

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
April 11, 2016

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

Lawrence J. Gregan
Township Manager

ACTION MEETING – 8:00 PM

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Consider Approval of Minutes of March 28, 2016 Meeting
5. Consider Resolution Recognizing Local Government Week
6. Consider Proclamation of Arbor Day for Tree City USA
7. Consider Approval of Preliminary/Final Land Development Plan – LDS #681 – 1390 Welsh Road – Nappen & Associates
8. Consider Award of the Contract for the Roofing Restoration Work Project at the Township Building
9. Consider Approval of Construction Management Agreement for Roofing Restoration Work Project
10. Consider Approval of Out of State Training – Police Department
11. Consider Approval of Out of State Training – Fire Department
12. Consider Designation of Agent – Winter Storm Jonas Disaster Assistance
13. Consider Authorization to Execute Agreements for Directed Trustee Services for 401(a) Money Purchase Pension Plan and 457(b) Deferred Compensation Plan
14. Consider Approval of Post Offer Pre-Employment Medical Examination and Substance Abuse Testing Policy
15. Consider Approval of Transfer - 2015 General Fund Surplus
16. Consider Payment of Bills
17. Other Business
18. Adjournment

Future Public Hearings/Meetings:

04-12-2016 @7:30pm – Open Space Committee
04-13-2016 @5:30pm – Autumn Festival Committee
04-13-2016 @7:30pm – Park and Recreation Board
04-18-2016 @7:00pm – Finance Committee
04-19-2016 @12:30pm – Business Development Partnership
04-20-2016 @6:00pm – Sewer Authority Board

04-20-2016 @7:30pm – Shade Tree Commission
04-20-2016 @7:30pm – Public Safety Committee
04-21-2016 @7:30pm – Planning Commission
04-23-2016 @9:00am – Arbor Day Celebration (MontCRC)
04-23-2016 @9:00am – Recycling Day (Township Building)
04-25-2016 @8:00pm – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: April 11, 2016

ITEM NUMBER: #3

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

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



BACKGROUND:

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

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Minutes for March 28, 2016

MEETING DATE: April 11, 2016

ITEM NUMBER: #4

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gegan
Township Manager

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

BACKGROUND:

Please contact Deb Rivas on Monday, April 11, 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
MARCH 28, 2016**

DRAFT

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

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

Following the Pledge of Allegiance, Chairman Joseph P. Walsh called for public comment from the audience.

Lorraine Schell of 119 Matthew Drive stated that she was there representing homeowners of the Montgomery Ridge development. Ms. Schell stated that two lots were sold by a property owner on Horsham Road and a builder plans on building two large homes on those lots behind 113, 115 and 117 Matthew Drive. Ms. Schell stated that the property lines do not add up and need to be re-surveyed. She also requested an explanation as to why the sewer easements on these lots were abandoned. Ms. Schell presented the Board of Supervisors with a document showing the residents' concerns regarding these properties, including concerns about a decrease in home values and wildlife, the need for an accurate accounting of lot size / square footage of each lot, construction concerns and safety issues. Director of Planning Bruce Shoupe stated that the subdivision plan for these lots was approved in 2006. The plan was prepared by a registered civil engineer and reviewed by the Township engineer and would only have been approved if it met the Township's code. Township Solicitor Frank Bartle, Esquire suggested that Ms. Schell meet with Bruce Shoupe to determine which

public items require addressing by the Township. Ms. Schell indicated that she had met with Bruce Shoupe and that she would still like the property to be surveyed. Mr. Bartle stated that if there is objective evidence that the lot lines do not add up, she should present that information to Mr. Shoupe for further review.

Solicitor Frank Bartle announced that the Board had met in an executive session prior to this meeting and discussed Fire Union negotiations and one matter of personnel. The Board also met in executive sessions on March 14, 2016 and March 21, 2016 to discuss a personnel matter. Mr. Bartle stated that these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Chairman Joseph P. Walsh made a motion to approve the minutes of the March 14, 2016 Board of Supervisors meeting, and Supervisor Robert J. Birch seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Township Manager Lawrence J. Gregan reported that a vacancy currently exists on the Montgomery Township Environmental Advisory Committee (EAC). Township resident Emily Strake has expressed an interest in becoming member of the committee. Resolution #1 made by Chairman Joseph P. Walsh, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, appointed Emily Strake as a member of the EAC to fill an existing three year term to expire January 1, 2019. Ms. Strake was sworn in to her position on the EAC by Chairman Joseph P. Walsh.

Director of Fire Services Rick Lesniak reported that the Fire Services Agreement provides that the Volunteer Fire Department of Montgomery Township (FDMT) annually advise the Board of Supervisors of its planned fundraising activities and requests the Board of Supervisor's approval of the events. The FDMT proposes to host the following fund raising activities in 2016: Car Washes and a Coin Toss. Resolution #2 made by Chairman Joseph P. Walsh, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, approved the fund raising events.

Director of Fire Services Rick Lesniak reported that the Fire Department of Montgomery Township has selected its officers for the year 2016 to be presented to the Board of Supervisors. Vince Zirpoli, Fire Chief, announced the names of the Operational Officers: Vince Zirpoli, Fire Chief, William Weigman, Deputy Chief, Joseph Bifulco, Assistant Chief, Frank Colelli, Captain, John Scheiter, Captain, Joseph Bifulco, Captain, Vinay Setty, Captain, Michael Shinton, Lieutenant, Rachel Troutman, Lieutenant, Matthew Palm, Fire Police Captain and William Adams, Fire Police Lieutenant. Glen Roetman, President, announced the Administrative Officers: Glen Roetman, President, Turner Semrau, Vice-President, Michael Shinton, Treasurer, Michael Goldberg, Financial Secretary, Philip Stump, Secretary, and Vinay Setty, Head Trustee, and the Relief Association Officers: Matthew Palm, President, Paul Mogensen, Vice-President, Joel Silver, Treasurer and Michael Goldberg, Secretary. Resolution #3 made by Chairman Joseph P. Walsh, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, approved the Fire Department of Montgomery Township and the Fire Department of Montgomery Township Relief Association 2016 Officers.

Public Information Coordinator Kelsey McMeans reported that the Valley Forge Tourism and Convention Board recently launched a new branding campaign aimed at bringing travel and tourism to all of Montgomery County's fantastic attractions and destinations, encouraging visitors and locals alike to #MakeItMontco. Dad Werkerly of the Valley Forge Tourism and Convention Board made a presentation addressing some of these new campaign initiatives and how they directly impact the people of Montgomery Township. A video highlighting Montgomery County was shown as well. The Valley Forge Tourism and Convention Board will gladly advertise any of the events sponsored by Montgomery Township on its website.

Chairman Joseph P. Walsh opened a public hearing at 8:45 p.m. to consider the adoption of proposed Ordinance #15-293-Z – Text Amendment to BP Zoning District – Congregate Care/Independent Senior Living. Notes of testimony were taken by Court Reporter, Tim Kurek. Township Solicitor Frank Bartle introduced the ordinance, read the legal advertisement, listed and entered Township exhibits on the record. Director of Planning and

Zoning Bruce Shoupe reported that the Township received a request from Fairway 202 Associates for a text amendment to the BP – Business Office and Professional District regulations in the Zoning Code. A new use has been proposed in this district for Congregate Care/Independent Senior Living. This is a proposed combination of a senior day-care facility and a residential use. This proposed use is not permitted by right in any zoning district of the Township at present. The applicant proposes that the BP – Business Office and Professional District would be the appropriate district for this use, subject to Conditional Use Approval. The proposed amendments to the current BP Zoning regulations would define and add the “Congregate Care/Independent Senior Living” use as a permitted Conditional Use within the BP Zoning District along with the following revisions to the dimensional requirements for this use: Increase the maximum building height from 35 feet to 40 feet not to exceed 3 stories; increase the maximum building coverage from 15% to 25% of the total lot area; revise parking and side yard setback requirements; establish a minimum parking requirement of .6 parking spaces per suite; and provide for exemptions from special regulations in the BP District when this use abuts a residentially zoned golf course.

Attorney James Garrity, Esquire, representing the applicant, reviewed the proposed plan for the facility and shared conceptual drawings with the Board of Supervisors. Planner Ken Amey reported that the proposed Ordinance went through several revisions and took a considerable amount of time to incorporate all of the changes that were suggested. Overall, it was agreed that this was a good use of this parcel of land. Several residents of the Pine Crest community spoke in favor of this plan and use for the parcel. Residents Dan Baker of 194 Pine Crest Lane and Mark McKenna of 330 Country Club Drive both commented that this was an excellent use for this property. The hearing was closed at 9:16 p.m. Resolution #4, made by Chairman Joseph P. Walsh, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, approved Ordinance #15-293-Z, Text Amendment to BP Zoning District – Congregate Care/Independent Senior Living.

Director of Planning and Zoning Bruce Shoupe reported that the preliminary/final land development plan for LDS#681 – 1390 Welsh Road was postponed at the request of the applicant. Chairman Joseph P. Walsh made a motion to postpone the review of the plan to the next Board of Supervisors meeting on April 11, 2016. Vice Chairman Candyce Fluehr Chimera seconded the motion. The motion was approved unanimously by a vote of 4 to 0, with Supervisor Michael Fox absent.

Director of Planning and Zoning Bruce Shoupe reported that a land development application has been received from Montgomeryville Five Point Plaza located at 640 Cowpath Road for the development of Condo Unit #5. The property site contains 45.85 acres and currently consists of several retail, restaurant and service uses with associated parking and site improvements. Condo Unit #5 is adjacent to BJ's Warehouse Club. The proposal includes retail uses A1 and A2, 17,912 square feet and 18,139 square feet, respectively. Additional improvements include the construction of parking areas, signage and pavement markings. Township staff and consultants have reviewed the plan as proposed. Resolution #5 made by Chairman Joseph P. Walsh, seconded by Supervisor Robert Birch and adopted unanimously, approved the final plan, LDS #687 for Condo Unit #5 located at 640 Cowpath Road.

Director of Planning and Zoning Bruce Shoupe reported that it has been the policy of the Board of Supervisors to waive permit fees for non-profit and religious organizations. The Township has received a request from Bharatiya Temple to waive the building permit fee for the building canopies at the side entrances to the Temple foyers. The fee is \$349.00. Resolution #6 made by Chairman Joseph P. Walsh, seconded by Supervisor Robert J. Birch and adopted unanimously, approved the waiver of the permit fee for the Bharatiya Temple located at 1612 County Line Road.

Assistant to the Township Manager Stacy Crandell announced the 2016 Spring date for the curbside leaf waste collection. The Spring 2016 curbside collection will take place on Saturday, April 16, 2016. Residents must place the collected leaf and yard waste materials in biodegradable paper bags at the curb prior to 7:00 a.m. that day for collection.

Director of Administration and Human Resources Ann Shade reported that the Township maintains an employee handbook of personnel policies that is provided to all employees. As laws, practices and procedures change, the Township determines the need to update existing policies or to add new policies. The Sexual Misconduct and Sexual Harassment Policy and the Anti-Harassment Policy are being presented for approval as an update to existing policies that were approved on April 12, 2004. These policies stress the Township's position of "zero tolerance" of sexual misconduct or any harassment that is sexual or based upon race, color, religion, gender, national origin, age, disability, marital status, veteran status, citizenship or any other status protected by law. In addition, the PA Child Protective Services Law: Employment-Related Practices Policy is being presented for approval as a new policy to coincide with the Township's current practices related to the hiring of employees whose essential job functions include the care, supervision, guidance or control of children or routine interaction with children. These policies have been reviewed by the Risk Control Department of Delaware Valley Insurance Trust, labor attorneys of Eckert Seamans and Montgomery Township staff. Resolution #7 made by Supervisor Robert J. Birch, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, approved the policies for distribution to employees and inclusion in the Montgomery Township Employee Handbook.

Director of Administration and Human Resources Ann Shade reported that the committee bylaws for the Employee Pension Committee provide that the Finance Director-Treasurer and the Director of Administration and Human Resources will as Co-Administrators of the Money Purchase Pension Plan (401a), Deferred Compensation Plan (457b) and the Police Pension Plan Plans. Staff is requesting the consideration of the appointment of Ami Tarburton, Finance Director-Treasurer, as Co-Administrator of the above-referenced plans. Resolution #8 made by Supervisor Robert J. Birch, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously appointed Ami Tarburton as a Co-Administrator of the Township's pension plans.

Resolution #9 made by Chairman Joseph P. Walsh, seconded by Supervisor Robert J. Birch and adopted unanimously, approved the construction escrow release #10 for LDS#630 – for Firefox Phase 1 in the amount of \$123,882.94.

Resolution #10 made by Chairman Joseph P. Walsh, seconded by Supervisor Robert J. Birch and adopted unanimously, approved the construction escrow release #2 for LDS#677 – for Narayan Guest House in the amount of \$61,449.16.

Resolution #11 made by Chairman Joseph P. Walsh, seconded by Supervisor Robert J. Birch and adopted unanimously, approved the construction escrow release #7 for LDS#639 – for Maple Drive/Crystal Road Townhouse Project in the amount of \$127,615.39.

Resolution #12 made by Chairman Joseph P. Walsh, seconded by Supervisor Robert J. Birch and adopted unanimously, approved the construction escrow release #3 for LDS#667 – for the Goodwin Tract at 131 Stevers Mill Road in the amount of \$21,765.25.

A motion to approve the payment of bills was made by Chairman Joseph P. Walsh, seconded by Vice Chairman Candyce Fluehr Chimera, and adopted unanimously, approved the payment of bills as submitted.

There being no further business to come before the Board, the meeting adjourned at 9:30 p.m.

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

SUBJECT: Consider Resolution Recognizing Local Government Week

MEETING DATE: April 11, 2016

ITEM NUMBER: # 5

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Kelsey McMeans,
Public Information Coordinator

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

Local Government Week focuses attention on the need for strong, independent, and active local governments as well as recognizing the valuable contributions made by residents serving their communities in public offices.

Montgomery Township is celebrating Local Government Week from April 11th to April 15th of this week. The event will bring area school children to the Township Building for outside demonstrations of the Fire Department, Public Works Department, and Volunteer Medical Services of Lansdale. The students will also get a tour of the Police Department and learn about Township Administration here in the Township Meeting Room.

The Township would like to recognize Montgomery Elementary and Mary, Mother of the Redeemer for taking an active role in learning more about the Township and how students can become further involved residents.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

The staff recommends recognizing our area elementary schools for their commitment to the future of our Township.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize and honor Local Government Week and area elementary schools, Montgomery Elementary and Mary, Mother of the Redeemer, for sponsoring student government programs and for their commitment to developing the leaders of the future.

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 BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

March 11, 2016

SUBJECT: Consider Proclamation of Arbor Day for Tree City USA

MEETING DATE: April 11, 2016

ITEM NUMBER: #6

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

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

INITIATED BY: Marianne McConnell
Deputy Zoning Officer

BOARD LIAISON: Michael Fox, Liaison
Shade Tree Commission

BACKGROUND:

The Shade Tree Commission sponsors an annual event to celebrate Arbor Day. This year, the Annual Arbor Day Tree Give-Away will be held on Saturday, April 23rd, 2016 at the Montgomery Township Building. Montgomery Township has also been named as a 2015 Tree City USA recipient with a presentation of the award by our State Forester scheduled during the event as well. The Shade Tree Commission would request that the Board of Supervisors begin this celebration with the reading of the attached Arbor Day Proclamation.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

The Board adopted a similar resolution on April 13, 2015.

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

\$4,000 has been budgeted for the event.

RECOMMENDATION:

The members of the Shade Tree Commission would like to extend an invitation to the Board of Supervisors to attend this annual event on Saturday, April 23, 2016 to celebrate Arbor Day.

MOTION/RESOLUTION:

Attached

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

Resolution #

Arbor Day Proclamation

Whereas, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our township increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, the Board of Supervisors of Montgomery Township, Pennsylvania, do hereby proclaim Saturday, April 23, 2016 as

Arbor Day

in Montgomery Township, and we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this the 23rd day of April 2016.

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

xc: Shade Tree Commission, Minute Book, Resolution File, File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consideration - Preliminary/Final Land Development Plan – 1390 Welsh Road –
Nappen & Associates – LDS#681

MEETING DATE: April 11, 2016

ITEM NUMBER: #7

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe

Director of Planning and Zoning

BOARD LIAISON: Joseph P. Walsh

Chairman

BACKGROUND:

The property is a 5.3 acre parcel of land with an existing 76,400 square foot building, located on Welsh Road between Park Drive and Bethlehem Pike. It is within the LI-Limited Industrial Zoning District. Nappen & Associates proposes to increase available parking from 51 spaces to 103 parking spaces with new areas along the east and north side of the building and a new access drive onto Welsh Road is proposed on the north side of the property. Associated traffic improvements are proposed for left turn movements for east bound Welsh Road into the property.

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
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 #

MONTGOMERY TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

**A RESOLUTION GRANTING CONDITIONAL PRELIMINARY/FINAL APPROVAL OF
THE APPLICATION FOR LAND DEVELOPMENT FOR NAPPEN & ASSOCIATES
FOR 1390 WELSH ROAD - LDS#681.**

The Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, hereby resolves to grant conditional, preliminary/final approval of the land development application and plan for **Nappen & Associates for 1390 Welsh 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 1, 2015, February 6, 2015, December 1, 2015, (Accessibility Review) February 19, 2015 (Accessibility Review); Boucher & James, Inc. letter dated November 23, 2015, January 9, 2015; Montgomery Township Planning Commission comments dated March 17, 2016; Montgomery County Planning Commission comments dated January 14, 2015; Traffic Planning and Design, Inc. letter dated March 4, 2016, December 1, 2015, October 28, 2015, February 5, 2015; Montgomery Township Fire Marshal's Office comments dated November 19, 2015, November 1, 2015; Montgomery Township Police Department comments dated January 28, 2015; Montgomery Township Zoning Officer comments dated March 6, 2016, February 5, 2015; and Kenneth Amey's letter dated February 6, 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, if required.
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. All future development of this parcel shall be subject to new application and approval by the Board of Supervisors.
7. All storm water inlets and outfall structures shall be identified in accordance with the PADEP Municipal Separate Storm Sewer Systems requirements.
8. The Applicant shall execute the Township's Storm Water Management Facilities Maintenance and Monitoring Agreement and Landscaping Declaration of Covenants and Restriction for its benefit and its successors and assigns.
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 FURTHER RESOLVED that the following **waivers have been requested by the applicant and are granted to the extent that they concur with the recommendation of the consultants:**

1. Section 205-17.D and Appendix A - the requirement for concrete curbs to be 8 inches along interior parking and driveways. The applicant proposes to install 6 inch curbs. *(The consultants have no objection to this waiver.)*
2. Section 205-17.D(1) – the requirement to provide concrete curb along all driveways and parking lots. A partial waiver is requested along portions of the parking perimeter to match existing conditions and drainage discharge. *(The consultants have no objection to this waiver.)*
3. Section 205-18.D(4)(d) – the requirement to provide a minimum four foot fence around the top of all detention basins. The applicant does not propose to install any fence. No fence currently exists. *(The consultants have no objection to this waiver as the storm water basin is existing and dry most of the time.)*
4. Section 205-22.A – the requirement to provide concrete sidewalk along road frontages. (Welsh Road) It is noted that there is currently no sidewalk along Welsh Road. *(The consultants have no objection to this waiver as no sidewalk currently exists in the vicinity.)*
5. Section 205-24.A – the requirement to install street lighting along Welsh Road frontage. *(The consultants have no objection to this waiver as there is currently no street lighting along Welsh Road.)*

6. Section 205-24.B – the requirement from providing lighting that fully meets the parking lot lighting requirements of the Township Street Lighting Specifications. The applicant is requesting a partial waiver to allow for lower light intensity levels than the Township and IESNA standards recommend. The current existing conditions provide a minimal level of light in the existing parking area. Since there are no major improvements proposed for this area a minimum amount of new lighting has been proposed which results in the lighting intensity levels that exceed the current conditions but do not rise to the full light intensity levels recommended by the Code. *(The consultants have no objection to this waiver, TPD's letter dated March 4, 2016.)*
7. Section 205-52.A(2)(a) – the requirement that street trees shall be planted along public highways. The applicant proposes to use three existing trees and five new trees to meet the requirement. However, they are requesting a waiver for the remaining two trees required for the total of ten required trees. They are proposing that the trees be planted on the eastside of the sites entrance driveway. *(The consultants have no objection to this waiver.)*
8. Section 205-52.B(2)(d) – the requirement that slopes within buffer areas not exceed 25%. The applicant proposes slopes of 33%. *(The consultants have no objection to this waiver.)*
9. Section 205-52.C(2)(b) – the requirement to provide for screening of trash receptacles. Due to existing ample vegetation screening from the rear and the rising topographic nature of the site and distance from the street which obstructs views from the street, the applicant does not feel that this is necessary. *(The consultants have no objection to this waiver.)*
10. Section 205-52.D – the requirement to provide four (4) parking area trees. *(The consultants have no objection to this waiver provided the trees are planted elsewhere or a fee in lieu is provided.)*
11. Section 205-78.B(1) – the requirement to show existing features within 400 feet of the site. The applicant has provided an aerial photograph. *(The consultants have no objection to this waiver.)*
12. Section 205-78.C(1)(f) – the requirement to provide tentative grades to a point 400 feet beyond the boundaries of the tract. *(The consultants have no objection to this waiver.)*
13. Article XVI – the requirement to provide a Traffic Management Study. *(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/Final Plan approval granted herein shall become null and void, the waivers requested shall be deemed denied, and the plan shall be denied or 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 11th day of April, 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. 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>	<u>REVISED DATE</u>
1. Cover Sheet	12/29/14	11/4/15
2. Land Development Plan	12/29/14	11/4/15
3. Existing Features Plan	12/29/14	11/4/15
4. Site Improvement Plan	12/29/14	11/4/15
5. Erosion Control Plan	12/29/14	11/4/15
6. Construction Details	12/29/14	11/4/15
7. Construction Details	12/29/14	11/4/15
8. Aerial Exhibit Plan	12/29/14	11/4/15
LP-1 Landscape Plan	12/17/14	11/4/15
LP-2 Landscape Details	12/17/14	11/4/15
L-1 Lighting Plan	12/11/14	11/4/15

