

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
OCTOBER 22, 2018

www.montgomerytp.org

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

Lawrence J. Gregan
Township Manager

ACTION MEETING – 8:00 PM

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of October 9, 2018 Meeting
6. Consider Authorization to Participate in the Montgomery County Consortium 2018 – 2019 Cooperative Rock Salt Contract
7. Consider Professional Services Agreement – Five Points Intersection Lighting Plans and Bid Documents
8. Consider Award of Contract – Audit of 2018, 2019, and 2020 Financial Statements
9. Consider Request for Approval of DFS & FDMT 2018-2019 PA Fire Commissioner's Grant Application
10. Consider Authorization to Advertise Bid Specifications for Phase 4 Ash Tree Removal Program
11. Consider Approval Written Decision and Order – Henderson Partnership C-70 – RedLine Athletics Youth Athletics Training Center – 101 Commerce Drive
12. Consider Payment of Bills
13. Other Business
14. Adjournment

Future Public Hearings/Meetings:

10-23-2018 @ 7:00pm – Environmental Advisory Committee
10-25-2018 @ 6:30pm – Budget Work Session
10-29-2018 @ 6:30pm – Budget Work Session
11-07-2018 @ 7:00pm- Senior Committee (CRC)
11-07-2018 @ 7:30pm – Zoning Hearing Board
11-12-2018 @ 8:00pm – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: October 22, 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.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

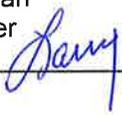
SUBJECT: Announcement of Executive Session

MEETING DATE: October 22, 2018 ITEM NUMBER: #4

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

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



BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Minutes for October 9, 2018

MEETING DATE: October 22, 2018

ITEM NUMBER: #5

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

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



BACKGROUND:

Please contact Stacy Crandell on Monday, October 22, 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.

DRAFT

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
OCTOBER 9, 2018**

At 7:00 p.m. Chairman Candyce Fluehr Chimera called to order the executive session.

In attendance were Supervisors Tanya C. Bamford, Jeffrey W. McDonnell and Matthew W. Quigg. Vice-Chairman Michael J. Fox was absent. Also in attendance were Township Manager Lawrence J. Gregan and Township Solicitor Robert Iannozzi, Esquire.

Chairman Candyce Fluehr Chimera called the action meeting to order at 8:03 p.m. In attendance were Supervisors Tanya C. Bamford, Jeffrey W. McDonnell and Matthew W. Quigg. Vice-Chairman Michael J. Fox was absent. Also in attendance were Township Solicitor Robert Iannozzi, Esquire, Police Chief J. Scott Bendig, Director of Fire Services Richard Lesniak, Director of Administration and Human Resources Ann Shade, Assistant to the Township Manager Stacy Crandell, Director of Public Works Kevin Costello, Director of Recreation and Community Center Floyd Shaffer, and Director of Information Technology Richard Grier.

Following the Pledge of Allegiance, Chairman Candyce Fluehr Chimera reported on the recent passing of David Bennett, a member of the Fire Department of Montgomery Township, noting his years of volunteer service to the Montgomery Township Community, the Board had a moment of silence to honor his service to the community.

Chairman Candyce Fluehr Chimera called for public comment from the audience.

Tom Harker of 130 Bayhill Drive asked if there was any updates from Cutler regarding improvements to Montgomery Preserve. Township Manager Lawrence J. Gregan gave an update on what Township's has been doing to secure the letters of credit to fund the remaining improvements since the Cutler Group has not been responsive to make the remaining public improvements. He furthered advised that he will be meeting with the Township Engineer to prioritize the remaining public improvements that can be completed with the available funds.

Joe Janscak, 136 Bayhill Drive asked about the remaining driveways that have not had the final paving done. Mr. Gregan advised that the Letter of Credits provided security for public

improvements only. The driveways that have not received final paving by Cutler will have to be addressed by the individual homeowners.

William Kane, 243 Twining Road, spoke to the Board about his recent zoning hearing board case regarding the fencing and trellis at his residence. The Zoning Hearing Board granted several variances granting approval for increasing the height of the fence in his side and front yard above the limits in the Zoning Code and dismissed the Notice of Violation and granted him 12 months to complete the conditions of the variance.

Following the hearing, he stated that the Township Solicitor and the Planning and Zoning Director stated that the Township was going to appeal this decision. Since the hearing, he has completed the conditions of the variance by lowering the taller sections of trellis to a height not to exceed eight foot, plus the one foot of capping or trim. Still to be completed are the sections of curved lattice and final staining.

Brent Whiting and Troy Moyer, newly appointed President and Vice- President of the Montgomery United Soccer introduced themselves to the Board and thanked them for their support in allowing light towers that they purchased to be used at the Rose Twig Section of Windlestrae Park.

Solicitor Robert Iannozzi, Esquire announced that the Board had met in an executive session at 7:00 p.m. this evening to discuss the Cutler Development, which is a matter of potential litigation, and two matters of litigation about possible settlements, which include the

matter of Roque vs. Montgomery Township, and Bharatiya Temple vs. Montgomery Township. 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 September 24, 2018 Board of Supervisors meeting, and Supervisor Tanya C. Bamford seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Director of Fire Services Richard Lesniak announced the annual allocation by the Commonwealth of Pennsylvania of a share of the Foreign Fire Insurance Tax has been received in the amount of \$205,654.31. These funds are a result of taxes paid by foreign fire insurance companies to the State of Pennsylvania in accordance with Act 205 of 1984. FDMT Relief Association President Paul Mogensen was in attendance to accept the check. Resolution #1 made by Supervisor Tanya C. Bamford, seconded by Supervisor Matthew W. Quigg and adopted unanimously, presented a check in the amount of \$205,654.31 from the Commonwealth of Pennsylvania to the FDMT Fire Relief Association.

Director of Fire Services Richard Lesniak reported that due to the some materials used in many of the Township's commercial buildings, radio communications can be compromised. The Fire Department recently experienced this at the Montgomery Mall while the career staff was on a fire/life safety inspection. While operating on Fireground 3, the career staff experienced a loss of radio reception in the service corridors as well as various locations in the common area inside the building. In addition, audible radio transmissions were scratchy and difficult to understand.

In order to explore remedies to prevent radio reception loss in the future, the Fire Services Director would like to attend the free Public Safety In-Building Radio Booster System Code Seminar on October 10, 2018 at the Moorestown Community House in Moorestown, NJ. Resolution #2 made by Supervisor Tanya C. Bamford, seconded by Supervisor Matthew W. Quigg and adopted unanimously, authorized Director of Fire Services Lesniak to attend the

Public Safety In-Building Radio Booster System Code Seminar on October 10, 2018 at the Moorestown Community House, Moorestown, NJ.

Assistant to the Township Manager Stacy Crandell reported that the Township has been a part of the Wissahickon Clean Water Partnership since 2016. The Partnership has been working to develop an alternate to the proposed EPA Total Phosphorus TMDL for stormwater discharged to the creek. Additional time and effort is needed to complete the plan and address any concerns or comments made by the EPA or DEP. In order to extend its participation in the Wissahickon Clean Water Partnership, the Township needs to adopt an ordinance. Resolution #3 made by Supervisor Tanya C. Bamford seconded by Supervisor Matthew W. Quigg and adopted unanimously, adopted Ordinance 18-309, approving an extension to participate in the Intergovernmental Cooperation Agreement- Wissahickon Clean Water Partnership Alternative TMDL.

Assistant to the Township Manager Stacy Crandell announced that the 2018 Fall Curbside Leaf Waste Collection will take place on Saturday, November 17, 2018. Residents must place the collected leaf and yard waste materials in biodegradable paper bags at the curb prior to 7:00 a.m. that day for collection.

Finance Director Ami Tarburton reported the annual General Municipal Pension System State Aid allocation for 2018 has been received in the amount of \$580,864.17. This is an increase of 11% from the 2017 State Aid allocation. The State requires that the Board of Supervisors adopt a resolution approving the allocation of the State Aid to the pension systems for its employees. Based on the 2018 Minimum Municipal (MMO) Obligations to the Police and Non-Uniformed Pension Plans, and based on the AG-385 State certifications, it is recommended that the 2018 Act 205 General Municipal Pension System State Aid be allocated as follows:

Police Pension Plan	–	56%	- \$ 327,907.11
Non Uniformed Pension Plan	–	44%	- \$ 252,957.06

\$ 580,864.17

Resolution #4 made by Chairman Candyce Fluehr Chimera, seconded by Supervisor Tanya C. Bamford and adopted unanimously, accepted the recommendation to allocate the 2018 Act 205 General Municipal Pension System State Aid to the Police Pension Plan in the amount of \$327,907.11 and to the Non-Uniformed Employee Pension Plan in the amount of \$252,957.06.

Resolution #5 made by, Chairman Candyce Fluehr Chimera, seconded by Supervisor Matthew W. Quigg and adopted unanimously, authorized a construction escrow release in the amount of \$8,079.00, as recommended by the Township Engineer for the Joseph Ambler Inn project.

Resolution#6 made by, Chairman Candyce Fluehr Chimera, seconded by Supervisor Matthew W. Quigg and adopted unanimously, authorized construction escrow release #7 in the amount of \$50,007.22, as recommended by the Township Engineer for LDS#664OHB Maple Brook Estates contingent upon all Township fees being paid.

Director of Information Technology Richard Grier reported that the US Communities is a national cooperative established for local and state government agencies, school districts, and nonprofits. The cooperative assists agencies and institutions to streamline the request-for-proposal process (RFP) while satisfying requirements for transparency and offering a comprehensive portfolio of awarded contracts. There is no cost to register and once an account is in place, the Township will have access to more than 55,000 agency awarded contracts in the US Communities portfolio. All agency contracts have been competitively solicited and publicly awarded by a public agency/governmental entity, utilizing the best public procurement practices, processes and procedures. A listing of available contracts ranging from Amazon to Home Depot can be found on their web site at <http://www.uscommunities.org/>

Resolution#7 made by Supervisor Tanya C. Bamford, seconded by Supervisor Matthew W. Quigg and adopted unanimously, authorized staff to utilize the US Communities Cooperative for purchases that are permitted in the Commonwealth Procurement Code.

A motion to approve the payment of bills was made by Supervisor Tanya C. Bamford, seconded by Supervisor Matthew W. Quigg and adopted unanimously, approving the payment of bills as submitted.

There being no further business to come before the Board, the meeting adjourned at 8:42 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Participate in the Montgomery County Consortium 2018 – 2019 Cooperative Rock Salt Contract

MEETING DATE: October 22, 2018

ITEM NUMBER: #16

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:

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

The Consortium recently completed the public bidding process for the purchase of bulk salt for the 2018 – 2019 winter season and has awarded the contract to Morton Salt Inc., at a price of \$49.42 per ton delivered. The signed agreement and performance bond are attached.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT:

The cost per ton is \$49.42 per ton, which is the same price as last year, and the same vendor, Morton Salt Inc.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve the Township's participation in the Montgomery County Consortium Salt Purchase Contract for the 2018 – 2019 for the purchase of rock salt from Morton Salt Inc. of Chicago Illinois, at a price of \$49.42 per ton delivered.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Township's participation in the Montgomery County Consortium Salt Contract for 2018 – 2019 for the purchase of rock salt from Morton Salt Inc. of Chicago Illinois, at a price of \$49.42 per ton delivered.

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.

