

**AGENDA**  
**MONTGOMERY TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**NOVEMBER 26, 2018**

[www.montgomerytwp.org](http://www.montgomerytwp.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 November 12, 2018 Meeting
6. Consider Award of Bids – Municibid Online Surplus Asset Sale
7. Consider Approval of Winter Recreation Program Schedule and Fees
8. Consider Approval of Transfer to Autumn Festival Fund
9. Consider Authorization to Purchase Police In-Car Camera/Body Camera System
10. Consider Authorization to Execute Amendment and Automatic Rollover Services Agreement  
for the 457(b) Deferred Compensation Plan
11. Consider Approval of Police Officer Pension Contribution Rate for 2019
12. Consider Awarding Phase 4 – Ash Tree Forestry Management Program
13. Tree City Recertification and Growth Award Application
14. Consider Ash Tree Forestry Management Project Phase 5 – Montgomery Oaks, Montgomery  
Crossing, Orchards Open Space Areas
15. Consider Escrow Release #1 - Higher Rock Partners – LDS# 694
16. Consider Payment of Bills
17. Other Business
18. Adjournment

**Future Public Hearings/Meetings:**

12-05-2018 @ 7:30pm – Zoning Hearing Board  
12-06-2018 @ 7:30pm- Planning Commission  
12-12-2018 @ 7:30pm – Park and Recreation Board  
12-17-2018 @ 6:00pm- Finance Committee  
12-17-2018 @ 8:00pm – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Public Comment

MEETING DATE: November 26, 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

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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

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SUBJECT: Announcement of Executive Session

MEETING DATE: November 26, 2018 ITEM NUMBER: #4

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

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BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Approval of Minutes for November 12, 2018

MEETING DATE: November 26, 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

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BACKGROUND:

Please contact Stacy Crandell on Monday, November 26, 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  
November 12, 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 Frank Bartle, Esquire.

Chairman Candyce Fluehr Chimera called the action meeting to order at 8:11 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 Manager Lawrence J. Gregan, Township Solicitor Frank Bartle, Esquire, Police Chief J. Scott Bendig, Director of Fire Services Richard Lesniak, Director of Administration and Human Resources Ann Shade, Finance Director Ami Tarburton, Assistant to the Township Manager Stacy Crandell, Director of Public Works Kevin Costello, Director of Community and Recreation Center Floyd Shaffer, and Director of Information Technology Richard Grier.

Following the Pledge of Allegiance, Chairman Candyce Fluehr Chimera, on behalf of the Board of Supervisors, on this Veteran's Day, expressed appreciation for Veterans who have served or are currently serving our country, for their sacrifices, time away from their families and for their service to our country. Chairman Candyce Fluehr Chimera called for public comment from the audience.

William Kane, 243 Twining Road, addressed the Board about his recent zoning hearing board case regarding the fencing and trellis at his residence. He stated that he has been to the previous two board meetings to ask the Township to not appeal the Zoning Hearing Board decision and asked if the Board was going to make a decision tonight at the meeting. Frank Bartle Esq., Township Solicitor, explained that the Zoning Hearing Board has 45 Days following the Hearing to render a written decision, then the Board of Supervisors has 30 days within when to decide on whether or not to appeal. At this time, the Board has not received the written

decision. Mr. Kane opined that his fence and trellis does not create any obstructed views and does not have any adverse effect to public health, safety, or welfare of any residents or visitors to the Township and asked again that the Township not appeal the Zoning Hearing Board Decision.

Solicitor Frank Bartle, 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, two personnel matters, which involved union matters and an additional personnel issue involving the reappointment of board and commission members. Mr. Bartle 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 October 22, 2018 Board of Supervisors meeting, and Supervisor Tanya C. Bamford seconded the motion. The minutes of the meeting were unanimously approved.

Director of Community and Recreation Center Floyd Shaffer recognized all of volunteers and organizations that made the 18<sup>th</sup> Annual Autumn Festival held on Saturday, October 6, 2018 a huge success. The following entities and sponsors provided support for the event:

Autumn Festival Committee	Montgomery Township Baseball/Softball Association
Employees of Montgomery Township and their families	North Penn High School Junior ROTC
Environmental Advisory Committee	North Penn High School Key Club
Park and Recreation Board	Montgomery County Public Library – Bookmobile
Montgomery Township Public Works Department	Keystone Fellowship Church
Senior Volunteer Committee	Calvary Church
Volunteer Medical Service Corps of Lansdale (VMSC)	Penn Manufacturing Industries (PMI)
Fire Department of Montgomery Township	FirstGroup Transportation
Volunteers	Wegmans
Montgomery Township Police Department	Clemens Food Group
	Herr's Snacks

**Community Sponsors are as follows:**

**Harvest Sponsors:**

The Goldenberg Group  
Calvary Church  
FirstGroup Transportation

**Pumpkin Sponsors:**

Mid Atlantic Packaging, Inc.  
Dischell, Bartle & Dooley, PC  
Fulton Bank  
Delaware Valley Dance Academy  
PECO

**Scarecrow Sponsors:**

Gilmore & Associates  
Patient First  
Doylestown Health  
Boucher & James, Inc.  
Traffic Planning & Design  
Bharatiya Temple

**Fail Foliage Sponsors:**

Volpe Enterprises  
The Peterman Group  
Syrena Collision Center  
Sal's Nursery & Landscaping  
F. Ambrose Moving, Inc.

Resolution #1 made by Supervisor Tanya C. Bamford, seconded by Supervisor Matthew W. Quigg and adopted unanimously, acknowledged the volunteers and workers for their diligent contributions toward the success of the Autumn Festival held on October 6, 2018.

Director of Public Works Kevin Costello reported that each year funds are budgeted for performance of “extra” curb and sidewalk replacement work throughout the Township, which is in addition to the work being performed on roads scheduled to be resurfaced in 2019. The criteria for this “extra” work is based on the Public Works Department’s inspection to identify curbs and sidewalks that have the potential of tripping hazards or have significant deterioration.

This work will be performed under the Township's current contract with Ettore Ventresca and Sons, Inc. based on the unit prices submitted with their bid last February. Gilmore and Associates has prepared a quantity and cost breakdown for the "extra" work by address. Resolution #2 made by Supervisor Matthew W. Quigg, seconded by Supervisor Tanya C. Bamford and adopted unanimously, approved the "extra" curb and sidewalk replacement work throughout the Township under the contract with Ettore Ventresca & Sons, Inc., accordance with the attached schedule at a cost of \$53,040.

Assistant to the Township Manager Stacy Crandell reported that the Township was been notified by PA Department of Environmental Protection (PA DEP) that a business located in the Township was recently assessed a civil penalty of \$56,548.88 for air pollution violations. The company has agreed to pay the fine and has already paid the funds to PA DEP.

Under the provisions of Act 57 of 2011 the Clean Air Fund Disbursements, the Township is eligible to receive funding in the amount of 25 percent of this civil penalty payment in the amount \$14,137.22 which funds can be used to fund projects that eliminate or reduce air pollution or for parks, recreation, trail or open space projects.

The Township inquired about using the funds for the Powerline Trail Connector- Phase 1 Project that will connect the 202 Parkway Trail to the Community Center. The Township received a TAP Grant for \$850,000 and the additional funding could assist in providing additional landscaping and fencing along the trail. PA DEP has concurred that this project would be a good use of the funds. The Township has 180 days from the date of notification (October 2, 2018) to submit the funding proposal. Resolution #3 made by Supervisor Tanya C. Bamford, seconded by Chairman Candyce Fluehr Chimera, and adopted unanimously, authorized the Township to submit the Powerline Trail Connector- Phase 1 Project for funding in the amount of \$14,137.22 under the Act 57-2011 Clean Air Fund Disbursements program.



Finance Director Ami Tarburton presented the 2019 Preliminary Budget. Four public workshops were conducted by the Board and staff during the month of October. Ms. Tarburton stated that the proposed Total Revenues for 2019 reflect a 1% increase over 2018. General Fund Revenues consist of the real estate mileage remaining at 1.49 mills in 2019 and over 75 percent of residential property owners are participating in the Homestead Exclusion (currently at \$30,000) which was implemented in 2003. Total General Fund Expenditures for 2019 show a 1% increase over 2018. Upon adoption of a preliminary budget by the Board, a notice must be advertised stating that the proposed budget is available for public inspection at the Township Building. After the approved preliminary budget has been available for public inspection for twenty (20) days, the Board of Supervisors must adopt a final budget no later than December 31, 2018. Resolution #4 made by Supervisor Tanya C. Bamford, seconded by Supervisor Matthew W. Quigg and adopted unanimously, adopted the 2019 Preliminary Budget for all funds and set Monday, December 17, 2018 after 8:00 p.m. in the Township Building as the date, time and place for the public meeting for consideration of adoption of the 2019 Final Budget.

Finance Director Ami Tarburton presented the 3rd Quarter 2018 Budget report. Ms. Tarburton's presentation summarized the operating results through September 30, 2018 and identified the significant activities in the fund balance, revenues and expenses. Ms. Tarburton reported that overall the Township finances are in excellent condition, with the 3rd Quarter revenues and expenses tracking as expected in the 2018 Budget.

Finance Director Ami Tarburton reported throughout 2018, the Board has awarded multiple contracts for cutting dead and diseased Ash Trees throughout the Township, in the amount of \$238K. The next phase for tree removal is currently in the bid process and is estimated to cost approximately \$180K, bringing the total projected expenditure in 2018 to \$418K. These expenditures have been necessary due to the damage created by the Emerald Ash Borer, an invasive forest insect from Asia, which has been responsible for the destruction of millions of ash trees throughout the eastern half of the U.S. and Canada. Funding for these

contracts was not originally included in the 2018 Budget due to the uncertain cost of the work. A 2018 Budget Amendment is necessary to accurately reflect these expenditures in the 2018 Shade Tree Fund. Resolution #5 made by Supervisor Tanya C. Bamford, seconded by Chairman Candyce Fluehr Chimera and adopted unanimously, approved the Budget Amendment to the Tree Fund Consulting Services Line Item 94-400-4312 by \$418,000 with funding provided from the Shade Tree Fund surplus balance.

A motion to approve the payment of bills was made by Chairman Candyce Fluehr Chimera, seconded by Supervisor Tanya C. Bamford and adopted unanimously, approving the payment of bills as submitted.

There being no further business to come before the Board, the meeting adjourned at 8:35 p.m.

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

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SUBJECT: Consider Award of Bids – Municibid Online Surplus Asset Sale

MEETING DATE: November 26, 2018

ITEM NUMBER: #6

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

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**BACKGROUND:**

The Second Class Township Code provides that personal property owned by the Township, with an estimated fair market value of which is one thousand (\$1,000.00) or more, may be only be sold by public bid or auction to the highest bidder after notice by advertisement.

On September 24, 2018 the Board of Supervisors authorized the sale of the Township's 1987 International Dump Truck 35,000 lb. GVW with an eleven foot plow, salt spreader and a pre-wet system and a Portable Truck Lift with a lifting capacity of 60,000 equipped with a 3 Phase Roto Converter through the online auction company Municibid. Sales through the Municibid program are subject to a 10% consignment fee which is paid by the purchaser and there is no charge to the Township as the seller.

The bidding closed at 3:30 pm on November 15, 2018 and the high bid for the 1987 Truck was Thomas Drnevich of Irwin PA in the amount of \$ 6,000.00. The high bid for the Portable Truck Lift was Lael Duey of Tyrone PA in the amount of \$10,100.00. A copy of the Auction results are attached. All sales are net of commissions

In accordance with the terms and agreement with Municibid, the Board is required to pass a resolution authorizing the sale of the equipment via the online auction.

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

None

**PREVIOUS BOARD ACTION:**

The sale of the equipment by public auction was authorized by the Board on September 24, 2018.

**ALTERNATIVES/OPTIONS:**

None

**BUDGET IMPACT:**

The Township will receive a total of \$16,100.00 for the sale of the equipment within ten days of approval by the Board of Supervisors.

**RECOMMENDATION:**

It is recommended that the Board authorize the sale of the above stated equipment to the highest bidders as of the close of bidding on November 15, 2018.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the sale of a 1987 International Dump Truck equipped with an eleven foot plow, salt spreader and pre-wet system to Thomas Drnevich of Irwin PA, 15642 in the amount of \$6,000.00 and the sale of the Portable Truck lift with a 3 Phase Roto Converter to Lael Duey of Tyrone PA, 16686 in the amount of \$10,100.00 in accordance with the terms and agreement through the online auction company Municibid.

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.



