACKGROUND:

None.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None

RECOMMENDATION

None.

MOTION/RESOLUTION:

See Attached Resolution.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

ROLL CALL:

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

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

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that during the year 2016, we will hold two regular Board of Supervisor meetings on the second and fourth Mondays of each month at 8:00 P.M., with executive sessions and/or work sessions (if scheduled) to be held at 7:00 p.m., except that the following TUESDAY meeting is substituted for the previous Monday meeting:

Tuesday, October 11, 2016

The January 4, 2016 meeting will take the place of the January 11, 2016 meeting. There will be no meeting held on January 11, 2016.

The only meeting in December will be on Monday, December 12, 2016.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 4, 2016

cc: L. Gregan, A. Shade, K. Costello, S. Bendig, B. Shoupe, R. Lesniak, S. Drosnock, B. Forman, F. Bartle, Esq., R. Iannozzi, Esq., D. Rivas, A. Rudolf, Minute Book, Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Resolution to Set the Treasurer's Bond

MEETING DATE: January 4, 2016

ITEM NUMBER: #13

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors



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BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

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

RECOMMENDATION:

Adopt resolution establishing the Township Treasurer's Bond in the amount of \$2,500,000 for 2016.

MOTION/RESOLUTION:

See attached Resolution.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

ROLL CALL:

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

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

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that the Treasurer's bond be set at \$2,500,000.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 4, 2016

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Resolution to Qualify Depositories

MEETING DATE: January 4, 2016

ITEM NUMBER: #14

MEETING/AGENDA: WORK SESSION      ACTION    XX      NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Chairman of the Board of Supervisors

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BACKGROUND:

None.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

See Attached Resolution.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

ROLL CALL:

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

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

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that Univest Bank and Trust Co. and the Pennsylvania Department of the Treasury "INVEST" Fund are named as depositories for its Government Banking Accounts and Capital Projects Account. Morgan Stanley is named as custodian for the investments held for the Montgomery Township Police Pension Fund in accordance with the executed agreements between Morgan Stanley and Montgomery Township. ICMA-RC is named as the custodian for Montgomery Township Police Pension Funds in the Deferred Retirement Option Program (DROP) in accordance with the executed agreements between ICMA-RC and Montgomery Township.

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

MOTION BY:

SECOND BY:

VOTE:

DATE: January 4, 2016

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Acknowledge Resignation of the Finance Director/Treasurer – Shannon Q. Drosnock

MEETING DATE: January 4, 2016

ITEM NUMBER: #15

MEETING/AGENDA: WORK SESSION

ACTION XX                      NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager 

BOARD LIAISON: Chairman of the Board  
of Supervisors

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BACKGROUND:

Effective January 7, 2016, Shannon Q. Drosnock will resign from her position as the Director of Finance and Treasurer to pursue a new position as the Manager of the Montgomery Township Municipal Sewer Authority.

Montgomery Township wishes to recognize and acknowledge the accomplishments of Ms. Drosnock during her five year employment with the Township and express our deepest appreciation for her many contributions over the past five years.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Acknowledge the employment and resignation of Shannon Q. Drosnock from her position as the Director of Finance and Treasurer with Montgomery Township.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize the resignation of Shannon Q. Drosnock from her position as Director of Finance and Treasurer with Montgomery Township and wish her well in her future position.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

ROLL CALL:

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

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



# Montgomery Township

## Inter-Office Memo

---

**To:** Lawrence J. Gregan, Township Manager

**From:** Shannon Q. Drosnock, Finance Director

**Date:** December 7, 2015

**Subject:** Resignation from Montgomery Township

Larry,

Please accept this letter as my official resignation from Montgomery Township effective January 7, 2016.

I thoroughly appreciate the time I have spent here as Finance Director and the opportunity to learn and serve the residents of Montgomery Township.

I am excited to continue serving the residents in my new position as Manager of the Montgomery Township Municipal Sewer Authority and look forward to a strong working relationship between us in this new role.

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

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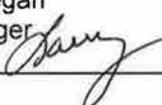
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SUBJECT: Consider Appointment of Officials & Consultants

MEETING DATE: January 4, 2016      ITEM NUMBER: #16

MEETING/AGENDA: WORK SESSION      ACTION    XX      NONE

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

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

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BACKGROUND:

Each year the Board formally appoints by resolution its Township Officials and Consultants for 2016. Please see the attached resolution.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

See Attached Resolution.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

ROLL CALL:

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

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

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that the following

Township officials be appointed for the year 2016:

Township Manager/Secretary	Lawrence J. Gregan
Director of Administration & Human Resources	Ann M. Shade
Acting Director of Finance /Treasurer	Lawrence J. Gregan
Director of Fire Services, Fire Marshal & Emergency Management Coordinator	Richard M. Lesniak
Chief of Police	J. Scott Bendig
Director of Public Works	Kevin A. Costello
Director of Planning & Zoning & Zoning Officer	Bruce S. Shoupe
Director of Recreation and Community Center	Brian Forman
Assistant Secretary / Right-To-Know Officer	Deborah A. Rivas
Deputy Zoning Officer	Marianne McConnell
Acting Business Tax Collector	Lawrence J. Gregan
Vacancy Board Chairman	Richard E. Miniscalco
Solicitor	Frank R. Bartle, Esq. (Dischell, Bartle & Dooley)
Township Engineer	Russell Dunlevy, P.E. (Gilmore & Assocs, Inc.)
Traffic Engineer/Street Light Engineer	Kevin Johnson, P.E. (TPD Associates)
Landscape Engineer	Judith Stern Goldstein, ASLA, RLA (Boucher & James, Inc.)
Labor Counsel	Ryan Cassidy, Esq. (Eckert, Seamans)
Building Inspector	Boucher & James, Inc.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 4, 2016

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

SUBJECT: Consider Approval Township Manager Memorandum of Agreement

MEETING DATE: January 4, 2016      ITEM NUMBER: #17

MEETING/AGENDA: ACTION    XX    CONSENT    NONE

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

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

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BACKGROUND:

The term of the current Memorandum of Agreement with the Township Manager expired as of December 31, 2015. A draft agreement has been prepared to extend the term of employment of Lawrence J. Gregan as Township Manager for a two year period to be effective January 1, 2016 to and through December 31, 2017. The agreement includes a description of the Duties of the Manager, Salary, Township Vehicle and Equipment, Benefits, Provisions for Removal, Terminal Leave and Notice of Resignation, Definition of "Just Cause" and Miscellaneous and General Provisions.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: As provided for in the approved 2016 Township Budget.

RECOMMENDATION:

The Board of Supervisors is requested to consider authorization for execution of the Township Managers Memorandum of Agreement effective for the period of 1/1/2016 to 12/31/2017.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors that we hereby authorize execution of the Township Managers Memorandum of Agreement effective for the period of 1/1/2016 to 12/31/2017.

ROLL CALL:

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

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

**DRAFT**

**MUNICIPAL MANAGER AGREEMENT**

**MEMORANDUM OF AGREEMENT BETWEEN  
MONTGOMERY TOWNSHIP AND LAWRENCE J. GREGAN  
(Effective for Calendar Years 2016 and 2017)**

THIS IS AN AGREEMENT, made this 4th day of January, 2016, by and between the **TOWNSHIP OF MONTGOMERY** ("Township"), by and through its Board of Supervisors ("Board") and **LAWRENCE J. GREGAN** ("Gregan") setting forth Gregan's terms and conditions of employment.

**WHEREAS**, Montgomery Township is a Commonwealth of Pennsylvania Township of the Second Class;

**WHEREAS**, the Board desires to employ the services of Lawrence J. Gregan as Township Manager;

**WHEREAS**, Lawrence J. Gregan desires to be employed as Township Manager of Montgomery Township; and

**WHEREAS**, by majority vote of the Board of Supervisors of Montgomery Township at an advertised public meeting, the terms and provisions of this Agreement have been approved.

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

**SECTION I. TERM OF AGREEMENT**

This Agreement shall become effective on January 1, 2016, and shall continue in effect through and including December 31, 2017.

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

**SECTION II. DUTIES OF MANAGER**

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

**DRAFT**

### **SECTION III. SALARY**

Effective January 1, 2016, Township agrees to pay Gregan an annual salary for 2016 in the amount of one hundred fifty thousand dollars (**\$145,000**). Effective January 1, 2017, Gregan's annual salary shall be increased to the amount of one hundred fifty thousand dollars (**\$150,000**) for calendar year 2017.

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

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

### **SECTION IV. TOWNSHIP VEHICLE & EQUIPMENT**

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

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

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

### **SECTION V. BENEFITS**

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

### **SECTION VI. VACATION BENEFITS**

Gregan shall be entitled to receive five (5) weeks paid vacation for calendar year 2016. The additional time allotted for 2016 is being made in consideration for the tremendous overtime hours Gregan dedicated to the construction of the Montgomery Township Community and Recreation Center during 2015. For calendar year 2017, Gregan shall be entitled to receive four (4) weeks of paid vacation.

**DRAFT**

In the event Gregan is unable to exhaust his allotted five (5) weeks paid vacation during the calendar year 2016, Gregan shall be entitled to be monetarily reimbursed for up to two (2) weeks of the unused vacation time at an amount equal to his 2016 regular weekly pay for each unused week; however, the buyback amount for two weeks of unused time shall not exceed five thousand dollars (\$5000) in the aggregate.

The vacation buyback option shall not be available to Gregan for calendar year 2017. In all other respects, Gregan shall be subject to the vacation policies governing all other department heads employed by Township.

**SECTION VII. REMOVAL, TERMINAL LEAVE & NOTICE OF RESIGNATION**

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

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

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

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

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

**DRAFT**

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

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

**SECTION VIII. MISCELLANEOUS & GENERAL PROVISIONS**

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

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

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

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

\_\_\_\_\_  
Lawrence J. Gregan, Manager  
Montgomery Township

\_\_\_\_\_  
Joseph P. Walsh, Chairman  
Montgomery Township Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Certify Delegate to Pennsylvania State Association for Township Supervisors

MEETING DATE: January 4, 2016      ITEM NUMBER: #18

MEETING/AGENDA: WORK SESSION      ACTION    XX      NONE

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

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



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BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

See attached Resolution.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

ROLL CALL:

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

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

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby certify \_\_\_\_\_ as the voting delegate to represent Montgomery Township at the Pennsylvania State Association of Township Supervisors (PSATS) in the year 2016.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 4, 2016

cc: D. Rivas, Minute Book, Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

SUBJECT: Consider Board Liaisons to Township Committees

MEETING DATE: January 4, 2016 ITEM NUMBER: #19

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

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



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BACKGROUND:

Annually, members of the Board of Supervisors elect to serve as liaisons to various Township Boards and Commissions. A list of the 2016 Board/Commission assignments is attached for the Board's consideration. The Board will also be appointing a liaison to the new Community and Recreation Center Advisory Committee.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider approval of Board/Commission Liaisons for 2016.

MOTION/RESOLUTION:

To be Determined.

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

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint Board members as liaisons to the following committees, boards and agencies for 2016.

Autumn Festival Committee

Business Development Partnership

Community & Recreation Center Committee

Environmental Advisory Committee

Finance Committee

Historical Society

North Penn School District

Open Space Committee

Park & Recreation Board

Planning Commission

Pension Committee

Public Safety Committee

Senior Committee

Sewer Authority

Shade Tree Commission

MOTION BY:

SECOND BY:

VOTE:

DATE: January 4, 2016

cc: Staff Liaison, Minute Book, Resolution File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Approval of Authorized Drivers

MEETING DATE: January 4, 2016      ITEM NUMBER: #20

MEETING/AGENDA: WORK SESSION      ACTION    XX      NONE

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

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



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BACKGROUND:

None.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

See attached Resolution.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

ROLL CALL:

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

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

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve Lawrence Gregan, J. Scott Bendig, Gerald Dougherty, William Peoples, Kevin Costello, Richard Lesniak, John Scheiter, Frank Colelli and Bruce Shoupe as personnel authorized to drive Township-owned vehicles for commuting purposes.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 4, 2016

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

SUBJECT: Consider Appointment of Fire Police Officers for 2016

MEETING DATE: January 4, 2016      ITEM NUMBER: # 21

MEETING/AGENDA:                              ACTION    XX                              NONE

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

INITIATED BY: Richard M. Lesniak      BOARD LIAISON: Chairman of the Board of Supervisors  
Director, Fire Services

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BACKGROUND:

The following personnel are being recommended for reappointment to the Montgomery Township Fire Police for the year 2016.

- William Adams
- Robert Bailey
- Stacy Bailey
- Gregory Fitzgerald
- Michael Goldberg
- Robert Gruber
- Timothy Johnson
- Maryanne Mogensen
- Matt Palm
- Bud Rhoads
- Joel Silver

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Adopt Resolution reappointing Fire Police Officers for 2016.

MOTION/RESOLUTION:

See attached Resolution.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

ROLL CALL:

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

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

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby reappoint the following Montgomery Township Fire Police to serve Montgomery Township during 2016:

William Adams  
Robert Bailey  
Stacy Bailey  
Greg Fitzgerald  
Michael Goldberg  
Robert Gruber  
Timothy Johnson  
Maryanne Mogensen  
Matt Palm  
Bud Rhoads  
Joel Silver

MOTION BY:

SECOND BY:

VOTE:

DATE: January 4, 2016

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

SUBJECT: Consider Approval of 2016 Salary/Wage Increase Resolution

MEETING DATE: January 4, 2016      ITEM NUMBER: #22

MEETING/AGENDA:      ACTION    XX      NONE

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

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

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BACKGROUND:

Per the provisions of the Compensation Policy established by the Board of Supervisors on December 11, 2009, the Board of Supervisors annually adopts a resolution establishing maximum salary/wage increases as approved in the Final Budget. The attached resolution proposes adoption of wage/salary increases as provided for in the approved Final Budget for 2016.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION:

The Compensation Policy was established by the Board of Supervisors on December 11, 2009 and the 2016 Budget was adopted on December 14, 2015.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT:

Funds have been approved in the 2016 Budget in support of these Maximum Department Salary/Wage increases.

RECOMMENDATION:

Adopt the attached Resolution

MOTION/RESOLUTION:

See Attached Resolution.

MOTION: \_\_\_\_\_      SECOND: \_\_\_\_\_

ROLL CALL:

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

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

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the following maximum departmental salary/wage increases for 2016 with the adoption of the 2016 Budget:

Administration	Maximum of \$19,000
Finance	Maximum of \$7,750
Information Technology	Maximum of \$7,200
Police (Uniformed)	Per Collective Bargaining Agreement
Police (Command)	Maximum of \$12,000
Police (Non-Uniformed)	Maximum of \$12,500
Planning	Maximum of \$12,000
Public Works	Maximum of \$35,000
Fire (Non-Union)	Maximum of \$4,000
Fire (Union)	Per Collective Bargaining Agreement
Park & Recreation	Maximum of \$3,600

MOTION BY:

SECOND BY:

VOTE:

DATE: January 4, 2016

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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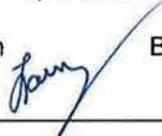
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SUBJECT: Consider Approval of Minutes for December 14, 2015

MEETING DATE: January 4, 2016 ITEM NUMBER: #23

MEETING/AGENDA: WORK SESSION ACTION  NONE

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

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

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BACKGROUND:

Please contact Deb Rivas on Monday, January 4, 2016 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

**MINUTES OF MEETING  
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
DECEMBER 14, 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 and Joseph Walsh. Supervisor Jeffrey McDonnell was absent. Also in attendance were Frank Bartle, Esquire and Lawrence Gregan.

Chairman Michael J. Fox called the action meeting to order at 8:00 p.m. In attendance were Vice Chairman Candyce Fluehr Chimera, Supervisors Robert Birch and Joseph Walsh. Supervisor Jeffrey McDonnell was absent. Also in attendance were Frank Bartle, Esquire, Lawrence Gregan, Scott Bendig, Rick Lesniak, Shannon Drosnock, Ann Shade, Stacy Crandell, Bruce Shoupe, Brian Forman, Rich Grier, 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 of personnel, one matter regarding labor relations for the Fire Union, two matters of condemnation and two matters of litigation. The litigation matters included *Rogue v. Montgomery Township* and *Ryan v. Montgomery Township*. Mr. Bartle stated that these matters were 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 November 23, 2015 Board meeting. The minutes of the meeting were unanimously approved as submitted.

Director of Recreation and Community Center Brian Forman reported that the Annual Holiday Lights contest had recently concluded and the winners were ready to be announced. Eight families decorated their homes and participated in the contest this year. The winners were Most Colorful – 17 Spur Road, Most Traditional – 105 Mallard Drive, Most Variety – 134

Thames Drive and Grand Prize Winner Car Stopper – 104 Fairview Drive. The winners received gift certificates and lawn signs in recognition of their awards.

Director of Recreation and Community Center Brian Forman proposed two Community Center membership promotions for the month of January. The first promotion waives the \$25 registration fee to become a monthly member. The second promotion would waive the \$5 “drop in fee” charged for certain group exercise classes. Both promotions would run from January 1 through January 31, 2016. Resolution #1 made by Chairman Michael Fox, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, approved the January Community Center Membership Promotions as presented.

Director of Finance Shannon Drosnock presented the 2016 Sewer Authority Budget. The Budget is balanced and does not propose a rate increase again for 2016. The Board of Supervisors approval of the Authority Budget is required in accordance with Section 3 of the Operating Agreement between the Township and the Montgomery Township Municipal Sewer Authority. Resolution #2, made by Chairman Michael Fox, seconded by Supervisor Joseph Walsh and adopted unanimously, approved the Montgomery Township Sewer Authority Budget for the fiscal year 2016.

Director of Finance Shannon Drosnock reported that the operating agreement between the Township and the Authority requires Board approval of all Tapping Fee Agreements entered into by the Montgomery Township Municipal Sewer Authority during 2015. Resolution #3, made by Chairman Michael Fox, seconded by Supervisor Joseph Walsh and adopted unanimously, approved the following Montgomery Township Municipal Sewer Authorities Tapping Fee Agreements with Trump, 1 EDU, Eureka Basin, Aspen Mills, 1 EDU, Hatfield Basin and Todi Foundation, 8 EDU's, Eureka Basin.

Director of Finance Shannon Drosnock presented the final 2016 Montgomery Township Budget. She reported that the Board had held four public workshop meetings on the budget and approved the Preliminary Budget on November 9, 2015. Ms. Drosnock presented the final

budget information and stated that no revenues or expenses in the final budget are increased more than ten percent in the aggregate or more than twenty-five percent in any major category over the approved preliminary Budget. Resolution #4, made by Chairman Michael Fox, seconded by Vice Chairman Candyce Fluehr Chimera, and adopted unanimously, adopted the 2016 Montgomery Township Budget as presented on November 9, 2015. Resolution #5, made by Chairman Michael Fox, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, approved the Tax Levy Resolution with a total of 1.49 mills, and establishes the Homestead Exclusion amount for 2016 at \$30,000. Resolution #6, made by Chairman Michael Fox, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, established the street light assessments for 2016.

Director of Finance Shannon Drosnock reported that each year the Board of Supervisors adopts a resolution denoting the categories of the fund balances as required by the government Accounting Standards Board (GASB) Statement No. 54 are to be reported on the annual audited financial statements. Resolution #7 made by Chairman Michael Fox, seconded by Supervisor Joseph Walsh and adopted unanimously, classified the Township's fund balances in accordance with the Governmental Accounting Standard Board Statement No. 54 as described in attached Exhibit A.

Director of Finance Shannon Drosnock reported that several projects and activities have occurred during the 4<sup>th</sup> Quarter of 2015 that require amendments to the 2015 budget in order to accurately reflect these revenues and expenditures. These include construction of the Community and Recreation Center fund commitments, including Technology Reserves, Contingency Reserves, Park Capital Plans, Environmental Funds and Replacement Tree funding. In addition, the Board approved the allocation of fiscal year 2014 surplus to various purposes including a \$500,000 payment of principal on the 2012 G.O. Note. The Fire Fund budget originally reflected payment of the new Squad anticipated in 2014, however the payment for the vehicle occurred in 2015. Finally, the Capital Fund budget originally reflected a payment

for the acquisition of 1216 Stump Road (Zehr) to occur in 2015. The payment occurred at the end of 2014 and so the proposed budget amendment reflects the reduction of that expenditure from the 2015 budget. Resolution #8 made by Chairman Michael Fox, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, approved the 2015 4<sup>th</sup> Quarter Budget Amendments to the General Fund, Fire Fund and the Capital Reserve Fund.

Director of Finance Shannon Drosnock reported that Montgomery Township has received the Certificate of Achievement for Excellence in Financial Reporting from the GFOA for the fiscal year ending on December 31, 2014. This is the fifth consecutive year that the Township has achieved this award, which recognizes the Township efforts to present its residents with an outstanding Annual Financial Report. The Board expressed congratulations on achieving this award and thanked Ms. Drosnock and staff for their efforts in the preparation of the CAFR Report.

Director of Finance Shannon Drosnock reported that a 100% Performance Bond was a requirement of the RFP for the ERP Software. BS&A Software was the successful vendor and in December of 2014 was awarded the contract for the ERP Software. BS&A provided a cash payment as the Performance Bond for the contract. The successful completion of the project has occurred and BS&A has requested the return of their cash payment which has been held in escrow by the Township. Resolution #9 made by Chairman Michael Fox, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, acknowledged the successful completion of the contract with BS&A Software and authorized the return of the cash payment Performance Bond in the amount of \$237,090.00.

Chief of Police Scott Bendig reported that on August 10, 2015, the Board of Supervisors approved the awarding of the contract for the purchase and installation of a proximity card system to a Co-Stars vendor. That vendor is unable to provide the services as requested. The Police Department is now proposing that the purchase and installation of a proximity card reader system to manage the entry points into the secure wing of the police station, as well as

other sensitive areas of the station, be awarded to The Protection Bureau, an authorized vendor under the Co-Stars Cooperative Purchasing Program, to provide the requested equipment and installation at a cost of \$21,477.00. Resolution #10 made by Chairman Michael Fox, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, awarded the contract for the purchase and installation of a proximity card reader system to The Protection Bureau at a cost of \$21,477.00.

Director of Planning and Zoning Bruce Shoupe reported that the Federal Emergency Management Agency (FEMA) has been updating the Flood Insurance Rate Maps (FIRM's) for Montgomery County, including Montgomery Township. Those maps were finalized on September 2, 2015 by an issuance of a letter of final determination. The Township has 180 days to update its Floodplain Ordinance adopting the new maps and to remain in good standing in the national flood insurance program. The deadline for adopting the ordinance and submitting it to FEMA is March 2, 2016. Resolution #11 made by Chairman Michael Fox, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, authorized the advertisement of proposed Ordinance #15-292, amending Article IV (Floodplain Conservation District) of the Township Zoning Code for consideration at the Board of Supervisors meeting on February 22, 2016 and direct that the proposed ordinance be submitted to the Montgomery County and Montgomery Township Planning Commissions for review and comment.

Director of Planning and Zoning Bruce Shoupe reported that Fairway 202 Associates, LP, have submitted a request for a text amendment to the BP – Business Office and Professional District ordinance. A new use is proposed in this district for congregate-care/independent senior living. This would be a combination of a senior day-care facility and a residential use. A proposed ordinance has been prepared by the applicant which provides for alternate structural, dimensional and parking requirements specifically tailored to apply to this new proposed use. The proposed ordinance has been revised by the applicant to address prior Township comments and is now in a format for the Board to authorize its review and scheduling

for consideration at a future Public Hearing. Resolution #12 made by Chairman Michael Fox, seconded by Supervisor Joseph Walsh and adopted unanimously, authorized the advertisement of proposed Ordinance #15-293-Z to amend the BP Zoning District regulations in the Township Zoning Code to permit Congregate Care/Independent Senior Living Use and further direct that the Proposed Ordinance be submitted to the Montgomery County and Montgomery Township Planning Commissions, Township Consultants and staff for review and comment.

Director of Planning and Zoning Bruce Shoupe reported that the Stormwater Management Act requires each municipality within the area covered by the Act 167 stormwater management plan to adopt or amend and implement ordinances and regulations including zoning, subdivision and development, building code, and erosion and sedimentation ordinances that are necessary to regulate development within the Township in a manner consistent with the Stormwater Management Plan and provisions of the Stormwater Management Act. Approximately 10% of the Township is tributary to the Wissahickon Creek Watershed. Township staff, Township Solicitor and the Township Engineer have prepared a proposed Ordinance #15-291 to amend Chapter 206 of the Township Code entitled the Montgomery Township Stormwater Management Ordinance to implement the requirements of the Wissahickon Creek Watershed Act 167 plan. Resolution #13 made by Chairman Michael Fox, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, authorized the advertisement of proposed Ordinance #15-291 – Amending Chapter 206 of the Township Code – Stormwater Management, to be considered at the Board of Supervisor's meeting to be held on Monday, January 4, 2016.

Assistant to the Township Manager Stacy Crandell reported that staff is proposing to apply for funding under the PennDOT Multi-Modal Grant Program to fund the construction of an approximately 3,800 foot long, 10 foot wide multi-use trail segment between the existing Route 202 Parkway Trail and the Township's newly constructed Community and Recreation Center (CRC). The Township Traffic Engineer's estimated cost for this trail connection is \$922,050.00

including design and construction management. The Township will be requesting a grant amount of \$645,435.00 with the local Township match of \$276,615.00. Resolution #14 made by Chairman Michael Fox, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, approved the request to submit a grant application to PennDOT for the Multi-Modal Grant program for the Powerline Trail Connection Phase1.

Resolution #15 made by Chairman Michael Fox, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, approved the construction escrow release #1 for LDS #676 for the Sprint Store at 770 Bethlehem Pike in the amount of \$115,203.56.

Township Manager Lawrence Gregan reported that the Second Class Township Code requires municipalities to reorganize on the first Monday of the year. January 4, 2016 is the date for the Montgomery Township reorganization meeting. Resolution #16, made by Chairman Michael Fox, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, authorized the advertisement of the reorganization meeting of the Township for Monday, January 4, 2016 at 7:00 p.m. to be held at the Community and Recreation Center.

Chairman Michael Fox made a motion to approve the payment of bills for December 14, 2015. Supervisor Joseph Walsh 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 8:42 p.m.

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

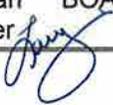
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SUBJECT: Consider Appointment of Township Trustee for the Delaware Valley Health Trust

MEETING DATE: January 4, 2016 / ITEM NUMBER: #24

MEETING/AGENDA: ACTION NONE

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

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

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BACKGROUND:

The Delaware Valley Health Trust (DVHT) is one of three Delaware Valley Trusts in which the Township is a member municipality. The Health Trust is the youngest of the Trusts and is approaching its 17<sup>th</sup> anniversary in April 2016. The Township participates in the Health Trust to provide health care benefits for all employees.

The Health Trust is governed by a Board of Trustees comprised of a representative from each member municipality. The governing body of each municipal member selects an appointed or elected official to serve as a Trustee on the Board of Trustees. Each municipality receives one vote on the Board; voting is not weighted.

Currently the Township Finance Director, Shannon Drosnock, is the designated Trustee representing Montgomery Township on the Delaware Valley Health Trust (DVHT). With Ms. Drosnock's resignation from the Finance Director Position another employee should be designated to fill this role.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that the Board appoint Ann Shade, Director of Administration and Human Resources, as the Trustee representing Montgomery Township for the Health Trust (DVHT).

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint Ann Shade, Director of Administration and Human Resources, as the Trustee representing Montgomery Township for the Health Trust (DVHT).

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**

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SUBJECT: Consider Authorization to Execute Custodial Agreements for the 401(a) and 457 (b) Pension Plans

MEETING DATE: January 4, 2016

ITEM NUMBER: #25

MEETING/AGENDA: WORK SESSION      ACTION **XX**      CONSENT      NONE

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

INITIATED BY: Lawrence J. Gregan,  
Township Manager

BOARD LIAISON: Chairman,  
Board of Supervisors

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BACKGROUND:

Benefits Consulting Group ("BCG"), administrator for the 401(a) Money Purchase Pension Plan for our non uniformed employees and 457 (b) Deferred Compensation Plan for all township employees, has advised us that the plans Trustee/Custodian, Oppenheimer (OFI), will no longer provide direct Trustee services in 2016.

BCG has proposed and is recommending the firm of Mid Atlantic Trust Company, Pittsburgh, PA to serve in this capacity for these two plans. BCG has provided Custodial Agreement (ERISA) documents to be executed to engage the services of Mid Atlantic to provide these services for the two plans. The agreements have been provided to the Township Solicitor for review and recommendation.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None

RECOMMENDATION:

Subject to the review by the Township Solicitor, it is recommended that the Board authorize execution of the "Custodial Agreement (ERISA)" documents to engage Mid Atlantic Trust Company to provide Trustee/Custodial Services for the Township's 401(a) Money Purchase Pension Plan and 457 (b) Deferred Compensation Plans.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize execution of the "Custodial Agreement (ERISA)" documents to engage Mid Atlantic Trust Company to provide Trustee/Custodial Services for the Township's 401(a) Money Purchase Pension Plan and 457 (b) Deferred Compensation Plans..

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.



330 South Poplar, Suite 103  
Pierre, SD 57501

**Custodial Agreement  
(ERISA)**

This Custodial Agreement (the "Agreement"), is made on \_\_\_\_\_, by and among Montgomery Township (the "Company"), the undersigned trustee (the "Trustee") and Mid Atlantic Trust Company, a South Dakota registered non-depository trust company (the "Custodian").

**WITNESSETH**

WHEREAS, Company maintains the MONTGOMERY TOWNSHIP 401(a) MONEY PURCHASE PLAN (the "Plan") registered with the Internal Revenue Service under the tax identification number of 23-6005687, for the benefit of its eligible employees; and

WHEREAS, pursuant to the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Plan provides that the assets of the Plan shall be held in trust (the "Trust") for the exclusive purpose of providing benefits to Plan participants and their beneficiaries; and

WHEREAS, the Plan delegates to the Trustee the primary duty and responsibility to administer, manage and control the assets of the Trust; and

WHEREAS, the Plan authorizes the Trustee to appoint a custodian to hold and maintain all or any part of the assets of the Trust; and

WHEREAS, Company has retained Benefit Consultants Group (the "Primary Agent") to act as the record keeper and / or administrator of the Plan.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions set forth below, the Company and Custodian agree as follows:

**ARTICLE I: ESTABLISHMENT OF THE CUSTODY ACCOUNT**

I.1 The Company hereby establishes with the Custodian a custody account (the "Custody Account") consisting of such sums of money, qualifying employer securities, or other property acceptable to the Custodian as shall from time to time be paid or delivered to the Custodian by the Trustee under the Plan, and earnings, profits, increments, additions and appreciation thereto and thereon as may accrue from time to time. All such sums of money, all investments made therewith or proceeds thereof, and all earnings, profits, increments, appreciation and additions thereto and thereon, less any payments and disbursements which shall have been made by the Custodian, as authorized herein, shall constitute the assets of the Trust (the "Trust Account"). All contributions shall be discretionary and unencumbered. In kind contributions of qualifying employer securities are subject to the requirements of ERISA Section 407.

I.2 The Custodian is instructed that the individual entered below is the "Primary Contact" for the Plan. The Custodian shall have satisfied any delivery or notification requirements in the Agreement by supplying such information to the Primary Contact. The Plan may change the Primary Contact at any time by providing written notification to the Custodian.

Primary Contact Information	
Name: <u>Ann Shade</u>	Phone: _____
Address: <u>1001 Stump Road</u> <u>Montgomeryville, PA 19446</u>	Fax: _____
	Email: <u>ashade@montgomerytp.org</u>

I.3 The Custodian shall not be responsible for the collection of any funds required by the Plan to be paid by the Company or Trustee to the Custodian.

I.4 The Custodian shall have the authority hereunder:

(a) To hold and administer the Custody Account pursuant to the direction of the Trustee, the Primary Agent, any administrative committee created to administer the Plan (the "Committee") or any Investment Manager as defined in Section 3(38) of ERISA; and

(b) From time to time, on the written direction of the Trustee, the Primary Agent, the Committee, or any of their authorized agents or representatives, to make disbursements from the Custody Account to such persons, in such manner and amounts, and for such purposes, as may be specified in such direction. The Custodian shall not be responsible to ascertain whether such direction complies with the terms of the Plan nor be held otherwise liable for any disbursement made by it pursuant to such direction.

I.5 The Custodian is authorized to establish a cash settlement account (the "Cash Account") for the benefit of the Plan at Mid Atlantic Capital Corporation ("MACC"), a FINRA member and registered broker-dealer and affiliate of Custodian under common ownership. The Custodian will

deposit or cause to be deposited Plan contributions, income and proceeds from sales and redemptions of Plan assets to the Cash Account from time to time as necessary to fund settlement of investment purchases and authorized disbursements. The Custodian is authorized to agree to terms with MACC under Article II.3 of this Agreement.

(a) The Custodian, MACC and/or their agents may receive credit earnings or interest on the cash in the Plan’s account awaiting investment or disbursement, which credit earnings or interest may be retained as additional compensation. Any such cash balances are available to the Plan on demand. More precise information regarding policies for cash “float” are available upon request by the Company, and at <http://secure.macg.com> under “Terms and Conditions.” The Company has read and understands such policies. The Company acknowledges that additional information regarding these policies is available upon request to the Custodian.

(b) Until notified by the Custodian in writing, all deposits for credit to the Custody Account will include the Mid Atlantic Account Number and be delivered to:

via Wire Transfers (Fed Wire or ACH)	via Check (US Postal)	via Check (Overnight)
Depository Name: <b>Huntington Bank</b> ABA Number: <b>044000024 (Fed Wire) or 041215032 (ACH)</b> Account Number: <b>01100176493</b> Account Name: <b>Mid Atlantic Trust Company</b> OBI: <b>467196</b> Further Credit To: <u>          MONTGOMERY TOWNSHIP 401(a) MONEY PURCHASE PLAN          </u>	<b>Mid Atlantic Trust Company</b> <b>P.O. Box 23428</b> <b>Pittsburgh, PA 15222</b>	<b>Mid Atlantic Trust Company</b> <b>Attn: Accounting</b> <b>1251 Waterfront Place</b> <b>Suite 525</b> <b>Pittsburgh, PA 15222-4235</b>

(c) The Company, as duly authorized representative of the depository account(s) entered below (the “Company Accounts”), hereby authorizes the Custodian to initiate debit entries from the Company Accounts to credit the Cash Account based on instructions from the Company or the persons authorized by the Company in writing to provide such instructions (“Authorized Persons”). The Company acknowledges that the ACH transactions to the Company Accounts must comply with the provisions of U.S. law. Furthermore, the Company shall indemnify the Custodian, MACC and its affiliate and parent companies from and against any and all claims, demands, losses, liabilities, or expenses, including attorneys’ fees and costs that result directly or indirectly from the debiting or crediting of the entry to or from the Company Accounts that result directly or indirectly from any act or omission by either the Custodian or MACC excepting willful misconduct or gross negligence. This authorization is to remain in force and effect until the Custodian has received written notification from the Company of termination of the authorization in such time and in such manner as to afford the Custodian and agents a reasonable opportunity to act on it and the Custodian has notified the Company in writing that such authorization has been terminated.

ACH Pull Instructions		
Depository Name	City	State
ABA Routing Number	Account Number	Account Type
		<b>Checking</b>

**ARTICLE II: INVESTMENT OF THE CUSTODY ACCOUNT**

II.1 The Custodian shall invest and reinvest the principal and income of the Custody Account pursuant to the written, telephonic or computer-generated direction of the Company or Authorized Persons, and keep the same invested without distinction between principal and income. The Custodian shall not be responsible for nor make any determination regarding the prudence of such investment or reinvestment.

II.2 The Company and Trustee hereby authorize and direct the Custodian, acting as agent for the Plan, to utilize the Custodian’s margin agreement and margin account with National Financial Services, LLC (“NFS”) or any successor (the “Margin Arrangement”) for the limited purpose of processing any exchange traded funds and/or exchange traded notes (collectively, exchange traded products (“ETPs”)) transactions. The Company and Trustee understand that Custodian will use the Margin Arrangement to make available to the Plan on trade date plus one (T+1) funds equal to settlement proceeds that the Custodian reasonably expects to receive upon final settlement of ETP transactions. The Company and Trustee further understand that Custodian will not charge to the Plan any additional fees or pass through any expenses that Custodian may incur as a result of the Margin Arrangement with NFS.

At the Company or Trustee’s request, Custodian will provide additional disclosures to the Company or Trustee that NFS provides to Custodian related to the Margin Arrangement.

