

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
JANUARY 22, 2024
7:00 P.M.

www.montgomerytwp.org

Tanya C. Bamford
Candyce Fluehr Chimera
Annette M. Long
Beth A. Staab
Audrey R. Ware

Carolyn McCreary
Township Manager

1. Call Meeting to Order
2. Pledge of Allegiance
3. Announcements
4. Public Comment
5. Consent Agenda:
 - Minutes of January 2, 2024 Meeting and Payment of the January 22, 2024 Bills
 - Escrow Release #15 - End of Maintenance– Firefox Phase 1
 - Escrow Release #1 – LUV Car Wash Montgomeryville
 - Escrow Release #1 – Krispy Kreme - 1281 Knapp Road
 - Escrow Release #8 – Westrum Montgomeryville

Presentations:

6. Recognition of Retirement of Police Canine Cooper
7. Introduction of Police Canine Niko and Handler Officer Eufrazio

Public Safety:

8. Swearing in FDMT Fire Police Officers
9. Approve the Purchase of Replacement Computers for the Police Department
10. Approve Change Order for Generator at Battalion 2
11. Authorization to Advertise Ordinance Amendment Establishing Massage Establishments

Planning and Zoning:

12. Review of Zoning Hearing Board Applications
13. Application for 2023 Tree City USA Recertification and Growth Award

Old Business:

14. Review of Quiet Hours in Township

New Business:

15. Department Reports
16. Committee Liaison Reports
17. Adjournment

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #03

SUBJECT:	Announcements
MEETING DATE:	January 22, 2024
BOARD LIAISON:	
INITIATED BY:	Candyce Fluehr Chimera, Chairwoman

- The Montgomery County Department of Health and Human Services shared that their data shows that 94 households visited the 202 Trail during the 2023 Montco Trail Challenge. Keep an eye out for information on the 2024 Montco Trail Challenge, coming this spring!
- The Pennsylvania Department of Transportation (PennDOT) recently announced that construction will begin on Monday, January 29, on a \$14.2 million project to improve travel and safety at Route 309 (Bethlehem Pike), Route 463 (Horsham Road/Cowpath Road), and Business U.S. 202 (Doylestown Road) Intersection, commonly referred to as Five-Points Intersection, in Montgomery Township, Montgomery County. This project is financed 100% by federal funding. The press release is linked on our website for anybody seeking more information.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #04

SUBJECT:	Public Comment
MEETING DATE:	January 22, 2024
BOARD LIAISON:	
INITIATED BY:	Candyce Fluehr Chimera, Chairwoman

BACKGROUND:

Persons wishing to make public comment during this meeting on any items not listed on the agenda may do so at this time.

Please come forward to the microphone and state your name and address for the record.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #05

SUBJECT: Consent Agenda
MEETING DATE: January 22, 2024
BOARD LIAISON:
INITIATED BY:

BACKGROUND:

MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED for the following:

- Minutes of the January 2, 2024 Board meeting
- Payment of Bills for January 22, 2024
- Escrow Release #15 and End of Maintenance – Firefox Phase 1
- Escrow Release #1 – LUV Car Wash Montgomeryville
- Escrow Release #1 – Krispy Kreme – 1281 Knapp Road
- Escrow Release #8 – Westrum Montgomeryville

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
JANUARY 2, 2024**

REORGANIZATION MEETING

1. Call to Order: The January 2, 2024 reorganization meeting of the Montgomery Township Board of Supervisors was held at the Montgomery Township Municipal Building, 1001 Stump Road, Montgomeryville, PA. Supervisor Candyce Fluehr Chimera called the meeting to order at 7:00 p.m.

IN ATTENDANCE:

Supervisor Tanya C. Bamford
Supervisor Candyce Fluehr Chimera
Supervisor Annette M. Long
Supervisor Audrey R. Ware
Township Solicitor John Walko, Esquire
Township Manager Carolyn McCreary

ALSO IN ATTENDANCE:

Police Chief J. Scott Bendig
Fire Chief William Wiegman
Director of Public Works, Greg Reiff
Director of Information Technology, Rich Grier
Director of Planning & Zoning, Marianne McConnell
Recording Secretary, Deborah A. Rivas
Public Information Coordinator, Derek Muller

ABSENT:

Supervisor Beth A. Staab

2. & 3. Following the Pledge of Allegiance, upon motion by Ms. Long, seconded by Ms. Ware, and unanimously carried, Ms. Chimera was appointed to serve as the Temporary Chair.

4. Nomination and Election of Chairwoman:

Upon nomination by Ms. Long, seconded by Ms. Ware, Ms. Chimera was nominated to serve as Chairwoman. No other nominations were presented, and the Board unanimously elected Ms. Chimera as Chairwoman for 2024.

5. Nomination and Election of Vice Chairwoman:

Upon nomination by Ms. Chimera, seconded by Ms. Long, Ms. Ware was nominated to serve as Vice Chairwoman. No other nominations were presented, and the Board unanimously elected Ms. Ware as Vice Chairwoman for 2024.

6. Resolution 2024-01 – Establish Holidays, Meeting Dates, Official Appointments & Treasurer's Bond:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long, and unanimously carried (4-0), the Board approved Resolution 2024-01 – a resolution establishing the Township Holidays for 2024, the Board of Supervisors meeting dates, the official Township appointments and setting the Treasurer's Bond for 2024.

7. Resolution 2024-02 – Acknowledgement of Professional Appointments, Appointments to Boards, Committees & Commissions, Qualifying Depositories, Authorized Signers, Approval of Authorized Drivers and Mileage Reimbursement.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long and unanimously carried (4-0), the Board adopted Resolution #2023-02, acknowledging the professional appointments, appointing the Volunteer Committee and Board members to new terms, qualifying the depositories, authorizing bank signers, approving the list of authorized drivers and setting the mileage reimbursement.

8. Approval of 2024 Fee Schedule:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long and unanimously carried (4-0), the Board adopted the 2024 Fee Schedule as presented, effective January 2, 2024.

9. Township Consultant Fees:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long and unanimously carried (4-0), the Board approved the fees for 2024 for the appointed Township consultants effective January 2, 2024.

10. Approve Township Manager's Employment Agreement:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford and unanimously carried (4-0), the Board authorized the execution of the Township Manager's Memorandum of Agreement effective for the period of January 1, 2024 to December 31, 2025.

11. Certify Delegate to Pennsylvania State Association of Township Supervisors:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Ware and unanimously carried (4-0), the Board certified Supervisor Tanya C. Bamford as the voting delegate to represent Montgomery Township at the Pennsylvania State Association of Township Supervisors (PSATS) Conference for 2024.

12. Appointment of Board Liaisons to Township Committees:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford and unanimously carried (4-0), the Board appointed the following Board members and staff to serve as liaisons to the following committees, boards and agencies for 2024:

- Business Development Partnership – Beth Staab
- Community & Recreation Center Committee – Annette Long
- Environmental Advisory Committee – Beth Staab

- Finance Committee – Audrey Ware
- Human Relations Commission – Tanya Bamford
- Open Space Committee – Carolyn McCreary
- Park and Recreation Board – Tanya Bamford
- Planning Commission – Candyce Chimera
- Police Pension Committee – Carolyn McCreary
- Public Safety Committee – Annette Long
- Ready for 100 Committee – Beth Staab
- Senior Committee – Audrey Ware
- Sewer Authority Board – Tanya Bamford
- Shade Tree Commission – Tanya Bamford

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford and unanimously carried (4-0), the reorganization meeting was adjourned at 7:12 p.m.

BUSINESS MEETING

1. Call to Order: The January 2, 2024 action meeting of the Montgomery Township Board of Supervisors was called to order by Chairwoman Chimera at 7:13 p.m.

2. Announcements: Ms. Chimera thanked everyone for their generous donations and support of the food, toy and coat drives during the holiday season.

3. Public Comment: There was no public comment.

4. Announcement of Executive Session: Township Solicitor John Walko, Esquire, announced that the Board of Supervisors met virtually in Executive Session via TEAMS on Wednesday, December 13 at 5:00 p.m. to discuss a personnel matter. The Board of Supervisors also met in Executive Session earlier this evening at 6:30 p.m. in the Township building to discuss one real estate matter and one potential litigation matter. Mr. Walko stated that the topics discussed are legitimate subjects of an Executive Session under the Commonwealth of Pennsylvania's Sunshine Law.

5. Consent Agenda:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford and unanimously carried (4-0), the minutes of the December 11, 2023 meeting, the Payment of Bills List dated January 2, 2024, and Escrow Release and Start of Maintenance for 113 Magdalena Lane were approved as presented.

Administration and Finance:

6. Removal of Plaque at the Korean War Memorial and American-Korean Alliance Peace Park: Ms. McCreary reported that the Township had received a communication from an individual questioning the installation of a plaque on the rear of a granite monument which appears to have been placed without the Township's knowledge or permission. The individual stated that he was

made aware of this and visited the site to confirm the plaque's presence before contacting the Township Manager. Staff is seeking formal Board action on this matter.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford and unanimously carried (4-0), the Board approved the removal of the plaque installed at the Korean War Memorial and American Alliance Peace Park, recognizing Master Bong Pil Yang.

7. Resolution 2024-03 – Intergovernmental Agreement with PennDOT: Ms. McCreary reported that PennDOT approached the Township about installing closed-circuit television cameras on signal poles at intersections within the Township to monitor and manage the flow of traffic. The intersections identified are Bethlehem Pike and Taylor Road/McLaughlin Road and Dekalb Pike and Knapp Road. The Solicitor has reviewed the agreement and found no issues with the document.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long and unanimously carried (4-0), the Board adopted Resolution 2024-03, authorizing the Township Manager to execute the intergovernmental agreement with PennDOT for the installation of closed-circuit cameras.

8. Formation of Municipal Consortium for Wissahickon Water Quality Improvement Plan: Ms. McCreary reported that the regulatory agencies are seeking more details on the governing structure of the Wissahickon Stormwater Group once the alternative watershed improvement plan is approved. The Management Committee explored options and discussed them at recent meetings with input from the consultants, the members and attorneys from Kilkenny Law. In order to ensure the successful implementation of the plan, completion of projects, and sharing of costs, the committee recommends the group transition to a municipal consortium. This Consortium is recognized by the Pennsylvania Code which allows for intergovernmental cooperation.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford and unanimously carried (4-0), the Board accepted the recommendation of the Management Committee of the Wissahickon Water Quality Improvement Plan to form a municipal consortium to further carry out the projects identified in the plan and apply for available funding.

Other Business:

Under other business, Ms. Chimera thanked the Township Supervisors, Township Volunteer Committees, Township Manager, Department Directors and staff for all their hard work in 2023.

7. Adjournment: Upon motion by Ms. Chimera and seconded by Ms. Long, the meeting was adjourned at 7:22 p.m.

Respectfully submitted,

Deborah A. Rivas, Recording Secretary



Montgomery Township, PA

My Check Report

By Check Number

Date Range: 01/03/2024 - 01/22/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOL AP-APBNK						
MT000040	Acme Uniforms For Industry	01/11/2024	Regular	0.00	419.62	97152
MT000050	Adam Zwislewski	01/11/2024	Regular	0.00	490.00	97153
MT000150	Alphagraphics Lansdale	01/11/2024	Regular	0.00	148.78	97154
MT000167	Amazon.com Services, Inc	01/11/2024	Regular	0.00	1,917.33	97155
MT000229	Andrew Weiner	01/11/2024	Regular	0.00	200.00	97156
MT000233	Angel G. Mejias	01/11/2024	Regular	0.00	450.00	97157
MT000269	Anthony Zirpoli	01/11/2024	Regular	0.00	50.00	97158
MT000293	Armour & Sons Electric, Inc.	01/11/2024	Regular	0.00	23,793.21	97159
MT000321	AT&T	01/11/2024	Regular	0.00	119.30	97160
MT000342	B Safe Inc.	01/11/2024	Regular	0.00	246.00	97161
MT000466	Brandi Blusiewicz	01/11/2024	Regular	0.00	150.00	97162
MT000468	Brandon Uzdzienski	01/11/2024	Regular	0.00	50.00	97163
MT000484	Brian Graber	01/11/2024	Regular	0.00	200.00	97164
MT000510	Britton Industries, Inc.	01/11/2024	Regular	0.00	482.60	97165
MT000559	Campbell Supply Company	01/11/2024	Regular	0.00	5,951.99	97166
MT000579	Carl F. Herr	01/11/2024	Regular	0.00	150.00	97167
MT000584	Carlos A. Gonzalez Jr	01/11/2024	Regular	0.00	150.00	97168
MT000632	CDW Government, Inc.	01/11/2024	Regular	0.00	872.00	97169
MT000787	Comcast	01/11/2024	Regular	0.00	10.53	97170
MT000810	Conrad Siegel	01/11/2024	Regular	0.00	900.00	97171
MT000976	Dell Marketing L.P.	01/11/2024	Regular	0.00	3,934.58	97172
MT006706	Dr. Neil Hendrickson	01/11/2024	Regular	0.00	350.00	97173
MT001071	DVHT Delaware Valley Health Trust	01/11/2024	Regular	0.00	208,445.19	97174
MT001085	E.M. Grant	01/11/2024	Regular	0.00	1,225.00	97175
MT001103	Eckert Seamans Cherin &	01/11/2024	Regular	0.00	1,100.00	97176
MT001127	Edward Vanyo	01/11/2024	Regular	0.00	2,000.00	97177
MT001214	Established Traffic Control	01/11/2024	Regular	0.00	65.00	97178
MT001260	FedEx Office	01/11/2024	Regular	0.00	35.50	97179
MT006710	Ferguson Waterworks #920	01/11/2024	Regular	0.00	1,015.00	97180
MT001281	Fisher & Son Company, Inc.	01/11/2024	Regular	0.00	4,969.00	97181
MT001313	Frank J. Blusiewicz Jr	01/11/2024	Regular	0.00	150.00	97182
00000193	George Allen Portable Toilets, Inc.	01/11/2024	Regular	0.00	160.00	97183
00001323	Glick Fire Equipment Company Inc	01/11/2024	Regular	0.00	12,057.18	97184
MT001419	Google Inc.	01/11/2024	Regular	0.00	18.00	97185
MT001420	Goose Squad L.L.C.	01/11/2024	Regular	0.00	900.00	97186
MT001472	Harleysville Materials, LLC	01/11/2024	Regular	0.00	556.95	97187
MT001518	Herman Goldner Company, Inc.	01/11/2024	Regular	0.00	264.00	97188
MT001539	Home Depot Credit Services	01/11/2024	Regular	0.00	111.52	97189
MT001624	Jack Gross	01/11/2024	Regular	0.00	59.99	97190
MT001748	Jennifer Choi Pure Cleaners	01/11/2024	Regular	0.00	1,192.25	97191
MT001844	John Bereschak	01/11/2024	Regular	0.00	150.00	97192
MT001856	John H. Mogensen	01/11/2024	Regular	0.00	50.00	97193
MT001875	John R. Young & Company	01/11/2024	Regular	0.00	684.00	97194
MT002026	Keith Grierson	01/11/2024	Regular	0.00	50.00	97195
MT002077	Keystone Municipal Services, Inc.	01/11/2024	Regular	0.00	7,837.50	97196
MT002086	Kilkenny Law, LLC	01/11/2024	Regular	0.00	5,659.50	97197
MT002156	Kyle W. Stump	01/11/2024	Regular	0.00	200.00	97198
MT002214	Lauren K Maxwell	01/11/2024	Regular	0.00	100.00	97199
100002165	Luke Kirchner	01/11/2024	Regular	0.00	100.00	97200
100000875	Michael H. Bean	01/11/2024	Regular	0.00	150.00	97201
100001926	Michael J. Kunzig	01/11/2024	Regular	0.00	200.00	97202
100000885	Michael Shearer	01/11/2024	Regular	0.00	100.00	97203
MT006707	Moneza Tanvir	01/11/2024	Regular	0.00	109.50	97204
PAYR-IAFF	Montgomery Township Professional	01/11/2024	Regular	0.00	269.86	97205

My Check Report

Date Range: 01/03/2024 - 01/22/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00000324	Moyer Indoor / Outdoor	01/11/2024	Regular	0.00	166.95	97206
100001650	New Era Technology	01/11/2024	Regular	0.00	57,053.67	97207
00000356	North Wales Water Authority	01/11/2024	Regular	0.00	1,678.71	97208
00001813	Occupational Health Centers	01/11/2024	Regular	0.00	158.30	97209
00000958	Our Towne Catering	01/11/2024	Regular	0.00	1,606.25	97210
100002199	Patrick Kerr	01/11/2024	Regular	0.00	100.00	97211
00000397	PECO Energy	01/11/2024	Regular	0.00	13,077.85	97212
00000399	PECO Energy	01/11/2024	Regular	0.00	7,046.31	97213
00001930	PENNBOC	01/11/2024	Regular	0.00	85.00	97214
00001930	PENNBOC	01/11/2024	Regular	0.00	85.00	97215
00001930	PENNBOC	01/11/2024	Regular	0.00	85.00	97216
00001930	PENNBOC	01/11/2024	Regular	0.00	85.00	97217
100000754	Petroleum Traders Corp.	01/11/2024	Regular	0.00	1,107.61	97218
100000755	Petroleum Traders Corp.	01/11/2024	Regular	0.00	1,721.34	97219
00000447	Petty Cash - Police	01/11/2024	Regular	0.00	169.90	97220
00001000	PSM - Peter A. Schertz	01/11/2024	Regular	0.00	345.00	97221
100000886	Rachel Brick	01/11/2024	Regular	0.00	100.00	97222
100001010	Rachel Gibson	01/11/2024	Regular	0.00	250.00	97223
00906102	Ready Refresh	01/11/2024	Regular	0.00	3.99	97224
100002129	Robert H. Grunmeier II	01/11/2024	Regular	0.00	100.00	97225
01207	Ryan Irvin	01/11/2024	Regular	0.00	200.00	97226
00001939	Service Tire Truck Centers	01/11/2024	Regular	0.00	826.50	97227
100000701	Staples Business Credit	01/11/2024	Regular	0.00	60.35	97228
MT006708	Suntvity Solar	01/11/2024	Regular	0.00	571.05	97229
100000290	Triad Truck Equipment	01/11/2024	Regular	0.00	2,307.00	97230
00000308	Tyler Technologies, Inc	01/11/2024	Regular	0.00	4,634.50	97231
100001962	United Rentals (North America) Inc	01/11/2024	Regular	0.00	1,467.32	97232
MT006709	Venture Home Solar, LLC	01/11/2024	Regular	0.00	239.50	97233
00000040	Verizon	01/11/2024	Regular	0.00	41.77	97234
00000040	Verizon	01/11/2024	Regular	0.00	369.09	97235
00000040	Verizon	01/11/2024	Regular	0.00	602.25	97236
00000040	Verizon	01/11/2024	Regular	0.00	269.00	97237
00000040	Verizon	01/11/2024	Regular	0.00	190.54	97238
00000040	Verizon	01/11/2024	Regular	0.00	71.75	97239
00000038	Verizon Wireless Services, LLC	01/11/2024	Regular	0.00	3,245.45	97240
100000854	Vinay P. Setty	01/11/2024	Regular	0.00	350.00	97241
100000891	Vincent Zirpoli	01/11/2024	Regular	0.00	140.00	97242
00001329	Weldon Auto Parts	01/11/2024	Regular	0.00	594.57	97243
00000632	West Generator Services Inc.	01/11/2024	Regular	0.00	596.81	97244
100001013	William F. Wiegman III	01/11/2024	Regular	0.00	85.00	97245
100001888	William Tuttle	01/11/2024	Regular	0.00	50.00	97246
00000009	Petty Cash	01/17/2024	Regular	0.00	285.17	97247
MT000006	21st Century Media Newspapers LLC	01/18/2024	Regular	0.00	1,357.95	97248
MT000040	Acme Uniforms For Industry	01/18/2024	Regular	0.00	453.44	97249
MT000040	Acme Uniforms For Industry	01/18/2024	Regular	0.00	78.00	97250
MT000046	Adam J. Morrow	01/18/2024	Regular	0.00	100.00	97251
MT000050	Adam Zwislewski	01/18/2024	Regular	0.00	350.00	97252
MT000075	Airgas, Inc.	01/18/2024	Regular	0.00	380.43	97253
MT000150	Alphagraphics Lansdale	01/18/2024	Regular	0.00	186.35	97254
MT000167	Amazon.com Services, Inc	01/18/2024	Regular	0.00	3,991.30	97255
MT000174	American Arbitration Assoc	01/18/2024	Regular	0.00	300.00	97256
MT000229	Andrew Weiner	01/18/2024	Regular	0.00	250.00	97257
MT000229	Andrew Weiner	01/18/2024	Regular	0.00	50.00	97258
MT000233	Angel G. Mejias	01/18/2024	Regular	0.00	400.00	97259
MT000267	Anthony Rubas	01/18/2024	Regular	0.00	1,275.00	97260
MT000269	Anthony Zirpoli	01/18/2024	Regular	0.00	50.00	97261
MT000293	Armour & Sons Electric, Inc.	01/18/2024	Regular	0.00	10,050.00	97262
MT000305	ASCAP	01/18/2024	Regular	0.00	434.00	97263
MT000319	Associated Truck Parts	01/18/2024	Regular	0.00	27.53	97264
MT000338	Axon Enterprise, Inc	01/18/2024	Regular	0.00	313.00	97265
MT006715	Barrie Feldman	01/18/2024	Regular	0.00	170.00	97266

My Check Report

Date Range: 01/03/2024 - 01/22/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT000387	Bergey's	01/18/2024	Regular	0.00	114.77	97267
MT000392	Bergey's Wholesale Tire	01/18/2024	Regular	0.00	2,907.20	97268
MT000393	Bergey's, Inc.	01/18/2024	Regular	0.00	580.02	97269
MT000466	Brandi Blusiewicz	01/18/2024	Regular	0.00	150.00	97270
MT000468	Brandon Uzdzienski	01/18/2024	Regular	0.00	50.00	97271
MT000484	Brian Graber	01/18/2024	Regular	0.00	150.00	97272
MT000503	Bridge Global Services	01/18/2024	Regular	0.00	801.50	97273
MT000549	C L Weber Co Inc.	01/18/2024	Regular	0.00	65.02	97274
MT000579	Carl F. Herr	01/18/2024	Regular	0.00	50.00	97275
MT000584	Carlos A. Gonzalez Jr	01/18/2024	Regular	0.00	50.00	97276
MT000584	Carlos A. Gonzalez Jr	01/18/2024	Regular	0.00	200.00	97277
MT000631	CDI	01/18/2024	Regular	0.00	1,414.84	97278
MT000632	CDW Government, Inc.	01/18/2024	Regular	0.00	2,745.00	97279
MT000754	Clifford G. Franklin	01/18/2024	Regular	0.00	3,750.94	97280
MT000779	Colmar Veterinary Hospital	01/18/2024	Regular	0.00	101.90	97281
MT000785	Colrom LLC	01/18/2024	Regular	0.00	18,414.00	97282
MT000787	Comcast	01/18/2024	Regular	0.00	323.22	97283
00000335	Comcast Corporation	01/18/2024	Regular	0.00	1,517.25	97284
MT006712	Commonwealth of Pennsylvania	01/18/2024	Regular	0.00	46.00	97285
MT000847	Creative Product Sourcing, Inc.	01/18/2024	Regular	0.00	1,649.18	97286
MT000866	CWKK Crimedex	01/18/2024	Regular	0.00	158.00	97287
MT006713	Defense Technology LLC	01/18/2024	Regular	0.00	211.73	97288
MT000967	Dei -D'Huy Engineering, Inc	01/18/2024	Regular	0.00	2,026.24	97289
MT000976	Dell Marketing L.P.	01/18/2024	Regular	0.00	1,812.66	97290
00000118	Del-Val International Trucks, Inc.	01/18/2024	Regular	0.00	4,460.05	97291
MT001027	DJB Specialties, Inc.	01/18/2024	Regular	0.00	271.95	97292
MT001030	Dog Town	01/18/2024	Regular	0.00	95.99	97293
MT006716	Donna Terry-Scott	01/18/2024	Regular	0.00	70.00	97294
MT001074	DVPLT Delaware Valley Property &	01/18/2024	Regular	0.00	113,673.50	97295
MT001075	DVWCT Delaware Valley WC Trust	01/18/2024	Regular	0.00	81,291.50	97296
MT001191	Eoghan Lowry	01/18/2024	Regular	0.00	1,275.00	97297
MT001196	Eric Joshua Hernandez	01/18/2024	Regular	0.00	2,388.74	97298
MT006720	Erica Mumford	01/18/2024	Regular	0.00	65.00	97299
MT001214	Established Traffic Control	01/18/2024	Regular	0.00	756.16	97300
MT001232	Exacthire	01/18/2024	Regular	0.00	1,275.00	97301
MT001255	FBINAA	01/18/2024	Regular	0.00	260.00	97302
MT001260	FedEx Office	01/18/2024	Regular	0.00	26.18	97303
MT001313	Frank J. Blusiewicz Jr	01/18/2024	Regular	0.00	50.00	97304
03214568	Fulton Cardmember Services	01/18/2024	Regular	0.00	1,254.65	97305
MT001344	Galeton Gloves	01/18/2024	Regular	0.00	242.47	97306
00000188	Galls, an Aramark Co., LLC	01/18/2024	Regular	0.00	734.58	97307
00000193	George Allen Portable Toilets, Inc.	01/18/2024	Regular	0.00	944.00	97308
00000817	Gilmore & Associates, Inc.	01/18/2024	Regular	0.00	81,108.52	97309
	Void	01/18/2024	Regular	0.00	0.00	97310
00001323	Glick Fire Equipment Company Inc	01/18/2024	Regular	0.00	6,990.27	97311
MT001407	Global Industrial	01/18/2024	Regular	0.00	577.22	97312
MT006711	Granicus LLC	01/18/2024	Regular	0.00	8,883.75	97313
MT001464	Hajoca Corporation	01/18/2024	Regular	0.00	129.90	97314
MT001496	Heartsmart	01/18/2024	Regular	0.00	1,242.00	97315
MT001518	Herman Goldner Company, Inc.	01/18/2024	Regular	0.00	1,322.15	97316
MT001539	Home Depot Credit Services	01/18/2024	Regular	0.00	490.77	97317
MT001545	Horsham Car Wash	01/18/2024	Regular	0.00	132.00	97318
MT006718	Hyung Jung	01/18/2024	Regular	0.00	100.00	97319
MT001573	IMSA - International Municipal	01/18/2024	Regular	0.00	270.00	97320
MT001599	Interstate Battery Systems	01/18/2024	Regular	0.00	419.85	97321
MT001601	Interstate Graphics	01/18/2024	Regular	0.00	555.00	97322
MT006723	Irene Fischer	01/18/2024	Regular	0.00	160.00	97323
MT001623	J.P. Mascaro & Sons	01/18/2024	Regular	0.00	20,040.00	97324
MT006722	jacqueline lee	01/18/2024	Regular	0.00	50.00	97325
MT001717	Jefferson Lansdale Hospital	01/18/2024	Regular	0.00	220.00	97326
MT001748	Jennifer Choi Pure Cleaners	01/18/2024	Regular	0.00	1,464.00	97327

My Check Report

Date Range: 01/03/2024 - 01/22/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT001844	John Bereschak	01/18/2024	Regular	0.00	250.00	97328
MT001856	John H. Mogensen	01/18/2024	Regular	0.00	150.00	97329
MT002019	KBC Construction LLC	01/18/2024	Regular	0.00	192,155.00	97330
MT002026	Keith Grierson	01/18/2024	Regular	0.00	50.00	97331
MT002077	Keystone Municipal Services, Inc.	01/18/2024	Regular	0.00	9,075.00	97332
MT002086	Kilkenny Law, LLC	01/18/2024	Regular	0.00	1,914.00	97333
MT006719	Kleinfelder	01/18/2024	Regular	0.00	3,836.25	97334
MT006717	Kyle and Jenna Fry	01/18/2024	Regular	0.00	31,022.64	97335
MT002156	Kyle W. Stump	01/18/2024	Regular	0.00	150.00	97336
MT002214	Lauren K Maxwell	01/18/2024	Regular	0.00	100.00	97337
MT002256	Lexipol LLC	01/18/2024	Regular	0.00	2,655.72	97338
00000284	Lizell Office Furniture	01/18/2024	Regular	0.00	980.00	97339
MT002305	Login/ IACP Net	01/18/2024	Regular	0.00	1,065.00	97340
MT002327	Lowe's Companies Inc.	01/18/2024	Regular	0.00	281.40	97341
100002165	Luke Kirchner	01/18/2024	Regular	0.00	150.00	97342
100000332	Marcy Lynch Fitness	01/18/2024	Regular	0.00	7,615.00	97343
00000689	Mary Kay Kelm, Esquire	01/18/2024	Regular	0.00	1,105.00	97344
00000201	Mastertech Auto Service, LLC.	01/18/2024	Regular	0.00	279.80	97345
100000875	Michael H. Bean	01/18/2024	Regular	0.00	250.00	97346
100001926	Michael J. Kunzig	01/18/2024	Regular	0.00	100.00	97347
100000885	Michael Shearer	01/18/2024	Regular	0.00	50.00	97348
PAYR-IAFF	Montgomery Township Professional	01/18/2024	Regular	0.00	271.55	97349
00002073	Morton Salt Inc	01/18/2024	Regular	0.00	7,600.55	97350
00002077	MSWAT-CR	01/18/2024	Regular	0.00	5,000.00	97351
00000540	Mystic Pizza	01/18/2024	Regular	0.00	1,866.00	97352
100000594	Nationwide Pet Insurance	01/18/2024	Regular	0.00	651.91	97353
MT006721	Nicole Steiger	01/18/2024	Regular	0.00	40.00	97354
MT006726	North Penn Valley Boys & Girls Club	01/18/2024	Regular	0.00	200.00	97355
00000356	North Wales Water Authority	01/18/2024	Regular	0.00	206.71	97356
00000356	North Wales Water Authority	01/18/2024	Regular	0.00	163.22	97357
100001928	NSP National Sports Products	01/18/2024	Regular	0.00	4,998.00	97358
00001813	Occupational Health Centers	01/18/2024	Regular	0.00	147.00	97359
100001969	ODP Business Solutions, LLC	01/18/2024	Regular	0.00	626.47	97360
100001567	Omega Systems Consultants, Inc.	01/18/2024	Regular	0.00	4,235.00	97361
00001156	PA Police Accreditation Coalition	01/18/2024	Regular	0.00	100.00	97362
100002199	Patrick Kerr	01/18/2024	Regular	0.00	50.00	97363
00000661	Paula Meszaros	01/18/2024	Regular	0.00	1,419.25	97364
00000397	PECO Energy	01/18/2024	Regular	0.00	1,639.51	97365
03214629	Pennsylvania Chiefs of Police Assoc	01/18/2024	Regular	0.00	9,337.00	97366
00000564	Personal Protection Consultants,	01/18/2024	Regular	0.00	55.00	97367
100000754	Petroleum Traders Corp.	01/18/2024	Regular	0.00	2,911.44	97368
100000755	Petroleum Traders Corp.	01/18/2024	Regular	0.00	1,710.91	97369
01153	Phillips & Donovan Architects LLC	01/18/2024	Regular	0.00	4,691.00	97370
00001146	Pitney Bowes Reserve Account	01/18/2024	Regular	0.00	2,000.00	97371
100001234	Platelogiq, LLC	01/18/2024	Regular	0.00	4,631.00	97372
100001908	Police Chiefs Association of	01/18/2024	Regular	0.00	75.00	97373
00000409	POLICE CHIEFS ASSOCIATION OF	01/18/2024	Regular	0.00	500.00	97374
00001993	Porter & Curtis, LLC	01/18/2024	Regular	0.00	1,000.00	97375
100000320	PowerDMS	01/18/2024	Regular	0.00	550.00	97376
00003333	PSATS	01/18/2024	Regular	0.00	3,480.00	97377
100001010	Rachel Gibson	01/18/2024	Regular	0.00	50.00	97378
100001010	Rachel Gibson	01/18/2024	Regular	0.00	460.00	97379
00901500	RAYMOND C. AU & FELICE L. HOM-AU	01/18/2024	Regular	0.00	8.10	97380
00906102	Ready Refresh	01/18/2024	Regular	0.00	158.42	97381
100001871	Regina Cymerman	01/18/2024	Regular	0.00	50.00	97382
01223	Richter Drafting & Office Supply Co. Inc	01/18/2024	Regular	0.00	176.75	97383
100002129	Robert H. Grunmeier II	01/18/2024	Regular	0.00	50.00	97384
100002129	Robert H. Grunmeier II	01/18/2024	Regular	0.00	150.00	97385
01207	Ryan Irvin	01/18/2024	Regular	0.00	250.00	97386
00001939	Service Tire Truck Centers	01/18/2024	Regular	0.00	585.65	97387
00001030	Signal Control Products, LLC	01/18/2024	Regular	0.00	775.00	97388

My Check Report

Date Range: 01/03/2024 - 01/22/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00000467	Snap-On Industrial	01/18/2024	Regular	0.00	3,942.48	97389
100000701	Staples Business Credit	01/18/2024	Regular	0.00	640.33	97390
100002197	Stardust Entertainment	01/18/2024	Regular	0.00	250.00	97391
100002197	Stardust Entertainment	01/18/2024	Regular	0.00	250.00	97392
100002197	Stardust Entertainment	01/18/2024	Regular	0.00	250.00	97393
100002067	Sunbelt Rentals, Inc.	01/18/2024	Regular	0.00	3,637.42	97394
100002017	TD Card Services	01/18/2024	Regular	0.00	4,387.22	97395
MT006714	Tempest	01/18/2024	Regular	0.00	323.00	97396
100000029	The Pennsylvania State University	01/18/2024	Regular	0.00	1,647.00	97397
00906111	The Protection Bureau	01/18/2024	Regular	0.00	4,499.00	97398
00002020	Thomson Reuters	01/18/2024	Regular	0.00	283.64	97399
00001273	Tim Kurek	01/18/2024	Regular	0.00	430.00	97400
100000068	Top-A-Court, LLC	01/18/2024	Regular	0.00	72,581.40	97401
00000506	Trans Union LLC	01/18/2024	Regular	0.00	90.00	97402
100000290	Triad Truck Equipment	01/18/2024	Regular	0.00	2,583.00	97403
00000615	Univest Insurance, Inc.	01/18/2024	Regular	0.00	3,119.00	97404
100000408	Vault Health	01/18/2024	Regular	0.00	33.90	97405
00000040	Verizon	01/18/2024	Regular	0.00	289.00	97406
00000038	Verizon Wireless Services, LLC	01/18/2024	Regular	0.00	600.19	97407
100000854	Vinay P. Setty	01/18/2024	Regular	0.00	280.00	97408
100000891	Vincent Zirpoli	01/18/2024	Regular	0.00	190.00	97409
01212	Waterway Twin Tier LLC	01/18/2024	Regular	0.00	6,442.70	97410
00001329	Weldon Auto Parts	01/18/2024	Regular	0.00	184.82	97411
100001013	William F. Wiegman III	01/18/2024	Regular	0.00	118.02	97412
100001888	William Tuttle	01/18/2024	Regular	0.00	50.00	97413
PAYR-PBA	Police Benevolent Association	01/04/2024	Bank Draft	0.00	1,396.00	DFT0000139
PAYR-POL PEN	U.S. Bank	01/04/2024	Bank Draft	0.00	9,436.30	DFT0000140
PAYR-PA SCDU	PA SCDU	01/04/2024	Bank Draft	0.00	530.77	DFT0000141
PAYR-401	Empower Retirement	01/04/2024	Bank Draft	0.00	17,758.93	DFT0000142
PAYR-457	Empower Retirement	01/04/2024	Bank Draft	0.00	19,005.15	DFT0000143
PAYR-PHILA	City of Philadelphia	01/04/2024	Bank Draft	0.00	290.30	DFT0000144
PAYR-SITW	State of Pennsylvania	01/04/2024	Bank Draft	0.00	11,452.86	DFT0000145
PAYR-PBA	Police Benevolent Association	01/18/2024	Bank Draft	0.00	1,396.00	DFT0000152
PAYR-POL PEN	U.S. Bank	01/18/2024	Bank Draft	0.00	9,184.14	DFT0000153
PAYR-PA SCDU	PA SCDU	01/18/2024	Bank Draft	0.00	530.77	DFT0000154
PAYR-401	Empower Retirement	01/18/2024	Bank Draft	0.00	19,725.55	DFT0000155
PAYR-457	Empower Retirement	01/18/2024	Bank Draft	0.00	20,050.11	DFT0000156
PAYR-PHILA	City of Philadelphia	01/18/2024	Bank Draft	0.00	319.79	DFT0000157
PAYR-SITW	State of Pennsylvania	01/18/2024	Bank Draft	0.00	11,961.56	DFT0000158
PAYR-401	Empower Retirement	01/18/2024	Bank Draft	0.00	64.02	DFT0000160
PAYR-457	Empower Retirement	01/18/2024	Bank Draft	0.00	61.46	DFT0000161
PAYR-PHILA	City of Philadelphia	01/18/2024	Bank Draft	0.00	2.80	DFT0000162
PAYR-SITW	State of Pennsylvania	01/18/2024	Bank Draft	0.00	155.48	DFT0000163
PAYR-SITW	State of Pennsylvania	01/18/2024	Bank Draft	0.00	4.94	DFT0000166

Bank Code POOL AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	485	261	0.00	1,209,248.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	19	19	0.00	123,326.93
EFT's	0	0	0.00	0.00
	504	281	0.00	1,332,575.35

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	485	261	0.00	1,209,248.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	19	19	0.00	123,326.93
EFT's	0	0	0.00	0.00
	504	281	0.00	1,332,575.35

Fund Summary

Fund	Name	Period	Amount
99	Claim on Pooled Cash	1/2024	1,332,575.35
			1,332,575.35

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #05c

SUBJECT: Escrow Release 15 – End of Maintenance – Firefox Phase 1
LD/S#630
MEETING DATE: January 22, 2024
BOARD LIAISON: Candyce Fluehr Chimera, Chairwoman
INITIATED BY: Marianne McConnell, Director of Planning and Zoning

BACKGROUND:

Attached is a construction escrow release and end of maintenance requested for the Firefox Phase 1 (Southern Village) as recommended by the Township Engineer.

