

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
May 9, 2011 - 8:00 P.M.

www.montgomerytp.org

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

Lawrence J. Gregan
Township Manager

ACTION MEETING - 8:00 PM

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of the April 25, 2011 Meeting
6. Introduce and Welcome Recreation Coordinator
7. Consider Acknowledgment of Employee Resignation
8. Recognize National Law Enforcement Week & National Public Works Week
9. Consider Additional Township Owned Basins for Naturalization
10. Consider Adoption of Updated Street Lighting Specifications
11. Consider Approval of 2011/2012 Act 147 Grant Application (Fire Services)
12. Consider Authorization to Execute Univest Online Banking Cash Management Agreement
13. Consider Authorization to Auction Surplus Assets
14. Consider Authorization to Advertise Conditional Use Hearing for Installation of Cellular Panels – PECO Transmission Tower – ROW – Goodwin Lane & Lower State Road
15. Payment of Bills
16. Other Business
17. Adjournment

Future Public Hearings/Meetings

05-10-11 @ 7:30 PM – Open Space Committee
05-11-11 @ 6:00 PM – Autumn Festival
05-11-11 @ 7:00 PM – Park & Recreation Board
05-11-11 @ 7:00 PM – Senior Committee
05-11-11 @ 7:30 PM – Shade Tree Commission
05-17-11 @ 12:30 PM – Business Development Partnership
05-18-11 @ 7:30 PM – Public Safety Committee
05-18-11 @ 7:00 PM – Sewer Authority
05-19-11 @ 7:30 PM – Planning Commission
05-23-11 @ 8:00 PM – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: May 9, 2011

ITEM NUMBER: #3

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Grogan
Township Manager



BOARD LIAISON: Robert J. Birch, Chairman

BACKGROUND:

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

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Announcement of Executive Session

MEETING DATE: May 9, 2011

ITEM NUMBER: #4

MEETING/AGENDA: WORK SESSION

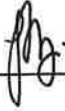
ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
 Township Manager

BOARD LIAISON: Robert J. Birch, Chairman



BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Approval of Minutes for April 25, 2011 Meeting

MEETING DATE: May 9, 2011

ITEM NUMBER: #5

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Robert J. Birch, Chairman



BACKGROUND:

Just a reminder – Please call Shirley Snyder on Monday, May 9, 2011 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

DRAFT

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
APRIL 25, 2011**

Chairman Robert Birch called to order the executive session at 7:00 p.m. In attendance were Supervisors Candyce Fluehr Chimera, Michael Fox, Jeffrey McDonnell and Joseph Walsh. Also in attendance were Lawrence Gegan, Frank Bartle, Esquire, Chief Richard Brady, Deputy Chief Scott Bendig and Ann Shade. Matters of litigation, potential litigation and matters of personnel were discussed.

Chairman Robert Birch called the regular action meeting to order at 8:00 p.m. In attendance were Supervisors Candyce Fluehr Chimera, Michael Fox, Jeffrey McDonnell and Joseph Walsh. Also in attendance were Frank Bartle, Esquire, Lawrence Gegan, Richard Brady, William Brightcliffe, Bruce Shoupe, Kevin Costello, Ann Shade, Shannon Drosnock, Richard Grier and Deb Rivas.

Chairman Robert Birch called for public comment from the audience and there was none.

Frank Bartle, Esquire, announced that the Board met in executive session at 7:00 p.m. The litigation matters discussed included the Zehr Tract Condemnation and Secouler v. Montgomery Township, which is at the district justice level and concerns a \$7,500 damage complaint. Also discussed was a matter of potential litigation concerning a former employee of the Township. Mr. Bartle also reported that matters of personnel were discussed, which included an update on the ongoing negotiations with the Police Collective Bargaining Unit, working conditions, promotions of employees and prospective employees. Mr. Bartle reported that the Board would be returning to the executive session following the conclusion of this meeting. Mr. Bartle said that these matters are legitimate subjects for an executive session pursuant to Pennsylvania Sunshine law.

Chairman Robert Birch made a motion to approve the minutes of the April 11, 2011 Board meeting and Supervisor Joseph Walsh seconded the motion. The minutes of meeting were unanimously approved as submitted.

Chairman Birch announced that the Township would be recognizing the promotions of four Township employees. Officer Michael Jenkins was promoted to Patrol Officer III, Scott Stutzman was promoted to Assistant Road Foreman, Greg Reiff was promoted to Assistant Park Foreman and Meg Swiggard was promoted to Human Resources Coordinator. Resolution #1 unanimously approved the promotions.

Chairman Birch reported that the staff has submitted fees for trips for the 2011 Kids University for the Board's consideration. There were no questions and Resolution #2 unanimously approved the 2011 Summer Kids University Trip Fees.

Finance Director Shannon Drosnock presented the 2011 First Quarter Budget Report. Ms. Drosnock reported that the Township has experienced slightly higher revenues at this time as compared to the same period last year. The expenditures were also slightly higher than this time last year. Ms. Drosnock reported that the main reason for the higher expenditures is because the Township has processed seven payrolls during the first quarter, whereas in 2010 only six payrolls had been processed during the same time period. At the end of the first quarter, the General Fund Balance was \$4.291M, an increase of 6.83% above the 1st Quarter 2010 fund balance of \$4.016M. Various revenue and expenditure details were provided and discussed.

Township Manager Lawrence Gegan reported that the Montgomery Township Sewer Authority has recommended an update to the current Sewer Use Ordinance. The update is required to bring the ordinance in line with new policies and procedures. The most significant modifications include updating the Industrial Waste Monitoring/Permitting program, local limits criteria and fee schedule. Supervisor Walsh questioned the reason for the amendment to the

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Minutes of Meeting of April 25, 2011

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billing and Mr. Gregan advised that he would pursue an explanation from the Authority Manager. Mr. Gregan reported that a full copy of the ordinance is available for review at the Township. Resolution #3 unanimously authorized the advertisement of Proposed Ordinance #11-250 – Amendment to Sewer Use Regulations to be scheduled for consideration by the Board at its meeting on May 23, 2011.

Planning Director Bruce Shoupe reported that part of the Shade Tree Commission's spring project is the removal and replacement of trees at the Township building. The bid for Phase I of the project was sent out to five companies. The Shade Tree Commission recommends awarding the contract to All Seasons Landscaping in the amount of \$4,150. Resolution #4 unanimously awarded the Township Building Tree Removal and Replacement Project to All Seasons Landscaping of Aston, PA as submitted in the bid documents, in the amount of \$4,150.

Chairman Birch made a motion to approve the payment of bills. Supervisor Chimera seconded the motion. The payment of bills was unanimously approved as submitted.

Under other business, Chairman Birch reported that the Board had discussed the condemnation of the Zehr Tract and specifically the Phase One environmental study. During Phase One of the study, there were some issues identified, so the Board would like to move forward to perform the Phase Two portion. Chairman Birch made a motion to approve a Phase Two environmental study at the Zehr property. Supervisor Walsh seconded the motion and the motion was approved unanimously.

There being no further business to come before the Board, the meeting adjourned at 8:22 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Introduce and Welcome Recreation Coordinator

MEETING DATE: May 9, 2011

ITEM NUMBER: #6

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Ann Shade

Director of Administration & Human Resources

BOARD LIAISON: Robert J. Birch (Chairman)

BACKGROUND:

Sharon Tucker is introduced and welcomed as the Recreation Coordinator in the Administration Department. Sharon will be responsible for developing, promoting, coordinating and administering recreation programs within the Township. Her knowledge and background in event planning, employee supervision, human resources, and in particular, customer service, will be key in developing and maintaining cooperative relationships with the public, recreation program vendors, and community associations.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Welcome Sharon L. Tucker to Montgomery Township, effective May 9, 2011.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize and welcome Sharon L. Tucker as the Recreation Coordinator with Montgomery Township effective May 9, 2011.

MOTION: _____

SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

5/6/2011

SUBJECT: Consider Acknowledgment of Employee Resignation

MEETING DATE: May 9, 2011

ITEM NUMBER: #7

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Shannon Q. Drosnock
Finance Director

BOARD LIAISON: Robert J. Birch, Chairman

BACKGROUND:

In recognition of employee service, Montgomery Township wishes to acknowledge and thank Leah Kim who recently submitted her resignation notice in order to pursue other employment opportunities: Her resignation will be effective May 12th.

Leah began employment with Montgomery Township in March 2010 as an Accounting Associate in the Finance Department. Her duties included the processing of Business Tax Returns, updating and reviewing of the Fixed Asset system and management of the Developer Escrow system.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider acknowledgment of the voluntary resignation of Leah Kim and recognize her for her commitment to public service during her employment with Montgomery Township.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby acknowledge the voluntary resignation of Leah Kim and recognize her for her commitment to public service during her employment at Montgomery Township.

MOTION: _____ SECOND: _____

ROLL CALL:

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

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq., file, S. Drosnock, L. Grogan, A. Shade

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Recognize National Law Enforcement Week

MEETING DATE: May 9, 2011

ITEM NUMBER: # 8A

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Robert J. Birch, Chairman

BACKGROUND:

National Law Enforcement Week will be celebrated the week of May 15, 2011. The Montgomery Township Police Department will be hosting a special celebration on Saturday, May 14th at Montgomery Mall from 10:00 a.m. to 4:00 p.m. Officer James Matlack has organized and coordinated this event. The schedule of activities is attached for your information.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize National Law Enforcement Week, May 15th through May 21st 2011, with a special celebration to be held at Montgomery Mall on Saturday, May 14th.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

POLICE WEEK ACTIVITIES

May 14th 2011

Montgomery Mall

On May 14th, 2011, the Montgomery Township Police Department will be hosting an event, in celebration of National Police Week. This year's event, will be held at the Montgomery Mall, from 10AM to 4PM. Scheduled at this event will be :

K-9 Demonstrations - by Montgomery Township Police K-9 and

Jenkintown Police K-9 (11AM and 3PM)

Juvenile Fingerprinting - by Montgomery Township Police and Lower

Gwynedd Police (10AM to 4PM)

Central Montgomery County SWAT and North Penn SWAT

Montgomery Township Highway Safety

Child Safety Seat Information

Pennsylvania State Rep Todd Stephens office

Laural House-(Domestic Violence information)

MADD Mothers Against Drunk Driving

Montgomery County Detectives (Internet Safety information)

Volunteer Medical Service Corps (Ambulance)

Fire Department of Montgomery Township

Victim Services of Montgomery County

North Montco Vo-tech School

Police vehicles from area Police Agencies (including motorcycles and SUV's)

******SPECIAL GUEST******

501st Legion of the Dune Sea Garrison (Star Wars Characters) , who will be collecting new toys for area Childrens hospitals (12PM to 3PM)



NATIONAL POLICE WEEK CELEBRATION

**SATURDAY MAY 14TH
MONTGOMERY MALL
10:00 A.M. - 4 P.M.**

**K-9 DEMONSTRATIONS (11:00 A.M. & 3 P.M.)
S.W.A.T., HIGHWAY SAFETY UNIT, BICYCLE UNIT
CHILD SAFETY SEAT INFORMATION, CHILD FINGERPRINTING AND MORE!**



**THERE IS A DISTURBANCE IN THE FORCE!!!
MEMBERS FROM THE STAR WARS COUSTUME GROUP THE
GARRISON CARIDA,
DARTH VADERS 501ST LEGION
WILL BE INVADING THE MALL FROM NOON - 3PM**

**We are collecting donations of NEW STAR WARS TOYS. VADER and
his STORM TROOPERS will be delivering these toys to children's
hospitals.**

COME WITNESS THE INVASION



VADER'S FIST
501ST LEGION
DUNE SEA GARRISON

MAY 14TH • NOON-3PM • MONTGOMERY MALL

**COME MEET SOME OF YOUR FAVORITE STAR WARS
CHARACTERS FROM THE DARK SIDE**

THE 501ST WILL BE COLLECTING NEW TOYS FOR CHILDRENS HOSPITALS
PLEASE BRING A TOY IF YOU CAN

501ST.COM • 501STGARRISONCARIDA.ORG

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Recognize National Public Works Week

MEETING DATE: May 9, 2011

ITEM NUMBER: #8B

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Kevin A. Costello
Director of Public Works

BOARD LIAISON: Robert J. Birch, Chairman
Board of Supervisors

BACKGROUND:

Since 1960 the American Public Works Association has sponsored National Public Works Week which is being celebrated this year the week of May 15th through May 21st, 2011. Across the nation, the APWA membership uses this week to energize and educate the public of the importance of the contributions of public works to their daily lives such as planning, building, managing and operating the heart of our local communities and building a great quality of life.

The theme for this year is...*Public Works, Serving You and Your Community*. The theme speaks to the never ending effort of public works professionals to bring their communities the highest possible quality of life.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

RECOMMENDATION: Recognize the week of May 15th through May 21st as National Public Works Week.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize the week of May 15th through May 21st 2011 as National Public Works Week and extend our appreciation to the fine men and women of the Montgomery Township Public Works Department for their efforts on behalf of the residents of and visitors to Montgomery Township.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Additional Township-owned Basins for Naturalization

MEETING DATE: May 9, 2011

ITEM NUMBER: # 9

MEETING/AGENDA: WORK SESSION ACTION CONSENT XX NONE

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

INITIATED BY: Bruce Shoupe  BOARD LIAISON: Michael J. Fox, Supervisor 

BACKGROUND: The Township currently owns and maintains 61 basins. The Shade Tree Commission recommended six basins in 2009 for consideration for Naturalization by allowing them to grow out. The Shade Tree Commission has researched the benefits of naturalizing these basins and has identified six basins identified below have been completed. The six recommended trial basins are:

1. Knapp Farm at N. Wales Rd and Avondale Dr
2. Knapp Farm at Dekalb Pike and Knapp Rd
3. Spring Valley Park along Upper State Rd, south of Spring Valley Dr
4. Spring Valley Park along Upper State Rd, between Spring Valley Dr and Claremont Dr (pond)
5. Zehr Tract adjacent to the soccer fields
6. Whistlestop Park along County Line Rd and the SEPTA ROW in Hatfield Township

The Shade Tree Commission is now recommending that seven more basins be considered for naturalization which are those designated to be of high maintenance and difficult to access. These basins are:

1. Andrew Lane - difficult to access, chain link fence exist already
2. Douglas Road – difficult to access with steep slope, chain link fence exist already
3. Forest Trail – Pauline Circle - difficult to access with steep slope, chain link fence exists already
4. Winner Circle - difficult to access with steep slope, split rail fence exist already
5. Heather Ridge - difficult to access with steep slope, chain link fence exist already
6. Montgomery Hollow – Goodwin Lane - difficult to access with steep slope, chain link fence exist already
7. Montgomery Hollow – Goodwin Lane - difficult to access with steep slope, chain link fence exist already

Naturalizing stormwater basins involves transforming a conventional basin into a natural ecosystem capable of providing habitat, water quality treatment, and aesthetic value. The Shade Tree Commission would like to create "no mow" areas in these basins to promote natural growth.

The residents surrounding these basins will be notified and our standardized sign will be sign to be posted at each identified basin.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

Approved six basins in 2009 allowing them to grow out, promoting natural growth.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Initial investment to install chain link fencing where needed.

RECOMMENDATION: The members of the Shade Tree Commission would like the Board of Supervisors to approve the proposed project.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the above seven additional basins to promote natural growth, that a letter be sent to the residents near the basins identified and a sign be posted at each basin.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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



**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**

1001 STUMP ROAD
MONTGOMERYVILLE, PA 18936-9605
Telephone: 215-393-6900 • Fax: 215-855-6656
www.montgomerytwp.org

ROBERT J. BIRCH
CANDYCE FLUEHR CHIMERA
MICHAEL J. FOX
JEFFREY W. McDONNELL
JOSEPH P. WALSH

LAWRENCE J. GREGAN
TOWNSHIP MANAGER

Dear Resident:

The Township currently owns and maintains 61 basins. The Shade Tree Commission has researched the benefits of allowing some of these basins to return to a natural state. This involves allowing them to grow out, transforming a conventional basin into a natural ecosystem capable of providing habitat, improving the water quality, and providing aesthetic value. As this pilot program grows, a long term benefit can also be achieved in a reduction of costs required to maintain these basins. The Shade Tree Commission would like to create "no mow" areas in these initial basins to promote natural growth.

A basin in your development is scheduled to be allowed to return to a natural state this year. Montgomery Township has several basins that have already been allowed to go natural and plans on adding a few basins each year. According to the EPA, a traditional gas powered lawn mower produces as much air pollution as 43 new cars each being driven 12,000 miles. If you want to break it down a bit more, mowing your lawn for one hour produces as much pollution as driving a car 200 miles

Montgomery Township is allowing these basins to go natural in order to:

- Comply with new state and federal regulations
- Reduce runoff pollutants and improve the quality of the water leaving the basin
- Decrease the amount of air pollution being created by maintaining these basins
- Provide for the safety of Township employees (many of these basins have steep slopes that are difficult/dangerous to maintain)
- Provide better ground water recharge

Research has shown the benefits of allowing basins to return to a natural state. Some changes you may notice are:

- Vegetation will be left to grow naturally on the inside of the basin, and maintained as directed by the guidance of the Township's Landscape Architect
- More wildlife will appear in the area due to new habitat and food provided by the new meadows
- Eradication of invasive plants if necessary
- Once vegetation begins to grow, there may be a decrease in the goose population
- The vegetation will help reduce runoff pollutants and improve the quality of the water leaving the basins
- The Township will continue to maintain the exterior of the basins
- More naturalized basins will allow for the re-colonization of insects that can help reduce the mosquito and tick population

We hope all of this information is informative to you. We appreciate your understanding as Montgomery Township does its part to help the environment and the world. If you have questions, please contact the Planning and Zoning office at 215-393-6920.