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

March 18, 2016

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

RE: 1390 WELSH ROAD – REVISED WAIVER LIST

Nappen & Associates
1390 Welsh Road
TPN: 46-00-04250-03-3 (Block 019, Unit 069)

Dear Mr. Shoupe:

Nappen & Associates has submitted preliminary/final land development plans for the addition of 52 parking spaces and ADA building access at 1390 Welsh Road. We respectfully request the following waivers for consideration by the Supervisors:

1. **Art. III, Sec. 205-17.D & Appendix A** – To provide concrete curb with six (6) inch reveal along interior parking and driveways where eight inch reveal is required. This will facilitate ADA access;
2. **Art. III, Sec. 205-17.D.(1)** – From the requirement to provide a concrete curb along all driveways and parking lots of industrial properties. A partial waiver is requested for portions of the parking perimeter to match existing conditions and drainage;
3. **Art. III, Sec. 205-18.D.(4)(d)** - From the requirement to provide a minimum four foot high fence around the top of all basins. The stormwater basin is existing and dry most of the time;
4. **Art. III, Sec. 205-22.A** - From the requirement to provide concrete sidewalk along Welsh Road frontage. No existing sidewalk exists in the vicinity along Welsh Road between Evans Lane and Park Drive;
5. **Art. III, Sec. 205-24.A** - From the requirement to install street lighting along Welsh Road frontage. Under the existing conditions no street lighting is currently provided along Welsh Road;
6. **Art. III, Sec. 205-24.B** – A partial waiver is requested from providing lighting that fully meets the parking lot lighting requirements of the Township Street lighting Specifications and to allow for lower light intensity levels than the Township and IESNA standards recommendations. The current existing conditions provide a very minimal level of light in the existing parking area. Since there are no major improvements

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

March 18, 2016

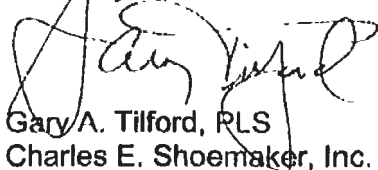
Page 2

proposed to this area a minimum amount of new lighting has been proposed which results in the lighting Intensity levels that exceed the current condition but do not rise to the full light intensity levels recommended by the code.

7. **Art. VI, Sec. 205-52.A.(2)(a)** – From the requirement street trees shall be planted along public highways. Two street trees are proposed to be planted along the east side of the east entrance drive due to space limitations between existing street trees, two driveway intersections and associated clear sight triangles;
8. **Art. VI, Sec. 205-52.B.(2)(d)** - From the requirement slopes within buffer areas shall not exceed 25%. The slopes in the northwest corner of the property are proposed at 3 horizontal to 1 vertical or 33% to match existing slope conditions within the property boundary;
9. **Art. VI, Sec. 205-52.C.(2)(b)** - From the requirement to provide screening of trash receptacles. Ample vegetative screening exists from the rear and the rising topographic nature of the site and distance from the street obstructs views from the street;
10. **Art. VI, Sec. 205-52.D.** - From the requirement to provide four (4) parking area trees. After the placement of 25 softening buffer trees there is inadequate space remaining for additional parking area trees;
11. **Art. IX, Sec. 205-78.B.(1)** – An aerial photo has been provided in lieu of detailed surveys showing all properties, existing features, and right-of-way information within 400 feet of the tract being developed;
12. **Art. IX, Sec. 205-78.C.(1)(f)** – From the requirement to provide tentative grades to an existing street or to a point 400 feet beyond the boundaries of the tract;
13. **Art. XVI, Sec. 205-102.** - From the requirement to provide a Traffic Management Study.

Thank you for your assistance and we look forward to presenting this application to the Board of Supervisors.

Sincerely,



Gary A. Tilford, PLS
Charles E. Shoemaker, Inc.

cc: CES File 26241

Marita A. Stoerrle

From: Jim Dougherty <JDOUGHERTY@gilmore-assoc.com>
Sent: Monday, March 21, 2016 10:29 AM
To: Marita A. Stoerrle; Platt, Joe; Valerie Liggett
Cc: Bruce S. Shoupe
Subject: RE: 1390 Welsh Road - Nappen LDS#681

Marita,

We do not object to the following waivers:

1. Art. III, Sec. 205-17.D & Appendix A - To provide concrete curb with six (6) inch reveal along interior parking and driveways where eight inch reveal is required. This will facilitate ADA access;
2. Art. III, Sec. 205-17.D.(1) - From the requirement to provide a concrete curb along all driveways and parking lots of industrial properties. A partial waiver is requested for portions of the parking perimeter to match existing conditions and drainage;
3. Art. III, Sec. 205-18.D.(4)(d) - From the requirement to provide a minimum four foot high fence around the top of all basins. The stormwater basin is existing and dry most of the time;
4. Art. III, Sec. 205-22.A - From the requirement to provide concrete sidewalk along Welsh Road frontage. No existing sidewalk exists in the vicinity along Welsh Road between Evans Lane and Park Drive;
- 11 .Art. IX, Sec. 205-78.B.(1) - An aerial photo has been provided in lieu of detailed surveys showing all properties, existing features, and right-of-way information within 400 feet of the tract being developed;
12. Art. IX, Sec. 205-78.C.(1)(f) - From the requirement to provide tentative grades to an existing street or to a point 400 feet beyond the boundaries of the tract;

Thanks,
Jim

From: Marita A. Stoerrle [mailto:mstoerrle@montgomerytwp.org]
Sent: Friday, March 18, 2016 12:04 PM
To: Jim Dougherty; Platt, Joe; Valerie Liggett
Cc: Bruce S. Shoupe
Subject: FW: 1390 Welsh Road - Nappen LDS#681

Hi -

Attached is a revised waiver letter regarding 1390 Welsh Road. You had already commented (in your review letters) on the majority of the waivers. However, as you can see, new waivers have been added. Please review and comment as soon as possible. I believe you may have even seen them during your discussions with Gary Tilford.

Marita A. Stoerrle

From: Valerie Liggett <vliggett@bjengineers.com>
Sent: Friday, March 18, 2016 2:15 PM
To: Marita A. Stoerrle
Cc: Bruce S. Shoupe; Jim Dougherty; Platt, Joe; Judy Stern Goldstein
Subject: RE: 1390 Welsh Road - Nappen LDS#681

Marita;

We commented on this one in our last review letter, but the applicant hadn't formally asked for a waiver yet:

SLDO 205-52.A(2)(a) – from the requirement that street trees shall be planted along public highways. Two street trees are proposed to be planted along the east side for the east entrance drive due to space limitations between existing street trees, two driveway intersections and associated clear sight triangles.

We have no objection to the waiver request.



Valerie L. Liggett, ASLA, R.L.A.
ISA Certified Arborist®
Planner / Landscape Architect
Boucher & James, Inc.
1456 Ferry Road, Doylestown, PA 18901

E-mail: vliggett@bjengineers.com • Tel: 215-345-9400 • Fax: 215-345-9401

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Connect with us:



From: Marita A. Stoerrle [mailto:mstoerrle@montgomerytp.org]
Sent: Friday, March 18, 2016 12:04 PM
To: Jim Dougherty <JDOUGHERTY@gilmore-assoc.com>; Platt, Joe <jplatt@trafficpd.com>; Valerie Liggett <vliggett@bjengineers.com>
Cc: Bruce S. Shoupe <bshoupe@montgomerytp.org>
Subject: FW: 1390 Welsh Road - Nappen LDS#681

Hi -

Attached is a revised waiver letter regarding 1390 Welsh Road. You had already commented (in your review letters) on the majority of the waivers. However, as you can see, new waivers have been added. Please review and comment as soon as possible. I believe you may have even seen them during your discussions with Gary Tilford.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

December 1, 2015

File No. 2015-01064

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

Reference: Preliminary/Final Land Development – LD/S #681
1390 Welsh Road
Tax Parcel #46-00-04250-03-3; Block 019, Unit 069

Dear Bruce:

As requested, Gilmore & Associates, Inc. has reviewed the preliminary/final land development plan for the above-referenced project and offers the following comments for consideration by the Montgomery Township Board of Supervisors:

I. SUBMISSION

- A. Preliminary/Final Land Development Plans, as prepared by Charles E. Shoemaker, Inc., 10 sheets, latest revision date of November 4, 2015.
- B. Stormwater Management and Erosion Control Narrative, as prepared by Charles E. Shoemaker, Inc., latest revision dated November 4, 2015.
- C. Preliminary/Final Land Development Submission #2 letter, prepared by Charles E. Shoemaker, Inc., dated November 5, 2015

II. GENERAL

The subject property is a 5.3 acre parcel of land with an existing 76,400 square feet industrial building in the Welsh Valley Industrial Park on Welsh Road (S.R. 0063) between Park Drive and Bethlehem Pike. The site is within the Limited Industrial (LI) Zoning District. The applicant proposes to construct additional parking areas, increasing parking from 51 spaces to 103 parking spaces. The application also includes exterior building accessibility and stormwater management improvements. Access to the site is from Welsh Road. The application includes use of an existing but unused driveway access for the proposed parking.

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. §230-134.C(8) – Industrial uses require one parking space for every three employees. It is our understanding the applicant does not have a tenant at this time but that the provided parking can support 309 employees. The Proposed No. Parking Spaces information provided on Sheet 2 shall be updated to indicate that 6 accessible parking spaces are provided.

B. Subdivision and Land Development Ordinance

The applicant is requesting the following waivers from the Township Subdivision and Land Development Ordinance (SALDO).

1. §205-17.D & Appendix A – The Applicant has requested to provide concrete curb with six (6) inch reveal on interior parking and driveways where eight (8) inch reveal is required. We support a waiver to allow 6 inch curb.
2. §205-17.D(1) – Concrete curbs shall be placed along all driveways and parking lots of industrial properties. The Applicant is requesting a partial waiver along portions of the parking perimeter. We support the applicant's request. The proposed configuration and existing topography of the site will convey runoff to the stormwater management features without the use of curbing. We note the existing parking area to remain has partial curb along its perimeter.
3. §205-18.D(4)(d) – A minimum four-foot-high fence, must be installed around the top of all basins. No fence currently exists or is proposed. We note the maximum water depth in the basin during the 100-year storm is projected to be approximately 4.4 ft.
4. §205-22.A – A waiver from the requirement to provide concrete sidewalk along Welsh Road frontage. We note there is no sidewalk along Welsh Road, nor is there sidewalk at the two nearest intersections of Welsh and Park Drive, as well as Welsh and Evans Road.
5. §205-24.A – A waiver from the requirement to install street lighting along Welsh Road frontage. We defer recommendation regarding these requests to the Township Lighting Consultant.
6. §205-78.B(1) – The plans should include the location, names and widths of streets and alleys, including existing streets, etc. within 400 feet of any part of the land to be subdivided. An aerial photograph has been provided and a waiver has been requested. We support a waiver request from this section of the Ordinance.
7. §205-78.C(1)(f) – The plans should include tentative grades to an existing street or to a point 400 feet beyond the boundaries of the tract. We support a waiver request from this section of the Ordinance.
8. §205-52.B(2)(d) – The applicant is requesting waivers from landscaping buffer requirements. We defer recommendation regarding these requests to The Township Landscape Architect.
9. §205-52.C(2)(b) – The applicant is requesting a waiver from the requirement to provide screening of trash receptacles. We defer recommendation regarding these requests to The Township Landscape Architect.
10. §205-52.D – The applicant is requesting a waiver from the requirement to provide four (4) parking area trees. We defer recommendation regarding these requests to The Township Landscape Architect.
11. §205-102 – The applicant is seeking a waiver from the Subdivision and Land Development Ordinance, Article XVI, from the requirement to provide a Traffic Management Study. We defer recommendation of this waiver to the Township's Traffic Consultant.

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. §205-82 – The applicant shall provide an estimate of the cost of improvements for review and approval.

C. Stormwater Management

Based on our review, the following items do not appear to comply with the Montgomery Township Subdivision and Land Development Ordinance (SALDO) Section §205-18 and the Stormwater Management Ordinance, §206. Upon further development of the plans, additional items may become apparent.

1. §205-18.1.C & §205-29 – An Erosion and Sedimentation Control Plan shall be submitted to the Montgomery County Conservation District (MCCD). No permit shall be approved unless there has been a plan approved by the MCCD.
2. The details and notes on the landscape plan indicate the basin retrofit area will be disturbed. Documentation shall be provided supporting the exclusion of the basin retrofit area from the limit of disturbance.

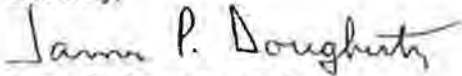
D. General

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. Please remove all details remaining in the plan referring to the drainage trench as it is no longer being incorporated in stormwater management on the site.
3. Site accessibility review will be provided under separate cover.

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. Gegan, 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
Allan I. Nappen, Owner – Nappen & Associates
Richard A. Stoneback, P.E. – Charles E. Shoemaker, Inc.
Russell S. Dunlevy, P.E., Executive Vice President – Gilmore & Associates, Inc.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

February 6, 2015

File No. 15-01064

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

Reference: Preliminary/Final Land Development – LD/S #681
1390 Welsh Road
Tax Parcel #46-00-04250-03-3; Block 019, Unit 069

Dear Bruce:

As requested, Gilmore & Associates, Inc. has reviewed the preliminary/final land development plan for the above-referenced project and offers the following comments for consideration by the Montgomery Township Board of Supervisors:

I. SUBMISSION

- A. Preliminary/Final Land Development Plans, as prepared by Charles E. Shoemaker, Inc., eight (8) sheets, dated December 29, 2014
- B. Stormwater Management And Erosion Control Narrative, as prepared by Charles E. Shoemaker, Inc., dated December 29, 2014
- C. Landscape Plans, as prepared by Glackin, Thomas, Panzak, Inc., two (2) sheets, dated December 17, 2014
- D. Lighting Plan, as prepared by Waltons Electronic, Inc., one (1) sheet, dated December 11, 2014
- E. Waiver Request Letter, prepared by Charles E. Shoemaker, Inc., dated January 2, 2015
- F. Copy of Deed recorded #1980017127 from Book 4534 Page 272-275

II. GENERAL

The subject property is a 5.3 acre parcel of land with an existing 76,400 square feet industrial building in the Welsh Valley Industrial Park on Welsh Road (S.R. 0063) between Park Drive and Bethlehem Pike. The site is within the Limited Industrial (LI) Zoning District. The applicant proposes to construct additional parking areas, increasing parking from 51 spaces to 104 parking spaces. The application also includes exterior building accessibility and stormwater management improvements. Access to the site is from Welsh Road. The application includes use of an existing but unused driveway access for the proposed parking.

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.

Form 3-2015

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

1. §230-112.A – No storage of materials, equipment, outside waste, rubbish, or discarded material, etc. shall be permitted in the front yard, in front of the building or within 25 feet of the side and rear boundary lines in said side and rear yard areas. The proposed refuse area is placed approximately 14 feet from the rear boundary line within the rear yard area. The proposed refuse area should be relocated to comply with this requirement.
2. §230-134.C(8) – Industrial uses require one parking space for every three employees. The applicant has not provided information to determine if the parking require is satisfied. We note the applicant is doubling the number of existing spaces from 51 to 104.

B. Subdivision and Land Development Ordinance

The applicant is requesting the following waivers from the Township Subdivision and Land Development Ordinance (SALDO).

1. §205-17.D & Appendix A – The Applicant has requested to provide concrete curb with six (6) inch reveal on interior parking and driveways where eight (8) inch reveal is required. We support a waiver to allow 6 inch curb.
2. §205-17.D(1) – Concrete curbs shall be placed along all driveways and parking lots of industrial properties. The Applicant is requesting a partial waiver along portions of the parking perimeter. We support the applicant's request. The proposed configuration and existing topography of the site will convey runoff to the stormwater management features without the use of curbing. We note the existing parking area to remain has partial curb along its perimeter.
3. §205-18.D(4)(d) – A minimum four-foot-high fence, must be installed around the top of all basins. No fence currently exists or is proposed. We note the maximum water depth in the basin during the 100-year storm is projected to be approximately 4.4 ft.
4. §205-78.B(1) – The plans should include the location, names and widths of streets and alleys, including existing streets, etc. within 400 feet of any part of the land to be subdivided. An aerial photograph has been provided and a waiver has been requested. We support a waiver request from this section of the Ordinance.
5. §205-78.C(1)(f) – The plans should include tentative grades to an existing street or to a point 400 feet beyond the boundaries of the tract. We support a waiver request from this section of the Ordinance.
6. §205-78.E – The applicant should review the attached memorandum and make any necessary corrections to the record plan certifications. We note the following. The applicant may find other corrections necessary upon review of the attached memorandum.
 - a. The full name and title of the signator must be set forth not only in the notary acknowledgment but also in the owner's certification.
 - b. The deed indicates "309 Development Company" is the owner of record. The owner is listed as "Nappen & Associates" on the plan. The name of the owner as noted on the Plan must exactly match the name on the deed records. If ownership has changed whereby the original owner is noted on the Plan at the time of printing and the new owner later acknowledges the Plan, then the new owner's name and contact information needs to be handwritten under the previous owner's contact information as the equitable owner. To clarify: there must be a way to "tie in" the owner's acknowledgement with the ownership information provided in the Tax Parcel Information section.
7. The applicant is requesting waivers from landscaping buffer requirements in §205-52.B(2)(d). We defer recommendation regarding these requests to The Township Landscape Architect.
8. The applicant is seeking a waiver from the Subdivision and Land Development Ordinance, Article XVI, from the requirement to provide a Traffic Management Study. We defer recommendation of this waiver to the Township's Traffic Consultant.

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. §205-24 – We defer the review of lighting requirements and plan to the Montgomery Township Lighting Consultant.
2. §205-51 – We defer the review of the Landscape Plans to the Montgomery Township Landscaping Consultant.
3. §205-82 – The applicant shall provide an estimate of the cost of improvements for review and approval.

C. Stormwater Management

Based on our review, the following items do not appear to comply with the Montgomery Township Subdivision and Land Development Ordinance (SALDO) Section §205-18 and the Stormwater Management Ordinance, §206. Upon further development of the plans, additional items may become apparent.

1. §205-18.1.C & §205-29 – An Erosion and Sedimentation Control Plan shall be submitted to the Montgomery County Conservation District (MCCD). No permit shall be approved unless there has been a plan approved by the MCCD.
2. §206-14.C(6) – 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. Field tests that determine what is required in this section should be performed and included in the Stormwater Management and Erosion Control Narrative. The design of the infiltration trench, and calculations within the Stormwater Management Narrative, should be revised based on the conditions found during testing.
3. §206-15 – The 25-year design storm shall be included in the stormwater analysis.
4. §206-16.A(1)(b) & D – The stormwater runoff analysis shall be revised to use the runoff coefficients and rainfall intensities listed in Tables A-7 and A-1 of the Ordinance. Regarding the runoff coefficients, at a minimum, the runoff coefficients for design storms less than 25 years should be used for the pre-development condition for applicable storms.
5. §206-19.B(3)(h),(i) & (j) – The statements and notes included in these sections of the ordinance shall be included on the Record plan.
6. §206-30 – The owner of the land shall be required to enter into and record a BMP Operations & Maintenance agreement, along with the associated documents required as part of this section (e.g. stormwater management plan, agreement, statement regarding alteration of BMPS). The owner shall coordinate with the Township Solicitor.
7. Inverts of the roof leaders should also be added at Inlet 1 & 2 on all pages of the plans.
8. The Inlet #1 to Endwall 1 Detail provided on Construction Details, Sheet 6 of 8, shows Inlet 2 to be a Type 'C' Inlet. All other plan sheets label it as a Type 'M' Inlet. This discrepancy should be addressed.