MOTION/RESOLUTION:

Motion to authorize as part of the consent agenda



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

January 9, 2024

File No. 2012-09009

Ms. Carolyn McCreary, Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Reference: Firefox Phase 1 (Southern Village) – LD/S #630
Financial Security Release 15 – End of Maintenance

Dear Carolyn:

The applicant has addressed the end of the maintenance period punch list that was issued August 3, 2023. We have reviewed the completed work and found it to be acceptable. This letter is to certify the end of the maintenance period. We recommend the release of the maintenance bond contingent upon all outstanding Township invoices and concerns being satisfied.

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

Sincerely,

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

JPD/sl

cc: Marianne McConnell, Director of Planning and Zoning
Mary Gambino, Project Coordinator – Montgomery Township
John Walko, Esq., Solicitor – Kilkenny Law
Brian C. Grant - Select Properties
Valerie Liggett, R.L.A., Senior Landscape Architect – Gilmore & Associates, Inc.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

Item #05d

SUBJECT: Escrow Release 1 – LUV Car Wash – LDS#722
MEETING DATE: January 22, 2024
BOARD LIAISON: Candyce Fluehr Chimera, Chairwoman
INITIATED BY: Marianne McConnell, Director of Planning and Zoning

BACKGROUND:

Attached is a construction escrow release requested by LUV Car Wash Montgomeryville as recommended by the Township Engineer.

The original amount of the escrow was \$810,732.99, held as cash with the Township. This is the first release and is in the amount of \$560,420.99. The new balance would be \$250,312.00.

MOTION/RESOLUTION:

Motion to authorize as part of the consent agenda



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

January 10, 2024

File No. 2021-09013.01

Carolyn McCreary, Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

Reference: LUV Car Wash - Montgomeryville – LDS#722
Escrow Release 1

Dear Carolyn:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements noted on the enclosed escrow summary in the amount of \$560,420.99 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,

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

JPD/sl

Enclosure: Release of Escrow Form (01/09/24), Summary of Improvement Escrow Account (01/09/24),
Developer's Request (12/20/23)

cc: Marianne McConnell, Director of Planning and Zoning – Montgomery Township
Mary Gambino, Project Coordinator – Montgomery Township
Bill Wiegman, Director of Fire Services – Montgomery Township
John Walko, Esq., Solicitor – Kilkenny Law
Josh Kingsley – LUV Car Wash – Applicant

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: 03/28/2018

Development: LUV Car Wash - Montgomeryville - LDS-722

G&A Project #: 2021-09013.01

Release #: 1

Dear Mr. Dougherty:

This is an escrow release request in the amount of \$0.00. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.

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

Date: 01/10/2024

Dear Mr. Gegan:

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$560,420.99 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.

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

Resolution # _____

WHEREAS, a request for release of escrow was received from LUV Car Wash Northeast, LLC for LUV Car Wash - Montgomeryville - LDS-722, in the amount of \$0.00, 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 \$560,420.99; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$560,420.99; 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 CASH with Montgomery Township in total sum of \$810,732.99 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 \$250,312.00 in escrow.

MOTION BY: _____

VOTE: _____

SECOND BY: _____

DATED: _____

RELEASED BY: _____

Department Director

PROJECT NAME: LUV Car Wash - Montgomeryville	TOTAL ENG/INSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: LUV Car Wash Northeast, LLC	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-722
ESCROW AGENT:		G&A PROJECT NO.: 2021-09013.01
TYPE OF SECURITY: CASH	MAINTENANCE BOND AMOUNT (15%): \$ 110,554.50	AGREEMENT DATE:

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$737,029.99	\$ 560,420.99	\$ -	\$ 560,420.99	\$176,609.00
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YY = \$X.XX)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 73,703.00	\$ -	\$ -	\$ -	\$ 73,703.00
TOTAL	\$ 810,732.99	\$ 560,420.99	\$ -	\$ 560,420.99	\$ 250,312.00

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	
A. DEMOLITION, CLEARING																	
1.	Building Removal	SF	8,225	\$	3.50	\$	28,787.50	8,225.00	\$	28,787.50	\$	-	8,225.00	\$	28,787.50	\$	-
2.	Curb Removal	LF	1,495	\$	8.00	\$	11,960.00	1,495.00	\$	11,960.00	\$	-	1,495.00	\$	11,960.00	\$	-
3.	Asphalt Pavement Removal	SY	2,600	\$	3.00	\$	7,800.00	2,600.00	\$	7,800.00	\$	-	2,600.00	\$	7,800.00	\$	-
4.	Concrete Removal (4"-6" Depth)	SF	4,040	\$	0.75	\$	3,030.00	4,040.00	\$	3,030.00	\$	-	4,040.00	\$	3,030.00	\$	-
5.	Sawcut Asphalt	LF	355	\$	3.00	\$	1,065.00	355.00	\$	1,065.00	\$	-	355.00	\$	1,065.00	\$	-
6.	Pavement Striping Removal	SF	280	\$	5.00	\$	1,400.00	280.00	\$	1,400.00	\$	-	280.00	\$	1,400.00	\$	-
7.	Sign and Post Removal	EA	2	\$	36.50	\$	73.00	2.00	\$	73.00	\$	-	2.00	\$	73.00	\$	-
8.	Storm Structure Removal	EA	3	\$	500.00	\$	1,500.00	3.00	\$	1,500.00	\$	-	3.00	\$	1,500.00	\$	-
9.	Tree Removal, 6"-12" Caliper	EA	3	\$	200.00	\$	600.00	3.00	\$	600.00	\$	-	3.00	\$	600.00	\$	-
10.	Tree Removal, 13"-18" Caliper	EA	8	\$	300.00	\$	2,400.00	8.00	\$	2,400.00	\$	-	8.00	\$	2,400.00	\$	-
11.	Tree Removal, 19"-24" Caliper	EA	1	\$	300.00	\$	300.00	1.00	\$	300.00	\$	-	1.00	\$	300.00	\$	-
B. SOIL EROSION AND SEDIMENT CONTROL																	
1.	Construction Entrance	EA	1	\$	3,500.00	\$	3,500.00	1.00	\$	3,500.00	\$	-	1.00	\$	3,500.00	\$	-
2.	Concrete Washout	EA	1	\$	500.00	\$	500.00	1.00	\$	500.00	\$	-	1.00	\$	500.00	\$	-
3.	8" Silt Sock	LF	180	\$	5.25	\$	945.00	180.00	\$	945.00	\$	-	180.00	\$	945.00	\$	-
4.	18" Silt Sock	LF	88	\$	7.50	\$	660.00	88.00	\$	660.00	\$	-	88.00	\$	660.00	\$	-
5.	24" Silt Sock	LF	268	\$	9.75	\$	2,613.00	268.00	\$	2,613.00	\$	-	268.00	\$	2,613.00	\$	-
6.	Tree Protection Fencing	LF	137	\$	2.25	\$	308.25	137.00	\$	308.25	\$	-	137.00	\$	308.25	\$	-
7.	Inlet Protection (Silt Sack)	EA	5	\$	150.00	\$	750.00	5.00	\$	750.00	\$	-	5.00	\$	750.00	\$	-
8.	Topsoil Stockpile	EA	1	\$	750.00	\$	750.00	1.00	\$	750.00	\$	-	1.00	\$	750.00	\$	-
C. EARTHWORK																	
1.	Site Grading	SF	3,800	\$	7.50	\$	28,500.00	3,800.00	\$	28,500.00	\$	-	3,800.00	\$	28,500.00	\$	-
2.	Fine Grading	SF	4,900	\$	5.00	\$	24,500.00	4,900.00	\$	24,500.00	\$	-	4,900.00	\$	24,500.00	\$	-
D. STORMWATER																	
1.	Tie Into Existing Pipe	EA	3	\$	2,250.00	\$	6,750.00	3.00	\$	6,750.00	\$	-	3.00	\$	6,750.00	\$	-
2.	Standard 4' Dia. Manhole	EA	7	\$	2,500.00	\$	17,500.00	7.00	\$	17,500.00	\$	-	7.00	\$	17,500.00	\$	-
3.	Standard Type 'M' Inlet	EA	1	\$	1,750.00	\$	1,750.00	1.00	\$	1,750.00	\$	-	1.00	\$	1,750.00	\$	-
4.	Standard Type 'C' Inlet	EA	4	\$	2,000.00	\$	8,000.00	4.00	\$	8,000.00	\$	-	4.00	\$	8,000.00	\$	-
5.	FlexStorm Inlet Filters	EA	5	\$	900.00	\$	4,500.00	5.00	\$	4,500.00	\$	-	5.00	\$	4,500.00	\$	-
6.	ADS Stormtech MC3500 Underground Basin	CF	14,771	\$	7.44	\$	109,896.24	14,771.00	\$	109,896.24	\$	-	14,771.00	\$	109,896.24	\$	-
7.	6 in. HDPE (inc. PennDOT 2B backfill)	LF	20	\$	11.00	\$	220.00	20.00	\$	220.00	\$	-	20.00	\$	220.00	\$	-
8.	8 in. HDPE (inc. PennDOT 2B backfill)	LF	126	\$	13.00	\$	1,638.00	126.00	\$	1,638.00	\$	-	126.00	\$	1,638.00	\$	-
9.	15 in. HDPE (inc. PennDOT 2B backfill)	LF	405	\$	34.00	\$	13,770.00	405.00	\$	13,770.00	\$	-	405.00	\$	13,770.00	\$	-
10.	18 in. HDPE (inc. PennDOT 2B backfill)	LF	73	\$	39.00	\$	2,847.00	73.00	\$	2,847.00	\$	-	73.00	\$	2,847.00	\$	-
11.	24 in. HDPE (inc. PennDOT 2B backfill)	LF	14	\$	45.00	\$	630.00	14.00	\$	630.00	\$	-	14.00	\$	630.00	\$	-

PROJECT NAME: LUV Car Wash - Montgomeryville	TOTAL ENG/INSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: LUV Car Wash Northeast, LLC	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-722
ESCROW AGENT:		G&A PROJECT NO.: 2021-09013.01
TYPE OF SECURITY: CASH	MAINTENANCE BOND AMOUNT (15%): \$ 110,554.50	AGREEMENT DATE:

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$737,029.99	\$ 560,420.99	\$ -	\$ 560,420.99	\$176,609.00
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YY = \$X.XX)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 73,703.00	\$ -	\$ -	\$ -	\$ 73,703.00
TOTAL	\$ 810,732.99	\$ 560,420.99	\$ -	\$ 560,420.99	\$ 250,312.00

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				
E. UTILITIES																				
SEWER																				
1.	Concrete Encasement	LF	50	\$	50.00	\$	2,500.00		50.00	\$	2,500.00		\$	-	50.00	\$	2,500.00		\$	-
2.	5' Dia. Sanitary Manhole	EA	1	\$	6,000.00	\$	6,000.00		1.00	\$	6,000.00		\$	-	1.00	\$	6,000.00		\$	-
3.	1,500 Gallon Oil Water Separator	EA	1	\$	36,000.00	\$	36,000.00		1.00	\$	36,000.00		\$	-	1.00	\$	36,000.00		\$	-
4.	Water Reclamation System	EA	1	\$	40,000.00	\$	40,000.00											1.00	\$	40,000.00
5.	Sanitary Cleanout	EA	25	\$	300.00	\$	7,500.00		25.00	\$	7,500.00		\$	-	25.00	\$	7,500.00		\$	-
WATER																				
6.	Water Meter Pit 3" - 4"	EA	1	\$	15,000.00	\$	15,000.00		1.00	\$	15,000.00		\$	-	1.00	\$	15,000.00		\$	-
7.	1" Type K Copper Line	LF	214	\$	20.00	\$	4,280.00		214.00	\$	4,280.00		\$	-	214.00	\$	4,280.00		\$	-
8.	2" Type K Copper Line	LF	142	\$	30.00	\$	4,260.00		142.00	\$	4,260.00		\$	-	142.00	\$	4,260.00		\$	-
ELECTRIC																				
9.	Trenching, 4' Depth, Conduit by Others	LF	138	\$	6.00	\$	828.00		138.00	\$	828.00		\$	-	138.00	\$	828.00		\$	-
F. CONCRETE																				
1.	Concrete Curb On-Site	LF	1,550	\$	15.00	\$	23,250.00		1,550.00	\$	23,250.00		\$	-	1,550.00	\$	23,250.00		\$	-
2.	Cocnrete Depressed Curb On-Site	LF	105	\$	20.00	\$	2,100.00		105.00	\$	2,100.00		\$	-	105.00	\$	2,100.00		\$	-
3.	Concrete Sidewalk 4" Depth	SF	2,425	\$	6.00	\$	14,550.00			\$	-		\$	-		\$	-	2,425.00	\$	14,550.00
4.	ADA/PennDOT Compliant Ramp	EA	5	\$	1,500.00	\$	7,500.00			\$	-		\$	-		\$	-	5.00	\$	7,500.00
5.	Detectable Warning Surface	SF	50	\$	100.00	\$	5,000.00			\$	-		\$	-		\$	-	50.00	\$	5,000.00
6.	Concrete Pavement, 6" Depth	SF	19,530	\$	8.00	\$	156,240.00		19,530.00	\$	156,240.00		\$	-	19,530.00	\$	156,240.00		\$	-
7.	Subbase (No. 2A), 6" Depth	SY	2,170	\$	6.00	\$	13,020.00		2,170.00	\$	13,020.00		\$	-	2,170.00	\$	13,020.00		\$	-
G. LANDSCAPING AND LIGHTING																				
1.	Shade Tree (2 1/2" - 3" caliper)	EA	17	\$	450.00	\$	7,650.00			\$	-		\$	-		\$	-	17.00	\$	7,650.00
2.	Ornamental Treet (2" - 2 1/2" caliper or 8-10')	EA	7	\$	400.00	\$	2,800.00			\$	-		\$	-		\$	-	7.00	\$	2,800.00
3.	Evergreen Shrubs & Deciduous Shrubs (24" - 30")	EA	10	\$	90.00	\$	900.00			\$	-		\$	-		\$	-	10.00	\$	900.00
4.	Evergreen Shrubs & Deciduous Shrubs (31" - 36")	EA	131	\$	90.00	\$	11,790.00			\$	-		\$	-		\$	-	131.00	\$	11,790.00
5.	Evergreen Shrubs & Deciduous Shrubs (4' - 6')	EA	12	\$	105.00	\$	1,260.00			\$	-		\$	-		\$	-	12.00	\$	1,260.00
6.	Groundcover Shrubs (15" - 18" spread)	EA	93	\$	35.00	\$	3,255.00			\$	-		\$	-		\$	-	93.00	\$	3,255.00
7.	Ornamental Grasses	EA	33	\$	12.00	\$	396.00			\$	-		\$	-		\$	-	33.00	\$	396.00
8.	Riverstone and Weed Barrier Fabric	CY	52	\$	45.00	\$	2,340.00			\$	-		\$	-		\$	-	52.00	\$	2,340.00
9.	Woodchip Mulch	CY	60	\$	30.00	\$	1,800.00			\$	-		\$	-		\$	-	60.00	\$	1,800.00
10.	Single LED Setup with 30" Exposed Foundation (25' Mounting Height)	EA	5	\$	4,200.00	\$	21,000.00			\$	-		\$	-		\$	-	5.00	\$	21,000.00

PROJECT NAME: LUV Car Wash - Montgomeryville	TOTAL ENG/INSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: LUV Car Wash Northeast, LLC	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-722
ESCROW AGENT:		G&A PROJECT NO.: 2021-09013.01
TYPE OF SECURITY: CASH	MAINTENANCE BOND AMOUNT (15%): \$ 110,554.50	AGREEMENT DATE:

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$737,029.99	\$ 560,420.99	\$ -	\$ 560,420.99	\$176,609.00
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YY = \$X.XX)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 73,703.00	\$ -	\$ -	\$ -	\$ 73,703.00
TOTAL	\$ 810,732.99	\$ 560,420.99	\$ -	\$ 560,420.99	\$ 250,312.00

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
H. STRIPING AND SIGNAGE												
1. 4" Wide Thermoplastic Striping	LF	1,530	\$ 0.75	\$ 1,147.50		\$ -		\$ -		\$ -	1,530.00	\$ 1,147.50
2. On-Site Painted Directional Arrows	EA	12	\$ 100.00	\$ 1,200.00		\$ -		\$ -		\$ -	12.00	\$ 1,200.00
3. Painted Handicap Symbols	EA	1	\$ 125.00	\$ 125.00		\$ -		\$ -		\$ -	1.00	\$ 125.00
4. Painted Stop and No Entry	EA	3	\$ 175.00	\$ 525.00		\$ -		\$ -		\$ -	3.00	\$ 525.00
5. Handicap Parking Signs	EA	1	\$ 225.00	\$ 225.00		\$ -		\$ -		\$ -	1.00	\$ 225.00
6. Crosswalk Striping	LF	69	\$ 50.00	\$ 3,450.00		\$ -		\$ -		\$ -	69.00	\$ 3,450.00
7. Traffic Control Signs	SF	93	\$ 12.50	\$ 1,162.50		\$ -		\$ -		\$ -	93.00	\$ 1,162.50
G. MISCELLANEOUS												
1. Concrete Bollards	EA	29	\$ 350.00	\$ 10,150.00		\$ -		\$ -		\$ -	29.00	\$ 10,150.00
2. Accessibility Railings	LF	109	\$ 12.00	\$ 1,308.00		\$ -		\$ -		\$ -	109.00	\$ 1,308.00
3. Trash Enclosure	EA	1	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -		\$ -	1.00	\$ 3,500.00
4. Grass Pavers	SF	783	\$ 25.00	\$ 19,575.00		\$ -		\$ -		\$ -	783.00	\$ 19,575.00
5. Construction Stakeout	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -		\$ -	1.00	\$ 10,000.00
6. As-Built Plans	LS	1	\$ 4,000.00	\$ 4,000.00		\$ -		\$ -		\$ -	1.00	\$ 4,000.00
H. ANNUAL CONSTRUCTION COST INCREASE PER PA MPC \$509(h)												
1. 10% Annual Construction Cost Increase (Balance as of MM/DD/YY - \$X.XX)	LS		\$ -	\$ -		\$ -		\$ -		\$ -		\$ -
I. CONTINGENCY												
1. 10% Contingency (Released upon certification of completion and receipt of Maintenance Bond)	LS	1	\$ 73,703.00	\$ 73,703.00		\$ -		\$ -		\$ -	1.00	\$ 73,703.00

NOTES:

2023-02-03 Initial construction cost issued for Land Development Agreement.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

Item #05e

SUBJECT: Escrow Release 1 – Krispy Kreme – LDS#714
MEETING DATE: January 22, 2024
BOARD LIAISON: Candyce Fluehr Chimera, Chairwoman
INITIATED BY: Marianne McConnell, Director of Planning and Zoning

BACKGROUND:

Attached is a construction escrow release requested by Krispy Kreme Donut Corp as recommended by the Township Engineer.

The original amount of the escrow was \$321,263.17, held as a Letter of Credit with the Township. This is the first release and is in the amount of \$253,807.43. The new balance would be \$67,455.74.

MOTION/RESOLUTION:

Motion to authorize as part of the consent agenda



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

January 12, 2024

File No. 2021-02095

Carolyn McCreary, Manager – Montgomery Township
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

Reference: Krispy Kreme Donut Corp – LDS#714
1201 – 1281 Knapp Rd, Montgomery Square Shopping Center
Escrow Release 1

Dear Carolyn:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements noted on the enclosed escrow summary in the amount of \$253,807.43 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.

The following items were found to be incomplete or constructed incorrectly and were not included in the release noted above. These items shall be addressed prior start of the maintenance period.

1. Remove inlet protection from Inlet B1.
2. Correct orientation of DWS at curb ramp 5.
3. Install do not block intersection pavement markings at drive-through entrance.
4. Install fire hydrant.
5. Install two lights along drive-through lane or provided updated lighting plan.
6. One (1) Viburnum is missing adjacent the monument sign.
7. Nineteen (19) Creeping Juniper are required to be planted in the bed at the front of the building. Nine (9) of these groundcovers have been planted in this location. It is unclear if the others have been relocated and planted elsewhere, or if they are missing.
8. Two (2) Little Princess Spiraea required to be planted within the sod area are missing.
9. Provide as-built plans for review and approval.
10. Provide 18-month maintenance security in the amount of \$43,808.61.

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

Sincerely,



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

JPD/sl

Enclosure: Release of Escrow Form (1/12/24), Summary of Improvement Escrow Account (1/12/24),
Developer's Request (12/12/23)

cc: Marianne McConnell, Director of Planning and Zoning – Montgomery Township
Mary Gambino, Project Coordinator – Montgomery Township
John Walko, Esq., Solicitor – Kilkenny Law
Dawn McDonald – Krispy Kreme Donut Corporation
Amea S. Farrell, Esquire - Kaplin Stewart
Valerie L. Liggett, R.L.A., ASLA, ISA Certified Arborist – Gilmore & Associates, Inc.
Geoffrey J. Attanasio, P.E. - Gilmore & Associates, Inc.
Damon A. Drummond, P.E, PTOE - Gilmore & Associates, Inc.

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: 12/12/2023

Development: Krispy Kreme - Montgomery Square Shopping Center - LDS-714
Release #: 1

G&A Project #: 2021-02095

Dear Mr. Dougherty:

This is an escrow release request in the amount of \$321,263.17. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.

Ms. Carolyn McCreary
Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Date: 01/12/2024

Dear Ms. McCreary

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$253,807.43 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.

James P. Dougherty 1/12/2024

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

Resolution # _____

WHEREAS, a request for release of escrow was received from Krispy Kreme Donut Corp. for Krispy Kreme - Montgomery Square Shopping Center - LDS-714, in the amount of \$321,263.17, 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 \$253,807.43; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$253,807.43; 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 contingent upon payment of any and all outstanding bills. BE IT FURTHER RESOLVED that Township records indicate that escrow has been deposited via Letter of Credit with Montgomery Township in total sum of \$321,263.17 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 \$67,455.74 in escrow.

MOTION BY: _____

VOTE: _____

SECOND BY: _____

DATED: _____

RELEASED BY: _____

Department Director

PROJECT NAME:	Krispy Kreme - Montgomery Square Shopping Center	TOTAL ENG/INSP/LEGAL (CASH ESCROW):	\$ 29,300.00	MONTGOMERY TOWNSHIP
DEVELOPER:	Krispy Kreme Donut Corp.	TOTAL ADMINISTRATION (CASH ESCROW):	\$ 5,000.00	TOWNSHIP NO.: LDS-714
ESCROW AGENT:	BNP Paribas			G&A PROJECT NO.: 2021-02095
TYPE OF SECURITY:	Letter of Credit	MAINTENANCE BOND AMOUNT (15%):	\$ 43,808.61	AGREEMENT DATE: 28-Oct-2022

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$292,057.43	\$ 253,807.43	\$ -	\$ 253,807.43	\$ 38,250.00
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yy = \$x.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 29,205.74	\$ -	\$ -	\$ -	\$ 29,205.74
TOTAL	\$ 321,263.17	\$ 253,807.43	\$ -	\$ 253,807.43	\$ 67,455.74

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
A. EROSION AND SEDIMENT CONTROL												
1. Silt Sock (12")	LF	847	\$ 4.40	\$ 3,726.80	847.00	\$ 3,726.80		\$ -	847.00	\$ 3,726.80		\$ -
2. Rock Construction Entrance	EA	1	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00		\$ -	1.00	\$ 3,000.00		\$ -
3. Concrete Washout	EA	1	\$ 250.00	\$ 250.00	1.00	\$ 250.00		\$ -	1.00	\$ 250.00		\$ -
4. Inlet Protection	EA	7	\$ 175.00	\$ 1,225.00	6.00	\$ 1,050.00		\$ -	6.00	\$ 1,050.00	1.00	\$ 175.00
B. SITE WORK												
1. Concrete Curb	LF	1,030	\$ 15.00	\$ 15,450.00	1,030.00	\$ 15,450.00		\$ -	1,030.00	\$ 15,450.00		\$ -
2. Standard Asphalt Pavement	SY	996	\$ 23.75	\$ 23,655.00	996.00	\$ 23,655.00		\$ -	996.00	\$ 23,655.00		\$ -
3. Heavy Duty Concrete Pavement	SY	437	\$ 40.00	\$ 17,480.00	437.00	\$ 17,480.00		\$ -	437.00	\$ 17,480.00		\$ -
4. Concrete Sidewalk	SF	2,050	\$ 8.50	\$ 17,425.00	2,050.00	\$ 17,425.00		\$ -	2,050.00	\$ 17,425.00		\$ -
5. Earthwork/Grading	CY	395	\$ 20.00	\$ 7,900.00	395.00	\$ 7,900.00		\$ -	395.00	\$ 7,900.00		\$ -
6. Total Earth Movement	CY	435	\$ 2.00	\$ 870.00	435.00	\$ 870.00		\$ -	435.00	\$ 870.00		\$ -
7. ADA Ramps (inc. DWS)	EA	6	\$ 3,000.00	\$ 18,000.00	5.00	\$ 15,000.00		\$ -	5.00	\$ 15,000.00	1.00	\$ 3,000.00
8. Proposed Outdoor Dining Area Fence	LF	465	\$ 10.00	\$ 4,650.00	465.00	\$ 4,650.00		\$ -	465.00	\$ 4,650.00		\$ -
9. Dumpster Enclosure	EA	1	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00		\$ -
C. SIGNS & PAVEMENT MARKINGS												
1. Painted Handicap Symbols	EA	1	\$ 125.00	\$ 125.00	1.00	\$ 125.00		\$ -	1.00	\$ 125.00		\$ -
2. Handicap Parking Signs	EA	1	\$ 225.00	\$ 225.00	1.00	\$ 225.00		\$ -	1.00	\$ 225.00		\$ -
3. Pavement Striping	LF	704	\$ 2.00	\$ 1,408.00	579.00	\$ 1,158.00		\$ -	579.00	\$ 1,158.00	125.00	\$ 250.00
4. Pavement Marking - ONE WAY	EA	3	\$ 225.00	\$ 675.00	3.00	\$ 675.00		\$ -	3.00	\$ 675.00		\$ -
5. Pavement Marking - DRIVE THRU	EA	4	\$ 225.00	\$ 900.00	4.00	\$ 900.00		\$ -	4.00	\$ 900.00		\$ -
6. Pavement Marking - DO NOT ENTER	EA	2	\$ 225.00	\$ 450.00	2.00	\$ 450.00		\$ -	2.00	\$ 450.00		\$ -
7. Pavement Marking - ARROW	EA	15	\$ 125.00	\$ 1,875.00	15.00	\$ 1,875.00		\$ -	15.00	\$ 1,875.00		\$ -
8. Pavement Marking - Stop Bar	LF	63	\$ 5.00	\$ 315.00	63.00	\$ 315.00		\$ -	63.00	\$ 315.00		\$ -
9. Traffic/Wayfinding Signs	EA	21	\$ 250.00	\$ 5,250.00	21.00	\$ 5,250.00		\$ -	21.00	\$ 5,250.00		\$ -
D. SANITARY SEWER UTILITIES												
1. Sanitary Sewer 4" PVC	LF	146	\$ 40.00	\$ 5,840.00	146.00	\$ 5,840.00		\$ -	146.00	\$ 5,840.00		\$ -
2. Sanitary Sewer 6" PVC	LF	27	\$ 50.00	\$ 1,350.00	27.00	\$ 1,350.00		\$ -	27.00	\$ 1,350.00		\$ -
3. Cleanout	EA	8	\$ 500.00	\$ 4,000.00	8.00	\$ 4,000.00		\$ -	8.00	\$ 4,000.00		\$ -
4. Grease Trap	EA	1	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00		\$ -

PROJECT NAME: Krispy Kreme - Montgomery Square Shopping Center	TOTAL ENG/INSP/LEGAL (CASH ESCROW): \$ 29,300.00	MONTGOMERY TOWNSHIP
DEVELOPER: Krispy Kreme Donut Corp.	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-714
ESCROW AGENT: BNP Paribas		G&A PROJECT NO.: 2021-02095
TYPE OF SECURITY: Letter of Credit	MAINTENANCE BOND AMOUNT (15%): \$ 43,808.61	AGREEMENT DATE: 28-Oct-2022

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$292,057.43	\$ 253,807.43	\$ -	\$ 253,807.43	\$ 38,250.00
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yy = \$x.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 29,205.74	\$ -	\$ -	\$ -	\$ 29,205.74
TOTAL	\$ 321,263.17	\$ 253,807.43	\$ -	\$ 253,807.43	\$ 67,455.74

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
E. WATER UTILITIES												
1. 2" Copper Domestic Water Service Line	LF	100	\$ 30.00	\$ 3,000.00	100.00	\$ 3,000.00		\$ -	100.00	\$ 3,000.00		\$ -
2. 6" Ductile Iron Water Line	LF	159	\$ 30.00	\$ 4,770.00		\$ -		\$ -		\$ -	159.00	\$ 4,770.00
3. Tees	EA	1	\$ 500.00	\$ 500.00		\$ -		\$ -		\$ -	1.00	\$ 500.00
4. Water Valves and Fittings	EA	3	\$ 500.00	\$ 1,500.00	2.00	\$ 1,000.00		\$ -	2.00	\$ 1,000.00	1.00	\$ 500.00
5. Fire Hydrant	EA	1	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -		\$ -	1.00	\$ 3,500.00
F. STORM DRAIN AND STORMWATER MANAGEMENT												
1. 12" HDPE Pipe	LF	50	\$ 40.00	\$ 2,000.00	50.00	\$ 2,000.00		\$ -	50.00	\$ 2,000.00		\$ -
2. 15" HDPE Pipe	LF	171	\$ 45.00	\$ 7,695.00	171.00	\$ 7,695.00		\$ -	171.00	\$ 7,695.00		\$ -
3. Inlets	EA	3	\$ 3,000.00	\$ 9,000.00	3.00	\$ 9,000.00		\$ -	3.00	\$ 9,000.00		\$ -
4. Seepage Bed 12" Perforated HPDE Underdrains	LF	92	\$ 40.00	\$ 3,680.00	92.00	\$ 3,680.00		\$ -	92.00	\$ 3,680.00		\$ -
5. Seepage Bed Stone	CY	237	\$ 7.50	\$ 1,777.50	237.00	\$ 1,777.50		\$ -	237.00	\$ 1,777.50		\$ -
6. Amended Soils	SF	1,933	\$ 2.50	\$ 4,832.50	1,933.00	\$ 4,832.50		\$ -	1,933.00	\$ 4,832.50		\$ -
7. Cleanouts	EA	6	\$ 250.00	\$ 1,500.00	6.00	\$ 1,500.00		\$ -	6.00	\$ 1,500.00		\$ -
8. Stormwater Outlet Control Structure	EA	1	\$ 1,400.00	\$ 1,400.00	1.00	\$ 1,400.00		\$ -	1.00	\$ 1,400.00		\$ -
G. SITE LANDSCAPING												
1. Seeding and Mulching	SF	4,183	\$ 0.11	\$ 460.13	4,183.00	\$ 460.13		\$ -	4,183.00	\$ 460.13		\$ -
2. Evergreen Trees	EA	22	\$ 550.00	\$ 12,100.00	22.00	\$ 12,100.00		\$ -	22.00	\$ 12,100.00		\$ -
3. Shade Tree	EA	8	\$ 600.00	\$ 4,800.00	8.00	\$ 4,800.00		\$ -	8.00	\$ 4,800.00		\$ -
4. Evergreen Shrubs	EA	41	\$ 90.00	\$ 3,690.00	41.00	\$ 3,690.00		\$ -	41.00	\$ 3,690.00		\$ -
5. Deciduous Shrubs	EA	124	\$ 90.00	\$ 11,160.00	121.00	\$ 10,890.00		\$ -	121.00	\$ 10,890.00	3.00	\$ 270.00
6. Creeping Juniper Groundcover	SF	109	\$ 15.00	\$ 1,635.00	90.00	\$ 1,350.00		\$ -	90.00	\$ 1,350.00	19.00	\$ 285.00
7. Hardwood Mulch	SF	3,286	\$ 0.25	\$ 821.50	3,286.00	\$ 821.50		\$ -	3,286.00	\$ 821.50		\$ -
8. Sod	SF	897	\$ 3.00	\$ 2,691.00	897.00	\$ 2,691.00		\$ -	897.00	\$ 2,691.00		\$ -
H. LIGHTING												
1. Site Lighting (P1) (inc. foundation)	EA	9	\$ 3,000.00	\$ 27,000.00	7.00	\$ 21,000.00		\$ -	7.00	\$ 21,000.00	2.00	\$ 6,000.00
2. Relocate Light (inc. foundation)	EA	1	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00		\$ -	1.00	\$ 1,500.00		\$ -
3. Bldg. Lights (D1, D1/EM, R, W, W2, X2)	EA	30	\$ 200.00	\$ 6,000.00	30.00	\$ 6,000.00		\$ -	30.00	\$ 6,000.00		\$ -
I. INTERSECTION IMPROVEMENTS												
1. ADA Ramp (inc. DWS, & road and curb restoration)	EA	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -		\$ -	1.00	\$ 5,000.00
2. Pedestrian Signal Heads w/ wiring	EA	2	\$ 1,000.00	\$ 2,000.00		\$ -		\$ -		\$ -	2.00	\$ 2,000.00
3. Crosswalk Pavement Marking	EA	1	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -		\$ -	1.00	\$ 2,000.00
4. Pedestrian Pedestal, Button, conduit, junction boxes, & wiring	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -		\$ -	1.00	\$ 5,000.00
J. MISCELLANEOUS												
1. Construction Stakeout	LS	1	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00		\$ -
2. As-Built Plan	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -		\$ -	1.00	\$ 5,000.00

PROJECT NAME: Krispy Kreme - Montgomery Square Shopping Center	TOTAL ENG/INSP/LEGAL (CASH ESCROW): \$ 29,300.00	MONTGOMERY TOWNSHIP
DEVELOPER: Krispy Kreme Donut Corp.	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-714
ESCROW AGENT: BNP Paribas		G&A PROJECT NO.: 2021-02095
TYPE OF SECURITY: Letter of Credit	MAINTENANCE BOND AMOUNT (15%): \$ 43,808.61	AGREEMENT DATE: 28-Oct-2022

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$292,057.43	\$ 253,807.43	\$ -	\$ 253,807.43	\$ 38,250.00
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yy = \$x.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 29,205.74	\$ -	\$ -	\$ -	\$ 29,205.74
TOTAL	\$ 321,263.17	\$ 253,807.43	\$ -	\$ 253,807.43	\$ 67,455.74

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
K. ANNUAL CONSTRUCTION COST INCREASE PER PA MPC \$509(h)												
1. 10% Annual Construction Cost Increase (Balance as of mm/dd/yy - \$x.xx)	LS	1	\$ -	\$ -		\$ -		\$ -		\$ -	1.00	\$ -
L. CONTINGENCY												
1. 10% Contingency (Released upon certification of completion and receipt of Maintenance Bond)	LS	1	\$ 29,205.74	\$ 29,205.74		\$ -		\$ -		\$ -	1.00	\$ 29,205.74

NOTES:

2022-05-13 Initial construction cost issued for Land Development Agreement.