## 1987 International Model 1954

**Seller:** MontgomeryTwp **Listing #** 18988984 **Custom ID:** **Starting Bid:** \$4,000.00 **HIGH BID:** \$6,000.00

**Started:** 10/29/2018 3:30:00 PM **Ended:** 11/15/2018 3:32:00 PM **Number of Bids:** 4 **Number of Views:** 655 **Reserve Price:** \$6000

**High Bidder:** Thomas Drnevich

**Bidder Email:** docnevich@comcast.net **Bidder Phone:** 724-861-8373

**Address:** 291 Jodie Lane , Irwin PA 15642

### Bid History

Bid Date/Time	Bid	Username	First	Last	Email	Phone
11/15/2018 3:29:24 PM	\$6,000.00	TomDrnevich	Thomas	Drnevich	docnevich@comcast.net	724-861-8373
11/15/2018 3:27:50 PM	\$5,995.00	TomDrnevich	Thomas	Drnevich	docnevich@comcast.net	724-861-8373
11/15/2018 3:20:26 PM	\$5,470.00	TomDrnevich	Thomas	Drnevich	docnevich@comcast.net	724-861-8373
10/29/2018 5:13:13 PM	\$4,100.00	joe040163	joseph	gerstenschlager	gnc_d@yahoo.com	315-782-7549



## Portable Hetra Truck Lift

**Seller:** MontgomeryTwp **Listing #** 18990801 **Custom ID:** **Starting Bid:** \$4,000.00 **HIGH BID:** \$10,100.00

**Started:** 10/29/2018 3:30:00 PM **Ended:** 11/15/2018 3:30:00 PM **Number of Bids:** 8 **Number of Views:** 583 **Reserve Price:** \$10000

### High Bidder: Lael Duey

**Bidder Email:** Dueypavin1@verizon.net **Bidder Phone:** 814-684-7283

**Address:** 740 Oak Street , Tyrone PA 16686

### Bid History

Bid Date/Time	Bid	Username	First	Last	Email	Phone
11/15/2018 3:22:17 PM	\$10,100.00	Duey	Lael	Duey	Dueypavin1@verizon.net	814-684-7283
11/15/2018 1:36:21 PM	\$10,000.00	dieseldump	Jeffrey	Moffatt	sales@pennscapes.com	267-251-3494
11/15/2018 12:17:49 PM	\$6,579.00	GLeckSon	Jason	Leck	JasonLeck@georgeleckandson.com	215-675-8000
11/12/2018 10:07:33 PM	\$5,000.00	Lane0230	Ryan	Dewey	mortgagepro@zoominternet.net	724-321-3078
11/12/2018 10:07:10 PM	\$4,500.00	Lane0230	Ryan	Dewey	mortgagepro@zoominternet.net	724-321-3078
11/12/2018 3:37:32 PM	\$4,200.00	cjbpvt	Craig	Berger	cberger@brothersautotransport.com	610-863-0200
11/12/2018 3:23:32 PM	\$4,100.00	GLeckSon	Jason	Leck	JasonLeck@georgeleckandson.com	215-675-8000
11/2/2018 11:43:04 AM	\$4,000.00	cjbpvt	Craig	Berger	cberger@brothersautotransport.com	610-863-0200

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY


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SUBJECT: Consider Approval of 2019 Winter Recreation Programs and Fees

MEETING DATE: November 26, 2018 ITEM NUMBER: ~~#~~ 7

MEETING/AGENDA: ACTION NONE

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

INITIATED BY: Floyd Shaffer, Recreation Director BOARD LIAISON: Michael J. Fox, Vice-Chairman  
 Board Liaison, Mont CRC Advisory Committee,  
Park & Recreation Board

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BACKGROUND:

Attached is a proposed roster of the Montgomery Township Community and Recreation Center (Mont CRC) Winter 2019 Recreation/Fitness Programs and the recommended fee schedules for the various activities. The program/activity schedule will be valid from January 1, 2019 through the March 31, 2019. You will also find the proposed fees for our Kids University 2019 program, which will take place this June through August of 2019. All Mont CRC activities and events will be promoted through the normal publicity channels. They include: our Website, [www.MontCRC.com](http://www.MontCRC.com); the Township Website, [www.Montgomerytwp.org](http://www.Montgomerytwp.org); Public Access cable channels; weekly E-News, the Montgomery Township Community Guide, appropriate social media outlets; and the Winter 2019 Recreation Newsletter. The Recreation Newsletter is anticipated to be in Township mailboxes by the third week of December.

The offerings of activities/programs provides a wide array of recreation, fitness and educational opportunities for Township residents of all ages and abilities. New programs are highlighted for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Recreation programs are expected to be revenue neutral.

RECOMMENDATION:

Approve the 2019 Winter Program and Fee Schedule amendment as submitted.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the 2019 Winter Programs and Fee Schedule amendment as submitted.

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.

### Proposed Mont CRC Programs & Fee Schedule Winter 2019

<u>Program</u>	<u>Days</u>	<u>Time</u>	<u>Duration</u>	<u>Member</u>	<u>Non Member</u>
<b>Preschool-Age Opportunities</b>					
Soccer Shots Mini's	Saturdays	9:00am-9:30am	5 Weeks	\$70	\$80
Musical Munchkins	Wednesdays	10:00am-10:45am	6 Weeks	\$25	\$30
Tiny Tykes Basketball	Wednesdays	4:30pm-5:15pm	6 Weeks	\$20	\$25
Coloring/Crafting with a Cop	Wednesdays	10:00am-10:45am	3 dates	\$5	\$10
Library Story Time (N. Wales Library)	Wednesdays	10:00am-10:45am	3 dates	No charge	No charge
<b>Youth Opportunities</b>					
Performing Arts Workshops	Tuesdays	6:00pm-8:00pm	3 days	\$5	\$10
Arena Flag Football	Mondays	6:00pm-8:45pm	8 Weeks	\$59	\$69
Soccer Shots Classic/Premier	Saturdays	9:40am-11:10am	5 Weeks	\$70	\$80
Fundamental Tennis	Mondays	4:30pm-5:30pm	4 Week Sessions	\$60	\$70
Tiny Tykes Gym	Tuesdays /Thursdays	10:00am-10:45am	6 Weeks	\$25	\$30
Canvas Painting - Adults	Fridays/Saturdays	Various	3 days	\$25	\$35
Canvas Painting - Children	Fridays/Saturdays	Various	3 days	\$10	\$20
School's Out Days (Obvious Choice Sports)	Various	8:30am-3:30pm	3 dates	\$45	\$50
CPR Classes (12+)	Thursdays	6:00pm-9:00pm	3 dates	\$80	\$85
Young Rembrandts Drawing Classes	Saturdays	8:45am-9:45am 10:00am-11:00am	5 Week Sessions	\$70	\$80
<b>Adult Opportunities</b>					
Running/Walking Program	Tuesdays	6pm-7pm	6 weeks	\$55	\$65
Financial Workshops	Various	Various	3 dates	No charge	No charge
CPR Classes	Thursdays	6:00pm-9:00pm	3 dates	\$80	\$85
Pickleball Lessons	Thursdays	5:30pm-6:30pm	By appointment	\$40	\$50
Pickleball Level 1, Level 2, Level 3	Thursdays	6:30pm-7:30pm	3 week sessions	\$40	\$50
Pickleball Open Group Weekdays	Monday - Friday	9:00am-3:00pm	All season	Included	\$7
Pickleball Open Group Sundays	Sundays	9:00am-11:00am	All season	Included	\$7
Pickleball MEMBERS ONLY NIGHT	Thursdays	7:30pm-9:30pm	All season	Included	N/A
Badminton	Fridays	7:00pm-9:00pm	All season	Included	\$7
Coffee with a Cop	TBD	TBD	1 day	No charge	No charge



Adult Basketball League	Wednesdays	6pm-9:30pm	10 Weeks	\$60	\$70
French for Travelers	Thursdays	6:30pm-8:00pm	3 weeks	\$35	\$45
Fitness Classes	Monday-Saturday	5:30am-9pm	All season	Included	\$5.00 drop-in
<b>Senior Opportunities</b>					
Senior CPR Class	Thursdays	1:00pm-3:00pm	1 day	\$80	\$85
Senior Coloring Club	Wednesdays	11:00am-3:00pm	All season	Included	Day Pass
Senior Coffee & Comradery	Mondays	11:00am-3:00pm	All season	Included	Day Pass
Music Jam Session	Tuesdays	11am-1pm	All season	No charge	No charge
Game/Trivia Days	Various	Various	2 dates	No charge	No charge
Valentine's Day Event	Tuesday	11am-2pm	1 date	\$10	\$15
Silver Sneakers	Various	Various	ongoing	Included	Included
Silver & Fit	Various	Various	ongoing	Included	Included
<b>Kids University</b>					
KIDS University 2019	M-F	8:30am-5:30pm	9 weeks	Residents- \$175 Weekly	Non- \$195 Weekly

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Transfer of Funds to Autumn Festival Fund

MEETING DATE: November 26, 2018

ITEM NUMBER: *#8*

MEETING/AGENDA: Work Session

ACTION **xx**

NONE

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

INITIATED BY: Floyd S. Shaffer  
Recreation and Community Center Director

BOARD LIAISON: Matthew W. Quigg  
Liaison to the Autumn Fest Committee

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BACKGROUND:

Autumn Festival 2018 was held on Saturday, October 6, 2018, from noon until 5:00pm. The foremost Montgomery Township community special event was successfully held at Windlestrae Park this year. It has been an annual practice of the Board of Supervisors to assist in the financial underwriting of this occasion by transferring budgeted monies from the General Fund to the Autumn Festival Fund. The budgeted amount for this transfer is \$7,000 for 2018. This transfer would support expenditures detailed in the 2018 operating budget in the amount of \$28,060.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

This transfer was budgeted in the 2018 Final Budget.

RECOMMENDATION:

Consider approval of the transfer of \$7,000 to the Autumn Festival Fund per the 2018 Operating Budget.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the transfer of \$7,000 from the General Fund to the Autumn Festival Fund.

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

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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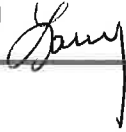
SUBJECT: Consider Authorization to Purchase Police In-Car Camera/Body Camera System

MEETING DATE: November 26, 2018 ITEM NUMBER: **#9**

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

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

INITIATED BY: J. Scott Bendig  
Chief of Police



BOARD LIAISON: Candyce Fluehr Chimera  
Chairman, Board of Supervisors

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BACKGROUND:

In an effort to further strengthen community policing and trust among our law enforcement officers and the Montgomery Township community, the police department is proposing the replacement of the department's current in-car video camera system in our twelve patrol vehicles and the purchase of body-worn cameras for each officer in the department.

The department's current in-car video camera system is no longer supported by the manufacturer and has reached its end of life. The new in-car system would incorporate the same technology and features as the current in-car system and would be utilized for a multitude of incidents to include emergency responses, transporting of individuals, and other law enforcement activities.

Body worn cameras would be utilized by officers to capture police-public contacts, arrests, and critical incidents while officers are outside of their patrol vehicles. This body camera technology was recently made feasible for use by Pennsylvania law enforcement after recent changes in Pennsylvania law with the passage of Act 22.

Attached is a quote dated November 15, 2018, from WatchGuard, an authorized vendor under the Co-Stars Cooperative Purchase Program (Contract # 012-073), to provide the in-car video camera system at a total cost of \$77,540.00. This cost is over 7% off manufacturer's total suggested retail price of \$83,540.00 and represents a savings of \$6,000.00. The equipment meets the specifications prepared by the Police Department.

Attached is a quote dated November 15, 2018, from WatchGuard, an authorized vendor under the Co-Stars Cooperative Purchase Program (Contract # 012-073), to provide the body camera system at a total cost of \$75,580.01. This cost is over 5% off manufacturer's total suggested retail price of \$77,935.01 and represents a savings of \$2,355.00. The equipment meets the specifications prepared by the Police Department.

The total funding requested for the purchase of in-car and body worn camera systems for WatchGuard is \$153,120.01

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

Cooperative purchasing programs use the purchasing power of local entities, to obtain more competitive pricing and choice than individual municipalities might be able to obtain on their own. The Township also saves on the expense of preparation of bid specifications, notice, and advertising.

BUDGET IMPACT:

A total of \$120,000.00 was included in the 2018 Approved Final Budget-Capital Replacement for the purchase of in-car and body-worn camera systems. On October 9, 2018, the department received notification that our township was eligible for \$ 37,790.01 in matching funds to offset the purchase of the body-worn cameras under a Pennsylvania Commission of Crime and Delinquency managed Department of Justice grant. This is a "reimbursable" grant which will be payable to the Township in 2019. The estimated net cost incurred by the township for all the equipment after reimbursement under terms of the Department of Justice grant is \$115,330.01.

RECOMMENDATION:

It is recommended the Board of Supervisors approves the awarding of the contract for the referenced purchase per the 2018 Approved Final Budget.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby award the contract for the purchase of in-car and body worn camera systems from WatchGuard, an authorized vendor under the Co-Stars Cooperative Purchase Program (Contract # 012-073), at a total cost of \$153,120.01 per their quotes dated November 15, 2018.