SECTION F

CONTRACT FORM

ROCK SALT FOR MONTGOMERY COUNTY CONSORTIUM COMMUNITIES

This contract made on SEPTEMBER 17, 2018 between UPPER DUBLIN TOWNSHIP, 801 Loch Alsh Avenue, Fort Washington, Pennsylvania, 19034, Montgomery County, Pennsylvania, for itself and on behalf of each municipality that make up the Montgomery County Consortium of Communities, party of the first part (hereinafter referred to as the "Township") and MORTON SALT, party of the second part (hereinafter referred to as the "Seller").

WITNESSETH

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

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

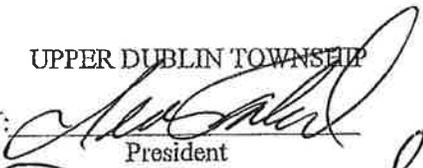
Township reserves the right to purchase upon the terms set forth herein any less than or in addition to the quantities, which are specified during the term of the Contract. Deliveries of goods are to be made at locations specified in the Bid Documents.

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

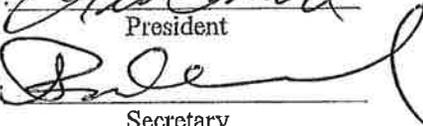
This contract shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

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

UPPER DUBLIN TOWNSHIP

BY: 

President

ATTEST: 

Secretary

DATE: 10/9/2018

SELLER.

BY: 

Anthony T. Patton, Director U.S. Govt. Bulk Deicing Sales & Marketing

ATTEST: 

Daniel P. Thompson, V.P Bulk Deicing Sales & Marketing

DATE: 09/25/2018

Upper Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034-1697
Phone: (215) 643-1600
Fax: (215) 542-0797
www.upperdublin.net



IRA S. TACKEL
President

September 17, 2018

RONALD P. FELDMAN
Vice President

REBECCA A. GUSHUE

LIZ FERRY

ROBERT H. MCGUCKIN

GARY V. SCARPELLO

MEREDITH L. FERLEGER

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

Morton Salt
444 W. Lake Street
Chicago, IL 60606

RE: Montgomery County Consortium 2018-19 Rock Salt Bid

To Whom It May Concern:

On behalf of the Board of Commissioners, I am pleased to inform you that you were awarded the bid for the Montgomery County Consortium 2018-19 Rock Salt. Your Bid in the amount of \$49.42 per ton delivered was approved by the Commissioners at their meeting on September 12, 2018.

Please forward a Performance Bond equal to 100 percent of the total bid price (\$2,710,192.80) to the Township within the next 20 days. We will also require an updated Certificate of Insurance.

Enclosed are two (2) copies of a contract form for the referenced contract. We would ask that you execute both copies and return to this office. Once signed by the appropriate Township Officials, an executed original will be returned to you.

Thank you for your prompt attention to this request.

Very truly yours,

Paul A. Leonard
Township Manager

CC: G. Smith
D. Supplee

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7927183

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Na-Tia Douglas; Steve Downie; Mariola Garcia; Robert H. George; Natasha Hunt-Moble; Ayanna Jefferson-Williams; Andrew Lorenzini; Leanne Miller; Anthony T. Patton; Joshua Sartori; Daniel P. Thompson; Nancy Torres

all of the city of Chicago, state of IL, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of October, 2017



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of October, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK

On this 4th day of September, 20 18, before me personally appeared
Na-Tia Douglas, known to me to be the Attorney-in-Fact
of Liberty Mutual Insurance Company the corporation that executed
the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office
in the aforesaid county, the day and year in this certificate first written above.

Al Lorenzini
(Notary Public)



SECTION D
FORM OF GUARANTY

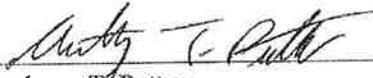
Accompanying this Proposal is a bid bond in the amount of
~~two hundred seventy-one thousand nineteen dollars and~~ Dollars (\$271,019.28) as bid security,
~~twenty-eight cents~~

The undersigned hereby certifies that this Proposal is genuine, and not sham or collusive, or submitted in the interest or on behalf of any person, firm or corporation not herein named, and has not induced any other persons to refrain from bidding, and has not in any way sought by collusion to secure for himself an advantage over any other bidder.

Firm Name: Morton Salt, Inc.

Address: 444 West Lake Street, Suite 3000

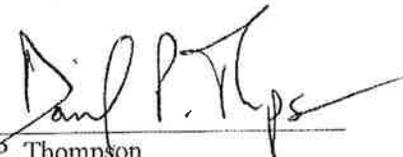
Chicago, IL 60606

By: 
Anthony T. Patton

Title: Director U.S. Gov't Bulk Deicing Sales & Marketing

Official Seal

Attest:


Daniel P. Thompson
V.P., Bulk Deicing Sales & Marketing

TO:
Board of Commissioners
Upper Dublin Township
801 Loch Alsh Avenue
Fort Washington, PA 19034

Gentlemen:

The undersigned has carefully examined the Contract Documents and all subsequent addenda listed herein and will furnish all labor, materials, supplies, equipment, plant and other facilities and perform all work necessary or incidental to the delivery of the specified salt to the Townships previously noted in whatever amounts are required to meet their needs, complete in every respect in strict accordance with the Contract Documents, and will perform all other obligations imposed by the contract for the Base Bid prices entered directly into the PennBid online bidding system as directed by Bid Package.

The minimum truck load will be 20 tons.

The undersigned agrees, if awarded the Contract, to make deliveries as requested by the several Townships 72 hours after the telephonic requests for delivery.

CORPORATE SEAL

Morton Salt, Inc.

Name of Firm

Signed

Anthony T. Patton
Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing

Daniel P. Thompson
Daniel P. Thompson Assistant Secretary/V.P., Bulk Deicing Sales & Marketing

Witness

Mariola Garcia
Mariola Garcia, Bid Prep Specialist

Date 09/04/18

Signed _____
Single Proprietor, or Partner
(If BIDDER is a Partnership)

Signed _____
Partner (If BIDDER is a Partnership)

Witness _____

Date _____

Witness _____

Date _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7927183

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Na-Tia Douglas; Steve Downie; Mariola Garcia; Robert H. George; Natasha Hunt-Mobley; Ayanna Jefferson-Williams; Andrew Lorenzini; Leanne Miller; Anthony T. Patton; Joshua Sartori; Daniel P. Thompson; Nancy Torres

all of the city of Chicago, state of IL, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of October, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA §§
COUNTY OF MONTGOMERY

On this 26th day of October, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20____.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

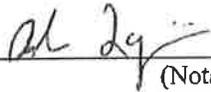
Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF ILLINOIS
COUNTY OF COOK

On this 4th day of September, 2018, before me personally appeared
Na-Tia Douglas, known to me to be the Attorney-in-Fact
of Liberty Mutual Insurance Company the corporation that executed
the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office
in the aforesaid county, the day and year in this certificate first written above.



(Notary Public)



SECTION D

FORM OF GUARANTY

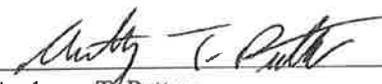
Accompanying this Proposal is a bid bond in the amount of
two hundred seventy-one thousand nineteen dollars and Dollars (\$271,019.28) as bid security.
twenty-eight cents

The undersigned hereby certifies that this Proposal is genuine, and not sham or collusive, or submitted in the interest or on behalf of any person, firm or corporation not herein named, and has not induced any other persons to refrain from bidding, and has not in any way sought by collusion to secure for himself an advantage over any other bidder.

Firm Name: Morton Salt, Inc.

Address: 444 West Lake Street, Suite 3000

Chicago, IL 60606

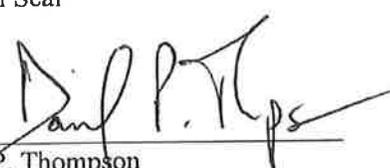
By: 

Anthony T. Patton

Title: Director, U.S. Gov't Bulk Deicing Sales & Marketing

Official Seal

Attest:


Daniel P. Thompson
V.P., Bulk Deicing Sales & Marketing

SECTION D

NON-COLLUSION AFFIDAVIT

Contract/Bid No. 2018-2019 Rock Salt Bid

State of Illinois _____ :

:S.S.

County of: Cook _____ :

I state that I am Director, U.S. Gov't Bulk
Deicing Sales & Marketing of Morton Salt, Inc.
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
5. Morton Salt, Inc., its affiliates, subsidiaries, officers, directors and
(Name of Firm)

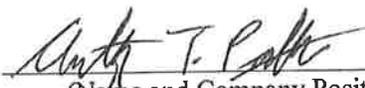
employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that Morton Salt, Inc. understands and acknowledges that the
(Name of Firm)

above representations are material and important, and will be relied on by
Upper Dublin Township in awarding the contract for which this bid is
(Name of Public Entity)

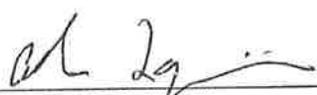
submitted. I understand and my firm understands that any misstatement in this affidavit is
and shall be treated as fraudulent concealment from
Upper Dublin Township of the true facts relating to the submission of bids
(Name of Public Entity)

submission of bids for the contract.



(Name and Company Position)
Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 4th
DAY OF September, 20 18.


NOTARY PUBLIC



My Commission Expires: 3/10/2019



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date 09/04/18

Business or Organization Name (Employer) Morton Salt, Inc.

Address 444 West Lake Street, Suite 3000

City Chicago State IL Zip Code 60606

Contractor Subcontractor (check one)

Contracting Public Body Upper Dublin Township Montgomery County Co-Op, PA

Contract/Project No 2018-2019 Rock Salt Bid

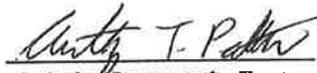
Project Description Bulk Rock Salt

Project Location Upper Dublin Township, PA & Various Towns in Montgomery Co, PA

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, Anthony T. Patton, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.


Authorized Representative Signature

Anthony T. Patton
Director, U.S. Gov't Bulk Deicing Sales & Marketing

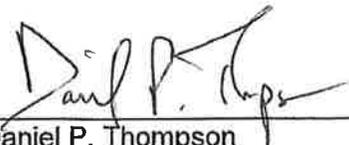
Questionnaire for Rock Salt Bidders:

1. Have you experienced supply shortages in the last ten years? Yes but short in duration
2. If so, list the year and reason. In 3 of the last 10 years we have incurred a shortage due to severe weather & higher than normal demands
3. How many stockpiles do you maintain? 44 in U.S.
4. Where are the stockpiles located? Through out the U.S. but Morrisville & Bristol, PA for this bid
5. Who is your shipping company? Varies by customer & location can provide upon award
6. Do you have a secondary shipper? Yes, a secondary shipper is available
7. Where does your salt originate? Various mines in North America & Chile
8. How long does it take for salt delivery after you place an order? 72 hrs ARO
9. How many trucks can your stockpile load in a day? 450 trucks
10. How many trucks can you load simultaneously? 4 trucks
11. What types of delays have you experience in the last five years? 1 incident that created shipping delay
 - a. Worker's strikes? N/A
 - b. Shipping Lane obstructions N/A
 - c. Security issues at stockpiles N/A
 - d. Safety issues at stockpiles N/A
 - e. Other? N/A Large storage capacity, multiple sources to obtain salt & the ability to divert shiploads to stockpiles that are running low
12. What guarantee can you offer to provide a steady supply of salt? to stockpiles that are running low
13. What is your maximum capacity? Varies by stockpile, ex. 400,000 tons @Morrisville, PA
The goal is to reach max capacity prior to the winter shipping
14. Do you maintain stockpiles at maximum capacity? season & maintain supply replenishment throughout the year
15. How does your order processing work? For orders call: 855-665-4540
16. Can a Municipality, etc. get a status report of their orders and tracking? Yes upon request
17. Are the trucking companies able to confirm tracking and deliveries? Deliveries can be confirmed but not tracked from stockpile to deliver location
18. How do you notify your customers of supply problems? Via phone or email
as soon as we can determine it will
19. How quickly do you notify customers of supply and delivery issues? impact their delivery schedule
20. Do you provide trucking company names and contact phone numbers? Yes upon request
21. Can municipalities and/or their contracted private haulers make pickups at your stockpiles without special passes or security clearances? Varies by stockpile, TWIC card needed at Morrisville, PA. No pass needed at Bristol, PA.