D. General

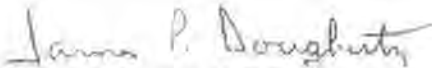
1. The Applicant shall obtain all required approvals, permits, declarations of restrictions and covenants, etc. (e.g. PADEP, PennDOT, MCPC, MCCD, MTMSA, NWWA, NPSWA, MCDH, Fire Marshal, etc.). Copies of these approvals and permits should be submitted to the Township and our office.
2. Site accessibility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

3. The Infiltration Trench Detail shown on Construction Details, Sheet 6 of 8, references the Paving Detail for ground cover over the trench. The plans show that concrete will be placed over the Infiltration trench. A revised detail should be provided for the Infiltration Trench clarifying the type of pavement to be used. Also, the Item #4 of the Infiltration Trench Construction Sequence on the Erosion Control Plan, Sheet 5 of 8, states install 6" stone base; where the Infiltration Trench Detail shown on Construction Details, Sheet 6 of 8, shows to install 12" stone base. This discrepancy should be addressed.
4. Silt Socks or Silt Fence should be installed along the downslope areas to be excavated and constructed at the southeast side of the site. We recommend silt fence or silt sock be installed to create a forebay in the basin during construction.
5. It is not clear if the applicant intends for the existing "Do Not Enter" signs to remain at the driveway to the new parking area. We defer recommendations on circulation and signage to the Township's Traffic Consultant.
6. Details for all proposed signage should be added to the Construction Details, Sheet 7 of 8.
7. A detail of the 6 ft. high refuse enclosure fence and gate shall be added to 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. Grogan, 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
Allan I. Nappen, Owner – Nappen & Associates
Richard A. Stoneback, P.E. – Charles E. Shoemaker, Inc.
Russell S. Dunlevy, P.E., Executive Vice President – Gilmore & Associates, Inc.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

December 1, 2015

File No. 2015-01064

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

Reference: Preliminary/Final Land Development – LD/S #681
1390 Welsh Road
Tax Parcel #46-00-04250-03-3; Block 019, Unit 069

Dear Bruce:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the preliminary/final land development plans associated with 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. Preliminary/Final Land Development Plans, as prepared by Charles E. Shoemaker, Inc., ten (10) sheets, dated December 29, 2014 and last revised November 4, 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 §1104.1 – ADA Accessibility Note 2 shall be removed, since a sidewalk is not required from the public sidewalk to the building where the only means of access between them is a vehicular way not providing for pedestrian access, or the accessible route shall be provided.
2. IBC §1105.1.3 – It shall be clarified whether either of the two non-accessible entrances are restricted entrances to determine whether the requirement of this section applies and has been met, as may be applicable.
3. ICC §304 – The West ADA Accessible Entrance detail on Sheet 10 shall be revised to confirm that turning spaces, in compliance with the requirements of this section, are provided where turning movements are likely to occur at the end of access aisle and the bottom of the curb ramp.
4. ICC §404 – We defer the review of Doors and Doorways to the Township's Building Code Official.

BUILDING ON A FOUNDATION OF EXCELLENCE

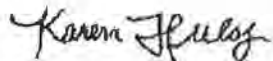
65 E. Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606
www.gilmore-assoc.com

5. ICC §§405.9 & 505 – A detail, provided in accordance with the requirements of these sections, shall be added for the handrail and edge protection required for the ramp.
6. ICC §§504 & 505 – A detail, provided in accordance with the requirements of these sections, for the stairway and required handrail shall be provided.
7. ICC §§703.5 & 6 – The Accessible Entrance Sign and Non-Accessible Entrance Sign w/ Arrow details provided on Sheet 9 shall be revised to indicate that the signs will be provided in accordance with the pictogram and symbols of accessibility requirements of these sections.
8. The Proposed No. Parking Spaces information provided on Sheet 2 shall be updated to indicate that 6 accessible parking spaces are provided.

Please note that due to the nature and amount 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. Gegan, 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
Allan I. Nappen, Owner – Nappen & Associates
Richard A. Stoneback, P.E. – Charles E. Shoemaker, Inc.
Russell S. Dunlevy, P.E., Executive Vice President – Gilmore & Associates, Inc.
James P. Dougherty, P.E., Senior Project Engineer – Gilmore & Associates, Inc.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

February 19, 2015

File No. 15-01064

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

Reference: Preliminary/Final Land Development – LD/S #681
1390 Welsh Road
Tax Parcel #46-00-04250-03-3; Block 019, Unit 069

Dear Bruce:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the preliminary/final land development plans associated with 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. Preliminary/Final Land Development Plans, as prepared by Charles E. Shoemaker, Inc., eight (8) sheets, dated December 29, 2014

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 §302 – The Use shall be identified in order to permit determination of the Use and Occupancy Classification.
2. 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 and accessible building entrances shall be shown on the plans to confirm whether these requirements have been met.
3. IBC §§1105.1.3, 1105.1.5, & 1105.1.6 – Information shall be provided to indicate whether any restricted entrances, service entrances, and/or tenant spaces are proposed to determine whether the requirements of these sections apply and have been met, as may be applicable.

BUILDING ON A FOUNDATION OF EXCELLENCE

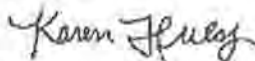
65 E. Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606
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4. IBC §1106.6 – Accessible parking spaces shall be located on the shortest accessible route of travel to an accessible building entrance and dispersed to be located near the multiple accessible entrances. All accessible entrances shall be identified on the plans to confirm whether this requirement has been met.
5. IBC §1106.5 – The plans shall be revised to indicate which accessible parking space(s) will be designated as van-accessible. At least one van-accessible parking space shall be provided.
6. IBC §1110.1 – If not all entrances are accessible, the plans shall be revised to provide signage at accessible entrances. The signage shall comply with UCC §703 and include the International Symbol of Accessibility.
7. IBC §1110.2 – If not all entrances are accessible, directional signage, indicating the route to the nearest like accessible entrance, shall be provided at inaccessible building entrances. The directional signs shall comply with UCC §703 and include the International Symbol of Accessibility.
8. 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.
9. ICC §304 – Additional grading and dimensional information shall be provided to confirm that turning spaces, in compliance with the requirements of this section, are provided where turning movements occur along the accessible route(s).
10. ICC §403.3 – Additional grading and dimensional information shall be provided to show the proposed cross and running slopes along the accessible route(s) are in compliance with the requirements of this section.
11. ICC §404 – We defer the review of Doors and Doorways to the Township's Building Code Official.
12. ICC §§405 & 505 – A detail, including additional grading and dimensional information, shall be provided for the proposed ramp. The detail shall include information regarding the proposed running slope, cross slope, clear width, landings, handrails, and edge protection. It appears that a step may be within the limits of the upper landing and it is unclear whether the bottom handrail extension may extend into the sidewalk, which could create an issue related to protruding object.
13. ICC §504 – A detail for the proposed stairway shall be provided to confirm whether the requirements of this section have been met.
14. ICC §705 – The "Truncated Dome Detail" on the Construction Details plan, Sheet 7, shall be revised to indicate the top diameter size of the truncated dome. Also, information shall be provided to indicate the proposed location of the detectable warning surface and that the proposed brick red color will provide the required dark-on-light visual contrast.
15. We recommend the plans be revised to include a note stating that the plans must comply with the PAUCC.

Please note that due to the nature and amount 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/sl

cc: Lawrence J. Gegan, Manager – Montgomery Township
Marita A. Stoerrle, Development Coordinator – Montgomery Township
Marianne McConnnell, 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
Allan I. Nappen, Owner – Nappen & Associates
Richard A. Stoneback, P.E. – Charles E. Shoemaker, Inc.
Russell S. Dunlevy, P.E., Executive Vice President – Gilmore & Associates, Inc.
James P. Dougherty, P.E., Senior Project Engineer – Gilmore & Associates, Inc.



Boucher & James, Inc.
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www.bjengineers.com

November 23, 2015

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

**SUBJECT: 1390 WELSH ROAD – NAPPEN ASSOCIATES
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
TOWNSHIP LD/S NO. 681
PROJECT NO. 1555287R**

Dear Mr. Gregan:

Please be advised that we have reviewed the 1390 Welsh Road – Nappen Associates Preliminary/Final Land Development Plan prepared by Charles E. Shoemaker, Inc., dated December 29, 2014, last revised November 4, 2015 and the Landscape Plan prepared by Glackin Thomas Panzak, dated December 17, 2014 and last revised November 4, 2015. The site fronts on Welsh Road across from the intersection of Welsh Road and Hunt Club Trail, and is located within the LI – Limited Industrial district.

The plans propose to increase the on-site parking area from 51 spaces to 103 spaces. The proposed parking expansion is to be located along the northeastern and northwestern sides of the existing building. Additional improvements include ADA access to the front building entrance and two new drive-in doors to the rear of the building, a dumpster area, removal of small portions of the existing parking lot, and the addition of an infiltration bed beneath a portion of the proposed parking area.

We offer the following comments for your consideration.

1. General Requirements

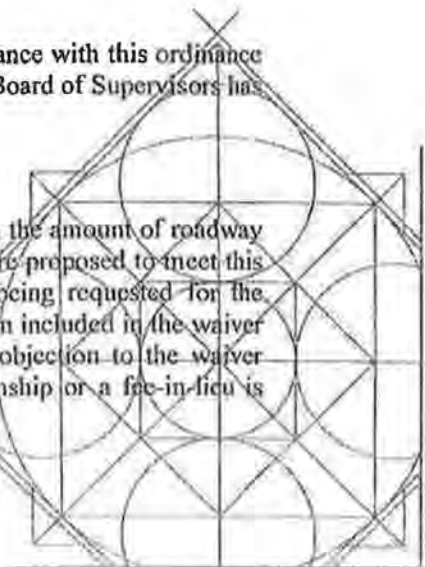
- A. SLDO 205-49.F: a note shall be added to the plans requiring that plant material shall be pruned in accordance with ANSI A300 pruning standards.
- B. SLDO 205-49.J: a not shall be added to the plans demonstrating compliance with the clearance height and other requirements for street trees.

2. Landscape Plan Requirements

SLDO 205-51.A.18: a detailed cost estimate must be provided in accordance with this ordinance section shall be attached to the final landscape plan submission after the Board of Supervisors has ruled on any requested.

3. Planting Requirements

- A. SLDO 205-52.A(2)(a): ten (10) street trees are required based on the amount of roadway frontage. Three (3) existing trees and five (5) new street trees are proposed to meet this requirement. The landscape plan indicates that a waiver is being requested for the remaining two (2) street trees. However, this request has not been included in the waiver request letter from Charles E. Shoemaker, Inc. We have no objection to the waiver request so long as the trees are planted elsewhere in the Township or a fee-in-lieu is provided.




- B. SLDO 205-52.B(2)(d): within the softening buffer area, no slopes shall be steeper than one foot in height for each four feet in width (25%). The proposed slopes within a portion of the buffer area are 33%. A waiver has been requested. We do not have any objection to the waiver request.
- C. SLDO 205-52.C(2)(b): all trash receptacles shall be screened from view from streets and abutting residential areas in accordance with the standards for screen buffer size and type (Section 205-52.C(4)(a) and (b)). A waiver has been requested from this requirement. We do not have any objection to the waiver request.
- D. SLDO 205-52.D, Table 1: one (1) shade tree is required for each ten (10) parking spaces. Five (5) parking lot shade trees are required. One (1) has been provided. A waiver has been requested for the remaining four (4) parking lot trees due to space limitations. We have no objection to the waiver request so long as the trees are planted elsewhere in the Township or a fee-in-lieu is provided. However, note number 2 under the Landscape Requirements chart should be removed, as softening buffer trees may not be used to count toward parking lot landscaping requirements.
4. Recommended Plant List and Planting Standards and Guidelines
- SLDO Appendix C: plant material is to be shown on the plans in accordance with the standards provided in subsections (1) through (12). The Planting Notes on sheet LP-2 should be revised to demonstrate compliance with Notes No. 2 (last sentence,) 4, 6, 9.b, and 12.
5. General Comments
- 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 Stoerrle, Development Coordinator
Marianne McConnell, Deputy Zoning Officer
Frank R. Bartle, Esq., Dischell Bartle & Dooley, PC
James P. Dougherty, P.E., Gilmore & Associates, Inc.
Kevin Johnson, P.E., Traffic Planning & Design
Ken Amey, AICP
Allan I. Nappen, Nappen Associates
Richard Stoneback, P.E., Charles E. Shoemaker, Inc.
Bernard S. Panzak, Jr., R.L.A., Glackin Thomas Panzak, Inc.



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January 9, 2015

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

**SUBJECT: 1390 WELSH ROAD – NAPPEN ASSOCIATES
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
TOWNSHIP LD/S NO. 681
PROJECT NO. 1555287R**

Dear Mr. Gregan:

Please be advised that we have reviewed the 1390 Welsh Road – Nappen Associates Preliminary/Final Land Development Plan prepared by Charles E. Shoemaker, Inc., dated December 29, 2014. The site fronts on Welsh Road across from the intersection of Welsh Road and Hunt Club Trail, and is located within the LI – Limited Industrial district.

The plans propose to increase the on-site parking area from 51 spaces to 103 spaces. The proposed parking expansion is to be located along the northeastern and northwestern sides of the existing building. Additional improvements include ADA access to the front building entrance and two new drive-in doors to the rear of the building, a dumpster area, removal of small portions of the existing parking lot, and the addition of an infiltration bed beneath a portion of the proposed parking area.

We offer the following comments for your consideration.

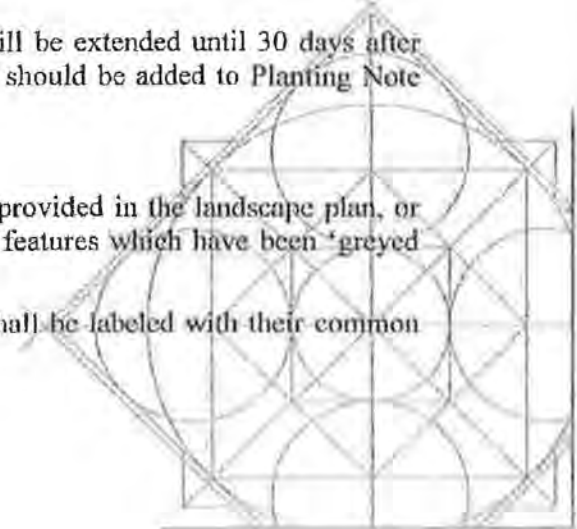
1. General Requirements

- A. SLDO 205-49.G: the phrase 'Any dead plant material shall be replaced and installed according to the approved planting practices' should be added to Planting Note No. 29.
- B. SLDO 205-49.H: the phrase 'The guaranty will be extended until 30 days after receipt of the request letter following May 1' should be added to Planting Note No. 30.

2. Landscape Plan Requirements

SLDO 205-51.A: the following information shall be provided in the landscape plan, or waivers would be required. In addition, background features which have been 'greyed out' should be darkened to improve legibility.

- 1) Section 10: trees greater than 23" in caliper shall be labeled with their common name.



- 2) Section 15: existing natural features, including steep slopes in excess of 15%, should be shown on the landscape plan.
- 3) Section 18: a detailed cost estimate must be provided in accordance with this ordinance section shall be attached to the final landscape plan submission after the Board of Supervisors has ruled on any requested.
- 4) Section 19: limits and details of temporary fencing to be used for protection of existing trees and shrubs during construction.

3. Planting Requirements

- A. SLDO 205-52.A(2)(a): based on the street tree spacing requirements in the ordinance, and the amount of roadway frontage for this site, additional street trees are required. The plans should be revised to demonstrate compliance with the street tree requirements, or a waiver would be required.
- B. SLDO 205-52.B(2)(d): within the softening buffer area, no slopes shall be steeper than one foot in height for each four feet in width (25%). The proposed slopes within a portion of the buffer area are 33%. We do not have any objection to the waiver request.
- C. SLDO 205-52.C(2)(b): all trash receptacles shall be screened from view from streets and abutting residential areas in accordance with the standards for screen buffer size and type (Section 205-52.C(4)(a) and (b)).
- D. SLDO 205-52.D, Table 1: one (1) shade tree is required for each ten (10) parking spaces. A note under the Landscape Requirements Table states that five (5) shade trees used to meet the softening buffer requirements have also been applied to the parking lot landscaping requirements. This is not acceptable. The required five (5) parking lot shade trees should be provided, or a waiver would be required.

4. Preservation, Protection and Replacement of Trees

- A. SLDO 205-53.B: during the construction of any site, trees and shrubs shall be protected by snow fencing or similar protection fencing in accordance with ordinance requirements. Limits and details of the required tree protection fencing should be shown on the plan, or a waiver would be required.
- B. SLDO 205-53.B(2): a note should be added to the plan indicating that should it become necessary to disturb more than 1/4 of the total root area of a tree, the tree will no longer be considered to be preserved and must be replaced.
- C. SLDO 205-53.B(3): 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.
- D. SLDO 205-53.C and 205-54 provide the requirements for the preservation of trees and the replacement of trees destroyed by development. The plans state that less than 40% of trees sized 8-23" and 23-48" are to be removed. However, the plans provide no tabulation of existing trees, trees proposed to be removed, or

calculation of the amounts of proposed tree removal/preservation. In addition, it is unclear if any trees greater than 8" are proposed to be removed. The plans should be revised to demonstrate compliance with the tree preservation and replacement requirements, or waivers would be required.

5. Recommended Plant List and Planting Standards and Guidelines

- A. SLDO Appendix C: the deciduous tree planting details should be revised to specify that mulch shall not be applied against the trunk, the trunk flare is to remain visible, and that the backfill mixture is to be free of stones, lumps of clay greater than 2", all roots, and extraneous material.
- B. SLDO Appendix C: the tree staking shown on the Deciduous Tree: Slope Detail should be revised to comply with the staking method in Appendix C, including the use of brightly colored flagging for safety purposes.
- C. SLDO Appendix C: the shrub planting details should be revised to specify that mulch shall not be applied to the branches of the shrubs or against the trunks.
- D. SLDO Appendix C: plant material is to be shown on the plans in accordance with the standards provided in subsections (1) through (12). The Planting Notes on sheet LP-2 should be revised to include the notes listed in Appendix C, or a waiver would be required.

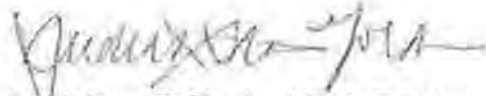
6. General Comments

- A. Mix No. 4 under the Permanent Seeding Requirements for Lawns table on Sheet No. 7 of 8 should be removed as it specifies Reed Canary Grass, which the PA DCNR classifies as an invasive species.
- B. One (1) Zelkova in one of the planting islands is shown in conflict with a proposed roof drain. The plans should be revised to provide a minimum of 10' between stormwater pipes and shade trees.
- C. We recommend that references to the use of anti-dessicants be removed from the Landscape Plans. Anti-dessicants block the stomata of plants in order to slow water loss, which can result in suffocation or overheating since the plants are not able to exchange gasses as needed. Instead, we recommend the implementation of a regular watering schedule in order to supplement water loss in hot weather.
- D. 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.
- E. 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.

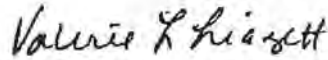
Mr. Lawrence Gregan, Township Manager
1390 Welsh Road – Nappen Associates
January 9, 2014
Page 4

- F. 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 Stoerrle, Development Coordinator
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Frank R. Bartle, Esq., Dischell Bartle & Dooley, PC
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Richard Stoneback, P.E., Charles E. Shoemaker, Inc.
Bernard S. Panzak, Jr., R.L.A., Glackin Thomas Panzak, Inc.



MEMORANDUM

TO: Board of Supervisors

FROM: Planning Commission
Jay Glickman, Chairman

DATE: March 17, 2016

RE: 1390 Welsh Road
Nappen & Associates
LDS#681

The Planning Commission has reviewed the above named land development plan and would like to recommend to the Board of Supervisors that this plan be approved, subject to satisfactory compliance with all comments of the Township's review agencies. The motion further recommended that the requested waivers be approved to the extent of the consultants' recommendations.

MONTGOMERY COUNTY
BOARD OF COMMISSIONERS
JOSH SHAPIRO, CHAIR
LESLIE S. RICHARDS, VICE CHAIR
BRUCE L. CASTOR, JR., COMMISSIONER



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PLANNING COMMISSION
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JODY L. HOLTON, AICP
EXECUTIVE DIRECTOR

January 14, 2015

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

RE: MCPC #15-0005-001
Plan Name: 1390 Welsh Road
(1 lot comprising 5.05 acres)
Situate: Welsh Road (N)/East of Park Drive
Montgomery Township

Applicant's Name & Address
Nappen Associates
171 Corporate Drive
Montgomeryville, PA 18936

Contact: Richard Stoneback
Phone: (215) 887-2165

Dear Mr. Shoupe:

We have reviewed the above-referenced land development plan in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Code", as requested on December 4, 2014. We forward this letter as a report on our review and recommendations.

