

**AGENDA**  
**MONTGOMERY TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**November 14, 2011 - 8:00 P.M.**

[www.montgomerytwp.org](http://www.montgomerytwp.org)

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

Lawrence J. Grogan  
Township Manager

**ACTION MEETING - 8:00 PM**

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of the October 24, 2011 Meeting
6. Recognize Fire Department Personnel – Rescue of Dog Trapped Underground
7. Announce Appointment of Township Engineer
8. Announce Date of Fall 2011 Curbside Leaf Collection
9. Announce 2011 Holiday Lights Contest & Celebration
10. Consider Approval of 2012 Preliminary Budget and Authorization to Advertise Final Budget  
Hearing Date
11. Consider Open Space Access License Agreement Process/Proposal
12. Consider Medical Benefit Conversion Incentive – Non-Uniform Employees
13. Consider Endorsement of Neshaminy Creek Act 167 Stormwater Management Plan  
Amendment
14. Consider Authorization to Advertise for Bids for Police Uniforms
15. Consider Street Light Energy Supply Proposal – Constellation Energy
16. Consider Approval of 2012 Winter Recreation Fees
17. Consider Application for Tree City USA Growth Award & Tree City USA Recertification
18. Payment of Bills
19. Other Business
20. Adjournment

**Future Public Hearings/Meetings**

11-15-11 @ 12:30 PM – Business Development Partnership  
11-15-11 @ 7:00 PM – 300<sup>th</sup> Anniversary Committee  
11-16-11 @ 7:30 PM – Public Safety Committee  
11-16-11 @ 7:30 PM – Shade Tree Commission  
11-16-11 @ 7:00 PM – Sewer Authority

11-17-11 @ 7:30 PM – Finance Committee  
11-22-11 @ 7:00 PM – Environmental Advisory Committee  
11-22-11 @ 7:30 PM – Zoning Hearing Board  
11-28-11 @ 8:00 PM – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Public Comment

MEETING DATE: November 14, 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



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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

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SUBJECT: Announcement of Executive Session

MEETING DATE: November 14, 2011

ITEM NUMBER:

#4

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

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BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Approval of Minutes for October 24, 2011 Meeting

MEETING DATE: November 14, 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



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BACKGROUND:

Just a reminder – Please call Deb Rivas or Shirley Snyder on Monday, November 14, 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.

**MINUTES OF MEETING  
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
OCTOBER 24, 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 Gregan, Frank R. Bartle, Esquire, Ryan Cassidy, Esquire and Ann Shade. A matter of potential litigation, two personnel matters and a possible real estate purchase 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 R. Bartle, Esquire, Lawrence Gregan, Richard Brady, Scott Bendig, Bruce Shoupe, Kevin Costello, Rick Lesniak, Ann Shade, Shannon Drosnock, Vicki Zidek, Stacy Crandell, Sharon Tucker and Shirley Snyder.

Following the Pledge of Allegiance, Chairman Robert Birch called for public comment from the audience. There was no public comment this evening.

Frank R. Bartle, Esquire, reported that the Board met in an executive session earlier in the evening at 7:00 p.m. Mr. Bartle reported that there was a matter of potential litigation, two personnel matters and a possible real estate purchase discussed. Mr. Bartle reported that all of these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

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

Chairman Birch announced the resignation of Park and Recreation Board member, Mark Bates. Mr. Bates was a member of the Park & Recreation Board since 2010. Resolution #1, adopted unanimously, accepted the resignation of Mark Bates from the Montgomery

Township Park & Recreation Board, and thanked him for his dedication and service to Montgomery Township.

Michael Wintje, owner of Mike Carr's Towing and Hauling was recognized and presented with a plaque for his assistance to the Montgomery Township Police and Fire Departments. Chief Richard Brady stated that Carr's Towing has provided the Police Department with damaged vehicles to be used for public safety demonstrations, and the Fire Department with damaged vehicles for various Fire Department events. Resolution #2, adopted unanimously, recognized and commended Mr. Michael Wintje for his assistance and support to the Montgomery Township Police and Fire Departments.

Chief Richard Brady introduced District Attorney, Risa Vetri Ferman. District Attorney Ferman has generously provided \$6,000 toward the cost of the purchase and training for each of the two new Montgomery Township canine teams. Chairman Robert Birch presented Ms. Ferman with a plaque acknowledging her generous contribution. Resolution #3, adopted unanimously, recognized and commended District Attorney Risa Ferman for her continued support and commitment to the Montgomery Township Police Canine Unit and to all law enforcement. Chief Brady also introduced Montgomery County Sheriff, Eileen Behr, and thanked her for her continued efforts and support of the Canine programs.

Mr. and Mrs. Richard Day were also honored for their contributions to the Montgomery Township Canine Unit. Mr. and Mrs. Day live in the Township, and have donated funds to the Police Department for the enhancement of the Canine Unit. Resolution #4, adopted unanimously, recognized and commended Mr. and Mrs. Richard Day for their generous support of the Montgomery Township Canine Unit.

Officer Brian Schreiber and Canine Bauer were introduced by Chief Richard Brady. Officer Schreiber attended Canine Handlers Training in Sanford, North Carolina and on October 21, 2011, the team was certified by the training agency. Officer Schreiber and Canine Bauer

will have an additional two weeks of intense training under the direction of Canine Corporal Robert Hart, a certified Canine Trainer. Resolution #5, adopted unanimously, commended Canine Officer Brian Schreiber and Canine Bauer for their successful completion and certification as a Police Canine Team.

Chief Richard Brady introduced Recruit Applicant Peter Byrne. Recruit Byrne has spent his lifetime in the West Chester area and obtained a Bachelors Degree in Criminal Justice from West Chester University in 2010. On July 14, 2011, Recruit Byrne successfully passed the Municipal Police Officers Education and Training Commission Examination. Mr. Byrne was sworn in as a Police Officer in the Montgomery Township Police Department by Chairman Birch. In attendance was Diane Byrnes, Peter Byrne's Mother. Resolution #6, adopted unanimously, authorized the hiring of Peter Byrne as a Police Recruit with the Montgomery Township Police Department. Mr. Byrne will begin his position as Police Recruit on October 28, 2011.

Officer Adam Deussing joined the Montgomery Township Police Department on August 3, 2007. At that time, Officer Deussing was an active member of the U.S. Coast Guard Reserves. Throughout the years of his service with the Coast Guard he has continued to advance through the ranks. On September 1, 2011, he received his anchors and was promoted to the rank of E-7, Chief Petty Officer. Resolution #7, adopted unanimously, commended Officer Adam Deussing for his recent promotion to Chief Petty Officer (E-7) in the United States Coast Guard Reserves and extended our appreciation to him for his years of service as a member of the Armed Forces of the United States.

Director of Fire Services, Rick Lesniak, thanked the various volunteers and employees of Montgomery Township for their assistance in the preparation for Hurricane Irene and Tropical Storm Lee. Hurricane Irene passed by the New Jersey coast as a Category 1 Hurricane and Montgomery Township did not experience the flooding and damage that had been forecast. Resolution #8, adopted unanimously, recognized the volunteers of the Fire Department of

Montgomery Township and Volunteer Medical Service Corp, Township Administrative personnel, Department of Fire Services personnel, Emergency Management personnel, Police Department personnel and Public Works Department personnel for their preparedness efforts related to the Declarations of Emergency for both Hurricane Irene and Tropical Storm Lee in August and September 2011.

The consideration to appoint a Township Engineer was removed from the agenda, and will be rescheduled at a November meeting.

Montgomery United Soccer Association has requested permission to host the Roger Erb Tournament at the end of November. Resolution #9, adopted unanimously, approved the use of the William F. Maule Park at Windlestrae (Main, Zehr, Hennings & Rose Twig fields), as well as Spring Valley Park on November 12<sup>th</sup> and November 26<sup>th</sup>, with rain dates being November 13<sup>th</sup> and 27<sup>th</sup>, subject to terms and conditions of the Township's Facilities and Field Use Policy and in accordance with three additional conditions. Resolution #9, adopted unanimously, approved the use of Township fields for the Roger Erb Tournament the weekends of November 12<sup>th</sup> and 13<sup>th</sup>, and 26<sup>th</sup> and 27<sup>th</sup>, with specific conditions as set forth in the resolution.

Montgomery United Soccer Association has requested the waiver of fees for the Special Events Permit associated with the Roger Erb Tournament at the end of November. Resolution #10, adopted unanimously, approved the waiver of the Special Event Permit fee.

Supervisor Joseph Walsh made a motion to approve the three Escrow Resolutions as one. Resolution #11A, adopted unanimously, approved the final construction escrow release for Montgomery Commons, Children of America LDS# 560B. Resolution #11B, adopted unanimously, approved the escrow release #6 LDS#643 for Kidalas Court – 1215 Kenas Road. Resolution #11C, adopted unanimously, approved the escrow release #1, LDS#648 for General Hancock Townhouses – Highview at Montgomery.



Resolution #12, adopted unanimously, authorized the sale at auction of the following Township surplus equipment through J.J. Kane Auction Company, Conshohocken, PA: 2003 Ford Crown Victoria (2); 2007 Ford Crown Victoria; 1997 Ford #250 Van.

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

Chairman Robert Birch made a motion that the Board of Supervisors of Montgomery Township authorize the appropriate Township officials to execute on behalf of the Township, the Agreement for the sale of real estate for Township purchase of property located at 1237 Stump Road, North Wales, PA. The appropriate Township officials are authorized to take necessary action to effectuate the intent of this motion and to complete settlement of the subject property.

There being no further business to come before the Board, the meeting adjourned at 8:37 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Recognize Fire Department Personnel – Rescue of Dog Trapped Underground

MEETING DATE: November 14, 2011

ITEM NUMBER: #6

MEETING/AGENDA: ACTION XX

NONE

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

INITIATED BY: Richard Lesniak  
Director of Fire services

BOARD LIAISON: Robert J. Birch  
(Chairman)

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BACKGROUND:

On July 15, 2011 the Giampa family experienced a family emergency when they realized that their family dachshund, Candy, had become trapped in a hole underground. Anyone with pets can sympathize how traumatic this event must have been. After about an hour of trying to coax Candy out of the hole and working with a representative from Ark Animal Hospital, Mrs. Giampa called the firehouse looking for additional help. Shortly thereafter, Captain Colelli and Firefighters David Gallagher, Todd Kulp and Jeffrey Tomczak arrived to assist with rescuing Candy.

These firefighters were able to use their knowledge, training and equipment carried on Squad 18 to successfully rescue Candy from the hole. Mrs. Giampa was quoted in *The Reporter*, "I know that this was not the sort of life they had foreseen saving when they selflessly signed on to become firefighters, but my family is deeply grateful to have had these men to turn to when it came to the rescue of one of our family members." The actions of these firefighters are representative of the Fire Department's commitment to providing the necessary services to protect the lives of everyone in the community.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

RECOMMENDATION: It is recommended that the Board of Supervisors commend Captain Frank Colelli and Firefighter's David Gallagher, Todd Kulp and Jeffrey Tomczak for the assistance they provided the Giampa family in rescuing Candy from her underground confines.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby commend Captain Frank Colelli and Firefighters David Gallagher, Todd Kulp and Jeffrey Tomczak for the assistance they provided the Giampa family in rescuing Candy from her underground confines.

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.

## Happy ending for this dog tale

On July 15, my dachshund, Candy, followed a groundhog into its hole and was stuck underground.

Unable to turn around in the narrow passage, with an ear to the ground we could hear her trying to dig her way out, all the time barking for help.

In addition to my husband, these five heroes came to the rescue, seen in the photo at right, and managed to dig her out without any harm to her.

Among them was Chris Johnson, a staff member at Ark Animal Hospital, who was dispatched after a frantic call to their office.

After an hour of fruitless effort, I called the Montgomery Township Fire Department. Minutes later, four firefighters arrived, with just the right tools and manpower to get the job done.

I know that this was not the sort of life they had foreseen saving when

they selflessly signed on to become firefighters, but my family is deeply grateful to have had these men to turn to when it came to the rescue of one of our family members.

Our heartfelt thanks go out to Montgomery Township Fire Department and Ark Animal Hospital.

*Submitted by Laureen Giampa, Montgomery Township.*



SUBMITTED PHOTO

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Announce Date of Fall 2011 Curbside Leaf Collection

MEETING DATE: November 14, 2011

ITEM NUMBER: #8

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Grogan  
Township Manager

BOARD LIAISON: Joseph P. Walsh, Supervisor  
Liaison – Environmental Advisory Committee

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BACKGROUND:

In compliance with DEP regulations, the Township contracts with Republic Services, Inc. DBA BFI Waste Services of PA, LLC, to provide curbside leaf and yard waste collection twice a year in the Fall and the Spring from residential properties in the Township. The Fall 2011 curbside leaf and yard waste collection is scheduled for Saturday November 19, 2011.

In order to participate in the collection, residents must place the collected leaf and yard waste materials in biodegradable paper bags at the curb prior to 7:00 AM that day for collection.

In addition to the curbside leaf waste collection on that day, the Township will be conducting their monthly leaf and yard waste drop off collection at William F. Maule Park at Windlestrae (Main Section/Kenas Road) from 8AM to Noon.

Leaf and yard waste materials collected are disposed of at the Barnside Farm Compost Facility (DEP approved compost facility) via a contract with the Northern Montgomery County Recycling Commission (NMCRC).

This information has been placed on the Township's website, cable channel and distributed by e-news to all registered participants.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

RECOMMENDATION:

The Board is requested to announce the information regarding the collection program.

MOTION/RESOLUTION: None

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Announce 2011 Holiday Lights Contest & Celebration

MEETING DATE: November 14, 2011

ITEM NUMBER:

#9

MEETING/AGENDA: WORK SESSION

ACTION

NONE

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

INITIATED BY: Sharon Tucker, Recreation Coordinator

BOARD LIAISON: Michael J. Fox

(Liaison to the Park and Recreation Board)

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BACKGROUND:

The Montgomery Township Administration Department is currently planning the 8<sup>th</sup> Annual Holiday Lights Contest and Celebration. This event is run with support from the Park and Recreation Board.

The Holiday Lights Contest is an annual event that encourages our residents to decorate their homes in the Township for the holiday season. All entries are due by Friday, December 2<sup>nd</sup> at 4:30PM. The categories include Most Colorful, Most Variety, Most Traditional, Most Eco-Friendly, and Grand Prize Winner- "Car Stopper Award." Township Staff along with Park Board members judge all of the entries on Monday, December 5<sup>th</sup> from 5PM-7PM. Winners will earn lawn signs to place in their yards and gift cards. All participants will receive a certificate.

In conjunction with the Holiday Lights Contest, the Township will also be holding the 5<sup>th</sup> Annual Holiday Lights Celebration on Wednesday, December 7<sup>th</sup> from 6:30PM-8:30PM at the Township Administration Building. This event is for the whole family with snacks and drinks donated by Applebee's, holiday music, crafts, holiday story time, and much more!! With assistance from the FDMT, Santa will also make an appearance!

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

The township staff encourages and invites all Board Members to attend the Holiday Lights Celebration.

MOTION/RESOLUTION:

None.

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

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

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SUBJECT: Consider Approval of 2012 Preliminary Budget

MEETING DATE: November 14, 2011

ITEM NUMBER: *#10*

MEETING/AGENDA: WORK SESSION

ACTION ☒ xx    CONSENT    NONE

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

INITIATED BY: Shannon Drosnock  
Finance Director *SD*

BOARD LIAISON: Robert Birch, Esq, - Chairman  
Liaison -Finance Committee *RB*

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**BACKGROUND:**

The Board of Supervisors conducted four public workshops during the month of October and first week of November with all department heads and representatives of the FDMT, Inc. to review proposed Revenues and Expenditures for the 2012 Preliminary Budget. A Summary of the proposed Revenues and Expenditures for each fund is attached. During the Budget workshop meetings, several revisions to the budget were identified and have been incorporated into this 2012 Preliminary Budget. Presentation slides highlighting the revenue and expenditures in the 2012 Preliminary Budget will be presented at the public meeting on Monday night.

Upon adoption of a preliminary budget by the Board, a notice must be advertised once in one newspaper of general circulation in the township that the proposed budget is available for public inspection at the Township Building. After the approved preliminary budget has been available for public inspection for twenty (20) days, the Board of Supervisors shall, after making revisions as are appropriate, adopt a final budget not later than December 31<sup>st</sup>.

