

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
MAY 14, 2018

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Tanya C. Bamford
Candyce Fluehr Chimera
Michael J. Fox
Jeffrey W. McDonnell
Matthew W. Quigg

Lawrence J. Grogan
Township Manager

ACTION MEETING – 8:00 PM

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of April 23, 2018 Meeting
6. Consider Resolution Recognizing National Police Week
7. Presentation of Police Officer Commendations
8. Consider Resolution Recognizing National Public Works Week
9. Consider Waiver of Permit Fee – Bridal Path Cub Scout Pack 229 – Rocket Launch
10. Presentation of 1st Quarter 2018 Budget Report
11. Consider Approval of FDMT Annual Fundraising Activities
12. Consider Authorization to Advertise for Conditional Use Application – Miller Ale House C-69 – Water Tower Square
13. Consider Authorization to Advertise for Liquor License Transfer #LL-18-04 – Miller Ale House – Water Tower Square
14. Consider Approval for PECO Pole Attachment Agreement
15. Consider Authorization to Submit DCED Greenways, Trail and Recreation Grant Program- Friendship Park
16. Consider Resolution Designating the Chairman of the Board as Approver of Montgomery Township IDA Tax Exempt Issues
17. Consider Payment of Bills
18. Other Business
19. Adjournment

Future Public Hearings/Meetings:

05-16-2018 @ 6:00 p.m. – Montgomery Township Sewer Authority
05-16-2018 @ 7:30 p.m. – Shade Tree Commission
05-16-2018 @ 7:30 p.m. – Public Safety Committee

05-17-2018 @ 7:30 p.m. – Planning Commission
05-21-2018 @ 6:00 p.m. – Finance Committee
05-29-2018 @ 8:00 p.m. – Board of Supervisors (Tuesday)

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: May 14, 2018

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: Candyce Fluehr Chimera,
Chairman of the Board of Supervisors

BACKGROUND:

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

The Chairman 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.

SUBJECT: Announcement of Executive Session

ITEM NUMBER: #4.

ACTION XX

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

BOARD LIAISON: Candyce Fluehr Chimera,
Chairman of the Board of Supervisors

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

None.

None.

None.

None.

None.

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Minutes for April 23, 2018

MEETING DATE: May 14, 2018 ITEM NUMBER: #5

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

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

BACKGROUND:

Please contact Deb Rivas on Monday, May 14, 2018 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
APRIL 23, 2018**

At 7:00 p.m. Chairman Candyce Fluehr Chimera called to order the executive session. In attendance were Supervisors Michael J. Fox, Jeffrey W. McDonnell and Matthew W. Quigg. Supervisor Tanya C. Bamford was absent. Also in attendance were Police Chief J. Scott Bendig, Police Recruit Officer Candidates Connor Kreston and Nicholas Eufrasio, Township Manager Lawrence J. Gregan and Township Solicitor Robert J. Iannozzi, Esquire.

Chairman Candyce Fluehr Chimera called the action meeting to order at 8:04 p.m. In attendance were Supervisors Michael J. Fox, Jeffrey W. McDonnell and Matthew W. Quigg. Supervisor Tanya C. Bamford was absent. Also in attendance were Township Solicitor Robert J. Iannozzi, Esquire, Township Manager Lawrence J. Gregan, Police Chief J. Scott Bendig, Director of Fire Services Richard Lesniak, Director of Finance Ami Tarburton, Assistant to the Township Manager Stacy Crandell, Director of Planning and Zoning Bruce Shoupe, Director of Public Works Kevin Costello, Director of Recreation and Community Center Floyd Shaffer, Director of Information Technology Richard Grier, Public Information Coordinator Kelsey Whalen and Recording Secretary Deborah A. Rivas.

Following the Pledge of Allegiance, Chairman Candyce Fluehr Chimera called for public comment from the audience.

Under public comment, Chairman Candyce Fluehr Chimera reported that in response to complaints raised by the residents of the Montgomery Preserve and Montgomery Knoll developments, the Township will be taking several actions in the event that the Cutler Group does not move forward with completion of development site improvements as required by the approved plans. These actions will include authorizing Township staff to complete the application/contracting process with PECO to energize the streetlights on Enclave Boulevard; authorize the Township Engineer to prepare plans and specifications to perform restoration of street light wire trench areas along the entire length of Enclave Boulevard and complete grading

and seeding of the landscape area between Enclave Boulevard and Preserve Lane; authorize the Township Engineer to prepare plans and specifications to complete paving base repairs and final paving in Montgomery Preserve and Montgomery Knoll developments; and request that the Montgomery Township Municipal Sewer Authority perform sewer authority punch list work in anticipation of final paving work in Montgomery Preserve and Montgomery Knoll. The Township's goal is to have the ability to award contracts for this work at the second meeting in June. In addition, she noted that the Township will work on removing the illegal trailer at the intersection of Enclave Boulevard and Bethlehem Pike. After these safety items are addressed, landscaping and other non-critical matters will be addressed.

Under public comment, Sheila Lessick of 100 Bayhill Drive, Tom Sanna of 140 Bayhill Drive, Lea Stein of 128 Bayhill Drive, Tom Harker of 130 Bayhill Drive and Allen Solomon of 138 Bayhill Drive commented on the need for completion of the outstanding improvements as soon as possible. Mrs. Stein reported that they have organized their homeowners association and will be meeting with the Cutler Group for the turnover of the roads that will become the association's responsibility. They also presented additional concerns about the final paving of driveways, dumping of construction trash and reimbursements Cutler owes to several homeowners.

Also under public comment, Robert and Rebecca Marcantuono of 118 Horseshoe Lane reported their concern with the ash tree removal project work being performed behind their house. They commented on their displeasure that the trees were cut down and were just left lying on the ground. They advised that when they inquired with Township staff as to what would be happening with the trees, they were told that they would be left that way. They demanded that they would like to have them removed. Mrs. Marcantuono reported that she had sent multiple emails and photos to the Township and that this issue is making the value of their home go down. In addition, Mrs. Marcantuono stated that her research provided her with information that showed deadwood areas contain insects, salamanders, snakes, mice and shrews and she

has an 18 month old child who already has respiratory distress. She stated that this is not how they are going to have their home.

Vice Chairman Michael J. Fox stated that the emerald ash borer arrived in the Township over five years ago and the Board was put on notice that all of the Township's ash trees would eventually die due to the ash borer. He explained that the Township's first responsibility is the safety of the residents and the Township has been advised by the Township's arborist, insurance carrier, solicitors and landscape architect that the Township needed to take action to get these trees on the ground. Vice Chairman Fox said that the trees are on Township property and at some point after the project is complete, the landscape architect and arborist will go back and visit the various locations to determine if additional work is necessary. This visit is not expected to happen anytime soon. Mrs. Marcantuono asked for a definitive plan in July or August for this action. Vice Chairman Fox indicated that he could not and would not give a definitive plan because the Township does not know when the cutting projects will all be completed. Mrs. Marcantuono indicated that she will be coming back to each Board meeting until this matter is appropriately dealt with.

Chairman Candyce Fluehr Chimera made a motion to have the Township staff take care of the interim actions as noted for the Cutler Developments and previously discussed under public comment. Vice Chairman Michael J. Fox seconded the motion which was approved unanimously by a majority vote of 4 to 0, Supervisor Tanya C. Bamford was absent.

Solicitor Robert J. Iannozzi, Esquire announced that the Board had met in an executive session on April 16, 2018 from 5:00 p.m. to 6:15 p.m. to discuss the Cutler Development matter and again this evening prior to this meeting to discuss a matter of personnel, a review of zoning matters, the Cutler matter, a matter of potential litigation and an update on the police contract. Mr. Iannozzi stated that these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Chairman Candyce Fluehr Chimera made a motion to approve the minutes of the April 9, 2018 Board of Supervisors meeting, and Vice Chairman Michael J. Fox seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Director of Recreation and Community Center Floyd Shaffer announced that Derek Muller is being recommended for consideration for appointment to the position of Recreation and Community Center Supervisor effective April 23, 2018. Derek is continuing his professional career with Montgomery Township after nearly six years of employment with the City of Philadelphia Park and Recreation Department. Derek holds a Bachelor of Arts degree in Communication from LaSalle University and his education and employment experiences in the community recreation arena have prepared him quite well for his upcoming duties with Montgomery Township. Resolution #1 made by Chairman Candyce Fluehr Chimera, seconded by Supervisor Matthew W. Quigg and adopted unanimously, approved the appointment of Derek Muller to the position of Recreation and Community Center Supervisor, effective April 23, 2018.

Public Information Coordinator Kelsey Whalen announced the launch of the Township's recently redesigned website. The Township's main goal for the redesign was to give the community a mobile and tablet friendly experience, a modern look, a more organized and user friendly site, social media integration and a special focus on resident/community services and events. Mrs. Whalen reported that over the course of the last ten (10) months, the Township and eGov Strategies have worked hard on meeting this goal, as well as collaborating on ideas, concepts, color schemes, design formats, and different content organization options, and Township staff are very pleased with the final outcome. The launch of the redesigned website will be announced on all forms of Township communication channels.

Township Manager Lawrence J. Gregan reported that since 1985, the Public Employees Roundtable (PER) and its member organizations have celebrated Public Service Recognition Week. This year it is being celebrated the week of May 6th through May 12th, 2018. Throughout

the nation it is recognized as a time to show appreciation to the men and women who serve our nation as federal, state, county and local government employees for their contribution to the safety, security and efficiency of our communities. Resolution #2 made by Vice Chairman Michael J. Fox, seconded by Supervisor Matthew W. Quigg and approved unanimously, recognized the week of May 6th through May 12th, 2018 as Public Service Recognition Week.

Planning Director Bruce Shoupe reported that 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 28, 2018 at the Montgomery Township Community and Recreation Center. Montgomery Township has also been named as a 2017 Tree City USA recipient with a presentation of the award by our State Forester scheduled during the event as well. Resolution #3, made by Vice Chairman Michael J. Fox, seconded by Chairman Candyce Fluehr Chimera and adopted unanimously, urge all citizens to celebrate Arbor Day and to support efforts to protect trees and woodlands.

At 8:49 p.m. Chairman Candyce Fluehr Chimera opened the continued Public Hearing for a proposed Conditional Use application for ProReal Ventures LLC – Shine Time Carwash C 68 – DeKalb Pike and Welsh Road. Notes of testimony were taken by Court Stenographer Mark Manfredi. The applicant, ProReal Ventures LLC, is seeking Conditional Use approval to construct a 4,594 square foot automatic car wash on 1.816-acre lot at the northeast corner of DeKalb Pike and Welsh Road, the former Atomic Tire property. The applicant proposes to provide car stacking for approximately 66 vehicles and parking for employees and customers totaling 34 spaces. Access to the site is shown as a “right in only” driveway entrance on an existing curb cut located on the Welsh Road frontage of the site and a “right in/right out only movement” driveway entrance and exit through an existing curb cut located on the DeKalb Pike frontage of the site. The original hearing was continued to this date in order for the applicant to address traffic concerns raised by the Township’s traffic engineer, Traffic Planning and Design. Kimberly Friemuth, Esquire, representing the applicant, addressed the changes that were made

to the access and layout of the car wash in accordance with the recommendations of the Township Traffic Engineer. The Board of Supervisors was satisfied with the plan as revised and the hearing closed at 9:02 p.m. Resolution #4 made by Vice Chairman Michael J. Fox, seconded by Chairman Candyce Fluehr Chimera and adopted unanimously, approved the Conditional Use application for ProReal Ventures LLC for Shine Time Car Wash C68 – DeKalb Pike and Welsh Road.

Director of Planning and Zoning Bruce Shoupe reported that ProReal Ventures, LLC is seeking a waiver of screening buffer requirement for its Shine Time Car Wash plan. Under Section 230-78A of the Zoning Ordinance, the Board of Supervisors can waive or reduce the required 25-foot planting area if the side or rear boundary lines abuts commercial or industrial uses or zoning districts. The side and rear property lines of this project abuts the C-Commercial zoning district. Resolution #5 made by Vice Chairman Michael J. Fox, seconded by Chairman Candyce Fluehr Chimera and adopted unanimously, approved the waiver of screening buffer requirement for ProReal Ventures LLC – Shine Time Car Wash at DeKalb Pike and Welsh Road.

Director of Planning and Zoning Bruce Shoupe reported that the applicant, Montgomery Crossing Associates, is proposing to construct a new freestanding Firebirds Wood Fired Grill restaurant near the signalized entrance off Welsh Road. The Board of Supervisors adopted a resolution, granting the requested conditional use approval on March 26, 2018. Under the Municipalities Planning Code, the Board is required to render a written decision on a conditional use application within 45 days after the last hearing on the application. Pursuant to the Municipalities Planning Code, the Solicitor has prepared a formal decision and order memorializing the Board's grant of the requested conditional use. Under public comment, Millie Smith of 1316 W. Welsh Road stated that she was concerned about the placement of the building and the dumpster location, as well as making sure that restrictions that were put in place back in the 1990s with regard to this shopping center were still enforced, such as no

outside speakers and keeping the lot sweepers to reasonable hours of usage. The Board asked the applicant to address the concerns of Mrs. Smith as they move forward with the land development of this project. Resolution #6 made by Chairman Candyce Fluehr Chimera, seconded by Vice Chairman Michael J. Fox and adopted unanimously, approved the Memorandum, Findings of Fact, Decision and Order regarding the Conditional Use application of Montgomery Crossing Associates.

Director of Planning and Zoning Bruce Shoupe reported that Montgomery Crossing Associates has requested a waiver of the Township's formal land development process for the proposed new Firebirds Wood Fired Grill at the Gwynedd Crossing Shopping Center located at 1210 Bethlehem Pike. The applicant received relief from the Zoning Hearing Board for various dimensional standards and "outside seating" allowing the construction of a new Firebirds Wood Fired Grill restaurant near the signalized intersection of Welsh Road. Resolution #7 made by Chairman Candyce Fluehr Chimera, seconded by Vice Chairman Michael J. Fox and adopted unanimously, approved the waiver of formal land development application for Firebirds Wood Fired Grill – Gwynedd Crossing Shopping Center – LDS#695W.

Chairman Candyce Fluehr Chimera opened the Public Hearing for a Liquor License Transfer, #LL-18-03 for Firebirds of North Wales, LLC at 9:19 p.m. Notes of testimony were taken by Court Stenographer Mark Manfredi. This is an inter-municipal transfer of a liquor license. Mark Kozar, Esquire of Flaherty & O'Hara, representing the applicant, Firebirds of North Wales, LLC, presented his testimony on the requirements necessary for the liquor license transfer and Firebirds of North Wales LLC. Resolution #8 made by Vice Chairman Michael J. Fox, seconded by Supervisor Matthew W. Quigg and adopted unanimously, authorized the liquor license transfer for Firebirds of North Wales, LLC.

Township Manager Lawrence J. Gregan 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. Effective January 1, 2018, the US Department of Transportation amended its mandatory drug testing program, which is applicable to all CDL drivers. The amendment to the 5-panel drug test would require the opiate designation to be renamed to opioids, and the panel will now include the addition of four semi-synthetic opioids (hydrocodone, hydromorphone, oxycodone, and oxycodone.) In order to maintain a drug-free and safe work environment within the community, Montgomery Township is proposing that the above change be implemented for all drug screening (including pre-employment and employees who hold a CDL Commercial Driver's License and are subject to random testing). Therefore, the following policies are being present for approval to reflect that update: Drug and Alcohol Policy for Employees with Commercial Driver's License (CDL) 2008, 2016, and Post-Offer, Pre-Employment Medical Examination and Substance Abuse Policy – 2016. Resolution #9 made by Chairman Candyce Fluehr Chimera, seconded by Supervisor Matthew W. Quigg and adopted unanimously, approved the Drug and Alcohol Policy for Employees with Commercial Driver's License (CDL) and Post-Offer, Pre-Employment Medical Examination and Substance Abuse Policy for distribution to employees and inclusion in the Montgomery Township Employee Handbook.

Township Manager Lawrence J. Gregan reported that Ann Shade, Director of Administration and Human Resources, would like to attend the Delaware Valley Health Trust (DVHT) conference being held on June 20 – June 22 in Cambridge, Maryland. The Trust is responsible for payment of the costs associated with the conference. In general, the conference workshops are designed to inform members about the operations of the Trust, trends in health insurance and DVHT customized services. Resolution #10 made by Chairman Candyce Fluehr Chimera, seconded by Supervisor Matthew W. Quigg and adopted unanimously, approved the request by Ann Shade to attend the out-of-state DVHT training conference on June 20 – June 22, 2018.

Director of Public Works Kevin Costello reported that the Public Works Department currently has sixteen ASC2 traffic controllers in stock to repair the ASC2 traffic signal controllers at five of the Township's intersections. Most Township intersections have been upgraded to the ASC3 or Colbalt C signal controllers, leaving just five intersections with the older technology. Signal Control Products, a Township vendor, has a need for the ASC2 controllers, which can no longer be purchased new, for temporary intersections under construction in other municipalities. Signal Control Products has offered to furnish two new Colbalt C controllers (valued at \$2,400 each) in exchange for six of the Township's ASC2 controllers (valued at no more than \$900). It has been determined that the ten ASC2 controllers remaining in stock after the exchange will be adequate for any emergency needs of the Township and that the remaining five intersections will be upgraded to the ASC3 or Colbalt C, as needed. Resolution #11 made by Vice Chairman Michael J. Fox, seconded by Supervisor Matthew W. Quigg and adopted unanimously, approved the disposal of six surplus ASC2 traffic signal controller assets with a value of \$900 to Signal Control Products in exchange for two new Colbalt C controllers with a value of \$4,800 in accordance with the Township's Disposal Policy for Personal Property of the Township.

A motion to approve the payment of bills was made by Chairman Candyce Fluehr Chimera, seconded by Vice Chairman Michael J. Fox, and adopted unanimously, approving the payment of bills as submitted.

There being no further business to come before the Board, the meeting adjourned at 9:32 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider a Resolution Recognizing National Police Week

MEETING DATE: May 14, 2018 ITEM NUMBER: #6

MEETING/AGENDA: ACTION NONE

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

INITIATED BY: J. Scott Bendig
Chief of Police

BOARD LIAISON: Candyce Fluehr Chimera
Chairman, Board of Supervisors



BACKGROUND:

In 1962, President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls as Police Week. Established by a joint resolution of Congress in 1962, Police Week pays special recognition to these law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. This is a significant week in our community as Montgomery Township Police Officer David Hancock lost his life on December 11, 1976, while protecting the citizens of Montgomery Township. National Police Week 2018 will be recognized from Sunday, May 13th through Saturday, May 19th.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended the Board of Supervisors recognize the week of May 13th through, May 19th, 2018 as National Police Week.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we recognize the week of May 13th through, May 19th, 2018 as National Police Week and pay tribute to those law enforcement personnel who make our community safer and to those law enforcement personnel that have lost their lives in the line of duty for the safety and protection of others.

MOTION: _____

SECOND: _____

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Recognize Police Officer Commendations

MEETING DATE: May 14, 2018

ITEM NUMBER: #7

MEETING/AGENDA: WORK SESSION

ACTION **XX**

NONE

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

INITIATED BY: J. Scott Bendig
Chief of Police

BOARD LIAISON: Candyce Fluehr Chimera
Chairman, Board of Supervisors

BACKGROUND:

In honor of Police Week, the Police Department would like to recognize several members of the law enforcement community for their outstanding performance in the line of duty as recommended by the Police Department's Award Committee. This committee, appointed by the Chief of Police, considers those cases of outstanding police performances as nominated by the officer's supervisor.

Official Commendation for Merit - Detective Todd Walter

On February 13, 2017, officers responded to the Patel Food Market on Bethlehem Pike for a burglary. An investigation revealed that an individual entered the market from the roof via the air conditioning system, making off with over \$1,000.00 in cash. Detective Todd Walter was assigned the case and learned that burglaries of a similar nature were occurring throughout Montgomery County. Detective Walter obtained and executed seven search warrants for various records and cell phone information, developing two suspects for the crime. Detective Walter interviewed one of the suspects, who subsequently admitted to four burglaries in Montgomery County, including the Patel Food Market. Both suspects were charged with burglary and related offenses.

Official Commendation for Life Saving - Officer Brian Gerrard:

On May 7, 2017, Officer Brian Gerrard responded to the 300 block of Woodstream Way for a resident who was choking. Officer Gerrard arrived on scene and found that the patient was now unconscious and not breathing. Officer Gerrard initiated chest compressions, which dislodged the food that was obstructing the patient's airway. The resident was stabilized by members of the Volunteer Medical Service Corps of Lansdale and transported to Abington Hospital-Lansdale. The patient has since recovered.

Letter of Official Commendation - Officer Timothy Woch

On June 7, 2017, Officer Timothy Woch overheard a radio call to an adjacent police department regarding suspicious activity in a neighborhood. The caller observed several subjects looking inside parked vehicles. Officer Woch stood-by on the adjacent border in case assistance was needed. A short time later, the responding officer reported seeing two vehicles exit the neighborhood. Check revealed one of the vehicles had been reported stolen from Philadelphia. Officer Woch observed the two vehicles as they traveled on Welsh Road. Upon seeing Officer Woch, one vehicle fled the area. Officer Woch stopped the second vehicle and determined that it had just been stolen. The driver was taken into custody for vehicle theft and related offenses.

Official Commendation for Life Saving - Officer Taylor Jones:

On August 31, 2017, Officer Taylor Jones responded to the 100 block of Hanover Avenue for a cardiac arrest. Officer Jones arrived on scene and found that the resident was unconscious, had no pulse, and was not breathing. A family member was on location conducting CPR. Officer Jones took over compressions until members of the Montgomery Township Fire Department and Volunteer Medical Service Corps of Lansdale arrived on scene. The resident was stabilized by members of the Volunteer Medical Service Corps of Lansdale and transported to Abington Hospital-Lansdale. The patient has since recovered.

Letter of Official Commendation - Officer Taylor Jones

On September 27, 2017, Officer Taylor Jones responded to a call for a suspicious person at the Santander Bank. The caller believed that a subject who had previously committed a robbery at the bank in August was in the area. Upon arrival at the bank, Officer Jones viewed a photo that the caller took of the subject and recognized him as being the same individual that had committed the robbery in August. A search of the area for the male yielded negative results. A short time later Officer Jones was advised that a bank robbery had been committed in an adjacent municipality. Officer Jones began monitoring traffic on the neighboring department's border. Officer Jones then observed the Santander Bank robbery subject drive past him in a vehicle. A vehicle stop was conducted, and the driver was arrested for the Santander Bank robbery. The subject was also identified as committing three other bank robberies, including the robbery that had occurred just prior to the traffic stop.