Background

The facilities at 1390 Welsh Road are existing and occupied, but in need of additional parking. Currently, there are 51 parking spaces connected to Welsh Road by a single driveway. The applicant proposes to add 53 parking spaces and one additional driveway onto Welsh Road. Additional stormwater management upgrades are proposed. The applicant notes that the parcel remains compliant with respect to lot coverage, setbacks and parking requirements.

Comments

General: We defer to the expertise of the township engineer to ensure that all provisions relating to zoning requirements and the proposed grading are adequately met. We also offer no comments on the requested waivers.

Access to Welsh Road: The need to double the number of parking spaces at the site implies that the number of vehicle trips generated at the site is also double that of the originally proposed use of 1390 Welsh Road. Given that traffic conditions along Welsh Road can be

significantly congested, it may be necessary to consider how the additional trips and the second entrance onto Welsh Road might further complicate traffic flow issues. While a full Traffic Management Study may not be necessary, an evaluation of the second entrance would be prudent. One option may be to consider a one-way loop, maintaining the existing driveway as the one-way entrance and creating the second driveway as a one-way exit. Benefits of the one-way loop would be the separation of vehicle turning movements and shifting the exiting movements further west of potential traffic queues at Evans Road and PA 309.

Coordination with PennDOT: We note that the western curb cut appears to be in place at this time; however, that does not guarantee approval of the second driveway. Welsh Road is a state roadway, therefore, all new access proposals must be processed through the PennDOT Highway Occupancy Permit office.

Recommendation

We recommend approval of the application provided the above comments are addressed to the township's satisfaction and the proposed plan complies with your municipal land use regulations and all other appropriate regulations.

Please note that this report is 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 a plan to our office for seal and signature prior to recording with the Record of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

Sincerely,



Crystal Gilchrist, AICP,
Principal Transportation Planner
610.278.3734 – cgilchr1@montcopa.org

c: Nappen Associates, Applicant
Charles E. Shoemaker, Inc., Applicant's Representative
Lawrence J. Gegan, Township Manager
Jonathan Trump, Chrm., Twp. Planning Commission
Russell Dunlevy, Township Engineer
Frank Bartle, Esq., Township Solicitor
Fran Hanney, Asst. District Traffic Engineer, PennDOT 6-0



TRAFFIC PLANNING AND DESIGN, INC.

WWW.TRAFFICPD.COM

March 4, 2016

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

RE: 1390 Welsh Road – Nappen Associates
Montgomery Township LD/S# 681
TPD No. MOTO.A.00090

Dear Bruce:

In our role as Township Traffic/Street Lighting Engineer, Traffic Planning and Design, Inc. (TPD) reviewed the revised lighting plans, last revised February 12, 2016, associated with the Preliminary/Final Land Development application for the above referenced project.

Based on our review, all outstanding traffic engineering and streetlighting comments from our November 30, 2015 review letter have been satisfactorily addressed.

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

cc: Larry Gregan, Township Manager
Marita Stoerrle, Township Development Coordinator
Kevin Costello, Township Public Works Director
Russ Dunlevy, P.E., Township Engineer
Gary A. Tilford, PLS, Applicant's Consultant
Joseph Platt, P.E., TPD

December 1, 2015

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

Re: 1390 Welsh Road
Nappen & Associates
Montgomery Township LD/S# 681
TPD# MOTO-A-00090

Dear Bruce:

In our role as Township Traffic/Street Lighting Engineer, Traffic Planning and Design, Inc. (TPD) has reviewed the Preliminary/Final Land Development Plan submission for the above referenced project, prepared by Charles E. Shoemaker, Inc. and last revised November 15, 2015.

Based on our review, we offer the following comments, using the same numbering system as our February 5, 2015 review letter for those comments not yet addressed. Any expansion on the previous comments is shown in bold.

Traffic Engineering Comments

2. The Applicant should supply a copy of all previous PennDOT permits to confirm that a low volume driveway was previously permitted by the PennDOT.

The driveway was previously permitted as an emergency access. The Applicant, under separate cover, has submitted Highway Occupancy Permit (HOP) plans to PennDOT for a left turn lane into the site as well as re-permitting this access as a low volume driveway. The Township and TPD should continue to be copied on all correspondence with PennDOT.

Street Lighting Comments

Note, a revised lighting plan was not submitted with the most recent plan set, therefore all comments from TPD's February 5th review letter remain.

8. Point by point lighting calculations shall be provided showing contributions from all existing (fixture at egress radius of existing driveway) and proposed site fixtures (14 - wall mounted), including, but not limited to, building mounted fixtures, covering the entire site as well as all spill on adjacent roadways and property above 0.0 foot candles. Provide Summary of lighting calculation for the parking areas and accesses of the site only including average, maximum, minimum, and uniformity ratios. Lighting shall have intensities and uniformity ratios in accordance with 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.
9. Please revise the horizontal plan location on the top right corner of the provided lighting plan to call out the existing and proposed lighting fixtures and locations.

10. Consider placement of a lighting fixture at the entrance of the proposed site driveway, similar to the fixture at the existing driveway.
11. The "Recommended Maintained Illuminance Values for Parking Lots," according to the IESNA Lighting Handbook (Figure 22-21), indicates a Uniformity (Max:Min) Ratio of 20:1. Please verify the calculation area and/or reconfigure lighting locations to achieve a 20:1 ratio or less.
 - a. Illumination of all parking areas, around all buildings and along all pedestrian walkways, shall provide a minimum level of one-half-footcandle and an average of one footcandle and a maximum level of four footcandles.
12. Please revise the included lighting plan to indicate or delineate the limits of each calculation area included in the previously requested "Calculation Summary".
13. Please verify the lighting design utilizing the applicable Light Loss Factors (LLF) for each luminaire. The usage of LLF = 1.00 does not take into account real life conditions with degradation of the system over time.
14. Verify that the proposed lighting locations are situated such that interference from the proposed landscaping does not result in an inefficient design.
15. While the provided Lighting Plan indicates that "Lighting not designated for dusk-to-dawn operation is controlled by either a photosensor (with time switch), or an astronomical time switch," please provide the anticipated hours of operation on the lighting plans.
 - a. 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 10:00 P.M. and dawn. For lighting proposed after 10:00 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. A note stating such should be added to the provided plan.
16. Revise the lighting 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 Developer shall make arrangements for the necessary electrical inspections at both phases of construction and provide evidence of same to Township."
17. 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, as existing lighting is not currently provided along Welsh Road (SR 0063).

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

Sincerely,



Kevin L. Johnson, P.E.
President

cc: Larry Gregan, Township Manager
Marita Stoerrle, Township Development Coordinator
Kevin Costello, Township Public Works Director
Russ Dunlevy, P.E., Township Engineer
Gary A. Tilford, PLS, Applicant's Consultant
Joseph Platt, P.E., TPD

TRAFFIC PLANNING AND DESIGN, INC.



2500 E. High Street | Suite 650 | Pottstown, PA | 19454
610.326.3100 | TPD@TrafficPD.com

October 28, 2015

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

Re: 1390 Welsh Road
Nappen & Associates
Montgomery Township LD/S# 681
PennDOT HOP Plan Review
TPD# MOTO-A-00090

Dear Bruce:

In our role as Township Traffic/Street Lighting Engineer, Traffic Planning and Design, Inc. (TPD) has reviewed the PennDOT Highway Occupancy Permit Plans, prepared by McMahon Associates, Inc. and dated September 9, 2015. These plans propose to restripe an existing painted gore area to provide a left turn lane into the site.

Based on our review, we offer the following comments.

Traffic Engineering Comments

1. The Applicant should investigate providing a full bay taper shadow of the proposed left turn lane. It appears that providing a consistent 15 foot wide right turn lane would provide the space necessary to achieve this and would not require any additional widening of Welsh Road.

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

Sincerely,

Kevin L. Johnson, P.E.
President

cc: Larry Gegan, Township Manager
Marita Stoerrle, Township Development Coordinator
Kevin Costello, Township Public Works Director
Russ Dunlevy, P.E., Township Engineer
Stephanie Butler, P.E., Applicant's Consultant
Rick Stoneback, P.E., Applicant's Consultant
Joseph Platt, P.E., TPD

TRAFFIC PLANNING AND DESIGN, INC.

2500 E. High Street | Suite 650 | Pottstown, PA | 19464
610.326.3100 | TPD@TrafficPD.com



February 5, 2015

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

Re: 1390 Welsh Road
Nappen & Associates
Montgomery Township LD/S# 681
TPD# MOTO-A-00090

Dear Bruce:

In our role as Township Traffic/Street Lighting Engineer, Traffic Planning and Design, Inc. (TPD) has reviewed the Preliminary/Final Land Development Plan submission for the above referenced project, prepared by Charles E. Shoemaker, Inc. and dated December 29, 2014.

Based on our review, we offer the following comments.

Traffic Engineering Comments

1. The Applicant has requested a waiver from the preparation of a Traffic Management Study. Since the Applicant does not propose to increase the building footprint, TPD would support such a waiver request.
2. The Applicant should supply a copy of all previous PennDOT permits to confirm that a low volume driveway was previously permitted by the PennDOT.
3. The applicant has requested a waiver of the requirement to provide curb along portions of the parking lot. If approved, we recommend that wheel stops be installed in locations where curb is not provided adjacent to parking spaces.
4. The applicant should clarify if one-way flow is proposed at the new access drive or if the existing "Do Not Enter" signs are to be removed.
5. Per § 205-10.G.1, the required and available sight distance at the site access drives needs to be shown on the plan.
6. Per §205-22.A, sidewalk should be installed along the Welsh Road frontage.
7. The required number of parking spaces needs to be provided in the zoning data table.

Street Lighting Comments

8. Point by point lighting calculations shall be provided showing contributions from all existing (fixture at egress radius of existing driveway) and proposed site fixtures (14 - wall mounted), including, but not limited to, building mounted fixtures, covering the entire site as well as all spill on adjacent roadways and property above 0.0 foot candles. Provide Summary of lighting calculation for the parking areas and accesses of the site only including average, maximum, minimum, and uniformity ratios. Lighting shall have intensities and uniformity ratios in accordance with 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.

9. Please revise the horizontal plan location on the top right corner of the provided lighting plan to call out the existing and proposed lighting fixtures and locations.
10. Consider placement of a lighting fixture at the entrance of the proposed site driveway, similar to the fixture at the existing driveway.
11. The "Recommended Maintained Illuminance Values for Parking Lots," according to the IESNA Lighting Handbook (Figure 22-21), indicates a Uniformity (Max:Min) Ratio of 20:1. Please verify the calculation area and/or reconfigure lighting locations to achieve a 20:1 ratio or less.
 - a. Illumination of all parking areas, around all buildings and along all pedestrian walkways, shall provide a minimum level of one-half-footcandle and an average of one footcandle and a maximum level of four footcandles.
12. Please revise the included lighting plan to indicate or delineate the limits of each calculation area included in the previously requested "Calculation Summary".
13. Please verify the lighting design utilizing the applicable Light Loss Factors (LLF) for each luminaire. The usage of LLF = 1.00 does not take into account real life conditions with degradation of the system over time.
14. Verify that the proposed lighting locations are situated such that interference from the proposed landscaping does not result in an inefficient design.
15. While the provided Lighting Plan indicates that "Lighting not designated for dusk-to-dawn operation is controlled by either a photosensor (with time switch), or an astronomical time switch," please provide the anticipated hours of operation on the lighting plans.
 - a. 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 10:00 P.M. and dawn. For lighting proposed after 10:00 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. A note stating such should be added to the provided plan.
16. Revise the lighting 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 Developer shall make arrangements for the necessary electrical inspections at both phases of construction and provide evidence of same to Township."
17. 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, as existing lighting is not currently provided along Welsh Road (SR 0063).

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

Sincerely,



Kevin L. Johnson, P.E.
President

cc: Larry Gegan, Township Manager
Marita Stoerrle, Township Development Coordinator
Kevin Costello, Township Public Works Director
Russ Dunlevy, P.E., Township Engineer
Gary A. Tilford, PLS, Applicant's Consultant
Joseph Platt, P.E., TPD



MONTGOMERY TOWNSHIP
DEPARTMENT OF FIRE SERVICES
1001 STUMP ROAD
MONTGOMERYVILLE, PA 1 18936-9605
Telephone: 215-393-6935 • Fax: 215-699-1560
email: rlesniak@montgomerytp.org
www.montgomerytp.org

RICHARD M. LESNIAK
DIRECTOR OF FIRE SERVICES
FIRE MARSHAL
EMERGENCY MANAGEMENT
COORDINATOR

FIRE MARSHALS OFFICE:
215-393-6936

November 19, 2015

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

Re: 1390 Welsh Rd

Dear Bruce:

Thank you for allowing the Fire Marshal's Office to comment on the proposed construction of the: 1390 Welsh Road project.

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: *Shall provide apparatus turning radius template shown in the plans submittal. The templates can be obtained at the Montgomery Township Building Department.*

Comment: *Update 11-19-15 This section has been addressed in revision 11/4/15 sheet 9 of 10.*

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: *Provide a note on the proposed plan to indicate that this requirement shall be met.*

Comment: *Update 11-19-15 This section has been addressed in revision 11/4/15 sheet 2 of 10.*

3. **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: *The proposed signs along the new entrance/exit on Welsh road are accepted as proposed. In addition, there shall be additional signs posted around the Fire Department connection.*

Comment: *Update 11-19-15 This section has been addressed in revision 11/4/15. The parking space has been removed in front of the FDC.*

4. **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.

GENERAL COMMENTS

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

Comment: *At the west corner of the building towards Welsh Road where the gas services and Fire Department connection are located shall be protected and the Fire Department connection shall not be obstructed and is requiring that the parking space in front of it shall be eliminated and stripped to indicate a no parking zone.*

Comment: *Update 11-19-15 This section has been addressed in revision 11/4/15.*

6. 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: *Update 11-19-15 This section has been addressed in revision 11/4/15.*

7. 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.

Comment: *Update 11-19-15 This section has been addressed in revision 11/4/15.*

The Fire Marshal's Office recommends that the proposed development be approved as submitted.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard M. Lesniak".

Richard M. Lesniak

Director of Fire Services

Reviewed by: Captain/Asst. Fire Marshal John Scheiter



MONTGOMERY TOWNSHIP
DEPARTMENT OF FIRE SERVICES
1001 STUMP ROAD
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Telephone: 215-393-6935 • Fax: 215-699-1560
email: rlesniak@montgomerytp.org
www.montgomerytp.org

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

February 3, 2015

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

Re: 1390 Welsh Rd

Dear Bruce:

Thank you for allowing the Fire Marshal's Office to comment on the proposed construction of the: 1390 Welsh Road project.

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: *Shall provide apparatus turning radius template shown in the plans submittal. The templates can be obtained at the Montgomery Township Building Department.*

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: *Provide a note on the proposed plan to indicate that this requirement shall be met.*

3. **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: *The proposed signs along the new entrance/exit on Welsh road are accepted as proposed. In addition, there shall be additional signs posted around the Fire Department connection.*

4. **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.

GENERAL COMMENTS

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

Comment: *At the west corner of the building towards Welsh Road where the gas services and Fire Department connection are located shall be protected and the Fire Department connection shall not be obstructed and is requiring that the parking space in front of it shall be eliminated and stripped to indicate a no parking zone.*

6. 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.
7. 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 development be approved as submitted subject to the developer complying with the above referenced items.

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

Sincerely,



Richard M. Lesniak

Director of Fire Services

Reviewed by: Captain/Asst. Fire Marshal John Scheiter




MONTGOMERY TOWNSHIP POLICE DEPARTMENT

J. Scott Bendig
Chief of Police

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

To: Montgomery Township Board of Supervisors
Marita Stoertle, Development Coordinator

From: J. Scott Bendig, Chief of Police 

Date: January 28, 2015

Re: LD/S #: 681
1390 Welsh Road
Date of Plan: 12/29/13

A review of the above referenced subdivision/land development has been conducted on this date.
There are areas of concern to the police department at this time.

Thank you for the opportunity to review this subdivision/land development. Please contact me if you have any issues or concerns.

ZONING ORDINANCE PLAN REVIEW

DATE: March 6, 2016

PLAN REVIEW – 1390 Welsh Road – Nappen & Associates
LD/S # 681

DEVELOPMENT NAME: 1390 Welsh Road – Nappen & Associates

LOCATION: 1390 Welsh Road

LOT NUMBER & SUBDIVISION: 1

ZONING DISTRICT: LI – Limited Industrial

PROPOSED USE: Warehousing

ZONING HEARING BOARD APPROVAL REQUIRED? No


CONDITIONAL USE APPROVAL REQUIRED? NO

	Proposed	Required	Approved	Not Approved	N/A
USE			X		
HEIGHT	29.8 ft	Max. 30 ft	X		
LOT SIZE	5.2851 Acres	1 Acre	X		
SETBACKS BUFFER					
FRONT	100	100	X		
SIDES	75 ft/ 220 ft	25 Ft (100 aggr.)	X		
REAR	80 ft	50 ft	X		
GREEN AREA	35.01%	Min. 35%	X		
BUILDING COVERAGE	33.19%	Max. 40%	X		
IMPERVIOUS COVERAGE	64.99%	Max 65%	X		

COMMENTS

ADDITIONAL COMMENTS:

1. Provide supporting documentation to support 230-134C(8), employee parking.


ZONING OFFICER

3-6-16
DATE

ZONING ORDINANCE PLAN REVIEW

DATE: February 5, 2015

PLAN REVIEW – 1390 Welsh Road – Nappen & Associates
LD/S # 681

DEVELOPMENT NAME: 1390 Welsh Road – Nappen & Associates
LOCATION: 1390 Welsh Road
LOT NUMBER & SUBDIVISION: 1
ZONING DISTRICT: LI – Limited Industrial
PROPOSED USE: Warehousing
ZONING HEARING BOARD APPROVAL REQUIRED? No
CONDITIONAL USE APPROVAL REQUIRED? NO

	Proposed	Required	Approved	Not Approved	N/A
USE			X		
HEIGHT	29.8 ft	Max. 30 ft	X		
LOT SIZE	5.2851 Acres	1 Acre	X		
SETBACKS BUFFER					
FRONT	100	100	X		
SIDES	75 ft/ 220 ft	25 Ft (100 aggr.)	X		
REAR	80 ft	50 ft	X		
GREEN AREA	35.01%	Min. 35%	X		
BUILDING COVERAGE	33.19%	Max. 40%	X		
IMPERVIOUS COVERAGE	64.99%	Max 65%	X		

COMMENTS

ADDITIONAL COMMENTS:

1. Provide supporting documentation to support 230-134C(8), employee parking.
2. Provide documentation that aerial fire apparatus can maneuver around NE corner of building with placement of 6 new parking spaces are proposed.
3. Dumpster within 25 foot setback – 230-112 requires variance.


ZONING OFFICER

2-5-15
DATE

KENNETH AMEY, AICP
professional land planner

February 6, 2015

(via e-mail)

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

Re: Nappen Associates - 1390 Welsh Road
Township File #LD/S 681

Dear Mr. Gregan:

I am in receipt of a land development application dated January 2, 2015 for the addition of 53 parking spaces to the existing industrial building at 1390 Welsh Road. Land development plans submitted with the application were prepared by Charles E. Shoemaker, Inc. and are dated December 29, 2014, with no revisions noted. The property is zoned LI-Limited Industrial, is 5.2851 acres in area with approximately 500 feet of frontage on Welsh Road, and is presently improved with a one story masonry building and associated parking. My comments follow:

1. The proposed refuse area in the eastern corner of the property does not conform to the required 25' setback from property lines. (section 230-112.A)
2. The proposed site plan improves site circulation by providing access to the entire building perimeter. Truck turning information should be provided to show adequate circulation for emergency vehicles.
3. There are currently no sidewalks along Welsh Road in the immediate vicinity of the property. Considering the proximity of the Gwynedd Crossing Shopping Center, the Board of Supervisors may want to consider whether the installation of sidewalks along the property frontage would be advisable for public safety or convenience.

Please let me know if there are any questions.

Very truly yours,


Kenneth Amey

1122 Old Bethlehem Pike
Lower Gwynedd, PA 19002



phone: 215.283.9619
fax: 215.646.3458
kenamey@aol.com

cc: Bruce S. Shoupe, Township Director of Planning and Zoning
Marita Stoerle, Development Coordinator
Marianne McConnell, Deputy Zoning Officer
Russell Dunlevy, PE, Township Engineer
Frank Bartle, Esq., Township Solicitor
Kevin Johnson, PE, Township Traffic Engineer
Judith Stern Goldstein, ASLA, Township Landscape Architect
Richard Stoneback, PE, Charles E. Shoemaker, Inc.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Award of the Contract for the Roofing Restoration Work Project at the Township Building

MEETING DATE: April 11, 2016

ITEM NUMBER: #8

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Kevin A. Costello
Director of Public Works

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

Staff received and opened bids for Roof Restoration Work project at the Township Building on March 31, 2016 at 1:00 p.m. The Township's Consultant, Weatherproofing Technologies, Inc., reviewed the bids and made a recommendation to award the bid to the lowest responsible bidder, Munn Roofing Corporation, with a total bid for Alternate Bid #1 of \$280,000.00. Attached are the bid tabulation sheets and the award recommendation letter.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

The Board authorized the advertisement of the bid on March 14, 2016.