Amee S. Farrell
Direct Dial: (610) 941-2547
Direct Fax: (610) 684-2010
Email: afarrell@kaplaw.com
www.kaplaw.com

December 12, 2023

ELECTRONIC MAIL (JDOUGHERTY@GILMORE-ASSOC.COM)

James P. Dougherty, P.E.
Gilmore & Associates, Inc.
65 East Butler Avenue, Suite 100
New Britain, PA 18901

RE: Krispy Kreme – Request for Release of Escrow

Dear Jim:

This office represents Krispy Kreme Doughnut Corp (“Krispy Kreme”) in connection with its project at 1281 Knapp Road, Montgomery Square Shopping Center (“Project”). The Township is currently holding a Letter of Credit in the amount of \$321,263.17 against completion of the Project (“Site Improvement Escrow”). It is my understanding that all work related to the Project is now complete and the project engineer has called for a final inspection.

Krispy Kreme intends to post any required maintenance security separately from the Letter of Credit currently held. As such, please allow this letter to confirm that, upon final inspection and confirmation of completeness, Krispy Kreme requests: (i) confirmation of the required maintenance escrow; and (ii) once posted, full release of the Site Improvement Escrow currently held.

Please notify me if the Township requires any further materials in order to process the within request.

I thank you again for your continued cooperation.

Sincerely,



Amee S. Farrell

ASF:asf

James P. Dougherty, P.E.
December 12, 2023
Page 2

cc: (via electronic mail)

Dawn McDonald (damcdonald@krispykreme.com)

James Krikorian (jkrikorian@krispykreme.com)

Mary Gambino (mgambino@montgomerytp.org)

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #05f

SUBJECT:	Escrow Release #8 – Westrum Montgomeryville – LDS#717
MEETING DATE:	January 22, 2024
BOARD LIAISON:	Candyce Fluehr Chimera, Chairwoman
INITIATED BY:	Marianne McConnell, Director of Planning and Zoning

BACKGROUND:

Attached is a construction escrow release requested by Westrum Montgomeryville – 415 Stump Road, as recommended by the Township Engineer.

The original amount of the escrow was \$4,163,396.33, held as a Tri-Party Agreement with the Township. This is the first release and is in the amount of \$187,141.00. The new balance would be \$984,388.70.

MOTION/RESOLUTION:

Motion to authorize as part of the consent agenda



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

January 12, 2024

File No. 2015-04049-02

Carolyn McCreary, Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

Reference: Westrum Montgomeryville – 425 Stump Road – LDS#717
Escrow Release 8

Dear Carolyn:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements noted on the enclosed escrow summary in the amount of \$187,141.00 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,

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

JPD/sl

Enclosure: Release of Escrow Form (1/12/24), Summary of Improvement Escrow Account (1/12/24), Developer's Request (1/2/24)

cc: Marianne McConnell, Director of Planning and Zoning – Montgomery Township
Mary Gambino, Project Coordinator – Montgomery Township
Bill Wiegman, Director of Fire Services – Montgomery Township
John Walko, Esq., Solicitor – Kilkenny Law
Michael Maier – Commerce Pursuit Capital, L.P. – Applicant
Jon Herzog – Commerce Pursuit Capital, L.P. – Applicant
Carrie B. Nase-Poust, Esq. – Fox Rothschild. LLP
Anthony Caponigro, P.E. – Kimley-Horn and Associates, Inc.

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: 01/02/2024

Development: Westrum Montgomeryville - 415 Stump Road - LDS-717

G&A Project #: 2015-04049-02

Release #: 8

Dear Mr. Dougherty:

This is an escrow release request in the amount of \$187,141.00. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.

Ms. Carolyn McCreary
Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Date: 01/12/2024

Dear Ms. McCreary:

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$187,141.00 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.

James P. Dougherty 1/12/2024

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

Resolution # _____

WHEREAS, a request for release of escrow was received from CSW Luxor VII Montgomeryville, L.P. for Westrum Montgomeryville - 415 Stump Road - LDS-717, in the amount of \$187,141.00, 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 \$187,141.00; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$187,141.00; 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 Tri-Party Agreement with Montgomery Township in total sum of \$4,163,396.33 pursuant to a signed Land Development Agreement and that \$2,991,866.63 has previously been released from escrow. Therefore, the action of the Board releasing said sum leaves a new balance of \$984,388.70 in escrow.

MOTION BY: _____

VOTE: _____

SECOND BY: _____

DATED: _____

RELEASED BY: _____

Department Director

PROJECT NAME: Westrum Montgomeryville - 415 Stump Road	TOTAL ENG/INSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: CSW Luxor VII Montgomeryville, L.P.	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-717
ESCROW AGENT: Mid Penn Bank		G&A PROJECT NO.: 2015-04049-02
TYPE OF SECURITY: Tri-Party Agreement	MAINTENANCE BOND AMOUNT (15%): \$ 567,735.86	AGREEMENT DATE: 12-Sep-2022

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$3,784,905.75	\$ 187,141.00	\$ 2,902,783.25	\$ 3,089,924.25	\$ 694,981.50
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yyyy - \$x,xxx.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 378,490.58	\$ -	\$ 89,083.38	\$ 89,083.38	\$ 289,407.20
TOTAL	\$ 4,163,396.33	\$ 187,141.00	\$ 2,991,866.63	\$ 3,179,007.63	\$ 984,388.70

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			
A. SOIL EROSION AND SEDIMENT CONTROL																			
1.	12" Silt Sock	LF	3,068	\$	8.00	\$	24,544.00		\$	-	3,068.00	\$	24,544.00	3,068.00	\$	24,544.00	\$	-	
2.	18" Silt Sock	LF	209	\$	8.50	\$	1,776.50		\$	-	209.00	\$	1,776.50	209.00	\$	1,776.50	\$	-	
3.	24" Silt Sock	LF	296	\$	9.00	\$	2,664.00		\$	-	296.00	\$	2,664.00	296.00	\$	2,664.00	\$	-	
4.	CFS Sediment Trap	LF	363	\$	45.00	\$	16,335.00		\$	-	363.00	\$	16,335.00	363.00	\$	16,335.00	\$	-	
5.	Rock Construction Entrance	EA	1	\$	3,500.00	\$	3,500.00		\$	-	1.00	\$	3,500.00	1.00	\$	3,500.00	\$	-	
6.	Concrete Washout	EA	1	\$	850.00	\$	850.00		\$	-	1.00	\$	850.00	1.00	\$	850.00	\$	-	
7.	Erosion Control Blankets	SY	2,778	\$	2.25	\$	6,250.50		\$	-		\$	-		\$	-	2,778.00	\$	6,250.50
8.	Inlet Protection	EA	13	\$	150.00	\$	1,950.00		\$	-		\$	-		\$	-	13.00	\$	1,950.00
B. EARTHWORK																			
1.	Strip Topsoil and Stockpile/Remove	SY	27,500	\$	3.00	\$	82,500.00		\$	-	27,500.00	\$	82,500.00	27,500.00	\$	82,500.00		\$	-
2.	Cut Fill & Compact/Remove	CY	25,000	\$	2.50	\$	62,500.00		\$	-	25,000.00	\$	62,500.00	25,000.00	\$	62,500.00		\$	-
3.	Rough Grade Site	SF	225,000	\$	0.75	\$	168,750.00		\$	-	225,000.00	\$	168,750.00	225,000.00	\$	168,750.00		\$	-
4.	Respread Topsoil	LS	1	\$	7,500.00	\$	7,500.00		\$	-		\$	-		\$	-	1.00	\$	7,500.00
C. UTILITIES																			
1.	6" PVC (With Backfill)	LF	38	\$	50.00	\$	1,900.00		\$	-	38.00	\$	1,900.00	38.00	\$	1,900.00		\$	-
2.	8" PVC (With Backfill)	LF	1,267	\$	75.00	\$	95,025.00		\$	-	1,267.00	\$	95,025.00	1,267.00	\$	95,025.00		\$	-
3.	Sewer Manhole	EA	9	\$	5,000.00	\$	45,000.00		\$	-	9.00	\$	45,000.00	9.00	\$	45,000.00		\$	-
4.	Sewer Testing/Televise	LS	1	\$	3,500.00	\$	3,500.00		\$	-	1.00	\$	3,500.00	1.00	\$	3,500.00		\$	-
5.	4" DIP Water Line	LF	232	\$	40.00	\$	9,280.00		\$	-	232.00	\$	9,280.00	232.00	\$	9,280.00		\$	-
6.	6" DIP Water Line	LF	1,169	\$	60.00	\$	70,140.00		\$	-	1,169.00	\$	70,140.00	1,169.00	\$	70,140.00		\$	-
7.	8" DIP Water	LF	300	\$	75.00	\$	22,500.00		\$	-	300.00	\$	22,500.00	300.00	\$	22,500.00		\$	-
8.	Fire Hydrant	EA	1	\$	4,500.00	\$	4,500.00		\$	-	1.00	\$	4,500.00	1.00	\$	4,500.00		\$	-
9.	Water Misc.	LS	1	\$	10,000.00	\$	10,000.00		\$	-	1.00	\$	10,000.00	1.00	\$	10,000.00		\$	-
D. STORMWATER																			
1.	4" PVC	LF	548	\$	25.00	\$	13,700.00		\$	-	548.00	\$	13,700.00	548.00	\$	13,700.00		\$	-
2.	15" HDPE Pipe	LF	304	\$	40.00	\$	12,160.00		\$	-	304.00	\$	12,160.00	304.00	\$	12,160.00		\$	-
3.	18" HDPE Pipe	LF	219	\$	45.00	\$	9,855.00		\$	-	219.00	\$	9,855.00	219.00	\$	9,855.00		\$	-
4.	24" HDPE Pipe	LF	352	\$	55.00	\$	19,360.00		\$	-	352.00	\$	19,360.00	352.00	\$	19,360.00		\$	-
5.	36" HDPE Pipe	LF	79	\$	65.00	\$	5,135.00		\$	-	79.00	\$	5,135.00	79.00	\$	5,135.00		\$	-
6.	Storm Drain Structure- Onsite Type "C" Inlet	EA	13	\$	2,500.00	\$	32,500.00		\$	-	13.00	\$	32,500.00	13.00	\$	32,500.00		\$	-
7.	Storm Drain Structure- Manhole	EA	11	\$	4,500.00	\$	49,500.00		\$	-	11.00	\$	49,500.00	11.00	\$	49,500.00		\$	-
8.	Flared End Sections	EA	1	\$	5,500.00	\$	5,500.00		\$	-	1.00	\$	5,500.00	1.00	\$	5,500.00		\$	-
9.	Outlet Structure	EA	3	\$	12,000.00	\$	36,000.00		\$	-	3.00	\$	36,000.00	3.00	\$	36,000.00		\$	-
10.	BMP #1 MRC Bioretention Basin	LS	1	\$	65,000.00	\$	65,000.00		\$	-	0.80	\$	52,000.00	0.80	\$	52,000.00	0.20	\$	13,000.00
11.	BMP #2 Dry Extended Detention Basin (36" HDPE & Stone)	LS	1	\$	381,000.00	\$	381,000.00		\$	-	1.00	\$	381,000.00	1.00	\$	381,000.00		\$	-
12.	BMP #3 Dry Extended Detention Basin (36" HDPE & Stone)	LS	1	\$	287,000.00	\$	287,000.00		\$	-	1.00	\$	287,000.00	1.00	\$	287,000.00		\$	-
13.	Rip Rap	SY	25	\$	90.00	\$	2,250.00		\$	-		\$	-		\$	-	25.00	\$	2,250.00
14.	Bioretention Planting Soil	CY	293	\$	80.00	\$	23,440.00		\$	-		\$	-		\$	-	293.00	\$	23,440.00
15.	Bioretention Fence	LF	383	\$	35.00	\$	13,405.00		\$	-		\$	-		\$	-	383.00	\$	13,405.00
16.	Level Spreader	LF	147	\$	500.00	\$	73,500.00		\$	-	147.00	\$	73,500.00	147.00	\$	73,500.00		\$	-

PROJECT NAME: Westrum Montgomeryville - 415 Stump Road	TOTAL ENG/INSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: CSW Luxor VII Montgomeryville, L.P.	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-717
ESCROW AGENT: Mid Penn Bank		G&A PROJECT NO.: 2015-04049-02
TYPE OF SECURITY: Tri-Party Agreement	MAINTENANCE BOND AMOUNT (15%): \$ 567,735.86	AGREEMENT DATE: 12-Sep-2022

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$3,784,905.75	\$ 187,141.00	\$ 2,902,783.25	\$ 3,089,924.25	\$ 694,981.50
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yyyy - \$x,xxx.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 378,490.58	\$ -	\$ 89,083.38	\$ 89,083.38	\$ 289,407.20
TOTAL	\$ 4,163,396.33	\$ 187,141.00	\$ 2,991,866.63	\$ 3,179,007.63	\$ 984,388.70

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
E. <u>PAVING AND PARKING AREA</u>												
1. Fine Grade Paving	SY	12,078	\$ 2.75	\$ 33,214.50		\$ -	12,078.00	\$ 33,214.50	12,078.00	\$ 33,214.50		\$ -
2. 6 in. 2A Subbase	SY	7,906	\$ 7.00	\$ 55,342.00	3,953.00	\$ 27,671.00	3,953.00	\$ 27,671.00	7,906.00	\$ 55,342.00		\$ -
3. 8 in. 2A Subbase	SY	4,172	\$ 8.00	\$ 33,376.00		\$ -	4,172.00	\$ 33,376.00	4,172.00	\$ 33,376.00		\$ -
4. 1.5 in. 25mm Base Course	SY	12,078	\$ 18.00	\$ 217,404.00	8,455.00	\$ 152,190.00	3,623.00	\$ 65,214.00	12,078.00	\$ 217,404.00		\$ -
5. Sweep and Tack Coat	SY	12,078	\$ 0.50	\$ 6,039.00		\$ -		\$ -		\$ -	12,078.00	\$ 6,039.00
6. 1.0 in. 9.5mm Wearing Course	SY	12,078	\$ 10.00	\$ 120,780.00		\$ -		\$ -		\$ -	12,078.00	\$ 120,780.00
7. Trail Paving	SY	115	\$ 30.00	\$ 3,450.00		\$ -		\$ -		\$ -	115.00	\$ 3,450.00
8. Proposed Emergency Staging Area	SF	3,246	\$ 6.50	\$ 21,099.00		\$ -	1,623.00	\$ 10,549.50	1,623.00	\$ 10,549.50	1,623.00	\$ 10,549.50
9. Joint Seal	LS	1	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -		\$ -	1.00	\$ 2,500.00
F. <u>CONCRETE AND PAVERS</u>												
1. Belgian Block Curb	LF	4,260	\$ 28.00	\$ 119,280.00	260.00	\$ 7,280.00	4,000.00	\$ 112,000.00	4,260.00	\$ 119,280.00		\$ -
2. Concrete Sidewalk	SF	5,525	\$ 12.00	\$ 66,300.00		\$ -		\$ -		\$ -	5,525.00	\$ 66,300.00
3. Grass Pavers	SF	2,976	\$ 24.00	\$ 71,424.00		\$ -		\$ -		\$ -	2,976.00	\$ 71,424.00
4. ADA Ramps	EA	7	\$ 2,500.00	\$ 17,500.00		\$ -		\$ -		\$ -	7.00	\$ 17,500.00
G. <u>LANDSCAPING</u>												
1. Evergreen Trees	EA	83	\$ 550.00	\$ 45,650.00		\$ -		\$ -		\$ -	83.00	\$ 45,650.00
2. Deciduous Trees	EA	46	\$ 600.00	\$ 27,600.00		\$ -		\$ -		\$ -	46.00	\$ 27,600.00
3. Ornamental Trees	EA	36	\$ 400.00	\$ 14,400.00		\$ -		\$ -		\$ -	36.00	\$ 14,400.00
4. Evergreen Shrubs	EA	103	\$ 90.00	\$ 9,270.00		\$ -		\$ -		\$ -	103.00	\$ 9,270.00
5. Deciduous Shrubs	EA	138	\$ 90.00	\$ 12,420.00		\$ -		\$ -		\$ -	138.00	\$ 12,420.00
6. Ornamental Grasses	EA	280	\$ 15.00	\$ 4,200.00		\$ -		\$ -		\$ -	280.00	\$ 4,200.00
7. Steep Slope Landscaping - Sod	SF	10,981	\$ 0.35	\$ 3,843.35		\$ -		\$ -		\$ -	10,981.00	\$ 3,843.35
8. Steep Slope Landscaping - Gro-Low Sumac	EA	1,625	\$ 10.00	\$ 16,250.00		\$ -		\$ -		\$ -	1,625.00	\$ 16,250.00
9. Turf Grass Seeding	SF	35,002	\$ 0.10	\$ 3,500.20		\$ -		\$ -		\$ -	35,002.00	\$ 3,500.20
10. Mulch	SF	12,568	\$ 0.30	\$ 3,770.40		\$ -		\$ -		\$ -	12,568.00	\$ 3,770.40
11. Ernst Seed Mix - 180-1 (15lb/Acre or 0.0003 lb/SF)	SF	1,653	\$ 0.20	\$ 330.60		\$ -		\$ -		\$ -	1,653.00	\$ 330.60
12. PennDOT Formula L Seed Mix	SF	5,093	\$ 0.15	\$ 763.95		\$ -		\$ -		\$ -	5,093.00	\$ 763.95
H. <u>LIGHTING</u>												
1. On-site Light Fixtures	EA	18	\$ 4,500.00	\$ 81,000.00		\$ -		\$ -		\$ -	18.00	\$ 81,000.00
I. <u>MISCELLANEOUS</u>												
1. Construction Stakeout	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00	1.00	\$ 10,000.00		\$ -
2. Traffic & Directional Signage	EA	21	\$ 300.00	\$ 6,300.00		\$ -		\$ -		\$ -	21.00	\$ 6,300.00
3. Pavement Striping	LS	1	\$ 15,000.00	\$ 15,000.00		\$ -		\$ -		\$ -	1.00	\$ 15,000.00
4. As-Built Plans	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -		\$ -	1.00	\$ 10,000.00
5. Post-Construction Traffic Study	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -		\$ -	1.00	\$ 10,000.00
6. Passenger Vehicle Wheel Stops	EA	20	\$ 125.00	\$ 2,500.00		\$ -		\$ -		\$ -	20.00	\$ 2,500.00
7. Retaining Wall	SF	1,206	\$ 75.00	\$ 90,450.00		\$ -	1,206.00	\$ 90,450.00	1,206.00	\$ 90,450.00		\$ -
8. Retaining Wall Fencing	LF	238	\$ 50.00	\$ 11,900.00		\$ -		\$ -		\$ -	238.00	\$ 11,900.00
9. Pedestrian Fence	LF	1,427	\$ 35.00	\$ 49,945.00		\$ -		\$ -		\$ -	1,427.00	\$ 49,945.00
10. Emergency Access Drive	SY	540	\$ 50.00	\$ 27,000.00		\$ -	540.00	\$ 27,000.00	540.00	\$ 27,000.00		\$ -

PROJECT NAME: Westrum Montgomeryville - 415 Stump Road	TOTAL ENG/INSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: CSW Luxor VII Montgomeryville, L.P.	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-717
ESCROW AGENT: Mid Penn Bank		G&A PROJECT NO.: 2015-04049-02
TYPE OF SECURITY: Tri-Party Agreement	MAINTENANCE BOND AMOUNT (15%): \$ 567,735.86	AGREEMENT DATE: 12-Sep-2022

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$3,784,905.75	\$ 187,141.00	\$ 2,902,783.25	\$ 3,089,924.25	\$ 694,981.50
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yyyy - \$x,xxx.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 378,490.58	\$ -	\$ 89,083.38	\$ 89,083.38	\$ 289,407.20
TOTAL	\$ 4,163,396.33	\$ 187,141.00	\$ 2,991,866.63	\$ 3,179,007.63	\$ 984,388.70

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	
J.	<u>HOP (Knapp Road & Stump Road)</u>																
	<u>SITE CLEARING & DEMOLITION</u>																
	1. Class 1 Excavation	CY	675	\$30.00	\$		20,250.00	\$	-	675.00	\$	20,250.00	675.00	\$	20,250.00	\$	-
	2. Class 1B Excavation	CY	627	\$60.00	\$		37,620.00	\$	-	627.00	\$	37,620.00	627.00	\$	37,620.00	\$	-
	<u>ROAD WORK</u>																
	3. Plain Cement Concrete Curb	LF	1,740	\$	100.00	\$	174,000.00	\$	-	1,740.00	\$	174,000.00	1,740.00	\$	174,000.00	\$	-
	4. 6" Subbase 2A	SY	950	\$	14.00	\$	13,300.00	\$	-	950.00	\$	13,300.00	950.00	\$	13,300.00	\$	-
	5. Milling of Bituminous Pavement	SY	4,905	\$	5.00	\$	24,525.00	\$	-	4,905.00	\$	24,525.00	4,905.00	\$	24,525.00	\$	-
	6. 1.5" Wearing Course, SRL-H	SY	6,388	\$	20.00	\$	127,760.00	\$	-	6,388.00	\$	127,760.00	6,388.00	\$	127,760.00	\$	-
	7. 2.5" Binder Course	SY	950	\$	30.00	\$	28,500.00	\$	-	950.00	\$	28,500.00	950.00	\$	28,500.00	\$	-
	8. 6" Base Course	SY	950	\$	60.00	\$	57,000.00	\$	-	950.00	\$	57,000.00	950.00	\$	57,000.00	\$	-
	9. Class A Cement Concrete	SY	223	\$	50.00	\$	11,150.00	\$	-	223.00	\$	11,150.00	223.00	\$	11,150.00	\$	-
	10. Detectable Warning Surfaces	SF	105	\$	60.00	\$	6,300.00	\$	-	105.00	\$	6,300.00	105.00	\$	6,300.00	\$	-
	11. Tack Coat	SY	5,855	\$	0.50	\$	2,927.50	\$	-	5,855.00	\$	2,927.50	5,855.00	\$	2,927.50	\$	-
	12. Type 31-S Guide Rail	LF	140	\$	55.00	\$	7,700.00	\$	-	140.00	\$	7,700.00	140.00	\$	7,700.00	\$	-
	13. Relocate Fire Hydrant	EA	1	\$	7,500.00	\$	7,500.00	\$	-	1.00	\$	7,500.00	1.00	\$	7,500.00	\$	-
	14. Utility Pole Relocations	EA	1	\$	25,000.00	\$	25,000.00	\$	-	1.00	\$	25,000.00	1.00	\$	25,000.00	\$	-
	<u>PAVEMENT MARKINGS & SIGNING</u>																
	15. 4" White Hot Thermoplastic Pavement Marking	LF	445	\$	2.00	\$	890.00	\$	-	445.00	\$	890.00	445.00	\$	890.00	\$	-
	16. 6" White Hot Thermoplastic Pavement Marking	LF	750	\$	3.00	\$	2,250.00	\$	-	750.00	\$	2,250.00	750.00	\$	2,250.00	\$	-
	17. 24" White Hot Thermoplastic Pavement Marking	LF	530	\$	10.00	\$	5,300.00	\$	-	530.00	\$	5,300.00	530.00	\$	5,300.00	\$	-
	18. 4" Yellow Hot Thermoplastic Pavement Marking	LF	3,360	\$	1.50	\$	5,040.00	\$	-	3,360.00	\$	5,040.00	3,360.00	\$	5,040.00	\$	-
	19. 24" Yellow Hot Thermoplastic Pavement Marking	LF	252	\$	10.00	\$	2,520.00	\$	-	252.00	\$	2,520.00	252.00	\$	2,520.00	\$	-
	20. White Hot Thermoplastic Pavement Marking Legend (Right)	EA	1	\$	175.00	\$	175.00	\$	-	1.00	\$	175.00	1.00	\$	175.00	\$	-
	21. White Hot Thermoplastic Pavement Marking Legend (Only)	EA	4	\$	175.00	\$	700.00	\$	-	4.00	\$	700.00	4.00	\$	700.00	\$	-
	22. White Hot Thermoplastic Pavement Marking Legend (Left)	EA	3	\$	175.00	\$	525.00	\$	-	3.00	\$	525.00	3.00	\$	525.00	\$	-
	23. Sign Assembly	EA	11	\$	250.00	\$	2,750.00	\$	-	11.00	\$	2,750.00	11.00	\$	2,750.00	\$	-
	<u>TRAFFIC SIGNAL</u>																
	24. Traffic Signal Wiring	LF	1,525	\$	2.25	\$	3,431.25	\$	-	1,525.00	\$	3,431.25	1,525.00	\$	3,431.25	\$	-
	25. Traffic Signal Conduit & Backfill	LF	825	\$	60.00	\$	49,500.00	\$	-	825.00	\$	49,500.00	825.00	\$	49,500.00	\$	-
	26. Traffic Signal Junction Box, JB-27	EA	2	\$	650.00	\$	1,300.00	\$	-	2.00	\$	1,300.00	2.00	\$	1,300.00	\$	-
	27. Traffic Signal Head, 3-Section (12" Lense)	EA	2	\$	825.00	\$	1,650.00	\$	-	2.00	\$	1,650.00	2.00	\$	1,650.00	\$	-
	28. Traffic Signal Support, 14" Pedestral	EA	4	\$	7,500.00	\$	30,000.00	\$	-	4.00	\$	30,000.00	4.00	\$	30,000.00	\$	-
	29. Accessible Pedestrian Push Button	EA	4	\$	1,250.00	\$	5,000.00	\$	-	4.00	\$	5,000.00	4.00	\$	5,000.00	\$	-
	30. LED Countdown Ped Signal Heads	EA	4	\$	750.00	\$	3,000.00	\$	-	4.00	\$	3,000.00	4.00	\$	3,000.00	\$	-
	31. Traffic Signal Signage, Structure Mounted	SF	34	\$	55.00	\$	1,870.00	\$	-	34.00	\$	1,870.00	34.00	\$	1,870.00	\$	-
	<u>STORM DRAIN AND STORMWATER MANAGEMENT</u>																
	32. 18" RCP Pipe	LF	414	\$	100.00	\$	41,400.00	\$	-	414.00	\$	41,400.00	414.00	\$	41,400.00	\$	-
	33. Standard Inlet Box - Type C Top	EA	3	\$	3,000.00	\$	9,000.00	\$	-	3.00	\$	9,000.00	3.00	\$	9,000.00	\$	-
	34. Type 5 Inlet Box - Type C Top	EA	1	\$	4,000.00	\$	4,000.00	\$	-	1.00	\$	4,000.00	1.00	\$	4,000.00	\$	-
	35. Type 6 Inlet Box - Type C Top	EA	1	\$	5,000.00	\$	5,000.00	\$	-	1.00	\$	5,000.00	1.00	\$	5,000.00	\$	-
	36. Storm Drain Structure- Manhole	EA	1	\$	4,500.00	\$	4,500.00	\$	-	1.00	\$	4,500.00	1.00	\$	4,500.00	\$	-

PROJECT NAME: Westrum Montgomeryville - 415 Stump Road	TOTAL ENG/INSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: CSW Luxor VII Montgomeryville, L.P.	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-717
ESCROW AGENT: Mid Penn Bank		G&A PROJECT NO.: 2015-04049-02
TYPE OF SECURITY: Tri-Party Agreement	MAINTENANCE BOND AMOUNT (15%): \$ 567,735.86	AGREEMENT DATE: 12-Sep-2022

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$3,784,905.75	\$ 187,141.00	\$ 2,902,783.25	\$ 3,089,924.25	\$ 694,981.50
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yyyy - \$x,xxx.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 378,490.58	\$ -	\$ 89,083.38	\$ 89,083.38	\$ 289,407.20
TOTAL	\$ 4,163,396.33	\$ 187,141.00	\$ 2,991,866.63	\$ 3,179,007.63	\$ 984,388.70

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
J.	<u>HOP (Knapp Road & Stump Road)</u>															
	<u>GENERAL ITEMS</u>															
	37. Mobilization	LS	1	\$	50,000.00	\$	50,000.00		\$	-	1.00	\$	50,000.00	1.00	\$	50,000.00
	38. Stakeout	LS	1	\$	7,500.00	\$	7,500.00		\$	-	1.00	\$	7,500.00	1.00	\$	7,500.00
	39. Maintenance and Protection of Traffic	LS	1	\$	100,000.00	\$	100,000.00		\$	-	1.00	\$	100,000.00	1.00	\$	100,000.00
	40. Erosion & Sediment Control	LS	1	\$	10,000.00	\$	10,000.00		\$	-	1.00	\$	10,000.00	1.00	\$	10,000.00
K.	<u>ANNUAL CONSTRUCTION COST INCREASE PER PA MPC \$509(h)</u>															
	1. 10% Annual Construction Cost Increase	LS	1	\$	-	\$	-		\$	-		\$	-		\$	-
	(Balance as of mm/dd/yyyy - \$x,xxx.xx)															
L.	<u>CONTINGENCY</u>															
	1. 10% Contingency (SITE)	LS	1	\$	289,407.20	\$	289,407.20		\$	-		\$	-		\$	289,407.20
	2. 10% Contingency (HOP)	LS	1	\$	89,083.38	\$	89,083.38		\$	-	1.00	\$	89,083.38	1.00	\$	89,083.38
	(Released upon certification of completion and receipt of Maintenance Bond)															

NOTES:

2022-09-09 Initial cost prepared for Agreements.
2022-10-03 Release of HOP items held in escrow by PennDOT.