Official Commendation for Merit - Officer Daniel Rose

On November 21, 2017, Officer Daniel Rose conducted a traffic stop of a vehicle for lighting and registration violations. During Officer Rose's interaction with the driver he noted her nervous behavior, evasive answers to questions, and conflicting statements. During the course of the interaction, the driver provided false information regarding her identity. The driver was subsequently arrested for providing false identification to officers as well as for having outstanding warrants. A canine search of the exterior of the vehicle resulted in a positive indication for the presence of drugs. The driver, when requested, gave consent to search the vehicle. A search of the vehicle revealed nine stolen handguns, 1.5 ounces of crystal methamphetamine, drug paraphernalia, and a drug ledger indicating significant drug sales. The driver was charged with violations of the Drug Act, firearms violations, and related offenses.

Letter of Official Commendation - Officer Brian Schreiber, Officer Jason English, Officer Bins Thomas, Detective Todd Walter

On December 16, 2017, Officer Thomas investigated an abandoned vehicle displaying a Florida registration in the parking lot of the Montgomery Mall. Officer Thomas attempted to contact the vehicle owner. A short time later, Officer Thomas was contacted by the Miami Dade Police Department requesting that the vehicle be impounded. Miami Dade Police advised that the vehicle owner was in critical condition after being assaulted by her son. The son was believed to have taken the vehicle and victim's credit cards. Officers Schreiber, English, and Thomas obtained a photo of the son and began checking with each hotel in the township to locate the son. Officers learned that the son had been at the Courtyard by Marriott on DeKalb Pike earlier in the day. Officers were able to locate the son, transporting him to the station. A subsequent interview was conducted with the son in which he admitted to striking his mother on multiple occasions. The son was taken into custody and charged with theft and related offenses until being extradited to Florida.

Letter of Official Commendation - Officer Daniel Rose, Officer Adam Deussing, Officer Peter Byrne, Officer Anthony Shearer, Officer Andrew Haber

On December 29, 2017, Officer Rose was traveling past LA Fitness when he noticed vehicles parked in the lot and some lights on in the business. LA Fitness was closed during this time. Officers began checking the business from the exterior and observed three to four subjects inside the business. When the subjects saw the officers outside, they ran deeper into the facility and hid. Officers, believing a burglary was in progress, surrounded the building. Officers attempted to contact the subjects inside, but

they would not come to the door and continued to hide. Officers were able to open a door, entering LA Fitness. A canine announcement was made. Shortly after the announcement, eight subjects fled out of a side exit of the building. The subjects were taken into custody. Officers searched LA Fitness and found a half pound of marijuana that had been left by the subjects. The subjects were charged with burglary and violations of the Drug Act.

Official Commendation - Unit Citation - Corporal Thomas Ward, Officer Brian Schreiber, Officer Michael Jenkins, Officer Jason English, Officer Anthony Long, Officer Bins Thomas, Dispatcher Carlos Cartagena

On March 22, 2018, officers responded to a residence in the township for a report that a male had just killed his entire family. The caller advised the Montgomery County 911 Dispatcher that he had killed his father, mother, and brother and that there was glass everywhere. Corporal Ward began directing a coordinated response and deployment of department personnel while Dispatcher Carlos Cartagena began researching prior incidents at this location. Arriving officers donned tactical vests and tactically approached the residence utilizing a ballistic shield. As officers approached the property, they learned that the caller had a prior mental health history with our department. It was also confirmed that the caller did live at the residence with his father, mother, and brother. As officers approached the residence, Montgomery County Dispatch advised that the caller stated that he had a handgun with five rounds. Once officers were in position around the exterior of the home, the Montgomery County 911 Dispatcher was instructed to call the home and have the caller exit the house. As the caller exited his home, he was holding an unknown black object in his right hand. The caller was directed to drop what was in his hand. The caller ignored these commands, advanced toward the officers, then stopped. The caller then raised his right hand toward the officers as if he had a gun. Officers were quickly able to identify the object in his right hand as a cell phone. Officers advanced toward the caller, taking him into custody. Officers entered the residence and found the family to be alive and well. Officers spoke to the caller who advised that after a failed suicide attempt earlier in the evening he made the 911 call in an attempt to have officers kill him. The caller was subsequently referred for mental health treatment.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

RECOMMENDATION: It is recommended the Board of Supervisors recognize the outstanding performances of these law enforcement personnel performed in the line of duty.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize and commend these law enforcement personnel for their outstanding performances in the line of duty.

MOTION: _____ SECOND: _____

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Resolution Recognizing National Public Works Week

MEETING DATE: May 14, 2018

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: Candyce Fluehr Chimera,
Chairman

BACKGROUND:

Since 1960, the American Public Works Association has sponsored "National Public Works Week" and this year it is being celebrated the week of May 20th through May 26th, 2018. Across the nation, the APWA membership uses this week to energize and educate the public on the importance of the Public Works contributions to their daily lives such as planning, building, managing and operating the heart of our local communities and providing a great quality of life.

The theme for this year is "The Power of Public Works" which speaks to the essential nature of Public Works role in providing safe roads, well maintained parks, smart transportation systems and infrastructure improvements.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

RECOMMENDATION:

Recognize the week of May 20th through May 26th, 2018 as "National Public Works Week"

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize the week of May 20th through May 26th, 2018 as National Public Works Week and extend our appreciation to the fine men and women of the Montgomery Township Public Works Department for their efforts on behalf of the residents and visitors to Montgomery Township.

MOTION: _____ SECOND: _____

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Waiver of Permit Fee– Bridal Path Cub Scout Pack #229 – Rocket Launch

MEETING DATE: May 14, 2018

ITEM NUMBER: #9.

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Candyce Fluehr Chimera
Chairman

BACKGROUND:

In the past, it has been the policy of the Board of Supervisors to waive permit fees for non-profit and religious organizations. The Township has received a request from Bridal Path Cub Scout Pack #229 to waive the \$50.00 special event permit fee and the \$125.00 park & facility rental fees for their rocket launch at Spring Valley Park to be held on June 10, 2018 with a rain date of June 17, 2018.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

That the permit fee and park & facility rental fees for Bridal Path Cub Scout Pack #229 be waived.

MOTION/RESOLUTION:

Resolution is attached.

MOTION: _____ SECOND: _____

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that Cub Scout Pack 229 shall be permitted the limited opportunity to conduct their annual Rocket Launch at Spring Valley Park on Sunday, June 10, 2018, from 11:00 a.m. until 4:00 p.m., with a rain date of June 17, 2018 under the following conditions:

1. Only rockets created by Cub Scout Pack 229 shall be launched.
2. All launches shall be conducted with direct supervision of an adult.
3. There must be a minimum 15 foot clearance around the launch pad.
4. Within one week prior to the Rocket Launch, Cub Scout Pack 229 shall produce a certificate of liability insurance (with a minimum limit in the amount of \$1 million) naming Montgomery Township as an additional insured.
5. Cub Scout Pack 229 shall secure the presence of a Fire Department of Montgomery Township truck during the launch period.

Additionally, we hereby approve the request of Bridal Path Cub Scout Pack #229 to waive the fees of \$175.00 for their rocket launch at Spring Valley Park on June 10, 2018.

MOTION BY:

SECOND BY:

VOTE:

DATE:

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



PACK 229

Cradle of Liberty Council, BSA

Amy Hawthorne, Committee Chairperson 104 Carlisle Court, Lansdale 19446 215.631.7943

Ed Martin, Cub Master 111 Bridle Path Road, Lansdale 19446 267.718.7280

Dear Montgomery Township Board of Supervisors:

Just like in past years, Pack 229 would once again like to apply for the Spring Valley Park field space, as well as, the covered area for our annual Rocket Launch and picnic. Like last year, we're applying for June 10th with a rain date of June 17th.

Also, like last year, our Pack is looking to use this event as another opportunity to recruit new members in addition to wrapping up our current year. We serve the Bridle Path/Montgomery Elementary areas. We would greatly appreciate approval for this space on the June 10th and just in case June 17th dates, and we respectfully request for the fee to be waived since we are a 501c3 nonprofit organization trying to educate boys and teach them to become leaders in our local community.

Enclosed is a copy of our insurance certificate. Please let us know if there is anything else needed to grant this request. In the past, Pack 229 has appeared at the Township's Board of Supervisor's Meeting where this request has been approved. Once again, we'd like to attend so that our boys can see local government in action.

Sincerely,

Amy M. Hawthorne, Pack 229 Committee Chairperson

Ed Martin, Pack 229 Cub Master

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Presentation of 1st Quarter 2018 Budget Report

MEETING DATE: May 14, 2018

ITEM NUMBER: # 10.

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Ami Tarburton
Finance Director

BOARD LIAISON: Candyce Fluehr Chimera-Chairman
Liaison – Finance Committee

BACKGROUND:

The Finance Department has completed the 1st Quarter 2018 Budget Report. Please see the attached documentation.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Accept the 1st Quarter budget report.

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



**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**

1001 STUMP ROAD
MONTGOMERYVILLE, PA 18936-9605

Telephone: 215-393-6900 • Fax 215-855-6656
www.montgomerytwp.org

**TANYA C. BAMFORD
CANDYCE FLUEHR CHIMERA
MICHAEL J. FOX
JEFFREY W. McDONNELL
MATTHEW W. QUIGG**

LAWRENCE J. GREGAN
TOWNSHIP MANAGER

To: Distribution

From: Ami Tarburton, Finance Director *Ami*

Date: April 16, 2018

Subject: Budget Status as of March 31, 2018

This memo will summarize the Year-to-Date operating results through March 31, 2018 and identify the significant activities in fund balance, revenues and expenditures. This summary was prepared based on the financial records enclosed in this packet.

- **Exhibit A - Statement of Changes in the General Fund Balance.** This statement helps us monitor our annual General Fund budget as well as our current General Fund balance.
- **Exhibit B - Capital Reserve Fund Analysis.** This report shows balances held in Capital Reserve for both designated and undesignated purposes.
- **Exhibit C - Chart Comparing General Fund Cash Balances 2017 – 2018.** This report shows our general Fund Cash position during the year as compared to the prior year and assists us in projecting cash flow needs for investment purposes.
- **Exhibit D - Local Enabling Tax Revenue comparison graph for 2017-2018** detailing each of the tax revenue streams for the General Fund.
- **Exhibit E – Earned Income Tax Revenue comparison for 2013-2017 and projection for 2018.**
- **Additional Reports included – Business Tax Office Monthly Report and CRC Revenue/Expense Report.**

Budget Status Report
1st Quarter 2018

General Fund 01 - Fund Balance

During the 1st Quarter of 2018, the Township received \$4.8M or 34% of 2018 General Fund Budgeted Revenues, which was 4% more than the \$4.6M in revenues received during the 1st Quarter 2017, and slightly behind the 2018 expected monthly budget by 1.7%. General Fund Expenditures during the 1st Quarter 2018 were \$2.302M which was 3% lower than the \$2.377M Expenditures during the 1st Quarter 2017. This decrease can be mostly attributed to activity in the police salaries line item. 2018 does not reflect any salary increases due to the pending police arbitration decision, and 4 officers retired during 2017 who were replaced with lower salaried recruits. Overall, expenditures in each department are consistent with the 2018 budgeted expenditures.

At the end of the 1st Quarter 2018, the General Fund Balance was \$4.96M, an increase of 4% from the 1st Quarter 2017 fund balance of \$4.77M. This increase in fund balance is due to the increase in revenues and reduction in expenses for the 1st quarter of 2018, as compared to 2017. The various Revenue and Expenditure details are discussed in more detail below.

General Fund – 01
Revenues and Expenditures

- Tax Revenues - These revenues represent 90% of all budgeted General Fund revenues.
 - Real Estate Tax revenues as of March 31st are up .4% (\$1K) as compared to same period prior year. The end of April will be a more telling indicator of the revenues for the year as April 30th is the end of the discount period for Real Estate Taxes.
 - Earned Income Tax (EIT) revenues for March are up 1% (\$12K) from same period prior year and are on target with the 2018 budget.
 - Mercantile Tax revenues are up 3% (\$48K) and Business Privilege revenues are up 12% (\$79K) from March 2017. The due date for these taxes was March 15th. About 90% of the anticipated taxes have been received. To date, we have processed tax returns for 828 of our 1309 registered businesses (~63%).
 - LST revenues are down 5% from March 2017. The first due date of the 2017 fiscal year is April 30th.
- Permits and License Fees – This collective group of revenues is reporting 25% (\$75K) above the prior year and is slightly ahead of the expected

Budget Status Report 1st Quarter 2018

budget for the year. Commercial renovations and development, along with residential new construction permits have contributed to this increase. Permit activities tend to increase entering the late spring/early summer months.

- Other Revenue Sources - This includes fines, interest, grants, etc. These revenues make up only 2% of the total budgeted revenues. They are 28% (\$19K) above prior year revenues for March and slightly ahead of the anticipated budget for this period of time. This is related mainly to the timing of receipts.

- Expenditures

Overall expenditures for the 1st quarter are 3.1% (\$75K) below prior year. As discussed earlier, this decrease is primarily a result of Police Department salary fluctuations. Total General Fund expenditures are in line with the anticipated budgeted expenditures for the 1st Quarter of 2018.

FUNDS 04 – 99

Fire Fund - 04

Revenues and Expenditures

Expenditures through the 1st Quarter 2018 for the Fire Fund were \$166K or 17% of budget. Revenues through the 1st Quarter 2018 were \$183K or 19% of Budget. The 1st Quarter revenues include the transfer of 25% of the \$310,000 EIT allocation to the Fire Fund and 25% of the Local Services Tax receipts budgeted to equal ~\$124K to the Fire Fund for 2018. In summary, the Fire Fund is performing on target with the budget.

Park and Recreation Fund - 05

Revenues and Expenditures

Expenditures through the 1st Quarter for the Park Fund were \$51K or 10% of budget. Revenues through the 1st Quarter 2018 are \$47K or 9% of budget. The largest revenue source for Fund 05 is real estate tax millage. With the discount period ending April 30, the 2nd quarter should be more telling of performance to budget. In summary, no significant budget variances have been identified at this time.

Budget Status Report
1st Quarter 2018

Basin Maintenance Fund - 06
Revenues and Expenditures

Expenditures through the 1st Quarter for the Basin Maintenance Fund were \$11K or 14% of budget. The current Township policy is that detention basins will remain the responsibility of the contractor or a Home Owner's Association. Therefore, the only revenue to this fund will be interest and the fund balance will continue to be drawn down for maintenance of existing Township basins. This fund may be impacted in the future by the new Stormwater Management regulations.

Street Light Fund - 07
Revenues and Expenditures

Expenditures through the 1st Quarter for the Street Light Fund were \$46K or 32% of budget. Revenues to this fund are derived from the annual street light assessments billed with the real estate tax bill. Revenues through the 1st Quarter 2018 are \$15K or 11% of budget.

Recreation Fund – 08
Revenues and Expenditures

Expenditures for the 1st quarter total \$173K and represent 15% of 2018 budgeted amounts. 1st Quarter revenues total \$400K, or 35% of budget. The majority of Kids U revenue has been received in the 1st quarter, however expenses will not be incurred until this summer. Revenues include 25% of the budgeted transfers from the General Fund in the amount of \$50K for the quarter.

Capital Projects Fund - 19
Revenues and Expenditures

The Township uses this fund to account for major capital projects. Currently, the only project accounted for in this fund is the scheduled payment of the emergency radios project arranged for by county officials. Revenues for the 1st quarter were \$107K, comprised of \$67K received from FDMT and VMSC for their portion of the capital expense according to agreements with both entities, and a transfer from Capital Reserve for the Township portion of the capital expense. Expenditures were \$107K for year 4 of 5.

Budget Status Report
1st Quarter 2018

Debt Service Fund - 23
Revenues and Expenditures

There were no expenditures through the 1st Quarter for the Debt Service Fund. Revenues for debt service payments are derived from interest earnings only. Due to the savings from the 2016 advanced refunding of the 2013 Bonds, the Debt Service portion of the Real Estate Tax (.24 mills) has been redirected to the General Fund for 2018 for ultimate transfer to the Capital Reserve fund. There is sufficient Debt Service Fund Balance to meet all debt obligations in 2018. Debt service payments are scheduled at various times throughout the year on a semi-annual or annual basis.

Capital Reserve Fund - 30
Revenues and Expenditures

Expenditures through the 1st Quarter for the Capital Reserve Fund were \$182K or 5% of the 2018 Budget. A report on expenditure and revenues for the individual reserve accounts in Fund 30 has been included in Exhibit B to this report.

Park Development Fund – 31
Revenues and Expenditures

There are no expenditures budgeted from this fund for 2018. Revenues are received from developers for new residential units per the Land Development Agreement. Revenues are \$52K for the 1st quarter, including \$51K from contributions.

Liquid Fuels Fund - 35
Revenues and Expenditures

The revenues of this fund are received from the State as part of the State Liquid Fuels Program. The annual Liquid Fuels Fund allocation was received in March in the amount of \$725K for 2018. The major expenditures from this fund are for Liquid Fuels Fund eligible expenditures associated with the annual street resurfacing and curb/sidewalk replacement program. There were no expenditures from the Liquid Fuel Fund during the 1st Quarter 2018. The bulk of expenditures will take place between May and August when the Department of Public Works performs the annual Curb/Sidewalk repair/replacement work and street resurfacing work.

Budget Status Report
1st Quarter 2018

Fire Relief Fund - 50
Revenues and Expenditures

The State Fire Relief allocation for 2018 will be received in September. These funds, estimated at \$226K for 2018, are by law distributed to the FDMT Relief Association and are used by the Relief Association to make safety related expenditures on behalf of the Fire Department of Montgomery Township Volunteers.

Police Donation Fund - 92
Revenues and Expenditures

This fund accounts for private contributions made by residents and businesses to the Police Department and is used to fund programs and expenditures not otherwise budgeted in the Police operating or capital budgets. There were contributions of \$100 in the 1st Quarter. No expenditures have been incurred in this fund during the 1st Quarter of 2018.

Environmental Fund - 93
Revenues and Expenditures

Revenues from this fund are primarily received from the Northern Montgomery County Recycling Commission (NMCRC), representing the Township's share of the DEP Recycling Performance Grant. Receipts from the Commission in the amount of \$35K have been received in the 1st Quarter of 2018.

Replacement Tree Fund - 94
Revenues and Expenditures

Expenditures through the 1st Quarter 2018 for the Replacement Tree Fund were \$5K or 7% of budget. The bulk of the expenses for this fund are for Arbor Day which will be celebrated again this spring. Revenues to this fund come from Developer contributions and interest earnings and total \$79K for the 1st Quarter of this year.

Autumn Festival Fund - 95
Revenues and Expenditures

There were no expenditures and commitments for the 1st Quarter. Expenditures will be incurred mostly during the 2nd and 3rd Quarters of 2018. Revenues to the fund are from contributions solicited from residents and businesses in the Township and the Township has provided for a \$7K contribution from the General Fund in the 2018 Budget.

Budget Status Report
1st Quarter 2018

Restoration Fund - 96
Revenues and Expenditures

This fund accounts for the use of developer contributions for the Knapp Farm House restoration. The Montgomery Township Historical Society manages the restoration projects with expenses being reimbursed from this fund. The original contribution made in 2004 was for \$400K of which \$9.8K remains for future projects.

