

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
August 25, 2014

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

Lawrence J. Grogan
Township Manager

ACTION MEETING – 8:00 PM

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of the August 11, 2014 Meeting
6. Present Annual Donations- Montgomery County Norristown Public Library & PEAK Center
7. Consider Preliminary/Final Land Development Plan- LDS-676 – 770 Bethlehem Pike – Sprint Store
8. Consider Waiver of Special Events Permit Fees – Bharatiya Temple
9. Consider Approval of Escrow Release #3 for Montgomery Walk Phase IIB
10. Consider Approval of Capital Purchase – Replacement Fire Department Rescue Pumper
11. Consider Authorization to Advertise Proposed Ordinance #14-281 – Comcast Franchise Agreement
12. Consider Authorization to Advertise Proposed Ordinance #14-282 – Increase Compensation for Municipal Sewer Authority Board Members
13. Recreation & Community Center Update
14. Consider Change of Date for Board of Supervisors meeting from September 22 to September 29, 2014
15. Consider Payment of Bills
16. Other Business
17. Adjournment

Future Public Hearings/Meetings:

08-26-2014 @7:00pm – Environmental Advisory Committee

09-02-2014 @7:30pm – Zoning Hearing Board

09-02-2014 @7:00pm – 300th Committee

NOTICE: Please be advised that all regular and special meetings of the Board of Supervisors are recorded for replay on the Township cable channels, Comcast 22 and Verizon 34.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: August 25, 2014 ITEM NUMBER: #3

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan BOARD LIAISON: Joseph P. Walsh, Chairman
Township Manager

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: August 25, 2014 ITEM NUMBER: #4

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan BOARD LIAISON: Joseph P. Walsh, Chairman
 Township Manager

BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Minutes for August 11, 2014

MEETING DATE: August 25, 2014 ITEM NUMBER: #5

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Lawrence J. Gegan
Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

Just a reminder – Please call Deb Rivas on Monday, August 25, 2014 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
AUGUST 11, 2014**

Chairman Joseph Walsh called the executive session to order at 7:00 p.m. In attendance were Supervisors Michael Fox, Robert Birch and Candyce Fluehr Chimera. Supervisor Jeffrey McDonnell was absent. Also in attendance were Frank Bartle, Esquire and Lawrence Gegan.

Chairman Joseph Walsh called the action meeting to order at 8:00 p.m. In attendance were Supervisors Robert Birch, Candyce Fluehr Chimera and Michael Fox. Supervisor Jeffrey McDonnell was absent. Also in attendance were Frank Bartle, Esquire, Lawrence Gegan, Chief J. Scott Bendig, Rick Lesniak, Shannon Drosnock, Ann Shade, Stacy Crandell, Kevin Costello, Bruce Shoupe, Rich Grier and Deb Rivas.

Following the Pledge of Allegiance, Chairman Joseph Walsh called for public comment from the audience and there was none.

Township Solicitor Frank Bartle, Esquire reported that the Board had met in an executive session earlier in the evening at 7:00 p.m. Mr. Bartle reported that the Board discussed three personnel matters and one matter of potential litigation. Mr. Bartle also reported that these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Vice Chairman Michael Fox made a motion and Supervisor Candyce Fluehr Chimera seconded the motion to approve the minutes of the July 28, 2014 Board meeting. The minutes of the meeting were unanimously approved as submitted.

Chairman Joseph Walsh presented a donation check in the amount of \$1,500 to the Visiting Nurse Association Community Services organization. Richard Cirko was present to accept the check on behalf of the Visiting Nurse Association Community Services organization.

Chairman Joseph Walsh presented a donation check in the amount of \$6,000 to the Montgomery Township Historical Society. Richard Roller was present to accept the check on behalf of the Montgomery Township Historical Society.

Township Manager Lawrence Gregan reported that the Township was interested in acquiring the 44,366 square foot parcel of land located at the corner of Horsham and Stump Road. The desire to own this piece of property came as a result of the planning for the Recreation and Community Center. The property owners, Harry Hassan and Anne Hassan, and the Township have reached a tentative agreement for the Township to purchase the property for the amount of \$15,000, along with the granting of an easement to Mr. and Mrs. Hassan over the parcel for storm water management purposes. Resolution #1 made by Supervisor Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized the appropriate Township Officials to execute an Agreement of Sale and Stormwater Easement Agreement, for the purchase of this 44,366 square foot parcel of land located at the corner of Horsham and Stump Road.

Chairman Joseph Walsh asked Township Manager Lawrence Gregan to provide an update on the construction of the Recreation and Community Center. Mr. Gregan reported that the major work on the site to date has involved blasting and grading work. The Contractor is scheduled to install the foundations for the building in the next two weeks. The project is on target from a construction schedule standpoint. The building is expected to be closed up by December for the start of interior work. Interviews for the new Recreation Director position are underway and the process has identified several good candidates for the position. Mr. Gregan will provide a monthly report regarding construction updates to the Board.

Township Manager Lawrence Gregan reported that in September 2012, the Cutler Group authorized its contractor, Wolverine Constructors, to proceed with site grading and paving improvements on Friendship Park in accordance with plans prepared by Chambers and Associates and in compliance with the approved NPDES permit for this work. The Township Engineer has inspected the site and has found the work completed to date to be satisfactory and in accordance with the approved plans. Resolution #2 made by Supervisor Michael Fox,

seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, accepted the Township Engineer's recommendation that the site work being performed at Friendship Park by Wolverine Constructors, Inc., as detailed in Wolverine's Payment request #12 has been completed in accordance with the approved plans and specifications and that the Cutler Group be notified of the Township's acceptance so that they can proceed with payment to Wolverine in accordance with the provisions of their contract.

Township Manager Lawrence Gegan reported that in November 2013, the Board approved a project to install a section of sidewalk across the frontage of PECO's on the south side of Hartman Road, between the Montgomery Oaks and Montgomery Walk Developments. The project has been on hold pending the issuance of an Easement by PECO Energy Company, the negotiations for which have just been completed and the agreement is ready for execution. Resolution #3 made by Chairman Joseph Walsh, seconded by Supervisor Michael Fox and adopted unanimously, authorized the execution of the Easement Agreement between PECO Energy Company and Montgomery Township for installation of concrete sidewalk on PECO property located on the south side of Hartman Road between the Montgomery Oaks and Montgomery Walk Developments.

Resolution #4 made by Chairman Joseph Walsh, seconded by Supervisor Michael Fox and adopted unanimously, approved the construction escrow release #5 for LD/S #660 for Wegmans Supermarket in the amount of \$745,550.86.

Resolution #5 made by Supervisor Candyce Fluehr Chimera, seconded by Supervisor Michael Fox and adopted unanimously, approved the waiver of a permit fee for signage for Mary, Mother of the Redeemer Catholic Church.

Resolution #6 made by Supervisor Candyce Fluehr Chimera, seconded by Supervisor Michael Fox and adopted unanimously, approved the waiver of building permit fees for an exterior stucco permit at the Bharatiya Temple.

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Donation Presentation- Montgomery County Norristown Public Library

MEETING DATE: August 25, 2014

ITEM NUMBER: #6a.

MEETING/AGENDA:

ACTION

NONE

REASON FOR CONSIDERATION: Operational: XX

Policy:

Discussion:

Information:

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

This evening the Board will be presenting a check in the amount of \$10,000 to the Montgomery County Norristown Public Library. Kathy Arnold-Yerger will be present at the meeting to accept the check on behalf of the Montgomery County Norristown Public Library.

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: Donation Presentation- The PEAK Center

MEETING DATE: August 25, 2014

ITEM NUMBER: #66.

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

This evening the Board will be presenting a check in the amount of \$3,000 to The PEAK Center. Robin Burstein will be present at the meeting to accept the check on behalf of The PEAK Center.

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: Consideration - Preliminary/Final Land Development Plan – Suss Steve, LLC, c/o Kin Properties – Sprint Store – 770 Bethlehem Pike – LDS#676

MEETING DATE: August 25, 2014

ITEM NUMBER: # 7

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe

Director of Planning and Zoning

BOARD LIAISON: Joseph P. Walsh

Chairman

BACKGROUND:

The property is located at 770 Bethlehem Pike and is owned by Suss Steve, LLC c/o Kin Properties. The site contains an existing building, asphalt parking lot and two driveways providing access to Bethlehem Pike. The applicant proposes to demolish the existing 4,632 square foot building and parking lot and construct a new 3,179 square foot building, parking lot and consolidated single access to Bethlehem Pike. This site is located within the C-Commercial Zoning District. The applicant proposes to construct a Sprint store.

The applicant received variances from the Zoning Hearing Board on May 6, 2014, regarding minimum permitted lot area, landscape buffers and other landscaping requirements.

There are also a number of waivers being requested by the applicant. The majority of these are landscaping. The applicant has stated that they will provide as much landscaping on the site as they can and have offered to provide a fee in lieu of the additional plantings.

The Township staff and consultants have reviewed this plan for compliance with Township Codes. Copies of the review letters are attached.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

The Applicant executed an indefinite extension form, which allows unlimited review time by the Township, unless a notice is received from the Applicant that a decision be rendered within 90 days by the Board of Supervisors.

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

The Board could deny this plan or approve this plan with the conditions as outlined in the attached resolution.

BUDGET IMPACT:

None.

RECOMMENDATION:

The resolution be adopted by the Board of Supervisors.

MOTION/RESOLUTION:

The Resolution is attached. (The Chairman needs to read only the highlighted portions of the resolution.)

MOTION _____

SECOND _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
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

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

RESOLUTION

MONTGOMERY TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

A RESOLUTION GRANTING CONDITIONAL PRELIMINARY/FINAL APPROVAL OF THE APPLICATION FOR LAND DEVELOPMENT FOR SUSS STEVE, LLC, C/O KIN PROPERTIES FOR A SPRINT STORE TO BE LOCATED AT 770 BETHLEHEM PIKE – LDS#676

The Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, hereby resolves to grant conditional, preliminary/final approval of the land development application and plan for **Suss Steve, LLC, c/o Kin Properties for a Sprint Store to be located at 770 Bethlehem Pike**, as more fully detailed on the plans listed on Exhibit "A" attached hereto and made part hereof and further conditioned upon the following being satisfied by the Applicant prior to the recording of the final plan:

1. Fulfilling all obligations and requirements of **Gilmore & Associates, Inc.** letters dated August 4, 2014, June 12, 2014, August 13, 2014 (Accessibility Review) June 12, 2014(Accessibility Review) ; **Boucher & James, Inc.** letters dated July 30, 2014, June 5, 2014; **Montgomery Township Planning Commission** comments dated July 17, 2014; **Montgomery County Planning Commission** comments dated June 12, 2014; **Traffic Planning and Design, Inc.** letters dated August 4, 2014, June 9, 2014; **Montgomery Township Fire Marshal's Office** comments dated August 4, 2014, June 16, 2014, **Montgomery Township Police Department** comments dated May 13, 2014; **Montgomery Township Zoning Review** dated August 1, 2014 and **Kenneth Amey's** letter dated June 12, 2014,.
2. The Applicant shall enter into a Land Development Agreement and post financial security for all public improvements to the satisfaction of the Township Engineer and Township Solicitor for each phase of this development. As used herein, the term "public improvements" shall include, but shall not be limited to, streets, parking areas, drive aisles, curbs, water mains, sanitary sewer pipes, manholes and appurtenances thereto, storm water facilities, rain gardens (best management practice) and appurtenances, grading, erosion and sediment control, lighting, required trees, shrubs and landscape buffering, monuments, pins and sidewalks. The record plan shall indicate phasing if required. Public improvements shall require financial security be posted in the amount of 15% of the total public improvement cost, regardless of whether such public improvements are dedicated to the Township, for a period not less than 18 months after Township Engineer approval. If the end of maintenance period for trees and other plantings ends outside the time period specified in 205-49, the maintenance period shall be extended to comply with this requirement and the appropriate financial security shall be provided to the satisfaction of the Township Solicitor.
3. The Applicant shall satisfy the requirements of all Montgomery Township Codes, the Montgomery Township Municipal Sewer Authority and North Wales Water Authority. A copy of the Authorities' permits and/or agreements from the above must be provided to the Township.
4. The Applicant shall be responsible for payment of all Township Consultant fees related to this project.

5. The Applicant shall be responsible for obtaining all other Regulatory Authority Permits having jurisdiction over this project.
6. All future development of this parcel shall be subject to new application and approval by the Board of Supervisors.
7. The Applicant acknowledges that Section 205-116 of the SALDO provides for the payment of a fee in lieu of the dedication of parkland for park and recreation purposes. The Applicant hereby agrees to accept the provisions of Section 205-116(A) (2) of the SALDO providing for the payment of \$.50 per square foot for nonresidential development or use up to 10,000 square feet and \$.25 per square foot over 10,000 square feet. This fee must be paid prior to the submission of an application for a building permit.
8. The applicant must comply with the Opinion and Order of the Zoning Hearing Board dated May 6, 2014.

BE IT FURTHER RESOLVED that the following waivers are granted to the extent that they concur with the recommendation of the consultants:

1. Section 205-52.A – A waiver is requested from the requirement for street trees. *(The consultants have no objection to this waiver request as long as the plant material required to meet this ordinance section is planted elsewhere or a fee in lieu is provided. Two street trees are required.)*
2. Section 205-52.B(3)(a) – A waiver is requested from the requirements for softening buffers. The applicant requests to reduce the width of the buffer. *(The consultants have no objection to this waiver request.)*
3. Section 205-52.B(4)(a) – A waiver is requested from the requirements for softening buffers. The applicant requests to reduce the quantity of trees and shrubs required in the buffer. *(The consultants have no objection to this waiver request as long as the plant material required to meet this ordinance section is planted elsewhere or a fee in lieu is provided. Fifteen additional shade trees are required.)*
4. Section 205-52.B(5)(a) – A waiver is requested from the requirements for evergreen plants within the softening buffer. The applicant requests that the requirement that not more than 20% of the plants in the softening buffer be evergreens be waived. *(The consultants have no objection to this waiver request.)*
5. Section 205-52.D(1)(d) – A waiver is requested from the requirement for parking area landscaping and planting islands at the end of each parking row. The applicant requests that the requirements that planting islands be placed at the end of each parking row and for raised concrete curbing around parking islands be waived. *(The*

consultants have no objection to this waiver request.)

6. Section 205-52.D(1)(e)- A waiver is requested from parking area landscaping and the requirement for 1 shade tree per parking island. The applicant requests that the requirement for 1 shade tree per parking island be waived. *(The consultants have no objection to this waiver request as long as the plant material required to meet this ordinance section is planted elsewhere or a fee in lieu is provided. One additional shade tree is required.)*
7. Section 205-52.G – A waiver is requested from the requirement regarding individual lot landscaping. The applicant requests a reduction of the number of trees and shrubs required. *(The consultants have no objection to this waiver request as long as the plant material required to meet this ordinance section is planted elsewhere or a fee in lieu is provided. One additional shade tree is required.)*
8. Section 205-52.D.(1)(a) and Table 1 – A waiver is requested regarding the requirement to provide parking area landscaping. The applicant requests to substitute flowering trees for shade trees. ***(The consultants have indicated that this waiver is not required as shade trees have been used to meet the parking area landscaping requirement.)***
9. Section 205-10.H(7)(b) – A waiver from the requirement for handicapped parking spaces to be a minimum width of 12 feet. The applicant proposes an 8 foot wide parking space width, which meets the Federal Standards. *(The consultants have no objection to this waiver request.)*
10. Section 205-17.D – A waiver is requested from the requirement for curbing. The applicant requests to not install curbing along the Eastern and Southern edges of the parking area. This will allow the stormwater runoff to have a sheet flow over a planted area for filtration versus a concentrated flow which would lead to erosion. *(The consultants have no objection to this waiver request as it will allow sheet flow from paved areas into grass areas, providing toward water quality.)*
11. Section 205-78.B(1) – A waiver is requested from the requirement to show existing features within 400 feet of the property. The applicant proposes to provide a photo overlay plan depicting the project area in lieu of the existing features plan. *(The consultants have no objection to this waiver request.)*
12. Section 205-102 – A waiver is requested from the requirement to provide a traffic management study. *(The consultants have no objection to this waiver request as the site will not generate significant traffic when compared to the adjacent roadway and the building footprint is smaller than the previous use.)*
13. Section 205-10.H(6) – A waiver is requested from the requirement for off-street loading areas. *(The consultants have no objection to this waiver request due to the fact that there are no regular deliveries or shipments of goods, merchandise or equipment to the site by semitrailer trucks.)*

14. Section 205-24.A – a waiver is requested from the requirement for street lighting. The applicant is requesting a waiver as existing lighting is not currently provided along Bethlehem Pike. *(The consultants have no objection to this waiver request.)*
15. Section 205 Appendix BB – A waiver is requested from the requirement regarding water quality. The applicant requests to waive the requirement to control the runoff volume for the post development one-year, 24 hour design storm, due to site constraints, the reduction of impervious surface and improved conditions along Route 309. *(The consultants have no objection to a partial waiver request as the applicant is reducing the amount of impervious coverage at the site and providing areas where runoff flows over grass areas before leaving the site. While narrow in some areas this is an improvement over existing conditions. Also, 19 trees are proposed to be planted. The intent of the ordinance is met, while not strictly meeting the requirement of the ordinance. A partial waiver for reduction of impervious, filter strips and 19 new trees in lieu of detaining the one year storm.)*

This Resolution shall become effective on the date upon which all of the above stated conditions are accepted by the Applicant in writing. If, for any reason, the Applicant fails to acknowledge the acceptance of the conditions contained in this Resolution within ten (10) days from the date of this Resolution, then the Preliminary/Final Plan approval granted herein shall become null and void, the waivers requested shall be deemed denied, and the plan shall be denied for failure to comply with Sections of the Township Zoning Ordinance and/or Township Subdivision and Land Development Ordinance for the reasons cited herein or as set forth in the letters referenced herein.

DULY PRESENTED AND ADOPTED by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, at a public meeting held this 25th day of August, 2014.

MOTION BY:

SECOND BY:

VOTE:

The above conditions are agreed to by the applicant this _____

day of _____, 2014.

Applicant Signature

xc: Applicant, F. Bartle, R. Dunlevy, B. Shoupe, M. Stoerrle, K. Johnson, J. Stern-Goldstein,
MCPC, Minute Book, Resolution File, File

EXHIBIT "A"

PLANS

<u>DESCRIPTION</u>	<u>ORIGINAL DATE</u>	<u>REVISED DATE</u>
1. Cover Sheet	2/25/14	7/22/14
2. Penn Dot Construction Sheet	5/8/14	7/22/14
3. Typical Traffic Control Plans	6/2/14	7/22/14
4. Typical Traffic Control Notes	6/2/14	7/22/14
5. Aerial Photo Plan		7/22/14
6. Existing Conditions & Demolition Plan	2/25/14	7/22/14
7. Existing Utilities Demolition Plan	5/8/14	7/22/14
8. Soil Erosion Control Plan	5/8/14	7/22/14
9. Site Development Plan	2/25/14	7/22/14
10. Site Utilities Plan	5/8/14	7/22/14
11. Site Dimensional Plan	5/8/14	7/22/14
12. Site Lighting Plan		7/22/14
13. Truck Turning Maneuvers Plans		7/22/14
14. Soil Erosion Control Notes and General Notes	5/8/14	7/22/14
15. Soil Erosion Control Sections and Details	5/8/14	7/22/14
16. Site Sections and Details	5/8/14	7/22/14
17. Site Utilities Section and Details	5/8/14	7/22/14
18. Landscape Plan	5/8/14	7/22/14
19. Landscape Details and Specs	5/8/14	7/22/14



Associated

Consultants Incorporated

485 Devon Park Drive Suite 113 Wayne Pennsylvania 19087 tel 610 688 3980 fax 610 688 4566

August 18, 2014

Mr. Bruce Shoupe
Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

**Re: Kin Properties – Sprint Store
770 Bethlehem Pike, Montgomeryville
Waivers Requested
AEC Project No.: 0514.001**

Dear Mr. Shoupe:

The Applicant, Susteve, LLC c/o Kin Properties, requests the following fifteen (15) waivers from the Montgomery Township Subdivision and Land Development Ordinance (SALDO):

1. From Section 205-10.H(6) of the SALDO regarding off-street loading areas. The applicant requests to provide a five (5) foot wide striped area for loading in front of the store.
2. From Section 205-10.H(7)(b) of the SALDO regarding the minimum width of 12 feet for handicapped parking spaces. The proposed 8 foot wide parking stall with 8 foot wide aisle is the applicable federal standard.
3. From Section 205-17.D of the SALDO regarding curbs. The applicant requests to not install curbing along the eastern and southern edges of the parking area.
4. From Section 205-24.A of the SALDO regarding streetlighting. The applicant requests that the requirement to provide streetlighting be waived.
5. From Section 205-52.A of the SALDO regarding street trees. The applicant requests that the requirements to provide street trees be waived.
6. From Section 205-52.B(3)(a) of the SALDO regarding softening buffers. The applicant requests to reduce the quantity of trees and shrubs required in the buffer.
7. From Section 205-52.B(4)(a) of the SALDO regarding softening buffers. The applicant requests to reduce the width of the buffer.
8. From Section 205-52.B(5)(a) of the SALDO regarding evergreen plants in softening buffers. The applicant requests that the requirement that not more than 20% of plants in the softening buffer be evergreen be waived.
9. From Section 205-52.D(1)(a) and Table 1 of the SALDO regarding parking area landscaping. The applicant requests to substitute flowering trees for shade trees.
10. From Section 205-52.D(1)(d) of the SALDO regarding parking area landscaping. The applicant requests that the requirements that planting islands be placed at the end of each parking row and for raised concrete curbing around planting islands be waived.

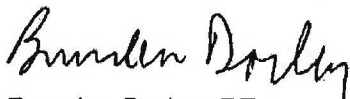
11. From Section 205-52.D(1)(e) of the SALDO regarding parking area landscaping. The applicant requests that the requirement for 1 shade tree per parking island be waived.
12. From Section 205-52.G and Minimum Planting Requirements Table 1 of the SALDO code regarding individual lot landscaping. The applicant requests to reduce the quantities of trees and shrubs required.
13. From Section 205-78.B(1) of the SALDO regarding the plan showing existing features within 400 feet of the property. The applicant requests to provide a photo overlay plan depicting the project area in lieu of the existing features plan.
14. From Section 205-102 of the SALDO regarding traffic management studies. The applicant requests that the requirement for a traffic management study be waived.
15. From Section 205 Appendix B.B of the SALDO regarding water quality requirements. The applicant requests to waive the requirement to control the runoff volume for the postdevelopment one-year, 24-hour design storm.

Waiver requests #1, #4, #14 and #15 have been added to the project in response to the latest township engineer's and traffic engineer's review letters. For waiver request #1, the Applicant is requesting a waiver from Section 205-10.H(6) due to the fact that they do not have regular deliveries or shipments of goods, merchandise or equipment to the site by semitrailer trucks. For waiver request #4, the Applicant is requesting a waiver from Section 205-24.A due to the fact that existing lighting is not currently provided along Bethlehem Pike in the property frontage limits. For waiver request #14, the Applicant is requesting a waiver from Section 205-17.D to eliminate curbs in two small areas which will allow the stormwater runoff to have a sheet flow over a planted area for filtration versus a concentrated flow which would lead to erosion. For waiver request #15, the Applicant is requesting a waiver from Section 205 Appendix B.B due to site constraints, the reduction of impervious surface, and improved conditions along Route 309. The site is an approved non-conforming site due to its size, 21,348 square feet versus 25,000 square feet. It currently has two entrances and asphalt paving all along the street. One driveway entrance is being closed and replaced with a new planting bed. The planting bed, along with the elimination of the curb along that edge of the parking, allows for more control of the stormwater runoff by allowing it to sheet flow over the planting bed and giving it a chance to infiltrate. Currently, the stormwater runoff is over asphalt directly to the street.

If you have any questions or need more information, please do not hesitate to call.

Sincerely,

Associated Engineering Consultants, Inc.



Brenden Dorley, PE
Project Engineer

cc: File

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Marita A. Stoerrle

From: Bruce S. Shoupe
Sent: Wednesday, August 20, 2014 10:22 AM
To: Marita A. Stoerrle
Subject: FW: Sprint Store Resubmission

Hi Marita

Let's finish this resolution up so I can get a draft copy out in the next 30 minutes.

