

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
December 12, 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. Gegan
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 28, 2011 Meeting
6. Welcome New Department of Public Works Employees
7. Announce Board/Commission Resignations and Appointments
8. Consider Approval of Montgomery Township Sewer Authority 2012 Budget
9. Consider Authorization for Advertisement of Proposed Ordinance #11-253 - Montgomery Township Municipal Sewer Authority Sewer Rate Increase
10. Consider Approval of Montgomery Township Municipal Sewer Authority 2011 Tapping Fee Agreements
11. Consider Adoption of Montgomery Township 2012 Final Budget
12. Consider Financing Proposals – Recreation/Lands/Facilities
13. Consider Waiver of Fees – Seasonal Mercantile Permit – Greater Philadelphia Falun Dafa Association Fund Raiser Ticket Sales
14. Consider Approval of Escrow Release #7 LD/S#643 for Kidalas Court – 1215 Kenas Road
15. Consider Authorization to Execute PennDot Agreements – S.R. 202 Intelligent Transportation System (ITS) Improvements
16. Recognition of Township Retirees
17. Payment of Bills
18. Other Business
19. Adjournment

Future Public Hearings/Meetings

12-14-11 @ 7:30 PM – Park & Recreation Board
12-15-11 @ 7:30 PM – Planning Commission
12-15-11 @ 7:30 PM – Finance Committee
12-21-11 @ 7:30 PM – Public Safety Committee
12-21-11 @ 7:00 PM – Sewer Authority
01-03-12 @ 8:00 PM – Re-Organization Meeting

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: December 12, 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: December 12, 2011

ITEM NUMBER: # 4

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Gegan
 Township Manager 

BOARD LIAISON: Robert J. Birch, Chairman

BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Approval of Minutes for November 28, 2011 Meeting

MEETING DATE: December 12, 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 or Shirley Snyder on Monday, December 12, 2011 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
NOVEMBER 28, 2011**

Chairman Robert Birch called the executive session to order at 7:00 p.m. In attendance were Supervisors Candyce Fluehr Chimera, Michael Fox, Jeffrey McDonnell and Joseph Walsh. Also in attendance were Lawrence Gregan, Robert J. Iannozzi, Esquire, Labor Attorney Ryan Cassidy, Director of Fire Services Rick Lesniak, Bruce Shoupe 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 8:08 p.m. In attendance were Supervisors Candyce Fluehr Chimera, Michael Fox, Jeffrey McDonnell and Joseph Walsh. Also in attendance were Robert J. Iannozzi, Esquire, Lawrence Gregan, Richard Brady, Scott Bendig, Bruce Shoupe, Kevin Costello, Rick Lesniak, Ann Shade, Shannon Drosnock, Rich Grier and Deb Rivas.

Following the Pledge of Allegiance, Chairman Robert Birch called for public comment from the audience.

Under public comment, Steven Ciamponi of 1017 Pecan Drive, inquired as to why the Township has not considered utilizing one single trash hauler. Supervisor Michael Fox responded that this matter was previously discussed at the Township's Environmental Advisory Committee and has overall been debated at many surrounding Townships in the area. Supervisor Fox stated that there are multiple problems associated with one single trash hauler and that is why the Township has not pursued it further. Supervisor Fox further stated that the Township would become the contracted party and is responsible for collecting payments. The Township must also be the responsible party between the trash hauler and the resident. Supervisor Fox said that there are other issues such as whether or not the fees collected for trash removal are to be treated as taxes. Supervisor Fox said that while there can be a benefit to one single trash hauler, it is a very complex issue and it is not to be undertaken lightly.

Also under public comment, Chairman Robert Birch stated that the Board is pleased to announce that a Wegman's store will be coming to the Montgomery Mall. The Board said that it will be good for the mall, and very good for the Township and they are very pleased.

Robert J. Iannozzi, Jr., Esquire reported that the Board met in an executive session earlier in the evening at 7:00 p.m. Mr. Iannozzi reported that there were two personnel matters, three matters of potential litigation and one matter of real estate acquisition. Mr. Iannozzi 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 November 14, 2011 Board meeting and Supervisor Candyce Chimera seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Lawrence Gregan, Township Manager, announced that earlier this year, the Board had authorized submission of an application under the Montgomery County Housing and Community Development Block Grant Program. Mr. Gregan stated that the application was for funding for the replacement of handicap ramps within the Township. Mr. Gregan further stated that the Township was successful in receiving a grant award of \$200,000 towards a projected project cost of approximately \$207,000. The Township's share would be for the engineering costs for the preparation of plans and specifications and inspection of the construction work. Mr. Gregan requested that the Board of Supervisors accept the grant award and authorize execution of the attached agreement with the Board of Commissioners of Montgomery County. Resolution #1, adopted unanimously, authorized the execution of the grant agreement with the Board of Commissioners of Montgomery County for ABR Curb Ramps.

Roy Rodriguez, Chairman of the Shade Tree Commission, announced that the Shade Tree Commission, in anticipation of the 300th Anniversary of Montgomery Township, would like to implement a Legacy Tree Program within Montgomery Township. The purpose of the

program would be to foster appreciation for, educate, and inspire awareness of the contribution that trees make to the Township. Mr. Rodriguez stated that the Legacy Tree Program will help the Shade Tree Commission identify the oldest tree in Montgomery Township. The program will promote the nomination of trees over the next two years. At the Arbor Day Celebration in 2014, the Shade Tree Commission would announce the Grand Anniversary Tree. Mr. Rodriguez also stated that the program will allow the Shade Tree Commission to track the success of the trees. Resolution #2, adopted unanimously, approved the Legacy Tree Program as presented by the Shade Tree Commission.

Chairman Robert Birch announced that the Township is considering an agreement of sale to purchase a 12.89 +/- acre parcel of land at the corner of Stump and Horsham Roads owned by Univest Bank. Supervisor Michael Fox stated that he would be abstaining from the discussion as it involves the bank where he is employed. Mr. Birch stated that the agreement was for the land directly across from the Township building that may one day become a Community Center in the Township. Supervisor Joe Walsh stated that he thinks this is a tremendous opportunity for the Township, and due to the unfortunate economic times, the Township has been able to take advantage of this situation. Mr. Walsh continued to explain that the land across the street was originally zoned for office condominiums. That project was delayed and eventually went bankrupt. The land was then put into foreclosure action, and the Township was able to obtain it for a very reasonable price. Resolution #3, adopted by a vote of 4 to 0, Supervisor Fox abstaining, authorized 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.

The final construction escrow release for Bharatiya Temple, LDS #531, in the amount of \$14,516.15, was adopted unanimously by Resolution #4.

The application escrow release for Taco Bell/Pep Boys Subdivision, LDS #600, in the amount of \$445.69, was adopted unanimously by Resolution #5.

The application escrow release for Simon Property Group – Montgomery Mall, LDS #594, in the amount of \$,2431.03, was adopted unanimously by Resolution #6.

Chairman Robert Birch announced that a conditional use application has been received by American Gymnastics for 506 Stump Road. At this time, the Board must authorize the advertisement of the conditional use hearing. Township Manager Lawrence Gegan stated that the hearing will have to be held on January 3rd, 2012, which is also the re-organization meeting. Resolution #7, adopted unanimously, authorized the conditional use public hearing to be advertised for January 3, 2012.

Finance Director Shannon Drosnock announced that FEMA designated Montgomery County and its municipalities as having “disaster” status for damage resulting from Hurricane Irene. Ms. Drosnock stated that Montgomery Township will be applying for disaster assistance for reimbursement of Public Works, Fire and Administrative expenses that were a direct result of the Township’s emergency response during the hurricane. In order to apply for the disaster assistance, the Board is required to adopt a resolution authorizing an agent to execute all required forms and documents for the purposes of obtaining financial assistance for Hurricane Irene. Resolution #8, adopted unanimously, authorized Finance Director Shannon Drosnock to act as the Township’s agent to execute the required forms and documents for the purposes of obtaining financial assistance for Hurricane Irene.

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.

Under other business, Chairman Robert Birch made a motion to authorize the Township Solicitor to oppose the Gateway D.C. Airport Square Zoning Application requesting a variance

to increase the building coverage on the property from 16.2% to 18%. The motion was seconded by Supervisor Chimera and approved unanimously.

Also under other business, Supervisor Michael Fox proposed that the Township formalize a feasibility study to see what should be placed on the piece of property that the Township is acquiring. Mr. Fox indicated that the timing is important right now as interest rates are at historic lows, and in the building industries, the Township can probably get better pricing now than at any other time because of the amount of actual construction work underway. Mr. Fox indicated that the feasibility study should include a conceptual building, an estimate of the cost and a review of financing scenarios. Mr. Fox made a motion to authorize the Township Manager to pursue a feasibility study for the parcel at Stump and Horsham Roads and Supervisor Walsh seconded the motion. The motion passed unanimously.

There being no further business to come before the Board, the meeting adjourned at 8:30 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Introduce New Department of Public Works Employees

MEETING DATE: December 12, 2011

ITEM NUMBER:

#6

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Kevin A. Costello
Director of Public Works

BOARD LIAISON: Robert J. Birch, Chairman

BACKGROUND:

As part of the 2011 Budget, two new Laborer positions were approved to assist with the workload of the Public Works Department, specifically in the parks and roads divisions. Kevin Costello will introduce Eric McKelvey and Mark Hockman as our two new employees. Eric recently graduated from North Montco Vo-Tech School with certifications in welding, fabricating and industrial electric. Eric has received on the job training working for us for the past three summers in the Road division. Mark comes to us from the private sector with experience in farming, landscaping, hardscaping, equipment operation (including paving) and snow removal.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: Funding for these new positions was included in the 2011 approved Budget.

RECOMMENDATION: Welcome Eric McKelvey and Mark Hockman as new employees at Montgomery Township, effective December 2nd 2011.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby welcome Eric McKelvey and Mark Hockman as new employees at Montgomery Township, effective December 2nd 2011.

MOTION: _____

SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

12/9/2011

SUBJECT: Announce Board/Commission Resignations and Appointments

MEETING DATE: December 12, 2011

ITEM NUMBER:

#7

MEETING/AGENDA: WORK SESSION

ACTION XX

CONSENT

NONE

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

INITIATED BY: Lawrence J. Grogan
Township Manager



BOARD LIAISON: Robert J. Birch
Chairman

BACKGROUND:

On 2012, we received an email from Heather Berkey resigning from her position on the Township Park and Recreation Board effective . Heather was originally appointed to the Park and Recreation Board in June 2002 and has been an active participant in the many Park and Recreation Board activities for the past nine and a half years.

On 2012, we also have received an email from Patricia Myers resigning from her position on the Montgomery Township Municipal Sewer Authority effective. Patti was originally appointed to the Sewer Authority Board in January 2001 and is completing eleven years of service on the Authority.

The resignation of Patti Myers leaves a vacancy on the Authority Board which would need to be filled due to the pressing business of the Authority. Christopher Kelm, resident of the township at 108 Kelsey Drive, Lansdale, has expressed an interest in appointment to fill this position. A copy of his resume is attached.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Acknowledge receipt of and accept the resignations of Heather Berkey from the Park and Recreation Board and Patricia Myers from the Montgomery Township Municipal Sewer Authority Board effective December 12, 2011 and approve the appointment of Christopher Kelm to fill the unexpired term on the Montgomery Township Sewer Authority to January 1, 2016.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby accept the resignation of Heather Berkey from the Park and Recreation Board effective December 12, 2011 and take this opportunity to thank Ms. Berkey for her dedication and service to Montgomery Township while serving for over nine years on the Park and Recreation Board; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Montgomery Township that we hereby accept the resignation of Patricia Myers from the Montgomery Township Municipal Sewer Authority effective December 12, 2011 and take this opportunity to thank Ms. Myers for her dedication and service to Montgomery Township while serving for eleven years on the Sewer Authority; and,

BE IT FURTHER RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint Christopher Kelm, 108 Kelsey Drive, Lansdale to the Montgomery Township Municipal Sewer Authority to fill an unexpired term to January 1, 2016.

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.

CHRISTOPHER T. KELM

108 Kelsev Drive • Lansdale, PA 19446

QUALIFICATIONS PROFILE

Experienced, senior securities industry professional with a proven ability to build revenue and drive efficiency across a range of products and services. Extensive knowledge of the operating environment of a FINRA Broker Dealer and SEC licensed Registered Investment Advisor.

- Extensive Business Development experience marketing Investment Banking and Investment Management services.
- Strong ability to analyze business challenges, identify best practices, process improvements and develop effective long term solutions.
- Comprehensive knowledge of and experience with various industry rules, regulations, practices and procedures.
- Proven leadership and team-building skills.

PROFESSIONAL EXPERIENCE

BRYANT PARK CAPITAL, INC. – Radnor, PA / New York, NY (Present)

Chief Operating Officer

Responsible for the strategic development and day to day operations of this middle market investment bank and its subsidiaries. BPC provides M&A and corporate finance advisory services to emerging growth and middle market public and private companies

TD WEALTH MANAGEMENT SERVICES INC. – Philadelphia, PA (1992 to 2010)

Managing Director - Chief Operations / Administrative Officer (2004 to 2010)

Led the Division's overall operational areas, including Wealth Management, Retirement Plan Services and Institutional Fixed Income Trading groups. Reported directly to the division's President and collaborated with other members of the Senior Management team in the development of individual business lines including the evaluation of new product offerings, strategic partnerships and acquisitions.

- Managed a \$4.3 million annual budget with 35 FTEs.
- Provided Operations leadership as a member of the Division's senior management team and on various committees including Operating Committee, Risk Committee and New Product Committee. Head of the Wealth Management Group's Policies and Procedures Committee.
- Recruited to lead the turnaround of the Broker-dealer's Wealth Management business support teams. Revamped key areas which resulted in improving the group's Internal Audit rating from Unsatisfactory to Strong within two years.
- Assisted in the formation and development of the division's key business units.
- Direct Supervision responsibility for several business lines including Operations, Online Trading, Marketing, Technology Services, Call Center and Advisor Support.

Continued...

- Managed the Division's clearing partner relationship with National Financial Services. Executed several systems conversions that combined both fully disclosed clearing and self clearing relationships to a consolidated platform. The two largest conversions covered over 60,000 accounts with over \$5 billion in assets under management.
- Negotiated new clearing contract resulting in a 30% expense reduction.
- Developed Division's vendor selection process to choose new clearing vendor. Based on a team approach to form consensus and build support for a potential change.
- Integrated the operational groups of two Broker Dealers following the acquisition of Commerce Bank. Reduced annual expense from \$6.8 million to \$4.3 million. Consolidated seven operating offices into one home office location
- Developed centralized advisor support model resulting in reduced FTE, higher quality staffing and facilitated career development and progression.
- Developed client segmentation model to improve advisor productivity, increase revenue and develop new Investment Advisors.
- Instituted the Wealth Management Group's Talent Strategy to assure career development and progression. In the first year of the effort, all non-entry level positions were filled internally and three FTEs were added to the front office sales team.
- Implemented numerous applications to improve productivity, enhance management reporting and increase span of control. The systems included: Envestment Managed Account Platform, Quadron Data Solutions' Quadron DataPro, Miningham & Oellerich's Commission Management System, Sunguard's Protegent and Ebix's AnnuityNet.
- Implemented an Imaging and Workflow solution to improve productivity, speed processing and reduce errors.

Managing Director, Public Finance Investment Banking (2001 to 2004)

Served as Senior Investment Banker, Financial Advisor and Investment Advisor on a wide range of tax-exempt, governmental / not for profit bond financings.

- Identified new financing opportunities, formulated financing solutions, and presented proposals at public meetings and oversight entities.
- Served as head of the overall financing team which included the borrower's legal, accounting and finance professionals.
- Collaborated on the development of a differentiated business model that resulted in the group achieving a 50% market share of public finance investment banking services in New Jersey.

Managing Director, Head of the Personal Investment Group (1998 to 2001)

Enlisted by the Bank's Executive Management to lead the development of Commerce Bank's Personal Investment Group.

- Built business from a start up business to \$3 million in annual revenue in three years.
- Launched a Retirement Plan Services Group that grew into a \$3 million recurring revenue business.
- Provided leadership on the adoption of policies, procedures and systems needed to effectively manage, control and grow the business line.

- Recruited new Investment Advisors and retained existing sales force.
- Established a referral incentive program which was adopted as the model for Commerce Bank's in-store incentive program
- Developed and implemented new products and services as a licensed Broker Dealer, Registered Investment Advisor and Insurance Agency.
- Launched Commerce Online Trading service. This service was nominated for a company award for service and convenience.

Vice President, Public Finance Investment Banking (1992 to 1998)

Recruited to help form Cypress Securities, Inc., a Public Finance based Investment Bank. This firm was acquired by Commerce Bancorp in March, 1995. Within two years of its formation, the firm became one of the leading Underwriters of tax-free bonds in its market.

- Developed the core infrastructure to support Investment Banking, Financial Advisory and Investment Management Services, Supervision, Trading and Underwriting.
- Integrated Investment Banking and Investment Management products and services into the core product offering of Commerce Bank.
- Automated underwriting process increasing annual underwritings from 30 to over 200. Reduced underwriting time from three hours to thirty minutes. The firm became the top underwriter of notes nationally.

EDUCATION AND CREDENTIALS

Bachelor of Arts in Economics

LASALLE UNIVERSITY – Philadelphia, Pennsylvania

Professional Licenses:

Professional licenses include, FINRA (NASD)

- Series 27 Financial and Operations Principal
- Series 24 General Securities Principal
- Series 53 Municipal Securities Principal.
- Series 7 General Securities Representative
- Series 63 Uniform Securities Agent

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Montgomery Township Sewer Authority 2012 Budget

MEETING DATE: December 12, 2011 ITEM NUMBER: #8

MEETING/AGENDA: ACTION XX NONE

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

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

BACKGROUND:

Attached please find a copy of the 2012 Montgomery Township Municipal Sewer Authority Budget for your consideration. The MTMSA approved this budget at their regular meeting on November 16, 2011.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider approval of the MTMSA 2012 Budget.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve/deny the Montgomery Township Sewer Authority Budget for the fiscal year 2012 for the period from January 1, 2012 to December 31, 2012.