The adoption of this 2012 Preliminary Budget is an important step towards adoption of a Final Budget for 2012. If the estimated revenues or expenses in a proposed Final Budget are increased more than ten percent in the aggregate or more than twenty-five percent in any major category over the approved 2012 Preliminary Budget, a Final Budget may not be legally adopted with those increases unless it is been advertised again and an opportunity given to taxpayers to examine the amended Final Budget.

**PREVIOUS BOARD ACTION:** None

**ALTERNATIVES/OPTIONS:** None

**BUDGET IMPACT:** None

**RECOMMENDATION:**

Approve the 2012 Preliminary Budget as proposed.

**MOTION/RESOLUTION:**

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt the 2012 Preliminary Budget for all funds in the form attached hereto.

BE IT FURTHER RESOLVED that we hereby set Monday December 12, 2011 at 8:00 p.m. in the Township Building as the date, time and place for the Public Meeting for consideration of adoption of the 2012 Final Budget.

**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  
2012 PROPOSED PRELIMINARY BUDGET  
12/13/2012**

Fund-Dept	2009 Actual	2010 Actual	2011 Budget	2012 Budget	2011-2012 % Change
<b>FUND 01 GENERAL FUND</b>					
<b>REVENUES</b>					
Subtotal Real Estate Taxes	1,563,126.01	1,568,738.62	1,575,600.00	1,555,700.00	-1.26%
Subtotal Earned Income Taxes	3,787,313.14	3,897,325.23	3,770,000.00	3,800,000.00	0.80%
Subtotal Local Enabling Taxes	3,608,811.65	3,486,861.89	3,763,000.00	3,924,000.00	4.28%
Subtotal Permits	440,797.50	521,583.67	520,700.00	556,000.00	6.78%
Subtotal Licenses	494,514.97	525,228.83	503,300.00	541,300.00	7.55%
Subtotal Fines	129,191.37	135,189.67	127,000.00	127,000.00	0.00%
Subtotal Interest	59,285.26	19,817.39	25,000.00	34,000.00	36.00%
Subtotal Grants	471,778.47	474,222.73	411,000.00	411,000.00	0.00%
Subtotal Departmental Fees	60,081.29	75,887.16	78,875.00	78,875.00	0.00%
Subtotal Other Financing Sources	72,188.40	68,285.29	55,000.00	78,000.00	41.82%
Subtotal Interfund Transfers	267,628.37	320,810.53	402,540.00	375,810.00	-6.64%
<b>Total General Fund Revenues</b>	<b>10,954,916.43</b>	<b>11,093,951.01</b>	<b>11,232,015.00</b>	<b>11,481,685.00</b>	<b>2.22%</b>
<b>EXPENDITURES</b>					
Subtotal Administration	1,245,457.66	1,069,651.06	1,194,954.00	1,298,735.00	8.68%
Subtotal Tax Collection	142,030.98	196,937.17	209,150.00	208,075.00	-0.51%
Subtotal Benefits and Insurance	0.00	15,300.00	38,650.00	0.00	NA
Subtotal Finance	562,729.24	594,136.66	582,000.00	554,525.00	-4.72%
Subtotal Police	4,907,767.21	5,127,714.76	5,296,883.00	5,473,115.00	3.33%
Subtotal Police Vehicles	191,903.01	242,386.84	288,437.00	207,150.00	-28.18%
Subtotal Fire Protection	82,553.85	87,929.98	83,963.00	84,795.00	0.99%
Subtotal Planning & Zoning	661,209.04	644,266.20	696,270.00	785,495.00	12.81%
Subtotal Emergency and VMSC	3,239.42	3,056.45	4,872.00	9,300.00	90.89%
Subtotal Public Works - General	1,522,020.17	1,709,851.64	1,860,272.00	1,852,215.00	-0.43%
Subtotal Snow Removal	86,377.90	103,156.80	89,000.00	113,150.00	27.13%
Subtotal Public Works - Traffic Lights	77,067.87	38,122.12	94,832.00	100,095.00	5.55%
Subtotal Public Works - Street Lighting	13,745.90	14,833.55	20,200.00	20,200.00	0.00%
Subtotal Public Works - Repair	25,562.51	20,191.75	27,000.00	27,000.00	0.00%
Subtotal Interfund Transfers	1,334,059.46	985,082.66	665,100.00	711,450.00	6.97%
<b>Total Expenditures General Fund</b>	<b>10,855,724.22</b>	<b>10,852,617.64</b>	<b>11,151,650.00</b>	<b>11,445,300.00</b>	<b>2.63%</b>
<b>TOTAL SURPLUS/DEFICIT GENERAL FUND</b>	<b>99,192.21</b>	<b>241,333.37</b>	<b>80,365.00</b>	<b>36,385.00</b>	<b>-54.73%</b>

MONTGOMERY TOWNSHIP						
2012 PROPOSED PRELIMINARY BUDGET						
12/13/2012						
Fund-Dept	2009 Actual	2010 Actual	2011 Budget	2012 Budget	2011-2012% Change	
FUND 04 DEPARTMENT OF FIRE SERVICES						
Revenue subtotal	695,668.26	685,796.80	710,810.00	913,670.00	33.23%	
Expenditure Subtotal	708,157.30	656,244.20	834,413.00	876,755.00	33.60%	
TOTAL/SURPLUS/DEFICIT FIRE PROTECTION	(12,489.04)	29,552.60	(123,603.00)	36,915.00	24.91%	
FUND 05 PARKS AND RECREATION						
Revenue Subtotal	703,683.58	574,845.53	788,300.00	745,345.00	29.66%	
Expenditure Subtotal	678,640.68	523,734.62	768,300.00	744,545.00	42.16%	
TOTAL SURPLUS/DEFICIT FUND 05: PARKS AND R	25,042.90	51,110.91	20,000.00	800.00	-98.43%	
FUND 06 BASIN MAINTENANCE:						
Revenue Subtotal	5,933.91	1,306.21	2,000.00	2,000.00	53.11%	
Expenditure Subtotal	74,350.07	70,702.28	61,300.00	70,300.00	-0.57%	
TOTAL SURPLUS/DEFICIT FUND 06: BASIN MAINT	(68,416.16)	(69,396.07)	(59,300.00)	(68,300.00)	-1.58%	
FUND 07 STREET LIGHTS:						
Revenue Subtotal	138,941.17	133,221.11	133,000.00	135,030.00	1.36%	
Expenditure Subtotal	106,420.36	109,412.91	125,010.00	135,030.00	23.41%	
TOTAL SURPLUS/DEFICIT FUND 07: STREET LIGH	32,520.81	23,808.20	7,990.00	0.00	NA	
FUND 19: CAPITAL PROJECTS						
Subtotal Revenue Fund 19	831.72	20,977.44	73,101.80	0.00	NA	
Subtotal Fund 19 Expenses	441.59	0.00	73,101.80	0.00	NA	
TOTAL SURPLUS/DEFICIT FUND 19: CAPITAL PRO.	390.13	20,977.44	0.00	0.00	NA	
FUND 23: DEBT SERVICE						
Subtotal Fund 23 Revenue	489,609.12	487,358.73	510,802.00	511,300.00	4.91%	
Subtotal Expenditures Fund 23	378,802.79	384,302.78	388,795.00	479,775.00	24.84%	
TOTAL SURPLUS/DEFICIT FUND 23: DEBT SERVIC	110,806.33	103,055.95	122,007.00	31,525.00	-69.41%	
FUND 30: CAPITAL RESERVE FUND						
Subtotal Revenue Capital Reserve Fund	2,454,193.93	1,019,787.97	95,033.04	386,300.00	-62.12%	
Subtotal Expenditures Capital Reserve Fund	866,388.35	953,800.05	1,725,060.00	1,931,060.00	102.46%	
TOTAL SURPLUS/DEFICIT FUND 30 CAPITAL RESE	1,587,805.58	65,987.92	(1,630,026.96)	(1,544,760.00)	-2440.97%	
FUND 31: PARK DEVELOPMENT FUND						
Subtotal Revenue Park Development Fund	12,092.80	25,359.52	1,000.00	39,000.00	53.79%	
Subtotal Expenditures Park Development Fund	220,250.00	0.00	73,101.80	0.00	NA	
TOTAL SURPLUS/DEFICIT FUND 31 PARK DEVELO	(208,157.20)	25,359.52	(72,101.80)	39,000.00	53.79%	

MONTGOMERY TOWNSHIP 2012 PROPOSED PRELIMINARY BUDGET 12/13/2012						
Fund-Dept	2009 Actual	2010 Actual	2011 Budget	2012 Budget	2011-2012 % Change	
FUND 35: LIQUID FUELS						
Subtotal Liquid Fuels	458,706.97	434,189.50	433,000.00	458,700.00	5.65%	
Subtotal Liquid Fuels Expenditures	51,587.00	750,196.45	907,730.00	458,700.00	-38.86%	
TOTAL SURPLUS/DEFICIT FUND 35 LIQUID FUELS	407,119.97	(316,006.95)	(474,730.00)	0.00	NA	
FUND 50: FIRE RELIEF						
Subtotal Fire Relief Revenue	229,394.81	255,535.74	255,535.00	255,535.00	0.00%	
Subtotal Fire Relief Expenditures	229,394.81	255,535.74	255,535.00	255,535.00	0.00%	
TOTAL SURPLUS/DEFICIT FUND 50 FIRE RELIEF	0.00	0.00	0.00	0.00	NA	
FUND 60: POLICE PENSION						
Subtotal Police Pension Revenues	2,101,771.49	1,611,372.42	432,500.00	611,200.00	-62.07%	
Subtotal Police Pension Expenditures	265,578.77	920,126.18	2,226,192.72	611,200.00	-33.57%	
TOTAL SURPLUS/DEFICIT FUND 60 POLICE PENSION	1,836,192.72	691,246.24	(1,793,692.72)	0.00	NA	
FUND 65: DEFINED CONTRIBUTION						
Subtotal Defined Contribution Revenue	806,239.72	620,218.47	237,500.00	229,700.00	-62.96%	
Subtotal Defined Contribution Expenditure	96,332.58	635,905.97	237,500.00	233,000.00	-63.36%	
TOTAL SURPLUS/DEFICIT FUND 65 DEFINED CONTRIBUTION	709,907.14	(15,687.50)	0.00	(3,300.00)	-78.96%	
FUND 66: DEFERRED COMPENSATION						
Subtotal Deferred Compensation Revenue	758,667.90	531,821.10	266,625.00	272,350.00	-48.79%	
Subtotal Deferred Compensation Expenditures	141,703.86	544,656.14	616,964.04	272,350.00	-50.00%	
TOTAL SURPLUS/DEFICIT FUND 66 DEFERRED COMPENSATION	616,964.04	(12,835.04)	(350,339.04)	0.00	NA	
FUND 91: ESCROW						
Subtotal Escrow Revenue	181,410.47	294,175.33	228,000.00	175,000.00	-40.51%	
Subtotal Escrow Expenditures	202,973.64	323,045.02	228,000.00	175,000.00	-45.83%	
TOTAL SURPLUS/DEFICIT FUND 91 ESCROW	(21,563.17)	(28,869.69)	0.00	0.00	NA	
FUND 92: POLICE DONATION						
Subtotal Police Donation Revenue	411.54	4,272.13	12,100.00	100.00	-97.66%	
Subtotal Police Donation Expenditures	1,000.00	1,711.15	24,000.00	0.00	NA	
TOTAL SURPLUS/DEFICIT FUND 92 POLICE DONATION	(588.46)	2,560.98	(11,900.00)	100.00	-96.10%	
FUND 93: ENVIRONMENT						
Subtotal Environment Revenue	84,261.27	62,782.83	78,600.00	63,000.00	0.35%	
Subtotal Environment Expenditures	72,910.36	43,569.16	43,750.00	44,750.00	2.71%	
TOTAL SURPLUS/DEFICIT FUND 93 ENVIRONMENT	11,350.91	19,213.67	34,850.00	18,250.00	-5.02%	

MONTGOMERY TOWNSHIP 2012 PROPOSED PRELIMINARY BUDGET 12/13/2012						
Fund-Dept	2009 Actual	2010 Actual	2011 Budget	2012 Budget	2011-2012 % Change	
FUND 94: REPLACEMENT TREE						
Subtotal Replacement Tree Revenue	10,404.77	25,502.05	3,000.00	4,000.00	-84.31%	
Subtotal Replacement Tree Expenditures	34,132.96	77,475.27	91,560.00	69,060.00	-10.86%	
TOTAL SURPLUS/DEFICIT FUND 94 REPLACEMENT	(23,728.19)	(51,973.22)	(88,560.00)	(65,060.00)	25.18%	
FUND 95: AUTUMN FESTIVAL						
Subtotal Autumn Festival Revenue	20,471.22	22,442.28	25,550.00	25,200.00	12.29%	
Subtotal Autumn Festival Expenditures	18,732.48	18,895.16	25,550.00	25,200.00	33.37%	
TOTAL SURPLUS/DEFICIT FUND 95 AUTUMN FEST	1,738.74	3,547.12	0.00	0.00	NA	
FUND 96: RESTORATION FUND:						
Subtotal Restoration Fund Revenue	2,736.02	237.10	250.00	150.00	-36.74%	
Subtotal Restoration Fund Expenditures	157,651.68	20,108.04	0.00	0.00	NA	
TOTAL SURPLUS/DEFICIT FUND 96 RESTORATION	(154,915.66)	(19,870.94)	250.00	150.00	-100.75%	
FUND 99: FIRE DEPARTMENT MONTGOMERY TOWNSHIP						
Subtotal Fire Department Montgomery Township	146,655.58	125,787.46	54,975.00	53,610.00	-57.38%	
Subtotal Fire Department Montgomery Township	131,280.99	117,223.60	54,975.00	53,610.00	-54.27%	
TOTAL SURPLUS/DEFICIT FUND 99 FIRE DEPARTM	15,374.59	8,563.86	0.00	0.00	NA	
Grand total profit/loss	4,143,720.26	(5,229.31)	(4,338,791.52)	(1,468,295.00)	1.16	
	(3,238,487.80)	(673,031.68)	2,774,930.52	(2,700.00)	-99.60%	
GRAND TOTAL REVENUES - ALL FUNDS	20,290,660.72	18,096,997.12	15,997,992.00	16,366,175.00	-9.56%	
GRAND TOTAL EXPENSES - ALL FUNDS	21,184,535.48	18,775,258.11	17,561,853.00	17,831,770.00	-5.03%	
TOTAL SURPLUS/DEFICIT ALL FUNDS	(893,874.76)	(678,260.99)	(1,563,861.00)	(1,465,595.00)	116.08%	

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Open Space Access License Agreement Process

MEETING DATE: November 14, 2011

ITEM NUMBER: #11

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Robert J. Birch, Chairman

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BACKGROUND:

On occasion, we receive requests from property owners, who live adjacent to Township owned Open Space, for permission to access portions of their property through the Township's property. Most times the request is needed for construction or maintenance purposes and the physical conditions of their property, such as narrow side yards etc., preclude access.

We recently had such a situation on Abbey Lane wherein the property owner requested permission to access across Township Open Space property located along Tree Line Drive for landscape construction work in the rear of their property. At this time we do not have a mechanism to permit access through Township property and have to routinely deny access.

The Township Solicitor has prepared the attached form of "Access Agreement" to be used for this purpose. The agreement would:

- Specify the limit of the open space area permitted to be accessed.
- Prescribe a time limit for access.
- Require cleanup and restoration to the satisfaction of the Township.
- Require posting of a Certificate of Insurance with the Township as an additional named insured.
- Provide for the posting of a cash escrow to ensure proper completion of the restoration work.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: Totally exclude access through Township property which could result in significant

BUDGET IMPACT: Staff will provide a recommended fee schedule for the preparation/approval of the Access Agreement with the 2012 Fee Schedule Update.

RECOMMENDATION:

The Board is requested to provide staff with authorization to proceed with the use of the "Access Agreement" form for the purposes of granting access through Township Open Space.

MOTION/RESOLUTION: None

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

**PREPARED BY/ RETURN TO:**  
FRANK R. BARTLE, ESQUIRE  
ROBERT J. IANNOZZI, JR., ESQUIRE  
DISCHELL BARTLE YANOFF & DOOLEY  
1800 Pennbrook Parkway, Suite 200  
Lansdale, PA 19446  
215-362-2474  
Fax 215-362-6722

## **ACCESS AGREEMENT**

This AGREEMENT is made this \_\_\_\_\_ day of April 2010, between **Lentzcaping Inc.** with a primary business address of **2139 Bristol Rd, Warrington, PA 18976** ("Contractor") and **MONTGOMERY Township**, located at 1001 Stump Road, Montgomeryville, Pennsylvania, 18936 ("Township").