Thanks

Bruce S. Shoupe
Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936
215-393-6920
Bshoupe@Montgomerytp.org



www.montgomerytp.org

From: Jim Dougherty [mailto:JDOUGHERTY@gilmore-assoc.com]
Sent: Wednesday, August 20, 2014 9:45 AM
To: Bruce S. Shoupe
Cc: 'bdorley@aeceng.net' (bdorley@aeceng.net)
Subject: RE: Sprint Store Resubmission

Bruce,

Waivers

1. Loading Zone – A loading zone of 5ft is not very practical and the location blocks several parking spaces. I recommend that the loading zone not be shown and a waiver requested. The site is not designed to be accessed by semitrailers nor are deliveries by semi-trailers expected. A waiver would be appropriate.
2. HC parking space width – support, proposed will be required to meet Federal ADA requirements.
3. Not install curb along eastern and southern perimeter of parking area – support, this will allow sheet flow from paved areas into grass areas, providing toward water quality.
13. Existing Features w/in 400 ft – support
15. Water Quality – The applicant is reducing the amount of impervious coverage at the site and providing areas where runoff flows over grass areas before leaving the site. While narrow in some areas this is an improvement over existing conditions. Also, 19 trees are proposed to be planted. We believe the intent of the ordinance is met, while not strictly meeting the requirement of the ordinance. We support a partial waiver (i.e. reduction of impervious, filter strips and 19 new trees in lieu of detaining 1 yr storm).

Marita A. Stoerrle

From: Platt, Joe <jplatt@trafficpd.com>
Sent: Tuesday, August 19, 2014 2:37 PM
To: Bruce S. Shoupe; 'Jim Dougherty'
Cc: Marita A. Stoerrle
Subject: RE: Sprint Store - Waiver Requests

Forgot about the streetlighting waiver, Waiver 4. TPD supports that request.

Joseph Platt, P.E., x2195
Senior Project Manager

From: Platt, Joe
Sent: Tuesday, August 19, 2014 12:51 PM
To: 'Bruce S. Shoupe'; Jim Dougherty
Cc: Marita A. Stoerrle
Subject: RE: Sprint Store - Waiver Requests

The justification for waiver request 14 (traffic study) appears to talk about waiver request 3 that has nothing to do with a traffic study.

Regardless, we don't object to the traffic study waiver, as 1- the building footprint is smaller than the previous use, 2- uses of this type only generate around 10 peak hr trips (which in comparison to the volume of Rt 309, is minimal) 3 - PennDOT did not require one as well

Joseph Platt, P.E., x2195
Senior Project Manager

From: Bruce S. Shoupe [<mailto:bshoupe@montgomerytwp.org>]
Sent: Tuesday, August 19, 2014 12:41 PM
To: Platt, Joe; Jim Dougherty
Cc: Marita A. Stoerrle
Subject: FW: Sprint Store - Waiver Requests

Hi Joe/Jim

Can you please review the attached waiver request letter for the proposed Sprint Store on Bethlehem Pike.

Please note the new paragraph at the end of this letter explaining their additional request.

I do not have any major concerns with these requests, but need you input.

This plan is proposed for the Board's meeting next Monday night.

Thank you for your help on this.

Bruce S. Shoupe
Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Marita A. Stoerrle

From: Platt, Joe <jplatt@trafficpd.com>
Sent: Tuesday, August 19, 2014 12:51 PM
To: Bruce S. Shoupe; Jim Dougherty
Cc: Marita A. Stoerrle
Subject: RE: Sprint Store - Waiver Requests

The justification for waiver request 14 (traffic study) appears to talk about waiver request 3 that has nothing to do with a traffic study.

Regardless, we don't object to the traffic study waiver, as 1- the building footprint is smaller than the previous use, 2- uses of this type only generate around 10 peak hr trips (which in comparison to the volume of Rt 309, is minimal) 3 – PennDOT did not require one as well

Joseph Platt, P.E., x2195
Senior Project Manager

From: Bruce S. Shoupe [mailto:bshoupe@montgomerytp.org]
Sent: Tuesday, August 19, 2014 12:41 PM
To: Platt, Joe; Jim Dougherty
Cc: Marita A. Stoerrle
Subject: FW: Sprint Store - Waiver Requests

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Can you please review the attached waiver request letter for the proposed Sprint Store on Bethlehem Pike.

Please note the new paragraph at the end of this letter explaining their additional request.

I do not have any major concerns with these requests, but need you input.

This plan is proposed for the Board's meeting next Monday night.

Thank you for your help on this.

Bruce S. Shoupe
Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936
215-393-6920
Bshoupe@Montgomerytp.org



www.montgomerytp.org

From: Brenden Dorley [mailto:bdorley@aeceng.net]
Sent: Tuesday, August 19, 2014 12:22 PM

Bruce S. Shoupe

From: Valerie Liggett <vliggett@bjengineers.com>
Sent: Tuesday, August 05, 2014 8:02 AM
To: Marita A. Stoerrle
Cc: Judy Stern Goldstein; Jim Dougherty; Bruce S. Shoupe
Subject: Kin Properties/Sprint Waiver Requests

Marita;

Here are our responses to the Sprint Store Waiver Requests:

2. From Section 205-52.A of the SALDO Code regarding street trees. The applicant requests that the requirements to provide street trees be waived. *The consultant has no objection to this waiver request so long as the plant material required to meet this ordinance section is planted elsewhere a fee-in-lieu is provided. **Two (2) street trees are required.***
3. From Section 205-52.B(3)(a) of the SALDO Code regarding softening buffers. The applicant requests to reduce the quantity of trees and shrubs required in the buffer. *The consultant has no objection to this waiver request so long as the plant material required to meet this ordinance section is planted elsewhere a fee-in-lieu is provided. **Fifteen (15) additional shade trees are required.** In addition, the ordinance section should be referenced correctly as SLDO Section 205-52.B(4)(a).*
4. From Section 205-52.B(4)(a) of the SALDO Code regarding softening buffers. The applicant requests to reduce the width of the buffer.
The consultant has no objection to this waiver request. However, the ordinance section should be referenced correctly as SLDO Section 205-52.B(3)(a).
5. From Section 205-52.B(5)(a) of the SALDO Code regarding evergreen plants in the softening buffers. The applicant request that the requirement that not more than 20% of the plants in the softening buffer be evergreen be waived. *The consultant has no objection to this waiver request.*
6. From Section 205-52.D(1)(a) and Table 1 of the SALDO Code regarding parking area landscaping. The applicant requests to substitute flowering trees for shade trees. *This waiver is not required, as shade trees have been used to meet the parking area landscaping requirement.*
7. From Section 205-52.D(a)(d) of the SALDO Code regarding parking area landscaping. The applicant request that the requirements that planting islands be placed at the end of each parking row and for raised concrete curbing around planting islands be waived. *The constultant has no objection to this waiver request.*
8. From Section 205-52.D(1)(e) of the SALDO Code regarding parking area landscaping. The applicant request that the requirement for 1 shade tree per parking island be waived. *The consultant has no objection to this waiver request so long as the plant material required to meet this ordinance section is planted elsewhere a fee-in-lieu is provided. **One (a) additional shade tree is required.***
9. From Section 205-52.G and Minimum Planting Requirements Table 1 of the SALDO Code regarding individual lot landscaping. The applicant requests to reduce the quantities of trees and shrubs required. *The consultant has no objection to this waiver request so long as the plant material required to meet this ordinance section is planted elsewhere a fee-in-lieu is provided. **One (a) additional shade tree is required.***

Nineteen (19) Shade Trees x \$350 = \$6,650

Let me know if you have any questions.

Val



Valerie L. Liggett, ASLA, R.L.A.
ISA Certified Arborist®
Planner / Landscape Architect
Boucher & James, Inc.

1456 Ferry Road
Doylestown, PA 18901
E-mail: vliggett@bjengineers.com
Internet: www.bjengineers.com
Tel: 215-345-9400 - Fax: 215-345-9401

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GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

August 4, 2014

File No. 14-03038

Bruce S. Shoupe, Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

Reference: 770 Bethlehem Pike – LD/S #676
Tax Parcel #46-00-00367-00-1 &
#46-00-00367-10-9

Dear Bruce:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the preliminary/final land development plans for the above-referenced project and offers the following comments for consideration by the Montgomery Township Board of Supervisors:

I. SUBMISSION

- A. Preliminary/Final Land Development Plans, as prepared by Associated Engineering Consultants, Inc., nineteen (19) sheets, dated February 25, 2014, last revised July 22, 2014.
- B. Response letter, dated July 22, 2014, to the original Land Development and Accessibility Reviews, dated June 12, 2014.
- C. Stormwater Runoff Calculations, as prepared by Associated Engineering Consultants, Inc., dated July 22, 2014.

II. GENERAL

The subject property (Tax Parcel Nos. 46-00-00367-00-1 & 46-00-00367-10-9), owned by Susteve, LLC c/o Kin Properties, is located at 770 Bethlehem Pike. The site contains an existing building, asphalt parking lot and two driveways providing access to Bethlehem Pike. The site is within the Commercial (C) Zoning District and the intended use is Retail, which is a permitted use. The total tract area is 21,348 S.F. The project proposes to demolish the existing 4,632 square foot building and parking lot and construct a new 3,179 square foot building, parking lot and consolidated single access to Bethlehem Pike (S.R. 0309). No stormwater management is proposed with this application. The site is intended to be served by public water and sewer.

III. REVIEW COMMENTS

A. Zoning Ordinance

The Applicant was granted the following variances from the Zoning Ordinance by the Zoning Hearing Board on May 6, 2014. We note the Opinion and Order of the Township Zoning Hearing Board was not available at the time of this letter. Additional information may become available upon issuance of the Opinion and Order.

- 1. §230-77.A(2) – To permit a lot area of 21,348 square feet which is below the minimum permitted lot area of 25,000 square feet.

BUILDING ON A FOUNDATION OF EXCELLENCE

2. §230-78.A – To permit landscape buffers less than the required 25 foot width, buffers of between 5 and 13 feet will be provided.
3. §230-134.D – To permit non-conformance with the landscaping requirements of the Subdivision and Land Development Ordinance.

We have the following comments based on our review of this application for conformance with the Township Zoning Ordinance:

1. §230-78.G & §230-136 – Adequate off-street loading area is required and shall be indicated on the plans. Standards regarding off-street loading areas are within section 205-10.H(6) of the Township Subdivision and Land Development Ordinance.
2. §230-131 – We note that all proposed signs must be reviewed and approved under a separate sign permit and are not approved as part of the land development plans.

B. Subdivision and Land Development Ordinance

The Applicant is requesting the following waivers from the Subdivision and Land Development Ordinance (SALDO):

1. §205-10.H(7)(b) – A waiver is requested from the requirement to provide a minimum width of twelve (12) feet for handicapped parking spaces. The applicant requests eight (8) feet wide handicapped parking spaces as per federal standards. We recommend consideration of this waiver.
2. §205-17.D – Curbs are not currently proposed to enclose the on-site parking area. A waiver has been requested to only provide curb along the northern and western side of the lot. We do not support this waiver. It would be preferable to install curb around the entire parking lot area with the addition of curb cuts to allow the runoff to flow into the landscaped areas.
3. §205-52.A – A waiver is requested from the requirement to provide street trees. We defer the recommendation regarding this waiver to the Township Landscape Architect.
4. §205-52.B.4(a) – A waiver is requested from the requirements for softening buffers. The Applicant requests narrower buffer widths and an appropriate reduction in the quantity of plantings. A Zoning Variance was granted to permit landscape buffers less than 25 feet in width. We defer review of the quantity and configuration of the landscape plantings to the Township Landscape Architect.
5. §205-52.B.5(a) – Not more than 20% of plants in the softening buffer shall be evergreen. The applicant has requested this requirement be waived. We defer the recommendation regarding this waiver request to the Township Landscape Architect.
6. §205-52.D(1)(a) – A waiver is requested regarding the requirement for parking area landscaping. The Applicant requests to substitute flowering trees for shade trees. We defer the recommendation regarding this waiver request to the Township Landscape Architect.
7. §205-52.D(1)(d) – A waiver is requested from the requirement for parking area landscaping and planting islands at the end of each parking row. We defer the recommendation regarding this waiver request to the Township Landscape Architect.
8. §205-52.D(1)(e) – A waiver is requested from parking area landscaping and the requirement for 1 shade tree per parking island. We defer the recommendation regarding this waiver request to the Township Landscape Architect.
9. §205-52.G – A waiver is requested regarding the individual lot landscaping requirements. The Applicant requests to reduce the quantities of trees and shrubs required. We defer the recommendation regarding this waiver request to the Township Landscape Architect.

10. §205-78.B.(1) – A waiver is requested from the requirement to provide existing features within 400 feet of the property. The applicant has provided an aerial photo in lieu of the existing features plan. We support this waiver request.

Based on our review, the following items do not appear to comply with the Subdivision and Land Development Ordinance (SALDO). Upon further development of the plans, additional items may become apparent.

1. §205-10.H(6) – Loading space shall be provided for retail uses requiring the regular delivering or shipping of goods, merchandise or equipment to the site by semitrailer truck. The applicant has indicated that the proposed use will not be serviced by semitrailer trucks. The Township Code Officer should determine if a loading space is required to be shown on the plan. The applicant has provided a loading space; however, the location and size of the area does not appear adequate. At five feet wide the space is not large enough to accommodate vehicles. The location blocks access to several parking spaces. If a loading space is required; an area of adequate width at an alternative location shall be provided. The applicant shall coordinate the location with the Township Fire Marshal. A waiver may be required.
2. §205-32.F – At the time the Applicant applies for a building permit, a review of the plan shall be conducted by the Township Engineer to verify conformance with the approved plans.

C. Stormwater Management

Based on our review, the following items do not appear to comply with the Subdivision and Land Development Ordinance (SALDO) Sections 205-18, including Appendix B (Ord. No. 97-72-S), and 205-18.1. Upon further development of the plans, additional items may become apparent.

1. §205-18 & §205-18.A.(8) – The location of the roof drains are shown to discharge toward the adjacent property. We recommend a swale or underground pipe along the southern property line, directed toward the proposed BMP at the front of the property to ensure the runoff from the roof leaders does not flow onto the adjacent property.
2. §205-18.1.C.(1), §205-29 and §205 Appendix B – The Pennsylvania Department of Environmental Protection (DEP) requires that an erosion and sediment control plan be provided for any earth disturbance activity of 5,000 square feet or more. Since the project consists of 22,060 square feet of disturbance, the Applicant shall obtain an approval letter from the Montgomery County Conservation District (MCCD) and a copy of the letter shall be provided to both the Township and our office.
3. §205 Appendix B.B. – The water quality requirements of the township are such that the post-development runoff volume generated from the one-year, 24-hour design storm shall be controlled so that it is released over a minimum of 24 hours. The applicant has indicated the sandy soil mixture in the front of the property will satisfy the water quality requirement but an analysis demonstrating compliance has not been provided. Calculations demonstrating compliance with the Township water quality requirements. In addition, the Applicant shall perform infiltration tests in the front of the property if infiltration will be used to meet the water quality requirement.

D. General

1. The Applicant shall obtain all required approvals, permits, declarations of restrictions and covenants, etc. (i.e., PennDOT, MCPC, MCCD, Montgomery Township Municipal Sewer Authority, North Wales Water Authority, MCDH, DRBC, Fire Marshal, etc.). Copies of these approvals and permits shall be submitted to the Township and our office with the final application.

2. The text inside the building footprint on page C1.3 (8 of 19) appears to overlap and is difficult to read. This should be revised.

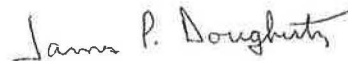
In order to help expedite the review process of the resubmission of the plan, the Applicant should submit a response letter which addresses each of the above comments. Changes that have been made to the application that are unrelated to the review comments should also be identified in the response letter.

If you have any questions regarding the above, please contact this office. If you have any questions regarding the above, please contact this office.

Sincerely,



Russell S. Dunlevy, P.E.
Executive Vice President
Township Engineers



James P. Dougherty, P.E.
Gilmore & Associates, Inc.
Township Engineers

RSD/jpd/sl

cc: Lawrence J. Gegan, Manager – Montgomery Township
Marita A. Stoerrle, Development Coordinator – Montgomery Township
Marianne McConnell, Deputy Zoning Officer – Montgomery Township
Frank R. Bartle, Esq., Solicitor – Dischell Bartle & Dooley, PC
Thomas F. Zarko, P.E., Sewer Authority Engineer – CKS Engineers, Inc.
Kevin Johnson, P.E. – Traffic Planning & Design, Inc.
Judith Stern Goldstein, ASLA, R.L.A. – Boucher & James, Inc.
Ken Amey, AICP
Brendan Dorley, P.E. – Associated Engineering Consultants, Inc.
Sanford Sandelman, Applicant – Susteve, LLC. c/o Kin Properties, Inc.



GILMORE & ASSOCIATES, INC.

ENGINEERING & CONSULTING SERVICES

June 12, 2014

File No. 14-03038

Bruce S. Shoupe, Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

Reference: 770 Bethlehem Pike – LD/S #676
Tax Parcel #46-00-00367-00-1 &
#46-00-00367-10-9

Dear Bruce:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the preliminary/ final land development plans for the above-referenced project and offers the following comments for consideration by the Montgomery Township Board of Supervisors:

I. SUBMISSION

- A. Preliminary/ Final Land Development Plans, as prepared by Associated Engineering Consultants, Inc., fourteen (14) sheets, dated February 25, 2014, last revised May 8, 2014.
- B. Application for Subdivision & Land Development, Dated May 8, 2014.
- C. Subdivision & Land Development Checklist.

II. GENERAL

The subject property (Tax Parcel Nos. 46-00-00367-00-1 & 46-00-00367-10-9), owned by Susteve, LLC c/o Kin Properties, is located at 770 Bethlehem Pike. The site contains an existing building, asphalt parking lot and two driveways providing access to Bethlehem Pike. The site is within the Commercial (C) Zoning District and the intended use is Retail, which is a permitted use. The total tract area is 21,348 S.F. The project proposes to demolish the existing 4,632 square foot building and parking lot and construct a new 3,179 square foot building, parking lot and consolidated single access to Bethlehem Pike (S.R. 0309). No stormwater management is proposed with this application. The site is intended to be served by public water and sewer.

III. REVIEW COMMENTS

A. Zoning Ordinance

The Applicant was granted the following variances from the Zoning Ordinance by the Zoning Hearing Board on May 6, 2014. We note the Opinion and Order of the Township Zoning Hearing Board was not available at the time of this letter. Additional information may become available upon issuance of the Opinion and Order.

1. §230-77.A(2) – To permit a lot area of 21,348 square feet which is below the minimum permitted lot area of 25,000 square feet.
2. §230-78.A – To permit landscape buffers less than the required 25 foot width, buffers of between 5 and 13 feet will be provided.

3. §230-134.D – To permit non-conformance with the landscaping requirements of the Subdivision and Land Development Ordinance.

We have the following comments based on our review of this application for conformance with the Township Zoning Ordinance:

1. §230-78.F - An outdoor waste disposal area is not indicated on the plans. If waste is to be stored indoors, a note stating such, including a reference to this section of the Township Zoning Ordinance, shall be added to the plan.
2. §230-78.G - Adequate off-street loading area is required and shall be indicated on the plans. Standards regarding off-street loading areas are within section 205-10.H(6) of the Township Subdivision and Land Development Ordinance.
3. §230-131 – We note that all proposed signs must be reviewed and approved under a separate sign permit and are not approved as part of the land development plans. We note the sign is indicated to be 5 feet high in the zoning requirements table. However, the sign is mounted on posts and appears to be 15 feet high (as defined in §230-123). The zoning requirements table shall be updated to reflect the conditions on the site.

. B. Subdivision and Land Development Ordinance

The Applicant is requesting the following waivers from the Subdivision and Land Development Ordinance (SALDO):

1. §205-17.D – A waiver is requested from the requirement to provide curbs enclosing the parking area. We do not support this waiver, it would be preferable to install curbs to prevent vehicles damaging the edge of pavement and traversing onto the landscaped areas of the lot.
2. §205-52.B – A waiver is requested from the requirements for softening buffers. The Applicant requests narrower buffer widths and an appropriate reduction in the quantity of plantings. A Zoning Variance was granted to permit landscape buffers less than 25 feet in width. We defer review of the quantity and configuration of the landscape plantings to the Township Landscape Architect.
3. §205-52.D(1)(d) – A waiver is requested from the requirement for parking area landscaping and planting islands at the end of each parking row. We defer the recommendation regarding this waiver request to the Township Landscape Architect.
4. §205-52.D(1)(e) – A waiver is requested from parking area landscaping and the requirement for 1 shade tree per parking island. We defer the recommendation regarding this waiver request to the Township Landscape Architect.

Based on our review, the following items do not appear to comply with the Subdivision and Land Development Ordinance (SALDO). Upon further development of the plans, additional items may become apparent.

1. §205-10.G - Driveway access to state highways is subject to the permit process of PennDOT. All driveways are subject to the Township standards and requirements. We defer review of the driveway modifications to the Township Traffic Engineer.
2. §205-10.G(9) & §205-10.H(5) – Driveways and aisle where illegal parallel parking is possible shall be posted with signs reading “No parking by order of the Fire Marshal.”
3. §205-10.H(6) – Loading space shall be provided for retail uses requiring the regular delivering or shipping of goods, merchandise or equipment to the site by semitrailer truck.
4. §205-15 – Lot corners shall be marked by permanent markers to be set by the developer at all corners of the subject property. Currently, only the southwest property corner is marked with a concrete monument.

5. §205-17.D – Curbs are not currently proposed to enclose the on-site parking area. A waiver has been requested. We do not support this waiver. It would be preferable to install curb to prevent vehicles from encroaching on the landscaped areas on site. A detail for concrete wheel stop (5 on sheet C3.2) is provided but their locations are not indicated on the plan sheets.
6. §205-24 – A lighting plan was not provided with this submission. If lighting is proposed, a lighting plan shall be provided. Review of any proposed lighting is deferred to the Township Lighting Engineer.
7. §205-28.A – No person shall commence or perform any grading, excavation, fill, topsoil removal or removal of vegetative cover without first having obtained a grading permit from the Township Zoning Officer upon the recommendation of the Township Engineer. The applicant will need to apply for a grading permit prior to construction.
8. §205-28.D(2) – After grading there shall be a minimum of eight inches of topsoil on the entire site other than that portion where there are buildings or other impervious surface coverage. A note shall be added to the plans regarding this requirement. Additionally, a detail shall be added to the plans indicating that existing impervious areas shall be excavated to a minimum depth of eight inches and replaced with topsoil.
9. §205-32.F – At the time the Applicant applies for a building permit, a review of the plan shall be conducted by the Township Engineer to verify conformance with the approved plans.
10. §205-51 – We defer the review of the Landscape Plan to the Montgomery Township Landscape Architect.
11. §205-78.B.(1) – The location, names, and widths of streets, alleys, including existing streets; the location and names of railroads, location of property lines and names of owners; and the location of watercourses, sanitary sewers, storm drains and similar features within 400 feet of any part of the land to be subdivided. The plan must show the location and size of all watercourses and the boundaries of the floodplain areas utilizing base flood level and regulatory flood elevation data available from federal, states and other sources. We would support a waiver from this requirement provided the Applicant includes a Photo Overlay Plan, depicting the project area.
12. §205-79.B.(2)(c) – The property owner to the west of the site to be developed is not provided.
13. §205-79.B.(3) – The certifications provided in this section shall be added to the Site Development Plan (Sheet C2.1) and any sheets which are to be recorded.

C. Stormwater Management

Based on our review, the following items do not appear to comply with the Subdivision and Land Development Ordinance (SALDO) Sections 205-18, including Appendix B (Ord. No. 97-72-S), and 205-18.1. Upon further development of the plans, additional items may become apparent.