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.

## J. Scott Bendig

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**From:** Clarke, Kathy <kclarke@pa.gov>  
**Sent:** Tuesday, October 9, 2018 11:19 AM  
**Subject:** Update on federal BWC program funds  
**Attachments:** BWC-Scorecard-Instructions-and-Template.pdf; Act 22 of 2017.pdf; BWC Policy Recommendations Commission Approved.pdf

Good Morning,

You are being contacted because your agency submitted a letter indicating your commitment to participate in the FY 2018 Body-Worn Camera Policy and Implementation Program. PCCD has been awarded federal funds for the project and wanted to provide your agency some initial information regarding the project. Your agency will be required to submit a formal application in PCCD's Egrants system. I'll send a separate email with information regarding PCCD's Egrants system.

There are specific federal and state conditions regarding this BWC funding:

- Award recipients are required to complete the scorecard process (see attached) through the TTA provider prior to the release of funds for implementation. Your agency is required to work with the BJA-funded BWC training and technical assistance (TTA) provider as part of the policy development process. Agencies must demonstrate appropriate policy development and internal law enforcement adoption **prior** to full funding being released by BJA for BWC procurement and implementation. Please note that PCCD funding is reimbursable (funds must be obligated or expended prior to PCCD's release of funds). Please use the following link for more information on training and technical assistance (TTA): <http://www.bwctta.com/training-and-technical-assistance>.
- Additionally, as contained in Act 22 of 2017, PCCD is authorized to condition funding or grants related to the implementation, use, maintenance or storage of BWCs or recordings from BWCs. All BWC initiatives awarded will be conditioned upon protocols, guidelines or written policies being substantially compliant with applicable recommendations of the Commission. Attached is Act 22 of 2017 and the PCCD BWC policy recommendations.
- Applicants are required to provide a 50% match to their requested funding (no more than \$1,500 in federal funds for each camera may be requested and reimbursed).
- Applicants must meet PA State Police Data Handling Requirements <https://www.pabulletin.com/secure/data/vol47/47-51/2155.html> (as referenced in the PA Bulletin).
- The PA Chiefs of Police Association (PCPA) will perform a request from Body Worn Camera (BWC) companies to compare prices, specs, so PA can obtain the most competitive pricing to provide an option to interested agencies.

It is anticipated that your project period for this funding will begin on January 1, 2019 and end Dec. 31, 2020.

Thank you,

**Kathy**

**Kathy Clarke**

**Law Enforcement & Technology Unit Supervisor**

**Pennsylvania Commission on Crime and Delinquency**

**3101 North Front Street**

**Harrisburg, PA 17110**

**(717) 265-8452 Fax (717) 772-0550**

**[www.pccd.pa.gov](http://www.pccd.pa.gov)**

**Twitter: @PaCrimeComm**

Body Cameras Only							
Part #:	Item	Direct Pricing Per Unit	Discount Per Unit	Total Price Per Unit	Number Requested	Actual Price	Discounted Price
Body Cameras:							
VIS-EXT-WIF-001	VISTA HD WIFI Additional Camera Only	\$995.00	\$40.00	\$955.00	21	\$20,895.00	\$20,055.00
VIS-XLT-WIF-001	VISTA XLT 2-Piece Body Camera. Includes the VISTA XLT Wi-Fi 2-Piece Body-Mounted Camera with 12 hours continuous HD recording, with 32 GB of storage. Also includes your choice of one DVR mount, and one camera mount	\$1,095.00	\$40.00	\$1,055.00	17	\$18,615.00	\$17,935.00
Mounting Options							
VIS-XLT-MNT-SRT	Shirt Spring Clip, VISTA XLT, with Latch	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
VIS-XLT-CBL-003	VISTA XLT Right Angled Cable 3-Pack, Non-Coiled, 28 Inches Long.	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
VIS-XLT-CBL-001	VISTA XLT Straight Cable 3-Pack, Non-Coiled, 46 Inches Long.	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Charging Units:							
VIS-VTS-DTC-001	VISTA Transfer Station Assy, 8 Cameras, Ethernet, DEV 144, Enhanced ESD Protection	\$1,495.00	\$95.00	\$1,400.00	5	\$7,475.00	\$7,000.00
Warranties:							
	3 Year Full Replacement Warrantee	\$450.00	\$0.00	\$450.00	38	\$17,100.00	\$17,100.00
Technical Service (Installation)							
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	\$2,500.00	\$0.00	\$2,500.00	1	\$2,500.00	\$2,500.00
Evidence Library Software/Licensing							
HDW-ETH-SWT-005	VISTA HD, 4RE, Smart PoE Switch	\$250.00	\$15.00	\$235.00	12	\$3,000.00	\$2,820.00
VIS-CHG-WIF-KIT	WiFi Charging Radio Base Kit, incl. Power and Cables	\$250.00	\$15.00	\$235.00	12	\$3,000.00	\$2,820.00
KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License Key	\$75.00	\$0.00	\$75.00	13	\$975.00	\$975.00
KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	\$150.00	\$0.00	\$150.00	25	\$3,750.00	\$3,750.00
Shipping and Handling							
	Shipping/Handling and Processing Charges	\$625.00	\$0.00	\$625.00	1	\$625.00	\$625.00

CoStars

	\$0.01	\$0.01
Total Cost:		\$77,935.01
Total Discounted Cost:		\$75,580.01
Savings:		\$2,355.00

In-Car Cameras Only							
Part #:	Item	Direct Pricing Per Unit	Discount Per Unit	Total Price Per Unit	Number Requested	Actual Price	Discounted Price
In Car Cameras:							
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	\$4,795.00	\$300.00	\$4,495.00	12	\$57,540.00	\$53,940.00
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	\$200.00	\$100.00	\$100.00	12	\$2,400.00	\$1,200.00
Wireless Transfer and Networking Options							
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	\$200.00	\$0.00	\$200.00	12	\$2,400.00	\$2,400.00
WAP-MIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, SXT, AP	\$250.00	\$0.00	\$250.00	1	\$250.00	\$250.00
Technical Service (Installation)							
SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	\$450.00	\$0.00	\$450.00	11	\$4,950.00	\$4,950.00
Warranties:							
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year	\$0.00	\$0.00	\$0.00	12	0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year	\$100.00	\$0.00	\$0.00	12	1,200.00	\$0.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year	\$200.00	\$0.00	\$200.00	12	\$2,400.00	\$2,400.00
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year	\$325.00	\$0.00	\$325.00	12	\$3,900.00	\$3,900.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year	\$450.00	\$0.00	\$450.00	12	\$5,400.00	\$5,400.00
Evidence Library Software/Licensing							
KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	\$1,000.00	\$0.00	\$1,000.00	1	\$1,000.00	\$1,000.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	\$150.00	\$0.00	\$150.00	12	\$1,800.00	\$1,800.00
Shipping and Handling							
	Shipping/Handling and Processing Charges	\$300.00	\$0.00	\$300.00	1	\$300.00	\$300.00
						Total Cost	\$83,540.00
						Total Discounted Cost:	\$77,540.00
						Savings:	\$6,000.00



Estimated Grant Reimbursement		
Item	Cost	50%
Body Camera	\$75,580.01	\$37,790.01
Storage*	\$4,817.87	\$2,408.94
Total Reimbursement		\$40,198.94

\* Budgeted for 2019

Township Expenditures (For BAS)	
Item	Cost
Body Camera	\$75,580.01
In Car Camera	\$77,540.00
Total Cost	\$153,120.01
List Price	\$161,475.01
Total CoSTARS Discount:	\$8,355.00
Estimated Body Camera Grant Reimbursement:	\$37,790.01
Actual cost after reimbursement:	\$115,330.01
Total CoSTARS Discount for purchases %:	5.17%



## 4RE/VISTA Price Quote

CUSTOMER: Montgomery Township Police Department

ISSUED: 11/15/2018 1:31 PM

EXPIRATION: 3/31/2019 4:00 PM

**TOTAL PROJECT ESTIMATED AT:  
\$75,580.01**

ATTENTION: Chief S. Bendig

SALES CONTACT: Wayne Koveleskie

PHONE: 215-362-2301

DIRECT: 609-410-9091

E-MAIL:

E-MAIL:  
WKoveleskie@WatchGuardVideo.com

### 4RE and VISTA Proposal

#### VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-001	VISTA HD WiFi Additional Camera Only	21.00	\$995.00	\$40.00	\$20,055.00
VIS-XLT-WIF-001	VISTA XLT 2-Piece Body Camera. Includes the VISTA XLT Wi-Fi 2-Piece Body-Mounted Camera with 12 hours continuous HD recording, with 32 GB of storage. Also includes your choice of one DVR mount, and one camera mount	17.00	\$1,095.00	\$40.00	\$17,935.00
HDW-ETH-SWT-005	VISTA HD, 4RE, Smart PoE Switch	12.00	\$250.00	\$15.00	\$2,820.00
VIS-VTS-DTC-001	VISTA Transfer Station Assy, 8 Cameras, Ethernet, DEV 144, Enhanced ESD Protection	5.00	\$1,495.00	\$95.00	\$7,000.00
VIS-XLT-MNT-SRT	Shirt Spring Clip, VISTA XLT, with Latch	5.00	\$19.00	\$19.00	\$0.00
VIS-XLT-CBL-003	VISTA XLT Right Angled Cable 3-Pack, Non-Coiled, 28 Inches Long.	2.00	\$60.00	\$60.00	\$0.00
VIS-XLT-CBL-001	VISTA XLT Straight Cable 3-Pack, Non-Coiled, 46 Inches Long.	2.00	\$60.00	\$60.00	\$0.00
VIS-CHG-WIF-KIT	VISTA HD, WiFi Charging Radio Base Kit, incl. Power and Cables	12.00	\$250.00	\$15.00	\$2,820.00

#### VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-WIF-NOF	Warranty, VISTA WiFi, 3 Year No-Fault	38.00	\$450.00	\$0.00	\$17,100.00

#### Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License Key	13.00	\$75.00	\$0.00	\$975.00
KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	25.00	\$150.00	\$0.00	\$3,750.00

#### WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and	1.00	\$2,500.00	\$0.00	\$2,500.00

415 E. Exchange Parkway • Allen, TX • 75002  
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)



## 4RE/VISTA Price Quote

Training (WG-TS)					
BRK-DV1-MIC-100	PA COSTARS CONTRACT 012-073	1.00	\$0.01	\$0.00	\$0.01
Shipping and Handling					
Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$670.00	\$45.00	\$625.00
					\$75,580.01
Total Estimated Tax, may vary from State to State					\$0.00
Configuration Discounts					\$2,735.00
Additional Quote Discount					\$0.00
Total Amount					\$75,580.01

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_ DATE: \_\_\_\_\_



## 4RE/VISTA Price Quote

CUSTOMER: Montgomery Township Police Department

ISSUED: 11/2/2018 1:14 PM

EXPIRATION: 3/31/2019 11:00 PM

**TOTAL PROJECT ESTIMATED AT:  
\$77,540.00**

ATTENTION: Chief Bendig

SALES CONTACT: Wayne Koveleskie

PHONE: 215-362-2301

DIRECT: 609-410-9091

E-MAIL:

E-MAIL:  
WKoveleskie@WatchGuardVideo.com

### 4RE and VISTA Proposal

#### Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	1.00	\$1,000.00	\$0.00	\$1,000.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	12.00	\$150.00	\$0.00	\$1,800.00

#### 4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	12.00	\$4,795.00	\$300.00	\$53,940.00
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	12.00	\$200.00	\$100.00	\$1,200.00

#### Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	12.00	\$200.00	\$0.00	\$2,400.00
WAP-MIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, SXT, AP	1.00	\$250.00	\$0.00	\$250.00

#### 4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	12.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	12.00	\$100.00	\$100.00	\$0.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	12.00	\$200.00	\$0.00	\$2,400.00
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	12.00	\$325.00	\$0.00	\$3,900.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	12.00	\$450.00	\$0.00	\$5,400.00

#### Software Maintenance and CLOUD-Share

415 E. Exchange Parkway • Allen, TX • 75002  
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)



## 4RE/VISTA Price Quote

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	12.00	\$0.00	\$0.00	\$0.00
SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD-SHARE - Basic	12.00	\$0.00	\$0.00	\$0.00

### WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	11.00	\$450.00	\$0.00	\$4,950.00

### Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$300.00	\$0.00	\$300.00
					<b>\$77,540.00</b>

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$6,000.00
Additional Quote Discount	\$0.00
<b>Total Amount</b>	<b>\$77,540.00</b>

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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SUBJECT: Consider Authorization to Execute Amendment and Automatic Rollover Services Agreement for the 457(b) Deferred Compensation Plan

MEETING DATE: November 26, 2018

ITEM NUMBER: #10

MEETING/AGENDA: WORK SESSION

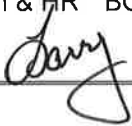
ACTION XX

NONE

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

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

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



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BACKGROUND:

Authorization is being requested for two adjustments to the Township's retirement plan as listed below:

1. In order to manage administrative costs for the 457(b) Deferred Compensation Plan, an amendment has been prepared to initiate an automatic distribution from the plan for inactive employees who have an account balance under \$5,000. If the employee does not indicate the form of distribution (either rollover or direct), the Plan will automatically roll over the employee distribution to an Individual Retirement Account (IRA).
2. In order to implement the automatic distribution amendment to the 457(b) plan, Benefits Consultants Group (BCG) has prepared an Automatic Rollover Services Agreement to establish a custodian, Millennium Trust Company, to open and maintain the IRA's for the automatic distributions as detailed in #1 above.