Cc:	T. Bamford	L. J. Grogan
	C. Fluehr Chimera	D. Rivas
	M. Fox	S. Bendig
	J. McDonnell	K. A. Costello
	M. Quigg	R. Lesniak
	A. Shade	V. Zidek
	B. Shoupe	F. Shaffer

MONTGOMERY TOWNSHIP
STATEMENT OF CHANGES IN FUND BALANCE
GENERAL FUND
AS OF MARCH 31, 2018

March							DOLLAR	PERCENT
	2018 BUDGET (1)	2018 ACTUAL (2)	% of TOTAL (3)	2017 BUDGET (4)	2017 ACTUAL (5)	% of TOTAL (6)	VARIANCE 2017-2018 ACTUAL (2 - 5)	VARIANCE 2017-2018 ACTUAL (2 - 5)
REVENUES								
Taxes								
Real Estate Tax	2,196,412	234,685	4.9%	2,113,400	233,737	5.1%	948	0.4%
Earned Income Tax	5,350,000	1,275,708	26.5%	5,350,000	1,263,695	27.3%	12,013	1.0%
Real Estate Transfer Tax	850,000	50,774	1.1%	880,000	90,290	2.0%	(39,516)	-43.8%
Mercantile Tax	2,070,000	1,891,042	39.3%	2,120,000	1,842,692	39.9%	48,350	2.6%
Local Services Tax	577,500	138,310	2.9%	557,500	145,924	3.2%	(7,613)	-5.2%
Amusement Tax	63,000	13,150	0.3%	63,000	13,941	0.3%	(791)	-5.7%
Business Privilege Tax	850,000	738,106	15.4%	780,000	659,557	14.3%	78,549	11.9%
Total Taxes	11,956,912	4,341,776	90.3%	11,863,900	4,249,836	92.0%	91,940	2.2%
Permits and Licenses								
Building Permits	570,500	183,233	3.8%	550,500	110,770	2.4%	72,462	65.4%
Cable TV	610,000	148,311	3.1%	600,000	153,275	3.3%	(4,964)	-3.2%
All Others	93,000	47,385	1.0%	93,000	40,026	0.9%	7,359	18.4%
Total Permits and Licenses	1,273,500	378,928	7.9%	1,243,500	304,071	6.6%	74,857	24.6%
Other Sources								
Fines	175,000	37,470	0.8%	175,000	29,949	0.6%	7,522	25.1%
Interest	32,410	8,738	0.2%	40,000	6,591	0.1%	2,147	32.6%
Grants	572,000	3,355	0.1%	572,000	2,971	0.1%	385	13.0%
Department Services	81,900	37,261	0.8%	81,900	24,184	0.5%	13,077	54.1%
Other Financing Sources	80,000	360	0.0%	80,000	4,114	0.1%	(3,754)	-91.2%
	941,310	87,185	1.8%	948,900	67,808	1.5%	19,377	28.6%
TOTAL REVENUES	14,171,722	4,807,889	100.0%	14,056,300	4,621,716	100.0%	186,174	4.0%
EXPENSES								
Administration	1,396,311	245,352	10.7%	1,483,477	288,021	12.1%	(42,668)	-14.8%
Finance & IT	972,160	234,364	10.2%	963,040	215,756	9.1%	18,608	8.6%
Police	6,979,053	1,217,345	52.9%	6,955,700	1,335,461	56.2%	(118,115)	-8.8%
Code	874,270	151,074	6.6%	898,860	159,215	6.7%	(8,141)	-5.1%
Public Works	2,288,710	454,218	19.7%	2,188,442	378,758	15.9%	75,460	19.9%
Other Financing Uses	-	-	0.0%	-	-	0.0%	0	
TOTAL EXPENSES	12,510,503	2,302,353	100.0%	12,489,519	2,377,210	100.0%	(74,857)	-3.1%
NET REVENUES/(EXPENSES)	1,661,219	2,505,536		1,566,781	2,244,506		261,031	11.6%
INCOMING TRANSFERS	537,900	47,297		394,540	102,664		(55,368)	
OUTGOING TRANSFERS	(2,192,384)	(614,913)		(1,960,130)	(552,490)		(62,424)	11.3%
(DEFICIT)/SURPLUS	6,735	1,937,920		1,191	1,794,680		143,240	8.0%
BEGINNING FUND BALANCE	3,019,533	3,019,533		2,974,172	2,974,172		45,361	1.5%
ENDING FUND BALANCE	3,026,267	4,957,453		2,975,362	4,768,852		188,601	4.0%

MONTGOMERY TOWNSHIP
STATEMENT OF CHANGES IN FUND BALANCE
GENERAL FUND
AS OF MARCH 31, 2018

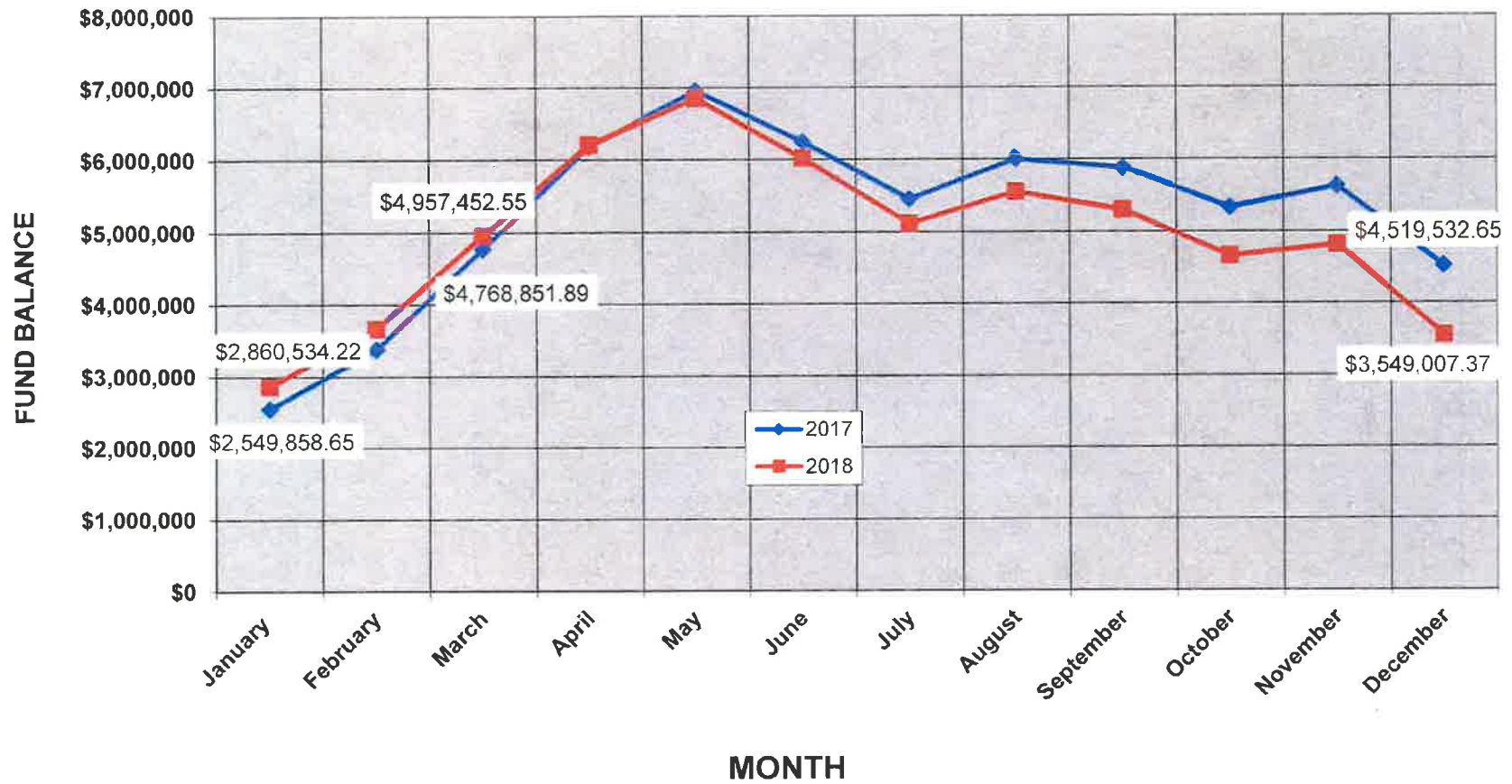
March				DOLLAR	PERCENT
	March 2018 Monthly Budget	2018 YTD BUDGET (1)	2018 ACTUAL (2)	VARIANCE Monthly Budget to Actual	VARIANCE Monthly Budget to Actual
REVENUES					
Taxes					
Real Estate Tax	243,711	2,196,412	234,685	(9,026)	-0.4%
Earned Income Tax	1,510,084	5,350,000	1,275,708	(234,377)	-4.4%
Real Estate Transfer Tax	108,343	850,000	50,774	(57,569)	-6.8%
Mercantile Tax	1,876,683	2,070,000	1,891,042	14,359	0.7%
Local Services Tax	171,643	577,500	138,310	(33,333)	-5.8%
Amusement Tax	10,273	63,000	13,150	2,877	4.6%
Business Privilege Tax	678,700	850,000	738,106	59,406	7.0%
Total Taxes	4,599,438	11,956,912	4,341,776	(257,663)	-2.2%
Permits and Licenses					
Building Permits	161,374	570,500	183,233	21,859	3.8%
Cable TV	166,805	610,000	148,311	(18,494)	-3.0%
All Others	42,098	93,000	47,385	5,286	5.7%
Total Permits and Licenses	370,277	1,273,500	378,928	8,651	0.7%
Other Sources					
Fines	48,390	175,000	37,470	(10,920)	-6.2%
Interest	3,075	32,410	8,738	5,663	17.5%
Grants	12,076	572,000	3,355	(8,721)	-1.5%
Department Services	17,349	81,900	37,261	19,912	24.3%
Other Financing Sources	4,647	80,000	360	(4,287)	-5.4%
Total Other Sources	85,538	941,310	87,185	1,648	0.2%
TOTAL REVENUES	5,055,253	14,171,722	4,807,889	(247,364)	-1.7%
EXPENSES					
Administration	252,270	1,396,311	245,352	(6,918)	-0.5%
Finance & IT	188,642	972,160	234,364	45,722	4.7%
Police	1,297,293	6,979,053	1,217,345	(79,947)	-1.1%
Code	133,129	874,270	151,074	17,944	2.1%
Public Works	374,966	2,288,710	454,218	79,252	3.5%
Other Financing Uses			-		
TOTAL EXPENSES	2,246,300	12,510,503	2,302,353	66,053	0.4%
NET REVENUES/(EXPENSES)	2,808,954	1,661,219	2,505,536	(303,417)	-12.1%

Montgomery Township
Capital Reserve Fund (30)
3.31.18

DESIGNATED RESERVES	Budgeted Expenditures	REVENUES	EXPENDITURES	INCOMING TRANSFERS	OUTGOING TRANSFERS	BALANCE BEGINNING 1/1/18	BALANCE ENDING 12/31/18
16 Year Road Plan, curbing, sidewalk				60,250.00		1,993,766.14	2,035,802.66
Road Paving Paving Materials	0.00						
2019 Curb, sidewalk & apron work and handicap r	5,000.00		2,076.75				
2018 Paving specs and construction oversite	50,000.00		11,146.98				
2018 Curb, sidewalk & apron work and handicap r	100,000.00		4,989.75				
Extra curb, sidewalk and aprons	30,000.00						
Non Liquid Fuel Curb & Sidewalk & Apron	840,080.00						
10 Year Equipment Plan						1,527,119.44	1,581,462.94
Transfer to General Fund	537,900.00			101,640.00	47,296.50		
Curb and sidewalk - Public Safety - Engineering						71,441.55	71,441.55
Park Equipment Plan						449,898.39	457,283.39
Transfer to Park Fund	113,440.00			7,385.00			
Fire Equipment Plan						1,440,947.47	1,440,297.47
Ladder truck	1,200,000.00						
Capital Replacement Trfr to Fire Fund	31,650.00				650.00		
Basin Equipment Plan					19,125.00	78,150.74	59,025.74
Township Building Parking Lot						100,000.00	100,000.00
Township Building Renovation						150,000.00	150,000.00
HVAC System Upgrades for Township Building	17,180.00			3,750.00		164,180.95	167,930.95
Operating Contingency						838,404.15	838,404.15
NPDES Permit						150,698.56	143,683.06
Yr 14 Requirements NPDES permit			765.50				
TMDL Strategy, NOI for 2018 Permit & Wissahicko	56,000.00		6,250.00				
Storm Water Pipe Replacement Reserve				125,000.00		382,333.20	507,333.20
Knapp Road Drainage - \$608K							
Sassafras Drive Storm Pipe - \$274K							
Knapp Rd Lane Expansion (Wegman's contribution)						260,500.75	260,500.75
Five Points Project						65,797.44	64,909.94
Engineering and Construction/Oversite	12,500.00		887.50				
County Line Road Improvements						84,895.54	84,285.12
County Line and Doylestown Rd Oversite	7,500.00		610.42				
Route 63 ITS						8,562.50	8,562.50
Oversight and Design	2,500.00						
Capital Improvements from Developers						123,825.00	123,825.00
Open Space						1,980,232.00	1,978,700.75
Zehr			1,531.25				
Park Capital Rehabilitation Plan			29,600.00			372,772.47	330,311.30
Powerline Trail	107,600.00		10,763.91				
Spring Valley Crosswalk Design	25,000.00						
Windlestrae Rose Twig Tennis Courts	34,700.00		2,097.26				
Community/Recreation Center						221,632.22	220,232.22
New Capital Equipment Reimb to Rec Center	67,700.00						
Replacement Capital Equipment Reimb to Rec Ce	1,500.00				1,400.00		
Police Radios	40,510.00				39,906.02	121,838.84	81,932.82
Technology Improvements						150,000.00	150,000.00
Subtotal Designated Reserves	3,280,760.00	0.00	70,719.32	298,025.00	108,377.52	10,819,497.35	10,938,425.51

UNDESIGNATED RESERVES	DETAIL	REVENUES	EXPENDITURES	INCOMING TRANSFERS	OUTGOING TRANSFERS	BALANCE BEGINNING 1/1/17	BALANCE ENDING 12/31/17
INTEREST/G/(L)		34,150.61					
ADMINISTRATION							
FMLA, STD, Leave Software Module or Package	3,000.00						
Board Room A/V	13,000.00						
Standing Desks - Shade & Crandell	1,600.00		1,164.58				
Stove - Community Room Kitchen	600.00						
Lobby TV	1,000.00						
Township Building Courtyard Renovations	75,000.00						
Township Lobby Security Upgrades	20,000.00						
Township Building Digital Sign	7,500.00						
	<u>121,700.00</u>						
TAX							
2 Document Scanners	1,000.00		813.52				
	<u>1,000.00</u>						
FINANCE							
Document Scanner	500.00		406.77				
	<u>500.00</u>						
INFORMATION TECHNOLOGY							
IP Handsets - Gigabit 9611g	850						
WiFi Access Points for Township Building Parking	2,000						
Fallover Cluster Network Switch	2,200						
WiFi Access Points for Township Building Basement	2,000						
	<u>7,050</u>						
POLICE		3,792.00					
Internal Bidirectional Antenna	19,000.00						
Microsoft GSA Office Pro Plus (10 Licenses)	3,600.00		3,565.00				
Secured Wireless Access Point System	2,000.00		2,191.20				
	<u>24,600.00</u>						
FIRE							
WiFi Access Point	1,000.00						
New 28' Ground Ladder	1,200.00						
	<u>2,200.00</u>						
PLANNING		122.00	1597.15				
PUBLIC WORKS							
Sign Post Driver	2,830.00						
	<u>2,830.00</u>						
PUBLIC WORKS - SNOW							
Snow Plow Hitch Frame	7,000.00						
	<u>7,000.00</u>						
PARK AND RECREATION							
Concrete Tables and Benches	3,000.00						
	<u>3,000.00</u>						
Subtotal Undesignated Expenditures	169,880.00	38,064.61	9,738.22	0.00	0.00	1,105,942.43	1,134,268.82
Total All Reserves	3,450,640.00	38,064.61	80,457.54	298,025.00	108,377.52	11,925,439.78	12,072,694.33
						General Ledger Balance	12,072,694.33
						Difference	0.00

GENERAL FUND CASH BALANCE
2017 ACTUAL VS 2018 PROJECTION
AS OF MARCH 31, 2018



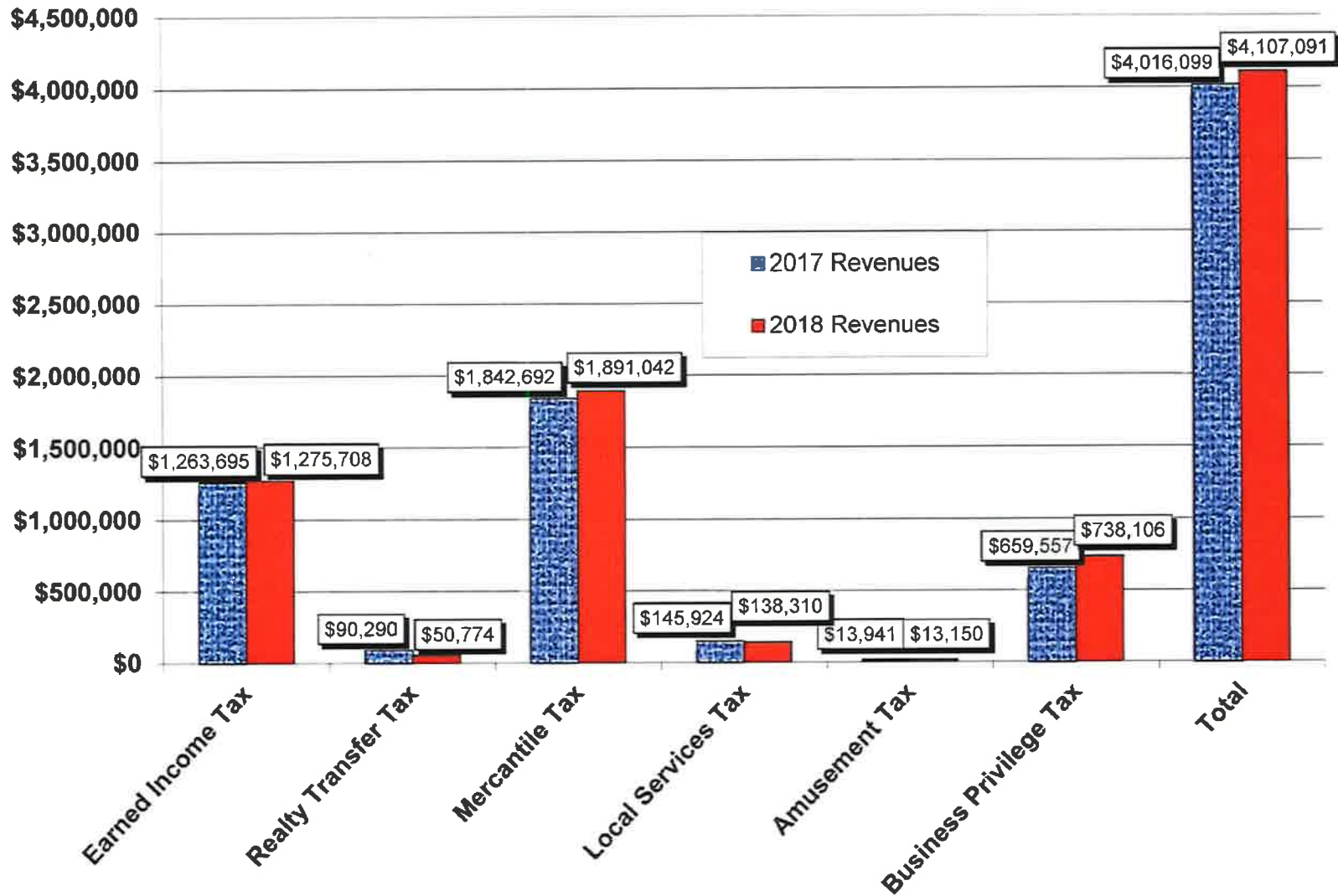
Cash Balance - General Fund 2017

	Beginning Bal	Revenues	Expenditures	Ending Balance
January	\$2,974,171.67	\$264,528.02	\$688,841.04	\$2,549,858.65
February	\$2,549,858.65	\$1,752,250.24	\$923,672.48	\$3,378,436.41
March	\$3,378,436.41	\$2,707,601.57	\$1,317,186.09	\$4,768,851.89
April	\$4,768,851.89	\$2,397,462.55	\$988,962.08	\$6,177,352.36
May	\$6,177,352.36	\$1,775,467.22	\$1,000,132.11	\$6,952,687.47
June	\$6,952,687.47	\$713,161.66	\$1,417,574.35	\$6,248,274.78
July	\$6,248,274.78	\$408,516.45	\$1,210,127.64	\$5,446,663.59
August	\$5,446,663.59	\$1,444,336.67	\$891,790.03	\$5,999,210.23
September	\$5,999,210.23	\$1,140,874.25	\$1,260,489.57	\$5,879,594.91
October	\$5,879,594.91	\$421,195.13	\$973,830.40	\$5,326,959.64
November	\$5,326,959.64	\$1,484,532.53	\$1,189,583.02	\$5,621,909.15
December (prior to surplus balance transfer)	\$5,621,909.15	\$721,288.36	\$1,823,664.86	\$4,519,532.65
	FINAL	\$15,231,214.65	\$13,685,853.67	
	FINAL BUDGET	\$14,450,840.00	\$14,449,649.25	
	OVER/(UNDER)	\$780,374.65	(\$763,795.58)	
	OVER/(UNDER)	5.40%	-5.29%	

General Fund Cash Balance Projection 2018

January	\$3,019,532.65	\$381,295.60	\$540,294.03	\$2,860,534.22
February	\$2,860,534.22	\$1,791,551.60	\$993,815.45	\$3,658,270.37
March	\$3,658,270.37	\$2,682,338.46	\$1,383,156.28	\$4,957,452.55
April	\$4,957,452.55	\$2,315,361.49	\$1,062,454.59	\$6,210,359.45
May	\$6,210,359.45	\$1,714,666.38	\$1,074,454.70	\$6,850,571.14
June	\$6,850,571.14	\$688,739.45	\$1,522,918.22	\$6,016,392.36
July	\$6,016,392.36	\$394,526.81	\$1,300,055.57	\$5,110,863.60
August	\$5,110,863.60	\$1,394,875.39	\$958,061.42	\$5,547,677.58
September	\$5,547,677.58	\$1,101,805.03	\$1,354,160.04	\$5,295,322.57
October	\$5,295,322.57	\$406,771.31	\$1,046,198.43	\$4,655,895.45
November	\$4,655,895.45	\$1,433,694.74	\$1,277,984.23	\$4,811,605.96
December	\$4,811,605.96	\$696,587.85	\$1,959,186.44	\$3,549,007.37
	PROJECTED	\$15,002,214.13	\$14,472,739.40	
	BUDGET	\$14,709,622.00	\$14,702,887.34	
	OVER/(UNDER)	\$292,592.13	(\$230,147.94)	
	OVER/(UNDER)	1.99%	-1.57%	

**Local Enabling Tax Revenue
Comparison 2017 - 2018
As of March 31, 2018**



EIT Revenues - All Funds 2013-2018

	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Projection	
January	\$ 535,759.55	\$ 249,949.20	\$ 138,265.04	\$ 138,457.99	\$ 154,038.34	\$ 204,878.37	A
February	\$ 397,017.02	\$ 813,824.55	\$ 906,222.69	\$ 954,271.37	\$ 960,043.66	\$ 911,999.88	A
March	\$ 666,263.64	\$ 292,691.28	\$ 401,711.77	\$ 455,774.99	\$ 262,112.84	\$ 271,329.43	A
April	\$ 381,095.99	\$ 315,738.21	\$ 272,582.32	\$ 277,769.41	\$ 264,906.10	\$ 264,906.10	E
May	\$ 320,503.58	\$ 380,377.66	\$ 1,031,984.60	\$ 1,131,146.20	\$ 1,222,372.10	\$ 1,222,372.10	E
June	\$ 653,590.27	\$ 708,867.46	\$ 378,503.55	\$ 270,744.99	\$ 291,948.88	\$ 291,948.88	E
July	\$ 390,585.66	\$ 318,251.22	\$ 188,684.52	\$ 103,934.80	\$ 122,752.55	\$ 122,752.55	E
August	\$ 297,611.83	\$ 564,576.40	\$ 752,386.09	\$ 890,739.12	\$ 909,422.14	\$ 909,422.14	E
September	\$ 443,941.20	\$ 533,453.92	\$ 456,139.99	\$ 254,262.14	\$ 244,795.18	\$ 244,795.18	E
October	\$ 240,987.76	\$ 172,392.63	\$ 127,735.05	\$ 148,233.40	\$ 133,769.81	\$ 133,769.81	E
November	\$ 604,921.93	\$ 680,190.01	\$ 628,963.75	\$ 900,021.95	\$ 904,467.46	\$ 904,467.46	E
December	\$ 414,332.39	\$ 479,479.59	\$ 569,028.17	\$ 332,696.79	\$ 263,872.85	\$ 263,872.85	E
Subtotal collections	\$ 5,346,610.82	\$ 5,509,792.13	\$ 5,852,207.54	\$ 5,858,053.15	\$ 5,734,501.91	\$ 5,746,514.75	
		3.05%	6.21%	0.10%	-2.11%	0.21%	

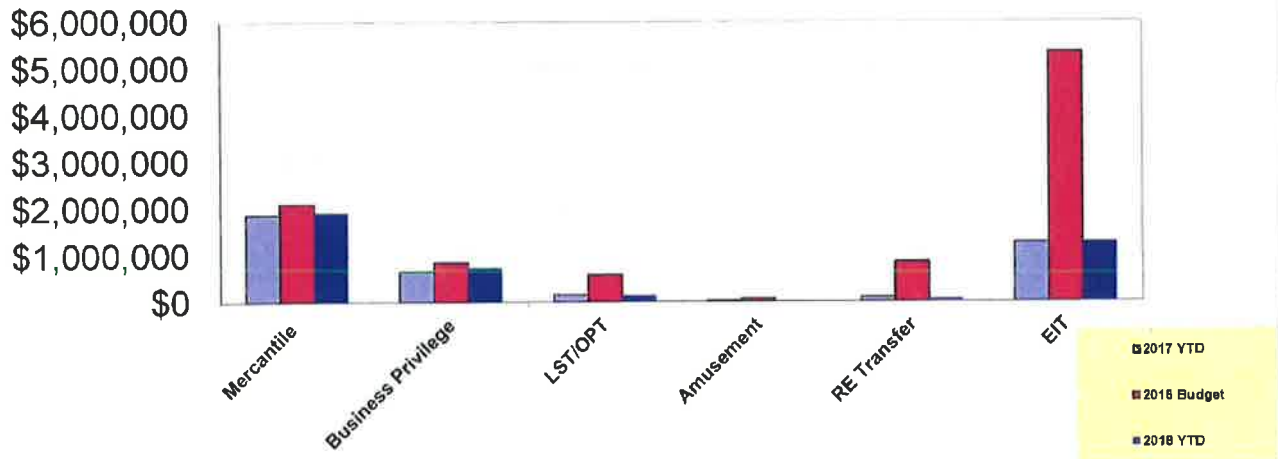
**BUSINESS TAX OFFICE
MONTHLY REPORT
Mar-18**

NEW BUSINESSES ADDED TO TAX ROLLS

NAME	
Crossroad IT, Inc.	Donhamp LLC
Edward Jones	Edward M. Roberts CPA & Associates
FedEx Supply Chain, Inc.	Grayeske Agency
Hellers Building	I Design 3
Kahn, Bobrin & Associates	Katie Wenger LCSW
Kelley Construction Inc.	Moyer CPA Group, LLC
School Folder Friends, LLC	Star Wireless of PA/Verizon Wireless
Technipower, Inc.	Total Office Interiors

ACT 511 TAXES

	Mercantile	Business Privilege	LST/OPT	Amusement	RE Transfer	EIT	TOTALS
2017 YTD	\$1,873,773	\$659,557	\$145,924	\$13,941	\$90,290	\$1,263,695	\$4,047,180
2018 Budget	\$2,100,000	\$850,000	\$577,500	\$63,000	\$850,000	\$5,350,000	\$9,790,500
2018 YTD	\$1,923,542	\$738,106	\$138,310	\$13,150	\$50,774	\$1,275,708	\$4,139,591
Current Month	\$1,460,533	\$644,662	\$6,593	\$5,114	\$25,251	\$158,829	\$2,300,983
% of Budget	91.60%	86.84%	23.95%	20.87%	5.97%	23.85%	42.28%



REAL ESTATE DEED REGISTRATIONS

The Township ceased preregistration of Real Estate Deed Transfers in December 2008. The following information is based on Deed Transfer information provided by the Recorder of Deeds Office along with the monthly Real Estate Transfer Tax.