1. §205-18.A.(8) – The location of proposed roof drain discharges shall be shown on the plan to ensure they will not discharge onto the sidewalk or paved areas.
2. §205-18.1.C.(1), §205-29 and §205 Appendix B – The Pennsylvania Department of Environmental Protection (DEP) requires that an erosion and sediment control plan be provided for any earth disturbance activity of 5,000 square feet or more. Since the project consists of 22,060 square feet of disturbance, the Applicant shall obtain an approval letter from the Montgomery County Conservation District (MCCD) and a copy of the letter shall be provided to both the Township and our office.
3. §205 Appendix B. – The subject property is within the Little Neshaminy Creek Watershed. Stormwater management is required for this project and runoff from the site shall be controlled based on the requirements established in this section. Post development runoff

for the range of storms up to and including the 100-year storm (i.e. 2-yr., 5-yr., 10-yr., 25-yr., 50-yr. & 100-yr. storms) shall be controlled to a post development runoff release rate of 100% of the predevelopment runoff rate. Post development runoff must also meet the water quality criteria for the 1-year storm.

D. General

1. The Applicant shall obtain all required approvals, permits, declarations of restrictions and covenants, etc. (i.e., PennDOT, MCPC, MCCD, Montgomery Township Municipal Sewer Authority, North Wales Water Authority, MCDH, DRBC, Fire Marshal, etc.). Copies of these approvals and permits shall be submitted to the Township and our office with the final application.
2. General Notes Asphalt Paving Note 4 on Sheet 9 indicates that all parking lot striping shall be 3 inches wide and white; however, the Enlarged Front Parking Striping Plan detail (1/C3.2) on Sheet 11 indicates that striping shall be 4 inch wide white or blue for the accessible parking space. The note shall be consistent with the detail.


In order to help expedite the review process of the resubmission of the plan, the Applicant should submit a response letter which addresses each of the above comments. Changes that have been made to the application that are unrelated to the review comments should also be identified in the response letter.

If you have any questions regarding the above, please contact this office. If you have any questions regarding the above, please contact this office.

Sincerely,



Russell S. Dunlevy, P.E.
Executive Vice President
Township Engineers



James P. Dougherty, P.E.
Gilmore & Associates, Inc.
Township Engineers

RSD/jpd/sl

cc: Lawrence J. Grogan, Manager – Montgomery Township
Marita A. Stoerrle, Development Coordinator - Montgomery Township
Marianne McConnell, Deputy Zoning Officer - Montgomery Township
Frank R. Bartle, Esq., Solicitor – Dischell Bartle & Dooley, PC
Thomas F. Zarko, P.E., Sewer Authority Engineer – CKS Engineers, Inc.
Kevin Johnson, P.E. – Traffic Planning & Design, Inc.
Judith Stern Goldstein, ASLA, R.L.A. – Boucher & James, Inc.
Ken Amey, AICP
Brendan Dorley, P.E. – Associated Engineering Consultants, Inc.
Sanford Sandelman, Applicant – Susteve, LLC. c/o Kin Properties, Inc.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

August 13, 2014

File No. 14-03038

Bruce S. Shoupe, Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

Reference: 770 Bethlehem Pike – LD/S #676
Tax Parcel #46-00-00367-00-1 &
#46-00-00367-10-9

Dear Bruce:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the final land development plans associated with the above-referenced project for accessibility. The review was completed in accordance with the requirements of the current Uniform Construction Code for the site only and did not include doors, doorways, or any interior elements. We offer the following comments for consideration by the Montgomery Township Board of Supervisors:

I. SUBMISSION

- A. Final Land Development Plans, as prepared by Associated Engineering Consultants, Inc., nineteen (19) sheets, dated February 25, 2014, last revised July 22, 2014.

II. ACCESSIBILITY REVIEW COMMENTS

Based on our review the following items do not appear to comply with the 2012 International Building Code (IBC) and/or the ICC/ANSI A117.1-2009 Accessible and Usable Buildings and Facilities (ICC) standard:

1. IBC §1104.2 & ICC §304 – Additional grading and dimensional information shall be provided to show that turning spaces, in compliance with the requirements of this section, are provided where turning movements occur along the accessible route. This shall also be provided where the sidewalk turns at the ends of the proposed row of 11 parking spaces. The outer one inch of curb cannot be considered part of the turning space since the radius does not comply with the changes in level requirements.
2. IBC §1106.6 – Accessible parking spaces shall be located on the shortest accessible route of travel to an accessible building entrance. It appears that a shorter accessible route is feasible with the current parking configuration if the accessible parking space and related access aisle were located in the two eastern most parking spaces in the proposed row of 11 parking spaces. This accessible route shall be reviewed by the design engineer and the accessible parking space and access aisle shall be relocated accordingly if it provides a shorter accessible route.

BUILDING ON A FOUNDATION OF EXCELLENCE

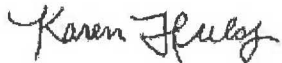
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3. ICC §404 – We continue to defer the review of Doors and Doorways to the Township's Building Code Official, including confirmation that adequate clear width is maintained at accessible building entrances.
4. ICC §705 – The detectable warning note included with the Depressed Handicapped Walkway Details (2/C3.2) on Sheet 16 shall be revised to reference a top diameter of 50 percent minimum to 65 maximum of the base diameter.

Please note that due to the nature and amount of revisions that will be made to the plans, additional comments may be forthcoming during future plan reviews. Also, in order to help expedite the review process of the plan resubmission, the Applicant should submit a response letter which addresses each of the above comments. Changes that have been made to the application that are unrelated to the review comments should also be identified in the response letter.

If you have any questions regarding the above, please contact this office.

Sincerely,



Karen M. Hulshizer, P.E.
Accessibility Inspector/Plans Examiner, Certification # 005027
Gilmore & Associates, Inc.

KMH/sl

cc: Lawrence J. Gregan, Manager – Montgomery Township
Marita A. Stoerle, Development Coordinator - Montgomery Township
Marianne McConnell, Deputy Zoning Officer - Montgomery Township
Frank R. Bartle, Esq., Solicitor – Dischell Bartle & Dooley, PC
Thomas F. Zarko, P.E., Sewer Authority Engineer – CKS Engineers, Inc.
Kevin Johnson, P.E. – Traffic Planning & Design, Inc.
Judith Stern Goldstein, ASLA, R.L.A. – Boucher & James, Inc.
Ken Amey, AICP
Brendan Dorley, P.E. – Associated Engineering Consultants, Inc.
Sanford Sandelman, Applicant – Susteve, LLC. c/o Kin Properties, Inc.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

June 12, 2014

File No. 14-03038

Bruce S. Shoupe, Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

Reference: 770 Bethlehem Pike – LD/S #676
Tax Parcel #46-00-00367-00-1 &
#46-00-00367-10-9

Dear Bruce:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the preliminary/final land development plans associated with the above-referenced project for accessibility. The review was completed in accordance with the requirements of the current Uniform Construction Code for the site only and did not include doors or any interior elements. We offer the following comments for consideration by the Montgomery Township Board of Supervisors:

I. SUBMISSION

- A. Preliminary/ Final Land Development Plans, as prepared by Associated Engineering Consultants, Inc., fourteen (14) sheets, dated February 25, 2014, last revised May 8, 2014.

II. ACCESSIBILITY REVIEW COMMENTS

Based on our review the following items do not appear to comply with the 2012 International Building Code (IBC) and/or the ICC/ANSI A117.1-2009 Accessible and Usable Buildings and Facilities (ICC) standard:

1. IBC §§1104.2 & 1105.1.3 – The intended use of the rear entrance shall be confirmed. Where restricted entrances are provided to a building, at least one restricted entrance to the building shall be accessible. If the rear access is required to be accessible, an accessible route shall be provided to connect it to the other accessible elements on the site.
2. IBC §1105.1 - At least 60 percent of all public entrances shall be accessible. The location of all proposed public and accessible building entrances shall be shown on the plans to confirm that this requirement has been met.
3. IBC §1106.6 – Accessible parking spaces shall be located on the shortest accessible route of travel to an accessible building entrance. Either the location of accessible parking space and access aisle shall be reversed or an accessible curb ramp shall be provided directly from the accessible parking space.

BUILDING ON A FOUNDATION OF EXCELLENCE

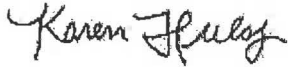
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4. IBC §1110.1 – If not all entrances are accessible, the plans shall be revised to provide signage at accessible entrances. The signage shall comply with UCC §703 and include the International Symbol of Accessibility.
5. IBC §1110.2 – If not all entrances are accessible, directional signage, indicating the route to the nearest like accessible entrance, shall be provided at inaccessible building entrances. The directional signs shall comply with UCC §703 and include the International Symbol of Accessibility.
6. ICC §303 – A note shall be added to the Concrete Sidewalk Details (6, 7, 8/C3.2) on Sheet 11 indicating that the change in height permitted between the curb, filler joint, and sidewalk along accessible routes shall be no more than 1/4 inch.
7. ICC §304 – Additional grading and dimensional information shall be provided to show that turning spaces, in compliance with the requirements of this section, are provided where turning movements occur along the accessible route. The outer one inch of curb cannot be considered part of the turning space since the radius does not comply with the changes in level requirements.
8. ICC §§403 & 406 – Additional grading and dimensional information shall be provided to show that the accessible routes meet the requirements of these walking surface or curb ramp sections. Though a general Depressed Handicap Walkway Details (2/C3.2) and Typical Depressed Handicapped Curb Section detail (3/C3.2) have been provided on Sheet 11, detailed grading information shall be provided for the proposed curb ramp.
9. ICC §404 – We defer the review of Doors and Doorways to the Township's Building Code Official, including confirmation that adequate clear width is maintained along the accessible routes between the accessible parking spaces and accessible building entrances.
10. ICC §502.5 – Additional grading information shall be provided to confirm that the proposed accessible parking space and access aisle do not have surface slopes steeper than 1:48.
11. ICC §502.7 – The Reserved Parking Sign Post Detail (10/C3.2) on Sheet 11 shall be revised to indicate the proposed mounting height shall be a minimum of 60 inches above the floor of the parking space, measured to the bottom of the van accessible sign.
12. ICC §705 – Since it appears that a detectable warning surface is proposed at the curb ramp, a detectable warning detail shall be provided in accordance with the requirements of this section.
13. We recommend the plans be revised to include a note stating that the plans must comply with the PAUCC.

Please note that due to the nature and amount of revisions that will be made to the plans, additional comments may be forthcoming during future plan reviews. Also, in order to help expedite the review process of the plan resubmission, the Applicant should submit a response letter which addresses each of the above comments. Changes that have been made to the application that are unrelated to the review comments should also be identified in the response letter.

If you have any questions regarding the above, please contact this office.

Sincerely,



Karen M. Hulshizer, P.E.
Accessibility Inspector/Plans Examiner, Certification # 005027
Gilmore & Associates, Inc.

KMH/si

cc: Lawrence J. Grogan, Manager – Montgomery Township
Marita A. Stoerle, Development Coordinator - Montgomery Township
Marianne McConnell, Deputy Zoning Officer - Montgomery Township
Frank R. Bartle, Esq., Solicitor – Dischell Bartle & Dooley, PC
Thomas F. Zarko, P.E., Sewer Authority Engineer – CKS Engineers, Inc.
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Judith Stern Goldstein, ASLA, R.L.A. – Boucher & James, Inc.
Ken Amey, AICP
Brendan Dorley, P.E. – Associated Engineering Consultants, Inc.
Sanford Sandelman, Applicant – Susteve, LLC. c/o Kin Properties, Inc.



Boucher & James, Inc.
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July 30, 2014

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

**SUBJECT: KIN PROPERTIES - SPRINT STORE
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
TOWNSHIP LD/S NO. 676
PROJECT NO. 1455275R**

Dear Mr. Gregan:

Please be advised that we have reviewed the Kin Properties Sprint Store Preliminary/Final Land Development Plan prepared by Associated Engineering Consultants Incorporated, dated February 25, 2014 and last revised July 22, 2014. The site fronts on Bethlehem Pike north of the intersection of Bethlehem Pike and North Wales Road, and is located within the C Commercial District.

The plans propose to demolish the existing structure and parking areas. A new structure and parking area are proposed. One of the driveway entrances is to be eliminated, and impervious coverage is to be reduced.

On May 6, 2014, the Zoning Hearing Board of Montgomery Township granted relief with respect to ZO Section 230-77.A(2) regarding lot size, ZO Section 230-78.A regarding the 25' buffer width and ZO Section 230-134.D, redevelopment within commercial districts complying with all applicable SLDO regulations, subject to terms and conditions of the ZHB decision.

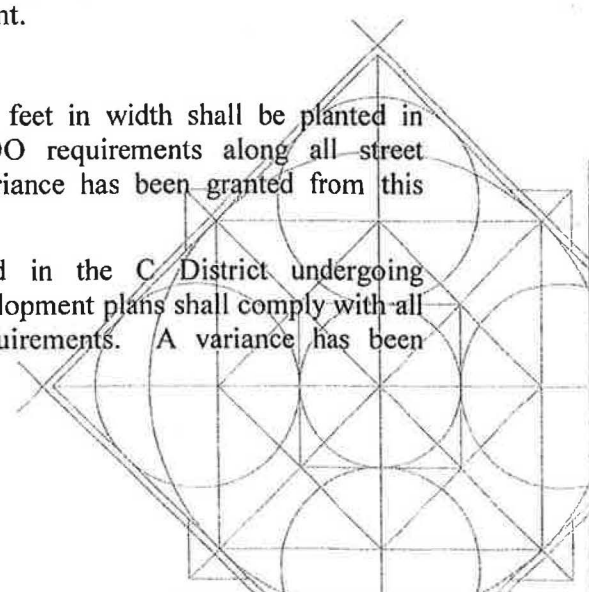
We offer the following comments for your consideration.

1. Landscape Plan Requirements

SLDO 205-51.A.18: a detailed cost estimate is to be attached to the final landscape plan submission after the Board of Supervisors has ruled on any requested waivers and shall be used for the preparation of the land development agreement.

2. Planting Requirements

- A. ZO 230-77.A: a planting area no less than 25 feet in width shall be planted in accordance with Montgomery Township SLDO requirements along all street frontage, side and rear boundary lines. A variance has been granted from this requirement.
- B. ZO Section 134.D: commercial uses located in the C District undergoing redevelopment requiring submission of land development plans shall comply with all applicable Montgomery Township SLDO Requirements. A variance has been granted from this requirement.



- C. SLDO 205-52.A: street trees are required for any land development as part of existing streets when they abut the land development. A waiver has been requested.
- D. SLDO 205-52.B(3)(a): plant material used in the softening buffer shall be located within 20 feet of the property line or right-of-way. A waiver has been requested. However, the section referenced in the waivers list on sheet C0.0 should be corrected.
- E. SLDO 205-52.B(4)(a): four shade trees and eight shrubs shall be planted for each 100 feet of property perimeter. The plans indicate that a total of 25 shade trees and 50 shrubs are required. However, a total of 26 shade trees and 52 shrubs are actually required. The plans should be revised to indicate the correct amount of required plant material. A waiver has been requested.
- F. SLDO 205-52.B(5)(a): not more than 20% of plants used to meet softening buffer requirements shall be evergreen. A waiver has been requested.
- G. SLDO 205-52.D(1)(d): raised continuous concrete curbing shall be required around all planting islands; raised planter islands shall be placed at the end of each row of parking spaces beginning and/or terminating at an internal circulation drive. No planting islands are proposed. A waiver has been requested.
- H. SLDO 205-52.D(1)(e): one shade tree shall be placed in each 290 SF of planting island. A waiver has been requested.
- I. SLDO 205-52.G(1)(b) and Table 1: one (1) shade tree is required per 5,000 SF of gross floor area to meet individual lot landscaping requirements. A waiver has been requested.

4. Recommended Plant List and Planting Standards and Guidelines

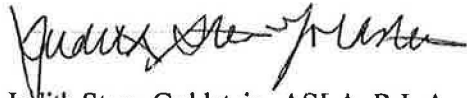
- A. SLDO 205-56.D: deciduous shrubs are required to be provided at a minimum of 30" in height. The Landscape Schedule should be revised to provide the proposed *Deutzia gracilis* at the required height.
- B. SLDO Appendix C: notes shall be provided demonstrating compliance with the Planting Standards and Guidelines outlined in Appendix C. .
- C. SLDO Appendix C: the following revisions should be made to the Tree Planting Detail in order to demonstrate compliance with the ordinance requirements:
 - A. The staking note should be revised to indicate that stakes are to be driven into the ground at a slight outward angle.
 - B. The mulching note should be revised to indicate that mulch is not to be applied against the trunk, and the trunk flare is to remain visible.
 - C. The tree planting depth note should be revised to indicate that the tree is to be planted with the rootball 2-3" (approximately 10-15% of the rootball) above the surrounding soil elevation with the trunk flare exposed.
 - D. The tree pit dimension should be revised to indicate the correct dimension of 24".

Mr. Lawrence Gregan, Township Manager
Kin Properties - Sprint Store
July 30, 2014
Page 3

5. General Comments

- A. The title sheet should be revised to "Preliminary/Final," as approval has not yet been granted by the Board of Supervisors. Upon receipt of Conditional/Final Approval, the plans may be re-titled "Final Land Development Submission.
- B. Reference to the Township Engineer should be removed from Note No. 10 on sheet L1.2.
- C. The Shrub Planting and Shrub Bed Preparation detail notes make reference to tree root flares, and to tapering mulch to 1" at the base of the shrub. The detail notes should be revised from "tree" to "shrub," and the mulch note should be revised to indicate that mulch is not to touch the base of the shrubs.
- D. A detailed response letter addressing the above noted comments and any other changes to the plans should be included with future submissions.

Sincerely,



Judith Stern Goldstein, ASLA, R.L.A.
Managing Director



Valerie L. Liggett, ASLA, R.L.A.
ISA Certified Arborist®
Planner/Landscape Architect

JSG/vll/kam

cc: Board of Supervisors
Planning Commission
Bruce Shoupe, Director of Planning and Zoning
Marita Stoerrle, Development Coordinator
Marianne McConnell, Deputy Zoning Officer
Frank R. Bartle, Esq., Dischell Bartle & Dooley, PC
James P. Dougherty, P.E., Gilmore & Associates, Inc.
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Brenden Dorley, Associated Engineering Consultants, Inc.



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June 5, 2014

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

**SUBJECT: KIN PROPERTIES - SPRINT STORE
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
TOWNSHIP LD/S NO. 676
PROJECT NO. 1455275R**

Dear Mr. Gregan:

Please be advised that we have reviewed the Kin Properties Sprint Store Preliminary/Final Land Development Plan prepared by Associated Engineering Consultants Incorporated, dated February 25, 2014 and last revised May 8, 2014. The site fronts on Bethlehem Pike north of the intersection of Bethlehem Pike and North Wales Road, and is located within the C Commercial District.

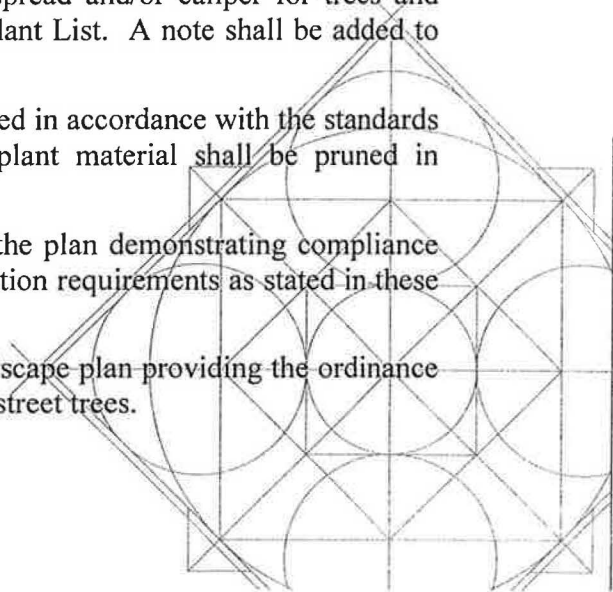
The plans propose to demolish the existing structure and parking areas. A new structure and parking area are proposed. One of the driveway entrances is to be eliminated, and impervious coverage is to be reduced.

On May 6, 2014, the Zoning Hearing Board of Montgomery Township granted relief with respect to ZO Section 230-77.A(2) regarding lot size, ZO Section 230-78.A regarding the 25' buffer width and ZO Section 230-134.D, redevelopment within commercial districts complying with all applicable SLDO regulations, subject to terms and conditions of the ZHB decision.

We offer the following comments for your consideration.

1. General Requirements

- A. SLDO 205-49.E: All plant material shall meet the standards of the American Standard for Nursery Stock by the American Nursery and Landscape Association (2004), or most recent edition, and the height, spread and/or caliper for trees and shrubs listed in Section 205-56, Recommended Plant List. A note shall be added to the plan stating this.
- B. SLDO 205-49.F: All plant material shall be installed in accordance with the standards outlined in Appendix C of this chapter. All plant material shall be pruned in accordance with ANSI A300 pruning standards.
- C. SLDO 205-49.G and H: notes shall be added to the plan demonstrating compliance with the eighteen-month guaranty and final inspection requirements as stated in these ordinance sections.
- D. SLDO 205-49.J: A note shall be added to the landscape plan providing the ordinance requirements outlined in this section pertaining to street trees.



2. Landscape Plan Requirements

SLDO 205-51.A: the following information shall be provided in the landscape plan, or waivers would be required. Required information already shown on the plan should be revised to improve legibility.

- 1) Section 5: location of any proposed outside storage and trash receptacle areas.
- 2) Section 6: location of all freestanding signs and site lighting.
- 3) Section 8: location of all existing and proposed underground, surface and above-grade utilities.
- 4) Section 18: a detailed cost estimate provided in accordance with this ordinance section shall be attached to the final landscape plan submission after the Board of Supervisors has ruled on any requested waivers and shall be used for the preparation of the land development agreement.

3. Planting Requirements

- A. ZO 230-77.A: a planting area no less than 25 feet in width shall be planted in accordance with Montgomery Township SLDO requirements along all street frontage, side and rear boundary lines. A variance has been granted from this requirement, to the extent permitted by the Board of Supervisors.
- B. ZO Section 134.D requires that commercial uses located in the C District undergoing redevelopment requiring submission of land development plans shall comply with all applicable Montgomery Township SLDO Requirements. A variance has been granted from this requirement, to the extent permitted and approved by the Board of Supervisors where SLDO relief is requested.
- C. SLDO 205-52.A: street trees are required for any land development as part of existing streets when they abut the land development. The plans should be revised to demonstrate compliance with the street tree requirement, or a waiver would be required.
- D. A waiver has been requested from SLDO Section 205-52.B regarding softening buffers. The applicant requests to reduce the width of the buffer and quantities of trees and shrubs in the required buffer. The plans do not comply with the following subsections of SLDO Section 205-52.B. The waivers requested list on Sheet 0.0 should be revised to indicate the specific sections from which relief is required.
 - 1) SLDO 205-52.B(4)(a): Softening Buffers - Plant material is required to be located adjacent the property line for which it has been calculated. 9 shade trees and 18 shrubs are required along the property line adjacent to Lomax Carpet and 4 shade trees and 8 shrubs are required along Bethlehem Pike, but softening buffer plant material is deficient in these locations. A waiver has been requested.
 - 2) SLDO 205-52.B(4)(a): Softening Buffers - The ordinance does not permit the substitution of flowering trees and shrubs for shade trees to meet the softening buffer requirement. 9 shade trees, 7 flowering trees, and 184 shrubs

are proposed around the property perimeter, as opposed to the total required 26 shade trees and 52 shrubs. A waiver has been requested.