MOTION: _____

SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP MUNICIPAL SEWER AUTHORITY 2012 DRAFT OPERATING BUDGET

Overview

The Sewer Authority distinguishes between operating and non-operating revenues and expenses. Operating revenues and expenses consist of charges for services and the costs of providing those services, including depreciation and excluding interest expense. All other revenues and expenses are reported as non-operating.

Municipal Authorities do not use “fund accounting” and there are no funds transfers as you might see in the Township’s financial statements. Likewise, there is no provision in the Municipal Authorities Act to restrict funds for special purposes except by bond indentures. There is cash in a checking account and there is cash in an investment account. There is nothing defining what amount should be in each account. The Authority can designate funds to set aside for capital projects and accounting subsidiary records can be maintained on the subject, but the auditor does not recognize the designation for financial statement purposes.

The financial statements are presented in accordance with Generally Accepted Accounting Procedures. The operating budget is presented in the same manner as Net Operating results are presented in the financial statements. See attached page 8 of the Authority’s 2010 Audited Financial Statements.

Receipts and Disbursements

MTMSA deposits all cash receipts to the bank into one account-the Revenue Account- in accordance with the bond trust indenture. MTMSA also has an investment account where funds may be transferred to and from the Revenue Account based on available interest rates for each. The investment policy is based on the requirements of the Municipal Authorities Act and a policy approved by the Board of the Authority.

All bills received (since the prior Board meeting) are considered for payment at the next Board meeting. The Authority uses a cash basis of accounting during the year and an accrual basis of accounting for financial statement purposes. That means there are no accruals during the course of the year, only at year end.

MTMSA only pays bills once per month, when checks are signed by Board members at public Board meetings. Expenses are updated after checks are printed (on the day of the meeting).

During the course of the year, this is a cash business.

**MONTGOMERY TOWNSHIP MUNICIPAL SEWER AUTHORITY
DRAFT OPERATING BUDGET 2012**

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	ADJUSTED RUN RATE	DRAFT BUDGET 10% INCR 2012
	2006	2007	2008	2009	2010	2011	2011	
OPERATING REVENUES:								
SEWER RENTALS	4,862,108	4,875,643	4,875,915	4,758,547	4,806,019	4,960,000	4,860,000	5,346,000
PENALTIES & INTEREST ON BILLINGS	44,481	41,020	47,530	53,718	53,946	40,000	50,000	50,000
CERTIFICATIONS AND SERVICE FEES	15,136	17,117	12,616	12,368	12,434	14,000	12,000	14,000
MISCELLANEOUS INCOME	3,463	12,940	3,521	1,144	172,233	5,000	8,000	5,000
HONEYDIPPER INCOME	<u>311,768</u>	<u>188,805</u>	<u>125,248</u>	<u>150,180</u>	<u>116,955</u>	<u>150,000</u>	<u>180,000</u>	<u>180,000</u>
TOTAL REVENUES	5,236,956	5,135,525	5,064,830	4,975,957	5,161,587	5,169,000	5,110,000	5,595,000
ADMINISTRATIVE EXPENSES:								
SALARIES, WAGES AND BENEFITS	178,776	190,913	201,199	208,100	207,669	225,000	222,000	228,000
OFFICE SUPPLIES	4,180	5,681	4,544	4,287	6,442	10,000	6,500	10,000
AUDITING FEE	6,500	6,500	6,500	6,500	6,500	7,000	7,000	7,000
LEGAL SERVICES	29,987	55,036	28,189	27,316	46,668	40,000	50,000	50,000
TRUSTEE FEES	4,805	4,809	4,805	4,836	4,805	10,000	5,000	5,000
COMMUNICATIONS	10,555	19,190	18,839	17,677	24,760	30,000	23,000	25,000
INSURANCE	4,529	4,529	4,057	4,508	4,985	5,000	5,000	5,000
MISCELLANEOUS	16,706	<u>11,793</u>	<u>11,961</u>	<u>13,762</u>	<u>19,642</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>
TOTAL ADMINISTRATIVE EXPENSES	256,038	298,451	280,094	286,986	321,471	342,000	333,500	345,000
% OF TOTAL EXPENSES	5.8%	6.7%	6.2%	5.9%	6.3%	6.4%	6.2%	6.2%
OPERATING EXPENSES:								
SALARIES, WAGES AND BENEFITS	928,000	964,443	967,358	1,024,659	1,061,879	1,070,000	1,110,000	1,170,000
VEHICLES - FUEL AND MAINTENANCE	41,407	36,195	58,076	51,372	60,695	60,000	67,000	70,000
PROPERTY MAINTENANCE & REPAIRS	248,744	260,951	308,206	310,381	435,921	335,000	435,000	435,000
INSURANCE	83,841	83,677	75,298	78,336	75,605	95,000	74,500	85,000
UTILITIES	382,119	381,509	388,942	333,211	312,272	450,000	335,000	350,000
CHEMICALS AND LAB EXPENSE	120,014	117,171	105,507	126,068	156,760	220,000	210,000	220,000
SLUDGE DISPOSAL	198,235	206,697	170,563	210,144	158,000	235,000	225,000	225,000
MISCELLANEOUS SUPPLIES AND TOOLS	66,893	40,841	36,664	32,162	35,500	60,000	60,000	60,000
EQUIPMENT RENTAL	54,290	36,324	11,800	374	11,851	10,000	0	10,000
ENGINEERING EXPENSES	58,138	91,715	86,184	80,181	140,265	110,000	135,000	135,000
FINES	0	3,450	0	0	0	0	0	0
DEPRECIATION EXPENSE	<u>877,713</u>	<u>883,064</u>	<u>901,737</u>	<u>911,912</u>	<u>1,008,823</u>	<u>930,000</u>	<u>1,008,800</u>	<u>1,010,000</u>
TOTAL OPERATING EXPENSES	3,059,394	3,106,037	3,110,335	3,158,800	3,457,571	3,575,000	3,660,300	3,770,000
% OF TOTAL EXPENSES	69.4%	69.3%	68.6%	65.3%	67.2%	67.0%	67.7%	68.2%
SEWAGE TREATMENT FEES:								
HATFIELD	719,691	707,799	756,788	965,658	968,294	980,000	970,000	970,000
LOWER GWYNEDD	88,090	85,611	92,443	107,243	126,420	130,000	130,000	130,000
CHALFONT/NEW BRITAIN	28,925	29,581	31,177	30,138	35,726	37,000	37,000	37,000
LANSDALE BOROUGH	13,130	14,503	19,004	18,442	21,439	24,000	24,000	24,000
UPPER GWYNEDD TOWNSHIP	185,987	184,353	188,703	218,553	187,389	250,000	250,000	250,000
HATFIELD CAPACITY CHARGE	<u>55,305</u>	<u>55,304</u>	<u>55,304</u>	<u>51,900</u>	<u>24,248</u>	<u>0</u>	<u>0</u>	<u>0</u>
PAID TO OUTSIDE SEWER AUTHORITIES	1,091,128	1,077,151	1,143,419	1,391,934	1,363,516	1,421,000	1,411,000	1,411,000
AUTHORITIES FOR TREATMENT	24.8%	24.0%	25.2%	28.8%	26.5%	26.6%	26.1%	25.5%
TOTAL OPERATING EXPENSES	4,406,560	4,481,639	4,533,848	4,837,720	5,142,558	5,338,000	5,404,800	5,526,000
NET OPERATING INCOME	830,396	653,886	530,982	138,237	19,029	-169,000	-294,800	69,000

MONTGOMERY TOWNSHIP MUNICIPAL SEWER AUTHORITY**(A Component Unit of Montgomery Township, Pennsylvania)**

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS

Years Ended December 31, 2010 and 2009

	<u>2010</u>	<u>2009</u>
OPERATING REVENUES		
Charges for sewer services	\$ 4,806,019	\$ 4,758,547
Penalties and interest	53,946	53,718
Auxiliary waste charges	116,955	150,180
Certifications and service fees	12,434	12,368
PennDOT reimbursements	162,908	-
Miscellaneous	9,325	1,144
TOTAL OPERATING REVENUES	<u>5,161,587</u>	<u>4,975,957</u>
OPERATING EXPENSES		
Salaries, wages, payroll taxes and benefits	1,061,879	1,015,253
Administration	321,471	296,846
Maintenance, operations and contractual services	1,395,221	1,240,556
Lease rental and treatment charges	1,363,516	1,391,933
TOTAL OPERATING EXPENSES	<u>4,142,087</u>	<u>3,944,588</u>
OPERATING INCOME BEFORE DEPRECIATION	1,019,500	1,031,369
DEPRECIATION	<u>1,446,069</u>	<u>1,334,322</u>
OPERATING LOSS	<u>(426,569)</u>	<u>(302,953)</u>
NONOPERATING REVENUES (EXPENSES)		
Grant revenue	167,176	-
Rental income, net of expenses	(1,150)	9,570
Tapping fees	578,408	262,901
Investment income	16,122	146,497
Interest expense	(332,673)	(314,778)
Issuance cost amortization	(14,220)	(14,222)
TOTAL NONOPERATING REVENUES (EXPENSES)	<u>413,663</u>	<u>89,968</u>
CAPITAL CONTRIBUTIONS	<u>593,441</u>	<u>328,863</u>
CHANGE IN NET ASSETS	580,535	115,878
NET ASSETS AT BEGINNING OF YEAR	<u>38,792,650</u>	<u>38,676,772</u>
NET ASSETS AT END OF YEAR	<u>\$ 39,373,185</u>	<u>\$ 38,792,650</u>

See accompanying notes to the basic financial statements.

2012 Operating Budget Footnotes:

1. **Sewer Rentals**-Residential sewer rentals are billed on a calendar quarterly basis and there is no accrual necessary at year end. Commercial sewer rentals are also billed on a calendar quarterly basis but the February billing is accrued to the prior year. In the September Statement of Operations, two commercial billings and one residential billing have not been recorded. In the budget, the anticipated column represents my opinion on the end of the year figure. A sewer rental increase of 5% was approved for the 2011.
2. **Penalties & Interest on Billings**-Penalties are 10% of the outstanding balance for late payments. Historically this figure is about 10% of sewer revenues.
3. **Certifications and Service Fees**-Sewer Certifications are \$25.00 each for property transfers and nothing is charged for a verbal certification for a refinancing. The number of certification fees collected is entirely dependent on activity in the real estate market. Certification fees are recorded as income when received. Service fees are administrative fees charged to developers who have legal and engineering escrow accounts with activity. The fee is 3% on invoices paid by MTMSA on behalf of the developer and is applied on a twice yearly basis. The amount of fees collected is directly related to the amount of services (legal and engineering) provided to the developer. These are recorded as income in June and December.
4. **Miscellaneous Income**-These items represent payments for things like proceeds from the sale of scrap metal, sewer lateral inspection fees and vendor refunds and are recorded as income when received. Vendor refunds will be removed at year end and netted against corresponding operating expenses. This is a standard audit preparation procedure.
5. **Honeydipper Income**-This source of income is recorded as income when received. It is billed monthly based on hauler receipt records maintained by operations staff. The prices are based on competition and convenience. For example, if it is cheaper to take the septage to HTMA and the trip is quicker and the roads are better to get to HTMA, the haulers will go to HTMA. When conditions at the Eureka WWTP are good for accepting hauler receipts, the Superintendent lets the haulers know and thus increases the income. The work on Tanks T4C and T4D have limited the amount of hauler receipts for the last few years, but that work is complete and hauler receipts have resumed.
6. **Salaries, Wages and Benefits**-Administrative salaries and wages include the Manager, and one full-time and one half of a full time employee. There are 12 payments to the Manager each year, according to an existing agreement and there is no accrual at year end. The Manager receives no benefits. There are 26 payrolls each year (occasionally 27); they are recorded monthly and there may be a year-end accrual for a portion or all of a payroll. Additionally, there is a year-end accrual for earned time not taken. Employee increases are based on direction from the MTMSA Board. The benefits which include health insurance, life insurance, long-term disability insurance and dental insurance are negotiated by the Township and billed to the Authority on a calendar quarterly basis. Also recorded when each payroll is recorded are the FICA and Medicare withholdings and expense and the deposits to the employee deferred compensation plan.

7. **Office Supplies**-This expense includes printing of sewer bills, purchase, repair and maintenance of office equipment, stationery, paper, pencils and erasers. Bills are paid when received and usually represent purchases from the prior month. In addition to supplies actually purchased by MTMSA staff, the Township bills quarterly for a portion of their total office supplies expense, which varies. The Township part is paid when billed and there is usually an accrual at year end.
8. **Auditing Fee**-The Township's Auditor does the audit for the Authority (and the Fire Company) and the original fee negotiated by the Township has not been increased since 2005. This is billed and paid on an annual basis and there is no accrual at year end. There may be an extra charge in 2012 for an additional audit of the H2O grant received in 2010 and 2011.
9. **Legal Services**-Billings from the Solicitor and special counsel are paid monthly and are accrued at year end. Legal work done on behalf of developers is not included as an expense, but rather recorded in a balance sheet account titled "Escrow Accounts-Developers" and billed to the developers twice yearly. Billings from the Solicitor depend on staff requests, Board requests, attendance and preparation for meetings, and litigation.
10. **Trustee fees**- These are a Fiscal Agent Fee of \$2500 plus out-of-pocket expenses paid to Bank of New York-Mellon for the defeased bond issue and to U.S. Trust, the successor to Wachovia Bank for the currently outstanding bonds. The annual fee for U. S. Trust is \$2,000 plus expenses for providing trustee and paying agent duties.
11. **Communications**-This includes data processing services (to maintain the accounting and billing systems), telephone, postage and advertising. Advertising, data processing services and postage are paid when billed and accrued at year end if necessary. In addition, like office supplies, the Township bills MTMSA on a quarterly basis for a portion of the Township's total expenses (even including the cost of cable) which varies. The Township part is paid when billed and there is usually an accrual at year end. Advertising for bidding capital projects and public meetings are included in this category.
12. **Insurance**-Public officials liability insurance is paid once per year and accrued at year end if necessary. This insurance covers all employees, the Board members and the Manager. The cost is relatively stable because of the good claims history
13. **Miscellaneous**-The annual payment to the North Wales Water Authority for water usage records (\$8,400), mileage and other reimbursements for out of pocket expenses, PMAA dues and Board member meeting fees are recorded here.
14. **Salaries, Wages and Benefits**-Salaries and wages include the Superintendent, nine full-time employees and one half of a full time employee. There are 26 regular payrolls each year (occasionally 27) and one extra payroll for compensating time in excess of 40 hours owed to salaried employees. These are recorded monthly and there may be a year-end accrual for a portion or all of a payroll. Additionally, there is a year-end accrual for earned time not taken. Employee increases are based on direction of the MTMSA Board. The benefits include health insurance, life insurance, long-term disability insurance and dental insurance. The benefits are negotiated by the Township and billed to the Authority on a calendar quarterly basis. Also recorded when each payroll is recorded are the FICA and Medicare withholdings and expense and the deposits to the employee deferred compensation

plan. Per Board direction, wages are increased by 3%. Per the Township Finance Director, benefits are increased by 10%.

15. **Vehicles Fuel and Maintenance**-MTMSA has vehicles and heavy equipment that is fueled and maintained. Vehicle maintenance includes regular vehicle inspections and these seem mostly to be due near year end. Each vehicle is maintained by whichever vendor the staff thinks does the best job on that particular vehicle. Bills are paid when received. Fuel is mostly purchased from the Township for on-road vehicles. This is billed by the Township quarterly and paid when the bill is received. Small purchases of fuel for heavy equipment and generators is purchased directly and paid as billed, on a monthly basis. Both of these categories may require year end accruals.
16. **Property Maintenance and Repairs**-This includes all expenses for parts and services required to maintain all facilities that do not fit the Accounting definition of Capital Expense. A capital expense is a cash outflow that exceeds a certain preset amount (\$10,000 in MTMSA's case) and has an estimated useful life in excess of one year. For example, maintenance on the Eureka power substation may exceed \$10,000 per year, but it must be redone each year. This and its counterpart, **Miscellaneous Supplies and Tools**, are by far the largest expense that is manageable by staff. The Superintendent is responsible for property maintenance and repairs and is authorized to incur such expenses to a limit of \$4,000 each. Above that amount, the Manager can concur on expenses to a limit of \$10,000 each. Above that amount, Board approval is required. These bills are paid when received, usually monthly, and there are accruals at year end.
17. **Insurance**-Property, liability and workman's compensation are paid on an annual basis, are recorded here and usually a year end accrual is not required. Pollution insurance is a three year policy and is recorded as a prepaid expense until it is transferred to expense in the year of coverage. For the last few years, the Authority has received refunds of insurance premiums based on claims records.
18. **Utilities**-The most substantial utility expense is electricity. This averages about \$25,000 per month. The other utilities are cable, phone, SCADA modems, and total the balance of the estimate of \$325,000 per year. All of these bills are paid when received. There is always a year end accrual.
19. **Chemicals and Lab Expense**-Three chemicals are primarily used at Eureka: ferrous sulfate (for settling) chlorine (for disinfecting) and soda ash (for pH control). The cost of ferrous sulfate doubled in the past year. These are usually billed on a monthly basis and paid when billed. Lab expense includes supplies for the lab at Eureka as well as the cost of outside lab testing. There are usually accruals at year end.
20. **Sludge disposal**- Most of Eureka's sludge is trucked to HTMA and some of Eureka's sludge is trucked to Valley Forge Sewer Treatment Plant. The bill is based on gallonage. These expenses are billed monthly and paid when billed. There are usually accruals at year end. Sludge disposal was low in 2010 and the first half of 2011 because the plant was operated at 50% capacity.
21. **Equipment Rental**-Occasionally equipment is rented for jobs when purchase of the equipment is not economically feasible. Such expenses are billed monthly and paid when billed.
22. **Engineering expenses**-These are expenses that are not capital expenses and not done on behalf of developers for engineering services authorized by the Manager, the

Superintendent and/or the Board of MTMSA. These expenses are billed monthly and paid when billed.