These recommendations have been reviewed by Steve Sokolic, Esq., Executive Vice President/General Counsel, BCG.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

This amendment will reduce Township expenses by minimizing administrative costs of maintaining accounts with small balances.

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize execution of the amended 457(b) Deferred Compensation Plan and Adoption Agreement and authorize execution of the Automatic Rollover Services Agreement.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize execution of the amended 457(b) Deferred Compensation Plan and Adoption Agreement documents and authorize execution of the Automatic Rollover Services Agreement.

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

ROLL CALL:

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

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

**457 PROTOTYPE PLAN  
SALARY REDUCTION CONTRIBUTIONS/EMPLOYER CONTRIBUTIONS  
ADOPTION AGREEMENT  
Effective December 1, 2018**



**4.02 TIME/METHOD OF PAYMENT OF ACCOUNT.** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

**Timing.** The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account (*Choose one of (a) through (e)*):

- ☐ (a) **Specified Date.** \_\_\_\_\_ days after the Participant's Severance from Employment. *[Note: In a Tax-Exempt Organization 457 Plan, the Employer may wish to designate a specific payment date. This date will be the date upon which a Participant's Deferred Compensation is "made available" and therefore becomes taxable to the Participant, absent a proper Participant election to defer payment.]*
- ☐ (b) **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- ☐ (c) **Designated Plan Year.** As soon as administratively practicable in the \_\_\_\_\_ Plan Year beginning after the Participant's Severance from Employment.
- ☐ (d) **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- ☒ (e) *(Specify):* as soon as administratively practicable after the Participant's election to commence distribution following Severance from Employment.

**Method.** The Plan will distribute the Participant's Account under one of the following method(s) of distribution (*Choose one or more of (f) through (j) as applicable*):

- ☒ (f) **Lump sum.** A single payment.
- ☒ (g) **Installments.** Multiple payments made as follows: over a period certain not exceeding the life expectancy of the Participant, or the joint life expectancies of the participant and his or her designated beneficiary, subject to the minimum required distribution rules described in Section 4.03. Installment payments may only be elected if the account balance distributable to the Participant exceeds \$5,000..
- ☐ (h) **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- ☐ (i) **Annuity distribution option(s):** \_\_\_\_\_

- ☒ (j) *(Specify)* . Notwithstanding any other distribution election, following Severance from Employment of the Participant's Vested Account is not in excess of \$5,000, the Plan Administrator will make a mandatory distribution in a single payment following Severance from Employment. If a mandatory distribution greater than \$1,000 is made in accordance with the foregoing provisions and the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover (in accordance with the direct rollover provisions of the Plan) or to receive the distribution directly, then the Plan Administrator shall direct that the distribution be made in a direct rollover to an Individual Retirement Account described in Code §408(a) or an Individual Retirement Annuity described in Code §408(b), as designated by the Plan Administrator. The Plan Administrator may operationally implement this provision with respect to distributions that are \$1,000 or less. For purposes of determining whether the \$1,000 threshold set forth in this paragraph is met, the mandatory distribution includes amounts in a Participant's Rollover Account, if any.

**TRUST PROVISIONS – GOVERNMENTAL ELIGIBLE 457 PLAN**

8.01 **MODIFICATION OR SUBSTITUTION OF TRUST.** The following provisions apply to Article VIII of the Plan *(Choose one of (a) or (b) as applicable)*:

☐ (a) **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: \_\_\_\_\_.  
The remaining Article VIII provisions apply.

☒ (b) **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan as "Appendix A."

8.04 **DISCRETIONARY/NONDISCRETIONARY TRUSTEE.** *(Choose one of (a) or (b))*:

☐ (a) **Discretionary trustee.** [Plan Section 8.04] The Trustee is a discretionary Trustee.

☒ (b) **Nondiscretionary trustee.** [Plan Section 8.04(A)] The Trustee is a nondiscretionary Trustee.

8.16 **CUSTODIAL ACCOUNT/ANNUITY CONTRACT.** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) *(Choose one or more of (a), (b) or (c) as applicable)*.

☐ (a) **Custodial account(s).**

☐ (b) **Annuity contract(s).**

☐ (c) *(Specify):* \_\_\_\_\_.  
*[Note: The Employer under (c) may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]*

**PLAN EXECUTION**

The Employer hereby agrees to the provisions of the 457 Prototype Plan, as modified by the elections the Employer has made in this Adoption Agreement, and in witness of its agreement, the Employer, by its duly authorized officer or official, has executed this Adoption Agreement, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Employer: Montgomery Township

Employer's EIN: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
[Name/Title]

**AUTOMATIC ROLLOVER  
SERVICES AGREEMENT**

This Automatic Rollover Services Agreement ("Agreement") by and between Millennium Trust Company, LLC, an Illinois limited liability company ("Custodian"), and the undersigned plan fiduciary ("Plan Fiduciary") which is the Plan Sponsor or the Plan Administrator (as that term is defined in Section 3(16) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) of the plan ("Plan") described below.

As used in this Agreement the term Plan also refers to each plan listed on an attached Exhibit A or added to the Agreement by the Plan Fiduciary upon written notice to, and acceptance by, the Custodian. The effective date of this Agreement will be as of the date of the Plan Fiduciary's signed acceptance.

**1. Purpose.** The Plan provides for involuntary distributions of small amounts from an ongoing plan, or the distribution of a larger amounts if the Plan is a terminated plan, provided that in either case the Plan participant may elect to have such distribution paid directly to an eligible retirement plan in a direct rollover or to receive the distribution directly in accordance with the terms of the Plan (a "Participant Election"). The Plan Fiduciary has selected the Custodian and the Custodian has agreed to provide services related to automatic rollover distributions from the Plan to individual retirement accounts ("IRAs") sponsored by the Custodian as provided in this Agreement for participants who have not made a Participant Election. The adoption of this Agreement is intended by the Plan Fiduciary to satisfy applicable fiduciary responsibility and other provisions of ERISA, the Code of Federal Regulations and the Internal Revenue Code of 1986, as amended ("Code"). All Plan Funds transferred to the Custodian, including those from uncashed benefit distribution checks, will be held by the Custodian in IRAs for Plan participants as provided for in this Agreement.

**2. Scope of Agreement.** This Agreement sets forth the terms and conditions by which the Custodian agrees to provide, and the Plan Fiduciary agrees to utilize, Custodian services related to automatic rollovers from the Plan to the IRAs.

**3. Plan Fiduciary Responsibilities.** The Plan Fiduciary or its authorized agent shall direct the Custodian to open IRAs to receive automatic rollover distributions from the Plan on behalf of former participants in the Plan who did not submit a Participant Election. Direction from the Plan Fiduciary or authorized agent shall be made by an individual authorized to act for the Plan Fiduciary or authorized agent, and shall include:

(a) The information requested by the Custodian necessary to establish an IRA for each former Plan participant ("Account Opening Information").

(b) Information on the amount of the distribution, including, if applicable, and providing the Custodian has specifically agreed to accept in-kind distributions from the Plan, an asset description and valuation of any in-kind distributions from the most recent records of the Plan.

(c) The Custodian shall treat each Plan as an ongoing plan unless informed by the Plan Fiduciary or its authorized agent that such Plan has been terminated or is in the process of termination. Further, the Custodian shall treat each Plan as not including Roth 401(k) accounts unless informed by the Plan Fiduciary or its authorized agent that such Plan includes Roth 401(k) accounts. For rollovers from Roth 401(k) accounts, the Plan Fiduciary or its authorized agent shall also identify any portion of the rollover which is to be placed into a separate Traditional IRA.

The Plan Fiduciary or its authorized agent shall provide additional information and data as shall be reasonably requested by the Custodian, regarding the former Plan participants for whom the Custodian is being directed to open an IRA. The Account Opening Information and the funds to be placed in each IRA shall be delivered to the Custodian as provided in Section 10 of this Agreement.

**4. Custodian Responsibilities.** Upon receipt of directions from the Plan Fiduciary or its authorized agent, including the Account Opening Information and the funds for the account, the Custodian will open an IRA on behalf of each identified former participant based upon the information provided. The Custodian will advise the Plan Fiduciary or its authorized agent of any additional information needed to proceed. The Custodian shall have no responsibility to ascertain whether any direction received by the Custodian is in compliance with ERISA, the Code, and the terms of the Plan or applicable laws. The Custodian shall not be liable for any action taken by it in good faith made in accordance with any direction from the Plan Fiduciary or its authorized agent. Once funds and all necessary Account Opening Information are received, the Custodian, relying on such directions of the Plan Fiduciary or its authorized agent will open the IRA.

Upon opening the IRA, or later upon first contact, the Custodian will provide the following information to the individual for whom the direct rollover is made ("Account Owner") in accordance with the notification and other applicable requirements of the Code and other applicable rules, laws, Department of Labor regulations and Field Assistance Bulletins, and other regulations or guidance (collectively "Laws"):

(a) An Account Agreement, including an IRA Fee Schedule, completed with the Account Opening Information as provided by the Plan Fiduciary or its authorized agent ("Account Agreement");

(b) An Automatic Rollover Traditional or Roth Individual Retirement Account Custodial Agreement, as applicable ("Custodial Agreement"); and

(c) An Automatic Rollover IRA Disclosure Statement ("Disclosure Statement").

The Custodian's Account Agreement, Custodial Agreement and Disclosure Statement (collectively the "IRA Agreements") are available to the Plan Fiduciary upon request.



The Custodian will update the IRA information with any corrected or updated information as provided by the Account Owner from time to time. The Custodian shall have no obligation to verify the accuracy of the information as provided by the Plan Fiduciary, its authorized agent or the Account Owner. Where the Account Opening Information does not provide a current accurate address for the Account Owner, Custodian will attempt to locate Account Owner pursuant to its standard policies and procedures.

If while attempting to set up a rollover IRA for an individual, it is discovered that the intended Account Owner died prior to the establishment of the IRA, the funds remain assets of the Plan. In that event, Custodian will move the funds from the IRA into a custodial account in the name of the Plan for the benefit of the deceased participant. Acting as the agent of the Plan Fiduciary for the limited purpose of completing the distribution for the deceased participant's account and pursuant to the Plan Fiduciary's written direction, the Custodian will distribute such funds/assets pursuant to the provisions of the Plan and any applicable beneficiary designation. The Custodian may return such funds/assets to the Plan Fiduciary if the Plan Fiduciary does not provide such distribution directions.

**5. IRA.** The IRA to be established by the Custodian for each automatic rollover distribution from the Plan shall be a Traditional IRA unless the funds/assets are from an account identified as a Roth 401(k) account pursuant to Section 3(c) above, and are not specifically directed into a Traditional IRA pursuant to Section 3(c), in which case a Roth IRA shall be established. The Custodial Agreement will be between the Custodian and the Account Owner, and its terms will be fully enforceable by the Account Owner.

**6. Initial Investment of IRA.** As described in the Custodial Agreement and as required pursuant to DOL regulations in Title 29 of the Code of Federal Regulations Section 2550.404a-2(c)(3)(i-iii), the IRA proceeds shall be invested in an FDIC-insured, interest-bearing bank demand account. After such initial investment, the Account Owner will have discretion to designate the investment of the IRA.

**7. Fees and Expenses.** The Fee Schedule applicable to the IRA may be amended by the Custodian in its sole discretion from time to time, and shall be changed as described in the Custodial Agreement. In no event will the Custodian charge fees and expenses that exceed fees and expenses charged by the Custodian for comparable IRAs provided by the Custodian in circumstances other than automatic rollover contributions.

**8. Representations and Warranties.** The Plan Fiduciary represents and warrants:

(a) This Agreement has been duly authorized, executed and delivered by the Plan Fiduciary and constitutes a valid and binding agreement of the Plan Fiduciary and the Plan. To the best of the Plan Fiduciary's knowledge, neither the execution and delivery of this Agreement nor the transactions contemplated hereby, will result in any breach of any charter, bylaw, partnership agreement, order, Laws, rules or regulations to which the Plan Fiduciary or Plan is a party or are otherwise applicable to the Plan Fiduciary or Plan.