Sincerely,

Robert J. Birch
Chairman

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

SUBJECT: Consider Adoption of Updated Street Lighting Specifications

MEETING DATE: May 9, 2011

ITEM NUMBER: # 10

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gegan
Township Manager

BOARD LIAISON: Robert J. Birch, Chairman

BACKGROUND:

Section 205-24 of the Montgomery Township Code Book provides for streetlights to be installed along each street in the Township by the developer and at the expense of the developer, unless waived by the Board of Supervisors. A plan must be submitted as part of a subdivision/land development application showing the type and location of each streetlight, as well as the supplier and installer of such lights. The plan must be approved by the Township prior to installation.

All streetlights are required to be constructed in accordance with Township street lighting specifications as may be adopted from time to time by resolution of the Board. The specifications were last updated and approved in 2003 and due to changes in materials, technology, and electrical standards have been reviewed and updated by the Township's Traffic Engineer.

Attached please find updated street lighting specifications dated September 2010, as prepared by our Traffic Engineer, Traffic Planning and Design, Inc., for consideration by the Board.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

The Street Lighting specifications were last updated in December, 2003.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approve the updated Street Lighting specifications prepared by the Township Traffic Engineer.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the adoption of updated Street Lighting Specifications for the Township, prepared by the Township Traffic Engineer, Traffic Planning and Design, Inc., dated September, 2010.

MOTION: _____

SECOND: _____

ROLL CALL:

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

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

**Montgomery Township
Street Lighting Specification**

Effective: December, 2003

Updated: September, 2010

Updated by:
Traffic Planning and Design, Inc.
2500 E. High Street
Suite 650
Pottstown, PA 19464

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Questions pertaining to the specifications themselves, or the interpretation of the specifications to a particular job site, should be referred to:

Traffic Planning and Design, Inc.
2500 E. High Street
Suite 650
Pottstown, PA 19464
Phone: (610) 326-3100
Fax: (610) 326-9410

Section 1: Lighting Criteria

1. Illumination Levels

- a. Lighting, where required or permitted by Ordinance, shall have intensities and uniformity ratios in accordance with the current recommended practices of the Illuminating Engineering Society of North America (IESNA) as contained in the IESNA Lighting Handbook or separately in IESNA Recommended Practices.
- b. Future amendments to said recommended practices shall become a part of Township Outdoor Lighting Ordinance without further action of the Municipality.
- c. Examples of intensities for typical outdoor applications, as extracted from the IESNA Lighting Handbook, Ninth Edition, are presented in Table 1, below.

TABLE 1 – Examples of Intensities for Typical Outdoor Applications

Use/Task	Maintained Foot-candles	Uniformity Ratio
a.) Streets, <ul style="list-style-type: none"> Local, Commercial Streets, residential 	0.9 Avg. 0.4 Avg.	6:1 Avg./Min. 6:1 Avg./Min.
b.) Parking, Lots <ul style="list-style-type: none"> Basic Enhanced Security 	0.2 Min. 0.5 Min.	20:1 Max./Min 15:1 Max./Min
c.) Parking, Garages <ul style="list-style-type: none"> Basic Ramps, Day Ramps, Night Entrances, Day Entrances, Night Stairways 	1.0 Min. 2.0 Min. 1.0 Min. 50 Min. 1.0 Min. 2.0 Min.	10:1 Max./Min. 10:1 Max./Min. 10:1 Max./Min. 10:1 Max./Min. 10:1 Max./Min. 10:1 Max./Min.
d.) Sidewalks <ul style="list-style-type: none"> Commercial Residential 	1.0 Min. 0.2 Min.	4:1 Avg./Min. 4:1 Avg./Min.
e.) Building entrances, commercial, industrial, institutional	5.0 Avg.	-
f.) Service Station Pump Islands <ul style="list-style-type: none"> Dark Surrounding Light Surrounding 	5.0 Avg. 10.0 Avg.	- -
g.) Car Dealerships <ul style="list-style-type: none"> Front Row Other Rows 	20.0 Max. 10.0 Max	5:1 Max./Min. 10:1 Max./Min.

- Notes:
1. Illumination levels are maintained horizontal footcandles on the task, e.g., pavement or area surface.
 2. Uniformity ratios dictate that average illuminance values shall not exceed minimum values by more than the product of the minimum value and the specified ratio, e.g., for high activity commercial parking, the average illuminance shall not exceed 3.6 footcandles (0.9 x 4).

2. Lighting Fixture Design

- a. Fixtures shall be of a type and design appropriate to the lighting application and aesthetically acceptable to the Municipality.
- b. For lighting horizontal tasks such as roadways, sidewalks, paths, entrances, and parking areas, fixtures shall be aimed straight down, shall have flat lenses and shall meet IESNA full-cutoff criteria.
- c. The use of floodlighting, spotlighting, wall-mounted fixtures, internally illuminated decorative globes and spheres and other fixtures not meeting IESNA full-cutoff criteria, shall be permitted only with the approval of the Municipality, based upon acceptable justification and achievement of adequate glare control.
- d. When requested by the Municipality, fixtures shall be equipped with light directing and/or shielding devices such as shields, visors, skirts, or hoods to redirect offending light distribution and/or to reduce direct or reflect glare.
- e. For residential applications, fixtures with an aggregate per fixture output in excess of 1,000 lumens shall meet IESNA full-cutoff criteria.
- f. NEMA-head fixtures, a.k.a. “barn lights” or “dusk-to-dawn lights,” shall not be permitted where they are visible from other uses, unless fitted with a reflector or shield to render them full-cutoff.

3. Control of Nuisance and Disabling Glare

- a. All outdoor lighting, whether or not required by Township Ordinance, on private, residential, commercial, industrial, municipal, recreational, or institutional property; shall be aimed, located, designed, fitted, and maintained so as not to present a hazard to drivers or pedestrians by impairing their ability to safely traverse and so as not to create nuisance by projecting or reflecting objectionable light onto a neighboring use or property. All outdoor light fixtures shall be shielded in such a manner that no light is emitted above a horizontal plane passing through the lowest point of the light-emitting element, so that direct light emitted above the horizontal plane is eliminated.
- b. All outdoor lighting fixtures that light the area under outdoor canopies shall be shielded in such a manner that no light is emitted above a horizontal plane passing through the lowest point of the light-emitting element, so that direct light emitted above the horizontal plane is eliminated. Outdoor canopies include, but are not limited to, the following applications:
 - i. Fuel island canopies associated with service stations and convenience stores.
 - ii. Exterior canopies above storefronts in shopping centers and malls.
 - iii. Exterior canopies above driveways and building entrances.
 - iv. Pavilions and gazebos.
- c. Floodlights and spotlights, when specifically approved by the Municipality for use, shall be so installed or aimed that they do not project their output into the

windows of neighboring residences, adjacent uses, skyward or onto a public roadway or pedestrian way.

- d. Unless otherwise permitted by the appropriate officers or agents of the Municipality, e.g., for safety or security or businesses that operate all night, lighting for commercial, industrial, public recreational, and institutional applications shall be controlled by automatic switching devices such as time clocks or combination motion detectors and photocells, to permit extinguishing outdoor lighting fixtures between 10 P.M. and dawn, to reduce energy waste and mitigate nuisance glare and sky-lighting consequences.
- e. Lighting proposed for use after 10 P.M., or after normal hours of operation of a business, whichever is earlier, for commercial, industrial, institutional, or municipal application, shall be reduced by at least 50% from then until dawn, unless supporting a specific purpose and approved by the appropriate officers or agents of the Municipality.
- f. All illumination for advertising signs, building, and/or surrounding landscapes for decorative, advertising, or esthetic purposes is prohibited between 10 P.M. and sunrise, except that such lighting situated on the premises of a commercial establishment may remain illuminated while the establishment is actually open for business, and until one hour after closing.
- g. Flagpole lighting sources shall not exceed 10,000 lumens per flagpole.
- h. Vegetation screen shall not be employed to serve as the primary means for controlling glare. Rather, glare control shall be achieved primarily through the use of such means as cutoff fixtures, shields and baffles, and appropriate application of fixture mounting height, wattage, aiming angle, and fixture placement.
- i. In no case shall the illumination cast by a source or sources onto an adjacent residential property exceed 0.1 *vertical* foot-candle measured line-of-sight, from any point on the adjacent residential property.
- j. Externally illuminated signs and billboards shall be lighted by fixtures mounted at the top of the sign and aimed downward. Such lighting shall be automatically extinguished between the hours of 10 P.M. and dawn except as specifically approved by appropriate officers or agents of the Municipality for sign lighting on the premises of all-night commercial operations. All such fixtures shall be so designed or fitted to concentrate the light output onto and not beyond the sign or billboard.
- k. Except as specifically approved by appropriate officers or agents of the Municipality, fixtures meeting IESNA full-cutoff criteria shall not be mounted in excess of twenty (20) feet above finished grade. Fixture not meeting IESNA "cutoff" criteria, when specifically approved by appropriate officers or agents of the Municipality, shall not be mounted in excess of sixteen (16) feet above grade.

1. Directional fixtures, e.g., floodlights or spotlights, for such applications as façade, fountain, feature, recreational, and landscape illumination shall be aimed so as not to project their output beyond the objects intended to be illuminated, and shall be extinguished between the hours of 10 P.M. and dawn.
 - m. The use of white strobe lighting for tall structures such as smokestacks, chimneys, and radio/communications/television towers is prohibited during hours of darkness, except as specifically required by FAA.
4. Installation
- a. Electrical feeds for fixtures mounted on poles shall be run underground, not overhead.
 - b. Poles supporting lighting fixtures for the illumination of parking areas and located directly behind parking spaces, shall be placed a minimum of five (5) feet outside paved area, curbing or tire stops, or on concrete pedestals at least thirty (30) inches high above the pavement, or suitably protected by other approved means.
 - c. Lighting fixtures shall not be mounted in excess of 20 feet above grade.
5. Maintenance
- a. Lighting fixtures and ancillary equipment shall be maintained so as always to meet the requirements of the Township Outdoor Lighting Ordinance.

Section 2: Wiring and Conduit Specifications

The general approach in this Specification is to specify equipment and wiring techniques familiar to Township personnel for the purposes of reduced hardware inventories and minimal overall installation cost.

Utility service applications must be filed for the locations specific to a particular job. Should there be any discrepancies between planned and actual locations for stub ups, install units at actual locations and coordinate with Township engineering.

Power wiring shall be #6 Type USE copper cable. The equipment grounding conductor shall be #10 Type USE copper cable. Power wiring and the equipment grounding conductor shall be run in two inch (2") Rigid Non-metallic Conduit (PVC Schedule 80).

Service connections at Township street lighting poles shall be made in "PC" Style Gasketed boxes manufactured by Quazite Composolite, catalog number PC1118BA. Box covers measuring 11 ½ x 18 ½ inches shall be distinctively marked "Street Lighting." Bolts shall be 3/8-16 stainless steel Penta Head Bolts.

PECO terminations shall be made in Level Buried Cable Enclosures manufactured by Pencil Option Systems, catalog number PE-14HDX, flush mounted with finish grade. Box covers measuring 14 x 19 inches shall be distinctively marked "Power Feed." Bolts shall be 3/8-16 stainless steel Penta Head Bolts.

Service wire from junction boxes to street lights shall be installed in one inch (1") Rigid Non-metallic Conduit (PVC Schedule 40). Power wiring shall be #10 Type USE copper cable. The equipment grounding conductor run from the ground lug in the pole to the ground lug in the junction box shall be #10 Type USE copper cable. An extra 24 inches of slack wire shall be coiled and left in all junction boxes, interconnecting and pole service wire included. An extra 12 inches of slack wire shall be left in the luminaires' fixture head and coiled in the bottom of the luminaire.

UL listed in line fuse systems for each street light are required. System shall include two (2) Buss Type HEB fuse holders and four (4) 15 AMP in line fuses. Both supply and return power wires feeding the luminaires shall be fused at both the junction box and at the fixture. All luminaires shall be purchased with built in internal fuses. Fixtures shall be manufactured by American Electric Lighting, catalog number 247-10S XH 240 R3 AY DF.

Rubber insulated boots shall be installed on all fuse holders.

Fuses shall be crimped in place with heat shrunk insulation rather than taped.

All conduit joints shall be purple primed and glued.

The entire assembly shall be UL listed for the application, certificates certifying UL listing shall be provided.

There shall be no deviations to the installation techniques described above, without the prior, written approval from the Municipal Street Lighting Engineer and the Montgomery Township Department of Public Works.

Section 3: Conduit & Service Box Installation

The Developer shall arrange for the coordinated inspection of the Municipal Street Lighting Engineer and an authorized Montgomery Township Electrical Underwriter for the underground conduit, junction box, and pole base installation of the street lighting system. The Montgomery Township Lighting Engineer (Traffic Planning and Design, Inc.) can be reached by phone at (610) 326-3100. A listing of the approved Electrical Underwriter Inspection agencies is obtainable at the Township Code Enforcement Office.

Fort-eight (48) hours notification is required for Montgomery Township Public Works Department and the Municipal Lighting Engineer and the Inspection Agency to allow for coordinated inspection activities of conduit installation and backfill. The approval of all is required for the installation to proceed.

Trenching shall be to a depth that will provide at least 24" of cover to the 2" schedule 80 PVC conduit. Underground electrical warning tape shall be used on top of the 6" conduit cover (see attached specifications).

Installation of Quazite/Pencell service boxes shall be provided with a minimum of 18 inches of #2 Clean Stone below such service box, along with an 18 inch deep, J-M Pipe, four (4) inch nominal diameter, perforated, poly vinyl chloride (PVC) sewer pipe with holes, or approved equivalent. The pipe shall extend three (3) inches above stone, in order to draw off surface water. Pipe shall meet or exceed ASTM D2729, latest revision. All conduit in junction boxes must extend six (6) inches above stone level.

Complete backfill with clean backfill material.

It is imperative that the Developer coordinate inspection activities with the Municipal Lighting Engineer and the Inspection Agency at each phase of the installation. A successful job depends on the mutual agreement that both parties approve of the installation as meeting all Township and current National Electric Code Requirements.

Section 4: Luminaire Specifications

Luminaires shall be designed by American Electric Lighting, American Revolution luminaire, Catalog Number 247-10S XH 240 R3 AY DF for 100 Watt High Pressure Sodium lamp with 240 Volt operation. Ballast shall be factory pre-wired and suitable for operation in temperature to -20 degrees Fahrenheit. Luminaire shall have cast aluminum housing and canopy. All luminaires shall be equipped with Precision Model ECDV-AP-TD photo-electric control. Luminaire shall be designed with colonial styling, using two piece die cast housing consisting of a lower tenon adapter for up to three (3) inch O.D. pipe and die cast housing. The luminaire shall be equipped with four acrylic lenses designed to provide an I.E.S. Type III distribution. The unit shall be painted black in a four step powder coat epoxy process. The unit shall include an injection molded thermoplastic photoelectric control receptacle for rugged service.

The ballast shall be 240 Volt, 100 Watt, lag auto coupled with two starting aid that does not require connection to a "tap" on the ballast for generating a high voltage pulse that meets current ANSI guidelines.

NOTE: All wiring connections to fixtures must provide no less than 12" slack for ease of head removal for future maintenance.

Section 5: Pole Specifications

Poles shall be laminated wood posts treated with pentachlorophenol in light hydro-carbon solvents of Douglas Fir or Hemlock. All lumber to be kiln dried before surfacing and bonding. Poles to be designed to resist 77 MPH steady winds. Poles to be similar or equivalent to J.H. Baxter & Co. 12PV for 12'-0" poles. Poles to use metal base plate for installation to concrete foundation. Install colonial fixtures on side mounted torch tenon 18" bracket by J.H. Baxter & Co. Catalog Number W25 or equivalent. See accompanying sketches.

Section 6: Marking Tape

Provide and install six (6) inches above the buried electrical conduit a high quality pigmented polyethylene film with the following printed message on one side:

“CAUTION – ELECTRICAL LINE BURIED BELOW.”

The tape shall be as follows:

1. Composition	Polyethylene
2. Thickness	4.0 mil nominal
3. Width	3.0 inches
4. *Tensile Strength	8.5 lbs./inch + 2,100 PSI
5. *Elongation MD	430.0%
6. Color	Red

*Three (3) Inch Tensile: The maximum amount of weight that a three inch wide sample of material can lift without breaking.

*Three (3) Inch Elongation: The percentage of the original length that a material can stretch without breaking.

Manufacturer shall be Allen Systems, or equal.

NOTE: All marking tape must be RED in color. Should this color not be available, DO NOT install any other color tape without the expressed written permission of the Montgomery Township Public Works Department.

Section 7: Connection Specifications

All terminations shall require a terminal device which allows for one conductor under termination point, preferably with a manual connection.