23. **Depreciation Expense** is the cost of capital assets allocated to each year during the estimated useful life of the asset. Different assets have different useful lives and there are accounting subsidiary records maintained for all fixed (capital) assets. The annual expense is determined by the accounting records and is audited each year. One half of the expense is recorded in each half calendar year. The last accounting reconciles the estimate to the actual depreciation in the accounting subsidiary records.

24. **Sewage Treatment Fees-**

- (1) HTMA-This quarterly fee is based on flow and load times total operating expenses of HTMA, less a credit for sludge income. It is based on an Intergovernmental Agreement that was negotiated in the 1960's. The flow and load are now subject to MTMSA's scrutiny as a result of installation of the Walnut Street meter pit. It is paid when billed, but often the bill is received more than two months after the end of the calendar quarter. The first quarter invoice was not paid in accordance with Board direction and the second quarterly invoice has not yet been received. There is always an accrual at year end.
- (2) Lower Gwynedd-This quarterly fee is based on $\frac{1}{4}$ of the total flow of the prior year and is paid when received. Flow is measured by two meter pits, one for the industrial park on the west side of Route 309 and the other for the Gwynedd Crossing Shopping Center and the movie theater. There is no year-end accrual. This is also based on an Intergovernmental Agreement and Lower Gwynedd does not even have to notify MTMSA when it changes its rates. There is some disagreement on the measured flows, but not enough to legitimize legal proceedings.
- (3) Chalfont/New Britain-This quarterly billing is based on water usage of customers whose sewage flows thataway. This is subject to an Intergovernmental Agreement and Chalfont/New Britain notifies us of their frequent rate increase because MTMSA is required to calculate the payment due to them. There is always an accrual at year end. The draft budget estimate is based on four times the most recent billing.
- (4) Upper Gwynedd Township- This quarterly billing is based on the number of residential customers at a fixed rate and the water usage of the commercial customers, mostly located in Montgomery Commons Shopping Center. MTMSA sends quarterly water usage information to Upper Gwynedd and they in turn bill MTMSA. Upper Gwynedd has no notification requirements when they increase their rates, and there is usually an accrual at year end. The draft 2011 budget includes this payment at four times the most recent bill.
- (5) Hatfield Capacity Charge- This was retired in 2010.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization Proposed Ordinance #11-253 Montgomery Township Sewer Authority Rate Increase

MEETING DATE: December 12, 2011

ITEM NUMBER: #9

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Shannon Q. Drosnock
Finance Director

BOARD LIAISON: Robert J. Birch, Chairman

BACKGROUND:

In conjunction with the Montgomery Township Municipal Authority's Proposed Budget for 2012, the Authority has proposed a 10% increase in the Sewer Rental charges for all residential and non residential uses and customers in the Township. The increase would raise the quarterly charges as follows:

Sewer Rental Charge	From	To
Fixed Service Charge /EDU	\$79.63	\$87.59
Usage Charge / 1000 gallons	\$2.58	\$ 2.84
Non Metered Residential Flat Rate/QTR	\$121.50	\$133.98

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The rate increase will increase 2012 sewer rental revenues to the MTMSA by approximately \$486,000. The rate increase will increase the average residential user by \$47.44/year.

RECOMMENDATION:

Authorize advertisement of proposed Ordinance #11-253 to increase the Sewer Rental Charges for all residential and non-residential by 10% effective 1/1/2012.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the advertisement of Proposed Ordinance #11-253 to increase the Sewer Rental Charges for all residential and non-residential users and customers by 10% effective 1/1/2012 with the proposed ordinance to be scheduled for consideration by the Board of Supervisors at its meeting on January 3, 2012.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

MINUTES
Montgomery Township Municipal Sewer Authority
Regular Meeting
October 19, 2011

Chairman John Crowe called the meeting to order at 7:00 P.M. at the Eureka Wastewater Treatment Plant. Members present were Patti Myers, Gary Christensen, Sam Dugan and Henry Miniscalco. Others present were: Engineer Tom Zarko, Solicitor Richard Watt and Manager Beverly Brown.

Visitors/ Public Comments/Other

There were no visitors or public comments.

Chairman's Agenda

Mr. Crowe reported that he is disappointed with the lack of progress being made with Hatfield Township Municipal Authority concerning the resolution of the metering discrepancies. There is a meeting with HTMA Staff scheduled for Thursday, October 27, 2011 to review the status of further investigative work based on commitments made at the last meeting. Mr. Zarko described the activities accomplished by the MTMSA since the last meeting, including flow diversion, recalculations, data review, and correspondence. Mr. Zarko noted that he has determined that there is a potential problem with the way that the HTMA flow meter has been calculating flow, based upon spreadsheet information recently provided by HTMA Staff. Mr. Crowe added that he is frustrated with HTMA's lack of cooperation. Mr. Dugan suggested that until HTMA cooperates, we should just continue to recalculate the quarterly operating expenses based upon the MTMSA Walnut Street meter and only pay the remittance based on that recalculation. Mr. Watt advised that Mr. Zarko should continue monitoring the situation and communicating with HTMA and Mr. Zarko replied that he will do so. Mr. Watt explained that this constant communication will help to protect MTMSA in the future.

Mr. Crowe asked about the status of the PADEP ban on connections to the Eureka WWTP. Mr. Zarko responded that the PADEP has advised that the MTMSA will be required to prepare a corrective action plan that documents that MTMSA is reducing infiltration/inflow to the plant. A meeting with PADEP has been scheduled for October 28 at which time we will learn what PADEP is requesting with regard to lifting the ban on connections. Mr. Watt noted that perhaps a relatively small amount of effort will be required to convince PADEP to initially release connections and therefore, the upcoming meeting may be worthwhile. Mr. Zarko described the types of projects that are in progress for the purpose of reducing infiltration/flow. Mr. Zarko noted that five of the SSO's reported in 2010 had to do with line blockages, three of the SSO's were in the Hatfield basin rather than the Eureka basin and a few occurred when the Eureka plant was operating at half capacity for repair purposes. This information, combined with data documenting reductions in infiltration/inflow, will be discussed with the PADEP on October 28, 2011.

Maintenance Report

Mr. Fealy reviewed the highlights of the Maintenance Report dated October 19, 2011, a copy of which is attached.

Mr. Fealy reported that the PADEP inspected the Eureka WWTP site and the inspection report includes a significant number of errors, so it will not be signed until the errors have been corrected.

Mr. Crowe asked if it is time to apply political pressure on PADEP. Mr. Dugan responded that political pressure has not helped in the past.

Engineer's Report

Mr. Zarko presented highlights of the Engineer's Report dated October 13, 2011, a copy of which is attached.

Mr. Zarko reported the progress on the private lateral inspection programs at Gwynedd Lea (completed) and Park Creek I (started).

Mr. Zarko reviewed the bid results for a new Inflow/Infiltration Project in Basins A&B and recommended approval of the low bid in the amount of \$124,725 to Wexcon, Inc. of Mohrsville, PA. Mr. Zarko reviewed the scope of work included in the project. By motion of Mr. Dugan, second by Mr. Christensen, the Authority approved acceptance of the low bid as recommended.

Solicitor's Report

Mr. Watt reviewed the highlights of the Solicitor's agenda dated October 19, 2011, a copy of which is attached.

Mr. Watt reported that there was no activity on the Selective Development project.

Mr. Watt reported that there has been a change in the configuration of the Montgomery Walk development, Phases II B & C and he is working on a revised easement to accommodate the change.

Mr. Watt reported that he has ordered a title search to resolve the easement issue for the Villa Glen Interceptor.

Mr. Watt reminded the Authority that a PennDOT Master Casting Agreement was approved at the September Authority meeting. He asked the Authority to sign the resolution that was approved in September.

Approval of Minutes

By motion of Mr. Dugan, second by Mr. Miniscalco, the Authority approved the minutes of September 21, 2011.

Approval of Bills

By motion of Mr. Dugan, second by Mr. Miniscalco, the Authority approved the bills listed in the Expenditure Register of October 19, 2011 and ratified the September 2011 payroll summary. Copies of these are attached.

Manager's Report

Ms. Brown reviewed the highlights of the Manager's Report dated October 19, 2011, a copy of

Ms. Brown directed attention to the Financial Statements paragraph in the Manager's Report and asked if there were questions about the Manager's Report, the Financial Statements or the Investment Summary. There were no questions.

Adjournment

Respectfully submitted,

Attachments: Maintenance Report dated October 19, 2011
CKS Engineers Report dated October 13, 2011
Solicitor's Agenda dated October 19, 2011
Expenditures Register dated October 19, 2011
September 2011 Payroll Summary
Manager's Report dated October 19, 2011

KERNS,
PEARLSTINE, ONORATO
& HLADIK, LLP

ATTORNEYS AT LAW

Robert J. Kerns
Neal R. Pearlstine **
David C. Onorato **
Stephen M. Hladik *
Kristen Zollers Fath ***
Richard S. Watt
Joanna M. Cruz
Andrea Hudak Duffy
Krista L. Klett
Valerie J. Heppel *

Of Counsel
John C. Rafferty, Jr.
Kevin J. Conrad *

December 8, 2011

* Also Admitted to FL Bar
** Also Admitted to CA Bar
• Also Admitted to NJ Bar
▪ Also Admitted to GA Bar
♦ LL.M. in Taxation

PLEASE REPLY TO:
P.O. Box 1489
North Wales, PA 19454-1489

VIA EMAIL & FIRST-CLASS MAIL

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

VIA EMAIL & FIRST-CLASS MAIL

Beverly Brown, Manager
Montgomery Township Municipal
Sewer Authority
1001 Stump Road
Montgomeryville, PA 18936

Re: MTMSA – Sewer Rentals

Dear Larry & Bev:

Enclosed please find a form of Ordinance, the purpose of which is to adjust sewer rates in the Township. It is my understanding that this Ordinance will be considered for advertising by the Township Supervisors at their December meeting, following which the Ordinance will be advertised for passage in January.

If you have any questions or comments, kindly advise.

Sincerely,



RICHARD S. WATT

RSW:mjj

Enclosure

**MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE CODE OF
MONTGOMERY TOWNSHIP, CHAPTER 187 – SEWERS
(SEWER USE ORDINANCE 97-75 ENACTED JUNE 2, 1997,
AS AMENDED), ARTICLE XIV, SECTION 187-78,
INCREASING SEWER RENTAL CHARGES FOR ALL
RESIDENTIAL AND NON-RESIDENTIAL USERS AND
CUSTOMERS IN THE TOWNSHIP OF MONTGOMERY**

IT IS HEREBY ENACTED AND ORDAINED By the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, as follows:

**Section I. AMENDMENT TO THE CODE AND TO SEWER USE
ORDINANCE 97-75 ENACTED JUNE 2, 1997, AS AMENDED.**

Chapter 187 (Sewers) of the Code of the Township of Montgomery, Pennsylvania, Article XIV, Section 187-78, Sewer Rental Charges, is hereby revised to read as follows:

Section 187-78 – Sewer Rental Charges:

Charges are per quarter for all residential and non-residential (commercial and industrial) users and customers as follows:

A. There shall be a fixed service charge per EDU of \$87.59. A residential EDU shall include any single-family dwelling, each family unit of a multi-family dwelling (apartment, condominium, twin, townhouse), and a mobile home. For all non-residential users and customers, one EDU shall equal up to and including 15,000 gallons of metered water consumption per quarter, and any fraction thereof shall be charged as an additional EDU.

B. There shall be a usage charge per 1,000 gallons, or any fraction thereof, of water consumed by all users and customers of \$2.84

C. For residential customers and users not having a metered water supply, there shall be a flat charge of \$133.98.

D. There shall be a charge of \$25.00 for any Sewer Certification given by the Authority.

SECTION II. EFFECTIVE DATE

This Ordinance shall take effect and be in force from and after the date of its approval as required by law, and the Sewer Rental Charges adopted herein shall commence and be effective on January 1, 2012 for the first quarterly sewer billings for 2012 and for each quarterly billing thereafter. A quarterly billing shall be based upon the customer's water usage for the prior quarter.

SECTION III. CONFLICT

All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION IV. AMENDMENTS

The Township reserves the right to amend this Ordinance and to change and adopt new Rental Charges hereafter.

ORDAINED AND ENACTED this _____ day of _____, 20____.

**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Chairman

By: _____
Secretary

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Montgomery Township Municipal Sewer Authority 2011 Tapping Fee Agreements

MEETING DATE: December 12, 2011

ITEM NUMBER: #10

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:

Please see attached memo containing the Montgomery Township Municipal Sewer Authorities Tapping Fee Agreements from Beverly Brown, Montgomery Township Sewer Authority Manager.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider approval of the Sewer Authority's Tapping Fee Agreements for 2011.

MOTION/RESOLUTION:

See attached Resolution.

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 #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we have reviewed the following Montgomery Township Municipal Sewer Authority Agreements: Tapping Fee & Development Agreements:

Montgomery Pointe, Phase IIA
1232 Welsh Road
Staybridge Hotel

14 EDU's
8 EDU's
53 EDU's

Eureka Basin
Eureka Basin
Eureka Basin

MOTION BY:

SECOND BY:

VOTE:

DATE: December 12, 2011

cc: Minute Book, Resolution File

**TOWNSHIP MUNICIPAL SEWER AUTHORITY**

1001 STUMP ROAD, MONTGOMERYVILLE, PA 18936-9605

TELEPHONE (215) 393-6930
FAX (215) 362-8711

Date: December 8, 2011

To: Montgomery Township Board of Supervisors
Larry Gegan, Township Manager

From: Beverly Brown *B2*
Manager
Montgomery Township Municipal Sewer Authority

Subject: Tapping Fee Agreements approved in 2011

Shown below are the Tapping Fee and Development Agreements approved by the Board of the Authority during 2011:

Montgomery Pointe, Phase IIA	14 EDU's	Eureka Basin
1232 Welsh Road	8 EDU's	Eureka Basin
Staybridge Hotel	53 EDU's	Eureka Basin

If any of you care to review the Tapping Fee and Development Agreements, just let me know and I will forward a copy.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Adoption of Montgomery Township 2012 Final Budget

MEETING DATE: December 12, 2012

ITEM NUMBER: # //

MEETING/AGENDA: Action

ACTION XX

NONE

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

INITIATED BY: Shannon Q. Drosnock
Finance Director

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

BACKGROUND:

The Proposed Budget for 2011 was presented to the Board of Supervisors in early October 2011. The Board held four public workshop meetings on the budget in October/early November 2011 and approved the Preliminary Budget on November 14, 2011. The proposed budget was advertised on November 18, 2011 for consideration for final adoption at the Board Meeting on December 14, 2011. A brief presentation on the proposed Final Budget will be made at the December 12th. Please see the attached presentation and budget summary documents.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

The deadline for adoption of the Final Budget is December 31, 2011. For any revisions to the proposed final budget, **if the estimated revenues or expenses in the final budget are increased more than ten percent in the aggregate or more than twenty-five percent in any major category over the proposed budget**, the budget may not be legally adopted with those increases unless it is again advertised once, the same as the original proposed budget, and an opportunity (twenty days) given to taxpayers to examine the proposed amended budget. This would result in delay of adoption of the Final Budget until January 2012 and possible loss of authority to spend money in the new year until a budget is adopted.

BUDGET IMPACT:

Adopts entire Budget for 2012.

RECOMMENDATION:

Adoption of Final 2012 Montgomery Township Budget.

MOTION/RESOLUTION:

There are four (4) separate Resolutions to approve the 2012 Budget. Please see attached four (4) sheets for these Resolutions.

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

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that the 2012 Montgomery Township Budget be adopted as presented on November 14, 2011 and as advertised on November 18, 2011 and as described in the attached summary.

MOTION BY:

SECOND BY:

VOTE:

DATE: December 12, 2011

cc: L. Gregan, S. Drosnock, Minute Book, Resolution File

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby establish the following street light assessments for 2012:

DISTRICT	ASSESSMENT PER EACH PROPERTY BENEFITTED (DWELLING UNIT)
District 1	\$40.00
District 2	\$40.00
District 3	\$40.00
District 4	\$10.00
District 5	\$.40 per front foot

MOTION BY:

SECOND BY:

VOTE:

DATE:

December 12, 2011

cc:

L. Gregan, S. Drosnock, P. Gallagher, Minute Book, Resolution File

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that the 2012 Tax Levy Resolution of Montgomery Township be adopted as follows:

General Fund	.89 mills
Debt Service	.24 mills
Fire Protection	.17 mills
Park & Recreation	<u>.19 mills</u>
Total	1.49 mills

BE IT FURTHER RESOLVED by the Board of Supervisors of Montgomery Township that Montgomery Township establishes the Homestead Exclusion amount for the year 2012 at \$30,000, to be applicable to residential properties that are owner occupied and have been approved by the Montgomery county Board of Assessments.