II.3 Subject to Article II.1, the Custodian shall have the following powers in addition to the powers customarily vested in a Custodian by law and in no way in derogation thereof:

- (a) With any cash at any time held by it, to purchase or subscribe for any Authorized Investment (as defined in Article II.3) through any broker-dealer the Custodian may select, including any broker-dealer affiliated with the Custodian, and to retain such Authorized Investment in trust;
- (b) To sell for cash or on credit, convert, redeem, exchange for another Authorized Investment, or otherwise dispose of any Authorized Investment at any time held by it;
- (c) To purchase Authorized Investments at a premium or discount;
- (d) To employ suitable agents, actuaries, accountants and counsel and to pay their reasonable expenses and compensation with the notification and approval of the Company;
- (e) To hold any investment in the Custody Account in a securities depository, clearing corporation, federal book-entries security account, sub-custodian, brokerage account, or other third party facility deemed prudent by the Custodian;
- (f) To cause any investment in the Custody Account to be registered in, or transferred into, its name as Custodian or the name of its nominee or nominees or to retain them unregistered or in form permitting transfer by delivery (except that, with the transfer by the Custodian, fractional shares of non-mutual fund investments will instead be liquidated and resulting cash will be delivered), but the books and records of the Custodian shall at all times show that all such investments are part of the Custody Account;
- (g) To invest all or any part of the Custody Account in one or more common trust or collective investment funds maintained by the Custodian or its affiliates (within the meaning of Section 1504 of the Internal Revenue Code), provided any such collective instrument fund is maintained exclusively for the investment of tax-qualified retirement plan assets, but only if the trustee of any common trust or collective investment fund has acknowledged in the fund's governing instrument that it is a fiduciary with respect to any plan the assets of which are invested thereunder. Notwithstanding any other provisions of this Agreement, in the event that participation in any such fund shall occur, the assets so invested shall be subject to all the provisions of the common trust or collective investment fund plan. To the extent required by law, regulation, or revenue ruling, the plan provisions of any common trust or collective investment fund in which participation occurs are hereby expressly incorporated by reference and shall be part of this Agreement;
- (h) The Company instructs the Custodian to vote all shareholder proxies with management unless otherwise directed in writing by the Company; and
- (i) To do all acts which it may deem necessary or proper and to exercise any and all powers of the Custodian under this Agreement upon such terms and conditions which it may deem are for the best interests of the Custody Account.
- II.4 "Authorized Investment" as used in this Article II shall mean bonds, debentures, notes, or other evidences of indebtedness, stocks (regardless of class), or other evidences of ownership in any corporation, registered mutual fund, common or collective trust fund, pooled investment fund, investment company, association, or business trust.
- II.5 Custodian shall have no obligation to determine the fair market value of any assets which are not listed on any national securities exchange or for which the fair market value is not readily available and which the Custodian has been directed to acquire for the Custody Account, notwithstanding that Custodian's compensation may be determined in whole or in part by such value. With respect to any such asset, Custodian may use the cost of such asset as its fair market value until otherwise instructed.
- II.6 The Trustee will verify each investment is an Authorized Investment, and will have read the prospectus for the investment before the Trustee or authorized agents submit an instruction relating to the investment.
- II.7 Custodian shall have all income or capital gains distributions reinvested back into the distributing investment whenever possible unless instructed otherwise by the Company or its agents.
- II.8 Custodian is an authorized Custodian of Dimensional Fund Advisors ("DFA") funds. Any assets of DFA funds will be titled to Custodian as master custodian of the account. Custodian will perform sub-accounting of the master position pursuant to the terms of its sub-administration services agreement with DFA. Participation by the Custody Account in this omnibus account is subject to DFA approval. In the event the Custody Account invests in DFA funds, both the Investment Manager as well as the Primary Agent must be on DFA's approved vendor list. The Investment Manager and Primary Agent must also agree to provide the Custodian with information as needed to fulfill the requirements of the Custodian's sub-administration agreement with DFA. Failure to do so may result in termination of the Custody Account's DFA trading privileges by the Custodian and/or DFA.
- II.9 Custodian offers a series of collective funds for use in the Custody Account. The Custody Account may elect to invest in these funds. Participation in the funds is governed by a trust, a copy of which is available on request from the Custodian. The Custodian will retain a portion of the fee, disclosed in the fact sheets, from the fund for the trustee and administrative management services to the fund. A portion of the fee will be paid to an SEC registered Investment Advisor, for investment advisory services. For some funds, this may be Mid Atlantic Financial Management, Inc. ("MAFM"), an SEC registered Investment Advisor and affiliate of Custodian under common ownership. Clearing, execution, and custody for the funds will be performed through MACC, an NASD Registered Broker/Dealer, and affiliate of MAFM and Custodian. Also, from the trustee and administrative management services fees retained by the Custodian, up to .10% (10 basis points) on invested assets in the funds may be paid from

the fund to the Primary Agent to offset Plan expenses. Said fees are outlined in the fund fact sheets, a copy of which the Trustee will review before investing in the funds. The Trustee understands that all fees listed in this paragraph will have an effect on the overall performance of the funds. The Trustee also understands that the trade execution date for an individual fund purchase or sale greater than fifty thousand dollars (\$50,000.00) may be delayed by one day, unless the Custodian is notified in advance of the transaction prior to 12:00 PM EST on the day of such purchase or sale.

#### ARTICLE III: ACCOUNTS TO BE KEPT AND RENDERED

III.1 The Custodian shall keep accurate and detailed accounts of all investments, receipts and disbursements and other transactions hereunder, including such specific records as shall be required by law and such additional records as may be agreed upon in writing between the Trustee, Company and Custodian. All accounts, books and records relating thereto shall be open to inspection and audit by any person or persons designated by the Company or Trustee at all reasonable times.

III.2 Within forty-five (45) days following the close of each year of the Plan and within forty-five (45) days after the effective date of the Custodian's removal or resignation, the Custodian shall file with the Company a written account, setting forth all investments, receipts and disbursements, and other transactions effected by it during such year of the Plan, or during the period from the close of the last preceding year of the Plan to the date of such removal or resignation, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales, and showing all cash, securities and other property held at the end of such year by the Plan or as of the date of the Custodian's removal or resignation, as the case may be. The Custodian shall include in such report a valuation of the Custody Account. Custodian shall also provide periodic statements to the Company itemizing all securities transactions effected during such period in lieu of Custodian's obligation under federal law to provide written confirmation of each security transaction affected on behalf of the Plan. Neither the Company, Trustee, nor any other person shall have the right to demand or to be entitled to any further or different accounting by the Custodian, except as may be required by statute or by regulations published by federal government agencies with respect to reporting and disclosure.

III.3 Upon the expiration of the 60th day following the annual or, in the case of a termination, final statement produced by the Custodian, the Custodian and its affiliate and parent companies shall be forever released and discharged from any liability or accountability to anyone as respect to the propriety of its acts or transactions shown in such account, except with respect to any acts or transactions as to which the Trustee or the Company shall set forth in a written statement claiming negligence or willful misconduct or lack of good faith on the part of the Custodian, which too is delivered to the Custodian on or before the 60th day following the annual or final statement produced by the Custodian.

III.4 The Trustee, the Company and the Primary Contact have the opportunity to receive daily balances and activity of the Custody Account online rather than in account statements that would be mailed on a periodic basis. Asset balances and activity of the Custody Account are made available via a password-protected Website maintained by the Custodian or its agents (currently <http://secure.macg.com>), and the Trustee, the Company and Primary Contact are subject to the Terms and Conditions for such Website, which are posted on the Website. The Trustee, the Company or Primary Contact must contact the Custodian in writing if it does not wish to receive these statements electronically. The Plan consents to receiving all Custody Account information online rather than via mail delivery of periodic account statements. The Plan may revoke its consent to receive Custody Account information electronically at any time, by providing a written request to the Custodian.

III.5 The Custodian shall deliver or make available all Custody Account information to the Primary Contact designated in Article I.2 of this agreement

#### ARTICLE IV: THE CUSTODIAN

IV.1 The Custodian accepts the Custody Account hereby created and agrees to perform the duties hereby required by it, subject however, to the following conditions:

(a) The Custodian, and its affiliate and parent companies, shall incur no liability to anyone for any action taken pursuant to a direction, request or approval given by any employee, agent or representative of the Company, the Trustee, the Primary Agent, the Committee, any Investment Manager, or any other party to whom authority to give such direction, request or approval is delegated under the Plan, who are duly authorized pursuant to a valid and binding resolution or other written instruction to execute or issue such direction, request or approval on behalf of the Company, the Trustee, the Primary Agent, the Committee or Investment Manager, as appropriate, and Custodian shall be entitled to rely upon the genuineness of such resolution or other writing in the absence of manifest error. Such directions may include, but not be limited to: cash disbursement directions, transfers between accounts, fee deductions, trade instructions, deposit information, plan registration changes, and any other instructions needed to service the Custody Account.

(b) The Custodian shall receive as compensation for its services such amounts as may be agreed upon at the time of execution of this Agreement. The Company acknowledges that all fees have been reviewed with the Primary Agent and such fees are subject to change at any time. A comprehensive disclosure of fees will be provided electronically to the Primary Contact upon establishment of the investment accounts. A copy of that disclosure can be requested from the Custodian at any time. Should the Primary Contact not be the Responsible Plan Fiduciary (RPF), as defined under the Regulation, then the Primary Contact shall forward the disclosure to the RPF and notify the Custodian of the appropriate RPF accordingly. In addition, the Custodian may retain as additional fees any credit earnings or interest on the cash in the Trust Account awaiting investment or disbursement. All invoices for payment of the Custodian's services will be submitted to the Primary Agent from whom a copy may be obtained. The Primary Agent will be responsible for remitting all payments to the Custodian. Except as otherwise provided herein, Custodian's

compensation and any other proper expense of the Custodian for the Trust Account including all real and personal property taxes, income taxes, transfer taxes, and other taxes of any and all kinds whatsoever may be paid from the Trust Account unless paid by the Company, provided, however, that the Custodian shall be authorized, but not obligated, to charge such compensation and expenses against the Trust Account if any such charges are not paid by the Primary Agent within 60 days.

(c) The Custodian and its affiliate and parent companies shall be indemnified and held harmless by the Company against any actions, claims demands, losses, damage or expenses of any kind (including attorney’s fees), or liabilities (referred to collectively as “Claims”) which it or any of its Authorized Persons, employees, nominees, or affiliated organizations may at any time sustain or incur hereunder to the extent such Claims arise out of the events occurring by reason of Custodian having acted pursuant to any direction, consent, request, or other paper or document it believed to be genuine.

IV.2 The Custodian may resign at any time by giving written notice to the Company at least sixty (60) days prior to the resignation date. The Company may terminate the Custodian at any time by giving written notice to the Custodian at least sixty (60) days’ prior to the termination date. The above notwithstanding, resignation or termination may be made at any time upon mutual consent of the parties. In the absence of such notice, the Company’s liquidation of assets within the Trust Account and/or transfer of assets of the Trust Account to a successor custodian shall be deemed termination of the Trust Account. Upon the effective date of such resignation or termination, the Custodian shall deliver the Trust Account to the successor custodian, subject to reimbursement by the Trust Account, unless the Company elects to reimburse the Custodian for all reasonable costs incurred in connection with such transfer. Termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination as contracted in Article VI of this Agreement, including the provisions regarding arbitration, all of which shall survive any expiration or termination of this Agreement.

IV.3 In connection with the investment of the Custody Account, Custodian is authorized to purchase and sell securities through any broker-dealer, including any broker-dealer affiliated with the Custodian, and Company hereby acknowledges and agrees to the use of any broker-dealer selected by Custodian, whether affiliated or otherwise. The payment of any reasonable and customary brokerage commissions to such affiliated broker-dealer shall not reduce or otherwise affect the Custodian’s compensation hereunder.

IV.4 The Custody Account is authorized to invest in mutual funds, some or all of which may from time to time have adopted a written plan in accordance with Rule 12b-1 under the Investment Company Act of 1940, as amended (a “12b-1 Plan”), pursuant to which fees are payable to eligible recipients (the “12b-1 Fees”), and some or all of which mutual funds and/or their service providers may also from time to time pay other fees to eligible recipients for the furnishing of shareholder, recordkeeping and other services beyond the scope of the 12b-1 Plans (“Service Fees”). In connection with the Custody Account’s investments in such funds, the funds or their service providers may also make available certain transaction based compensation to eligible recipients, including commissions (the “Commissions”). The 12b-1 Fees, Service Fees and Commissions, in the aggregate, are hereafter referred to as the “Fund Fees.” The Company has determined that it is permissible under applicable law for these Fund Fees to be collected and applied to reduce certain expenses of the Custody Account, such as record keeping expenses.

(a) The Company appoints MACC as broker-dealer of record on behalf of the Custody Account’s assets held with those mutual funds.

**OR**

The Company, by entering information below, elects to use the “Broker of Record” listed below whenever allowed by the mutual funds. The Company understands that 12b-1Fees and Commissions may be paid directly to the Broker of Record by the mutual funds as compensation. In the event the Broker of Record cannot be used by a mutual fund, the Company appoints MACC as broker-dealer of record on behalf of the Custody Account’s assets held with those mutual funds. The Company understands that even when the Broker of Record is listed with a mutual fund, Service Fees may still be available.

Brokerage Firm Name	Branch #	Firm CRD #
Registered Representative Name	Rep #	Rep CRD #

(b) The Company authorizes and directs the Custodian, MACC, or their agents (i) to collect the Fund Fees as may be payable by these mutual funds from time to time as a result of investments or transactions in those investments; (ii) to retain Fund Fees collected as compensation for the processing, servicing and administration costs involved in collecting the Fund Fees at rates stipulated in the Explanation of Mid Atlantic Fees & Services; and (iii) until directed otherwise in writing by the Company, to remit the fees collected per the instructions of the Primary Agent;

(c) When the Custodian or MACC collects any Fund Fees on behalf of the Custody Account, they may appoint suitable agents to assist in the calculation and remittance of Fund Fees at their discretion. The Custodian, MACC, or their agents shall use commercially reasonable efforts to collect the Fund Fees from the funds or such funds’ service providers, however they shall have no liability to the Custody Account or the Primary Agent in the event that such Fund Fees are not actually received by the Custodian or MACC from the funds or such funds’ service providers.

IV.5 Custodian will at all times be subject to the direction of the Company, the Primary Agent, the Committee or any Investment Manager (or any other named fiduciary), as appropriate, and shall not act, nor be under any obligation to act, absent the direction of such fiduciaries. Custodian may rely upon any direction, information or action of any such fiduciary as being proper under the Plan or this Agreement and is not required to inquire into the propriety of any such direction, information or action. The duties and obligations of the Custodian shall be limited to those specified hereunder. Custodian is not a "fiduciary" as that term is defined in Section 3(21) of ERISA. In no event shall Custodian be required or authorized to exercise any powers which would cause Custodian to be deemed to have control over the assets in the Custody Account, or to otherwise be a "fiduciary" under ERISA.

#### **ARTICLE V: AMENDMENTS TO AGREEMENT**

V.1 The provisions of this Agreement may be amended at any time and from time to time upon mutual agreement between the Company, the Trustee, and the Custodian, provided that:

- (a) No amendment shall be effective unless this Agreement, as amended, continues to operate for the exclusive benefit of the participants of the Plan and their respective beneficiaries.
- (b) No amendment shall operate to deprive a Plan participant of any rights or benefits irrevocably vested under the Plan or this Agreement prior to such amendment.
- (c) Each amendment shall be effective when accepted and executed by the Custodian and the Company.

#### **ARTICLE VI: INDEMNIFICATION**

VI.1 The Custodian and its affiliate and parent companies shall be indemnified and held harmless by Company from and against any and all loss, liability or expense to which Custodian may be subject hereunder, including without limitation, any loss, liability or expense arising from any action or failure to act resulting from compliance with instructions from Company, the Primary Agent, the Committee, any Investment Manager, any other fiduciary of the Plan or any employee, agent or representative of any of the foregoing, and including all attorneys' fees and expenses reasonably incurred in its defense, except to the extent that it is judicially determined that any loss, liability or expense is directly attributable to the Custodian's (a) gross negligence or willful misconduct in the performance of its duties hereunder or (b) violation of applicable law.

VI.2 Any dispute under this Agreement between the Company and the Custodian will be resolved by submission of the issue to a member of the American Arbitration Association who is chosen by the Company and the Custodian.

#### **ARTICLE VII: ANTI-MONEY LAUNDERING**

VII.1 Company and Trustee represent that: (a) all evidence or proof of identification provided is genuine and all related information furnished is accurate; (b) they will provide any information deemed necessary by the Custodian in its sole discretion to comply with its anti-money laundering program and related responsibilities from time to time; (c) except for Trustee's duties under the Plan, they are not acting as agent, representative, intermediary/nominee or in any similar capacity for any other person or entity.

#### **ARTICLE VIII: CONFIDENTIALITY**

VIII.1 The parties hereto agree that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or which is made available to the other is referred to herein after as "Confidential Information." Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, Plan participant and beneficiary information, customer information, which includes, but is not limited to, names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer lists, whether received before or after the date hereof. Confidential Information also includes information of any parent, subsidiary or affiliate of Company, Trustee or Custodian, as applicable.

VIII.2 Except as expressly provided below or with the other party's prior written consent, the parties agree to hold all Confidential Information of the other in confidence, that each party will not disclose any Confidential Information of the other to any third party, other than to its own directors, officers, employees, affiliates, agents, regulators, or representatives (collectively, the "Representatives") who have a need to know such information in connection with this Agreement and that it will not use any such Confidential Information for purposes other than in connection with this Agreement. Each party agrees to inform its Representatives of the confidential and valuable nature of the Confidential Information and of its respective obligations under this Agreement. It is understood and agreed that the obligation to protect Confidential Information shall be satisfied if the party receiving such information utilizes the same control (but no less than reasonable) as it employs to avoid disclosure of its own confidential and valuable information and the parties shall have appropriate policies and procedures to:

- (a) Ensure the security and confidentiality of the Confidential Information,
- (b) Protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, and
- (c) Protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to any party or the customers of any party.

VIII.3 Any party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall (a) first notify the relevant party of such request or requirement, or use in defense of a claim, unless such notice is prohibited by statute, rule or court order, (b) attempt to obtain such party's consent to such disclosure within a reasonable amount of time prior to such disclosure, and (c) in the event consent is not given, to agree to permit a motion to quash, or other similar procedural step, to frustrate the production or publication of information. Nothing herein shall require any party to fail to honor a subpoena, court or administrative order, or any similar binding requirement on a timely basis.

VIII.4 With the exception of the parties' customer information and Plan participant and beneficiary information, which shall be protected in all circumstances, it is understood and agreed that no information shall be within the protection of this Agreement where such information:

- (a) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed;
- (b) is released by the originating party to anyone without restriction;
- (c) is rightly obtained from third parties, who, to the best of a party's knowledge, are not under an obligation of confidentiality;
- (d) was known prior to its disclosure to the receiving party without any obligation to keep it confidential as evidenced by tangible records kept by the receiving party in the ordinary course of business; or
- (e) is independently developed by the receiving party without reference to the originating party's Confidential Information.

ARTICLE IX: MISCELLANEOUS PROVISIONS

IX.1 Except as provided hereunder, in no circumstances, whether upon amendment or termination of this Agreement, or otherwise, shall any part of the Custody Account be used for or diverted to any purposes other than the exclusive benefit of Plan participants or their beneficiaries.

IX.2 Upon any change in the Trustee, the Primary Agent, the Committee, or any Investment Manager, the Company shall advise the Custodian in writing thereof, and the Custodian shall be fully protected in assuming that there has been no change until so advised by Company.

IX.3 This Agreement shall be binding on any and all successors to the Custodian, the Trustee and the Company.

IX.4 This Agreement shall be construed, enforced and regulated under federal law and to the extent (if any) not preempted thereby, under the laws of the Commonwealth of Pennsylvania.

IX.5 The Company certifies that each person providing a signature below is executing the Agreement on behalf of the Plan and has the authority under the Plan's governing instruments to so execute the Agreement, and that execution of this Agreement has been duly authorized in accordance with the governing instruments of the plan and does not violate any agreement with, or require the approval of, any other person.

IX.6 The Company certifies that each person providing a signature below has the authority to enter into various agreements, open depository and investment accounts, appoint third parties to perform as agent for the Company and the Plan from whom instructions, whether written or oral, may be accepted, and to perform any other function necessary as it relates to the establishment or maintenance of retirement services on behalf of the Company, the Plan, and the Custody Account.

IN WITNESS WHEREOF, the Company and the Custodian have caused this Agreement to be executed and attested as of the day and year first above written.

By: SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM NAME: Montgomery Township

By: SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Mid Atlantic Trust Company

**PRIVACY NOTICE**  
*For*  
**Mid Atlantic Trust Company ("MATC")**

**Your Privacy Is Important To Us**

This notice sets out the privacy policies of MATC. We are committed to maintaining the confidentiality, integrity and security of your personal information. When you provide us with personal information, we want you to be aware of our policies to protect the confidentiality of that information.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, birth date, assets and income;
- Information about your transactions with MATC or others, such as your account size, payment history, parties to transactions, and trading frequency; and
- Information we receive from consumer reporting agencies, such as your creditworthiness and credit history.

The law permits MATC to share certain kinds of information with third parties in certain circumstances. For example, we may disclose nonpublic personal information about you to third parties to assist us in servicing your account. **We do not disclose any nonpublic personal information about our customers or former customers to anyone else except as permitted by law.**

We restrict access to nonpublic personal information about you to our employees with a legitimate business need for the information. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.



# Supplemental Account Information

## I. Account Information

Account Name (the "Plan")			Tax ID Number
MONTGOMERY TOWNSHIP 401(a) MONEY PURCHASE PLAN			23-6005687
Governing Agreement (the "Agreement")			Mid Atlantic Account Number (bin)
Custodial Agreement (ERISA)			467196
Social Code	Year End	Approximate Asset Value	Number of Participants
13 - Pension Plan	12/31	\$5,305,370.28	89

## II. Employer Information

Sponsor (the "Company")			
Montgomery Township			
Primary Contact		Authorized for ACH Pulls	Contact Title
Ann Shade		No	Human Resources
Street Address		Phone Number	Fax Number
1001 Stump Road			
City	State	Zip Code	Primary E-Mail Address (REQUIRED)
Montgomeryville	PA	19446	ashade@montgomerytwp.org

## III. Financial Consultant Information (may be broker or advisor)

Would you like Mid Atlantic Trust company to grant the following consultant view only access to our website?  Yes  No

Financial Consultant Name (REQUIRED)		Firm	
Thomas J. Schatzman		MORGAN STANLEY	
Email Address	Phone Number	Fax Number	
THOMAS.J.SCHATZMAN@MSGRAYSTONE.COM	610-478-4500	610-374-7775	
Street Address	City	State	Zip
1350 BROADCASTING RD.	WYOMISSING	PA	19410

## IV. TPA/Record Keeper Information

"Primary Agent" Name (REQUIRED)	MATC Agent ID (z-number)
Benefit Consultants Group	z027

## V. Authorization for Direct Payments (Optional)

Depository Name		Branch	City	State
Allow Debits	Type	Routing Number	Account Number	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings			

## VI. Investment Options

Pricing Selection (For ROA & LOI values must be provided w/ fund selections)	Reinvestment Option
NAV Commissionable (NAV7)	<input checked="" type="checkbox"/> Dividends, STGCs, & LTGCs are reinvested

**VII. Broker of Record for Mutual Funds**

**Selection of Broker**

We elect to use Mid Atlantic Capital Corporation ("MACC") as broker of record and authorize MACC to collect Fund Fees.

OR

We elect to use the following broker and acknowledge that if, for any reason, the broker listed below cannot be used on an Account investment elective, MACC may be listed as broker of record and the terms set forth above will apply.

Brokerage Firm Name		Firm CRD #	Street Address			
MORGAN STANLEY			1350 BROADCASTING RD.			
Rep Name	Rep #	Branch #	Rep CRD #	City	State	Zip
THOMAS SCHATZMAN	716-066	716	2259053	WYOMISSING	PA	19610

**VIII. Account Verification**

Verification of Sponsor (at least one) (note for non-ERISA plans, only the Articles of Incorporation, Articles of Organization, or By laws are acceptable)

- Articles of Incorporation   
  Articles of Organization   
  By Law   
  IRS Determination Letter (referencing the plan)  
 Driver License of Plan Sponsor   
  Signed 5500 Form

Verification of Plan

- Plan Document   
  Plan Adoption Agreement (Master Plan Doc may be required)

**IX. Mid Atlantic Review & Acceptance (Internal Use Only)**

Documents	Reviewed	Action	Complete	Action	Complete
Application		Cash Account Setup		OFAC Checked	
Agreement		Contacts Setup		MATC Account Rep	
Verif. Of Signers		User IDs Setup			
Verif. Of Sponsor		ACH Auth. Setup		Account Rep Approval	Date
Verif. Of Plan		B-50s Delivered to STN			
12b-1 Agreement		NFS/MACC Account Setup		Trust Officer Acceptance	Date
Other Agreements		Documents Scanned			



330 South Poplar, Suite 103  
Pierre, SD 57501

# Custodial Agreement (ERISA)

This Custodial Agreement (the "Agreement"), is made on \_\_\_\_\_, by and among MONTGOMERY TOWNSHIP (the "Company"), the undersigned trustee (the "Trustee") and Mid Atlantic Trust Company, a South Dakota registered non-depository trust company (the "Custodian").

### WITNESSETH

WHEREAS, Company maintains the MONTGOMERY TOWNSHIP 457(b) DEFERRED COMPENSATION PLAN (the "Plan") registered with the Internal Revenue Service under the tax Identification number of 23-6005687, for the benefit of its eligible employees; and

WHEREAS, pursuant to the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Plan provides that the assets of the Plan shall be held in trust (the "Trust") for the exclusive purpose of providing benefits to Plan participants and their beneficiaries; and

WHEREAS, the Plan delegates to the Trustee the primary duty and responsibility to administer, manage and control the assets of the Trust; and

WHEREAS, the Plan authorizes the Trustee to appoint a custodian to hold and maintain all or any part of the assets of the Trust; and

WHEREAS, Company has retained Benefit Consultants Group (the "Primary Agent") to act as the record keeper and / or administrator of the Plan.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions set forth below, the Company and Custodian agree as follows:

### ARTICLE I: ESTABLISHMENT OF THE CUSTODY ACCOUNT

I.1 The Company hereby establishes with the Custodian a custody account (the "Custody Account") consisting of such sums of money, qualifying employer securities, or other property acceptable to the Custodian as shall from time to time be paid or delivered to the Custodian by the Trustee under the Plan, and earnings, profits, increments, additions and appreciation thereto and thereon as may accrue from time to time. All such sums of money, all investments made therewith or proceeds thereof, and all earnings, profits, increments, appreciation and additions thereto and thereon, less any payments and disbursements which shall have been made by the Custodian, as authorized herein, shall constitute the assets of the Trust (the "Trust Account"). All contributions shall be discretionary and unencumbered. In kind contributions of qualifying employer securities are subject to the requirements of ERISA Section 407.

I.2 The Custodian is instructed that the individual entered below is the "Primary Contact" for the Plan. The Custodian shall have satisfied any delivery or notification requirements in the Agreement by supplying such information to the Primary Contact. The Plan may change the Primary Contact at any time by providing written notification to the Custodian.

Primary Contact Information	
Name: <u>Ann Shade</u>	Phone: <u>215-393-6900</u>
Address: <u>1001 Stump Road</u> <u>Montgomeryville, PA 19446</u>	Fax: <u>215-855-6656</u>
	Email: <u>ashade@montgomerytwp</u>

I.3 The Custodian shall not be responsible for the collection of any funds required by the Plan to be paid by the Company or Trustee to the Custodian.

I.4 The Custodian shall have the authority hereunder:

(a) To hold and administer the Custody Account pursuant to the direction of the Trustee, the Primary Agent, any administrative committee created to administer the Plan (the "Committee") or any Investment Manager as defined in Section 3(38) of ERISA; and

(b) From time to time, on the written direction of the Trustee, the Primary Agent, the Committee, or any of their authorized agents or representatives, to make disbursements from the Custody Account to such persons, in such manner and amounts, and for such purposes, as may be specified in such direction. The Custodian shall not be responsible to ascertain whether such direction complies with the terms of the Plan nor be held otherwise liable for any disbursement made by it pursuant to such direction.

I.5 The Custodian is authorized to establish a cash settlement account (the "Cash Account") for the benefit of the Plan at Mid Atlantic Capital Corporation ("MACC"), a FINRA member and registered broker-dealer and affiliate of Custodian under common ownership. The Custodian will

deposit or cause to be deposited Plan contributions, income and proceeds from sales and redemptions of Plan assets to the Cash Account from time to time as necessary to fund settlement of investment purchases and authorized disbursements. The Custodian is authorized to agree to terms with MACC under Article II.3 of this Agreement.

(a) The Custodian, MACC and/or their agents may receive credit earnings or interest on the cash in the Plan's account awaiting investment or disbursement, which credit earnings or interest may be retained as additional compensation. Any such cash balances are available to the Plan on demand. More precise information regarding policies for cash "float" are available upon request by the Company, and at <http://secure.macg.com> under "Terms and Conditions." The Company has read and understands such policies. The Company acknowledges that additional information regarding these policies is available upon request to the Custodian.

(b) Until notified by the Custodian in writing, all deposits for credit to the Custody Account will include the Mid Atlantic Account Number and be delivered to:

via Wire Transfers (Fed Wire or ACH)	via Check (US Postal)	via Check (Overnight)
Depository Name: <b>Huntington Bank</b> ABA Number: <b>044000024 (Fed Wire) or 041215032 (ACH)</b> Account Number: <b>01100176493</b> Account Name: <b>Mid Atlantic Trust Company</b> OBI: Further Credit To: <u>MONTGOMERY TOWNSHIP 457(b) DEFERRED COMPENSATION PLAN</u>	<b>Mid Atlantic Trust Company</b> <b>P.O. Box 23428</b> <b>Pittsburgh, PA 15222</b>	<b>Mid Atlantic Trust Company</b> <b>Attn: Accounting</b> <b>1251 Waterfront Place</b> <b>Suite 525</b> <b>Pittsburgh, PA 15222-4235</b>

(c) The Company, as duly authorized representative of the depository account(s) entered below (the "Company Accounts"), hereby authorizes the Custodian to initiate debit entries from the Company Accounts to credit the Cash Account based on instructions from the Company or the persons authorized by the Company in writing to provide such instructions ("Authorized Persons"). The Company acknowledges that the ACH transactions to the Company Accounts must comply with the provisions of U.S. law. Furthermore, the Company shall indemnify the Custodian, MACC and its affiliate and parent companies from and against any and all claims, demands, losses, liabilities, or expenses, including attorneys' fees and costs that result directly or indirectly from the debiting or crediting of the entry to or from the Company Accounts that result directly or indirectly from any act or omission by either the Custodian or MACC excepting willful misconduct or gross negligence. This authorization is to remain in force and effect until the Custodian has received written notification from the Company of termination of the authorization in such time and in such manner as to afford the Custodian and agents a reasonable opportunity to act on it and the Custodian has notified the Company in writing that such authorization has been terminated.

ACH Bill Instructions		
Depository Name	City	State
ABA Routing Number	Account Number	Account Type
		<b>Checking</b>

**ARTICLE II: INVESTMENT OF THE CUSTODY ACCOUNT**

II.1 The Custodian shall invest and reinvest the principal and income of the Custody Account pursuant to the written, telephonic or computer-generated direction of the Company or Authorized Persons, and keep the same invested without distinction between principal and income. The Custodian shall not be responsible for nor make any determination regarding the prudence of such investment or reinvestment.

II.2 The Company and Trustee hereby authorize and direct the Custodian, acting as agent for the Plan, to utilize the Custodian's margin agreement and margin account with National Financial Services, LLC ("NFS") or any successor (the "Margin Arrangement") for the limited purpose of processing any exchange traded funds and/or exchange traded notes (collectively, exchange traded products ("ETPs")) transactions. The Company and Trustee understand that Custodian will use the Margin Arrangement to make available to the Plan on trade date plus one (T+1) funds equal to settlement proceeds that the Custodian reasonably expects to receive upon final settlement of ETP transactions. The Company and Trustee further understand that Custodian will not charge to the Plan any additional fees or pass through any expenses that Custodian may incur as a result of the Margin Arrangement with NFS.

At the Company or Trustee's request, Custodian will provide additional disclosures to the Company or Trustee that NFS provides to Custodian related to the Margin Arrangement.

II.3 Subject to Article II.1, the Custodian shall have the following powers in addition to the powers customarily vested in a Custodian by law and in no way in derogation thereof:

- (a) With any cash at any time held by it, to purchase or subscribe for any Authorized Investment (as defined in Article II.3) through any broker-dealer the Custodian may select, including any broker-dealer affiliated with the Custodian, and to retain such Authorized Investment in trust;
- (b) To sell for cash or on credit, convert, redeem, exchange for another Authorized Investment, or otherwise dispose of any Authorized Investment at any time held by it;
- (c) To purchase Authorized Investments at a premium or discount;
- (d) To employ suitable agents, actuaries, accountants and counsel and to pay their reasonable expenses and compensation with the notification and approval of the Company;
- (e) To hold any investment in the Custody Account in a securities depository, clearing corporation, federal book-entries security account, sub-custodian, brokerage account, or other third party facility deemed prudent by the Custodian;
- (f) To cause any investment in the Custody Account to be registered in, or transferred into, its name as Custodian or the name of its nominee or nominees or to retain them unregistered or in form permitting transfer by delivery (except that, with the transfer by the Custodian, fractional shares of non-mutual fund investments will instead be liquidated and resulting cash will be delivered), but the books and records of the Custodian shall at all times show that all such investments are part of the Custody Account;
- (g) To invest all or any part of the Custody Account in one or more common trust or collective investment funds maintained by the Custodian or its affiliates (within the meaning of Section 1504 of the Internal Revenue Code), provided any such collective instrument fund is maintained exclusively for the investment of tax-qualified retirement plan assets, but only if the trustee of any common trust or collective investment fund has acknowledged in the fund's governing instrument that it is a fiduciary with respect to any plan the assets of which are invested thereunder. Notwithstanding any other provisions of this Agreement, in the event that participation in any such fund shall occur, the assets so invested shall be subject to all the provisions of the common trust or collective investment fund plan. To the extent required by law, regulation, or revenue ruling, the plan provisions of any common trust or collective investment fund in which participation occurs are hereby expressly incorporated by reference and shall be part of this Agreement;
- (h) The Company instructs the Custodian to vote all shareholder proxies with management unless otherwise directed in writing by the Company; and
- (i) To do all acts which it may deem necessary or proper and to exercise any and all powers of the Custodian under this Agreement upon such terms and conditions which it may deem are for the best interests of the Custody Account.
- II.4 "Authorized investment" as used in this Article II shall mean bonds, debentures, notes, or other evidences of indebtedness, stocks (regardless of class), or other evidences of ownership in any corporation, registered mutual fund, common or collective trust fund, pooled investment fund, investment company, association, or business trust.
- II.5 Custodian shall have no obligation to determine the fair market value of any assets which are not listed on any national securities exchange or for which the fair market value is not readily available and which the Custodian has been directed to acquire for the Custody Account, notwithstanding that Custodian's compensation may be determined in whole or in part by such value. With respect to any such asset, Custodian may use the cost of such asset as its fair market value until otherwise instructed.
- II.6 The Trustee will verify each investment is an Authorized Investment, and will have read the prospectus for the investment before the Trustee or authorized agents submit an instruction relating to the investment.
- II.7 Custodian shall have all income or capital gains distributions reinvested back into the distributing investment whenever possible unless instructed otherwise by the Company or its agents.
- II.8 Custodian is an authorized Custodian of Dimensional Fund Advisors ("DFA") funds. Any assets of DFA funds will be titled to Custodian as master custodian of the account. Custodian will perform sub-accounting of the master position pursuant to the terms of its sub-administration services agreement with DFA. Participation by the Custody Account in this omnibus account is subject to DFA approval. In the event the Custody Account invests in DFA funds, both the Investment Manager as well as the Primary Agent must be on DFA's approved vendor list. The Investment Manager and Primary Agent must also agree to provide the Custodian with information as needed to fulfill the requirements of the Custodian's sub-administration agreement with DFA. Failure to do so may result in termination of the Custody Account's DFA trading privileges by the Custodian and/or DFA.
- II.9 Custodian offers a series of collective funds for use in the Custody Account. The Custody Account may elect to invest in these funds. Participation in the funds is governed by a trust, a copy of which is available on request from the Custodian. The Custodian will retain a portion of the fee, disclosed in the fact sheets, from the fund for the trustee and administrative management services to the fund. A portion of the fee will be paid to an SEC registered Investment Advisor, for investment advisory services. For some funds, this may be Mid Atlantic Financial Management, Inc. ("MAFM"), an SEC registered Investment Advisor and affiliate of Custodian under common ownership. Clearing, execution, and custody for the funds will be performed through MACC, an NASD Registered Broker/Dealer, and affiliate of MAFM and Custodian. Also, from the trustee and administrative management services fees retained by the Custodian, up to .10% (10 basis points) on invested assets in the funds may be paid from

the fund to the Primary Agent to offset Plan expenses. Said fees are outlined in the fund fact sheets, a copy of which the Trustee will review before investing in the funds. The Trustee understands that all fees listed in this paragraph will have an effect on the overall performance of the funds. The Trustee also understands that the trade execution date for an individual fund purchase or sale greater than fifty thousand dollars (\$50,000.00) may be delayed by one day, unless the Custodian is notified in advance of the transaction prior to 12:00 PM EST on the day of such purchase or sale.

