

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
November 28, 2011 - 8:00 P.M.

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

Lawrence J. Gregan
Township Manager

ACTION MEETING - 8:00 PM

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of the November 14, 2011 Meeting
6. Consider Authorization to Accept Grant Award and Execute Community Development Block Grant Agreement –ABR Curb Ramps
7. Consider Authorization to Execute Agreement of Sale for the Purchase of a 12.89 +/- Acre Parcel at Stump Road and Horsham Road
8. Consider Shade Tree Commission Proposal – Legacy Tree Program
9. Consider Final Construction Escrow Release – Bharatiya Temple – LDS#531
10. Consider Application Escrow Release – Taco Bell/Pep Boys Subdivision – LDS #600
11. Consider Application Escrow Release – Simon Property Group – Montgomery Mall – LDS#594
12. Consider Authorization to Advertise Public Hearing – Conditional Use – American Gymnastics at 506 Stump Road
13. Consider Designation of Agent – Hurricane Irene Disaster Assistance
14. Payment of Bills
15. Other Business
16. Adjournment

Future Public Hearings/Meetings

12-06-11 @ 7:30 PM – Zoning Hearing Board
12-12-11 @ 8:00 PM – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: November 28, 2011

ITEM NUMBER: **#3**

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Robert J. Birch, Chairman

BACKGROUND:

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

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Announcement of Executive Session

MEETING DATE: November 28, 2011 ITEM NUMBER: **#4**

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

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



BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Approval of Minutes for November 14, 2011 Meeting

MEETING DATE: November 28, 2011

ITEM NUMBER: **#5**

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Robert J. Birch, Chairman



BACKGROUND:

Just a reminder – Please call Deb Rivas on Monday, November 28, 2011 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

DRAFT

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
NOVEMBER 14, 2011**

Chairman Robert Birch called the executive session to order at 6:30 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. Potential real estate acquisition, litigation matters and personnel matters 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, John Chambers, Richard Brady, Scott Bendig, Bruce Shoupe, Kevin Costello, Rick Lesniak, Ann Shade, Shannon Drosnock, Vicki Zidek, Stacy Crandell, Deb Rivas 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 6:30 p.m. Mr. Bartle reported that there was a matter of potential real estate acquisition, five personnel matters and two matters of potential litigation; Montgomery Township vs Zehr condemnation matter and a Pennsylvania Labor Relations Board matter were 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 24, 2011 Board meeting and Supervisor Michael Fox seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Chairman Robert Birch made a motion to appoint Gilmore and Associates as the Township Engineer, effective January 1, 2012. Motion #1 was seconded by Supervisor Jeffrey McDonnell and unanimously approved by the Board. Supervisor Joseph Walsh and Chairman

Birch expressed their appreciation and thanks to John Chambers for his over forty years of service to Montgomery Township, and wished him well in his retirement.

Lawrence Gegan, Township Manager, announced that on Saturday, November 19, 2011, the Fall Curbside Leaf Collection will take place in the Township. All leaves must be placed in brown paper bags and put at the curb by 7:00 a.m. that day for collection. There will also be a dumpster at the William F. Maule Park at Windlestrae on Saturday, November 19th from 8:00 a.m. to noon for residents who wish to dispose of yard waste and brush. Funding for this collection is provided through the Annual Grant Funds received for recycling performance.

Ann Shade, Director of Administration & Human Resources, announced the 8th Annual Holiday Lights Contest, which encourages residents of the Township to decorate their homes for the holiday season. All entries are due by Friday, December 2nd at 4:30 p.m. Entries will be judged by Township staff and the Park & Recreation Board members on December 5, 2011 from 5:00 p.m. to 7:00 p.m. Winners will receive lawn signs and gift cards. All participants will receive a certificate. The 5th annual Holiday Lights Celebration will be held at the Township building on December 7, 2011 and will include a visit from Santa.

Richard Lesniak, Director of Fire Services, introduced the members of the Giampa family and their dog, Candy. On July 15, 2011, Candy was trapped in an underground hole and was rescued by Captain Frank Colelli, Firefighter David Gallagher, Firefighter Todd Kulp and Firefighter Jeffrey Tomczak, all members of the Department of Fire Services. Chris Johnson, an employee of the Ark Animal Hospital also assisted with the rescue. Mrs. Giampa expressed her appreciation and thanked all those who rescued Candy from the underground confine.

Resolution #1, adopted unanimously, commended Captain Frank Colelli, Firefighters David Gallagher, Todd Kulp and Jeffrey Tomczak for the assistance they provided the Giampa family in rescuing Candy from her underground confines. Certificates were presented to these

members of the Fire Department for a job well done. Chris Johnson was not present this evening, but will also receive a Certificate of Appreciation.

Shannon Drosnock, Township Finance Director, presented the 2012 Preliminary Budget. Four public budget workshops were held in October and the beginning of November with all Department Heads and representatives of the Fire Department of Montgomery Township. Revisions to the preliminary budget, identified during the budget workshops, have been incorporated into this presentation. Upon adoption, the preliminary budget will be advertised and made available for public inspection for twenty days. Any appropriate revisions will be made and the Board is scheduled to consider adoption of the 2012 final budget on December 12, 2011. Ms. Drosnock provided statistics on the revenue and expense portions of the budget. The General Fund revenues project a 2.22% increase over 2011, while Township expenses project a 2.63% increase over 2011. Based on total revenues and total expenses, the General Fund projects a \$36,385 surplus. Ms. Drosnock also noted that the real estate tax rate will remain the same, with no increase. Supervisor Joseph Walsh thanked Ms. Drosnock for her work on the 2012 budget and for her presentation. Chairman Robert Birch also thanked the staff for all their work and for providing a balanced budget for 2012. Resolution #2, adopted unanimously, approved the 2012 preliminary Budget for all funds. Monday, December 12, 2011 after 8:00 p.m. in the Township building was set as the date, time and place for the Public Meeting to consider the adoption of the 2012 Final Budget.

Lawrence Gregan reported that on occasion, property owners request permission to access Township Open Space in order to have work done on their property. At this time, the Township has no mechanism in place to accommodate these types of requests. Mr. Gregan presented an overview of a proposed Access Agreement, which would allow property owners to access portions of their property through Township property. This agreement would specify the limits of time the area would be accessible, prescribed time for access, cleanup and restoration

requirements, require posting a Certificate of Insurance naming the Township as an additional insured, and providing a cash escrow to ensure proper completion of the restoration work. The Board was in agreement that any costs to the homeowner should be kept to a minimum. After some discussion, the Board advised the staff to move ahead with the implementation of the Access Agreement process.

Lawrence Gregan reported that the Township proposes to offer non-uniform employees a one-time bonus for any employee who either elect to switch from the PPO medical plan to the HMO medical plan, elect to remain in the HMO medical plan, or elect to opt out of either plan, in exchange for giving up their option to elect participation in the PPO plan at any future time. The bonus will range from \$500 to \$1500 depending upon the current coverage eligibility level. It was also noted that all new employees will automatically be subscribed to the HMO plan. Resolution #3, adopted unanimously, approved the non-uniform HMO Medical Plan Conversion one-time bonus effective for the 2012 Benefit Plan elections.

Lawrence Gregan reported that in 2010 the Neshaminy Creek Watershed 167 Stormwater Management Draft Plan was completed and adopted by Bucks County, then forwarded to the Montgomery County Commissioners for approval prior to submission to DEP for approval and implementation. Upon implementation, Montgomery Township would have been 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 of the impact of the new ordinance provisions and opined that they would be difficult for the Township to enforce, as well as being cumbersome for small projects. The Board of Supervisors voiced their objection to the Montgomery County Commissioners about the plan, and the plan has been on hold pending development of an acceptable solution. On September 26, 2011, an alternative "solution" was proposed by the Bucks County and Montgomery County Planning Commissions, to increase the exemption

criteria for small projects and requesting the Township's support for this amendment and removal of its objection. After review of the proposal, John Chambers advised that his opinion is still that the proposed Plan regulates impervious surface increases at too low a level to be practical and too costly to Township residents. Mr. Chambers again recommended a "fee in lieu of" alternative that would provide a better environmental benefit to the Neshaminy Creek. After some discussion, Resolution #4, adopted unanimously, continued Montgomery Township's objection to the Neshaminy Creek Watershed Act 167 Stormwater Management Plan Amendment as proposed by the Bucks County Planning Commission and continued the Board's recommendation that the Montgomery County Commissioners not approve the proposed plan amendment.

Resolution #5, adopted unanimously, authorized the advertisement for bids for Police Uniforms. 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 December 12, 2011 meeting.

Shannon Drosnock reported that the Pennsylvania League of Cities Municipalities has contracted with Constellation NewEnergy to offer more competitive pricing under their Electricity procurement Program for street lighting. Based on a rate quote from November 1, 2011, the Township will be able to obtain a favorable rate through Constellation for the Township's Street Light, Traffic Signal and some Park Light electric accounts. The rate quoted is .06374/kWh., which could afford the Township a savings of at least \$18,400/year. The contract does not restrict the Township to a specified consumption volume in order to maintain the reduced rate. Resolution #6, adopted unanimously, authorized the Township to execute a contract with Constellation NewEnergy to supply the Township's street lights, traffic signals and park lights for electric energy for a contract term of 37 months at a rate of .06374/kWh.

Ann Shade reported that the 2012 Winter Recreation News Brochure is being prepared for distribution. The Department will continue to offer many popular programs with some new

programs being introduced. The Department will again partner with Penn State Cooperative Extension to host several "Master Gardener Seminars". Resolution #7, adopted unanimously, approved the amendments to the Fee Schedule to include the 2012 Winter Recreation program fees.

Bruce Shoupe, Director of Planning and Zoning, announced that the Township is submitting an application for Tree City USA Recertification. In order to maintain our status in this program, the Township must spend more than \$2 per resident per year. Resolution #8, adopted unanimously, approved the application for Montgomery Township to apply for Tree City USA Recertification.

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.

There being no further business to come before the Board, the meeting adjourned at 9:04 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Accept Grant Award and Execute Community Development Block Grant Agreement – ABR Curb Ramps

MEETING DATE: November 28, 2011

ITEM NUMBER:

#6

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

BACKGROUND:

In March 2011, the Board authorized the submission of an application under the FY 2011 Montgomery County Housing and Community Development Block Grant Program. The request was for grant funding in the amount of \$207,000 to be used for the replacement handicap ramps within Montgomery Township. The Township has received approval of the grant in the amount of \$200,000 and the project has been included in the proposed budget for 2012.