WHEREAS, Contractor, having been retained to perform work at **310 Abbey Lane** ("Work") proposes to use certain vacant open space, owned by Township, which is located on **Tree Line Drive** ("open space") to provide access to the work area performed above; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, it is agreed as follows:

1. **Scope of Agreement:**

1.1 Contractor is permitted to enter upon and use the vacant open space owned by the Township on **Tree Line Dr.**, as set forth in Exhibit "A", to perform the contracted work subject to the terms below:

1.1.1 The access area shall be limited to the open space area as depicted in Exhibit "A".

1.1.2 Upon completion of work, Contractor shall ensure that the open space area is (a) cleaned of debris

and free of all surplus and objectionable materials;  
(b) left in a well-graded and drained condition; and  
(c) reasonably contoured, prepared, limed, fertilized,  
seeded and mulched with formula and at rates  
typical for the project, for appearance and slope  
stabilization. If in the Township determines that  
sod-replacement is necessary, Contractor shall  
comply.

- 1.2 Contractor also agrees to protect the open space area in  
accord with all Township Codes, the Montgomery County  
Conservation District, and Pennsylvania Department of  
Environmental Protection.
2. Term: Contractor shall be permitted to use the open space area  
for a term of 30-days, unless extended in writing by the  
Township.
3. Escrow: The Township reserve the right to require the Contractor  
to place a cash escrow to ensure that the required restoration  
work is completed and for the replacement of any damaged  
curbing or sidewalk that may occur during this work. The  
escrow amount shall be evaluated on a case-by-case basis.
4. Insurance: Contractor shall comply with all applicable Township  
Insurance Requirements for Contractor Registration and name  
Montgomery Township as an additional insured on their  
insurance policy.
5. Assignment: Agreement and its attendant responsibilities and  
obligations may not be assigned or transferred by either party  
without the prior written consent of the other party.
6. Subcontracting. Contractor shall not subcontract or assign any of the  
work and/or obligations contemplated within this Agreement  
without prior written notice and approval by Township.
7. Termination: If at any time, Township or Contractor desires to terminate  
this Agreement, the terminating party shall provide a 10-day written notice

of termination to the non-terminating party. Upon the expiration of the notice period, all work contemplated within this Agreement, which remains unfinished, shall cease. In the event of such termination, either by Contractor or Township due to CONTACTOR'S and/or any subcontractors failure to satisfy the terms of this Agreement, Contractor shall be responsible to pay the cost of completing any and all work contemplated within this Agreement, which was unfinished at the time of termination.

8. Indemnification: To the fullest extent permitted by law, the Contractor agrees to protect, hold free and harmless, defend and indemnify the Township (including its elected or appointed officials, officers and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death of any person or damage arises out of, or is in any way connected with Contractor's and/or any subcontractor's entry, use or occupancy of Township's premises under this Agreement.
9. Notice: Any notice given pursuant to this Agreement shall be deemed sufficiently given if sent by registered or certified mail addressed to the address set forth in the preamble to this Agreement or such other address or addresses as the designated in subsequent writing between Contractor and Township.
10. Applicable Law: The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
11. Entire Agreement: This Agreement is the entire, final, complete and exclusive statement of the agreement between Contractor and Township. No terms, conditions, understandings, usages of the trade, courses of dealing or agreements purporting to modify, vary, explain or supplement this Agreement shall be binding unless and until hereafter made in writing and signed by Contractor and Township.



12. Severability: In the event that a court shall invalidate either in whole or in part any paragraph of this Agreement, the remainder of this Agreement shall remain in full force and effect and shall be severed from the section or sections, article or articles, deemed invalid. The numbering and titling of the paragraphs of this Agreement have been used only for convenience and constitute no part of this Agreement and shall not be used to construe or interpret this Agreement in any manner.
13. Counterparts: This Agreement may be executed in one or more counterparts each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

\*\*\*

IN WITNESS WHEREOF, Contractor and Township have duly executed and delivered this Agreement as of the date first written above.

Witness

**CONTRACTOR**

\_\_\_\_\_  
[INSERT SIGNATURE]

\_\_\_\_\_  
[INSERT SIGNATURE]

Witness

**MONTGOMERY TOWNSHIP**

\_\_\_\_\_

\_\_\_\_\_  
[INSERT SIGNATURE]

20

SS

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On this, the \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself to be the Chairman of the MONTGOMERY Township BOARD OF SUPERVISORS, and that as such, he was authorize to execute the foregoing instrument for the purposes therein contained, by signing the name of the Township by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

**SS**

Notary Public

**EXHIBIT “A”**  
[OPEN SPACE AREA]

N35°34'56"E 94.97'

20' W. WATER EASEMENT

57

ABBEY

R=393.80'  
A=18°38'

LANE

58 SLOPE

59

22' x 18' = 396 sq'

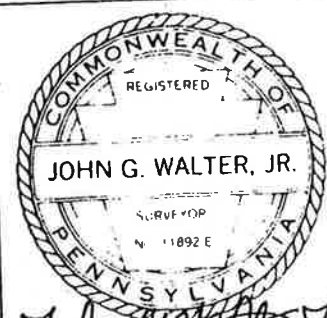
REV. 7-26-89: TOPO & DRAINAGE  
REV. 7-12-89: AS-BUILT.

ZONING DATA: R2-CLUSTER  
MINIMUM LOT AREA: 12,500 S.F.  
MINIMUM LOT WIDTH: 80' @ B.S.L.  
  
FRONT YARD: 40'  
SIDE YARD: 10'  
REAR YARD: 15'

LOT AREA	19,464	S.F.
GREEN SPACE	87%	
IMPERVIOUS SURFACE	13%	

PLOT PLAN LOT No. 58  
**N.V. HOMES**  
MONTGOMERY TOWNSHIP  
MONTGOMERY COUNTY, PA.  
SCALE: 1"=40'  
JOB No.88274 AUG.11,1988

URWILER & WALTER, INC.  
SUMNEYTOWN, PA., 18084



By John G. Walter, Jr.

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

November 14, 2011

SUBJECT: Consider Medical Benefit Conversion Incentive – Non-Uniform Employees

MEETING DATE: November 14, 2011

ITEM NUMBER: #12

MEETING/AGENDA: ACTION XX CONSENT NONE

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

INITIATED BY: Lawrence J. Gregan, Township Manager BOARD LIAISON: Robert J. Birch (Chairman)

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**BACKGROUND:**

For the Board's consideration, offer a one-time bonus to non-uniform employees who do not currently participate in the HMO plan, either because they participate in the PPO plan or they elect to opt out of medical plans offered by Montgomery Township.

Effective for 2012 Benefit Plan elections, the recommendation for non-uniform employees is to offer a one-time bonus for those employees who:

- Elect to switch from the PPO plan to the HMO plan (i.e., 2011 PPO member elects 2012 HMO membership), in exchange for giving up their option to elect participation in the PPO plan in any future plan year.
- Elect to remain in the HMO plan (i.e., 2011 HMO member elects 2012 HMO membership) to secure their continued participation in the HMO plan and in exchange for giving up their option to elect participation in the PPO plan in any future plan year.
- Have elected to opt out of either the PPO or HMO plans, in exchange for giving up their option to elect participation in the PPO plan in any future plan year should they become eligible to participate due to a life event.

The Bonus would be based on the current coverage eligibility level as follows:

- |                            |           |
|----------------------------|-----------|
| • Single Coverage          | - \$ 500  |
| • Couple Coverage          | - \$ 750  |
| • Parent/Child Coverage    | - \$ 750  |
| • Parent/Children Coverage | - \$1,000 |
| • Family Coverage          | - \$1,500 |

This HMO bonus benefit is not applicable to non-uniform employees hired since January 1, 2011

This HMO Bonus payment would be subject to normal tax withholdings.

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

None.

**PREVIOUS BOARD ACTION:**

None.

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

The current difference between the 2012 PPO and HMO premiums for a family is \$1,840 which would offset the cost of the bonus in 2012.

RECOMMENDATION:

Effective for 2012 Benefit elections, the recommendation for non-uniform employees is to offer a one-time bonus for those employees who elect to switch from the PPO Benefit Plan to the HMO Plan or give up their option to elect participation in the PPO Plan in any future plan year.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Non-Uniform HMO Medical Plan Conversion One-Time Bonus effective for the 2012 Benefit Plan elections per the attached memorandum.

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.

## MEMORANDUM

TO: All Non-Uniform Employees

FROM: Lawrence J. Gregan, Township Manager  
Ann M. Shade, Director of Administration & Human Resources

DATE: November 15, 2011

RE: HMO Medical Plan Bonus

Effective for 2012 Benefit Plan elections, non-uniform employees are offered a one-time bonus for those employees who:

- Elect to switch from the PPO plan to the HMO plan (i.e., 2011 PPO member elects 2012 HMO membership), in exchange for giving up their option to elect participation in the PPO plan in any future plan year.
- Elect to remain in the HMO plan (i.e., 2011 HMO member elects 2012 HMO membership) to secure their continued participation in the HMO plan and in exchange for giving up their option to elect participation in the PPO plan in any future plan year.
- Have elected to opt out of either the PPO or HMO plans, in exchange for giving up their option to elect participation in the PPO plan in any future plan year should they become eligible to participate due to a life event.

The Bonus is based on their current coverage eligibility level as follows:

- Single Coverage - \$ 500
- Couple Coverage - \$ 750
- Parent/Child Coverage - \$ 750
- Parent/Children Coverage - \$1,000
- Family Coverage - \$1,500

This HMO bonus benefit is not applicable to non-uniform employees hired since January 1, 2011

This HMO Bonus payment would be subject to normal tax withholdings.



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Endorsement of Neshaminy Creek Act 167 Stormwater Management Plan Amendment

MEETING DATE: November 14, 2011

ITEM NUMBER: #13

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Michael J. Fox, Supervisor

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BACKGROUND:

In late 2010, the Neshaminy Creek Watershed Stormwater Management Draft Plan was completed and adopted by Bucks County. The Plan was forwarded to Montgomery County Commissioner for approval prior to submission to DEP for approval and implementation. Upon approval and implementation by DEP, Montgomery Township would be required to adopt new stormwater ordinance regulations for approximately 90% of the Township that is located within the Neshaminy Creek Watershed.

At that time, Township Engineer John Chambers advised the Board that the impact of the new ordinance provisions would be difficult to enforce by the Township and cumbersome for small projects. The Board of Supervisors voiced an objection to the County Commissioners about the plan which resulted in the Commissioners removing it from consideration pending satisfaction of the Township's concerns. Subsequently, we provided a written report to the County with a summary of the Township's concerns with the proposed ordinance.

Specifically, our objections were that any additional impervious coverage would be controlled by the ordinance, which would make relatively small projects very expensive. John Chambers had prepared a "Fee in lieu of" alternative, which would make compliance with a proposed Ordinance less cumbersome for the small user and provide funds for "worthwhile stormwater management projects" to provide an environmental benefit to the Neshaminy Creek. This proposal was submitted to the County.

On September 26<sup>th</sup>, we received an alternative "solution" proposed by the Bucks County Planning Commission revising the exemption criteria so that volume control requirement would not apply to projects increasing impervious coverage by less than 1000 square feet and requesting the Township's support for this amendment and removal of its objection.

John Chambers has reviewed this proposal and continues his recommendation that the Plan regulates impervious surface increases at too low a level to be practical and too costly to our residents. He continues his recommendation that a "Fee in lieu of" alternative would provide a better environmental benefit to the Neshaminy Creek.

John Chambers will be present at the Board meeting on Monday night to review his recommendation.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Continue to object to the adoption of the Neshaminy Creek Watershed Stormwater Management Plan per the Township Engineers recommendation.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby continue our objection to the Neshaminy Creek Watershed Act 167 Stormwater Management Plan Amendment as proposed by the Bucks County Planning Commission and continue our recommendation that the Montgomery County Commissioners not approve the proposed plan amendment.

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.

Consulting Engineers  
and Surveyors



Chambers Associates, Inc.

831 DeKalb Pike  
Center Square, PA 19422-1271  
610-275-1114  
FAX 610-275-1807  
EMAIL [staff.csq@chambersassoc.com](mailto:staff.csq@chambersassoc.com)

September 26, 2011

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

**Subject:** *Neshaminy Creek Watershed ACT 167 Plan  
Job #105-611A*


Dear Larry:

I wanted to put in writing my thoughts concerning the proposed Neshaminy Creek ACT 167 Ordinance. As initially written, any additional impervious coverage would require an applicant to control the additional volume generated by the impervious coverage. As now proposed, the limit has been raised to 1,000 square feet of additional pervious coverage. My thought is that this still remains at too low a level to be practical. However, if Montgomery Township was allowed to utilize a fee in lieu of an applicant designing and building and maintaining stormwater management facilities, that the Township then could take those funds and construct more worthwhile stormwater management projects. I could support the fee in lieu of approach since there would be an environmental benefit to the Neshaminy Creek.

Another part of me objects to the cost to our residents. The proposed Stormwater Management Ordinance in the PAG-13 Program would exempt any land development that disturbs less than one (1) acre. Why should the citizen's of Montgomery Township be held to such a high standard, whereas the Federal Government only wants to control stormwater management for projects larger than one (1) acre of disturbance?

I suggest these alternatives be debated by the Montgomery Township Board of Supervisor's.

Very truly yours,



John O. Chambers, Jr., P.E.  
/jvr



## MONTGOMERY COUNTY PLANNING COMMISSION

box 311 • norristown • pennsylvania • 19404-0311 • (610) 278-3722  
office location: suite 201 • one montgomery plaza • swede & airy streets • norristown pa  
FAX (610) 278-3941 • Website [www.montcopa.org/plancom](http://www.montcopa.org/plancom)

September 20, 2011

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

Dear Mr. Gregan:

The Neshaminy Creek Watershed Stormwater Plan (Plan) was completed last year by Bucks County Planning Commission (BCPC), with assistance from Montgomery County Planning Commission and input from the municipalities through the Watershed Plan Advisory Committee. Following a public hearing, Montgomery County was preparing to adopt the plan and send it to DEP for approval, when we became aware of concerns on the part of a municipality regarding the stormwater control exemption criteria. Montgomery County did not adopt the plan at that time, and has been working with Bucks County and the municipality to come to an acceptable solution that will satisfy DEP.

I believe an appropriate solution has been reached. Bucks County has revised the exemption criteria so that volume control requirements no longer apply to projects with less than 1,000 square feet. DEP has reviewed this proposal and has agreed to the revision.

I believe that this revision addresses the municipal concerns, and would like to revise the Plan Montgomery County's portion of the watershed, and proceed with the adoption and approval process. However, before I do, I want to be sure that all the municipalities in Montgomery County's portion of the watershed are satisfied with the proposed revision. Please take a moment to review the enclosed letter from BCPC that explains the revision. Once you've had an opportunity to review the proposed revision, please let me know if your municipality has any objections to the county's intent to revise the plan as indicated by BCPC. I would appreciate hearing from you on or before October 7, 2011. If all the municipalities are in agreement, we will revise and adopt the Plan, prior to sending it to DEP for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Shaw".