<u>TYPE</u>	<u># OF UNITS</u>	<u>AVG. PRICE</u>	
NEW	0	\$0	
RESALE	13	\$311,788	
DEED CHGS	6	N/A	
COMMERCIAL	1	\$1,100,000	697 Bethlehem Pike
INDUSTRIAL	0	\$0	
LAND	2	\$0	
SHERIFF	1	\$2,497	
TRANSFER TAXES PAID		\$25,250.92	

Account Name : Montgomery Township

Investment Summary

Account No : 31277100

March 01, 2018 To March 31, 2018

	Percent of Portfolio		Market Value
Fixed Income	81.62%	\$	12,050,000.00
Cash Equivalents	18.38%	\$	2,713,699.32
	100.00%	\$	14,763,699.32



Account Summary

	Statement Period (03/01/2018-03/31/2018)	Year-To-Date (01/01/2018-03/31/2018)
Beginning Market Value	\$ 14,756,548.89	\$ 14,715,365.70
Cash Deposits	0.00	0.00
Asset Deposits	0.00	0.00
Cash Withdrawals & Distributions	0.00	0.00
Asset Withdrawals & Distributions	0.00	0.00
Administrative Expenses	(1,540.79)	(4,861.62)
Tax Free Interest & Dividends	0.00	0.00
Taxable Interest & Dividends	8,691.22	53,195.24
Realized Gain/(Loss)	0.00	0.00
Unrealized Gain/(Loss)	0.00	0.00
Ending Market Value	\$ 14,763,699.32	\$ 14,763,699.32

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of FDMT Annual Fundraising Activities

MEETING DATE: May 14, 2018

ITEM NUMBER: # 11.

MEETING/AGENDA: ACTION X NONE

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

INITIATED BY: Richard M. Lesniak
Director of Fire Services

BOARD LIAISON: Tanya Bamford, Supervisor
Liaison – Public Safety Committee

BACKGROUND:

Section 15 of the Amended & Restated Fire Service Agreement provides that the Volunteer Fire Department of Montgomery Township (FDMT) annually advises the Board of Supervisors of its planned fundraising activities and to request the Board of Supervisor's approval of the events. The FDMT proposes the following fundraising activities:

- Hosting of car washes throughout the summer months
- Annual fund drive mailing
- Coin toss in December

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 grant approval for the FDMT to partake in the following fundraising activities:

- Hosting of car washes throughout the summer months
- Annual fund drive mailing
- Coin toss in December

MOTION/RESOLUTION: BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby grant approval for the FDMT to partake in the following fundraising activities:

- Hosting of car washes throughout the summer months
- Annual fund drive mailing
- Coin toss in December

MOTION: _____ SECOND: _____

ROLL CALL:

Tanya Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Advertise – Public Hearing – Conditional Use #C-69
Water Tower Square – 751 Horsham Road

MEETING DATE: May 14, 2018 ITEM NUMBER: #12.

MEETING/AGENDA: WORK ACTION XX NONE

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

INITIATED BY: Bruce Shoupe  BOARD LIAISON: Candyce Fluehr Chimera
Director of Planning and Zoning Chairman

BACKGROUND:

Attached is an application for conditional use from Water Tower Square Associates, for a new 7,302 sf freestanding restaurant, satellite use, at the Water Tower Square Shopping Center, located at the intersection of Horsham Road and North Wales Road. The property was developed in 2003 and currently has a number of retail uses located on the property, including Home Depot and Franks Movie Theater.

In accordance with Township Code and the PAMPC, a public hearing must be held within 60 days of the receipt of a Conditional Use application, April 24, 2018, which would require a hearing to be held on June 22, 2018.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS:

The Board must authorize the advertising of a Conditional Use public hearing in accordance with Section 205-156.2 of our Zoning Code for this application within 60 days of receipt of the application, unless the Applicant has agreed, in writing, to an extension of this time.

On May 2, 2018, a letter was received from the Applicant's attorney, waiving the time limits of the MPC, granting an time extension until June 26, 2018, attached

BUDGET IMPACT: None.

RECOMMENDATION:

It is recommended that a public hearing be advertised for the board meeting of June 25, 2018.

MOTION/RESOLUTION:

The resolution is attached.

MOTION _____ SECOND _____ VOTE: _____

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby set Monday, June 25, 2018, after 8:00 p.m. in the Township Building as the date, time and place for a Public Hearing to consider the Conditional Use application of Water Tower Square Associates for a freestanding satellite use, located at 751 Horsham Road at the Water Tower Square shopping center.

BE IT FURTHER RESOLVED that the Township Solicitor be authorized to advertise said public hearing date and time.

MOTION BY:

SECOND BY:

VOTE:

DATE:

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

Wisler Pearlstine, LLP

Offices in Blue Bell ♦ Newtown

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

Scott C. Denlinger, Esquire
sdenlinger@wispearl.com

May 2, 2018

VIA EMAIL

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

RE: Water Tower Square Associates - Conditional Use Application

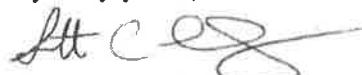
Dear Bruce:

As you know, on April 24, 2018, Water Tower Square Associates ("Applicant") submitted a Conditional Use Application ("Application") to Montgomery Township ("Township") seeking approval of a satellite pad site use on the property located at 751 Horsham Road in the Township. Pursuant to my conversations with you, on the behalf of the Applicant, we agree to extend the deadlines for consideration and action on the aforementioned Application by the Township Board of Supervisors, and correspondingly waive any time limits under the Township Zoning Ordinance or the Pennsylvania Municipalities Planning Code through and until June 26, 2018.

Kindly let me know if you require anything additional from me, and when this Application will be reviewed by the Planning Commission or any other Township board or authority prior to consideration by the Board of Supervisors. I would appreciate being advised so that someone from my office may be present on behalf of the Applicant to address any questions with regard to the Application.

If you should have any questions, comments or concerns, please feel free to contact me. Thank you very much and have a nice day.

Very truly yours,



SCOTT C. DENLINGER

cc: James J. Garrity, Esquire
Robert Freedman – via email
Brian Conlon – via email

{01617777 }

ATTORNEYS AT LAW

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

Application for Conditional Use

Township of Montgomery, Montgomery County, Pennsylvania

Notice Of Appeal

Appellant: Name: Water Tower Square Associates
Address: 630 Sentry Parkway, Suite 300
Blue Bell, PA 19422
Phone: 610-260-9600 Fax: _____
E-Mail Please contact counsel.

Owner: Name: Same as above.
Address: _____

Phone: _____ Fax: _____
E-Mail _____

Attorney: Name: James J. Garrity, Esq. & Scott C. Denlinger, Esq. - Wisler Pearlstine, LLP
Address: Blue Bell Executive Campus, 460 Norristown Road, Suite 110
Blue Bell, PA 19422
Phone: 610-825-8400 Fax: 610-828-4887
E-Mail JGarrity@wispearl.com; SDenlinger@wispearl.com

Notice of Appeal

Page 2

Interest of appellant, if not owner (agent, lessee, etc.):

Owner - N/A

1. Brief Description of Real Estate Affected:

Block and Unit Number Block 014, Unit No. 007

Location 751 Horsham Road (Water Tower Square Shopping Center)

Lot Size 31.28 acres

Present Use Retail Shopping Center with Movie Theater

Present Zoning Classification "C" Commercial District

Present Improvements Upon Land The property is improved as a shopping center use.

Deed Recorded at Norristown in Deed Book 5011 Page 544

2. Specific reference to section of the Zoning Ordinance upon which application is based.
Section 230-78.1 (Satellite Uses) of the Montgomery Township Zoning Ordinance, permitting
by conditional use detached buildings of less than 7,500 square feet on parcels zoned "C"
Commercial District, provided such satellite use meets certain criteria.

3.

Action desired by appellant or applicant (statement of proposed use)

Use of the pad site located on the property as a 7,302 square foot restaurant or retail use. Please
see the attached addendum for additional information.

4. Reasons appellant believes Board should approved desired action (refer to section(s) of Ordinance under which it is felt that desired action may be allowed, as well as regulations contained in Article XVII, Signs, Article XIX, Off Street Parking and Loading and Article XXI, Miscellaneous Provisions.

Please see the attached addendum.

Notice of Appeal

Page 3

5. Has previous application for conditional use been filed in connection with these premises?

 X Yes No

NOTE:

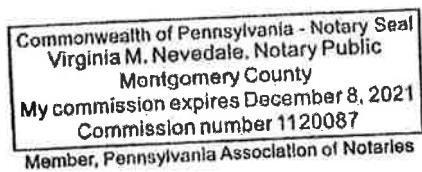
If more space is required, attach a separate sheet and make specific reference to the question being answered.

I, hereby depose and say that all of the above statements and the statements contained in any papers or plans submitted herewith, are true to the best of my knowledge and belief.

SWORN TO AND SUBSCRIBED BEFORE ME THIS

 24th DAY OF April 2018

Virginia M. Nevedale
Notary Public



James J. Garrity
Appellant's or Owner's Signature
James J. Garrity, Esquire
Scott C. Denlinger, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

751 Horsham Road, ±31.28 acres; Block 46014, Unit 007
Zoned “C” – Commercial District

ADDENDUM

In 2002, the Montgomery Township Board of Supervisors granted conditional use approval to Water Tower Square Associates (the “Applicant”) to permit a satellite retail use on the southern corner of the property located at 751 Horsham Road in Montgomery Township, more commonly known as “Water Tower Square” (the “Property”). The Applicant is the owner of the Property.

The Applicant desires to modify its proposed satellite use and, consistent therewith, respectfully submits this conditional use application to modify the previously granted conditional use approval, pursuant to Sections 230-78.1 and 230-156.2 of the Montgomery Township Zoning Ordinance (“Zoning Ordinance”). As the Board is aware, the Property is located in the “C” Commercial District and consists of approximately 31.28 acres of land which is improved with retail shopping center buildings, a movie theater, a municipal authority water tower, sidewalks, a paved parking area with internal circulation and related improvements. The Applicant is proposing to upgrade the Property with a 7,302 square foot satellite pad site for use as a retail or restaurant use, vegetated parking lot islands, concrete sidewalks, stormwater management facilities and related improvements (the “Proposed Use”). The Proposed Use is intended to be located at substantially the same location on the Property as the previously approved satellite retail use. The Applicant is requesting conditional use approval for the Proposed Use as a satellite use.

The Applicant believes that the proposed development of the Property with the satellite pad site complies with the express standards and criteria contained in the Zoning Ordinance applicable to the Proposed Use and to the development of properties in the “C” Commercial District. Specifically, the Proposed Use complies with the area, height, building area, lot width and depth and yard regulations set forth in Sections 230-75 to 230-78 of the Zoning Ordinance, subject to certain pre-existing nonconformities (which will not be intensified). The Proposed Use not only complies with the yard setback requirements, but it substantially exceeds them. Additionally, the Proposed Use will reduce the Property’s overall impervious material coverage, increase its green area coverage and allow the Applicant to add additional stormwater management facilities. Further, the building area of the Proposed Use is below the 7,500 square foot limit and will constitute only approximately 2.7% of the Property’s total building coverage area. To the extent that such requirements apply, and subject to any pre-existing variances, special exceptions and nonconformities, the Proposed Use will comply with the special requirements contained in Articles XIX (Off-Street Parking and Loading) and XXI (Miscellaneous Provisions) of the Zoning Ordinance, including the requirements related to the required off-street parking, corner vision obstructions, designated parking for restaurants and any other applicable provisions.

Additionally, the Proposed Use will not be contrary to the public health, safety and welfare. Specifically, the Proposed Use will not be detrimental to the appropriate use of adjacent properties and is suitable for the character of the area. The corner of the Property upon which the satellite pad site is proposed abuts a 7-Eleven convenience store and the other uses in the area surrounding the Property are largely commercial in nature. As the Property is currently improved with retail and movie theater uses, the Proposed Use is proposed to be located in an area already designed for the impact of the Proposed Use where it will not infringe on any

dissimilar uses. Furthermore, as required, the ingress, egress and regress of traffic from the satellite pad site will be completely internal to the Property, and there will be no direct access to the abutting public streets. Therefore, the Proposed Use will not cause undue congestion or danger to pedestrian or vehicular traffic, or endanger the safety of any persons or property as a result of such internal circulation. The Proposed Use will also not overcrowd the land, create an undue concentration of population, be contrary to the Township Comprehensive Plan, or impair the adequate supply of light and air to adjacent properties. Further, the Proposed Use will not adversely affect transportation or unduly burden water, sewer, school, park, or other public facilities, or be contrary to the preservation and conservation of natural resources. In light of the above, the Applicant believes that the Proposed Use will not adversely affect the public health, morals, safety, or general welfare, or be contrary to the spirit, intent, and purpose of the Zoning Ordinance.

Based on the foregoing, the Applicant believes that it has satisfied all applicable conditions and criteria of the Zoning Ordinance, and respectfully requests that the Board of Supervisors grant the requested Conditional Use pursuant to Sections 230-78.1 and 230-156.2.





ORIGINAL

**LANGAN**

1818 Market Street, Suite 3300
Philadelphia, PA 19103
215.845.9400

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization of Advertisement for a Public Hearing –Intermunicipal Liquor License Transfer #LL-18-04 – Miller's Ale House, Inc.

MEETING DATE: May 11, 2018 ITEM NUMBER: #13.

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe BOARD LIAISON: Candyce Fluehr Chimera
Director of Planning and Zoning Chairman

BACKGROUND:

Attached is a letter from Paul Namey, Flaherty & O'Hara requesting a liquor license transfer for Miller's Ale House, Inc. for 751 Horsham Road, Water Tower Square Shopping Center. This is an intermunicipal transfer of a liquor license. It is required that a public hearing be held on this application within 45 days or by June 13, 2018, unless the applicant agrees to an extension of the time limit. The Applicants Attorney has submitted an extension letter dated May 10, 2018, attached, granting a time extension to June 28, 2018 in order to render a decision on their application.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: NONE

PREVIOUS BOARD ACTION: NONE

ALTERNATIVES/OPTIONS:

The Board could set a date for a public hearing to discuss this application. Or the Board could choose not to set a hearing date.

BUDGET IMPACT: NONE

RECOMMENDATION:

This matter is on the agenda for your consideration to set a date for a public hearing. It is recommended that a hearing be set for Monday, June 25, 2018.

MOTION/RESOLUTION:

The resolution is attached.

ROLL CALL:

MOTION: _____ SECOND: _____ VOTE: _____

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby set Monday, June 25, 2018, after 8:00 p.m., in the Township Building, as the date, time and place for a Public Hearing for an Intermunicipal Liquor License Transfer for Miller's Ale House, Inc. to be located at 751 Horsham Road, Water Tower Square Shopping Center.

BE IT FURTHER RESOLVED that the Township Solicitor is authorized to advertise for this public hearing.

MOTION BY:

SECOND BY:

VOTE:

DATE:

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



Pittsburgh Office:
610 Smithfield Street 412-456-2001
Suite 300 FAX: 412-456-2019
Pittsburgh, PA 15222 www.flaherty-ohara.com

Paul A. Namey, Esq.
Direct Dial: 412-535-8203
E-mail: paul@flaherty-ohara.com

Toll Free: 1-866-4BEVLAW
File No. 34016.015

May 10, 2018

Via Email

Bruce S. Shoupe
Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936
bshoupe@montgomerytwp.com

Re: Acknowledgment and Consent of Miller's Ale House, Inc. to Montgomery Township's Election of An Extension of Time To Render Decision on its Intermunicipal Transfer Request.

Dear Mr. Shoupe:

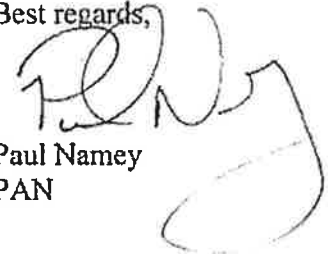
This office represents Miller's Ale House (MAH) in its proposed operation of a new restaurant with liquor license in Montgomery Township.

The purpose of this letter is to confirm the June 25, 2018 public hearing date for MAH's intermunicipal liquor license transfer request, which was received by the township on April 30, 2018, and has been scheduled to occur on the same day as MAH's conditional use hearing for this same location.

This letter also expressly acknowledges and consents to Montgomery Township's written election of an extension of time not to exceed 60 days to render a decision on its intermunicipal transfer request, in accordance with Section 461(b.3) of the Liquor Code, which time period includes this June 25, 2018 public hearing date.

Please let me know if you need anything else from me.

Best regards,


Paul Namey
PAN

(F1773673.1)



Paul A. Namey, Esq.
Direct Dial: 412-535-8203
E-mail: paul@flaherty-ohara.com

Pittsburgh Office:
610 Smithfield Street 412-456-2001
Suite 300 FAX: 412-456-2019
Pittsburgh, PA 15222 www.flaherty-ohara.com
Toll Free: 1-866-4BEVLAW
File No. 34016.015

RECEIVED

APR 30 2018

April 27, 2018

Via Federal Express

MONTGOMERY TOWNSHIP

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

**Re: Request by Miller's Ale House, Inc. for
Approval of Intermunicipal Transfer of Restaurant Liquor License**

Dear Mr. Gregan:

This office represents Miller's Ale House, Inc., which has plans to construct and operate a Miller's Ale House restaurant in Montgomery Township. Every Miller's Ale House is a fun, casual sports restaurant and bar with freshly-made food offered at an incredible value. The menu features signature hand-breaded boneless chicken Zingers tossed in your choice of 16 sauces, as well as steaks, original pasta dishes, salads, sandwiches, plus numerous other entrée, appetizer, and dessert offerings. The first Miller's Ale House opened in Jupiter, Florida in 1988, and has grown to 83 locations in 12 states, including multiple locations currently operating in Pennsylvania.

In order to open and operate a Miller's Ale House restaurant in Montgomery Township, Miller's Ale House, Inc. must secure a restaurant liquor license. No Montgomery Township license was available to purchase. As a result, the company has entered into an agreement to purchase a license from outside of the township and plans to move the license into the township, pursuant to the intermunicipal transfer provisions of the Liquor Code (47 P.S. 461(b.3)). The license under agreement is currently located in Hatboro Borough, Montgomery County (R-15155).

Miller's Ale House, Inc. formally requests that, pursuant to 47 P.S. 461(b.3), Montgomery Township schedule a hearing on the issuance of a resolution approving its transfer of a restaurant liquor license from outside the municipality to within the municipality.

Pursuant to 47 P.S. 461(b.3), Montgomery Township must hold a hearing for the purpose of allowing Miller's Ale House, Inc. to present its proposed operations, and to permit residents of the municipality to voice their opinions on said transfer. Under 47

April 27, 2018

Page 2

P.S. 461(b.3), after the hearing, the municipality must approve or deny the requested transfer, by way of a resolution or ordinance, within 45 days of this request.

For your convenience and reference, I have enclosed a form resolution which numerous other municipalities have used in responding to requests for intermunicipal transfers. The Pennsylvania Liquor Control Board requires that a resolution approving an intermunicipal transfer must include the following: (1) the name of the applicant (here, "Miller's Ale House, Inc."); (2) the address to which the license is being transferred (here, "Route 309 & Horsham Rd., Montgomery Township, North Wales, Montgomery County, Pennsylvania 19454"); (3) the liquor license number (here, R-15155); (4) a statement that a properly advertised public hearing was held on the requested resolution; and (5) the name of the current licensee and address (here, "18-20 E Moreland Avenue Tavern LLC, 18-20 E Moreland Ave., Hatboro Borough, Montgomery County, Pennsylvania 19040-3217").