(b) The Plan is intended to be one of the following: (a) a tax-qualified retirement plan; (b) a 403(b) plan subject to ERISA; (c) a 403(b) plan of a church or a governmental

entity exempt from ERISA; or (d) 457(b) governmental plan exempt from ERISA. The Plan Fiduciary has no reason to believe that the Plan would not be treated as a tax-qualified Plan (if applicable) and the Plan Fiduciary has no reason to believe that the Plan would not satisfy the applicable requirements of ERISA, the Code or any applicable Laws.

(c) Any automatic rollover distribution made to the Custodian shall be made pursuant to the terms of the Plan, the Code and any applicable Laws.

(d) The Account Opening Information provided to the Custodian is the most recent information available to the Plan and the Plan Fiduciary or employer.

(e) The Plan Fiduciary has taken all the steps necessary in order that the Custodian may open the IRAs based solely upon the Account Opening Information. To the extent such compliance is appropriate, the Plan Fiduciary has taken or will take the steps necessary to ensure that the establishment of the IRAs satisfies the safe harbor requirements for an automatic rollover contribution as described in Title 29 of the Code of Federal Regulations Sections 2550.404a-2 and 404a-3 and Section 401(a)(31)(b) of the Code as applicable and any successor provisions or additional regulatory guidance or Laws that may govern the Plan Fiduciary's responsibilities with respect to opening IRAs hereunder for ongoing and terminated Plans (collectively the "Safe Harbor").

(f) The information provided to the Custodian pursuant to Section 3(c) of this Agreement is the most recent information available to the Plan fiduciary.

(g) The Plan Fiduciary has relied on its own legal counsel or other tax/employee benefit professionals for advice in taking actions under the Plan, taking actions to meet the Safe Harbor Requirements and in executing this Agreement.

The Custodian represents and warrants:

(h) This Agreement has been duly authorized, executed and delivered by the Custodian and constitutes a valid and binding agreement of the Custodian. Neither the execution nor delivery of this Agreement nor the transactions contemplated hereby will result in any breach of any charter, bylaw, partnership agreement, order, Laws, rules or regulations to which the Custodian is a party or are otherwise applicable to the Custodian.

(i) Each IRA is intended to be a Traditional IRA or a Roth IRA under the Code, as applicable.

(j) The IRA Agreements will conform to the requirements of the Code and Laws as applicable to such rollover IRAs. The IRA Agreements may contain additional information and provisions as determined by the Custodian and may be modified by the Custodian from time to time in its sole discretion so long as the modified form continues to qualify under the then requirements for an IRA.

(k) The IRA fees and expenses on these rollover IRAs shall not exceed the fees and expenses for comparable IRAs provided by the Custodian in circumstances other than automatic rollover contributions.

(l) The IRAs and the services provided under this Agreement are designed to satisfy applicable Safe Harbor

requirements for such automatic rollovers from the Plans to the IRAs. Qualifying under such Safe Harbor requirements requires certain actions be taken by the Plan Fiduciary.

(m) The FDIC-insured, interest-bearing bank demand account is designed to preserve principal, and provides a reasonable rate of return consistent with liquidity. This investment product seeks to maintain, over the term of the investment, the dollar value equal to the amount initially invested in the product.

**9. Confidentiality.** The Plan Fiduciary and the Custodian agree that all confidential information, including all Account Owner information, communicated to each other during the term of this Agreement shall be received in strict confidence, will be used only for the purposes of this Agreement, and no such information will be disclosed to third parties by the recipient party, its employees or its agents without the prior written consent of the other party except the Plan Fiduciary and Custodian may each share with its respective vendors and agents such confidential information as required for those vendors or agents to carry out their responsibilities with regard to services involving this Agreement and the IRAs. Each party agrees to take all reasonable precautions to prevent the disclosure to other third parties of such information, including without limitation, the provisions of this Agreement and all of the IRA Agreements except as expressly provided herein or as may be necessary by reason of legal, accounting or regulatory requirements. The Plan Fiduciary authorizes the Custodian to release all records and information upon receipt of any request, audit or exam by the Department of Labor (DOL), without the need for additional authorization from the Plan or a subpoena or court order from the DOL. The Custodian shall notify the Plan Fiduciary of any DOL request for information or documents regarding the Plan prior to the Custodian's compliance with any such request.

These confidentiality provisions survive the expiration or termination of this Agreement and continue for so long as either party is in possession of data or information protected hereunder. Notwithstanding anything herein to the contrary, neither party will be bound under these confidentiality terms to the extent that it acts under court order, or in accordance with the requirements of any applicable law.

**10. Computerized Data and Funding Requirements.** The Plan Fiduciary or its authorized agent will provide the Custodian electronic files identifying the individual for whom rollovers are made in a format agreed to by the Custodian. Funds/assets from the Plan, including those due to uncashed checks for participants, transferred for rollover accounts will be aggregated and, unless the Custodian otherwise consented to in writing, will be sent from the Plan to the Custodian via wire transfer. The transfer of the electronic files and corresponding rollover amounts will serve as evidence of the Plan Fiduciary's direction to establish the IRA for the Account Owners. The Plan Fiduciary will use best practices to avoid introducing any viruses into the Custodian's systems by such electronic files. It is the responsibility of the Plan Fiduciary or its authorized agent to encrypt such electronic files to the extent and in a manner which the Plan Fiduciary considers necessary to protect the confidentiality of the information contained therein.

**11. Authorized Parties.** In addition to the directions provided by the electronic files pursuant to Section 10 of this Agreement, the Plan Fiduciary or its authorized agent may direct the

Custodian to act upon directions of certain identified individuals; provided that the Custodian may act upon the directions, written or oral, by telephone, mail or e-mail, of any individual which the Custodian reasonably believes is authorized to act on behalf of the Plan Fiduciary or its authorized agent. The Custodian in relying on the directions received and reasonably believed to be from authorized individuals shall be fully indemnified by the Plan Fiduciary and be without liability to the Plan, the Plan Fiduciary, the Account Owner or any other party for any action taken or omitted by it in reliance upon such directions.

**12. Third Party Agreements.** The Plan Fiduciary is responsible for obtaining and providing the delivery of information and funds between the Plan Fiduciary, the Plan and the Custodian as contemplated by this Agreement.

**13. Indemnification; Limitation of Liability.** Regardless of whether the Plan is ongoing or has been terminated, the Plan Fiduciary will indemnify and hold the Custodian harmless from any and all liability, claims, damages, costs or expenses (including reasonable attorneys' fees) (collectively "Damages") arising from or claimed to have arisen from (a) the Plan Fiduciary's breach of this Agreement, including without limitation, the terms of the applicable IRA Agreements, except Damages arising from the Custodian's negligence, bad faith or willful misconduct; (b) the Plan Fiduciary's or its authorized agent's negligence, bad faith or willful misconduct; (c) the Plan Fiduciary's violation of the Plan or law governing the Plan, or the Code or the Laws; (d) inaccurate information provided by the Plan Fiduciary or its authorized agent about the Account Owner, the Plan, or the assets transferred to the IRA; (e) any acts or omissions of the Plan Fiduciary, the agents of the Plan Fiduciary or any fiduciary under the Plan; (f) any actions or omissions of the Custodian arising out of or resulting from the Custodian's reliance upon the information provided by the Plan Fiduciary or its authorized agent; (g) any actions or omissions of the Custodian, arising out of or resulting from the Custodian's execution of any direction to so act or fail to act provided by the Plan Fiduciary or its authorized agent; and (h) the failure or breach of any of the Plan Fiduciary's representations or warranties.

The Custodian will indemnify and hold the Plan Fiduciary harmless from any and all Damages arising from or claimed to have arisen from (a) the Custodian's breach of this Agreement, except Damages arising from the negligence, bad faith or willful misconduct of the Plan Fiduciary or its authorized agent, including inaccurate information provided by the Plan Fiduciary or its authorized agent about the Account Owner, the Plan, or the funds/assets transferred to the IRA; (b) Custodian's negligence, bad faith or willful misconduct; and (c) the failure or breach of any of the Custodian's representations or warranties.

In no event shall the terms of the Plan or this Agreement, either expressly or by implication, be deemed to impose upon the Custodian any power or responsibility other than those set forth specifically in this Agreement. The Custodian may assume until advised to the contrary that the Plan and the trust funding the Plan are (were, if terminated) qualified under Section 401(a) of the Code and exempt from taxation under Section 501(a) of the Code, or under corresponding provisions of subsequent federal tax laws, or, if applicable, that the Plan is a 403(b) or 457(b) retirement plan exempt from taxation as provided under Sections 403(b) or 457(b) of the Code, as applicable.

Nothing in this Agreement is intended to make the Custodian a sponsor or administrator of the Plan and, to the contrary, the intent of the parties is that the Custodian is not a fiduciary of the Plan under ERISA, the Code or any other applicable Laws.

The Custodian shall have no responsibility to determine whether distributions from the Plan comply with the provisions of the Plan, the Code, or ERISA, as applicable, and shall have no responsibility to pay funds to individuals pursuant to the terms of the Plan.

Notwithstanding any other provisions of this Agreement to the contrary, in no event shall either the Custodian or the Plan Fiduciary be liable to the other for any consequential, indirect or special damages of any nature whatsoever.

The terms of these limitations on liability shall survive the termination of this Agreement.

**14. Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement, or any other agreement between the Plan Fiduciary or the Plan and the Custodian, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Chicago, Illinois before a sole arbitrator, in accordance with the laws of the State of Illinois for agreements made in and to be performed in that State. Except as otherwise agreed by the parties, the arbitration will be administered by JAMS, formerly Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures and that any arbitration will be conducted by a retired judge who is experienced in dispute resolution, pre-arbitration discovery will be limited to the greatest extent provided by the rules of JAMS, the arbitration award will not include factual findings or conclusions of law, and no consequential or punitive damages will be awarded. Notwithstanding any other rules, no arbitration proceeding brought against the Custodian will be consolidated with any other arbitration proceeding without the Custodian's consent. Judgment may be entered upon any award granted in any arbitration in any court of competent jurisdiction in Chicago, Illinois, or in any other court having jurisdiction. Each party shall be responsible for the paying its own costs fees and expenses (including legal fees); provided, however shall each pay one-half of all fees paid to JAMS and the arbitrator. The Plan Fiduciary agrees that the Plan Fiduciary or the Plan may only bring claims and disputes to arbitration only the Plan Fiduciary's individual capacity or for the Plan and not as a plaintiff or class member in any purported class or representative arbitration.

**15. Term.** This Agreement is effective as of the date of the Plan Fiduciary's signed acceptance indicated below and shall continue in full force and effect until terminated. This Agreement may be terminated by the Plan Fiduciary or the Custodian at any time upon sixty (60) days' written notice. Termination shall not affect any IRA previously established pursuant to this Agreement. This agreement will be considered null and void upon the insertion of modified language without the written consent of the Custodian.

**16. Governing Law.** This Agreement shall be governed by and construed in accordance with and enforced pursuant to the laws of the State of Illinois to the extent not preempted by controlling federal law. The Plan Fiduciary hereby submits to the jurisdiction of the courts located in the State of Illinois.

**17. Force Majeure.** Neither party shall be responsible for any default or delay in performance, or non-performance, of any obligation hereunder to the extent the same is due to forces beyond its reasonable control, including, but not limited to, delays, errors or interruptions caused by either party (not including the Plan's third party administrator ("TPA"), if any), other third parties, industrial, judicial, governmental, civil or military action, wars, acts of terrorism, insurrection or revolution, labor disputes, fires, storms, earthquakes, floods or elements of nature, nuclear fusion, fission or radiation, failure or fluctuation in electrical power, heat, light, air conditioning or telecommunications equipment, acts of God or any other cause beyond the reasonable control of a party.