Drew Shaw, AICP  
Chief, Environmental Planning  
Montgomery County Planning Commission  
(610)278-3733  
[dshaw@montcopa.org](mailto:dshaw@montcopa.org)

*Larry - Thanks for your  
continued help with  
this.*  
*-1*



Lynn T. Bush, AICP Executive Director

COUNTY COMMISSIONERS:

Charles H. Martin, *Chairman*  
Robert G. Loughery, *Vice Chairman*  
Diane M. Ellis-Marseglia, *LCSW*

PLANNING COMMISSION:

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David R. Nyman, *Vice Chairman*  
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Joseph A. Cullen, *Esq.*  
Raymond W. Goodnoe  
Darrin Hoffman  
Robert M. Pellegrino  
Carol A. Pierce  
David H. Platt

September 1, 2011

MEMORANDUM

TO: Neshaminy Creek Watershed Municipalities and Watershed Plan Advisory Committee (WPAC) Representatives

FROM: Lynn T. Bush, Executive Director, Bucks County Planning Commission  
*Lynn T. Bush*

SUBJECT: Neshaminy Creek Watershed Stormwater Management Plan Exemption Modification

Since the adoption of the Neshaminy Creek Watershed Stormwater Management Plan, the Bucks County Planning Commission has learned that many municipalities are having a difficult time implementing Pennsylvania Department of Environmental Protection's (PaDEP) volume control requirements. The language in the plan provides no exemptions for volume control, even for very small projects. PaDEP has agreed to a change in the language of the exemption criteria in the Neshaminy stormwater management plan. Volume control requirements no longer apply to projects which propose less than 1,000 square feet of impervious surface. The County concurs with this change and is making a change to the plan. The plan now includes the following language and table in Section 106 of the model ordinance:

*Section 106. Exemptions*

- A. *Regulated Activities that create impervious surfaces smaller than or equal to 1,000 square feet do not have to apply the volume control requirements of this Ordinance. Regulated Activities of this size are exempt from the peak rate control requirements and the SWM Site Plan preparation located in Section IV of this Ordinance. If the activity is found to be a significant contributor of pollution to the waters of this Commonwealth, the municipality may enforce any of the above requirements.*

Table 106.1: Impervious Surface Exemption Thresholds

Ordinance Article or Section	Type of Project	Proposed Impervious Surface		
		0 – 1,000 sq. ft.	1,001 – 5,000 sq. ft.	5,000 + sq. ft.
Article IV SWM Site Plan Requirements	Development	Exempt	Not Exempt	Not Exempt

Section 303 Volume Control Requirements	Development	Not Applicable	Not Exempt	Not Exempt
Section 304 Peak Rate Control Requirements	Development	Exempt	Exempt	Not Exempt
Erosion and Sediment Pollution Control Requirements	Must comply with Title 25, Chapter 102 of the PA Code and other applicable state and municipal codes.			

This change is consistent with the intent of the plan and does not require a formal plan amendment or plan re-adoption. Therefore, this revision is effective immediately and municipalities within the watershed boundary may revise their local ordinances to be consistent with the new language.

We will be hosting a Municipal Implementation Workshop on September 22, 2011, from 10:00 a.m. to 12:00 p.m., at the Bucks County Planning Commission. The purpose of the workshop is to review the plan revisions and to answer questions about watershed plan implementation. All Watershed Plan Advisory Committee (WPAC) representatives are invited to attend.

Please RSVP to Alice J. Lambert at the Bucks County Planning Commission at 215-345-3892 or [ajlambert@co.bucks.pa.us](mailto:ajlambert@co.bucks.pa.us), to let us know if your WPAC representative will attend the workshop. Please contact Alice if you have any further questions regarding the revisions or the implementation workshop.

Cc: Drew Shaw, Montgomery County Planning Commission  
Richard Kadwill, Montgomery County Conservation District  
Jennifer Kehler, Pennsylvania Department of Environmental Protection  
Gretchen Schatschneider, Bucks County Conservation District

RECEIVED

SEP 7 - 2011

MONTGOMERY COUNTY  
PLANNING COMMISSION

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

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SUBJECT: Consider Authorization to Advertise for Bids for Police Uniforms

MEETING DATE: November 14, 2011      ITEM NUMBER: #14

MEETING/AGENDA:      ACTION XX      NONE

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

INITIATED BY: Lawrence J. Gregan      BOARD LIAISON: Robert J. Birch, Chairman  
Township Manager 

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BACKGROUND:

The current contract for Police Uniforms expires at the beginning of January, 2012. We are ready to solicit bids for the new contract.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Authorize the Township Manager to advertise for bids.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the Township Manager to advertise for bids for Police Uniforms. Said bids are to be received on or before 10:00 a.m. on December 6, 2011, and will be opened at that time. Bids will be considered for award at the next scheduled regular Board of Supervisor's meeting after 8:00 p.m. following the bid opening.

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.

# **MONTGOMERY TOWNSHIP**

**MONTGOMERY COUNTY  
PENNSYLVANIA**

**PROPOSAL AND SPECIFICATIONS FOR**

## **POLICE UNIFORMS**

**FOR USE BY**

**THE MONTGOMERY TOWNSHIP POLICE DEPARTMENT**

### **BID OPENING**

**TUESDAY, DECEMBER 6, 2011 AT 10:00 A.M.**

**CONSIDERATION OF BID**

**THE NEXT SCHEDULED BOARD OF SUPERVISORS MEETING OR  
TUESDAY, JANUARY 3, 2012 AFTER 8:00 P.M.**

**MONTGOMERY TOWNSHIP MUNICIPAL BUILDING  
1001 STUMP ROAD  
MONTGOMERYVILLE, PA 18936**



## **BIDDING INFORMATION AND INSTRUCTIONS**

### **1. General Instructions<sup>1</sup>**

The Township of Montgomery will receive sealed proposals for the purchase of Police Uniforms for use by the Police Department. **Bids are due on Tuesday, December 6, 2011 at 10:00 a.m.** and shall be addressed to:

Montgomery Township Board of Supervisors  
1001 Stump Road  
Montgomeryville, PA 18936

**Bids will either be delivered by US mail to the above address or hand delivered to the Township Administration Building during regular business hours (Monday through Friday 9:00 a.m. to 5:00 p.m.). Bids will not be accepted at the Police Station.**

All bids shall be sealed and shall clearly and prominently indicate on the envelope "**BID FOR PURCHASE OF POLICE UNIFORMS**". NO BID SHALL BE CONSIDERED UNLESS MADE ON THE BID FORM OF THE TOWNSHIP OF MONTGOMERY.

The Montgomery Township Board of Supervisors reserves the right to accept or reject any and all bids, or parts thereof, at its discretion. The Board of Supervisors also reserves the right to examine qualifications and receive information regarding the same.

Bids may be withdrawn by any bidder as long as a written request is received prior to the time and date of the bid opening.

The contract awarded in 2012 may be renewed, without a bid, in 2013 and 2014.

### **2. Bid Security**

Each bid must be accompanied by a bid bond or certified check, in the amount of ten percent (10%) of the total bid, payable to the Township of Montgomery. Bid bonds shall be executed by a surety company legally authorized to do business in the Commonwealth of Pennsylvania. The address and telephone number of the surety company shall be provided on the bond document.

The bid bond will guarantee that the successful bidder will enter into the contract and will furnish all additional bonds. Secured funds will be liquidated as damages in the event the successful bidder fails or refuses to enter into the contract or provide additional bonds.

If the successful bidder submits a certified check as a bid bond, it will be returned upon receipt of an acceptable Performance Bond. Certified checks submitted by unsuccessful bidders will be returned within thirty days of the opening of the bids.

### **3. Signatures**

Bids shall be signed with the full name of the bidder or an authorized agent of the bidder. The

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<sup>1</sup>In the case of a motor vehicle bid, the bidder shall attach the manufacturer's full and detailed specifications. All exceptions to Montgomery Township's stated specifications MUST be noted on the Bid or Proposal Form. The bid price shall INCLUDE the processing of applications for title and registration for the Township. All motor vehicles, (for purchase, lease or rent) including tractors, cars, trucks and earth moving equipment must be manufactured in North America, as per PA Act 40 of 1984. A motor vehicle is manufactured in North America if a substantial majority of the principal components are assembled into the final product in an assembly plant in North America.

bid shall indicate whether the bidder is an individual, a corporation, or a partnership. If the bidder is a corporation, the bid shall be signed by a properly authorized officer of the corporation. The corporate name and the name of the State under which it is incorporated, as well as the names of its officers, shall also be provided. In case of a partnership, the full name of each individual partner shall be provided.

4. Obligation of Bidders

At the time of opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications, site and all contract documents. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his proposal.

5. Acceptance of Bid

Within thirty days of the opening of the bids, the Township will act upon them. The acceptance of a bid will be given to the successful bidder by notice in writing. The successful bidder will be required to execute a contract within twenty days after such notice of acceptance. The acceptance of a bid as provided herein shall constitute the award of the contract.

6. Award of Contract/Liquidated Damages

The contract shall be awarded to the lowest responsible bidder. In determining a responsible bidder, the Board of Supervisors may consider, among other things, the quality of previous work, the timely completion of projects, history of payments to subcontractors and suppliers, maintenance of a permanent place of business, adequacy of equipment and plant to do the work, technical experience and whether the bidder has a solid financial base to guarantee contract completion.

The award of the contract binds the successful bidder to execute the contract and to be responsible for liquidated damages as herein before provided. The rights and obligations provided for in the contract shall become effective and binding upon the parties when the contract is awarded. Failure or neglect to execute and deliver the required contract and/or bonds within the said period of twenty days shall constitute a breach of the agreement affected by the acceptance of the bids and the proposal security shall thereupon become forfeited.

7. Additional Bonds<sup>2</sup>

Within twenty days of award of the contract, the successful bidder will be required to furnish a Performance Bond in the amount of **(50%)** of the contract, conditioned upon the faithful performance of the contract in accordance with the specifications, plans and conditions of the contract. Such bond shall be solely for the protection of the Township.

The successful bidder will also be required to furnish and pay for a satisfactory Payment Bond in the amount of **100%** of the contract and a Maintenance Bond in the amount of **10%** of the contract as a warranty of the goods and/or services provided, throughout the maintenance

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<sup>2</sup> A certificate of Workers Compensation Insurance, in the amount of \$1,000,000., and a Payment Bond, in the amount of 100% of the contract, will be required for all installation and construction bids (including the rental of equipment with operator). The Payment Bond will be solely for the protection of claimants supplying labor or materials to the prime contractor to whom the contract was awarded, or to any of his subcontractors, in prosecution of the work provided for in such contract, and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. Each bond shall be executed by one or more surety companies legally authorized to do business in the Commonwealth of Pennsylvania.

period (eighteen months from the date of delivery or installation).

All bonds shall be executed by one or more surety companies legally authorized to do business in the Commonwealth of Pennsylvania. The address and telephone number of the surety company shall be provided on the bond document.

The Board of Supervisors reserves the right to waive any bonding requirements at its sole discretion.

7. Form of Proposal

All bids must be submitted on the forms provided by the Township of Montgomery. All blank forms and blank spaces must be filled in by the bidder.

8. Taxes

The Township is exempt from any and all federal, state, and local excise, sales and use taxes. The successful bidder shall provide the necessary exemption forms.

9. Delivery<sup>3</sup>

Delivery shall be within 30 days of the awarding of the contract. The successful bidder shall also advise of any special instructions pertinent to the type of service for which a particular item is to be used.

10. Detailed Bid Specifications

The following bid specifications are intended to describe the minimum acceptable specifications for Police Uniforms to be used by the Montgomery Township Police Department.

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<sup>3</sup> In the case of a vehicle bid, the vehicle will bear the current Pennsylvania inspection sticker and emission inspection sticker at the time of delivery. A lubrication chart and an "Owner's Manual of Instructions" shall be furnished with vehicle at time of delivery.

## WHITE COMMAND STAFF SHIRT SPECIFICATIONS

### Scope:

This specification covers the requirement for uniform long sleeve shirts made from first quality 100% Dacron polyester fabric for the Montgomery Township Police Department.

The garment shall be custom made to measure according to individual measurements and fittings. Shirts are to be made in USA.

### Requirements:

First quality 100% Dacron polyester fabric as detailed in the specifications.

### Fabric specifications:

Weave –tropical

Weight – 9.5 ounces per linear yard

Fiber content –100% Dacron polyester

### Shirt fabrication:

Color- white

**Style:** Regulation police long sleeve shirt with shoulder straps and metal eyelet badge holder. Five permanently sewn in military creases. Rear creases to be sewn under the yoke to the base of the rear inner lining below the neck. Yoke to be center pointed (4 ½” from the bottom neckband to point of yoke on a male size 16 ½” shirt, comparable distance for other sizes) for comfort and to be lined with 55% cotton and 45% polyester broadcloth of a coordinating color.

**Front:** Seven button front with vertical buttonholes. Buttonholes are to be extra heavy duty, approximately 50 stitches per inch. Center placket is to be approximately 1 3/8” wide and to be lined with fusible pella. The shirt is to have a hidden zipper front, which is to be molded flat YKK zipper #vfo-36, 7/16” wide, 15” in length and molded. Zipper will begin at the 2<sup>nd</sup> button from the top down.

**Construction:** The collars and cuffs are to be ¼” top stitched and all seams are to have no less than 10 stitches per inch. All parts of the shirts to be computer cut and mirrored to insure uniformity of shape and size. All seams to have reinforcing tack stitching of no less than 3 stitches at the beginning and end of each seam.

**Badge holder:** Badge tab to be lined with fusible pella and two metal eyelets approximately 1 inch wide and 2 ½” inches long having a center stitch for reinforcement, to be sewn all the way around. G

Collar: Collar to be stand up style. Collar to have permanently fused shrink proof 100% cotton interlining, extra heavy grade, collar to be 2 5/8" long. Collar stays which measure 3/8" x 2 1/2" shall be stitched in such a manner that the collar stays are sewn directly to the tip of the collar. Neckband is to be lined white rayon sateen. The collar will consist of a leaf with a separate stitched on stand. The collar stand will be made of the basic cloth and will be lined on the inside with poly/cotton broadcloth. The collar stand will be sewn and turned single needle construction. The collar stand and collar stand lining shall be fused with pellon #ah3643 white. The collar stand is to fasten with one (1) button, with a corresponding buttonhole. The collar leaf is to be top stitched with two (2) rows of stitching. The points of the collar leaf will be 2-7/8" +/- 1/8" in length when finished at the points. The collar leaf after being completed and folded down will measure approximately 1-3/4" in the center, at the back of the collar. The collar stays shall be inserted to the very point of the collar and sewn into the point of the collar in the inner part of the collar leaf in a manner that no stitches will show through the outside of the collar. When completed, the collar will have a tie space opening of 3/8" to 1/2". The interlining of the collar leaf will be of pellon woven fusible #n5772 white. The collar stays will be of the best possible quality staler. The collar stays will be 2-5/8" in length and 1/4" in width. Collar stays must be affixed in a manner so as not to interfere with the centering of collar brass on the collar. The collar stays must be of sufficient thickness to prevent puckering, wrinkling and rolling of the collar.

Sleeve: Sleeves to have double reinforced elbows. Reinforcement is to be one piece construction and to be double stitched at opening and single stitched throughout the elbow. Reinforcement to be approximately 6 3/4" at the widest point, to vary depending on the shirt size, and is to be sewn into the inseam of the sleeve and into the cuff. Two button cuff will accommodate a removable 24 ligne metal button. Cuff to have permanently fused shrink proof 100% cotton interlining, extra heavy grade. Cuff to be 3" wide and squared off, rounded or barrel cuff is not acceptable.

Pockets: Pockets to be pleated approximately 5 7/8" deep and 5 1/4" wide. Pockets are to be scalloped style with Velcro in each corner. Velcro is to measure 5/8" x 5/8" and to be sewn in place on all four sides. The flaps are to be interlined with pellon crease and tac, 100% polyester. The left pocket at the top is to have a 1 1/4" pencil division. Pockets will accommodate a removable metal 24 ligne button. Pockets and flaps to be die creases for uniformity. Pockets will be equally distant from the center placket. The metal buttons are to be attached to top of flap.

Shoulder straps: Military style sewn into sleeve seams and crossed stitched. All shoulder straps are to be interlined with pellon crease and tac, 100% polyester and die creased for uniformity. Shoulder straps shall be graded by size with the straps for size 16 1/2" to measure 5 3/4" in length, 1 1/2" at point end and 2 1/8" where it is sewn into the shoulder seam. Shoulder straps will accommodate a removable metal 24 ligne button.

Buttons: Entire shirt will have permanent 24 ligne plastic buttons with the exception of the epaulets, cuffs and pocket flaps which will be removable metal 24 ligne Pennsylvania state seal buttons as manufactured by the Waterbury Button Company. Lieutenant and above will receive gold buttons on the command staff shirt

Certification: Vendor shall be responsible for all requirements, specifications and standards, and shall certify compliance with all of the above. There shall be no sub-contracting of either the cutting or the manufacturing of the shirts and doing so will be cause for rejection of the garment.

Emblems: A regulation Montgomery Township Police emblem shall be attached to each sleeve, set 1" below shoulder seam.

Note: short sleeve shirts will meet every specification as the long sleeve shirts. Short sleeve shirts will have a hemmed half sleeve which will be available in sleeve lengths.

## TROUSER SPECIFICATIONS (COMMAND STAFF)

### Scope:

This specification covers the requirements for uniform trousers made from first quality 55% Dacron polyester and 45% wool fabric for the Montgomery Township Police Department.

The garments shall be custom made to measure according to individual measurements and fittings. Trousers are to be made in the USA.

### Requirements:

First quality 55% Dacron polyester and 45% wool fabric as detailed in the specifications.