As part of the administrative process for the Grant, it is requested that the Board of Supervisors accept the Grant Award and execute the attached agreement with the Board of Commissioners of Montgomery County governing the project.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The project construction costs and grant revenues have been included in the proposed budget for 2012.

RECOMMENDATION:

Authorize execution of the Community Development Block Grant Agreement between the Board of Commissioner of the County of Montgomery, Commonwealth of Pennsylvania and Montgomery Township.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize execution of the Community Development Block Grant Agreement between the Board of Commissioner of the County of Montgomery, Commonwealth of Pennsylvania and Montgomery Township for ABR Curb Ramps.

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.



**DEPARTMENT
OF**

HOUSING & COMMUNITY DEVELOPMENT

ONE MONTGOMERY PLAZA
SUITE 411 • P.O. BOX 311
NORRISTOWN, PENNSYLVANIA 19404-0311

November 17, 2011

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

Re: Project No.: B-11-03-103
ABR Curb Ramps

Dear Mr. Grogan:

This is to inform you that your application for funding from the County's 2011 Community Development Block Grant Program has been approved.

Enclosed please find two original grant agreements for your 2011 CDBG project for which the grant amount is \$200,000. Please execute both originals and return them to this office by Wednesday, November 30, 2011 for execution by the County Commissioners.

Section III. B. 5. of the grant agreement requires you to submit a quarterly progress report. A Quarterly Report Form is included with this transmittal. This form is the method to report on project progress and to identify any issues that need to be addressed. The report is due every three months, as indicated on the form. Submission is required through project closeout even absent project activity during the subject quarter.

If you have any questions regarding the grant agreement, please call Terence C. McMullen, Assistant Director for Community Development at 610-278-3540.

Sincerely,


Kathy L. Phifer
Director

KLP/
Encl.
cc: file

COUNTY OF MONTGOMERY

COMMISSIONERS

JAMES R. MATTHEWS

CHAIRMAN

JOSEPH M. HOEFFEL BRUCE L. CASTOR, JR.

DIRECTOR

KATHY L. PHIFER

(610) 278-3540

FAX: 610-278-3636

TDD: 610-631-1211

WWW.MONTCOPA.ORG

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN THE BOARD OF COMMISSIONERS
OF THE COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA,
AND MONTGOMERY TOWNSHIP**

THIS AGREEMENT, entered into this 1st day of October, 2011 by and between the Montgomery County Board of Commissioners with its principal offices at Montgomery County Courthouse, P.O. Box 311, Norristown, Pennsylvania (hereinafter called the "County"), and Montgomery Township (hereinafter called the "Subrecipient") with its principal offices at 1001 Stump Road, Montgomeryville, Pennsylvania

WITNESSETH THAT:

WHEREAS, the County has achieved "Urban County" status in accordance with the requirements set forth in Title I of the Housing and Community Development Act of 1974 P.L. 93383 as amended; 42 U.S.C.-5301 et.seq. (hereinafter referred to as the "Act") and,

WHEREAS, the County is entitled to Community Development Block Grant Funds (hereinafter referred to as "Funds") under the Act to be used in conjunction with a Community Development Program (hereinafter referred to as the "Program") as specifically set forth in a Consolidated Annual Action Plan (hereinafter referred to as the "Action Plan") submitted to the Department of Housing and Urban Development (hereinafter referred to as HUD), and,

WHEREAS, the County, pursuant to the provisions of 24 CFR 570.501, may delegate authority for the implementation of certain Community Development activities pursuant to the Action Plan to subrecipients located within the County, and

WHEREAS, the County and the Subrecipient are both desirous for the Subrecipient to implement a project known as ABR Curb Ramps, (hereinafter referred to as the "Project") and being assigned project number B-11-03-103;

NOW FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND THEREBY, HEREBY AGREE AS FOLLOWS:

I. CERTIFICATIONS:

- A. Conflict of Interest- The Governing Body of the Subrecipient certifies that no persons described as an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient, or of any designated public agencies, or lower-tier subrecipients which are receiving funds under a Subrecipient agreement, who exercise or have exercised any functions or responsibilities with respect to Community Development Block Grant activities under this Subrecipient Agreement; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
- B. The Subrecipient hereby certifies, to the best of their knowledge and belief, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

- extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Subrecipient shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- C. In accordance with section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
- D. The Subrecipient hereby certifies that it has passed a Resolution, while in public session, approving the undertaking of the Project as included and specified in the Action Plan. The Subrecipient hereby agrees and warrants that it will completely implement said Project in accordance with the provisions of this Agreement and the provisions of the Action Plan subject to the following conditions:
1. In consideration of the Subrecipient's willingness and desire to implement the Project, the Subrecipient will receive Community Development Block Grant Funds as specified in Section II. below. The Subrecipient hereby acknowledges that this Agreement is contingent upon the availability of Community Development Block Grant funding and does not include funding from any other program unless under separate agreement. The Subrecipient may, at its discretion, submit to the County written requests for additional monies needed. Such requests will be considered and approved at the sole discretion of the County Commissioners.
 2. Pursuant to the Action Plan and this Agreement, the following activities and amounts will be funded on or after October 1, 2011.

II. STATEMENT OF WORK: § 570.503(b)(1)

A. PRINCIPAL TASKS

1. Construction Work: The Subrecipient will be responsible for undertaking a public improvements construction project with funding from the Program Year 2011 CDBG program of Montgomery County. The public improvements to be reconstructed are the curbs and sidewalks at various street intersection locations (entailing approximately 42 ramps) throughout Montgomery Township. The improvements to be undertaken include but are not necessarily limited to removing the existing concrete curb and sidewalk at the area of the curb radius and reconstructing the area with an appropriately designed curb depression and ramp system that meets the standards of the Americans with Disabilities Act. This action will result in sidewalk areas that are accessible to the elderly and disabled persons
2. Project Objective: Existing curb ramp configurations and/or curb elevations prevent pedestrians who are elderly or severely disabled from accessing the public sidewalks. The reconstruction work will correct this situation by providing an appropriately designed ramp that will allow the

pedestrian to gradually transition from the street grade to the sidewalk grade at the various locations to be addressed by the project. The reconstruction will not increase the size or capacity of the affected public improvements nor will it result in a change of land use

3. Project Benefit: The project will provide benefit to elderly persons and adults meeting the Bureau of the Census Current Population Reports definition of "severely disabled", clientele who are generally presumed to be principally low and moderate income persons. The total number of persons expected to benefit from the project is approximately 1955.

B. BUDGET SUMMARY:

DESCRIPTION	TOTAL	MONTGOMERY TOWNSHIP MATCH	COUNTY CDBG
Engineering Costs:	\$46,200.00	\$46,200.00	\$0.00
Construction Costs:	\$207,000.00	\$7,000.00	\$200,000.00
Legal/Soft Costs:	\$0.00	\$0.00	\$0.00
TOTAL:	\$253,200.00	\$53,200.00	\$200,000.00

C. SPECIAL CONDITIONS AND REQUIREMENTS:

1. Any substantial changes in the Scope of the Project and/or Budget require prior administrative approval from the Director of the Montgomery County Department of Housing and Community Development.
2. Special Assessments are defined as the recovery of the capital costs of a public improvement through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition of access to a public improvement. Periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement, are not considered to be special assessments. Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:
 - a. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income in accordance with Section IV. of this agreement.
 - b. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.
3. In accordance with CDBG Program Regulations at 24 CFR 570.208(a)(2)(ii) the project described in Section II. A. above must be an activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of the Census'

Current Population Reports definition of "severely disabled" and as such will be presumed to qualify under the CDBG low and moderate income benefit criteria if it is restricted, to the extent practicable, to the removal of such barriers by assisting the reconstruction of a public facility or improvement, or a portion thereof.

4. The Subrecipient will be reimbursed for eligible expenses as outlined in the budget in section II.B of this agreement that are incurred between October 1, 2011 and September 30, 2012. Allocated funds not expended will be recaptured by the County unless the period of time for incurring eligible expenses has been extended by the County, in its sole discretion, in accordance with Section II. D below.
5. The Subrecipient will submit photographs, plans and specifications in compliance with the Review Requirements of Section 106 of the National Historic Preservation Act, as required.
6. The acquisition of real property for an assisted activity is subject to provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.) and implementing regulations contained in the Code of Federal Regulations at 49 CFR Part 24, Subpart B.

D. SCHEDULE

Upon receipt of written authorization to proceed from the County, the Subrecipient agrees to proceed with the implementation of the Project in accordance with the provisions of this Contract. Subrecipient further agrees to make reasonable progress toward the completion of the Project by September 30, 2012. Failure of the Subrecipient to completely implement the Project by September 30, 2012, may be grounds for the County to take corrective action pursuant to Section VII. Suspension and Termination §570.503 (b)(6) of this agreement. Subrecipient may request an extension of the time for completion. This request must be in writing and submitted to the Director of Montgomery County Housing and Community Development. The Director is authorized to permit an extension when the Subrecipient has demonstrated reasonable justification for granting such a request.

E. ENVIRONMENTAL REVIEW AND APPROVAL:

1. In accordance with 24 C.F.R. Part 58.22, the Subrecipient agrees to refrain from undertaking any physical activities or choice limiting actions until the County has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors
2. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the County's determination to proceed with, modify, or cancel the project based on the results of the environmental review.
3. The Subrecipient agrees to abide by the special conditions, mitigation measures or requirements identified in the County's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.
4. Until the County has approved the environmental review for the project, neither the Subrecipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

5. The Subrecipient agrees to provide the County with all available environmental information about the project and any information which the County may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the County's opinion is needed to fulfill its obligations under HUD environmental requirements.
6. The Subrecipient agrees to advise the County of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

III. RECORDS AND REPORTS: § 570.503(b)(2)

In further consideration of the monies to be disbursed to the Subrecipient, and of the Subrecipient's willingness to undertake this Project, and in consideration of the mutual promises and covenants of each of the parties, the following obligations, functions and responsibilities shall be borne by each of the parties hereto as follows:

A. The administrative functions and responsibilities of the County are as follows:

1. To provide the Subrecipient with information relating to the implementation and undertaking of the Project in accordance with the requirements and specifications of the Program.
2. To complete all required Environmental Review procedures and requirements (24 CFR Part 58), in accordance with the terms and conditions of this Agreement, including but not limited to the preparation of Draft and Final Environmental Impact Statements, if the County determines that they are required.
3. To monitor all project records which are to be kept by the Subrecipient to determine that said records are being kept in accordance with the provisions of the Agreement and the rules and regulations of HUD.
4. To administer the Funds received from HUD including, but not limited to, the disbursement thereof.
5. To prepare and file with HUD a Consolidated Annual Performance and Evaluation Report.
6. To make site visits as frequently as practicable (minimum of two) to review program accomplishments and management control systems and to provide such technical assistance as may be required.