**18. Notices.** Any written notice required to be given pursuant to the terms and provisions hereof, will be deemed effective on the earlier of actual receipt, five (5) days following deposit in the United States Mail (first class, postage prepaid, return receipt requested), the next business day following deposit with a nationally recognized overnight courier service, or the same day following (a) transmission of an electronic mail message ("E-mail") or (b) a legible facsimile copy, during regular business hours, in each case, with fees, if any, prepaid and addressed to the party and/or the Plan's TPA, if any, at the address set forth below or at such other address as that party may notify the other of from time to time in accordance with this Section 18. For all purposes of this Agreement, an E-mail transmission shall be deemed to be in writing and the term "address" shall include a party's E-mail address. Each party shall be entitled to rely on the address and E-mail contact information contained herein until it has received written notification of a change in such information and shall have had a reasonable period of time to react thereto. Either the TPA or the Plan Fiduciary may provide the Custodian with a change of address for the TPA, if any:

**Custodian: Millennium Trust Company, LLC**

2001 Spring Road, Suite 700

Oak Brook, IL 60523

Attn.: Terrence W. Dunne

E-mail: tdunne@mtrustcompany.com

630.368.5675 (telephone)

630.368.5699 (fax)



**Active Plan**

OR



**Terminated Plan**

**Plan Fiduciary:**

MONTGOMERY TOWNSHIP

Address:

1001 Stump Road  
Montgomeryville PA 19446

E-mail:

benefits@montgomerytwp.org

Attn.:

Ann Shade

Phone:

215-393-6900

Fax:

215-855-6656



**Third Party Administrator/ Recordkeeper/ Other:**  
(Company that referred you to Millennium)

Benefit Consultants Group	
Address:	51 Haddonfield Road, Suite 200 Cherry Hill, NJ 08008
E-mail:	
Attn.:	
Phone:	
Fax:	

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date below.

**Plan Fiduciary:**

MONTGOMERY TOWNSHIP

Not individually, but company name

**Plan Name:**

MONTGOMERY TOWNSHIP 457(b) DEFERRED  
COMPENSATION PLAN

By: \_\_\_\_\_

Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**19. Successors and Assigns.** Either party may assign or transfer this Agreement, or any of its rights and obligations under it upon written notice to the other party, provided the assignee agrees in writing to the obligations of the assigning party set forth in this Agreement.

**20. Amendments.** This Agreement may be amended from time to time by the Custodian upon the mutual written agreement of the parties, which agreement shall not be unreasonably withheld or delayed.

**21. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue to be fully effective, provided that both parties will exercise their best efforts in good faith to replace by mutual agreement any such invalid or unenforceable provision that in the opinion of either party materially affects their position under the Agreement.

**22. Headings.** The headings in this Agreement are inserted for convenience of reference only and are not to be considered in the construction of its provisions.

**23. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument.

Accepted by:

Millennium Trust Company, LLC

By:



Terrence W. Dunne

Title: SVP, Rollover Solutions Group

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Police Officer Pension Contribution Rate for 2019

MEETING DATE: November 26, 2018

ITEM NUMBER: ~~#~~ //

MEETING/AGENDA:

ACTION **xx**

NONE

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

INITIATED BY: Ami Tarburton  
Finance Director



BOARD LIAISON: Jeffrey W. McDonnell, Supervisor  
Liaison – Pension Committee

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BACKGROUND:

Resolution #6, dated November 8, 1976, which established the Police Pension Plan, states that monthly contributions of the participants shall not be reduced or eliminated if any contribution by Montgomery Township will be required to keep the pension fund actuarially sound.

Included in the Board packet for this evening is the Minimum Municipal Obligation calculated for the Police Pension Plan that establishes the minimum funding requirements for the Police Pension Plan for 2019 based upon January 1, 2017 Actuarial Valuation study of the plan.

The MMO calculation has determined that for 2019, a combination of State Aid (\$284,000), Township contributions (\$567,857) and Police Officer Contributions (Base, Longevity and Holiday pay at 5%) estimated at \$203,380, will be required to meet the funding obligations of the Plan and keep the pension fund actuarially sound.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

Contributions in the amount of 5% have been withheld from Police Officers pay in the years 2006 through 2018.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Waiving the Police Officer contribution requirement for 2019 would require that the Township contribute an additional \$203,380 to meet the funding requirements for the Pension Plan for 2019.

RECOMMENDATION:

Based on the Minimum Municipal Obligation calculation of the Police Pension Plan for 2019, contributions by the Township will be required to meet the funding obligations of the plan and keep the pension fund actuarially sound. Therefore, it is recommended that the Board of Supervisors continue to require Police Officer contributions to the Police Pension Plan in the amount of 5% of Base Salary, Longevity and Holiday pay for the year 2019.



MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby require Police Officer contributions to the Police Pension Plan in the amount of 5% of Base Salary, Longevity and Holiday pay for the year 2019 and direct that notice of the contribution be provided to the representatives of the Police Collective Bargaining Unit.

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

ROLL CALL:

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

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

Montgomery Township Non-Uniformed Pension Plan  
2019 Minimum Municipal Obligation

1 Employer Contribution Percentage		8.00%
2 Administrative Expense Percentage		<u>0.00%</u>
3 Total Percentage (1 + 2)		8.00%
4 Estimated 2019 Covered Payroll	\$	<u>4,302,300.00</u>
5 Financial Requirements (3 x 4)	\$	344,184.00
6 Advance Employer Contribution		<u>n/a</u>
7 Minimum Municipal Obligation (5 - 6) (Due Before 12-31-2019)	\$	<u><u>344,184.00</u></u>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Montgomery Township Police Pension Plan  
2019 Minimum Municipal Obligation**

1 Normal Cost Percentage'		13.80%
2 Administrative Expense Percentage		<u>1.20%</u>
3 Total Percentage (1 + 2)		15.00%
4 Estimated 2019 Total Gross W-2 Payroll	\$	<u>4,067,591.00</u>
5 Annual Cost (3 x 4)	\$	610,140.00
6 Amortization Contribution Requirement	\$	<u>445,097.00</u>
7 Financial Requirements (5 + 6)	\$	1,055,237.00
8 Member Contributions Anticipated	\$	203,380.00
9 10% of Negative Unfunded Liability '		<u>\$0</u>
10 Minimum Municipal Obligation (7 - 8 - 9) (Due Before 12-31-2019)	\$	<u><u>851,857.00</u></u>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

<sup>1</sup> Based upon 1/1/2017 Actuarial Valuation

## MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

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SUBJECT: Consider Awarding Phase 4 – Ash Tree Forestry Management Program

MEETING DATE: November 26, 2018

ITEM NUMBER: #12

MEETING/AGENDA:

EXECUTIVE SESSION

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

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### BACKGROUND:

The Dead and Diseased Ash Tree Removal Program – Windlestrae Park William F. Maule & Rose Twig Sections and Memorial Grove Open Space Area went out to bid as previously authorized by the Board of Supervisors. A pre-bid meeting was held on November 7, 2018 and the bids received were opened on November 14, 2018 after the 10am deadline. Four bids were submitted to the Township for review. The bids received ranged in price from \$223,248 to \$248,976. See attached spreadsheet.

The work under this contract includes the furnishing of all labor, materials and equipment necessary and incidental for the felling of 950 +/- trees to within 12 inches or less of the ground level. Additional requirements and procedures are outlined within the bid documents.

### PREVIOUS BOARD ACTION:

The Board of Supervisors authorized the Township Manager to obtain bids for the Ash Tree Forestry Management Program – Windlestrae Park William F. Maule & Rose Twig Sections and Memorial Grove Open Space Area during the October 22, 2018 meeting.

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT: \$223,248

### RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the Township Manager to award the bid for the Ash Tree Forestry Management Program – Windlestrae Park William F. Maule & Rose Twig Sections and Memorial Grove Open Space Area as submitted by Knight Bros. Inc. in the amount of \$223,248.

### MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the Township Manager to award the bid for the Ash Tree Forestry Management Program – Windlestrae Park William F. Maule & Rose Twig Sections and Memorial Grove Open Space Area as submitted by Knight Bros. Inc. in the amount of \$223,248.

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
Candye Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank Bartle, Esq.

Dead & Diseased Tree Removal Program – Windlestrae Park Maule & Rose Twig Sections and Memorial Grove Open Space Area

BID RESULTS

November 14, 2018

		*** Items Required to be submitted with Bid Packet***										
COMPANY NAME	BID AMOUNT	Exception	10% Bid Bond	Exhibit A (1-5)	Exhibit A (6 or 7)	Non-Collusion Affidavit	Statement of Qualifications	Tree List Chart	Min Equip. & Manpower	Exhibit G Insurance Statement	Exhibit H PW Verification	COMMENTS
Knight Bros. Inc Aston, PA	\$223,248	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Clauser Tree Care Chalfont, PA	\$229,265	N	N	Y	Y	Y	Y	Y*	Y	Y	Y	*Did not use updated tree list chart
Corbo Landscaping Norristown, PA	\$242,000	N	Y	Y	Y	Y	Y	Y*	Y	Y	Y	*Did not use updated tree list chart
ProMark Tree Service, Inc. Zieglerville, PA	\$248,976	N	Y	Y	Y	Y	Y	Y*	Y	Y	Y	*Did not use updated tree list chart

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Applications for 2018 Tree City USA Recertification and 2018 Growth Award

MEETING DATE: November 26, 2018

ITEM NUMBER **#13**

MEETING/AGENDA:

ACTION: NONE

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

INITIATED BY: Bruce Shoupe  
Director of Planning & Zoning

BOARD LIAISON: Michael J. Fox, Vice-Chairman  
Board Liaison

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BACKGROUND:

The Tree City USA® program, sponsored by the Arbor Day Foundation in cooperation with the USDA Forest Service and the National Association of State Foresters gives national recognition for urban and community forestry programs in towns and cities that meet the following four standards: A Tree Board or department, a Tree Care Ordinance, a Community Forestry Program with an annual budget of at least \$2 per capita, and an Arbor Day Observance and Proclamation.

The application process is to be completed online at Arborday.org. Attached are the Application Signature Pages and the 2018 STC Annual Work Plan. Montgomery Township has received the Tree City recognition for the last twenty-one years and has received the Growth Award for seventeen of those years.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None

RECOMMENDATION:

Approve application for submittal as done in previous years.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the applications for Montgomery Township to receive the 2018 Tree City USA Recertification and 2018 Growth Award.

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.

# MONTGOMERY TOWNSHIP SHADE TREE COMMISSION

## 2018 ANNUAL WORK PLAN

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Arbor Day 2018– This year, the Annual Arbor Day Tree Give-Away was held on April 28<sup>th</sup>, 2018, from at the Montgomery Township Community and Recreation Center. The day's events included the reading of the Arbor Day Proclamation, the distribution of 300 free native shade and ornamental trees (at a cost of \$3,263.00) to residents, and the presentation of the 2017 Tree City USA Certification and Growth Award to Montgomery Township. Township staff, Landscape Architect, and several volunteers were on hand to provide tree selection, care, and maintenance advice to our residents. An additional 52 trees were ordered for a volunteer planting project in Spring Valley Park and the Sugar Maple Grove at a cost of \$661.40

Forestry Management – The Township has worked with a Forester, Timberlink Consulting, in identifying the magnitude of the EAB infestation in our forests within Township owned properties. Ash trees make up approximately 30% of our forested lands and park areas. Contracts for Phases II, III have been awarded for the felling of 817 diseased and dying Ash trees in the amount of \$208,500. Phase IV is currently underway.

Basin Naturalization Program – The last six basins were selected to be entered into the Township's Naturalized Basin program at the end of 2017. Assessments were completed in November of 2017. These basins currently being maintained by the Township are scheduled to be "naturalized" and have been designated as a "no mow" area. They were formally entered into the program in 2018 after all assessments and inspections were completed. As of this date, 62 of the 66 Township owned basins have been "Naturalized". Reassessments were completed on six basins that were previously assessed in 2012. Overall, most basins have progressed nicely. Biggest problem was blocked access to structures and suggested adding riprap to some of these basins.

2018 Spring Planting Project – Removal of 38 dead Ash Trees and the installation of 38 trees in Rose Twig Parking lot of Windlestrae Park. The trees selected for installation included Red Maples, Littleleaf Lindens and Willow Oaks. The cost of this project was \$16,699.00.

2018 Fall Planting Project – 16 street trees along Township Open Space and basin properties were replaced. London Planes were selected for this project. The cost of the project was \$9,520.00.

2018 Community Forestry Workshop - Montgomery Township and Bartlett Tree Experts hosted our second annual Community Tree Workshop on November 2<sup>nd</sup> of this year at the Community and Recreation Center. The seminar focused on improving the skills of arborists, foresters, and landscapers, especially those who manage and care for parks, school grounds, and other public spaces. Private arborists and other green industry professional were welcomed as well. ISA and PA Pesticide credits were approved for this all day seminar.

### Other Projects / Achievements

The Shade Tree Commission worked with a local HOA, Gwynedd Pointe Townhouse Development, in regards to their proposed removal and replacement of trees and landscaping on their property within the community.

Montgomery Township received recertification for Tree City USA for the 21<sup>st</sup> year and received the Growth Award for the 17<sup>th</sup> year for our commitment and dedication to providing a sound community forestry program.