### Fabric specifications:

Summer weight: 11 ounce tropical 3ply French blue #114 shade

Year round weight: 14 ounce gabardine 2ply French blue #114 shade

Winter weight: 16 ½ ounce elastique 2ply French blue #114 shade

### Trouser fabrication:

Style: Modern up to date military patterns shall be used with fitted waistbands and finished hems produced according to individual sizing. The width of the legs shall be proportional to individual inseam and shoe sizes. To be made with two full straight side pockets and two rear pockets. Left rear pocket to have a pearl type eyelet buttonhole and button, the right rear pocket is to be made open style. The density of buttonhole is 50 stitches per inch with a four hole 24 ligne plastic button.

Pockets: Front on seam straight pockets approximately 6 ¼" opening and measuring from the top of the opening to the bottom of the pocket measures approximately 13". The back pocket opening is to be 5 ½" wide and 7" deep. All pockets are to be sewn inside out and turned then top stitched for extra strength. All pocket welts are to be interlined with pellon and then top stitched.

Belt loops: All trousers are to have 7 belt loops 7/8" wide and 2" long. All loops are to have double stitching for extra strength. All loops are to be sewn into waistband at the top and then dropped to accommodate a 1 3/4" duty belt. All loops are to be sewn in such a manner as not to allow raw edges. The base of the loops to be stitched for extra strength with a minimum of 28 stitches per loop.

Pocketing: Pocketing to be 2.5 natural drill, poly/cotton twill #230 as manufactured by qst industries. Blend to be 70% cotton and 30% polyester.

**Waistband:** Waistband curtain to be black, approximately 2 3/4" wide with 3 rows of snug-tex completely around the interior of the pants and 1 5/8" banroll to prevent rolling shall be caught in the top stitching. Snug-tex to extend over the French fly and waistband curtain with snug-tex to cover the back seam outlet. Top of the waistband to be single needle top stitched at the top and bottom of band for extra strength. Zig-zag or chain stitch is not acceptable. Waistband curtain shall be constructed with 3" wide buckram backing. Polyester will not be accepted.

**Fly:** Talon zipper is to be brass #603-0-025 with a #001-5310-05-03-04-000 slide, cut and gapped to precise lengths for individual trousers. Zipper slide to be heavy duty self locking type. Zipper tape to be all cotton twill style #06-1310. Trouser closure to be crush proof heavy duty hook and eye style with a 1 piece French fly and fly button fastening at the base of the waistband. Two piece fly and button tab is not acceptable.

**Stripe:** Stripe to be 1 1/2" police and fire blue serge, 14 ounce 55% Dacron polyester and 45% wool 2ply and to be sewn into the trouser in such a manner as to show no top stitching except at pocket opening reinforcement. Stripe to be mounted to the front panel and incorporated with the front pocket construction. There shall be a centered overlay of 1/2" gold Mylar metallic braid.

**Construction:** All stress points are to be properly bar tacked and closing seams to have #40 polyester cord reinforced thread for extra strength. Trousers must be properly shaped, the outseams and inseams to be pressed open flat. All edges will be finished smooth with 15 stitches per inch. There will be no raw edges inside or outside of the trouser. All trousers are to have approximately a 5" polyester and cotton crotch reinforcement sewn in; size may vary according on the trouser size. Front creases are to be permanently sewn in with a lock stitch.

**Certification:** Vendor shall be responsible for all requirements. Specifications and standards and shall certify compliance with all of the above. There shall be no sub-contracting of either the cutting or the manufacturing of the trousers, doing so will be cause for rejection of the garments. Due to past experience the Montgomery Township Police Department insists that the bidder is the manufacturer and intends to cut and manufacture the trousers in their own facilities to insure continuity of fabric, design and patterns. If vendor intends to subcontract the trouser or any portion of the production of same, the name, address and phone number of the subcontractor must be submitted along with a least five references of law enforcement agencies for who said contractor has perform similar work for the vendor.

**Sample:** An exact sample must be submitted prior to the bid opening and must fully represent the production items that can be expected. Prior to the award of the bid, there shall be a sample of the trouser produced to an individual of the department for the purpose of evaluating fit.

**Labeling:** All trousers shall have a bar-coded permanently affixed label attached which states the name of the using agency, name of the individual for who it was made for, fabric lot number, size, date of manufacture and a tracking code which corresponds with the packing list and invoice number.



Cutting: All garments are to be cut from computerized patterns utilizing a Lectra or Gerber computerized cutting system. This modern equipment provides and insures the production of extremely precise patterns as well as properly aligned seams for future alterations. In addition to enhancing tailoring of finely proportioned patterns for maximum draping qualities and consistent sizing.

## SHIRT SPECIFICATIONS (PATROLMAN AND SERGEANTS)

### Scope:

This specification covers the requirement for uniform shirts made from first quality 55% Dacron polyester and 45% wool material for the Montgomery Township Police Department.

The garment shall be custom made to measure according to individual measurements and fittings. All shirts must be made in the USA.

### Requirements:

First quality 55% Dacron polyester and 45% wool fabric as detailed in specifications.

### Fabric specifications:

Long sleeve shirts: French blue shade #114, 11 ounce 3ply tropical.

Short sleeve shirts: French blue shade #114, 8 ½ ounce 2 ply tropical.

### Shirt fabrication:

Style: Regulation police long sleeve shirt with shoulder straps and metal eyelet badge holder. Five permanently sewn in military creases. Rear creases to be sewn under the yoke to the base of the rear inner lining below the neck. Yoke to be center pointed (4 ½" from the bottom neckband to point of yoke on a male size 16 ½" shirt, comparable distance for other sizes) for comfort and to be lined with 55% cotton and 45% polyester broadcloth of a coordinating color.

Front: Seven button front with vertical buttonholes. Buttonholes are to be extra heavy duty, approximately 50 stitches per inch. Center placket is to be approximately 1 3/8" wide and to be lined with fusible pellow. The shirt is to have a hidden zipper front, which is to be molded flat YKK zipper #vfo-36, 7/16" wide, 15" in length and molded. Zipper will begin at the 2<sup>nd</sup> button from the top down.

Construction: The collars and cuffs are to be ¼" top stitched and all seams are to have no less than 10 stitches per inch. All parts of the shirts to be computer cut and mirrored to insure uniformity of shape and size. All seams to have reinforcing tack stitching of no less than 3 stitches at the beginning and end of each seam.

Badge holder: Badge tab to be lined with fusible pellow and two metal eyelets approximately 1 inch wide and 2 ½" inches long having a center stitch for reinforcement, to be sewn all the way around. Badge holder is to be placed above left pocket at a height so the badge does not interfere with the pocket flap.

Collar: Collar to be stand up style. Collar to have permanently fused shrink proof 100% cotton interlining, extra heavy grade, collar to be 2 5/8" long. Collar stays which measure 3/8" x 2 ½" shall be stitched in such a manner that the collar stays are sewn directly to the tip of the collar. The neckband to be lined with 65% dacron polyester and 35% cotton blend blue fabric. The collar will consist of a leaf with a separate stitched on stand. The collar stand will be made of the basic

cloth and will be lined on the inside with poly/cotton broadcloth. The collar stand will be sewn and turned single needle construction. The collar stand and collar stand lining shall be fused with pella #ah3643 white. The collar stand is to fasten with one (1) button, with a corresponding buttonhole. The collar leaf is to be top stitched with two (2) rows of stitching. The points of the collar leaf will be 2-7/8" +/- 1/8" in length when finished at the points. The collar leaf after being completed and folded down will measure approximately 1-3/4" in the center, at the back of the collar. The collar stays shall be inserted to the very point of the collar and sewn into the point of the collar in the inner part of the collar leaf in a manner that no stitches will show through the outside of the collar. When completed, the collar will have a tie space opening of 3/8" to 1/2". The interlining of the collar leaf will be of pella woven fusible #n5772 white. The collar stays will be of the best possible quality staler. The collar stays will be 2-5/8" in length and 1/4" in width. Collar stays must be affixed in a manner so as not to interfere with the centering of collar brass on the collar. The collar stays must be of sufficient thickness to prevent puckering, wrinkling and rolling of the collar.

Sleeve: Sleeve to have double reinforced elbows. Reinforcement is to be one piece construction and to be double stitched at opening and single stitched throughout the elbow. Reinforcement to be approximately 6 3/4" at the widest point, to vary depending on the shirt size, and is to be sewn into the inseam of the sleeve and into the cuff. Two button cuff will accommodate a removable 24 ligne metal button and will a poly/cotton twill covering over the shank of the button. Cuff to have permanently fused shrink proof 100% cotton interlining, extra heavy grade. Cuff to be 3" wide and squared off, rounded or barrel cuff is not acceptable.

Pockets: Pockets to be pleated approximately 5 7/8" deep and 5 1/4" wide. Pockets are to be scalloped style with Velcro in each corner. Velcro is to measure 5/8" x 5/8" and to be sewn in place on all four sides. The flaps are to be interlined with pella crease and tac, 100% polyester. The left pocket at the top is to have a 1 1/4" pencil division. Pockets will accommodate a removable 24 ligne metal button. Pockets and flaps to be die creases for uniformity. Pockets will be equally distant from the center placket.

Shoulder straps: Military style sewn into sleeve seams and crossed stitched. All shoulder straps are to be interlined with pella crease and tac, 100% polyester and die creased for uniformity. Shoulder straps shall be graded by size with the straps for size 16 1/2" to measure 5 3/4" in length, 1 1/2" at point end and 2 1/8" where it is sewn into the shoulder seam. Shoulder straps will accommodate a removable 24 ligne metal button.

Buttons: Entire shirt will have 24 ligne metal buttons with the exception of the front which will be permanent blue 24 ligne plastic button. Metal buttons to be Pennsylvania seal type as manufactured by the Waterbury Button Company will come with a disc and toggle. Gold finish buttons will be required for sergeants and silver for patrolman.

Certification: vendor shall be responsible for all requirements, specifications and standards, and shall certify compliance with all of the above. There shall be no sub-contracting of either the cutting or the manufacturing of the shirts and doing so will be cause for rejection of the garment.

Emblems: a regulation Montgomery Township Police Department emblem shall be attached to both sleeves, set 1" below shoulder seam. Where needed, regulation Montgomery Township Police rank chevrons will be attached to each sleeve below the shoulder emblem. Where needed, a regulation Montgomery Township hash mark will be applied to the left forearm. Where needed, a specialized unit emblem will be placed on the right sleeve in place of the township emblem.

Short sleeve shirts: will meet every specification of the long sleeve shirts with the following exceptions:

Hemmed half sleeves which will be measured to the half inch in length.

Removable metal buttons will be added to the front pocket.

## TROUSER SPECIFICATIONS (SERGEANTS)

### Scope:

This specification covers the requirements for uniform trousers made from first quality 55% Dacron polyester and 45% wool fabric for the Montgomery Township Police Department.

The garments shall be custom made to measure according to individual measurements and fittings. Trousers are to be made in the USA.

### Requirements:

First quality 55% Dacron polyester and 45% wool fabric as detailed in the specifications.

### Fabric specifications:

Summer weight: 11 ounce tropical 3ply French blue #114 shade

Year round weight: 14 ounce gabardine 2ply French blue #114 shade

Winter weight: 16 ½ ounce elastique 2ply French blue #114 shade

### Trouser fabrication:

Style: Modern up to date military patterns shall be used with fitted waistbands and finished hems produced according to individual sizing. The width of the legs shall be proportional to individual inseam and shoe sizes. To be made with two full straight side pockets and two rear pockets. Left rear pocket to have a pearl type eyelet buttonhole and button, the right rear pocket is to be made open style. The density of buttonhole is 50 stitches per inch with a four hole 24 ligne plastic button.

Pockets: Front on seam straight pockets approximately 6 ¼" opening and measuring from the top of the opening to the bottom of the pocket measures approximately 13". The back pocket opening is to be 5 ½" wide and 7" deep. All pockets are to be sewn inside out and turned then top stitched for extra strength. All pocket welts are to be interlined with pella and then top stitched.

Belt loops: All trousers are to have 7 belt loops 7/8" wide and 2" long. All loops are to have double stitching for extra strength. All loops are to be sewn into waistband at the top and then dropped to accommodate a 1 3/4" duty belt. All loops are to be sewn in such a manner as not to allow raw edges. The base of the loops to be stitched for extra strength with a minimum of 28 stitches per loop.

Pocketing: Pocketing to be 2.5 natural drill, poly/cotton twill #230 as manufactured by qst industries. Blend to be 70% cotton and 30% polyester.

**Waistband:** Waistband curtain to be black, approximately 2 3/4" wide with 3 rows of snug-tex completely around the interior of the pants and 1 5/8" banroll to prevent rolling shall be caught in the top stitching. Snug-tex to extend over the French fly and waistband curtain with snug-tex to cover the back seam outlet. Top of the waistband to be single needle top stitched at the top and bottom of band for extra strength. Zig-zag or chain stitch is not acceptable. Waistband curtain shall be constructed with 3" wide buckram backing. Polyester will not be accepted.

**Fly:** Talon zipper is to be brass #603-0-025 with a #001-5310-05-03-04-000 slide, cut and gapped to precise lengths for individual trousers. Zipper slide to be heavy duty self locking type. Zipper tape to be all cotton twill style #06-1310. Trouser closure to be crush proof heavy duty hook and eye style with a 1 piece French fly and fly button fastening at the base of the waistband. Two piece fly and button tab is not acceptable.

**Stripe:** Stripe to be 1 1/2" gold gabardine, 12 ounce 2ply shade #10 and to be sewn into the trouser in such a manner as to show no top stitching except at pocket opening reinforcement. Stripe to be mounted to the front panel and incorporated with the front pocket construction. There shall be a centered overlay of 1 1/8" French blue shade #114 of 11 ounce 3ply tropical. Both stripes must be a 55% Dacron polyester and 45% wool blend.

**Construction:** All stress points are to be properly bar tacked and closing seams to have #40 polyester cord reinforced thread for extra strength. Trousers must be properly shaped, the outseams and inseams to be pressed open flat. All edges will be finished smooth with 15 stitches per inch. There will be no raw edges inside or outside of the trouser. All trousers are to have approximately a 5" polyester and cotton crotch reinforcement sewn in; size may vary according on the trouser size. Front creases are to be permanently sewn in with a lock stitch.

**Certification:** Vendor shall be responsible for all requirements. Specifications and standards and shall certify compliance with all of the above. There shall be no subcontracting of either the cutting or the manufacturing of the trousers, doing so will be cause for rejection of the garments. Due to past experience the Montgomery Township Police Department insists that the bidder is the manufacturer and intends to cut and manufacture the trousers in their own facilities to insure continuity of fabric, design and patterns. If vendor intends to subcontract the trouser or any portion of the production of same, the name, address and phone number of the subcontractor must be submitted along with a least five references of law enforcement agencies for who said contractor has perform similar work for the vendor.

**Sample:** An exact sample must be submitted prior to the bid opening and must fully represent the production items that can be expected. Prior to the award of the bid, there shall be a sample of the trouser produced to an individual of the department for the purpose of evaluating fit.

**Labeling:** All trousers shall have a bar-coded permanently affixed label attached which states the name of the using agency, name of the individual for who it was made for, fabric lot number, size, date of manufacture and a tracking code which corresponds with the packing list and invoice number.

Cutting: All garments are to be cut from computerized patterns utilizing a Lectra or Gerber computerized cutting system. This modern equipment provides and insures the production of extremely precise patterns as well as properly aligned seams for future alterations. In addition to enhancing tailoring of finely proportioned patterns for maximum draping qualities and consistent sizing.

## TROUSER SPECIFICATIONS (PATROL OFFICERS)

### Scope:

This specification covers the requirements for uniform trousers made from first quality 55% Dacron polyester and 45% wool fabric for the Montgomery Township Police Department.

The garments shall be custom made to measure according to individual measurements and fittings. Trousers are to be made in the USA.

### Requirements:

First quality 55% Dacron polyester and 45% wool fabric as detailed in the specifications.

### Fabric specifications:

Summer weight: 11 ounce tropical 3ply French blue #114 shade

Year round weight: 14 ounce gabardine 2ply French blue #114 shade

Winter weight: 16 ½ ounce elastique 2ply French blue #114 shade

### Trouser fabrication:

Style: Modern up to date military patterns shall be used with fitted waistbands and finished hems produced according to individual sizing. The width of the legs shall be proportional to individual inseam and shoe sizes. To be made with two full straight side pockets and two rear pockets. Left rear pocket to have a pearl type eyelet buttonhole and button, the right rear pocket is to be made open style. The density of buttonhole is 50 stitches per inch with a four hole 24 ligne plastic button.