DEVELOPER'S REQUEST

ESCROW RELEASE #: 8

DATE PREPARED: 2-Jan-2024

PROJECT NAME: Westrum Montgomeryville - 13-17 Bethlehem	TOTAL ENG/INSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: CSW Luxor VII Montgomeryville, L.P.	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-717
ESCROW AGENT: Mid Penn Bank		G&A PROJECT NO.: 2015-04049-02
TYPE OF SECURITY: Tri-Party Agreement	MAINTENANCE BOND AMOUNT (15%): \$ 567,735.86	AGREEMENT DATE: 12-Sep-2022

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$3,784,905.75	\$ 187,141.00	\$ 2,902,783.25	\$ 3,089,924.25	\$ 694,981.50
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yyyy - \$x,xxx.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 378,490.58	\$ -	\$ 89,083.38	\$ 89,083.38	\$ 289,407.20
TOTAL	\$ 4,163,396.33	\$ 187,141.00	\$ 2,991,866.63	\$ 3,179,007.63	\$ 984,388.70

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			
A. SOIL EROSION AND SEDIMENT CONTROL																			
1.	12" Silt Sock	LF	3,068	\$	8.00	\$	24,544.00		\$	-	3,068	\$	24,544.00	3,068	\$	24,544.00		\$	-
2.	18" Silt Sock	LF	209	\$	8.50	\$	1,776.50		\$	-	209	\$	1,776.50	209	\$	1,776.50		\$	-
3.	24" Silt Sock	LF	296	\$	9.00	\$	2,664.00		\$	-	296	\$	2,664.00	296	\$	2,664.00		\$	-
4.	CFS Sediment Trap	LF	363	\$	45.00	\$	16,335.00		\$	-	363	\$	16,335.00	363	\$	16,335.00		\$	-
5.	Rock Construction Entrance	EA	1	\$	3,500.00	\$	3,500.00		\$	-	1	\$	3,500.00	1	\$	3,500.00		\$	-
6.	Concrete Washout	EA	1	\$	850.00	\$	850.00		\$	-	1	\$	850.00	1	\$	850.00		\$	-
7.	Erosion Control Blankets	SY	2,778	\$	2.25	\$	6,250.50		\$	-		\$	-		\$	-	2,778	\$	6,250.50
8.	Inlet Protection	EA	13	\$	150.00	\$	1,950.00		\$	-		\$	-		\$	-	13	\$	1,950.00
B. EARTHWORK																			
1.	Strip Topsoil and Stockpile/Remove	SY	27,500	\$	3.00	\$	82,500.00		\$	-	27,500	\$	82,500.00	27,500	\$	82,500.00		\$	-
2.	Cut Fill & Compact/Remove	CY	25,000	\$	2.50	\$	62,500.00		\$	-	25,000	\$	62,500.00	25,000	\$	62,500.00		\$	-
3.	Rough Grade Site	SF	225,000	\$	0.75	\$	168,750.00		\$	-	225,000	\$	168,750.00	225,000	\$	168,750.00		\$	-
4.	Respread Topsoil	LS	1	\$	7,500.00	\$	7,500.00		\$	-					\$	-	1	\$	7,500.00
C. UTILITIES																			
1.	6" PVC (With Backfill)	LF	38	\$	50.00	\$	1,900.00		\$	-	38	\$	1,900.00	38	\$	1,900.00		\$	-
2.	8" PVC (With Backfill)	LF	1,267	\$	75.00	\$	95,025.00		\$	-	1,267	\$	95,025.00	1,267	\$	95,025.00		\$	-
3.	Sewer Manhole	EA	9	\$	5,000.00	\$	45,000.00				9	\$	45,000.00	9	\$	45,000.00		\$	-
4.	Sewer Testing/Televise	LS	1	\$	3,500.00	\$	3,500.00				1	\$	3,500.00	1	\$	3,500.00		\$	-
5.	4" DIP Water Line	LF	232	\$	40.00	\$	9,280.00		\$	-	232	\$	9,280.00	232	\$	9,280.00		\$	-
6.	6" DIP Water Line	LF	1,169	\$	60.00	\$	70,140.00		\$	-	1,169	\$	70,140.00	1,169	\$	70,140.00		\$	-
7.	8" DIP Water	LF	300	\$	75.00	\$	22,500.00		\$	-	300	\$	22,500.00	300	\$	22,500.00		\$	-
8.	Fire Hydrant	EA	1	\$	4,500.00	\$	4,500.00		\$	-	1	\$	4,500.00	1	\$	4,500.00		\$	-
9.	Water Misc.	LS	1	\$	10,000.00	\$	10,000.00		\$	-	1	\$	10,000.00	1	\$	10,000.00		\$	-
D. STORMWATER																			
1.	4" PVC	LF	548	\$	25.00	\$	13,700.00		\$	-	548	\$	13,700.00	548	\$	13,700.00		\$	-
2.	15" HDPE Pipe	LF	304	\$	40.00	\$	12,160.00		\$	-	304	\$	12,160.00	304	\$	12,160.00		\$	-
3.	18" HDPE Pipe	LF	219	\$	45.00	\$	9,855.00		\$	-	219	\$	9,855.00	219	\$	9,855.00		\$	-
4.	24" HDPE Pipe	LF	352	\$	55.00	\$	19,360.00				352	\$	19,360.00	352	\$	19,360.00		\$	-
5.	36" HDPE Pipe	LF	79	\$	65.00	\$	5,135.00		\$	-	79	\$	5,135.00	79	\$	5,135.00		\$	-
6.	Storm Drain Structure- Onsite Type "C" Inlet	EA	13	\$	2,500.00	\$	32,500.00		\$	-	13	\$	32,500.00	13	\$	32,500.00		\$	-
7.	Storm Drain Structure- Manhole	EA	11	\$	4,500.00	\$	49,500.00				11	\$	49,500.00	11	\$	49,500.00		\$	-
8.	Flared End Sections	EA	1	\$	5,500.00	\$	5,500.00		\$	-	1	\$	5,500.00	1	\$	5,500.00		\$	-
9.	Outlet Structure	EA	3	\$	12,000.00	\$	36,000.00		\$	-	3	\$	36,000.00	3	\$	36,000.00		\$	-
10.	BMP #1 MRC Bioretention Basin	LS	1	\$	65,000.00	\$	65,000.00		\$	-	1	\$	52,000.00	1	\$	52,000.00	0	\$	13,000.00
11.	BMP #2 Dry Extended Detention Basin (36" HDPE & Stone)	LS	1	\$	381,000.00	\$	381,000.00				1	\$	381,000.00	1	\$	381,000.00		\$	-
12.	BMP #3 Dry Extended Detention Basin (36" HDPE & Stone)	LS	1	\$	287,000.00	\$	287,000.00		\$	-	1	\$	287,000.00	1	\$	287,000.00		\$	-
13.	Rip Rap	SY	25	\$	90.00	\$	2,250.00		\$	-		\$	-		\$	-	25	\$	2,250.00
14.	Bioretention Planting Soil	CY	293	\$	80.00	\$	23,440.00		\$	-		\$	-		\$	-	293	\$	23,440.00
15.	Bioretention Fence	LF	383	\$	35.00	\$	13,405.00		\$	-		\$	-		\$	-	383	\$	13,405.00
16.	Level Spreader	LF	147	\$	500.00	\$	73,500.00		\$	-	147	\$	73,500.00	147	\$	73,500.00		\$	-

DEVELOPER'S REQUEST

ESCROW RELEASE #:

8

DATE PREPARED: 2-Jan-2024

PROJECT NAME: Westrum Montgomeryville - 13-17 Bethlehem	TOTAL ENG/INSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: CSW Luxor VII Montgomeryville, L.P.	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-717
ESCROW AGENT: Mid Penn Bank		G&A PROJECT NO.: 2015-04049-02
TYPE OF SECURITY: Tri-Party Agreement	MAINTENANCE BOND AMOUNT (15%): \$ 567,735.86	AGREEMENT DATE: 12-Sep-2022

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$3,784,905.75	\$ 187,141.00	\$ 2,902,763.25	\$ 3,089,924.25	\$ 694,981.50
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yyyy - \$x,xxx.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 378,490.58	\$ -	\$ 89,083.38	\$ 89,083.38	\$ 289,407.20
TOTAL	\$ 4,163,396.33	\$ 187,141.00	\$ 2,991,866.63	\$ 3,179,007.63	\$ 984,388.70

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
E. PAVING AND PARKING AREA												
1. Fine Grade Paving	SY	12,078	\$ 2.75	\$ 33,214.50		\$ -	12,078	\$ 33,214.50	12,078	\$ 33,214.50		\$ -
2. 6 in. 2A Subbase	SY	7,906	\$ 7.00	\$ 55,342.00	3,953	\$ 27,671.00	3,953	\$ 27,671.00	7,906	\$ 55,342.00		\$ -
3. 8 in. 2A Subbase	SY	4,172	\$ 8.00	\$ 33,376.00		\$ -	4,172	\$ 33,376.00	4,172	\$ 33,376.00		\$ -
4. 1.5 in. 25mm Base Course	SY	12,078	\$ 18.00	\$ 217,404.00	8,455	\$ 152,190.00	3,623	\$ 65,214.00	12,078	\$ 217,404.00		\$ -
5. Sweep and Tack Coat	SY	12,078	\$ 0.50	\$ 6,039.00		\$ -		\$ -		\$ -	12,078	\$ 6,039.00
6. 1.0 in. 9.5mm Wearing Course	SY	12,078	\$ 10.00	\$ 120,780.00		\$ -		\$ -		\$ -	12,078	\$ 120,780.00
7. Trail Paving	SY	115	\$ 30.00	\$ 3,450.00		\$ -		\$ -		\$ -	115	\$ 3,450.00
8. Proposed Emergency Staging Area	SF	3,246	\$ 6.50	\$ 21,099.00		\$ -	1,623	\$ 10,549.50	1,623	\$ 10,549.50	1,623	\$ 10,549.50
9. Joint Seal	LS	1	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -		\$ -	1	\$ 2,500.00
F. CONCRETE AND PAVERS												
1. Belgian Block Curb	LF	4,260	\$ 28.00	\$ 119,280.00	260	\$ 7,280.00	4,000	\$ 112,000.00	4,260	\$ 119,280.00		\$ -
2. Concrete Sidewalk	SF	5,525	\$ 12.00	\$ 66,300.00		\$ -		\$ -		\$ -	5,525	\$ 66,300.00
3. Grass Pavers	SF	2,976	\$ 24.00	\$ 71,424.00		\$ -		\$ -		\$ -	2,976	\$ 71,424.00
4. ADA Ramps	EA	7	\$ 2,500.00	\$ 17,500.00		\$ -		\$ -		\$ -	7	\$ 17,500.00
G. LANDSCAPING												
1. Evergreen Trees	EA	83	\$ 550.00	\$ 45,650.00		\$ -		\$ -		\$ -	83	\$ 45,650.00
2. Deciduous Trees	EA	46	\$ 600.00	\$ 27,600.00		\$ -		\$ -		\$ -	46	\$ 27,600.00
3. Ornamental Trees	EA	36	\$ 400.00	\$ 14,400.00		\$ -		\$ -		\$ -	36	\$ 14,400.00
4. Evergreen Shrubs	EA	103	\$ 90.00	\$ 9,270.00		\$ -		\$ -		\$ -	103	\$ 9,270.00
5. Deciduous Shrubs	EA	138	\$ 90.00	\$ 12,420.00		\$ -		\$ -		\$ -	138	\$ 12,420.00
6. Ornamental Grasses	EA	280	\$ 15.00	\$ 4,200.00		\$ -		\$ -		\$ -	280	\$ 4,200.00
7. Steep Slope Landscaping - Sod	SF	10,981	\$ 0.35	\$ 3,843.35		\$ -		\$ -		\$ -	10,981	\$ 3,843.35
8. Steep Slope Landscaping - Gro-Low Sumac	EA	1,625	\$ 10.00	\$ 16,250.00		\$ -		\$ -		\$ -	1,625	\$ 16,250.00
9. Turf Grass Seeding	SF	35,002	\$ 0.10	\$ 3,500.20		\$ -		\$ -		\$ -	35,002	\$ 3,500.20
10. Mulch	SF	12,568	\$ 0.30	\$ 3,770.40		\$ -		\$ -		\$ -	12,568	\$ 3,770.40
11. Ernst Seed Mix - 180-1 (15lb/Acre or 0.0003 lb/SF)	SF	1,653	\$ 0.20	\$ 330.60		\$ -		\$ -		\$ -	1,653	\$ 330.60
12. PennDOT Formula L Seed Mix	SF	5,093	\$ 0.15	\$ 763.95		\$ -		\$ -		\$ -	5,093	\$ 763.95
H. LIGHTING												
1. On-site Light Fixtures	EA	18	\$ 4,500.00	\$ 81,000.00		\$ -		\$ -		\$ -	18	\$ 81,000.00
I. MISCELLANEOUS												
1. Construction Stakeout	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -	1	\$ 10,000.00	1	\$ 10,000.00		\$ -
2. Traffic & Directional Signage	EA	21	\$ 300.00	\$ 6,300.00		\$ -		\$ -		\$ -	21	\$ 6,300.00
3. Pavement Striping	LS	1	\$ 15,000.00	\$ 15,000.00		\$ -		\$ -		\$ -	1	\$ 15,000.00
4. As-Built Plans	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -		\$ -	1	\$ 10,000.00
5. Post-Construction Traffic Study	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -		\$ -	1	\$ 10,000.00
6. Passenger Vehicle Wheel Stops	EA	20	\$ 125.00	\$ 2,500.00		\$ -		\$ -		\$ -	20	\$ 2,500.00
7. Retaining Wall	SF	1,206	\$ 75.00	\$ 90,450.00		\$ -	1,206	\$ 90,450.00	1,206	\$ 90,450.00		\$ -
8. Retaining Wall Fencing	LF	238	\$ 50.00	\$ 11,900.00		\$ -		\$ -		\$ -	238	\$ 11,900.00
9. Pedestrian Fence	LF	1,427	\$ 35.00	\$ 49,945.00		\$ -		\$ -		\$ -	1,427	\$ 49,945.00
10. Emergency Access Drive	SY	540	\$ 50.00	\$ 27,000.00		\$ -	540	\$ 27,000.00	540	\$ 27,000.00		\$ -

DEVELOPER'S REQUEST

ESCROW RELEASE #:

8

DATE PREPARED: 2-Jan-2024

PROJECT NAME: Westrum Montgomeryville - 13-17 Bethlehem	TOTAL ENG/INSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: CSW Luxor VII Montgomeryville, L.P.	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-717
ESCROW AGENT: Mid Penn Bank		G&A PROJECT NO.: 2015-04049-02
TYPE OF SECURITY: Tri-Party Agreement	MAINTENANCE BOND AMOUNT (15%): \$ 567,735.86	AGREEMENT DATE: 12-Sep-2022

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$3,784,905.75	\$ 187,141.00	\$ 2,902,783.25	\$ 3,089,924.25	\$ 694,981.50
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yyyy - \$x,xxx.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 378,490.58	\$ -	\$ 89,083.38	\$ 89,083.38	\$ 289,407.20
TOTAL	\$ 4,163,396.33	\$ 187,141.00	\$ 2,991,866.63	\$ 3,179,007.63	\$ 984,388.70

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	
J.	<u>HOP (Knapp Road & Stump Road)</u>																
	<u>SITE CLEARING & DEMOLITION</u>																
1.	Class 1 Excavation	CY	675	\$30.00	\$		20,250.00	\$	-	675	\$	20,250.00	675	\$	20,250.00	\$	-
2.	Class 1B Excavation	CY	627	\$60.00	\$		37,620.00	\$	-	627	\$	37,620.00	627	\$	37,620.00	\$	-
	<u>ROAD WORK</u>																
3.	Plain Cement Concrete Curb	LF	1,740	\$	100.00	\$	174,000.00	\$	-	1,740	\$	174,000.00	1,740	\$	174,000.00	\$	-
4.	6" Subbase 2A	SY	950	\$	14.00	\$	13,300.00	\$	-	950	\$	13,300.00	950	\$	13,300.00	\$	-
5.	Milling of Bituminous Pavement	SY	4,905	\$	5.00	\$	24,525.00	\$	-	4,905	\$	24,525.00	4,905	\$	24,525.00	\$	-
6.	1.5" Wearing Course, SRL-H	SY	6,388	\$	20.00	\$	127,760.00	\$	-	6,388	\$	127,760.00	6,388	\$	127,760.00	\$	-
7.	2.5" Binder Course	SY	950	\$	30.00	\$	28,500.00	\$	-	950	\$	28,500.00	950	\$	28,500.00	\$	-
8.	6" Base Course	SY	950	\$	60.00	\$	57,000.00	\$	-	950	\$	57,000.00	950	\$	57,000.00	\$	-
9.	Class A Cement Concrete	SY	223	\$	50.00	\$	11,150.00	\$	-	223	\$	11,150.00	223	\$	11,150.00	\$	-
10.	Detectable Warning Surfaces	SF	105	\$	60.00	\$	6,300.00	\$	-	105	\$	6,300.00	105	\$	6,300.00	\$	-
11.	Tack Coat	SY	5,855	\$	0.50	\$	2,927.50	\$	-	5,855	\$	2,927.50	5,855	\$	2,927.50	\$	-
12.	Type 31-S Guide Rail	LF	140	\$	55.00	\$	7,700.00	\$	-	140	\$	7,700.00	140	\$	7,700.00	\$	-
13.	Relocate Fire Hydrant	EA	1	\$	7,500.00	\$	7,500.00	\$	-	1	\$	7,500.00	1	\$	7,500.00	\$	-
14.	Utility Pole Relocations	EA	1	\$	25,000.00	\$	25,000.00	\$	-	1	\$	25,000.00	1	\$	25,000.00	\$	-
	<u>PAVEMENT MARKINGS & SIGNING</u>																
15.	4" White Hot Thermoplastic Pavement Marking	LF	445	\$	2.00	\$	890.00	\$	-	445	\$	890.00	445	\$	890.00	\$	-
16.	6" White Hot Thermoplastic Pavement Marking	LF	750	\$	3.00	\$	2,250.00	\$	-	750	\$	2,250.00	750	\$	2,250.00	\$	-
17.	24" White Hot Thermoplastic Pavement Marking	LF	530	\$	10.00	\$	5,300.00	\$	-	530	\$	5,300.00	530	\$	5,300.00	\$	-
18.	4" Yellow Hot Thermoplastic Pavement Marking	LF	3,360	\$	1.50	\$	5,040.00	\$	-	3,360	\$	5,040.00	3,360	\$	5,040.00	\$	-
19.	24" Yellow Hot Thermoplastic Pavement Marking	LF	252	\$	10.00	\$	2,520.00	\$	-	252	\$	2,520.00	252	\$	2,520.00	\$	-
20.	White Hot Thermoplastic Pavement Marking Legend (Right)	EA	1	\$	175.00	\$	175.00	\$	-	1	\$	175.00	1	\$	175.00	\$	-
21.	White Hot Thermoplastic Pavement Marking Legend (Only)	EA	4	\$	175.00	\$	700.00	\$	-	4	\$	700.00	4	\$	700.00	\$	-
22.	White Hot Thermoplastic Pavement Marking Legend (Left)	EA	3	\$	175.00	\$	525.00	\$	-	3	\$	525.00	3	\$	525.00	\$	-
23.	Sign Assembly	EA	11	\$	250.00	\$	2,750.00	\$	-	11	\$	2,750.00	11	\$	2,750.00	\$	-
	<u>TRAFFIC SIGNAL</u>																
24.	Traffic Signal Wiring	LF	1,525	\$	2.25	\$	3,431.25	\$	-	1,525	\$	3,431.25	1,525	\$	3,431.25	\$	-
25.	Traffic Signal Conduit & Backfill	LF	825	\$	60.00	\$	49,500.00	\$	-	825	\$	49,500.00	825	\$	49,500.00	\$	-
26.	Traffic Signal Junction Box, JB-27	EA	2	\$	650.00	\$	1,300.00	\$	-	2	\$	1,300.00	2	\$	1,300.00	\$	-
27.	Traffic Signal Head, 3-Section (12" Lense)	EA	2	\$	825.00	\$	1,650.00	\$	-	2	\$	1,650.00	2	\$	1,650.00	\$	-
28.	Traffic Signal Support, 14' Pedestal	EA	4	\$	7,500.00	\$	30,000.00	\$	-	4	\$	30,000.00	4	\$	30,000.00	\$	-
29.	Accessible Pedestrian Push Button	EA	4	\$	1,250.00	\$	5,000.00	\$	-	4	\$	5,000.00	4	\$	5,000.00	\$	-
30.	LED Countdown Ped Signal Heads	EA	4	\$	750.00	\$	3,000.00	\$	-	4	\$	3,000.00	4	\$	3,000.00	\$	-
31.	Traffic Signal Signage, Structure Mounted	SF	34	\$	55.00	\$	1,870.00	\$	-	34	\$	1,870.00	34	\$	1,870.00	\$	-
	<u>STORM DRAIN AND STORMWATER MANAGEMENT</u>																
32.	18" RCP Pipe	LF	414	\$	100.00	\$	41,400.00	\$	-	414	\$	41,400.00	414	\$	41,400.00	\$	-
33.	Standard Inlet Box - Type C Top	EA	3	\$	3,000.00	\$	9,000.00	\$	-	3	\$	9,000.00	3	\$	9,000.00	\$	-
34.	Type 5 Inlet Box - Type C Top	EA	1	\$	4,000.00	\$	4,000.00	\$	-	1	\$	4,000.00	1	\$	4,000.00	\$	-
35.	Type 6 Inlet Box - Type C Top	EA	1	\$	5,000.00	\$	5,000.00	\$	-	1	\$	5,000.00	1	\$	5,000.00	\$	-
36.	Storm Drain Structure- Manhole	EA	1	\$	4,500.00	\$	4,500.00	\$	-	1	\$	4,500.00	1	\$	4,500.00	\$	-

DEVELOPER'S REQUEST

ESCROW RELEASE #: 8

DATE PREPARED: 2-Jan-2024

PROJECT NAME: Westrum Montgomeryville - 13-17 Bethlehem	TOTAL ENG/INSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: CSW Luxor VII Montgomeryville, L.P.	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-717
ESCROW AGENT: Mid Penn Bank		G&A PROJECT NO.: 2015-04049-02
TYPE OF SECURITY: Tri-Party Agreement	MAINTENANCE BOND AMOUNT (15%): \$ 567,735.86	AGREEMENT DATE: 12-Sep-2022

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$3,784,905.75	\$ 187,141.00	\$ 2,902,783.25	\$ 3,089,924.25	\$ 694,981.50
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yyyy - \$x,xxx.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 378,490.58	\$ -	\$ 89,083.38	\$ 89,083.38	\$ 289,407.20
TOTAL	\$ 4,163,396.33	\$ 187,141.00	\$ 2,991,866.63	\$ 3,179,007.63	\$ 984,388.70

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			
J.	<u>HOP (Knapp Road & Stump Road)</u>																		
	<u>GENERAL ITEMS</u>																		
	37. Mobilization	LS	1	\$	50,000.00	\$	50,000.00		\$	-	1	\$	50,000.00	1	\$	50,000.00	\$	-	
	38. Stakeout	LS	1	\$	7,500.00	\$	7,500.00		\$	-	1	\$	7,500.00	1	\$	7,500.00	\$	-	
	39. Maintenance and Protection of Traffic	LS	1	\$	100,000.00	\$	100,000.00		\$	-	1	\$	100,000.00	1	\$	100,000.00	\$	-	
	40. Erosion & Sediment Control	LS	1	\$	10,000.00	\$	10,000.00		\$	-	1	\$	10,000.00	1	\$	10,000.00	\$	-	
K.	<u>ANNUAL CONSTRUCTION COST INCREASE PER PA MPC §509(h)</u>																		
	1. 10% Annual Construction Cost Increase (Balance as of mm/dd/yyyy - \$x,xxx.xx)	LS	1	\$	-	\$	-		\$	-		\$	-		\$	-	1	\$	-
L.	<u>CONTINGENCY</u>																		
	1. 10% Contingency (SITE)	LS	1	\$	289,407.20	\$	289,407.20		\$	-		\$	-		\$	-	1	\$	289,407.20
	2. 10% Contingency (HOP)	LS	1	\$	89,083.38	\$	89,083.38		\$	-	1	\$	89,083.38	1	\$	89,083.38		\$	-
(Released upon certification of completion and receipt of Maintenance Bond)																			

NOTES:

2022-09-09 Initial cost prepared for Agreements.
2022-10-03 Release of HOP items held in escrow by PennDOT.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #06

SUBJECT: Recognition of Retirement of Police Canine Cooper
MEETING DATE: January 22, 2024
BOARD LIAISON: Supervisor Annette M. Long, Public Safety Committee Liaison
INITIATED BY: J. Scott Bendig, Chief of Police

BACKGROUND:

Late last year, Canine Cooper retired after nine years of service to the Montgomery Township Police Department. Cooper entered service with the Township Police Department in 2015, serving as a dual-purpose canine, specializing in both patrol work and drug detection.

During his distinguished career, Canine Cooper and his handler, Officer Brian Schreiber, responded to over 1110 calls for service, arresting numerous offenders and seizing significant quantities of drugs. This team also competed yearly in the United States Police Canine Association Police field trials, obtaining numerous tracking, narcotic, Detector Dog, and PD1 Certifications.

Canine Cooper is well known to the Montgomery Township community, having been involved in over 85 public appearances/demonstrations during his years of service.

RECOMMENDATION:

It is recommended that the Board of Supervisors recognize Canine Cooper for his nine years of service to the Police Department and the citizens of Montgomery Township.

MOTION/RESOLUTION:

MOTION that we hereby recognize Canine Cooper for his nine years of service to the Police Department and citizens of Montgomery Township.

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #07

SUBJECT: Introduction: New Police Canine Niko and Handler Officer Eufrasio
MEETING DATE: January 22, 2024
BOARD LIAISON: Annette M. Long, Public Safety Committee Liaison
INITIATED BY: J. Scott Bendig, Chief of Police

BACKGROUND:

This evening Chief Bendig will be introducing our newest canine, Canine Niko, to the Board of Supervisors and members of the public in attendance.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #08

SUBJECT:	Swearing in of new FDMT Special Fire Police Officers Caeden Marquette and John Otte
MEETING DATE:	January 22, 2024
BOARD LIAISON:	Annette M. Long
INITIATED BY:	William Wiegman, Fire Chief

BACKGROUND:

Mr. Caeden Marquette and John Otte recently joined the Fire Department of Montgomery Township (FDMT). Mr. Marquette and Mr. Otte are being nominated by FDMT to be appointed as Special Fire Police Officers under the Pennsylvania State Fire Police Statute - Act of 1941, P.L. 137, No. 74, Amended July 11, 1980. P.L. 580, No. 122.

Under this law, before the applicants can perform the duties of Special Fire Police Officers, the nominated candidates must be confirmed by the Board of Supervisors and sworn in by the Chairperson of the Board of Supervisors.

Mr. Marquette and Mr. Otte have been interviewed by Lt. Dougherty of the Montgomery Township Police Department and based on all the information Lt. Dougherty believes that both nominees have the understanding and ability to perform the duties of Special Fire Police Officers in Montgomery Township. Mr. Marquette and Mr. Otte completed a 16-hour course in Basic Fire Police Training through the Fire Academy.

RECOMMENDATION:

Staff recommends that the Board of Supervisors appoint Mr. Marquette and Mr. Otte to the positions of Special Fire Police Officers, effective January 22, 2024, and welcome them to Montgomery Township.

MOTION/RESOLUTION:

- 1) **Motion** to appoint Caeden Marquette and John Otte to the position of Special Fire Police Officers, effective January 22, 2024, and welcome Mr. Marquette and Mr. Otte to Montgomery Township.
- 2) Motion by: _____ Second by: _____
- 3) Chair will call for public comment.
- 4) Chair will call for a vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #09

SUBJECT: Request Authorization to Purchase Replacement Computers
MEETING DATE: January 22, 2024
BOARD LIAISON: Annette M. Long, Public Safety Committee Liaison
INITIATED BY: J. Scott Bendig, Chief of Police

BACKGROUND:

In 2023, the Police Department is scheduled to replace eight (8) desktop computers in accordance with the replacement schedule advocated by Rich Grier, Director of Information Technology for the Township.

Attached is a quote dated January 11, 2024, from Computer Design & Integration, LLC, an authorized vendor under the Co-Stars Cooperative Purchase Program (# 003-E22-530, to provide the requested equipment at a total cost of \$15,154.64.

BUDGET IMPACT:

A total of \$14,000.00 was included in the 2024 Approved Final Budget-Information Technology Capital Replacement to replace these computers.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve the contract awarding for the referenced purchases per the 2024 approved Final Budget.

MOTION/RESOLUTION:

Motion to award the contract for the purchase of eight (8) desktop computers from Computer Design & Integration, LLC, an authorized vendor under the Co-Stars Cooperative Purchase Program, at a total cost of \$15,154.64 per their quote.

- 1) Motion by:_____ Second by:_____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.



CDI LLC
500 Fifth Avenue, Suite 1500
New York, NY 10110
(877) 216 0133

Quote Prepared For:
Montgomery Township
1001 Stump Rd
Montgomeryville, PA, 18936

Quote Date: 01/11/2024
Exp Date: 02/09/2024
Quote No: Q-86908-1
Prepared By: hailee.walsh@cdillc.com

Montgomery Township_011024_Client

Dell Micro AIO Stand	\$ 818.88
Dell Monitor Slim Soundbar	\$ 354.32
Dell 27 Monitor	\$ 3,711.84
OptiPlex Micro	\$ 10,269.60
TOTAL	\$ 15,154.64

Account Manager: Adrian Sharma
Email: adrian.sharma@cdillc.com
Phone#:

Terms & Conditions

Pricing subject to change without advanced notice from the manufacturer. Restock fees will apply for any items returned. Returns must be made within 15 days of receipt of items unopened. CDI terms net 30 days. Shipping fees not included. The information provided to you in this communication is regarded by Computer Design & Integration LLC to be Confidential and Proprietary information. This includes the description of the materials/products for sale, the prices quoted, and any description of consulting services to be performed by Computer Design & Integration LLC. This information shall not be disclosed or made available to any party unrelated to this agreement without our express written consent. You must also exercise reasonable care to protect this information from the unauthorized disclosure by others.
Per Computer Design & Integration **COSTARS contract # 003-E22-530 for Hardware**

Dell Micro AIO Stand

QTY	PART NUMBER	DESCRIPTION	UNIT SELL	EXT. SELL
8	452-BDUB	Dell Micro AIO Stand <input type="checkbox"/> MFS22	\$ 102.36	\$ 818.88
			SUBTOTAL	\$ 818.88

Dell Monitor Slim Soundbar

QTY	PART NUMBER	DESCRIPTION	UNIT SELL	EXT. SELL
8	520-AARU	Dell Monitor Slim Soundbar - SB521A	\$ 44.29	\$ 354.32
			SUBTOTAL	\$ 354.32

Dell 27 Monitor

QTY	PART NUMBER	DESCRIPTION	UNIT SELL	EXT. SELL
16	210-BBCK	Dell 27 Monitor - P2722H, 68.6cm (27)	\$ 228.39	\$ 3,654.24
16	814-5380	Dell Limited Hardware Warranty	\$ 3.60	\$ 57.60
16	814-5381	Advanced Exchange Service, 3 Years	\$ 0.00	\$ 0.00
			SUBTOTAL	\$ 3,711.84

OptiPlex Micro

QTY	PART NUMBER	DESCRIPTION	UNIT SELL	EXT. SELL
8	210-BFXS	OptiPlex Micro (Plus 7010)	\$ 6.50	\$ 52.00
8	338-CHBX	13th Gen Intel Core i5-13500T (6+8 Cores/24MB/20T/1.6GHz to 4.6GHz/35W)	\$ 156.00	\$ 1,248.00
8	619-ARSB	Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	\$ 117.00	\$ 936.00
8	658-BCSB	No Microsoft Office License Included - 30 day Trial Offer Only	\$ 0.00	\$ 0.00
8	370-AGWU	16GB (1X16GB) DDR5 Non-ECC Memory	\$ 209.95	\$ 1,679.60
8	400-BOQM	M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	\$ 198.25	\$ 1,586.00
8	773-BBBC	M2X3.5 Screw for SSD/DDPE	\$ 0.00	\$ 0.00
8	817-BBBN	NO RAID	\$ 0.00	\$ 0.00
8	329-BHPL	Micro Plus with 35W CPU L5.5 FSJ local build	\$ 6.50	\$ 52.00
8	450-AAZN	US Power Cord	\$ 0.00	\$ 0.00
8	555-BH DU	Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	\$ 26.00	\$ 208.00
8	555-BH DV	Internal Antenna	\$ 6.50	\$ 52.00
8	555-BII O	Wireless Driver, Intel(R) Wi-Fi 6e AX211 2x2 (Gig+) + Bluetooth	\$ 0.00	\$ 0.00
8	492-BCKH	No Additional Video Ports	\$ 0.00	\$ 0.00
8	580-AJG	Dell Pro Wireless Keyboard and	\$ 38.99	\$ 311.92

		Mouse - KM5221W - English - Black		
8	570-AADI	Mouse included with Keyboard	\$ 0.00	\$ 0.00
8	325-BCZQ	No Cover Selected	\$ 0.00	\$ 0.00
8	658-BFPY	Dell Additional Software	\$ 0.00	\$ 0.00
8	387-BBLW	ENERGY STAR Qualified	\$ 0.00	\$ 0.00
8	379-BEZG	Dell Watchdog Timer	\$ 0.00	\$ 0.00
8	340-DDHH	Quick Start Guide, OptiPlex Micro Plus	\$ 0.00	\$ 0.00
8	389-BDQH	Print on Demand Label	\$ 0.00	\$ 0.00
8	329-BBJL	Trusted Platform Module (Discrete TPM Enabled)	\$ 0.00	\$ 0.00
8	340-CQYN	Shipping Material	\$ 0.00	\$ 0.00
8	389-BBUU	Shipping Label	\$ 0.00	\$ 0.00
8	389-FBSJ	FSJ Reg label 130W adaptor	\$ 0.00	\$ 0.00
8	658-BFQK	Intel Rapid Storage Technology Driver MFF	\$ 0.00	\$ 0.00
8	389-EDDQ	Intel Core i5 vPro Enterprise Processor Label	\$ 0.00	\$ 0.00
8	800-BBIP	Desktop BTS/BTP Shipment	\$ 0.00	\$ 0.00
8	450-AMQF	130 Watt A/C Adapter	\$ 0.00	\$ 0.00
8	998-FZPP	Fixed Hardware Configuration	\$ 201.50	\$ 1,612.00
8	340-ACQQ	No Option Included	\$ 0.00	\$ 0.00
8	379-BDZB	EPEAT 2018 Registered (Gold)	\$ 0.00	\$ 0.00
8	520-AAVE	Internal Speaker	\$ 0.00	\$ 0.00
8	631-BBKP	Intel vPro Enterprise	\$ 0.00	\$ 0.00
8	812-3886	Dell Limited Hardware Warranty Plus Service	\$ 151.45	\$ 1,211.60
8	812-3902	ProSupport: 7x24 Technical Support, 51 Months	\$ 69.06	\$ 552.48
8	812-3924	ProSupport: Next Business Day Onsite 51 Months	\$ 96.00	\$ 768.00
8	989-3449	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	\$ 0.00	\$ 0.00
8	981-4619	No Accidental Damage Selected	\$ 0.00	\$ 0.00
SUBTOTAL				\$ 10,269.80

Computer Design & Integration LLC Sales Terms and Conditions

Terms and Conditions

The following Terms & Conditions apply to all orders and purchases, and any agreements resulting therefrom, of any products, licenses, or services from Computer Design & Integration LLC (hereafter "Seller"):

Confidentiality Provision

The information provided to you in this communication is regarded by Computer Design & Integration LLC to be Confidential and Proprietary information. This includes the description of the materials/products for sale, the prices quoted, and any description of consulting services to be performed by Computer Design & Integration LLC. This information shall not be disclosed or made available to any party unrelated to this agreement without our express written consent. You must also exercise reasonable care to protect this information from the unauthorized disclosure by others.