#### ARTICLE III: ACCOUNTS TO BE KEPT AND RENDERED

- III.1 The Custodian shall keep accurate and detailed accounts of all investments, receipts and disbursements and other transactions hereunder, including such specific records as shall be required by law and such additional records as may be agreed upon in writing between the Trustee, Company and Custodian. All accounts, books and records relating thereto shall be open to inspection and audit by any person or persons designated by the Company or Trustee at all reasonable times.
- III.2 Within forty-five (45) days following the close of each year of the Plan and within forty-five (45) days after the effective date of the Custodian's removal or resignation, the Custodian shall file with the Company a written account, setting forth all investments, receipts and disbursements, and other transactions effected by it during such year of the Plan, or during the period from the close of the last preceding year of the Plan to the date of such removal or resignation, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales, and showing all cash, securities and other property held at the end of such year by the Plan or as of the date of the Custodian's removal or resignation, as the case may be. The Custodian shall include in such report a valuation of the Custody Account. Custodian shall also provide periodic statements to the Company itemizing all securities transactions effected during such period in lieu of Custodian's obligation under federal law to provide written confirmation of each security transaction affected on behalf of the Plan. Neither the Company, Trustee, nor any other person shall have the right to demand or to be entitled to any further or different accounting by the Custodian, except as may be required by statute or by regulations published by federal government agencies with respect to reporting and disclosure.
- III.3 Upon the expiration of the 60th day following the annual or, in the case of a termination, final statement produced by the Custodian, the Custodian and its affiliate and parent companies shall be forever released and discharged from any liability or accountability to anyone as respect to the propriety of its acts or transactions shown in such account, except with respect to any acts or transactions as to which the Trustee or the Company shall set forth in a written statement claiming negligence or willful misconduct or lack of good faith on the part of the Custodian, which too is delivered to the Custodian on or before the 60th day following the annual or final statement produced by the Custodian.
- III.4 The Trustee, the Company and the Primary Contact have the opportunity to receive daily balances and activity of the Custody Account online rather than in account statements that would be mailed on a periodic basis. Asset balances and activity of the Custody Account are made available via a password-protected Website maintained by the Custodian or its agents (currently <http://secure.macg.com>), and the Trustee, the Company and Primary Contact are subject to the Terms and Conditions for such Website, which are posted on the Website. The Trustee, the Company or Primary Contact must contact the Custodian in writing if it does not wish to receive these statements electronically. The Plan consents to receiving all Custody Account information online rather than via mail delivery of periodic account statements. The Plan may revoke its consent to receive Custody Account information electronically at any time, by providing a written request to the Custodian.
- III.5 The Custodian shall deliver or make available all Custody Account information to the Primary Contact designated in Article I.2 of this agreement

#### ARTICLE IV: THE CUSTODIAN

- IV.1 The Custodian accepts the Custody Account hereby created and agrees to perform the duties hereby required by it, subject however, to the following conditions:
- (a) The Custodian, and its affiliate and parent companies, shall incur no liability to anyone for any action taken pursuant to a direction, request or approval given by any employee, agent or representative of the Company, the Trustee, the Primary Agent, the Committee, any Investment Manager, or any other party to whom authority to give such direction, request or approval is delegated under the Plan, who are duly authorized pursuant to a valid and binding resolution or other written instruction to execute or issue such direction, request or approval on behalf of the Company, the Trustee, the Primary Agent, the Committee or Investment Manager, as appropriate, and Custodian shall be entitled to rely upon the genuineness of such resolution or other writing in the absence of manifest error. Such directions may include, but not be limited to: cash disbursement directions, transfers between accounts, fee deductions, trade instructions, deposit information, plan registration changes, and any other instructions needed to service the Custody Account.
- (b) The Custodian shall receive as compensation for its services such amounts as may be agreed upon at the time of execution of this Agreement. The Company acknowledges that all fees have been reviewed with the Primary Agent and such fees are subject to change at any time. A comprehensive disclosure of fees will be provided electronically to the Primary Contact upon establishment of the investment accounts. A copy of that disclosure can be requested from the Custodian at any time. Should the Primary Contact not be the Responsible Plan Fiduciary (RPF), as defined under the Regulation, then the Primary Contact shall forward the disclosure to the RPF and notify the Custodian of the appropriate RPF accordingly. In addition, the Custodian may retain as additional fees any credit earnings or interest on the cash in the Trust Account awaiting investment or disbursement. All invoices for payment of the Custodian's services will be submitted to the Primary Agent from whom a copy may be obtained. The Primary Agent will be responsible for remitting all payments to the Custodian. Except as otherwise provided herein, Custodian's

compensation and any other proper expense of the Custodian for the Trust Account including all real and personal property taxes, income taxes, transfer taxes, and other taxes of any and all kinds whatsoever may be paid from the Trust Account unless paid by the Company, provided, however, that the Custodian shall be authorized, but not obligated, to charge such compensation and expenses against the Trust Account if any such charges are not paid by the Primary Agent within 60 days.

(c) The Custodian and its affiliate and parent companies shall be indemnified and held harmless by the Company against any actions, claims demands, losses, damage or expenses of any kind (including attorney's fees), or liabilities (referred to collectively as "Claims") which it or any of its Authorized Persons, employees, nominees, or affiliated organizations may at any time sustain or incur hereunder to the extent such Claims arise out of the events occurring by reason of Custodian having acted pursuant to any direction, consent, request, or other paper or document it believed to be genuine.

IV.2 The Custodian may resign at any time by giving written notice to the Company at least sixty (60) days prior to the resignation date. The Company may terminate the Custodian at any time by giving written notice to the Custodian at least sixty (60) days' prior to the termination date. The above notwithstanding, resignation or termination may be made at any time upon mutual consent of the parties. In the absence of such notice, the Company's liquidation of assets within the Trust Account and/or transfer of assets of the Trust Account to a successor custodian shall be deemed termination of the Trust Account. Upon the effective date of such resignation or termination, the Custodian shall deliver the Trust Account to the successor custodian, subject to reimbursement by the Trust Account, unless the Company elects to reimburse the Custodian for all reasonable costs incurred in connection with such transfer. Termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination as contracted in Article VI of this Agreement, including the provisions regarding arbitration, all of which shall survive any expiration or termination of this Agreement.

IV.3 In connection with the investment of the Custody Account, Custodian is authorized to purchase and sell securities through any broker-dealer, including any broker-dealer affiliated with the Custodian, and Company hereby acknowledges and agrees to the use of any broker-dealer selected by Custodian, whether affiliated or otherwise. The payment of any reasonable and customary brokerage commissions to such affiliated broker-dealer shall not reduce or otherwise affect the Custodian's compensation hereunder.

IV.4 The Custody Account is authorized to invest in mutual funds, some or all of which may from time to time have adopted a written plan in accordance with Rule 12b-1 under the Investment Company Act of 1940, as amended (a "12b-1 Plan"), pursuant to which fees are payable to eligible recipients (the "12b-1 Fees"), and some or all of which mutual funds and/or their service providers may also from time to time pay other fees to eligible recipients for the furnishing of shareholder, recordkeeping and other services beyond the scope of the 12b-1 Plans ("Service Fees"). In connection with the Custody Account's investments in such funds, the funds or their service providers may also make available certain transaction based compensation to eligible recipients, including commissions (the "Commissions"). The 12b-1 Fees, Service Fees and Commissions, in the aggregate, are hereafter referred to as the "Fund Fees." The Company has determined that it is permissible under applicable law for these Fund Fees to be collected and applied to reduce certain expenses of the Custody Account, such as record keeping expenses.

(a) The Company appoints MACC as broker-dealer of record on behalf of the Custody Account's assets held with those mutual funds.

OR

The Company, by entering information below, elects to use the "Broker of Record" listed below whenever allowed by the mutual funds. The Company understands that 12b-1 Fees and Commissions may be paid directly to the Broker of Record by the mutual funds as compensation. In the event the Broker of Record cannot be used by a mutual fund, the Company appoints MACC as broker-dealer of record on behalf of the Custody Account's assets held with those mutual funds. The Company understands that even when the Broker of Record is listed with a mutual fund, Service Fees may still be available.

Brokerage Firm Name	Branch #	Firm CRD #
Morgan Stanley	716	
Registered Representative Name	Rep #	Rep CRD #
Thomas Schatzman	066	2259053

(b) The Company authorizes and directs the Custodian, MACC, or their agents (i) to collect the Fund Fees as may be payable by these mutual funds from time to time as a result of investments or transactions in those investments; (ii) to retain Fund Fees collected as compensation for the processing, servicing and administration costs involved in collecting the Fund Fees at rates stipulated in the Explanation of Mid Atlantic Fees & Services; and (iii) until directed otherwise in writing by the Company, to remit the fees collected per the instructions of the Primary Agent;

(c) When the Custodian or MACC collects any Fund Fees on behalf of the Custody Account, they may appoint suitable agents to assist in the calculation and remittance of Fund Fees at their discretion. The Custodian, MACC, or their agents shall use commercially reasonable efforts to collect the Fund Fees from the funds or such funds' service providers, however they shall have no liability to the Custody Account or the Primary Agent in the event that such Fund Fees are not actually received by the Custodian or MACC from the funds or such funds' service providers.

IV.5 Custodian will at all times be subject to the direction of the Company, the Primary Agent, the Committee or any Investment Manager (or any other named fiduciary), as appropriate, and shall not act, nor be under any obligation to act, absent the direction of such fiduciaries. Custodian may rely upon any direction, information or action of any such fiduciary as being proper under the Plan or this Agreement and is not required to inquire into the propriety of any such direction, information or action. The duties and obligations of the Custodian shall be limited to those specified hereunder. Custodian is not a "fiduciary" as that term is defined in Section 3(21) of ERISA. In no event shall Custodian be required or authorized to exercise any powers which would cause Custodian to be deemed to have control over the assets in the Custody Account, or to otherwise be a "fiduciary" under ERISA.

#### ARTICLE V: AMENDMENTS TO AGREEMENT

V.1 The provisions of this Agreement may be amended at any time and from time to time upon mutual agreement between the Company, the Trustee, and the Custodian, provided that:

- (a) No amendment shall be effective unless this Agreement, as amended, continues to operate for the exclusive benefit of the participants of the Plan and their respective beneficiaries.
- (b) No amendment shall operate to deprive a Plan participant of any rights or benefits irrevocably vested under the Plan or this Agreement prior to such amendment.
- (c) Each amendment shall be effective when accepted and executed by the Custodian and the Company.

#### ARTICLE VI: INDEMNIFICATION

VI.1 The Custodian and its affiliate and parent companies shall be indemnified and held harmless by Company from and against any and all loss, liability or expense to which Custodian may be subject hereunder, including without limitation, any loss, liability or expense arising from any action or failure to act resulting from compliance with instructions from Company, the Primary Agent, the Committee, any Investment Manager, any other fiduciary of the Plan or any employee, agent or representative of any of the foregoing, and including all attorneys' fees and expenses reasonably incurred in its defense, except to the extent that it is judicially determined that any loss, liability or expense is directly attributable to the Custodian's (a) gross negligence or willful misconduct in the performance of its duties hereunder or (b) violation of applicable law.

VI.2 Any dispute under this Agreement between the Company and the Custodian will be resolved by submission of the issue to a member of the American Arbitration Association who is chosen by the Company and the Custodian.

#### ARTICLE VII: ANTI-MONEY LAUNDERING

VII.1 Company and Trustee represent that: (a) all evidence or proof of identification provided is genuine and all related information furnished is accurate; (b) they will provide any information deemed necessary by the Custodian in its sole discretion to comply with its anti-money laundering program and related responsibilities from time to time; (c) except for Trustee's duties under the Plan, they are not acting as agent, representative, intermediary/nominee or in any similar capacity for any other person or entity.

#### ARTICLE VIII: CONFIDENTIALITY

VIII.1 The parties hereto agree that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or which is made available to the other is referred to herein after as "Confidential Information." Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, Plan participant and beneficiary information, customer information, which includes, but is not limited to, names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer lists, whether received before or after the date hereof. Confidential Information also includes information of any parent, subsidiary or affiliate of Company, Trustee or Custodian, as applicable.

VIII.2 Except as expressly provided below or with the other party's prior written consent, the parties agree to hold all Confidential Information of the other in confidence, that each party will not disclose any Confidential Information of the other to any third party, other than to its own directors, officers, employees, affiliates, agents, regulators, or representatives (collectively, the "Representatives") who have a need to know such information in connection with this Agreement and that it will not use any such Confidential Information for purposes other than in connection with this Agreement. Each party agrees to inform its Representatives of the confidential and valuable nature of the Confidential Information and of its respective obligations under this Agreement. It is understood and agreed that the obligation to protect Confidential Information shall be satisfied if the party receiving such information utilizes the same control (but no less than reasonable) as it employs to avoid disclosure of its own confidential and valuable information and the parties shall have appropriate policies and procedures to:

- (a) Ensure the security and confidentiality of the Confidential Information,
- (b) Protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, and
- (c) Protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to any party or the customers of any party.

VIII.3 Any party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall (a) first notify the relevant party of such request or requirement, or use in defense of a claim, unless such notice is prohibited by statute, rule or court order, (b) attempt to obtain such party's consent to such disclosure within a reasonable amount of time prior to such disclosure, and (c) in the event consent is not given, to agree to permit a motion to quash, or other similar procedural step, to frustrate the production or publication of information. Nothing herein shall require any party to fail to honor a subpoena, court or administrative order, or any similar binding requirement on a timely basis.

VIII.4 With the exception of the parties' customer information and Plan participant and beneficiary information, which shall be protected in all circumstances, it is understood and agreed that no information shall be within the protection of this Agreement where such information:

- (a) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed;
- (b) is released by the originating party to anyone without restriction;
- (c) is rightly obtained from third parties, who, to the best of a party's knowledge, are not under an obligation of confidentiality;
- (d) was known prior to its disclosure to the receiving party without any obligation to keep it confidential as evidenced by tangible records kept by the receiving party in the ordinary course of business; or
- (e) is independently developed by the receiving party without reference to the originating party's Confidential Information.

**ARTICLE IX: MISCELLANEOUS PROVISIONS**

IX.1 Except as provided hereunder, in no circumstances, whether upon amendment or termination of this Agreement, or otherwise, shall any part of the Custody Account be used for or diverted to any purposes other than the exclusive benefit of Plan participants or their beneficiaries.

IX.2 Upon any change in the Trustee, the Primary Agent, the Committee, or any Investment Manager, the Company shall advise the Custodian in writing thereof, and the Custodian shall be fully protected in assuming that there has been no change until so advised by Company.

IX.3 This Agreement shall be binding on any and all successors to the Custodian, the Trustee and the Company.

IX.4 This Agreement shall be construed, enforced and regulated under federal law and to the extent (if any) not preempted thereby, under the laws of the Commonwealth of Pennsylvania.

IX.5 The Company certifies that each person providing a signature below is executing the Agreement on behalf of the Plan and has the authority under the Plan's governing instruments to so execute the Agreement, and that execution of this Agreement has been duly authorized in accordance with the governing instruments of the plan and does not violate any agreement with, or require the approval of, any other person.

IX.6 The Company certifies that each person providing a signature below has the authority to enter into various agreements, open depository and investment accounts, appoint third parties to perform as agent for the Company and the Plan from whom instructions, whether written or oral, may be accepted, and to perform any other function necessary as it relates to the establishment or maintenance of retirement services on behalf of the Company, the Plan, and the Custody Account.

IN WITNESS WHEREOF, the Company and the Custodian have caused this Agreement to be executed and attested as of the day and year first above written.

By:                    **SIGNATURE:** \_\_\_\_\_                    **DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM NAME:** MONTGOMERY TOWNSHIP

By:                    **SIGNATURE:** \_\_\_\_\_                    **DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**Mid Atlantic Trust Company**

**PRIVACY NOTICE**  
*For*  
**Mid Atlantic Trust Company ("MATC")**

**Your Privacy Is Important To Us**

This notice sets out the privacy policies of MATC. We are committed to maintaining the confidentiality, integrity and security of your personal information. When you provide us with personal information, we want you to be aware of our policies to protect the confidentiality of that information.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, birth date, assets and income;
- Information about your transactions with MATC or others, such as your account size, payment history, parties to transactions, and trading frequency; and
- Information we receive from consumer reporting agencies, such as your creditworthiness and credit history.

The law permits MATC to share certain kinds of information with third parties in certain circumstances. For example, we may disclose nonpublic personal information about you to third parties to assist us in servicing your account. **We do not disclose any nonpublic personal information about our customers or former customers to anyone else except as permitted by law.**

We restrict access to nonpublic personal information about you to our employees with a legitimate business need for the information. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

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## Supplemental Account Information

I. Account Information				
Account Name (the "Plan")			Tax ID Number	
MONTGOMERY TOWNSHIP 457(b) DEFERRED COMPENSATION PLAN			23-6005687	
Governing Agreement (the "Agreement")			Mid Atlantic Account Number (bin)	
Custodial Agreement (ERISA)				
Social Code	Year End	Approximate Asset Value	Number of Participants	
20 - 457(b)	12/31	\$4,054,123.36	70	
II. Employer Information				
Sponsor (the "Company")				
MONTGOMERY TOWNSHIP				
Primary Contact		Authorized for ACH Pulls	Contact Title	
Ann Shade		No	Human Resource	
Street Address		Phone Number	Fax Number	
1001 Stump Road		215-393-6900	215-855-6656	
City	State	Zip Code	Primary E-Mail Address (REQUIRED)	
Montgomeryville	PA	19446	ashade@montgomerytwp	
III. Financial Consultant Information (may be broker or advisor)				
Would you like Mid Atlantic Trust company to grant the following consultant view only access to our website? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Financial Consultant Name (REQUIRED)		Firm		
Thomas J. Schatzman		MORGAN STANLEY		
Email Address	Phone Number	Fax Number		
thomas.j.schatzman@msgraystone.com	610 478 4500	374 7775		
Street Address	City	State	Zip	
1350 broadcasting Rd.	Wyomissing	PA	19610	
IV. TPA/Record Keeper Information				
"Primary Agent" Name (REQUIRED)			MATC Agent ID (z-number)	
Benefit Consultants Group			z027	
V. Authorization for Direct Payments (Optional)				
Depository Name		Branch	City	State
Allow Debits	Type	Routing Number	Account Number	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings			
VI. Investment Options				
Pricing Selection (For ROA & LOI values must be provided w/ fund selections)			Reinvestment Option	
NAV Commissionable (NAV7)			<input checked="" type="checkbox"/> Dividends, STGCs, & LTGCs are reinvested	

VII. Broker of Record for Mutual Funds

Selection of Broker

We elect to use Mid Atlantic Capital Corporation ("MACC") as broker of record and authorize MACC to collect Fund Fees.

OR

We elect to use the following broker and acknowledge that if, for any reason, the broker listed below cannot be used on an Account investment elective, MACC may be listed as broker of record and the terms set forth above will apply.

Brokerage Firm Name		Firm CRD #	Street Address			
MORGAN STANLEY			1350 Broadcasting Rd.			
Rep Name	Rep #	Branch #	Rep CRD #	City	State	Zip
Thomas Schetzman	716-066	216	2259053	Myomomny	PA	19610

VIII. Account Verification

Verification of Sponsor (at least one) (note for non-ERISA plans, only the Articles of Incorporation, Articles of Organization, or By laws are acceptable)

- Articles of Incorporation   
  Articles of Organization   
  By Law   
  IRS Determination Letter (referencing the plan)  
 Driver License of Plan Sponsor   
  Signed 5500 Form

Verification of Plan

- Plan Document   
  Plan Adoption Agreement (Master Plan Doc may be required)

IX. Mid Atlantic Review & Acceptance (Internal Use Only)

Documents	Reviewed	Action	Complete	Action	Complete
Application		Cash Account Setup		OFAC Checked	
Agreement		Contacts Setup		MATC Account Rep	
Verif. Of Signers		User IDs Setup		Account Rep Approval	Date
Verif. Of Sponsor		ACH Auth. Setup			
Verif. Of Plan		B-50s Delivered to STN		Trust Officer Acceptance	Date
12b-1 Agreement		NFS/MACC Account Setup			
Other Agreements		Documents Scanned			

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

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SUBJECT: Consider Amendment to 457 (b) Pension Plan – Non-Elective Contributions

MEETING DATE: January 4, 2016

ITEM NUMBER: #26

MEETING/AGENDA: WORK SESSION      ACTION **XX**      CONSENT      NONE

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

INITIATED BY: Lawrence J. Gegan,  
Township Manager 

BOARD LIAISON: Chairman,  
Board of Supervisors

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BACKGROUND:

In 2008, the Board of Supervisors had adopted amendment to the 457 (b) Deferred Compensation Plan to provide for Non-elective Contributions to Department Head participants in the plan based on a participants years of service.

The Board is proposing to amend this plan to eliminate the years of service provision and provide for a fixed contribution at 2% of compensation for all eligible positions. In addition, the amendment would limit the contributions to the participants who serve in the positions of Township Manager, Human Resources Director, Executive Assistant, Technology Manager, Fire Services Director, Planning and Zoning Director or Public Works Director as of January 1, 2016.

The Plan Administrator for the Plan, Benefits Consulting Group, has prepared the attached amendment to implement this change effective January 1, 2016.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None

RECOMMENDATION:

To implement the proposed changes to the 457 (b) Plan the attached plan amendment should be adopted with an effective date of 1/1/2016.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt the amendment to the 457 (b) Deferred Compensation Plan to eliminate the years of service provision, provide for a fixed contribution of 2% of compensation, and limit the contributions to the participants who serve in the positions of Township Manager, Human Resources Director, Executive Assistant, Technology Manager, Fire Services Director, Planning and Zoning Director or Public Works Director as of January 1, 2016.

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.

BAS

A

457 Prototype Plan  
Salary Reduction Contributions/Employer Contributions Adoption Agreement

**Plan Entry Date.** "Plan Entry Date" means the Effective Date and (Choose one of (e) through (h)):

- (e) **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
- (f) **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
- (g) **Date of hire.** The Employee's employment commencement date with the Employer.
- (h) (Specify) \_\_\_\_\_

**ARTICLE III  
SALARY REDUCTION CONTRIBUTIONS, MATCHING CONTRIBUTIONS  
AND NONELECTIVE CONTRIBUTIONS**

3.01 **TYPE AND AMOUNT.** The amount and type(s) of Deferral Contributions to the Plan for a Plan Year or other specified period will equal (Choose one or more of (a) through (c) as applicable):

- (a) **Salary Reduction Contributions.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement.
- (b) **Matching Contributions.** The Matching Contributions made in accordance with Section 3.03.
- (c) **Nonelective Contributions.** The following Non-elective Contribution (Choose one or more of (1), (2) or (3) as applicable):
  - (1) **Discretionary contribution.** An amount the Employer in its sole discretion may determine.
  - (2) **Fixed contribution.** For Pay Periods ending after January 1, 2016 - 2% of Compensation.
  - (3) **Non-pro rata allocation.** The Plan Administrator will allocate the fixed Non-elective Contributions as follows: The non-elective contribution will be allocated only to Participants who hold the following positions as of January 1, 2016: Township Manager, Human Resources Director, Executive Assistant, Technology Manager, Fire Services Director, Planning and Zoning Director, or Public Works Director.

3.02 **SALARY REDUCTION CONTRIBUTIONS.** A Participant's Salary Reduction Contributions are subject to the following limitation(s) in addition to those imposed by the Code (Choose (a) or choose one or more of (b) through (d) as applicable):

- (a) **No limitations.**
- (b) **Maximum deferral amount:** Eighty Percent (80%) of Compensation \_\_\_\_.
- (c) **Minimum deferral amount:** \_\_\_\_\_.
- (d) (Specify) \_\_\_\_\_.

[Note: Any limitation the Employer elects in (b) through (d) will apply on a payroll basis unless the Employer otherwise specifies.]

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

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SUBJECT: Consideration – Preliminary Land Development Plan – North Penn School District –  
Montgomery Elementary School – LDS#686

MEETING DATE: January 4, 2016

ITEM NUMBER: #27

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Bruce Shoupe

BOARD LIAISON: Michael J. Fox

Director of Planning and Zoning

Chairman

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BACKGROUND:

This property is located at 1221 Stump Road, within the R-1 Residential Zoning District. The applicant proposes renovations at the Montgomery Elementary School. The property is 22.13 acres with an existing school building, parking areas, and storm water management facilities. The applicant proposes a building addition (replace the existing modular classrooms), temporary relocation of the modular classrooms, reconfiguration of the existing parking area to include a parent pick-up/drop-off lane. The northern access drive is proposed to be widened to accommodate left and right turn exit lanes.

The Township staff and consultants have reviewed this plan for compliance with Township Codes. Copies of the review letters are attached.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

The Applicant executed an indefinite extension form, which allows unlimited review time by the Township, unless a notice is received from the Applicant that a decision be rendered within 90 days by the Board of Supervisors.

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

The Board could deny this plan or approve this plan with the conditions as outlined in the attached resolution.

BUDGET IMPACT:

None

RECOMMENDATION:

The resolution be adopted by the Board of Supervisors.

MOTION/RESOLUTION:

The Resolution is attached. (The Chairman needs to read only the highlighted portions of the resolution.)

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 B. Bartle, Esq.

**RESOLUTION #**

**MONTGOMERY TOWNSHIP**

**MONTGOMERY COUNTY, PENNSYLVANIA**

**A RESOLUTION GRANTING CONDITIONAL PRELIMINARY APPROVAL OF THE APPLICATION FOR LAND DEVELOPMENT FOR NORTH PENN SCHOOL DISTRICT FOR MONTGOMERY ELEMENTARY SCHOOL, 1221 STUMP ROAD, LDS#686**

The Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, hereby resolves to grant conditional, preliminary approval of the land development application and plan for **North Penn School District for Montgomery Elementary School at 1221 Stump Road**, as more fully detailed on the plans listed on Exhibit "A" attached hereto and made part hereof and further conditioned upon the following being satisfied by the Applicant prior to the recording of the final plan:

1. Fulfilling all obligations and requirements of the Gilmore & Associates, Inc. letters dated December 10, 2015, Accessibility Review dated December 15, 2015; Boucher & James, Inc. letter dated December 11, 2015; Montgomery Township Planning Commission comments dated December 17, 2015; Traffic Planning and Design, Inc. letter dated December 10, 2015; Montgomery Township Fire Marshal's Office comments dated December 8, 2015; Zoning Officers review December 28, 2015; Montgomery County Planning Commission comments dated December 29, 2015.
2. The Applicant shall enter into a Land Development Agreement and post financial security for all public improvements to the satisfaction of the Township Engineer and Township Solicitor for each phase of this development if required. As used herein, the term "public improvements" shall include, but shall not be limited to, streets, parking areas, drive aisles, curbs, water mains, sanitary sewer pipes, manholes and appurtenances thereto, storm water facilities, rain gardens (best management practice) and appurtenances, grading, erosion and sediment control, lighting, required trees, shrubs and landscape buffering, monuments, pins and sidewalks. The record plan shall indicate phasing if required. Public improvements shall require financial security be posted in the amount of 15% of the total public improvement cost, regardless of whether such public improvements are dedicated to the Township, for a period not less than 18 months after Township Engineer approval. If the end of maintenance period for trees and other plantings ends outside the time period specified in 205-49, the maintenance period shall be extended to comply with this requirement and the appropriate financial security shall be provided to the satisfaction of the Township Solicitor.
3. The Applicant shall satisfy the requirements of all Montgomery Township Codes, the Montgomery Township Municipal Sewer Authority and North Wales Water Authority. A copy of the Authorities' permits and/or agreements from the above must be provided to the Township.
4. The Applicant shall be responsible for payment of all Township Consultant and Solicitors fees related to this project.

5. The Applicant shall be responsible for obtaining all other Regulatory Authority Permits having jurisdiction over this project.
6. The Applicant shall execute the required Storm water Management Facilities Maintenance and Monitoring Agreement and Landscaping Declaration of Covenants and Restriction for its benefit and its successors and assigns
7. All future development of this parcel shall be subject to new application and approval by the Board of Supervisors.
8. All storm water inlets and outfall structures shall be identified in accordance with the PADEP Municipal Separate Storm Sewer Systems requirements.
9. All signage identified on the plan is not approved unless it conforms to the Township Zoning code or has been granted prior relief from the Zoning Hearing Board.

**BE IT RESOLVED that the following waivers have been requested by the applicant by letter dated December 16, 2015 and are granted to the extent that they concur with the recommendation of the consultants:**

1. Per Section 205-10.H (4) and Section 230-138 – Parking Stall Size - A waiver is requested to allow for the continued use of undersized parking stalls (10' X 18".) These stalls are an existing condition. The scope of the project in the immediate vicinity of the undersized stalls calls only for resurfacing of the existing pavement. Reconfiguring the parking stalls in this lot would be outside the scope of this project. All parking stalls in the proposed lot will be of adequate size. Either 10' X 20' as per Section 205-10.H (4) or 10' X 18' with a landscaping area as per Section 230-138. All parking stalls, existing and proposed, within the project will be marked with the double parallel lines. *(The consultants have no objection to this waiver.)*
2. Per Section 205-10.H (2) – Angled Parking – A waiver is requested to allow for the continued use of angled parking in the front lot of the property. This is an existing feature of the site. The scope of this project in the immediate vicinity of the angled parking calls only for resurfacing, as such, reconfiguring the lot would be outside the scope of this project. *(The consultants have no objection to this waiver.)*
3. Per Section 205-24.A - Street lighting – A waiver is requested from, requiring the project to provide street lighting along Stump Road. Street lighting is currently not being provided along Stump Road in either direction of the project location. *(The consultants have no objection to this waiver.)*
4. Per Section 205-78.B – Existing Features – A waiver is requested from having to show existing features within 400 feet of the property line. Improvements proposed within this project are of a centralized nature. Additional survey beyond the property line is unnecessary to the complete successful design of the project. *(The consultants have no objection to this waiver.)*

This Resolution shall become effective on the date upon which all of the above stated conditions are accepted by the Applicant in writing. If, for any reason, the Applicant fails to acknowledge the acceptance of the conditions contained in this Resolution within ten (10) days from the date of this Resolution, then the Preliminary Plan approval granted herein shall become null and void, the waivers requested shall be deemed denied, and the plan shall be denied for failure to comply with Sections of the Township Zoning Ordinance and/or Township Subdivision and Land Development Ordinance for the reasons cited herein or as set forth in the letters referenced herein.

DULY PRESENTED AND ADOPTED by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, at a public meeting held this 4th day of January, 2016.

MOTION BY:

SECOND BY:

VOTE:

The above conditions are agreed to by the applicant this \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Applicant Signature

xc: Applicant, F. Bartle, R. Iannozzi, R. Dunlevy, B. Shoupe, M. Stoerrle, K. Johnson, J. Stern-Goldstein, MCPC, Minute Book, Resolution File, File

## EXHIBIT "A"

### PLANS-STUDIES

<u>DESCRIPTION</u>	<u>ORIGINAL DATE</u>
1. Record Plan	11/11/15
2. Existing Topographic Conditions Plan	11/11/15
3. Existing Topographic Conditions Plan	11/11/15
4. Demolition Plan	11/11/15
5. Proposed Site Improvements	11/11/15
6. Proposed Site Improvements	11/11/15
7. Proposed Site Improvements	11/11/15
8. Utility and PCSM Plan	11/11/15
9. Profiles	11/11/15
10. Landscape Plan	11/11/15
11. Erosion and Sediment Control Plan	11/11/15
12. Erosion Control and Sediment Details and Notes	11/11/15
13. Landscaping Notes and Details	11/11/15
14. Construction Details	11/11/15
15. Construction Details	11/11/15

# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President  
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS  
Michael D. Vena, PE, PP, CME (deceased 2006)  
Edward J. Walberg, PE, PP, CME  
Thomas F. Beach, PE, CME  
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS  
CORPORATE SECRETARY  
Bradley A. Blubaugh, BA, MPA

#### SENIOR ASSOCIATES

John J. Cantwell, PE, PP, CME  
Alan Dittenhofer, PE, PP, CME  
Frank J. Seney, Jr., PE, PP, CME  
Terence Vogl, PE, PP, CME  
Dennis K. Yoder, PE, PP, CME, LEED  
Charles E. Adamson, PLS, AET  
Kim Wendell Bibbs, PE, CME  
Marc DeBlasio, PE, PP, CME  
Leonard A. Faiola, PE, CME  
Christopher J. Fazio, PE, CME  
Kenneth C. Ressler, PE, CME  
Gregory J. Sullivan, PE, PP, CME  
Richard B. Czekanski, PE, CME, BCEE

#### Remington & Vernick Engineers

232 Kings Highway East  
Haddonfield, NJ 08033  
(856) 795-9595  
(856) 795-1882 (fax)

#### Remington, Vernick & Vena Engineers

9 Allen Street  
Toms River, NJ 08753  
(732) 286-9220  
(732) 505-8416 (fax)

3 Jacama Boulevard, Suite 300-400  
Old Bridge, NJ 08857  
(732) 955-8000  
(732) 591-2815 (fax)

#### Remington, Vernick & Walberg Engineers

845 North Main Street  
Pleasantville, NJ 08232  
(609) 645-7110  
(609) 645-7076 (fax)

4907 New Jersey Avenue  
Wildwood City, NJ 08260  
(609) 522-5150  
(609) 522-5313 (fax)

#### Remington, Vernick & Beach Engineers

922 Fayette Street  
Conshohocken, PA 19428  
(610) 940-1050  
(610) 940-1161 (fax)

1000 Church Hill Road, Suite 220  
Pittsburgh, PA 15205  
(412) 263-2200  
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building  
262 Chapman Road, Suite 105  
Newark, DE 19702  
(302) 266-0212  
(302) 266-6208 (fax)

#### Remington, Vernick & Arango Engineers

The Presidential Center  
Lincoln Building, Suite 600  
101 Route 130  
Cinnaminson, NJ 08077  
(856) 303-1245  
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor  
Secaucus, NJ 07094  
(201) 624-2137  
(201) 624-2136 (fax)

December 16, 2015

Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936-9605

Attn: **Mr. Bruce S. Shoupe**  
**Director of Planning and Zoning**

Re: **Preliminary Land Development – LD/S #686**  
**Montgomery Elementary School, 1221 Stump Road**  
**Tax Parcel #46-00-03496-00-4; Block 015, Unit 008**  
**North Penn School District**  
**Our File# PMNPT001**

Dear Bruce:

On behalf of the North Penn School District, Remington, Vernick & Beach Engineers is pleased to submit waiver requests for the subject project.

§205-10.H(4) and §230-138 – Parking Stall Size. A waiver is being requested to allow for the continued use of undersized ( 10'X18' ) parking stalls. The undersized stalls are an existing condition. The scope of the project in the immediate vicinity of the undersized stalls calls only for resurfacing of the existing pavement. Reconfiguring the parking stalls in this lot would be outside the scope of this project. All parking stalls in the proposed lot will be of adequate size. Either 10' X 20' per §205-10.H(4) or 10' X 18' with a landscaping area per §230-138. All parking stalls, existing and proposed, within the project will be marked with the double parallel lines.

§205-10.H(2) – Angled Parking. A waiver is being requested to allow for the continued use of angled parking in the front lot of the property. This angled parking configuration is an existing feature of the site. The scope of the project in the immediate vicinity of the angled parking calls only for resurfacing, as such, reconfiguring this lot would be outside the scope of the project.

§Per § 205-24.A Street lighting. A waiver is being requested from requiring the project to provide street lighting along Stump Rd. on the grounds that street lighting is currently not being provided along Stump Rd in either direction of the project location. This waiver is supported by the Townships traffic engineer TPD.

§205-51.A – Existing items to be shown on Landscape plans. A waiver is being requested from showing tree calipers and species over 23”.

§205-52.B(2)(a) – Softening Buffer. A waiver is being requested to allow the use of existing vegetation in place of a softening buffer. Additionally, a waiver is being requested from providing a softening buffer along the front of the property which borders Stump Rd.

§205-52.C(2)(a) – Screen Buffer. A waiver is being requested to allow the use of existing vegetation as the screen buffer along the south edge of the property.

§205-52.0 and Table 1 – Shade Trees and Shrubs in parking lot. A waiver is being requested for having to provide 6 shrubs per 2 parking spaces along the perimeter of the parking lot. It is our understanding that the shrubs are meant to help screen the parking lot from adjacent properties, the property immediately to the north of the project is heavily wooded and owned by the school district. Plantings will be provided between the parking lot and Stump Road to provide some screening to the public traveling along Stump Road.

§205-78.B Existing Features – A waiver is being requested from having to show existing features within 400 feet of the property line. Improvements proposed within this project are of a centralized nature. Additional survey beyond the property line is unnecessary to the complete successful design of the project.

Should you have any questions, please feel free to contact our office at (610) 940-1050.

Very truly yours,

**Remington, Vernick & Beach Engineers**



Paul W. Hughes, P.E., Associate

cc: Thomas W. Schneider, NPSD Director of Facilities and Operations  
Peter Medica, Bonnett Associates  
Thomas F. Beach, P.E., C.M.E., Executive Vice President  
Christopher Fazio, P.E., C.M.E., Regional Manager, Senior Associate  
Scott J. Stoddard, P.E.



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

December 10, 2015

File No. 2015-11076

Bruce S. Shoupe, Director of Planning and Zoning  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936-9605

Reference: Preliminary Land Development – LD/S #686  
Montgomery Elementary School; 1221 Stump Road  
Tax Parcel #46-00-03496-00-4; Block 015, Unit 008

Dear Bruce:

As requested, Gilmore & Associates, Inc. has reviewed the preliminary land development (50% Progress Set) for the above-referenced project and offers the following comments for consideration by the Montgomery Township Board of Supervisors:

I. SUBMISSION

- A. Application for Subdivision and Land Development, prepared by Remington, Vernick & Beach Engineers, dated November 20, 2015.
- B. Land Development Plans (50% Progress Set), as prepared by Bonnett Associates, Inc., sheets 1 to 15 of 15, dated November 11, 2015.
- C. Erosion and Sediment Control Plan, as prepared by Remington, Vernick & Beach Engineers, dated November 2015.
- D. Stormwater Management Report, as prepared by Remington, Vernick & Beach Engineers, dated November 2015.

II. GENERAL

The Applicant, North Penn School District, proposes renovations at the Montgomery Elementary School. The subject property is a 22.13 acre parcel of land with an existing elementary school building, parking areas, storm water management and other appurtenances on Stump Road between Baker Place and Steeplechase Drive. The site is within the Residential (R1) Zoning District. The Applicant proposes a building addition, relocation of trailers and playground, and reconfiguration of the parking area to include a pick-up/drop-off lane. The proposed improvements also include exterior building accessibility and stormwater management improvements. Access to the site is from Stump Road. The north access drive is proposed to be widened to accommodate left and right turn exit lanes.

III. REVIEW COMMENTS

A. Zoning Ordinance

Based on our review, the following items do not appear to comply with the Township Zoning Ordinance. Upon further development of the plans, additional items may become apparent.

1. §230-28 – The Record Plan (Sheet 1 of 15) should include the entire property boundary and depict all setback requirements of the ordinance. Additional sheets should be used if required.

BUILDING ON A FOUNDATION OF EXCELLENCE

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

2. §230-134.B(2) – Schools require one parking space for every five seats. It appears 188 spaces are proposed. The zoning data table on sheet 1 of 15 shall include the required, existing and proposed number of parking spaces. Any existing nonconformity shall be noted as well.
3. §230-138 – The group of 5 proposed parking spaces adjacent to the landscaped area with sidewalk near the north entrance and those along the south parking area shall be 20 feet deep with bumper blocks to prevent overhang of the sidewalk or the sidewalk shall be widened to allow full clearance.
4. The Zoning Table of Sheet 1 of 15 shall include both existing and proposed conditions.

B. Subdivision and Land Development Ordinance

Based on our review, the following items do not appear to comply with the Township Subdivision and Land Development Ordinance. Upon further development of the plans, additional items may become apparent.