Section 8: Inspection and Commissioning Process Steps

Upon completion of the street lighting installation, the Developer or his designated representative shall notify the Municipal Street Lighting Engineer by letter and must include a copy of the Electrical Underwriter's Certificate for the project. Upon receipt of both letter and certificate, the project will be inspected to check for conformity with the municipal specifications previously provided. Developer will be notified if specifications are not met. Electrical Underwriter's Inspection Certificate shall specifically state, in writing, the Electrical Underwriter's inspection and acceptance of:

- 1. All underground conduit and wire has been observed and inspected to be in conformance with the current National Electric Code.**
- 2. All connections and terminations have been observed and inspected to be in conformance with the current National Electric Code.**
- 3. All equipment has been observed and found to be U.L. listed and accepted.**
- 4. The specific number of luminaires and the locations which were observed and inspected.**

Electrical connection for street lighting under Rate SLE is only available to municipalities and such request for connection shall be made only by Municipal Street Lighting Engineer. Municipality shall request connection by local utility, but Developer is responsible for all utility service connection charges. Such charges shall be deducted from Developers' escrow accounts held by Municipality.

When street lights are operable, municipality will bill Developer for electrical service provided, since utility will bill Municipality directly for same. Such Developer payments will continue until dedication has been completed.

Developer shall provide a system warranty for 18 months after development dedication and the beginning of the maintenance period.

Section 9: Fiberglass Base Cover Specifications

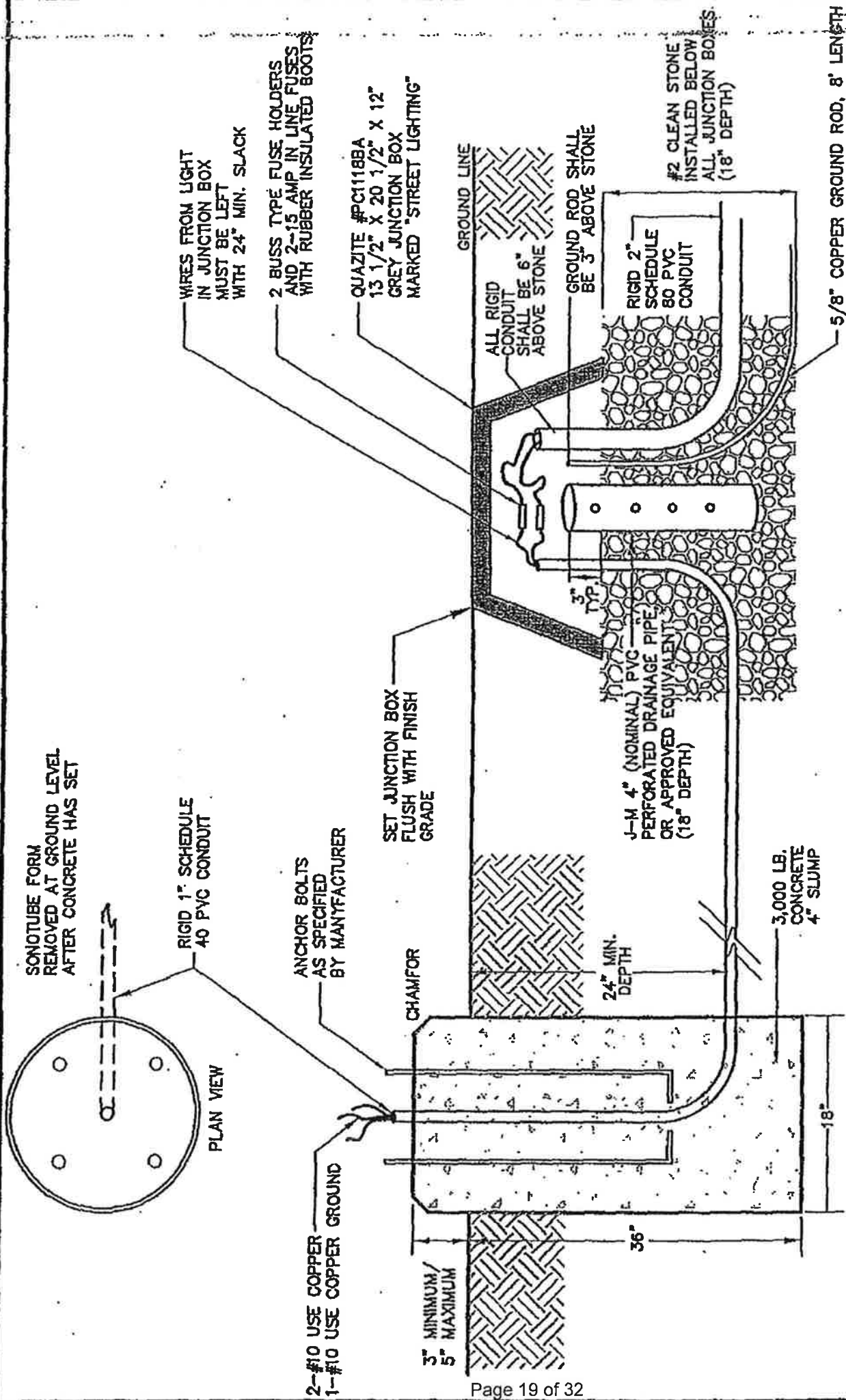
Pole base covers shall be similar or equal to Acuity Brands Lighting catalog number SSWDB FBC RECT 5.25 X 5.25 JMA 1674 DBL and shall be two piece interlocking ABS plastic. Base cover shall be black in color and manufactured to permit complete covering of the base plate cover, which is made to support the standard decorative wood pole manufactured by J.H. Baxter & Co. Height of supplied base cover to be five (5) inches.

Section 10: Street Lighting System Warranty

The Developer shall warrant all parts and associated labor for the Street Lighting System for a period of eighteen (18) months beginning from the date of Development dedication. **In addition, the Developer shall provide the Township with one full street light setup which shall consist of a pole, head, arm, lamp, photocell, mounting bracket, and fixture complete for every fifteen (15) street lights and one for every ten (10) street lights thereafter.** The Developer shall continue to provide maintenance service and pay for energy use until the Street Lighting System is accepted by and deeded to the Municipality.

NOTE: As-built street lighting plans must be provided by the developer to the Municipal Street Lighting Engineer prior to any dedication acceptance. Two sets of approved as-built drawings shall be provided to the Township Public Works Department.

Section 11: Drawings



NOTE:
LAY GROUND ROD IN TRENCH
30" DEEP. ANGLE OF GROUND
ROD SHALL NOT EXCEED 45°.

NOT TO SCALE

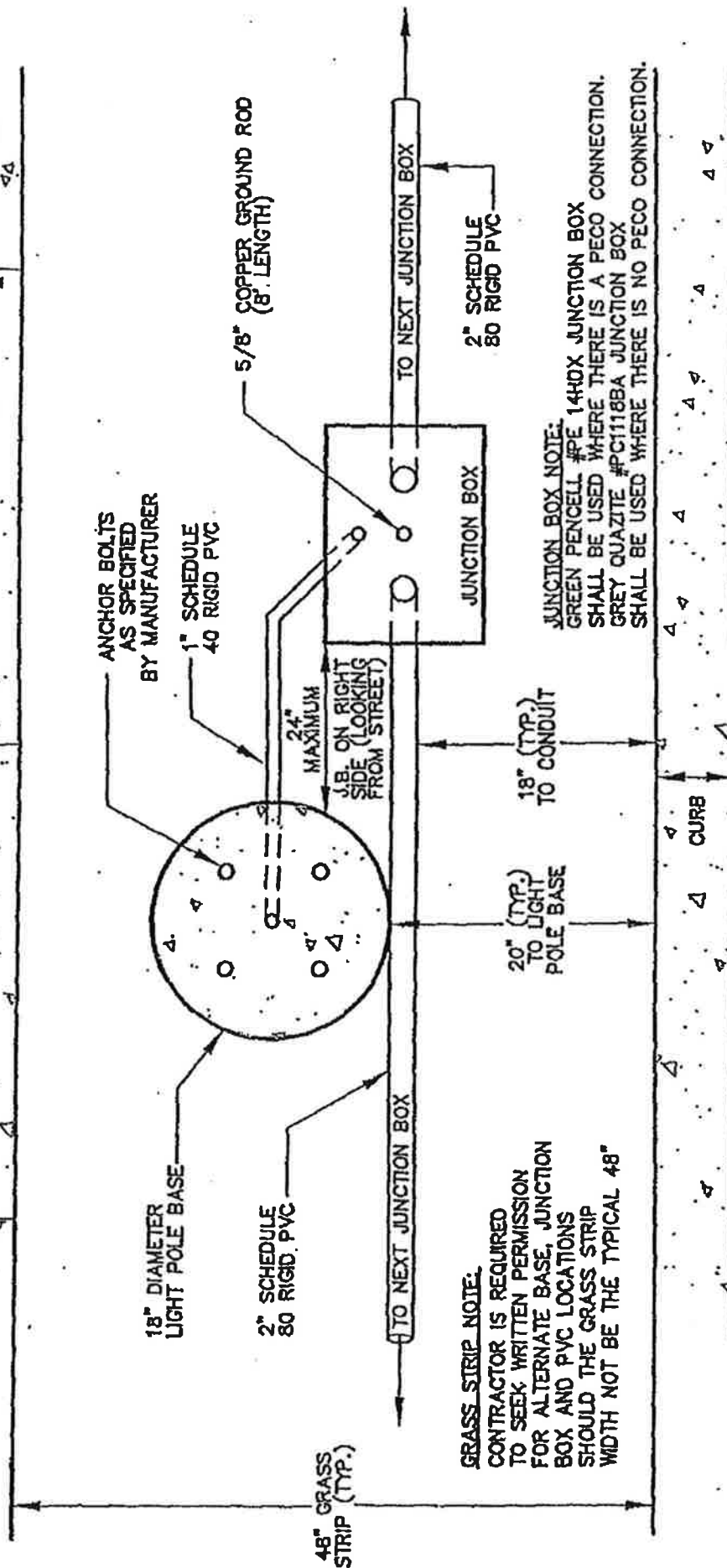
TYPICAL DETAIL: BASE & JUNCTION BOX
(NO PECO SERVICE)

MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

JUNE 2004

PLAN VIEW

SIDEWALK
(NO PVC PERMITTED UNDER SIDEWALK)



TYPICAL DETAIL: BASE/CONDUIT/JUNCTION BOX INTERCONNECTION
MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

OCTOBER 2003

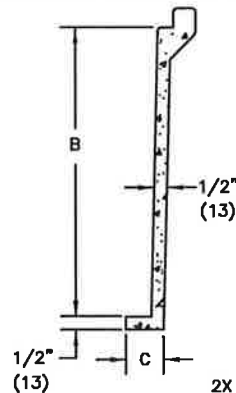
SPECIFICATIONS/DATA

11" x 18" PC Style (Stackable) Assembly

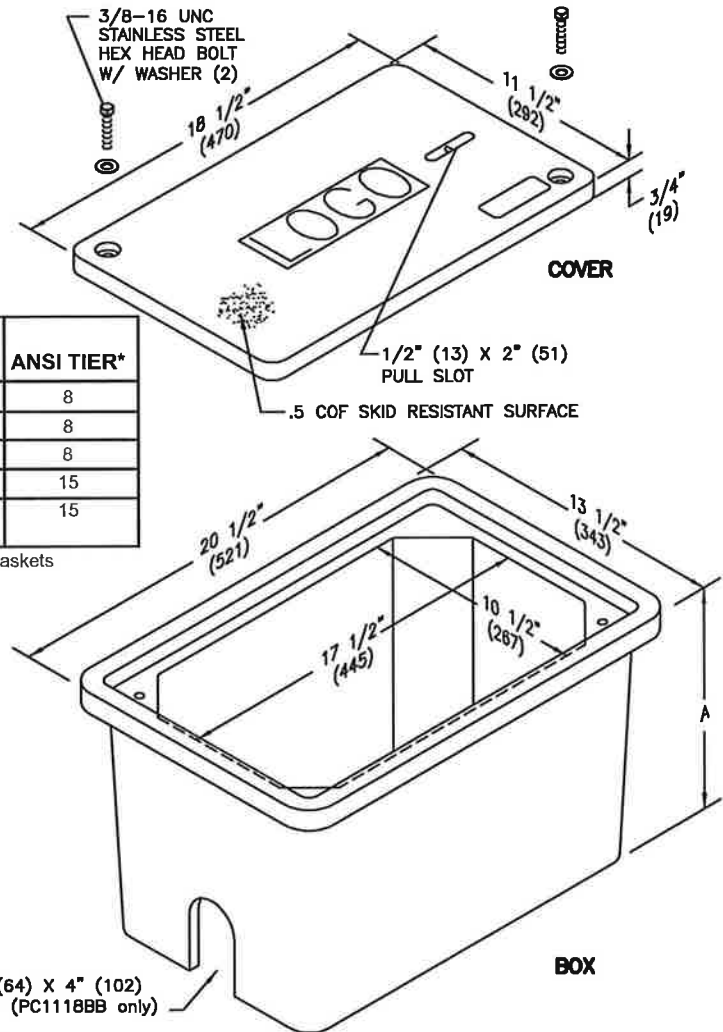
Covers (Blank unless logo is specified)

DESCRIPTION	PART NO.	WEIGHT #	DESIGN/TEST LOAD #	ANSI TIER*
W/2 Bolts	PC1118CA00	13 (5.9 kg)	8,000 / 12,000	8
Gasketed w/4 Bolts	PC1118CG00	13 (5.9 kg)	8,000 / 12,000	8
No Bolts	PC1118WA00	13 (5.9 kg)	8,000 / 12,000	8
Heavy Duty w/2 Bolts	PC1118HA00	13 (5.9 kg)	15,000 / 22,500	15
Gasketed Heavy Duty w/4 Bolts	PC1118HG00	13 (5.9 kg)	15,000 / 22,500	15

* Gasketed covers and bolt grommets must be used with a gasketed box. Gaskets reduce the inflow of fluids but do not make the enclosure water tight.



2X 2 1/2" (64) X 4" (102)
MOUSEHOLES (PC1118BB only)



Boxes (Stackable with self-aligning, replaceable EZ-Nut)

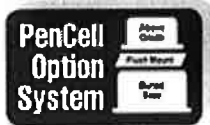
DESCRIPTION	PART NO.	WEIGHT #	DIMENSION A	DIMENSION B	DIMENSION C	DESIGN/TEST LOAD #	ANSI TIER*
Open Bottom	PC1118BA12	37 (16.8 kg)	12" (304.8 mm)	11 1/4" (286 mm)	N/A	15,000 / 22,500	15
	PC1118BA18	53 (24.0 kg)	18" (457 mm)	17 1/4" (438 mm)	N/A	15,000 / 22,500	15
Open Bottom w/ Gasket	PC1118BG12	37 (16.8 kg)	12" (304.8 mm)	11 1/4" (286 mm)	N/A	15,000 / 22,500	15
	PC1118BG18	53 (24.0 kg)	18" (457 mm)	17 1/4" (438 mm)	N/A	15,000 / 22,500	15
Open Bottom w/ 2 Mouseholes	PC1118BB12	36 (16.3 kg)	12" (304.8 mm)	11 1/4" (286 mm)	N/A	15,000 / 22,500	15
	PC1118BB18	52 (23.6 kg)	18" (457 mm)	17 1/4" (438 mm)	N/A	15,000 / 22,500	15
Solid Bottom	PC1118DA12	45 (20.4 kg)	12 1/2" (317.5 mm)	11 1/4" (286 mm)	N/A	15,000 / 22,500	15
	PC1118DA18	60 (27.2 kg)	18 1/2" (470 mm)	17 1/4" (438 mm)	N/A	15,000 / 22,500	15
Solid Bottom w/ Gasket	PC1118DG12	45 (20.4 kg)	12 1/2" (317.5 mm)	11 1/4" (286 mm)	N/A	15,000 / 22,500	15
	PC1118DG18	60 (27.2 kg)	18 1/2" (470 mm)	17 1/4" (438 mm)	N/A	15,000 / 22,500	15
Footed Box	PC1118JA12	37 (16.8 kg)	12 1/2" (317.5 mm)	11 1/4" (286 mm)	1 1/2" (38 mm)	15,000 / 22,500	15
	PC1118JA18	56 (25.4 kg)	18 1/2" (470 mm)	17 1/4" (438 mm)	1 1/2" (38 mm)	15,000 / 22,500	15

Dimensions & weights in parentheses are metric equivalent.

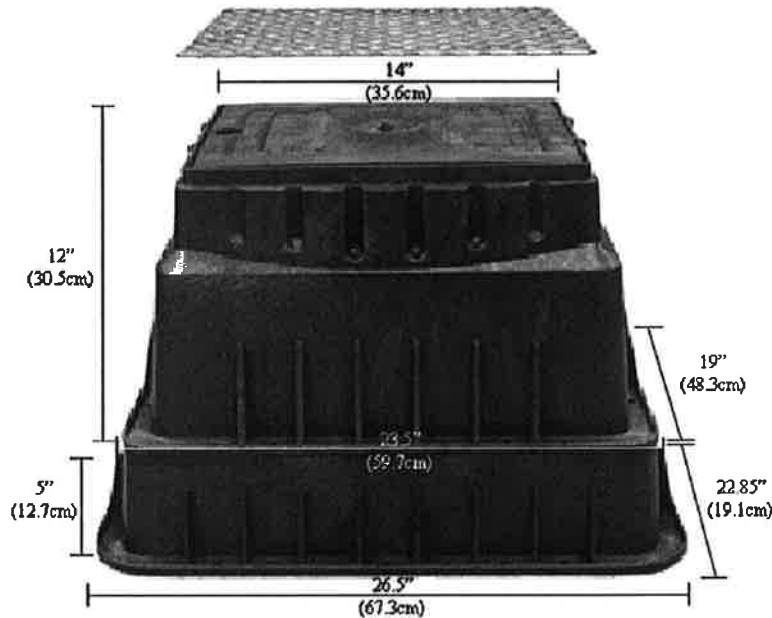
* Loadings comply with ANSI/SCTE 77 (see page 9).