- 3) SLDO 205-52.B(5)(a): not more than 20% of plants used to meet softening buffer requirements shall be evergreen. A waiver has been requested.
 - E. SLDO 205-52.D(1)(a) and Table 1: one shade tree and 2 flowering trees are proposed to meet the parking lot landscaping requirement of two shade trees. The substitution of flowering trees for shade trees is not permitted to meet this ordinance requirement. The plans should be revised to demonstrate compliance with the ordinance requirement, or a waiver would be required.
 - F. SLDO 205-52.D(1)(d): raised continuous concrete curbing shall be required around all planting islands; raised planter islands shall be placed at the end of each row of parking spaces beginning and/or terminating at an internal circulation drive. No planting islands are proposed. A waiver has been requested.
 - G. SLDO 205-52.D(1)(e): one shade tree shall be placed in each 290 SF of planting island. A waiver has been requested.
 - H. SLDO 205-52.G(1)(b) and Table 1: one (1) shade tree is required per 5,000 SF of gross floor area to meet individual lot landscaping requirements. A waiver has been requested.
4. Preservation, Protection and Replacement of Trees
- A. SLDO 205-53.B(2): disturbance proposed in excess of 1/4 of the root area of several trees to be preserved due to the installation of erosion control blankets in steep slope areas appears to be acceptable. Should disturbance occur beyond what is shown on the plan set, the trees will not be considered to be preserved, and must be replaced. A note shall be added to the plan set indicating this.
 - B. SLDO 205-53.B(2): while the proposed amount of disturbance (excluding erosion control matting) to the 16" Pin Oak is approximately 1/4 of the root area, proposed grading is shown up to the trunk of the tree, meaning that a large portion of the tree's structural roots will be removed. This makes it highly improbable that the tree will survive. The plans should be revised to show this tree as to be removed, and include this tree within the replacement calculations.
 - C. SLDO Section 205-53.B(3): at the direction of the Township Engineer, Township Shade Tree Commission, or Township Landscape Architect, existing trees which have not been adequately protected are to be removed and replaced. The plans should be revised to provide a note demonstrating compliance with this ordinance requirement.
 - D. SLDO Section 205-53.B(3): Tree protection fencing shall be provided along the southern property line adjacent existing trees on the neighboring property. A note shall be provided on the plans indicating that contractors that cause damage to or are responsible for disturbance or damage to these existing trees shall be required to replace them at the current size, or an equivalent amount of plant material shall be provided, depending on the preference of the property owner.

- E. SLDO Section 205-53.C(1): The third category of the tree removal schedule on sheet C1.1 should be revised to indicate that this tree size category is "over 23 to 48" caliper inches in size.
- F. The note on sheet C1.3 shall be revised to indicate that root pruning trenches are to be installed prior to excavation in order to avoid unnecessary disturbance to existing tree roots.

5. Recommended Plant List and Planting Standards and Guidelines

- A. SLDO 205-56: planting types not on the Township recommended plant list may be permitted if they meet the requirements of this ordinance section. The following plant does not meet the requirements of this section. We recommend that Rosa 'Knockout', which has been susceptible to Rose Rosette disease in our area recently, not be included in the landscape plan, and that a different shrub be selected from the recommended plant list.
- B. SLDO 205-56: Acer rubrum 'Armstrong' is a fastigate form of Red Maple, and therefore does not meet the required growth habit for shade trees in Montgomery Township. We recommend that native plant species or species from the recommended plant list (SLDO 205-56) be selected, with the exception of the Ash species listed.
- C. SLDO 205-56: the plans shall be revised to demonstrate compliance with all minimum sizing requirements for plant material including height, spread, and clear height requirements, or a waiver would be required.
- D. SLDO Appendix C: the landscape notes and details shall be revised to demonstrate compliance with the planting standards and guidelines provided in subsections (1) through (12) and the shrub and tree planting details provided within the appendix, or a waiver would be required.

6. General Comments

- A. The Landscape Schedule indicates that 88 Liriope muscari are proposed. However, 99 are shown on the plan. The plan should be revised to correct this discrepancy.
- B. The Landscape Schedule indicates that the symbol for Ilex verticillata 'WinterRed' is IVW. On the plan this shrub is labeled as IVR. The plan should be revised to correct this discrepancy.
- C. The Tree Planting Detail references a Table A in regard to the Planting Pit Width. No Table A has been provided. The plans should be revised to correct this discrepancy.
- D. The Shrub Planting and Bed Preparation detail notes make reference to tree root flares, and to tapering mulch to 1" at the base of the shrub. The detail notes should be revised from "tree" to "shrub," and the mulch note should be revised to indicate that mulch is not to touch the base of the shrubs.
- E. The plans should be revised to provide a note indicating that substantial changes to the approved Landscape Plans must be approved by the Township through plan

resubmission. If substantial changes to the landscaping are made without prior approval from the Township, the changes will be rejected upon inspection.

- F. The plans should be revised to provide a note indicating that if a plant species or other substitution is made without receiving prior substitution request approval from the Township, the unapproved plants will be rejected upon inspection. All plant substitution requests should be forwarded in writing to this office for review.
- G. We recommend the landscape plan take plowing of the parking lot into consideration. The large number of shrubs in close proximity to areas where snow is likely to be deposited means that many shrubs are likely to be damaged or killed during winter plowing.
- H. A detailed response letter addressing the above noted comments and any other changes to the plans should be included with future submissions.

Sincerely,



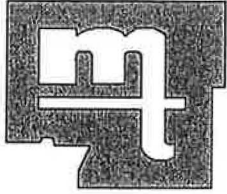
Judith Stern Goldstein, ASLA, R.L.A.
Managing Director



Valerie L. Liggett, ASLA, R.L.A.
ISA Certified Arborist®
Planner/Landscape Architect

JSG/vll/kam

ec: Board of Supervisors
Planning Commission
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Ken Amey, AICP
Sanford Sandelman, Susssteve LLC c/o Kin Properties Inc.
Brenden Dorley, Associated Engineering Consultants, Inc.



MEMORANDUM

TO: Board of Supervisors

FROM: Planning Commission
Jonathan Trump, Chairman

DATE: July 17, 2014

RE: Sprint Store

The Planning Commission has reviewed the above named plan and would like to recommend to the Board of Supervisors that this plan be approved subject to satisfactory compliance with all comments of the Township consultants.

The motion further indicated that all requested waivers be approved and that the applicant submit a fee in lieu of the landscaping that cannot be located on the site.

AGENDA ITEMS

Sprint Store

MONTGOMERY TOWNSHIP PLANNING COMMISSION

July 17, 2014

The July 17, 2014, meeting of the Montgomery Township Planning Commission was called to order by Chairman Jonathan Trump at 7:35 p.m. In attendance were Commissioners Michael Beatty, Jay Glickman, Steven Krumenacker, Leon McGuire, and Ellen Reynolds. Commissioner James Rall was absent. Also present were Bruce Shoupe, Director of Planning and Zoning, and Candyce Fluehr Chimera, Supervisor Liaison.

The minutes of May 15, 2014, were approved as submitted.

There were no public comments.

Sprint Store

The first item on the agenda was a presentation of the plan for Kin Properties, which is for a Sprint Store to be located at 770 Bethlehem Pike. Carl Wiener, attorney, and Brenden Dorley, engineer, were present to discuss this plan. Joe Stevens, architect, and Peg Prizer, landscape architect, were also present. Mr. Wiener advised that the applicant proposed to demolish the existing 4,632 square foot building and parking lot and construct a new 3,179 square foot building, parking lot and consolidated single access to Bethlehem Pike. Mr. Wiener further stated that they had received relief from the Zoning Hearing Board for the following:

1. §230-77.A(2) - To permit a lot area of 21,348 square feet which is below the minimum permitted lot area of 25,000 square feet.
2. §230-78.A - To permit landscape buffers less than the required 25 foot width, buffers of between 5 and 13 feet will be provided.
3. §230-134.D – To permit non-conformance with the landscaping requirements of the Subdivision and Land Development Ordinance.

Mr. Wiener stated that he felt that the applicant was improving the site from its current conditions. The site would be much more aesthetically pleasing than it is in its current condition. Brandon Dorley, the project engineer, addressed the plans for the site. Some questions arose regarding the landscaping of the site. The applicant's landscape architect, Peg Prizer, explained exactly what was planned for the site. She stated that they wanted the property to have beautiful landscaping all through the year, so they designed a plan that would provide for this. They also wanted the site to be visibly attractive from Route 309. However, they were requesting several landscaping waivers.

1. Section 205-52.A – A waiver is requested from the requirement for street trees.
2. Section 205-52.B(4)(a) – A waiver is requested from the requirements for softening buffers. The applicant requests to reduce the quantity of trees and shrubs required in the buffer.
3. Section 205-52.B(4)(a) – A waiver is requested from the requirements for softening buffers. The applicant requests to reduce the width of the buffer.
4. Section 205-52.B(5)(a) – A waiver is requested from the requirements for evergreen plants within the softening buffer. The applicant requests that the requirement that not more than 20% of the plants in the softening buffer be evergreens be waived.
5. Section 205-52.D(1)(a) and Table 1 – A waiver is requested from the requirements for parking area landscaping. The applicant requests to substitute flowering trees for shade trees.
6. Section 205-52.D(1)(d) – A waiver is requested from the requirement for parking area landscaping and planting islands at the end of each parking row. The applicant requests that the requirements that planting islands be placed at the end of each parking row and for raised concrete curbing around parking islands be waived.
7. Section 205-52.D(1)(e) – A waiver is requested from parking area landscaping and the requirement for 1 shade tree per parking island. The applicant requests that the requirement for 1 shade tree per parking island be waived.
8. Section 205-52.G – A waiver is requested from the requirement regarding individual lot landscaping. The applicant requests a reduction of the number of trees and shrubs required.

Ms. Prizer advised that they were willing to put as much landscaping in place as could be possible. They would either plant the other trees in another location or provide a fee in lieu.

Mr. Dorley advised that there were also some other waivers which were being requested. All other comments from the Township's consultants would be satisfied.

1. Section 205-10.H(7)(b) – A waiver from the requirement for handicapped parking spaces to be a minimum width of 12 feet. The applicant proposes an 8 foot wide parking space width, which meets the Federal Standards.
2. Section 205-17.D – A waiver is requested from the requirement for curbing. The applicant requests to not install curbing along the Eastern and Southern edges of the parking area.
3. Section 205-78.B(1) – A waiver is requested from the requirement to show existing features within 400 feet of the property. The applicant proposes to provide a photo overlay plan depicting the project area in lieu of the existing features plan.

Mr. Shoupe stated that the applicant would submit revised plans to satisfy the comments of the review letters. However, he did not foresee that there would be a reason to come back to the Planning

Commission. A motion was made by Mr. Glickman, seconded by Mr. McGuire, to recommend to the Board of Supervisors that this plan be approved, subject to satisfactory compliance with all comments of the Township review agencies. The motion further indicated that all requested waivers be approved and that the Township accept a fee in lieu of the landscaping that could not be located on site. Motion carried unanimously.

Mr. Shoupe briefly explained the amendment to the Billboard Ordinance. He advised that this was just a "housekeeping" item that is needed to address the new digital billboards. A digital billboard would not have to comply with the present code which states that the separation should be 5 feet.

The next meeting of the Planning Commission will be held on Thursday, August 21, 2014.

This meeting was adjourned at 8:10 p.m.

Respectfully submitted:

Marita Stoerrle
Development Coordinator/
Recording Secretary

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

JOSH D. SHAPIRO, CHAIR

LESLIE S. RICHARDS, VICE CHAIR

BRUCE L. CASTOR, JR., COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO Box 311

NORRISTOWN, PA 19404-0311

610-278-3722

FAX: 610-278-3941 • TDD: 610-631-1211

WWW.MONTCOPA.ORG/PLANNING

JODY HOLTON, AICP

EXECUTIVE DIRECTOR

June 12, 2014

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

Re: MCPC #14-0094-001
Plan Name: Kin Properties – Sprint Store
(1 lot/3,179 sq. ft. comprising 0.45 acres)
Situat: Bethlehem Pike (W)/North of North Wales Road
Montgomery Township

Applicant's Name and Address

Suss Steve, LLC
c/o Kin Properties
185 NW Spanish River Blvd.
Boca Raton, FL 33431

Contact: Sanford Sandelman
Phone: 561-620-9200

Dear Mr. Gregan:

We have reviewed the above-referenced land development in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on May 14, 2014. We forward this letter as a report of our review and recommendations.

Background

The application is a new proposal seeking preliminary and final land development approval for the development of a 3,197 square foot Sprint Store on a .45 acre development parcel. The plan shows that the existing one story masonry building and the existing parking lot will be demolished and a new commercial building and related parking lot improvements constructed.

The site development is proposed for Tax Parcel 46-00-00367-00-1 and Tax Parcel 46-00-00367-10-9, totaling 21,348 sq. ft. The parcel is situated in the "C"- District.

The applicant was granted the following zoning variances by the Montgomery Township Zoning Hearing Board in a decision on May 6, 2014:

- From Section 230-77.A.2 regarding the existing non-confirming lot area. The code requires a minimum of 25,000 sq. ft., and the existing lot is 21,248 sq. ft.
- From Section 230-78.A. regarding the development standards for landscape and screening. The code requires a 25 ft. wide landscape area around all frontages and rear

property boundaries. The decision allows the applicant to provide a 5-13 ft. wide buffer area.

- From Section 230-134.D. regarding the compliance with requirements governing parking, landscaping, sidewalks, pedestrian lighting, and trash enclosures pertaining to land development submissions.

The applicant's plan notes indicate that five waivers are requested from the Township's Subdivision and Land Development Ordinance, several pertaining to the Township's landscape requirements.

Comments

1. Parcel Interconnection to Mitigate Bethlehem Pike Congestion

We recommend the Township consider the interconnection of this parcel with one or both of the adjacent commercial parcels as a means to promote safety and mitigate traffic congestion along Bethlehem Pike. Parcel interconnection is one of several core "Achieving the Vision" transportation goals recommended by the Township's Comprehensive Plan Update, 2008, (Page 7). We suggest that interconnection and a cross-access easement with the adjacent parcel (#46-00-00364-00-4), owned by Montgomeryville Carpet Mart LLC, New Castle, DE, be considered and recommend that the Township take this opportunity to implement this important goal.

2. Parking Lot

- Tree Islands:* The applicant's site development plan notes indicate several requested waivers from the Township's landscape requirements which are designed to promote re-greening and tree islands designed for both separation and safety between parked vehicles. We believe a tree island is needed at the Northeast corner of the building where the existing proposed parking has the primary spaces parking immediately adjacent to a bay of 3-vehicle parking spaces. We recommend that the township require the tree islands as a means to achieve appropriate separation space at the end of parking rows and also for the environmental value of their green space within the parking lot's interior.
- Accessible Parking Space:* The submitted site plan does not indicate the location of the store's entrance and whether the accessible parking space is appropriately situated for A.D.A. compliance. The Township should ensure that the accessible parking space is arranged in the most logical and convenient location for those persons with disabilities and/or access limitations.

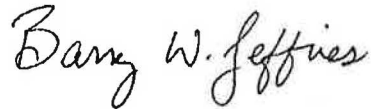
Recommendation

We recommend approval of the proposed land development plan provided the above-mentioned review comments are addressed to the satisfaction of the township and all local regulations are met.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and the final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for stamp and signatures prior to recording with the Record of Deeds Office. A paper copy bearing the municipal seal and signature of approvals must be supplied for our files.

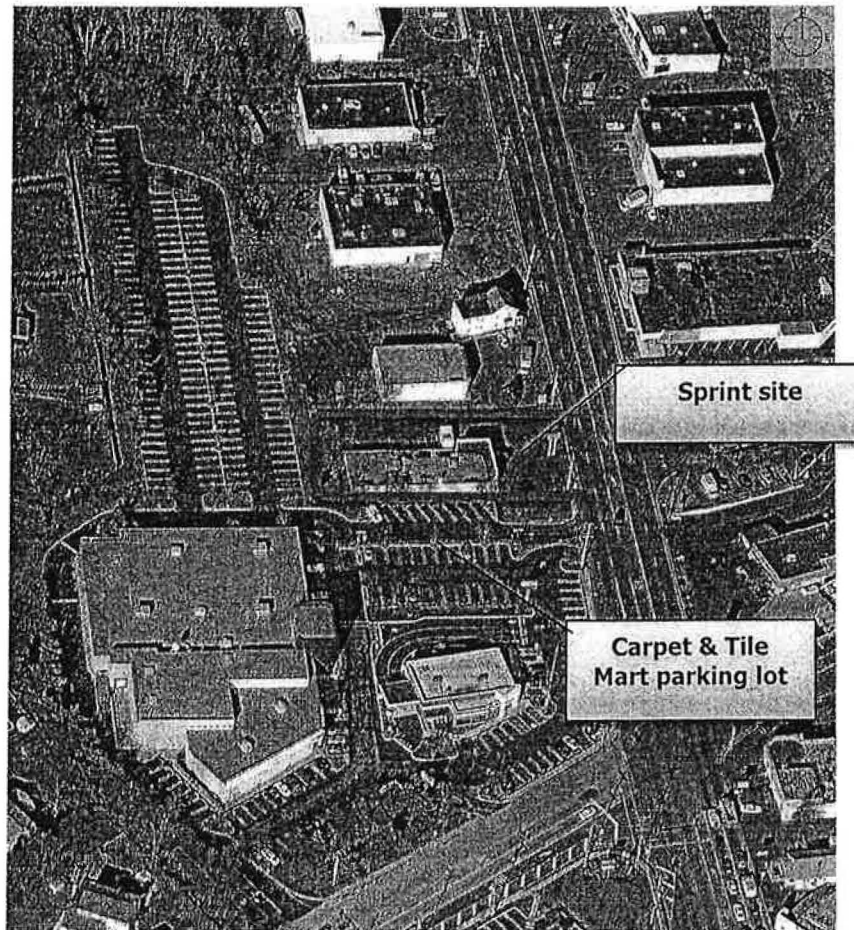
Sincerely,



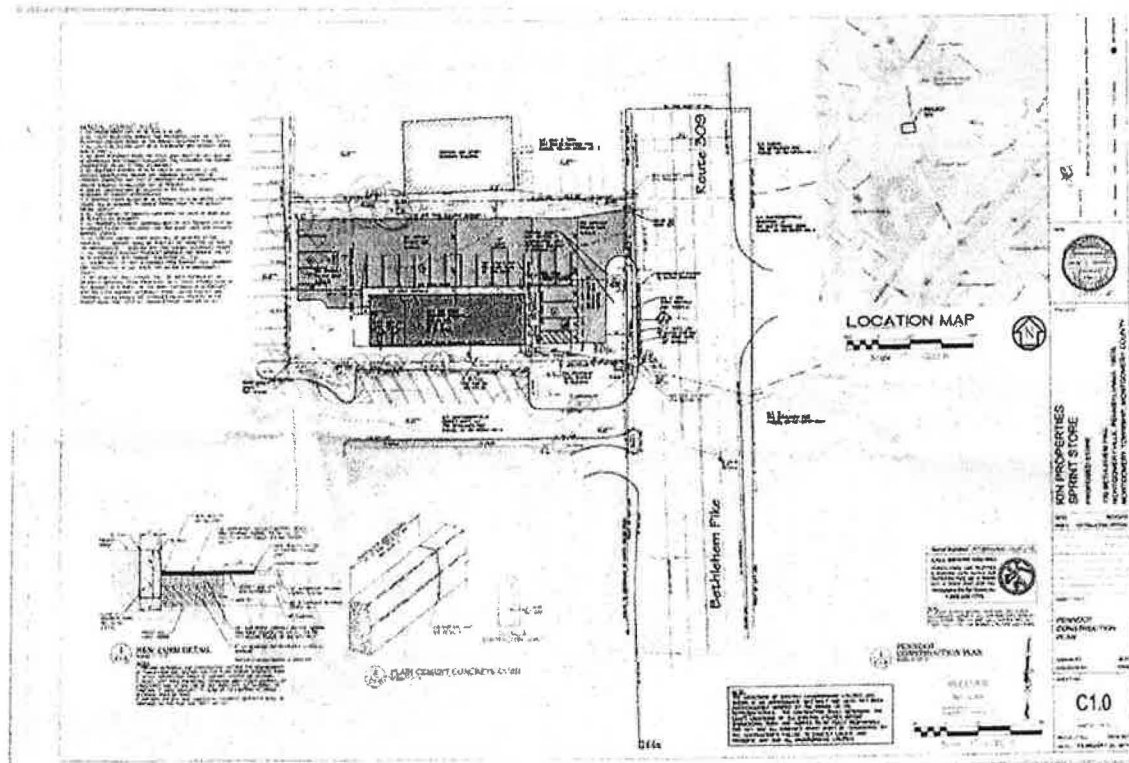
Barry W. Jeffries, ASLA, Senior Design Planner
610-278-3444, Email: bjeffrie@montcopa.org

c: Kin Properties, Applicant
Marita Stoerrle, Twp. Development Coordinator
Jonathan Trump, Chrm., Twp. Planning Commission
Bruce Shoupe, Twp. Zoning Officer/Planning
Frank A. Bartle, Twp. Solicitor
Russell Dunlevy, Gilmore & Associates, Twp. Engineer

Attachments: Reduced copy of Applicant's Plan
Aerial view of the development site



Aerial view of Sprint site development (2008)



Applicant's site plan

August 4, 2014

Mr. Bruce S. Shoupe
Township Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

Re: Sussteve, LLC c/o Kin Properties
Sprint Store
Montgomery Township LD/S# 676
TPD# MOTO-A-00086

Dear Bruce:

In our role as Township Traffic/Street Lighting Engineer, Traffic Planning and Design, Inc. (TPD) has reviewed the Preliminary/Final plan submission and Traffic Management Study for the above referenced project, prepared by Associated Engineering Consultants, Inc. and last revised July 22, 2014.

Based on our review, we offer the following comments using the same numbering system as our June 9, 2014 review letter for those comments not yet addressed. Comments that have been addressed are not shown below. Any expansion on the previous comments is shown in bold:

Traffic Engineering Comments

1. In accordance with §205-102, a Traffic Management Study is required for commercial uses requiring subdivision or land development approvals. Since a PennDOT Highway Occupancy Permit is also necessary, it is recommended that the Applicant complete a PennDOT Transportation Impact Assessment (TIA) Scoping Application and submit it concurrently to PennDOT and Montgomery Township for review. With a concurrent submission, the scope of the TIA can be coordinated between all parties.

The applicant has indicated that PennDOT will not require a traffic management study. If requested, TPD would support a waiver from §205-102 based on the fact that this site does not generate significant traffic (3 trips in the weekday AM peak hour and 12 trips weekday PM peak hour) when compared to the adjacent roadway (Bethlehem Pike/Route 309) and is anticipated to generate less traffic than the use which previously occupied the site.

2. A Highway Occupancy Permit (HOP) will be required from PennDOT for the access modifications proposed along Bethlehem Pike (Route 309). The Township and TPD should be copied on all correspondence with PennDOT.
3. Given the location of the store entrance and the likelihood of high turnover in the parking spaces directly in front of the entrance, the first two parking spaces (with wheel stops) should be removed. As designed, the movement into and out of these spaces will interfere with the movements at the driveway to Route 309.

The revised parking layout addresses TPD's concerns at the driveway.

A STOP sign should be placed in the grass median for vehicles exiting the parking field (and thus entering the driveway throat). To supplement the STOP signs, provide 24-inch white painted stopbars adjacent to each sign. Consideration should be given to providing a 4" double yellow centerline on the driveway throat to clearly delineate the proper lane movements

11. Details of all proposed site signage (i.e. STOP signs) related to traffic control/circulation should be shown on the plans.

The STOP sign detail should be revised to provide a standard 30" x 30" STOP sign.

Street Lighting Comments

(Note, a lighting plan was not included in the original May 8, 2014 plan set)

13. Revise the included lighting plan to indicate or delineate the limits of each calculation area within the "Calculation Summary".
14. The Uniformity Ratio (Max/Min) of 23:1 is higher than the IESNA recommended value of 20:1 for parking lots. Provide a lighting design/layout to comply with this value. For example, a minimum value of 0.4fc would result in a 17.25:1 Uniformity Ratio.
15. The Site Lighting Plan indicates that the hours of operation are 10:00 AM to 8:00 PM and that after hours, lighting will be controlled by a time clock. Note, if any lighting is to be proposed after 10:00 P.M. or after normal hours of operation (8:00 PM), the lighting shall be reduced by at least 50% from then until dawn, unless supporting a specific purpose. A note containing this information shall be provided on the Lighting Plan. The method for achieving a 50% reduction should also be noted (i.e. dimming all fixtures or selectively turning off fixtures). If the reduction is to be achieved by selectively turning off fixtures, those fixtures to be extinguished should be labeled on the plans.
16. Revise the lighting plan to include the following note, "The Developer shall be responsible for contacting the Lighting Consultant/Inspector for Montgomery Township at least 48 hours prior to the start of any site electric work. The Township's Lighting Consultant/Inspector must be contacted during both "rough" and "final" stages of construction. The Township's Consultant/Inspector must be given the opportunity to observe open trench and conduit prior to backfill. The Township's Consultant/Inspector shall also be contacted again at completion of site electrical construction (i.e. Final). The Developer shall make arrangements for the necessary electrical inspections at both phases of construction and provide evidence of same to Township."
17. Per § 205-24.A Streetlighting; "Streetlighting shall be installed along each street in each subdivision and along each street front abutting a public street in each land development by the developer and at the expense of the developer, unless specifically waived by the Board of Supervisors..." TPD would support a waiver of this requirement, as existing lighting is not currently provided along Bethlehem Pike (SR 0309) in the property frontage limits.