The Liquor Code (47 P.S. Section 102) requires that notice of the public hearing must be published once each week for two successive weeks in a newspaper of general circulation in the municipality. Pursuant to the statute, the notices must state the time and place of the hearing and the matter to be considered at the hearing. Section 102 also provides that the first publication shall not be more than 30 days before the date of the hearing and the second publication shall not be less than 7 days before the date of the hearing.

At the time of the hearing, we will present information on the operations of this Miller's Ale House and answer any questions that the Township Board of Supervisors, solicitor or residents might have.

Please email or call me as soon as possible when a hearing date is scheduled in order that I can be sure my client and I are available to travel to and attend the hearing. In the event that you have any questions or need additional information, please let me know.

Best regards,



Paul Namey
PAN

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval for PECO Pole Attachment Agreement

MEETING DATE: May 14, 2018

ITEM NUMBER: # 14.

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Stacy Crandell
Assistant to the Township Manager

BOARD LIAISON: Candyce Fluehr Chimera
Chairman, Board of Supervisors

BACKGROUND:

For voice and data communication, Montgomery Township currently employs various connection methods ranging from utilizing Internet Service Providers (ISPs) with multiyear agreements to in-house built and maintained wireless links. As the Township's IT Department is continually looking to improve its network infrastructure for speed and cost, an option currently under research is fiber optic cabling. Using currently in place electrical distribution poles, fiber optic circuits could connect Township buildings and locations.

In order to utilize the pole infrastructure, the Township needs to enter into an agreement with PECO Energy Company. Attached is the PECO Pole Attachment Master Agreement, which has been reviewed by the Township Solicitor. Once this agreement is executed, the Township can then obtain quotes from contactors and submit Application for Attachment to PECO in order to receive a permit to proceed with future fiber projects.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

There is no fee to enter into the master agreement with PECO, but there are fees for each permit application depending on how many poles the Township would be attaching to which can range from \$50-\$500. The Township will also have to pay a contractor to run the fiber.

RECOMMENDATION:

Township Staff recommends approving the PECO Pole Attachment Master Agreement.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we approve the PECO Pole Attachment Master Agreement.

MOTION: _____ SECOND: _____

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

POLE ATTACHMENT AGREEMENT

DISTRIBUTION INFRASTRUCTURE

Between

PECO Energy Company

and

Montgomery Township

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POLE ATTACHMENT AGREEMENT

THIS POLE ATTACHMENT AGREEMENT (this "Agreement") is made as of this 14 day of ____ May ____, 2018, by and between PECO Energy Company, a Pennsylvania corporation ("PECO") and Montgomery Township ("Licensee", which term shall include its wholly-owned subsidiaries).

In consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

1.0 PURPOSE AND CONSTRUCTION OF AGREEMENT.

1.1 Licensee desires to locate certain of its network facilities on electrical distribution poles that are owned by PECO.

1.2 PECO owns valuable pole plant that it acquired, constructed and maintains at considerable cost and expense. The parties agree that it would serve their mutual economic and other interests of Licensee, under the conditions set forth herein and to the extent it may lawfully do so, to attach its antennae, support mounts and structures, fiber optic cable, cable equipment, microcell and all approved accessories (collectively, the "Equipment") to PECO's poles. PECO will permit the placement of Licensee's Equipment to certain of such electrical distribution poles, provided (a) PECO receives appropriate compensation as set forth in this Agreement, (b) PECO is protected from all liability that may result from Licensee's use of such Equipment or PECO Poles (except as otherwise provided herein), and (c) such Equipment does not materially interfere with PECO's own service and operating requirements, including considerations of safety, reliability, and engineering. The permission to use PECO Poles being granted by PECO to Licensee hereunder shall be subject and subordinate in all respects to PECO's service and operating requirements.

1.3 This Agreement is not intended, and shall not be construed, to authorize any action by Licensee that would adversely affect the quality or reliability of the service provided by PECO. Nor shall it be construed so as to preclude PECO from taking any action that it considers reasonably necessary or appropriate to maintain the reliability or quality of such service or to ensure the safety of its employees, its customers, or the public.

1.4 Through this Agreement, PECO intends to give Licensee and Licensee intends to receive a license to use particular PECO Poles for Licensee's Equipment only in the manner and solely for the purposes set forth herein. No leasehold or easement rights and no interest in real estate or other interest in property is granted or intended to be granted by this Agreement. No use, however extended, of PECO Poles under this Agreement shall create or vest in Licensee any ownership or property rights in

PECO Poles.

1.5 Licensee acknowledges that this Agreement was negotiated between PECO and Licensee, that Licensee has had an adequate opportunity to review the Agreement, that it has made an independent assessment of the business risks and benefits of entering into this Agreement, and that based on this evaluation, Licensee desires to enter into this Agreement.

1.6 The laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles, shall govern the construction of this Agreement.

2.0 DEFINITIONS.

2.1 "Pole Attachment Application" ("Application") means the application in the form attached hereto as Exhibit "A" submitted by Licensee to obtain permission from PECO for the placement, Modification or removal of any of Licensee's Equipment on or from PECO Poles.

2.2 "Approved contractor" means any person designated by Licensee as a qualified contractor to perform work or render services under this Agreement on PECO Poles approved in writing by PECO.

2.3 "Attachment" or "Attachments" means one or more items of Licensee's Equipment that is used by Licensee in providing wireline, wireless telecommunications, broadband or cable television service and that is placed on PECO Poles pursuant to this Agreement.

2.4 "Wire" means a single aerial cable or wire or fiber optic strand used by Licensee to provide Licensee Service and any hardware or equipment mounted thereon, including without limitation cable amplifiers and splice boxes, that are owned by Licensee and attached to PECO Poles pursuant to this Agreement. Wire is "placed on" or "attached to" a PECO Pole if any portion of it is physically located on the PECO Pole. Licensee shall provide a detailed description of Licensee's Cable in its Application.

2.5 "PECO Pole" or "Pole" means an electrical distribution pole, the highest energized voltage of which is 69 kilo-volts owned by PECO.

2.6 "Cost" or "Costs" means PECO's fully-allocated costs, including without limitation all direct and indirect costs for labor, time, services, material, contractors and related engineering and administrative expense, as determined by PECO in accordance with its standard and applicable engineering, construction, accounting and billing practices and procedures.

2.7 "Effective Date" means the date of this Agreement.

2.8 "Equipment" means Licensee's antennae, support mounts and structures, fiber optic cable, cable equipment, microcell or other wireless equipment and all approved accessories that are used by Licensee in providing wireline or wireless telecommunications or broadband service. Licensee shall provide a detailed description in its Application of such Equipment and the number of proposed Attachments to PECO Poles. An Attachment is "placed on" or is "attached to" a PECO Pole if it is physically located on the pole.

2.9 "Environmental Laws" means all federal, state and local statutes, and all regulations or ordinances of any federal, state, county or local regulatory agency, relating to the protection of health, safety or the environment including, without limitation, the Clean Air Act, the Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substance Control Act, all statutes, rules and regulations applicable to wetlands and all similar state and local laws now or hereinafter enacted or amended.

2.10 "Facility" means an item of Equipment that is attached to PECO Poles. The term "Facility" shall include any Modification approved by PECO in accordance with this Agreement.

2.11 "Hazardous Materials" means any waste, pollutant, toxic substance or hazardous substance, contaminant or material regulated by any Environmental Laws including, without limitation, petroleum or petroleum-based substances or wastes, asbestos and polychlorinated biphenyls.

2.12 "Licensee Service" means the wireline, wireless telecommunications, broadband or cable television services provided or intended to be provided by Licensee to its customers using its Equipment.

2.13 "Make Ready" is the replacements, changes and rearrangements, if any, to the facilities, equipment or plant of PECO and the facilities of other users and all related engineering and administrative work necessary to accommodate the attachment of Licensee's Equipment, or its proposed Modifications.

2.14 "Marked-Up Application" means the Application as reviewed and completed by PECO to identify any Make Ready or installation work, the estimated Cost thereof and any special conditions governing placement, Modification or removal of any Equipment on or from PECO Poles. Each Marked-Up Application shall constitute a billing for the estimated cost of any Make Ready or installation work described therein. The actual cost of such Make Ready or installation work, if different from the estimate, may be "trued up" as set forth in Article 7.1, infra.

2.15 "Wireless" means the antenna, coax, support mounts and structures used

by Licensee to provide wireless Licensee Service and any hardware or equipment mounted thereon, that are owned by Licensee and attached to PECO poles pursuant to this Agreement.

2.16 "Modification," "Modifications" or "Modify" means any change or alteration affecting the Equipment, including without limitation any change in the number, type, ownership or use of the Equipment, which causes the information provided by Licensee in the prior Application(s) to be incorrect or incomplete in any respect.

2.17 "Permit" means the document issued by PECO on the form attached as Exhibit B when an Application is granted, providing permission to Licensee for the placement, Modification or removal on or from PECO Poles of the specific Equipment identified in the Marked-Up Application.

2.18 "Standards and Specifications" means all standards, practices, procedures, rules, regulations and other requirements adopted by PECO and applicable to the construction, installation, modification, repair, maintenance, use, operation, relocation or removal of any Equipment, as such requirements may be revised, modified, restated, supplemented or updated by PECO from time to time.

3.0 TERM OF AGREEMENT.

3.1 This Agreement shall commence on its Effective Date and shall remain in effect for an initial period of five (5) years following the Effective Date (the "Initial Term"), unless terminated sooner in accordance with this Agreement. The Agreement will automatically renew on the same terms and conditions set forth herein for four (4) successive one (1) year renewal periods (each such one-year period referred to as a "Renewal Term"), except that the Annual Fees for each Attachment may be adjusted annually in accordance with Section 11.1.2 below. The Agreement will be subject to termination by either party upon the giving by the party of written notice to the other party sixty (60) days prior to the end of the Initial Term, or thereafter sixty (60) days prior to the termination of the anniversary date of the then current Renewal Term, unless the Agreement is otherwise terminated in accordance with this Agreement.

4.0 AUTHORITY FOR ATTACHMENTS AND MODIFICATIONS.

4.1 (a) No Equipment shall be attached to any PECO Poles or Modified until (a) an Application has been submitted by Licensee, reviewed, marked-up and approved by PECO, and accepted in marked-up form by Licensee, and a Permit has been issued by PECO, all in accordance with Articles 5.0, 6.0, 7.0 and 8.0 of this Agreement, and (b) Licensee has obtained all necessary permits, licenses, consents, certifications and approvals from all governmental authorities and third parties in connection therewith.

(b) Licensee shall provide PECO with prior written notice of its intent to overlash. Such notice shall include a load study analysis ("Analysis"). If the Analysis is clear, then Licensee shall have the right to perform the overlash immediately upon providing the notice and Analysis to PECO. If the Analysis shows that Make Ready would be required, then Licensee shall, concurrent with the submission of the notice, submit an Application for Modification of Licensee's Equipment in accordance with Section 5 below.

4.2 PECO may accept or reject an Application for a specific Pole or Poles in its reasonable discretion and may condition any such approval upon a specific size, location and manner of installation of the Equipment in its reasonable discretion in accordance with applicable law. Only as an example and not in any way as a limitation, PECO may withhold its consent to a particular PECO Pole or to a particular size, location or manner of installation if PECO determines that (i) Licensee's use of a proposed PECO Pole is unsuitable or incompatible with PECO's use or proposed use of the PECO Pole or other property of PECO, (ii) a site or PECO Pole has insufficient capacity, or for reasons based upon applicable industry, operational, safety, reliability or engineering standards, (iii) the Equipment jeopardizes the structural integrity or climbability of the PECO Pole, or (iv) the Site Permit violates any covenants and restrictions applicable to the PECO Pole, other PECO facilities, or the property on which it is located. Licensee is subject to PECO's right to use such PECO Pole for its corporate purposes, as is more fully set forth below.

4.3 Licensee agrees to comply with any and all applicable laws, statutes, ordinances, rules and regulations related to the installation, use and operation of its Equipment. Additionally, Licensee shall obtain and maintain, at its sole cost and expense, any and all easements, licenses, consents, franchises, certifications, permits or other authorizations required from any property owner or governmental entity in connection with the installation, use and operation of Licensee's Equipment on any PECO Poles. Licensee shall be responsible for the cost of all such permits or approvals, whether such charges are imposed against Licensee or PECO. PECO may, at its sole discretion, request evidence that all such easements, licenses, consents, franchises, certifications, permits, approvals and authorizations have been obtained and are in full force and effect, and Licensee agrees to promptly provide the requested information.

4.4 Licensee shall not place any Equipment on PECO Poles until all necessary Make Ready work has been performed by PECO or its contractor, or Licensee's contractor approved in accordance with Section 5.10 hereof.

4.5 Licensee shall install, maintain and remove all Equipment in accordance with PECO's Standards and Specifications. Licensee shall be responsible for familiarizing itself with the Standards and Specifications. PECO will provide Licensee with a current copy of its Standards and Specifications at the time of execution of this

Agreement. Subsequently, upon PECO's receipt from Licensee of a Pole Attachment Application for the placement, Modification or removal of any of Licensee's Equipment on or from PECO Poles, PECO will provide Licensee with a copy of its then-current Standards and Specifications.

4.6 The permission given by PECO to Licensee to use the PECO Poles under this Agreement shall in no way limit PECO's use of PECO Poles for its own business operations, or the rights or privileges previously given by PECO to any third parties, not party to this Agreement, to use any PECO Poles, whether or not such PECO Poles are at any time occupied by Licensee's Equipment.

4.7 In the event of any emergency or condition during installation that threatens persons or property, PECO may, in its sole discretion, order Licensee to stop work as appropriate. PECO will give such order and notice in such manner as is practicable under the circumstances.

5.0 APPLICATION FOR ATTACHMENTS AND MODIFICATIONS.

5.1 Licensee shall submit an Application to PECO for the attachment of any and all proposed Equipment to PECO Poles or for the Modification of any and all such Equipment and shall specify therein the kind of Attachment sought and the date proposed for such Attachment, a detailed description of the Equipment, the number of Attachments that are included as part of the Equipment, the proposed Modification, if any, to the Equipment and the location of the affected PECO Poles. Each Application for a Wireless Attachment shall indicate the Global Positioning Satellite coordinates for the pole to which Licensee wishes to attach. Each Application shall be accompanied by Licensee's payment of the required Application Fee.

Each Application for a Wireless Attachment shall detail the technical specifications of Licensee's proposed Equipment, including but not limited to Licensee's engineering plans stamped by a professional engineer, an independent analysis of the structural integrity of PECO's Poles in light of the Licensee's proposed attachments thereon, and Licensee's proposed frequency.

5.2 Licensee shall evaluate the possibility of radio or frequency interference (for purposes hereof, "interference") between its Equipment and other existing uses on PECO's property. As part of its Application, Licensee shall, at Licensee's sole cost and expense, perform an intermodulation analysis, including all frequencies at the Site, and submit a copy to PECO as evidence of non-interference. Licensee may, from time to time, re-utilize previously prepared intermodulation studies if such re-utilization is reasonable under the circumstances and such studies analyze the same frequencies as those involved at the subject Site. Licensee's execution of a Permit shall signify its determination that the existing uses will not cause interference to its Equipment, provided such existing uses and Licensee's Equipment are properly and lawfully installed and operated. If Licensee's Equipment interferes with any lawful use existing

prior to the execution of the Permit, or if Licensee's Equipment causes measurable interference, as defined by the FCC, to PECO, or to other lawful users of PECO's property or distribution system with respect to those uses existing prior to the execution of the Permit, Licensee agrees to take all steps necessary to immediately correct and eliminate the interference. Notwithstanding any other provisions in this Agreement, if Licensee fails to correct and eliminate such interference within twenty-four (24) hours of notice thereof, PECO shall have the option (but not the obligation) to require Licensee to cease all operations until such interference is corrected or eliminated and shall have the right (but not the obligation) to engage outside consultants, at Licensee's expense, to resolve interference issues. Following the installation of Licensee's Equipment, Licensee shall, at its own expense, if requested to do so by PECO, prepare and conduct an evaluation of the potential for interference, whether upon PECO's own behalf or as a result of concerns expressed to PECO by a third party.

5.3 Licensee agrees that the uninterrupted operation of PECO's Facilities and the provision of electricity to its customers are of paramount importance hereunder and, therefore, any mitigating interference that may be caused to Licensee's Equipment by PECO's Facilities, existing or future, shall be solely Licensee's responsibility and accomplished solely at the expense of Licensee. Licensee shall eliminate such interference by adjustment to its Equipment or by termination of the applicable Permit. Under no circumstances shall PECO be required to interrupt, suspend or alter its uses of the PECO's Facilities in order to accommodate the Licensee or its rights granted hereunder, unless such interruption, suspension or alteration will not materially affect PECO's operations.

5.4 Unless otherwise agreed by PECO and Licensee, each Application submitted by Licensee to PECO for the attachment of proposed Equipment to PECO Poles or the Modification of such Equipment shall not exceed, in total, attachments to more than 50 PECO Poles.

5.5 Licensee shall have the right to accompany PECO, or a PECO designated contractor, on all pre-construction Pole walks scheduled by PECO to determine the nature and extent of required Make Ready work related to the proposed attachment of Licensee's Equipment to PECO Poles as set forth in the Application. PECO shall provide Licensee with sufficient notice of any such pre-construction inspection. With respect to Modifications, Licensee shall also have the right to accompany PECO on any field verifications scheduled by PECO to determine the feasibility of the proposed Modification set forth in the Application and whether any Make Ready work related to the proposed Modification is required. PECO shall provide Licensee with sufficient notice of any such field verifications. Licensee shall pay all reasonable Costs incurred by PECO in conducting such pre-construction Pole walks or conducting such field verifications.

5.6 Upon receipt of Licensee's Application, PECO will perform a survey, pole loading analysis for Wire Attachments and engage in all engineering and

administrative activities necessary to determine whether the requested attachments can be made or grounds exist for denying an application ("Technical Review"). Licensee shall reimburse PECO for any and all actual and reasonable costs, fees, expenses or other liabilities incurred by PECO in preparation and completion of the Technical Review undertaken by PECO in processing an Application (collectively, "Permit Processing Expenses"). Licensee shall pay PECO, in advance, the estimated Permit Processing Expenses. If the actual Permit Processing Expenses incurred are greater than the estimated amounts paid by Licensee to cover those costs, Licensee shall be liable to PECO for the excess cost. If the Permit Processing Expenses actually incurred are less than the estimated amounts paid by Licensee, PECO shall reimburse or credit Licensee in the amount of the overpayment.

5.7 Unless the Application is denied, PECO will indicate on the Marked-Up Application the Make Ready work necessary to accommodate the proposed attachment of Licensee's Equipment or the proposed Modifications and the estimated Cost of such Make Ready work. PECO will also specify on the Marked-Up Application any special conditions that will govern the proposed Modifications or the placement of Licensee's Equipment on PECO Poles.

5.8 If, after receiving the Marked-Up Application, Licensee still desires to have its Equipment placed on PECO Poles or to implement the proposed Modifications under the terms and conditions indicated on the Marked-Up Application, Licensee shall accept such terms and conditions by signing the Marked-Up Application and returning the same to PECO within ten (10) business days after delivery by PECO, together with payment in full of the estimated Make Ready Cost shown on the Marked-Up Application and applicable fees as set forth in Article 11.0.

5.9 PECO will cause Make Ready work on PECO's facilities, if any, identified in the Marked-Up Application to be scheduled and performed in accordance with this Article and Article 7. PECO will provide Licensee with a preliminary schedule for the work under each Application (which may not request or identify attachments to more than 50 Poles) as soon as reasonably practicable. As to each Application, once a preliminary schedule has been provided to Licensee, PECO will use commercially reasonable efforts to provide Licensee with such updated schedules as may from time to time exist. PECO will notify Licensee upon completion of such Make Ready work and issue a Permit authorizing the attachment, Modification or removal of Licensee's Equipment pursuant to the Marked-Up Application and subject to the terms and conditions set forth therein.

5.10 Notwithstanding the foregoing, at Licensee's option, a qualified electrical contractor approved by PECO may perform the Make-Ready work at Licensee's sole cost and expense.

6.0 ATTACHMENT OF EQUIPMENT TO PECO POLES.

6.1 After completion of the Application process, provided the Attachments are not in or above the so-called "neutral" space above the communications space, Licensee shall, at Licensee's sole cost and expense, attach the Equipment to the designated PECO Poles or make any Modifications in accordance with (a) the terms and conditions of the Marked-Up Application, (b) PECO's then-current Standards and Specifications, (c) all applicable laws, statutes, ordinances, rules and regulations imposed by any governmental entity with jurisdiction over the construction, operation, use, maintenance, repair, replacement or removal of the Equipment, PECO Poles or other facilities thereon, as amended from time to time, and (d) subject to PECO's right to permit attachments under applicable easements or licenses. Licensee will follow the procedures for a new PECO energy delivery customer necessary to activate the Equipment for use in their designated purpose. Licensee shall have the right to accompany PECO on any post-construction inspections scheduled by PECO to determine Licensee's compliance with the terms and conditions of this Agreement and the Marked-Up Application. PECO shall provide Licensee with sufficient notice prior to any such post-construction inspection. Licensee shall pay when billed for all reasonable Costs incurred by PECO in conducting any such post-construction inspections. No devices for the purpose of metering energy consumption may be attached to PECO Poles. It shall be the sole responsibility of Licensee to obtain necessary easements or rights-of-way or other permits or approvals to enable Licensee to install, operate and maintain Licensee's equipment.

If the Attachments are in or above the neutral space, Licensee shall cause a qualified electrical contractor approved by PECO to perform the installation of any and all Equipment, at Licensee's sole cost and expense, in accordance with the terms of Section 6.1 hereof.

6.2 All Equipment shall be clearly labeled at each pole location with Licensee's name and a telephone number where a representative of Licensee can be reached, twenty-four (24) hours a day, seven (7) days a week, to receive reports of problems with the Equipment. Licensee shall investigate all such reports in a timely manner and perform all necessary repair and maintenance to remedy such problems.

6.3 PECO shall cause bonding of Licensee's Facilities to be made to PECO's multi-grounded neutral system in accordance with PECO's specifications. PECO will schedule such work in a manner that permits the work to be completed without conflict or interference with PECO's prior work commitments and regular business operations. Licensee shall pay PECO in advance for the Cost of the required bonding as determined and performed by PECO.