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

The allocation in the approved 2016 Budget, based off of our Consultant Estimate, was \$300,000.00. The bids ranged from a high of 384,500.00 to a low of \$280,000.00.

RECOMMENDATION:

Award the bid as recommended to Munn Roofing Corporation for a total projected cost of \$280,000.00.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby award the bid for the Administration/Police Complex Roof Restoration Project to Munn Roofing Corporation for a total projected cost of \$280,000.00.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

Weatherproofing Technologies, Inc.
24 Cherry Circle
Glen Mills, PA 19342



Clifford C. Conover, PE, RRC
Field Consultant

Office: 610-357-5100
Fax: 610-361-8519
E-mail: cconoverpe@comcast.net

April 1, 2016

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

Re: **Bid Tabulation & Award Recommendation**
2016 Roof Restoration Project
Montgomery Township & Dog Kennel Building
1001 Stump Road
Montgomeryville, PA
WTI Project No. P13-065-01

Dear Mr. Gregan:

Pursuant to your request, Weatherproofing Technologies, Inc. has reviewed the bids for the above referenced project. Bids were received and publicly opened on March 31, 2016 at 1:00 PM at the Township Building. A total of five (5) bids were received and a copy of the Bid Tabulation is attached for your review. Upon review, we recommend the contract for the 2016 Roof Restoration Project be awarded to **Munn Roofing Corporation** for the scope of work included under Alternate Bid Nos. 1 & 3 with a total bid amount of \$ 280,000, and related Unit Prices.

If there are any questions, please call me.

Sincerely,

Weatherproofing Technologies, Inc.

A handwritten signature in cursive script, appearing to read "Cliff Conover", is written over the printed name.

Clifford C. Conover, PE, RRC
Field Consultant

Attachment: Bid Tabulation dated March 31, 2016

Weatherproofing Technologies, Inc.

BID RESULTS
ROOFING PROJECT

PROJECT: Montgomery Township Building

WTI PROJECT NO.: P13-065-01

ADDRESS: 1001 Stump Road
Montgomeryville, PA. 18936

DATE: 3 / 31 / 2016

Bidder Name	Addendum No. 1 (acknowledged)	Bid Bond (included)	Base Bid	Alternate Bid No. 1	Alternate Bid No. 2	Alternate Bid No. 3	Alternate Bid No. 4
David/Randall Associates, Inc.	Yes	Yes	\$ 119,500.00	\$ 300,250.00	\$ 6,900.00	\$ 18,750.00	
Munn Roofing Corporation	Yes	Yes	\$ 244,000.00	\$ 268,000.00	\$ 10,600.00	\$ 12,000.00	
Pro Com Roofing Corporation	Yes	Yes	\$ 309,000.00	\$ 369,000.00	\$ 14,000.00	\$ 15,500.00	
Wilkinson Roofing & Siding, Inc.	Yes	Yes	\$ 323,843.00	\$ 354, 443.00	\$ 23,441.00	\$ 27,845.00	
Garvey Roark, LLC	Yes	Yes	\$ 351,459.00	\$ 344,940.00	\$ 365,248.00	\$ 358,897.00	

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Construction Management Agreement for the Roofing Restoration Work

MEETING DATE: April 11, 2016

ITEM NUMBER: #9

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Kevin A. Costello
Director of Public Works

BOARD LIAISON: Joseph P. Walsh, Chairman



BACKGROUND:

We are proposing to enter into an agreement with Weatherproofing Technologies, Inc. for Pre-Construction Services, Contract Administration, Construction Oversight and all Closeout Documents for the Roofing Restoration Work project at the Township Building. The cost for the Consulting Services Agreement was included in the 2016 Final Approved Budget at a not to exceed cost of \$17,600.00. (See attached agreement)

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

The Board previously approved the design and bid document preparation by Weatherproofing Technologies, Inc. on September 14, 2015.

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

A total of \$17,600.00 was included in the 2016 Final Approved Budget for the Construction Management Agreement.

RECOMMENDATION:

Approve the Construction Agreement with Weatherproofing Technologies, Inc. as presented.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Construction Agreement with Weatherproofing Technologies, Inc. for the Administration/Police Complex Roof Restoration Project at a not to exceed cost of \$17,600.00.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

Roofing Consulting Services Agreement Including Point of Contact

PROPOSAL

Proposal Prepared for:

Kevin Costello
Public Works Director
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Re: Pre-Construction, Contract Administration &
Inspection Services

Montgomery Township & Dog Kennel Building
1001 Stump Road
Montgomeryville, PA
WTI Proposal P33060 for Roof Consulting Services



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3735 Green Road, Beachwood, OH 44122 • www.tremcoroofing.com

An **RPM** Company

3/17/14

Roofing Consulting Services Agreement Including Point of Contact

ROOFING CONSULTING SERVICES AGREEMENT

This will confirm the agreement made by Montgomery Township with an address of 1001 Stump Road Montgomeryville, PA ("Owner") to retain Weatherproofing Technologies, Inc., 3735 Green Road, Beachwood, Ohio 44122 ("WTI") to act as the Owner's roofing consultant for the following work:
Roof Consulting Services - Pre-Construction, Contract Administration & Inspection Services ("Work") on the building described in Attachment A ("Project"). Cliff Conover will act as the point of contact for any questions the Owner may have on the Project.

1. Subject to the terms of this Agreement and for the consideration described herein, WTI or its independent contractors will provide to the Owner those technical services with respect to the Work on the Project described in Attachment 1 to this Agreement ("Technical Services") and incorporated herein. Compensation for technical services is set forth in Attachment 1 and will be invoiced by WTI and paid for by Owner in accordance with the terms of WTI's invoice. WTI's standard terms and conditions may be obtained at <http://www.tremcoroofing.com/files/share/terms/TandCWTI.pdf> and are fully incorporated herein.
2. It is understood and agreed that WTI and its representatives, employees, agents and affiliates are not licensed to practice architecture or engineering, and that in no event shall Technical Services include any architectural or engineering services, opinion or practices. Should conditions of this project at any time be discovered to require the services of an architect or engineer, such professionals will be retained by Owner directly. Owner agrees that its own independent analysis of the matters comprising or relating to the Technical Services or the application thereof should be conducted to determine appropriateness, applicability and accuracy of any aspect of the Technical Services with respect to the Work, the Project or the Owner's business.
3. WTI warrants for a period of one (1) year that the Technical Services: (a) will remain free of defects in workmanship and (b) will be performed in a professional and workmanlike manner consistent with then-current industry standards. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE TECHNICAL SERVICES ARE HEREBY EXPRESSLY DISCLAIMED. WTI'S LIABILITY, IF ANY (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES), UNDER OR RELATED TO THIS AGREEMENT, THE TECHNICAL SERVICES, OR OTHER RELATED MATTERS SHALL NOT EXCEED THE AMOUNT OF THE COMPENSATION PAID TO WTI UNDER THIS AGREEMENT. Owner agrees that these limitations are reasonable due to the difficulty in determining liability and damages in the event of an alleged breach of this Agreement.
4. The parties agree that WTI is, and at all times shall be, independent of the Owner and any third-party contractor, and in no event shall the parties be considered to be in an employment, agency, partnership or similar type relationship. Neither the Owner nor WTI shall execute any Agreement nor take any action that is binding upon the other.



Roofing Consulting Services Agreement Including Point of Contact

5. WTI will retain full responsibility for its own personnel, including payment of compensation and payroll taxes, provision of benefits, and maintenance of Workers' Compensation and other required insurances. WTI agrees to use its best efforts to ensure continuity of personnel in performing services for Owner under this Agreement. Notwithstanding the preceding sentence, Owner may require WTI to remove and replace any personnel performing services for Owner if Owner is dissatisfied with such personnel.

6. WTI agrees that while it is on the Owner's property WTI, its employees, agents and affiliates, will comply with all applicable laws, rules and regulations and with any reasonable safety and health rules that are communicated to WTI in writing by the Owner.

7. At all times while Technical Services are being performed under this Agreement, WTI shall carry the following insurance:

- Comprehensive General Liability:
\$1,000,000 per occurrence
\$1,000,000 general aggregate
- Workers Compensation Insurance: as required by applicable law
- Employer's Liability Insurance: \$500,000 per occurrence

All insurance shall be primary and all policies (except Workers' Compensation) shall be endorsed to name the Owner as an additional insured for claims caused by WTI's sole negligence in connection with the Technical Services. WTI shall provide the Owner with a certificate of insurance evidencing the above-listed coverage prior to the commencement of the Technical Services.

8. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, without regard to conflicts of laws. This Agreement contains the entire agreement of the parties and supersedes all prior agreements relating to the subject matter hereof. No modification or waiver of any provision of this Agreement shall be binding upon the parties unless the same is in writing and signed by both parties.

9. Notices under this Agreement shall be deemed received within three (3) days after deposit in U.S. mail, return receipt requested, and addressed to the party at the address as indicated in the introductory paragraph to this Agreement. This Agreement may be executed in two counterparts each of which shall be an original and together which shall constitute one and the same instrument. A facsimile signature has the same effect as an original signature.

WEATHERPROOFING TECHNOLOGIES, INC.

By:
Its:
Date:

By: Cliff Conover
Its:
Date: June 11, 2015



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PAGE 2

3/17/14

“ATTACHMENTS A & 1”

June 11, 2015

Kevin Costello
Public Works Director
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Re: **Roof Consulting Services - Pre-Construction,
Contract Administration & Inspection Services**
Montgomery Township & Dog Kennel Building
1001 Stump Road
Montgomeryville, PA
WTI Proposal P33060 for Roof Consulting Services

Dear Mr. Costello:

Weatherproofing Technologies, Inc., (WTI) tenders this proposal for roof consulting services that includes: (1) performing Pre-Construction Services; and (2) Contract Administration & Inspection Services relating to the Year 2016 restoration of the existing low sloped fully adhered EPDM roof system on the Montgomery Township & Dog Kennel Building.

The roof consulting services will be provided by Weatherproofing Technologies, Inc. (WTI). Mr. Clifford C. Conover, P.E., RRC with over 32 years of roofing, waterproofing and masonry consulting experience will assist in and administrate the roof consulting services.

SCOPE OF WORK

PRE-CONSTRUCTION SERVICES

Pre-Bid Conference

WTI will attend a pre-bid conference with representatives of Montgomery Township, the bidding Contractors, and other invitees. The conference will be conducted at the project site and is intended to provide a forum for review of the technical specifications, the bidding requirements, and physical inspection of the proposed project work area.

Bid Opening

WTI will attend a Public Bid Opening with representatives of Montgomery Township.

Bid Award

WTI will review the bids received for this project and prepare a letter of recommendation for the lowest qualified bidder to Montgomery Township.

Pre-Construction Conference

WTI will attend a pre-construction conference at the project site to discuss each aspect of the project with representatives of Montgomery Township and the selected Contractor and Sub-Contractors.

Submittal Review

WTI will perform a review of the required submittals for this project and review material samples and documentation submitted by the Contractor including Contractor-prepared or Manufacturer-provided shop drawings and details to determine compliance with the quality standards and requirements of the construction documents. Approved sets of submittals will be forwarded to Montgomery Township and the Contractor.

Roof Consulting Services
Montgomery Township & Dog Kennel Building
1001 Stump Road
Montgomeryville, PA
WTI Proposal P33060

CONTRACT ADMINISTRATION & PERIODIC ROOF INSPECTIONS

This proposal is based on periodic inspections during the roof restoration work. During each periodic inspection, the WTI Field Inspector will observe progress of the contractor's work on the project, identify any deviations from the Project plans and specifications in the contractor's work, and will assess the overall condition and progress of the Contractor's work on the Project.

Contract Administration

WTI, Inc. will assign a Field Consultant to administer the roofing project. The Field Consultant will perform administrative work inclusive of: (1) a review of all necessary changes in field conditions and make necessary changes to contract documents; (2) ensure that applications and certificates for payment comply with contract requirements; (3) attend on-site progress meetings with representatives of Montgomery Township, Contractor, Subcontractors and other interested parties; (4) perform a Pre-Final and Final Inspection of the work; and (5) prepare a Pre-Final and Final Inspection Report.

Periodic Roof Inspections

Schedule of Inspections

The WTI Inspector will be present on-site for a total of ten (10) days for the thirty-five (35) day project to observe the roofing work.

Inspection Reports

The WTI Field Inspector will prepare detailed written reports following each periodic inspection. The reports will identify each deviation observed or observable during the most recent periodic inspection, and will report on the status of the Contractor's remediation of deviations observed during all previous inspections. The Field Inspector will submit each written daily report to Montgomery Township.

Authority Limitations of Roof Inspector

The Roof Inspector will not be authorized to make construction document modification decisions, negotiate change orders, stop the work of the contractor, or perform other such technical actions. All questions regarding field problems relative to the construction documents will be directed to the WTI Field Consultant assigned to the project.

PROFESSIONAL FEES

Pre-Construction Services

Based on the information provided to WTI and the Scope of Work delineated above, we propose to perform the Pre-Construction Services for a Lump Sum Professional Fee of \$ 2,400.

Contract Administration

Contract Administration will be performed at an hourly rate of \$ 155 per hour plus travel expenses. It is anticipated that 40 total hours of a Field Consultant's time will be used during this project.

Periodic Inspection

We propose to provide ten (10) days of a Roof inspector's time for the thirty-five (35) day project at a daily rate of \$ 850 that includes field inspection, report preparation and travel expenses.

Roof Consulting Services
Montgomery Township & Dog Kennel Building
1001 Stump Road
Montgomeryville, PA
WTI Proposal P33060

PAYMENT AND TERMS

WTI will invoice for services described in the Scope of Work in accordance with the following schedule:

On Completion of Pre-Construction Services	\$ 2,400.
Contract Administration & Periodic Inspections not-to-exceed	<u>\$ 15,200.</u>
Total Not-to-Exceed Professional Fee	\$ 17,600.

The following are Additional Services not included within the Scope of this Contract:

Services requested or required, such as structural, mechanical, and electrical engineering services and the preparation of asbestos abatement and mold specifications are not included in this proposal.

Additional Services:

Additional services will be performed on an hourly fee basis in accordance with the attached 2015 Hourly Fee Schedule, which is attached hereto and incorporated herein by reference, or a fee as may be previously negotiated and mutually agreed to in writing.

If there are any questions about this proposal, please call me.

Sincerely,

Weatherproofing Technologies, Inc.

Clifford C. Conover, RRC
Field Consultant

Enclosure: 2015 Hourly Fee Schedule



Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, OH 44122

Weatherproofing Technologies, Inc.

2015 Hourly Fee Schedule

(Portal to Portal Rates)

<u>Personnel</u>	<u>Hourly Rate</u>
Field Consultant	\$155.00
Staff Consultant	\$125.00
Technician	\$ 90.00
Inspector	\$ 85.00
Computer Cad/Drafting	\$ 65.00
Clerical	\$ 50.00

Daily Fee Schedule

Daily Inspection including report preparation and travel expenses . . \$ 850.00

Project Related Expenses

Personal Vehicle Mileage \$ 0.575 per mile plus tolls
and parking.

Expenses for meals, lodging, transportation, priority mail service and other project
related charges are invoiced at a rate equal to cost.

The fees listed hereinbefore are not applicable to litigation services.


MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Out of State Training-Police Department

MEETING DATE: April 11, 2016 ITEM NUMBER: # 10

MEETING/AGENDA: ACTION XX NONE

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

INITIATED BY: J. Scott Bendig, Chief of Police BOARD LIAISON: Joseph P. Walsh, Chairman
 Board of Supervisors

BACKGROUND:

The Federal Bureau of Investigation is presenting its 24th annual Mid-Atlantic Law Enforcement Executive Development Seminar from Sunday, June 5 through Friday June 10, 2016 at Princeton University. This educational opportunity is designed to provide training for law enforcement executives of police departments with 75 or fewer officers.

This is an outstanding development seminar and a valuable training opportunity for law enforcement executives. Attendees are provided with instruction and facilitation in the areas of leadership, strategic planning, legal issues, labor relations, media relations, social issues, and police programs. The environment of the seminar is conducive to independent thought and study.

Participants have the opportunity to exchange plans, problems, and solutions with their peers; to develop new thoughts and ideas; and to share successes of their own communities. It is recommended that Lieutenant William Peoples be authorized to attend this seminar.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

Cost of this training is \$650.00. Lodging is not included. Funding for this training is available in the 2016 Approved Final Budget-Police Meetings and Conferences.

RECOMMENDATION:

Approve the out of state training request for Lieutenant William Peoples.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the request for Lieutenant William Peoples to attend the FBI Mid-Atlantic Law Enforcement Executive Development Seminar from Sunday, June 5 through Friday June 10, 2016 at Princeton University.

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.



MID-ATLANTIC LAW ENFORCEMENT EXECUTIVE DEVELOPMENT SEMINAR

PO Box 2069
Princeton, New Jersey 08543
www.maleeds.org

January 10, 2016

Dear Fellow Law Enforcement Executive:

The **Mid-Atlantic Law Enforcement Executive Development Seminar (MALEEDS)** will present its 24th annual training conference on the Princeton University campus from Sunday, June 5 through Friday, June 10, 2016. This unique educational opportunity is designed to provide leadership training for police chiefs and law enforcement executives who are in leadership positions in departments with 75 sworn police officers or fewer. This highly successful and selective program provides insight into some of the many challenges facing today's police executives. The class is limited to 60 top executives to maximize the interaction between the instructors and attendees during the training program. These 60 individuals selected to attend the conference will be drawn from applicants from New Jersey, New York, and Pennsylvania.

The Federal Bureau of Investigation's (FBI) Philadelphia, Newark and New York divisions are proud to co-sponsor this energetic and sophisticated educational program along with our partners, retired police chiefs from the former Princeton Borough and Princeton Township Police Departments, and police administrators from the River Vale, NJ PD and the Princeton University Department of Public Safety.

The faculty for this year's seminar, as in past years, includes instructors from the private sector and law enforcement community. The curriculum is scheduled to include the following topics:

- Generational Leadership
- Active Shooter
- Counter-terrorism
- Social Media
- Cyber-bullying
- Police-Media Interaction
- Emotional Survival for Law Enforcement
- Art of Perception

Attendance at all planned classes and instructional programs is **mandatory**. Classes are held daily from 8:30 a.m. to 5:00 p.m. and several evening and after hours programs are planned to enhance the training experience. The MALEEDS Executive Board will not certify attendees who do not complete all of the course requirements. The registration fee for this seminar is \$650.00, which does **not** include the cost of room and board for the week.

Attendance at MALEEDS is very selective. The MALEEDS Executive Board will meet in March, 2016, to select participants. Each police executive selected to attend will be notified by email. **If you have not been contacted by April 1, 2016, you have not been selected for this year's seminar.** The Executive Board regrets that it cannot notify every applicant of his/her individual status. We send out hundreds of invitations annually and cannot respond individually to every applicant. It should be noted that your selection to attend MALEEDS will not preclude your future attendance at a FBI National Academy session.

We look forward to receiving your application by the **March 1, 2016 deadline.** Please direct any specific questions you may have to the FBI representative in your area.

Fraternally,

A handwritten signature in black ink, reading "Charles W. Davall, Jr." with a stylized flourish at the end.

Charles W. Davall, Jr, President
for the Executive Board,
Mid-Atlantic Law Enforcement
Executive Development Seminar

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Request to Approve Out of State Training– Department of Fire Services

MEETING DATE: April 11, 2016

ITEM NUMBER: #11

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Richard M. Lesniak
Director of Fire Services

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

BACKGROUND:

In 1999, Pennsylvania adopted legislation that enacted the Uniform Construction Code (UCC). One aspect of the UCC is the requirement for inspectors to receive and maintain certification based on the type of work performed. Inspectors are required to complete 15 credit hours of continuing education credits in courses relating to the professional competency of code administration. An applicant with multiple certification areas must complete a minimum of 15 credit hours of continuing education credits for each certification but not more than 45 credit hours during each three year certification cycle.

Continuing education credit hours are offered through a variety of means including the attendance at meetings and courses. Most commonly, inspectors attend courses presented by the Pennsylvania Construction Codes Academy. The courses, ranging from one to five days, are held across the state and cost between \$25.00 and \$325.00.

Firefighter Robert Hedden currently holds three certifications in the State of Pennsylvania and has recently submitted an application for renewal of those certifications for a new three year cycle (2013 - 2016). He is requesting approval to take a course titled "Elevator Occupancy Evacuation Operations" and "Management of Dust Collector Explosion Hazards" courses to satisfy 16 of his required 45 Continuing Education credits. These courses are being offered on June 16, 2016 and June 21, 2016, respectively, through the New Jersey Center for Services at The Rutgers EcoComplex, Bordentown, NJ and RWJ Conference Center, Hamilton, NJ. Courses offered through the Center for Government Services are offered free of charge.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None. There is no charge for courses taken at the NJ Training Center.