18. All outside lighting, including sign lighting, shall be arranged, designed and shielded or directed so as to protect the abutting streets and highways and adjoining property from the glare of lights. Ensure that lighting is adequately shielded to eliminate spillover onto adjacent properties and abutting streets.
19. Verify that the proposed lighting locations are situated such that interference from the proposed landscaping does not result in an inefficient design.

We reserve the right to make additional comments as additional information is submitted. Please call if you have any questions.

Sincerely,



Kevin L. Johnson, P.E.
President

cc: Larry Gegan, Township Manager
Marita Stoerrle, Township Development Coordinator
Kevin Costello, Township Public Works Director
Russ Dunlevy, P.E., Township Engineer
Brenden Dorley, P.E., Applicant's Engineer
Joseph Platt, P.E., TPD

June 9, 2014

Mr. Bruce S. Shoupe
Township Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

Re: Sussteve, LLC c/o Kin Properties
Sprint Store
Montgomery Township LD/S# 676
TPD# MOTO-A-00086

Dear Bruce:

In our role as Township Traffic/Street Lighting Engineer, Traffic Planning and Design, Inc. (TPD) has reviewed the Preliminary/Final plan submission and Traffic Management Study for the above referenced project, prepared by Associated Engineering Consultants, Inc. and dated May 8, 2014.

Based on this review, we offer the following comments:

Traffic Engineering Comments

1. In accordance with §205-102, a Traffic Management Study is required for commercial uses requiring subdivision or land development approvals. Since a PennDOT Highway Occupancy Permit is also necessary, it is recommended that the Applicant complete a PennDOT Transportation Impact Assessment (TIA) Scoping Application and submit it concurrently to PennDOT and Montgomery Township for review. With a concurrent submission, the scope of the TIA can be coordinated between all parties.
2. A Highway Occupancy Permit (HOP) will be required from PennDOT for the access modifications proposed along Bethlehem Pike (Route 309). The Township and TPD should be copied on all correspondence with PennDOT.
3. Given the location of the store entrance and the likelihood of high turnover in the parking spaces directly in front of the entrance, the first two parking spaces (with wheel stops) should be removed. As designed, the movement into and out of these spaces will interfere with the movements at the driveway to Route 309.
4. Per §230-138 and §205-10.H(4), parking stalls are to be 10 feet x 20 feet. In §230-138, a reduced stall length can be provided only if the forward edge is curbed and a 5 foot landscaped area is provided.

In lieu of a reduced stall length, the Applicant should investigate rotating the parking 90 degrees to make it in line with the other parking on site. Doing so may result in the loss of one parking stall.

5. As shown on the plans, there is approximately 12 feet between the Legal/Ultimate Right-of-Way line and the internal drive access. Per §205-10.G(7), a stopping area of a minimum of

- 20 feet should be provided. As shown, there will be a potential for conflicts between stopped vehicles at the driveway and those on the parking aisle access.
6. Sidewalk should be extended along the Route 309 frontage from the driveway to the northern property line. Additionally, curb ramps should be provided at the proposed driveway.
 7. Per §205-10.G(6), the width of the driveway should be decreased to 26 feet, unless the additional width is needed for truck circulation.
 8. The northern edge of the driveway should be revised to provide a paved radius in accordance with PennDOT standards.
 9. Per §205-10.H(7)(b), the handicapped parking spaces must be increased to 12 feet (from the proposed 8 feet) or a waiver must be requested. TPD would support a waiver of this requirement because an 8-foot parking stall for handicapped parking is the applicable federal standard.
 10. Truck turning templates should be provided for trash trucks, the largest expected design vehicle, and Montgomery Township fire truck, to ensure adequate circulation on site is provided.
 11. Details of all proposed site signage (i.e. STOP signs) related to traffic control/circulation should be shown on the plans.

Street Lighting Comments

12. A Lighting Plan should be provided for review. The comments below have been provided for reference in designing and presenting the site lighting information. Since no lighting information was provided, TPD may have comments with respect to lighting as additional information is provided.
 - In accordance with the §230-212 and the Montgomery Township Street Lighting Specification, the Applicant should provide a summary of lighting calculations including average, maximum, minimum, and uniformity ratios. Lighting shall have intensities and uniformity ratios in accordance with the current recommended practices of the Illuminating Engineering Society of North America (IESNA) as contained in the IESNA Lighting Handbook or separately in IESNA Recommended Practices.
 - Point by point lighting calculations shall be provided showing contributions from all fixtures, including building mounted fixtures, covering the entire site as well as all spill on adjacent roadways and property above 0.0 foot candles.
 - Provide the anticipated hours of operation on the plans. As stated in The Montgomery Township Street Lighting Specifications, lighting for commercial, industrial, public recreational, and institutional applications shall be controlled by automatic switching devices such as time clocks or combination motion detectors and photocells, to permit extinguishing or dimming of outdoor lighting fixtures between 10 P.M. and dawn. For lighting proposed after 10 P.M., or after normal hours of operation, the lighting shall be reduced by at least 50% from then until dawn, unless supporting a specific purpose. In addition to the note, please indicate the manner in which the 50% minimum reduction will be achieved. The Township would prefer a dimming situation in lieu of an individual light extinguishment to achieve a minimum 50% reduction.
 - Per the Montgomery Township Street Lighting Specifications, poles supporting lighting fixtures for the illumination of parking areas and located directly behind parking spaces

shall be placed a minimum of five (5) feet outside paved area, curbing or tire stops, or on concrete pedestals at least thirty (30) inches high above the pavement, or suitably protected by other approved means.

- All outside lighting, including sign lighting, shall be arranged, designed and shielded or directed so as to protect the abutting streets and highways and adjoining property from the glare of lights. Please ensure that lighting is shielded from adjacent properties as well as abutting streets.
- Investigate usage of an efficient lighting method, (i.e. LED).

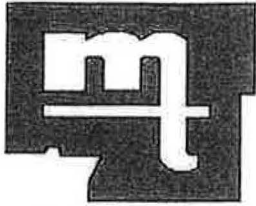
We reserve the right to make additional comments as additional information is submitted. Please call if you have any questions.

Sincerely,



Kevin L. Johnson, P.E.
President

cc: Larry Grogan, Township Manager
Marita Stoerrle, Township Development Coordinator
Kevin Costello, Township Public Works Director
Russ Dunlevy, P.E., Township Engineer
Brenden Dorley, P.E., Applicant's Engineer
Joseph Platt, P.E., TPD



**MONTGOMERY TOWNSHIP
FIRE SERVICES DEPARTMENT**
1001 STUMP ROAD
MONTGOMERYVILLE, PA 18936-9605
Telephone: 215-393-6935 • Fax: 215-699-1560
www.montgomerytp.org

Richard Lesniak
DIRECTOR OF FIRE SERVICES
CHIEF FIRE MARSHAL
EMERGENCY PREPAREDNESS
DIRECTOR
FIRE MARSHAL OFFICE:
215-393-6936

August 4, 2014

Bruce Shoupe
Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Re: Sprint Store

Dear Bruce:

Thank you for allowing the Fire Marshal's Office to comment on the proposed construction of the: Sprint Store

Using the 2009 edition of the International Fire Code for guidance, the Fire Marshal's Office offers the following comments:

1. **503.3 Marking.** Where required by the *fire code official*, *approved* signs or other *approved* notices or markings that include the words NO PARKING – FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. "NO PARKING FIRE LANE" signage SHALL be provided at all fire lanes at intervals of not more than 50 ft. or as otherwise directed by the Fire Marshal's Office.
 - Fire apparatus roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as a *fire lane*.
 - Fire apparatus access roads more than 26 feet wide (7925 mm) to 32 feet wide (9754 mm) shall be posted on one side of the road as a *fire lane*.

Comment: This note has been addressed in the revision dated 7/22/14

2. **C103.1 Fire hydrants available.** The minimum number of hydrants available to a building shall not be less than that listed in Table C105.1. The number of fire hydrants available to a complex or subdivision shall not be less than that determined by spacing requirements listed in Table C105.1 when applied to fire apparatus access roads and perimeter public streets from which fire operations could be conducted.

Comment: This note has been addressed in the revision dated 7/22/14

3. Any gas services that are accessible/vulnerable to vehicular traffic SHALL have approved vehicle impact protection installed.

Comment: This note has been addressed in the revision dated 7/22/14

4. Fire Department key boxes (Knox Box) SHALL be provided on each building at an approved location. Knox Box forms are available through the Fire Marshal's Office or Code Enforcement Office.

Comment: This note has been addressed in the revision dated 7/22/14

5. All buildings of truss construction SHALL comply with the Montgomery Township Ordinance #72-5.B.(2). Truss emblems can be obtained through the Fire Marshal's Office or Code Enforcement Office. The Fire Marshal's Office SHALL be contacted in regards to placement of truss placard.

Comment: This note has been addressed in the revision dated 7/22/14

6. Street address numbers SHALL be provided for each building as directed by the Fire Marshal's Office.

Comment: This note has been addressed in the revision dated 7/22/14

7. All applicants are to contact the Code Enforcement Office when underground piping is being hydrostatically tested on site. Applicants are also reminded that flushing of the underground piping SHALL be witnessed by a township official prior to final riser connections per NFPA 13.

Comment: This note has been addressed in the revision dated 7/22/14

8. All revisions of the above named plan SHALL be reviewed by the Fire Marshal's Office for approval.

Conclusion:

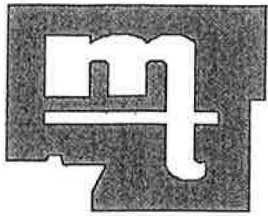
Based upon our evaluation, the Fire Marshal's Office is recommending to the Montgomery Township Planning and Zoning Department that the current plans be **APPROVED** as submitted.

Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Richard M. Lesniak
Director of Fire Services



MONTGOMERY TOWNSHIP
FIRE SERVICES DEPARTMENT
1001 STUMP ROAD
MONTGOMERYVILLE, PA 18936-9605
Telephone: 215-393-6935 • Fax: 215-699-1560
www.montgomerytp.org

626
Richard Lesniak
DIRECTOR OF FIRE SERVICES
CHIEF FIRE MARSHAL
EMERGENCY PREPAREDNESS
DIRECTOR
FIRE MARSHAL OFFICE:
215-393-6936

June 16, 2014

Bruce Shoupe
Director of Planning and Zoning
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Re: Sprint Store

Dear Bruce:

Thank you for allowing the Fire Marshal's Office to comment on the proposed construction of the: Sprint Store

Using the 2009 edition of the International Fire Code for guidance, the Fire Marshal's Office offers the following comments:

1. **503.3 Marking.** Where required by the *fire code official, approved* signs or other *approved* notices or markings that include the words NO PARKING – FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. "NO PARKING FIRE LANE" signage SHALL be provided at all fire lanes at intervals of not more than 50 ft. or as otherwise directed by the Fire Marshal's Office.
 - Fire apparatus roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as a *fire lane*.
 - Fire apparatus access roads more than 26 feet wide (7925 mm) to 32 feet wide (9754 mm) shall be posted on one side of the road as a *fire lane*.

Comment: The fire apparatus access roads and internal driving lanes shall have signage as prescribed above. Provide details of such on plans. The plans shall be revised to show Montgomery Township's fire truck turn path plan. Dimensions can be obtained by the Township Planning and Zoning Office

2. **C103.1 Fire hydrants available.** The minimum number of hydrants available to a building shall not be less than that listed in Table C105.1. The number of fire hydrants available to a complex or subdivision shall not be less than that determined by spacing requirements listed in Table C105.1 when applied to fire apparatus access roads and perimeter public streets from which fire operations could be conducted.

3. Any gas services that are accessible/vulnerable to vehicular traffic SHALL have approved vehicle impact protection installed.
4. Fire Department key boxes (Knox Box) SHALL be provided on each building at an approved location. Knox Box forms are available through the Fire Marshal's Office or Code Enforcement Office.
5. All buildings of truss construction SHALL comply with the Montgomery Township Ordinance #72-5.B.(2). Truss emblems can be obtained through the Fire Marshal's Office or Code Enforcement Office. The Fire Marshal's Office SHALL be contacted in regards to placement of truss placard.
6. Street address numbers SHALL be provided for each building as directed by the Fire Marshal's Office.
7. All applicants are to contact the Code Enforcement Office when underground piping is being hydrostatically tested on site. Applicants are also reminded that flushing of the underground piping SHALL be witnessed by a township official prior to final riser connections per NFPA 13.
8. All revisions of the above named plan SHALL be reviewed by the Fire Marshal's Office for approval.

Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard M. Lesniak". The signature is fluid and cursive, with the first name "Richard" being more prominent.

Richard M. Lesniak
Director of Fire Services



MONTGOMERY TOWNSHIP POLICE DEPARTMENT

J. Scott Bendig
Chief of Police

1001 Stump Road • P.O. Box 68 • Montgomeryville, PA 18936
215-362-2301 • Fax 215-362-6383

To: Montgomery Township Board of Supervisors
Marita Stoerrle, Development Coordinator

From: J. Scott Bendig, Chief of Police *JSB*

Date: May 13, 2014

Re: LD/S #: ~~667-676~~
770 Bethlehem Pike
Date of Plan: 5/8/14

RECEIVED

MAY 13 2014

MONTGOMERY TOWNSHIP

A review of the above referenced subdivision/land development has been conducted on this date. There are no major areas of concern to the Police Department at this time.

Thank you for the opportunity to review this subdivision/land development. Please contact me if you have any issues or concerns.

ZONING ORDINANCE PLAN REVIEW

DATE: August 1, 2014

PLAN REVIEW – Sussteve, LLC – Kin Properties – 770 Bethlehem Pike
LD/S # 667


DEVELOPMENT NAME: Sussteve, LLC – Kin Properties
LOCATION: 770 Bethlehem Pike
LOT NUMBER & SUBDIVISION:
ZONING DISTRICT: C-Commercial
PROPOSED USE: Retail Sales
ZONING HEARING BOARD APPROVAL REQUIRED? YES
CONDITIONAL USE APPROVAL REQUIRED? NO

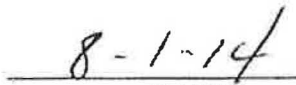
	Proposed	Required	Approved	Not Approved	N/A
USE			X		
HEIGHT			X		
LOT SIZE	21,348 sf	25,000 sf	ZHB		
SETBACKS BUFFER					
FRONT	64	60 ft	X		
SIDES	10	10 ft	X		
REAR	50.1	40 ft	X		
COMMON OPEN SPACE	NA	NA	X		
BUILDING COVERAGE	14.9%	Max 20%	X		
IMPERVIOUS COVERAGE	68.1%	Max 75%	ZHB		
LANDSCAPE BUFFER	5/13 ft	25 ft	ZHB		

COMMENTS

ADDITIONAL COMMENTS:

1. Existing freestanding sign will remain with face replacement only.


ZONING OFFICER


DATE

June 12, 2014

(via e-mail)

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

Re: Kin Properties – Sprint Retail Store
770 Bethlehem Pike
Township File #LD/S 676

Dear Mr. Gregan:

I am in receipt of a land development application dated May 8, 2014 for the redevelopment of 770 Bethlehem Pike, along with plans prepared by Associated Engineering Consultants, Inc., dated March 25, 2014, and last revised May 8, 2014, consisting of 14 sheets. The property is zoned C-Commercial, is 21,348 S.F. in area with approximately 100 feet of frontage on Bethlehem Pike, and is presently improved with a one story masonry building and associated parking.

The applicant proposes to demolish the existing improvements and develop the tract for use as a retail store. On May 6, 2014 the Zoning Hearing Board granted relief to allow development of an undersized lot, reduction of the width of the required landscape buffer, and reduction of the landscape requirements of the SALDO. My comments follow:

1. The site plan does not indicate an area for refuse disposal. If waste is to be stored inside the building until pickup, a note to that effect must be added to the plan.
2. The plan proposes the addition of sidewalks along Bethlehem Pike from the driveway to the southern property line. Sidewalk should also be shown along the short portion of the property north of the driveway.
3. The plans should acknowledge that all signage, whether or not shown on the current plan, will require separate review and approval from the zoning officer.

1122 Old Bethlehem Pike
Lower Gwynedd, PA 19002



phone: 215.283.9619
fax: 215.646.3458
kenamey@aol.com

Please let me know if there are any questions

Very truly yours,

A handwritten signature in black ink, appearing to read 'K. Amey', with a stylized flourish at the end.

Kenneth Amey

cc: Bruce S. Shoupe, Township Director of Planning and Zoning
Marita Stoerrle, Development Coordinator
Marianne McConnell, Deputy Zoning Officer
Russell Dunlevy, PE, Township Engineer
Frank Bartle, Esq., Township Solicitor
Kevin Johnson, PE, Township Traffic Engineer
Judith Stern Goldstein, ASLA, Township Landscape Architect
Christen Pionzio, Esq.
Brendon Dorley, P.E., Associated Engineering Consultants, Inc.
Sanford Sandelman, Applicant

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

SUBJECT: Consider Waiver of Special Events Permit Fees – Bharatiya Temple

MEETING DATE: August 25, 2014 **ITEM NUMBER:** #8

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

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

INITIATED BY: Bruce Shoupe **BOARD LIAISON:** Joseph P. Walsh
Director of Planning and Zoning 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 the Bharatiya Temple to waive the special event permit fee for the Ganesh Festival to be held from August 29, 2014, until September 7, 2014.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

That the permit fee for Bharatiya Temple be waived.

MOTION/RESOLUTION:

Resolution is attached.

MOTION: _____ **SECOND:** _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
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

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 Bharatiya Temple to waive the special event permit fee for the Ganesh Festival to be held from August 29, 2014, until September 7, 2014.

MOTION BY:

SECOND BY:

VOTE:

DATE:

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



BHARATIYA TEMPLE AND CULTURAL CENTER

Ph 215-997-1181
Street Address | 1612 County Line Rd | Chalfont, PA 18914
Mailing Address | P.O. BOX 463 | Montgomeryville, PA 18936
www.b-temple.org

Executive Officers

President - Nand Todi
Vice. President - Vipul Rathod
Treasurer - Eswaran Balasubramanian
Secretary - Praful Patel

8/13/2014

Board of Directors

Eswaran Balasubramanian 215-565-5122
Mahesh Jituri 215-643-2424
Praful Patel 215-616-0782
Vipul Rathod 215-641-8091
Sri Sagaram 215-699-6367
Nimish Sanghrajka 215-646-1998
Dilip Sheth 610-275-7472
Parasaran Thyagaraja 215-674-9573
Nand Todi 215-699-0406

Committee Chairpersons

Religious Committee
Nand Todi 215-699-0406

General Administration
Vipul Rathod 215-641-8091

PR & Communication
Sheetal Vibhute 508-736-2875

Priest Committee
Mohinder Sardana 610-584-5989

Capital & Construction
Ashok Soni 215-540-0979

Maintenance
Raman Patel 215-628-2384

Resource Committee
Prem Balani 215-631-9503

Fundraising
Nimish Sanghrajka 215-646-1998

Educational Committee
Rita Sheth 610-275-7472

Cultural Committee
Sapna Radhakrishnan 267-614-2072

Senior Citizen Group
Priti Shah 215-699-2317

Youth Group
Vijay Pola 215-768-2544

Women's Group
Meeta Kumar 215-898-7021

Bharatiya Vidyalaya
Praveen Sharma 215-361-0145

Health and Human Services
Akkaraju Sarma 215-914-0236

To whom it may concern:

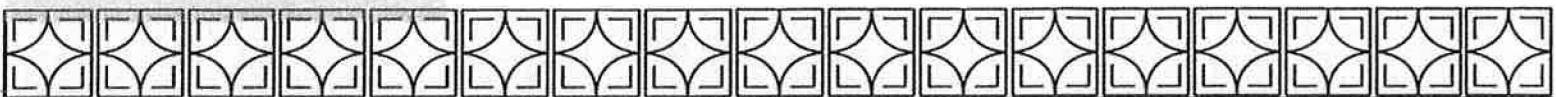
Attached please find a special events permit for Bharatiya Temple
1612 County Line Rd, Montgomeryville, PA 18936.

The temple will be celebrating Ganesh Festival from Aug 29th –
Sept 7th 2014. For this occasion, the temple would like to install four tents,
one 60 x 120, one 40 x 80, one 30 x 40 and one 20 x 40 as replicated in the
diagram attached. Additionally we may have a few 10 x 10 canopy's
spread across the lawn area for refreshments, sitting area, information
booth, sponsors etc.

The tents will be provided and installed by Rain or Shine. The
company is professional, reliable and they have all the necessary
certificates of insurance. All tents will have two full sides open at a
minimum and Exit signs will be posted appropriately.

Please forward permit approval to the address below. If you have
any further questions, I may be contacted (267) 939 -9715.

Vipul Rathod
Vice. President
(Bharatiya Temple and Bharatiya Cultural Center)
104 Green Tree Tavern Rd
North Wales, PA, 19454

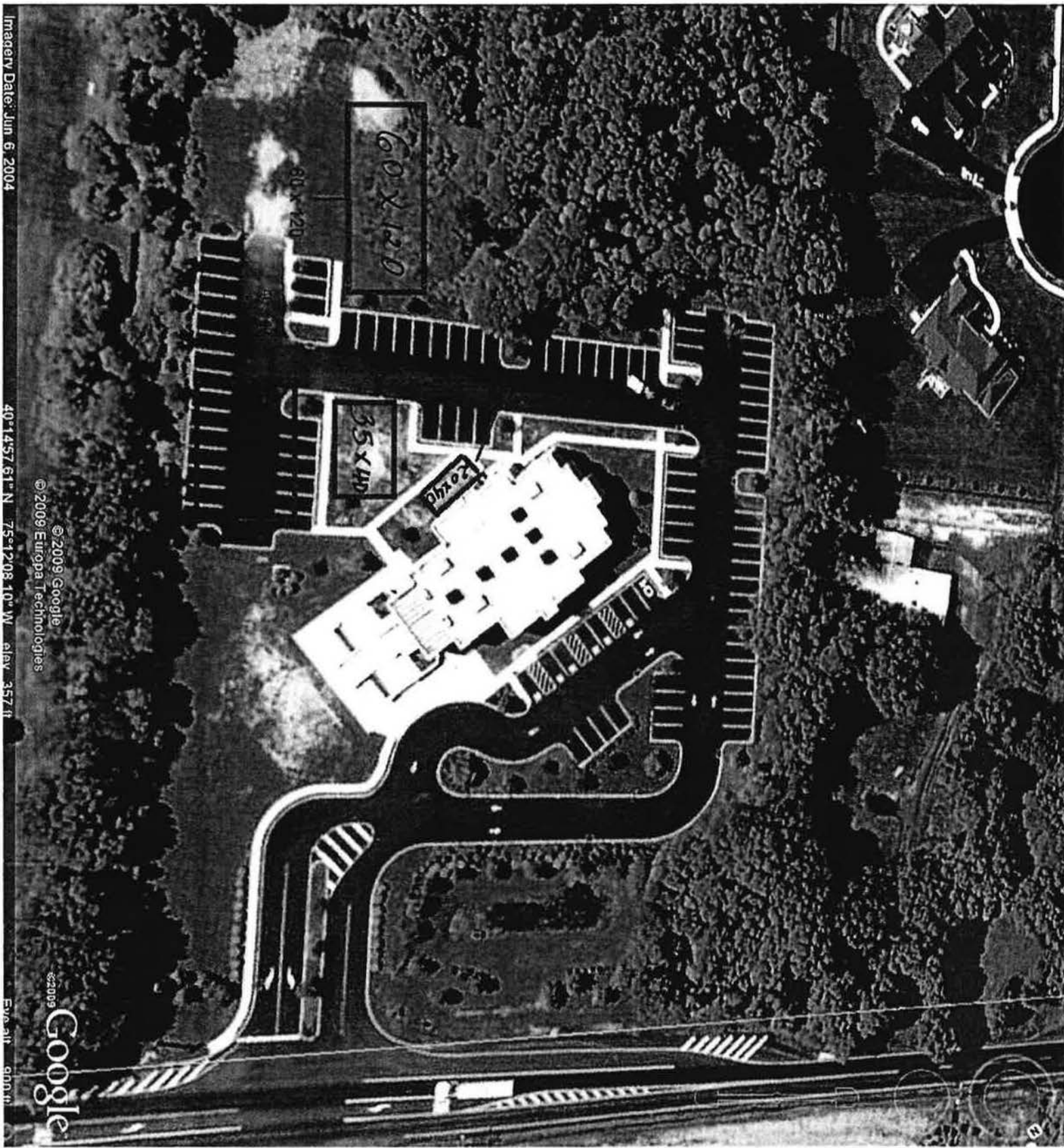


Imagery Date: Jun 6, 2004

40°14'57.61" N 75°12'08.10" W elev 352 ft

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Google



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Construction Escrow Release #3 Montgomery Walk - Phase IIB -
LDS#627R-B

MEETING DATE: August 25, 2014

ITEM NUMBER: #9

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Joseph P. Walsh
Chairman

BACKGROUND:

Attached is a construction escrow release for Montgomery Walk Phase IIB, as recommended by the Township Engineer. The original amount of the escrow was \$386,754.78, held as a Letter of Credit. This is the third escrow release for this project. The current release is in the amount of \$8,170.00. The new balance would be \$205,095.53.