6.4 Placement or attachment of any of Licensee's Equipment at a new or different position on any PECO Pole shall, in each instance where such placement or attachment has not been specifically approved by a prior Permit, constitute a Modification requiring the submission of a new Application and Permit. This requirement does not apply in circumstances where Licensee places or attaches any of Licensee's Equipment at a new or different position on any PECO Pole at the request of a third party Licensee as part of that third party Licensee's make-ready work necessary to attach its Equipment to the PECO Pole.

7.0 COST AND SCHEDULING OF MAKE READY.

7.1 Licensee agrees to pay PECO, in advance, when billed for the estimated Cost of engineering work to be performed by PECO, including field survey, pole loading analysis, additional inspection of the proposed route of the Licensee's Facilities and design work necessary to accommodate Licensee's Facilities (the "Engineering Work"). Upon completion of the Engineering Work, if actual costs exceed or are below the estimated cost, the Cost of such Make Ready work may be "trued up."

7.2 Licensee agrees to pay in advance the estimated Cost of all Make Ready, as such Cost is identified in the Marked-Up Application. Upon receipt of such payment and the Marked-Up Application as accepted by Licensee, PECO will cause the Make Ready work to be performed in accordance with a schedule that avoids conflict or interference with PECO's prior work commitments and regular business operations. The Make Ready work will be performed as soon as is reasonably practicable consistent with the preliminary schedule and any updated schedule(s) provided to Licensee in accordance with Article 5.8, above. Upon completion of the Make Ready Work identified in the Marked-Up Application, if actual costs exceed the estimated cost, the Cost of such Make Ready work may be "trued up."

7.3 Licensee may request in writing that all or part of the Make Ready work be performed on a schedule different than that which otherwise would be implemented by PECO pursuant to Articles 5.8 and 7.1. If Licensee makes such a request in writing, PECO will meet with Licensee to determine if the requested schedule is feasible and will not interfere with PECO's business operations and with its obligations to its own customers and to other Licensees. If PECO decides that it is feasible to undertake a different schedule for Make Ready work for Licensee than

would otherwise result under Articles 5.8 and 7.1, based on Licensee's written request and PECO's meeting with Licensee, PECO and Licensee will negotiate a final schedule acceptable to both, which schedule will be confirmed in writing. Licensee agrees to pay PECO all costs incurred in meeting the revised schedule for Make-Ready, including, but not limited to, those costs associated with overtime and with penalties which may be owed to the bargaining unit for work performed by contractors.

8.0 MAINTENANCE AND REPAIR.

8.1 PECO will maintain the PECO Poles and repair or replace PECO Poles as necessary to fulfill its own service requirements and as required by law. PECO is not required to maintain any PECO Poles for a period longer than is necessitated by its own service requirements. In the event that PECO determines that it will no longer maintain a PECO Pole upon which any Equipment is attached, PECO will send Licensee sixty (60) days written notice that it will no longer maintain the PECO Pole. In such event, PECO may, in its sole discretion, offer Licensee alternative space on another PECO Pole for the Equipment, provided that such alternative space and PECO Pole is available.

8.2 Licensee shall, at its sole cost and expense, maintain its Equipment in good and safe condition and repair in accord with PECO's Standards and Specifications and in compliance with all applicable law, statutes, ordinances, rules and regulations, as referenced in Article 6.1 herein, including FCC regulations governing the maximum permitted levels of radio frequency energy exposure ("MPE") Licensee agrees to maintain its Equipment in such a manner so as not to endanger or interfere with the use of PECO Poles by PECO or others granted a right to attach to said PECO Poles. Upon receipt of any notice from PECO or any court or governmental entity that any Equipment of Licensee is interfering with or endangering any persons, equipment, property or facilities of PECO or any other party including the general public by exceeding MPE or otherwise, Licensee agrees that it will, at its sole cost and expense, immediately take all necessary steps to remedy such danger or interference. In the event Licensee fails to remedy such danger or interference within twenty-four (24) hours after notice thereof from PECO or any court or governmental entity, PECO will take all actions it deems necessary or appropriate to remedy such matter, including without limitation the removal from PECO Poles of any Equipment causing such danger or interference. PECO shall have no liability of any kind or nature whatsoever for any actions taken by PECO to remedy such danger or interference and, unless such liability is caused by PECO's gross negligence or willful misconduct, Licensee shall pay PECO upon demand for all Costs of such activities. Licensee shall pay the cost of testing Licensee's Wireless equipment for compliance with MPE by independent experts approved by PECO, as PECO may direct from time to time.

Notwithstanding the foregoing, a qualified electrical contractor approved by PECO, and

not Licensee, will, at Licensee's sole cost and expense, perform all maintenance, repair and removal work on any of Licensee's Equipment located within or above the neutral space on PECO Poles.

8.3 Nothing contained in this Agreement shall be construed as a limitation, restriction or prohibition on PECO with respect to any agreement or arrangement PECO has heretofore entered into or may enter into in the future with respect to any PECO Poles. In no event will PECO be liable for any noise, induced voltages, currents or other interference affecting any of Licensee's Equipment. Except for the Make-Ready work expressly described in the Marked-Up Application, Licensee hereby acknowledges and agrees that PECO has not agreed to undertake any alterations or improvements to make the PECO Poles suitable for Licensee's intended use and that Licensee hereby accepts use of the PECO Poles in their AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS.

9.0 REMOVAL, REPLACEMENT OR RELOCATION.

9.1 In the event Licensee wishes to remove any of its Equipment from any PECO Poles, Licensee shall so notify PECO in writing substantially in the form attached hereto as Exhibit C describing the location, number and type of Facilities to be removed. PECO will review and complete the Marked-Up Application and identify thereon any special conditions governing Licensee's removal of the subject Equipment. Upon Licensee's acceptance and return of the Marked-Up Application, PECO will issue a Permit authorizing such removal. No refund of any fees or charges previously paid to PECO shall be made as a result of such removal. Licensee shall notify PECO in writing within ten (10) days after the completion of such removal work, and no adjustment in future fees due and payable by Licensee hereunder pursuant to Article 11 shall be made until PECO has received such notice of completion from Licensee and has had an opportunity to field verify the number of PECO Poles from which Licensee's Equipment have been removed.

If the Attachments to be removed are in or above the neutral space, Licensee shall cause at Licensee's expense a qualified electrical contractor approved by PECO to undertake the removal of any and all of Licensee's Equipment.

9.2 In the event that notice is provided by a governmental body that Licensee's use of any PECO Pole hereunder is in violation of any municipal, state or federal law, statute, ordinance, rule or regulation, over which said governmental entity has jurisdiction, or is not authorized by permit, license or other approval required from any governmental body, or in the event notice is provided by a property owner of such violation or unauthorized use, PECO may elect, in its sole discretion by written notice to Licensee, to revoke any Permit given under this Agreement authorizing Licensee's use of said PECO Pole, such revocation to be effective upon the sixtieth (60th) day following the date of such notice. In the event PECO elects to revoke such Permit, Licensee shall remove the subject Equipment, at Licensee's sole

cost and expense, within sixty (60) days from the date of PECO's revocation notice. If, however, the governmental entity or property owner providing notice of such violation or unauthorized use requires removal within less than the sixty (60) day time frame, then Licensee shall perform such removal within the time frame set or required by said entity. In the event Licensee fails to perform any such removal, PECO may, in its sole discretion, and at the sole cost and expense of Licensee, perform such removal without incurring any liability of any kind or nature whatsoever to Licensee, its customers, affiliates, parents, owners or subsidiaries. However, upon written request from the Licensee, PECO shall permit the Licensee to continue to maintain its Equipment on such Pole or Poles until the Licensee exhausts its legal remedies with respect to the governmental determination, or the claim of the property owner or joint owner of the Pole, provided the Licensee: (i) promptly and diligently prosecutes such legal remedies or defends against the actions of the governmental or private agency, or the property owner seeks such stays, injunctions and protective orders as may be warranted; (ii) provides adequate protection, in the judgment of PECO, to protect PECO, other owners and other Licensees from loss due to the determination; and (iii) promptly removes its Equipment in the event the Licensee's action or defense is dismissed, decided or compromised unfavorably to Licensee, the stay or injunction is denied, or the protection of the stay or injunction becomes inadequate.

9.3 In the event of any emergency that threatens persons or property, PECO may, in its sole discretion, without prior notice, remove any of Licensee's Equipment. Such removal shall be at Licensee's sole cost and expense. PECO will give notice subsequent to PECO's removal of Equipment as soon as practicable under the circumstances

9.4 In non-emergency situations, if PECO determines that its electric service or operating requirements, considerations of safety, reliability, and engineering, or the need to make ready for another third party attachment, requires the removal, relocation, or replacement of any of Licensee's Equipment, Licensee shall, at its sole cost and expense (except with regard to make ready for another third party attachment, which shall be at the cost and expense of the third party), effect such removal, relocation, or replacement within sixty (60) days after receipt of such written notice from PECO. If Licensee fails to perform such removal, relocation, or replacement within sixty (60) days after receipt of such written notice from PECO, Licensee shall pay for any expenses PECO incurs as a result of a return trip made necessary by Licensee's failure to perform the required removal, relocation, or replacement within the sixty (60) day period. Also, if Licensee fails to perform such removal, relocation or replacement within said sixty (60) day period, PECO may, in its discretion, and at the sole cost and expense of Licensee, perform such removal, relocation or replacement without incurring any liability of any kind or nature whatsoever to Licensee, its customers, affiliates, parents, owners or subsidiaries. Licensee may request that it transfer any of its Equipment to any available substitute already installed PECO Pole, at Licensee's sole cost and expense, which request

may be approved or denied by PECO in its reasonable discretion.

9.5 As provided in Article 14.4, Licensee shall completely remove its Equipment from PECO's Poles no more than ninety (90) days after the termination of the Agreement, unless the parties have executed a new agreement covering the PECO Poles hereto. As also provided in Article 14.4, if Licensee fails to remove its Equipment within the required time, PECO may remove Licensee's Equipment, at Licensee's expense, from PECO's Poles and without any liability to Licensee.

If the Equipment to be removed is in or above the neutral space, Licensee shall cause at Licensee's expense a qualified electrical contractor approved by PECO to perform any removal, relocation or replacement work on any of Licensee's Equipment.

10.0 PECO FACILITIES.

Licensee covenants and agrees (as a specific condition of this Agreement) that Licensee and Licensee's agents, contractors, employees, invitees, and customers will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of PECO's Facilities other than the PECO Pole, without the express written consent of PECO, which consent PECO may withhold in its sole and absolute discretion. Licensee covenants and agrees that PECO shall not be held responsible for, and PECO is hereby expressly relieved from all liability by reason of injury (including death) or damage of any nature whatsoever to Licensee, or to its agents, contractors, employees, invitees, customers and others who are on the PECO Poles under, through or by the authority of Licensee, or to property in, upon or about the PECO Poles, except if such liability results from the gross negligence or willful misconduct of PECO; and except as provided in the preceding sentence, Licensee further hereby releases and waives any right to ask for and demand damages of any nature or kind for any matter or thing, however caused. In the event of a casualty or loss which results in the damage or destruction of PECO's Facilities to which Licensee's Equipment is attached or located, PECO shall have no obligation hereunder to rebuild or restore the PECO's Facilities; provided that in the event the PECO elects not to rebuild or restore PECO's Facilities, the Permit in question shall immediately terminate.

PECO reserves the right to make periodic inspections of all of Licensee's Equipment located on PECO Poles, or a portion of that Equipment, as often as conditions warrant. If PECO determines that corrections or changes need to be made in order to meet the National Electrical Safety Code or PECO's service or operating requirements, including, but not limited to considerations of economy and safety, Licensee agrees that it will cause such corrections or changes to be made at its own expense, in a timely manner.

11.0 COMPENSATION

11.1 Licensee agrees to pay PECO all fees and charges set forth in this Article within thirty (30) days from the date of receipt of bills from PECO.

11.1.1 Licensee is a township and will not be charged an attachment fee, subject to PA Public Utility Commission approval.

11.2 Charges for Unauthorized or Noncompliant Equipment. The attachment or modification of any Equipment to PECO's Poles without the approval of PECO pursuant to the terms of this Agreement, or any Equipment out of compliance with an approved Application, shall be considered an unauthorized attachment of the Equipment. Licensee shall pay PECO for each unauthorized Attachment an amount equal to the annual fee that would have been charged for each item of such unauthorized Attachment under this Agreement for the year when the unauthorized Facility is discovered, multiplied by five, or if the unauthorized Attachment is discovered during a pole audit in which Licensee was invited to participate and did not, the annual fee multiplied by five plus \$100 per unauthorized Attachment. Such charge shall be paid by Licensee without prejudice to any of PECO's other rights under this Agreement, including PECO's right to remove such unauthorized Attachment under the circumstances described elsewhere in this Agreement. PECO shall have the right to commission an audit of Attachments to PECO Poles once every ten (10) years and charge Licensee its proportionate share of the cost of the audit.

11.3 Interest. Licensee agrees to pay interest at the rate of 1.5 percent (1.5%) per month or the highest rate allowed by applicable law, whichever is less (Default Rate"), on all monies to be paid under this Agreement from the date such monies are due up to the date paid.

11.4 Taxes. Licensee will be solely responsible for any real estate taxes or assessments levied on any of its equipment, and for any increase in any taxes or assessments levied on PECO as a result of the attachment of the Equipment to PECO Poles.

12.0 LIABILITY AND INDEMNIFICATION

12.1 Notwithstanding any permission granted by PECO pursuant to any Application, Marked-Up Application or Permit issued hereunder, PECO retains the right to maintain, replace, relocate and remove PECO Poles and to maintain, replace, relocate, remove and operate its facilities in such manner as it deems necessary or appropriate to fulfill its own service requirements. Accordingly, PECO shall not be liable to Licensee, any customer of Licensee, any affiliate of Licensee, or any other

person or entity, for any interruption of service or for any interference with the operation of the Equipment arising in any way out of PECO's use, operation, maintenance, repair, removal or relocation of its poles or equipment in connection with PECO's own business needs and requirements. Without limiting the generality of the foregoing, PECO will not be liable for any noise, induced voltages, currents or other interference in Licensee's Equipment.

12.2 Licensee agrees to defend and hold harmless PECO, its parent company, Exelon Corporation, and their respective affiliates, directors, officers, employees, shareholders, agents, contractors, subcontractors, successors and assigns (the "Indemnitees") from and against any and all claims, demands, actions, causes of action, liabilities, judgments, obligations, costs or expenses for any damage to property, or for injury to or death of any person or persons, or any other costs or expenses, including without limitation reasonable attorneys' fees and costs, related to, arising out of or connected with the placement, use, operation, repair, Modification or removal of any of Licensee's Equipment; provided, however, that Licensee shall have no obligation hereunder to indemnify any Indemnitees from their sole negligence or willful misconduct. The foregoing indemnification shall include, but not be limited to, claims made under any worker's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors, and subcontractors). Licensee shall immediately notify PECO of any such claims, demands, damages, injuries or deaths, and shall provide a written report, or other pertinent material or information, if requested. Licensee shall defend the Indemnitees with counsel reasonably acceptable to PECO.

12.3 Except to the extent of PECO's negligence or the negligence of a third party, Licensee agrees to indemnify PECO against any and all claims and demands for damages or losses resulting from any interruption of PECO's service, the service of Licensee, or the service of PECO's or Licensee's customers, if such interruption in service arises out of or is caused by the exercise by Licensee of the permission granted by PECO under this Agreement.

12.4 Licensee agrees to pay the costs incurred by PECO to upgrade or replace PECO Poles to which Licensee's Equipment is attached if the upgrade or replacement is required solely by the addition or Modification of Licensee's Equipment. Licensee shall pay its proportionate share of the costs incurred by PECO to modify, upgrade or replace PECO Poles if the modifications, upgrades or replacements directly benefit Licensee and other attachers to such PECO Poles and are made to meet PECO service needs, are made at the request of Licensee or an additional attaching party or are made as a result of governmental order or regulation.

12.5 At all times, Licensee shall conduct its operations and otherwise use or occupy PECO Poles hereunder in compliance with all applicable Environmental Laws and shall not cause any Hazardous Materials to be introduced to or handled on or about PECO Poles hereunder. Licensee hereby indemnifies and shall defend

and hold harmless PECO and all other Indemnitees from and against any suits, damages, injuries, costs and expenses of any kind including, without limitation, court costs, reasonable attorney and consultant fees, remediation costs, fines and penalties, whether asserted under Environmental Laws or at common law, arising out of or related to (a) any breach by Licensee of the environmental covenants set forth above; (b) any violation hereunder by Licensee, its employees, agents, or contractors of any Environmental Laws; or (c) the presence, release or threatened release of any Hazardous Materials at, on or about PECO Poles hereunder caused by Licensee, its agents, employees, contractors, or any entity in privity with or providing a benefit to Licensee; provided, however, that Licensee shall have no obligation to so indemnify any Indemnatee from such Indemnatee's own negligence or misconduct. The foregoing covenants and indemnification obligations shall survive any termination of this Agreement.

12.6 Neither party shall have any liability to the other under this Agreement or otherwise for special, punitive or consequential damages, including without limitation, damages for lost profits or business interruption.

12.7 Licensee's duties and obligations to indemnify PECO and the other Indemnitees under this Article 12 shall survive any termination of this Agreement.

13.0 INSURANCE AND BOND.

13.1 Licensee shall cause each contractor and subcontractor performing any work on behalf of Licensee pursuant to this License to purchase and maintain (or Licensee may, at its option, purchase and maintain, at its own cost, on behalf of each such contractor or subcontractor), prior to commencing any work on the Site or any of PECO's other property, the following insurance coverages:

13.2 Workers' Compensation Insurance Policy: Coverage A providing payment promptly when due of all compensation and other benefits required of the insured by the workers' compensation law; Coverage B Employers' Liability providing payment on behalf of the insured with limits not less than \$1,000,000 each accident/occurrence for all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom. Coverage A and Coverage B will cover all contractors, subcontractors, and their subcontractors.

13.3 Commercial General Liability Policy or Policies (with coverage consistent with ISO Form CG 0001 (12/04) covering all contractors, subcontractors (including but not limited to coverage for claims against PECO for injuries to employees of such contractors or subcontractors) and all their subcontractors with limits not less than \$5,000,000 for bodily injuries to or death of one or more persons and/or property damage sustained by one or more organizations as a result of any one occurrence, which policy or policies shall not exclude property of PECO. PECO Energy Company

shall be added as Additional Insured under endorsement GL 2010 or CG 2010 or such other customary endorsement(s) as may be available at commercially reasonable rates. Bodily injury means bodily injury, sickness, or disease sustained by any person which occurs during the policy period, including death, at any time resulting therefrom. Property damage means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

13.4 Automobile Liability in the amount of not less than \$2,000,000 per occurrence combined single limit covering all owned, leased, rented and non-owned vehicles. There shall be furnished to PECO, prior to commencing the work of installing, repairing, replacing or removing the Licensee's Equipment, a Certificate of Insurance evidencing the coverage specified in Subsections (13.2), (13.3) and (13.4) of this Section. Insurance coverage as required herein in Subsections (13.2), (13.3) and (13.4) shall be kept in force until all of Licensee's Equipment has been removed from PECO's Poles. Declarations in each of said policies shall identify the work as being done by and for others on property owned by PECO, and there shall be no exclusions in any of said policies not approved by PECO, in its commercially reasonable discretion. PECO hereby reserves the right to amend, correct and change, from time to time, in its commercially reasonable discretion, the limits, coverage and form of policy as may be required from Licensee's contractor or contractors before entering onto the PECO Pole or PECO's other property to perform any work thereon.

All insurance policies required by this Section shall be issued by good and reputable companies having a Best's Rating of A-VII-C or better, and shall provide thirty (30) days prior written notice of any substantial change in the coverage, cancellation or non-renewal. Any policies of insurance maintained by Licensee, its contractors or subcontractors, shall be primary without right of contribution or offset from any policy of insurance or program of self-insurance maintained by PECO. Licensee may, in lieu of obtaining insurance policies from third parties, furnish the insurance required of it hereunder through a commercially reasonable self-insurance program, subject to the approval of PECO (which approval shall not be unreasonably withheld, conditioned or delayed so long as the demonstrated claims paying ability and financial resources of such program equal or exceed those of insurance companies having Best's Ratings equal to that described above). Licensee and PECO agree and shall require each of their respective contractors and subcontractors to agree that they shall each arrange for the issuers of all policies of insurance to waive their rights of subrogation against PECO or Licensee (as the case may be) and their respective directors, officers, employees and agents. Prior to the date of this Agreement and within thirty (30) days prior to each anniversary of the date of this Agreement occurring during the term hereof, Licensee shall furnish PECO with certificates of insurance evidencing Licensee's compliance with the requirements of this Section.

13.5 Bond or Letter of Credit. At PECO's request, Licensee will maintain a surety bond or letter of credit to guarantee the payment of all the sums that may become due from Licensee to PECO under the terms of this Agreement. At the time this Agreement becomes effective, Licensee agrees to furnish bonds or letters of credit to PECO in the amount of \$20,000 for the initial 1 to 10 Wireless Attachments to be made to PECO Poles and \$25,000 for the initial 1 to 1000 Wire Attachments to be made to PECO Poles. Licensee shall increase said bonds or letters of credit by \$20,000 for each additional group (or partial group) of 10 Wireless Attachments in excess of the initial 10 Wireless Attachments to be made to PECO Poles and by \$25,000 for each additional group (or partial group) of 1000 Wire Attachments in excess of the initial 1000 Wire Attachments to be made to PECO Poles. The required bond or letter of credit amounts shall at all times be equal to or in excess of the amounts determined as aforesaid for the number of Attachments covered by Permits hereunder. The bonds or letters of credit shall be in a form and with a surety acceptable to PECO.

14.0 DEFAULT, TERMINATION AND OTHER REMEDIES.

14.1 Breach of Representations or Warranties. Either party may terminate this Agreement upon the discovery of a breach by the other party of one or more of the representations or warranties set forth in Article 16 of this Agreement.

14.2 Other Breaches. Licensee agrees that PECO may terminate this Agreement upon the discovery of one or more of the breaches of this Agreement identified in this Article 14.2 (14.2.1-14.2.5).

14.2.1 Failure to Notify of Assignment. Licensee shall be in breach of this Agreement if it fails properly to notify PECO in writing, and to obtain PECO's prior written consent of any assignment of this Agreement where Article 15.0 requires such notice and consent.

14.2.2 Bankruptcy or Insolvency. Licensee shall be in breach of this Agreement if it fails to make a payment or is at risk of failing to make a payment because it (a) makes any general assignment for the benefit of creditors; (b) initiates or is the subject of a request to initiate a bankruptcy or insolvency proceeding under any provision of law, including the United States Bankruptcy Code; (c) files or is the subject of a filing for the appointment of a receiver; or (d) is rendered or declared insolvent as defined by applicable law.