Payment Terms

Terms of payment are net 30 days from date of invoice, which date shall not precede the shipment of products or rendering of services unless the parties otherwise agree in writing. The payment terms set forth herein are subject to Buyer and Seller maintaining a mutually acceptable Credit Arrangement. Seller may assess interest on amounts not paid within thirty (30) days of the invoice date at the maximum rate allowed by law or 1.5% per month, whichever is less. Further, any returned checks will incur a \$25.00 fee. Seller may, at its discretion, engage third parties to assist in the collection of past due accounts. If such event occurs, Buyer agrees to be solely responsible for all costs associated with the third-party collection efforts, including reasonable attorney's fees. In the event that you lease the Product through a third-party leasing agent, we must be informed of this prior to shipment. Our standard payment terms must be met by your leasing agent or be subject to the aforementioned interest penalty to be paid by you.

Taxes

Any tax imposed by federal, state or other governmental authority on the sale of the merchandise and/or services referred to in this quotation shall be paid by the Buyer, in addition to the quoted prices.

Freight Terms, Delivery, Title To and Risk of Loss

Unless otherwise agreed to by the parties, merchandise shall be shipped FOB shipping point (placement of Product with a common carrier or licensed trucker). In the event Buyer requests the shipment of merchandise not in accordance with our standard freight policy, Buyer shall be responsible for all costs of freight and handling.

Title to any merchandise sold and the risk of loss with respect to such merchandise for any damages shall pass to the Buyer upon CDI's placing same in the custody of a common carrier for shipment to the Buyer.

Warranty Limitation and Exclusions

Except for the warranty that the goods are made in a workmanlike manner and in accordance with the specifications supplied or agreed to by buyer in writing, buyer hereby waives all other conditions, representations and warranties, express or implied by statute, usage, custom of the trade or otherwise, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Notwithstanding any other prior statement, written or oral, seller makes no other warranties regarding the quality of its products or the materials and services provided to buyer under this agreement. Without limiting the generality of the foregoing, seller expressly disclaims any warranties of durability, that the licensed software program will meet all of the buyer's needs or that the operation of the goods will be error free.

Damages and Limitation of Liability

In no event shall Seller be liable to Buyer for any indirect, special, incidental, consequential or punitive damages for any occurrence related to this Agreement, whether or not such damages were foreseeable, or Seller had been advised of the possibility of such damages. This limitation includes, but is not limited to, the following: loss of profits; loss of buyer goodwill; attorney's fees; damage to business relations; loss of use of equipment; cost of substituted facilities or services; claims by buyer's customers; and damages for any other economic losses or property damage arising from or related to any act or omission by seller. Seller's total liability shall not exceed the lesser of the sum of \$10,000 or the amount paid to seller under the agreement during the twelve (12) month period immediately preceding the occurrence of any damage or loss. Any action by buyer arising out of or in any way related to this agreement must be brought by buyer within two (2) years from the date on which the cause of action accrues.

Force Majeure

Neither party shall be liable to the other for the failure to perform their respective obligations under this Agreement due to fire, flood, strikes, or any other industrial or manufacturing disturbances, accidents, war, riot, insurrection, or other causes beyond the reasonable control of the parties.

Limitation of Employment

Buyer agrees that during the term of this agreement, and for an additional period of one (1) year, buyer shall not directly or indirectly offer employment to, employ, seek the counsel of, or contract with any seller's employees. This provision shall be construed by the parties as a covenant independent of any other term or condition contained in this agreement. In the event that buyer violates this independent covenant between the parties, buyer shall pay seller for each violation a fee equal to one year of salary for the employee in question.

Governing Law

The parties agree that this agreement will be construed and interpreted in accordance with the laws of the State of New Jersey, including provisions of Chapter 2 of the New Jersey Uniform Commercial Code. The parties also acknowledge that the transaction that is the subject matter of this agreement bears a reasonable relation to the State of New Jersey, and that any dispute arising hereunder shall be decided in the state or federal courts located in the State of New Jersey.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #10

SUBJECT:	Replacement Generator for Battalion 2-Change Order
MEETING DATE:	January 22, 2024
BOARD LIAISON:	Annette M. Long
INITIATED BY:	William Wiegman, Fire Chief

BACKGROUND:

The Board of Supervisors approved the installation of a new generator at the Battalion 2 firehouse at a Board Meeting on June 12, 2023. The cost of the installation of the generator at the time of the meeting was \$26,170.00. There was \$30,000.00 in the 2023 Capital Investment Plan for the replacement of the generator at Battalion 2.

West Generator Services of Kulpsville, PA was authorized to replace the generator at Battalion 2. West Generator Services currently services the generators at both fire battalions and is an approved COSTARS vendor and service provider.

West Generator has informed us that the quoted generator is no longer available, and they are unsure of a timeframe for when it will be available. They are recommending that we purchase a different generator that is a better option and has the same engine as the recently quoted replacement for the generator at Battalion 1. The additional cost of the new generator is \$10,551.00. The total cost of the new generator for Battalion 2 would be \$36,721.00.

BUDGET IMPACT:

The cost of the installation of the new generator at Battalion 2 with the change order is quoted at \$36,721.00. The quote was provided by West Generator Services who is an approved COSTARS vendor.

RECOMMENDATION:

Staff recommends that the Board of Supervisors approve the change order for \$10,551.00 for the purchase of a new generator for the Battalion 2 firehouse to replace the existing generator. The new generator will be purchased and installed by West Generator Service for \$36,721.00.

MOTION/RESOLUTION:

- 1) **Motion** to approve the change order for \$10,551.00 for the purchase of a new generator for the Battalion 2 firehouse to replace the existing generator. The new generator will be purchased and installed by West Generator Service for \$36,721.00.
- 2) Motion by: _____ Second by: _____
- 3) Chair will call for public comment.
- 4) Chair will call for a vote.



Montgomery Fire Company
Doylestown Road
Montgomeryville, PA 19454

Quotation = New Cummins stand-by generator with industrial ATS.

1-19-24

1 - Cummins Power Generation 1 - RS50 Power Connect Standby Generator.

- Model C50N6, # A054F636.
- 1800 RPM, 60 Hz.
- Outside aluminum weather housing.
- Fuel Accessories.
- 2 Year Base Warranty.
- Coolant Hater.
- Annunciator panel.
- Voltage 120/208 3 Phase
- Breaker 200 amp.
- Quite operation 69.3 dba at full load.
- Inline 6 cly. 5.9 L liquid cooled, Engine.
- Power Command Control 1302.
- PCC 500 Remote monitoring and E-mail.
- And more, see Spec Sheets # NAS-6168-EN.

1 - OTEC125 - (NSE)-3Ph-120-208V

- Model 125OTEC # A066Y090.
 - NEMA 1 Cabinet.
 - Exercise clock.
 - Mechanical Interlock Contacts.
 - 125 Amp.
 - Base Warranty.
 - Easy Manual Operation.
 - And more, see Spec Sheets # S-.
1. Order, pick-up, drill holes, sandblast and industrial prime and paint I beams.
 2. Deliver generator and mount up on I beams with Elevation/Base Barrier kit (for salt problem).
To keep it within code we must move out 6 inches for 36 inches of clearance.
 3. Add 2nd 100 amp. breaker.
 4. Connect wiring and fuel lines back up.
 5. Remove old ATS and install new ATS in same location.
 6. Run cat 6 from generator to router.
 7. Complete start-up including setting up E-Mails and free Monitoring.

Price	\$ 36,721.00
Sales Tax	.00
Total	\$ 36,721.00

THIRTY SIX THOUSAND SEVEN HUNDRED TWENTY ONE DOLLARS.

NOTES:

Terms of Sale: 30% Down payment, 60% Before Delivery 10% After Start-up.

Shipping will not be performed until payment has been received, regardless of our invoice date.

Delivery will be determined at time of release based upon current manufacturing lead times.

No Fuel,

No exhaust piping, insulation, hangers, or wall thimble.

No ductwork or louvers.

Start-up & Testing is to be done on regular time.

Load Bank testing if included, adequate access must be provided.

Electrical Permits, Mechanical Permits, Emissions Permits or Emissions Testing are excluded from our scope of supply.

Pricing is for current EPA regulations.

Cancellation Policy: Once equipment has been released for manufacture; a cancellation fee will be assessed based on a percentage of the equipment value as determined by the manufacturer.

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and West Generator Services Inc. ("West") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and West will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on West. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on West.

QUOTE TERM; SCOPE. The Quote is valid for 30 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

SHIPPING; DELIVERY. Equipment is quoted FOB origin, freight prepaid to first destination, unless otherwise stated. For consumer and mobile products, freight will be charged to Customer. A reasonable storage fee, as determined by West, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included in proposal, unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. West shall use best efforts to meet estimated dates but shall not be liable for any delay in delivery, shipping, installation, or performance, however occasioned. West may deliver in installments. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as West deems appropriate.

PAYMENT TERMS; CREDIT; RETAINAGE. If Customer has approved credit, as determined by West, payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote, without deduction or setoff. If payment is not received when due, in addition to any rights West has under the law and charges that West may levy against Customer under statute (including attorney fees and costs of collection), West may charge Customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by West prior to shipment.

TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS. Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.

INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to West within three (3) days from date of delivery after which time Equipment shall be deemed accepted. West shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to West) or allow West another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT. Customer agrees that West retains all statutory lien rights. To secure payment, Customer grants West a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as West may request from time to time in order to permit West to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants West a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. West may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by West of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and West enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to West, and is subject to inspection by West at all reasonable times.

CANCELLATION; CHARGES. If Customer cancels all or a portion of this Agreement after its release to West, Customer may incur a cancellation charge in accordance with current West policy which is available upon request, in addition to the actual, non-recoverable costs incurred by West. Written cancellation notice is required. **MANUALS.** Unless otherwise stated, electronic submittals and electronic O & M manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular West business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and West personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. West is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after startup, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

WARRANTY. New and remanufactured Equipment purchased hereunder is accompanied by an express written manufacturer's warranty and is the only warranty offered on the Equipment. A copy of the express manufacturer's warranty is available upon request. West' obligations under this warranty are limited to repair or replacement, at West' option, of any defective component.

WARRANTY PROCEDURE. Prior to the expiration of the applicable warranty, Customer must give notice of a warrantable failure to West and deliver the defective Equipment to a West location or other location authorized and designated by West to make the repairs during regular business hours. West shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES

West expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by West. Some states do not allow limitation on warranties, so these limitations may not apply to you.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any West published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by West; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

NDEMNITY. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the Limitation of Remedies set forth below, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

LIMITATIONS ON REMEDIES

THE MAXIMUM LIABILITY, IF ANY, OF WEST FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM WEST' BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE EQUIPMENT PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL WEST BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY WEST' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST WEST FOR ANY LOSS SHALL BE THE REMEDY PROVIDED UNDER THIS ENTIRE AGREEMENT.

FORCE MAJEURE. West is not responsible for the occurrence of any unforeseen event, circumstance, or condition beyond its reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by West' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. If any such cause results in delayed performance, the date of performance shall be extended for a period equal to time lost and shall be Customer's exclusive remedy.

DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than West. Upon the occurrence of any event of Customer's default, West, at its sole option and without notice, shall have the right to exercise concurrently or separately any or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to West' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this Agreement is subject thereto; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by West shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by West, Customer shall make these permits, licenses, and consents available to West prior to shipment. Customer represents that

it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer receives technical information, drawings, or advice, Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement

Intellectual Property. Any intellectual property rights created by West in the course of the performance of this Agreement or otherwise shall remain West' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of West. Customer's rights in and to the West' intellectual property are limited to those rights as expressly set forth in this Agreement. All rights not expressly granted to Customer under this Agreement are expressly reserved by West.

MISCELLANEOUS. West shall be an independent contractor under this Agreement.

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

MISCELLANEOUS CHARGES. West may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of West to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, West has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for West entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist West in obtaining or retaining business or to benefit West or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving West the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold West harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by West or its affiliates as a result of Customer's breach.

NOTICE: As a result of the outbreak of the disease Covid-19 arising from the novel coronavirus, temporary delays in delivery, labour or services from West and its sub-suppliers or subcontractors may occur. Among other factors, West' delivery obligations are subject to correct and punctual supply from our sub-suppliers or subcontractors, and West reserves the right to make partial deliveries or modify its labour or service. While West shall make every commercially reasonable effort to meet the delivery, service or completion obligations set forth herein, such dates are subject to change

Upon Acceptance of this Proposal, Customer accepts the proposed products as well as the attached West Generator Services Inc terms and conditions. Please sign and return this quotation to proceed.

Company: _____	Ship to Address: _____
Printed Name: _____	Contact for Delivery: _____
Signature: _____	Phone Number: _____
Title: _____	Special Delivery Instructions: _____
Date: _____	_____

Thank you for considering West Generator Services Sales and Service for this power generation project.

Scott West
West Generator Services Inc.
(215) 362-6324
scott@westgenerator.com



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #11

SUBJECT: Authorization to Advertise for an Ordinance Amendment Establishing
Massage Establishments

MEETING DATE: January 22, 2024

BOARD LIAISON: Annette M. Long, Public Safety Committee Liaison

INITIATED BY: J. Scott Bendig, Chief of Police

BACKGROUND:

This evening, the staff is requesting the authorization to advertise for an amendment to the Montgomery Township Code Part II, General Legislation, to create a new chapter entitled "Massage Establishments."

Last year, staff initiated internal discussions regarding the need to regulate massage establishments within the Township due to a recent increase in the number of illegal massage or alternative therapy establishments around Montgomery Township that promote unlawful conduct such as prostitution, sex trafficking, and unfair labor practices. These types of illicit businesses often violate human trafficking and child abuse statutes, the Fair Labor Standards Act, state and local health codes, and laws intended to protect the health and safety of citizens. After discussion and review with our Township Solicitor, staff is presenting the proposed ordinance for comment and review. If acceptable, staff is seeking permission to advertise for an amendment to the Township Code Part II, General Legislation, to create a new chapter entitled "Massage Establishments."

RECOMMENDATION:

Staff recommends that the Board of Supervisors authorize the advertisement to amend the Township Code Part II, General Legislation, to create a new chapter entitled "Massage Establishments."

MOTION/RESOLUTION:

Motion to authorize staff to advertise for an amendment to the Township Code Part II, General Legislation, to create a new chapter entitled "Massage Establishments."

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.

ORDINANCE NO. _____

**MONTGOMERY TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

AN ORDINANCE OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING THE TOWNSHIP CODE, PART II, GENERAL LEGISLATION, TO CREATE A NEW CHAPTER ENTITLED “MASSAGE ESTABLISHMENTS” AND ESTABLISHING DEFINITIONS, LICENSE REQUIREMENTS, FEES, OPERATION AND PREMISES REQUIREMENTS, FINES AND PENALTIES, AND A COMPLIANCE TIMEFRAME FOR THE OPERATION OF MASSAGE ESTABLISHMENTS

WHEREAS, the Pennsylvania Second Class Township Code authorizes the Board of Supervisors of Montgomery Township (“Board”) to make, amend, and adopt ordinances that are consistent with the constitution and laws of the Commonwealth when necessary for the proper management, care, and control of the Township and the maintenance of peace, good government, health and welfare of the Montgomery Township (“Township”) and its citizens;

WHEREAS, the Board recognizes the positive role that massage and alternative therapy can play in improving the health and well-being of citizens;

WHEREAS, the Township has seen a recent increase in the number of illegal massage or alternative therapy establishments in and/or around Montgomery Township that promote unlawful conduct such as prostitution, sex trafficking, and unfair labor practices;

WHEREAS, these types of illicit businesses often violation human trafficking and child abuse statutes, the Fair Labor Standards Act, state and local health codes, and laws intended to protect the health and safety of citizens;

WHEREAS, the Board has determined that the licensing and regulation of establishments that offer massages and alternative therapy, as hereinafter defined, is necessary to protect the public health, safety, and welfare of the residents, visitors, property owners, and business owners in the Township, and will courage best practices in the massage and alternative therapy industry.

WHEREAS, after due consideration of the proposed ordinance at a duly advertised public hearing, the Board has determined that the health, safety, and general welfare of the residents of Montgomery Township will be served by this amendment of the Montgomery Township Code to regulate the operation of Massage Establishments;

WHEREAS, the Board of Supervisors has met the procedural requirements of the Second-Class Township Code for the adoption of the proposed ordinance;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of the Montgomery Township, Montgomery County, Pennsylvania, it is hereby enacted and ordained by the authority of same, as follows:

SECTION 1. Code Amendment. A new Chapter entitled “Massage Establishments” is hereby added to Part II, General Legislation, of the Montgomery Township Code to provide as follows:

MASSAGE ESTABLISHMENTS

§1. Definitions and Word Usage.

- A. The following words, terms, and phrases, when used in this article, shall have the following meanings ascribed to them:

ALTERNATIVE THERAPY:

- 1) The practice of an individual who uses touch to affect the energy systems, acupoints, Qi meridians, or channels of energy of the human body while engaged within the scope of practice of a profession with established standards and ethics. Such practices include acupressure, Asian bodywork therapy, polarity therapy bodywork, Quigong, reiki, shiatsu, and tui na;
- 2) Reflexology;
- 3) The practice of an individual who uses touch, words, and directed movement to deepen awareness of existing patterns of movement in the body and to suggest new possibilities of movement while engaged within the scope of practice of a profession with established standards and ethics; and/or
- 4) Any massage-like activity that does not meet the definition of “Massage Therapy” set forth hereinafter.

ALTERNATIVE THERAPY ESTABLISHMENT - Any place in the Township where Alternative Therapy is administered for the payment of a fee or other compensation or consideration but not including a hospital, nursing home, medical clinic or the office of a physician, surgeon, physical therapist, chiropractor or osteopath, currently licensed as such by the Commonwealth of Pennsylvania, and including barbershops or practices licensed by the Department of Cosmetology, or any athletic program of accredited junior and senior high schools or colleges in which a massage is administered by a trainer within the scope of such athletic program.

ALTERNATIVE THERAPY TECHNICIAN - Any person who administers Alternative Therapy to another as part of a massage business or Alternative Therapy business that is not licensed as such by the Commonwealth of Pennsylvania.

MASSAGE ESTABLISHMENT – An Alternative Therapy Establishment or a Massage Therapy Establishment.

MASSAGE THERAPIST - An individual licensed by the State Board of Massage Therapy to practice massage therapy.

MASSAGE THERAPY - The application of a system of structured touch, pressure, movement, holding, and treatment of the soft tissue manifestations of the human body in which the primary intent is to enhance the health and well-being of the client without limitation, except as provided in this act.

The term includes the external application of water, heat, cold, lubricants or other topical preparations, lymphatic techniques, myofascial release techniques, and the use of electro-mechanical devices which mimic or enhance the action of the massage techniques. The term does not include the diagnosis or treatment of impairment, illness, disease or disability; a medical procedure; a chiropractic manipulation, adjustment, physical therapy mobilization; manual therapy; therapeutic exercise; electrical stimulation; ultrasound or prescription of medicines for which a license to practice medicine, chiropractic, physical therapy, occupational therapy, podiatry or other practice of the healing arts is required, or any other area licensed by the Commonwealth of Pennsylvania.

MASSAGE THERAPY ESTABLISHMENT - Any place in the Township where Massage Therapy is administered for the payment of a fee or other compensation or consideration but not including a hospital, nursing home, medical clinic or the office of a physician, surgeon, physical therapist, chiropractor or osteopath currently licensed as such by the Commonwealth of Pennsylvania, and including barbershops or practices licensed by the Department of Cosmetology, or any athletic program of accredited junior and senior high schools or colleges in which a massage is administered by a trainer within the scope of such athletic program.

PERSON - Any individual, association, firm, partnership, limited partnership, corporation, trust, or other legally recognized entity.

RECOGNIZED SCHOOL - Any school or educational institution licensed to operate as a school or educational institution in the state in which it is located or any school recognized or approved by the American Massage and Therapy Association, Inc., or such other bona fide educational institution that provides education on massage therapy and/or alternative therapy. Such a school or educational institution shall have the purpose of teaching the theory, method, profession, or work of an alternative therapy and issue a diploma or certificate of graduation.

SEXUAL OR GENITAL AREA - The genitals, pubic area, anus or perineum of any person, and the vulva and breasts of a female.

THERAPY - "Alternative Therapy" or "Massage Therapy" as defined herein.

TOWNSHIP – Montgomery Township, Montgomery County, Pennsylvania.

B. In this Chapter, any word used in the singular shall include the plural, any word used as a plural shall include the singular, and the masculine shall include the feminine and the neuter.

§2 License Requirements; Fees.

A. License requirements for Massage Therapy Establishments. Requirements for the issuance of a license as a Massage Therapy Establishment are as follows:

- 1) All Massage Therapy Establishments must register with and be licensed by the Township. All Massage Therapists practicing Massage Therapy at a Massage Therapy Establishment must be licensed by the Commonwealth of Pennsylvania. The owner and/or operator of Massage Therapy Establishments shall register their business as well as all Massage Therapists and provide copies of the licenses issued by the Commonwealth of Pennsylvania for all Massage Therapists to the Township on a fully

completed application provided by the Township. The application must be filed in person by the person seeking the license during regular business hours. The owner and operator of the Massage Therapy Establishment shall have an ongoing obligation to update the names of Massage Therapists practicing in the establishment. The license fee for such a license shall be determined from time to time by Resolution of the Board of Supervisors.

- 2) All Massage Therapy Establishments must provide proof that all other required business licenses have been obtained and provide confirmation from the taxing entity that arrangements have been made for the payment of required all applicable taxes including business privilege tax, local service tax, and/or earned income tax for its employees.

B. License requirements for Alternative Therapy Establishments. Requirements for the issuance of a license as an Alternative Therapy Establishment are as follows:

- 1) All Alternative Therapy Establishments must register with and be licensed by the Township. No Alternative Therapy Establishment shall engage in an Alternative Therapy business unless all Alternative Therapy Technicians are licensed by the Township. The owner and/or operator of an Alternative Therapy Establishment shall register their business as well as all alternative therapy technicians on a fully completed application provided by the Township. The application must be filed in person by the person seeking the license during regular business hours. The owner and operator of the Alternative Therapy Establishment shall have an ongoing obligation to update the names of Alternative Therapy Technicians. The license fee for such a license shall be determined from time to time by Resolution of the Board of Supervisors.
- 2) All Alternative Therapy Establishments must provide proof that all other required business licenses have been obtained and provide confirmation from the taxing entity that arrangements have been made for the payment of required all applicable taxes, including business privilege tax, local service tax, and/or earned income tax for their employees.

C. Licensing requirements for Alternative Therapy Technicians. Requirements for the issuance of a license as an Alternative Therapy Technician are as follows:

- 1) Fee and contents. Any person desiring to obtain a license to provide services as an Alternative Therapy Technician shall submit an application to the Township. A fee shall accompany the submission of the application to defray the costs of administration and investigation. The amount of the fee for the Alternative Therapy Technician license shall be set by Resolution of Montgomery Township Board of Supervisors. The application must be filed in person by the person seeking the license during regular business hours. Applicant shall be required to identify the Alternative Therapy Establishment where applicant will be employed.
- 2) Diploma or certification of graduation. An applicant must receive training and education and receive a diploma or certification of graduation from a Recognized School. In the event that such person was previously licensed to perform Massage

Therapies in the Township and has not received a diploma or certificate of graduation, then not having completed such course of study, at the expiration of such person's current license, such person shall be issued a provisional license for a six-month period for the purpose of enrolling and completing such course of study.

- 3) Investigation. Applications for licenses for Alternative Therapy Technicians shall be referred to the Montgomery Township Code Enforcement Officer, which shall cause an investigation to be made and report the findings to the Township Director of Planning & Zoning. Applicants shall cooperate with any investigation conducted pursuant to the provisions of this Article Part and shall permit access to the proposed place of business and facilities in conjunction with such investigation. In addition, each applicant for licenses for an Alternative Therapy Technician must submit the following:
 - i. Two forms of identification issued by either the federal or state government, with one containing a photograph.
 - ii. FBI criminal background check per the directions at FBI website (must be the sealed and unopened envelope from FBI).
 - iii. Certified state police criminal background check for the state in which they reside (must be notarized).
 - iv. Signed release permitting Montgomery Township Police Department to conduct local records checks.

D. Granting of license. Within 60 days of the receipt of an application, including all required documents as set forth above and all applicable fees, the Montgomery Township Code Enforcement Department shall either grant or deny the license applied for by the applicant. The license shall be granted, provided that applicant, as applicant's name as it appears on the application, has not been convicted of or entered a plea of guilty to any felony or has a felony charge currently pending or has forfeited bail or has been convicted of or pleaded guilty to a violation of Section 5902 of the Crimes Code of the Commonwealth of Pennsylvania, 18 Pa. C.S. § 5902, pertaining to prostitution and related offenses, or any law of any other jurisdiction involving sexual misconduct.

§3. Massage Establishment Premises Minimum Requirements.

Each Massage Establishment premises shall comply with the following minimum requirements:

- A. The premises shall have adequate equipment for disinfecting instruments and materials. Such instruments and materials shall be disinfected after every use.
- B. All tables, bathtubs, shower stalls, steam rooms, sauna rooms, bath areas, and floors shall have surfaces which may be readily disinfected. The surfaces of all tables or other apparatus used to perform Massage Therapies or Alternative Therapies shall be of a nonporous material that can be disinfected after each use.

- C. All walls, ceilings, floors, showers, bathtubs, steam rooms, sauna rooms, and all other physical facilities shall be in good repair and maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor rooms, or steam or vapor cabinets, shower compartments, and toilet rooms shall be thoroughly cleaned each day the business is in operation. When carpeting is used on the floors, it shall be kept dry.
- D. The premises shall be equipped with a service sink for custodial services.
- E. The premises shall have a minimum of one toilet and one washbasin.
- F. Treatment rooms shall be at least 50 square feet of floor area and shall maintain a light level of no less than 20 foot-candles as metered at three feet above the surface of the floor (for illustrative purposes only, such light level is equivalent to light from a single forty-watt fluorescent lightbulb in the fifty-square-foot room). Such rooms shall contain a door incapable of being locked from either the exterior or the interior.
- G. The premises must comply with applicable codes, ordinances, and regulations of the Township, including, but not limited to the building, fire prevention, property maintenance, stormwater, waste, noise, nuisance, and zoning code provisions of the Township.

§4. Massage Establishment Operation Minimum Requirements.

Every Massage Establishment, Massage Therapist, and/or Alternative Therapy Technician shall comply with the following minimum requirements:

- A. Prohibited conduct. Only employees of the Massage Establishments may offer and provide Therapy to clients. Independent contractors are specifically prohibited.
- B. Therapies at an Alternative Therapy Establishment may commence no earlier than 6:00 a.m. and shall occur no later than 9:00 p.m.
- C. All licenses issued by the Township or Commonwealth of Pennsylvania shall be on display and available for inspection. Price rates charged for any and all Therapies shall be prominently posted in the reception area in a location available for view, and no charges may be made other than in accordance with such posted rates.
- D. No person under the age of 18 years of age shall be permitted to enter or remain on the premises or receive any Therapy unless accompanied at all times by a parent or legal guardian. Clients (or a parent or legal guardian if the client is under the age of 18) shall provide a valid form of identification before any Therapy occurs.
- E. The Massage Establishment shall maintain a list of clientele and services provided for not less than 90 days after the date of service.
- F. There shall be an adequate supply of clean towels, linens, and coverings inside the Massage Establishment. Towels, linens, and coverings shall not be used by or placed upon more than one patron unless they have first been laundered and disinfected. Disposable towels, linens and coverings shall not be used by or placed upon more than one patron. Soiled towels, linens, and

coverings shall be deposited in approved receptacles; disposable items shall not be deposited in the same receptacle as non-disposable items.

- G. Instruments used in administering Therapies shall not be used on more than one patron unless they have first been disinfected. Table pads and reusable table coverings shall be disinfected after each use.
- H. The owner, licensee, or a duly authorized manager shall be on duty at all times within the Massage Establishment during the hours the Massage Establishment is open for business.
- I. Eating or drinking shall not be permitted in the Massage Establishment except while the Massage Establishment is open for Therapies. The sale and/or the serving of alcoholic beverages shall be strictly prohibited unless duly licensed by the Commonwealth of Pennsylvania. Persons shall not be permitted to bring alcoholic beverages into the Massage Establishment for consumption inside of the Massage Establishment.
- J. Animals, except for guide and service animals for the handicapped, shall not be permitted within the Massage Establishment.
- K. All employees of a Massage Establishment must be fully clothed at all times when in the presence of another person.
- L. Smoking is prohibited inside of a Massage Establishment.
- M. Gambling and/or the presence of Games of Skill Machines are prohibited.
- N. No patron or persons other than employees of the Massage Establishment shall remain in Massage Establishment more than one hour after closing. The Massage Establishment shall not be used as a dwelling unit and may not have a stove in the Massage Establishment.
- O. Massage Therapists and Alternative Therapy Technicians shall wash their hands immediately prior to and immediately after the administration of any Therapies and shall observe hygiene practices as set forth in the Pennsylvania Massage Law, 65 P.S. § 627.1, *et seq.*, and accompanying regulations in Chapter 20 of the Pennsylvania Code.
- P. It shall be unlawful for any person providing Therapies to place his or her hands upon, touch, fondle, or otherwise have any physical contact with, including massaging a Sexual or Genital Area of any other person or to offer to so touch any person in a Sexual or Genital Area. It shall be unlawful for any person providing Therapies to expose his or her Sexual or Genital Area to any other person.
- Q. For the purposes of ascertaining violations of this Chapter and/or conducting routine inspections, federal, state, and county officials, Code Enforcement Officer(s), health inspectors, building inspectors, the Fire Marshal or duly authorized fire code inspectors of the Township, or police officers of the Montgomery Township Police Department may request the right of entry into the Massage Establishment during the hours such respective establishment is open for business or occupied during such hours permitted under this Chapter and may request to be provided with the required list of clientele and services provided. If the Massage

Establishment representative refuses entry or to provide any required documentation or unreasonably delays entry of the Township representative or the production of required documentation, the Township may revoke the Massage Establishment's license to operate.

§5. Sale or Transfer of License.

No license issued under the provisions of this Chapter shall be transferable or assignable without the written consent of the Township and the payment of a new licensing fee.

§6. Revocation of License.

Every license issued under the provisions of this Chapter is subject to revocation for violation of any of the provisions of this Chapter, said license may be revoked by the Township Code Enforcement Department after notice of the basis for such revocation. The license holder shall have the right to appeal from such proposed revocation to the Board of Supervisors and request a hearing. Notice of revocation shall be given in writing and shall be served at least 10 days prior to the effective date of the revocation by certified mail, by personal service on the license holder, or by posting the notice upon the entrance to the Massage Establishment. The notice shall advise the license holder of the right to appeal the proposed revocation. A hearing shall be held before the Board of Supervisors, and the license holder shall have the right to be represented at such hearing and to produce evidence.

§7. Expiration of License.

All licenses issued pursuant to the provisions of this Chapter shall expire one (1) year after the date of issuance. No later than one (1) month before the expiration, licensees shall make an application for renewal of said license if there is a desire to continue Massage Therapy operations.

§8. Violations and Penalties.

In addition to the refusal or revocation of a license as provided under this Chapter, any violation of this Chapter shall be enforced by action brought before a District Justice in the same manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure. Any person, firm, or corporation who shall violate any provision of this Chapter shall, upon conviction thereof, be sentenced to pay a fine of not more than \$1,000 and/or to imprisonment for a term not to exceed 10 days. Each day that a violation of this Chapter continues, or each section of this Chapter which shall be found to have been violated, shall constitute a separate offense. For purposes of this Chapter, the doing of any act or thing prohibited by any provision of this Chapter, or the failure to do any act or thing as to which any provision of this Chapter creates an affirmative duty, shall constitute a violation of this Chapter punishable as herein stated. It shall be an affirmative defense of a property owner that an alleged violation occurred without the knowledge of, or outside the control of, such property owner.

§9. Time for Compliance.

Massage Establishments and Alternative Therapy Technicians operating in Montgomery Township as of the time of the effective date of this Chapter shall have 60 days from said effective date in which to comply with the provisions of this Chapter, including all license and registration requirements.

SECTION II. Severability. The terms, conditions, and provisions of this Ordinance are hereby declared to be severable, and should any portion, part, or provision of this Ordinance be found by a court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, the Montgomery Township Board of Supervisors hereby declares its intent that the Ordinance shall have been enacted without regard to the invalid, unenforceable, or unconstitutional portion, part or provision of this Ordinance, and the remainder of the Ordinance shall remain in force.

SECTION III. Repealer. Any and all other Ordinances or parts of Ordinances in conflict with the terms, conditions, and provisions of this Ordinance are hereby repealed to the extent of such irreconcilable conflict.

SECTION IV. Effective Date. This Ordinance shall become effective upon enactment as provided by law, with enforcement of this Ordinance to occur on the specific date(s) set forth in Section I above.