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:

Robert J. Birch	Aye	Opposed	Abstain	Absent
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

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

RELEASE OF ESCROW FORM

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

Date: 8/14/2014

RE: DEVELOPMENT NAME: MONTGOMERY WALK CA Job #: 105-510A.03
PHASE: ILB Release #: 3

Dear Mr. Hanna:

This is an escrow release request from CHIP REEVES- DAVID CUTLER GROUP in the amount of
\$ 8,170.00. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

Developer Signature: _____

DAVID CUTLER GROUP
Developer Printed Name

ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.

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

Date: 8-21-2014

Dear Mr. Gregan:

We have reviewed the developer's request for an escrow release. We, therefore, recommend that
\$ 8,170.00 be released. These improvements will be subject to a final observation prior to dedication
and again at the end of the maintenance period. Any deficiencies will be required to be corrected.

Joseph P. Hanna
Joseph P. Hanna, P.E.

Resolution # _____

WHEREAS, a request for release of escrow was received from the cutler group for Monty. Walk
in the amount of \$ 8170.00, on the representation that work set forth in the Land Development Phase II B
Agreement to that extent has been completed and; WHEREAS, said request has been reviewed by the
Township Engineer who recommends release of \$ 8170.00; NOW, THEREFORE, BE IT
RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of
\$ 8170.00; in accordance with the developer's request, and the officers of the Township are
authorized to take the necessary action to obtain release of said sum. BE IT FURTHER RESOLVED that
Township records indicate that escrow has been deposited via ACH EFT of Credit
with Montgomery Township in a total sum of \$ 386,754.78
pursuant to a signed Land Development Agreement and that \$ 173,419.25 has previously been
release from this escrow. Therefore, the action of the Board is releasing said sum leaves a new balance of \$ 213,335.53
in escrow.

MOTION BY: _____

VOTE: _____

SECOND BY: _____

DATED: _____

RELEASED BY: _____
Department Director



Chambers Associates, Inc.
Civil Engineers & Surveyors
2962 Skippack Pike
P.O. Box 678
Worcester, PA 19490
484-991-8187
staff@chambersassoc.com

August 21, 2014

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

Subject: Montgomery Walk IIB – Escrow Release #3
C.A. Job #105-510A.03

LOS #627 A-B

Dear Mr. Gregan:

In accordance with Section 509(j) of the Pennsylvania Municipal Planning Code, the David Cutler Group has requested the release of \$8,170.00 on August 20, 2014 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 \$8,170.00 have been completed.

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 our office.

Very truly yours,

Joseph P. Hanna, P.E.

/jvr

C: Bruce Shoupe, Montgomery Township
Marita Stoerrle, Montgomery Township
David Cutler, The Cutler Group
Chip Reeves, The Cutler Group
Richard McBride, McBride & Murphy

ESCROW FORM
PROJECT: MONTGOMERY WALK PHASE II-B

TWP/BORO: Montgomery
DATE: 08/21/14

\$8,170.00 AMOUNT PAYABLE
\$181,659.25 TOTAL RELEASED TO DATE

\$386,754.78 ORIGINAL ESCROW AMOUNT
\$173,489.25 PRIOR ESCROW RELEASED
\$8,170.00 CURRENT ESCROW RELEASE REQUEST
\$205,095.53 BALANCE AFTER CURRENT RELEASE

RELEASE #:

3

ESTIMATED COMPLETION DATE:

JOB #:
105-510A.03

ITEM	UNIT PRICE	ESCROW QUANTITY	UNIT	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL
<u>Erosion Control</u>								
Inlet Protection	\$150.00	4	ea	\$600.00		\$0.00	0	\$0.00
<u>Curb</u>								
Belgian Block Curb	\$16.50	1785	lf	\$29,452.50		\$0.00	1785	\$29,452.50
<u>Paving</u>								
Fine Grade and Compact	\$0.65	2872	sy	\$1,866.80		\$0.00	2872	\$1,866.80
3" 2A Modified Stone Base	\$4.15	2872	sy	\$11,918.80		\$0.00	2872	\$11,918.80
5" BCBC	\$23.80	2872	sy	\$68,353.60		\$0.00	2872	\$68,353.60
Tack Coat/ 1.5" Wearing	\$9.75	2872	sy	\$28,002.00		\$0.00	0	\$0.00
<u>Storm Sewer</u>								
Tie into Existing	\$750.00	2	ea	\$1,500.00		\$0.00	2	\$1,500.00
15" RCP	\$39.75	877	lf	\$34,860.75		\$0.00	877	\$34,860.75
15" Flared End Section	\$790.00	2	ea	\$1,580.00		\$0.00	2	\$1,580.00
Inlet	\$1,980.00	9	lf	\$17,820.00		\$0.00	9	\$17,820.00
<u>Pedestrian Trails/Walks</u>								
5' Wide Paved Trail/Walk - 6" 2A Modified	\$27.00	778	sy	\$21,006.00		\$0.00	0	\$0.00
<u>Site Lighting</u>								
Street Lights	\$3,370.00	2	ea	\$6,740.00		\$0.00	1	\$3,370.00
<u>Court O</u>								
<u>Earthwork</u>								
Inlet Protection	\$110.00	1	ea	\$110.00		\$0.00	0	\$0.00
Rough Grade	\$0.04	6670	sf	\$266.80		\$0.00	6670	\$266.80
Fine Grade Paving	\$0.06	11200	sf	\$672.00		\$0.00	0	\$0.00
<u>Curb</u>								
Fine Grade Curb	\$0.75	380	lf	\$285.00	380	\$285.00	380	\$285.00
Belgian Block curb	\$20.00	380	lf	\$7,600.00	380	\$7,600.00	380	\$7,600.00
Backfill Curb	\$0.75	380	lf	\$285.00	380	\$285.00	380	\$285.00
<u>Paving</u>								
3" 2A Modified Stone Base	\$3.60	1240	sy	\$4,464.00		\$0.00	0	\$0.00
5" BCBC	\$21.00	1240	sy	\$26,040.00		\$0.00	0	\$0.00
Tack Coat/ 1.5" Wearing	\$9.30	1240	sy	\$11,532.00		\$0.00	0	\$0.00
<u>Landscaping</u>								
<u>Shade Trees</u>								
Acer rubrum 'October Glory'	\$385.00	4	ea	\$1,540.00		\$0.00	0	\$0.00
Gleditsia triacanthos var. inermis 'Skycole'	\$385.00	26	ea	\$10,010.00		\$0.00	0	\$0.00
Pyros calleryana 'Redspire'	\$385.00	5	ea	\$1,925.00		\$0.00	0	\$0.00
Quercus phellos	\$385.00	6	ea	\$2,310.00		\$0.00	0	\$0.00
<u>Individual On-Lot Shade Trees</u>								
Acer rubrum 'October Glory'	\$385.00	15	ea	\$5,775.00		\$0.00	0	\$0.00
Gleditsia triacanthos var. inermis 'Skycole'	\$385.00	12	ea	\$4,620.00		\$0.00	0	\$0.00
Pyros calleryana 'Redspire'	\$385.00	1	ea	\$385.00		\$0.00	0	\$0.00
Quercus phellos	\$385.00	1	ea	\$385.00		\$0.00	0	\$0.00

ESCROW FORM
PROJECT: MONTGOMERY WALK PHASE II-B

TWP/BORO: Montgomery
DATE: 08/21/14

\$8,170.00 AMOUNT PAYABLE
\$181,659.25 TOTAL RELEASED TO DATE

\$386,754.78 ORIGINAL ESCROW AMOUNT
\$173,489.25 PRIOR ESCROW RELEASED
\$8,170.00 CURRENT ESCROW RELEASE REQUEST
\$205,095.53 BALANCE AFTER CURRENT RELEASE

RELEASE #:

3

ESTIMATED COMPLETION DATE:

JOB #:
105-510A.03

ITEM

UNIT PRICE	ESCROW QUANTITY	UNIT	ESCROW TOTAL	CURRENT QUANTITY	CURRENT TOTAL	RELEASED QUANTITY	RELEASED TOTAL
<u>Individual Lot Ornamental Trees</u>							
	\$350.00	5 ea	\$1,750.00		\$0.00	0	\$0.00
Amelanchier canadensis							
	\$350.00	16 ea	\$5,600.00		\$0.00	0	\$0.00
Cercis canadensis							
	\$350.00	6 ea	\$2,100.00		\$0.00	0	\$0.00
Cornus kousa							
	\$350.00	14 ea	\$4,900.00		\$0.00	0	\$0.00
Magnolia virginiana							
	\$350.00	12 ea	\$4,200.00		\$0.00	0	\$0.00
Prunus sargentii							
	\$350.00	7 ea	\$2,450.00		\$0.00	0	\$0.00
Syringa amurensis japonica							
<u>Buffer Evergreen Trees</u>							
	\$250.00	6 ea	\$1,500.00		\$0.00	0	\$0.00
Picea abies							
	\$250.00	8 ea	\$2,000.00		\$0.00	0	\$0.00
Pinus strobus							
<u>Street Lights</u>							
	\$3,370.00	2 ea	\$6,740.00		\$0.00	0	\$0.00
Street Lights							
<u>Pedestrian Trails/Walks</u>							
	\$27.00	350 sy	\$9,450.00		\$0.00	0	\$0.00
5' Wide Paved Trail/Walk - 6" 2A Modified							
<u>Miscellaneous</u>							
	\$5,000.00	1 ls	\$5,000.00		\$0.00	0.5	\$2,500.00
Construction Stakeout							
	\$2,500.00	1 ls	\$2,500.00		\$0.00	0	\$0.00
Pins & Monuments							
	\$1,500.00	1 ls	\$1,500.00		\$0.00	0	\$0.00
As-Built Drawings							
Sub-Total			\$351,595.25		\$8,170.00		\$181,659.25
10% Contingency			\$35,159.53	1 ls	\$35,159.53	0	\$0.00
Escrow Total			\$386,754.78				
Engineering and Legal Cash Escrow			\$25,000.00				
Note:							
Maintenance Bond Amount for this project is:			\$58,013.22				

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Capital Purchase – Replacement Fire Department Rescue Pumper

MEETING DATE: August 25, 2014 ITEM NUMBER: #10

MEETING/AGENDA: ACTION X NONE

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

INITIATED BY: Richard M. Lesniak BOARD LIAISON: Robert J. Birch, Supervisor
Director of Fire Services Liaison – Public Safety Committee

BACKGROUND:

This matter involves a request for approval to purchase capital equipment for the Department of Fire Services in accordance with the 2014 approved final budget.

The Second Class Township Code requires that annual purchases of like goods \$10,000 or more require formal bidding in accordance with the procedures in the Second Class Township Code including approval by the Board of Supervisors at a public meeting. Purchases from the Pennsylvania State Cooperative Purchasing Co-Stars Program or other approved Cooperative Purchase Programs such as the Montgomery County Consortium of Communities, City of Harrisburg and Dauphin County may be substituted for formal bidding subject to approval by the Board of Supervisors.

On February 11, 2013, the Board of Supervisors authorized the Director of Fire Services to create a committee comprised of volunteer and career members for the purpose of designing a new fire apparatus. The new apparatus will be replacing a 1989 Hahn fire engine, which was purchased used for \$70,000.00 in 2003 from the East Moriches Fire District in East Moriches, New York. In the following months, the committee met with representatives from the following fire apparatus manufacturers to design a new rescue pumper.

1. Ferrara Fire Apparatus, Inc.
2. KME Kovatch
3. Pierce Manufacturing Inc.
4. RedStorm Fire & Rescue Apparatus
5. Rosenbauer
6. Seagrave Fire Apparatus, LLC

Four (4) of these six (6) manufacturers submitted written specifications and drawings for our consideration.

The committee then evaluated each submission on the following three (3) criteria:

1. Design/Layout – Did the manufacturer design and layout the proposed apparatus with the features that our community needs and in a similar manner as our existing frontline apparatus?
 - a. Carry the equipment needed to handle the emergencies we encounter in the Township.
 - b. Storage of said equipment in similar locations on our frontline apparatus.
 - c. Controls are laid out similar to our existing front line apparatus.

2. Maintenance – Is the apparatus designed in such a manner that routine maintenance could be performed “in-house” by our staff? Is the manufacturer able to provide on-site maintenance versus taking the apparatus out of service in order to take it to a repair facility?
 - a. Are the costs (preventive maintenance, service, etc.) comparable or better than we are currently experiencing.
 - b. Out-of-service time
3. Training – Which manufacturer provided an apparatus that allowed for the most efficient training of our staff?
 - a. Initial training upon delivery
 - b. Member training
 - c. Driver/Operator training

Two (2) of the four (4) manufacturers completed the process and submitted final specifications, drawings, and cost quotes for the committee’s consideration.

Attached is a copy of the quote dated July 31, 2014 from KME Kovatch, an authorized vendor under the Co-Stars Cooperative Purchase Program (Contract #013-005), to provide a 2015 KME Severe Service Rescue Pumper at a base cost of \$525,051.00. The Truck Committee would like to add the air bag protection option to protect the occupants of the vehicle. This would bring the total cost of the vehicle to \$533,251.00. KME anticipates the new apparatus to be constructed in 330-360 days.

KME Kovatch is offering the following prepayment discounts:

- 100% Prepay Discount = \$19,252.00
- 90% Prepay Discount = \$17,327.00
- 75% Prepay Discount = \$14,439.00
- 50% Prepay Discount = \$9,626.00
- 25% Prepay Discount = \$4,813.00

Also attached is a copy of the quote dated May 31, 2014 and revised on July 22, 2014 from Pierce Manufacturing, an authorized vendor under the Co-Stars Cooperative Purchase Program (Contract # 013-16), to provide a 2015 Arrow XT Rescue Pumper at a total cost of \$586,856.00. The price quote per the cooperative purchase contract is \$59,816.00 less than the manufacturer’s suggested retail price of \$646,730.00. The apparatus proposed by Pierce meets the criteria prepared by the joint Truck Committee. Pierce anticipates the new apparatus to be constructed in 240-270 days. The cost of obtaining a Performance Bond is included in the sales price.

Pierce Manufacturing is offering the following prepayment discounts:

- If the “Chassis Price” of \$308,116.00 is paid 90 days prior to completion, of the finished product = \$8,975.00.
- If the total “Contract Price” is paid in full within 30 days receipt of the P.O. at the factory = \$12,620.00.
- If the vehicle is paid in full at the time the apparatus ships from the factory (can be in conjunction with above discounts = \$3,582.00

After reviewing each proposal against the criteria previously stated, the Committee offered the following comments:

1. Design/Layout – Both manufacturers were able to design and layout the proposed apparatus with the features that our community needs and in a similar manner as our existing frontline apparatus. The Committee noted that, given the fact that four out of our five front line apparatus were manufactured by Pierce, our firefighters are familiar with the design and layout of the controls used by this manufacturer. This is an important fact when the firefighters are operating under stressful and emergency conditions.

2. Maintenance – While both manufacturers took maintenance into consideration during their designs, the Committee again noted that four out of our five front line apparatus were manufactured by Pierce. Our engineering staff already has various parts and equipment in stock to make minor in-house repairs. An analysis of both manufacturers preventive maintenance and repair costs are as follows:
 - a. 2014 Maintenance Cost Comparison for Squad 18 (1/1/14 – 07/31/14) KME is approximately 27% higher than Pierce.
 - b. Projected Preventive Maintenance over the expected 15 year life of the apparatus – KME is approximately 12% higher than Pierce.
 - c. 2014 Service and Preventive Maintenance Rates are attached to this document.
3. Training – In order to become qualified to drive the current Engine and Squad, members of the Department are required to perform approximately 20 hours of combined maintenance, pumping and driving on each apparatus. Purchasing an apparatus that is the same as our 2006 Pierce Rescue Pumper will cut the initial training time in half.

Members of the committee then contacted surrounding Fire Departments that recently purchased similar apparatus to determine their experiences (design/purchase process, delivery/in-service, performance, and maintenance).

Departments that purchased apparatus from KME Kovatch provided mixed feedback. Comments relating to attention to detail and quality control were prevalent during the manufacturing process. The same Departments reported delays putting the apparatus in service, multiple repairs for the same issue(s) and lengthy out of service time while the apparatus was returned to Nesquehoning, PA for repairs.

Departments that purchased apparatus from Pierce Manufacturing spoke highly of their experience. In fact, many Departments have changed their entire fleet to be apparatus manufactured by Pierce. The Departments provided positive comments regarding the in-station repair capabilities of Glick Fire Equipment Company, Inc., Pierce's local sales and service dealership. Montgomery Township currently uses Glick as our service and preventive maintenance vendor for all of our fire apparatus.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

Funding for the purchase of a new fire apparatus was included in the 2014 budget.

ALTERNATIVES/OPTIONS:

Cooperative purchasing programs, such as Co-Stars and the Pennsylvania State Cooperative Purchasing Program, use the purchasing power of local entities, to obtain more competitive pricing and choice than individual municipalities might be able to obtain on their own. The Township also saves on the expense of preparation of bid specifications, notice and advertising.

BUDGET IMPACT:

A total of \$575,000.00 was budgeted for the purchase of this replacement fire apparatus. If the Board of Supervisors approve the purchase of the apparatus with the recommended prepayment incentives, the cost of the apparatus will be within budget.

RECOMMENDATION:

After reviewing the design criteria and considering the experiences of surrounding Fire Departments, along with the difference in production time, the joint truck committee recommends that the Board of

Supervisors approve the award of the contract for the purchase of a 2015 Rescue Pumper to Pierce Manufacturing, Inc., based their Co-Stars Cooperative Purchase quote of \$586,856.00, subject to acceptable Options B, C and D. Township Management does not recommend Option D proposing a discount of \$12,557.00 for prepayment of total "Contract Cost" within 30 days of receipt of Purchase Order. The total cost with acceptable options is \$575,891.00.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the award of the contract for the purchase of a 2015 Rescue Pumper to Pierce Manufacturing, Inc., based their Co-Stars Cooperative Purchase quote dated July 10, 2014 in the amount of \$586,856.00, subject to acceptable Options B, C and D, for a total cost of \$575,891.00.

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
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

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

TO: PURCHASER

FROM: PIERCE MFG

DATE: AUGUST 17, 2010 (REV: July 10, 2014)

RE: Simple instructions on how to place an order for Pierce fire apparatus through the COSTARS 013-016 contract.

1. Issue an official **Purchase Order** on letterhead, or alike media; or request and complete a **COSTARS 13 Purchase Agreement Form** as can be provided by your sales representative. Send the PO or signed agreement along with a copy of the "APPARATUS CONTRACT BID QUOTE" to:

Attn: CONTRACT/ SALES DEPARTMENT

Pierce Mfg.
2600 American Drive
Post Office Box 2017
Appleton, WI 54912

Fax # - (920) 832-3080

OMSupport@piercemfg.com

2. Copy the same information to:

Attn: Kelly Baumgartle

Glick Fire Equipment Co.
350 Millcreek Road
Bird In Hand, PA 17505

Fax # (717) 299-4324

kelly.baumgartle@glickfire.com

NOTES & COMMENTS:

- Contact Kelly Baumgartle of Glick Fire Equipment with questions @ (717) 299-4120 or email kelly.baumgartle@glickfire.com.
- Pierce Mfg / Glick Fire Equipment will notify D.G.S. COSTARS through quarterly sales reports as required.



PERFORM. LIKE NO OTHER.

APPARATUS CONTRACT PRICE ESTIMATE
COSTARS 13 - CONTRACT #013-016
 Quotation Date: May 31, 2014 - Revised: July 22, 2014
 Price valid until August 22, 2014

Class or Item	Qty	Unit	MONTGOMERY TOWNSHIP FIRE DEPARTMENT Description	Unit Price
A	1	Set	<u>PIERCE® ARROW XT PUMPER - BID # 341</u> 2015 Pierce Arrow XT Pumper per the proposal specifications, <div style="text-align: right;"> COSTARS PRICE \$ 586,856.00 (Option B) Performance Bond Option \$ 1,592.00 (Option E) COSTARS 30 Day (Delayed) Payment Terms Discount \$ (3,582.00) NET DUE PIERCE \$ 584,866.00 </div>	
B			<u>APPARATUS OPTIONS</u> Performance Bond Option.	\$ 1,592.00
C			This unit is subject to the following discount if the "Chassis Price" of \$308,116.00.00 is paid 90 days prior to completion of the finished apparatus.	\$ (8,975.00)
D			This unit is subject to the following discount if the total "Contract Price" is paid in full within 30 days of receipt of the P.O. at the factory.	\$ (12,620.00)
E			This unit is subject to the following discount if the vehicle is paid in full at the time the apparatus ships from the factory. (This discount can be in conjunction with option "B" & "D" above.)	\$ (3,582.00)
<u>IMPORTANT:</u> All payments must be sent directly to Pierce Mfg. and not the resrepresenting dealer.				

NOTES & CONDITIONS:

- 1) Build time will be scheduled for approximately 8 to 9 months after acceptance of P.O. at the factory.
Dealer supplied loose equipment or equipment mounting is not included in the apparatus leadtime, if applicable, and may increase the delivery leadtime which cannot affect or delay the payment terms of the apparatus.
- 2) Additional options may affect the delivery lead time of the apparatus.
- 3) All stock units are subject to availability, if applicable. Check with your Pierce Sales Rep for availability prior to ordering.
- 4) Multiple order discounts only apply on identical units purchased through the same entity, if applicable.
- 5) Transit coating will be applied on each vehicle shipping between Nov 15 - Apr 1.
- 6) Subject to manufacturers update without notice; such as lighting, tires, etc., not affecting the intent of these specifications.
- 7) This apparatus meets the current NFPA 1901 requirements at the time of quotation.
- 8) Late or untimely payments are subject to a fee of 1% of total balance due per month or 12% APR. All penalties are based on the actual delivery and acceptance date.
- 9) Upon delivery to the customer location, the said apparatus canNOT be placed into service, operated, driven,, modified, or mounting of customer equipment until all debts are settled.



D.G.S. COSTARS 013 – PURCHASE AGREEMENT

THIS AGREEMENT, in conjunction with PA Department of General Services COSTARS Contract 013, made by and between Pierce Manufacturing, Appleton, WI, first party, and the Montgomery Township, Montgomeryville, PA, by its authorized representative, second party

WITNESSETH:

First. The said first party hereby agrees to furnish the emergency vehicle and equipment according to the proposal specifications hereto attached and made a part of this agreement and to delivery the same as hereinafter provided.

Second. The first party agrees that all material and workmanship in and about said emergency vehicle and equipment shall comply with said proposal specifications. The standard Pierce Warranty will apply.

Third. This agreement for said emergency vehicle conforms with all Federal Department of Transportation (DOT) rules and regulations and the January 1, 2009 NFPA 1901 Standard Edition in effect at the time of agreement signing; as published, except as modified by customer specifications.

Fourth. The said emergency vehicle and equipment shall be ready for delivery in approximately 8 – 9 months after receipt and acceptance of this agreement by all parties.

Fifth. A competent representative shall be furnished by the dealer to demonstrate said emergency vehicle for the second party and to give its employees/members the necessary instructions in the operation and safe handling of said emergency vehicle as described in the proposal specifications.