MOTION BY:

SECOND BY:

VOTE:

DATE: December 12, 2011

cc: L. Grogan, S. Drosnock, P. Gallagher, Minute Book, Resolution File

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the following maximum departmental salary/wage increases for 2012 with the adoption of the 2012 Budget:

Administration	Maximum of \$15,600
Finance	Maximum of \$12,100
Police (Uniformed)	Per Collective Bargaining Agreement
Police (Command)	Per Act 204 of 1984
Police (Non-Uniformed)	Maximum of \$11,900
Planning	Maximum of \$9,500
Public Works	Maximum of \$30,700
Fire	Maximum of \$11,100
Park & Recreation	Maximum of \$3,800

MOTION BY:

SECOND BY:

VOTE:

DATE:

December 12, 2011

cc:

L. Gegan, A. Shade, M. Swiggard, K. Costello, R. Lesniak, B. Shoupe, R. Brady,
S. Bendig, Minute Book, Resolution File

MONTGOMERY TOWNSHIP						
2012 PROPOSED PRELIMINARY BUDGET						
12/13/2012						
Fund-Dept	2010 Actual	2011 Budget	2011 Projected	2012 Budget	2011-2012% % Change	
FUND 01 GENERAL FUND						
REVENUES						
Subtotal Real Estate Taxes	1,568,738.62	1,575,600.00	1,524,914.49	1,555,700.00	-1.26%	
Subtotal Earned Income Taxes	3,897,325.23	3,770,000.00	3,875,801.72	3,800,000.00	0.80%	
Subtotal Local Enabling Taxes	3,486,861.89	3,763,000.00	4,005,292.09	3,924,000.00	4.28%	
Subtotal Permits	521,583.67	520,700.00	651,199.83	556,000.00	6.78%	
Subtotal Licenses	525,228.83	503,300.00	551,711.70	541,300.00	7.55%	
Subtotal Fines	135,189.67	127,000.00	177,304.02	127,000.00	0.00%	
Subtotal Interest	19,817.39	25,000.00	14,628.99	34,000.00	36.00%	
Subtotal Rent	0.00	0.00	0.00	0.00	NA	
Subtotal Grants	474,222.73	411,000.00	676,010.57	411,000.00	0.00%	
Subtotal Departmental Fees	75,887.16	78,875.00	62,757.39	78,875.00	0.00%	
Subtotal Other Financing Sources	68,285.29	55,000.00	88,120.90	78,000.00	41.82%	
Subtotal Interfund Transfers	320,810.53	402,540.00	443,475.45	375,810.00	-6.64%	
Total General Fund Revenues	11,093,951.01	11,232,015.00	12,071,000.00	11,481,685.00	2.22%	
EXPENDITURES						
Subtotal Administration	1,069,651.06	1,194,954.00	1,053,628.64	1,298,735.00	8.68%	
Subtotal Tax Collection	196,937.17	209,150.00	203,774.74	208,075.00	-0.51%	
Subtotal Benefits and Insurance	15,300.00	38,650.00	0.00	0.00	NA	
Subtotal Finance	594,136.66	582,000.00	560,765.67	554,525.00	-4.72%	
Subtotal Police	5,127,714.76	5,296,883.00	5,233,326.01	5,473,115.00	3.33%	
Subtotal Police Vehicles	242,386.84	288,437.00	335,629.92	207,150.00	-28.18%	
Subtotal Fire Protection	87,929.98	83,963.00	93,384.23	84,795.00	0.99%	
Subtotal Planning & Zoning	644,266.20	696,270.00	731,209.34	785,495.00	12.81%	
Subtotal Emergency and VMSC	3,056.45	4,872.00	2,638.22	9,300.00	90.89%	
Subtotal Public Works - General	1,709,851.64	1,860,272.00	1,769,710.37	1,852,215.00	-0.43%	
Subtotal Snow Removal	103,156.80	89,000.00	69,556.43	113,150.00	27.13%	
Subtotal Public Works - Traffic Lights	38,122.12	94,832.00	44,903.57	100,095.00	5.55%	
Subtotal Public Works - Street Lighting	14,833.55	20,200.00	14,522.67	20,200.00	0.00%	
Subtotal Public Works - Repair	20,191.75	27,000.00	22,146.59	27,000.00	0.00%	
Subtotal Interfund Transfers	985,082.66	665,100.00	648,501.51	711,450.00	6.97%	
Total Expenditures General Fund	10,852,617.64	11,151,650.00	10,784,000.00	11,445,300.00	2.63%	
TOTAL SURPLUS/DEFICIT GENERAL FUND	241,333.37	80,365.00	1,287,000.00	36,385.00	-54.73%	

MONTGOMERY TOWNSHIP
2012 PROPOSED PRELIMINARY BUDGET

12/13/2012

Fund-Dept	2010 Actual	2011 Budget	2011 Projected	2012 Budget	2011-2012% % Change
FUND 04 DEPARTMENT OF FIRE SERVICES					
Revenue subtotal	685,796.80	710,810.00	684,000.00	913,670.00	33.23%
Expenditure Subtotal	656,244.20	834,413.00	788,926.00	876,755.00	33.60%
TOTAL SURPLUS/DEFICIT FIRE PROTECTION	29,552.60	(123,603.00)	(104,926.00)	36,915.00	24.91%
FUND 05 PARKS AND RECREATION					
Revenue Subtotal	574,845.53	788,300.00	747,368.18	745,345.00	29.66%
Expenditure Subtotal	523,734.62	768,300.00	634,370.19	744,545.00	42.16%
TOTAL SURPLUS/DEFICIT FUND 05: PARKS AND R	51,110.91	20,000.00	112,997.99	800.00	-98.43%
FUND 06 BASIN MAINTENANCE:					
Revenue Subtotal	1,306.21	2,000.00	835.12	2,000.00	53.11%
Expenditure Subtotal	70,702.28	61,300.00	48,546.54	70,300.00	-0.57%
TOTAL SURPLUS/DEFICIT FUND 06: BASIN MAINT	(69,396.07)	(59,300.00)	(47,711.42)	(68,300.00)	-1.58%
FUND 07 STREET LIGHTS:					
Revenue Subtotal	133,221.11	133,000.00	132,780.35	135,030.00	1.36%
Expenditure Subtotal	109,412.91	125,010.00	134,742.16	135,030.00	23.41%
TOTAL SURPLUS/DEFICIT FUND 07: STREET LIGH	23,808.20	7,990.00	(1,961.81)	0.00	NA
FUND 19: CAPITAL PROJECTS					
Subtotal Revenue Fund 19	20,977.44	73,101.80	73,102.80	0.00	NA
Subtotal Fund 19 Expenses	0.00	73,101.80	73,101.80	0.00	NA
TOTAL SURPLUS/DEFICIT FUND 19: CAPITAL PRO	20,977.44	0.00	1.00	0.00	NA
FUND 23: DEBT SERVICE					
Subtotal Fund 23 Revenue	487,358.73	510,802.00	497,115.00	511,300.00	4.91%
Subtotal Expenditures Fund 23	384,302.78	388,795.00	378,010.76	479,775.00	24.84%
TOTAL SURPLUS/DEFICIT FUND 23: DEBT SERVIC	103,055.95	122,007.00	119,104.24	31,525.00	-69.41%
FUND 30: CAPITAL RESERVE FUND					
Subtotal Revenue Capital Reserve Fund	1,019,787.97	95,033.04	86,545.50	386,300.00	-62.12%
Subtotal Expenditures Capital Reserve Fund	953,800.05	1,725,060.00	1,232,627.99	1,931,060.00	102.46%
TOTAL SURPLUS/DEFICIT FUND 30 CAPITAL RESE	65,987.92	(1,630,026.96)	(1,146,082.49)	(1,544,760.00)	-2440.97%
FUND 31: PARK DEVELOPMENT FUND					
Subtotal Revenue Park Development Fund	25,359.52	1,000.00	131,124.72	39,000.00	53.79%
Subtotal Expenditures Park Development Fund	0.00	73,101.80	73,102.80	0.00	NA
TOTAL SURPLUS/DEFICIT FUND 31 PARK DEVELO	25,359.52	(72,101.80)	58,021.92	39,000.00	53.79%

MONTGOMERY TOWNSHIP						
2012 PROPOSED PRELIMINARY BUDGET						
12/13/2012						
Fund-Dept	2010 Actual	2011 Budget	2011 Projected	2012 Budget	2011-2012 % Change	
FUND 35: LIQUID FUELS						
Subtotal Liquid Fuels	434,189.50	433,000.00	442,875.67	458,700.00	5.65%	
Subtotal Liquid Fuels Expenditures	750,196.45	907,730.00	859,996.75	458,700.00	-38.86%	
TOTAL SURPLUS/DEFICIT FUND 35 LIQUID FUELS	(316,006.95)	(474,730.00)	(417,121.08)	0.00	NA	
FUND 50: FIRE RELIEF						
Subtotal Fire Relief Revenue	255,535.74	255,535.00	414,125.20	414,125.20	62.06%	
Subtotal Fire Relief Expenditures	255,535.74	255,535.00	414,125.20	414,125.20	62.06%	
TOTAL SURPLUS/DEFICIT FUND 50 FIRE RELIEF	0.00	0.00	0.00	0.00	NA	
FUND 60: POLICE PENSION						
Subtotal Police Pension Revenues	1,611,372.42	432,500.00	939,135.67	611,200.00	-62.07%	
Subtotal Police Pension Expenditures	920,126.18	2,226,192.72	464,838.47	611,200.00	-33.57%	
TOTAL SURPLUS/DEFICIT FUND 60 POLICE PENSION	691,246.24	(1,793,692.72)	474,297.20	0.00	NA	
FUND 65: DEFINED CONTRIBUTION						
Subtotal Defined Contribution Revenue	620,218.47	237,500.00	406,189.70	229,700.00	-62.96%	
Subtotal Defined Contribution Expenditure	635,905.97	237,500.00	269,313.17	233,000.00	-63.36%	
TOTAL SURPLUS/DEFICIT FUND 65 DEFINED CONTRIBUTION	(15,687.50)	0.00	136,876.53	(3,300.00)	-78.96%	
FUND 66: DEFERRED COMPENSATION						
Subtotal Deferred Compensation Revenue	531,821.10	266,625.00	303,400.13	272,350.00	-48.79%	
Subtotal Deferred Compensation Expenditures	544,656.14	616,964.04	687,618.72	272,350.00	-50.00%	
TOTAL SURPLUS/DEFICIT FUND 66 DEFERRED COMPENSATION	(12,835.04)	(350,339.04)	(384,218.59)	0.00	NA	
FUND 91: ESCROW						
Subtotal Escrow Revenue	294,175.33	228,000.00	229,900.87	175,000.00	-40.51%	
Subtotal Escrow Expenditures	323,045.02	228,000.00	231,834.67	175,000.00	-45.83%	
TOTAL SURPLUS/DEFICIT FUND 91 ESCROW	(28,869.69)	0.00	(1,933.80)	0.00	NA	
FUND 92: POLICE DONATION						
Subtotal Police Donation Revenue	4,272.13	12,100.00	13,598.79	100.00	-97.66%	
Subtotal Police Donation Expenditures	1,711.15	24,000.00	25,202.50	0.00	NA	
TOTAL SURPLUS/DEFICIT FUND 92 POLICE DONATION	2,560.98	(11,900.00)	(11,603.71)	100.00	-96.10%	
FUND 93: ENVIRONMENT						
Subtotal Environment Revenue	62,782.83	78,600.00	89,551.19	63,000.00	0.35%	
Subtotal Environment Expenditures	43,569.16	43,750.00	40,115.74	49,750.00	14.19%	
TOTAL SURPLUS/DEFICIT FUND 93 ENVIRONMENT	19,213.67	34,850.00	49,435.45	13,250.00	-31.04%	


MONTGOMERY TOWNSHIP						
2012 PROPOSED PRELIMINARY BUDGET						
12/13/2012						
Fund-Dept	2010 Actual	2011 Budget	2011 Projected	2012 Budget	2011-2012% % Change	
FUND 94: REPLACEMENT TREE						
Subtotal Replacement Tree Revenue	25,502.05	3,000.00	5,713.58	4,000.00	-84.31%	
Subtotal Replacement Tree Expenditures	77,475.27	91,560.00	72,007.81	69,060.00	-10.86%	
TOTAL SURPLUS/DEFICIT FUND 94 REPLACEMENT	(51,973.22)	(88,560.00)	(66,294.23)	(65,060.00)	25.18%	
FUND 95: AUTUMN FESTIVAL						
Subtotal Autumn Festival Revenue	22,442.28	25,550.00	23,916.95	25,200.00	12.29%	
Subtotal Autumn Festival Expenditures	18,895.16	25,550.00	19,439.64	25,200.00	33.37%	
TOTAL SURPLUS/DEFICIT FUND 95 AUTUMN FEST	3,547.12	0.00	4,477.31	0.00	NA	
FUND 96: RESTORATION FUND:						
Subtotal Restoration Fund Revenue	237.10	250.00	136.74	150.00	-36.74%	
Subtotal Restoration Fund Expenditures	20,108.04	0.00	36,087.07	0.00	NA	
TOTAL SURPLUS/DEFICIT FUND 96 RESTORATION	(19,870.94)	250.00	(35,950.33)	150.00	-100.75%	
FUND 99: FIRE DEPARTMENT MONTGOMERY TOWNSHIP						
Subtotal Fire Department Montgomery Township	125,787.46	54,975.00	94,649.28	51,285.00	-59.23%	
Subtotal Fire Department Montgomery Township	117,223.60	54,975.00	99,932.53	51,285.00	-56.25%	
TOTAL SURPLUS/DEFICIT FUND 99 FIRE DEPARTM	8,563.86	0.00	(5,283.25)	0.00	NA	
Grand total profit/loss	(5,229.31)	(4,338,791.52)	19,124.93	(1,523,295.00)	1.24	
GRAND TOTAL REVENUES - ALL FUNDS	(673,031.68)	2,774,930.52	718,218.55	(2,700.00)	-99.60%	
GRAND TOTAL EXPENSES - ALL FUNDS	18,096,997.12	15,997,992.00	17,885,689.01	16,522,440.20	-8.70%	
TOTAL SURPLUS/DEFICIT ALL FUNDS	18,775,258.11	17,561,853.00	17,148,345.53	18,043,035.20	-3.90%	
	(678,260.99)	(1,563,861.00)	737,343.48	(1,520,595.00)	124.19%	

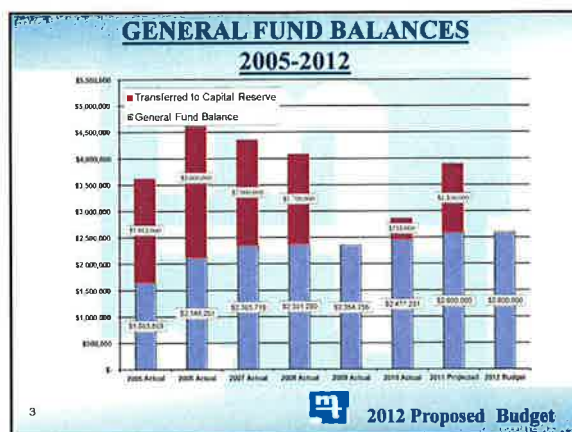
Proposed Final Budget for 2012

 2012 Proposed Budget


BUDGET POLICY

- Balance expenditures with current year revenues.
- Fund Balance Policy – Maintain a minimum of 10% - 20% in reserve.
 - General Fund Balance projected as of 12/31/2011 – \$3.8M – 33.21%.
- Transfer surplus Fund Balance to Capital Reserve Fund for potential operating deficits and Future Projects.

 2012 Proposed Budget




REVENUE COMPARISON 2011-2012 General Fund			
	2011	2012	Percent Change
Tax Revenues	\$ 9,108,600	\$ 9,279,700	1.88%
Non-Tax Revenues	1,720,875	1,826,175	6.12%
Interfund Transfers	402,540	375,810	(6.64%)
Total Revenues	\$ 11,232,015	\$ 11,481,685	2.22%

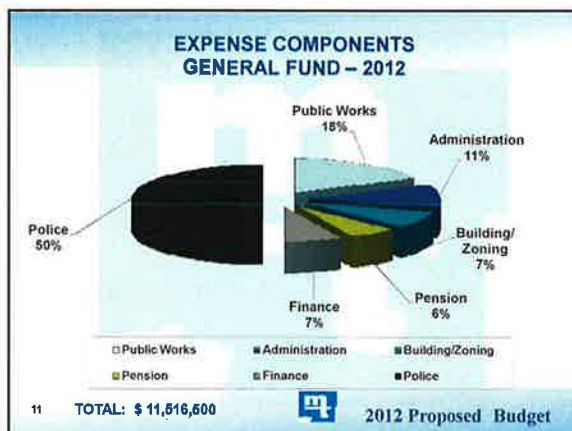
4  2012 Proposed Budget




- GENERAL FUND REVENUES
- Real-estate Tax Rate Reduced from 1.61 Mills in 2003 to 1.49 mills in 2006 remaining through 2011.
 - Same rate proposed for 2012.
 - Homestead Exclusion implemented in 2003 and increased to \$30,000 in 2009
 - Over 75% of Residential Property Owners Participate
 - \$308,000 in Annual Tax Relief
- 6  2012 Proposed Budget

EXPENSE COMPARISON 2011-2012 General Fund			
	2011	2012	Percent Change
Personnel Expenditures	\$ 8,025,125	\$ 8,161,245	1.70%
Non-Personnel Expenditures	2,461,358	2,572,605	4.52%
Interfund Transfers	665,100	711,450	6.97%
Total Expenditures	\$ 11,151,650	\$ 11,445,300	2.63%

7  2012 Proposed Budget



- GENERAL FUND EXPENDITURES**
- Salaries/Wages –
 - Non-Uniformed Employees’ increase to be determined by Board of Supervisors.
 - Uniformed Police budgeted with increase per terms of current collective bargaining agreement. Budgeted with total officers of 36.
- 9  2012 Proposed Budget

GENERAL FUND EXPENDITURES

Medical and Rx Premiums – Overall cost increase of 2.78% based Annual Premium increase per DVHIT projection (10%), less the rate the Rate Stabilization Contribution. Additionally plan changes and personnel changes have lowered the number of higher premium plans.