B. The administrative functions and responsibilities of the Subrecipient are as follows:

1. To administer and implement the Project completely and in accordance with all applicable Federal and State Laws and Regulations, the provisions of the Agreement, and the Assurances and Certifications set forth in Section III.B.8. of this Agreement.
2. To defend all law suits and other legal challenges directly relating to the undertaking of the Project, except in cases where suits and/or challenges are brought as a result of the County's Environmental Review, Draft Environmental Impact Statement and/or Final Environmental Impact Statement.

3. To provide in any contract or any other agreement entered into by the Subrecipient with any contractor and/or subcontractor relating to the implementation of the Project a provision to hold the County harmless from any tort liability or liability for breach of contract or other agreement arising from the Subrecipient's undertaking of the Project.
4. To retain all financial and programmatic records, supporting documents, statistical records, and other records which are required to be maintained by the terms of 24 CFR Part 85, CDBG program regulations or this Agreement, or otherwise reasonably considered as pertinent to program regulations or this Agreement for a period of four (4) years commencing with the date of submission of the County's annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time. The only exceptions are the following:
 - a. If litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 4-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 4-year period, whichever is later.
 - b. Records for real property and equipment acquired with Federal funds shall be retained for four (4) years after replacement, transfer or final disposition.
 - c. When records are transferred to or maintained by HUD, the 4-year retention requirement is not applicable to the Subrecipient.
5. To submit Quarterly Activity Summary Reports (to be provided by the County) for each Agreement, which includes: a comparison of actual accomplishments attained for the Project to the goals established for the Project for the reporting period; data for computation of unit costs; reasons why established goals were not met; and other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
6. Method of Payment: For the Project described in Section II. Statement of Work above, the Subrecipient shall prepare the "Subrecipient Request for Payment Form" (to be provided by the County.) as work is completed, and submit it along with two (2) copies of the contractor's invoice to the County for processing. The County shall reimburse the Subrecipient for 100% of all eligible Project construction costs, up to the grant amount, as defined in HUD regulations 24 CFR Part 570.
7. The Subrecipient shall fully cooperate with the County including, but not limited to, enabling the County to properly and completely fulfill its supervisory authority under this Agreement which shall include but not be limited to:
 - a. Providing the County, HUD, the Comptroller General of the United States or any of their duly authorized representatives access to copies of any pertinent books, documents, papers, or other records which are pertinent to the Project, in order to make audits, examinations, excerpts, and transcripts. The rights of access shall not be limited to the required 4-year retention period but shall last as long as the records are retained.
 - b. Providing the County, upon request, certification by an appropriate official, designated by the Subrecipient's governing body, as to the accuracy and completeness of the documents retained pursuant to the requirements of Section III.B.5. hereof. In communicating with the County concerning the program, the Subrecipient shall direct all correspondence to the Assistant Director/Community Development, Montgomery County Department of Housing and Community Development, Court House, P.O. Box 311, Norristown, PA 19404-0311.
 - c. Providing the County, HUD, the Comptroller General of the United States or any of their duly authorized representatives access to the site of the Project, thereby enabling the County, HUD

or the Comptroller General of the United States or any of their duly authorized representatives to inspect and determine if the Subrecipient and/or its contractors, subcontractors, agents, servants, or employees are acting in compliance with all regulations and provisions of the Act and this Agreement.

8. The Subrecipient shall implement said Project, including, when applicable, conducting all bidding, advertising and awarding of contracts, and shall require bonding and insurance in accordance with State and Federal Laws, including 24 CFR PART 85 and OMB Circular A-87 and A-133 and shall certify to the County that the foregoing have been properly carried out.

IV. PROGRAM INCOME: § 570.503(b)(3)

A. Program income received as a result of this activity may not be retained by the Subrecipient. Any program income on hand when the Agreement expires or received after such expiration shall be returned to the County. Program income is defined as gross income received by the recipient or a subrecipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

1. Program income includes, but is not limited to the following:
 - a. Proceeds from the disposition by sale or long term lease of real property purchased or improved with CDBG funds;
 - b. Proceeds from the disposition of equipment purchased with CDBG funds;
 - c. Gross income from the use or rental of real or personal property acquired by the recipient or a subrecipient with CDBG funds, less the costs incidental to the generation of such income;
 - d. Gross income from the use or rental of real property owned by the recipient or a subrecipient that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;
 - e. Payments of principal and interest on loans made using CDBG funds;
 - f. Proceeds from the sale of loans made with CDBG funds;
 - g. Proceeds from the sale of obligations secured by loans made with CDBG funds;
 - h. Interest earned on funds held in a revolving fund account;
 - i. Interest earned on program income pending disposition of such income; and
 - j. Funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where such assessments are used to recover all or part of the CDBG portion of a public improvement.
2. Program income does not include interest earned (except for interest described in 24 CFR 570.513) on cash advances from the U.S. Treasury. Such interest shall be remitted to HUD for transmittal to the U.S. Treasury and will not be reallocated under section 106(c) or (d) of the Act. Examples of other receipts that are not considered program income are proceeds from fund-raising activities carried out by subrecipients receiving CDBG assistance; funds collected through special assessments used to recover the non-CDBG portion of a public improvement; and proceeds from the disposition of real property acquired or improved with CDBG funds when such disposition occurs after the applicable time period specified in 24 CFR 570.503(b)(8) for Subrecipient controlled property or 24 CFR 570.505 for recipient controlled property.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS: § 570.503(b)(4)

This Agreement requires the Subrecipient to comply with all applicable uniform administrative requirements. Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments",

OMB Circular A-133, "Audits of States, and Local Governments, and Non Profit Organizations" (implemented at 24 CFR part 44); and with 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision. The Subrecipient hereby agrees, assures and certifies that it will comply with the following in conjunction with the complete implementation and administration of said Project including all contracts entered into by and between the Subrecipient and contractors and subcontractors:

A. High Risk Subrecipient: 24 CFR Part 85.12

1. A subrecipient may be considered "high risk" if an awarding agency determines that the subrecipient:
 - a. Has a history of unsatisfactory performance, or
 - b. Is not financially stable, or
 - c. Has a management system which does not meet the management standards, set forth below, or
 - d. Has not conformed to terms and conditions of previous awards, or
 - e. Is otherwise not responsible; and if an award will be made, special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

B. Standards for financial management system: 24 CFR Part 85.20

1. Fiscal control and accounting procedures of the Subrecipient must be sufficient to:
 - a. Permit preparation of reports required by this part and the statutes authorizing the grant,
 - b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.
2. The financial management systems of the Subrecipient must meet the following standards:
 - a. Financial Reporting: Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of this Agreement.
 - b. Accounting records: Subrecipients must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to subgrant, awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
 - c. Internal control: Effective control and accountability must be maintained for all subgrant cash, real and personal property, and other assets. Subrecipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
 - d. Budget Control: Actual expenditures or outlays must be compared with budgeted amounts for each grant or subgrant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the subgrant agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
 - e. Allowable cost: Applicable OMB cost principles, agency program regulations, and the terms of subgrant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.
 - f. Source documentation: Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents, etc.

C. Payment: 24 CFR Part 85.21

1. Reimbursement: Grantees and Subrecipients shall be paid by reimbursement for any construction

grant. Except as otherwise specified in regulation, Federal agencies shall not use the percentage of completion method to pay construction grants. The grantee and Subrecipients may use that method to pay its construction contractor, and if it does, the awarding agency's payment to the recipient or subrecipient will be based on the recipient's or Subrecipient's actual rate of disbursement.

2. Withholding payments: Unless otherwise required by Federal Statute, awarding agencies shall not withhold payments for proper charges incurred by Subrecipients unless the Subrecipient has failed to comply with the contract award conditions or the Subrecipient is indebted to the United States.
 - a. Cash withheld for failure to comply with Agreement terms and conditions, but without suspension of the agreement, shall be released to the Subrecipient upon subsequent compliance. When an agreement is suspended, payment adjustments will be made in accordance with 24 CFR 85.43(c) Effects of Suspension and Termination.
 - b. A Federal agency shall not make payment to Subrecipient for amounts that are withheld by Subrecipient from payment to contractors to assure satisfactory completion of work. Payments shall be made by the Federal agency when the Subrecipient actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

D. Allowable costs: 24 CFR Part 85.22

1. Limitation on use of Funds. Funds under this Agreement must be used only for:
 - a. The allowable costs of the Subrecipient, and cost-type contractors, including allowable costs in the form of payments to fixed-price contractors; and
 - b. Reasonable fees or profit to cost-type contractors but not any fee or profit (or other increment above allowable costs) to the Subrecipient.
2. Applicable cost principles. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. Local governments must comply with the principles outlined in OMB Circular A-87.

E. Non-Federal Audit: 24 CFR Part 85.26

1. Subrecipient is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.
 - a. Subrecipients that expend \$500,000 or more a year in Federal financial assistance, shall have an audit made in accordance with U.S. Office of Management and Budget (OMB) Circular A-133 (the Circular);
 - b. Subrecipients that expend less than \$500,000 a year in Federal financial assistance are exempt from the audit requirements of the Single Audit Act and other federal audit requirements.
2. Subrecipients will have an audit performed in compliance with OMB Circular No. A-133 and the Single Audit Act, and shall furnish said audit to the County. Subrecipient also agrees to cooperate fully with the County so that compliance with O.M.B. Circular No. A133, (implemented at 24 CFR Part 44) and all present or future federal or state regulations is accomplished.
3. None of the above exempts a Subrecipient from maintaining records of Federal financial

assistance programs or from providing access to such records to the County or Federal agencies or their authorized representatives, upon request.

4. Within thirty (30) days after the completion of the single audit (or any other audit of Federal financial assistance performed in compliance with the Act and the Circular), copies of the Single audit report (or other audit report) must be distributed in accordance with the Act, the Circular, or other relevant Federal and County policy and regulations, and transmitted to the County as follows:

Montgomery County Department of Housing and Community Development
Attn: Director
Community Development Block Grant Program
Montgomery County Court House
P.O. Box 311
Norristown, PA 19404-0311

F. Supplies: 24 CFR Part 85.33

Title to supplies acquired under a grant will vest, upon acquisition, in the Subrecipient. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored program or project, the Subrecipient shall compensate the Department of Housing and Community Development for its share.