Sixth. The second party hereby purchases and agrees to pay, for said emergency vehicle and equipment, per the proposal quotation provided on May 31, 2014 and revised on July 22, 2014. Payment shall be made directly to first party upon acceptance/delivery per the invoice instructions.

Seventh. In case the second party desires to test the emergency vehicle, such test shall be made within ten (10) days after arrival at destination, and a written report of such test forthwith delivered to the first party at its principal office at Appleton, Wisconsin. If no such test be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with proposal specifications. In the event the emergency vehicle is not paid in full; the unit(s) cannot be placed into service, no equipment loading or mounting shall occur, no modifications shall be made to said vehicle(s), vehicles must be garaged, and proper vehicle insurance must be maintained by second party.

Eighth. It is agreed that the apparatus and equipment covered by this agreement shall remain the property of the first part until the entire agreement price has been paid, but if more than one emergency vehicle is covered by this agreement, then each emergency vehicle shall remain the property of the first party until the above listed price for such emergency vehicle has been paid in full, and in case of any default in payment the first party may take full possession of the emergency vehicle and equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as payment for the use of the emergency vehicle and equipment up to date of taking possession.

Ninth. This agreement to be binding must be signed and approved by an authorized officer of Pierce Manufacturing and Montgomery Township.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed, and attested by its authorized representatives on this ____ day of _____, 2014.

PIERCE MANUFACTURING, INC.

MONTGOMERY TOWNSHIP

NAME: _____

NAME: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Advertise Proposed Ordinance #14-281 – Renewal of Comcast Franchise Agreement

MEETING DATE: August 25, 2014 ITEM NUMBER: # 11

MEETING/AGENDA: ACTION NONE

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

INITIATED BY: Stacy Crandell Assistant to the Township Manager BOARD LIAISON: Joseph P. Walsh, Chairman Board of Supervisors

BACKGROUND:

Montgomery Township's Franchise Agreement with Comcast will expire on November 21, 2014. The time provided for in the Cable Communications Act of 1984 to negotiate a new franchise agreement has been underway. On August 13, 2012, the Board of Supervisors retained the services of the Cohen Law Group to represent the Township during the negotiations for the renewal of the Comcast Cable Franchise Agreement.

After almost of year of back and for the negotiations, the Township has reached a tentative renewal agreement with Comcast. Before the agreement can be approved, the township is required to enact an ordinance to authorize execution of the agreement. Township Staff recommends that the Board the public meeting to consider adoption of the Ordinance be set for Monday, September 8, 2014 after 8PM.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

On August 13, 2012, the Montgomery Township Supervisors retained Cohen Law Firm as counsel for the upcoming renewal of the Comcast Cable Franchise Agreement.

On January 28, 2013, the Montgomery Township Supervisors authorized the advertisement for the public hearing regarding the Comcast Franchise Agreement Renewal and set the date of the hearing for February 25, 2013.

On February 25, 2013, the Montgomery Township Supervisors held a public hearing regarding the Comcast Franchise Renewal.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Township Staff recommends that the Board authorize advertisement of Proposed Ordinance #14-281 for consideration for adoption at the Boards public meeting on September 8, 2014 after 8PM.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby set Monday, September 8, 2014 after 8:00 PM, in the Township Building as the date, time and place for the public meeting to consider the enactment of Proposed Ordinance #14-281 authorizing the execution of a renewal cable franchise agreement between the Township and Comcast.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
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

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

ORDINANCE NO. _____

**ORDINANCE OF THE TOWNSHIP OF MONTGOMERY AUTHORIZING
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
TOWNSHIP AND COMCAST OF PENNSYLVANIA, LLC**

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Pennsylvania law, the Township of Montgomery (hereinafter the "Township") is authorized to grant franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the Township's jurisdiction; and

WHEREAS, Comcast of Pennsylvania, LLC ("Comcast") currently holds a cable franchise from November of 1965 originally granting a cable franchise to a predecessor entity of Comcast; and

WHEREAS, Comcast has requested that the Township renew Comcast's franchise to maintain, construct, operate, and upgrade its Cable System over, under and along the aforesaid rights-of-way for use by the Township's residents; and

WHEREAS, the aforesaid rights-of-way used by Comcast are public properties acquired and maintained by the Township and held in trust on behalf of citizens of the Township and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, ensure future technical improvements to maintain a technologically-advanced cable system, establish certain reporting requirements, obtain certain complimentary services, receive franchise fees for Comcast's use of the Township's rights-of-way as provided by federal law, establish certain reporting requirements and provide for the current and future cable-related needs of its residents; and

WHEREAS, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator's past performance and identifying the Township's future cable-related community needs; and

WHEREAS, the Township has determined that Comcast has the financial, legal and technical ability to provide cable services to subscribers located in the Township; and

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained in the cable franchise agreement negotiated between the Township and Comcast.

NOW THEREFORE, BE IT ORDAINED that the Township Board of Supervisors does hereby approve the cable franchise agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

ENACTED AND ORDAINED this ____ day of _____, 2014.

ATTEST:

MONTGOMERY TOWNSHIP

Chairman, Board of Supervisors

CABLE FRANCHISE AGREEMENT

BETWEEN

TOWNSHIP OF MONTGOMERY

AND

COMCAST OF PENNSYLVANIA, LLC

With assistance from:

**The Cohen Law Group
1000 Gamma Drive, Suite 305
Pittsburgh, PA 15238
Phone: (412) 447-0130
www.cohenlawgroup.org**

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the ____ day of _____, 2014 (hereinafter referred to as the "Effective Date") by and between the Township of Montgomery, a municipality located in Montgomery County, Pennsylvania (hereinafter referred to as the "Township") and Comcast of Pennsylvania, LLC (hereinafter referred to as "Comcast").

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 and any future amendments thereto (hereinafter collectively referred to as the "Cable Act"), the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township's jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated November 22, 2004, granting a cable franchise to Comcast of Pennsylvania, LLC; and

WHEREAS, Comcast has requested that the Township renew Comcast's franchise to maintain, construct, operate, and upgrade its Cable System over, under and along the aforesaid rights-of-ways for use by the Township's residents; and

WHEREAS, the aforesaid rights-of-way used by Comcast are public properties acquired and maintained by the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of customer service, encourage the maintenance of a technologically-advanced Cable System, establish certain reporting requirements, obtain certain complimentary services, preserve the right to obtain and/or maintain the use of educational and governmental channels, receive franchise fees for Comcast's use of the Township's rights-of-ways as provided by federal law, and provide for the current and future cable-related needs of its residents; and

WHEREAS, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator's past performance and

identifying the Township's future cable-related community needs; and

WHEREAS, the Township has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's Franchise according to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Township and Comcast agree as follows:

SECTION 1 **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Comcast of Pennsylvania, LLC but does not include affiliated entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - That service tier which shall include at least the retransmission of local broadcast television signals and any educational and/or governmental access channels.

(c) Broadcast - Over-the-air transmission by a television or radio station.

(d) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(e) Cable Service or Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(f) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Township, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(g) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(h) Complaint - Any written (including electronic) or credible oral communication by a Subscriber expressing dissatisfaction Comcast's the operation of its Cable System that is within Comcast's control and requires a corrective measure on the part of Comcast.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational and Governmental (EG) Channel - An access channel in which the programming is educational and/or governmental in nature

(k) Emergency - A condition that either (1.) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2.) has caused or is likely to cause the Cable System in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(l) FCC - Federal Communications Commission.

(m) Franchise - The right granted by the Township to construct, operate and maintain a Cable System within the corporate limits of the Township as embodied in the terms and conditions of this Agreement in accordance with the Cable Act and applicable federal law.

(n) Gross Revenues - All revenue received directly or indirectly by Comcast or its Affiliated Entities attributable to, or in any way derived from the operation of Comcast's Cable System in the Township to provide Cable Services calculated in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Service;
- (4) fees charged to Subscribers for any optional, per-channel or per-program Cable Service;
- (5) revenue from the provision of any other Cable Service;
- (6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service programming;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees for Cable Service calls;
- (9) fees for leased access channels;
- (10) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (11) rental or sales of any and all subscriber equipment, including converters, remote control devices and digital video recorders ("DVRs");
- (12) any and all locally-derived advertising revenues;
- (13) revenues or commissions from locally-derived home shopping channels;
- (14) revenue derived from interactive Cable Service;
- (15) fees for any and all music services deemed to be a Cable Service;
- (16) fees for video-on-demand;
- (17) sales of hard-copy program guides;
- (18) late payment fees;
- (19) NSF check charges; and
- (20) Franchise fees.

Gross Revenues shall not include bad debts, program launch fees, investment income, refundable deposits, or any taxes on services furnished by

Comcast and imposed directly upon any Subscriber or user by the Township, state, federal or other governmental unit.

(o) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(p) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

(q) Outlet - An interior receptacle that connects a television set to the Cable System.

(p) Programming - Any video programming signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(r) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, including property over which the Township has a sufficient easement or right-of-way, which are under the jurisdiction of the Township.

(s) Service Interruption - The loss of picture or sound on one (1) or more channels.

(t) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

SECTION 2

GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive and revocable franchise to Comcast, authorizing and permitting Comcast to construct, operate, and maintain

a Cable System in the Township's Public Rights-of-Way for the provision of Cable Services.

Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the right to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date and expiring on _____, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 NON-EXCLUSIVITY

This franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant another franchise to construct, operate or maintain a Cable System within the Township or for any other purpose.

2.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

2.5 NO WAIVER OF RIGHTS

No course of dealing between the Township and Comcast, nor any delay on the part of the Township in exercising any rights hereunder, shall operate as a waiver of any such rights of the Township or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Township.

2.6 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAW

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally-applicable local laws and regulations. In the event of a conflict between a Township cable ordinance and this Franchise, the Franchise shall control.

2.7 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the Township reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Municipality.

(b) The Franchise granted to Comcast is non-exclusive; however, if the Township grants a subsequent Franchise that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If the Township agrees with Comcast that, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Township and Comcast shall enter into discussions in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service is submitted to the Township proposing to serve Subscribers within the Township, then the Township shall promptly notify Comcast in writing of the submission of the application.

SECTION 3 **COMPENSATION TO THE TOWNSHIP**

3.1 FRANCHISE FEES

Comcast shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. The term "Gross Revenues" is defined in Section 1 "Definitions" above. Comcast shall not deduct or otherwise credit against the franchise fee any tax, fee or assessment of general applicability. The Township may amend the franchise fee upon ninety (90) days written notice to Comcast provided that the franchise fee may not exceed the maximum percentage

permitted by law. A copy of the Resolution or Ordinance authorizing the franchise fee rate adjustment by the Township shall accompany such written notice. Any change in Comcast's franchise fee obligation contained herein shall commence within ninety (90) days from such written notice.

3.2 QUARTERLY PAYMENTS

Franchise fee payments to the Township under this provision shall be computed at the end of each calendar quarter and shall be due and payable within forty-five (45) days after the end of each quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). Upon request and if mutually agreeable, Comcast shall deposit the franchise fee payments electronically into an account designated by the Township. In the event that any franchise fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate (i.e. three (3) percentage points above the federal funds rate), shall be added to the amount of franchise fee revenue due to the Township. The interest rate shall be applied as described from the date such franchise fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement.

3.3 QUARTERLY REPORTS

On a quarterly basis, Comcast shall also provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services in connection with the operation of Comcast's Cable System and a brief description showing the basis for computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall also be verified by a financial representative of Comcast.

3.4 AUDITS

No more than once every three (3) years during the term of the Agreement, upon thirty (30) days prior written notice, the Township shall have the right to conduct an independent audit or franchise fee review of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues in accordance with generally accepted accounting principles. Any such franchise fee review shall occur within sixty (60) months from the date the Township receives such payment, after which period any such payment shall be

considered final. Upon written request, Comcast shall provide the Township with copies of financial records related to the franchise fee audit or review. Such records shall also be made available to the Township at the notice location for Comcast specified in Section 14.3 below.

(a) In the event of an alleged underpayment, the Township shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the franchise fee audit or review reveals that there have been no underpayments, the Township shall provide written notice to Comcast indicating that no underpayments were found and that the franchise fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Township with any written objection to the results of the review or audit, including any substantiating documentation. Based on this exchange of information, the Township shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the Township's final determination, it may submit the dispute to a mutually agreed upon mediator within thirty (30) days of receiving the Township's written notice of determination. In the event that Comcast fails to submit the matter to mediation within the required time period, the Township's final determination shall be binding on Comcast. If Comcast submits the matter to mediation and an agreement is not reached, either party may bring an action to have the dispute determined by a court of competent jurisdiction.

(b) Any franchise fee payment due to the Township as a result of the audit or franchise fee review shall be paid to the Township by Comcast within sixty (60) days from the date the Township notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within sixty (60) days from the final disposition of such action. If the audit or franchise fee review shows that franchise fees have been underpaid, then Comcast shall pay the underpaid amount plus monetary fines of ten (10) percent of the underpayment. If franchise fees have been underpaid by five (5) percent or more, then Comcast shall pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the audit or review.

(c) Any audit shall be conducted by an independent third party. Any entity employed by the Township that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

3.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this Section or in this Agreement shall be construed to limit the authority of the Township to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to franchise fees.

3.6 BUNDLED SERVICES

If Cable Services subject to the franchise fee required under this Section are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, the franchise fee shall be applied to the retail price of the Cable Services in the bundle reduced by no more than a proportionate share of the overall discount. Equipment may be subject to inclusion in the bundled price at full rate card value.

SECTION 4 **SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE**

4.1 AREA TO BE SERVED

(a) Cable Service shall be made available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System into all areas within the Township where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the nearest trunk line. Comcast shall complete said extensions within six(6) months of written notification to Comcast by the Township and verification by Comcast that an area has met the minimum density standard set forth herein (weather permitting). Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance of the cable plant shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet aerial distance or that requires an underground installation, Comcast shall extend Cable Service at a rate not to exceed Comcast's actual cost of installation from its main distribution system.

(c) The Township has the right to require that Comcast places wires and/or equipment underground, provided that the Township imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Township where the wires and/or equipment of telephone and electric utilities are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(d) In the event that public or private funds are made available to pay for the project, Comcast may apply for reimbursement from said public or private funds.

4.2 SERVICE TO MULTIPLE DWELLING UNITS

Comcast and the Township acknowledge and agree that installation and provision of Cable Service to multi-dwelling units as defined in the Township Code (MDU's) are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Communications Act of 1934, as amended, applicable FCC regulations, the Landlord Tenant Act of 1951, as amended and the applicable provisions of 68 P.S. §§ 250.501-B *et seq.*

4.3 PERMITS

Comcast shall apply to the Township for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit; however the issuance of which shall not be unreasonably withheld by the Township. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

4.4 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced

and the surface restored in as good condition as before the disturbance within ten (10) business days of the completion of the disturbance--weather permitting. Upon failure of Comcast to comply within the time specified and the Township having notified Comcast in writing of the restoration and repairs required, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.

(b) Whenever Comcast or any of its agents, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore in as good a condition as before any such damage any public or private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days upon written notice.

(c) Comcast's operations, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Comcast's operation, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operations and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operations, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast also shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Comcast shall also adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in a safe, non-hazardous and suitable condition and in good order and repair in accordance with customary industry standards and practices.

4.5 SYSTEM MONITORING

Comcast shall conduct periodic signal monitoring of all channels delivered on the Cable System in accordance with the technical requirements of the FCC.

4.6 SERVICE AREA MAPS

Upon request, Comcast shall provide to the Township for its exclusive use and shall maintain at its local offices a complete set of Comcast service area strand maps of the Township, on which shall be shown those areas in which its facilities exist and the location of all streets. The strand maps shall be provided to the Township in hardcopy and also, if requested and available, in an electronic GIS format which is compatible with the Township's GIS format. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Comcast shall provide the Township with updated maps within thirty (30) days after any request by the Township.

4.7 BUILDING MOVES

In accordance with applicable laws, Comcast shall, upon the request of any person holding a building moving permit issued by the Township, temporarily raise or lower its wires to permit the moving of the building. Comcast shall be given at least thirty (30) days advance written notice to arrange for such temporary wire changes. If the building to be moved is owned or operated by the Township, Comcast shall raise or lower its wires at no cost to the Township.

4.8 DISCONNECTION AND RELOCATION

Comcast shall, at no cost to the Township, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, sight distance visibility, or the construction of any public improvement or structure.

4.9 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Township, it shall be necessary, in the reasonable judgment of the Township or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Township shall have the right to do so without cost or liability, provided that, wherever possible, the Township shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

4.10 TREE TRIMMING

Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations. If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and maintenance of its equipment, Comcast shall apply to the Township for permission, with the exception of Emergency (as defined above) situations, and if such permission is granted, shall perform such cutting and removal in accordance with the regulations of the Township. Comcast shall reasonably compensate the Township or other property owners for any damages to real property caused by such tree trimming or removal.

4.11 NON-DISCRIMINATION

Comcast shall not discriminate between or among individuals in the availability of Cable Service based upon income in accordance with 47 U.S.C. § 541(a)(3) or based upon race or ethnicity.

SECTION 5 **CABLE SYSTEM SPECIFICATIONS AND TECHNICAL REQUIREMENTS**

5.1 CABLE SYSTEM SPECIFICATIONS

(a) The parties understand and agree that Comcast has designed,

constructed and shall maintain a Cable System that has been built for digital television standards with a bandwidth no less than 750 MHz with addressable technology.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign, or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 5.2(a) below.

5.2 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer one-way and two-way Cable Services for all programming services throughout all parts of the Township where the density requirements of Section 4.2 herein supra are met. The Cable Service provided by the Cable System shall be delivered in accordance with FCC standards. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania as well as the generally applicable laws, ordinances and construction standards of the Township.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

5.3 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC in order that emergency messages may be distributed over the Cable System.

SECTION 6

CUSTOMER SERVICE STANDARDS

6.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) In accordance with applicable law, Comcast shall maintain a customer service center that is conveniently located and shall be open during

Normal Business Hours. Comcast shall provide and maintain a local or toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to customer telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a customer representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. The term "Normal Operating Conditions" is defined in Section 1 "Definitions" above. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis.

(c) Under Normal Operating Conditions, the customer shall receive a busy signal less than three percent (3%) of the time.

(d) Comcast shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering requirements above unless a historical record of Complaints indicates a clear failure to comply. If the Township determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Section 9 below, that there is a clear failure to comply with the telephone answering requirements above, the Township shall notify Comcast in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the Township with its results.

6.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard Installations" are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing distribution system.

(c) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. The term "Service Interruption" is defined in Section 1 "Definitions" above. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the customer.

(d) Upon scheduling of appointments with the customer for installations, service calls and other activities, Comcast shall provide the customer with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the customer.

(e) Comcast may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the customer must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the customer.

6.3 NOTICES

(a) Comcast shall provide written notice to each Subscriber upon initial subscription, and once per calendar year thereafter to each Subscriber, and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and customer Complaint procedures;

- (7) Comcast's address, telephone number and office hours; and
- (8) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes, provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, franchise fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Comcast and the Subscriber.

(c) In accordance with federal law, Comcast shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements contained herein by Comcast during the previous twelve (12) months.

(d) Comcast shall not charge Subscribers for any services that they have not affirmatively requested, provided that this Subsection shall not be construed to limit Comcast's right to restructure services or rates as permitted by applicable law.

6.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) Comcast shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Comcast.

(c) Comcast shall provide the name, address, and telephone number of the Township to Subscribers on the monthly bill, unless the Township requests in writing that Comcast omit such information in accordance with 47 C.F.R. § 76.952.

6.5 CUSTOMER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all customer Complaints, which shall include at least the following:

(a) Comcast shall provide the customer with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the Township is contacted directly about a customer complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, the time period for Comcast to respond as required by Section 6.5(a) above shall commence. If the Township notifies Comcast in writing, then Comcast shall respond in writing within the time period specified in Section 6.5(a) above.

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

- (1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;
- (2) The Subscriber pays all undisputed charges; and
- (3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(d) Comcast shall maintain customer Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

6.6 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least sixty (60) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days written notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

6.7 CREDIT FOR SERVICE INTERRUPTIONS

In the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours upon receipt of written or credible oral request, it shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

6.8 PRIVACY

(a) Comcast shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. Comcast shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

(b) Comcast shall be responsible for complying with such privacy policy and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

(c) Absent a court order or requirement of federal law, neither Comcast nor its designee shall tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, provided, however, that Comcast

may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the federal law. Comcast shall report to the affected parties any instances of monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Comcast. Comcast shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes.

(d) Except as permitted by Section 631 of the Cable Act as amended, neither Comcast nor its designee nor its employees shall make available to any third party, including the Township, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, Comcast shall notify the Subscriber prior to disclosure in conformance with Section 631 of the Cable Act, unless such notification is otherwise prohibited by applicable law or the court.

(e) Upon a request by a Subscriber, Comcast shall make available for inspection at a reasonable time and place all personal Subscriber information that Comcast maintains regarding said Subscriber. Comcast shall ensure that all information related to billing and service requests is accurate and up-to-date and shall promptly correct any errors upon discovery.

(f) Comcast shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, with or without remuneration, in conformance with Section 631 of the Cable Act.

SECTION 7

SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

Upon request, Comcast shall, at no charge to the Township, provide one (1) complimentary standard installation and complimentary Cable Service as described herein below to all present and future public facilities including, but not limited to, the following: the Municipal Administration Building, police stations, fire companies, public works buildings, water and sewer authorities, municipal owned or operated recreational centers, all public and private school buildings and public libraries ("Permitted Free Locations"). No charge shall be made for standard installation within one hundred twenty-five (125) feet of the cable plant or service, except that Comcast may charge for installation or service for more

than one (1) drop in Permitted Free Locations and may charge for installations beyond one hundred twenty-five (125) feet of the cable plant.

(a) Within three (3) months of the Effective Date and upon request, Comcast shall provide or maintain one (1) standard cable Drop, outlet, digital transport adaptor (and any other required end user equipment) and Standard level Cable Services (or equivalent) package to each Permitted Free Location. No charge shall be made for installation, equipment or service.

(b) For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 *et seq.*, as amended, and does not include "home schools" or "cyber schools," or any other educational situation that does not meet specific criterion set forth herein. During the term of this Agreement, new public facilities shall be eligible to receive such complimentary service to the extent that they meet the qualifications as set forth herein above as Permitted Free Locations.

7.2 EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

(a) Comcast shall continue to provide to the Township and/or its designee the use of one (1) dedicated educational and one (1) governmental ("EG") access channel in accordance with Section 611 of the Cable Act and this Section 7.2. Such EG channel(s) shall be used for community Programming related to educational and/or governmental activities. Their purpose is to contribute to an informed citizenry by, among other things, showing local government at work, responding to local needs, telecasting community programs, and bringing local education into the home. The Township shall have complete control over the content, scheduling, administration and all other Programming aspects of the EG channel(s) and may delegate such functions to an appropriate designee. Comcast shall not exercise any editorial control over programming on the EG channel(s). Whether operating on an analog or digital format, Comcast shall cablecast any activated EG channel(s) so that they may be received by all Comcast Subscribers in the Township.

(b) The Township may request in writing one additional EG channel, not to exceed a total of three (3) channels, so long as a threshold use requirement is met for the existing EG access channels designated above. In order to obtain an additional EG channel, the existing EG channels must be programmed with locally produced or sponsored, non-character generated EG Access Programming for twelve (12) hours per day, six (6) days per week during the available cablecast hours for the previous six (6) months. For purposes of this

Section "available cablecast hours" shall mean the hours between 8:00 am to 10:00 pm.

(i) The Township must provide Comcast with written, detailed documentation to verify such existing programming, including, but not limited to, program logs that list (i) program titles and (ii) length of program.

(ii) Such additional EG channel Programming shall not be used simply to repeat EG Programming that is already carried on the existing EG channels, but shall be used to carry substantially new EG Programming. The Township agrees that such additional EG Programming channel shall not be utilized solely to carry character-generated messages; provided, however, that the Township may use said additional EG channel to carry character-generated messages along with other EG Programming.

(iii) Comcast shall make the additional EG channel available to the Township within one hundred eighty (180) days of the written notice described above.

(c) In the event the Township or its designee does not program any EG channel, Comcast may request the use of this channel subject to written approval by the Municipality. If the Township approves Comcast's use of an EG channel and, subsequent to such approval, the Township requests the utilization of the EG channel being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the Township that it requires such channel for educational and/or government use.