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2012 Proposed Budget

Transfers to Capital Reserves Expect to pre-fund in 2011

- 14 Year Road Replacement Plan @ \$537,000/year
- 10 Year Equipment Replacement Plan @ \$402,400/year
- Roof Replacement @ \$20,000/year
- Township Room @ \$10,000/year
- HVAC Equipment Replacement @ \$10,000/year

11

2012 Proposed Budget

General Fund Summary

- Total Revenues - \$11,481,685
- Total Expenses - \$11,445,300
- Net Surplus Projected – \$36,385

12



2012 Proposed Budget

Capital Expenditures

- Replacement Equipment - \$413,080
- New Capital Equipment/Projects - \$179,750
 - Includes \$50K Park Board Initiatives
- Curb/Sidewalk/Road Program - \$1,652,900
- Traffic Improvement Engineering - \$70,000

13


2012 Proposed Budget

OTHER OPERATING FUNDS

Fire Services Fund (04)
Total Revenues - \$913,670
Total Expenses - \$876,755
Surplus of - \$36,915

Parks and Recreation Fund (05)
Total Revenues - \$745,345
Total Expenses - \$745,345
Balanced Budget

14


2012 Proposed Budget

OTHER OPERATING FUNDS

- Expenditures for Basin Maintenance Fund (06) and Street Light Fund (07) both balanced utilizing current year revenues and/or dedicated reserves.

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2012 Proposed Budget

5



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Waiver of Fees – Seasonal Mercantile Permit – Greater Philadelphia
Falun Dafa Association

MEETING DATE: December 12, 2011

ITEM NUMBER: #13

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Robert J. Birch
Chairman

BACKGROUND:

In the past, it has been the policy of the Board of Supervisors to waive permit fees for non-profit and religious organizations. The Township has received a request from Allen Wu, a resident of the Township, asking that fees be waived for a seasonal mercantile permit to sell tickets on behalf of the Greater Philadelphia Falun Dafa Association at Montgomery Mall. They will sell tickets for the Shen Yun Performance Arts at the Merriam Theater in Philadelphia from January 6, 2012 to January 8, 2012.

The Shen Yun Performing Arts is a classical Chinese dance and orchestral company that is reinvigorating traditional Chinese culture performance explaining the 5000-year culture of the Chinese through ancient legends and modern tales of courage, compassion through a unique and uplifting performance. Shen Yun has delighted audiences in over 130 cities across five continents since its establishment in 2006.

Falun Gong (or Falun Dafa) is a traditional self-improvement practice from China that consists of gentle exercises, meditation, and holistic teachings. At its core are the principles of Truthfulness, Compassion, and Tolerance.

The amount of the permit fee is \$300.00.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

That permit fees be waived in conjunction with the Seasonal Mercantile Permit for the Greater Philadelphia Falun Dafa Association.

MOTION/RESOLUTION:

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 #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the request of Greater Philadelphia Falun Dafa Association to waive all fees associated with the Seasonal Mercantile Permit for their exhibit at Montgomery Mall to be held from November 26, 2011 to January 1, 2012.

MOTION BY:

SECOND BY:

DATE:

VOTE:

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

Allen Wu
232 Tudor Drive
North Wales, OA 19454

November 17, 2011

Board of Supervisors
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-1498

Dear Board Supervisors:

As a local contact of Greater Philadelphia Falun Dafa Association (GPFDA), I am writing to request you to waive a \$300 fee for permit to have a table in Montgomery mall from Nov. 26, 2011 (Saturday) to Jan. 1, 2012 (Sunday).

I am Allen Wu who live at 232 Tudor Drive, North Wales, PA 19454. GPFDA is a non-profit organization with 501 (c) (3) status. GPFDA will host Shen Yun performance in Merriam Theater, Philadelphia on Jan. 6 to Jan. 8, 2012. We will be in the mall to promote the performance and sell its tickets. The performance tells audience 5000 years of civilization and authentic Chinese culture. The performance is not only beautiful, shows brilliantly choreographed dance and mesmerizing and all original orchestral compositions, but also lift people's moral status and good for the community. You may see the details from the website at www.ShenYun2012.com.

I look forward to hearing from you. If you have any questions, please don't hesitate to call me

Sincerely,



Allen Wu, Ph.D.

NOV 23 2011

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Escrow Release #7 LD/S #643 for Kidalas Court – 1215 Kenas Road

MEETING DATE: December 12, 2011

ITEM NUMBER: #14

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 a construction escrow release for Kidalas Court as recommended by the Township Engineer. The original amount of the escrow was \$386,616.82, held as cash. This release is in the amount of \$15,714.18. This is the seventh escrow release for this project. The new balance in escrow is \$119,325.78.

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.

RELEASE OF ESCROW FORM

Joseph P. Hanna, P.E.
Chambers Associates, Inc.
831 DeKalb Pike
Center Square, PA 19422

Date: 11-25-2011

RE: DEVELOPMENT NAME: Kidalas Court – 1215 Kenas Road

CA Job #: 105-610A

PHASE: Initial Improvements

Release #: 7

Dear Mr. Hanna:

This is an escrow release request from Emil Saladik in the amount of \$ 15,714.18. Enclosed is a copy of our escrow spreadsheet with the quantities noted.


ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.

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

Date: 11-30-11

Dear Mr. Gregan:

We have reviewed the developer's request for an escrow release. We, therefore, recommend that \$ 15,714.18 be released. These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected.


Joseph P. Hanna, P.E., Township Engineer

Resolution # _____

WHEREAS, a request for release of escrow was received from Emil Saladik for Kidalas Court in the amount of \$ 15,714.18, on the representation that work set forth in the Land Development Agreement to that extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$ 15,714.18; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$ 15,714.18; in accordance with the developer's request, and the officers of the Township are authorized to take the necessary action to obtain release of said sum. BE IT FURTHER RESOLVED that Township records indicate that escrow has been deposited via CASH ESCROW with Montgomery Township in a total sum of \$ 386,616.82 pursuant to a signed Land Development Agreement and that \$ 251,576.86 has previously been released from this escrow. Therefore, the action of the Board is releasing said sum leaves a new balance of \$ 119,325.78 in escrow.

MOTION BY: _____

VOTE: _____

SECOND BY: _____

DATED: _____

RELEASED BY: _____

Department Director



Consulting Engineers
and Surveyors

Chambers Associates, Inc.

831 DeKalb Pike
Center Square, PA 19422-1271
610-275-1114
FAX 610-275-1807
EMAIL staff.csq@chambersassoc.com

405 East Lancaster Avenue
Wayne, PA 19087-4202
610-688-6166
FAX 610-688-6705
EMAIL staff@chambersassoc.com

November 30, 2011

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

**Subject: Kidalas Court - 1215 Kenas Road – Escrow Release # 7
Job # 105-610A/Twp. Ref. #LD/S-643**

Dear Larry:

In accordance with Section 509(j) of the Pennsylvania Municipal Planning Code, Emil Saladik requested the release of \$15,714.18 on November 25, 2011 for work completed in accordance with the approved plans.

This letter is to certify that the improvements attached to this letter in the amount of \$15,714.18 have been completed.

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

If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

Edward Slaw
/jvr
Enclosures

C via e-mail: Bruce Shoupe, Montgomery Township Planning & Development
Frank Bartle, Esquire
Emil Saladik
Montgomery Township Board of Supervisors

November 25, 2011

MEMO

TO: Chambers Assoc.

FROM: Emil Saladik

SUBJECT: Request for escrow release #7 (Nov 25, 2011)

PROJECT: Kidalas Court- Mont Twsp

This memo indicates a request to release the following items from escrow:

Demo Clearing:

Relocate Exist. Speed Limit Sign	\$25.00
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Earthwork:

Return Topsoil to Culdesac Shoulder	\$372.38
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Concrete

Excavate and Backfill Sidewalk	\$721.00
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4" Concrete Sidewalk w/ 4" Stone	\$8,507.80
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Concrete Work Kenas Road

Excavate and Backfill Sidewalk	\$384.25
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Handicap Ramps w/ Truncated Domes	\$750.00
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Traffic Control	\$200.00
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Striping & Signs:

Stop Sign	\$168.75
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Landscaping:

Red Maple - Sun Valley 3-3.5" cal	\$1,925.00	5- street
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Red Maple - Autumn Flame 3-3.5" cal	\$2,310.00	6 - street
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Miscellaneous:

Pins & Monuments	\$350.00	Lot 3
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Total	\$15,714.18
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Thank you,



Emil S. Saladik

ESCROW FORM

PROJECT: Kidalas Court

TWP./BORO: MONTGOMERY

DATE: 11/25/11

MMDDYY

7

RELEASE #:

ESTIMATED COMPLETION DATE:

\$15,714.18 AMT. PAYABLE

\$267,291.04 RELEASED THUS FAR

\$386,616.82 ORIGINAL ESCROW AMOUNT

\$251,576.86 PRIOR ESCROW RELEASED

\$15,714.18 CURRENT ESCROW RELEASE REQUEST

\$119,325.79 BALANCE AFTER CURRENT RELEASE

JOB #
105-510A

ITEM	UNIT PRICE	ESCROW QUANTITY	UNIT	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL	ERROR
Demo & Clearing									
Clearing	\$11,137.50	1 ls		\$11,137.50		\$0.00	1	\$11,137.50	
Remove Exist. Driveway Pipe	\$250.00	1 ls		\$250.00		\$0.00	1	\$250.00	
Relocate Exist. Speed Limit Sign	\$25.00	1 ls		\$25.00	1	\$25.00	1	\$25.00	
Traffic Control									
Traffic Control	\$4,003.20	1 ls		\$4,003.20		\$0.00	1	\$4,003.20	
Erosion Control									
Construction Entrance	\$1.00	2465 sf		\$2,465.00		\$0.00	2465	\$2,465.00	
Tree Protection Fence	\$2.81	1165 lf		\$3,273.65		\$0.00	1165	\$3,273.65	
18" Silt Fence	\$1.88	375 lf		\$705.00		\$0.00	375	\$705.00	
30" Silt Fence	\$2.06	665 lf		\$1,369.90		\$0.00	665	\$1,369.90	
Inlet Protection	\$131.25	12 ea		\$1,575.00		\$0.00	12	\$1,575.00	
Temp Seed Basin And Easements	\$0.20	20100 sf		\$4,020.00		\$0.00	20100	\$4,020.00	
Temp Seed Stockpile	\$750.00	1 ls		\$750.00		\$0.00	1	\$750.00	
Temp Seed Lot Stockpiles	\$1,200.00	1 ls		\$1,200.00		\$0.00	1	\$1,200.00	
Keenas Rd Inlet Protection	\$131.25	6 ea		\$787.50		\$0.00	6	\$787.50	
Earth Work									
Strip/Stockpile Topsoil	\$1.97	1256 cy		\$2,474.32		\$0.00	1256	\$2,474.32	
Strip/Stockpile Topsoil at Basin	\$7.97	550 cy		\$5,180.50		\$0.00	550	\$5,180.50	
Basin Trench Keyway	\$6.66	135 cy		\$899.10		\$0.00	135	\$899.10	
Cut/Fill	\$3.47	106 cy		\$367.82		\$0.00	106	\$367.82	
Cut Export	\$8.52	329 cy		\$2,803.08		\$0.00	329	\$2,803.08	
Cut Export Roadway	\$8.52	396 cy		\$3,373.92		\$0.00	396	\$3,373.92	
Cut/Fill Shoulder	\$3.47	40 cy		\$138.80		\$0.00	40	\$138.80	
Cut/Fill Easements	\$3.47	45 cy		\$156.15		\$0.00	45	\$156.15	
Cut/Fill Culsac Shoulder	\$3.47	20 cy		\$69.40		\$0.00	20	\$69.40	
Cut Export Easements	\$8.52	30 cy		\$255.60		\$0.00	30	\$255.60	
Cut Kenas Road Shoulder	\$3.47	82 cy		\$284.54		\$0.00	82	\$284.54	
Cut Export Kenas Road Shoulder	\$12.80	100 cy		\$1,280.00		\$0.00	100	\$1,280.00	
Return Topsoil to Basin & Easements	\$3.47	455 cy		\$1,578.85		\$0.00	455	\$1,578.85	
Return Topsoil to Culsac Shoulder	\$4.33	86 cy		\$372.38	86	\$372.38	86	\$372.38	
Return Topsoil to Kenas Rd Shoulder	\$4.33	65 cy		\$281.45		\$0.00	65	\$281.45	
Strip Lot 2	\$1.97	373 cy		\$734.81		\$0.00	373	\$734.81	
Strip Lot 3	\$1.97	324 cy		\$638.28		\$0.00	324	\$638.28	
Strip Lot 4	\$1.97	243 cy		\$478.71		\$0.00	243	\$478.71	
Strip Lot 5	\$1.97	396 cy		\$780.12		\$0.00	396	\$780.12	
Strip Lot 6	\$1.97	296 cy		\$583.12		\$0.00	296	\$583.12	
Strip Lot 7	\$1.97	407 cy		\$801.79		\$0.00	407	\$801.79	

ITEM	UNIT	ESCROW QUANTITY	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL	ERROR
Storm Sewer								
15" CPP W/ full depth stone backfill		200 lf	\$20.97			200	\$4,194.00	
15" CPP W/ 1' stone cover		654 lf	\$20.97			654	\$13,714.38	
Inlet # 3		1 ea	\$1,957.72			1	\$1,957.72	
Inlet # 4A		1 ea	\$991.98			1	\$991.98	
Inlet # 4B		1 ea	\$991.98			1	\$991.98	
Inlet # 4C		1 ea	\$992.09			1	\$992.09	
Inlet # 4D		1 ea	\$1,064.50			1	\$1,064.50	
Inlet # 5		1 ea	\$1,190.03			1	\$1,190.03	
Inlet # 6		1 ea	\$1,033.55			1	\$1,033.55	
Inlet # 7		1 ea	\$1,008.50			1	\$1,008.50	
Inlet # 8		1 ea	\$1,075.49			1	\$1,075.49	
Inlet # 14		1 ea	\$1,064.40			1	\$1,064.40	
Inlet # 15		1 ea	\$1,028.06			1	\$1,028.06	
Inlet # 17		1 ea	\$1,058.23			1	\$1,058.23	
Storm Sewer - Kenas Road								
Sawcut		80 lf	\$13.99			80	\$111.20	
Remove Blacktop		15 sy	\$12.08			15	\$181.20	
15" RCP W/ full depth stone backfill		3 lf	\$108.71			3	\$326.13	
15" CPP W/ full depth stone backfill		11 lf	\$39.18			11	\$430.98	
18" CPP W/ full depth stone backfill		424 lf	\$35.36			424	\$14,992.64	
24" CPP W/ full depth stone backfill		59 lf	\$53.34			59	\$3,147.06	
15" CPP Flared End Section		1 ea	\$244.57			1	\$244.57	
18" CPP Flared End Section		1 ea	\$297.00			1	\$297.00	
6" Base Drain		515 lf	\$13.88			515	\$7,148.20	
Tie into Existing Inlet		1 ea	\$187.50			1	\$187.50	
Connect Exist RCP to CMP		1 ea	\$119.34			1	\$119.34	
Inlet # 2		1 ea	\$1,222.69			1	\$1,222.69	
Inlet # 9		1 ea	\$1,196.43			1	\$1,196.43	
Inlet # 10		1 ea	\$1,198.25			1	\$1,198.25	
Inlet # 11		1 ea	\$1,193.30			1	\$1,193.30	
Inlet # 18		1 ea	\$1,377.89			1	\$1,377.89	
Temporary Paving		15 sy	\$37.50			15	\$562.50	
Traffic Control		1 ls	\$2,250.00			1	\$2,250.00	
Concrete Work								
Excavate and Backfill Curb		750 lf	\$2.15			750	\$1,612.50	
18" Curb		750 lf	\$11.34			750	\$8,505.00	
Excavate and Backfill Sidewalk		3060 sf	\$0.35	2060		3060	\$1,071.00	
4" Concrete Sidewalk w/ 4" Stone		3060 sf	\$4.13	2060		3060	\$12,637.80	
6" Driveway Apron w/ 6" Stone		7 ea	\$645.00			0	\$0.00	
Concrete Work - Kenas Road								
Excavate and Backfill Curb		510 lf	\$2.27			510	\$1,157.70	
18" Curb		510 lf	\$12.71			510	\$6,482.10	
Excavate and Backfill Sidewalk		1955 sf	\$0.35	1097.8572		1955	\$684.25	
4" Concrete Sidewalk w/ 4" Stone		1955 sf	\$4.13			1955	\$8,074.15	
Handicap Ramps w/ Truncated Domes		2 ea	\$375.00	2		2	\$750.00	
Traffic Control		1 ls	\$450.00	0.4444445		1	\$450.00	