14.2.3 Failure Materially to Comply. Licensee shall be in breach of this Agreement if Licensee fails materially to comply with any of the provisions of this Agreement to be performed or observed by Licensee or uses the Equipment for

purposes other than those specified herein, and such breach continues without cure (a) for thirty (30) days after written notice from PECO for any monetary defaults; or (b) for the period of time specified in any default notice issued by PECO for any emergency posing an immediate safety risk to the public or to PECO workers, employees, or customers or other immediate risk of loss, injury or damage; or (c) for sixty (60) days for any other type of default.

14.2.4 Loss of Franchise. Licensee shall be in breach of this Agreement if at any time Licensee loses its operating authority, whether as a result of action by any appropriate governmental entity, applicable law, or otherwise, to use the public streets and highways.

14.2.5 Failure to Act on Agreement. Licensee shall be in breach of this Agreement should Licensee not place Equipment on PECO's Poles within twelve (12) months of the effective date of the Agreement. If Licensee fails to place Equipment on those PECO poles for which a Permit has been granted by PECO within ninety (90) days of the receipt of that Permit from PECO, the Permit shall be cancelled unless such delay is due solely to PECO's failure to perform or PECO otherwise delays Licensee's ability to perform

14.3 Rights and Remedies for Breach. In the event Licensee shall be in breach of this Agreement and such breach continues beyond any applicable cure period provided herein, PECO may exercise any one or more of the following rights and remedies: (a) terminate this entire Agreement or terminate any Permit or Permits given pursuant to this Agreement; (b) take any and all corrective action PECO reasonably deems necessary or appropriate to cure such default and charge the cost thereof to Licensee, together with interest at the Default Rate (ii) an administrative charge in an amount equal to twenty percent (20%) of the cost of the corrective action, such payment to be made by Licensee upon PECO's presentment of demand therefor; (c) stop processing applications for new Attachments or (d) exercise any other remedy available to PECO under this Agreement or at law or in equity.

14.4 Upon Termination of any Permit, Licensee shall have ninety (90) days to remove its Equipment from the affected PECO Poles, and upon termination of the entire Agreement, Licensee shall have ninety (90) days to remove its Equipment from PECO's Poles. PECO shall have the right, upon notice to Licensee, to remove all of Licensee's Facilities and Power Supplies from the PECO Poles to which the Permit applies or from all of PECO's Poles where the entire Agreement has been terminated if Licensee fails to remove its Equipment within the specified time. Licensee shall pay PECO for all Costs of such removal within ten (10) days after billing. PECO shall deliver the Equipment to a location given by Licensee or stipulated by PECO without incurring any liability for the condition of the Equipment, or for any other loss, damage or casualty, of any kind or nature whatsoever, incurred or alleged to have been incurred

by Licensee arising out of or resulting from the removal of the Equipment.

14.5 Duties and Obligations Remain. In the event that Licensee is in default or in breach under this Agreement and PECO elects to terminate Permits granted under this Agreement or the Agreement itself, in whole or in part, or upon any other cause of termination of this Agreement, Licensee shall not be relieved of any of its duties or obligations under this Agreement, so long as any Equipment remains on any PECO Pole.

15.0 ASSIGNMENT.

15.1 Licensee may not assign or transfer all or any portion of its rights, privileges and obligations under this Agreement without written notice to and the prior written consent of PECO, which consent will not be unreasonably withheld, except that Licensee may assign or transfer its rights, privileges and obligations to a parent, affiliate or subsidiary company without prior written notice to PECO. In addition, Licensee may assign its rights, privileges and obligations to any entity that succeeds to all or substantially all of its assets, whether by merger, sale, or otherwise, but only with prior written notice to PECO and subject to the requirements that Licensee shall either (a) demonstrate to PECO that (i) the successor entity has a credit rating with any two of Standard & Poor's, Moody Financial Services or Fitch IBCA which is equal to or superior than the credit rating with such services that Licensee has at the time of such proposed assignment; or (ii) if the successor entity is not rated by any two of the foregoing credit rating services, then Licensee shall demonstrate to PECO, in the commercially reasonable exercise of PECO's judgment, that the successor entity has creditworthiness comparable to the creditworthiness of Licensee. Licensee agrees that PECO may, as a condition precedent to granting consent for an assignment or transfer, require renegotiation of the fees set forth in Article 11 of this Agreement or of the insurance and bond requirements set forth in Article 13 of this Agreement, unless the assignment or transfer is to Licensee's parent, affiliate or subsidiary, or unless the assignment or transfer is to a non-affiliated entity that succeeds to all or substantially all of Licensee's assets and meets the creditworthiness standards set forth above. Licensee shall give PECO not less than sixty (60) days' prior written notice of any proposed assignment or transfer.

15.2 The obligations of Licensee under this Agreement (but, except as otherwise provided in Article 15.1 hereof, not Licensee's rights and privileges hereunder) shall extend to and be binding upon any successors or assigns of Licensee. All right, title and interest of PECO hereunder shall be binding upon an issue to the benefit of PECO's successors and assigns.

15.3 Nothing herein shall be deemed to restrict or limit PECO's right to assign all or any portion of its right, title or interest in this Agreement.

16.0 REPRESENTATIONS AND WARRANTIES.

16.1 Power and Authority. Each party represents and warrants that (a) it is an entity duly organized, validly existing and in good standing in its state of organization, (b) it is qualified to do business (if a foreign corporation) under the laws of the Commonwealth of Pennsylvania, and (c) it has full power and authority to enter into this Agreement and undertake the responsibilities and obligations contemplated by it in accordance with its terms.

16.2 Enforceability. Each party represents and warrants that this Agreement constitutes a valid and binding obligation of such party and is enforceable against such party in accordance with its terms and conditions. Each party further represents and warrants that it has independently reviewed this Agreement, including the charges set forth in Article 11, and concluded that this Agreement is just, reasonable and equitable.

17.0 FORCE MAJEURE.

Neither party shall be liable for any delay in performance or inability to perform any non-monetary obligations hereunder if such delay or inability is due to acts or omissions which are not voluntary by such party and beyond such party's reasonable control, including, but not limited to, acts or omissions of any governmental body, civil disturbance, acts of terrorism, war, fires, acts of nature, labor disputes, shortages of materials and equipment, or the acts or omissions of the other party.

18.0 MISCELLANEOUS.

18.1 Merger. All understandings and agreements, oral or written, heretofore made by and between the parties hereto are merged into this Agreement. This Agreement, and the exhibits attached hereto, alone fully and completely expresses the agreement between PECO and Licensee with respect to the subject matter hereof.

18.2 Waiver of Terms or Conditions. The failure of PECO or Licensee to enforce or insist on compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any right to seek enforcement of such terms or conditions. The acceptance of payment by PECO of any of the fees or charges set forth in this Agreement shall not constitute a waiver of any breach, default or violation of the terms or conditions of this Agreement. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

18.3 Severability. If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstances otherwise shall be held to be invalid or unenforceable under applicable law by any court or governmental body having jurisdiction, such invalidity or unenforceability shall not affect, impair or render invalid or unenforceable any other provision of this Agreement, nor shall it affect the application of such clause, phrase, provision or portion hereof to any other person or

circumstances. In the event any provision of this Agreement is so found to be invalid or unenforceable, the parties agree to amend this Agreement by replacing the invalid or unenforceable term with such other provision as will give the fullest possible effect, within the limits of applicable law, to the intention and understandings of the parties as set forth in this Agreement. Notwithstanding the foregoing, in the event that any of the terms and conditions contained in Article 13 hereof are determined by a court or governmental body having jurisdiction to be invalid or unenforceable in any material respect, then, at PECO's option, this Agreement shall be terminated and, in such event, the Parties will use commercially reasonable efforts to reach a new Agreement. If a new Agreement is not reached within sixty (60) days following the termination, then PECO shall have the right to remove all of Licensee's Facilities and Power Supplies from any or all of the PECO Poles in the manner provided by hereinabove with respect to termination of this Agreement.

18.4 Notice. Unless otherwise directed, all notices required to be given by either party to the other party under this Agreement shall be in writing and shall be deemed sufficient if given in any of the following ways: (a) delivery by a messenger service or private delivery service providing same or next day delivery or (b) sent by United States Certified Mail, return receipt requested, postage prepaid to the parties at the addresses set forth herein below. With respect to notification of completion of Make-Ready work (Article 5.6), notice of interference or endangerment (Article 9.2), notice of emergency action (Article 9.3), or such other notice requirements as PECO and Licensee may agree from time to time to treat as follows, notice may first be made by telephone call or e-mail to the person or persons specified below, to be followed within a reasonable time by a confirmation notice in writing as directed above.

If to PECO Energy Company

2301 Market Street
Philadelphia, PA 19103
Attn: Manager: Real Estate & Facilities

If to Licensee

Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

18.5 Agreement to do all Things Necessary or Appropriate. Both parties agree

to do all things necessary or appropriate from time to time, including the execution and delivery of such ancillary documents and agreements as PECO may reasonably require, to carry out the express terms and conditions of this Agreement and the intentions and understandings of the parties as described herein.

18.6 No Partnership or Joint Venture Created. The parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, PECO and Licensee. PECO and Licensee are each independent contractors and nothing contained in this Agreement shall be construed to constitute either party an agent of the other.

18.7 Revision of Forms. The forms attached hereto are subject to revision by PECO at any time and at its discretion.

18.8 Counterparts. The Agreement may be executed using counterpart signature pages.

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

(Continued next page)

IN WITNESS WHEREOF, the parties to this Agreement by their duly authorized representatives have executed this Agreement to be effective as of the day and year first written above.

PECO ENERGY COMPANY

By: _____
Benjamin Henry
Manager, Real Estate & Facilities

Licensee

By: _____
Lawrence J. Gegan
Township Manager

EXHIBIT A
APPLICATION

APPLICATION FOR ATTACHMENT TO PECO ENERGY POLES

DATE OF APPLICATION: _____

DO YOU HAVE A SIGNED POLE ATTACHMENT AGREEMENT ON FILE WITH PECO ENERGY? Y / N

NAME OF COMPANY OR INDIVIDUAL

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

NAME OF CONTACT PERSON: _____ PHONE () _____

MUNICIPALITY: _____
(A permit application is required for each municipality where the facilities are located)

GPS Address: _____
(For Example: 1234 Main St., Philadelphia, PA 19103)

RAILROAD CROSSING OR ENCROACHMENT:

YES

NO

If this installation will involve entering upon or crossing railroad property you **MUST** provide a copy of the license agreement before you will be permitted to attach to PECO facilities.

FACILITIES: () Pole Attachments Number of poles _____

PURPOSE: Voice _____ Audio/Video _____
Data _____ Other _____ (specify) _____

APPLICATION FEE ENCLOSED: \$ _____ (See Rate Schedule Below)

1 - 5 Poles	\$ 50.00 Fee
6 - 10 Poles	\$100.00 Fee
11 -25 Poles	\$250.00 Fee
26-50 Poles	\$500.00 Fee

Over Fifty (50) Poles a new application MUST be submitted.

POLE RENTAL BILLING ADDRESS (IF DIFFERENT FROM ABOVE)

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Instructions For Application

- (A) Read and complete the entire Application and sign in the appropriate places.
- (B) Enclose a list of the poles or duct locations (or both) along with a check for the required Application and Deposit Fees as indicated above to:

PECO ENERGY COMPANY
Attn.: Manager
Real Estate & Facilities, N3-3
2301 Market Street
Philadelphia, PA 19103

GENERAL INFORMATION

Concerning The Application Process

- (1) Upon receipt of this application, the request will be forwarded to the appropriate location for an ENGINEERING and SURVEY review.
- (2) You will be supplied with a cost for our ENGINEERING and SURVEY to review the request. This cost will vary with the complexity of the request. You will be required to pay this cost whether or not you elect to proceed with the request.
- (3) If PECO facilities need to be relocated to accommodate your request, you will be supplied with a cost for MAKE READY, which you will be required to pay if you elect to continue with the request.
- (4) The invoice for the cost of ENGINEERING and SURVEY will be due and payable upon receipt. Invoices outstanding for more than 30 days will be declared delinquent and no additional applications will be accepted until the invoice is paid in full. Advance deposits will be credited to cost of engineering/survey with excess, if any, applied to make-ready work, if applicable.
- (5) After receiving the invoice for the cost of the MAKE READY, you will have the option to accept the costs and authorize PECO to proceed with the application OR reject the costs and cancel the application.
- (6) Should you decide to amend your application for reasons not resulting from PECO's field survey, your application will be canceled and you must resubmit for joint use of PECO's facilities.
- (7) If you accept the cost and authorize PECO to proceed with the application, we will release the Make Ready work to our construction work management upon receipt of the payment. Payment must be received within 60 days of the date of the invoice. After that time, the application will be canceled and if you want to continue with the application at a later date, a new application will be required.
- (8) Upon receipt of the payment authorizing PECO to proceed, PECO will prepare and mail our standard "Pole Attachment Agreement", in duplicate. You must sign both copies in the proper location, and return both copies to this office.
- (9) PECO will complete any required make ready work and return one fully executed copy of the "Pole Attachment Agreement" to you for your records. At this time, PECO will issue a permit, which will permit you to begin work. **The permit must be available on site for inspection during construction.**
- (10) It is understood that the applicant CANNOT attach to any PECO poles or utilize any PECO duct until a permit is issued.
- (11) Applicant will identify their cable on every pole with a PECO approved cable tag.
- (12) This application will remain in effect for sixty (60) days.

Applicant hereby acknowledges to have read and understood this application, agrees to comply with the application procedures described above and to pay in full the Engineering and Survey fees and understands the initial application fee is non-refundable.

Date Signed

Applicant's Signature
Title: _____

EXHIBIT B

PERMIT

PERMIT
FOR ATTACHMENT
TO PECO ENERGY POLES

PERMIT NO.

Control Number:

In accordance with the "Application for Attachment to PECO ENERGY Poles" dated _____, a permit to attach to facilities as outlined in the application for _____ Twp., _____ County, Pa., on _____ Road, is hereby granted for the following facilities:

_____ PECO owned poles



SAFETY FIRST!

SAFETY FIRST!

Please take time to carefully review PECO Energy safety requirements by visiting our website at:

(<http://www.exeloncorp.com/ourcompanies/peco/pecores/safety/>)

Click on "Safety Around Power Lines" at menu on left side.

Workers may be electrocuted or seriously injured by contact with power lines. Consider ALL OVERHEAD OR UNDERGROUND POWER LINES to be ENERGIZED and NOT INSULATED. PECO will either de-energize and ground or relocate lines that may conflict with construction or other activity or install protective devices designed to guard against ACCIDENTAL contact with energized lines whichever is appropriate for the pending work or activity. In all cases, the Contractor is required to provide an awareness barrier, inform all workers of the location of PECO Energy facilities, instruct them that these facilities are not to be contacted at any time by personnel, tools, material, or equipment, and to keep clear whether energized or not, supervise the work while it is being performed to assure compliance with OSHA regulations and these

instructions, and to proactively take action to PREVENT ANY CONTACT with PECO facilities by workers, equipment, tools, or carried items.

TO REQUEST PROTECTIVE COVER - COMPLETE THE ATTACHED FORM!

PECO ENERGY COMPANY

By: _____

Date: _____

This permit is void if not exercised within ninety (90) days from the date granted.

**THIS PERMIT MUST BE AVAILABLE ON SITE FOR INSPECTION
DURING CONSTRUCTION.**

Mail Completed Form To:
PECO Real Estate Department
2301 Market Street, N3-3 Philadelphia, PA. 19103



An Exelon Company

WORKING NEAR PECO ENERGY DELIVERY ELECTRIC LINES OR EQUIPMENT

Location of Work:	Type of Work to be Done:
Contractor/Company:	Contractor Representative:
Name:	Name:
Address:	Address:
Phone:	Phone:

Probable Duration of Job

Start Date:

End Date:

Exelon Energy Delivery Work
Required:
(De-energize and ground, relocate,
or install protective devices)

Safety on the job site is the employer's/contractor's obligation under OSHA. You must notify Exelon before working within 11 feet of overhead lines. Please note that 69KV lines require 11 feet of clearance. Lines with voltages higher than 69KV are covered by procedure S7070. Lines below 50KV require 10 feet of clearance. OSHA General Industry Standards Section 1910.333, Selection and Use of Work Practices, Sub-section © (3), Overhead Lines, states "If work is to be performed near overhead lines, the lines shall be de-energized and grounded, or other protective measures shall be provided before work is started. If protective measures, such as guarding, isolating, or insulating are provided, these precautions shall prevent employees from contacting such lines directly with any part of their body or indirectly through conductive materials, tools, or equipment."

WARN/NG-Workers may be electrocuted or seriously injured by contact with power lines. Consider ALL OVERHEAD OR UNDERGROUND POWER LINES to be ENERGIZED and NOT INSULATED. Exelon will either de-energize and ground or relocate lines that may conflict with construction or other activity or install protective devices designed to guard against ACCIDENTAL contact with energized lines whichever is appropriate for the pending work or activity. In all cases, the Contractor is required to provide an awareness barrier, inform all workers of the location of Exelon Energy facilities, instruct them that these facilities are not to be contacted at any time by personnel, tools, material, or equipment, and to keep clear whether energized or not, supervise the work while it is being performed to assure compliance with OSHA regulations and these instructions, and to proactively take action to PREVENT ANY CONTACT with Exelon Energy Delivery facilities by workers, equipment, tools, or carried items.

Notes/Special Conditions:

(Signature Contractor)

(Date/Time)

(Signature of Exelon)

(Date/Time)

EXHIBIT C

NOTICE OF REMOVAL BY
ATTACHER

Date: _____

PECO ENERGY

In accordance with the terms of Agreement dated _____, please
be advised that we intend to remove our attachments from the following poles
between

_____, 20__ and _____, 20__.

Pole Number

Pole Location

Permit Number

ATTACHER

BY: _____

Notice No. _____

Total Poles Discontinued this Notice:-----

Poles Previously Vacated:

Total Poles Vacated to Date:-----

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Submit DCED Greenways, Trail and Recreation Grant Program- Friendship Park

MEETING DATE: May 14, 2018 ITEM NUMBER: #15.

MEETING/AGENDA: ACTION NONE

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

INITIATED BY: Stacy Crandell BOARD LIAISON: Candyce Fluehr Chimera
Assistant to the Township Manager Chairman, Board of Supervisors

BACKGROUND:

The Department of Community and Economic Development (DCED) through the Commonwealth Financing Authority (CFA) are offering state grants for their Greenways, Trails & Recreation Program. This program can provide funding for planning, acquisition, development, rehabilitation & repair of greenways, recreational trails, open space, parks and beautification projects. The Township was successful in obtaining this grant in 2013 for the construction of the accessible playground and Spray Park at the Community and Recreation Center.

Staff has prepared a grant application for the construction of Friendship Park, located along Enclave Boulevard between Hartman Road and Bethlehem Pike (Route 309). The proposed park amenities include a covered and lit Bocce Ball Courts, Pickleball Fields, a handicap accessible playground, softball field and a multi-purpose field, as well as a pavilion and restroom facilities. There is also a proposed walking trail around the park. Friendship Park will be a great addition to the community with activities for all ages from young children to senior citizens.

The maximum amount of grant funding available for each project will not exceed \$250,000 and requires a 15% local match of the total project cost. The CFA requires a non-refundable application fee of \$100. The deadline for the application is May 31, 2018.

Attached is the grant application, supplemental information that will be included, as well as the official resolution to be submitted with the grant.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The Township is applying for \$250,000 grant, which will require a 15% local match

RECOMMENDATION:

Staff is recommending the Board authorize the submission of the grant application to DCED through the CFA.

MOTION/RESOLUTION:

See attached resolution.

MOTION: _____

SECOND: _____

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

Authorized Official Resolution

BE IT RESOLVED, that Montgomery Township, Montgomery County hereby request a Greenways, Trails, and Recreation Program (GTRP) grant of \$250,000 from the Commonwealth Financing Authority to be used for the construction of Friendship Park located on Enclave Boulevard between Hartman Road and Bethlehem Pike (Route 309).

BE IT FURTHER RESOLVED that the Applicant does hereby designate Lawrence J. Gregan, Township Manager as the official to execute all documents and agreements between Montgomery Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Deborah A. Rivas, duly qualified Assistant Secretary of Montgomery Township, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Montgomery Township Board of Supervisors at a regular meeting held May 14, 2018 and said Resolution has been recorded in the Minutes of Montgomery Township and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Montgomery Township, this 14 day of May, 2018.