G. Copyrights: 24 CFR Part 85.34

The Federal awarding agency and the County reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

1. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
2. Any rights of copyright to which a Subrecipient or a contractor purchases ownership with grant support.

H. Subawards to debarred and suspended parties: 24 CFR Part 85.35

Subrecipient must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

I. Procurement: 24 CFR Part 85.36

1. Procurement Standards: Subrecipient will use its own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 85.36, excerpts of which are outlined below:
 - a. Subrecipient will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts and/or purchase orders. Subrecipient will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - b. Subrecipient will maintain a written code of standards of conduct governing the performance

- relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
- 2). Proposals will be solicited from an adequate number of qualified sources;
 - 3). Subrecipient will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
 - 4). Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - 5). Subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- d. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Noncompetitive proposals can only be used when authorized in writing by the Director of the Montgomery County Department of Housing and Community Development.
4. Subrecipient will take all necessary affirmative steps outlined in 24 CFR 85.36(e) to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.
 5. Subrecipient must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Subrecipient must make independent estimates before receiving bids or proposals.
 6. Subrecipient must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase.
 7. Bonding requirements for construction or facility improvement contracts shall be:
 - a. A bid guarantee from each bidder equivalent to a minimum of five (5) percent of the bid price. It shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - b. A performance bond on the part of the contractor for 100 percent of the contract price.
 - c. A payment bond on the part of the contractor for 100 percent of the contract price.
 8. Contract provisions include:
 - a. Subrecipient's contracts must contain the contract provisions outlined in 24 CFR Part 85.36(i). Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.
 - b. Equal Employment Opportunity:
 - 1). Activities and contracts not subject to Executive Order 11246, as amended. In carrying out the program, the Subrecipient shall not discriminate against any employee because of race, color, religion, sex or national origin. The Subrecipient shall take affirmative action

to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Subrecipient shall incorporate the foregoing requirements of this Paragraph 1). in all of its contracts for program work, except contracts governed by Paragraph 2). of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

- 2). Contracts subject to Executive Order 11246, as amended. Such contracts shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to HUD assisted construction contracts. The Subrecipient shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this agreement, the following equal opportunity clause:
- 3) During the performance of this contract, the contractor agrees as follows:
 - a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - c) The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Program Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules and regulations, and relevant orders of the Secretary of Labor.
- b. "Section 3" - Compliance in the Provision of Training, Employment and Business Opportunities: This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701 u), as amended, the HUD regulations issued pursuant thereto in 24 CFR Part 135 Employment Opportunities for Business and Lower Income Persons in connection with Assisted Projects, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval. The Subrecipient shall cause or require to be inserted in full in all contracts and subcontracts

for work financed in whole or in part with assistance provided under this Agreement, the Section 3 clause set forth in 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the Section 3 clause.

VI. OTHER PROGRAM REQUIREMENTS: § 570.503(b)(5)

Subrecipient must carry out the activity described in Section II Statement of Work of this agreement in compliance with all Federal laws and regulations described in Subpart K 24 CFR Part 570, except that: (i) The subrecipient does not assume the recipient's environmental responsibilities described at Sec. 570.604; and (ii) The subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR part 52.

- A. Section 109 of the Act (24 CFR 570.602) requires no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.
- B. Labor Standards (24 CFR 570.603). Section 110 of the Act requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with assistance received under the Act shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5). By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. With respect to the labor standards specified in this section, the Secretary of Labor has the authority and functions set forth in Reorganization Plan Number 14 of the of 1950 (5 U.S.C. 1332-15) and section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c).
- C. This contract will be conducted and administered in conformity with requirements and provisions enumerated in 24 CFR Part 570 Subpart K. and 24 CFR Part 85.

VII. SUSPENSION AND TERMINATION: § 570.503(b)(6)

- A. Termination for Cause.
 - 1. If the Subrecipient materially fails to comply with any term of this Agreement, the County may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement by the County;
 - b. Disallow both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
 - c. Wholly or partly suspend or terminate the current Agreement for the Subrecipient's Project;
 - d. Withhold further awards for the CDBG program, or
 - e. Take other remedies that may be legally available.
 - 2. In taking an enforcement action, the County will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.

3. Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination, or subsequently. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if:
 - a. The costs result from obligation which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of termination, are noncancellable, and,
 - b. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- B. Termination for Convenience.
 1. Except as provided in Section VII. A. above, this Agreement may be terminated in whole or in part only as follows:
 - a. By the County with the consent of the Subrecipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
 - b. By the Subrecipient upon written notification to the County, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the County determines that the remaining portion of the Project will not accomplish the purposes for which the grant was made, the County may terminate the Agreement in its entirety under either Section VII. A. above or this section.
- C. In the event that the County in its sole discretion determines that the Subrecipient is not administering or implementing the Project in accordance with the Act, HUD regulations, and/or the provisions of this Agreement, the County shall advise the Subrecipient in writing of the specific reasons the Subrecipient is not so administering or implementing the project in accordance with the Act, HUD regulations, and/or the provisions of this Agreement. If the Subrecipient within ten (10) days from the date of said written notice, fails to institute the corrective measures, in the sole opinion of the County, necessary to bring the implementation and administration of the Project into compliance with the provisions of the Act, HUD regulations, and the provisions of this Agreement or otherwise fails to properly administer or implement the Project in accordance with the Act, HUD regulations and/or provisions of this Agreement, the County shall have the following rights to remedies for noncompliance:
 1. Suspend this Agreement and to suspend the funding of the project until said corrective measures have been affected by the Subrecipient to bring implementation and administration of the project into compliance with the provisions of the Act, HUD regulations, and the provisions of the Agreement;
 2. Institute corrective measures in order to bring the implementation and administration of the Project into compliance with the provisions of this Agreement;
 3. Assume responsibility for the administration and implementation of the Project; and/or
 4. Terminate this Agreement and withdraw or reduce funding for the Project.
- D. In the event that the County exercises any of its rights under Section VII. C. above, the County may deduct any expenses it may incur from the Subrecipient's share of the Community Development Block

Grant Fund, and/or demand and receive reimbursement by the Subrecipient for said expenses. The County, by exercising any of the rights set forth in this Section shall incur no liability direct or indirect, to the Subrecipient, its contractors, subcontractors, agents, servants or employees as a result of such action.

- E. If any action(s) directly relating to the Subrecipient, its contractors, subcontractors, agents, servants or employees, results in the loss of any Funds to the County, said loss will be chargeable to the Subrecipient and subtracted from the Subrecipient's share of the Funds allocated as more specifically set forth in Section II. B. above. Further, if the County has distributed Funds to the Subrecipient for the Project, and said Project is later determined by HUD to be not fundable or not eligible, and as a result thereof, the County is not granted its full entitlement of Funds, the Subrecipient will return to the County any Funds attributable to the Project which were distributed to the Subrecipient.
- F. The above rights are cumulative. Failure of the County to exercise its rights immediately shall not constitute a waiver by the County, nor shall the County be stopped from exercising these rights at any time.
- G. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549 (pursuant to 24 CFR 85.35).

VIII. REVERSION OF ASSETS: § 570.503(b)(7)

- A. Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be either:
 - 1. Used to meet one of the national objectives in 24 CFR 570.208 until five years after the date that the unit of general local government is no longer considered by HUD to be a part of the urban county, or such longer period of time as determined appropriate by the County; or
 - 2. Not used in accordance with Section VIII.A.1. above, in which event the Subrecipient shall pay to the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with Section VIII.A.1. above.

IX. SEVERABILITY:

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. SECTION HEADINGS AND SUBHEADINGS:

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

For the County of Montgomery:

For Montgomery Township

James R. Matthews, Chairman
Board of Commissioners

(Chairman Board/Council)

(Mayor/Executive Director)

ATTEST:

ATTEST:

Robert W. Graf, Chief Clerk

(Secretary)

Date

Date

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Execute Agreement of Sale for the Purchase of a 12.89 +/-
Acre Parcel at Stump Road and Horsham Road

MEETING DATE: November 28, 2011

ITEM NUMBER: **#7**

MEETING/AGENDA: WORK SESSION ACTION XX CONSENT NONE

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

INITIATED BY: Lawrence J. Gegan,
Township Manager 

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

BACKGROUND:

The Township has been in negotiations with Univest Bank and Trust Co. for the purchase of a 12.89 +/- Acre parcel of ground located on the southeast corner of Stump Road and Horsham Road. The property is proposed to be purchased for Open Space/Park and Recreation use. Pending satisfactory completion of a Phase 1 ESA and Title Report, settlement is anticipated to be completed by December 31, 2011.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT:

Funding for the purchase of property for Open Space/Park and Recreation purposes is provided from the Township's Open Space Fund and/or any future Debt Financing to be incurred by the Township.

RECOMMENDATION:

Authorize execution of the Agreement of Sale.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the execution of the Agreement of Sale with Univest Bank and Trust Co. for the purchase of the 12.89 +/- Acre parcel of ground located on the southeast corner of Stump Road and Horsham Road.

MOTION: _____

SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Shade Tree Commission – Legacy Tree Program

MEETING DATE: November 28, 2011

ITEM NUMBER:

#8

MEETING/AGENDA: WORK SESSION ACTION XX CONSENT NONE

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

INITIATED BY: Marianne McConnell BOARD LIAISON: Michael J. Fox, Supervisor
Deputy Zoning Officer

BACKGROUND:

The Shade Tree Commission would like to implement a Legacy Tree Program within Montgomery Township. The purpose of the program is to foster appreciation for, educate, and inspire awareness of the contribution that trees make to the Township; including but not limited to environmental, aesthetic, cultural, and historical contributions. An outline of the program detailing the purpose, goals, definition of a Legacy Tree, criteria for being designated as a Legacy Tree, the nomination process, and the benefits of the designation is attached.

The Commission would like to move this program forward to coincide with the Township's 300th year anniversary celebration where ultimately the "oldest" tree in the Township would be named.

Roy Rodriguez wishes to present and explain the details of the Legacy Tree Program to the Board of Supervisors during their November 28, 2011 meeting.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The project has a proposed budget of \$5,000 in 2012.

RECOMMENDATION:

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

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Legacy Tree Program as presented by the Shade Tree Commission.

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.

Memo

To: Montgomery Township Shade Tree Commission
From: Judith Stern Goldstein, ASLA, R.L.A.
Subject: Legacy Tree Program
Date: November 16, 2011

Based upon the discussions at the October 19, 2011 Shade Tree Commission meeting, we have prepared the following Legacy Tree Program policy outline for your review and comment:

Purpose

To recognize, foster appreciation for, educate regarding, and inspire awareness of the contribution that trees make to the Township – including but not limited to environmental, aesthetic, cultural, and historical contributions.