CERTIFICATION

I, Daniel P Thompson, Assistant Secretary of Morton Salt, Inc., a Delaware corporation (the "Company") hereby certify that:

1. Attached hereto is a true and correct copy of a resolution duly adopted on October 1, 2012 by the Board of Directors of the Company; said resolutions not having been amended or revised in any manner and being in full force and effect as of the date hereof.
2. Christian H. Herrmann is a duly elected and acting Chief Executive Officer and President of Morton Salt, Inc. and Timothy McKean is a duly elected and acting Chief Financial Officer, Vice President and Treasurer of Morton Salt, Inc. as of the date hereof, and as such are duly authorized signatories in accordance with the resolution described in 1. above.
3. Attached hereto is a true and correct copy of a delegation of signature authorization signed by Christian H. Herrmann and Timothy McKean.



Daniel P. Thompson
Assistant Secretary
Morton Salt, Inc.

Dated:

SEP 0 4 2012

Morton Salt, Inc.
Excerpt from Board of Directors' Meeting
October 1, 2012

RESOLVED, that effective October 1, 2012, any two of the officers of the Corporation holding the positions listed below:

Chief Executive Officer and President;
Chief Financial Officer, Vice President and Treasurer; and,
Vice President, General Counsel and Secretary,

and to the extent delegated in writing, their designees, are hereby authorized, for and in the name and on behalf of the Corporation, and any subsidiary, affiliate or business unit thereof, to execute and deliver any and all applications, agreements, bids, bonds, certifications, notices, proxies, real estate conveyances, reports, stock certificates and other documents which they may deem necessary or advisable in furtherance of the business of the Corporation, subsidiary, affiliate or business unit, as the case may be, provided that two signatures be required on any document executed on behalf of the Corporation; such authorizations to be (i) subject to the limitations set forth in any applicable Board of Directors' resolution or published policy of the Corporation, and (ii) subject to the limitations set forth in any K+S AG policy or procedure; and

FURTHER RESOLVED, that the signatures of any two persons designated pursuant to the above resolution affixed to any document described therein shall constitute certification of his or her authority to execute said document on behalf of the Corporation.

**DELEGATION OF AUTHORITY AND POWER OF ATTORNEY
UNDER THE RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS ON OCTOBER 1, 2012
FOR MORTON SALT, INC.**

Pursuant to the authority granted by the Resolutions adopted by the Board of Directors of Morton Salt, Inc. (the "Company") on October 1, 2012 and the subsequent delegation of authority policy adopted by the Company effective May 1, 2017, any two of the following persons, signing together, as specified in the attached document, are authorized to execute and deliver contracts for the sale of bulk deicing ice control ("BDI") products on behalf of the Company. This delegation of authority and power of attorney supersedes any earlier delegations for the Company and remains in effect until the person no longer holds the position listed, or this delegation of authority is superseded, amended or terminated.

Effective Date: May 1, 2017

Morton Salt, Inc.

By:

Name: 
Christian H. Herrmann
Title: Chief Executive Officer and President

Morton Salt, Inc.

By:


Name: Timothy McKean
Title: Chief Financial Officer, Vice President and Treasurer

DELEGATION OF AUTHORITY FOR BULK DEICING/ICE CONTROL CONTRACTS UNDER THE CORPORATE RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS OF MORTON SALT, INC. ON OCTOBER 1, 2012

Morton Salt, Inc. requires the signature of two authorized representatives of Morton Salt, Inc. for all of its contracts for the sale of bulk deicing/ice control ("BDI") products, with the first signatory having the requisite dollar authority level to sign.

Effective May 1, 2017, pursuant to the Delegation of Authority and Power of Attorney granted pursuant to the resolutions adopted by the Board of Directors of Morton Salt, Inc. on October 1, 2012 and the subsequent Delegation of Authority policy dated May 1, 2017, any two of the following employees of Morton Salt, Inc. are authorized to execute and deliver contracts and related documents for the sale of bulk-deicing or ice control ("BDI") products based on the total Contract Value, which is defined as the amount of sales revenue for the entire contract term, not including any early termination rights or optional renewal terms:

First or Second signatory: Any of the following individuals may sign as a First Signatory in accordance with their corresponding dollar authority level based on total Contract Value, or as a Second Signatory regardless of their dollar authority level.	
Title/Job Position	Maximum Dollar Authority based on Contract Value
Chief Executive Officer	Unlimited
Chief Financial Officer, Vice President & Treasurer	\$50,000,000
Vice President, General Counsel & Secretary	\$50,000,000
Vice President, Bulk Deicing Sales and Marketing	\$25,000,000
Director, U.S. Government Bulk Deicing Sales and Marketing	\$5,000,000

Second Signatory only: The following individuals may sign <u>only as the Second Signatory</u> , along with a First Signatory from the table above, who has the requisite dollar authority based on total Contract Value.	
Title/Job Position	Authority (no dollar amount)
Manager, US BDI Planning & Reporting	May sign only as second signatory, with a first signatory that has requisite dollar authority
Manager, BDI Innovation & Process Efficiency	May sign only as second signatory, with a first signatory that has requisite dollar authority

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

04/27/2018

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

MORTON SALT, INC.

Is duly registered to do business under the laws of the Commonwealth of Pennsylvania and remains a registered Foreign Business Corporation so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Certificate of Registration shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written

Robert Lanes

Acting Secretary of the Commonwealth

Certification Number: TSC180427161689-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>

MORTON		Solicitation: Upper Dublin Township	
		Montgomery County 2018 - 2019 Rock Salt Bid	
		Generated 9/05/2018 11:14:38 AM Eastern	
Number	Category	RFI	Answer
1	General	How many years has your organization been in business as a Contractor?	190
2	General	How many years has your organization been in business under its present business name?	8
3	General	If a corporation, answer the following	Corporation
3.1	General	Date of incorporation:	7/13/2010
3.2	General	State of corporation:	Delaware
3.3	General	Name of President:	See Attachment
3.4	General	Vice President's name(s):	See Attachment
3.5	General	Name of Secretary or Clerk	See Attachment
3.6	General	Name of Treasurer	See Attachment
3.7	General	List name and address of all parties holding greater than ten percent (10%) interest in the corporation:	See Attachment
4	General	If individual or partnership, answer the following	See Attachment
4.1	General	Date of organization:	See Attachment
4.2	General	Name and address of all partners:	See Attachment
5	General	If other than corporation or partnership, describe organization and name principals:	See Attachment
6	General	What percentage of work is performed with your own forces?	The only portion of work subcontracted is the trucking.
7	General	Have you ever failed to complete any work awarded you? If so, note when, where, and why	No
8	General	List name of project, owner, architect, contract amount, percent complete and scheduled completion of the comparable salt supply projects your organization has progress on this date	North Hills COG PA- 46,075 tons Won- Contract completed 08/31/2018
8.1	General	List the name of project, owner, architect, contract amount, date of completion, percent of work with own forces of the salt supply projects your organization has completed in the past two (2) years which equal at least fifty percent (50%) of the total amount of the bid project under consideration:	State of Connecticut- 259,750 tons Won contract expired 06/30/2018
8.2	General	List the experience of the principal individuals of your organization:	N/A
8.3	General	List the categories in which your organization is legally qualified to do business in Pennsylvania	Furnishing Salt
8.4	General	List Trade references	State of Connecticut- Arlene Watson-Paulin@ arlene.watson-paulin@ct.gov, State of Kentucky- Jennifer Houchin- 502-564-4690 ext. 3695, State of Tennessee- Jessica Starling- 615-532-0352
8.5	General	List Bank references	JP Morgan Chase
8.6	General	List the Name of Bonding Company and name and address of agent	Liberty Mutual Insurance Co Agent: Willis of Illinois 233 S Wacker Dr. Suite 2000 Chicago, IL. 60606

MORTON SALT							
Solicitation: Upper Dublin Township		Montgomery County 2018 - 2019 Rock Salt Bid					
Generated 9/05/2018 11:00:07 AM Eastern							
Line Item	Description	Type	Unit of Measure	Quantity	Unit Price	Extended Bid	Comment
101	Rock Salt	BASE	Ton - Non-Delivered	1	\$49.00	\$49.00	
102	Rock Salt	BASE	Ton - Delivered	54840	\$49.42	\$2,710,192.80	

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Professional Services Agreement – Five Points Intersection Lighting Plans and Bid Documents.

MEETING DATE: October 22, 2018

ITEM NUMBER: #7

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager



BOARD LIAISON: Candyce Fluehr, Chairman

BACKGROUND:

As a part of Penn Dot's design for the improvements to the Five Points Intersection a study of the requirements for street lighting at the intersection was completed. Based on the results of the study, the following street lighting improvement will be required to be performed at the intersection:

1. The project will require the relocations of several utility poles which will necessitate the removal and replacement of five (5) existing luminaires marked in yellow on the attached plan. These luminaires are owned by the Township and their relocation/replacement is the Township's responsibility. The replacement luminaires will be 400 Watt LED fixtures and will be placed on the relocated PECO utility poles.
2. The study identified the need for two (2) new luminaires to be installed in order to meet Penn Dot's lighting design requirements. These lights are identified in blue on the attached plans. These lights will be 400 Watt LED mounted on separate aluminum poles. The cost for installation of these two poles and luminaires will be Penn Dot's responsibility. Following installation, the poles and lights will be the Township's maintenance responsibility.
3. The study identified the need for five (5) additional 400 Watt LED luminaires in order to meet the Township's Street Lighting Specifications which are greater than Penn Dot's requirements. These lights are identified in orange on the attached plans. The cost for installation of these five (5) luminaires on PECO utility poles will be the Township's responsibility.

Traffic Planning and Design, Inc., the Townships traffic and lighting engineer has provided the attached Professional Services Agreement – Letter of Engagement to perform the necessary plans and bid documents for this work.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT:

The cost for the design and bid preparation services will be \$18,500 and will be included in the 2019 Capital Budget. The estimated cost for the purchase and installation of replacement and new luminaires will be determined upon completion of the design.

RECOMMENDATION:

Staff recommends that the Board accept the proposal from Traffic Planning and Design, Inc. to prepare the Five Points Intersection Lighting Plans and Bid Docs Street Lighting Plan per their Professional Services Agreement – Letter of Engagement dated August 14, 2018 at a cost of \$18,500.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby accept the proposal from Traffic Planning and Design, Inc. to prepare the Five Points Intersection Lighting Plans and Bid Docs Street Lighting Plan per their Professional Services Agreement – Letter of Engagement dated August 14, 2018 at a cost of \$18,500.

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
Mathew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Frank R. Bartle, Esq.



TRAFFIC PLANNING AND DESIGN, INC.

WWW.TRAFFICPD.COM

Professional Services Agreement – Letter of Engagement

Date: August 14, 2018 Client: Montgomery Township

Client Address: 1001 Stump Road
Montgomeryville, PA 18936-9605

Client Contact: Mr. Larry Gregan – Montgomery Township Manager

Project Name: Five Points Intersection Lighting Plans and Bid Docs

Municipality/County/State: Montgomery Twp. / Montgomery Co. / Pennsylvania

TPD Project Manager: Frank G. Falzone Jr., P.E.