1. §205-10.E(3) – The proposed radius at the intersection with Stump Road shall be included on the plan.
2. §205-10.H(4) – Parking spaces marked with double parallel lines a minimum of 6 inches apart to separate each space. A detail shall be included on the plans.
3. §205-10.H(7) – Accessible parking spaces must be designated on the plan. It appears 6 accessible spaces are required.
4. §205-17.D(4) – The concrete curb detail on Sheet 14 of 15 shall include 4,000 psi concrete and Aquaron 2000 or approved equal sealing/curing compound.
5. §205-18 – The material and size of all existing and proposed storm sewer pipe shall be provided on the plans.
6. §205-18.D(3)(d) & (e) – The slope basin bottom and sides should be indicated on the grading plan. The bottom must be not less than 2% and the sides not steeper than 4H:1V.
7. §205-18.1.C(1) & - §205-29 – The limit of disturbance and area shall be indicated on the plan. It appears an NPDES permit is required.
8. §205-22.B – A detail shall be provided for concrete sidewalk. Note all requirements of the concrete sidewalk in the ordinance when inserting the detail, including 4,000 psi concrete and Aquaron 2000 or approved equal sealing/curing compound.
9. §205-24 – All lighting requirements will be reviewed separately by the Township Lighting Consultant.
10. §205-28.D(2) – Notes shall be added to the record plan landscaping details indicating that there shall be no release of topsoil from the site until following placement of eight inches of topsoil on the site.
11. §205-48 - §205-63 – All landscaping requirements will be reviewed separately by the Township Landscape Consultant.
12. §205-78.A(5) – The plans shall be certified by a registered professional engineer.
13. §205-78.B – Existing features within 400 feet of the property are required. Names of abutting owners, names, locations, widths, and other dimensions of streets, including center-line courses, distances, and curve data, descriptive data of ultimate right of way lines not parallel with or concentric with a center line, and location tie-ins by courses and distances to the nearest intersections of all existing, planned and approved streets, alleys, and easements; and recreational areas and other public improvements within the land to be subdivided.
14. §205-78.D(2)(b) – We note existing sanitary sewer is not provided on the plans. This should be provided to the extent that potential conflicts with proposed improvements are identified.
15. §205-79.A(2)(b)(4) - Plan and profile drawings of all existing and proposed SWM BMPs, including drainage structures, pipes, open channels, and swales.
16. §205-87.B(14) – Existing survey monuments shall be included on the plans.
17. §205-100 - §205-107 – All traffic requirements will be reviewed separately by the Township Traffic Consultant.

18. The record plan notes of Sheet 1 of 15 shall be revised to reference the correct Municipality and County. Also, to reduce issues when recording the plans, the notes should be revised per the enclosed guidance from the Township Solicitor.
19. There are several conflicts with the existing storm sewer. For example proposed Pipe 3 conflicts with an existing inlet.
20. The existing endwall at 18 in CMP basin inlet shall be included on the plan.
21. The intent and extent of demolition of the exiting storm sewer is not clear as depicted on the plans. Please clarify and revise the plans.
22. Specific curb ramp grading is required for the ramp to be relocated due to driveway widening.
23. The floor area of the building addition and relocated trailers shall be included on the plans.
24. Any modification to school bus circulation due to the relocated trailers shall be indicated on the plans.

### C. Stormwater Management Ordinance

Based on our review, the following items do not appear to comply with the Stormwater Management Ordinance. Upon further development of the plans, additional items may become apparent.

1. §206-14 – The Applicant shall demonstrate in the Stormwater Management Report that the Volume Control Requirement is satisfied. Any use of infiltration shall be supported by soil testing.
2. §206-19.B(2)(a)(5) – Plan and profile drawings of all existing and proposed SWM BMPs, including drainage structures, pipes, open channels, swales and utility crossings.
3. §206-19.B(2)(a)(5) – Pre & post drainage area plans, including paths used to determine time of concentration, are required for review.
4. §206-19.B(2)(b)(1) – USDA NRCS Soil Survey information (types, areas, properties) shall be included on the E&S plan.
5. §206-19.B(3)(h) – A note shall be included on the plan indicating the location and responsibility for maintenance of stormwater management facilities. All facilities shall meet the performance standards and design criteria specified in this ordinance.
6. §206-19.B(3)(i) – The following signature block for the Design Engineer "I, (Design Engineer), on this date (date of signature), hereby certify that the SWM site plan meets all design standards and criteria of Montgomery Township Stormwater Management Ordinance or Plan."
7. §206-19.B(3)(j) – A statement signed by the Applicant, acknowledging that any revision to the approved SWM Site Plan must be approved by the Township and that a revised E&S plan must be submitted to the Conservation District.
8. §206-19.B(5) – The SWM site plan shall include an Operations and Maintenance (O&M) Plan for all existing and proposed physical stormwater management facilities, as well as schedules and costs for O&M activities. This plan shall address long term ownership and responsibilities for O&M. Please refer to §206-30 for further requirements of O&M Plan.
9. §206-37 – An easement shall be provided in favor of the Township to allow for inspection and maintenance of stormwater BMPs.
10. It appears the hydrology was analyzed as one large tributary area. The area should be divided into sub-areas to accurately analyze the existing and proposed system.
11. Analysis of all existing and proposed storm conveyances is required and must be included with future submissions in order to verify adequate capacity is provided.
12. Calculated peak runoff rates for the 10 year storm event are not consistent with those for others storm events in the report. Inspection of the input parameters indicate the time of concentration, composite curve number, area, and maximum retention are not consistent with those used for the other design storms. The input parameters and results shall be verified and revised if needed.

13. Although it should not vary based on the storm return event; the Time of Concentration calculation for the 10-year storm event is not included in the Stormwater Management Report. This should be included for completeness.
14. The method of runoff control from the relocated trailers should be identified on the plans and report.
15. The Report states the site is within the IN Institutional Zoning District and the Wissahickon Creek watershed. This should be corrected to reflect the location within the R-1 Residential District and the Neshaminy Creek watershed.

C. General

1. The Applicant shall obtain all required approvals, permits, declarations of restrictions and covenants, etc. (e.g. PADEP, PennDOT, MCPC, MCCD, MTMSA, NWWA, NPWA, MCDH, Fire Marshal, etc.). Copies of these approvals and permits should be submitted to the Township and our office.
2. The 18 feet and 20 feet deep parking spaces should be indicated on the plans.
3. Site accessibility review will be provided under separate cover.

Given that the plans are a 50% Progress Plan Set, we anticipate the need for additional review and comment as the plans near completion. We are available to meet with the design engineer to facilitate revision and review of the plans. In order to help expedite the review process of the resubmission of the plan, the Applicant should submit a response letter which addresses each of the above comments. Changes that have been made to the application that are unrelated to the review comments should also be identified in the response letter.

If you have any questions regarding the above, please contact this office.

Sincerely,



James P. Dougherty, P.E.  
Senior Project Engineer  
Township Engineers

JPD/si

Enclosure

cc: Lawrence J. Gregan, Manager – Montgomery Township  
Marita A. Stoerle, Development Coordinator – Montgomery Township  
Marianne McConnell, Deputy Zoning Officer – Montgomery Township  
Frank R. Bartle, Esq., Solicitor – Dischell Bartle & Dooley, PC  
Kevin Johnson, P.E. – Traffic Planning & Design, Inc.  
Judith Stern Goldstein, ASLA, R.L.A. – Boucher & James, Inc.  
Ken Amey, AICP Thomas Schneider – North Penn School District  
Paul W. Hughes, P.E. – Remington Vernick & Beach Engineers  
Russell S. Dunlevy, P.E., Executive Vice President – Gilmore & Associates, Inc.



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

December 15, 2015

File No. 2015-11076

Bruce S. Shoupe, Director of Planning and Zoning  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936-9605

Reference: Preliminary Land Development – LD/S #686  
Montgomery Elementary School, 1221 Stump Road  
Tax Parcel #46-00-03496-00-4; Block 015, Unit 008

Dear Bruce:

As requested, Gilmore & Associates, Inc. has reviewed the Preliminary Land Development Application (50% Progress Set) for the above-referenced project for accessibility. Our accessibility review was limited to the site only and information shown on the plans; the review excluded elements such as doors and doorways, accessible means of egress, and all interior elements, which we defer to the Township's Building Code Official. We offer the following comments for consideration by the Montgomery Township Board of Supervisors:

I. SUBMISSION

- A. Land Development Plans (50% Progress Set), as prepared by Bonnett Associates, Inc., sheets 1 to 15 of 15, dated November 11, 2015

II. ACCESSIBILITY REVIEW COMMENTS

Based on our review the following items do not appear to comply with the 2012 International Building Code (IBC) and/or the ICC/ANSI A117.1-2009 Accessible and Usable Buildings and Facilities (ICC) standard:

1. IBC §§1104.2 & 1105.1 – At least 60 percent of all public entrances shall be accessible and at least one accessible route shall connect all accessible elements, including between accessible building entrances and accessible parking spaces. The location of all proposed public building entrances, accessible building entrances, and detailed grading shall be shown on the plans to confirm whether these requirements have been met.
2. IBC §1105.1.3 – It shall be clarified whether any restricted entrances are proposed; where restricted entrances are provided, the plans shall be revised to confirm that at least one restricted access is accessible.
3. IBC §1106 – Based on the information provided on Sheet 1, it appears that a total of 188 parking spaces are proposed; therefore, the plans shall be revised to indicate that a minimum of 6 accessible parking spaces are provided, at least one shall be a van-accessible parking space. Accessible parking spaces shall be located on the shortest accessible route of travel to an accessible building entrance and dispersed to be located near the multiple accessible entrances. Information shall also be provided to confirm that accessible parking spaces comply with the design requirements of ICC §502.
4. IBC §1106.7 – It appears that two passenger loading zones are provided. Information shall be provided to confirm that all passenger loading zones are accessible and comply with the design requirements of ICC §503.
5. IBC §1110.1 – Signage shall be provided for accessible passenger loading zones. Additionally, if not all entrances are accessible, the plans shall be revised to provide signage at accessible entrances. A detail for the signage, which shall comply with ICC §703 and include the International Symbol of Accessibility, shall be added to the plans.

BUILDING ON A FOUNDATION OF EXCELLENCE

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

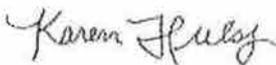
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6. IBC §1110.2 – If not all entrances are accessible, the plans shall be revised to provide directional signage at inaccessible building entrances, indicating the route to the nearest like accessible entrance. A detail for the signage, which shall comply with ICC §703 and include the International Symbol of Accessibility, shall be added to the plans.
7. IBC §3404.1 – Information shall be provided to confirm that the proposed alterations will not decrease the site's current compliance with the accessibility code requirements.
8. ICC §§402, 403, & 406 – Additional grading information shall be provided to confirm that an accessible route, e.g. a walking surface not steeper than 1:20 and curb ramps, connects all accessible elements. A detailed design for each proposed curb ramp shall be provided in order to confirm that the design requirements have been met.
9. ICC §404 – We defer the review of Doors and Doorways to the Township's Building Code Official.
10. ICC §502.7 – The Handicapped Parking Sign (Van Accessible) detail on Sheet 14 shall be revised to indicate that the bottom of the van accessible sign will be set a minimum of 60 inches above the floor of the parking space. The detail shall also be revised to reference the accessible parking sign as R7-8 and the van accessible parking sign as R7-8P in accordance with the sign designations in PennDOT Publication 236.
11. ICC §705 – The Detectable Warning Surface (DWS) Truncated Dome Details provided on Sheet 14 shall be revised to indicate the top diameter information and indicate that the detectable warning surfaces shall contrast visually with adjacent surfaces, either light-on-dark or dark-on-light.
12. A note should be added to the plans stating that the plans must comply with the PAUCC.

Please note that due to the nature of revisions that will be made to the plans, additional comments may be forthcoming during future plan reviews. Also, in order to help expedite the review process of the plan resubmission, the Applicant should submit a response letter which addresses each of the above comments. Changes that have been made to the application that are unrelated to the review comments should also be identified in the response letter.

If you have any questions regarding the above, please contact this office.

Sincerely,



Karen M. Hulshizer, P.E.  
Accessibility Inspector/Plans Examiner, Certification # 005027  
Gilmore & Associates, Inc.

KMH/si

cc: Lawrence J. Gregan, Manager – Montgomery Township  
Marita A. Stoerle, Development Coordinator – Montgomery Township  
Marianne McConnell, Deputy Zoning Officer – Montgomery Township  
Frank R. Bartle, Esq., Solicitor – Dischell Bartle & Dooley, PC  
Kevin Johnson, P.E. – Traffic Planning & Design, Inc.  
Judith Stern Goldstein, ASLA, R.L.A. – Boucher & James, Inc.  
Ken Amey, AICP Thomas Schneider – North Penn School District  
Paul W. Hughes, P.E. – Remington Vernick & Beach Engineers  
Russell S. Dunlevy, P.E., Executive Vice President – Gilmore & Associates, Inc.  
James P. Dougherty, P.E., Senior Project Manager – Gilmore & Associates, Inc.



**Boucher & James, Inc.**  
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[www.bjengineers.com](http://www.bjengineers.com)

December 11, 2015

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

**SUBJECT: MONTGOMERY ELEMENTARY SCHOOL  
PRELIMINARY LAND DEVELOPMENT PLANS  
TOWNSHIP LD/S NO. 686  
PROJECT NO. 1555299R**

Dear Mr. Gregan:

Please be advised that we have reviewed the Montgomery Elementary School Land Development Plans prepared by Bonnett Associates, Inc., dated November 11, 2015, labeled 50% Progress Set, and submitted by Remington & Vernick Engineers, Inc. The site has frontage on Stump Road, north of the intersection of Steeplechase Drive, and is located within the R1 – Residential District.

The plans propose renovations to existing parking areas, stormwater basin and other stormwater management features, sidewalks, relocation of on-site modular classrooms, parking lot striping, and the addition of transformer and generator pads. Public water and sewer exist on site.

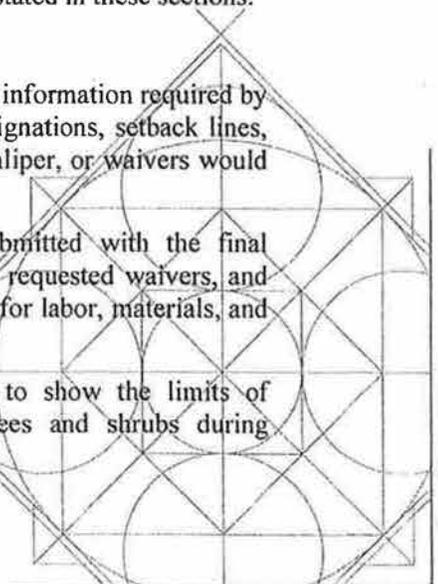
We offer the following comments for your consideration.

1. General Requirements

- A. SLDO §205-49.C: the plans shall be prepared by a landscape architect registered by the Commonwealth of Pennsylvania, or a waiver would be required.
- B. SLDO §205-49.F: the plan notes shall be revised to demonstrate compliance with the requirements of the Planting Standards and Guidelines provided Appendix C, and to provide a note requiring that all plant material shall be pruned in accordance with ANSI A300 pruning standards.
- C. SLDO §205-49.G and H: notes on the plan shall be revised to demonstrate compliance with the guaranty and final landscape inspection requirements as stated in these sections.

2. Landscape Plan Requirements

- A. SLDO §205-51.A: the landscape plan shall be revised to show all information required by sections (1) through (17), including adjacent zoning district designations, setback lines, all utilities, and species information for trees greater than 23" caliper, or waivers would be required.
- B. SLDO §205-51.A(18): A detailed cost estimate shall be submitted with the final landscape plan after the Board of Supervisors has ruled on any requested waivers, and shall show the value of all proposed landscaping including costs for labor, materials, and guaranty, and shall be so stated in the estimate.
- C. SLDO §205-51.A(19): the landscape plan shall be revised to show the limits of temporary fencing to be used for protection of existing trees and shrubs during construction, or a waiver would be required.



3. Planting Requirements

- A. SLDO 205-52.A (2)(a): sixteen (16) street trees are required along Stump Road. Ten (10) existing street trees are permitted to be used to partially meet this requirement. The remaining required six (6) street trees should be provided, or a waiver would be required.
- B. SLDO 205-52.B(2)(a): softening buffers are required along the front, rear and north property lines. Existing vegetation along the north and rear property lines appears to be adequate to meet the softening buffer requirements. SLDO 205-52.I. permits the Board of Supervisors to waive planting requirements where they are essentially duplicated by existing vegetation. However, calculations and the required softening buffer plantings should be provided along Stump Road, or a waiver would be required. In addition, the location of the required softening buffer should be delineated in the landscape plan.
- C. SLDO 205-52.C(2)(a) and Table 2: a screen buffer is required along the south property line. It appears that existing vegetation on the site is adequate to meet the screen buffer requirements. SLDO 205-52.I. permits the Board of Supervisors to waive planting requirements where they are essentially duplicated by existing vegetation.
- D. SLDO 205-52.D and Table 1: one (1) shade tree is required per 10 parking spaces within the entire parking lot and six (6) shrubs are required for every two (2) spaces around the entire parking lot perimeter. The landscape plan should be revised to provide calculations and plantings demonstrating compliance with the ordinance requirements, or waivers would be required.
- E. SLDO 205-52.F(6): one shade tree and two shrubs are required for each 30 linear feet of stormwater management facility perimeter. Twenty-five (25) shade trees and fifty (50) shrubs are required. The landscape table indicates that the plans comply. However, the required plantings are not shown in the plans. The plan should be revised to demonstrate compliance with the ordinance requirements, or a waiver would be required.
- F. SLDO 205-52.F(4): we recommend that a naturalized seed mix be used in the stormwater management basin in place of the fescue blend proposed on sheet 12.

4. Preservation, Protection and Replacement of Trees

- A. SLDO §205-53.B: during construction, trees and shrubs shall be protected by snow fencing or similar protection. The plan shall be revised to provide a detail and the limits of tree protection fencing in order to demonstrate compliance with the ordinance requirements.
- B. SLDO §205-53.B(3): at the direction of the Township Engineer, Township Shade Tree Commission or Township Landscape Architect, existing trees which have not been adequately protected are to be removed and replaced. The plans should be revised to provide a note demonstrating compliance with this ordinance requirement.
- C. SLDO §205-53.C.C: outlines preservation requirements based on the size of existing trees, and replacement procedures in the event that disturbance is proposed in excess of the required preservation amount. The landscape chart indicates that only one (1) tree of 6" in caliper is to be removed. However, based on the amount of proposed disturbance, this does not appear to be accurate. Existing trees that will have more than ¼ of their total root area disturbed are not considered to be preserved. The plans should be revised to demonstrate compliance with the tree preservation and replacement requirements outlined in this section, and to provide replacement trees, if required.

5. General Landscape Comments

- A. We recommend the seeding table on sheet 12 of 15 be revised to remove the proposed crownvetch seed mixture, as crownvetch is classified by PA DCNR as a situationally invasive species.
- B. The tree planting detail shall be revised to specify the tree staking method shown in Appendix C.
- C. The shrub planting detail shall be revised to specify that plants are to be placed on undisturbed subgrade.
- D. Tree locations shall be revised to provide a minimum of 10' between underground utilities and proposed trees in order to avoid conflicts.
- E. The plant list indicates that seven (7) *Pseudotsuga menziesii* are proposed. However, only six (6) are shown in the plan. In addition, one proposed shade tree has not been labeled. The plan should be revised to correct these discrepancies.

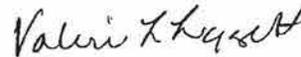
6. General Comments

- A. The plans should be revised to provide a note indicating that substantial changes to the approved Landscape Plans must be approved by the Township through plan resubmission. If substantial changes to the landscaping are made without prior approval from the Township, the changes will be rejected upon inspection.
- B. The plans should be revised to provide a note indicating that if a plant species or other substitution is made without receiving prior substitution request approval from the Township, the unapproved plants will be rejected upon inspection. All plant substitution requests should be forwarded in writing to this office for review.
- C. A detailed response letter addressing the above noted comments and any other changes to the plans should be included with future submissions.

Sincerely,



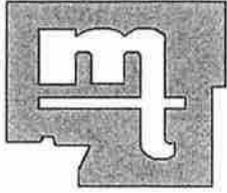
Judith Stern Goldstein, ASLA, R.L.A.  
Managing Director



Valerie L. Liggett, ASLA, R.L.A.  
ISA Certified Arborist®  
Planner/Landscape Architect

JSG/vll/kam

cc: Board of Supervisors  
Planning Commission  
Bruce Shoupe, Director of Planning and Zoning  
Marita Stoerle, Development Coordinator  
Marianne McConnell, Deputy Zoning Officer  
Frank R. Bartle, Esq., Dischell Bartle & Dooley, PC  
Kevin Johnson, P.E., Traffic Planning & Design  
Ken Amey, AICP  
Paul W. Hughes, P.E., Remington & Vernick Engineers  
Thomas Schneider, North Penn School District



## **MEMORANDUM**

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**TO:** Board of Supervisors

**FROM:** Planning Commission  
Jonathan Trump, Chairman

**DATE:** December 17, 2015

**RE:** Land Development Plan  
Montgomery Elementary School  
LDS#686

The Planning Commission has reviewed the above named land development plan and would like to recommend to the Board of Supervisors that this be approved subject to satisfactory compliance with all comments of the Township consultants.

The motion further recommended that all of the requested waivers be approved to the extent of the Township Consultant's recommendations.



TRAFFIC PLANNING AND DESIGN, INC.

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RECEIVED

DEC 10 2015

MONTGOMERY TOWNSHIP

**December 10, 2015**

Mr. Bruce S. Shoupe  
Township Director of Planning and Zoning  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936-9605

**RE: Montgomery Elementary School Renovations**  
North Penn School District  
*1221 Stump Road*  
*Montgomery Township, Montgomery County, PA*  
Montgomery Township LD/S# 686  
TPD No. MOTO.A.00100

Dear Bruce:

In our role as Township Traffic/Street Lighting Engineer, Traffic Planning and Design, Inc. (TPD) has reviewed the following items for the above referenced project which were received in our office on November 23, 2015:

- Preliminary Plan prepared by Bonnett Associates, Inc., dated November 11, 2015;
- Transmittal letter prepared by Remington & Vernick Engineers, dated November 20, 2015.

For ease of review, Stump Road is considered to be an east-west road and the two access points are assumed to be north-south driveways.

Based on our review, we offer the following comments:

**Traffic Engineering Comments**

1. It is our understanding that parent drop-off/pick-up will occur on the east side of the school and that all parent drop-off/pick-up traffic is to exit the site via the eastern access to Stump Road. It is also our understanding that all bus traffic is to only use the western access point.

2. The difference between pavement marking legends/arrows and arrows provided on the plan for the sole purpose of indicating to the reader the direction of flow to the parental drop-off/pick-up area needs to be clearly labeled on the plans. For example, the arrows shown on the plan could be interpreted as recommending that a one-way counterclockwise traffic flow be provided through the eastern parking lot with perpendicular parking spaces which would require all exiting traffic to exit the parking spaces via the parental drop-off/pick-up area. For purposes of this review, it is assumed that the applicant does not plan to utilize this type of traffic flow pattern.
3. A "No Right Turn" sign (R3-1), sized 24" x 24", is required near the southeast corner of the building to direct all traffic exiting the parental drop-off/pick-up area to the eastern driveway. A thru arrow and "Only" legend are also needed on the southbound approach at this internal intersection. "DO NOT ENTER" signs (R5-1), sized 24" x 24", are needed on both sides of the parental drop-off/pick-up exiting lane on the north side of the stop bar. One of the signs can be mounted on the same post as used for the R3-1 sign facing the opposite direction. A detail should be provided for the pavement markings in accordance with PennDOT Publication 111M, *Pavement Markings and Signing Standards*, TC 8600.
4. The turning arrows and "ONLY" legends on the eastern access to Stump Road must be revised in accordance with PennDOT Publication 111M, *Pavement Markings and Signing Standards*, TC 8600 with the appropriate signage required.
5. Wayfinding signs should be provided for drivers entering the site via the eastern access on Stump Road to indicate that the parental drop-off/pick-up area plus parking is to the right and what is presumed to be angled visitor parking is straight ahead then turns to the left.
6. It appears that a waiver may be required from §205-10.H(4) to permit angled parking.
7. Per §230-138 and §205-10.H(4), parking stalls are to be 10 feet x 20 feet. In accordance with §230-138, a reduced stall length can be provided only if the forward edge is curbed and a 5 foot landscaped area is provided. The parking stalls located adjacent to sidewalk do not satisfy the criteria for reduction in size and must be 10 feet x 20 feet. In addition, the parking spaces must be marked with double parallel lines to be a minimum of six inches apart to separate each space in accordance with §205-10.H(4).
8. In addition to the north-south travel lane entering and exiting the parental drop-off/pick-up lane, it appears the applicant intends to provide two other areas of one way traffic flow. One such location is the east-west parking aisle serving the angled parking spaces in the front of the building. The other location appears to be the bus loop.

Mr. Bruce S. Shoupe

December 10, 2015

Page 3

Appropriate striping and signing must be provided throughout the parking lot to inform drivers of such one-way (and any "BUS ONLY") restrictions.

9. The three way intersection of the bus loop exit with the northernmost parking access point with the western access drive needs to be stop controlled because of the curve in the bus loop. In our opinion, the northern exit from this parking lot on the west side of the school and the northbound approach of the western access drive should be stop controlled at this intersection.
10. The stop bar located at the western end of the one way parking aisle for the angled parking spaces needs to be relocated to the west to the point where the radii begin connecting this aisle with the western access drive.
11. The first parking stall encountered when entering the site via the eastern access on Stump Road is a partial stall. The curbline should be revised to remove the partial parking space.
12. Traffic flow at the angled internal intersection on the east side of the building needs to be stop controlled. It is recommended that the angled approach be the one stop controlled. Due to the angle of this intersection, it is recommended that a centerline be striped on the angled approach and that right turns from the angled approach be restricted with the installation of a "No Right Turn" sign (R3-1), sized 24" x 24".
13. At the next internal intersection encountered in the parking lot on the east side of the building, it is recommended that the centerline of the east-west road surface between the two curb lines be striped to differentiate the directional flow. It is also recommended that this eastbound approach be stop controlled. To facilitate right turns exiting this double sided parking field to the angled approach discussed in Comment 10, it is recommended that this radius be increased.
14. The proposed lane widths for both access points to Stump Road should be clearly labeled on the plans.
15. The dimensions of all radii should be clearly labeled on the plans.
16. Truck tracking templates must be provided indicating that Montgomery Township's largest fire truck can circulate through the site.
17. Handicap parking spaces must be provided in accordance with §205-10.H(7)(a).
18. The location and type of all proposed handicap ramps must be clearly indicated on the plans.
19. All existing and proposed traffic control signs must be clearly shown on the plans. Details of all proposed site signage (i.e. STOP signs) related to traffic control/circulation should

be shown on the plans.

20. The crosswalk on the eastern access at the intersection with Stump Road has a tapered width. The crosswalk should consist of parallel lines in accordance with PennDOT Publication 111M, *Pavement Markings and Signing Standards*, TC 8600. All applicable details for the crosswalks should be provided. Additionally, the curb ramps on either side of each crosswalk should be updated to current ADA standards.
21. In our opinion, the stop bar proposed in advance of the crosswalk in the drop-off/pick-up lane must be removed because it is not an intersection and will give a false sense of security to all pedestrians that all vehicles will stop at that point every time. Instead, we recommend yield lines be installed in advance of the crosswalk and the crosswalk be marked with "Yield to Pedestrian" signs (R1-5), sized 30" x 30", on both sides of the crosswalk facing oncoming traffic.
22. The following general notes should be included on the plan:
  - a. "Traffic control signs must be posted on PennDOT approved breakaway posts in accordance with the most recent version of the TC-8700 series in PennDOT Publication 111M."
  - b. "All traffic control signs shall be posted in accordance with the 2009 MUTCD and the most recent version of PennDOT Publication 236M, "Handbook of Approved Signs".
23. The "Roadway Trench and Pavement Restoration Detail" on Sheet 15 of 15 must be revised to provide a minimum of 1.5 inches of superpave 9.5 mm wearing course.

### Street Lighting Comments

24. Per § 205-24.A Streetlighting; *"Streetlighting shall be installed along each street in each subdivision and along each street front abutting a public street in each land development by the developer and at the expense of the developer, unless specifically waived by the Board of Supervisors..."* TPD would support a waiver of this requirement because existing lighting is not currently provided along Stump Road in either direction of the project frontage.
25. Revise the provided Lighting Plan (ES-001) to include lighting analysis results in a Lighting Calculation Summary. The comments below have been provided for reference in designing and presenting the site lighting information. Since lighting analysis information was not provided, TPD may have comments with respect to lighting as additional information is provided.

- In accordance with the §230-212 and the Montgomery Township Street Lighting Specification, the applicant should provide a summary of lighting calculations including average, maximum, minimum, and uniformity ratios. Lighting shall have intensities and uniformity ratios in accordance with the §230-212.B and the current recommended practices of the Illuminating Engineering Society of North America (IESNA) as contained in the IESNA Lighting Handbook or separately in IESNA Recommended Practices RP-20-14 "Lighting for Parking Facilities."
26. Revise the provided Site Lighting Fixture Schedule to include the quantity, light loss factor, and mounting height for each fixture tabulated.
27. There is an existing lighting fixture at each of the site accesses along Stump Road that do not contribute to the point-by-point calculations on the provided Lighting Plan (ES-001). Additionally, the two fixtures are not labeled on the demolition plan to be removed or relocated. Please clarify whether these fixtures are to be removed, relocated, or to remain and update the plans and calculations accordingly.
28. Revise the provided Lighting Plan (ES-0001) to indicate those lighting fixtures that are existing to remain, relocated, and proposed. This can be accomplished with individual labels in the horizontal plan view or within the Site Lighting Fixture Schedule.
29. Provide the anticipated hours of operation on the plans. As stated in The Montgomery Township Street Lighting Specifications, lighting for commercial, industrial, public recreational, and institutional applications shall be controlled by automatic switching devices such as time clocks or combination motion detectors and photocells, to permit extinguishing outdoor lighting fixtures between 10 P.M. and dawn. For lighting proposed after 10 P.M., or after normal hours of operation, the lighting shall be reduced by at least 50% from then until dawn, unless supporting a specific purpose.
- In addition to the above indicated note, please indicate the manner in which the 50% minimum reduction will be achieved. The Township would prefer a dimming situation in lieu of an individual light extinguishment to achieve a minimum 50% reduction.
30. Revise the Landscape Plan to include the following note, "The Developer shall be responsible for contacting the Lighting Consultant/Inspector for Montgomery Township at least 48 hours prior to the start of any site electric work. The Township's Lighting Consultant/Inspector must be contacted during both "rough" and "final" stages of construction. The Township's Consultant/Inspector must be given the opportunity to observe open trench and conduit prior to backfill. The Township's Consultant/Inspector shall also be contacted again at completion of site electrical construction (i.e. Final). The

Mr. Bruce S. Shoupe  
December 10, 2015  
Page 6

Developer shall make arrangements for the necessary electrical inspections at both phases of construction and provide evidence of same to Township."

31. All outside lighting, including sign lighting, shall be arranged, designed and shielded or directed so as to protect the abutting streets and highways and adjoining property from the glare of lights. Please ensure that lighting is shielded from adjacent properties as well as abutting streets.
32. Verify that the proposed lighting locations are situated such that interference from the proposed landscaping does not result in an inefficient design.
33. Please confirm ownership and maintenance responsibility of the streetlights.

We reserve the right to make additional comments as additional information is submitted.  
Please call if you have any questions

Sincerely,

TRAFFIC PLANNING AND DESIGN, INC.

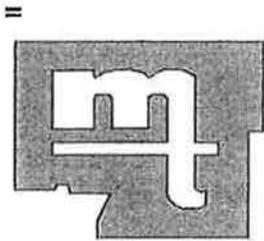


Kevin L. Johnson, P.E.

*President*

[kjohnson@TrafficPD.com](mailto:kjohnson@TrafficPD.com)

cc: Larry Gegan, Township Manager  
Marita Stoerrle, Township Development Coordinator  
Kevin Costello, Township Public Works Director  
Russ Dunlevy, P.E., Township Engineer  
Paul Hughes, P.E., Remington & Vernick Engineers  
Joseph Platt, P.E., TPD



**MONTGOMERY TOWNSHIP**  
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**RICHARD M. LESNIAK**  
DIRECTOR OF FIRE SERVICES  
FIRE MARSHAL  
EMERGENCY MANAGEMENT  
COORDINATOR  
**FIRE MARSHALS OFFICE:**  
215-393-6936

December 8, 2015

Bruce Shoupe  
Director of Planning and Zoning  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936

Re: Montgomery Elementary School

Dear Bruce:

Thank you for allowing the Fire Marshal's Office to comment on the proposed renovations of the: Montgomery Elementary School.

Using the 2009 edition of the International Fire Code for guidance, the Fire Marshal's Office offers the following comments:

1. **503.1.1 Buildings and facilities.** *Approved* fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall extend to within 150 feet (45720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an *approved* route around the exterior of the building or facility.  
**Exception:** The *fire code official* is authorized to increase the dimensions of 150 feet (45720 mm) where:
  1. The building is equipped throughout with an *approved* automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
  2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an *approved* alternative means of fire protection is provided.
  3. There are not more than two Group R-3 or Group-U occupancies.

**COMMENT: It appears that portions of the rear of the building are more than 150 feet from the driveway and/or parking lot. The applicant should provide measurements to document the distance from the driveway and parking lot. In addition, the applicant should request that the dimension of 150 feet be increased given the fact that the building is equipped throughout with an approved automatic sprinkler system.**

2. **503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm) exclusive of shoulders, except for *approved* security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).  
**COMMENT: Applicant should provide the dimensions of the driveways in order to be considered as a fire access road.**

3. **503.2.4 Turning radius.** The required turning radius of a fire apparatus access road shall be determined by the *fire code official*.

**COMMENT: Applicant should provide a plan showing that our fire apparatus can maneuver the fire access roads.**

4. **503.3 Marking.** Where required by the *fire code official*, *approved* signs or other *approved* notices or markings that include the words NO PARKING – FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. “NO PARKING FIRE LANE” signage SHALL be provided at all fire lanes at intervals of not more than 50 ft. or as otherwise directed by the Fire Marshal’s Office.

- Fire apparatus roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as a *fire lane*.
- Fire apparatus access roads more than 26 feet wide (7925 mm) to 32 feet wide (9754 mm) shall be posted on one side of the road as a *fire lane*.

**COMMENT: Applicant should provide the dimensions of the driveways and provide No Parking signs in compliance with the code.**

5. **505.1 Address identification.** New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 05. Inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure.

**Comment: Street address numbers shall be provided if they are not currently posted on the building as directed by the Fire Marshal’s Office.**

6. **912.0 Fire Department Connection(s).** Fire department connections shall be installed in accordance with the NFPA standard applicable to the system design and shall comply with Sections 912.2 through 912.6. A fire hydrant shall be located within 100 feet of Fire Department connection.

**COMMENT: Applicant should indicate the location of the fire department connection.**

7. **B105.2 Buildings other than one-and two-family dwellings.** The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.1.

**Exception:** A reduction in required fire-flow of up to 75 percent, as *approved*, allowed when the building is provided with an *approved automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration as specified in Table B105.1.

8. **D105.1 Where required.** Buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with *approved* fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility power lines shall not be located within the aerial fire apparatus access roadway.

**COMMENT: Applicant should indicate the height of the building.**

9. **D105.2 Width.** Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7925 mm), exclusive of shoulders, in the immediate vicinity of any building or portion of building more than 30 feet (9144 m) in height.

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### GENERAL COMMENTS

10. All buildings that are 5,000 square feet or more shall be fully sprinklered.

**COMMENT: At the end of construction, the building will be fully sprinkled.**

11. Any gas services that are accessible/vulnerable to vehicular traffic SHALL have approved vehicle impact protection installed.

12. All buildings of Truss Construction SHALL comply with the Montgomery Township Truss Ordinance #04-188. Truss emblems can be obtained through the Fire Marshal's Office or Code Enforcement Office. The Fire Marshal's Office SHALL be contacted in regards to placement of truss placard.

**COMMENT: In the event the truss placard should be relocated due to construction.**

13. Fire Department key boxes (Knox Box) SHALL be provided on buildings at an approved location. Knox Box forms are available through the Fire Marshals or Code Enforcement Office.

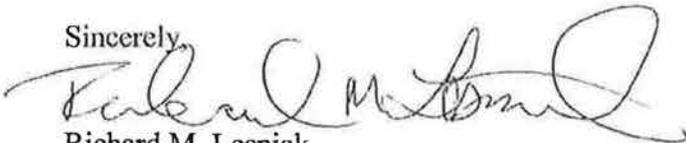
**COMMENT: In the event the Knox Box should be relocated due to construction.**

14. All applicants are to contact the Code Enforcement Office when underground piping is being hydrostatically tested on site. Applicants are also reminded that flushing of the underground piping SHALL be witnessed by a township official prior to final riser connections per NFPA 13.

The Fire Marshal's Office recommends that the proposed plans need to be revised and reviewed by the Fire Marshal prior to the development being approved.

Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Richard M. Lesniak  
Director of Fire Services

**ZONING ORDINANCE  
PLAN REVIEW  
Montgomery Elementary School**

DATE: December 28, 2015

PLAN REVIEW – Montgomery Elementary School – 1221 Stump Road  
LD/S # 686

DEVELOPMENT NAME: Montgomery Elementary School – 1221 Stump Road  
LOCATION: 1221 Stump Road  
LOT NUMBER & SUBDIVISION:  
ZONING DISTRICT: R1 - Residential  
PROPOSED USE: Education – Elementary School  
ZONING HEARING BOARD APPROVAL REQUIRED? NO  
CONDITIONAL USE APPROVAL REQUIRED? NO

	Proposed	Required	Approved	Not Approved	WAIVER
USE	Education		X – SE 5.27.64		
HEIGHT	?????	35 ft.			
LOT SIZE	22.13 acres	5 acres	X		
SETBACKS					
FRONT	219.8 ft.	100 ft.	X		
SIDES	179+	100 ft.	X		
REAR	100+	100 ft.	X		
BUFFERS					
SOFTENING	Use Existing	20 ft. Perimeter			X
SCREENING	Use Existing	20 ft. Perimeter			X
BUILDING COVERAGE	7.7%	10%	X		
IMPERVIOUS COVERAGE	24.1%	Max 30%	X		
GREEN AREA	75.9%	Min 70%	X		

ADDITIONAL COMMENTS

- The Zoning Standards Table shall identify proposed building height.