“POWER FEED” JUNCTION BOX (WITH PECO SERVICE)



PE-14 • Grade Level Buried Cable Enclosure



Description

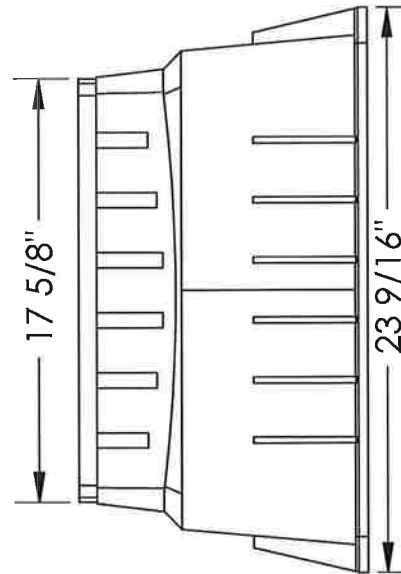
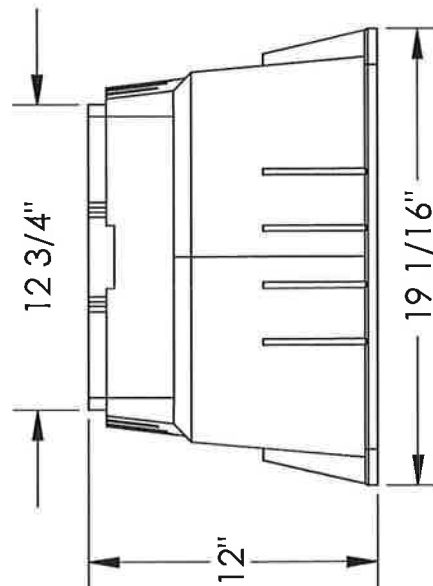
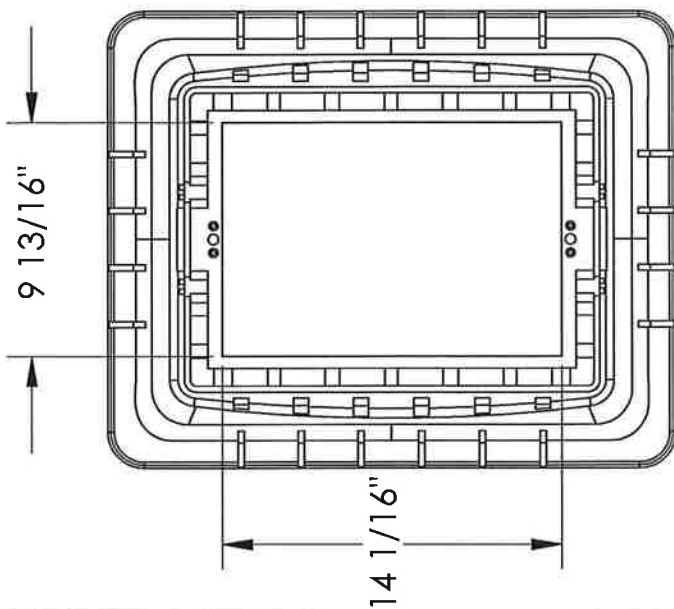
This unit is molded of high density polyethylene. Flange around base prevents frost heaving or tilting. Units can be nested for a minimum amount of warehouse storage space. Units offered in green.

Identification

(Electric, CATV, Telephone, GRD Test, Water, Irrigation, Communications) Custom logos available - contact factory or agent


Ordering Info

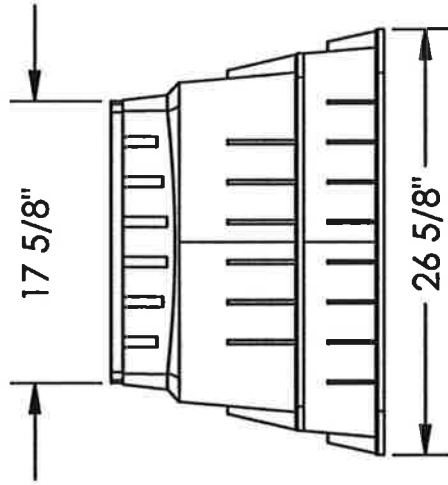
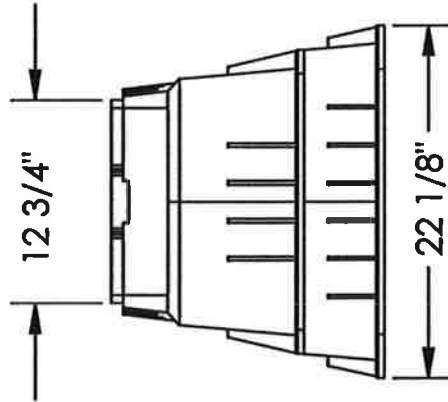
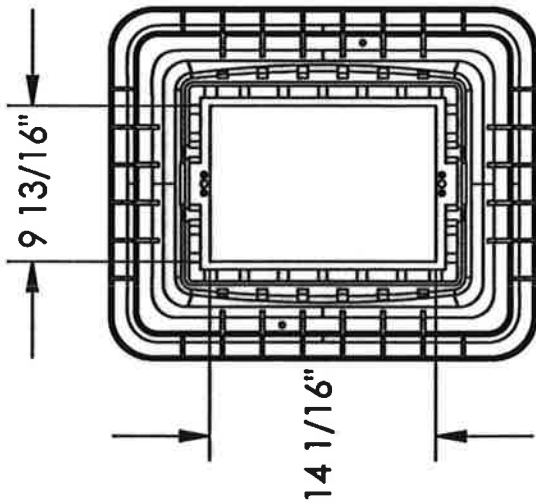
To order complete units	To order separate parts:
PE-14HD - Enclosure with high density polyethylene lid	PE-14-5 - 5 inch lower extension
PE-14HD-5 - Enclosure with plastic lid and 5 inch lower extension	PE-14-GS - High density polyethylene enclosure base
PE-14U - Enclosure with steel lid	PE-14-PL - High density polyethylene lid
	PE-14-SL - 3/16 diamond plate steel, hot dipped galvanized
To order specify the following options:	Order example:
(Allen type)-	PE-14HD-5 - Enclosure with plastic lid and 5 inch lower extension
(B)- Button Head Bolt	
(G) - Ground Lug	
(H)- Hex Head Bolt	
(X)- 3/6-16 Penta Head Bolt	



PROPRIETARY AND CONFIDENTIAL

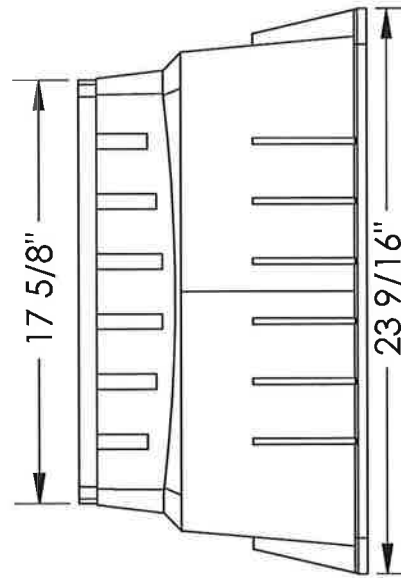
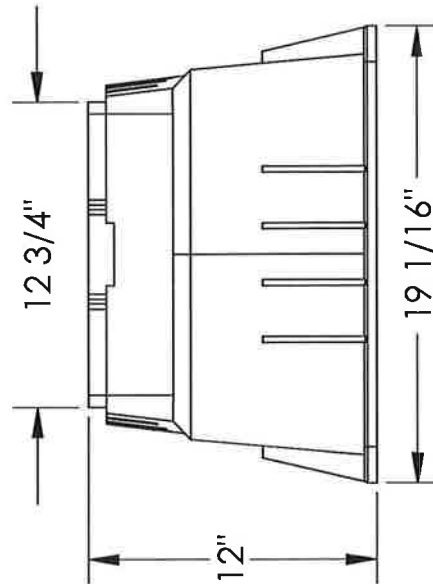
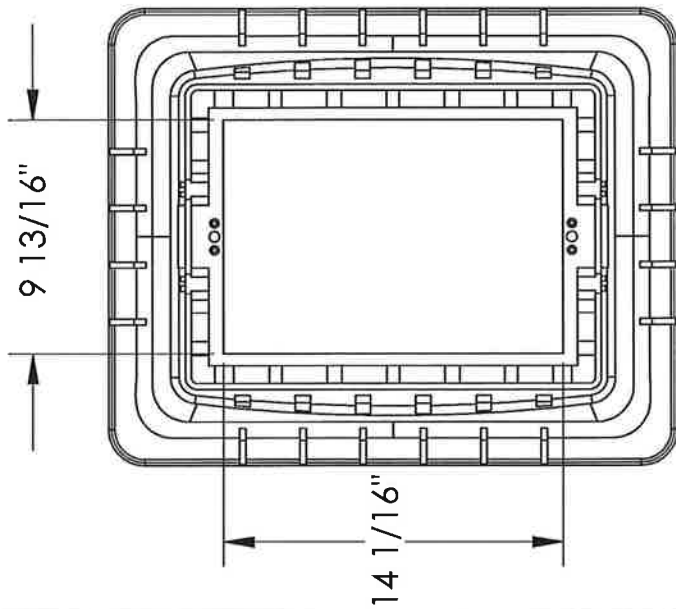
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		SIZE	A		SCALE: 1:8	WEIGHT:	SHEET 1 OF 1
		REV.					
DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ± ANGULAR: MACH ± TWO PLACE DECIMAL ±0.015 THREE PLACE DECIMAL ±		DRAWN	NAME	DATE	COMMENTS: NEXT ASSY USED ON APPLICATION		
CHECKED	R Hudlow						
ENG APPR.							
MFG APPR.							
Q.A.							
MATERIAL		FINISH					




PROPRIETARY AND CONFIDENTIAL
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THE WRITTEN PERMISSION OF
 Pen Cell Plastics Inc. **IS PROHIBITED.**

		NAME		DATE	
		R Hudlow			
DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ± ANGULAR: MACH ± TWO PLACE DECIMAL ±0.015 THREE PLACE DECIMAL ±		DRAWN	CHECKED	ENG APPR.	MFG APPR.
MATERIAL FINISH		Q.A.		COMMENTS:	
NEXT ASSY	USED ON	APPLICATION			
SIZE A		SCALE: 1:12		WEIGHT:	
REV. PE-14HD-5		SHEET 1 OF 1			



PROPRIETARY AND CONFIDENTIAL

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				NAME	DATE
				R Hudlow	
DRAWN		CHECKED	ENG APPR.	MFG APPR.	Q.A.
DIMENSIONS ARE IN INCHES		TOLERANCES:			
FRACTIONAL: ±		BEND ±			
ANGULAR: MACH ±		±0.015			
TWO PLACE DECIMAL		±			
THREE PLACE DECIMAL		±			
MATERIAL		COMMENTS:			
FINISH					
NEXT ASSY	USED ON				
APPLICATION					
SIZE	A	PE-14U		SCALE: 1:8	WEIGHT:
REV.				SHEET 1 OF 1	



Consistent with LEED® goals
& Green Globes™ criteria
for light pollution reduction

American Revolution

Series 247 and 247 Cutoff

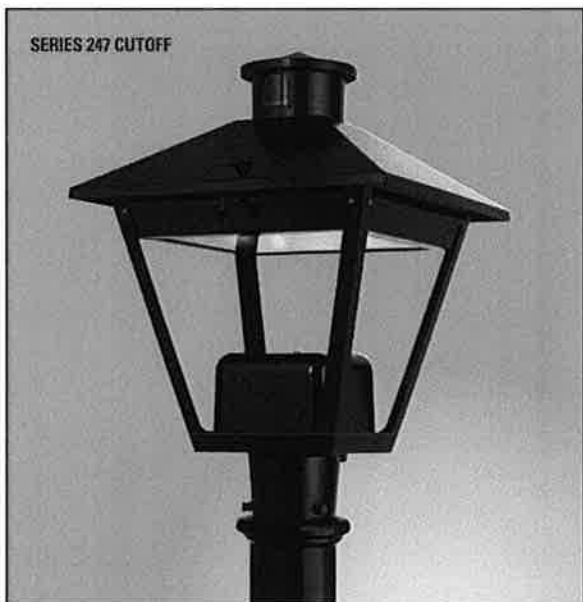
50-150W HPS, 100-175W MH

PRODUCT OVERVIEW

SERIES 247



SERIES 247 CUTOFF



PREFERRED SELECTION CATALOG NUMBERS

Series 247

247 10S RN 120 R3 AY

247 15S RN 120 R3 AY

247 10S RN 120 R5 AY

247 15S RN 120 R5 AY

Series 247 Cutoff

247 10S RN 120 R2 FC TL

247 10M XN MT1 R2 FC TL

Features:

Die-cast aluminum housing and hood for long-life performance

Die-cast trigger latch (TL) option available for easy access to internal components

Optical assembly designed for maximum performance

Hinged hood and captive screw provision afford quick, easy access to electrical and optical area for relamping or servicing

Slipfitter with three set screws allows secure installation to pole sizes 2-3/8" or 3" O.D.

E39 mogul base socket standard

All electrical components warranted by American Electric Lighting's 6-year guarantee

Complies with ANSI: C136.2, C136.10, C136.15, C136.31 (regular only), C136.16 (FC only)

Suitable for -30°C MH & / -40°C HPS

Full cutoff version is "Nighttime Friendly™"

Applications:

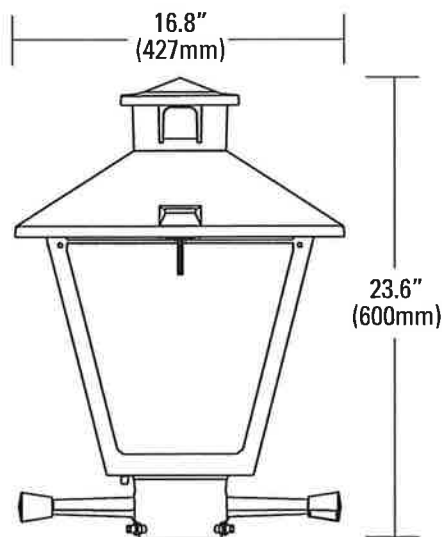
Streetscapes

Walkways

Pathways

Parks

DIMENSIONS



Effective Projected Area (EPA)

The EPA for the American Revolution Series 247 is 1.6 sq. ft.
Approx. Wt. = 36 lbs.

American Revolution

Series 247 and 247 Cutoff

50-150W HPS, 100-175W MH

ORDERING INFORMATION

Example: 247 15S RN 120 R5 AY EC

Series	Wattage / Source		Ballast	Voltage	Distribution
247 American Revolution Post Top	05	50W	S	HPS	R2 Type II
	07	70W	M	MH ²	R3 Type III
	10	100W			R5 Type V ³
	15	150W			RV Type V ⁴
	17	175W ¹			
See ballast matrix for EISA compliant options			RN Reactor Normal Power Factor	120 120V	Optics AY Acrylic PY Polycarbonate FC Full Cutoff ⁵
			RH Reactor High Power Factor	208 208V	
			XN High Reactance / Lag Normal Power Factor	240 240V	
			XH High Reactance / Lag High Power Factor	277 277V	
			CA CWA ²	347 347V	
			CT CWI	480 480V	
			SC SCWA	MT1 Multi-tap Wired 120V	
				MT2 Multi-tap Wired 240V	
				MT7 Multi-tap Wired 277V	
				TT3 Tri-tap Wired 347V	
				DT2 Dual Tap 120/240 Wired 240V	

Options

Paint⁶

(blank)	Black (standard)
BZ	Bronze
DDB	Dark Bronze
GY	Gray
WH	White

Terminal Block

(blank)	Terminal Block (standard)
T2	Wired to L1 & L2 Position
T3	3 Wire Operation (L1, N, L2 Position)

Listing

UL	UL Listed
CS	CSA Certified

Fusing⁹

SF	Single Fuse (120, 277, 347V)
DF	Double Fuse (208, 240, 480V)

Photocontrol Receptacle

(blank)	NEMA Photocontrol Receptacle (standard)
NR	No Photocontrol Receptacle ⁹

Lamp

LC	Lamp Included, Clear
LD	Lamp Included, Deluxe/Coated

Starter¹⁰

(blank)	Open Board (standard)
EC	Encapsulated Plug-in
OP	Open Plug-in

Misc.