Pockets: Front on seam straight pockets approximately 6 ¼" opening and measuring from the top of the opening to the bottom of the pocket measures approximately 13". The back pocket opening is to be 5 ½" wide and 7" deep. All pockets are to be sewn inside out and turned then top stitched for extra strength. All pocket welts are to be interlined with pellon and then top stitched.

Belt loops: All trousers are to have 7 belt loops 7/8" wide and 2" long. All loops are to have double stitching for extra strength. All loops are to be sewn into waistband at the top and then dropped to accommodate a 1 3/4" duty belt. All loops are to be sewn in such a manner as not to allow raw edges. The base of the loops to be stitched for extra strength with a minimum of 28 stitches per loop.

Pocketing: Pocketing to be 2.5 natural drill, poly/cotton twill #230 as manufactured by qst industries. Blend to be 70% cotton and 30% polyester.



**Waistband:** Waistband curtain to be black, approximately 2 3/4" wide with 3 rows of snug-tex completely around the interior of the pants and 1 5/8" banroll to prevent rolling shall be caught in the top stitching. Snug-tex to extend over the French fly and waistband curtain with snug-tex to cover the back seam outlet. Top of the waistband to be single needle top stitched at the top and bottom of band for extra strength. Zig-zag or chain stitch is not acceptable. Waistband curtain shall be constructed with 3" wide buckram backing. Polyester will not be accepted.

**Fly:** Talon zipper is to be brass #603-0-025 with a #001-5310-05-03-04-000 slide, cut and gapped to precise lengths for individual trousers. Zipper slide to be heavy duty self locking type. Zipper tape to be all cotton twill style #06-1310. Trouser closure to be crush proof heavy duty hook and eye style with a 1 piece French fly and fly button fastening at the base of the waistband. Two piece fly and button tab is not acceptable.

**Stripe:** Stripe to be 1 1/8" police and fire blue, 14 ounce serge, 55% Dacron polyester and 45% wool, 2-ply. Stripe is to be sewn into the trouser in such a manner as to show no top stitching except at pocket opening reinforcement. Stripe to be mounted to the front panel and incorporated with the front pocket construction.

**Construction:** All stress points are to be properly bar tacked and closing seams to have #40 polyester cord reinforced thread for extra strength. Trousers must be properly shaped, the outseams and inseams to be pressed open flat. All edges will be finished smooth with 15 stitches per inch. There will be no raw edges inside or outside of the trouser. All trousers are to have approximately a 5" polyester and cotton crotch reinforcement sewn in; size may vary according on the trouser size. Front creases are to be permanently sewn in with a lock stitch.

**Certification:** Vendor shall be responsible for all requirements. Specifications and standards and shall certify compliance with all of the above. There shall be no subcontracting of either the cutting or the manufacturing of the trousers, doing so will be cause for rejection of the garments. Due to past experience the Montgomery Township Police Department insists that the bidder is the manufacturer and intends to cut and manufacture the trousers in their own facilities to insure continuity of fabric, design and patterns. If vendor intends to subcontract the trouser or any portion of the production of same, the name, address and phone number of the subcontractor must be submitted along with a least five references of law enforcement agencies for who said contractor has perform similar work for the vendor.

**Sample:** An exact sample must be submitted prior to the bid opening and must fully represent the production items that can be expected. Prior to the award of the bid, there shall be a sample of the trouser produced to an individual of the department for the purpose of evaluating fit.

**Labeling:** All trousers shall have a bar-coded permanently affixed label attached which states the name of the using agency, name of the individual for who it was made for, fabric lot number, size, date of manufacture and a tracking code which corresponds with the packing list and invoice number.

Cutting: All garments are to be cut from computerized patterns utilizing a Lectra or Gerber computerized cutting system. This modern equipment provides and insures the production of extremely precise patterns as well as properly aligned seams for future alterations. In addition to enhancing tailoring of finely proportioned patterns for maximum draping qualities and consistent sizing.

## PATROL CAP SPECIFICATIONS

Material for top of cap for all ranks will be French blue #114 shade, 16 ½ ounce Elastique 2ply, 55% Dacron polyester and 45% wool.

Style: R13 pindown style New England Crush

Lining: Black acetate with square plastic pocket; pocket sewn in center for id cutting ticket. Cutting ticket must contain all the same information as on all shirt and trousers.

Frame: Permanent band of police and fire blue serge, 14 ounce 2ply, 55% Dacron polyester and 45% wool

Frame support: #11 050 black plastic, top to be sewn into the crown And the bottom stapled to frame

Visor: Regulation 1 7/8" Philadelphia style #169 black polyvinyl  
Top for all ranks with the exception of the deputy chief and chief  
Of police which will have gold embroidered bullion visor

Sweatband: 1 ¼" leather perforated sewn into cap.

Buttons: Metal Pennsylvania state seal type

Strap: Silver regal front strap for patrolman and gold regal  
Front strap for sergeants and above. Backs for all ranks will be  
5/8" black with buckle.

Eyelets: One front center eyelet on front for badge and two on  
Each side for ventilation

## **BID OR PROPOSAL FORM**

Submit this form to Montgomery Township in a sealed envelope, clearly and prominently marked: **Bid for Purchase of Police Uniforms.**

Bids are due **Tuesday, December 6, 2011 at 10:00 a.m.** and shall be addressed to:

Montgomery Township Board of Supervisors  
1001 Stump Road  
Montgomeryville, PA 18936

Bids will either be delivered by US mail to the above address or hand delivered to the Township Administration Building during regular business hours. Bids will not be accepted at the Police Station.

Bids will be considered for award at the next scheduled Board of Supervisors meeting or Tuesday, January 3, 2012, after 8:00 p.m.

The undersigned hereby agrees to sell and deliver to the Township of Montgomery Police Uniforms to be utilized by the Police Department, per your minimum specifications.

Approximate delivery date after order is placed: \_\_\_\_\_

Pricing is per piece.

Command Staff Shirts (White) / Long Sleeve \$ \_\_\_\_\_ Short Sleeve \$ \_\_\_\_\_

Command Staff Trousers / Summer \$ \_\_\_\_\_ Year Round \$ \_\_\_\_\_ Winter \$ \_\_\_\_\_

Patrol / Sergeants Shirts / Long Sleeve \$ \_\_\_\_\_ Short Sleeve \$ \_\_\_\_\_

Sergeants Trousers / Summer \$ \_\_\_\_\_ Year Round \$ \_\_\_\_\_ Winter \$ \_\_\_\_\_

Patrol Trousers / Summer \$ \_\_\_\_\_ Year Round \$ \_\_\_\_\_ Winter \$ \_\_\_\_\_

Patrol Caps \$ \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_

Exception to Bid \_\_\_\_\_

\_\_\_\_\_  
(Further exceptions may be noted on a separate sheet.)

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Street Light Energy Supply Proposal – Constellation NewEnergy

MEETING DATE: November 14<sup>th</sup>, 2011

ITEM NUMBER: #15

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Shannon Q. Drosnock,  
Finance Director

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

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BACKGROUND:

The Pennsylvania League of Cities Municipalities (PLCM) under their Municipal Utility Alliance Program (MUA) has contracted with Constellation NewEnergy (Constellation) to offer more competitive pricing under their Electricity Procurement Program. Through a publicly advertised, competitive bid process, the MUA has supplied us with a preliminary price quote at a favorable rate through Constellation for our Street Light, Traffic Light, and some Park Light electric accounts.

Based on a rate quote from November 1<sup>st</sup>, the new rate for street light electric would be .0239/KwH less than what the Township is currently paying with PECO. Based on the Township's average annual consumption of 1,045,000 KwH, the new rate would generate approximately \$25,000 per year in cost savings.

The majority of the savings (65%) would be realized in the Street Light Fund (07) which is funded through resident assessments on the Real Estate Tax bills. The General Fund (01) would realize approximately 20% of the savings and the Park and Recreation Fund (05) would realize the remaining 15% of cost savings.

The contract does not restrict the Township to a specified consumption in order to maintain the reduced rate. In other words, if the Township were to pursue more energy efficient street lights, the rate per KwH would be the same and the full savings of the energy efficient lighting could be realized.

Lastly, the contract term has been structured in conjunction with the General Service contract that the Township began with Constellation in November of 2010 to ensure that both the Street Light Contract and General Services Contract will end at the same time.

Note - Electric rate quotes are daily and expire at 5 pm each day. The analysis contained herein is based on a rate quote from November 1<sup>st</sup>, 2011. This quote will be updated on Monday, November 14<sup>th</sup> in time for the public meeting that evening.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

In October of 2010 the Board authorized the Township to enter into a 4 year electric generation supply contract with Constellation NewEnergy for five of the Township's General Service accounts.

The contract attached hereto contains the same language as the 2010 contract with the updated PECO account information and an updated "begin" date.

ALTERNATIVES/OPTIONS:

To continue receiving electric generation supplied by PECO.

BUDGET IMPACT:

Approximate total savings of between \$18,400 and \$25,000 per year.

RECOMMENDATION:

Based on our recent discussions with Constellation, we anticipate that the rate will be in the range of .060/kWh to .070/kWh depending on the electric market on November 14th. Due to the volatility of the market, Constellation can only guarantee a quote to 5:00PM on the day it is provided. As a result, we are requesting approval to accept a rate quote for up to a maximum rate of .070/kWh which would represent, on a worst case scenario, an \$18,400 cost savings.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors that we hereby authorize the Township to execute a contract with Constellation NewEnergy for supplying street light electric energy for a contract term of 37 months at a maximum rate of up to .070/kWh.

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



Agreement is Not  
Valid Unless  
Executed by  
NewEnergy

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

**Montgomery Township ("Customer") AND CONSTELLATION NEWENERGY, INC. ("NewEnergy") AGREE AS FOLLOWS:**

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to NewEnergy, unless the context clearly requires otherwise.

**Purchase and Sale of Electricity.** You will purchase from us on an exclusive basis and we will supply, or cause to be supplied, all of your electricity requirements at the prices set forth below for the account(s) identified in the Account Schedule below ("Account(s)"). By signing this Agreement, you authorize us to enroll your Account(s) with your Utility so that we can supply those Account(s). You will take such actions as we request to allow us to enroll your Account(s) in a timely manner. You also give us the authority to supply you with electricity from whatever source we choose.

**Your Price.** You will pay charges associated with the following contract prices:

Price Component Name	Component Contract Price Unit Of Measure
Energy Price Non TOU	\$/kWh

The specific prices for each Account are set forth in the Account Schedule, below.

You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) Utility charges for delivery/distribution services if we provide you a single bill that includes Utility charges. If the Utility changes the designated rate class for any Account(s), we will have the right to adjust your fixed price to reflect extra costs we incur. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law and/or market structure, as described in Section 6 of the General Terms and Conditions below. The Utility charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged to us vary for any reason, including but not limited to the types of changes described above.

**Cost Components.** For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 2, Market Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Transmission Costs	Price Adjustment
Line Loss Costs	Fixed
RMR Costs	Passed Through

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs, margin, or costs associated with meeting Renewable Portfolio Standards ("RPS") at the levels required by currently applicable law.

**Retail Trade Transactions.** At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

**Term.** This Agreement will become effective and binding after you have signed the Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The dates set forth in the Account Schedule below are based on the information currently available from the Utility, and actual meter read dates are determined by the Utility. If a meter read date schedule has not been published by the Utility, we shall use our best estimate of the scheduled meter read date. The actual meter read date may occur on, before, or after the date set forth in the Account Schedule. The exact Start and End Dates under this Agreement will be determined in accordance with the Utility's actual meter read dates for the Account(s). We will use commercially reasonable efforts to begin service to the Account(s) on the actual meter read dates that occur on or closest to the Start Date(s) set forth below, unless off cycle dates are agreed by the parties. If, as a result of circumstances beyond our control we are unable to enroll one or more of the Accounts so the term can begin on or about the Start Date in the Account table, the Start Date(s) will commence on the next regularly scheduled Utility meter read date following successful enrollment of such Account(s), but the End Date(s) will remain the same. Circumstances beyond our control include, but are not limited to: (i) your failure to timely provide us with all Account related information necessary to successfully enroll the Account(s) with the Utility; (ii) your failure to assist us or confirm, as needed, in notifying the Utility that it has selected us as your supplier or (iii) any acts or omissions of the Utility (including a change in an Account's meter read cycle). We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. At the end of the term of this Agreement, if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated at the Utility as being served by us, we may continue to serve your Account(s) on a month-to-month holdover basis (or "Holdover Term") and will charge you the "Holdover Rate" calculated by us in our sole

Reference Number: 1-1347557693 | Account Representative: E16371 | FORM: Siebel - 1-1347557693 | Page - 1 - of 7 | Printed: 11/1/2011 | E18193

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Rev. Oct-1-2011

discretion for each billing cycle as (Holdover Metered Usage) x (Holdover Market Price + \$0.00525/kWh) + Holdover Costs + Taxes. This Agreement will continue to govern our relationship for the supply of electricity during the Holdover Term, and either of us may terminate the Holdover Term at any time upon 45 days advance written notice to the other. As an alternative to supplying your electricity on a holdover basis following termination, expiration or cancellation of this Agreement, we may instead switch your Accounts to the applicable Utility supply service. Supply of electricity under this Agreement is conditioned upon (1) our review and approval of your creditworthiness, (2) our verification of the accuracy of all the information that you provide to us regarding your electricity usage and the Account(s), and (3) your Account(s) being accepted into the retail access program established by the Utility. We shall have the right to terminate this Agreement upon 15 days' notice without penalty if any of these conditions are not met to our satisfaction.

**Your Invoice.** Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the Utility for Utility charges and one invoice from us for all other charges unless we agree otherwise. All amounts charged are due in full within **twenty** (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your Utility. Your invoices will be based on actual data provided by the Utility, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less.

**Usage Variance.** Your price is based upon your historic and/or estimated monthly usage and metered rate of consumption for each Account. You warrant and represent that you do not own any generation behind the meter or other material usage-altering measures associated with the Accounts except to the extent such generation or measures are disclosed in an exhibit to this Agreement. You agree to bear any losses, additional charges and costs to us arising from or resulting from, or relating to changes in consumption due to your behind the meter generation or other material usage-altering measures except as specifically disclosed to us. You agree to use reasonable efforts to provide us prompt prior written notice before any significant change in the anticipated usage of electricity for any Account(s) receiving service under this Agreement, including changes due to equipment outages, plant or facility shutdowns, or changes in the operating hours of a facility. If one or more of your facilities which are receiving electricity supply under this Agreement are closed, vacated, sold, consolidated or otherwise disposed of, then you may, to the extent permitted by applicable law, terminate this Agreement with respect to the corresponding Account(s) upon 30 days written notice to us, in which event you may be liable to make an early termination payment under Section 5 of the attached General Terms and Conditions.

**Certain Warranties.** You warrant and represent that for Account(s) located in the Commonwealth of Pennsylvania your aggregate peak load during any 12 month period is greater than 25 kilowatts.

**Notices.** All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St, Suite 750, Houston, Texas 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

**Customer Service.** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customercare@constellation.com](mailto:customercare@constellation.com). Your prior authorization of us to your Utility as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-888-635-0827. We reserve the right to cancel this Agreement in the event you rescind the authorization.

**Consumer Protections, State Public Utility Commission, and Utility Information.** If you are a Pennsylvania consumer, you acknowledge provisions of the Utility's Electric Generation Supplier Services Tariff or Electric Generation Supplier Coordination Tariff relating to the Utility's disclosure of Customer-specific information to electric generation suppliers, and you agree to prohibit the disclosure of any such information to any electric generation supplier other than NewEnergy during the term of this Agreement. You may change this election at any time by contacting the Utility. If there is any conflict between this Agreement and the referenced orders or tariffs, you agree that this Agreement shall control to the extent permissible under applicable law.

**IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UTILITY AT:**

Utility Name	Utility Abbreviation	Contact Numbers
Philadelphia Electric Company	PECO	Emergency: 8008414141

**Additional information may be obtained by contacting the Public Service Commission ("PSC") of Maryland at: 1-800-492-0474, 6 St. Paul Street, Baltimore, MD 21202-6806, OR the PSC of the District of Columbia at: (202) 626-5100, 1333 H Street, NW, 6<sup>th</sup> Floor, East Tower, Washington, D.C. 20005, OR the Pennsylvania Public Utility Commission at: (717) 783-1740, P.O. Box 3265, Harrisburg, PA 17105-3265, OR the Delaware PSC at (302) 739-4247, 861 Silver Lake Boulevard, Cannon Building, Ste 100, Dover, DE 19904.**

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]



Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

CONSTELLATION NEWENERGY, INC.