TPD Project No.: MOTO.00011

Traffic Planning and Design, Inc. (TPD) is pleased to submit this Letter of Engagement regarding the above-referenced project. This Agreement will be between TPD and Montgomery Township ("Client").

SCOPE OF SERVICES

Upon Client's authorization, TPD will perform the following tasks, which represent initial services for this project:

TASK I. INITIAL EVALUATION

1. Coordination with the Client and the PennDOT Project Team.
2. Obtain Project Design Files – Prepared by McCormick Taylor.

TASK II. LIGHTING PLAN PREPARATION

1. Prepare Title Sheet and Proposed Conditions (Lighting Plan) sheet.
2. Include applicable Roadway Lighting Construction Details.
3. Include Luminaire Schedule for installation characteristics, including, but not limited to, mounting height, arm length, luminaire catalog number, etc.
4. Prepare the Plan(s) per PennDOT and Client requirements.
5. Submission of Lighting Plan Set to the Client and PennDOT Project Team.

TASK III. BIDDING AND CONTRACT DOCUMENTS

1. Coordinate with all interested parties (Montgomery Township, PennDOT, and PECO) to ensure timing of PennDOT/PECO work activities and items that will need to be covered by the Township.
2. Estimate construction item quantities to be used for bidding.
3. Coordinate with Design Engineer to prepare the Technical Specifications for the proposed project and prepare all necessary Contract Documents for the construction of the project.
4. TPD will assemble the entire Bidding and Contract Documents (utilizing the EJCDC documents for small projects), including but not limited to: Instruction to Bidders, General and Supplemental Requirements, Special Provisions, Bond and Bid Form sheets.
5. Assist Client in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding and Contract Documents have been issued.
6. Administer, manage and maintain the entire bidding process utilizing the PennBid™ Bid Management System.
7. Schedule, organize and attend a pre-Bid conference.
8. Review, log and respond to any Request for Information (RFI) made.
9. Issue Addenda as appropriate to clarify, correct, or change the Bidding and Contract Documents.
10. After the Bid opening, prepare Bid tabulation summary sheets, and assist Client in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
11. Provide information or assistance needed by Client in the course of any negotiations with prospective contractors.
12. Following the selection and approval of the winning Bidder by the Township, TPD will prepare and issue the Notice of Award (NOA).
13. Consult with Client as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding and Contract Documents.
14. Schedule, organize and attend a pre-Construction meeting and issue Notice to Proceed (NTP) to Contractor, if appropriate.

CONDITIONS

1. TPD's Proposal for Professional services excludes Construction Management and Construction Inspection services, but these services can be provided as needed.
2. Meeting attendance, not specifically addressed in Task I, II, and/or III, will be billed outside of the scope of TPD's Proposal for Professional services and will be billed at the hourly rate of the individual attending the meeting.
3. Lighting Design and Analysis prepared by McCormick Taylor will be referenced for the preparation of the Lighting Plan(s). TPD will not be responsible to perform separate intersection lighting analysis (i.e. illuminance, luminance, uniformity, or glare calculation).
4. TPD's Lighting Plan(s) will not include electrical design and/or wiring details, voltage drop calculations, or any other details concerning the powering of the proposed light fixtures. These details will be required of the Contractor.

FEES AND EXPENSES

PROFESSIONAL SERVICES

The services described above will be provided based on TPD's current fee schedule. TPD's fee for these professional services is **\$18,500.00**. TPD will not proceed with services beyond this fee unless first obtaining additional authorization from Client.

EXPENSES

It is assumed that the bid documents will be made available to contractors electronically and that it will not be necessary for TPD to prepare or provide paper copies of bid documents to contractors or others. Any charges associated with advertisement will be paid by the Client. Expenses such as copies, prints, postage, mileage, next-day mail, and hand-delivery of materials are **not** included in the fee for professional services, and will be billed in addition to TPD's professional services.

{Continue to next Page for TPD Standard Terms and Conditions}

Terms and Conditions

1. *Payment Terms*

- a. *Invoices:* TPD shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make full payment on any undisputed amount due to TPD within 30 days after receipt of TPD's invoice, then (1) the amounts due to TPD will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less), and (2) in addition TPD may, after giving seven days written notice to Client, suspend services under this Agreement until TPD has been paid in full all amounts due. Client waives any and all claims against TPD for any such suspension.
- b. *Payment:* As compensation for TPD providing or furnishing services, Client shall pay TPD as set forth in TPD's Professional Services Agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise TPD in writing of the specific basis for doing so, and may withhold only that portion so disputed, and must pay the undisputed portion.

2. *Instruments of Service*

- a. All Documents are Instruments of Service. TPD shall retain the copyright thereto, and an ownership and property interest therein whether or not the project is completed.
- b. TPD grants Client a non-exclusive license to use the Instruments of Service solely and exclusively for the purpose of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Client may make and retain copies of documents for information and reference in connection with use on the project by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the specific project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by TPD, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to TPD or to TPD's Consultants. Client shall defend, indemnify and hold harmless TPD and TPD's Consultants from all claims, damages, losses, economic damages and expenses, including attorneys' fees arising out of or resulting from such reuse or modification.

3. *Standard of Care*

TPD will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily used by members of the subject profession currently practicing in the same locality under similar conditions. No other representation and no warranty or guarantee, express or implied, is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

4. *Limitation of Liability*

- a. To the fullest extent permitted by law, the total liability in the aggregate, of TPD and TPD's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to TPD's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of this Agreement, misrepresentation, or breach of warranty of TPD or TPD's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by TPD under this Agreement or \$50,000 whichever is greater.
- b. Client and TPD agree to a mutual waiver of special, incidental, indirect, or consequential damages including but not limited to defense costs, attorney's fees, loss of profits, loss of use arising out of, resulting from, or in any way related to the project or this Agreement.

- c. TPD shall not be responsible for any acts or omissions, or accuracy of data and or information supplied upon which TPD may rely, of any Client, contractor, subcontractor, or supplier, or any agents or employees or any other persons acting on behalf of Client, contractor, subcontractor, or supplier; or for any decision made on interpretations or clarifications of information supplied by Client, contractor, subcontractor, or supplier without consultation and advice of TPD.

5. Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay TPD for its services is a substantial failure to perform and a basis for termination.
 - b. By TPD:
 - 1) upon written notice if Client demands that TPD furnish or perform services contrary to TPD's responsibilities as a licensed professional; or
 - 2) upon written notice if TPD's services are delayed for more than 60 days for reasons beyond TPD's control.
 - c. TPD shall not be obligated to resume services under the Agreement until Client has paid all sums previously due and owed by Client.
 - d. TPD shall have no liability to Client on account of a termination for cause by TPD.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice.
 - 2. For convenience, by Client effective upon TPD's receipt of written notice from Client.
- B. In the event of any termination under Paragraph 5, TPD will be entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the services, and TPD's consultants' charges, if any.

6. Successors and Beneficiaries

- a. TPD and Client each is hereby bound and the successors, executors, administrators, and legal representatives of TPD and Client are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- b. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or TPD to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client named in TPD's Professional Services Agreement and TPD and not for the benefit of any other party.

7. Dispute Resolution

Prior to the initiation of any legal proceedings, Client and TPD agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

8. *General Conditions*

- a. TPD shall complete its services in accordance with the schedule identified in the Professional Services Agreement or if no time period is specified, within a reasonable period of time.
- b. If, through no fault of TPD, such periods of time or dates are changed, or the orderly and continuous progress of TPD's services is impaired, or TPD's services are delayed or suspended, then the time for completion of TPD's services, and the rates and amounts of TPD's compensation, shall be adjusted equitably.
- c. TPD shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall TPD have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. TPD shall not be responsible for the acts or omissions of any Constructor. TPD neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- d. TPD's opinions (if any) of probable construction cost are to be made on the basis of TPD's experience, qualifications, and general familiarity with the construction industry. However, because TPD has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, TPD cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by TPD. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate.
- e. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.
- f. This Agreement is to be governed by the law of the state in which the project is located.

9. *Total Agreement*

- a. This Agreement (together with any expressly incorporated attachments), constitutes the entire agreement between TPD and Client and supersedes all prior written or oral understandings. This Agreement may only be amended or modified by a TPD representative.
- b. Signatures transmitted via facsimile or in PDF format by electronic mail shall be binding upon the parties hereto with the same force and effect as original signatures.
- c. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all counterparts together shall constitute one and the same instrument and may be transmitted electronically with the same legal effect as if manually signed originals had been delivered.

{Continue to next page for Authorization Page}

AUTHORIZATION PAGE

Terms and Conditions for this Letter of Engagement

TPD's standard Terms & Conditions below shall be considered part of this Letter of Engagement.

Confidentiality

Client agrees that any unauthorized use or disclosure of TPD's standard Terms and Conditions or rate schedule constitutes a violation of applicable state laws, regarding, without limitation, unfair competition, misappropriation, and trade secrets.

Client Acceptance

TPD's offer of services under this Agreement shall remain valid for thirty (30) calendar days from the date of this letter. Acceptance of the Agreement after the end of the thirty (30) day period shall be valid only if TPD elects, in writing, to reaffirm the letter, and waives its right to re-evaluate and resubmit the letter. In order for TPD to begin our services, we request that Client review this Agreement and return the signed authorization to our office.

Prepared by:

Traffic Planning and Design, Inc. (TPD)



Frank G. Falzone Jr., P.E. - Project Manager

Client Authorization (TPD Job # MOTO.00011)

Client authorizes TPD to proceed with the services as described within this Agreement:

Signature: _____

Name (Please Print): _____

Position: _____ Firm: _____

Date: _____ E-mail Address: _____

Phone Number: _____

Please retain one copy for your file and forward an executed copy to TPD.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Award of Contract – Audit of 2018, 2019, and 2020 Financial Statements

MEETING DATE: October 22, 2018

ITEM NUMBER: #8

MEETING/AGENDA: Work Session

ACTION **xx**

NONE

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

INITIATED BY: Ami Tarburton
Finance Director



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

BACKGROUND:

In December of 2016, the Board of Supervisors accepted a proposal from Maillie, LLP to perform the audit of the financial statements of the Township, the Fire Department of Montgomery Township (FDMT) and its relief association (FDMTRA) for 2016 as recommended by the Finance Committee. In October of 2017, the board again accepted a similar proposal from Maillie, LLP to perform the 2017 audit. Maillie, LLP has provided excellent service, responds promptly to all questions or concerns, and produces an accurate, professional final report. We have received a proposal from Maillie, LLP to prepare the Audited Financial Statements for the period ending December 31, 2018, 2019, and 2020 at a cost of \$25,000, \$25,500, and \$26,000 respectively for the Township; \$3,600, \$3,700, and \$3,700 respectively for the FDMT; and \$4,050, \$4,100, and \$4,100 respectively for the FDMTRA. The proposed fee for the 2018 audits is equal to the fee charged for the 2017 audit, with a 2% increase thereafter.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The total fees of \$32,650 have been factored into the 2019 preliminary budget.

RECOMMENDATION:

Staff recommends that the Board accept the proposal from Maillie, LLP for audit of the financial statements of the Township, FDMT, and FDMTRA as detailed in the attached cost proposal.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby accept the proposal from Maillie, LLP to perform the annual audits of the financial statements of the Township, Fire Department of Montgomery Township, and the Fire Department of Montgomery Township Relief Association for the period ending December 31, 2018, 2019, and 2020, at an annual cost of \$32,650, \$33,300, and \$33,800, respectively, in accordance with the proposals.