ITEM	UNIT PRICE	ESCROW QUANTITY	UNIT	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL	ERROR
<u>Paving</u>									
Fine Grade	\$0.75	1835 sy		\$1,376.25		\$0.00	1835	\$1,376.25	
3" 2A Stone Base	\$1.91	1835 sy		\$3,504.85		\$0.00	1835	\$3,504.85	
5" Superpave 25mm Base	\$17.22	1835 sy		\$31,598.70		\$0.00	1835	\$31,598.70	
Sweep & Tack Coat	\$1.48	1835 sy		\$2,715.80		\$0.00	0	\$0.00	
1.5" Superpave 9.5mm Wearing	\$6.30	1835 sy		\$11,560.50		\$0.00	0	\$0.00	
AC-20 Sealer	\$562.50	1 ls		\$562.50		\$0.00	0	\$0.00	
<u>Kenas Road Trench Restoration</u>									
Remove Temp Paving	\$6.04	50 sy		\$302.00		\$0.00	50	\$302.00	
8" Superpave 25mm Base	\$40.47	50 sy		\$2,023.50		\$0.00	50	\$2,023.50	
2" Superpave 19mm Binder	\$19.13	50 sy		\$956.50		\$0.00	50	\$956.50	
Sweep & Tack Coat	\$1.48	76 sy		\$112.48		\$0.00	76	\$112.48	
1' Neatcut	\$3.33	240 lf		\$799.20		\$0.00	240	\$799.20	
1.5" Superpave 9.5mm Wearing	\$14.28	76 sy		\$1,085.28		\$0.00	76	\$1,085.28	
AC-20 Sealer	\$0.75	240 lf		\$180.00		\$0.00	240	\$180.00	
Traffic Control	\$373.00	1 ls		\$373.00		\$0.00	1	\$373.00	
<u>Kenas Road Widening</u>									
Fine Grade	\$1.13	635 sy		\$717.55		\$0.00	635	\$717.55	
6" 2A Stone Base	\$3.62	635 sy		\$2,298.70		\$0.00	635	\$2,298.70	
8" Superpave 25mm Base	\$28.03	635 sy		\$17,799.05		\$0.00	635	\$17,799.05	
2" Superpave 19mm Binder	\$7.94	635 sy		\$5,041.90		\$0.00	635	\$5,041.90	
Sweep & Tack Coat	\$1.48	635 sy		\$939.80		\$0.00	635	\$939.80	
1' Neatcut	\$3.33	560 lf		\$1,864.80		\$0.00	560	\$1,864.80	
1.5" Superpave 9.5mm Wearing	\$7.81	695 sy		\$5,427.95		\$0.00	695	\$5,427.95	
AC-20 Sealer	\$0.75	1070 lf		\$802.50		\$0.00	1070	\$802.50	
Traffic Control	\$1,700.00	1 ls		\$1,700.00		\$0.00	1	\$1,700.00	
<u>Striping & Signs</u>									
Stop Sign	\$168.75	1 ea		\$168.75	1	\$168.75	1	\$168.75	
Striping	\$5,362.50	1 ls		\$5,362.50		\$0.00	1	\$5,362.50	
<u>Site Lighting</u>									
Site Lighting	\$12,800.00	1 ls		\$12,800.00		\$0.00	0	\$0.00	
<u>Landscaping</u>									
<u>Shade Trees</u>									
Red Maple - Sun Valley	\$385.00	11 ea		\$4,235.00	5	\$1,925.00	5	\$1,925.00	
Red Maple - Autumn Flame	\$385.00	23 ea		\$8,855.00	6	\$2,310.00	6	\$2,310.00	
Red Maple - Red Sunset	\$385.00	14 ea		\$5,390.00		\$0.00	0	\$0.00	
Black Oak	\$385.00	24 ea		\$9,240.00		\$0.00	0	\$0.00	
Green Ash - Patmore	\$385.00	14 ea		\$5,390.00		\$0.00	0	\$0.00	
Honeylocust - Halka	\$385.00	6 ea		\$2,310.00		\$0.00	0	\$0.00	
<u>Evergreen Trees</u>									
White Fir	\$285.00	5 ea		\$1,425.00		\$0.00	0	\$0.00	
<u>Ornamental Trees</u>									
Autumn Flowering Cherry	\$325.00	8' hgt		\$1,625.00		\$0.00	0	\$0.00	
Serviceberry	\$325.00	6 ea		\$1,950.00		\$0.00	0	\$0.00	
Flowering dogwood	\$325.00	6 ea		\$1,950.00		\$0.00	0	\$0.00	

ESCROW FORM

PROJECT: Kidalas Court

RELEASE # :

ESTIMATED COMPLETION DATE:

TWP./BORO: MONTGOMERY

DATE: 11/25/11

MMDDYY

7

\$15,714.18 AMT. PAYABLE

\$267,291.04 RELEASED THUS FAR

\$386,616.82 ORIGINAL ESCROW AMOUNT

\$251,576.86 PRIOR ESCROW RELEASED

\$15,714.18 CURRENT ESCROW RELEASE REQUEST

\$119,325.79 BALANCE AFTER CURRENT RELEASE

JOB #

105-610A

ITEM	UNIT PRICE	ESCROW QUANTITY	UNIT	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL	ERROR
<u>Shrubs</u>									
Arrowwood Viburnum			30" hgt	\$65.00	18 ea				
Buutonbush			30" hgt	\$65.00	8 ea			\$0.00	
Elderberry			30" hgt	\$65.00	30 ea			\$0.00	
Winterberry Holly			30" hgt	\$65.00	18 ea			\$0.00	
<u>Ground Cover</u>									
Virginia Creeper	\$15.00	62 ea	2-1/4" pot	\$930.00		\$0.00	0	\$0.00	
<u>Miscellaneous</u>									
Construction Stakeout	\$15,000.00	1 ls		\$15,000.00		\$0.00	0.946666633	\$14,200.00	
Pins & Monuments	\$3,200.00	1 ls		\$3,200.00		\$350.00	0.109374	\$350.00	
As-Built Drawings	\$4,500.00	1 ls		\$4,500.00		\$0.00	0	\$0.00	
Sub-Total				\$351,469.84		\$15,714.18		\$267,291.04	
10% Contingency				\$35,146.98	1 ls	\$0.00		\$0.00	
Total Escrow				\$386,616.82					
Engineering and Legal Cash Escrow				\$20,000.00					



Stout, Tacconelli & Associates, Inc.

2499 Knight Road
P.O. Box 2499
Pennsburg, PA 18073
(215) 679-0200
Fax: (215) 679-9200

November 29, 2011

Chambers Associates, Inc.
2962 Skippack Pike
P.O. Box 678
Worcester, PA 19490

Attn: Joe Hanna, P.E.

**Subj: Lot #3 - 100 Kidalas Court – Monumentation Certification
Montgomery Township, Montgomery County, PA
STA Project #4636**

Dear Joe:

I am writing this correspondence to inform you that our firm has surveyed the above-mentioned Lot #3 for 100 Kidalas Court and has placed final concrete monuments and final property corner pins in accordance with the approved subdivision plan.

If you have any further questions, please do not hesitate to call.

Respectfully Submitted,

Clifford J. Stout, P.E., P.L.S.

cc: Emil S. & Nancy M. Saladik, Owners
Michael E. Tacconelli, Stout, Tacconelli & Associates, Inc.



Boucher & James, Inc.
CONSULTING ENGINEERS

INNOVATIVE ENGINEERING

Fountainville Professional Building
1456 Ferry Road, Building 500
Doylestown, PA 18901
215-345-9400
Fax 215-345-9401

910 Rio Rock Road
Stroudsburg, PA 18369
570-629-0300
Fax 570-629-0326

P.O. Box 799
4997 N. Twin Valley Road
Suite 6
Morgantown, PA 19543
610-913-1212
Fax 215-345-9401

www.bjengineers.com

November 29, 2011

Mr. John O. Chambers, P.E.
Chambers Associates
831 DeKalb Pike
Center Square, PA 19422

**SUBJECT: KIDALAS COURT SUBDIVISION
ESCROW RELEASE INSPECTION NO. 001
TOWNSHIP LD/S NO. 643
PROJECT NO. 08-55-242R**

Dear Mr. Chambers:

Please be advised that on Tuesday, November 29, 2011, I conducted an inspection of landscape material for the release of escrow in accordance with the most recent landscape plan, prepared by John E. Schneider, R.L.A., dated June 5, 2008 and last revised November 9, 2008.

The following landscape materials have been found to be of the appropriate species, size and are in the correct locations, and are therefore acceptable to have associated escrow funds released:

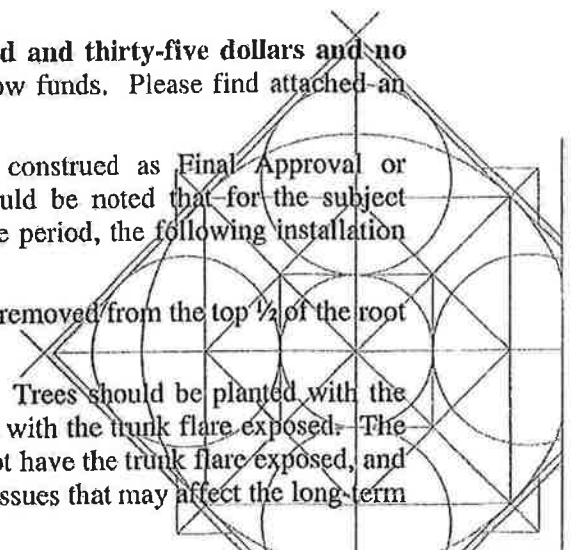
A. Shade Trees

1. Five (5) Acer rubrum 'Sun Valley' have been found acceptable to have associated escrow funds released. Therefore, we recommend the release of **\$1,925.00** for these trees.
2. Six (6) Acer rubrum 'Autumn Flame' have been found acceptable to have associated escrow funds released. Therefore, we recommend the release of **\$2,310.00** for these trees.

We recommend that a total of **four thousand, two hundred and thirty-five dollars and no cents (\$4,235.00)** be released from the total landscape escrow funds. Please find attached an updated escrow tabulation for your reference.

Please note, authorization of this release should not be construed as Final Approval or Acceptance of the improvements installed to date. It should be noted that for the subject landscape material to be acceptable to begin the maintenance period, the following installation issues must be addressed:

1. All burlap, twine, and any other materials must be removed from the top 1/2 of the root ball of the trees.
2. Many of the trees have been planted too deeply. Trees should be planted with the rootball 2-3" above the surrounding soil elevation with the trunk flare exposed. The majority of the street trees planted at the site do not have the trunk flare exposed, and as such are now vulnerable to a number of health issues that may affect the long-term survivability of the tree.



Mr. John O. Chambers, P.E.
November 29, 2011
Page 2

We recommend that these issues be addressed this fall, prior to ground freeze, in order to minimize potential damage to the trees.

Please do not hesitate to contact me if you have any questions or require further information.

Sincerely,



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

VLL/eaf

Enclosure

cc: Board of Supervisors
Lawrence Gregan, Township Manager
Bruce Shoupe, Director of Planning and Zoning
Marita Stoerrle, Development Coordinator
Marianne McConnell, Deputy Zoning Officer
Amy Saylor, Shade Tree Commission
Etnil and Nancy Saladik, 123 Runnymede Drive, Lansdale, PA 19446

P:\2008\0855242R\Documents\Correspondence\Letter.To.JChambers.EscrowRelease001.doc

**KIDALAS COURT
MONTGOMERY TOWNSHIP (11/29/11)
ESCROW RELEASE REQUEST #7**

PROJECT #08 55 242R LD/S # 643

ITEM DESCRIPTION	SIZE	UNIT PRICE	QTY.	TOTAL ESCROW	PREVIOUS REDUCTIONS QTY. AMOUNT	CURRENT RECOMMENDED REDUCTION QTY. AMOUNT	REMAINING ESCROW QTY. AMOUNT
1.0 Shade Trees							
Acer rubrum 'Sun Valley'	3-3.5" cal.	\$ 385.00	11	\$ 4,235.00	0 \$	5 \$ 1,925.00	6 \$ 2,310.00
Acer rubrum 'Autumn Flame'	3-3.5" cal.	\$ 385.00	23	\$ 8,855.00	0 \$	6 \$ 2,310.00	17 \$ 6,545.00
Acer rubrum 'Red Sunset'	3-3.5" cal.	\$ 385.00	14	\$ 5,390.00	0 \$	0 \$	14 \$ 5,390.00
Quercus velutina	3-3.5" cal.	\$ 385.00	24	\$ 9,240.00	0 \$	0 \$	24 \$ 9,240.00
Fraxinus pennsylvanica 'Pamore'	3-3.5" cal.	\$ 385.00	14	\$ 5,390.00	0 \$	0 \$	14 \$ 5,390.00
Gleditsia triacanthos v. inermis	3-3.5" cal.	\$ 385.00	6	\$ 2,310.00	0 \$	0 \$	6 \$ 2,310.00
SUBTOTAL			92	\$ 35,420.00	0 \$	11 \$ 4,235.00	81 \$ 31,185.00
2.0 Evergreen Trees							
Abies concolor	8' height	\$ 285.00	5	\$ 1,425.00	0 \$	0 \$	5 \$ 1,425.00
SUBTOTAL			5	\$ 1,425.00	0 \$	0 \$	5 \$ 1,425.00
3.0 Flowering Trees							
Prunus subhirtella autumnalis	8' height	\$ 325.00	5	\$ 1,625.00	0 \$	0 \$	5 \$ 1,625.00
Amelanchier x grandiflora 'Princess Diana'	8' height	\$ 325.00	6	\$ 1,950.00	0 \$	0 \$	6 \$ 1,950.00
Cornus florida 'Cherokee Chief'	8' height	\$ 325.00	6	\$ 1,950.00	0 \$	0 \$	6 \$ 1,950.00
SUBTOTAL			17	\$ 5,525.00	0 \$	0 \$	17 \$ 5,525.00
4.0 Deciduous Shrubs							
Ilex verticillata 'Winter Red'	30" height	\$ 65.00	18	\$ 1,170.00	0 \$	0 \$	18 \$ 1,170.00
Cephalanthus occidentalis	30" height	\$ 65.00	8	\$ 520.00	0 \$	0 \$	8 \$ 520.00
Viburnum dentatum	30" height	\$ 65.00	30	\$ 1,950.00	0 \$	0 \$	30 \$ 1,950.00
Sambucus canadensis	30" height	\$ 65.00	18	\$ 1,170.00	0 \$	0 \$	18 \$ 1,170.00
SUBTOTAL			74	\$ 4,810.00	0 \$	0 \$	74 \$ 4,810.00
5.0 Groundcover							
Parthenocissus quinquefolia	2 1/4" pot	\$ 15.00	62	\$ 930.00	0 \$	0 \$	62 \$ 930.00
SUBTOTAL			62	\$ 930.00	0 \$	0 \$	62 \$ 930.00
6.0 TOTAL OF ALL PLANTINGS				\$ 48,110.00	\$	\$ 4,235.00	\$ 43,875.00

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

12/7/2011

SUBJECT: Consider Authorization to Execute Penn Dot Agreements - S.R. 202 Intelligent Transportation System (ITS) Improvements

MEETING DATE: December 12, 2011

ITEM NUMBER: #15

MEETING/AGENDA: WORK SESSION ACTION XX CONSENT NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Robert J. Birch
Chairman

BACKGROUND:

As part of the S.R. 202 Parkway Project, Penn Dot will installing Intelligent Transportation System (ITS) devices and communication infrastructure along the 202 Parkway and its primary intersecting and parallel routes under Project SR 0202, Section 71T. The ITS devices will consist of Closed Circuit Television (CCTV) cameral, Dynamic Message Signs (DMS) and a Travel Time Detection System.

A project overview by the design engineer is attached along with a list of equipment and locations scheduled in Montgomery Township. The overview also includes an explanation of the operation and control of the equipment.

Once the proposed equipment is installed, Penn Dot will be responsible for maintenance of all ITS devices and the mainline fiber trunk. Maintenance of the traffic signal systems and the fiber optic "drop" cable from those signals will be the Township's responsibility. The Township has previously approved Penn Dot's standard Signal Maintenance Agreement for traffic signal installations related to the 202 Parkway Project.

Penn Dot is requesting that the Township execute the Dot Traffic Signal Maintenance Agreement and Cooperative Memorandum of Agreement to govern the installation, maintenance and operation of the various ITS equipment to be installed under this project.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

The Board previously approved Penn Dot's standard Signal Maintenance Agreement for the Traffic Signals at the signalized intersections along S. R. 202.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None. The installation of the equipment is 100% funded by PennDot.

RECOMMENDATION:

Authorize the execution of both the Traffic Signal Maintenance Agreement and Cooperative Memorandum of Agreement with Penn Dot for the installation maintenance and operation of Intelligent Transportation System equipment along S.R 202 Parkway and its primary intersecting and parallel routes per Penn Dot Project SR 0202, Section 71T.

MOTION/RESOLUTION:

Resolution attached.

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 NO. _____

MONTGOMERY TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

A RESOLUTION AUTHORIZING THE TOWNSHIP OF MONTGOMERY TO ENTER INTO A TRAFFIC SIGNAL MAINTENANCE AGREEMENT AND A COOPERATIVE MEMORANDUM OF AGREEMENT FOR THE INSTALLATION OF VARIOUS TRAFFIC SIGNALS AND COMMUNICATION EQUIPMENT FOR THE STATE PROJECT NO. S.R. 202 SECTION 7IT

The Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania hereby resolves, that the Chairman be authorized and directed to sign the attached Traffic Signal Maintenance Agreement # _____, and Cooperative Memorandum of Agreement # _____ and that the Township Secretary be authorized and directed to attest and seal the same.

DULY PRESENTED AND ADOPTED by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania in a public meeting held this ____ day of _____, 2011.

BOARD OF SUPERVISORS
MONTGOMERY TOWNSHIP

By: _____
Robert J. Birch, Chairman

ATTEST:

Lawrence J. Gegan, Manager/Secretary

MOTION BY:

VOTE:

SECOND BY:

JACOBS Project Overview

The Pennsylvania Department of Transportation Engineering District 6-0 (PennDOT District 6-0) S.R. 0202, Section 700 Project is currently constructing a new nine (9) mile long US 202 Parkway in Montgomery and Bucks Counties. Connecting Route 63 (Welsh Road) in Montgomery Township and Route 611 in Doylestown Township, the US 202 Parkway will also pass through Warrington Township and is being constructed between Upper State and Stump Roads. The US 202 Parkway will have a posted speed limit of 40 MPH and will consist of four (4) lanes between Route 63 (Welsh Road) and Horsham Road and two (2) lanes between Horsham Road and Route 611.

The US 202 Parkway is being constructed under three (3) separate project Sections: 701, 711 and 721. A fourth Section, 7IT, involves the installation of Intelligent Transportation System (ITS) devices and communications infrastructure along the Parkway and its primary intersecting and parallel routes. The proposed ITS devices consist of Closed Circuit Television (CCTV) cameras, Dynamic Message Signs (DMS) and a Travel Time Detection System.

PennDOT District 6-0 will be the primary stakeholder for the ITS devices. All control of the ITS devices will occur in the District 6-0 Regional Traffic Management Center (RTMC) located in King of Prussia, PA. CCTV cameras will be used for incident identification and response, as well as to monitor everyday traffic along each route. As part of this project, PennDOT will also establish links to local municipalities in order to facilitate the sharing of CCTV video images where practical. DMS will be used to provide motorists with information related to traffic diversion routes, advisory messages (including AMBER alerts), automated travel time to major destinations and special events. Additionally, a new communications hub will be installed at the US 202 Parkway / PA 611 interchange.