Customer: Montgomery Township

By:

Name:

Title:

Date:

Address: 1221 Lamar St. Suite 750  
Houston, Texas 77010

Attention: Contracts Administration

Facsimile: (866) 470-1303

Telephone: (410) 470-3030

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

Name: Lawrence Gegan

Title: Finance Director

Date:

Address:

Attention:

Facsimile: (215) 855-6656

Telephone: (215) 393-6907

Email Address: lgregan@montgomerytp.org

## GENERAL TERMS AND CONDITIONS

### 1. General Definitions.

**"Delivery Point"** means existing and future points of interconnection between your Utility's transmission system and/or distribution system and those of a third-party.

**"Holdover Costs"** means the sum of all costs and charges incurred by us for the retail delivery of energy, including, without limitation and as applicable, charges for transmission, capacity, ancillary service, congestion, renewable portfolio standards, collateral costs and any similar costs and charges that may be imposed on or borne by NewEnergy with respect to the Accounts (whether imposed by the ISO, the Utility, the Federal Energy Regulatory Commission or otherwise) from time to time. We will pass Holdover Costs through to you on your invoice without mark-up as part of your Holdover Rate.

**"Holdover Market Price"** means the ISO-published Real Time Locational Based Marginal Price for the ISO zone applicable to each Account expressed in \$/kWh, except for Account(s) in NYISO Zone J, where Holdover Market Price means the ISO-published Day Ahead Locational Based Marginal Price for such ISO zone expressed in \$/kWh. Holdover Market Prices are published hourly or sub-hourly depending on the ISO.

**"Holdover Metered Usage"** means your metered kilowatt-hour usage at the Accounts during the applicable billing period, as adjusted by the applicable line loss factor(s). If Customer's Account(s) are not equipped with meters that provide an hourly reading, We will use either the load profiles provided by the Utility for your class or, in the absence of such load profiles provided by the Utility on a timely basis, an otherwise reasonable allocation method established by us in order to apply Holdover Market Prices to your monthly usage.

**"ISO"** means PJM, or other successor or replacement entity, public or private, administering transmission reliability and control of the electricity grid.

**"Taxes"** means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, kWh, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this Agreement or thereafter) imposed by any governmental entity.

**"Utility" or "UDC"** means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

**2. Market Definitions. "Ancillary Services And Other ISO Costs"** means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not included in the definition of Capacity Costs, Energy Costs, and Transmission Costs. We will determine your monthly Ancillary Services And Other ISO Costs based on your \$/kWh share of our cost for Ancillary Services And Other ISO Costs incurred with respect to all of our customers within the applicable ISO service territory or in the form of an otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

**"Auction Revenue Rights"** are revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are awarded to us with respect to our customers' transmission peak load contribution.

**"Capacity Costs"** means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

**"Energy Costs"** means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

**"Line Loss Costs"** means the distribution charges imposed by the Utility in connection with the supply of electricity by us to you in accordance with this Agreement, which are calculated based on a percentage of your kilowatt-hour consumption during the applicable period times.

**"Non Time Of Use" or "NTOU"** means all hours of each day.

**"RMR Costs" or "Reliability-Must-Run Costs"** means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

**"Transmission Costs"** means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the Utility's service territory.

**"Transmission Loss Credits"** are amounts credited to us by the ISO under the ISO's marginal loss construct for the load served by us.

**"UDC Peak"** means the hours designated as peak from time to time by the Utility.

**"UDC Off Peak"** means all hours other than UDC Peak hours.

**3. Cash deposit and other security.** At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us (or increase such deposit or security) if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within 5 days of our request.

**4. Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 3 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due.

**5. Remedies upon default.** If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to Utility service (consistent with applicable regulations and Utility practices); and/or require that you compensate us for all losses we sustain due to your default, including the following:

- payment of all amounts you owe us for electricity provided to you;
- when the Agreement is terminated early (entirely or as to certain Accounts), payment of an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such electricity for to a third party under then-current market conditions; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.

**6. Changes in law, market structure, and/or your electricity needs or classifications.** If a change in or implementation of (a) law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO operating guidelines, ISO protocols, zonal boundary definitions, Utility tariffs, and the like (including resource adequacy or renewable portfolio standards or other renewable energy requirements), or (b) electricity market structure, causes our costs under this Agreement to increase, we will have the right to pass such increased costs on to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

**7. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from

performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the Utility; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a Utility. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents performance for more than 30 days, then whichever one of us whose performance was **not** prevented by such events shall have the right to terminate the Agreement without penalty upon 30 days' written notice to the other.

**8. Delivery point and indemnification obligations.** We will deliver electricity to the Delivery Point. Title and risk of loss related to the electricity transfer to you at the Delivery Point, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Accounts relate as well as your use of the electricity. While we will arrange for the delivery of electricity to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND ARISING HEREUNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

**9. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 5. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**10. Dispute Resolution.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE BOTH AGREE THAT EXCLUSIVE JURISDICTION AND VENUE FOR THE ADJUDICATION OF ANY SUIT, CLAIM, ACTION OR OTHER PROCEEDING, WHETHER AT LAW OR IN EQUITY, RELATING TO THIS AGREEMENT WILL BE IN HARRISBURG, PA. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**11. Relationship of Parties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or

advisor, and you will **not rely** on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us.

**12. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. You will agree to keep confidential the terms of our Agreement, including price.

**13. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Except as otherwise explicitly provided in this Agreement, no amendment to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended. **The terms of any purchase order (PO) you send to us or any alterations, additions, or modifications you make to the preprinted terms of this Agreement shall be void and without any effect unless we agree in writing.**

**ACCOUNT SCHEDULE:****For: Montgomery Township****The pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on 11/1/2011****NewEnergy shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.****Please verify that your specific information is COMPLETE and ACCURATE.****Your review and acceptance of this information will help ensure accurate future invoices***Notes: Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the Utility, ISO or other entity.***TO ACCEPT THE PRICING BELOW, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT (866) 470-1303.**

No. of Service Accounts: 60

UDC	UDC Account Number	Service Address	Contract Start Date	Contract End Date	Energy Price Non TOU (\$/kWh)
PECO	0214600804	1001 Stump Rd., Montgomeryville, PA, 18936	12/1/2011	12/2/2014	\$ 0.063681
PECO	0220100502	1001 Stump Rd., Montgomeryville, PA, 18936	12/1/2011	12/2/2014	\$ 0.063681
PECO	0235033057	0 Country Ln., Lansdale, PA, 19446	12/1/2011	12/2/2014	\$ 0.063681
PECO	0529300808	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	0838901708	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	1150101509	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	1457300605	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	1459501706	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	1464100809	1001 Stump Rd., Montgomeryville, PA, 18936	12/1/2011	12/2/2014	\$ 0.063681
PECO	1469100504	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	1766800702	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	1767501604	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	1768901500	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	1769100106	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	1773600808	1001 Stump Rd., Montgomeryville, PA, 18936	12/1/2011	12/2/2014	\$ 0.063681
PECO	1778600601	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	2076300201	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	2077100407	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	2080900109	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	2088100100	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	2385701103	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	2388000409	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	2390600203	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	2397501002	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	2706901304	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	3011000601	1001 Stump Rd., Montgomeryville, PA, 18936	12/1/2011	12/2/2014	\$ 0.063681
PECO	3016301508	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	3325700902	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681

PECO	3477076022	0 Schreiner Dr., North Wales, PA, 19454	11/30/2011	12/1/2014	\$ 0.063681
PECO	3635001900	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	3944400306	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	4247101403	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	4249201104	1001 Stump Rd., Montgomeryville, PA, 18936	12/1/2011	12/2/2014	\$ 0.063681
PECO	4253700406	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	4563000209	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	4563001609	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	4819122028	0 Baker Pl Lite, North Wales, PA, 19454	12/2/2011	12/3/2014	\$ 0.063681
PECO	4862901401	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	5170000408	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	5171000406	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	5172500301	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	5181500801	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	5480201603	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	5481701401	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	5485300808	1001 Stump Rd., Montgomeryville, PA, 18936	12/1/2011	12/2/2014	\$ 0.063681
PECO	5789500605	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	5791800804	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	5800000703	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	6098900107	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	6102200505	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	6109201206	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	6718501700	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	6722200500	1001 Stump Rd., Montgomeryville, PA, 18936	12/1/2011	12/2/2014	\$ 0.063681
PECO	7027701507	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	7031500405	1001 Stump Rd., Montgomeryville, PA, 18936	12/1/2011	12/2/2014	\$ 0.063681
PECO	7336100607	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	7336901305	1001 Stump Rd., Montgomeryville, PA, 18936	11/29/2011	12/31/2014	\$ 0.063681
PECO	7340700104	1001 Stump Rd., Montgomeryville, PA, 18936	12/1/2011	12/2/2014	\$ 0.063681
PECO	8271701109	1001 Stump Rd., Montgomeryville, PA, 18936	12/1/2011	12/2/2014	\$ 0.063681
PECO	8884901802	1001 Stump Rd., Montgomeryville, PA, 18936	12/1/2011	12/2/2014	\$ 0.063681

**Payments to Certain Third-Parties:** You acknowledge and understand that:

- We are making a payment to Pennsylvania League of Cities & Municipalities in connection with its efforts to facilitate our entering into this Agreement; and
  - Your price reflects the fee we are paying to Pennsylvania League of Cities & Municipalities
  - Pennsylvania League of Cities & Municipalities is acting on your behalf as your representative and is **not** a representative or agent of ours.
- You should direct any questions regarding such fee to Pennsylvania League of Cities & Municipalities.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Approval of 2012 Winter Recreation Fees

MEETING DATE: November 14, 2011

ITEM NUMBER: #16

MEETING/AGENDA: ACTION XX CONSENT NONE

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

INITIATED BY: Sharon Tucker  
Recreation Coordinator

BOARD LIAISON: Michael J. Fox  
(Liaison to the Park and Recreation Board)



BACKGROUND:

The fee schedule is being amended to include the Winter 2012 recreation programs. Please see the attached listing of programs and fees. The fees are subject to change due to price increases by third party vendors, suppliers, and increases in program scope. Those changes will be formally considered by the Board on an as-needed basis.

The 2012 Winter Recreation News includes many popular programs with some new programs being introduced as well. For the third year in a row, we have partnered with the Penn State Cooperative Extension to host Master Gardener Seminars. These seminars include Container Gardening, Cooking from the Garden and Gifts from the Garden. The Penn State Cooperative Extension does not charge the Township to hold these seminars but would greatly appreciate a donation. The Township Staff recommends sending the full amount of \$5 per participant back to the organization to assist them in continuing these programs.

Once these fees are approved, our Recreation Newsletter will be mailed to all residents. Distribution is expected to take place by the middle of December. Any feedback you may have is appreciated.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Recreation programs are expected to be revenue neutral.

RECOMMENDATION:

Approve the Fee Schedule amendments as submitted.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the amendments to the Fee Schedule to include the 2012 Winter Recreation program fees.

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.

## 2011 Winter Recreation News

### Program Fee Schedule

<u>Type of Program</u>	<u>Course</u>	<u>Fees (includes 20%)</u>
Art & Music	Children Making Music	\$90
	Bricks 4 Kidz Junior Robotics	\$75
Instructional	Penn State Extension- Gifts from the Garden (Kids)	\$5 (Full amount donated to PS Extension)
	Penn State Extension- Container Gardening (Adults)	\$5 (Full amount donated to PS Extension)
	Penn State Extension-Cooking from the Garden (Adults)	\$5 (Full amount donated to PS Extension)
	Children's Writing Workshop	\$36
	American Red Cross Babysitting Training	\$94 (includes 10% for township due to large price increase)
Sports & Fitness	Crocheting	\$75
	Morning Yoga	\$88
	Relaxation Yoga	\$88
	Yogarhythms	\$88
	Hatha Yoga	\$80
	Mat Pilates	\$80
	Piloxing	\$80
	Zumba	\$48
Tickets & Trips	Discount Ski Tickets (PRPS)	Varies Depending on Location
	Discount Regal Movie Tickets (PRPS)	
	New York City-9/11 Memorial	
Special Events	Kids Night Out/Science Tellers Show	\$7.50
	North Penn Winter Blast	\$50
	Arbor/Earth Day Celebration	\$12
	Citizen Police Academy	Free
		Free
		Free



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Application for Tree City USA Recertification

MEETING DATE: November 14<sup>th</sup>, 2011

ITEM NUMBER: #17

MEETING/AGENDA: ACTION      CONSENT      **X**      NONE

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

INITIATED BY: Amy Saylor  
Project Coordinator

*AS*  
*m*  
*day*

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

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BACKGROUND:

Annual application for Tree City Recertification.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approve applications for submittal as done in previous years.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the application for Montgomery Township to receive Tree City USA Recertification.

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.

# TREE CITY USA

## Application for Recertification



TREE CITY USA

Mail the completed application with requested attachments to your state forester no later than December 31, 2011, or submit your application online at [arborday.org/treecity](http://arborday.org/treecity). The TREE CITY USA award is in recognition of work completed by the community during the calendar year. Please provide information for 2011. (Some states require information in addition to the application. Check with your state forester's office.)

### Community Information

Community Name (as it should appear on recognition materials) Montgomery Township  
 Community Website www.montgomerytp.org

### Mayor or Equivalent

First Name Lawrence Last Name Gregan  
 Professional Title Township Manager  
 Address 1001 Stump Rd  
 City Montgomeryville State PA Zip Code 18936  
 Email Address \_\_\_\_\_  
 Phone Number (ex. 402-473-9553) 215-393-6900 Fax Number \_\_\_\_\_

### City Forestry Contact: Person who is responsible for completing and answering questions about this application.

First Name Amy Last Name Saylor  
 Professional Title Project Coordinator  
 Address 1001 Stump Rd  
 City Montgomeryville State PA Zip Code 18936  
 Email Address asaylor@montgomerytp.org  
 Phone Number (ex. 402-473-9553) 215-393-6923 Fax Number 215-855-1498

### Standard ①: Tree Board or Department

Dates of Tree Board Meetings	<u>1-19-11</u>	<u>3-16-11</u>	<u>5-11-11</u>	<u>8-17-11</u>	<u>10-19-11</u>	<u>12-21-11</u>
(ex. 1-2-11, 2-2-11)	<u>2-16-11</u>	<u>4-20-11</u>	<u>6-15-11</u>	<u>9-21-11</u>	<u>11-16-11</u>	

### Chairperson: If your city or town has a Tree Board, list your chairperson or head board member. If your city or town doesn't have a Tree Board, list your city department or manager.

First Name Roy Last Name Rodriguez  
 Professional Title Chairman  
 Address 1001 Stump Rd  
 City Montgomeryville State PA Zip Code 18936  
 Email Address \_\_\_\_\_  
 Phone Number (ex. 402-473-9553) 215-393-6923 Fax Number 215-855-1498

### Other Tree Board Members or Staff

First Name <u>Lisa</u>	Last Name <u>Ford</u>
First Name <u>Mary</u>	Last Name <u>Brock</u>
First Name <u>Rich</u>	Last Name <u>Roller</u>
First Name _____	Last Name _____

*If additional Tree Board members are needed, please attach.*

OVER

## Standard ②: A Community Tree Ordinance

Date Current Tree Ordinance was established 2010

NEW Applicants (required): ☐ Current ordinance is attached.

RECERTIFICATIONS: ☒ Our ordinance as last submitted is unchanged and still in effect.  
☐ Our ordinance has been changed. The new version is attached.

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

Community Population

24,790

To review program standards and application resources, visit [arborday.org/treecity](http://arborday.org/treecity).

Tree Planting and Initial Care .....

\$ 8,364.80

Tree Maintenance .....

\$

Tree Removals .....

\$

3,050

Management .....

\$

18,5553.74

Utility Line Clearance.....

\$

Volunteer Time.....

\$

Other (please explain) Meadow Creation & Leaf Waste Collection Program

\$

20,820.50

Total Community Forestry Expenditures.....

\$

50,974.04

Please attach Annual Work plan (if required by your state) and supporting budget documents.

Trees Planted 511

Trees Pruned .....

Trees Removed 4

## Standard ④: Arbor Day Observance and Proclamation

Date of observation April 30th 2011

Please attach program of activities, photos, and/or news coverage. Attach Arbor Day Proclamation.