(d) To enable the Township to utilize the existing EG channels, Comcast shall continue to provide up to two (2) locations within the municipal boundaries and the cables, wires, lines, and other signal distribution equipment such that live programming can originate from the selected location(s) and be distributed via the Cable System to Subscribers in the Township. These cables, wires, lines and other signal distribution equipment shall be collectively known as the "Return Lines".

(e) Any expenditure made in connection with the construction and maintenance of Return Lines shall be at the expense of the Township. The Township and Comcast further agree that any and all costs incurred by Comcast for supporting such EG channels, including any and all equipment, EG support grants, and maintenance and repair, may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(f) Comcast shall be responsible for maintaining the Return Lines to the video origination points, provided that the Township provides Comcast with access to those locations and access to the EG equipment within these locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG channels in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable System, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

(g) The Township or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channels. The Township and Comcast agree to work cooperatively in implementing the EG channels through such means and in such manner as shall be mutually satisfactory.

7.3 EG SUPPORT GRANT

Comcast shall provide a one-time monetary grant to the Township to be used in support of the production of local EG programming. The EG Grant provided by Comcast shall be in the amount of \$26,862. Such grant shall be paid within three (3) months of the Effective Date and shall not be offset against franchise fees paid to the Township.

SECTION 8

REGULATION BY THE TOWNSHIP

8.1 RIGHT TO INSPECT

(a) The Township shall have the option, upon twenty (20) business days written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 14.3 below all documents, records and other pertinent information maintained by Comcast which relate to the terms of this Agreement.

(b) In addition, Comcast shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

8.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The Township or its representatives may conduct a full compliance review, including a possible public hearing, with respect to whether Comcast has complied with any given material term(s) and condition(s) of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such reviews or public hearings. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is under review, so that Comcast may organize the necessary books and records for appropriate review by the Township. Comcast shall not be required to disclose information in violation with Section 8.1 herein above.

8.3 RESERVED AUTHORITY

The Township reserves the regulatory authority arising from the Cable Act, and any other federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Township's authority, rights or privileges it now holds or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the public rights-of-way.

SECTION 9 REPORTING REQUIREMENTS

9.1 QUARTERLY FRANCHISE FEE REPORT

In accordance with Section 3.3 of this Agreement, Comcast shall accompany each quarterly franchise fee payment to the Township with a quarterly report containing an accurate statement of Comcast's Gross Revenues received for each calendar quarter in connection with the operation of Comcast's Cable System to provide Cable Service and a brief description showing the basis for computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

9.2 ANNUAL FINANCIAL REPORT

Comcast shall submit to the Township, no later than thirty (30) days after a written request, a financial statement including a statement of income, balance sheet and a statement of sources and applications of funds which shall be certified by Comcast's Chief Financial Officer in accordance with Generally Accepted Accounting Principles. Submission by Comcast of the most recent

U.S. Securities and Exchange Commission Annual Report Form 10-K prepared by Comcast shall be deemed as a satisfactory compliance of this Section 9.2.

9.3 CUSTOMER COMPLAINT REPORT

Upon written request, Comcast shall submit to the Township, no later than thirty (30) days after such written request, a report showing the number of Complaints, as defined in Section 1 of "Definitions" above that required a work order and/or service call, originating from the Township received during the previous twelve-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

9.4 GOVERNMENT REPORTS

Upon written request, Comcast shall provide to the Township, no later than thirty (30) days after such written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Township. Comcast shall not claim confidential, privileged or proprietary rights to such documents unless such documents have been determined to be confidential, privileged or proprietary in accordance with the terms and conditions regarding confidentiality as set forth in Section 8.1 (c) of this Agreement.

SECTION 10 **FRANCHISE VIOLATIONS, DAMAGES AND REVOCATION**

10.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Township has reason to believe that Comcast violated any provision of this Agreement, it shall notify Comcast in writing by certified mail of the nature of such violation, the section(s) of this Agreement that it believes has been violated and the details relating thereto. If the Township does not notify Comcast of any violation of this Agreement, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

(b) Comcast shall have thirty (30) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within thirty (30) days, the period of time in which Comcast must cure the violation shall be extended by the Township in writing for such additional time

necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the Township.

(c) If the violation has not been cured within the time allowed under Section 10.1(b) above, then Comcast may request that the Township schedule a public hearing to provide Comcast with the opportunity to demonstrate that Comcast continues to take reasonable steps to cure. The Township is under no obligation to honor Comcast's request for a public hearing, however no such reasonable request for a public hearing shall be unreasonably denied. If the violation has not been cured within the time allowed under Section 10.1(b) above and, in the Township's judgment, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages and the Township's costs in accordance with Section 10.2 below.

10.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with provisions of this Agreement will result in injury to the Township and because it will be difficult to measure the extent of such harm, the Township may assess liquidated damages against Comcast in the amount of one hundred fifty dollars (\$150.00) per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 10.1(b) supra. Such damages shall not be a substitute for specific performance by Comcast or legal action by the Township, but shall be in addition to such specific performance or action.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Township. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation, after which the Township may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction.

(c) Nothing in this Section shall preclude the Township from exercising any other right or remedy with respect to a violation that continues past the time the Township ceases to assess liquidated damages for such breach.

10.3 PERFORMANCE BOND

(a) Comcast shall obtain and maintain during the Franchise term, at its sole cost and expense, a performance bond running to the Township with a

surety company licensed to do business in the Commonwealth of Pennsylvania and satisfactory to the Township to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 10.1 and 10.2 above.

(b) The performance bond shall be in the amount of Twenty-five Thousand Dollars (\$25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Township.

10.4 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the Township under this Agreement, the Township reserves the separate and distinct right to revoke this franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Township in its operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 5.1 of this Agreement;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement.

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 14.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Township Supervisors after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All

notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township, after a public hearing and upon finding the existence of grounds for revocation, may either declare this Franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Township shall issue such declaration and finding within thirty (30) days in a written decision which the Township shall send via certified or overnight mail to Comcast.

SECTION 11 **PROGRAMMING**

11.1 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and state law and regulations.

11.2 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with the most basic tier of service including, but not limited to: 1) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; 2) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and 3) the Educational and Governmental access channel(s). All such signals shall be delivered to Subscribers in accordance with applicable FCC technical specifications.

11.3 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

11.4 CONTINUITY OF SERVICE

Subscribers shall continue to receive Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to the Force Majeure provisions in Section 14 of this Agreement, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service

regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

11.5 PARENTAL CONTROL CAPABILITY

Comcast shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System pursuant to Section 641 of the Cable Act.

11.6 TIER BUY THROUGH PROHIBITION

Comcast shall not require Subscribers in the Township to purchase a particular video service tier, other than the Basic Service tier, in order to obtain access to video programming on a per-channel or per-program basis, unless Comcast has been granted a written waiver by the FCC pursuant to Section 623(b)(8)(c) of the Cable Act.

SECTION 12

LIABILITY AND INDEMNIFICATION

12.1 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the Township, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities. The Township shall give Comcast timely written notice of its obligation to indemnify and defend the Township. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Township determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Township. Comcast shall not indemnify the Township for any claims resulting solely from acts of

willful misconduct or negligence on the part of the Municipality.

12.2 INSURANCE

(a) Comcast shall maintain insurance throughout the term of this Agreement with an insurance company which is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than "A-minus VII", indemnifying the Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable System by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000).

(b) The Township, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 12.2.

(c) All insurance coverage shall be maintained throughout the period of this Agreement. Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conjunction with this Section 12.2. All insurance policies shall contain a provision that the Township will receive thirty (30) days written notice prior to any changes or cancellation of the policy. All expenses incurred for said insurance shall be at no cost to the Township.

(d) A certificate evidencing the insurance coverage required herein shall be provided by Comcast to the Township within thirty (30) days of the Effective Date, upon request by the Township and within thirty (30) days of obtaining new insurance coverage or renewal of such insurance coverage throughout the term of this Agreement.

SECTION 13
FRANCHISE TRANSFER AND RENEWAL

13.1 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Township provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than twenty-five (25%) of its equitable ownership in the Cable System without the prior written consent of the Township.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the Township of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Township shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Township for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding agreement stating that it shall be bound by all the terms and conditions contained in this Agreement.

13.2 RENEWAL

The Township and Comcast agree that any proceedings or activities that relate to the renewal of Comcast's franchise shall be governed by applicable federal and state law.

SECTION 14 MISCELLANEOUS

14.1 FORCE MAJEURE

If for any reason of force majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. The term "force majeure" as used herein shall have the following meaning: acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or of the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment, and partial or entire failure of utilities.

14.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful denial of renewal or revocation, the Township or property owner may deem any property not removed as having been abandoned and the Township may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The Township shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the costs related thereto, or transfer

ownership of the property to the Township designee provided fair market value is paid to Comcast.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

14.3 NOTICES

Every notice or payment to be served upon or made to the Township shall be sent to:

Township of Montgomery
1001 Stump Road
Montgomeryville, PA 18936-9605
Attn: Township Manager/Secretary

The Township may specify any change of address in writing to Comcast.

Every notice to be served upon Comcast shall be sent to:

Comcast
55 Industrial Drive
Ivyland PA 18947
Attention: Government Affairs Department

With copies to:

One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Government Affairs Department

AND

Comcast
North East Division
676 Island Pond Rd

Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Township.

Each delivery to Comcast or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

14.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

14.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.6 GOVERNING LAW

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Montgomery, or in the United States District Court for the Eastern District of Pennsylvania.

14.7 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Township and Comcast. This Agreement supersedes all prior agreements or cable ordinances, or parts of agreements or cable ordinances that are in conflict with the provisions herein.

14.8 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be

deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

14.9 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Township or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Township and Comcast may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township and Comcast.

14.10 COMPLIANCE WITH LAWS

Comcast shall comply with all federal and state laws and local laws, rules and regulations of general applicability.

14.11 THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

14.12 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. _____ dated _____, 2014 of the Township Board of Supervisors.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

WITNESS our hands and official seals to this Cable Franchise Agreement.

ATTEST

TOWNSHIP OF MONTGOMERY

By: _____

Name (Print): _____

Title: _____

Date: _____

ATTEST:

COMCAST OF PENNSYLVANIA, LLC

By: _____

Name: LeAnn Talbot

Title: Senior Vice President Freedom
Region

Date: _____

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

SUBJECT: Consider Authorization to Advertise Proposed Ordinance #14-282 – Increase Compensation for Municipal Sewer Authority Board Members

MEETING DATE: August 25, 2014 **ITEM NUMBER:** # 12

MEETING/AGENDA: **ACTION** **NONE**

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

INITIATED BY: Lawrence J. Gregan **BOARD LIAISON:** Joseph P. Walsh, Chairman
Township Manager Board of Supervisors

BACKGROUND:

The appointed members of the Montgomery Township Authority have been paid a per meeting attendance stipend of \$50 per meeting. A proposal has been submitted to the Township to increase the rate from the current \$50/ meeting rate to \$100/meeting.

A change in the compensation rate for the Authority Board members requires adoption of an ordinance by the Board of Supervisors to authorize the increase. The attached Proposed Ordinance # 14-282 has been prepared by the Authority Solicitor for the Board's consideration.

If adopted, the rate would only apply to newly appointed members. Current Authority Board members would not be eligible for the new compensation rate until their current appointment terms have expired and they have been reappointed.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Payment of the additional compensation rate would be the responsibility of the Authority.

RECOMMENDATION:

Township Staff recommends that the Board authorize advertisement of Proposed Ordinance #14-282 for consideration for adoption at the Board's public meeting on September 8, 2014 after 8PM.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby set Monday, September 8, 2014 after 8:00 PM, in the Township Building as the date, time and place for the public meeting to consider the enactment of Proposed Ordinance #14-282 authorizing the increase in the

Compensation Rate paid to members of the Montgomery Township Sewer Municipal Sewer Authority from \$50.00 per meeting to \$100.00 per meeting.

MOTION: _____

SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
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

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

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

**AN ORDINANCE INCREASING THE COMPENSATION
OF MEMBERS OF BOARD OF THE MONTGOMERY
TOWNSHIP MUNICIPAL SEWER AUTHORITY FROM
\$50.00 PER MEETING TO \$100.00 PER MEETING**

Whereas, the Township has created a municipal authority known as the Montgomery Township Municipal Sewer Authority for the purpose of providing sewer service to the residents of Montgomery Township; and

Whereas, the Township has previously established the compensation of the Members of the Board of said Authority at \$50.00 per meeting;

Whereas, because of the considerable time expended by the Members of the Board of said Authority in the performance of their duties, it is desirable that the compensation of said Members be increased.

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

SECTION I. Pursuant to the provisions of the Municipality Authorities Act, 53 P.A.C.S.A. § 5610(d), the compensation of each of the Members of the Board of the Montgomery Township Municipal Sewer Authority is hereby increased from \$50.00 per meeting to \$100.00 per meeting.

SECTION II. Consistent with the requirements of the above referenced Section of the Municipality Authorities Act, the aforesaid increase in compensation shall commence at the beginning of the next term of each such Board Member following the date of this Ordinance.

SECTION III. CONSTRUCTION AND SEVERABILITY

In the event any provisions, section, sentence, clause or part of this Ordinance shall be held to be invalid, illegal or unconstitutional, such invalidity, illegality or

unconstitutionality shall not effect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being intended that such remainder shall remain in full force and effect.

SECTION IV. REPEALER

All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed as of the effective date of this Ordinance.

SECTION V. EFFECTIVE DATE

This Ordinance shall become effective immediately upon the date of enactment.

ENACTED AND ADOPTED, this _____ day of _____, 2014 by the Board of Supervisors of Montgomery Township.

**BOARD OF SUPERVISORS
MONTGOMERY TOWNSHIP**

By: _____
Joseph P. Walsh, Chairman

Attest: _____
Secretary

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Recreation and Community Center Update

MEETING DATE: August 25, 2014

ITEM NUMBER: #13

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

Township Manager Lawrence Gregan will provide an update on the status of the construction activities for the Recreation and Community Center.

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: Consider Change of Date for Board of Supervisors Meeting from September 22 to September 29, 2014

MEETING DATE: July 28, 2014

ITEM NUMBER: #14

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

The Board of Supervisors meetings are held on the second and fourth Mondays of each month, with a few exceptions for holidays and one meeting in December. The Board meeting packets are prepared in advance and distributed to the Board and website on the Friday before each meeting.

The Township's 300th Anniversary Community Day will be celebrated on Saturday, September 20, 2014. The majority of the Township staff will be involved in the last minute details of this spectacularly planned event. Also, September has given us five Mondays instead of the usual four.

As a result of these circumstances, it has been requested that the Board of Supervisors consider moving their originally scheduled meeting of Monday, September 22, 2014 to Monday, September 29, 2014.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Authorize the date change for the 2nd Board meeting in September to be changed from September 22nd to September 29th, 2014.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the rescheduling of the Monday, September 22, 2014 Board of Supervisors meeting to Monday, September 29, 2014 and authorize the advertisement of the meeting date change as required by law.

MOTION: _____

SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Payment of Bills

MEETING DATE: August 11, 2014 ITEM NUMBER: #15

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan BOARD LIAISON: Joseph P. Walsh, Chairman
Township Manager

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
26076	8/14/14	00000499	MONTGOMERY TWP. PROFESSIONAL	144.26
26077	8/14/14	1264	MORGAN STANLEY SMITH BARNEY INC	5,919.48
58379	8/19/14	00002038	MONTGOMERY CTY CONSERVATION DIST.	455.00
58380	8/19/14	00000040	VERIZON	889.18
58381	8/22/14	00000209	BOUCHER & JAMES, INC.	21,762.91
58382	8/22/14	00000085	CHAMBERS ASSOCIATES, INC.	1,174.92
58383	8/22/14	00000125	DISCHELL, BARTLE DOOLEY	12,683.50
58384	8/22/14	00001902	ELLIOTT GREENLEAF &	767.84
58385	8/22/14	00001282	KENNETH AMEY	340.00
58386	8/22/14	00001972	ROBERT L. BRANT	169.00
58387	8/22/14	00001984	TRAFFIC PLANNING AND DESIGN, INC.	4,598.56
58388	8/22/14	00002039	ABINGTON HEALTH LANSDALE HOSPITAL	70.00
58389	8/22/14	00000340	ADVENT SECURITY CORPORATION	183.00
58390	8/22/14	00902923	ALANA PAVIGLIANITI	191.00
58391	8/22/14	00000443	ALL STATE DESIGN GROUP INC	200.00
58392	8/22/14	00000820	AMPRO	222.16
58393	8/22/14	00000027	ARMOUR & SONS ELECTRIC, INC.	327.50
58394	8/22/14	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	462.00
58395	8/22/14	00902925	BETHANY COOVER	79.00
58396	8/22/14	00000466	BILL MITCHELL'S AUTO SERVICE, INC.	20.47
58397	8/22/14	00000669	ZW USA INC	800.00
58398	8/22/14	00002042	BRIAN FORMAN	712.20
58399	8/22/14	00001288	CARMEN J. CONICELLI III	27.50
58400	8/22/14	00001907	ON-SITE SCANNING SERVICES, INC.	292.50
58401	8/22/14	00001601	CDW GOVERNMENT, INC.	3,524.54
58402	8/22/14	00002026	CHERRY VALLEY TRACTOR	4,677.00
58403	8/22/14	00902932	CLAIRE LONERGAN	45.00
58404	8/22/14	00000111	DAVID H. LIGHTKEP, INC.	3.00
58405	8/22/14	00001202	AIRGAS, INC.	189.18
58406	8/22/14	00000348	TIKENOLOGY, INC.	4,984.00
58407	8/22/14	00001627	DEER PARK DIRECT	167.91
58408	8/22/14	00902478	DONNA CHEVOOR	45.00
58409	8/22/14	00000146	E.A. DAGES, INC.	48.40
58410	8/22/14	00902924	ELLEN PRICE-MALOY	4.00
58411	8/22/14	00901893	EUNJEONG YUN	185.00
58412	8/22/14	00000169	FEDEX	28.31
58413	8/22/14	00001466	FEDEX OFFICE	44.95
58414	8/22/14	00001669	FIRST HOSPITAL LABORATORIES, INC.	145.40
58415	8/22/14	00001504	GALETON GLOVES	323.87
58416	8/22/14	00902501	GENEVIEVE MCCANN	45.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
58417	8/22/14	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	552.00
58418	8/22/14	00000198	GLASGOW, INC.	75,236.42
58419	8/22/14	00902523	HALINA RZEPKA	17.50
58420	8/22/14	00000903	HOME DEPOT CREDIT SERVICES	634.83
58421	8/22/14	00000216	HORSHAM CAR WASH	176.00
58422	8/22/14	00001857	HORSHAM VETERINARY HOSPITAL P.C.	177.50
58423	8/22/14	00000102	INTERSTATE BATTERY SYSTEMS OF	431.80
58424	8/22/14	00000531	INTERSTATE FLEETS, INC.	40.00
58425	8/22/14	00902933	JACQUELYN LESHER	158.00
58426	8/22/14	00902898	JEREMY DOMBROSKI	79.00
58427	8/22/14	00000245	JOHN DEERE GOVERNMENT &	495.00
58428	8/22/14	00902934	JOHN HEALY	1,200.00
58429	8/22/14	902928	JOSEPH ADAMS	155.00
58430	8/22/14	00001581	JOSEPH J. SIMES	90.00
58431	8/22/14	00002040	JULIA LEVA	294.00
58432	8/22/14	00000574	KEVIN CARNEY	89.99
58433	8/22/14	00000932	KIMMEL BOGRETTE	5,400.86
58434	8/22/14	902930	LAUREN BENANTE	45.00
58435	8/22/14	00000354	MAD SCIENCE OF WEST NEW JERSEY	2,100.00
58436	8/22/14	00902435	MARA O'NEIL	140.00
58437	8/22/14	00902926	MARIAN PINKERTON	65.00
58438	8/22/14	00000578	MARVIN MOSEBY	30.00
58439	8/22/14	00000440	MARY NEWELL	15.00
58440	8/22/14	00000974	MCCARTHY AND COMPANY, PC	525.00
58441	8/22/14	00001920	MICHAEL H. BEAN	60.00
58442	8/22/14	00002016	MICHAEL SHINTON	40.00
58443	8/22/14	00000324	MOYER INDOOR / OUTDOOR	350.00
58444	8/22/14	00000376	NORTH PENN SCHOOL DISTRICT	1,120.00
58445	8/22/14	00001134	OFFICE DEPOT, INC	188.55
58446	8/22/14	00001840	PAUL R. MOGENSEN	90.00
58447	8/22/14	00000095	PAUL SMITH	40.00
58448	8/22/14	00000399	PECO ENERGY	10,399.39
58449	8/22/14	00000397	PECO ENERGY	651.43
58450	8/22/14	00000397	PECO ENERGY	7,026.47
58451	8/22/14	00000397	PECO ENERGY	1,129.45
58452	8/22/14	00000595	PENN VALLEY CHEMICAL COMPANY	953.82
58453	8/22/14	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	279.15
58454	8/22/14	00000613	PETER CHIMERA	30.00
58455	8/22/14	00000447	PETTY CASH - POLICE	206.55
58456	8/22/14	00001880	PHILIP C. STUMP	60.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
58457	8/22/14	00902366	PRITI KARNIK	1,212.00
58458	8/22/14	00001630	PSI - PROTECTION SERVICES INC.	952.06
58459	8/22/14	00000251	PSI PERSONNEL, LLC	1,472.26
58460	8/22/14	00000519	RACHEL TROUTMAN	30.00
58461	8/22/14	00000117	RIGGINS INC	4,833.10
58462	8/22/14	00000115	RIGGINS, INC	6,439.31
58463	8/22/14	00000610	RUBIN, GLICKMAN, STEINBERG AND	169.00
58464	8/22/14	00902927	RYAN WILLIAMS	26.00
58465	8/22/14	00001815	SAMUEL A. ROSS, JR.	350.00
58466	8/22/14	00000653	SCATTON'S HEATING & COOLING, INC.	298.00
58467	8/22/14	00001618	SEALMASTER	463.96
58468	8/22/14	00002041	SHANNON WALSH	27.50
58469	8/22/14	00000833	THE SHERWIN WILLIAMS COMPANY	59.48
58470	8/22/14	00001030	SIGNAL CONTROL PRODUCTS, INC.	1,687.00
58471	8/22/14	00000015	NEXTEL PARTNERS OPERATING CORP	406.28
58472	8/22/14	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	1,434.95
58473	8/22/14	00001783	THE HOMER GROUP	4,250.00
58474	8/22/14	00000772	THE PEAK CENTER	3,000.00
58475	8/22/14	00000496	21ST CENTURY MEDIA NEWSPAPER LLC	1,952.24
58476	8/22/14	00002020	THOMSON REUTERS	105.00
58477	8/22/14	00002036	TIMBERLINK CONSULTING LLC	4,000.00
58478	8/22/14	00902931	TRACI GREEN	45.00
58479	8/22/14	00002031	TRI-COUNTY ELECTRICAL SUPPLY	4.46
58480	8/22/14	00000032	VISA	644.23
58481	8/22/14	00002043	US SPORTS INSTITUTE	3,808.00
58482	8/22/14	00000040	VERIZON	191.75
58483	8/22/14	00001033	VERIZON CABS	1,085.04
58484	8/22/14	00001839	VINAY SETTY	95.00
58485	8/22/14	00000442	VINCENT ZIRPOLI	120.00
58486	8/22/14	00001191	WARREN FUCHS	30.00
58487	8/22/14	00001329	WELDON AUTO PARTS - LANSDALE (NAPA)	515.71
58488	8/22/14	00000533	WELLINGTON SPORTING GOODS, INC.	325.00
58489	8/22/14	00000249	WILLIAM R. GOLTZ	60.00
TOTAL				217,817.58

MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
08/11/2014	City of Philadelphia	July Wage Tax Payment	\$734.91
08/14/2014	IRS	941 Payment	\$94,517.28
08/14/2014	BCG	401/457 Plan Payment	\$23,823.66
08/14/2014	PA-SCDU	Withholding Payment	\$2,292.36
08/20/2014	Commonwealth of PA	State Tax Payment	\$9,929.46
Total Paid as of 08/25/2014			\$131,297.67