RECOMMENDATION:

It is recommended that authorization be given to allow Firefighter Hedden to attend the "Elevator Occupancy Evacuation Operations" and "Management of Dust Collector Explosion Hazards" on June 16, 2016 and June 21, 2016, respectively.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize Firefighter Hedden to attend the "Elevator Occupancy Evacuation Operations" and "Management of Dust Collector Explosion Hazards" on June 16, 2016 and June 21, 2016, respectively.

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.



TRAINING AND DEVELOPMENT REQUEST

This application and other required documentation must be submitted prior to training seminar/course registration. Attach and submit seminar/course description(s) and/or degree curriculum with this form. Upon approval, the Township shall pay up to the maximum reimbursement for seminar/course and registration fees, tuition, and books in accordance with the Training and Development policy.

SECTION A: EMPLOYEE REQUEST (Complete Sections A, B, C, as applicable)

Name (Print) Robert Hedden Date 4.5.16
 Current Position Fire Fighter Supervisor R. Lesniak

Check one: ☒ Seminar ☐ College Course ☐ Workshop ☐ Conference ☐ Other: _____

Seminar/Course Title Elevator Occupancy Evaluation Operations

School or Organization N.J.D.C.A.

Date(s) of attendance 4/6/16 Total Hours Training 8 Cost: \$ 0.00

Reason: ☒ License ☒ Certification ☒ Performance Goal ☒ Skill

Describe applicable license/certification/performance goal/skill training will affect?

Operation of Elevator Emergency Operation Functions
& how to properly inspect & operate.

Employee Signature Robert Hedden

SECTION B: APPROVALS based on appropriateness, cost, scheduling, and training quality.

Supervisor _____ Date _____

Department Head Robert Lesniak Date 4/6/16

Human Resources _____ Date _____

Township Manager _____ Date _____

MONTGOMERY TOWNSHIP

APR 5 2016

Department of Fire Services
 Received By [Signature]

Upon approval, Human Resources will return this request for employee retention and registration. If payment is to be made in advance, approve below; otherwise, if reimbursement is to be made to employee (e.g., tuition reimbursement), employee must submit official grade of C or higher, plus original receipts.

SECTION C: PAYMENT (Check (✓) method of payment – either method needs approval signatures below)

- ☐ Make check payable to employee (for reimbursement) or to training facility: _____ (Name)
☐ Charge Township Credit Card (authorized below)

ITEMIZED FEES FOR PAYMENT:

REGISTRATION \$ _____
 COURSE FEE/TUITION \$ _____
 BOOKS \$ _____
 OTHER: \$ _____
 =
 TOTAL \$\$ PAYABLE \$ _____

ACCOUNT #: \$ _____
 PRICE CHECK \$ _____
 AUTH. BY: \$ _____
 MGR. APP. \$ _____
 DATE PD. _____
 AMT.: \$ _____ CK # _____

D277 OCCUPANCY EVACUATION OPERATIONS

Instructor: NAESA

Credit: fire protection, elevator

One of the newest set of requirements to enter into A17.1/B44, ASME committee has defined an operation protocol that will appear in A17.1 called Occupant Evacuation Operation (OEO). Under this protocol, OEO is initiated by the activation of any fire initiating device in the building except for the elevator lobby or machine room smoke detectors, which would initiate FEO. This seminar clarifies how OEO is intended to operate. It also includes excerpts from NFPA 72 and the 2015 IBC as it relates to OEO. 0.5 CEU

Thurs, June 16 - Rutgers EcoComplex, Bordentown



TRAINING AND DEVELOPMENT REQUEST

This application and other required documentation must be submitted prior to training seminar/course registration. Attach and submit seminar/course description(s) and/or degree curriculum with this form. Upon approval, the Township shall pay up to the maximum reimbursement for seminar/course and registration fees, tuition, and books in accordance with the Training and Development policy.

SECTION A: EMPLOYEE REQUEST (Complete Sections A, B, C, as applicable)

Name (Print) Robert Hedden Date 4.5.16

Current Position Fire Fighter Supervisor R. Lewis

Check one: ☒ Seminar ☐ College Course ☐ Workshop ☐ Conference ☐ Other: _____

Seminar/Course Title Dust Collector Explosion

School or Organization N.J.D.C.A

Date(s) of attendance 1/6-21-16 Total Hours Training 8 Cost: \$ 0.00

Reason: ☒ License ☒ Certification ☐ Performance Goal ☐ Skill

Describe applicable license/certification/performance goal/skill training will affect?

Other way of the Hazard of Dust Collection & the relevant Code Standard

Employee Signature Robert Hedden

SECTION B: APPROVALS based on appropriateness, cost, scheduling, and training quality.

Supervisor _____ Date _____

Department Head Robert Lewis Date 4/6/16

Human Resources _____ Date _____

Township Manager _____ Date _____

MONTGOMERY TOWNSHIP

APR 5 2016

Department of Fire Services
Received By [Signature]

Upon approval, Human Resources will return this request for employee retention and registration. If payment is to be made in advance, approve below; otherwise, if reimbursement is to be made to employee (e.g., tuition reimbursement), employee must submit official grade of C or higher, plus original receipts.

SECTION C: PAYMENT (Check (✓) method of payment – either method needs approval signatures below)

- ☐ Make check payable to employee (for reimbursement) or to training facility: _____ (Name)
☐ Charge Township Credit Card (authorized below)

ITEMIZED FEES FOR PAYMENT:

REGISTRATION \$ _____
 COURSE FEE/TUITION \$ _____
 BOOKS \$ _____
 OTHER: \$ _____
 =
 TOTAL \$\$ PAYABLE \$ _____

ACCOUNT #: \$ _____
 PRICE CHECK \$ _____
 AUTH. BY: \$ _____
 MGR. APP. \$ _____
 DATE PD. _____
 AMT.: \$ _____ CK # _____

D274 MANAGEMENT OF DUST COLLECTOR EXPLOSION HAZARDS*

Instructor: John Cholin

Credit: building, fire protection

This seminar discusses how dust collectors work and the relevant criteria in the IBC and IFC that protect employees from the dust collector. Seminar also reviews the relevant NFPA standards. The seminar describes how dust explosions occur in dust collectors and reviews the hazard management features required by the code. The discussion on an enforcement outline for the code officials concludes the seminar. 0.5 CEU

Tues, June 21 - RWJ Conference Center, Hamilton

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Designation of Agent – Winter Storm Jonas Disaster Assistance

MEETING DATE: ITEM NUMBER: #12

MEETING/AGENDA: April 11, 2016 ACTION XX NONE

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

INITIATED BY: Richard M. Lesniak
Director of Fire Services

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

BACKGROUND:

The Federal Emergency Management Agency recently announced that a federal disaster has been declared for the winter storm that impacted parts of Pennsylvania January 22 – 23, 2016. Having "disaster" status for the events of Winter Storm Jonas allows state, county and municipal governments and other eligible private non-profits to be reimbursed for costs associated with the response to storm.

Montgomery Township will be applying for reimbursement of Public Works expenses that were a direct result of the Winter Storm.

The Township's first step in the application process is to adopt a resolution adopting PEMA– DAP -2 "Designation of Agent" authorizing an agent to execute all required forms and documents for the purposes of obtaining financial assistance for Winter Storm Jonas.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Reimbursement of Public Works expenses totaling approximately \$100,000.00.

RECOMMENDATION:

It is recommended that the Board of Supervisors Adopt PEMA– DAP -2 Resolution designating Richard M. Lesniak, Emergency Management Coordinator, as the Township's agent to execute all required forms and documents for the purposes of obtaining financial assistance for Winter Storm Jonas.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors that we hereby adopt PEMA– DAP -2 Resolution designating Richard M. Lesniak, Emergency Management Coordinator, as the Township's agent to

execute all required forms and documents for the purposes of obtaining financial assistance for Winter Storm Jonas.

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., file, S. Drosnock, L. Gregan

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Execute Agreements for Directed Trustee Services for the Township's 401(a) Money Purchase Pension Plan and 457(b) Deferred Compensation Plan

MEETING DATE: April 11, 2016

ITEM NUMBER: #13

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Ann M. Shade, Director of Admin & HR
Ami Tarburton, Finance Director, Treasurer

BOARD LIAISON: Jeffrey W. McDonnell
Liaison to the Pension Plans

BACKGROUND:

Benefits Consultant 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' Directed Trustee, Oppenheimer (OFI) will no longer be providing these services in 2016.

BCG has recommended the firm of Mid-Atlantic Trust Company (MATC) to serve in this capacity for these two plans. BCG has provided the attached Agreements for each Plan to be executed in order to engage MATC to provide the Directed Trustee services. These agreement supplement the Custodial Services Agreements executed with Mid-Atlantic Trust Company in January 2016.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize execution of the Directed Trust Agreements with Mid-Atlantic Trust Company (MATC) to provide Directed Trustee services for the Township's 401(a) Money Purchase Pension Plan and 457(b) Deferred Compensation Plan.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize execution of the Directed Trust Agreements with Mid-Atlantic Trust Company (MATC) to provide Directed Trustee services for the Township's 401(a) Money Purchase Pension Plan and 457(b) Deferred Compensation Plan.

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.

This Directed Trustee Agreement (the "Agreement"), is made on _____, by and among
Montgomery Township (the "Company") and Mid Atlantic Trust Company, a South Dakota registered non-depository trust
 company (the "Directed Trustee").

WITNESSETH

WHEREAS, Company maintains the Montgomery Township 401a Money Purchase Pension 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, Company desires to establish the Trust and appoint Directed Trustee to hold the assets of the trust and to perform such functions as directed by Company; 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 Directed Trustee agree as follows:

ARTICLE I: ESTABLISHMENT OF THE TRUST ACCOUNT

I.1 The Company hereby establishes with the Directed Trustee a trust consisting of such sums of money, qualifying employer securities, or other property acceptable to the Directed Trustee as shall from time to time be paid or delivered to the Directed Trustee under the Plan, and such 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 Directed Trustee, 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 Directed Trustee is instructed that the individual entered below is the "Primary Contact" for the Company. The Directed Trustee shall have satisfied any delivery or notification requirements in the Agreement by supplying such information to the Primary Contact. The Company may change the Primary Contact at any time by providing written notification to the Directed Trustee.

Primary Contact Information	
Name: <u>Ms. Ann Shade, Ms. Ami Tarburton</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>benefits@montgomerytwp.org</u>

I.3 The Directed Trustee shall not be responsible for any failure of the Plan Administrator (for purposes of ERISA) or the Company to discharge any of their respective responsibilities with respect to the Plan, nor be required to enforce payment of any contributions to the Trust Fund, which duty is assigned to the Plan Administrator, as a named fiduciary to the Plan, and shall be a directed trustee with respect to contributions. The Directed Trustee shall have the authority hereunder:

- (a) To hold and administer the Trust Account pursuant to the direction of the Company, 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 Company, the Primary Agent, the Committee, or any of their authorized agents or representatives, to make disbursements from the Trust Account to such persons, in such manner and amounts, and for such purposes, as may be specified in such direction. The Directed Trustee 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.4 The Directed Trustee 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, registered broker-dealer and affiliate of the Directed Trustee under common ownership. The Directed Trustee 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 Directed Trustee is authorized to agree to terms with MACC under Section II.2 of this Agreement.

I.5 The Department of Labor's Field Assistance Bulletin 2002-03 requires that service providers to Plans, such as trust companies, banks, broker dealers, and record keepers, provide their clients with adequate information regarding float. In connection therewith, please be advised that:

- (a) When acting as Directed Trustee, Mid Atlantic Trust Company, Mid Atlantic Capital Corporation, and/or their agents may retain, as part of their reasonable compensation, the float earned on certain plan cash balances. Earnings on float arise from (i) cash balances received due to plan contributions, other transfers, or plan asset sales/redemptions, in plan accounts held while awaiting investment or distribution instructions from an authorized plan fiduciary and good settlement thereof following execution of purchase orders; and (ii) benefit distribution services, whereby float may be earned on money set aside for payment of outstanding but un-cashed benefit distribution checks or other participant based or custodial transfers.
- (b) In the case of contributions pending investment direction, funds are made available once they have cleared the issuing bank; this is generally the same day for wires and two days for checks. The Directed Trustee executes investment instructions on the same day they are received from an authorized plan fiduciary, and adequate cash is available to fund settlement thereof.
- (c) In the case of float from distributions, the float period commences generally from the date on the face of the checks to participants until the date that either the recipient cashes the check and it clears the Directed Trustee's accounts through the banking system, or the check is cancelled and the underlying funds are returned to the Plan. Checks are generally mailed the same day as they are issued.
- (d) The float rate of return is based upon and approximates current short term money market rates as in effect from time to time. In certain instances the Directed Trustee may earn bank credits in lieu of interest, and in such instances that rate is generally the current Federal Funds rates plus some factor.
- (e) Additional information is available upon request. Fiduciaries are referred to DOL FAB 2002-03 (available at www.dol.gov/ebas/regs) for more information regarding float and fiduciary considerations related thereto.

I.6 Until the Company is notified otherwise by the Directed Trustee in writing, all deposits for credit to the Trust 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: Huntington Bank ABA Number: 044000024 (Fed Wire) or 041215032 (ACH) Account Number: 01100176493 Account Name: Mid Atlantic Trust Company OBI: 467196 Further Credit To: <u>Montgomery Township 401a Money Purchase Pension Plan</u>	Mid Atlantic Trust Company P.O. Box 23428 Pittsburgh, PA 15222	Mid Atlantic Trust Company Attn: Accounting 1251 Waterfront Place Suite 525 Pittsburgh, PA 15222-4235

I.7 The Company, as duly authorized representative of the depository account(s) entered below (the "Company Accounts"), hereby authorizes the Directed Trustee 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 Directed Trustee, MACC and their 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 Directed Trustee or MACC excepting willful misconduct or gross negligence. This authorization is to remain in force and effect until the Directed Trustee has received written notification from the Company of termination of the authorization in such time and in such manner as to afford the Directed Trustee and agents a reasonable opportunity to act on it and the Directed Trustee has notified the Company in writing that such authorization has been terminated.

ACH Full Instructions		
Depository Name	City	State
ABA Routing Number	Account Number	Account Type
		Checking

ARTICLE II: INVESTMENT OF THE TRUST ACCOUNT

- II.1 The Directed Trustee shall invest and reinvest the principal and income of the Trust Account pursuant to the written, telephonic or computer-generated direction of the Company or its Authorized Persons, and keep the same invested without distinction between principal and income. The Directed Trustee shall not be responsible for nor make any determination regarding the prudence of such investment or reinvestment.
- II.2 Subject to Section II.1, the Directed Trustee shall have the following powers in addition to the powers customarily vested in a directed trustee 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 Section II.3) through any broker-dealer the Directed Trustee may select, including any broker-dealer affiliated with the Directed Trustee, 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 Trust 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 Directed Trustee;
 - (f) To cause any investment in the Trust Account to be registered in, or transferred into, its name as Directed Trustee 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 Directed Trustee, fractional shares of non-mutual fund investments will instead be liquidated and resulting cash will be delivered), but the books and records of the Directed Trustee shall at all times show that all such investments are part of the Trust Account;
 - (g) To invest all or any part of the Trust Account in one or more common trust or collective investment funds maintained by the Directed Trustee or its affiliates (within the meaning of Section 1504 of the Internal Revenue Code), provided any such collective investment 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 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 Directed Trustee 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 Directed Trustee under this Agreement upon such terms and conditions which it may deem are for the best interests of the Trust Account.
- II.3 "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.4 Directed Trustee 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 Directed Trustee has been directed to acquire for the Trust Account, notwithstanding that Directed Trustee's compensation may be determined in whole or in part by such value. With respect to any such asset, Directed Trustee may use the cost of such asset as its fair market value until otherwise instructed.
- II.5 The Company will verify each investment is an Authorized Investment, and will have read the prospectus for the investment before the Company or its agents submit an instruction relating to the investment.
- II.6 Directed Trustee 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.7 Directed Trustee is an authorized Custodian of Dimensional Fund Advisors ("DFA") funds. Any assets of DFA funds will be titled to Directed Trustee as master custodian of the account. Directed Trustee will perform sub-accounting of the master position pursuant to the terms of its sub-administration services agreement with DFA. Participation by the Trust Account in this omnibus account is subject to DFA approval. In the event the Trust 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 Directed Trustee with information as needed to fulfill the requirements

of the Directed Trustee's sub-administration agreement with DFA. Failure to do so may result in termination of the Trust Account's DFA trading privileges by the Directed Trustee and/or DFA.

ARTICLE III: ACCOUNTS TO BE KEPT AND RENDERED

III.1 The Directed Trustee 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 Company and Directed Trustee. All accounts, books and records relating thereto shall be open to inspection and audit by any person or persons designated by the Company 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 Directed Trustee's removal or resignation, the Directed Trustee 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 Directed Trustee's removal or resignation, as the case may be. The Directed Trustee shall include in such report a valuation of the Trust Account. Directed Trustee shall also provide periodic statements to the Company itemizing all securities transactions effected during such period in lieu of its obligation under federal law to provide written confirmation of each security transaction affected on behalf of the Plan. Neither the Company nor any other person shall have the right to demand or to be entitled to any further or different accounting by the Directed Trustee, 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 Directed Trustee, the Directed Trustee 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 Company shall set forth in a written statement claiming negligence or willful misconduct or lack of good faith on the part of the Directed Trustee, which too is delivered to the Directed Trustee on or before the 60th day following the annual or final statement produced by the Directed Trustee.

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

III.5 The Directed Trustee shall deliver or make available Trust Account information to the Primary Contact designated in Article I.2 of this agreement.

ARTICLE IV: THE DIRECTED TRUSTEE

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

(a) The Directed Trustee, 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 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 Primary Agent, the Committee or Investment Manager, as appropriate, and Directed Trustee 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 Trust Account.

(b) The Directed Trustee 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 Directed Trustee 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 Directed Trustee of the appropriate RPF accordingly. In addition, the Directed Trustee 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 Directed Trustee'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 Directed Trustee. Except as otherwise provided herein, the Directed Trustee's compensation and any other proper expense of the Directed Trustee 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 Directed Trustee 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) In connection with the services that the Directed Trustee provides to the Plan, the Directed Trustee asserts that it (i) is a "bank," as defined in Section 3(a)(6) of the Securities Exchange Act of 1934, as amended ("Exchange Act"), and is excluded from the definition of "broker," as defined in Section 3(a)(4) of the Exchange Act, or (b) is another financial institution, entity or person that is excluded from the definition of broker by rule or order of the Securities and Exchange Commission; (ii) has the power and authority under the Plan documents or other agreement and applicable law to perform services to the Plan and receive fees therefore; and (iii) will not be in violation of any covenant of the Plan documents or other agreement, order of any court, or applicable law if entering into this Agreement for purposes of providing services to the Plan. The Directed Trustee acknowledges that, if any of the foregoing representations become untrue for any reason, the Directed Trustee will promptly contact the Company at the address and telephone number noted in this agreement.

(d) The Directed Trustee 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 Directed Trustee having acted pursuant to any direction, consent, request, or other paper or document it believed to be genuine.

IV.2 The Directed Trustee 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 Directed Trustee at any time by giving written notice to the Directed Trustee 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, Directed Trustee shall deliver the Trust Account to the successor trustee, subject to reimbursement by the Trust Account, unless the Company elects to reimburse the Directed Trustee 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 Trust Account, Directed Trustee is authorized to purchase and sell securities through any broker-dealer, including any broker-dealer affiliated with the Directed Trustee, and Company hereby acknowledges and agree to the use of any broker-dealer selected by Directed Trustee, 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 Directed Trustee's compensation hereunder.

IV.4 The Trust 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 Trust 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 Trust Account, such as record keeping expenses.

(a) The Company appoints MACC as broker-dealer of record on behalf of the Trust 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 Trust 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 J. Schatzman	716-066	2159053

(b) The Company authorizes and directs the Directed Trustee, 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 Directed Trustee or MACC collects any Fund Fees on behalf of the Trust Account, they may appoint suitable agents to assist in the calculation and remittance of Fund Fees at their discretion. The Directed Trustee, 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 Trust Account or the Primary Agent in the event that such Fund Fees are not actually received by the Directed Trustee or MACC from the funds or such funds' service providers.

IV.5 Directed Trustee 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. Directed Trustee 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 Directed Trustee shall be limited to those specified hereunder. Directed Trustee is not a "fiduciary" as that term is defined in Section 3(21) of ERISA. In no event shall Directed Trustee be required or authorized to exercise any powers which would cause Directed Trustee to be deemed to have control over the assets in the Trust 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 and the Directed Trustee, 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 Directed Trustee and the Company

ARTICLE VI: INDEMNIFICATION

VI.1 The Directed Trustee 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 Directed Trustee 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 Authorized Person 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 Directed Trustee'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 Directed Trustee will be resolved by submission of the issue to a member of the American Arbitration Association who is chosen by the Company and the Directed Trustee.