Goal

To designate individual trees or groves of trees within the borders of Montgomery Township that are significant to the Township and its residents as deserving of special recognition and additional protections in order to ensure their preservation.

Short Term Goal

To find the oldest tree within the municipality in time for the celebration of the 300th anniversary of Montgomery Township in 2014.

Definition

Legacy Tree: a tree designated by the Montgomery Township Shade Tree Commission which, because of its physical or historic characteristics or prominence in the landscape, is of exceptional cultural, landscape or environmental value and has been accepted into the Montgomery Township Legacy Tree program.

Criteria for trees to be considered Legacy Trees

In order to be considered eligible for Legacy Tree designation, nominated trees or groups of trees must be in healthy growing condition* and must meet a minimum of two of the following criteria:

- The tree is at least 50 years old.
- The tree has a large trunk diameter or overall size for its particular species.
- The tree has a documented association with a historic person, structure, location, or event.
- The tree is a prominent landmark within Township.



- The tree has a unique aesthetic value such as outstanding habit, fall color, etc.
- The tree is a rare species for its location.
- The tree is horticulturally valuable.
- The trees are a group of trees in notable grove.
- The tree is a National, State, or County Champion Tree.
- The tree was planted in honor or memory of an individual or event.

Nomination Process

The process should be voluntary, and anyone could nominate a tree using a form provided by the Township. Trees could be located on either private or public property, but must be located within the geographical boundary of Montgomery Township. If the tree is located on private property, the owner must provide written consent attached to the application and must agree to permit access to the tree before the tree can be considered. If the tree is located on public property, the nomination would be forwarded to the Township department responsible for the use and/or maintenance of the property for review and recommendation prior to consideration.

Once nominations are given to the Township, the tree will be inspected to determine its condition and to ensure that it is in good health and meets the nominating criteria.

Benefits to the Township and Property Owners

- Plaques would be placed by Legacy Trees to signify their importance.
- Legacy Trees would be added to a Township map of important trees..
- Owners may be given advice on the maintenance and care of the tree from an ISA Certified Arborist.
- Owners of Legacy Trees on residential property may be eligible to apply for special tree care grants for tree pruning, vertical mulching, cabling and bracing, and other maintenance needs.

P:\2001\0155003\Legacy Trees\Memo.LegacyTreesProgram.111611.doc



MONTGOMERY TOWNSHIP
LEGACY TREE PROGRAM
NOMINATION FORM

Person Nominating Tree:

Property Owner (if different):

Name

Name

Address

Address

Phone (Day)

Phone (Day)

Email

Email

Signature of property owner giving approval for nomination

date

Tree Description

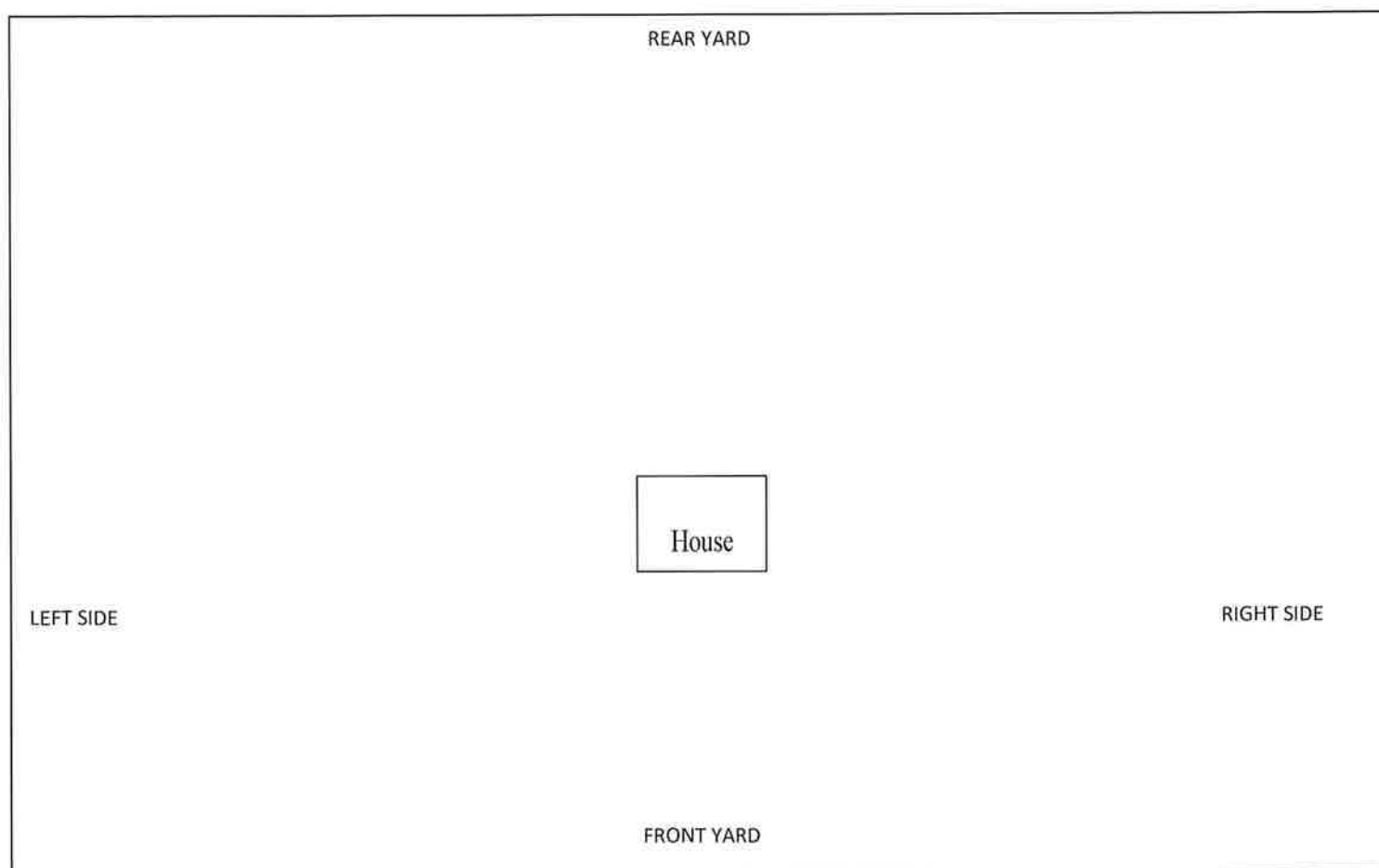
1. Check one: Single Tree _____ Stand of Trees _____ If stand, how many: _____
2. Species of tree (common or botanical) _____
3. Age (approx) _____
4. Location (street address) _____
5. Size of tree
 - i. Height (approx) _____ FT
 - ii. Average Crown Spread _____ FT
 - iii. (From the ground, measure one side of the crown to the other side directly opposite it.)
 - iv. Circumference of the tree trunk _____ FT _____ IN.
(The circumference of the tree is measured a point approximately four and a half feet from the ground)
6. Are there any restrictions on entering the property? _____
7. Please describe the health of the tree (if known)? Are there any structural, health or pruning problems associated with it?

8. Please explain noteworthy physical features that make the tree worthy of Legacy Tree status.

9. Please explain any historical facts or significance associated with the tree. _____

10. Below, please provide a photograph of the tree and a sketch of the approximate location of the tree on the property.

PHOTO



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Final Construction Escrow Release-- Bharatiya Temple - LDS#531

MEETING DATE: November 28, 2011

ITEM NUMBER: # 9

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Robert J. Birch
Chairman

BACKGROUND:

Attached is the final construction escrow release for the Bharatiya Temple project. All public improvements had been completed several years ago, with the exception of some landscaping items. The project has now been inspected by the Township Landscape Architect who recommends that all escrow be released. The original amount of the escrow was \$96,774.36, held as a Cash Escrow. The current balance is \$14,516.15. This release will deplete the escrow account.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

Approve or not approve the construction escrow release.

BUDGET IMPACT:

None.

RECOMMENDATION:

That this construction escrow be released.

MOTION/RESOLUTION:

The Resolution is attached.

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.

Resolution #

WHEREAS, a request for final release of construction escrow was received from Bharatiya Temple, in the amount of \$14,516.15, on the representation that work setforth in the Land Development Agreement to that extent has been completed, and;

WHEREAS, said request has been reviewed by the Township consultants, who recommend a release of \$14,516.15.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Supervisors of Montgomery Township that we do hereby authorize the release of \$14,516.15, in accordance with the developer's request, and the officers of the Township are authorized to take the necessary action to obtain release of said sum.

BE IT FURTHER RESOLVED that this release is contingent upon all Township fees being paid.

BE IT FURTHER RESOLVED that the Township records indicate that escrow had been held as a Cash Escrow in a total sum of \$96,774.36, pursuant to a signed Land Development Agreement to cover the costs of the public improvements, and that the escrow had previously been released to \$14,516.15. The action of the Board in releasing said sum will deplete this escrow account.

MOTION BY:

SECOND BY:

VOTE:

DATE:

xc: Applicant, J. Chambers, B. Shoupe, Finance Department, M. Stoerrie, Minute Book, Resolution File, File

Bruce S. Shoupe
Director of Planning and Zoning



Boucher & James, Inc.
CONSULTING ENGINEERS

INNOVATIVE ENGINEERING

Montgomeryville, PA 18936
4150 County Road, Suite 100
Bryn Mawr, PA 18950
215-335-1100
Fax 215-335-1101

4150 Main Road, Suite 1
Stroudsburg, PA 18356
610-679-1000
Fax 610-679-1001

4150 Main Road, Suite 1
4997 H. Westgate Road
Suite 10
Morgantown, PA 19551
610-613-1212
Fax 215-335-1101

www.bjengineering.com

November 10, 2011

Mr. John O. Chambers, Township Engineer
Chambers Associates
831 DeKalb Pike
Center Square, PA, 19422

**SUBJECT: BHARATIYA TEMPLE
END OF MAINTENANCE PERIOD INSPECTION
TOWNSHIP LD/S NO. 531
PROJECT NO. 01-55-121R**

Dear Mr. Chambers:

Please be advised that I conducted an inspection in order to permit the end of the maintenance period for the landscaping at the Bharatiya Temple on Thursday, November 10, 2011. The inspection included all landscaping as shown on the approved landscape plan, prepared by LandConcepts, dated December 15, 1999 and last revised March 15, 2002, a punchlist previously prepared by this office, dated May 19, 2006, and our comments from informal inspections of the landscape material on May 31 and June 2 of 2011.