SECTION V. Failure to Enforce Not a Waiver. The failure of Montgomery Township to enforce or delay enforcement of any provision of this Ordinance shall not constitute a waiver by Montgomery Township of its rights to future enforcement hereunder.

ORDAINED AND ENACTED by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, this ____ day of _____ 2024.

ATTEST:

**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Carolyn McCreary, Township Secretary

By: _____
Candyce Chimera, Chair
Montgomery Township Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item # 12

SUBJECT:	Review of Zoning Hearing Board Applications
MEETING DATE:	January 22, 2024
BOARD LIAISON	Candyce Fluehr Chimera, Chair
INITIATED BY:	Marianne McConnell, Zoning Officer

BACKGROUND:

Included in your packet is a summary of the application(s) before the Zoning Hearing Board at their February 7, 2024 meeting.

Potential Action of the Board:

The Board may remain neutral on the applications and let the Zoning Hearing Board render a decision based on the testimony presented.

The Board may send the Solicitor's office to oppose an application. This action would require a motion, second, and vote of the Board.



Montgomery Township Zoning Hearing Board

Meeting Date: February 7, 2024 – 6:30 pm

The agenda for the scheduled hearing is as follows:

1. **Application #24010001 Raising Cane's Restaurants, LLC / 860 Bethlehem Pike** – The applicant is the equitable owner of the property located at 860 Bethlehem Pike. The 1.36 acre condominium parcel sits within the RS – Regional Shopping Center District. The applicant proposes to demolish the existing building (former Bertucci's) and construct a new single-story 4,011 square foot fast food restaurant with drive-through, outdoor dining and related improvements. The applicant was granted relief in July 2023 for the proposed drive-through and canopy. The applicant currently seeks relief for proposed signage from the following provisions of the Code of Montgomery Township:

230-128C - Variance (Wall Signage):

- a. (4) 30.75 sq ft wall signs (123 sq ft total) – “Raising Cane's”
- b. (1) 2.62 sq ft wall sign - “Open”
- c. (1) 5.27 sq ft wall sign – “Chicken Fingers”
- d. (1) 139.5 sq ft wall sign – painted “Raising Cane's” mural
- e. (1) 32 sq ft wall sign – Red Dog logo
- f. (1) 17.57 sq ft wall sign (canopy) – “One Love”

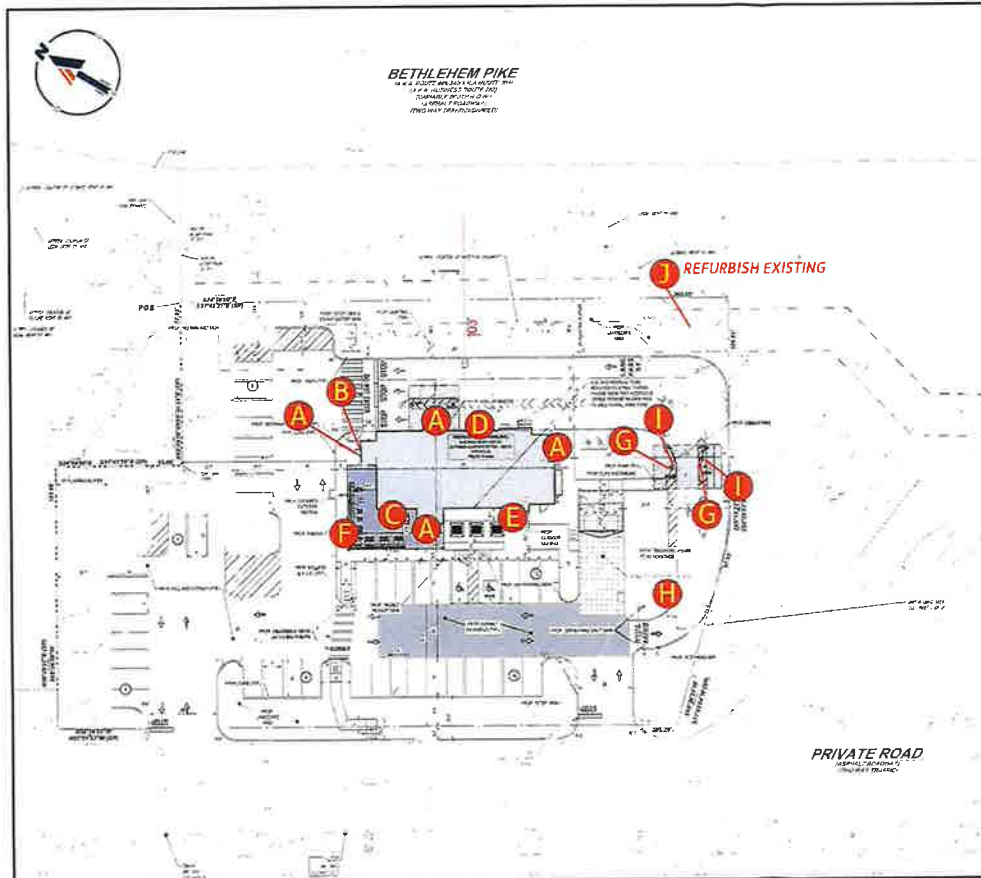
Total proposed wall signage equals 319.96 sq ft. Maximum wall signage allowed at this location is 103 square feet.

230-123A(36) - Special Exception (Drive-through Signage):

- a. (2) 28.63 sq ft Menu Boards
- b. (1) 8.31 sq ft Pre-sell Board

****Copies of the Application(s) and accompanying documents are on file in the Township's Planning and Zoning Department and may be seen upon request****

SITEMAP



	QTY.	CODE	DESCRIPTION
A	4	WS-8FT	4x8 Wall Sign
B	1	ONS	Open Sign
C	1	CFNS	Chicken Fingers Neon Sign
D	1	PMRL	Painted Mural
E	1	RD-1	Red Dog
F	1	CAN	One Love Canopy Letters
G	2	DTMB	DT Menuboard
H	1	DTPS	Pre-Sell Board
I	2	DTSP	Speaker Post
J	1	MON	Monument

Within Montgomery mall development

Freestanding sign allowance dependent on sign height @ 5'
 OAH= 34 SF/ 6' OAH= 36 SF/ 10' OAH= 44 SF

Wall signs allowed at 25% of the building wall

Mural will count towards SF if contains a commercial message, artwork not regulated per code

Window signs will count in sign SF

Cove Lighting regulated per code

Drive thru Not regulated per code

	YES	NO
RED DOG	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MURAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FLAGS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
OLH	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Location: North Wales, PA

Date: 12/01/2022

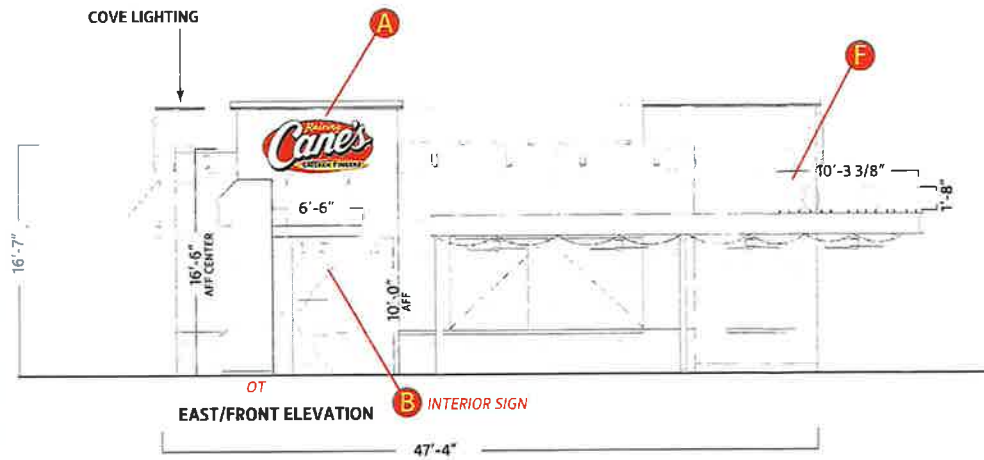
Site ID: RC1031

AGI PM: Lester Stone

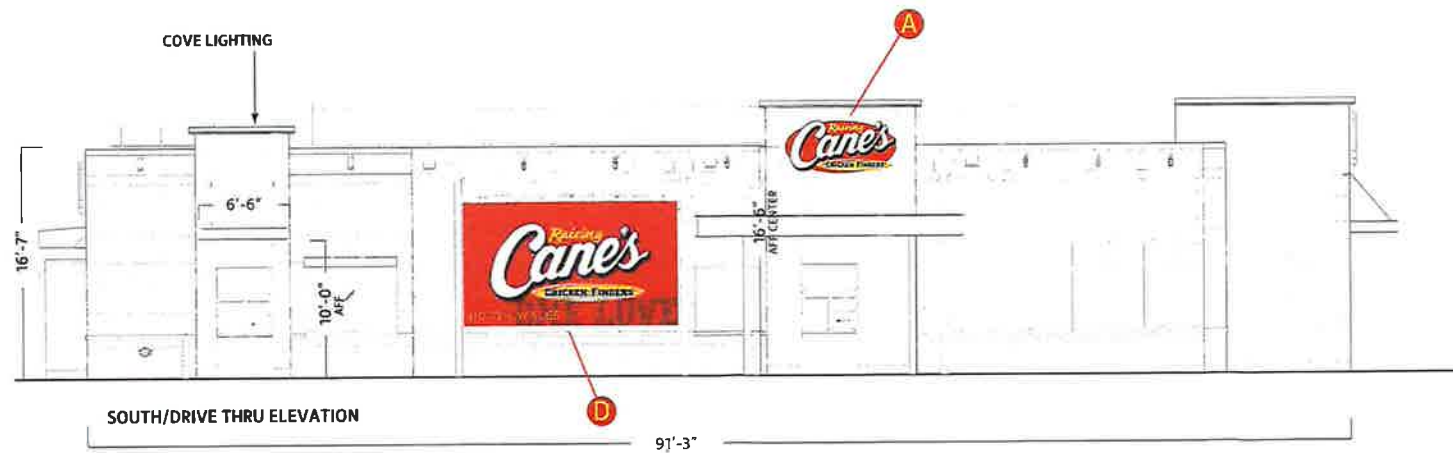
PAGE 2



ELEVATIONS



	QTY.	CODE	DESCRIPTION
A	4	WS-8FT	4x8 Wall Sign
B	1	ONS	Open Sign
C	1	CFNS	Chicken Fingers Neon Sign
D	1	PMRL	Painted Mural
E	1	RD-1	Red Dog
F	1	CAN	One Love Canopy Letters
G	2	DTMB	DT Menuboard
H	1	DTPS	Pre Sell Board
I	2	DTSP	Speaker Post
J	1	MON	Monument



Scale: $3/32''=1'$



Location: North Wales, PA

Date: 12/01/2022

Site ID: RC1031

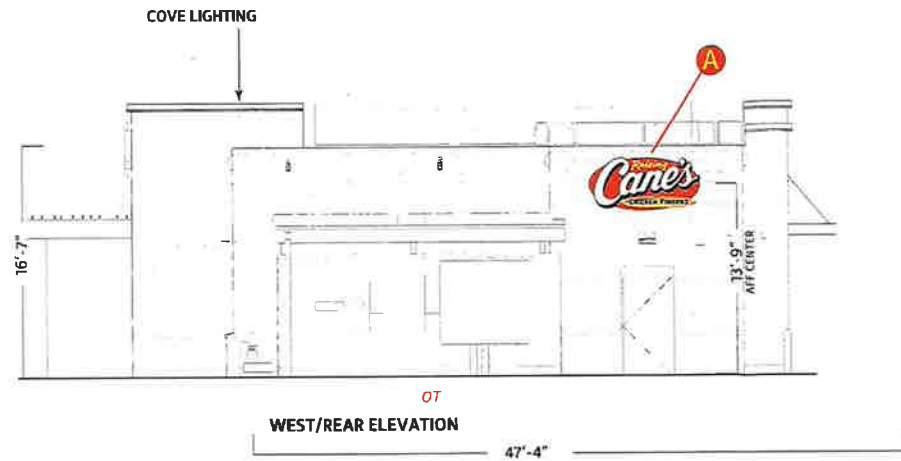
AGI PM: Lester Stone

the center of the University of Texas at Austin, the nation's largest public university, is a well-known example of the urban campus. The campus is located in the heart of the city, and the university is a major employer and contributor to the local economy. The campus is a mix of historic and modern buildings, and it is a vibrant community with a wide range of academic and extracurricular activities.

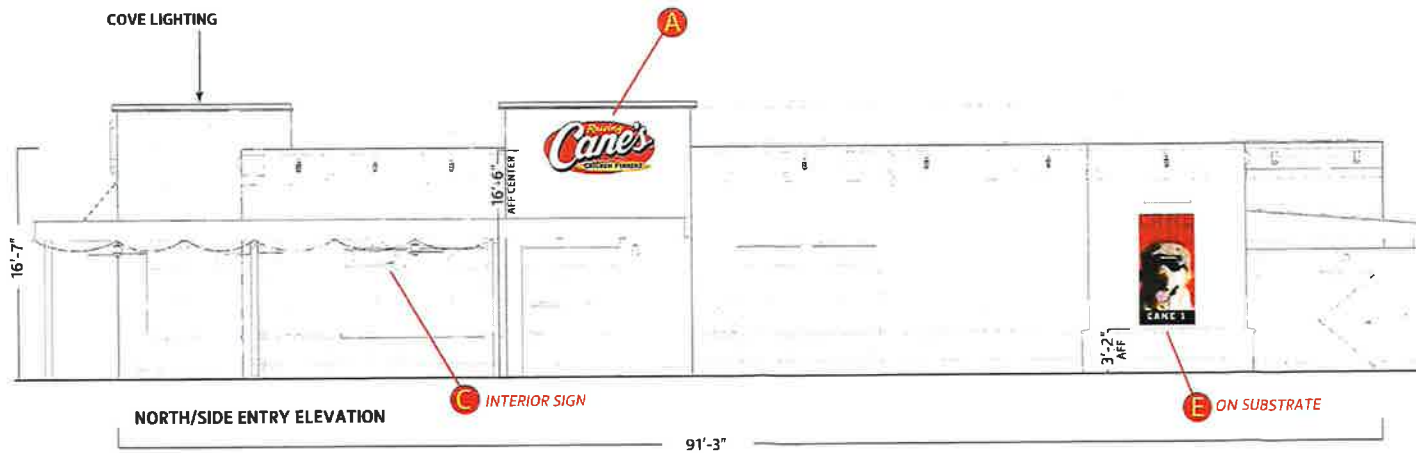
PAGE 7



ELEVATIONS



QTY.	CODE	DESCRIPTION
A	4	WS-8FT 4x8 Wall Sign
B	1	ONS Open Sign
C	1	CFNS Chicken Fingers Neon Sign
D	1	PMRL Painted Mural
E	1	RD-1 Red Dog
F	1	CAN One Love Canopy Letters
G	2	DTMB DT Menuboard
H	1	DTPS Pre Sell Board
I	2	DTSP Speaker Post
J	1	MON Monument



Scale: 3/32"=1'



Location: North Wales, PA

Date: 12/01/2022

Site ID: RC1031

AGI PM: Lester Stone

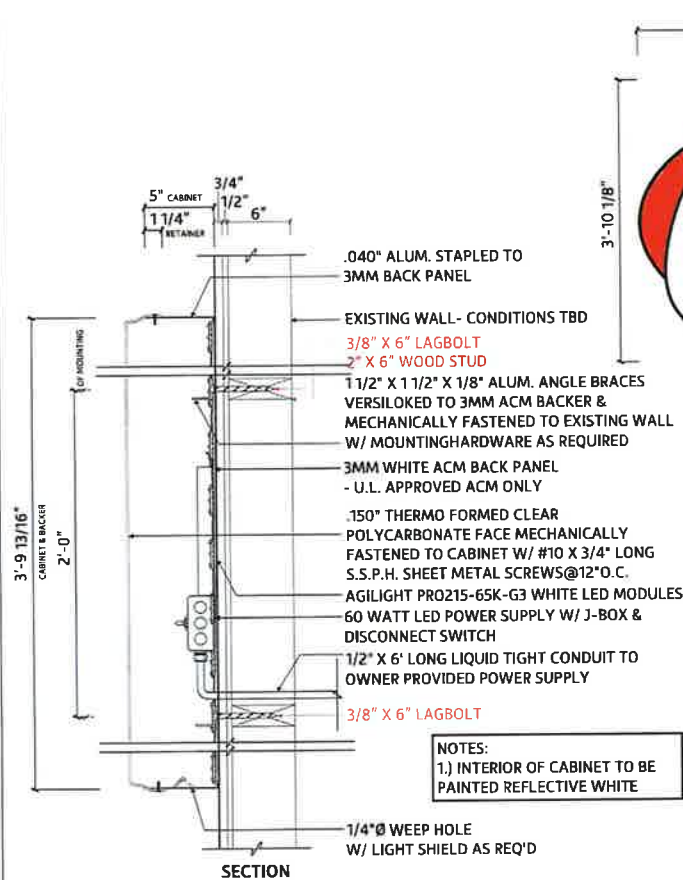
The information contained herein is for informational purposes only and is not intended to be used as a basis for any legal action. The information is provided as a service to the client and is not intended to be used as a basis for any legal action. The information is provided as a service to the client and is not intended to be used as a basis for any legal action.

PAGE 8



A

CUTSHEET WS-8FT



NOTES:
1.) INTERIOR OF CABINET TO BE PAINTED REFLECTIVE WHITE



FRONT ELEVATION

30.75

Square Footage

COPY & DROP SHADOW ARE AS FOLLOWS: 'RAISING' IS FIRST SURFACE APPLIED TRANSLUCENT VINYL 3M #3630-015 'YELLOW', DROP SHADOW IS FIRST SURFACE APPLIED TRANSLUCENT VINYL 3M #3630-53 'CARDINAL RED'

BORDER IS PAINTED 'BLACK'

BACKGROUND IS SURFACE APPLIED TRANSLUCENT VINYL 3M #3630-73 'RED'

.150" THERMO FORMED CLEAR POLYCARBONATE FACE REGISTER MARK IS PAINTED 'BLACK'

DOUBLE EMBOSSED LETTERS ARE PAINTED SECOND SURFACE 'WHITE' EMBOSS AROUND LETTERS IS PAINTED SECOND SURFACE 'BLACK'

EMBOSSED SURFBOARD IS AS FOLLOWS:
-SIDES ARE PAINTED TO MATCH PANTONE #109C 'YELLOW'
-GRAPHICS ARE SECOND SURFACE APPLIED DIGITAL PRINT

ELECTRICAL DATA

VOLTAGE 120
AMPERAGE 1.8

COLOR CHART

3M #3630-15 'YELLOW'
3M #3630-73 'RED'
3M #3630-53 'CARDINAL RED'



Location: North Wales, PA

Date: 12/01/2022

Site ID: RC1031

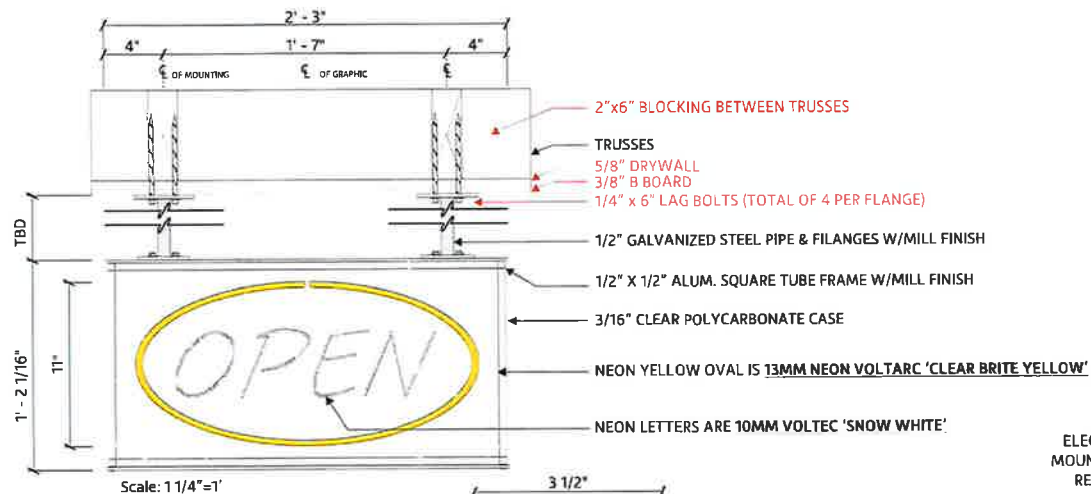
AGI PM: Lester Stone

This document is the property of AGI and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of AGI. The information contained herein is for informational purposes only and is not to be used for any other purpose. AGI is not responsible for any errors or omissions in this document. AGI is not responsible for any damages, including consequential damages, arising from the use of this document. AGI is not responsible for any claims, damages, or losses, including consequential damages, arising from the use of this document. AGI is not responsible for any claims, damages, or losses, including consequential damages, arising from the use of this document.

PAGE 10

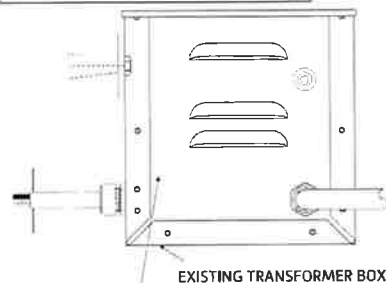


B

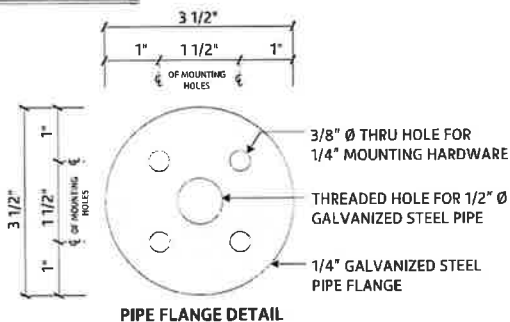


Scale: 1 1/4"=1'

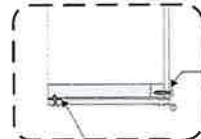
NOTES:
1.) TRANSFORMER IS MOUNTED REMOTELY
2.) CONNECT 14 GA GROUND WIRE TO EACH MOUNTING FLANGE & TO GROUND LUG PROVIDED BY TRANSFORMER.
-CONNECT TRANSFORMER GROUND TO SERVICE GROUND AT PANEL BOX



LIGHTING COMPONENTS
LC-2-12-3-C (2,000-12,000V 30 MA)
MOUNTED IN REMOVE TRANSFORMER BOX



BLOW UP DETAIL



(3) STRIPS OF 1/2" WIDE BLACK VELCRO TO CLOSE POLYCARBONATE DOOR @ TUBE FRAME
-DOOR IS SECURED W/ (2) #6 S.S.P.H. SHEET METAL SCREWS

ELECTRICAL TO PASS THRU MOUNTING TUBE TO ACCESS REMOTE POWER IN ATTIC

TECNOLUX SILIFLEX GTO 15
NEON YELLOW SWOOPS ARE 13MM NEON VOLTARC 'CLEAR BRITE YELLOW'

GTO WIRE

NEON LETTERS ARE 10MM VOLTEC 'SNOW WHITE'

GRAB IT TUBE SUPPORTS ARE POP RIVETED TO BACK OF POLYCARBONATE CASE

1/2" WIDE VELCRO
DOOR IS SECURED W/ (2) #5 S.S.P.H. SHEET METAL SCREWS



SECTION VIEW

ELECTRICAL DATA

VOLTAGE	120
AMPERAGE	2.1



Location: North Wales, PA

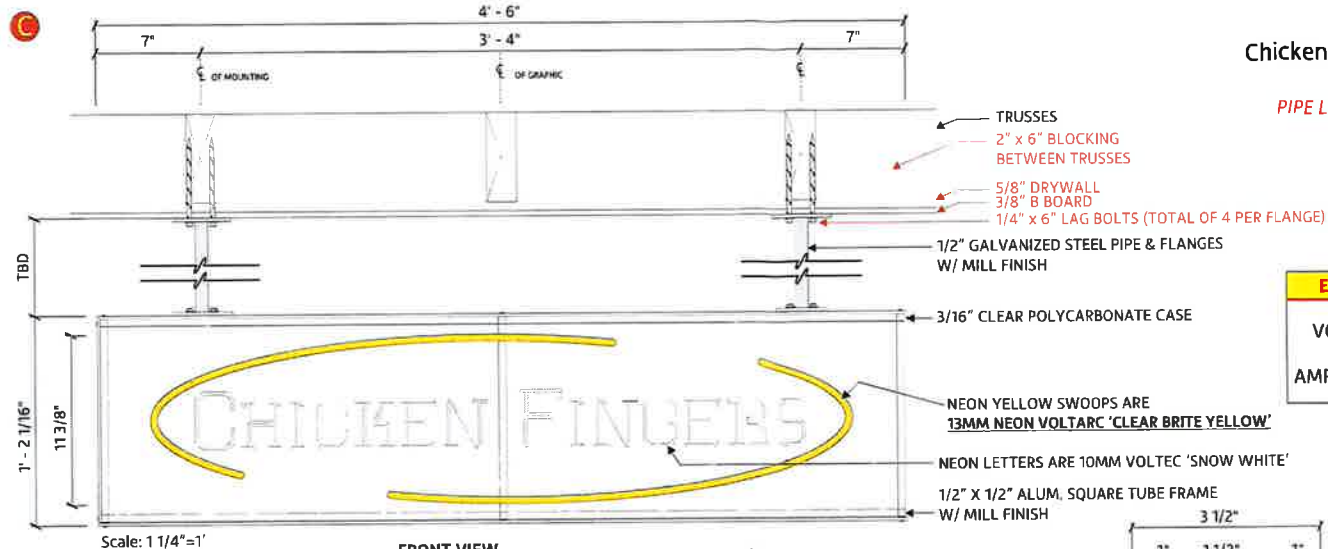
Date: 12/01/2022

Site ID: RC1031

AGI PM: Lester Stone



PAGE 11



CUTSHEET

Chicken Fingers Neon Sign

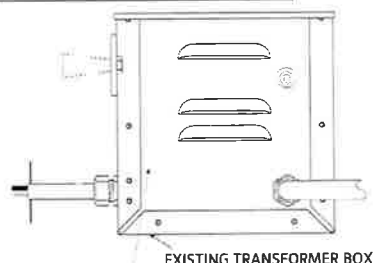
INTERIOR SIGN

PIPE LENGTH TO BE VERIFIED

ELECTRICAL DATA

VOLTAGE	120
AMPERAGE	2.1

NOTES:
1.) TRANSFORMER IS MOUNTED REMOTELY IN ATTIC. TRANSFORMERS ARE TO BE ELECTRONIC.



LIGHTING COMPONENTS
LC-2-12-3-C (2,000-12,000V 30 MA)
MOUNTED IN REMOVE TRANSFORMER BOX

FRONT VIEW

ELECTRICAL TO PASS THRU MOUNTING TUBE TO ACCESS REMOTE POWER IN ATTIC

TECNOLUX SILIFLEX GTO 15
NEON YELLOW SWOOPS ARE 13MM NEON VOLTARC 'CLEAR BRITE YELLOW'

GTO WIRE

NEON LETTERS ARE 10MM VOLTEC 'SNOW WHITE'

GRAB IT TUBE SUPPORTS ARE POP RIVETED TO BACK OF POLYCARBONATE CASE

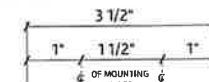
1/2" WIDE VELCRO
DOOR IS SECURED W/ (2) #5 S.S.P.H. SHEET METAL SCREWS



BLOW UP DETAIL



(3) STRIPS OF 1/2" WIDE BLACK VELCRO TO CLOSE POLYCARBONATE DOOR @ TUBE FRAME
-DOOR IS SECURED W/ (2) #6 S.S.P.H. SHEET METAL SCREWS



PIPE FLANGE DETAIL

3/8" Ø THRU HOLE FOR 1/4" MOUNTING HARDWARE
THREADED HOLE FOR 1/2" Ø GALVANIZED STEEL PIPE
1/4" GALVANIZED STEEL PIPE FLANGE



Location: North Wales, PA

Date: 12/01/2022

Site ID: RC1031

AGI PM: Lester Stone

PAGE 12



D

CUTSHEET
PMRL (0915)



139.50

Square Footage

FOR ARTIST RENDERING USE ONLY
MURAL PROVIDED BY OTHER VENDOR



Location: North Wales, PA

Date: 12/01/2022

Site ID: RC1031

AGI PM: Lester Stone

AGI is a leading provider of digital signage solutions for businesses and organizations. Our solutions are designed to help businesses and organizations improve their marketing and communication efforts. We offer a wide range of products and services, including digital signage, video walls, and interactive displays. Our solutions are designed to be easy to use and integrate with existing systems. We also offer a variety of support and training options to help our customers get the most out of their AGI solutions.

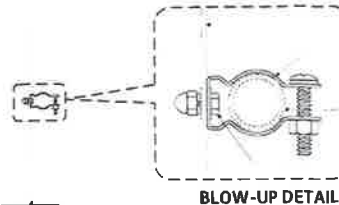
PAGE 13



E

CUTSHEET

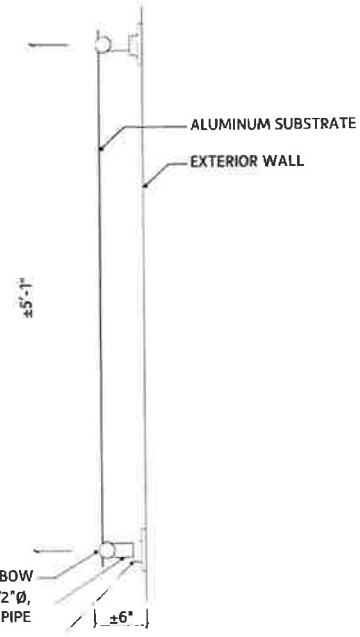
Red Dog on Substrate



.090" ALUM. PANEL W/ DIGITAL PRINT
 THREADED-ROD MOUNT CLAMPING
 HANGER (McM CARR: 3006T52)
 AT 24" O.C.
 EXISTING 1"Ø S. S. TUBE
 #12 X 1/2" LONG S.S. CAP SCREW
 W/ LOCK WASHER, FLAT WASHER
 & ACORN NUT

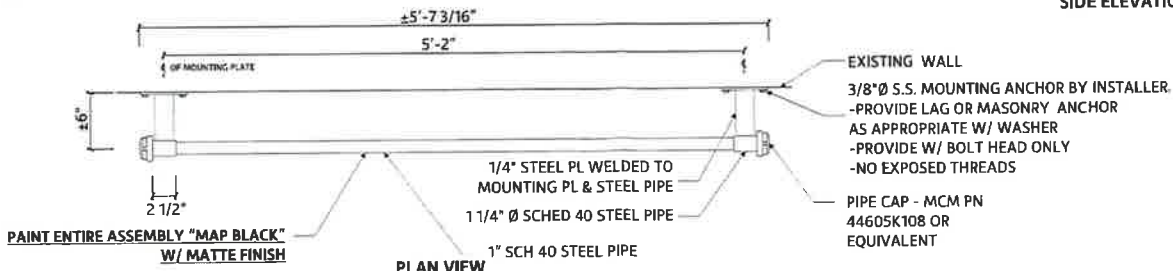
32.00
 Square Footage

SIDE VIEW



GALVANIZED 90° ELBOW
 GALVANIZED, 1 1/2"Ø,
 SCHED 40, STEEL PIPE
 GALVANIZED, 5" OD THREADED FLANGE

THIS IS A DIGITAL PRINT ON ALUMINUM SUBSTRATE AND RIGID.



EXISTING WALL
 3/8"Ø S.S. MOUNTING ANCHOR BY INSTALLER.
 -PROVIDE LAG OR MASONRY ANCHOR
 AS APPROPRIATE W/ WASHER
 -PROVIDE W/ BOLT HEAD ONLY
 -NO EXPOSED THREADS
 PIPE CAP - MCM PN
 44605K108 OR
 EQUIVALENT

PAINT ENTIRE ASSEMBLY "MAP BLACK"
 W/ MATTE FINISH

PLAN VIEW



Location: North Wales, PA
 Site ID: RC1031

Date: 12/01/2022
 AGI PM: Lester Stone

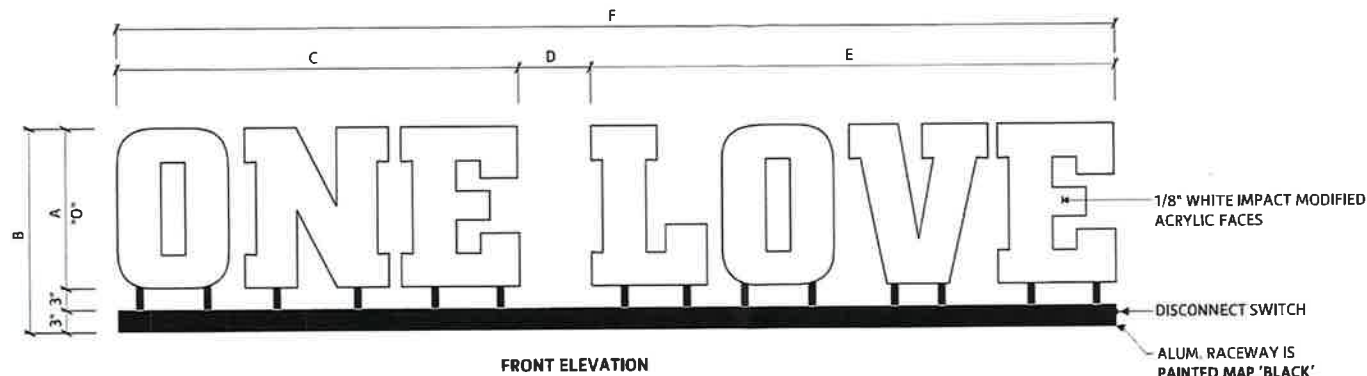
AGI is a registered trademark of AGI. All rights reserved. AGI is not responsible for any damage or loss of data or equipment caused by the use of AGI. AGI is not responsible for any damage or loss of data or equipment caused by the use of AGI. AGI is not responsible for any damage or loss of data or equipment caused by the use of AGI.