# *Tree City USA Growth Award*

## *2018 Application for Certification*



### *As Mayor or Equivalent of the Community of Montgomery Township*

I herewith make application for this community to receive the Tree City USA Growth Award as we:

- Certified as a Tree City USA last year and have submitted an Application for Recertification this year.
- Earned 10 or more points according to Growth Award Eligible Activities (which were new or significantly improved during 2018)
- Attached documentation for each Eligible Activity for which we seek recognition as listed below. (Appropriate documentation includes narrative descriptions, copies of documents, copies of printed brochures, and newspaper clippings.)

**City Forestry Contact:**

Marianne McConnell    Shade Tree Coordinator    215-393-6920    mmccConnell@montgomerytp.org

**Activities**

Activity #	Activity Name	Points Earned
A12	Arborist Workshops	5
B1	New Project or Organization	4
C10	Wildlife Habitat	3
		Total Points: 12

Mayor or Equivalent Signature

Title

Date

### ***Growth Award Certification***

To Be Completed By The State Forester:

#### **Montgomery Township**

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to receive the Tree City USA Growth Award for the 2018 calendar year, having in my opinion met the Growth Award criteria specified in this application.

State Forester Signature

Title

Date





[Print this page](#)

# Tree City USA

## 2018 Application for Certification



The Tree City USA award is in recognition of work completed by the community during the 2018 calendar year.

### As Mayor or Equivalent of the Community of Montgomery Township

I herewith make application for this community to be officially certified/recertified as a Tree City USA for 2018, having achieved the standards set forth by the Arbor Day Foundation as noted below.

#### Standard 1: A Tree Board or Department

Community has a Tree Board only

Tree Board Chair

Roy Rodriguez Tree Board Chairperson 215-393-6900 mmccConnell@montgomerytp.org

#### Standard 2: A Community Tree Ordinance

✓ Our community ordinance is on record

#### Standard 3: A Community Forestry Program with an Annual Budget of at Least \$2 Per Capita

Total Community Forestry Expenditures	\$458420.1
Community Population	25000
Per Capita Spending	\$18.34

#### Standard 4: An Arbor Day Observance and Proclamation

✓ Official Arbor Day proclamation is on record

Mayor or Equivalent Signature

Title

Date

### Application Certification

To Be Completed By The State Forester:

#### Montgomery Township

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2018 calendar year, having in my opinion met the four standards required for recognition.

State Forester Signature

Title

Date


[Print this page](#)

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

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**SUBJECT:** Authorize Township Manager to obtain bids for Ash Tree Forestry Management Program Project in Montgomery Oaks, Montgomery Crossing, Orchards Open Space Areas (Phase 5 – 350 +/- Trees)

**MEETING DATE:** November 26, 2018

**ITEM NUMBER:** #14

**MEETING/AGENDA:**

**EXECUTIVE SESSION**

**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

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**BACKGROUND:**

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, under the 4 Phases noted below, approximately 2000 +/- trees have been felled.

This forestry management 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

- December 2017 Phase I of the Ash Tree Removal Program for 237 +/- trees at Spring Valley Park in the amount of \$29,600
- February 2018 - Phase II for 403 +/- trees at Autumn Woods/Winner Circle Open Space areas in the amount of \$135,000.
- September 2018 - Phase III for 420 +/- trees at the Zehr Section of Windlestrea Park, Friendship Park and Gwynedd Lea Open Space in the amount of \$73,500.00.
- November 2018 - Phase IV for 950 +/- trees in the main section Windlestrea Park, Rosetwig Park and Memorial Grove Open Space \$223,248.

**ALTERNATIVES/OPTIONS:**

None

**BUDGET IMPACT:**

Estimate possible \$80,000 expenditure.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors authorize the Township Manager to obtain bids for the Ash Tree Forestry Management Program at the Montgomery Oaks, Montgomery Crossing, Orchards Open Spaces Areas.

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 Forestry Management Program at the Montgomery Oaks, Montgomery Crossing, Orchards Open Spaces Areas.

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.

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

SUBJECT: Consider Construction Escrow Release #1 – LDS 694 – Higher Rock Partners –  
Grading Permit - Phase 1

MEETING DATE: November 26, 2018

ITEM NUMBER: **#15**

MEETING/AGENDA:      WORK SESSION      ACTION XX      NONE

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

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

BACKGROUND:

Attached is a construction escrow release requested by Higher Rock Partners, LP for Phase 1, as recommended by the Township Engineer. The original amount of the escrow was \$1,821,622.83, held as a LOC with Beneficial Bank. This is the first escrow release for this project. The current release is in the amount of \$ 379,657.30. The new balance would be \$1,441,965.53.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

Approve or not approve the construction escrow release.

BUDGET IMPACT:

None.

RECOMMENDATION:

That this construction escrow be released.

MOTION/RESOLUTION:

The Board of Supervisors hereby authorize a construction escrow release in the amount of \$ 397,657.30, as recommended by the Township Engineer for the Higher Rock Partners, LP.

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.



November 12, 2018

File No. 2016-07014-01

Lawrence J. Gregan, Manager  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936-9605

Reference: Higher Rock Partners, LP - Grading Permit Review – LDS#694  
Escrow Release 1

Dear Bruce:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements attached to this letter in the amount of \$379,657.30 have been completed. Please find enclosed a copy of our escrow calculations and the application for release of funds for your use.

Please be advised that these improvements will be subject to a final inspection prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.

Should you have any further questions or require any additional information, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in dark ink, reading 'James P. Dougherty'.

James P. Dougherty, P.E.  
Senior Project Manager  
Gilmore & Associates, Inc.

JPD/sl

Enclosure: Release of Escrow Form (November 12, 2018)  
Summary of Improvement Escrow Account (November 12, 2018)

cc: Bruce S. Shoupe, Director of Planning and Zoning  
Marianne McConnell, Deputy Zoning Officer – Montgomery Township  
Mary Gambino, Project Coordinator - Montgomery Township  
Frank R. Bartle, Esq., Solicitor – Dischell Bartle & Dooley, PC  
Judith Stern Goldstein, ASLA, R.L.A. – Boucher & James, Inc.  
Kevin Johnson, P.E. – Traffic Planning & Design, Inc.  
John Antonucci – Higher Rock Partners, LP  
Jim Kahn, President – Higher Rock Partners, LP  
James M. DeNave, P.E., Director of Operations - PH&C, LLC  
George Hartman, P.E. – Bohler Engineering  
Russell S. Dunlevy, P.E., Senior Executive Vice President – Gilmore & Associates, Inc.  
Brian Dusault, Construction Services Manager - Gilmore & Associates, Inc.

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

[www.gilmore-assoc.com](http://www.gilmore-assoc.com)

**RELEASE OF ESCROW FORM**

James P. Dougherty, P.E.  
Senior Project Manager  
Gilmore & Associates, Inc.  
65 East Butler Avenue, Suite 100  
New Britain, PA 18901  
215-345-4330

Date: 11/07/2018

Development: Higher Rock - Grading Permit - LDS-694

G&A Project #: 2016-07014-01

Release #: 1

Dear Mr. Dougherty:

This is an escrow release request in the amount of \$379,657.30. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

**ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.**

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

Date: 11/12/2018

Dear Mr. Gregan:

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$379,657.30 be released. These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.

 11/12/18  
James P. Dougherty, P.E., Senior Project Manager, Gilmore & Associates, Inc.

Resolution # \_\_\_\_\_

WHEREAS, a request for release of escrow was received from Higher Rock Partners, LP for Higher Rock - Grading Permit - LDS-694, in the amount of \$379,657.30, on the representation that work set forth in the Land Development Agreement to the extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$379,657.30; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$379,657.30; in accordance with the developer's request, and the officers of the Township are authorized to take the necessary action to obtain release of said sum. BE IT FURTHER RESOLVED that Township records indicate that escrow has been deposited via Letter of Credit with Montgomery Township in total sum of \$1,821,622.83 pursuant to a signed Land Development Agreement and that \$0.00 has previously been released from escrow. Therefore, the action of the Board releasing said sum leaves a new balance of \$1,441,965.53 in escrow.

MOTION BY \_\_\_\_\_

VOTE: \_\_\_\_\_

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

DATED: \_\_\_\_\_

RELEASED BY: \_\_\_\_\_

Department Director



Gilmore & Associates, Inc.  
Engineering and Consulting Services

ESCROW RELEASE NO. 1  
DATE PREPARED: 12-Nov-2018

PROJECT NAME	Higher Rock - Grading Permit	TOTAL ENGINEERING CASH ESCROW	\$ 40,000.00	MONTGOMERY TOWNSHIP
PROJECT OWNER	Higher Rock Partners, LP	TOTAL ADMINISTRATION (CASH ESCROW)	\$ 5,000.00	TOWNSHIP NO. LDS-654
ESCROW AGENT	Beneficial Bank			G&A PROJECT NO. 2016-07014-01
TYPE OF SECURITY	Letter of Credit	MAINTENANCE BOND AMOUNT (15%)	\$ 249,403.11	AGREEMENT DATE: 12-Oct-2018

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT		TOTAL COST	RELEASE REQUESTS			BALANCE
			CURRENT	PRIOR	TOTAL	
CONSTRUCTION		\$ 1,429,020.75	\$ 319,657.30	\$ -	\$ 319,657.30	\$ 1,109,363.45
CONTINGENCY (10%)		\$ 165,602.08	\$ -	\$ -	\$ -	\$ 165,602.08
TOTAL		\$ 1,594,622.83	\$ 319,657.30	\$ -	\$ 319,657.30	\$ 1,274,965.53

CONSTRUCTION ITEMS				UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (incl. current release)		AVAILABLE FOR RELEASE (incl. current release)				
								QTY	COST	QTY	COST	QTY	COST	QTY	COST			
<b>A. <u>SOIL EROSION AND SEDIMENT CONTROL</u></b>																		
Stage 1																		
1	Construction Entrance	EA	2	\$	7,600.00	\$	15,200.00	1.00	\$	7,600.00	\$	-	1.00	\$	7,600.00	1.00	\$	7,600.00
2	12 inch Filter Sock	LF	380	\$	3.75	\$	1,425.00	380.00	\$	1,425.00	\$	-	380.00	\$	1,425.00	\$	-	
3	16 inch Filter Sock	LF	2,490	\$	5.75	\$	14,317.50	2,490.00	\$	14,317.50	\$	-	2,490.00	\$	14,317.50	\$	-	
4	32 inch Filter Sock	LF	600	\$	12.75	\$	7,650.00	600.00	\$	7,650.00	\$	-	600.00	\$	7,650.00	\$	-	
5	Silt Fence	LF	1,000	\$	1.75	\$	1,750.00	1,000.00	\$	1,750.00	\$	-	1,000.00	\$	1,750.00	\$	-	
6	H&G Silt-150 BN	SP	77,200	\$	0.24	\$	18,528.00		\$	-	\$	-		\$	-	77,200.00	\$	18,528.00
7	Temporary Vegetation Stockpile	SP	100,000	\$	0.04	\$	4,000.00		\$	-	\$	-		\$	-	100,000.00	\$	4,000.00
8	Tree Protection Fence (2,200 LF installed prior to agreements)	LF		\$	1.75	\$	-		\$	-	\$	-		\$	-		\$	-
<b>B. <u>EARTHWORK</u></b>																		
1	Site Grading	LS	1	\$	424,574.00	\$	424,574.00	0.20	\$	84,914.80	\$	-	0.20	\$	84,914.80	0.80	\$	339,659.20
2	Rock Blasting	LS	1	\$	516,000.00	\$	516,000.00	0.50	\$	258,000.00	\$	-	0.50	\$	258,000.00	0.50	\$	258,000.00
3	Retaining Wall	ST	26,745	\$	22.25	\$	592,628.25		\$	-	\$	-		\$	-	26,745.00	\$	592,628.25
4	Fill Protection Fence	LF	1,200	\$	25.00	\$	30,000.00		\$	-	\$	-		\$	-	1,200.00	\$	30,000.00
<b>C. <u>STORM SEWER</u></b>																		
1	IN49	EA	1	\$	20,000.00	\$	20,000.00		\$	-	\$	-		\$	-	1.00	\$	20,000.00
2	24 inch Class V RCP	LF	50	\$	125.00	\$	6,250.00		\$	-	\$	-		\$	-	50.00	\$	6,250.00
3	Rip Rap Outlet Protection	EA	1	\$	3,500.00	\$	3,500.00		\$	-	\$	-		\$	-	1.00	\$	3,500.00
<b>D. <u>MISCELLANEOUS</u></b>																		
1	Construction Stakeout	LS	1	\$	20,000.00	\$	20,000.00	0.20	\$	4,000.00	\$	-	0.20	\$	4,000.00	0.80	\$	16,000.00
<b>E. <u>CONTINGENCY</u></b>																		
	1. 10% Contingency	LS	1	\$	165,602.08	\$	165,602.08		\$	-	\$	-		\$	-	1.00	\$	165,602.08
(Released upon certification of completion and receipt of Maintenance Bond)																		

#### NOTES

- These construction items include only the scope of work approved under the grading permit (i.e. Construction Sequence Phase 1, items 1 through 8 (reference Sheet 35 of 61, last revised August 3, 2018)).
- The remainder of the improvements will be tabulated separately for recording with the land development plans and agreements.
- Revised 9/28/18 to remove items completed in advance of agreements (removed: demolition, clear & grub, and TPF).