Name of Applicant

County

Assistant Secretary

PRELIMINARY COST OPINION WORKSHEET

PROJECT: 12-01109-01 - Friendship Park

PREPARED BY:

LOCATION: Montgomery Township, PA

DESCRIPTION: Phase II Implementation

DATE: 5/9/2018



ITEM					TOTAL COST
NO.	DESCRIPTION	NO.	UNIT	\$/UNIT	
PHASE II					
	SITE WORK				
1	Grading/Earth Moving	1	LS	\$30,000.00	\$ 30,000
TOTAL - SITE WORK					\$ 30,000
	UTILITIES				
1	Electrical Service (Peco)	1	L.S.	\$20,000	\$ 20,000
2	Area Lighting (parking lot/tot lot) (double head)	3	EA	\$3,500	\$ 10,500
3	Area Lighting (parking lot/tot lot) (single head)	2	EA	\$3,000	\$ 6,000
4	Bollard Lighting (pathway)	6	EA	\$1,500	\$ 9,000
5	Water Line	350	LF	\$55	\$ 19,250
6	Sewer Manhole	3	EA	\$5,000	\$ 15,000
7	Sewer Piping	450	LF	\$55	\$ 24,750
TOTAL - UTILITIES					\$ 104,500
	TRAIL CONNECTION/LOOP				
1	Asphalt Trail (10' Wide)	1,400	S.Y.	\$35.00	\$ 49,000
TOTAL - PAVED TRAIL					\$ 49,000
	PLAYGROUND				
1	Accessible Play Equipment	1	L.S.	\$215,000	\$ 215,000
2	Play Equipment Installation (40%)	1	L.S.	\$86,000	\$ 86,000
3	Safety Surfacing (poured in place TPV rubber)	7,450	S.F.	\$22	\$ 163,900
4	Benches	6	EA.	\$1,200	\$ 7,200
5	Trash Receptacles	4	EA.	\$900	\$ 3,600
TOTAL - PLAYGROUND					\$ 475,700
	12" SLOWPITCH SOFTBALL FIELD				
1	Skinned Infield mix (4" depth)	150	C.Y.	\$35.00	\$ 5,250
2	Bases and Plates	1	LS	\$500	\$ 500
3	Backstop (34' wide x 10' deep hooded)	1	EA.	\$15,000	\$ 15,000
4	Foul Poles (12')	1	EA.	\$4,500	\$ 4,500
5	Benches (Player)	2	EA.	\$1,200	\$ 2,400
6	Outfield Fencing (6' Vinyl Coated Chainlink)	430	L.F.	\$50	\$ 21,500
7	Sideline Fencing (8' Vinyl Coated Chainlink)	200	L.F.	\$65	\$ 13,000
TOTAL - 12" SLOWPITCH SOFTBALL FIELD					\$ 62,150
	BOCCE COURT				
1	Prefabricated Pavilion	1	LS	\$75,000	\$ 75,000
2	Pavilion Installation (50%)	1	LS.	\$37,500	\$ 37,500
3	Bocce Court (including surface and borders)	2	LS.	\$25,000	\$ 50,000
TOTAL - BOCCE COURTS					\$ 162,500

PRELIMINARY COST OPINION WORKSHEET

PROJECT: 12-01109-01 - Friendship Park

PREPARED BY:

LOCATION: Montgomery Township, PA

DESCRIPTION: Phase II Implementation

DATE: 5/9/2018



ITEM					TOTAL COST
NO.	DESCRIPTION	NO.	UNIT	\$/UNIT	
	PICKLEBALL COURT				
1	Asphalt Pavement & Base	910	SY.	\$40	\$ 36,400
2	Court Painting/Striping	910	SY.	\$10	\$ 9,100
3	Pickleball Nets/Posts	4	EA.	\$450	\$ 1,800
4	Gates/Fencing (10' Vinyl Coated Chainlink)	390	LF.	\$100	\$ 39,000
TOTAL - PICKLEBALL COURTS					\$ 86,300
	LANDSCAPE				
1	Shade Trees	25	EA.	\$750	\$ 18,750
TOTAL - LANDSCAPE					\$ 18,750
	COVERED PAVILION/RESTROOMS				
1	Prefabricated Pavilion W/Restrooms	1	LS	\$170,000	\$ 170,000
2	Pavilion/Restroom Installation (50%)	1	L.S.	\$85,000	\$ 85,000
3	Concrete Slab	1800	SF	\$12	\$ 21,600
4	Water Fountain	1	EA.	\$7,000	\$ 7,000
5	Concrete Picnic Tables	6	EA.	\$1,000	\$ 6,000
6	Trash Receptacles	1	EA.	\$900	\$ 900
TOTAL - STRUCTURES					\$ 290,500
	ADDITIONAL SITE FURNISHINGS/AMENITIES				
1	Bike Rack	2	EA.	\$900	\$ 1,800
2	Wood Guardrails (Perimeter of Parking Area)	550	L.F.	\$30	\$ 16,500
TOTAL - SITE FURNISHINGS					\$ 18,300
	CONSTRUCTION ITEM SUB-TOTAL				\$ 1,297,700
	CONSTRUCTION CONTINGENCY (5%)				\$ 64,885
	DESIGN/ENGINEERING (5%)				\$ 64,885
	BID ADMIN/CONSTRUCTION OBSERVATION (5%)				\$ 64,885
TOTAL COST - PHASE II					\$ 1,492,355

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Resolution Designating the Chairman as Approver of Montgomery Township
IDA Tax Exempt Issues

MEETING DATE: May 14, 2018 ITEM NUMBER: #16.

MEETING/AGENDA: ACTION NONE

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

INITIATED BY: Lawrence J. Grogan BOARD LIAISON: Candyce Fluehr Chimera, Chairman
Township Manager

BACKGROUND:

The Montgomery Township Industrial Development Authority (MTIDA) was established by the Township in 2003 under the provisions of the Pennsylvania Economic Development Financing law to provide access to low-interest financing to businesses through the issuance of tax-exempt and taxable bonds.

The Pennsylvania Economic Development Financing Law requires that the Chief Elected Officer of the governmental unit in which the issuer is located (Montgomery Township) must approve any tax-exempt issue proposed by the MTIDA prior to the closing. For Montgomery Township, it is proposed to have the current Chairman of the Board to be appointed the Chief Elected Official of Montgomery Township, be authorized to approve financing projects presented by the Montgomery Township Industrial Development Authority.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

The Township created the Authority in 2003.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

To have a generic resolution that authorized the current Chairman of the Board of Supervisors, be authorized to as the Chief Elected Official to approve financing projects presented by the Montgomery Township Industrial Authority pursuant to the Economic Development Financing Law.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that the current Chairman of the Board of Supervisors, be authorized as the Chief Elected Official of Montgomery Township for the purpose of approving financing projects presented by the Montgomery Township Industrial Development Authority pursuant to the Economic Development Financing Law.

MOTION: _____ SECOND: _____

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Payment of Bills

MEETING DATE: May 14, 2018 ITEM NUMBER: #17.

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager  BOARD LIAISON: Candyce Fluehr Chimera,
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					
05/11/2018	01	23(S)	00000006	ACME UNIFORMS FOR INDUSTRY	0.00
04/26/2018	01	71439	00000006	ACME UNIFORMS FOR INDUSTRY	56.32
04/26/2018	01	71440	00000340	ADVENT SECURITY CORPORATION	60.00
04/26/2018	01	71441	00000209	BOUCHER & JAMES, INC.	15,495.87
04/26/2018	01	71442	00000450	LANCASTER COUNTY FIREMEN'S ASSOC	66.50
04/26/2018	01	71443	00000354	MAD SCIENCE OF WEST NEW JERSEY	259.00
04/26/2018	01	71444	100000389	MISTRAS GROUP, INC	775.00
04/26/2018	01	71445	00000324	MOYER INDOOR / OUTDOOR	154.40
04/26/2018	01	71446	00000356	NORTH WALES WATER AUTHORITY	75.04
04/26/2018	01	71447	00001134	OFFICE DEPOT, INC	95.88
04/26/2018	01	71448	00906102	READY REFRESH	25.14
04/26/2018	01	71449	00000653	SCATTON'S HEATING & COOLING, INC.	1,877.32
04/26/2018	01	71450	00000485	SYRENA COLLISION CENTER, INC.	2,258.30
04/26/2018	01	71451	00001084	WITMER ASSOCIATES, INC.	41.00
04/30/2018	01	71452	00001609	IMX MEDICAL MANAGEMENT	1,195.00
04/30/2018	01	71453	00000817	GILMORE & ASSOCIATES, INC.	20,203.69
04/30/2018	01	71454	00000817	VOID	0.00 V
04/30/2018	01	71455	00000354	MAD SCIENCE OF WEST NEW JERSEY	284.00
05/11/2018	01	71456	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	1,078.94
05/11/2018	01	71457	00000842	911 SAFETY EQUIPMENT	57.00
05/11/2018	01	71458	00001875	ADVANCED COLOR AND GRIND LLC	2,000.00
05/11/2018	01	71459	100000282	ADVANCED DISPOSAL	13,512.00
05/11/2018	01	71460	00000340	ADVENT SECURITY CORPORATION	766.98
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05/11/2018	01	71462	100000494	AFUA DAVENPORT	225.00
05/11/2018	01	71463	00001202	AIRGAS, INC.	216.91
05/11/2018	01	71464	MISC-FIRE	ALEXANDER J DEANGELIS	30.00
05/11/2018	01	71465	100000648	ALL TRAFFIC SOLUTIONS	2,700.00
05/11/2018	01	71466	100000682	ALLOY WHEEL REPAIR SPECIALISTS	125.00
05/11/2018	01	71467	MISC-FIRE	ANDREW WEINER	60.00
05/11/2018	01	71468	00000031	AT&T	133.39
05/11/2018	01	71469	00002061	AT&T MOBILITY	190.29
05/11/2018	01	71470	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	831.22
05/11/2018	01	71471	MISC	BAICH CONSTRUCTION, LLC	160.00
05/11/2018	01	71472	100000680	BCCC	150.00
05/11/2018	01	71473	00000999	BCG-BENEFIT CONSULTANTS GROUP	1,796.75
05/11/2018	01	71474	00000043	BERGEY'S	202.09
05/11/2018	01	71475	MISC-FIRE	BILL WIEGMAN	90.00
05/11/2018	01	71476	MISC	BORO CONSTRUCTION	210.54
05/11/2018	01	71477	00000209	BOUCHER & JAMES, INC.	15,048.62
05/11/2018	01	71478	00000101	BRIAN GERRARD	2,769.44
05/11/2018	01	71479	100000331	BSN SPORTS, LLC	218.90
05/11/2018	01	71480	00000069	C L WEBER CO INC.	34.52
05/11/2018	01	71481	100000405	C.E.S.	252.03
05/11/2018	01	71482	00000072	CANON FINANCIAL SERVICES, INC	1,622.00
05/11/2018	01	71483	MISC-FIRE	CARL HERR	30.00
05/11/2018	01	71484	100000681	CBH PROPERTIES HORSHAM LLC	192.47
05/11/2018	01	71485	00001601	CDW GOVERNMENT, INC.	7,609.16
05/11/2018	01	71486	MISC	CHARLES BIGGS RENTAL ACCOUNT	6.30
05/11/2018	01	71487	100000221	COLMAR VETERINARY HOSPITAL	82.80
05/11/2018	01	71488	00000363	COMCAST	307.09
05/11/2018	01	71489	00000335	COMCAST CORPORATION	1,415.56
05/11/2018	01	71490	00000335	COMCAST CORPORATION	615.96
05/11/2018	01	71491	00000451	COMMONWEALTH FINANCING AUTHORITY	100.00
05/11/2018	01	71492	100000679	COMMONWEALTH OF PENNSYLVANIA	200.00
05/11/2018	01	71493	00000222	COMMONWEALTH PRECAST, INC.	770.00
05/11/2018	01	71494	00001937	CONCOURS AUTOMOTIVE	2,085.16
05/11/2018	01	71495	00000329	CRAFCO, INC.	239.45
05/11/2018	01	71496	00001891	CREATIVE PRODUCT SOURCING, INC.	1,550.34
05/11/2018	01	71497	00001460	D.J.B. SPECIALTIES, INC.	285.00
05/11/2018	01	71498	00000554	DARREN GARRETT	99.98
05/11/2018	01	71499	00000086	DAVID D. DUNLAP	572.12
05/11/2018	01	71500	00000111	DAVID H. LIGHTKEP, INC.	3,889.99
05/11/2018	01	71501	MISC-FIRE	DAVID P BENNETT	30.00
05/11/2018	01	71502	00000629	DAVIDHEISER'S INC.	1,058.00
05/11/2018	01	71503	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	1,105.53
05/11/2018	01	71504	00000208	DELL MARKETING L.P.	134.97
05/11/2018	01	71505	100000673	DONNA CUSIAMNO	10.00
05/11/2018	01	71506	00000967	DVHT - DELAWARE VALLEY HEALTH TRUST	182,287.36
05/11/2018	01	71507	00001756	EAST COAST EVENT GROUP INC.	200.00
05/11/2018	01	71508	00000152	ECKERT SEAMANS CHERIN &	23,197.25
05/11/2018	01	71509	00001873	EGOV STRATEGIES LLC	9,574.00

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05/11/2018	01	71510	00000161	EUREKA STONE QUARRY, INC.	157.31
05/11/2018	01	71511	00001034	FASTENAL	79.43
05/11/2018	01	71512	00000169	FEDEX	73.65
05/11/2018	01	71513	00000174	FISHER & SON COMPANY, INC.	7,249.00
05/11/2018	01	71514	00002052	FOREMOST PROMOTIONS	596.00
05/11/2018	01	71515	00000611	FUN EXPRESS LLC	50.51
05/11/2018	01	71516	00000188	GALLS, AN ARAMARK CO., LLC	121.43
05/11/2018	01	71517	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	621.00
05/11/2018	01	71518	00000672	GET IT GOT IT LLC	235.00
05/11/2018	01	71519	MISC	GIVAND RECRUITING SERVICES	106.37
05/11/2018	01	71520	MISC-FIRE	GLEN ROETMAN	30.00
05/11/2018	01	71521	00001323	GLICK FIRE EQUIPMENT COMPANY INC	7,004.48
05/11/2018	01	71522	00001323	GLICK FIRE EQUIPMENT COMPANY INC	242.14
05/11/2018	01	71523	00001784	GOOGLE INC.	101.73
05/11/2018	01	71524	00000608	GOOSE SQUAD L.L.C.	900.00
05/11/2018	01	71525	00000229	GRAINGER	99.03
05/11/2018	01	71526	00000114	HARLEYSVILLE MATERIALS, LLC	134.68
05/11/2018	01	71527	00000215	HAVIS, INC.	2,539.56
05/11/2018	01	71528	100000162	HERMAN GOLDNER COMPANY, INC.	925.00
05/11/2018	01	71529	MISC	HERTZ	324.14
05/11/2018	01	71530	00001793	HILLTOWN TOWNSHIP	569.36
05/11/2018	01	71531	00000903	HOME DEPOT CREDIT SERVICES	13.96
05/11/2018	01	71532	MISC	INTEGRATED SIGN ASSOCIATES	50.00
05/11/2018	01	71533	00000531	INTERSTATE GRAPHICS	600.00
05/11/2018	01	71534	MISC-FIRE	JAKE WELTMAN	75.00
05/11/2018	01	71535	100000671	JENNIFER MERCADO	292.00
05/11/2018	01	71536	MISC-FIRE	JOHN H. MOGENSEN	15.00
05/11/2018	01	71537	MISC-FIRE	JON WASHINGTON	120.00
05/11/2018	01	71538	00000740	K.J. DOOR SERVICES INC.	1,329.80
05/11/2018	01	71539	00000377	KATHY'S JUST DESSERTS, INC.	310.00
05/11/2018	01	71540	MISC-FIRE	KEITH A MILLER	150.00
05/11/2018	01	71541	MISC	KELLY HARRIS	24.51
05/11/2018	01	71542	00000264	KENCO HYDRAULICS, INC.	25.50
05/11/2018	01	71543	00000574	KEVIN CARNEY	99.98
05/11/2018	01	71544	MISC	KP DICKSON INVESTMENTS	57.45
05/11/2018	01	71545	00000271	LANSDALE CHRYSLER PLYMOUTH INC.	374.00
05/11/2018	01	71546	100000675	LAURA NESBITT	60.00
05/11/2018	01	71547	00000057	LAWN AND GOLF SUPPLY COMPANY, INC.	606.58
05/11/2018	01	71548	00000571	LEE WAGNER	1,725.00
05/11/2018	01	71549	00001706	LOWE'S COMPANIES INC.	98.55
05/11/2018	01	71550	MISC	MAACO AUTO PAINTING	1,073.30
05/11/2018	01	71551	100000332	MARCY LYNCH FITNESS	840.00
05/11/2018	01	71552	00002021	MARRIOTT'S EMERGENCY EQUIPMENT	555.00
05/11/2018	01	71553	00000689	MARY KAY KELM, ESQUIRE	1,300.00
05/11/2018	01	71554	100000678	MARY MULBAH	80.00
05/11/2018	01	71555	MISC-FIRE	MARY NEWELL	95.00
05/11/2018	01	71556	00000201	MASTERTECH AUTO SERVICE, LLC	3,038.98
05/11/2018	01	71557	MISC-FIRE	MATTHEW VITUCCI	45.00
05/11/2018	01	71558	00000974	MCCARTHY AND COMPANY, PC	1,581.25
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05/11/2018	01	71560	00000743	MES - PENNSYLVANIA	16,235.92
05/11/2018	01	71561	MISC-FIRE	MICHAEL D. SHINTON	30.00
05/11/2018	01	71562	MISC-FIRE	MICHAEL SHEARER	15.00
05/11/2018	01	71563	00905057	MICROSOFT CORPORATION	1,561.06
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05/11/2018	01	71565	100000105	MOAB TRAINING INTERNATIONAL, INC.	395.00
05/11/2018	01	71566	1264	MORGAN STANLEY SMITH BARNEY INC	137,136.50
05/11/2018	01	71567	00665599	MYREC.COM	5,480.00
05/11/2018	01	71568	100000676	NAGARANI TUMMALA	123.36
05/11/2018	01	71569	00000376	NORTH PENN SCHOOL DISTRICT	20.00
05/11/2018	01	71570	00000356	NORTH WALES WATER AUTHORITY	95.64
05/11/2018	01	71571	00000270	NYCE CRETE AND LANDIS CONCRETE	70.80
05/11/2018	01	71572	00001125	NYCO CORPORATION	46.08
05/11/2018	01	71573	00000795	OCTORARO NATIVE PLANT NURSERY, INC.	4,180.15
05/11/2018	01	71574	00001134	OFFICE DEPOT, INC	735.16
05/11/2018	01	71575	00000958	OUR TOWNE CATERING	1,158.17
05/11/2018	01	71576	MISC	PARTYLITE GIFTS, INC.	11.06
05/11/2018	01	71577	MISC-FIRE	PAUL R. MOGENSEN	90.00
05/11/2018	01	71578	MISC	PAYLESS SHOE SOURCE #3452	166.85
05/11/2018	01	71579	00000397	PECO ENERGY	11,960.43
05/11/2018	01	71580	00000399	PECO ENERGY	8,781.29
05/11/2018	01	71581	MISC	PENN MANUFACTURING IND., INC.	172.23
05/11/2018	01	71582	00000595	PENN VALLEY CHEMICAL COMPANY	889.49
05/11/2018	01	71583	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	174.00
05/11/2018	01	71584	00000009	PETTY CASH	672.67

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DB: Montgomery Twp

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CHECK DATE FROM 04/24/2018 - 05/11/2018

Page: 3/3

Check Date	Bank	Check	Vendor	Vendor Name	Amount
05/11/2018	01	71585	00000009	PETTY CASH	55.11
05/11/2018	01	71586	00001171	PHILA OCCHEALTH/DBA WORKNET OCC	104.00
05/11/2018	01	71587	00000446	PHISCON ENTERPRISES, INC.	400.00
05/11/2018	01	71588	00000945	PIPERSVILLE GARDEN CENTER, INC.	348.38
05/11/2018	01	71589	00000345	PRINTWORKS & COMPANY, INC.	1,074.72
05/11/2018	01	71590	100000662	QUICK LANE	139.95
05/11/2018	01	71591	MISC	QUINN WILLIAM F & ANNE M	74.00
05/11/2018	01	71592	MISC-FIRE	RACHEL GIBSON	45.00
05/11/2018	01	71593	00000439	RED THE UNIFORM TAILOR	776.50
05/11/2018	01	71594	00000430	REM-ARK ALLOYS, INC.	298.75
05/11/2018	01	71595	00002033	REPUBLIC SERVICES NO. 320	1,391.95
05/11/2018	01	71596	00001662	RICHARD GRIER	110.80
05/11/2018	01	71597	00000117	RIGGINS INC	2,224.22
05/11/2018	01	71598	00000115	RIGGINS, INC	5,125.26
05/11/2018	01	71599	00000741	ROBERT E. LITTLE, INC.	31.88
05/11/2018	01	71600	MISC-FIRE	ROBERT MCMONAGLE	15.00
05/11/2018	01	71601	MISC-FIRE	RYAN ALLISON	30.00
05/11/2018	01	71602	MISC-FIRE	RYAN RUDELL	60.00
05/11/2018	01	71603	00001030	SIGNAL CONTROL PRODUCTS, INC.	8,335.02
05/11/2018	01	71604	MISC	SMITH LANDSCAPE SOLUTIONS LLC	1,200.00
05/11/2018	01	71605	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	610.41
05/11/2018	01	71606	MISC-FIRE	STEVE SPLENDIDO	45.00
05/11/2018	01	71607	00000485	SYRENA COLLISION CENTER, INC.	750.00
05/11/2018	01	71608	00001982	TEMPLE UNIVERSITY - CJTP	1,560.00
05/11/2018	01	71609	00001666	THE FENCE AUTHORITY	830.30
05/11/2018	01	71610	00001375	THE PARTNERSHIP TMA	2,479.00
05/11/2018	01	71611	MISC	THIN AIR SOLUTIONS, LLC	81.84
05/11/2018	01	71612	00001273	TIM KUREK	725.00
05/11/2018	01	71613	00001771	TIMAC AGRO USA	1,012.50
05/11/2018	01	71614	00000239	TOWN COMMUNICATIONS	950.00
05/11/2018	01	71615	00000543	TRACTOR SUPPLY CREDIT PLAN	28.99
05/11/2018	01	71616	00000506	TRANS UNION LLC	70.00
05/11/2018	01	71617	MISC-FIRE	TREVOR DALTON	30.00
05/11/2018	01	71618	00000077	TRISTATE ENVIRONMENTAL	195.00
05/11/2018	01	71619	MISC	V.V.L.	27.54
05/11/2018	01	71620	00000040	VERIZON	180.15
05/11/2018	01	71621	00000040	VERIZON	39.81
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05/11/2018	01	71628	00000038	VERIZON WIRELESS SERVICES, LLC	1,349.26
05/11/2018	01	71629	MISC-FIRE	VINAY SETTY	90.00
05/11/2018	01	71630	MISC-FIRE	VINCE ZIRPOLI	120.00
05/11/2018	01	71631	MISC	WELDING SERVICES EQUIPMENT CORP.	144.76
05/11/2018	01	71632	00001329	WELDON AUTO PARTS	1,118.38
05/11/2018	01	71633	00001329	VOID	0.00 V
05/11/2018	01	71634	00906130	WISMER AUTO INTERIORS	275.00
05/11/2018	01	71635	100000674	XUEQIN PANG	85.00
05/11/2018	01	71636	100000229	YOUNG REMBRANDTS BUXMOUNT - PA	540.00
05/11/2018	01	71637	00000550	ZEP MANUFACTURING COMPANY	590.97

01 TOTALS:

(2 Checks Voided)

Total of 198 Disbursements:

589,993.68

05/10/2018

Check List

For Check Dates 04/24/2018 to 05/14/2018

Check

Date	Name	Amount
04/25/2018	STATE OF PA	State Tax Payment \$ 8,260.49
05/01/2018	UNITED STATES TREASURY	945 Tax Payment \$ 6,406.41
05/03/2018	BCG 401	401 Payment \$ 16,101.33
05/03/2018	BCG 457	457 Payment \$ 10,852.48
05/03/2018	PA SCDU	Withholding Payment \$ 1,011.52
05/03/2018	UNITED STATES TREASURY	941 Tax Payment \$ 78,397.56
05/09/2018	STATE OF PA	State Tax Payment \$ 8,710.75
Total Checks: 7		\$ 129,740.54