PC	Photocontrol Included per Voltage Specified ⁹
SH	Shorting Cap ⁹
SS	Stainless Steel Hardware
NL	NEMA Label (2x2)
HS	House Side Shield ¹¹
TL	Tool-less Entry
LDR	Ladder Rest ¹²

Notes:

- When ordered with metal halide, these wattages do not comply with California Title 20 regulations.
- Four white panels
- Four clear panels
- Other colors available, please contact your local American Electric Lighting representative
- PC and SH not available with NR option
- HPS only
- CA ballast is not available with 175W - 400W metal halide in the U.S.; must use SC
- T3 option only available with 240, 480, DT2, DT4, MT2
- Acrylic only
- Not available in MT, TT, DT voltages; voids UL listing
- Nighttime Friendly™ optic; R2 distribution only
- Ships with unit, field installed

BALLAST MATRIX

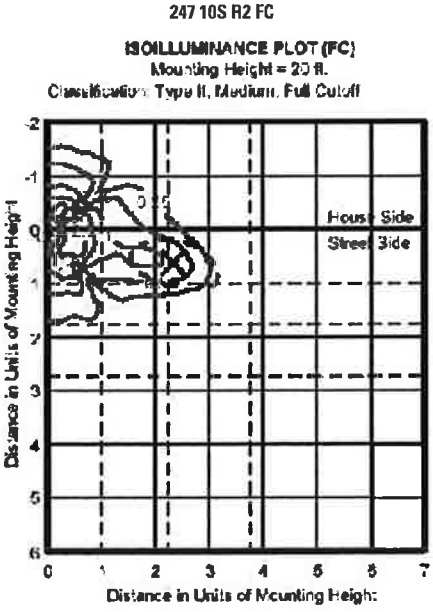
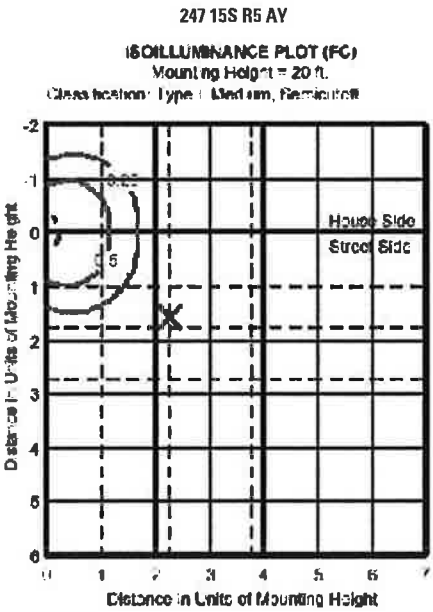
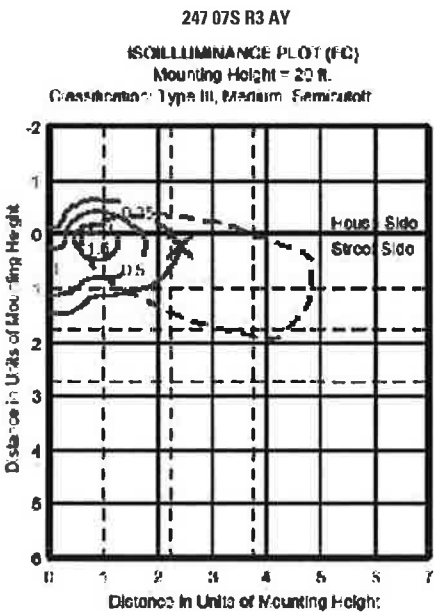
Series 247

Watts	120	208	240	277	347	480	DT2
05S	RH, RN	-	-	-	-	-	-
07S	CA, MB, RH, RN, XH, XN	CA, XH, XN	CA, MB, XH, XN	CA, XH, XN	-	-	CA, MB, XH, XN
10S	CA, CT, MB, RH, RN, XH, XN	CA, CT, XH, XN	CA, CT, MB, XH, XN	CA, CT, XH, XN	-	CA	MB, XH, XN
10M	CA, XH, XN	XH, XN	XH, XN	CA, XH, XN	XH, XN	XH, XN	CA, XH, XN
13S	RN	-	-	-	-	-	-
14S	RN	-	-	-	-	-	-
15S	CA, CT, RH, RN, XH, XN	CA, CT, XH, XN	CA, CT, XH, XN	CA, CT, XH, XN	XH, XN	CA	CA, CT, XH, XN
15M	XH, XN	XH, XN	XH, XN	XH, XN	-	-	-
ⓔ 17M	SC	SC	SC	SC	-	-	SC

Series 247 continued

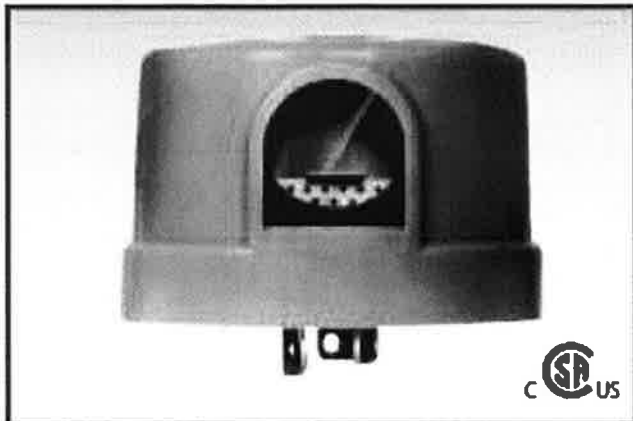
Watts	MT1	MT2	MT7	TT3
05S	-	-	-	-
07S	CA, XH, XN	CA, XH, XN	CA, XH, XN	-
10S	CA, CT, XH, XN	CA, CT, XH, XN	CA, CT, XH, XN	-
10M	CA, XH, XN	CA, XH, XN	CA, XH, XN	XH, XN
13S	-	-	-	-
14S	-	-	-	-
15S	CA, CT, XH, XN	CA, CT, XH, XN	CA, CT, XH, XN	XH, XN
15M	-	-	-	-
ⓔ 17M	SC	SC	SC	-

PHOTOMETRICS



× Maximum Intensity
--- 1/2 Maximum Intensity

Locking-Type Photo Controls (120 - 285 Volts)



Locking-Type Photo Controls-Delayed Response Thermal Series

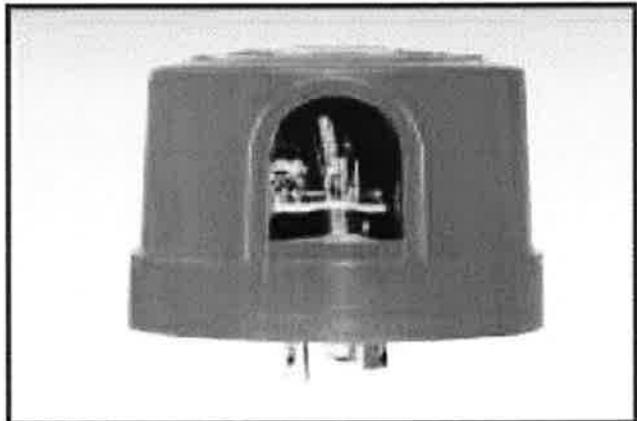
Built-in time delay prevents false cycling caused by lightning flashes or stray headlights.

Meets ANSI utility standards.

Specifications	
Housing:	UV stabilized high-impact polypropylene.
Sensor:	1/2" cadmium sulfide light sensitive element.
Turn-on:	1 to 3 foot-candles.
Turn-on/ Turn-off Ratio:	1:3.
Switch Type:	Single-pole, single-throw. Contact position at night normally closed.
Time Delay:	Minimum 15 seconds.
Temperature Range:	-40° to 170° F.
Power Consumption:	1.1 watts average at 120 VAC.
Rated Life:	5,000 operations minimum at rated load.
Surge Protection:	MOV (Metal Oxide Varistor). 320 joule rating. Add suffix "MOV"
Dimensions:	3.07" diameter, 2.15" high.

Standard Series with Surface Passivated Cell

Model	Voltage	Rating
P2275	120	1800 VA
P68275	208-277	1800 VA
P7275	480	1800 VA
LM347	347	1800 VA
LM600	600	1800 VA



Electronic Utility-Grade Series State-of-the-Art Electronic Design

1 to 1.5 on/off ratio for maximum energy savings.

Meets or exceeds Ansi C136:10 & UL773

Specifications	
Housing:	UV stabilized high-impact polypropylene.
Sensor:	Sealed Silicon Sensor
Turn-on:	1.5 foot-candles on.
Turn-on/ Turn-off Ratio:	1:3
Switch Type:	Single-pole, single-throw. Contact position at night normally closed.
Time Delay:	3-5 seconds
Temperature Range:	-40° to 170° F.
Power Consumption:	Less than 1 watt per day.
Rated Life:	5,000 operations minimum at rated load.
Surge Protection:	320 Joule MOV (Metal Oxide Varistor).
Base:	125°C High Temp.

Model	Voltage	Rating
EC120-AP-TD	120 V	1800 VA
EC240-AP-TD	240 V	1800 VA
ECDV-AP-TD	105-285 V	1800 VA dual voltage

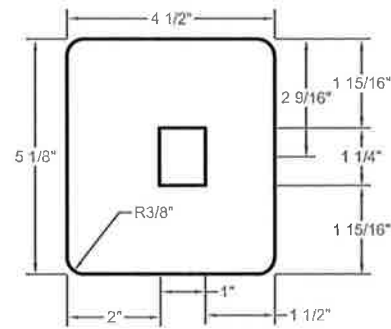
Housings are color-coded per ansi spec

120 V = Grey

208-277 V = Maroon

105-285 V = Blue

Photo-Timer = Green (ESC-124DS)



SCALE: 3" = 1'

Specifications

1.0 General: Timber Wood Lighting Standards shall be of materials, sizes, styles, patterns and fabrication as specified herein and as shown on JH Baxter detail drawings.

2.0 Lumber: Coast region Douglas fir only. L1 laminating grade for strength and appearance is used for manufacturing. Construction grade on all exposed wide faces. Grades are described in current WCLIB Grading Rules.

3.0 Laminating Requirements: Light Standards shall be laminated with adhesives meeting or exceeding the exterior durability performance requirements of most recent revision of U.S. Commercial Standard ANSI / AITC A190.1-1983.

4.0 Surface Finish, Appearance & Tolerance: Open defects such as knot holes exceeding 1/2" in diameter or wane exceeding 1/4" x 12" shall be filled with woodfiller. Sides shall be surfaced four faces with edges eased to 3/8" radius. Tolerances shall be from +0 to -1/8" for width and thickness and +/- 1/4" in length.

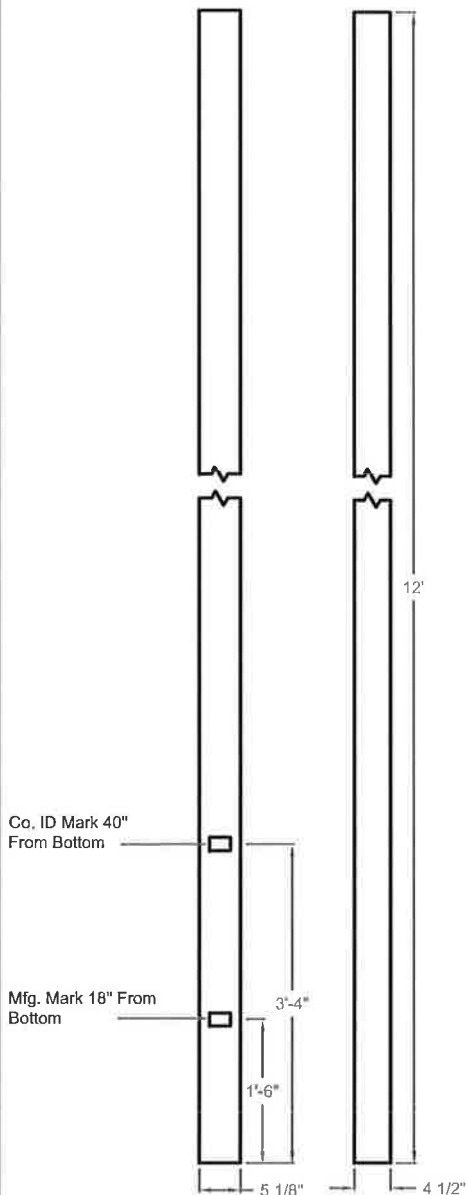
5.0 Preservative Treatment: Standards will be treated with 6% pentachlorophenol borne in light hydrocarbon solvent in conformance with AWPA Standards to a minimum net retention of 0.30 pounds per cubic foot of penta.

6.0 Trademark: Each standard shall be branded to indicate Manufacturer-Month-Year at 18" above intended ground line.

7.0 Wrapping: Lighting standards will be individually wrapped.

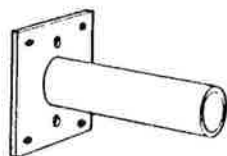
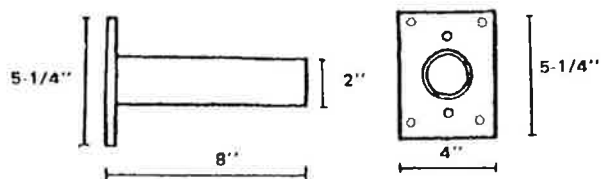
8.0 Embedment: As required by local codes and soil conditions. Designed by others. Refer to form no. SL-1281 for recommendations.

9.0 Top Protection: Metal cap must be installed unless fixture is top mounted.



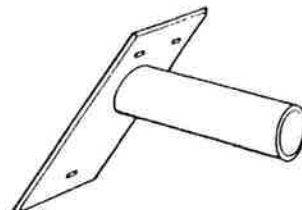
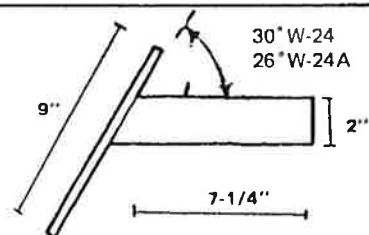
Pole Details

SCALE: 1/2" = 1'



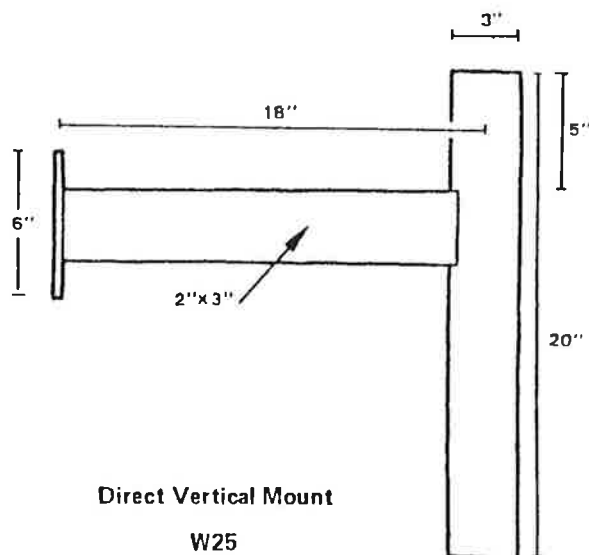
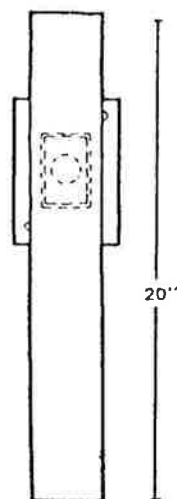
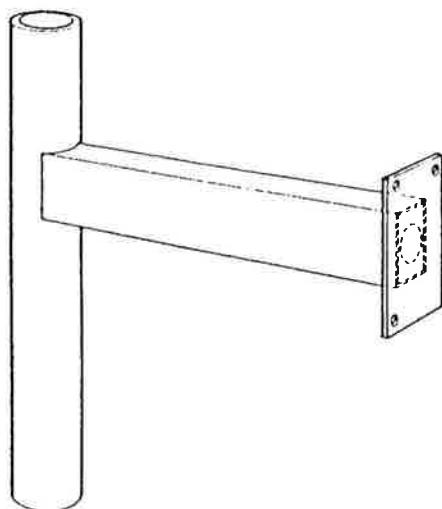
Horizontal Mount
Direct to Standard
or Crossarm

W23



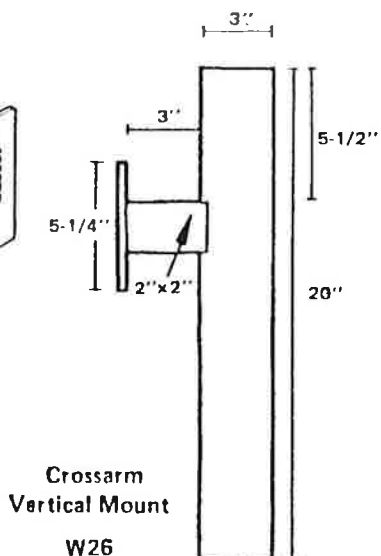
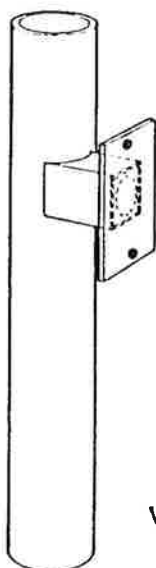
Curved
Standard Mount

W24



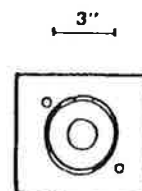
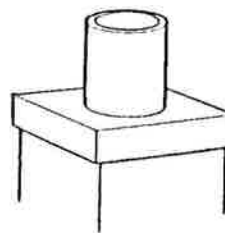
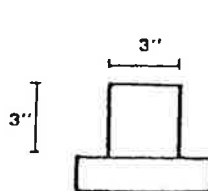
Direct Vertical Mount