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.



Partners

Robert L. Caruso
Deborah L. Horn
Edward J. Furman
Craig S. Springer
Robert L. Boland
Danielle VanderWerf
Richard A. Flanagan IV
Donald J. Pierce
Robert C. Hershey, Jr.
Gregory J. Shank
Laurie E. Harvey
William Breslawski, Jr.
Edward Fronczkowski

April 12, 2018

To the Board of Supervisors
c/o Mr. Larry Gregan, Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

The following represents our understanding of the services we will provide Montgomery Township.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information of Montgomery Township as of December 31, 2018, 2019 and 2020, and for the years then ended and the related notes to the financial statements, which collectively comprise the Montgomery Township's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America require that management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule
3. Schedule of Changes in the Net Police Pension Plan Liability and Related Ratios
4. Schedule of Police Pension Plan Contributions
5. Schedule of Police Pension Plan Investment Returns
6. Postemployment Benefits Other Than Pension Funding Progress
7. Trend Data on Infrastructure Condition

To the Board of Supervisors
c/o Mr. Larry Gregan, Township Manager
Montgomery Township

- 2 -

April 12, 2018

Supplementary information other than RSI will accompany the Montgomery Township's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. General Fund
 - Schedule of Revenues and Other Financing Sources
 - Schedule of Functional Expenditures by Activity and Other Financing Uses
2. Other Governmental Funds
 - Combining Balance Sheet
 - Combining Schedule of Revenues, Expenditures and Changes in Fund Balances
3. Capital Reserve Fund
 - Budgetary Comparison Schedule
4. Nonmajor Special Revenue Funds
 - Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual
5. Nonmajor Capital Projects Funds
 - Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual
6. Nonmajor Debt Service Fund
 - Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual
7. Agency Fund
 - Statement of Changes in Assets and Liabilities

Also, the document we submit to you will include the following other additional information that will **not** be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory Section
2. Statistical Section



To the Board of Supervisors
c/o Mr. Larry Gregan, Township Manager
Montgomery Township

- 3 -

April 12, 2018

AUDITOR RESPONSIBILITIES

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Montgomery Township's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.



To the Board of Supervisors
c/o Mr. Larry Gregan, Township Manager
Montgomery Township

- 4 -

April 12, 2018

REPORTING

We will issue a written report upon completion of our audit of the Montgomery Township's basic financial statements. Our report will be addressed to the governing body of the Montgomery Township. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

MANAGEMENT RESPONSIBILITIES

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
6. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.



To the Board of Supervisors
c/o Mr. Larry Gregan, Township Manager
Montgomery Township

- 5 -

April 12, 2018

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

We will perform the following nonattest services:

1. Preparation of financial statements based on your trial balances.
2. Preparation of the Commonwealth of Pennsylvania Department of Community and Economic Development Municipal Annual Audit and Financial Report.

With respect to any nonattest services we perform, the Montgomery Township's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

As part of our audit process, we will request from management and those charged with governance, written confirmation concerning representations made to us in connection with the audit.

OTHER

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Edward J. Furman, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Maillie LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required by the individuals assigned to the engagement, plus direct out-of-pocket expenses. Invoices will be rendered as work progresses and expenses are incurred and are payable upon presentation. We estimate that our fee for the audit will be \$25,000, \$25,500 and \$26,000 for the years ending December 31, 2018, 2019 and 2020, respectively. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.



To the Board of Supervisors
c/o Mr. Larry Gregan, Township Manager
Montgomery Township

- 6 -

April 12, 2018

In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not resume until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed complete upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

The audit documentation for this engagement is the property of Maillie LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to various regulators pursuant to authority given to them by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Maillie LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to various regulators. The various regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

It is our policy to keep records related to this engagement for seven years. However, Maillie LLP does not keep any original records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for future possible use, including potential examination by government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven year period, Maillie LLP shall be free to destroy our records related to this engagement.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.



To the Board of Supervisors
c/o Mr. Larry Gregan, Township Manager
Montgomery Township

- 7 -

April 12, 2018

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

MAILLIE LLP

Edward J. Furman, CPA

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the **Montgomery Township** by:

Title: _____



To the Board of Directors
c/o Mr. Larry Gregan, Treasurer
Fire Department of Montgomery Township

- 2 -

October 18, 2018

REPORTING

We will issue a written report upon completion of our audit of the Fire Department of Montgomery Township's basic financial statements. Our report will be addressed to the Board of Directors of the Fire Department of Montgomery Township. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

MANAGEMENT'S RESPONSIBILITIES

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity with whom we determine it necessary to obtain audit evidence.
4. For including the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
6. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.



To the Board of Directors
c/o Mr. Larry Gregan, Treasurer
Fire Department of Montgomery Township

- 3 -

October 18, 2018

We will perform the following nonattest services:

1. Preparation of financial statements based on your trial balances.
2. Preparation of depreciation schedules.

With respect to any nonattest services we perform, the Fire Department of Montgomery Township's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

As part of our audit process, we will request from management and those charged with governance, written confirmation concerning representations made to us in connection with the audit.

OTHER

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential accounting and/or financial data, without the clients being specifically identified, to a third party, Sageworks, Inc., for statistical and/or industry research and/or benchmarking purposes only. In the course of this engagement, or thereafter, as long as you are a client of Maillie LLP, we may wish to provide your confidential data to that third party in such a format. You will not be identified in any way. By your signature on this letter, you expressly authorize us to make such disclosure of your confidential accounting and/or financial data, as we may elect within our discretion, with the understanding that, in doing so, you will not be specifically identified.

Edward J. Furman, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Maillie LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.



To the Board of Directors
c/o Mr. Larry Gregan, Treasurer
Fire Department of Montgomery Township

- 4 -

October 18, 2018

Our fees are based on the amount of time required by the individuals assigned to the engagement, plus direct out-of-pocket expenses. Invoices will be rendered as work progresses and expenses are incurred and are payable upon presentation. We estimate that our fee for the audit will be \$3,600, \$3,700 and \$3,700 for the years ended December 31, 2018, 2019 and 2020, respectively. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not resume until your account is paid in full. The Fire Department of Montgomery Township further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the Fire Department of Montgomery Township's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. If we elect to terminate our services for nonpayment, our engagement will be deemed complete upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

The audit documentation for this engagement is the property of Maillie LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to various regulators pursuant to authority given to them by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Maillie LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to various regulators. The various regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

It is our policy to keep records related to this engagement for seven years. However, Maillie LLP does not keep any original records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for future possible use, including potential examination by government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven year period, Maillie LLP shall be free to destroy our records related to this engagement.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;



To the Board of Directors
c/o Mr. Larry Gregan, Treasurer
Fire Department of Montgomery Township

- 5 -

October 18, 2018

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultation with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

MAILLIE LLP

Edward J. Furman

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the **Fire Department of Montgomery Township** by:

Title: _____



Partners

- Robert L. Caruso
- Deborah L. Horn
- Edward J. Furman
- Craig S. Springer
- Robert L. Boland
- Danielle VanderWerf
- Richard A. Flanagan IV
- Donald J. Pierce
- Robert C. Hershey, Jr.
- Gregory J. Shank
- Laurie E. Harvey
- William Breslawski, Jr.
- Edward Fronczkowski

October 18, 2018

To the Board of Directors
c/o Mr. Larry Gregan, Treasurer
Fire Department of Montgomery Township
Relief Association
1001 Stump Road
Montgomeryville, PA 18936-9605

You have requested that we audit the basic financial statements of the Fire Department of Montgomery Township Relief Association, which comprise the statement of financial position as of December 31, 2018, 2019 and 2020, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

AUDITOR RESPONSIBILITIES

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Fire Department of Montgomery Township Relief Association's compliance with certain provisions of laws, regulations, contracts and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions is not an objective of our audit, and, accordingly, we will not express such an opinion.



To the Board of Directors
c/o Mr. Larry Gregan, Treasurer
Fire Department of Montgomery Township
Relief Association

- 2 -

October 18, 2018

REPORTING

We will issue a written report upon completion of our audit of the Fire Department of Montgomery Township Relief Association's basic financial statements. Our report will be addressed to the Board of Directors of the Fire Department of Montgomery Township Relief Association. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

MANAGEMENT'S RESPONSIBILITIES

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity with whom we determine it necessary to obtain audit evidence.
4. For including the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
6. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.



To the Board of Directors
c/o Mr. Larry Gregan, Treasurer
Fire Department of Montgomery Township
Relief Association

- 3 -

October 18, 2018

We will perform the following nonattest services:

1. Preparation of financial statements based on your trial balances.
2. Preparation of depreciation schedules.

With respect to any nonattest services we perform, the Fire Department of Montgomery Township Relief Association's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

As part of our audit process, we will request from management and those charged with governance, written confirmation concerning representations made to us in connection with the audit.

OTHER

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential accounting and/or financial data, without the clients being specifically identified, to a third party, Sageworks, Inc., for statistical and/or industry research and/or benchmarking purposes only. In the course of this engagement, or thereafter, as long as you are a client of Maillie LLP, we may wish to provide your confidential data to that third party in such a format. You will not be identified in any way. By your signature on this letter, you expressly authorize us to make such disclosure of your confidential accounting and/or financial data, as we may elect within our discretion, with the understanding that, in doing so, you will not be specifically identified.

Edward J. Furman, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Maillie LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.



To the Board of Directors
c/o Mr. Larry Gregan, Treasurer
Fire Department of Montgomery Township
Relief Association

- 4 -

October 18, 2018

Our fees are based on the amount of time required by the individuals assigned to the engagement, plus direct out-of-pocket expenses. Invoices will be rendered as work progresses and expenses are incurred and are payable upon presentation. We estimate that our fee for the audit will be \$4,050, \$4,100 and \$4,100 for the years ended December 31, 2018, 2019 and 2020, respectively. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not resume until your account is paid in full. The Fire Department of Montgomery Township Relief Association further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the Fire Department of Montgomery Township Relief Association's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. If we elect to terminate our services for nonpayment, our engagement will be deemed complete upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

The audit documentation for this engagement is the property of Maillie LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to various regulators pursuant to authority given to them by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Maillie LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to various regulators. The various regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

It is our policy to keep records related to this engagement for seven years. However, Maillie LLP does not keep any original records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for future possible use, including potential examination by government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven year period, Maillie LLP shall be free to destroy our records related to this engagement.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;



To the Board of Directors
c/o Mr. Larry Gegan, Treasurer
Fire Department of Montgomery Township
Relief Association

- 5 -

October 18, 2018

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultation with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

MAILLIE LLP

Edward J. Furman

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the **Fire Department of Montgomery Township Relief Association** by:

Title: _____

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Request for Approval of DFS & FDMT 2018-2019 PA Fire Commissioner's Grant Application

MEETING DATE: October 22, 2018

ITEM NUMBER: #9

MEETING/AGENDA:

ACTION X

NONE

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

INITIATED BY: Richard M. Lesniak
Director of Fire Services

BOARD LIAISON: Tanya Bamford, Liaison to the
Public Safety Committee



BACKGROUND:

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

The DFS and FDMT intend to use this funding to purchase a fire hose, personal protective equipment, and battery operated combination tool rescue equipment.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

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

RECOMMENDATION:

It is recommended that the Board of Supervisors grant approval for the DFS and FDMT to submit applications to the PA Fire Commissioner's Volunteer Firefighter/Ambulance Service Grant program for the purchase of a fire hose, personal protective equipment, and battery operated combination tool rescue equipment.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby grant approval to the DFS and FDMT to submit applications to the PA Fire Commissioners Volunteer Firefighter / Ambulance Service Grant program for the purchase of a fire hose, personal protective equipment, and battery operated combination tool rescue equipment.