ARTICLE VII: ANTI-MONEY LAUNDERING

VII.1 Company represents that: (a) all evidence or proof of identification provided is genuine and all related information furnished is accurate; (b) it will provide any information deemed necessary by the Directed Trustee in its sole discretion to comply with its anti-money laundering program and related responsibilities from time to time; (c) it is 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 or Directed Trustee, 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 Either 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 other 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 the other's consent 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 either 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 Trust 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 Primary Agent, the Committee, or any Investment Manager, the Company shall advise the Directed Trustee in writing thereof, and the Directed Trustee 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 Directed 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 Directed Trustee (or such party with authority to manage and control the assets of the Trust) shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

IX.6 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.7 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 Trust Account.

IN WITNESS WHEREOF, the Company and the Directed Trustee 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

Margin Disclosure

The Directed Trustee, acting as agent for the Plan, may utilize the Directed Trustee'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. If applicable, the Directed Trustee will use the Margin Arrangement solely to make available to the Plan on trade date plus one (T+1) funds equal to settlement proceeds that the Directed Trustee reasonably expects to receive upon final settlement of ETP transactions. The Directed Trustee will not charge to the Plan any additional fees or pass through any expenses that the Directed Trustee may incur as a result of the Margin Arrangement with NFS.

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

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 401a Money Purchase Pension Plan			23-6005687
Governing Agreement (the "Agreement")			Mid Atlantic Account Number (bin)
Directed Trustee Agreement			467196
Social Code	Year End	Approximate Asset Value	Number of Participants
13 - Pension Plan	12/31	\$5,189,479.35	62

II. Employer Information

Sponsor (the "Company")			
Montgomery Township			
Primary Contact		Authorized for ACH Pulls	Contact Title
Ms. Ann Shade, Ms. Ami Tarburton		No	Plan Contact
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	benefits@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? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Financial Consultant Name (REQUIRED)		Firm	
Thomas J. Schatzman		Morgan Stanley	
Email Address		Phone Number	Fax Number
thomas.j.schatzman@msggraystone.com		610-478-4505	800-346-6001
Street Address		City	State Zip
1350 Broadcasting Road, Suite 100		Womissing	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 Road, Suite 100			
Rep Name	Rep #	Branch #	Rep CRD #	City	State	Zip
Thomas J. Schatzman	716-066	716	2159053	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			

This Directed Trustee Agreement (the "Agreement"), is made on _____, by and among
Montgomery Township (the "Company") and Mid Atlantic Trust Company, a South Dakota registered non-depository trust
 company (the "Directed Trustee").

WITNESSETH

WHEREAS, Company maintains the Montgomery Township 457b Deferred Compensation Plan (the "Plan") registered with the Internal Revenue Service under the tax identification number of 23-8005687, 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, Company desires to establish the Trust and appoint Directed Trustee to hold the assets of the trust and to perform such functions as directed by Company; 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 Directed Trustee agree as follows:

ARTICLE I: ESTABLISHMENT OF THE TRUST ACCOUNT

I.1 The Company hereby establishes with the Directed Trustee a trust consisting of such sums of money, qualifying employer securities, or other property acceptable to the Directed Trustee as shall from time to time be paid or delivered to the Directed Trustee under the Plan, and such 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 Directed Trustee, 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 Directed Trustee is instructed that the individual entered below is the "Primary Contact" for the Company. The Directed Trustee shall have satisfied any delivery or notification requirements in the Agreement by supplying such information to the Primary Contact. The Company may change the Primary Contact at any time by providing written notification to the Directed Trustee.

Primary Contact Information	
Name: <u>Ms. Ann Shade, Ms. Ami Tarburton</u>	Phone: <u>215-393-6900</u>
Address: <u>1001 Stump Road</u>	Fax: <u>215-855-6656</u>
<u>Montgomeryville, PA 19446</u>	Email: <u>benefits@montgomerytp.org</u>

I.3 The Directed Trustee shall not be responsible for any failure of the Plan Administrator (for purposes of ERISA) or the Company to discharge any of their respective responsibilities with respect to the Plan, nor be required to enforce payment of any contributions to the Trust Fund, which duty is assigned to the Plan Administrator, as a named fiduciary to the Plan, and shall be a directed trustee with respect to contributions. The Directed Trustee shall have the authority hereunder:

- (a) To hold and administer the Trust Account pursuant to the direction of the Company, 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 Company, the Primary Agent, the Committee, or any of their authorized agents or representatives, to make disbursements from the Trust Account to such persons, in such manner and amounts, and for such purposes, as may be specified in such direction. The Directed Trustee 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.4 The Directed Trustee 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, registered broker-dealer and affiliate of the Directed Trustee under common ownership. The Directed Trustee 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 Directed Trustee is authorized to agree to terms with MACC under Section II.2 of this Agreement.

I.5 The Department of Labor's Field Assistance Bulletin 2002-03 requires that service providers to Plans, such as trust companies, banks, broker dealers, and record keepers, provide their clients with adequate information regarding float. In connection therewith, please be advised that:

- (a) When acting as Directed Trustee, Mid Atlantic Trust Company, Mid Atlantic Capital Corporation, and/or their agents may retain, as part of their reasonable compensation, the float earned on certain plan cash balances. Earnings on float arise from (i) cash balances received due to plan contributions, other transfers, or plan asset sales/redemptions, in plan accounts held while awaiting investment or distribution instructions from an authorized plan fiduciary and good settlement thereof following execution of purchase orders; and (ii) benefit distribution services, whereby float may be earned on money set aside for payment of outstanding but un-cashed benefit distribution checks or other participant based or custodial transfers.
- (b) In the case of contributions pending investment direction, funds are made available once they have cleared the issuing bank; this is generally the same day for wires and two days for checks. The Directed Trustee executes investment instructions on the same day they are received from an authorized plan fiduciary, and adequate cash is available to fund settlement thereof.
- (c) In the case of float from distributions, the float period commences generally from the date on the face of the checks to participants until the date that either the recipient cashes the check and it clears the Directed Trustee's accounts through the banking system, or the check is cancelled and the underlying funds are returned to the Plan. Checks are generally mailed the same day as they are issued.
- (d) The float rate of return is based upon and approximates current short term money market rates as in effect from time to time. In certain instances the Directed Trustee may earn bank credits in lieu of interest, and in such instances that rate is generally the current Federal Funds rates plus some factor.
- (e) Additional information is available upon request. Fiduciaries are referred to DOL FAB 2002-03 (available at www.dol.gov/ebas/regs) for more information regarding float and fiduciary considerations related thereto.

I.6 Until the Company is notified otherwise by the Directed Trustee in writing, all deposits for credit to the Trust 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: Huntington Bank ABA Number: 044000024 (Fed Wire) or 041215032 (ACH) Account Number: 01100176493 Account Name: Mid Atlantic Trust Company OBI: 607196 Further Credit To: <u>Montgomery Township 457b Deferred Compensation Plan</u>	Mid Atlantic Trust Company P.O. Box 23428 Pittsburgh, PA 15222	Mid Atlantic Trust Company Attn: Accounting 1251 Waterfront Place Suite 525 Pittsburgh, PA 15222-4235

I.7 The Company, as duly authorized representative of the depository account(s) entered below (the "Company Accounts"), hereby authorizes the Directed Trustee 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 Directed Trustee, MACC and their 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 Directed Trustee or MACC excepting willful misconduct or gross negligence. This authorization is to remain in force and effect until the Directed Trustee has received written notification from the Company of termination of the authorization in such time and in such manner as to afford the Directed Trustee and agents a reasonable opportunity to act on it and the Directed Trustee 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
		Checking

ARTICLE II: INVESTMENT OF THE TRUST ACCOUNT

- II.1 The Directed Trustee shall invest and reinvest the principal and income of the Trust Account pursuant to the written, telephonic or computer-generated direction of the Company or its Authorized Persons, and keep the same invested without distinction between principal and income. The Directed Trustee shall not be responsible for nor make any determination regarding the prudence of such investment or reinvestment.
- II.2 Subject to Section II.1, the Directed Trustee shall have the following powers in addition to the powers customarily vested in a directed trustee 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 Section II.3) through any broker-dealer the Directed Trustee may select, including any broker-dealer affiliated with the Directed Trustee, 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 Trust 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 Directed Trustee;
 - (f) To cause any investment in the Trust Account to be registered in, or transferred into, its name as Directed Trustee 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 Directed Trustee, fractional shares of non-mutual fund investments will instead be liquidated and resulting cash will be delivered), but the books and records of the Directed Trustee shall at all times show that all such investments are part of the Trust Account;
 - (g) To invest all or any part of the Trust Account in one or more common trust or collective investment funds maintained by the Directed Trustee or its affiliates (within the meaning of Section 1504 of the Internal Revenue Code), provided any such collective investment 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 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 Directed Trustee 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 Directed Trustee under this Agreement upon such terms and conditions which it may deem are for the best interests of the Trust Account.
- II.3 "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.4 Directed Trustee 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 Directed Trustee has been directed to acquire for the Trust Account, notwithstanding that Directed Trustee's compensation may be determined in whole or in part by such value. With respect to any such asset, Directed Trustee may use the cost of such asset as its fair market value until otherwise instructed.
- II.5 The Company will verify each investment is an Authorized Investment, and will have read the prospectus for the investment before the Company or its agents submit an instruction relating to the investment.
- II.6 Directed Trustee 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.7 Directed Trustee is an authorized Custodian of Dimensional Fund Advisors ("DFA") funds. Any assets of DFA funds will be titled to Directed Trustee as master custodian of the account. Directed Trustee will perform sub-accounting of the master position pursuant to the terms of its sub-administration services agreement with DFA. Participation by the Trust Account in this omnibus account is subject to DFA approval. In the event the Trust 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 Directed Trustee with information as needed to fulfill the requirements

of the Directed Trustee's sub-administration agreement with DFA. Failure to do so may result in termination of the Trust Account's DFA trading privileges by the Directed Trustee and/or DFA.

ARTICLE III: ACCOUNTS TO BE KEPT AND RENDERED

III.1 The Directed Trustee 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 Company and Directed Trustee. All accounts, books and records relating thereto shall be open to inspection and audit by any person or persons designated by the Company 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 Directed Trustee's removal or resignation, the Directed Trustee 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 Directed Trustee's removal or resignation, as the case may be. The Directed Trustee shall include in such report a valuation of the Trust Account. Directed Trustee shall also provide periodic statements to the Company itemizing all securities transactions effected during such period in lieu of its obligation under federal law to provide written confirmation of each security transaction effected on behalf of the Plan. Neither the Company nor any other person shall have the right to demand or to be entitled to any further or different accounting by the Directed Trustee, 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 Directed Trustee, the Directed Trustee 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 Company shall set forth in a written statement claiming negligence or willful misconduct or lack of good faith on the part of the Directed Trustee, which too is delivered to the Directed Trustee on or before the 60th day following the annual or final statement produced by the Directed Trustee.

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

III.5 The Directed Trustee shall deliver or make available Trust Account information to the Primary Contact designated in Article I.2 of this agreement.

ARTICLE IV: THE DIRECTED TRUSTEE

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

(a) The Directed Trustee, 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 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 Primary Agent, the Committee or Investment Manager, as appropriate, and Directed Trustee 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 Trust Account.

(b) The Directed Trustee 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 Directed Trustee 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 Directed Trustee of the appropriate RPF accordingly. In addition, the Directed Trustee 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 Directed Trustee'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 Directed Trustee. Except as otherwise provided herein, the Directed Trustee's compensation and any other proper expense of the Directed Trustee 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 Directed Trustee 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) In connection with the services that the Directed Trustee provides to the Plan, the Directed Trustee asserts that it (i) is a "bank," as defined in Section 3(a)(6) of the Securities Exchange Act of 1934, as amended ("Exchange Act"), and is excluded from the definition of "broker," as defined in Section 3(a)(4) of the Exchange Act, or (b) is another financial institution, entity or person that is excluded from the definition of broker by rule or order of the Securities and Exchange Commission; (ii) has the power and authority under the Plan documents or other agreement and applicable law to perform services to the Plan and receive fees therefore; and (iii) will not be in violation of any covenant of the Plan documents or other agreement, order of any court, or applicable law if entering into this Agreement for purposes of providing services to the Plan. The Directed Trustee acknowledges that, if any of the foregoing representations become untrue for any reason, the Directed Trustee will promptly contact the Company at the address and telephone number noted in this agreement.

(d) The Directed Trustee 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 Directed Trustee having acted pursuant to any direction, consent, request, or other paper or document it believed to be genuine.

IV.2 The Directed Trustee 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 Directed Trustee at any time by giving written notice to the Directed Trustee 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, Directed Trustee shall deliver the Trust Account to the successor trustee, subject to reimbursement by the Trust Account, unless the Company elects to reimburse the Directed Trustee 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 Trust Account, Directed Trustee is authorized to purchase and sell securities through any broker-dealer, including any broker-dealer affiliated with the Directed Trustee, and Company hereby acknowledges and agree to the use of any broker-dealer selected by Directed Trustee, 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 Directed Trustee's compensation hereunder.

IV.4 The Trust 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 Trust 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 Trust Account, such as record keeping expenses.

(a) The Company appoints MACC as broker-dealer of record on behalf of the Trust 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 Trust 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 J. Schatzman	716-066	2159053

(b) The Company authorizes and directs the Directed Trustee, 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 Directed Trustee or MACC collects any Fund Fees on behalf of the Trust Account, they may appoint suitable agents to assist in the calculation and remittance of Fund Fees at their discretion. The Directed Trustee, 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 Trust Account or the Primary Agent in the event that such Fund Fees are not actually received by the Directed Trustee or MACC from the funds or such funds' service providers.

IV.5 Directed Trustee 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. Directed Trustee 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 Directed Trustee shall be limited to those specified hereunder. Directed Trustee is not a "fiduciary" as that term is defined in Section 3(21) of ERISA. In no event shall Directed Trustee be required or authorized to exercise any powers which would cause Directed Trustee to be deemed to have control over the assets in the Trust 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 and the Directed Trustee, 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 Directed Trustee and the Company

ARTICLE VI: INDEMNIFICATION

VI.1 The Directed Trustee 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 Directed Trustee 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 Authorized Person 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 Directed Trustee'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 Directed Trustee will be resolved by submission of the issue to a member of the American Arbitration Association who is chosen by the Company and the Directed Trustee.

ARTICLE VII: ANTI-MONEY LAUNDERING

VII.1 Company represents that: (a) all evidence or proof of identification provided is genuine and all related information furnished is accurate; (b) it will provide any information deemed necessary by the Directed Trustee in its sole discretion to comply with its anti-money laundering program and related responsibilities from time to time; (c) it is 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 or Directed Trustee, 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 Either 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 other 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 the other's consent 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 either 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 Trust 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 Primary Agent, the Committee, or any Investment Manager, the Company shall advise the Directed Trustee in writing thereof, and the Directed Trustee 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 Directed 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 Directed Trustee (or such party with authority to manage and control the assets of the Trust) shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

IX.6 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.7 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 Trust Account.

IN WITNESS WHEREOF, the Company and the Directed Trustee 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

Margin Disclosure

The Directed Trustee, acting as agent for the Plan, may utilize the Directed Trustee'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. If applicable, the Directed Trustee will use the Margin Arrangement solely to make available to the Plan on trade date plus one (T+1) funds equal to settlement proceeds that the Directed Trustee reasonably expects to receive upon final settlement of ETP transactions. The Directed Trustee will not charge to the Plan any additional fees or pass through any expenses that the Directed Trustee may incur as a result of the Margin Arrangement with NFS.

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

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 457b Deferred Compensation Plan			23-6005687
Governing Agreement (the "Agreement")			Mid Atlantic Account Number (bin)
Directed Trustee Agreement			607196
Social Code	Year End	Approximate Asset Value	Number of Participants
20 - 457(b)	12/31	\$4,062,222,62	66

II. Employer Information

Sponsor (the "Company")			
Montgomery Township			
Primary Contact		Authorized for ACH Pulls	Contact Title
Ms. Ann Shade, Ms. Ami Tarburton		No	Plan Contact
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	benefits@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? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Financial Consultant Name (REQUIRED)		Firm	
Thomas J. Schatzman		Morgan Stanley	
Email Address		Phone Number	Fax Number
thomas.j.schatzman@msgraystone.com		610-478-4504	800-346-6001
Street Address		City	State Zip
1350 Broadcasting Road, Suite 100		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 Road, Suite 100			
Rep Name	Rep #	Branch #	Rep CRD #	City	State	Zip
Thomas J. Schatzman	716-066	716	2159053	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			

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Post Offer Pre-Employment Medical Examination and Substance Abuse Testing Policy

MEETING DATE: April 11, 2016

ITEM NUMBER: #14

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Ann M. Shade
Director of Administration & HR

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

BACKGROUND:

Montgomery Township maintains an employee handbook of personnel policies that is provided to all employees. As laws, practices and procedures change, the Township determines the need to update existing policies or to add new policies.

The attached "Post-Offer, Pre-Employment Medical Examination and Substance Abuse Testing Policy" is being presented for approval. This policy outlines the Township's procedure requiring post-offer physicals and pre-employment substance abuse testing for all candidates of job categories who are offered positions at Montgomery Township. This policy includes steps as it relates to advisement of the physical and drug testing at the time of the employment offer, and results and appeal, as applicable, of the medical exam.

In preparation for Board of Supervisors approval, this policy has been reviewed by: the Risk Control Department of Delaware Valley Insurance Trust (DVIT), labor attorneys of Eckert Seamans and Montgomery Township staff.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

Approval of Physicals Policy on October 9, 2001.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider the approval of Post-Offer, Pre-Employment Medical Examination and Substance Abuse Testing Policy for distribution to employees and inclusion in the Montgomery Township Employee Handbook.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Post-Offer, Pre-Employment Medical Examination and Substance Abuse Testing Policy for distribution to employees and inclusion in the Montgomery Township Employee Handbook.

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.



Employee Handbook - **Section 4**
Employment

Date Last Revised/Approved: April 11, 2016 *Pending Board of Supervisors*

Approval

POST-OFFER, PRE-EMPLOYMENT MEDICAL EXAMINATION AND SUBSTANCE ABUSE TESTING POLICY

Purpose

It is the policy of Montgomery Township that prospective employees in certain job categories submit to a post-offer, pre-employment medical examination to determine whether they are able to perform the essential functions of the jobs for which they have been offered employment, with or without a reasonable accommodation.

Montgomery Township also has an obligation to the citizens and its employees to provide a work environment that is free from illegal drug use. The Township reserves the right to conduct substance abuse tests as part of the hiring process for prospective employees or current employees applying for a new position, as a condition of employment.

Prospective candidates for certain summer and seasonal positions will receive a drug test only. This policy also discusses other baseline occupational health assessments, job-relevant vaccinations and post-offer drug/alcohol testing.

Policy

- A. The essential functions of the designated positions will be documented, to include physical demands such as how much lifting, bending, twisting, and other physical requirements are required. The essential functions will be provided to the health care practitioner(s) conducting the medical examination so that their exam is effective and work-related.
- B. Position announcements are to state, "As applicable, satisfactory results from a pre-employment, post-offer physical exam, drug and/or alcohol testing will be required as determined by the job category."
- C. The medical examination, drug and/or alcohol test will be required of all candidates in designated job categories. In addition to candidates, this policy also applies to current Township employees transferring from another job category, unless they have previously passed probation in the applicable category.
- D. The Township will use the results of the medical examination to:



Employee Handbook - Section 4
Employment

Date Last Revised/Approved: April 11, 2016 *Pending Board of Supervisors*

Approval

1. Ensure that candidates who have received employment offers can perform, with or without accommodation, the essential functions of the job in question.
 2. Determine whether there are any accommodations which would permit the candidate to perform the essential functions of the job.
 3. Identify if the candidate would pose a direct threat to health or safety of themselves or others, and whether a reasonable accommodation is available that may reduce such threat.
- E. All medical examinations, drug and alcohol tests will be performed by licensed medical practitioners and certified technicians as designated by the Township, and will be paid for by the Township. Drug tests will consist of a five (5) panel screen to test for amphetamines, marijuana, opiates, cocaine, and phencyclidine. Positive drug and alcohol test results will be determined in accordance with the standards of the testing facility selected by the Township.
- F. At the time of a verbal job offer, the candidate will be advised that, as a condition of offer for the position, Montgomery Township will require the candidate to have the applicable medical examination to evaluate his / her ability to perform the essential job functions, as well as to successfully pass a drug and/or alcohol test. Once a verbal offer has been made, a written offer letter will be prepared and provided to the candidate. This letter will indicate that the position has been offered on a conditional basis, contingent upon the satisfactory results of the necessary examination and/or testing. The results will be considered satisfactory if it is determined that the applicant can perform the essential functions of the position, with or without a reasonable accommodation.
- G. The offer letter will explain how medical examination appointments are arranged and that failure to appear for the medical examination in the designated time frame may be considered a rejection of the conditional job offer.
- H. A copy of the job description, including the essential functions, will be sent to the health care practitioner(s) conducting the examination, notifying them that the Township has extended a conditional offer and there is a need for the applicant to have a pre-employment medical examination.
- I. A parent/legal guardian must accompany anyone under the age of 18 to the drug testing facility and complete a Pre-employment Drug Test Consent Form.