W25

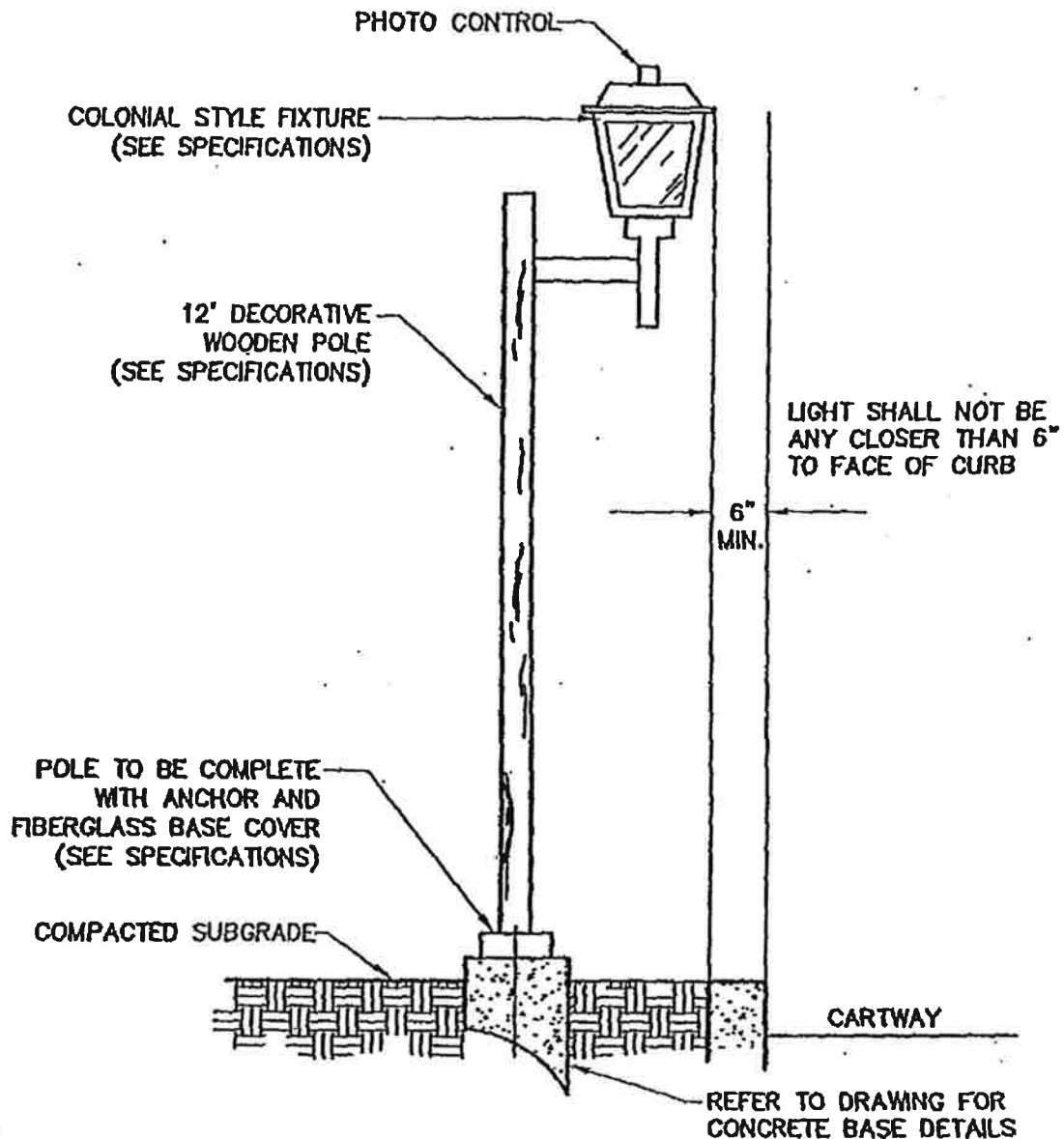


Crossarm
Vertical Mount

W26



Top Mount
W-21X-3"
W21Y, 2 3/8"
For 4-1/2" x 5-1/8"
Size Standard



TYPICAL COLONIAL STYLE FIXTURE LOCATION

**MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY
PENNSYLVANIA**

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of the 2011 / 2012 Act 147 Grant Application

MEETING DATE: May 9, 2011

ITEM NUMBER: #11

MEETING/AGENDA: ACTION XX CONSENT NONE

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

INITIATED BY: William Brightcliffe, Director of Fire Services, BOARD LIAISON: Robert Birch –Chairman
Emergency Management Coordinator

BACKGROUND:

The intent of the Montgomery County Act 147 Radiation Emergency Response Program Grant is to develop and maintain comprehensive multi-agency emergency response plans for areas surrounding each nuclear power plant in the Commonwealth. Our Township participates in the annual Limerick Generating Station Drill by having the Montgomery Mall serves as a Reception Center for displaced residents during an emergency, thus qualifying us to apply for the Act 147 Grant.

As the Montgomery Township Emergency Management Coordinator, I am requesting approval to submit a grant application in the amount of \$4,011.45 to help enhance the Townships Emergency Operations Preparedness via training, planning and equipment for the Township Emergency Operations Center (EOC) located in the Bailey Conference Room of the MTPD. If awarded the grant, the 800 Mhz Base Radio with a designated Montgomery County Emergency Management Template will be utilized in our Township Emergency Operations Center (EOC) for direct emergency contact capabilities between the Township EOC and the Montgomery County EOC. The cost of the 800 Mhz Base Radio for the Township will then be reimbursed through the Montgomery County Department of Public Safety via PEMA by submitting a copy of the paid invoice to the County by June 30, 2012.

Please see attached quote from JAN Communications / Motorola and note that this is the PA State Contract purchase price.

In discussions with MTPD Deputy Chief J. Scott Bendig, the 800 Mhz Base Emergency Management Radio will be 'compatible with' but 'independent of' whichever refurbishing emergency communication package of the Township Emergency Dispatch Center the Board of Supervisors decides to pursue.

The application period for the grant is from May 2, 2011 thru the close of business on May 13, 2011. A local match is not required for the grant. The grants are competitive and limited and usually in the range of \$2,500 to \$5,000.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The initial funding for the 800 Mhz Base Emergency Management Radio would be in the 2012 Emergency Management Budget #01-415-4221 then when purchased, the fund outlay would be reimbursed by the Act 147 Grant when the paid invoice receipt is submitted.

RECOMMENDATION:

Consider approval of submission of the grant application for emergency operations enhancements.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve submission of an application to the Act 147 Radiological Emergency Response Program in the amount of \$4,011.45 which if awarded would be used to purchase a 800 Mhz Base Emergency Management Radio for Emergency Preparedness Operations in the Township EOC.

ROLL CALL:

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

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



Dealer/Agent/MR Quotation

Date: May. 03, 2011

GCC Case #:

Quoting as:

Dealer/Agent/MR Name: JAN COMMUNICATIIONS
MR/Agent Address: 6630 S. CRESCENT BLVD
City: PENNSAUKEN
State/Zip: NJ 08109

APB
MR
Agent
XXXXX

Prepared By: LEE PERLMUTTER
email: lperlmutt@jancomm.com

Phone: 856 663 4800 Fax: 856 663 5377

Customer Name: MONTGOMERY TOWNSHIP
Customer #

Prepared For: MONTGOMERY TOWNSHIP
Street: 1001 STUMP ROAD
City: MONTGOMERYVILLE
State/Zip: PA,18936
Attn: JOHN SCHIETER

Bill To: SAME
Street:
City:
State/Zip:
Attn:

Ultimate Destination: MONTGOMERY TOWNSHIP
Street: 1001 STUMP ROAD
City: MONTGOMERYVILLE
State/Zip: PA,18936
Attn: JOHN SCHIETER

THIS QUOTE IS BASED ON THE FOLLOWING:

This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

Purchaser will be responsible for shipping costs, which will be added to the invoice.

Prices quoted are valid for thirty(30) days from the date of this quote.

Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



“If you need more pages just drag the blue line down.”

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

5/6/11

SUBJECT: Consider Authorization to Execute the Univest Online Banking Cash Management Agreement

MEETING DATE: May 9, 2011

ITEM NUMBER: #12

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Shannon Q. Drosnock
Finance Director

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

BACKGROUND:

The Township's current banking relationship is with Univest National Bank and Trust Co. Staff utilizes the NetTeller online banking system through Univest to manage the accounts daily including inter-fund money movements from one Township account to another Township account and for the process of external ACH's. In March of 2010 the Township signed the cash management agreements with the Bank. Univest has issued a new agreement for online banking and is requesting that the Township sign this agreement which will supersede the previous cash management agreement. A copy of the new agreement is attached.

In reviewing the current and proposed agreements, the only change noted in the new agreement is the clarity and detail of the "hold harmless" language. This language states that Univest is held harmless and not responsible for any losses incurred through unauthorized cash management transactions via the Township's NetTeller ID. The language in the new agreement expresses this more clearly and in more detail.

It should be noted that the agreement has been reviewed by the Township's Solicitor and no concerns have been raised.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

That the Board of Supervisors authorize the execution of the Anytime Online Banking (NetTeller) Cash Management Agreement with Univest National Bank and Trust Co.

MOTION/RESOLUTION: BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the execution of the Anytime Online Banking (NetTeller) Cash Management Agreement with Univest National Bank and Trust Co.

MOTION: _____ SECOND: _____

ROLL CALL:

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

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq., file, S. Drosnock, L. Gregan

ANYTIME ONLINE BANKING (NetTeller) CASH MANAGEMENT AGREEMENT

This Cash Management Agreement ('Agreement') between **Montgomery Township** (the 'Customer,' 'you,' and 'your') and Univest National Bank and Trust Co. (the 'Bank,' 'we,' 'us,' and 'our') provides the terms and conditions governing the use of an Internet-based cash management system offered by the Bank. You agree to abide by the terms and conditions of this Agreement, as amended from time to time, and the terms, conditions, agreements, fee schedules, and disclosures applicable to this service as described herein. By using this Service, you acknowledge your receipt of this Agreement and understanding of its terms.

I. Definitions. As used in this Agreement, the following terms have these meanings assigned to them:

'Account' means a deposit or loan account that you have with us for business, commercial, non-profit, public funds, or agricultural use.

'Activated Account' means an Account that you have with us which we have enrolled at your request for the Service.

'Account Access' means your ability to access account and transaction information on Activated Accounts and transfer funds between Activated Accounts through the Service.

'Account Agreement' means this Agreement and all other agreements between you and us that govern the use of your Activated Accounts, including any deposit account agreement, funds availability agreement, Automated Clearing House (ACH) agreement, sweep agreement, wire transfer agreement, line of credit agreement, credit/debit card agreement and our schedule of fees.

'Business days' means Monday through Friday, excluding Saturday, Sunday, and bank holidays.

'Challenge Questions' means a series of questions that are displayed by us to authenticate your identity, of which you may be required to provide answers to two of the three questions originally chosen and answered by you.

'Electronic' means electrical, digital, magnetic, wireless, optical, or electromagnetic technology, or any other technology that entails similar capabilities.

'Service' means our Internet banking service that we make available to you pursuant to this Agreement, including the services listed in Section III, A. of this Agreement, together with any other services that we may offer to you from time to time through the Service.

'NetTeller ID and Password' means jointly and severally the confidential identification numbers and/or letters assigned to you ('NetTeller ID') and the 'Password,' which is the unique password initially assigned to you by us and subsequently selected by you for identification purposes in connection with the use of our Service.

'Security Token' ('Token') is the physical device given by us to you for authentication purposes. The Token provides a one-time use password.

'You,' 'your,' and 'Customer' mean each owner on an account enrolled under this Agreement. 'You' also means all Users to whom you have delegated online authority.

'We,' 'us,' 'our,' and 'Bank' mean Univest National Bank and Trust Co.

II. Establishment of the Service.

A. **Eligibility.** To activate your Service, you must have at least one Account with us. By signing, you certify that you are a signer authorized to sign our Agreement. To have access to your Account(s) under this Agreement, you must be an established entity operating in good standing. You must have a Taxpayer Identification Number (TIN). The TIN is your Employer Identification Number (EIN) if you are a corporation, limited liability company or partnership, or Social Security Number (SSN) if you are a sole proprietorship. To maintain the Service with us, you must pay any required fees and all other fees described in our Fee Schedule. You agree that we may deduct all applicable fees for the Service directly from your Account as such fees become due and payable. You must allow us a reasonable time to process your application.

B. **Access.** The Service is generally accessible 24 hours a day, seven days a week, except that the Service may be inaccessible for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due

to other unforeseen acts. We reserve the right to restrict and/or deny online banking access privileges at any time and/or to restrict online banking access from any country outside of the United States or any high-risk IP (Internet Protocol) address, regardless of location. We may modify, suspend, or terminate access to the Service at any time and for any reason without notice or refund of any fees that you have paid.

The use of the Internet to conduct banking involves certain inherent risks, and thus your use of this Service is being made available by the Bank subject to the terms and conditions of this Agreement. In the event you elect to utilize this Service, you acknowledge, understand and agree that access to and use of the Service is provided on an 'as is, as is available' basis.

- C. **Linking Your Accounts.** You can access all of your Accounts at the Bank through the Service. You must provide us with the account numbers of the Accounts you wish to access on the Bank's Enrollment Form to access them. We will provide you with instructions on how to set up the Service. These instructions are incorporated herein by reference and constitute part of this Agreement.
- D. **Equipment Requirements.** To use the Service, you need certain software, a computer (preferably a dedicated computer), an ISP (Internet Service Provider), and Browser software which supports 128-bit SSL (Secure Socket Layer) encryption for communications between your computer and the Bank. You are solely responsible for the selection, installation, maintenance and operation of your computer. Your computer must be compatible with our operations to access your Accounts or to use our other services that may be available now or in the future. We are not responsible for any errors or failures from any malfunction of your computer, your computer network, any computers that access your network, or any virus or other problems related to the use of the Service.
- E. **Relation to Other Agreements.** Your use of the Service may also be affected by the agreements between you and us for your Activated Account(s). When you link an account to the Service, you do not change the agreements you already have with us for your Activated Account(s). For example, if you link a deposit account to the Service, the terms and conditions of your account agreement and the disclosures related thereto do not change. Similarly, when you use the Service to access a loan account, you do so under the terms and conditions we gave you in the agreement and disclosures for the loan account. You should review those agreements and disclosures for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an Activated Account with the Service.
- F. **Disclaimer of Warranties.**
1. **Warranties of Fitness and Merchantability.** NEITHER WE, NOR ANY INFORMATION PROVIDERS, MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.
 2. **Computer-related Warranties.** Neither we, nor any information providers, are liable for any computer viruses, hardware-related problems, software-related problems, or any other problems which may be attributable to the Service.

III. **Service.**

- A. **Products and Services Offered.** You can use the Service to:
- check your deposit and loan balances;
 - review your transaction history;
 - view images of checks that have cleared;
 - verify interest earned;
 - transfer funds between accounts;
 - download information into Microsoft Money®, Quicken® or QuickBooks®;
 - pay bills using the NetTeller Bill Pay Service;
 - originate ACH direct deposit/debit transactions;
 - upload Positive Pay files and work Positive Pay exception items;
 - initiate and transmit wires;
 - place and view Stop Payments;
 - enroll in Email Alerts.
- B. **Additional Information about the Service.**
1. **Account Access.** You may transfer funds through the Service in any amount of available funds in your Accounts. We deduct the amount of your funds transfer from your Account on the date you instruct us to process it. Transactions done after 8:00 p.m. or on a non-business day will be processed on the next business day. We may refuse to act on your funds transfer instruction if available funds, including funds available under any overdraft plan, are not available in your

Account on the date you want us to transfer funds. We are under no obligation to monitor transactions through the Service to determine that they are made on your behalf. Access to your accounts through the Service will be based upon the identification of users and authority levels specified by you on your Enrollment Form.

2. **Security Procedures.** As a part of the security procedures we have established in connection with the Service, and to access and use any Account that you enroll, a person who has signing authority on all the Activated Accounts must act as Administrator. The administrator is:
- responsible for all activities involving your enrolled Accounts;
 - authorizes other staff members to access or manage such Accounts as your agent;
 - determines the administrative rights for individual staff members which may include permission to perform any one, or any combination, of the activities and services that can be accomplished with the Service.

As an additional part of our security procedures, following our review and approval of your enrollment request, the Bank will assign each of your authorized users a NetTeller ID and Password and issue each a Token which we may deliver to you by mail or otherwise. You agree that you will not, under any circumstances, disclose your Password to anyone, including anyone claiming to represent the Bank. As an additional aspect of these security procedures, you agree that the Bank is entitled to act upon instructions we receive with respect to any transaction under your NetTeller ID, Password and Token. You are liable for all transactions made or authorized with the use of your NetTeller ID, Password and Token (except as your liability may be limited by law). We have no responsibility for establishing the identity of any person who uses your NetTeller ID, Password and Token. You agree that if you give your NetTeller ID, Password and Token to anyone or fail to safeguard the secrecy of your Password, you do so at your own risk since anyone with your NetTeller ID, Password and Token will have access to your accounts.

You agree that the NetTeller ID, Password and Token is a commercially reasonable security practice and that for security purposes you will keep your NetTeller ID, Password and Token in a secure location. You also agree that you will only provide a NetTeller ID, Password and Token to those persons authorized to access the Service. You also agree to establish and maintain all reasonable precautions to insure the security of your NetTeller ID, Password and Token and those of others within your company. You agree to instruct all Authorized Users about these security procedures. You further agree to indemnify and hold the Bank harmless if you suffer a loss due to a failure on your part to properly safeguard your NetTeller ID, Password and Token.

You understand and agree that any person having access to your NetTeller ID, Password and Token will be able to access your Service and perform all services mentioned above (Section III, A.) and that you will be responsible for all such activity. Finally, as a part of our Security Procedures, you agree that you will not:

- give out your Account information, NetTeller ID, Password or Token other than as provided in this Agreement;
- leave your PC unattended while you are using the Bank's Service;
- leave your Account information within range of others;
- send privileged information (account number, NetTeller ID, Password, etc.) in any public or general email system.