All landscaping is of an acceptable size, species and condition to end the maintenance period.

If you have any questions or require additional information, please do not hesitate to call.

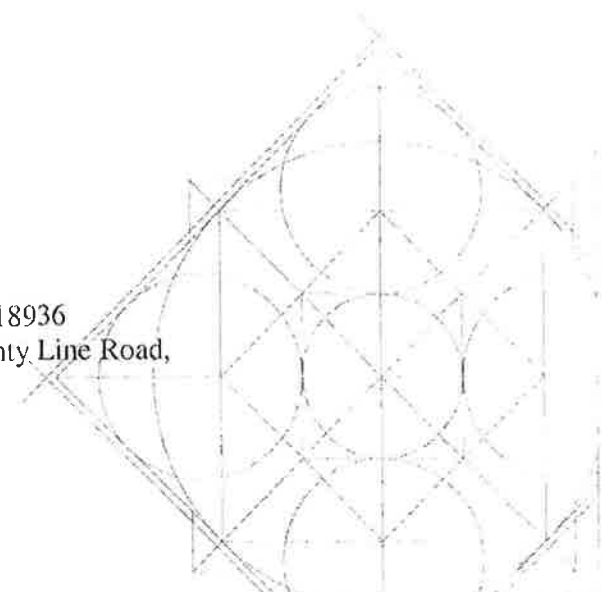
Sincerely,

Valerie L. Liggett, R.L.A., ASLA
Planner/Landscape Architect

VLL/eaf

cc: Board of Supervisors
Bruce Shoupe, Director of Planning and Zoning
Marita Stoerle, Development Coordinator
Marianne McConnell, Deputy Zoning Officer
Amy Saylor, Shade Tree Commission
Nand Todi, 506 Stump Road, Montgomeryville, PA 18936
Vipul Rhatod, c/o Bharatiya Temple, Inc., 1612 County Line Road,
Chalfont, PA 18914

P:\2001\0155121\Documents\Correspondence\Ltr.To.JChambers.EOM.004.doc



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Application Escrow Release-- Taco Bell/Pep Boys Subdivision - LD/S #600

MEETING DATE: 11-28-11

ITEM NUMBER: #10

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Robert J. Birch
Chairman

BACKGROUND:

Attached is an application escrow release for the Taco Bell/Pep Boys Subdivision LD/S #600. This project was to subdivide the ground for the new Taco Bell on North Wales Road. This escrow account was for the application for the subdivision only. Taco Bell has asked that any funds remaining in their application escrow (legal and engineering) be released. This release will be contingent upon all Township Consultant fees being paid. The current balance in the escrow account is \$445.69.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

Approve or not approve the escrow release.

BUDGET IMPACT:

None.

RECOMMENDATION:

That this escrow be released.

MOTION/RESOLUTION:

The Resolution is attached.

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.

Resolution #

WHEREAS, a request for final release of application escrow was received from Sally Inmon for the Taco Bell/Pep Boys Subdivision (LD/S #600), as the project is completed; and

WHEREAS, this release is contingent upon all Township Consultant fees being paid. The current balance in the escrow account is \$445.69.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Supervisors of Montgomery Township that we do hereby authorize the release of the application escrow account, in accordance with the developer's request and the officers of the Township are authorized to take the necessary action to obtain release of these funds.

MOTION BY:

SECOND BY:

VOTE:

DATE:

xc: Applicant, F. Bartle, J. Chambers, B. Shoupe, Finance Department, M. Stoerrle, Minute Book, Resolution File, File

Bruce S. Shoupe
Director of Planning and Zoning

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Application Escrow Release – Simon Property Group – Montgomery Mall
- LD/S #594

MEETING DATE: 11-28-11 ITEM NUMBER: # 11

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe BOARD LIAISON: Robert J. Birch
Director of Planning and Zoning Chairman

BACKGROUND:

Attached is an application escrow release for Simon Property Group for a land development project (LD/S #594) for two restaurants at Montgomery Mall that was eventually withdrawn. They are asking that any funds remaining in the application escrow account be released. This release will be contingent upon all Township Consultant fees being paid. The current balance in the escrow account is \$2,431.03.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

Approve or not approve the escrow release.

BUDGET IMPACT:

None.

RECOMMENDATION:

That this escrow be released.

MOTION/RESOLUTION:

The Resolution is attached.

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.

Resolution #

WHEREAS, a request for release of application escrow was received from the Simon Property Group for a land development project for two restaurants at Montgomery Mall (LD/S #594) that was eventually withdrawn; and

WHEREAS, this release is contingent upon all Township Consultant fees being paid. The current balance in the escrow account is \$2,431.03.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Supervisors of Montgomery Township that we do hereby authorize the release of the application escrow account, in accordance with the developer's request and the officers of the Township are authorized to take the necessary action to obtain release of these funds.

MOTION BY:

SECOND BY:

VOTE:

DATE:

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

Bruce S. Shoupe
Director of Planning and Zoning

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Authorization to Advertise – Public Hearing – Conditional Use – American Gymnastics –
- 506 Stump Road

MEETING DATE: November 28, 2011 ITEM NUMBER: #12

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

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Robert J. Birch
Chairman

BACKGROUND:

Attached is an application for consideration of a conditional use for 506 Stump Road. The applicant American Gymnastics has received two previous approvals for this same use for different locations within the Township. This use is permitted in a Limited Industrial District by conditional use.

A public hearing on conditional use applications must be held within 60 days of the receipt of the application or in this case by **January 17, 2012**.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

The Board must authorize the advertising of a Conditional Use public hearing in accordance with Section 205-156.2 of our Zoning Code for this application within 60 days of receipt of the application, unless the Applicant has agreed, in writing, to an extension of this time. There is not enough time to advertise the public hearing for the December 12th Board of Supervisors meeting. The only available Board meeting scheduled before the January 17th deadline is the 2012 Reorganization meeting on January 3rd.

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that a public hearing be advertised for the meeting of **January 3, 2012**.

MOTION/RESOLUTION:

The resolution is attached.

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.

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby set Tuesday, January 3, 2012, after 8:00 p.m., in the Township Building as the date, time and place for a Public Hearing to consider the Conditional Use application of American Gymnastics, for 506 Stump Road.

MOTION BY:

SECOND BY:

VOTE:

DATE:

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

Application for Conditional Use

Township of Montgomery, Montgomery County, Pennsylvania

Notice Of Appeal

Appellant: Name: American Gymnastics / George Valdez
Address: 141 Commerce Dr.
Montgomeryville PA 18936
Phone: 215-361-1818 Fax: _____
cell 267-261-6130
E-Mail Americangymcheer@yahoo.com

Owner: Name: Penn Holdings, Inc /
Address: 506 Stump Road
Montgomeryville PA
Phone: 215-362-1217 Fax: 215-362-3918
E-Mail mhartz@pennmfg.com

Attorney: Name: _____
Address: _____

Phone: _____ Fax: _____
E-Mail _____

Notice of Appeal
Page 2

Interest of appellant, if not owner (agent, lessee, etc.):

lessee

1. Brief Description of Real Estate Affected:

Block and Unit Number 4

Location Stump Rd

Lot Size 6.98 acres

Present Use Vacant

Present Zoning Classification LI - Ind

Present Improvements Upon Land single story building

Deed Recorded at Norristown in Deed Book _____ Page _____

2. Specific reference to section of the Zoning Ordinance upon which application is based.

230-103 (c) (2) Indoor Athletic Facility permitted in LI upon grant of conditional use (ordinance # 93-15-2)

3. Action desired by appellant or applicant (statement of proposed use)

Indoor Athletic facility located in 15,530 sq ft area of building

This will be my 3rd location change. My first location was 422 Stump Rd my 2nd move was to 141 Commerce Drive. Now due to owner selling building I need to move again to 506 Stump Rd with the same business/use.

4. Reasons appellant believes Board should approved desired action (refer to section(s) of Ordinance under which it is felt that desired action may be allowed, as well as regulations contained in Article XVII, Signs, Article XIX, Off Street Parking and Loading and Article XXI, Miscellaneous Provisions.

I have been doing business in this township for about 17 years. I would be moving about 400 yds from my current location which is zoned LI to this proposed location. Allowing this move will keep the tax revenue from my business in the township.

Code provides that in addition to industrial the specific intended use shall be permitted upon grant of condition.

Failure to permit will cause undue hardship upon lessee

5. Has previous application for conditional use been filed in connection with these premises?
_____ Yes ✓ No

NOTE:

If more space is required, attach a separate sheet and make specific reference to the question being answered.

I, hereby depose and say that all of the above statements and the statements contained in any papers or plans submitted herewith, are true to the best of my knowledge and belief.

SWORN TO AND SUBSCRIBED BEFORE ME THIS

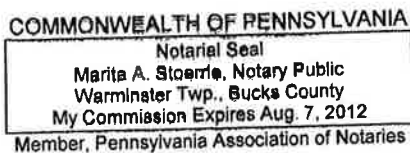
18th DAY OF November 20 11

Marita A. Stoerrie

Notary Public

[Signature]