This project will provide the local townships with updated traffic signal equipment and interconnection. PennDOT District 6-0 and the townships will be co-stakeholders in the traffic signal elements. As the owners, primary operators and maintainers of the traffic signal systems, the local townships will be the primary stakeholders in these efforts. Primary control and timing of traffic signals will be carried out from the municipal control centers in each of the townships.

The traffic signal corridors are located along established diversion routes to I-476, PA 309 and the new US 202 Parkway. As part of this project, PennDOT will develop special event timing plans to be implemented during diversions from these roadways. During diversions, PennDOT will assume control of the traffic signals via a direct communications link and will implement / augment the timing plans as necessary, based upon information from CCTV and detection video. For effective coordination, agreements between PennDOT and the townships will be put into place in order to specify when and under what circumstances PennDOT may assume control of the signals.



JACOBS™ Agreement Summary

Cooperative Memorandum of Agreement:

This agreement summarizes the traffic management strategy and outlines responsibilities by each stakeholder related to ITS devices. This agreement provides provisions for access on Municipal right-of-way to construct and maintain ITS devices. One agreement shall be executed from each municipality where ITS devices are proposed to be located.

The agreement includes provisions for contacts during emergencies and provides provisions for complete cooperation between the agencies.

Traffic Signal Maintenance Agreement:

This agreement will be established for locations where ITS devices are installed on existing traffic signals, as well as locations where traffic signal controllers are being upgraded or interconnected in support of the traffic management strategy. This agreement shall be executed by each township where signal upgrades, enhancements, or interconnections are proposed, as well as locations where ITS devices are proposed on existing traffic signals.

Statewide Video Sharing Policy:

This document outlines the terms and conditions for which PennDOT will release its video images to the stakeholders. For those stakeholders who are proposed to receive video sharing, each will be required to complete and sign the last sheet of the policy. Additionally, each township should note that they may be required to provide a letter to PennDOT's contractor providing the right to enter the municipal building to install the proposed communication s equipment.



Bluetooth Travel
Time Reader



CCTV
Camera



E-ZPass Travel
Time Reader



PennDOT 6-0 RTMC (King of Prussia, PA)



Hub Cabinet



Hub Cabinet



Traffic Signals



Dynamic
Message
Sign (DMS)

VIDEO SHARING:
DOYLESTOWN
TOWNSHIP

VIDEO SHARING:
NEW BRITAIN
BOROUGH

AGREEMENT NO. _____
FEDERAL ID NO. _____

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

MADE and entered into this _____ day of _____, 20__, by
and between the Commonwealth of Pennsylvania, Department of
Transportation, hereinafter called COMMONWEALTH,

and

Montgomery Township, a political subdivision in the County of
Montgomery, Pennsylvania, by its proper officials, hereinafter
called SUBDIVISION.

W I T N E S S E T H:

WHEREAS, the need for traffic signals at the following
location(s) as indicated in Exhibit "F" has been found to be
warranted;

WHEREAS, the need for shared communication cable for
traffic signals at the location(s) as indicated in Exhibit "F"
has been found to be warranted;

WHEREAS, the cost of installing traffic signals and
communication cable at these locations is being partially or
totally funded with state and/or federal funds; and,

WHEREAS, the communication splice box and cable tail installed under this project to signal controller is to be maintained by the SUBDIVISION,

WHEREAS, traffic signal equipment is installed to serve a specific purpose through a distinct mode of operations; and,

WHEREAS, the useful life of traffic signal equipment is defined as the time from installation until it is either removed or replaced with signal equipment which better serves the need of the intersection; and,

WHEREAS, the COMMONWEALTH and the Federal Highway Administration have established policies which mandate that all traffic signal equipment installed with state or federal funds be properly maintained and operated throughout its useful life; and,

WHEREAS, the SUBDIVISION has indicated its willingness to accept ownership of the traffic signal installation(s) listed on this Agreement.

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and of the mutual

promises hereinafter set forth, and with the intention of being legally bound hereby, agree as follows:

1. SUBDIVISION shall, at its own expense, operate the traffic signal in accordance with the permit(s) issued by the COMMONWEALTH for the location(s) listed below:

- o SR 6202 and SR 309
- o SR 6202 and Horsham Road
- o SR 6202 and County Line Road
- o SR 6202 and Welsh Road
- o Upper State and Horsham Road
- o Upper State and County Line Road
- o Stump Road and Horsham Road
- o Stump Road and County Line Road
- o SR 0309, SR 0202, & SR 0463
- o SR 6202 and Knapp Road
- o Knapp Road and Witchwood Drive
- o SR 6202 and Connector A
- o SR 6202 and Costco Drive
- o SR 6202 and SR 0463 (Horsham Road)
- o SR 0202 and County Line Road
- o SR 309 and English Village Drive/Gwynedd Crossing Drive
- o SR 309 and Hartman Road
- o SR 309 and Stump Road
- o SR 309 and Knapp Road
- o SR 309 and Montgomery Mall South Access
- o SR 309 and Montgomery Square Mall Access (North Jughandle)
- o SR 202/SR 309 and North Wales Road

2. It is understood and agreed by the parties hereto that, upon final acceptance by the COMMONWEALTH, title to the traffic signal installation(s) listed above shall vest in the SUBDIVISION. In this connection, it is further understood that the SUBDIVISION shall provide preventive and response maintenance, at its own expense, for the installation(s) covered

by this Agreement in accordance with the provisions of Exhibit "A" attached hereto and made part a part hereof.

3. The SUBDIVISION further agrees to prepare and retain an accurate record of the preventive and response maintenance activities performed on the installation(s) covered by this agreement. In this regard, the SUBDIVISION agrees to keep these records in accordance with the provisions of Exhibit "B" attached hereto and made part hereof and shall make such materials available at all reasonable times for inspection by the COMONWEALTH. It is further understood that the SUBDIVISION may utilize forms other than those specified in Exhibit "B" only if first granted written permission by the COMMONWEALTH.

4. It is understood and agreed to by the parties hereto that the required preventive and response maintenance functions shall be provided in the manner indicated below:

<u>Maintenance Function</u>	<u>* Method to be Employed</u>
Preventive Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Municipal Personnel <input type="checkbox"/> Contract Services
Response Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Municipal Personnel <input type="checkbox"/> Contract Services

* Check appropriate boxes

The SUBDIVISION agrees that the provisions of Exhibit "C" attached hereto and made part hereof shall apply if either maintenance function is performed using municipal personnel. In addition, if the SUBDIVISION employs a contractor to perform either maintenance function, the SUBDIVISION agrees to submit the name and address of the contractor to the COMMONWEALTH, together with a copy of the agreement between the contractor and the SUBDIVISION. It is further understood that the use of a contractor does not relieve the SUBDIVISION of any obligations included in the terms or conditions of this Agreement.

5. The SUBDIVISION hereby certifies that it shall make available sufficient funds to provide the maintenance program described in this Agreement and its attendant exhibits.

6. It is understood that if the SUBDIVISION fails to fulfill its responsibilities as described herein, the SUBDIVISION may be disqualified from future federal- or state-aid participation on those projects for which the SUBDIVISION has traffic signal maintenance responsibility until such time as the SUBDIVISION provides the required maintenance services to bring the improvements to a level of maintenance satisfactory to the COMMONWEALTH. It is also understood and agreed that if the

SUBDIVISION fails to provide the required maintenance services within thirty (30) days of the receipt of written notice from the COMMONWEALTH, the COMMONWEALTH shall have the right to perform the required maintenance services in the SUBDIVISION's stead and at the SUBDIVISION's expense. Furthermore, it is understood and agreed that performance of the maintenance services by the COMMONWEALTH in the SUBDIVISION's stead shall not relieve the SUBDIVISION of its responsibility for continued maintenance of the improvements. It is further understood and agreed that federal- and/or state-aid participation may be withheld on all future projects until the SUBDIVISION demonstrates to the COMMONWEALTH and the Feral Highway Administration that all required maintenance and operation services are being provided by the SUBDIVISION without the necessity of the COMMONWEALTH's performing duties herein described as being the responsibility of the SUBDIVISION.

7. SAVE HARMLESS - The SUBDIVISION agrees that it will indemnify, save harmless and defend (if requested) the COMMONWEALTH, its agents, representatives and employees, from all suits, actions or claims of any character, name or description, damages, judgments, expenses, attorneys' fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part

by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the SUBDIVISION, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter.

8. The SUBDIVISION shall comply with the Commonwealth Contractor Integrity Provisions attached as Exhibit "D" and made part hereof.

9. The SUBDIVISION shall comply with the Provisions Concerning the Americans with Disabilities Act attached as Exhibit "E" and made part hereof.

10. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions - Right to Know Law 8-K-1532, attached as Exhibit "G" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST

SUBDIVISION

Title: Secretary DATE

BY _____
Title: Chairman DATE
Board of Supervisors

SUBDIVISION's resolution authorizing execution and attestation must accompany this Agreement. Please indicate the signers' titles and date signatures.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Engineer DATE

APPROVED AS TO LEGALITY
AND FORM

BY _____
for Chief Counsel DATE

RECORDED NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
ACTIVITY PROGRAM _____
SYMBOL _____
AMOUNT _____

BY _____
for Comptroller DATE

Agreement No. _____ is split _____%, expenditure amount of
\$ _____, for federal funds and _____%, expenditure amount of
\$ _____, for state funds. The related federal assistance program
name and number is _____; _____. The state program name
and number is _____; _____.

Preapproved Form:
OGC NO. 18-K-392
Appv'd OAG 12/14/98

TRAFFIC SIGNAL MAINTENANCE

Exhibit "A"

PREVENTIVE MAINTENANCE

The SUBDIVISION or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this agreement at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

RESPONSE MAINTENANCE

The SUBDIVISION or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

RESPONSE MAINTENANCE SCHEDULE

KNOCKDOWNS

TYPE OF REPAIR PERMITTED

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
Loop	Emergency or Final
Magnetometer	Emergency or Final
Sonic	Emergency or Final
Magnetic	Emergency or Final
Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only

Exhibit "B"

RECORDKEEPING

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the SUBDIVISION is willing to prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this agreement.

The SUBDIVISION agrees to establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the SUBDIVISION or its contractor for each intersection. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

Exhibit "C"

SIGNAL MAINTENANCE ORGANIZATION

Personnel Requirements

In order to properly maintain the traffic signal equipment covered by this agreement, the SUBDIVISION agrees to provide, as minimum, the following staff throughout the useful life of the equipment.

Classification	Number
1.	
2.	
3.	
4.	
5.	

Training

In order to upgrade the ability of its present staff to properly perform the required maintenance functions, the SUBDIVISION agrees to secure the following training for the listed personnel classifications.

Classification	Training Required
1.	
2.	
3.	
4.	
5.	

Budget Requirements

The SUBDIVISION agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this agreement.

Personnel Classifications

When referred to in this agreement, the following definitions will be used to describe personnel classifications as they relate to the maintenance and operation of traffic signal equipment.

- A. Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics:
 - (a) Intersection geometry
 - (b) Traffic flow theory
 - (c) Control type (fixed time, actuated, etc.)
 - (d) Signal phasing and timing
 - (e) Signal intersection
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

- B. Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.

2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

C. Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work performed.

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

EXHIBIT "E"

Page 1 of 1

Exhibit F:
Listing of Municipalities with ITS Devices

Montgomery Township

- Signal – SR 6202 and Knapp Road
- Signal – Knapp Road and Witchwood Drive
- Signal – SR 6202 and Connector A
- Signal – SR 6202 and Costco Drive
- Signal – SR 6202 and SR 0463 (Horsham Road)
- Signal – SR 0202 and County Line Road
- Signal – SR 6202 and SR 309
- Signal – SR 6202 and Horsham Road
- Signal – SR 6202 and County Line Road
- Signal – SR 6202 and Welsh Road
- Signal – Upper State and Horsham Road
- Signal – Upper State and County Line Road
- Signal – Stump Road and Horsham Road
- Signal – Stump Road and County Line Road
- Signal – SR 0309, SR 0202, & SR 0463
- Signal – SR 309 and English Village Drive/Gwynedd Crossing Drive
- Signal – SR 309 and Hartman Road
- Signal – SR 309 and Stump Road
- Signal – SR 309 and Knapp Road
- Signal – SR 309 and Montgomery Mall South Access
- Signal – SR 309 and Montgomery Square Mall Access (North Jughandle)
- Signal – SR 202/SR 309 and North Wales Road

Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

Revised February 1, 2010

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act*, 65 Pa.C.S. §§1101 et seq.; the *State Adverse Interest Act*, 71 P.S. §776.1 et seq.; and the *Governor's Code of Conduct, Executive Order 1980-18*, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18*, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the

performance of work under the contract, except as provided in the contract.

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law*, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
 - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 *et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director,

associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act*, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim

damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

- a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
- b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
- c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- d. "Financial interest" means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder

or offeror.

- h.** “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

Agreement No. _____
SAP Vendor No. _____
Federal ID No. _____

COOPERATIVE MEMORANDUM OF AGREEMENT

This Cooperative Memorandum of Agreement entered into this ____ day of _____, _____, by and between the Commonwealth of Pennsylvania, acting through its Department of Transportation, hereinafter referred to as the DEPARTMENT,

and

Montgomery Township, a political subdivision of the Commonwealth of Pennsylvania, with a mailing address of 1001 Stump Road, Montgomeryville, PA 18936-9605, hereinafter referred to as MUNICIPALITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is in the process of constructing a limited access urban arterial, (S.R. 6202) as an alternate route to US 202 (Dekalb Pike) in the Montgomery and Bucks Counties of Pennsylvania and is undertaking a traffic management strategy to improve the flow of traffic along the Parkway and local alternate routes, by building on the previous efforts of several regional transportation agencies and to produce a final Traffic Management Plan, and;

WHEREAS, the traffic management strategy, is intended to be utilized to improve communications and technology improvements within the corridors and to better inform vehicular and public transit travelers of traffic incidents and to improve multi-agency coordination and the management of daily traffic operations, and;

WHEREAS, the traffic management strategy will be used to effectuate upgrades and interconnecting signals between the Parkway and adjacent corridors and to further improve the flow of traffic on a daily basis as well as during incidents on the Parkway, and;

WHEREAS, the area of the project will include the entire Parkway corridor from SR 0202, to SR 0611 and every municipality located within these parameters, including the Montgomery Township, New Britain Township, Chalfont Borough, Doylestown Township, Warrington Township, Doylestown Borough, and Upper and Lower Gwynedd Townships, and;

WHEREAS, the DEPARTMENT and the MUNICIPALITY share a common interest in facilitating the safe and efficient management of traffic flow along state, county and locally-owned roadways parallel to the Parkway in the event of an incident and wish to coordinate and disseminate accurate travel condition information to area motorists and the traveling public, and;

WHEREAS, the need for shared communication cable for CCTV, DMS, CMS, and/or TTR at the following location(s) has been found to be warranted:

WHEREAS, the cost of installing communication cable at these locations is being partially or totally funded with state and/or federal funds, and;

WHEREAS, the DEPARTMENT agrees to maintain the CCTV, DMS and TTR devices along with related communication equipment and cable: and,

WHEREAS, the DEPARTMENT and the MUNICIPALITY now wish to outline their respective functions and responsibilities in this Memorandum of Agreement (Agreement).

*When referred to collectively, the DEPARTMENT and the MUNICIPALITY are referred to as the Parties.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises set forth below, the DEPARTMENT and the MUNICIPALITY agree, with the intention of being legally bound, to the following:

1. The foregoing recitals are incorporated by reference as a material part of this Agreement.

2. DEPARTMENT personnel located within the DEPARTMENT's Regional Traffic Management Center (RTMC), District 6-0 Building at 7000 Geerdes Boulevard, King of Prussia, PA, will serve as the point of contact during an incident along the State Route 202 corridor. The DEPARTMENT will provide contact information directly to the MUNICIPALITY. Communication between the DEPARTMENT and MUNICIPALITY will be achieved via telephone, where the RTMC can be reached at 610-205-6934.

3. The MUNICIPALITY will identify one point of contact to the DEPARTMENT. The MUNICIPALITY's point of contact will be responsible for ensuring that vital information is disseminated to others within the MUNICIPALITY, the content of which will be subject to the discretion of the Chief of Police (municipal contact) within the MUNICIPALITY.

4. The MUNICIPALITY agrees to permit the DEPARTMENT to monitor traffic conditions, via the use of video cameras and vehicle detectors to be installed along the roadways, within the boundaries of the MUNICIPALITY. In the event of an incident along the Parkway warranting the use of a parallel route traffic management plan, determined solely by the DEPARTMENT, the MUNICIPALITY agrees to allow the DEPARTMENT to implement revised traffic signal timing and phasing plans along roadways located within the boundaries of the MUNICIPALITY and to post traveler information on any Dynamic Message Sign (DMS) within the boundaries of the MUNICIPALITY to facilitate regional traffic required to be diverted from the Parkway. However, the Parties acknowledge and agree that as a condition of this arrangement, the DEPARTMENT will contact the MUNICIPALITY prior to the implementation of a traffic management plan. During implementation of the traffic management plan, MUNICIPALITY agrees to provide available township forces to clear incidents along the roadway located within the boundaries of the MUNICIPALITY. For this purpose, an incident will be defined as an event which either partially or fully blocks a travel lane. Upon completion of the

DEPARTMENT's traffic management plan and the resumption of normal operations, the DEPARTMENT will promptly contact and notify the MUNICIPALITY. Communication between the DEPARTMENT and MUNICIPALITY will be achieved via telephone, where the RTMC can be reached at 610-205-6934.

5. The DEPARTMENT will own, maintain, and operate video cameras, vehicle detectors, tag readers / travel time system, static trailblazer directional signs, and DMS locations along area roadways as well as the communication infrastructure used to operate these devices.