  
ZONING OFFICER

12.28.15  
DATE

**MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS**  
JOSH SHAPIRO, CHAIR  
VALERIE A. ARKOOSH, MD, MPH, VICE CHAIR  
BRUCE L. CASTOR, JR., COMMISSIONER



**MONTGOMERY COUNTY  
PLANNING COMMISSION**  
MONTGOMERY COUNTY COURTHOUSE • PO Box 311  
NORRISTOWN, PA 19404-0311  
610-278-3722  
FAX: 610-278-3941 • TDD: 610-631-1211  
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP  
EXECUTIVE DIRECTOR

December 29, 2015

Mr. Bruce S. Shoupe, Director of Planning/Zoning  
Montgomery Township  
1001 Stump Road  
Montgomeryville, Pennsylvania 18936-9605

Re: MCPC #15-0297-001  
Plan Name: Montgomery Elementary School - 1221 Stump Road (LD/S #686)  
(1 lot comprising 25.88 acres)  
Situate: Stump Road (west)/north of Steeplechase Drive  
Montgomery Township

Dear Mr. Shoupe:

We have reviewed the above-referenced land development plan in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on December 21, 2015. We forward this letter as a report of our review.

## BACKGROUND

The applicant, North Penn School District, proposes to renovate the Montgomery Elementary School, currently located on a 25.88-acre parcel zoned R-1 Residential. The renovations will include an addition to the existing building as well as relocation and realignment of parking and playground facilities, expanded vehicular access to Stump Road, exterior building accessibility changes, and stormwater management improvements.

## SCHOOL REVIEW

Because the proposed school project does not involve the acquisition of land, the sale or lease of a school facility or the construction of a new school facility where no facility existed before, the Montgomery County Planning Commission will not be conducting a separate school review under



Section 305 of Act 247, The Pennsylvania Municipalities Planning Code. Instead, this letter will function as our official Section 305 school review, and we have no comments or recommendations on this school proposal in relation to the county comprehensive plan.

## RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal, however, in the course of our review we have identified the following issues that the applicant and municipality may wish to consider prior to final plan approval. Our comments are as follows:

## REVIEW COMMENTS

### SITE PLAN

- A. Unclear Demolition Plan - The plans as provided to the MCPC are unclear as to the precise demolition process of the modular classrooms and new location of the remaining trailers on the site. The site improvements plan indicates that trailers will be relocated to the existing drop-off circle on the western edge of the building, which raises a number of questions. Will these trailers become a permanent part of the site? Will these trailers lie across the currently existing concrete curb and into the current driveway? Will supports be placed under the corner of the trailer that would encroach onto the driveway? To what extent will the existing western driveway be used?
- B. Additional Building Coverage Information - Since the project proposes permanent addition of classroom space to the school facility, the exact amount of additional square footage to be added should be listed on the plans. Phone calls to the applicant's facilities director and plan engineer during this county review process were successful in obtaining information on the square footage removed as well as plan view and architectural figures for the new construction for County tracking purposes.

### CONNECTIONS TO SURROUNDING AREAS

- A. Connection to Adjacent US Route 202 Parkway Trail - The US Route 202 Parkway Trail, connecting North Wales and Doylestown, runs adjacent to the elementary school property. As part of Montgomery County's recently passed comprehensive plan, *Montco 2040: A Shared Vision*, the County is committed to working with local municipalities to increase connections to the trail system. We would encourage the applicant to investigate what would be needed to connect the already existing trail along the southwestern boundary of the property to the Parkway Trail. Aerial photography from several years ago appears to show that the trail previously connected to the neighborhood across the 202 Parkway right-of-way.

## **PARKING AREAS**

### **A. Circulation:**

1. The new designated student pick-up and drop-off area for private vehicles on the northeast side of the building is accessible via a one-way driveway from the northern access driveway to the site. The applicant should consider using signage to direct circulating traffic in the correct direction through the parking lot, especially to prevent head-on collisions or wrong-way travel down the drop-off lane adjacent to the school building.
2. We commend the applicant for proposing to add marked crosswalks across the driveway entrances along Stump Road to maintain a consistent pedestrian path across the entire frontage of the property to promote a safe route to school for students and community members. An additional striped crosswalk on the northeast side of the main driveway stretching across the beginning of the turn-off for the drop-off lane, would allow for a continuous path for pedestrians and enhance pedestrian safety.

### **B. Opportunities for Green Parking:**

1. We commend the applicant for including provisions for a large planting island and other landscaped areas in the redesigned parking area on the north side of the property. We would encourage the applicant and township to consider including as many green parking features as possible for all parking areas on the property, including permeable pavement, naturalized draining areas, and shaded parking spaces. The Montgomery County Planning Commission's 2015 report *Sustainable Green Parking Lots*, available at <http://www.montcopa.org/DocumentCenter/View/9735>, offers specific examples and suggestions for implementation.
2. There is additional incentive for the township to encourage the applicant to implement some (or many) of these green parking suggestions, as the sustainability lessons on display could tie in with elementary education curricula, while the implementation of green parking features at a community institution may lead residents to adopt some of the ideas on their own private property.

## **CONCLUSION**

We wish to reiterate that MCPC supports the applicant's proposal but we believe that our suggested revisions will better achieve Montgomery Township's planning objectives for the improved school property.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

Sincerely,



Matthew Popek, Transportation Planner  
[mpopek@montcopa.org](mailto:mpopek@montcopa.org) – 610-278-3730

c: North Penn School District, Applicant  
Bonnett Associates Incorporated, Applicant's Representative  
Lawrence Gregan, Twp. Manager  
Jonathan Trump, Chrm., Twp. Planning Commission  
Frank Bartle, Twp. Solicitor  
Russell Dunlevy, Twp. Engineer  
Ken Amey, Twp. Planning Consultant

Attachments: Aerial Photograph of Site  
Reduced Copy of Applicant's Record Plan  
Reduced Copy of Applicant's Site Improvements Plan

Aerial – Montgomery Elementary School, Montgomery Township



Montgomery Elementary School  
MCPC #150297001

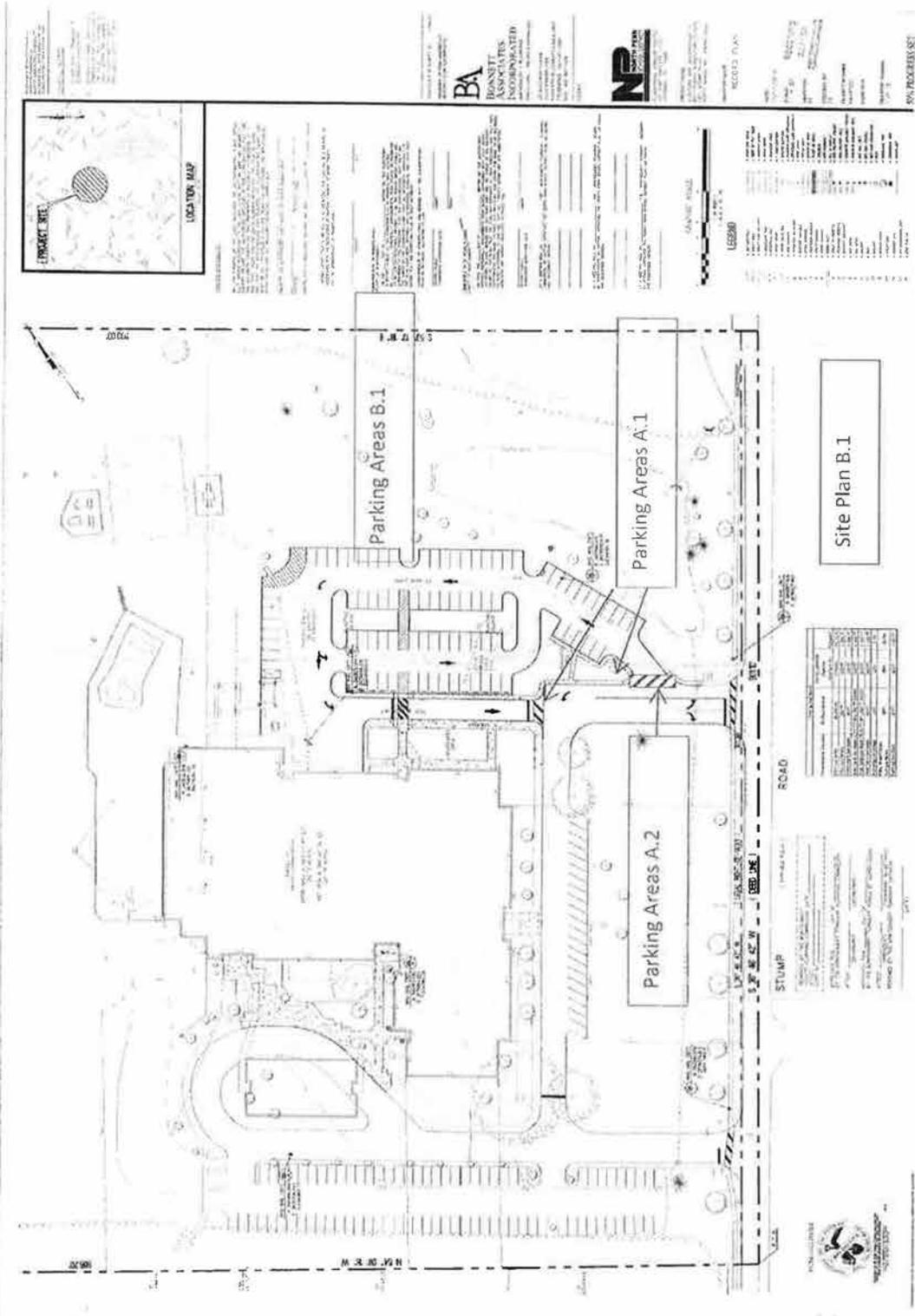
Montgomery  
County  
Planning  
Commission  
Montgomery County Courthouse - Planning Commission  
PO Box 311 - Norristown, PA 19384-0311  
610.278.2122 • 610.278.2044  
www.montcoplan.com

Year 2010 aerial photograph provided by the  
Delaware Valley Region of Planning Commissions

0 100 200 300 feet



Record Plan – Montgomery Elementary School, Montgomery Township





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

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SUBJECT: Consider Adoption of Proposed Ordinance #15-291 - Amending Chapter 206 of the Township Code – Stormwater Management Regulations

MEETING DATE: January 4, 2016

ITEM NUMBER: **#28**

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

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

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BACKGROUND:

The Wissahickon Creek Watershed Stormwater Act 167 Management Plan was adopted by Montgomery County on March 6, 2015 and approved by the Department of Environmental Protection on July 10, 2015.

Pursuant to the Pennsylvania Stormwater Management Act each municipality within the area tributary to the Wissahickon Creek is covered by this Plan and is required to adopt or amend and implement ordinances and regulations including zoning, subdivision and development, building code, and erosion and sedimentation ordinances that are necessary to regulate development within the Township in a manner consistent with this Plan and provisions of the Pennsylvania Stormwater Management Act. Approximately 10% of Montgomery Township is tributary to and falls within the area of the Wissahickon Creek Watershed.

Township staff, Township Solicitor and the Township Engineer have prepared the attached Proposed Ordinance #15–291 to amend Chapter 206 of the Township Code entitled the Montgomery Township Stormwater Management Ordinance to implement the requirements of the Wissahickon Creek Watershed Act 167 plan.

A copy of the proposed ordinance is attached in compare version to the current storm water management ordinance to identify the changes being implemented with this amendment. Also attached is a copy of the new Riparian Buffer Trail Guidelines which are an appendix in the ordinance.

The deadline for adopting the ordinance to satisfy these requirements is January 18, 2016.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None, the adoption of these regulations is mandated by the Pennsylvania Storm Water Management Act.

BUDGET IMPACT:

None. Implementation of the regulations will be handled through the issuance of stormwater permits subject to a fee schedule adopted by the Board.

RECOMMENDATION:

Adopt Proposed Ordinance #15-291 - Amending Chapter 206 of the Township Code – Stormwater Management Ordinance to comply with the provisions of the Wissahickon Creek Watershed Act 167 Stormwater Management Plan.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt Ordinance #15-291 - Amending Chapter 206 of the Township Code – Stormwater Management Ordinance to comply with the provisions of the Wissahickon Creek Watershed Act 167 Stormwater Management Plan.

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
Michael J. Fox	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

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

**MONTGOMERY TOWNSHIP**  
Montgomery County, Pennsylvania

ORDINANCE #15-291

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AN ORDINANCE AMENDING CHAPTER 206 OF THE TOWNSHIP'S CODE, ENTITLED "THE MONTGOMERY TOWNSHIP STORMWATER MANAGEMENT ORDINANCE", MAKING PROVISIONS TO IMPLEMENT THE REQUIREMENTS OF THE WISSAHICKON CREEK WATERSHED ACT 167 PLAN.

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**MONTGOMERY TOWNSHIP**  
Montgomery County, Pennsylvania

ORDINANCE #15-291

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AN ORDINANCE AMENDING CHAPTER 206 OF THE TOWNSHIP'S CODE, ENTITLED "THE MONTGOMERY TOWNSHIP STORMWATER MANAGEMENT ORDINANCE", MAKING PROVISIONS TO IMPLEMENT THE REQUIREMENTS OF THE WISSAHICKON CREEK WATERSHED ACT 167 PLAN.

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**NOW, THEREFORE**, it is hereby **ENACTED** and **ORDAINED** by the Montgomery Township Board of Supervisors as follows:

**SECTION 1.**        **Montgomery Township Stormwater Management Ordinance Amendment.**

Chapter 206 of the Montgomery Township Code, entitled "The Montgomery Township Stormwater Management Ordinance"/, shall be amended to implement the requirements of the Wissahickon Creek Watershed Act 167 Plan and shall read as follows:

**CHAPTER 206**  
Stormwater Management Ordinance

**ARTICLE I**  
GENERAL PROVISIONS

**§206-1. Short Title.**

This Ordinance shall be known and may be cited as the "Montgomery Township Stormwater Management Ordinance."

**§206-2. Statement of Findings**

The Board of Supervisors finds that:

- A. Inadequate management of accelerated stormwater runoff resulting from development and redevelopment throughout a watershed increases flood flows and velocities, contributes to erosion and sedimentation, overtaxes the carrying capacity of streams and storm sewers, greatly increases the cost of public facilities to convey and manage stormwater, undermines floodplain management and flood reduction

efforts in upstream and downstream communities, reduces groundwater recharge, and threatens public health and safety.

- B. Inadequate planning and management of stormwater runoff resulting from land development and redevelopment throughout a watershed can also harm surface water resources by changing the natural hydrologic patterns, accelerating stream flows (which increase scour and erosion of streambeds and streambanks, thereby elevating sedimentation), destroying aquatic habitat, and elevating aquatic pollutant concentrations and loadings such as sediments, nutrients, heavy metals, and pathogens.
- C. A comprehensive program of stormwater management (SWM), including reasonable regulation of development and activities causing accelerated runoff, is fundamental to the public health, safety, welfare, and the protection of the people of the Township and all the people of the Commonwealth, their resources, and the environment.
- D. Stormwater is an important water resource by providing groundwater recharge for water supplies and base flow of streams, which also protects and maintains surface water quality.
- E. Public education on the control of pollution from stormwater is an essential component in successfully addressing stormwater.
- F. Federal and state regulations require certain municipalities to implement a program of stormwater controls. These municipalities are required to obtain a permit for stormwater discharges from their separate storm sewer systems under the National Pollutant Discharge Elimination System (NPDES).
- G. Impacts from stormwater runoff can be minimized by using project designs that maintain the natural hydrologic regime and sustain high water quality, groundwater recharge, stream baseflow, and aquatic ecosystems.
- H. Nonstormwater discharges to municipal separate storm sewer systems can contribute to pollution of waters of the Commonwealth.

### **§206-3. Purpose**

The purpose of this Ordinance is to promote the public health, safety, and welfare within the Township by maintaining the natural hydrologic regime and by minimizing the harms and maximizing the benefits described in Section 206-2, through provisions designed to:

- A. Meet legal water quality requirements under state law, including regulations at 25 Pa. Code 93 to protect, maintain, reclaim, and restore the existing and designated uses of the waters of this Commonwealth.
- B. Minimize increases in stormwater volume and control peak flows.
- C. Minimize impervious surfaces.
- D. Provide review procedures and performance standards for stormwater planning and management.
- E. Preserve the natural drainage systems as much as possible.
- F. Manage stormwater impacts close to the runoff source, requiring a minimum of structures and relying on natural processes.

- G. Focus on infiltration of stormwater to maintain groundwater recharge, to prevent degradation of surface and groundwater quality, and to otherwise protect water resources.
- H. Preserve and restore the flood-carrying capacity of streams.
- I. Prevent scour and erosion of streambanks and stream beds.
- J. Provide standards to meet National Pollution Discharge Elimination System (NPDES) permit requirements.
- K. Address certain requirements of the Municipal Separate Stormwater Sewer System (MS4) NPDES Phase II Stormwater Regulations.
- L. Provide for proper operation and maintenance of all stormwater management facilities and Best Management Practices (BMPs) that are implemented in the Township.
- M. Implement the requirements of the Neshaminy Creek Watershed Act 167 Stormwater Management Plan (includes Little Neshaminy Creek Watershed).
- N. Implement the requirements of the Wissahickon Creek Watershed Act 167 Plan.

**§206-4. Statutory Authority**

The Township is empowered to regulate land use activities that affect runoff, surface, and groundwater quality and quantity by the authority of:

- A. Pennsylvania Municipalities Planning Code, Act 247, as amended.
- B. Second Class Township Code (Act 69 of 1933, P.L. 103; 53 P.S. § 65101, as amended).

**§206-5. Applicability/Regulated Activities**

All regulated activities and all activities that may affect stormwater runoff, including Land Development and Earth Disturbance Activity, are subject to regulation by this Ordinance.

Regulated activities include, but are not limited to;

1. Land development,
2. Subdivisions,
3. Prohibited or polluted discharges,
4. Alteration of the natural hydrologic regime,
5. Construction or reconstruction of, or addition of new impervious or semi-pervious surfaces (i.e., driveways, parking lots, roads, etc.), except for reconstruction of roads where there is no increase in impervious surface,
6. Construction of new buildings or additions to existing buildings,
7. Redevelopment,
8. Diversion piping or encroachments in any natural or man-made channel, and
9. Nonstructural and structural stormwater management Best Management Practices (BMPs) or appurtenances thereto.

10. Earth disturbance activities of equal to or greater than 1,000 square feet.

11. Any of the above regulated activities which were approved more than five (5) years prior to the effective date of this Ordinance and resubmitted for municipal approval.

**§206-6. Exemptions**

A. Table 206-6.1 summarizes the exemptions from certain requirements in this Ordinance. “Proposed Impervious Surface” in Tables 206-6.1 includes new, additional, or replacement impervious surface/cover. “Repaving” existing surfaces without reconstruction (see Section 206-10) does not constitute replacement.

**Table 206-6.1: Exemption Thresholds**

Ordinance Article or Section	Type of Project	< 5,000 sq. ft. Disturbed Area and Proposed Impervious Surface			≥ 5,000 sq. ft. Disturbed Area
		0 to 1,000 sq. ft.	>1,000 to <5,000 sq. ft.	≥5,000 sq. ft.	
Article IV SWM Site Plan Requirements	All Development	Exempt	Not Exempt (except residential activity)	Not Exempt	Not Exempt
Appendix F Non-Engineered Small Project Site Plan	Only Residential Development Applicable	Exempt	Not Exempt	Not Applicable	Not Applicable
Section 206-14 Volume Control Requirements	All Development	Not Applicable	Not Exempt	Not Exempt	Not Exempt
Section 206-15 Peak Rate Control Requirements	All Development	Exempt	Exempt	Not Exempt	Not Exempt
Section 206-16 Nonstructural Project Design Requirements	All Development	Exempt	Not Exempt	Not Exempt	Not Exempt
Section 206-17 Stream Bank Erosion Requirements	All Development	Exempt	Not Exempt	Not Exempt	Not Exempt
Section 206-13 Erosion and Sediment Pollution Control Requirements	See Table 206-6.2				

Article V Inspections	All Development	Exempt	Not Exempt	Not Exempt	Not Exempt
Article VII Maintenance Responsibilities	All Development	Exempt	Not Exempt	Not Exempt	Not Exempt

**Table 206-6.2: Erosion and Sediment Pollution Control Exemption Thresholds**

Disturbed Area	Written E&S Plan	E&S Plan Review for Adequacy by MCCD	E&S Plan Review for Adequacy by the Township	NPDES Permit	Written PCSM Plan Required
0 – 1,000 sq. ft.	Not required unless in HQ or EV watershed, or is a condition of other State permit.	Exempt	Exempt	Exempt	Exempt
1,000 - 5,000 sq. ft.	Required by the Township	Exempt	Not Exempt	Exempt	Per Table 206-6.1
5,000 sq. ft. to < 1 acre	Required by the Township	Required by Township	Not Exempt	Exempt	Per Table 206-6.1
1 acre or greater	Required by MCCD	Required by MCCD	Not Exempt	Not Exempt	Per Table 206-6.1

- B. Agricultural activity is exempt from the peak rate control requirements and SWM Site Plan preparation requirements of this Ordinance provided the activities are performed according to the requirements of 25 Pa. Code 102.
- C. Forest management and timber operations are exempt from the peak rate control requirements and SWM Site Plan preparation requirements of this Ordinance provided the activities are performed according to the requirements of 25 Pa. Code 102.
- D. Any aspect of BMP maintenance to an existing SWM system made in accordance with plans and specifications approved by the Township is exempt.
- E. The use of land for gardening and/or landscaping for home consumption is exempt from the requirements of this ordinance.
- F. Exemptions from any provisions of this Ordinance shall not relieve the applicant from the requirements in Section 206-11.D through L.
- G. Infiltration Exemptions
  - (1) Depth to Limiting Zone - A minimum of two (2) feet of soil suitable for infiltration must exist between the invert of the infiltration BMP and the top of the nearest

limiting zone. Otherwise, the Volume Control requirement shall not be applied to the development site, and the entire volume must be treated.

#### H. Hotspots

- (1) Stormwater Hotspots – Appendix D contains a list of types of hotspots that may be recognized by the Township. If a site is a potential hotspot, it has important implications for how stormwater is managed. First and foremost, untreated stormwater runoff from hotspots concentrated into a collection system, shall not be recharged into groundwater where it may contaminate water supplies. Therefore, the Volume Control requirement shall NOT be applied to development sites that lie within a hotspot (the entire volume must still be treated). Second, a greater level of stormwater treatment shall be applied at hotspot sites to prevent pollutant washoff after construction. The Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) stormwater program requires some industrial sites to prepare and implement a stormwater pollution prevention plan.
- (2) Rate of Infiltration - When infiltration is not feasible due to poor infiltration rates or hotspot, the water quality volume must be treated by an approved SMP.

#### I. Additional Exemption Criteria:

- (1) Exemption Responsibilities – An exemption shall not relieve the Applicant from implementing such measures as are necessary to protect public health, safety, and property.
- (2) Drainage Problems – Where drainage problems are documented or known to exist downstream of or is expected from the proposed activity, the Township may deny exemptions.
- (3) Exemptions are limited to specific portions of this Ordinance.
- (4) HQ and EV Streams – The Township may deny exemptions in high quality (HQ) or exceptional value (EV) waters and Source Water Protection Areas (SWPA).
- (5) For a development taking place in stages, the entire development plan must be used in determining compliance with these exemption criteria. The starting point from which to consider tracts as “parent tracts” in which future subdivisions and respective impervious area computations are cumulatively considered shall be the date of the municipal adoption of the original Montgomery Township Stormwater Management Plan Ordinance [May 12, 2014].
  - (a) For example: If a property owner in Montgomery Township proposes a 300-square-foot shed after adoption of the municipal stormwater management ordinance, that property owner would be exempt from site plan and peak rate control requirements. If, at a later date, the property owner proposes to construct a garage and driveway adding an additional 1,300 square feet of impervious surface, the applicant would be required to submit a SWM Site Plan or Small Project SWM Site Plan (or if applicable a Fee-In-Lieu Of Alternative for Small Projects) in accordance with Article IV demonstrating the stormwater control requirements for the total impervious surface of 1,600 square feet.

J. The Township may deny or revoke any exemption pursuant to this Section at any time for any project that the Township believes may pose a threat to public health, safety, property or the environment.

### **§206-7. Compatibility with Other Ordinance or Legal Requirements**

Approvals issued pursuant to this Ordinance do not relieve the Applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance.

### **§206-8. Change of Appendices**

The Appendices listed below are incorporated herein by reference, as amended:

- (1) Appendix A – Stormwater Management Design Criteria
- (2) Appendix B – Low Impact Development Practices
- (3) Appendix C – Disconnected Impervious Area
- (4) Appendix D – Hot Spots
- (5) Appendix E – West Nile Virus Guidance
- (6) Appendix F – Small Project Stormwater Management Site Plan
- (7) Appendix G – Nonstructural Project Design Checklist
- (8) Appendix H – Riparian Buffer Trail Guidelines
- (9) Appendix I – References

## **ARTICLE II DEFINITIONS**

### **§206-9. Interpretation**

For the purposes of this Ordinance, certain terms and words used herein shall be interpreted as follows:

- A. Words used in the present tense include the future tense; the singular number includes the plural, and the plural number includes the singular; words of masculine gender include feminine gender; and words of feminine gender include masculine gender.
- B. The word “includes” or “including” shall not limit the term to the specific example, but is intended to extend its meaning to all other instances of like kind and character.
- C. The word “person” includes an individual, firm, association, organization, partnership, trust, company, corporation, unit of government, or any other similar entity.
- D. The words “shall” and “must” are mandatory; the words “may” and “should” are permissive.
- E. The words “used” or “occupied” include the words “intended, designed, maintained, or arranged to be used, occupied or maintained.”

## §206-10. Definitions

**Accelerated Erosion** – The removal of the surface of the land through the combined action of man’s activity and the natural processes of a rate greater than would occur because of the natural process alone.

**Agricultural Activity** – Activities associated with agriculture such as agricultural cultivation, agricultural operation, and animal heavy use areas. This includes the work of producing crops including tillage, land clearing, plowing, disking, harrowing, planting, harvesting crops or pasturing and raising of livestock and installation of conservation measures. Construction of new buildings or impervious area is not considered an agricultural activity.

**Alteration** – As applied to land, a change in topography as a result of the moving of soil and rock from one location or position to another; also the changing of surface conditions by causing the surface to be more or less impervious as the result of changing the land cover including the water, vegetation and bare soil.

**Annual Exceedance Probability** – See Return Period.

**Applicant** – A person who has filed an application for approval to engage in any Regulated Activity defined in Section 206-5.

**As-built Drawings** – Engineering or site drawings maintained by the Contractor as he constructs the project and upon which he documents the actual locations of the building components and changes to the original contract documents. These documents, or a copy of same, are turned over to the Qualified Professional at the completion of the project.

**Average Recurrence Interval** – See Return Period.

**Bankfull** – The channel at the top-of-bank, or point from where water begins to overflow onto a floodplain.

**Base Flow** – Portion of stream discharge derived from groundwater; the sustained discharge that does not result from direct runoff or from water diversions, reservoir releases, piped discharges, or other human activities.

**Best Management Practices (BMP)** – Activities, facilities, designs, measures, or procedures used to manage stormwater impacts from regulated activities, to meet state water quality requirements, to promote groundwater recharge, and to otherwise meet the purposes of this Ordinance. Stormwater BMPs are commonly grouped into one of two broad categories or measures: “structural” or “nonstructural.” In this Ordinance, nonstructural BMPs or measures refer to operational and/or behavior-related practices that attempt to minimize the contact of pollutants with stormwater runoff whereas structural BMPs or measures are those that consist of a physical device or practice that is installed to capture and treat stormwater runoff. Structural BMPs include, but are not limited to, a wide variety of practices and devices, from large-scale retention ponds and constructed wetlands, to small-scale underground treatment systems, infiltration facilities, filter strips, low impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested buffers, sand filters, detention basins, and manufactured devices. Structural stormwater BMPs are permanent appurtenances to the project site.

**Bioretention** – A stormwater retention area that utilizes woody and herbaceous plants and soils to remove pollutants before infiltration occurs.

**Buffer** – The area of land immediately adjacent to any stream, measured perpendicular to and horizontally from the top-of-bank on both sides of a stream (see Top-of-bank).

**Channel** – An open drainage feature through which stormwater flows. Channels include, but shall not be limited to, natural and man-made watercourses, swales, streams, ditches, canals, and pipes that convey continuously or periodically flowing water.

**Cistern** – An underground reservoir or tank for storing rainwater.

**Conservation District** – The Montgomery County Conservation District (MCCD).

**Culvert** – A structure with its appurtenant works, which carries water under or through an embankment or fill.

**Curve Number** – Value used in the Soil Cover Complex Method. It is a measure of the percentage of precipitation which is expected to run off from the watershed and is a function of the soil, vegetative cover, and tillage method.

**Dam** – A man-made barrier, together with its appurtenant works, constructed for the purpose of impounding or storing water or another fluid or semifluid. A dam may include a refuse bank, fill or structure for highway, railroad or other purposes which impounds or may impound water or another fluid or semifluid.

**Department** – The Pennsylvania Department of Environmental Protection (PADEP).

**Design Professional (Qualified)** – A Pennsylvania Registered Professional Engineer, Registered Landscape Architect or Registered Professional Land Surveyor trained to develop stormwater management plans.

**Design Storm** – The magnitude and temporal distribution of precipitation from a storm event measured in probability of occurrence (e.g., a 5-year storm) and duration (e.g., 24-hours), used in the design and evaluation of stormwater management systems. See Return Period.

**Detention Basin** – An impoundment designed to collect and retard stormwater runoff by temporarily storing the runoff and releasing it at a predetermined rate. Detention basins are designed to drain completely soon after a rainfall event and become dry until the next rainfall event.

**Detention Volume** – The volume of runoff that is captured and released into the Waters of the Commonwealth at a controlled rate.

**Developer** – Any landowner, agent of such landowner or tenant with the permission of such landowner who makes or causes to be made a subdivision of land or a land development or who seeks to undertake any regulated earth disturbance activity.

**Development** – Any human-induced change to improved or unimproved real estate, whether public or private, including but not limited to land development, construction, installation, or expansion of a building or other structure, land division, street construction, drilling, and site alteration such as embankments, dredging, grubbing, grading, paving, parking or storage facilities, excavation, filling, stockpiling, or clearing. As used in this ordinance, development encompasses both new development and redevelopment.

**Development Site** – The specific tract or parcel of land where any regulated activity set forth in 206-5 is planned, conducted or maintained.

**Diffused Drainage Discharge** – Drainage discharge that is not confined to a single point location or channel, including sheet flow or shallow concentrated flow.

**Discharge** – 1. (verb) To release water from a project, site, aquifer, drainage basin or other point of interest (verb); 2. (noun) The rate and volume of flow of water such as in a stream, generally expressed in cubic feet per second. See also Peak Discharge.

**Discharge Point** – The point of discharge for a stormwater facility.

**Disconnected Impervious Area (DIA)** – An impervious or impermeable surface that is disconnected from any stormwater drainage or conveyance system and is redirected or directed to a pervious area, which allows for infiltration, filtration, and increased time of concentration as specified in Appendix C, Disconnected Impervious Area.

**Disturbed Areas** – Unstabilized land area where an earth disturbance activity is occurring or has occurred.

**Ditch** – A man-made waterway constructed for irrigation or stormwater conveyance purposes.

**Drainage Conveyance Facility** – A stormwater management facility designed to transport stormwater runoff that includes channels, swales, pipes, conduits, culverts, and storm sewers.

**Drainage Easement** – A right granted by a landowner to a grantee, allowing the use of private land for stormwater management purposes.

**Drainage Permit** – A permit issued by the Township after the SWM Site Plan has been approved.

**Earth Disturbance Activity** – A construction or other human activity that disturbs the surface of land, including, but not limited to, clearing and grubbing, grading, excavations, embankments, land development, agricultural plowing or tilling, timber harvesting activities, road maintenance activities, mineral extraction, and the moving, depositing, stockpiling, or storing of soil, rock or earth materials.

**Emergency Spillway** – A conveyance area that is used to pass peak discharge greater than the maximum design storm controlled by the stormwater facility.

**Encroachment** – A structure or activity that changes, expands or diminishes the course, current or cross section of a watercourse, floodway or body of water.

**Existing Resources and Site Analysis Map** – A base map which identifies fundamental environmental site information including floodplains, wetlands, topography, vegetative site features, natural areas, prime agricultural land and areas supportive of endangered species.

**Erosion** – The process by which the surface of the land, including water/stream channels, is worn away by water, wind, or chemical action.

**Erosion and Sediment Control Plan** – A site-specific plan identifying BMPs to minimize accelerated erosion and sedimentation. For agricultural plowing or tilling activities, the Erosion and Sediment Control Plan is that portion of a conservation plan identifying BMPs to minimize accelerated erosion and sedimentation.

**Exceptional Value Waters** – Surface waters of high quality which satisfy Pennsylvania Code Title 25 Environmental Protection, Chapter 93, Water Quality Standards, §93.4b(b) (relating to antidegradation).

**Existing Conditions** – The initial condition of a project site prior to the proposed alteration.

**Existing Recharge Area** – Undisturbed surface area or depression where stormwater collects and a portion of which infiltrates and replenishes the groundwater.

**Flood** – A temporary condition of partial or complete inundation of land areas from the overflow of streams, rivers, and other waters of the Commonwealth.

**Floodplain** – Any land area susceptible to inundation by water from any natural source or as delineated by applicable Department of Housing and Urban Development, Federal Insurance Administration Flood Hazard Boundary Map as being a special flood hazard area. That area defined in the Township Zoning Ordinance as the Floodplain Conservation District; the floodplain definition contained therein is made part of this chapter by reference.

**Floodway** – The channel of a watercourse and those portions of the adjoining floodplains that are reasonably required to carry and discharge the 100-year frequency flood. Unless otherwise specified, the boundary of the floodway is as indicated on Flood Insurance Rate Maps (FIRMs) and flood insurance studies provided by FEMA. In an area where no FEMA maps or studies have defined the boundary of the 100-year frequency floodway, it is assumed, absent evidence to the contrary, that the floodway extends fifty (50) feet from the top-of-bank on each side of the stream.

**Forest Management/Timber Operations** – Planning and associated activities necessary for the management of forestland. These include timber inventory and preparation of forest management plans, silvicultural treatment, cutting budgets, logging road design and construction, timber harvesting, and reforestation.

**Freeboard** – A vertical distance between the elevation of the design high-water and the top of a dam, levee, tank, basin, swale, or diversion berm. The space is required as a safety margin in a pond or basin.

**Grade** – 1. (noun) A slope, usually of a road, channel or natural ground specified in percent and shown on plans as specified herein. 2. (verb) To finish the surface of a roadbed, the top of an embankment, or the bottom of excavation.

**Groundwater** – Water beneath the earth's surface that supplies wells and springs, and is often between saturated soil and rock.

**Groundwater Recharge** – The replenishment of existing natural underground water supplies from rain or overland flow.

**HEC-HMS** – The U.S. Army Corps of Engineers, Hydrologic Engineering Center (HEC) - Hydrologic Modeling System (HMS). This model was used to model the Neshaminy Creek watershed during the Act 167 Plan development and was the basis for the Standards and Criteria of this Ordinance.

**High Quality Waters** – Surface waters having quality which exceeds levels necessary to support propagation of fish, shellfish, and wildlife and recreation in and on the water by satisfying Pennsylvania Code Title 25 Environmental Protection, Chapter 93 Water Quality Standards, § 93.4b(a).

**Hot spot** – An area where land use or activity generates highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. Typical pollutant loadings in stormwater may be found in Chapter 8 Section 6 of the *Pennsylvania Stormwater Best Management Practices Manual, Pennsylvania Department of Environmental Protection (PADEP) no. 363-0300-002 (2006)*. More information concerning hot spots may be found in Section 206-6.

**Hydrograph** – A graph representing the discharge of water versus time for a selected point in the drainage system.

**Hydrologic Regime** – The hydrologic cycle or balance that sustains quality and quantity of stormwater, baseflow, storage, and groundwater supplies under natural conditions.

**Hydrologic Soil Group** – A classification of soils by the Natural Resources Conservation Service, formerly the Soil Conservation Service, into four runoff potential groups. The groups range from A soils, which are very permeable and produce little runoff, to D soils, which are not very permeable and produce much more runoff.

**Impervious Material** – Any materials that do not permit the natural absorption and permeation by soils of rain or other surface water, to include but not be limited to all concrete, asphalt, and similar paving products, earthen materials (brick, stone), chemical treatment of soils or artificial ground covers as may be used in the construction of roads, walks, driveways, parking areas, patios and recreation facilities.

**Impervious Surface** – A surface that prevents the infiltration of water into the ground. Impervious surfaces include, but are not limited to, streets, sidewalks, pavement roofs, or driveway areas. Any surface areas designed to be gravel or crushed stone shall be regarded as impervious surfaces.

**Impoundment** – A retention or detention basin designed to retain stormwater runoff and release it at a controlled rate.

**Infill development** – Development that occurs on smaller parcels that remain undeveloped but are within or very close proximity to urban or densely developed areas. Infill development usually relies on existing infrastructure and does not require an extension of water, sewer or other public utilities.

**Infiltration** – Movement of surface water into the soil, where it is absorbed by plant roots, evaporated into the atmosphere, or percolated downward to recharge groundwater.

**Infiltration Structures** – A structure designed to direct runoff into the underground water (e.g., French drains, seepage pits, or seepage trenches).

**Initial Abstraction (I<sub>a</sub>)** – The value used to calculate the volume or peak rate of runoff in the soil cover complex method. It represents the depth of rain retained on vegetation plus the depth of rain stored on the soil surface plus the depth of rain infiltrated prior to the start of runoff.

**Inlet** – The upstream end of any structure through which water may flow.

**Intermittent Stream** – A stream that flows only part of the time. Flow generally occurs for several weeks or months in response to seasonal precipitation or groundwater discharge.