ROLL CALL:

Tanya Bamford	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew Quigg	Aye	Opposed	Abstain	Absent
Michael J. Fox	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: Authorize Township Manager to obtain bids for Ash Tree Removal Project in Windlestrae Park, Main Section, Rose Twig Park and Memorial Grove Open Space Area (Phase 4 –950 +/- Trees)

MEETING DATE: October 22 2018

ITEM NUMBER: #10

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Michael J. Fox, Township Supervisor
Liaison to Shade Tree Commission



BACKGROUND:

The Emerald Ash Borer (EAB) is an invasive forest insect from Asia responsible for the deaths of millions of ash trees throughout the eastern half of the U. S. and Canada. Surveys were conducted in 2014 and 2015 in Township parks including Spring Valley Park, Windlestrae Park, Fellowship Park and the Knapp Road Natural area which identified nearly 750 ash trees on these sites alone that could potentially be affected by this infestation.

The Public Works Department has been very active cutting down trees throughout the parks and open space areas that are or have died and pose a potential threat of falling and causing property damage and/or injury. The Township, with the assistance of Curt Eshleman, identified high risk trees on Township properties along property lines, trails, roads and sidewalks for removal. Currently, approximately 295 trees have been identified in the Zehr Section of Windlestrae Park, 50 trees along Enclave Blvd part of Friendship Park and 78 trees in the Gwynedd Lea for a total count of 420 +/- trees.

This tree removal project would require the formal bid process. The bid documents have been prepared and reviewed by the Township's Solicitor, Landscape Consultant, Curt Eshleman, and DVIT.

The work under this contract includes the furnishing of all labor, materials and equipment necessary and incidental for the falling of trees to within 12 inches or less of ground level and no material is to be left in any watercourse.

PREVIOUS BOARD ACTION:

The Board of Supervisors awarded phase I of the Ash Tree Removal Program for 237 +/- trees at Spring Valley Park on December 2017 in the amount of \$29,600 and in February 2018 phase II for 403 +/- trees at Autumn Woods/Winner Circle Open Space areas in the amount of \$135,000 in September 2018 phase III for 420 +/- trees at the Zehr Section of Windlestrae Park, Friendship Park and Gwynedd Lea Open Space in the amount of \$73,500.00

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

Estimate possible \$150,000 expenditure.

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the Township Manager to obtain bids for the Ash Tree Removal Project at the Main Section of Windlestrae Park, Rose Twig Park and Memorial Grove Open Space Area.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the Township Manager to obtain bids for the Ash Tree Removal Project at the Main Section of Windlestrae Park, Rose Twig Park and Memorial Grove Open Space Area.

MOTION _____ SECOND _____ VOTE: _____

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 Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank Bartle, Esq.

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the **Montgomery Township** located at 1001 Stump Road, Montgomeryville, PA 18936, until **10:00 A.M.**, prevailing time on **November 14, 2018** at which time and place the bids shall be publicly opened and read aloud for:

DEAD AND DISEASED TREE REMOVAL PROGRAM – APPROX. 950 +/- TREES

WINDLESTRAE PARK: WILLIAM F. MAULE & ROSE TWIG SECTIONS and MEMORIAL GROVE OPEN SPACE

This project involves the felling of approximately **950 +/-** Dead and Diseased Trees in the above noted properties owned by Montgomery Township.

Bidding Documents may be obtained at the **Montgomery Township Municipal Building, 1001 Stump Road, Montgomeryville, PA 18936**, free of charge if picked up and a cost of \$10.00 per set for postage and handling if mailing is requested. Checks should be made payable to Montgomery Township. Amounts paid for bidding documents are non-refundable. Bidding Documents may be examined at the Township Administration Building, between the hours of 9:00 A.M. to 4:00 P.M., Monday through Friday.

Each bid shall be submitted in accordance with the Instructions to Bidders and must be accompanied by a original Bid Bond or Certified Check for not less than ten percent (10%) of the Bid amount payable to the **Township of Montgomery**.

Each bid must be enclosed in a securely sealed opaque envelope and endorsed: **“Dead and Diseased Tree Removal Program – Windlestrae Park: Maule & Rose Twig Sections and Memorial Grove”** with the name and address of the Bidder clearly marked on the envelope and delivered to the Township Manager, Montgomery Township 1001 Stump Road, Montgomeryville, PA 18936. Bids will not be accepted at the Police Department.

The successful Bidder shall be required to furnish proof of insurance and bonds for Performance, Payment, and Maintenance in such form as meets the approval of the Township of Montgomery and having as security thereon such Surety company or companies as are approved by the Township of Montgomery.

This project is subject to applicable provisions of Act 127 Pennsylvania Public Works Employment Verification as amended.

A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Bids may be withdrawn within two (2) business days after the opening of Bids only by the withdrawing Bidder's strict compliance with 73 P.S. §1602 and any subsequent amendments.

The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

A **Mandatory Pre-Bid** conference shall be held at the Montgomery Township Municipal Building at **10:00 A.M. on November 7, 2018** for all interested Bidders. Please reserve two hours for field visit of site after meeting.

The Township of Montgomery reserves the right to reject any and all bids or parts thereof or to waive any informalities or irregularity as deemed in the best interest of Montgomery Township.

By order of:

Owner: Montgomery Township

Dated: August 2018

2018 ASH TREE PROJECT - PHASE IV

Windlestrae Park - Maule Section				Windlestrae Park - Rose Twig Section				Memorial Grove			
	QTY	haul away or fell only	est cost for removal		QTY	haul away or fell only	est cost for removal		QTY	haul away or fell only	est cost for removal
Right side of Main Entrance along creek	108	haul away		Area between Parking 2 and Parking 3	46	haul away		Open Space along Kenas Road - Davis Drive to Horsham Road	111	fell only	
Continue along creek to behind corn field	139	haul away		Area left side of Parking 2 and 3 along Creek	147	fell only		Along trail at Sundial Area	17	fell only	
Behind corn field	16	fell only		Back side of Rose Twig trail	28	fell only		Trail in woods towards Usher Lane	12	fell only	
Behind Neshaminy Falls, turn alongside pond to Windlestrae House	85	haul away		Walking trail into woods behind Rose Twig trail	6	fell only		Behind 100 Annabel Rd	1	fell only	
Windlestrae House	16	haul away		Behind homes - 121 Rose Twig Lane to 113 Rose Twig Lane	31	fell only		Behind 107 Virginia Court	7	fell only	
Along trail at lower side of pond by baseball fields	43	haul away		111 Rose Twig Lane	1	fell only		Behind 114 Usher Lane	4	fell only	
along trail behind Neshaminy Falls towards Kenas Road	79	fell only						Behind 115 Usher Lane	18	fell only	
Open Space area along Kenas Road - Davis Drive to footbridge	19	fell only						Behind 102 Nevermore Circle	12	fell only	
Total # trees marked	505			Total # trees marked	259			Total # trees marked	182		

TOTAL BID +/- 950 trees \$ _____

(total trees marked = 946 +/-)

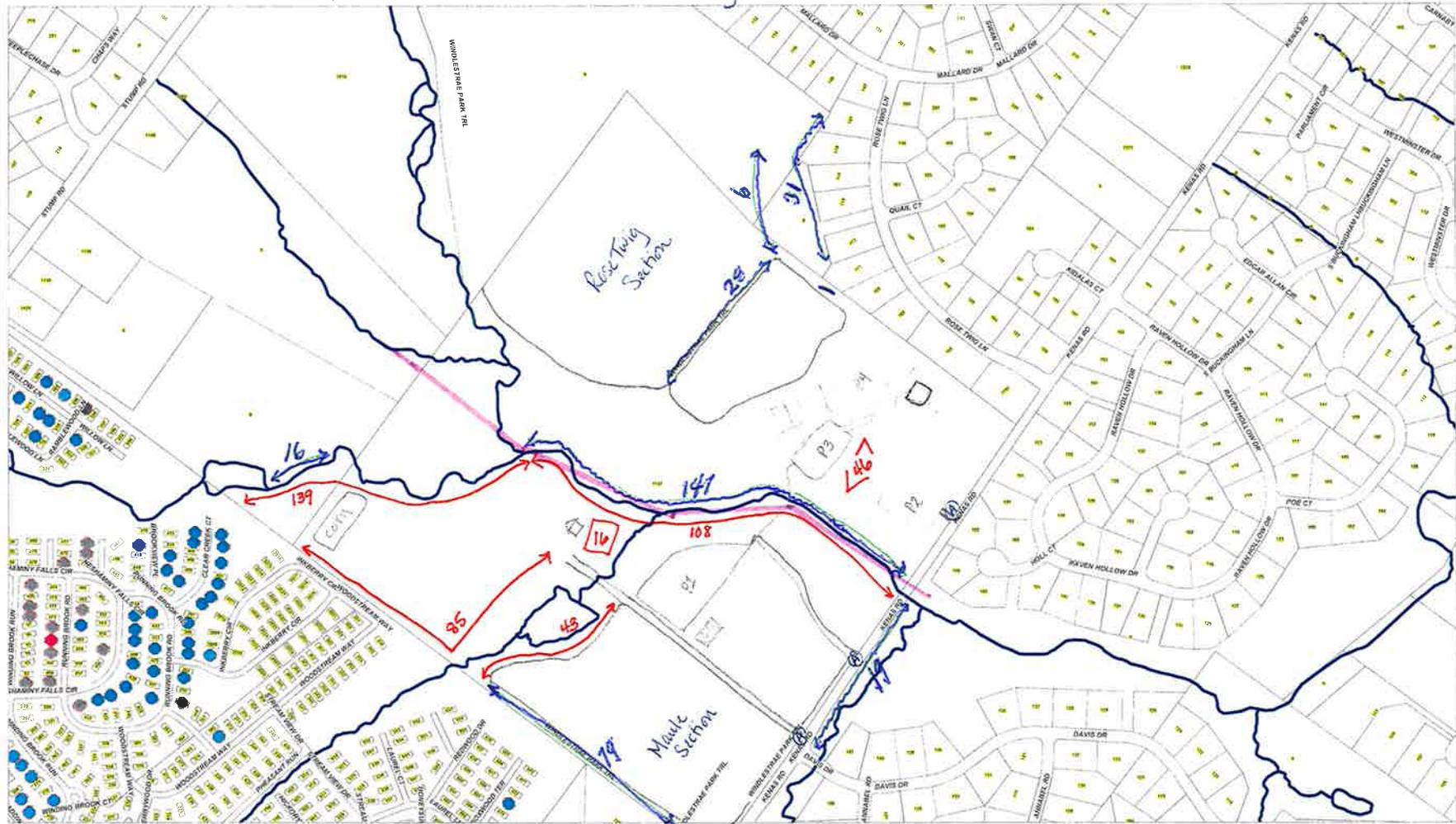
437 trees to be hauled away marked in RED

509 trees to be felled marked in WHITE

Montgomery Twp

Windlestrae Park - Maule & Rose Twig Sections

- Fire Services**
- Smoke Detectors
 - 2014
 - 2015
 - 2016
 - 2017
 - 2018
- Public Works**
- DOT Intersections
- Streets**
- Twp Boundary
- Address**
- Address
- Features**
- Streams
 - Buildings
 - ▭ Parcels
 - ▭ ParcelsHighlight
 - ▭ Hatfield Parcels



SCALE 1 : 5,306



Montgomery Twp

Memorial Grove

- Fire Services**
 - Smoke Detectors
 - 2014
 - 2015
 - 2016
 - 2017
 - 2018
- Public Works**
 - DOT Intersections
 - Twp Boundary
 - Streets
- Abc** Address
- Features**
 - Streams
 - Buildings
- Parcels**
 - ParcelsHighlight
 - Hatfield Parcels



SCALE 1 : 5,306



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Conditional Use Written and Order - Henderson Partnership #C70 – Redline Athletics Youth Athletic Training Center at 101 Commerce Drive

MEETING DATE: October 22, 2018 ITEM NUMBER: #11

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

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

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

BACKGROUND:

The applicant, Henderson Partnership, sought Conditional Use approval to allow RedLine Athletics Youth Athletic Training Center to occupy 10,000 sf of tenant space at 101 Commerce Drive. The property is currently zoned I-Industrial and currently occupied by Lymphacare (durable medical goods) 4,000 sf and Master Tech Automotive repair, 6,000 sf. RedLine Athletics proposes to occupy the remaining 10,000 sf.