By executing this Agreement, you acknowledge that you have examined these Security Procedures and agree that these Security Procedures provide adequate protection to prevent unauthorized transactions from being made and that these Security Procedures are commercially reasonable. You agree to be bound by and settle for any and all Payment Orders and other transactions issued in your name in accordance and in compliance with these Security Procedures. We reserve the right to amend these Security Procedures from time to time with or without notice to you. You agree to keep these Security Procedures confidential and prevent disclosure of these Security Procedures to any third parties other than your designated Authorized Users. You agree to indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, caused by you, your Authorized Users, your employees, or your agents failure to keep these Security Procedures confidential and secure.

The Bank is committed to delivering a safe and secure online banking product and has adopted the SSL protocol to ensure the confidentiality of transactions over the Internet. SSL ensures confidentiality of all data transmission by encrypting all messages. The information you see during an online session is private to you only; the encryption prevents others from reading your information as it passes over the Internet. Firewalls are used to prevent hackers from entering our site.

Your banking information must not travel over the Internet without encryption protection. Accordingly, the Bank will provide you with pseudo account names or codes, not your actual account numbers, to be used over the Internet. We are

constantly developing and implementing security enhancements to ensure the integrity of our system. Online sessions have a time-out; after the limit is reached, you are required to log in again.

Security Tokens are provided to further enhance the security of the service. You cannot access the Service without a Token matched to your User's NetTeller ID and Password. In addition, Challenge Questions are chosen by you from a list of questions, for which you may be required to provide the answers to two of the three questions selected by you when you utilize certain functions within the Service.

3. **Reporting Unauthorized Transactions; Indemnification.** You should notify us immediately if you believe that any part of your NetTeller ID, Password and Token or any of your answers to your Challenge Questions have been lost or stolen or that someone has transferred or may transfer money from your Account through the Service without your permission or if you suspect any fraudulent activity on your Account through the Service.
 - a) You understand and agree that as a non-personal entity, you **will not** have the benefit of any consumer law, such as the Electronic Funds Transfer Act and Regulation E implementing that Act, limiting liability with respect to unauthorized use of the Service, the NetTeller ID, Password and Token and your Account. This means that you are solely responsible for all transactions relating to your Account made using the Service and your NetTeller ID, Password and Token and/or your Authorized Users, whether or not such transactions were authorized by you or your Authorized Users, as long as we processed the transaction in good faith and in conformity with the security procedures set forth in this Agreement. You agree to indemnify and hold us harmless from any loss suffered or liability incurred by us in, or arising from, our execution of any transaction relating to your Account. You accept and agree to undertake the additional risk and greater liability associated with the use of the Service in connection with your Account as described in this Agreement. More plainly stated, you are fully liable for any and all unauthorized transactions.
 - b) We reserve the right to block access to the Service to maintain security to our system if we reasonably believe your access codes may have been compromised or are being used by an unauthorized person.
 4. **Fees.** The Bank charges monthly or transaction fees for the Service. We reserve the right to impose or change fees for electronic delivery and charge your deposit account for these fees at any time after providing such notice to you as may be required by law or regulation.
- C. **Confidentiality.** We may disclose information to third parties about your accounts if we deem such disclosure to be necessary or appropriate in our sole discretion, under circumstances including but not necessarily limited to the following:
- to complete transfers and bill payments;
 - to verify the existence of or condition of a payment account;
 - pursuant to an agreement that we enter into to have another party provide the Service or receive your account information; or
 - to comply with laws, government rules or orders, or other legal process.

IV. Parties Responsibilities.

A. **Responsibilities of the Customer.** Throughout the life of this Agreement, you will have the following responsibilities:

1. **Your Authorized User(s).** As a condition to our obligations under this Agreement,
 - a) by one or more written resolutions acceptable to us, you shall designate an authorized signer who is authorized on your behalf to execute and deliver this Agreement to us (including any attachments), any modifications hereto and any other documents and notices described herein, and
 - b) your authorized signer may designate one or more Authorized Users as others authorized to use your Service.

You are solely responsible for the security of your NetTeller ID, Password and Token, and the activities of any Authorized User(s) you designate. Any transaction made using your NetTeller ID, Password, and Token, and or any other Authorized User's NetTeller ID, Password, and Token is conclusively presumed to have been authorized by you.

You understand and agree that you are solely responsible for all loss, damage or injury of any kind resulting from acts or omissions of your authorized signer and any person to whom you give any user rights with respect to your accounts.

2. **User Administration.** You will be responsible for all online activities involving your enrolled accounts. An authorized signer will determine rights for other Authorized Users which may include:
 - a) adding and deleting Authorized Users;
 - b) establishing Account access privileges and authority;
 - c) establishing product capability access and authority;
 - d) establishing ACH and wire limits, privileges, and authority.
3. **Lawful Purposes.** The Service may only be used for lawful purposes. The transmission of any offensive or other materials that are or may be deemed to be in violation of any Federal, state and/or local laws is prohibited. The Bank may, without notice, terminate your use of the Service in the event you violate the terms of lawful purposes.
4. **Additional Responsibilities.** Your NetTeller ID, Password and Token must be used with extreme care. Never reveal these codes to anyone else as they are designed to protect your privacy. We recommend you do not use the same access code you use on other bank products and services. You should exit Internet Banking promptly when completing your online banking. Do not leave your computer unattended during your online session. When you are finished with your online banking, always sign off before visiting other Internet sites. It is your responsibility to keep your computer free of viruses that could be used to capture password keystrokes. We recommend clearing your browser's cache or turning cache off during online banking to clear copies of web pages that have been stored on your hard drive. Additional responsibilities are also included in the attached addendum listed as 'Best Practices Recommendations'.
5. **Liability, Indemnification.** You agree to indemnify, defend, and hold the Bank and all of its subsidiaries, affiliates, shareholders, officers, directors, employees, agents, successors, and assigns harmless from and against any and all damages, claims, losses, costs, and expenses (including attorney's fees) resulting from your use or misuse of the Service. The Bank may purge email and other files on a periodic basis, and has no responsibility for maintaining or ensuring the integrity of such files. Therefore, you are solely responsible for keeping back-up copies of all your files.

THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE ONLINE CASH MANAGEMENT SERVICE AND/OR ANY OF THE INFORMATION OR MATERIALS PROVIDED TO YOU THEREON OR IN CONNECTION THEREWITH. THE BANK EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE AND/OR ANY WARRANTY OF MERCHANTABILITY.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE, YOUR TRANSMISSION OF INFORMATION THEREON, AND YOUR USE OF INFORMATION THEREFROM IS AT YOUR SOLE AND EXCLUSIVE RISK AND THAT THE BANK DOES NOT WARRANT THE SECURITY OR ACCURACY OF SUCH INFORMATION. IN NO EVENT SHALL THE LIABILITY OF THE BANK EXCEED ANY FEES PAID BY YOU FOR THE USE OF THE ONLINE BANKING SYSTEM, REGARDLESS OF THE NATURE OF YOUR CLAIM.

THIS AGREEMENT SHALL BE BINDING UPON AND ENFORCEABLE AGAINST ALL PERSONS WHO ARE AUTHORIZED BY YOU TO USE THE ONLINE BANKING SERVICE ON YOUR BEHALF.

- B. Our Responsibilities; Liability.** If we do not complete a transfer to or from your Account or cancel a transfer properly requested according to our agreement with you, we are liable up to but not to exceed any fees paid by you for the use of the Service in that transaction, regardless of the nature of your claim, and subject to the other limitations on our liability stated below. There are some exceptions to our liability for processing transactions on your Accounts.
1. **Exceptions to Liability.** We will not be liable, for instance:
 - a) if, through no fault of ours, you do not have enough money in the form of available funds in your Account to make a transfer or whether due to inadvertence, error caused by similarity of account holder names or any other mistake, if the Bank acted in good faith;
 - b) if the funds in your Account were attached or the transfer cannot be made because of legal restrictions affecting your Account, or a legal order directs us to prohibit withdrawals from your Account;
 - c) your Account is closed or frozen;
 - d) the transfer would cause your balance to go over the limit for any applicable credit arrangement, including those to cover overdrafts;
 - e) you, or anyone you allow or acting on your behalf, commits any fraud or violates any applicable law or regulation;
 - f) your equipment or Internet access was not working properly;
 - g) your Internet service is interrupted;

- h) you have not properly followed the instructions for using the Service;
- i) the transfer could not be made or completed due to system unavailability;
- j) if circumstances beyond our control, such as interruption of telephone service or telecommunication facilities, or natural disaster such as a fire or flood, prevent the transfer, despite reasonable precautions that we have taken;
- k) if you have not provided us with complete and correct payment information; or
- l) any other exceptions stated in any of our agreements with you.

To the extent permitted by applicable law, we will not be responsible for any error, damage or other loss caused by any service provider.

2. **Limitations on Our Liability.** You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to our Service, whether caused by the equipment, software, the Bank, Internet service providers, Internet browsers, or the parties providing communication services to or from us to you. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from:
- a) your actions or omissions, or those of third parties (including but not limited to Authorized Users) which are not within our immediate and reasonable control;
 - b) your negligence or breach of any agreement with us;
 - c) any ambiguity, inaccuracy or omission in any instruction or information provided to us;
 - d) the application of any government or funds transfer system rule, guideline, policy or regulation;
 - e) our inability to confirm to our satisfaction the authority of any person to act on your behalf.

Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages, or compensatory damages, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty, even if we were aware of the possibility that such damages might arise.

V. Termination.

Your Service will remain in effect until terminated by you or us. You agree that the Bank has the right to terminate your participation in the Service at any time, and for any reason, including, but not limited to, inactivity in or closure of your account with the Bank. We will make every effort to notify you in advance but we are not required to do so.

You may cancel your Service by having an authorized signer on the Accounts notify us in writing of your intent to cancel your Service at:

Univest National Bank and Trust Co.
Attn: Electronic Banking Department
16 Harbor Place
PO Box 64197
Souderton PA 18964-0197

This cancellation applies only to your Service and does not terminate your other relationships with us. Neither termination nor discontinuation of your access to our online banking Service shall affect your liability or obligation under this Agreement. This Agreement shall be deemed null and void upon the closing of your Activated Accounts or if your access to the Service is terminated for any reason, and all online banking services established for and available to such Accounts shall be immediately terminated.

VI. Changes in Terms and Other Amendments.

We may amend this Agreement, including changes in fees and charges, at any time. If the change would result in increased fees for any Service, increased liability for you, fewer types of available transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice of the change as applicable law requires. If advance notice of the change is not required, and disclosure does not jeopardize the security of your Activated Accounts or our Service, we may notify you of the change in terms by mail, by email or by posting a notice on our Bank website. If you wish to decline to be bound by the changes, you should cancel the Service. Your continued use of the Service after our change of terms constitutes your agreement to the amendment(s). The terms of your other account agreements shall continue to apply.

VII. Other Provisions.

- A. **Ownership of Website.** The content, information and offers on our website are copyrighted by Univest National Bank and Trust Co. The unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.
- B. **Email.** If you email us or ask us to reply to you via email, you agree to indemnify and hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your Account or personal information resulting from email. We are not required to act on any email received and are not responsible for misdirected or lost emails. Standard email is not a secure method of communication.
- C. **Governing Law.** This Agreement and your Accounts and the Service provided to you by the Bank, to the extent not governed by Federal law and regulations, are governed by and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law provisions. Your existing Account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in such Account agreement.
- D. **Scope of Agreement.** This Agreement represents our agreement with you relating to our provision of the Service. You also agree to abide by the terms, conditions, agreements, fee schedules and disclosures applicable specifically to any such Service and provided on the Bank's website.
- E. **Assignment and Delegation.** This Agreement may not be assigned by you. This Agreement is binding upon your successors and heirs and the Bank's successors and assigns. The Bank may assign the rights and delegate the duties under this Agreement to any entity directly or indirectly affiliated with the Bank now or in the future or to any third parties that perform any Service on its behalf. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.
- F. **Headings.** The headings of the paragraphs of this Agreement are for convenience and reference and shall not affect its construction or interpretation.
- G. **Indemnification.** You agree to hold us harmless and indemnify us against any claims, losses, or expenses, including but not limited to attorney's fees, incurred, either directly or indirectly, by us as the result of any Service that we provide to you pursuant to this Agreement. Further, you agree to indemnify and release the Bank from any and all liability, and agree not to make any claim against the Bank or bring any action against the Bank, relating to its honoring or allowing any actions or transactions that were conducted using your NetTeller ID, Password and Token.
- H. **Severability.** The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- I. **Waiver.** No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of Customer shall bind the Bank to waive that same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such waiver.

IN WITNESS WHEREOF, the Customer and the Bank have caused this Agreement to be duly executed and delivered by their duly authorized officers:

Montgomery Township

(Signature)

(Printed Name)

(Title)

(Date)

Univest National Bank And Trust Co.

(Signature)

(Printed Name)

(Title)

(Date)

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Auction Surplus Assets

MEETING DATE: May 9, 2011

#13

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Kevin A. Costello
Director of Public Works



BOARD LIAISON: Robert J. Birch
(Chairman)

BACKGROUND:

The Second Class Township Code provides that personal property owned by the Township, with an estimated fair market value of which is one thousand dollars (\$1,000) or more, may only be sold by public bid or auction to the highest bidder after notice by advertisement.

In past years, the Township disposed of surplus vehicles and other assets through the firm of J.J. Kane Auctioneers by an auction process. J.J. Kane charges a consignment fee to the buyer of 10% and charges the Township a fee between 4% - 20% based on the overall sales revenue plus a share of certain expenses such as advertising costs. A copy of J.J. Kane's agreement is attached. We are required to deliver the equipment to their facility in Conshohocken. Generally the auction involves equipment from a number of municipalities however; at times it is conducted with other agencies such as PECO.

The Township has the following equipment available to be sold at auction this year:

1. 2001 Dodge Intrepid
2. 2006 Ford Crown Victoria
3. 2003 Ford Crown Victoria
4. 2006 Ford Expedition
5. 2007 Ford Crown Victoria

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

In 2010, the Township received \$19,400 from the sale of Police and Public Works vehicles via the public auction process. Based on the anticipated values of the equipment to be auctioned, the Township should receive a similar income on this sale.

RECOMMENDATION:

It is recommended that the Board authorize the sale of the following equipment via public auction through J.J. Kane Auctioneers in accordance with the terms of the attached agreement.

1. 2001 Dodge Intrepid
2. 2006 Ford Crown Victoria
3. 2003 Ford Crown Victoria
4. 2006 Ford Expedition
5. 2007 Ford Crown Victoria

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the sale at auction of the following Township equipment through J.J. Kane Auctioneers, Conshohocken, Pennsylvania.

1. 2001 Dodge Intrepid
2. 2006 Ford Crown Victoria
3. 2003 Ford Crown Victoria
4. 2006 Ford Expedition
5. 2007 Ford Crown Victoria

MOTION: _____ SECOND: _____

ROLL CALL:

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

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



John Kane, Account Manager
8008 US HWY 130
Bldg 1, Suite 214
Delran, NJ 08075
Mobile (609) 722-1265
Fax (609) 482-8227

Contact: Kevin Costello
Company Name: Montgomery Township
Address: 1001 Stump Rd., Montgomeryville, PA 18936
Phone: 215-855-0510
Fax: 215-855-4474
Email: srymkiewicz@montgomerytp.org

This agreement made the 3rd day of May, 2011, between Montgomery Twp. (hereinafter called "Seller") and J.J. Kane Associates Inc / trade name J.J. Kane Auctioneers (hereinafter called "Auctioneer", acting as agent for "Seller"). It is agreed as follows:

- 1) Time Frame
 - a) The Seller hereby engages the Auctioneer to sell at public absolute auction sale, the property identified by the seller excluding chemicals, hazardous and/or environmentally unsafe equipment/material unless mutually written upon between Seller and Auctioneer.
 - i) This agreement shall cover any auction sale the Seller chooses to participate starting on **January 1, 2011** and ending on **December 31, 2014**.
 - ii) This agreement shall cover auction sales conducted in the United States at any J.J. Kane permanent facility or rented/leased facility.
- 2) Auction Company Personnel
 - a) Auctioneer shall provide all necessary auctioneers, accountants, clerks and office staff required to achieve the efficient and orderly performance of the auction sale. The Auctioneer shall employ qualified personnel to perform these jobs and shall perform this engagement in a professional and skilled manner in accordance with all applicable, federal, state and local laws and regulations.
- 3) As-Is & Where-Is Auction Sales
 - a) The property/auction items will be offered for sale individually, or in the case of small miscellaneous items sold in lots as determined by the Auctioneer. The property/auction items will be sold on an "As-Is Where-Is" basis without any warranties of any kind expressed or implied.
 - b) Seller agrees to disclose to Auctioneer any known defects or faults with property/auction items prior to the auction sale.
- 4) Marketable Title
 - a) The Seller specifically warrants they are the owner of and have marketable title to all of the property, free and clear from any liens, debts or encumbrances except as noted. The Seller further warrants that there are no judgments or liens against it and that there are no pending legal actions, claims or proceedings whatsoever which in any way would hinder, prevent or otherwise affect its right or ability to sell the property at auction sale.