**Karst** – A type of topography or landscape characterized by surface depressions, sinkholes, rock pinnacles/uneven bedrock surface, underground drainage, and caves. Karst is formed on carbonate rocks, such as limestone or dolomite.

**Land Development** – Any of the following activities:

- a) The improvement of one lot or two or more contiguous lots, tracts, or parcels of land for any purpose involving:
  - (1) A group of two or more residential or nonresidential buildings, whether proposed initially or cumulatively, or a single nonresidential building on a lot or lots regardless of the number of occupants or tenure, or
  - (2) The division or allocation of land or space, whether initially or cumulatively, between or among two or more existing or prospective occupants by means of, or for the purpose of streets, common areas, leaseholds, condominiums, building groups, or other features;
- b) A subdivision of land;
- c) Development in accordance with Section 503(1.1) of the PA Municipalities Planning Code.

**Limiting Zone** – A soil horizon or condition in the soil profile or underlying a stratum that includes one of the following:

- a) A seasonal high water table, whether perched or regional, determined by direct observation of the water table or indicated by soil mottling.
- b) A rock with open joints, fracture or solution channels, or masses of loose rock fragments, including gravel, with sufficient fine soil to fill the voids between the fragments.
- c) A rock formation, other stratum, or soil condition that is so slowly permeable that it effectively limits downward passage of water.

**Lot** – A designated parcel, tract or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit.

**Low Impact Development (LID) Practices** – Practices that will minimize proposed conditions runoff rates and volumes, which will minimize needs for artificial conveyance and storage facilities.

**Main Stem (Main Channel)** – Any stream segment or other runoff conveyance used as a reach in the applicable watershed hydrologic model.

**Manning Equation (Manning Formula)** – A method for calculation of velocity of flow (e.g., feet per second) and flow rate (e.g., cubic feet per second) in open channels based upon channel shape, roughness, depth of flow and slope. “Open channels” may include closed conduits so long as the flow is not under pressure.

**MCCD** – The Montgomery County Conservation District.

**Municipality** – Montgomery Township, Montgomery County, Pennsylvania.

**Natural Hydrologic Regime** (see Hydrologic Regime).

**Neshaminy Creek Watershed Act 167 Stormwater Management Plan** – The watershed plan for managing those land use activities that will influence stormwater

runoff quality and quantity and that would impact the Neshaminy Creek watershed adopted by Bucks and Montgomery Counties as required by the Act of October 4, 1978, P.L. 864 (Act 167).

**Nonpoint Source Pollution** – Pollution that enters a water body from diffuse origins in the watershed and does not result from discernible, confined, or discrete conveyances.

**Nonstormwater Discharges** – Water flowing in stormwater collection facilities, such as pipes or swales, which is not the result of a rainfall event or snowmelt.

**NPDES** – National Pollutant Discharge Elimination System, the federal government’s system for issuance of permits under the Clean Water Act, which is delegated to PADEP in Pennsylvania.

**NRCS** – Natural Resource Conservation Service (previously Soil Conservation Service).

**Outfall** – “Point source” as described in 40 CFR § 122.2 at the point where the Township’s storm sewer system discharges to surface Waters of the Commonwealth.

**Outlet** – Points of water disposal to a stream, river, lake, tidewater or artificial drain.

**PADEP** – The Pennsylvania Department of Environmental Protection.

**Parent Tract** – The parcel of land from which a land development or subdivision originates, determined from the date of Township adoption of this ordinance.

**Peak Discharge** – The maximum rate of stormwater runoff from a specific storm event.

**Penn State Runoff Model (PSRM)** – The computer-based hydrologic model developed at the Pennsylvania State University.

**Perennial Stream** – A stream which contains water at all times except during extreme drought.

**Pipe** – A culvert, closed conduit, or similar structure (including appurtenances) that conveys stormwater.

**Planning Commission** – The planning commission of Montgomery Township.

**Point Source** – Any discernible, confined and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, or conduit from which stormwater is or may be discharged, as defined in State regulations at 25 Pa. Code § 92.1.

**Post Construction** – Period after construction during which disturbed areas are stabilized, stormwater controls are in place and functioning and all proposed improvements in the approved land development plan are completed.

**Predevelopment** – (see Existing Condition)

**Pretreatment** – Techniques employed in stormwater BMPs to provide storage or filtering to trap coarse materials and other pollutants before they enter the system, but not necessarily designed to meet the volume requirements of Section 206-14. For example, any inlets draining to an infiltrating system should be sumped and trapped to prevent the system from becoming clogged with excess sediment.

**Pervious Surface** – A surface that allows the infiltration of water into the ground.

**Project Site** – The specific area of land where any Regulated Activities in the Township are planned, conducted or maintained.

**Qualified Professional** - Any person licensed by the Pennsylvania Department of State or otherwise qualified by law to perform the work required by the Ordinance.

**Rational Method** - A rainfall-runoff relation used to estimate peak flow.

**Recharge** - The replenishment of groundwater through the infiltration of rainfall, other surface waters, or land application of water or treated wastewater.

**Record Drawings** - Original documents revised to suit the as-built conditions and subsequently provided by the Engineer to the Client. The Engineer reviews the Contractor's as-built drawings against his/her own records for completeness, then either turns these over to the Client or transfers the information to a set of reproducible, in both cases for the Client's permanent records. Record drawings are not the same as record plans submitted for recording with the County in accordance with the PA Municipalities Planning Code (Act 247).

**Redevelopment** - Any development that requires demolition or removal of existing structures or impervious surfaces at a site and replacement with new impervious surfaces. Maintenance activities such as top-layer grinding and re-paving are not considered to be redevelopment. Interior remodeling projects and tenant improvements are also not considered to be redevelopment. Utility trenches in streets are not considered redevelopment unless more than 50 percent of the street width including shoulders is removed and re-paved.

**Regulated Activities** - Any earth disturbance activities or any activities that involve the alteration or development of land in a manner that may affect stormwater runoff.

**Regulated Earth Disturbance Activity** - Activity involving earth disturbance subject to regulation under 25 Pa. Code 92, 25 Pa. Code 102, or the Clean Streams Law.

**Release Rate** - The percentage of existing conditions peak rate of runoff from a site or subarea to which the proposed conditions peak rate of runoff must be reduced to protect downstream areas.

**Repaving** - Replacement of the impervious surface that does not involve reconstruction of an existing paved (impervious) surface.

**Replacement Paving** - Reconstruction of and full replacement of an existing paved (impervious) surface.

**Retention Basin** - A structure in which stormwater is stored and not released during the storm event. Retention basins are designed for infiltration purposes, and do not have an outlet. The retention basin must infiltrate stored water in 4 days or less.

**Retention Volume/Removed Runoff** - The volume of runoff that is captured and not released directly into the surface Waters of the Commonwealth during or after a storm event.

**Return Period (or Average Recurrence Interval)** - The average interval, in years, within which a storm event of a given or greater magnitude can be expected to recur. The reciprocal of the return period is the annual exceedance probability of the storm event, that is, the probability that the storm event is equaled or exceeded in any one year period. For example, the 25-year return period rainfall would be expected to recur on the average of once every twenty-five (25) years, or conversely would have a 1/25 or four percent (4%) chance of occurrence or exceedance in any given year.

**Road Maintenance** – Earth disturbance activities within the existing road cross-section, such as grading and repairing existing unpaved road surfaces, cutting road banks, cleaning or clearing drainage ditches and other similar activities.

**Roof Drains** – A drainage conduit or pipe that collects water runoff from a roof and leads it away from the structure.

**Runoff** – Any part of precipitation, as well as any other flow contributions, that flows over the land surface.

**SALDO** – Subdivision and Land Development Ordinance.

**Sediment** - Soils or other materials transported by water, air or gravity as a product of erosion.

**Sediment Pollution** – The placement, discharge or any other introduction of sediment into the Waters of the Commonwealth.

**Sedimentation** – The process by which mineral or organic matter is accumulated or deposited by the movement of water, air or gravity. Once this matter is deposited (or remains suspended), it is usually referred to as "sediment."

**Seepage Pit/Seepage Trench** – An area of excavated earth filled with loose stone or similar coarse material, into which surface water is directed for infiltration into the underground water. More information on Seepage Pits may be found in the PA BMP Manual, December 2006, Chapter 6, Section 4.

**Separate Storm Sewer System** – A conveyance or system of conveyances (including roads with drainage systems, Township streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains) primarily used for collecting and conveying stormwater runoff.

**Shallow Concentrated Flow** – Stormwater runoff flowing in shallow, defined ruts prior to entering a defined channel or waterway.

**Sheet Flow** – A flow process associated with broad, shallow water movement on sloping ground surfaces that is not channelized or concentrated.

**Soil Cover Complex Method** – A method of runoff computation developed by the NRCS that is based on relating soil type and land use/cover to a runoff parameter called Curve Number (CN).

**Source Water Protection Areas (SWPA)** – The zone through which contaminants, if present, are likely to migrate and reach a drinking water well or surface water intake.

**Special Protection Subwatersheds** – Watersheds that have been designated in Pennsylvania Code Title 25 Environmental Protection, Chapter 93 Water Quality Standards as exceptional value (EV) or high quality (HQ) waters.

**Spillway** – A conveyance that is used to pass the peak discharge of the maximum design storm that is controlled by the stormwater facility.

**State Water Quality Requirements** – The regulatory requirements to protect, maintain, reclaim, and restore water quality under Title 25 of the Pennsylvania Code and the Clean Streams Law.

**Storm Frequency** – The number of times that a given storm “event” occurs or is exceeded on the average in a stated period of years. See “Return Period”.

**Storm Sewer** – A system of pipes and/or open channels that convey intercepted runoff and stormwater from other sources, but excludes domestic sewage and industrial wastes.

**Stormwater** – The surface runoff generated by precipitation reaching the ground surface.

**Stormwater Management Best Management Practices** – Is abbreviated as **BMPs** or **SWM BMPs** throughout this Ordinance.

**Stormwater Management Facility** – Any structure, natural or man-made, that, due to its condition, design, or construction, conveys, stores, or otherwise affects stormwater runoff quality, rate or quantity. Typical stormwater management facilities include, but are not limited to, detention and retention basins, open channels, storm sewers, pipes, and infiltration structures.

**Stormwater Management Plan** – The watershed plan or plans for managing those land use activities that will influence stormwater runoff quality and quantity and that would impact the watershed adopted Montgomery County as required by the Act of October 4, 1978, P.L. 864 (Act 167).

**Stormwater SWM Site Plan** – The plan prepared by the Applicant or his representative indicating how stormwater runoff will be managed at the particular site of interest according to this ordinance.

**Stream** – A flow of water in a natural channel or bed, as a brook, rivulet, or a small river.

**Stream Buffer** – The land area adjacent to each side of a stream, essential to maintaining water quality. (See Buffer)

**Stream Enclosure** – A bridge, culvert, or other structure in excess of 100 feet in length upstream to downstream which encloses a regulated water of the Commonwealth.

**Streambank Erosion** – The widening, deepening, or headward cutting of channels and waterways, caused by stormwater runoff or bankfull flows.

**Subarea (Subwatershed)** – The smallest drainage unit of a watershed for which stormwater management criteria have been established in the Stormwater Management Plan.

**Subdivision** – The division or redivision of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels, or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs or devisees, transfer of ownership, or building or lot development, provided the subdivision by lease of land for agricultural purposes into parcels of more than ten acres, not involving any new street or easement of access or any residential dwelling, shall be exempted. Refer to Land Development

**Surface Waters of the Commonwealth** – Any and all rivers, streams, creeks, rivulets, ditches, watercourses, storm sewers, lakes, dammed water, wetlands, ponds, springs, and all other bodies or channels of conveyance of surface waters, or parts thereof, whether natural or artificial, within or on the boundaries of the Commonwealth.

**Swale** – A low lying stretch of land that gathers or carries surface water runoff.

**SWM Site Plan** – The documentation of the stormwater management system to be used for a given development site, the contents of which are established in Section 206-22.

**Timber Operations** – See Forest Management.

**Time-of-Concentration (Tc)** – The time required for surface runoff to travel from the hydraulically most distant point of the watershed to a point of interest within the watershed. This time is the combined total of overland flow time and flow time in pipes or channels, if any.

**Top-of-Bank** – Highest point of elevation in a stream channel cross-section at which a rising water level just begins to flow out of the channel and over the floodplain.

**Township** – Montgomery Township, Montgomery County, Pennsylvania.

**Township Engineer** – A professional engineer licensed as such in the Commonwealth of Pennsylvania, duly appointed as the engineer for Montgomery Township.

**Vegetated swale** – A natural or man-made waterway, usually broad and shallow, covered with erosion-resistant grasses, used to convey surface water.

**Vernal Pool** – Seasonal depressional wetlands that are covered by shallow water for variable periods from winter to spring, but may be completely dry for most of the summer and fall.

**Watercourse** – A channel or conveyance of surface water having a defined bed and banks, whether natural or artificial, with perennial or intermittent flow.

**Waters of the Commonwealth** – Any and all rivers, streams, creeks, rivulets, ditches, watercourses, storm sewers, lakes, dammed water, wetlands, ponds, springs, and all other bodies or channels of conveyance of surface and underground water, or parts thereof, whether natural or artificial, within or on the boundaries of the Commonwealth.

**Watershed** – Region or area drained by a river, watercourse, or other body of water, whether natural or artificial.

**Wet Basin** – Pond for urban runoff management that is designed to detain urban runoff and always contains water.

**Wetland** – Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, fens, and similar areas.

**Wissahickon Creek Act 167 Plan** – The watershed plan for managing those land use activities that will influence stormwater runoff quality and quantity and that would impact the Wissahickon Creek watershed adopted by Philadelphia and Montgomery Counties as required by the Act of October 4, 1978, P.L. 864 (Act 167).

### **ARTICLE III** **STORMWATER MANAGEMENT**

#### **§206-11. General Requirements**

A. Applicants proposing Regulated Activities in Township that do not fall under the exemption criteria shown in Section 206-6 shall submit a Stormwater Management

(SWM) Site Plan consistent with the Watershed SWM Plan to the Township for review. The SWM criteria of this Ordinance shall apply to the total proposed development even if development is to take place in stages. Preparation and implementation of an approved SWM Site Plan is required. No Regulated Activities shall commence until the Township issues written approval of a SWM Site Plan, which demonstrates compliance with the requirements of this Ordinance.

- B. SWM Site Plans approved by the Township, in accordance with Article IV, shall be on-site throughout the duration of the Regulated Activity.
- C. The Township may, after consultation with the Department of Environmental Protection (PADEP), approve measures for meeting the state water quality requirements other than those in this Ordinance, provided that they meet the minimum requirements of, and do not conflict with, state law including but not limited to the Clean Streams Law.
- D. For all regulated earth disturbance activities, Erosion and Sediment (E&S) Control Best Management Practices (BMPs) shall be designed, implemented, operated, and maintained during the Regulated Earth Disturbance Activities (e.g., during construction) to meet the purposes and requirements of this Ordinance and to meet all requirements under Title 25 of the Pennsylvania Code and the Clean Streams Law. Various BMPs and their design standards are listed in the Erosion and Sediment Pollution Control Program Manual, No. 363-2134-008 (April 15, 2000), as amended and updated.
- E. For all Regulated Activities, implementation of the volume controls in Section 206-14 is required.
- F. Impervious areas:
  - (1) The measurement of impervious areas shall include all of the impervious areas in the total proposed development even if development is to take place in stages.
  - (2) For development taking place in stages, the entire development plan must be used in determining conformance with this Ordinance.
  - (3) For projects that add impervious area to a parcel, the total impervious area on the parcel is subject to the requirements of this Ordinance.
- G. Stormwater flows onto adjacent property shall not be created, increased, decreased, relocated, or otherwise altered without written notification of the adjacent property owner(s) from the developer. Such stormwater flows shall be subject to the requirements of this Ordinance.
- H. All Regulated Activities shall include such measures as necessary to:
  - (1) Protect health, safety, and property;
  - (2) Meet the water quality goals of this Ordinance by implementing measures to:
    - (a) Minimize disturbance to floodplains, wetlands, and wooded areas.
    - (b) Create, maintain, repair or extend riparian buffers.
    - (c) Avoid erosive flow conditions in natural flow pathways.
    - (d) Minimize thermal impacts to waters of this Commonwealth.

- (e) Disconnect impervious surfaces (i.e. Disconnected Impervious Areas, DIAs) by directing runoff to pervious areas, wherever possible. See Appendix C for detail on DIAs.
- (3) To the maximum extent practicable, incorporate the techniques for Low Impact Development Practices (e.g. protecting existing trees, reducing area of impervious surface, cluster development, and protecting open space) described in the *Pennsylvania Stormwater Best Management Practices Manual*, Pennsylvania Department of Environmental Protection (PADEP) no. 363-0300-002 (2006). See Appendix B for a summary description.
- I. Infiltration BMPs should be spread out, made as shallow as practicable, and located to maximize the use of natural on-site infiltration features while still meeting the other requirements of this Ordinance.
- J. The design of all facilities over karst shall include an evaluation of measures to minimize the risk of adverse effects.
- K. Storage facilities should completely drain both the volume control and rate control capacities over a period of time not less than 24 and not more than 72 hours from the end of the design storm.
- L. The design storms to be used in the analysis of peak rates of discharge are listed in Table A-1 (Appendix A).
- M. For all regulated activities, SWM BMPs shall be designed, implemented, operated, and maintained to meet the purposes and requirements of this Ordinance and to meet all requirements under Title 25 of the Pennsylvania Code, the Clean Streams Law, and the Storm Water Management Act.
- N. Various BMPs and their design standards are listed in the *Pennsylvania Stormwater Best Management Practices Manual* (PA BMP Manual).

## **§206-12. Permit Requirements by Other Governmental Entities**

Approvals issued and actions taken under this Ordinance do not relieve the Applicant of the responsibility to secure required permits or approvals for activities regulated by any other code, law, regulation or ordinance.

## **§206-13. Erosion and Sediment Pollution Control**

- A. Must comply with Title 25, Chapter 102 of the PA Code and any other applicable state, county and Township codes. PADEP requires an engineered post-construction SWM Plan with projects proposing earth disturbance greater than 1 acre.
- B. Evidence of any necessary permit(s) for regulated earth disturbance activities from the appropriate DEP regional office or County Conservation District must be provided to the Township.
- C. Approval of earth disturbance activities is required by the Township per Table 206-6.2.
- D. Additional erosion and sediment control design standards and criteria are recommended to be applied where infiltration BMPs are proposed. They shall include the following:

- (1) Areas proposed for infiltration BMPs shall be protected from sedimentation and compaction during the construction phase to maintain maximum infiltration capacity.
- (2) Infiltration BMPs shall not be constructed nor receive runoff until the entire drainage area contributory to the infiltration BMP has achieved final stabilization.

## §206-14. Volume Control

Volume controls will mitigate increased runoff impacts, protect stream channel morphology, maintain groundwater recharge, and contribute to water quality improvements. Stormwater runoff volume control methods are based on the net change in runoff volume for the two-year storm event.

Volume controls shall be implemented using the Design Storm Method in subsection A or the Simplified Method in subsection B below. For Regulated Activities equal to or less than one (1) acre, this Ordinance establishes no preference for either methodology; therefore, the applicant may select either methodology on the basis of economic considerations, the intrinsic limitations of the procedures associated with each methodology, and other factors. All regulated activities greater than one (1) acre must use the Design Storm Method.

A. **Design-Storm Method (CG-1 in the BMP Manual) (Any Regulated Activity):** This method requires detailed modeling based on site conditions. For modeling assumptions refer to Section 206-19.A.

- (1) Post-development total runoff should not be increased from pre-development total runoff for all storms equal to or less than the 2-year 24-hour duration precipitation.
- (2) The following applies in order to estimate the increased volume of runoff for the 2-year 24-hour duration precipitation event:

To calculate the runoff volume (cubic feet) for existing site conditions (pre-development) and for the proposed developed site conditions (post-development), it is recommended to use the soil cover complex method as shown on the following page. Table A-3 in Appendix A is available to guide a qualified professional and/or an applicant to calculate the stormwater runoff volume. The calculated volume shall be either reused, evapotranspired, or infiltrated through structural or nonstructural means.

*Soil Cover Complex Method:*

$$\text{Step 1: Runoff (in)} = Q = (P - 0.2S)^2 / (P + 0.8S)$$

where

P = 2-year Rainfall (in)

S = the potential maximum retention (including initial abstraction, Ia)

$$S = (1000 / CN) - 10$$

Step 2: Runoff Volume (Cubic Feet) = Q x Area x 1/12

where

Q = Runoff (in)

Area = SWM Area (sq ft)

**B. Simplified Method (CG-2 in the BMP Manual) (Regulated activities less than or equal to 1 acre):**

- (1) Stormwater facilities shall capture the runoff volume from at least the first two inches (2") of runoff from all new impervious surfaces.

**Volume (cubic feet) = (2" runoff / 12 inches) \* impervious surface (sq ft)**

- (2) At least the first inch (1") of runoff volume from the new impervious surfaces shall be permanently removed from the runoff flow—i.e., it shall not be released into the surface waters of the Commonwealth. The calculated volume shall be either reused, evapotranspired or infiltrated through structural or nonstructural means.

**Volume (cubic feet) = (1" runoff / 12 inches) \* impervious surface (sq ft)**

- (3) Infiltration facilities should be designed to accommodate the first half inch (0.5") of the permanently removed runoff.
- (4) No more than one inch (1") of runoff volume from impervious surfaces shall be released from the site. The release time must be over 24 to 72 hours.

**C. Stormwater Control Measures:**

The applicant must demonstrate how the required volume is controlled through Stormwater Best Management Practices (BMPs) which shall provide the means necessary to capture, reuse, evaporate, transpire or infiltrate the total runoff volume.

- (1) If natural resources exist on the site and a SWM Site Plan submission is required for the regulated activity, the applicant shall determine and display the total acreage of protected area where no disturbance is proposed on the plan. The acreage of the protected area should be subtracted from the total site area and not included in the stormwater management site area acreage used in determining the volume controls.

**Stormwater Management Site Area =**

**{Total Site Area (for both pre and post development conditions) – Protected Area}**

Natural Resource Areas should be calculated based upon the Township's own natural resource protection ordinance. If no ordinance exists, see Table A-2 in Appendix A for guidance to assess the total protected area. For additional reference see Chapter 5 Section 5.4.1 of the PA BMP manual.

- (2) Calculate the volume controls provided through nonstructural BMPs. Table A-5 in Appendix A is recommended as guidance.
- (3) Volume controls provided through nonstructural BMPs should be subtracted from the required volume to determine the necessary structural BMPs.

$$\begin{array}{rcccl}
 \text{Required} & & \text{Nonstructural} & & \text{Structural} \\
 \text{Volume} & & \text{Volume} & & \text{Volume} \\
 \text{Control (ft}^3\text{)} & - & \text{Control(ft}^3\text{)} & = & \text{Requirement} \\
 & & & & \text{(ft}^3\text{)}
 \end{array}$$

- (4) Calculate the volume controls provided through structural BMPs. Table A-6 in Appendix A is recommended as guidance. See PA BMP manual Chapter 6 for description of the BMPs.
- (5) Infiltration BMPs intended to receive runoff from developed areas shall be selected based on the suitability of soils and site conditions (see Table A-6 in Appendix A for a list of Infiltration BMPs). Infiltration BMPs shall be constructed on soils that have the following characteristics:
  - (a) A minimum soil depth of twenty-four inches (24") between the bottom of the infiltration BMPs and the top of bedrock or seasonally high water table.
  - (b) An infiltration rate sufficient to accept the additional stormwater load and dewater completely as determined by field tests. A minimum of 0.2 inches/hour (in/hr) should be utilized and for acceptable rates a safety factor of 50% should be applied for design purposes (e.g., for soil which measured 0.4 in/hr, the BMP design should use 0.2 in/hr to insure safe infiltration rates after construction).
  - (c) All open-air infiltration facilities shall be designed to completely infiltrate runoff volume within three (3) days (72 hours) from the start of the design storm.
  - (d) All subsurface and contained facilities such as capture-and-reuse systems must have storage available equivalent to the Water Volume Control amount within three (3) days (72 hours) from the end of the design storm.
  - (e) Pretreatment (See Appendix D) shall be provided prior to infiltration.
- (6) Soils – A soils evaluation of the project site shall be required to determine the suitability of infiltration facilities. All regulated activities are required to perform a detailed soils evaluation by a qualified design professional which at minimum address' soil permeability, depth to bedrock, and subgrade stability. The general process for designing the infiltration BMP shall be:
  - (a) Analyze hydrologic soil groups as well as natural and man-made features within the site to determine general areas of suitability for infiltration practices. In areas where development on fill material is under consideration, conduct geotechnical investigations of sub-grade stability; infiltration may not be ruled out without conducting these tests.
  - (b) Provide field tests such as double ring infiltrometer or hydraulic conductivity tests (at the level of the proposed infiltration surface) to determine the

appropriate hydraulic conductivity rate. Percolation tests are not recommended for design purposes.

- (c) Design the infiltration structure based on field determined capacity at the level of the proposed infiltration surface and based on the safety factor of 50%.
- (d) If on-lot infiltration structures are proposed, it must be demonstrated to the Township that the soils are conducive to infiltrate on the lots identified.
- (e) An impermeable liner will be required in detention basins where the possibility of groundwater contamination exists. A detailed hydrogeologic investigation may be required by the Township.

**§206-15. Stormwater Peak Rate Control and Management Districts**

- A. District Boundaries – For the purposes of this Chapter the Township is divided in Stormwater Management Districts as listed in Table 206-15.1. The boundaries of the Stormwater Management Districts are shown on official maps attached to and made part of this Chapter, which shall be designated “Stormwater Management District Map.” The exact location of the Stormwater Management District boundaries as they apply to a given development site shall be determined by mapping the boundaries using the two-foot topographic contours (or most accurate data required) provided as part of the SWM Site Plan.
- B. General – Proposed conditions rates of runoff from any Regulated Activity shall not exceed the peak release rates of runoff from existing conditions for the design storms specified on the Stormwater Management District Watershed Map and in this section of the Ordinance.
- C. Standards for managing runoff from each subarea in the Watershed for the 2-, 5-, 10-, 25-, 50-, and 100-year design storms are shown in Table 206-15.1. Development sites located in each of the management districts must control proposed development conditions runoff rates to existing conditions runoff rates for the design storms in accordance with Table 206-15.1 on the following page.

**Table 206-15.1: Peak Rate Runoff Control Standards by Stormwater Management Districts**

District	Design Storm Postdevelopment (Proposed Conditions)	Design Storm Predevelopment (Existing Conditions)
Neshaminy A	2-year	1-year
	5-year	5-year
	10-year	10-year
	25-year	25-year
	50-year	50-year
	100-year	100-year
Neshaminy B	2-year	1-year
	5-year	2-year
	10-year	5-year

	25- year	10-year
	50-year	25-year
	100-year	50-year
Neshaminy C	2-year	2-year
	5-year	5-year
	10-year	10-year
	25- year	25- year
	50-year	50-year
	100-year	100-year
Wissahickon	2-year	1-year
	5-year	5-year
	10-year	2-year[JPD1]
	25- year	25- year
	50-year	10-year[JPD2]
	100-year	100-year
NOTE:		
The Neshaminy Creek Watershed includes the Little Neshaminy Creek.		

- D. Sites Located in More Than One District – For a proposed development site located within two or more stormwater management district category subareas, the peak discharge rate from any subarea shall meet the Management District Criteria for the district in which the discharge is located.
- E. Off-Site Areas – When calculating the allowable peak runoff rates, developers do not have to account for runoff draining into the subject development site from an off-site area. On-site drainage facilities shall be designed to safely convey off-site flows through the development site.
- F. Site Areas – The stormwater management site area is the only area subject to the management district criteria. Non-impacted areas or non-regulated activities bypassing the stormwater management facilities would not be subject to the management district criteria.
- G. Alternate Criteria for Redevelopment Sites – For redevelopment sites, one of the following minimum design parameters shall be accomplished, whichever is most appropriate for the given site conditions as determined by the Township:
- (1) Meet the full requirements specified by Table 206-15.1 and Sections 206-20
- or
- (2) Reduce the total impervious surface on the site by at least twenty (20) percent based upon a comparison of existing impervious surface to proposed impervious surface.

## **§206-16. Nonstructural Project Design to Minimize Stormwater Impacts**

- A. The design of all regulated activities should include the following to minimize stormwater impacts:
- (1) The Applicant should find practicable alternatives to the surface discharge of stormwater, the creation of impervious surfaces, and the degradation of waters of the Commonwealth and must maintain as much as possible the natural hydrologic regime of the site.
  - (2) An alternative is practicable if it is available and capable of implementation after taking into consideration existing technology and logistics in light of overall project purposes and other municipal requirements.
  - (3) See Appendix G for a Nonstructural Project Design Checklist.

## **§206-17. Stream Bank Erosion Requirements (Channel Protection)**

- A. If a perennial or intermittent stream passes through the site, the Applicant shall create a riparian buffer extending a minimum of ten (10) feet to either side of the top-of-bank of the channel. The buffer area shall be established and maintained in an undisturbed state. This buffer area may be maintained as a meadow with minimal mowing of the grassed area, or as a forested buffer, being planted with appropriate native vegetation (refer to Appendix B of the BMP Manual for plant lists). If an existing buffer is legally prescribed (i.e., deed, covenant, easement, etc.) and it exceeds the requirements of this Ordinance, the existing buffer shall be maintained. This does not include lakes or wetlands.
- B. Applicants shall adhere to the following Stream Bank Erosion/Channel Protection Requirements:
- (1) In addition to the control of water quality volume (in order to minimize the impact of stormwater runoff on downstream stream bank erosion), the primary requirement is to design a BMP to detain the proposed conditions 2-year, 24-hour storm event to the existing conditions 1-year flow using the SCS Type II distribution. Additionally, provisions shall be made (such as adding a small orifice at the bottom of the outlet structure or a sand filter) so that the proposed conditions 1-year, 24-hour storm event takes a minimum of twenty-four (24) hours to drain from the facility from a point when the maximum volume of water from the 1-year, 24-hour storm event is captured (i.e., the maximum water surface elevation is achieved in the facility). Release of water can begin at the start of the storm (i.e., the invert of the water volume control orifice is at the invert of the facility).
  - (2) The minimum orifice size in the outlet structure to the BMP shall be three (3) inches in diameter, where possible, and a trash rack shall be installed to prevent clogging. On sites with small drainage areas contributing to this BMP that do not provide enough runoff volume to allow a 24-hour attenuation with the 3-inch orifice, the calculations shall be submitted showing this condition. Orifice sizes less than three (3) inches can be utilized, provided that the design will prevent clogging of the intake. It is recommended that the design, to accommodate maintenance, include a replaceables and or porous media filter cartridge.

**§206-18. Reserved**

(1)

**§206-19. Calculation Methodology**

A. The following criteria shall be used for runoff calculations:

- (1) For development sites not considered redevelopment, the ground cover used to determine the existing conditions runoff volume and flow rate shall be as follows:
  - (a) Wooded sites shall use a ground cover of “woods in good condition.” A site is classified as wooded if a continuous canopy of trees exists over a ¼ acre.
  - (b) The undeveloped portion of the site including agriculture, bare earth, and fallow ground shall be considered as “meadow in good condition,” unless the natural ground cover generates a lower curve number (CN) or Rational “c” value (i.e., woods) as listed in Tables A-4 or A-7 in Appendix A.
- (2) For development and redevelopment sites, the ground cover used to determine the existing conditions runoff volume and flow rate for the developed portion of the site shall be based upon actual land cover conditions. If the developed site contains impervious surfaces, 20 percent of the impervious surface area shall be considered meadow in the model for existing conditions.

B. Stormwater runoff peak discharges from all development sites with a drainage area equal to or greater than 2 acres shall be calculated using a generally accepted calculation technique that is based on the NRCS Soil Cover Complex Method. Table 206-19.1 summarizes acceptable computation methods. The method selected by the design professional shall be based on the individual limitations and suitability of each method for a particular site. The Township may allow the use of the Rational Method (Q=CIA) to estimate peak discharges from drainage areas that contain less than 2 acres.

Q = Peak flow rate, cubic feet per second (CFS)

C = Runoff coefficient, dependent on land use/cover

I = Design rainfall intensity, inches per hour

A = Drainage Area, acres.

C. All calculations consistent with this ordinance using the Soil Cover Complex Method shall use the appropriate design rainfall depths for the various return period storms according to Table A-1 in Appendix A. If a hydrologic computer model such as PSRM or HEC-1 / HEC-HMS is used for stormwater runoff calculations, then the duration of rainfall shall be 24 hours.

**Table 206-19.1: Acceptable Computation Methodologies For Stormwater Management Plans**

METHOD	METHOD DEVELOPED BY	APPLICABILITY
TR-20 (or commercial computer package based on TR-20)	USDA NRCS	Applicable where use of full hydrology computer model is desirable or necessary.
TR-55	USDA NRCS	Applicable for land

(or commercial computer package based on TR-55)		development plans within limitations described in TR-55.
HEC-1 / HEC-HMS	U.S. Army Corps of Engineers	Applicable where use of full hydrology computer model is desirable or necessary.
PSRM	Penn State University	Applicable where use of full hydrology computer model is desirable or necessary; simpler than TR-20 or HEC-1.
Rational Method (or commercial computer package based on the Rational Method)	Emil Kuichling (1889)	For sites less than 2 acres, or as approved by the Township and/or Township Engineer. Not acceptable when a full hydrograph is required.
Other Methods	Varies	Other computation methodologies approved by the Township and/or Township Engineer

- D. All calculations using the Rational Method shall use rainfall intensities consistent with appropriate times-of-concentration for overland flow and return periods from Table A-1 in Appendix A. Times-of-concentration for overland flow shall be calculated using the methodology presented in Chapter 3 of *Urban Hydrology for Small Watersheds*, NRCS, TR-55 (as amended or replaced from time to time by NRCS). Times-of-concentration for channel and pipe flow shall be computed using Manning's equation.
- E. Runoff Curve Numbers (CN) for both existing and proposed conditions to be used in the soil cover complex method shall be based on Table A-4 in Appendix A.
- F. Runoff coefficients (C) for both existing and proposed conditions for use in the Rational Method shall be consistent with Table A-7 in Appendix A.
- G. Runoff from proposed sites graded to the subsoil will not have the same runoff conditions as the site under existing conditions because of soil compaction, even after top-soiling or seeding. The proposed condition "CN" or "C" shall increase by 5% to better reflect proposed soil conditions.
- H. The Manning equation is preferred for one-dimensional, gradually-varied, open channel flow. In other cases, appropriate, applicable methods should be applied, however, early coordination with the Township is necessary.
- I. Outlet structures for stormwater management facilities shall be designed to meet the performance standards of this Ordinance using the generally accepted hydraulic analysis technique or method of the Township.
- J. The design of any stormwater detention facilities intended to meet the performance standards of this Ordinance shall be verified by routing the design storm hydrograph through these facilities using the Storage-Indication Method. For drainage areas greater than 2 acres in size, the design storm hydrograph shall be computed using a calculation method that produces a full hydrograph. The Township may approve the use of any generally accepted full hydrograph approximation technique that shall

use a total runoff volume that is consistent with the volume from a method that produces a full hydrograph.

### **§206-20. Other Requirements**

#### A. Hot Spots

- (1) The use of infiltration BMPs is prohibited on hot spot land use areas. Examples of hot spots are listed in Appendix D.
- (2) Stormwater runoff from hot spot land uses shall be pretreated. In no case may the same BMP be employed consecutively to meet this requirement. Guidance regarding acceptable methods of pre-treatment is located in Appendix D.

#### B. West Nile Guidance Requirements

All wet basin designs shall incorporate biologic controls consistent with the West Nile Guidance found in Appendix E.

## **ARTICLE IV STORMWATER MANAGEMENT (SWM) SITE PLAN REQUIREMENTS**

### **§206-21. General Requirements**

For any of the activities regulated by this Ordinance, the preliminary or final approval of subdivision and/or land development plans, the issuance of any building or occupancy permit, the commencement of any earth disturbance, or activity may not proceed until the Property Owner or Applicant or his/her agent has received written approval of a SWM Site Plan from the Township and an approval of an adequate Erosion and Sediment (E&S) Control Plan review from the Township or County Conservation District.

### **§206-22. SWM Site Plan Requirements**

The SWM Site Plan shall consist of a general description of the project, including calculations, maps, and plans. A note on the maps shall refer to the associated computations and E&S Control Plan by title and date. The cover sheet of the computations and E&S Control Plan shall refer to the associated maps by title and date. All SWM Site Plan materials shall be submitted to the Township in a format that is clear, concise, legible, neat, and well organized; otherwise, the SWM Site Plan shall not be accepted for review and shall be returned to the Applicant.

The following items shall be included in the SWM Site Plan:

#### A. General

- (1) General description of the project including plan contents described in Section 206-22.B.
- (2) General description of proposed SWM techniques to be used for SWM facilities.
- (3) Complete hydrologic and hydraulic computations for all SWM facilities.

- (4) All reviews and letters of adequacy from the Conservation District for the Erosion & Sedimentation Plan as required by Township, county or state regulations.
- (5) A general description of proposed nonpoint source pollution controls.
- (6) The SWM Site Plan Application and completed fee schedule form and associated fee *for all regulated activities not already paying pay fees by under the SALDO regulations.*
- (7) The SWM Site Plan Checklist
- (8) Appropriate sections from the Township's Subdivision and Land Development Ordinance, and other applicable local ordinances, shall be followed in preparing the SWM Site Plan.

B. Plans: SWM Site Plan shall provide the following information;

- (1) The overall stormwater management concept for the project.
- (2) A determination of natural site conditions and stormwater management needs. This shall include, but not be limited to:

(a) Site Features:

- [1] The location of the project relative to highways, Township boundaries or other identifiable landmarks.
- [2] The locations of all existing and proposed utilities, sanitary sewers, and water lines on site and to within fifty (50) feet of property lines.
- [3] Proposed structures, roads, paved areas, and buildings.
- [4] The total tract boundary and size with distances marked to the nearest foot and bearings to the nearest degree.
- [5] Plan and profile drawings of all SWM BMP's, including drainage structures, pipes, open channels, and swales. At a minimum this should include pre- and post-drainage area maps, an overall post construction stormwater management plan, stormwater details sheets, and landscape plans (if proposing bio-retention facilities, low impact development, bioretention, or vegetative basins).
- [6] The locations and minimum setback distances of existing and proposed on-lot wastewater facilities and water supply wells.
- [7] The location of all erosion and sediment control facilities.
- [8] The location of proposed septic tank infiltration areas and wells in cases where groundwater recharge measures such as seepage pits, beds or trenches are proposed.