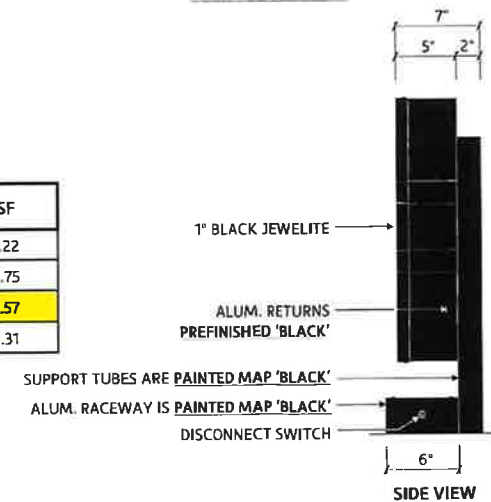
F

CUTSHEET

One Love 20" Canopy Letters



SIGN SIZE	A	B	C	D	E	F	SF
OL-16	16"	±1'-10 9/16"	±3'-3 13/16"	±7 1/8"	±4'-4"	±8'-3"	11.22
OL-18	18"	2'-0"	±3'-8 13/16"	±8"	±4'-10 1/2"	±9'-3 3/8"	14.75
OL-20	20"	2'-2"	±4'-1 13/16"	±8 15/16"	±5'-5"	±10'-3 3/8"	17.57
OL-22	22"	2'-4"	±4'-6 3/4"	±9 13/16"	±5'-11 1/2"	±11'-4 1/8"	21.31



Location: North Wales, PA

Date: 12/01/2022

Site ID: RC1031

AGI PM: Lester Stone

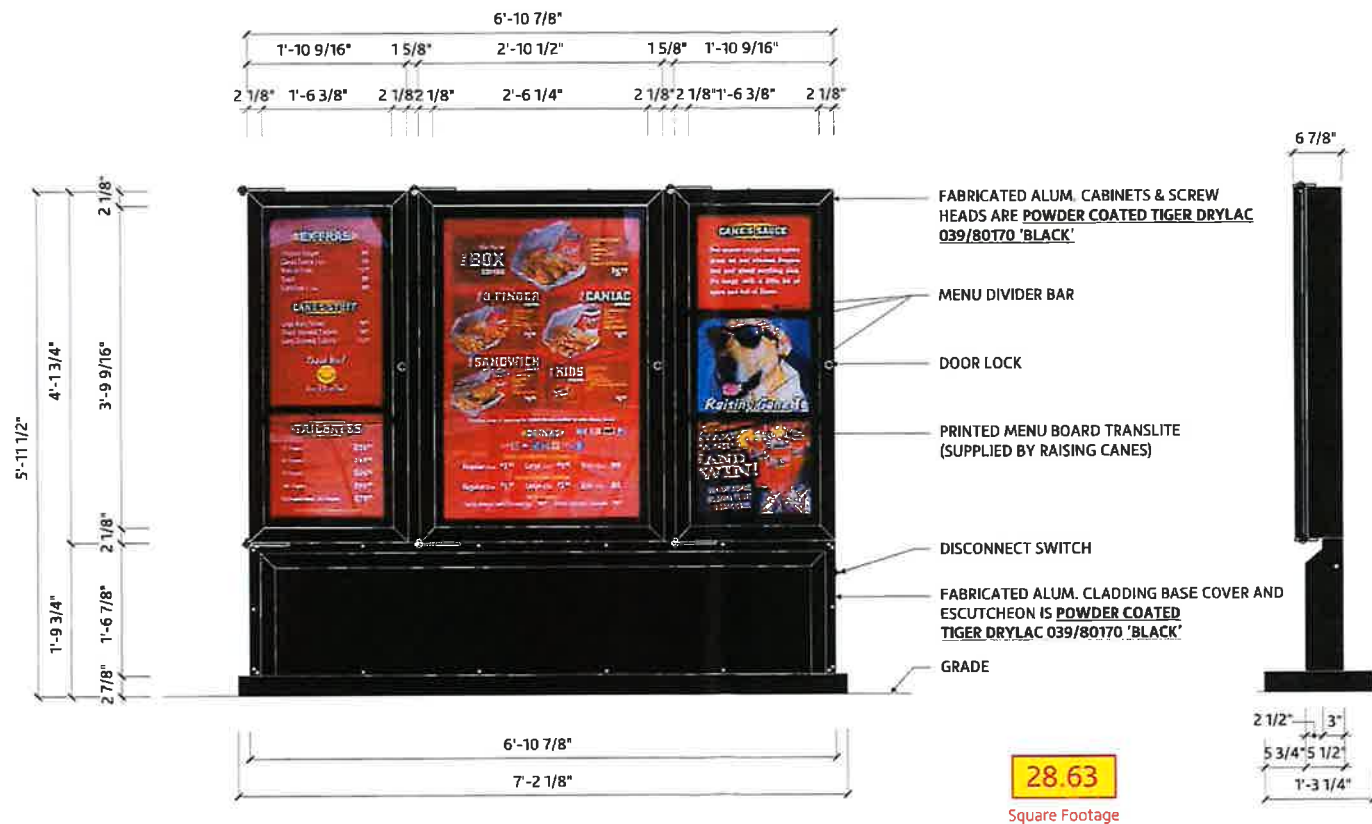
PAGE 15





CUTSHEET

Drive Thru Menu Board



Location: North Wales, PA

Date: 12/01/2022

Site ID: RC1031

AGI PM: Lester Stone

This is a preliminary drawing. It is not to be used for construction. It is for informational purposes only. The final drawing will be provided after the site visit. The final drawing will be provided after the site visit. The final drawing will be provided after the site visit.

PAGE 18





CUTSHEET

Pre Sell Board



8.31

Square Footage



Location: North Wales, PA

Date: 12/01/2022

Site ID: RC1031

AGI PM: Lester Stone

THIS DOCUMENT IS THE PROPERTY OF AGI. IT IS TO BE USED FOR THE PROJECT ONLY AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. AGI ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES. AGI DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. AGI SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM OR OUT OF THE USE OF THIS DOCUMENT. THIS DOCUMENT IS PROVIDED AS-IS AND WITHOUT WARRANTY.

PAGE 19



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

Item # 13

SUBJECT:	Consider Applications for 2023 Tree City USA Recertification and Growth Award
MEETING DATE:	January 22, 2024
BOARD LIAISON:	Candyce Fluehr Chimera, Chair
INITIATED BY:	Marianne McConnell, Director of Planning & Zoning

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 is the Application Signature Page and the 2023 Annual Work Plan. Montgomery Township has received the Tree City recognition for the last twenty six years and has received the Growth Award for twenty two of those years.

RECOMMENDATION:

Approve application for submittal as done in previous years.

MOTION/RESOLUTION:

Motion to approve the applications for Montgomery Township to receive the 2023 Tree City USA Recertification and 2023 Growth Award.

- 1) Motion by:_____ Second by:_____
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will ask for a vote.

MONTGOMERY TOWNSHIP

2023 ANNUAL WORK PLAN

Arbor Day 2023– This year, the Annual Roy Rodriguez Arbor Day Tree Give-Away was held on Saturday, April 29th, 2023 at the Montgomery Township Building Gazebo Park. The day's events included the reading of the Arbor Day Proclamation, the distribution of 250 free native shade and ornamental trees to residents, and the presentation of the 2022 Tree City USA Certification and Growth Award to Montgomery Township. The Township also ordered and gave away 280 reusable Arbor Day Seasonal Tote Bags to residents along with their new tree. Township staff, Landscape Architect, and several volunteers were on hand to provide tree selection, care, and maintenance advice to our residents. The trees and tote bags cost \$4,075.00.

Basin Naturalization Program – Reassessments were completed on 13 basins that were previously assessed in 2016 and 2017. Overall, most basins have progressed nicely. Biggest concern was blocked access to structures and suggested adding riprap to some of these basins. This project was completed at a cost of \$3789.75.

2023 Planting Projects: Thirty-six trees and shrubs were installed at Memorial Grove at the cost of \$8,900.00.

2023 Community Forestry Workshop - Montgomery Township and Bartlett Tree Experts hosted our annual Workshop on November 3rd of this year. The full day event was held at the Community Center with 54 attendees, 6 volunteer speakers, and staff. The agenda included topics such as, Tree Disease & Insect updates, PA Pesticide regulatory updates, Roadside / Right of Way Management, Mature Tree Risk Mediation / Care, Stormwater Management with Rain Gardens, Smart Phone Technology for tree identification and care, and a Pruning Demonstration. PA Pesticide and ISA credits were approved and made available for all attendees.

Montgomery Township - Additional Projects / Achievements

Montgomery Township adopted Ordinance 23-337, Single-Use Plastic Reduction, in an effort to reduce our environmental footprint and strive for a more sustainable community. The ordinance is aimed at reducing the use of single-use plastic carry-out bags, plastic straws, and polystyrene containers, such as Styrofoam.

Montgomery Township conducted its annual Christmas Tree Recycling with a drop-off location available to residents in one of our local parks.

Montgomery Township began construction of the new dog park located at Knapp Road & Rte 202. The existing dog park will be closed and remain a natural area with large trees and open space. The dog park will feature an area for large dogs, rotation area, area for small dogs, and an entry area. Landscaping will be installed in 2024.

Montgomery Township's Environmental Advisory Committee continued their "Tuesday Tips" Campaign on Township Social Media to provide guidance and resource information to residents throughout the year addressing topics relative to each season including recycling tips, composting, stormwater management, and tree planting & care.

Montgomery Township received recertification for Tree City USA for the 26th year and received the Growth Award for the 22nd year for our commitment and dedication to providing a sound community forestry program.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #14

SUBJECT: Review of Quiet Hours in Township
MEETING DATE: January 22, 2024
BOARD LIAISON:
INITIATED BY: Carolyn McCreary, Township Manager
J. Scott Bendig, Chief of Police

BACKGROUND:

During the conditional use hearing for the Village Shopping Center at the December 11 public meeting, a resident spoke to the Board about concerns with noise levels should the project move forward. Since this property is adjacent to a residential development (The Orchards), the Board asked staff to review the ordinance and report back at a future meeting.

Chief Bendig and I have reviewed the ordinance and in consultation with the Township Solicitor recommend the Board consider modifying the "quiet hours" while leaving the other portions of the ordinance in place as currently written.

We will be seeking Board consensus as to what the hours should be at the meeting.

RECOMMENDATION:

Staff is recommending the Board authorize the Township Solicitor to amend the ordinance and with it being properly advertised so it can be considered for adoption at a future meeting.

MOTION/RESOLUTION:

Motion to amend Chapter 86 of the Montgomery Township Code of Ordinances

- 1) Motion by: _____ Second by: _____
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.

Chapter 86. Disturbing the Peace

[HISTORY: Adopted by the Board of Supervisors of the Township of Montgomery 7-14-2003 by Ord. No. 03-168. Amendments noted where applicable.]

GENERAL REFERENCES

Curfew — See Ch. 83.

Dogs and other animals — See Ch. 88.

Firearms and hunting — See Ch. 107.

Noise — See Ch. 151.

Obscenity — See Ch. 159.

Peddling and soliciting — See Ch. 170.

Temporary retail businesses — See Ch. 215.

§ 86-1. Disturbing the peace prohibited.

- A. "Disturbing the peace" within the meaning of this chapter shall constitute the making, causing or permitting to be made or caused to be made anywhere within the Township of Montgomery of any loud, boisterous or unseemly noise or unnecessary noises, clamor, din or other sounds tending to disturb the peace and quiet of the community, and the carrying on of any business, trade, transportation, recreation or amusement at any time, in any place or in any manner which causes any unnecessary noise or disturbances, and all such noises and disturbances are hereby prohibited.
- B. All noises or other sounds shall be considered to be unnecessary and to constitute disturbing the peace even though they are not louder than customary and are unavoidable sounds or noises attendant upon the operation or performance of business, trade, transportation, recreation or amusement, if they are made between the hours of 11:00 p.m. and 6:00 a.m. prevailing local time, in such a manner as to be plainly audible at a distance of 50 yards from the building, structure, vehicle or area from which the sound or sounds are emanating.
- C. Except in cases of emergency, no person shall carry on an activity at any time or in any manner which causes unnecessary annoyance or disturbs the peace and quiet of the immediate neighborhood.

§ 86-2. Electronic equipment violations; exception.

- A. The following are electronic equipment violations: the operation of any radios, televisions, stereo equipment, amplification equipment, public address systems, electronic microphone or electronic amplification system, or other electronic or mechanical equipment, or the singing, shouting or playing of musical instruments, between the hours of 11:00 p.m. and 6:00 a.m. prevailing local time, in such a manner as to be plainly audible at a distance of 50 yards from the building, structure, vehicle or area from which the sound or sounds are emanating.
- B. The provisions of this chapter shall not apply to equipment being utilized for agricultural purposes.

§ 86-3. Violations and penalties.

Any person who shall violate any provisions of this chapter shall be liable to a fine not to exceed \$500, such fine or penalty to be collected as fines or penalties are now collectible by law.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #15

SUBJECT:	New Business – Department Reports
MEETING DATE:	January 22, 2024
BOARD LIAISON:	
INITIATED BY:	Candyce Fluehr Chimera, Chairwoman

BACKGROUND:

The Township staff has prepared reports for the month of December. If there are any questions, the Department Directors will be available to answer them at the public meeting.

Additionally, this is an opportunity for staff to bring items or issues to the Board of Supervisors of interest or for which they need input or direction.

This month, Chief Bill Wiegman will provide an update on the Township's COOP, Continuation of Operations Plan.

ADMINISTRATION REPORT

December 2023

Administrative Matters (Township Manager)

- Met with Department Heads individually to discuss operations, and outstanding issues.
- Met with Public Information Coordinator to discuss 2024 initiatives and outstanding matters.
- Participated in Emergency Management tabletop exercise with emergency responders facilitated by the County.
- Attended North Penn School District Community Leaders breakfast to learn about upcoming voter referendum.
- Met with Police Officers to discuss the new proposed collective bargaining agreement.
- Met with Erik Garton, Gilmore & Associates to follow up on ongoing issues with projects.
- Met with Police Chief and Fire Chief to discuss public safety matters.
- Met with Administrative staff to plan employee recognition/holiday luncheon.
- Met with Finance Director to review 2024 budget.
- Attended DVHT Executive Committee meeting.
- Attended Chamber of Commerce Annual Awards dinner and celebration.
- Attended Historical Society's event for Township elected officials and staff.
- Participated in virtual meetings of the Wissahickon Stormwater Management and Technical Subcommittees, serving as Co-Chair.
- Attended VMSC agenda review and board meetings.
- Participated in virtual APM Conference Planning Committee and Professional Development meetings.
- Held agenda preparation meetings with Department Heads.
- Webinars: How Local Government Leaders Can Overcome Polarization

Public Information

- Ongoing communication with Township residents, businesses, and staff utilizing the various communication channels.
- Promotion of Recreation & Community events and programs.
- Continued implementation process for Granicus Govdelivery, our upcoming electronic newsletter platform.
- Discussed upcoming Public Information Goals with Township Manager
- Discussed internal communication tools and their applications with IT and GIS
- Participated in COOP Tabletop Exercise at Battalion 1
- Organized end-of-year internal staff recognition and celebration events

Human Resources

- Met with new Special Events & Facilities Coordinator to check in and see how things are going.
- Participated in the Safety Committee meeting.

- Completed filing and outstanding paperwork.
- Reported two (2) incident only reports to SWIF for Volunteer Firefighters.
- Began new hiring process for CRC Cheer Coach position.
- Held meeting with Career Fire Fighters regarding change in pay period effect January 15, 2024.
- Held meeting with Public Works personnel regarding change in pay period effect January 15, 2024.
- Completed onboarding for new Police Officer.
- Completed an employee PIP progress review.
- Out of office from December 25, 2023 through January 3, 2024.

Community and Recreation Center Report

December 2023

December 2023 provided a busy Holiday season at the Montgomery Township Community Recreation Center (CRC). Special Event programming, festive decorations, and a crowded parking lot was the norm all month long. Activity involvement and membership purchases were tremendous throughout December.

Below is an overview of several of the notable program activities and facility usages that occurred during the month of December 2023:

The programming highlight of December was the annual visit from our good friend who resides at the North Pole on Saturday, December 16th. Breakfast and photos with Santa filled our gymnasiums with over 200 cheerful people. The Montgomery Township Senior Committee acted as servers for the event. Their assistance was an integral part in making the event a tremendous success.

- Montgomery Youth Basketball began recreation league games on Saturday December 2nd. Contests continue through the middle of March 2024. Games are now played throughout the day on Saturday and Sunday. It is refreshing to hear a basketball bouncing in the gym.
- Red Cross CPR took place on December 12th. Four individuals participated.
- We hosted a Red Cross Blood Drive on Wednesday, December 20th.
- Sports Skills and drills clinics in basketball and floor hockey were conducted on Wednesdays throughout the month.
- Two Paint parties were held:
 - 1) Christmas Dawn – 16 attended.
 - 2) Hot Chocolate Bear – a full house of twenty were present.
- The North Wales Library presented two Holiday themed story times in December. The sessions took place on December 6th and 20th.

- Home School Activity classes have become increasingly popular for children. We are looking forward to continuing the endeavor during 2024.

2023 was an extremely successful year for the Montgomery Township Community Center. All of us at the Community Center wish our loyal patrons a Happy New Year!!!

We all sincerely hope that 2024 will be filled with good health, positivity, and prosperity throughout the entire Montgomery Township community.

Floyd S. Shaffer, Community Recreation Center Director



Montgomery Township Inter-Office Memo

To: Carolyn McCreary, Township Manager
From: Brian Shapiro, Director of Finance
Date: 01/22/2024
Subject: December Finance Committee Report

Attached is a revenue and expenditure report as of 12/31/23 for the Montgomery Township 2023 budget. The 2023 numbers are not finalized as accruals and audit adjustments still need to be recorded.

2023 Budget Summary – as of 12/31/23:

The General Fund's total revenues are \$16,135,876, or 112.96% of the total budget. Primary revenue sources (Act 511 Taxes) comprise 11,356,969 (70.38%) of the total revenues.

Total Earned Income Taxes collected are \$6,695,607 (111.04%) of the budgeted \$6,030,000.

Total General Fund expenditures are \$17,027,802, or 118.30% of the total budget. This includes an unbudgeted \$3.3 million transfer to the Capital Fund, which was authorized at the December Board meeting. Excluding this transfer, total General Fund Expenditures are \$13,727,802, or 95.37% of the total budget.

Real Estate Tax Collections

Total Real Estate Tax Collections is \$4,697,174 or 98.78% of the total \$4,755,000 budget.

Department Expenditures

Department 01-430 (Public Works) is at 103.34% of its \$1.7 million budget. This is due to the allocation of wages. Public works wages are budgeted in other departments and funds. During the year, expenses are recorded where the work is performed. A total of \$1.3 million was budgeted for Public Work wages in the 2023 budget, of which \$990,000 is in the 01-430 department. Total year-to-date wage expense is \$1,105,291 or 111.65% of the total budget. Though this department is tracking higher than in previous years, the overall budget is tracking as normal.

All other Departments are tracking as expected. The majority of expenses for the remainder of the year consist of payroll and benefit costs.

Capital Investment Plan

Attached is a listing of approved capital investments for 2023.

BOS			Approved	CIP	Purchase
Approval	Description	Quantity	Cost	Amount	Method
01/24/22	2022 Police Interceptor Utility AWD base (K8A)	3	149,180.05	180,000.00	COSTARS
02/14/22	Mounting and Installation of Equipment on 18	1	21,495.10	35,000.00	3 Quotes
02/14/22	Toro Z Master 7500D Series Mower	1	23,576.35	29,000.00	COSTARS
02/14/22	Case 590SN T4 Backhoe	1	152,243.00	150,000.00	COSTARS
02/14/22	Vibratory Roller	1	65,643.00	65,000.00	COSTARS
02/28/22	2021 Police Interceptor Utility AWD - Fire	1	54,269.87	90,000.00	COSTARS
02/28/22	Fire Gym Equipment	1	9,341.29	10,000.00	3 Quotes
03/14/22	2022 Road Program	1	877,559.80	993,979.00	Bid
03/14/22	2022 Peterbilt Dump	1	257,461.00	231,000.00	COSTARS
03/14/22	Graco GrindLazer	1	7,176.00	7,400.00	
03/14/22	Route 463 & Kenas Road Traffic Signal Intersection	1	64,097.00	90,000.00	Exempt
03/14/22	Route 463 & Hartman Road Traffic Signal Intersection	1	51,843.00	75,000.00	Exempt
03/14/22	Route 63 & Bell Run Blvd. Traffic Signal Intersection	1	64,797.00	62,000.00	Exempt
03/28/22	Sassafras Stormwater Pipe Replacement Project	1	387,730.00	340,000.00	Bid
03/28/22	2022 Curb and Curb Ramp Project	1	115,664.00	65,046.00	Bid
03/28/22	2 Canines and Training	2	29,230.04	30,000.00	Exempt
03/28/22	Emergency Radio Communications & Equipment	1	58,472.28	-	Bid
04/11/22	Wi-Fi Upgrades	1	13,490.00	20,000.00	3 Quotes
05/09/22	Website Redesign	1	10,000.00	-	
05/23/22	Vehicle Mounted License Plate Reader	2	36,604.00	30,000.00	COSTARS
06/13/22	Whistlestop Court Projects	1	253,499.25	250,000.00	Bid
06/13/22	416 Stump Road - Concrete Drainage Correction	1	30,175.00	-	COSTARS
06/13/22	Municipal Software	1	248,459.00	300,000.00	RFP
07/11/22	Route 463 & Hartman Road Traffic Signal Intersection - CO	1	19,552.00	-	CO
08/22/22	2022 Road Program - Change Order	1	18,983.20	-	Bid
08/22/22	309 and Montgomery Mall Access Drive N/S	1	1,264,205.80	815,000.00	Bid
09/12/22	HVAC System for the IT Server Room	1	7,995.00	-	Exempt
09/12/22	Bocce Court - Community Recreation Center	2	102,492.00	182,000.00	Bid
09/12/22	Bocce Court - Friendship Park	2	109,388.00	183,000.00	Bid
10/10/22	Squad 18 Fire Truck	1	1,022,385.00	1,200,000.00	COSTARS
10/10/22	Engine 18 Fire Truck	1	949,718.00	1,200,000.00	COSTARS
Total 2022 Capital Investments:			\$ 6,476,725.03	\$ 6,633,425.00	

BOS			Approved	CIP	Purchase
Approval	Description	Quantity	Cost	Amount	Method
01/23/23	2023 Police Interceptor Utility AWD base (K8A)	2	\$ 79,782.00	\$ 95,000.00	COSTARS
01/23/23	Equipment & Labor for 2023 Police Interceptor	2	27,545.43	31,000.00	COSTARS
01/23/23	2023 Crew Cab Truck	1	63,450.00	65,000.00	COSTARS
01/23/23	2023 Crew Cab Truck	1	92,242.00	95,000.00	COSTARS
01/23/23	2023 Dump Truck	1	68,800.00	70,000.00	COSTARS
01/23/23	2023 Dump Truck	1	70,670.00	88,000.00	COSTARS
01/23/23	2023 Dump Truck	1	58,950.00	70,000.00	COSTARS
01/23/23	2023 Dump Truck	1	70,670.00	88,000.00	COSTARS
01/23/23	2023 Crew Cab Truck	1	73,450.00	65,000.00	COSTARS
01/23/23	2023 Crew Cab Truck	1	92,242.00	95,000.00	COSTARS
01/23/23	2023 Ford F550 Bucket Truck	1	216,625.00	210,000.00	COSTARS
01/23/23	Planning and Zoning Furniture	1	13,059.00	15,000.00	COSTARS
02/13/23	Battalion 2 Painting	1	8,500.00	27,000.00	3 Quotes
02/13/23	Drones	2	25,855.00	25,000.00	Exempt
02/13/23	SpeedAlert 24 Radar Message Sign Trailer	1	17,365.00	18,000.00	COSTARS
02/13/23	2023 Case TV450 skid loader	1	168,071.00	170,000.00	COSTARS
02/13/23	2023 Toto Z Master 7500 Zero-Turn Mower	1	26,755.74	30,000.00	COSTARS
02/13/23	Zero-Turn Infield Groomer	1	29,943.00	30,000.00	Bid
02/13/23	Proteus Lite Portable System Pipe Camera	1	59,140.00	55,000.00	COSTARS
02/13/23	Ventrac Broom	1	5,924.10	6,000.00	COSTARS
02/27/23	K-9 Kennel Doors	2	6,875.00	6,500.00	Quotes
02/27/23	Treadmills	6	31,323.90	30,000.00	COSTARS
02/27/23	Plasma Cutter	1	3,261.35	5,000.00	N/A
02/27/23	Vibratory Plate	1	2,558.00	3,000.00	N/A
02/27/23	Bollard Lights	1	9,660.00	11,000.00	3 Quotes
03/14/23	Desktop Computers	8	14,256.61	15,000.00	COSTARS
03/14/23	Sidearms and Accessories	1	46,407.39	60,000.00	Bid/COSTARS
03/14/23	Trench Shoring	1	8,450.00	10,000.00	3 Quotes
03/14/23	2023 Curb and Curb Ramp Project	1	84,588.00	99,000.00	Bid
03/14/23	2023 Road Paving	1	1,287,705.34	1,667,637.00	Bid
03/14/23	K-9 Kennel HVAC Unit	1	9,287.00	10,000.00	3 Quotes
03/27/23	Rectangular Flashing Beacons	2	484,017.00	481,000.00	Bid
03/27/23	Trash/Recycling Cans	3	5,658.26	6,000.00	N/A
03/27/23	Police Station Renovations	1	54,075.00	106,000.00	3 Quotes
04/10/23	2024 GMC Sierra 3500HD Pickup Truck	1	68,670.00	84,500.00	COSTARS

Total 2023 Capital Investments (Page Total):

\$ 3,385,832.12 \$ 3,942,637.00

BOS			Approved	CIP	Purchase
Approval	Description	Quantity	Cost	Amount	Method
04/23/23	Emergency Management Digital System Radio	1	63,387.00	89,000.00	COSTARS
04/23/23	Zehr Tract Building Demolition	1	233,801.98	500,000.00	Bid
04/23/23	Peterbilt Dump Trucks	2	532,594.00	592,000.00	COSTARS
05/22/23	Police Canine	1	13,295.25	30,000.00	N/A
05/22/23	LED Lighting for Township Building	1	9,023.20	24,000.00	Quote
05/22/23	Park Sign for Fellowship Park	1	3,865.00	6,000.00	Quote
06/12/23	Police In-Car Camera System and Body Camera System	1	75,161.03	154,000.00	Sourcwell
06/12/23	Generator at Battalion 2 Fire Station Replacement	1	26,170.00	30,000.00	COSTARS
07/10/23	Battalion 1 and 2 Exterior Painting	1	8,007.50	18,500.00	3 Quotes
07/10/23	Richardson Road Culvert Replacement	1	285,247.92	345,000.00	Bid
08/14/23	CRC Exterior Sidewalk and Stair Replacement Project	1	291,450.00	80,000.00	Bid
08/14/23	Fellowship Park Improvement Project	1	672,069.00	650,000.00	Bid
08/14/23	DFS Pick Up Truck and Equipment	1	103,845.61	120,000.00	Code
08/28/23	Switch Replacement - Police Department	1	20,792.85	-	COSTARS
09/11/23	Installation of Antenna and Equipment	1	20,300.00	-	Exempt
09/11/23	ADA Upgrades at Bethlehem Pike and Gwynedd Crossing	1	79,498.80	70,000.00	Bid
09/26/23	Knapp Road Dog Park	1	355,123.31	235,000.00	Bid
09/26/23	Stormwater Improvements	3	192,155.00	277,000.00	Bid
10/09/23	Fellowship Park Basketball Court Improvements	1	109,819.00	87,000.00	Bid
11/13/23	Drinking Fountains (Human and Pet Combo)	5	33,488.00	20,000.00	COSTARS
11/27/23	Traffic Signal Modernization at 309/Taylor/McLaughlin	1	583,789.00	479,000.00	Bid
12/11/23	Traffic Signal Modernization at 463 and 5 Points Plaza	1	269,401.70	264,000.00	Bid
Total 2023 Capital Investments (Page Total):			3,982,285.15	4,070,500.00	
Total 2023 Capital Investments:			7,368,117.27	8,013,137.00	
Total Capital Investments:			\$ 13,844,842.30	\$ 14,646,562.00	

DEPARTMENT of FIRE SERVICES
December 2023
MONTHLY ACTIVITY REPORT

During December, the Department of Fire Services performed the following activities:

SIGNIFICANT FIRE INCIDENTS

- 12/02/2023, Vehicle Fire, North Wales Road & Horsham Road, Montgomery
- 12/08/2023, Dwelling Fire, 323 Washington Ave, North Wales Borough
- 12/24/2023, Building Fire, 392 Doylestown Road, Jiffy Lube, Montgomery
- 12/29/2023, Hazardous Materials Incident, 230 N. Center Street, North Wales Borough

ADMINISTRATIVE

Meetings attended during December:

- DFS Staff Meetings & Individual Meetings with Staff
- Department Heads Meetings with Township Manager
- FDMT, FDMT RA, & FDMT Safety Committee Meetings
- Township Staff and Departments
- Township Board of Supervisors Meeting
- Officers and Members of FDMT & FDMT Relief
- Township Safety Committee Meeting
- Emergency Management Tabletop Exercise at Battalion 1
- NPSD Community Leadership Breakfast
- Township Staff Training on COOP and Fire Safety
- Montgomery County Youthful Fire Prevention Program
- Codes Training at Joseph Ambler Inn
- Montgomery Mall Fire Safety Presentation
- Township Staff Holiday Gathering
- Upper Providence Township Manager
- Township Santa Run
- Fire Design and Site Planning Training

COMMUNITY EVENTS

- 12/09/2023, Santa Delivery to the Pour House
- 12/09/2023, Sellersville Winterfest Event, Fire Police Activity
- 12/16/2023, Breakfast with Santa at MT CRC
- 12/26/2023, Santa Run in Montgomery Township

FIRE MARSHAL'S OFFICE

Inspections:

- Life Safety Fire Inspections/Re-inspections - 39
- Closed Out Life Safety Inspections- 15
- Fire Marshal Follow Ups- 10
- Smoke Detectors Installations- 07
- Health Department Follow Ups- 04
- Certificate of Occupancy Inspections-04

Plans Review Update:

- Higher Rocks Townhouses
- Penn Medicine Building
- Luv Car Wash
- Raising's Cane Chicken
- Rita's Water Ice
- Dunleavy Daycare
- Chase Bank
- Taco Bell
- Lansdale Road Subdivision
- Atlas Broadband Solutions
- Village of Windsor
- Render's Market
- Costco
- Freedom Enterprises Apartment
- Village Tavern Apartment Project
- Montgomeryville Mitsubishi
- Chick-fil-A Drive Thru Redevelopment
- Lloyd Industries Expansion
- Quick Lube of Carolina
- Panera Bread at Airport Square
- Worldwide Stereo Parking Expansion

Fire Investigations

- 313 Washington Ave, North Wales Borough, FM Wiegman

DEPARTMENTAL TRAINING

The following training occurred during December for the Department:

11 classes (68 staff attended classes) 200 training hours (296 staff training hours)

Department Hosted Training

- Driver Operator
- ProBoard Incident Safety Officer
- COOP & Emergency Management Tabletop

Department Attended Training

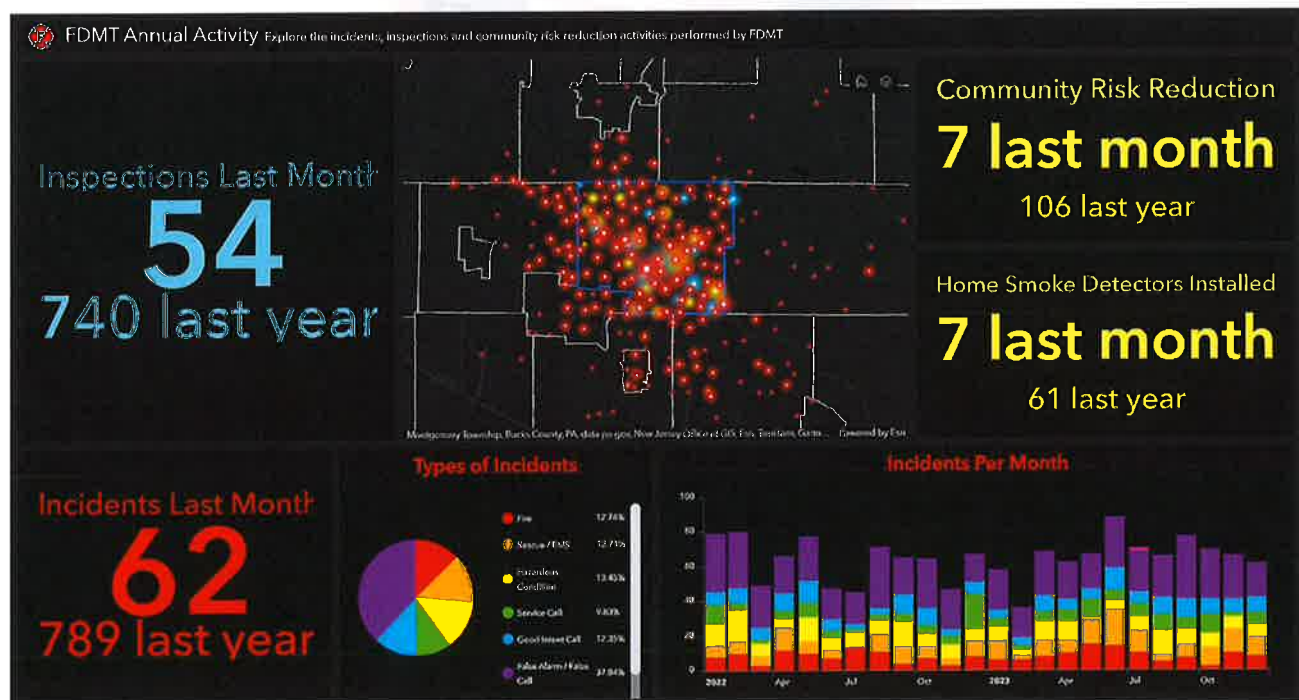
- Fire Code Safety and Design
- 2018 IPC Backflow & Cross-contamination
- Understanding, Applying, and Enforcing NFPA 25
- Amazing Escape Room of Montgomeryville
- Basic Fire Police Training
- Machine Rescue
- DVIT PSU Leadership
- Disaster Management of Electrical Systems

DEPARTMENTAL OPERATIONS

- Members of the DFS attended and obtained their National ProBoard 1021 Incident Safety Officer Certification Training.
- FDMT hosted a holiday gathering for the membership.
- DFS conducted training with Township Staff on Fire Safety, Evacuations, and the COOP.
- Staff Evaluations were conducted with career firefighters and fire captain.
- The Department engaged in a team-building exercise with all staff at the Amazing Escape Room of Montgomeryville.
- DFS conducted a Fire Safety Seminar at the Montgomery Mall on 12/14/2023.
- DFS completed first-time fire inspections at all businesses in the Township.