- b) Seller agrees to deliver on request any documents, certificates, proof of ownership or titles, which would be required to deliver title to the property.
- c) In the case that there is a delay in the new purchaser receiving a clear title for any vehicle or trailer sold for the Seller, the net proceeds from the sale will be held, until a free and clear title is received by the purchaser, or at the discretion of the Auctioneer, that item would be pulled from the auction sale and remain the Sellers property.
- d) If Seller is a motor vehicle dealer, list dealer state & dealer number:

5) Titles On-Site

- a) The Seller agrees to have all signed titles, a letter of authorization to sell your vehicles and any other related paperwork (seller specific bills of sale), either delivered to the sales associate signing this agreement no later than 30 days prior to sale dates__ or hand delivered to the auction sale site no later than 7 days prior to auction sale date__.
- b) To comply with motor vehicle rules and so new purchasers may transfer ownership with minimal problems, a letter of authorization needs to be on your company letterhead and must accompany all titles. Below is a sample letter:

To Whom It May Concern:

ABC Construction Company gives J.J. Kane Auctioneers authorization to sell vehicles and/or equipment owned by ABC Construction Company at your auction sales conducted during calendar years 2011 through 2014 in the United States.

Sincerely

Your Name
Signature

6) Delivery Of Auction Items

- a) The Seller agrees to have said property/auction items delivered to the sale site starting 30 days prior to sale date__ and no later than 10 days prior to sale date__. Items must be delivered in running condition (except when noted) with adequate fuel levels and a duplicate set of keys.

7) Insurance Coverage

- a) The Seller agrees to maintain proper insurance coverage on the property/auction items being sold until the day of the auction sale.
- b) The Auctioneer and owner of the sale site property will not be responsible for any damages to property/auction items resulting from acts of nature, theft, accident and/or vandalism while Sellers property is on the sale site.
- c) Auctioneer shall be responsible for loss or damage to Sellers property/auction items due to Auctioneers willful or negligent acts or omissions.

8) Commission

- a) The Seller agrees that Auctioneer will charge a 10 percent fee to the buyer for each item sold.
- b) The Seller agrees to pay the Auctioneer a seller's fee based upon the following sliding commission scale: **4% commission**
- c) The Seller agrees when applicable, that the Auctioneer may deduct its commission from the proceeds of the auction sale.

9) No Sales

- a) In the event that a successful bidder attending the auction sale or bidding live over the internet fails to pay for an item for which he is designated to be the high bidder, that property/auction item would be considered a "No Sale" and no commission would be charged on that item and the Seller would retain ownership of said item.

10) Reimbursed Expenses

- a) If applicable and pre-approved, the Seller agrees that the Auctioneer may deduct the exact cost for any additional services that Auctioneer provides Seller from the proceeds of the auction sale.

- (1) Advertising @ \$ _____
- (2) Decommissioning
- (3) Truck Washing @ \$ _____
- (4) Repairs @ \$ _____
- (5) Transportation of items to sale site @ \$ _____
- (6) Other @ \$ _____

11) Payout

- a) Auctioneer will charge and collect from the purchaser, the purchase price together with all applicable taxes. Auctioneer will collect payment in full from the purchaser, prior to any property being removed from a sale site. Seller shall be responsible for the payment of all income taxes accruing to Seller for revenue received from the sale of property.
- b) The Auctioneer agrees to pay the Seller the net proceeds from the auction sale 14 business days following the auction sale. Auctioneer shall mail a written report to Seller listing items sold and an amount equal to 96% percent of the gross selling price of the property sold at auction, as outlined under section (8) and less any approved expenses as outlined under section (10), in the form of a check made payable or electronic transfer to the Seller. Proof of all approved expenses will be provided with the payout.
 - (1) Proceeds check will be made payable and mailed to the same name and address as it appears on page 1 of this contract unless otherwise listed:

12) Absolute Unreserved Auction Sales

- a) The Seller understands that the Auctioneer conducts absolute unreserved public auction sales where each item is sold to the highest bidder regardless of price.
- b) Furthermore, the Seller understands/agrees that it is illegal for the Seller or an agent of the Seller to bid on and/or buy-back any items owned by the Seller.
- c) If the Seller or agent for the Seller attempts to bid on and/or buy back any of the consigned property/auction items, the Auctioneer will at his discretion choose one of the following actions:
 - (1) Pass the item currently being offered for sale along with all the other Seller's property/auction items.
 - (2) Sell the item to the last "Good Faith" bidder before the Seller or agent for the Seller began bidding on the property/auction item.
- d) The Seller agrees that it will reimburse Auctioneer for any lost revenue, including seller's commission, buyer's fee and/or any pre-approved reimbursed expenses if a "Buy Back" takes place.

13) Advertised Items

- a) At the Auctioneers discretion, in the event that the Seller removes any advertised property/auction item from the auction sale, Seller agrees to pay the Auctioneer a handling fee of \$500.00 for each item removed from the sale.

14) Breach Of Contract

- a) In the event that Seller breaches any of the above warranties or makes any misrepresentation herein, Seller agrees to indemnify and hold the Auctioneer harmless from any and all liabilities or damages arising out of or relating to such breach or misrepresentation, including attorneys fees and other costs expended by Auctioneer in any action or proceeding arising out of or relating to the breach or misrepresentation.

15) Entire Agreement

- a) This Agreement contains the entire agreement between the parties and there are no other terms, obligations or representations, written or oral, other than contained in this agreement. This agreement may be modified only by a further writing that is duly executed by both parties.
- b) Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent.

Seller hereby accepts all of the terms and conditions set forth above.

J.J. Kane Auctioneers

Company Name: Montgomery Township

Contact: John Kane

Contact: Kevin Costello

Signature: _____

Signature: _____

Date: _____

Date: _____

Please FAX back:

- 1) **signed contract**
- 2) **the following 5th & 6th Pages, Both, printed on your Company Letterhead, and Signed**

To: John Kane, FAX (609)-482-8227

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

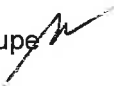
SUBJECT: Authorization to Advertise – Public Hearing – Conditional Use – 1 Goodwin Lane -
T-Mobile Northeast, LLC

MEETING DATE: May 9, 2011

ITEM NUMBER: #14

MEETING/AGENDA: ACTION CONSENT XX NONE

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

INITIATED BY: Bruce Shoups 

BOARD LIAISON: Robert J. Birch
(Chairman)

BACKGROUND:

Attached is an application for consideration of a conditional use for 1 Goodwin Lane. The applicant, T-Mobile Northeast, LLC, proposes the construction of a 10 foot extension to an existing PECO transmission tower located at 1 Goodwin Lane, and also the placement of 9 T-Mobile wireless communication antennae on that extension

As you are aware, a public hearing must be held within 60 days of the receipt of this application or by July 2, 2011.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

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

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that a public hearing be advertised for the meeting of **June 13, 2011**.

MOTION/RESOLUTION:

The resolution is attached.

MOTION _____ SECOND _____

ROLL CALL:

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

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

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby set Monday, **June 13, 2011**, after 8:00 p.m., in the Township Building, as the date, time and place for a Public Hearing to consider the conditional use application for T-Mobile Northeast, LLC, for the construction of a 10 foot extension to an existing PECO transmission tower located at 1 Goodwin Lane, and also the placement of 9 T-Mobile wireless communication antennae on that extension.

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

MOTION BY:

SECOND BY:

VOTE:

DATE:

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Payment of Bills

MEETING DATE: May 9, 2011

ITEM NUMBER: #15

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Grogan
Township Manager

BOARD LIAISON: Robert J. Birch, Chairman

BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approve all bills as presented.

MOTION/RESOLUTION:

None.

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

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
23522	4/28/11	1264	MORGAN STANLEY SMITH BARNEY INC	5,287.15
23523	5/3/11	00000967	DELAWARE VALLEY HEALTH INSURANCE	531.20
47461	4/27/11	00000958	WILLIAM KEUCHER	825.00
47462	4/27/11	00000009	PETTY CASH	250.00
47463	4/29/11	00000425	PSATS - UC GROUP TRUST FUND	-28,477.62
47464	4/29/11	398	UNITED STATES TREASURY	-5.10
47465	4/29/11	00000425	PSATS - UC GROUP TRUST FUND	28,472.62
47466	5/3/11	00001902	ELLIOTT GREENLEAF &	10,512.88
47467	5/3/11	00001720	GAILEY MURRAY, LLP	2,110.00
47468	5/9/11	00000842	911 SAFETY EQUIPMENT	757.00
47469	5/9/11	00000006	ACME UNIFORMS FOR INDUSTRY	250.50
47470	5/9/11	00000340	ADVENT SECURITY CORPORATION	486.36
47471	5/9/11	00001238	ALL HANDS FIRE EQUIPMENT, LLC	112.98
47472	5/9/11	00000053	ALLIED WASTE SERVICES #320	700.48
47473	5/9/11	00000053	ALLIED WASTE SERVICES #320	821.01
47474	5/9/11	00000053	ALLIED WASTE SERVICES #320	732.40
47475	5/9/11	00902338	AMY HAWTHORNE	105.00
47476	5/9/11	00000030	ASSOCIATED TRUCK PARTS	127.23
47477	5/9/11	00000031	AT&T	211.06
47478	5/9/11	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	129.36
47479	5/9/11	00000043	BERGEY'S	223.29
47480	5/9/11	00001938	BILL WIEGMAN	130.00
47481	5/9/11	00001718	BREATHE SAFE AIR SYSTEMS	195.00
47482	5/9/11	00001903	BRIAN JANSSENS	30.00
47483	5/9/11	00000069	C L WEBER CO INC.	468.96
47484	5/9/11	00000072	CANON FINANCIAL SERVICES, INC	1,197.00
47485	5/9/11	00001692	CAMBRIA BUSINESS MACHINES, INC	5,174.00
47486	5/9/11	00001601	CDW GOVERNMENT, INC.	64,975.63
47487	5/9/11	00000855	CHRISTOPHER MANN	330.00
47488	5/9/11	00001189	CMSWAT	2,500.00
47489	5/9/11	00000050	CODY MILLER	75.00
47490	5/9/11	00000108	COUNTY ELECTRIC SUPPLY COMPANY, INC	68.85
47491	5/9/11	00000024	DAVID P. BENNETT	30.00
47492	5/9/11	00001945	DAVID S. WOLFE	45.00
47493	5/9/11	00001941	DAVID W. VASCONEZ	180.00
47494	5/9/11	00000629	DAVIDHEISER'S INC.	81.95
47495	5/9/11	00001627	DEER PARK SPRING WATER COMPANY	101.92
47496	5/9/11	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	209.92
47497	5/9/11	00000208	DELL MARKETING L.P.	944.99
47498	5/9/11	00000967	DELAWARE VALLEY HEALTH INSURANCE	120,232.62
47499	5/9/11	00000967	DELAWARE VALLEY HEALTH INSURANCE	12,888.60

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
47500	5/9/11	00001957	EDMOND SKRZAT	60.00
47501	5/9/11	00001943	ERIC C. FREAS	45.00
47502	5/9/11	00000171	THE GGS GROUP INC	723.95
47503	5/9/11	00000666	FLEET MANAGEMENT	195.00
47504	5/9/11	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	552.00
47505	5/9/11	00000198	GLASGOW, INC.	725.03
47506	5/9/11	00001842	GLEN ROETMAN	30.00
47507	5/9/11	00000229	GRAINGER	300.39
47508	5/9/11	BT002417	GWYNEDD ENDODONTICS ASSOC.	148.46
47509	5/9/11	00000213	HAJOCA CORPORATION	27.85
47510	5/9/11	00000114	HARLEYSVILLE MATERIALS, LLC	371.58
47511	5/9/11	00902337	HEATHER SAND	60.00
47512	5/9/11	00001964	JOHN CATALDI	45.00
47513	5/9/11	00000890	JOHN H. MOGENSEN	30.00
47514	5/9/11	00001581	JOSEPH J. SIMES	180.00
47515	5/9/11	00001843	JOSEPH M. BENNETT	55.00
47516	5/9/11	00000265	JUDITH STARKIN	1,275.00
47517	5/9/11	00000057	LAWN AND GOLF SUPPLY COMPANY, INC.	780.00
47518	5/9/11	00001886	LOUIS RANIERI	30.00
47519	5/9/11	00001706	LOWE'S COMPANIES INC.	10.14
47520	5/9/11	00902340	MARY SCHULTZ	70.00
47521	5/9/11	00001968	MATTHEW VITUCCI	15.00
47522	5/9/11	00000093	MATTHEW MCCULLA	30.00
47523	5/9/11	00002000	MATTHEW SHINTON	45.00
47524	5/9/11	00001330	MCCALLION STAFFING SPECIALISTS	364.50
47525	5/9/11	00001920	MICHAEL H. BEAN	90.00
47526	5/9/11	00001961	MICHAEL LONG	60.00
47527	5/9/11	00000867	MICHAEL SHEARER	45.00
47528	5/9/11	00002016	MICHAEL SHINTON	30.00
47529	5/9/11	00000912	MICHENER'S GRASS ROOTS, INC.	23.08
47530	5/9/11	00000324	MOYER INDOOR / OUTDOOR	262.00
47531	5/9/11	00001614	NAME TAG EMBROIDERY	259.00
47532	5/9/11	00001381	NATIONAL DECALCRAFT CORP.	259.20
47533	5/9/11	00000795	OCTORARO NATIVE PLANT NURSERY, INC	5,265.00
47534	5/9/11	00001134	OFFICE DEPOT, INC	160.32
47535	5/9/11	00001550	KCJ IANNELLI INC	5.18
47536	5/9/11	00001400	PA CHIEFS OF POLICE ASSOCIATION	50.00
47537	5/9/11	00001840	PAUL R. MOGENSEN	175.00
47538	5/9/11	00000095	PAUL SMITH	30.00
47539	5/9/11	00000361	PENN STATE EXTENTION	115.00
47540	5/9/11	00000595	PENN VALLEY CHEMICAL COMPANY	655.97

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
47541	5/9/11	00001880	PHILIP C. STUMP	60.00
47542	5/9/11	00000345	PRINTWORKS & COMPANY, INC.	753.53
47543	5/9/11	BT003162	R. DARROW RENTALS	15.33
47544	5/9/11	00000439	RED THE UNIFORM TAILOR	259.50
47545	5/9/11	00000430	REM-ARK ALLOYS, INC.	426.95
47546	5/9/11	00000445	RICHARD J. BRADY	266.95
47547	5/9/11	00000117	RIGGINS INC	3,749.31
47548	5/9/11	00000115	RIGGINS, INC	5,100.68
47549	5/9/11	00000061	ROBERT MCMONAGLE	15.00
47550	5/9/11	00000833	SHERWIN WILLIAMS	130.51
47551	5/9/11	1264	MORGAN STANLEY SMITH BARNEY INC	72,082.83
47552	5/9/11	00001847	STAPLES CONTRACT & COMMERCIAL, INC	305.05
47553	5/9/11	00000636	STAPLES CREDIT PLAN	107.97
47554	5/9/11	00000485	SYRENA COLLISION CENTER, INC.	750.00
47555	5/9/11	00001164	THE GOOSE GUYS INC.	250.00
47556	5/9/11	00001791	PHILADELPHIA PROTECTION BUREAU, INC	512.00
47557	5/9/11	00000720	TRAIL ELECTRICAL SERVICE, INC.	2,800.00
47558	5/9/11	00000077	TRISTATE ENVIRONMENTAL	2,713.25
47559	5/9/11	00000040	VERIZON PENNSYLVANIA INC	938.81
47560	5/9/11	00000040	VERIZON PENNSYLVANIA INC	2,267.08
47561	5/9/11	00001712	VERIZON BUSINESS	1,115.25
47562	5/9/11	00001033	VERIZON CABS	371.96
47563	5/9/11	00001492	VERIZON CABS	236.68
47564	5/9/11	00001079	VERIZON SELECT SERVICES INC.	540.00
47565	5/9/11	00000038	VERIZON WIRELESS SERVICES, LLC	354.53
47566	5/9/11	00000038	VERIZON WIRELESS SERVICES, LLC	129.03
47567	5/9/11	00001839	VINAY SETTY	75.00
47568	5/9/11	00001191	WARREN FUCHS	60.00
47569	5/9/11	00000760	WASTE MANAGEMENT OF	389.86
47570	5/9/11	00001329	WELDON AUTO PARTS	240.38
47571	5/9/11	00001948	WILLIAM H. FLUCK IV	95.00
47572	5/9/11	00000590	YOCUM FORD	498.38
47573	5/9/11	00000550	ZEP MANUFACTURING COMPANY	251.48
47574	5/9/11	00000125	DISCHELL, BARTLE, YANOFF & DOOLEY	10,522.00
47575	5/9/11	00002002	DOROTHY B. MCCOUN	184.00
47576	5/9/11	00000119	BCHS - BUCKS COUNTY HISTORICAL	60.25
47577	5/9/11	00002001	HAPPY TYMES FAMILY FUN CENTER	200.00
47578	5/9/11	00001040	THE FRANKLIN INSTITUTE SCIENCE	95.25
TOTAL				385,082.41

MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
04/28/2011	IRS	941 Payment	\$60,822.28
04/28/2011	BCG	401/457 Plan Payment	\$22,036.87
04/28/2011	PA-SCDU	Withholding Payment	\$1,797.37
04/29/2011	PA UC Fund	UC-2 1 st Quarter Payment	\$1,314.83
04/29/2011	Berkheimer	EIT 1 st Quarter Payment	\$16,433.88
05/04/2011	Commonwealth of PA	State Tax Payment	\$6,950.37
Total Paid as of 05/09/2011			\$109,355.60