**Employee Handbook - Section 4
Employment**

Date Last Revised/Approved: April 11, 2016 *Pending Board of Supervisors*

Approval

Results of Medical Exam

- A. Candidates that receive a satisfactory result on the post offer, pre-employment medical examination and drug/alcohol test, as applicable, are eligible for employment.
- B. If the medical examination is not satisfactory, the Township may withdraw the conditional offer of employment. Disqualification from the job offer will be for reasons that are job related and consistent with business necessity, including, but not necessarily limited to, an inability to perform the essential functions with or without reasonable accommodation, posing a direct threat to the safety of themselves or others that cannot be reduced by a reasonable accommodation, or if accommodations would place an undue hardship on the Township, in accordance with the Americans with Disabilities Act.
- C. If a candidate/employee refuses to consent or submit to a medical examination or test, or tests positive for drugs and/or alcohol, the offer of employment (or continued employment) may be withdrawn. A positive test result will not necessarily preclude employment where it can be satisfactorily shown that the result is attributable to other circumstances, such as a drug being taken by order of a licensed medical practitioner to treat a current diagnosed condition.
- D. Refusing or failing to cooperate fully with the administration of a test, or altering or attempting to alter a test specimen or test result will be treated as a refusal to consent, regardless of whether a consent form has been signed.
- E. Montgomery Township is committed to compliance with the Americans with Disabilities Act and similar state laws and will engage in the interactive process with an employee who requests accommodation.
- F. All test results will be kept confidential to the extent required by law.

Appeal of a Drug or Alcohol Test Result

A candidate whose drug or alcohol test reported positive will be offered the opportunity to discuss the positive result with a medical professional at the designated testing facility to determine if there is any reason that a positive finding could have resulted from some cause other than drug or alcohol use. The candidate will also be offered a meeting with the Township to provide an explanation. The organization, through its health, human resource, and employment law resources will judge whether an offered explanation merits further inquiry.



Employee Handbook - Section 4
Employment

Date Last Revised/Approved: April 11, 2016 *Pending Board of Supervisors*

Approval

A candidate whose drug or alcohol test is reported positive will be offered the opportunity to:

- Obtain and independently test, at the candidate's expense, the remaining portion of the urine specimen that yielded the positive result;
- Obtain the written test result and submit it to an independent medical review at the candidate's expense.

During the period of an appeal and any resulting inquiries, the pre-employment selection process for a candidate will be placed on hold.

Other Occupational Health Services

- A. Upon establishing the employee's fitness for duty, the physician may take the opportunity to perform other employer-funded occupational health services appropriate to the applicant's position. These might include:
- Baseline audiometric testing
 - Hepatitis B titer / vaccination
 - DPT vaccination
 - OSHA respirator medical clearance

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Transfer of 2015 General Fund Surplus

MEETING DATE: April 11, 2016

ITEM NUMBER: #15

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Ami Tarburton
Finance Director

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

BACKGROUND:

The Finance Department has completed all 2015 year-end accruals and adjustments. In preparation for Maillie, LLP's 2015 audit field work, scheduled for the week of April 18, 2016, the department would like to proceed with the annual transfer of General Fund balance surplus, as has been authorized by the Board in prior years.

Staff is projecting a General Fund surplus of \$1.7M. This surplus results from revenues exceeding budget by 10.3% and expenditures falling below budget by 2.6%. Staff is recommending that \$1.7M of fund balance be transferred as described below:

CAPITAL RESERVE FUND

- \$600K – Montgomery Township Road Program
- \$100K – Park Capital Plan
- \$100K – Storm Water Pipe Replacement Reserve
- \$100K – Technology Improvements Reserve

RECREATION CENTER FUND

- \$470K – Montgomery Township CRC Funding

DEBT SERVICE FUND

- \$330K – Principal Payment to retire 2012 GO Note

This transfer of funds will allow the Township to continue to adhere to the Fund Balance Policy of maintaining a minimum fund balance of 10-20% of General Fund expenditures and to continue its practice of conservative fiscal planning and responsible stewardship of taxpayer funds.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

Retain all surplus funds in the General Fund.

BUDGET IMPACT:

With the approval of the recommended transfer, the General Fund will continue to operate with a 25% fund balance. Additionally, the 2016 Budget was approved with the anticipation that the above transfer would occur from 2015 surplus funds.

RECOMMENDATION:

Approve the transfer of fund balance as recommended above.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the transfer of General Fund 'fund balance' in the amounts of \$900,000 to the Capital Reserve Fund and \$470,000 to the Recreation Center Fund and

BE IT FURTHER RESOLVED that we hereby authorize the transfer of \$330,000 to the Debt Service Fund for the purpose of a final principal payment to the 2012 G.O. Note held by Univest Bank and Trust Co.

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.

Cash Balance - General Fund 2015

	Beginning Bal	Revenues	Expenditures	Ending Balance
January	\$3,250,627.26	\$385,891.83	\$500,477.00	\$3,136,042.09
February	\$3,136,042.09	\$1,627,718.69	\$987,041.30	\$3,776,719.48
March	\$3,776,719.48	\$2,562,638.32	\$1,121,250.59	\$5,218,107.21
April	\$5,218,107.21	\$2,003,376.62	\$962,394.08	\$6,259,089.75
May	\$6,259,089.75	\$1,439,357.11	\$1,018,845.54	\$6,679,601.32
June	\$6,679,601.32	\$890,470.18	\$929,896.76	\$6,640,174.74
July	\$6,640,174.74	\$495,602.27	\$1,278,643.54	\$5,857,133.47
August	\$5,857,133.47	\$1,398,771.35	\$1,037,806.17	\$6,218,098.65
September	\$6,218,098.65	\$1,084,628.24	\$916,092.10	\$6,386,634.79
October	\$6,386,634.79	\$459,497.20	\$897,591.51	\$5,948,540.48
November	\$5,948,540.48	\$1,065,465.67	\$1,146,655.47	\$5,867,350.68
December (prior to surplus balance transfer)	\$5,867,350.68	\$1,049,601.10	\$1,973,042.16	\$4,943,909.62
	FINAL	\$14,463,018.58	\$12,769,736.22	
	FINAL BUDGET	\$13,111,700.00	\$13,111,700.00	
	OVER/(UNDER)	\$1,351,318.58	(\$341,963.78)	
	OVER/(UNDER)	10.31%	-2.61%	

Calculation of Surplus Transfer Amount:

2016 budgeted expenditures	\$13,405,200.00	
25% of expenditures	\$3,284,274.00	
	<i>*Maintain Fund balance of ~\$3.2M</i>	
12/31/15 ending GF fund balance	\$4,943,909.62	
Less desired fund balance	<u>-\$3,200,000.00</u>	
2015 General Fund Surplus Transfer	\$1,743,909.62	<i>rounded to \$1,700,000</i>

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Payment of Bills

MEETING DATE: April 11, 2016

ITEM NUMBER: #16

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

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

BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approval all bills as presented.

MOTION/RESOLUTION:

None.

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

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 01 UNIVEST CHECKING					
03/31/2016	01	63977	100000008	TREASURER OF MONTGOMERY COUNTY	5.00
04/04/2016	01	63978	03214667	DATUM STORAGE	3,437.70
04/04/2016	01	63979	00000203	GRANTURK EQUIPMENT CO., INC.	1,612.55
04/04/2016	01	63980	00000257	JOHN R. YOUNG & COMPANY	2,397.60
04/04/2016	01	63981	00000354	MAD SCIENCE OF WEST NEW JERSEY	249.00
04/04/2016	01	63982	100000012	USA FOOTBALL	37.00
04/07/2016	01	63983	100000015	COMMONWEALTH OF PENNSYLVANIA	749.01
04/08/2016	01	63984	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	1,103.92
04/08/2016	01	63985	00000187	ABOUT FLAGS, INC.	49.00
04/08/2016	01	63986	00000006	ACME UNIFORMS FOR INDUSTRY	381.61
04/08/2016	01	63987	MISC-FIRE	ALEXANDER J DEANGELIS	30.00
04/08/2016	01	63988	100000011	AMANDA BIESEL	475.00
04/08/2016	01	63989	00000027	ARMOUR & SONS ELECTRIC, INC.	251.45
04/08/2016	01	63990	00000031	AT&T	128.15
04/08/2016	01	63991	00002061	AT&T MOBILITY	115.11
04/08/2016	01	63992	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	89.32
04/08/2016	01	63993	00000043	BERGEY'S	193.93
04/08/2016	01	63994	00901640	BERGEY'S, INC.	1,200.10
04/08/2016	01	63995	MISC-FIRE	BILL WIEGMAN	120.00
04/08/2016	01	63996	MISC	BLUE HAVEN POOLS/CALVITTI POOL	850.00
04/08/2016	01	63997	00000209	BOUCHER & JAMES, INC.	20,838.96
04/08/2016	01	63998	MISC-FIRE	BRANDON UZDZIENSKI	15.00
04/08/2016	01	63999	00000101	BRIAN GERRARD	258.24
04/08/2016	01	64000	00000072	CANON FINANCIAL SERVICES, INC	1,437.10
04/08/2016	01	64001	00000071	CANON SOLUTIONS AMERICA, INC.	397.85
04/08/2016	01	64002	00001601	CDW GOVERNMENT, INC.	1,455.85
04/08/2016	01	64003	00000085	CHAMBERS ASSOCIATES, INC.	776.00
04/08/2016	01	64004	MISC-FIRE	CHRIS MAGEE	60.00
04/08/2016	01	64005	00000363	COMCAST	294.10
04/08/2016	01	64006	00000222	COMMONWEALTH PRECAST, INC.	615.00
04/08/2016	01	64007	00000635	COMMUNITY FORUM AGAINST	30.00
04/08/2016	01	64008	00001265	DANIEL J. ROSE	1,051.20
04/08/2016	01	64009	MISC-FIRE	DAVID P BENNETT	30.00
04/08/2016	01	64010	00001556	DCED-PA DEPT OF COMMUNITY &	720.00
04/08/2016	01	64011	00001520	DVIT - DELAWARE VALLEY INSURANCE	60,740.00
04/08/2016	01	64012	00000120	DVWCT - DELAWARE VALLEY WC TRUST	55,111.00
04/08/2016	01	64013	100000007	E FORCE COMPLIANCE	2,500.00
04/08/2016	01	64014	00000161	EUREKA STONE QUARRY, INC.	154.66
04/08/2016	01	64015	00000423	FAMILY DINING, INC.	138.42
04/08/2016	01	64016	00000171	FAST SIGNS	489.30
04/08/2016	01	64017	00000286	FEENEY'S WHOLESALE NURSERY	549.54
04/08/2016	01	64018	00000174	FISHER & SON COMPANY, INC.	5,409.00
04/08/2016	01	64019	00000180	FRANK CALLAHAN COMPANY, INC.	32.63
04/08/2016	01	64020	00001852	G.L. SAYRE, INC.	288.42
04/08/2016	01	64021	MISC	GECKO HOSPITALITY	216.40
04/08/2016	01	64022	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	552.00
04/08/2016	01	64023	00000195	GEORGE'S TOOL RENTAL INC.	269.04
04/08/2016	01	64024	00001754	GERHARDS INC	338.95
04/08/2016	01	64025	00000198	GLASGOW, INC.	165.00
04/08/2016	01	64026	00001323	GLICK FIRE EQUIPMENT COMPANY INC	1,539.31
04/08/2016	01	64027	00001323	GLICK FIRE EQUIPMENT COMPANY INC	99.00
04/08/2016	01	64028	00000219	GLOBAL EQUIPMENT COMPANY	54.86
04/08/2016	01	64029	100000010	GOODMAN PROPERTIES	81,912.25
04/08/2016	01	64030	00001784	GOOGLE INC.	97.00
04/08/2016	01	64031	00000608	GOOSE SQUAD L.L.C.	900.00
04/08/2016	01	64032	03214570	GOT IT GET IT LLC	107.50
04/08/2016	01	64033	00000229	GRAINGER	119.79
04/08/2016	01	64034	00000114	HARLEYSVILLE MATERIALS, LLC	100.68
04/08/2016	01	64035	00001793	HILLTOWN TOWNSHIP	270.72
04/08/2016	01	64036	00000477	HISTAND'S SUPPLY	411.35
04/08/2016	01	64037	00000903	HOME DEPOT CREDIT SERVICES	179.00
04/08/2016	01	64038	00000234	INTERPLEX SOLAR A.E.R. LLC	302.74
04/08/2016	01	64039	00000531	INTERSTATE GRAPHICS	475.00
04/08/2016	01	64040	00000555	J & J TRUCK EQUIPMENT	166.53
04/08/2016	01	64041	MISC	JEANY'S TAILOR	15.49
04/08/2016	01	64042	MISC-FIRE	JOE BIFOLCO	90.00
04/08/2016	01	64043	MISC-FIRE	JOHN H. MOGENSEN	75.00
04/08/2016	01	64044	00000740	K.J. DOOR SERVICES INC.	274.50
04/08/2016	01	64045	00000620	KAFMO - KEYSTONE ATHLETIC	30.00
04/08/2016	01	64046	00000620	KAFMO - KEYSTONE ATHLETIC	25.00
04/08/2016	01	64047	00000201	LAWRENCE J. MURPHY	2,277.45
04/08/2016	01	64048	00000313	LEXISNEXIS	70.08
04/08/2016	01	64049	00003009	LIFE FITNESS	55.00
04/08/2016	01	64050	00000527	MACENTEE AUTO GLASS	235.00
04/08/2016	01	64051	00000689	MARY KAY KELM, ESQUIRE	37.50
04/08/2016	01	64052	MISC-FIRE	MARY NEWELL	105.00
04/08/2016	01	64053	MISC-FIRE	MATT SHINTON	60.00
04/08/2016	01	64054	100000013	MCMFOA	25.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
04/08/2016	01	64055	MISC-FIRE	MICHAEL D. SHINTON	80.00
04/08/2016	01	64056	MISC-FIRE	MICHAEL SHEARER	30.00
04/08/2016	01	64057	MISC-FIRE	MIKE BEAN	30.00
04/08/2016	01	64058	03214616	MIKE CARR'S TOWING & HAULING	170.00
04/08/2016	01	64059	00000540	MYSTIC PIZZA	137.50
04/08/2016	01	64060	00001247	NELSON WIRE ROPE CORPORATION	108.60
04/08/2016	01	64061	00001054	NEW BRITAIN TOWNSHIP	247.64
04/08/2016	01	64062	00001535	NORRIS SALES COMPANY INCORPORATED	2,733.62
04/08/2016	01	64063	00002029	NORTH PENN SCHOOL DIST	10.00
04/08/2016	01	64064	00000356	NORTH WALES WATER AUTHORITY	20,950.00
04/08/2016	01	64065	00001134	OFFICE DEPOT, INC	471.20
04/08/2016	01	64066	00001400	PA CHIEFS OF POLICE ASSOCIATION	19,000.00
04/08/2016	01	64067	MISC-FIRE	PAUL R. MOGENSEN	110.00
04/08/2016	01	64068	00000595	PENN VALLEY CHEMICAL COMPANY	175.59
04/08/2016	01	64069	00002025	PET DINER, THE	208.77
04/08/2016	01	64070	MISC-FIRE	PETER CHIMERA	15.00
04/08/2016	01	64071	00000009	PETTY CASH	500.00
04/08/2016	01	64072	00000447	PETTY CASH - POLICE	93.68
04/08/2016	01	64073	MISC-FIRE	PHIL STUMP	60.00
04/08/2016	01	64074	00001791	PHILADELPHIA PROTECTION BUREAU, INC	358.00
04/08/2016	01	64075	00000446	PHISCON ENTERPRISES, INC.	100.00
04/08/2016	01	64076	00000409	POLICE CHIEFS' ASSOCIATION OF	150.00
04/08/2016	01	64077	00001055	PROMO DIRECT	6,990.20
04/08/2016	01	64078	MISC-FIRE	RACHEL TROUTMAN	90.00
04/08/2016	01	64079	MISC	RAD Construction Consultants, Inc.	565.00
04/08/2016	01	64080	00001146	RESERVE ACCOUNT	1,500.00
04/08/2016	01	64081	MISC	RICHARD W. BARNDT	1,200.00
04/08/2016	01	64082	00000117	RIGGINS INC	862.71
04/08/2016	01	64083	00000115	RIGGINS, INC	1,710.80
04/08/2016	01	64084	MISC-FIRE	ROBERT MCMONAGLE	90.00
04/08/2016	01	64085	MISC-FIRE	RYAN CROUTHAMEL	30.00
04/08/2016	01	64086	00000653	SCATTON'S HEATING & COOLING, INC.	923.28
04/08/2016	01	64087	MISC	SCIMITAR APPLIED FINANCE, LLC	152.25
04/08/2016	01	64088	100000020	SEPA SHRM	25.00
04/08/2016	01	64089	00001030	SIGNAL CONTROL PRODUCTS, INC.	768.00
04/08/2016	01	64090	00001030	SIGNAL CONTROL PRODUCTS, INC.	900.00
04/08/2016	01	64091	MISC	SPIRIT HALLOWEEN SUPERSTORES LLC	621.00
04/08/2016	01	64092	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	85.49
04/08/2016	01	64093	MISC-FIRE	STEVE SPLENDIDO	15.00
04/08/2016	01	64094	00000252	SUNG K. KIM	660.75
04/08/2016	01	64095	MISC	T.G.I. FRIDAY'S - STORE #261	795.53
04/08/2016	01	64096	00906111	THE PROTECTION BUREAU	20,728.05
04/08/2016	01	64097	03214649	THE TODI FOUNDATION	60,519.16
04/08/2016	01	64098	00000239	TOWN COMMUNICATIONS	296.00
04/08/2016	01	64099	00001984	TRAFFIC PLANNING AND DESIGN, INC.	684.60
04/08/2016	01	64100	00000506	TRANS UNION LLC	50.00
04/08/2016	01	64101	00002031	TRI-COUNTY ELECTRICAL SUPPLY	299.90
04/08/2016	01	64102	00000702	U.S. BANK	300.00
04/08/2016	01	64103	00000327	U.S. MUNICIPAL SUPPLY INC.	3,404.00
04/08/2016	01	64104	00000520	VALLEY POWER, INC.	191.88
04/08/2016	01	64105	00000040	VERIZON	124.99
04/08/2016	01	64106	00000040	VERIZON	243.91
04/08/2016	01	64107	00000040	VERIZON	124.99
04/08/2016	01	64108	00000040	VERIZON	173.72
04/08/2016	01	64109	00001033	VERIZON CABS	560.31
04/08/2016	01	64110	00000038	VERIZON WIRELESS SERVICES, LLC	1,334.35
04/08/2016	01	64111	00902944	VERONICA UTZ	238.00
04/08/2016	01	64112	MISC-FIRE	VINAY SETTY	120.00
04/08/2016	01	64113	MISC-FIRE	VINCE ZIRPOLI	210.00
04/08/2016	01	64114	00000131	WAREHOUSE BATTERY OUTLET	96.95
04/08/2016	01	64115	00445566	WAYTEK INC.	237.15
04/08/2016	01	64116	00903433	WEATHERPROOFING TECHNOLOGIES, INC.	9,200.00
04/08/2016	01	64117	00001329	WELDON AUTO PARTS	930.77
04/08/2016	01	64118	00001329	VOID	0.00
04/08/2016	01	64119	03214583	WESTON FITNESS	8,859.75
04/08/2016	01	64120	00002090	WHITMOYER AUTO GROUP	34,689.00
04/08/2016	01	64121	00000590	YOCUM FORD	49.00
04/08/2016	01	64122	00001157	YOUNGS	755.40

01 TOTALS:

(1 Check Voided)

Total of 145 Disbursements:

466,666.35

04/08/2016

Payroll ACH List
For Check Dates 03/29/2016 to 04/11/2016

Check Date	Name	Amount
03/30/2016	STATE OF PA	State Tax Payment \$ 8,412.44
04/01/2016	UNITED STATES TREASURY	945 Tax Payment \$ 4,776.47
04/01/2016	ICMA	DROP Plan Payment \$ 17,827.41
04/07/2016	UNITED STATES TREASURY	941 Tax Payment \$ 82,044.07
04/07/2016	PBA	PBA Payment \$ 789.41
04/07/2016	BCG 401	401 Payment \$ 13,811.09
04/07/2016	BCG 457	457 Payment \$ 10,417.31
04/07/2016	PA SCDU	Withholding Payment \$ 1,331.17
04/07/2016	CITY OF PHILADELPHIA	Mar Wage Tax Payment \$ 306.26
Total Checks: 9		\$ 139,715.63