6. In the event of immediate danger to MUNICIPALITY roadway operation or to the highway user, the parties hereto agree to fully cooperate with each other. The parties will notify the appropriate individuals as set forth below:

- A. DEPARTMENT contact will be the RTMC which can be reached at (610) 205-6934.
- B. MUNICIPALITY contact will be:
Chief of Police
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936
Telephone No: (215) 362-2300

DEPARTMENT and MUNICIPALITY will immediately notify each other under the notice provisions in this paragraph concerning any change in COMMONWEALTH or MUNICIPALITY contact information.

7. The term of this Agreement shall be for two (2) years from the date of its execution, and shall automatically renew for additional one-year terms unless cancelled by either party on written notice delivered not less than ninety (90) calendar days prior to the end of the term. Such notice of cancellation shall be by letter sent U.S. mail, certified, return

receipt requested. Notice of cancellation to DEPARTMENT shall be addressed to the Secretary of Transportation at the then-current address of the Secretary of Transportation. Notice of cancellation to MUNICIPALITY shall be addressed to the General Manager at the then current address of MUNICIPALITY's principal offices.

8. The DEPARTMENT has the right to terminate this Agreement for reasons as stated in the following paragraphs. Termination shall be effective upon receipt of written notice from either party to the other.

A. Termination for Convenience:

DEPARTMENT shall have the right to terminate this Agreement for its convenience if DEPARTMENT determines termination to be in its best interest. MUNICIPALITY shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall MUNICIPALITY be entitled to recover loss of profits.

B. Non-Appropriation:

The DEPARTMENT's obligations are contingent upon appropriation of funds for the Project Agreement Purpose. The DEPARTMENT shall have the right to terminate a Project Agreement because of nonavailability of sufficient funds (state and/or federal) for the DEPARTMENT to pay for the services to be rendered under this Agreement.

C. Termination for Cause:

DEPARTMENT shall have the right to terminate this Agreement for MUNICIPALITY's default upon written notice to MUNICIPALITY. The DEPARTMENT shall have the right to terminate this Agreement or any Project Agreement executed with cause upon written notice to MUNICIPALITY.

9. This Agreement may not be modified or amended except in writing signed by duly authorized representatives of both MUNICIPALITY and DEPARTMENT. This Agreement may not be assigned by either party without the prior written authorization of the other party. This Agreement should not be construed to confer any rights upon any other persons or entities of any kind not a party hereto.

10. This Agreement shall be binding and inure to the benefit of the successors and assigns of MUNICIPALITY and DEPARTMENT.

11. MUNICIPALITY agrees to abide by the Commonwealth's "Contractor Integrity Provisions" and the "Provisions Concerning the Americans with Disabilities Act" set forth in Exhibits "A," and "B," and made a part of this Agreement.

12. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "C" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, by their duly authorized officials, on the date first above written.

ATTEST:

By _____ By _____
Lawrence J. Gegan Date Robert J. Birch Date
Title Secretary Title Chairman, Board of Supervisors

If a Corporation, the President or Vice President must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign.

=====

Do not write below this line – for Commonwealth use only

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

by _____
Scott Christie, P.E. Date
Deputy Secretary for Highway Administration

APPROVED AS TO LEGALITY
AND FORM

by _____
Chief Counsel Date

by _____
Deputy Attorney General Date

by _____
Deputy General Counsel Date

PRELIMINARILY APPROVED

by _____
Assistant Counsel Date

Funds Commitment Document Number _____

Certified Funds Available under SAP Number _____

SAP Cost Center _____

GL Account _____

Amount _____

SAP Vendor Number _____

by _____
for Comptroller Date

June 17, 2010

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act*, 65 Pa.C.S. §§1101 et seq.; the *State Adverse Interest Act*, 71 P.S. §776.1 et seq.; and the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as

consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
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 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or

- g.** Otherwise required by law.
- 10.** Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
 - a.** Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - b.** Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1)** obtaining;
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 - (3)** performing a public contract or subcontract.Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
 - c.** Violation of federal or state antitrust statutes.
 - d.** Violation of any federal or state law regulating campaign contributions.
 - e.** Violation of any federal or state environmental law.
 - f.** Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
 - g.** Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 *et seq.*
 - h.** Violation of any federal or state law prohibiting discrimination in employment.

- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

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- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

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- 14.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
- 15.** Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
- 16.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- 17.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

 - a.** "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - b.** "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

- c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- d. "Financial interest" means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

January 16, 2001

PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C.F.R. § 35.130, and all other regulations promulgated under *Title II of The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1.

Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

Revised February 1, 2010

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Recognition of Township Retirees

MEETING DATE: December 12, 2011

ITEM NUMBER: #16

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Robert J. Birch, Chairman

BACKGROUND:

This evening we will be recognizing Township Engineer, John O. Chambers and Montgomery Township Police Lt. Mark Houghtaling. Please see separate summary for each retiree.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Recognize John O. Chambers and Lt. Mark Houghtaling for their service to Montgomery Township.

MOTION/RESOLUTION:

None.

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


MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Recognition of Township Retiree – Lt. Mark Houghtaling

MEETING DATE: December 12, 2011 ITEM NUMBER:

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:

Lt. Mark Houghtaling was hired as a recruit police officer with the Montgomery Township Police Department on June 2, 1980. He attended Canine Handlers School and worked with Canine Bandit and Canine Paco. In 1994, Officer Houghtaling was promoted to the rank of corporal and assigned to supervise a patrol squad. On June 12, 2000, Sergeant Mark Houghtaling was promoted to the rank of Lieutenant and assigned as Patrol Commander. He has served in this capacity until his retirement on January 1, 2012. Lt. Houghtaling has earned numerous letters of commendation from the Police Department and from outside law enforcement agencies and citizens. Lt. Houghtaling has been an outstanding police officer throughout his career and a true role model for all police officers within and outside the Montgomery Township Police Department.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Recognize the retirement of Lt. Mark Houghtaling.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize Lt. Mark Houghtaling and express our gratitude to him for his dedication and service to the Montgomery Township Police Department and the residents of this Township.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Recognition of Township Engineer – John O. Chambers, Jr., P.E.

MEETING DATE: December 12, 2011

ITEM NUMBER:

MEETING/AGENDA: ACTION XX

NONE

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

INITIATED BY: Lawrence J. Grogan
Township Manager

BOARD LIAISON: Robert J. Birch, Chairman

BACKGROUND:

John O. Chambers, Jr., has served as Montgomery Township's Engineer since 1972. Mr. Chambers has recently announced his retirement. Mr. Chambers has been involved in the plan and design of subdivisions and land developments within the Township. He has also played an important role in the planning and design of public works facilities, i.e. roads, storm sewers, sanitary sewers, as well as planning and designing of parks and recreational areas. Most recently, Mr. Chambers has taken an active part in the Pennsylvania Stormwater Coalition, providing valuable insight on the issues of stormwater management facing Montgomery Township.

A plaque will be presented to Mr. Chambers to thank him for his dedication and commitment to Montgomery Township.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Recognize the retirement of Township Engineer, John O. Chambers, Jr.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize the retirement of John O. Chambers, Jr., P.E. as Montgomery Township's Engineer and express our gratitude for the forty years Mr. Chambers has faithfully served the Montgomery Township Community.

MOTION: _____

SECOND: _____

ROLL CALL:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Payment of Bills

MEETING DATE: December 12, 2011

ITEM NUMBER: #17

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
23967	12/1/11	00000967	DELAWARE VALLEY HEALTH INSURANCE	531.20
24031	12/8/11	1264	MORGAN STANLEY SMITH BARNEY INC	5,622.98
49428	11/30/11	00001562	FOX ROTHSCHILD LLP	20,000.00
49429	12/7/11	00000163	SHARON TUCKER	275.00
49430	12/12/11	00000842	911 SAFETY EQUIPMENT	86.50
49431	12/12/11	00001752	AARP	60.00
49432	12/12/11	00000006	ACME UNIFORMS FOR INDUSTRY	1,188.04
49433	12/12/11	00000068	ADAM WEBSTER	60.00
49434	12/12/11	00902448	ADP	2,747.76
49435	12/12/11	00000682	AMERICAN RED CROSS	605.00
49436	12/12/11	00902449	ANDREI SVELOV	15.00
49437	12/12/11	00000031	AT&T	203.80
49438	12/12/11	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	190.96
49439	12/12/11	00001938	BILL WIEGMAN	60.00
49440	12/12/11	00000071	CANON BUSINESS SOLUTIONS, INC.	508.00
49441	12/12/11	00000072	CANON FINANCIAL SERVICES, INC	1,197.00
49442	12/12/11	00000110	CHARLES S. SNYDER INC.	998.46
49443	12/12/11	00000855	CHRISTOPHER MANN	30.00
49444	12/12/11	00000108	COUNTY ELECTRIC SUPPLY COMPANY, IN	15.31
49445	12/12/11	00001508	COUNTY LINE FENCE COMPANY, INC.	39.00
49446	12/12/11	00000329	CRAFCO, INC.	2,408.40
49447	12/12/11	00002007	YOON BROTHERS INC.	691.04
49448	12/12/11	00000584	DANIEL E. MITCHELL	65.00
49449	12/12/11	00001265	DANIEL ROSE	25.00
49450	12/12/11	00001945	DAVID S. WOLFE	50.00
49451	12/12/11	00001941	DAVID W. VASCONEZ	120.00
49452	12/12/11	00000629	DAVIDHEISER'S INC.	13.00
49453	12/12/11	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	22.82
49454	12/12/11	00000612	DELAWARE VALLEY MUNICIPAL	1,402.00
49455	12/12/11	00001172	DETLAN EQUIPMENT, INC.	404.11
49456	12/12/11	00001675	DON JOHNSON	100.00
49457	12/12/11	00000967	DELAWARE VALLEY HEALTH INSURANCE	13,108.60
49458	12/12/11	00000967	DELAWARE VALLEY HEALTH INSURANCE	122,318.54
49459	12/12/11	00000100	E. VAN RIEKER AND COMPANY	641.25
49460	12/12/11	00001957	EDMOND SKRZAT	30.00
49461	12/12/11	00902447	ELAINE I. LEE	1,000.00
49462	12/12/11	00001943	ERIC C. FREAS	30.00
49463	12/12/11	BT005746	ESG, INC.	65.70
49464	12/12/11	00000161	EUREKA STONE QUARRY, INC.	419.04
49465	12/12/11	00001466	FEDEX OFFICE	13.95
49466	12/12/11	00000192	GENERAL RECREATION, INC.	2,490.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
49467	12/12/11	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	552.00
49468	12/12/11	00000198	GLASGOW, INC.	814.63
49469	12/12/11	00001842	GLEN ROETMAN	60.00
49470	12/12/11	00000211	HAGEY COACH INC.	200.00
49471	12/12/11	00000114	HARLEYSVILLE MATERIALS, LLC	491.04
49472	12/12/11	00000215	HAVIS, INC.	164.00
49473	12/12/11	00000133	BYM INC.	155.00
49474	12/12/11	00000824	INTELLIGENT PRODUCTS INCORPORATED	750.09
49475	12/12/11	00000102	INTERSTATE BATTERY SYSTEMS OF	106.95
49476	12/12/11	BT004570	JEBRAN & ASSOCIATES P.C.	52.80
49477	12/12/11	00000781	JOHN E. REID AND ASSOCIATES, INC.	420.00
49478	12/12/11	00000890	JOHN H. MOGENSEN	120.00
49479	12/12/11	00001581	JOSEPH J. SIMES	120.00
49480	12/12/11	00001843	JOSEPH M. BENNETT	100.00
49481	12/12/11	00000264	KENCO HYDRAULICS, INC.	968.67
49482	12/12/11	00000270	JDN BLOCK INC.	76.15
49483	12/12/11	00001886	LOUIS RANIERI	30.00
49484	12/12/11	00001706	LOWE'S COMPANIES INC.	149.90
49485	12/12/11	00902446	LUCIA LISA ALMEIDA	1,000.00
49486	12/12/11	00000194	MARK HOCKMAN	85.49
49487	12/12/11	00001170	MARTIN STONE QUARRIES, INC.	3,955.03
49488	12/12/11	00000093	MATTHEW MCCULLA	30.00
49489	12/12/11	00001330	MCCALLION STAFFING SPECIALISTS	1,179.76
49490	12/12/11	00001920	MICHAEL H. BEAN	45.00
49491	12/12/11	00001961	MICHAEL LONG	80.00
49492	12/12/11	00000867	MICHAEL SHEARER	15.00
49493	12/12/11	00000147	MIJ SERVICES INC	120.00
49494	12/12/11	00001759	PAUL MICHAEL WINTJE	75.00
49495	12/12/11	00001838	MONTGOMERY COUNTY LAW	200.00
49496	12/12/11	00000323	MOTOROLA	30,878.40
49497	12/12/11	00000324	MOYER INDOOR / OUTDOOR	128.00
49498	12/12/11	00001381	NATIONAL DECALCRAFT CORP.	180.00
49499	12/12/11	00000356	NORTH WALES WATER AUTHORITY	80,000.00
49500	12/12/11	00000186	JAROTH INC.	178.12
49501	12/12/11	00000095	PAUL SMITH	35.00
49502	12/12/11	00000399	PECO ENERGY	12,625.56
49503	12/12/11	00000397	PECO ENERGY	10,108.35
49504	12/12/11	00000595	PENN VALLEY CHEMICAL COMPANY	978.82
49505	12/12/11	00000726	PENN-HOLO SALES & SERVICES	264.90
49506	12/12/11	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	168.31
49507	12/12/11	00000009	PETTY CASH	250.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
49508	12/12/11	00001171	PHILA OCCHEALTH/DBA WORKNET OCC	146.00
49509	12/12/11	00000945	PIPERSVILLE GARDEN CENTER, INC.	744.28
49510	12/12/11	00000345	PRINTWORKS & COMPANY, INC.	803.89
49511	12/12/11	00001630	PSI - PROTECTION SERVICES INC.	463.20
49512	12/12/11	00000439	RED THE UNIFORM TAILOR	2,432.65
49513	12/12/11	00001822	KIMBERLY MABRY	1,038.66
49514	12/12/11	00000190	RHODA GANSLER	260.80
49515	12/12/11	00000445	RICHARD J. BRADY	292.69
49516	12/12/11	00000117	RIGGINS INC	2,026.33
49517	12/12/11	00000115	RIGGINS, INC	5,756.93
49518	12/12/11	00000061	ROBERT MCMONAGLE	30.00
49519	12/12/11	00902450	ROTELLE DEVELOPMENT COMPANY	1,956.62
49520	12/12/11	00002013	MOORE WALLACE	327.00
49521	12/12/11	00000465	SHAPIRO FIRE PROTECTION COMPANY	436.77
49522	12/12/11	00000467	SNAP-ON INDUSTRIAL	997.76
49523	12/12/11	00000483	SUBURBAN OFFICE SUPPLIERS, INC.	13.90
49524	12/12/11	00001164	THE GOOSE GUYS INC.	250.00
49525	12/12/11	00001783	THE HOMER GROUP	3,270.00
49526	12/12/11	BT004941	THE INKWELL	117.90
49527	12/12/11	00000496	GOODSON HOLDING COMPANY	704.38
49528	12/12/11	00000065	TIMOTHY MURRAY	15.00
49529	12/12/11	00000680	ROBERT E. TRAIL	558.10
49530	12/12/11	00000506	TRANS UNION LLC	10.00
49531	12/12/11	00000183	TACTICAL & SURVIVAL SPECIALTIES, INC	330.90
49532	12/12/11	00000327	U.S. MUNICIPAL SUPPLY, INC.	1,025.00
49533	12/12/11	00000520	VALLEY POWER, INC.	748.30
49534	12/12/11	00000040	VERIZON PENNSYLVANIA INC	774.01
49535	12/12/11	00000040	VERIZON PENNSYLVANIA INC	1,494.86
49536	12/12/11	00001492	VERIZON CABS	240.13
49537	12/12/11	00000170	VERIZON COMMUNICATIONS	104.99
49538	12/12/11	00000038	VERIZON WIRELESS SERVICES, LLC	388.02
49539	12/12/11	00000038	VERIZON WIRELESS SERVICES, LLC	198.66
49540	12/12/11	00000038	VERIZON WIRELESS SERVICES, LLC	74.22
49541	12/12/11	00001839	VINAY SETTY	75.00
49542	12/12/11	00000760	WASTE MANAGEMENT OF	432.32
49543	12/12/11	00001329	WELDON AUTO PARTS	473.82
49544	12/12/11	BT004544	WHS ENTERPRISES, INC.	22.60
49545	12/12/11	00001948	WILLIAM H. FLUCK IV	140.00
49546	12/12/11	00001084	WITMER ASSOCIATES, INC.	1,609.90
49547	12/12/11	00000590	YOCUM FORD	1,396.13
49548	12/12/11	00000209	BOUCHER & JAMES, INC.	1,212.82

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
49550	12/12/11	00000085	CHAMBERS ASSOCIATES, INC.	15,014.53
49551	12/12/11	00000152	ECKERT SEAMANS CHERIN &	14,876.55
49552	12/12/11	00001963	HUGHES, KALKBRENNER &	50.00
49553	12/12/11	00001984	TRAFFIC PLANNING AND DESIGN, INC.	5,196.95
TOTAL				396,297.00

MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
11/30/2011	Commonwealth of PA	State Tax Payment	\$7,314.85
12/01/2011	IRS	945 Payment	\$2,636.35
12/01/2011	ICMA	DROP Plan Payment	\$17,087.07
12/02/2011	City of Philadelphia	Nov Wage Tax Payment	\$535.61
12/08/2011	IRS	941 Payment	\$117,813.74
12/08/2011	BCG	401/457 Plan Payment	\$25,463.69
12/08/2011	PA-SCDU	Withholding Payment	\$1,793.22
		Total Paid as of 12/12/2011	\$172,644.53