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Payment of Bills

MEETING DATE: November 26, 2018

ITEM NUMBER: #16

MEETING/AGENDA: WORK SESSION      ACTION XX      NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

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

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BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approval all bills as presented.

MOTION/RESOLUTION:

None.

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



11/19/2018

Check List  
For Check Dates 11/13/2018 to 11/26/2018

Check Date	Name	Amount		
11/15/2018	BCG 401	401 Payment	\$	15,914.32
11/15/2018	BCG 457	457 Payment	\$	12,461.66
11/15/2018	PA SCDU	Withholding Payment	\$	802.03
11/15/2018	PBA	PBA Payment	\$	851.30
11/15/2018	UNITED STATES TREASURY	941 Tax Payment	\$	77,678.98
11/21/2018	STATE OF PA	State Tax Payment	\$	8,786.15
Total Checks: 6			\$	116,494.44

11/20/2018 01:08 PM  
 User: msanders  
 DB: Montgomery Twp

CHECK REGISTER FOR MONTGOMERY TOWNSHIP  
 CHECK DATE FROM 11/13/2018 - 11/26/2018

Page: 1/2

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 01 UNIVEST CHECKING					
11/13/2018	01	73348	100000798	MID-ATLANTIC TRUST CO	2,655.48
11/16/2018	01	73349	100000836	ASHLEY JOHNSON	112.50
11/16/2018	01	73350	100000832	NORTH WALES BOROUGH	100.00
11/16/2018	01	73351	00000399	PECO ENERGY	7,916.96
11/20/2018	01	73352	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	1,631.43
11/20/2018	01	73353	00000723	A TO Z PARTY RENTAL	44.00
11/20/2018	01	73354	00000006	ACME UNIFORMS FOR INDUSTRY	157.60
11/20/2018	01	73355	MISC-FIRE	ADAM ZWISLEWSKI	30.00
11/20/2018	01	73356	00001875	ADVANCED COLOR AND GRIND LLC	2,000.00
11/20/2018	01	73357	00000340	ADVENT SECURITY CORPORATION	114.00
11/20/2018	01	73358	00001202	AIRGAS, INC.	230.01
11/20/2018	01	73359	MISC-FIRE	ALEXANDER J DEANGELIS	15.00
11/20/2018	01	73360	100000814	AMAZON.COM SERVICES, INC	152.95
11/20/2018	01	73361	MISC-FIRE	ANDREW WEINER	15.00
11/20/2018	01	73362	00000043	BERGEY'S	1,613.30
11/20/2018	01	73363	100000580	BILL MEDVIC	100.00
11/20/2018	01	73364	MISC-FIRE	BILL WIEGMAN	120.00
11/20/2018	01	73365	00000209	BOUCHER & JAMES, INC.	16,466.66
11/20/2018	01	73366	100000331	BSN SPORTS, LLC	64.00
11/20/2018	01	73367	00000069	C L WEBER CO INC.	10.87
11/20/2018	01	73368	100000405	C.E.S.	1,505.00
11/20/2018	01	73369	MISC-FIRE	CARL HERR	30.00
11/20/2018	01	73370	00001601	CDW GOVERNMENT, INC.	281.37
11/20/2018	01	73371	100000221	COLMAR VETERINARY HOSPITAL	765.00
11/20/2018	01	73372	00000363	COMCAST	700.03
11/20/2018	01	73373	00000335	COMCAST CORPORATION	1,416.35
11/20/2018	01	73374	00001937	CONCOURS AUTOMOTIVE	163.08
11/20/2018	01	73375	00000086	DAVID D. DUNLAP	397.87
11/20/2018	01	73376	00905026	DON LEN INC.	60.00
11/20/2018	01	73377	00906057	E.M. GRANT	1,125.00
11/20/2018	01	73378	03214663	ELITE 3 FACILITIES MAINTNEANCE, LLC	4,240.00
11/20/2018	01	73379	00000161	EUREKA STONE QUARRY, INC.	838.33
11/20/2018	01	73380	00000169	FEDEX	144.36
11/20/2018	01	73381	00001466	FEDEX OFFICE	10.00
11/20/2018	01	73382	100000408	FSSOLUTIONS	141.50
11/20/2018	01	73383	03214568	FULTON CARDMEMBER SERVICES	1,578.18
11/20/2018	01	73384	100000733	FUNDAMENTAL TENNIS	660.00
11/20/2018	01	73385	00001852	G.L. SAYRE, INC.	11.21
11/20/2018	01	73386	00000198	GLASGOW, INC.	155.00
11/20/2018	01	73387	00000418	GREG REIFF	100.00
11/20/2018	01	73388	00000215	HAVIS, INC.	684.00
11/20/2018	01	73389	00001793	HILLTOWN TOWNSHIP	1,359.78
11/20/2018	01	73390	00000903	HOME DEPOT CREDIT SERVICES	300.67
11/20/2018	01	73391	00001052	HORSHAM TOWNSHIP	1,022.88
11/20/2018	01	73392	00001067	INTOXIMETERS, INC.	503.30
11/20/2018	01	73393	MISC-FIRE	JAKE WELTMAN	15.00
11/20/2018	01	73394	100000821	JANICE ELGEDAWY	280.00
11/20/2018	01	73395	MISC-FIRE	JOHN H. MOGENSEN	60.00
11/20/2018	01	73396	MISC-FIRE	JON WASHINGTON	60.00
11/20/2018	01	73397	MISC-FIRE	KEITH A MILLER	90.00
11/20/2018	01	73398	MISC-FIRE	KEITH GRIERSON	15.00
11/20/2018	01	73399	00000264	KENCO HYDRAULICS, INC.	12.05
11/20/2018	01	73400	00001282	KENNETH AMEY	425.00
11/20/2018	01	73401	00000574	KEVIN CARNEY	100.00
11/20/2018	01	73402	00000687	MARLANE GRAPHICS, INC.	3,938.27
11/20/2018	01	73403	100000831	MARY GRIFFITH ALFARANO	94.26
11/20/2018	01	73404	MISC-FIRE	MARY NEWELL	95.00
11/20/2018	01	73405	MISC-FIRE	MATTHEW GIORGIO	60.00
11/20/2018	01	73406	00000974	MCCARTHY AND COMPANY, PC	1,982.44
11/20/2018	01	73407	MISC-FIRE	MICHAEL SHEARER	30.00
11/20/2018	01	73408	00000715	MID-ATLANTIC FIRE AND AIR	26.80
11/20/2018	01	73409	MISC-FIRE	MIKE BEAN	45.00
11/20/2018	01	73410	00002077	MSWAT-CR	100.00
11/20/2018	01	73411	00002060	NATIONAL RECREATION & PARK ASSOC.	274.00
11/20/2018	01	73412	MISC	NATURAL GREEN FOOD, INC.	36.05
11/20/2018	01	73413	00001054	NEW BRITAIN TOWNSHIP	2,385.56
11/20/2018	01	73414	00000356	NORTH WALES WATER AUTHORITY	75.04
11/20/2018	01	73415	100000799	OBVIOUS CHOICE, LLC	495.00
11/20/2018	01	73416	00001676	PA DEPT OF AGRICULTURE	25.00
11/20/2018	01	73417	MISC-FIRE	PAUL R. MOGENSEN	140.00
11/20/2018	01	73418	00000595	PENN VALLEY CHEMICAL COMPANY	233.55
11/20/2018	01	73419	100000837	PENN VET WORKING DOG CENTER	600.00

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 DB: Montgomery Twp

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 CHECK DATE FROM 11/13/2018 - 11/26/2018

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
11/20/2018	01	73420	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	253.31
11/20/2018	01	73421	00001358	PENNSYLVANIA RECREATION AND PARK	807.00
11/20/2018	01	73422	100000754	PETROLEUM TRADERS CORP.	1,407.01
11/20/2018	01	73423	100000755	PETROLEUM TRADERS CORP.	2,719.03
11/20/2018	01	73424	00000009	PETTY CASH	86.21
11/20/2018	01	73425	00001171	PHILA OCCHEALTH/DBA WORKNET OCC	289.90
11/20/2018	01	73426	00001155	PITNEY BOWES	710.37
11/20/2018	01	73427	00000345	PRINTWORKS & COMPANY, INC.	169.15
11/20/2018	01	73428	MISC-FIRE	RACHEL GIBSON	60.00
11/20/2018	01	73429	MISC-FIRE	RACHEL TROUTMAN	15.00
11/20/2018	01	73430	00906102	READY REFRESH	216.34
11/20/2018	01	73431	00000741	ROBERT E. LITTLE, INC.	599.58
11/20/2018	01	73432	MISC-FIRE	RYAN ALLISON	15.00
11/20/2018	01	73433	MISC-FIRE	RYAN RUDELL	15.00
11/20/2018	01	73434	00000041	SCOTT STUTZMAN	100.00
11/20/2018	01	73435	MISC-FIRE	SEAN ALLISON	120.00
11/20/2018	01	73436	100000790	SHOEN SAFETY & TRAINING	1,680.00
11/20/2018	01	73437	100000411	SPENCER D. BORINE	280.00
11/20/2018	01	73438	00000015	SPRINT	452.24
11/20/2018	01	73439	00001394	STANDARD INSURANCE COMPANY	7,786.44
11/20/2018	01	73440	100000834	STEPHANIE PETCH	40.00
11/20/2018	01	73441	MISC-FIRE	STEVE SPLENDIDO	30.00
11/20/2018	01	73442	00000475	STEVE WIATER	74.99
11/20/2018	01	73443	00000485	SYRENA COLLISION CENTER, INC.	2,764.48
11/20/2018	01	73444	100000835	TELFORD 55 ENTERPRISES	250.00
11/20/2018	01	73445	100000833	THANH THIEU	39.00
11/20/2018	01	73446	00002020	THOMSON REUTERS	210.00
11/20/2018	01	73447	100000441	TITAN MOBILE SHREDDING, LLC	465.00
11/20/2018	01	73448	00000506	TRANS UNION LLC	70.00
11/20/2018	01	73449	MISC-FIRE	TREVOR DALTON	15.00
11/20/2018	01	73450	MISC-FIRE	TURNER SE	15.00
11/20/2018	01	73451	03214643	UNWINED & PAINT	222.00
11/20/2018	01	73452	00000520	VALLEY POWER, INC.	3,656.73
11/20/2018	01	73453	00000040	VERIZON	139.99
11/20/2018	01	73454	00000040	VERIZON	119.76
11/20/2018	01	73455	00000040	VERIZON	45.53
11/20/2018	01	73456	MISC-FIRE	VINCENT ZIRPOLI	210.00
11/20/2018	01	73457	100000825	VMSC	426.00
11/20/2018	01	73458	00000538	WARRINGTON TOWNSHIP	1,799.40
11/20/2018	01	73459	00001329	WELDON AUTO PARTS	436.18
11/20/2018	01	73460	00001084	WITMER ASSOCIATES, INC.	239.16
11/20/2018	01	73461	100000229	YOUNG REMBRANDTS BUXMOUNT - PA	960.00
11/20/2018	01	73462	00000006	ACME UNIFORMS FOR INDUSTRY	129.44
11/20/2018	01	73463	00000043	BERGEY'S	373.03
11/20/2018	01	73464	00000069	C L WEBER CO INC.	132.22
11/20/2018	01	73465	100000405	C.E.S.	9.43
11/20/2018	01	73466	00001852	G.L. SAYRE, INC.	40.82
11/20/2018	01	73467	00001709	GOULDEY WELDING & FABRICATIONS, INC	142.25
11/20/2018	01	73468	00000213	HAJOCA CORPORATION	82.09
11/20/2018	01	73469	00000903	HOME DEPOT CREDIT SERVICES	77.88
11/20/2018	01	73470	00000148	JONATHAN S. BEER	975.00
11/20/2018	01	73471	00000264	KENCO HYDRAULICS, INC.	392.00
11/20/2018	01	73472	100000188	MJ EARL	235.30
11/20/2018	01	73473	100000754	PETROLEUM TRADERS CORP.	1,426.97
11/20/2018	01	73474	00000741	ROBERT E. LITTLE, INC.	19.55
11/20/2018	01	73475	00000653	SCATTON'S HEATING & COOLING, INC.	96.00
11/20/2018	01	73476	00001329	WELDON AUTO PARTS	15.45

01 TOTALS:

Total of 129 Disbursements:

97,592.92