The matter involves adoption of the Written "Decision and Order" for the conditional use application concerning RedLine Athletics Youth Athletic Training Center at 101 Commerce Drive.

The Board of Supervisors adopted a Resolution, granting the requested the conditional Use approval on September 24, 2018.

Pursuant to the MPC, the Solicitor has a formal written decision and order memorializing the Board's granting the requested conditional use.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

The applicant was granted relief from the Zoning Hearing Board on August 1, 2018 allowing 63 parking spaces whereas 73 spaces are required for the combined uses and

PREVIOUS BOARD ACTION: A public hearing was held on September 24, 2018.

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT: None.

RECOMMENDATION: Approve decision and order.

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 approve the Decision and Order regarding the Conditional Use application of Henderson Partnership, to allow Redline Athletics Youth Athletic Center to occupy 10,000 sf of tenant space at 101 Commerce Drive which is zoned I-Industrial, which is permitted by conditional use.

MOTION BY:

SECOND BY:

VOTE:

DATE:

xc: Applicant, F. Bartle, R. Dunlevy, B. Shoupe, M. Gambino, MCPC, MTPC, J. Goldstein, K. Amey, K. Johnson, Minute Book, Resolution File, File

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

IN RE: CONDITIONAL USE APPLICATION
OF ROLLAND H. HENDERSON AND PHILIP L. HENDERSON

PROPERTY: 101 COMMERCE DRIVE

PARCEL NO.: 46-00-03577-10-3

APPLICATION NO.: C-70

DECISION AND ORDER

NATURE OF THE APPLICATION

Applicants, Rolland H. Henderson and Philip L. Henderson, propose to permit a 10,000 square-foot fitness center use within the 20,000 square-foot commercial building on the property located at 101 Commerce Drive, within the Township's LI-Limited Industrial District. Applicants' proposed tenant will be Redline Athletics Youth Athletic Training Center, which is a fitness training center for athletes between the ages of 8 and 18.

In order to facilitate the proposed fitness center use, Applicants request conditional use approval under Article XVII, Section 230-103(C) [LI-Limited Industrial District/Use Regulations/Indoor Athletic Facilities by Conditional Use], in accord with Article XXI, Section 230-156.2 [Miscellaneous Provisions/Procedures and standards for conditional use approval] of the Zoning Ordinance, as amended.

FINDINGS OF FACT

1. Applicants are Rolland H. Henderson and Philip L. Henderson (“Applicants”).
2. Applicants filed an Application with this Board requesting conditional use relief under Article XVII, Section 230-103(C) [LI-Limited Industrial District/Use Regulations/Indoor Athletic Facilities by Conditional Use], in accord with Article XXI, Section 230-156.2 [Miscellaneous Provisions/Procedures and Standards for Conditional Use Approval] (“Application”) of the Township’s Zoning Ordinance, as amended (“Ordinance”) to permit the 10,000 square-foot fitness center use within Applicants’ 20,000 square-foot commercial building on the property located at 101 Commerce Drive, within the Township’s LI-Limited Industrial District (“Property”).¹
3. Applicants are the Property’s legal owners.
4. A properly advertised Hearing was held before this Board on September 24, 2018 (“Hearing”).
5. At the Hearing, Applicants were represented by Robert Sebia, Esquire.
6. No party protestants entered their appearances in opposition to the Application.
7. At the Hearing, the exhibits listed on Appendix 1 were entered into the record.
8. Rolland H. Henderson testified in support of the Application. The following Findings of Fact are taken from his testimony:
 - Mr. Henderson and his brother, Philip Henderson, are the owners of the Property. (N.T., pp. 11-12)
 - The Property is located in the LI-District and is improved with a 20,000 square-foot commercial building, with associated parking. (N.T., p. 12)

¹ The Property is further identified as Tax Parcel Number 46-00-03577-10-3.

- Applicants are seeking conditional use relief under Section 230-103(C)(2) of the Ordinance, to permit an indoor athletic facility. (N.T., p. 12)
 - If Applicants receive their requested conditional use relief, they will lease 10,000 square-feet of the 20,000 square-foot commercial building to Redline Athletics. Redline Athletics operates a youth sports athletic training facility. (N.T., p. 12)
 - Prior to filing the Application, Applicants reviewed the applicable Township Code provisions. Applicants' proposed use complies with such provisions. (N.T., pp. 12-13)
 - The proposed use is consistent with the adjacent uses and it will have no adverse impact on the health, safety or welfare of the Township. (N.T., p. 20)
9. This Board found the testimony of Applicant, Rolland H. Henderson, to be credible.
 10. Applicants' counsel acknowledged that Applicants have reviewed the review letters (marked as Exhibit B-5) and agreed of record that Applicants will comply with all review letters. (N.T., p. 14)
 11. The complete Hearing testimony and exhibits are incorporated by reference as though fully set forth here as Findings of Fact.²
 12. At the Hearing's conclusion, this Board issued a verbal same-night decision granting Applicants' requested conditional use relief, subject to certain conditions. This Decision and Order constitutes the written memorialization of that same-night decision subject to such conditions set forth in the attached Order.

CONCLUSIONS OF LAW

1. It is well-settled that once an applicant for conditional use bears the initial burden of proving compliance with the specific requirements of the zoning ordinance relative to that conditional use, the governing body is obligated to approve the conditional use unless objectors (neighbors) present sufficient evidence to such a high risk

² See, e.g., September 24, 2018 Hearing Notes of Testimony.

of probability that the Applicant's use will cause a substantial threat to the community.³

2. Here, conditional use relief is sought under Article XVII, Section 230-103(C) [LI-Limited Industrial District/Use Regulations/Indoor Athletic Facilities by Conditional Use], in accord with Article XXI, Section 230-156.2 [Miscellaneous Provisions/Procedures and Standards for Conditional Use Approval] of the Ordinance to permit a 10,000 square-foot fitness center use within the 20,000 square-foot commercial building on the Property.
3. Having considered the credible testimony and exhibits presented at the Hearing in support of the Application, which demonstrates compliance with the Township's applicable conditional use criteria; and with no evidence offered to the contrary, this Board concludes that Applicants met their requisite burden of establishing an entitlement to its requested conditional use.
4. Specifically, the Hearing testimony and exhibits demonstrated:
 - Applicants' proposed use is permitted in the LI-Limited Industrial District by conditional use.
 - Applicants' proposed use will conform to the LI-Limited Industrial District's applicable regulations including but not limited to setbacks, building coverage, open space, and buffering.
 - Applicants' proposed use will conform to the regulations applicable to proposed use and the LI-Limited Industrial District, including Article XVIII [Signs]; Article XIX [Off-Street Parking and Loading]; and Article XXI [Miscellaneous Provisions].
 - Applicants shall comply with all applicable review letters issued in association with the Application, as well as the conditions set forth in the attached Order.
5. Accordingly, this Court concludes that Applicants' have satisfactorily established compliance with the Ordinance's applicable conditional use requirements, and as such they are permitted to develop and use the Property as proposed, subject to the conditions set forth in the attached Order.

³ See, e.g., *Borough of Perkasio v. Moulton Builders, Inc.*, 850 A.2d 778 (Pa. Commw. Ct. 2004).

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

IN RE: CONDITIONAL USE APPLICATION
OF ROLLAND H. HENDERSON AND PHILIP L. HENDERSON

PROPERTY: 101 COMMERCE DRIVE

PARCEL NO.: 46-00-03577-10-3

APPLICATION NO.: C-70

ORDER

AND NOW, this _____ day of October 2018, Applicants, Rolland H. Henderson and Philip L. Henderson's Conditional Use Application is **GRANTED**.

Applicants are permitted to have a 10,000 square-foot fitness center use within the 20,000 square-foot commercial building on the Property located at 101 Commerce Drive, within the Township's LI-Limited Industrial District. Applicants' proposed tenant will be Redline Athletics Youth Athletic Training Center, which is a fitness training center for athletes between the ages 8 and 18.

This conditional use relief is subject to the following conditions:

1. Applicants shall comply with all review letters, as amended, associated with Applicants' Conditional Use Application, to the Township's satisfaction;⁴ and
2. The Property's use and improvement shall be in substantial conformance with the Hearing testimony and exhibits.

**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**

CANDYCE FLUEHR CHIMERA, *Chair*

MICHAEL J. FOX, *Vice-Chairman*

JEFFREY W. McDONNELL, *Member*

TANYA C. BAMFORD, *Member*

MATTHEW W. QUIGG, *Member*

⁴ See Board Exhibit B-5 [Review Letters]

APPENDIX 1

HEARING EXHIBITS

Board Exhibits

- B-1 Application
- B-2 Proof of Publication (09/07/2018) and (09/14/2018)
- B-3 Posting of Property (09/07/18)
- B-4 Notification to Neighbors (09/07/18)
- B-5 Review Letters:
 - Zoning Officer's Ordinance Plan Review (08/20/18)
 - County Planning Commission Review (08/21/18)
 - Township Police Department (09/04/18)
 - Township Landscape Architect Review (09/04/18)
 - Township Traffic Planning and Design (09/04/18)
 - Township Land Planner Review Letter (09/05/18)
 - Township Engineer Review Letter (09/05/18)
 - Township Planning Commission Review (9/20/18)

Applicant Exhibits

- A-1 Exhibit Plan
- A-2 Application
- A-3 Redline Athletics Website print-out
- A-4 Property Aerial