Mayor or Equivalent Signature

Title

Date

### Application Certification To Be Completed By The State Forester:

Community: .....

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained therein, said community is eligible to be certified as a Tree City USA community, for the 2011 calendar year, having in my opinion met the four standards required for recognition.

State Forester Signature

Title

Date

Mail completed application with requested attachments to your state forester no later than December 31, 2011.



Arbor Day Foundation®



# MONTGOMERY TOWNSHIP SHADE TREE COMMISSION

## 2011 ANNUAL WORK PLAN

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### Spring 2011

Arbor Day / Earth Day 2010 – This year, the Annual Arbor Day Tree Give-Away was held on Saturday morning, April 30<sup>th</sup>, 2011, from 9:00 AM to 11:00 AM. The event took place in Gazebo Park behind the Township Building. The day's events included the reading of the Arbor Day Proclamation, distribution of 500 free trees to residents, presentation of the 2010 Tree City USA and Growth Award to Montgomery Township. Information on Township and regional Recycling Programs were also made available to the Township residents.

Township Building- This project includes the removal of four dead trees located in the parking lot of the township building and the replacement of this four and an additional three trees previously removed from the same location. A combination of Magnolias and Chionanthus Virginicus were planted on site in May by All Seasons Landscaping at a cost of \$4,150.

Memorial Grove- This project consists of the creation of a meadow at Memorial Grove in conjunction with National Lands Trust. A mix of warm season grasses were spread over the four plus acre site to be part of a network of natural areas across the region as a safe haven for natural wildlife and to enrich the community. Memorial Grove is a passive recreation site consisting of a sundial and benches. This site will one day connect to the county trail system.

### Fall 2011

Township Building- This project includes the replacement of 4 Shade trees previously removed from multiple areas around the Township Building. Replacement trees consists of one Zelkova Serrata, one Cornus Florida and two Cercis Canadensis. This planted was conducted in October by All Seasons Landscaping at a cost of \$1,950.

### Other Projects / Achievements

Montgomery Township received recertification for Tree City USA for the 14<sup>th</sup> year and was presented the Growth Award for completing activities to strengthen our local tree care programs for the twelfth year.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Payment of Bills

MEETING DATE: November 14, 2011

ITEM NUMBER: #18

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



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BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

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
23917	10/27/11	1264	MORGAN STANLEY SMITH BARNEY INC	5,394.26
23918	11/1/11	00000967	DELAWARE VALLEY HEALTH INSURANCE	531.20
23933	11/10/11	1264	MORGAN STANLEY SMITH BARNEY INC	5,455.09
49159	11/14/11	00000176	A. E. NELSON LEATHER COMPANY	811.20
49160	11/14/11	00001752	AARP	148.00
49161	11/14/11	00000006	ACME UNIFORMS FOR INDUSTRY	1,633.97
49162	11/14/11	00000068	ADAM WEBSTER	30.00
49163	11/14/11	00000340	ADVENT SECURITY CORPORATION	487.56
49164	11/14/11	00000179	ADVENTURE AQUARIUM	15.00
49165	11/14/11	00001881	WENDY YAZUJIAN	768.80
49166	11/14/11	BT005942	AGILENT TECHNOLOGIES, INC.	176.98
49167	11/14/11	00001202	AIRGAS EAST, INC.	161.59
49168	11/14/11	00000053	ALLIED WASTE SERVICES #320	1,236.53
49169	11/14/11	00000053	ALLIED WASTE SERVICES #320	914.61
49170	11/14/11	00000053	ALLIED WASTE SERVICES #320	732.40
49171	11/14/11	00000027	ARMOUR & SONS ELECTRIC, INC.	6,565.00
49172	11/14/11	00001702	ARMSTRONG & SON EQUIP REPAIR, INC.	378.20
49173	11/14/11	00000031	AT&T	214.10
49174	11/14/11	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	197.12
49175	11/14/11	00000043	BERGEY'S	665.10
49176	11/14/11	00001938	BILL WIEGMAN	30.00
49177	11/14/11	00000049	BISHOP WOOD PRODUCTS, INC.	572.20
49178	11/14/11	00000134	BOB JOHNSON'S COMPUTER STUFF, INC.	1,140.00
49179	11/14/11	00001903	BRIAN JANSSENS	15.00
49180	11/14/11	00001336	BRIAN SCHREIBER	586.48
49181	11/14/11	00000069	C L WEBER CO INC.	253.98
49182	11/14/11	BT002693	CAMCO MANAGEMENT COMPANY	127.11
49183	11/14/11	00000072	CANON FINANCIAL SERVICES, INC	1,197.00
49184	11/14/11	00001601	CDW GOVERNMENT, INC.	4,228.30
49185	11/14/11	00001885	CHADD MILLER	50.00
49186	11/14/11	00000181	CHEMSEARCH	158.54
49187	11/14/11	00000855	CHRISTOPHER MANN	180.00
49188	11/14/11	00000050	CODY MILLER	45.00
49189	11/14/11	00001975	COLLABORATIVE TESTING SERVICES, INC	355.00
49190	11/14/11	00000363	COMCAST CABLE	402.65
49191	11/14/11	00001763	COPY-POST PRINTING, LLC	202.69
49192	11/14/11	00002007	YOON BROTHERS INC.	717.11
49193	11/14/11	00000111	DAVID H. LIGHTKEP, INC.	45.98
49194	11/14/11	00000024	DAVID P. BENNETT	15.00
49195	11/14/11	00001945	DAVID S. WOLFE	30.00
49196	11/14/11	00001941	DAVID W. VASCONEZ	150.00

## Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
49197	11/14/11	00000629	DAVIDHEISER'S INC.	600.00
49198	11/14/11	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	237.28
49199	11/14/11	00001520	DELAWARE VALLEY INSURANCE TRUST	2,500.00
49200	11/14/11	00000612	DELAWARE VALLEY MUNICIPAL	1,768.01
49201	11/14/11	00000208	DELL MARKETING L.P.	1,306.00
49202	11/14/11	00001172	DETLAN EQUIPMENT, INC.	147.51
49203	11/14/11	BT004389	DIRECT MARKETING ALLIANCE, INC.	2,960.04
49204	11/14/11	00902440	DOLORES PHILLIPPE	38.00
49205	11/14/11	00000967	DELAWARE VALLEY HEALTH INSURANCE	12,933.76
49206	11/14/11	00000967	DELAWARE VALLEY HEALTH INSURANCE	120,524.65
49207	11/14/11	00000100	E. VAN RIEKER AND COMPANY	261.25
49208	11/14/11	00000146	E.A. DAGES, INC.	261.00
49209	11/14/11	00001809	ECYNBRO TRUCKING LLC	220.00
49210	11/14/11	00001957	EDMOND SKRZAT	30.00
49211	11/14/11	00001902	ELLIOTT GREENLEAF &	1,408.16
49212	11/14/11	00000158	ELYSE R. AION	274.00
49213	11/14/11	00901570	EMIL S. SALADIK	21,690.36
49214	11/14/11	00001943	ERIC C. FREAS	15.00
49215	11/14/11	00000161	EUREKA STONE QUARRY, INC.	84.34
49216	11/14/11	00000644	FARM & HOME OIL COMPANY	346.23
49217	11/14/11	00001034	FASTENAL	30.04
49218	11/14/11	00000171	THE GGS GROUP INC	303.48
49219	11/14/11	00001466	FEDEX OFFICE	105.95
49220	11/14/11	00000029	FLINT TRADING INC.	940.50
49221	11/14/11	00001852	G.L. SAYRE, INC.	360.80
49222	11/14/11	00000188	GALLS, AN ARAMARK CO., LLC	100.00
49223	11/14/11	00000178	GENERAL DYNAMICS - OTS	595.00
49224	11/14/11	00000195	GEORGE'S TOOL RENTAL INC.	230.00
49225	11/14/11	00902441	GINNY MICELI	72.00
49226	11/14/11	00000198	GLASGOW, INC.	175.88
49227	11/14/11	00001842	GLEN ROETMAN	30.00
49228	11/14/11	00000229	GRAINGER	102.06
49229	11/14/11	00000211	HAGEY COACH INC.	698.00
49230	11/14/11	00000213	HAJOCA CORPORATION	111.88
49231	11/14/11	00001510	HOLLY DAYS NURSERY, INC.	900.00
49232	11/14/11	00902443	HOMETECH	1,000.00
49233	11/14/11	00000133	BYM INC.	163.00
49234	11/14/11	00000829	IMSA - INTERNATIONAL MUNICIPAL	160.00
49235	11/14/11	00000824	INTELLIGENT PRODUCTS INCORPORATED	750.09
49236	11/14/11	00001345	INTERNATIONAL ASSOCIATION OF	75.00
49237	11/14/11	00000102	INTERSTATE BATTERY SYSTEMS OF	68.67

## Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
49238	11/14/11	BT002177	JAMES H. PLUMMER, JR.	25.00
49239	11/14/11	BT001565	JAMES P. WEISING	42.87
49240	11/14/11	00902442	JE ROBERTS CABINTRY	1,000.00
49241	11/14/11	00000890	JOHN H. MOGENSEN	60.00
49242	11/14/11	00000257	JOHN R. YOUNG & COMPANY	419.39
49243	11/14/11	00001581	JOSEPH J. SIMES	150.00
49244	11/14/11	00001843	JOSEPH M. BENNETT	40.00
49245	11/14/11	BT001161	KASCO CONSTRUCTION COMPANY	6,222.24
49246	11/14/11	00000107	KENNEDY CULVERT & SUPPLY CO., INC.	956.80
49247	11/14/11	00001667	MIDWEST MOTOR SUPPLY CO., INC	174.61
49248	11/14/11	00000269	KRUPP, MEYERS AND HOFFMAN	357.50
49249	11/14/11	00000270	JDN BLOCK INC.	492.00
49250	11/14/11	00000271	LANSDALE CHRYSLER PLYMOUTH INC.	59.00
49251	11/14/11	00000283	WILLIAM A. CRANE, V.M.D., P.C.	110.00
49252	11/14/11	00902439	LISA PEYTON	66.00
49253	11/14/11	00001886	LOUIS RANIERI	15.00
49254	11/14/11	00001706	LOWE'S COMPANIES INC.	45.90
49255	11/14/11	00000093	MATTHEW MCCULLA	30.00
49256	11/14/11	00002000	MATTHEW SHINTON	30.00
49257	11/14/11	00001330	MCCALLION STAFFING SPECIALISTS	1,184.63
49258	11/14/11	00000019	MCCARTHY TIRE SERVICE COMPANY OF	1,064.59
49259	11/14/11	00001920	MICHAEL H. BEAN	60.00
49260	11/14/11	00001961	MICHAEL LONG	30.00
49261	11/14/11	00000867	MICHAEL SHEARER	15.00
49262	11/14/11	00002016	MICHAEL SHINTON	45.00
49263	11/14/11	00001759	PAUL MICHAEL WINTJE	75.00
49264	11/14/11	00000324	MOYER INDOOR / OUTDOOR	134.00
49265	11/14/11	00001381	NATIONAL DECALCRAFT CORP.	180.00
49266	11/14/11	00000356	NORTH WALES WATER AUTHORITY	102.44
49267	11/14/11	00000175	OCEANPORT, LLC	5,335.19
49268	11/14/11	00001550	KCJ IANNELLI INC	7.77
49269	11/14/11	00000139	PARTSMASTER	68.13
49270	11/14/11	00001840	PAUL R. MOGENSEN	80.00
49271	11/14/11	00001298	PC WAREHOUSE	18.00
49272	11/14/11	00000399	PECO ENERGY	12,625.56
49273	11/14/11	00000397	PECO ENERGY	9,990.15
49274	11/14/11	00000595	PENN VALLEY CHEMICAL COMPANY	770.96
49275	11/14/11	00000726	PENN-HOLO SALES & SERVICES	207.89
49276	11/14/11	00001677	PENNSYLVANIA DISTRICT ATTORNEYS	40.00
49277	11/14/11	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	179.30
49278	11/14/11	00001358	PENNSYLVANIA RECREATION AND PARK	180.00



## Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
49279	11/14/11	00001880	PHILIP C. STUMP	40.00
49280	11/14/11	00000945	PIPERSVILLE GARDEN CENTER, INC.	517.05
49281	11/14/11	00000345	PRINTWORKS & COMPANY, INC.	292.83
49282	11/14/11	00000439	RED THE UNIFORM TAILOR	762.70
49283	11/14/11	00000445	RICHARD J. BRADY	215.97
49284	11/14/11	00000117	RIGGINS INC	5,479.84
49285	11/14/11	00000115	RIGGINS, INC	3,142.10
49286	11/14/11	00000061	ROBERT MCMONAGLE	30.00
49287	11/14/11	00000653	SCATTON'S HEATING & COOLING, INC.	1,822.63
49288	11/14/11	1264	MORGAN STANLEY SMITH BARNEY INC	72,082.83
49289	11/14/11	00001745	SONIA ISABEL THOMSON	2,080.00
49290	11/14/11	00000015	NEXTEL PARTNERS OPERATING CORP	601.39
49291	11/14/11	00000469	SPRINT SPECTRUM, L.P.	59.99
49292	11/14/11	00001847	STAPLES CONTRACT & COMMERCIAL, INC	289.40
49293	11/14/11	00001939	SERVICE TIRE TRUCK CENTERS	69.50
49294	11/14/11	00902438	T.W. TABER CONTRACTORS INC.	1,000.00
49295	11/14/11	00000496	GOODSON HOLDING COMPANY	286.00
49296	11/14/11	00000496	GOODSON HOLDING COMPANY	823.38
49297	11/14/11	00000680	ROBERT E. TRAIL	324.68
49298	11/14/11	00000506	TRANS UNION LLC	10.00
49299	11/14/11	00000077	TRISTATE ENVIRONMENTAL	10,070.90
49300	11/14/11	00000327	U.S. MUNICIPAL SUPPLY, INC.	1,152.11
49301	11/14/11	00000520	VALLEY POWER, INC.	1,952.22
49302	11/14/11	00000040	VERIZON PENNSYLVANIA INC	609.01
49303	11/14/11	00000040	VERIZON PENNSYLVANIA INC	1,070.11
49304	11/14/11	00001033	VERIZON CABS	533.82
49305	11/14/11	00001492	VERIZON CABS	236.11
49306	11/14/11	00000170	VERIZON COMMUNICATIONS	104.99
49307	11/14/11	00000038	VERIZON WIRELESS SERVICES, LLC	334.40
49308	11/14/11	00000038	VERIZON WIRELESS SERVICES, LLC	129.03
49309	11/14/11	00001686	VICTORIA M. ZIDEK	67.89
49310	11/14/11	00001839	VINAY SETTY	15.00
49311	11/14/11	00001289	W. BYRON BATTLE, RPR	1,433.00
49312	11/14/11	00001191	WARREN FUCHS	30.00
49313	11/14/11	00001329	WELDON AUTO PARTS	271.88
49314	11/14/11	00001948	WILLIAM H. FLUCK IV	60.00
49315	11/14/11	00001317	WIRELESS COMMUNICATIONS &	436.36
49316	11/14/11	00001084	WITMER ASSOCIATES, INC.	1,455.50
49317	11/14/11	00000590	YOCUM FORD	1,154.86
49318	11/14/11	00000550	ZEP MANUFACTURING COMPANY	209.41

Date: 11/11/11

## Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
TOTAL				365,543.50

**MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS**

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
10/27/2011	IRS	941 Payment	\$63,557.56
10/27/2011	BCG	401/457 Plan Payment	\$22,650.17
10/27/2011	PA-SCDU	Withholding Payment	\$1,793.22
10/28/2011	PA UC Fund	UC-2 3 <sup>rd</sup> Quarter Payment	\$1,427.97
10/28/2011	Berkheimer	EIT 3 <sup>rd</sup> Quarter Payment	\$18,111.29
11/01/2011	IRS	945 Payment	\$2,636.35
11/01/2011	ICMA	DROP Plan Payment	\$17,087.07
11/02/2011	Commonwealth of PA	State Tax Payment	\$7,245.39
11/08/2011	City of Philadelphia	Oct Wage Tax Payment	\$522.85
11/10/2011	IRS	941 Payment	\$61,927.38
11/10/2011	BCG	401/457 Plan Payment	\$23,168.56
11/10/2011	PA-SCDU	Withholding Payment	\$1,793.22
<b>Total Paid as of 11/14/2011</b>			<b>\$221,921.03</b>