Appellant's or Owner's Signature



STUMP RD

506

#7

Abc Neighborhoods

Streets

Abc Address

Features

— Streams

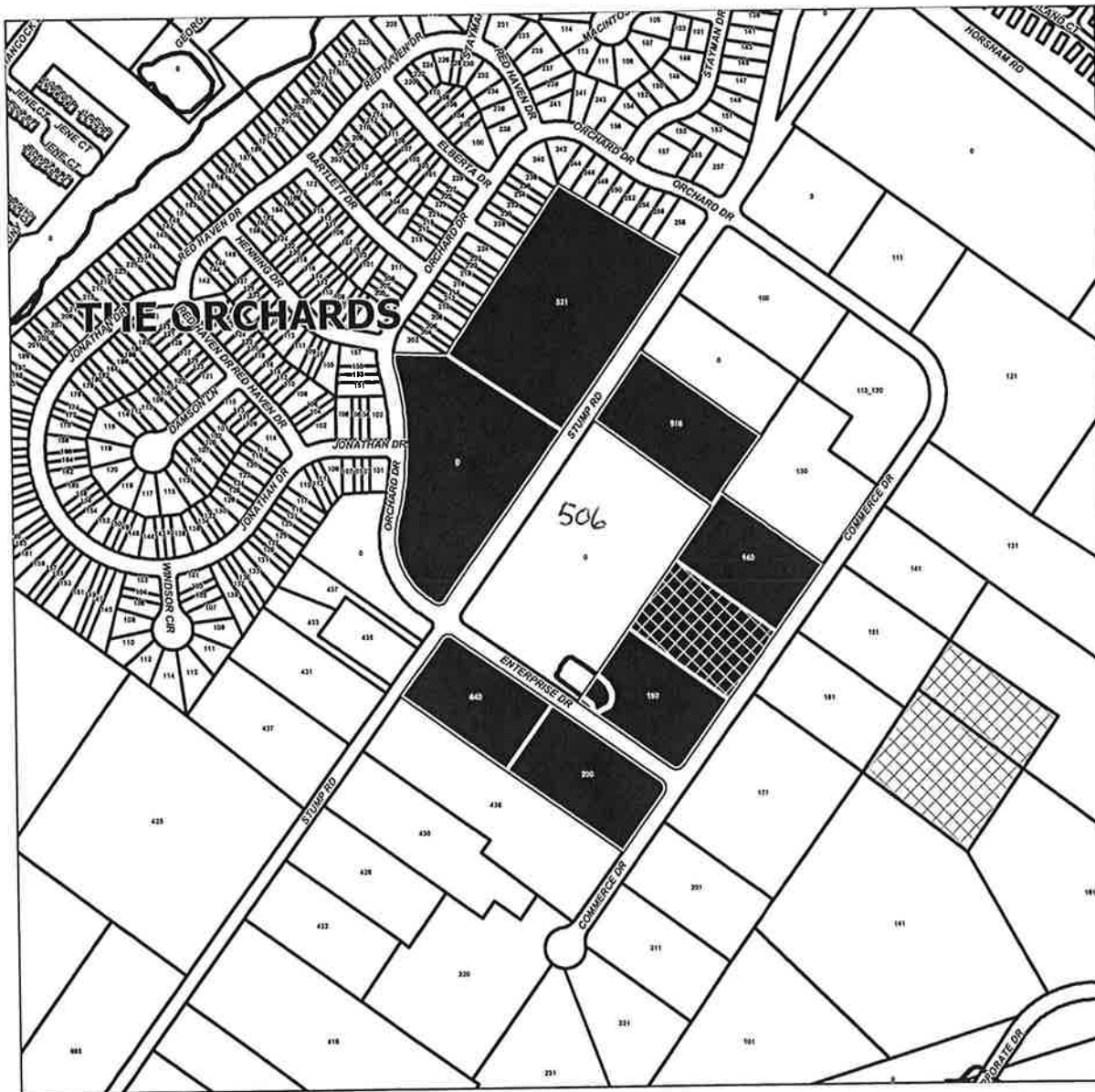
Check Unlinked Parcels

 Parcels CHECK

 Parcels

Hatfield Parcels

 ParcelsHighlight

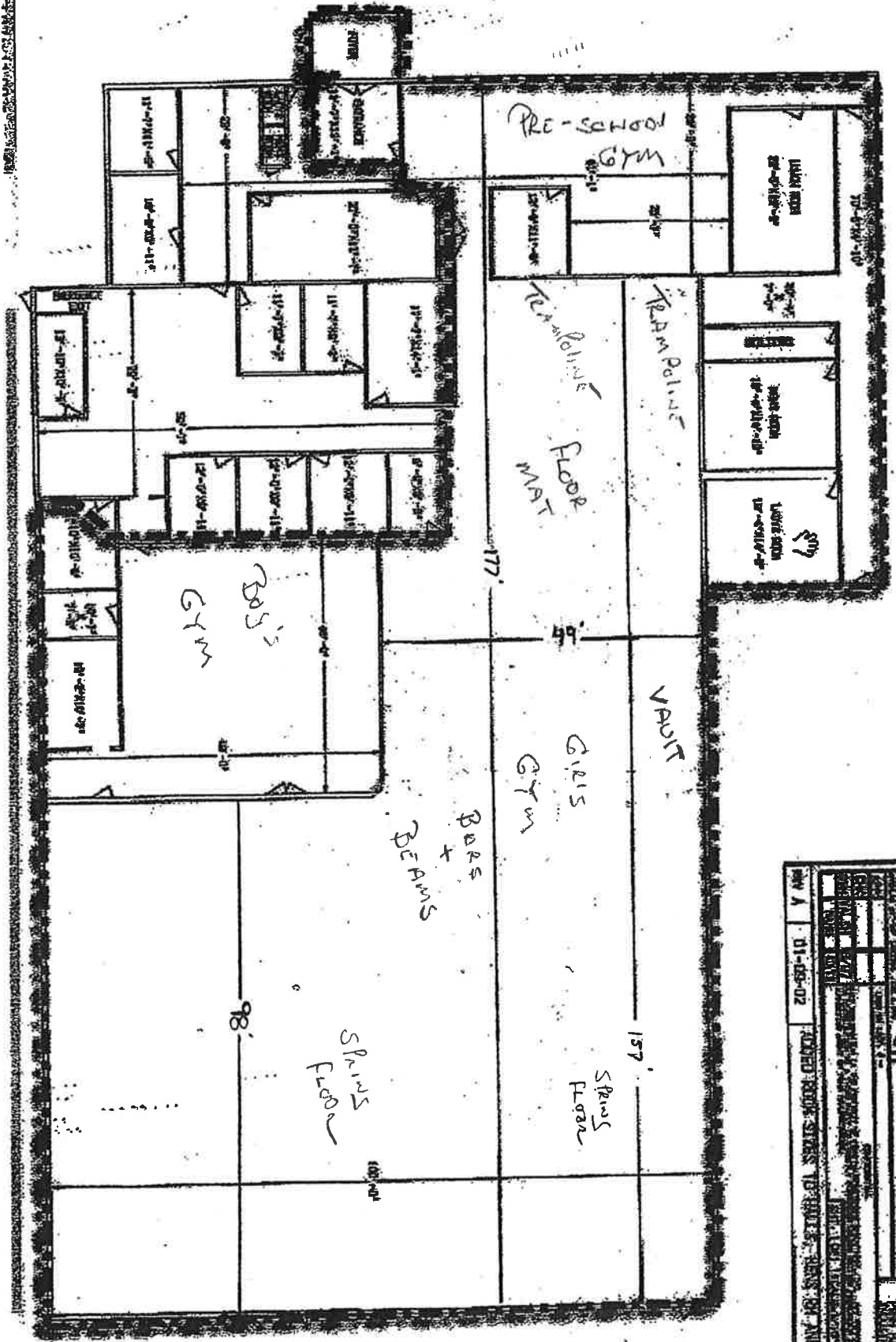


SCALE 1 : 6,260



N





NO.	DATE	BY	REVISION
1	10-10-10	10-10-10	10-10-10
2	10-10-10	10-10-10	10-10-10
3	10-10-10	10-10-10	10-10-10
4	10-10-10	10-10-10	10-10-10
5	10-10-10	10-10-10	10-10-10
6	10-10-10	10-10-10	10-10-10
7	10-10-10	10-10-10	10-10-10
8	10-10-10	10-10-10	10-10-10
9	10-10-10	10-10-10	10-10-10
10	10-10-10	10-10-10	10-10-10

American Gymnastics and Sports Center ® Official Web Site



Our Gym

We provide 21,000 square feet of gymnasium space
100% dedicated to all aspects of professional
gymnastics training:

Regulation Equipment includes:

- Full Size Floor Mat
- Uneven Bars
- Balance Beam
- Vault
- Trampolines
- Tumble Track
- Ring Tower
- High Bar
- Parallel Bars
- Pommel Horse
- Mats



Facility Information:

- Convenient Location
- Free Parking
- Lockers
- Changing Area
- Observation Area for Parents
- Toddler Tumbling Section
- Party Room
- Professional P.A. Audio and Music System
- Vending Machines for beverages and snacks
- Gym Store (leotards, t-shirts, water bottles, posters, team gear, etc)

Tour Our Gym





Pre-school Gym



Pre-school Gym



Pre-school Gym



Girls Gym

Girls Area



Girls Gym



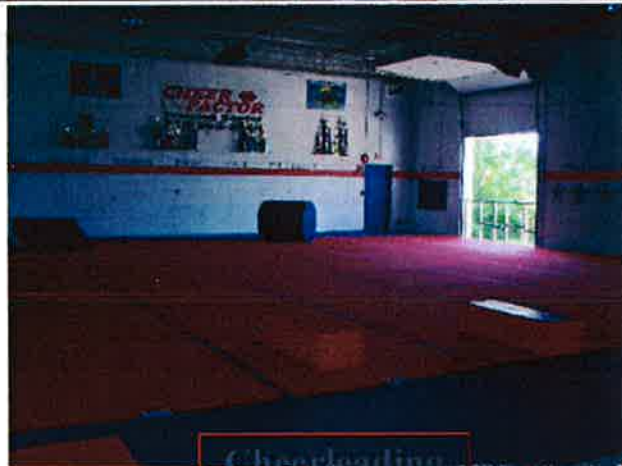
Trampolines,
Tumble-Trac,
and Pit

Boys
Gym

Boys Area

Boys
Gym

Boys
Gym



Spring floor



Spring floor

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Designation of Agent – Hurricane Irene Disaster Assistance

MEETING DATE:

ITEM NUMBER:

#13

MEETING/AGENDA: November 28, 2011

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

BACKGROUND:

FEMA announced Montgomery County and its municipalities as having “disaster” status for the events of Hurricane Irene. Montgomery Township will be applying for reimbursement of Public Works, Fire and Administrative expenses that were a direct result of the Hurricane.

The Township’s first step in the application process is to adopt a resolution adopting PEMA–DAP -2 “Designation of Agent” authorizing an agent to execute all required forms and documents for the purposes of obtaining financial assistance for Hurricane Irene.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Reimbursement of Public Works, Fire and Administrative expenses totaling between \$6,000 - \$10,000.

RECOMMENDATION:

Adopt PEMA– DAP -2 Resolution designating the Finance Director as the Township’s agent to execute all required forms and documents for the purposes of obtaining financial assistance for Hurricane Irene.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors that we hereby adopt PEMA– DAP -2 Resolution designating the Finance Director, Shannon Q. Drosnock, as the Township's agent to execute all required forms and documents for the purposes of obtaining financial assistance for Hurricane Irene.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

DESIGNATION OF AGENT RESOLUTION

FOR: Hurricane Irene
(Enter Name of Disaster or Number)

BE IT RESOLVED BY Board of Supervisors OF Montgomery Township
(Governing Body) (Public Entity)
THAT Shannon Q. Drosnock, Finance Director
(Name of Applicant Agent) (Title)

IS HERBY AUTHORIZED TO EXECUTE FOR AND IN BEHALF OF

Montgomery Township, Montgomery County,
(Public Entity) (County)

a public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

Passed and approved this _____ day of _____, 20_____.