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Payment of Bills

MEETING DATE: October 22, 2018

ITEM NUMBER: #12

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					
10/19/2018	01	28(S)	00001329	WELDON AUTO PARTS	0.00
10/09/2018	01	73051	00000900	FDMTRA - FIRE DEPARTMENT OF	205,654.31
10/10/2018	01	73052	00000072	CANON FINANCIAL SERVICES, INC	1,622.00
10/10/2018	01	73053	100000701	STAPLES BUSINESS CREDIT	91.07
10/17/2018	01	73054	100000365	JAMES D. MORRISSEY, INC	591,656.33
10/19/2018	01	73055	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	1,482.20
10/19/2018	01	73056	00001370	A. BRUCE WEIKEL	500.00
10/19/2018	01	73057	00000006	ACME UNIFORMS FOR INDUSTRY	323.29
10/19/2018	01	73058	MISC-FIRE	ADAM ZWISLEWSKI	45.00
10/19/2018	01	73059	00001202	AIRGAS, INC.	229.51
10/19/2018	01	73060	MISC-FIRE	ALEXANDER J DEANGELIS	45.00
10/19/2018	01	73061	00000553	AMERICAN PUBLIC WORKS ASSOC.	196.00
10/19/2018	01	73062	MISC-FIRE	ANDREW WEINER	30.00
10/19/2018	01	73063	00000027	ARMOUR & SONS ELECTRIC, INC.	9,049.51
10/19/2018	01	73064	100000562	ASHLEE GOODE	140.00
10/19/2018	01	73065	00000031	AT&T	143.25
10/19/2018	01	73066	00000043	BERGEY'S	609.41
10/19/2018	01	73067	00000240	BEST LINE LEASING	1,123.30
10/19/2018	01	73068	00000448	BISHOP WOOD PRODUCTS, INC	1,590.65
10/19/2018	01	73069	100000822	BOSCOV'S	23,089.00
10/19/2018	01	73070	00000209	BOUCHER & JAMES, INC.	25,900.27
10/19/2018	01	73071	00000209	VOID	0.00
10/19/2018	01	73072	100000405	C.E.S.	762.35
10/19/2018	01	73073	00000071	CANON SOLUTIONS AMERICA, INC.	1,834.35
10/19/2018	01	73074	MISC-FIRE	CARL HERR	15.00
10/19/2018	01	73075	00001601	CDW GOVERNMENT, INC.	73.13
10/19/2018	01	73076	00906032	COLD CUTS MERCH	2,246.36
10/19/2018	01	73077	100000221	COLMAR VETERINARY HOSPITAL	179.20
10/19/2018	01	73078	00000363	COMCAST	690.03
10/19/2018	01	73079	00000335	COMCAST CORPORATION	1,416.35
10/19/2018	01	73080	00001937	CONCOURS AUTOMOTIVE	491.94
10/19/2018	01	73081	00903100	COURIER TIMES, INC.	783.00
10/19/2018	01	73082	100000084	DAVID FULTON	100.00
10/19/2018	01	73083	00000152	ECKERT SEAMANS CHERIN &	6,490.00
10/19/2018	01	73084	03214663	ELITE 3 FACILITIES MAINTNEANCE, LLC	4,240.00
10/19/2018	01	73085	00903110	ESTABLISHED TRAFFIC CONTROL	78.00
10/19/2018	01	73086	00000169	FEDEX	26.38
10/19/2018	01	73087	00002052	FOREMOST PROMOTIONS	177.42
10/19/2018	01	73088	00000428	FRANK MANAGEMENT, LLC	758.00
10/19/2018	01	73089	100000187	FRED BEANS FORD LINCOLN	29,177.00
10/19/2018	01	73090	100000408	FSSOLUTIONS	132.55
10/19/2018	01	73091	03214568	FULTON CARDMEMBER SERVICES	5,251.01
10/19/2018	01	73092	00000188	GALLS, AN ARAMARK CO., LLC	266.97
10/19/2018	01	73093	MISC	GEMMI CONSTRUCTION	1,200.00
10/19/2018	01	73094	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	1,971.00
10/19/2018	01	73095	00001152	GFOA-PA EAST	25.00
10/19/2018	01	73096	00000817	GILMORE & ASSOCIATES, INC.	842.25
10/19/2018	01	73097	00001323	GLICK FIRE EQUIPMENT COMPANY INC	350.86
10/19/2018	01	73098	MISC	GODDARD SCHOOL OF MONTGOMERYVILLE	53.61
10/19/2018	01	73099	00000223	GUIDEMARK, INC.	13.76
10/19/2018	01	73100	00000114	HARLEYSVILLE MATERIALS, LLC	153.66
10/19/2018	01	73101	00000903	HOME DEPOT CREDIT SERVICES	1,047.08
10/19/2018	01	73102	00441122	HORSHAM CAR WASH	153.00
10/19/2018	01	73103	00001388	IPMA-HR INTERNATIONAL PUBLIC	397.00
10/19/2018	01	73104	MISC-FIRE	JAKE WELTMAN	30.00
10/19/2018	01	73105	100000821	JANICE ELGEDAWY	140.00
10/19/2018	01	73106	MISC	JBS CONSULTING GROUP LLC	418.50
10/19/2018	01	73107	00000781	JOHN E. REID AND ASSOCIATES, INC.	575.00
10/19/2018	01	73108	MISC-FIRE	JOHN H. MOGENSEN	15.00
10/19/2018	01	73109	MISC-FIRE	JON WASHINGTON	80.00
10/19/2018	01	73110	MISC	JOSEPH AMBLER INN REAL ESTATE	8,079.00
10/19/2018	01	73111	MISC-FIRE	KEITH A MILLER	120.00
10/19/2018	01	73112	MISC	KEY MARKETING COMMUNICATIONS LLC	82.13
10/19/2018	01	73113	00000271	LANSDALE CHRYSLER PLYMOUTH INC.	1,112.28
10/19/2018	01	73114	00003009	LIFE FITNESS	38.96
10/19/2018	01	73115	00001660	LINDINGER'S CATERING, INC.	246.00
10/19/2018	01	73116	00001706	LOWE'S COMPANIES INC.	72.40
10/19/2018	01	73117	100000823	MALL AT MONTGOMERYVILLE LP	12,377.00
10/19/2018	01	73118	100000820	MARIA SAMPERA	49.00
10/19/2018	01	73119	00000687	MARLANE GRAPHICS, INC.	2,024.61
10/19/2018	01	73120	MISC-FIRE	MARY NEWELL	140.00
10/19/2018	01	73121	MISC-FIRE	MATTHEW GIORGIO	15.00
10/19/2018	01	73122	00000974	MCCARTHY AND COMPANY, PC	2,275.17
10/19/2018	01	73123	MISC-FIRE	MICHAEL D. SHINTON	30.00
10/19/2018	01	73124	MISC-FIRE	MICHAEL SHEARER	60.00
10/19/2018	01	73125	MISC-FIRE	MIKE BEAN	45.00
10/19/2018	01	73126	00000324	MOYER INDOOR / OUTDOOR	594.40
10/19/2018	01	73127	00000540	MYSTIC PIZZA	120.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
10/19/2018	01	73128	100000819	NICKOLAS DOMINELLO	59.00
10/19/2018	01	73129	00000356	NORTH WALES WATER AUTHORITY	68.24
10/19/2018	01	73130	00001134	OFFICE DEPOT, INC	1,358.96
10/19/2018	01	73131	MISC-FIRE	PAUL R. MOGENSEN	90.00
10/19/2018	01	73132	00000397	PECO ENERGY	2,601.35
10/19/2018	01	73133	00000399	PECO ENERGY	4,117.82
10/19/2018	01	73134	00000726	PENN-HOLO SALES & SERVICES	619.07
10/19/2018	01	73135	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	306.79
10/19/2018	01	73136	100000754	PETROLEUM TRADERS CORP.	4,778.65
10/19/2018	01	73137	100000755	PETROLEUM TRADERS CORP.	2,029.20
10/19/2018	01	73138	00000009	PETTY CASH	139.18
10/19/2018	01	73139	00000447	PETTY CASH - POLICE	94.72
10/19/2018	01	73140	00001171	PHILA OCCEALTH/DBA WORKNET OCC	165.20
10/19/2018	01	73141	00000446	PHISCON ENTERPRISES, INC.	100.00
10/19/2018	01	73142	MISC	PRIME DENTAL STUDIO	576.84
10/19/2018	01	73143	00000345	PRINTWORKS & COMPANY, INC.	181.02
10/19/2018	01	73144	00001000	PSM - PETER A. SCHERTZ	402.00
10/19/2018	01	73145	00000252	PURE CLEANERS	451.75
10/19/2018	01	73146	MISC-FIRE	RACHEL GIBSON	30.00
10/19/2018	01	73147	MISC-FIRE	RACHEL TROUTMAN	30.00
10/19/2018	01	73148	00906102	READY REFRESH	295.77
10/19/2018	01	73149	00000439	RED THE UNIFORM TAILOR	1,023.00
10/19/2018	01	73150	00000430	REM-ARK ALLOYS, INC.	98.80
10/19/2018	01	73151	00000741	ROBERT E. LITTLE, INC.	80.15
10/19/2018	01	73152	00001812	ROBERT J. JOHNSON JR.	294.30
10/19/2018	01	73153	00002013	RR DONNELLEY	359.40
10/19/2018	01	73154	MISC-FIRE	RYAN ALLISON	30.00
10/19/2018	01	73155	00000653	SCATTON'S HEATING & COOLING, INC.	9,622.00
10/19/2018	01	73156	MISC-FIRE	SEAN ALLISON	135.00
10/19/2018	01	73157	00000833	SHERWIN WILLIAMS COMPANY	102.51
10/19/2018	01	73158	100000790	SHOEN SAFETY & TRAINING	580.00
10/19/2018	01	73159	100000411	SPENCER D. BORINE	140.00
10/19/2018	01	73160	00000015	SPRINT	452.18
10/19/2018	01	73161	00001394	STANDARD INSURANCE COMPANY	7,388.47
10/19/2018	01	73162	MISC-FIRE	STEVE SPLENDIDO	30.00
10/19/2018	01	73163	100000812	STUDENT OF THE GAME OFFICIATING	140.00
10/19/2018	01	73164	MISC	SYNERGY SALON	150.83
10/19/2018	01	73165	00661122	TEES WITH A PURPOSE	201.50
10/19/2018	01	73166	100000818	THE BOROUGH OF DOYLESTOWN	79.00
10/19/2018	01	73167	00000502	THOMAS W. MCCAULEY	275.00
10/19/2018	01	73168	00002020	THOMSON REUTERS	210.00
10/19/2018	01	73169	00002036	TIMBERLINK CONSULTING LLC	1,650.00
10/19/2018	01	73170	00000506	TRANS UNION LLC	70.00
10/19/2018	01	73171	MISC-FIRE	TREVOR DALTON	15.00
10/19/2018	01	73172	00000500	U.S. BANK	105,280.17
10/19/2018	01	73173	00000520	VALLEY POWER, INC.	546.00
10/19/2018	01	73174	00000040	VERIZON	139.99
10/19/2018	01	73175	MISC-FIRE	VINAY SETTY	150.00
10/19/2018	01	73176	MISC-FIRE	VINCE ZIRPOLI	150.00
10/19/2018	01	73177	100000530	WHITE OAK LANDSCAPING, INC	4,500.00
10/19/2018	01	73178	00001317	WIRELESS COMMUNICATIONS &	1,925.70
10/19/2018	01	73179	100000295	WISSAHICKON CLEAN WATER PARTNERSHIP	5,000.00
10/19/2018	01	73180	100000814	AMAZON.COM SERVICES, INC	197.98
10/19/2018	01	73181	00000242	HUNTER KEYSTONE PETERBILT, L.P.	108,300.49

01 TOTALS:

(1 Check Voided)

Total of 131 Disbursements:

1,221,468.84

10/19/2018

Check List
For Check Dates 10/10/2018 to 10/22/2018

Check Date	Name	Amount		
10/10/2018	STATE OF PA	State Tax Payment	\$	9,114.30
10/17/2018	PA UC FUND	3rd Qtr. UC-2 Payment	\$	1,161.57
10/18/2018	BCG 401	401 Payment	\$	17,009.00
10/18/2018	BCG 457	457 Payment	\$	12,274.63
10/18/2018	PA SCDU	Withholding Payment	\$	802.03
10/18/2018	PBA	PBA Payment	\$	851.30
10/18/2018	UNITED STATES TREASURY	941 Tax Payment	\$	82,330.49
10/18/2018	BERKHEIMER	3rd Qtr. EIT Payment	\$	21,385.21
10/18/2018	BERKHEIMER	3rd Qtr. LST Payment	\$	1,236.00
10/18/2018	STATE OF PA	State Tax Payment	\$	9,219.56
Total Checks: 10			\$	155,384.09