OFFICE OF EMERGENCY MANAGEMENT & COMMUNITY RISK REDUCTION

- Staff is continuing to develop the Township's Continuity of Operations Plan. The first draft of the formal document has been completed and forwarded to Staff and the FDMT.
- Staff completed township-wide Emergency Management Training for all staff in 2023 including Drone Training, Incident Command Systems, and Disaster Response.
- Staff are continuing to work with NWWA and Marriott's Emergency Equipment for the installation of a repeater at the new Water Tower and upgrades to the Township's radio system.
- Emergency Management hosted a Tabletop Exercise for Township Staff and the FDMT on December 03, 2023.
- The Department is working with Township GIS Staff to increase the DFS' services and presence including a fire department public dashboard, fire cause and origin report, customer service survey, adopt-a-hydrant program, and box maps.





Montgomery Township Inter-Office Memo

To: Carolyn McCreary, Township Manager
From: Richard Grier, Director of IT
Date: December 8, 2023
Subject: 4th Quarter IT Activities Report – Q4 2023

Summary:

The months of November and December have been marked by extensive efforts within the IT department, focusing on system enhancements, equipment rollouts, and proactive issue resolution. Here is a comprehensive report on the key initiatives and developments:

IT Service Tracking System:

- Devised a system for tracking IT services, prioritizing CRC and Fire Department service metrics.

Omega Networking Projects:

1. Implemented AAA for the new Aruba switch.
2. Strengthened Police VLAN security.
3. Explored and optimized Aruba Web GUI options.
4. Addressed low power issues on specific APs (ADmFin, ADmAdm, AdmTwpRm).
5. Configured FDMT VLAN for improved network functionality.

Fire Captain's New iPhone:

- Successfully provisioned and deployed a new iPhone for the Fire Captain.

Survey 123 Installation:

- Installed the Survey 123 application on all Fire Department iPhones, Surfaces, and Desktops for streamlined data collection.

Exchange Certificate Renewals for 2024:

- Successfully renewed Exchange certificates, ensuring continued secure communication for the upcoming year.

Shade Tree Event - 11/3:

- Organized and hosted an all-day Shade Tree event in the Township Meeting room on November 3rd.

Livescan Recap:

- Addressed Livescan issues:
 - PDLIVESCAN PC Port 13 connected to wall phone.
 - Configured Domain PC with VLAN 3 native.
 - Investigated and resolved PASP side down issue; Jeff opened a ticket for further investigation.

PC Setup in Planning:

- Configured a dedicated PC in the Planning Department to facilitate outside customers in viewing plans and files.

New Laptop for Fire Chief:

- Procured and rolled out a new laptop for the Fire Chief.

DPW UPS Battery Replacement:

- Successfully replaced UPS batteries for the Department of Public Works, ensuring uninterrupted power supply.

FCA - FortiGate Certification for FG Management:

- Obtained FortiGate certification for FG Management, enhancing network security measures.

Twpm Room Setup and Testing:

- Set up and conducted testing in the Township Room for optimal functionality for BOS meeting streams.

Personnel Changes:

- Addressed personnel-related requests:
 - Resolved Lucy's email request.
 - Facilitated the setup of a new phone and account for DPW mechanic.
 - Repaired Wi-Fi card issues on HP Specter Gen-use laptop.

DPW CCTV and Access Control Meeting:

- Held a meeting to discuss and plan improvements to DPW's CCTV and access control systems.

Basement Cleanup:

- Conducted cleanup activities in the basement area.

Network Closet Cleanup - Bat 1:

- Cleaned up the network closet in Bat 1 for enhanced efficiency.

VPNCFG Renewal:

- Renewed VPNCFG GoDaddy certificate for FortiClient, ensuring secure VPN connections.

New CAT6 Run for Weltman Desk:

- Approved and scheduled the installation of new CAT6 wiring for DFS Area desks. Currently awaiting scheduling for the coring of the concrete floor for additional new wiring runs.

Protection Bureau Port 41 Configuration:

- Configured Port 41 on the Avaya switch for the Protection Bureau. This for an additional IP Camera in Police interview room

SCCM Review:

- Ongoing review of System Center Configuration Manager (SCCM) for potential migration.

Synology Disk Space Expansion:

- Ordered (6) 16TB drives to address the full disk space on Synology, incurring a cost of \$1600.

UPS for Rec:

- Installed a UPS for enhanced power backup in the Recreation IT Room.

AD Recycle Bin Enabled:

- Enabled Active Directory Recycle Bin in Admin Center for effective management of deleted objects.

Advent Meeting for Fire and Sprinkler Alarms:

- Met with Tilley Fire Solutions to review current fire and sprinkler alarms. Gathered all reports and will send them over.

Weird PoE Issues on 48p 1830 Switch JL815A:

- Investigated and resolved PoE issues on the 48-port 1830 Switch JL815A. Tracking for possible RMA.

Intune vs. Meraki Investigation:

- Ongoing investigation into using Intune or Meraki for personal device management.

Backup 1Beyond AV Server:

- Initiated backup procedures for the 1Beyond AV server. Password management considerations are in progress.

Police Watchguard Repair:

- Repaired Watchguard upload issues from patrol cars. Identified and fixed a broken power cable and corroded WAP Cat 6 cable. Set up a new WVLAN in Ruckus Cloud and migrated workflows, ensuring optimal functionality.

Completed FDMT Administration take over:

- Cleaned up and organized FDMT user accounts for 365. Imported alternate email addresses and cell phones to allow for Self Service Password Resets. Met with staff, trained and assisted with any login issues.

This comprehensive overview reflects the dedication of the IT department in addressing a wide array of challenges, implementing system enhancements, and ensuring the smooth operation of critical IT infrastructure.

DEPARTMENT OF PLANNING & ZONING

December 2023

Permits Submitted – 49	(December 2022 – 74)
YTD Permits Submitted – 1,137	(2022 YTD – 1,234)
Permit Fees Collected - \$23,351	(December 2022 – \$30,565)
2023 YTD Permit Fees - \$709,921	(YTD 2022 - \$697,813)

Permits Issued – 50

Non-Residential Building Permits Submitted / Under Review:

Jefferson Health – 1010 Horsham Rd – medical office fit-out / PET Scan
Top Pot Korean BBQ and Hot Pot . Nanxiang Express – Interior Alterations – new restaurant in former Grub Burger Bar & Zoe’s Kitchen spaces (Montgomery Mall)
Carter’s – 3 Airport Square - Existing Tenant interior alterations
Kibitz Room (Higher Rock Retail) - 1004 Bethlehem Pike – New Construction, 5983 sq ft Deli
Westrum / Luxor Montgomeryville – 415 Stump Road – Above Ground Swimming Pool within courtyard of 225 Unit Apt Building
Starbucks – 776 Bethlehem Pike – Interior Alterations. *Awaiting Resubmittal*
Bharatiya Temple – 1612 County Line Road – New Learning Center building. *Awaiting Resubmittal*
Paris Baguette – 1222 Welsh Road (former Karate space) – new restaurant with outdoor seating. *Awaiting Resubmittal*.
House of Biryani & Kebabs – 111 Garden Golf Blvd (former SaladWorks space) – new restaurant. Working with Sewer Authority for grease trap. *Awaiting resubmittal*.

Non-Residential Building Permits Issued / Under Construction:

Redners Fueling Station – 1200 Welsh Road – New Construction
Taco Bell – 931 N Wales Road – Interior Renovations
Best Dentist 4 Kids – 396 Doylestown Road – Tenant Fit-Out.
Westrum / Luxor Montgomeryville – 415 Stump Road - 225 Unit Apt. Building at 415 Stump Road
Luv Car Wash – 739 Bethlehem Pike - New 4,913 sq ft car wash at 739 Bethlehem Pike.
Westrum / Luxor Montgomeryville – 415 Stump Road – 225 Unit Apt Building

New Residential Building Permits Submitted / Under Review:

Non-Residential Certificates of Occupancy Issued:

Riga Pizza – 981 North Wales Road
Boot Barn – 1221 Knapp Road – retail sales
Krispy Kreme – 1281 Knapp Road – retail sales (anticipate February 1, 2024 Opening)
PDM Constructors – 92 County Line Road – Storage of Prefabricated Bathroom Pods
The Ladies Room – Montgomery Mall – retail sales

Zoning Hearing Board Applications heard: 2

Application #23100004 – Luv Car Wash / 739 Bethlehem Pike – The applicant requests relief from the provisions of the Code of Montgomery Township for proposed wall and directional signage. *Approved*

Application #23100005 – Quick Lube of Carolina Montgomeryville / 737 Bethlehem Pike – The applicant proposes to demolish the existing building and construct a new 1,600 sq ft Oil Change Facility. The proposed use, service and repair shop, is allowed by Special Exception. In addition, the applicant seeks relief in relation to setbacks, landscape buffer, loading area, and stacking of vehicles. *Approved*

LAND DEVELOPMENT						
PROJECT NAME	#	LOCATION	APP. DATE	MTPC	STATUS	
Higher Rock – Phase 1 & 2	694	Bethlehem Pike	12/18/17		Phase 1 Completed Phase 2 Under Construction	Design Center completed. Awaiting revised plans for Office Bldg
Village at Windsor	704	Horsham and North Wales – Vacant Lot	3/22/19		Under Review	Preliminary Approved July 2022
Bharatiya Temple – phase 2	707	County Line Road	8/14/19		Approved with conditions Jan 2022	Amended Stipulated Agreement, Building Permit Under Review
Krispy Kreme	714	Montgomery Square Shopping Center	2/16/21		Approved with Conditions 9.9.21	CO Issued, Tentative opening Early February
Westrum Lifestyle Apartments	717	13-17 Bethlehem Pk behind Roadway Inn	12/28/21	3/17/22	BOS Approval 3.28.22	Under Construction
LUV Car Wash	722	739 Bethlehem Pike	7/21/22	9/15/22	CU Approval 2.28.21 BOS 10/24	Under Construction
Pecan Properties	719	901 Lansdale Ave	1/4/22	3/17/22	LD Cond. Approval Granted	Under Construction
Higher Rock Townhouses	721	Bethlehem Pike	3/30/22	9/15/22	BOS 10/24 agenda	Under Construction
Antonucci 2 lot Subdivision	715	311 Stump Road				Finalizing DEP Sewer Module
Rita's Water Ice	LD-23-002W	752 Horsham Road		X	Reviews completed. Awaiting response	Staff Meeting held 6/1/23. Awaiting Resubmittal
JP Morgan Chase Bank	LD-23-003	773 Bethlehem Pike	4/24/23		Revised Plans received 11/20/23	Resubmittal Reviews due 12/27/23
Taco Bell	LD-23-004	North Wales Road	4/28/23		Revised Plans Received 12/1/23	Resubmittal Reviews due 12/29/23
Penn Medicine	LD-23-005 (C-79)	Dekalb Pike	5/4/23		Under Review (resubmittal)	CU Approval 4/10/23, LD Approval 8/28/23
Atlas Broadband	LD-23-006 C-80	1011 Lansdale Ave	5/5/23 7/28/23		BOS Approved CU 9/26, LD 11/13/23	CU - BOS 9/26 LD - BOS 11/13/23
309 Autovest Properties, LP / Mitsubishi	C-81	1011 Bethlehem Pike	10/3/23		BOS Approved 11/27/23	PC 11/16/23 BOS 11/27/23
309 Autovest Properties, LP / Mitsubishi	LD-23-006	1011 Bethlehem Pike	12/27/23		Under Review	Reviews due 1/26/24
Harry Hassan / Village Shopping Center	C-82	511 Stump Road	10/17/23		BOS Approved 12/11/23 Awaiting Written Decision	PC 11/16/23 BOS 12/11/23

Other Planning Department Projects:

Scanning (Scantek / Laserfiche) – Approximately 90% of property files have been scanned and formatted into individual property folders in order to add future documents to the electronic property file. The department has spent the last year cleaning out property files and Land Development files prepping for scanning (removing duplicates and unnecessary paperwork). The ZHB files are being prepared for scanning in early 2024 along with the Land Development and files in the basement.

Tyler Software / EP&L - The gathering of information for building the Permitting, Land Development, and Zoning Hearing Board modules within the software continues.

Furniture Replacement – Plans have been drafted and a quote received for the Inspector's Area. The project is scheduled for early 2024.



MONTGOMERY TOWNSHIP POLICE DEPARTMENT



December Activity Report for 2023

Crime Data:	Total Calls for Service:	2,485
	Total Part I Crimes:	29
	Total Part II Crimes:	83
	Total Criminal Arrests:	46
Crash Data:	Total Crashes:	87
	Reportable Crashes:	18
	Non Reportable Crashes:	69
	Injuries:	9
Traffic Enforcement Activities:	Traffic Stops:	593
	Traffic Citations:	161
	Warning Notices:	2
	Field Contact Cards:	481
	Traffic Complaints Received	24
	Selective Enforcements:	100
Other Police Activities:	Assist Fire Department:	31
	Building Alarms:	105
	Direct Patrols:	512
	Lockouts:	13
	Medical Assistance:	151
	School Walk-Through:	11
	Vacant Home Checks:	17
	Training Hours:	484.38
Specality Unit Usage:	Canine Unit:	14
	Mobile Incident Response Team:	0
	Montgomery County SWAT-CR:	0
Personnel Overtime:	Court Overtime:	0
	Highway Grant Overtime:	0
	Regular Overtime:	21
	Special Duty Overtime	9
	Non-Sworn Overtime:	155
	Sworn Comp Time:	19
	Non-Sworn Comp Time:	0

**Montgomery Township Police Department
Monthly Activity Report
December 2023**

COMMENDATIONS:

On December 5, 2023, a card was received from township resident Doreen Bagnarelli, thanking Sergeant Rushin, Officer Scully, Officer Long, and Officer Rardin for their professionalism and demeanor while handling a recent call for service.

On December 11, 2023, an email was received from Matthew Beatty thanking Officers Jenkins, Bouch, Haber, and Millevoi for their assistance at a recent call for service at J.L. Freed Honda.

On December 12, 2023, a card was received from township resident Megan McFarlane thanking Communications Specialist Assistant Supervisor Bennett for a recent child seat inspection.

On December 12, 2023, a letter was received from township resident Ellis Coltar thanking Officers Seydel, Haber, Thomas, Poekert, and Millevoi for their assistance at a recent well-being check at a neighbor's home.

On December 18, 2023, a letter was received from township resident Reese Hitchman thanking officers for their prompt service and professionalism during recent calls for service.

On December 20, 2023, an email was received from Montgomery Mall Security Director Robert Baylor thanking the officer for conducting an Active Shooter Drill at the Montgomery Mall.

On December 21, 2023, a card was received from the Klein family thanking department personnel for all they do for the Montgomery Township community.

On December 24, 2023, an email was received from Montgomery Mall Security Director Robert Baylor thanking the officers for their assistance in monitoring an impromptu car rally at the Montgomery Mall.

On December 27, 2023, a card was received from township resident Jeanette Perri thanking department personnel for their service to the community.

EDUCATION:

On December 5, 2023, Sergeant Wagner attended Initial Response Strategies and Tactics When Responding to Missing Children training at the Montgomery County Public Safety Training Campus.

Montgomery Township Police Department
Monthly Activity Report
December 2023

On December 6, 2023, and December 7, 2023, Sergeant Rushin and Officer Seydel attended CMSWAT training at the Montgomery County Public Safety Training Campus.

From December 4, 2023, to December 8, 2023, Officer Byrne attended FARO Crash Scene Mapping training at the Montgomery Township Community Recreation Center.

On December 14, 2023, Officer English attended an online Community Policing training conducted by the Dolan Group.

On December 18, 2023, Officer Woch, Officer Haber, and Officer Eufrasio attended Canine In-Service training in Montgomery Township, PA.

NOTED INCIDENTS:

On December 1, 2023, a subject from New York state was arrested and charged with retail theft and related offenses in conjunction with a series of retail thefts that occurred in August and September of this year, totaling over \$5,000.00. In each theft, the subject would take large ticket items and pass all points of sale without paying. An audit of store video for the subject resulted in the discovery of one purchase where the same subject was asked to provide payment. Officers identified the subject through that purchase and then linked him to the retail thefts.

On December 4, 2023, officers conducted a traffic stop on a white Subaru on Cowpath Road at Lowes Home Improvement for a motor vehicle violation. Officers approached the vehicle and spoke with the driver, immediately noting the odor of marijuana emanating from inside the vehicle. Officers inquired about the odor, and the driver admitted to possessing a small amount of marijuana. Officers requested consent to search the vehicle, which was granted. The search yielded additional marijuana and drug paraphernalia. The driver was arrested, and a search of the driver was conducted incident to his arrest, yielding a loaded handgun in his waistband. The driver was taken into custody and charged with violations of the Drug Act. The firearm was seized pending further investigation regarding the driver's ability to possess a firearm.

On December 4, 2023, a Lansdale resident was arrested on charges of strangulation, simple assault, endangering the welfare of children, and related offenses. On October 16, 2023, officers responded to a residence within the township to meet a complainant. Upon arrival, officers spoke with the complainant, who related his son was choked by a school bus aid on the way home from

Montgomery Township Police Department
Monthly Activity Report
December 2023

school. The complainant believed that a bus aide had placed his hands around the neck of his son's neck after some dispute. The complainant stated that his son ran off the bus at the bus stop and was visibly distressed. He noticed that the front of his son's neck was red, and there were small scratches on the back of his neck and upper back. The complainant also stated that he attempted to speak to his son about what had occurred, but his son said he was scared and didn't want to talk about it. Officers completed a Mission Kids interview with the juvenile, reviewed the bus surveillance video, and interviewed witnesses. At the conclusion of the investigation and upon consultation with the Montgomery County District Attorney's Office, a warrant of arrest was issued for the bus aid for the abovementioned charges.

On December 6, 2023, officers responded to the Staybridge Suites Hotel on Garden Golf Boulevard for an assault that had just occurred. Upon arrival, officers located a victim lying on the ground near a pool of blood with injuries to his head, face, and hands. The victim advised officers that he had observed one of his co-workers arguing with her fiancé and attempted to intervene. The co-worker spit on the victim before grabbing him by the neck and punching him several times. The co-worker then fled the area. Officers were able to contact the co-worker, who turned himself in to police on December 11, 2023, to face charges of aggravated assault and related offenses.

On December 8, 2023, officers met with a juvenile female and her legal guardian. Officers learned that the juvenile had an online relationship with an unknown individual, who was portraying themselves to be another juvenile. The juvenile shared inappropriate photos and videos of herself. A short time later, the unknown individual began attempting to blackmail the juvenile. An investigation was initiated, and it was discovered the online individual's IP address was traced to India. The juvenile is now reporting that the videos she shared are surfacing on social media as advertising for inappropriate websites. Search warrants are being executed to discover the origins of these social media advertising sites. A report was also made with the National Center for Missing and Exploited Children. This investigation is ongoing.

On December 13, 2023, a Philadelphia resident was arrested for vehicle theft and related offenses. On October 9, 2023, officers responded to a residence on Victoria Drive for the report of a stolen vehicle. The victim advised officers that she lent her vehicle to an acquaintance. The acquaintance failed to return the vehicle. Officers attempted to contact the acquaintance but were unsuccessful. The vehicle was entered into the National Crime Information Center (NCIC) database, and a warrant was issued for the acquaintance for unauthorized use of a vehicle. On November 6, 2023, the vehicle was located in Philadelphia. On December 13, 2023, the acquaintance was located in Philadelphia and taken into custody.

Montgomery Township Police Department
Monthly Activity Report
December 2023

On December 16, 2023, officers responded to Hillside Court for a suspicious white Chevrolet van. The caller stated the van was parked at the end of the street with a subject sleeping inside. Upon arrival, officers approached the vehicle and spoke with the driver. Officers inquired about his actions and noted his inconsistent story and deceptive behavior. Officers requested consent to search the vehicle, which was granted. As the driver was exiting the vehicle, he became erratic and stated he was going to be arrested. A canine trained in drug detection was deployed to search the vehicle. The canine gave a positive indication that drugs were inside the vehicle. The vehicle was impounded. A search of the driver revealed he had a handgun concealed in his waistband without a concealed carry permit. The driver was taken into custody. A search warrant for the vehicle was applied for and granted. A search of the vehicle yielded 55 grams of Methamphetamine, drug paraphernalia, and drug packaging materials. The driver has been charged with firearms violations and violations of the Drug Act, including possession with the intent to deliver.

On December 16, 2023, officers conducted a traffic stop on a blue Honda on County Line Road at Stump Road for a motor vehicle violation. Officers approached the vehicle, spoke with the operator, and immediately noted the odor of marijuana emanating from inside the vehicle. Officers inquired about the odor, and the driver admitted to possessing a small amount of marijuana. Officers requested consent to search the vehicle, which was granted. The search of the vehicle yielded additional marijuana and psilocybin. The driver was taken into custody for violations of the Drug Act and was referred to the Law Enforcement Treatment Initiative (LETI) program.

On December 21, 2023, officers responded to a residence on East Lawn Avenue for a fraud. Upon arrival, officers spoke to the victim, who related that she was defrauded of \$20,000.00 on December 20, 2023. The victim stated that she received a phone call from a subject stating he was an attorney. This subject told the victim that their granddaughter crashed her car into another vehicle, had been arrested, and needed money to get out of jail. The subject called three additional times and then arrived at the victim's residence. When the subject arrived, the victim gave him \$20,000.00 and was told not to tell anyone. The victim advised that the subject was driving a silver Honda or Ford-style vehicle. This investigation is ongoing.

On December 28, 2023, officers were alerted by the department's automated license plate reader on Bethlehem Pike and Hartman Road that a red Mazda wanted in connection with a homicide in Philadelphia was traveling through the township. Officers located the vehicle and made contact with the driver, who was also the registered owner. Officers contacted the Philadelphia Police Department regarding their investigation, who requested the car be impounded and the driver's phone be confiscated. Montgomery Township officers complied with this request, and the seized items were turned over to the Philadelphia Police Department.

**Montgomery Township Police Department
Monthly Activity Report
December 2023**

ITEMS OF INTEREST:

In conjunction with the holiday season, the department facilitated several initiatives to help provide for those in our community. These included:

- Donating winter coats for the Montgomery County Winter Coat Drive.
- Participating in the Patty Simons Law Enforcement Food Drive's collection, packaging, and distribution event, along with volunteers from past Montgomery Township Citizen Police Academies.
- Delivering thirty-seven letters to the North Pole as part of the Santa's Mailbox Program.

Additionally, Montgomery Township employees, along with help from Lindinger's Deli, purchased gifts for fourteen children, five families, and fifteen senior citizens in our community.

On December 3, 2023, department members participated in a Continuity of Operations (COOP) tabletop exercise with other Montgomery Township staff.

On December 12, 2023, department members served as guest judges for the Holiday Light Contest in the Village of Neshaminy Falls.

On December 12, 2023, department members attended Project Blue Light in Horsham Township, commemorating those law enforcement officers killed in the line of duty in Montgomery County.

On December 17, 2023, department members participated in an Active Shooter drill at the Montgomery Mall.

On December 20, 2023, Officer Johnson conducted an Internet Safety seminar for the 5th and 6th grade students of Bridle Path Elementary.

On December 27, 2023, department members participated in the North Penn PAL Canvas Painting Event for area children.

UPCOMING EVENTS:

January 15, 2024: Martin Luther King VFW Scholarship Breakfast

January 23, 2024: North Montgomery Technical Career Center presentation

January 30, 2024: Souderton Area High School presentation and tour

Montgomery Township Police Department Training Log

TOTAL TRAINING HOURS - 2023

Misc. Training hours	365	Drone Training	113	MIRT Training	70	K9 Training	733
Roll Call Training	142	DTB's	73.7	First Aid Training	20	Police One Training	699
SWAT Training	545	Human Resources	3.75	Firearms Training	509	Schools	2714

Total Training Hours 2023

5986.9593

JANUARY		FEBRUARY		MARCH		APRIL	
Misc. Training	18	Misc. Training	8	Misc. Training	9	Misc. Training	24.5
Roll Call Training	32.5	Roll Call Training	6	Roll Call Training	12.5	Roll Call Training	3.5
Swat Training	32	Swat Training	32	Swat Training	40	Swat Training	60
Drone Training	0	Drone Training	0	Drone Training	96	Drone Training	0
Daily Training Bulletins	0	Daily Training Bulletins	0	Daily Training Bulletins	0	Daily Training Bulletins	0
Human Resources Training	0	Human Resources Training	0	Human Resources Training	0	Human Resources Training	0
MIRT Training	0	MIRT Training	0	MIRT Training	12	MIRT Training	0
First Aid/CPR Training	0	First Aid/CPR Training	0	First Aid/CPR Training	8	First Aid/CPR Training	0
Firearms Training	0	Firearms Training	0	Firearms Training	1	Firearms Training	0
K9 Training	45.073	K9 Training	60.078	K9 Training	38.414	K9 Training	48.244
Police ONE Training	63.1	Police ONE Training	22.3	Police ONE Training	39.4	Police ONE Training	46.5
Schools	137	Schools	352	Schools	150	Schools	249
Total Training Hours	327.67	Total Training Hours	480.38	Total Training Hours	406.31	Total Training Hours	431.74
MAY		JUNE		JULY		AUGUST	
Misc. Training	17.5	Misc. Training	29.5	Misc. Training	0.5	Misc. Training	1.5
Roll Call Training	21.496	Roll Call Training	0	Roll Call Training	3	Roll Call Training	6.25
Swat Training	46	Swat Training	42.5	Swat Training	48	Swat Training	48
Drone Training	0	Drone Training	4.25	Drone Training	3.5	Drone Training	9.5
Daily Training Bulletins	0	Daily Training Bulletins	0	Daily Training Bulletins	8.247	Daily Training Bulletins	24.25
Human Resources Training	0	Human Resources Training	0	Human Resources Training	3.75	Human Resources Training	0
MIRT Training	12	MIRT Training	0	MIRT Training	0	MIRT Training	0
First Aid/CPR Training	0	First Aid/CPR Training	0	First Aid/CPR Training	0	First Aid/CPR Training	4
Firearms Training	14	Firearms Training	2	Firearms Training	0.5	Firearms Training	26
K9 Training	56.332	K9 Training	30.412	K9 Training	32.914	K9 Training	28.915
Police ONE Training	56.25	Police ONE Training	48.25	Police ONE Training	58	Police ONE Training	65.33
Schools	494	Schools	398	Schools	80	Schools	97.5
Total Training Hours	717.58	Total Training Hours	554.91	Total Training Hours	238.41	Total Training Hours	311.25

SEPTEMBER		OCTOBER		NOVEMBER		DECEMBER	
Misc. Training	142.5	Misc. Training	1	Misc. Training	9	Misc. Training	104
Roll Call Training	17.75	Roll Call Training	7	Roll Call Training	10.75	Roll Call Training	21.75
Swat Training	44	Swat Training	56	Swat Training	48	Swat Training	48
Drone Training	0	Drone Training	0	Drone Training	0	Drone Training	0
Daily Training Bulletins	7	Daily Training Bulletins	19.5	Daily Training Bulletins	8	Daily Training Bulletins	6.75
Human Resources Training	0	Human Resources Training	0	Human Resources Training	0	Human Resources Training	0
MIRT Training	10	MIRT Training	12	MIRT Training	8	MIRT Training	16
First Aid/CPR Training	8	First Aid/CPR Training	0	First Aid/CPR Training	0	First Aid/CPR Training	0
Firearms Training	141	Firearms Training	0.5	Firearms Training	252	Firearms Training	72
K9 Training	189.67	K9 Training	113.75	K9 Training	43.233	K9 Training	45.58
Police ONE Training	70.1	Police ONE Training	51	Police ONE Training	56.58	Police ONE Training	122.3
Schools	172	Schools	336	Schools	200	Schools	48
Total Training Hours	802.02	Total Training Hours	596.75	Total Training Hours	635.56	Total Training Hours	484.38

Montgomery Township Public Works Department

Monthly Report – December 2023

PARKS/OPEN SPACE:

- Routine maintenance & repairs, leaf mulching, trash removal, playground inspection and equipment maintenance.
- The following tree work was done throughout the Township:
 - Scott D., Dale & Larry removed a down tree from the basin on Baker Place.
 - Scott D., Scott Y., Dale, Don, Dave & Larry N. removed a large branch hanging over 129 Knapp Road.
 - Scott Y., Dale & Larry removed a dead Ash tree from Windlestrae Park – Rose Twig.
 - Scott D., Scott Y., Chris, Dale, Larry & Josh removed a down tree on the walking bridge at Windlestrae Park – Zehr Tract and repaired the bridge.
 - Scott D., Scott Y., Chris & Dale removed a down tree across Line Street.
 - Scott D., Scott Y., Chris, Dale, Larry & Josh worked on cleaning up brush along the fences of the basins on Tory Circle and Montgomery Glen Drive.
- On 12/7/23, Scott D. attended Fire Drill, Shelter-In-Place, Emergency Evacuation Training at Administration Complex.
- On 12/11/23, Chris took the Core test for his Pesticide License.
- Scott D., Scott Y., Chris, Dale, Larry & Josh repaired several washouts at the bridge between William F. Maule Park at Windlestrae and Windlestrae Park – Rose Twig.
- Dale & Josh assisted with the leaf collection that took place on December 16th, at William F. Maule Park at Windlestrae.
- Scott D., Scott Y., Chris, Dale & Larry helped remove the overflow of leaf bags from the December leaf collection.

ROADS:

- On 12/4/23, Josh passed his Class A CDL Drivers Test.
- Bill, Joe, Bryan & Josh cleared various drainage areas of debris as part of the MS4 Stormwater requirements.
- Joe, Bryan & Josh used the street sweeper to remove debris from inside the storm sewer inlets as part of the MS4 Stormwater requirements.
- Scott S. handled several resident complaints throughout the Township.
- On 12/7/23, Scott S. attended Fire Drill, Shelter-In-Place, Emergency Evacuation Training at Administration Complex.
- The entire road crew along with Scott Y. & Chris trimmed roadside trees throughout Montgomery Village for clearance.
- Bill inspected several road occupancy permits for completion throughout the Township.
- Bryan, Joe, Chris & Josh continued sweeping Township roads as part of the MS4 Stormwater requirements.
- Joe, Bryan, Bill & Josh hauled leaves for recycling as part of the of the MS4 Stormwater requirements.
- Bryan & Joe hauled several loads of fill material to the reclamation quarry.
- Scott S. monitored ongoing projects being done by contractors for Montgomery Township.
- Jack & Darren performed annual services and routine maintenance/inspections on several Township vehicles and trailers.

FACILITIES:

- Jeff cleaned the Administration & Police Department complex.
- On 12/4/23, Larry passed his Class A CDL Drivers Test.
- On 12/7/23, the entire crew attended Fire Drill, Shelter-In-Place, Emergency Evacuation Training at Administration Complex.
- 12/8/23 - Streetlight struck at Oxford Lane & Chester Circle (Pole #8189). Don, Larry & Dave removed and replaced the broken pole and fixture.
- 12/15/23 - Dave & Todd installed the new bridge weight limit signs for the Knapp Road bridge.

- 12/28/23 – Traffic Signal Knockdown – Route 63 & Bell Run Boulevard – Dave, Bill & Joe replaced the downed pedestrian pole since accident was originally a hit and run. Dave & Todd replaced the downed object marker sign on the median from the accident.
- Todd, Don, Dave & Larry made minor building repairs and improvements to the Administration & Police Department Complex, CRC, both firehouses, and the park restrooms.
- Dave, Don, Todd & Larry responded to a total of 100 PA One Calls throughout the month.
- Dave worked with Gilmore, Rhythm Engineering, Signal Control and Tony Still to address ongoing traffic signal issues.

Montgomery Township VMSC EMS Zone Report - December 2023

Total Zone Calls: **159**

Total VMSC 911 Calls: **1,072**

Average Chute Time: **0m:42s**

Average Response Time: **6m:19s**

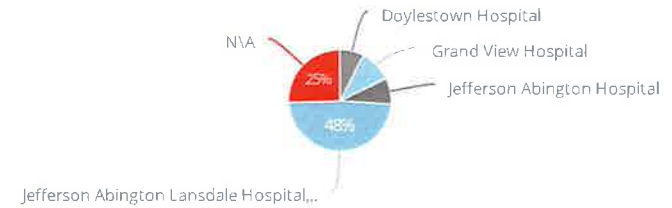
Top 5 Call Types

Type of Incident	#
Falls	25
Sick Person	23
Breathing Problem	17
Traffic Accident	10
Abdominal Pain/Problems	10
Chest Pain (Non-Traumatic)	8

Transport Disposition

Disposition	#
Transported No Lights/Siren	94
Transported Lights/Siren	25
Patient Refused Evaluation/Care (Without Transport)	19
Patient Treated, Released (per protocol)	7
Cancelled on Scene/No Patient Found	6

Hospital Transport



Community Response

VMSC's Level of Service

Unit Level of Service	# of Calls
ALS-Paramedic	116
BLS-AEMT	35
BLS-Basic /EMT	8

Barriers to Provide Care

Barriers To Care	#
Language	6
Obesity	5
Uncooperative	5
State of Emotional Distress	3

of Overdoses

2

Additional Agencies on Scene

Additional Agencies	#
Law Enforcement	141
No Other Agency On Scene	16
Fire Department (Non-QRS Related)	11
QRS - Montgomery Township Fire Company	5
Non-VMSC EMS Unit	1
QRS - Other Department	1

Critical Response Triad

Cardiac Related Incidents



Stroke Related Incidents



Trauma Related Incidents



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #16

SUBJECT:	New Business – Committee Board Liaison Reports
MEETING DATE:	January 22, 2024
BOARD LIAISON:	
INITIATED BY:	Candyce Fluehr Chimera, Chairwoman

BACKGROUND:

This is an opportunity for any Supervisors who are liaisons to volunteer committees or boards who may have met in the month of December to provide an update on those meetings.