Robert J. Birch, Chairman
(Name) (Title) (Signature)
Candace Fluehr-Chiura Vice-Chairman
(Name) (Title) (Signature)
Michael J. Fox, Supervisor
(Name) (Title) (Signature)
Jeffrey W. McDannell Supervisor
(Name) (Title) (Signature)
Joseph P. Walsh, Supervisor
(Name) (Title) (Signature)

CERTIFICATION

I, _____, duly appointed and _____
(Name) (Title)
of _____, do hereby certify that the above is a true and correct copy of
(Public Entity)
a resolution passed and approved by the _____
(Governing Body)
of _____ on the _____ day of _____, 20_____.
(Public Entity)

(Signature) (Official Position) (Date)

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Payment of Bills

MEETING DATE:	November 28, 2011	ITEM NUMBER:	#14
MEETING/AGENDA:	WORK SESSION	ACTION	XX NONE
REASON FOR CONSIDERATION:	Operational: XX	Information:	Discussion: Policy:
INITIATED BY:	Lawrence J. Gregan Township Manager	BOARD LIAISON:	Robert J. Birch, Chairman

BACKGROUND:

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
23960	11/23/11	1264	MORGAN STANLEY SMITH BARNEY INC	5,515.92
49319	11/28/11	00000068	ADAM WEBSTER	45.00
49320	11/28/11	00001875	ADVANCED COLOR AND GRIND LLC	1,400.00
49321	11/28/11	00000936	ALAN SWIFT	100.00
49322	11/28/11	00000053	ALLIED WASTE SERVICES #320	915.79
49323	11/28/11	00000053	ALLIED WASTE SERVICES #320	770.53
49324	11/28/11	00000053	ALLIED WASTE SERVICES #320	732.40
49325	11/28/11	00000043	BERGEY'S	1,450.13
49326	11/28/11	00001938	BILL WIEGMAN	30.00
49327	11/28/11	00001903	BRIAN JANSSENS	15.00
49328	11/28/11	00902444	BRIE DUNNE	45.00
49329	11/28/11	00000135	BUDGET PRINTING 2009	90.00
49330	11/28/11	00000069	C L WEBER CO INC.	96.88
49331	11/28/11	00000074	CARDINAL CAMERA & VIDEO CENTER	214.97
49332	11/28/11	00001601	CDW GOVERNMENT, INC.	542.79
49333	11/28/11	00001048	CLEAR SOUND INC.	9,668.00
49334	11/28/11	00000108	COUNTY ELECTRIC SUPPLY COMPANY,	233.70
49335	11/28/11	00000159	SSL GROUP LP	267.70
49336	11/28/11	00000111	DAVID H. LIGHTKEP, INC.	20.95
49337	11/28/11	00001945	DAVID S. WOLFE	15.00
49338	11/28/11	00001941	DAVID W. VASCONEZ	60.00
49339	11/28/11	00000629	DAVIDHEISER'S INC.	270.00
49340	11/28/11	00001627	DEER PARK SPRING WATER COMPANY	116.85
49341	11/28/11	00000146	E.A. DAGES, INC.	106.40
49342	11/28/11	00000169	FEDEX	16.60
49343	11/28/11	00001693	FIRST NATIONAL SAFE DEPOSIT CORP	1,885.00
49344	11/28/11	00001669	FIRST HOSPITAL LABORATORIES, INC.	736.15
49345	11/28/11	00000191	GENERAL CODE, LLC	1,195.00
49346	11/28/11	00000193	GEORGE ALLEN PORTABLE TOILETS, IN	552.00
49347	11/28/11	00000198	GLASGOW, INC.	172.95
49348	11/28/11	00001842	GLEN ROETMAN	20.00
49349	11/28/11	00001709	GOULDEY WELDING & FABRICATIONS, I	93.50
49350	11/28/11	00000418	GREG REIFF	99.95
49352	11/28/11	00000903	HOME DEPOT CREDIT SERVICES	1,043.98
49353	11/28/11	00000787	IAFC - INTERNATIONAL ASSOCIATION O	229.00
49354	11/28/11	00000102	INTERSTATE BATTERY SYSTEMS OF	109.95
49355	11/28/11	00001964	JOHN CATALDI	15.00
49356	11/28/11	00000890	JOHN H. MOGENSEN	30.00
49357	11/28/11	00001042	JOHN MILLER AND SON, INC.	607.60
49358	11/28/11	00001581	JOSEPH J. SIMES	90.00
49359	11/28/11	00001843	JOSEPH M. BENNETT	60.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
49360	11/28/11	00000112	JT LAFFREDO BUILDING & DESIGN, INC.	13,179.09
49361	11/28/11	00000264	KENCO HYDRAULICS, INC.	1,652.89
49362	11/28/11	00000572	KEVIN COSTELLO	325.00
49363	11/28/11	00000269	KRUPP, MEYERS AND HOFFMAN	37.50
49364	11/28/11	00000271	LANSDALE CHRYSLER PLYMOUTH INC.	45.20
49365	11/28/11	00001858	LAURIE ROBBINS	774.40
49366	11/28/11	00001886	LOUIS RANIERI	35.00
49367	11/28/11	00000093	MATTHEW MCCULLA	15.00
49368	11/28/11	00001330	MCCALLION STAFFING SPECIALISTS	1,326.00
49369	11/28/11	00000743	MES - PENNSYLVANIA	2,866.00
49370	11/28/11	00001920	MICHAEL H. BEAN	30.00
49371	11/28/11	00002016	MICHAEL SHINTON	15.00
49372	11/28/11	00001134	OFFICE DEPOT, INC	336.02
49373	11/28/11	00001574	OLDCASTLE LAWN & GARDEN, INC.	355.00
49374	11/28/11	00001400	PA CHIEFS OF POLICE ASSOCIATION	600.00
49375	11/28/11	00000186	PACIFIC TELEMAGEMENT SERVICES	95.00
49376	11/28/11	00000139	PARTSMaster	69.45
49377	11/28/11	00000379	PAUL B. MOYER & SONS, INC.	4.52
49378	11/28/11	00000095	PAUL SMITH	30.00
49379	11/28/11	00000185	PCCA PENNSYLVANIA CONSTRUCTION	295.00
49380	11/28/11	00000397	PECO ENERGY	1,825.35
49381	11/28/11	00000825	COMMONWEALTH OF PA	35.00
49382	11/28/11	00000009	PETTY CASH	500.00
49383	11/28/11	00000945	PIPERSVILLE GARDEN CENTER, INC.	83.67
49384	11/28/11	00001155	PITNEY BOWES GLOBAL FINANCIAL	222.24
49385	11/28/11	00001146	RESERVE ACCOUNT	1,500.00
49386	11/28/11	00000429	RICHARD PETERSON	100.00
49387	11/28/11	00000117	RIGGINS INC	1,822.36
49388	11/28/11	00000115	RIGGINS, INC	4,668.04
49389	11/28/11	00000061	ROBERT MCMONAGLE	30.00
49390	11/28/11	00001030	SIGNAL CONTROL PRODUCTS, INC.	216.00
49391	11/28/11	00001683	MICHAEL E. MAURER	380.00
49392	11/28/11	00000015	NEXTEL PARTNERS OPERATING CORP	394.95
49393	11/28/11	00001394	STANDARD INSURANCE COMPANY	6,522.25
49394	11/28/11	00001847	STAPLES CONTRACT & COMMERCIAL, IN	386.45
49395	11/28/11	00000475	STEVE WIATER	99.99
49396	11/28/11	00000483	SUBURBAN OFFICE SUPPLIERS, INC.	353.20
49397	11/28/11	00902396	SUSAN BIDDLE	76.00
49398	11/28/11	00001164	THE GOOSE GUYS INC.	250.00
49399	11/28/11	00001783	THE HOMER GROUP	2,022.43
49400	11/28/11	00000496	GOODSON HOLDING COMPANY	613.38

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
49401	11/28/11	00000570	TODD JASUTA	100.00
49402	11/28/11	00000183	TSSI	651.37
49403	11/28/11	00000327	U.S. MUNICIPAL SUPPLY, INC.	814.47
49404	11/28/11	00000032	VISA	1,100.10
49405	11/28/11	00902445	VALERIE GRYGA	45.00
49406	11/28/11	00000520	VALLEY POWER, INC.	229.90
49407	11/28/11	00000040	VERIZON PENNSYLVANIA INC	360.92
49408	11/28/11	00001033	VERIZON CABS	533.82
49409	11/28/11	00001839	VINAY SETTY	15.00
49410	11/28/11	00001289	W. BYRON BATTLE, RPR	1,905.50
49411	11/28/11	00000760	WASTE MANAGEMENT OF	492.46
49412	11/28/11	00001329	WELDON AUTO PARTS	300.90
49413	11/28/11	00000533	WELLINGTON SPORTING GOODS, INC.	804.00
49414	11/28/11	00001948	WILLIAM H. FLUCK IV	20.00
49415	11/28/11	00000551	XPEDEX/HARRISBURG	303.25
49416	11/28/11	00000590	YOCUM FORD	2,879.23
49417	11/28/11	00000209	BOUCHER & JAMES, INC.	8,068.83
49419	11/28/11	00000085	CHAMBERS ASSOCIATES, INC.	20,943.35
49421	11/28/11	00000125	DISCHELL, BARTLE, YANOFF & DOOLEY	22,155.50
49422	11/28/11	00000152	ECKERT SEAMANS CHERIN &	28,207.37
49423	11/28/11	00001282	KENNETH AMEY	1,232.50
49424	11/28/11	00001023	KERNS, PEARLSTINE, ONORATO	2,990.00
49425	11/28/11	00000604	KEYSTONE MUNICIPAL SERVICES, INC	25,080.00
49426	11/28/11	00001972	ROBERT L. BRANT	7,126.14
49427	11/28/11	00001984	TRAFFIC PLANNING AND DESIGN, INC.	7,424.46
TOTAL				207,651.14

MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
11/16/2011	Commonwealth of PA	State Tax Payment	\$7,197.14
11/23/2011	IRS	941 Payment	\$63,456.08
11/23/2011	BCG	401/457 Plan Payment	\$22,695.50
11/23/2011	PA-SCDU	Withholding Payment	\$1,793.22
		Total Paid as of 11/28/2011	\$95,141.94