(b) Natural Site Conditions:

- [1] An Existing Resource and Site Analysis Map (ERSAM) showing environmentally sensitive areas including, but not limited to;
  - steep slopes,
  - ponds,
  - lakes,

- streams,
- wetlands,
- hydric soils,
- hydrologic soil groups A and B,
- vernal pools,
- stream buffers,
- open channels,
- existing recharge areas, and
- floodplains.

The area of each of these sensitive areas shall be calculated and should be consistent with the runoff volume calculation Section 206-14.C.1.

- [2] A detailed site evaluation for projects proposed in areas of frequent flooding, karst topography, and other environmentally sensitive areas, such as brownfields and source water protection areas.
  - [3] Existing and proposed contour lines (2 ft).
  - [4] The total extent of the drainage area upstream from the site and all down gradient receiving channels, swales and waters to which stormwater runoff or drainage will be discharged.
- (c) Stormwater runoff design computations and documentation as specified in this Ordinance, or as otherwise necessary to demonstrate that the maximum practicable measures have been taken to meet the requirements of this Ordinance, including the recommendations and general requirements in Section 206-11.
  - (d) The effect of the project (in terms of runoff volumes, water quality, and peak flows) on surrounding properties and aquatic features and on any existing stormwater conveyance system that may be affected by the project.
- (3) The format of the Plan shall include the following;
- (a) The expected project time schedule.
  - (b) The name of the development, the name and address of the owner of the property, and the name of the individual or firm preparing the plan.
  - (c) The date of submission.
  - (d) A graphic and written scale of one (1) inch equals no more than fifty (50) feet; for tracts of twenty (20) acres or more, the scale shall be one (1) inch equals no more than one hundred (100) feet.
  - (e) A north arrow.
  - (f) An access easement around all stormwater management facilities is required that would provide ingress to and egress from a public right-of-way. The size of the easement shall commensurate with the maintenance and access requirements determined in the design of the BMP.

- (g) A key map showing all existing man-made features beyond the property boundary that would be affected by the project.
  - (h) A note on the plan indicating the location and responsibility for maintenance of stormwater management facilities. All facilities shall meet the performance standards and design criteria specified in this ordinance.
  - (i) The following signature block for the Design Engineer: "I, (Design Engineer), on this date (date of signature), hereby certify that the SWM Site Plan meets all design standards and criteria of Montgomery Township Stormwater Management Ordinance or Plan."
  - (j) A statement, signed by the Applicant, acknowledging that any revision to the approved SWM Site Plan must be approved by the Township and that a revised E&S Plan must be submitted to the Conservation District.
- (4) 7. Limits of earth disturbance, including the type and amount of impervious area that is proposed.
  - (5) A soil erosion and sediment control plan, where applicable, as prepared for and submitted to the approval authority.
  - (6) The SWM Site Plan shall include an Operations & Maintenance (O&M) Plan for all existing and proposed physical stormwater management facilities, as well as schedules and costs for O&M activities. This plan shall address long-term ownership and responsibilities for O&M.

**§206-23. Plan Submission**

The Township requires submission of a complete SWM Site Plan, as specified in this Ordinance.

- A. Proof of application or documentation of required permit(s) or approvals for the programs listed below shall be part of the plan:
  - (1) NPDES Permit for Stormwater Discharges from Construction Activities.
  - (2) Any other permit under applicable state or federal regulations.
- B. The SWM Site Plan shall be submitted to the following agencies. Refer to the Township Application for the number of copies.
  - (1) the Township accompanied by the requisite Township review fee.
  - (2) the County Conservation District.
  - (3) the Township Engineer (where applicable).
- C. When the SWM Site Plan is associated with a subdivision and/or land development; the submission requirements of the Township Subdivision and Land Development Ordinance shall be followed.
- D. Any submissions to the agencies listed above that are found to be incomplete shall not be accepted for review and shall be returned to the Applicant with a notification in writing of the specific manner in which the submission is incomplete.
- E. Additional copies shall be submitted as requested by the Township, M CCD or PADEP.

## **§206-24. Small Project Stormwater Management Site Plan**

A. Residential projects proposing less than or equal to 5,000 square feet of impervious surface and less than 1 acre of earth disturbance qualify as a small project. The requirements of a Small Project Stormwater Management Plan are presented in Appendix F.

B. Fee-In-Lieu Of Alternative for Small Projects:

(1) In order to address flooding and erosion problems found in the Township, applicants proposing a small project, as defined in the Montgomery Township Stormwater Management Ordinance, may pay a fee-in-lieu of stormwater conveyance/detention/storage facilities as an alternative to the construction of stormwater conveyance/detention/storage facilities, with the approval of the Board of Supervisors. When fees are offered by an applicant, the Township may, but shall not be required to, accept the fees, provided that the proposed stormwater solution meets the requirements in the Township Stormwater Management Ordinance.

(2) These fees shall be used to construct or make improvements to stormwater facilities that are either Township-owned or have a perpetual easement or deed restriction that would ensure access, and that are located in the Township within the same watershed as the project paying the fee. Additionally, such fees may be used for the acquisition of land and rights-of-way, engineering, legal and planning costs and all other costs, including debt service, related to the construction or improvement of necessary stormwater control facilities.

(a) Applicability

[1] In order to ensure that water quality protection and stormwater management is provided during and after the construction of the proposed activity, the FILO alternative shall be available where the following conditions apply:

(a) The proposed activity is located in a residential zoning district.

(b) The project site is located in a watershed for which an Act 167 stormwater management plan has been prepared by the county and approved by PADEP.

[2] In addition to the criteria in [1](a), the project site must meet at least one of the following two criteria:

(a) The project site is located in a subdivision that is served by storm sewers discharging to a stormwater basin or other stormwater management facility which infiltrates, evaporates or detains stormwater for a period of time prior to discharge, or

(b) The following conditions exist on the site, in the opinion of the Township Engineer:

(i) The surface conditions on the site will encourage overland sheet flow of stormwater, as opposed to concentrated flow, and

(ii) The project site is located at a sufficient distance from the receiving stream such that runoff from the project will be filtered by

vegetation and given opportunity to infiltrate as it flows across the land to the stream.

(b) Fees:

[1] Applicants shall pay the following fees-in-lieu of stormwater facilities:

- (a) Fees-in-lieu of stormwater detention/storage facilities on a single-family dwelling lot shall be based on the cubic feet of required storage capacity generated by the entire area of the proposed impervious surface, when that area is greater than 1,000 square feet and less than 5,000 square feet, in accordance with the Township Stormwater Management Ordinance. Such fee shall be established and updated periodically by resolution of the Board of Supervisors and shall be based on an average cost of providing stormwater control facilities per square foot of proposed impervious surface.
- (b) Fees collected by the Township shall be deposited in an interest-bearing account in a bank authorized to receive deposits of Township funds. Interest earned by the account shall be credited to that account and shall be used for the same purposes as money deposited in the account.
- (c) Fee-in-lieu payments shall be collected when the land development agreement is finalized or, if no land development agreement is required, before final permits are issued.

(c) Fee-in-lieu credit:

[1] Each square foot of proposed impervious surface compensated by a fee-in-lieu payment shall be credited as the actual construction of this stormwater storage when sites are proposed for development in the future.

**§206-25. Stormwater Management Site Plan Review**

- A. The Stormwater Management (SWM) Site Plan shall be reviewed by a Qualified Professional on behalf of the Township for consistency with the provisions of this Ordinance. After review, the Qualified Professional shall provide a written recommendation for the Township to approve or disapprove the SWM Site Plan. If it is recommended to disapprove the SWM Site Plan, the Qualified Professional shall state the reasons for the disapproval in writing. The Qualified Professional also may recommend approval of the SWM Site Plan with conditions and, if so, shall provide the acceptable conditions for approval in writing. The SWM Site Plan review and recommendations shall be completed within the time allowed by the Municipalities Planning Code for reviewing subdivision plans.
- B. The Township will notify the applicant in writing within 45 days whether the SWM Site Plan is approved or disapproved. If the SWM Site Plan involves a Subdivision and Land Development Plan, the notification period is 90 days. If a longer notification period is provided by other statute, regulation, or ordinance, the applicant will be so notified by the Township. If the Township disapproves the SWM Site Plan, the Township shall cite the reasons for disapproval in writing.

### **§206-26. Modification of Plans**

A modification to a submitted SWM Site Plan that involves a change in SWM BMPs or techniques, or that involves the relocation or redesign of SWM BMPs, or that is necessary because soil or other conditions are not as stated on the SWM Site Plan as determined by the Township shall require a resubmission of the modified SWM Site Plan in accordance with this Article.

### **§206-27. Resubmission of Disapproved SWM Site Plans**

A disapproved SWM Site Plan may be resubmitted, with the revisions addressing the Township's concerns, to the Township in accordance with this Article. The applicable review fee must accompany a resubmission of a disapproved SWM Site Plan.

### **§206-28. Authorization to Construct and Term of Validity**

The Township's approval of an SWM Site Plan authorizes the regulated activities contained in the SWM Site Plan for a maximum term of validity of 5 years following the date of approval. The Township may specify a term of validity shorter than 5 years in the approval for any specific SWM Site Plan. Terms of validity shall commence on the date the Township signs the approval for an SWM Site Plan. If an approved SWM Site Plan is not completed according to Section 206-29 within the term of validity, the Township may consider the SWM Site Plan disapproved and may revoke any and all permits. SWM Site Plans that are considered disapproved by the Township shall be resubmitted in accordance with Section 206-27.

## **ARTICLE V INSPECTIONS**

### **§206-29. Inspections**

- A. The Township shall inspect all phases of the installation of the Best Management Practices (BMPs) and/or stormwater management (SWM) facilities as deemed appropriate by the Township.
- B. During any stage of the work, if the Township determines that the BMPs and/or stormwater management facilities are not being installed in accordance with the approved SWM Site Plan, the Township shall revoke any existing permits or other approvals and issue a cease and desist order until a revised SWM Site Plan is submitted and approved, as specified in this Ordinance and until the deficiencies are corrected.
- C. A final inspection of all BMPs and/or stormwater management facilities may be conducted by the Township to confirm compliance with the approved SWM Site Plan prior to the issuance of any Occupancy Permit.
- D. The applicant and/or developer shall be responsible for providing as-built plans of all SWM BMPs included in the approved SWM Site Plan. The as-built plans and an explanation of any discrepancies, which were reviewed and received approval by the Township, shall be submitted to the Township.

- E. The as-built submission shall include a certification of completion signed by a Qualified Professional verifying that all SWM BMPs have been constructed according to the approved plans and specifications. If any Qualified Professionals contributed to the construction plans, they must sign and seal the completion certificate.
- F. Final plans based upon the Record Drawings must be submitted to the Township for the project to be eligible for the issuance of a Certificate of Occupancy.

**ARTICLE VI**  
FEES AND EXPENSES

**§206-30. Stormwater Management Site Plan Review and Inspection Fee**

Fees shall be established by the Township to cover plan review and construction inspection costs incurred by the Township. All fees shall be paid by the Applicant at the time of SWM Site Plan submission. A review and inspection fee schedule shall be established by Township resolution. The Township shall periodically update the review and inspection fee schedule to ensure that review costs are adequately reimbursed.

**§206-31. Expenses Covered by Fees**

The fees required by this Ordinance (unless otherwise waived by the Township) shall, at a minimum, cover:

- A. Township Administrative costs.
- B. Township legal costs.
- C. Township engineering costs
- D. The review of the Stormwater (SWM) Site Plan by the Township.
- E. The review of As-built Drawings.
- F. The site inspections.
- G. The inspection of SWM facilities and drainage improvements during construction.
- H. The final inspection at the completion of the construction of the SWM facilities and drainage improvements presented in the SWM Site Plan.
- I. Any additional work required to enforce any permit provisions regulated by this Ordinance, correct violations, and assure proper completion of stipulated remedial actions.

**ARTICLE VII**  
MAINTENANCE RESPONSIBILITIES

**§206-32. Performance Guarantee**

- A. For subdivisions and land developments, the Applicant shall provide a financial guarantee to the Township for the timely installation and proper construction of all stormwater management (SWM) facilities as:

- (1) Required by the approved SWM Site Plan equal to or greater than the full construction cost of the required controls; or
  - (2) The amount and method of payment provided for in the subdivision and land development ordinance.
- B. For other regulated activities, the Township shall require a financial guarantee from the Applicant.

**§206-33. Responsibilities for Operations and Maintenance of Stormwater Facilities and BMPs**

- A. The owner of any land upon which stormwater facilities and BMPs will be placed, constructed, or implemented, as described in the stormwater facility and BMP Operations and Maintenance (O&M) plan, shall record the following documents in the Office of the Recorder of Deeds for Montgomery County, within ninety (90) days of approval of the stormwater facility and BMP O&M plan by the Township:
- (1) The O&M plan, or a summary thereof,
  - (2) O&M agreements under Section 206-35, and
  - (3) Easements under Section 206-36.

The developer or builder shall immediately notify the Township Secretary of the book and page wherein said documents are recorded and shall supply a copy of the recorded documents. If such information is not received within 100 days of the approval of the stormwater facility and BMP O&M plan by the Township, the stormwater facilities and BMP O&M plan shall not be considered an approved plan for the purpose of this article.

- B. The Township may suspend or revoke any approvals granted for the project site upon discovery of failure on the part of the owner to comply with this section.
- C. The following items shall be included in the Stormwater Facility and BMP O&M Plan:
- (1) Map(s) of the project area, in a form that meets the requirements for recording at the offices of the Recorder of Deeds of Montgomery County, and shall be submitted on 24-inch x -36-inch sheets. The contents of the maps(s) shall include, but not be limited to:
    - (a) Clear identification of the location and nature of stormwater facilities and BMPs.
    - (b) The location of the project site relative to highways, Township boundaries or other identifiable landmarks.
    - (c) Existing and final contours at intervals of two (2) feet, or others as appropriate.
    - (d) Existing streams, lakes, ponds, or other bodies of water within the project site area.
    - (e) Other physical features including flood hazard boundaries, sinkholes, streams, existing drainage courses, and areas of natural vegetation to be preserved.

- (f) The locations of all existing and proposed utilities, sanitary sewers, and water lines on site and within 50 feet of property lines of the project site.
  - (g) Proposed final changes to the land surface and vegetative cover, including the type and amount of impervious area that would be added.
  - (h) Proposed final structures, roads, paved areas, and buildings, and
  - (i) A twenty (20)-foot-wide access easement around all stormwater facilities and BMPs that would provide ingress to and egress from a public right-of-way.
- (2) A description of how each stormwater facility and BMP will be operated and maintained, and the identity and contact information associated with the person(s) responsible for O&M.
- (3) The name of the project site, the name and address of the owner of the property, and the name of the individual or firm preparing the plan, and
- (4) A statement, signed by the facility owner, acknowledging that the stormwater facilities and BMPs are fixtures that can be altered or removed only after approval by the Township.
- D. The Stormwater Facility and BMP O&M Plan for the project site shall establish responsibilities for the continuing O&M of all stormwater facilities and BMPs, as follows:
- (1) If a plan includes structures or lots which are to be separately owned and in which streets, sewers and other public improvements are to be dedicated to the Township, stormwater facilities and BMPs may also be offered for dedication to and maintained by the Township.
  - (2) If a plan includes O&M by single ownership, or if sewers and other public improvements are to be privately owned and maintained, the O&M of stormwater facilities and BMPs shall be the responsibility of the owner or private management entity.
- E. The Township shall make the final determination on the continuing O&M responsibilities. The Township reserves the right to accept or reject the O&M responsibility for any or all of the stormwater facilities and BMPs.
- F. Facilities, areas, or structures used as BMPs shall be enumerated as permanent real estate appurtenances and recorded as deed restrictions or conservation easements that run with the land.
- G. The O&M Plan shall be recorded as a restrictive deed covenant that runs with the land.
- H. The Township may take enforcement actions against an owner for any failure to satisfy the provisions of this Article and this Ordinance.

**§206-34. Township Review of Stormwater Facilities and BMP Operations and Maintenance Plan**

- A. The Township shall review the Stormwater Facilities and BMP O&M Plan for consistency with the purposes and requirements of this ordinance, and any permits issued by PADEP.

- B. The Township shall notify the Applicant in writing whether the Stormwater Facility and BMP O&M Plan is approved.
- C. The Township shall require a “Record Drawing” of all stormwater facilities and BMPs.

**§206-35. Operations and Maintenance Agreement for Privately Owned Stormwater Facilities and BMPs**

- A. The owner shall sign an O&M agreement with the Township covering all stormwater facilities and BMPs that are to be privately owned. The O&M agreement shall be transferred with transfer of ownership. The agreement shall be subject to the review and approval of the Township.
- B. Other items may be included in the O&M agreement where determined necessary to guarantee the satisfactory O&M of all stormwater controls and BMPs. The O&M agreement shall be subject to the review and approval of the Township.
- C. The owner is responsible for the O&M of the SWM BMPs. If the owner fails to adhere to the O&M Agreement, the Township may perform the services required and charge the owner appropriate fees. Nonpayment of fees may result in a lien against the property.

**§206-36. Stormwater Management Easements**

- A. The owner must obtain all necessary real estate rights to install, operate, and maintain all stormwater facilities in the SWM Site Plan.
- B. The owner must provide the Township easements, or other appropriate real estate rights, to perform inspections and maintenance for the preservation of stormwater runoff conveyance, infiltration, and detention areas.

**ARTICLE VIII  
PROHIBITIONS**

**§206-37. Prohibited Discharges**

- A. Any drain or conveyance, whether on the surface or subsurface, that allows any non-stormwater discharge, including sewage, process wastewater, and wash water to enter the waters of the Commonwealth is prohibited.
- B. No person shall allow, or cause to allow, discharges into surface waters of this Commonwealth which are not composed entirely of stormwater, except (1) as provided in Subsection C below, and (2) discharges allowed under a state or federal permit.
- C. The following discharges are authorized unless they are determined to be significant contributors to pollution to the waters of the Commonwealth:
  - (1) Discharges from firefighting activities,

- (2) Potable water sources including water line flushing,
  - (3) Irrigation drainage,
  - (4) Air conditioning condensate,
  - (5) Springs,
  - (6) Water from crawl space pumps,
  - (7) Flows from riparian habitats and wetlands,
  - (8) Uncontaminated water from foundations or from footing drains,
  - (9) Lawn watering,
  - (10) De-chlorinated swimming pool discharges (per Department of Environmental Protection (PADEP) requirements),
  - (11) Uncontaminated groundwater,
  - (12) Water from individual residential car washing, and/or
  - (13) Routine external building wash down (which does not use detergents or other compounds)
- D. In the event that the Township or PADEP determines that any of the discharges identified in Subsection C significantly contribute to pollution of the waters of this Commonwealth, the Township or PADEP will notify the responsible person(s) to cease the discharge.

**§206-38. Roof Drains**

- A. Roof Drains and sump pumps shall not be connected to sanitary sewers.
- B. Roof drains and sump pumps may be connected to streets, storm sewers or roadside ditches only when permitted by the Township.
- C. Roof drains and sump pumps shall discharge to infiltration or vegetative BMPs to the maximum extent practicable.

**§206-39. Alteration of Stormwater Management BMPs**

- A. No person shall modify, remove, fill, landscape, or alter any Stormwater Management (SWM) Best Management Practices (BMPs), facilities, areas, or structures unless it is part of an approved maintenance program and written approval of the Township has been obtained.
- B. No person shall place any structure, fill, landscaping, or vegetation into a stormwater facility or BMP or within a drainage easement which would limit or alter the functioning of the stormwater facility or BMP without the written approval of the Township.

**ARTICLE VIV**  
ENFORCEMENT AND PENALTIES

**§206-40. Right-of-Entry**

- A. Upon presentation of proper credentials, duly authorized Township representatives may enter at reasonable times upon any property within the Township to inspect the implementation, condition, or operation and maintenance of the stormwater facilities or Best Management Practices (BMPs) in regard to any aspect governed by this Ordinance.
- B. Landowners with stormwater facilities and BMPs on their property shall allow persons working on behalf of the Township ready access to all parts of the premises for the purposes of determining compliance with this Ordinance.
- C. Persons working on behalf of the Township shall have the right to temporarily locate on any stormwater facility or BMP in the Township such devices as are necessary to conduct monitoring and/or sampling of the discharges from such stormwater facilities or BMP.

**§206-41. Inspection**

Stormwater Management (SWM) Best Management Practices (BMPs) should be inspected for proper operation by the landowner, or the owner’s designee (including the Township for dedicated and owned facilities), according to the following list of minimum frequencies:

- 1. Annually for the first 5 years,
- 2. Once every 3 years thereafter,
- 3. During or immediately after the cessation of a 10-year or greater storm, and/or
- 4. As specified in the Operations and Maintenance (O&M) agreement.

**§206-42. Enforcement**

All inspections regarding compliance with the Stormwater Management (SWM) Site Plan and this Ordinance shall be the responsibility of the Township.

- A. Public nuisance.
  - (1) The violation of any provision of this section is hereby deemed a public nuisance.
  - (2) Each day that a violation continues shall constitute a separate violation.
- B. Whenever the Township finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the Township may order compliance by written notice to the responsible person. Such notice may, without limitation, require the following remedies:
  - (1) Performance of monitoring, analyses, and reporting;
  - (2) Elimination of prohibited connections or discharges;
  - (3) Cessation of any violating discharges, practices, or operations;
  - (4) Abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
  - (5) Payment of a fine to cover administrative and remediation costs;

- (6) Implementation of stormwater facilities and Best Management Practices (BMPs); and
  - (7) Operation and Maintenance (O&M) of stormwater facilities and BMPs.
- C. Such notification shall set forth the nature of the violation(s) and establish a time limit for correction of these violations(s). Said notice may further advise that, if applicable, should the violator fail to take the required action within the established deadline, the work will be done by the Township and the and the expense may be charged to the violator.
- D. Failure to comply within the time specified may subject a violator to the penalty provisions of this Ordinance. All such penalties shall be deemed cumulative and shall not prevent the Township from pursuing any and all other remedies available in law or equity.

**§206-43. Suspension and Revocation of Permits and Approvals**

- A. Any building, land development, or other permit or approval issued by the Township may be suspended or revoked, in whole or in part, by the Township for:
- (1) Noncompliance with or failure to implement any provision of the permit;
  - (2) A violation of any provision of this ordinance; or
  - (3) The creation of any condition or the commission of any act during construction or development which constitutes or creates a hazard or nuisance, pollution or which endangers the life, health, or property of others.
- B. Any permit or authorization issued or approved based on false, misleading, or erroneous information provided by an applicant is void without the necessity of any proceedings for revocation. Any work undertaken or use established pursuant to such permit or other authorization is unlawful. No action may be taken by a board, agency, or employee of the Township purporting to validate such a violation.
- C. A suspended permit may be reinstated by the Township when:
- (1) The Township has inspected and approved the corrections to the stormwater facilities and BMPs or the elimination of the hazard or nuisance, and;
  - (2) The Township is satisfied that all applicable violations in this Ordinance have been corrected.
- D. Any permit or approval that has been revoked by the Township cannot be reinstated. The Applicant may apply for a new permit under the procedures outlined of this Ordinance.

**§206-44. Penalties**

- A. Any person violating the provisions of this Ordinance shall be subject to penalties that may range from liens against the property to fines for each violation, recoverable with costs. Each day that the violation continues shall constitute a separate offense and the applicable fines are cumulative.
- B. In addition, the Township may institute injunctive, mandamus or any other appropriate action or proceeding at law or in equity for the enforcement of this ordinance. Any court of competent jurisdiction shall have the right to issue

restraining orders, temporary or permanent injunctions, mandamus, or other appropriate forms of remedy or relief.

**§206-45. Appeals**

- A. Any person aggrieved by any action of the Township or its designee, under this Ordinance, may appeal to the appropriate judicial or administrative body accordingly to applicable Pennsylvania law.

[APPENDICIES ATTACHED]

**SECTION 2. Repeal and Ratification.**

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

**SECTION 3. Severability.**

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

**SECTION 4. Effective Date.**

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

ORDAINED AND ENACTED this 4<sup>th</sup> day of January 2016, by the Montgomery Township Board of Supervisors.

**MONTGOMERY TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
, *Chairperson*

[Seal]

Attested by:

\_\_\_\_\_  
LAWRENCE J. GREGAN  
*Township Manager/Secretary*

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Authorization to Submit Transportation Alternatives Program Grant Application (TAP) - Powerline Trail Connection, Phase 1

MEETING DATE: January 4, 2016                      ITEM NUMBER: # 29

MEETING/AGENDA:                                      ACTION                      NONE

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

INITIATED BY: Stacy Crandell                      BOARD LIAISON: Michael J. Fox, Chairman  
Assistant to the Township Manager 

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BACKGROUND:

The Township is proposing to apply for funding under the Transportation Alternatives Program (TAP) to fund the construction of an approximately 3,800 foot long, 10 foot wide multi-use trail segment between the existing Route 202 Parkway Trail and the Township's newly constructed Community & Recreation Center (CRC).

This trail segment would benefit Township Residents by providing pedestrian and bicycle access to the CRC. From a regional prospective, this link is part of the "Circuit", which is the region's officially endorsed regional trail network and supports the Township's goal of providing a trail system that will provide a multitude of recreational opportunities for the Township. These trail networks will provide access to various parks, open space, commercial areas and cultural/historical sites. Implementation of the trails will also open up opportunities for enhancement of natural areas.

The Transportation Alternatives Program provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, environmental mitigation, recreational trail program projects, and safe routes to school projects.

The TAP funding is an annual program and there is \$3.75 million available for the five county region out of \$7.5 million statewide. Grants range from \$250,000 to \$1,000,000. Funding split is 80:20. Typical expectation is to achieve this split for the municipality by funding all pre-construction activities and then the TAP will fund construction. TAP uses federal dollars, so the design must follow all federal requirements just like a construction project being performed by PennDOT. This will add time to the design and drive up the design cost, but if the Township receives the grant, this could outweigh the additional up-front cost. Construction must be completed within two years of receiving the grant. Grant applications are due January 8, 2016.

Letters of support for the Grant have been provided by State Senator Stewart Greenleaf, State Representative Todd Stephens, and Montgomery County. In addition, Township Staff met with the owner of the Joseph Ambler Inn to discuss the project. The owner expressed enthusiasm for the project and a willingness to work together with the Township to provide access across the Joseph Ambler Inn property for the trail.

The Township Traffic Engineer's estimated cost for this trail connection is \$989,454. The Township will be requesting a grant amount of \$804,009 for the construction of this trail segment and there is no local match but the Township would have to handle all pre-construction costs which is estimated at \$185,445.

The filing deadline for the grant is January 8, 2016. Attached is the information that will be provided on the online application including the plan, and cost estimate.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

If the Township is awarded this grant, the project will have all construction costs funded through the TAP Grant. The pre-construction costs will be paid by the Township.

RECOMMENDATION:

Township Staff recommends that the Board authorize the submission of the application for the TAP Grant that would allow the connection of the 202 Parkway Trail to the Community and Recreation Center.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize Township Staff to submit the Transportation Alternatives Program Grant Application for the Powerline Trail Connection, Phase 1 Project.

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.

## **Transportation Alternatives Program- Application Due January 8, 2016**

**Project Summary:** The Township is applying for funding to construct an approximately 3,800 foot long multi-use trail (10 feet wide) between the existing Route 202 Parkway trail and the Township's newly constructed Community and Recreation Center. In addition to filling a critical gap in the Montgomery County Trail network, this trail segment would provide a local benefit as well by connecting several communities to the newly constructed community center. From a regional prospective, this link is part of the Circuit, which is the region's officially endorsed regional trail network.

**Project Location and Description:** Power Line Trail – Phase 1, Montgomery Township

**Statement of Problem:** Within Montgomery Township and many parts of the Philadelphia suburbs, there is a lack of infrastructure designated to the non-motorized vehicle making conditions hazardous at times for bicyclists, pedestrians and other forms of non-motorized transportation. Lack of facilities that connect destinations and provide safe access for bicyclists/pedestrians among others, forces people to use motorized vehicles to get to their destinations or risk personal safety. By doing so, this also increases vehicular congestion, increases CO2 emissions, reduces the quality of life and pollutes the air.

**Proposed Solutions and Actions:** Montgomery Township seeks funds to construct a 10 foot multi-use trail that connects two already existing multi-use trails to provide safe access and passage for non-motorized vehicles and pedestrians, and provide transportation options and alternatives to driving a car or SUV. This application is to construct Phase 1 of the Powerline Trail, connecting the already existing US 202 Parkway Trail with Montgomery Township's newly opened Community and Recreation Center. Future phases will extend the Powerline Trail and provide a key regional off road trail connection in Montgomery County.

**Project Sponsor Information:** Montgomery Township, Montgomery County, PA

**List any pending or potential public or private development activities and how they will impact this proposal:** There are no known development activities, either public or private, that would impact this project proposal.

**Describe how any planned projects may impact this project: Future projects that will have an impact on this project include future phases of the Powerline Trail.** This application is to obtain Funding for Phase 1 of the trail which provides the critical connection with the US 202 Parkway Trail. Future phases of the Powerline trail will expand upon this section once built. Otherwise, there are no projects known that would impact this project.

**Describe any potential impact on environmental features, or public controversy on environmental grounds:** The only impact that this project has on environmental features will be where it crosses over Little Neshaminy Creek. A bridge will be part of the construction of this project. The Township will be diligent about acquiring all of the necessary permits and work cooperatively with all required agencies to construct a structure that has minimal impact on the environment.

**Describe any needed or acquired temporary or permanent easements of ROW:** The Township is presently working with the Joseph Ambler Inn property owners to acquire an easement necessary on their property. The landowner is already in favor of this project and will help facilitate whatever the Township needs to make this project a success. The majority of this project is on Right of Way that is under Township control.

**Statewide or Regional Significance:** There is major regional significance involved with the construction of this project. This trail segment is designated a "Primary Trail" of "The Circuit", which is the Philadelphia region's endorsed trail network as approved by the 5 counties that encompass The Delaware Valley.

**Integration of land use with transportation and decision making:** This project possesses a strong linkage component to it. A regional goal is to create an integrated off-road trail network, providing a viable alternative to single occupancy vehicles. The Powerline Trail is one of the Primary Trails that form this network.

**Collaboration with stakeholders:**

**Safety first and maybe safety only:** There have been several accidents that involved bicycles in the project area. By providing a safe off road trail network, the goal of this project is to eliminate these occurrences where bicycle and motor vehicles come in contact.

**Readiness for implementation:** The Township plans to be aggressive and complete all preconstruction activities within 12 months once given a notice to proceed. Montgomery Township is very familiar with these kinds of projects and has experience delivering them and does not foresee any trouble difficulties meeting these deadlines. Construction of the entire project should be completed within 8-10 months following engineering completion.

**Leverage of other project or funds:** N/A

**Consistency: With local and regional plans and initiatives:** This project is very much consistent with all planning efforts on every level. This trail is classified as a priority of Montgomery Township. Montgomery County has identified the Powerline trail as a primary trail corridor in their Montco 2040 Comprehensive Plan. It is also a Primary Trail in "The Circuit"

**Reasonableness of Cost:** The costs associated with this project are in line with what other trails cost to construct.

**Teachability:** - N/A

**Success Factor: Support to see the project to fruition? Does sponsor have demonstrated success in delivering PennDOT projects?** Montgomery Township has experience working with PennDOT and has demonstrated a successful track record in completing projects in timely fashion. With significant experience in working with PennDOT District 6 on numerous projects, the Township fully understands what it will take to see this project to fruition.

**Environmental justice/Entitlement communities:** None in the project area

**Key Items:**

No match required, funds to be used 100% for construction

Applicants pay for pre-construction costs

No upfront costs are covered, this is a reimbursement program.

**TRAFFIC PLANNING AND DESIGN  
ENGINEER'S OPINION OF PROBABLE COST**

**PROJECT:** Power Line Connector Trail - Phase 1  
**MUNICIPALITY:** Montgomery Township/Montgomery County, PA  
**TPD JOB #:** MOTO 000082

**DESCRIPTION OF WORK:** Construct a 10 foot multi-use trail from the Route 202 Trail to the Montgomery Township Community Center

**ESTIMATE DATE:** 11/23/2015  
**PREPARED BY:** L.H  
**CHECKED BY:** JP

***DISCLAIMER:** TPD IS FURNISHING THIS COST ESTIMATE AS REQUESTED BY THE CLIENT. PLEASE NOTE THAT ESTIMATED COSTS ARE SUBJECT TO CHANGE BASED ON FIELD CONDITIONS, LOCAL OR REGIONAL DIFFERENCES, CHANGES TO THE PLANS, AND/ OR CHANGES IN UNIT COSTS. COST ESTIMATES ARE PROVIDED FOR USE IN BUDGETING, BUT IN NO WAY SHOULD THIS ESTIMATE BE CONSTRUED AS A FINAL COST FOR THE PROJECT. FINAL COSTS ARE CONTINGENT ON ACTUAL BIDS FROM CONTRACTORS. TPD WILL NOT BE HELD RESPONSIBLE FOR DIFFERENCES BETWEEN THIS COST ESTIMATE AND BID COSTS.*

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
<b>GRADING AND PREPARATION</b>				
CLEARING AND GRUBBING	AC	1.0	\$9,000.00	\$9,000
CLASS 1 EXCAVATION	CY	1,800	\$20.00	\$36,000
<b>SUBTOTAL GRADING AND PREPARATION</b>				<b>\$45,000</b>
<b>PAVEMENT ITEMS</b>				
SUPERPAVE BINDER COURSE, 2.5" DEPTH	SY	4,200	\$14.00	\$58,800
SUBBASE 6" DEPTH (NO. 2A)	SY	4,200	\$11.50	\$48,300
BITUMINOUS TACK COAT	SY	4,200	\$0.40	\$1,680
<b>SUBTOTAL PAVEMENT ITEMS</b>				<b>\$108,780</b>
<b>CURBING ITEMS</b>				
ADA COMPLIANT CURB RAMPS	EA	6	\$4,500.00	\$27,000
<b>SUBTOTAL CURBING ITEMS</b>				<b>\$27,000</b>

<b><i>DRAINAGE ITEMS</i></b>				
DRAINAGE IMPROVEMENTS/SWM	LS	1	\$30,000.00	\$30,000
<b>SUBTOTAL DRAINAGE ITEMS</b>				<b>\$30,000</b>
<b><i>SIGNS AND LANE MARKINGS</i></b>				
WAYFINDING SIGNAGE	EA	5	\$150.00	\$750
PEDESTRIAN SCALE STOP SIGN	EA	6	\$150.00	\$900
GENERAL LINE STRIPING	LF	3,500	\$3.00	\$10,500
PAINTED CROSSWALK	LF	250	\$100.00	\$25,000
<b>SUBTOTAL SIGNS AND LANE MARKINGS</b>				<b>\$37,150</b>
<b><i>LANDSCAPING ITEMS</i></b>				
MULCHING	SY	5,600	\$0.20	\$1,120
GENERAL LANDSCAPING	LS	1	\$25,000.00	\$25,000
STRUCTURAL SOIL	CY	0	\$75.00	\$0
<b>SUBTOTAL LANDSCAPING ITEMS</b>				<b>\$26,120</b>
<b><i>STREETSCAPE ITEMS</i></b>				
SPLIT RAIL FENCING	LF	250	\$75	\$18,750
6' HIGH PRIVACY FENCING	LF	500	\$120	\$60,000
80' PEDESTRIAN BRIDGE (12' WIDTH)	LF	1	\$225,000	\$225,000
<b>SUBTOTAL MISCELLANEOUS ITEMS</b>				<b>\$303,750</b>
<b>SUBTOTAL PAY ITEMS</b>				<b>\$577,800</b>

<b>OTHER ITEMS</b>					
MOBILIZATION (4%)	LS	1	\$23,112	\$23,112	
MAINTENANCE AND PROTECTION OF TRAFFIC (3%)	LS	1	\$17,334	\$17,334	
CONSTRUCTION SURVEY & STAKEOUT (4%)	LS	1	\$23,112	\$23,112	
EROSION AND SEDIMENTATION CONTROL (4%)	LS	1	\$23,112	\$23,112	
<b>SUBTOTAL OTHER ITEMS</b>				<b>\$86,670</b>	
<b>TOTAL: PAY ITEMS + OTHER ITEMS</b>					
				<b>\$664,470</b>	
CONTINGENCY (10%)				\$66,447	
<b>TOTAL ESTIMATE FOR CONSTRUCTION*</b>				<b>\$730,917</b>	
CONSTRUCTION INSPECTION	Estimated at 10% of Estimate for Construction	LS	1	\$73,092	\$73,091.70
<b>TOTAL FOR CONSTRUCTION INCLUDING INSPECTION</b>				<b>\$804,009</b>	

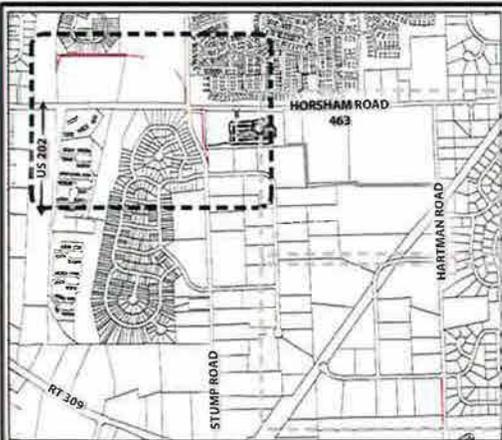
*Additional Estimates to be provided only if requested by Client and reviewed by Project Manager:*

**SURVEY AND ENGINEERING**

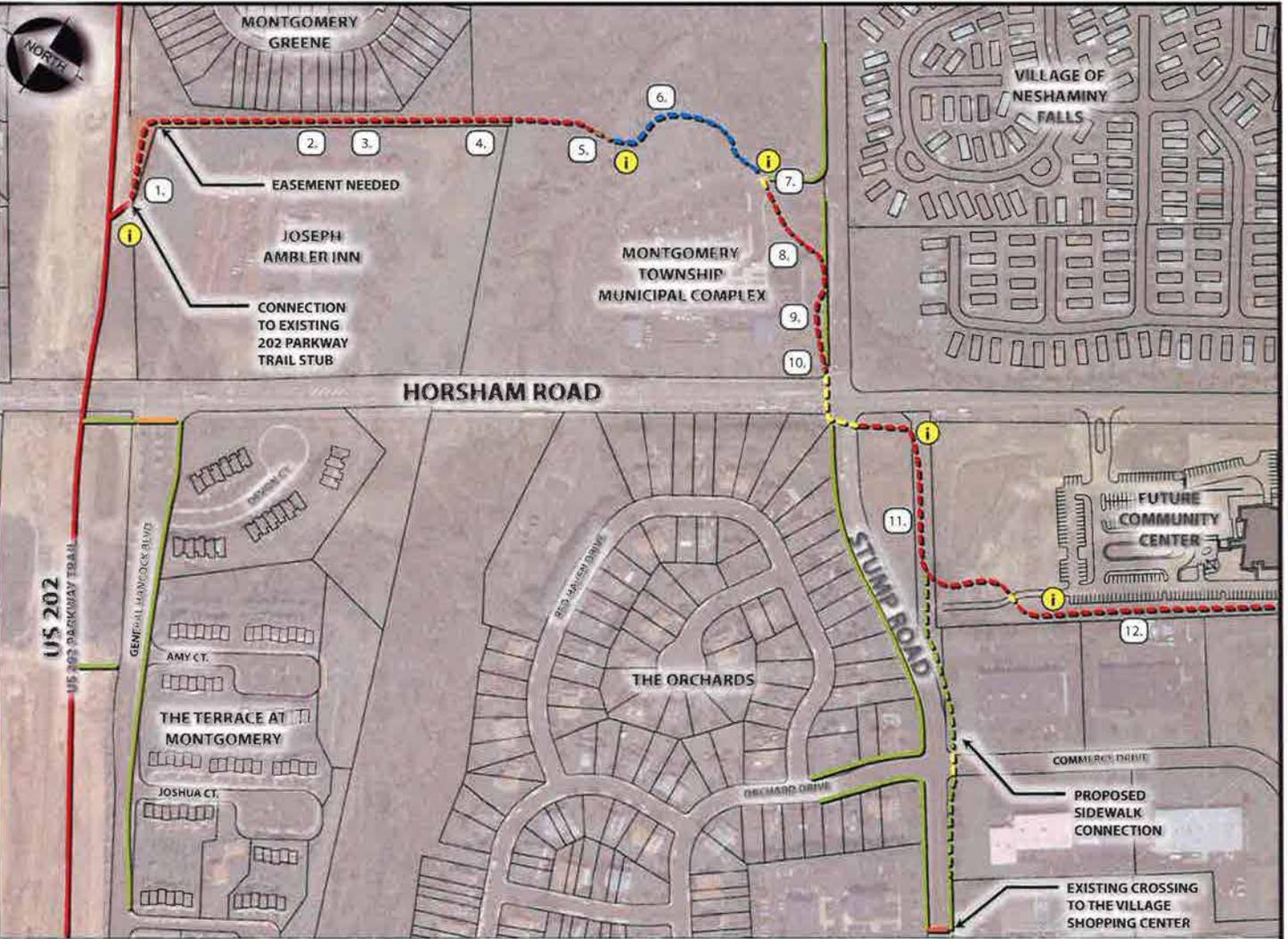
SURVEY	Estimated at 3% of Estimate for Roadway Items	LS	1	\$17,334	\$17,334
ENVIRONMENTAL	Estimated at 3% of Estimate for Construction	LS	1	\$21,928	\$21,928
PRELIM ENGINEERING	Estimated at 7.5% of Estimate for Construction	LS	1	\$54,819	\$54,819
FINAL ENGINEERING	Estimated at 7.5% of Estimate for Construction	LS	1	\$54,819	\$54,819
CONSTR MANAGEMENT	Estimated at 5% of Estimate for Construction	LS	1	\$36,546	\$36,546
<b>TOTAL FOR SURVEY AND ENGINEERING</b>				<b>\$185,445</b>	
<b>EST. PROJECT COST, INCLUDING ENGINEERING AND INSPECTION</b>				<b>\$989,454</b>	

**PLEASE NOTE: ESTIMATE DOES NOT INCLUDE:**

- Costs for right-of-way acquisition or easement procurement.*
- Costs for underground utility exploration or relocation.*
- Costs due to compressing "normal" schedules for design or construction*
- Legal costs*
- Cost escalation due to inflation*
- Any costs not specifically addressed above*



LOCATION REFERENCE PLAN  
SCALE: 1"=1500'



**LEGEND**

- - - PROPOSED 10' MULTI-USE TRAIL (OFF ROAD)
- EXISTING MULTI-USE TRAIL
- - - PAINTED CROSS WALK
- - - EXISTING PAVED TRAIL
- - - SHARE THE ROAD BIKE ROUTE
- - - PROPOSED SIDEWALK/PEDESTRIAN CONNECTION
- EXISTING SIDEWALK
- EXISTING CROSS WALK
- - - PEDESTRIAN BRIDGE
- EASEMENT NEEDED
- 1. PHOTO REFERENCE
- i KIOSK/INFORMATION

# POWER LINE TRAIL CONNECTOR

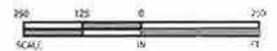
## Feasibility Study- Option A (Off-Road)

MONTGOMERY TOWNSHIP - PENNSYLVANIA

PREPARED BY: GILMORE ASSOCIATES, INC. CONSULTING ENGINEERS - 65 EAST BUTLER AVENUE, SUITE 100 - NEW BRITAIN - PENNSYLVANIA 18901

PAGE  
18

SCALE: 1"=250'



PROJECT NO.: 1303011  
DATE: NOVEMBER 20, 2013



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Authorization to Execute Radio Loan Agreements

MEETING DATE: January 4, 2016 ITEM NUMBER: #30

MEETING/AGENDA: ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Chairman,  
Board of Supervisors

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BACKGROUND:

In July the Board authorized the Township's participation in a County program allowing first responders throughout the County to purchase portable and mobile radios for emergency communications under the County's new radio system.

To help reduce the financial burden resulting from the purchase of the new radios, the Montgomery County Commissioners arranged with the Delaware Valley Regional Finance Authority (DVRFA) to allow municipalities to borrow funds through the County to cover the costs of the new radios with repayment of the principal of those loans over a five-year period. Under this financing arrangement, the County will pay the interest and administrative costs for the loans.

The financing program was extended to any fire company, EMS squad or other agency so long as the purchase was made through a sponsoring municipality that would be responsible for repayment. The Fire Department of Montgomery Township (FDMT) and Volunteer Medical Service Corps – Lansdale (VMSC) requested that the Township serve as the sponsoring municipality so that they could take advantage of the interest free financing program.

The Township needs to enter into separate loan agreements with FDMT and VMSC to secure their obligation for repayment of their share of the loan to the Township. Draft agreements have been prepared by the Township Solicitor and sent to FDMT and VMSC for approval and execution. The draft agreements include obligation for repayment, security in the form of a UCC 1 Financing Statement and posting of a cash escrow as additional security to guarantee repayment of their respective share of the loan. A copy of the draft agreements are attached and execution of the final form of agreement would be subject to the approval of the Township Solicitor.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

The Township entered into an Agreement with Montgomery County to borrow the funds for the purchase of the new radio equipment on behalf of FDMT and VMSC.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

FDMT will be responsible for five annual payments in the amount of \$32,745.81 and VMSC will be responsible for annual payments in the amount of \$34,015.03 which payment will start upon execution of the agreements.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve execution of the Loan Agreements with FDMT and VMSC with the final form of the agreements to be subject to the approval of the Township Solicitor.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve execution of the Loan Agreements with FDMT and VMSC with the final form of the agreements to be subject to the approval of the Township Solicitor.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

ROLL CALL:

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

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

## **AGREEMENT**

**1. PARTIES.** The parties hereto are **MONTGOMERY TOWNSHIP** (hereinafter "Township"), with its principal offices in the Montgomery Township Building, 1001 Stump Road, Montgomeryville, Montgomery County, Pennsylvania and **VOLUNTEER MEDICAL AMBULANCE CORPS**, hereinafter ("Ambulance Corps") with a mailing address of \_\_\_\_\_, Montgomery County, Pennsylvania.

**2. BACKGROUND.** The Township has requested Montgomery County ("the County") to lend the sum of \$536,651.72 for the purpose of purchasing emergency radio equipment and services ("Emergency Radios"). Of this sum, \$170,075.16 is allocated to purchasing Emergency Radios for the Ambulance Corps. The County has agreed to lend Township the said sum, to be payable by Township in annual installments in the amount and payable on January 25<sup>th</sup> of the years 2016-2020. Ambulance Corps shall annually pay Township for its allocated portion of the sums lent pursuant to the terms of Paragraph 3.

**3. REPAYMENT.** Ambulance Corps shall pay to Township the sum of \$34,015.03 annually on or before the January 1 of the years 2016, 2017, 2018, and 2019, and a final payment of \$34,015.04 on or before January 1, 2020. In addition, should Township receive any other bills from County for any costs, charges, including but not limited to attorney's fees, additional interest or any other expense of the loan, Township shall immediately notify Ambulance Corps of same and Ambulance Corps hereby obligates itself to make prompt payments of all said bills, in preference to any other obligations of Ambulance Corps.

**4. DEFAULT.** In the event of default, Ambulance Corps hereby authorizes and empowers the Prothonotary or Clerk or any attorney of any Court of Record of Pennsylvania who is then Solicitor for Township to appear for them or any of them and to confess judgment against Ambulance Corps in favor of Township, with or without declaration filed for a sum equal to the amount then due by Township to County with costs of suit, release of errors, without stay of execution and with ten percent (10%) added for attorney's collection fee and with respect to any judgment entered hereon, Ambulance Corps waives, in regard to any real or personal property levied upon, any right of appraisal, exemption or stay of execution under any law now in force or hereafter enacted, the right of inquisition (and agrees that any real estate shall be voluntarily condemned and may be sold under a writ of execution), the right of appeal and thus release all errors. Ambulance Corps waives protest of this promissory obligation. Waiver of any default by Township shall not constitute waiver of any subsequent default. Ambulance Corps shall execute a confession of judgment note in the form attached hereto, marked Exhibit "A" and made a part hereof.

5. **ASSIGNMENT.** Ambulance Corps hereby assigns to Township, or waives the right to receive from Township, in partial satisfaction of its obligation to Township hereunder, its annual appropriation from Township, if any, for emergency services purposes, to the extent necessary, in the sole discretion of Township, to meet the obligations hereof, and Township acknowledges and consents to this assignment.

6. **COVENANTS OF AMBULANCE CORPS.**

- (a) Ambulance Corps acknowledges that this Agreement and the transaction contemplated herein have been made for its benefit and accommodation, and that in the event of any legal proceedings seeking to invalidate or set aside the same, Ambulance Corps will assume all fees and costs arising from the defense thereof by Township; and, further, should said proceedings be successful, will forthwith cause the instruments evidencing the loan with County to be supplanted by its own obligations to the end that Township is relieved of all obligations to County whatsoever.
- (b) The Emergency Radios are to be purchased with the above referred to funds. Ambulance Corps hereby grants to Township a security interest in the Emergency Radios which is to be purchased with the above referred to funds and further agrees to execute a financing statement in a form attached hereto and marked Exhibit "B" for the Emergency Radios.
- (c) As additional security for the loan of funds to purchase the Emergency Radios, Ambulance Corps shall post \$170,075.16 in cash security with the Township. Such cash security shall provide for, and secure to the Township, the timely repayment of the loan as described in Paragraph 3 above. The Township shall release from this escrow the amount of any payment received by the Township pursuant to the terms of this Agreement within 15 days. Township is authorized to draw from this escrow any payment not timely received from Ambulance Corps as described by Paragraph 3.
- (d) Ambulance Corps has or will acquire absolute title, unless title is encumbered and/or held by the Commonwealth of Pennsylvania, to the Emergency Radios free and clear of all liens, encumbrances and security interests except the security interest hereby given to Township, and Ambulance Corps will defend the Emergency Radios against claims and demands of all persons.
- (e) Ambulance Corps will not permit any liens for security interests other than Township's or Commonwealth of Pennsylvania's security interest to attach to the Emergency Radios and will not

permit the Emergency Radios to be levied upon by any legal process.

- (f) Without the prior written consent of Township, Ambulance Corps will not sell, exchange, lease, or otherwise dispose of the Emergency Radios or any of its rights therein or under this Agreement.
- (g) Ambulance Corps will maintain the Emergency Radios in good condition and repair and will pay for repairs to or maintenance of the same and will not permit anything to be done that may impair the value of the Emergency Radios or the security intended to be afforded by this Agreement.

**7. POSSESSION.** Unless and until Ambulance Corps defaults, it may retain possession of the Emergency Radios and use them in any lawful manner not inconsistent with the agreements herein, or with the terms and conditions of any policy of insurance thereon.

**IN WITNESS WHEREOF,** the parties have executed this Agreement this \_\_\_\_ day of November, 2015.

ATTEST:

MONTGOMERY TOWNSHIP  
BOARD OF SUPERVISORS

\_\_\_\_\_

\_\_\_\_\_

VOLUNTEER MEDICAL  
AMBULANCE CORPS

\_\_\_\_\_

\_\_\_\_\_

Secretary

President

Total Amount of Note: \$170,075.16

Date: \_\_\_\_\_

**FOR VALUE RECEIVED**, the **VOLUNTEER MEDICAL AMBULANCE CORPS** promises to pay to the order of **MONTGOMERY TOWNSHIP**, Montgomery County, Pennsylvania, \$170,075.16, without interest, in five successive annual installments, as follows:

<u>Payment Date</u>	<u>Payment Amount</u>
January 1, 2016	\$34,015.03
January 1, 2017	\$34,015.03
January 1, 2018	\$34,015.03
January 1, 2019	\$34,015.03
January 1, 2020	\$34,015.04

**Protest waived.** On non-payment of any installment when due, all remaining installments shall, at the option of the holder, shall become immediately due and payable. If payment on this Note shall be overdue, the assignor does hereby authorize any attorney of any court of record within the United States or elsewhere, to appear for the assignor, its successors or assigns, in any such court, in term time or on vacation and with or without declaration filed, to waive process and service thereof and confess judgment in favor of the Holder of this Note for the unpaid balance of the principal amount hereof, together with all unpaid interest thereon, costs of suit and an attorney's commission for collection of 10% of the principal amount thereof, with release of all errors and right to appeal which may intervene in any such proceedings. The undersigned consents to immediate execution upon such judgment, and inquisition and extension upon any levy upon real estate are hereby waived and condemnation agreed to, and the exemption of personal property from levy and sale on any execution hereon is also hereby expressly waived, and no benefit of exemption shall be claimed under or by virtue of any exemption law now in force or which may hereafter be enacted, the undersigned hereby expressly ratifying and confirming all that said attorney may do by virtue hereof.

VOLUNTEER MEDICAL  
AMBULANCE CORPS

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

## AGREEMENT

1. **PARTIES.** The parties hereto are **MONTGOMERY TOWNSHIP** (hereinafter "Township"), with its principal offices in the Montgomery Township Building, 1001 Stump Road, Montgomeryville, Montgomery County, Pennsylvania and **FIRE DEPARTMENT OF MONTGOMERY TOWNSHIP**, hereinafter ("Fire Company") with a mailing address of P.O. Box 18, Montgomeryville, Montgomery County, Pennsylvania.

2. **BACKGROUND.** The Township has requested Montgomery County ("the County") to lend the sum of \$536,651.72 for the purpose of purchasing emergency radio equipment and services ("Emergency Radios"). Of this sum, \$163,729.04 is allocated to purchasing Emergency Radios for the Fire Company. The County has agreed to lend Township the said sum, to be payable by Township in annual installments in the amount and payable on January 25<sup>th</sup> of the years 2016-2020. Fire Company shall annually pay Township for its allocated portion of the sums lent pursuant to the terms of Paragraph 3.

3. **REPAYMENT.** Fire Company shall pay to Township the sum of \$32,745.81 annually on or before the January 1 of the years 2016, 2017, 2018, and 2019, and a final payment of \$32,745.80 on or before January 1, 2020. In addition, should Township receive any other bills from County for any costs, charges, including but not limited to attorney's fees, additional interest or any other expense of the loan, Township shall immediately notify Fire Company of same and Fire Company hereby obligates itself to make prompt payments of all said bills, in preference to any other obligations of Fire Company.

4. **DEFAULT.** In the event of default, Fire Company hereby authorizes and empowers the Prothonotary or Clerk or any attorney of any Court of Record of Pennsylvania who is then Solicitor for Township to appear for them or any of them and to confess judgment against Fire Company in favor of Township, with or without declaration filed for a sum equal to the amount then due by Township to County with costs of suit, release of errors, without stay of execution and with ten percent (10%) added for attorney's collection fee and with respect to any judgment entered hereon, Fire Company waives, in regard to any real or personal property levied upon, any right of appraisalment, exemption or stay of execution under any law now in force or hereafter enacted, the right of inquisition (and agrees that any real estate shall be voluntarily condemned and may be sold under a writ of execution), the right of appeal and thus release all errors. Fire Company waives protest of this promissory obligation. Waiver of any default by Township shall not constitute waiver of any subsequent default. Fire Company shall execute a confession of judgment note in the form attached hereto, marked Exhibit "A" and made a part hereof.

- (f) Without the prior written consent of Township, Fire Company will not sell, exchange, lease, or otherwise dispose of the Emergency Radios or any of its rights therein or under this Agreement.
- (g) Fire Company will maintain the Emergency Radios in good condition and repair and will pay for repairs to or maintenance of the same and will not permit anything to be done that may impair the value of the Emergency Radios or the security intended to be afforded by this Agreement.

**7. POSSESSION.** Unless and until Fire Company defaults, it may retain possession of the Emergency Radios and use them in any lawful manner not inconsistent with the agreements herein, or with the terms and conditions of any policy of insurance thereon.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_\_ day of November, 2015.

ATTEST:

MONTGOMERY TOWNSHIP  
BOARD OF SUPERVISORS

\_\_\_\_\_

\_\_\_\_\_

FIRE DEPARTMENT OF  
MONTGOMERY TOWNSHIP

\_\_\_\_\_

\_\_\_\_\_

Secretary

President

Total Amount of Note: \$163,729.04

Date: \_\_\_\_\_

**FOR VALUE RECEIVED**, the **FIRE DEPARTMENT OF MONTGOMERY TOWNSHIP** promises to pay to the order of **MONTGOMERY TOWNSHIP**, Montgomery County, Pennsylvania, \$163,729.04, without interest, in five successive annual installments, as follows:

<u>Payment Date</u>	<u>Payment Amount</u>
January 1, 2016	\$32,745.81
January 1, 2017	\$32,745.81
January 1, 2018	\$32,745.81
January 1, 2019	\$32,745.81
January 1, 2020	\$32,745.80

**Protest waived.** On non-payment of any installment when due, all remaining installments shall, at the option of the holder, shall become immediately due and payable. If payment on this Note shall be overdue, the assignor does hereby authorize any attorney of any court of record within the United States or elsewhere, to appear for the assignor, its successors or assigns, in any such court, in term time or on vacation and with or without declaration filed, to waive process and service thereof and confess judgment in favor of the Holder of this Note for the unpaid balance of the principal amount hereof, together with all unpaid interest thereon, costs of suit and an attorney's commission for collection of 10% of the principal amount thereof, with release of all errors and right to appeal which may intervene in any such proceedings. The undersigned consents to immediate execution upon such judgment, and inquisition and extension upon any levy upon real estate are hereby waived and condemnation agreed to, and the exemption of personal property from levy and sale on any execution hereon is also hereby expressly waived, and no benefit of exemption shall be claimed under or by virtue of any exemption law now in force or which may hereafter be enacted, the undersigned hereby expressly ratifying and confirming all that said attorney may do by virtue hereof.

ATTEST:

FIRE DEPARTMENT OF  
MONTGOMERY TOWNSHIP

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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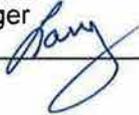
SUBJECT: Consider Payment of Bills

MEETING DATE: January 4, 2016 ITEM NUMBER: #31

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

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



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BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approval all bills as presented.

MOTION/RESOLUTION:

None.

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

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 01 UNIVEST CHECKING					
12/22/2015	01	4(S)	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	0.00
12/14/2015	01	62926	00002061	AT&T MOBILITY	195.58
12/14/2015	01	62927	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	86.24
12/14/2015	01	62928	00000072	CANON FINANCIAL SERVICES, INC	275.00
12/14/2015	01	62929	00000363	COMCAST	197.83
12/14/2015	01	62930	00000363	COMCAST	52.07
12/14/2015	01	62931	00000363	COMCAST	415.04
12/14/2015	01	62932	00000363	COMCAST	291.11
12/14/2015	01	62933	00000335	COMCAST CORPORATION	970.11
12/14/2015	01	62934	00000335	COMCAST CORPORATION	438.12
12/14/2015	01	62935	00001033	VERIZON CABS	552.89
12/14/2015	01	62936	00000170	VERIZON COMMUNICATIONS, INC.	124.99
12/14/2015	01	62937	00000170	VERIZON COMMUNICATIONS, INC.	119.99
12/15/2015	01	62938	99999999	UNITED STATES POSTAL SERVICE	2,399.47
12/17/2015	01	62939	00003003	YANAE I. SAVAGE	126.60
12/22/2015	01	62940	00000006	ACME UNIFORMS FOR INDUSTRY	101.47
12/22/2015	01	62941	00000031	AT&T	135.32
12/22/2015	01	62942	00000209	BOUCHER & JAMES, INC.	8,989.28
12/22/2015	01	62943	00000209	VOID	0.00
12/22/2015	01	62944	00000071	CANON SOLUTIONS AMERICA, INC.	275.00
12/22/2015	01	62945	00001601	CDW GOVERNMENT, INC.	170.02
12/22/2015	01	62946	00000363	COMCAST	683.94
12/22/2015	01	62947	00000335	COMCAST CORPORATION	1,410.89
12/22/2015	01	62948	00000629	DAVIDHEISER'S INC.	215.00
12/22/2015	01	62949	00000608	GOOSE SQUAD L.L.C.	900.00
12/22/2015	01	62950	00000057	LAWN AND GOLF SUPPLY COMPANY, INC.	151.24
12/22/2015	01	62951	00000738	LENNI ELECTRIC CORP	315.66
12/22/2015	01	62952	00000945	PIPERSVILLE GARDEN CENTER, INC.	1,093.07
12/22/2015	01	62953	00000170	VERIZON COMMUNICATIONS, INC.	369.97
12/22/2015	01	62954	00001329	WELDON AUTO PARTS	478.95
12/30/2015	01	62955	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	362.77
12/30/2015	01	62956	00000006	ACME UNIFORMS FOR INDUSTRY	368.73
12/30/2015	01	62957	00001875	ADVANCED COLOR AND GRIND LLC	880.00
12/30/2015	01	62958	00000340	ADVENT SECURITY CORPORATION	222.00
12/30/2015	01	62959	00001202	AIRGAS, INC.	189.84
12/30/2015	01	62960	MISC-FIRE	ALEXANDER J DEANGELIS	135.00
12/30/2015	01	62961	03214613	ALISON B COHEN	1,200.00
12/30/2015	01	62962	00001866	ANGEL M. JOHNSON	225.00
12/30/2015	01	62963	03214605	ANJI FAZIO	50.00
12/30/2015	01	62964	00002061	AT&T MOBILITY	114.85
12/30/2015	01	62965	00000999	BCG-BENEFIT CONSULTANTS GROUP	1,750.00
12/30/2015	01	62966	00000999	BCG-BENEFIT CONSULTANTS GROUP	350.00
12/30/2015	01	62967	00000043	BERGEY'S	364.15
12/30/2015	01	62968	MISC-FIRE	BILL WIEGMAN	180.00
12/30/2015	01	62969	00000209	BOUCHER & JAMES, INC.	330.12
12/30/2015	01	62970	MISC-FIRE	BRANDON UZDZIENSKI	30.00
12/30/2015	01	62971	00905000	BS&A SOFTWARE	237,090.00
12/30/2015	01	62972	MISC-FIRE	CARL HERR	75.00
12/30/2015	01	62973	00000085	CHAMBERS ASSOCIATES, INC.	602.50
12/30/2015	01	62974	MISC-FIRE	CHRIS MAGEE	45.00
12/30/2015	01	62975	00000563	COLONIAL MEDICAL ASSISTED	59.70
12/30/2015	01	62976	00000363	COMCAST	300.61
12/30/2015	01	62977	00000886	COMMONWEALTH OF PENNSYLVANIA	165.00
12/30/2015	01	62978	00001265	DANIEL J. ROSE	124.63
12/30/2015	01	62979	MISC-FIRE	DAVID P BENNETT	60.00
12/30/2015	01	62980	MISC-FIRE	DAVID WOLFE	30.00
12/30/2015	01	62981	00001556	DCED-PA DEPT OF COMMUNITY &	5,792.00
12/30/2015	01	62982	00001172	DETLAN EQUIPMENT, INC.	69.52
12/30/2015	01	62983	00000967	DVHT - DELAWARE VALLEY HEALTH TRUST	173,650.14
12/30/2015	01	62984	00001520	DVIT - DELAWARE VALLEY INSURANCE	25.00
12/30/2015	01	62985	00000612	DVMMA - DELAWARE VALLEY MUNICIPAL	1,863.84
12/30/2015	01	62986	00001332	EAGLE POWER & EQUIPMENT CORP	973.16
12/30/2015	01	62987	00000152	ECKERT SEAMANS CHERIN &	3,955.00
12/30/2015	01	62988	00001809	ECYNBRO TRUCKING LLC	250.00
12/30/2015	01	62989	00000160	ERB & HENRY EQUIPMENT INC.	911.12
12/30/2015	01	62990	00001905	ERIC MCKELVEY	100.00
12/30/2015	01	62991	00903110	ESTABLISHED TRAFFIC CONTROL	160.00
12/30/2015	01	62992	00000161	EUREKA STONE QUARRY, INC.	334.33
12/30/2015	01	62993	00001034	FASTENAL	325.30
12/30/2015	01	62994	00000169	FEDEX	19.42
12/30/2015	01	62995	00001466	FEDEX OFFICE	38.52
12/30/2015	01	62996	00001669	FIRST HOSPITAL LABORATORIES, INC.	30.00
12/30/2015	01	62997	03214568	FULTON CARDMEMBER SERVICES	1,693.28
12/30/2015	01	62998	00000188	GALLS, AN ARAMARK CO., LLC	140.03
12/30/2015	01	62999	00000817	GILMORE & ASSOCIATES, INC.	22,012.93
12/30/2015	01	63000	00000817	VOID	0.00
12/30/2015	01	63001	00000198	GLASGOW, INC.	55.00
12/30/2015	01	63002	MISC-FIRE	GLEN ROETMAN	60.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
12/30/2015	01	63003	00000219	GLOBAL EQUIPMENT COMPANY	299.08
12/30/2015	01	63004	00000229	GRAINGER	557.68
12/30/2015	01	63005	MISC	GREENSTONE GRANITE MARBLE TILE DBA	1,230.00
12/30/2015	01	63006	00000497	HEARTLAND SERVICES, INC.	497.31
12/30/2015	01	63007	00903416	HEARTSMART.COM	67.00
12/30/2015	01	63008	00001793	HILLTOWN TOWNSHIP	3,283.43
12/30/2015	01	63009	00000609	HLADIK, ONORATO & PEARLSTINE, LLP	183.20
12/30/2015	01	63010	00441122	HORSHAM CAR WASH	155.00
12/30/2015	01	63011	00001052	HORSHAM TOWNSHIP	1,513.85
12/30/2015	01	63012	00000225	ICMA MEMBER SERVICES	1,183.20
12/30/2015	01	63013	00001729	INTERNATIONAL BRONZE, LTD	139.00
12/30/2015	01	63014	00001067	INTOXIMETERS, INC.	238.50
12/30/2015	01	63015	MISC-FIRE	JOE BIFOLCO	245.00
12/30/2015	01	63016	MISC-FIRE	JOHN H. MOGENSEN	150.00
12/30/2015	01	63017	MISC-REC	JOHN MONAGHAN	315.00
12/30/2015	01	63018	00000148	JONATHAN S. BEER	200.00
12/30/2015	01	63019	MISC-FIRE	JOSEPH J. SIMES	240.00
12/30/2015	01	63020	00003050	KATHI NEAL	25.00
12/30/2015	01	63021	00000264	KENCO HYDRAULICS, INC.	4,432.88
12/30/2015	01	63022	00000572	KEVIN COSTELLO	99.99
12/30/2015	01	63023	03214612	KEYSTONE TECHNOLOGIES LLC	1,230.00
12/30/2015	01	63024	03214614	KIN PROPERTIES	115,203.56
12/30/2015	01	63025	00906087	KRYSTLE LYNNE HICKEY	150.00
12/30/2015	01	63026	00000571	LEE WAGNER	992.35
12/30/2015	01	63027	00000687	MARLANE GRAPHICS, INC.	40.00
12/30/2015	01	63028	MISC-FIRE	MARY NEWELL	105.00
12/30/2015	01	63029	MISC-FIRE	MATT SHINTON	60.00
12/30/2015	01	63030	00906113	MCANDREW POOL RESTORATION	3,600.00
12/30/2015	01	63031	MISC-FIRE	MICHAEL D. SHINTON	100.00
12/30/2015	01	63032	MISC-FIRE	MICHAEL SHEARER	30.00
12/30/2015	01	63033	00905057	MICROSOFT CORPORATION	1,148.00
12/30/2015	01	63034	MISC-FIRE	MIKE BEAN	45.00
12/30/2015	01	63035	00000324	MOYER INDOOR / OUTDOOR	233.58
12/30/2015	01	63036	00000540	MYSTIC PIZZA	265.50
12/30/2015	01	63037	00000417	NANCY J. LARKIN	582.72
12/30/2015	01	63038	00001381	NATIONAL DECALCRAFT CORP.	49.40
12/30/2015	01	63039	00001247	NELSON WIRE ROPE CORPORATION	91.18
12/30/2015	01	63040	00001054	NEW BRITAIN TOWNSHIP	5,108.35
12/30/2015	01	63041	00001535	NORRIS SALES COMPANY INCORPORATED	456.21
12/30/2015	01	63042	00000356	NORTH WALES WATER AUTHORITY	78.44
12/30/2015	01	63043	00000356	NORTH WALES WATER AUTHORITY	334.15
12/30/2015	01	63044	00000356	NORTH WALES WATER AUTHORITY	176.40
12/30/2015	01	63045	00000356	NORTH WALES WATER AUTHORITY	174.50
12/30/2015	01	63046	00000270	NYCE CRETE AND LANDIS CONCRETE	200.00
12/30/2015	01	63047	03214615	P.C. CURRY	3,615.00
12/30/2015	01	63048	00000369	PA - DEP	100.00
12/30/2015	01	63049	MISC-FIRE	PAUL R. MOGENSEN	230.00
12/30/2015	01	63050	MISC-FIRE	PAUL SMITH	80.00
12/30/2015	01	63051	00000595	PENN VALLEY CHEMICAL COMPANY	656.64
12/30/2015	01	63052	00000955	PENNSYLVANIA MUNICIPAL LEAGUE (PML)	65.00
12/30/2015	01	63053	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	146.98
12/30/2015	01	63054	00001358	PENNSYLVANIA RECREATION AND PARK	367.00
12/30/2015	01	63055	MISC	PERRI JOSEPH & JEANETTE	1,200.00
12/30/2015	01	63056	00000613	PETER CHIMERA	15.00
12/30/2015	01	63057	MISC-FIRE	PHIL STUMP	90.00
12/30/2015	01	63058	00001791	PHILADELPHIA PROTECTION BUREAU, INC	1,267.80
12/30/2015	01	63059	00000446	PHISCON ENTERPRISES, INC.	200.00
12/30/2015	01	63060	00000945	PIPERSVILLE GARDEN CENTER, INC.	371.40
12/30/2015	01	63061	00001158	PITNEY BOWES	708.81
12/30/2015	01	63062	MISC-FIRE	RACHEL TROUTMAN	130.00
12/30/2015	01	63063	00906102	READY REFRESH	144.53
12/30/2015	01	63064	00000136	RECYCLE AWAY, LLC	1,483.57
12/30/2015	01	63065	00002033	REPUBLIC SERVICES NO. 320	15,581.06
12/30/2015	01	63066	00001153	RICARDO DEJESUS	208.90
12/30/2015	01	63067	00000117	RIGGINS INC	950.96
12/30/2015	01	63068	00000115	RIGGINS, INC	1,930.27
12/30/2015	01	63069	00000441	ROBERT HART	188.13
12/30/2015	01	63070	00001972	ROBERT L. BRANT	5,782.24
12/30/2015	01	63071	MISC-FIRE	ROBERT MCMONAGLE	60.00
12/30/2015	01	63072	00000610	RUBIN, GLICKMAN, STEINBERG AND	52.00
12/30/2015	01	63073	MISC-FIRE	RYAN CROUTHAMEL	45.00
12/30/2015	01	63074	00000969	SAFETY-KLEEN SYSTEMS, INC.	96.14
12/30/2015	01	63075	00000653	SCATTON'S HEATING & COOLING, INC.	817.80
12/30/2015	01	63076	03214606	SHANNON GILLESPIE	25.00
12/30/2015	01	63077	03214608	SIGNARAMA LANSDALE	140.92
12/30/2015	01	63078	MISC	SMYSER CONSULTING LLC	1,200.00
12/30/2015	01	63079	00000059	SOCIETY OF HUMAN RESOURCE(SHRM)	190.00
12/30/2015	01	63080	00000015	SPRINT	417.15
12/30/2015	01	63081	00001394	STANDARD INSURANCE COMPANY	7,590.74
12/30/2015	01	63082	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	379.90
12/30/2015	01	63083	MISC-FIRE	STEVE SPLENDIDO	60.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
12/30/2015	01	63084	00906008	STONERIDGE, INC.	48,874.04
12/30/2015	01	63085	MISC	SWOYER JOHN F III & CHERYL A	1,200.00
12/30/2015	01	63086	00000485	SYRENA COLLISION CENTER, INC.	1,443.00
12/30/2015	01	63087	00906134	TASER INTERNATIONAL	2,458.95
12/30/2015	01	63088	00001982	TEMPLE UNIVERSITY - CJTP	2,160.00
12/30/2015	01	63089	00001872	TERRE HILL SILO COMPANY, INC.	317.00
12/30/2015	01	63090	00002020	THOMSON REUTERS	110.25
12/30/2015	01	63091	00001273	TIM KUREK	283.25
12/30/2015	01	63092	00002031	TRI-COUNTY ELECTRICAL SUPPLY	201.15
12/30/2015	01	63093	00000077	TRISTATE ENVIRONMENTAL	1,235.00
12/30/2015	01	63094	00000327	U.S. MUNICIPAL SUPPLY INC.	34,025.69
12/30/2015	01	63095	00002062	UNITED ELECTRIC SUPPLY CO., INC.	192.66
12/30/2015	01	63096	00000615	UNIVEST INSURANCE, INC.	3,275.00
12/30/2015	01	63097	00000003	USI EDUCATION & GOV SALES	153.99
12/30/2015	01	63098	00000520	VALLEY POWER, INC.	980.00
12/30/2015	01	63099	00000040	VERIZON	242.23
12/30/2015	01	63100	00000040	VERIZON	137.79
12/30/2015	01	63101	00001033	VERIZON CABS	552.89
12/30/2015	01	63102	00000038	VERIZON WIRELESS SERVICES, LLC	849.73
12/30/2015	01	63103	00903114	VICKI SOUDER	350.00
12/30/2015	01	63104	MISC-FIRE	VINAY SETTY	205.00
12/30/2015	01	63105	MISC-FIRE	VINCE ZIRPOLI	255.00
12/30/2015	01	63106	00000538	WARRINGTON TOWNSHIP	4,645.75
12/30/2015	01	63107	03214607	WARWICK TOWNSHIP	873.65
12/30/2015	01	63108	00001329	WELDON AUTO PARTS	112.40
12/30/2015	01	63109	00002090	WHITMOYER AUTO GROUP	50,600.00
12/30/2015	01	63110	MISC-REC	WILLIAM GREENE	176.00
12/30/2015	01	63111	00000958	WILLIAM KEUCHER	1,509.65
12/30/2015	01	63112	00003003	YANAE I. SAVAGE	150.00
12/30/2015	01	63113	00001157	YOUNGS	390.00

01 TOTALS:

(2 Checks Voided)

Total of 187 Disbursements:

829,355.81

12/30/2015

Check List  
For Check Dates 12/15/2015 to 01/04/2016

Check Date	Name	Amount		
12/15/2015	CITY OF PHILADELPHIA	Nov Wage Tax Payment	\$	330.18
12/17/2015	UNITED STATES TREASURY	941 Tax Payment	\$	76,827.41
12/17/2015	BCG 401	401 Payment	\$	14,201.01
12/17/2015	BCG 457	457 Payment	\$	9,829.88
12/17/2015	PBA	PBA Payment	\$	789.41
12/17/2015	PA SCDU	Withholding Payment	\$	2,800.13
12/23/2015	STATE OF PA	State Tax Payment	\$	8,322.19
12/31/2015	UNITED STATES TREASURY	941 Tax Payment	\$	74,852.98
12/31/2015	BCG 401	401 Payment	\$	13,979.63
12/31/2015	BCG 457	457 Payment	\$	9,805.08
12/31/2015	PBA	PBA Payment	\$	789.41
12/31/2015	PA SCDU	Withholding Payment	\$	2,800.13
01/04/2016	UNITED STATES TREASURY	945 Tax Payment	\$	4,777.96
01/04/2016	ICMA RC	DROP Plan Payment	\$	17,827.41
Total Checks: 14			\$	237,932.81